

# CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

**Property Address: 56 UMBRELLA WAY POINT COOK VIC 3030**

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 the 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 ...../...../20.....

Print name of person signing: .....

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

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

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

Print name of person signing NIANNA CHANDRA GOI and KENNY KENNY

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

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

## IMPORTANT NOTICE TO PURCHASERS

### Cooling-off period

Section 31  
**Sale of Land Act 1962**

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

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

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

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

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction; or
- the property is used 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.

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

### Off-the-Plan Sales

Section 9AA(1A)  
**Sale of Land Act 1962**

- You may negotiate with the vendor about the amount of 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

Xynergy Realty - Altona  
114-116 Queens Street ALTONA VIC 3018

Tel: 0414 241 168 Fax: Ref: Endru Yao Email: endru@xynergy.com.au

### VENDOR

**NIANNA CHANDRA GOI and KENNY KENNY**

### VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

**EASY LINK CONVEYANCING**  
of 328 Main Road East, St Albans 3021

Tel: 03 9364 1133 Fax: 03 9364 0022 Ref: HN-26/40052 Email:  
settlement2@easylinkconveyancing.com.au

### PURCHASER

### PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel: Fax: Ref: Email:

**LAND** (general conditions 7 & 13)

The Land is:-  
Described in the table below

Certificate of Title Reference	Being Lot	On plan
11938/193	1306	PS 643122Y

The Land includes all improvements and fixtures.

### PROPERTY ADDRESS

The address of the land is:  
**56 Umbrella Way Point Cook Vic 3030**

**GOODS SOLD WITH THE LAND**  
(general condition 6.3(f))

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

**PAYMENT**

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

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

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

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

**SETTLEMENT** (general condition 17 & 26.2)

Is due on

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

- the above date; or
- 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:

Residential tenancy agreement for a fixed term ending

Periodic residential tenancy agreement determinable by notice

Lease for a term ending.....with.....option to renew, each of..... years

**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 30 and add any further provisions by way of special conditions:

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**LOAN** (general condition 20) – **NOT APPLICABLE AT AUCTION**

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

Lender:

Loan amount: \$

Approval date:

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked

## SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

If the contract is subject to 'special conditions', then particulars of the special conditions are as follows.

### 1. Purchaser's inspection and investigation.

- 1.1. The Purchaser acknowledges that they have inspected the structures buildings and the Land and performed all required investigations in relation to the land. The Purchaser warrants to the Vendor that, because of the Purchaser's own inspection and enquiries, the Purchaser:
  - 1.1.1 Has made investigations and accepts the structures, improvements, and land as to the current nature, quality, condition, and state of repair.
  - 1.1.2 Accepts that all structures or improvements on the land may not comply with applicable building codes, standards regulations and the Purchaser has made its own investigation as to the level of compliance and required building rectification work or demolition to achieve compliance.
  - 1.1.3 Accepts the land as it is in its current state, and subject to all defects, whether latent or patent, noncompliance with applicable building codes standards and regulations; and
  - 1.1.4 Is satisfied about the purposes for which the land may be used and about all restrictions and prohibitions on their intended use or development of the land.
  - 1.1.5 Is aware that the structures and improvements on the land may not be suitable for occupation or habitation notwithstanding that an occupancy permit had been issued

### WARRANTY BY VENDOR

- 1.2 The Vendor gives no warranty:
  - 1.2.1 That the improvements erected on the land or any alterations or additions to the improvements comply with any building legislation, regulations applicable code and standards.
  - 1.2.2 As to the use to which the land may be intended to be used by the purchaser is suitable for that intended use
  - 1.2.3 That the building and structures on the land comply with any applicable building permit, approval, and regulations
  - 1.2.4 That any of the chattels appliances, fixtures or fittings in that building are operational or functional.
- 1.3 The Vendor has not made and shall not be construed as having made any representation or warranty that the Property is free of contaminants. Prior to entering this Contract, the Purchaser has made its own enquiries and investigations as to the environmental state of the Property and the Purchaser has relied and relies entirely on the result of its investigations and on its own judgment in entering this Contract.

### CLAIMS BY PURCHASER

- 1.4 The Purchaser shall make no objection, claim compensation, or delay settlement or payment of the balance of the purchase price because of anything in connection with:
  - 1.4.1 any improvements buildings structures erected on the land or any alterations or additions to the improvements not being in compliance with any building legislation, applicable codes and standards, building regulations.
  - 1.4.2 The failure or defect (latent or patent) in any structure, improvements chattels or good which are on the land.
  - 1.4.3 The nature of quality and classification of the soil and subsoil of the land.
  - 1.4.4 The suitability condition or existence or non-existence of any chattels appliances, fixtures, and fittings in relation to the dwelling on the land.

### 2. Nomination

General condition 4 of the contract of sale is added:

- 2.1 The purchaser may no later than 10 days before the due date for settlement nominate a suitable 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.
- 2.2 The nominee must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred due to the nomination request.

### **3. Extension/Variation request**

The Purchaser must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred due to each extension or variation to the finance approval date, deposit payment due date, or settlement date, as requested by the Purchaser and consented to by the Vendor. This payment is payable at the time of settlement for each request made.

### **4. Rescheduled Settlement**

- 4.1 The purchaser must ensure the settlement occurs on the due date for settlement as set out in the particulars of this Contract (Due Date). Failure to settle by the Due Date constitutes a default under this contract.
- 4.2 In the event of a default by the Purchaser by not settling on the Due Date, the Purchaser must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred for each occurrence of requesting a rescheduling of the settlement.

### **5. Adjustments**

- 5.1 The Purchaser is responsible for ensuring the Statement of Adjustments and all relevant certificates are prepared by their representative and delivered to the Vendor's representative no later than 3 business days preceding the settlement date
- 5.2 Should there be a delay by the Purchaser in providing the Statement of Adjustments and relevant certificates by the specified time, the Purchaser will be deemed in default of the Contract. As a result of this default, the Purchaser will incur an administration fee of \$220.00 (inclusive of GST) payable to the Vendor's representative for the delay.

### **6. Duties Form**

- 6.1 The Duties Form must be completed and provided to the vendor's conveyancer no later than 5 business days prior to the settlement date.
- 6.2 If the purchaser has not completed the Duties Form as required by special condition 6.1 the purchaser will be in default of the contract and must pay to the Vendor's representative an administration fee of \$220.00 (inclusive of GST).
- 6.3 If any requests for amendments in the Duties Form made within 3 business days of the settlement date that require the parties to re-sign, the Purchaser must pay to the Vendor's representative an administration fee of \$110.00 (inclusive of GST) for each amendment.

### **7. Default not remedied**

General conditions 35.4 of the contract of sale is added:

Should the settlement be not completed on the due date by the purchaser, the purchaser will be liable for Vendor's losses including but not limited to:

- 7.1 Interests on any loan secured on the property from the original settlement date until the property can settle.
- 7.2 Penalties, interest, and charges incurred as a result of not being settle a purchase of another property; and
- 7.3 Any extra costs involved accommodation costs; storage costs incurred by the Vendor.

### **8. Amendments**

General Condition 6.1 is amended by deleting the words "in the month and year set out the header of this page" and adding the word "latest" which reads as follows "The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the latest form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd".

# Contract of Sale of Land - General Conditions

## Contract Signing

### 1 ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

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

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

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

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

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

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

## **7. IDENTITY OF THE LAND**

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

7.2 The purchaser may not:

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

## **8. SERVICES**

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

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

## **9. CONSENTS**

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

## **10. TRANSFER & DUTY**

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

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

## **11. RELEASE OF SECURITY INTEREST**

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

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

- by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—  
as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## **12. BUILDER WARRANTY INSURANCE**

The vendor will provide any current domestic building insurance required pursuant to section 43B of the Domestic Building Contracts Act 1995 (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 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 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 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. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.
- 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 during the hours that the settling ELNO operates in the State of Victoria.
- 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 with the land 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) 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, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (b) 'GST' includes penalties and interest.

## **20. LOAN**

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

## **21. BUILDING REPORT**

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from –
    - (i) a registered building surveyor;
    - (ii) a registered building inspector;
    - (iii) a registered domestic builder; or
    - (iv) an architect,which is –
    - (v) prepared in compliance with Australian Standard AS 4349.1 -2007;
    - (vi) identifies a current defect in a structure on the land; andthe author states is a major 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 basis that 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
- 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.
- 23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

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

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

(e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

(a) the settlement is conducted through an electronic lodgment network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

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

(b) ensure that the representative does so.

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

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

- (a) settlement is conducted through an electronic lodgment network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgment network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:

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

27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## **28. NOTICES**

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

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

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

## **29. INSPECTION**

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

## **30. TERMS CONTRACT**

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

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

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

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

- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

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

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

### **32. BREACH**

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

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

### **Default**

### **33. INTEREST**

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

### **34. DEFAULT NOTICE**

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

### **35. DEFAULT NOT REMEDIED**

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
  - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
  - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
  - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and
  - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:

- (i) retain the property and sue for damages for breach of contract; or
  - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

# GUARANTEE and INDEMNITY

I/We, ..... of .....

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

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

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

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

this ..... day of ..... 20.....

SIGNED SEALED AND DELIVERED by the said )  
 )  
Print Name..... ) .....  
in the presence of: ) Director (Sign)  
 )  
Witness..... )

SIGNED SEALED AND DELIVERED by the said )  
 )  
Print Name..... ) .....  
in the presence of: ) Director (Sign)  
 )  
Witness..... )

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

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

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<b>Vendor:</b>	NIANNA CHANDRA GOI and KENNY KENNY
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<b>Property:</b>	56 UMBRELLA WAY POINT COOK VIC 3030
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**VENDORS REPRESENTATIVE**

EASY LINK CONVEYANCING

Shop

328 Main Road East  
ST ALBANS VIC 3021

Tel: 03 9364 1133

Fax: 03 9364 0022

Email: [settlement2@easylinkconveyancing.com.au](mailto:settlement2@easylinkconveyancing.com.au)

Ref: HN-26/40052

SECTION 32 STATEMENT  
56 UMBRELLA WAY POINT COOK VIC 3030

**32A FINANCIAL MATTERS**

Particulars of any rates, taxes, charges or other similar outgoings (and any interest on them) including any water usage, sewerage disposal charges or other charges based on a user pay system.

- (a) Their total does not exceed: \$5,000.00 plus Owners Corporation fee(s)
- (b) The Purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.
- (c) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:
  - Not Applicable
- (d) The land is not tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024
  - See attached certificate

**32B INSURANCE**

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-  
Not Applicable

No such Insurance has been effected to the Vendors knowledge.

**32C LAND USE**

(a) RESTRICTIONS

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

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

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

(b) BUSHFIRE

This land is not in a designated bushfire- prone area under section 192A of the Building Act 1993.

SECTION 32 STATEMENT  
56 UMBRELLA WAY POINT COOK VIC 3030

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: WYNDHAM PLANNING SCHEME  
Responsible Authority: WYNDHAM CITY COUNCIL  
Zoning: GRZ General Residential Zone  
Planning Overlay/s: See attached reports

**32D NOTICES**

- (a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

**32E BUILDING PERMITS**

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

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

**32F OWNERS CORPORATION**

Attached is a copy of the current Owners Corporation Certificate issued in respect of the land together with all documents and information required under section 151 of the *Owners Corporations Act 2006*.

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

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

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

SECTION 32 STATEMENT  
56 UMBRELLA WAY POINT COOK VIC 3030

**32H SERVICES**

<b>Service</b>	<b>Status</b>
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

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

**32I TITLE**

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of -
  - (i) the last conveyance in the Chain of Title to the land; or
  - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.
- (d) In the case of land that is subject to a subdivision -
  - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
  - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
  - (i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
  - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
  - (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
  - (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
  - (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
  - (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

SECTION 32 STATEMENT  
56 UMBRELLA WAY POINT COOK VIC 3030

**DATE OF THIS STATEMENT**

[ ] / [ ] /20 [ ]

**Name of the Vendor**

NIANNA CHANDRA GOI and KENNY KENNY

**Signature/s of the Vendor**

x

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

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

**DATE OF THIS ACKNOWLEDGMENT**

[ ] / [ ] /20 [ ]

**Name of the Purchaser**

**Signature/s of the Purchaser**

x

### Material Facts - Sale of Land Act 1962 - Section 12(d)

A "material fact" is a fact that a possible purchaser would care about when deciding whether or not to buy land, or that could make a purchaser decide to buy land at a certain price. It's important for the seller or agent to tell potential purchasers anything important about the property that they might not know, even after looking at it. This is to make sure that the deal is fair and transparent.

#### Please respond to the following queries in accordance with Section 12(d) of the Sale of Land Act of 1962:

1. Tests or investigations in the past have shown (or the vendor or agent already knows about) a problem with the building's structure, a termite infestation, combustible cladding, asbestos (including loose-fill asbestos insulation), or contamination from the land's prior use;  
 **Yes** /  **No**. If Yes, please specify:
2. The underlying cause of an obvious physical defect is not easy to see during the inspection (for example, a big crack in a wall would be obvious to a purchaser during the inspection, but the reason for the crack, like bad stumping, might not be);  
 **Yes** /  **No**. If Yes, please specify:
3. There has been a significant event at the property, including a flood, or a bushfire;  
 **Yes** /  **No**. If Yes, please specify:
4. There is a history of pesticide use in the event the property had been used for horticulture or other agricultural purposes  
 **Yes** /  **No**. If Yes, please specify:
5. There are restrictions on vehicular access to a property that are not obvious during a property inspection (such as truck curfews or where access is via an easement that is not apparent on the Certificate of Title or plans);  
 **Yes** /  **No**. If Yes, please specify:
6. Facts about the neighbourhood around the property that might not be obvious at first inspection, such as sinkholes, surface subsidence, or plans for development, that are likely to affect how the property is used and enjoyed more than the usual disturbances and inconvenient things that come with living on land of this kind and in this area;  
 **Yes** /  **No**. If Yes, please specify:
7. Building work or other work done without a required building permit, planning permit or that is otherwise illegal;  
 **Yes** /  **No**. If Yes, please specify:
8. The property, either now or in the past, has been the site of a serious crime or an event that might cause long-term risks to the health and safety of the people living there, such as: extreme violence such as a homicide
  - use for the manufacture of substances such as methylamphetamine, or
  - a defence or fire brigade training site involving the use of hazardous materials. **Yes** /  **No**. If Yes, please specify:
9. Enhancements or improvements made to a property such as renovations, substantial repairs, etc.  
 **Yes** /  **No**. If Yes, please specify:
10. Any other specific facts known by the vendor (or the vendor's agent, including an estate agent) to be important to a specific purchaser;  
 **Yes** /  **No**. If Yes, please specify:

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

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

VOLUME 11938 FOLIO 193

Security no : 124132807214L  
Produced 10/03/2026 10:52 AM

LAND DESCRIPTION

Lot 1306 on Plan of Subdivision 643122Y.  
PARENT TITLE Volume 11653 Folio 991  
Created by instrument PS643122Y Stage 13 06/12/2017

REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
NIANNA CHANDRA GOI  
KENNY KENNY both of 56 UMBRELLA WAY POINT COOK VIC 3030  
AW522526L 06/02/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW522527J 06/02/2023  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS643122Y 06/12/2017

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  
AH512340N 22/09/2010

AGREEMENT Section 173 Planning and Environment Act 1987  
AQ527702S 07/12/2017

DIAGRAM LOCATION

SEE PS643122Y 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: 56 UMBRELLA WAY POINT COOK VIC 3030

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 06/02/2023

OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS643122Y  
OWNERS CORPORATION 3 PLAN NO. PS643122Y

DOCUMENT END





# Imaged Document Cover Sheet


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Document Type	<b>Plan</b>
Document Identification	<b>PS643122Y</b>
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<b>PLAN OF SUBDIVISION</b>		Stage No.	LRS use only <b>EDITION 20</b>	Plan Number <b>PS 643122Y</b>
Location of Land Parish: Deutgam Township: _____ Section: C Crown Allotment: 4A (Part), 4D, 5D & 6E Crown Portion: _____ Title Reference: Vol. _____ Fol. _____ Last Plan Reference: Lot A PS 640943W Postal Address: Hacketts Road (at time of subdivision) Point Cook 3030 MGA94 Co-ordinates: E 299 500 Zone: 55 (of approx. centre of land in plan) N 5 802 100		Council Certificate and Endorsement Council Name: Wyndham City Council Ref: 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 20 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. <b>OPEN SPACE</b> (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage..... Council Delegate Council Seal Date / / 20 Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / / 20		
<b>Vesting of Roads and/or Reserves</b>				
Identifier	Council/Body/Person			
SEE	SHEET 2			
Lots on this Plan may be affected by one or more Owners Corporations. For details of any Owners Corporations including purpose, responsibility, entitlement & liability see Owners Corporation search report, Owners Corporation additional information and if applicable, Owners Corporation rules. Common Property : CP2 refers to Common Property No.2 : CP5 refers to Common Property No.5 Part of Common Property No.1 consists of private roads called Helmsman Walk and Broadside Walk. Part of Common Property No.2 consists of a private road called Flagship Way. Part of Common Property No.3 consists of private roads called Rudder Way, Ballast Lane and Broadside Walk. ----- This line type defines private roads in Common Property. Common Property No.5 is all the land shown on Sheets 68 to 71 (Both Inclusive) of this plan except Lots 1501 to 1516 (Both Inclusive) and includes the structure of walls floors & ceilings that form boundaries. All service ducts, pipe shafts and cable ducts within the building and support columns external to the building shown on Sheets 68 to 71 (Both Inclusive) of this plan are deemed to be part of the Common Property No.5. The positions of these ducts, shafts and columns have not necessarily been shown on the diagrams contained herein. Easements have been shown on ground storey diagram only (Sheet 71). Cross-sections shown on Sheets 72 to 75 (Both Inclusive) are not to scale. Location of boundaries defined by buildings Median : Boundaries marked M Exterior : All other boundaries * : Distance is to exterior face of building Interior : Boundaries marked I B : Balcony // indicates the location of a structure (non-boundary)		Notations Staging This is <del>is not</del> a staged subdivision Planning Permit No. WYP4664/11, WYP 10331/17 and WYP13069/21 Depth Limitation : 15.24 metres. THIS IS A SPEAR PLAN Lots 1 to 100 (Both Inclusive), 173 to 200 (Both Inclusive), 250 to 300 (Both Inclusive), 303 to 346 (Both Inclusive), 348 to 400 (Both Inclusive), 443, 455, 575 to 600 (Both Inclusive), 685 to 700 (Both Inclusive), 714 to 800 (Both Inclusive), 900, 932 to 1000 (Both Inclusive), 1045 to 1100 (Both Inclusive), 1148 to 1200 (Both Inclusive), 1226 to 1300 (Both Inclusive), 1356 to 1400 (Both Inclusive), 1403 to 1500 (Both Inclusive), 1517 to 1600 (Both Inclusive), 1624 to 8099 (Both Inclusive) and S2 to S19 (Both Inclusive) have been omitted from this plan. Lots 101 to 172 (Both Inclusive), 201 to 249 (Both Inclusive), 301, 302, 347, 401 to 442 (Both Inclusive), 444 to 454 (Both Inclusive) and 456 to 468 (Both Inclusive) are affected by MCP AA2069. Lots 469 to 530 (Both Inclusive) are affected by MCP AA2386. Lots 601 to 684 (Both Inclusive), 701 to 713 (Both Inclusive), 801 to 899 (Both Inclusive), 8100, 8101, 901 to 931 (Both Inclusive), 1001 to 1045 (Both Inclusive), 1101 to 1147 (Both Inclusive) and 1201 to 1225 (Both Inclusive) are affected by MCP AA2766. Easement E-4 for Powerline purposes has been exaggerated on Sheet 5 for clarity. Survey This plan is <del>is not</del> based on survey This survey has been connected to Deutgam permanent marks no(s) 19 & 73. This Plan is not in a Proclaimed Survey Area. Boundaries shown by thick continuous lines on Sheets 25, 51 to 53 (Both Inclusive), 59 to 65 (Both Inclusive), 68, 69, 71 and 76 to 79 (Both Inclusive) are defined by buildings. SEE SHEET 2 Estate: SARATOGA		
<b>Easement Information</b>				
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
		SEE	SHEET 3	
 <b>WATSONS</b> 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		LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG SIGNATURE ..... DATE REF 35983 VERSION		
		LRS use only Statement of Compliance/ Exemption Statement Received <input type="checkbox"/> Date / / 20 LRS use only PLAN REGISTERED TIME DATE / / 20 Assistant Registrar of Titles SHEET 1 OF 96 SHEETS DATE / / 20 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3		

<b>PLAN OF SUBDIVISION</b>	Stage No.	LRS use only <b>EDITION</b>	Plan Number <b>PS 643122Y</b>
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Vesting of Roads and/or Reserves			
Identifier	Council/Body/Person	Identifier	Council/Body/Person
Roads R-1	Wyndham City Council	Reserve No.1	Wyndham City Council
Roads R-2	Wyndham City Council	Reserve No.2	Wyndham City Council
Roads R-3	Wyndham City Council	Reserve No.3	Powercor Australia Limited
Roads R-4	Wyndham City Council	Reserve No.4	Wyndham City Council
Roads R-5	Wyndham City Council	Reserve No.5	Wyndham City Council
Roads R-6	Wyndham City Council	Reserve No.6	Wyndham City Council
Roads R-7	Wyndham City Council	Reserve No.7	Powercor Australia Limited
Roads R-8	Wyndham City Council	Reserve No.8	Powercor Australia Limited
Roads R-9	Wyndham City Council	Reserve No.9	Wyndham City Council
Roads R-10	Wyndham City Council	Reserve No.10	Wyndham City Council
Roads R-11	Wyndham City Council	Reserve No.11	Powercor Australia Ltd
Roads R-12	Wyndham City Council	Reserve No.12	Wyndham City Council
		Reserve No.13	Wyndham City Council
		Reserve No.14	Powercor Australia Limited
		Reserve No.15	Powercor Australia Limited

**Notations**

The Building Envelope Schedule for Lots 101 to 172 (B.I.) is within the Instrument PS 643122Y.  
 The Building Envelope Schedule for Lots 201 to 249 (B.I.) is within the Instrument PS 643122Y/S2.  
 The Building Envelope Schedule for Lots 301, 302, 347, 401 to 442 (B.I.), 444 to 454 (B.I.) and 456 to 468 (B.I.) is within the Instrument PS 643122Y/S3.  
 The Building Envelope Schedule for Lots 469 to 504 (B.I.) is within the Instrument PS 643122Y/S4.  
 The Building Envelope Schedule for Lots 505 to 530 (B.I.) is within the Instrument PS 643122Y/S5.  
 The Building Envelope Schedule for Lots 601 to 684 (B.I.) is within the Instrument PS 643122Y/S6.  
 The Building Envelope Schedule for Lots 701 to 713 (B.I.) is within the Instrument PS 643122Y/S7.  
 The Building Envelope Schedule for Lots 801 to 899 (B.I.), 8100 & 8101 is within the Instrument PS 643122Y/S8.  
 The Building Envelope Schedule for Lots 901 to 931 (B.I.) is within the Instrument PS 643122Y/S9.  
 The Building Envelope Schedule for Lots 1001 to 1044 (B.I.) is within the Instrument PS 643122Y/S10.  
 The Building Envelope Schedule for Lots 1101 to 1147 (B.I.) is within the Instrument PS 643122Y/S11.  
 The Building Envelope Schedule for Lots 1201 to 1225 (B.I.) is within the Instrument PS 643122Y/S12.

 <p style="text-align: center;"><b>WATSONS</b> URBAN DEVELOPMENT CONSULTANTS &amp; MANAGERS</p> <p style="font-size: small;">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</p>	LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG	SHEET 2	
	SIGNATURE .....	DATE	.....
	REF 35983	VERSION	DATE / /20
			COUNCIL DELEGATE SIGNATURE
		ORIGINAL SHEET SIZE A3	

<b>PLAN OF SUBDIVISION</b>	Stage No.	LRS use only <b>EDITION</b>	Plan Number <b>PS 643122Y</b>
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**Easement Information**

Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in the plan

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1, E-7 & E-9	Sewerage	See Diag.	This Plan	City West Water Limited
E-4, E-8, E-9 & E-18	Powerline	See Diag.	This Plan Section 88 of the Electricity Industry Act 2000	Powercor Australia Limited
E-6, E7, E-8, E-9, E-11, E-21, E-22 & E-23	Floodway, Drainage, Creation & Maintenance of Wetland as described in Memorandum of Common Provisions No. MCP AA1107	See Diag.	This Plan	Melbourne Water Corporation
E-10 & E-11	Sewerage	See Diag.	This Plan	City West Water Corporation
E-15	Carriageway (Footway)	See Diag.	This Plan	Lots in PS 643122Y and Wyndham City Council
E-17 & E-18	Supply of Water (through underground pipes)	See Diag.	This Plan	City West Water Corporation
E-21	Sewerage	See Diag.	Instrument AM 640379Y	City West Water Corporation
E-22	Sewerage	See Diag.	Instrument AM 640457F	City West Water Corporation
E-23	Supply of Electricity (through underground cable)	See Diag.	AZ969099H	Powercor Australia Limited



**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

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE ..... DATE

REF 35983 VERSION


SHEET 3

.....  
DATE / /20  
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

<b>PLAN OF SUBDIVISION</b>	Stage No.	Plan Number <b>PS 643122Y</b>
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LOT INDEX							
LOT	SHEET	LOT	SHEET	LOT	SHEET	LOT	SHEET
101-110	7	466-468	19	887-897	43	1505-1506	68
111-122	8	469-477	22	898-899	44	1507-1508	68 & 71
123-124	7	478-497	23	8100-8101	44	1509-1510	68
125-126	10	498-504	22	901-910	46	1511-1512	68 & 71
127-137	9	505-508	26	911-924	47	1513-1514	68
138-154	10	509-520	27	925-931	46	1515-1516	68 & 71
155-166	9	521-530	28	1001-1005	49	1601-1609	76 & 77
167-172	8	531-536	52	1006-1013	48	1610-1615	76 & 78
201-205	12	537-542	53	1014-1019	49	1616-1623	76 & 79
206-218	13	543-562	59	1020-1023	48	S20	66
219-224	12	563-569	53	1024-1044	50	RESERVE NO.1	6
225-229	14	570-574	52	1101	55	RESERVE NO.2	6, 7 & 8
230	13	601-615	30	1102-1113	56	RESERVE NO.3	9
231-239	14	616-628	31	1114-1120	55	RESERVE NO.4	11
240	12	629-633	32	1121-1131	56	RESERVE NO.5	15, 16, 19 & 20
241-243	14	634-641	31	1132-1137	55	RESERVE NO.6	20 & 21
244-249	13	642-648	32	1138-1142	57	RESERVE NO.7	20
301-302	21	649-656	33	1143-1147	58	RESERVE NO.8	23
347	20	657-664	34	1201-1214	57	RESERVE NO.9	23
401-406	16	665-677	33	1215-1225	58	RESERVE NO.10	25
407-412	17	678-684	32	1301-1307	62	RESERVE NO.11	31
413-423	16	701-713	36	1308-1319	61	RESERVE NO.12	57
424-427	17	801-811	38	1320-1325	62	RESERVE NO.13	55 & 57
428	18	812-822	39	1326-1330	64	RESERVE NO.14	44
429	17	823-841	40	1331-1341	65	RESERVE NO.15	36
430-432	18	842-854	41	1342-1346	64	COMMON PROPERTY NO.1	7 & 60
433-437	19	855-866	39	1347-1355	63	COMMON PROPERTY NO.2	51 & 59
438-442	18	867-872	41	1401	66 & 67	COMMON PROPERTY NO.3	60-62 & 64-65
444-451	17	873-875	39	1402	66 & 67	COMMON PROPERTY NO.4	66 & 67
452-454	18	876-883	42	1501-1502	68	COMMON PROPERTY NO.5	68-71
456-465	18	884-886	39	1503-1504	68 & 71	COMMON PROPERTY NO.6	76-79

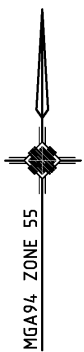
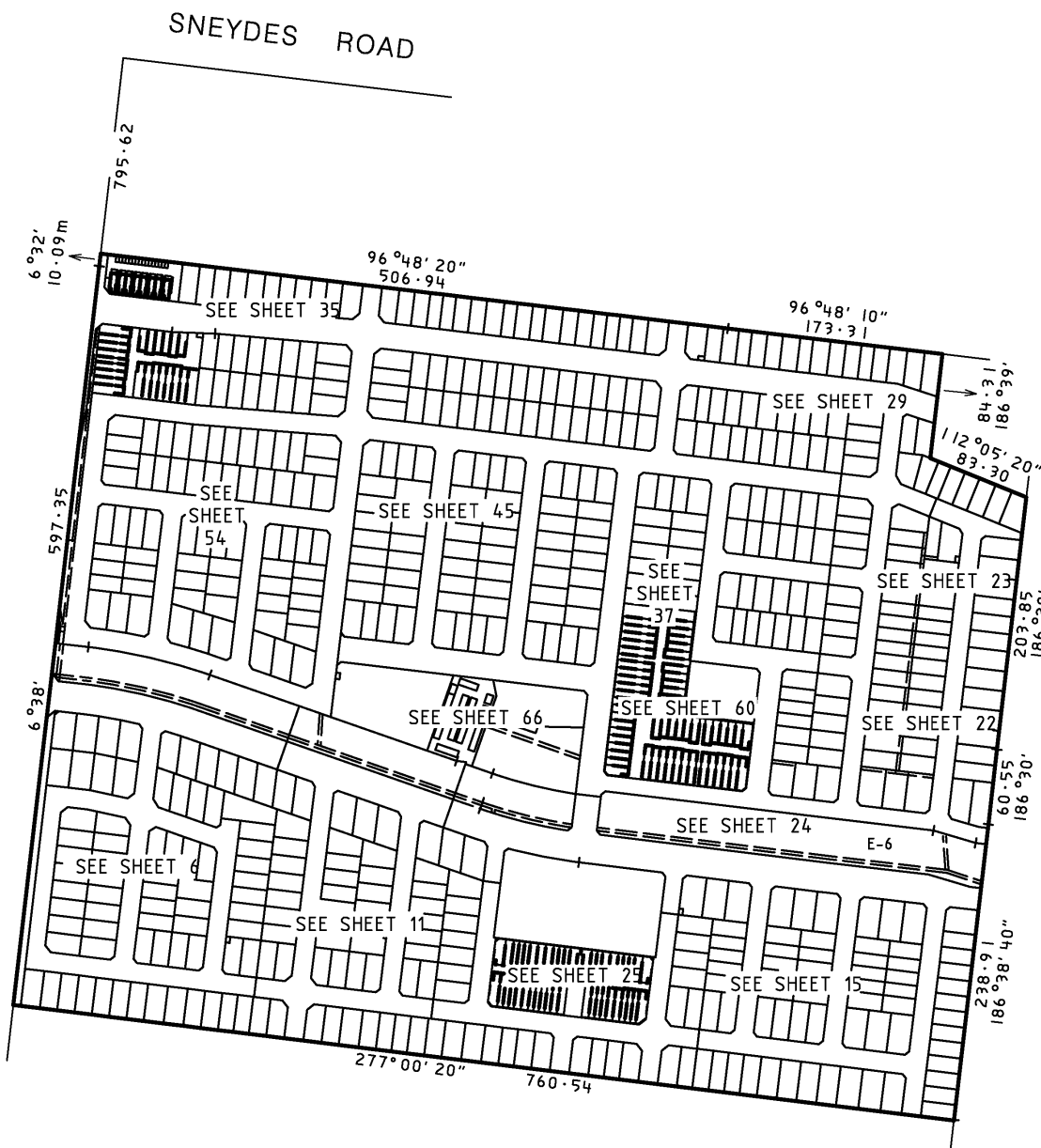
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		<p>.....</p> <p>DATE / /20</p>
		<p>COUNCIL DELEGATE SIGNATURE</p>
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# PLAN OF SUBDIVISION

Stage No.

Plan Number

## PS 643122Y

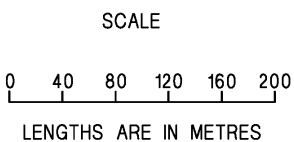


**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

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

SHEET 5

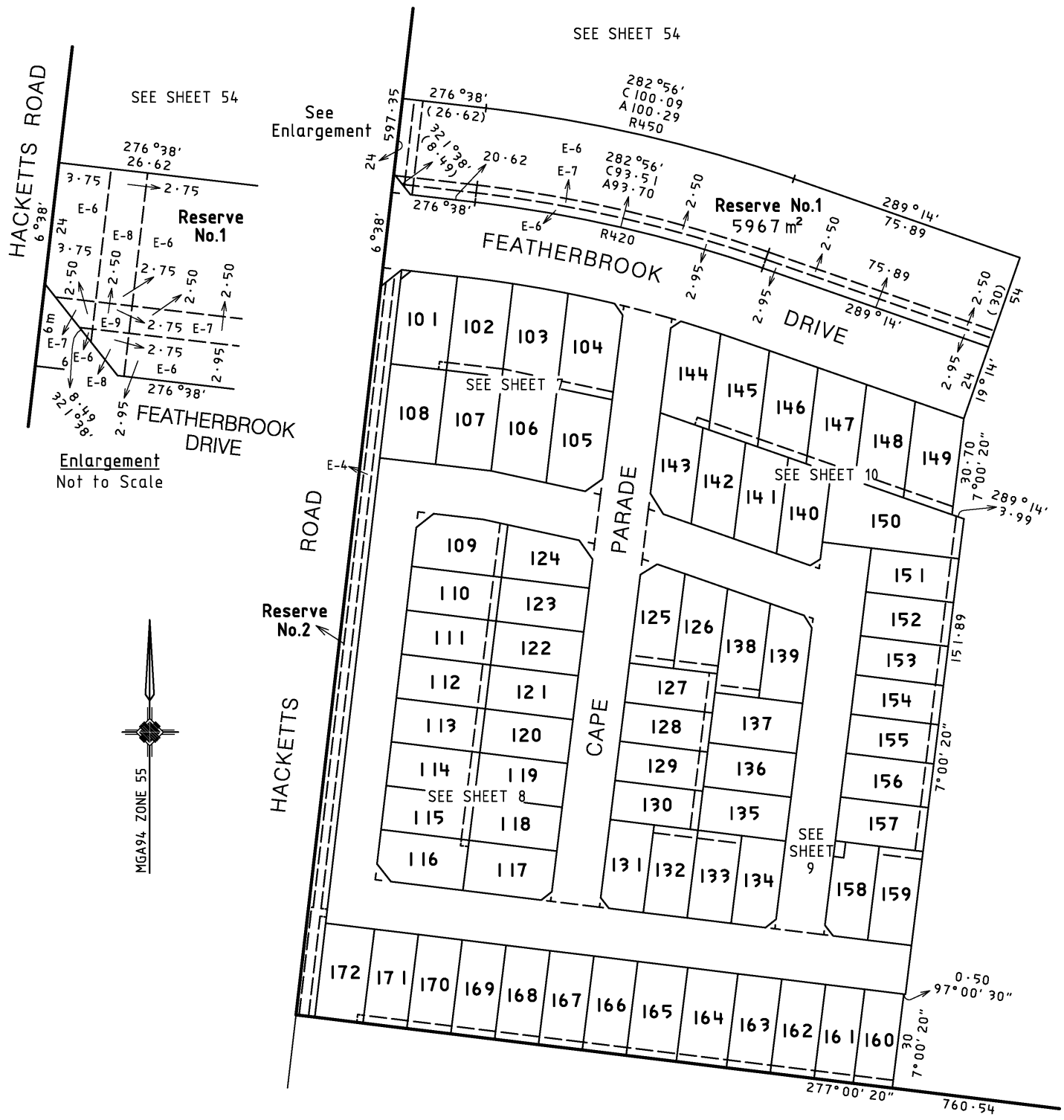
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LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG  
SIGNATURE ..... DATE  
REF 35983 VERSION

.....  
DATE / /20  
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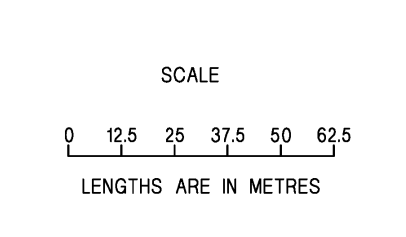
<h1>PLAN OF SUBDIVISION</h1>	Stage No.	Plan Number <b>PS 643122Y</b>
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ORIGINAL  
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LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG  
 SIGNATURE DIGITALLY SIGNED DATE  
 REF 35983 VERSION

SHEET 6

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DATE / /20

COUNCIL DELEGATE SIGNATURE

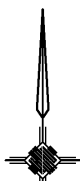
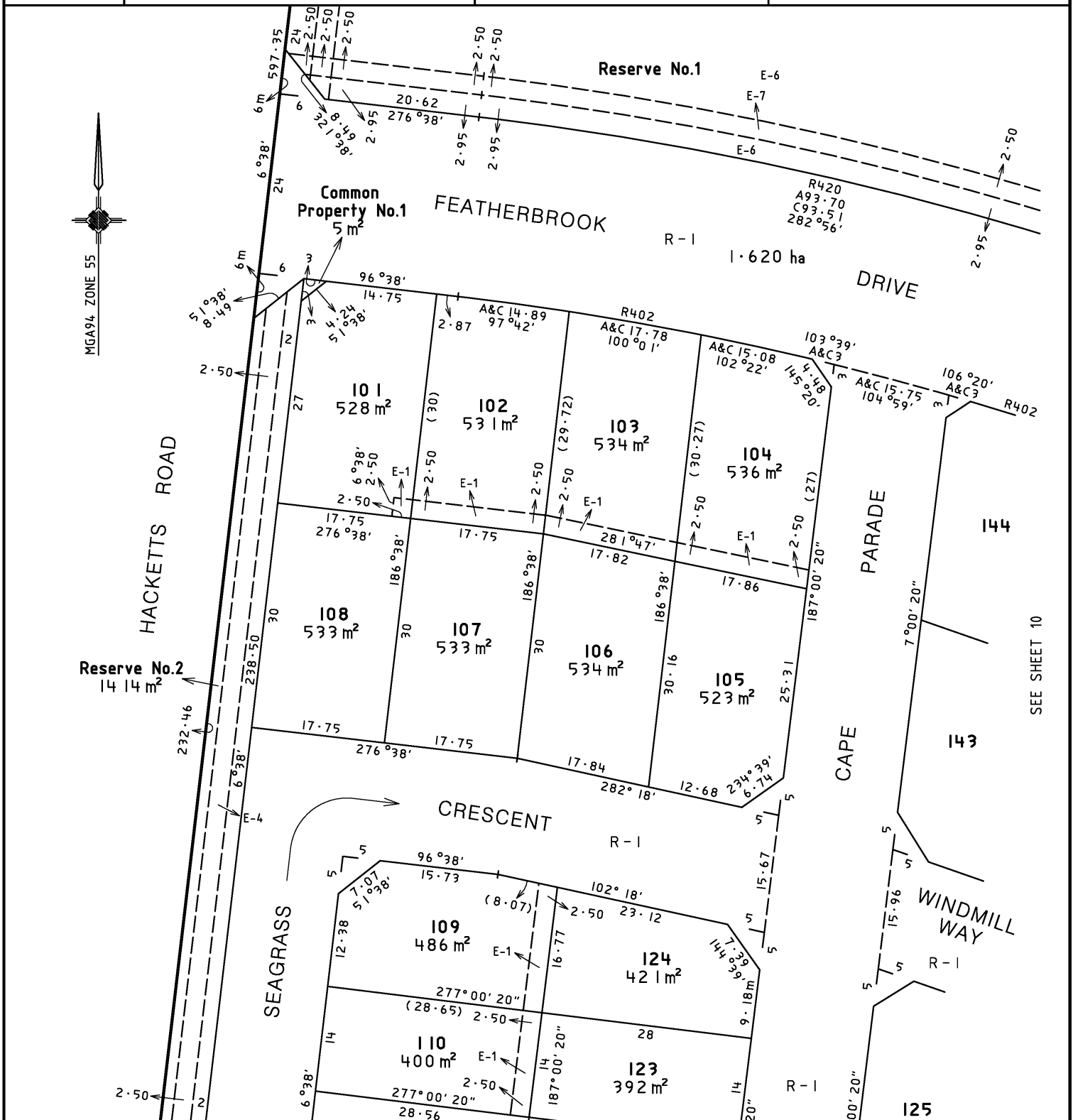
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# PLAN OF SUBDIVISION

Stage No.

Plan Number

## PS 643122Y



MG94 ZONE 55

SEE SHEET 10



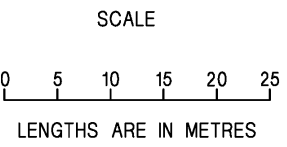
**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

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THE MELBURNIAN, SUITE 2, 260 ST. KILDA RD, SOUTHBANK  
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111

SEE SHEET 8

ORIGINAL  
SCALE  
1:500



LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG  
SIGNATURE DIGITALLY SIGNED DATE  
REF 35983 VERSION

SHEET 7

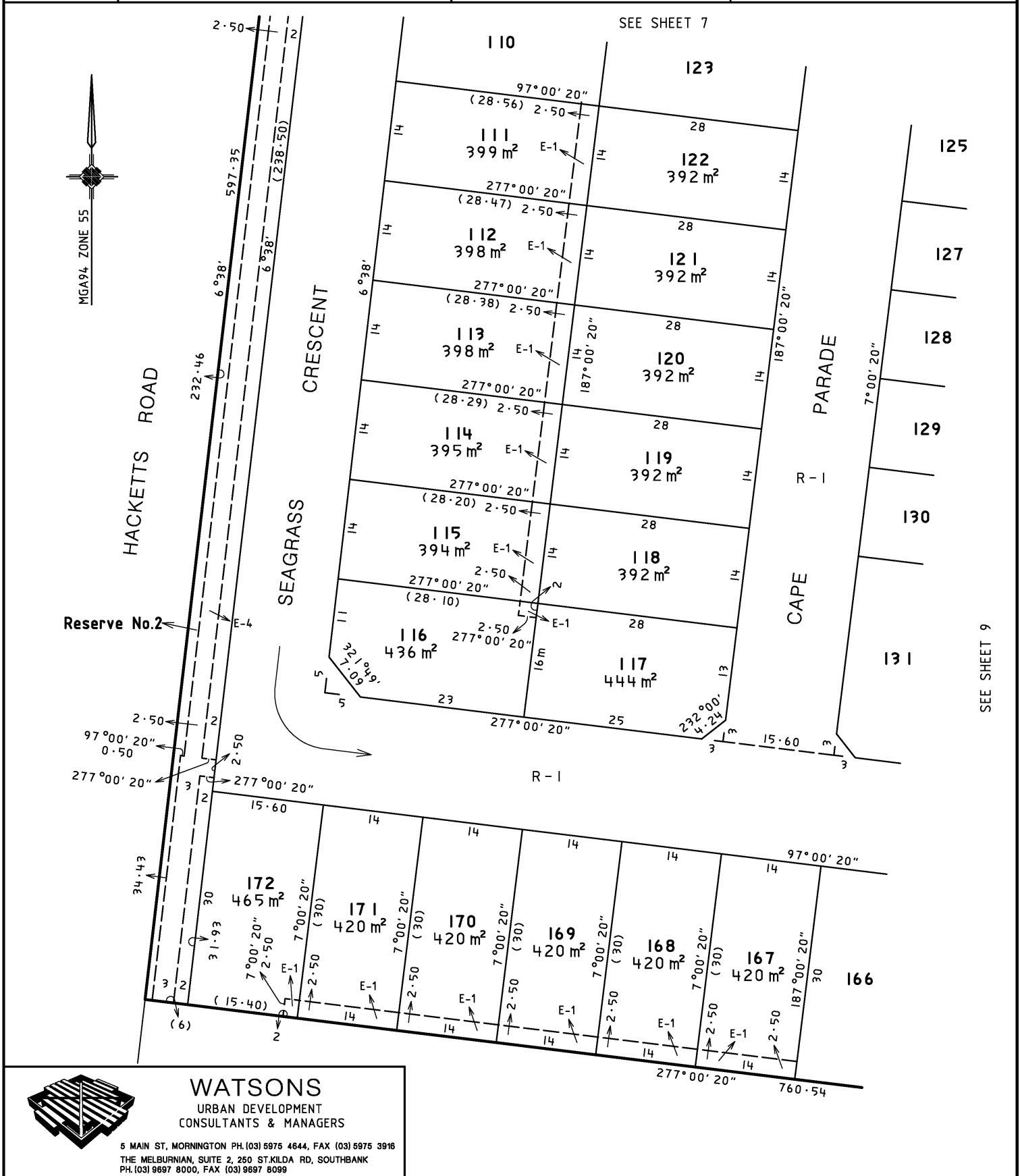
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# PLAN OF SUBDIVISION

Stage No.

Plan Number

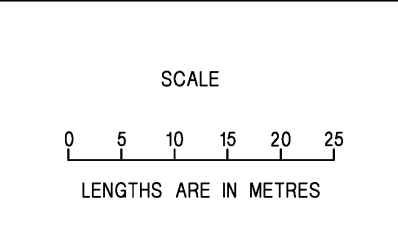
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ORIGINAL SCALE SHEET SIZE  
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LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG  
SIGNATURE DIGITALLY SIGNED DATE  
REF 35983 VERSION

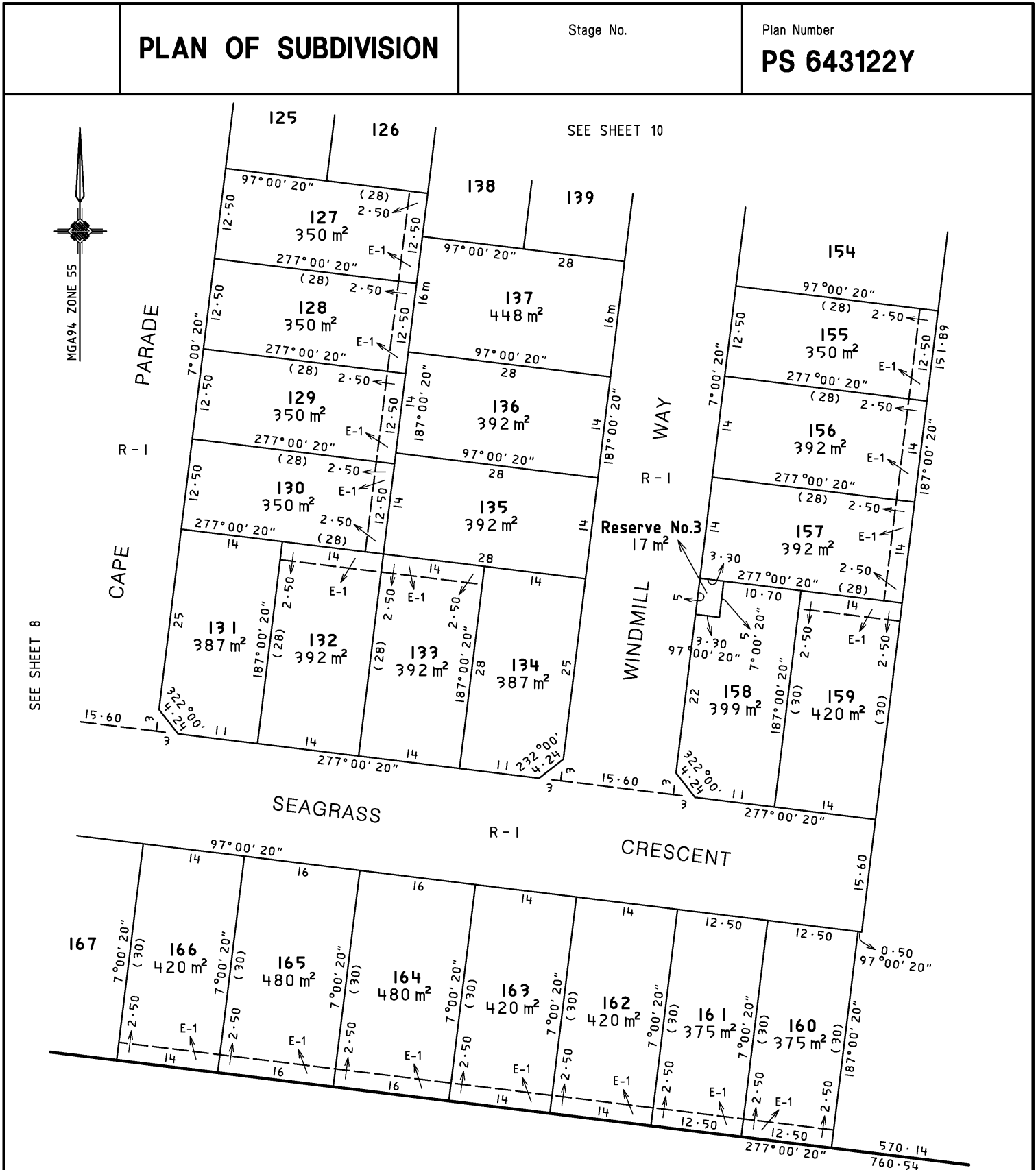
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# PLAN OF SUBDIVISION

Stage No.

Plan Number

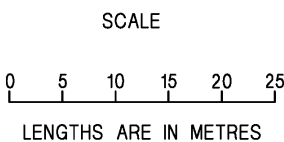
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PH. (03) 9697 8000, FAX (03) 9697 8099

ORIGINAL  
SCALE SHEET  
SIZE  
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LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG  
SIGNATURE DIGITALLY SIGNED DATE  
REF 35983 VERSION

SHEET 9

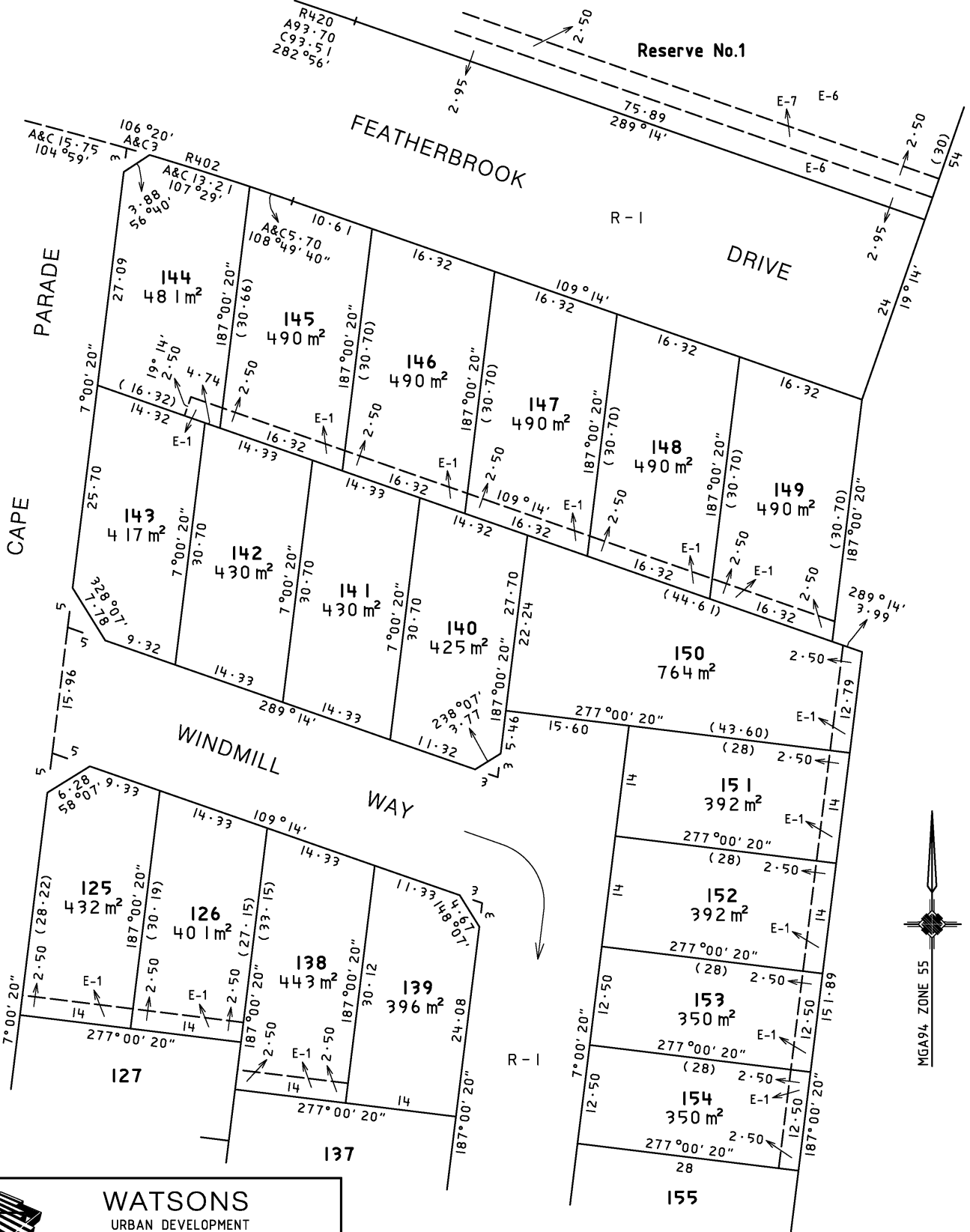
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# PLAN OF SUBDIVISION

Stage No.

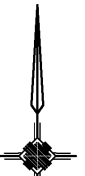
Plan Number

## PS 643122Y



SEE SHEET 7

SEE SHEET 9



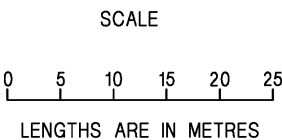
MGA94 ZONE 55



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URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

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

ORIGINAL  
SCALE SHEET  
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LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG  
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REF 35983 VERSION

SHEET 10

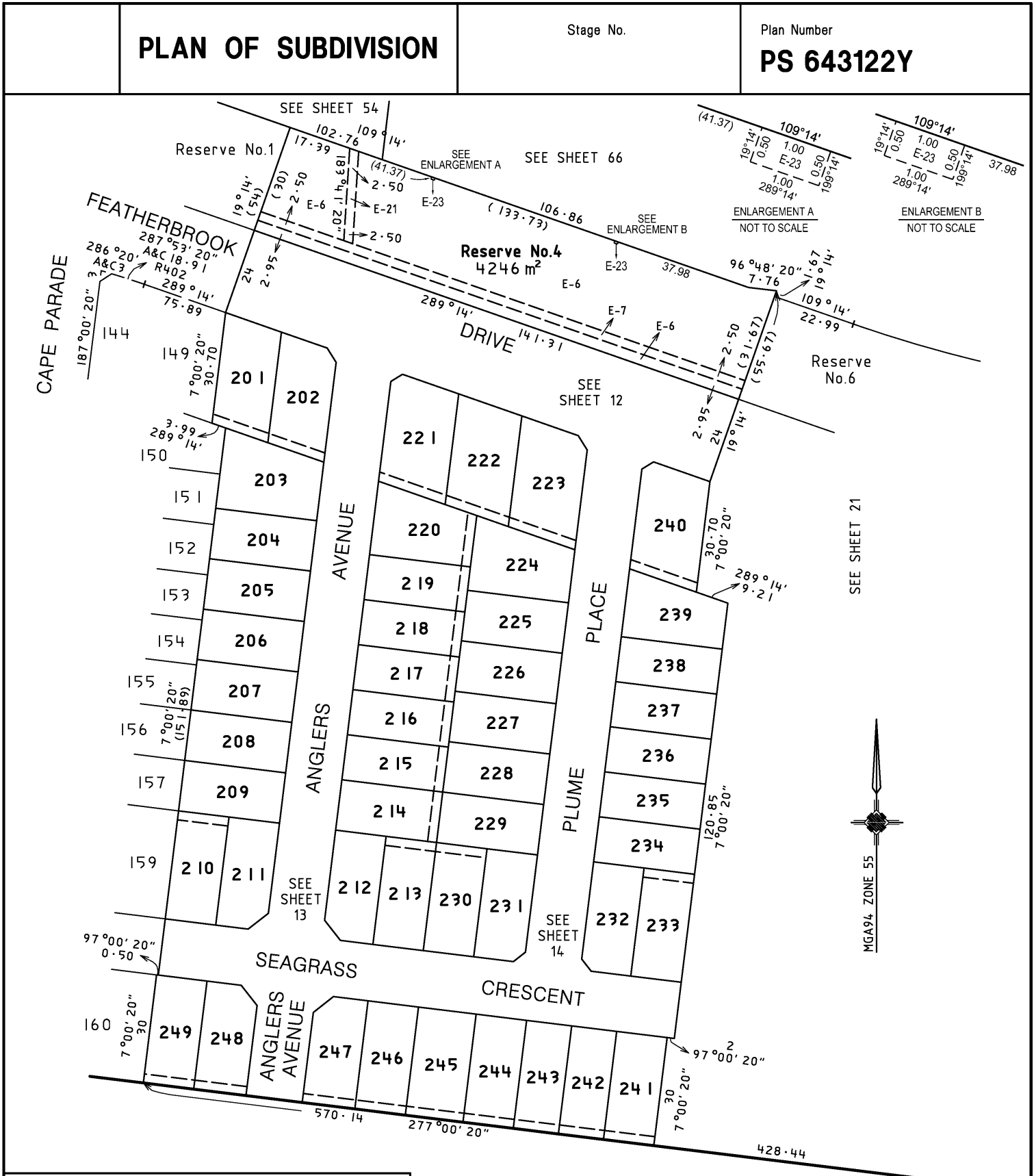
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# PLAN OF SUBDIVISION

Stage No.

Plan Number

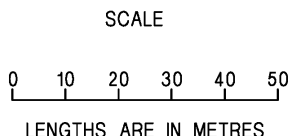
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URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

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ORIGINAL  
SCALE SHEET  
1:1000 SIZE  
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LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG  
SIGNATURE DIGITALLY SIGNED DATE  
REF 35983 VERSION

SHEET 11

DATE / /20

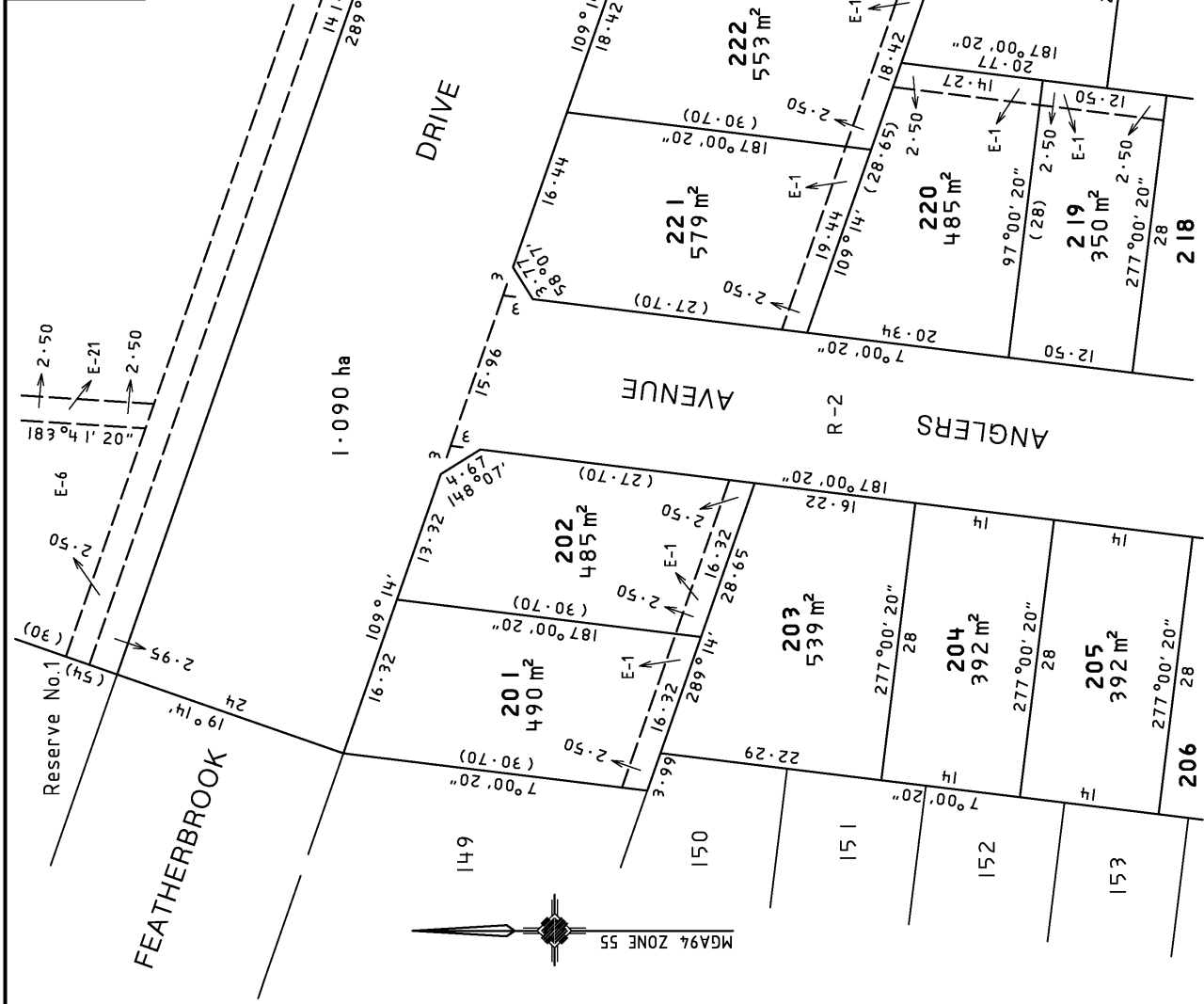
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**PLAN OF SUBDIVISION**

Plan Number  
**PS 643122Y**

Stage No.



SHEET 12

DATE / / 20

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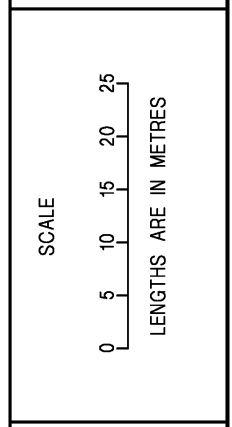
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LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE DIGITALLY SIGNED DATE

REF 36983

VERSION



ORIGINAL SHEET SIZE A3

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**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

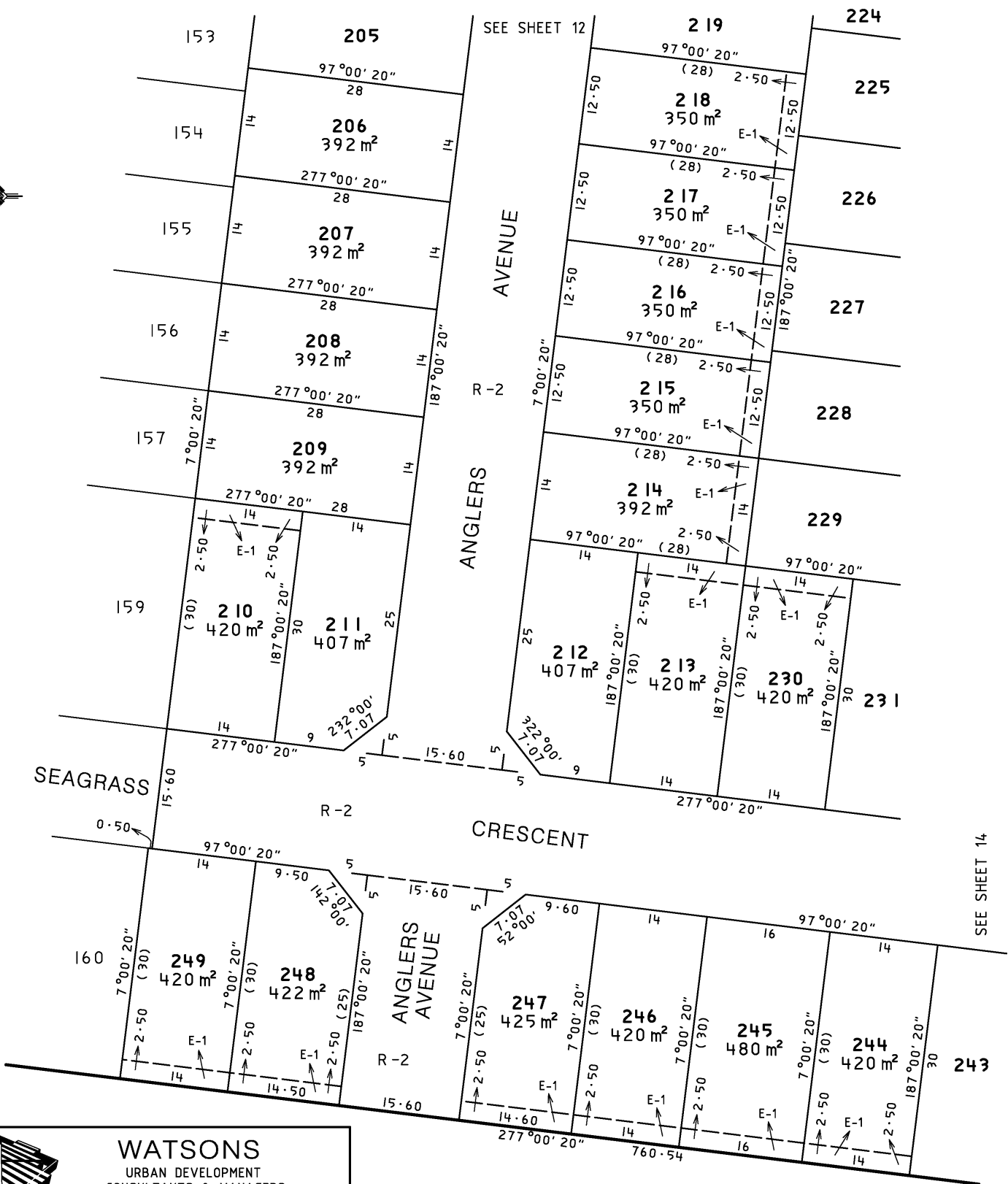
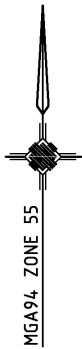
5 MAIN ST, MORNINGTON PH (03) 6976 4644, FAX (03) 6976 3916  
THE MELBURNIAN, SUITE 2, 250 ST-KILDA RD, SOUTHBANK PH (03) 9697 8000, FAX (03) 9697 8099

# PLAN OF SUBDIVISION

Stage No.

Plan Number

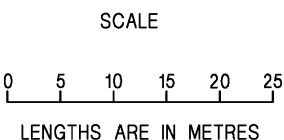
## PS 643122Y



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ORIGINAL  
SCALE SHEET  
SIZE  
1:500 A3



LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG  
SIGNATURE DIGITALLY SIGNED DATE  
REF 35983 VERSION

SHEET 13

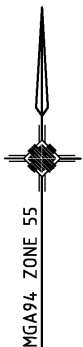
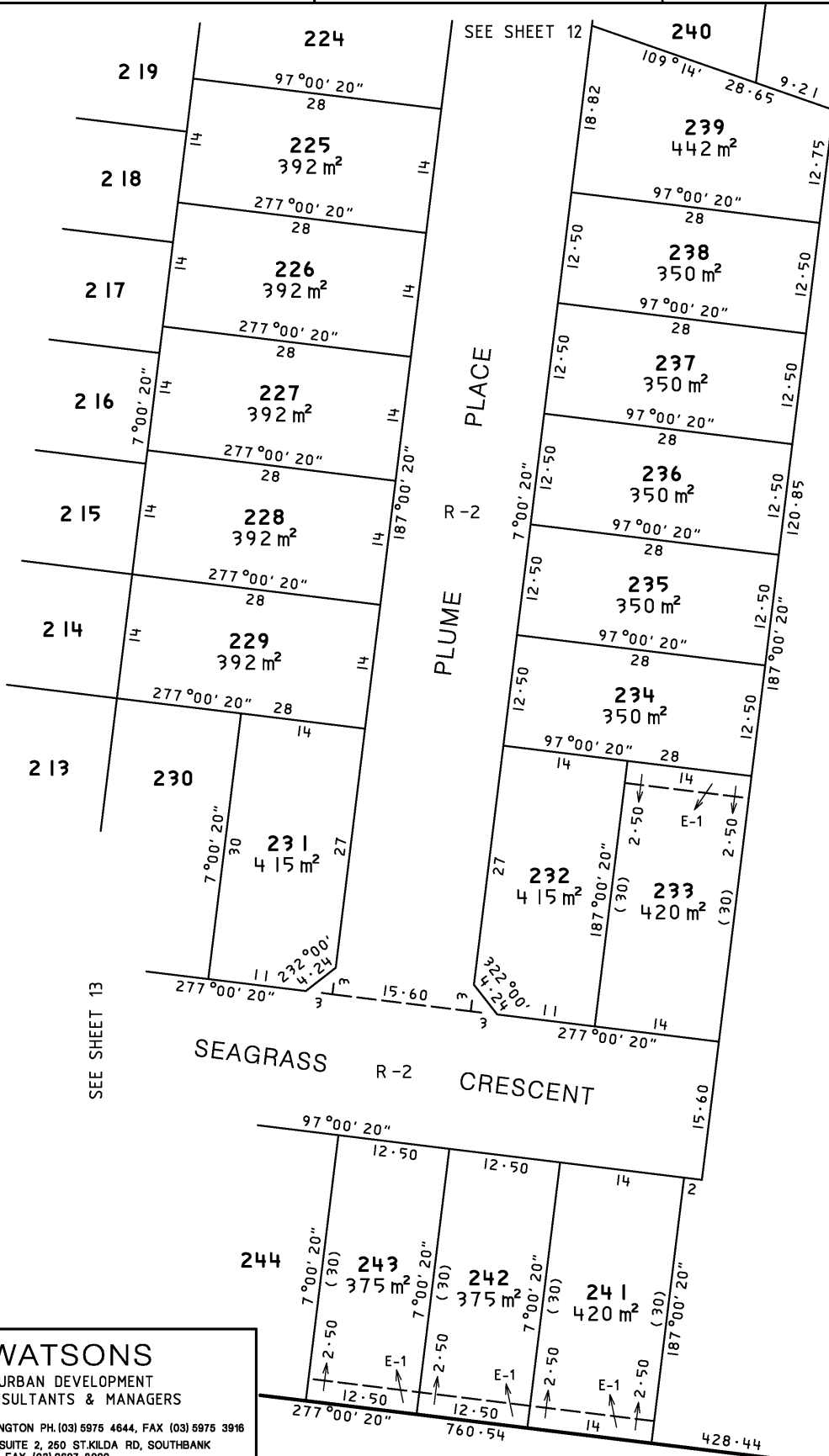
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# PLAN OF SUBDIVISION

Stage No.

Plan Number

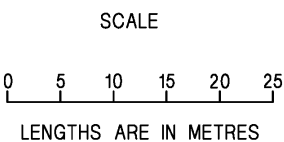
## PS 643122Y



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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 SHEET  
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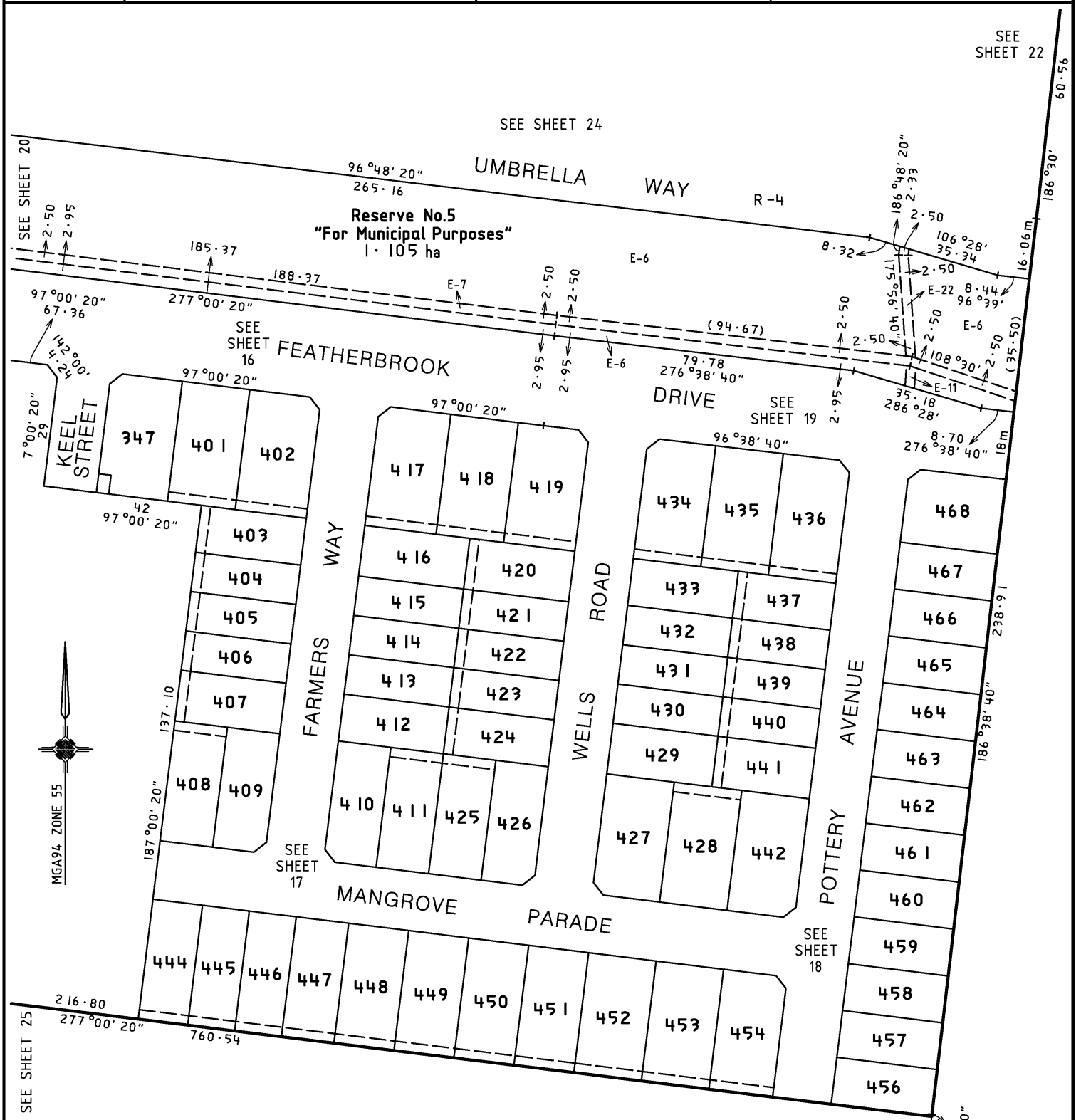



LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG  
SIGNATURE ..... DIGITALLY SIGNED ..... DATE  
REF 35983 VERSION

SHEET 14

DATE / /20  
COUNCIL DELEGATE SIGNATURE  
ORIGINAL SHEET SIZE A3

<b>PLAN OF SUBDIVISION</b>	Stage No.	Plan Number <b>PS 643122Y</b>
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**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

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

ORIGINAL SCALE 1:1000	SCALE  0 10 20 30 40 50 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG SIGNATURE <u>DIGITALLY SIGNED</u> DATE REF 35983 VERSION	SHEET 15 DATE / /20 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3
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# PLAN OF SUBDIVISION

Stage No.

Plan Number

**PS 643122Y**

SEE SHEET 24

96°48'20"  
265.16

UMBRELLA WAY

R-4

Reserve No.5

E-6

188.37

185.37  
277°00'20"

SEE SHEET 20

2.95  
2.50

2.50  
2.50  
2.95  
2.95

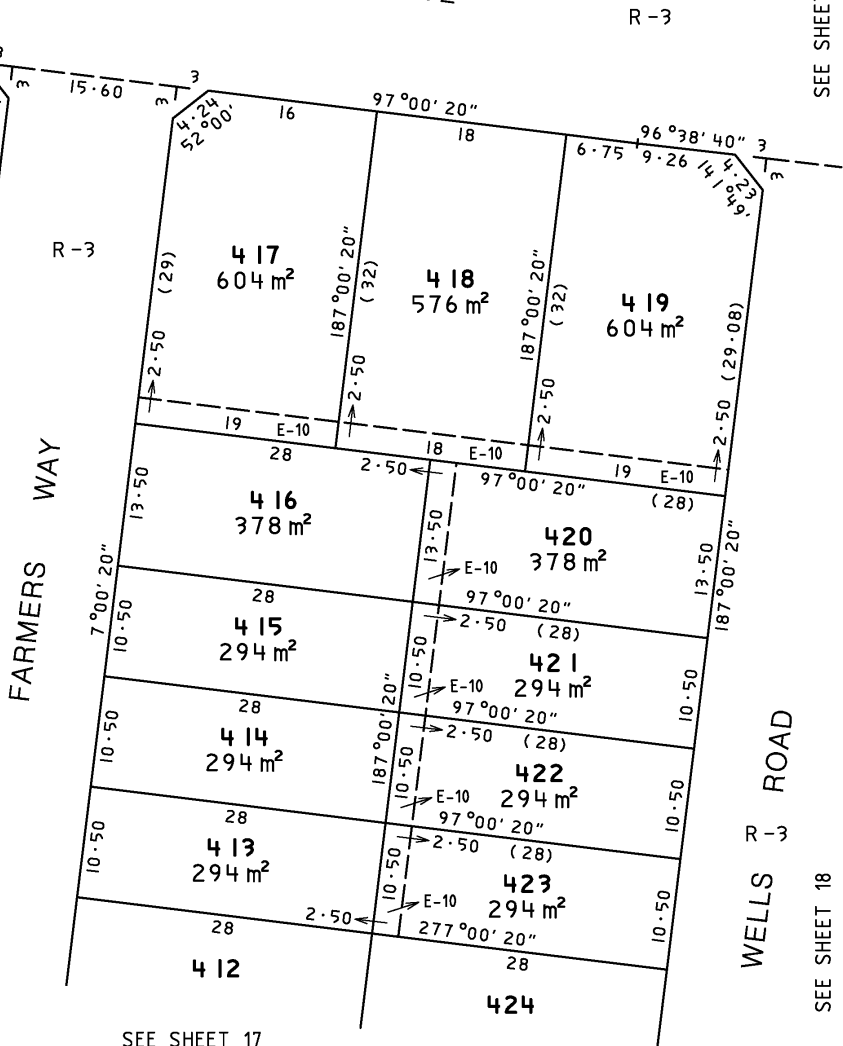
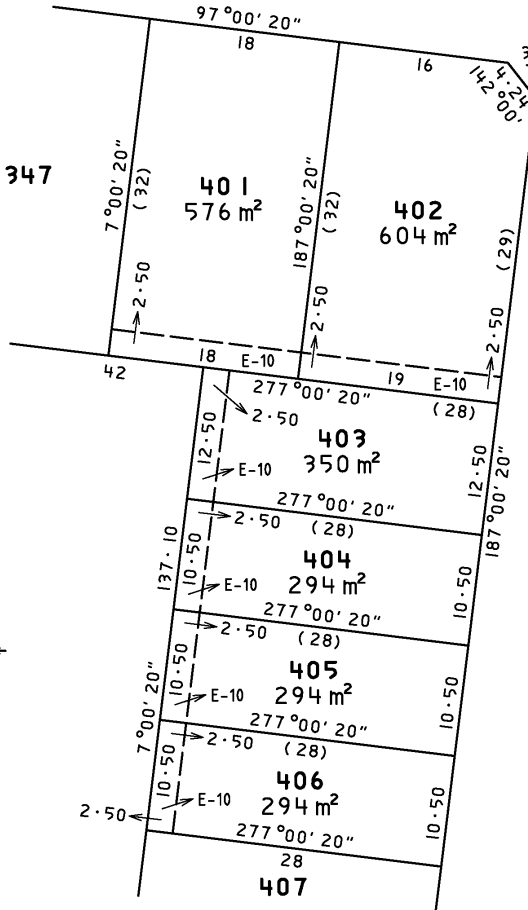
94.67  
79.78  
276°38'40"

2.087 ha

FEATHERBROOK DRIVE

R-3

SEE SHEET 19



**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

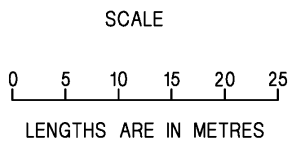
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THE MELBURNIAN, SUITE 2, 260 ST.KILDA RD, SOUTHBANK  
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SEE SHEET 17

SEE SHEET 18

SHEET 16

ORIGINAL  
SCALE SHEET  
1:500 A3



LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG  
SIGNATURE DIGITALLY SIGNED DATE  
REF 35983 VERSION

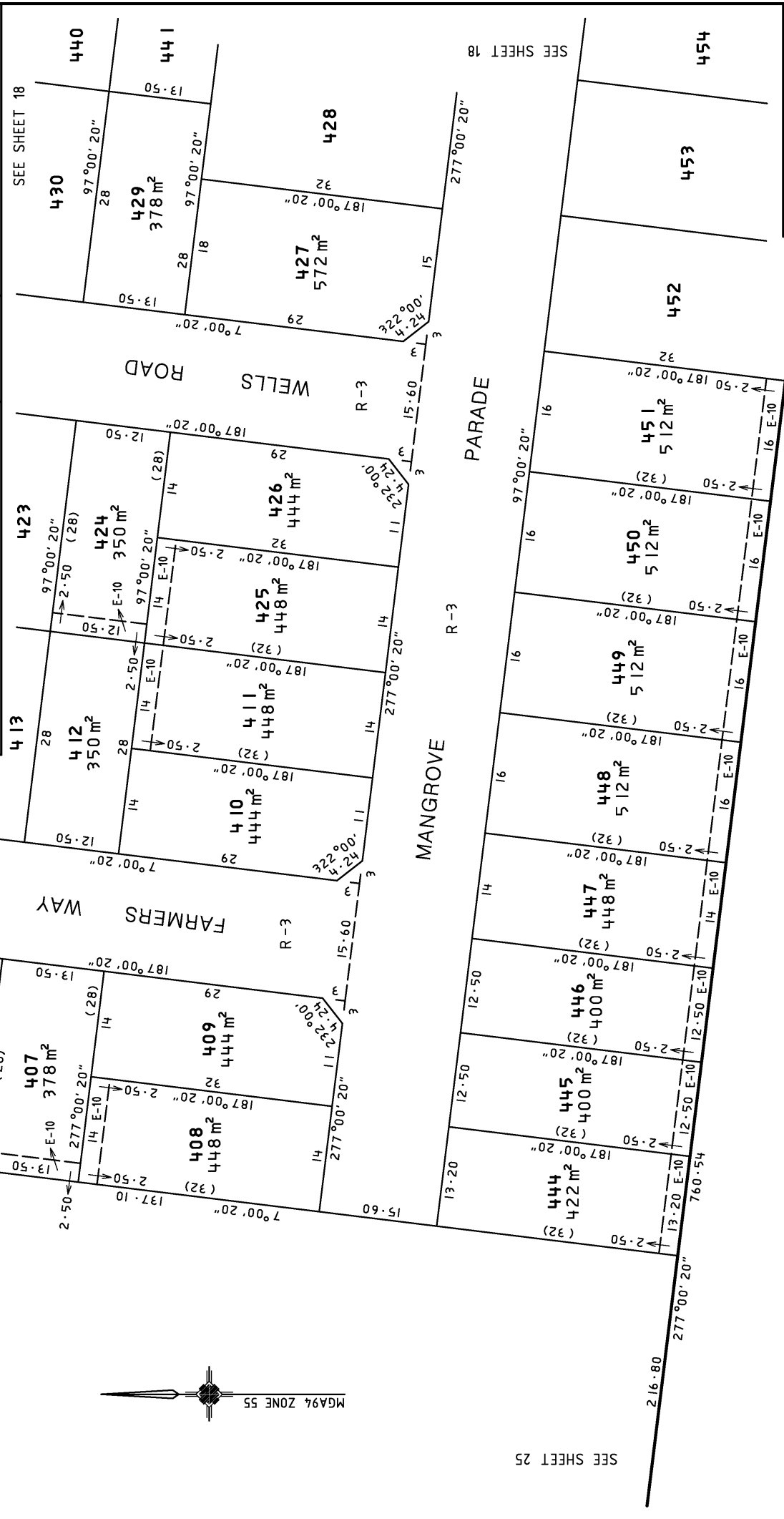
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Plan Number  
**PS 643122Y**

Stage No.

# PLAN OF SUBDIVISION

4 14  
SEE SHEET 16



SEE SHEET 18

SEE SHEET 17

SEE SHEET 25

ORIGINAL SCALE SHEET SIZE 1:500 A3

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URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

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LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG  
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REF 35983 VERSION

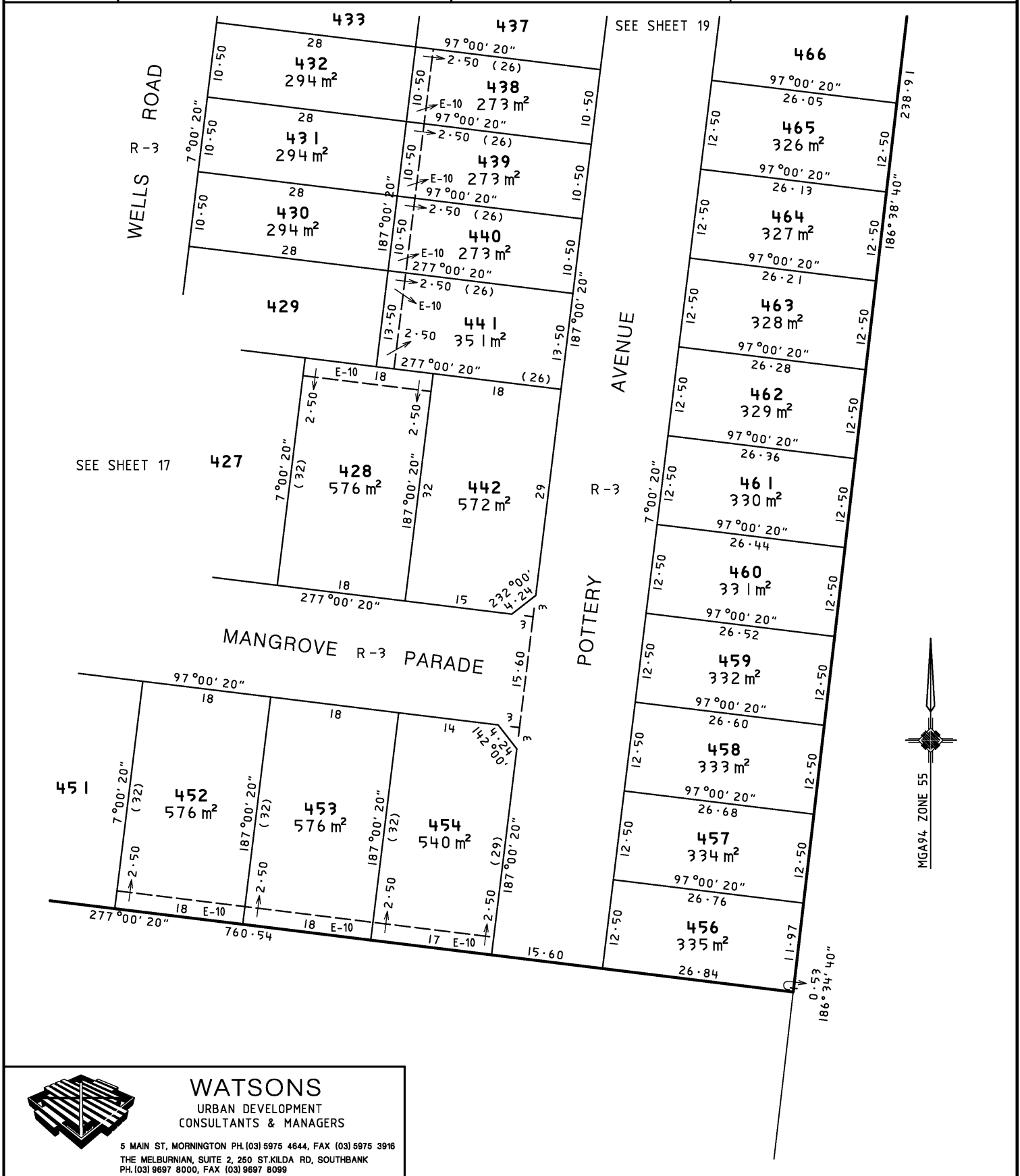
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# PLAN OF SUBDIVISION

Stage No.

Plan Number

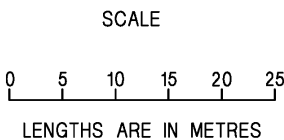
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 URBAN DEVELOPMENT  
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 THE MELBURNIAN, SUITE 2, 260 ST. KILDA RD, SOUTH BANK  
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ORIGINAL  
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 SIZE  
 1:500 A3



LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG  
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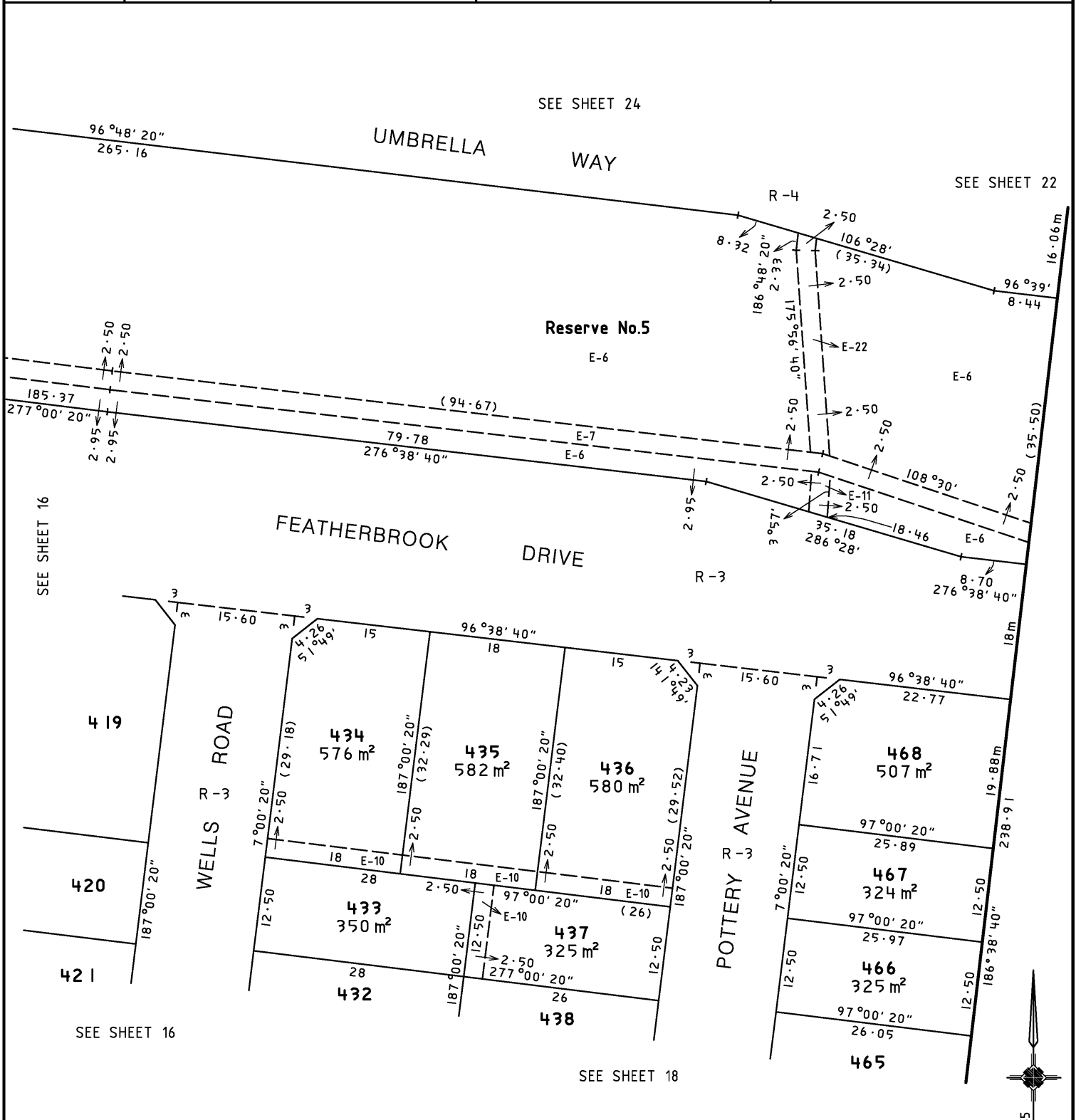
SHEET 18

DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

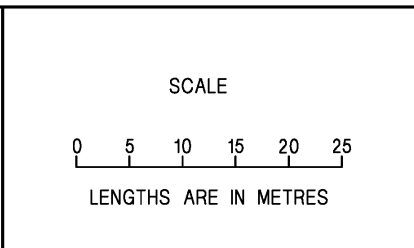
<b>PLAN OF SUBDIVISION</b>	Stage No.	Plan Number <b>PS 643122Y</b>
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URBAN DEVELOPMENT  
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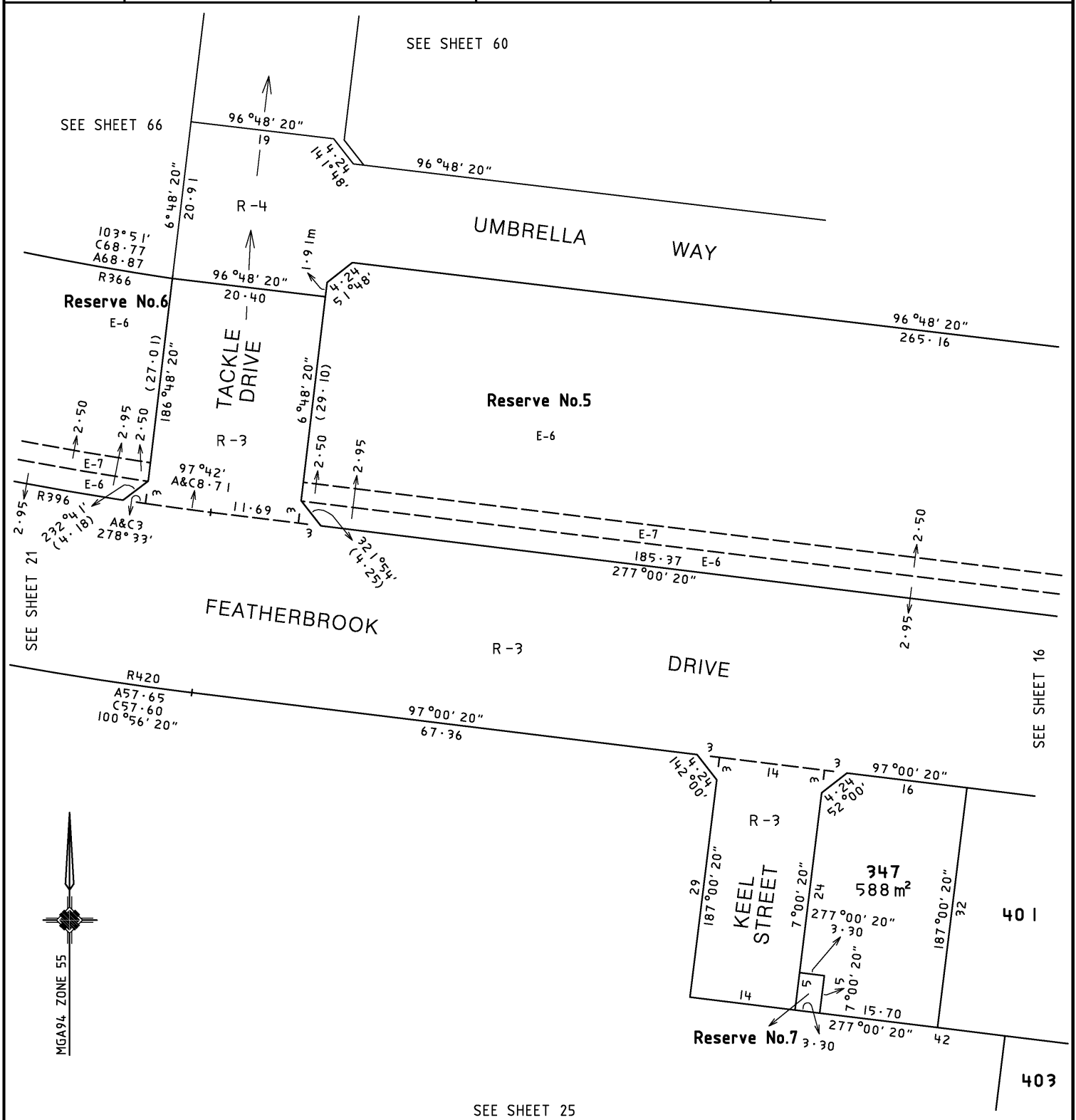
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LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE <u>DIGITALLY SIGNED</u> DATE
REF 35983 VERSION

SHEET 19
DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

<b>PLAN OF SUBDIVISION</b>	Stage No.	Plan Number <b>PS 643122Y</b>
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URBAN DEVELOPMENT  
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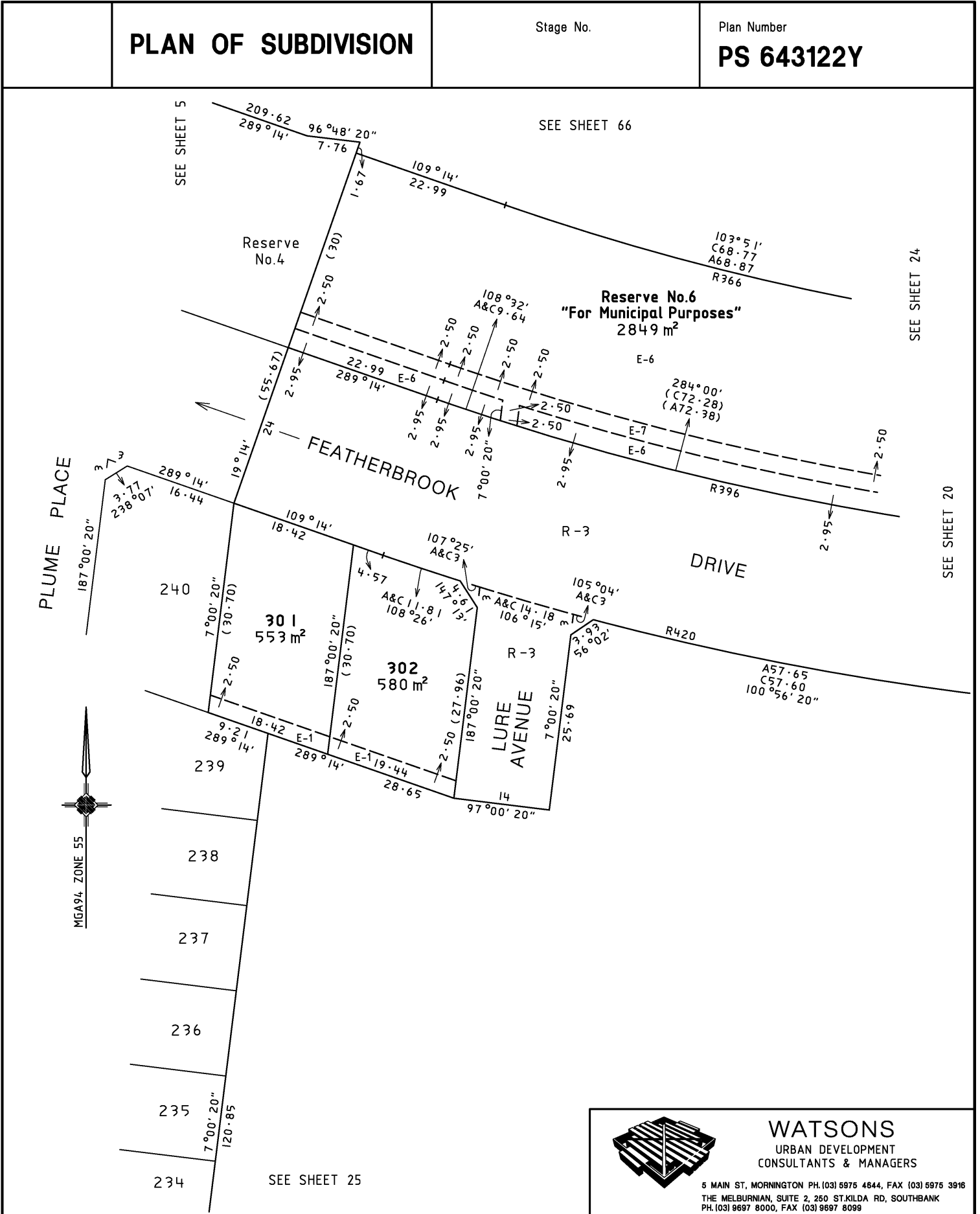
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# PLAN OF SUBDIVISION

Stage No.

Plan Number

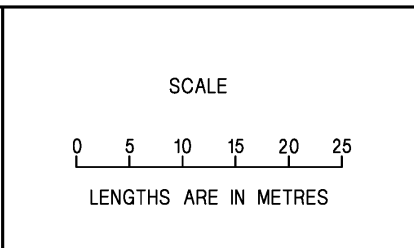
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 URBAN DEVELOPMENT  
 CONSULTANTS & MANAGERS

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

ORIGINAL SCALE 1:500  
 SHEET SIZE A3



LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG  
 SIGNATURE DIGITALLY SIGNED DATE  
 REF 35983 VERSION

SHEET 21  
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# PLAN OF SUBDIVISION

Stage No.

Plan Number

## PS 643122Y

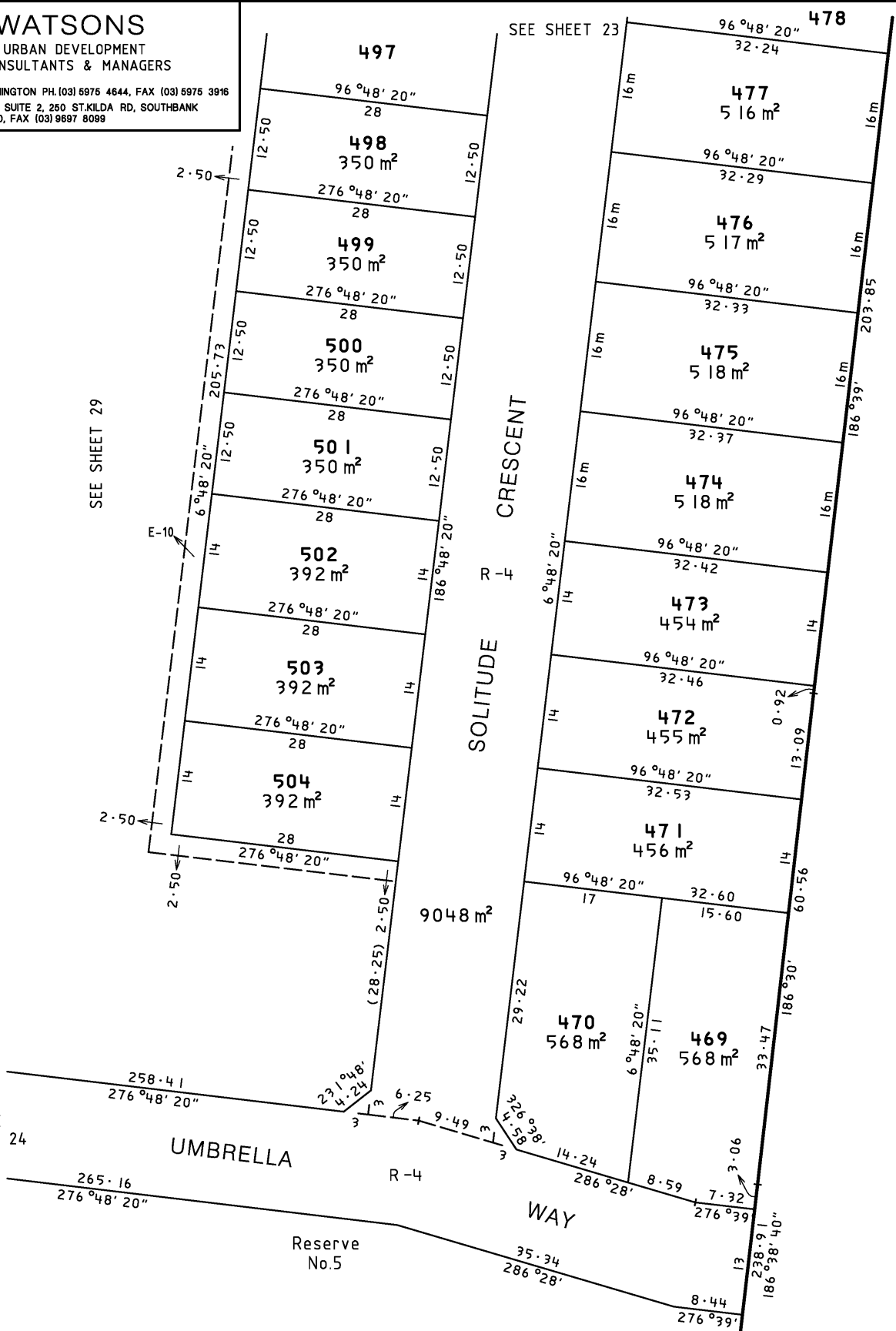


**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

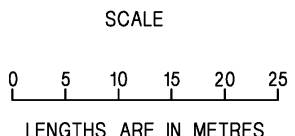
6 MAIN ST, MORNINGTON PH.(03) 6975 4644, FAX (03) 6975 3916  
THE MELBURNIAN, SUITE 2, 260 ST.KILDA RD, SOUTHBANK  
PH.(03) 9697 8000, FAX (03) 9697 8099



MGA94, ZONE 55



ORIGINAL  
SCALE SHEET  
1:500 SIZE  
A3



LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG  
SIGNATURE DIGITALLY SIGNED DATE  
REF 35983 VERSION

SHEET 22

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DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

# PLAN OF SUBDIVISION

Stage No.

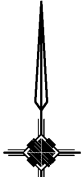
Plan Number

## PS 643122Y



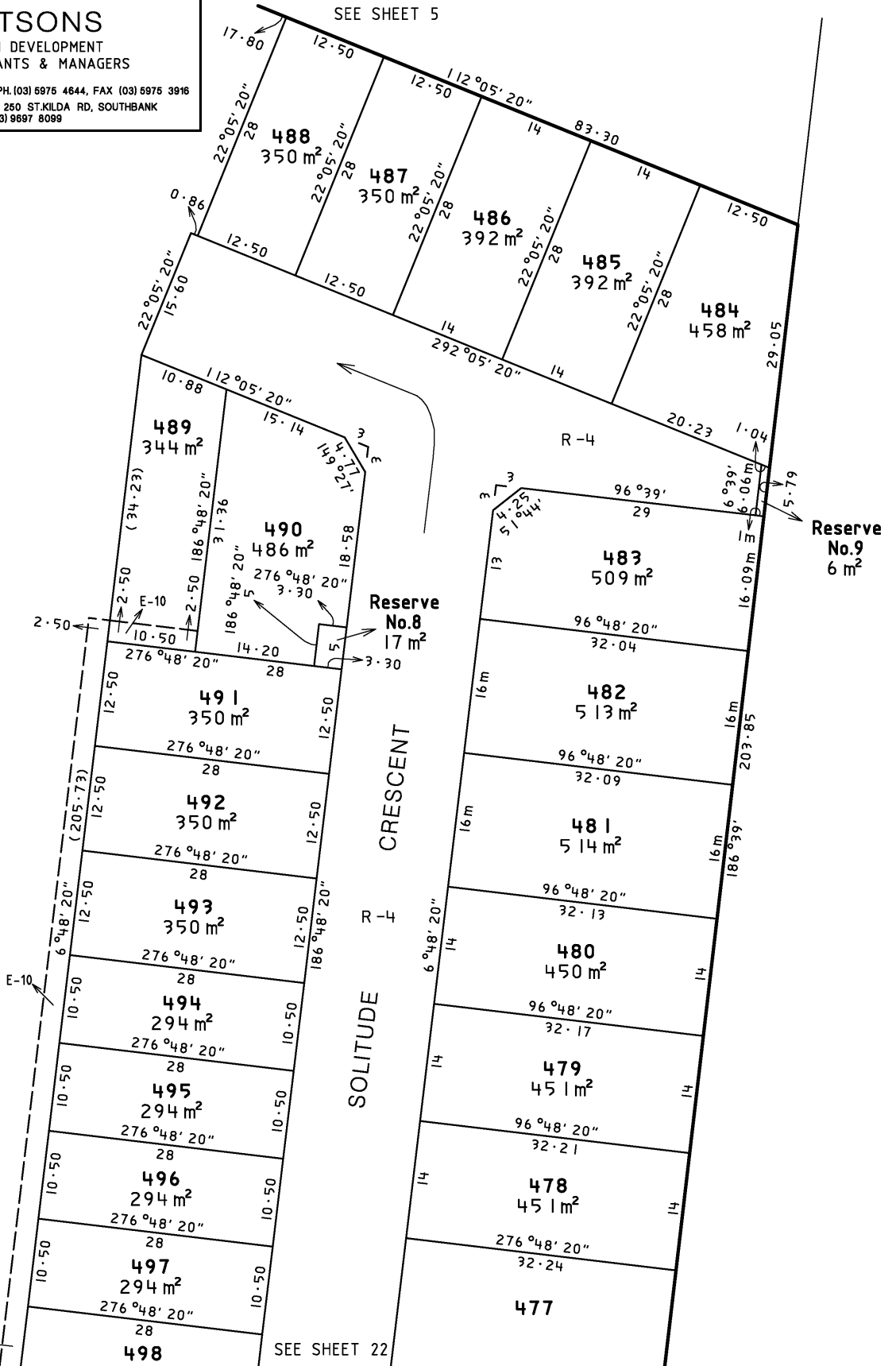
**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

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



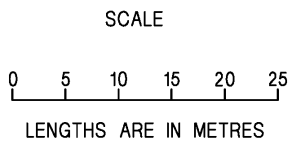
MGA94, ZONE 55

SEE SHEET 29



SHEET 23

ORIGINAL  
SCALE SHEET  
1:500 A3



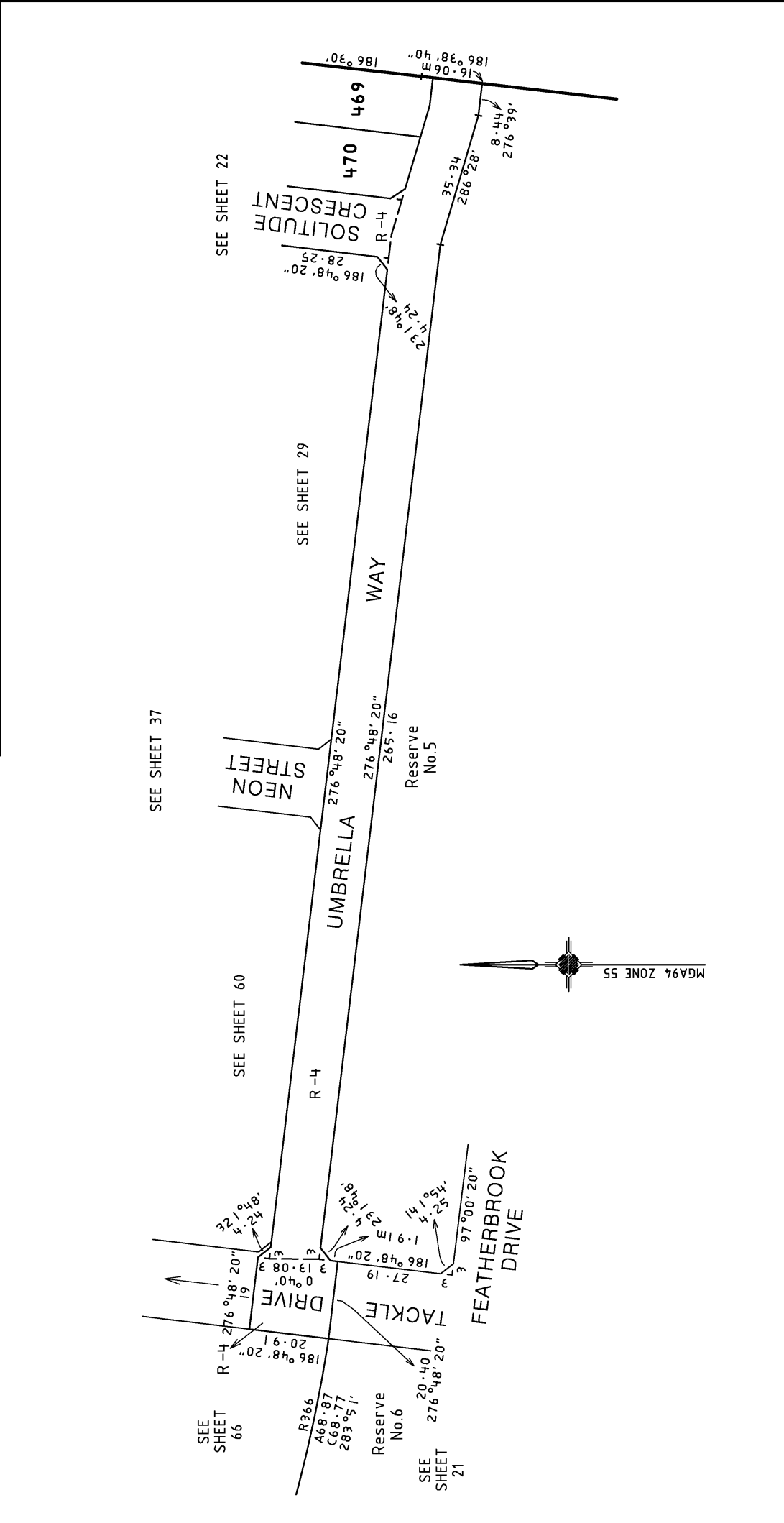
LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG  
SIGNATURE DIGITALLY SIGNED DATE  
REF 35983 VERSION

DATE / /20  
COUNCIL DELEGATE SIGNATURE  
ORIGINAL SHEET SIZE A3

# PLAN OF SUBDIVISION

Stage No.

Plan Number  
**PS 643122Y**



SHEET 24

DATE / /20

COUNCIL DELEGATE SIGNATURE

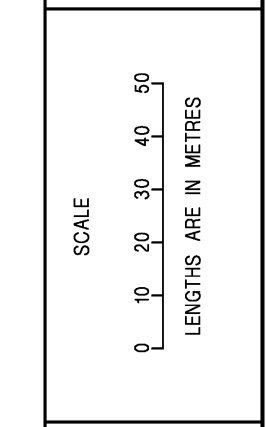
ORIGINAL SHEET SIZE A3

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG


SIGNATURE DIGITALLY SIGNED DATE

REF 35983

VERSION



ORIGINAL SCALE SHEET SIZE 1:1000 A3



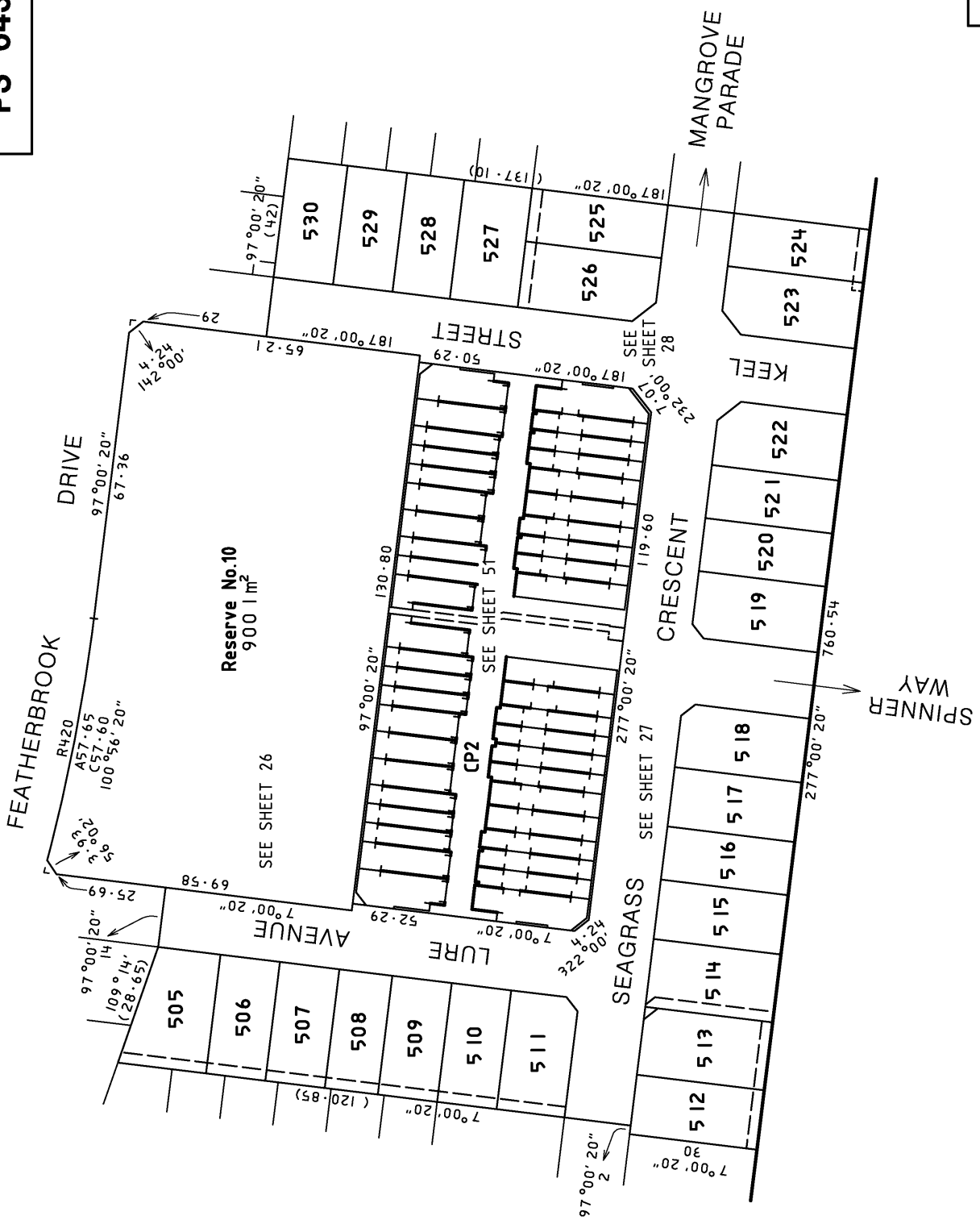
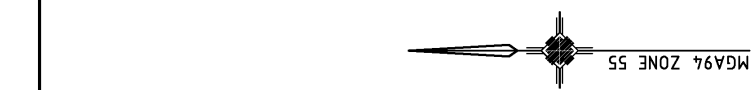
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ORIGINAL SHEET SIZE 1:1000 A3

Plan Number

**PS 643122Y**




SHEET 25  
ORIGINAL SHEET SIZE A3

SCALE  
ORIGINAL SCALE  
1:1000

0 10 20 30 40 50  
LENGTHS ARE IN METRES

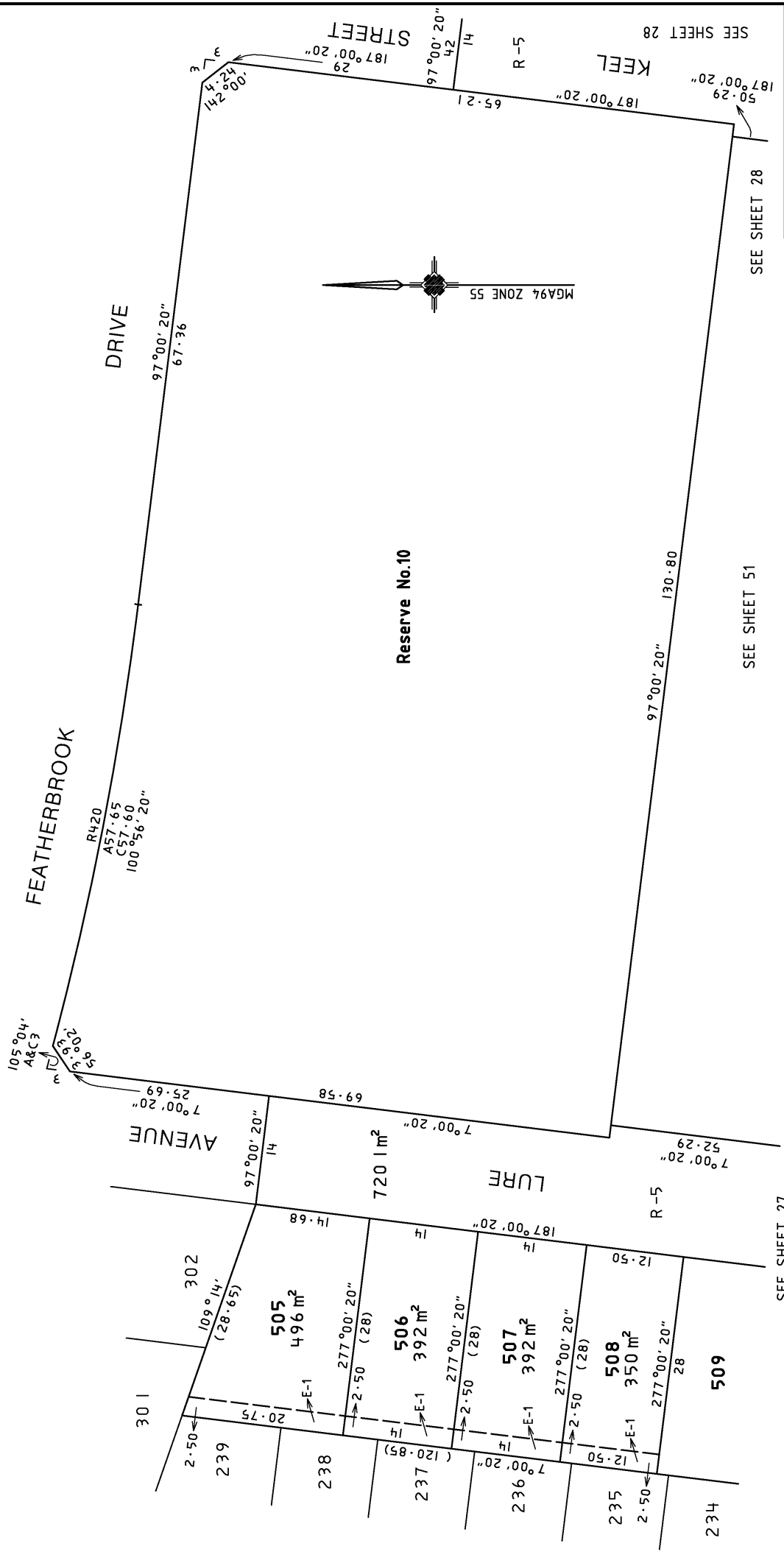
DIGITALLY SIGNED BY LICENSED SURVEYOR  
JONATHAN TREVOR NEATE  
VERSION  
REF 35983



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Plan Number  
**PS 643122Y**




SHEET 26  
ORIGINAL SHEET SIZE A3

SCALE  
0 5 10 15 20 25  
LENGTHS ARE IN METRES

ORIGINAL SCALE  
1:500

DIGITALLY SIGNED BY LICENSED SURVEYOR  
JONATHAN TREVOR NEATE  
REF 35983  
VERSION

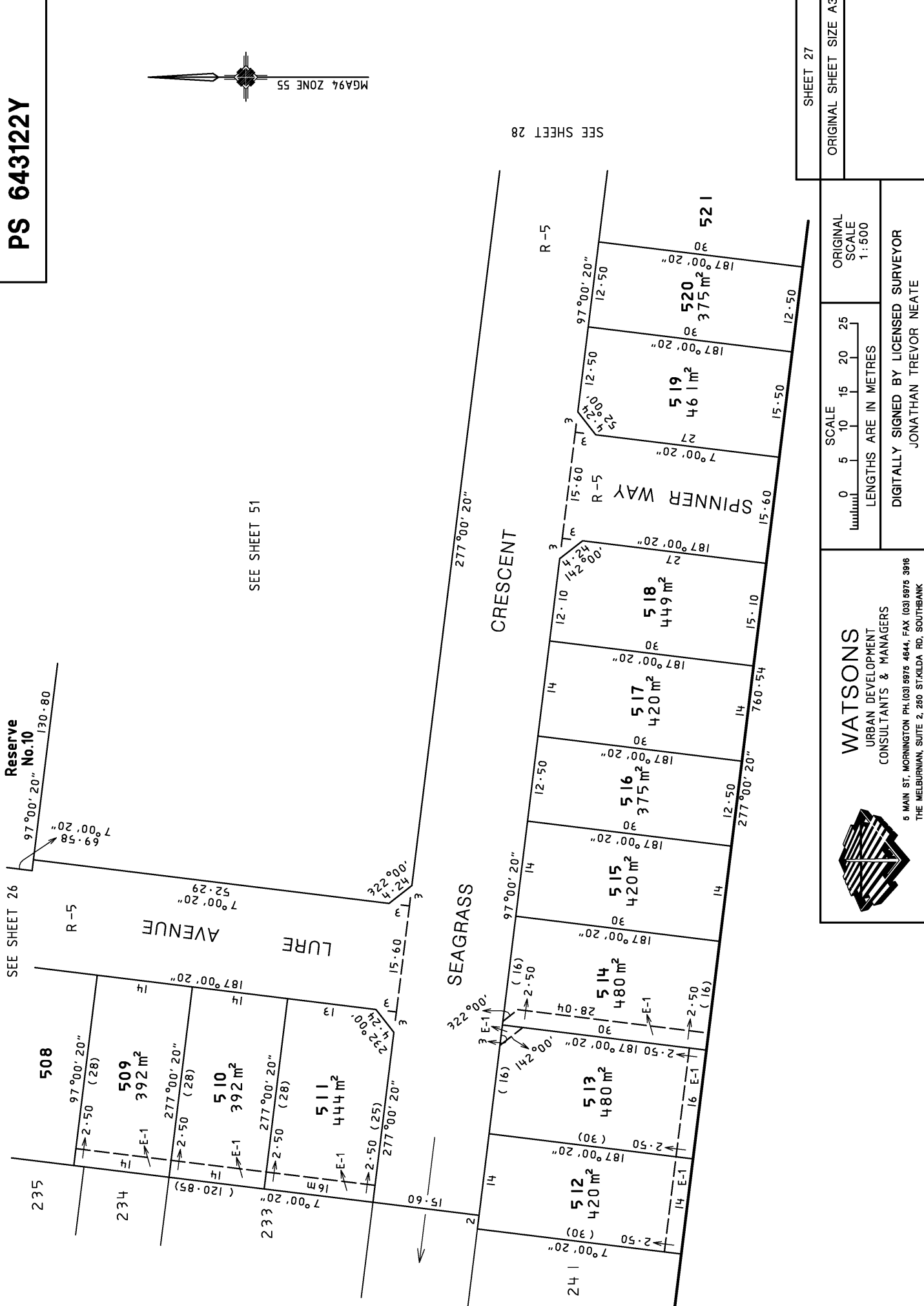


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SEE SHEET 27

Plan Number  
**PS 643122Y**



SHEET 27

ORIGINAL SHEET SIZE A3

SCALE  
0 5 10 15 20 25  
LENGTHS ARE IN METRES

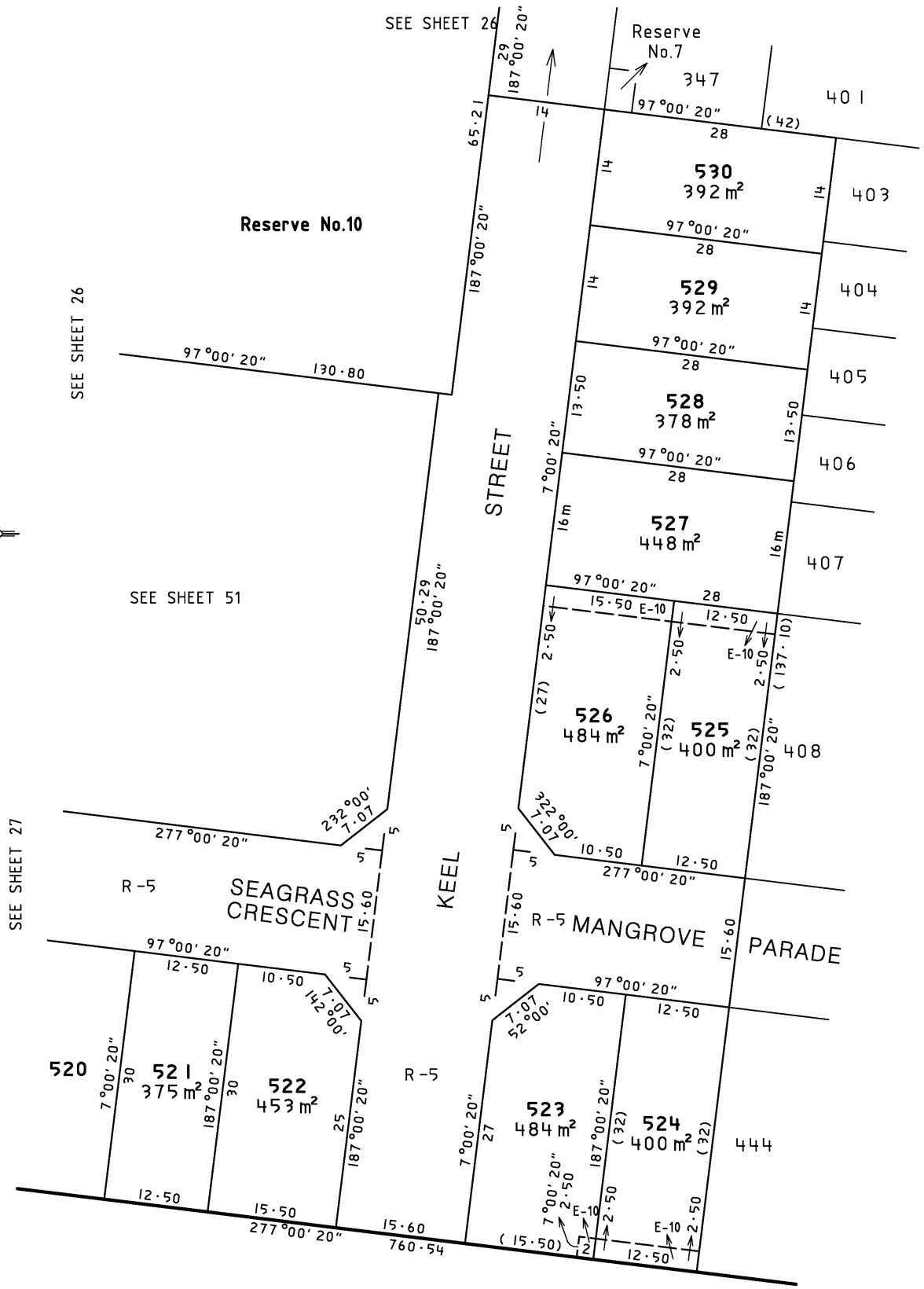
ORIGINAL SCALE  
1:500

DIGITALLY SIGNED BY LICENSED SURVEYOR  
JONATHAN TREVOR NEATE  
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Plan Number  
**PS 643122Y**



SEE SHEET 26

SEE SHEET 51

SEE SHEET 27

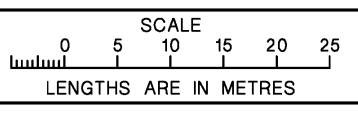
SEE SHEET 26

SHEET 28  
ORIGINAL SHEET SIZE A3



**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

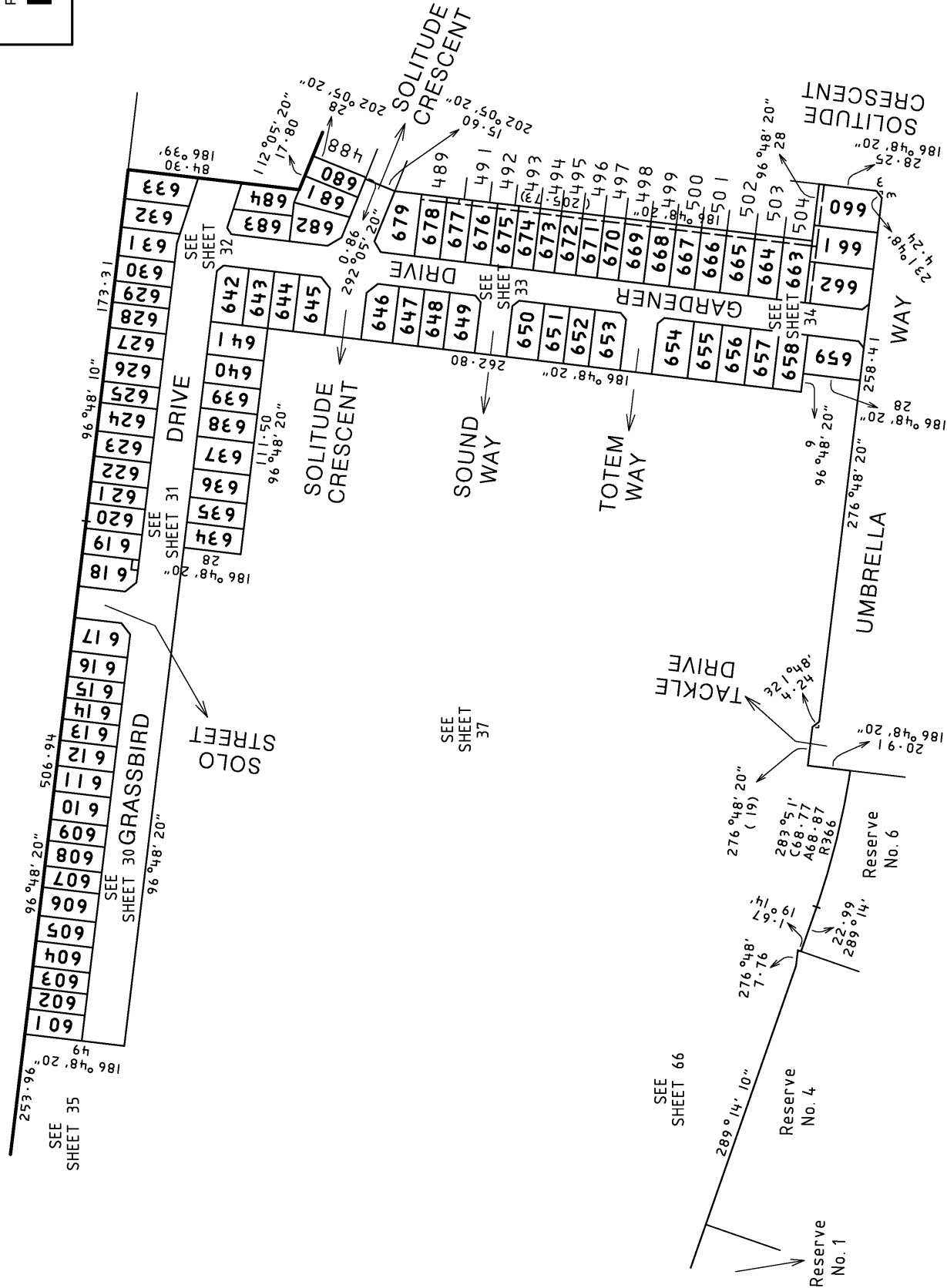
5 MAIN ST, MORNINGTON PH. (03) 5975 4644, FAX (03) 5975 3816  
THE MELBURNIAN, SUITE 2, 260 ST. KILDA RD, SOUTHBANK  
PH. (03) 9697 8000, FAX (03) 9697 8099



ORIGINAL  
SCALE  
1:500


DIGITALLY SIGNED BY LICENSED SURVEYOR  
JONATHAN TREVOR NEATE  
REF 35983 VERSION

Plan Number  
**PS 643122Y**



SCALE 1:2000	LENGTHS ARE IN METRES 0 20 40 60 80	ORIGINAL SHEET SIZE A3	SHEET 29
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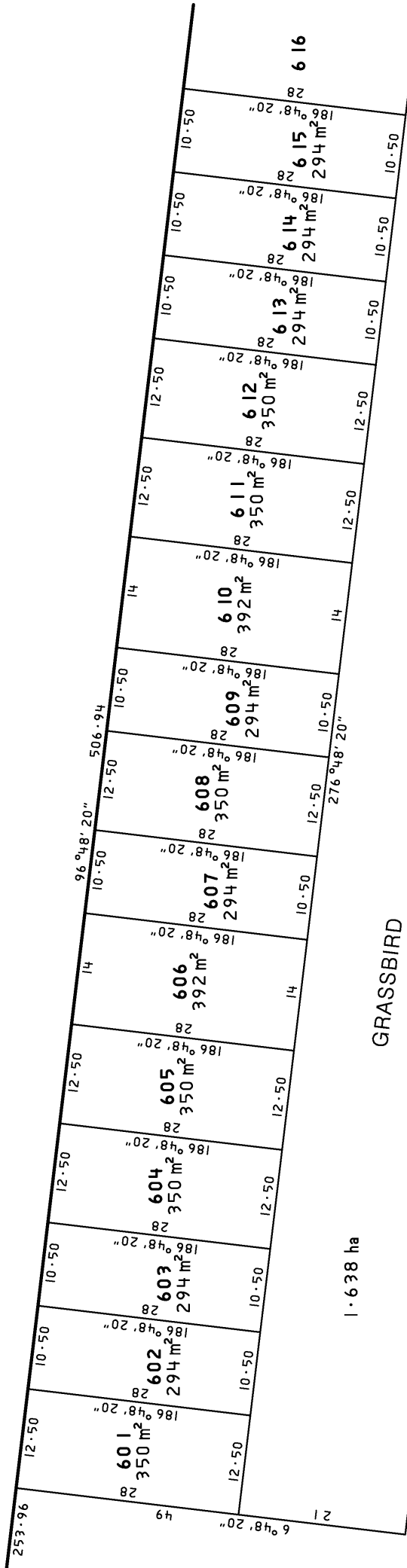
KEVIN CHARLES WALSH, VERSION



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Plan Number  
**PS 643122Y**

SEE  
SHEET  
35



SEE  
SHEET 31

R-6

SEE SHEET 37



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SCALE  
1:500

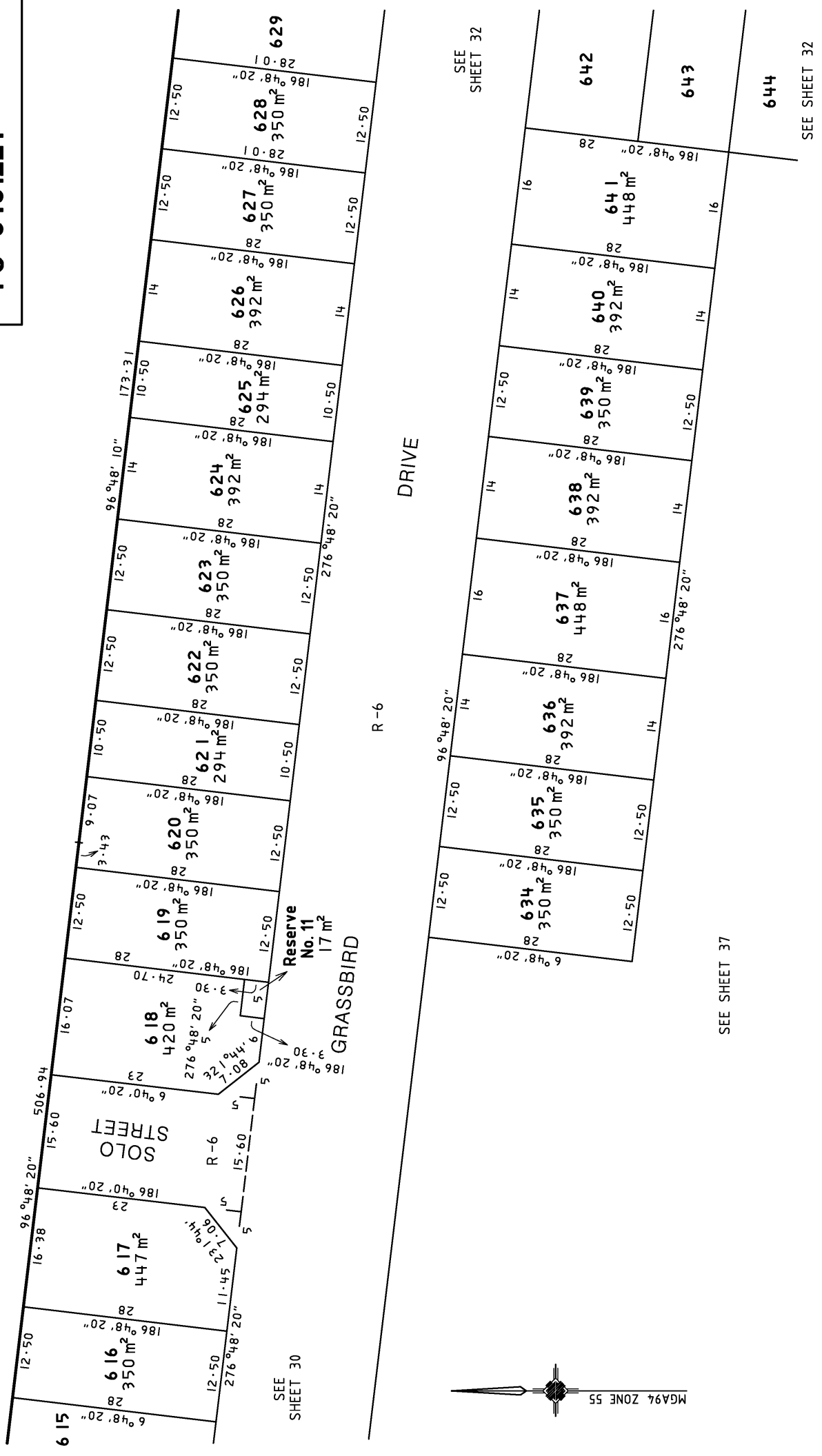
0 5 10 15 20  
LENGTHS ARE IN METRES

KEVIN CHARLES WALSH, VERSION


ORIGINAL SHEET  
SIZE A3

SHEET 30

Plan Number  
**PS 643122Y**



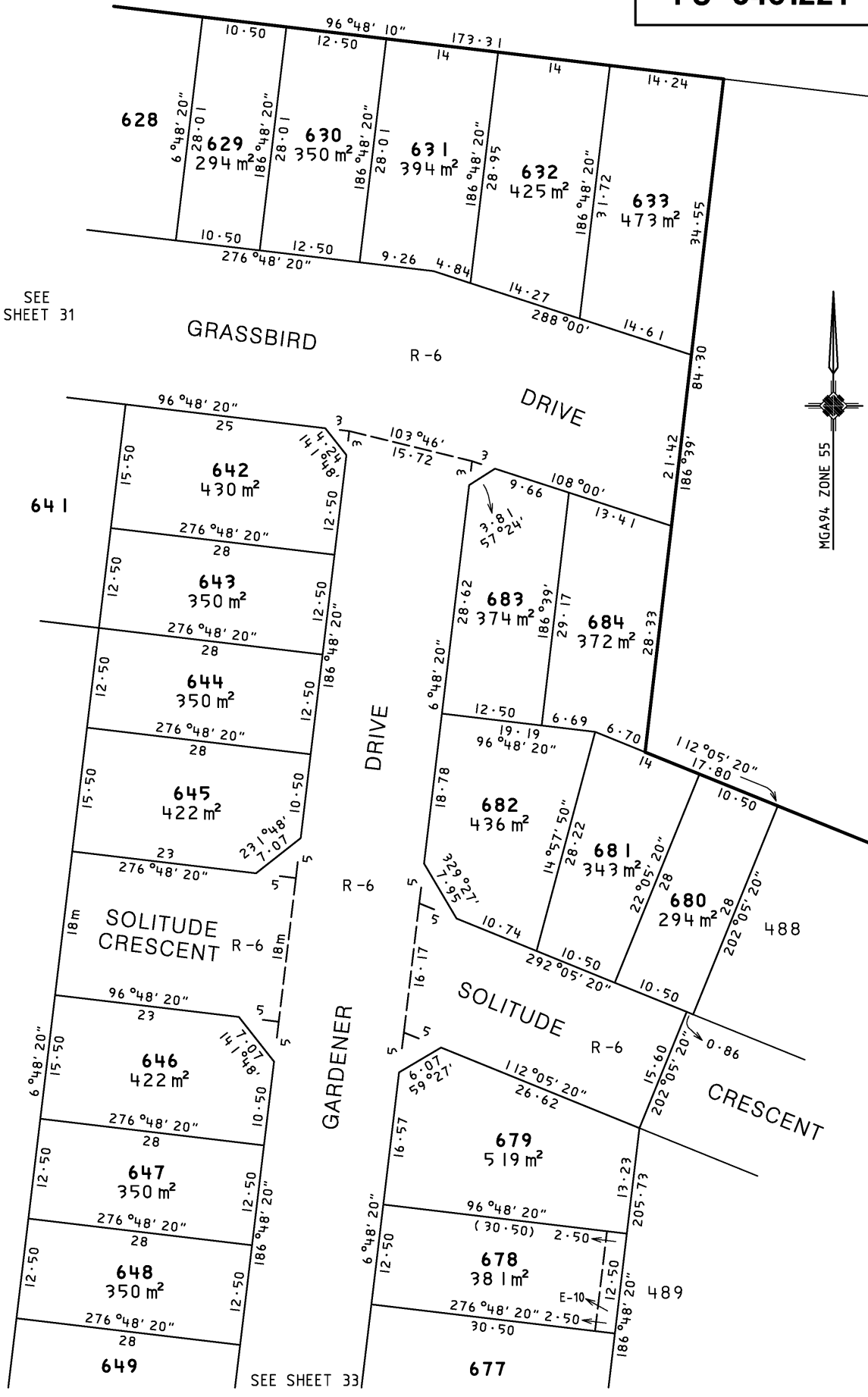
SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 31
KEVIN CHARLES WALSH, VERSION			



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URBAN DEVELOPMENT  
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Plan Number  
**PS 643122Y**



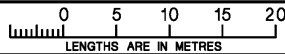
**WATSONS**

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SCALE  
1:500



ORIGINAL SHEET  
SIZE A3

SHEET 32

KEVIN CHARLES WALSH, VERSION

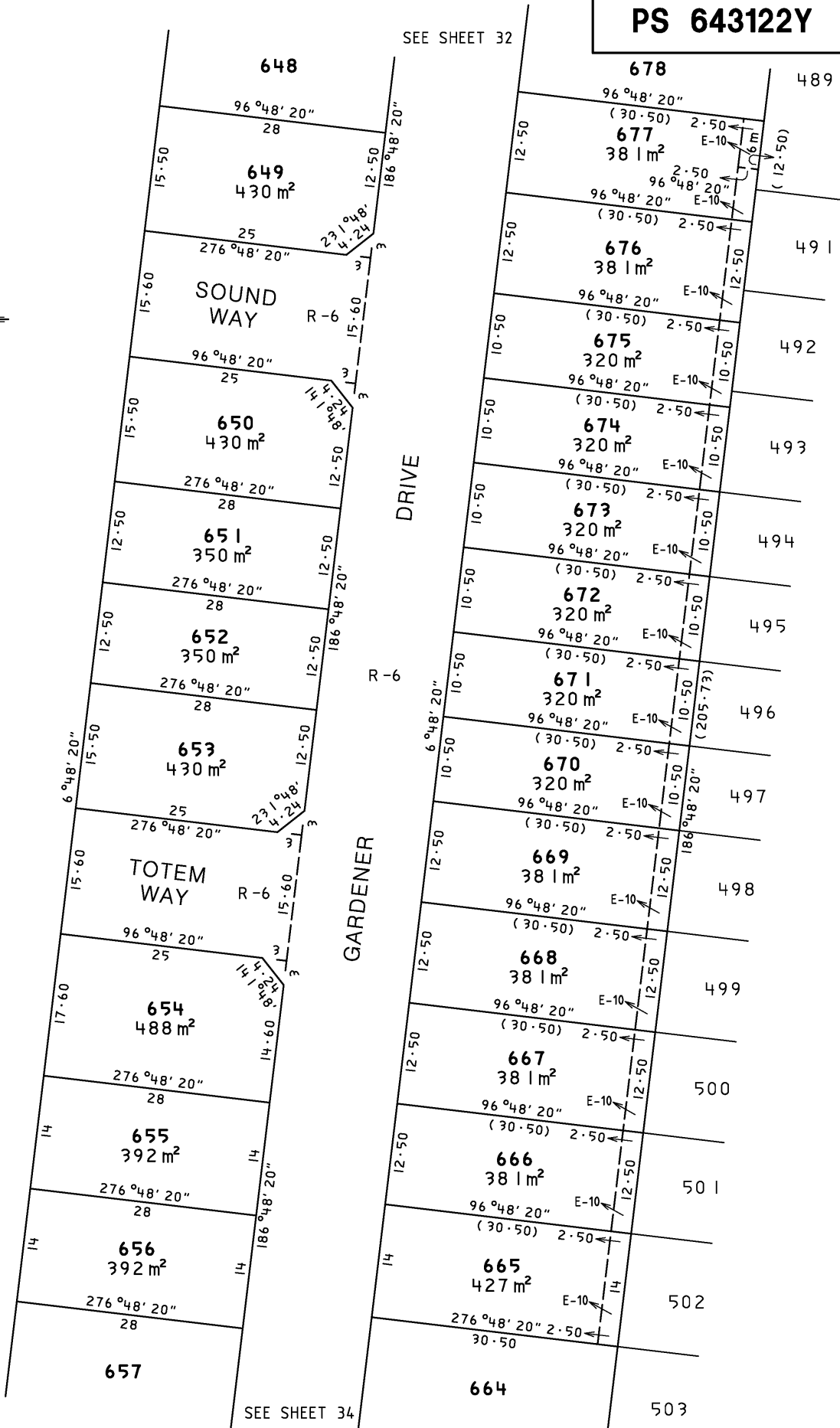
Plan Number

**PS 643122Y**



SEE SHEET 37

SEE SHEET 32

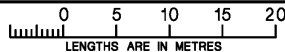


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PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE  
1:500



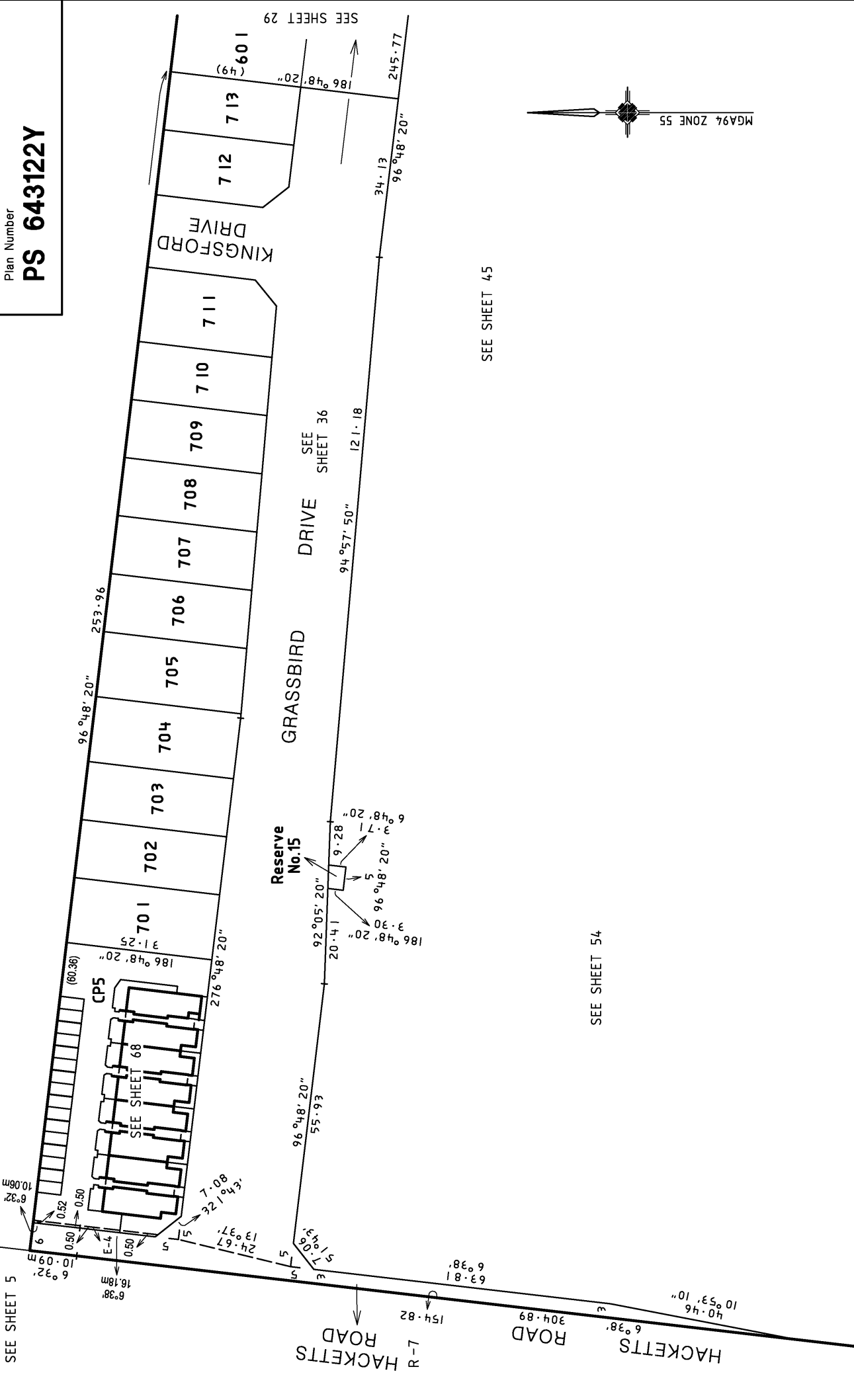
ORIGINAL SHEET  
SIZE A3

SHEET 33

KEVIN CHARLES WALSH, VERSION



Plan Number  
**PS 643122Y**



SCALE 1:750	0 7.5 15 22.5 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 35
KEVIN CHARLES WALSH, VERSION			


SEE SHEET 5

SEE SHEET 29

SEE SHEET 36

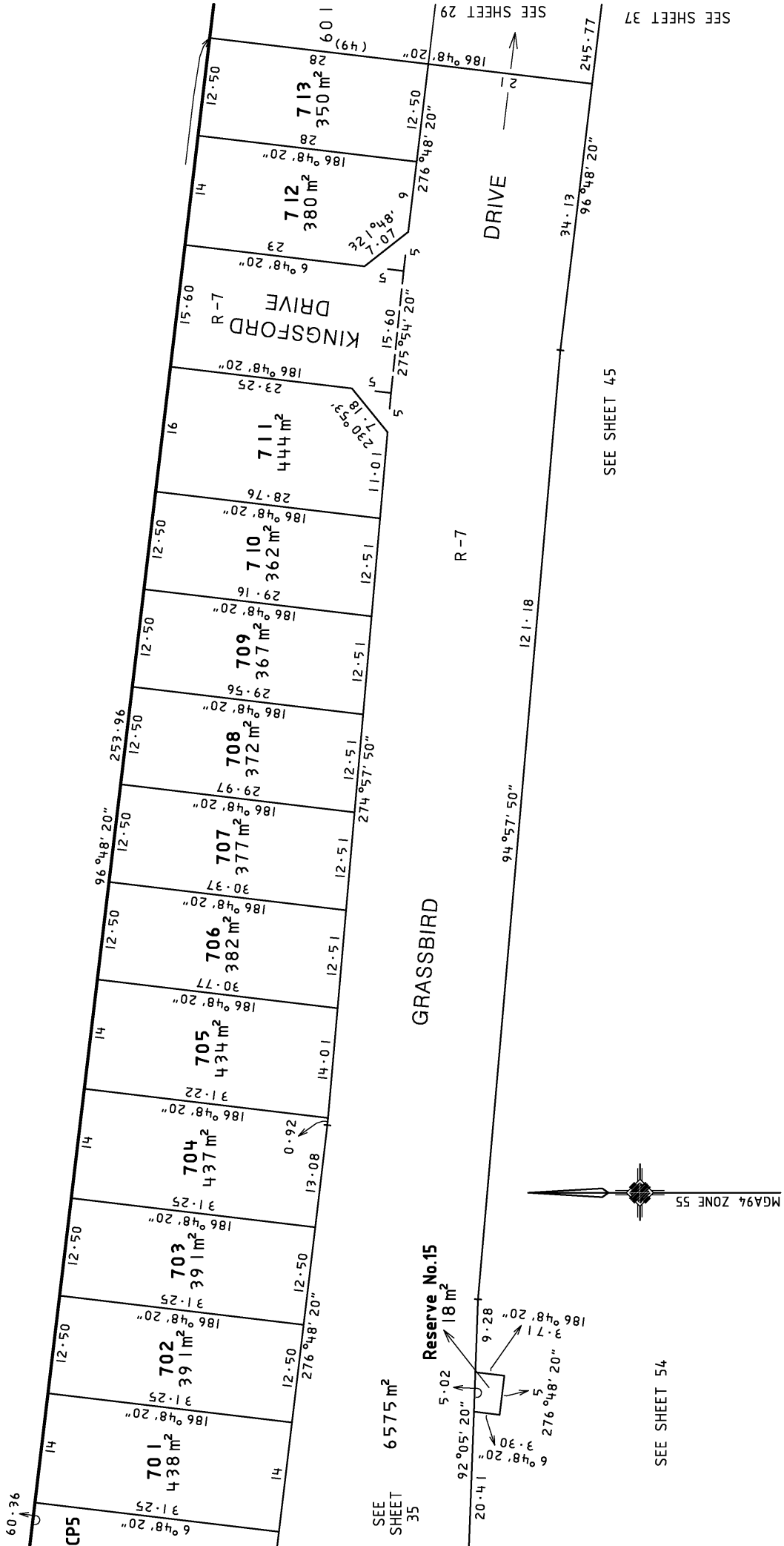

SEE SHEET 45

SEE SHEET 54



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PH.(03) 9987 8000, FAX (03) 9987 8099

Plan Number  
**PS 643122Y**

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FAX (03) 9575 3916  
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PH. (03) 9657 8000, FAX. (03) 9657 8099

SCALE  
1:500

LENGTHS ARE IN METRES

0 5 10 15 20

KEVIN CHARLES WALSH, VERSION

ORIGINAL SHEET  
SIZE A3

SHEET 36

SEE SHEET 54

SEE SHEET 45

SEE SHEET 37

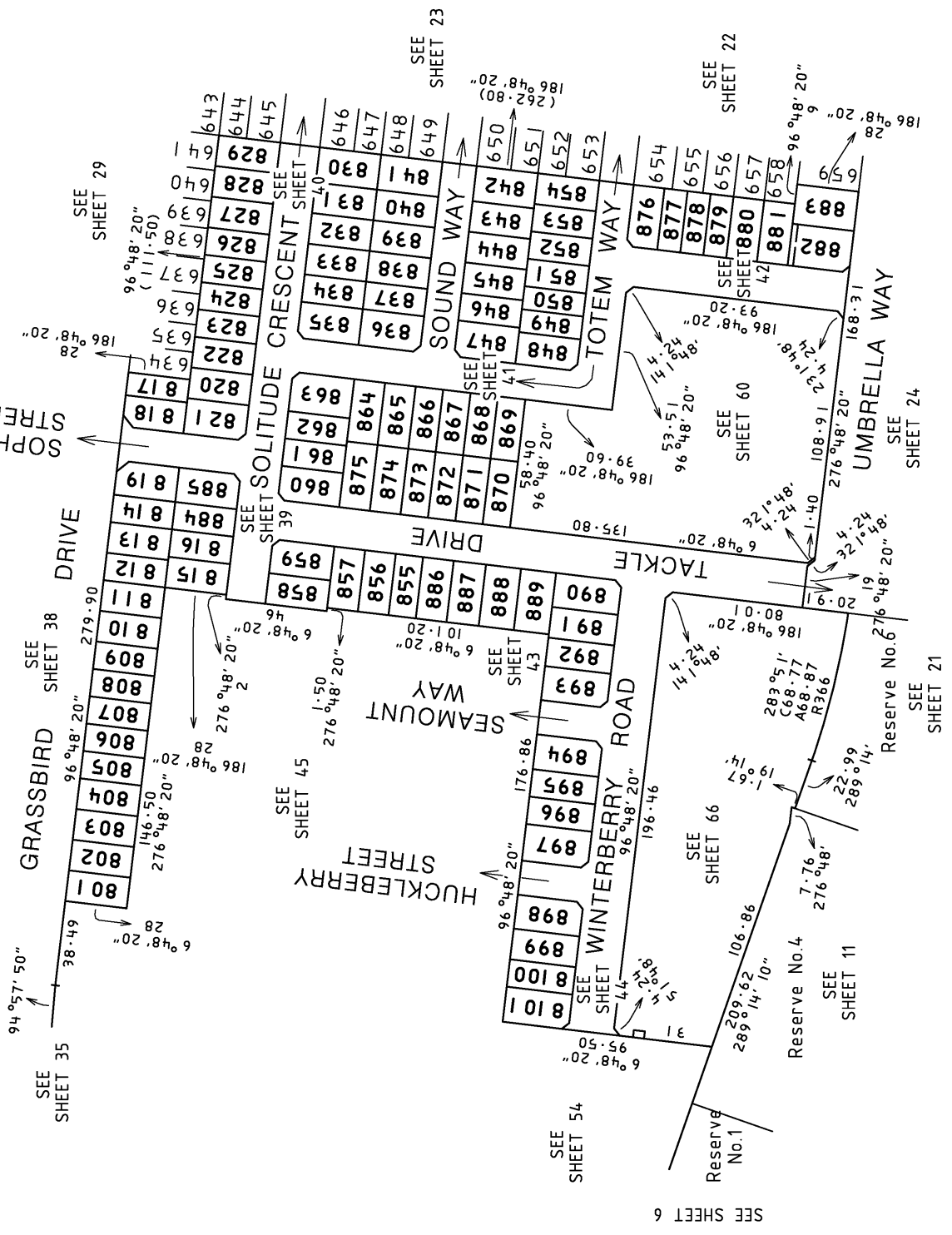
SEE SHEET 35

Reserve No. 15  
18 m²

GRASSBIRD DRIVE

KINGSFORD DRIVE

Plan Number  
**PS 643122Y**



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 PH.(03) 9587 8000, FAX (03) 9587 8099



SCALE  
1:2000

LENGTHS ARE IN METRES

0 20 40 60 80

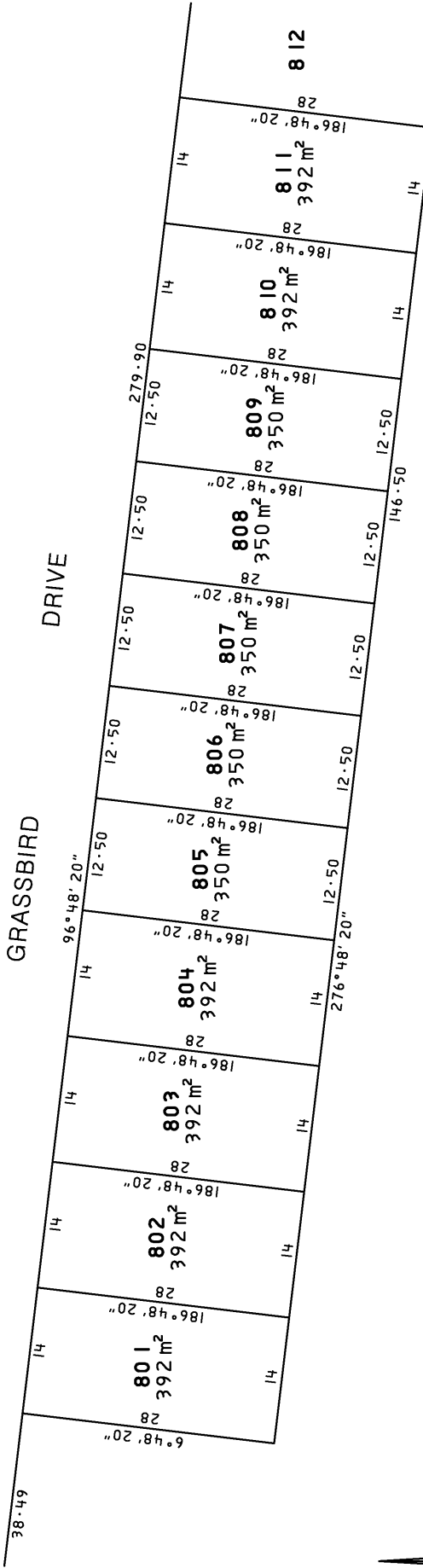
KEVIN CHARLES WALSH VERSION

ORIGINAL SHEET  
SIZE A3

SHEET 37

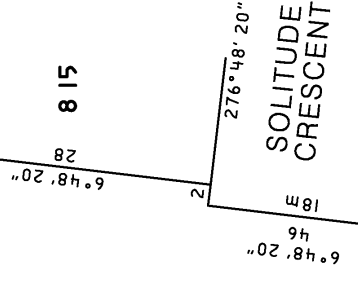
Plan Number  
**PS 643122Y**

SEE SHEET 37




SEE SHEET 45

SEE SHEET 39



SEE SHEET 39



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PH.(03) 9687 8000, FAX (03) 9687 8099

SCALE  
1:500

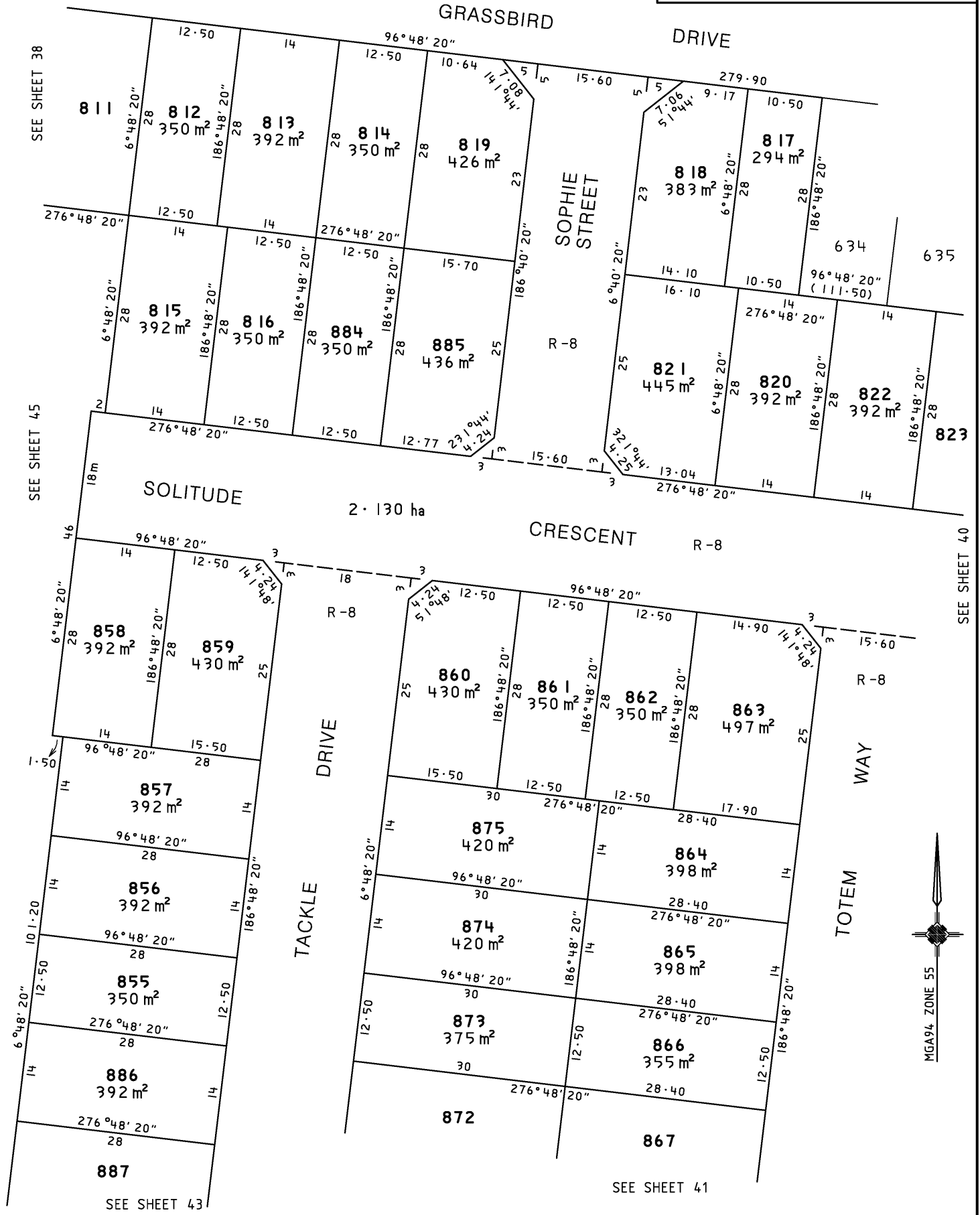
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0 5 10 15 20

KEVIN CHARLES WALSH      VERSION

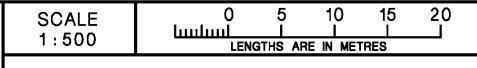
ORIGINAL SHEET  
SIZE A3

SHEET 38

Plan Number  
**PS 643122Y**



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



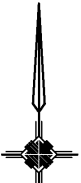
ORIGINAL SHEET  
SIZE A3

SHEET 39

KEVIN CHARLES WALSH VERSION

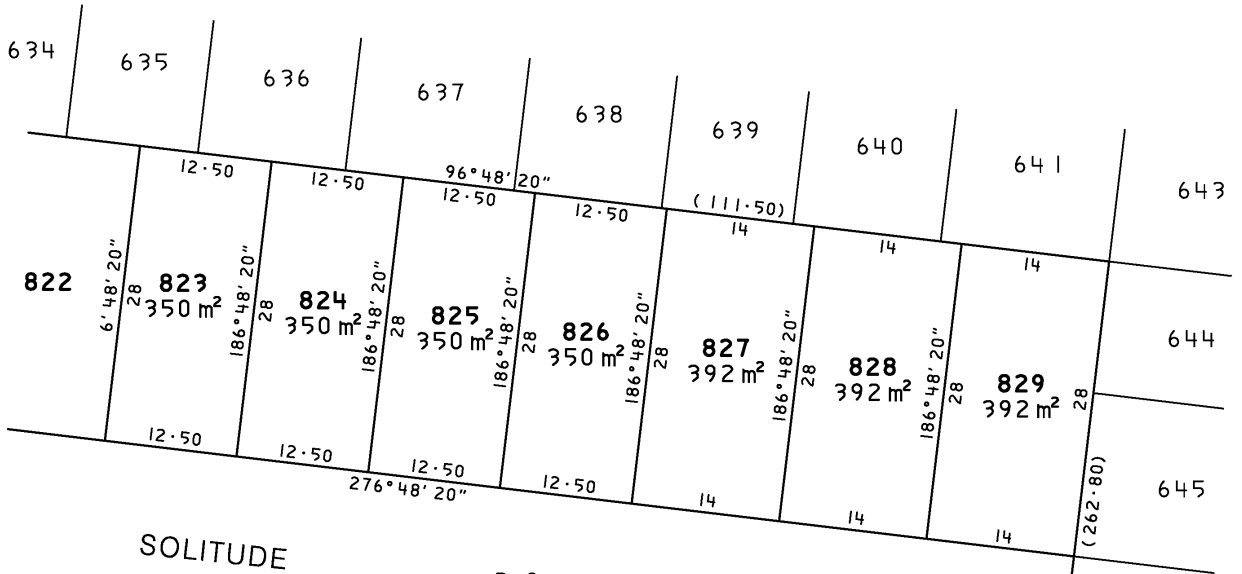


Plan Number  
**PS 643122Y**



MGA94, ZONE 55

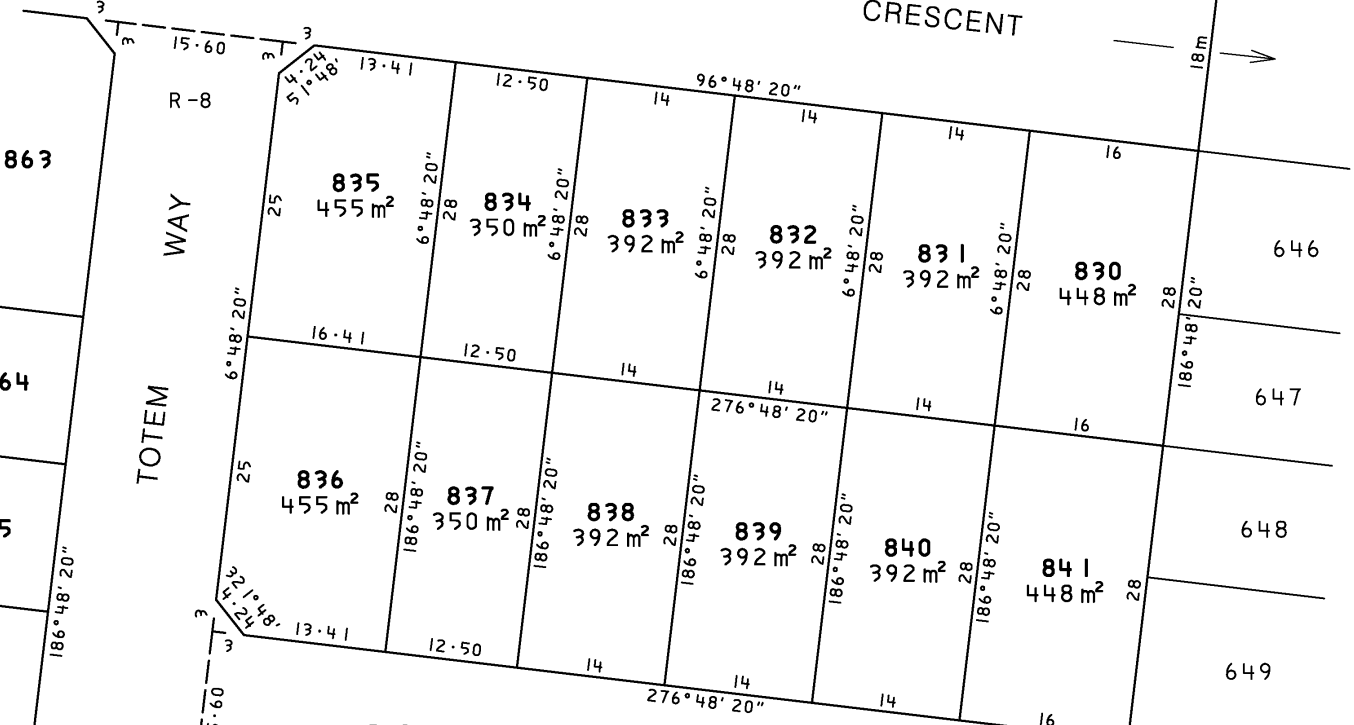
SEE SHEET 39



SOLITUDE

R-8

CRESCENT



TOTEM

WAY

SOUND

WAY

SEE SHEET 41

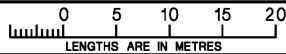


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PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE  
1:500



ORIGINAL SHEET  
SIZE A3

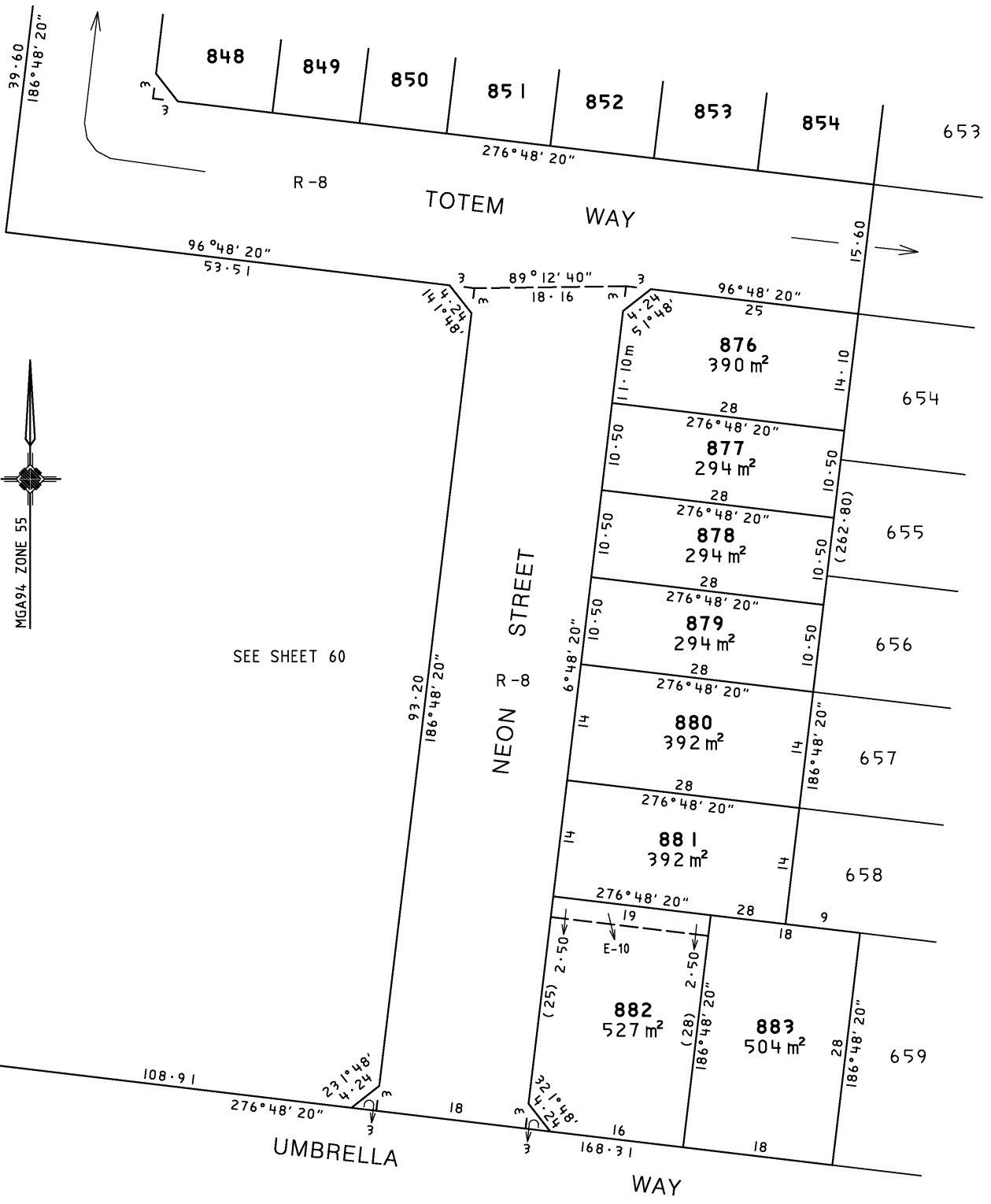
SHEET 40

KEVIN CHARLES WALSH VERSION



Plan Number  
**PS 643122Y**

SEE SHEET 41



SEE SHEET 60

SEE SHEET 60



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FAX (03) 6975 3916  
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PH.(03) 9697 8000, FAX (03) 9697 8099

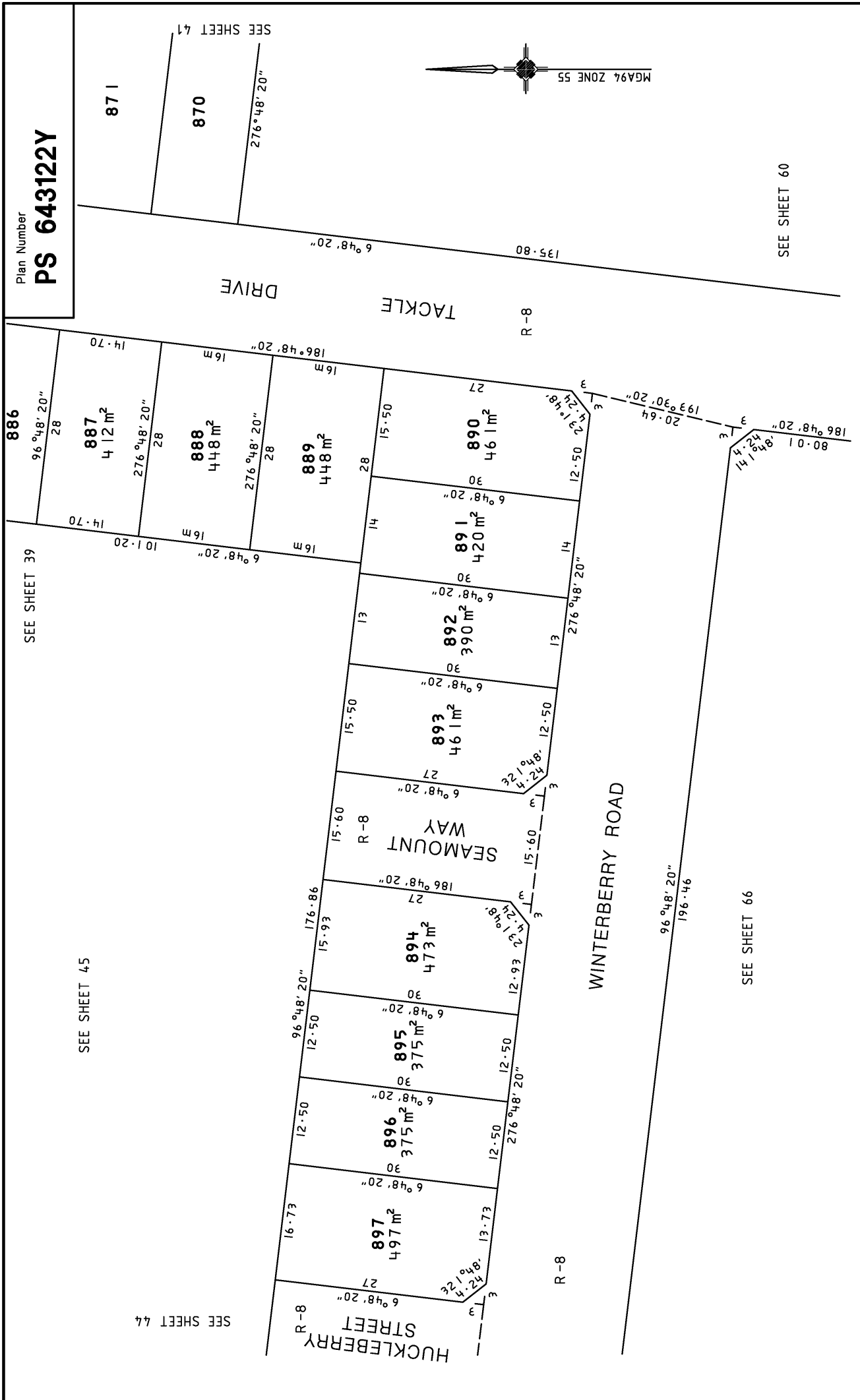
SCALE  
1:500


LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE A3

SHEET 42

KEVIN CHARLES WALSH VERSION



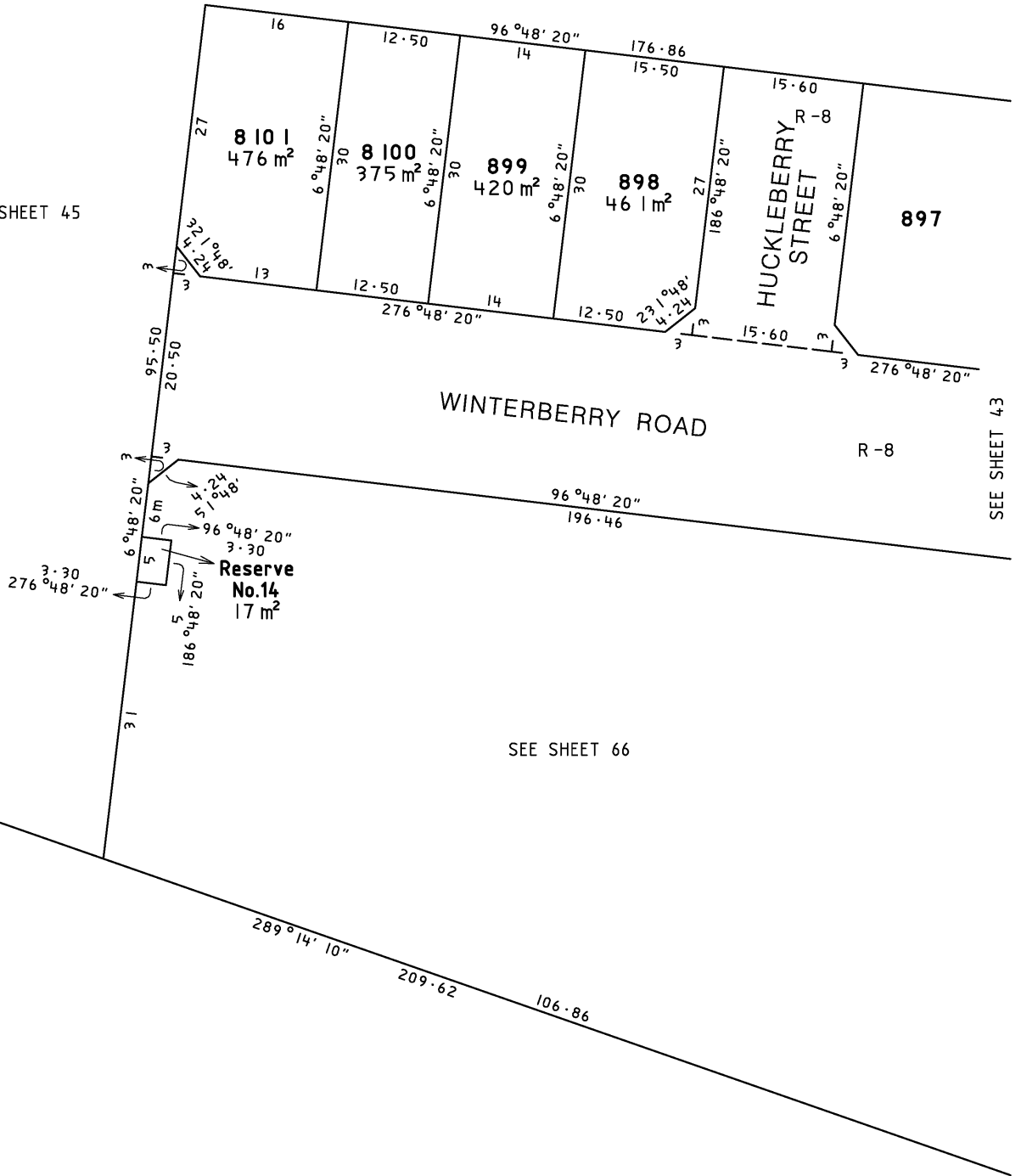
 <p><b>WATSONS</b> URBAN DEVELOPMENT CONSULTANTS &amp; MANAGERS 5 MAIN ST, MORNINGTON PH: (03) 9575 4844, FAX (03) 9575 3916 THE MELBURNIAN, SUITE 2, 250 ST. KILDA RD, SOUTHBEAK PH: (03) 9687 8000, FAX: (03) 9687 8099</p>	<p>SCALE 1:500</p>	<p>LENGTHS ARE IN METRES</p> <p>0 5 10 15 20</p>	<p>ORIGINAL SHEET SIZE A3</p>	<p>SHEET 43</p>
	<p>KEVIN CHARLES WALSH      VERSION</p>			

Plan Number  
**PS 643122Y**



SEE SHEET 45

SEE SHEET 45



SEE SHEET 54

SEE SHEET 43

SEE SHEET 66



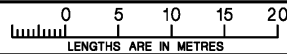
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SCALE  
1:500

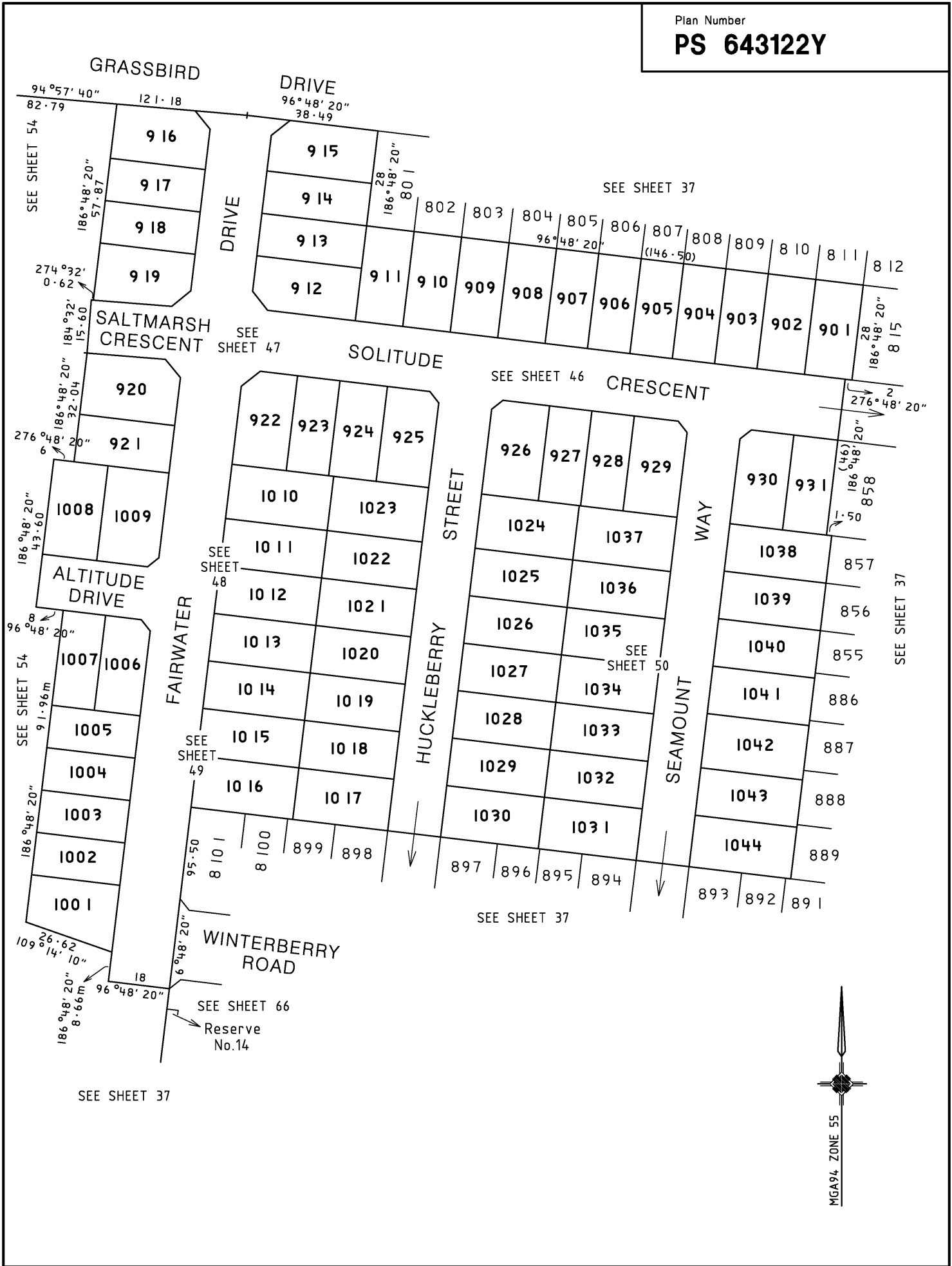


ORIGINAL SHEET  
SIZE A3

SHEET 44

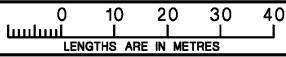
KEVIN CHARLES WALSH VERSION

Plan Number  
**PS 643122Y**



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SCALE  
1 : 1000



ORIGINAL SHEET  
SIZE A3


SHEET 45

KEVIN CHARLES WALSH VERSION

Plan Number  
**PS 643122Y**



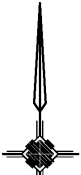
SCALE 1:500	LENGTHS ARE IN METRES 0 5 10 15 20	ORIGINAL SHEET SIZE A3	SHEET 46
KEVIN CHARLES WALSH		VERSION	



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PH.(03) 9687 8000, FAX (03) 9687 8099

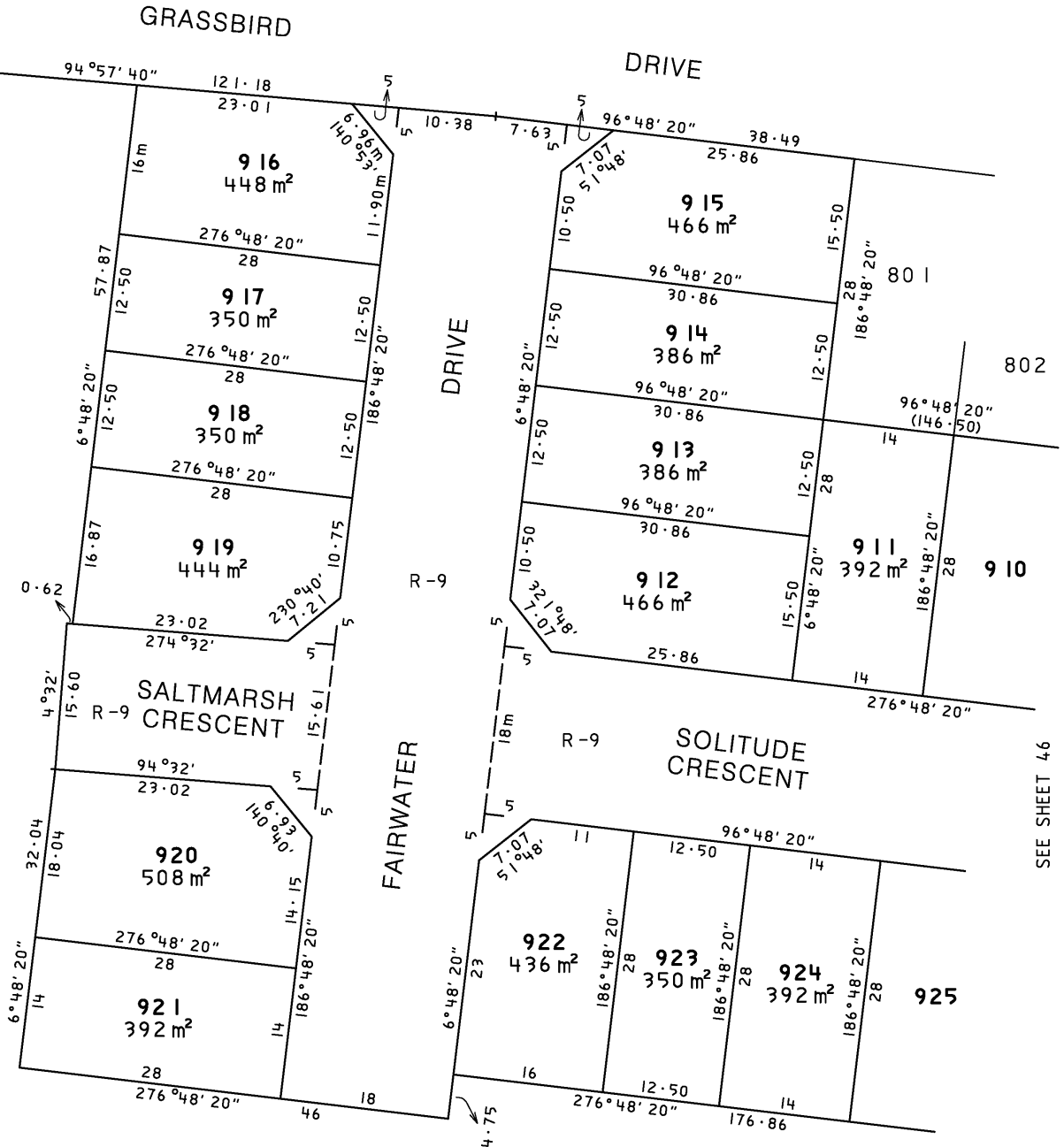
Plan Number  
**PS 643122Y**

SEE SHEET 35



MGA94 ZONE 55

SEE SHEET 54



SEE SHEET 45

SEE SHEET 46



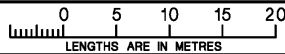
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CONSULTANTS & MANAGERS

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FAX (03) 6975 3916

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

SCALE  
1:500

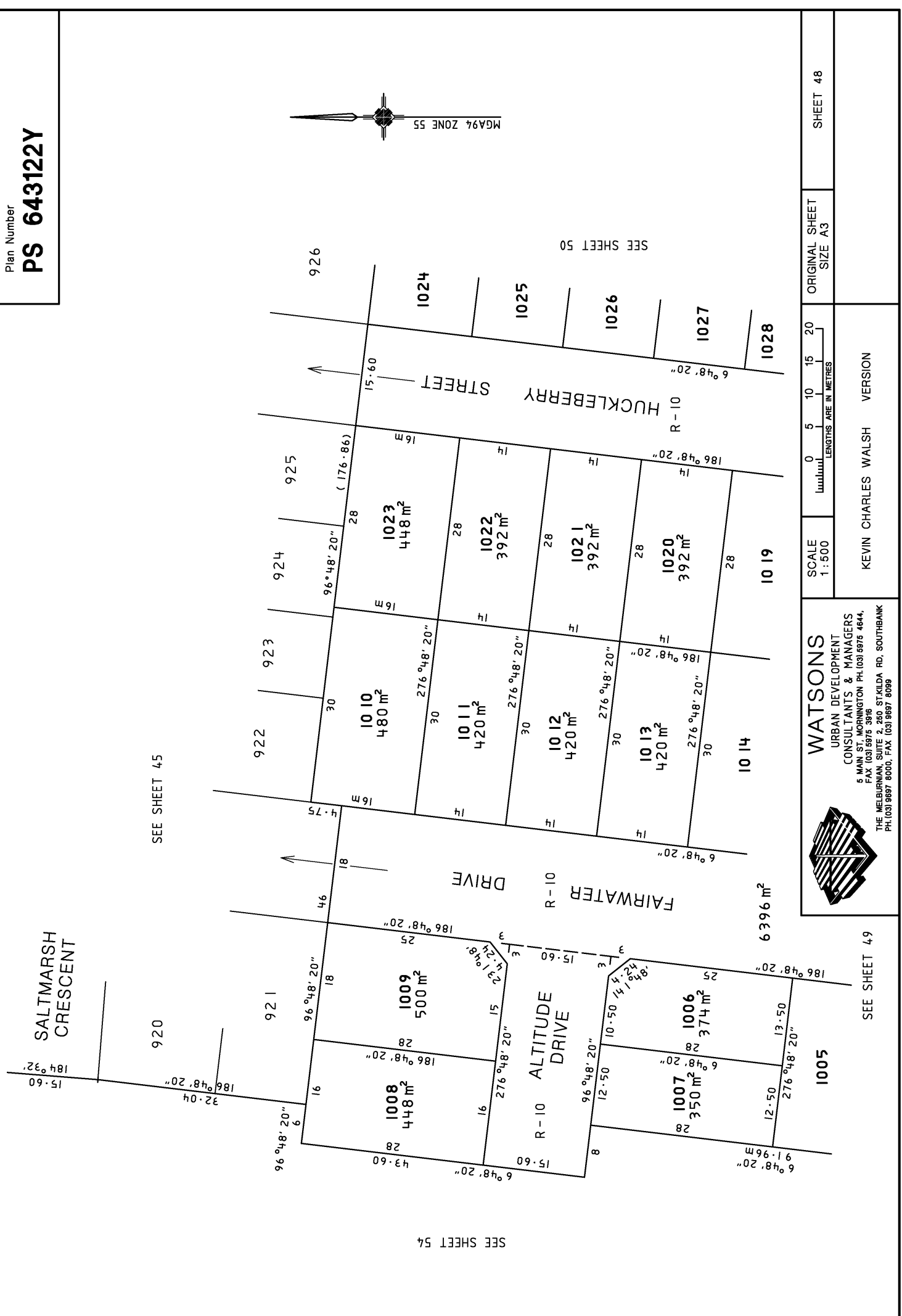


ORIGINAL SHEET  
SIZE A3

SHEET 47

KEVIN CHARLES WALSH VERSION

Plan Number  
**PS 643122Y**



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SCALE  
1:500

LENGTHS ARE IN METRES

0 5 10 15 20

KEVIN CHARLES WALSH VERSION

SHEET 48

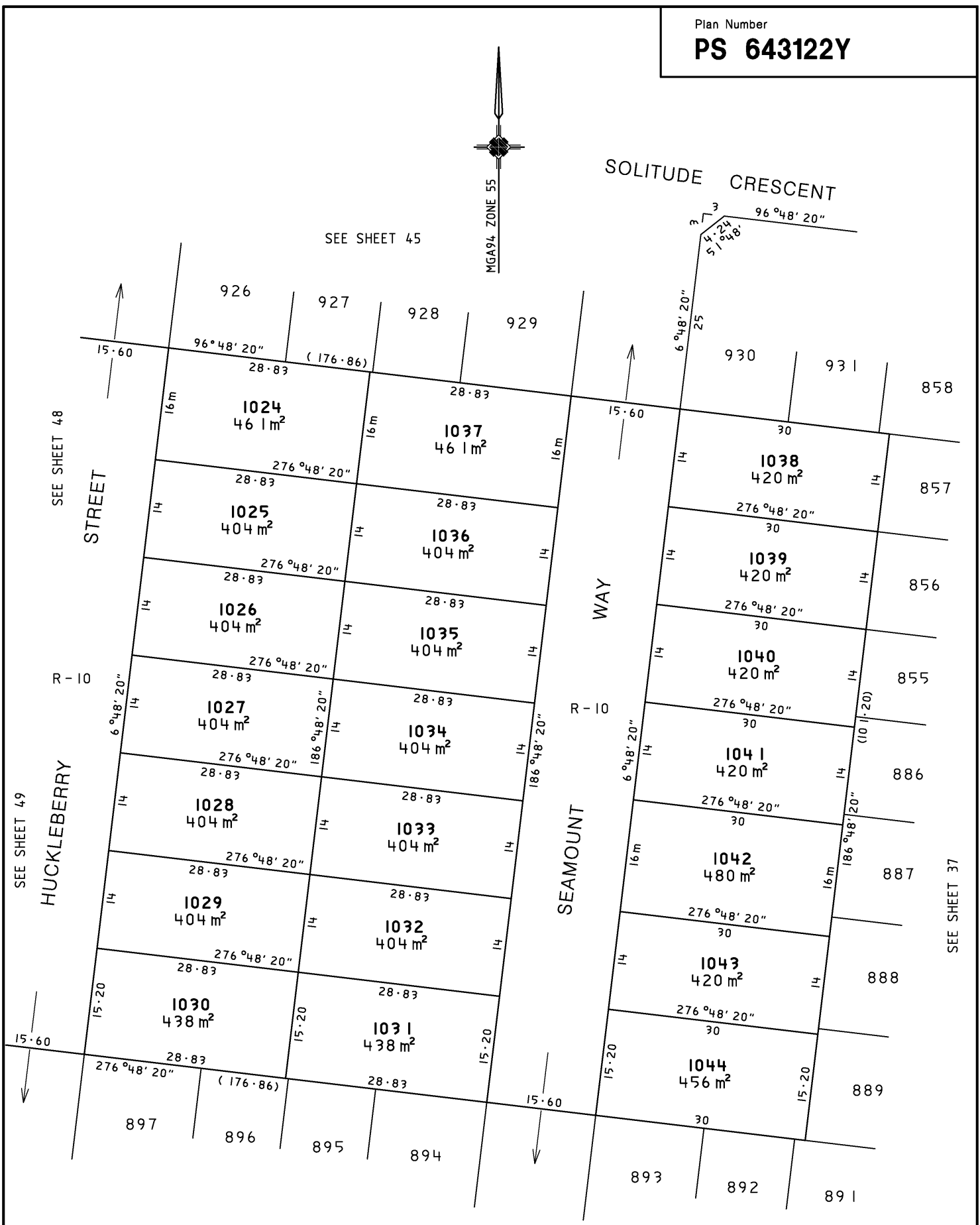
ORIGINAL SHEET  
SIZE A3



Plan Number  
**PS 643122Y**



SEE SHEET 45

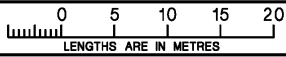


SEE SHEET 37



**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS  
5 MAIN ST, MORNINGTON PH. (03) 5975 4644,  
FAX (03) 6975 3916  
THE MELBURNIAN, SUITE 2, 250 ST. KILDA RD, SOUTHBANK  
PH. (03) 9697 8000, FAX (03) 9697 8099

SCALE  
1:500

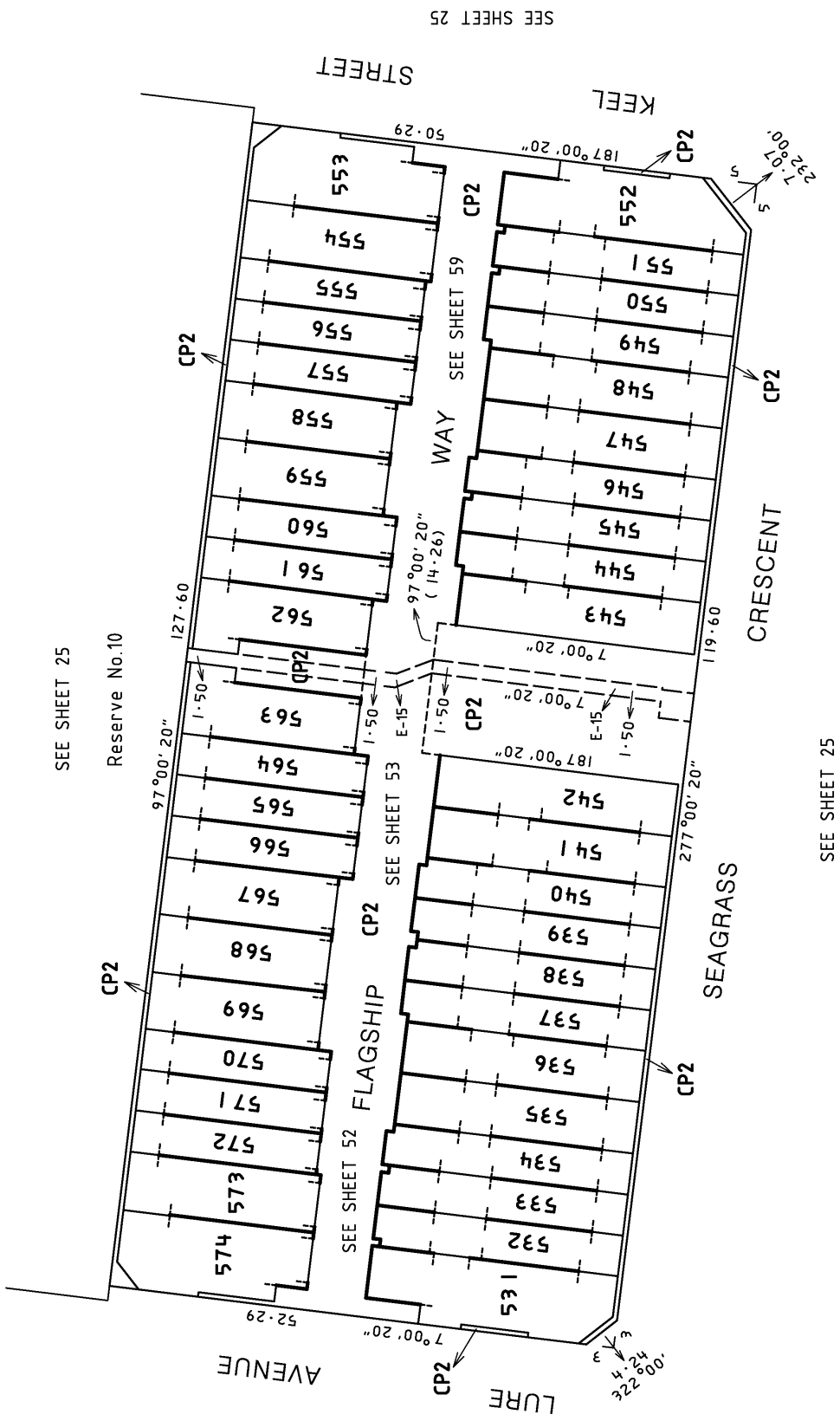


ORIGINAL SHEET  
SIZE A3

SHEET 50

KEVIN CHARLES WALSH VERSION

Plan Number  
**PS643122Y**



**WATSONS**  
 URBAN DEVELOPMENT  
 CONSULTANTS & MANAGERS  
 5 MAIN ST, MORNINGTON PH.(03) 9575 4644,  
 FAX (03) 9575 3916  
 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK  
 PH.(03) 9687 8000, FAX (03) 9687 8099

SCALE  
1:500

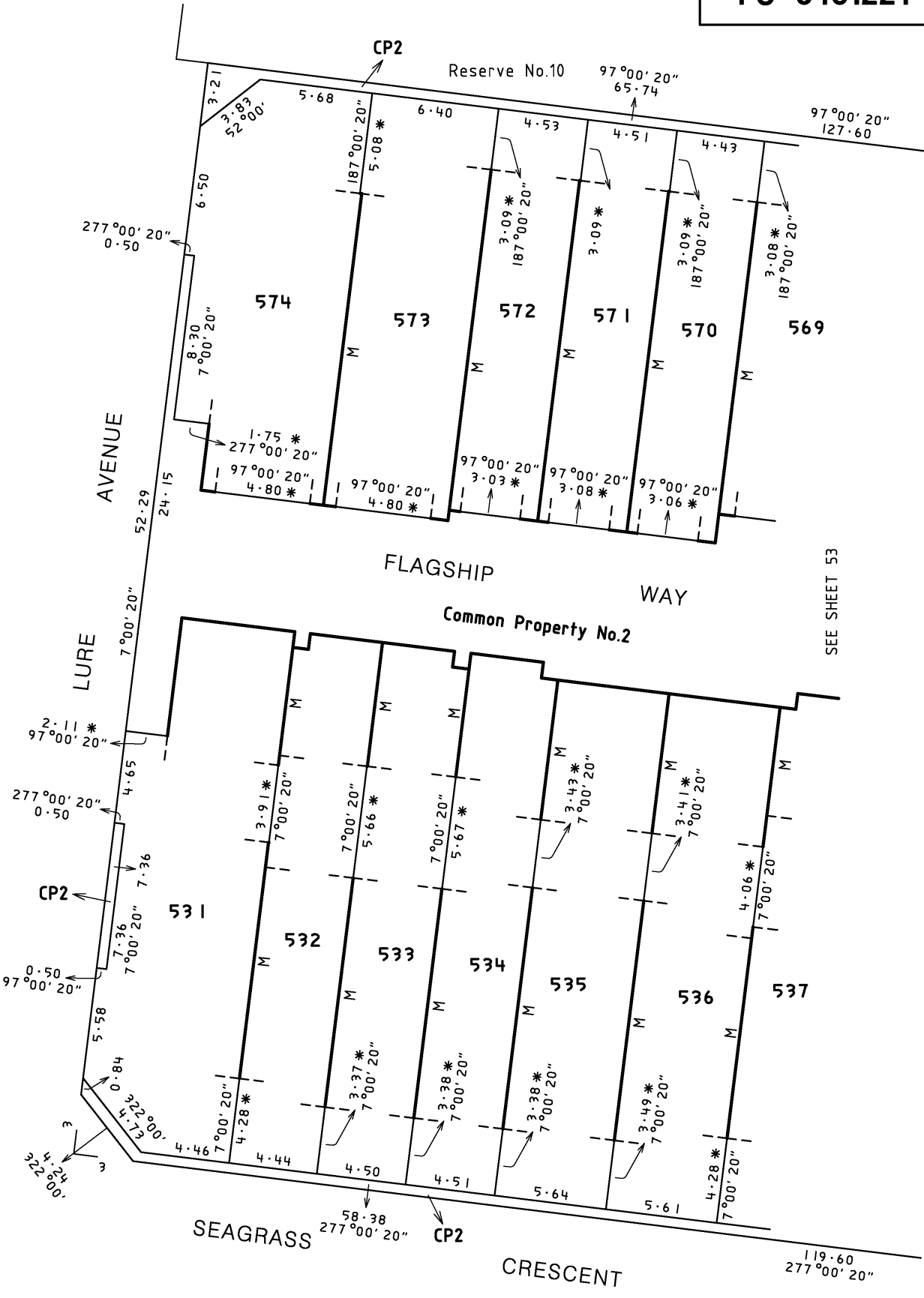
0 5 10 15 20  
LENGTHS ARE IN METRES

JONATHAN TREVOR NEATE VERSION

SHEET 51

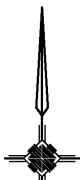
ORIGINAL SHEET  
SIZE A3

Plan Number  
**PS 643122Y**



SEE SHEET 53

SEE SHEET 53



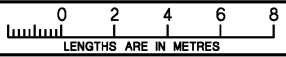
MGA94 ZONE 55

SEE SHEET 53



**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS  
5 MAIN ST, MORNINGTON PH.(03) 5975 4644,  
FAX (03) 6975 3916  
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK  
PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE  
1:200

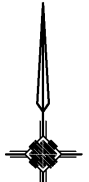
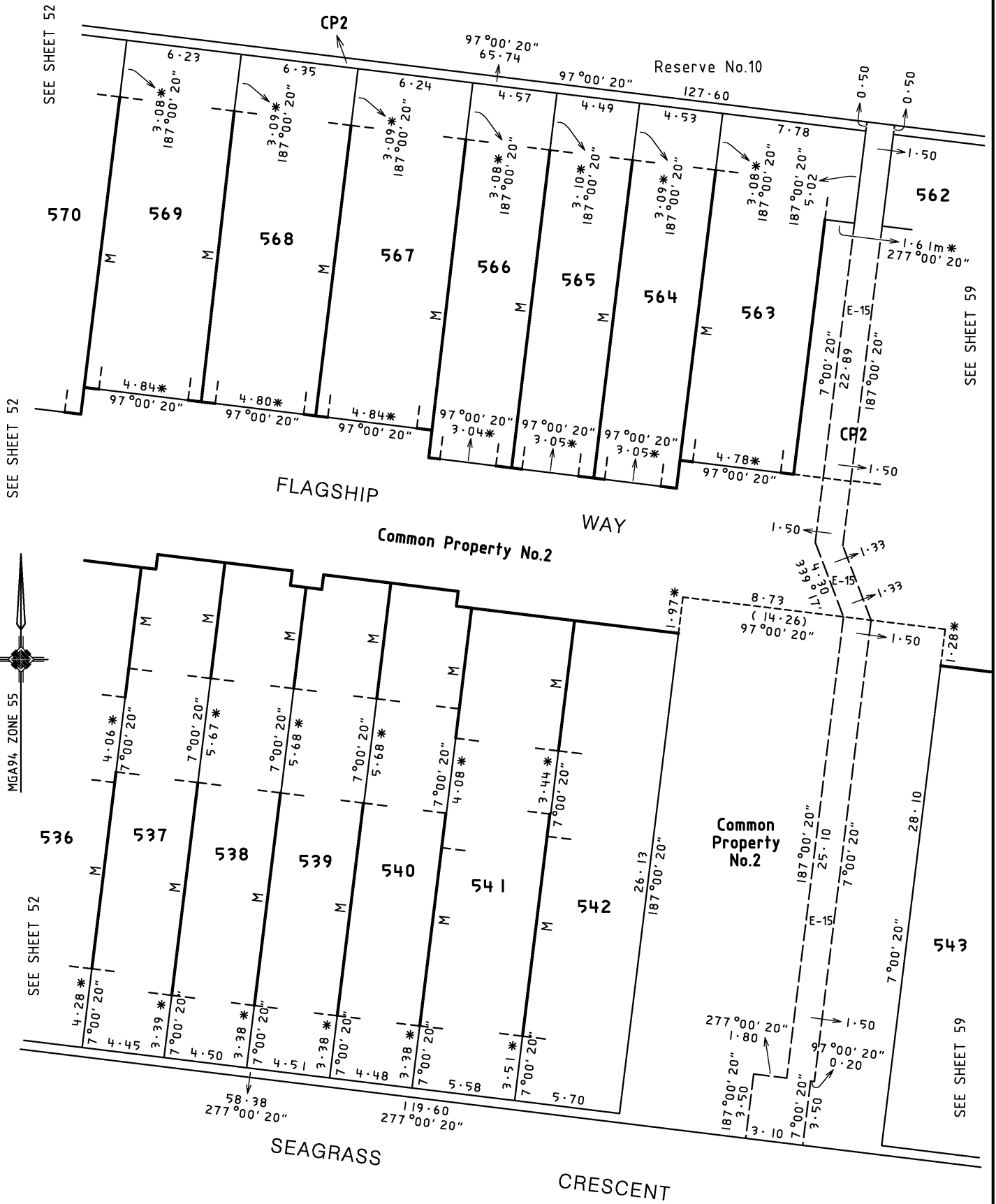


ORIGINAL SHEET  
SIZE A3

SHEET 52

JONATHAN TREVOR NEATE VERSION 8

Plan Number  
**PS 643122Y**



MG94 ZONE 55

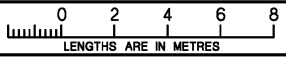
Common Property No.2

Common Property No.2



**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS  
5 MAIN ST, MORNINGTON PH.(03) 5975 4644,  
FAX (03) 6975 3916  
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK  
PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE  
1:200



ORIGINAL SHEET  
SIZE A3

SHEET 53

JONATHAN TREVOR NEATE VERSION

Plan Number  
**PS 643122Y**

SEE SHEET 35

GRASSBIRD DRIVE

SEE SHEET 76

Reserve No.15

CRESCENT

SEE SHEET 56

ROAD

SALTMARSH

SEE SHEET 45

Reserve No.13

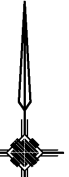
ALTITUDE DRIVE

DRIVE

HACKETTS ROAD

PASTURE WAY

PLACE



MGA94 ZONE 55

Reserve No.12

SEE SHEET 57

SEE SHEET 58

PASTURE

GRAPEVINE

SALTMARSH

FAIRWATER DRIVE

R456  
A 100.29  
C 100.09  
282.56'

Reserve No.1

SEE SHEET 6

CRESCENT

Reserve No.4

SEE SHEET 66



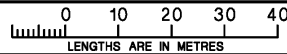
**WATSONS**

URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH.(03) 5975 4844,  
FAX (03) 6975 3916

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

SCALE  
1 : 1000



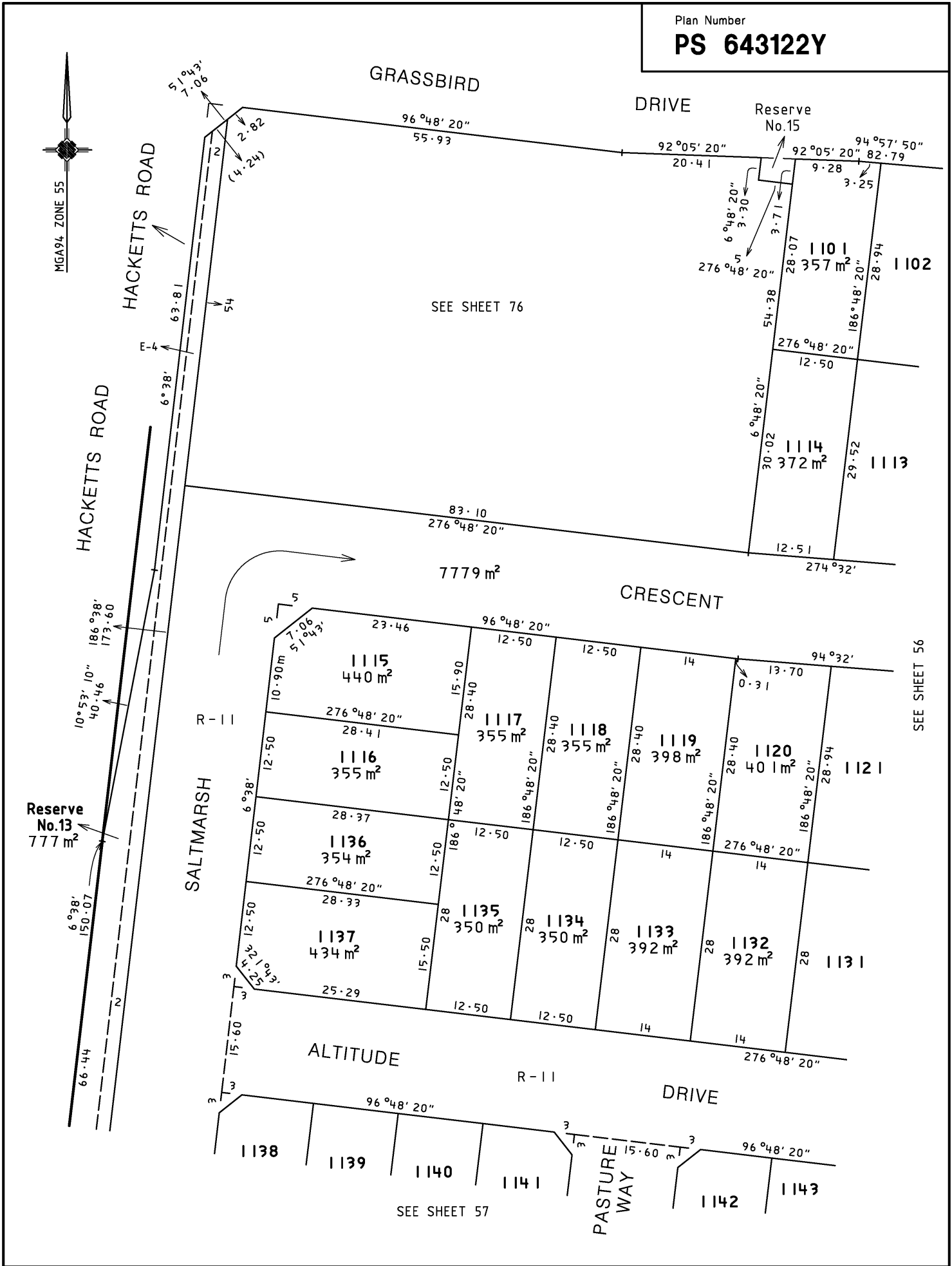
ORIGINAL SHEET  
SIZE A3

SHEET 54

KEVIN CHARLES WALSH VERSION

Plan Number

**PS 643122Y**



Reserve No.13  
777 m<sup>2</sup>

Reserve No.15

SEE SHEET 76

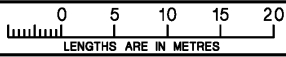
SEE SHEET 56

SEE SHEET 57



**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS  
5 MAIN ST, MORNINGTON PH.(03) 5975 4844,  
FAX (03) 6975 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

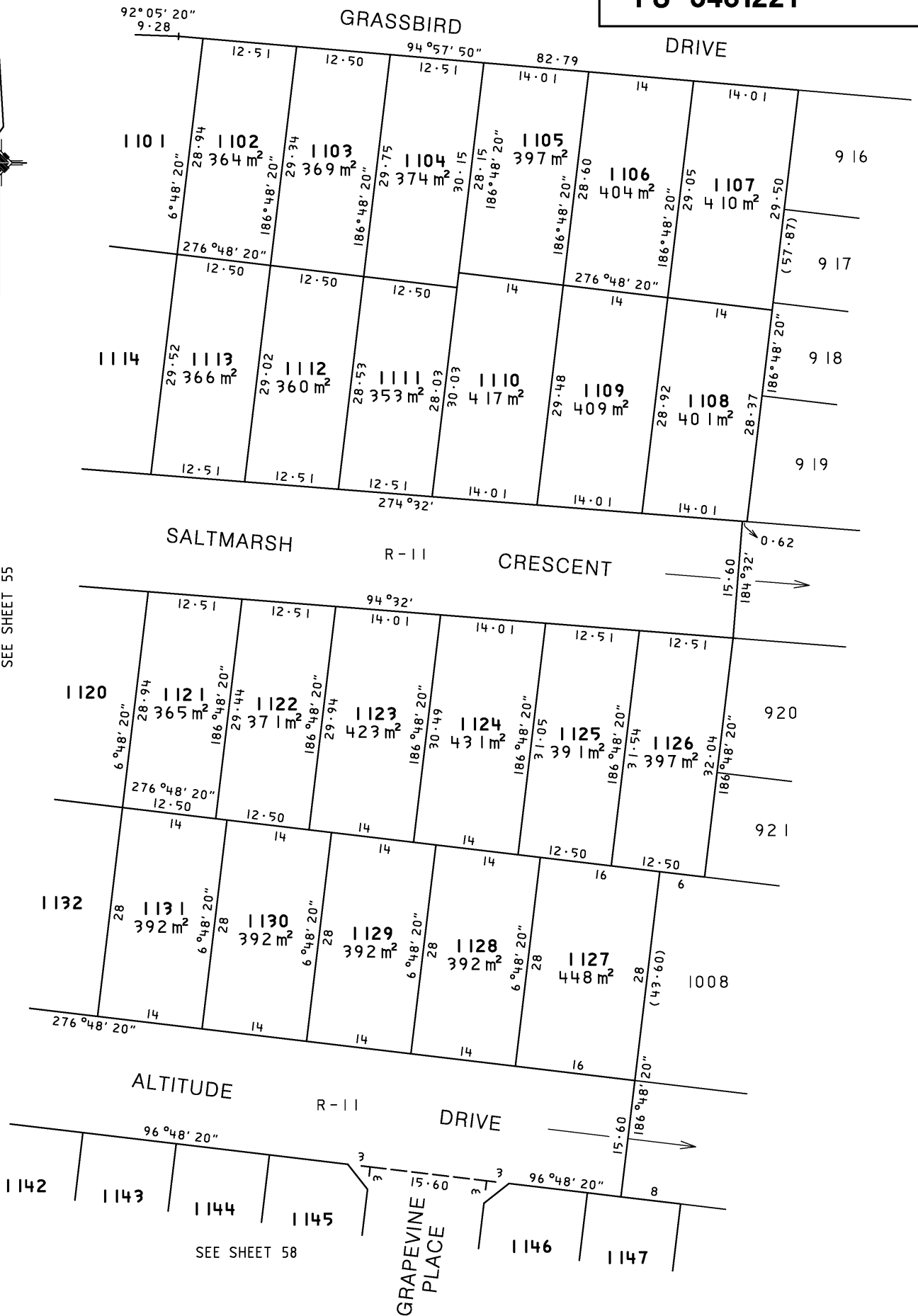
SHEET 55

KEVIN CHARLES WALSH VERSION

Plan Number  
**PS 643122Y**



SEE SHEET 55



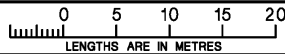
**WATSONS**

URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH.(03) 5975 4844,  
FAX (03) 6975 3916

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

SCALE  
1:500



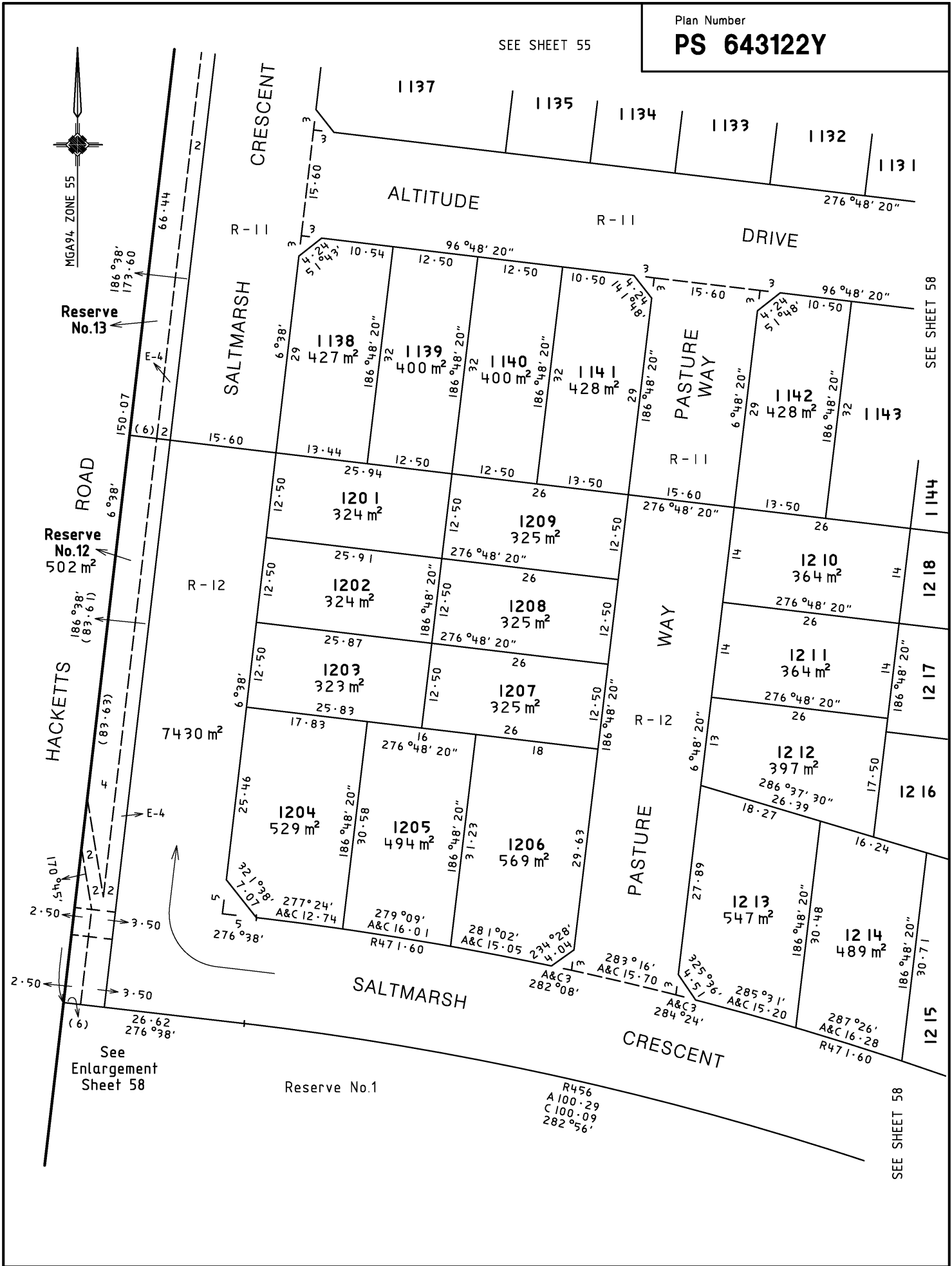
ORIGINAL SHEET  
SIZE A3

SHEET 56

KEVIN CHARLES WALSH VERSION

Plan Number  
**PS 643122Y**

SEE SHEET 55



**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS  
5 MAIN ST, MORNINGTON PH. (03) 5975 4644,  
FAX (03) 6975 3916  
THE MELBURNIAN, SUITE 2, 250 ST. KILDA RD, SOUTHBANK  
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 57

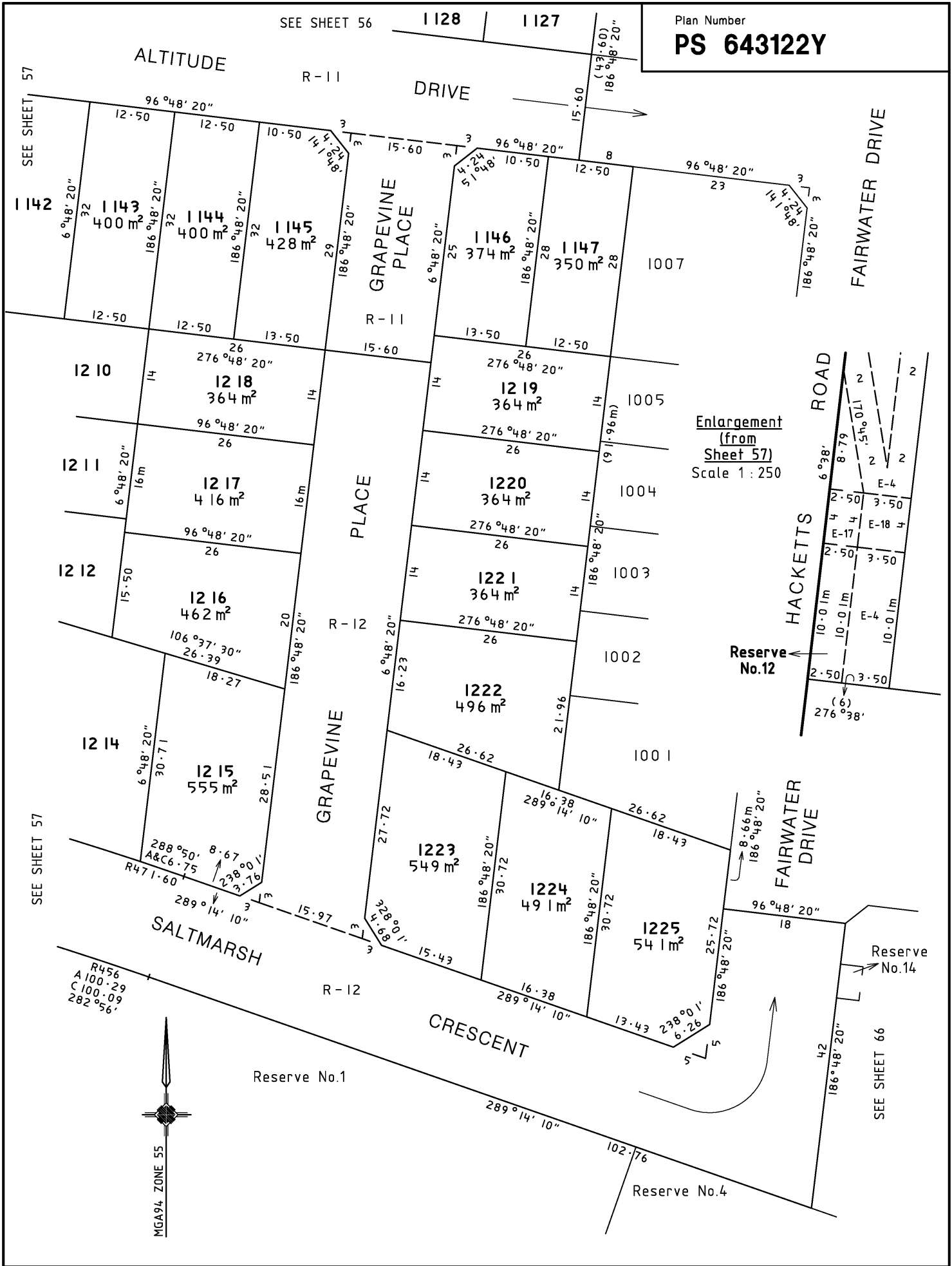
KEVIN CHARLES WALSH VERSION

SEE SHEET 56

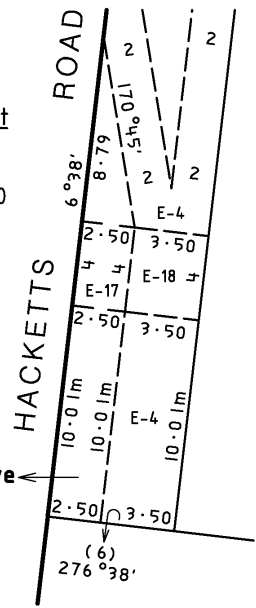
1128 | 1127

Plan Number

**PS 643122Y**



Enlargement  
(from  
Sheet 57)  
Scale 1 : 250

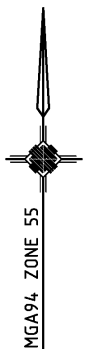


Reserve No. 12

Reserve No. 14

Reserve No. 4

Reserve No. 1



R456  
A 100.29  
C 100.09  
282°56'

SEE SHEET 57

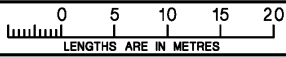
SEE SHEET 57

SEE SHEET 66



**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS  
5 MAIN ST, MORNINGTON PH.(03) 5975 4844,  
FAX (03) 6975 3916  
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK  
PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE  
1 : 500

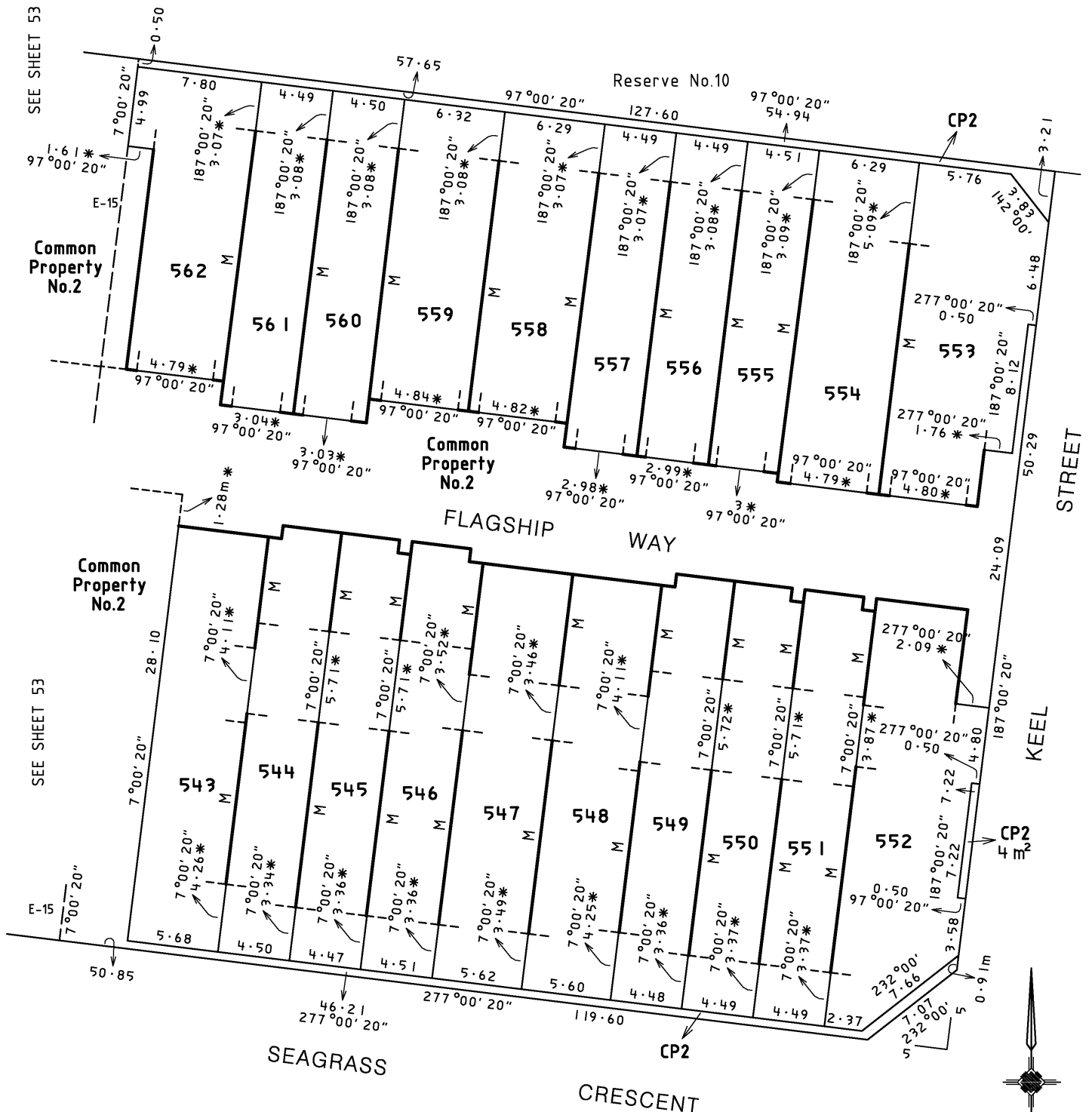


ORIGINAL SHEET  
SIZE A3

SHEET 58

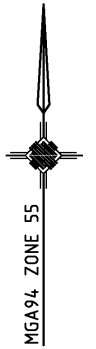
KEVIN CHARLES WALSH VERSION

Plan Number  
**PS 643122Y**



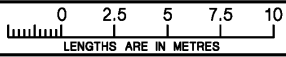
SEE SHEET 53

SEE SHEET 53



**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS  
5 MAIN ST, MORNINGTON PH.(03) 5975 4844,  
FAX (03) 6975 3916  
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK  
PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE  
1:250

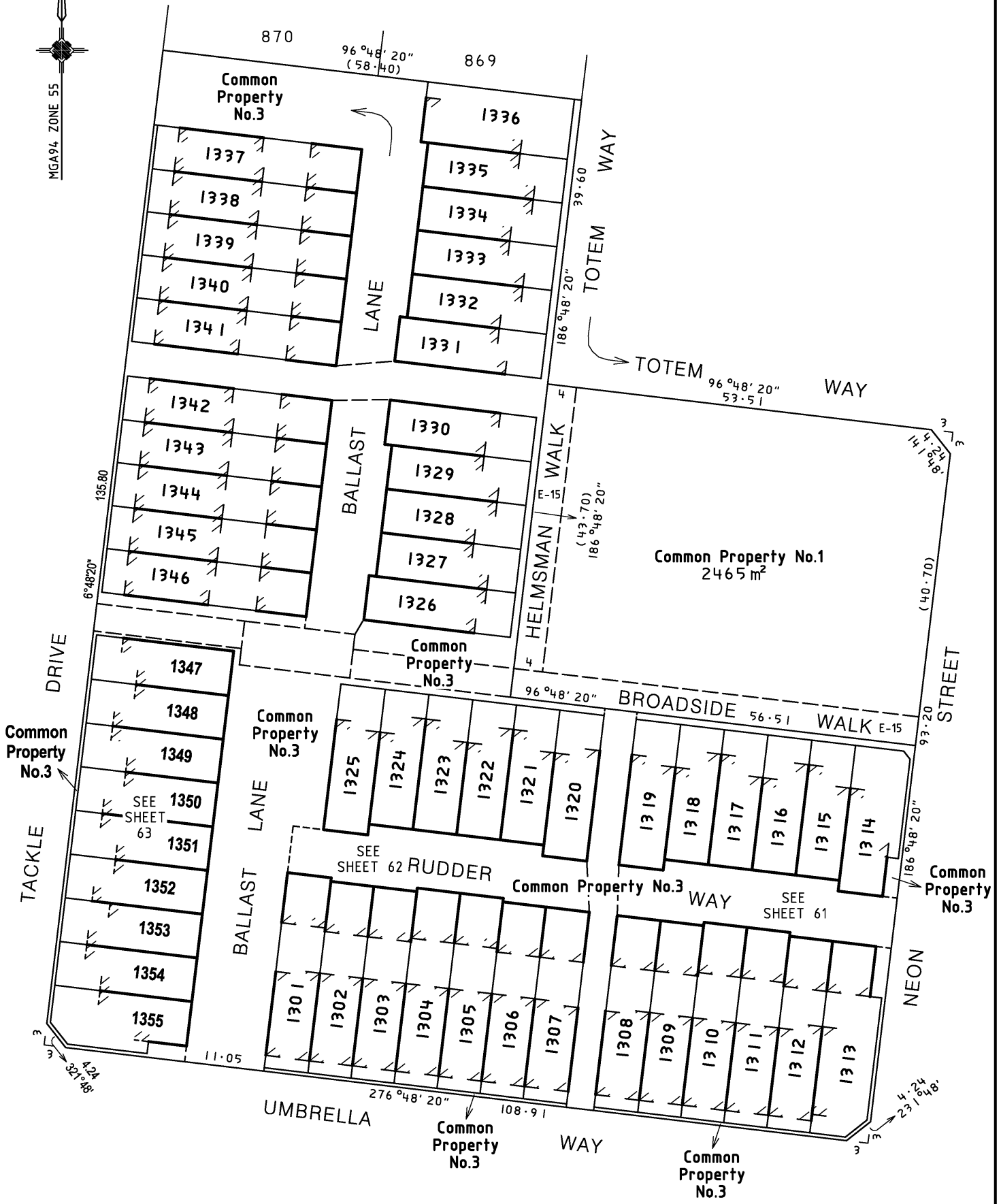


ORIGINAL SHEET  
SIZE A3

SHEET 59

JONATHAN TREVOR NEATE VERSION

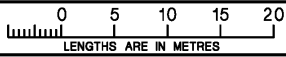
Plan Number  
**PS 643122Y**



**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH. (03) 5975 4644  
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 60

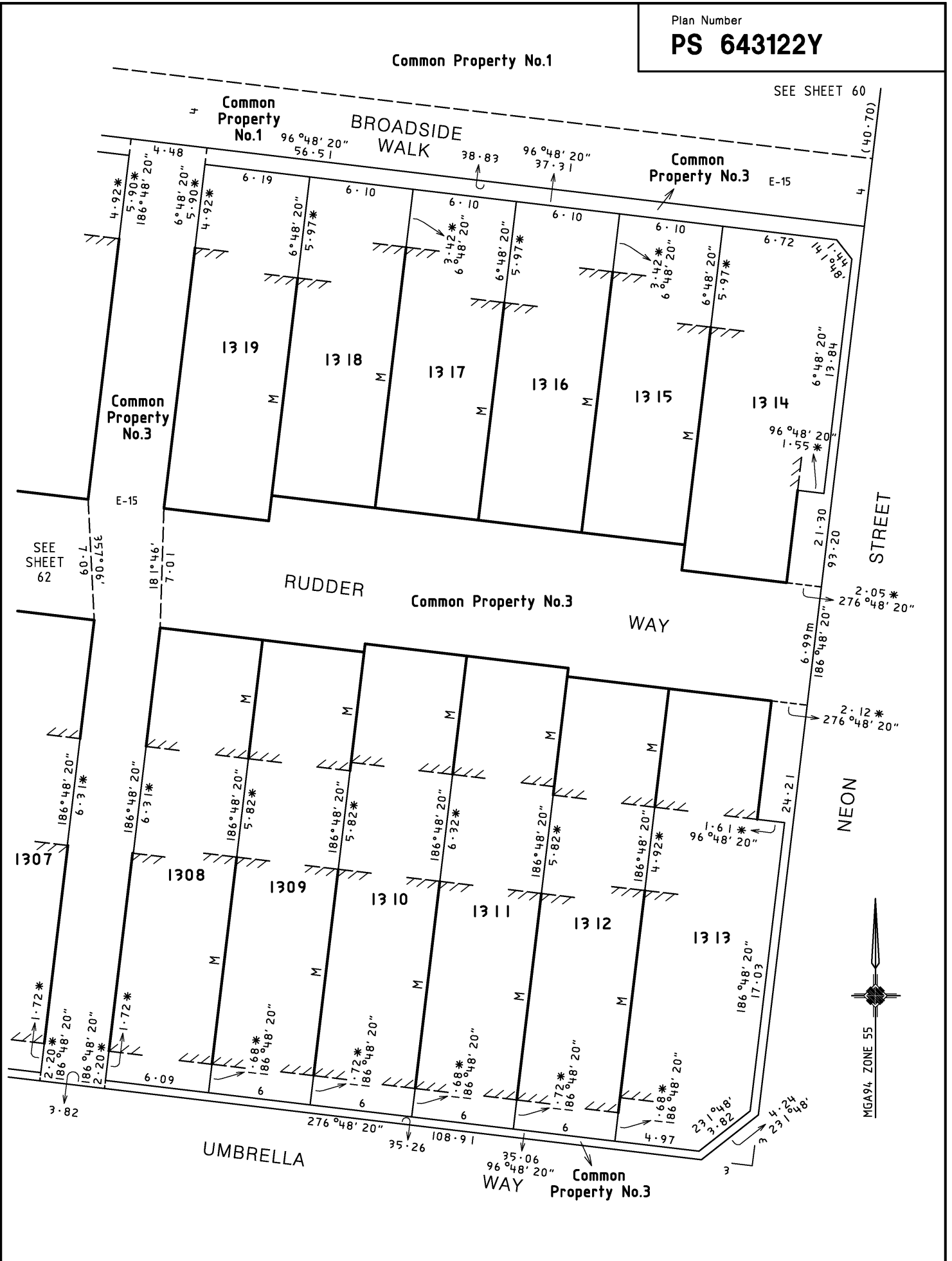
KEVIN CHARLES WALSH, VERSION

Plan Number

**PS 643122Y**

Common Property No.1

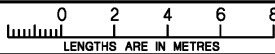
SEE SHEET 60



**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

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

SCALE  
1:200



ORIGINAL SHEET  
SIZE A3

SHEET 61

KEVIN CHARLES WALSH, VERSION

Plan Number  
**PS 643122Y**

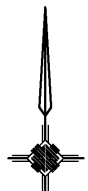
SEE SHEET 64

SEE SHEET 60

Common Property No.1  
Common Property No.1

BROADSIDE WALK  
Common Property No.1

HELMSMAN WALK



MGA94, ZONE 55

LANE

Common Property No.3

1325

1324

1323

1322

1321

1320

Common Property No.3

SEE SHEET 61

1319

RUDDER

Common Property No.3 WAY

SEE SHEET 63

BALLAST

1301

1302

1303

1304

1305

1306

1307

1308

Common Property No.3

UMBRELLA

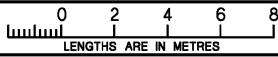
WAY



**WATSONS**  
URBAN DEVELOPERS  
CONSULTANTS & MANAGERS

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

SCALE  
1:200



ORIGINAL SHEET  
SIZE A3

SHEET 62

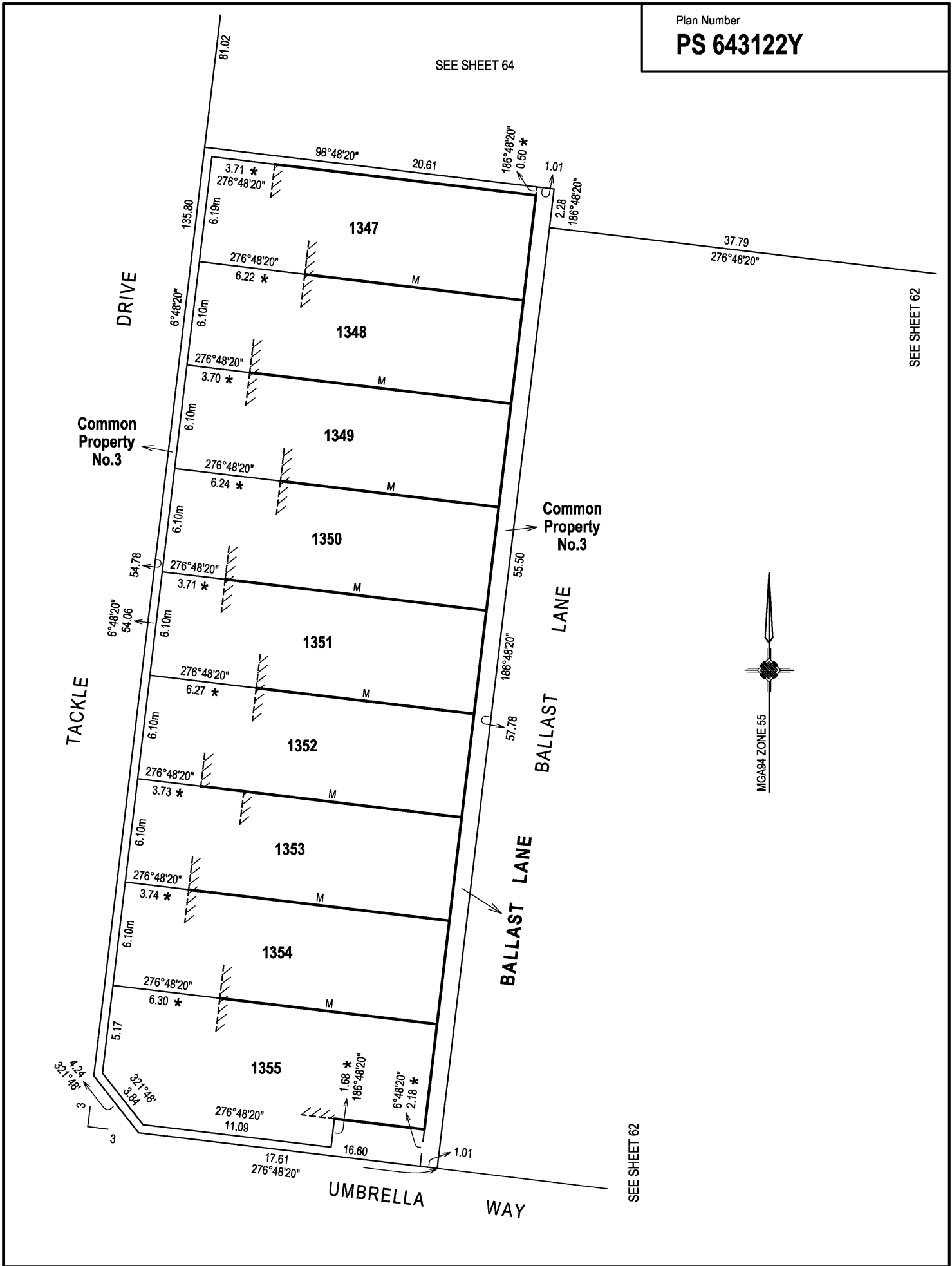
KEVIN CHARLES WALSH, VERSION

Plan Number  
**PS 643122Y**

SEE SHEET 64

SEE SHEET 62

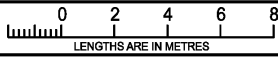
SEE SHEET 62



**WATSONS**  
 URBAN DEVELOPMENT  
 CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH. (03) 5975 4644  
 SUITE 4, LEVEL 5, 448 ST KILDARD, MELBOURNE  
 PH. (03) 9860 0300

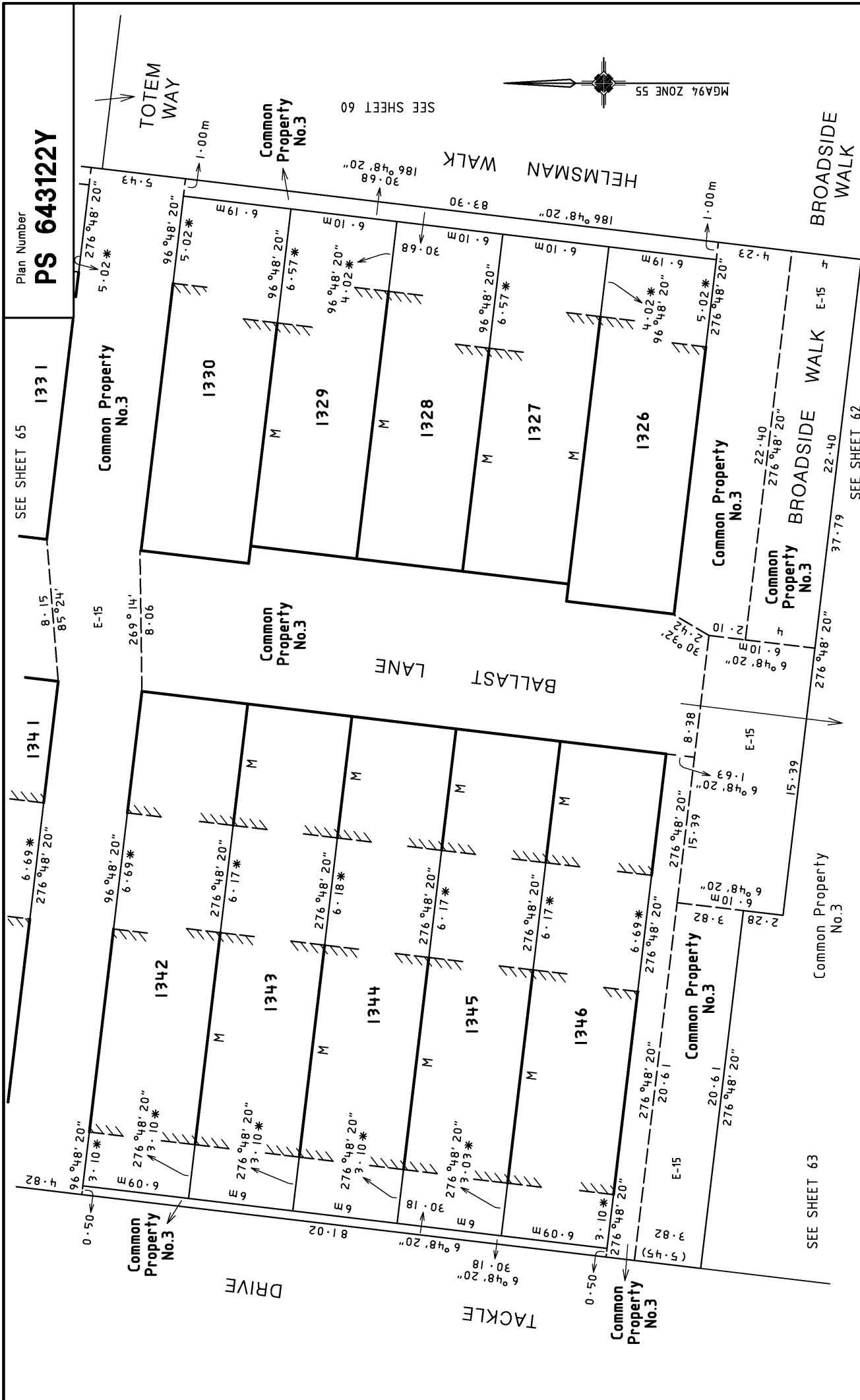
SCALE  
 1 : 200



ORIGINAL SHEET  
 SIZE A3

SHEET 63

KEVIN CHARLES WALSH, VERSION



Plan Number  
**PS 643122Y**

SEE SHEET 65  
**133 I**

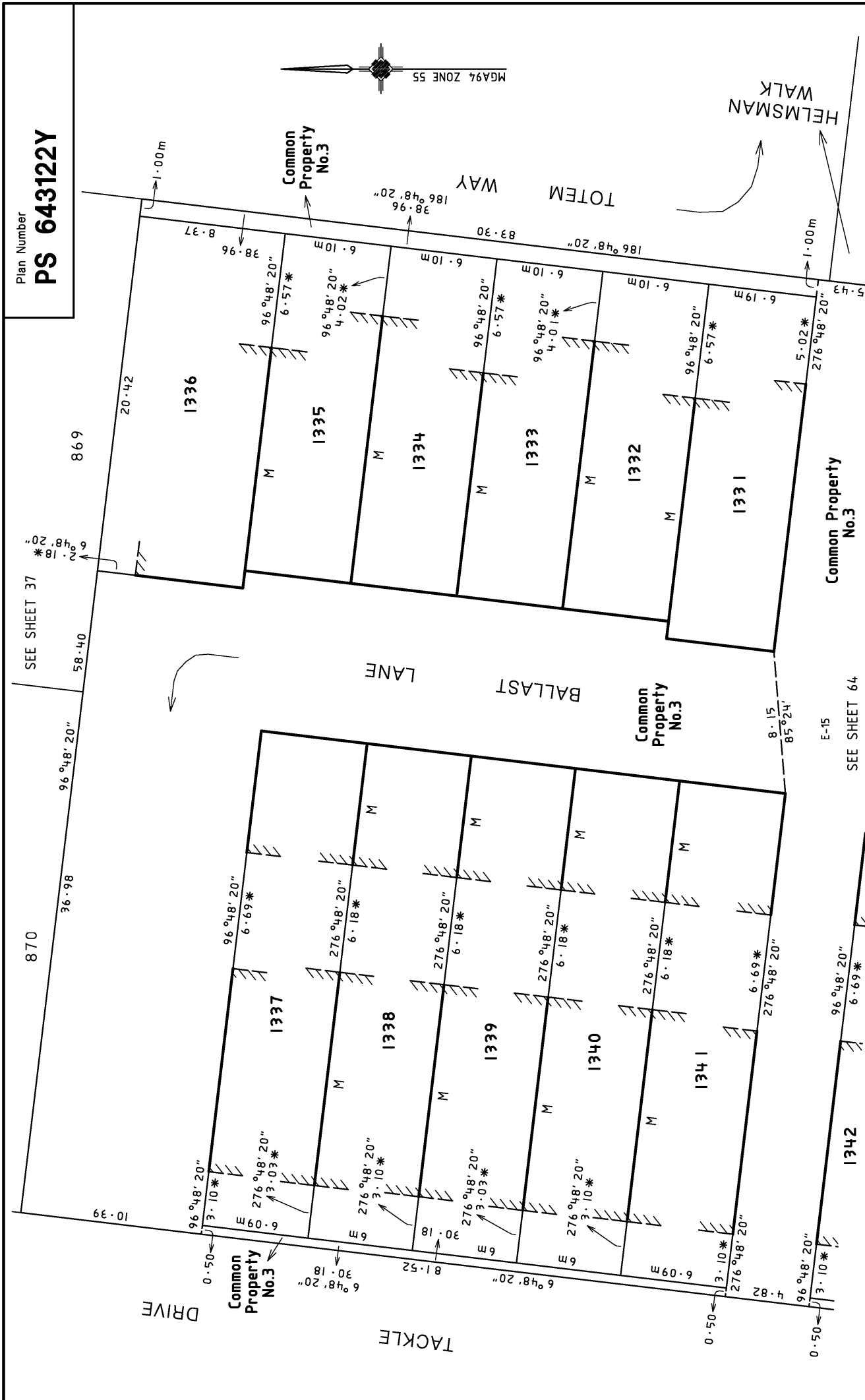
**134 I**

SEE SHEET 63

SCALE 1:200	0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 64
KEVIN CHARLES WALSH, VERSION			

**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS  
5 MAIN ST, MORNINGTON PH.(03) 9575 4644,  
FAX (03) 9575 3916  
THE MELBURNIAN, SUITE 2, 250 ST KILDA RD, SOUTHBEAK  
PH.(03) 9687 8000, FAX (03) 9687 8099

Plan Number  
**PS 643122Y**

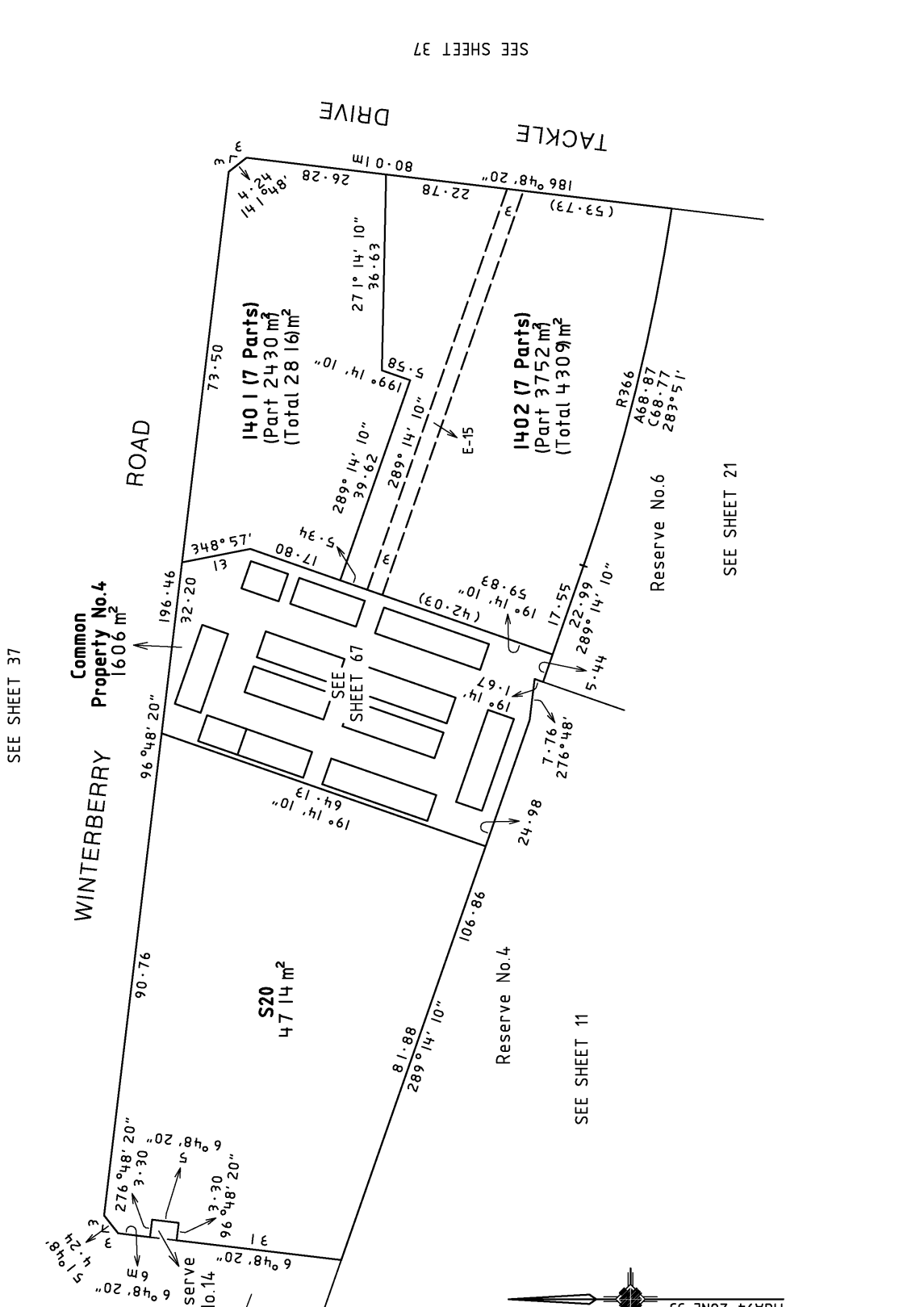


SCALE 1:200	0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 65
KEVIN CHARLES WALSH, VERSION			

SEE SHEET 64

**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS  
5 MAIN ST, MORNINGTON PH.(03) 9575 4844,  
FAX (03) 9575 3916  
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBEAK  
PH.(03) 9687 8000, FAX (03) 9687 8099

Plan Number  
**PS 643122Y**




SEE SHEET 37

SEE SHEET 54

SEE SHEET 37

SEE SHEET 21

SEE SHEET 11

 <p><b>WATSONS</b> URBAN DEVELOPMENT CONSULTANTS &amp; MANAGERS 5 MAIN ST, MORNINGTON PH. (03) 8975 4844 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH. (03) 9860 0300</p>	<p>SCALE 1:800</p>	<p>LENGTHS ARE IN METRES</p> <p>0 8 16 24 32</p>	<p>ORIGINAL SHEET SIZE A3</p>	<p>SHEET 66</p>
	<p>KEVIN CHARLES WALSH, VERSION</p>			

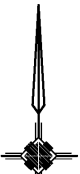
Plan Number  
**PS 643122Y**

SEE SHEET 37

SEE SHEET 66

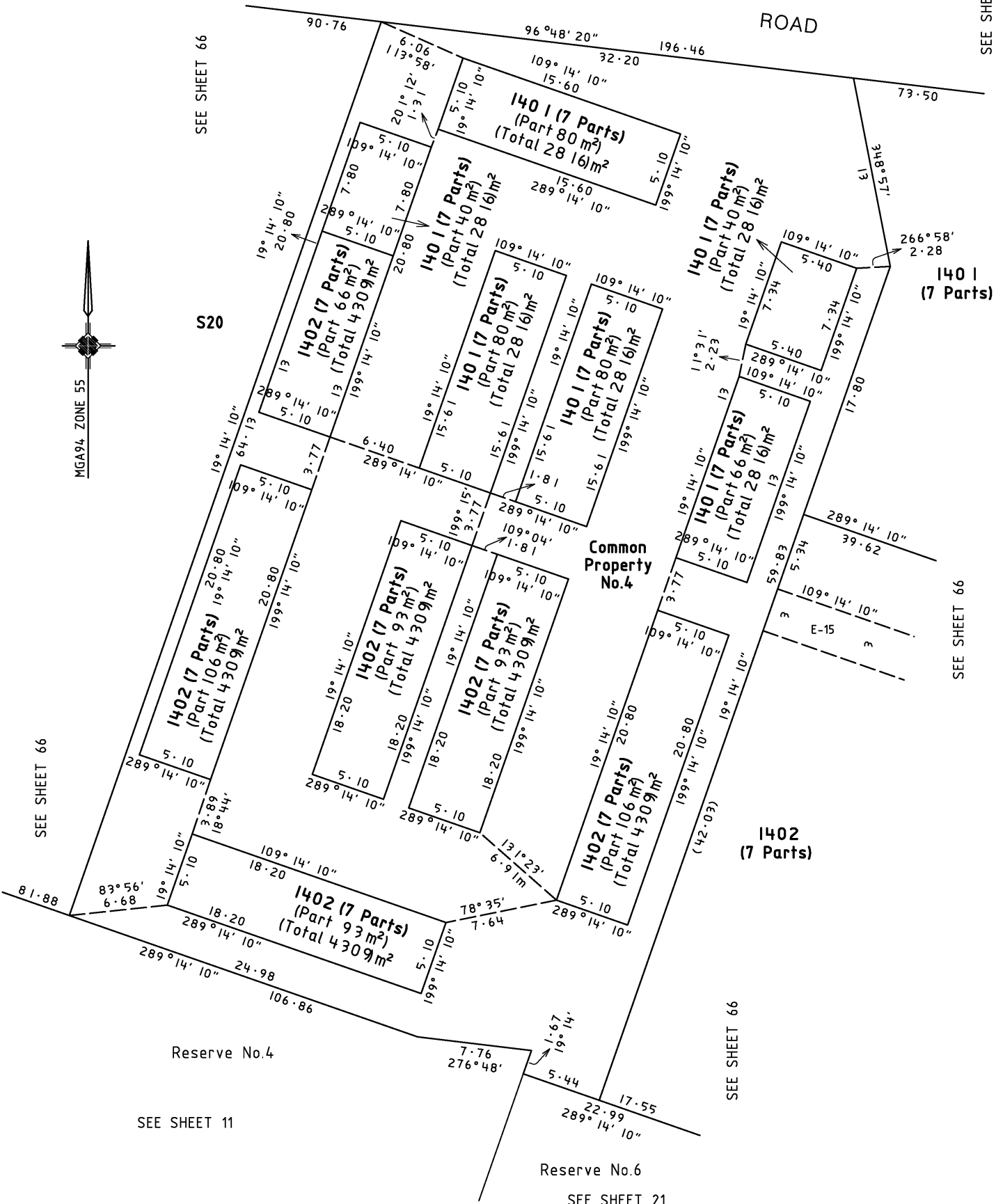
WINTERBERRY

ROAD



MGA94\_ZONE\_55

S20



SEE SHEET 66

SEE SHEET 66

SEE SHEET 66

SEE SHEET 11

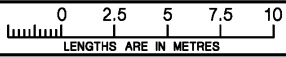
SEE SHEET 21



**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH.(03) 5975 4644  
SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE  
PH.(03) 9860 0300

SCALE  
1:250



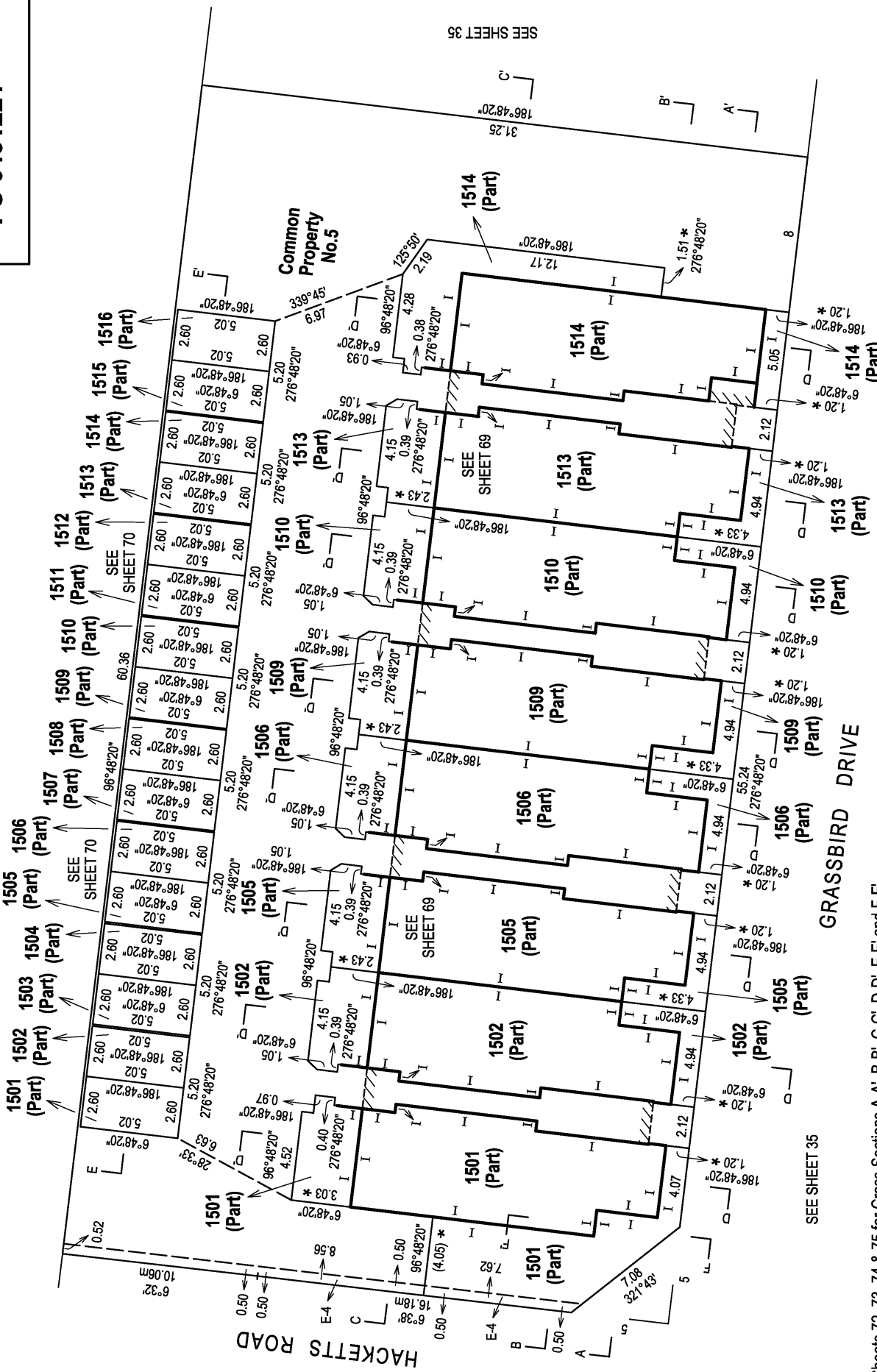
ORIGINAL SHEET  
SIZE A3

SHEET 67

KEVIN CHARLES WALSH, VERSION

PS 643122Y

GROUND STOREY, SITE AND EASEMENT DIAGRAM



Note: See Sheets 72, 73, 74 & 75 for Cross-Sections A-A', B-B', C-C', D-D', E-E' and F-F'

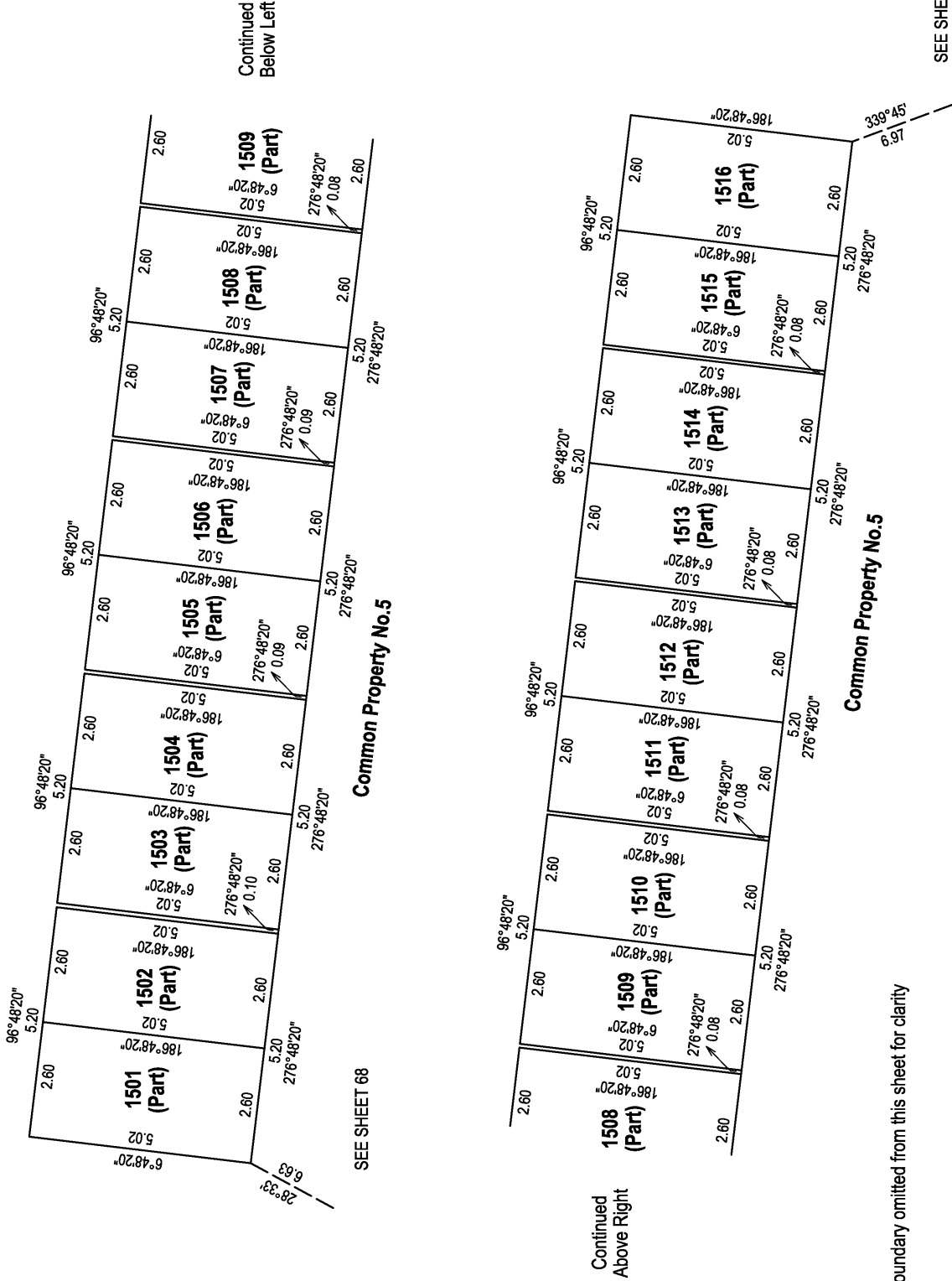
**marshall**  
 Suite 201, Level 2, 448 St Kilda Road Melbourne Victoria 3004  
 marshall@melbourne.marshall.com.au  
 +61 3 9860 0380  
 hello@marshallmelbourne.com.au  
 ABN 58 643 224 266

SCALE 1 : 200	LENGTHS ARE IN METRES 0 2 4 6 8
KEVIN CHARLES WALSH, VERSION	VERSION

ORIGINAL SHEET SIZE A3	SHEET 68
---------------------------	----------



PS 643122Y



Continued  
Below Left

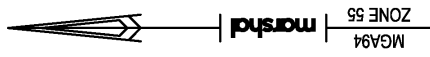
Continued  
Above Right

SEE SHEET 68

**Common Property No. 5**

**Common Property No. 5**

SEE SHEET 68



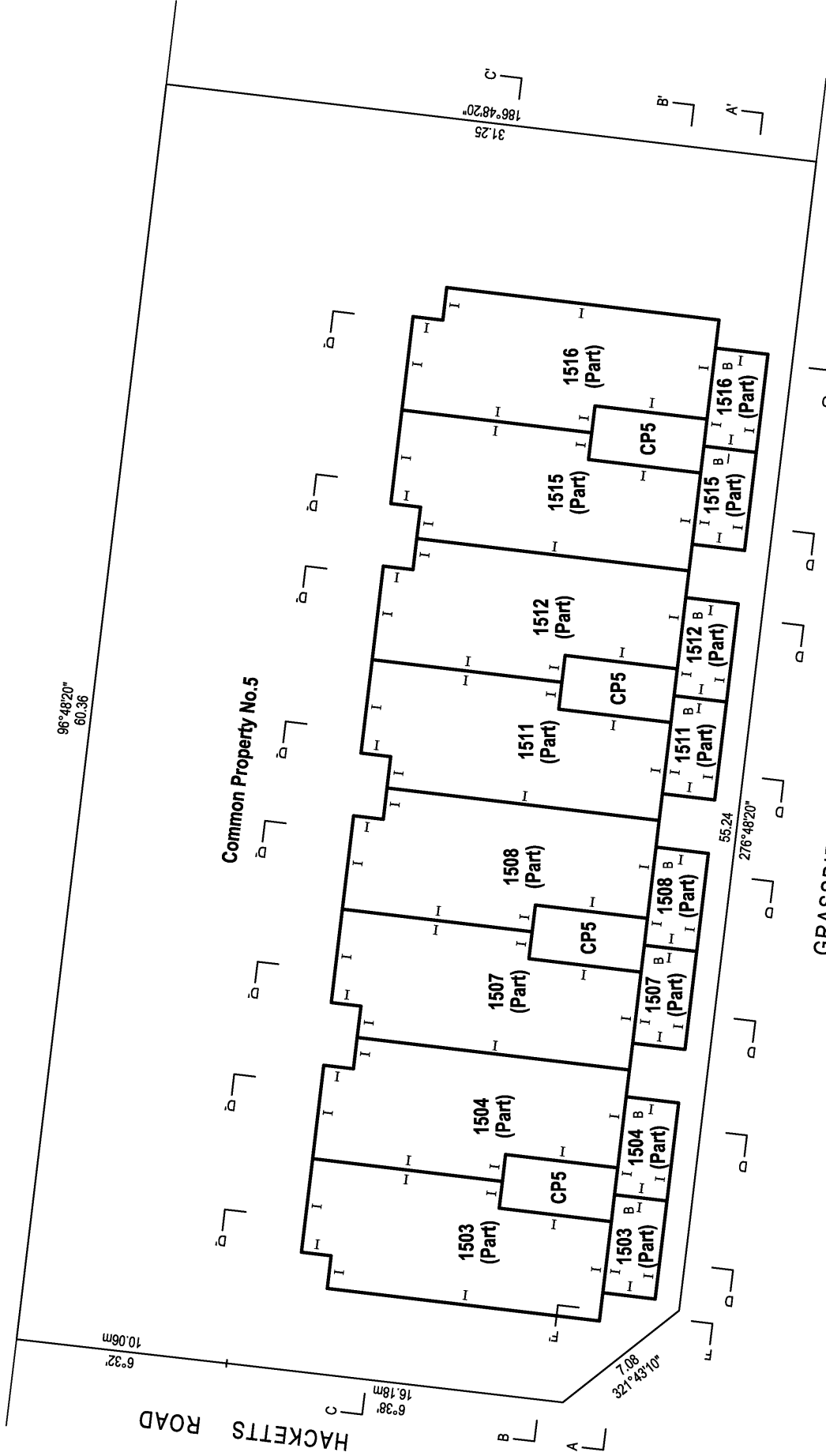
Note: External boundary omitted from this sheet for clarity

<p>SCALE 1 : 100</p>		<p>ORIGINAL SHEET SIZE A3</p>	<p>SHEET 70</p>
<p>KEVIN CHARLES WALSH, VERSION</p>		<p>SEE SHEET 68</p>	

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

PS 643122Y

FIRST STOREY DIAGRAM



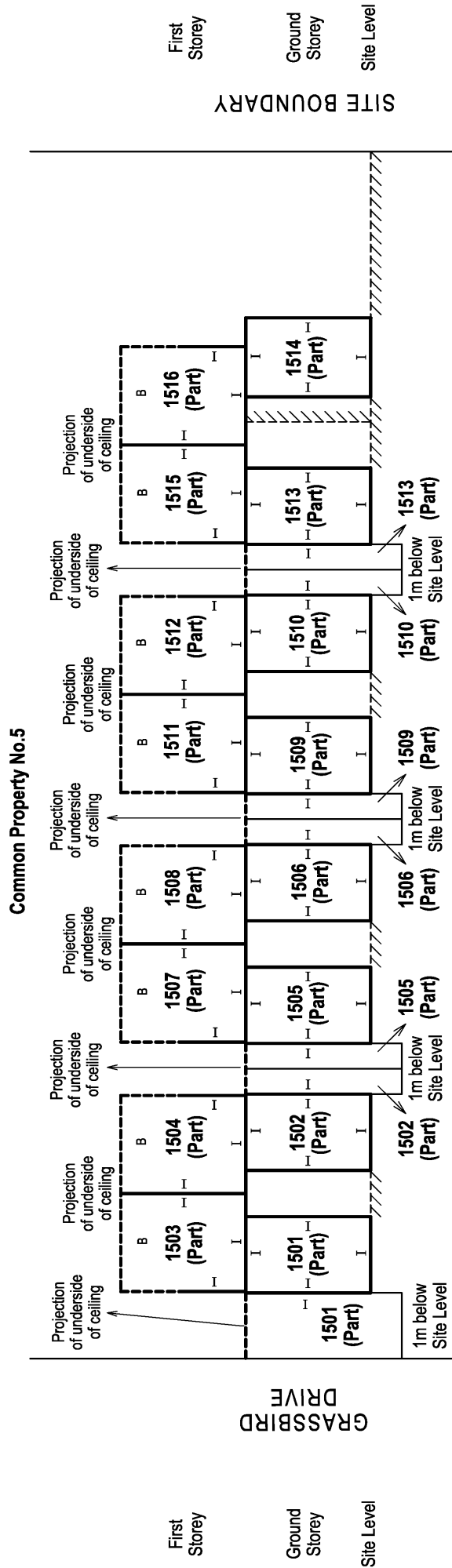
Note: See Sheets 72, 73, 74 & 75 for Cross-Sections A-A', B-B', C-C', D-D', E-E' and F-F'

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

SCALE 1 : 200	0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 71
KEVIN CHARLES WALSH, VERSION			

PS 643122Y

CROSS SECTION A-A'



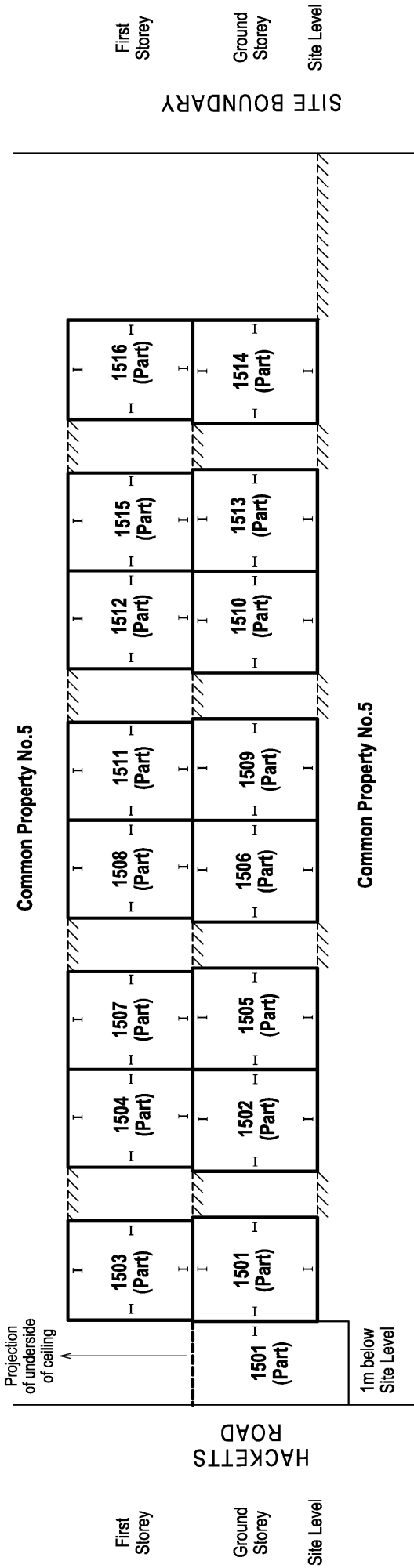
**marshal**  
 Suite 201, Level 2, 448 St Kilda Road Melbourne Victoria 3004  
 +61 3 9860 0380  
 hello@marshal.melbourne  
 marshal.melbourne  
 ABN 58 643 224 266

KEVIN CHARLES WALSH,  
 VERSION

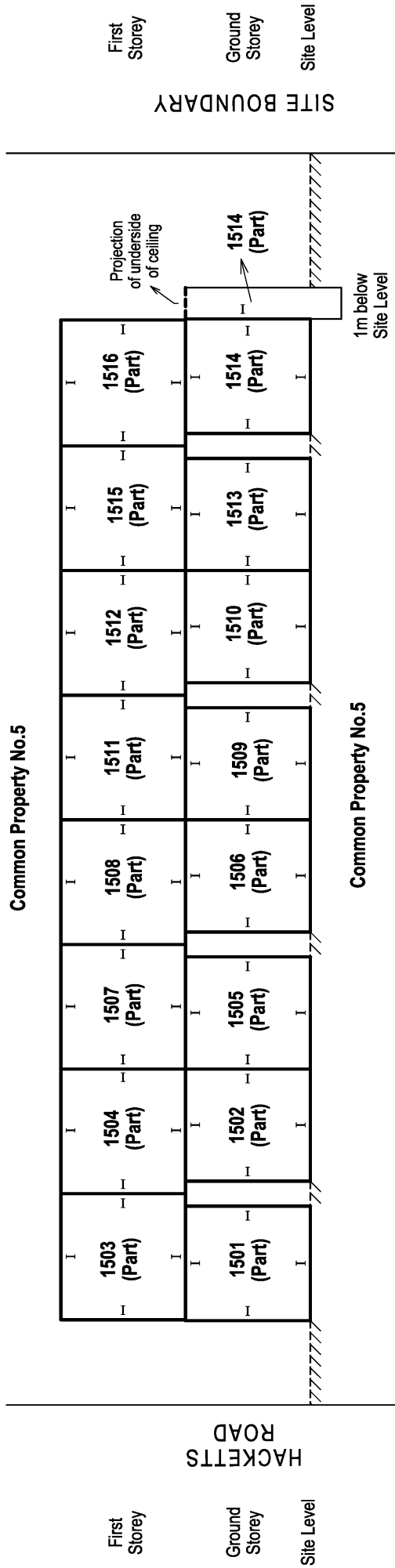
ORIGINAL SHEET  
 SIZE A3  
 SHEET 72

**PS 643122Y**

**CROSS SECTION B-B'**

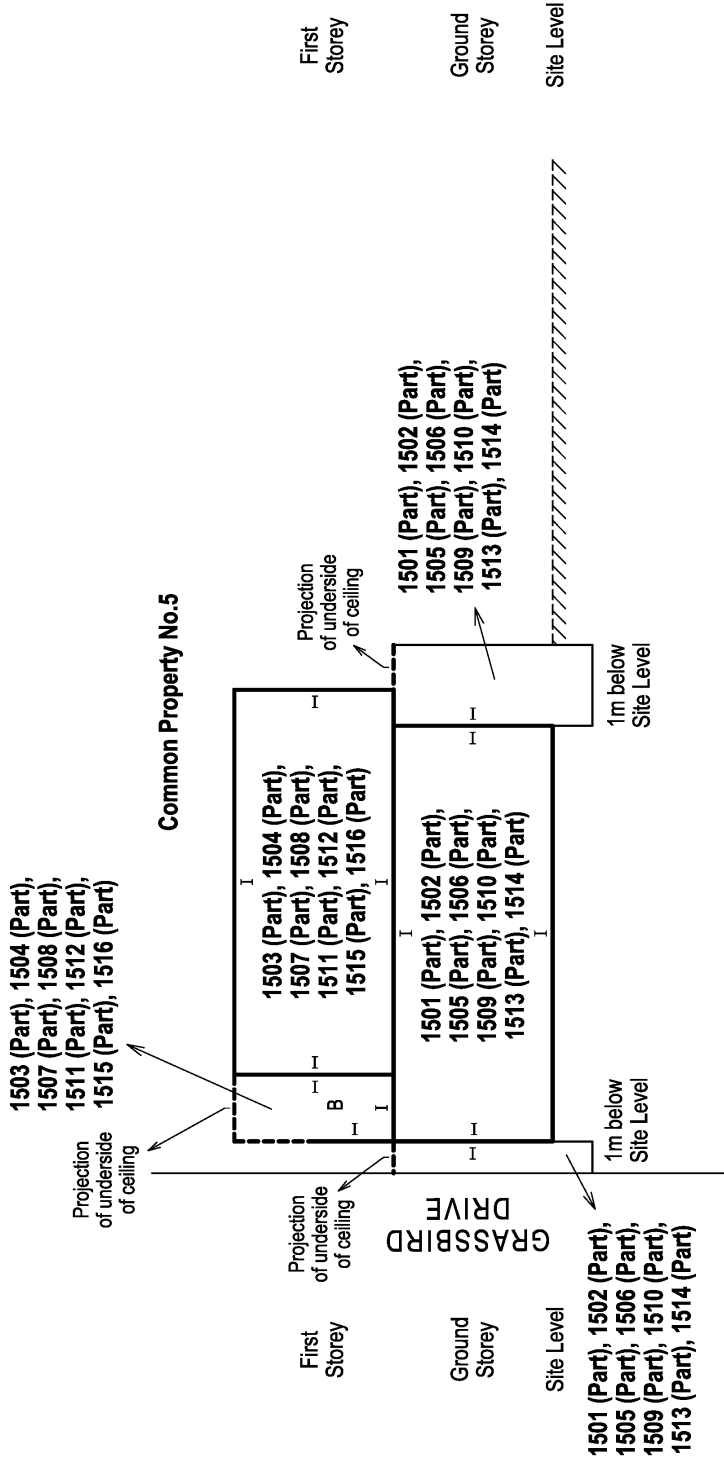


**CROSS SECTION C-C'**



PS 643122Y

CROSS SECTION D-D'

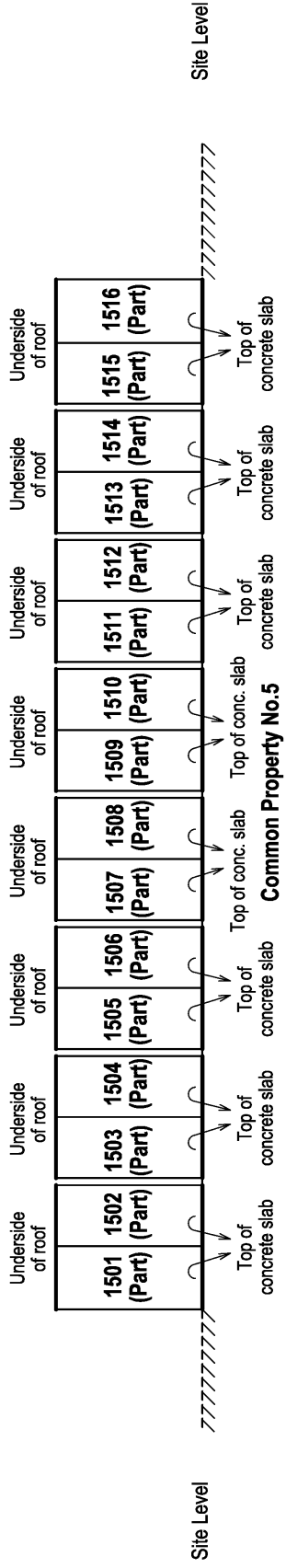


Common Property No.5

PS 643122Y

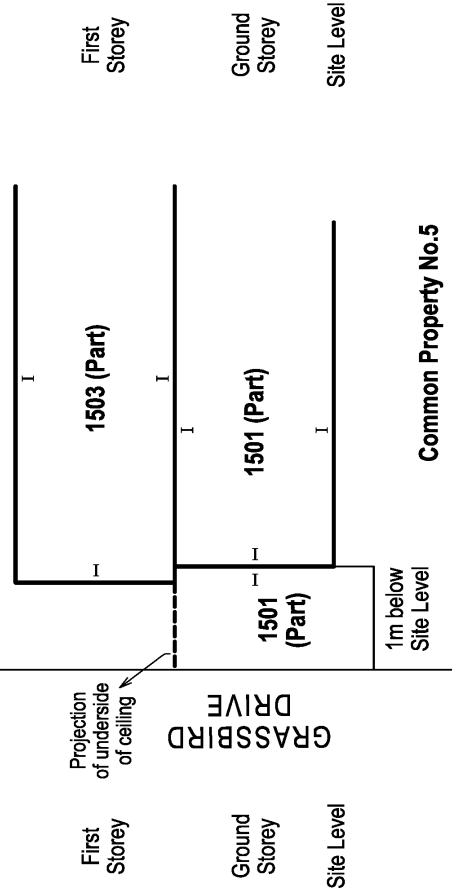
CROSS SECTION E-E'

Common Property No.5

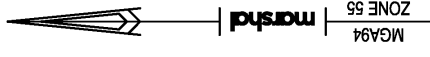


CROSS SECTION F-F'

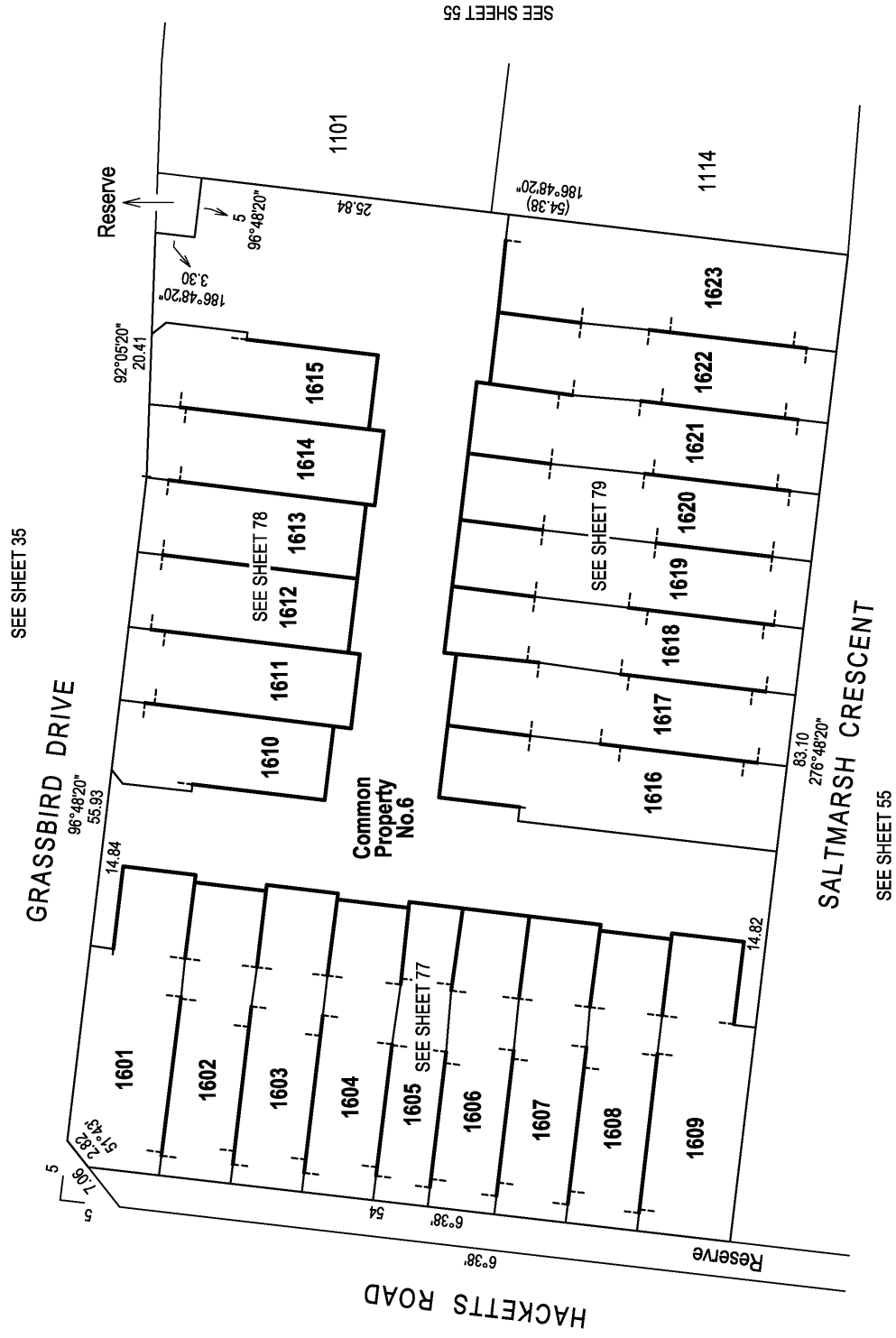
Common Property No.5



PS 643122Y



MGA94  
ZONE 55



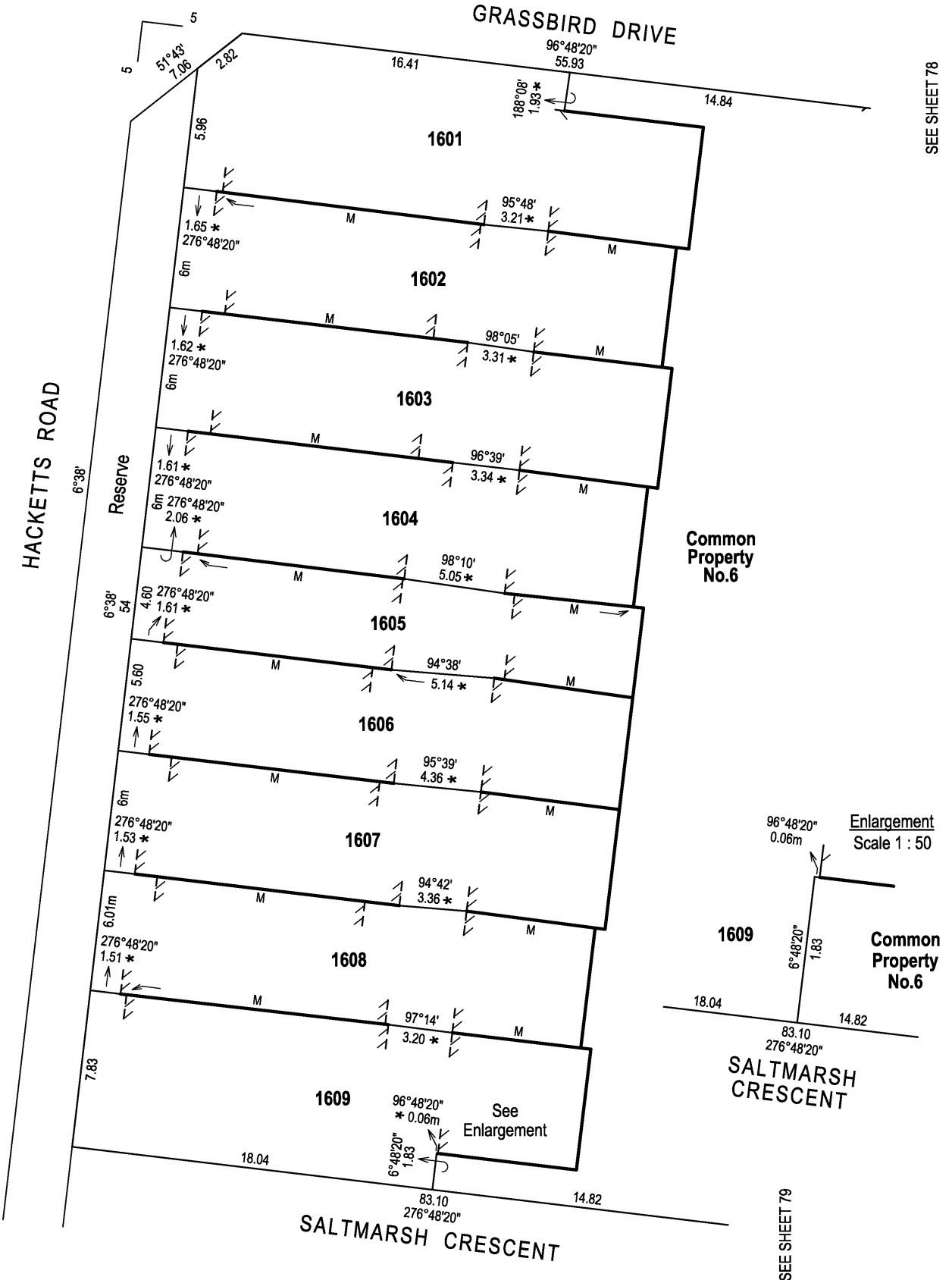
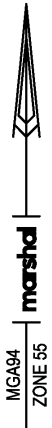
**marshd**  
 Suite 201, Level 2, 448 St Kilda Road Melbourne Victoria 3004  
 +61 3 9860 0380  
 hello@marshd.melbourne  
 marshd.melbourne  
 ABN 58 643 224 266

SCALE 1 : 400	0 4 8 12 16 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 76
KEVIN CHARLES WALSH, VERSION			

PS 643122Y

SEE SHEET 35

SEE SHEET 78



SEE SHEET 55

SEE SHEET 79

Common Property No.6

Enlargement Scale 1 : 50

Common Property No.6

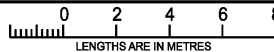
SALTMARSH CRESCENT

See Enlargement

**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

SCALE  
1 : 200

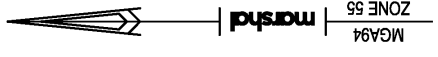


ORIGINAL SHEET  
SIZE A3

SHEET 77

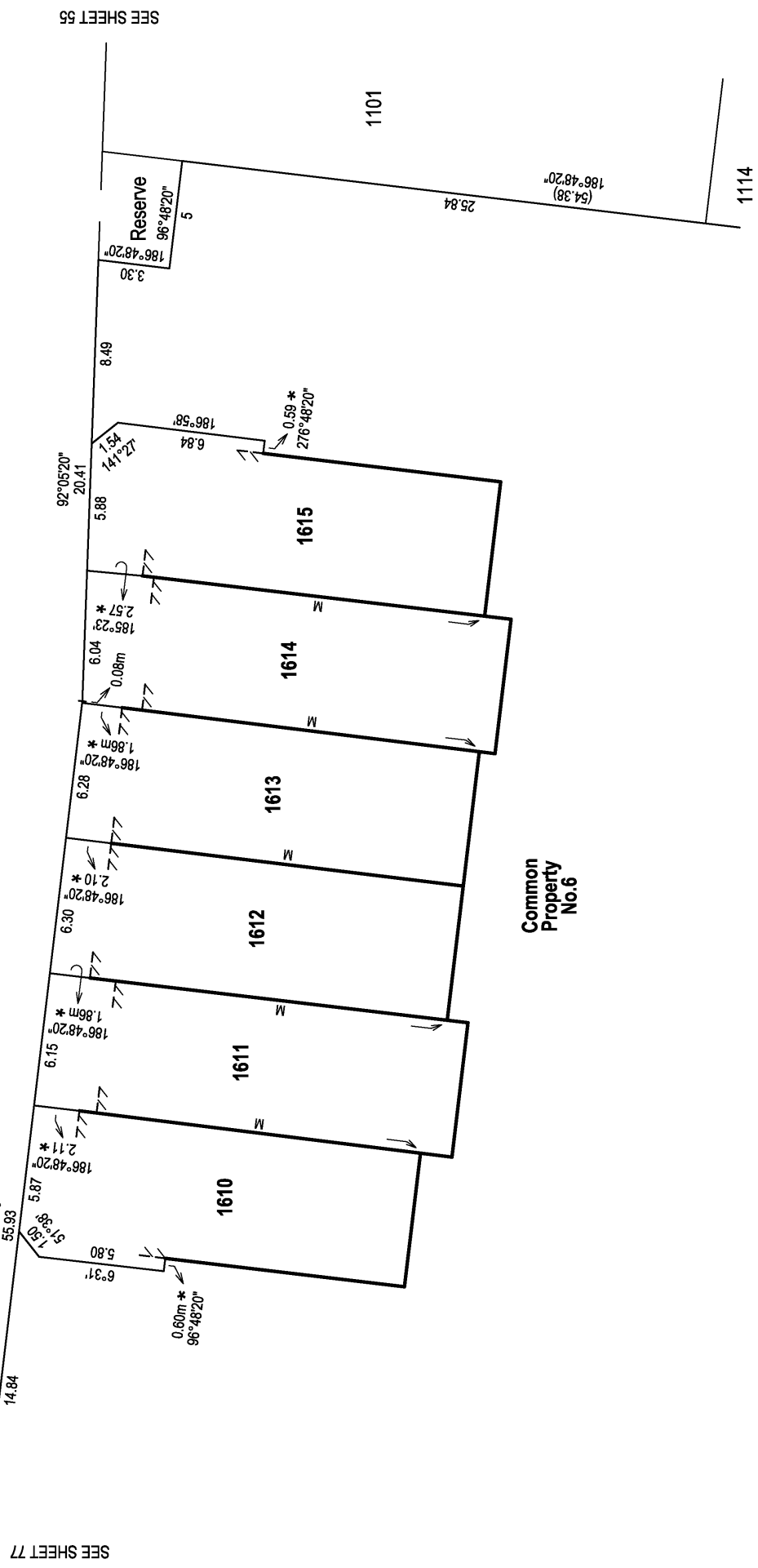
KEVIN CHARLES WALSH, VERSION

PS 643122Y



SEE SHEET 35

GRASSBIRD DRIVE



SEE SHEET 79

Common Property No.6

SCALE 1 : 200	0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 78
KEVIN CHARLES WALSH, VERSION			

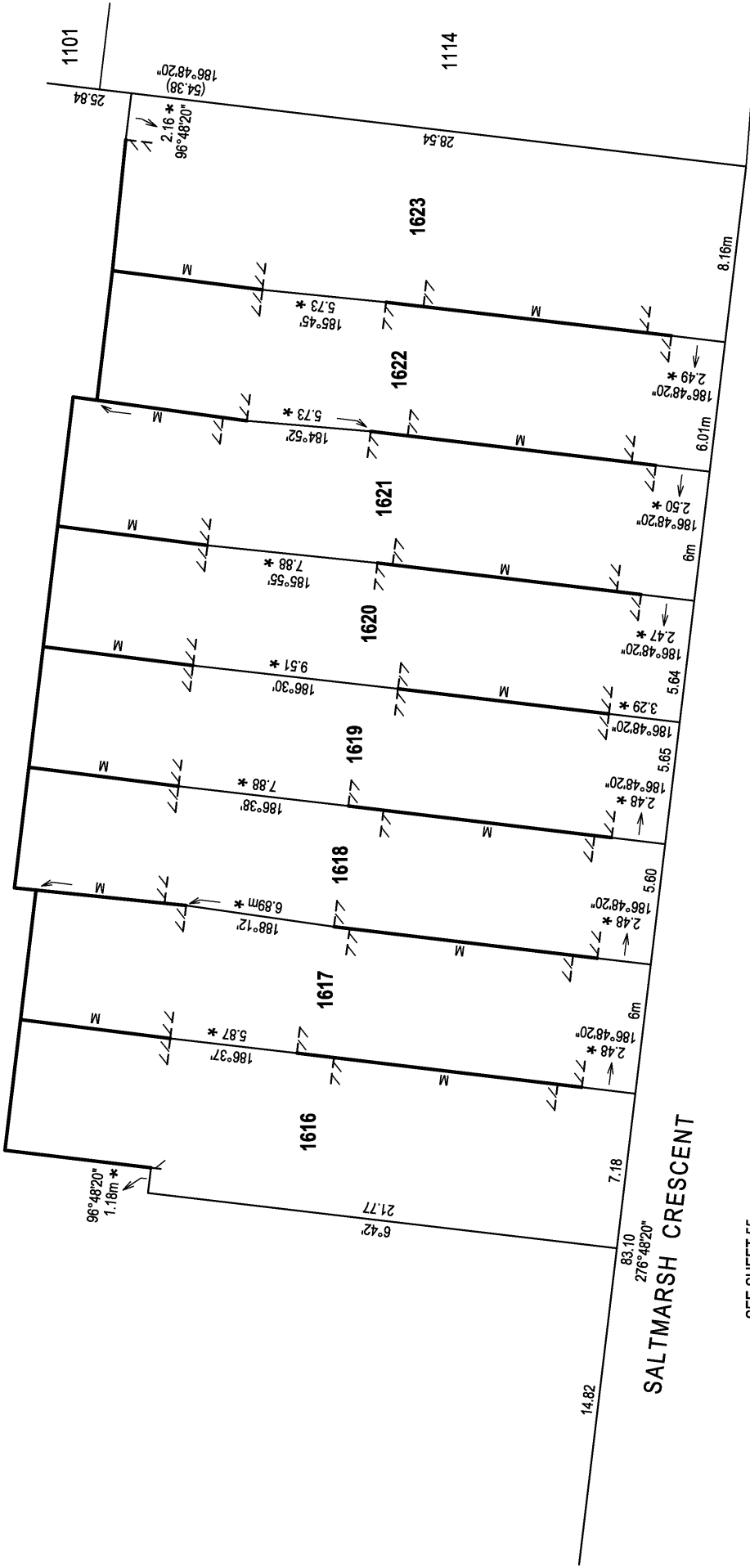
SEE SHEET 77

**marshd**  
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 marshd.melbourne  
 ABN 58 643 224 266

PS 643122Y

Common Property  
No.6

SEE SHEET 78



SEE SHEET 55

SEE SHEET 55

SEE SHEET 77



SHEET 79

ORIGINAL SHEET  
SIZE A3

SCALE  
1 : 200

LENGTHS ARE IN METRES

0 2 4 6 8

KEVIN CHARLES WALSH,  
VERSION

SEE SHEET 55

SEE SHEET 78

SEE SHEET 77

SEE SHEET 55

SEE SHEET 55

SEE SHEET 55

SEE SHEET 55

SEE SHEET 55

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

<b>PLAN OF SUBDIVISION</b>	Stage No.	Plan Number <b>PS 643122Y</b>
----------------------------	-----------	----------------------------------

SUBDIVISION ACT 1988  
CREATION OF RESTRICTION A

Upon registration of this plan the following restriction is to be created.

Table of land burdened and land benefited

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

Burdened Lot No.	Benefiting Lots on This Plan
149	148, 150
150	140, 147, 148, 149, 151
151	150, 152
152	151, 153
153	152, 154
154	153, 155
155	154, 156
156	155, 157
157	156, 158, 159
158	157, 159
159	157, 158
160	161
161	160, 162
162	161, 163
163	162, 164
164	163, 165
165	164, 166
166	165, 167
167	166, 168
168	167, 169
169	168, 170
170	169, 171
171	170, 172
172	171
201	202, 203
202	201, 203
203	201, 202, 204
204	203, 205
205	204, 206
206	205, 207
207	206, 208
208	207, 209
209	208, 210, 211
210	209, 211
211	209, 210
212	213, 214
213	212, 214, 230
214	212, 213, 215, 229
215	214, 216, 228
216	215, 217, 227, 228
217	216, 218, 226, 227
218	217, 219, 225, 226
219	218, 220, 224, 225
220	219, 221, 222, 224
221	220, 222
222	220, 221, 223, 224
223	222, 224
224	219, 220, 222, 223, 225


SHEET 80

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DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3



**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

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

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

REF 35983 VERSION

<b>PLAN OF SUBDIVISION</b>	Stage No.	Plan Number <b>PS 643122Y</b>
----------------------------	-----------	----------------------------------

SUBDIVISION ACT 1988  
CREATION OF RESTRICTION A

Upon registration of this plan the following restriction is to be created (continued from Sheet 80).

Table of land burdened and land benefited

Burdened Lot No.	Benefiting Lots on This Plan
225	218, 219, 224, 226
226	217, 218, 225, 227
227	216, 217, 226, 228
228	215, 216, 227, 229
229	214, 228, 230, 231
230	213, 229, 231
231	229, 230
232	233, 234
233	232, 234
234	232, 233, 235
235	234, 236
236	235, 237
237	236, 238
238	237, 239
239	238, 240
240	239
241	242
242	241, 243
243	242, 244
244	243, 245
245	244, 246
246	245, 247
247	246
248	249
249	248
301	302
302	301
347	401
401	347, 402, 403
402	401, 403
403	401, 402, 404
404	403, 405
405	404, 406
406	405, 407
407	406, 408, 409
408	407, 409
409	407, 408
410	411, 412
411	410, 412, 425
412	410, 411, 413, 424
413	412, 414, 423
414	413, 415, 422
415	414, 416, 421
416	415, 417, 418, 420
417	416, 418
418	416, 417, 419, 420
419	418, 420

Burdened Lot No.	Benefiting Lots on This Plan
420	416, 418, 419, 421
421	415, 420, 422
422	414, 421, 423
423	413, 422, 424
424	412, 423, 425, 426
425	411, 424, 426
426	424, 425
427	428, 429
428	427, 429, 441, 442
429	427, 428, 430, 441
430	429, 431, 440
431	430, 432, 439
432	431, 433, 438
433	432, 434, 435, 437
434	433, 435
435	433, 434, 436, 437
436	435, 437
437	433, 435, 436, 438
438	432, 437, 439
439	431, 438, 440
440	430, 439, 441
441	428, 429, 440, 442
442	428, 441
444	445
445	444, 446
446	445, 447
447	446, 448
448	447, 449
449	448, 450
450	449, 451
451	450, 452
452	451, 453
453	452, 454
454	453
456	457
457	456, 458
458	457, 459
459	458, 460
460	459, 461
461	460, 462
462	461, 463
463	462, 464
464	463, 465
465	464, 466
466	465, 467
467	466, 468
468	467

SHEET 81

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DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

**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

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

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

REF 35983 VERSION

<b>PLAN OF SUBDIVISION</b>	Stage No.	Plan Number <b>PS 643122Y</b>
----------------------------	-----------	----------------------------------

SUBDIVISION ACT 1988  
CREATION OF RESTRICTION A


Upon registration of this plan the following restriction is to be created (continued from Sheet 81).

Description of Restriction:

The registered proprietor or proprietors for the time being of a burdened lot to which this restriction applies shall not build or permit to be built or remain on the lot any building other than a building which has been constructed in accordance with the endorsed Memorandum of Common Provisions (MCP) registered in Dealing No. AA2069. The provisions of the said MCP (including Building Envelope Schedules within the instrument for PS 643122Y, Stage 1, Stage 2 & Stage 3) are incorporated into this restriction.

This restriction shall expire ten years after the date of registration of this plan

SHEET 82
..... DATE / /20 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3



**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

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE DIGITALLY SIGNED DATE

REF 35983 VERSION

<b>PLAN OF SUBDIVISION</b>	Stage No.	Plan Number <b>PS 643122Y</b>
----------------------------	-----------	----------------------------------

SUBDIVISION ACT 1988  
CREATION OF RESTRICTION B

Upon registration of this plan the following restriction is to be created.

Table of land burdened and land benefited

Burdened Lot No.	Benefiting Lots on This Plan
469	470, 471
470	469, 471
471	469, 470, 472
472	471, 473
473	472, 474
474	473, 475
475	474, 476
476	475, 477
477	476, 478
478	477, 479
479	478, 480
480	479, 481
481	480, 482
482	481, 483
483	482
484	485
485	484, 486
486	485, 487
487	486, 488
488	487
489	490, 491
490	489, 491
491	489, 490, 492
492	491, 493
493	492, 494
494	493, 495
495	494, 496
496	495, 497
497	496, 498
498	497, 499
499	498, 500

Burdened Lot No.	Benefiting Lots on This Plan
500	499, 501
501	500, 502
502	501, 503
503	502, 504
504	503
505	506
506	505, 507
507	506, 508
508	507, 509
509	508, 510
510	509, 511
511	510
512	513
513	512, 514
514	513, 515
515	514, 516
516	515, 517
517	516, 518
518	517
519	520
520	519, 521
521	520, 522
522	521
523	524
524	523
525	526, 527
526	525, 527
527	525, 526, 528
528	527, 529
529	528, 530
530	529

Description of Restriction:

The registered proprietor or proprietors for the time being of a burdened lot to which this restriction applies shall not build or permit to be built or remain on the lot any building other than a building which has been constructed in accordance with the endorsed Memorandum of Common Provisions (MCP) registered in Dealing No. AA2386. The provisions of the said MCP (including Building Envelope Schedules within the instrument for PS 643122Y, Stage 4 & Stage 5) are incorporated into this restriction.

This restriction shall expire ten years after the date of registration of this plan.

SHEET 83
..... DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

**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

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE DIGITALLY SIGNED DATE

REF 35983 VERSION

Plan Number

**PS 643122Y**

SUBDIVISION ACT 1988  
CREATION OF RESTRICTION C

Upon registration of this plan the following restriction is to be created.

Table of land burdened and land benefited

Burdened Lot No.	Benefiting Lots on This Plan
601	602
602	601, 603
603	602, 604
604	603, 605
605	604, 606
606	605, 607
607	606, 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	619
619	618, 620
620	619, 621
621	620, 622
622	621, 623
623	622, 624
624	623, 625
625	624, 626
626	625, 627
627	626, 628
628	627, 629
629	628, 630
630	629, 631
631	630, 632
632	631, 633
633	632

Burdened Lot No.	Benefiting Lots on This Plan
634	635
635	634, 636
636	635, 637
637	636, 638
638	637, 639
639	638, 640
640	639, 641
641	640, 642, 643
642	641, 643
643	641, 642, 644
644	643, 645
645	644
646	647
647	646, 648
648	647, 649
649	648
650	651
651	650, 652
652	651, 653
653	652
654	655
655	654, 656
656	655, 657
657	656, 658
658	657, 659
659	658
660	661
661	660, 662, 663
662	661, 663
663	661, 662, 664
664	663, 665
665	664, 666

Burdened Lot No.	Benefiting Lots on This Plan
666	665, 667
667	666, 668
668	667, 669
669	668, 670
670	669, 671
671	670, 672
672	671, 673
673	672, 674
674	673, 675
675	674, 676
676	675, 677
677	676, 678
678	677, 679
679	678
680	681
681	680, 682, 684
682	681, 683, 684
683	682, 684
684	681, 682, 683
701	702
702	701, 703
703	702, 704
704	703, 705
705	704, 706
706	705, 707
707	706, 708
708	707, 709
709	708, 710
710	709, 711
711	710
712	713
713	712



**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS  
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KEVIN CHARLES WALSH, VERSION

ORIGINAL SHEET  
SIZE A3

SHEET 84

Plan Number

**PS 643122Y**

SUBDIVISION ACT 1988  
CREATION OF RESTRICTION C

Upon registration of this plan the following restriction is to be created (continued from Sheet 84):

Table of land burdened and land benefited

Burdened Lot No.	Benefiting Lots on This Plan
801	802
802	801, 803
803	802, 804
804	803, 805
805	804, 806
806	805, 807
807	806, 808
808	807, 809
809	808, 810
810	809, 811
811	810, 812
812	811, 813, 815
813	812, 814, 815, 816
814	813, 819, 884
815	812, 813, 816
816	813, 815, 884
817	818, 820, 821
818	817, 821
819	814, 885
820	817, 821, 822
821	817, 818, 820
822	820, 823
823	822, 824
824	823, 825
825	824, 826
826	825, 827
827	826, 828
828	827, 829
829	828
830	831, 841
831	830, 832, 840
832	831, 833, 839
833	832, 834, 838

Burdened Lot No.	Benefiting Lots on This Plan
834	833, 835, 837
835	834, 836
836	835, 837
837	834, 836, 838
838	833, 837, 839
839	832, 838, 840
840	831, 839, 841
841	830, 840
842	843, 854
843	842, 844, 852, 853
844	843, 845, 851, 852
845	844, 846, 850, 851
846	845, 847, 849, 850
847	846, 848, 849
848	847, 849
849	846, 847, 848, 850
850	845, 846, 849, 851
851	844, 845, 850, 852
852	843, 844, 851, 853
853	842, 843, 852, 854
854	842, 853
855	856, 886
856	855, 857
857	856, 858, 859
858	857, 859
859	857, 858
860	861, 875
861	860, 862, 875
862	861, 863, 864, 875
863	862, 864
864	862, 863, 865, 875
865	864, 866, 874
866	865, 867, 873
867	866, 868, 872

Burdened Lot No.	Benefiting Lots on This Plan
868	867, 869, 871
869	868, 870
870	869, 871
871	868, 870, 872
872	867, 871, 873
873	866, 872, 874
874	865, 873, 875
875	860, 861, 862, 864, 874
876	877
877	876, 878
878	877, 879
879	878, 880
880	879, 881
881	880, 882, 883
882	881, 883
883	881, 882
884	814, 816, 885
885	819, 884
886	855, 887
887	886, 888
888	887, 889
889	888, 890, 891
890	889, 891
891	889, 890, 892
892	891, 893
893	892
894	895
895	894, 896
896	895, 897
897	896
898	899
899	898, 8100
8100	899, 8101
8101	8100



**WATSONS**

URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

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ORIGINAL SHEET  
SIZE A3

SHEET 85

KEVIN CHARLES WALSH, VERSION

SUBDIVISION ACT 1988  
CREATION OF RESTRICTION C

Upon registration of this plan the following restriction is to be created (continued from Sheet 85):

Table of land burdened and land benefited

Burdened Lot No.	Benefiting Lots on This Plan
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, 913
912	911, 913
913	911, 912, 914
914	913, 915
915	914
916	917
917	916, 918
918	917, 919
919	918
920	921
921	920
922	923
923	922, 924
924	923, 925
925	924
926	927
927	926, 928
928	927, 929
929	928
930	931
931	930
1001	1002
1002	1001, 1003
1003	1002, 1004
1004	1003, 1005
1005	1004, 1006, 1007
1006	1005, 1007
1007	1005, 1006

Burdened Lot No.	Benefiting Lots on This Plan
1008	1009
1009	1008
1010	1011, 1023
1011	1010, 1012, 1022
1012	1011, 1013, 1021
1013	1012, 1014, 1020
1014	1013, 1015, 1019
1015	1014, 1016, 1018
1016	1015, 1017
1017	1016, 1018
1018	1015, 1017, 1019
1019	1014, 1018, 1020
1020	1013, 1019, 1021
1021	1012, 1020, 1022
1022	1011, 1021, 1023
1023	1010, 1022
1024	1025, 1037
1025	1024, 1026, 1036
1026	1025, 1027, 1035
1027	1026, 1028, 1034
1028	1027, 1029, 1033
1029	1028, 1030, 1032
1030	1029, 1031
1031	1030, 1032
1032	1029, 1031, 1033
1033	1028, 1032, 1034
1034	1027, 1033, 1035
1035	1026, 1034, 1036
1036	1025, 1035, 1037
1037	1024, 1036
1038	1039
1039	1038, 1040
1040	1039, 1041
1041	1040, 1042
1042	1041, 1043
1043	1042, 1044
1044	1043



**WATSONS**

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ORIGINAL SHEET  
SIZE A3

SHEET 86

KEVIN CHARLES WALSH, VERSION

Plan Number

**PS 643122Y**

SUBDIVISION ACT 1988  
CREATION OF RESTRICTION C

Upon registration of this plan the following restriction is to be created (continued from Sheet 86):

Table of land burdened and land benefited

Burdened Lot No.	Benefiting Lots on This Plan
1101	1102, 1114
1102	1101, 1103, 1113
1103	1102, 1104, 1112
1104	1103, 1105, 1110, 1111
1105	1104, 1106, 1110
1106	1105, 1107, 1109
1107	1106, 1108
1108	1107, 1109
1109	1106, 1108, 1110
1110	1104, 1105, 1109, 1111
1111	1104, 1110, 1112
1112	1103, 1111, 1113
1113	1102, 1112, 1114
1114	1101, 1113
1115	1116, 1117
1116	1115, 1117, 1136
1117	1115, 1116, 1118, 1135
1118	1117, 1119, 1134
1119	1118, 1120, 1133
1120	1119, 1121, 1132
1121	1120, 1122, 1131
1122	1121, 1123, 1130, 1131
1123	1122, 1124, 1129, 1130
1124	1123, 1125, 1128, 1129
1125	1124, 1126, 1127, 1128
1126	1125, 1127
1127	1125, 1126, 1128
1128	1124, 1125, 1127, 1129
1129	1123, 1124, 1128, 1130
1130	1122, 1123, 1129, 1131
1131	1121, 1122, 1130, 1132
1132	1120, 1131, 1133
1133	1119, 1132, 1134
1134	1118, 1133, 1135
1135	1117, 1134, 1136, 1137
1136	1116, 1135, 1137

Burdened Lot No.	Benefiting Lots on This Plan
1137	1135, 1136
1138	1139
1139	1138, 1140
1140	1139, 1141
1141	1140
1142	1143
1143	1142, 1144
1144	1143, 1145
1145	1144
1146	1147
1147	1146
1201	1202, 1209
1202	1201, 1203, 1208
1203	1202, 1204, 1205, 1207
1204	1203, 1205
1205	1203, 1204, 1206, 1207
1206	1205, 1207
1207	1203, 1205, 1206, 1208
1208	1202, 1207, 1209
1209	1201, 1208
1210	1211, 1218
1211	1210, 1212, 1217
1212	1211, 1213, 1214, 1216, 1217
1213	1212, 1214
1214	1212, 1213, 1215, 1216
1215	1214, 1216
1216	1212, 1214, 1215, 1217
1217	1211, 1212, 1216, 1218
1218	1210, 1217
1219	1220
1220	1219, 1221
1221	1220, 1222
1222	1221, 1223, 1224
1223	1222, 1224
1224	1222, 1223, 1225
1225	1224

Description of Restriction:

- The registered proprietor or proprietors for the time being of a burdened lot to which this restriction applies:-
- (i) Shall not build or permit to be built or remain on the lot any building other than a building which has been constructed in accordance with the endorsed Memorandum of Common Provisions (MCP) registered in Dealing No. AA 2766. The provisions of the said MCP (including Building Envelope Schedules within the instrument for PS 643122Y Stage 6, Stage 7, Stage 8, Stage 9, Stage 10, Stage 11 & Stage 12) are incorporated into this restriction.
- (ii) Shall not allow the above restriction to be changed or amended unless otherwise approved in writing by the Responsible Authority.

This restriction shall expire ten years after the date of registration of this plan.



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KEVIN CHARLES WALSH, VERSION

ORIGINAL SHEET  
SIZE A3

SHEET 87

<b>PLAN OF SUBDIVISION</b>	Stage No.	Plan Number <b>PS 643122Y</b>
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SUBDIVISION ACT 1988  
CREATION OF RESTRICTION D

Upon registration of this plan the following restriction is to be created.

Land to benefit: Lots 101 to 172 (Both Inclusive), 201 to 249 (Both Inclusive), 301, 302, 347, 401 to 442 (Both Inclusive), 444 to 454 (Both Inclusive) and 456 to 504 (Both Inclusive)

Land to be burdened: Lots 101 to 172 (Both Inclusive), 201 to 249 (Both Inclusive), 301, 302, 347, 401 to 442 (Both Inclusive), 444 to 454 (Both Inclusive) and 456 to 504 (Both Inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any lot on this plan to which the following restrictions apply shall not:

- (i) Build or cause to be built or allow to be built or allow to remain 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 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 unless:
  - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Saratoga Design Review Committee care of Shelton Finnis Architects, 72 Bridport Street, Albert Park, 3206 or such other entity as may be nominated by the Saratoga Design Review Committee from time to time;
  - (B) The plans comply with the Design Guidelines, a copy of which can be obtained from Shelton Finnis Architects, 72 Bridport Street, Albert Park, 3206.
  - (C) The Saratoga Design Review Committee or such other entity as may be nominated by the Saratoga Design Review Committee from time to time has given its written approval to the plans prior to the commencement of works;
- (iii) At any time erect, construct, build or cause or permit to be erected, constructed or built on a lot:-
  - (A) Any private dwelling with a total habitable floor area (excluding any verandah, balcony, garage or alfresco areas) of less than:
    - (a) 110m<sup>2</sup> in the case of a lot having an area less than 401m.
    - (b) 130m<sup>2</sup> in the case of a lot having an area between 401m and 500m.
    - (c) 160m<sup>2</sup> in the case of a lot having an area greater than 501m.
 Duplex lots, medium density lots and lots under 300m are excluded from this control.
  - (B) Any building with the same front facade to that of an existing private dwelling within 3 house lots, and opposite the private dwelling and within 3 house lots, regardless of street intersections unless part of an intergrated housing developments or terrace allotment.
  - (C) Any private dwelling (including garage) of which external walls (excluding windows) are not predominantly constructed of face brick or rendered finish.
  - (D) Any private dwelling (including garage or carport) with a roof that is of reflective materials.
  - (E) Any private dwelling that does not allow for lock up car accommodation for at least one vehicle.
- (iv) Build or cause to be built or allow to be built or allow to remain a garage;
  - (A) That is wider then the dwelling.
  - (B) Sited less than 0.5m behind the front wall of the dwelling.
  - (C) Which has a roller door.

SHEET 88
..... DATE / /20 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

**WATSONS**  
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LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE DIGITALLY SIGNED DATE

REF 35983 VERSION

<b>PLAN OF SUBDIVISION</b>	Stage No.	Plan Number <b>PS 643122Y</b>
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SUBDIVISION ACT 1988  
CREATION OF RESTRICTION D

Upon registration of this plan the following restriction is to be created (continued from Sheet 88):

- (v) Build or cause to be built or allow to be built or allow to remain any fencing:
  - (A) Along a main street frontage.
  - (B) Between the main street frontage and 1 metre behind the building line.
  - (C) Upon a side or rear boundary of a lot unless it is 1.8 metres in height, constructed of timber capped and timber palings with timber posts exposed to both sides of the fence.
  - (D) Upon a corner lot, along the secondary street boundary, unless it is no greater than 1.8 metres in height and constructed of timber capped and timber palings with timber exposed to both sides of the fence or of a type that has written approval from the Saratoga Design Review Committee.
  - (E) Upon a corner lot, along the secondary street boundary unless setback no less than 3 metres from the closest corner of the front fascade to the secondary street boundary.
- (vi) Subdivide the land sold.
- (vii) Erect any sign of advertising except a builder's sign (600mm by 600mm maximum) during the construction period, to be removed on completion of the building works, and a "Home For Sale" sign which may only be erected after completion of construction of the dwelling.
- (viii) Park or store any commercial vehicle, trucks and/or caravans within the land so as to be visible from any street abutting the land.
- (ix) Delay the front landscaping to the dwelling for more than 30 days from the date of the issue of the Certificate of Occupancy in relation to the private dwelling constructed on the said lot.
- (x) Leave incomplete building works for more than 90 days without construction being carried out, and shall not delay completion of all building works resulting in the issue of a Certificate of Occupancy, for more than 12 months.
- (xi) Construct or allow to construct any dwelling or commercial building on any lot unless the building incorporates plumbing for recycled water supply for toilet flushing and garden watering if it is to become available.

This restriction shall expire 25 years after the date of registration of this plan.

SHEET 89
..... DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3



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SIGNATURE DIGITALLY SIGNED DATE

REF 35983 VERSION

SUBDIVISION ACT 1988  
CREATION OF RESTRICTION E

Upon registration of this plan the following restriction is to be created.

Land to benefit: Lots 505 to 530 (Both Inclusive)

Land to be burdened: Lots 505 to 530 (Both Inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any lot on this plan to which the following restrictions apply shall not:

- (i) Build or cause to be built or allow to be built or allow to remain 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 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 unless:
  - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Wolfdene Design Review Committee at [design@wolfdene.com.au](mailto:design@wolfdene.com.au) or such other entity as may be nominated by the Wolfdene Design Review Committee from time to time;
  - (B) The plans comply with the Design Guidelines, a copy of which can be obtained from Wolfdene Design Review Committee at 24 Anchor Place, Prahran VIC 3181 or by request to [design@wolfdene.com.au](mailto:design@wolfdene.com.au).
  - (C) The Wolfdene Design Review Committee or such other entity as may be nominated by the Wolfdene Design Review Committee from time to time has given its written approval to the plans prior to the commencement of works;
- (iii) At any time erect, construct, build or cause or permit to be erected, constructed or built on a lot:-
  - (A) Any private dwelling with a total habitable floor area (excluding any verandah, balcony, garage or alfresco areas) of less than:
    - (a)  $110m^2$  in the case of a lot having an area less than  $401m^2$
    - (b)  $130m^2$  in the case of a lot having an area between  $401m^2$  and  $500m^2$
    - (c)  $160m^2$  in the case of a lot having an area greater than  $501m^2$
 Duplex lots, medium density lots and lots under  $300m^2$  are excluded from this control.
  - (B) Any building with the same front facade to that of an existing private dwelling within 3 house lots, and opposite the private dwelling and within 3 house lots, regardless of street intersections unless part of an intergrated housing developments or terrace allotment.
  - (C) Any private dwelling (including garage) of which external walls (excluding windows) are not predominantly constructed of face brick or rendered finish.
  - (D) Any private dwelling (including garage or carport) with a roof that is of reflective materials.
  - (E) Any private dwelling that does not allow for lock up car accommodation for at least one vehicle.
- (iv) Build or cause to be built or allow to be built or allow to remain a garage;
  - (A) That is wider than the dwelling.
  - (B) Sited less than 0.5m behind the front wall of the dwelling.
  - (C) Which has a roller door.
  - (D) Greater than 6m in width.

SHEET 90

ORIGINAL SHEET SIZE A3



**WATSONS**  
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DIGITALLY SIGNED BY LICENSED SURVEYOR

JONATHAN TREVOR NEATE

REF 35983

VERSION

SUBDIVISION ACT 1988  
CREATION OF RESTRICTION E

Upon registration of this plan the following restriction is to be created (continued from Sheet 90):

- (v) Build or cause to be built or allow to be built or allow to remain any fencing:
  - (A) Along a main street frontage.
  - (B) Between the main street frontage and 1 metre behind the building line.
  - (C) Upon a side or rear boundary of a lot unless it is 1.8 metres in height, constructed of timber capped and timber palings with timber posts exposed to both sides of the fence.
  - (D) Upon a corner lot, along the secondary street boundary, unless it is no greater than 1.8 metres in height and constructed of timber capped and timber palings with timber exposed to both sides of the fence or of a type that has written approval from the Wolfdene Design Review Committee.
  - (E) Upon a corner lot, along the secondary street boundary unless setback no less than 3 metres from the closest corner of the front facade to the secondary street boundary in a colour complimentary to that of the house.
  - (F) Leave incomplete perimeter fencing for more than 30 days from the date of the issue of the Certificate of Occupancy
- (vi) Subdivide the land sold.
- (vii) Erect any sign of advertising except a builder's sign (600mm by 600mm maximum) during the construction period, to be removed on completion of the building works. This restriction does not apply to the developer/vendor.
- (viii) Park or store any commercial vehicle, trucks and/or caravans within the land so as to be visible from any street abutting the land.
- (ix) Delay the front landscaping to the dwelling for more than 30 days from the date of the issue of the Certificate of Occupancy in relation to the private dwelling constructed on the said lot.
- (x) Leave incomplete building works for more than 90 days without construction being carried out, and shall not delay completion of all building works resulting in the issue of a Certificate of Occupancy, for more than 12 months.
- (xi) Construct or allow to construct any dwelling or commercial building on any lot unless the building incorporates plumbing for recycled water supply for toilet flushing and garden watering if it is to become available.

This restriction shall expire 25 years after the date of registration of this plan.

SHEET 91

ORIGINAL SHEET SIZE A3



**WATSONS**  
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DIGITALLY SIGNED BY LICENSED SURVEYOR

JONATHAN TREVOR NEATE

REF 35983

VERSION

SUBDIVISION ACT 1988  
CREATION OF RESTRICTION F

Upon registration of this plan the following restriction is to be created.

Land to benefit: Lots 601 to 684 (Both Inclusive), 701 to 713 (Both Inclusive), 801 to 899 (Both Inclusive), 8100, 8101, 901 to 931 (Both Inclusive), 1001 to 1044 (Both Inclusive), 1101 to 1147 (Both Inclusive) and 1201 to 1225 (Both Inclusive)

Land to be burdened: Lots 601 to 684 (Both Inclusive), 701 to 713 (Both Inclusive), 801 to 899 (Both Inclusive), 8100, 8101, 901 to 931 (Both Inclusive), 1001 to 1044 (Both Inclusive), 1101 to 1147 (Both Inclusive) and 1201 to 1225 (Both Inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any lot on this plan to which the following restrictions apply shall not:

- (i) Build or cause to be built or allow to be built or allow to remain 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 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 unless:
  - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Wolfdene Design Review Committee at design@wolfdene.com.au or such other entity as may be nominated by the Wolfdene Design Review Committee from time to time;
  - (B) The plans comply with the Design Guidelines, a copy of which can be obtained from Wolfdene Design Review Committee at 24 Anchor Place, Prahran VIC 3181 or by request to design@wolfdene.com.au.
  - (C) The Wolfdene Design Review Committee or such other entity as may be nominated by the Wolfdene Design Review Committee from time to time has given its written approval to the plans prior to the commencement of works;
- (iii) At any time erect, construct, build or cause or permit to be erected, constructed or built on a lot:-
  - (A) Any private dwelling with a total habitable floor area (excluding any verandah, balcony, garage or alfresco areas) of less than:
    - (a) 110m<sup>2</sup> in the case of a lot having an area less than 401m<sup>2</sup>
    - (b) 130m<sup>2</sup> in the case of a lot having an area between 401m<sup>2</sup> and 500m<sup>2</sup>
    - (c) 160m<sup>2</sup> in the case of a lot having an area greater than 501m<sup>2</sup>
 Duplex lots, medium density lots and lots under 300m<sup>2</sup> are excluded from this control.
  - (B) Any building with the same front facade to that of an existing private dwelling within 3 house lots, and opposite the private dwelling and within 3 house lots, regardless of street intersections unless part of an intergrated housing developments or terrace allotment.
  - (C) Any private dwelling (including garage) of which external walls (excluding windows) are not predominantly constructed of face brick or rendered finish.
  - (D) Any private dwelling (including garage or carport) with a roof that is of reflective materials.
  - (E) Any private dwelling that does not allow for lock up car accommodation for at least one vehicle.
- (iv) Build or cause to be built or allow to be built or allow to remain a garage, excluding lots consisting of widths of 10.5 metres;
  - (A) That is wider than the dwelling.
  - (B) Sited less than 0.5m behind the front wall of the dwelling.
  - (C) Which has a roller door.
  - (D) Greater than 6m in width.



SUBDIVISION ACT 1988  
CREATION OF RESTRICTION F

Upon registration of this plan the following restriction is to be created (continued from Sheet 92):

- (v) Build or cause to be built or allow to be built or allow to remain a garage for lots consisting of widths of 10.5 metres;
  - (A) Sited less than 0.5m behind the front wall of the dwelling.
  - (B) Which has a roller door.
  - (C) Greater than 6m in width.
- (vi) Build or cause to be built or allow to be built or allow to remain any fencing:
  - (A) Along a main street frontage.
  - (B) Between the main street frontage and 1 metre behind the building line.
  - (C) Upon a side or rear boundary of a lot unless it is 1.8 metres in height, constructed of timber capped and timber palings with timber posts exposed to both sides of the fence.
  - (D) Upon a corner lot, along the secondary street boundary, unless it is no greater than 1.8 metres in height and constructed of timber capped and timber palings with timber exposed to both sides of the fence or of a type that has written approval from the Wolfdene Design Review Committee.
  - (E) Upon a corner lot, along the secondary street boundary unless setback no less than 3 metres from the closest corner of the front facade to the secondary street boundary in a colour complementary to that of the house.
- (vii) Leave incomplete perimeter fencing for more than 30 days from the date of the issue of the Certificate of Occupancy.
- (viii) Subdivide the land sold.
- (ix) Erect any sign of advertising except a builder's sign (600mm by 600mm maximum) during the construction period, to be removed on completion of the building works. This restriction does not apply to the developer/vendor.
- (x) Park or store any commercial vehicle, trucks and/or caravans within the land so as to be visible from any street abutting the land.
- (xi) Delay the front landscaping to the dwelling for more than 30 days from the date of the issue of the Certificate of Occupancy in relation to the private dwelling constructed on the said lot.
- (xii) Leave incomplete building works for more than 90 days without construction being carried out, and shall not delay completion of all building works resulting in the issue of a Certificate of Occupancy, for more than 12 months.
- (xiii) Construct or allow to construct any dwelling or commercial building on any lot unless the building incorporates plumbing for recycled water supply for toilet flushing and garden watering if it is to become available.

This restriction shall expire 25 years after the date of registration of this plan.



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KEVIN CHARLES WALSH, VERSION

ORIGINAL SHEET  
SIZE A3

SHEET 93

	<b>PLAN OF SUBDIVISION</b>	Stage No.	Plan Number <b>PS 643122Y</b>
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SUBDIVISION ACT 1988  
CREATION OF RESTRICTION G

Upon registration of this plan the following restriction is to be created.

Land to benefit: All Lots in this Plan

Land to be burdened: Lots 469, 470, 659 to 662 (Both Inclusive), 882, 883, 1204 to 1206 (Both Inclusive), 1213 to 1215 (Both Inclusive) and 1223 to 1225 (Both Inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any lot on this plan to which the following restriction applies shall not build a single storey dwelling and no less than a two storey dwelling.

SHEET 94
..... DATE / /20 COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3



**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

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LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE DIGITALLY SIGNED DATE

REF 35983 VERSION

Plan Number

**PS 643122Y**

SUBDIVISION ACT 1988  
CREATION OF RESTRICTION H

Upon registration of this plan the following restriction is to be created.

Land to benefit:                Lots 531 to 574 (Both Inclusive)

Land to be burdened:        Lots 531 to 574 (Both Inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any lot on this plan shall not build or cause to be built or allow to be built any dwelling unless in accordance with plans endorsed under planning permit WYP7670/14 or any subsequent permit or variation approved by the Responsible Authority.



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JONATHAN TREVOR NEATE    VERSION

ORIGINAL SHEET  
SIZE A3

SHEET 95

# MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

## PLAN NUMBER

### PS643122Y

MASTER PLAN (STAGE 1) REGISTERED DATE 17/10/2012 TIME 9:04 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 TO 249 (B.I.), LOT S3, ROAD R2 & RESERVE No. 4	STAGE PLAN	PS643122Y/S2	17/10/12	2	LJW
LOT S-3	LOTS 301, 302, 347, 401 TO 442, 444 TO 454, 456 TO 468, S4, S5, RES 1 TO RES 7 & ROAD R3	STAGE PLAN	PS643122Y/S3	04/09/13	3	GV
LOT S4	LOTS 469 TO 504 (B.I.) LOT S6, ROAD R4 & RESERVES NO. 8 & 9	STAGE PLAN	PS643122Y/S4	01/09/14	4	G.R.
LOT S5	LOTS 505 TO 530 (B.I.), LOT S7, ROAD R5 & RESERVE NO. 10	STAGE PLAN	PS643122Y/S5	06/01/15	5	LC
LOT S6	LOTS 601-684, S8 AND ROAD R6 AND RESERVE 11	STAGE PLAN	PS643122Y/S6	12/11/15	6	RGM
RESERVE NO. 4	E-13	CREATION OF EASEMENT	AM640379Y	30/3/16	7	RGM
RESERVE NO. 5	E-14	CREATION OF EASEMENT	AM640457F	30/3/16	7	RGM
LOT S8	LOTS 701-713, S9, S10 ROAD R-7 & RESERVE 15	STAGE PLAN	PS643122Y/S7	06/04/16	8	C.G.
LOT S10	LOTS 801 TO 899, 8100 & 8101, ROAD R8, RESERVE 14, S11 TO S13	STAGE PLAN	PS643122Y/S8	11/05/16	9	C.M.
LOT S13	LOTS 901 TO 931, ROAD R9 & S14	STAGE PLAN	PS643122Y/S9	16/05/16	9	C.M.
LOT S14	LOTS 1001 TO 1044, ROAD R10 & S15	STAGE PLAN	PS643122Y/S10	16/05/16	9	C.M.
LOT S7	LOTS 531 TO 536, 570 TO 574, S32 & CP2	STAGE PLAN	PS643122Y/S31	19/05/16	10	C.M.
LOT S32	LOTS 537 TO 542, 563 TO 569 & S33	STAGE PLAN	PS643122Y/S32	19/05/16	10	C.M.
LOT S15	LOTS 1101 TO 1147, S16 TO S17, ROAD R11 & RESERVE 13	STAGE PLAN	PS643122Y/S11	23/05/16	11	C.M.
LOT S33	LOTS 543 TO 562 AND ADDITIONAL COMMON PROPERTY NO.2	STAGE PLAN	PS643122Y/S33	28/06/16	12	M.H
LOT S16	LOTS 1201 - 1225, ROAD R12 & RESERVE NO.12	STAGE PLAN	PS643122Y/S12	18/08/16	13	M.M.C.
LOT S11	LOTS 1301-1325, S18 & CP1,CP3	STAGE PLAN	PS643122Y/S13	06/12/17	14	H.L.

Plan Number

**PS 643122Y**

SUBDIVISION ACT 1988  
CREATION OF RESTRICTION I

Upon registration of this plan the following restriction is to be created.

Land to benefit:                Lots 1301 to 1355 (Both Inclusive)

Land to be burdened:        Lots 1301 to 1355 (Both Inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any lot on this plan shall not build or cause to be built or allow to be built any dwelling, addition or structure including fencing and minor utility apparatus unless in accordance with plans endorsed under planning permit WYP 8469/15 or any subsequent permit or variation approved by the Responsible Authority.



**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

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

ORIGINAL SHEET  
SIZE A3

SHEET 96

KEVIN CHARLES WALSH,    VERSION





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**AH512340N**

22/09/2010 \$110.20 173



Form 18

**Application by a responsible authority for the making of a recording of an agreement**

**Section 181 Planning and Environment Act 1987**

**Lodged by**

**Name:** Wyndham City Council.....

**Phone:** (03) 97420941.....

**Address:** Civic Centre, 45 Princes Highway, Werribee VIC 3030.....

**Ref:** 75/001/160.....

**Customer Code:** 9898T.....

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

**Land:** Certificate of Title Volume 8760 Folio 087

**Authority:** Wyndham City Council, Wyndham Civic Centre, 45 Princes Highway, Werribee, Victoria 3030.

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

**A copy of the agreement is attached to this application.**

**Signature for the Authority:** .....

**Name of officer:** Kerry Thompson.....

**Office held:** Chief Executive Officer .....

**Date:** 5/7/2010.....

**AH512340N**

22/09/2010 \$110.20 173



**PLANNING AGREEMENT**

**C.A. & C.A. BALLAN PTY LTD  
ACN 006 578 972**

**(“THE OWNER”)**

and

**WYNDHAM CITY COUNCIL**

**THIS AGREEMENT** is made the *5th* day of *July 2010* pursuant to Section 173 of the *Planning and Environment Act 1987* ("**the Act**").

**PARTIES:**

1. **Wyndham City Council** of Civic Centre, 45 Princes Highway, Werribee, Victoria 3053 ("**the Responsible Authority**"); and
2. **C.A. & C.A. Ballan Pty Ltd** of 620 Duncans Road, Werribee South, Victoria 3030 ("**the Owner**")

3. **RECITALS:**

- A. The Responsible Authority is responsible for the administration and enforcement of the Wyndham planning scheme ("**the planning scheme**") pursuant to the provisions of the Planning and Environment Act 1987 ("**the Act**").
- B. The Owner is the registered proprietor of the land known as Lot 1 Hacketts Road, Point Cook and described in certificate of title volume 8760 folio 087 ("**the land**").
- C. The Owner and the Responsible Authority agree that development contributions shall be made generally in accordance with "The Policy Framework for Infrastructure Financing in the City of Wyndham" ("**the policy framework**") dated 21 October 1996 or any subsequent replacement policy.
- D. The Owner and the Responsible Authority record their agreement on the terms set out in this deed.

**IT IS AGREED THAT:**

1. Without limiting the operation or effect which this agreement otherwise has, the parties acknowledge that this agreement is made pursuant to the provisions of Section 173 of the Act.
2. This agreement shall come into force immediately following rezoning of the land to a Residential 1 Zone and shall run with the title to the land.

**Interpretation**

3. The parties agree that in the interpretation of this agreement:
  - 3.1 The expression "**Owner**" shall be deemed to include the Owner's successors, assignees and transferees and the obligations imposed upon and assumed by the Owner with respect to the land of which it is registered as proprietor shall also be binding on its successors, transferees, Purchasers, mortgagees, assigns and any person obtaining possession of whole or part of the land ("**the successors**") as if each of those successors had separately executed this agreement;

**AH512340N**

22/09/2010 \$110.20 173



- 3.2 **“Community infrastructure”** means community meeting and activity centres (but not attached pre-schools or maternal or child health centres); indoor leisure and recreation centres; swimming pools or aquatic centres; lawn bowls and other more intensive recreation facilities; libraries; tennis courts and change facilities; and other high standard (non-basic) sporting facilities, including the extra cost of special playing surfaces, pavilions and clubrooms for sports grounds, and specialised developments like aquatic and athletics facilities but excludes the facilities in **“other development infrastructure”**;
  - 3.3 **“Development”** means the development carried out on the land in accordance with the development plan;
  - 3.4 **“Development contributions”** mean the contributions that will be made by the Owner towards the provision of infrastructure as set out in the Schedule to this agreement and as provided for under clauses 8.1 and 8.2;
  - 3.5 **“Development Plan”** means the plan endorsed under clause 43.04 of the Wyndham Planning Scheme, in respect of the land.
  - 3.6 **“Gross developable area”** means the area as described in the notes to The Schedule;
  - 3.7 **“Other development infrastructure”** means land for community facilities; basic improvements to public open space, including earthworks, landscaping, fencing, seating and playground equipment; and buildings and works for maternal and child health centres; child care centres; kindergartens; and any of these in combination.
  - 3.8 **“Roads and major pathways”** means road and traffic works on arterial and sub-arterial roads and major connecting pathways that need to be provided or upgraded as a consequence of urban development in the Point Cook area, including the development and use of the land; and
  - 3.9 **“Land”** means the land referred to in recital B.
4. The parties agree that in the interpretation of this agreement:
- 4.1 The singular includes the plural and the plural includes the singular;
  - 4.2 A reference to a gender includes a reference to each other gender;
  - 4.3 A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law;
  - 4.4 If a party consists of more than one person this agreement binds them jointly and each of them severally;
  - 4.5 A reference to a statute shall include any statutes amending, consolidating or replacing same and any regulations made under such statutes;
  - 4.6 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this agreement; and

AH512340N

22/09/2010 \$110.20 173



- 4.7 The recitals to this agreement are and will be deemed to form part of this agreement including any terms defined within the recitals.

**Jurisdiction**

5. For the purposes of this agreement, the parties acknowledge that they are subject to the jurisdiction of the Act, the Victorian courts and the Victorian Civil and Administrative Tribunal for the enforcement of this agreement.

**Severability**

6. Notwithstanding clause 1, and in the event that this agreement is held not to be an agreement validly entered into or enforceable under the Act, it will nevertheless remain a contract between the parties and be enforceable as a contract in a court of competent jurisdiction in the State of Victoria.
7. If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this agreement is unenforceable, illegal or void then it shall be severed and the other provisions of this agreement shall remain operative.

**Undertakings of the parties**

8. The Owner agrees:
- 8.1 To make contributions towards the provision of infrastructure as set out in the Schedule to this agreement, to the satisfaction of the Responsible Authority; and
  - 8.2 To pay a contribution towards the provision of major active open space in accordance with the requirements of the Schedule, sufficient to constitute a total contribution of 7.5% of the gross developable area as neighbourhood and sporting open space, to the satisfaction of the Responsible Authority. This payment includes any contributions due under Section 18 of the Subdivisions Act (1988).
9. The parties agree:
- 9.1 That where contributions are stated in this agreement as being made “to the satisfaction of the Responsible Authority”, this is strictly confined to the manner of their implementation and administration and is not to be interpreted in any other way which may serve to vary the quantum of contributions, either up or down.
  - 9.2 That in the event that any part of the land is to be acquired from the Owner by the Responsible Authority for the purpose of providing either:
    - 9.2.1 An upgrade to the arterial road network servicing the land; or

**AH512340N**  
22/09/2010 \$110.20 173  


9.2.2 'Other development infrastructure' or 'community infrastructure' facilities of the types being funded by the 'other development' and 'community infrastructure' levies payable by the Owner pursuant to this agreement,

the value of such part or parts of the land (as determined pursuant to clause 9.2) can be allocated as a credit towards the same class of contributions payable by the Owner pursuant to this agreement (for example, land for road widening can be credited towards contributions required for roads);

9.3 That for the purpose of clauses 9.2.1 and 9.2.2, the value of any part of the land to be acquired by the Responsible Authority shall be fixed at \$176,080 per hectare (\$17.61 per square metre) adjusted by the increase in the consumer price index (all groups Melbourne) between the September 2009 quarter and the most recently issued quarterly index prior to the date on which the land acquisition is to take place. The Owner accepts the basis for establishing the value at which land is to be acquired as set out in this clause because it represents the same basis as that used by the Responsible Authority to assess the level of the various contributions payable by the Owner pursuant to this agreement;

9.4 That in the event that any part of the development constitutes a 'retirement village', an assumed maximum density of 15 lots per net developable hectare will apply as long as at least 1 square metre per dwelling in indoor communal recreation space, and 12 square metres per dwelling in outdoor communal recreation space, in areas of at least 500 square metres each, are provided. In such circumstances, this maximum density will be applied to the following contributions:

9.4.1 community infrastructure - \$12,300 per net developable hectare

9.4.2 other development infrastructure - \$14,850 per net developable hectare;

9.5 That in the event of the Responsible Authority accepting that the Owner may undertake works in lieu of payment of some of the monies which are required to be contributed by the Owner under clause 8.1 of this agreement, the Owner undertakes:

9.5.1 to prepare plans ("the works plans") in accordance with the policy framework, at a cost agreed by the Responsible Authority, addressing items of infrastructure identified in the Schedule to this agreement;

9.5.2 to submit the works plans for approval by the Responsible Authority;

9.5.3 to complete the works shown on the approved works plans to the reasonable satisfaction of the Responsible Authority; and

9.5.4 to arrange for the works shown on the approved works plans to be carried out under the direct supervision of the Chief Executive

AH512340N

22/09/2010 \$110.20 173



Officer of the Responsible Authority ("**the CEO**") or the CEO's delegate or nominee to the satisfaction of the Responsible Authority;

- 9.6 That works in lieu will be acceptable only to the extent to which they comprise:
- 9.6.1 whole items of funded infrastructure, or partial items, whose construction creates cost-effective, functional and safe increments of the completed items;
  - 9.6.2 a legitimate priority, considering the needs of the growth front, the item's place in Council's Capital Works Program (if defined) and the Owner's needs where the item is integral and vital to the project; and
  - 9.6.3 all or part of the final configuration of the relevant categories of infrastructure set out in the schedule to this agreement. Works which are of a merely temporary nature will not be recognised for the purposes of determining the value to be attributed to works in lieu of contributions, but where viable components of temporary works will be salvageable or form part of the final configuration, they may be acceptable to that extent.
- 9.7 That the value of the works in lieu to be attributed towards part satisfaction of the obligation of the Owner to make contributions under clause 8.1 is to be the GST exclusive cost of those works in lieu;
- 9.8 That if the Owner fails to comply with any of the provisions of clauses 9.5, 9.6, and 9.7 (together with the sub-clauses contained within them) of this agreement, to the satisfaction of the Responsible Authority, the CEO or his or her delegate may cause to be served on the Owner a notice ("**the notice**") in writing specifying those works to which the Owner is in default ("**the remedial works**"). The notice may set out the costs as estimated by the CEO or his or her delegate of carrying out the remedial works ("**the estimated costs**") together with evidence of calculation of the estimated cost. The notice to the Owner shall only relate to the land of which the Owner is registered as proprietor;
- 9.9 That if the Owner fails to complete the remedial works in respect of the land of which the Owner is registered as proprietor within 30 days from service of the notice,
- 9.9.1 the Responsible Authority may by its staff, agents and contractors, enter onto the land and cause the remedial works to be carried out; and
  - 9.9.2 the CEO or his or her delegate may cause to be served on the Owner a demand in writing ("**the demand**") for the estimated costs;



- 9.10 That if the Owner is served with the demand, they agree to immediately pay the amount of costs specified in the demand in respect of the land of which it is the registered proprietor;
- 9.11 That if the Responsible Authority completes the remedial works, the CEO must certify the actual costs of the remedial works and provide the Owner with substantiation of the costs;
- 9.12 That if the actual costs of the remedial works are less than the estimated costs paid by the Owner to the Responsible Authority, the Responsible Authority must pay the difference between the actual costs and estimated costs within reasonable time;
- 9.13 That where the Owner has complied with their obligations under this agreement in respect of a stage of a development of part of the land, the Responsible Authority shall advise the Titles Office that this agreement no longer applies to the part of the land in that stage of development; and
- 9.14 That contributions for community infrastructure and other development infrastructure are to be made for each dwelling. It is also agreed that, while the schedule is based on 595 dwellings (as detailed in the site yield analysis), if the eventual number of dwellings exceeds this, contributions will be payable for the additional dwellings on the same per dwelling rate as for the initial 595 dwellings.

### Disputes

10. In the event of any dispute between the parties concerning the interpretation or implementation of this agreement, such a dispute shall be referred to the Victorian Civil and Administrative Tribunal ("**the tribunal**") for resolution to the extent permitted by the Act. In the event of a dispute concerning any matter which is not referable to the tribunal pursuant to the Act, such matters shall be referred to arbitration by an arbitrator agreed upon in writing by the parties or, in the absence of such agreement the chairman of the Victorian chapter of the Institute of Arbitrators, Australia or his nominate, for arbitration pursuant to the Commercial Arbitration Act 1984.
11. Provision is made in this agreement that any matter be done to the satisfaction of the Responsible Authority or any of its officers and a dispute arises in relation thereto, such disputes shall be referred to the tribunal in accordance with Section 149 (1) (b) of the Act.
12. The parties shall be entitled to legal representation for the purposes of any arbitration or referral referred to under clauses 10 and 11. Unless the arbitrator, chairman, nominee or the tribunal shall otherwise direct, each party must bear its own costs.

### Owner's Covenants

13. The Owner warrants and covenants that:
  - 13.1 As at the date hereof, the Owner is both the registered proprietor and the beneficial Owner of the land on the proposed plan;

**AH512340N**

22/09/2010 \$110.20 173



13.2 There are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the land and not disclosed by the usual searches; and

13.3 The Land or any part of it is not subject to any rights obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in Section 42 of the *Transfer of Land Act 1958*.

**Registration of agreement**

14. The Responsible Authority and the Owner shall do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Responsible Authority to register this agreement on the certificate of title to the land, in accordance with section 181 of the Act.

15. Without limiting the operation or effect which this agreement has, the Owner must ensure that until such time as this agreement is registered on the certificate of title to the land, successors in title shall be required to:

15.1 Give effect to and do all acts and sign all documents which will require those successors to give effect to this agreement; and

15.2 Execute under seal a deed agreeing to be bound by the terms of this agreement and upon such execution this agreement shall continue as if executed by such successors as well as by the parties to this agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

**Duration of Agreement**

16. When the Responsible Authority issues a Statement of Compliance in relation to any subdivision of the land or any part of the land and the Owner has paid to the Responsible Authority the applicable proportion of the development contributions set out in the Schedule, this agreement is deemed to have ended in relation to the land contained in the plan of subdivision to which the Statement of Compliance relates, subject to compliance with section 21 (1) (b) of the Subdivision Act 1988.

17. When the Responsible Authority issues a Statement of Compliance in relation to any subdivision of the land or any part of the land and the Owner has paid to the Responsible Authority the applicable proportion of the development contributions set out in the Schedule it must promptly after receiving a written request from the Owner to do so cause a Notice under Section 183 (1) of the Act to be given to the Registrar of Titles and take any other step under the Act as may be necessary to ensure that this agreement is ended in relation to the land contained in that plan of subdivision.

8. The Responsible Authority must send to the Owner a copy of the Notice referred to in clause 17 at the same time that the original part of that notice is given to the Registrar of Titles and must notify the Owner and must notify the Owner of the steps taken to ensure that this agreement is ended in respect of the land contained in any plan of subdivision to which clauses 16 and 17 shall apply.



**Notification to Successors in Title**

19. The Owner will not sell, transfer, assign or otherwise part with possession of the land or any part thereof until this agreement and the section 181 application has been lodged with Land Victoria by or on behalf of the Responsible Authority and entered on the certificate of title to the land.
20. The Owner will not sell, transfer, assign or otherwise part with possession of the land or any part thereof without first disclosing to the intended Purchaser, transferee or assignee the existence and nature of this agreement.
21. The Owner and Responsible Authority acknowledge and agree that this agreement is made pursuant to Section 173 of the Act and during the period of this agreement the obligations imposed on the Owner are conditions on which the land may be used or developed for specified purposes and are intended to take effect as covenants which shall be annexed to and run at law and in equity with the land and bind the Owner, their successors in title, assignees and transferees and the registered proprietor and proprietors for the time being of the land and every part of the land.

**Owner may apply for planning permission**

22. The parties acknowledge and agree that this agreement will not and is not intended to prejudice the rights of the Owner to make any application under the planning scheme for permission to use and develop the land or prevent or constrain the Responsible Authority from considering and determining any such application in accordance with the requirements of the planning scheme and the Act. This agreement will be taken into account when:
  - 22.1 Considering any permit application for subdivision of the land into residential lots; and
  - 22.2 Determining any conditions that should attach to any such permit to be issued.

**No further development contributions or open space contributions**

23. The Responsible Authority acknowledges that the obligations of the Owner under this Agreement comprise the full and final extent of development contributions or open space contributions required by the Responsible Authority in respect of the land and the Responsible Authority undertakes not to impose or require additional contributions from the Owner at any time.

**Service**

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

**AH512340N**

22/09/2010 \$110.20 173



- 24.1 By delivering it personally to that party;
  - 24.2 By sending it by prepaid post addressed to that party at the address set out in this agreement or subsequently notified to each party from time to time;  
or
  - 24.3 By sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.
25. A notice or other communication is deemed served:
- 25.1 If delivered, on the next following business day;
  - 25.2 If posted, on the expiration of two business days after the date of posting;  
or
  - 25.3 If sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

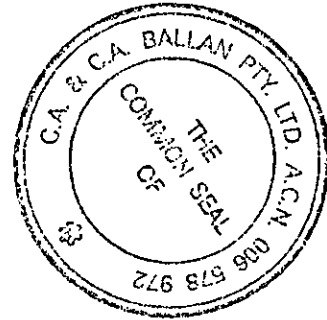
**AH512340N**

22/09/2010 \$110.20 173



IN CONFIRMATION of their agreement the parties have executed this agreement on the date set out at the commencement of this agreement.

THE COMMON SEAL OF )  
C.A. & C.A. BALLAN PTY LTD )  
(ACN 006 578 972) was affixed hereto in )  
accordance with its constitution (or articles of )  
association) in the presence of:



*Adam John Ballan*  
..... Director/ Company Secretary

Full Name *Adam John Ballan*.....

Usual Address *620 Duncans Road*.....  
*Wentree VIC 3030*.....

THE COMMON SEAL of )  
WYNDHAM CITY COUNCIL )  
was affixed by authority of the Council )  
on the *5* day of *JULY*..... 20*10* *14* *10* )  
in the presence of:

*Neash McKeown*  
.....  
Mayor



*[Signature]*  
.....  
Chief Executive Officer

**AH512340N**


22/09/2010 \$110.20 173



**SCHEDULE**

**CONTRIBUTIONS TO BE MADE IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT**

Point at which Contribution is to be made	Infrastructure Item	Value of Contribution, to be indexed from 30 September 2009* <sup>1</sup> .
Prior to commencement of works on the development	<ul style="list-style-type: none"> <li><input type="checkbox"/> Freeway access upgrade contribution.</li> <li><input type="checkbox"/> Contribution towards roads and major pathways*<sup>2</sup>.</li> <li><input type="checkbox"/> Contribution towards other development infrastructure, as listed in the 'notes' below*<sup>3</sup>.</li> <li><input type="checkbox"/> Contribution for community infrastructure, as listed in the 'notes', below*<sup>4</sup>.</li> </ul>	<p>\$348,840 to be used to upgrade the Melbourne-bound on ramp at the Forsyth Road interchange to the Princes Freeway; to be refunded if this upgrade is not commenced by 30 June 2010.</p> <p>An initial contribution of \$567,920 for the first 7.5 hectares of net developable area*<sup>6</sup>.</p> <p>\$990 per lot for the first 100 lots.</p> <p>\$820 per lot for the first 100 lots.</p>
Before issue of a certificate of compliance for the 100 <sup>th</sup> lot or commencement of that number of dwellings where there are lots with more than one dwelling.	<ul style="list-style-type: none"> <li><input type="checkbox"/> Contribution towards roads and major pathways*<sup>2</sup>.</li> <li><input type="checkbox"/> Contribution towards other development infrastructure, as listed in the 'notes' below*<sup>3</sup>.</li> <li><input type="checkbox"/> Contribution for community infrastructure, as listed in the 'notes', below*<sup>4</sup>.</li> </ul>	<p>\$283,960 for the next 7.5 hectares of net developable area*<sup>6</sup>.</p> <p>\$990 per lot for the next 100 lots.</p> <p>\$820 per lot for the next 100 lots.</p>
Before issue of a certificate of compliance for the 200 <sup>th</sup> lot or commencement of that number of dwellings where there are lots with more than one dwelling.	<ul style="list-style-type: none"> <li><input type="checkbox"/> Contribution towards roads and major pathways*<sup>2</sup>.</li> <li><input type="checkbox"/> Contribution towards other development infrastructure, as listed in the 'notes' below*<sup>3</sup>.</li> <li><input type="checkbox"/> Contribution for community infrastructure, as listed in the 'notes', below*<sup>4</sup>.</li> <li><input type="checkbox"/> Contribution towards provision of neighbourhood and sporting open space*<sup>5</sup>.</li> </ul>	<p>\$283,960 for the next 7.5 hectares of net developable area*<sup>6</sup>.</p> <p>\$990 per lot for the next 100 lots.</p> <p>\$820 per lot for the next 100 lots.</p> <p>A cash contribution as specified in clause 8.2*<sup>7</sup>.</p>

**AH512340N**  
 22/09/2010 \$110.20 173  


Point at which Contribution is to be made	Infrastructure Item	Value of Contribution, to be indexed from 30 September 2009* <sup>1</sup> .
Before issue of a certificate of compliance for the 300 <sup>th</sup> lot or commencement of that number of dwellings where there are lots with more than one dwelling.	<ul style="list-style-type: none"> <li><input type="checkbox"/> Contribution towards roads and major pathways*<sup>2</sup>.</li> <li><input type="checkbox"/> Contribution towards other development infrastructure, as listed in the 'notes' below*<sup>3</sup>.</li> <li><input type="checkbox"/> Contribution for community infrastructure, as listed in the 'notes', below*<sup>4</sup>.</li> </ul>	<p>\$283,960 for the next 7.5 hectares of net developable area*<sup>6</sup>.</p> <p>\$990 per lot for the next 100 lots.</p> <p>\$820 per lot for the next 100 lots.</p>
Before issue of a certificate of compliance for the 400 <sup>th</sup> lot or commencement of that number of dwellings where there are lots with more than one dwelling.	<ul style="list-style-type: none"> <li><input type="checkbox"/> Contribution towards roads and major pathways*<sup>2</sup>.</li> <li><input type="checkbox"/> Contribution towards other development infrastructure, as listed in the 'notes' below*<sup>3</sup>.</li> <li><input type="checkbox"/> Contribution for community infrastructure, as listed in the 'notes', below*<sup>4</sup>.</li> </ul>	<p>\$283,960 for the next 7.5 hectares of net developable area*<sup>6</sup>.</p> <p>\$990 per lot for the next 100 lots.</p> <p>\$820 per lot for the next 100 lots.</p>
Before issue of a certificate of compliance for the 500 <sup>th</sup> lot or commencement of that number of dwellings where there are lots with more than one dwelling.	<ul style="list-style-type: none"> <li><input type="checkbox"/> Contribution towards roads and major pathways*<sup>2</sup>.</li> <li><input type="checkbox"/> Contribution towards other development infrastructure, as listed in the 'notes' below*<sup>3</sup>.</li> <li><input type="checkbox"/> Contribution for community infrastructure, as listed in the 'notes', below*<sup>4</sup>.</li> </ul>	<p>\$283,960 for the next 4.354 hectares of net developable area*<sup>6</sup>.</p> <p>\$990 per lot for the next 95 lots.</p> <p>\$820 per lot for the next 95 lots.</p>
Before issue of a statement of compliance for any net developable area, and lots or dwellings, for which contributions have not been made as provided for above.	<ul style="list-style-type: none"> <li><input type="checkbox"/> Contribution towards roads and major pathways*<sup>2</sup>.</li> <li><input type="checkbox"/> Contribution for other development infrastructure, as listed in the 'notes', below*<sup>3</sup>.</li> <li><input type="checkbox"/> Contribution for community infrastructure, as listed in the 'notes', below*<sup>4</sup>.</li> <li><input type="checkbox"/> Contribution towards provision of neighbourhood and sporting open space*<sup>5</sup>.</li> </ul>	<p>A final contribution of \$70,990 per hectare or \$7.10 per square metre of net developable area*<sup>6</sup>.</p> <p>A final contribution of \$990 per lot.</p> <p>A final contribution of \$820 per lot.</p> <p>A final cash contribution as specified in clause 8.2*<sup>7</sup>.</p>

**AH512340N**

22/09/2010 \$110.20 173



**Notes:**

- <sup>\*1</sup> The values in the above schedule are based on contributions by 30 September 2009. All contributions are to be indexed quarterly, in accordance with the last published consumer price index [all groups] for Melbourne, at the date of payment.
- <sup>\*2</sup> The contributions towards roads and major pathways are \$70,990 per hectare of net developable area, and are to be used to upgrade the sub-arterial road network and provide major connecting pathways [other than along roads] in Point Cook.
- <sup>\*3</sup> The 'other development infrastructure' items to be partly funded from these contributions are defined in clause 3.7 and will serve the Point Cook community.
- <sup>\*4</sup> The community infrastructure items to be partly funded from these contributions are defined in clause 3.2 and will serve the Point Cook community. These contributions are currently 'capped' in the Planning and Environment Act, at \$900 per dwelling.
- <sup>\*5</sup> The cash contribution of 7.5% of gross developable area towards neighbourhood and sporting open space will be based on the capital unimproved and unsubdivided value of the land at the time of contribution, and will be used to help fund provision of neighbourhood parks and a major sports park for Point Cook.
- <sup>\*6</sup> Net developable area is the total site area, minus arterial and sub-arterial road widenings and reserves, floodways in dedicated reservations, school sites and [except in calculating public open space requirements] the open space required by the Responsible Authority. Estate entry features, plantation and garden reserves and similar features are not omitted. At the date when this agreement is made, the net developable area is defined as 41.854 hectares. If this changes during the course of the project, it may be adjusted in settling on the final payment.
- <sup>\*7</sup> Gross developable area is the total site area, minus arterial and sub-arterial road widenings and reserves, floodways in dedicated reservations and school sites. Estate entry features, plantation and garden reserves and similar features are not omitted. Gross developable area is only used in this agreement in calculating public open space requirements.

**AH512340N**  
22/09/2010 \$110.20 173  


- <sup>\*8</sup> Summary of contributions in September 2009 terms [to be indexed to the CPI]

<b>Infrastructure Item</b>	<b>Per Hectare</b>	<b>Per Lot/dwelling</b>	<b>Total</b>
Freeway access upgrade	n/a	n/a	\$348,840
Roads and major pathways	\$70,990	n/a	\$2,971,215
Other development infrastructure	n/a	\$990	\$589,050
Community infrastructure	n/a	\$820	\$487,900
<b>TOTAL</b>			<b>\$4,397,005</b>

**AH512340N**

22/09/2010 \$110.20 173





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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

**AQ527702S**



## Form 21

Lodged by:

Name: MADDOCKS  
 Phone: 03 9258 3555  
 Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008  
 Ref: KAL:OXO:7295810  
 Customer Code: 1167E

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

Land: Volume ~~11653~~ <sup>11938</sup> Folio ~~991~~ <sup>188</sup> to 212 <sup>ex.</sup>

Responsible Authority: Wyndham City Council of 45 Princes Highway, Werribee, 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

Signature for the Authority:

Name of officer:

PETER VAN TICE

Position Held:

MANAGER PLANNING & BUILDING

Date:

30 NOV 2017

**AQ527702S**

07/12/2017 \$94.60 173



**Maddocks**

Lawyers  
Collins Square, Tower Two  
Level 25, 727 Collins Street  
Melbourne VIC 3008  
Australia

Telephone 61 3 9258 3555  
Facsimile 61 3 9258 3666

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

DX 259 Melbourne

**Agreement under section 173  
of the Planning and Environment Act 1987**  
Subject Land: Hacketts Road, Point Cook

**Wyndham City Council**  
and

**C.A. & C.A. Ballan Pty Ltd**  
ACN 006 578 972

**AQ527702S**

07/12/2017

\$94.60

173



# Contents

1.	<b>Definitions</b> .....	1
2.	<b>Interpretation</b> .....	3
3.	<b>Purposes of Agreement</b> .....	3
4.	<b>Reasons for Agreement</b> .....	3
5.	<b>Agreement required</b> .....	4
6.	<b>Owner's specific obligations</b> .....	4
	6.1 Waste Management .....	4
	6.2 Owners Corporation .....	4
7.	<b>Owner's acknowledgement</b> .....	4
8.	<b>Owner's further obligations</b> .....	5
	8.1 Notice and registration .....	5
	8.2 Further actions .....	5
	8.3 Council's costs to be paid .....	5
	8.4 Time for determining satisfaction .....	5
	8.5 Interest for overdue money .....	5
	8.6 Notification of compliance with Owner's obligations .....	6
9.	<b>Agreement under s 173 of the Act</b> .....	6
10.	<b>Owner's warranties</b> .....	6
11.	<b>Successors in title</b> .....	6
12.	<b>General matters</b> .....	6
	12.1 Notices .....	6
	12.2 No waiver .....	6
	12.3 Severability .....	7
	12.4 No fettering of Council's powers .....	7
	12.5 Inspection of documents .....	7
	12.6 Governing law .....	7
13.	<b>Commencement of Agreement</b> .....	7



Maddocks

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

Dated 30 November 2017

**AQ527702S**



## Parties

Name	<b>Wyndham City Council</b>
Address	45 Princes Highway, Werribee, Victoria
Short name	<b>Council</b>
Name	<b>C.A. &amp; C.A. Ballan Pty Ltd ACN 006 578 972</b>
Address	620 Duncans Road, Werribee South, 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 26 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.

## The Parties agree

### 1. Definitions

In this Agreement unless the context admits otherwise:

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

**Agreement** means this Agreement and includes this Agreement as amended from time to time.

**Current Address** means:

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and



## Maddocks

- (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

**Current Email** means:

- (a) for Council, mail@wyndham.vic.gov.au, or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

**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.

**Green Waste** means all types of garden organic waste produced or accumulated in or on the Subject Land.

**Household Waste** means all domestic waste associated with and arising from use of residential premises, including Green Waste, Recyclable Waste and hard waste.

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

**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 and includes a mortgagee-in-possession.

**Owners Corporation** has the same meaning as in the *Owners Corporation Act 2006*.

**Owners Corporation Rules** means the Owners Corporation Rules made under section 138 of the *Owners Corporation Act 2006*.

**Owner's obligations** includes the Owner's specific obligations and the Owner's further obligations.

**Party or Parties** means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

**Planning Permit** means planning permit no. WYP8469/15.01, as amended from time to time, issued on 15 June 2016, authorising development of the Subject Land for 55 double storey dwellings, subdivision of lots, creation of common property and road reserves and body corporate park on the Subject Land in accordance with the Endorsed Plan.

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

**Private Waste Contractor** means a waste contractor engaged by the Owner or the Owners Corporation to provide the Waste Collection Services.

**Recyclable Waste** means Household Waste which is able to be recycled.

**Subject Land** means the land situated at Hacketts Road, Point Cook being the land referred to in certificate of title volume 11653 and folio 991 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

**Waste Collection Services** means the collection and removal of the Household Waste, Recyclable Waste, hard waste, commercial waste and Green waste collection services.





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**Waste Management Plan** means the waste management plan prepared by Waste Tech Services Pty Ltd for Lot S11 Umbrella Way Point Cook dated 11 August 2015, endorsed by Council pursuant to stamp dated 30 August 2016, or any other waste management plan for the Subject Land approved by Council from time to time.

---

**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;
- 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.

**AQ527702S**

07/12/2017 \$94.60 173



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**3. Purposes of Agreement**

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 give effect to the Planning Permit; and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

---

**4. Reasons for Agreement**

The Parties acknowledge and agree that Council has entered into this Agreement for the following reasons:

- 4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

**AQ527702S**

07/12/2017 \$94.60 173



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**5. Agreement required**

The Parties agree that this Agreement will continue to be required until the Owner has complied with all of the Owner's obligations.

---

**6. Owner's specific obligations**

**6.1 Waste Management**

6.1.1 The Owner covenants and agrees that the Owner must at all times implement and comply with all provisions, requirements and recommendations of the Waste Management Plan:

- (a) at the full cost of the Owner; and
- (b) to the satisfaction of Council.

6.1.2 The Owner or the Owners Corporation, will undertake the management of, and be liable for organising a Private Waste Collector to undertake the Waste Collection Services of the Household Waste and Recyclable Waste generated by the development on the Subject Land, in accordance with the Waste Management Plan.

**6.2 Owners Corporation**

If, as a result of subdivision of the Subject Land, an Owners Corporation is formed, upon the forming of an Owners Corporation:

6.2.1 the provisions, requirements and recommendations of the Waste Management Plan must be incorporated into, and form part of, the Owners Corporation Rules; and

6.2.2 the Owners Corporation must:

- (a) assume responsibility for implementing and complying with all provisions, requirements and recommendations of the Waste Management Plan; and

at all times implement and comply with all provisions, requirements and recommendations of the Waste Management Plan to the satisfaction of Council.

---

**7. Owner's acknowledgement**

The Owner acknowledges and agrees that:

7.1 the provision of garbage, recycling and green waste collection services to or from the Subject Land is the responsibility of the Owner; and

7.2 Council will not provide, and is under no obligation or requirement to provide:

- 7.2.1 garbage collection services;
- 7.2.2 recycling collection services; or
- 7.2.3 green waste collection services,

**AQ527702S**

07/12/2017 \$94.60 173



to or from the Subject Land.

**8. Owner's further obligations**

**8.1 Notice and registration**

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

**8.2 Further actions**

The Owner:

- 8.2.1 must do all things necessary to give effect to this Agreement;
- 8.2.2 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 s 181 of the Act; and
- 8.2.3 agree to 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.

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

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 8.3.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 8.3.2 preparing, drafting, finalising and recording any amendment to this Agreement;
- 8.3.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and
- 8.3.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

**8.4 Time for determining satisfaction**

If Council makes a request for payment of any costs or expenses under clause 8.3.3, the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

**8.5 Interest for overdue money**

- 8.5.1 The Owner must pay to Council interest in accordance with s 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.
- 8.5.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

**AQ527702S**

07/12/2017 \$94.60 173



**8.6 Notification of compliance with Owner's obligations**

The Owner must notify Council of its compliance with all of the Owner's obligations.

---

**9. Agreement under s 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 s 173 of the Act.

---

**10. 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.

---

**11. 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:

11.1 give effect to this Agreement; and

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

---

**12. General matters**

**12.1 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:

12.1.1 personally on the other Party;

12.1.2 by leaving it at the other Party's Current Address;

12.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or

12.1.4 by email to the other Party's Current Email.

**12.2 No waiver**

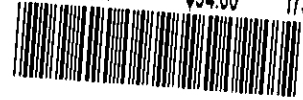
Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

**AQ527702S**

07/12/2017

\$94.60

173



**12.3 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.

**12.4 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.

**12.5 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.

**12.6 Governing law**

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

---

**13. Commencement of Agreement**

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.





**AQ527702S**

07/12/2017 \$94.60 173  
[Barcode]

Registrar of Titles  
Land Titles Office  
2 Lonsdale Street  
MELBOURNE

**APPLICATION TO REGISTER AN AGREEMENT UNDER SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987**

**Certificate of Title Volume 11653 Folio 991**

**Registered Proprietor: C.A. & C.A. BALLAN Pty Ltd ACN 006 578 972**

National Australia Bank Limited A.B.N. 12 004 044 937 as Mortgagee pursuant to Registered Mortgage number AJ348001H hereby consents to the within Agreement.

Dated this 12<sup>TH</sup> day of OCTOBER 2017

EXECUTED by NATIONAL AUSTRALIA BANK )  
LIMITED by being signed sealed and delivered in )  
Victoria by its Attorney )  
ALISTER WILKIE )  
who holds the position of Level 3 Attorney under )  
Power of Attorney dated 1/3/2007 (a certified )  
copy of which is filed in Permanent Order Book )  
No 277 Page No 025 Item 35) in the presence of: )  
)

[Signature]  
.....  
) Attorney

[Signature]  
.....  
Signature of Witness

CHENGETAI MPALA  
ASSOCIATE





# Department of Transport and Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS643122Y**

The land in PS643122Y is affected by 6 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Properties 1 - 6, Lots 101 - 172, 201 - 249, 301, 302, 347, 401 - 442, 444 - 454, 456 - 574, 601 - 684, 701 - 713, 801 - 899, 901 - 931, 1001 - 1044, 1101 - 1147, 1201 - 1225, 1301 - 1355, 1401, 1402, 1501 - 1516, 1601 - 1623, 8100, 8101, S20.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

SUITE 201 126 WELLINGTON PARADE EAST MELBOURNE VIC 3002

PS643122Y/S21 18/01/2023

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

1. OC015963C 17/10/2012

### Additional Owners Corporation Information:

OC015962E 17/10/2012

### Notations:

NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Common Property 3	0	0
Common Property 4	0	0
Common Property 5	0	0
Common Property 6	0	0



# Department of Transport and Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS643122Y**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 101	10	10
Lot 102	10	10
Lot 103	10	10
Lot 104	10	10
Lot 105	10	10
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



# Department of Transport and Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS643122Y**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 130	10	10
Lot 131	10	10
Lot 132	10	10
Lot 133	10	10
Lot 134	10	10
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 153	10	10
Lot 154	10	10
Lot 155	10	10
Lot 156	10	10
Lot 157	10	10
Lot 158	10	10



# Department of Transport and Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS643122Y**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 159	10	10
Lot 160	10	10
Lot 161	10	10
Lot 162	10	10
Lot 163	10	10
Lot 164	10	10
Lot 165	10	10
Lot 166	10	10
Lot 167	10	10
Lot 168	10	10
Lot 169	10	10
Lot 170	10	10
Lot 171	10	10
Lot 172	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
Lot 212	10	10
Lot 213	10	10
Lot 214	10	10
Lot 215	10	10



# Department of Transport and Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS643122Y**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
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
Lot 241	10	10
Lot 242	10	10
Lot 243	10	10
Lot 244	10	10



# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 10/03/2026 10:53:51 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS643122Y**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 245	10	10
Lot 246	10	10
Lot 247	10	10
Lot 248	10	10
Lot 249	10	10
Lot 301	10	10
Lot 302	10	10
Lot 347	10	10
Lot 401	10	10
Lot 402	10	10
Lot 403	10	10
Lot 404	10	10
Lot 405	10	10
Lot 406	10	10
Lot 407	10	10
Lot 408	10	10
Lot 409	10	10
Lot 410	10	10
Lot 411	10	10
Lot 412	10	10
Lot 413	10	10
Lot 414	10	10
Lot 415	10	10
Lot 416	10	10
Lot 417	10	10
Lot 418	10	10
Lot 419	10	10
Lot 420	10	10
Lot 421	10	10



# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 10/03/2026 10:53:51 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS643122Y**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 422	10	10
Lot 423	10	10
Lot 424	10	10
Lot 425	10	10
Lot 426	10	10
Lot 427	10	10
Lot 428	10	10
Lot 429	10	10
Lot 430	10	10
Lot 431	10	10
Lot 432	10	10
Lot 433	10	10
Lot 434	10	10
Lot 435	10	10
Lot 436	10	10
Lot 437	10	10
Lot 438	10	10
Lot 439	10	10
Lot 440	10	10
Lot 441	10	10
Lot 442	10	10
Lot 444	10	10
Lot 445	10	10
Lot 446	10	10
Lot 447	10	10
Lot 448	10	10
Lot 449	10	10
Lot 450	10	10
Lot 451	10	10



# Department of Transport and Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS643122Y**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 452	10	10
Lot 453	10	10
Lot 454	10	10
Lot 456	10	10
Lot 457	10	10
Lot 458	10	10
Lot 459	10	10
Lot 460	10	10
Lot 461	10	10
Lot 462	10	10
Lot 463	10	10
Lot 464	10	10
Lot 465	10	10
Lot 466	10	10
Lot 467	10	10
Lot 468	10	10
Lot 469	10	10
Lot 470	10	10
Lot 471	10	10
Lot 472	10	10
Lot 473	10	10
Lot 474	10	10
Lot 475	10	10
Lot 476	10	10
Lot 477	10	10
Lot 478	10	10
Lot 479	10	10
Lot 480	10	10
Lot 481	10	10



# Department of Transport and Planning

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**OWNERS CORPORATION 1**  
**PLAN NO. PS643122Y**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 482	10	10
Lot 483	10	10
Lot 484	10	10
Lot 485	10	10
Lot 486	10	10
Lot 487	10	10
Lot 488	10	10
Lot 489	10	10
Lot 490	10	10
Lot 491	10	10
Lot 492	10	10
Lot 493	10	10
Lot 494	10	10
Lot 495	10	10
Lot 496	10	10
Lot 497	10	10
Lot 498	10	10
Lot 499	10	10
Lot 500	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



# Department of Transport and Planning

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**OWNERS CORPORATION 1**  
**PLAN NO. PS643122Y**

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 511	10	10
Lot 512	10	10
Lot 513	10	10
Lot 514	10	10
Lot 515	10	10
Lot 516	10	10
Lot 517	10	10
Lot 518	10	10
Lot 519	10	10
Lot 520	10	10
Lot 521	10	10
Lot 522	10	10
Lot 523	10	10
Lot 524	10	10
Lot 525	10	10
Lot 526	10	10
Lot 527	10	10
Lot 528	10	10
Lot 529	10	10
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



# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 10/03/2026 10:53:51 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS643122Y**

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 540	10	10
Lot 541	10	10
Lot 542	10	10
Lot 543	10	10
Lot 544	10	10
Lot 545	10	10
Lot 546	10	10
Lot 547	10	10
Lot 548	10	10
Lot 549	10	10
Lot 550	10	10
Lot 551	10	10
Lot 552	10	10
Lot 553	10	10
Lot 554	10	10
Lot 555	10	10
Lot 556	10	10
Lot 557	10	10
Lot 558	10	10
Lot 559	10	10
Lot 560	10	10
Lot 561	10	10
Lot 562	10	10
Lot 563	10	10
Lot 564	10	10
Lot 565	10	10
Lot 566	10	10
Lot 567	10	10
Lot 568	10	10



# Department of Transport and Planning

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**OWNERS CORPORATION 1**  
**PLAN NO. PS643122Y**

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 569	10	10
Lot 570	10	10
Lot 571	10	10
Lot 572	10	10
Lot 573	10	10
Lot 574	10	10
Lot 601	10	10
Lot 602	10	10
Lot 603	10	10
Lot 604	10	10
Lot 605	10	10
Lot 606	10	10
Lot 607	10	10
Lot 608	10	10
Lot 609	10	10
Lot 610	10	10
Lot 611	10	10
Lot 612	10	10
Lot 613	10	10
Lot 614	10	10
Lot 615	10	10
Lot 616	10	10
Lot 617	10	10
Lot 618	10	10
Lot 619	10	10
Lot 620	10	10
Lot 621	10	10
Lot 622	10	10
Lot 623	10	10



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**OWNERS CORPORATION 1**  
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### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 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
Lot 648	10	10
Lot 649	10	10
Lot 650	10	10
Lot 651	10	10
Lot 652	10	10



# Department of Transport and Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
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### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 653	10	10
Lot 654	10	10
Lot 655	10	10
Lot 656	10	10
Lot 657	10	10
Lot 658	10	10
Lot 659	10	10
Lot 660	10	10
Lot 661	10	10
Lot 662	10	10
Lot 663	10	10
Lot 664	10	10
Lot 665	10	10
Lot 666	10	10
Lot 667	10	10
Lot 668	10	10
Lot 669	10	10
Lot 670	10	10
Lot 671	10	10
Lot 672	10	10
Lot 673	10	10
Lot 674	10	10
Lot 675	10	10
Lot 676	10	10
Lot 677	10	10
Lot 678	10	10
Lot 679	10	10
Lot 680	10	10
Lot 681	10	10



# Department of Transport and Planning

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Produced: 10/03/2026 10:53:51 AM

**OWNERS CORPORATION 1**  
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### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 682	10	10
Lot 683	10	10
Lot 684	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 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
Lot 812	10	10
Lot 813	10	10



# Department of Transport and Planning

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Produced: 10/03/2026 10:53:51 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS643122Y**

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
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
Lot 841	10	10
Lot 842	10	10



# Department of Transport and Planning

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**OWNERS CORPORATION 1**  
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### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
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 852	10	10
Lot 853	10	10
Lot 854	10	10
Lot 855	10	10
Lot 856	10	10
Lot 857	10	10
Lot 858	10	10
Lot 859	10	10
Lot 860	10	10
Lot 861	10	10
Lot 862	10	10
Lot 863	10	10
Lot 864	10	10
Lot 865	10	10
Lot 866	10	10
Lot 867	10	10
Lot 868	10	10
Lot 869	10	10
Lot 870	10	10
Lot 871	10	10



# Department of Transport and Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS643122Y**

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 872	10	10
Lot 873	10	10
Lot 874	10	10
Lot 875	10	10
Lot 876	10	10
Lot 877	10	10
Lot 878	10	10
Lot 879	10	10
Lot 880	10	10
Lot 881	10	10
Lot 882	10	10
Lot 883	10	10
Lot 884	10	10
Lot 885	10	10
Lot 886	10	10
Lot 887	10	10
Lot 888	10	10
Lot 889	10	10
Lot 890	10	10
Lot 891	10	10
Lot 892	10	10
Lot 893	10	10
Lot 894	10	10
Lot 895	10	10
Lot 896	10	10
Lot 897	10	10
Lot 898	10	10
Lot 899	10	10
Lot 901	10	10



# Department of Transport and Planning

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**OWNERS CORPORATION 1**  
**PLAN NO. PS643122Y**

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
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
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



# Department of Transport and Planning

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**OWNERS CORPORATION 1**  
**PLAN NO. PS643122Y**

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 931	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
Lot 1026	10	10
Lot 1027	10	10
Lot 1028	10	10



# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 10/03/2026 10:53:51 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS643122Y**

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
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 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



# Department of Transport and Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1  
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### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
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
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



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**OWNERS CORPORATION 1**  
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### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1143	10	10
Lot 1144	10	10
Lot 1145	10	10
Lot 1146	10	10
Lot 1147	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
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



# Department of Transport and Planning

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**OWNERS CORPORATION 1**  
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### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1225	10	10
Lot 1301	10	10
Lot 1302	10	10
Lot 1303	10	10
Lot 1304	10	10
Lot 1305	10	10
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



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### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1329	10	10
Lot 1330	10	10
Lot 1331	10	10
Lot 1332	10	10
Lot 1333	10	10
Lot 1334	10	10
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 1354	10	10
Lot 1355	10	10
Lot 1401	10	10
Lot 1402	10	10



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### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1501	11	10
Lot 1502	10	10
Lot 1503	11	10
Lot 1504	11	10
Lot 1505	10	10
Lot 1506	10	10
Lot 1507	10	10
Lot 1508	11	10
Lot 1509	10	10
Lot 1510	10	10
Lot 1511	11	10
Lot 1512	11	10
Lot 1513	11	10
Lot 1514	11	10
Lot 1515	10	10
Lot 1516	11	10
Lot 1601	15	10
Lot 1602	13	10
Lot 1603	13	10
Lot 1604	13	10
Lot 1605	10	10
Lot 1606	11	10
Lot 1607	14	10
Lot 1608	14	10
Lot 1609	15	10
Lot 1610	12	10
Lot 1611	12	10
Lot 1612	12	10
Lot 1613	12	10



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## Owners Corporation Search Report

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### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1614	12	10
Lot 1615	12	10
Lot 1616	15	10
Lot 1617	13	10
Lot 1618	12	10
Lot 1619	13	10
Lot 1620	13	10
Lot 1621	14	10
Lot 1622	14	10
Lot 1623	15	10
Lot 8100	10	10
Lot 8101	10	10
Lot S20	880	880
<b>Total</b>	<b>8328.00</b>	<b>8250.00</b>

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

Statement End.



# Department of Transport and Planning

## Owners Corporation Search Report

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Produced: 10/03/2026 10:53:52 AM

**OWNERS CORPORATION 3**  
**PLAN NO. PS643122Y**

The land in PS643122Y is affected by 6 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 3, Lots 1301 - 1355.

### Limitations on Owners Corporation:

Limited to Common Property

### Postal Address for Services of Notices:

LEVEL 1 178 CITY ROAD SOUTHBANK VIC 3006

PS643122Y/S21 18/01/2023

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

1. OC037570Y 06/12/2017

### Additional Owners Corporation Information:

OC037569H 06/12/2017

### Notations:

NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 3	0	0
Lot 1301	15	15
Lot 1302	15	15
Lot 1303	15	15
Lot 1304	15	15
Lot 1305	15	15
Lot 1306	15	15



# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 10/03/2026 10:53:52 AM

**OWNERS CORPORATION 3  
PLAN NO. PS643122Y**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1307	15	15
Lot 1308	15	15
Lot 1309	15	15
Lot 1310	15	15
Lot 1311	15	15
Lot 1312	15	15
Lot 1313	15	15
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
Lot 1335	10	10



# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 10/03/2026 10:53:52 AM

**OWNERS CORPORATION 3  
PLAN NO. PS643122Y**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1336	10	10
Lot 1337	15	15
Lot 1338	15	15
Lot 1339	15	15
Lot 1340	15	15
Lot 1341	15	15
Lot 1342	15	15
Lot 1343	15	15
Lot 1344	15	15
Lot 1345	15	15
Lot 1346	15	15
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 1354	10	10
Lot 1355	10	10
<b>Total</b>	<b>665.00</b>	<b>665.00</b>

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.

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 19 March 2026 02:39 PM

## PROPERTY DETAILS

Address: **56 UMBRELLA WAY POINT COOK 3030**  
 Lot and Plan Number: **Lot 1306 PS643122**  
 Standard Parcel Identifier (SPI): **1306\PS643122**  
 Local Government Area (Council): **WYNDHAM**  
 Council Property Number: **233135**  
 Planning Scheme: **Wyndham**  
 Directory Reference: **Melway 207 C9**

[www.wyndham.vic.gov.au](http://www.wyndham.vic.gov.au)

[Planning Scheme - Wyndham](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
 Melbourne Water Retailer: **Greater Western Water**  
 Melbourne Water: **Inside drainage boundary**  
 Power Distributor: **POWERCOR**

## STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**  
 Legislative Assembly: **POINT COOK**  
**OTHER**  
 Registered Aboriginal Party: **Bunurong Land Council  
 Aboriginal Corporation**  
 Fire Authority: **Fire Rescue Victoria & Country  
 Fire Authority**

[View location in VicPlan](#)

## Planning Zones

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

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



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

## Planning Overlay

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

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 12 \(DPO12\)](#)



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

## Further Planning Information

Planning scheme data last updated on 13 March 2026.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may apply to the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

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

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

Created at 19 March 2026 02:39 PM

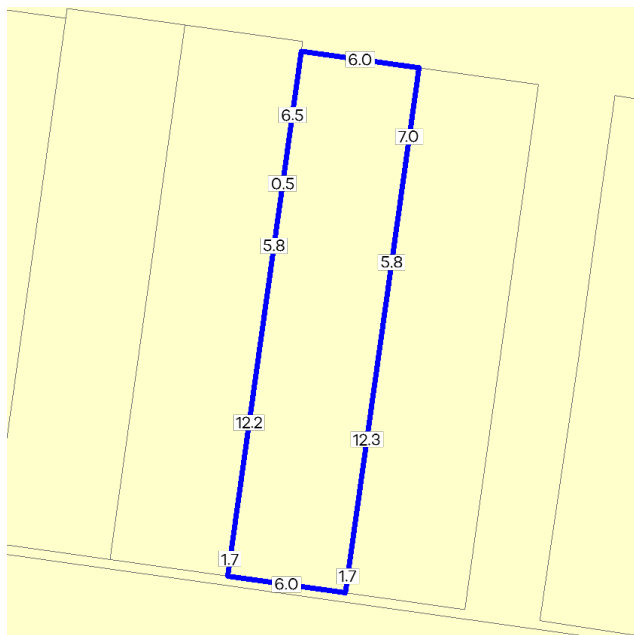
## PROPERTY DETAILS

Address: **56 UMBRELLA WAY POINT COOK 3030**  
Lot and Plan Number: **Lot 1306 PS643122**  
Standard Parcel Identifier (SPI): **1306\PS643122**  
Local Government Area (Council): **WYNDHAM**  
Council Property Number: **233135**  
Directory Reference: **Melway 207 C9**

[www.wyndham.vic.gov.au](http://www.wyndham.vic.gov.au)

## SITE DIMENSIONS

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



**Area:** 161 sq. m

**Perimeter:** 66 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: **Greater Western Water**  
Melbourne Water: **Inside drainage boundary**  
Power Distributor: **POWERCOR**

## STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**  
Legislative Assembly: **POINT COOK**

## 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



**OWNERS CORPORATION CERTIFICATE**

***s.151(4)(a) Owners Corporations Act 2006 and r.16 Owners Corporations Regulations 2018***

**Owners Corporation 1 on Plan of Subdivision No. 643122Y  
Saratoga Estate, Hacketts Road, Point Cook VIC 3030**

This certificate is issued for: Lot 1306 on Owners Corporation 1 Plan No. 643122Y  
The postal address is: 56 Umbrella Way, Point Cook VIC 3030  
Applicant for certificate: Easy Link Conveyancing  
Delivery address for certificate: via email: [settlement2@easylinkconveyancing.com.au](mailto:settlement2@easylinkconveyancing.com.au)

**IMPORTANT:**

The information in this certificate is issued on 18/03/2026. We will provide an update in writing to the levy paid-to-date without additional charges if the request is made within 90 days of the certificate being issued. The request for update should be sent to [info@mocs.com.au](mailto:info@mocs.com.au). A new certificate should be obtained for if the previous certificate has been issued for more than 90 days. A new certificate is recommended prior to settlement.

- (a) The current annual fees for the above lots for the financial period 01/07/25 to 30/06/26 are **\$1,341.51** payable quarterly in advance.

Levy Description	Amount Due	Due Date	Status
Quarterly Levy 01/07/25 to 30/09/25	\$315.51	01/07/25	Paid
Quarterly Levy 01/10/25 to 31/12/25	\$342.00	01/10/25	Part paid - \$341.87 Unpaid - \$0.13
Quarterly Levy 01/01/26 to 31/03/26	\$342.00	01/01/26	Unpaid
Quarterly Levy 01/04/26 to 30/06/26	\$342.00	01/04/26	Unpaid

- (b) **The date up to which the fees for the lot have been paid:**  
30/09/25

- (c) **The total of any unpaid fees or charges for the lot is:**  
\$452.13 plus interest on levy arrears \$7.13 as at 18/03/2026.

- (d) **The special fees or levies which have been struck, the dates on which they were struck, and the dates they are payable are:**

Description	Amount Due	Due Date	Status
Debt recovery	\$55.00	12/11/25	Unpaid
Debt recovery	\$55.00	03/02/26	Unpaid

- (e) **Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?**

None known to the Manager as at the date of this certificate.

- (f) **The Owners Corporation presently has the following insurance cover:**

A copy of the Certificate of Currency is attached to this Owners Corporation Certificate.

- (g) **Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act?**

The Owners Corporation has NOT resolved that members may arrange their own insurance under Section 63 of the Act.

- (h) **The total funds held by the Owners Corporation as at 18/03/2026 are:**

Refer to attached Balance Sheet.

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

None known to the Manager as at the date of this certificate.

- (j) **Are there any current contracts, leases, licences or agreements affecting the common property?**

- Contract of Appointment of Owners Corporation Manager with Melbourne Owners Corporation Services Pty Ltd.

- (k) **Are there any current agreements to provide services to lot owners, occupiers or the public?**

None known to the Manager as at the date of this certificate.

- (l) **Are there any notices or orders served on the owner's corporation in the last 12 months that have not been satisfied?**  
None known to the Manager as at the date of this certificate.
- (m) **Are there any legal proceedings to which the owner's corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings?**  
None known to the Manager as at the date of this certificate.
- (n) **Has the Owners Corporation appointed, or resolved to appoint, a manager?**  
The appointed Owners Corporation Manager is:  
  
Melbourne Owners Corporation Services Pty Ltd (ABN: 96 164 870 464)  
PO Box 2228  
HAWTHORN, VIC 3122  
Phone: 03 9818 2488  
Email: [info@mocs.com.au](mailto:info@mocs.com.au)
- (o) **Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?**  
The Owners Corporation has not appointed, or is seeking a proposal for the appointment of an administrator.
- (p) **Documents required to be attached to the Owners Corporation Certificate are:**
- A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners";
  - OC1 Balance Sheet;
  - A copy of the Minutes of the Annual General Meeting;
  - A copy of the Certificate of Currency;
  - A copy of the Special Rules of the Owners Corporation.

**NOTE:**

More information on prescribed matters may be obtained from an inspection of the Owners Corporation Register by making written application to the Agent at the address listed below. This Certificate is issued on the following basis:

1. The information contained in this Certificate is correct to the best of the Manager's knowledge at the date it is given.
2. The information is subject to change without notice.

Date: 18/03/2026



.....  
On behalf of Owners Corporation 1 on Plan of Subdivision No. 643122Y

Lisa Loh

Melbourne Owners Corporation Services Pty Ltd

PO Box 2228, Hawthorn, VIC 3122

## **Owners Corporation Statement of Advice and Information for Prospective Purchasers and Lot Owners**

### **Schedule 3, Regulation 17, Owners Corporations Regulations 2018**

#### **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 Use 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 ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.**

## Balance Sheet

### As at 18/03/2026

Owners Corporation 1 Plan No. PS643122Y

Saratoga, 80 Hacketts Road, Point Cook VIC 3030

	Current period
<b>Owners' funds</b>	
<b>Administrative Fund</b>	
Operating Surplus/Deficit--Admin	71,123.04
Owners Equity--Admin	51,841.30
	122,964.34
<b>Maintenance Fund</b>	
Operating Surplus/Deficit--Maintenance	0.00
	0.00
<b>Net owners' funds</b>	<b>\$122,964.34</b>
<b>Represented by:</b>	
<b>Assets</b>	
<b>Administrative Fund</b>	
Cash at bank--Admin	130,184.04
Sundry Debtor	309.40
Receivable--Levies--Admin	36,763.53
Receivable--Owners--Admin	21,550.32
	188,807.29
<b>Maintenance Fund</b>	
	0.00
<b>Unallocated Money</b>	
Cash at bank--Unallocated	3,355.25
	3,355.25
<i>Total assets</i>	192,162.54
<b>Less liabilities</b>	
<b>Administrative Fund</b>	
Creditor--GST--Admin	420.58
Creditors--Other--Admin	(3,575.00)
Prepaid Levies--Admin	68,997.37
	65,842.95
<b>Maintenance Fund</b>	
	0.00
<b>Unallocated Money</b>	
Prepaid Levies--Unallocated	3,355.25
	3,355.25
<i>Total liabilities</i>	69,198.20
<b>Net assets</b>	<b>\$122,964.34</b>



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>HU0006083751</b>
<b>Policy Wording</b>	CHU RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	01/06/2025 to 01/06/2026 at 4:00pm
<b>Plan Number</b>	643122Y
<b>The Insured</b>	OWNERS CORPORATION PLAN NO. PS - 643122Y (OC 1)
<b>Situation</b>	26 TOTEM WAY POINT COOK VIC 3030
<b>Additional description</b>	HACKETTS ROAD POINT COOK

---

### Policies Selected

#### Policy 1 – Insured Property

Building: \$207,807

Common Area Contents: \$2,078

Loss of Rent & Temporary Accommodation (total payable): \$31,171

#### Policy 2 – Liability to Others

Sum Insured: \$20,000,000

#### Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

#### Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

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

Sum Insured: \$1,000,000

#### Policy 6 – Machinery Breakdown

Not Selected

#### Policy 7 – Catastrophe Insurance

Not Selected

#### Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000



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

Not Selected

**Flood Cover is included.**

**Common Area Cover**

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

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

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

Date Printed

08/05/2025

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

**MINUTES OF ANNUAL GENERAL MEETING**  
**OWNERS CORPORATION NO. 1 ON PLAN NO. PS643122Y**  
**SARATOGA ESTATE, HACKETTS ROAD, POINT COOK VIC 3030**

---

DATE, PLACE & TIME OF MEETING: An Annual General Meeting of the Owners Corporation was held on:

Date: Thursday, 27<sup>th</sup> November 2025

Time: 6:00 PM

Venue: Zoom Video Conference

---

1. QUORUM:

In attendance:

Lot 105 Loretta Selakovic  
Lot 122 Vijaykumar Patel  
Lot 125 Nilanka Atapattu  
Lot 213 Regan Caesar  
Lot 220 Ali Jafarizahed  
Lot 237 Shuaib Azam  
Lot 246 Shih Kang Then  
Lot 301 Yogesh Dhanuka  
Lot 403 Jagadish Kulkarni  
Lot 427 Shweta Telang  
Lot 525 Chieh (Darren) Teo  
Lot 567 Paul Maartensz  
Lot 611 Naga Alluri  
Lot 641 Sridhar Panuganti  
Lot 706 Dheeraj Sharma  
Lot 801 Gaurav Agrawal  
Lot 838 Pritesh Jain  
Lot 863 Manish Jhangiani  
Lot 869 Purvi Patel  
Lot 906 Augustin Nadarajah  
Lot 1005 Vikrambhai Mer  
Lot 1018 Rohit Singh  
Lot 1139 Umesh Pawar  
Lot 1331 Catherin Nguyen  
Lot 1330 Moira Withers  
Lot 1336 Khalid Issa  
Lot 1347 Abdul Qader  
Lot 1354 Rajeev Gandhi

Proxies:

Lot 838 Navkaar Holdings Pty Ltd in favour of Pritesh Jain  
Lot 1001 Vishal & Kameel Shah in favour of Rajeev Gandhi  
Lot 1301 Anthony Matheson in favour of Rajeev Gandhi

**Apologies:**

Lot 574 Peta Tyler  
Lot 1309 Nigel Willingham

**Present (no voting rights):**

Shawn Lu – General Manager – MOCS  
Lisa Loh – Senior Owners Corporation Manager - MOCS  
Veronica Yuanita – Owners Corporation Manager – MOCS

**Quorum:**

As 30 of the 738 lots (units of entitlements 300 out of 8328) were present in person or via proxy, a quorum was not present. All decisions made at the meeting are deemed interim decisions. These interim decisions will become decisions of the Owners Corporation if no petition (from Lot Owners representing at least 25% of the total lot entitlements) is received by 5 pm, Friday, 09 January 2026.

**2. CHAIRPERSON:**

It was resolved:

To appoint Shawn Lu to chair the meeting.

**3. MINUTES:**

Members noted that amendments were to be made to the minutes of the previous Annual General Meeting held on 27 November 2024. As no amendments were submitted to Melbourne Owners Corporation Services, the minutes of the Annual General Meeting held on 27 November 2024 remain unchanged and will be accepted as is.

**4. INSURANCE:**

It was resolved:

- a) That the insurance policy certificate of currency as attached to the Notice of Meeting be accepted.
- b) That the responsible party for the causation of damages or loss is responsible to pay the insurance claim excess. For the avoidance of doubt, if the event that causes damage emanates from the common property, the excess will be paid by the Owners Corporation. If it is deemed that a private lot has caused the resultant damages, then the excess is to be paid by the relevant lot owner.

Note:

- The Owners Corporation insurance policy does not cover legal liability within each private lot, nor does it cover fixtures, fittings (such as carpets, light fittings, window furnishings) and contents. We strongly recommend that individual Lot Owners ensure that adequate insurance is in place to cover these items.

- Rental providers (a.k.a landlords) are strongly recommended to obtain landlord insurance policy.
- Rental providers should advise their renters (a.k.a tenants) that renters insurance should be obtained.
- If no responsible party was determined, the insurance excess is payable by the party who benefits from the claim.

***Note:** The Owners Corporation No.1 insurance policy covers only common property. Owners are encouraged to obtain their own insurance policy for their private property.*

5. **INSURANCE  
COMMISSION  
DISCLOSURE:**

It was resolved:

- a) That informed consent be provided for Body Corporate Brokers Pty Ltd (BCB) as the insurance broker, and Melbourne Owners Corporation as an Authorised Representative of BCB, to obtain quotations from insurers including commission in relation to the placement, renewal, and variation of the strata insurance policy.

The Owners Corporation acknowledges that:

- Insurance commissions on strata insurance products are a maximum of 20% of the base premium (excluding taxes, levies and charges), and this commission is paid by the insurer to BCB for services including, but not limited to, risk placement, advice, claims management and support and administrative services.
- BCB may share a portion of this commission with Melbourne Owners Corporation Services being the Authorised Representative of BCB.
- The actual amount or percentage of commission payable will be disclosed in the Insurance Report provided with each renewal or quotation.
- It is a requirement of the law that the client's consent must be obtained before the payment of an insurance commission. Once provided, informed consent is irrevocable.
- This consent enables BCB and its Authorised Representative to continue obtaining insurance quotations on a gross (commission-inclusive) basis, which may provide broader access to insurers and simplified premium payment terms. 3.

- The Owners Corporation further authorises the Managing Agent to retain records of this consent on behalf of the scheme for compliance with ASIC regulatory requirements.

**6. REPORTS:**

It was resolved:

To accept the following report as attached to Notice of Meeting:

- a) Manager's Report

**7. AUDITOR:**

It was resolved:

- a) To accept the auditor's report on the financial statements for the period 01/07/2024 to 30/06/2025 as attached to the Notice of Meeting.
- b) To undertake an annual financial audit for the period ending 30/06/2026.

**8. FINANCIAL REPORTS:**

It was resolved:

That the audited financial statements for the period 1/07/2024 to 30/06/2025 as attached to the Notice of Meeting be accepted.

**9. BUDGET & CONTRIBUTIONS:**

It was resolved:

- a) That the proposed Administration Fund Budget for OC1 for the period from 01/07/2025 to 30/06/2026, as attached to the Notice of Meeting be accepted.
- b) To ratify the decision of the OC1 Committee made on 08/09/2025 to set the Administration Fund contribution at \$1,025,995.00 plus GST per annum pro-rata, effective from 01/10/2025.

Please note that the Quarter 1 2025, period from 01/07/2025 to 30/09/2025, levies were issued based on the previous year budget. Accordingly, the total annual levy contribution for the financial year ending 30 June 2026 will be \$980,894.63 plus GST.

- c) That the Administration Fund contributions be paid in advance in quarterly instalments, unless changed at a general meeting, the instalments being due on 1<sup>st</sup> July, 1<sup>st</sup> October, 1<sup>st</sup> January and 1<sup>st</sup> April of each year.

**10. ARREARS & PENALTY INTEREST:** It was resolved:

- a) That Owners Corporation 1 on Plan No. PS643122Y continues to charge penalty interest on money owed by a Member 28 days after the due date, in accordance with fees and charges set under Section 29(1) and (2) of the Owners Corporations Act 2006. The rate of interest charged must not exceed the maximum rate of interest payable in accordance with the Penalty Interest Rates Act 1983.
- b) That Owners Corporation 1 on Plan No. PS643122Y arrange for the services of a lawyer, debt collection agency and/or apply to VCAT or a court of competent jurisdiction to recover debt from Members as required.
- c) That a Member shall be liable on an indemnity basis to the Owners Corporation for all legal costs incurred by the Owners Corporation to legal practitioners and/or Melbourne Owners Corporation Services Pty Ltd in recovering or attempting to recover monies outstanding from the Member to the Owners Corporation, or in relation to rectifying a default or breach of the Owner Corporations Act 2006, Regulations or the Rules of the Owners Corporation.
- d) That Owners Corporation 1 on Plan No. PS643122Y delegates the powers to Melbourne Owners Corporation Services Pty Ltd to waive any penalty interests (excluding levies) up to \$10.00. All other amounts require approval from the Committee.

Note:

- Members are reminded that if their arrears are more than \$1,000.00 and/or in arrears for more than two quarters the debt is automatically passed to the Owner Corporations lawyers for debt collection.
- Members are also reminded that the onus is with the Member to ensure that they inform Melbourne Owners Corporation Services Pty Ltd of any change to their mailing address for all correspondence.

**11. APPOINTMENT OF** It was resolved:

**COMMITTEE:**

- a) That the following persons be elected to the Committee for Owners Corporation No. 1 on PS643122Y
  1. Lot 427 Shweta Telang
  2. Lot 525 Chieh (Darren) Teo
  3. Lot 869 Purvi Patel
  4. Lot 906 Augustin Raj
  5. Lot 1301 Anthony Matheson
  6. Lot 1309 Nigel Willingham
  7. Lot 1354 Rajeev Gandhi
- b) That the Chairperson of Owners Corporation be elected at the first Committee Meeting.
- c) That the Secretary of the Owners Corporation be elected at the first Committee Meeting.
- d) It was noted that at least three members of the Committee be members of the Grievance Committee as needed.

**12. INSTRUMENT OF DELEGATION:**

It was resolved:

- a) That in accordance with Section 11 of the Owners Corporations Act 2006, to delegate the powers and functions to the Owners Corporation Committee to ensure the efficient and effective operation of the Owners Corporation except for a power or function that requires a unanimous resolution or a special resolution.
- b) That in accordance with Section 11 of the Owners Corporations Act 2006, to delegate the powers and functions to Melbourne Owners Corporation Services Pty Ltd, to carry out the functions and duties as set out in the Contract of Appointment.

**13. ESSENTIAL SAFETY:**

Each member was reminded of their responsibility for the maintenance and reporting on essential service requirements including but not limited to balcony, balustrade, smoke detectors, sprinkler heads and the entry door within their lot if non-compliant to the appropriate Australian Standards.

**14. GENERAL BUSINESS:**

**14.1 Super Lot (Lot S20)**

During the discovery process following the handover from Engine to MOCS, it was noted that Super Lot (Lot S20) has not paid any Owners Corporation fees since inception in 2019. Based on calculations, the amount owed to date is approximately \$1,000,000.00. MOCS has issued levy notices to Lot S20, which have been challenged by Lot S20.

This matter is currently being handled through legal channels.

For context, the Owners Corporation entered into a Recreational Facilities Agreement in 2016 with Saratoga Club Pty Ltd for the provision of recreational facilities. The agreement stipulates a commencing fee of approximately \$1,100 per residential lot and an initial term of 33 years, with two further terms of 33 years each. Under this agreement, all lots are required to pay the applicable fees.

Members also discussed issues at the Club regarding cleanliness, noting that the facilities are not consistently maintained to the expected standard. This matter has been discussed at Committee level and raised with the relevant parties. Members are encouraged to submit any issues or complaints regarding Saratoga Club in writing to MOCS.

#### **14.2 Waste Management Plan related to Townhouses & Broadside Park**

A member of Owners Corporation No.3 (private townhouses) queried why Wyndham City Council does not service the bins for Owners Corporation No.3. Currently, bin collection is managed privately.

It was noted that townhouse units have different waste collection arrangements. Under the Waste Management Plan, waste collection for these units must be managed privately, as council vehicles are unable to access the property/ driveway to the townhouses. Waste contractors do not enter private property to collect bins; therefore, residents are required to place their bins on the nature strip for collection.

Owners of private townhouses will need to lobby directly with Wyndham City Council to confirm whether waste collection for these units can be included under the Council's service rather than being managed privately.

#### **14.3 Mowing of Front Nature Strip**

Members were advised of a recent incident where a vehicle's glass was damaged by pebbles from the mowing machine. Residents are reminded not to park too close to the nature strip and to avoid parking on the nature strip, so that gardeners can complete their work safely.

MOCS generally issues notifications regarding the mowing schedule; however, at times this may not be possible due to weather conditions. MOCS is liaising with the gardener to improve coordination of the schedule.

Due to weather-related delays, there is sometimes a backlog. The mowing schedule every 6 weeks but MOCS will increase the frequency to every 4 weeks during peak growing seasons like

November and December.

Considering the size of the Estate, the work may take some time to complete. Members are encouraged to submit any issues or concerns regarding mowing to MOCS.

Further, it was noted that Broadside Park lawn has improved; however, the garden beds could be better presented. The Committee is requested to consider cleaning up the beds and planting native plants to reduce maintenance costs and improve the overall appearance. The space is well-loved by the community, and any ideas to further improve the park are welcome. The Owners Corporation will communicate with the community regarding any plans for improvement.

#### **14.4 Owners Contact Details**

Members were reminded to notify MOCS of any updates to their contact details, including phone numbers, postal addresses, and email addresses, to ensure that levies and correspondence are issued correctly.

#### **14.5 Owners and residents details – Saratoga Club**

Concern was raised regarding the handling of owners' and residents' personal details by Saratoga Club, and members inquired about any actions taken to safeguard this information. It was noted that this matter has been discussed internally by the Owners Corporation Committee, and it was requested that this item be treated as a priority.

**15. CLOSE OF MEETING:** There being no further business, the meeting closed at 7:30PM.

# Owners Corporation Notification of Making Rules

Section 27E(1) Subdivision Act 1988  
(when lodged with Plan)

OC015963C

08/10/2012 \$55.10 OCR  


Lodged by

Name: Maddocks  
Phone: 9288 0676  
Address: 140 William Street Melbourne  
Reference: NFH:JPF:5763655  
Customer Code: 1167E

Applicant: *(full name and address including postcode)*

CA & CA Ballan Pty Ltd ACN 006 578 972 of 620 Duncans Road Werribee South Vic 3030

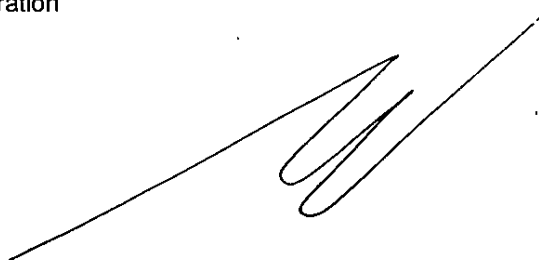
Plan No.: PS 643122Y Owners Corporation No.: 1

Supplied with notification is:

A copy of the proposed rules of the Owners Corporation

Date: 8. 10. 2012

Signature of Applicant  
Australian Legal Practitioner under the  
Legal Profession Act 2004 for Applicant



NICHOLAS FRANÇOIS HOLUIGUE  
140 William St Melbourne 3000  
An Australian Legal Practitioner  
within the meaning of the  
Legal Profession Act 2004.

---

## OC5



**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

**Date**        /        /

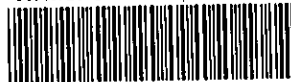
**Owners Corporation Rules**

**Saratoga, Point Cook**

**Owners Corporation No. 1 on PS643122Y**

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# Contents

1.	<b>Definitions</b> .....	1
2.	<b>Interpretation</b> .....	3
3.	<b>Role and Functions</b> .....	4
4.	<b>Provision of Services</b> .....	5
5.	<b>Vegetation</b> .....	5
6.	<b>Use of Common Property</b> .....	5
7.	<b>Use of Lot</b> .....	6
8.	<b>Design Panel</b> .....	7
9.	<b>Powers and Functions of the Design Panel</b> .....	7
10.	<b>Design Guidelines and Memorandum of Common Provisions</b> .....	8
11.	<b>Proceeding with Works</b> .....	9
12.	<b>Building Works to Lots and Common Property</b> .....	9
13.	<b>Private roads and other common property</b> .....	10
14.	<b>Recreational facilities</b> .....	10
15.	<b>Swimming Pool Area (pool, spa &amp; changing area)</b> .....	11
16.	<b>Gymnasium</b> .....	11
17.	<b>Commercial area</b> .....	12
18.	<b>Garbage disposal</b> .....	13
19.	<b>Signage and Windows</b> .....	13
20.	<b>Behaviour of invitees</b> .....	14
21.	<b>Owners Corporation Fees and Legal Costs</b> .....	14
22.	<b>Charges imposed on Members and Occupiers</b> .....	14
23.	<b>Rights of entry</b> .....	15
24.	<b>Security</b> .....	15
25.	<b>Consent of Owners Corporation</b> .....	15
26.	<b>Non-compliance with rules</b> .....	15
27.	<b>Rules Subject to Rights of the Developer</b> .....	16
28.	<b>Warranties, Novation, Assignment and entering into of Contracts</b> .....	17



# Maddocks

29.	<b>Signage &amp; Other Licences</b> .....	18
30.	<b>Enforcement of Domestic Building Contract</b> .....	18
31.	<b>Complaints and Disputes</b> .....	19
32.	<b>Restrictions – Trade or Business</b> .....	19
Schedule 1	<b>Design Guidelines</b> .....	21

**OC015963C**

08/10/2012 \$55.10 OCR



OC015963C

08/10/2012 \$55.10 OCR



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## Consolidated Owners Corporation Rules

The *Owners Corporations Regulations 2007* detail the powers of the Owners Corporation(s), the general duties of members, meetings and administration of the Owners Corporation(s), insurance and other miscellaneous matters. These rules must be read in conjunction with the Regulations.

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### 1. Definitions

In these rules:

**Act** means the *Owners Corporations Act 2006* (Vic) as amended from time to time.

**Application** means an application made for the Design Panel to Approve development of a Lot.

**Approve** or **Approval** means an approval in writing given by the Design Panel in respect of an Application and can include conditions.

**Authority** means any government or any public, statutory, governmental, semi-governmental, local governmental, municipal or judicial body, entity or authority and includes a Minister of the Crown (in any right), and any person, body, entity or authority exercising a power pursuant to an Act of Parliament.

**Bond** means monies (in a form determined by the Design Panel) which the Member may be required to deposit with the Owners Corporation on account of any remedy for non-compliance or any Damage that may be caused in the course of development of a Lot, in accordance with Rule 9.3.4.

**Commencement Date** means the date which is twelve (12) months from the Settlement Date;

**Commence Construction** means to begin the 'base stage' construction works for the dwelling at the Lot, as defined in section 40(1) of the *Domestic Building Contracts Act 1995* (Vic), in accordance with:

- (a) the Design Guidelines;
- (b) any approval of the Design Panel; and
- (c) any other approval issued by an Authority for the construction of a dwelling at the Lot.

**Commercial Lot** means a lot on the Plan designated by the Owners Corporation from time to time to be a commercial lot.

**Commercial Purposes** means use for a restaurant, café, retail use or other commercial purpose.

**Committee** means the committee elected under section 100 of the Act.

**Common Property** means the Land and any improvements erected on the Land designated as common property on the Plan and includes the Recreational Facilities.

**Completion Date** means the date which is twenty four (24) months from the Settlement Date.



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**Damage** means damage caused during the course of development of a Lot including, but not limited to, damage to adjoining lots and buildings, roads, footpaths, landscaping and public utility infrastructure.

**Design Guidelines** means the design, development and use controls for all Lots on the Plan as amended from time to time by the Design Panel for the purposes of achieving the expressly stated objectives of the guidelines attached to the Rules as Schedule 1.

**Design Panel** means a panel appointed by the Vendor and/or the Developer and/or the Owners Corporation from time to time and initially comprising representatives of the Developer and a qualified architect for the purposes of reviewing and determining applications to develop Lots with the Development in accordance with the Design Guidelines.

**Developer** means Landsub Pty Ltd ACN 146 207 730 or a Related Body Corporate responsible for the development of the Land and creation of Lots and includes its successors and assigns and where it is consistent with the context includes the Developer's, employees, agents, contractors, sub-contractors and invitees and persons the Developer allows on the Common Property for the purposes of the Development.

**Development** means the development of the Land as a residential subdivision including the Recreational Facilities known as Saratoga.

**Director** means has the same meaning given to that term in the *Fair Trading Act 1999* (Vic).

**Dispute** means a dispute or other matter arising under the Act or Rules including a dispute or matter relating to:

- (a) the operation of the Owners Corporation;
- (b) an alleged breach by a Member or Occupier of an obligation imposed on that person under the Act or the Rules; or
- (c) the exercise of a function by a Manager in respect of the Owners Corporation.

**Domestic Building Contract** means any domestic building contract within the meaning of the *Domestic Building Contracts Act 1995* (Vic) entered into by the Initial Owner.

**Governmental Agency** means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

**Initial Owner** has the same meaning as it has under the Act and where the context requires includes its successors and assigns.

**Land** means the land and improvements contained in the Plan and includes all the Lots and the Common Property.

**Lot** means a lot shown on the Plan.

**Manager** means the person or entity for the time being appointed by the Owners Corporation as its manager under section 119 of the Act and where relevant includes the Manager's successors and assigns and where the context requires includes the Manager's officers, employees, agents, contractors, subcontractors and invitees.

**Maintenance Fund** means a fund or part of a fund used for implementation of the Maintenance Plan (if any).

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**Maintenance Plan** means a maintenance plan (if any) established and approved by the Owners Corporation as contemplated by the Act.

**Member** means a member of the Owners Corporation(s) by reason of being the owner of a Lot for the time being and where the context requires includes an Occupier or their invitees.

**Memorandum of Common Provisions** means the document to be entered into by the Vendor and registered on the Plan (as amended from time to time).

**Occupancy Permit** means an occupancy permit issued under the *Building Act 1993 (Vic)* for the dwelling on a Lot.

**Occupier** means the person or entity authorised by the Member to occupy the designated Lot as tenant or licensee and where the context requires includes the Occupier's invitees.

**Owners Corporation** means the Owners Corporation created upon registration of the Plan.

**Plan** means Plan of Subdivision No. PS643122Y and includes any plans of subdivision for subsequent stages of the Development.

**Recreational Facilities** means the recreational and other facilities on Common Property designated by the Owners Corporation from time to time as available for use by the Members.

**Refuse or Refusal** means a refusal in writing given by the Design Panel in respect of an Application.

**Regulations** means the *Owners Corporations Regulations 2007 (Vic)* as amended from time to time.

**Related Body Corporate** has the same meaning given to that term in the *Corporations Act 2001 (Cth)*.

**Rule or Rules** means these rules which are for the purpose of the control, management, administration, use or enjoyment of the Common Property or any Lot as amended from time to time.

**Settlement Date** means the date of transfer of any Lot on the Plan by the Vendor to the Member.

**Special Resolution** has the same meaning as in the Act.

**Vendor** means CA & CA Ballan Pty Ltd ACN 006 578 972 and includes the Vendor's successors and assigns and where it is consistent with the context includes the Vendor's employees, agents, contractors, subcontractors and invitees.

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## 2. Interpretation

2.1 Unless the context otherwise requires:

2.1.1 headings are for convenience only;

2.1.2 the singular includes the plural and vice versa;

2.1.3 a reference to a natural person includes any company, partnership, joint venture, association or other owners corporation and a governmental authority;



**OC015963C**

08/10/2012 \$55.10 OCR



- 2.1.4 a reference to a thing includes a part of that thing; and
- 2.1.5 'including' and similar expressions are not words of limitation.
- 2.2 The obligations and restrictions in these Rules must be read subject to the rights, grants or privileges that may be given to any person or entity by the Owners Corporation(s) from time to time and to the extent of any inconsistency, such rights, grants or privileges, must prevail over these Rules in respect of the person or entity to whom they are given.
- 2.3 In these Rules if:
  - 2.3.1 a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and
  - 2.3.2 it is not possible to read down a provision as required in this Rule, that provision is severable without affecting the validity or enforceability of the remaining part of that Rule or the other Rule.
- 2.4 Without limiting Rule 2.2, these Rules shall be read subject to the rights of the Vendor and/or the Developer to conduct marketing activities on the Common Property until all of the Lots are sold, including (without limitation):
  - 2.4.1 allowing invitees to have access to the Common Property in the company of a representative of the Vendor or the Developer; and
  - 2.4.2 placing and maintaining sale signs, insignia and other fixtures and fittings for marketing purposes on the Common Property.
- 2.5 In the event of a conflict between these Rules and any restriction(s) on the Plan, the restriction will prevail.

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### **3. Role and Functions**

- 3.1 The Owners Corporation(s) is responsible for ensuring that appropriate rules, measures and procedures are established to govern issues common to the Members, including that the Common Property and/or a Lot are maintained for the benefit and enjoyment of all Members and Occupiers. The Owners Corporation(s) exercises such responsibilities through enforcing the Rules and through holding regular committee meetings at which matters affecting the operation of the Common Property are resolved and advised to all Members.
- 3.2 The Owners Corporation(s) must abide by the Rules, Act and Regulations, and in carrying out its functions and powers must act honestly and in good faith and exercise due care and diligence.
- 3.3 These Rules are for the purpose of the control, management, administration, use or enjoyment of the Common Property or a Lot and represent the interests of Members and Occupiers. The Rules may be added to, amended or revoked:
  - 3.3.1 if a resolution is passed after a ballot or poll is taken and 75% of the total lot entitlements of all the Lots are in favour of such addition, amendment or revocation; or
  - 3.3.2 if a resolution is passed in any other case and 75% of the total votes for all the Lots are in favour of such addition, amendment or revocation.



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- 3.4 Under the Act and Regulations, the Owners Corporation(s) is responsible for, amongst other things:
  - 3.4.1 electing the Committee (if required);
  - 3.4.2 establishing a Maintenance Plan and Fund (if required);
  - 3.4.3 establishing and maintaining an Owners Corporation(s) Register;
  - 3.4.4 taking out, maintaining and paying the premiums for insurance;
  - 3.4.5 keeping proper accounts that cover the income, expenditure, assets and liabilities of the Owners Corporation(s) and providing true reports of the financial situation of the Owners Corporation(s); and
  - 3.4.6 preparing annual financial statements.

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08/10/2012 \$55.10 OCR



## 4. Provision of Services

The Owners Corporation must provide the following services:

- 4.1 the repair and maintenance of all Common Property including any gardens, trees, paved areas and landscaping forming part of the Common Property;
- 4.2 the repair and maintenance and management and operation of the Recreational Facilities; and
- 4.3 any other service or facility provided by the Owners Corporation for the benefit of the Members.

## 5. Vegetation

The Owners Corporation is responsible for the maintenance and watering of all vegetation, plants and trees in the Common Property.

## 6. Use of Common Property

- 6.1 A Member must not (except to the extent that the Developer deems reasonably necessary or desirable for the carrying out or furtherance of the Development):
  - 6.1.1 do or allow to be done anything on the Common Property which causes a nuisance to or interferes with its lawful use by the Owners Corporation or other Members;
  - 6.1.2 do or permit anything which might cause structural damage to the Common Property;
  - 6.1.3 move any article likely to cause damage or obstruction through Common Property without first notifying the Manager in sufficient time to enable the Manager to arrange for a representative of the Owners Corporation to be present at the time of moving if it is considered necessary;
  - 6.1.4 interfere with the operation of any equipment installed on the Common Property without the prior written consent of the Owners Corporation;

**OC015963C**

08/10/2012 \$55.10 OCR



- 6.1.5 interfere with any personal property vested in the Owners Corporation;
  - 6.1.6 park or leave a vehicle or permit any vehicle to be parked or left upon the Common Property or in any place other than in a parking area specified for such purpose by the Owners Corporation;
  - 6.1.7 obstruct a driveway or entrance to a Lot or any other road on the Land;
  - 6.1.8 paint, drive nails or screws or the like into, or otherwise damage, alter or deface, any structure that forms part of the Common Property including the external facade except with the consent in writing of the Owners Corporation;
  - 6.1.9 when on Common Property (or if on any part of a lot so as to be visible from another Lot or from Common Property), fail to be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Member or Occupier of another Lot or to any person lawfully using Common Property;
  - 6.1.10 deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of other Member or any person lawfully using the Common Property;
  - 6.1.11 disregard any requirements made by the Owners Corporation relating to the use of any access keys and intercom system that may be provided as the means of access upon roadways created within the Common Property;
  - 6.1.12 hold or allow to be held any public auction on or near the Common Property;
  - 6.1.13 directly instruct any contractors or workmen employed by the Owners Corporation unless so authorised;
  - 6.1.14 except with the consent in writing of the Owners Corporation, use for their own purposes as a garden any portion of the Common Property;
  - 6.1.15 store, place, display or hang any chattel or item (including barbeques) on any part of the Common Property without the consent of the Owners Corporation;
  - 6.1.16 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;
  - 6.1.17 must not do any act or thing or allow any act or thing to be done to the Lot or Common Property that may in any way damage or interfere with the use of cabling and ancillary equipment (**the electronic cabling**) installed or to be installed by the Developer and/or Telsta 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 and/or Telsta.
- 6.2 A Member must notify the Owners Corporation or the Manager promptly when becoming aware of any damage to or defect in the Common Property or any personal property vested in the Owners Corporation.

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**7. Use of Lot**

- 7.1 A Member must not do or permit anything on a Lot which may invalidate, suspend or increase the premium for any insurance effected by the Owners Corporation.

**OC015963C**

08/10/2012 \$55.10 OCR



7.2 Each Member must comply with all laws relating to the Lot including, without limitation, any requirement, notices and orders of any Governmental Authority.

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**8. Design Panel**

8.1 The Developer has established the Design Panel to administer the Design Guidelines.

8.2 The Vendor and/or the Developer, until the expiry of twelve (12) months after settlement of the last Lot on the Plan or such earlier date notified by the Vendor and/or the Developer to the Owners Corporation in writing, and thereafter, the Owners Corporation must:

- 8.2.1 ensure that the Design Panel is constituted from time to time in accordance with this Rule 8;
- 8.2.2 ensure that meetings of the Design Panel are convened as required in order for the Design Panel to fulfill its functions as set out in these Rules;
- 8.2.3 act as secretary of the Design Panel in receiving, reviewing and distributing all correspondence addressed or directed to the Design Panel; and
- 8.2.4 receive and account for all monies payable in relation to Approvals and the functions of the Design Panel.

---

**9. Powers and Functions of the Design Panel**

9.1 The Design Panel is to assess all Applications for Approval having regard to the Design Guidelines.

9.2 After assessing an Application, the Design Panel must either Approve, Refuse, or reserve its decision pending the provision of any further information which the Design Panel indicates in writing to the Applicant that it requires.

9.3 In the case of Approval, the Design Panel may impose conditions that require:

- 9.3.1 changes to be made to the plans and specifications;
- 9.3.2 the proposed development to be undertaken within the reasonable time frame specified in the condition;
- 9.3.3 the Member to give to the Design Panel a written undertaking:
  - (a) not to cause unreasonable inconvenience to other residents; and
  - (b) to repair without delay any damage caused by the development;
- 9.3.4 the Member to deposit with the Owners Corporation a Bond in a form and amount determined by the Design Panel and to be held by the Owners Corporation on account of any:
  - (a) remedy for any non-compliance notified to it by the Design Panel;
  - (b) Damage which may be caused in the course of the development. If no Damage is caused then the Owners Corporation will, on certification from the Design Panel of satisfactory completion of the development, release the



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bond to the Member. If Damage is caused then the Owners Corporation and the Design Panel may, without prejudice to its rights against the Member, use the bond to repair the Damage caused.

9.3.5 lodgement of the Bond prior to the release of the formal Approval.

9.4 The Design 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 and the Design Panel to perform their duties and functions.

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## 10. Design Guidelines and Memorandum of Common Provisions

10.1 Each Member must for each and every Lot owned by the Member:

10.1.1 design and/or undertake any improvements on any Lot in compliance with the Design Guidelines and Memorandum of Common Provisions and otherwise comply with the Design Guidelines and Memorandum of Common Provisions;

10.1.2 allow the Design Panel to conduct inspections as and when deemed necessary by the Design Panel in its absolute discretion of any works in progress on a Lot for the purpose of ascertaining compliance with the approved plans and specifications for such works and with any of these Rules or the Design Guidelines or the Memorandum of Common Provisions;

10.1.3 maintain its Lot and nature strip by cutting grass and keeping that Lot and the nature strip in a safe and tidy condition to the satisfaction of the Design Panel;

10.1.4 rectify within a reasonable time any non-compliance with the approved plans and specifications for works in accordance with any notice in writing served on the Member by the Design Panel;

10.1.5 cease any works on a Lot if required by notice in writing served by the Design Panel pending resolution of any dispute about a non-compliance with the Design Guidelines or approved plans and specifications for the Lot; and

10.1.6 before undertaking any building works within or about or relating to a Lot:

(a) submit to the Design Panel plans and specification of any works proposed by the Member, and such further particulars of those proposed works as the Design Panel may request; and

(b) obtain written approval from the Design Panel that the works accord with the Design Guidelines and Memorandum of Common Provisions. Such approval not to be unreasonably withheld but which may be given subject to the condition including that the reasonable costs of the Design Panel be met by the Member.

10.2 Without limiting Rule 10.1.6, a Member must submit the plans and specifications for any works proposed by the Member within 6 months of the Settlement Date.

10.3 A breach of the Design Guidelines or Memorandum of Common Provisions constitutes a breach of these Rules.

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**11. Proceeding with Works**

- 11.1 Upon receipt of Approval from the Design 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.
- 11.2 An Member must Commence Construction by the Commencement Date.
- 11.3 In addition to any other right the Owners Corporation has under these Rules, if a Member does not Commence Construction by the Commencement Date it must pay to the Owners Corporation within 7 days of demand:
  - 11.3.1 \$200 for each whole month that the Member does not Commence Construction in accordance with Rule 11.2 up to the date that is 12 months from the Commencement Date;
  - 11.3.2 \$600 for each whole month that the Member does not Commence Construction from the date that is 12 months from the Commencement Date up to the date that is 24 months from the Commencement Date;
  - 11.3.3 \$1,250 for each whole month that the Member does not Commence Construction from the date that is 24 months from the Commencement Date up to the date that is 36 months from the Commencement Date; and
  - 11.3.4 \$2,500 for each whole month that the Member does not Commence Construction from the date that is 36 months from the Commencement Date.
- 11.4 A Member must procure the issue of an Occupancy Permit by the Completion Date.
- 11.5 In addition to any other right the Owners Corporation has under these Rules, if a Member does not procure the issue of the Occupancy Permit by the Completion Date, it must pay to the Owners Corporation, within 7 days of demand:
  - 11.5.1 \$400 for each whole month that the Occupancy Permit is not issued from the Completion Date until the date that is 48 months from the Settlement Date;
  - 11.5.2 \$1,250 for each whole month that the Occupancy Permit is not issued from the date that is 48 months from the Settlement Date to the date that is 60 months from the Settlement Date; and
  - 11.5.3 \$2,500 for each whole month that the Occupancy Permit is not issued from the date that is 60 months from the Settlement Date.
- 11.6 The Member acknowledges and agrees that the payments specified in Rules 11.3 and 11.5 are a reasonable estimate of a contribution towards the Owner's Corporation's foreseeable loss as a result of a breach of Rules 11.3 and 11.5 by the Member.

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**12. Building Works to Lots and Common Property**

- 12.1 A Member of a Lot must ensure that all works undertaken by the Member and the Member's agents and contractors complies with the reasonable directions of the Owners Corporation(s) concerning the method of building operation, means of access, use of the Common Property, on site management, and building protection and hours of work.



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- 12.2 The Member must ensure that all agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and services therein.
- 12.3 The Member must immediately make good all damage to, and dirtying of, the Common Property, the services thereof or any damage to fixtures fittings and finishes which are caused by such works. If the Member fails to immediately do so the Owners Corporation(s) may in its absolute discretion make good the damage and dirtying at the cost of the Member.
- 12.4 The Member must ensure that any improvements, including the dwelling, constructed on the Lot are insured for full replacement value as well as in accordance with all requirements of the Act and the Regulations.

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## 13. Private roads and other common property

- 13.1 All Members must ensure that their car parking space and driveway (if applicable) are maintained, cleaned and free of oil. The Owners Corporation reserves its right to clean any area and charge the owner for the costs incurred.
- 13.2 A Member must not (except to the extent that the Developer deems necessary or desirable for the carrying out or furtherance of the Development):
  - 13.2.1 park, cause or permit to be parked any caravan, campervan, boat, trailer, commercial vehicle or any other vehicle or structure determined by the Owners Corporation from time to time on any Lot or within the vicinity of a Lot, unless it is housed in a garage and is not visible from any part of the Common Property, road or the street; and
  - 13.2.2 obstruct the private roadways, pathways, drives and visitor car parking in the Common Property and any easement giving access to the Land by any Member, the tenants, guests, servants, employees, agent, children, invitees, licensees of any member or used by them for any purpose other than the reasonable access to and from their respective Lots or the parking areas provided.

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## 14. Recreational facilities

- 14.1 When using the Recreational Facilities a Member must ensure that:
  - 14.1.1 children below the age of 13 years are not in or around them unless accompanied by an adult Member exercising effective control over them;
  - 14.1.2 the Member's guests only use the Recreational Facilities if accompanied by a Member and the Member acknowledges that no more than 2 guests per Member are permitted at any one time without the Manager's prior consent; and
  - 14.1.3 alcohol is not taken into or consumed around the Recreational Facilities without the prior consent of the Owners Corporation.
- 14.2 Members may only use the Recreational Facilities between the hours of 10am and 5pm (or such other hours determined by the Manager) unless the consent of the Owners Corporation is obtained to use the facilities outside of these hours.
- 14.3 The Owners Corporation may make additional or separate rules relating to the use of the Recreational Facilities provided they are not inconsistent with these rules. If breached, rules relating to the Recreational Facilities will constitute a breach of these Rules.

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**15. Swimming Pool Area (pool, spa & changing area)**

A Member or Occupier of a Lot must comply with swimming pool area rules as approved by the Committee from time to time. The initial swimming pool area rules are as follows:

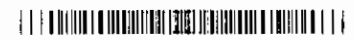
- 15.1 Children may use the swimming pool area only if supervised by an adult.
- 15.2 Glass objects, drinking glasses and sharp objects are not permitted in the swimming pool area.
- 15.3 Alcohol and food are not permitted in the swimming pool area.
- 15.4 The swimming pool area is for the private use by residents and no more than two guests at any one time, although guests are to be accompanied by a resident at all times.
- 15.5 Smoking is not permitted in the swimming pool area.
- 15.6 For the hygiene of all users of the swimming pool, all users must shower first.
- 15.7 Running, ball playing, jumping, diving, noisy or hazardous activities are not permitted in the swimming pool area.
- 15.8 Hours of use are between 10am and 5pm or as otherwise determined by the Manager.
- 15.9 All users of the swimming pool area must dry off before leaving this area.
- 15.10 Suitable footwear must be worn to and from the swimming pool area.
- 15.11 A Member or Occupier of a Lot and persons under their control must ensure that when in the swimming pool area appropriate attire is worn at all times i.e. nude bathing is not permitted.
- 15.12 All users of the swimming pool do so at their own risk.
- 15.13 Spitting is not permitted in the swimming pool or swimming pool area.
- 15.14 Appropriate attire must be worn at all times.

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**16. Gymnasium**

A Member or Occupier of a Lot must comply with gym rules as approved by the Committee from time to time. The initial gymnasium rules are as follows:

- 16.1 Children are not permitted to use the gymnasium at any time.
- 16.2 Glass objects, drinking glasses and sharp objects are not permitted in the gymnasium.
- 16.3 The gymnasium is for use by residents only.
- 16.4 Alcohol and food are not allowed in the gymnasium.
- 16.5 Smoking is not permitted in the gymnasium.
- 16.6 All users of the gymnasium must carry a towel at all times.
- 16.7 Hours of use are between 10am and 5pm or as otherwise determined by the Manager.



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- 16.8 Suitable footwear must be worn to and from the gymnasium and whilst in the gymnasium at all times.
- 16.9 All users of the gymnasium must turn off all lights and air conditioning when leaving.
- 16.10 Users of the gymnasium must be professionally instructed on the equipment prior to the Owners Corporation granting access to the gymnasium area.
- 16.11 All users of the gymnasium do so at their own risk.
- 16.12 Users of the gymnasium are not permitted to play music in the gym.



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**17. Commercial area**

- 17.1 Without limiting any other Rule, the proprietor or Occupier of a Commercial Lot used for Commercial Purposes must:
  - 17.1.1 not dispose of rubbish or waste in the facilities located in the Common Property designated for residential use;
  - 17.1.2 take out its own bins on each garbage collection day to the bin collection area nominated by the Owners Corporation, and bring the bins in before 9am on each collection day Monday to Saturday and before 10am on Sundays;
  - 17.1.3 avoid unnecessary noise when filling bins and ensure contractors pick up between 9am and 5pm Monday to Saturday and between 10am to 5pm on Sundays;
  - 17.1.4 ensure lids on bins are securely closed at all times and ensure that bins are kept clean;
  - 17.1.5 ensure all cardboard and paper waste is cut up folded and neatly contained in bins;
  - 17.1.6 store all bins, bottles, cardboard/paper and any other refuse within the relevant Lot (but not any car park forming part of that Lot) and must not store bins, bottles, cardboard/paper or any other refuse on Common Property except when this is the 'bin collection area' nominated by the Owners Corporation;
  - 17.1.7 any perishable rubbish must be refrigerated and hidden from view;
  - 17.1.8 washing down of bins must only be carried out within the Lot, excluding car spaces or in the car wash bay in the basement;
  - 17.1.9 comply with all health, noise and other regulations in carrying on the business from the Lot;
  - 17.1.10 any mechanical fluing must be charcoal filtered or equivalent;
  - 17.1.11 not permit electronic gaming;
  - 17.1.12 small utility deliveries are to be between 9am – 5pm Monday to Friday and 10am – 6pm Saturdays and Sundays;
  - 17.1.13 large deliveries are to be between 10am – 5pm Monday to Saturday; and
  - 17.1.14 make all reasonable attempts to address/treat any odours that emanate from the Lot.



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- 17.2 Nothing shall prevent or prohibit any Commercial Lot from carrying on its reasonable business operations and to apply for, and obtain, any planning permit, liquor licence, or any other legislative consent or permit for which the owner of any Commercial Lot may apply provided that at all times the Member or Occupier of any such Commercial Lot:
  - 17.2.1 operates lawfully;
  - 17.2.2 obtains each and every permit, liquor licence or other consent required; and
  - 17.2.3 operates within the terms of any such liquor licence, permit or consent.
- 17.3 The Owners Corporation must not to do any such act which may hinder or prevent such Commercial Lot from conducting its business.
- 17.4 The owner or Occupier of any Commercial Lot will be responsible for all costs associated with the cleaning, repairs and maintenance of the areas licensed to them. The occupants will be responsible for ensuring that these areas are kept in a pristine condition at all times.
- 17.5 Any owner or Occupier of a Commercial Lots will be entitled to reasonable access at all times for invitees and customers through those parts of the Common Property necessary for usual business practice.

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**18. Garbage disposal**

A Member of a Lot must:

- 18.1 except where the Owners Corporation provides some other means of disposal of garbage, maintain within their Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, a receptacle for garbage and to keep such receptacle in a clean and tidy condition and not visible to the public except on days designated for rubbish collection;
- 18.2 comply with all requirements of Governmental Agencies relating to the disposal of garbage; and
- 18.3 ensure that rubbish does not accumulate on their Lot, and that the health, hygiene and comfort of other Members is not adversely affected by their disposal of garbage.

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**19. Signage and Windows**

- 19.1 A Member is not permitted to display signs, advertising or notices on any Lot, including for the purpose of offering for sale or lease or letting any Lot or Common Property, without the consent of the Owners Corporation and any such signs may be removed by the Owners Corporation at the Member's cost and expense.
- 19.2 Any sign that is erected with the approval of the Owners Corporation must be of a standard that shall not detract from the overall appearance of the Development.
- 19.3 A Member is not permitted to display any advertising material, logos or sign writing to any external window, glazing or external solid face of a Lot without the written consent of the Owners Corporation.
- 19.4 A Member must not allow any glazed portions of the Lot or Common Property to be tinted or otherwise treated with the intention of changing the visual characteristic of the Development.

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**20. Behaviour of invitees**

- 20.1 The duties and obligations imposed by these Rules upon a Member of a Lot must be observed not only by the Member but also by the guest, servants, employees, agents, children, invitees and licensees of the Member or the Occupier of their Lot (**Invitees**).
- 20.2 A Member must take all reasonable steps to ensure that their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of any Member or Occupier of another Lot or of any person lawfully using the Common Property.
- 20.3 A Member is liable to compensate the Owners Corporation for all damage to the Common Property or personal property vested in it caused by a breach of Rule 20.1 and 20.2.
- 20.4 Where the Owners Corporation expends money to make good damage caused by a breach of the Act, or of these rules by any Member or Invitees, the Owners Corporation can recover the amount so expended as a debt in action in any Court of competent jurisdiction from the Member of the Lot at the time when the breach occurred.

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**21. Owners Corporation Fees and Legal Costs**

- 21.1 The Member must pay the fees set by the Owners Corporation to cover general administration and maintenance, insurance and other recurrent obligations quarterly in advance according to their lot entitlement.
- 21.2 The amount of the annual Owners Corporation fees which is payable by each Member will be established at each annual general meeting of the Owners Corporation.
- 21.3 Any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge.
- 21.4 The Member shall pay on demand by the Owners Corporation all legal costs on a solicitor-own client basis which the Owners Corporation pays, incurs or expends in consequence of any default by the Member in the performance or observance of any term, covenant or condition contained in these rules including by not limited to recovery of Owners Corporation contribution fees.
- 21.5 The Member must pay the electricity, municipal and other statutory rights and charges that are not separately assessed or apportionable against their Lot according to their lot entitlement.

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**22. Charges imposed on Members and Occupiers**

- 22.1 Any payments to the Owners Corporation(s) imposed on a Member or Occupier under the Rules, Act or Regulations will (until paid) be a charge on the Lot.
- 22.2 The Member or Occupier must accept a certificate signed by the Manager or valid tax invoice issued by the Owners Corporation(s) as prima facie proof of the costs and expenses incurred by the Owners Corporation(s) relating to any charge payable by a Member or Occupier pursuant to these Rules and must not make any claim or dispute the amount specified therein.

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- 22.3 The Member or Occupier must pay interest at the rate prescribed under the *Penalty Interest Rates Act 1983 (Vic)* on outstanding fees and charges set under the Rules, Act or Regulations until they are paid.
- 22.4 Any payments made for the purposes of these Rules, the Act or Regulations will be appropriated first in payment of any interest and any unpaid costs and expenses of the Owners Corporation(s) and then be applied in repayment of the principal sum.

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**23. Rights of entry**

A Member of a Lot, upon receiving reasonable notice from the Owners Corporation, must allow the Owners Corporation or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to their Lot for the purpose of carrying out works or effecting repairs on mains, pipes, wires or connection or any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to their Lot or to any adjoining Lot or the Common Property.

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**24. Security**

The Owners Corporation may make rules and regulations to ensure the security of the Land from intruders and otherwise with regard to the use and means of access to any roadways created upon the Common Property.

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**25. Consent of Owners Corporation**

A consent given by the Owners Corporation under these Rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the Member for the time being of the Lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

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**26. Non-compliance with rules**

- 26.1 If a Member is in breach of these Rules including the refusal or failure to carry out repairs, maintenance or other works to the Member's Lot, the Member agrees that the Owners Corporation may serve the Member with a notice requiring the Member to carry out the necessary repairs, maintenance or other works. If the Member does not comply with the Notice to the satisfaction of the Owners Corporation within 28 days after the service of the Notice, the Member must allow the Owners Corporation, its employees, contractors or agents to enter the Lot and rectify the non-compliance.
- 26.2 The Owners Corporation may institute legal proceedings if a Member fails to comply with a notice served under Rule 26.1 within 28 days after the service of the notice, in a Court of competent jurisdiction to compel the Member to comply with these Rules.
- 26.3 The Member must pay to the Owners Corporation any charges incurred by the Owners Corporation relating to any non compliance including, without limitation administrative costs, legal costs and the cost of any works performed to rectify any non compliance which (until paid) are and will be a charge on the Lot.
- 26.4 The Member must accept a certificate signed by the secretary of the Owners Corporation as prima facie proof of the costs and expenses incurred by the Owners Corporation relating to the Member's non compliance with these Rules.

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- 26.5 The Member or Occupier must indemnify and keep indemnified the Owners Corporation on a full indemnity basis against any action, demand, cost, liability or loss incurred by the Owners Corporation as a consequence of any default by the Member or Occupier in the performance or observance of any term, covenant or condition contained in these Rules or the Act including, without limitation administrative costs, legal costs, the cost of any works performed to rectify any non compliance and the cost incurred by the Owners Corporation in recovering overdue charges from the Member or Occupier.
- 26.6 Nothing in Rules 26.1 to 26.5 in any way derogates from an Owner's obligation to comply with sections 48 – 50 inclusive and 128 – 137 inclusive of the Act.

**27. Rules Subject to Rights of the Developer**

27.1 These Rules do not apply to and, are not enforceable against the Vendor, the Developer or their mortgagees or chargees, for so long as any of the following apply:

- 27.1.1 the Vendor and/or the Developer and/or its equity partners (if any) is a Member or Occupier;
- 27.1.2 any mortgagee or chargee of the Vendor or the Developer has an interest in any Lot; or
- 27.1.3 the Vendor and/or the Developer and/or its equity partners (if any) is engaged in any action required to complete the Development,

where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Vendor, the Developer their mortgagees or chargees may be engaged in or which may need to be carried out in order to complete construction of the any buildings and facilities comprised in the Plan or the Development.

27.2 Subject to Rule 27.6, the Vendor, the Developer and their equity partners (if any), their mortgagees and chargees must be and are by this Rule, authorised by each and every Member of each and every Owners Corporation(s) in the Plan and by each and every Owners Corporation(s) in the Plan to:

- 27.2.1 progressively develop the Land in stages;
- 27.2.2 incorporate further land into the Plan to become part of the Development;
- 27.2.3 erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development; and
- 27.2.4 erect for sale promotional advertising or other signs as the Vendor or the Developer may require on any part of the Common Property; and
- 27.2.5 grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Vendor or the Developer or their mortgagee or chargee thinks fit; and
- 27.2.6 use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works,

provided that the Vendor, the Developer and any third party authorised by it under this Rule or any party to which it assigns all or part of the benefits of its rights under this Rule, uses its

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best endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property.

27.3 While the Vendor is the owner of any Lot it may:

27.3.1 use any such Lot for display purposes;

27.3.2 allow prospective purchasers of any Lot to inspect such display Lot; and

27.3.3 use such signs, advertising or display material in or about the display Lot and Common Property as it thinks fit.

27.4 A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation(s) which would revoke this Rule 27 or contravene any right or reprieve afforded to the Vendor or the Developer under this Rule 27.

27.5 A Lot from time to time, owned and selected by the Vendor, may be used for the administration, management and related purposes by the Owners Corporation and/or any person appointed for such purposes by the Owners Corporation.

27.6 In exercising their rights under this Rule 27, the Vendor and the Developer must act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation(s) and must have regard to the amenity of Members. The Vendor and the Developer must only exercise its rights to the extent necessary for the genuine Development. The Vendor and the Developer must not exercise their rights under this Rule to arbitrarily exclude the Owners Corporation(s) or the participation of Members.

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**28. Warranties, Novation, Assignment and entering into of Contracts**

28.1 The Vendor and/or the Developer may at their discretion enter into contracts (which includes without limitation, any agreement, lease or licence) relating to the Development, including, but not limited to:

28.1.1 cleaning and maintenance of buildings and services of any Common Property;

28.1.2 the maintenance, management and/or monitoring of all:

(a) landscaping, public areas and infrastructure; and

(b) general maintenance matters, environmental health, public open space, heritage and occupational health and safety;

28.1.3 agreements with third parties (to the extent that it is able and subject to compliance with all laws) for the exclusive right to provide the Development with services and utilities; and

28.1.4 agreements with any Authority (including without limitation, Parks Victoria).

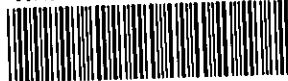
28.2 All Members acknowledge and agree that the Owners Corporation may be required by the Vendor or the Developer to accept, an assignment or novation of the contracts referred to in Rule 28.1 at the first meeting of the Owners Corporation(s).

28.3 The Owners Corporation(s) must maintain any contracts assigned or novated to it under this Rule 28 to the end of its current term.

28.4 All Members or Occupiers must contribute its proportion of the cost incurred by the Owners Corporation(s) in complying with this Rule 28 relative to the lot liability on the Plan.

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**29. Signage & Other Licences**

- 29.1 The Owners Corporation(s) may grant the Vendor and/or the Developer:
  - 29.1.1 a lease and licence including but not limited to for the provision of information technology infrastructure relating to broadband services to the Development;
  - 29.1.2 a licence to host festivals, parties or other celebratory or promotional events in the roof top garden forming part of the Common Property;
  - 29.1.3 a licence to place and maintain sale signs, insignias, logos and other fixtures and fittings for marketing purposes on the Common Property; or
  - 29.1.4 allow the Vendor and/or the Developer's representatives and their invitees to conduct selling activities from a Lot, if not sold prior to completion, which will serve as a display unit,

provided the Vendor and the Developer use their best endeavours to minimise disturbance and inconvenience to others Members' or Occupiers' use of the Common Property and at all times acts honestly and in good faith and with due care and diligence in the interests of the Owners Corporation(s).
- 29.2 A Member or Occupier of the Lot must not hinder or impede the Vendor or the Developer from exercising their rights under any agreement entered into under this Rule.
- 29.3 The Owners Corporation(s) must procure all the necessary consents and resolutions to give effect to the matters set out in this Rule 29.
- 29.4 A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation(s) which would impede the powers of the Owners Corporation(s) under this Rule 29.

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**30. Enforcement of Domestic Building Contract**

- The Member acknowledges and agrees that for the purpose of its obligations under the Act:
- 30.1 reasonable steps to enforce any Domestic Building Contract include:
    - 30.1.1 the making of a demand in writing to the builder under any Domestic Building Contract to comply with the terms of the Domestic Building Contract and/or rectify any breach of the Domestic Building Contract;
    - 30.1.2 the exercise of any right under the Domestic Building Contract to withhold any payment to the builder or have recourse to any security provided by the builder under the Domestic Building Contract;
    - 30.1.3 the settlement of any dispute under any Domestic Building Contract between the original owner and the builder on terms acceptable to the original owner; and
    - 30.1.4 any other enforcement action the Initial Owner considers appropriate in the circumstances; and
  - 30.2 the Members must pay or reimburse the Initial Owner its portion of any enforcement relative to its lot liability.



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**31. Complaints and Disputes**

- 31.1 Any Dispute must be dealt with at first instance in accordance with this Rule 31.1.
- 31.2 A party to a Dispute must not initiate legal proceedings or complain to the Director in respect of the Dispute unless it has first complied with the dispute resolution procedure set out in this Rule 31.2.
- 31.3 The party making the complaint must in the first instance notify the Manager, or where the Manager is the subject of or involved in the Dispute, the Committee, of the Dispute in writing. The Manager must refer any complaint it receives to the Committee. Upon receipt of a complaint referred by the Manager or received directly from a Member or Occupier, the Committee will then decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether to:
  - 31.3.1 arrange a meeting between the parties to resolve the Dispute; or
  - 31.3.2 waive the requirement for the parties to meet.
- 31.4 Notwithstanding the course of action elected by the Committee under Rule 31.3, the parties must consult with one another in good faith and use their best endeavours to resolve the Dispute to the mutual satisfaction of both parties without resort to legal proceedings or other avenues of dispute resolution.
- 31.5 Without limiting the generality of this Rule 31.4, where no formal complaint is made by a Member or Occupier and the Owners Corporation(s) otherwise becomes aware of a Dispute, the Owners Corporation(s) (through the Manager or the Committee or otherwise) may decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether:
  - 31.5.1 arrange a meeting between the parties to resolve the Dispute; or
  - 31.5.2 waive the requirement for the parties to meet.
- 31.6 If the parties are unable to resolve the Dispute within 30 days (or such other period as the Committee thinks fit) of the meeting arranged pursuant to Rule 31.3.1 or 31.5.2, the parties may revert to the dispute resolution mechanisms set out in the Act or other Law.

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**32. Restrictions – Trade or Business**

- 32.1 The Member or Occupier must not use or permit others from using that Lot or any part of the Common Property for any trade, business or other commercial use unless that Lot is a Commercial Lot, without the express written consent of the Owners Corporation(s).
- 32.2 If authorized to do so by the Owners Corporation(s), the Member or Occupier of any Lot may carry on a trade, business or other commercial use from the relevant Lot, provided:
  - 32.2.1 the planning scheme of the relevant Authority governing the use of that Lot permits the trade, business or other commercial use to be carried on from the Lot; and
  - 32.2.2 any requirements in respect of the trade, business or other commercial use stipulated by any relevant Authority from time to time are complied with; and
  - 32.2.3 the trade, business or other commercial use can be carried on and is carried on without causing undue nuisance or, creating a greater security risk to the Members and Occupiers of other Lots.



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32.3 This Rule 32 does not apply to a Lot used for Commercial Purposes.

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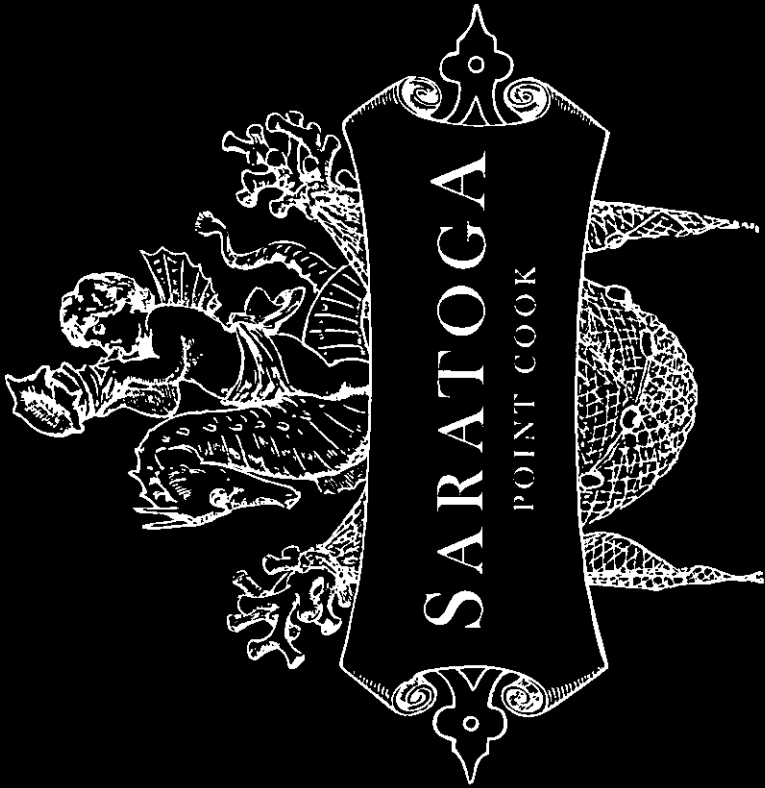
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# Schedule 1      Design Guidelines

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**DESIGN GUIDELINES**



SARATOGA  
POINT COOK

DESIGN GUIDELINES



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THE VISION

The vision for housing at Saratoga aspires to a high quality, modern approach to home construction and urban design. This vision is supported by building and design guidelines that establish a straightforward yet formal framework for the review and approval of building plans, ensuring that all homes are designed and built to exacting standards.

With a genuine commitment to promoting intelligent and sustainable building practices, these guidelines encourage individuality and innovation in the design and construction of modern, light filled and environmentally sensitive homes. This philosophy ensures your neighbours build with a similar standard of quality as your own; enhancing the visual appeal of the estate collectively and protecting the long term value of your investment.

DESIGN GUIDELINES

SARATOGA  
POINT COOK

TABLE OF CONTENTS

1.0 INTRODUCTION	
The Design Guidelines	1
The Approval Process	1
Covenants	1
Statutory Obligations	1
2.0 THE DESIGN GUIDELINES	
Site Planning	2
Site Coverage & Building Heights	2
Setbacks	3
Architectural Character	4
- Façade Assessment	4
- Dwelling Design	4
- Corner Expression	4
- Architectural Detailing	5
- Roofs	5
- Materials	5
- Colour Schemes	5
- Garages	5
- Driveways	5
- Main Boulevard Lots	5
2.0 THE DESIGN GUIDELINES (CONT)	
Fencing	6
Landscaping	7
Ancillary Items	8
Maintaining the lot	8
3.0 COLOUR PALETTES	9
4.0 SUBMITTING TO THE SDRC	
Submission Information	11
Application Form	12

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DESIGN GUIDELINES

SARATOGA  
POINT COOK

1.0 INTRODUCTION

THE DESIGN GUIDELINES

In order to achieve a high quality of design and construction at Saratoga, specific safeguards have been implemented by the developer in order to protect the interests of all residents.  
The Design Guidelines also serve as reassurance for residents expecting a high quality of built form by minimizing the potential risk of disharmony occurring between neighbouring dwellings.  
These Design Guidelines may be amended on occasions at the developer's discretion to reflect changes in design trends or to coincide with the release of later stages.

THE APPROVAL PROCESS

Approval is required from the Saratoga Design Review Committee (SDRC), administered by architects Shelton Finnis on behalf of the developer, for the construction of all new dwellings, garages, fences, sheds and any other structures on any allotment within Saratoga.  
Upon receiving approval from the SDRC, the applicant must then obtain building approval for the dwelling from the Local Council / independent Building Surveyor and/or any other governing authority. It is the responsibility of the applicant to ensure all proposed works meet relevant authority approvals and the required permits are obtained.  
The role of the SDRC is to ensure that all proposed works are compliant with the Design Guidelines. The Design Guidelines should be read in conjunction with the Saratoga Covenants, which are outlined in the sales contract.

COVENANTS

In conjunction with these Design Guidelines, additional covenants have been created requiring that built forms and other related standards of performance are observed and specific criteria are met in the development of Saratoga. These covenants will take the form of Restrictions noted on the Plan of Subdivision and Memorandums of Common Provisions (MCP).  
In the event that requirements under the Design Guidelines contradict covenants defined within the Plan of Subdivision or the MCPs, the Plan of Subdivision or the MCP will prevail.  
From time to time additional MCPs may be created for the purpose of including specific covenants and Building Envelopes as required by council and the developer.

STATUTORY OBLIGATIONS

Together with the Design Guidelines and Covenants, it will be purchasers' responsibility to ensure all submitted documents comply with the relevant Building Code/s, Rescode and all other planning and authority requirements, along with relevant current governing energy rating standards prior to construction.

If the design submission does not comply with the Design Guidelines, the SDRC will advise the applicant of the reasons why it is non-compliant and the amendments that must be made. Applicants will then be required to submit amended plans in order to gain approval.  
The final decision of all aspects of the Design Guidelines will be at the discretion of the SDRC. Please refer to section 4.0 at the rear of this document for further information regarding the approval process.



## 2.0 THE DESIGN GUIDELINES

### SITE PLANNING

- PRINCIPLES**
- To encourage sustainable design through correct orientation and siting
  - To encourage energy efficient designs that will lead to reduced resource consumption
  - To maximise quality solar access to external and internal living areas
  - To maximise north orientation to living areas and private open space
  - To maximise solar access and penetration during winter months
  - To minimize solar access and penetration during the summer months

### CONTROLS

- Dwellings must achieve the minimum energy rating requirements presently governing all residential dwellings
- All dwellings must install a minimum 2000L capacity watertank or;
- A solar generated hot water system

### SITE COVERAGE & BUILDING HEIGHTS

#### PRINCIPLES

- To ensure a consistent scale of buildings throughout the community
- To ensure dwelling size is in proportion with lot size
- To minimize overshadowing and overlooking to adjoining lots

#### CONTROLS

- Total site coverage must not exceed 60%. In the event that site coverage exceeds 60%, written consent must be obtained from the SDRC before proceeding with the Council approval process.
  - Dwellings on lots 400m<sup>2</sup> or less must have a minimum floor area of 110m<sup>2</sup>
  - Dwellings on lots 401m<sup>2</sup>-500m<sup>2</sup> must have a minimum floor area of 130m<sup>2</sup>
  - Dwellings on lots exceeding 500m<sup>2</sup> must have a minimum floor area of 160m<sup>2</sup>
- Minimum floor area excludes garages, porches, verandahs, balconies and any alfresco areas. Duplex lots, medium density lots and lots under 300m<sup>2</sup> are excluded from this control
- A maximum of 2 storeys is permitted, with a maximum height of 9m above natural ground level
  - Single storey dwellings must not exceed 6m in height above natural ground level
  - All dwelling heights must comply with the requirements of ResCode as well as any other governing authority requirements

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**DESIGN GUIDELINES**

**SARATOGA**  
POINT CODE

**INTRODUCTION**

**SETBACKS**

**PRINCIPLES**

- To allow for separation between buildings and public spaces
- To provide suitable and useable private open space
- To allow for sufficient vehicle access and parking

**CONTROLS**

**Front**

- A minimum of 4.5m and a maximum of 5.5m from the front boundary
- Porch and verandah elements less than 3.6m in height above natural ground level can encroach into the minimum front setback by up to 1.5m

**Sides**

- A minimum of 1.0m for single storey dwellings
- A minimum of 1.8m for double storey dwellings
- A minimum of 2.0m from the secondary street boundary for corner lots

- Garages may be built on the boundary

- Dwellings may be built on one side boundary for lots with a frontage of 10m or less. A minimum 1.0m setback must be maintained from the remaining side boundary (excluding garages)

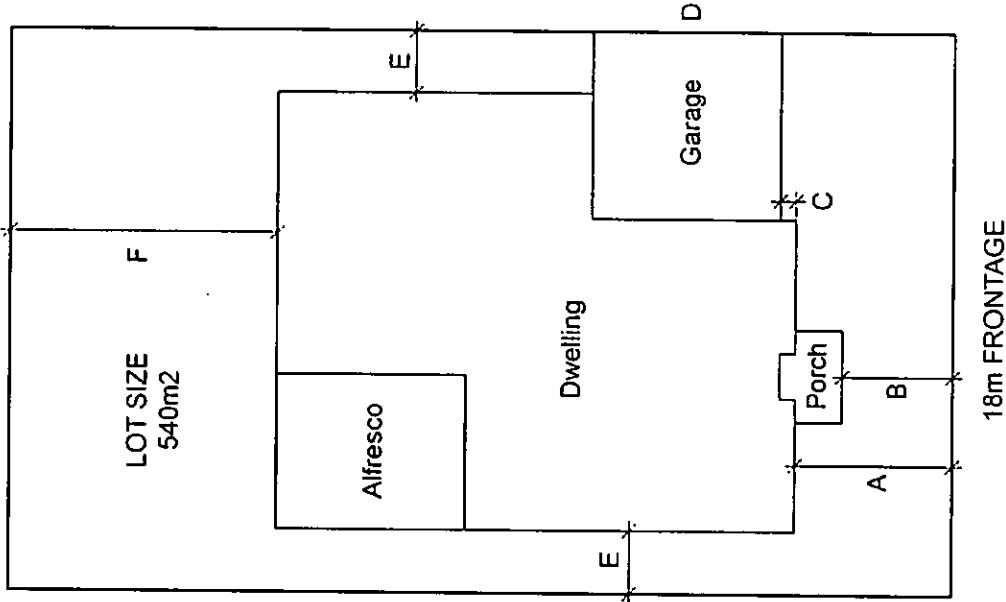
**Rear**

- A minimum of 3.0m from the rear boundary

**Garages**

- Garages must be setback behind the dwelling by a minimum of 0.5m

All dwelling setbacks must comply with ResCode and any other governing authority/Council requirements.



**A - DWELLING SETBACK:**

A minimum of 4.5m and a maximum of 5.5m from the front boundary

**B - PORCH SETBACK:**

Porch elements less than 3.6m may encroach into the minimum 4.5m dwelling setback by up to 1.5m. Any element exceeding 3.6m must be setback at a minimum of 4.5m

**C - GARAGE SETBACK FROM DWELLING**

Garages must be setback a minimum of 0.5m behind the dwelling

D - Garages may be built on the boundary in accordance with ResCode

E - Dwellings must be setback a minimum of 1.0m from both side boundaries (excluding 10m frontages)

**F - REAR SETBACK**

A minimum of 3.0m from the rear boundary

**MINIMUM DWELLING SIZE:**

160m<sup>2</sup> excluding garage, porch and alfresco area (lot size exceeds 500m<sup>2</sup>)

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## 2.0 THE DESIGN GUIDELINES

## ARCHITECTURAL CHARACTER

## PRINCIPLES

- To produce streetscapes that maximize the amenity and appeal of public spaces including streets and parks
- To produce and maintain a high quality of contemporary built form and landscape
- To ensure visual consistency within the streetscape
- To encourage the utilization of a variety of materials and finishes

## CONTROLS

## Façade Assessment

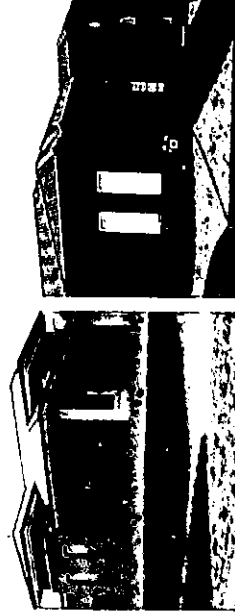
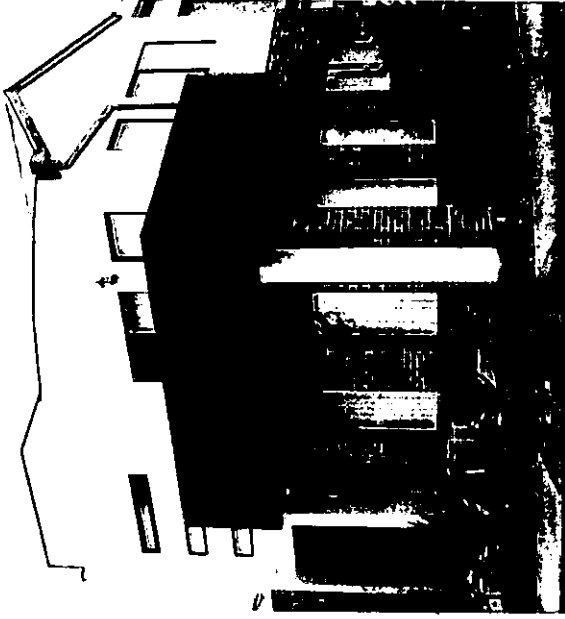
- The SDRC will assess each submission against homes nearby. Two dwellings of the same front facade shall not be built within three house lots of the original lot. This includes lots either side, opposite and encompassing other street frontages where applicable
- The above provision will not apply to integrated housing developments, terrace allotments less than 300m<sup>2</sup>, or allotments as nominated by the developer

## Dwelling Design

- Dwelling designs must be of a contemporary nature - traditional features prominent in styles such as Federation, Victorian and Colonial are not permitted
- Dwellings must provide an entry clearly legible from the street
- Dwellings must be designed to address the street and provide windows to living areas that overlook the street
- Dwellings are to be the dominant form, with elements such as garages and fencing to be secondary features

## Corner Expression

- Dwellings on corner lots must address both frontages. The portion of the secondary frontage visible from the street must include a minimum of 1 window, with articulation, material variation and pergola elements also strongly encouraged
- It will be at the discretion of the SDRC to determine acceptable corner treatment for each corner lot submission



examples of acceptable corner treatment



## 2.0 THE DESIGN GUIDELINES

## ARCHITECTURAL CHARACTER

## CONTROLS (CONT.)

## Architectural Detailing

- Entry features such as porches and verandahs must be used to provide detail and interest that adds character to the street
- Where used, pergola structures should appear as an extension of the dwelling and be used to provide a spatial link between internal and external living areas
- Where used, balconies should enhance the design of elevations and provide additional opportunities to overlook the street or public places; however, they should not compromise the privacy of adjoining lots.

## Roofs

- Buildings must provide a varied roof form to break up the visual mass
- Roof finishes must be non-reflective
- A minimum 450mm eaves are encouraged to facades

## Materials

- Predominantly, external walls must be face brick or a rendered finish
- Other cladding materials, such as feature stone or timber, can be used as secondary materials

## Colour Schemes

- All finishes must be consistent with the intent as displayed by the colour palette. For example, earthy, natural tones punctuated with accent or highlight colours. Refer to section 3.0

## Garages

- Lock up vehicle accommodation in the form of an enclosed garage must be provided
- Garages must be setback a minimum of 0.5m behind the dwelling
- Garages must not be wider than the dwelling
- Garage door/s must be panel lift, sectional or a similar contemporary style. No roller doors will be permitted to the street frontage.

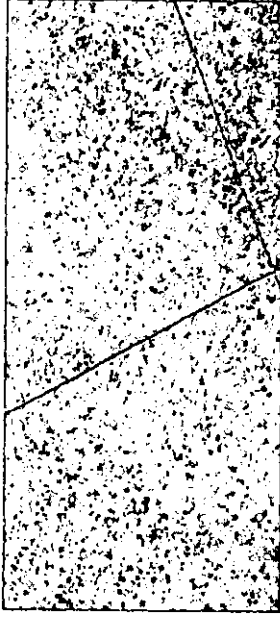
- Additional storage space should be provided within the garage to minimise the need for additional outbuildings

## Driveways

- Driveways must not dominate the streetscape
- Driveways must be setback 400mm from the nearest side boundary to allow for landscaping
- Driveways must be constructed of masonry pavers, coloured concrete, concrete with exposed aggregate or fixed granular surfaces. Plain concrete will not be permitted within public view

## Main Boulevard Lots

- Dwellings facing the main boulevard must also comply with the 'architectural character' requirements. In addition to these requirements, dwellings facing the main boulevard must be double storey – no single storey dwellings are permitted.



Permitted driveway finishes



## 2.0 THE DESIGN GUIDELINES

### FENCING

#### PRINCIPLES

- To ensure that fencing is a secondary element to the dwelling
- To create a point of consistency within the community while highlighting the character of each individual dwelling

#### CONTROLS

##### Front

- No front fencing is permitted

##### Side & Rear

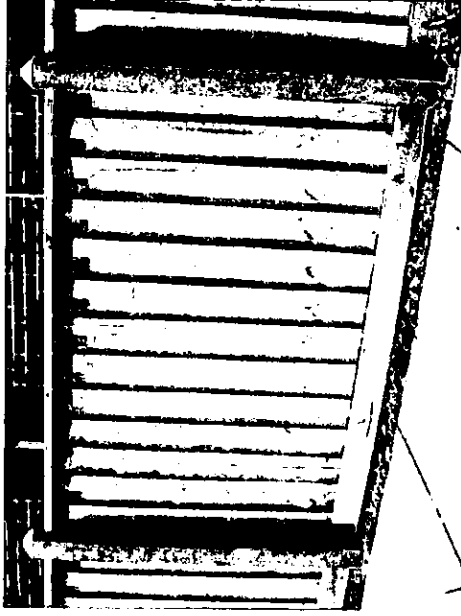
- Must be 1.8m in height and constructed of timber palings, with capping and exposed posts to both sides. Side fences must be setback a minimum of 1.0m behind the dwelling

##### Corner lots

- Fencing to the secondary street boundary must be setback a minimum of 3.0m behind the closest corner of the front façade. As a minimum standard, fencing to the secondary street boundary must be constructed of timber palings, with capping and exposed posts to both sides. Alternative styles of fencing may be submitted to the SDRC for approval.

##### Wing

- Wing fencing must be constructed from horizontal timber slats or similar, to a height of 1.8m. Any variation in materials must be approved by the SDRC.



Standard boundary fencing



DESIGN GUIDELINES

SARATOGA  
POINT COOK

2.0 THE DESIGN GUIDELINES

LANDSCAPING

PRINCIPLES

- To enhance the appeal of individual dwellings and the streetscape in general
- To create a streetscape that demonstrates native and indigenous character, consistent appearance and quality presentation

CONTROLS

Front Landscaping

- Front landscaping must be completed within 30 days of receiving your Certificate of Occupancy.
- Front landscaping must be of a contemporary design in order to enhance the architecture of the dwelling
- Front landscaping is encouraged to be environmentally sensitive by utilising appropriate drought tolerant plants, organic mineral mulches and drip irrigation systems
- At least 50% of front landscaping (excluding driveways and paths) must be of a permeable surface using materials such as pebbles, sand, mulch and/or bark
- Any retaining walls within public view are limited to a height of 0.5m and must be constructed using materials such as tiles or timber that will enhance the landscaping theme

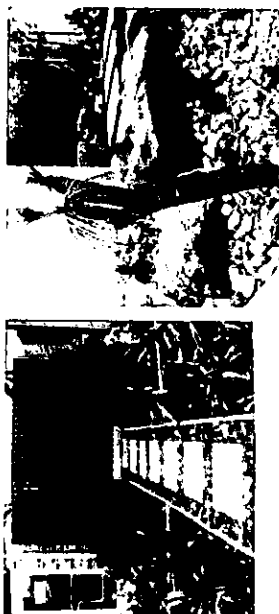
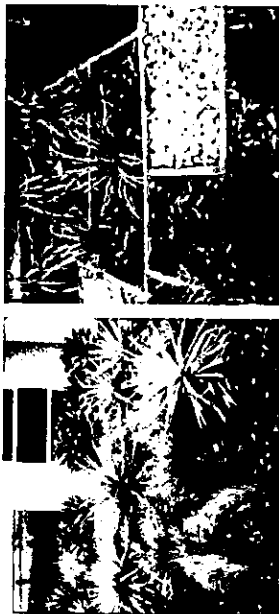
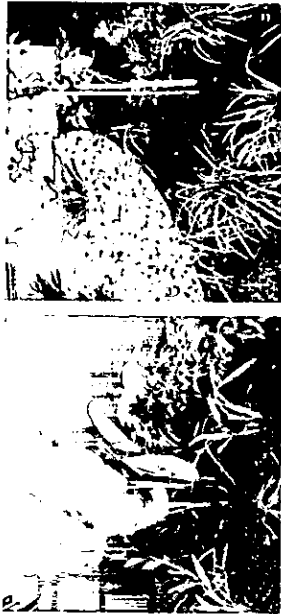
- Regular inspections will be undertaken to ensure that landscaping has been completed within the required time. Should your landscaping not be completed within the specified time, action may be taken to have this requirement met at the owners cost
- Extensions of time will only be considered in exceptional circumstances
- Front landscaping must be maintained to an acceptable level at all times. This will also be monitored by regular inspections

Rear Landscaping

- It is encouraged that equal attention is given to rear landscaping

Letterboxes

- Letterboxes must complement the appearance of the dwelling, and must be constructed from materials such as rendered masonry or timber
- Metal letterboxes supported by a single post or temporary letterboxes will not be permitted.



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Encouraged landscaping solution

## 2.0 THE DESIGN GUIDELINES

## ANCILLARY ITEMS

## PRINCIPLES

- To ensure, where possible, that ancillary items are screened from public view and finished to blend with the dwelling
- To ensure the location and design of any ancillary items will not adversely affect the amenity of neighbours

## CONTROLS

## Additional Buildings

- Sheds, if necessary, will be permitted where they are screened from public view. A maximum floor area of 20m<sup>2</sup> is permitted, unless sufficient justification can be made to the SDRC, in which case sheds will be assessed on their merits.
- Shed height must not exceed 2.4m at the perimeter, and 3.0m at the ridge/line of the roof.
- Sheds must be constructed of an appropriate, non-reflective material. It is encouraged that the materials used are consistent with those of dwelling.
- Any proposed pergolas, decks or other extensions must be submitted to the SDRC for approval
- Carports may be permitted if located out of public view

## Services

- Air conditioners are to be located below the eaves line and screened from public view
- Evaporative cooling units must be of low profile, located towards the rear of the dwelling and colour matched to the roof
- Solar panels should be located out of public view. In the case that the most efficient position is within public view, solar panels will be assessed by the SDRC in regards to form and scale
- Provisions must be made for the storage of rubbish and recycling bins in areas that are accessible but not within public view
- Clotheslines must be located out of public view
- Rainwater tanks, hot water units, ducted heating units and similar services must also be screened or out of public view
- Roller shutters will not be permitted to windows

## Signs &amp; Advertising

- No signs including 'For Sale' signs may be erected by the Purchaser other than a 'Home for Sale' sign which may be erected after completion of construction of a dwelling.
- Builders signs may be permitted (600mm by 600mm maximum) during construction only and must be removed on completion of the building works
- No signs shall be erected on vacant lots
- Advertising signs are not permitted

## MAINTAINING THE LOT

## PRINCIPLES

- To ensure all allotments within Saratoga are maintained in line with the intended quality of built form and the overall vision for the community

## CONTROLS

## Heavy Vehicles

- Trucks or commercial vehicles 1 tonne, recreational vehicles and caravans shall be screened from public view when parked or stored.

## Maintenance

- The Purchaser shall not allow any rubbish including site excavations and building materials to accumulate on a lot (unless the rubbish is neatly stored in a suitably sized industrial bin or skip) or allow excessive growth of grass or weeds upon the lots.
- The Purchaser shall comply with any request of the Developer to clean up any rubbish, including site excavations and building material on adjoining land and if the Purchaser does not comply within 14 days of receiving a written notice then the Purchaser shall be liable to reimburse the Developer all costs, including administration costs incurred in the removal of such materials.



### 3.0 COLOUR PALETTES

#### BRICKS

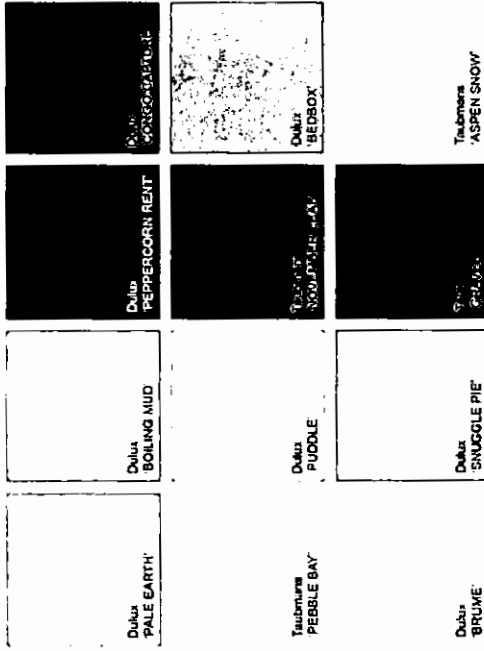
Bricks must be of a contemporary colour and style. Alternatives may be approved by the SDRC if they are considered to be complementary to the overall dwelling design and the streetscape. Generally, red and golden coloured bricks will not be permitted.



#### RENDER

Render colours must be consistent with those shown in the colour palettes, unless otherwise approved by the SDRC

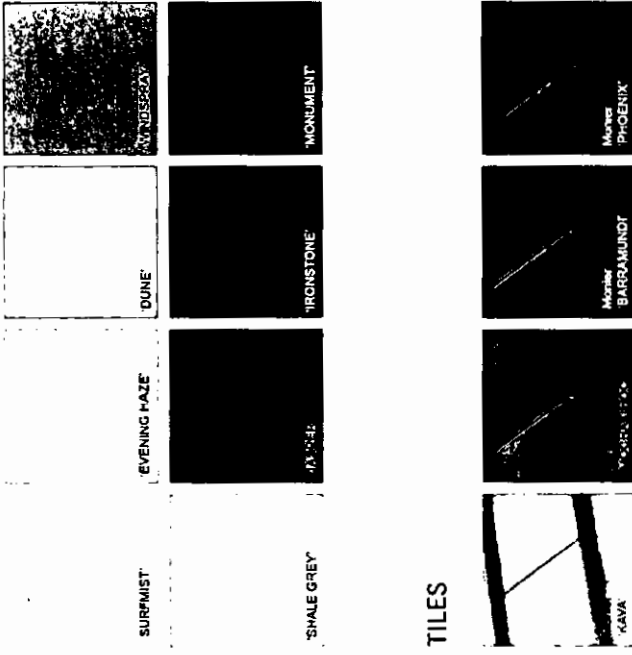
#### BASE COLOURS



#### ROOFS

Roof colours must be consistent with those shown in the colour palettes, unless otherwise approved by the SDRC

#### COLORBOND



#### TILES



Palette represents colours only. Other roof tile brands and profiles are permitted

#### ACCENT COLOURS



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### 3.0 COLOUR PALETTES

#### GUTTERS, FASCIA & DOWNPIPES

Gutters, fascia and downpipes must be consistent with or complementary to the colour scheme of the dwelling. All colorbond colours may be approved.

#### GARAGE DOORS

Timber look garage doors are encouraged; however, colorbond colours will also be permitted

#### WINDOW FRAMES

Window frames and any other cladding materials must also be consistent with or complementary to the colour scheme of the dwelling.

**OC015963C**

08/10/2012 \$55.10 OCR



## 1.0 SUBMITTING TO THE SDRC

### SUBMISSION INFORMATION

The SDRC may request the applicant to provide fully compliant and authority approved overshadowing and overflying diagrams for double storey dwellings as part of their submission requirements. It will be the responsibility of the applicant to ensure that all potential overflying and overshadowing issues are observed as per authority requirements.

Only a fully scaled set of application documents will be considered upon final submission to the SDRC. Prior to final submission, applicants may submit preliminary sitings or facades to the SDRC for feedback and comments.

The SDRC will endeavor to assess proposals in the shortest possible time and generally within 10 business days of receipt of a fully compliant application. The Vendor also reserves the right to request further information.

In order to make the approval process as efficient as possible for applicants, the SDRC is able to approve documents electronically and email the approved documents. This time saving measure only applies to emailed submissions. Submissions which are sent via the post will be returned to the applicant via the post.

It is preferred that submissions are sent via email; however, submissions may also be sent via the post.

Please submit the Application Form (see following page) and relevant documents to:

### EMAIL

saratoga@sheltonfinnis.com.au

Documents must be submitted in pdf format, with the maximum size limit per email being 10MB.

You must name the subject of your email appropriately, including the lot number and street name

### POST:

Saratoga Design Review Committee  
C/- Shelton Finnis Pty Ltd  
72 Bridport Street  
Albert Park VIC 3206



APPLICATION FORM

LOT NUMBER

OWNERS NAME/S

CONTACT NUMBER/S

BUILDER

APPLICANTS NAME

CONTACTS NUMBER/S

CURRENT POSTAL ADDRESS

EMAIL ADDRESS

DOCUMENTS TO BE SUBMITTED WITH THIS APPLICATION FORM TO THE SDRC:

1. Site Plan (minimum scale 1:200)

Must indicate all boundary setback dimensions, building envelopes, total site coverage and floor areas, north point, vehicle crossover, driveway, fencing details, any proposed outbuildings and/or retaining walls.

2. Floor Plans (minimum scale 1:100)

Must indicate key dimensions and window positions.

3. Elevations (minimum scale 1:100)

Must include all 4 elevations and indicate building heights, finished floor to ceiling levels, roof pitch, eaves depth, external finishes, existing ground levels and any excavation, fill and proposed finished ground levels. (Alternatively, some of the above information can be indicated on a cross section at a minimum scale of 1:100).

Note: Plans & elevations must also be submitted for any proposed decking, pergolas, patios, carports, sheds, swimming pools, BBQ areas or similar.

Note: If submitted via the post, all of the above must be provided in A3 format.

4. External Colour & Material Selection

Including brands, colour names and colour swatches where possible.

Is this a display home submission (please tick):

Yes  No

I/we believe that the submission documents comply with the Saratoga Design Guidelines and covenants, as well as all relevant Building Codes and governing authority/Council requirements.

SIGNED

DATE



**OWNERS CORPORATION CERTIFICATE**

***s.151(4)(a) Owners Corporations Act 2006 and r.16 Owners Corporations Regulations 2018***

**Owners Corporation 3 on Plan of Subdivision No. 643122Y  
Saratoga Townhouse, 2-10 Helmsman Walk, Point Cook VIC 3030**

This certificate is issued for: Lot 1306 on Owners Corporation 3 Plan No. 643122Y  
The postal address is: 56 Umbrella Way, Point Cook VIC 3030  
Applicant for certificate: Easy Link Conveyancing  
Delivery address for certificate: via email: [settlement2@easylinkconveyancing.com.au](mailto:settlement2@easylinkconveyancing.com.au)

**IMPORTANT:**

The information in this certificate is issued on 18/03/2026. We will provide an update in writing to the levy paid-to-date without additional charges if the request is made within 90 days of the certificate being issued. The request for update should be sent to [info@mocs.com.au](mailto:info@mocs.com.au). A new certificate should be obtained for if the previous certificate has been issued for more than 90 days. A new certificate is recommended prior to settlement.

- (a) The current annual fees for the above lots for the financial period 01/12/24 to 30/11/25 are payable quarterly in advance.

Levy Description	Amount Due	Due Date	Status
Quarterly Levy 01/12/24 to 28/02/25	\$670.35	01/12/24	Paid
Quarterly Levy 01/03/25 to 31/05/25	\$670.35	01/03/25	Paid
Quarterly Levy 01/06/25 to 31/08/25	\$737.39	01/06/25	Paid
Quarterly Levy 01/09/25 to 30/11/25	\$737.38	01/09/25	Paid
Quarterly Levy 01/12/25 to 28/02/26	\$737.38	01/12/25	Paid
Quarterly Levy 01/03/26 to 31/05/26	\$737.38	01/03/26	Paid

**IMPORTANT NOTE:**

Please note that the fees noted above are for financial period 01/12/24 to 30/11/25 (excl. quarterly levy 01/12/25 to 31/05/26). The budget and levy contributions for the new financial period commencing 01/12/25 have not yet been resolved at an AGM. The quarterly levy noted above for period 01/12/25 to 31/05/26 may be adjusted depending on the new budget/fees approved at the next AGM.

- (b) **The date up to which the fees for the lot have been paid:**  
31/05/26
- (c) **The total of any unpaid fees or charges (including Debt recovery & interest) for the lot is:**  
\$0.20 (Balance of Debt recovery \$55.00 due on 06/01/26).
- (d) **The special fees or levies which have been struck, the dates on which they were struck, and the dates they are payable are:**  
Nil.
- (e) **Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?**  
None known to the Manager as at the date of this certificate.
- (f) **The Owners Corporation presently has the following insurance cover:**  
A copy of the Certificate of Currency is attached to this Owners Corporation Certificate.
- (g) **Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act?**  
Yes. Please refer to attached certificate of currency. Please note only common property is covered under the Owners Corporation Insurance Policy for Owners Corporation 1. The owner must ensure that any improvements, including the Residence, constructed on the Lot are insured for full replacement value.
- (h) **The total funds held by the Owners Corporation as at 18/03/2026 are:**  
Refer to attached Balance Sheet.
- (i) **Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?**  
None known to the Manager as at the date of this certificate.
- (j) **Are there any current contracts, leases, licences or agreements affecting the common property?**  
- Contract of Appointment of Owners Corporation Manager with Melbourne Owners Corporation Services Pty Ltd.
- (k) **Are there any current agreements to provide services to lot owners, occupiers or the public?**  
None known to the Manager as at the date of this certificate.
- (l) **Are there any notices or orders served on the owner's corporation in the last 12 months that have not been satisfied?**  
None known to the Manager as at the date of this certificate.

**(m) Are there any legal proceedings to which the owner's corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings?**

None known to the Manager as at the date of this certificate.

**(n) Has the Owners Corporation appointed, or resolved to appoint, a manager?**

The appointed Owners Corporation Manager is:

Melbourne Owners Corporation Services Pty Ltd (ABN: 96 164 870 464)

PO Box 2228

HAWTHORN, VIC 3122

Phone: 03 9818 2488

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

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

The Owners Corporation has not appointed, or is seeking a proposal for the appointment of an administrator.

**(p) Documents required to be attached to the Owners Corporation Certificate are:**

- A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners";
- OC3 Balance Sheet;
- A copy of the Minutes of the Annual General Meeting;
- A copy of the Certificate of Currency;
- A copy of the Special Rules of the Owners Corporation.

**NOTE:**

More information on prescribed matters may be obtained from an inspection of the Owners Corporation Register by making written application to the Agent at the address listed below. This Certificate is issued on the following basis:

1. The information contained in this Certificate is correct to the best of the Manager's knowledge at the date it is given.
2. The information is subject to change without notice.

Date: 18/03/2026



On behalf of Owners Corporation 3 on Plan of Subdivision No. 643122Y

Lisa Loh

Melbourne Owners Corporation Services Pty Ltd

PO Box 2228, Hawthorn, VIC 3122

## **Owners Corporation Statement of Advice and Information for Prospective Purchasers and Lot Owners**

### **Schedule 3, Regulation 17, Owners Corporations Regulations 2018**

#### **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 Use 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 ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.**

## Balance Sheet

### As at 30/11/2025

Owners Corporation 3 Plan No. PS643122Y

Saratoga Townhouses, 2-10 Helmsman Walk, Point Cook VIC 3030

	Current period
<b>Owners' funds</b>	
<b>Administrative Fund</b>	
Operating Surplus/Deficit--Admin	78,336.68
Owners Equity--Admin	(40,684.80)
	37,651.88
<b>Maintenance Fund</b>	
Operating Surplus/Deficit--Maintenance	0.00
	0.00
<b>Net owners' funds</b>	<b>\$37,651.88</b>
<b>Represented by:</b>	
<b>Assets</b>	
<b>Administrative Fund</b>	
Cash at bank--Admin	47,277.32
Prepaid Expenses--Admin	10,334.46
Receivable--Levies--Admin	2,018.05
Receivable--Levies (Special)--Admin	62.03
Receivable--Owners--Admin	221.20
	59,913.06
<b>Maintenance Fund</b>	
	0.00
<b>Unallocated Money</b>	
Cash at bank--Unallocated	3,242.59
	3,242.59
<i>Total assets</i>	63,155.65
<b>Less liabilities</b>	
<b>Administrative Fund</b>	
Accrued Expenses--Admin	8,569.67
Creditor--GST--Admin	1,280.42
Prepaid Levies--Admin	12,411.09
	22,261.18
<b>Maintenance Fund</b>	
	0.00
<b>Unallocated Money</b>	
Prepaid Levies--Unallocated	3,242.59
	3,242.59
<i>Total liabilities</i>	25,503.77
<b>Net assets</b>	<b>\$37,651.88</b>



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>HU0006149155</b>
<b>Policy Wording</b>	CHU RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	24/05/2025 to 24/05/2026 at 4:00pm
<b>The Insured</b>	OWNERS CORPORATION PLAN NO. PS 643122
<b>Situation</b>	2-10 HELMSMAN WALK POINT COOK VIC 3030

---

### Policies Selected

#### Policy 1 – Insured Property

Building: \$17,000,000  
Common Area Contents: \$170,000  
Loss of Rent & Temporary Accommodation (total payable): \$2,550,000

#### Policy 2 – Liability to Others

Sum Insured: \$20,000,000

#### Policy 3 – Voluntary Workers

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

#### Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

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

Sum Insured: \$1,000,000

#### Policy 6 – Machinery Breakdown

Sum Insured: \$50,000

#### Policy 7 – Catastrophe Insurance

Not Selected

#### Policy 8 – Government Audit Costs and Legal Expenses

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



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

Sum Insured: \$250,000

**Flood Cover is included.**

Date Printed

26/08/2025

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

# ENGINE PROPERTY GROUP

19 May 2025

PROPERTY NAME: Saratoga 643122Y-3

PROPERTY ADDRESS: 2-10 Helmsman Walk POINT COOK VIC 3030

OWNERS CORPORATION PLAN NO: 643122Y-3

## **NOTICE OF INTERIM DECISIONS**

Dear Lot Owner,

We write to you as the Owners Corporation Manager of 643122Y-3 in reference to the recent Annual General Meeting held on 27 March 2025.

At that meeting there was not a quorum present, which is at least 50% of the total votes or if 50% of the total votes is not available, the quorum is 50% of the total lot entitlements.

The meeting proceeded but all resolutions made are interim resolutions.

In accordance with the Owners Corporations Act, 2006, Section 78, notice of all interim resolutions and the minutes of the meeting at which the interim resolutions were made must be forwarded to all lot owners within 14 days of the meeting.

Please find attached the minutes of that meeting.

We draw your attention to Section 78, sub-sect (4) of the Owners Corporations Act, 2006: (4) 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 sub-section (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.

Please contact our office should you have any enquiries on 03 9235 9900 or [reception@enginepropertygroup.com.au](mailto:reception@enginepropertygroup.com.au).

Kind regards,

Lucas Taylor  
Head of Operations

Date of issue: 13 April 2025

# ENGINE PROPERTY GROUP

## MINUTES OF ANNUAL GENERAL MEETING

OWNERS CORPORATION PLAN NO: 643122Y-3

PROPERTY ADDRESS: 2-10 Helmsman Walk POINT COOK VIC 3030

An Annual General Meeting of the Owners Corporation was held:

<b>Meeting Date:</b>	27/03/2025		
<b>Meeting Location:</b>	remote attendance via Teams Video Conference		
<b>Time:</b>	Scheduled Time: 04:00 PM	Opened: 4:00pm	Closed: 4:31pm
<b>Lots Represented :</b>	<b>Lot</b>	<b>Member Name</b>	<b>Participation</b>
	Lot : 1301 (F)	Beatriz F S R & Anthony Matheson	In person
	Lot : 1303 (F)	Sebastian J K Rakowski	In person
<b>Additional Attendees :</b>	Lucas Taylor - Head of Operation - Engine Property Group		

### 1. Discussion Item 1

#### QUORUM

No quorum present

### 2. Discussion Item 2

#### ADOPTION OF MEETING RULES

That the meeting rules listed were adopted

### 3. Discussion Item 3

#### MEETING CHAIRPERSON

It was resolved to appoint Lucas Taylor as meeting chairperson.

# ENGINE PROPERTY GROUP

## 4. Motion 4

### CONFIRMATION OF MINUTES OF ANNUAL GENERAL MEETING

### Ordinary Resolution

It was resolved that the minutes of the previous Annual General Meeting held on 09 March 2023 be confirmed as true and correct - as enclosed.

**Motion CARRIED**

## 5. Motion 5

### FINANCIAL STATEMENTS

### Ordinary Resolution

It was resolved that the Statement of Financial Performance for the year ending 30 November 2024 as attached to the notice of meeting be received and adopted.

Members Administration Fund Closing Balance : (\$40,684.80)

**Motion CARRIED**

## 6. Motion 6

### ADMINISTRATION FUND BUDGET

### Ordinary Resolution

It was resolved to receive and adopt the below mentioned Administration Fund Budget (excl. GST) for the year ending 30 November 2024 as approved by the Owners Corporation Committee on 26/11/2025.

Administration Fund Budget: \$97,500.00 (exc. GST)

**Motion CARRIED**

## 7. Motion 7

### ADMINISTRATION LEVY - QUARTERLY

### Ordinary Resolution

It was resolved that the fees be set in accordance with Section 23(3) of the Owners Corporations Act 2006, based on units of liability and that the fees be paid in advance in quarterly instalments, the first such instalment being due on 01 December 2024 and subsequent instalments being due on the first days of March, June and September 01/12/2024 - 30/11/2025.

**Motion CARRIED**

# ENGINE PROPERTY GROUP

## 8. Motion 8

### ADMINISTRATION LEVY - CONTINUATION

### Ordinary Resolution

It was resolved that in the event that the time between annual general meetings exceeds twelve months, that the current annual fees continue to be charged at the current amount per lot into the next financial year until such time as that next financial year's budget is adopted.

**Motion CARRIED**

## 9. Discussion Item 9

### REPORTS

Received the Portfolio Executive report.

## 10. Motion 10

### INSURANCE

### Ordinary Resolution

The Owners Corporation is to note that the insurance policy is in place, see attached Certificate of Currency.

It was resolved that the Owners Corporation accepts the financial services provided by the Manager as disclosed in the attached Honan Financial Services Guide.

Application of Excess:

Ownership of causation of damages or loss is responsible to pay the excess.

Private Property: The Owner is responsible for payment of the insurance excess.

Common Property: The Owners Corporation is responsible for payment of the insurance excess.

**Motion CARRIED**

## 11. Motion 11

### INSURANCE RENEWAL

### Ordinary Resolution

It was resolved that the Owners Corporation subject to a periodic valuation obtains quotations for the renewal of the insurance policy each year and that the quotations for renewal are forwarded to the Owners Corporation Committee for approval prior to renewal each year. That the Manager is authorised to place insurance in accordance with the broker's recommendation if instructions are not received from the Owners Corporation by the renewal date.

**Motion CARRIED**

# ENGINE PROPERTY GROUP

## 12. Motion 12

### INSURANCE SPECIAL LEVY

### Ordinary Resolution

It was resolved that the Manager be authorised to raise a levy to fund the insurance premium if there are insufficient funds to meet the insurance premium expenditure so as to ensure that the Owners Corporation has insurance cover that meets the requirements of the Owners Corporations Act 2006.

**Motion CARRIED**

## 13. Motion 13

### ELECTION OF COMMITTEE

### Ordinary Resolution

On behalf of the Owners Corporation, we wish to thank the existing committee for their effort and service since the last Annual General Meeting.

It was resolved to elect the previous Committee in accordance with Part 5 of the Owners Corporations Act 2006 for Owners Corporation No 3.

**Motion CARRIED**

## 14. Motion 14

### ELECTION OF OFFICE BEARERS

### Ordinary Resolution

It was resolved that in accordance with Part 5 of the Owners Corporations Act 2006, Office Bearers will be elected at the first Committee Meeting.

**Motion CARRIED**

## 15. Motion 15

### DEBT RECOVERY

### Ordinary Resolution

It was resolved that the Manager arrange for the issue of legal proceedings at VCAT or a competent court of jurisdiction against the owners of lot(s) with arrears and for all collection costs to be levied to those lots.

**Motion CARRIED**

# ENGINE PROPERTY GROUP

## 16. Motion 16

### **PENALTY INTEREST**

### **Ordinary Resolution**

It was resolved to charge interest at the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983, on the money owed by a Member to the Owners Corporation one month after the due date for fees and charges set under Section 23 & 24 of the Owners Corporations Act 2006 and on any other amount payable by a lot owner to the Owners Corporation such interest to apply from the due date unless the Committee in any particular case elect to waive the payment of interest.

Current Interest Rate is set at 10% - This is indexed each year.

### **Motion CARRIED**

## 17. Discussion Item 17

### **HEALTH AND SAFETY**

Members are advised that smoke alarm installed must be maintained and in working order. Batteries must be replaced at a minimum of every 12 months. It is a lot owners responsibility to ensure the necessary testing is undertaken on a routine basis . Should the residence be tenanted, owners should ensure their managing agent arranges for the annual testing on your behalf.

Members are reminded to advise any occupants of the Owners Corporation Rules. Should you require a copy they are available on the portal.

Please notify the Building Manager or Portfolio Executive if any possible hazard is observed. This could be a slip or trip issue, public stairwell or corridor lighting, exit lighting etc.

## 18. Discussion Item 18

### **GENERAL BUSINESS**

- Waste Management - investigate if this can become a council collection area over private waste contractor
- Landscaping - awaiting quotes
- Security of premises.

Lucas Taylor  
Head of Operation

Date of issue: 13 April 2025



# Imaged Document Cover Sheet

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## Owners corporation notification of making rules

Section 27E(1) Subdivision Act 1988 (when lodged with Plan)



**Lodged by**

Name: MADGWICKS LAWYERS  
Phone: 03 9242 4744  
Address: 6/140 WILLIAM STREET, MELBOURNE, VIC, 3000  
Reference: 027516  
Customer code: 1168C

---

Applicant: (full name and address, including postcode)

C.A. & C.A. BALLAN PTY LTD OF 620 DUNCANS ROAD, WERRIBEE SOUTH, VICTORIA, 3030

---

Plan no.: PS643122Y/S13      Owners corporation no.: 643122Y/13

---

A copy of the proposed rules of the owners corporation is provided.

Signing:

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Page 1 of 2

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## Owners corporation notification of making rules

Section 27E(1) Subdivision Act 1988 (when lodged with Plan)



### Certifications

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

Executed on behalf of C.A. & C.A. BALLAN PTY LTD  
Signer Name JAMES CHRISTODOULAKIS  
Signer Organisation MADGWICKS  
Signer Role AUSTRALIAN LEGAL PRACTITIONER

Signature

Execution Date

28/11/17

**James Christodoulakis**  
6th Floor, 140 William St, Melbourne. Vic. 3000  
An Australian Legal Practitioner  
within the meaning of the  
Legal Profession Uniform Law (Victoria).

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# MADGWICKS

*Lawyers*



Date            /            /

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**Owners Corporation Rules**

**Saratoga, Point Cook**

**Owners Corporation No. 3 on PS643122Y**

**Madgwicks**  
LAWYERS  
ABN 82 199 611 971  
Level 33, 140 William Street  
Melbourne VIC 3000  
Australia



Telephone: +61 3 9242 4744  
Facsimile: +61 3 9242 4777  
[www.madgwicks.com.au](http://www.madgwicks.com.au)  
[madgwicks@madgwicks.com.au](mailto:madgwicks@madgwicks.com.au)

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## Owners Corporation Rules

The *Owners Corporation Regulations 2007* detail the powers of the Owners Corporation(s), the general duties of members, meetings and administration of the Owners Corporation(s), insurance and other miscellaneous matters. These rules must be read in conjunction with the Regulations.

### 1 Definitions

---

In these rules:

**Act** means the *Owners Corporation Act 2006* (Vic) as amended from time to time.

**Authority** means any government or any public, statutory governmental, semi-governmental, local governmental, municipal or judicial body, entity or authority and includes a Minister of the Crown (in any right), and any person, body, entity or authority exercising a power pursuant to an Act of Parliament.

**Building Works** means all design, building and construction works.

**Committee** means the committee elected under section 100 of the Act.

**Common Property** means the Land and any improvements erected on the Land designed as common property No. 3 on the Plan.

**Developer** means Landsub Pty Ltd ACN 146 207 730 or a Related Body Corporate responsible for the development of the Land and creation of Lots and includes its successors and assigns and where it is consistent with the context includes the Developer's employees, agents, contractors, sub-contractors and the invitees and persons the Developer allows on the Common Property for the purposes of the Development.

**Development** means the development of the Land as a residential subdivision and townhouses known as Stages 13A and 13B, Saratoga.

**Director** means has the same meaning given to that term in the *Fair Trading Act 1999* (Vic).

**Dispute** means a dispute or other matter arising under the Act or Rules including a dispute or matter relating to:

- (a) the operation of the Owners Corporation;
- (b) an alleged breach by a Member or Occupier of an obligation imposed on that person under the Act or the Rules; or
- (c) the exercise of a function by a Manager in respect of the Owners Corporation.

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**Domestic Building Contract** means any domestic building contract within the meaning of the *Domestic Building Contracts Act 1995* (Vic) entered into by the Initial Owner.

**Governmental Agency** means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

**Initial Owner** has the same meaning as it has under the Act and where the context requires includes its successors and assigns.

**Land** means the land and improvements contained in the Plan and includes all the Lots and the Common Property.

**Law** means any law (including principles of law or equity established by decisions of courts) that applies in Victoria, and in any rule, regulation, ordinance, order, by-law, local law, statutory instrument, control, restriction, direction or notice made under a law by any Authority.

**Lot** means a lot shown on the Plan.

**Manager** means the person or entity for the time being appointed by the Owners Corporation as its manager under section 119 of the Act and where relevant includes the Manager's successors and assigns and where the context requires includes the Manager's officers, employees, agents, contractors, subcontractors and invitees.

**Maintenance Fund** means a fund or part of a fund used for implementation of the Maintenance Plan (if any).

**Maintenance Plan** means a maintenance plan (if any) established and approved by the Owners Corporation as contemplated by the Act.

**Member** means a member of the Owners Corporation(s) by reason of being the owner of a Lot for the time being and where the context requires includes an Occupier or their invitees.

**Occupier** means the person or entity authorised by the Member to occupy the designated Lot as tenant or licensee and where the context requires includes the Occupier's invitees.

**Owners Corporation** means the limited Owners Corporation No. 3 on the Plan.

**Owners Corporation No. 1** means the unlimited Owners Corporation No. 1 on the Plan.

**Owners Corporation No. 1 Rules** means the Rules for Owners Corporation No. 1 of which the Owners Corporation forms part.

**Plan** means Plan of Subdivision No. PS643122Y and includes any plans of subdivision for subsequent stages of the Development.

**Planning Permit** means any planning permit for the Development issued (or to be issued) and includes any variation, replacement or amendment thereto.

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**Plant Service Plan** means a plan established and approved by the Owners Corporation as contemplated by the Act.

**Regulations** means the *Owners Corporation Regulations 2007* (Vic) as amended from time to time.

**Related Body Corporate** has the same meaning given to that term in the *Corporations Act 2001* (Cth).

**Rule** or **Rules** means these rules which are for the purpose of the control, management, administration, use or enjoyment of the Common Property or any Lot as amended from time to time.

**Vendor** means CA & CA Ballan Pty Ltd ACN 006 578 972 and includes the Vendor's successors and assigns and where it is consistent with the context includes the Vendor's employees, agents, contractors, subcontractors and invitees.

## 2 Interpretation

---

2.1 Unless the context otherwise requires:

- (a) headings are for convenience only;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a natural person includes any company, partnership, joint venture, association or other owners corporation and a governmental authority;
- (d) a reference to a thing includes a part of that thing; and
- (e) 'including' and similar expressions are not words of limitation.

2.2 The obligations and restrictions in these Rules must be read subject to the rights, grants or privileges that may be given to any person or entity by the Owner's Corporation(s) from time to time and to the extent of any inconsistency, such rights, grants or privileges, must prevail over these Rules in respect of the person or entity to whom they are given.

2.3 In these Rules if:

- (a) a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and
- (b) it is not possible to read down a provision as required in this Rule, that provision is severable without affecting the validity or enforceability of the remaining part of that Rule or the other Rule.

2.4 Without limiting Rule 2.2, these Rules shall be read subject to the rights of the Vendor and/or the Developer to conduct marketing activities on the Common Property until all of the Lots are sold, including (without limitation):

- (a) allowing invitees to have access to the Common Property in the company of a representative of the Vendor or the Developer; and

- (b) placing and maintaining sale signs, insignia and other fixtures and fittings for marketing purposes on the Common Property.

2.5 In the event of a conflict between these Rules and any restriction(s) on the Plan, the restriction will prevail.

### **3 Relationship with Owners Corporation No. 1 Rules and Model Rules**

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If there is any conflict between these Rules and the Owners Corporation No. 1 Rules or the model rules prescribed under the Regulations, these Rules prevail.

### **4 Role and Functions**

---

4.1 The Owners Corporation is responsible for ensuring that appropriate rules, measures and procedures are established to govern issues common to the Members, including that the Common Property and/or a Lot are maintained for the benefit and enjoyment of all Members and Occupiers. The Owners Corporation exercises such responsibilities through enforcing the Rules and through holding regular committee meetings at which matters affecting the operation of the Common Property are resolved and advised to all Members.

4.2 The Owners Corporation must abide by the Rules, Act and Regulations, and in carrying out its functions and powers must act honestly and in good faith and exercise due care and diligence.

4.3 These Rules are for the purpose of the control, management, administration, use or enjoyment of the Common Property or a Lot and represent the interests of Members and Occupiers. The Rules may be added to, amended or revoked:

- (a) if a resolution is passed after a ballot or poll is taken and 75% of the total lot entitlements of all the Lots are in favour of such addition, amendment or revocation; or
- (b) if a resolution is passed in any other case and 75% of the total votes for all the Lots are in favour of such addition, amendment or revocation.

4.4 Under the Act and Regulations, the Owners Corporation is responsible for, amongst other things:

- (a) electing the Committee (if required);
- (b) establishing a Maintenance Plan and Maintenance Fund (if required);
- (c) establishing and maintaining an Owners Corporation Register;
- (d) taking out, maintaining and paying the premiums for insurance;
- (e) keeping proper accounts that cover the income, expenditure, assets and liabilities of the Owners Corporation and providing true reports of the financial situation of the Owners Corporation; and
- (f) preparing annual financial statements.

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**5 Provision of Services**

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The Owners Corporation must provide the following services:

- 5.1 the repair and maintenance of all Common Property including the private road and any gardens, trees, paved areas, carparking spaces and landscaping forming part of the Common Property;
- 5.2 any other service or facility provided by the Owners Corporation for the benefit of the Members;
- 5.3 the removal of graffiti to Common Property including, but not limited to, private roads, paved areas, carparking spaces, must be provided by the Owners Corporation within 30 days of the graffiti occurring; and
- 5.4 the repair and maintenance of the nominated on-street waste collection point.

**6 Vegetation**

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The Owners Corporation is responsible for the maintenance and watering of all vegetation, plants and trees in the Common Property.

**7 Use of Common Property**

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- 7.1 A Member must not (except to the extent that the Developer deems reasonably necessary or desirable for the carrying out or furtherance of the Development):
  - (a) do or allow to be done anything on the Common Property which causes a nuisance to or interferes with its lawful use by the Owners Corporation or other Members;
  - (b) do or permit anything which might cause structural damage to the Common Property;
  - (c) move any article likely to cause damage or obstruction through Common Property without first notifying the Manager in sufficient time to enable the Manager to arrange for a representative of the Owners Corporation to be present at the time of moving if it is considered necessary;
  - (d) interfere with the operation of any equipment installed on the Common Property without the prior written consent of the Owners Corporation;
  - (e) interfere with any personal property vested in the Owners Corporation;
  - (f) park or leave a vehicle or permit any vehicle to be parked or left upon the Common Property or in any place other than in a parking area specified for such purpose by the Owners Corporation;
  - (g) obstruct a driveway, carparking space or entrance to a Lot or any other road on the Land;
  - (h) when on Common Property (or if on any part of a lot so as to be visible from another Lot or from Common Property), fail to be adequately clothed

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and must not use language or behave in a manner likely to cause offence or embarrassment to the Member or Occupier of another Lot or to any person lawfully using Common Property;

- (i) deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of other Member or any person lawfully using the Common Property;
- (j) hold or allow to be held any public auction on or near the Common Property;
- (k) directly instruct any contractors or workmen employed by the Owners Corporation unless so authorised;
- (l) except with the consent in writing of the Owners Corporation, use for their own purposes as a garden any portion of the Common Property;
- (m) store, place, display or hang any chattel or item (including barbeques) on any part of the Common Property without the consent of the Owners Corporation;
- (n) 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;
- (o) do any act or thing or allow any act or thing to be done to the Lot or Common Property that may in any way damage or interfere with the use of cabling and ancillary equipment (**the electronic cabling**) installed or to be installed by the Developer and/or telecommunications provider on the Land in order to provide telephone service, cable television interest or other such telecommunications or electronic data or services. It is acknowledged that the electronic cabling (if any) remains the property of the Developer and/or any telecommunications provider.

7.2 A Member must notify the Owners Corporation or the Manager promptly when becoming aware of any damage to or defect in the Common Property or any personal property vested in the Owners Corporation.

**8 Use of Lot**

8.1 A Member must not do or permit anything on a Lot which may invalidate, suspend or increase the premium for any insurance effected by the Owners Corporation.

8.2 Each Member must:

- (a) maintain their Lot and must ensure that their Lot is so kept and maintained as not to be offensive in appearance nor a fire or health hazard to other members;
- (b) refrain from using balcony areas for drying of clothes or laundry purposes;
- (c) not attach advertising, promotional, sales or marketing signs to any walls, screens, fences, windows, vegetation, infrastructure plants within the Lot (including the balcony areas);

**OC037570Y**

28/11/2017 \$47.20 OCR



- (d) only erect or install satellite dishes, antennas, air conditioning units, cooling units, or solar panels on a location of the Lot which is consistent with the Plant Service Plan;
- (e) comply with all laws relating to the Lot including, without limitation, any requirement, notices and orders of any Governmental Agency; and
- (f) the removal of graffiti to private property must be removed by the property owner within 30 days of the graffiti occurring

**9 Planning Permit**

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A Member and Occupier acknowledges:

- 9.1 the requirements of the Planning Permit and the conditions in respect of garbage containers, clotheslines and air conditioning/cooling units referred to therein;
- 9.2 that each Member or Occupier must comply with the Planning Permit;
- 9.3 that the Owners Corporation or Manager may impose restrictions and rules in respect of garbage containers, clotheslines and air conditioning/cooling units to comply with the Planning Permit;
- 9.4 that each Member or Occupier must comply with any restrictions or rules imposed by the Owners Corporation as referred to in Rule 9.3.

**10 Section 173 Agreement - Private Waste Collection**

---

10.1 Prior to occupation of the premises, the owner of the subject land must, at no cost to the Responsible Authority, enter into an agreement (in a form satisfactory to the Responsible Authority) with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987.

The agreement must provide for:

- (a) The land is to be subject to private waste collection agreements in accordance with the endorsed Waste Management Plan and to the satisfaction of the Responsible Authority.

It is further required that this agreement must be registered at the office of titles pursuant to Section 181 of the Planning and Environment Act 1987. A copy of title showing the dealing number as issued by the office of titles must be provided to the Responsible Authority.

**11 Building Works to Lots**

---

11.1 A Member must before commencing any Building Works which affect the external façade of the Lot:

- (a) submit to the Owners Corporation for approval plans and specifications of any proposed Building Works;

**OC037570Y**

28/11/2017 \$47.20 OCR



- (b) supply to the Owners Corporation such further particulars of the proposed works as the Owners Corporation may request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic appearance of the façade of the Development;
- (c) receive prior written approval from the Owners Corporation to proceed with those specified Building Works; and
- (d) obtain and supply copies to the Manager of all requisite permits, approvals and consents under all relevant Laws.

11.2 The Member or Occupier must also supervise the carrying out of such Building Works and ensure that the following conditions are met:

- (a) the Building Works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience to other Members or Occupiers;
- (b) building materials are not stacked or stored in Common Property;
- (c) scaffolding is not erected on the Common Property or exterior of the Building;
- (d) construction work complies with all Laws of the relevant Authorities;
- (e) construction vehicles and construction worker's vehicles are not brought into, or parked on the Common Property except by prior arrangement with the Owners Corporation; and
- (f) the external façade of the Lot is at all times maintained in a clean and tidy state.

11.3 Where a Member or Occupier commissions Building Work in accordance with Rule 11.2, a representative of the Owners Corporation and the Member or Occupier may inspect the part of the Common Property which will be affected by the Building Works (for example, the area through which building materials will be transported) prior to commencing the Building Works to establish the state of repair of the Common Property and again after the Building Works have been completed to determine if any damage has been caused to the Common Property.

11.4 The Member must immediately make good all damage to, and dirtying of, the Common Property, the services thereof or any damage to fixtures fittings and finishes which are caused by such works. If the Member fails to immediately do so the Owners Corporation(s) may in its absolute discretion make good the damage and dirtying at the cost of the Member.

11.5 The Member must ensure that any improvements, including the dwelling, constructed on the Lot are insured for full replacement value as well as in accordance with all requirements of the Act and the Regulations.

**12 Private roads and other common property**

---

12.1 All Members must ensure that their car parking space and driveway (if applicable) and any visitor car parking spaces used by their tenants, invitees and guests are maintained, cleaned and free of oil and not used for any purpose other than parking a vehicle. The Owners Corporation reserves its right to clean or clear any area and charge the owner for the costs incurred.

12.2 A Member must not (except to the extent that the Developer deems necessary or desirable for the carrying out or furtherance of the Development):

- (a) park, cause or permit to be parked any caravan, campervan, boat, trailer, commercial vehicle or any other vehicle or structure determined by the Owners Corporation from time to time on any Lot or within the vicinity of a Lot, unless it is housed in a garage and is not visible from any part of the Common Property, road or the street; and
- (b) obstruct the private roadways, pathways, drives and visitor car parking in the Common Property and any easement giving access to the Land by any Member, the tenants, guests, servants, employees, agent, children, invitees, licensees of any member or used by them for any purpose other than the reasonable access to and from their respective Lots or the parking areas provided.



**13 Garbage Disposal**

---

A Member of a Lot must:

13.1 except where the Owners Corporation provides some other means of disposal of garbage, maintain within their Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, a numbered receptacle for garbage and to keep such receptacle in a clean and tidy condition and not visible to the public except on the evening prior to and on days designated for rubbish collection within the designated collection area;

13.2 comply with all requirements of Governmental Agencies relating to the disposal of garbage; and

13.3 ensure that rubbish does not accumulate on their Lot, and that the health, hygiene and comfort of other Members is not adversely affected by their disposal of garbage.

**14 Behaviour of invitees**

---

14.1 The duties and obligations imposed by these Rules upon a Member of a Lot must be observed not only by the Member but also by the guest, servants, employees, agents, children, invitees and licensees of the Member or the Occupier of their Lot (**Invitees**).

14.2 A Member must take all reasonable steps to ensure that their Invitees only park their vehicle in the Member's carparking space or driveway (if applicable) or any carparking space allocated for visitor parking and do not behave in a manner likely to interfere with the peaceful enjoyment of any Member or Occupier of another Lot or of any person lawfully using the Common Property.

- 14.3 A Member is liable to compensate the Owners Corporation for all damage to the Common Property or personal property vested in it caused by a breach of Rule 14.1 and 14.2.
- 14.4 Where the Owners Corporation expends money to make good damage caused by a breach of the Act, or of these rules by any Member or Invitees, the Owners Corporation can recover the amount so expended as a debt in action in any Court of competent jurisdiction from the Member of the Lot at the time when the breach occurred.

## 15 Owners Corporation Fees and Legal Costs

---

- 15.1 The Member must pay the fees set by the Owners Corporation to cover general administration and maintenance, insurance and other recurrent obligations quarterly in advance according to their lot entitlement.
- 15.2 The amount of the annual Owners Corporation fees which is payable by each Member will be established at each annual general meeting of the Owners Corporation.
- 15.3 Any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge.
- 15.4 The Member shall pay on demand by the Owners Corporation all legal costs on a solicitor-own client basis which the Owners Corporation pays, incurs or expends in consequence of any default by the Member in the performance or observance of any term, covenant or condition contained in these rules including but not limited to recovery of Owners Corporation contribution fees.
- 15.5 The Member must pay the electricity, municipal and other statutory rights and charges that are not separately assessed or apportionable against their Lot according to their lot entitlement.

## 16 Charges imposed on Members and Occupiers

---

- 16.1 Any payments to the Owners Corporation imposed on a Member or Occupier under the Rules, Act or Regulations will (until paid) be a charge on the Lot.
- 16.2 The Member or Occupier must accept a certificate signed by the Manager or a valid tax invoice issued by the Owners Corporation as prima facie proof of the costs and expenses incurred by the Owners Corporation(s) relating to any charge payable by a Member or Occupier pursuant to these Rules and must not make any claim or dispute the amount specified therein.
- 16.3 The Member or Occupier must pay interest at the rate prescribed under the *Penalty Interest Rates Act 1983* (Vic) on outstanding fees and charges set under the Rules, Act or Regulations until they are paid.
- 16.4 Any payments made for the purposes of these Rules, the Act or Regulations will 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.

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**17 Rights of entry**

---

A Member of a Lot, upon receiving reasonable notice from the Owners Corporation, must allow the Owners Corporation or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to their Lot for the purpose of carrying out works or effecting repairs on mains, pipes or wires or connection of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to their Lot or to any adjoining Lot or the Common Property.

**18 Security**

---

The Owners Corporation may make rules and regulations to ensure the security of the Land from intruders and otherwise with regard to the use and means of access to any roadways or carparking spaces created upon the Common Property.

**19 Consent of Owners Corporation**

---

A consent given by the Owners Corporation under these Rules will, if practicable, be revocable and may be given subject to conditions, including, without limitation, a condition evidenced by a minute of a resolution that the Member for the time being of the Lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

**20 Non-compliance with rules**

---

- 20.1 If a Member is in breach of these Rules including the refusal or failure to carry out repairs, maintenance or other works to the Member's Lot, the Member agrees that the Owners Corporation may serve the Member with a notice requiring the Member to carry out the necessary repairs, maintenance or other works. If the Member does not comply with the Notice to the satisfaction of the Owners Corporation within 28 days after the service of the Notice, the Member must allow the Owners Corporation, its employees, contractors or agents to enter the Lot and rectify the non-compliance.
- 20.2 The Owners Corporation may institute legal proceedings if a Member fails to comply with a notice served under Rule 20.1 within 28 days after the service of the notice, in a Court of competent jurisdiction to compel the Member to comply with these Rules.
- 20.3 The Member must pay to the Owners Corporation any charges incurred by the Owners Corporation relating to any non-compliance including, without limitation administrative costs, legal costs and the cost of any works performed to rectify any non-compliance which (until paid) are and will be a charge on the Lot.
- 20.4 The Member must accept a certificate signed by the secretary of the Owners Corporation as prima facie proof of the costs and expenses incurred by the Owners Corporation relating to the Member's non-compliance with these Rules.
- 20.5 The Member or Occupier must indemnify and keep indemnified the Owners Corporation on a full indemnity basis against any action, demand, cost, liability or loss incurred by the Owners Corporation as a consequence of any default by the

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28/11/2017 \$47.20 OCR



Member or Occupier in the performance or observance of any term, covenant or condition contained in these Rules or the Act including, without limitation administrative costs, legal costs, the cost of any works performed to rectify any non-compliance and the cost incurred by the Owners Corporation in recovering overdue charges from the Member or Occupier.

20.6 Nothing in Rules 20.1 to 20.5 in any way derogates from an Owner's obligation to comply with sections 48 – 50 inclusive and 128 – 137 inclusive of the Act.

**21 Rules Subject to Rights of the Developer**

---

21.1 These Rules do not apply to, and are not enforceable against the Vendor, the Developer or their mortgagees or chargees, for so long as any of the following apply:

- (a) the Vendor and/or the Developer and/or its equity partners (if any) is a Member or Occupier;
- (b) any mortgagee or chargee of the Vendor or the Developer has an interest in any Lot; or
- (c) the Vendor and/or the Developer and/or its equity partners (if any) is engaged in any action required to complete the Development,

where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Vendor, the Developer their mortgagees or charges may be engaged in or which may need to be carried out in order to complete construction of the any buildings and facilities comprised in the Plan or the Development.

21.2 Subject to Rule 21.6, the Vendor, the Developer and their equity partners (if any), their mortgagees and charges must be and are by this Rule, authorised by each and every Member of each and every Owners Corporation in the Plan and by each and every Owners Corporation in the Plan to:

- (a) progressively develop the Land in stages;
- (b) incorporate further land into the Plan to become part of the Development;
- (c) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development; and
- (d) erect for sale promotional advertising or other signs as the Vendor or the Developer may require on any part of the Common Property; and
- (e) grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Vendor or the Developer or their mortgagee or chargee thinks fit; and
- (f) use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works,

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provided that the Vendor, the Developer and any third party authorised by it under this Rule or any party to which it assigns all or part of the benefits of its rights under this Rule, uses its best endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property.

- 21.3 While the Vendor is the owner of any Lot it may:
  - (a) use any such Lot for display purposes;
  - (b) allow prospective purchasers of any Lot to inspect such display Lot; and
  - (c) use such signs, advertising or display material in or about the display Lot and Common Property as it thinks fit.
  
- 21.4 A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation(s) which would revoke this Rule 21 or contravene any right or reprieve afforded to the Vendor or the Developer under this Rule 21.
  
- 21.5 A Lot from time to time, owned and selected by the Vendor, may be used for the administration, management and related purposes by the Owners Corporation and/or any person appointed for such purposes by the Owners Corporation.
  
- 21.6 In exercising their rights under this Rule 21, the Vendor and the Developer must act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation and must have regard to the amenity of Members. The Vendor and the Developer must only exercise its rights to the extent necessary for the genuine Development. The Vendor and the Developer must not exercise their rights under this Rule to arbitrarily exclude the Owners Corporation or the participation of Members.

**22 Warranties, Novation, Assignment and entering into of Contracts**

---

- 22.1 The Vendor and/or the Developer may at their discretion enter into contracts (which includes without limitation, any agreement, lease or licence) relating to the Development, including, but not limited to:
  - (a) cleaning and maintenance of buildings and services of any Common Property;
  - (b) the maintenance, management and/or monitoring of all:
    - (i) landscaping, public areas and infrastructure; and
    - (ii) general maintenance matters, environmental health, public open space, heritage and occupational health and safety;
  - (c) agreements with third parties (to the extent that it is able and subject to compliance with all laws) for the exclusive right to provide the Development with services and utilities; and
  - (d) agreements with any Authority (including without limitation, Parks Victoria).

- 22.2 All Members acknowledge and agree that the Owners Corporation may be required by the Vendor or the Developer to accept, an assignment or novation of the Contracts referred to in Rule 22.1 at the first meeting of the Owners Corporation.
- 22.3 The Owners Corporation must maintain any contracts assigned or novated to it under this Rule 22 to the end of its current term.
- 22.4 All Members or Occupiers must contribute its proportion of the cost incurred by the Owners Corporation in complying with this Rule 22 relative to the lot liability on the Plan.

**23 Signage & Other Licences**

---

23.1 The Owners Corporation may grant the Vendor and/or the Developer:

- (a) a lease and licence including but not limited to for the provision of information technology infrastructure relating to broadband services to the Development;
- (b) a licence to place and maintain sale signs, insignias, logos and other fixtures and fittings for marketing purposes on the Common Property; or
- (c) allow the Vendor and/or the Developer's representatives and their invitees to conduct selling activities from a Lot, if not sold prior to completion, which will serve as a display unit,

provided the Vendor and the Developer use their best endeavours to minimise disturbance and inconvenience to other Members' or Occupiers' use of the Common Property and at all times acts honestly and in good faith and with due care and diligence in the interests of the Owners Corporation.

- 23.2 A Member or Occupier of the Lot must not hinder or impede the Vendor or the Developer from exercising their rights under any agreement entered into under this Rule.
- 23.3 The Owners Corporation must procure all the necessary consents and resolutions to give effect to the matters set out in this Rule 23.
- 23.4 A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation(s) which would impede the powers of the Owners Corporation under this Rule 23.

**24 Enforcement of Domestic Building Contract**

---

The Member acknowledges and agrees that for the purposes of its obligations under the Act:

24.1 reasonable steps to enforce any Domestic Building Contract include:

- (a) the making of a demand in writing to the builder under any Domestic Building Contract to comply with the terms of the Domestic Building Contract and/or rectify any breach of the Domestic Building Contract;



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28/11/2017 \$47.20 OCR



- (b) the exercise of any right under the Domestic Building Contract to withhold any payment to the builder or have recourse to any security provided by the builder under the Domestic Building Contract;
- (c) the settlement of any dispute under any Domestic Building Contract between the original owner and the builder on terms acceptable to the original owner; and
- (d) any other enforcement action the Initial Owner considers appropriate in the circumstances; and

24.2 the members must pay or reimburse the Initial Owner its portion of any enforcement relative to its lot liability.

**25 Complaints and Disputes**

---

25.1 Any Dispute must be dealt with at first instance in accordance with this Rule 25.1.

25.2 A party to a Dispute must not initiate legal proceedings or complain to the Director in respect of the Dispute unless it has first complied with the dispute resolution procedure set out in this Rule 25.2.

25.3 The party making the complaint must in the first instance notify the Manager, or where the Manager is the subject of or involved in the Dispute, the Committee, of the Dispute in writing. The Manager must refer any complaint it receives to the Committee. Upon receipt of a complaint referred by the Manger or received directly from a Member or Occupier, the Committee with then decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether to:

- (a) arrange a meeting between the parties to resolve the Dispute; or
- (b) waive the requirement for the parties to meet.

25.4 Notwithstanding the course of action elected by the Committee under Rule 25.3, the parties must consult with one another in good faith and use their best endeavours to resolve the Dispute to the mutual satisfaction of both parties without resort to legal proceedings or other avenues of dispute resolution.

25.5 Without limiting the generality of this Rule 25.4, where no formal complaint is made by a Member or Occupier and the Owners Corporation otherwise becomes aware of a Dispute, the Owners Corporation (through the Manager or the Committee or otherwise) may decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether:

- (a) arrange a meeting between the parties to resolve the Dispute; or
- (b) waive the requirement for the parties to meet.

25.6 If the parties are unable to resolve the Dispute within 30 days (or such other period as the Committee thinks fit) of the meeting arranged pursuant to Rule 25.3(a) or 25.5(b), the parties may revert to the dispute resolution mechanisms set out in the Act or other Law.

**26 Restrictions - Trade or Business**

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The Member or Occupier must not use or permit others to use a Lot or any part of the Common Property for any trade, business or other commercial use.

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28/11/2017 \$47.20 OCR





Civic Centre  
Postal

45 Princes Highway, Werribee, Victoria 3030, Australia  
PO Box 197, Werribee, Victoria 3030, Australia

Telephone  
Email

1300 023 411  
mail@wyndham.vic.gov.au  
[www.wyndham.vic.gov.au](http://www.wyndham.vic.gov.au)  
ABN: 38 393 903 860

Our Ref: 233135

17/02/2026

N C Goi & K Kenny  
56 Umbrella Way  
POINT COOK VIC 3030

Dear Sir/Madam,

**RE: 56 Umbrella Way POINT COOK VIC 3030**

**Property Number: 233135**

**AVPCC Code: 120 - Single Unit/Villa Unit/Townhouse**

**Title Details: V 11938 F 193 L 1306 PS 643122 Deutgam Parish**

ISSUE DATE	LEVEL OF VALUATION	DATE DECLARED	SITE VALUE	CAPITAL IMPROVED VALUE	NET ANNUAL VALUE
17/02/2026	1/01/2025	1/07/2025	75,000	540,000	27,000

The rates raised for the 2025/2026 rating period are: \$1496.38

The Total Arrears for this account is: \$0.00

The balance of your account is: \$374.00

If you have any queries please contact Rating Services on 1300 023 411.

Yours faithfully,

*natalie Sammartino*

**Natalie Sammartino**  
**AREA LEADER RATES OPERATIONS**





Having trouble paying your bill?

Call us on **13 44 99** or visit [gww.com.au/accounts-billing](http://gww.com.au/accounts-billing)

K Kenny & N C Goi  
56 Umbrella Way  
POINT COOK VIC 3030

**Account number**

**87897 30000**

**Tax Invoice** 878393989011

**Date of issue** 15 Jan 2026

**Service address**

56 Umbrella Way, Point Cook  
VIC, 3030

**Direct debit amount**

**\$812.89**

Previous bill	\$881.33
Payments received	-\$495.00
Balance	\$386.33
Current charges	\$426.56
<b>Total charges</b>	<b>\$812.89</b>

**Direct debit date**

**10 Feb 2026**

Having trouble paying your bill?

Call us on **13 44 99** or visit [gww.com.au/accounts-billing](http://gww.com.au/accounts-billing)

Please see page 2 for detailed information

**Drinking Water**

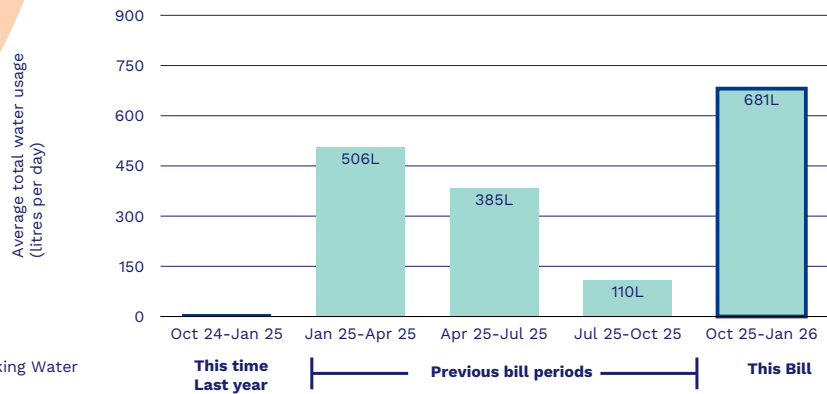
Average daily use

**681L**

Average daily spend

**\$2.60**

**Your household water usage**



**Payment options**

Greater Western Water ABN 70 066 902 467



**Direct debit**

Set up direct debit at [gww.com.au](http://gww.com.au) or call **13 44 99**



**BPAY**

Billers code: **8789**  
Ref: **87897300005**  
Go to [bpay.com.au](http://bpay.com.au)

© Registered to BPAY Pty Ltd

ABN 69 079 137 518



**Credit card**

Pay by credit card at [gww.com.au](http://gww.com.au) or call **13 44 99**



**Australia Post**

Billpay code: **0362**  
Ref: **0878 9730 0007**

Pay at any post office, by phone **13 18 16**, at [postbillpay.com.au](http://postbillpay.com.au), or via AusPost app

**Centrepay**

Make regular deductions from your Centrelink payments. Call **13 44 99** or visit [centrelink.gov.au](http://centrelink.gov.au) Greater Western Water reference: **555-054-071-L** Your account number: **87897 30000**



# Usage and charges

**Outstanding balance** **\$386.33**

## Your water usage <sup>1</sup>

Meter no.	Bill days	Previous read	Current read	Usage kL	Rate \$/kL	Amount
MAF585326	94	1,011	1,075	64		

Meter Read date: 09/01/2026

### Water consumed

Usage Step 1 (08/10/2025 to 09/01/2026)	41.360	\$3.6413	\$150.60
Usage Step 1 (08/10/2025 to 09/01/2026)	22.640	\$4.1629	\$94.24
<b>Total water consumed</b>	<b>64.0000</b>		<b>\$244.84</b>

**Total usage** **\$244.84**

## Your network charges <sup>2</sup>

	Charge period	Amount
<b>Water</b>	01/01/2026 - 31/03/2026	\$55.29
<b>Sewer</b>	01/01/2026 - 31/03/2026	\$73.47
<b>Total network charges</b>		<b>\$128.76</b>

## Other charges and adjustments

	Charge period	Net annual value (NAV)	Rate in NAV \$	Minimum Charge (\$)
<b>Waterways &amp; Drainage <sup>3</sup></b> For Melbourne Water	01/01/2026 - 31/03/2026	\$5,680.00	\$30.82	\$30.82
<b>Parks <sup>4</sup></b> For the Dept. of Energy, Environment and Climate Action	01/01/2026 - 31/03/2026	\$5,680.00	\$22.14	\$22.14
<b>Total other charges and adjustments</b>				<b>\$52.96</b>

**Your total charges** **\$426.56**

# Your charges explained

## 1. 1 Kilolitre (kL) = 1000 Litre (L)

**Water usage** is calculated in steps.  
Step 1: 0 to 440 litres per day  
Step 2: Over 440 litres per day

**2. Water and sewerage network charges** help us maintain and upgrade thousands of kilometres of water and sewer pipes

**3. The waterways and drainage charge** helps Melbourne Water keep our waterways healthy and protected

**4. The parks charge** supports Parks Victoria to look after Melbourne's major parks, gardens, trails, and zoos

For more information visit [gww.com.au/charges](http://gww.com.au/charges)

## We're here to help

**13 44 99**

Enquiries and support  
(8:30am to 5pm,  
Monday to Friday)

Faults and emergencies  
(24 hours)

**03 9313 8989**

Support in other languages

**13 36 72**

Relay Service

**You could be eligible for a**

**concession** if you hold a valid health care, pension or Veterans' Affairs gold card, apply at [gww.com.au/concession](http://gww.com.au/concession)

Please see page 3 for other charges and adjustments

## Supporting customers affected by billing issues

We've finalised an enforceable undertaking with the Essential Services Commission. This is our commitment to take responsibility, fix issues and do better for our customers.

Visit our website to check if you're eligible for a credit or waiver [gww.com.au/eu-billing](http://gww.com.au/eu-billing)



From 1 July 2025, our prices changed as part of our annual update. This was approved by the Essential Services Commission, the independent economic regulator for Victoria's water industry. To learn more about our process and what your bill pays for, visit [gww.com.au/pricesandcharges](http://gww.com.au/pricesandcharges)

We've updated our customer charters to reflect the temporary changes to our billing cycle, which were approved by the Essential Services Commission. Read our updated customer charters at [gww.com.au/policies-charters](http://gww.com.au/policies-charters)

**Questions about your bill?**

If you've got questions about billing or need help understanding your bill, we're here to help, visit [gww.com.au/billingupdates](http://gww.com.au/billingupdates) or call **13 44 99**.

**Privacy statement**

Greater Western Water actively complies with the Privacy and Data Protection Act 2014 (Vic) and is committed to protecting the privacy and personal information of our customers. Read our privacy policy at [gww.com.au/privacy](http://gww.com.au/privacy)



## Saving water together

I hope the year has started well for you and you've had time to enjoy the things that matter most.

The warmer months are a good reminder of how important water is in our daily lives. From washing vegetables in the sink to filling up the bath, water is essential in ways we may take for granted.

Each year, Greater Western Water supplies over 129 billion litres of drinking water and almost 9 billion litres of recycled water to around 1.5 million people. Behind the scenes, it takes hundreds of dedicated people and thousands of kilometres of pipes beneath our feet to make that possible.

Have you ever thought about what your morning routine would look like without a hot shower, a coffee, or even brushing your teeth? The average Melburnian uses 169 litres of water every day.

Could you cut down to 150 litres? Just 19 litres less. A running tap uses about 16 litres per minute, so saving 16 litres can take less than a minute.

If we each save a little, we can all save a lot. Thanks for doing your bit to use water wisely. Every drop counts, especially when the weather warms up.

**Craig**



**Craig Dixon**  
Acting Managing Director  
Greater Western Water

## Bushfires can impact your water supply

During a bushfire, extreme heat and high demand can affect water pressure, quality and supply, so it's important not to rely on mains water.

Here's how you can prepare:

- store extra drinking water for everyone (including pets)
- keep hydrants and water assets near your property clear of any obstructions
- stay updated via our website and social media
- plan and prepare with CFA advice by visiting [cfa.vic.gov.au](http://cfa.vic.gov.au)
- use multiple sources during an emergency including the VicEmergency app, official agency social media channels, local radio and community networks.

Learn more at [gww.com.au/bushfires](http://gww.com.au/bushfires) or call **13 44 99**



## Enforceable undertaking to support customers affected by billing issues

We've offered an enforceable undertaking to the Essential Services Commission (ESC) following issues with our billing system. The ESC has also approved temporary billing cycle changes following a period of public consultation.

We're sorry for the impact these issues have had on our customers and we're committed to making things right. As part of this commitment we're waiving around \$75 million in unbilled charges from 2024 and providing around \$55 million in credits to customers most impacted by delays.

Information about the enforceable undertaking, how we're fixing issues, improving our systems, and supporting customers is available at [gww.com.au/eu-billing](http://gww.com.au/eu-billing)

Greater Western Water respectfully acknowledges the Traditional Owners of the lands and waters upon which we work and operate, the peoples of the Kulin Nation. We pay our deepest respects to their Elders past and present who continue to forge the way ahead for their emerging leaders.

# Remember Permanent Water Saving Rules always apply

With the warmer weather in full swing, it's a great time to enjoy the outdoors but it's important to remember Permanent Water Saving Rules are always in place across Victoria.

These rules help us all use water wisely and protect our precious supply, especially during the hotter months.

Here are some key water-saving rules to follow:



Hand-held hoses must be fitted with a leak-free trigger nozzle.



Only use watering systems between 6pm and 10am.



Gardens and lawns can be watered using a watering can, bucket or hand-held hose.



Cars, boats or other vehicles can be washed at any time using a bucket, hand-held hose or high-pressure cleaning device.



Fountains or water features can only be used if they recirculate water.



Hard surfaces, like driveways, footpaths or walls can be cleaned using a high-pressure cleaning device, a bucket or a hand-held hose once per season – that's once in summer, autumn, winter and spring (or anytime if it's for safety, health or in an emergency).



Visit our website for more information [gww.com.au/pwsr](http://gww.com.au/pwsr)

## Warmer and drier weather means more faults

During the warmer months, we see more leaks and bursts across our network due to increased ground movement and drying soil.

If you spot a fault while you're out and about, there are some easy ways to let us know.

If it's an emergency, like gushing water, no water supply or every fixture in your house is blocked, call **13 44 99**, 24 hours a day, seven days a week.

You can report a fault on your mobile using the Snap Send Solve app. Download the app and sign up, snap a photo of the issue and send it in.

Before reporting, check our online outage map to see if the issue has already been logged.

Visit [gww.com.au/report-fault](http://gww.com.au/report-fault) to learn more.



## Celebrating water heroes

The annual National Water Week poster competition saw students sharing powerful messages about how we can all protect our precious resource.

Over forty schools and kindergartens took part, with entries exploring the theme, "Water Heroes: Save Every Drop".

General Manager for Strategy and Partnerships, Kessia Thomson said the creativity on display was both inspiring and thought-provoking.

"We are always amazed by the imagination and innovation students bring, especially in finding new ways to save water."

See all the winners at [gww.com.au/nww](http://gww.com.au/nww)



Posters by Hiyun from Amiga Montessori in Point Cook (left), and Paul from St Bernards Primary School in Bacchus Marsh (right).

## Contact us

Call **13 44 99**

Visit [gww.com.au](http://gww.com.au)



@greaterwesternwater



@greaterwesternwater



@GWWVic



@greaterwesternwater

# Property Clearance Certificate

## Land Tax



EASY LINK CONVEYANCING, CARE OF LANDCHECKER

**Your Reference:** LD:79886018-025-2.40052

**Certificate No:** 98111449

**Issue Date:** 10 MAR 2026

**Enquiries:** ESYSPROD

**Land Address:** 56 UMBRELLA WAY POINT COOK VIC 3030

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44609767	1306	643122	11938	193	\$0.00

**Vendor:** NIANNA CHANDRA GOI & KENNY KENNY

**Purchaser:** TBA TBA

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR KENNY KENNY	2026	\$75,000	\$0.00	\$0.00

**Comments:** Property is exempt: LTX Principal Place of Residence.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
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**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV): \$540,000

SITE VALUE (SV): \$75,000

**CURRENT LAND TAX AND  
VACANT RESIDENTIAL LAND TAX  
CHARGE:** \$0.00

# Notes to Certificate - Land Tax

Certificate No: 98111449

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
  - Land tax that has been assessed but is not yet due,
  - Land tax for the current tax year that has not yet been assessed, and
  - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

## Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

## Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

## Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

## General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$500.00

Taxable Value = \$75,000

Calculated as \$500 plus ( \$75,000 - \$50,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$5,400.00

Taxable Value = \$540,000

Calculated as \$540,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Biller Code: 5249  
Ref: 98111449

### 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: 98111449

### 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



EASY LINK CONVEYANCING, CARE OF LANDCHECKER

**Your Reference:** LD:79886018-025-2.40052

**Certificate No:** 98111449

**Issue Date:** 10 MAR 2026

**Enquires:** ESYSPROD

**Land Address:** 56 UMBRELLA WAY POINT COOK VIC 3030

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44609767	1306	643122	11938	193	\$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:** \$540,000

**SITE VALUE:** \$75,000

**CURRENT CIPT CHARGE:** \$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 98111449

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## 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



EASY LINK CONVEYANCING, CARE OF LANDCHECKER

**Your Reference:** LD:79886018-025-2.40052

**Certificate No:** 98111449

**Issue Date:** 10 MAR 2026

**Land Address:** 56 UMBRELLA WAY POINT COOK VIC 3030

Lot	Plan	Volume	Folio
1306	643122	11938	193

**Vendor:** NIANNA CHANDRA GOI & KENNY KENNY

**Purchaser:** TBA TBA

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.

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

**Paul Broderick**  
Commissioner of State Revenue

**CURRENT WINDFALL GAINS TAX CHARGE:**

**\$0.00**

# Notes to Certificate - Windfall Gains Tax

Certificate No: 98111449

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## 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.

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## Windfall Gains Tax - Payment Options

<p><b>BPAY</b></p>  <p>Billers Code: 416073 Ref: 98111446</p> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p>  <p>Ref: 98111446</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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# Due Diligence Checklist



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

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

### Urban living

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

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

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

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

### Growth areas

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

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

### Flood and fire risk

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

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

### Rural properties

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

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

### Soil and groundwater contamination

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

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

## Land boundaries

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

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

## Planning controls

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

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

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

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

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

## Safety

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

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

## Building permits

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

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

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

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

## Utilities and essential services

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

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

## Buyers' rights

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

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

# SECTION 27 STATEMENT

## VENDORS DEPOSIT STATEMENT TO THE PURCHASER PURSUANT TO SECTION 27 OF THE SALE OF LAND ACT, 1962.

**VENDOR:** NIANNA CHANDRA GOI and KENNY KENNY

**PROPERTY:** 56 UMBRELLA WAY POINT COOK VIC 3030

1. The Property is subject to Mortgage(s), particulars of which are as follows:

(a) Mortgagee(s):....COMMONWEALTH BANK OF AUSTRALIA

of:..

(b) Amount secured \$.....  
Instalments \$..... per.....  
Amount required to discharge the Mortgage \$.....

(THIS AMOUNT INCLUDES OUTSTANDING RATES, TAXES OR CHARGES DUE TO ANY STATUTORY BODY, OR OTHER CHARGE FOR MONEY'S OWING)

(c) Rate of interest payable .....% p.a.  
Default rate .....% p.a.

(d) Due date of repayment of Mortgage(s): ...../...../2  
(UNLESS THE MORTGAGE DEMANDS EARLY REPAYMENT UPON BREACH OF ITS CONDITIONS.)

(e) The Mortgage does \*does not provide for further advances \*as follows:

.....

(f) The Vendor is not in default under the Mortgage.

(g) The Mortgagee has not consented to the Purchaser assuming the Vendor's obligations under the Mortgage.

2. There is no Caveat lodged against the title to the Property under the Transfer of Land Act, 1958.

DATE OF VENDOR'S STATEMENT ...../...../200

SIGNATURE OF VENDOR(S) .....

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### ACKNOWLEDGMENT OF RECEIPT OF VENDOR'S SECTION 27 STATEMENT

The Purchaser HEREBY ACKNOWLEDGES receipt of a copy of this Statement.

DATE OF RECEIPT ...../...../200

SIGNATURE OF PURCHASER(S) .....

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### RELEASE OF THE DEPOSIT BY THE PURCHASER(S)

1. The Purchaser HEREBY ACKNOWLEDGES that:

- A. The particulars provided by the Vendors in this Statement are accurate.
- B. The particulars given indicate that the purchase price is sufficient to discharge all Mortgages over the property.
- C. The Contract is not subject to any condition enuring for the benefit of the Purchaser.

2. The Purchaser FURTHER ACKNOWLEDGES that he has received satisfactory answers to Requisitions on Title or is otherwise deemed to have accepted title.

DATE OF PURCHASER'S RELEASE ...../...../20

SIGNATURE OF PURCHASER(S) .....