
Contract of Sale of Land

Property address: 5 Kafue Road, Wollert, Victoria 3750

Vendor: Maha Arabi

Purchaser:

Contract of Sale of Land 2025 edition

Part 1

Property address: 5 Kafue Road, Wollert, Victoria 3750

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, the general conditions and any special conditions in that order of priority.

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

Cooling-off period

Section 31 of the Sale of Land Act 1962

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

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

If you end the contract in this way 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.

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) of the Sale of Land Act 1962

You may negotiate with the vendor the amount of the deposit moneys payable under the contract of sale, up to 10% 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.

SIGNING THIS CONTRACT

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

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

- a copy of the section 32 statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act; and
- a complete copy of the contract including the Particulars of Sale, Special Conditions (if any), and the General Conditions.

The parties may sign by electronic signature.

The authority of the person signing for the vendor under a power of attorney, as a director of a company or as an agent duly authorised in writing must be noted beneath the signature.

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

SIGNED BY THE PURCHASER _____
_____ on _____

Print name(s) of person(s) signing _____

State nature of authority if applicable _____.

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

SIGNED BY THE VENDOR _____
_____ on _____

Print name(s) of person(s) signing **MAHA ARABI**

State nature of authority if applicable _____.

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

Particulars of Sale

VENDOR'S AGENT			
Name	Harcourts Rata & Co	Phone	9465 7766 Fax
Address	1/337 Settlement Road Thomastown 3074	Email	sold@rataandco.com.au
VENDOR		PRACTITIONER – SOLICITOR/CONVEYANCER	
Name	Maha Arabi	Name	Interstate Lawyers
Address		Address	PO Box 3045 Liverpool Westfields NSW 2170
Address		Contact	Claudia Hofstetter
ACN/ABN		Email	claudia@interstatelawyers.com.au
		Phone	02 8722 4784 Fax
PURCHASER		PRACTITIONER – SOLICITOR/CONVEYANCER	
Name		Name	
Address		Address	
Address		Contact	
ACN/ABN		Email	
Guarantor		Phone	Fax
LAND			
<i>General conditions 3 and 9</i>			
The land is described in the table below.			
Certificate of Title reference		being lot	on plan
Volume 12442	Folio 309	1122	803931Y
If no title or plan references appear in the table above, the land is as described in the section 32 statement, or the register search statement and the diagram location document in the register search statement attached to the section 32 statement.			
The land includes all improvements and fixtures.			

Property address

The address of the land is:

5 Kafue Road, Wollert

Goods sold with the land

General condition 2(a)(vi)

Goods sold with land are:

All Fittings and fixtures as inspected

PAYMENT

General condition 11

Price:

Plus GST: Nil Payable by purchaser in addition to price – *Insert 'Nil' if no GST payable by purchaser*

Total price: \$ Payable by purchaser

Deposit: \$ By of which \$ has been paid

Balance: \$ Payable at settlement

Foreign resident vendor:

See general condition 15(f) and (g)

GST payable

General condition 13

No, because:

Vendor not registered or required to be registered

Existing residential premises

Not in the course or furtherance of an enterprise

Going concern

Farmland used for farming business or sale of subdivided farmland to an associate

Yes, because:

Purchaser entitled to input tax credit

Purchaser **NOT** entitled to input tax credit

Margin scheme applies

Mixed supply

GST withholding

Notice is required if taxable supply of residential premises or potential residential land. General condition 13(g)

Notice required to be given by vendor Yes No

Withholding required by purchaser Yes No

No withholding for residential premises because:

No withholding for potential residential land because:

Vendor not registered or required to be registered

The premises are not new

The premises were created by substantial renovation

The premises are commercial residential premises

Vendor not registered or required to be registered

The land includes a building used for commercial purposes

The purchaser is registered for GST and acquires the property for a creditable purpose

SETTLEMENT

General condition 10

Settlement 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.

The plan of subdivision must be registered within [18 months if no other period is stated] of the day of sale (the sunset date) otherwise general condition 9(a) or 9(b) shall apply.

LEASE

General conditions 1(a)(iii) and 22

At settlement the purchaser is:

Entitled to vacant possession.

OR

Subject to a lease, particulars of which are:

X Attached

TERMS CONTRACT

Add special conditions.

This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962.

Yes No

LOAN

General condition 14(a)-(d)

This contract is subject to a loan being approved within from the contract date (approval period).

Lender:

Loan amount:

BUILDING AND PEST REPORT

General condition 14(e)-(f)

This contract is subject to:

- Building report. Provider:
 - Pest report. Provider:
-

INFORMATION ONLY

SPECIAL CONDITIONS

1. ACCEPTANCE OF TITLE

Where the Purchaser is deemed by section 27(7) of the Sale of Land Act 1962 (Vic) to have given the deposit release authorisation referred to in section 27(1) of that Act, the Purchaser is also deemed to have accepted the Vendor's title in the absence of any prior express objection to title.

2. REPRESENTATIONS

- 2.1 The Purchaser acknowledges that neither the Vendor, nor any agent or person on behalf of the Vendor, has made any representation or warranty upon which the Purchaser has relied, other than as expressly set out in this Contract of Sale or the Vendor's Statement. All prior representations are excluded, to the full extent permitted by law.
- 2.2 The Purchaser has independently inspected and investigated the Property and accepts the Property in its present condition including all defects, whether latent or patent.
- 2.3 The Purchaser must not make any requisition, objection, claim for compensation or refuse or delay settlement on the grounds of any defect, condition or fault relating to the Property, except to the extent expressly provided in this Contract or the General Conditions as amended.
- 2.4 From the Day of Sale, the Vendor is not obliged to undertake any rectification, repair or other works in relation to the Property. Any such obligation is expressly excluded, except as required under this Contract, General Conditions as amended, or by law.

3. TENANCY

- 3.1 A copy of the current lease, if applicable, (the "Lease") is attached.
- 3.2 The Vendor must discharge all obligations as landlord under the Lease until settlement or earlier termination of the Lease.
- 3.3 If the Tenant gives notice to terminate the Lease before settlement, the Vendor must provide notice of that fact to the Purchaser.
- 3.4 The Vendor does not warrant or represent that the Lease will remain in force at settlement or that the Tenant will remain in occupation or compliant, and will not be liable for any default by the Tenant.
- 3.5 The Purchaser must not rescind, terminate or delay settlement, nor make any objection or claim arising from any matter relating to the tenancy, other than as may be permitted under this Contract or the General Conditions.

4. NOMINATION

- 4.1 If the Purchaser is described as "and/or nominee" or similar, the Purchaser may nominate a substitute or additional purchaser ("Nominee"), but only by delivering to the Vendor's solicitor or agent, at least 14 days prior to the settlement date:
 - (a) A duly signed nomination form identifying the Nominee(s) and each Nominee's address; and
 - (b) If the Nominee is a corporation, a Guarantee and Indemnity (in the form annexed to this Contract) signed by all directors of the Nominee.
- 4.2 If the nomination is effected, the original Purchaser remains jointly and severally liable for performance of the Purchaser's obligations under this Contract.

5. **FOREIGN INVESTMENT REVIEW BOARD**

5.1 The Purchaser warrants either:

- (a) the transaction does not require approval under the Foreign Acquisitions and Takeovers Act 1975 (Cth); or
- (b) the Purchaser has obtained all necessary approvals.

5.2 The Purchaser indemnifies the Vendor for any loss, cost or damage resulting from a breach of this warranty. This warranty and indemnity survive settlement.

6. **SEVERABILITY**

If any provision of this Contract is or becomes illegal, invalid or unenforceable, this will not affect the validity or enforceability of the remaining provisions. The offending provision will be severed to the minimum extent necessary to ensure the validity of the Contract.

8. **NON-MERGER**

Conditions in this Contract which are not, or cannot be, satisfied by settlement will survive settlement and continue in full force to the extent that they remain capable of effect.

13. **WAIVER**

No waiver, forbearance, delay, or indulgence by any party will affect that party's strict rights under this Contract unless expressly stated in writing. All such rights and powers remain in full force despite any prior conduct.

14. **Guarantee for Corporate Purchaser**

In consideration of the vendor contracting with the corporate purchaser (the guarantors), as is evidenced by the guarantors execution hereof, guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

Signed by _____)
The guarantors in respect of: _____)
Signature

Signature of Witness

Print Name of Witness

Contract of Sale of Land 2025 edition

Part 2 General Conditions

The vendor warrants that these general conditions are identical to the general conditions of the By Lawyers contract of sale of land current as at the date of preparation of this contract. The parties agree that special conditions may be added to these general conditions but that these general conditions shall prevail in the case of any conflict between the general conditions and the special conditions.

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1. Encumbrances

- (a) The purchaser buys the property subject to any:
- (i) encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (ii) reservations in the crown grant; and
 - (iii) lease referred to in the particulars of sale.
- (b) The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- (c) In this general condition section 32 statement means a statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

- (a) The vendor warrants that the vendor:
- (i) has, or by the due date for settlement will have, the right to sell the land; and
 - (ii) is under no legal disability; and
 - (iii) is in possession of the land, either personally or through a tenant; and
 - (iv) 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
 - (v) will at settlement be the holder of an unencumbered estate in fee simple in the land;
 - (vi) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- (b) The vendor further warrants that the vendor has no knowledge of any of the following:
 - (i) public rights of way over the land;
 - (ii) easements over the land;
 - (iii) any lease or other possessory agreement affecting the land;
 - (iv) any notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (v) legal proceedings which would render the sale of the land void, voidable or capable of being set aside.
- (c) The above warranties are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- (d) If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
 - (i) 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
 - (ii) 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
 - (iii) 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.
- (e) Words and phrases used in this general condition have the same meaning as in the Building Act 1993.

3. Identity of the land

- (a) 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.
- (b) The purchaser may not:
 - (i) make any objection or claim for compensation for any alleged

misdescription of the property or any deficiency in its area or measurements; or

- (ii) require the vendor to amend title or pay any cost of amending title.

4. Services

- (a) 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.
- (b) The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

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

6. Transfer

- (a) Unless settlement is to be conducted electronically, the transfer of land must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title.
- (b) If settlement is to be conducted electronically the purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.
- (c) The vendor must create the Land Transfer Duties form required for assessment of duty on this transaction within 14 days of the day of sale and must have completed all the information required of the vendor at least 5 days before settlement.

7. Electronic settlement

- (a) The parties may agree to conduct settlement in accordance with the Electronic Conveyancing National Law.

- (b) The vendor must open the electronic workspace as soon as reasonably practicable and nominate a time of day for locking the workspace at least 7 days before the due date for settlement.
- (c) Settlement occurs when the workspace records that the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred.

8. Builder warranty insurance

Prior to settlement, the vendor agrees to provide details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

9. Off the plan

- (a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes, then if the plan has not been registered or an occupancy permit has not been issued by the sunset date specified in the particulars of sale:
 - (i) the purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this contract by notice in writing;
 - (ii) the vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this contract after obtaining the written consent of each purchaser to the rescission after giving each purchaser at least 28 days written notice before the proposed rescission, pursuant to section 10B(3) of the Sale of Land Act 1962;
 - (iii) pursuant to section 10F(1) of the Sale of Land Act 1962, the vendor gives the purchaser notice that:
 - (A) the vendor is required to give notice of a proposed rescission of the contract under the sunset clause; and
 - (B) the purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent; and
 - (C) the vendor has the right to apply to the Supreme Court for an order

permitting the vendor to rescind the contract; and

- (D) the Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.
- (b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes, then if the plan has not been registered by the sunset date specified in the particulars of sale either party may at any time thereafter, but prior to the plan being registered, rescind this contract by notice in writing.
- (c) If this contract includes the construction of any building on the land, the purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.
- (d) If the building has not been constructed in accordance with the plans and specifications annexed to this contract or otherwise provided to the purchaser by the vendor, the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

10. Settlement

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

- (C) ensure that keys enabling access to the property are available to the purchaser.
- (b) The vendor's obligations under this general condition continue after settlement.
- (c) Settlement must be conducted between the hours of 10 am and 4 pm unless the parties agree otherwise.

11. Payment

- (a) The purchaser must pay the deposit:
 - (i) to the vendor's licensed estate agent; or
 - (ii) if there is no estate agent:
 - (A) to the vendor's legal practitioner or conveyancer; or
 - (B) 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.
- (b) The purchaser may, subject to the vendor's consent, pay the deposit by way of a deposit bond or bank guarantee.
- (c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (i) must not exceed 10% of the price; and
 - (ii) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by them on trust for the purchaser until the registration of the plan of subdivision.
- (d) The purchaser must pay all money other than the deposit:
 - (i) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (ii) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- (e) Payments may be made or tendered:
 - (i) in cash; or
 - (ii) by cheque drawn on an authorised deposit taking institution; or
 - (iii) at the direction of the vendor, by cheque drawn on a trust account; or

- (iv) if the parties agree, by electronically transferring the payment in the form of cleared funds, and the purchaser must provide evidence to the vendor, or the vendor's legal practitioner or conveyancer, that the electronic transfer has taken place.
- (f) At settlement, the purchaser must pay the fees on up to 3 cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must bear the fees incurred for additional cheques.
- (g) For the purpose of this contract, authorised deposit-taking institution means a body corporate in relation to which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

12. Stakeholding

- (a) The deposit must not be released until general condition 14 and any special condition benefiting the purchaser have been satisfied.
- (b) Any objection to the vendor's title must be made within 28 days of the day of sale.
- (c) If the vendor gives notice that there is no mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor 28 days after the day of sale provided that:
 - (i) general condition 12(a) has been satisfied; and
 - (ii) the purchaser has not made a valid objection to title.
- (d) If there is a mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor provided that:
 - (i) general condition 12(a) has been satisfied; and
 - (ii) the purchaser has not made a valid objection to title; and
 - (iii) the vendor has provided to the purchaser reasonable evidence that the total amount of secured debts does not exceed 70% of the sale price; and

- (iv) 28 days have elapsed since providing that evidence.

13. Goods and Services Tax

- (a) Unless otherwise provided in the particulars of sale or the special conditions, the price includes any GST payable by the vendor.
- (b) Except when the margin scheme applies the vendor must on or before settlement provide the purchaser with a tax invoice for any GST included in the price.
- (c) If the sale is made as a taxable supply that subsequently proves not to be a taxable supply, the vendor will repay to the purchaser any money paid on account of GST.
- (d) This clause applies if going concern is specified in the particulars of sale.
 - (i) The purchaser warrants that it is registered for GST.
 - (ii) The parties agree that the vendor's supply of the property under this contract is the supply of a going concern under section 38-325 of the A New Tax System (Goods and Services Tax) Act 1999, and that the supply is GST free for the purposes of that Act.
 - (iii) The vendor must continue to carry on the enterprise until settlement.
 - (iv) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a going concern, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (e) This clause applies if farmland used for farming business or sale of subdivided farmland to an associate is specified in the particulars of sale.
 - (i) The vendor warrants that the property is land on which a farming business has been carried on for a period of 5 years preceding the date of supply.
 - (ii) The purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
 - (iii) If the vendor is served with a demand, assessment or other correspondence from

the Australian Taxation Office indicating that a supply under this contract is not the supply of a farming business, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.

- (f) This clause applies if mixed supply is specified in the particulars of sale.
 - (i) GST is included in the price.
 - (ii) The parties agree that the property comprises two components, namely, a commercial building and a residential building.
 - (iii) GST is payable by the vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.
 - (iv) The parties must agree on the value of the commercial and residential components, failing which the vendor must deliver to the purchaser before settlement a copy of a valuation by a registered valuer showing the apportionment of the values.
- (g) **GST withholding – Residential premises or potential residential land**

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act.

(i) Vendor's notice

- (A) If the particulars of sale indicate that no GST withholding under Subdivision 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under section 14-255 that the purchaser is not required to make a GST withholding payment under section 14-250 for the reason indicated in the particulars of sale; otherwise
- (B) The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.

(ii) Amount to be withheld by the purchaser

- (A) Where the margin scheme applies, 7% of the purchase price; otherwise

- (B) 1/11th of the consideration inclusive of GST, which may include non-cash consideration.
- (iii) The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.
- (iv) **Purchaser to remit withheld amount**
 - (A) If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; otherwise
 - (B) The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.
- (v) **Vendor to indemnify purchaser**

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

14. Loan, building report or pest report

- (a) 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 within the approval period or any later date in accordance with this condition.
- (b) If the loan has not been approved within the approval period, the purchaser may request an extension of time to obtain loan approval, an extension request, and the vendor may either:
 - (i) grant the extension request; or
 - (ii) advise the purchaser that the extension request is refused,

in which case the purchaser may, within 2 clear business days either:

 - (iii) end the contract; or
 - (iv) advise the vendor that the purchaser no longer relies on this condition.
- (c) If the vendor fails to respond to the extension request within 2 clear business days the purchaser may, within a period of 2 clear business days, either:
 - (i) end the contract; or
 - (ii) advise the vendor that the purchaser no longer relies on this condition.
- (d) The purchaser may end the contract if the loan is not approved within the approval period or the extended approval date, if applicable, but only if the purchaser:
 - (i) applied for the loan; and
 - (ii) did everything reasonably required to obtain approval of the loan; and
 - (iii) provides written proof to the vendor that the loan was not approved; and
 - (iv) serves written notice on the vendor ending the contract within 2 clear business days after the expiry of the approval period or the extended approval date, if applicable; and
 - (v) is not in default under any other condition of this contract when the notice is given.
- (e) If the particulars of sale specify that this contract is subject to a building report or pest report being obtained, this contract is subject to the purchaser obtaining:
 - (i) a building report prepared in compliance with Australian Standard AS 4349.1-2007; and/or
 - (ii) a pest report prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia,

satisfactory to the purchaser in relation to the property within 10 days of the day of sale, being the satisfaction date, or any later date agreed by the vendor, being the extended satisfaction date.
- (f) The purchaser may end the contract if a satisfactory report is not obtained by the satisfaction date, or the extended satisfaction date, if applicable, but only if:
 - (i) the purchaser applied for the report; and

- (ii) the purchaser provides the vendor with a copy of the written report; and
 - (iii) the purchaser serves written notice ending the contract on the vendor within 2 clear business days after the satisfaction date or extended satisfaction date, if applicable; and
 - (iv) the purchaser is not in default under any other condition of this contract when the notice is given; and
 - (v) the building report reveals a defect, or the pest report reveals an infestation, either of which materially prejudices the purchaser and the purchaser, acting reasonably, would not have entered into the contract if the defect or infestation had been disclosed.
- (g) All deposit money must be immediately refunded to the purchaser if the contract is ended in accordance with this general condition.

15. Adjustments

- (a) 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. However, tax for which the vendor is or may become liable under the Land Tax Act 2005 in respect of the land will not be apportioned when the sale price is less than the threshold amount determined under s 10I of the Sale of Land Act 1962.
- (b) The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (i) 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
 - (ii) The land is treated as the only land of which the vendor is owner, as defined in the Land Tax Act 2005; and
 - (iii) The vendor is taken to own the land as a resident Australian beneficial owner; and
 - (iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.
- (c) If requested by the vendor, the purchaser must provide copies of all certificates and other information used to calculate adjustments.
- (d) If the purchaser takes possession of the property prior to settlement pursuant to a licence agreement, adjustments will be calculated from the date of possession.
- (e) If requested by the vendor, the purchaser will authorise the vendor to issue legal proceedings in the name of the purchaser against any tenant for any amount due by the tenant to the vendor pursuant to the lease as at the day of settlement. If requested by the purchaser, the vendor will provide the purchaser with an indemnity in respect of such proceedings.
- (f) The purchaser is entitled to deduct 15% of the price at settlement unless the vendor provides the purchaser with a clearance certificate issued pursuant to section 14-235(2) in Schedule 1 of the Taxation Administration Act 1953 (Cth) at least 5 days before settlement.
- (g) The purchaser must pay any amount deducted pursuant to general condition 15(f) to the Commissioner pursuant to section 14-200 in Schedule 1 of the Taxation Administration Act 1953 (Cth) at or immediately following settlement.
- (h) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on the income.
- (i) If, following completion, it is established that an error has occurred in the calculation of adjustments, the parties agree to rectify the error.

16. Time

- (a) Time is of the essence of this contract.
- (b) Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday, or public holiday.
- (c) The parties may agree to reduce or extend the time for performance of any obligation pursuant to this contract. This agreement shall be binding when confirmed in writing by the parties, or their legal practitioner or conveyancer.

17. Service

- (a) 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.
- (b) A document is sufficiently served if served:
 - (i) personally; or
 - (ii) by pre-paid post; or
 - (iii) by facsimile; or
 - (iv) by email.
- (c) Unless proven otherwise, any document sent by:
 - (i) express post is taken to have been served on the next business day after posting;
 - (ii) priority post is taken to have been served on the fourth business day after posting;
 - (iii) regular post is taken to have been served on the sixth business day after posting;
 - (iv) facsimile is taken to have been served at the end of the first day following the day on which the document is so faxed;
 - (v) 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.
- (d) The word document includes any demand or notice, and service includes give.

18. Nominee

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

19. 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.

20. Guarantee

- (a) If the purchaser is a proprietary limited company, the vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract.

- (b) Failure to sign a guarantee in standard form submitted by the vendor will constitute a default pursuant to this contract by the purchaser.

21. Notices

- (a) The vendor is responsible for compliance with any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale that does not relate to periodic outgoings.
- (b) The purchaser is responsible for compliance with any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings.
- (c) The purchaser may enter the property to comply with that responsibility where action is required before settlement.
- (d) General condition 21 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

22. Lease

- (a) The vendor must provide the purchaser with an original copy of any written lease affecting the property and any assignments or subleases of the lease.
- (b) If the vendor is unable to provide an original lease, the vendor must provide a copy acknowledged by the current tenant as binding on the parties.
- (c) If the property is subject to the Retail Leases Act 2003, the vendor must provide the purchaser with a copy of the disclosure statement.

23. Loss or damage before settlement

- (a) The purchaser 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.
- (b) The vendor carries the risk of loss or damage to the property until settlement and 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.
- (c) If one or more of the goods is not in the same condition it was in on the day of sale at settlement, the purchaser must not delay

settlement but may claim compensation from the vendor after settlement.

- (d) If the property is not in the same condition it was in on the day of sale, at settlement the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

24. Abandoned goods

Ownership of any goods owned by the vendor remaining on the premises after settlement passes to the purchaser.

25. Default

A party who defaults in the performance of this contract must pay to the other party, on demand:

- (a) at the time of settlement: any interest and costs pursuant to general conditions 27 and 28; and
- (b) after settlement: compensation for any reasonably foreseeable loss to the other party as a result of the default.

26. 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 on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

27. Default notice

- (a) 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.

- (b) The default notice must:
 - (i) specify the particulars of the default; and
 - (ii) state that it is the offended party's intention to exercise the rights arising from the default unless, within 7 days of the notice being given:
 - (A) the default is remedied; and
 - (B) costs of \$440, including GST, are paid.
- (c) The party serving the default notice may extend performance of the default notice in writing.

28. Rescission notice

- (a) If the party in default has not remedied the default within 7 days, the other party may give a rescission notice.
- (b) The rescission notice must:
 - (i) specify the particulars of the failure to comply with the default notice; and
 - (ii) state that the contract will be ended in 10 days after the notice is given unless:
 - (A) the default is remedied; and
 - (B) further costs of \$660, including GST, are paid.
- (c) The party serving the rescission notice may extend performance of the rescission notice in writing.
- (d) If the contract ends by a rescission notice given by the purchaser:
 - (i) the purchaser must be repaid any money paid under the contract and be paid any interest, costs, and reasonable losses payable under the contract; and
 - (ii) all the amounts referred to in (i) above are a charge on the land until payment; and
 - (iii) the purchaser may also recover any loss otherwise recoverable.
- (e) If the contract ends by a rescission notice given by the vendor:
 - (i) the deposit is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (ii) the vendor is entitled to possession of the property; and

- (iii) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (A) retain the property and sue for damages for breach of contract; or
 - (B) 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
- (iv) 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
- (v) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

INFORMATION ONLY

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	5 Kafue Road, Wollert 3750
-------------	----------------------------

Vendor's name	Maha Arabi	Date / /
----------------------	------------	--------------------

Vendor's signature	<small>Signed by:</small>  09EE0D395E604B2...	2/12/2025
---------------------------	--	-----------

Purchaser's name		Date / /
-------------------------	--	--------------------

Purchaser's signature	
------------------------------	--

Purchaser's name		Date / /
-------------------------	--	--------------------

Purchaser's signature	
------------------------------	--

1 FINANCIAL MATTERS

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

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

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

Authority	Amount
1. City of Whittlesea	\$refer to attached Certificate
2. Yarra Valley Water	\$refer to attached Certificate
3. Owners Corporation fees	\$refer to attached Certificate

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 110
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2 INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Not Applicable.

3.2. Road Access

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

3.3. Designated Bushfire Prone Area

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

3.4. Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2. Agricultural Chemicals

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

Not Applicable.

4.3. Compulsory Acquisition

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

Not Applicable.

5 BUILDING PERMITS

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

Are contained in the attached certificate.

6 OWNERS CORPORATION

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

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

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

See Attached Certificate

8 SERVICES

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

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

9 TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10 SUBDIVISION

10.1. Unregistered Subdivision

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

Not Applicable.

10.2. Staged Subdivision

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

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

13 ATTACHMENTS

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

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

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

- Register Search Statement (Title)
- Plan of Subdivision
- Council Rates Notice / Certificate
- Water Authority Statement
- Owners Corporation Certificate and documents
- Planning Certificate
- Any other relevant certificates required by law.

Due Diligence Checklist

Consumer Affairs Victoria

What you need to know before buying a residential property

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

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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 12442 FOLIO 309

Security no : 124129270443B
Produced 23/10/2025 12:04 PM

LAND DESCRIPTION

Lot 1122 on Plan of Subdivision 803931Y.
PARENT TITLE Volume 12395 Folio 592
Created by instrument PS803931Y Stage 7 07/12/2022

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MAHA ARABI of 35 TOPAZ CRESCENT SEVEN HILLS NSW 2147
AZ488246C 15/08/2025

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS803931Y 07/12/2022

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

DIAGRAM LOCATION

SEE PS803931Y FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AZ488245E (E)	DISCHARGE OF MORTGAGE	Registered	15/08/2025
AZ488246C (E)	TRANSFER	Registered	15/08/2025

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 5 KAFUE ROAD WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control 26453N INTERSTATE LAWYERS
Effective from 15/08/2025

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS803931Y

DOCUMENT END

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PLAN OF SUBDIVISION		EDITION 8	PS 803931Y	
<p>LOCATION OF LAND</p> <p>PARISH: WOLLERT TOWNSHIP: - SECTION: - CROWN ALLOTMENT: - CROWN PORTION: 16 (PART) TITLE REFERENCE: C/T VOL 12074 FOL 319</p> <p>LAST PLAN REFERENCE: LOT A ON PS 825290N</p> <p>POSTAL ADDRESS: 430 CRAIGIEBURN ROAD (at time of subdivision) WOLLERT, VIC. 3750</p> <p>MGA94 CO-ORDINATES: E: 322 270 ZONE: 55 (of approx centre of land in plan) N: 5836 750</p>				
VESTING OF ROADS AND/OR RESERVES			Notations	
IDENTIFIER	COUNCIL/BODY/PERSON		<p>This is a SPEAR plan.</p> <p>Land being subdivided is enclosed within thick continuous lines:</p> <p>Lots 1 to 100, 137 to 200, 265 to 300, 362 to 700, 721 to 800, 845 to 900, 941 to 1100, 1141 to 1200, 1239 to 1300, 1341 to 1400 and Lots S1, S2 and S4 to S12 (all inclusive) have been omitted from this plan.</p> <p>None of the easements and rights mentioned in sub-section (2) of Section 12 of the Subdivision Act 1988 are implied over any of the land in this plan.</p> <p>LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS For details of Owners Corporation(s) including: Purpose, Responsibility and Entitlement and Liability see Owners Corporation Search Report, Owners Corporation Rules and Owners Corporation Additional Information.</p> <p>WARNING: The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958</p>	
Road R-1, R-2, R-3, R-4, R-5, R-6, R-7, R-8, R-9 & R-10	Whittlesea City Council			
Reserve No. 1, 2, 3, 5 & 6 Reserve No. 7, 10 & 11	Ausnet Electricity Services Pty Ltd. Whittlesea City Council			
NOTATIONS				
DEPTH LIMITATION DOES NOT APPLY				
<p>SURVEY: This plan is based on survey</p> <p>STAGING: This is a staged subdivision Planning Permit No. 716630</p> <p>This survey has been connected to permanent marks No(s): 38, 21, 40 & 52 In Proclaimed Survey Area No. -</p>				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour of
E-1	DRAINAGE	SEE DIAG	THIS PLAN	WHITTLESEA CITY COUNCIL
E-1	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-2	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-3	FOOTWAY	1	THIS PLAN	WHITTLESEA CITY COUNCIL
RATHDOWNE ESTATE				
414 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 spiire.com.au		SURVEYORS FILE REF: 321249SV00C		ORIGINAL SHEET SIZE: A3
		Licensed Surveyor: Mark Oswald Stansfield Version: 1		SHEET 1 OF 30
THIS IS A LAND USE VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN				

PS 803931Y



SEE SHEETS 6 TO 19

SEE SHEETS 3, 4 & 5

VEARINGS ROAD

CRAIGIEBURN ROAD

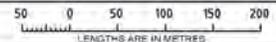


ENLARGEMENT SCALE 1:1500



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

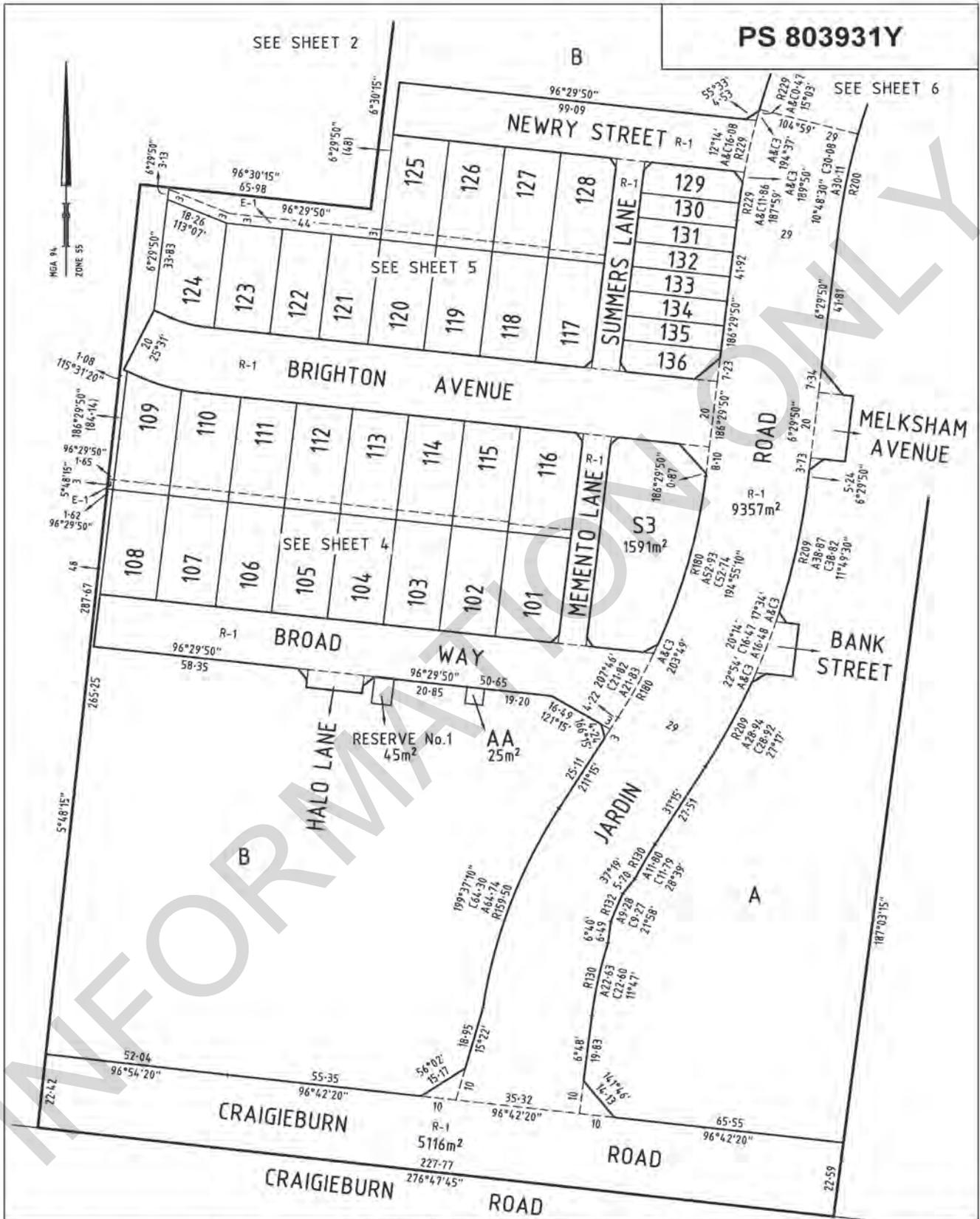
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ORIGINAL SHEET SIZE: A3

SHEET 2

Licensed Surveyor: Mark Oswald Stansfield
Ref: 321249SV00C
Version: 1

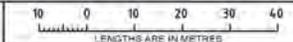


PS 803931Y



414 La Trobe Street
 PO Box 16084
 Melbourne Vic 8007
 T 61 3 9993 7888
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SCALE
1: 1000



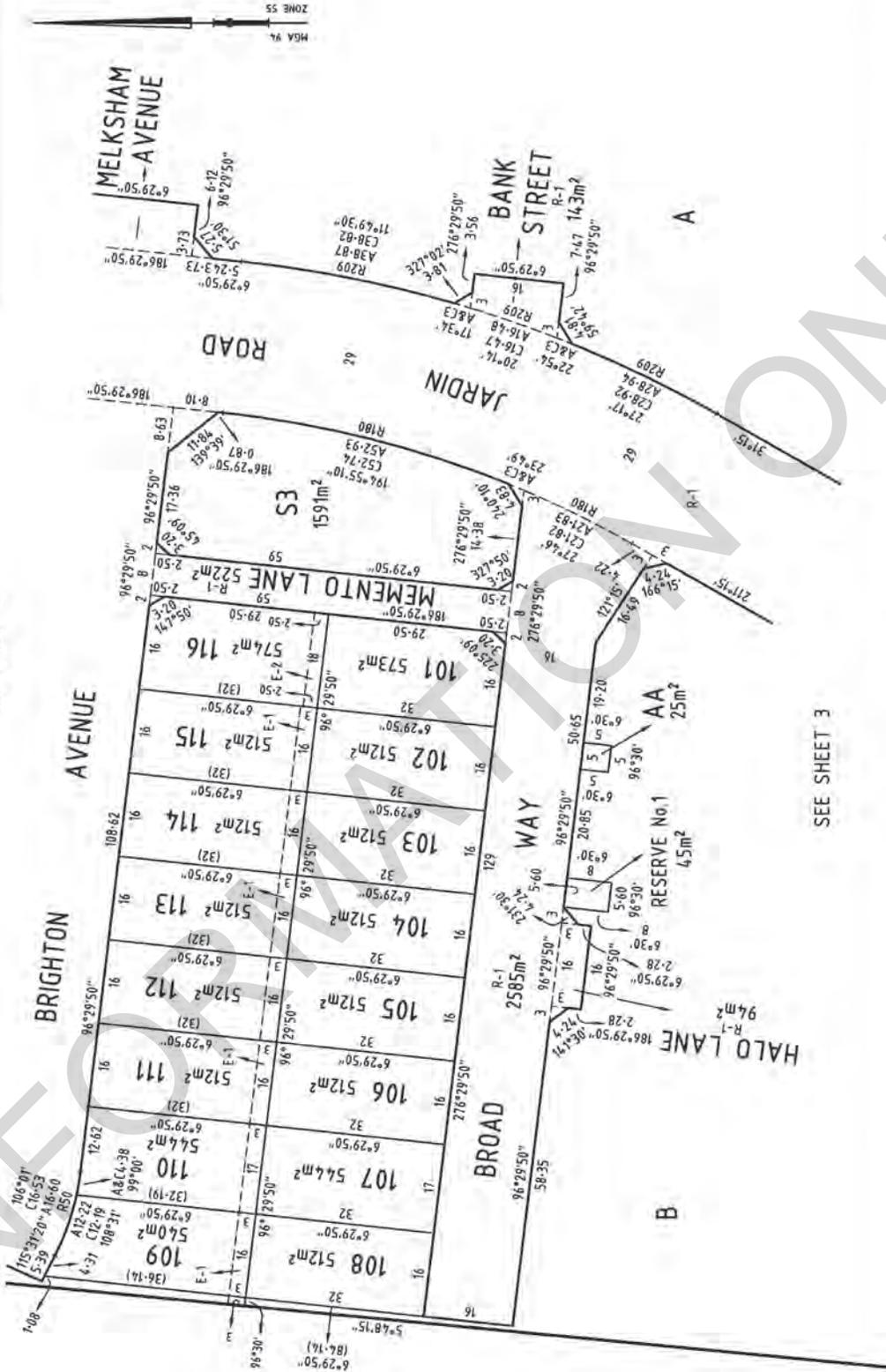
ORIGINAL SHEET
SIZE: A3

SHEET 3

Licensed Surveyor: Mark Oswald Stansfield
 Ref: 321249SV00C
 Version: 1

PS 803931Y

SEE SHEET 5



SEE SHEET 3

SHEET 4

ORIGINAL SHEET SIZE: A3

SCALE 1:750

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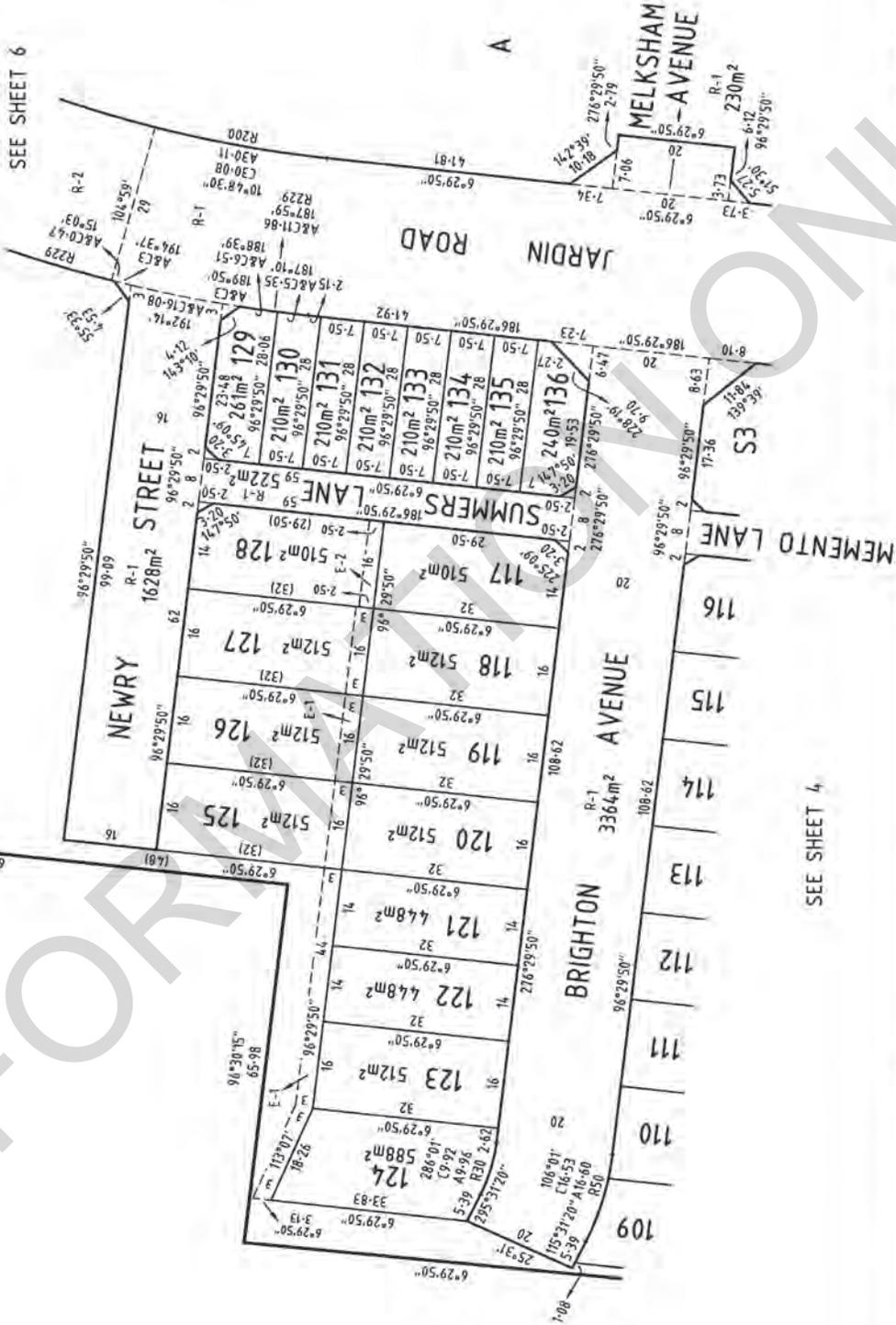


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B



SEE SHEET 6



SHEET 6

ORIGINAL SHEET SIZE: A3

SCALE 1:750

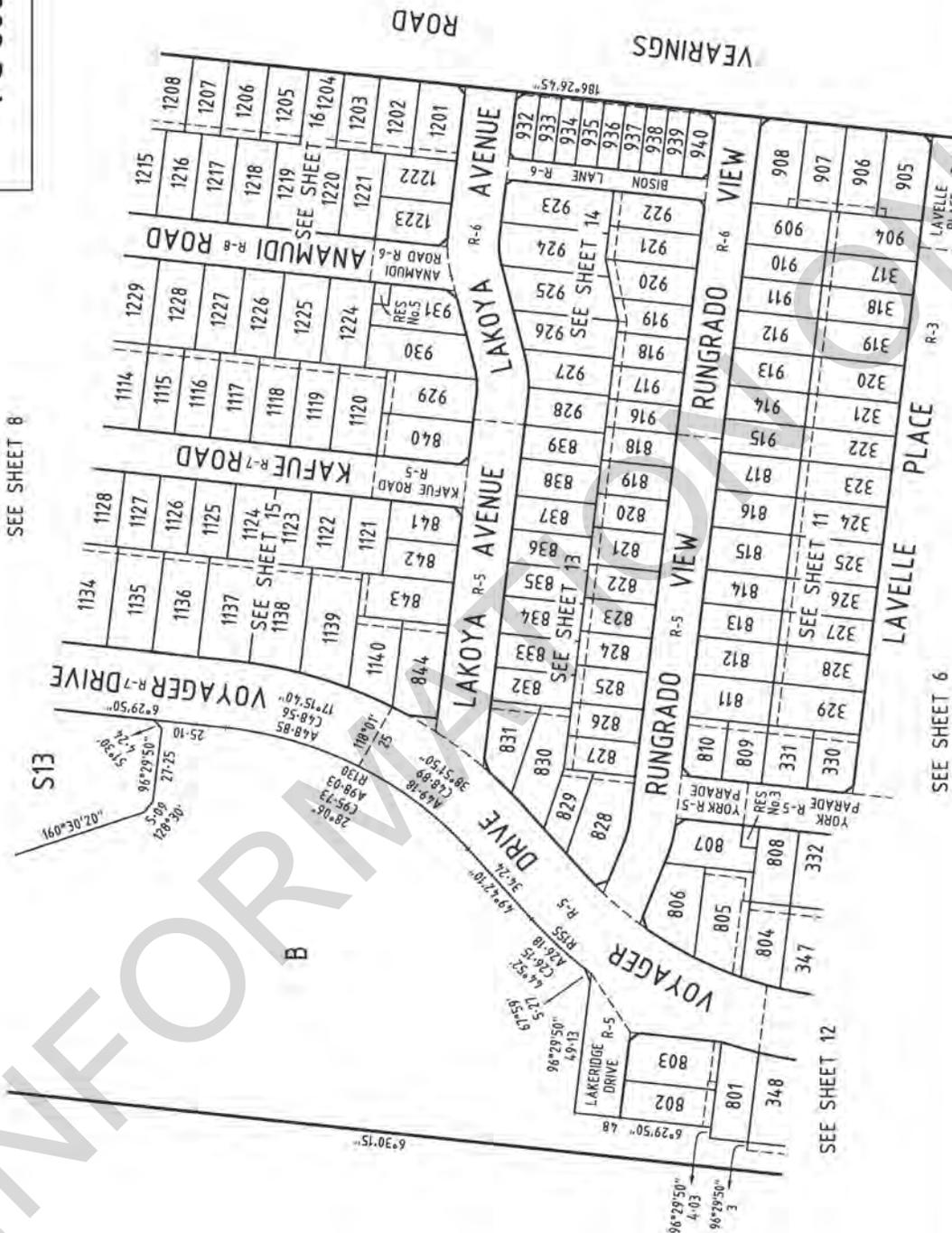
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SEE SHEET 8



SEE SHEET 6

SEE SHEET 12

SHEET 7

ORIGINAL SHEET SIZE: A3

SCALE 1:1500

15 0 15 30 45 60

ENGINEERING METRES

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SEE SHEET 11

SEE SHEET 12

SEE SHEET 9



SCALE 1:750

7.5 0 7.5 15 22.5 30

LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

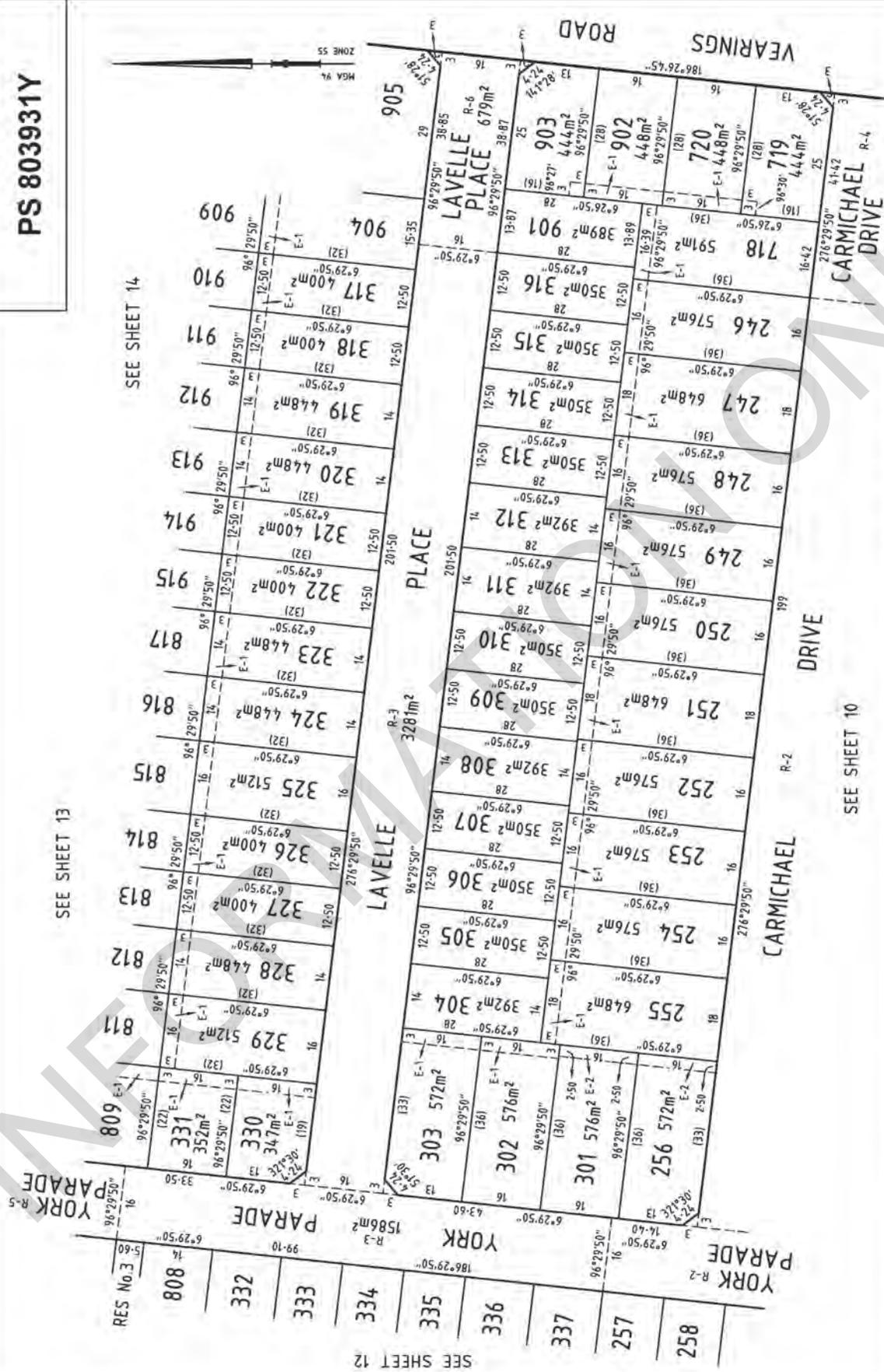
SHEET 10

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SEE SHEET 13

SEE SHEET 14

SEE SHEET 12

SEE SHEET 10

SHEET 11

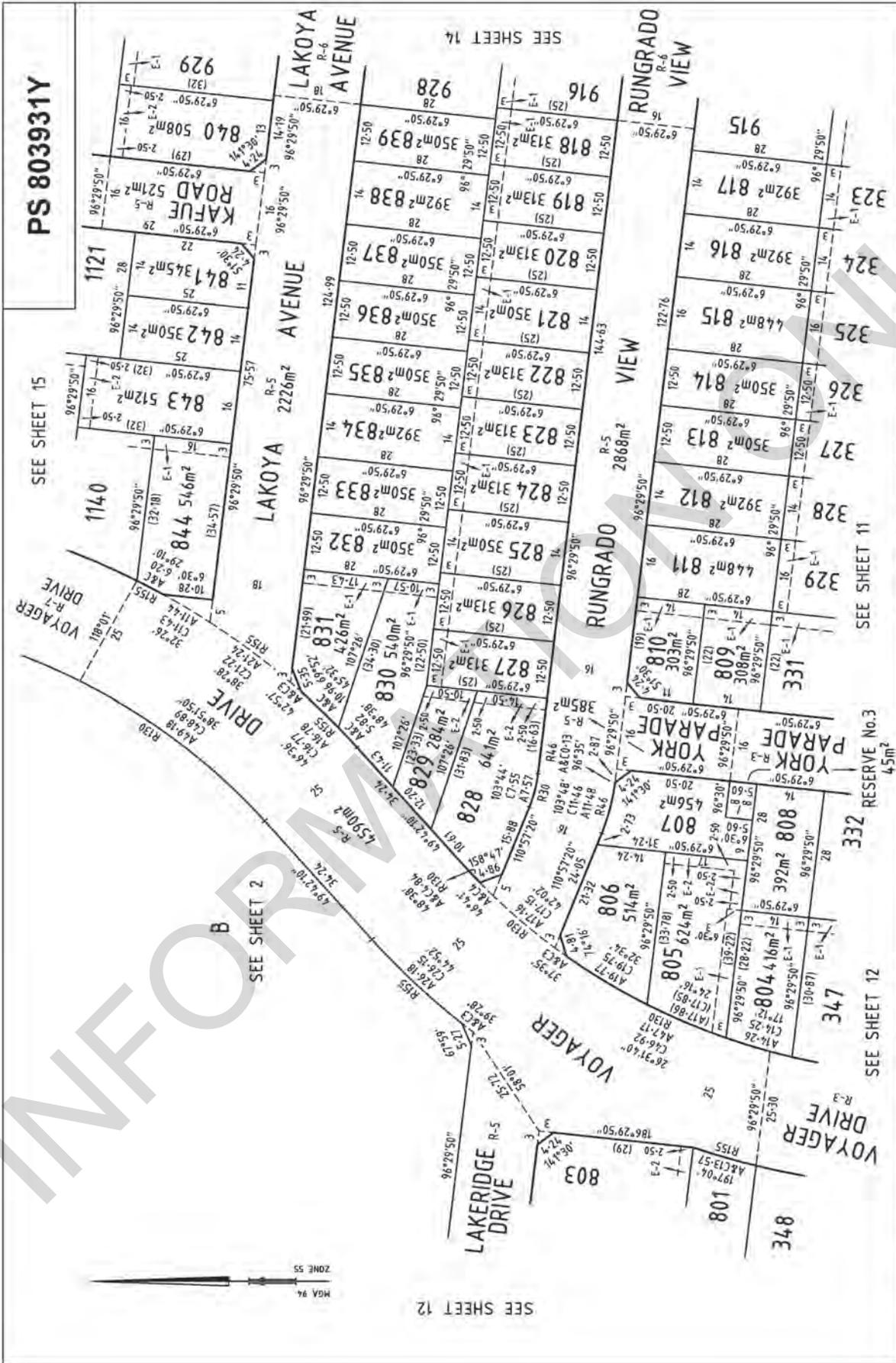
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SEE SHEET 15

SEE SHEET 2

SEE SHEET 12

SEE SHEET 11

SEE SHEET 14

SEE SHEET 10

SEE SHEET 12

SEE SHEET 12

SHEET 13

ORIGINAL SHEET SIZE: A3

SCALE 1:750

7.5 15 22.5 30

1.750

7.5 15 22.5 30

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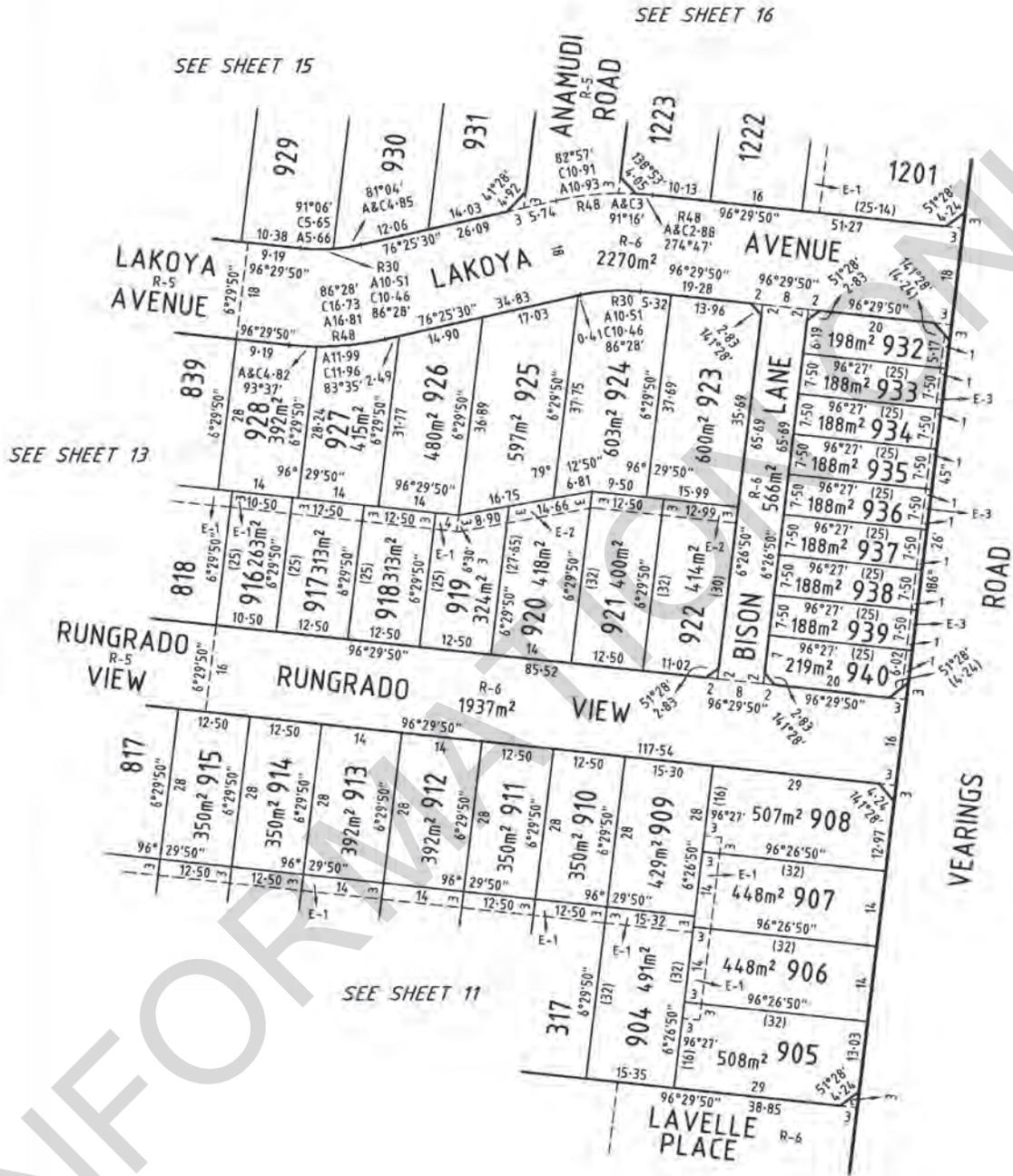
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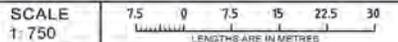
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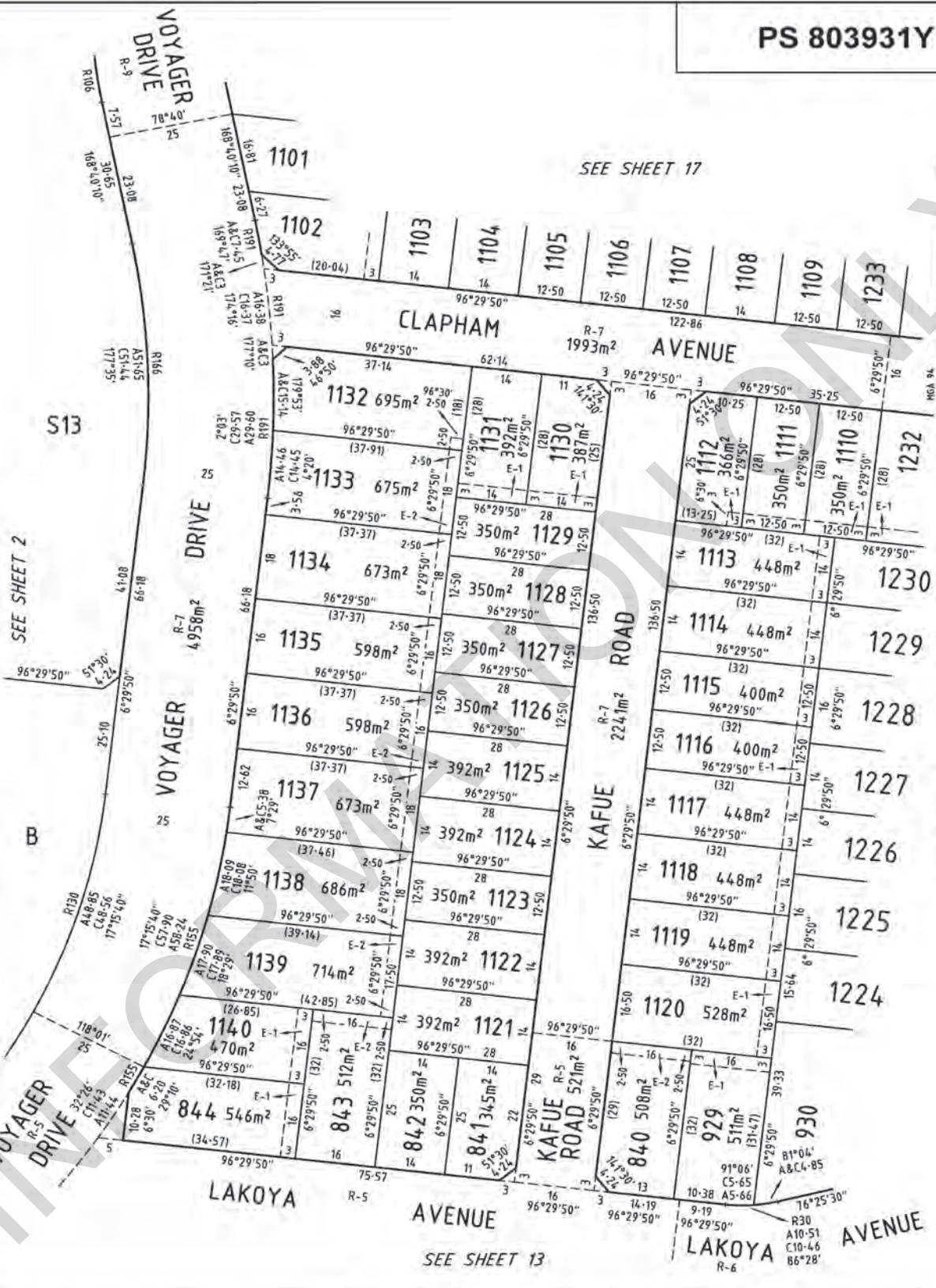
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SHEET 14

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PS 803931Y

SEE SHEET 17



S13

SEE SHEET 2

SEE SHEET 16

SEE SHEET 13



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SCALE 1:750	7.5 0 7.5 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 15
Licensed Surveyor, Mark Oswald Stansfield Ref: 321249SV00C Version: 1			

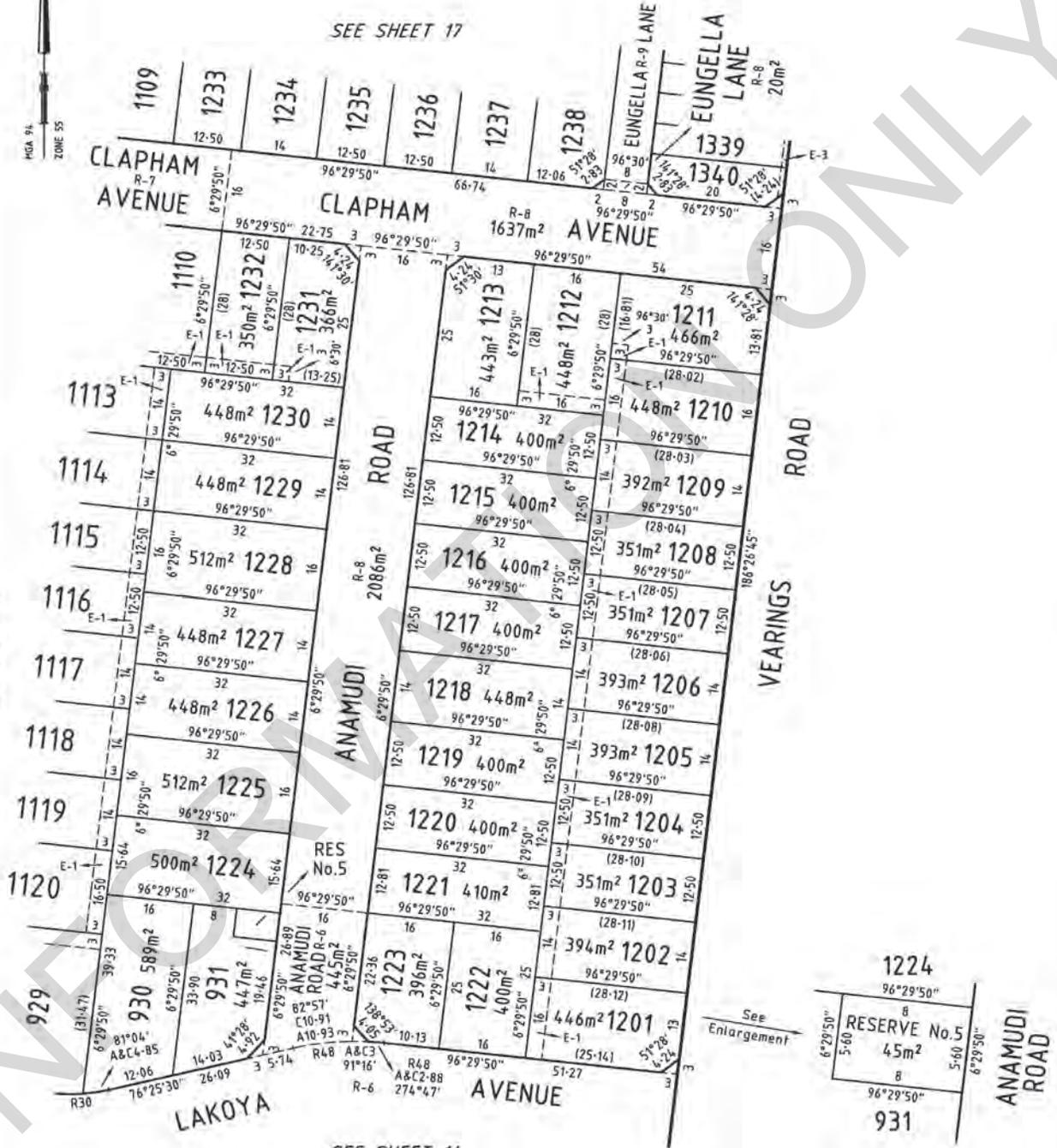
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SEE SHEET 17

SEE SHEET 15

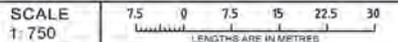
SEE SHEET 14



ENLARGEMENT
SCALE 1:250



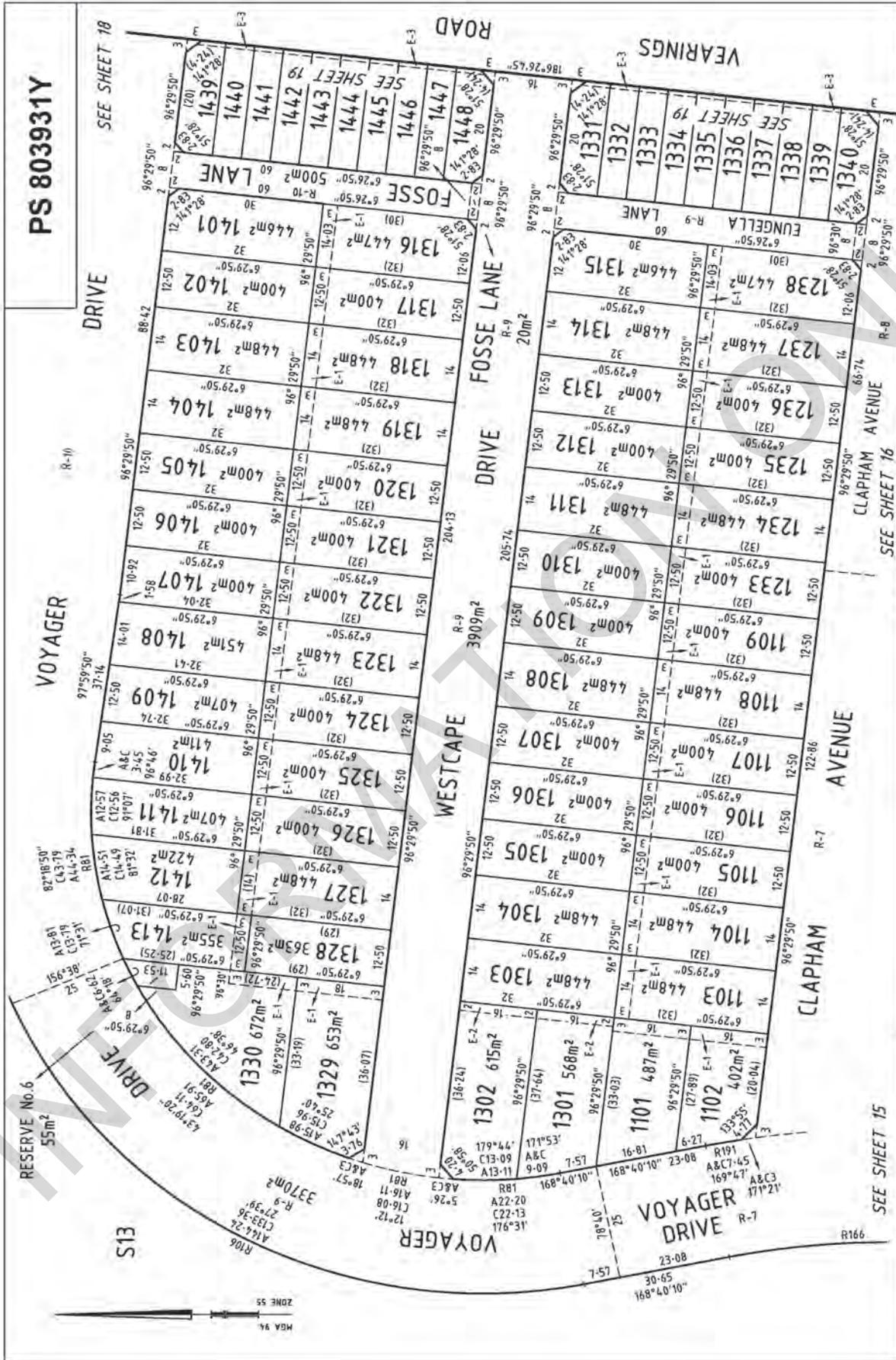
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SIZE: A3

SHEET 16

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PS 803931Y

VOYAGER DRIVE

DRIVE

SEE SHEET 18

WESTCAPE DRIVE

VOYAGER DRIVE

ROAD

VOYAGER DRIVE

DRIVE

SEE SHEET 15

CLAPHAM AVENUE

AVENUE

CLAPHAM AVENUE

SEE SHEET 16

VEARINGS ROAD

SEE SHEET 17

ORIGINAL SHEET SIZE: A3

SCALE 1:750

1 7.5 15 22.5 30

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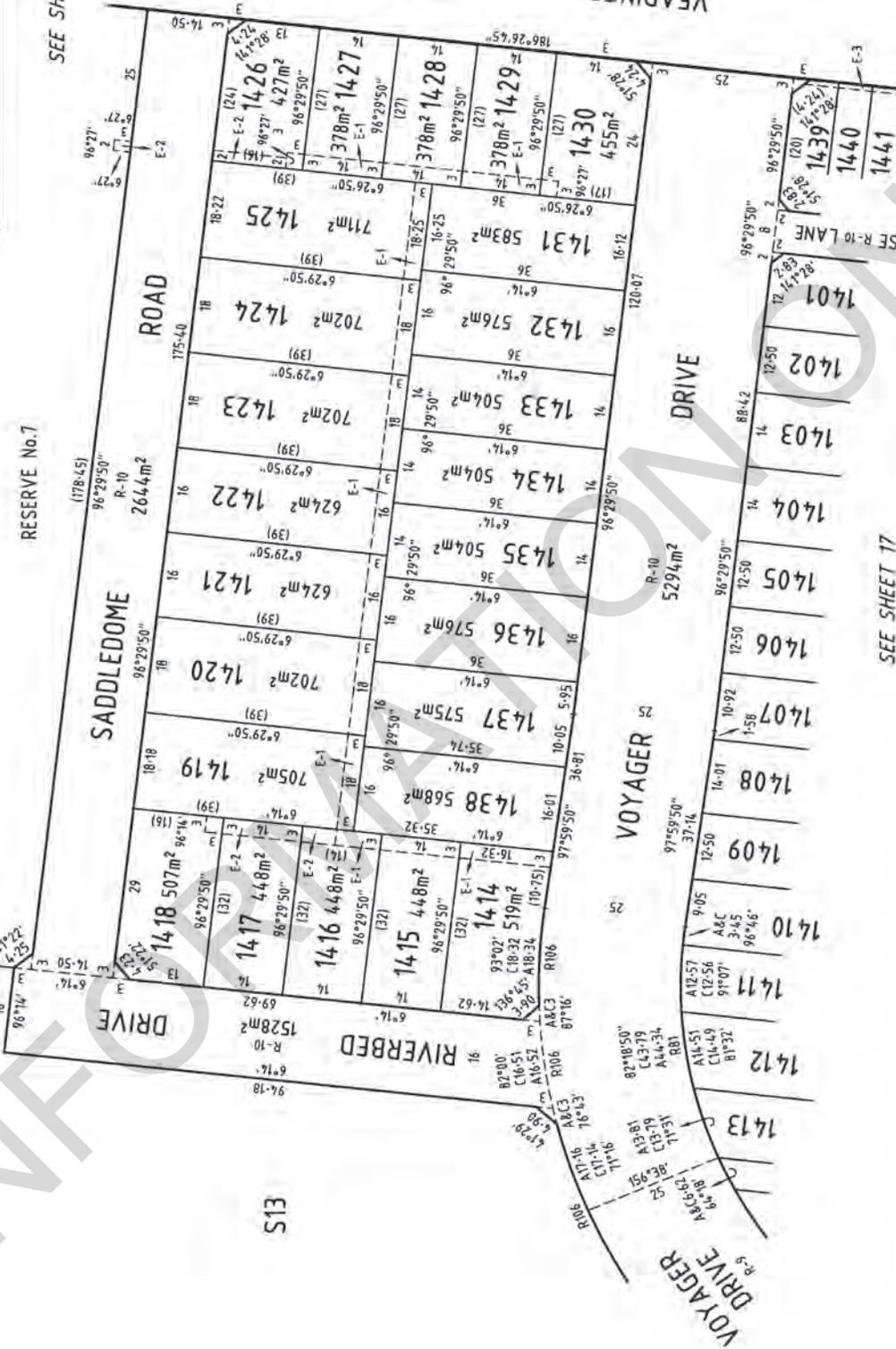
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SEE SHEET 2

SEE SHEET 2

RESERVE No.7

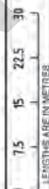


S13

SEE SHEET 17

SHEET 18

ORIGINAL SHEET SIZE: A3



SCALE 1:750

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SEE SHEET 18

VOYAGER R-10 DRIVE

ROAD

VEARINGS



SEE SHEET 17

SEE SHEET 17

WESTCAPE R-9 DRIVE

ROAD

VEARINGS



SEE SHEET 16

SHEET 18

ORIGINAL SHEET SIZE: A3

SCALE 1:400

1 0 4 8 12 16

LENGTHS ARE IN METRES

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PS 803931Y

CREATION OF RESTRICTION No. 1

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

Land to Benefit: Lots 101 to 136 (both inclusive)

Land to be Burdened: Lots 101 to 136 (both inclusive)

Description of Restriction:

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

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat).
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time.
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
 - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA5075.

CREATION OF RESTRICTION No. 2

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

Land to Benefit: Lots 101 to 136 (both inclusive)

Land to be Burdened: Lots 101 to 128 (both inclusive)

Description of Restriction:

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

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

CREATION OF RESTRICTION No. 3

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

Land to Benefit: Lots 101 to 136 (both inclusive)

Land to be Burdened: Lots 129 to 136 (both inclusive)

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



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SIZE: A3

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CREATION OF RESTRICTION No. 4

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

Land to Benefit: Lots 201 to 264 (both inclusive)

Land to be Burdened: Lots 201 to 264 (both inclusive)

Description of Restriction:

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

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat).
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time.
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
 - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA5168.

CREATION OF RESTRICTION No. 5

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

Land to Benefit: Lots 201 to 264 (both inclusive)

Land to be Burdened: Lots 201 to 264 (both inclusive)

Description of Restriction:

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

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



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 SIZE: A3

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CREATION OF RESTRICTION No. 6

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

Land to Benefit: Lots 301 to 361 (both inclusive)

Land to be Burdened: Lots 301 to 361 (both inclusive)

Description of Restriction:

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

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat).
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time.
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
 - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA5167.

CREATION OF RESTRICTION No. 7

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

Land to Benefit: Lots 301 to 361 (both inclusive)

Land to be Burdened: Lots 301 to 357 (both inclusive)

Description of Restriction:

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

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

CREATION OF RESTRICTION No. 8

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

Land to Benefit: Lots 301 to 361 (both inclusive)

Land to be Burdened: Lots 358 to 361 (both inclusive)

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



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CREATION OF RESTRICTION No. 9

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

Land to Benefit: Lots 701 to 720 (both inclusive)

Land to be Burdened: Lots 701 to 720 (both inclusive)

Description of Restriction:

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

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
 - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA7709.

CREATION OF RESTRICTION No. 10

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

Land to Benefit: Lots 701 to 720 (both inclusive)

Land to be Burdened: Lots 701 to 720 (both inclusive)

Description of Restriction:

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

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



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CREATION OF RESTRICTION No. 11

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

Land to Benefit: Lots 801 to 844 (both inclusive)

Land to be Burdened: Lots 801 to 844 (both inclusive)

Description of Restriction:

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

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat).
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time.
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time).
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works.
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
 - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA8135.

CREATION OF RESTRICTION No. 12

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

Land to Benefit: Lots 801 to 844 (both inclusive)

Land to be Burdened: Lots 801 to 828 and 830 to 844 (all inclusive)

Description of Restriction:

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

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

CREATION OF RESTRICTION No. 13

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

Land to Benefit: Lots 801 to 844 (both inclusive)

Land to be Burdened: Lot 829

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



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PS 803931Y

CREATION OF RESTRICTION No. 14

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

Land to Benefit: Lots 901 to 940 (both inclusive)

Land to be Burdened: Lots 901 to 940 (both inclusive)

Description of Restriction:

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

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat).
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time.
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
 - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA8598.

CREATION OF RESTRICTION No. 15

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

Land to Benefit: Lots 901 to 940 (both inclusive)

Land to be Burdened: Lots 901 to 915 and 917 to 931 (all inclusive)

Description of Restriction:

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

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

CREATION OF RESTRICTION No. 16

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

Land to Benefit: Lots 901 to 940 (both inclusive)

Land to be Burdened: Lots 916 and 932 to 940 (both inclusive)

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

CREATION OF RESTRICTION No. 17

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

Land to Benefit: Lots 901 to 940 (both inclusive)

Land to be Burdened: Lots 932 to 940 (both inclusive)

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

1. Remove, deface or modify the Drystone Wall along the eastern boundary of the lots.
2. Deny access to representatives of Whittlesea City Council to effect maintenance or repairs on the Drystone Wall along the eastern boundary of the lots.
3. Construct any fence within the footway easement designated E-3 on this plan.
4. Place any object that cannot be removed safely by a single person within the footway easement designated E-3 on this plan.
5. Plant or allow to grow any vegetation containing any spikes, thorns, barbs or similar parts, or which is more than 0.50 metres in height within the footway easement designated E-3 on this plan.



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CREATION OF RESTRICTION No. 18

PS 803931Y

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

Land to Benefit: Lots 1101 to 1140 (both inclusive)

Land to be Burdened: Lots 1101 to 1140 (both inclusive)

Description of Restriction:

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

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat).
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time.
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
 - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA8135.

CREATION OF RESTRICTION No. 19

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

Land to Benefit: Lots 1101 to 1140 (both inclusive)

Land to be Burdened: Lots 1101 to 1140 (both inclusive)

Description of Restriction:

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

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



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CREATION OF RESTRICTION No. 20

PS 803931Y

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

Land to Benefit: Lots 1201 to 1238 (both inclusive)

Land to be Burdened: Lots 1201 to 1238 (both inclusive)

Description of Restriction:

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

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
 - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA8154.

CREATION OF RESTRICTION No. 21

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

Land to Benefit: Lots 1201 to 1238 (both inclusive)

Land to be Burdened: Lots 1201 to 1238 (both inclusive)

Description of Restriction:

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

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



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CREATION OF RESTRICTION No. 22

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

Land to Benefit: Lots 1301 to 1340 (both inclusive)

Land to be Burdened: Lots 1301 to 1340 (both inclusive)

Description of Restriction:

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

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat).
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time.
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
 - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA8022.

CREATION OF RESTRICTION No. 23

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

Land to Benefit: Lots 1301 to 1340 (both inclusive)

Land to be Burdened: Lots 1301 to 1330 (both inclusive)

Description of Restriction:

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

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

CREATION OF RESTRICTION No. 24

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

Land to Benefit: Lots 1301 to 1340 (both inclusive)

Land to be Burdened: Lots 1331 to 1340 (both inclusive)

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

CREATION OF RESTRICTION No. 25

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

Land to Benefit: Lots 1301 to 1340 (both inclusive)

Land to be Burdened: Lots 1331 to 1340 (both inclusive)

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

1. Remove, deface or modify the Drystone Wall along the eastern boundary of the lots.
2. Deny access to representatives of Whittlesea City Council to effect maintenance or repairs on the Drystone Wall along the eastern boundary of the lots.
3. Construct any fence within the footway easement designated E-3 on this plan.
4. Place any object that cannot be removed safely by a single person within the footway easement designated E-3 on this plan.
5. Plant or allow to grow any vegetation containing any spikes, thorns, barbs or similar parts, or which is more than 0.50 metres in height within the footway easement designated E-3 on this plan.



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CREATION OF RESTRICTION No. 26

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

Land to Benefit: Lots 1401 to 1448 (both inclusive)

Land to be Burdened: Lots 1401 to 1448 (both inclusive)

Description of Restriction:

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

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat).
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time.
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
 - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA8023.

CREATION OF RESTRICTION No. 27

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

Land to Benefit: Lots 1401 to 1448 (both inclusive)

Land to be Burdened: Lots 1401 to 1438 (both inclusive)

Description of Restriction:

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

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

CREATION OF RESTRICTION No. 28

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

Land to Benefit: Lots 1401 to 1448 (both inclusive)

Land to be Burdened: Lots 1439 to 1448 (both inclusive)

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

CREATION OF RESTRICTION No. 29

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

Land to Benefit: Lots 1401 to 1448 (both inclusive)

Land to be Burdened: Lots 1439 to 1448 (both inclusive)

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

1. Remove, deface or modify the Drystone Wall along the eastern boundary of the lots.
2. Deny access to representatives of Whittlesea City Council to effect maintenance or repairs on the Drystone Wall along the eastern boundary of the lots.
3. Construct any fence within the footway easement designated E-3 on this plan.
4. Place any object that cannot be removed safely by a single person within the footway easement designated E-3 on this plan.
5. Plant or allow to grow any vegetation containing any spikes, thorns, barbs or similar parts, or which is more than 0.50 metres in height within the footway easement designated E-3 on this plan.



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CREATION OF RESTRICTION No. 30

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

Land to Benefit: Lots C, S13 and S14
Land to be Burdened: Lot C

Description of Restriction:

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

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

CREATION OF RESTRICTION No. 31

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

Land to Benefit: Lots C, S13 and S14
Land to be Burdened: Lot C

Description of Restriction:

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

- (i) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot



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Department of Environment, Land, Water & Planning

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

Produced 23/10/2025 12:17:06 PM

Status	Registered	Dealing Number	AZ488246C
Date and Time Lodged	15/08/2025 12:12:48 PM		

Lodger Details

Lodger Code	26453N
Name	INTERSTATE LAWYERS
Address	
Lodger Box	
Phone	
Email	
Reference	

TRANSFER

Jurisdiction	VICTORIA
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Land Title Reference

12442/309

Transferor(s)

Given Name(s)	EKREM
Family Name	ESENYEL
Given Name(s)	KEVSER
Family Name	CANATA

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 845000.00

Transferee(s)

Tenancy (inc. share)	Sole Proprietor
Given Name(s)	MAHA
Family Name	ARABI
Address	



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Street Number	35
Street Name	TOPAZ
Street Type	CRESCENT
Locality	SEVEN HILLS
State	NSW
Postcode	2147

Duty Transaction ID
6354420

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

Execution

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

Executed on behalf of	EKREM ESENYEL KEVSER CANATA
Signer Name	SEMA GUNDUZ
Signer Organisation	VICLAND CONVEYANCING
Signer Role	CONVEYANCING PRACTICE
Execution Date	15 AUGUST 2025

Execution

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

Executed on behalf of	MAHA ARABI
Signer Name	JENNIFER RUTH PIERNO
Signer Organisation	INTERSTATE LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	15 AUGUST 2025

File Notes:
NIL

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

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report (Premium)

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OWNERS CORPORATION 1
PLAN NO. PS803931Y

The land in PS803931Y is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Lots 101 - 136, 201 - 264, 301 - 361, 701 - 720, 801 - 844, 901 - 940, 1101 - 1140, 1201 - 1238, 1301 - 1340, 1401 - 1448, S3, S13, S14.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

LEVEL 1 6 RIVERSIDE QUAY SOUTHBANK VIC 3006

PS803931Y/S8 07/12/2022

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. OC043918Y 01/06/2019

Additional Owners Corporation Information:

OC043917B 01/06/2019

Notations:

NIL

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Lot 101	12086/328	10	10
Lot 102	12086/329	10	10
Lot 103	12086/330	10	10
Lot 104	12086/331	10	10
Lot 105	12086/332	10	10
Lot 106	12086/333	10	10
Lot 107	12086/334	10	10



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Owners Corporation Search Report (Premium)

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**OWNERS CORPORATION 1
PLAN NO. PS803931Y**

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Lot 108	12086/335	10	10
Lot 109	12086/336	10	10
Lot 110	12086/337	10	10
Lot 111	12086/338	10	10
Lot 112	12258/892	10	10
Lot 113	12086/340	10	10
Lot 114	12086/341	10	10
Lot 115	12086/342	10	10
Lot 116	12086/343	10	10
Lot 117	12086/344	10	10
Lot 118	12086/345	10	10
Lot 119	12086/346	10	10
Lot 120	12086/347	10	10
Lot 121	12086/348	10	10
Lot 122	12086/349	10	10
Lot 123	12086/350	10	10
Lot 124	12086/351	10	10
Lot 125	12086/352	10	10
Lot 126	12086/353	10	10
Lot 127	12086/354	10	10
Lot 128	12086/355	10	10
Lot 129	12086/356	10	10
Lot 130	12086/357	10	10
Lot 131	12086/358	10	10
Lot 132	12086/359	10	10
Lot 133	12086/360	10	10
Lot 134	12086/361	10	10
Lot 135	12086/362	10	10
Lot 136	12086/363	10	10



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OWNERS CORPORATION 1
PLAN NO. PS803931Y

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Lot 201	12101/303	10	10
Lot 202	12101/304	10	10
Lot 203	12101/305	10	10
Lot 204	12101/306	10	10
Lot 205	12101/307	10	10
Lot 206	12101/308	10	10
Lot 207	12101/309	10	10
Lot 208	12101/310	10	10
Lot 209	12101/311	10	10
Lot 210	12101/312	10	10
Lot 211	12101/313	10	10
Lot 212	12101/314	10	10
Lot 213	12101/315	10	10
Lot 214	12101/316	10	10
Lot 215	12101/317	10	10
Lot 216	12101/318	10	10
Lot 217	12101/319	10	10
Lot 218	12101/320	10	10
Lot 219	12101/321	10	10
Lot 220	12101/322	10	10
Lot 221	12101/323	10	10
Lot 222	12101/324	10	10
Lot 223	12101/325	10	10
Lot 224	12101/326	10	10
Lot 225	12101/327	10	10
Lot 226	12101/328	10	10
Lot 227	12101/329	10	10
Lot 228	12101/330	10	10
Lot 229	12101/331	10	10



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**OWNERS CORPORATION 1
PLAN NO. PS803931Y**

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Lot 230	12101/332	10	10
Lot 231	12101/333	10	10
Lot 232	12101/334	10	10
Lot 233	12101/335	10	10
Lot 234	12101/336	10	10
Lot 235	12101/337	10	10
Lot 236	12101/338	10	10
Lot 237	12101/339	10	10
Lot 238	12101/340	10	10
Lot 239	12101/341	10	10
Lot 240	12101/342	10	10
Lot 241	12101/343	10	10
Lot 242	12101/344	10	10
Lot 243	12101/345	10	10
Lot 244	12101/346	10	10
Lot 245	12101/347	10	10
Lot 246	12101/348	10	10
Lot 247	12101/349	10	10
Lot 248	12101/350	10	10
Lot 249	12101/351	10	10
Lot 250	12101/352	10	10
Lot 251	12101/353	10	10
Lot 252	12101/354	10	10
Lot 253	12101/355	10	10
Lot 254	12101/356	10	10
Lot 255	12101/357	10	10
Lot 256	12101/358	10	10
Lot 257	12101/359	10	10
Lot 258	12101/360	10	10



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**OWNERS CORPORATION 1
PLAN NO. PS803931Y**

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Lot 259	12101/361	10	10
Lot 260	12101/362	10	10
Lot 261	12101/363	10	10
Lot 262	12101/364	10	10
Lot 263	12101/365	10	10
Lot 264	12101/366	10	10
Lot 301	12102/340	10	10
Lot 302	12102/341	10	10
Lot 303	12102/342	10	10
Lot 304	12102/343	10	10
Lot 305	12102/344	10	10
Lot 306	12102/345	10	10
Lot 307	12102/346	10	10
Lot 308	12102/347	10	10
Lot 309	12102/348	10	10
Lot 310	12102/349	10	10
Lot 311	12102/350	10	10
Lot 312	12102/351	10	10
Lot 313	12102/352	10	10
Lot 314	12102/353	10	10
Lot 315	12102/354	10	10
Lot 316	12102/355	10	10
Lot 317	12102/356	10	10
Lot 318	12102/357	10	10
Lot 319	12102/358	10	10
Lot 320	12102/359	10	10
Lot 321	12102/360	10	10
Lot 322	12102/361	10	10
Lot 323	12102/362	10	10



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**OWNERS CORPORATION 1
PLAN NO. PS803931Y**

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Lot 324	12102/363	10	10
Lot 325	12102/364	10	10
Lot 326	12102/365	10	10
Lot 327	12102/366	10	10
Lot 328	12102/367	10	10
Lot 329	12102/368	10	10
Lot 330	12102/369	10	10
Lot 331	12102/370	10	10
Lot 332	12102/371	10	10
Lot 333	12102/372	10	10
Lot 334	12102/373	10	10
Lot 335	12102/374	10	10
Lot 336	12102/375	10	10
Lot 337	12102/376	10	10
Lot 338	12102/377	10	10
Lot 339	12102/378	10	10
Lot 340	12102/379	10	10
Lot 341	12102/380	10	10
Lot 342	12102/381	10	10
Lot 343	12102/382	10	10
Lot 344	12102/383	10	10
Lot 345	12102/384	10	10
Lot 346	12102/385	10	10
Lot 347	12102/386	10	10
Lot 348	12102/387	10	10
Lot 349	12102/388	10	10
Lot 350	12102/389	10	10
Lot 351	12102/390	10	10
Lot 352	12102/391	10	10



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**OWNERS CORPORATION 1
PLAN NO. PS803931Y**

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Lot 353	12102/392	10	10
Lot 354	12102/393	10	10
Lot 355	12102/394	10	10
Lot 356	12102/395	10	10
Lot 357	12102/396	10	10
Lot 358	12102/397	10	10
Lot 359	12102/398	10	10
Lot 360	12102/399	10	10
Lot 361	12102/400	10	10
Lot 701	12339/604	10	10
Lot 702	12339/605	10	10
Lot 703	12339/606	10	10
Lot 704	12339/607	10	10
Lot 705	12339/608	10	10
Lot 706	12339/609	10	10
Lot 707	12339/610	10	10
Lot 708	12339/611	10	10
Lot 709	12339/612	10	10
Lot 710	12339/613	10	10
Lot 711	12339/614	10	10
Lot 712	12339/615	10	10
Lot 713	12339/616	10	10
Lot 714	12339/617	10	10
Lot 715	12339/618	10	10
Lot 716	12339/619	10	10
Lot 717	12339/620	10	10
Lot 718	12339/621	10	10
Lot 719	12339/622	10	10
Lot 720	12339/623	10	10



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**OWNERS CORPORATION 1
PLAN NO. PS803931Y**

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Lot 801	12378/777	10	10
Lot 802	12378/778	10	10
Lot 803	12378/779	10	10
Lot 804	12378/780	10	10
Lot 805	12378/781	10	10
Lot 806	12378/782	10	10
Lot 807	12378/783	10	10
Lot 808	12378/784	10	10
Lot 809	12378/785	10	10
Lot 810	12378/786	10	10
Lot 811	12378/787	10	10
Lot 812	12378/788	10	10
Lot 813	12378/789	10	10
Lot 814	12378/790	10	10
Lot 815	12378/791	10	10
Lot 816	12378/792	10	10
Lot 817	12378/793	10	10
Lot 818	12378/794	10	10
Lot 819	12378/795	10	10
Lot 820	12378/796	10	10
Lot 821	12378/797	10	10
Lot 822	12378/798	10	10
Lot 823	12378/799	10	10
Lot 824	12378/800	10	10
Lot 825	12378/801	10	10
Lot 826	12378/802	10	10
Lot 827	12378/803	10	10
Lot 828	12378/804	10	10
Lot 829	12378/805	10	10



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Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Lot 830	12378/806	10	10
Lot 831	12378/807	10	10
Lot 832	12378/808	10	10
Lot 833	12378/809	10	10
Lot 834	12378/810	10	10
Lot 835	12378/811	10	10
Lot 836	12378/812	10	10
Lot 837	12378/813	10	10
Lot 838	12378/814	10	10
Lot 839	12378/815	10	10
Lot 840	12378/816	10	10
Lot 841	12378/817	10	10
Lot 842	12378/818	10	10
Lot 843	12378/819	10	10
Lot 844	12378/820	10	10
Lot 901	12395/552	10	10
Lot 902	12395/553	10	10
Lot 903	12395/554	10	10
Lot 904	12395/555	10	10
Lot 905	12395/556	10	10
Lot 906	12395/557	10	10
Lot 907	12395/558	10	10
Lot 908	12395/559	10	10
Lot 909	12395/560	10	10
Lot 910	12395/561	10	10
Lot 911	12395/562	10	10
Lot 912	12395/563	10	10
Lot 913	12395/564	10	10
Lot 914	12395/565	10	10



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OWNERS CORPORATION 1
PLAN NO. PS803931Y

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Lot 915	12395/566	10	10
Lot 916	12395/567	10	10
Lot 917	12395/568	10	10
Lot 918	12395/569	10	10
Lot 919	12395/570	10	10
Lot 920	12395/571	10	10
Lot 921	12395/572	10	10
Lot 922	12395/573	10	10
Lot 923	12395/574	10	10
Lot 924	12395/575	10	10
Lot 925	12395/576	10	10
Lot 926	12395/577	10	10
Lot 927	12395/578	10	10
Lot 928	12395/579	10	10
Lot 929	12395/580	10	10
Lot 930	12395/581	10	10
Lot 931	12395/582	10	10
Lot 932	12395/583	10	10
Lot 933	12395/584	10	10
Lot 934	12395/585	10	10
Lot 935	12395/586	10	10
Lot 936	12395/587	10	10
Lot 937	12395/588	10	10
Lot 938	12395/589	10	10
Lot 939	12395/590	10	10
Lot 940	12395/591	10	10
Lot 1101	12442/288	10	10
Lot 1102	12442/289	10	10
Lot 1103	12442/290	10	10



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OWNERS CORPORATION 1
PLAN NO. PS803931Y

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Lot 1104	12442/291	10	10
Lot 1105	12442/292	10	10
Lot 1106	12442/293	10	10
Lot 1107	12442/294	10	10
Lot 1108	12442/295	10	10
Lot 1109	12442/296	10	10
Lot 1110	12442/297	10	10
Lot 1111	12442/298	10	10
Lot 1112	12442/299	10	10
Lot 1113	12442/300	10	10
Lot 1114	12442/301	10	10
Lot 1115	12521/740	10	10
Lot 1116	12442/303	10	10
Lot 1117	12442/304	10	10
Lot 1118	12442/305	10	10
Lot 1119	12442/306	10	10
Lot 1120	12442/307	10	10
Lot 1121	12442/308	10	10
Lot 1122	12442/309	10	10
Lot 1123	12442/310	10	10
Lot 1124	12442/311	10	10
Lot 1125	12442/312	10	10
Lot 1126	12442/313	10	10
Lot 1127	12442/314	10	10
Lot 1128	12442/315	10	10
Lot 1129	12442/316	10	10
Lot 1130	12442/317	10	10
Lot 1131	12442/318	10	10
Lot 1132	12442/319	10	10



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**OWNERS CORPORATION 1
PLAN NO. PS803931Y**

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Lot 1133	12442/320	10	10
Lot 1134	12442/321	10	10
Lot 1135	12442/322	10	10
Lot 1136	12442/323	10	10
Lot 1137	12442/324	10	10
Lot 1138	12442/325	10	10
Lot 1139	12442/326	10	10
Lot 1140	12442/327	10	10
Lot 1201	12442/393	10	10
Lot 1202	12442/394	10	10
Lot 1203	12442/395	10	10
Lot 1204	12442/396	10	10
Lot 1205	12442/397	10	10
Lot 1206	12442/398	10	10
Lot 1207	12442/399	10	10
Lot 1208	12442/400	10	10
Lot 1209	12442/401	10	10
Lot 1210	12442/402	10	10
Lot 1211	12442/403	10	10
Lot 1212	12442/404	10	10
Lot 1213	12442/405	10	10
Lot 1214	12442/406	10	10
Lot 1215	12442/407	10	10
Lot 1216	12442/408	10	10
Lot 1217	12442/409	10	10
Lot 1218	12442/410	10	10
Lot 1219	12442/411	10	10
Lot 1220	12442/412	10	10
Lot 1221	12442/413	10	10



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**OWNERS CORPORATION 1
PLAN NO. PS803931Y**

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Lot 1222	12442/414	10	10
Lot 1223	12442/415	10	10
Lot 1224	12442/416	10	10
Lot 1225	12442/417	10	10
Lot 1226	12442/418	10	10
Lot 1227	12442/419	10	10
Lot 1228	12442/420	10	10
Lot 1229	12442/421	10	10
Lot 1230	12442/422	10	10
Lot 1231	12442/423	10	10
Lot 1232	12442/424	10	10
Lot 1233	12442/425	10	10
Lot 1234	12442/426	10	10
Lot 1235	12442/427	10	10
Lot 1236	12442/428	10	10
Lot 1237	12442/429	10	10
Lot 1238	12442/430	10	10
Lot 1301	12476/496	10	10
Lot 1302	12476/497	10	10
Lot 1303	12476/498	10	10
Lot 1304	12476/499	10	10
Lot 1305	12476/500	10	10
Lot 1306	12476/501	10	10
Lot 1307	12476/502	10	10
Lot 1308	12476/503	10	10
Lot 1309	12476/504	10	10
Lot 1310	12476/505	10	10
Lot 1311	12476/506	10	10
Lot 1312	12476/507	10	10



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**OWNERS CORPORATION 1
PLAN NO. PS803931Y**

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Lot 1313	12476/508	10	10
Lot 1314	12476/509	10	10
Lot 1315	12476/510	10	10
Lot 1316	12476/511	10	10
Lot 1317	12476/512	10	10
Lot 1318	12476/513	10	10
Lot 1319	12476/514	10	10
Lot 1320	12476/515	10	10
Lot 1321	12476/516	10	10
Lot 1322	12476/517	10	10
Lot 1323	12476/518	10	10
Lot 1324	12476/519	10	10
Lot 1325	12476/520	10	10
Lot 1326	12476/521	10	10
Lot 1327	12476/522	10	10
Lot 1328	12476/523	10	10
Lot 1329	12476/524	10	10
Lot 1330	12476/525	10	10
Lot 1331	12476/526	10	10
Lot 1332	12476/527	10	10
Lot 1333	12476/528	10	10
Lot 1334	12476/529	10	10
Lot 1335	12476/530	10	10
Lot 1336	12476/531	10	10
Lot 1337	12476/532	10	10
Lot 1338	12476/533	10	10
Lot 1339	12476/534	10	10
Lot 1340	12476/535	10	10
Lot 1401	12476/549	10	10



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**OWNERS CORPORATION 1
PLAN NO. PS803931Y**

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Lot 1402	12476/550	10	10
Lot 1403	12476/551	10	10
Lot 1404	12476/552	10	10
Lot 1405	12476/553	10	10
Lot 1406	12476/554	10	10
Lot 1407	12476/555	10	10
Lot 1408	12476/556	10	10
Lot 1409	12476/557	10	10
Lot 1410	12476/558	10	10
Lot 1411	12476/559	10	10
Lot 1412	12476/560	10	10
Lot 1413	12476/561	10	10
Lot 1414	12476/562	10	10
Lot 1415	12476/563	10	10
Lot 1416	12476/564	10	10
Lot 1417	12476/565	10	10
Lot 1418	12476/566	10	10
Lot 1419	12476/567	10	10
Lot 1420	12476/568	10	10
Lot 1421	12476/569	10	10
Lot 1422	12476/570	10	10
Lot 1423	12476/571	10	10
Lot 1424	12476/572	10	10
Lot 1425	12476/573	10	10
Lot 1426	12476/574	10	10
Lot 1427	12476/575	10	10
Lot 1428	12476/576	10	10
Lot 1429	12476/577	10	10
Lot 1430	12476/578	10	10



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**OWNERS CORPORATION 1
PLAN NO. PS803931Y**

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Lot 1431	12476/579	10	10
Lot 1432	12476/580	10	10
Lot 1433	12476/581	10	10
Lot 1434	12476/582	10	10
Lot 1435	12476/583	10	10
Lot 1436	12476/584	10	10
Lot 1437	12476/585	10	10
Lot 1438	12476/586	10	10
Lot 1439	12476/587	10	10
Lot 1440	12476/588	10	10
Lot 1441	12476/589	10	10
Lot 1442	12476/590	10	10
Lot 1443	12476/591	10	10
Lot 1444	12476/592	10	10
Lot 1445	12476/593	10	10
Lot 1446	12476/594	10	10
Lot 1447	12476/595	10	10
Lot 1448	12476/596	10	10
Lot S3	12086/326	80	1
Lot S13	12534/882	500	1
Lot S14	12534/883	100	1
Total		4990.00	4313.00

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

Statement End.

Date of issue 24/10/2025	Assessment No. 1185123	Certificate No. 177654	Your reference 78522713-018-0
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Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2026

Property location: 5 Kafue Road WOLLERT 3750
Description: LOT: 1122 PS: 803931Y
AVPCC: 100 Vacant Residential Dwelling Site/Surveyed Lot

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	\$380,000	\$380,000	\$19,000

The Net Annual Value is used for rating purposes. The Capital Improved Value is used for fire levy purposes.

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2025 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 01/07/2025	\$898.45
ESVF Fixed charge (Res) levied on 01/07/2025	\$136.00
ESVF Variable Levy (Res) levied on 01/07/2025	\$65.74
Waste Landfill Levy General levied on 01/07/2025	\$15.45
Arrears to 30/06/2025	\$0.00
Interest to 24/10/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$1,115.64
Balance of rates & charges due:	\$0.00

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$0.00
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Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

Council Offices

25 Ferres Boulevard, South Morang VIC 3752
Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

National Relay Service: 133 677 (ask for 9217 2170)

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

 **131 450**

ABN 72 431 091 058

whittlesea.vic.gov.au

2. Outstanding or potential liability / Sub divisional requirement:

There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

3. Notices and orders:

The following notices and orders on the land have continuing application under the *Local Government Act 2020*, *Local Government Act 1989* or under a local law of the Council:

No Orders applicable.

4. Specified flood level:

There is no specified flood level within the meaning of Regulation 802(2) of the Building Regulations 2006.

5. Special notes:

The purchaser must pay all rates and charges outstanding, immediately upon settlement. Payments shown on this certificate are subject to clearance by the bank.

Interest penalty on late payments

Overdue amounts will be charged penalty interest as fixed under the *Penalty Interest Rates Act 1983*. It will be applied after the due date of an instalment. For lump sum payers intending to pay by 15 February, interest penalty will be applied after the due date of the lump sum, but calculated on each of the instalment amounts that are overdue from the day after their due dates. In all cases interest penalty will continue to accrue until all amounts are paid in full.

6. Other information:



Authorising Officer

This property may be subject to a supplementary valuation.

A fire hazard removal notice could be issued against this property. Please check with the Council on the date of settlement.

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the *Local Government Act 2020*, the *Local Government Act 1989*, the *Local Government Act 1958* or under a local law of the Council.

This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 1185123



Phone 1300 301 185
Ref 1185123



Biller Code 5157
Ref 1185123



YARRA VALLEY WATER
 ABN 93 068 902 501

Lucknow Street
 Mitcham Victoria 3132

Private Bag 1
 Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

23rd October 2025

Tasc Conveyancing (NSW) Pty Ltd C/- InfoTrack (LEA
 LANDATA

Dear Tasc Conveyancing (NSW) Pty Ltd C/- InfoTrack (LEA,

RE: Application for Water Information Statement

Property Address:	5 KAFUE ROAD WOLLERT 3750
Applicant	Tasc Conveyancing (NSW) Pty Ltd C/- InfoTrack (LEA LANDATA
Information Statement	30984280
Conveyancing Account Number	7959580000
Your Reference	359581

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Conditions of Connection and Consent
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address propertyflow@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Lisa Anelli
 GENERAL MANAGER
 RETAIL SERVICES



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yvw.com.au

Yarra Valley Water Property Information Statement

Property Address	5 KAFUE ROAD WOLLERT 3750
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit yvw.com.au/recycled.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.



YARRA VALLEY WATER
ABN 93 066 902 501

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Melbourne Water Property Information Statement

Property Address	5 KAFUE ROAD WOLLERT 3750
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



**Yarra Valley Water
Information Statement
Number: 30984280**

Address	5 KAFUE ROAD WOLLERT 3750
Date	23/10/2025
Scale	1:1000



Yarra Valley Water
ABN 93 066 902 501



Existing Title	 Access Point Number	 GLV2-42	 MW Drainage Channel Centreline
Proposed Title	 Sewer Manhole	 MW Drainage Underground Centreline	 MW Drainage Manhole
Easement	 Sewer Pipe Flow	 MW Drainage Natural Waterway	 Sewer Branch
Existing Sewer	 Sewer Offset	 MW Drainage Natural Waterway	 Sewer Branch
Abandoned Sewer	 Sewer Branch	 MW Drainage Natural Waterway	 Sewer Branch

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

10th September 2023

Application ID: 599296

CONDITIONS OF CONNECTION

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

Approval Detail

Water

Required Services

Product	Qty
Relocate meters in Recycled area ONLY up to 600mm	1

Specific conditions affecting encumbrances on property:

Recycled Water

Conditions of Connection Details

GENERAL

In these conditions the terms,

- (a) 'You' and 'Your' refer to the owner of a property connected (or about to be connected) to Yarra Valley Water assets
- (b) 'We', 'Us' and 'Our' refer to Yarra Valley Water.

Section 145 of the Water Act 1989 details the legislative rights and responsibilities of both the applicant and Yarra Valley Water in relation to connection, alteration or removal and discharging to the works of Yarra Valley Water. These Conditions of Connection set out the terms and conditions to be satisfied for connecting a property to sewer, potable and recycled water.

These conditions are binding on successor-in-title of the person who applied for that consent, under section 145 of the Water Act 1989. If you are not the owner of the property, please provide a copy of this letter to the owner.

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.

It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:

- Plumbing Regulations 1998 (Vic);
 - Water Industry Regulations 2006 (Vic);
 - Building Act 1993 (Vic);
 - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

It is the responsibility of the person performing any excavation in a road reserve to obtain a Road Opening Permit from the relevant Authority before any excavation work commences. All traffic management requirements contained in the permit must be complied with.

WATER

METER ASSEMBLIES & POSITIONING

It is the responsibility of the private plumber to ensure that containment, zone and individual backflow prevention is provided.

Water meter assemblies:

- a) Must be within 2 metres of the title boundary that abuts the water main
- b) Must be fitted at right angles to the water main, in line with the tapping
- c) Must be fully supported with minimum ground clearance of 150mm and should not be >300mm from the finished ground level to the base of the assembly
- d) Must not be encased in concrete surrounds
- e) Must be readily accessible for reading, maintenance and replacement. If Yarra Valley Water deem meters to be inaccessible, remote meters may be required at additional cost to the customer
- f) Can be installed in utility rooms or meter cabinets located within a common access area and must be readily accessible, subject to Yarra Valley Water's approval

If meters need to be moved >600mm a plugging and re-tapping must be booked and the relevant fee paid.

Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering.

Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water.

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water website (www.yvw.com.au) to ensure the installations meet the required standard.

REMOVAL OF WATER METERS

Only Yarra Valley Water's plumbing contractor is permitted to remove water meters.

If redevelopment of the site is occurring and the meter is no longer required, a plugging of the service must be arranged and the meter will be collected by our contractor at the time of the plugging.

DAMAGED OR STOLEN METERS

If the builder/plumber damage a meter or meter assembly, it is the responsibility of the builder/plumber to rectify these assets back to the same condition as at time of installation by Yarra Valley Water.

- Failure to do so will result in Yarra Valley Water making the necessary amendments and recovering these costs from the property owner.
- Repeat offences may result in the services being plugged and re-booking fees will apply to have the services reinstated

Stolen meters are to be reported to Yarra Valley Water faults and emergencies:

- Call **13 2762** (24 hrs).
- Replacement of stolen meters can take up to 10 days. If replacement is required more

urgently, please advise the operator at the time of the call.

- Until the meter is replaced no connections between the supply and the dwelling are to be reinstated. No straight pieces or alternative connections are allowed to be installed.

Meter assemblies must adhere to Yarra Valley Water's metering technical drawings which can be found at www.yvw.com.au/help-advice/develop-build/plumbers/water-metering-and-servicing

RECYCLED WATER CONDITIONS

Supplementary Conditions of Connection for Class A Recycled Water

IMPORTANT NOTICE - MUST BE PASSED TO THE PLUMBER & PROPERTY OWNER

Checklist	√ or X
This property must be connected to recycled water	
All toilets to be connected to recycled water	
Recycled water external taps front & back to be provided	
Laundry (washing machine stop tap) to be connected to recycled water	
All pipework to be inspected by YVW www.yvw.com.au/rwinspection	
All recycled water pipework to be purple as per AS3500	
Meters have not been moved. Only YVW can move the meters	

Subdivisions will not be issued with Statement of Compliance until these recycled water conditions and any other conditions imposed by YVW have been met.

These conditions are issued under Section 145 of the *Water Act 1989* ("*the Act*") and are applicable to properties supplied with Class A recycled water. These conditions are additional to any other conditions issued in relation to water supply and sewerage works. **Penalties apply under *the Act* for breaches of these conditions.**

Recycled Water Supply

In addition to the drinking water supply, this property must be connected to the Class A recycled water supply system.

Until Class A recycled water becomes available in the recycled water pipes, the property will be supplied with drinking water only. Drinking water will be supplied through both the drinking water and the Class A recycled water systems.

Residents will be advised prior to the Class A recycled water supply becoming available.

INFORMATION ONLY

1. Breaching these Conditions

1.1. Yarra Valley Water may undertake follow up action under *the Act* for observed non-compliance to these conditions. Action may include:

- (a) Serving a Notice to the applicant or property owner under Sections 150/151 of *the Act*. If a Notice is not complied with Yarra Valley Water will carry out any works and take any other action necessary to remedy the contravention and recover reasonable costs from the person on whom the Notice was served
- (b) Discontinuation of supply without notice under Section 168 of *the Act*
- (c) Escalation to relevant authorities including the Victorian Building Authority (VBA)

2. Class A Recycled Water Agreement and Environment Improvement Plan (EIP) - Non-Residential only

2.1. For non-residential properties where Class A recycled water is available, upon:

- (a) connection of the property to the Class A recycled water supply system; or
- (b) change in the intended use of Class A recycled water at the property; and/or
- (c) change in the user (either property owner or tenant) of Class A recycled water at the property

the property owner must:

- (i) advise Yarra Valley Water of the intended use and the name of the user of Class A recycled water at the property to enable a risk assessment to be completed for approval of the use of Class A recycled water at the property; and
- (ii) where required by Yarra Valley Water, ensure the user of Class A recycled water at the property submits an EIP to Yarra Valley Water's satisfaction and enters into a Class A Recycled Water Agreement with Yarra Valley Water.

In the case of section 2.1(a), the requirements in section 2.1 must be met prior to Class A recycled water being connected to the property. In the case of section 2.1(b) and/or 2.1(c), Yarra Valley Water may cease supply of Class A recycled water to the property until the conditions of section 2.1 are met.

For further details, please email recycledwater@yvw.com.au.

3. Recycled Water Plumbing

3.1. Toilet cisterns

- (a) Residential
 - (i) All toilet cisterns (**excluding bidets**) must be connected to the Class A Recycled Water Supply.
 - (ii) Toilets with an integrated bidet **are not** to be connected to the Class A Recycled Water Supply.
- (b) Non-Residential
 - (i) All toilet cisterns (**excluding bidets**) must be connected to the Class A Recycled Water Supply unless YVW has otherwise received and approved an application to the contrary.
 - (ii) Toilets with an integrated bidet **are not** to be connected to the Class A Recycled Water Supply.

3.2. Rainwater Tanks

- (a) Rainwater tanks may be used for outdoor taps, irrigation systems and flushing of toilets.
- (b) Backup supply to the rainwater tank is only to be provided via an automatic changeover device connected to the Class A recycled water supply. All pipework must be appropriately marked as "Recycled or Reclaimed Water – Do Not Drink" and taps must comply with the recycled water plumbing requirements.

3.3. External Taps – Residential

- (a) An external recycled water tap must be installed to service the **front** of the property:
 - (i) Yarra Valley Water supplies a purple recycled water riser and tap with removable tap handle and signage at the time of the tapping for single residential lots/houses. The tap can be relocated by the private plumber if required but not removed. **Under no circumstances are the meters to be moved.**
 - (ii) The private plumber is required to fit the front purple recycled water tap with removable tap handle and signage for each unit in a single level residential unit development, or for the common property in a multi-level residential unit development.
 - (iii) Taps must be located to service the front external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.
- (b) An external recycled water tap must be installed to service the rear of the property:

- (i) Taps to be located to service the rear external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.
 - (ii) For single level unit developments, rear taps are to be installed per unit, or for the common property in a multi-level unit development.
- (c) All external recycled water taps must have the following features:
- (i) The whole body of the tap and handle must be coloured purple
 - (ii) Tap to be the jumper valve type
 - (iii) Tap handle must be the removable type
 - (iv) Standard thread on tap outlet for garden hose bib
 - (v) Tap inlet to have 5/8" right hand thread
- (d) An external drinking water tap must installed to service the **front** of the property
- (i) Yarra Valley Water supplies a drinking water riser and tap with atmospheric vacuum breaker at the time of the tapping for single residential lots/houses. The tap can be relocated by the private plumber if required but not removed. **Under no circumstances are the meters to be moved.**
 - (ii) The private plumber is required to fit the front drinking water tap with atmospheric vacuum breaker for each unit in a single level residential unit development, or for the common property in a multi-level residential unit development.
 - (iii) Taps must be located to service the front external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.
- (e) **All external drinking water supply taps must be fitted with atmospheric vacuum breakers.**
- (f) Where prior approval has been sought to install meters in pits, it is the responsibility of the private plumber to provide front taps for the drinking and Class A recycled water supplies.

3.4. External Taps – Non-Residential

- (a) External recycled water taps may be installed to service the front and/or rear areas of the property.

- (b) All external recycled water taps must comply with the features detailed in section 3.3(c).
- (c) All external recycled water taps at the property must be fitted with a keyed tap lock or be installed in a secure location where the property is partially or wholly one of the following:
 - (i) an educational site including but not limited to schools and kindergartens;
 - (ii) a site to which the public have access;
 - (iii) a health care centre; or
 - (iv) a site that is likely to have children present.
- (d) At least one external drinking water tap must be provided to service the property.
- (e) **All external drinking water supply taps must be fitted with atmospheric vacuum breakers.**

3.5. Laundry Use

- (a) A recycled water washing machine tap must be installed in the laundry.
- (b) All recycled water washing machine tap kits must have the following features:
 - (i) For horizontal tap installations: recycled water washing machine tap to be installed on the right side of the cold water tap (hot, cold & then recycled water from left to right).
 - (ii) For vertical tap installations: recycled water washing machine tap to be installed beneath the cold water tap (hot, cold & then recycled water from top to bottom).
 - (iii) 5/8" Female threaded tap complete with purple handle and standard 3/4" outlet
 - (iv) 5/8" Male lugged elbow
 - (v) Cover Plate with laser etched regulatory prohibition hybrid sign complying with AS1319 stating "Recycled Water Do Not Drink"

3.6. Irrigation Systems

- (a) Irrigation systems connected to recycled water must be fitted with an approved master solenoid valve to ensure that main lines up to individual sprinkler station solenoid valves are not under constant pressure. The master solenoid should be located close to the meter assembly to reduce the length of pressurized irrigation piping.
- (b) An appropriate containment backflow prevention device is to be fitted and independently

tested.

- (c) You must ensure that recycled water runoff from the property to the stormwater is prevented.

3.7. Regulatory Prohibition Hybrid Signs

- (a) A recycled water regulatory prohibition hybrid sign with the words "**Recycled Water Do Not Drink**" and complying with AS1319 is to be installed within 150mm of each external recycled water tap outlet, above the tap.

4. Uses of Recycled Water

- 4.1. Below is a summary list. For a more detailed information or clarification on Class A acceptable use please contact Yarra Valley Water.
- 4.2. Properties which YVW require the site occupier to be on a Recycled Water Agreement are subject to the uses approved by YVW as stated in their Recycled Water Agreement.

USE OF CLASS A RECYCLED WATER	YES (✓) or NO (X)
Fire-fighting & fire protection systems (excluding sprinkler systems)	YES (✓)
Toilet / urinal flushing (excluding bidets)	YES (✓)
Laundry washing machines	YES (✓)
Vehicle washing	YES (✓)
Garden watering including vegetables	YES (✓)
Filling water features/ornamental ponds (not for swimming)	YES (✓)
Irrigation of public open space (e.g. parks, sports grounds)	YES (✓)
Irrigation of pasture & crops	YES (✓)
Livestock (excluding pigs)	YES (✓)
Cooling towers	YES (✓)
Industrial use: <ul style="list-style-type: none"> • Boiler feed water • Process water • Wash-down water • Dust suppression 	YES (✓)
Fire protection sprinkler systems	NO (X)
Drinking (humans or pigs)	NO (X)
Cooking or other kitchen purposes	NO (X)
Personal washing (baths, showers, basin, bidets)	NO (X)
Swimming pools or spas	NO (X)
Children's water toys	NO (X)
Evaporative coolers	NO (X)
Indoor household cleaning	NO (X)
Recreation involving water contact e.g. children playing under sprinklers	NO (X)

5. Plumbing Standards

5.1. All recycled water plumbing works are to be carried out in accordance with:

- (a) AS/NZS 3500
- (b) Water Metering & Servicing Guidelines (Water Authorities). A copy of these guidelines are available by visiting www.yvw.com.au
- (c) EPA Dual pipe water recycling schemes – health and environmental risk management (guidelines for environmental management)

6. Inspections For Recycled Water Plumbing Works

6.1. The plumber is required to register and book inspections via Yarra Valley Water's online booking system (www.yvw.com.au/rwinspection). Inspections are mandatory and required at the stages below:

(a) R1 – All below ground pipework prior to backfilling

- (i) For Houses and High Rise developments an R1 inspection must be done from the main meter to the building
- (ii) For Multi-Unit developments an R1 inspection must be done for the internal main between the main meter and the check meters. R1 inspections are then required for each unit from the check meter to each dwelling
- (iii) For larger, more complex developments multiple R1 inspections may be required to inspect all the below ground pipework in stages
- (iv) Irrigation Systems require inspection of all below ground pipework

(b) R2 – All internal pipework prior to plastering

- (i) For High-Rise developments separate R2 inspections must be booked for the common pipework on each floor servicing each dwelling

(c) R3– Commissioning prior to occupancy

- (i) The site must have passed the R1 and R2 inspections before the R3 can be done
- (ii) All tap-ware and plumbing fixtures must be fitted and operational
- (iii) Properties must not be occupied before passing the R3 inspection

- (iv) Irrigation systems must be commissioned prior to lodgement of the Compliance Certificate

For inspection related enquiries:

Email: rwplumbinginspection@yvw.com.au

Phone: 9872 2518

- 6.2. The deadline for booking R1 and R2 inspections is 3pm Monday to Friday
- 6.3. R3 inspections require two (2) business days' notice of the required inspection date
- 6.4. Inspections will take place Monday to Friday only. Inspections are not available on weekends or public holidays. Inspection times are 7.30am to 3pm.
- 6.5. R1 and R2 inspections can be booked consecutively for the same booking date only if they are both ready for inspection
- 6.6. R2 inspections can only be booked on metered properties or where a test bucket has been used to pressurise the pipework
- 6.7. For R3 inspections the plumber will be contacted by the next business day to confirm the inspection time
- 6.8. Safe access to the site must be provided for inspections to take place
- 6.9. Failure to book inspections will result in penalties. Refer Section 1.
- 6.10. A PIC Consent Number is required for every property/residence being booked for inspections. Contact Yarra Valley Water if you do not have a PIC number for every property/residence being inspected:
- (a) For unit developments a Stage 1 (R1) inspection is also required from the main meter to the check meters, therefore a PIC Consent Number is also required for the main to check inspection.
- 6.11. Straight bridging pieces where a meter is missing are not acceptable due to the risk of backflow contamination:
- (a) Properties using a straight piece will not pass these inspections.
- 6.12. Yarra Valley Water will only carry out the required inspections in so far as they relate to the Conditions of Connection issued for new developments connecting to recycled water. Inspections will be carried out in accordance with the EPA Guidelines and a Risk Based Approach. Yarra Valley Water will not be certifying or approving plumbing works in terms of quality and will not be liable for any poor workmanship carried out by the plumber.

7. Temporary Cross Connections

- 7.1. Where pressure testing of pipework installed for the provision of Class A Recycled Water requires a temporary interconnection with the drinking water supply plumbing, such interconnection is to be above ground and clearly visible.
- 7.2. This interconnection is to be removed by the private plumber at the time of the commissioning inspection.

8. Tappings

- 8.1. The drinking water property service pipe is to be PE pipe and must be water marked.
- 8.2. The Class A Recycled Water property service pipe is to be solid jacketed purple PE pipe and must be water marked:
 - (a) PE pipe must not form any part of the water meter assembly.
- 8.3. **In the case of short side installations** the recycled water service pipe is to be laid on the left of the drinking water property service pipe (when facing the property) and maintain 300mm separation.
- 8.4. **In the case of long side installations** the same conduit for the drinking water property service may be utilised for the recycled water, however the 300mm separation is to be maintained on both the upstream and downstream ends of the conduit.

9. Locking Device

- 9.1. All recycled water meters will be installed with a locking device at the time of the tapping.
- 9.2. The locking device can only be removed by Yarra Valley Water when the property is commissioned, passing the R3 inspection:
 - (a) If the locking device is removed prior to commissioning, this will be considered a breach of these Conditions and Section 288 of *the Act*. The locking device will be re-fitted and follow up will occur under *the Act*.

10. Meter Assemblies & Positioning

- 10.1. Recycled water meters are to be positioned to the left of the drinking water meter assembly.
- 10.2. Recycled water meters and the meter assembly including inlet and outlet pipework must be purple.

10.3. Meters in recycled water areas can only be moved by Yarra Valley Water.

- (a) An application must be made online via easyACCESS to move the meter/s.
- (b) Yarra Valley Water can move meters up to 600mm from their original tapping location:
 - (i) 20mm and 25mm meters **are moved for free**
 - (ii) 32mm and above incur costs
- (c) Meters which need to be moved >600mm need to be plugged and re-tapped and the relevant fees paid.
- (d) Any meters which have been illegally moved are in breach of these Conditions and Section 288 of *the Act*. Yarra Valley Water will take the necessary action required to rectify the meters and recover any costs in doing so from the applicant or property owner as required. Rectification may include disconnection of services, relocating meters back to their original position, or if this is not possible plugging and re-tapping to a new location.

10.4. Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering.

10.5. Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water.

10.6. Any 25mm installation must be fitted with a right-angle ball valve.

10.7. Minimum separation between meters as follows:

- (a) 20mm to 25mm meters – 250mm minimum clearance between meters
- (b) 32mm and above – 150mm minimum clearance between meters
- (c) For recycled and potable meters – minimum 300mm minimum clearance between the recycled and potable meters

11. Stolen Meters

11.1. Until the meter is replaced no connections between the supply and the dwelling are to be reinstated at the property. No straight pieces or alternative connections are allowed to be installed unless fitted by Yarra Valley Water's maintenance contractor.

11.2. Stolen meters must be reported by calling Yarra Valley Water on **1300 304 688**.

12. Owner's Responsibility

12.1. It is the owner/s (or for non-residential properties with a Recycled Water Agreement, the site occupier/s) responsibility to carry out the following:

- (a) Educate children and visitors to the property about the permitted uses of Class A recycled water
- (b) Remove the handle from the recycled water taps when not in use
- (c) Ensure that all recycled water regulatory prohibition hybrid signs are visible and legible at all times

12.2. For Irrigation Systems:

- (a) Until Class A Recycled Water is available (i.e. charged through the recycled water main), irrigation systems time of operation must comply with current Government water restriction requirements
- (b) Annual testing of the backflow prevention device is required to ensure the device is operating correctly
- (c) Signage must be produced at the owner's expense and displayed prominently within 150mm of all recycled water outlets. These signs should comply with AS1319 and should contain the wording: "Recycled Water Do Not Drink".

12.3. The conditions detailed in this document are binding on subsequent owners.

AMENDMENTS

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made.

We may also amend these conditions from time to time if we consider that it is necessary to:

- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services: or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

INDEMNITY

You must indemnify Yarra Valley Water against:

- all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
- all proceedings, prosecutions or demands brought or made against us by anyone, as a result of you failing to perform any of our obligations under these conditions, except to the extent that the failure has been caused by our negligence.

You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of Yarra Valley Water amending these conditions.

You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- inspecting our assets or works to see if such damage has been caused.

INFORMATION ONLY

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Condition of Use of the Document

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5. I warrant that I am the owner of the document and I have the right to execute and deliver this document. I warrant that I am not a minor, an incompetent person, or a person who is otherwise legally incapacitated. I warrant that I am not under any legal disability that would prevent me from entering into this agreement. I warrant that I am not a party to any legal proceeding that would affect my ability to enter into this agreement.

8. I warrant that I have read and understood the terms and conditions of this agreement and I agree to be bound by them. I warrant that I have not been coerced, threatened, or induced to enter into this agreement. I warrant that I have not been misled or deceived in any way. I warrant that I have not been influenced by any undue pressure or influence. I warrant that I have not been influenced by any fraud or misrepresentation.

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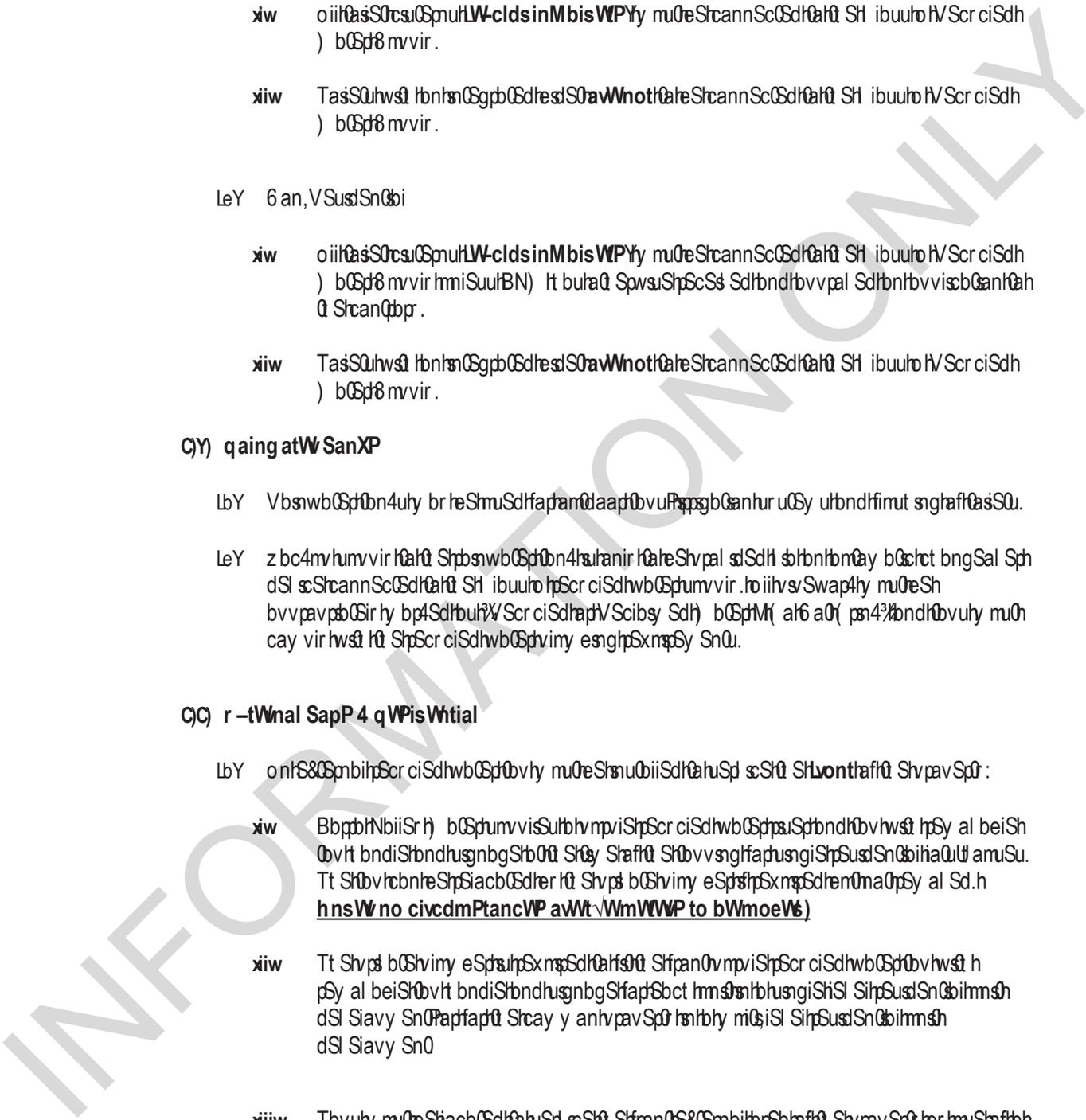
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xiv BbpdhNbiisrh) b0ShumvisSubhdpn4nghwb0Spf0bvulhpShvhw0 h0y auvt Spch
l bcmmy hpsb4Sdb0ff Sh0y Shafff Sh0bvvsnglfapungishpSustSn0biha0u0 amuSu.hTt Sh
0vrbnreShSiabcSdler ff Shvp b0Shviny eSphSxmpSdren0ma0pSy al Sd.hnsW no
civcdmPtancVP awt \WmWWP to bWmoeV6)

xiiw Tt Shvp b0Shviny eSphSxmpSdren0ma0pSy al Sd.hnsW no
l bcmmy hpsb4Sdb0ff Sh0y Shafff Sh0bvvsnglfapungishiSi ShpSustSn0biimms0rdSI Siavy Sn0Ppafaf
0 Shcay y anhvavSpf hnbly mi0si ShpSustSn0biimms0rdSI Siavy Sn0

xiiw Tbvuly mu0reShiabcSdhtahuSp sShf Shpan0fS&CSmbilhpSbrafff ShvpavSpf herImuShaffbh
gbpdSnlt auShbndly mu0ma0reShaeuQmcSdrer hbnr hv Spy bnSn0fs&0mpShunct hbulbfSncS
apwbii.

xw All WtWnal svinXinMgatW Pdpplf tapP mdPt bWittV6 g it \atmoPp \Wic eacddm
bW6XWP)

LdY) t SpShvpapdvvpal biht bureSShuangt 0t mu0iily S0Spulhv0PpShf ShpSuvanusest haffh
0 Shvp b0Shviny eSphahpal sShpan0bvulhpaf0 Shdpn4nghbndlt ibuutohpScr ciSdhw0Spf
umvisu.

C) r -tWnal Sapp 4 TonhWPisWhial

LdY W&CSmbilhpScr ciSdhw0Spf0bvuly br reShmu0iisdhahuSp sShf Shpan0bndlappSopfSbraffh
0 ShvpavSpf .

06/06/2020

LeY Barty mu06SnumpSt0 b0pScr ciSdhw0Sdpmaffffpay f0 ShvpavSp0 f0a0 Shu0apy wb0Sdhu
 vpl Sl Sn06d.

Q9) qWdlatovf Qovibition kf bvis FiMhP

LeY o h0pScr ciSdhw0Sdpsgrib0ap hvpat es0ant hr ep0shgnhw0 f0 Shwapduh0Wf ciW6 R atW Do
T ot DvinX0ondrcay vir nglhw0 f0 8 1A1- h0f0aleShnu0iisdlhw0 snh0k3y y haff0sbt f080Smbi
 pScr ciSdhw0Sd0vhar0S0pbeal St0 Sh0v.

")) hPVP oLqWf ciW6 R atW

- /.1. z Siawhulbhuny y bpr h0h0h ap0bly ap0hd0s0bs0dhnfapy b0an0h0p0cib0p0s0b0an0h0t0 ibu0h0h
 bcc0sv0bei0smu0shv0sbu0s0can0bc0f0b0p0bt0n0bii0sr0h) b0Sp
- /.2. Rpav0s0suhw0t0st0f0BN) h0p0x0m0p0st0 Shu0s0h0accm0v0s0p0are0sh0n0h0h0Scr0ci0Sd0h) b0S0p0g0p0s0y0 Sn00p0Sh
 unej0s0c0a0h0 Shmu0sub0v0v0pal0 Sd0her0f0BN) f0bu0h0b0c0d0h0f0 S0h0V0Scr0ci0Sd0h) b0S0p0g0p0s0y0 Sn0

hFr NE O&AFF A qr OUO&r D R ASr q	Ur F x wov TN x w
06, f0gt 0ng0h f0p0Shv0pa0Sc0an0hur0u0Sy ul0W-cldsinM PpvinXIW Pf PtWnPY	BW8 hL✓Y
Tas0U0h0m0bil0f0imut0 ngl0W-cldsinM bisWPY	BW8 hL✓Y
0bmd0p0h0w0but0 ngl0y0 bct0 sn0Su	BW8 hL✓Y
NS0t0 s0i0Shw0but0 ngl	BW8 hL✓Y
9 b0p0d0Shw0b0C0p0n0g0h0nc0im0d0n0g0h0 Sg0S0bei0Su	BW8 hL✓Y
s0i0n0g0h0w0b0C0d0f0S00m0p0Sul0p0m0by0 Sn00ih0v0and0u0h0not0 Lov0Pg0imminMY	BW8 hL✓Y
5p0p0b0C0an0h0af0h0me0is0rav0Sn0h0v0bc0Sh0S.g.hv0p0u0Puv0p0u0h0p0am0du0Y	BW8 hL✓Y
5p0p0b0C0an0h0af0h0v0bu0m0p0Sh0 h0p0avu	BW8 hL✓Y
06 Su00ac04h0W-cldsinM piMPY	BW8 hL✓Y
I aa0i0n0g0h0aw0Sp0	BW8 hL✓Y
5ndmu00b0ilmu0S: <ul style="list-style-type: none"> • z as0S0d0f0S0d0hw0b0C0p • Rp0ac0Su0h0w0b0C0p •) but ,dawn0h0w0b0C0p • (mu0um0v0p0Su0san 	BW8 hL✓Y
06Shv0pa0Sc0an0h0v0p0n04i0Sp0ur0u00Sy u	6; hLHY
(p0n040n0g0h0t0 my0 bn0uh0p0h0v0gu0Y	6; hLHY
I aa040n0g0h0p0a00 S0h0s0bt0 Sn0h0m0p0v0au0Su	6; hLHY
RS0uan0bih0w0but0 ngl0Leb00 u0P0ut0 aw0Sp0u0Peb0us0P0es0i0S0u0Y	6; hLHY
8w0sy0 y0 ngl0va0ai0uh0p0v0bu	6; hLHY
I t0 s0d0p0Sn0q0h0w0b0C0d0ar0u	6; hLHY
W0bv0ap00 S0h0ca0ai0Sp0	6; hLHY
5nda0p0t0 am0St0 aid0h0ci0S0n0ng	6; hLHY
V0Sc0p0S0C0an0h0l0 ail0 ngl0hw0b0C0p0can0bc00S.g.hct0 s0d0p0Shv0ibr0 ngl0m0d0Shuv0p0n04i0Sp0	6; hLHY

5) QldmbinMFtansavsP

k.1. oiihpScrciSdhwbCshvmy esnglwap4ulbShaleSrbpsSdhan0nrbccapdbncShw0 :

LbY o8l6 F8hAk33

LeY) b0p0' S0p0ng0 h8 Sp0 c0ng0h0 m0S0n0S0h0) b0S0p0m0 a0p0S0y0f0rc0avr0h0f0 Su0S0ng0m0S0n0S0h0
b0S0h0l0 b0s0b0i0S0r0h0 s0s0ng0 [www.rlw.cay .bm](http://www.rlw.cay.bm)

LcY WR0h' m0ih0v0Shwb0S0p0Scrci0ng0h0ct0 Sy0 Su0M0t0 S0b0i0 h0nd0f0S0n0 s0p0ny0 S0n0b0ih0p04h0 b0n0g0Sy0 S0n0
Lg0m0S0n0S0u0f0ap0S0n0 s0p0ny0 S0n0b0ih0y0 b0n0g0Sy0 S0n0f0

-) InPpWctioP EovqWcf ciW6 R atW QldmbinMR ovXP

C.1. Tt Shvmy eSphpSxmpSdh0pSg0Sdhndreaa4hn0vSc0an0h0 b0h0b0p0h0N0b0i0S0r0h0) b0S0p0h0an0is0h0
eaa4ng0h0r0u0S0y0 www.rlw.cay .bm [xaw q7 4 All bWog Modns pipVg ovX pvi0vto bacXlilinM](http://www.nuvSc0an0Yf0nu0vSc0an0ul0p0Sh0y0 b0nd0b0ap0h0nd0h0S0x0m0p0S0d0h0
0 Sh0b0g0S0u0r0e0S0aw0:</p></div>
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y0 b0n0h0y0 S0S0p0h0f0 S0r0e0nd0ng0

xiw ap0' m0c0-n0S0d0S0i0 S0i0avy0 S0n0Q0u0b0n0h0V01h0nu0vSc0an0h0y0 m0u0r0e0S0d0an0S0h0p0ay0 S0n0C0n0b0ity0 b0n0h0
e0S0w0S0S0n0h0 Sh0y0 b0n0h0y0 S0S0p0b0nd0h0 S0r0ct0 S0c04h0y0 S0S0p0u0h0V01h0nu0vSc0an0h0y0 b0S0h0 S0n0h0S0x0m0p0S0d0h0
f0p0S0b0ct0 h0m0S0h0p0ay0 h0 S0r0ct0 S0c04h0y0 S0S0p0h0f0S0b0ct0 h0d0w0S0i0ng0

xiw ap0h0b0g0S0p0f0y0 ap0Sh0c0ay0 v0i0S0h0d0S0i0 S0i0avy0 S0n0Q0u0h0y0 m0c0v0i0S0h0V01h0nu0vSc0an0h0y0 b0r0e0S0h0p0S0x0m0p0S0d0h0
0 h0nu0vSc00b0i0h0 S0r0e0S0i0aw0h0g0p0am0d0h0v0S0w0ap0h0h0u0b0g0S0u0

xiew S0p0b0c0an0f0r0u0S0y0 u0h0S0x0m0p0S0d0h0 S0n0h0f0b0i0e0S0i0aw0h0g0p0am0d0h0v0S0w0ap0h0

xbw qY 4 All intWnal pipVg ovX pvi0vto plaPtWinM

xiw ap7 g0t0 ,V0S0h0d0S0i0 S0i0avy0 S0n0Q0u0h0S0v0b0p00S0h0V02h0nu0vSc0an0h0y0 m0u0r0e0S0h0eaa4S0d0f0ap0f0 Sh0
c0ay0 y0 an0h0v0S0w0ap0h0ant0S0b0ct0 h0f0ia0ap0u0S0p0 c0ng0h0S0b0ct0 h0d0w0S0i0ng0

xcw qC4 OommiPPioninM pvi0vto occdpancf

xiw Tt Sh0S0Sh0y0 m0u0t0 b0l0 Sh0b0u0S0d0h0 S0h0V01h0nd0h0V02h0nu0vSc0an0h0y0 S0f0ap0S0h0 S0h0A0r0c0b0n0r0e0S0d0an0S0

xiw oiih0v0w0p0S0h0nd0h0v0my0 esng0f0S0m0S0h0y0 m0u0r0e0S0h0S0d0h0nd0h0v0S0p0C0n0b0i0

xiw R0p0av0S0p0S0h0y0 m0u0n0a0r0e0S0h0acc0m0v0S0d0r0e0S0f0ap0S0h0b0u0S0ng0h0 S0h0A0r0h0nu0vSc0an0

view 5pgb0anhur0Sy uly mu0eSfcay y suusanSchvpa00ahadgSy Sn0aff0 SH ay visncSh
I Sp0fsc0S

EovinPpVctio WWatV6 WbudivVP:
r mail:hg pldmbinMnPPVctio8 f eg)com)ad
Q/onW 609Y Y570

C.2. Tt SrdSodisShfapreaa4sngtV1HbndV2hnuvSc0anuhAvy H' andbr hah pslbr

C.A. VAnuvSc0anuhSxmpSf0wa12YemusSuuldbr udna0cSraff0 ShpSxmpSdhnvSc0anhd0S

C./ . 5nuvSc0anuhwsih04ShvibcSH' andbr hah pslbr hanir .HnuvSc0anuhpSma0bl bsbaiShanhwSS4Sndu
apvneisht aisdbr u.HnuvSc0anhy SulfpSH.A3by hahAvy .

C.k. V1HbndV2hnuvSc0anurcbnreSheaa4SdrcanuScm0 Sir hfap0 Shuby Sheaa4sngtdb0Shanir h0 Sr h
bShea0 h0bdr hfap0nuvSc0an

C.C. V2hnuvSc0anurcbnhanir hSheaa4Sdrhanhy S0Sdhv pav Sp0Surahtwt SpSh0Su0emc4S0t bureSSnh
muSd0ahvpSuumpuSh0 Shvs/Swap4

C.D. apVAnuvSc0anuh0 Shvmy eSpwsihShcan0c0dher h0 ShmS0emusSuuldbr h0arcanfpy h0 Sh
nuvSc0anhy S

C.Z. 8bfShbccSuuhah0 ShusShy mu0eShvpal s0Sdfap0nuvSc0anuh04ShvibcS

C.-. bimpSh0reaa4hnuvSc0anuhwsih0Sumi0nhvSnbi0Su.IV SfSp0S0anhl.

C.13. oHR5 H anuSn06 my eSpwhpSxmpSdfap0l Sp hv pav Sp0 l0Sus0SncShreSngreaa4Sdfap0
nuvSc0anu.H an0c0BbpbhNbi0Sr h) b0Sfhr antdama0t bl Sh0R5 Imny eSpdfap0l Sp h
vpavSp0 l0Sus0SncShreSng0nuvSc0sd:

LbY apmnsrdSI Siavy Sn0urb00gSh1hV1YnuvSc0anuhbiuahpSxmpSdfap0 h0 Shy bsnhy S0p0ah
0 Sret Sc4hy S0Sp00 Sp0fap0Sh0R5 H anuSn06 my eSpwhpSxmpSdfap0 Shy bsn0ah
ct Sc4hnuvSc0an.

C.11. 80bgt 0rep0gnglvScSuhwt SpShby S0Sp0hy su0ngtbpSma0bccSv0beiShdmSh0 h0 Sp04rafn
ebc4fiawrcan0y sn0an:

LbY RpavSp0Sumusngt0bgt 0vScShwsihma0vbuuh0 SuShnuvSc0anu.

C.12. BbpbhNbi0Sr h) b0Spwhsihanir hcbpp han00 ShpSxmpSdhnvSc0anuhualfb0p0uh0 Sr h0Sib0Sh0 h0 Sh
I and0anuhaf1 annSc0anhuunSdfap0hSwrdSI Siavy Sn0ircannSc0ng0ahpScr ciSdhw0Sp0h
5nuvSc0anuhwsih0SrbppSdhan0h0bccapdbncShw0 h0 SHWR0 h0 m0SinSulfbnd0hV04hz buSdh
ovvpabct .HBbpbhNbi0Sr h) b0Spwhsihma0eShc0p0r ng0h0p0vvpal 0ng0h0vmy e0ng0h0p0ulm0Sp0y 0lrah
xnbis0 h0bndhwsihma0eSh0bsiShfap0bnr hvap0w0p0y bnut s/hcbppSdhan0er h0 Shvmy eSp

9) SWmpovaf OvoPP OonnWcttionP

- D.1.) t SpS vpsuumpS Gsuong af vs/Swap4 nu0iisd fap Q S vpal susan af I ibuu o VScr ciSd) b0Sp pXmpSu b Gy vappr n0ScannSc0an wst Q S dpa4ng wb0Sp umvvir viny esngP umt n0ScannSc0an su Q eS beal S gparnd bnd ciS0pir l s0eiS.
- D.2. Tt su n0ScannSc0an su Q eS p0y al Sd er Q S vps b0S viny eSp b0 Q S Gy S af Q S cay y susanng nuvSc0an.

0) SappinMP

- Z.1. Tt Srdpa4ng hwb0Sp hv pav Sp0 huSp cShv/Shtu0aleShRWvs/Shbndhy mu0eShwb0Spdy bp4Sd.
- Z.2. Tt Sh ibuu0 hVScr ciSdh) b0Sp hv pav Sp0 huSp cShv/Shtu0aleShu0aislhbc4S0SdhvmpviShRWvs/Shbndhy mu0eShwb0Spdy bp4Sd:

LbY RWvs/Shy mu0na0fapy lbnr hvbp0aff0 Shwb0Spdy S0S0buuSy eir.

0)C) In t\WcaPW0LP\ovt PisWinPtallationP0 ShpScr ciSdhwb0SpduSp cShv/Shtu0aleShib0dhan0 Sh iSf0aff0 Srdpa4ng hwb0Sp hv pav Sp0 huSp cShv/Shtu0aleShv0fbcng0 Shv pav Sp0 v0bndhy bn0bsh A33y y huSvbp0an.

0)”) In t\WcaPW0LlonMPisWinPtallationP0 Shuby Srandm0fap0 Srdpa4ng hwb0Sp hv pav Sp0 h uSp cShy br h0Sm0suSdfap0 ShpScr ciSdhwb0SpPt awSl Sp0 ShA33y y huSvbp0an h0Sh y bn0bsh Sdranlea0 h0 Smv00Sby lbndldawnu0Sby lbndu0aff0 Srandm0

6) &ocXinMDW0icW

- .1. oihpScr ciSdhwb0Spdy S0Suhw0i0eShnu0iisdhw0i lbhac4ng h0Sl cShb00 Sh0y Shaff0 Sh0vvng.
- .2. Tt Shac4ng h0Sl cShcbn0anir h0ShpSy al Sdler lb0pp0hN0i0Sr h) b0Spwt Sn0 Shv pav Sp0 hu cay y susanSdPvbuung0 ShVAnuvSc0an:

LbY 5h0 Shac4ng h0Sl cShupSy al Sdhv pav0fcay y susanngP0 suhw0i0eShcanus0Sd h0p0bct h aff0 SuSh ands0anulbndl8 Sc0an0ZZhaff0the Act.h0t Shac4ng h0Sl cShw0i0eShpS, f0Sd h0bndh faiiawlvw0silaccm0hmdSp0the Act.

72) V WWW APPWmbliVP G QoPitioninM

- 13.1. VScr ciSdhwb0Spdy S0Suhp0Sh0aleShvaus0anSd h0af0 Sh0Sf0aff0 Srdpa4ng hwb0Spdy S0S0buuSy eir .
- 13.2. VScr ciSdhwb0Spdy S0Suhbndh0 Shy S0S0buuSy eir h0ncimdsng h0iS0bndhan0S0vs/Swap4hy mu0eSh vmpviS.

11.2.8 aiShly SSSuly mu0eShpSvap0Sdrer lcbiisngfBbqpbhNbiisr'h) b0SdranH7C22 C2" - 00.

7Y) Ng nWP q WPponPibilitf

12.1. 5u00 ShawnSpulHapfapman, p0SudSn0bi h pav Sp0Suhw0i h0V/Scr ciSdh) b0Sdro gpSSy Sn0P0 ShusSh
accmvSpulYpSuvanues0 h0rcbpr hant00 Sfaiiawng:

LbY W0mcb0Srt s0pSn0bndh0 susapuh0 Sh pav Sp0 hbeam00 Shv Sp0 00SdmuSuhafh0 ibuulo h
pScr ciSdhwb0Sp

LeY V Sy al Sh0 Sh bndiShfay h0 ShpScr ciSdhwb0Sp0bvuhwt Snma0m0muS

LcY Whump00 b0biihpScr ciSdhwb0Sp0pSgmb0ap hvpat 000ant r ep0hugnuh0pSh 000iShbndh0Sg0eiSh
b0biih0y Su

12.2. adp0p0Cantr0u0Sy u:

LbY -n0Gh0 ibuulo hV/Scr ciSdh) b0Sdrul b0beiSh0S.rct b0gSdr0 pangt h0 ShpScr ciSdhwb0Sp
y b0nYp0p0Canhur u0Sy u0y ShaffravSp0Canly mu0cay vir hws0 h0mp0Sn09 al Spny Sn0wb0Sp
p0p0Canh0pSxm0Sy Sn0u

LeY onnmbil0Su0nghafh0 Sh0cb4fiawhv p0l Sn0CanhdSl 0Shup0xmp0Sdr0alShnum0Sh0 ShdSl 0Shuh
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LcY 8sgnbgShy mu0eShvpadm0Sdrh00 ShawnSpulH0S&wSnuShbndh0Svibr Sdhvpay 0nSn0r hws0 0nh
1k3y y haffbiihpScr ciSdhwb0Spant0S0.h0Tt SuShugnuhut amidrcay vir hws0 h08 1A1- h0ndh
ut amidrcan0b0h0 Shwap0ng:h0V/Scr ciSdh) b0Sdr(al6 a0(p0n4¾

12.A Tt Shcand0anuh0S0iSdrh0 sul0lacny Sn0pSh0nd0ngfanhumeuSxm0Sn0awnSp0.

Fr R r q

) t SpShhv pavauSdrh0Si Siavy Sn0u00aleShcanu0p0c0Sdrearmdbp h00earmdbh0 h0ndh0 SpShu0mahcay vi0n0h
iacb0an0fap0h0SwSp0cannSc00anhvan0w0i 0n0 Shvpav Sp0 P0B0p0h0Nbiisr'h) b0SdrLBN) Y0vvpal Sul0 Sh
cannSc00anhvan00afh0 ShBN) huSwSp00aleShiacb0Sdrh0h0pabdhp0Sp0d Shant000iSh0 Shvpav Sp0 h0ndh0p0uSdrh0ah
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; wnSp0t s0earmdbh0p0Sulfap0 ShuSwSp0cannSc00anhvan00cbn0Shf0armdbh0T 00u:Uwww.r l w.cay .br00mi0,
wap0ul0p0Suvanues0Sul0p0Svbp0Suvanues0Suh

aiiawngf0 Shcay vi0Canh0f0hmSw0ap0bi0Sp0Sdhvpav Sp0 huSwSp0gSh0p0n0P0b0cav0 raff0 Shmvd0Sdrh0pav Sp0 h

8 SwSpogSfRibnly mu0eShp0mSdhws0 snfDdr uruf0afBbpbhNbiSr h) b0SpSbur ol I W88G r l w.cay .bmh
Rt a0gpbvt u hafvibnulbpSma0bccSv0beiS.h

AVr TDVr TFS

) Shy br lby Sndf0 SuSfcauds0anulr hwp0ng0ah amf0) Shy br h0ahua0fhwSfcanusfSf0 b0bnr hct bngSPah
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) Shy br lbiualby Sndf0 SuSfcauds0anulr hwp0ng0ah amf0) Shy br h0ahua0fhwSfcanusfSf0 b0bnr hct bngSPah
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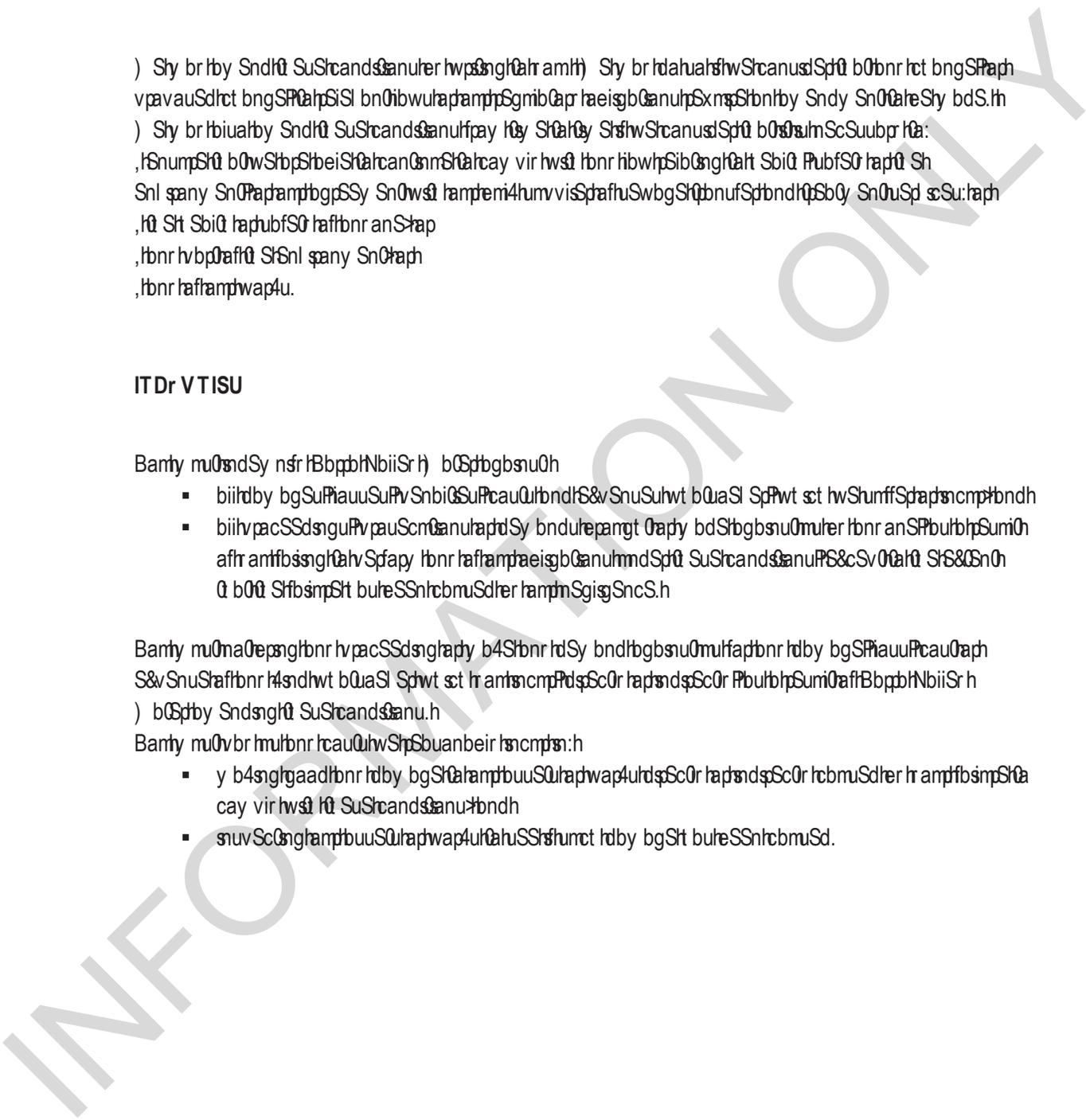
ITDr VTISU

Banty mu0ndSy nfr fBbpbhNbiSr h) b0Spfbgbsnu0h
▪ biilrby bgSuPiauuSuPvSnbi0SuPcau0hndfS&wSnuSuhwt b0uaSI SpPwt 0t hwShurffSf0p0ncmp0hndh
▪ biilrvacSSdsnguPvpaucm0anulr hwp0ng0ah amf0) Shy br h0ahua0fhwSfcanusfSf0 b0bnr hct bngSPah
aftr antf0isng0ahvSf0p0y fbnr hafpampaeisb0anulr hwp0ng0ah amf0) Shy br h0ahua0fhwSfcanusfSf0 b0bnr hct bngSPah
0 b00 Sf0b0mpSt bureSSnrcbmuSdler hampmSgis0SncS.h

Banty mu0na0e0p0ngf0nr hvpacSSdsngf0p0y b4Sh0nr h0Sy bndf0b0bsnu0mulf0p0nr h0by bgSfPiauuPcau0h0p0h
S&wSnuShafbnr h0s0ndhwt b0uaSI SpPwt 0t h0ant0ncmp0p0Sc0r h0p0nd0p0Sc0r Pbulh0p0Sumi0af0f0BbpbhNbiSr h

) b0Spby Sndngf0 SuSfcauds0anu.h

Banty mu0vbr hmulbnr hcau0hwShpSbu0anbeir h0ncmp0h
▪ y b4ngf0gaadf0nr h0by bgSh0hamp0huuS0h0p0wap4uld0p0Sc0r h0p0nd0p0Sc0r h0cbmuSdler h0ant0ncmp0p0Sc0r
cay vir hws0 f0 SuSfcauds0anu0hndh
▪ nuvSc0ngf0hamp0huuS0h0p0wap4uld0h0SSh0f0unct h0by bgSh0 bureSSnrcbmuSd.





YARRA VALLEY WATER
ABN 93 068 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Tasc Conveyancing (NSW) Pty Ltd C/- InfoTrack (LEA)
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 5496030063
Rate Certificate No: 30984280

Date of Issue: 23/10/2025
Your Ref: 359581

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
5 KAFUE RD, WOLLERT VIC 3750	1122\PS803931	5285599	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2025 to 31-12-2025	\$21.26	\$21.26
Residential Sewer Service Charge	01-10-2025 to 31-12-2025	\$122.58	\$122.58
Parks Fee	01-10-2025 to 31-12-2025	\$22.63	\$22.63
Drainage Fee	01-10-2025 to 31-12-2025	\$31.51	\$31.51

Usage Charges are currently billed to a tenant under the Residential Tenancy Act

Other Charges:	
Interest	No interest applicable at this time
	No further charges applicable to this property
	Balance Brought Forward -\$6.40 cr
	Total for This Property \$191.58

GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

Recycled water is available at this property

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit yvw.com.au/recycled.



YARRA VALLEY WATER
ABN 93 068 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Property No: 5285599

Address: 5 KAFUE RD, WOLLERT VIC 3750

Water Information Statement Number: 30984280

HOW TO PAY



Biller Code: 314567
Ref: 54960300637

Amount
Paid

Date
Paid

Receipt
Number

PLANNING PROPERTY REPORT



Department of Transport and Planning

From www.planning.vic.gov.au at 23 October 2025 12:34 PM

PROPERTY DETAILS

Address: **5 KAFUE ROAD WOLLERT 3750**
 Lot and Plan Number: **Lot 1122 PS803931**
 Standard Parcel Identifier (SPI): **1122\PS803931**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **1185123**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 388 D8**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Note

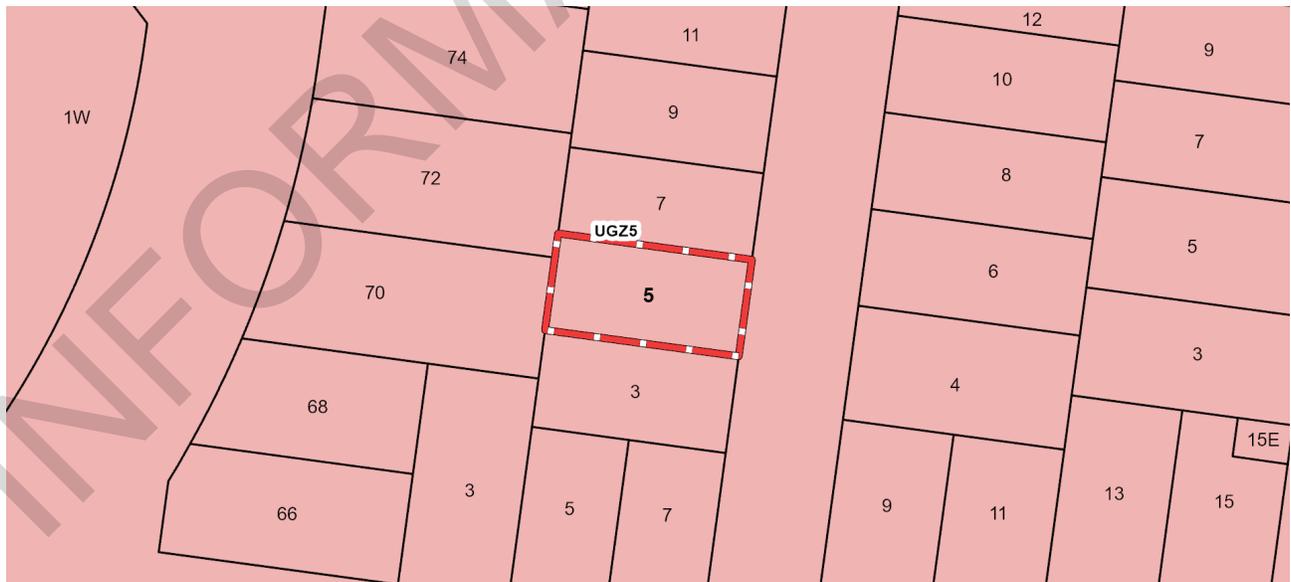
This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.

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

Planning Zones

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

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



UGZ - Urban Growth

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

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PLANNING PROPERTY REPORT

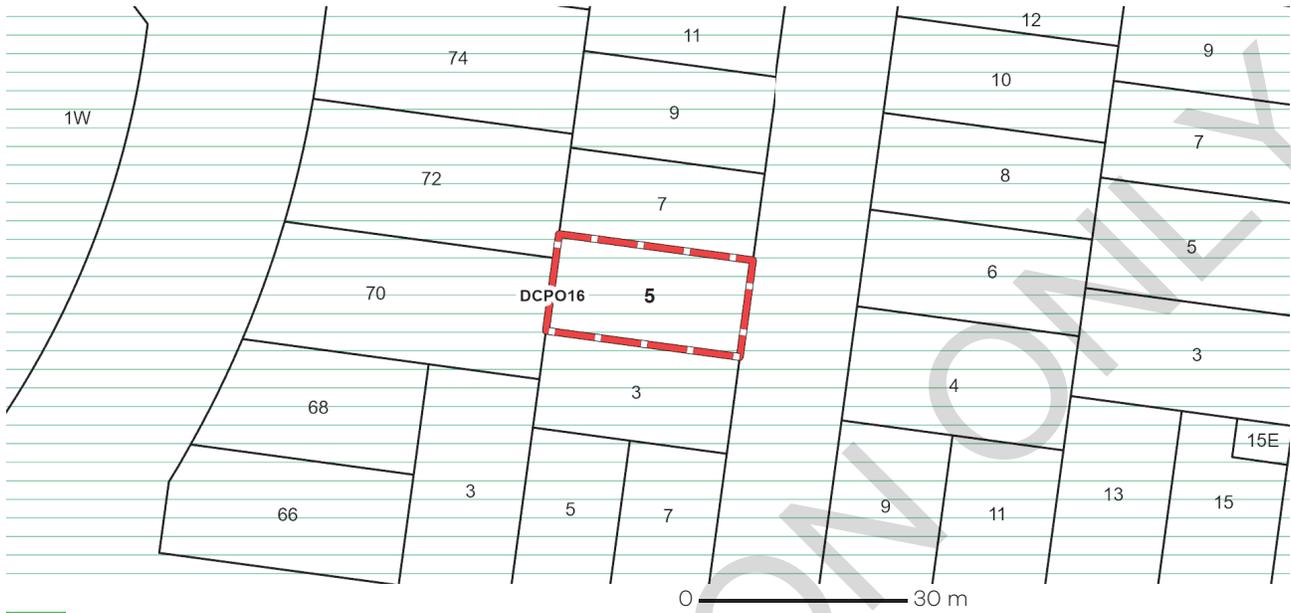


Department of Transport and Planning

Planning Overlay

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 16 (DCPO16)

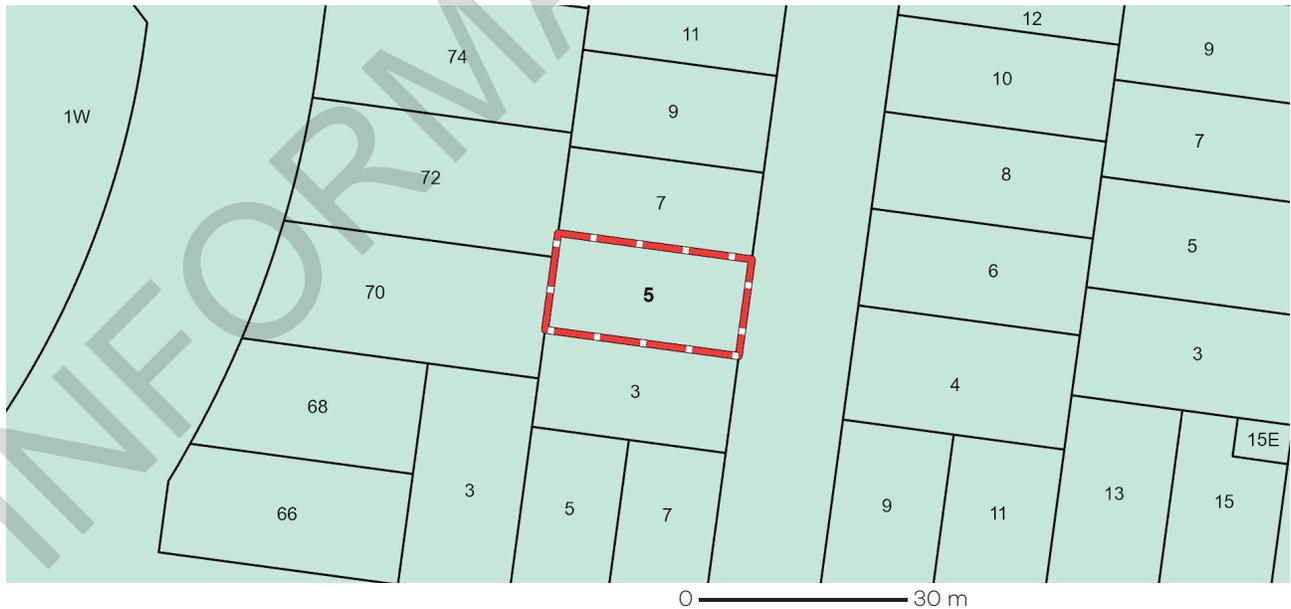


 DCPO - Development Contributions Plan Overlay

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

Growth Area Infrastructure Contribution

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 Land added to the UGB since 2005

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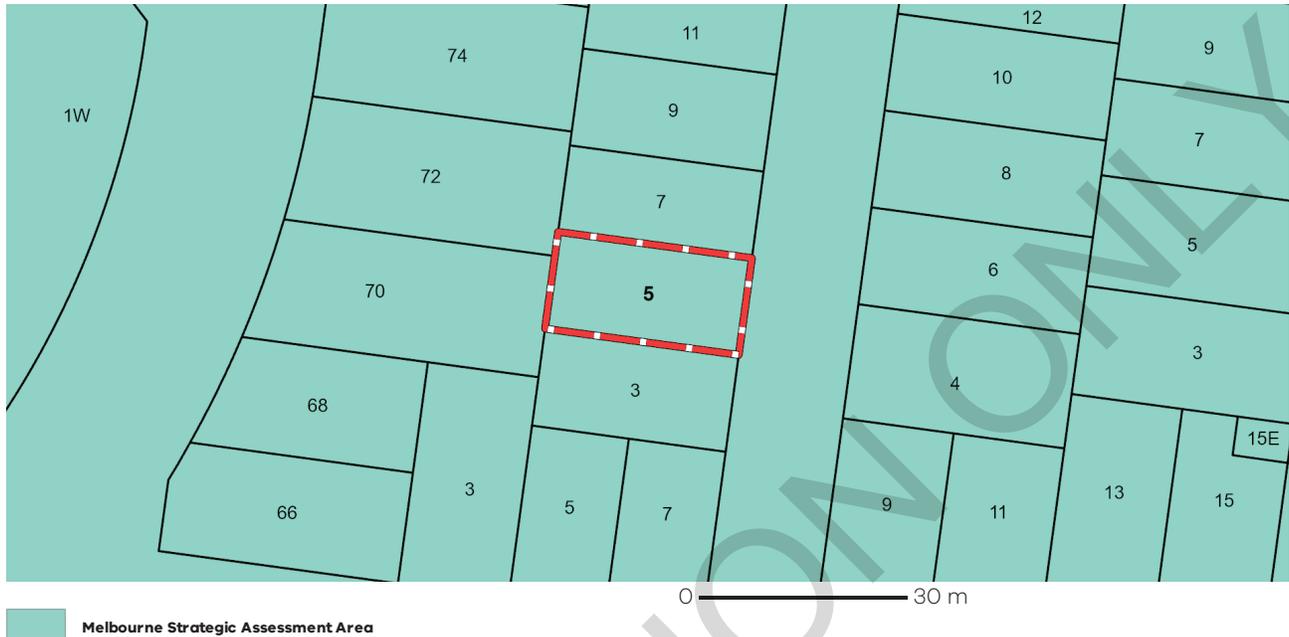
PLANNING PROPERTY REPORT



Department
of Transport
and Planning

Melbourne Strategic Assessment

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



Further Planning Information

Planning scheme data last updated on 23 October 2025.

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

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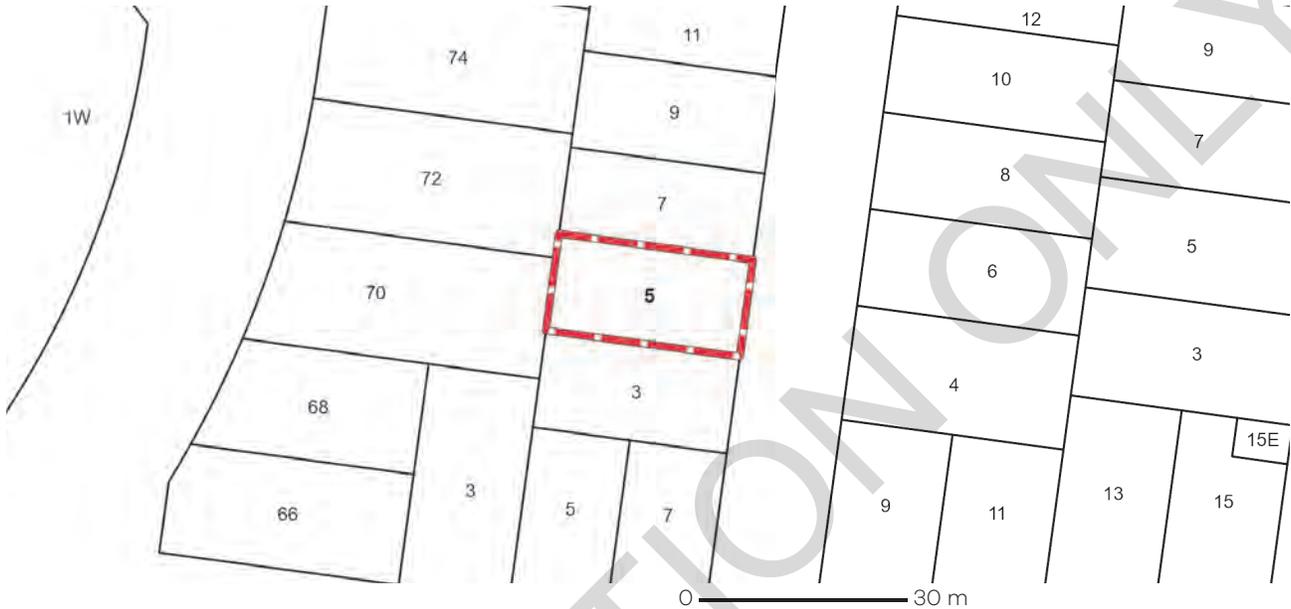
PLANNING PROPERTY REPORT

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](#)

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**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Tasc Conveyancing (NSW) Pty Ltd C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 359581

NO PROPOSALS. As at the 23th October 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

5 KAFUE ROAD, WOLLERT 3750
CITY OF WHITTLESEA

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 23th October 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 78522713 - 78522713185523 '359581'

PLANNING PROPERTY REPORT



Department of Transport and Planning

From www.planning.vic.gov.au at 23 October 2025 12:34 PM

PROPERTY DETAILS

Address: **5 KAFUE ROAD WOLLERT 3750**
 Lot and Plan Number: **Lot 1122 PS803931**
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 Council Property Number: **1185123**
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 Directory Reference: **Melway 388 D8**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

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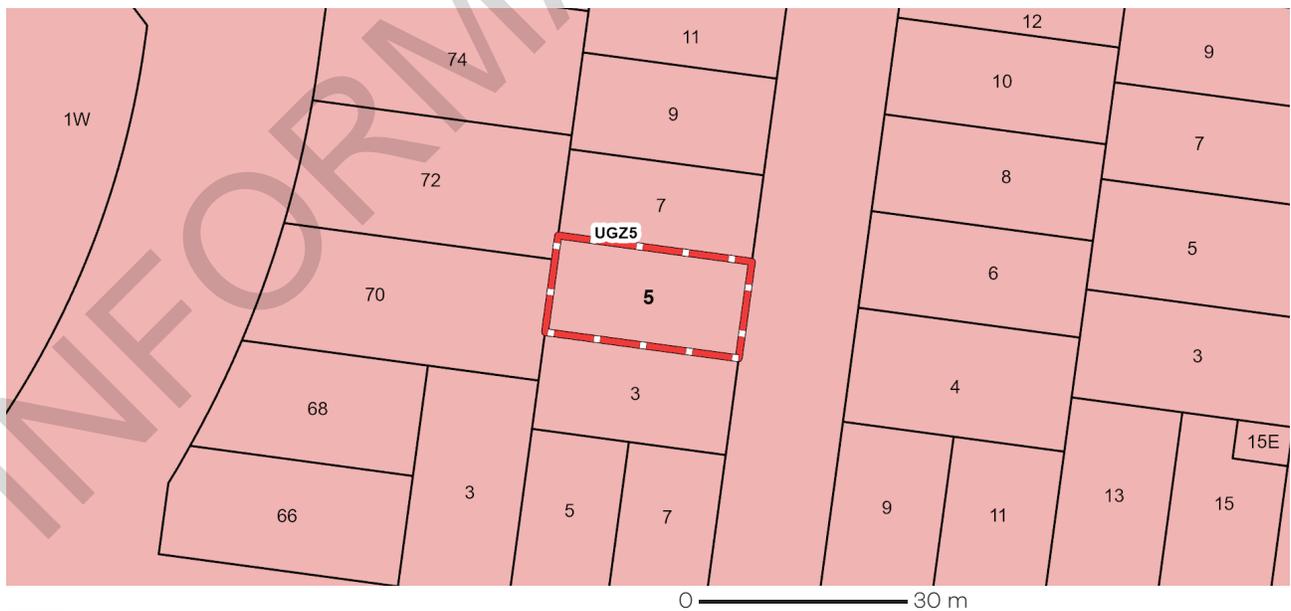
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[URBAN GROWTH ZONE \(UGZ\)](#)

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



UGZ - Urban Growth

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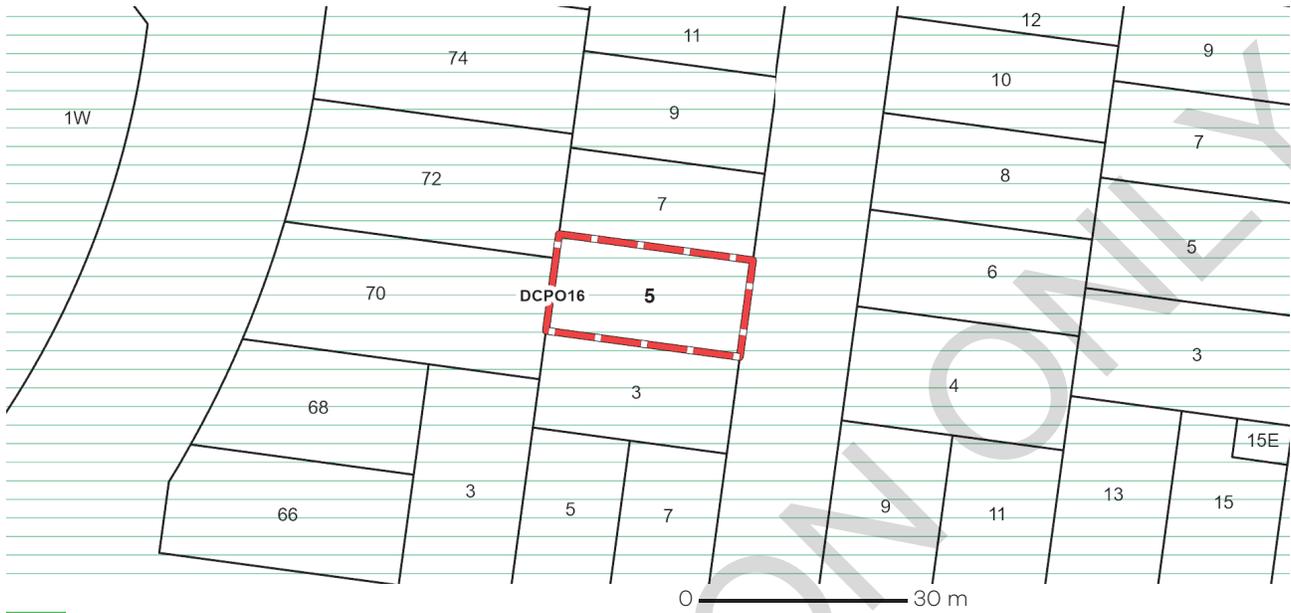


Department of Transport and Planning

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DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 16 (DCPO16)

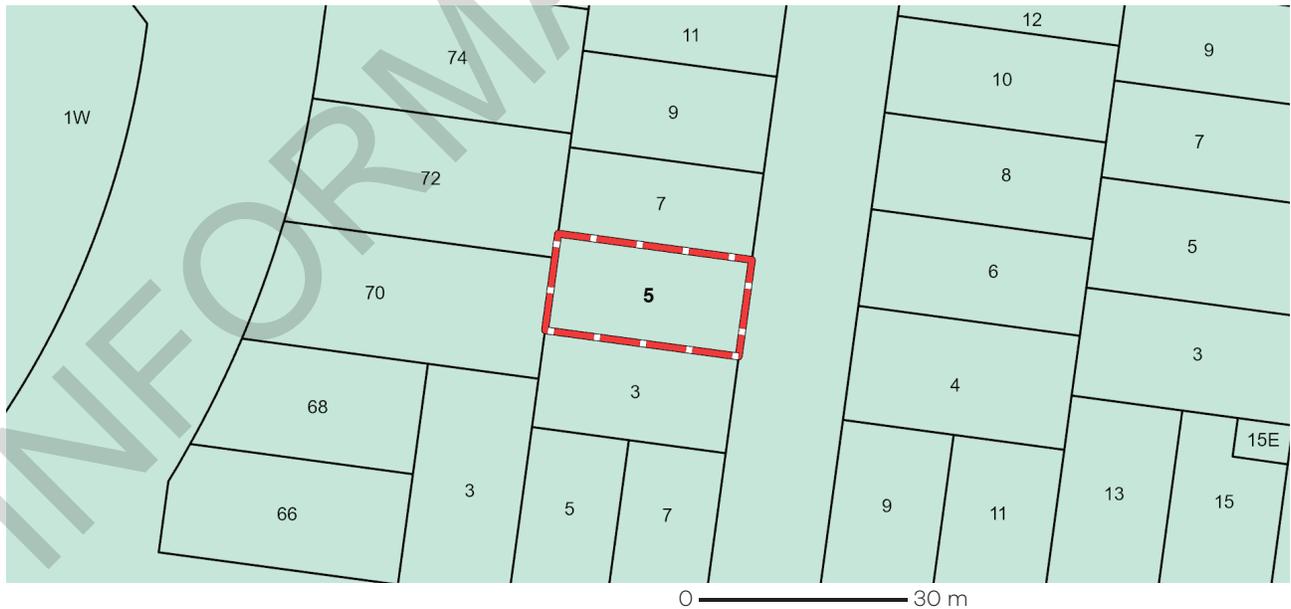


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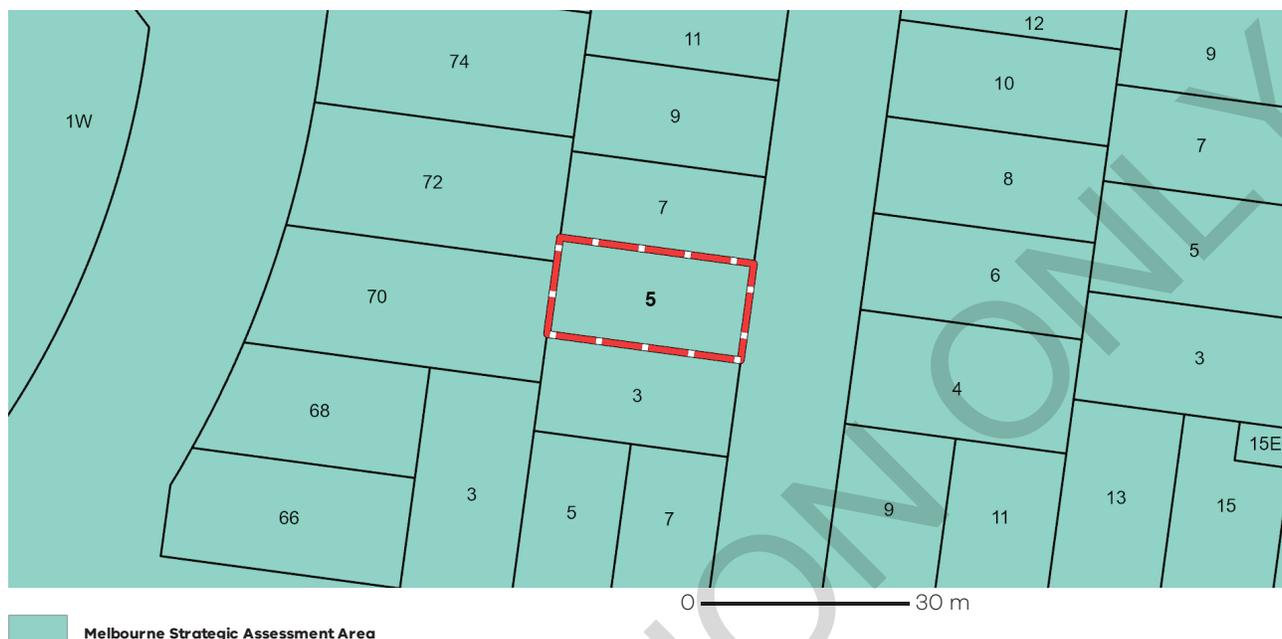
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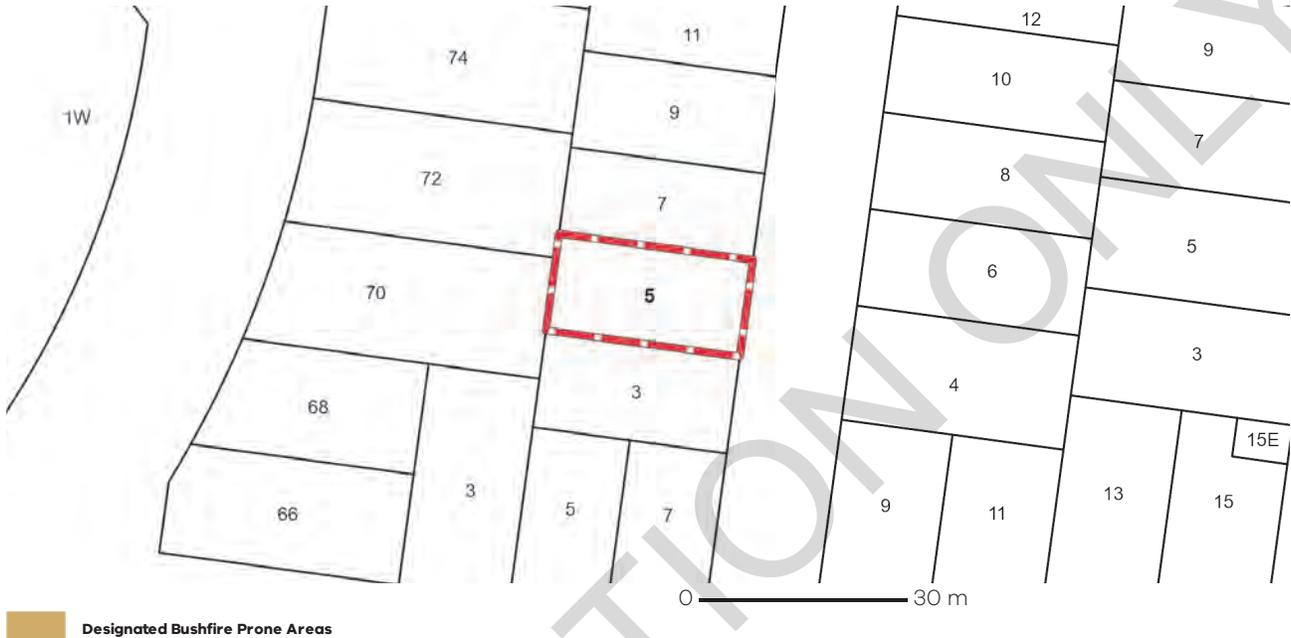
PLANNING PROPERTY REPORT

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Native Vegetation

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Property Clearance Certificate

Land Tax



INFOTRACK / TASC CONVEYANCING (NSW) PTY LTD

Your Reference:	251591
Certificate No:	93855802
Issue Date:	23 OCT 2025
Enquiries:	ESYSPROD

Land Address: 5 KAFUE ROAD WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Tax Payable
49590874	1122	803931	12442	309	\$0.00

Vendor: MAHA ARABI
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
EKREM ESENYEL	2025	\$380,000	\$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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
 Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$380,000
SITE VALUE (SV):	\$380,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 93855802

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,590.00

Taxable Value = \$380,000

Calculated as \$1,350 plus (\$380,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$3,800.00

Taxable Value = \$380,000

Calculated as \$380,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 93855802

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 93855802

Visa or Mastercard

Pay via our website or phone 13 21 61. A card payment fee applies.

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / TASC CONVEYANCING (NSW) PTY LTD

Your Reference:	251591
Certificate No:	93855802
Issue Date:	23 OCT 2025
Enquires:	ESYSPROD

Land Address:	5 KAFUE ROAD WOLLERT VIC 3750				
Land Id	Lot	Plan	Volume	Folio	Tax Payable
49590874	1122	803931	12442	309	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
100	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:	\$380,000
SITE VALUE:	\$380,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 93855802

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.

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.

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

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / TASC CONVEYANCING (NSW) PTY LTD

Your Reference:	251591
Certificate No:	93855802
Issue Date:	23 OCT 2025

Land Address: 5 KAFUE ROAD WOLLERT VIC 3750

Lot	Plan	Volume	Folio
1122	803931	12442	309

Vendor: MAHA ARABI

Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
 Commissioner of State Revenue



Notes to Certificate - Windfall Gains Tax

Certificate No: 93855802

Power to issue Certificate

- 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

- 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

- 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

- 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.
- If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
- A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

- 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

- 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

- 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.
- 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.
- Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 93855807

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 93855807

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Tasc Conveyancing (NSW) Pty Ltd C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 359581

NO PROPOSALS. As at the 23th October 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

5 KAFUE ROAD, WOLLERT 3750
CITY OF WHITTLESEA

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 23th October 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 78522713 - 78522713185523 '359581'

Owners Corporation Certificate

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

Owners Corporation No.	Owners Corporation No. 1 PS803931Y	
Prepared for:	Lot 1122	5 Kafue Road Wollert VIC 3750
Postal Address:	Suite 12, Level 2 / 100 Overton Road, Williams Landing VIC 3027	
Vendor	Maha Arabi	
Purchaser:	Not Known	
Applicant:	Infotrack on behalf of Tasc Conveyancing (NSW) Pty Ltd	
Applicant Reference:	251591	
<p>IMPORTANT: The information in this certificate has been issued on 31 October 2025</p> <p>The information contained within this certificate is only valid as of its date of issue. An updated certificate should be obtained prior to settlement to ensure the information contained within this certificate remains current and valid.</p>		
<p>This Certificate has been issued for Lot 1122 on Owners Corporation No. 1 PS803931Y</p>		

- The annual fee for the current financial year ending **30/06/2026** for the lot is \$TBC payable on a quarterly basis.

The annual contribution fee is set in accordance with the annual budget of the Owners Corporation that is resolved at the Annual General Meeting and may be subject to change depending on the budget set each year.

Due Date	Description	Amount
01/07/2025	Pre-Issue OC Fee for period 01.07.2025 – 30.09.2025	\$247.50
01/10/2025	Pre-Issue OC Fee for period 01.10.2025 – 31.12.2025	\$247.50
01/01/2026	OC Fee for period 01.01.2026 – 31.03.2026	\$TBC
01/04/2026	OC Fee for period 01.04.2026 – 30.06.2026	\$TBC
	Total	\$TBC

- The fees are paid up until **30/09/2025**. Please note that should settlement occur on or after any due date, a further contribution fee will be due and payable plus an adjustment levy to align with the budget if an Annual General Meeting has taken place and an increase to the annual fees has been resolved by the Owners Corporation.
- The present total of unpaid fees (including levies, miscellaneous charges and interests) is: **\$249.53**
Please refer to the attached Current Owner Account Statement for a detailed breakdown.
- The present total of unpaid Special Levies is **\$0.00** (plus penalty interest of \$0.00).

Due Date	Amount	Details
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Nil	Nil	Nil
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5. The repairs, maintenance or other work or act which has been or is about to be performed which may incur additional charges which have not been included in the annual fees and special levy fees are:
None known as of the date of this certificate.

6. The Owners Corporation has the following insurance cover:
Please refer to Attachment 2: Owners Corporation Insurance Certificate of Currency

Insurances maintained by the Owners Corporation strictly extend to the registered common property of the Owners Corporation.

7. The Owners Corporation has not resolved that members may arrange their own insurance under Section 63 of the Act.
In accordance with the note under item 6, privately owned lots within this OC must seek their own insurance for their respective lot's building and its contents.

8. The total funds held by the Owners Corporation as at 31 October 2025 are:

Fund	Amount
Administrative Fund	\$13,350.82

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

10. As of 31 October 2025 there is a total amount of \$48,256.62 of fees and levies owing to the Owners Corporation in arrears.
It was resolved that the Owners Corporation instruct Quantum United Management to engage a debt recovery firm to commence Owners Corporation Fee recovery if there are unpaid fees that are equal to or above the annual Owners Corporation Fees.

11. The Owners Corporation is party to any proceedings or aware of any notices or orders which may give rise to proceedings as follow:
The manager is not aware of any legal proceedings as of the date of this certificate, other than debt/cost recovery as noted in item 10 above.

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

- Club Rathdowne Limited (ACN 632 420 798) – Residents Club Agreement
- Quantum United Management – Management Agreement

13. The Owners Corporation has made agreements to provide services to members and occupiers for a fee as follows:
The registered proprietor of title effected by the Owners Corporation is an 'Owner Member' of Club Rathdowne Limited (ACN 632 420 798). The Company maintains and administers the operation and use of the Residents Leisure Centre facilities known as 'Club Rathdowne' and any other land in respect of the Rathdowne Project Land which it has been agreed to writing by the company to maintain on behalf of the

Owners Corporation for the benefit of its Members and any other persons who are authorised to use such pursuant to the terms of the Constitution.

14. Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied?
None as of the date of this certificate.
15. The Owners Corporation have resolved to appoint Quantum United Management as the Owners Corporation manager.
16. No proposal has been made for the appointment of an administrator.
17. Any other information:
- Vendors are to handover any/all access proximity swipe access cards to Club Rathdowne that are currently in their possession (unless the current residential tenancy agreement is subject to transfer at settlement). Failure to provide these will result in the purchaser being required to purchase new access fobs.
 - Nature Strip Maintenance (Lots 101 to 699): All lots within Stages 1 to 6 are responsible for the maintenance of their nature strip(s) effective 01/12/2022. All other lot nature strips are currently being maintained by the developer until further notice.

IMPORTANT:

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

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

18. The following attachments are linked to this certificate:
- Attachment 1: Minutes of the last Annual General Meeting
 - Attachment 2: Owners Corporation Insurance Certificate of Currency
 - Attachment 3: Owners Corporation Model Rules
 - Attachment 4: Owners Corporation Registered Rules
 - Attachment 5: Owners Corporation Building & Design Guidelines
 - Attachment 6: Change of Owner Details Form
 - Attachment 7: Residents Club Agreement

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

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

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

Signed on behalf of Owners Corporation No. 1 PS803931Y by:



Vanessa Bryant

Dated: 31 October 2025

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

Quantum United Management Pty Ltd
ABN 69 202 124 813
Suite 12, Level 2, 100 Overton Road
WILLIAMS LANDING VIC 3027
Phone: 03 8360 8800
Email: rathdowne@quantumunited.com.au

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

SCHEDULE 3

Owners Corporations Regulations 2018 Regulation 17

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an Owners Corporation

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

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

29 October 2025

2025 Annual General Meeting Summary Report

Rathdowne OC1 PS 803931Y

Dear Members,

Thank you to those who attended the Rathdowne OC1 PS 803931Y AGM held on Monday, 27 October 2025.

We have prepared a summary of the key items addressed at the AGM and enclosed are the minutes for your perusal. The minutes are also available on the community app.

OWNERS CORPORATION BUDGET & FEES 2025/2026

As per the approved budget, the annual Administrative Fund Owners Corporation Fees for the 12-month period commencing 1 July 2025 are \$413,868.67 plus GST. Club Rathdowne membership fees are set at \$373,302.03 plus GST, which equates to approximately 90% of your Owners Corporation budget.

The OC budget was adopted at the Annual General Meeting, resulting in annual contributions for the current financial period totalling \$1,055.54. including GST per residential lot with 100 units of liability. This increase is primarily driven by rising operational cost pressures at Club Rathdowne, including higher utility expenses, increased maintenance requirements, and general inflationary impacts on service contracts. The adjustment ensures that the Owners Corporation can continue to meet its financial obligations responsibly on behalf of all members.

Due to the timing of this AGM, the Owners Corporation Fees for the period 1 July 2025 to 30 September 2025 & 1 October 2025 to 31 December 2025 were pre-issued based on the last approved budget, at \$247.50 including GST per quarter.

The next fee for the period 1 January 2026 to 31 March 2026 & 1 April 2026 to 30 June 2026, will be issued at the amount of \$280.27 including GST, to ensure the fees as per the newly approved budget are collected for the financial year.

OWNERS CORPORATION COMMITTEE

The newly formed Owners Corporation committee will meet to assist in ensuring the effective and efficient management of Owners Corporation 803931Y.

Committee Members:

Amanda Francis

Ameya Agashe

Gagan Gupta

Aditya Agashe

Vijay Kumar

Kylee Thompson

We look forward to working with the new committee over the coming year and thank them for volunteering to assist your community.

Should you have any questions, please contact the office of Quantum United Management.

Yours faithfully,



Tharanga Edirisuriya
Client Manager – Rathdowne Community
Quantum United Management

**NOTICE OF INTERIM RESOLUTIONS OF THE
ANNUAL GENERAL MEETING OF OWNERS CORPORATION
No.1 PLAN OF SUBDIVISION 803931Y**

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

Interim resolutions become resolutions of the Owners Corporation:

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

Note:

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

**MINUTES OF THE ANNUAL GENERAL MEETING
OF OWNERS CORPORATION No. 1 PLAN OF SUBDIVISION 803931Y HELD ON**

Date: Monday, 27 October 2025

Time: 7:30 pm

Place: This meeting was held in Club Rathdowne in the function room

Meeting started at 7:40 pm.

1. Attendances

Members in Attendance and eligible to vote.

Lot 127	Helen Demaris
Lot 215	Gagan Gupta
Lot 227	Vijay Kumar
Lot 715	Amanda Francis Lucci & Renato Uberti
Lot 831	Kylee Thompson
Lot 919	Bharat Gujral
Lot 921	Minesh Jivan Mandan
Lot 1109	Aditya Agashe
Lot 1233	Ameya Agashe
Lot 1305	Prashanth Koppolu

Also Present:

Mandeep Gaudia (Lot 220)

Shashank Dangwal

Tharanga Edirisuriya & Chantel Reid representing Quantum United Management

Apologies

None received

2. Proxies:

No proxies were received.

3. Quorum & Entitlement to Vote

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

4. Chairperson of AGM

Members present agreed to appoint Tharanga Edirisuriya, representing the Owners Corporation, as the Chair of the Annual General Meeting.

5. Acceptance of Minutes

RESOLUTION: It was resolved that the Minutes of the previous Annual General Meeting held on 14 October 2024 be adopted as a true and correct record.

Motion carried.

6. Reports:

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

The Manager’s report was taken as read

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

The Committee report formed part of Mangers’ report and was taken as read.

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

Pursuant to Section 159 of the Owners Corporation Act the Owners Corporation is required to provide a report in relation to the details of any dispute under this section within the reporting period.

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

7. Finance:

7.1 Annual Financial Statements for the period ending 01 July 2024 – 30 June 2025

RESOLUTION: It was resolved that the Owners Corporation adopt the Annual Financial Statements for the period 1st July 2024 to 30th June 2025.

Motion carried.

Note: These financials, prepared by Quantum United Management, have been audited by an external independent auditor, Stannards Accounts and Advisors, as required under the Owners Corporation Act.

7.2 Owners Corporation Budget for the period 01 July 2025 – 30 June 2026

RESOLUTION: It was resolved that the Owners Corporation adopt the Budget as tabled for the financial year 01st July 2025 to 30th June 2026, and to use its funds for all of the approved budgeted expenses.

Motion Carried.

7.3 Owners Corporation Fees

RESOLUTION: It was resolved that the Owners Corporation Fees be set as per the approved budget in the amount of \$413,868.67 plus GST for the Administration Fund beginning 1st July 2025, and that these fees be set based on lot liability for both the Administration Fund and that these fees be payable quarterly in advance on 1 July, 1 October, 1 January and 1 April each year.

Motion Carried.

NOTE: The fees will continue to be issued as per the approved budget at this AGM until a new budget is approved at the next AGM.

The 2025/26 Owners Corporation Fees were set at \$1,055.54 (incl GST) per annum for each standard lot with a 100 units of Liability.

Quarterly Levy Contribution (Incl. GST) per quarter	
OC Fees for 01/07/2025 - 30/09/2025 – Issued	\$ 247.50
OC Fees for 01/10/2025 - 31/12/2025 - Issued	\$ 247.50
OC Fees for 01/01/2026 - 31/03/2026	\$ 280.27
OC Fees for 01/04/2026 - 30/06/2026	\$ 280.27
Total Annual Levy Contribution	\$ 1,055.54

7.4 Penalty Interest on Arrears

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

Motion Carried.

NOTE: The current interest rate is 10.0%

7.5 Waiving of Penalty Interest on Arrears

RESOLUTION: It was resolved that the Owners Corporation delegates to the Manager the powers of the Owners Corporation to waive interest on arrears when finalising payment of arrears.

Motion Carried.

7.6 Debt Recovery

RESOLUTION: It was resolved that the Owners Corporation instruct Quantum United Management to initiate fee recovery proceedings, in a court of competent jurisdiction, against any lot owner with outstanding Owners Corporation fees equal to or exceeding \$1,000.00.

Motion Carried.

7.7 Cost Recovery

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

Motion Carried.

8. Insurance:

Review of current Owners Corporation Insurance Cover:

RESOLUTION: It was resolved that the Insurance policy details for the Owners Corporation required by Part 3 Division 6 of the Owners Corporation Act 2006 the details of which are outlined below be accepted, and that the Owners Corporation approve the renewal of the policies on the renewal date noted below:

Motion Carried.

Name of Company:	CHU Insurance
No. of Policy:	HU0006103441
Insured:	803931Y
Building	\$20,000
Public Liability	\$30,000,000
Voluntary Workers	\$200,000/ \$2000 per week
Fidelity Guarantee	\$250,000
Office Bearer's Liability	\$1,000,000
Government Audit costs	\$25,000
Appeal Expenses	\$100,000
Legal Defence Expenses	\$50,000
Renewal Date	22 March 2026

Members were advised that the Owners Corporation Building Policy *DOES NOT* protect privately owned homes (building) or fittings. It is, therefore, the responsibility of the lot owner to ensure adequate cover is in place for privately owned properties.

STANDING DIRECTION (INSURANCE RENEWAL)

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

Your PDS for this policy can be obtained from the community website at <https://rathdowne.quantumunited.com.au/> or by contacting our office, or one will be available to be viewed at the AGM.

9. Owners Corporation No. 1 PS 803931Y Committee

Committee Member 1:

RESOLUTION: It was resolved that Amanda Francis is elected to the committee as passed by simple majority vote.

Motion Carried.

Committee Member 2:

RESOLUTION: It was resolved that Ameya Agashe is elected to the committee as passed by simple majority vote.

Motion Carried.

Committee Member 3:

RESOLUTION: It was resolved that Gagan Gupta is elected to the committee as passed by simple majority vote.

Motion Carried.

Committee Member 4:

RESOLUTION: It was resolved that Aditya Agashe is elected to the committee as passed by simple majority vote.

Motion Carried.

Committee Member 5:

RESOLUTION: It was resolved that Vijay Kumar is elected to the committee as passed by simple majority vote.

Motion Carried.

Committee Member 6:

MOTION: It was resolved that Kylee Thompson is elected to the committee as passed by simple majority vote.

Motion Carried.

10. General Business

Nil items.

11. Close of Meeting

The Chairperson declared the meeting closed at 8.48 pm

INFORMATION ONLY

**QUANTUM UNITED MANAGEMENT
OWNER TRANSACTION SUMMARY from 01/01/25 to 31/10/25
Contribution Schedule**

O/Corp: 803931Y Units: 434 Lots: 434

Building Address: 430 Craigeburn Road

Suburb: Wollert State: VIC Post Code: 3750

Building Name: Rathdowne

ABN: 98738770156

Manager: Ramona Cutajar

GST?: Yes

Lot#: 1122 Unit#: Units of Liability: 10 Paid To: 01/07/25

Owner Name: Maha Arabi Contribution Schedule: 10 Arrears: \$247.50

Interest: \$2.03

Total Due: \$249.53 as at 31/10/25

Fees

Due Date	Reference	Details	Total Due	Paid	Discount	Unpaid	Arrears	Interest Due	GST
01/07/25	117	OC Fees 01.07.25 to 30.09.25 from 01/07/2025 to 01/07/2025 FULLY PAID	\$247.50	\$247.50	\$0.00	\$0.00	\$0.00	\$0.00	\$22.50
01/10/25	118	Admin Maintenance OC Fees 01.10.25 to 31.12.25 from 01/10/2025 to 01/10/2025 OVERDUE	\$247.50	\$0.00	\$0.00	\$247.50	\$247.50	\$2.03	\$22.50
Fee Totals for the Period 01/01/25 to 31/10/25			\$495.00	\$247.50	\$0.00	\$247.50	\$247.50	\$2.03	\$45.00

Receipts

Date	Reference	Details	Admin	Maintenance	Total	Discount	Interest Paid	GST
30/06/25	247	OC Fees 01.07.25 to 30.09.25 for 01/07/2025 to 01/07/2025 Receipt: bpay-payment - DEFT Bpay 0000086164	\$247.50	\$0.00	\$247.50	\$0.00	\$0.00	\$22.50
Receipt Totals for the Period 01/01/25 to 31/10/25			\$247.50	\$0.00	\$247.50	\$0.00	\$0.00	\$22.50

CHANGE OF OWNERS DETAILS/ ADDRESS FORM

Section 134 Owners Corporation Act 2006

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

Dated: _____

Signature of owner/s 1: _____

Signature of owner/s 2: _____

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

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

Residents' Club Agreement

Club Rathdowne Limited (ACN 632 420 798)

Company

Owners Corporation No. 1 PS 803931Y

Owners Corporation

INFORMATION ONLY

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Residents' Club Agreement made on 2019

Parties **Club Rathdowne Limited (ACN 632 420 798)**
of Level 1, 6 Riverside Quay, Southbank, Victoria 3006

("Company")

Owners Corporation No. 1 PS 803931Y
of Level 1, 6 Riverside Quay, Southbank, Victoria 3006

("Owners Corporation")

Background

- A. The Company intends to enter into a lease of Land on which Facilities are to be constructed.
- B. The Company will agree in accordance with the Lease to make the Facilities available to owners and residents of lots affected by certain owners corporations.
- C. The Owners Corporation wishes the Facilities to be made available to owners and Residents of Lots affected by the Owners Corporation.
- D. Subject to the Owners Corporation agreeing to pay fees to the Company in accordance with this Agreement, the Company has agreed to make membership of the Company available to owners and Residents of Lots affected by the Owners Corporation in accordance with the terms of the Constitution.

Operative provisions

1. Definitions and interpretations

1.1 Definitions

In this Agreement:

Business Day means any day (except a Saturday, Sunday or public holiday) on which banks are open for business in Melbourne, Victoria;

Constitution means the constitution of the Company, as amended from time to time;

Facilities means the facilities to be constructed on the Land, and includes the Residents' Clubhouse;

GST means any consumption, goods and services or value added tax, by whatever name called, imposed, levied or collected by any Federal or State Government which operates at any time or times during the Term or any renewal or overholding of the Lease including, without limitation, GST as defined in the GST Act and any replacement tax;

GST Act means *A New System (Goods and Services Tax) Act 1999*;

Land means part of the Rathdowne Project Land generally in the location shown hatched on the plan attached as Annexure A.

Lease means the proposed lease by the Company of the Land.

Lot means a lot derived from the Rathdowne Project Land upon which one permanent non-transportable private residence is constructed (or is to be constructed) and which is used (or is

to be used) primarily for the purpose of a residence and for domestic and ancillary purposes thereto;

Operating Commencement Date means the date upon which the Residents' Clubhouse and associated facilities are opened and made available to:

- (a) members of the Owners Corporation; and
- (b) other persons authorised to use the Residents' Clubhouse and associated facilities in accordance with the constitution of the Company;

Owner Member means an Owner Member of the Company, as defined in the Constitution;

Rathdowne Project Land means:

- (a) 430 Craigieburn Road, Wollert in the State of Victoria more particularly described in Certificate of Title volume 09254 folio 933;
- (b) 440 Craigieburn Road, Wollert in the State of Victoria more particularly described in Certificate of Title volume 11185 folio 407;
- (c) 450 Craigieburn Road, Wollert in the State of Victoria more particularly described in Certificate of Title volume 11185 folio 406;
- (d) 355 Vearings Road, Wollert in the State of Victoria more particularly described in Certificate of Title volume 09254 folio 932;

Resident means a person:

- (a) whose principal place of residence is a Lot; and
- (b) who resides at that Lot not less than 75% of the time in any given year (or such other period of time as the Board of the Company determines in its absolute discretion); and

Residents' Clubhouse means that part of the Land which is to be used as a recreational clubhouse incorporating a café, gymnasium, resort style play pool, outdoor lap pool, function room, family lounge, outdoor garden and play areas, together with all improvements located on that land.

1.2 Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (a) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
- (b) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (c) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;

- (d) a reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (e) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (f) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (g) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Agreement, and a reference to this Agreement includes all schedules, exhibits, attachments and annexures to it;
- (h) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (i) "includes" in any form is not a word of limitation; and
- (j) a reference to "\$" or "dollar" is to Australian currency.

2. Membership of Company

The Company at its cost must make membership of the Company available to owners and Residents of Lots affected by the Owners Corporation in accordance with the terms of the Constitution, subject to payment of fees by the Owners Corporation in accordance with clause 3 and the Constitution of the Company from time to time.

3. Fees

3.1 Owners Corporation to pay Fees

- (a) In consideration of the Company making membership of the Company available to owners and Residents of Lots affected by the Owners Corporation in accordance with **Clause 2**, the Owners Corporation must pay to the Company, on and from the Operating Commencement Date, an amount equal to the aggregate of:

$$A \times B$$

where in each year (or part thereof):

A is the amount equal to the annual subscription fee payable by an Owner Member of the Company under the Constitution for that year (or part thereof); and

B is the number of Lots affected by the Owners Corporation for that year (or part thereof).

- (b) Subject to **Clause 3.1(c)**, the payment required under **Clause 3.1(a)** must be made by the Owners Corporation within thirty (30) days of the Owners Corporation receiving a written demand from the Company to do so.
- (c) The Company may make demands for partial payment of the amount due under this **Clause 3.1** but must not make a demand for any payment:
 - (i) less than three (3) months after the immediately preceding demand; or

- (ii) if the amount demanded, when aggregated with any amount previously paid by the Owners Corporation under this **Clause 3.1**, exceeds the aggregate of:

$C \times D$

where in each year (or part thereof) in the period from the Operating Commencement Date until the date the demand is made:

C is the amount equal to the annual subscription fee payable by an Owner Member of the Company under the Constitution for that year (or part thereof); and

D is the number of Lots affected by the Owners Corporation for that year (or part thereof).

3.2 Exclusion of Owners Corporation Members

- (a) The Company may exclude any member of the Owners Corporation who is a member of the Company and/or their guests and/or Residents of the Lot or Lots owned by that member from accessing the Facilities if the Owners Corporation or the Owners Corporation Manager has notified the Company that the Owners Corporation member has not paid their Owners Corporation fees.
- (b) Nothing in **Clause 3.2(a)** affects the primary obligation of the Owners Corporation to pay fees to the Company in accordance with **Clause 3.1**.

4. Maintenance

- (a) The Company agrees to maintain, or procure the maintenance of:
 - (i) any landscaping within the Rathdowne Project Land for which the Owners Corporation is responsible at the request of the Owners Corporation; and
 - (ii) any entrance feature constructed or to be constructed at any of the entrances to the Rathdowne Project Land at the request of the Owners Corporation.
- (b) In addition to the payment required in **Clause 3**, the Owners Corporation must pay to the Company the reasonable cost of any maintenance requested in accordance with **Clause 4(a)** within 30 days of receiving a written demand from the Company to do so.

5. GST

5.1 Interpretation

Expressions used in this clause and in the GST Act have the same meanings as when used in the GST Act.

5.2 GST exclusive amount

Except where this Agreement states otherwise, each amount payable by a party ("Recipient") under this Agreement in respect of a taxable supply by the another party ("Supplier") is

expressed as a GST exclusive amount and the Recipient must, in addition to that amount and at the same time, pay to the supplier the GST payable in respect of the supply.

5.3 Creditable Acquisition

An amount payable by a Recipient in respect of a creditable acquisition by a Supplier from a third party must not exceed the sum of the value of the Supplier's acquisition and the additional amount payable by the Recipient under **Clause 5.2** on account of the Supplier's GST liability.

5.4 Tax Invoice

A party is not obliged, under **Clause 5.2**, to pay the GST on a taxable supply to it under this Agreement, until given a valid tax invoice for the supply.

6. General

6.1 Entire agreement

To the extent permitted by law, in relation to its subject matter, this Agreement:

- (a) embodies the entire understanding of the Parties, and constitutes the entire terms agreed by the Parties; and
- (b) supersedes any prior written or other agreement of the Parties.

6.2 Obligations falling on a non-Business Day

Any moneys falling due on a date other than a Business Day shall be paid on the next succeeding Business Day without interest or any other amount being payable in respect of the period from but not including the date on which the moneys fell due for payment up to and including the next succeeding Business Day.

6.3 Partnership Negatived

Nothing contained in this Agreement shall be deemed or construed by the Parties or any third party as creating the relationship of partnership or of principal and agent or of a joint venture between the Parties.

6.4 Amendments

This Agreement may only be varied by a document signed by or on behalf of each party.

6.5 Governing law

This Agreement is governed by and must be construed according to the law applying in Victoria.

6.6 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of Victoria, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Agreement; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings

have been brought in an inconvenient forum, if that venue falls within **Clause 6.6(a)**.

6.7 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this Agreement by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this Agreement.
- (b) A waiver or consent given by a party under this Agreement is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of a term of this Agreement operates as a waiver of another breach of that term or of a breach of any other term of this Agreement.

6.8 Further acts and documents

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this Agreement.

6.9 Severance

If at any time a provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

6.10 Signature of Documents

Each party shall and shall procure each of its servants and agents to sign execute and deliver all such documents instruments and writings and shall do and shall procure to be done all such other acts and things as may be necessary or desirable to give full effect to this Agreement.

6.11 Consents

Save where otherwise specifically provided in this Agreement, where, the doing or executing of any act matter or thing by one party is dependent or conditional upon the consent or approval or opinion or satisfaction of the other party, such consent approval or opinion (as the case may be) shall be obtained in writing prior to the doing or executing of the applicable act matter or thing.

6.12 Consents

A consent required under this Agreement from a party may not be unreasonably withheld, unless this Agreement expressly provides otherwise.

6.13 Assignment

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior consent of each other party.

6.14 Expenses

Except as otherwise provided in this Agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this Agreement.

6.15 Binding on each signatory

This Agreement binds and is enforceable against each party despite:

- (a) any other party not executing this Agreement or its execution being defective in any way; or
- (b) any obligation or liability of any other party under this Agreement not binding, or not being enforceable against, that party for any reason.

6.16 Notices

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Agreement:

- (a) must be in writing;
- (b) must be addressed as follows (or as otherwise notified by that party to each other party from time to time):

Company

Name: Club Rathdowne Limited
Address: Level 1, 6 Riverside Quay, Southbank 3006
Fax:
For the attention of:

Owners Corporation

Name: Owners Corporation No. 1 PS 803931Y
Address: Level 1, 6 Riverside Quay, Southbank 3006
Fax:
For the attention of:

- (c) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
- (d) must be delivered by hand or posted by prepaid post to the address, or sent by fax to the number, of the addressee, in accordance with **Clause 6.16(b)**; and
- (e) is taken to be received by the addressee:
 - (i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;
 - (ii) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail;
 - (iii) (in the case of fax) at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent; and

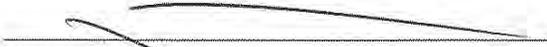
(iv) (in the case of delivery by hand) on delivery,

but if the communication is taken to be received on a day that is not a working day or after 5.00 pm, it is taken to be received at 9.00 am on the next working day ("working day" meaning a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally, in the place to which the communication is posted, sent or delivered).

INFORMATION ONLY

Executed as a deed.

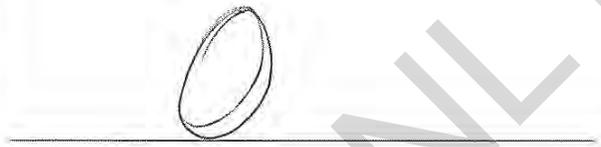
Executed by Club Rathdowne Limited
ACN 632 420 798 in accordance with
section 127 of the Corporations Act by or in
the presence of:



(Signature of Secretary/other Director)



(Name of Secretary/other Director in full)

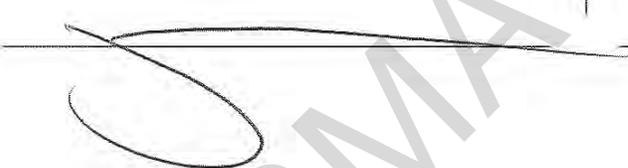


(Signature of Director or Sole Director and Secretary)



(Name of Director or Sole Director and Secretary in full)

Executed by Owners Corporation No. 1
PS 803931Y:



INFORMATION ONLY

Annexure A - Plan of Land

INFORMATION ONLY



LEGEND

- Club Facility

Any future development of the mixed use site must allow appropriate linkages through the site to the satisfaction of the Responsible Authority

Future road reserve - width to be confirmed

Dry Stone Wall permitted for removal to allow for the extension of the road identified as Melksham Avenue on this plan to the east, then the wall is to remain in site. If Melksham Avenue is not extended east, then the wall is to remain in site

D 42 Hectares of land in Jardin Road required for intersection planning as per Plan 3 of the Wollert PSP



Rathdowne | Craigieburn Rd, Wollert 3750

Drawing No 302057P17 Revision 1 Date 14.02.2018

Drawn By KM Checked By MCS Approved By MCS



INFORMATION ONLY



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006103441
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	22/03/2025 to 22/03/2026 at 4:00pm
Plan Number	803931Y
The Insured	OWNERS CORPORATION PLAN NO. PS 803931Y
Situation	430F CRAIGIEBURN ROAD WOLLERT VIC 3750

Policies Selected

Policy 1 – Insured Property

Building: \$20,000
Common Area Contents: \$0
Loss of Rent & Temporary Accommodation (total payable): \$3,000

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

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

Policy 4 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$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

18/06/2025

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.

RATHDOWNE

WOLLERT

DESIGN GUIDELINES

November 2022

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INFORMATION ONLY

MESSAGE FROM VILLAWOOD

Welcome to Rathdowne the newest in a long list of high quality developments by Villawood that will set a new benchmark for residential living in Rathdowne delivering a place that is of superior quality in all aspects which residents are proud to call home.

The principal aim of these Design Guidelines (“Guidelines”) is to create a coherent vision for the Rathdowne community. Developed to enhance the lifestyle and investment of purchasers, the Guidelines are designed to ensure all homes at Rathdowne are built to a high standard whilst encouraging a variety of housing styles which are in harmony with the streetscape. The Guidelines will assist in providing you with peace of mind that your investment will be enhanced in the future, guarding against inappropriate development that may detract from the attractiveness of the development.

Each individual house design should contribute to the surrounding environment and to the estate in a positive way. The Guidelines encourage home owners to construct innovative and appropriate designs that address sustainability issues and present a cohesive residential image for the estate.

To complement the design guidelines, we encourage homes to be built with the benefit of Villawood’s Positive Change initiative and the Green Savings Calculator. The Green Savings Calculator is a helpful online tool for this looking to build a new home or renovating and offers a useful and cost-effective tool to help you save water energy and money.

To learn more about the Positive Change program and ideas you can incorporate into your new home, please visit our website:

<http://villawoodproperties.com.au/positive-change>

We hope you will see the value in Rathdowne Guidelines and we look forward to working with you through the process of making Rathdowne your home.

1.1 OPERATION OF THE DESIGN GUIDELINES

The Design Assessment Panel (“DAP”) will be formed to oversee the implementation of the Guidelines. It will comprise an Architect and a representative of the developer. The makeup of the panel may be varied. However, the panel will always include at least one Architect member.

All proposed building works including houses, garages, outbuildings and fencing shall be approved by the DAP prior to seeking a Planning Permit (if required) and a Building Permit.

Swimming pools do not require DAP approval.

In considering designs, the DAP may exercise a discretion to waive or relax a requirement. The Guidelines are subject to change by the developer at any time without notice. All decisions regarding these Guidelines are at the discretion of the DAP.

Preliminary designs and enquiries are welcome to ensure compliance with your guidelines and it is recommended that you provide a copy of the design guidelines to your builder at the earliest possible time.

1.2 CONSTRUCTION OF YOUR HOME

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

Commencement of your home must occur within 12 months from settlement taking place, and your home complete within 12 months from commencement.

2. APPROVAL PROCESS

2.1 PROCESS FOR APPROVAL

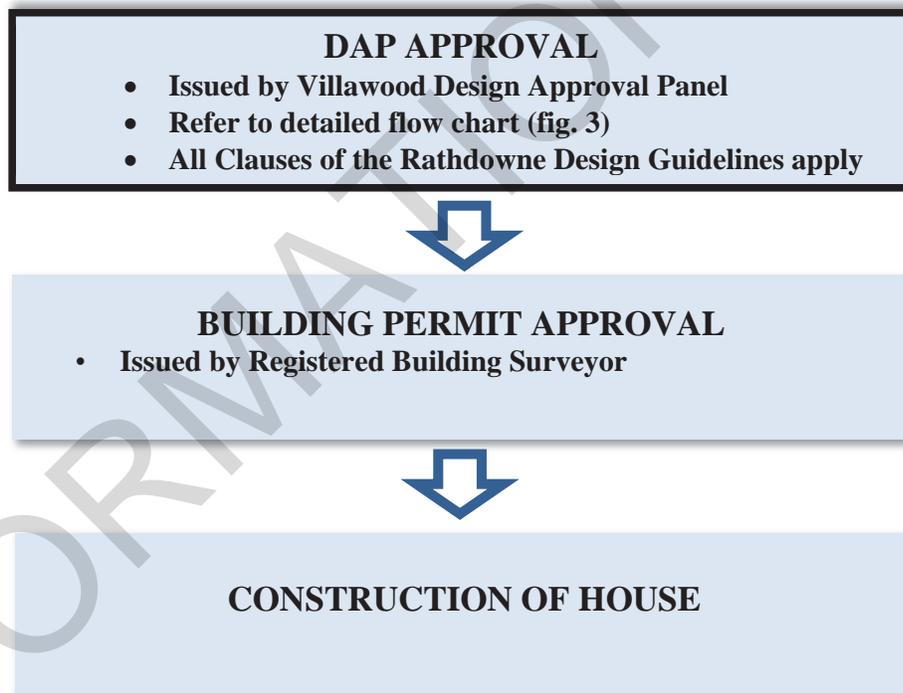
The process for approval of your house design depends on the size of your lot, and the details for your proposed house design.

All documents are to be lodged via the Villawood Properties Builders Portal, this can be accessed by visiting the website www.villawoodproperties.com.au. General enquiries should be directed direct to the DAP via email dap@kosaarchitects.com.au

2.1.1 Lots 300m² and Greater

If your lot is 300m² or greater in size, then the following approvals process applies:

Figure 1. Approval Process for Lots Greater than 300m²

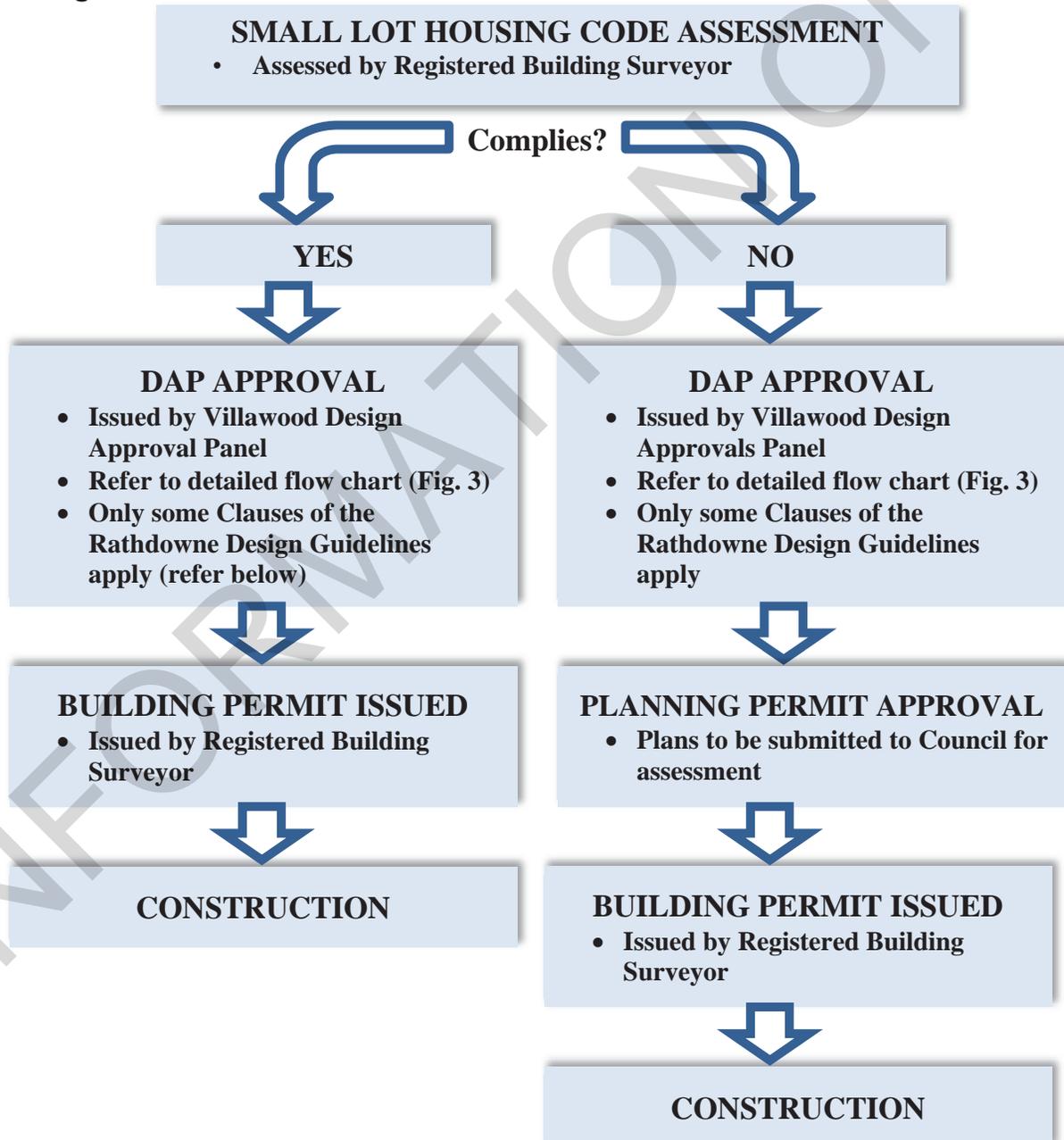


2.1.2 Lots Smaller than 300m²

If your lot is smaller than 300m², Council requires that your house go through an additional approvals process, which requires your house design to be assessed against the Small Lot Housing Code. A copy of the Small Lot Housing Code can be obtained from Council.

If your house design complied with the Code, the process is similar to that outlined in Figure 1. However, if your house does not comply, you can seek discretionary approval from Council. Refer to Figure 2 for an outlined of the process.

Figure 2.



The Small Lot Housing Code covers many of the siting requirements specified in the Rathdowne Design Guidelines. As such, if your house design complies with the Small Lot Housing Code, you are exempt from the following clauses of the Rathdowne Design Guidelines.

- 3.3 House Orientation
- 3.5 Building Envelopes and setbacks
- 3.6 Building Height
- 3.8 Site Coverage
- 4.10 Overshadowing
- 4.11 Privacy and Overlooking

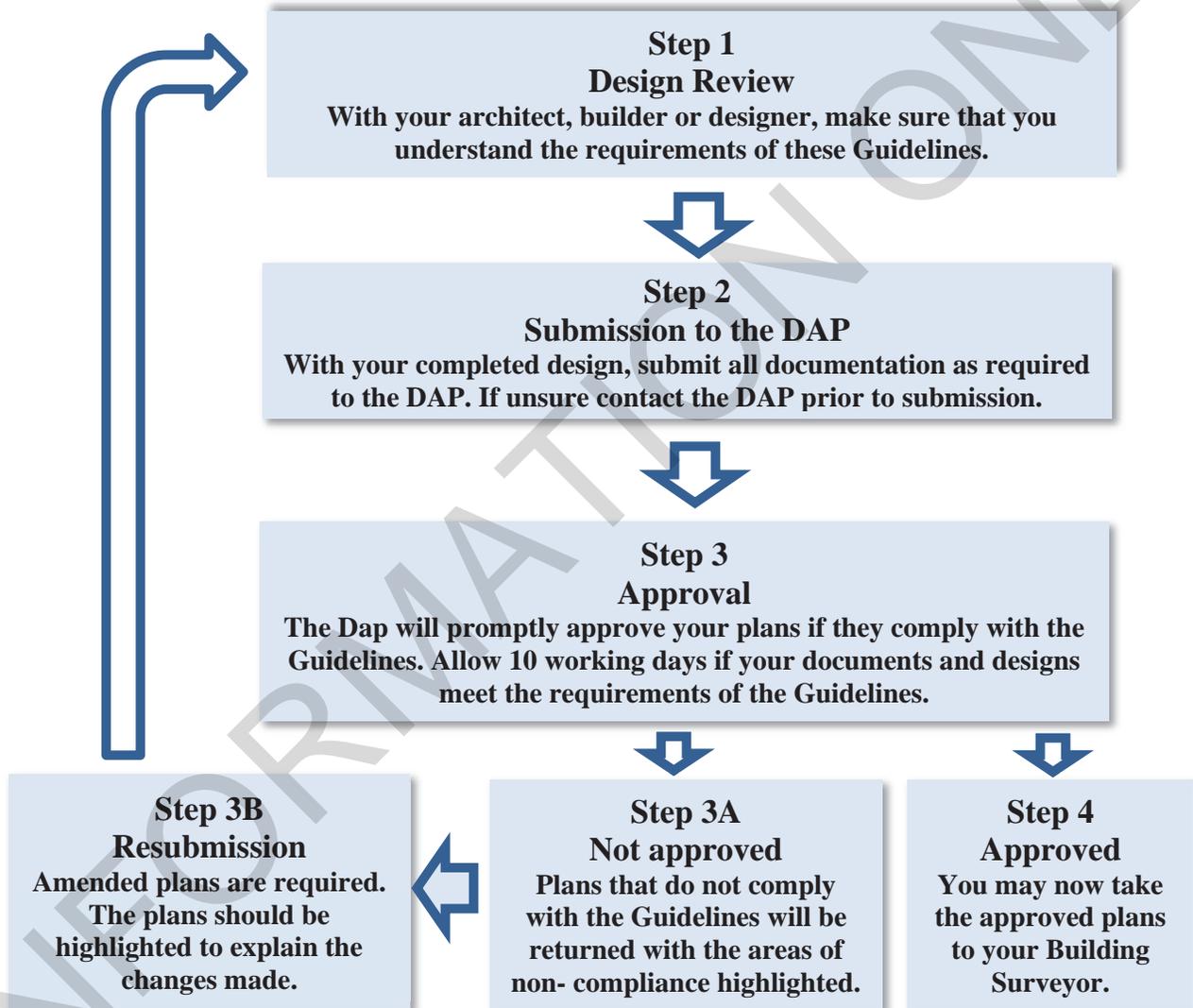
If there is any uncertainty regarding interpretation of the Small Lot Housing Code versus the Rathdowne Design Guidelines, the Small Lot Housing Code takes precedence.

INFORMATION ONLY

2.2 DAP PROCESS

Figure 3 provides a summary of the DAP process.

Figure 3. DAP Process



2.3 PLAN SUBMISSION

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

Provide PDF copies in A4 or A3 format to the DAP for approval as follows:

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

Submit all information via the Builders Portal on the Villawood website
www.villawoodproperties.com.au

all enquires to

RATHDOWNE DESIGN ASSESSMENT PANEL

c/- dap@kosaarchitects.com.au

or telephone contact on 03 9853 3513

2.4 RE-SUBMISSION

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

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

2.5 APPROVAL

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

2.6 BUILDING PERMIT

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

Note: Design approval from the DAP does not exempt the plans from any building or statutory regulations other than the regulations that are superseded by the approved building envelopes and approved profile diagrams.

Approval must be obtained from the relevant authorities for Building Permits, build over easements and connections etc.

Report and consents cannot be requested for regulations that are covered under the approved Building Envelopes.

Approval by the DAP does not infer compliance under the Building Code of Australia, Rescode and other applicable planning or building regulations.

2.7 CONSTRUCTION

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

3. SITING & ORIENTATION

3.1 CONSIDERATIONS

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

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

3.2 LAND USE

One dwelling only is permitted per allotment. Dual occupancy and further subdivision is not allowed. This does not apply to allotments identified by the developer as medium density allotments.

3.3 HOUSE ORIENTATION

Houses must face the main street frontage and present an identifiable entrance to the street. The front door may face some side street frontages, this should be verified with the DAP. Where possible, houses should be sited so that habitable rooms and private open spaces face northwards to receive maximum solar efficiency.

3.4 DWELLING ARTICULATION

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

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

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



Acceptable articulation



No articulation

3.5 BUILDING ENVELOPES AND SETBACKS

Building Envelopes

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

Setbacks

The following setbacks for houses and garages must be met.

(i) *The Front Street*

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

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

(ii) *Splayed and curved street frontages*

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

Front entrances are to be easily accessible from the main street frontage.

(iii) *The Side Boundaries*

The side setback is designated on the specified Building Envelope for each allotment. A building must be setback from a side boundary not less than the distances specified in the Building Envelope Profiles and shown on the Building Envelopes by a setback identifier code. Garages may be built to the side boundary if provided for on the Building Envelope and adjacent buildings allow. The measurements are taken from the natural surface levels to the top of the wall.

(iv) *The Side Street Boundary*

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

(v) *The Rear Boundary*

Generally, a rear wall of a building not exceeding 3.6 metres in height must be set back from the rear boundary a minimum of 3 metres, and a rear wall of a building exceeding 3.6 metres in height must be set back from the rear boundary a minimum of 5.5 metres for standard lots. The maximum height of a building facing a rear boundary must not exceed the maximum building height allowed by the side envelope profile as shown in the Profile Diagrams, or a height limit for a rear setback as dimensioned on the Building Envelope plan.

(vi) Walls on boundaries

Unless otherwise noted on the Building Envelopes, walls and associated parts of a building within 1.0 metre of a boundary are restricted to areas within a Building to Boundary Zone (BBZ). The BBZ spans the length of the side boundary between the front and rear setbacks permitted by this Building Envelope. Total length of walls in the BBZ is limited to 60% of the length of the boundary except for terrace style lots where walls are permitted to the extent of the nominated BBZ.

Unless noted otherwise building to the boundary is allowable to one side only.

Within the BBZ, the following apply:

- Walls within the Building to Boundary Zone are allowed.
- Carports and verandahs are not permitted to be built to the boundary.
- Maximum height of a wall in the BBZ is restricted to 3.6 metres.
- Walls less than 1.0 metres from the boundary must be within 200 mm of the boundary.

(vii) Encroachments

Side, Side Street and Rear: The following may encroach into the specified setback distances by not more than 600 mm: For the purposes of these guidelines, gutters are not a measured item.

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

The following may encroach into the specified setback distances:

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

Front: The following may encroach into the specified front street setback distances by no more than 1500 mm: For the purposes of these guidelines, gutters are not a measured item.

- Porches and verandahs to a maximum height of 4m.
- Decks and uncovered landings of not more than 2 square metres and less than 0.8 metres high from natural ground
- Eaves.

(viii) Edge Boundary

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

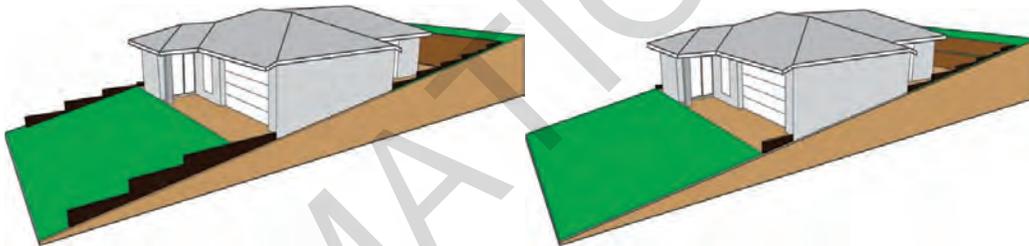
3.6 BUILDING HEIGHT

The maximum building height is 9 metres above the natural surface level of the ground directly below it. A maximum rise of 2 storeys is permitted.

For the purpose of the Guidelines, a maximum wall height of 7.2 metres is permitted above natural ground level. Natural ground/surface level is defined as the ground level after engineering works associated with the subdivision have been completed. Sloping sites which may allow additional built area under the ground floor level will be considered and may be approved depending upon overall design and setback requirements. Large bulk excavations or high retaining walls are not permitted. For the purpose of these Guidelines retaining walls greater than 1m are considered excessive.

3.7 SLOPE CONSIDERATIONS

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



Correct level of excavation

Incorrect level of excavation

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

3.8 SITE COVERAGE

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

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

Please be aware of the building regulations with regards to timber framed structures such as pergolas, verandahs and decks. Refer VBA's [Minimum setback for decks information sheet](#)

Those lots noted accordingly such as small lot housing or terrace style lots in the Building Envelopes may have maximum permitted site coverage of 70% but must have a private open space area that measures 25m² with a minimum dimension of 3 metres in width.

INFORMATION ONLY

4. BUILT FORM

4.1 ARCHITECTURAL STYLE

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

At Rathdowne, there are four precincts (as described in the Annexure A Precinct Plan); each precinct owners are encouraged to provide a design that reflects the precinct.

Precinct 1, Urban Village - contemporary feel with a dynamic community space with contemporary planting and open spaces.

Precinct 2, Eden Fields - contemporary feel, active village and open space reserves.

Precinct 3, Waterway Edge - a contemporary feel, architecturally creative to maximise views of the waterways.

Precinct 4, New Haven - contemporary feel, premium village feel with open space & conservation reserves tree lined streets and high end landscape treatments.

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

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

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

4.2 MATERIALS AND COLOURS

The materials and colours of the walls and roofs of houses will have a major impact on the visual quality of Rathdowne. The use of a combination of finishes is encouraged for achieving a degree of individuality and interest.

Thoughtful selection of materials and colours will achieve a degree of visual harmony between houses and will avoid colours that are out of character with neighbouring houses. For these reasons, purchasers are requested to submit roof and wall materials and colours for approval. Colours which

reflect the natural tones of the environment at Rathdowne are recommended.

External Walls

- The external walls (excluding windows) are to be constructed of brick, brick veneer, texture coated material, weatherboard or other material as approved by the DAP. Colours of trims should be selected to complement the main body of the house & the natural environment.
- Dwellings must have at least 30% render to the front facade or other texture coated material as approved by the DAP.

Roofs

- The roof is to be constructed of steel or masonry or as approved by the DAP. Roof colours which reflect the natural tones of the environment at Rathdowne are recommended and the use of Colorbond is encouraged.
- New Haven Precinct – all homes shall have eaves of at least 450mm width to all sides of the roof. Garage side walls that abut a lot boundary are exempt from eaves.
- Waterway Edge Precinct, all home directly fronting the waterways require eaves of at least 450mm width to all sides of the roof, all other lots within this precinct are encouraged to consider eaves of minimum 450mm to all sides of the roof.
- Eden Fields and Urban Village Precincts – all homes fronting any reserve require to have eaves of at least 450mm width to all sides of the roof.

4.3 DWELLING SIZE

The minimum dwelling size is:

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

4.4 TERRACE AND DUPLEX STYLE DWELLINGS

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

4.5 TWO STOREY DWELLINGS

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

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

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

4.6 CORNER ALLOTMENTS

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

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

4.7 ENERGY EFFICIENCY

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

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

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

Due to changes to the National Construction Code all new homes built after 1 October 2023 may need to achieve a minimum 7-Star rating when using the Nationwide House Energy Rating Scheme (NatHERS). You should consider whether these new requirements will apply to you. For information about the new requirements see NCC 2022 (available at <https://ncc.abcb.gov.au/>) and contact your local State building regulator. Achieving a 7-star rating may result in increased build costs.

4.8 ROOFS

Articulated roof shapes are preferred with hips and gable roof forms, coastal skillion roof styles and higher degrees of pitch encouraged, although each design will be considered on its merits by the DAP.

Houses on lots fronting the Rathdowne Blvd or North Street (key northern road that starts at the intersection at Craigieburn Road East, and continues all throughout the development to the northern district active open space or a water body must have 450mm eaves.

4.9 GARAGES

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

Double garages must be provided for on lots greater than 12.5 metres in width. Garages must be constructed within the Building Envelope and sited a minimum of 5 metres from the front street boundary. The garage setback also applies for entry to the garage from the side street boundary. This applies for standard lots greater than 12.5 metre frontages.

Terrace style lots may have garage access from alternate roads at the rear of the site, in the case that this occurs as nominated on the building envelope plan, then the siting of the garage must be located within the confines of the building envelope plan. Generally, a 1 metre pedestrian access path must be left from the rear of the lot beside the garage.

Setbacks for single garages for lots less than 12.5 metres, terrace and duplex style lots are nominated on the building envelopes.

It is preferable for garages to be constructed under the main roof of the house. If garages are free standing and/or visible from the street, they should match the roof form and be constructed of the same materials as the house. The garage may be constructed to the side boundary, depending on the location of adjacent buildings and garages relative to the side boundaries and whether permitted by the Building Envelope. Deep excavations on the boundary will not be permitted - this would cause detriment to adjoining properties.

Secondary garages are discouraged. The design for an additional garage would need to be discussed with the DAP. Garages greater than double width have to be stepped back and well-articulated and are permitted only on lots greater than 16 metres. One crossover is permitted to each lot frontage.

When designing garages, consideration must be given to the screening of boats, caravans and trailers and for 'drive-through' access to the rear yard. The garage door is a major visual element of the streetscape and doors facing the street must be panelled and of a colour which complements the house. The inclusion of windows, recesses or projections in the garage door should be considered to present an interesting and integrated façade.



4.10 OVERSHADOWING

This item is covered within the building envelope plan and profile diagrams. Building Regulation 81, 82, & 83 is superseded by this Guideline.

4.11 PRIVACY AND OVERLOOKING

This item is covered within the building envelope plan and profile diagrams. Building Regulation 84 is superseded by this Guideline.

5. EXTERNAL CONSIDERATIONS

5.1 ACCESS AND DRIVEWAYS

Driveways are a major visual element at Rathdowne and should be constructed using materials that blend with or complement the dwelling textures and colours. Only one driveway will be permitted for each lot, unless there are special circumstances, if so these need to be discussed and confirmed with the DAP.

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

Driveways must be constructed of brick and/or concrete pavers, coloured concrete, saw-cut coloured concrete, or concrete with exposed aggregate. Plain concrete is not permitted.

New Haven Precinct – driveways must be constructed of concrete with exposed aggregate



Example of exposed aggregate concrete.

All driveways must be completed prior to the Occupancy Permit being issued.

5.2 FENCES

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

Fences may be stained with a clear finish but must not be painted with coloured stains or paint unless they are a corner lot side fence that fronts the street. Corner lot side fences fronting the street may be stained with a clear finish or painted the following colours:

- Colorbond Monument;
- Colorbond Ironstone; or
- Dulux Taihape – NZ10H3.

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

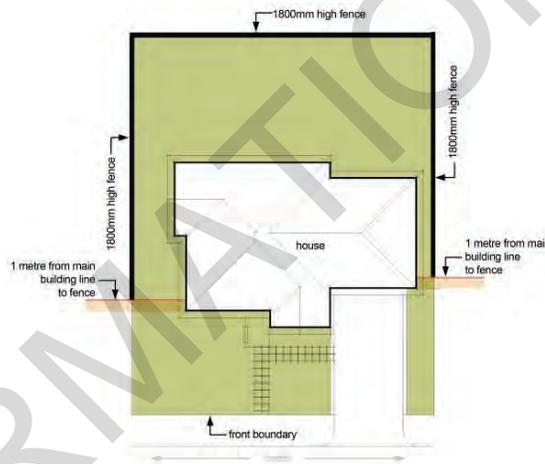
All side and rear fences are to be constructed of timber palings with exposed posts and capped across the top to a maximum height of 1.8 metres (excluding a screen required for overlooking purposes).

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

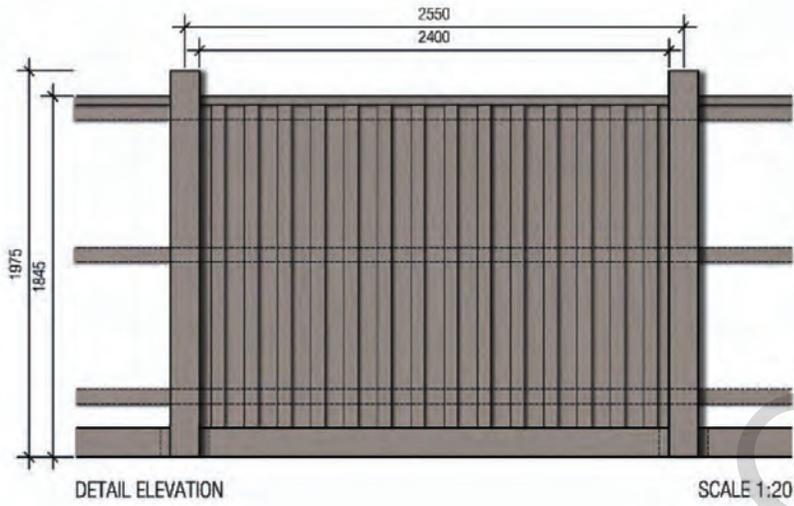
Lots facing a side street must comply with the building regulations regarding height and setbacks.

Lots sharing a fence with an electricity substation will be advised at DAP approval on the plans of the extent of fence required i.e. fences will likely extend beyond the front building line of the home in this instance only

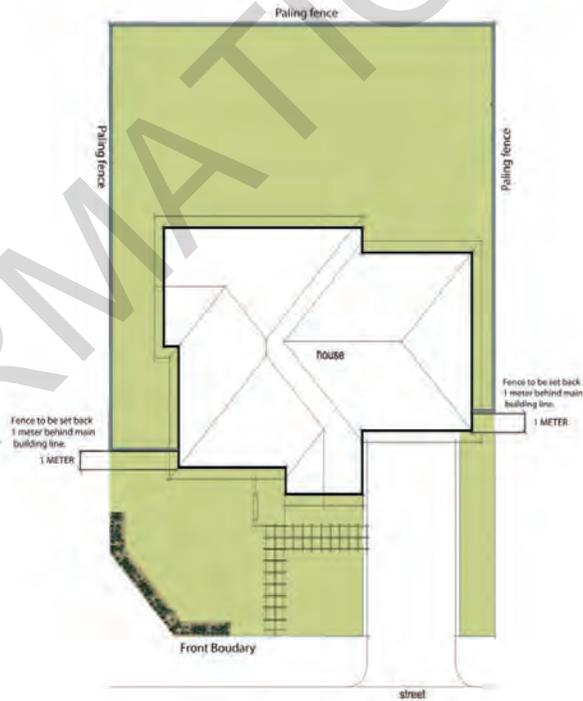
Fences permitted by the Guidelines are not deemed to overshadow the recreational private open space on the allotment.



Depiction of typical boundary fencing location



Elevations of typical paling fence



Depiction of corner lot fence



Side boundary fence elevation

5.3 WATER SAVING INITIATIVES

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

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

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

5.4 LETTERBOXES

Letterboxes should be designed to match the house using similar materials and colours and must be erected prior to occupancy permit.

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



Acceptable

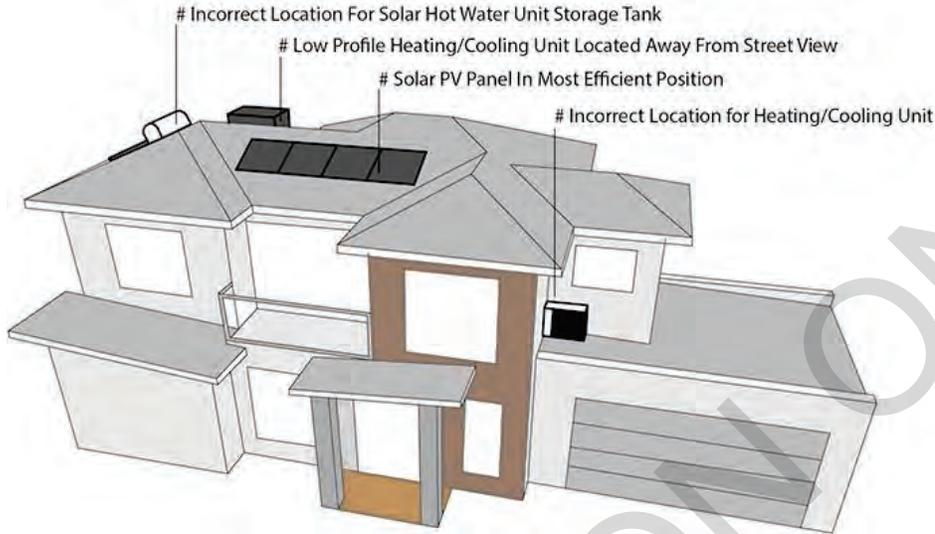


Not acceptable

5.5 GENERAL

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

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



Solar Water Heaters are permitted and, where possible, are to be located out of view from the street frontage. The solar panels shall be located on the roof, not on a separate frame.

Solar Panels – (photovoltaic) are encouraged and not restricted.

Air-Conditioning Units

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



LOW PROFILE & POSITIONED AT REAR ACCEPTABLE



STANDARD UNIT IN CLEAR VIEW OF STREET NOT ACCEPTABLE

Television Antennae are not permitted as television services are available through the Opticomm Fibre Network.

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

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

External lighting including spotlights, flood lights and any lights illuminating any outdoor area are to be approved by the DAP and the use of LED or solar lighting is encouraged.

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

Commercial Vehicles with a carrying capacity of 1 tonne or more or any boat, caravan or trailer shall not be permitted to be parked on a lot so that it is visible from any street.

Advertising Signage

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

- Only one advertising sign will be permitted to be erected on a lot that is being advertised for resale AND only after the developer has sold and settled ALL lots in the Rathdowne community.
- Display home signage will be permitted but only with the written approval of the DAP and the council.

Builders or tradespersons identification required during construction of the dwelling to a maximum size of 600mm x 600mm. Such signs must be removed within 10 days of the issue of the Occupancy Permit.

Sheds

Sheds should be restricted in size and must be in harmony with the other buildings. Permission for sheds under 9m² do not require DAP approval, sheds greater than 9m² require both DAP approval and a building permit. It is the responsibility of the Purchaser to ensure that the requirements relating to location, size and height for all outbuildings adhere to governing authority requirements. Sheds must not be greater than 3 metres in height.

All sheds are to be erected with a muted/earthy colour tones, colorbond material is acceptable.

Carports

No carports are permitted to the front of the dwelling.

Pools

Swimming Pools do not require the approval of the DAP.

Window Furnishings

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

5.6 LANDSCAPING AND TREE PROTECTION

General Guidelines

The garden design will require careful thought to ensure that the appropriate plants are selected for the particular lot conditions.

The objective is to achieve a cohesive blend of indigenous vegetation and other landscape elements, integrating street and parkland landscaping with private gardens so that the streetscape presents as a landscaped garden.

Landscape design and plant selection should minimise the need for garden watering. No tree or shrub with a mature height greater than 3 metres should be planted closer than 2 metres to the house. Purchasers should make their own enquiries with the Council and obtain a list of allowable vegetation.

Front Gardens

All landscaped areas to the front of the house must be established within three months of the issuing of the Occupancy Permit to ensure good presentation is achieved for the local community. The front garden should include a variety of plants, lawn, garden beds that incorporate ground covers, small to medium shrubs and at least one advanced feature tree in a 75 litre pot when purchased. Artificial Turf is not permitted.



Examples of acceptable landscaping treatments.

Embankments

Embankments should not exceed a slope of 1 in 5. Retaining walls are preferred to steep embankments and should be kept to a maximum height of 1 metre – a number of small terraces are preferred.



Not acceptable



Acceptable

5.7 CONSTRUCTION MANAGEMENT

During the construction period, the builder must install a temporary fence and ensure that rubbish and building waste is contained within the building site. Damage to nature strips caused during the construction period is solely the responsibility of the landowner and their builder.

5.8 BROADBAND NETWORK

Rathdowne is an OptiComm Fibre Connected Community. This means that all homes in Rathdowne will have access to the OptiComm high speed broadband network. Some benefits of high speed broadband are:

- Distribution of analogue and digital free to air television
- Ultra-high speed internet - even in high usage times and not affected by distance from an exchange
- Pay TV - choice of providers
- External aerials and satellite dishes are not required

What you need to do to prepare for High Speed Broadband:

Step 1. Conduit (Pipe) Installation

You must make sure your builder has installed a 32mm white telecommunications conduit from the front boundary of your lot to the meter box location on the side of your house. Your builder can install this conduit, or you can arrange for OptiComm, who undertake all Optic Fibre Network Connections, to install this conduit for you. Typical costs for up to 10 metres of trenching and conduit would be approx. \$500 (GST inclusive). The OptiComm Customer Connection Information Desk can be contacted on 1300 137 800. This conduit should be installed during construction of your home.

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

Structured Cabling of your home is optional, but highly recommended, as it will enable you to take advantage of all features the Rathdowne Optical Fibre Network has to offer. It is recommended that you arrange a quote to cable your new home from your builder or OptiComm's contractors early in your construction phase or at contract negotiation as the wiring should be done at the frame stage of construction. Structured Cabling is an additional cost to the conduit and customer connection.

Step 3. Connection to the Optical Fibre Network

When you have received your Certificate of Occupancy or are about two (2) weeks before you move in, call OptiComm's Customer Connection Information Desk on 1300 137 800 to arrange the connection to the Optical Fibre Network.

The typical customer connection cost is \$550.00 incl. GST and includes the following services:

- Installation of Optical Network Terminal and the Power Supply Unit (back-up battery not included)
- Access to Free to Air Digital and Analogue (if available) TV signals
- Access to Foxtel Pay TV signals (resident to arrange for Foxtel connection at their cost)

Step 4. Contact a Retail Internet and Telephone Service Provider

Finally, the last step involves contacting a Retail Service Provider to arrange the connection of your Retail Internet and Telephone Services (see details over page). You will be contracting the Retail Service Provider to provide the Internet and Telephone Services over the OptiComm Wholesale Network.

Hints when discussing your requirements:

- Tell them you are in an OptiComm Fibre Community
- Make sure you tell them you are at Rathdowne in Mickleham
- Make sure you give them your full address
- Tell them whether you have moved in yet
- Advise them whether you have had OptiComm install the Optic Fibre and Hardware in the enclosure near your meter box - this will affect the time it takes to connect services
- If speaking with Foxtel make sure you tell them you are in an OptiComm Fibre Estate and the "ONT" (Optical Network Terminal) is installed

For further information please refer to:

<http://www.opticomm.net.au/>

6. NOTES AND DEFINITIONS

6.1 NOTES ON RESTRICTIONS

- Ground level after engineering works associated with the subdivision is to be regarded as natural ground level.
- In the case of a conflict between the Building Envelope plan or Profile Diagrams and these written notations, the specifications in the written notations prevail.
- Buildings must not cover registered easements unless provided for by the easement.

6.2 GENERAL DEFINITIONS

If not defined above, the words below shall have the meaning attributed to them in the document identified:

In the *Building Act 1993*:

- Building
- Lot

In Part 5 of *Building Regulations 2018*:

- Clear to the sky
- Height
- Private open space
- Recreational private open space
- Raised open space
- Setback
- Site coverage
- Window
- Single dwelling
- North (true north)

In the *Victoria Planning Provisions*, 31 October 2002:

- Frontage (Clause 72)
- Dwelling (Clause 74)
- Habitable room (Clause 72)
- Storey (Clause 72)

6.3 ADDITIONAL DEFINITIONS

Edge Boundary

Edge Boundary means the boundary or part of a boundary of a lot on the Plan of Subdivision that abuts a lot, which is not shown on the Plan of Subdivision. An Edge Boundary lot is marked "E" on the Building Envelope plan.

Front street or Main Street frontage

Front Street means the street or road that forms the frontage to the lot concerned. Where there is more than one road which adjoins a lot or where it may be otherwise unclear, the Front Street may be identified by the letter "F" in the Building Envelope Plan or will be as agreed in writing by the DAP.

Side boundary

A boundary of a lot that runs between and connects the street frontage of the lot to the rear boundary of the lot.

Street

For the purposes of determining street setbacks, street means any road other than a lane, footway, alley or right of way.

Standard lot

A single lot that accommodates a freestanding house detached from adjoining houses and of an individual style.

7. BUILDING ENVELOPES

Refer attached Building Envelopes

Building regulation 74, 75, 76, 79, 80, 81, 83, 83, 84 & 85 are superseded by the Approved Building Envelopes.

To be read in conjunction with Building Envelope Profiles (refer Section 8) and Rathdowne Plan of Subdivision for each relevant stage.

8. BUILDING ENVELOPE PROFILES

Refer attached Building Envelope Profiles

To be read in conjunction with Building Envelopes (refer Section 7) and Rathdowne Plan of Subdivision for relevant stage.

APPENDIX A – PRECINCT PLAN

INFORMATION ONLY



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION NOTIFICATION OF MAKING RULES SECTION 27E(1) SUBDIVISION ACT 1988 (WHEN LODGED WITH PLAN)

Applicant(s):

CRAIGIEBURN ROAD PROJECTS PTY LTD (ACN/ARBN: 603586456)

LEVEL 1 6 RIVERSIDE QUAY SOUTHBANK VIC 3006

Plan Number:

PS803931Y

Owners Corporation Number:

1

Proposed rules of the Owners Corporation:

Appended

Execution:

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 CRAIGIEBURN ROAD PROJECTS PTY LTD



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Signer Name JANELLE MAREE BROWN
Signer Organisation ROBERTSON HYETTS
Signer Role AUSTRALIAN LEGAL PRACTITIONER
Execution Date 22 May 2019

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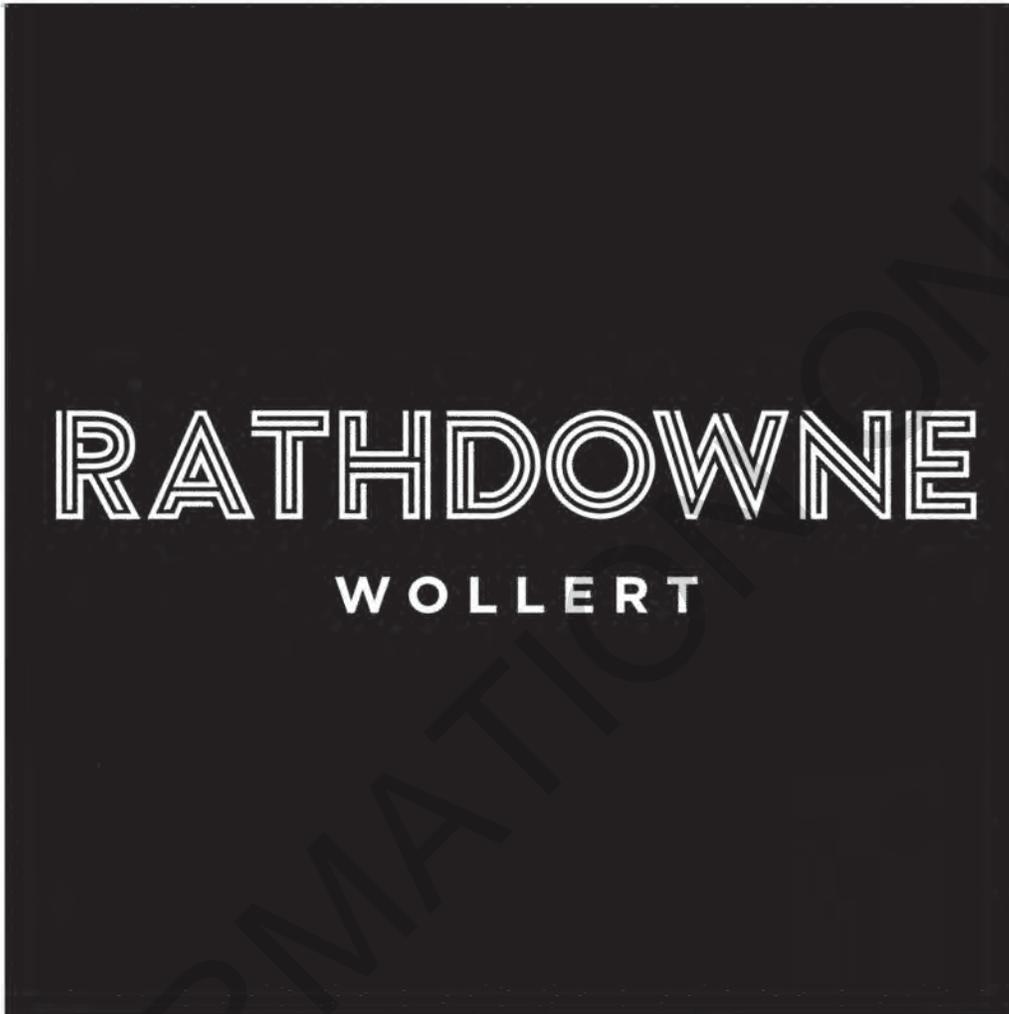
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OWNERS CORPORATION RULES

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1. INTERPRETATION

One of the Owners Corporation's principal charters is to ensure that all Members have the quiet enjoyment of Club Rathdowne within the Development. Rules in respect of Amenity Controls (Rule 5), particularly, are to be read in this context. Further, these Rules are to be interpreted having regard to the following objectives of the Developer:

- (a) Club Rathdowne
 - maintaining and enhancing Club Rathdowne and other amenities for the benefit of all Members;
- (b) Landscaping
 - maintaining and enhancing any landscaping for which the Owners Corporation is responsible;
- (c) Provision of Services
 - ensuring the Owners Corporation has the ability to provide services to its members which are consistent with the quality of the Development; and
- (d) Design Guidelines
 - ensuring compliance with the Design Guidelines;
- (e) Developer Supervision
 - empowering the Developer to act on behalf of all Members to achieve all of the above, until such time as the Owner ceases to be the owner of a Lot on the Plan of Subdivision and any Land in the Development.

2. DEFINITIONS

In these Rules unless the context otherwise requires the following definitions apply:

Builders' Site Refuse Guidelines means the guidelines for disposal of all building refuse on all Lots on the Plan of Subdivision (a copy of which is attached in Schedule 1) as amended from time to time by the Owners Corporation which are established for the purposes of achieving the expressly stated objectives of these Rules;

Club Rathdowne means any facilities erected by the Developer on Land that is leased to Club Rathdowne Limited and made available for the use of all Members;

Common Property means that part of the Land shown in the Plan of Subdivision as common property;

Date of Completion of the Development means the date of settlement of the sale of the last Lot or piece of land in the Development of which the Owner is owner;

Design Guidelines means the Rathdowne Design Guidelines (a copy of which can be obtained from the website at rathdowne.villawoodproperties.com.au/purchaser-info) as amended from time to time;

Developer means Craigieburn Road Projects Pty Ltd ACN 603 586 456 or its assignee;

Development means the development known as "Rathdowne" from time to time;

Land means the whole of the land described in the Plan of Subdivision;

Lot means any lot on the Plan of Subdivision;

Member means a member of the Owners Corporation who is the owner of any Lot on the Plan of Subdivision;

Occupier means the legal occupant from time to time of a Lot;

Owner means Craigieburn Road Projects Pty Ltd ACN 603 586 456 and includes its assigns, transferees or successors in title to the uncompleted portions of the Development and the mortgagees and chargees thereof;

Owners Corporation means the Owners Corporation created by the Plan of Subdivision or if more than one, the unlimited Owners Corporation created by the Plan of Subdivision;

Owners Corporation Manager means the person for the time being appointed by the Owners Corporation as the manager of the Owners Corporation;

Plan of Subdivision means Plan of Subdivision No. PS803931Y which is the subject of these Rules, including any subsequent stages of subdivision to be incorporated into this Plan of Subdivision;

Regulations means the *Owners Corporation Regulations 2007* as may be amended from time to time;

Residence means one permanent non-transportable private residence;

Settlement Date means the date of transfer of any Lot to a Member.

The obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges shall prevail over these rules in respect of the person or persons to whom they are given.

3. USE OF LOTS – OWNER

(a) Display Lot

While the Owner is the owner of any Lot it may:

- (i) use any Lot owned by it for display purposes including a sales office and car parking;
- (ii) allow prospective purchasers of any Lot to inspect the display Lot; and
- (iii) use any signs, advertising or display material in or about the display Lot and Common Property as it thinks fit.

(b) Signs

Any signs erected pursuant to rule (a) must be in keeping with the Development and must not at any time be more, in number or size, than is reasonably necessary.

(c) Development Rights

Notwithstanding any other rule, the Owner:

- (i) is entitled to progressively develop staged lots as set out in the Plan of Subdivision;

- (ii) is entitled to incorporate further land into the Plan of Subdivision, to become part of the Development;
- (iii) while owner of any Lot, need not comply with any rule:
 - (A) which is inconsistent with or limits his rights under this rule; or
 - (B) the application of which, in the Owner's opinion is inappropriate to the development of the Lot while that Lot remains undeveloped or during its development.

(d) Common Property

The Owner is permitted to use and develop the Common Property for the purpose of developing the Land.

4. DEVELOPMENT AND MAINTENANCE OF A LOT

Each Member of the Owners Corporation must do the following on each Lot of that Member:

- (a) Design Guidelines
 - Must comply with the Design Guidelines;
- (b) Builders' Site Refuse Guidelines
 - Must ensure that any builder of a Residence on that Member's Lot complies with the Builders' Site Refuse Guidelines;
- (c) Appearance of Residence
 - Must install permanent window furnishings within three months of the issue of an occupancy permit for the construction of the Residence and ensure the Residence is kept clean and maintained in good repair including (without limitation) all fences, walls, windows, gates, sidewalls, walkways and driveways within a Lot;
- (d) Driveway
 - Must construct a driveway leading from the Residence to the road prior to the occupation of the Residence by the Member;
- (e) Fencing
 - Must erect fencing around the Lot subject to the requirements of these Rules and the Design Guidelines within three months of the issue of an occupancy permit for the construction of the Residence;
- (f) Upkeep of Yard Areas
 - Must maintain and keep tidy the front, side and rear gardens, irrigation facilities, drainage facilities, swimming pools, spas, fountains and other surrounds of the Lot to the standard of a first class residential development as determined by the Owners Corporation;
- (g) Nature Strip
 - Must maintain and keep tidy any nature strip adjoining the Lot;

- (h) Rubbish disposal
 - (i) Must ensure that the disposal of rubbish or waste does not adversely affect the health, hygiene or comfort of the Occupiers or users of other Lots;
 - (ii) Must conceal all rubbish bins from public view except on the days and during the times designated for rubbish disposal;
- (i) Vermin

Must take all practicable steps to prevent infestation of the Lot by vermin or insects;
- (j) General Appearance of Property

Must keep the Lot free of rubbish;
- (k) Insurance

Must ensure that any improvements, constructed on the Lot are insured for full replacement value;
- (l) Rectification of Non-Compliances

Must rectify any non-compliance with the approved plans and specifications for the works in accordance with any notice in writing served on the Member by the Developer until the Date of Completion of the Development or thereafter by the Owners Corporation or its delegate;
- (m) Cease Construction on Demand

Must cease construction of works on a Lot if required by notice in writing served by the Developer until the Date of Completion of the Development or thereafter by the Owners Corporation or its delegate pending resolution of any dispute about a non-compliance with the approved plans and specifications for the Lot; and
- (n) Enforcement Costs

Must pay all costs incurred by the Developer or the Owners Corporation in respect of the enforcement of the Rules or the Design Guidelines in respect of the Member's Lot.

5. AMENITY CONTROLS

Each Member of the Owners Corporation must comply with the following controls:

- (a) Breach

Not breach any provisions of the Design Guidelines on a Lot or in the vicinity of a Lot;
- (b) Alterations

Not without the prior written consent of the Owners Corporation alter gas, water, drainage, septic, sewerage, electrical or any other utility connections and services to a Lot;

(c) Interference with Cabling

Not do any act or thing or allow any act or thing to be done to the Lot or the common property that may in any way damage or interfere with the use of cabling and ancillary equipment ("the electronic cabling") installed or to be installed by the Developer on the Land in order to provide telephone service, cable television, internet or other such telecommunications or electronic data or services. It is acknowledged that the electronic cabling (if any) remains the property of the Developer;

(d) Use of Lot

- (i) Not use or permit a Lot affected by the Owners Corporation or the Common Property to be used for any purpose which may be illegal or injurious to the reputation of the Land or the Development or which may cause a nuisance or hazard to other Member's or Occupier's of any Lot or the visitors of any Member or Occupier;
- (ii) Must give written notification to the Owners Corporation if the Member or Occupier changes the existing use of the Lot in a way that will affect the insurance premiums for the Owners Corporation.

(e) Garage

Not use the garage in a Lot for any purpose other than as a garage for vehicles and for general storage purposes;

(f) Restrictions on Carparking**(i) Commercial vehicles**

Not park or allow to be parked on a Lot or any road or any other land in the vicinity of a Lot any commercial vehicles (including but not limited to trucks, utilities, caravans, trailers, boats or any other mobile machinery) unless such commercial vehicles are housed or contained wholly within a carpark or garage on a Lot or parked in the driveway on a Lot and screened from public view;

(ii) All vehicles

Not park or allow any vehicle to be parked on the front lawn of a Lot or the nature strip adjoining a Lot;

(iii) Vehicles on Common Property

Not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (A) to be parked or left in parking spaces situated on Common Property and allocated for other Lots; or
- (B) on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a Lot; or
- (C) in any place other than a parking area situated on Common Property specified for that purpose by the Owners Corporation.

(g) Vehicle Repairs

Not carry out or cause to be carried out on a Lot or on any road or any other land in the vicinity of a Lot any dismantling, assembling, repairs or restorations of vehicles unless carried out at the rear of a Residence on a Lot in a location which is screened from public view;

(h) Signs

Not erect or display any sign, hoarding or advertising of any description whatsoever on a Lot (including a "For Sale" sign) unless the following applies:

- (i) the Lot is being advertised for re-sale and in such a case only one advertising sign will be permitted;
- (ii) the signage is for a display home and the consent in writing of the Design Assessment Panel has been obtained;
- (iii) the signage is for builders or tradespersons identification during construction of the Residence provided:
 - (A) the signage has a maximum size of 600mm x 600mm; and
 - (B) the signage is removed within 10 days of the issue of the occupancy permit.

(i) Fencing

- (i) Not construct any fence that does not comply with the Design Guidelines;
- (ii) Not alter or remove any fence without the approval of the Owners Corporation;
- (iii) Not allow any fence to fall into a state of disrepair;
- (iv) Not claim any cost of maintenance of or repairs to the fence from the Owner if the Owner is the owner of an adjoining Lot; nor
- (v) Not repair or renew the fence with any materials which are not of the same nature, quality and standard as those originally used for the construction thereof;

(j) Insurance Premiums

Not do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation, without the prior written consent of the Owners Corporation;

(k) No Damage to Common Property

Not mark, paint or otherwise damage or deface any structure that forms part of the Common Property;

(l) No Interference with Common Property

Not use the Common Property or permit the Common Property to be used in such a way as to unreasonably interfere with or prevent it being used by other Member's or Occupiers of Lots or their visitors;

(m) Articles on Common Property

Not without the prior written consent of the Owners Corporation, remove any article from the Common Property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged;

(n) Storage on Common Property

Not store any materials or goods on the Common Property except with the prior written consent of the Owners Corporation and in accordance with the terms and conditions contained in that consent;

(o) Cause a danger

Not keep the Lot in a manner which is dangerous or likely to cause danger to life or property;

(p) Noise

Not by himself or herself or by allowing any other person in a Lot or on Common Property to:

- (i) carry on a noxious or offensive activity; or
- (ii) make or allow noise in a Lot or on Common Property that will interfere with the enjoyment of a Lot or the Common Property by others;

(q) Behaviour

Not be on Common Property, or on any part of a Lot so as to be visible from another Lot or Common Property unless clothed and must not use language or behave in a manner likely to cause offence or embarrassment to another Member or to any person lawfully using the Common Property.

(r) Pets and Animals

(i) Not allow animals, except common household pets, in a Lot or the Common Property and the behaviour of pets in a Lot or the Common Property must be controlled so that it:

- (A) does not interfere with the enjoyment of a Lot or the Common Property by others;
- (B) minimises the adverse impact of such pets on fauna in a Lot and in Common Property;

(ii) Rule (i) applies subject to any law;

(iii) Dogs are not allowed on the Common Property except if on a leash or carried;

(iv) Cats must be kept indoors during the hours of darkness and must at all times wear a collar and bell;

(v) All animals must wear an identification tag clearly showing the Member's address and telephone number;

(vi) Any excrement deposited by a pet on the Common Property must be removed promptly by the owner of the pet;

(vii) Any Member who keeps and maintains a pet will be liable for any and all action by the pet whether or not the Member had knowledge, notice or forewarning of the likelihood of such action;

(viii) If any animal causes a nuisance the Owners Corporation may give notice that the animal is causing a nuisance. If the owner does not take steps to prevent further nuisance from occurring the Owners Corporation may give notice to remove the animal from the Lot or Common Property (or both). The Member must remove the animal from the Lot or the Common Property immediately upon receipt of the notice from the Owners Corporation;

(s) Compliance

Ensure that the Occupier of a Member's Lot complies with the controls referred to in this clause 5.

6. OWNERS CORPORATION - PROVISION OF SERVICES AND LEVIES

Each Member of the Owners Corporation agrees that:

(a) Services

The Owners Corporation may provide the following services:

(i) procuring the use of the facilities known as Club Rathdowne for the benefit of all Members;

(ii) the operation of a security surveillance service;

(iii) if required by the relevant authorities (or agreed to by the Owners Corporation with the relevant authorities), the maintenance, repair and improvement of specified landscaped areas or parks at the cost of the Owners Corporation;

(iv) the repair and maintenance of such landscaping within the Plan of Subdivision as the Owners Corporation is responsible for or as agreed to by the Owners Corporation with relevant authorities or the Developer;

(v) the repair, maintenance and improvement of any entrance feature constructed or to be constructed at any of the entrances to the Development; and

(vi) any other service or facility provided by the Owners Corporation for the benefit of Members which is consistent with the stated objectives of these Rules;

(b) Cost

The provision of such services by the Owners Corporation will be paid for by all Members.

(c) Lease or Licence

Until the date of completion of the Development the Owner may cause the Owners Corporation to or the Owners Corporation itself may grant a lease or licence over the Common Property or part of it to an individual or corporation as it sees fit including without limitation a lease or licence enabling the

individual or corporation to become responsible for the community facilities at Rathdowne.

(d) Owners Corporation may Rectify

In the event that a Member fails to comply with the Builders' Site Refuse Guidelines or any notice served upon the Member by the Owners Corporation in accordance with these Rules, the Members agree that:

- (i) the Owners Corporation or its authorised agent is entitled to enter upon the Lot and clean up the Lot in accordance with the Builders Site Refuse Guidelines; and
- (ii) the Owners Corporation is entitled to recover the entire cost of the cleaning up of the Lot from the Member who owns the Lot on the basis that the cost is a Owners Corporation charge for which the Member solely benefits and is solely responsible for the payment of; and

7. RECREATIONAL FACILITIES RULES

(a) Additional Rules

The Owners Corporation may make additional rules relating to the use of Club Rathdowne on the condition that those rules are consistent with these Rules.

(b) Breach

A breach of any rules made by the Owners Corporation pursuant to Rule (a) will be deemed to be a breach of these Rules.

B. NON-COMPLIANCE

(a) Recovery of Costs

If a Member has not complied with these Rules within 14 days generally, or within 7 days for breaches of Builders' Site Refuse Guidelines only, after service of a notice by the Owners Corporation specifying any non-compliance, the Member agrees that:

- (i) the Member must allow the Owners Corporation, its employees, contractors, or agents to enter the Lot and rectify the non-compliance;
- (ii) the Member must pay to the Owners Corporation any charges levied against the Member in respect of the costs incurred by the Owners Corporation relating to the non-compliance including without limitation administrative costs, legal costs and the costs of any works performed to rectify the non-compliance which (until paid) are and shall be a charge on the Lot;
- (iii) the Member must accept a certificate signed by the Secretary of the Owners Corporation or Owners Corporation Manager as prima facie proof of the costs and expenses incurred by the Owners Corporation relating to the Member's non-compliance with these Rules;
- (iv) the Member must pay interest at the rate of 2% below the rate prescribed under the *Penalty Interests Rates Act* 1983 on outstanding fees and charges set under Regulation 202(1)(a) or (b) until they are paid;

- (v) any payments made for the purposes of these Rules shall be appropriated first in payment of any interest and any unpaid costs and expenses of the Owners Corporation and then be applied in repayment of the principal sum; and
- (vi) any costs incurred by the Owners Corporation relating to the non-compliance of the Member are costs incurred in the performance of a service to that Member.

(b) Enforcement

If a Member has not complied with these Rules within 14 days after service of a notice from the Owners Corporation pursuant to the preceding clause, or within 7 days for breaches of Builders Site Refuse Guidelines, the Owners Corporation may take action in a Court of competent jurisdiction to compel the Member to comply with these Rules.

(c) Recovery of Expenditure

Where the Owners Corporation expends money to make good the damage caused by a breach of the Act or of these rules by an Owner or Occupier of a Lot or the tenants, guests, servants, employees, agents or children, invitees or licensees of such Owner or Occupier or any of them, the Owners Corporation will be entitled to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the Owner of the Lot at the time when the breach occurred.

9. GST

(a) Definition

For the purposes of this rule:

- (i) GST means a goods and services tax, consumption tax, value added tax, retail turnover tax or a tax of a similar nature;
- (ii) Primary Payment means any payment or consideration given by a Member or Occupier to the Owners Corporation for any levy or other money or consideration payable or to be given by a Member or Occupier to the Owners Corporation in connection with any supply of any goods and services.

(b) Payment

If the Owners Corporation is liable by law for any GST on any Primary Payment, the Owner must pay to the Owners Corporation the amount of the GST in addition to the Primary Payment at the same time and in the same manner as the Owner is required to pay the Primary Payment in respect of which the GST relates.

10. DISPUTE RESOLUTION

- (a) The grievance procedure set out in this rule applies to disputes involving a Member, Owners Corporation Manager, or an Occupier or the Owners Corporation.
- (b) The party making the complaint must prepare a written statement in the approved form.

- (c) If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- (d) If there is no grievance committee, the Owners Corporation must be notified of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.
- (e) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (f) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (g) If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the *Owners Corporations Act 2006*.

11. ADDITIONAL RULES

From 1 January 2025 the rules contained in Schedule 2 shall commence operation.

SCHEDULE 1**BUILDERS' SITE REFUSE GUIDELINES**

1. All Members have an obligation to keep the entire Development tidy.
2. The litter refuse system used by a Member must adhere to good practice for the recycling of refuse materials and be coordinated with the refuse disposal arrangements adopted from time to time by the local municipal council.
3. Each Member during the construction phase of a Residence on a Lot must inform the builder of the contents of these Builders' Site Refuse Guidelines.
4. All building materials and fittings must be stored within the property boundaries of a Lot at all material times. No building materials are permitted to be stored on the nature strip of a Lot.
5. Builders must ensure that fencing is provided around the entire perimeter of the Lot from the commencement, and for the duration of, building works. The fence shall:
 - (a) be at a height of not less than 1.5m;
 - (b) be capable of preventing litter from being transported from a building site by wind; and
 - (c) have not more than one access opening fitted with gates, which is located to correspond with the vehicle crossing referable to the Lot.
6. Builders must provide a lockable 2 metre square bin on the Lot for the storage of all site refuse generated by the Lot and keep all of the site refuse within the bin.
7. A Member and its builder must comply with any litter notice issued by or on behalf of the Owners Corporation specifying breaches of the Builders' Site Refuse Guidelines and rectify the specified breaches. If a Member fails to do so the Member and the Member's builder will be exposed to prosecution by the local municipal council under the *Litter Control Act*.
8. A Member or its builder must as soon as is reasonably practicable repair all damage that has been caused by the Member or its builder or any other person engaged on behalf of the Member to any part of Rathdowne including but not limited to damage to landscaping, trees, nature strips, fencing, bollards, curbing, footpaths, roadways and all other improvements or infrastructure forming part of Rathdowne.

SCHEDULE 2**DESIGN ASSESSMENT PANEL****12. DEFINITIONS**

In these additional Rules unless the context otherwise requires the following definitions apply:

Applicant means a Member who makes an Application;

Application means an application made for the Design Assessment Panel to Approve the development of a Lot;

Approve or **Approval** means an approval in writing given by the Design Assessment Panel in respect of an Application which may or may not contain conditions;

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

13. DESIGN ASSESSMENT PANEL**(a) Establishment**

The Owner has established the Design Assessment Panel to administer the Design Guidelines.

(b) Owners Corporation Role

From the Date of Completion of the Development the Owners Corporation must ensure that:

- (i) the Design Assessment Panel is constituted from time to time in accordance with this rule 13;
- (ii) meetings of the Design Assessment Panel are convened as required in order for the Design Assessment Panel to fulfil its functions as set out in these rules.
- (iii) act as secretary of the Design Assessment Panel in receiving, reviewing and distributing all correspondence addressed or directed to the Design Assessment Panel.
- (iv) receive and account for all monies payable in relation to Approvals and the functions of the Design Assessment Panel.

(c) Membership of the Design Assessment Panel

The Design Assessment Panel is to have three members appointed from time to time by the Owners Corporation for a term stipulated by the Owners Corporation at the time the appointment or appointments are made.

(d) Termination of Appointment

- (i) A person appointed to be a member of the Design Assessment Panel vacates office:
 - (A) upon receipt by the Owners Corporation of notice in writing from that member of the resignation of that member;
 - (B) if that member dies or becomes mentally ill; or

- (C) if the Owners Corporation determines that the appointment of that member is terminated.
- (ii) The Owners Corporation will determine that the appointment of a member is terminated if that member is without prior leave granted by the Design Assessment Panel absent from two consecutive meetings of the Design Assessment Panel of which due notice has been given to that member.

14. MEETINGS OF THE DESIGN ASSESSMENT PANEL

(a) Meeting

The Design Assessment Panel constituted in accordance with rule 13 is to meet at a time and in a way determined by the Design Assessment Panel and at whatever times are necessary to perform its duties, or as directed by the Owners Corporation.

(b) Quorum

Fifty (50) percent of Design Assessment Panel Members are to constitute a quorum.

(c) Chair

The Chairman will be appointed by the members of the Design Assessment Panel. If the Chairman of the Design Assessment Panel is absent from a meeting, the people who are present at the meeting are to elect from their number a person to chair the meeting.

(d) Voting

Every question to be decided by the Design Assessment Panel is to be decided by a majority on a show of hands by members present at the meeting. In the case of an equality of votes the Chairman of the meeting is to be entitled to a second or casting vote.

(e) Investigate

The Design Assessment Panel may from time to time, by resolution in writing, designate one or more of its members to investigate or perform any duties for and on behalf of the Design Assessment Panel and report the findings of that member to the Design Assessment Panel. Recommendations are to be made by the Design Assessment Panel. The vote of a majority of the members of the Design Assessment Panel is to constitute an act of the Design Assessment Panel.

15. POWERS AND FUNCTIONS OF THE DESIGN ASSESSMENT PANEL

(a) Application

- (i) The Design Assessment Panel is to assess all Applications for Approval having regard to the Design Guidelines.
- (ii) After assessing an Application, the Design Assessment Panel must either Approve, Refuse, or reserve its decision pending the provision of any further information that is requested in writing by the Design Assessment Panel to the Applicant.

- (iii) In the case of Approval, the Design Assessment Panel may impose conditions that require:
 - (A) changes to be made to the plans and specifications;
 - (B) the proposed development to be undertaken within the reasonable time frame specified in the condition;
 - (C) the Member to give to the Design Assessment Panel a written undertaking:
 - I not to cause unreasonable inconvenience to other residents; and
 - II to repair without delay any damage caused by the development; and
- (iv) the Member to deposit with the Owners Corporation a bond to be held by the Owners Corporation on account of any damage which may be caused in the course of the development. The Design Assessment Panel may in its absolute discretion determine the reasonable amount of the bond. If no damage is caused then the Owners Corporation will, on certification from the Design Assessment Panel of satisfactory completion of the development, release the bond to the Member. If damage is caused then the Owners Corporation and the Design Assessment Panel may, without prejudice to its rights against the Member, use the bond to repair the damage caused.

(b) Services of Consultants

The Design Assessment Panel may, at its discretion, retain the services of architects, engineers, landscape architects, town planners, urban designers, solicitors and other consultants to advise and assist it to perform its duties and functions.

16. WORKS CARRIED OUT BY THE MEMBER

(a) Development

- (i) No Member may develop a Lot without Approval.
- (ii) Development must be in accordance with the Approval.
- (iii) Once a Member has commenced development, it must not alter the development without Approval.

(b) Application for Approval

All applications and correspondence to the Design Assessment Panel must be directed to the Secretary of the Owners Corporation and be in the form required by the Design Guidelines.

(c) Consultant's Costs

- (i) The Design Assessment Panel may:
 - (A) determine that the Member is to pay the whole or part of the cost to the Design Assessment Panel of any consultant retained by the Design Assessment Panel to advise and assist

the Design Assessment Panel to consider the Application ("Consultant's Costs"); and

- (B) require the Member to pay to the Owners Corporation a sum of money sufficient, in the estimation of the Design Assessment Panel to meet the liability of the Consultant's Costs.
- (ii) The Design Assessment Panel is not obliged to consider the Application until payment by the Member to the Owners Corporation of all sums of money determined as payable under these rules.
- (d) Fees

The Design Assessment Panel may from time to time determine a fee or fees to be paid by a person making an Application. The Design Assessment Panel may determine different fees for different Applications depending on their nature and complexity.
- (e) Certification
 - (i) A Member must prior to occupation and after the final building occupancy permit is issued, apply to the Owners Corporation for a certificate that in the opinion of the Owners Corporation all development on the Member's Lot is complete in accordance with the Approval. The Owners Corporation is to refer such application to the Design Assessment Panel for assessment in the manner set out in rule (a) so far as it may apply to such an application.
 - (ii) A Member must not take occupation of a Lot after development until after the Owners Corporation has issued a certificate in accordance with rule (i). Failure to comply with this rule will entitle the Design Assessment Panel to require that the bond be forfeited to the Owners Corporation.

17. PROCEEDING WITH WORKS

(a) Carry Out Works

Upon receipt of Approval from the Design Assessment Panel the Member is, as soon as practicable, to satisfy all conditions of that Approval and diligently proceed with the development of a Lot in accordance with the requirements of all authorities having jurisdiction over the development. Commencement is to occur in all cases within six (6) months from the date of Approval and completion within twelve (12) months from the date of Approval.

(b) Failure to Comply

If the Member fails to comply with this rule, any Approval given is to be deemed revoked unless the Design Assessment Panel, upon written request by the Member made prior to the expiration of the six (6) month period, extends the time for commencement of the development of the Lot.

(c) Development of Lot to be Completed in Accordance with Application

The Member is to complete the development of the Lot in accordance with the construction schedule set out in the Approval and in any event is to complete the works within one (1) month after the finish date specified in the Approval

except and for so long as such completion is rendered impossible due to strikes, fires, national emergencies, natural calamities or other supervening forces beyond the control of the Member or would result in great hardship to the Member.

(d) Owners Corporation May Proceed

If the Owner fails to comply with this rule, the Owners Corporation is to proceed in accordance with the provisions of rule 18 as though the failure to complete the improvements were a noncompliance.

18. INSPECTION AND CORRECTION OF WORKS

(a) Inspection

Inspection of Lots after development and correction of defects is to proceed as follows:

- (i) upon the completion of any development on a Lot requiring Approval under these rules, the Member must as soon as possible give notice of completion to the Design Assessment Panel;
- (ii) within thirty (30) days of receipt of a notice of completion from the Member, the Design Assessment Panel must inspect the development and decide whether the development of the Lot is complete in accordance with the Approval.
- (iii) If the Design Assessment Panel decides that the works are not in accordance with the Approval it is to notify the Member in writing of that non compliance within that thirty (30) day period. The notice is to specify the particulars of non-compliance, and it is to require the Owner to remedy them.
- (iv) Notwithstanding the above the Design Assessment Panel may inspect the development on any Lot and decide whether the development of the Lot is in accordance with the Design Guidelines and if it decides that the works are not in accordance with the Design Guidelines issue a notice under rule (iii).

(b) Non-Compliance

The Member must remedy all non-compliance notified to it by the Design Assessment Panel within thirty (30) days of receipt of the notice referred to in rule (a) or such longer period as the Design Assessment Panel may specify in the notice.

(c) Remedy Non-Compliance

If the Member does not comply with the notice as provided in rule (b) the Design Assessment Panel may at the expense of the Member do whatever is necessary to remedy the non-compliance including the issuing of proceedings in the relevant jurisdiction seeking an order that the non-compliance be rectified or such other orders as may be deemed appropriate.

19. NON LIABILITY OF MEMBERS

(a) Owners Corporation Not Responsible

No approval of plans and specifications by the Design Assessment Panel is to be interpreted as representing or implying that those plans and specifications will, if followed, result in properly designed improvements. Such approvals and guidelines are not to be interpreted as representing or guaranteeing that any improvement carried out in accordance with them will be built in a good and workmanlike manner. Neither the Owners Corporation nor the Design Assessment Panel is to be responsible or liable for any defects in any plans and specifications submitted, revised, amended or approved or for any defects in construction undertaken according to such plans and specifications.

(b) Not Responsible for Loss

Neither the Design Assessment Panel nor any member of the Owners Corporation nor their duly authorised representative, is to be liable to any Member or any other person for any loss, damage, or injury arising out of or in any way connected with the performance of the Design Assessment Panel's duties under these rules, unless due to the wilful misconduct or bad faith of the Design Assessment Panel.

20. VARIANCE OF WORKS

The Owners Corporation may authorise in writing non-compliance with any of the provisions of these rules including (without limitation) restrictions upon height, size, colour, materials and location of works if circumstances such as topography, natural obstructions, aesthetic or environmental considerations dictate, except so far as prohibited by law. The granting of such an authority is not to operate to authorise non-compliance with these rules for any purpose except as to the particular Lot and the particular rule exempted by the authority, and only to the extent specified in the authority.

21. MONITORING COMPLIANCE

(a) Inspection

The Design Assessment Panel or its agent is periodically to survey all Lots for compliance with these rules and any Approval given.

(b) Notify Owners Corporation

The Design Assessment Panel is to inspect Lots undergoing development at completion and is to notify the Owners Corporation in writing of breaches, if any, and when satisfied that the conditions set out in the Approval have been met recommend to the Owners Corporation that it issue a certificate in accordance with rule 16(e).

(c) Reporting

A person who considers that there has been a breach of an Approval or these rules may report the alleged breach to the Design Assessment Panel in writing.

(d) Investigations

(i) The Design Assessment Panel is to appoint one of its members, or a Consultant appointed under rule 15(b), to investigate any alleged breach which comes to its attention.

(ii) If that member or Consultant forms the opinion that there has been no breach the complainant is to be informed in writing.

(iii) If that member or Consultant forms the opinion that there has been a breach, the Owners Corporation may take whatever steps or action it determines as appropriate in order that any breach of these rules is remedied.

(e) Confidentiality

The Design Assessment Panel and the Owners Corporation is to keep the name of the person responsible for the alleged breaches confidential until the breach or breaches have been established. In all cases the Owners Corporation and the Design Assessment Panel are to keep confidential the name of the complainant, except as required by law.

22. OWNER'S EXEMPTION

Notwithstanding any provision in these rules the Owner may construct buildings or other structures in such style shape and size as the Owner in its sole discretion deems suitable.

INFORMATION ONLY

Model rules for an owners corporation

1. Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

- (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes;
- or
- (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

2. Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub committee without reference to the owners corporation.

3. Management and administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and other nuisance control

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- (8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

INFORMATION ONLY

Harcourts Rata & Co
337-339 Settlement Road,
Thomastown, VIC 3074

P: 03 9465 7766
E: info@rataandco.com.au
ABN: 70162949588



Residential Rental Agreement

for

5 Kafue Road, Wollert VIC 3750

This agreement is between **Maha Arabi**
and **Muhammad Talha Ashraf, Ifrah Abdullah.**

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Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

Part A - General

This agreement is between the residential rental provider (rental provider) and the renter listed on this form.

1. Date of agreement

This is the date the agreement is signed

Tue 16/09/2025

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. Premises let by the rental provider

Address of premises

5 Kafue Road, Wollert VIC

Postcode 3750

3. Rental provider details

Full name or company name of rental provider

Maha Arabi

Address (if no agent is acting for the rental provider)

Postcode

Phone number

ACN (if applicable)

Email address

Rental provider's agent details (if applicable)

Full name

Harcourts Rata & Co

Address

337-339 Settlement Road, Thomastown, VIC

Postcode 3074

Phone number

03 9465 7766

ACN (if applicable)

Email address

adriana.lagaris@rataandco.com.au

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4. Renter details

Each renter that is a party to the agreement must provide their details here.

Full name of **renter 1**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 2**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 3**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 4**

Current Address: **Postcode**

Phone number:

Email:

5. Length of the agreement

Fixed term agreement

Start date

(this is the date the agreement starts and you may move in)

End date

Periodic agreement (monthly)

Start date

Note: If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g. month by month) residential rental agreement will be formed.

6. Rent

Rent amount(\$)
(payable in advance)

2955.00

To be paid per

week

fortnight

calendar month

Day rent is to be paid (e.g. each
Thursday or the 11th of each
month)

19th day of each month

Date first rent payment due

Fri 19/09/2025

7. Bond

The renter has been asked to pay the bond specified below.

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.

If the renter does not receive a receipt within 15 business days from when they paid the bond, they may — email rtba@justice.vic.gov.au, or call the RTBA on 1300 13 71 64

Rental bond amount(\$)

2955

Date bond payment due

Fri 19/09/2025

Part B – Standard terms

8. Rental provider's preferred method of rent payment

Note: The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

Note: The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick permitted methods of rent payment)

direct debit bank deposit cash cheque money order BPay

other electronic form of payment, including Centrepay

Payment details (if applicable)

Biller Code 4481
BPAY REF: 55970214

9. Service of notices and other documents by electronic methods

Electronic service of documents must be in accordance with the requirements of the ***Electronic Transactions (Victoria) Act 2000***.

Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.

The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.

The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

Yes

Adriana Lagaris: adriana.lagaris@rataandco.com.au

No

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(Renter to tick as appropriate)

Renter 1 Yes

Muhammad Talha Ashraf: xxxxx@xxxxx.com

No

Renter 2 Yes

Ifrah Abdullah: xxxxx@xxxxx.com

No

Renter 3 Yes

No

Renter 4 Yes

No

10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

Details of person the renter should contact for an urgent repair
(rental provider to insert details)

Emergency contact name

Alex Doucas

Emergency phone number

03 9465 7766

Emergency email address

maintenance@maintenanceplus.com.au

11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless —

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12. Owners corporation

Do owners corporation rules apply to the premises?

If yes, the rental provider must attach a copy of the rules to this agreement.

(Rental provider to tick as appropriate)

No

Yes

13. Condition report

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(rental provider to tick as appropriate)

The condition report has been provided

The condition report will be provided to the renter on or before the date the agreement starts

14 Electrical safety activities

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - (b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.
-

15 Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.
-

16 Smoke alarm safety activities

- (a) The rental provider must ensure that:
 - i. any smoke alarm is correctly installed and in working condition; and
 - ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months, and
 - iii. the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the occupation date, must provide the renter with the following information in writing:
 - i. information about how each smoke alarm in the rented premises operates;
 - ii. information about how to test each smoke alarm in the rented premises;
 - iii. information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

17 Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.

- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
 - (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
 - (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.
-

18 Relocatable pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

19 Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

Part D – Rights and obligations

This is a summary of selected rights and obligations of **renters** and **rental providers** under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit consumer.vic.gov.au/renting.

INFORMATION ONLY

20. Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

21. Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in **Part C** of the agreement.

The renter:

- The renter must follow all safety-related activities set out in **Part C** of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

22. Modifications

The renter:

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website consumer.vic.gov.au/renting.

23. Locks

- The rental provider must ensure the premises has:
 - locks to secure all windows capable of having a lock, and
 - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
 - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—
 - is operated by a key from the outside; and
 - may be unlocked from the inside with or without a key
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
 - a family violence intervention order; or
 - a family violence safety notice; or
 - a recognised non-local DVO; or
 - personal safety intervention order.

24. Repairs

- Only a suitably qualified person may do repairs—both urgent and non-urgent

25. Urgent repairs

Section 3(1) of the Act defines **urgent repairs**. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if—

- (a) the renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26. Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of —
 - damage to the premises; and
 - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

27. Assignment or sub-letting

The renter:

- The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

28. Rent

- The rental provider must give the renter at least 60 days written notice of a proposed rent increase
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, then renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. Access and entry

- The rental provider may enter the premises—
 - at any time, if the renter has agreed within the last 7 days; and
 - to do an inspection, but not more than once every 6 months; and
 - to comply with the rental provider's duties under the Act; and
 - to show the premises or conduct an open inspection to sell, rent or value the premises; and
 - to take images or video for advertising a property that is for sale or rent; and
 - if they believe the renter has failed to follow their duties under the Act; and
 - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

30. Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

31. Additional terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit <https://www.consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms>.

32. Damage to the Premises

The Renter must ensure that care is taken to avoid damaging the rented Premises.

The renter must take reasonable care to avoid damaging any common areas.

The Renter who becomes aware of damage to the rented Premises must give notice to the Rental provider of any damage to the Premises as soon as practicable.

33. Cleanliness of the Premises

33.1 The Renter must keep the Premises in a reasonably clean condition during the period of the Agreement.

34. Agent is First Point of Contact

34.1 The Renter acknowledges that it is not permitted to contact the Rental provider directly unless expressly authorised in writing. For the avoidance of doubt, the Renter acknowledges that where the Rental provider's consent is required to be obtained under this Agreement, the Renter is to direct such request for the Rental provider's consent to the Agent in writing. The Renter is to direct all queries or complaints to the Agent directly.

35. Water Consumption & Utilities

35.1 The Renter is responsible for all water usage charges where the property is separately metered. It is the Renter's obligation to establish the water usage account with the relevant body prior to taking occupation of the premises.

35.2 If a service is disconnected or damaged:

- a. due to the fault of the Rental provider, Agent or Rental provider's contractor, the Rental provider or Agent will have the service re-connected or repaired; or
- b. due to the fault of the Renter, or a person the Renter has on the Premises, the Renter must have the service re-connected or repaired at its cost.

35.3 If the Renter disconnects a service or changes the supplier of it, the Renter must pay the cost of having the service disconnected, another service connected or both. If the Premises is separately metered for utility services, the Renter must pay all charges in respect of the re-connection and consumption of water, gas, electricity and telephone.

35.4 The connection of an existing and/or new phone line, internet connection and/or connection of any cable television, antenna or dish or adding additional power outlets, phone sockets or antenna points will require the Rental provider's prior approval and will be at the Renter's cost.

36. Condition Report

36.1 If the Renter has not physically viewed the Premises, the Renter acknowledges that it has had a representative view the Premises on their behalf and agrees to accept the Premises as is.

36.2 The Renter acknowledges that before it took occupation of the Premises, it received from the Rental provider or Agent:

- a. An electronic copy of the condition report signed by the Rental provider or Agent.
- b. a written guide authorised and published by the Victorian Government entitled 'Renting a home: A guide for renters'; and
- c. a copy of this tenancy Agreement.

36.3 the Renter acknowledges that the condition report must be signed and returned to the Agent within 5 business days after taking possession of the Premises. If the condition report is not returned, the copy held by the Agent will be accepted as conclusive evidence of the state of repair or general condition of the Premises, as at the commencement of this Lease.

36.4 If the Renter is entering into a renewed Lease agreement, the original condition report will remain as true and correct.

37. Rental provider's Insurance and Renter's Contents Insurance

37.1 The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium and the Renter shall pay the Rental provider all increased premiums and all other expenses incurred as a consequence of any breach of this term.

37.2 The Renter agrees to pay the Rental provider any excess amount or additional premium charged by the Rental provider's insurance company (to the extent the Rental provider elects to have this insurance in place and use it for the Renter's responsible damage), as a result of any damage caused by the Renter, or by anyone on the Premises with the consent of the Renter.

37.3 The Rental provider's insurance policy covers only the building plus any fixtures and fittings at their option and not the Renter's contents. The Rental provider accepts no responsibility for stolen, misplaced or damaged personal belonging kept inside or outside the rented Premises whatsoever, including but not limited to items stored in vehicles in common car parking areas or storage cages. It is strongly recommended that the Renter obtains adequate insurance coverage for its possessions.

38. Reporting Defects

38.1 If the Renter becomes aware of a defect at the Premises that may injure someone or cause damage or which may otherwise give rise to a liability, it must notify the Agent as soon as possible and within 24 hours of becoming aware of such defect.

38.2 If the Renter becomes aware of any blockage of the drainage, septic or sewerage it must notify the Agent within 24 hours. If the Renter or anyone it allowed onto the Premises, caused a blockage or defect, the Renter will be responsible to pay to the Rental provider the reasonable expenses incurred in having the defect rectified.

39. Inspections

39.1 The Renter acknowledges and understands that after being in possession of the Premises for three months, a routine inspection will be conducted. Thereafter, routine inspections can be conducted every 6 months throughout the duration of the tenancy.

39.2 The Renter acknowledges and agrees that the Agent may conduct regular routine inspections with or without the presence of the Renter upon giving the Renter a minimum of 7 days' written notice.

40. Disclosure of information

40.1 The Renter authorises the Agent to disclose details of its credit worthiness, to the Renter's personal referees, employer, any record, listing or database of defaults by renters to the owner or agent of any future residence.

40.2 If the Renter defaults under this Agreement, the agent may disclose details of any such default to any person whom the agent reasonably considers has an interest receiving such information.

41. Employment Details

30.1 The Renter agrees to notify the agent of any change of employment to that set out in the original Tenancy Application.

42. Permitted Use

42.1 The Renter must use the Premises for the permitted use, which is as the Renter's place of residence. The Renter must not use the Premises for any other purpose without first obtaining the Rental provider's consent in writing, by sending a written request to the Agent.

42.2 The Renter shall not do or allow to be done anything that will cause the shared service facilities (if any) to become obstructed, untidy, damaged, or used for any purpose other than for which they are intended.

42.3 Any fines, infringements and penalty notices pertaining to the Premises, will be the responsibility of the Renter and the Renter agrees to deduct, from any monies paid to the Agent, the full amount of such fines or infringement, even if that would cause the Renter to then become in arrears.

43. Urgent and Non-Urgent Repairs

43.1 The Renter acknowledges that all non-urgent repairs and maintenance requests must be submitted in writing to the Agent via email to the contact details specified in Item 3 in the Schedule or to the nominated Agent's Representative.

43.2 The Renter agrees to immediately notify the Agent of any URGENT repairs, as per the contact details specified in Item 3. The Renter agrees to take all reasonable measures to get in contact with the Agent.

43.3 The Rental provider and the Renter acknowledge that the Agent is entitled to authorise urgent repairs to the maximum amount written under Urgent Repairs of Part D. The Rental provider will be contacted for approval for all urgent repairs prior to proceeding.

43.4 The Renter acknowledges that if a contractor is called out to the Premises with no repair required, then the Renter may be liable for payment of the invoice issued by the contractor.

44. Garden and Parking

44.1 The Renter agrees to maintain the garden and lawn unless agreed otherwise in writing. This includes weeding garden beds, pruning and maintenance of plants and bushes, mowing and edging of lawns and removal of any debris and leaves and generally keeping it neat and tidy.

44.2 The Renter must water the garden and lawn in accordance with the water restrictions. If there is an automatic watering system in place, the Renter must notify the Agent if there are any concerns with regards to the operation of the system. It is the renter's responsibility to keep all plants and lawns alive.

44.3 The Renter must park vehicles in the designated area. The Renter must not park on grass or garden areas, if it does then the Renter will be liable to fix any damage caused to the grass and grounds.

44.4 The Renter will be liable for any fine that is received due to the lack of upkeep of the Premises that have been issued by the local council or Owners Corporation in relation to garden maintenance, illegally parked vehicles, rubbish and the like.

45. Light Globes and Pilot Lights

45.1 The Renter must replace at the Renter's expense, all light tubes and globes to the Premises which become defective during the Term of the tenancy unless the defect is proven to be caused by faulty wiring.

45.2 The Renter is responsible for checking and relighting the pilot lights on all gas appliances such as gas hot water systems, gas heating units and gas ovens, before reporting faults to the Agent. If a tradesperson is sent by the Agent on behalf of the Rental provider to relight a pilot light where this is the only issue the Renter will be liable for all costs.

46. Pets

46.1 The Renter is prohibited from keeping any animal or pet of any description on the Premises without the completion of the Pet Request form. The renter provider has 14 days to make a decision. If they don't agree, the rental provider will apply to VCAT. The renter can't keep a pet while VCAT is making a decision.

46.2 If the Rental provider consents to the Renter keeping a pet on the Premises, the Renter hereby acknowledges and agrees to accept full responsibility for any damage or complaints resulting from keeping a pet at the Premises and further agrees to pay any and all expenses arising from any repairs or replacements to goods and fixtures.

46.3 Should a pet cause any damage including but not limited to urinating on the floors, or damages to the interior fixtures or fittings or surroundings area of the Premises, the Renter must report any damage caused to the Premises to the Agent within 7 days and the Renter agrees to rectify the damage or replace the flooring as soon as possible at the Renter's expense.

46.4 Should a pet cause any damage including but not limited to urinating on the floors, or damages to the interior fixtures or fittings or surroundings area of the Premises, the Renter must report any damage caused to the Premises to the Agent within 7 days and the Renter agrees to rectify the damage or replace the flooring as soon as possible at the Renter's expense.

47. Rubbish and hanging clothes

47.1 The Renter must store all rubbish and waste in a proper rubbish receptacle with a close-fitting lid, to be kept only in the place provided. The Renter must have rubbish and waste regularly removed in accordance with the municipality's rubbish and waste removal timetables.

47.2 The Renter must only hang clothes outside the Premises where provision for the hanging of clothes has been provided.

48. Inflammable Liquids Not Permitted

48.1 Except as allowed by this by this item 48, the Renter must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at the Premises, including but not limited to motor fuels, kerosene and bottled gasses.

48.2 Apart from kerosene which the Renter must not have at the Premises, the Renter is entitled to keep small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants it requires for purely routine minor maintenance, domestic or house-hold use or to maintain the garden at the Premises.

49. Vehicle/boat servicing or Repairs not to be carried out

49.1 For the purposes of this item 49, routine minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufacturers recommendations or not or repairs of any sort.

49.2 The Renter agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motor cycles in or around the Premises including common property.

49.3 The Renter also agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the Premises or the land or common property on which it is situated to their original condition forthwith.

50. Smoke Alarms

50.1 The Renter acknowledges that the smoke detectors are operational at the commencement of this Lease. If the Renter becomes aware, or reasonably considers, a smoke detector at the Premises is not, or may not be, in proper working order the Renter must notify the Agent as soon as possible, and within 24 hours of becoming aware.

50.2 The Renter agrees to carry out tests from time to time to ensure the smoke detector is in working order. If a smoke detector appears to be faulty or does not make the required sound when tested, the Renter must immediately notify the Agent and confirm such advice in writing on the same day.

50.3 The Renter acknowledges and agrees that it must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, the Renter must change the battery and notify the Agent and confirm such advice in writing on the same day if any problem persists.

51. Swimming Pool/Spa

51.1 This item 51 applies if there is a swimming pool, spa or variation thereof at the Premises.

51.2 The Renter hereby agrees:

- a. to maintain the swimming pool/spa by using the equipment provided;
- b. to purchase at their own cost, the required chemicals to maintain the swimming pool/spa;
- c. to maintain the swimming pool/spa equipment provided in the condition in which it was received at the beginning of the tenancy;
- d. to ensure the swimming pool/spa area and surrounds are kept clear of obstacles, that the gate providing access to the swimming pool/spa/spa area is never propped open and that all children are under adult supervision at all times; and
- e. to inform the Agent in writing immediately should the safety barrier on the swimming pool/spa/spa area require maintenance or become unsafe.

51.3 The Renter acknowledges and agrees that if item 51.2 is not complied with, the Agent may serve a notice of breach on the Renter and the necessary notices thereafter if the Renter fails to remedy the breach

52. Locks & Keys

52.1 The Renter is permitted to change the locks including the barrels in all locks at the Premises, on the condition that the Renter provides duplicate keys to the Agent within 24 hours of changing the locks.

52.2 The Renter is permitted to change the code of an alarm at the Premises, on the condition that the Renter notifies the Agent in writing within 24 hours of the changed alarm code.

52.3 The Rental provider and Renter agree that the Agent is not legally obligated to hold or provide a duplicate key to the Premises. The Agent may request a copy of keys be provided at any time and the Renter is required to provide the key with a copy of a receipt for reimbursement.

52.4 The Renter acknowledges that it is responsible for the replacement of any lost keys, the provision of additional keys and any locksmith charges where keys are lost or mislaid.

52.5 The Renter acknowledges that whilst all due care has been taken by the Rental provider and the Agent to ensure that all keys held by previous occupiers of the Premises have been returned, to ensure total security it is the Rental provider's recommendation that the barrels to locks are changed by the Renter.

53. Blockages Caused by Misuse

53.1 The Renter must not flush anything into the drainage, septic, sewerage or storm water systems that may cause a blockage. The Renter shall pay the cost of clearing any pipe, drain toilet or sewage blockages belonging to the Premises caused by misuse by the Renter or their visitors.

54. Payment Of Rental

54.1 All rental payments are to be made on time and in full in the manner specified in Item 8 of the standard terms or otherwise instructed by the Agent in writing. No part payments will be accepted. The Renter acknowledges and agrees that payments made by cheque or money order are subject to a \$16.50 processing fee (inclusive of GST).

54.2 The Renter acknowledges and agrees that the Agent will pay all rental payments including any rental payment which is in advance to the Rental provider immediately after funds have cleared.

54.3 Any costs incurred by the Rental provider or Agent to retrieve rental arrears shall be reimbursed by the Renter. This includes charges of \$27.50 should a cheque or direct debit dishonour up to three times. Beyond three times \$55.00 will be charged (inclusive of GST).

55. Assignment, Sub-letting and Short Stay Accommodation

55.1 The Renter acknowledges that the persons named on this Agreement are those who will occupy the Premises during the term of the Agreement. Any change in occupant must be immediately notified to the Agent in writing in accordance with item.

55.2 The Renter acknowledges that a request of transfer of lease must be given to the Agent in writing and will be subject to Rental provider approval. If approved, the Renter agrees to reimburse the Rental provider for the costs and charges incurred in relation to the preparation of a written assignment of the Tenancy Agreement. The costs are a one off fee of \$330 (inclusive of GST) plus a Renter National Tenancy Database Check of \$33.00 (inclusive of GST) per new Renter (Tenant), an one off fee for an Industry Approve Lease Fee of \$6.60 (inclusive of GST) and a one off fee for the Bond Lodgement of \$5.50 (inclusive of GST).. A prospective renter must not move in or occupy the Premises without completing and submitting an application to the Agent for approval by the Rental provider.

55.3 For the purposes of item 55.2 to apply, at least one named Renter from the original Agreement must remain in occupation. If no original named Renter is to remain, all Renters must vacate. If this occurs during a fixed term, a lease break will occur.

55.4 The Renter must not grant a licence or part with occupation of the Premises, or a part of the Premises, to provide residential accommodation for a fee or other benefit, without, in each instance, obtaining the Rental provider's prior written consent, which, if given, may be subject to reasonable conditions.

55.5 The Renter's obligation to comply with section 64(2) of the Act, applies despite any consent given by the Rental provider under this item 55.

55.6 The Renter agrees that it will not act as a "Host" and advertise part or all of the property to be available for a guest to short term stay or use as holiday accommodation (including but not limited to AirBnB).

56. Fixed Term Lease Break

56.1 In the event that the Renter wishes to vacate the Premises prior to the Termination Date as specified in Item 5 in Part A, the Renter must supply a written notice of intention to break lease or vacate to the Agent (not an SMS message).

56.2 The Renter will be liable for and agrees to pay the following fees and charges as applicable:

- a. any advertising costs incurred including an internet marketing cost of \$410 (inclusive of GST);
- b. a break lease fee of 2.5 Weeks' Rental (inclusive of GST), applied pro-rata;
- c. a 'For Lease' board to be erected at a cost of \$99.00 (inclusive of GST);
- d. Residential Tenancy Database checks on each applicant at a cost of \$33 per applicant (inclusive of GST);
- e. Industry Lease Agreement \$8.80;
- f. Electronic Bond Lodgment \$6.60;
- g. all rent due from the time of vacating to the expiration of the fixed term lease OR until such time a replacement renter's lease begins.
- h. all advertising amounts including internet, boards and database checks are subject to change and will be advised at the time of the lease break.

56.3 The Renter agrees to continue to pay rent in accordance with the lease to the expiration of the fixed term lease OR until such time a replacement Renter commences its Lease (whichever comes first), and agrees to pay any shortfall due to the property being re-leased at a lower rate. The Rental provider agrees to mitigate the Renter's loss by taking reasonable steps to relet the Premises.

57. Advertising Boards and Access To The Premises

57.1 The Renter shall allow the Agent to put on the Premises a notice or notices 'To Let' or 'For Lease' during the last month of the term of this Agreement.

57.2 The Renter shall also allow the Agent to put on the Premises a notice or notices 'For Sale' or 'Auction' at any time during the Term of this Agreement and permit access to the Premises by the Agent to present the Premises to prospective purchasers or renters upon 48 hours' notice or by Agreement with the Renter.

58. Owners Corporation Rules (Where Applicable)

If there is an owners corporation for the Premises ("Owners Corporation"), the Rental provider agrees to attach a copy of the current rules of the Owners Corporation to this Agreement.

If item 58.1 applies, the Renter agrees to observe and be bound by the rules of the Owners Corporation and any rules amending or superseding them (as the case may be) in so far as they relate to or affect the use, occupation and enjoyment of the Premises and the common property provided that the Renter shall not be required to contribute costs of a capital nature or which would, except for the provision, be payable by the Rental provider. The Standard Rules of the Subdivision (Body Corporate) Regulations 2001, as amended, apply to all bodies corporate.

If item 58.1 applies, the Renter shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.

59. Condensation and Mould

59.1 The Renter must regularly ventilate the Premises including but not limited to keeping the exhaust fan on in all bathrooms and toilets, windows open in the kitchen when cooking, opening windows and doors to allow regular air flow and clean any condensation or mould from windows, window sills, ceilings and within reason keep the blinds up whenever possible to avoid condensation.

59.2 The renter further agrees to keep the bathroom door open and the exhaust fan on where possible and not allow steam to build up. Mould on the ceiling and walls can be easily wiped off with an anti-mould solutions which can be purchased at the supermarket.

59.3 The Renter acknowledges that any damage to the property caused by a failure to comply with this item 59 must be rectified professionally at the Renter's expense.

60. Pot Plants and Furniture Placement

60.1 The Renter must not place pot plants on any flooring within or outside the Premises without appropriate protection to avoid damage and staining to surfaces.

60.2 The Renter agrees to insert appropriate protection underneath any furniture to ensure the floors of the Premises (inside and outside) are not damaged.

60.3 The Renter hereby agrees that any damaged caused to any flooring due to the Renters failing to adhere to this item 60 will be rectified professionally at the Renter's expense.

61. Smoking

61.1 The Renter must not smoke inside the Premises. The Renter may smoke in uncovered areas outside the Premises. The Renter must place all cigarette waste in the appropriate receptacle.

61.2 If the Renter has not complied with item 61.1, in particular the Renter has been smoking inside, the Renter will be required to wash down walls, curtains and/or drapes to remove the remains of smoke or repaint walls, replace the curtains and drapes.

62. Redirection of Mail and Disconnection of Services

At the end of the tenancy, the Renter is solely responsible for disconnecting any utilities or services connected, as well as redirecting their mail. The Renter shall reimburse the Rental provider for any cost incurred by the Rental provider due to the Renter failing to adhere to this item 62.

63. Notice to Vacate

63.1 If the Renter wishes to vacate the Premises at the expiration of this Agreement, it must give the Agent written notice of the Renter's intention to vacate at least 28 days prior to the expiration of the Agreement. An SMS message is NOT acceptable.

63.2 If the Renter remains in occupation of the Premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the Renter must give written notice of the Renter's intention to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Renter gives notice.

63.3 Notice under this item 63 must be provided to the Agent. If notice is provided by email it must be delivered by each named Renter listed on this Agreement. The 28 days to vacate will not be taken into account until the last named Renter's email or notice is received.

64. Expiry of Fixed Term Agreement

64.1 If the Renter remains in occupation of the Premises after the Termination Date of this Agreement and does not enter into a new fixed term Lease Agreement, the Agreement will revert to a periodic tenancy. The Renter acknowledges that 28 days' notice to vacate is still required and must be provided to the Agent and in accordance with item 63.

64.2 The Renter acknowledges the right of the Rental provider under the Act to issue a notice that will terminate the tenancy at the end of this fixed term Agreement.

65. Keys

The Renter must return all keys, security swipe passes/fobs and remote controls to the Agent's usual address. The Renter's obligation to pay rent continues until such time that all the keys, security swipes/fobs are returned to the Agent.

66. Cleaning Premises Upon Vacating

66.1 The Renter must:

- a. remove all possessions including but not limited to furniture, motor vehicles, equipment and rubbish from the Premises; and
- b. undertake a full clean of the Premises as in accordance with the any instructions provided by the Agent and as required under this agreement to reinstate the premises to the state at the commencement of this agreement. If the Renter is not able to undertake the full clean, they must immediately advise the Agent to arrange a professional cleaner to undertake the full clean. The cost of such cleaner will be payable by the Renter.

66.2 The Renter agrees to professionally steam clean all carpeted areas (if applicable) within the Premises at the termination of the tenancy and provide a receipt to the Agent for such activities upon vacating if this was done prior to the tenancy commencing.

66.3 If the Renter kept a pet at the Premises in accordance with item 46.1, in addition to the foregoing upon vacating the Premises the Renter must also:

- a. ensure all pet droppings are cleaned from the yard of the Premises; and
- b. have the Premises professionally fumigated and provide a receipt for such to the Agent. The fumigation is essential as fleas lie dormant until a property is re-occupied.

67. Bond Lodgement and Refund

67.1 The bond has been deposited in accordance with the requirements of the Act and RTBA.

67.2 The Renter acknowledges that pursuant to Section 428 of the Act, it shall not refuse to pay rent on the grounds that it intends to regard the bond or any part of the bond as rent paid by the Renter. The Renter acknowledges that failure to abide by this Section renders the Renter liable to a penalty.

68. General

68.1 The Renter shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.

68.2 The Renter acknowledges that no promises, representations, warranties or undertakings have been given by the Rental provider or Agent in relation to the suitability of the Premises for the Renter's purposes or in respect of the furnishings, fittings or appurtenances of the Premises otherwise than as provided herein.

68.3 No consent or waiver of any breach by the Renter of the Renter's obligations under the Act shall prevent the Rental provider from subsequently enforcing any of the provision of the Agreement.

68.4 The Renter acknowledges that any breach and compensation claim as a result of any breach may be listed to the National Tenancy Database and/or Equifax (if a VCAT order has been obtained) for the total amount declared by the Tribunal.

68.5 This Agreement may be amended only by an Agreement in writing signed by the Rental provider and the Renter.

69. General

69.1 The Residential Rental Rental provider (Landlord) and/or Residential Renter (Tenant) agree that their details may be forwarded to one or more of our affiliates including but not limited to Harcourts International, Harcourts Australia, Harcourts Victoria, their related entities or any other Harcourts Franchisees, Melbourne Real Estate Debt Collection, for the purposes of debt collection, ConnectNow or a similar company for the purposes of service connections, Water Utilities, Local council, Smoke Alarm Solutions or a similar company for the purposes of smoke alarm servicing and testing, Twenty2 maintenance (or similar company) for purposes of safety checks & maintenance, Melbourne Real Estate Conveyancing, any other supplier/maintenance company and/or any affiliate of Harcourts Rata & Co and Consumer Affairs Victoria, Real Estate Institute of Victoria or any other governing body.

Rental Standards

1. Are there deadlocks to all Entry doors?

A. If no, could one be fitted?

B. Can the locking device be operated by a key from the outside; and may be unlocked from the inside with or without a key?

2. Is a vermin-proof rubbish bin supplied?

A. Is a vermin-proof recycle bin supplied?

B. Are the supplied bins provided by or are compatible with local council collection?

3. Are the toilets connected to an appropriate sewerage or wastewater treatment system?

A. Are the toilets situated in a suitable housing/room?

4. Is there a washbasin, shower or bath with hot and cold water?

- A. Is there a 3 Star rated showerhead fitted?
5. Is there a dedicated area for cooking and food preparation?
- A. Is the sink in good working order and is connected to hot and cold water?
- B. Is the cooktop in good working order and has 2 or more burners?
- C. Is the oven is in good working order - if fitted?
6. Are laundry facilities present in the rented premises?
- A. Are the laundry facilities connected to a reasonable supply of hot and cold water?
7. Is there any visual evidence that the property may be structurally unsound or not weatherproof?
8. Is there any visual evidence of mould or damp caused by or related to the building structure?
9. Does the property have a safety switch / RCD?
10. Do all bedrooms have curtains or blinds that can be opened/closed, block light and give privacy?
- A. Do all living rooms have curtains or blinds that can be opened or closed, block light and give privacy?
11. Can all external windows in the rented premises that are capable of opening able to be set in a closed or open position?
- A. Do all external windows in the rented premises which are capable of opening have a functioning latch to secure the windows against external entry?
12. Do the interior rooms, corridors and hallways of the rented premises have access to light, whether natural or artificial, which provides a level of illuminance appropriate to the function or use of those rooms?
13. Does each habitable room, bathroom, shower room, toilet and laundry appear to have satisfactory ventilation?
14. Is there a working heater in the main living area of the premises?

Property Disclosures

This section contains important disclosures from your Rental Provider about the rented premises:

Embedded Electricity Network

Is the electricity supplied to the property from an embedded electricity network?
(An embedded electricity network is a privately owned and managed electricity network that may often supply all premises within a specific area or building and connect to the national electric grid through a parent connection point.)
If electricity is supplied to the premises via an embedded electricity network, you must provide further information below about the network operator as it is required to be provided to the Renter.
Please provide the trading name, ABN and contact details (including phone number and website) of any embedded electricity network provider that is applicable to this property.

Yes No

Comments

-

Intention to Sell

Has an agent been engaged to sell the property, a contract of sale prepared or an ongoing proposal to sell the property?
If yes, please provide details below.

Yes No

Comments

-

Homicide

Are the premises or common property known to have been the location of a homicide in the last 5 years?

Yes No

Comments

-

Drug Contamination

Are the premises known to be contaminated because of prior use of the premises for the trafficking or cultivation of a drug of dependence in the last 5 years?

Yes No

Comments

-

Mould or Dampness

In the last 3 years, has the premises been subject to a repair notice relating to mould or damp in the premises caused by or related to the building structure?

Yes No

Comments

-

Safety Checks

Has the premises had the required gas safety check, electrical safety check and pool barrier compliance check (if applicable) carried out?
If they have been carried out, you must provide the dates of the latest applicable checks below.

Yes No

Comments

See Sales Agent Sherry

Safety Check Recommendations

Are there any outstanding recommendations for work to be completed at the premises from a gas safety check and electrical safety check?

If the answer is yes, a description of the outstanding recommendations is to be provided in 'Further information' below.

Yes No

Comments

-

Asbestos

Are the premises known to have friable or non-friable asbestos based on an inspection by a suitably qualified person?

Yes No

Comments

-

Building/Planning Permit

Are the premises known to be affected by a building or planning application that has been lodged with the relevant authority?

Yes No

Comments

-

Building Work Dispute

Is there a current domestic building work dispute under the Domestic Building Contracts Act 1995 which applies to or affects the premises?

Yes No

Comments

-

OC Dispute

Is there a current dispute under Part 10 of the Owners Corporations Act 2006 which applies to or affects the premises?

Yes No

Comments

-

Building Defects/Safety Concerns

Are the premises or common property the subject of any notice, order, declaration, report or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of disclosure?
If the answer is yes, a description of the notice, order, declaration, report or recommendation must be provided in 'Further Information' below

Yes No

Comments

-

Heritage Register

Are the premises a heritage listed place on the Heritage Register?
A place included in the Heritage Register within the meaning of section 3(1) of the Heritage Act 2017.

Yes No

Comments

-

Minimum Standards

Do the premises meet the rental minimum standards?
The rental minimum standards are new regulations that came into effect on the 29th March 2021 and all rented premises must comply with important requirements relating to amenity, safety and privacy. Rental providers have a duty to ensure their property meets these standards.
Information on the specific requirements of the minimum standards can be found on the Consumer Affairs website (<https://www.consumer.vic.gov.au/rentalstandards>).
If the premises does not meet any of the requirements, please provide details below.

Yes No

Comments

-

Right To Let the Premises

Are you the owner of the property?
If you are not, please advise the specifics of your rights to rent the property out on the owners behalf.

Yes No

Comments

-

Mortgagee Possession

Has a mortgagee commenced a proceeding to enforce a mortgage over the property or taking action for possession of the property?

Yes No

Comments

-

Renter Acknowledgement

1. *Muhammad Talha Ashraf viewed and acknowledged at Tue, 16/09/2025 10:14*
2. *Ifrah Abdullah viewed and acknowledged at Tue, 16/09/2025 14:16*

INFORMATION ONLY

Privacy Collection Notice

As professional property managers **Harcourts Rata & Co** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 9465 7766

Primary Purpose

As professional property managers, **Harcourts Rata & Co** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **Harcourts Rata & Co** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database (National Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.
The database operator can be contacted for information on the service or to request a copy of the data held via email at info@tenancydatabase.com.au or by submitting the request form on their website at the following address
<https://www.tenancydatabase.com.au/contact-us>
- Other Real Estate Agents, **Rental Providers** and Valuers

Secondary Purpose

Harcourts Rata & Co also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the

Premises.

- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **Harcourts Rata & Co** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **Harcourts Rata & Co** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **Harcourts Rata & Co** privacy policy can be viewed without charge on the **Harcourts Rata & Co** website; or contact your local **Harcourts Rata & Co** office and we will send or email you a free copy.

Disclaimer

Harcourts Rata & Co its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **Harcourts Rata & Co** disclaims all liability and responsibility including for negligence for any direct or indirect loss or damage

suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

INFORMATION ONLY

Signatures

This agreement is made under the Act.

Before signing you must read **Part D – Rights and obligations** of this form.

Rental Provider

Rental Provider : **Maha Arabi**



Signed at Tue, 16/09/2025 15:39

Renter(s)

Renter 1: **Muhammad Talha Ashraf**



Signed at Tue, 16/09/2025 10:16

Renter 2: **Ifrah Abdullah**



Signed at Tue, 16/09/2025 14:16

AUDIT TRAIL

Muhammad Talha Ashraf (Renter)

Tue, 16/09/2025 10:06 - Muhammad Talha Ashraf clicked 'start' button to view the Residential Rental Agreement

Tue, 16/09/2025 10:16 - Muhammad Talha Ashraf stamped saved signature the Residential Rental Agreement

Tue, 16/09/2025 10:16 - Muhammad Talha Ashraf submitted the Residential Rental Agreement

Ifrah Abdullah (Renter)

Tue, 16/09/2025 14:10 - Ifrah Abdullah clicked 'start' button to view the Residential Rental Agreement

Tue, 16/09/2025 14:16 - Ifrah Abdullah stamped saved signature the Residential Rental Agreement
Tue, 16/09/2025 14:16 - Ifrah Abdullah submitted the Residential Rental Agreement

Maha Arabi (Rental Provider)

Tue, 16/09/2025 15:37 - Maha Arabi clicked 'start' button to view the Residential Rental Agreement
Tue, 16/09/2025 15:39 - Maha Arabi stamped saved signature the Residential Rental Agreement
Tue, 16/09/2025 15:39 - Maha Arabi submitted the Residential Rental Agreement

AGREEMENT END

INFORMATION ONLY