

Contract of Sale of Real Estate

Property address **58 LAMINGTON DRIVE TARNEIT VIC 3029**

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

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

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

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

Print name(s) of person(s) signing: **JACARANDA TREE PTY LTD**

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

Particulars of sale

Vendor's estate agent

Harcourts Rata & Co Thomastown Pty Ltd
Unit 1/337 Settlement Road, Thomastown, VIC 3074

Email: sold@rataandco.com.au

Tel: (03) 9465 7766

Mob:

Fax:

Ref:

Vendor

JACARANDA TREE PTY LTD

A.C.N 108 873 052

Vendor's legal practitioner or conveyancer

Melbourne Real Estate Conveyancing Pty Ltd

954 High Street Reservoir Vic 3073

Email: amal@melbournerec.com.au

Tel: 94646732

Mob:

Fax:

Ref: AJ:24/3152AJ

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11285	Folio	940	54	PS633442L

OR

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **58 LAMINGTON DRIVE TARNEIT VIC 3029**

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

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

Payment (general condition 14 and 17)

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

GST (general condition 19)

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

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

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

Settlement (general condition 17)

is due on

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

See special condition 25.

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

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

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

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words 'subject to lease' appear in this box in which case refer to general condition 5.1

Subject to lease

If 'subject to lease' then particulars of the lease are : See attached.

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount

Approval date:

FIRB APPROVAL REQUIRED (Special Condition 16)

YES Passport Provided? Yes or No?

Passport Number

NO

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

Special conditions

GST WITHHOLDING NOTICE

Purchaser must make a GST Withholding Payment: No Yes
(if yes, vendor must provide further details)

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

GST Withholding Payment Details

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

Supplier's Name:

Supplier's ABN:

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

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

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

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

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

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

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

Special Conditions

1. Auction

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

2. Acceptance of title

General condition 12.4 is added:

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

3. Foreign resident capital gains withholding

- 3.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.
 - 3.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the Vendor gives the Purchaser a special clearance certificate issued by the Commissioner under section 14-200 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
 - 3.3 This special condition only applies if the Purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
 - 3.4 The amount is to be deducted from the Vendor's entitlement to the contract consideration. The Vendor must pay to the Purchaser at settlement such part of the amount as is represented by non-monetary consideration.
 - 3.5 The Purchaser must:
 - (a) engage a Legal Practitioner or Conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the Purchaser's obligations in this special condition; and
 - (b) ensure that the representative does so.
 - 3.6 The terms of the representative's engagement are taken to include instructions to have regard to the Vendor's interests and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this special condition;
- despite
- (d) any contrary instructions, other than from both the Purchaser and the Vendor; and
 - (e) any other provision in this contract to the contrary.
- 3.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
 - (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
 - 3.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the Purchaser at least 5 business days before the due date for settlement.
 - 3.9 The Vendor must provide the Purchaser with such information as the Purchaser requires to comply with the Purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the Purchaser. The Vendor warrants that the information the Vendor provides is true and correct.
 - 3.10 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

4. Electronic Conveyancing

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

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

5. GST withholding

- 5.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in a *New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 5.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 5.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

5.4 The purchaser must:

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

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

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

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

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

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

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

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

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

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

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

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

in accordance with section 14-250 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

5.10 The vendor warrants that:

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

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

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

The vendor is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount if either exception applies.

5.12 This general condition will not merge on settlement.

6. Interpretation.

In the interpretation of this contract where the context permits;

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

7. Whole Contract.

The Purchaser acknowledges and agrees that:

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

8. Land Identity.

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

9. Condition Of The Property.

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

9.6 General Condition 12 is Deleted from this Contract.

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

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

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

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

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

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

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

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

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

10. Improvements.

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

11. Planning.

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

12. Restrictions.

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

13. Settlement.

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

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

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

14. Licence Agreement.

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

15. Guarantee & Indemnity.

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

16. Foreign Acquisitions and Takeovers Act 1975.

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

17. Loans / Finance

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

18. Indemnity – Estate Agent

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

19. Adjustments of Outgoings

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

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

19.2.2 On such other basis,

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

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

20. Stamp Duty – Purchasers Buying in unequal Interest

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

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

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

21. Vendor Statement

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

22. Trust

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

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

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

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

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

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

23. Personal property securities register

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

24. Solar Panels

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

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

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

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

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

25. Christmas & New Year Holiday Period

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

26. PROPERTY SOLD "AS IS"

The Purchaser acknowledges and agrees:

26.1 that the property is purchased by the Purchaser:-

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

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

(c) Subject to any infestations or dilapidations

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

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

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

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

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

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

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

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

GUARANTEE & INDEMNITY

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

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

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

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

SCHEDULE

Vendor:

Purchaser:

Guarantor:

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

EXECUTED AS A DEED on the of 2024

SIGNED SEALED AND DELIVERED BY)
The said guarantor in the presence of:)

.....
Witness

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

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

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must-
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives-
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1) (b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property-
- (a) that-
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind;

- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if-
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser received a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor-
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

Money

14. DEPOSIT

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

15. DEPOSIT BOND

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

condition 15.5 to the extent of the payment.

- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:

- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming

mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

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

20. LOAN

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

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

- 24.5 The purchaser must:
- (a) The engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser’s obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

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

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

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

- (a) settlement is conducted through an electronic lodgment network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgment network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

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

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

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

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

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

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

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

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

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	58 LAMINGTON DRIVE TARNEIT VIC 3029	
Vendor's name	JACARANDA TREE PTY LTD ACN: 108 873 052	Date / /
Vendor's signature		
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1 FINANCIAL MATTERS

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

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

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

	To	
--	----	--

Other particulars (including dates and times of payments):

--

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

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

<p>(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</p>	AVPCC No. 110
<p>(b) Is the land tax reform scheme land within the meaning of the CIPT Act?</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>(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</p>	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): -

Is in the attached copies of title documents.

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

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

3.2. Road Access

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

3.3. Designated Bushfire Prone Area

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

3.4. Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

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

4.2. Agricultural Chemicals

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

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

4.3. Compulsory Acquisition

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

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

5 BUILDING PERMITS

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

Not Applicable.

6 OWNERS CORPORATION

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

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

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

8 SERVICES

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

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

9 TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

10 SUBDIVISION

10.1. Unregistered Subdivision

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

Not Applicable.

10.2. Staged Subdivision

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

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 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.)

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

13 ATTACHMENTS

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

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

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

--

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

Page 1 of 2

VOLUME 11285 FOLIO 940

Security no : 124119937506Y
Produced 18/11/2024 03:56 PM

LAND DESCRIPTION

Lot 54 on Plan of Subdivision 633442L.
PARENT TITLES :
Volume 10869 Folio 252 to Volume 10869 Folio 253
Created by instrument PS633442L 26/07/2011

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
JACARANDA TREE PTY LTD of 1 FLEMING STREET NORTHWOOD NSW 2066
AJ155769Q 25/08/2011

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR473601M 20/09/2018
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD
COVENANT AJ155769Q 25/08/2011

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

AGREEMENT Section 173 Planning and Environment Act 1987
AF788612E 18/04/2008

DIAGRAM LOCATION

SEE PS633442L FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 58 LAMINGTON DRIVE TARNEIT VIC 3029

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 20/09/2018

OWNERS CORPORATIONS

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

Page 2 of 2

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS633442L

DOCUMENT END

INFORMATION ONLY

Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS633442L
Number of Pages (excluding this cover sheet)	114
Document Assembled	18/11/2024 15:56

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SUBDIVISION ACT 1988		PLAN OF SUBDIVISION		EDITION 30	PLAN NUMBER PS 633442L
LOCATION OF LAND PARISH: TARNEIT TOWNSHIP: ----- SECTION: 14 CROWN ALLOTMENT: A (PART) CROWN PORTION: ----- TITLE REFERENCES: VOL. 10869 FOL. 252 VOL. 10869 FOL. 253 LAST PLAN REFERENCE: TP 850857E, TP 130516Y POSTAL ADDRESS: LEAKES ROAD (at time of subdivision) TARNEIT 3029 MGA CO-ORDINATES: E 293 740 ZONE: 55 (of approximate centre of land in plan) N 5 809 600 GDA 94				COUNCIL NAME : WYNDHAM CITY COUNCIL	
VESTING OF ROADS OR RESERVES					
IDENTIFIER		COUNCIL / BODY / PERSON			
ROADS, R1, R2, R3, R4, R5, R6, R7, R9, R10, R11, R12, R13, R14, R15, R16, R17, R18, R19, R20, R21, R22, R23, R24, R25, R26, R27, R28, R29, R30, R61, R63, R64, R65, R67, R73, R74, R76, R80, R81		WYNDHAM CITY COUNCIL			
RESERVES No.1, No.3, No.4, No.22, No. 24, No. 25, No. 26, No. 27		POWERCOR AUSTRALIA LTD.			
RESERVES No.2, No.10, No.23 No. 63		WYNDHAM CITY COUNCIL			
THE HEARTLANDS					
DEPTH LIMITATION: DOES NOT APPLY					
NOTATIONS					
THIS IS A SPEAR PLAN STAGING: THIS IS A STAGED SUBDIVISION PLANNING PERMIT No.		SURVEY: THIS PLAN IS BASED ON SURVEY		THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). ----- IN PROCLAIMED SURVEY AREA No. -----	
LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF ANY OWNERS CORPORATION(S) INCLUDING, PURPOSE, RESPONSIBILITY, ENTITLEMENT AND LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES.					
EASEMENT INFORMATION					LR USE ONLY
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)					STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT RECEIVED <input checked="" type="checkbox"/> DATE 15 / 07 / 2011
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED /IN FAVOUR OF	
FOR EASEMENT INFORMATION REFER TO SHEET 2					
THIS IS A LAND VICTORIA COMPILED PLAN					
FOR DETAILS SEE MODIFICATION TABLE HEREIN					
REF: 21873	VERSION:	DATE: COMP1AE.DGN	ORIGINAL SHEET SIZE A3		SHEET 1 OF 110 SHEETS
REEDS CONSULTING		Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au		LICENSED SURVEYOR NEIL OLIVER	

PLAN NUMBER
PS 633442L

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	WYNDHAM CITY COUNCIL
E-2	SEWERAGE	SEE DIAG.	THIS PLAN	CITY WEST WATER LTD
E-3	DRAINAGE	SEE DIAG.	THIS PLAN	WYNDHAM CITY COUNCIL
E-3	SEWERAGE	SEE DIAG.	THIS PLAN	CITY WEST WATER LTD
E-5	DRAINAGE SEWERAGE & SUPPLY OF WATER (THROUGH UNDERGROUND PIPES)	SEE DIAG. SEE DIAG.	THIS PLAN THIS PLAN	WYNDHAM CITY COUNCIL CITY WEST WATER CORPORATION
E-5	TELECOMMUNICATION DISTRIBUTION &/OR TRANSMISSION OF GAS	SEE DIAG. SEE DIAG.	PS633442L/S2 THIS PLAN - SECTION 146 OF THE GAS INDUSTRY ACT 2001	LOTS 201-223 ON PS633442L SPI NETWORKS (GAS) PTY LTD
E-6	DRAINAGE-AS DEFINED IN MEMORANDUM OF COMMON PROVISIONS AA1107	SEE DIAG.	THIS PLAN	MELBOURNE WATER LTD
E-7, E-8, E-10 E-12, E-16 E-17, E-18 E-26, E-33 E-36	DRAINAGE	SEE DIAG.	THIS PLAN	WYNDHAM CITY COUNCIL
E-8, E-9, E-11 E-12, E-16, E-18, E-19, E-21, E-22, E-24, E-26, E-27, E-28, E-29, E-31, E-32, E-36 E-38, E-41	SEWERAGE	SEE DIAG.	THIS PLAN	CITY WEST WATER CORPORATION
E-40, E-41	CARRIAGEWAY	SEE DIAG.	THIS PLAN	POWERCOR AUSTRALIA LTD.

REF: 21873	VERSION: COMP2T.DGN	DATE: COMP2T.DGN	ORIGINAL SHEET SIZE A3	SHEET 2
		REEDS CONSULTING Pty Ltd Lvl 4, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au		LICENSED SURVEYOR NEIL OLIVER

SUBDIVISION ACT 1988

STAGE No.

PLAN NUMBER

PLAN OF SUBDIVISION

PS 633442L

OVERALL KEY SHEET

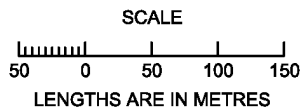


LICENSED SURVEYOR NEIL OLIVER

SHEET 3



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 Lvl 6, 440 Elizabeth Street
 Melbourne Victoria 3000
 p (03) 8640 3000
 www.reedsconsulting.com.au
 survey@reedsconsulting.com.au



ORIGINAL SCALE SHEET SIZE
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REF: 21873

VERSION:

DATE:

COMP3V.DGN

STAGE No.

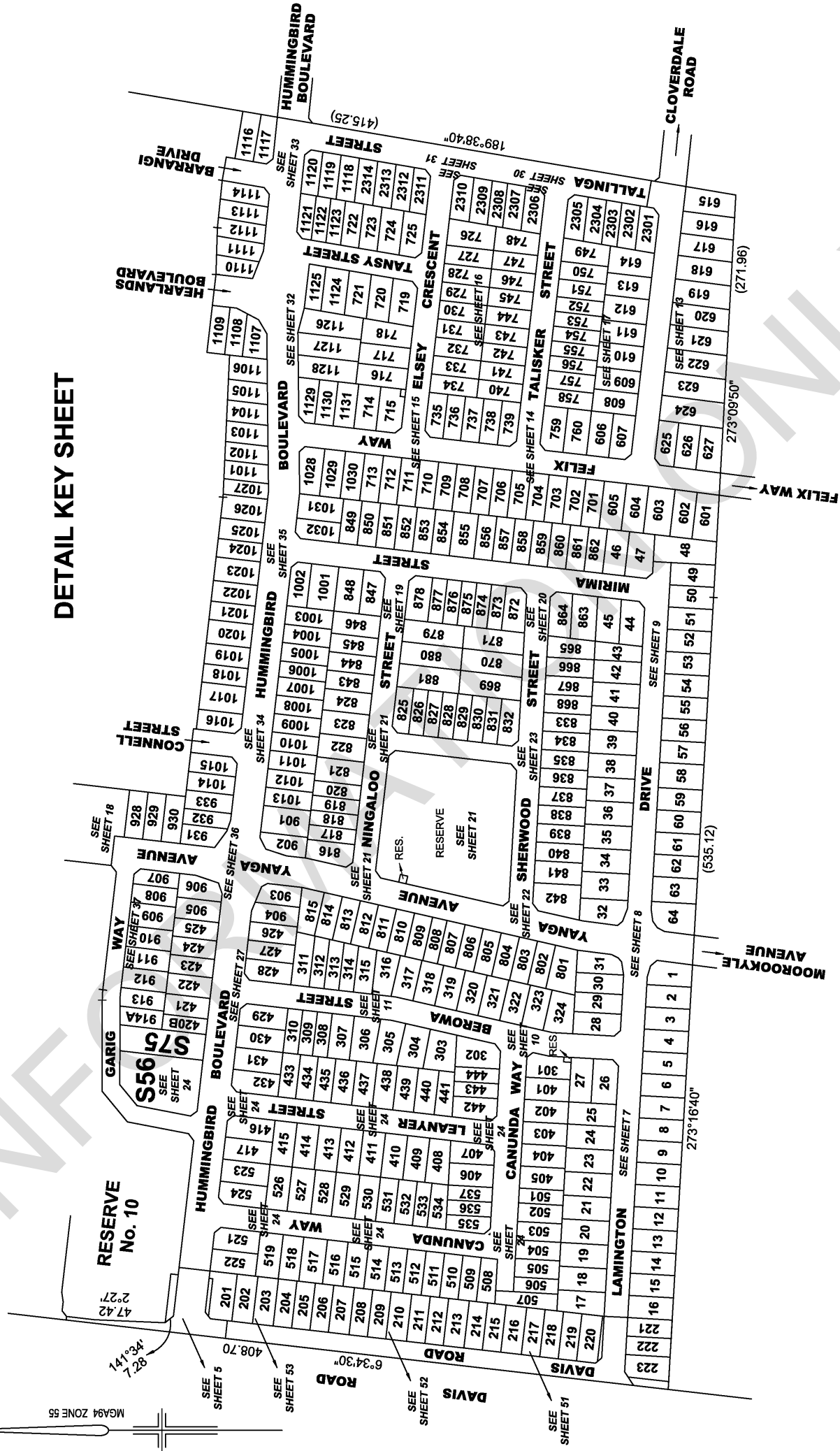
SUBDIVISION ACT 1988

PLAN NUMBER

PLAN OF SUBDIVISION

PS 633442L

DETAIL KEY SHEET



SHEET 4

REF: 21873

VERSION: COMP4F.DGN

LICENSED SURVEYOR ... NEIL OLIVER ... DIGITALLY SIGNED

DATE:

ORIGINAL SHEET SIZE

SCALE 1:2500

A3

SCALE

0 50 100

LENGTHS ARE IN METRES

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 Lvl 6, 240 Elizabeth Street
 Melbourne Victoria 3000
 p (03) 8660 3000
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 survey@reedsconsulting.com.au



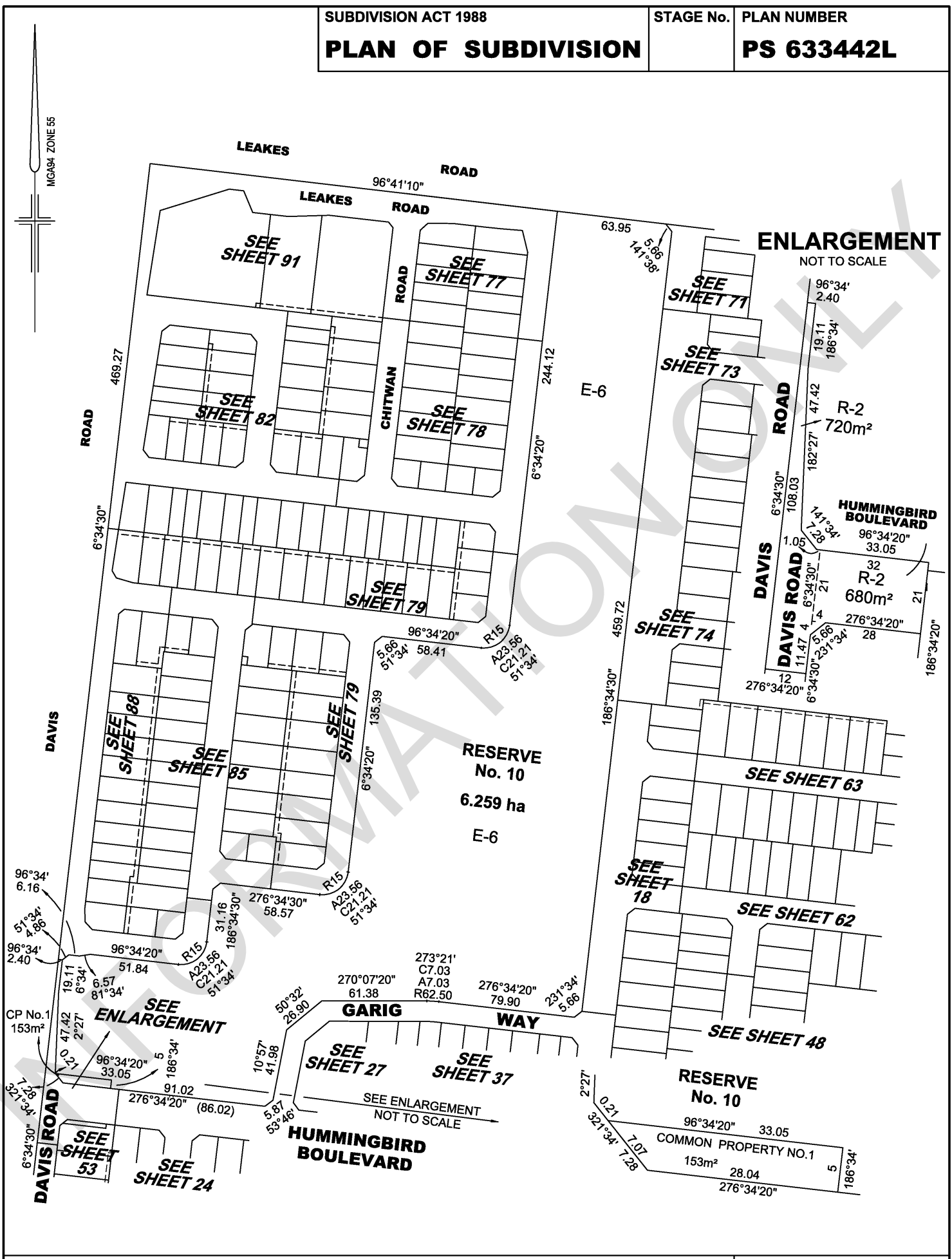
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STAGE No.

PLAN NUMBER

PLAN OF SUBDIVISION

PS 633442L

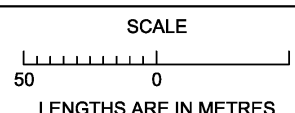


ENLARGEMENT
NOT TO SCALE

LICENSED SURVEYOR **THOMAS A MILLAR** SHEET 5



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Lvl 6, 440 Elizabeth Street
Melbourne Victoria 3000
p 1031 8640 3000
www.reedsconsulting.com.au
survey@reedsconsulting.com.au



ORIGINAL SCALE 1:2000 SHEET SIZE A3

REF: **21873**
VERSION:
DATE:
COMP5P.DGN

SUBDIVISION ACT 1988

DETAIL KEY SHEET

PLAN OF SUBDIVISION

PLAN NUMBER

PS 633442L

LEAKES ROAD

R-63
1023m²

RESERVE
No. 63
36m²

A

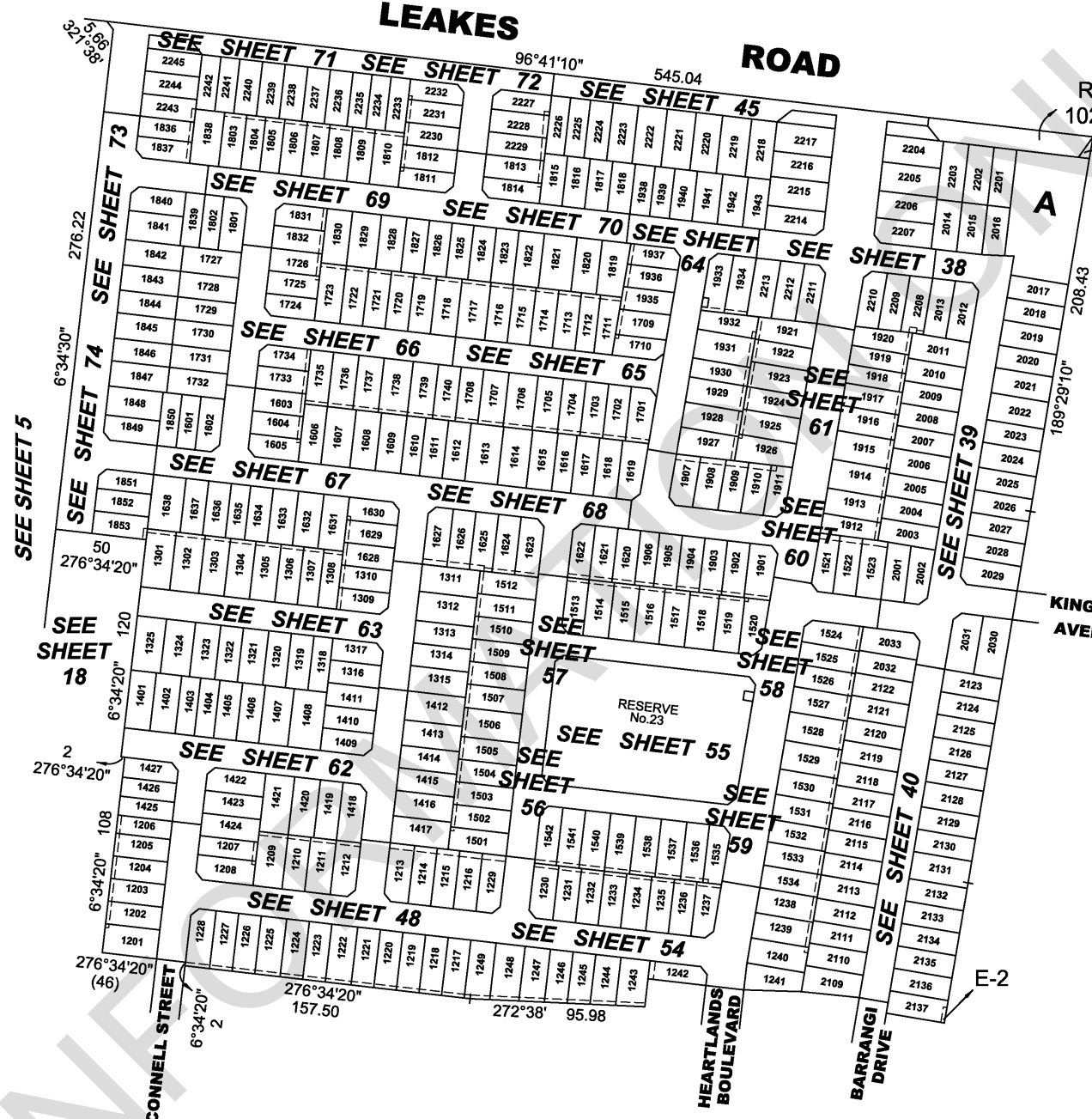
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189°29'10"

MG494 ZONE 55

KINGBIRD AVENUE

E-2



PLAN OF SUBDIVISION

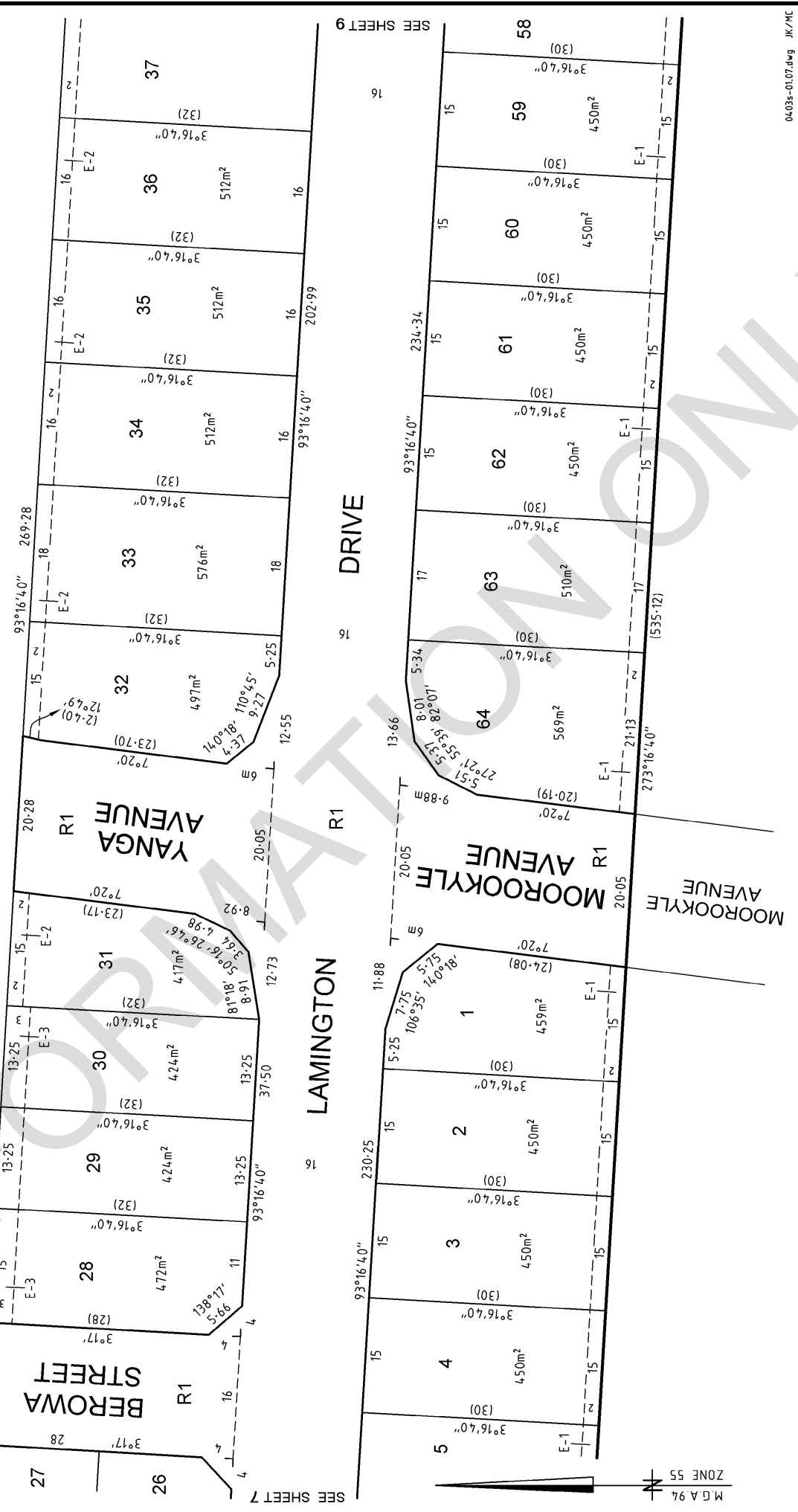
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PLAN NUMBER
PS 633442L

RESERVE No.1

SEE SHEET 10

SEE SHEET 7



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SCALE

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SIGNATURE

DATE

VERSION **R**

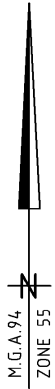
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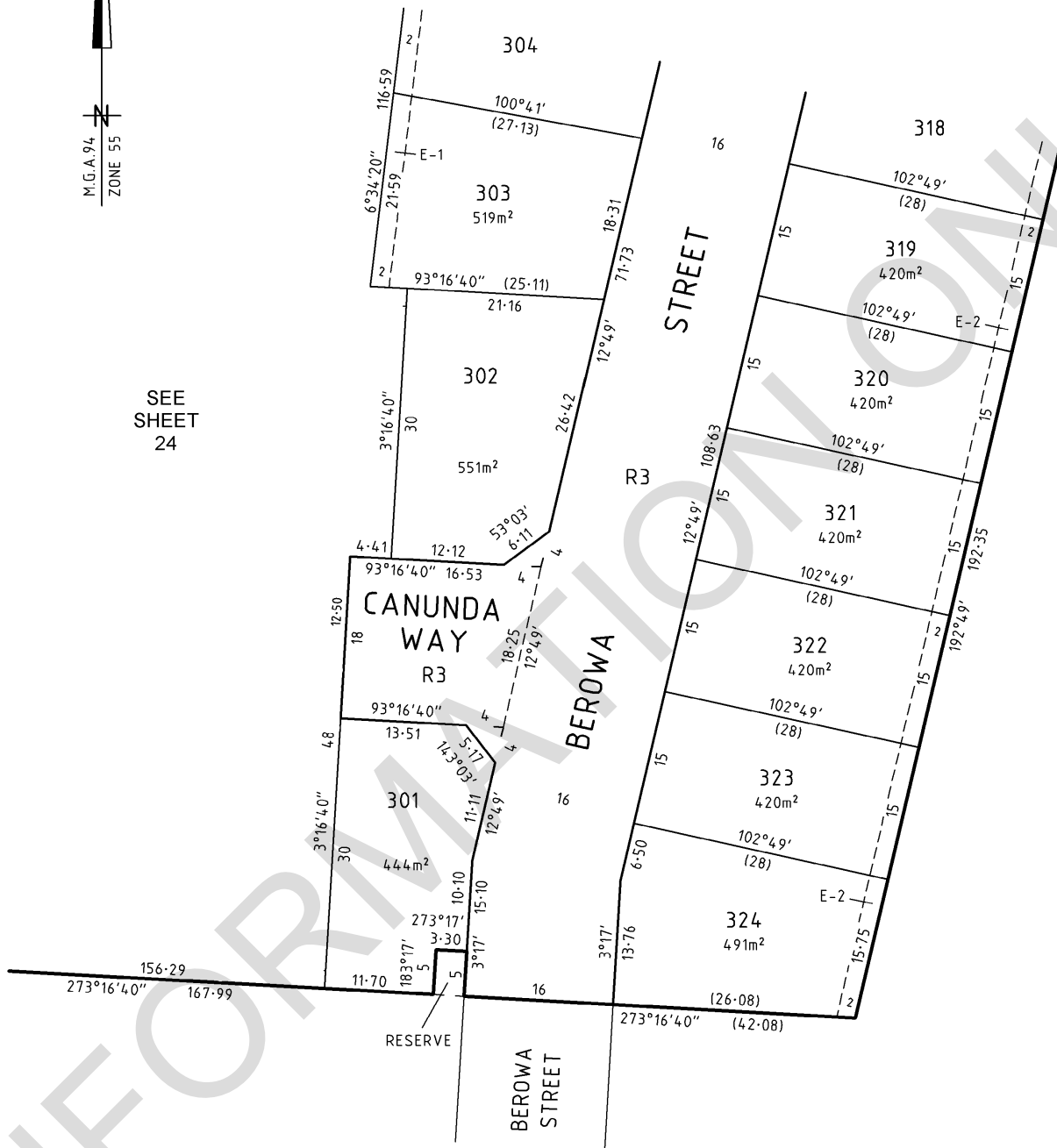
SHEET 8

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 633442L
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SEE SHEET 11



SEE SHEET 24



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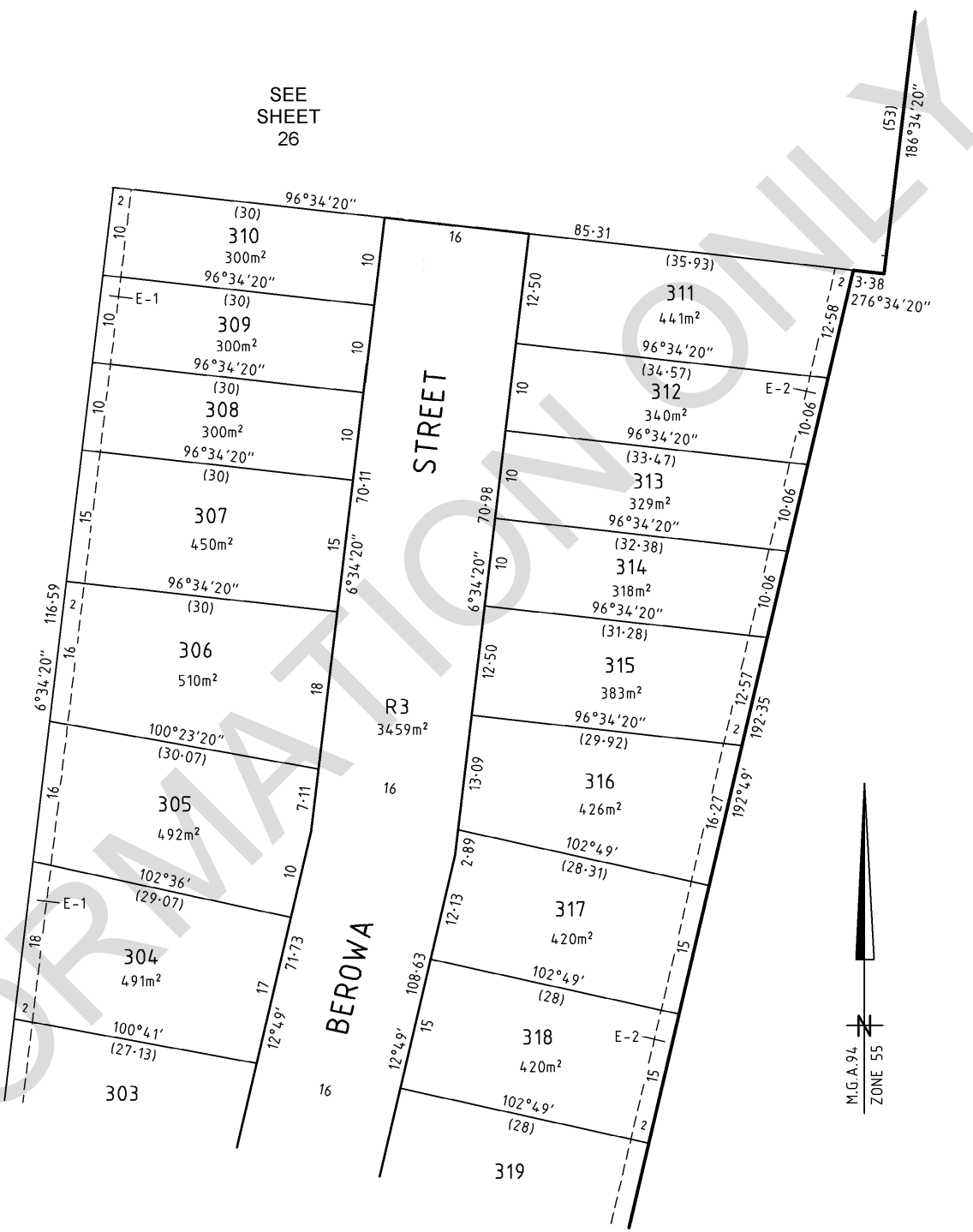
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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 633442L
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SEE SHEET 26

SEE SHEET 24

SEE SHEET 10



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PLAN OF SUBDIVISION

STAGE No.

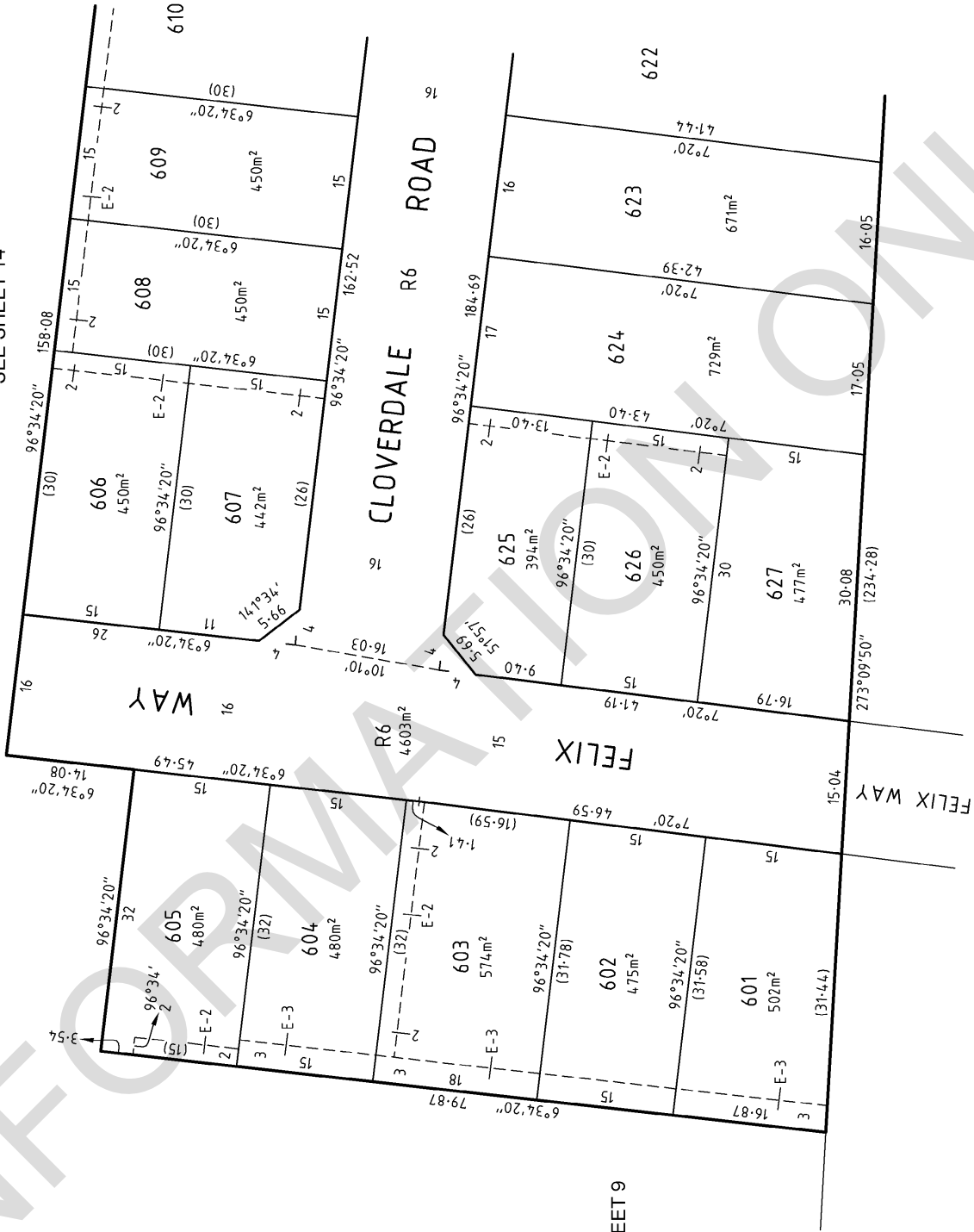
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PS 633442L

SEE SHEET 14

SEE SHEET 13

SEE SHEET 9



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SIGNATURE

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VERSION **G**

REF **0403s-06**

SHEET **12**

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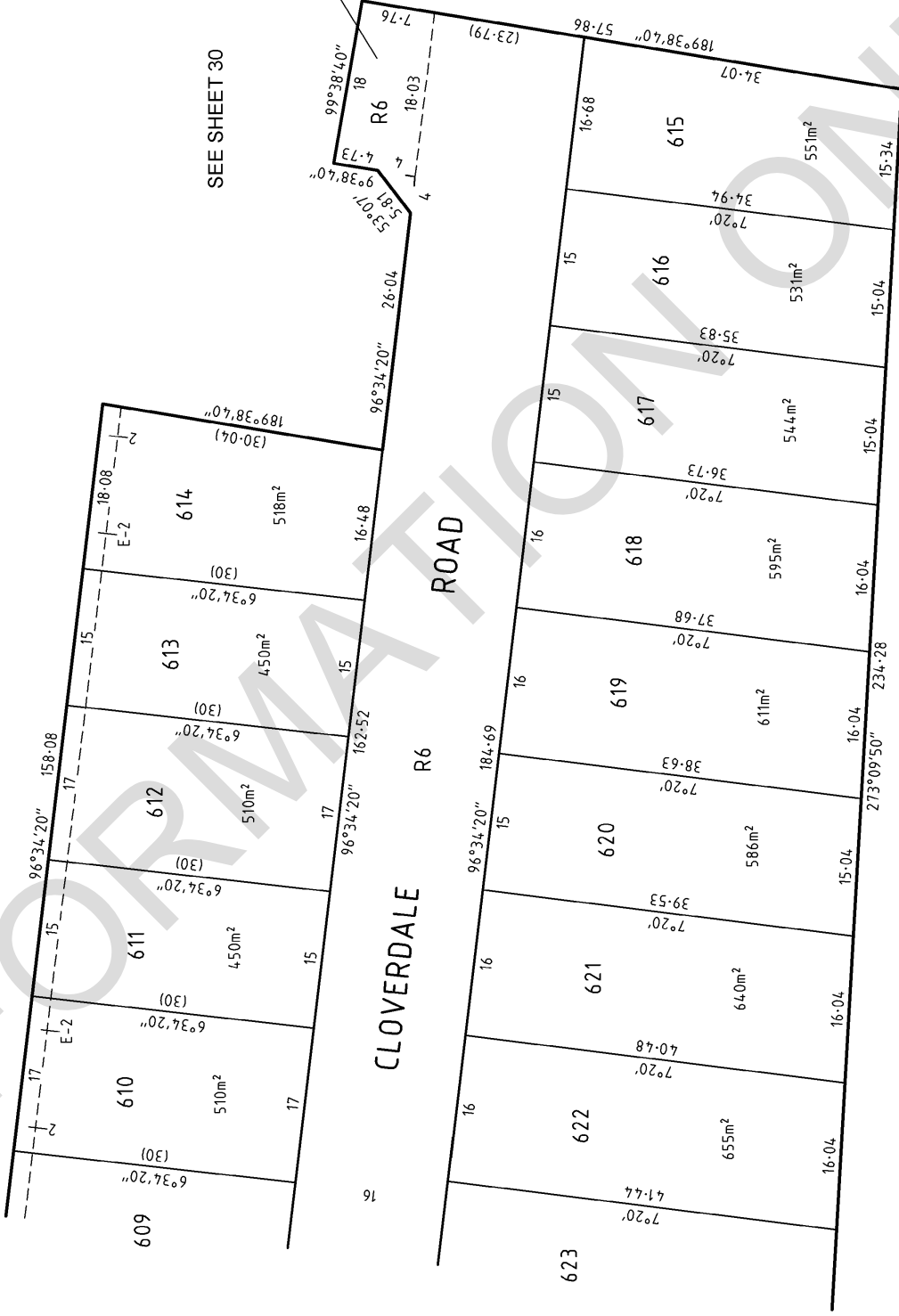
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STAGE No.

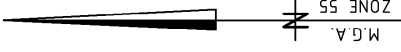
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SEE SHEET 17



SEE SHEET 12

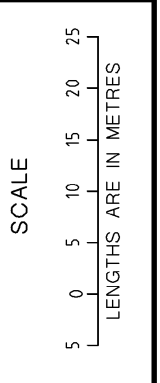


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SHEET 13
DATE
COUNCIL DELEGATE SIGNATURE

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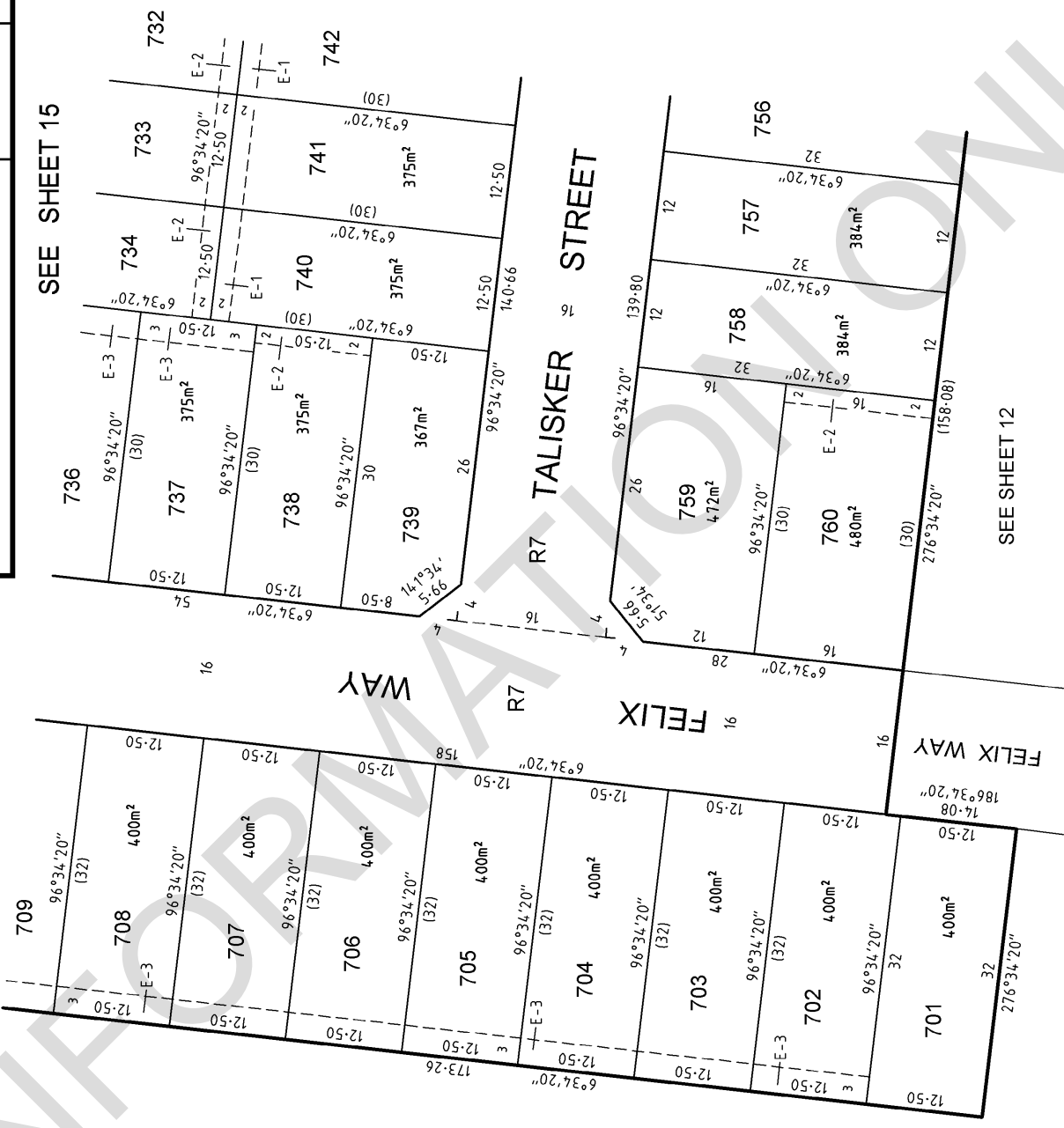
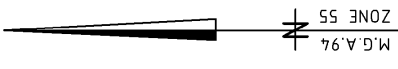
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PLAN OF SUBDIVISION

PLAN NUMBER
PS 633442L



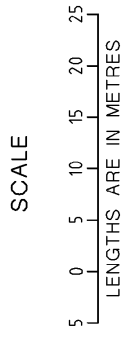
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SEE SHEET 17

SEE SHEET 12



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ORIGINAL SCALE | SHEET SIZE
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LICENSED SURVEYOR (PRINT).....
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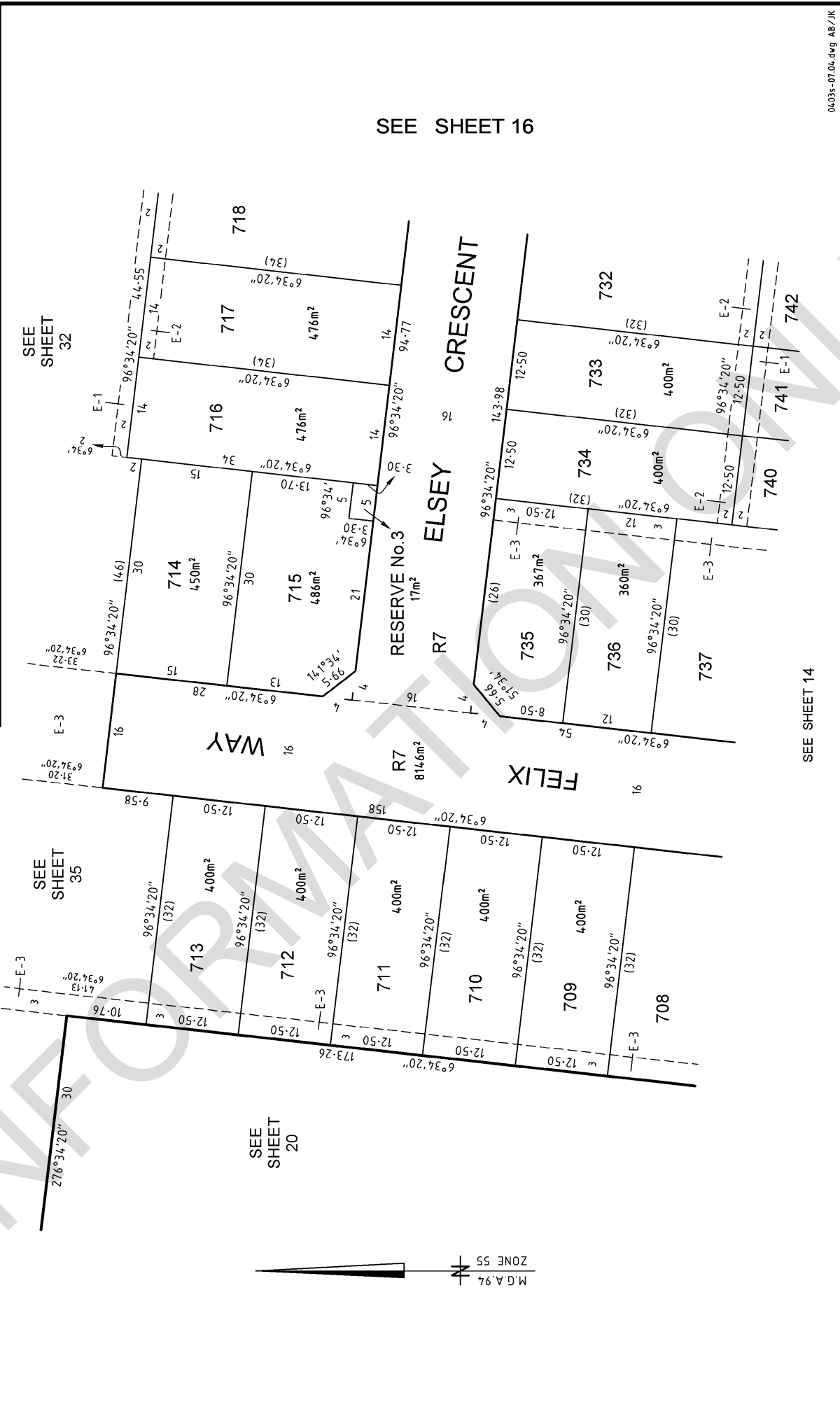
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VERSION **M**

SHEET **14**
DATE
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0403s-07.03.dwg AB7/JK


PLAN OF SUBDIVISION

PLAN NUMBER
PS 633442L



SEE SHEET 16

SEE SHEET 14

 <p>Meibourne Survey T 9869 0813 F 9869 0901</p>	<p>SCALE</p> <p>5 0 5 10 15 20 25</p> <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SCALE</p> <p>1:500</p>	<p>LICENSED SURVEYOR (PRINT)</p> <p>SIGNATURE</p> <p>REF 04035-07</p>	<p>SHEET 15</p> <p>DATE</p> <p>COUNCIL DELEGATE SIGNATURE</p>
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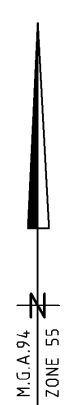
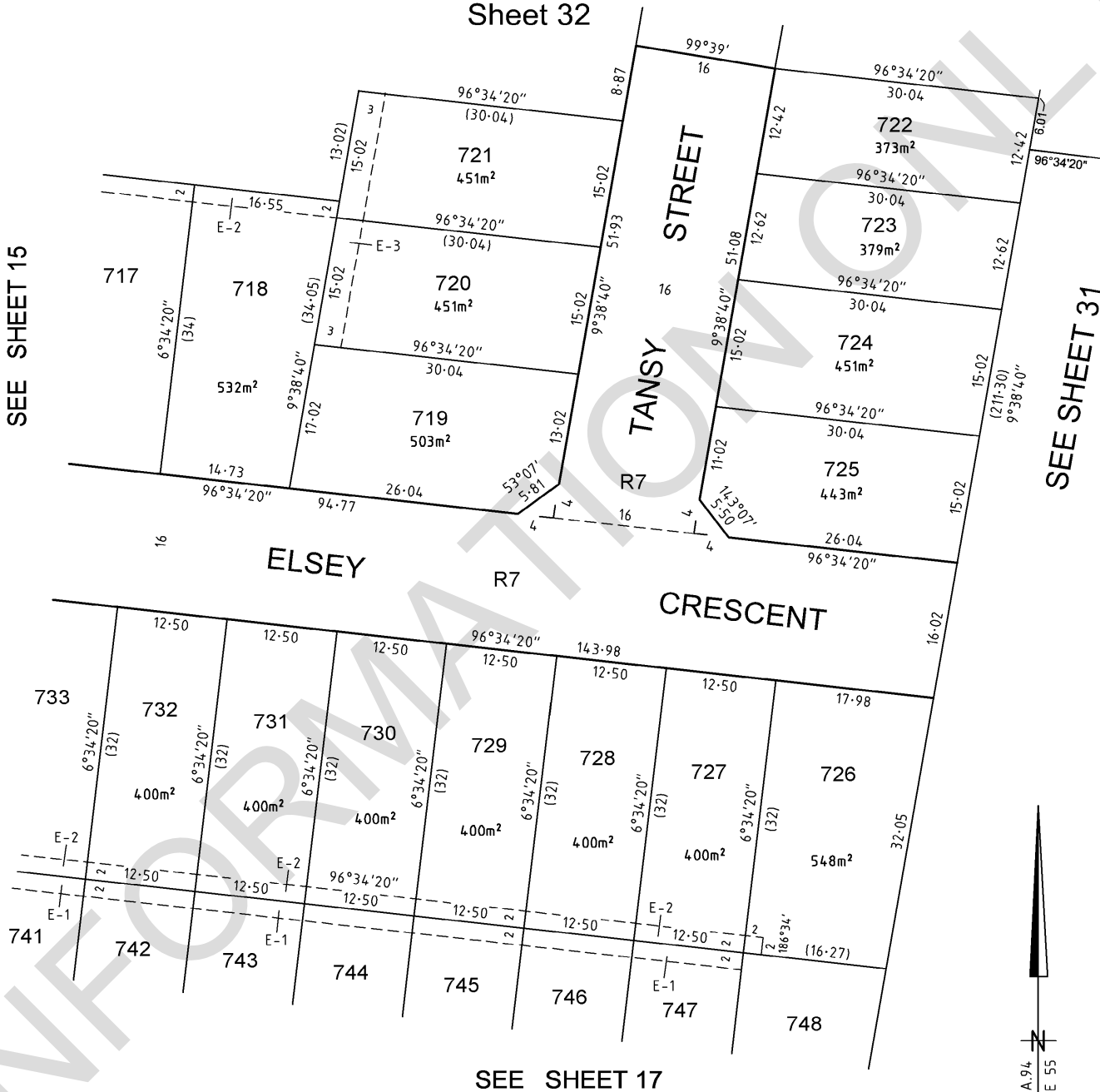
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PLAN NUMBER
PS 633442L

See
Sheet 32

SEE SHEET 15

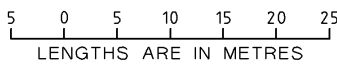
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0403s-07.05.dwg AB/JK

SCALE



ORIGINAL

SCALE 1:500
SHEET SIZE A3

LICENSED SURVEYOR (PRINT).....
 SIGNATURE DATE
 REF **0403s-07** VERSION **M**

SHEET 16

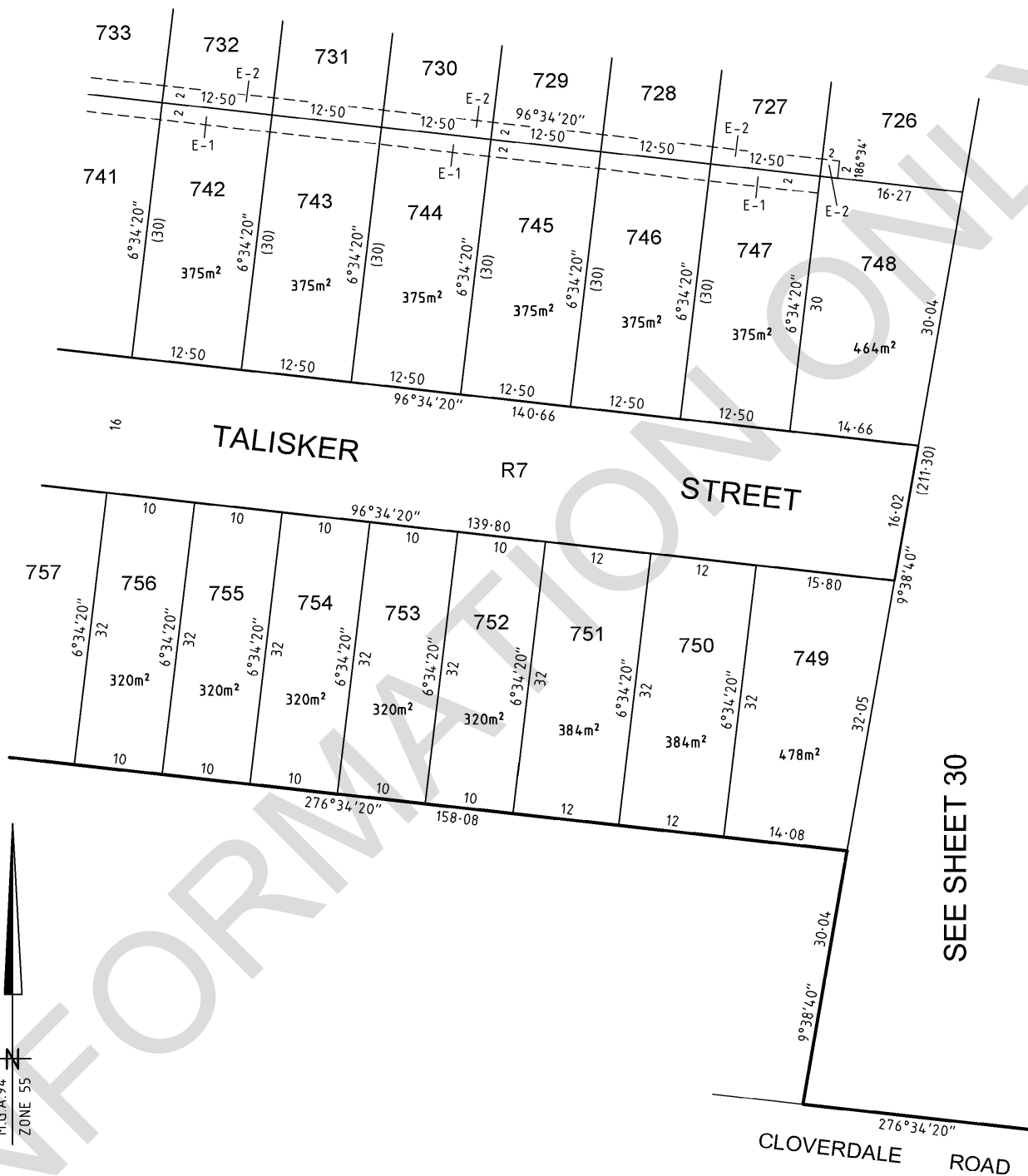
DATE
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

PLAN NUMBER
PS 633442L

SEE SHEET 16

SEE SHEET 14



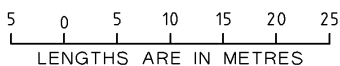
SEE SHEET 30



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0403s-07.06.dwg AB / JK

SCALE



ORIGINAL

SCALE 1:500
SHEET SIZE A3

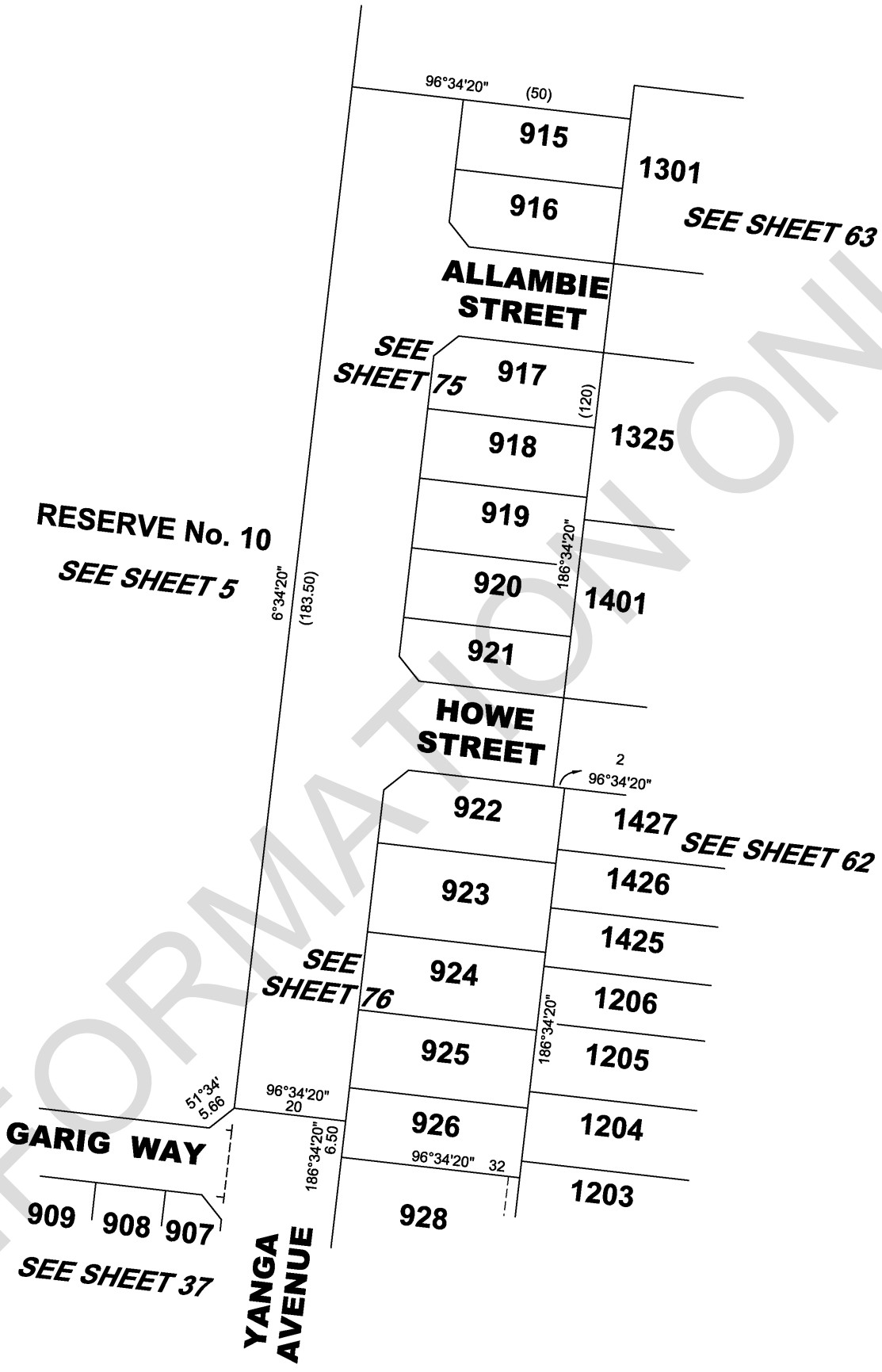
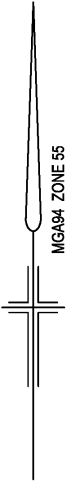
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 SIGNATURE DATE
 REF **0403s-07** VERSION **M**

SHEET 17

DATE
COUNCIL DELEGATE SIGNATURE

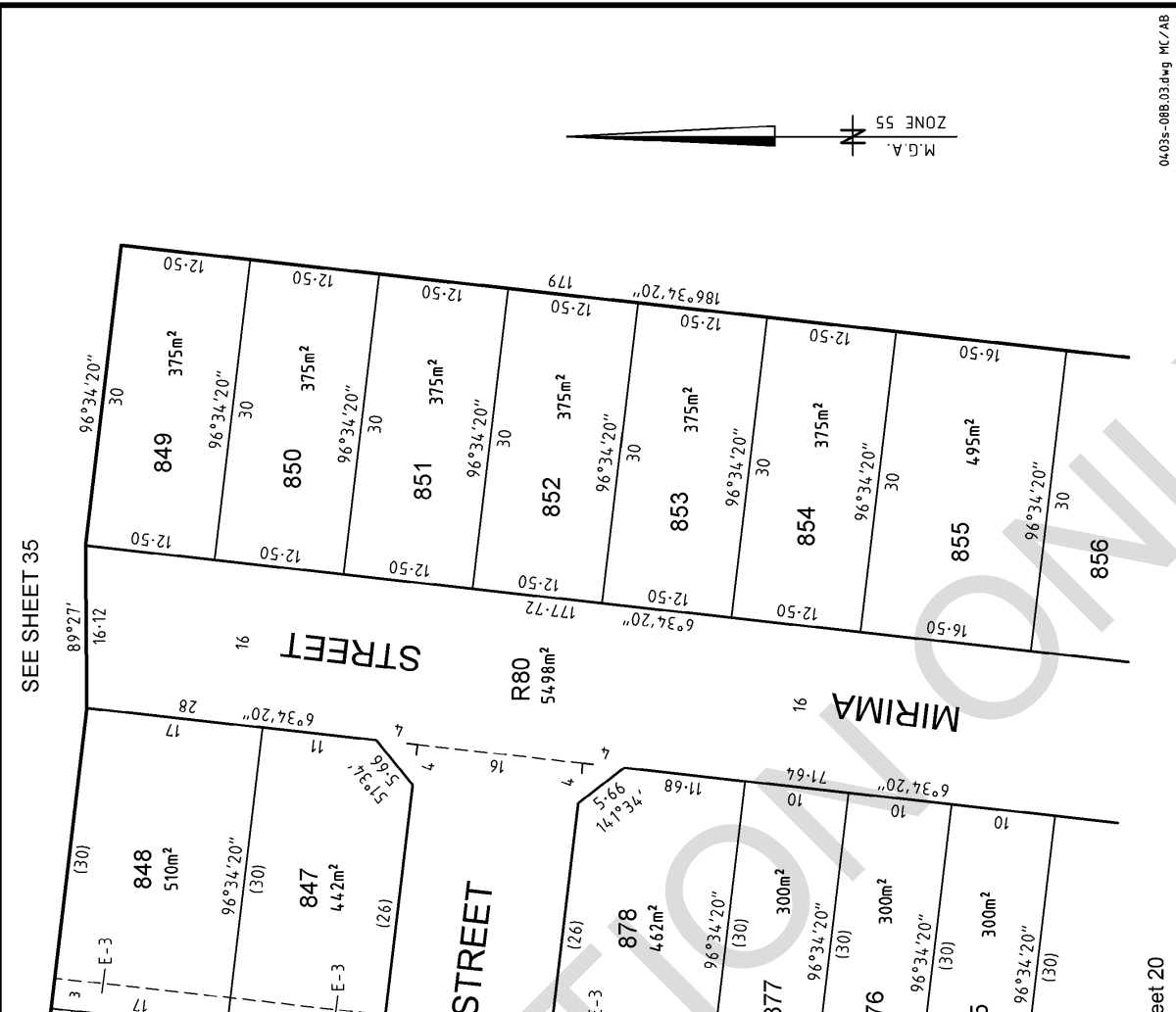
SUBDIVISION ACT 1988
PLAN OF SUBDIVISION

PLAN NUMBER
PS 633442L



LICENSED SURVEYOR NEIL OLIVER	REF: 21873	VERSION: COMP18D.DGN	SHEET 18
	DATE:	COUNCIL NAME : WYNDHAM CITY COUNCIL	
Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au	SCALE LENGTHS ARE IN METRES		REF : SPEAR REF :
	ORIGINAL SCALE 1:750	SHEET SIZE A3	

PLAN OF SUBDIVISION



SEE SHEET 35

SEE SHEET 21

See Sheet 20

STAGE No. PS 633442L

PLAN NUMBER PS 633442L

Meibourne Survey T 9869 0813 F 9869 0901

SCALE

5 0 5 10 15 20 25

LENGTHS ARE IN METRES

ORIGINAL SCALE | SHEET SIZE

1:500 A3

LICENSED SURVEYOR (PRINT)

SIGNATURE

DATE

VERSION F

REF 0403s-08B

COUNCIL DELEGATE SIGNATURE

DATE

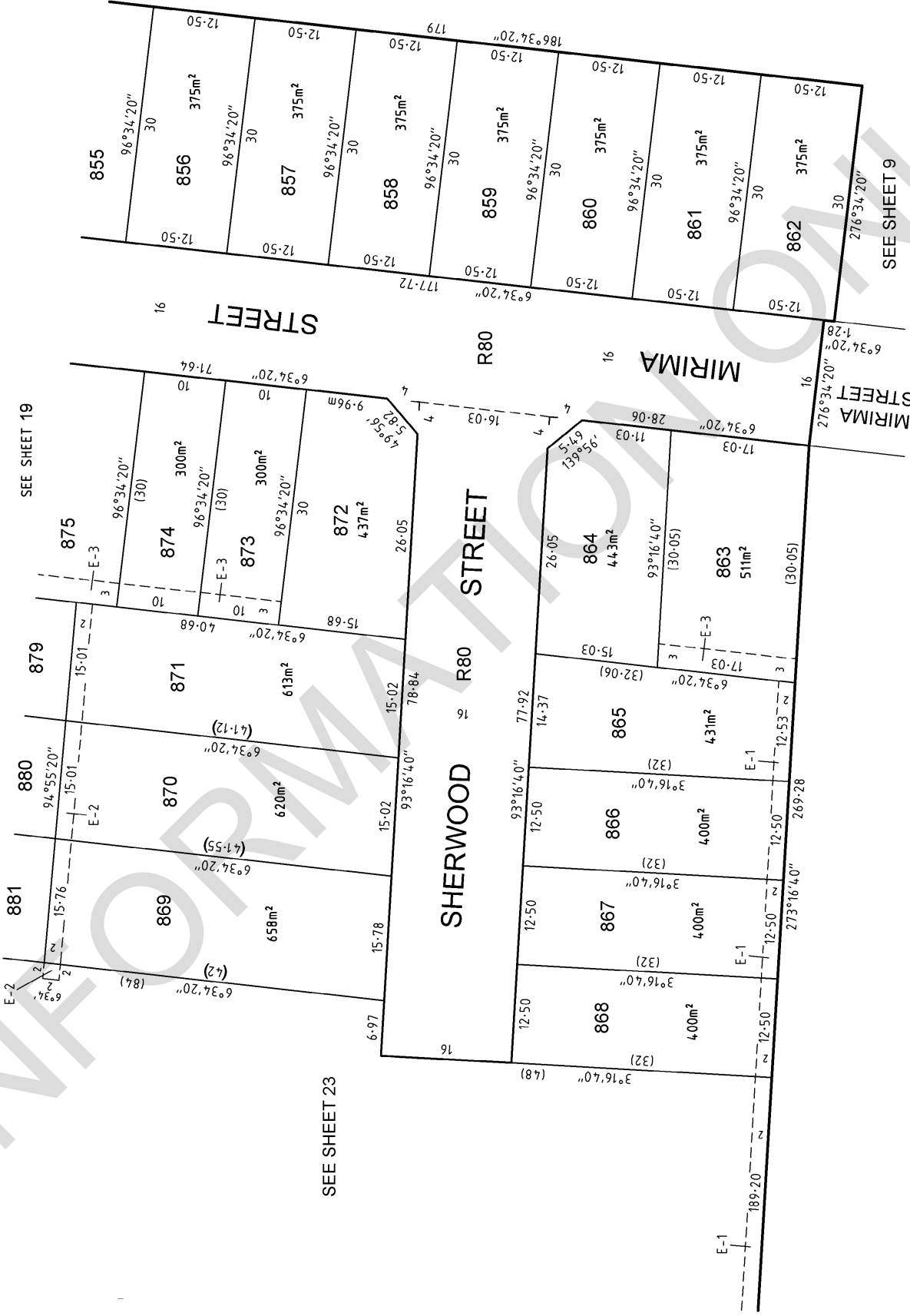
SHEET 19

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 633442L

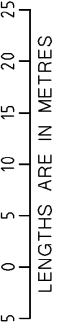


04-03s-08B.04.dwg MC/AB



Melbourne Survey T 9869 0813 F 9869 0901

SCALE



ORIGINAL SCALE | SHEET SIZE

1:500 A3

LICENSED SURVEYOR (PRINT)

SIGNATURE

DATE

VERSION

F

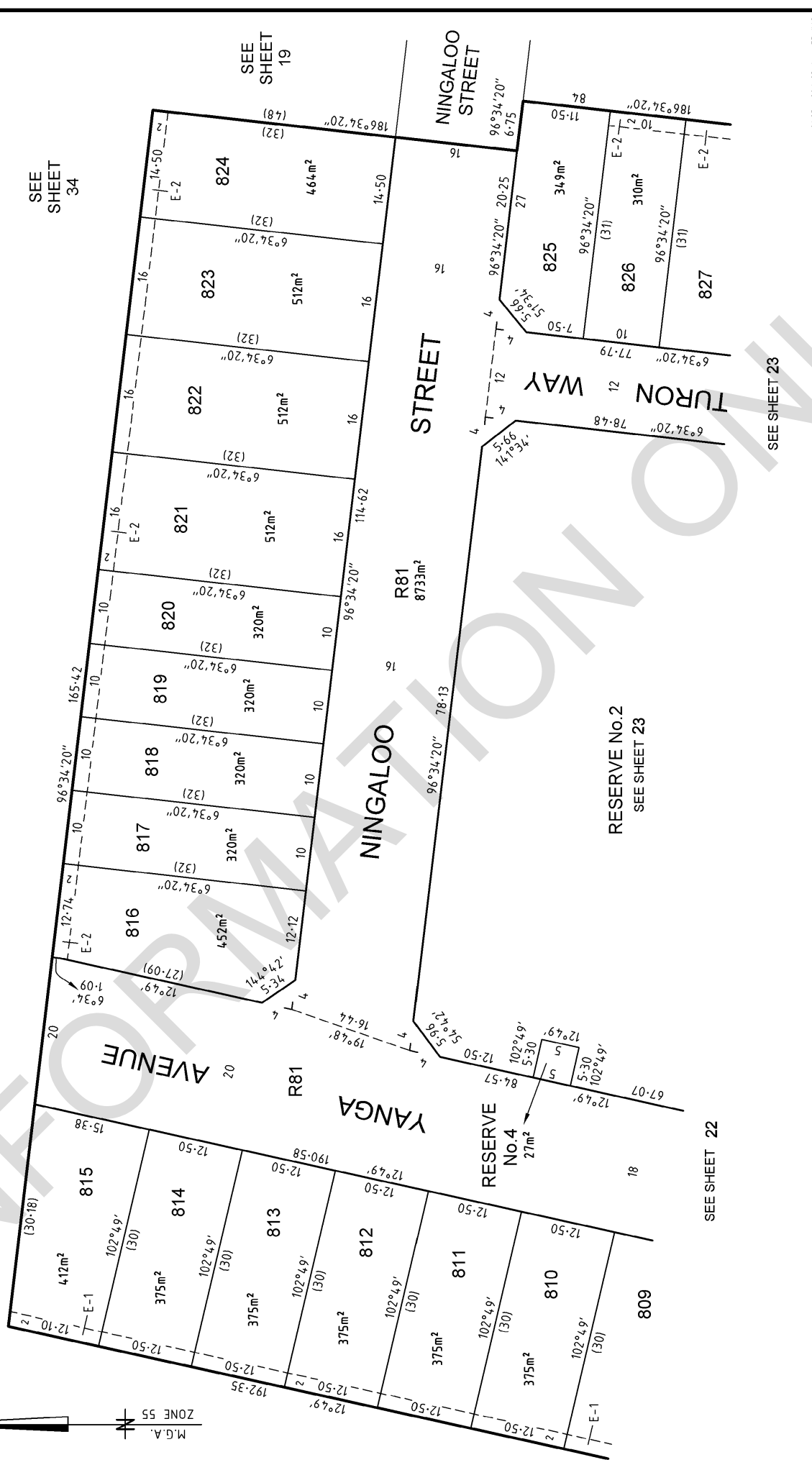
SHEET 20

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER
PS633442L



smec urban
consulting group

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SCALE

5 0 5 10 15 20 25

LENGTHS ARE IN METRES

ORIGINAL SCALE 1:500 A3

LICENSED SURVEYOR (PRINT)

SIGNATURE

REF **0403s-08A**

DATE

VERSION **J**

DATE

COUNCIL DELEGATE SIGNATURE

0403s-08A.03.dwg GD/MC

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 633442L

SEE SHEET 21



SEE SHEET 23

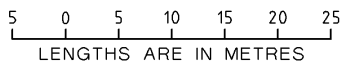
SEE SHEET 8



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0403s-08A.04.dwg GD/MC

SCALE



ORIGINAL

SCALE SHEET SIZE
1:500 A3

LICENSED SURVEYOR (PRINT).....

SIGNATURE

REF **0403s-08A** DATE

VERSION **J**

SHEET 22

DATE

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

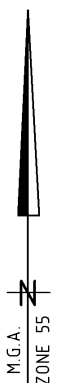
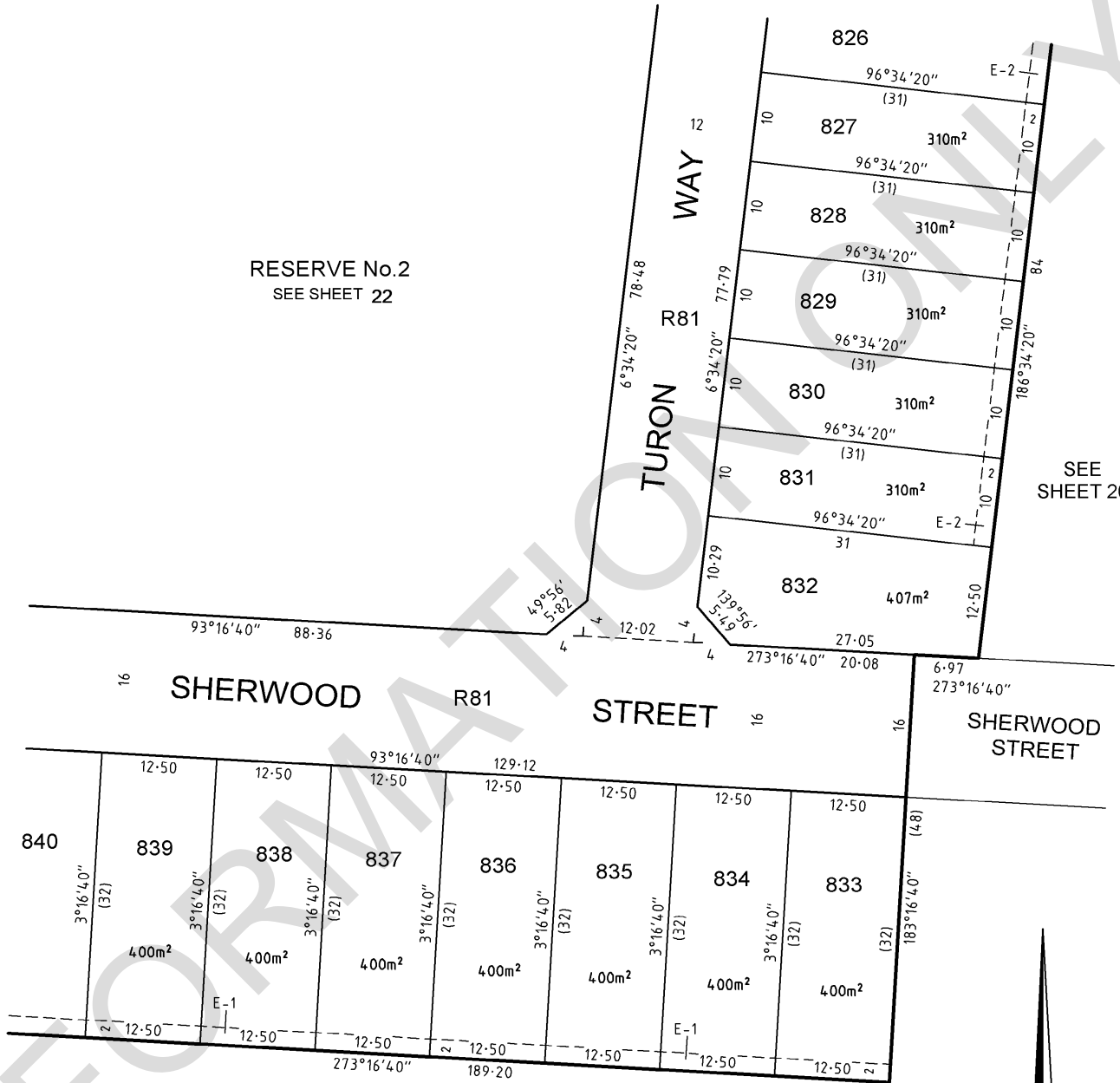
PS633442L

SEE SHEET 21

RESERVE No.2
SEE SHEET 22

SEE SHEET 22

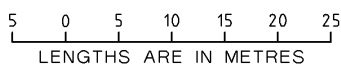
SEE SHEET 20



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0403s-08A.05.dwg GD/MC

SCALE



ORIGINAL

SCALE SHEET
1:500 SIZE
A3

LICENSED SURVEYOR (PRINT).....

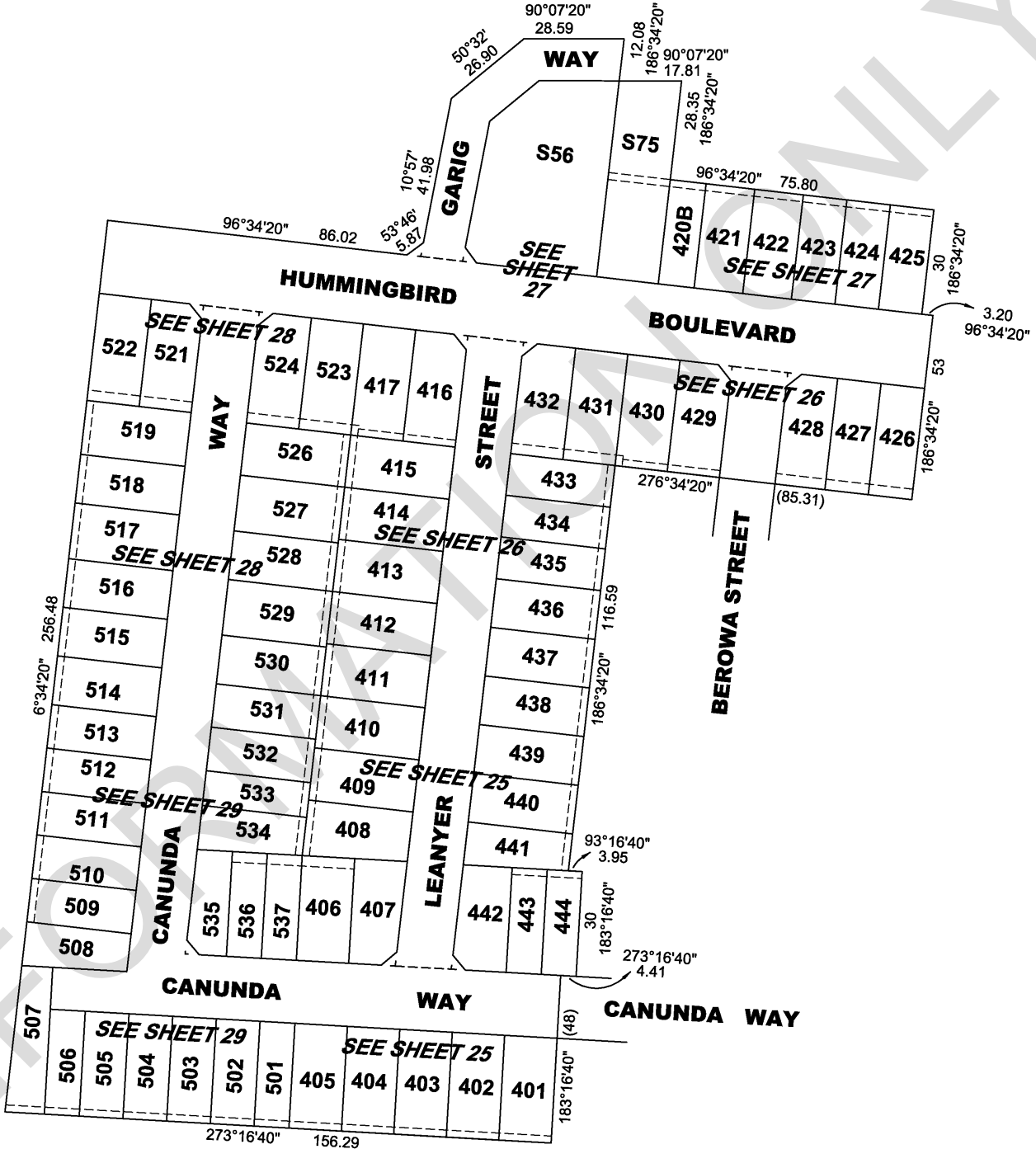
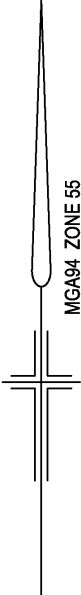
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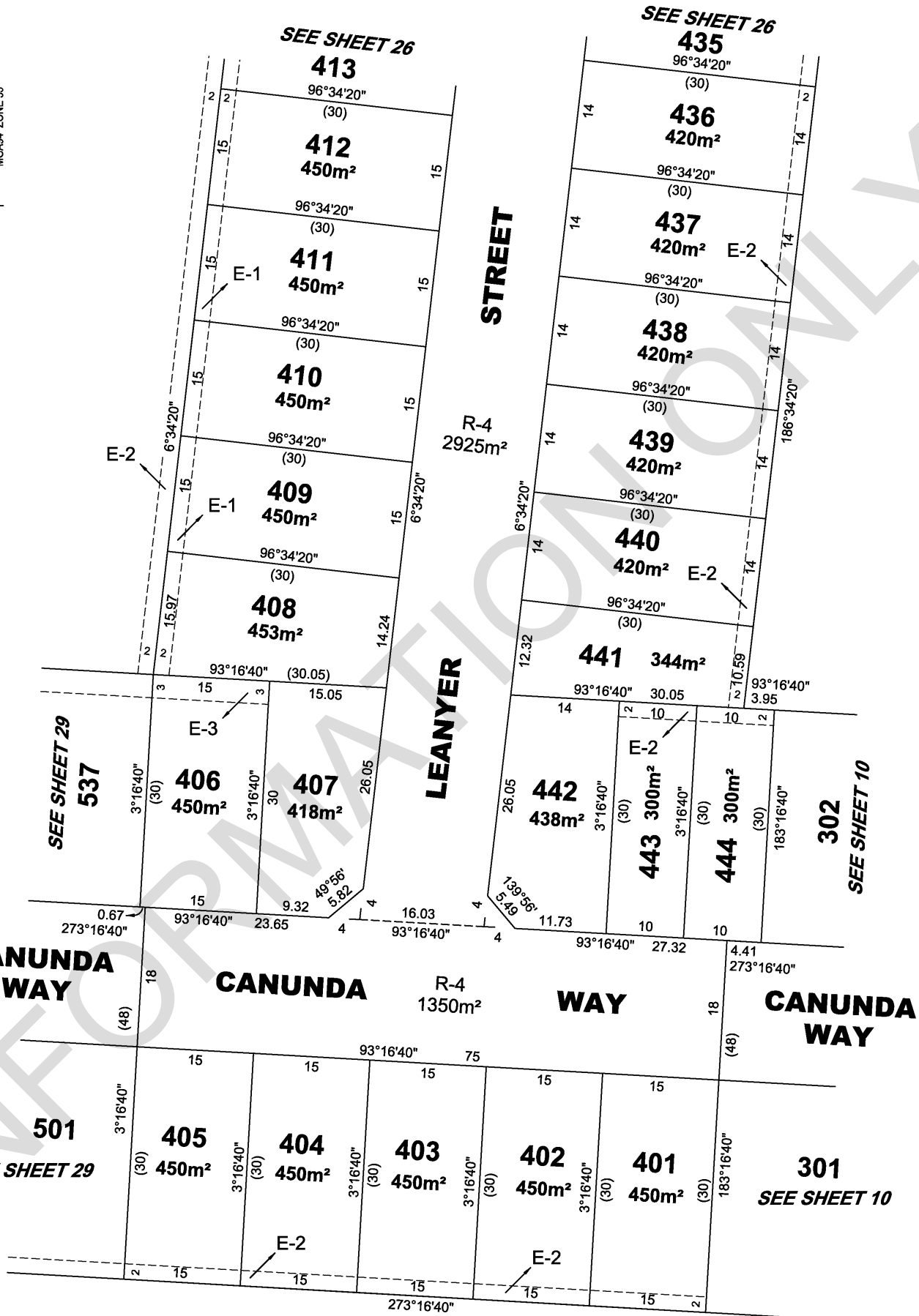
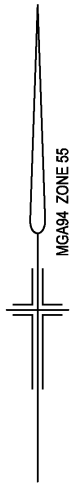
SHEET 23

DATE
COUNCIL DELEGATE SIGNATURE

SUBDIVISION ACT 1988 PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 633442L
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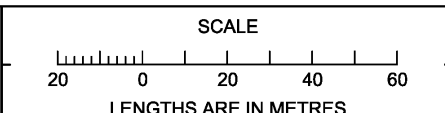
SUBDIVISION ACT 1988
PLAN OF SUBDIVISION
 STAGE No. PLAN NUMBER
PS 633442L



LICENSED SURVEYOR **NEIL OLIVER** SHEET 25

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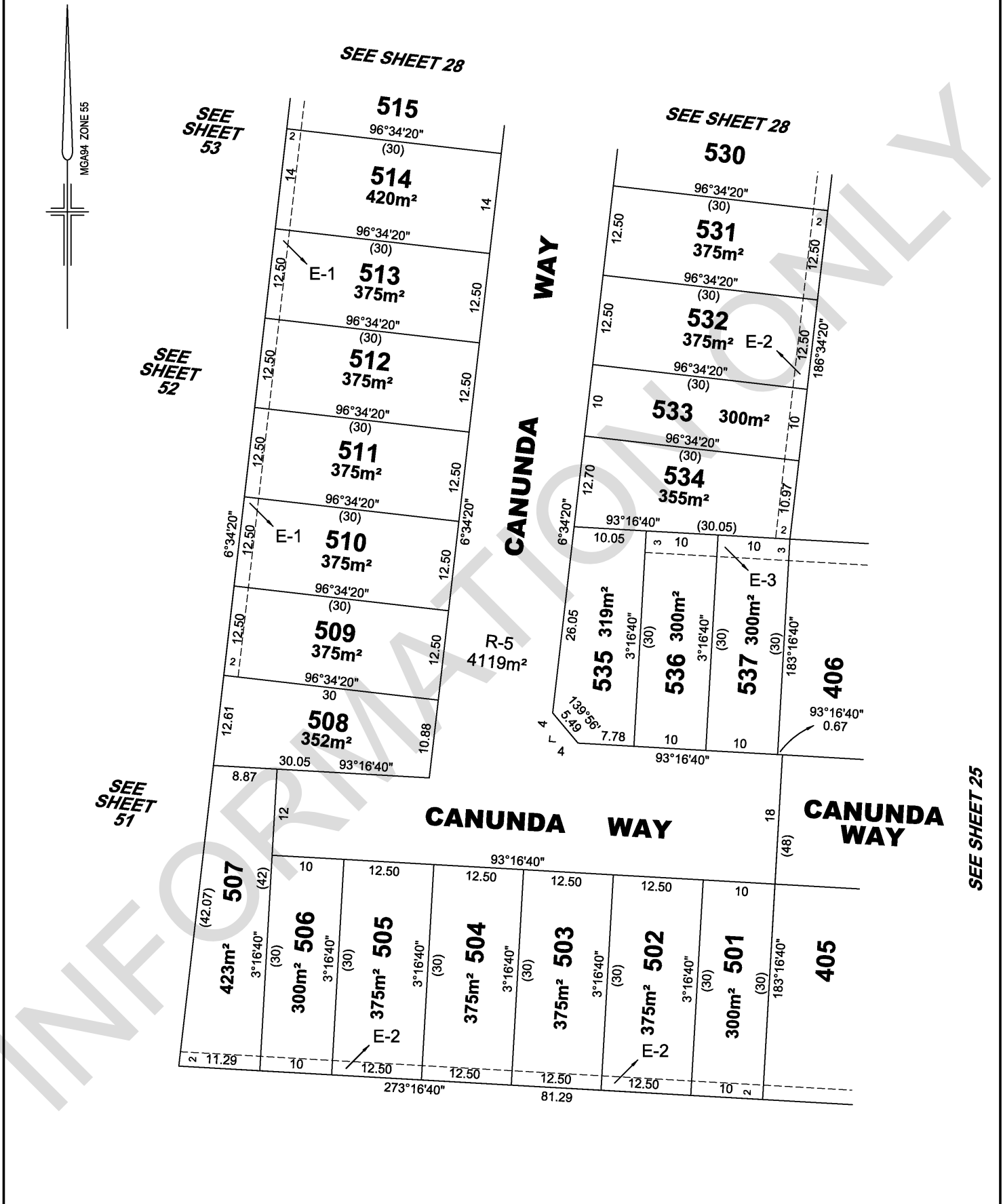
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ORIGINAL SCALE 1:1250
 SHEET SIZE A3

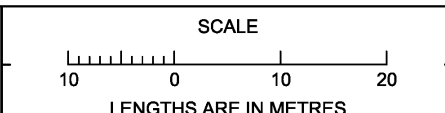
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 VERSION: **B**
 DATE: _____
 COMP25B.DGN

SUBDIVISION ACT 1988	STAGE No.	PLAN NUMBER
PLAN OF SUBDIVISION		PS 633442L



LICENSED SURVEYOR **NEIL OLIVER** DIGITALLY SIGNED SHEET 29

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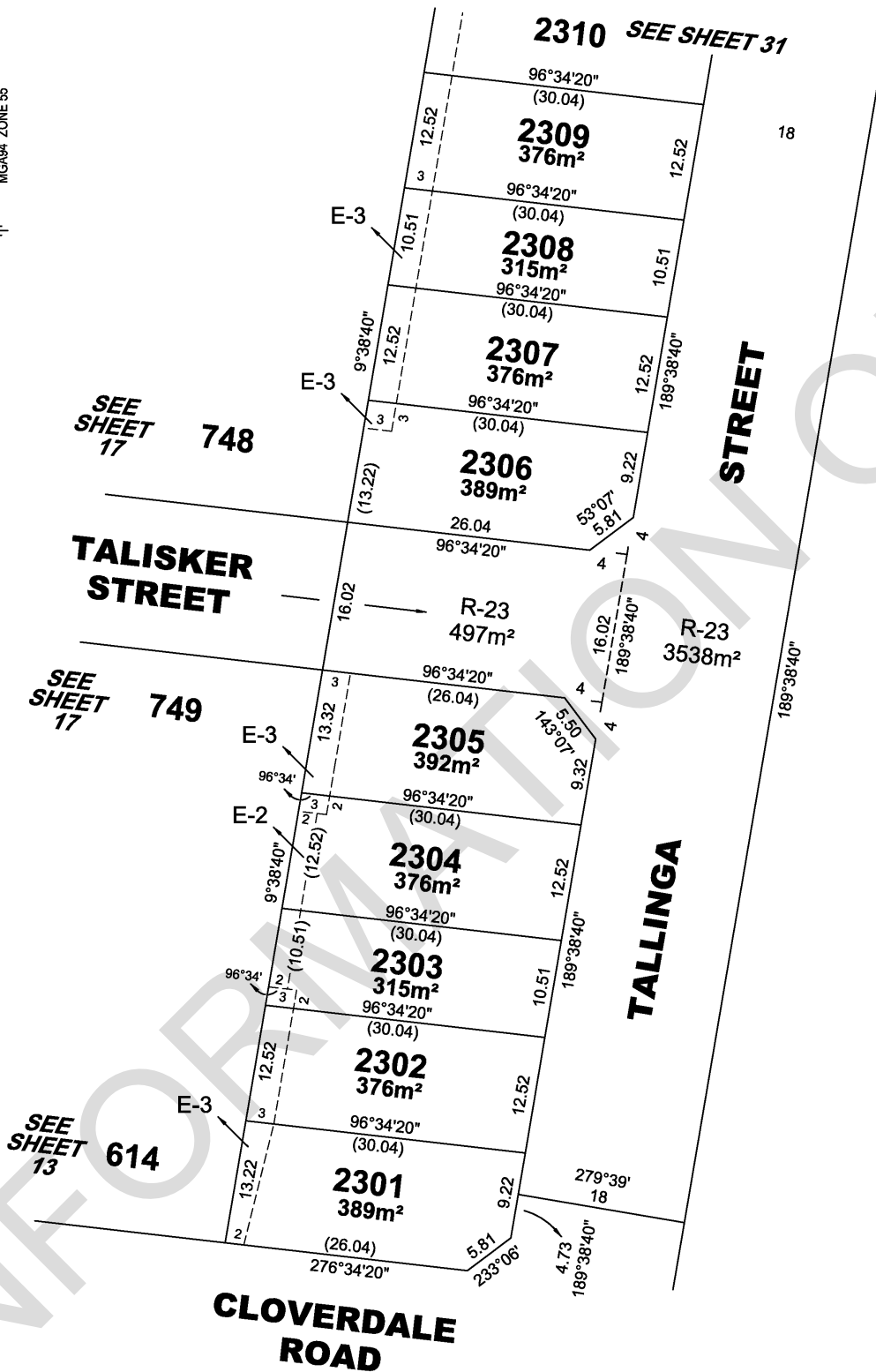
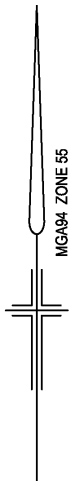


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REF: **21873**
 VERSION:
 DATE: 5COMP29B.DGN

SUBDIVISION ACT 1988
PLAN OF SUBDIVISION

STAGE No. **PLAN NUMBER**
PS 633442L



LICENSED SURVEYOR **NEIL OLIVER**

SHEET 30

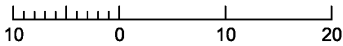


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SCALE



LENGTHS ARE IN METRES

ORIGINAL

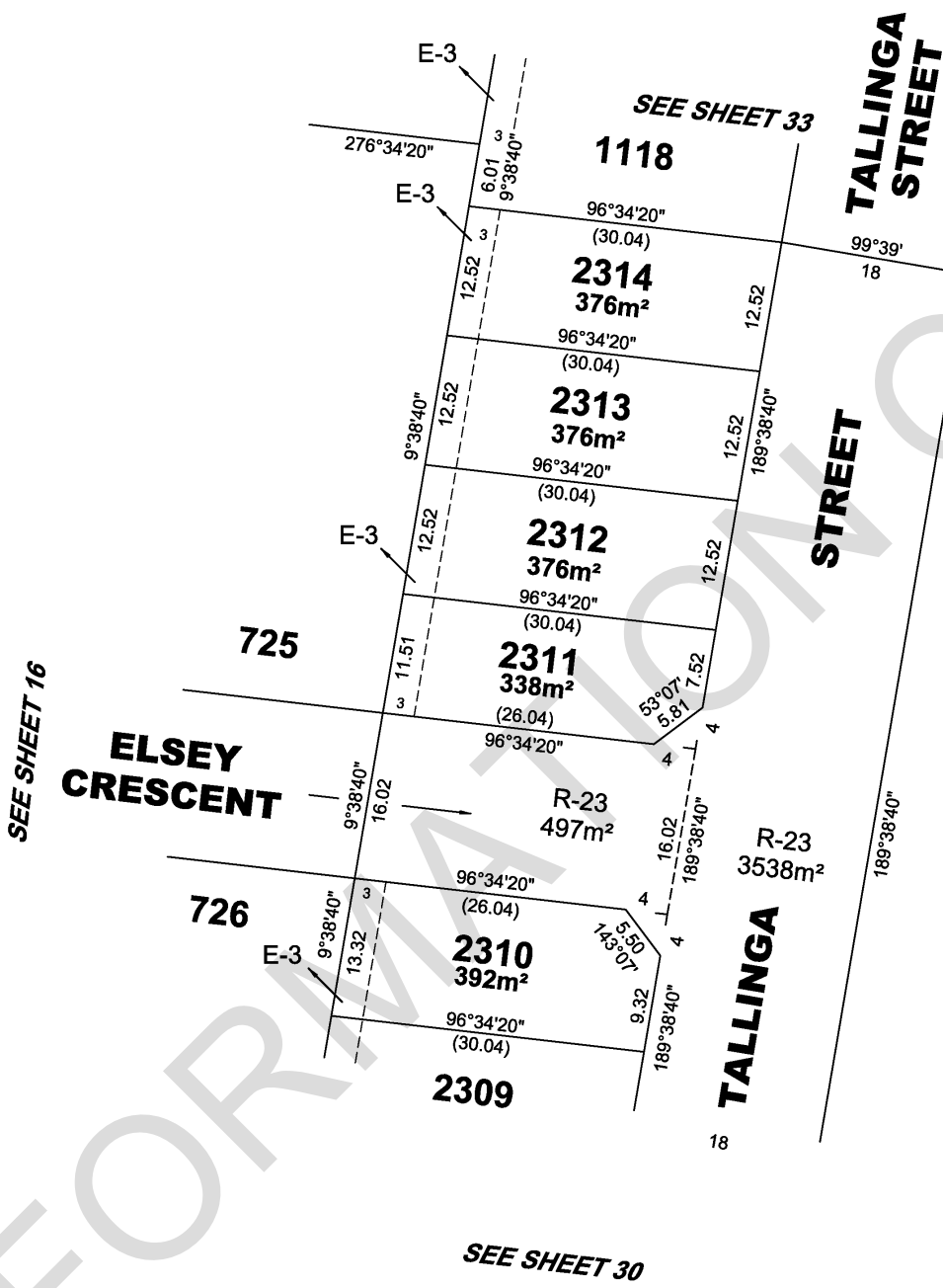
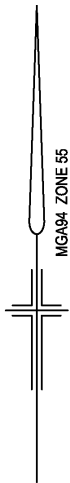
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REF: **21873**

VERSION:
 DATE:

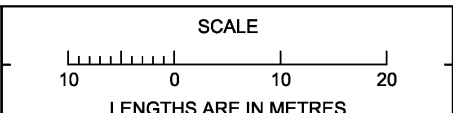
COMP30B.DGN

SUBDIVISION ACT 1988	STAGE No.	PLAN NUMBER
PLAN OF SUBDIVISION		PS 633442L



LICENSED SURVEYOR **NEIL OLIVER** DIGITALLY SIGNED SHEET 31

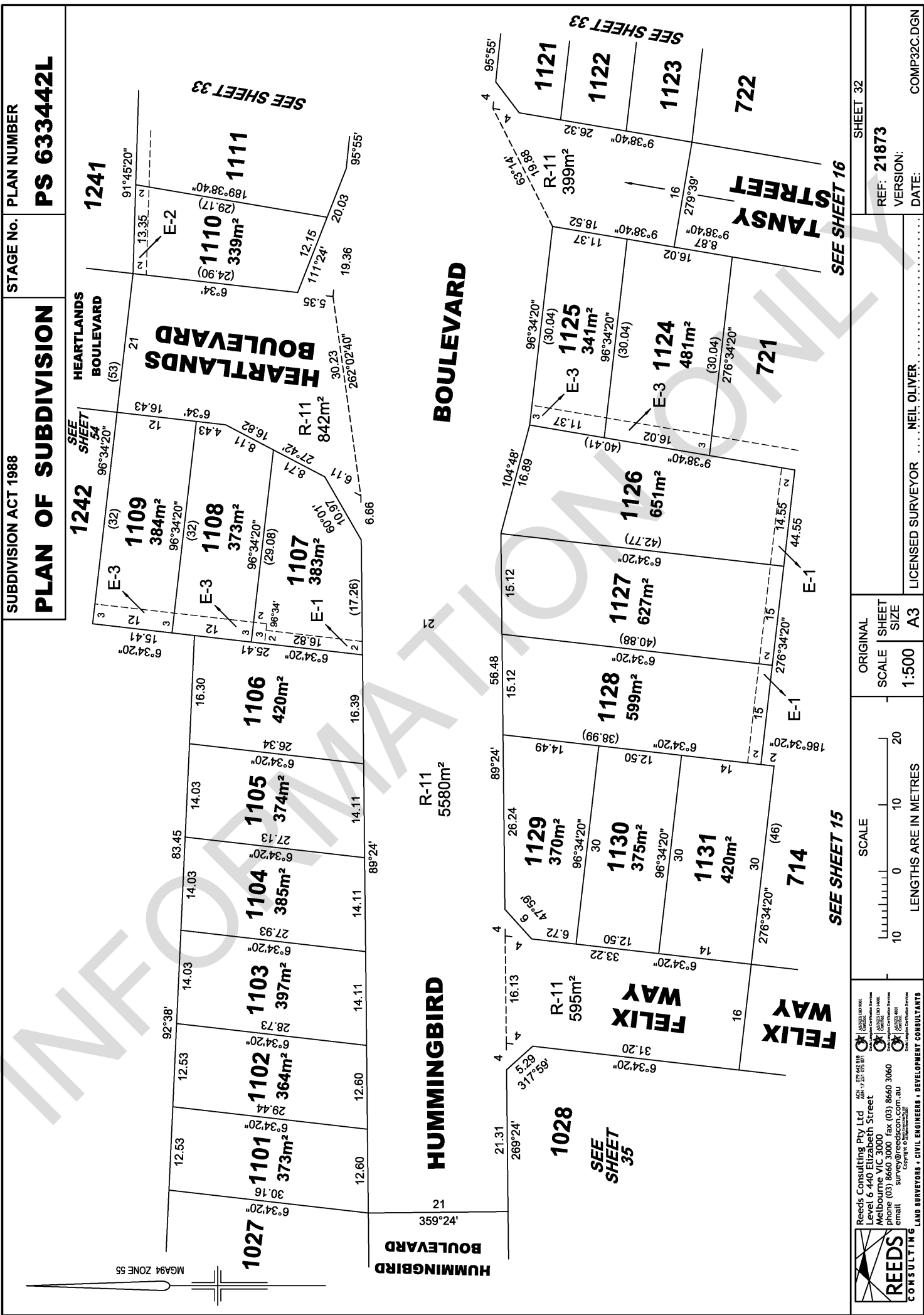
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ORIGINAL SCALE	SHEET SIZE
1:500	A3

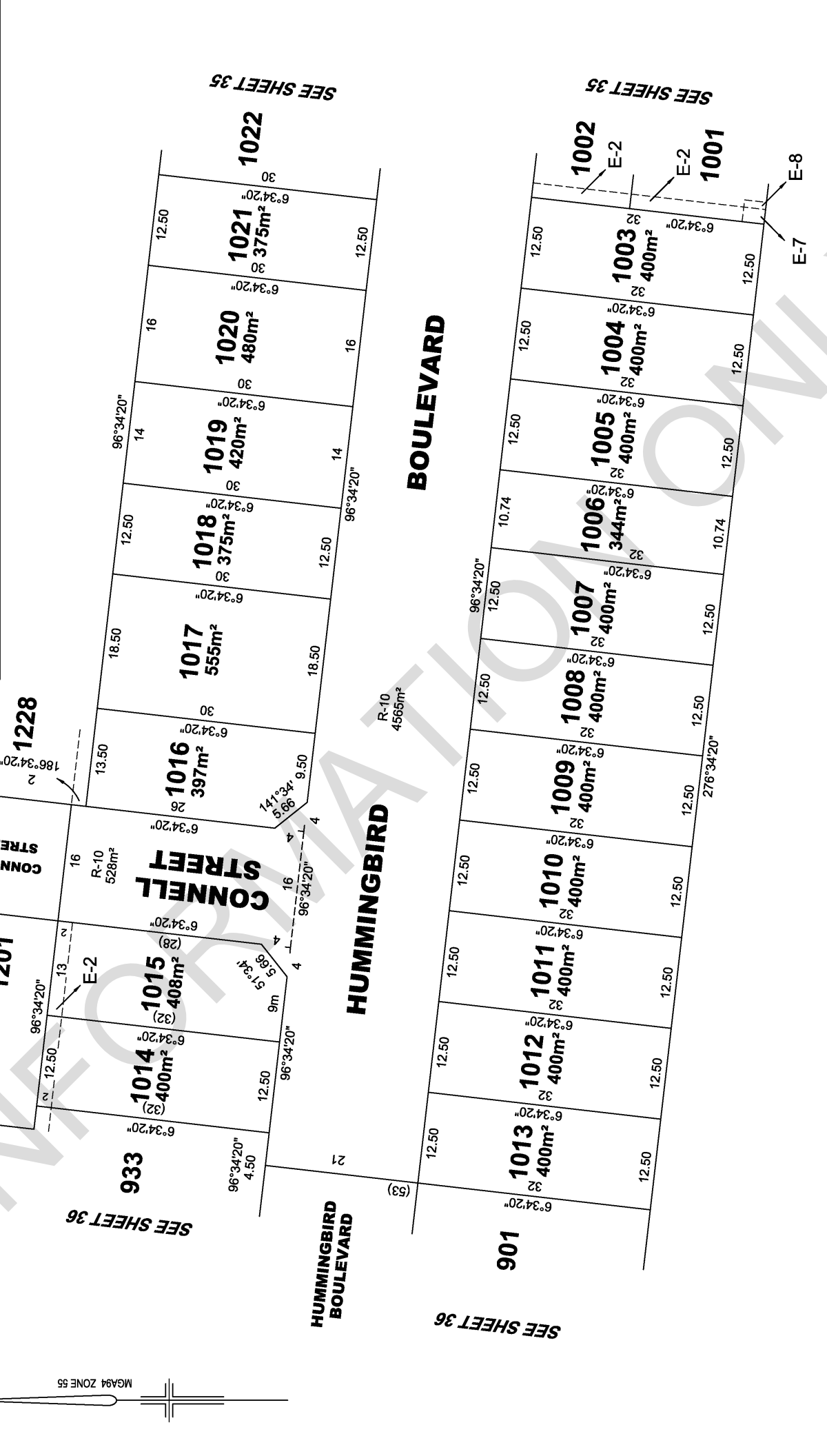
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 VERSION:
 DATE:

COMP31B.DGN



SUBDIVISION ACT 1988
PLAN OF SUBDIVISION
PLAN NUMBER
PS 633442L

SEE SHEET 49
1201
SEE SHEET 36
933
SEE SHEET 35
1022



ORIGINAL SCALE 1:500
SHEET SIZE A3

SCALE
LENGTHS ARE IN METRES
0 10 20

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LICENSED SURVEYOR NEIL OLIVER

VERSION: DATE: REF: 21873

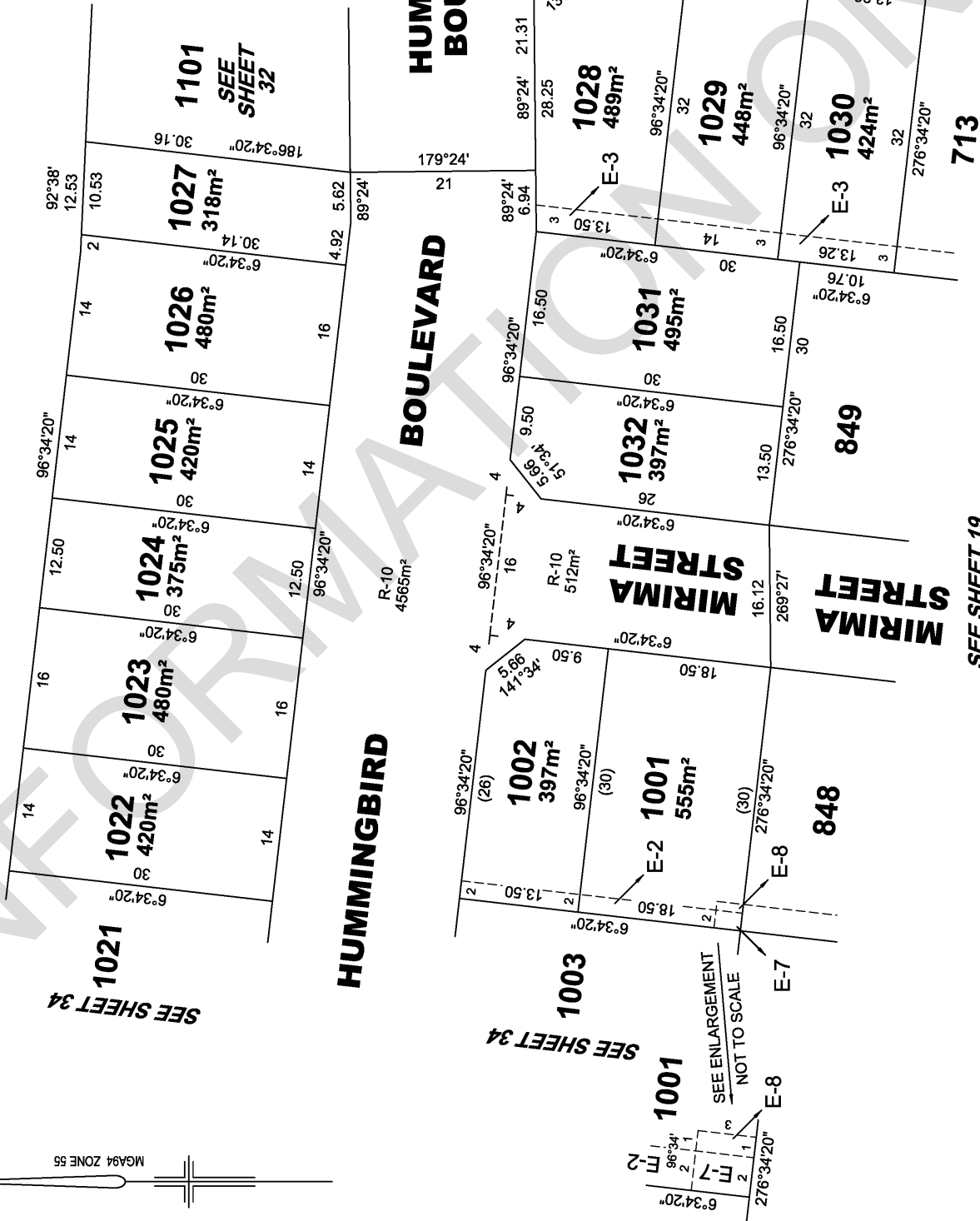
SHEET 34
COUNCIL NAME: WYNDHAM CITY COUNCIL
REF: SPEAR REF: COMP34D.DGN

SUBDIVISION ACT 1988

PLAN NUMBER

PS 633442L

PLAN OF SUBDIVISION



SEE SHEET 15

SEE SHEET 19



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ORIGINAL SCALE	SHEET SIZE
1:500	A3

LICENSED SURVEYOR NEIL OLIVER

SHEET 35

COUNCIL NAME : WYNDHAM CITY COUNCIL

REF :

SPEAR REF :

VERSION :

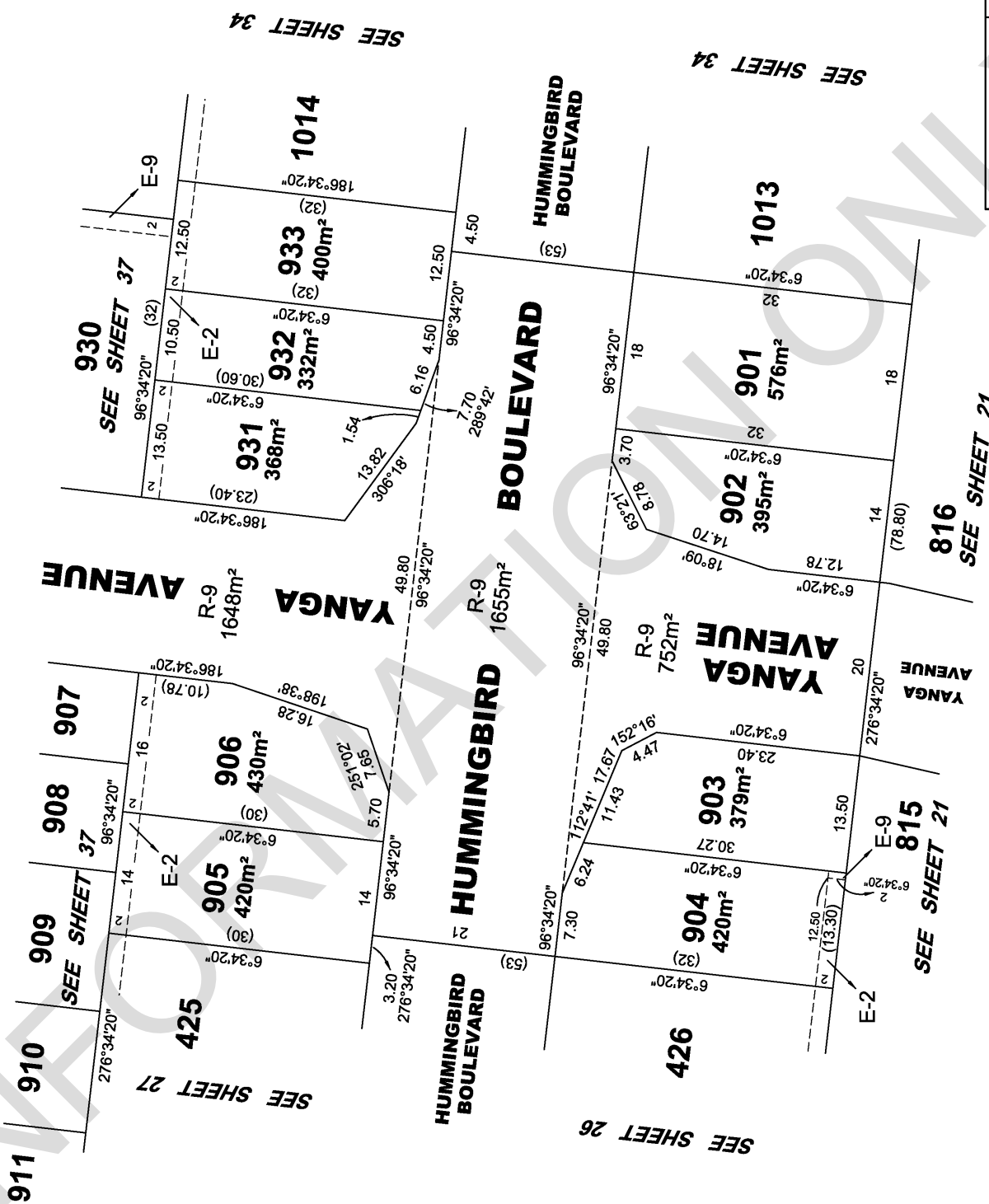
REF: 21873

DATE :

COMP35B.DGN

SUBDIVISION ACT 1988
PLAN OF SUBDIVISION

PLAN NUMBER
PS 633442L



SHEET 36	COUNCIL NAME :
	WYNDHAM CITY COUNCIL
	REF :
	SPEAR REF :

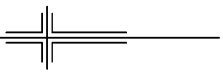
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VERSION :	DATE :
REF :	21873
VERSION :	COMP36B.DGN

ORIGINAL SCALE	SHEET SIZE
1:500	A3

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SEE SHEET 34

SEE SHEET 34

SEE SHEET 27

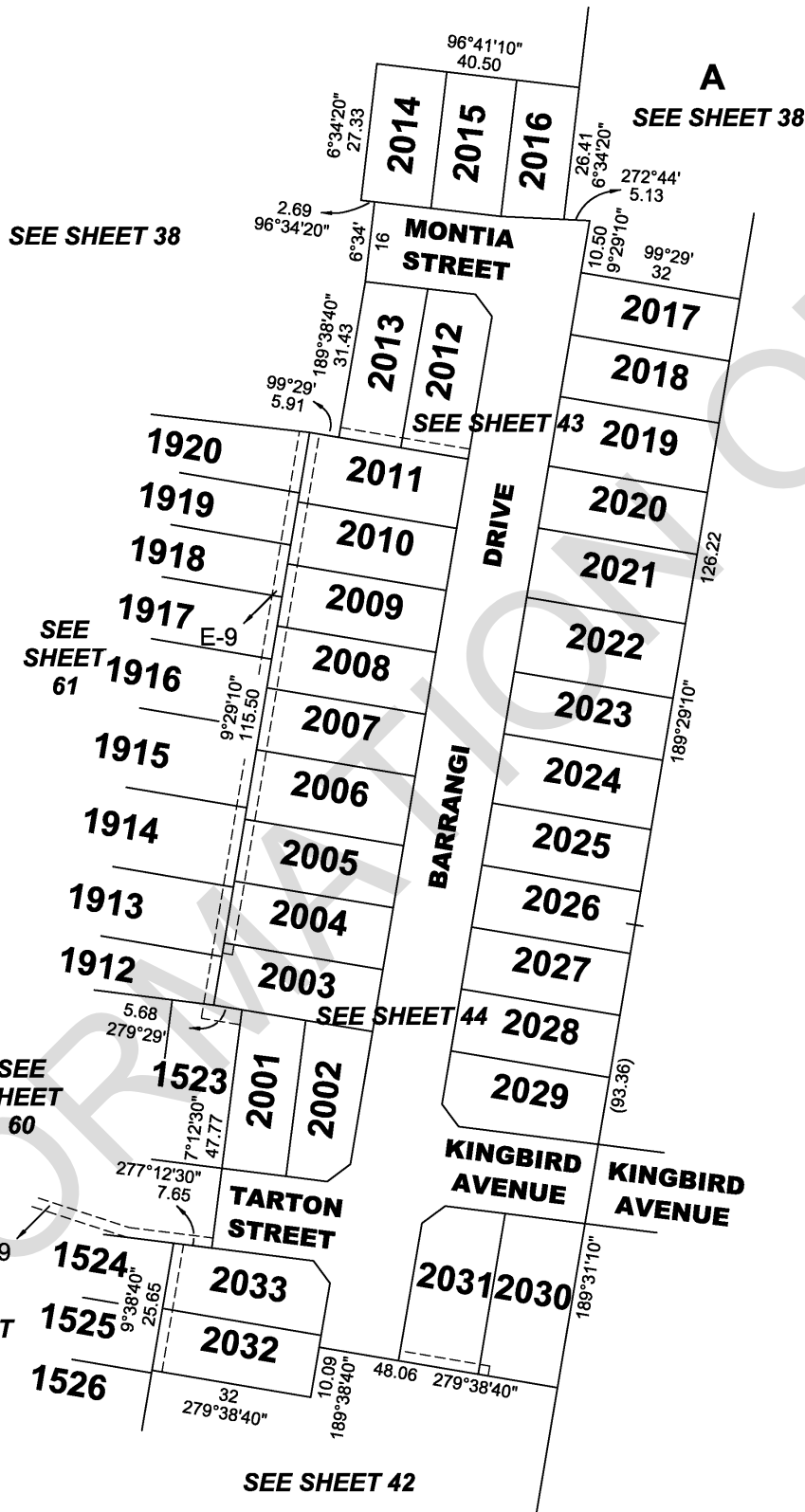
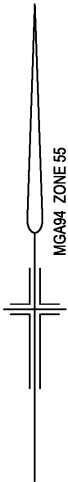
SEE SHEET 26

SEE SHEET 21

SEE SHEET 21

SUBDIVISION ACT 1988
PLAN OF SUBDIVISION

PLAN NUMBER
PS 633442L



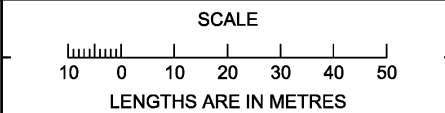
LICENSED SURVEYOR **NEIL OLIVER**
 DIGITALLY SIGNED

REF: **21873** VERSION:
 DATE: COMP39F.DGN

SHEET 39
 COUNCIL NAME :
 WYNDHAM CITY COUNCIL

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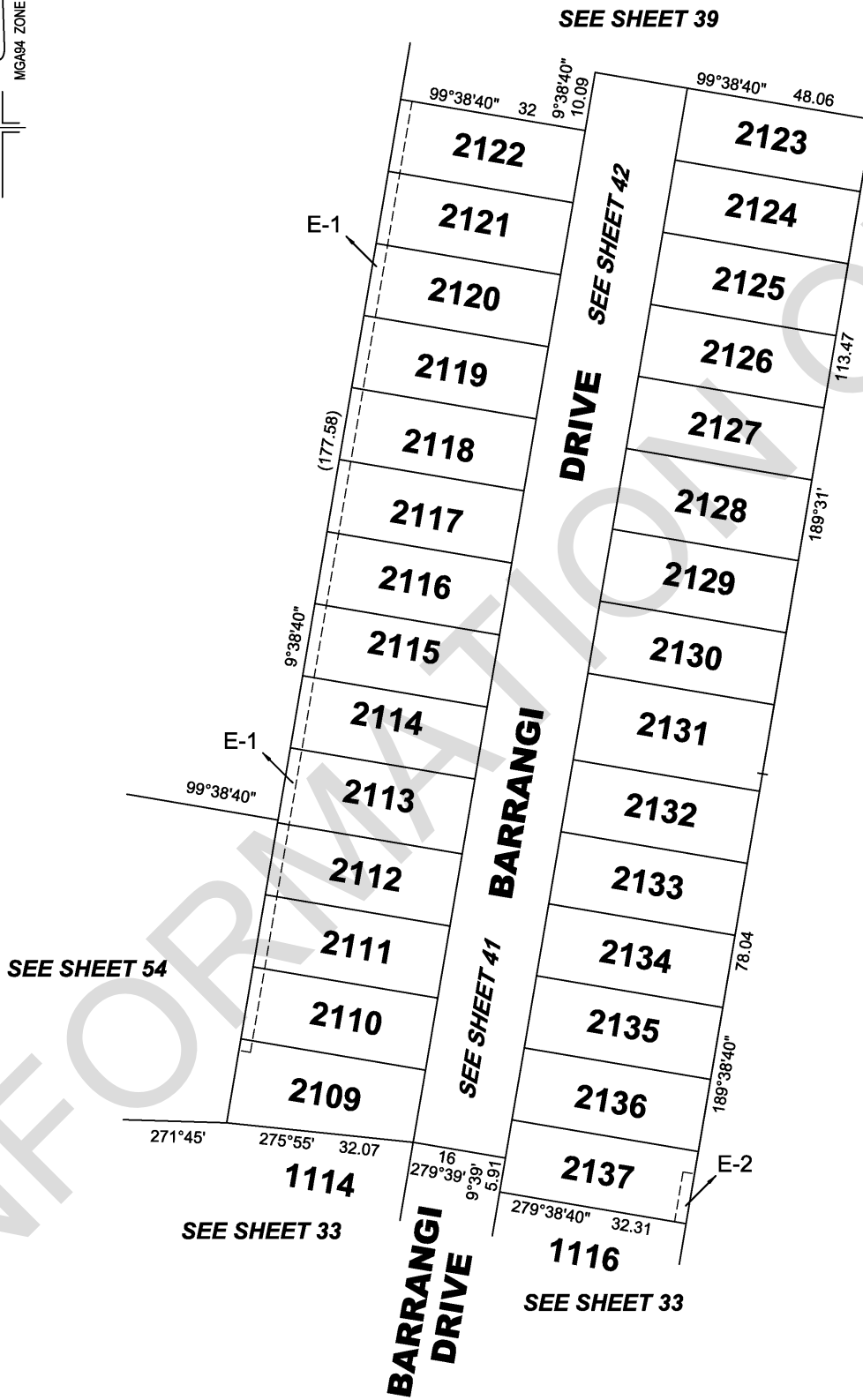
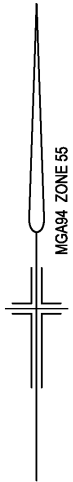


ORIGINAL SCALE SHEET SIZE
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REF :
 SPEAR REF :

SUBDIVISION ACT 1988
PLAN OF SUBDIVISION

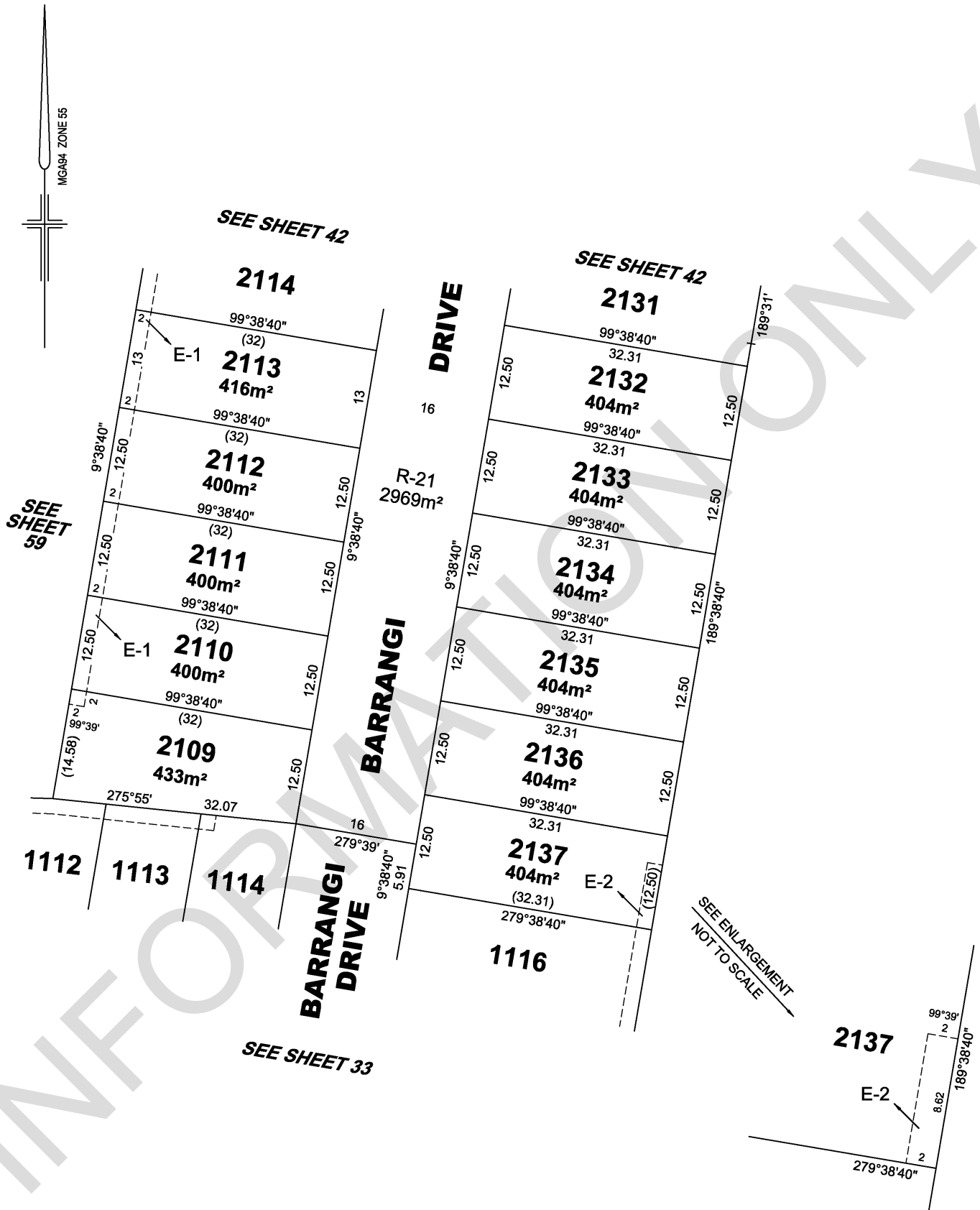
PLAN NUMBER
PS 633442L



LICENSED SURVEYOR ... NEIL OLIVER ... DIGITALLY SIGNED ...	REF: 21873	VERSION: COMP40F.DGN	SHEET 40
	DATE:	COUNCIL NAME : WYNDHAM CITY COUNCIL	
Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au	SCALE LENGTHS ARE IN METRES		REF : SPEAR REF :
	ORIGINAL SCALE 1:800	SHEET SIZE A3	

SUBDIVISION ACT 1988
PLAN OF SUBDIVISION

PLAN NUMBER
PS 633442L



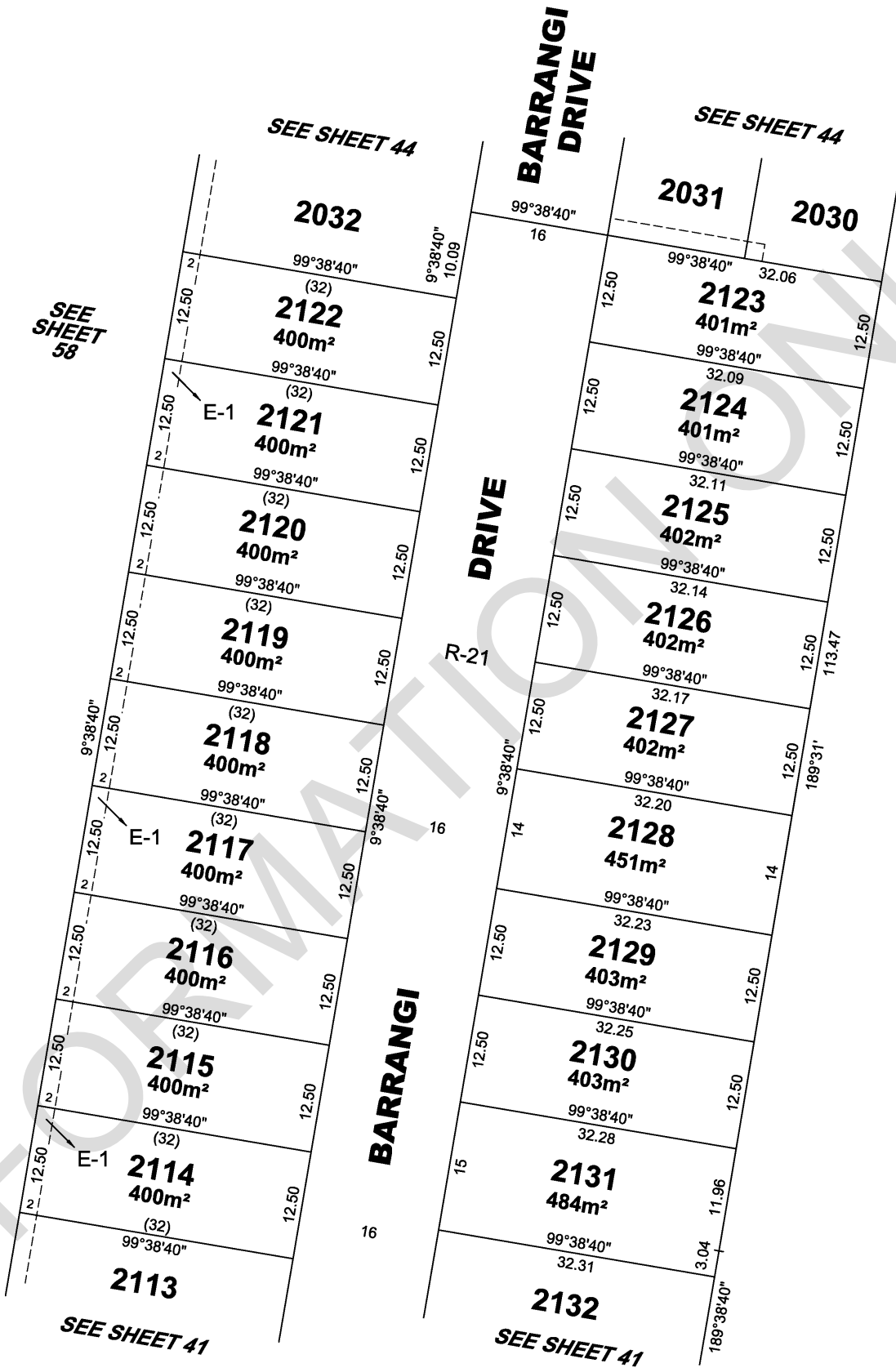
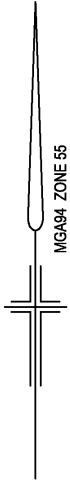
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SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

PLAN NUMBER

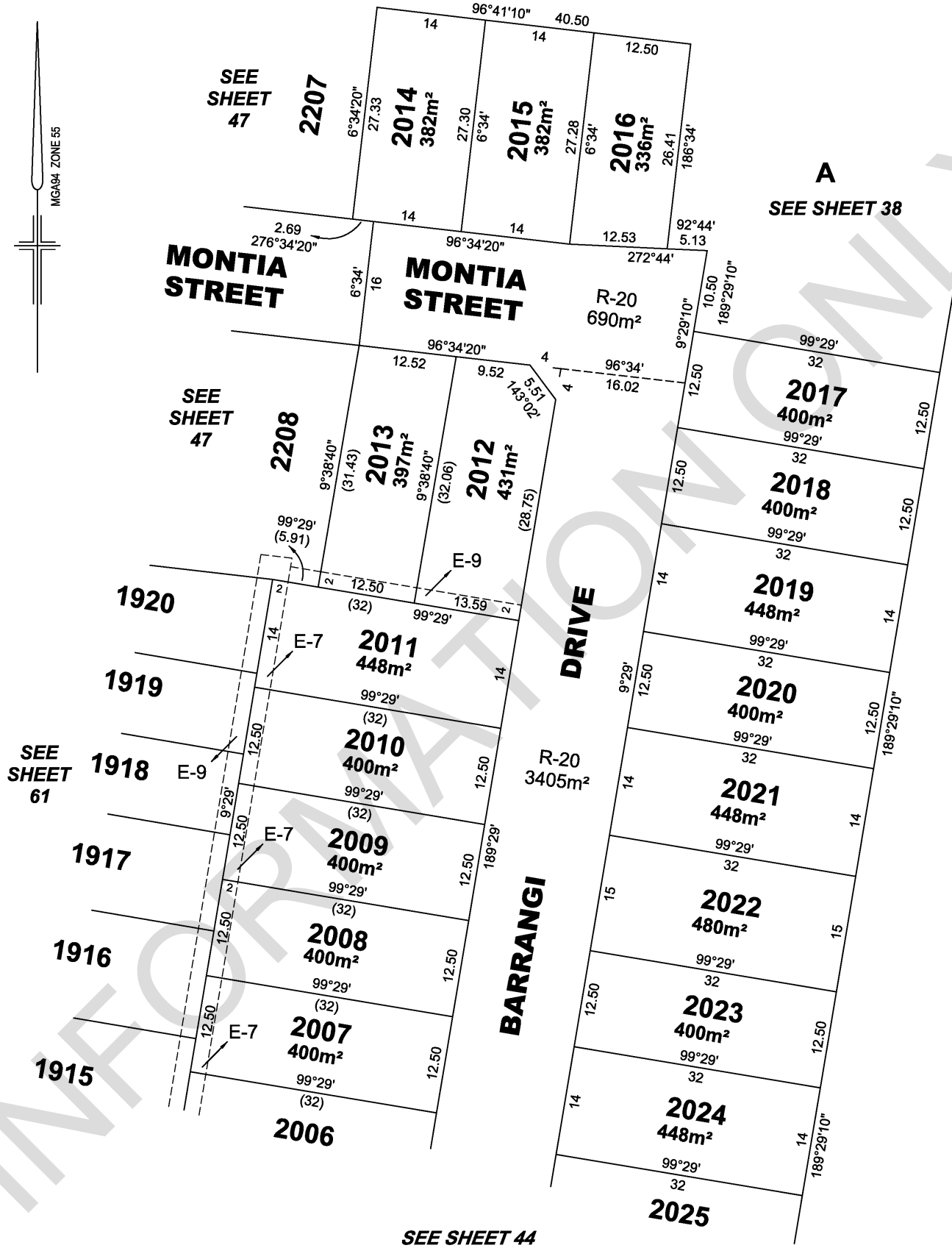
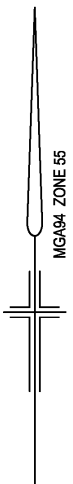
PS 633442L



LICENSED SURVEYOR NEIL OLIVER DIGITALLY SIGNED	REF: 21873	VERSION: COMP42B.DGN	SHEET 42
	DATE:	COUNCIL NAME : WYNDHAM CITY COUNCIL	
Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au	SCALE LENGTHS ARE IN METRES		REF : SPEAR REF :
	ORIGINAL SCALE 1:500	SHEET SIZE A3	

SUBDIVISION ACT 1988
PLAN OF SUBDIVISION

PLAN NUMBER
PS 633442L



LICENSED SURVEYOR **NEIL OLIVER**
 DIGITALLY SIGNED

REF: **21873** VERSION:
 DATE: COMP43E.DGN

SHEET 43
 COUNCIL NAME :
 WYNDHAM CITY COUNCIL

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SCALE

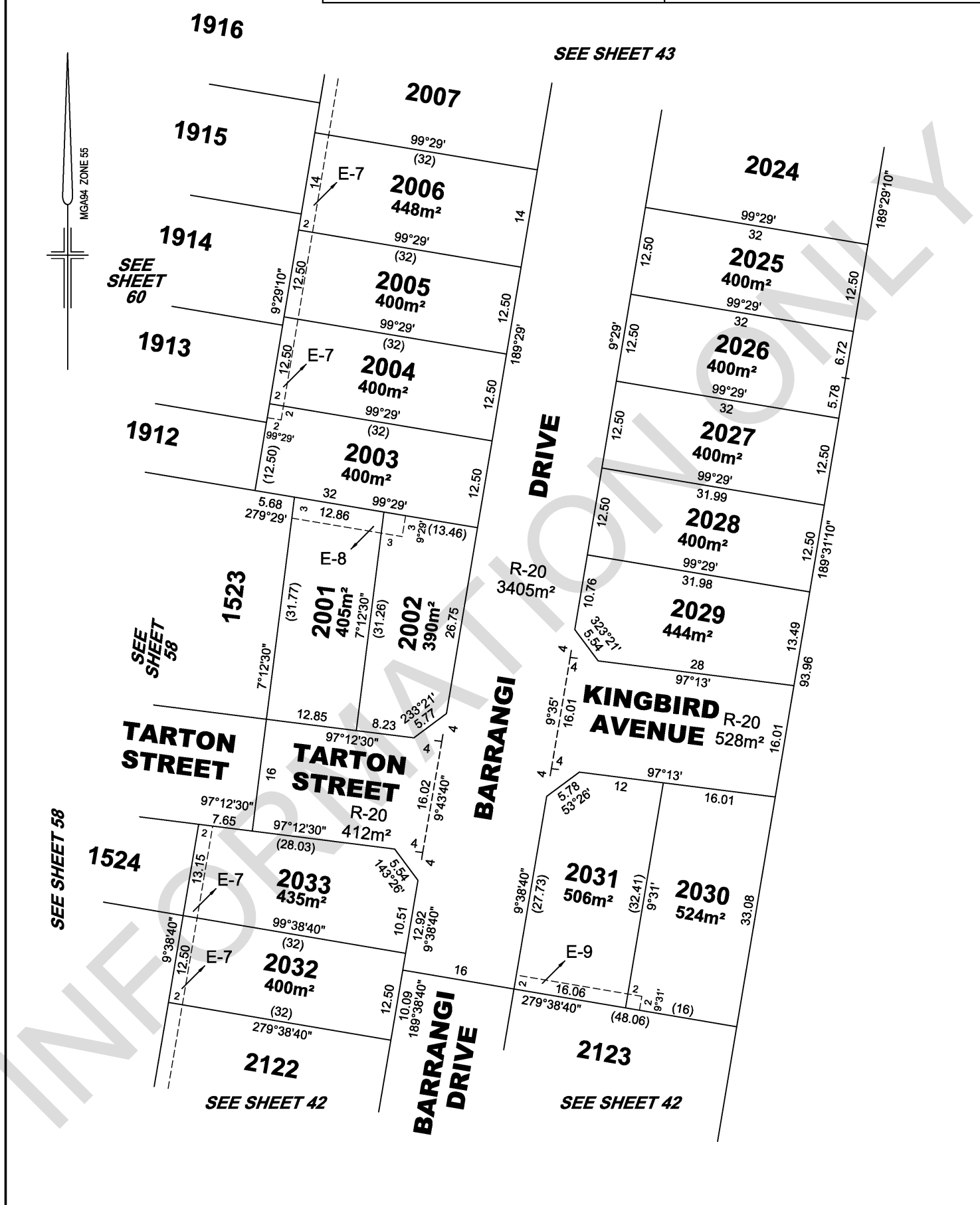
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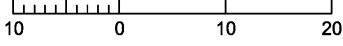
ORIGINAL SCALE SHEET SIZE
 1:500 A3

REF :
 SPEAR REF :

SUBDIVISION ACT 1988
PLAN OF SUBDIVISION

PLAN NUMBER
PS 633442L



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	DATE:	ORIGINAL SCALE SCALE SHEET SIZE 1:500 A3	
SCALE  LENGTHS ARE IN METRES			

SUBDIVISION ACT 1988

PLAN NUMBER

PLAN OF SUBDIVISION

PS 633442L

MG94 ZONE 55



SEE SHEET 72

SEE SHEET 70

SEE SHEET 64

SEE SHEET 46

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SCALE
 0 10 20
 LENGTHS ARE IN METRES

ORIGINAL SCALE 1:500
 SHEET SIZE A3

LICENSED SURVEYOR NEIL OLIVER
 REF: 21873
 VERSION: COMP45E.DGN
 DATE:

SHEET 45

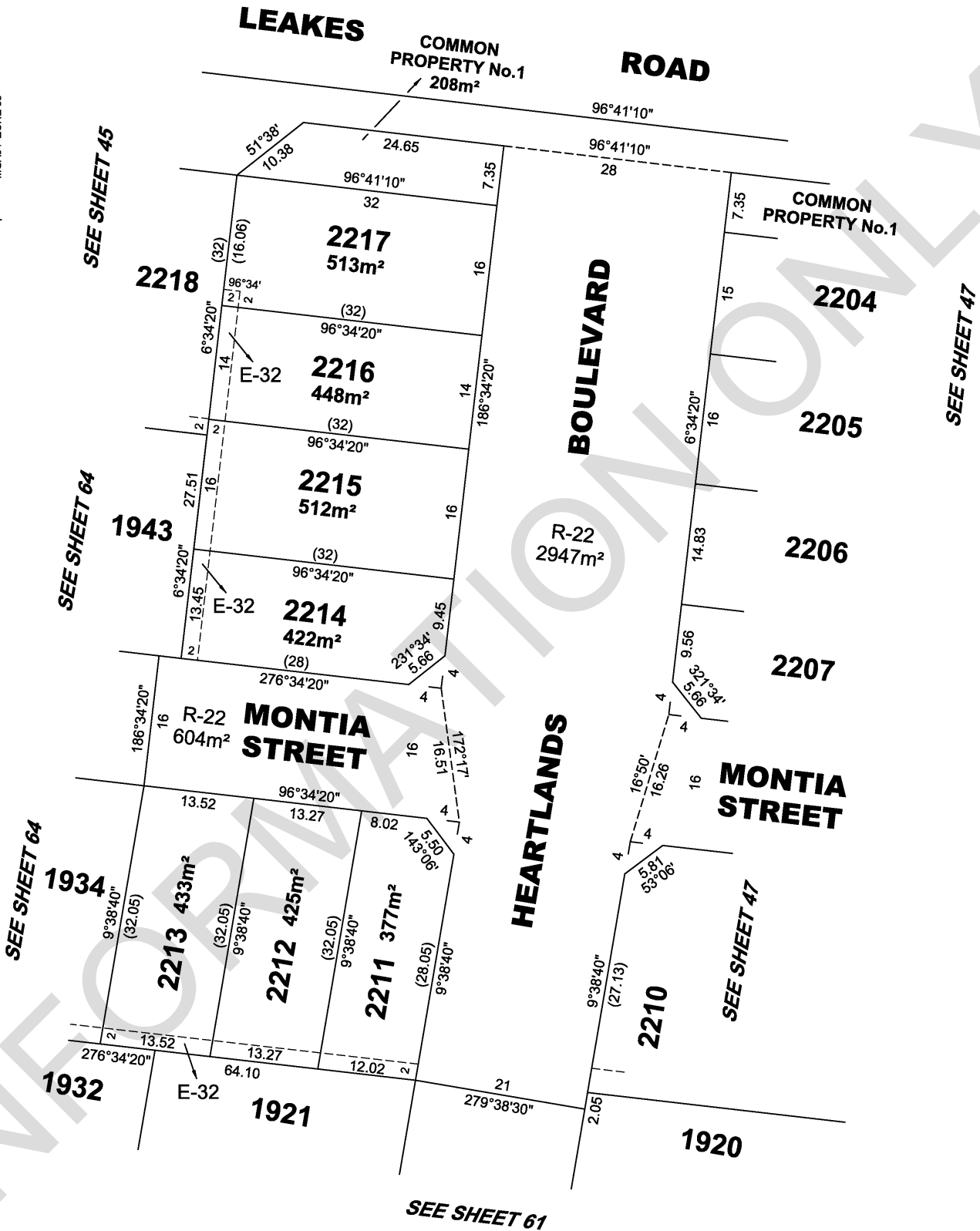
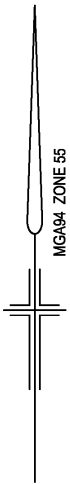
COUNCIL NAME : WYNDHAM CITY COUNCIL

REF :

SPEAR REF :

SUBDIVISION ACT 1988
PLAN OF SUBDIVISION

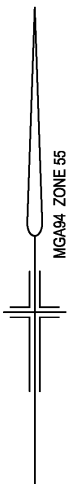
PLAN NUMBER
PS 633442L



LICENSED SURVEYOR NEIL OLIVER	REF: 21873	VERSION: COMP46D.DGN	SHEET 46
	DATE:	COUNCIL NAME : WYNDHAM CITY COUNCIL	
Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au	SCALE LENGTHS ARE IN METRES		REF : SPEAR REF :
	ORIGINAL SCALE 1:500	SHEET SIZE A3	

SUBDIVISION ACT 1988
PLAN OF SUBDIVISION

PLAN NUMBER
PS 633442L



SEE SHEET 46

BOULEVARD

HEARTLANDS

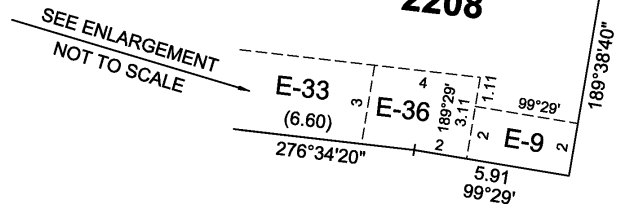
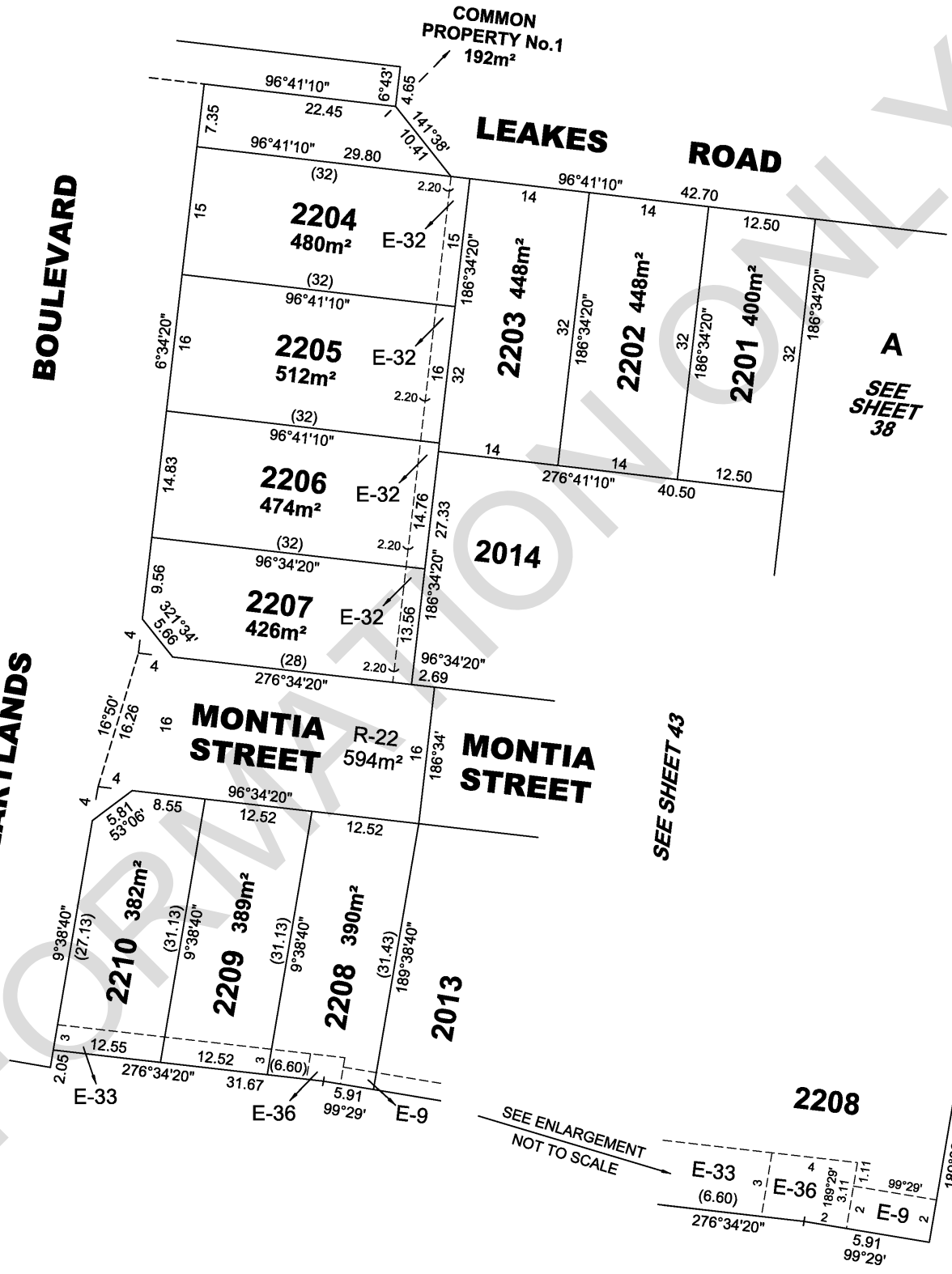
SEE SHEET 46

COMMON PROPERTY No.1
 192m²

LEAKES ROAD

A
 SEE SHEET 38

SEE SHEET 43



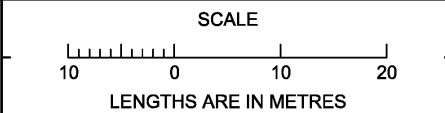
ENLARGEMENT
 NOT TO SCALE

LICENSED SURVEYOR ... NEIL OLIVER ...
 DATE: _____

REF: **21873** VERSION: _____
 DATE: _____ COMP47B.DGN

SHEET 47
 COUNCIL NAME :
 WYNDHAM CITY COUNCIL

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 Reeds Consulting Pty Ltd
 Lvl 6, 440 Elizabeth Street
 Melbourne Victoria 3000
 p (03) 8660 3000
 www.reedsconsulting.com.au
 survey@reedsconsulting.com.au



ORIGINAL SCALE SHEET SIZE
1:500 **A3**

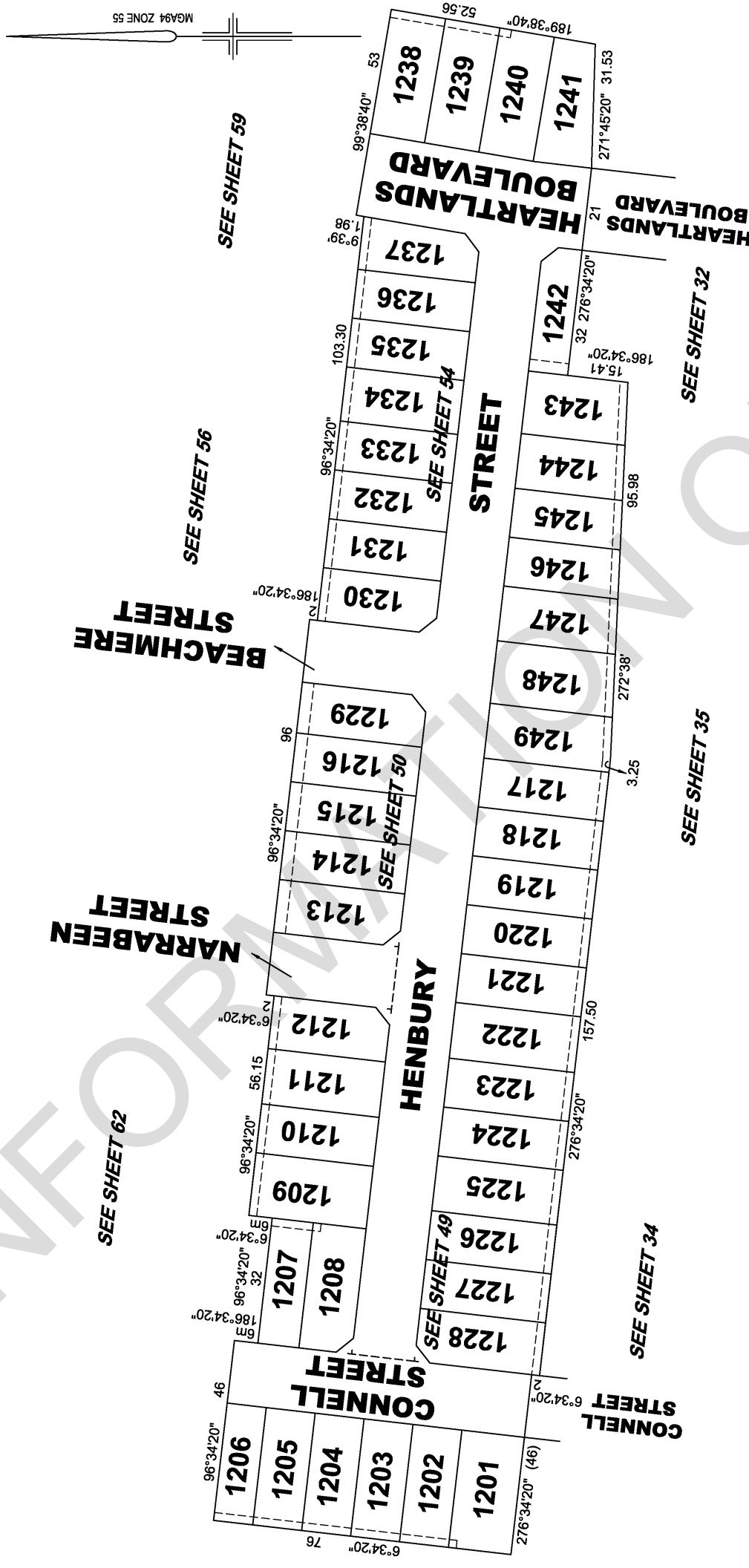
REF : _____
 SPEAR REF : _____

SUBDIVISION ACT 1988

PLAN NUMBER

PS 633442L

PLAN OF SUBDIVISION



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 survey@reedsconsulting.com.au



ORIGINAL SCALE	SHEET SIZE
1:1000	A3

LICENSED SURVEYOR **NEIL OLIVER**

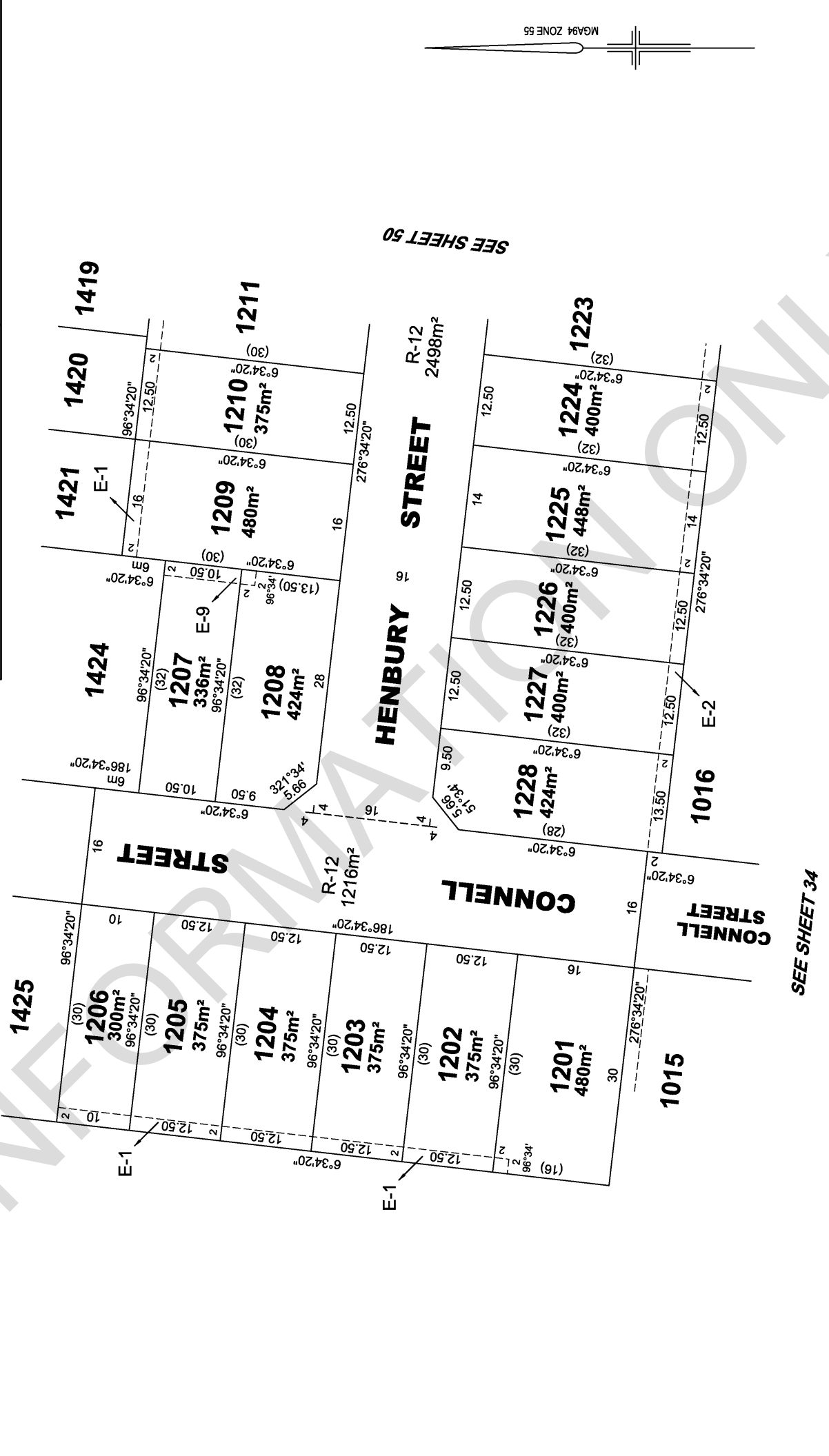
SHEET 48

COUNCIL NAME :
 WYNDHAM CITY COUNCIL

REF :
 SPEAR REF :
 COMP52A.DGN

VERSION: DATE:
 REF: **21873**

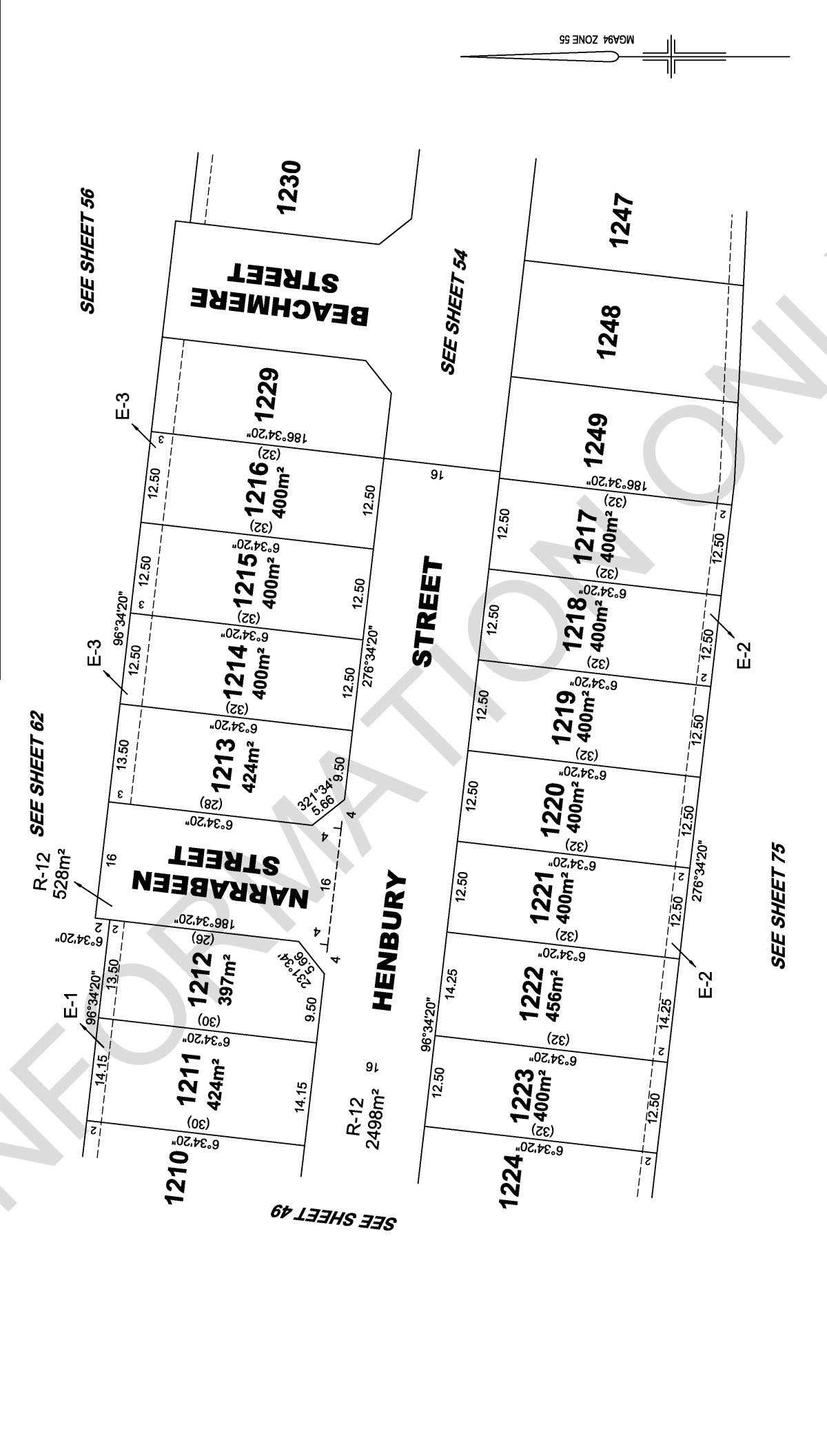
SUBDIVISION ACT 1988
PLAN OF SUBDIVISION
 PLAN NUMBER
PS 633442L



	Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne, Victoria 3000 P 031 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au	SCALE LENGTHS ARE IN METRES	ORIGINAL SCALE SHEET SIZE 1:500 A3	LICENSED SURVEYOR NEIL OLIVER	SHEET 49	COUNCIL NAME : WYNDHAM CITY COUNCIL
			REF: 21873	VERSION:	DATE:	SPEAR REF : COMP49D.DGN

SUBDIVISION ACT 1988
PLAN OF SUBDIVISION

PLAN NUMBER
PS 633442L

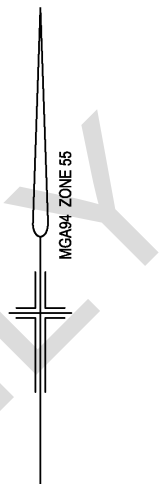
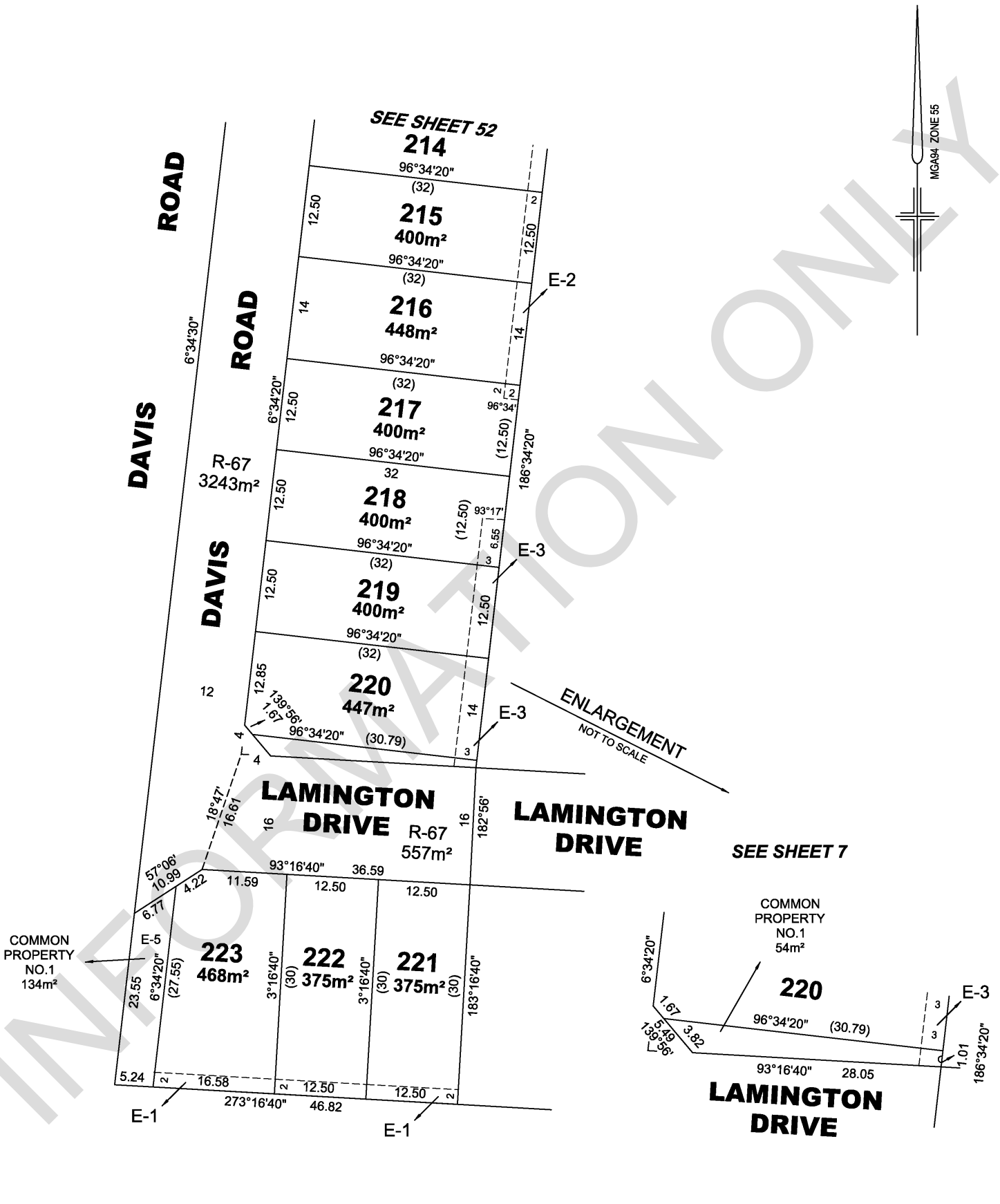


REEDS CONSULTING	Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne, Victoria 3000 P 031 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au	ORIGINAL SCALE 1:500 SHEET SIZE A3	LICENSED SURVEYOR NEIL OLIVER	SHEET 50	COUNCIL NAME : WYNDHAM CITY COUNCIL
	SCALE 0 10 20 LENGTHS ARE IN METRES	REF: 21873	VERSION:	DATE:	REF:

SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

PLAN NUMBER
PS 633442L



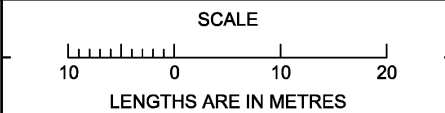
LICENSED SURVEYOR **NEIL OLIVER**
DIGITALLY SIGNED

REF: **21873** VERSION:
DATE: COMP51B.DGN

SHEET 51
COUNCIL NAME :
WYNDHAM CITY COUNCIL

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Melbourne Victoria 3000
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survey@reedsconsulting.com.au

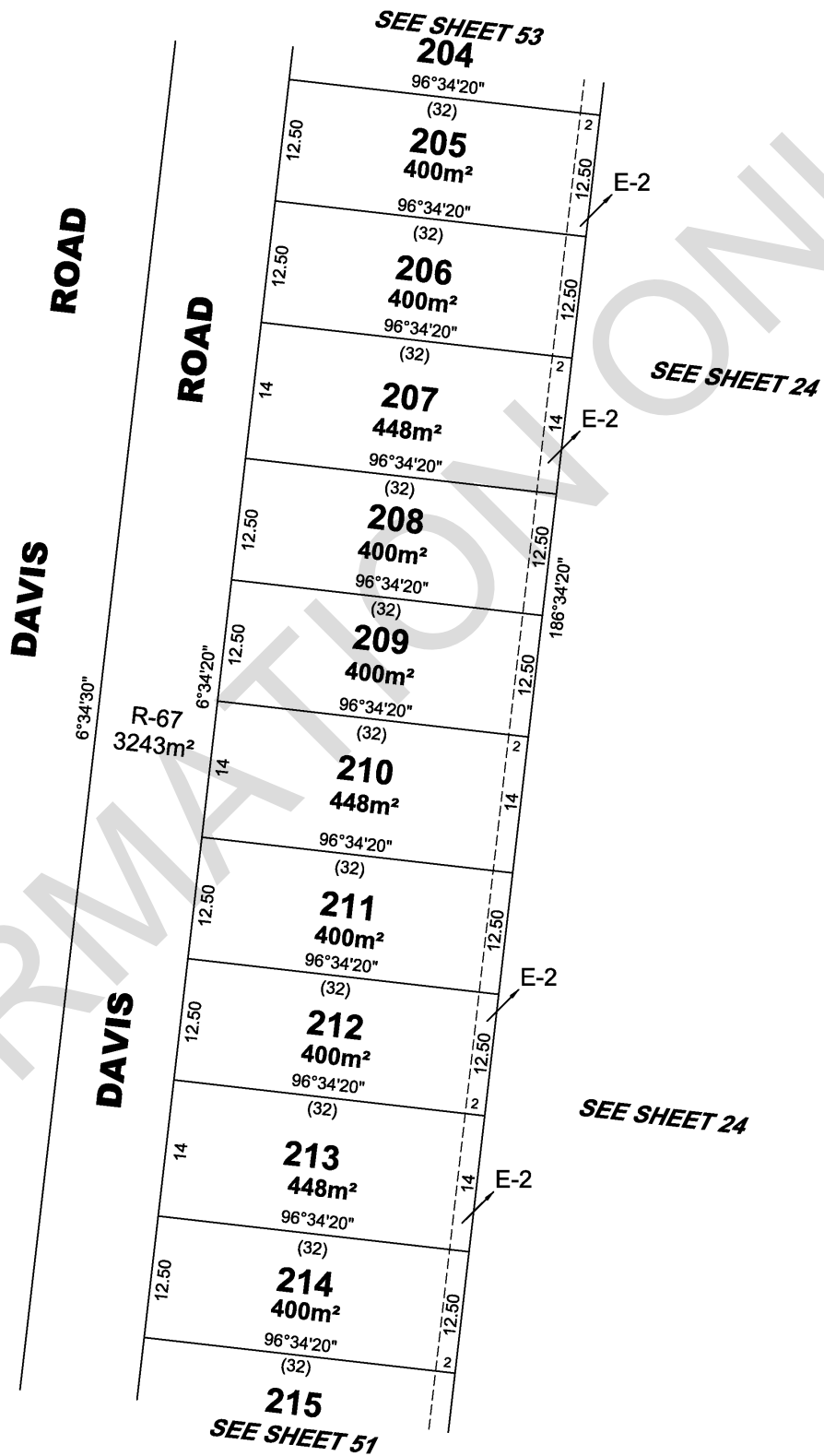
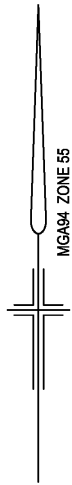


ORIGINAL SCALE SHEET SIZE
1:500 **A3**

REF :
SPEAR REF :

SUBDIVISION ACT 1988
PLAN OF SUBDIVISION

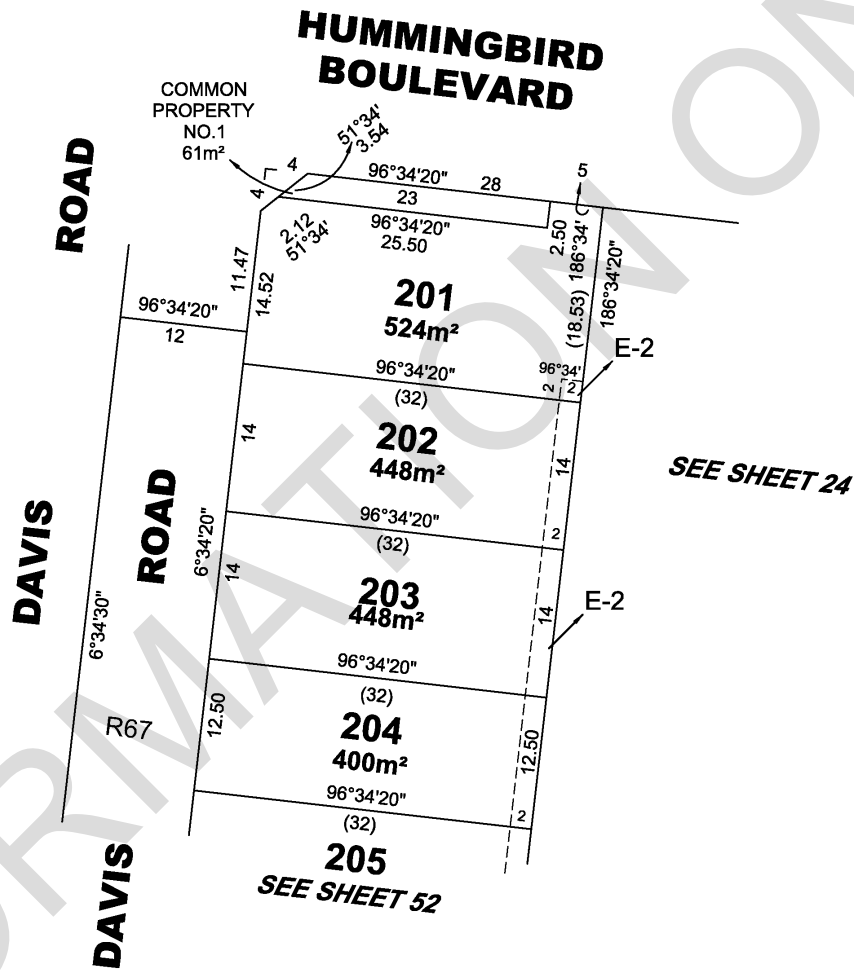
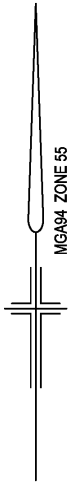
PLAN NUMBER
PS 633442L



LICENSED SURVEYOR NEIL OLIVER DIGITALLY SIGNED	REF: 21873	VERSION: COMP59A.DGN	SHEET 52
	DATE:	COUNCIL NAME : WYNDHAM CITY COUNCIL	
Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au	SCALE LENGTHS ARE IN METRES		REF : SPEAR REF :
	ORIGINAL SCALE 1:500	SHEET SIZE A3	

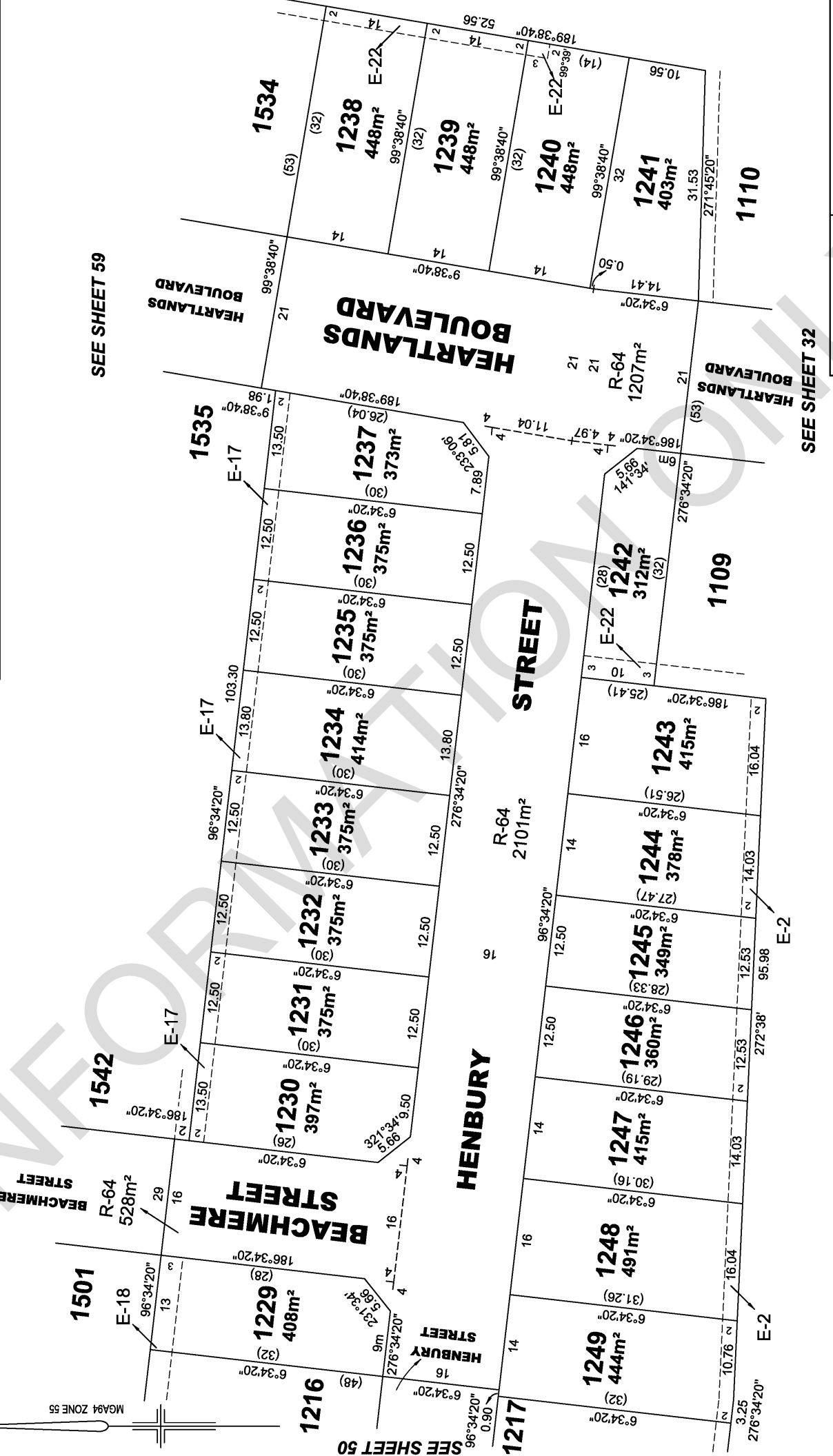
SUBDIVISION ACT 1988
PLAN OF SUBDIVISION

PLAN NUMBER
PS 633442L



LICENSED SURVEYOR NEIL OLIVER DIGITALLY SIGNED	REF: 21873	VERSION: COMP60A.DGN	SHEET 53
	DATE:	COUNCIL NAME : WYNDHAM CITY COUNCIL	
Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au	SCALE LENGTHS ARE IN METRES		ORIGINAL SHEET SIZE 1:500 A3
	REF : SPEAR REF :		

SUBDIVISION ACT 1988
PLAN OF SUBDIVISION
 PLAN NUMBER
PS 633442L





SEE SHEET 56

SEE SHEET 59

SEE SHEET 50

SEE SHEET 32

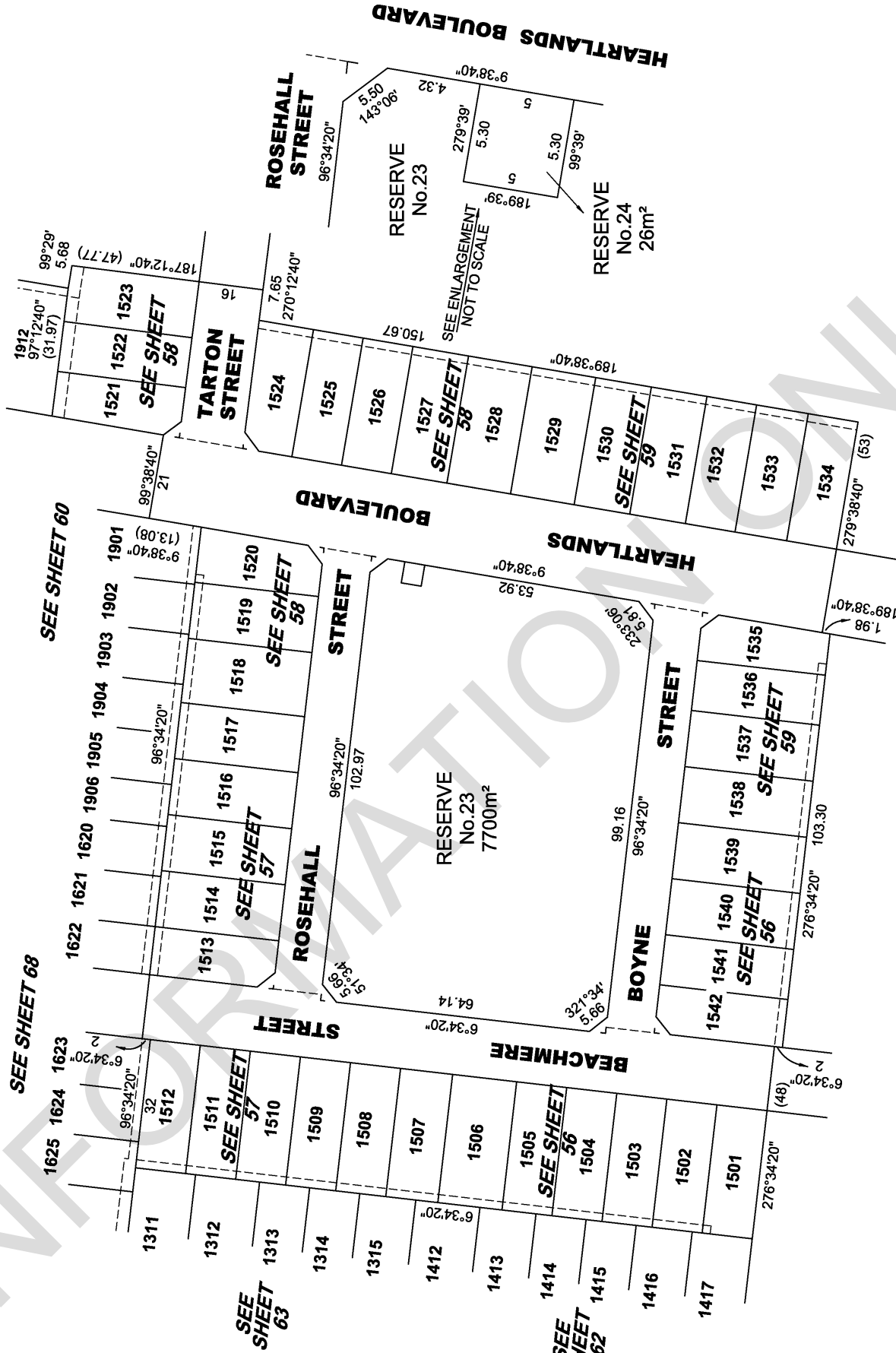
 <p>Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au</p>	SCALE  LENGTHS ARE IN METRES	ORIGINAL SCALE 1:500	SHEET SIZE A3	LICENSED SURVEYOR NEIL OLIVER	SHEET 54	COUNCIL NAME : WYNDHAM CITY COUNCIL
	REF: 21873	VERSION: COMP54B.DGN	DATE:	REF:	SPEAR REF:	

SUBDIVISION ACT 1988

PLAN NUMBER

PLAN OF SUBDIVISION

PS 633442L



MG94 ZONE 55

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 Melbourne Victoria 3000
 p 03 9660 9900
 www.reedsconsulting.com.au
 survey@reedsconsulting.com.au



SCALE
 10 0 10 20 30 40 50
 LENGTHS ARE IN METRES

ORIGINAL SCALE
 SHEET SIZE
 1:1000 A3

LICENSED SURVEYOR
 REF: 21873
 VERSION: COMP55G.DGN

SHEET 55

COUNCIL NAME :
 WYNDHAM CITY COUNCIL

REF :

SPEAR REF :

DATE :

VERSION :

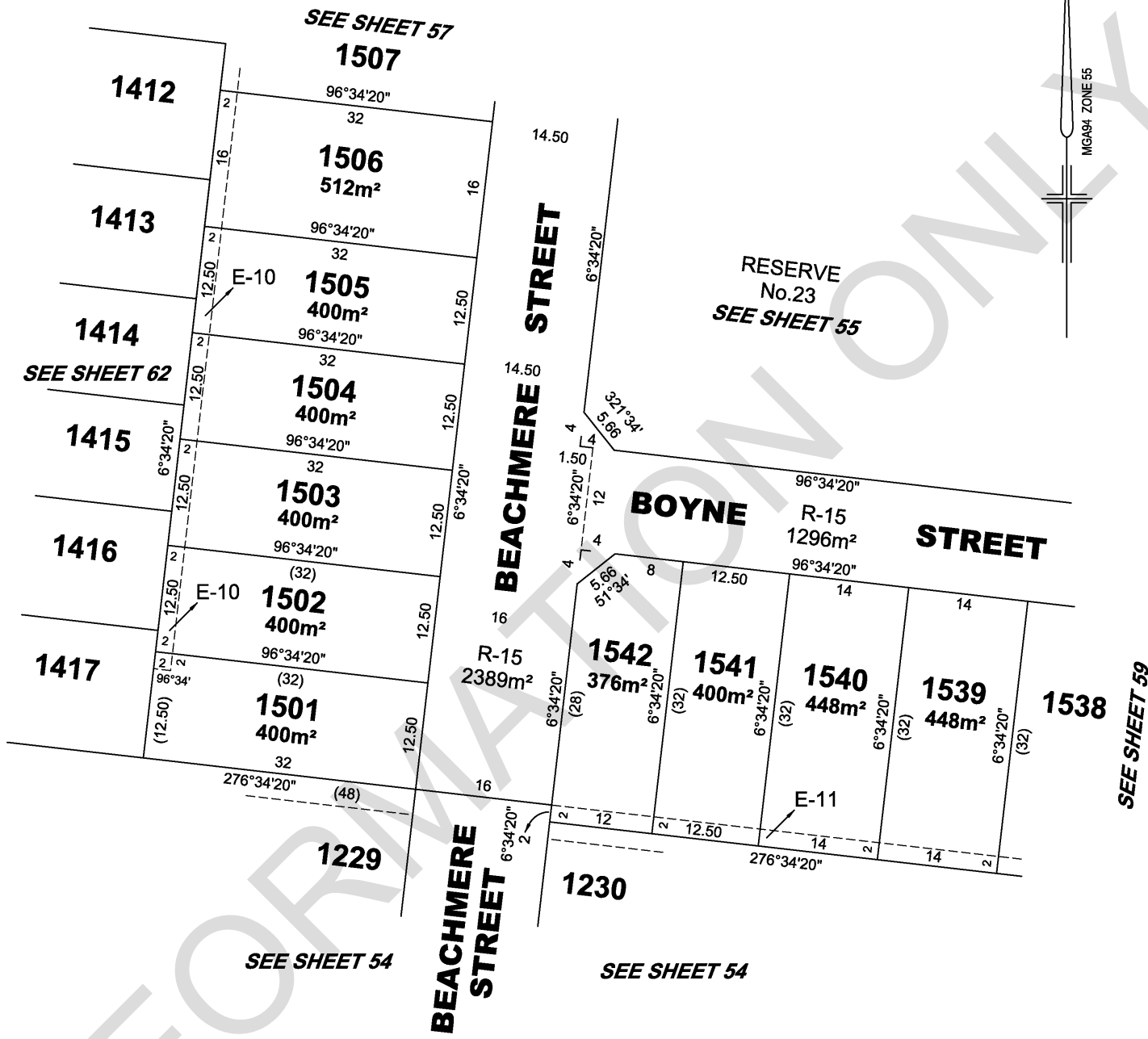
LENGTHS ARE IN METRES

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SUBDIVISION ACT 1988
PLAN OF SUBDIVISION

PLAN NUMBER
PS 633442L



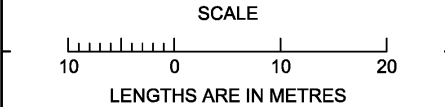
LICENSED SURVEYOR NEIL OLIVER

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REF: 21873 VERSION:

DATE: COMP56E.DGN

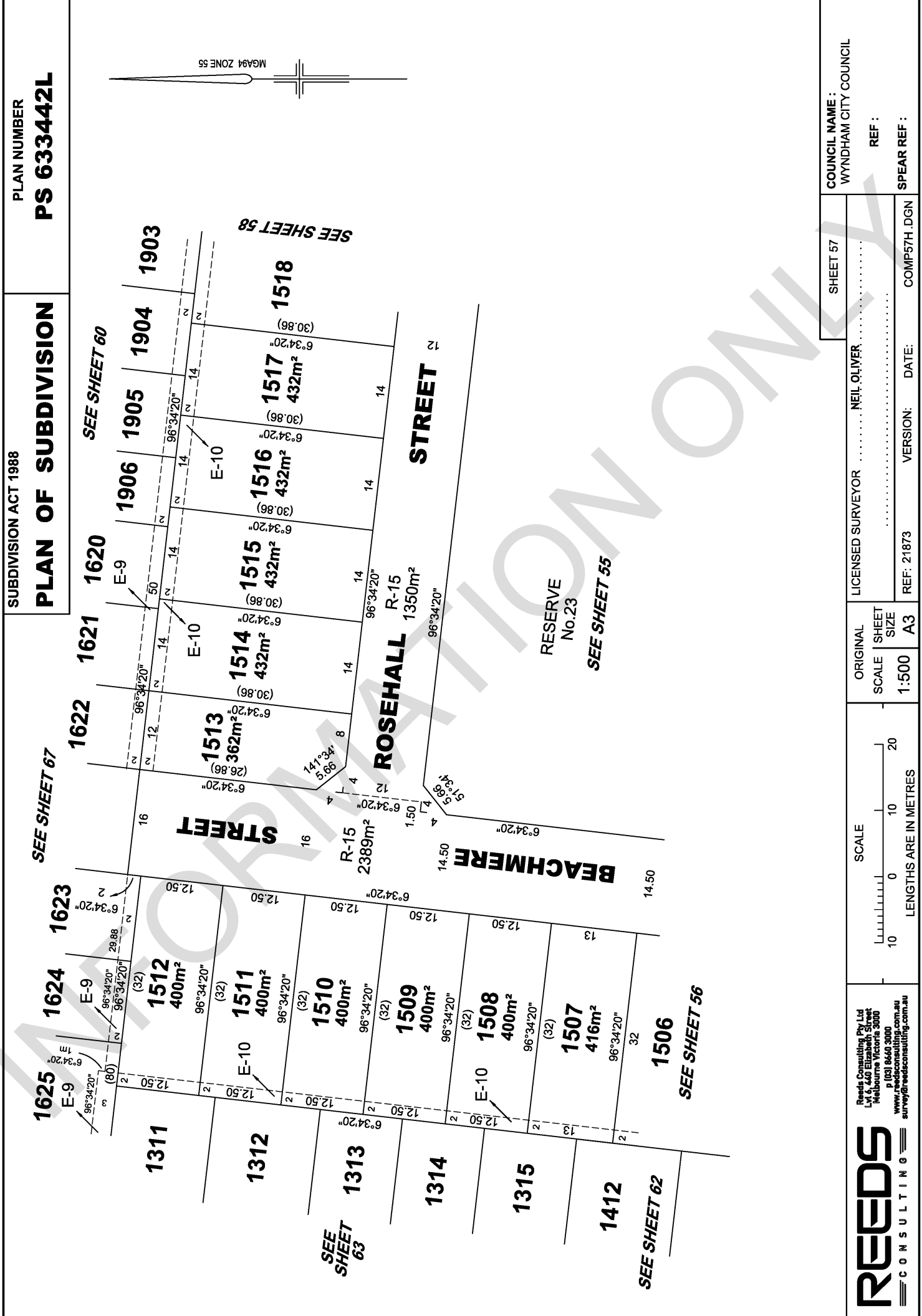


ORIGINAL SCALE SHEET SIZE
 1:500 A3

SHEET 56

COUNCIL NAME :
 WYNDHAM CITY COUNCIL

REF :
 SPEAR REF :

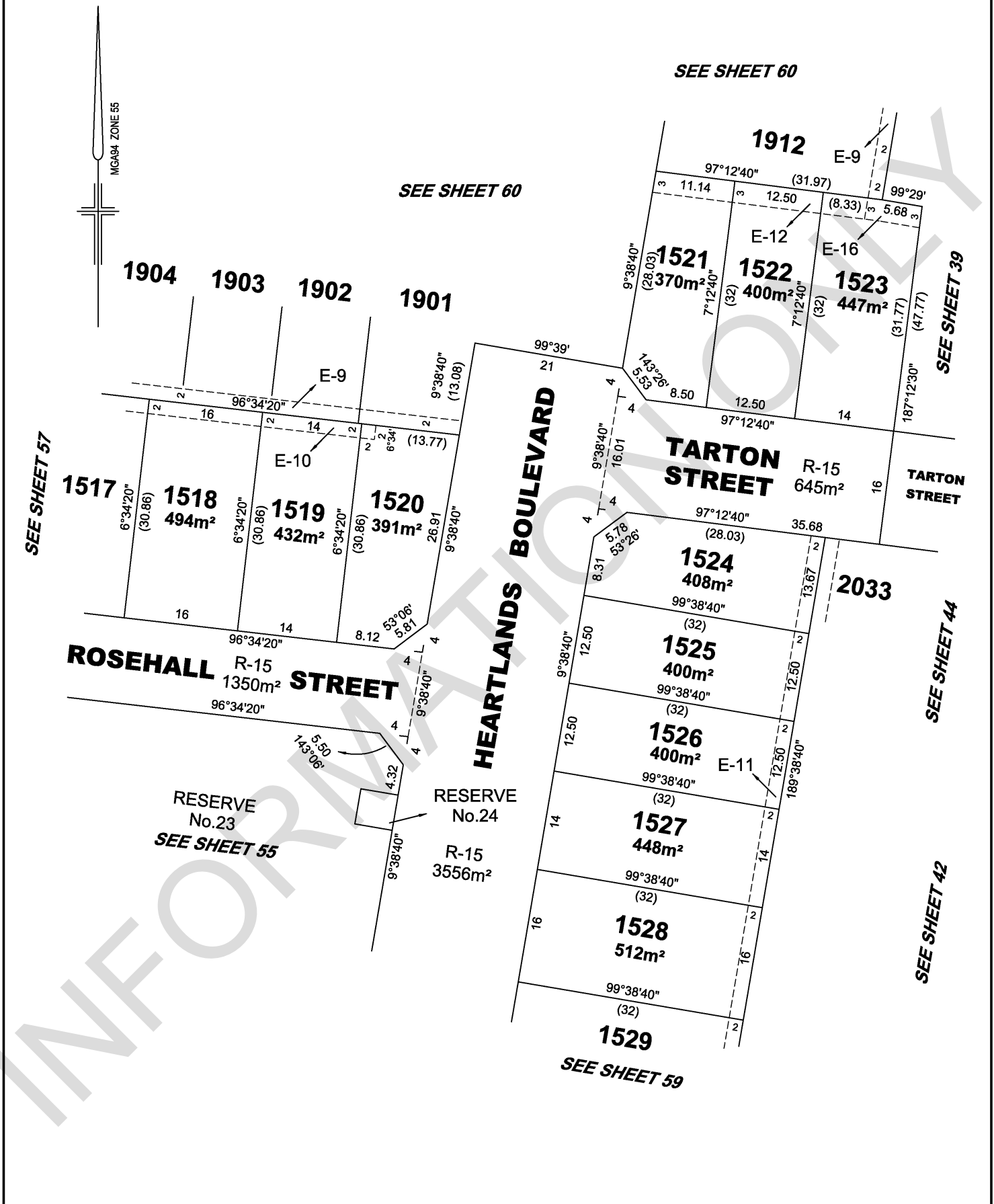


SUBDIVISION ACT 1988
PLAN OF SUBDIVISION
 PLAN NUMBER
PS 633442L

SHEET 57 LICENSED SURVEYOR NEIL OLIVER REF: 21873 VERSION: DATE: REF: 21873 COMP57H.DGN	ORIGINAL SCALE 1:500	SHEET SIZE A3	COUNCIL NAME : WYNDHAM CITY COUNCIL REF : SPEAR REF :
	REEDS CONSULTING Needs Consulting Pty Ltd Lot 5, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 9900 www.reedsconsulting.com.au survey@reedsconsulting.com.au		SCALE 0 10 20 LENGTHS ARE IN METRES

SUBDIVISION ACT 1988
PLAN OF SUBDIVISION

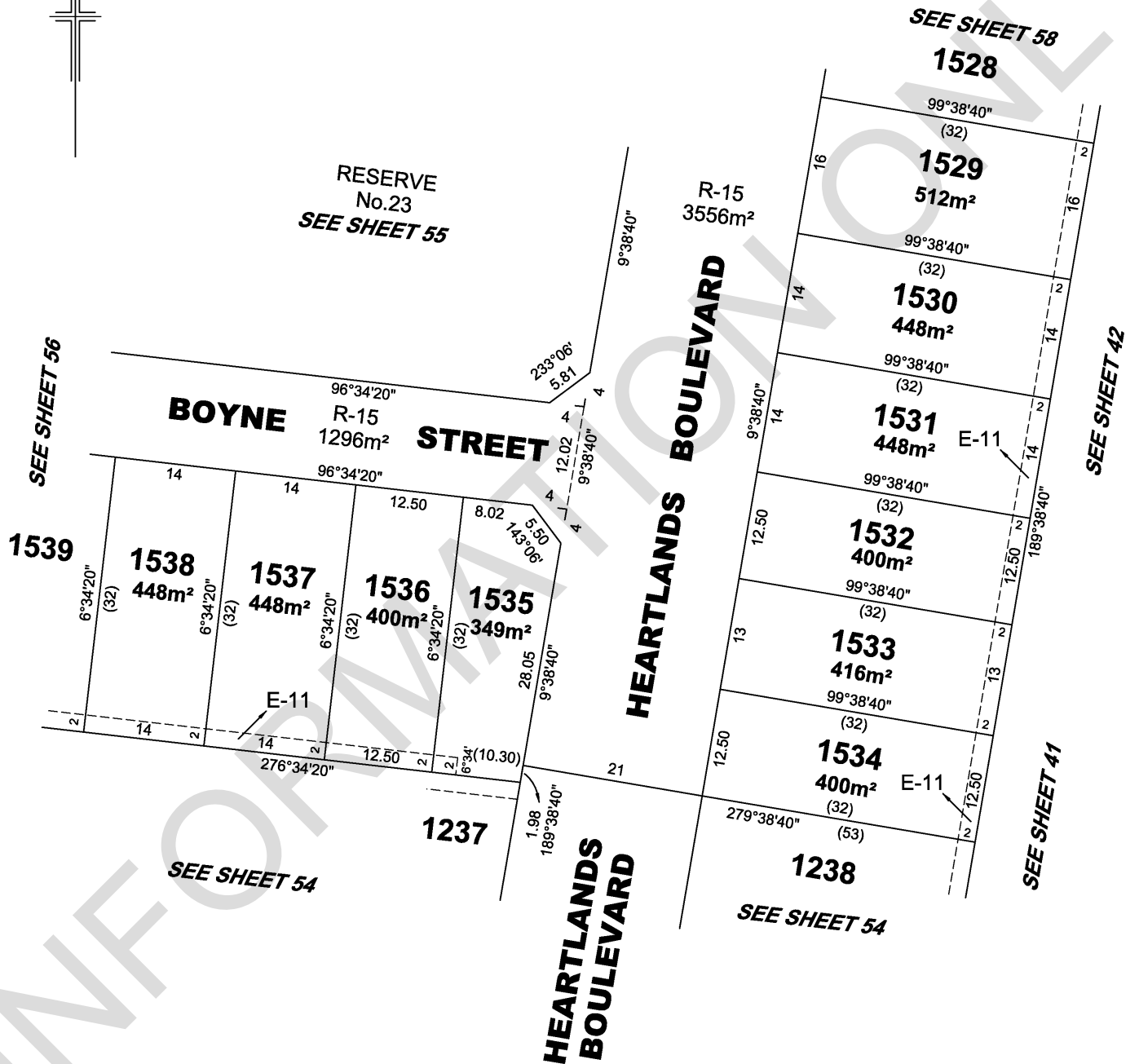
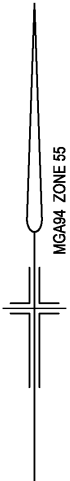
PLAN NUMBER
PS 633442L



LICENSED SURVEYOR NEIL OLIVER REEDS CONSULTING Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au	REF: 21873	VERSION: COMP58E.DGN	SHEET 58
	DATE:	ORIGINAL SCALE SHEET 1:500 A3	
SCALE 10 0 10 20 LENGTHS ARE IN METRES			

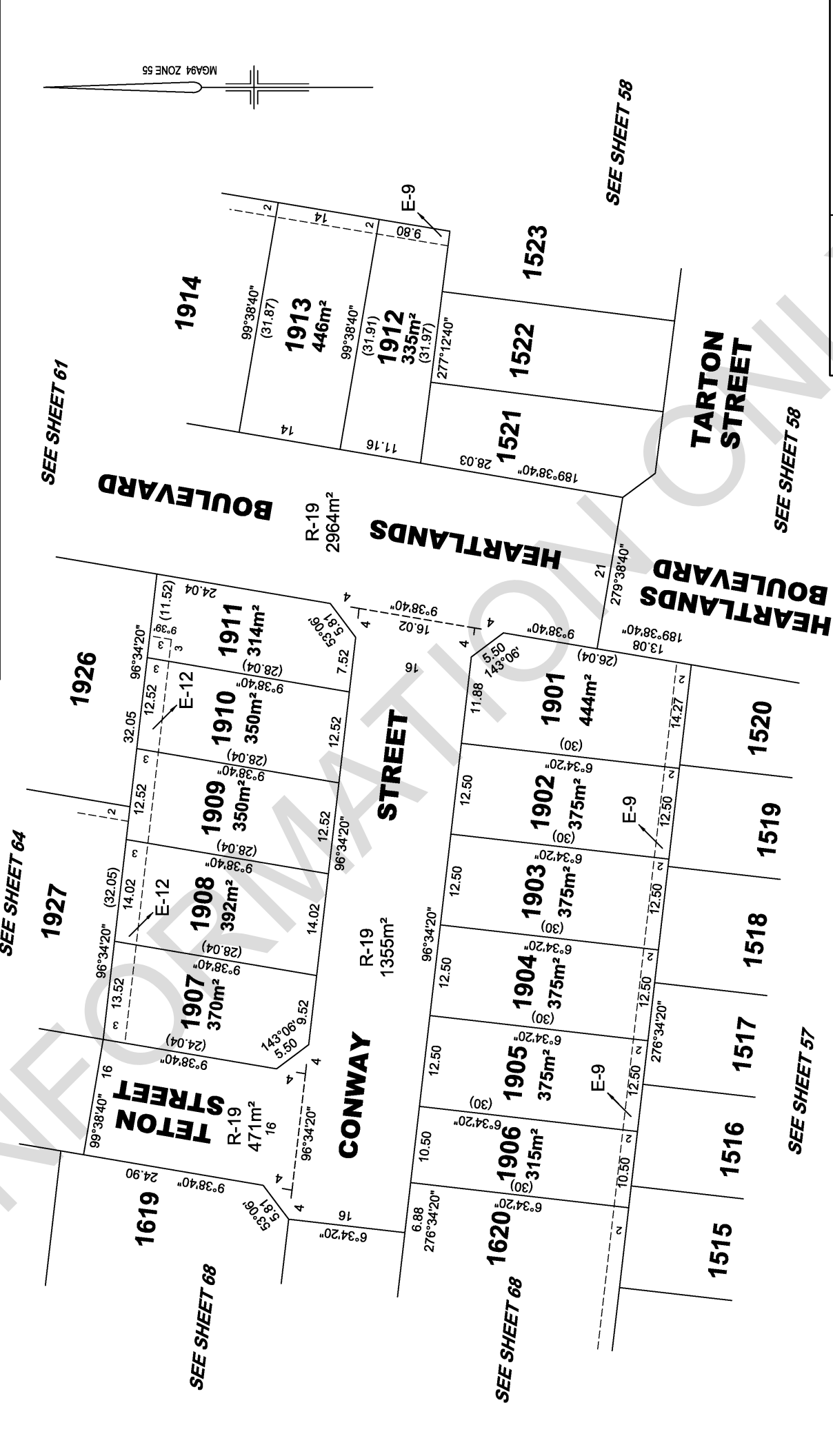
SUBDIVISION ACT 1988
PLAN OF SUBDIVISION

PLAN NUMBER
PS 633442L



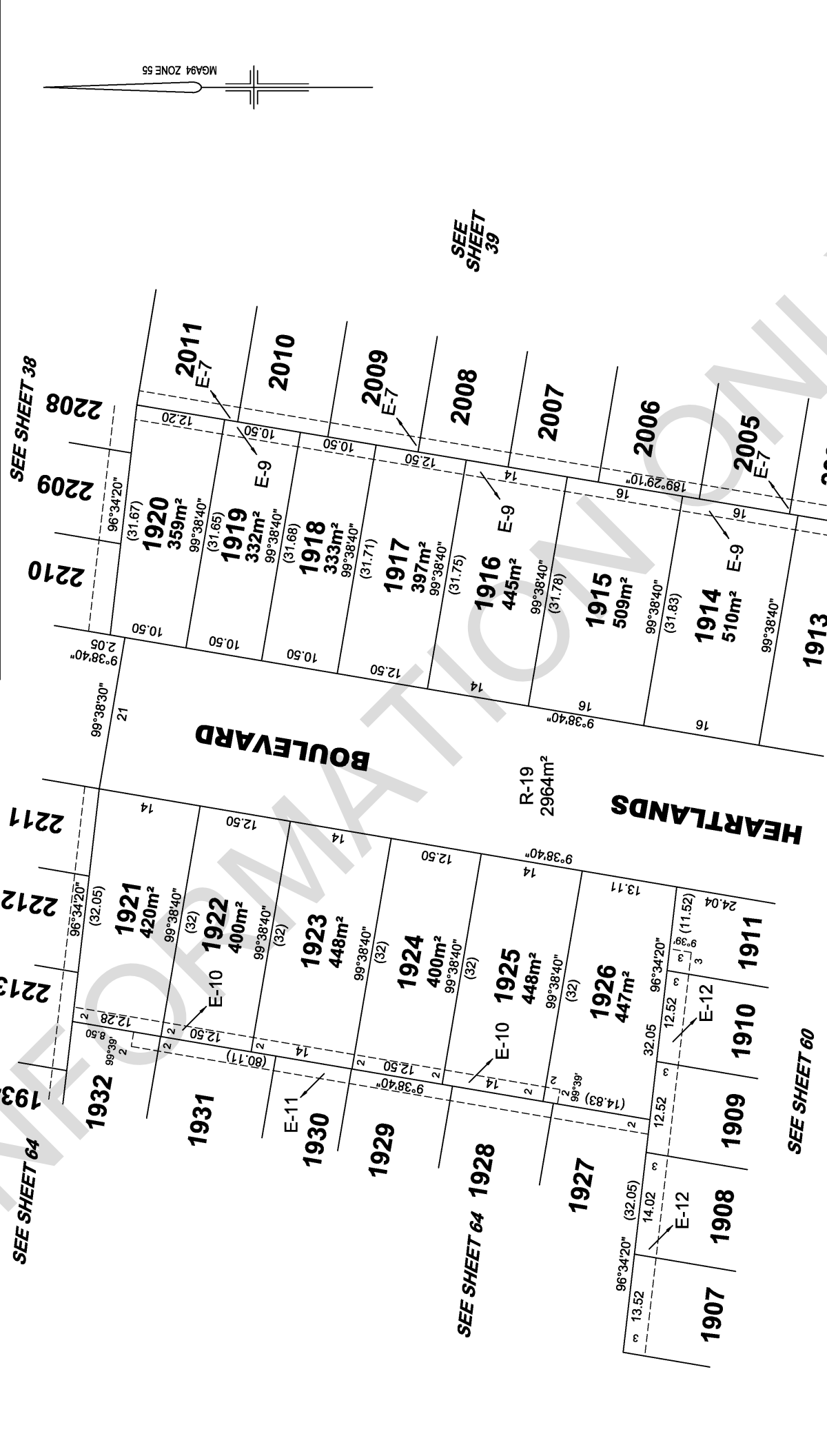
LICENSED SURVEYOR	REF: 21873	VERSION:	SHEET 59	
	DATE:	COMP59B .DGN		COUNCIL NAME :
REEDS CONSULTING Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au	SCALE LENGTHS ARE IN METRES		ORIGINAL SCALE SHEET SIZE 1:500 A3	REF : SPEAR REF :

SUBDIVISION ACT 1988
PLAN OF SUBDIVISION
PLAN NUMBER
PS 633442L



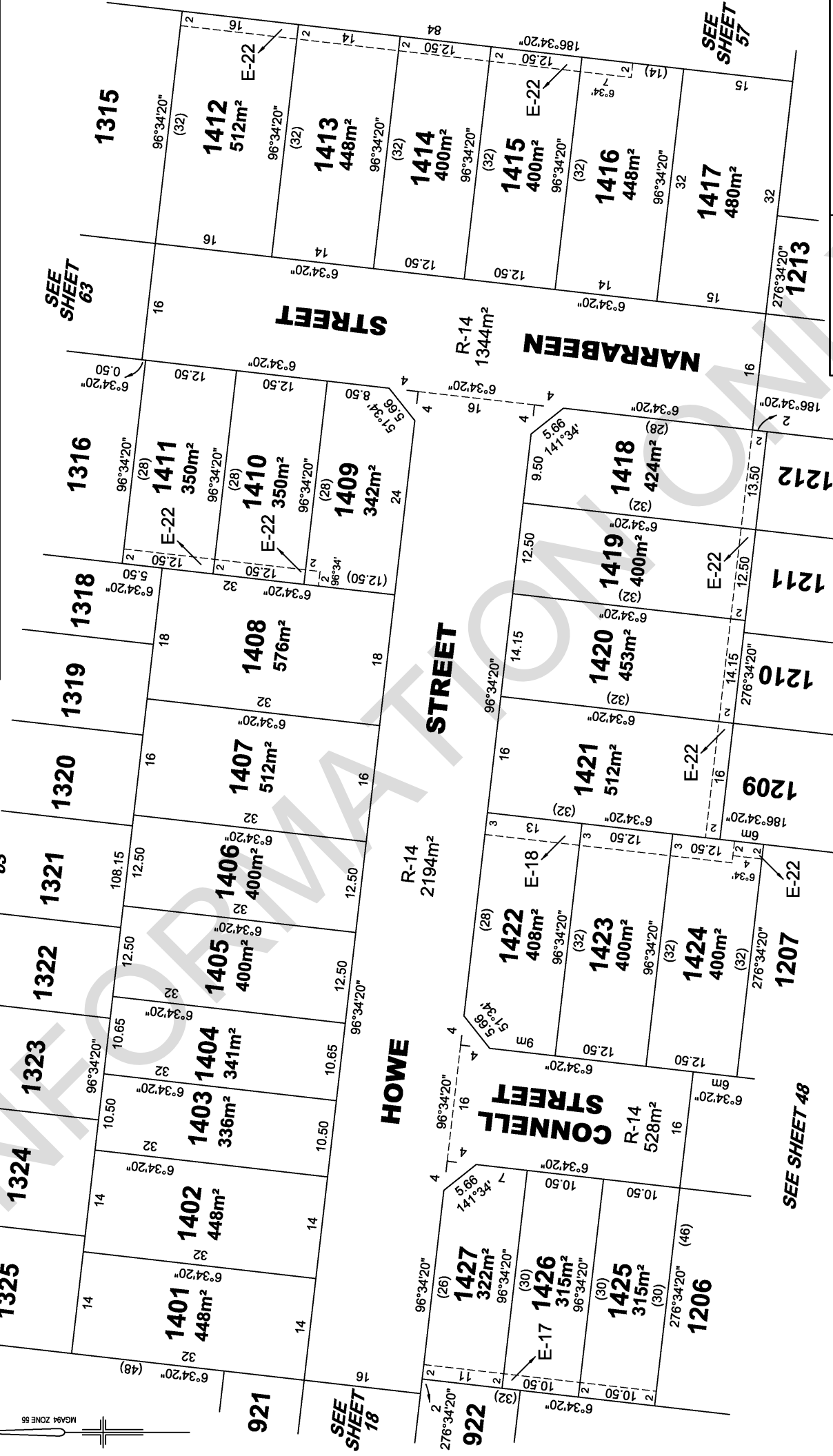
REEDS CONSULTING <small>Reeds Consulting Pty Ltd Lvl 5, 440 Elizabeth Street Melbourne Victoria 3000 p 03 9660 9900 www.reedsconsulting.com.au survey@reedsconsulting.com.au</small>	ORIGINAL SCALE 1:500 SHEET SIZE A3	LICENSED SURVEYOR NEIL OLIVER SHEET 60	COUNCIL NAME : WYNDHAM CITY COUNCIL
	SCALE 1:500 LENGTHS ARE IN METRES 	REF: 21873 VERSION: DATE: COMP60D.DGN	REF: SPEAR REF:

SUBDIVISION ACT 1988
PLAN OF SUBDIVISION
 PLAN NUMBER
PS 633442L



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<p>SEE SHEET 64 SEE SHEET 38 SEE SHEET 60</p>		<p>SHEET 61</p>	
<p>COUNCIL NAME : WYNDHAM CITY COUNCIL</p>		<p>REF : SPEAR REF : DATE : VERSION : REF: 21873 COMP61C.DGN</p>	

SUBDIVISION ACT 1988
PLAN OF SUBDIVISION
PLAN NUMBER
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SCALE
 0 10 20
 LENGTHS ARE IN METRES

ORIGINAL SCALE 1:500 SHEET SIZE A3

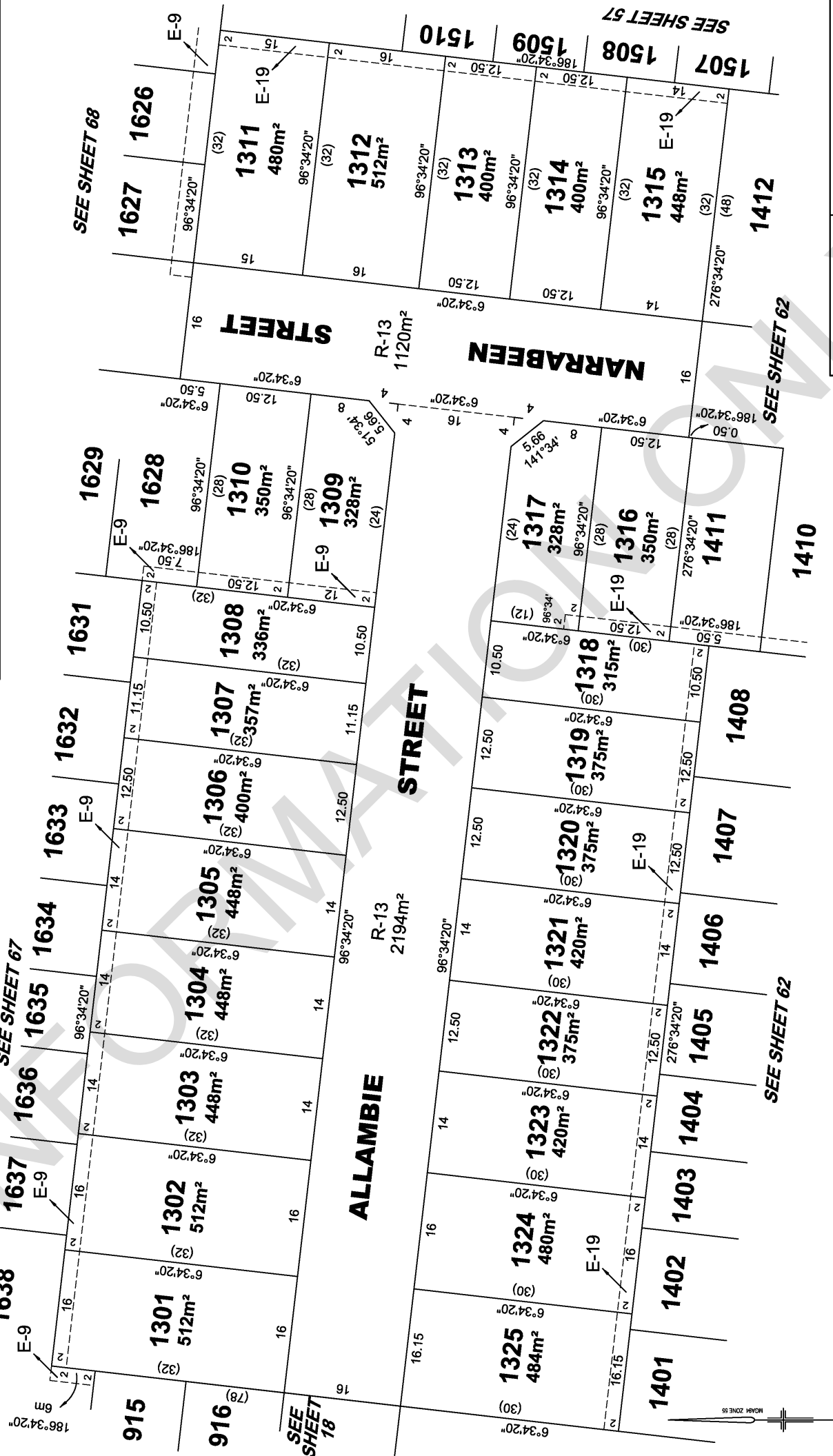
LICENSED SURVEYOR

SHEET 62

COUNCIL NAME : WYNDHAM CITY COUNCIL
 REF :
 SPEAR REF :

DATE: 05/08/16 VERSION: 21873 COMP62E.DGN

SUBDIVISION ACT 1988
PLAN OF SUBDIVISION
 PLAN NUMBER
PS633442L



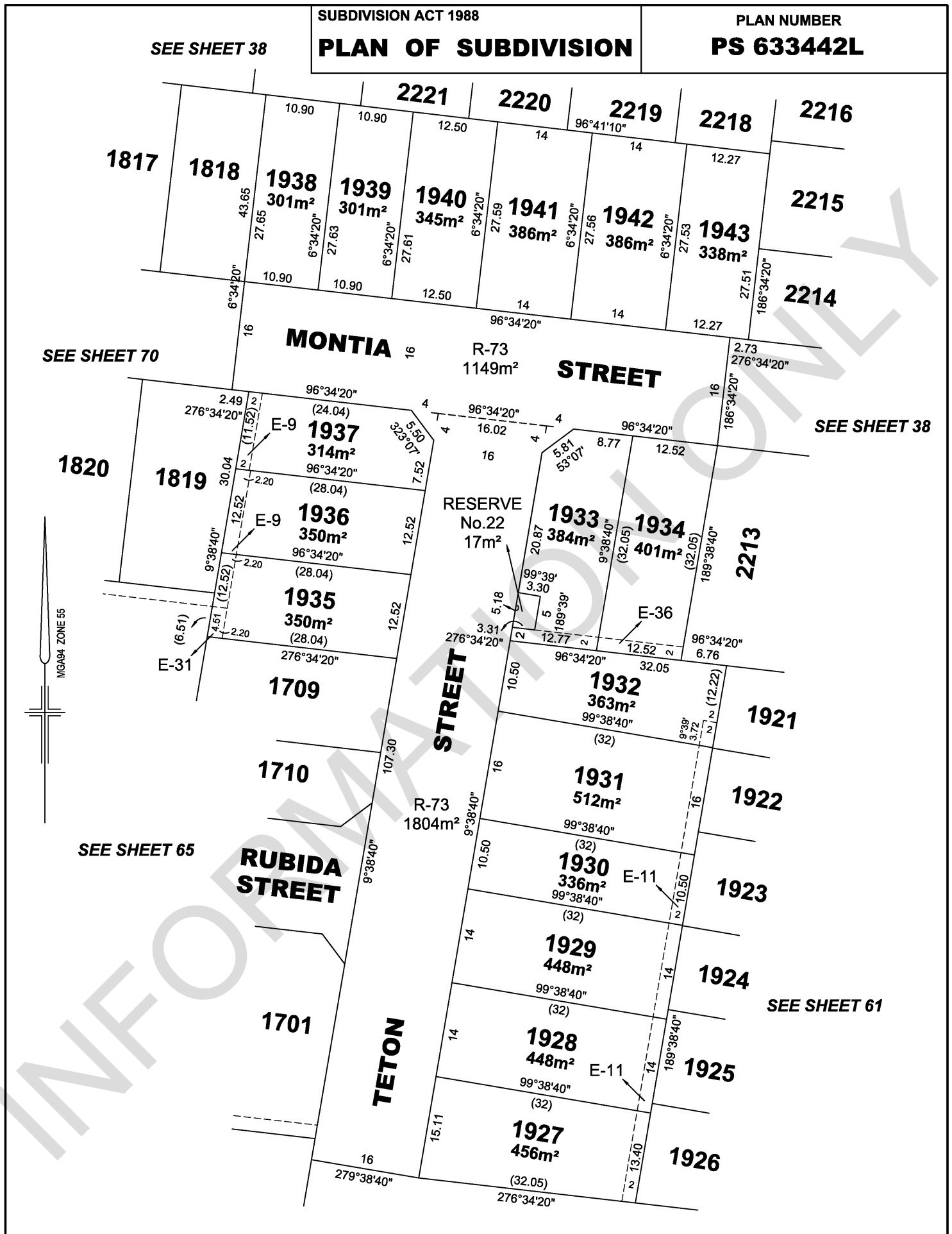
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 Melbourne Victoria 3000
 P 031 8660 3000
 www.reedsconsulting.com.au
 survey@reedsconsulting.com.au

SCALE
 10 0 10 20
 LENGTHS ARE IN METRES

ORIGINAL SCALE 1:500
 SHEET SIZE A3

LICENSED SURVEYOR DIGITALLY SIGNED
 REF: VERSION: DATE: COMP63F.DGN

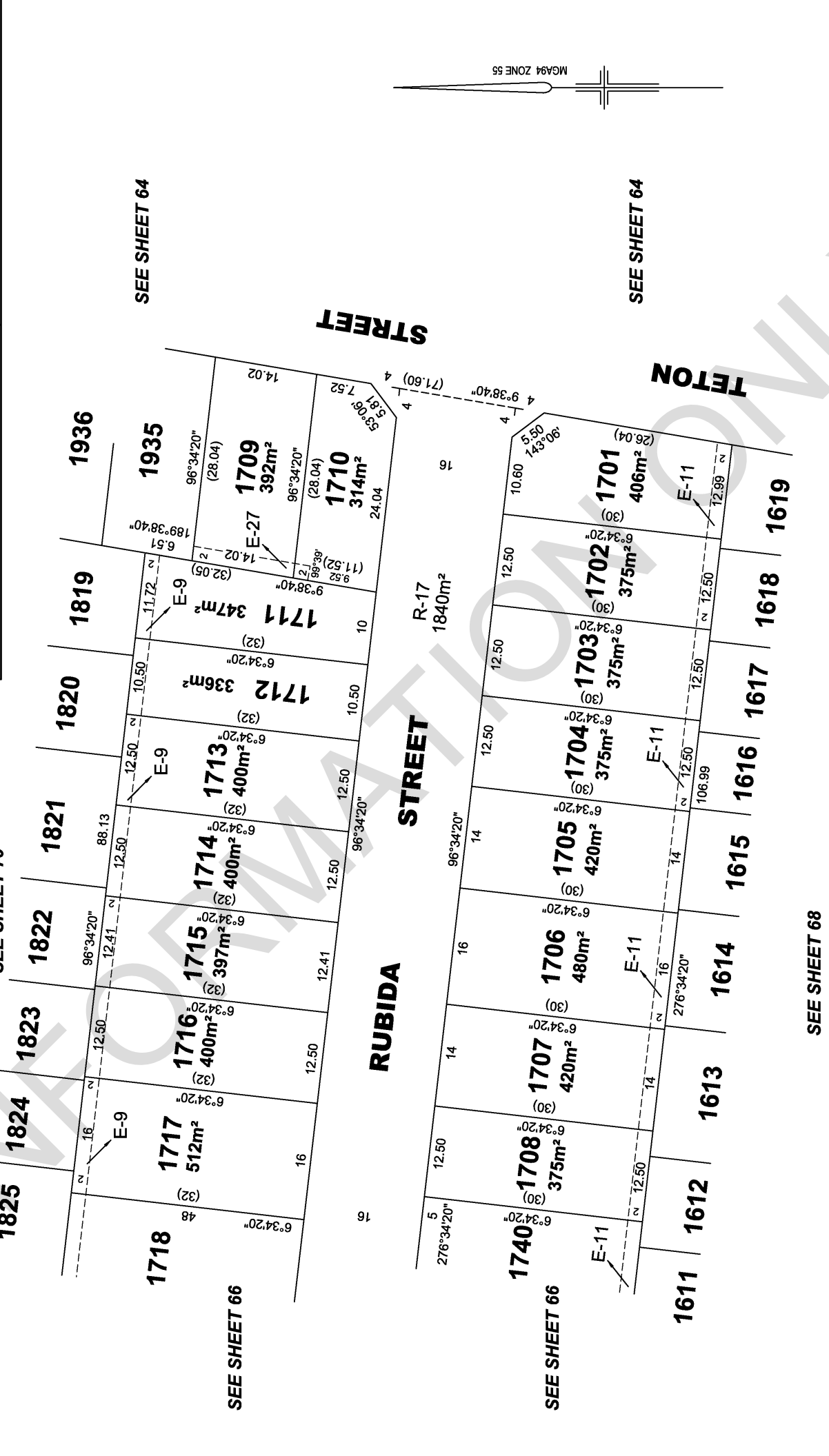
SHEET 63
 COUNCIL NAME:
 REF:
 SPEAR REF:



LICENSED SURVEYOR ... NEIL OLIVER	REF: 21873	VERSION:	SHEET 64
DATE:	COMP64C.DGN	COUNCIL NAME :	WYNDHAM CITY COUNCIL
<p>Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au</p>		ORIGINAL	REF :
		SCALE	
		1:500	A3

SUBDIVISION ACT 1988
PLAN OF SUBDIVISION

PLAN NUMBER
PS633442L



SEE SHEET 64

SEE SHEET 64

RUBIDA STREET

TETON STREET

SEE SHEET 68

COUNCIL NAME :
SHEET 65

REF :
SPEAR REF :
COMP65E.DGN

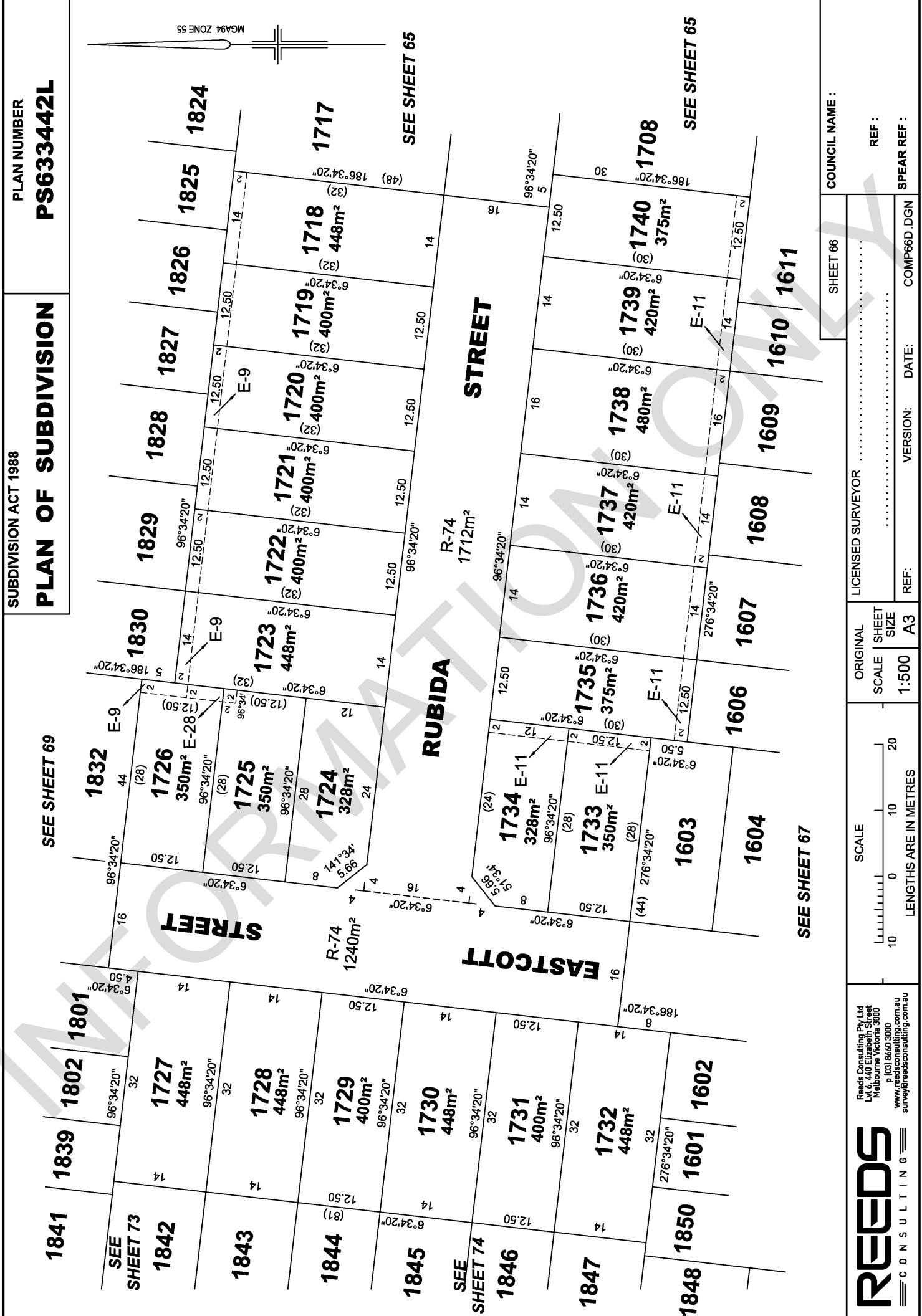
DATE :
VERSION :
REF :

LICENSED SURVEYOR

ORIGINAL SCALE 1:500 SHEET SIZE A3

SCALE
LENGTHS ARE IN METRES
0 10 20

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 www.p0318660300.com.au
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SCALE
 0 10 20
 LENGTHS ARE IN METRES

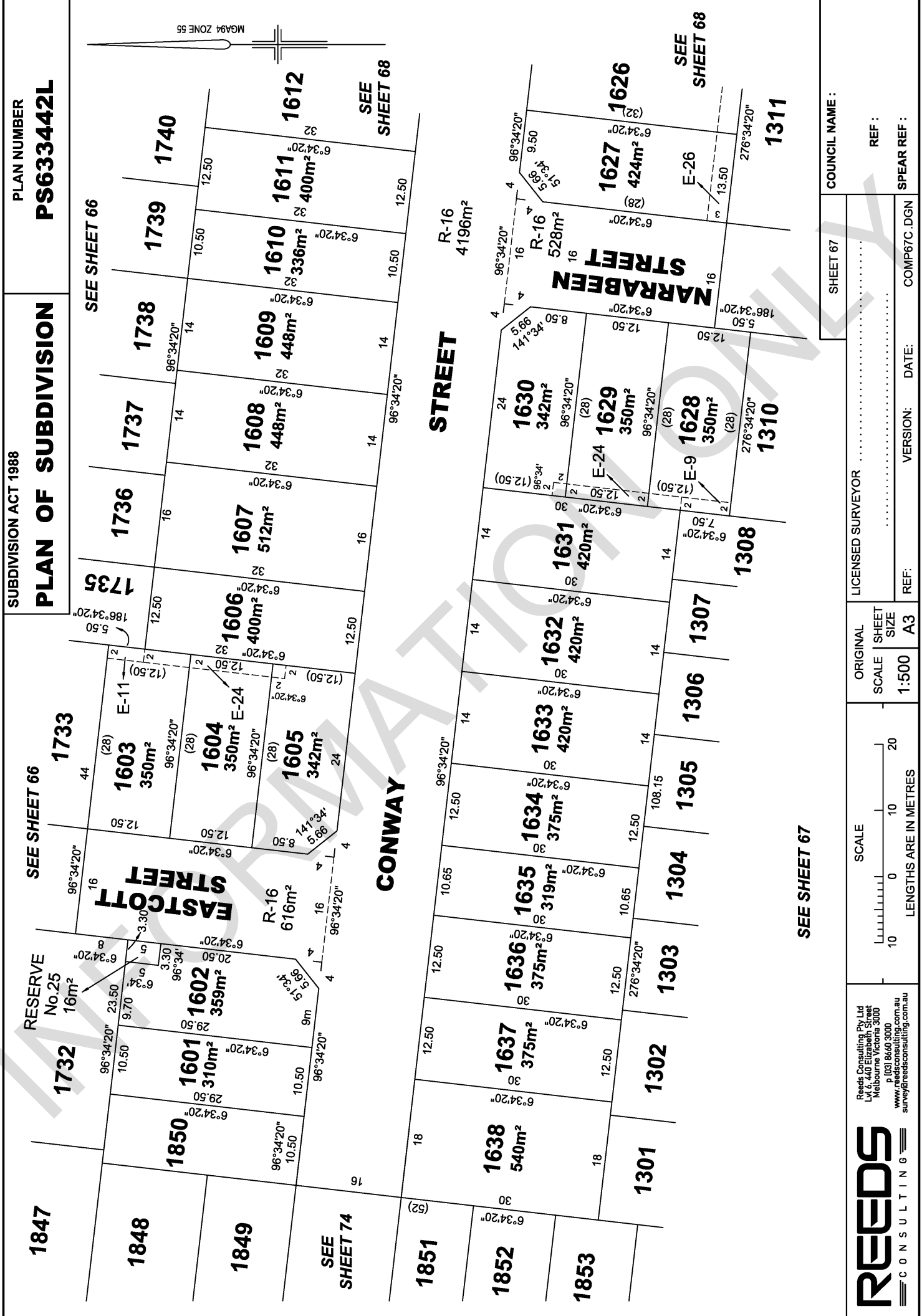
ORIGINAL SCALE 1:500
 SHEET SIZE A3

LICENSED SURVEYOR

VERSION: DATE: REF: COMP66D.DGN

COUNCIL NAME: SHEET 66

REF: SPEAR REF:



SUBDIVISION ACT 1988
PLAN OF SUBDIVISION
 PLAN NUMBER
PS633442L

SEE SHEET 66
 1735
 1736
 1737
 1738
 1739
 1740
 1603
 1604
 1605
 1606
 1607
 1608
 1609
 1610
 1611
 1612
 1847
 1848
 1849
 SEE SHEET 74
 1850
 1601
 1602
 1638
 1637
 1636
 1635
 1634
 1633
 1632
 1631
 1629
 1628
 1627
 1626
 1308
 1307
 1306
 1305
 1304
 1303
 1302
 1301
 1310
 1311
 SEE SHEET 68

SEE SHEET 67
 SHEET 67
 COUNCIL NAME :
 REF :
 SPEAR REF :
 VERSION :
 DATE :
 COMP67C.DGN

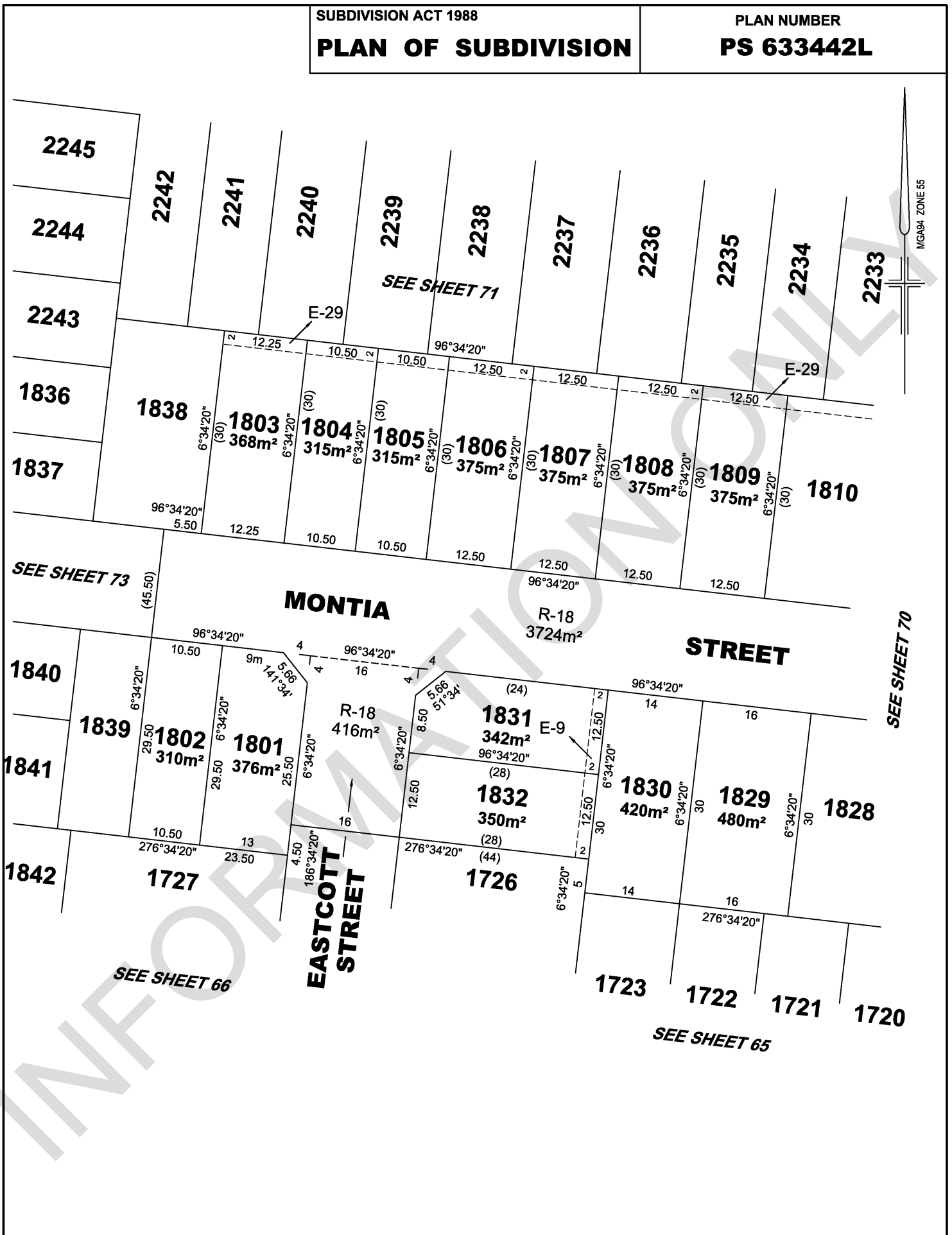
RESERVE No.25
 16m²
 1732

1851
 1852
 1853
 1638
 540m²
 1637
 375m²
 1636
 375m²
 1635
 319m²
 1634
 375m²
 1633
 420m²
 1632
 420m²
 1631
 420m²
 1629
 350m²
 1628
 350m²
 1627
 424m²
 1626
 424m²
 1308
 1307
 1306
 1305
 1304
 1303
 1302
 1301
 1310
 1311
 SEE SHEET 67

LICENSED SURVEYOR
 ORIGINAL SCALE 1:500
 SHEET SIZE A3
 SCALE 10 0 10 20
 LENGTHS ARE IN METRES
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SUBDIVISION ACT 1988
PLAN OF SUBDIVISION

PLAN NUMBER
PS 633442L



LICENSED SURVEYOR NEIL OLIVER	REF: 21873	VERSION:	SHEET 69
.....	DATE:	COMP69C .DGN	COUNCIL NAME : WYNDHAM CITY COUNCIL
<p>Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p [03] 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au</p>	SCALE <p>LENGTHS ARE IN METRES</p>		ORIGINAL SCALE SHEET 1:500 A3
	REF : SPEAR REF :		

SUBDIVISION ACT 1988
PLAN OF SUBDIVISION
PLAN NUMBER
PS633442L



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survey@reedsconsulting.com.au

SCALE
0 10 20
LENGTHS ARE IN METRES

ORIGINAL SCALE 1:500
SHEET SIZE A3

LICENSED SURVEYOR
DIGITALLY SIGNED
REF:
VERSION:
DATE:
SPEAR REF:
COMPTOC.DGN

SHEET 70

COUNCIL NAME:

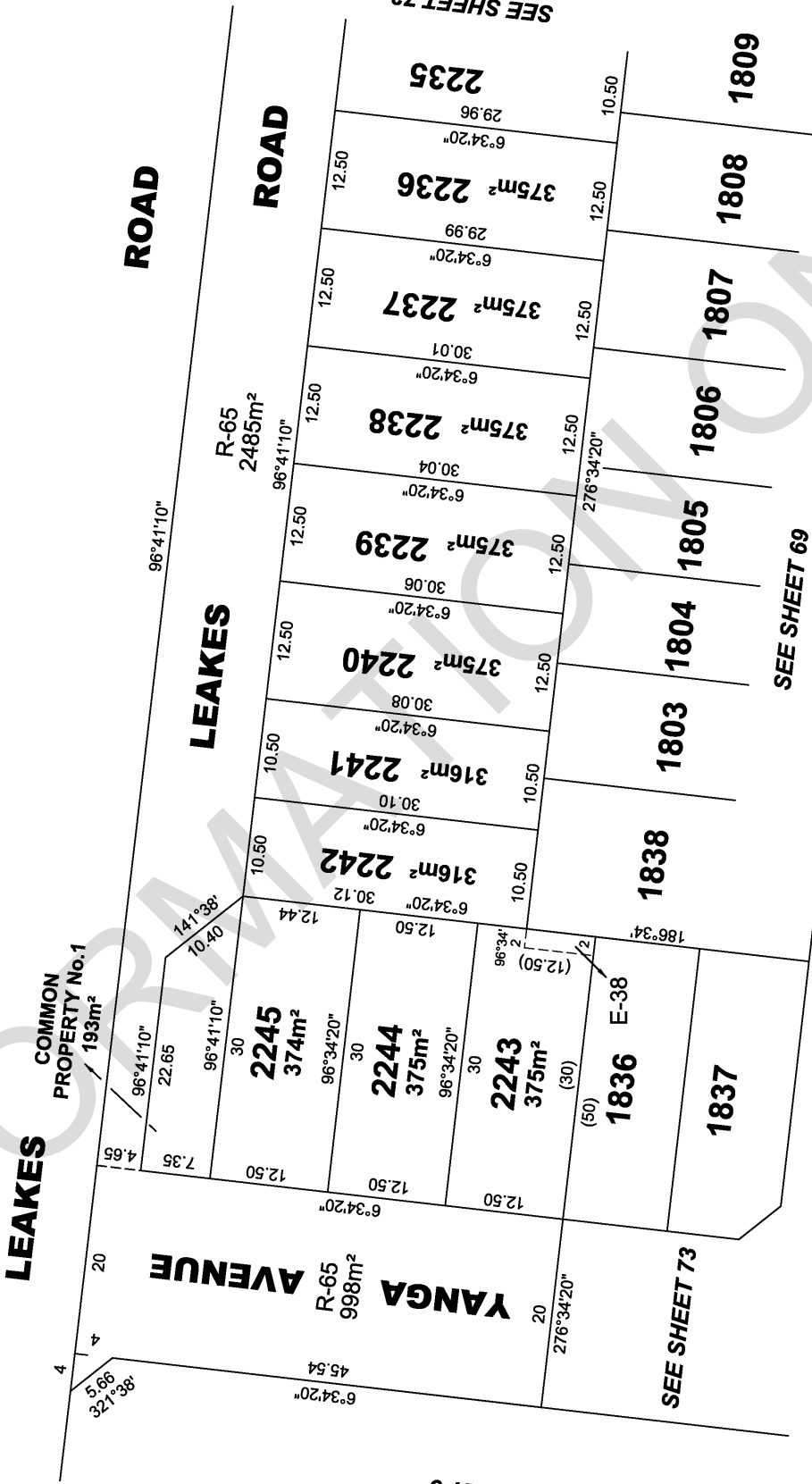
SUBDIVISION ACT 1988

PLAN NUMBER

PS 633442L

PLAN OF SUBDIVISION

MGA94 ZONE 55



MONTIA STREET

ROAD

LEAKES

ROAD

YANGA AVENUE

SEE SHEET 73

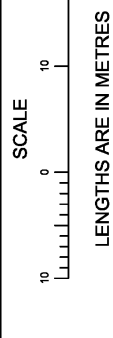
SEE SHEETS 5

SEE SHEET 69

SEE SHEET 72



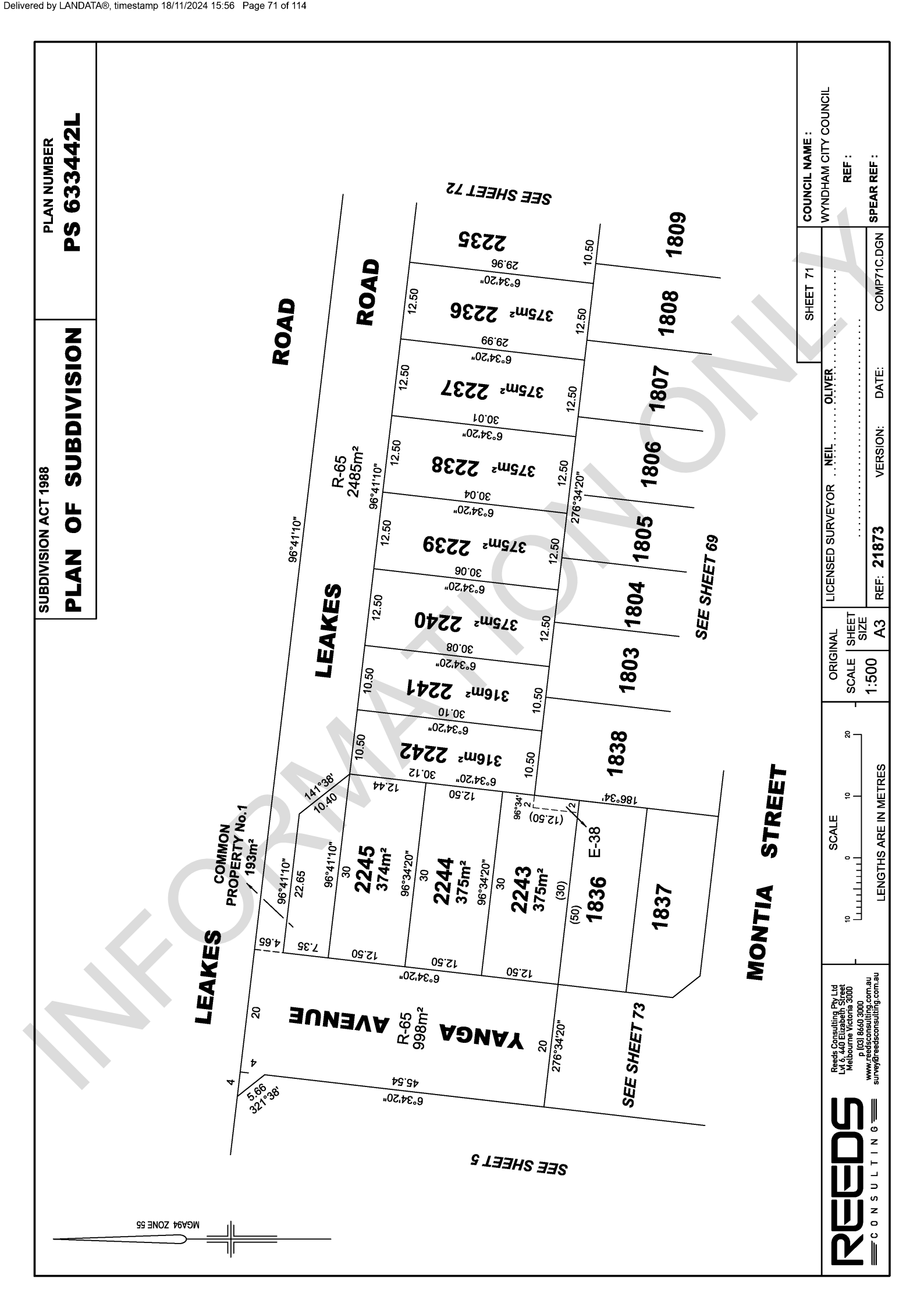
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 p 031 8660 3000
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ORIGINAL SCALE 1:500
 SHEET SIZE A3

LICENSED SURVEYOR NEIL OLIVER
 REF: 21873
 VERSION: DATE:
 COMP71C.DGN

SHEET 71
 COUNCIL NAME: WYNDHAM CITY COUNCIL
 REF:
 SPEAR REF:



SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

PLAN NUMBER

PS 633442L

MGA94 ZONE 55

LEAKES

LEAKES

ROAD

ROAD

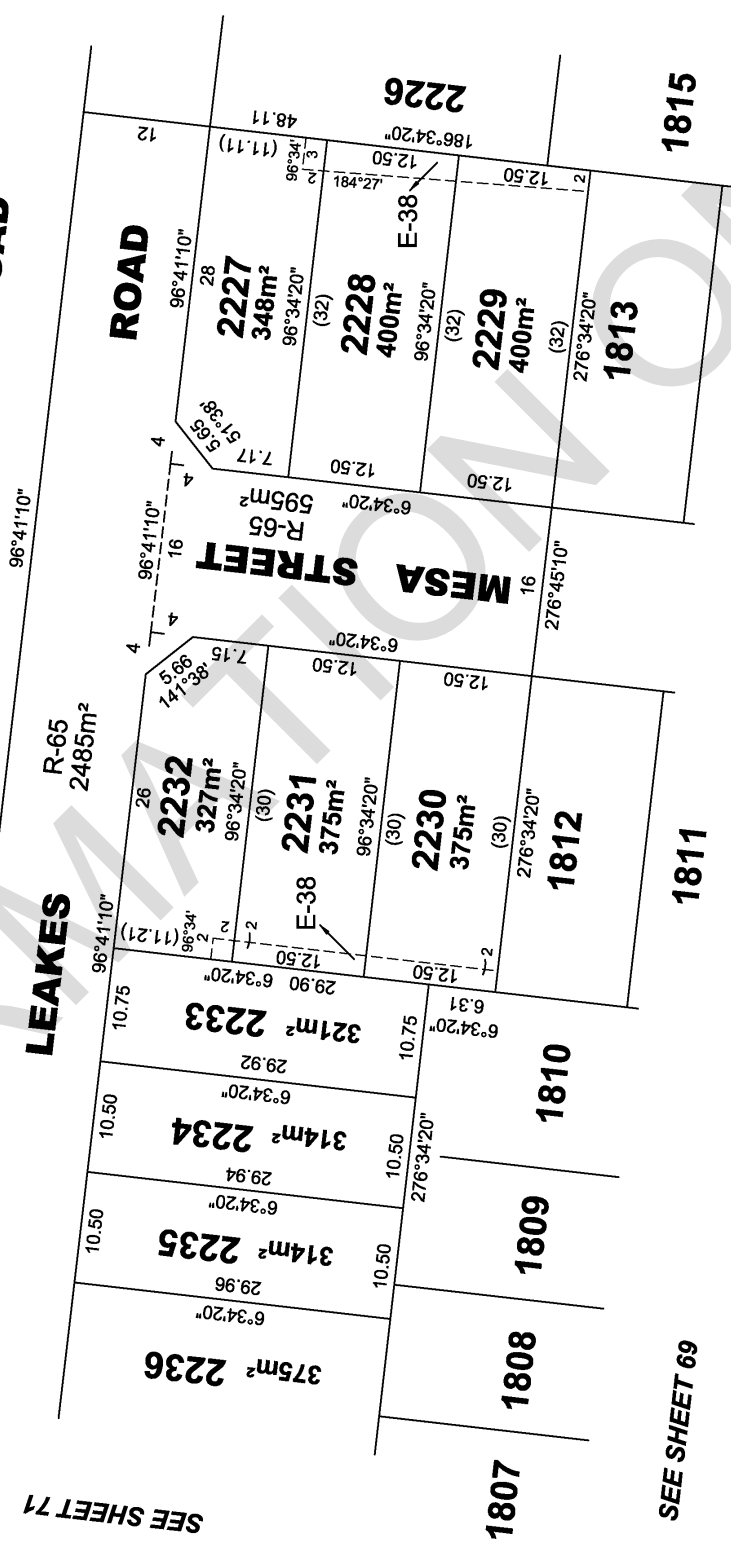
MESA STREET

SEE SHEET 71

SEE SHEET 45

SEE SHEET 69

SEE SHEET 70



SHEET 72

COUNCIL NAME : WYNDHAM CITY COUNCIL

REF :

SPEAR REF :

LICENSED SURVEYOR : NEIL OLIVER

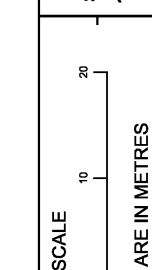
VERSION : DATE :

REF : 21873

COMP72C.DGN

ORIGINAL SCALE 1:500

SHEET SIZE A3

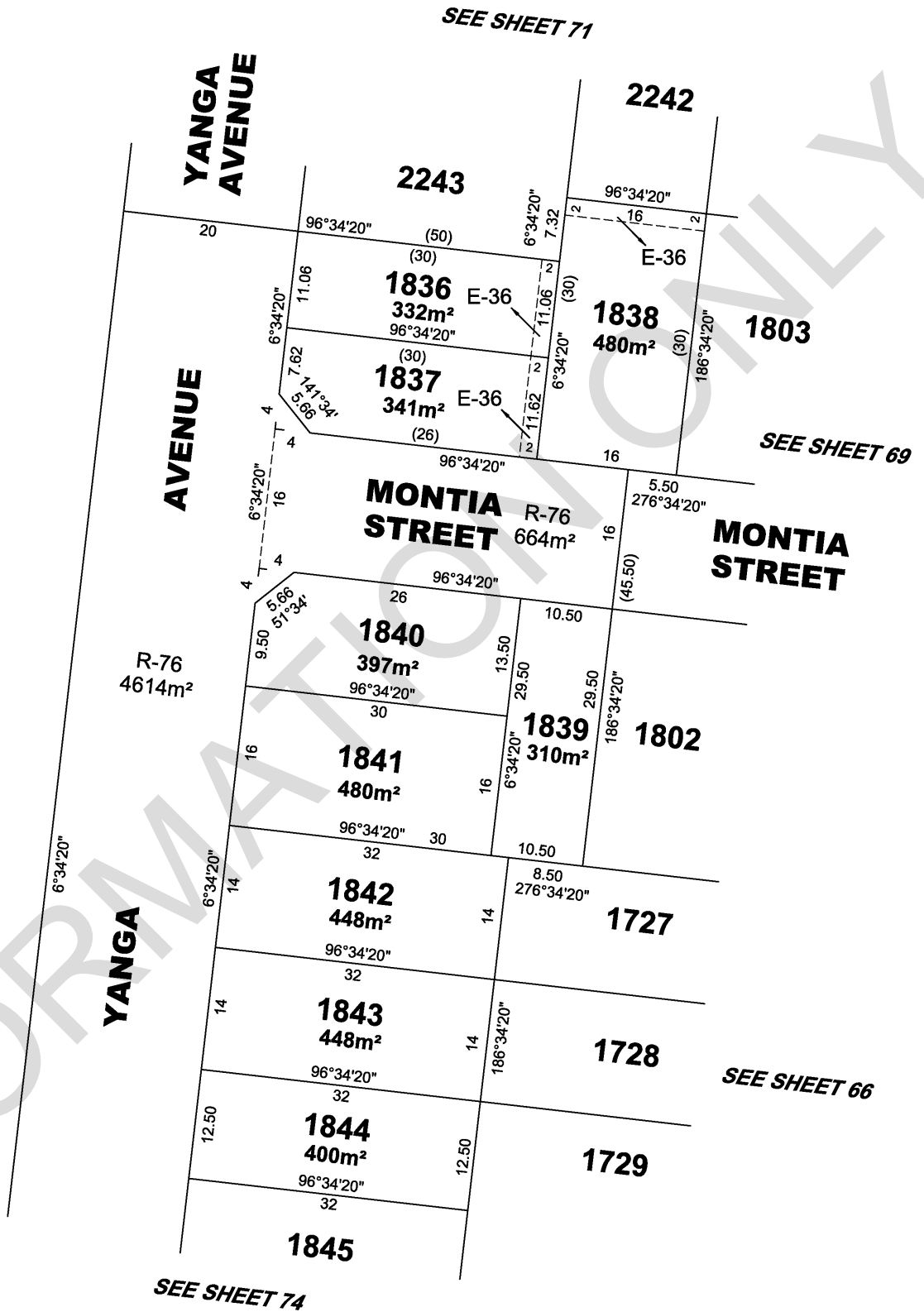
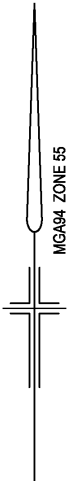


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PLAN OF SUBDIVISION

PLAN NUMBER
PS 633442L



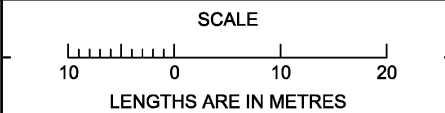
LICENSED SURVEYOR

REF: 21873 VERSION:
 DATE: COMP73A .DGN

SHEET 73
 COUNCIL NAME :

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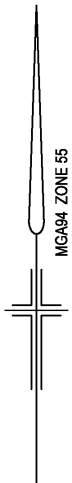


ORIGINAL
 SCALE SHEET
 1:500 A3

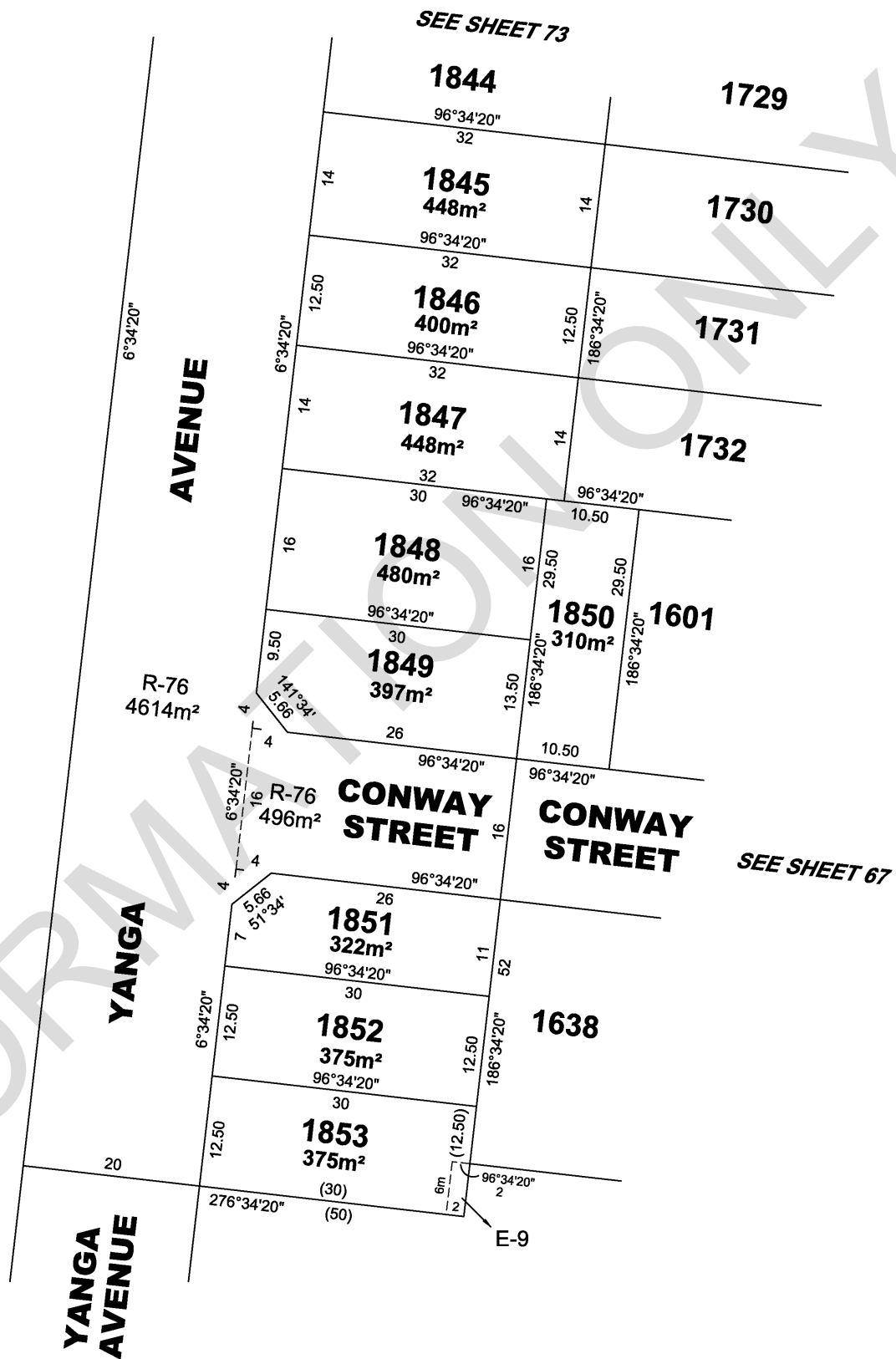
REF :
 SPEAR REF :

SUBDIVISION ACT 1988
PLAN OF SUBDIVISION

PLAN NUMBER
PS 633442L



RESERVE
 No. 10
 SEE SHEET 5



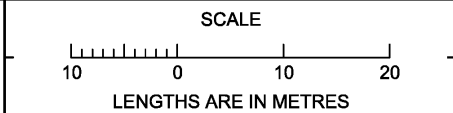
LICENSED SURVEYOR

REF: 21873 VERSION:
 DATE: COMP73A .DGN

SHEET 74
 COUNCIL NAME :

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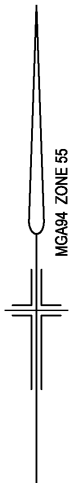


ORIGINAL
 SCALE SHEET
 SIZE
 1:500 A3

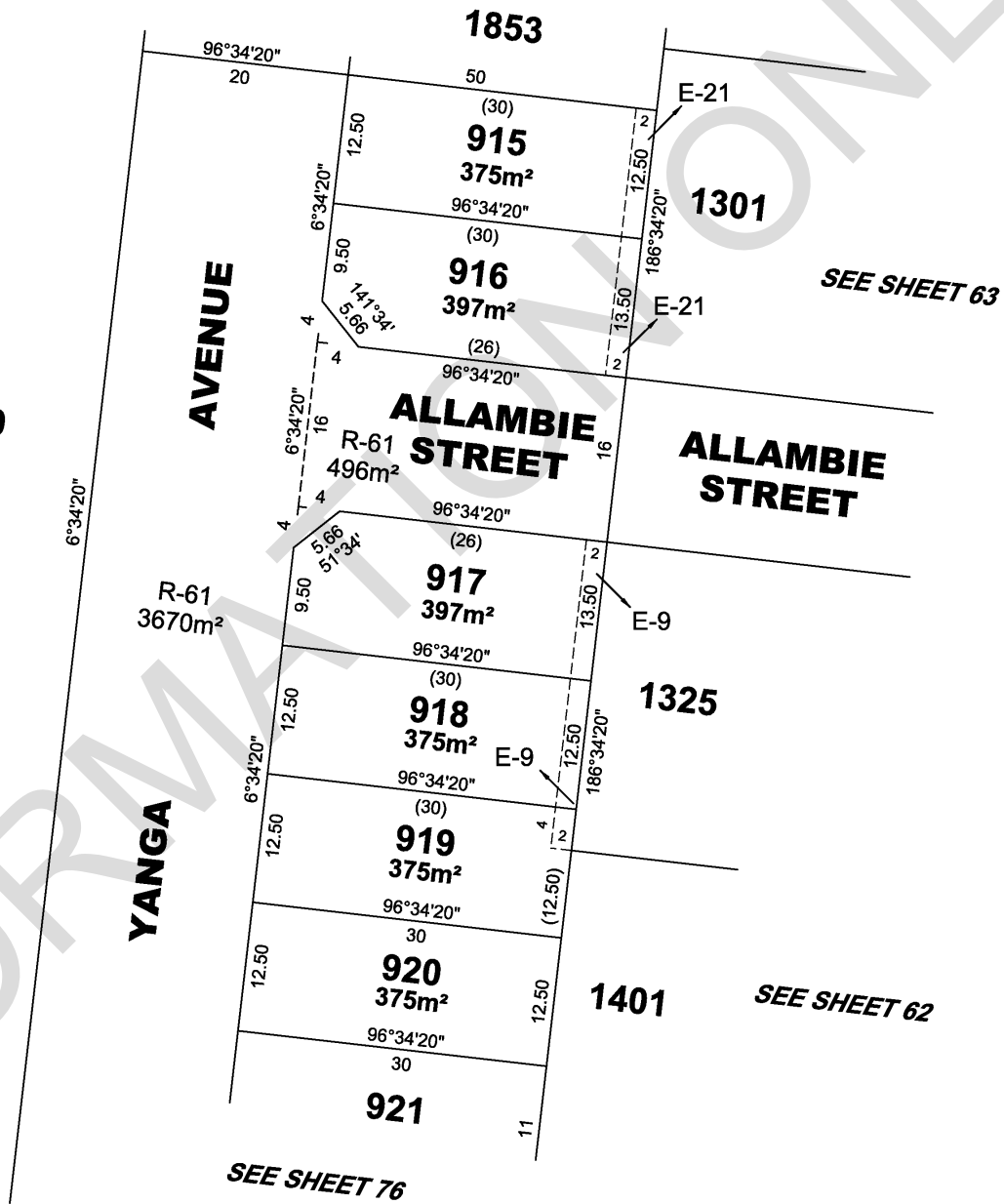
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 SPEAR REF :


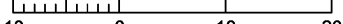
SUBDIVISION ACT 1988
PLAN OF SUBDIVISION

PLAN NUMBER
PS 633442L



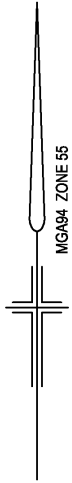
RESERVE No. 10
 SEE SHEET 5



LICENSED SURVEYOR NEIL OLIVER  Reeds Consulting Pty Ltd Lvl 4, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au	REF: 21873	VERSION:	SHEET 75
	DATE:	COMP75C .DGN	COUNCIL NAME :
SCALE  LENGTHS ARE IN METRES		ORIGINAL SCALE SHEET 1:500 A3	

SUBDIVISION ACT 1988
PLAN OF SUBDIVISION

PLAN NUMBER
PS 633442L



RESERVE No. 10

SEE SHEET 5

AVENUE

SEE SHEET 75

920

96°34'20"

30

921

322m²

26

1401

1402

HOWE STREET

HOWE STREET

R-61

496m²

922

424m²

1427

E-9

1426

923

512m²

1425

SEE SHEET 62

1206

924

448m²

1205

925

448m²

1204

1203

926

400m²

SEE SHEET 37

928

YANGA AVENUE

YANGA

GARIG WAY

LICENSED SURVEYOR NEIL OLIVER	REF: 21873	VERSION:	SHEET 76
	DATE:	COMP76C .DGN	COUNCIL NAME :
 Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au	SCALE LENGTHS ARE IN METRES		ORIGINAL SCALE SHEET 1:500 A3 REF : SPEAR REF :

PLAN NUMBER
PS 633442L

LEAKES

ROAD

LEAKES

ROAD

C

ROAD

ROAD

ROAD

B

SEE SHEET 91

MGA94 ZONE 55

CHITWAN

ROAD

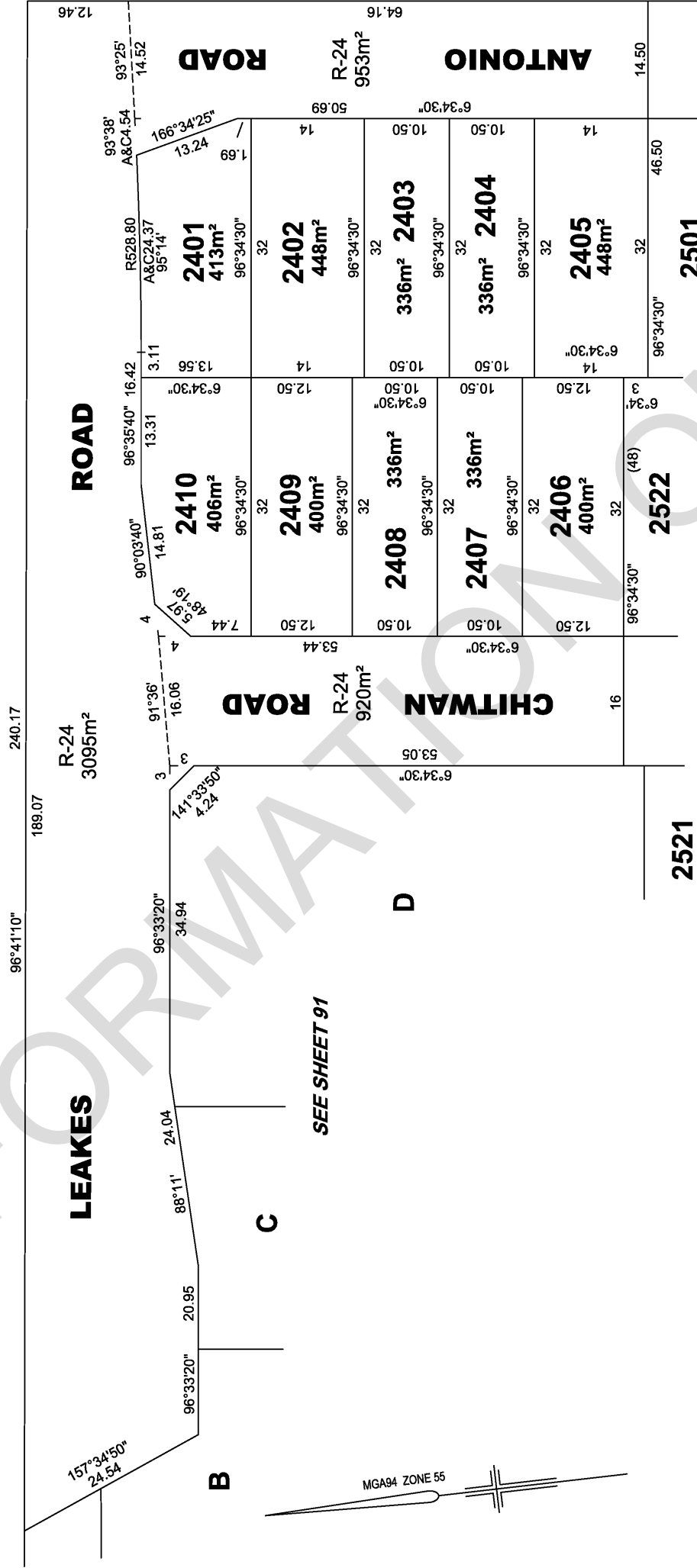
ANTONIO

2521

SEE SHEET 78

2501

SEE SHEET 78



REF: **21873**

VERSION: _____ DATE: **COMP77D.DGN**

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SCALE 1:500

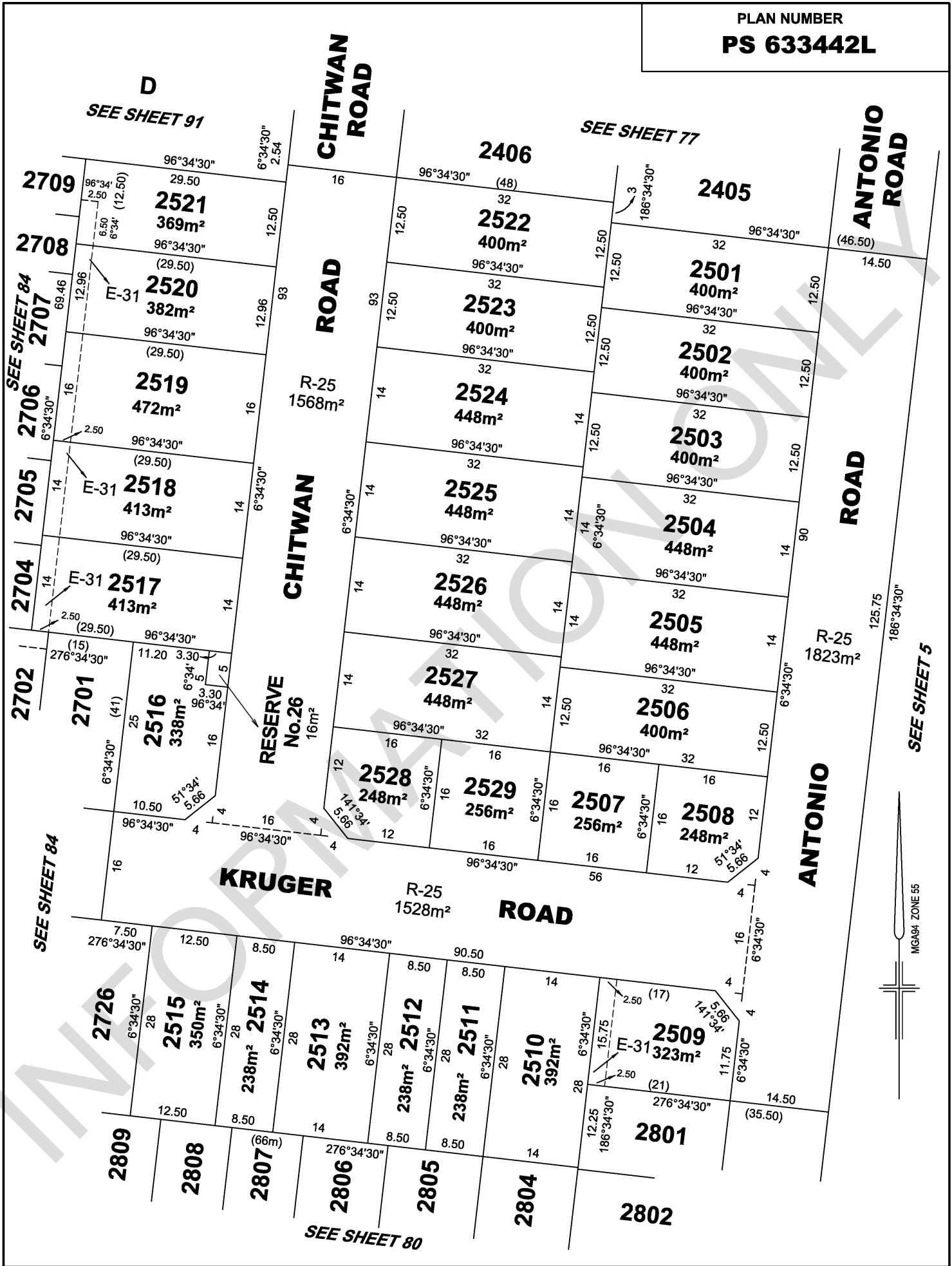
LENGTHS ARE IN METRES

LICENSED SURVEYOR
.....
THOMAS A MILLAR

ORIGINAL SHEET SIZE **A3**

SHEET **77**



PLAN NUMBER
PS 633442L



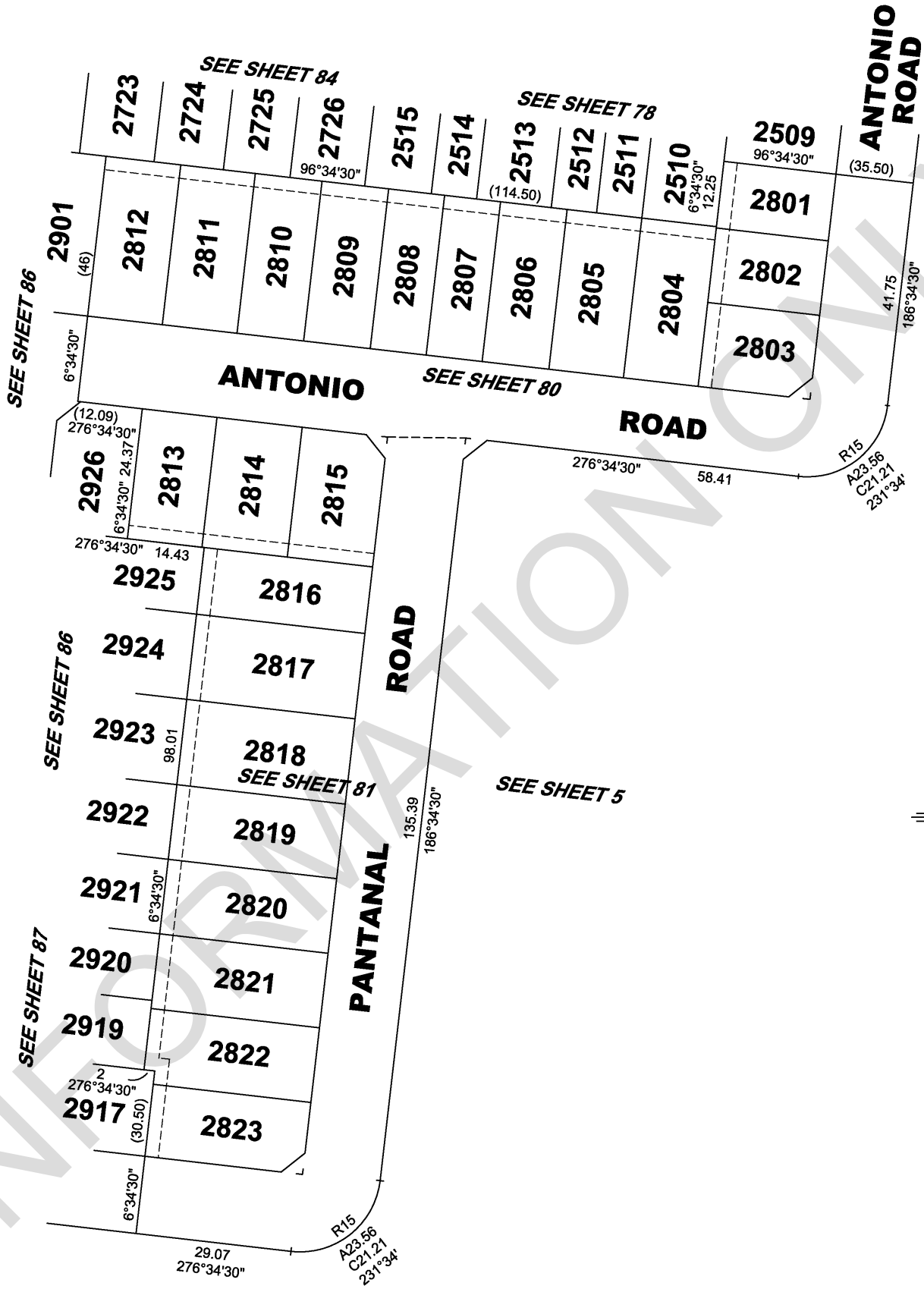
SEE SHEET 5



MG94/1 ZONE 55

REF: 21873	VERSION:	DATE: COMP78E.DGN	SCALE 1:500  LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 78
		Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au		LICENSED SURVEYOR THOMAS A MILLAR	

PLAN NUMBER
PS 633442L

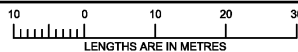


REF:
21873

VERSION:

DATE:
COMP79D.DGN

SCALE
1:750



ORIGINAL SHEET
SIZE A3

SHEET 79

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LICENSED SURVEYOR

.....
THOMAS A MILLAR
.....

PLAN NUMBER

PS 633442L

ANTONIO ROAD

ROAD

SEE SHEET 5

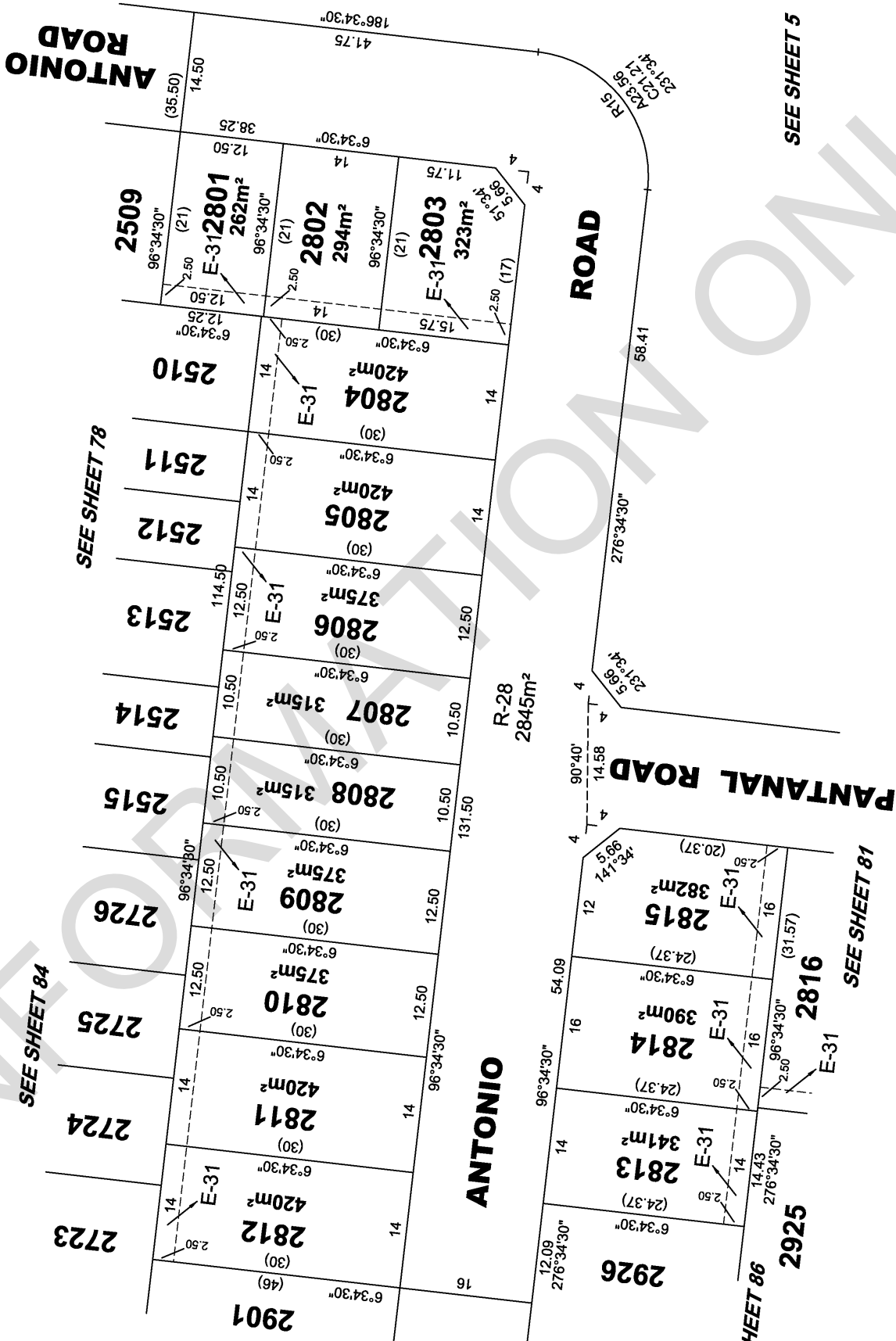
SEE SHEET 78

SEE SHEET 84

SEE SHEET 86

SEE SHEET 88

MGA94 ZONE 55



SHEET 80

ORIGINAL SHEET SIZE A3

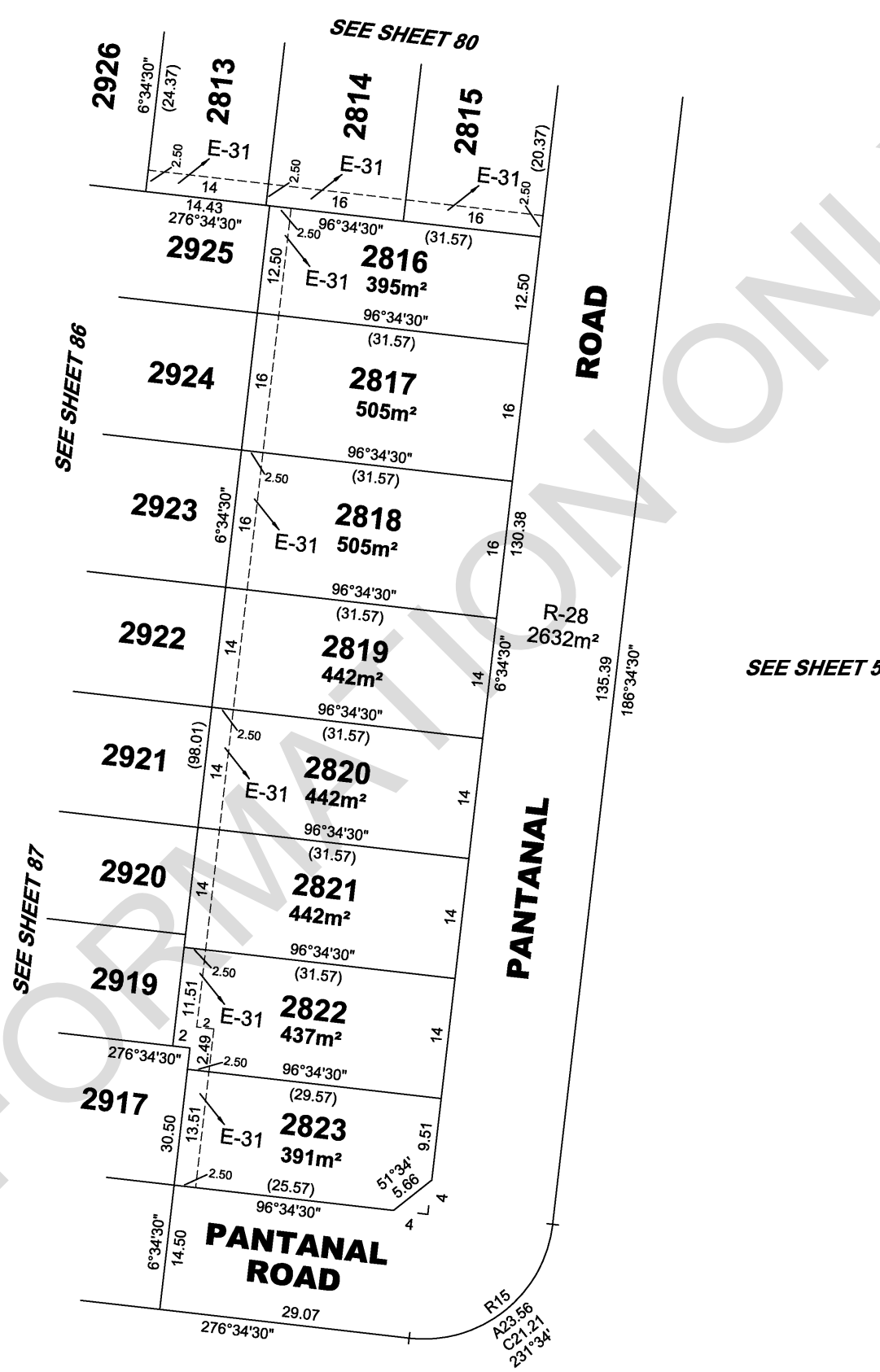
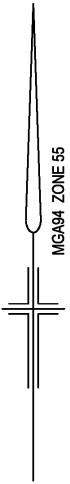
SCALE 1:500 LENGTHS ARE IN METRES

REF: 21873 VERSION: COMP80C.DGN DATE: COMP80C.DGN

LICENSED SURVEYOR THOMAS A MILLAR

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PLAN NUMBER
PS 633442L

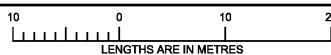


REF:
21873

VERSION:

DATE:
COMP81B.DGN

SCALE
1:500



ORIGINAL SHEET
SIZE A3

SHEET 81

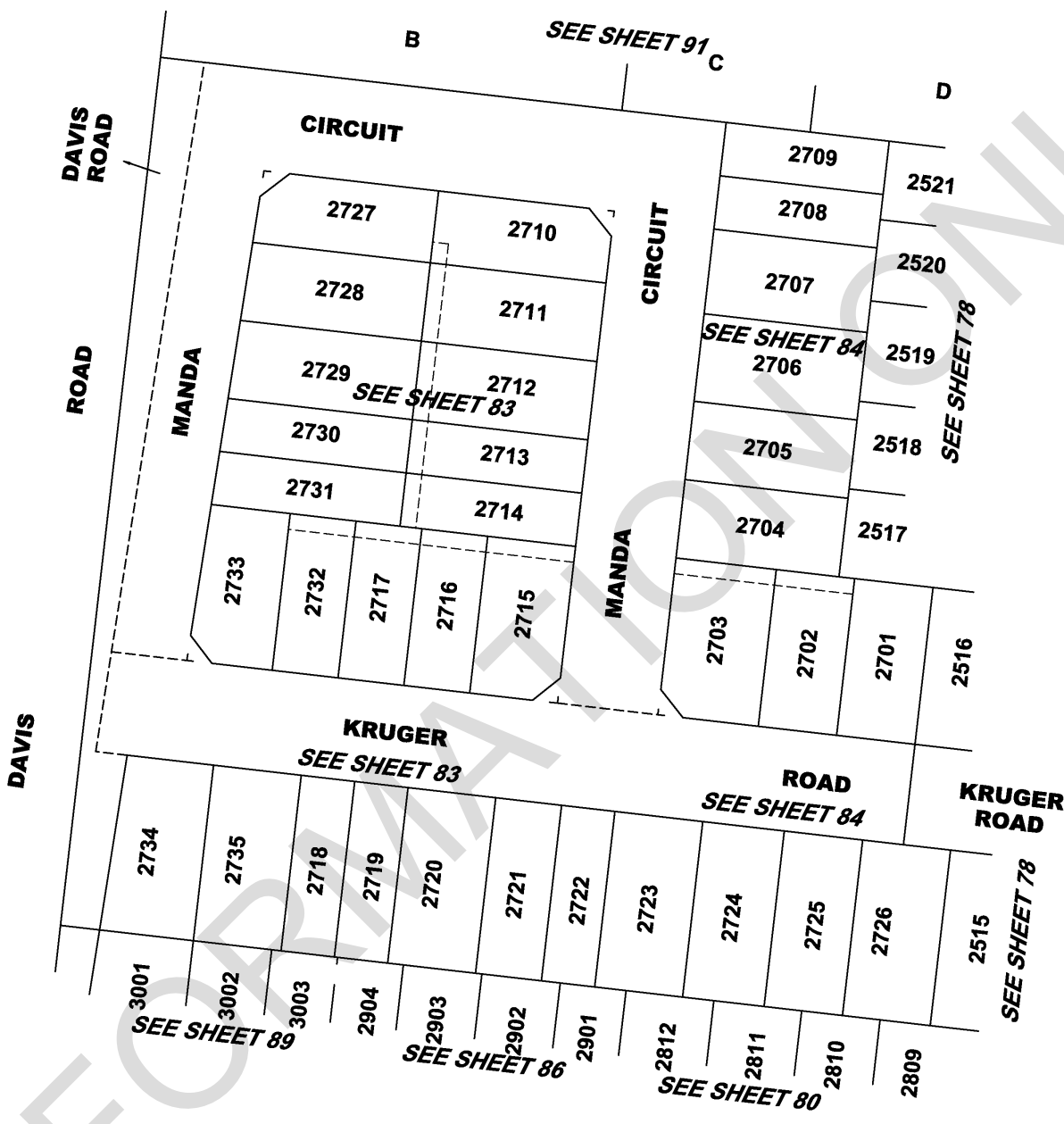
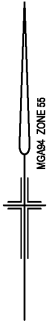
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LICENSED SURVEYOR

THOMAS A MILLAR

PLAN NUMBER
PS 633442L

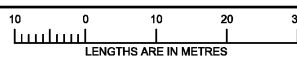


REF:
21873

VERSION:

DATE:
COMP82B.DGN

SCALE
1:750



ORIGINAL SHEET
SIZE A3

SHEET 82

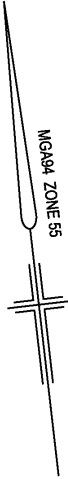
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LICENSED SURVEYOR

.....
THOMAS A MILLAR
.....

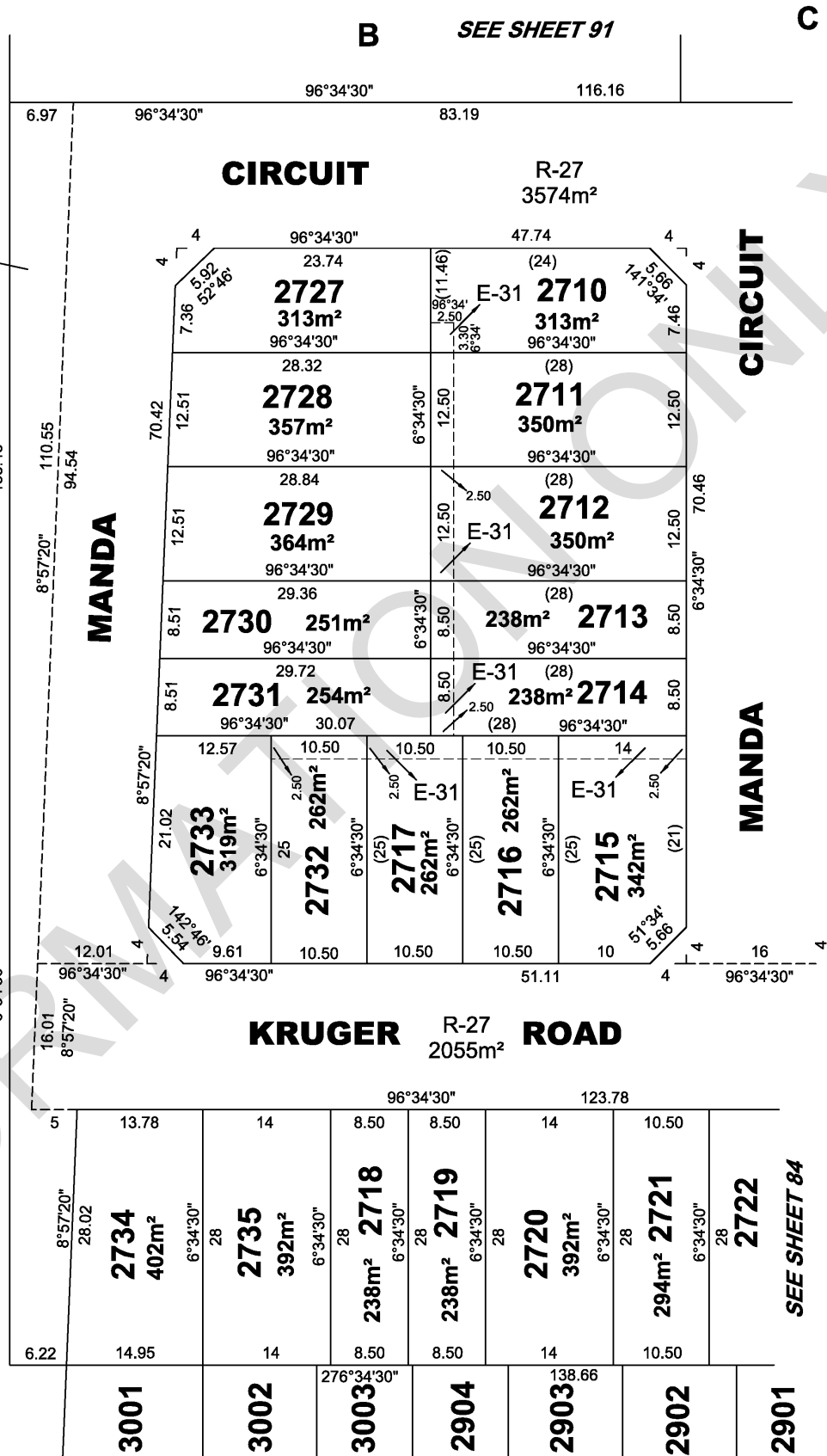
PLAN NUMBER
PS 633442L



DAVIS ROAD
R-27
707m²

ROAD

DAVIS ROAD



SEE SHEET 89

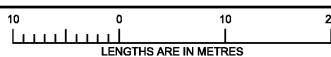
SEE SHEET 86

REF:
21873

VERSION:

DATE:
COMP83B.DGN

SCALE
1:500



ORIGINAL SHEET
SIZE A3

SHEET 83

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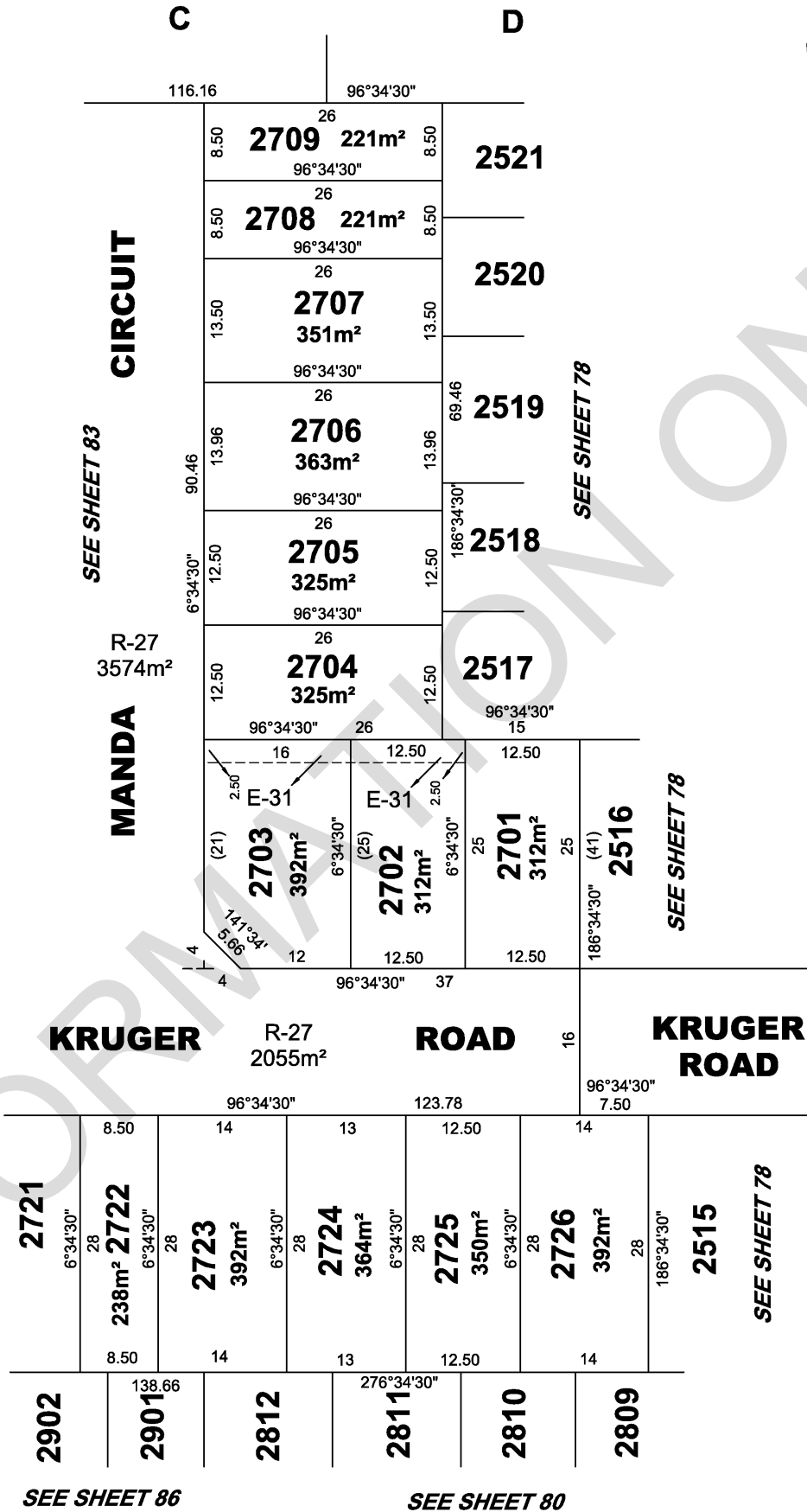
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LICENSED SURVEYOR

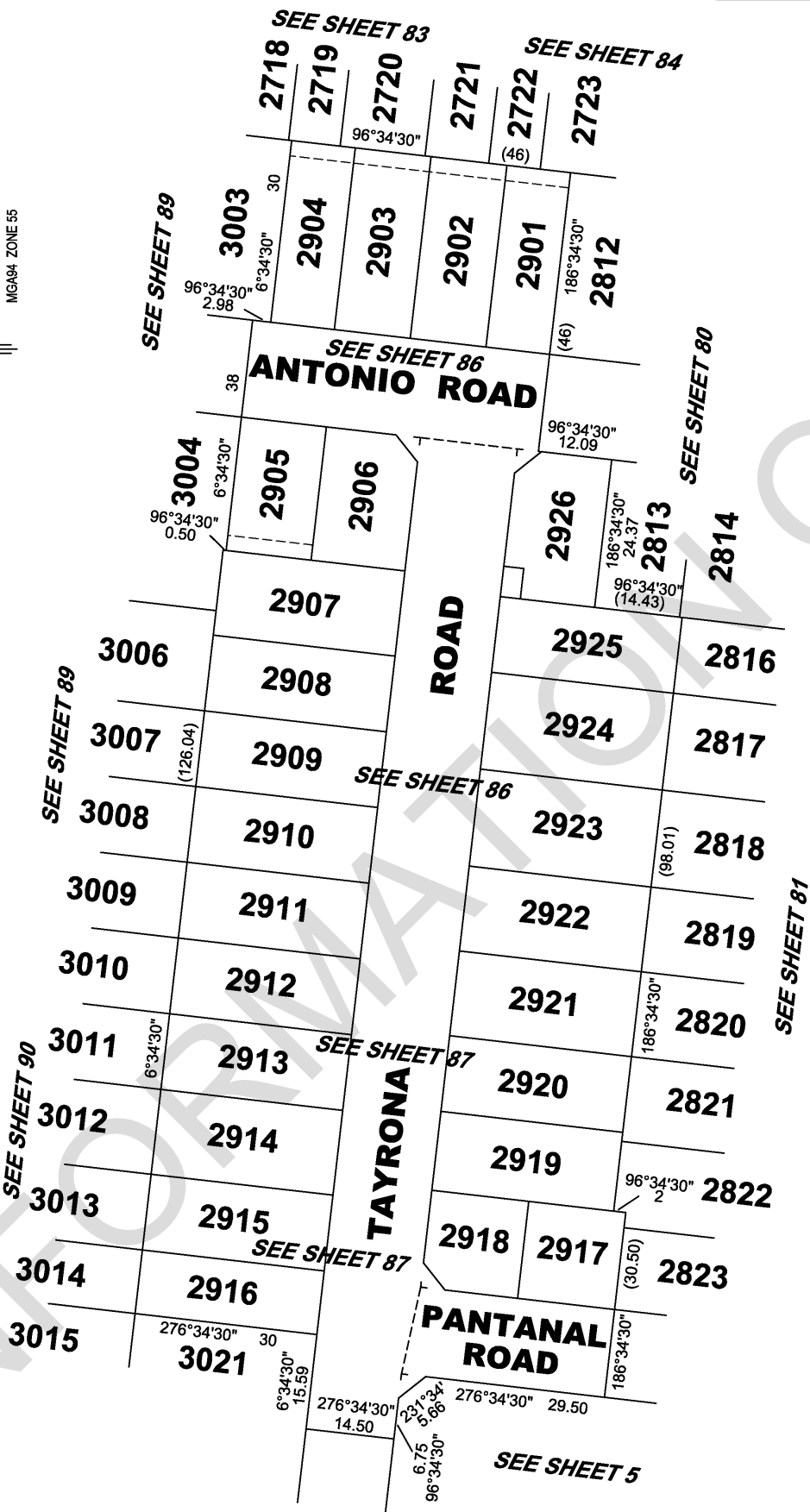
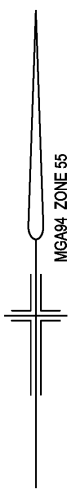
THOMAS A MILLAR

PLAN NUMBER
PS 633442L

SEE SHEET 91

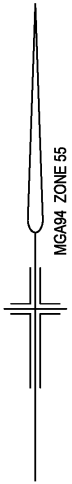


PLAN NUMBER
PS 633442L



REF: 21873	VERSION:	DATE: COMP85B.DGN	SCALE 1:750	<p>LENGTHS ARE IN METRES</p>	ORIGINAL SHEET SIZE A3	SHEET 85
<p>Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au</p>			LICENSED SURVEYOR THOMAS A MILLAR			

PLAN NUMBER
PS 633442L



MGA94 ZONE 55

SEE SHEET 83

SEE SHEET 84

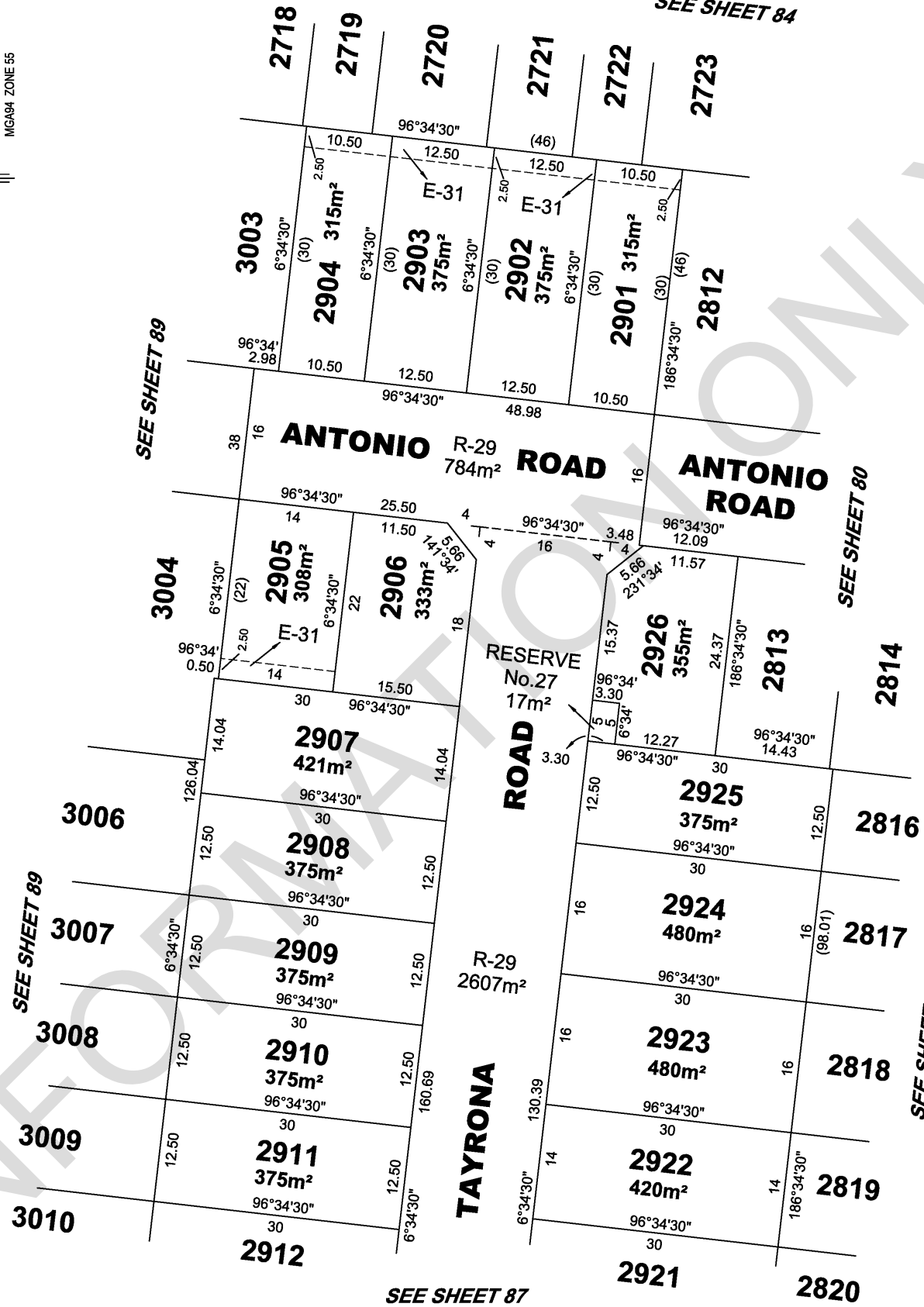
SEE SHEET 89

SEE SHEET 80

SEE SHEET 89

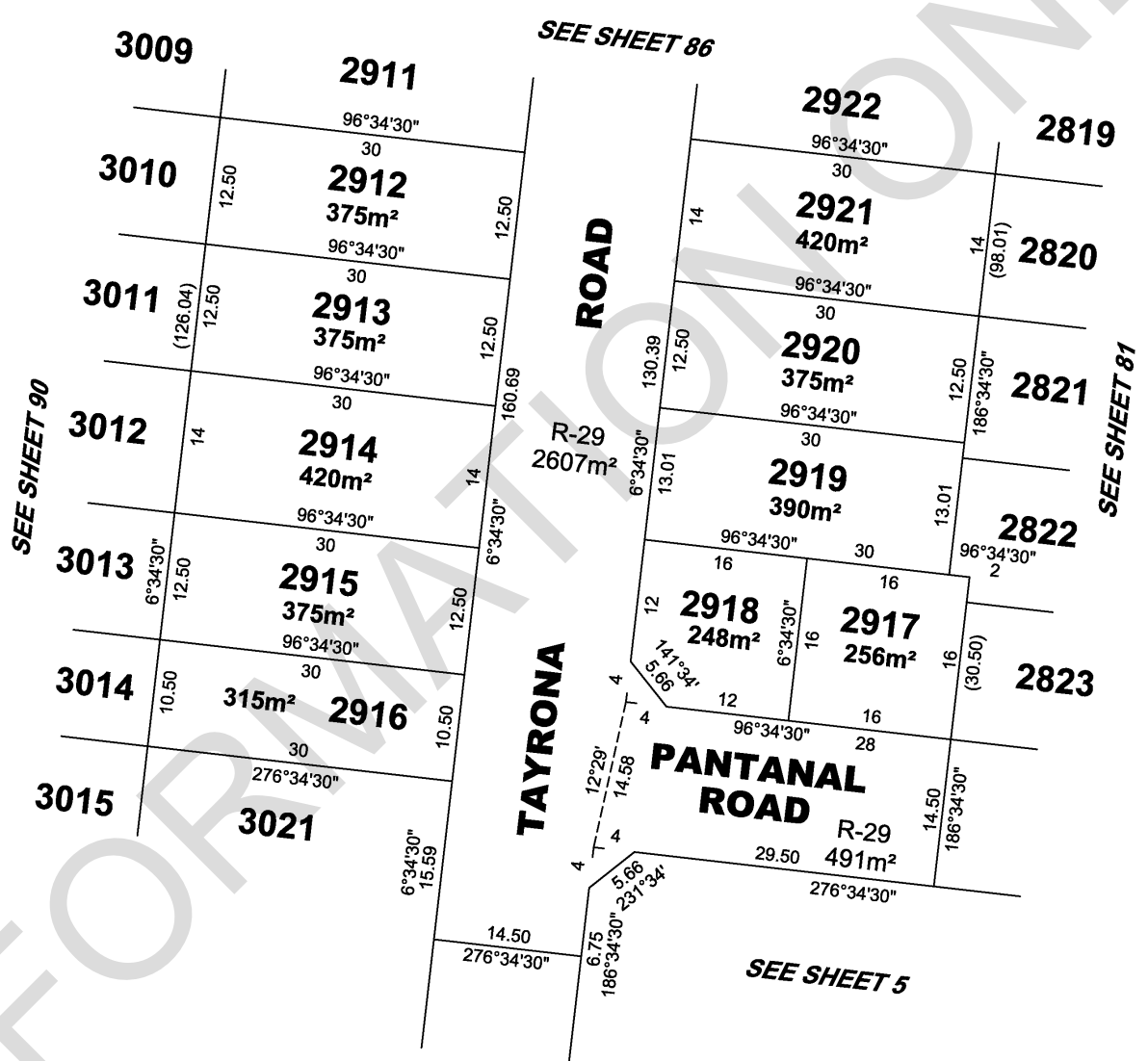
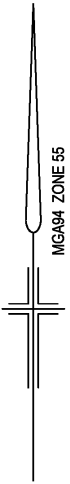
SEE SHEET 81

SEE SHEET 87



REF: 21873	VERSION:	DATE: COMP86B.DGN	SCALE 1:500 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 86
		Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au		LICENSED SURVEYOR THOMAS A MILLAR	

PLAN NUMBER
PS 633442L

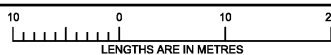


REF:
21873

VERSION:

DATE:
COMP87B.DGN

SCALE
1:500



ORIGINAL SHEET
SIZE A3

SHEET 87

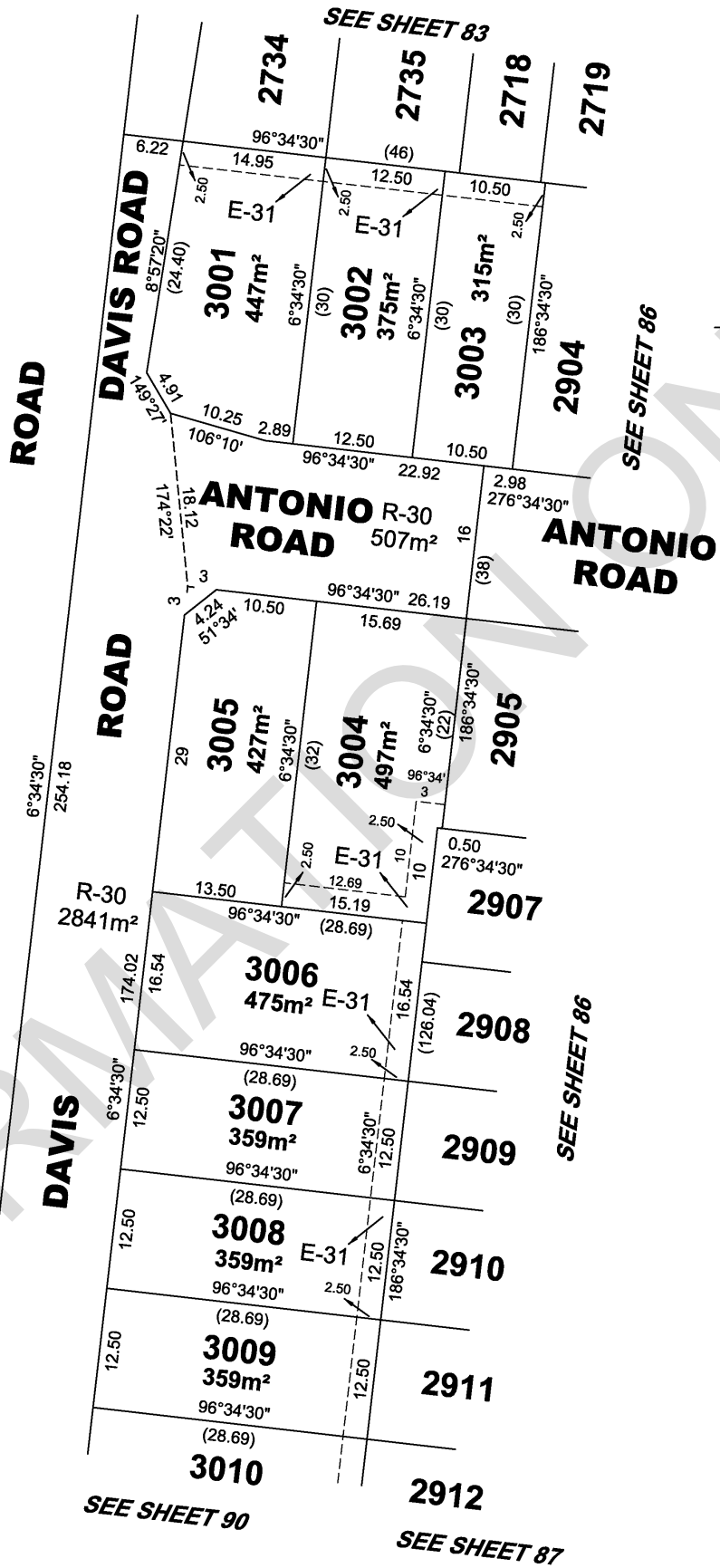
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LICENSED SURVEYOR

.....
THOMAS A MILLAR
.....

PLAN NUMBER
PS 633442L



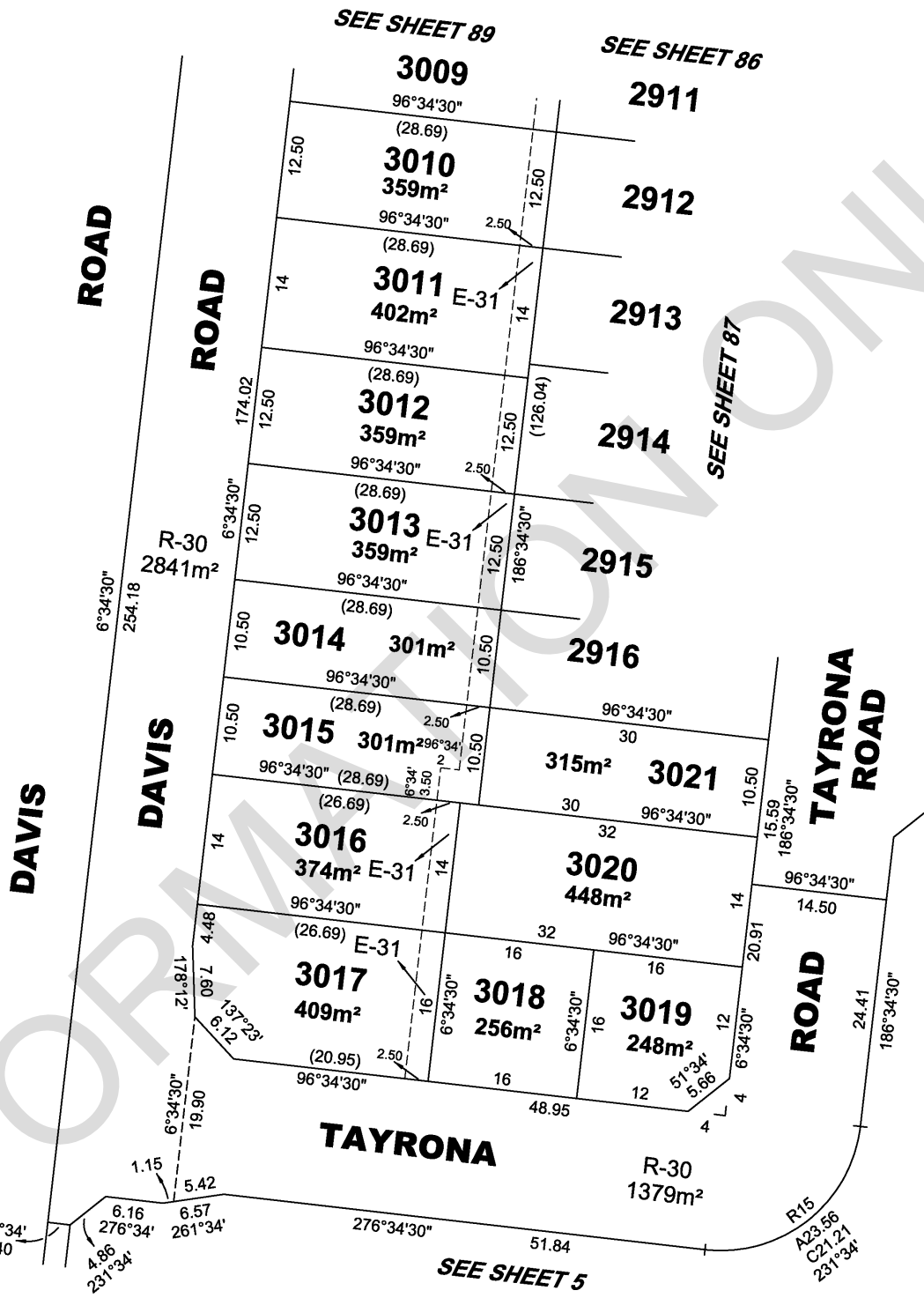
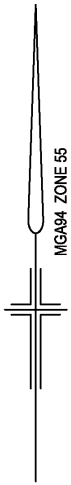
REF: 21873	VERSION:	DATE: COMP89B.DGN	SCALE 1:500	<p>LENGTHS ARE IN METRES</p>	ORIGINAL SHEET SIZE A3	SHEET 89
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LICENSED SURVEYOR
..... THOMAS A MILLAR

PLAN NUMBER
PS 633442L

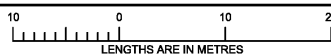


REF:
21873

VERSION:

DATE:
COMP90B.DGN

SCALE
1:500



ORIGINAL SHEET
SIZE A3

SHEET 90

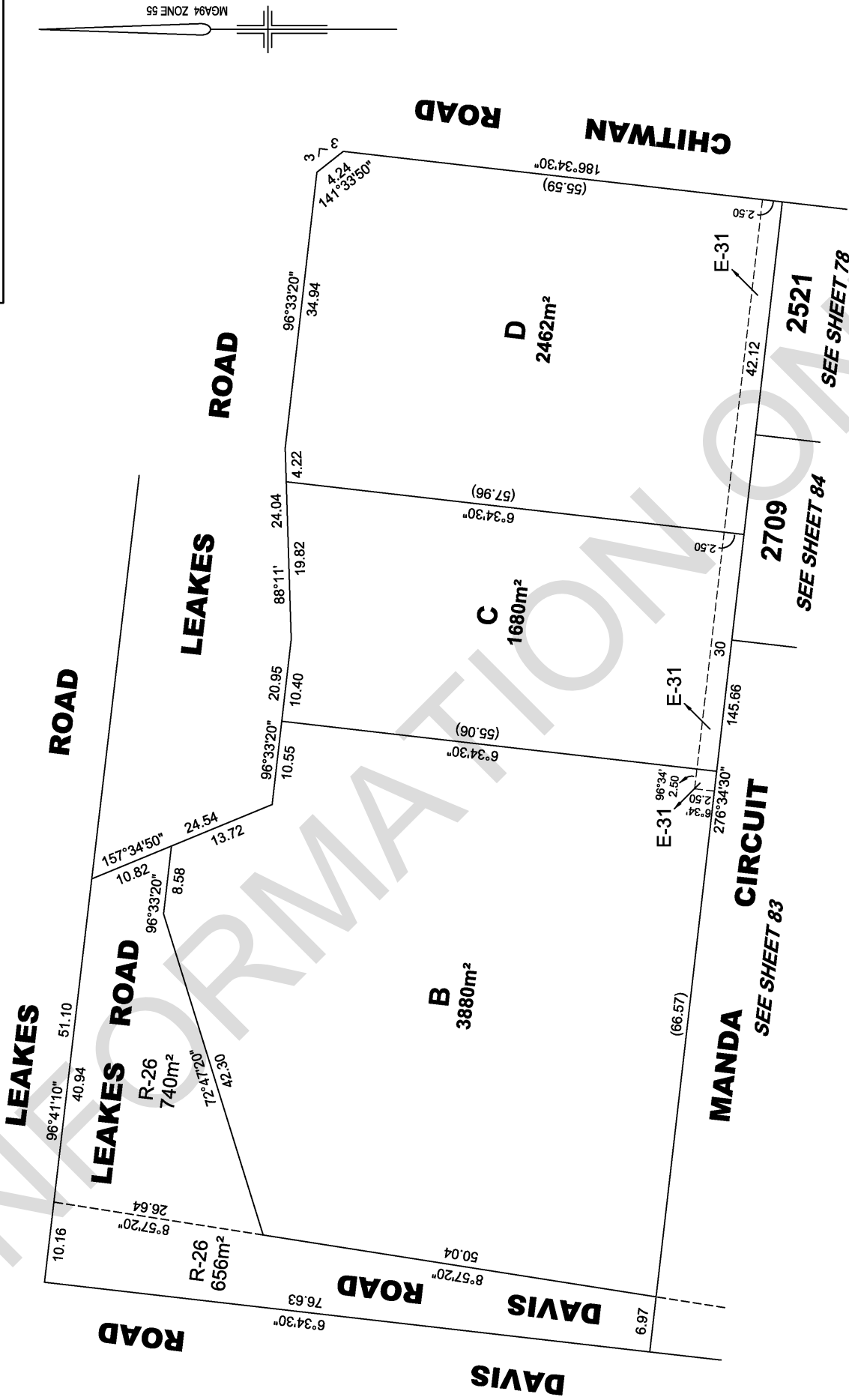
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LICENSED SURVEYOR

THOMAS A MILLAR

PLAN NUMBER
PS 633442L



REF: **21873**

VERSION: COMP91B.DGN

DATE: 18/11/2024

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SCALE 1:500

LENGTHS ARE IN METRES

LICENSED SURVEYOR
 THOMAS A. MILLAR

ORIGINAL SHEET SIZE A3

SHEET 91

SUBDIVISION ACT 1988
PLAN OF SUBDIVISION

PLAN NUMBER
PS 633442L

CREATION OF RESTRICTION 5

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

Table of Land Burdened and Land Benefitted:

Land to Benefit: 2201 to 2226 (Both Inclusive)
 Land to be Burdened: 2201 to 2226 (Both Inclusive)

For the purposes of this restriction:


- (a) Dwelling refers to the residential house on the burdened lot and excludes Garages, verandas, porches, balconies, decks, landings and steps.
- (b) All distances are to be measured at right angles.

Description of Restriction:

The registered proprietor or proprietors for the time being of any lot on this plan to which the following restrictions apply shall not, unless with the consent of the responsible authority:

1. Construct or permit to be constructed or allow to remain any dwelling (including the garage) outside the area shown as "hatched" on the building envelope diagram.
2. Construct or permit to be constructed or allow to remain any building other than a garage inside the area shown as "cross hatched" (garage zone) on the building envelope diagram.

This Creation of Restriction Number 5 shall cease to have effect the day which is 10 years from the day of registration of Stage 22 of this plan.

LICENSED SURVEYOR ... NEIL OLIVER  Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au	REF: 21873	VERSION:	SHEET 92
	DATE:	COMP92B.DGN	ORIGINAL SCALE SHEET SIZE NOT TO SCALE A3

SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

PLAN NUMBER

PS 633442L

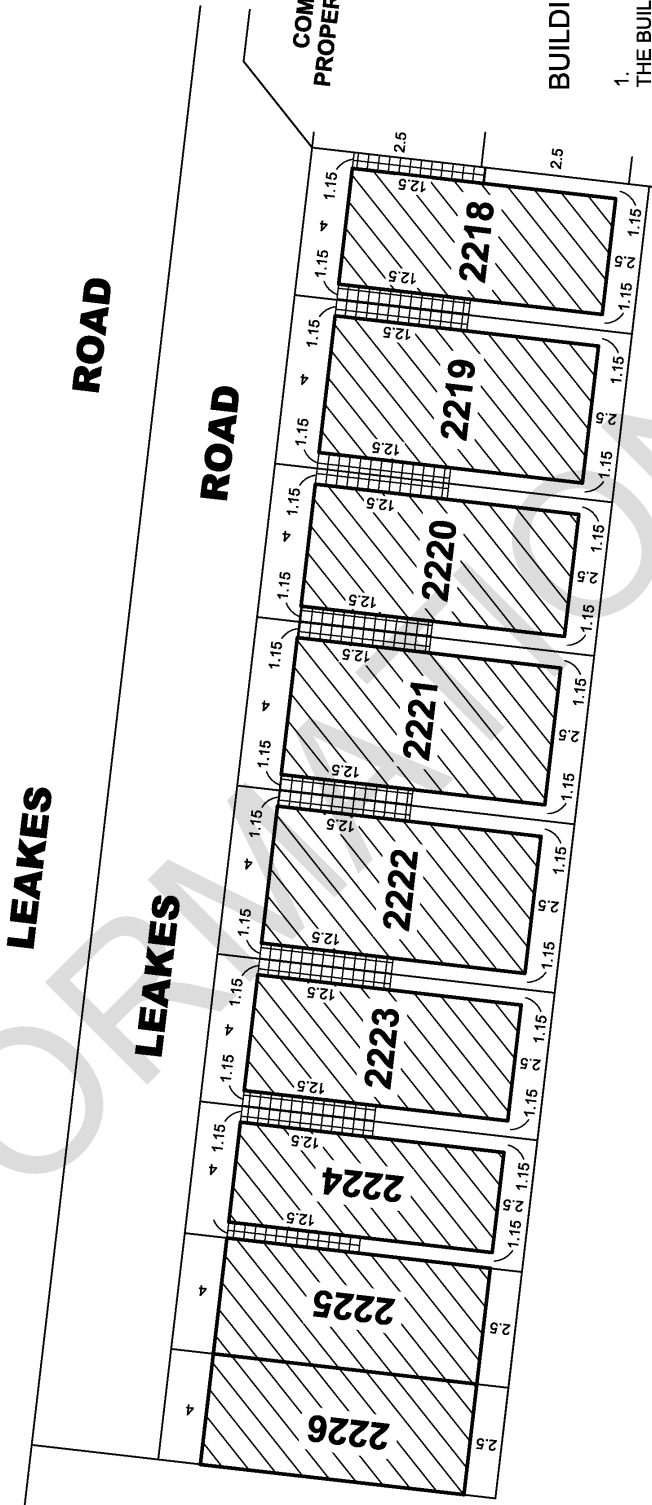
MG94 ZONE 55

LEAKES

ROAD

ROAD

COMMON
PROPERTY No.1



BUILDING ENVELOPE DIAGRAM NOTATIONS

1. THE BUILDING ENVELOPES ON THIS PLAN ARE SHOWN ENCLOSED BY THICK CONTINUOUS LINES.
2. THIS DIAGRAM IS A GUIDE TO SITING OF A HOUSE ON THE RELEVANT LOT AND MUST BE READ IN CONJUNCTION WITH THE HEARTLANDS DESIGN GUIDELINES.
3. THE GARAGE CAN BE BUILT ON THE SIDE BOUNDARY AND MUST BE SET BEHIND THE HOUSE FRONTAGE OR BY A MINIMUM OF 1m PROJECTION FROM THE HOUSE.

BUILDING ENVELOPE

GARAGE ZONE

SHEET 93

COUNCIL NAME :

WYNDHAM CITY COUNCIL

REF :

SPEAR REF :

LICENSED SURVEYOR **NEIL OLIVER**

ORIGINAL SCALE

SHEET SIZE

1:500 A3

SCALE



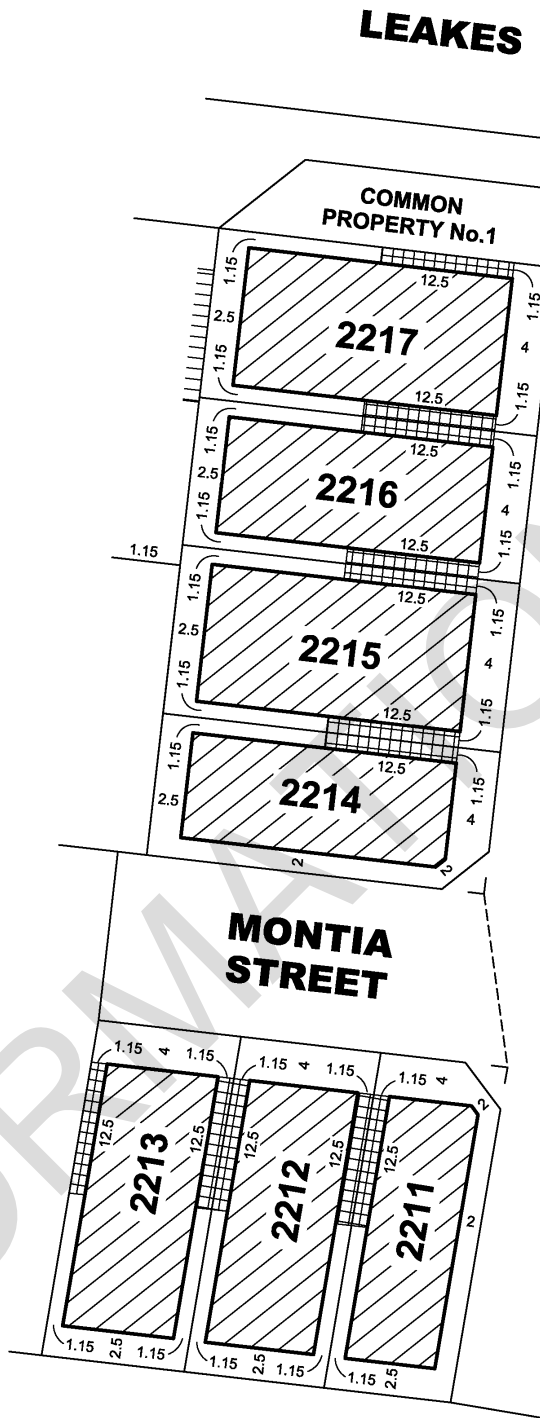
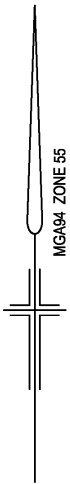
LENGTHS ARE IN METRES

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PLAN OF SUBDIVISION

PLAN NUMBER
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BUILDING ENVELOPE DIAGRAM NOTATIONS

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- BUILDING ENVELOPE
- GARAGE ZONE

LICENSED SURVEYOR **NEIL OLIVER**

REF: **21873**

VERSION:

SHEET 94

DATE:

COMP94B.DGN

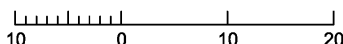
COUNCIL NAME :

WYNDHAM CITY COUNCIL



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SCALE



LENGTHS ARE IN METRES

ORIGINAL

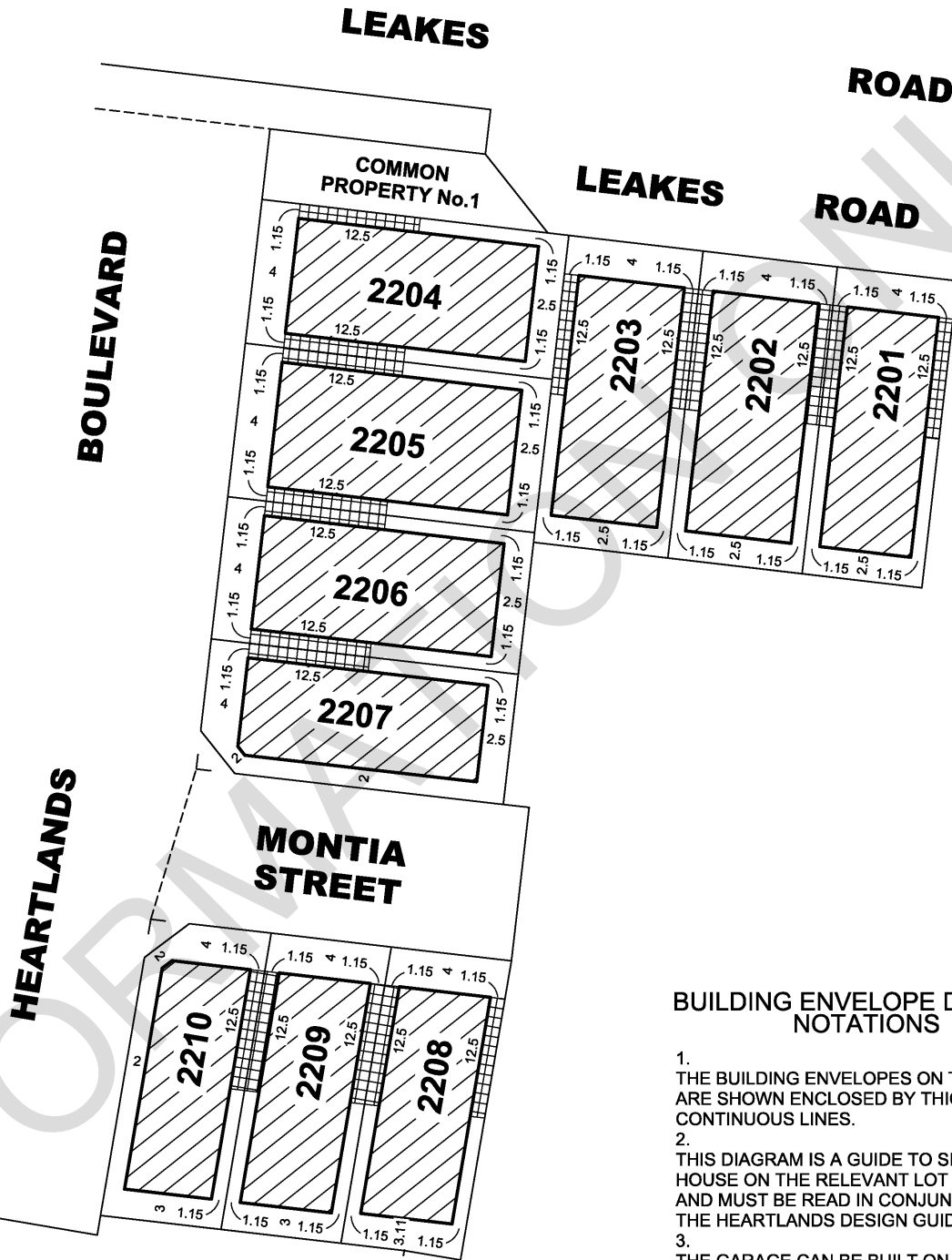
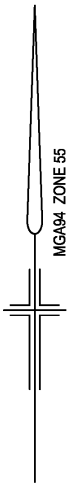
SCALE | SHEET
 1:500 | A3

REF :

SPEAR REF :

SUBDIVISION ACT 1988
PLAN OF SUBDIVISION

PLAN NUMBER
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BUILDING ENVELOPE DIAGRAM NOTATIONS

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2. THIS DIAGRAM IS A GUIDE TO SITING OF A HOUSE ON THE RELEVANT LOT AND MUST BE READ IN CONJUNCTION WITH THE HEARTLANDS DESIGN GUIDELINES.
3. THE GARAGE CAN BE BUILT ON THE SIDE BOUNDARY AND MUST BE SET BEHIND THE HOUSE FRONTAGE OR BY A MINIMUM OF 1m PROJECTION FROM THE HOUSE.

- BUILDING ENVELOPE
- GARAGE ZONE

LICENSED SURVEYOR ... NEIL OLIVER



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 Melbourne Victoria 3000
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 www.reedsconsulting.com.au
 survey@reedsconsulting.com.au

REF: **21873**

DATE:

VERSION:

COMP95B.DGN

SHEET 95

COUNCIL NAME :
 WYNDHAM CITY COUNCIL

REF :
SPEAR REF :

SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE | SHEET
 1:500 | A3

PLAN NUMBER
PS 633442L

SUBDIVISION ACT 1988
CREATION OF RESTRICTION No. 24

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

Table of Land Burdened and Land Benefited:

Burdened Lot No.	Benefited Lot No.
2401	2402, 2410
2402	2401, 2403, 2408, 2409
2403	2402, 2404, 2407, 2408
2404	2403, 2405, 2406, 2407
2405	2404, 2406
2406	2404, 2405, 2407
2407	2403, 2404, 2406, 2408
2408	2402, 2403, 2407, 2409
2409	2402, 2408, 2410
2410	2401, 2409


Description of Restriction:

1. The registered proprietor or proprietors for the time being of a burdened lot shall not, unless with the consent of the Responsible Authority :
 - (i) Construct any building outside the land shown hatched on the building envelope diagram other than a garage or:
 - a porch, portico, pergola or verandah no more than 3.6 metres in height and encroaching no more than 1.0 metre into the Front Setback Zone;
 - deck, steps or landing no more than 500mm in height encroaching no more than 1.0 metre into the Front Setback Zone;
 - eaves, fascia and/or gutters encroaching no more than 1.6 metre into the Front Setback Zone;
 - a balcony not more than 4.5 metres high encroaching no more than 1.0 metre into the Front Setback Zone;
 - encroachments into the nominated Side and Rear Setback Zone as provided for under Regulation 414(3) of the Building Regulations 2006 except to where a wall is on a boundary.
 - (ii) Construct a garage less than 5.5 metres from the front boundary.

This restriction shall expire fifteen years after the date of registration of stage 24 of this plan.

Building regulations apply to all matters which are not addressed in this restriction.

WARNING
THIS PLAN IS AN UNREGISTERED PLAN OF SUBDIVISION. DIMENSIONS AND LAYOUT MAY VARY PRIOR TO FINAL APPROVAL OF PLAN

REF: 21873	VERSION:	DATE: COMP96B.DGN	ORIGINAL SHEET SIZE A3	SHEET 96
		LICENSED SURVEYOR THOMAS A MILLAR		
<small>Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au</small>				

PLAN NUMBER
PS 633442L

BUILDING ENVELOPE DIAGRAM

For lots in this plan containing Building Envelopes:

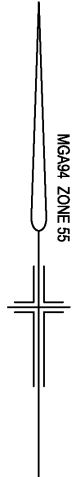
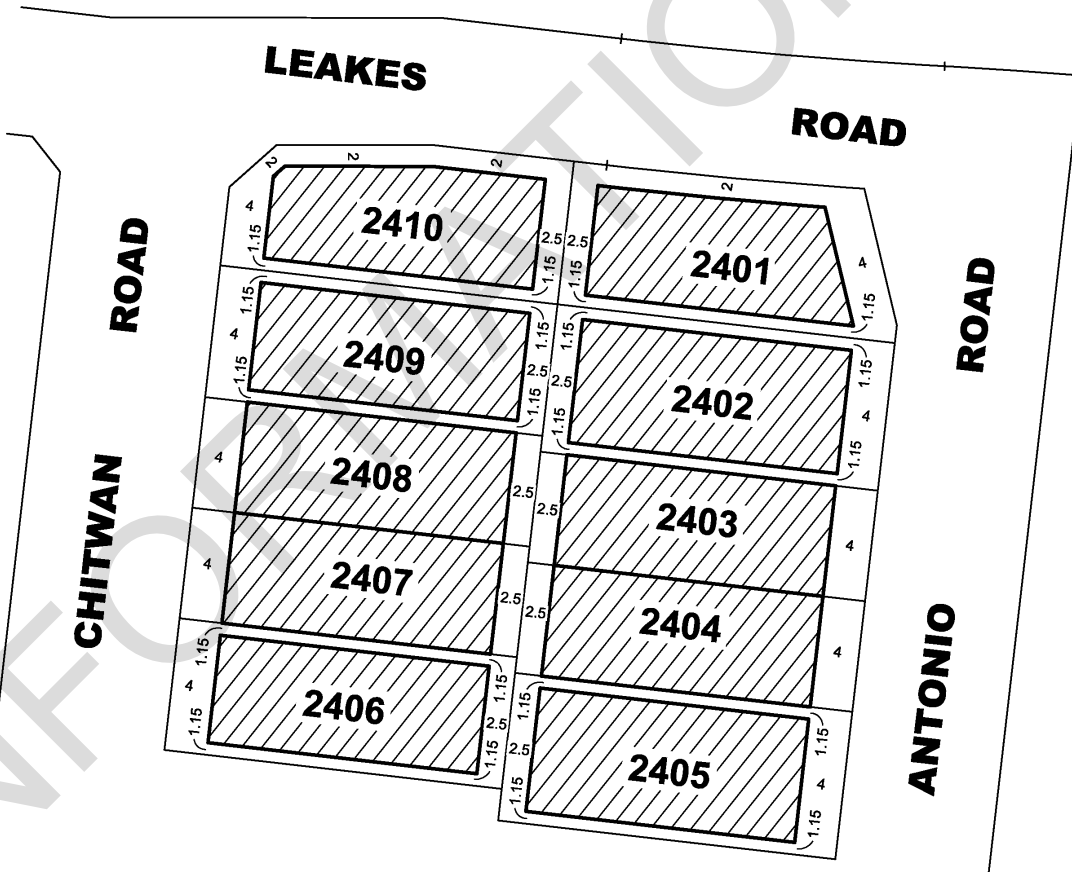
Further setback restrictions may apply, where a lot is affected by an easement or easements.

The Front Setback Zone is defined as the land located between the building envelope and the front boundary of the allotment.


The Rear Setback Zone is defined as the land located between the building envelope and the rear boundary of the allotment.

The Side Setback Zone is defined as the land located between the building envelope and the relevant side boundary of the allotment.

The building envelope applies to the ground floor level only and is limited in height to 3.60 metres. Additional setbacks will apply to upper floors in accordance with the Building Regulations 2006. Garages are to be setback a minimum of 5.50 metres from the front boundary of the allotment. The building can be built on either side boundary where noted as "0 or 1" on this diagram but must maintain a minimum 1m setback to the opposite boundary.



 BUILDING ENVELOPE

REF: 21873	VERSION:	DATE: COMP97B.DGN	NOT TO SCALE	ORIGINAL SHEET SIZE A3	SHEET 97
		Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au	LICENSED SURVEYOR THOMAS A MILLAR		

SUBDIVISION ACT 1988
CREATION OF RESTRICTION No. 25

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

Table of Land Burdened and Land Benefited:

Burdened Lot No.	Benefited Lot No.	Burdened Lot No.	Benefited Lot No.
2501	2502, 2522, 2523	2516	2517
2502	2501, 2503, 2523, 2524	2517	2516, 2518
2503	2502, 2504, 2524, 2525	2518	2517, 2519
2504	2503, 2505, 2525, 2526	2519	2518, 2520
2505	2504, 2506, 2526, 2527	2520	2519, 2521
2506	2505, 2507, 2508, 2527	2521	2520
2507	2506, 2508, 2529	2522	2501, 2523
2508	2506, 2507	2523	2501, 2502, 2522, 2524
2509	2510	2524	2502, 2503, 2523, 2525
2510	2509, 2511	2525	2503, 2504, 2524, 2526
2511	2510, 2512	2526	2504, 2505, 2525, 2527
2512	2511, 2513	2527	2505, 2506, 2526, 2528, 2529
2513	2512, 2514	2528	2527, 2529
2514	2513, 2515	2529	2507, 2528
2515	2514		

Description of Restriction:

1. The registered proprietor or proprietors for the time being of a burdened lot shall not, unless with the consent of the Responsible Authority :
 - (i) Construct any building outside the land shown hatched on the building envelope diagram other than a garage or:
 - a porch, portico, pergola or verandah no more than 3.6 metres in height and encroaching no more than 1.0 metre into the Front Setback Zone;
 - deck, steps or landing no more than 500mm in height encroaching no more than 1.0 metre into the Front Setback Zone;
 - eaves, fascia and/or gutters encroaching no more than 1.6 metre into the Front Setback Zone;
 - a balcony not more than 4.5 metres high encroaching no more than 1.0 metre into the Front Setback Zone;
 - encroachments into the nominated Side and Rear Setback Zone as provided for under Regulation 414(3) of the Building Regulations 2006 except to where a wall is on a boundary.
 - (ii) Construct any garage closer than 5.5 metres from the front boundary, with the exception of lots 2507, 2508, 2511, 2512, 2514, 2528 and 2529; who shall not construct a garage with a front setback of between 3 and 5 metres from the front boundary.
 - (iii) In the case of lot 2521 construct any permanent structure that restricts access to the rear of said lot to a width of less than 1 metre for the purpose of maintenance to sewerage infrastructure required to be undertaken from time to time by City West Water.

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

Building regulations apply to all matters which are not addressed in this restriction.

BUILDING ENVELOPE DIAGRAM

PLAN NUMBER
PS 633442L

For lots in this plan containing Building Envelopes:

Further setback restrictions may apply, where a lot is affected by an easement or easements.

The Front Setback Zone is defined as the land located between the building envelope and the front boundary of the allotment.

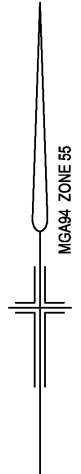
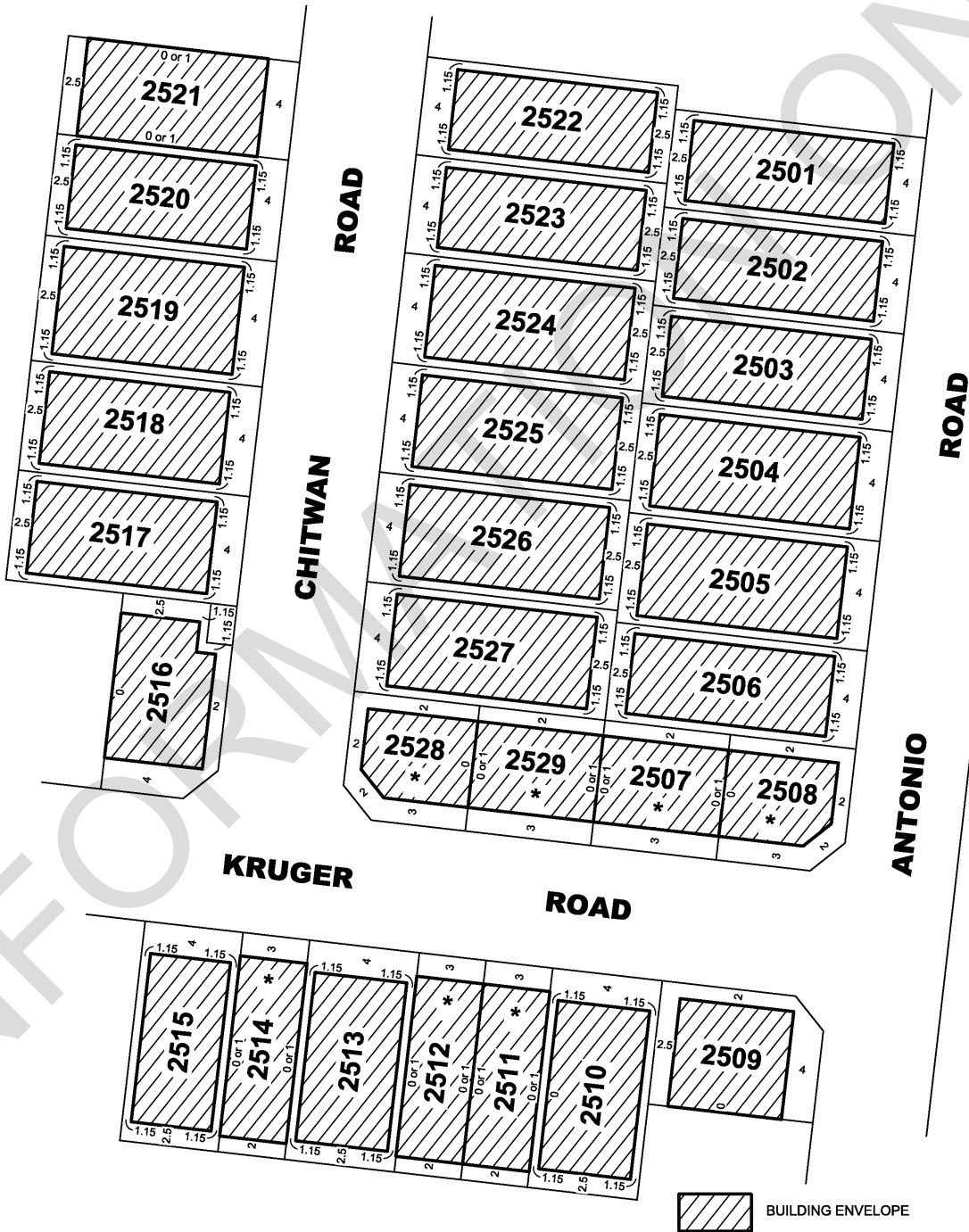
The Rear Setback Zone is defined as the land located between the building envelope and the rear boundary of the allotment.

The Side Setback Zone is defined as the land located between the building envelope and the relevant side boundary of the allotment.

The building envelope applies to the ground floor level only and is limited in height to 3.60 metres. Additional setbacks will apply to upper floors in accordance with the Building Regulations 2006.

Garages are to be setback a minimum of 5.50 metres from the front boundary of the allotment, unless noted as * where the garage cannot be built with a front setback between 3 to 5 metres from the front boundary.

The building can be built on either side boundary where noted as "0 or 1" on this diagram but must maintain a minimum 1m setback to the opposite boundary.



REF: 21873	VERSION:	DATE: COMP98B.DGN	NOT TO SCALE	ORIGINAL SHEET SIZE A3	SHEET 99
		Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au	LICENSED SURVEYOR THOMAS A MILLAR		

**SUBDIVISION ACT 1988
CREATION OF RESTRICTION No. 28**

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

Table of Land Burdened and Land Benefited:


Burdened Lot No.	Benefited Lot No.	Burdened Lot No.	Benefited Lot No.
2801	2802	2813	2814
2802	2801, 2803, 2804	2814	2813, 2815, 2816
2803	2802, 2804	2815	2814, 2816
2804	2802, 2803, 2805	2816	2814, 2815, 2817
2805	2804, 2806	2817	2816, 2818
2806	2805, 2807	2818	2817, 2819
2807	2806, 2808	2819	2818, 2820
2808	2807, 2809	2820	2819, 2821
2809	2808, 2810	2821	2820, 2822
2810	2809, 2811	2822	2821, 2823
2811	2810, 2812	2823	2822
2812	2811		

Description of Restriction:

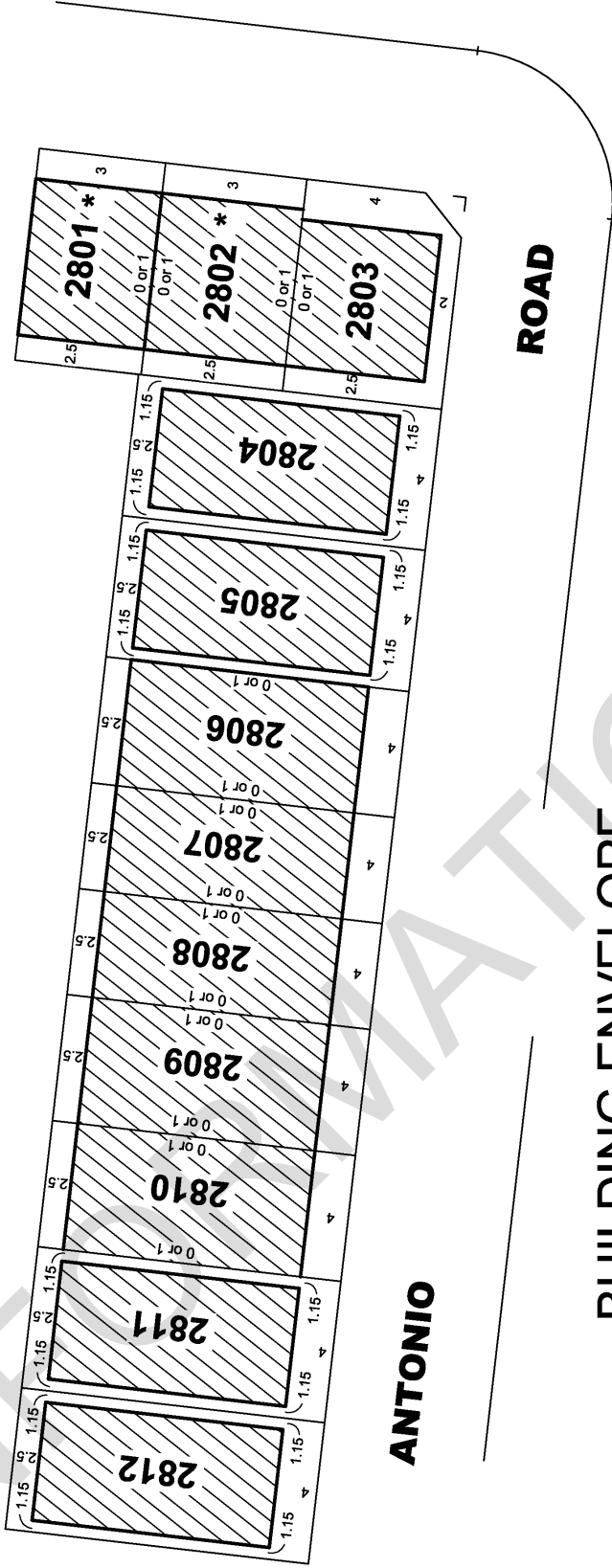
1. The registered proprietor or proprietors for the time being of a burdened lot shall not, unless with the consent of the Responsible Authority :
 - (i) Construct any building outside the land shown hatched on the building envelope diagram other than a garage or:
 - a porch, portico, pergola or verandah no more than 3.6 metres in height and encroaching no more than 1.0 metre into the Front Setback Zone;
 - deck, steps or landing no more than 500mm in height encroaching no more than 1.0 metre into the Front Setback Zone;
 - eaves, fascia and/or gutters encroaching no more than 1.6 metre into the Front Setback Zone;
 - a balcony not more than 4.5 metres high encroaching no more than 1.0 metre into the Front Setback Zone;
 - encroachments into the nominated Side and Rear Setback Zone as provided for under Regulation 414(3) of the Building Regulations 2006 except to where a wall is on a boundary.
 - (ii) Construct any garage closer than 5.5 metres from the front boundary, with the exception of lots 2801 and 2802; construct a garage with a front setback between 3 and 5 metres from the front boundary.
 - (iii) In the case of lots 2801, 2802, 2804 to 2814 (both inclusive) and 2816 to 2822 (both inclusive), construct any permanent structure, garage or house that restricts access from the street to the rear of said lot for a width less than 1 metre.

This restriction shall expire fifteen years after the date of registration of stage 28 of this plan.

Building regulations apply to all matters which are not addressed in this restriction.

REF: 21873	VERSION:	DATE: COMP100B.DGN	ORIGINAL SHEET SIZE A3	SHEET 100
		Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au		LICENSED SURVEYOR THOMAS A MILLAR

PLAN NUMBER
PS 633442L



BUILDING ENVELOPE DIAGRAM

For lots in this plan containing Building Envelopes:

Further setback restrictions may apply, where a lot is affected by an easement or easements.

The Front Setback Zone is defined as the land located between the building envelope and the front boundary of the allotment.

The Rear Setback Zone is defined as the land located between the building envelope and the rear boundary of the allotment.

The Side Setback Zone is defined as the land located between the building envelope and the relevant side boundary of the allotment.

The building envelope applies to the ground floor level only and is limited in height to 3.60 metres. Additional setbacks will apply to upper floors in accordance with the Building Regulations 2006.

Garages are to be setback a minimum of 5.50 metres from the front boundary of the allotment, unless noted as * where the garage cannot be built with a front setback between 3 to 5 metres from the front boundary.

The building can be built on either side boundary where noted as "0 or 1" on this diagram but must maintain a minimum 1m setback to the opposite boundary.



REF: **21873** VERSION: DATE: COMP101B.DGN

REEDS
CONSULTING

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survey@reedsconsulting.com.au

NOT TO SCALE

LICENSED SURVEYOR
THOMAS A MILLAR

ORIGINAL SHEET SIZE A3

SHEET 101

PLAN NUMBER
PS 633442L

BUILDING ENVELOPE DIAGRAM

For lots in this plan containing Building Envelopes:

Further setback restrictions may apply, where a lot is affected by an easement or easements.

The Front Setback Zone is defined as the land located between the building envelope and the front boundary of the allotment.

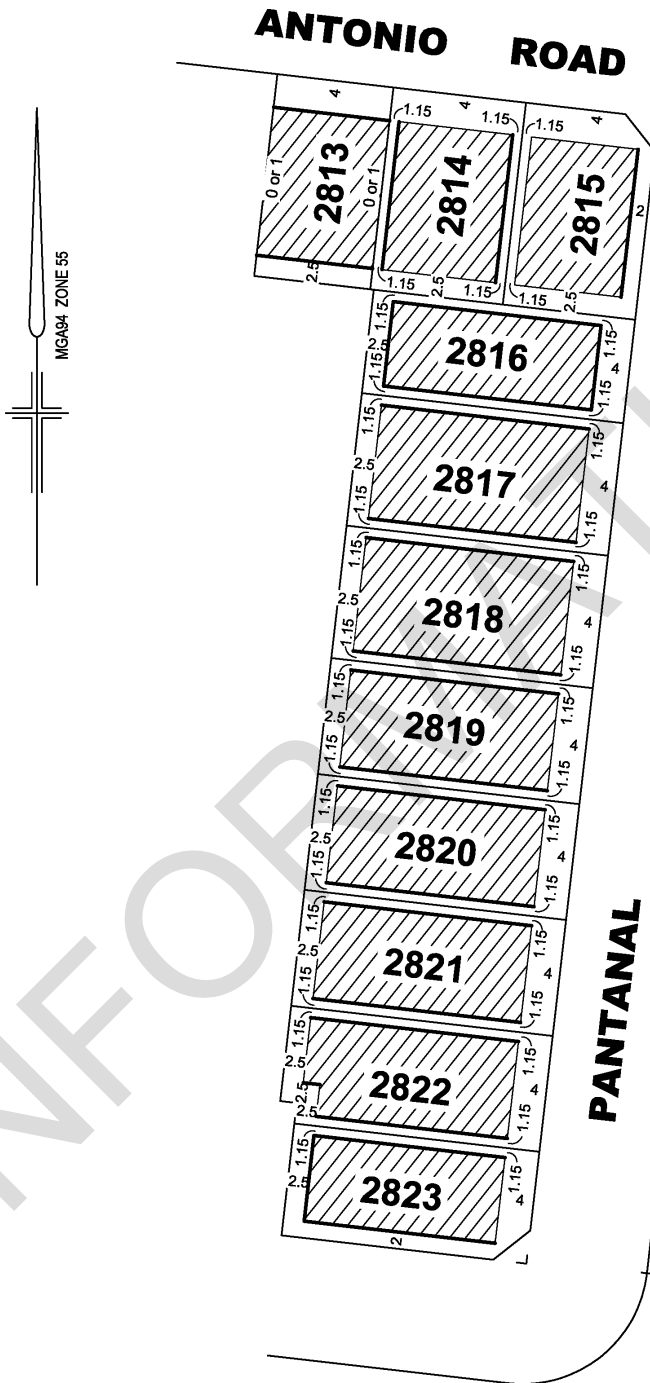
The Rear Setback Zone is defined as the land located between the building envelope and the rear boundary of the allotment.

The Side Setback Zone is defined as the land located between the building envelope and the relevant side boundary of the allotment.

The building envelope applies to the ground floor level only and is limited in height to 3.60 metres. Additional setbacks will apply to upper floors in accordance with the Building Regulations 2006.

Garages are to be setback a minimum of 5 metres from the front boundary of the allotment, unless noted as * where the garage cannot be built with a front setback between 3 to 5 metres.

The building can be built on either side boundary where noted as "0 or 1" on this diagram but must maintain a minimum 1m setback to the opposite boundary.



REF: 21873	VERSION:	DATE: COMP102A.DGN	NOT TO SCALE	ORIGINAL SHEET SIZE A3	SHEET 102
		Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p [03] 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au	LICENSED SURVEYOR THOMAS A MILLAR		

**PLAN NUMBER
PS 633442L**

**SUBDIVISION ACT 1988
CREATION OF RESTRICTION No. 27**

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

Table of Land Burdened and Land Benefited:


Burdened Lot No.	Benefited Lot No.	Burdened Lot No.	Benefited Lot No.	Burdened Lot No.	Benefited Lot No.
2701	2702	2713	2712, 2714, 2730	2725	2724, 2726
2702	2701, 2703, 2704	2714	2713, 2715, 2716, 2717, 2731	2726	2725
2703	2702, 2704	2715	2714, 2716	2727	2710, 2728
2704	2702, 2703, 2705	2716	2714, 2715, 2717	2728	2711, 2727, 2729
2705	2704, 2706	2717	2714, 2716, 2731, 2732	2729	2712, 2728, 2730
2706	2705, 2707	2718	2719, 2735	2730	2713, 2729, 2731
2707	2706, 2708	2719	2718, 2720	2731	2714, 2717, 2730, 2732, 2733
2708	2707, 2709	2720	2719, 2721	2732	2717, 2731, 2733
2709	2708	2721	2720, 2722	2733	2731, 2732
2710	2711, 2727	2722	2721, 2723	2734	2735
2711	2710, 2712, 2728	2723	2722, 2724	2735	2718, 2734
2712	2711, 2713, 2729	2724	2723, 2725		

Description of Restriction:

1. The registered proprietor or proprietors for the time being of a burdened lot shall not, unless with the consent of the Responsible Authority :
 - (i) Construct any building outside the land shown hatched on the building envelope diagram other than a garage or:
 - a porch, portico, pergola or verandah no more than 3.6 metres in height and encroaching no more than 1.0 metre into the Front Setback Zone;
 - deck, steps or landing no more than 500mm in height encroaching no more than 1.0 metre into the Front Setback Zone;
 - eaves, fascia and/or gutters encroaching no more than 1.6 metre into the Front Setback Zone;
 - a balcony not more than 4.5 metres high encroaching no more than 1.0 metre into the Front Setback Zone;
 - encroachments into the nominated Side and Rear Setback Zone as provided for under Regulation 414(3) of the Building Regulations 2006 except to where a wall is on a boundary.
 - (ii) Construct any garage closer than 5 metres from the front boundary, with the exception of lots 2708, 2709, 2713, 2714, 2716, 2717, 2718, 2719, 2721, 2722, 2730, 2731 and 2732; construct a garage with a front setback between 3 and 5 metres.
 - (iii) In the case of lots 2702, 2711, 2712, 2713, 2714, 2716, 2717 and 2732 construct any permanent structure, garage or house that restricts access from the street to the rear of said lot for a width less than 1 metre.

This restriction shall expire fifteen years after the date of registration of stage 27 of this plan.

Building regulations apply to all matters which are not addressed in this restriction.

REF: 21873	VERSION:	DATE: COMP103A.DGN	ORIGINAL SHEET SIZE A3	SHEET 103
		Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au	LICENSED SURVEYOR THOMAS A MILLAR	

PLAN NUMBER
PS 633442L

BUILDING ENVELOPE DIAGRAM

For lots in this plan containing Building Envelopes:

Further setback restrictions may apply, where a lot is affected by an easement or easements.

The Front Setback Zone is defined as the land located between the building envelope and the front boundary of the allotment.

The Rear Setback Zone is defined as the land located between the building envelope and the rear boundary of the allotment.

The Side Setback Zone is defined as the land located between the building envelope and the relevant side boundary of the allotment.

The building envelope applies to the ground floor level only and is limited in height to 3.60 metres. Additional setbacks will apply to upper floors in accordance with the Building Regulations 2006.

Garages are to be setback a minimum of 5 metres from the front boundary of the allotment, unless noted as * where the garage cannot be built with a front setback between 3 to 5 metres.

The building can be built on either side boundary where noted as "0 or 1" on this diagram but must maintain a minimum 1m setback to the opposite boundary.



REF: 21873	VERSION:	DATE: COMP104A.DGN	NOT TO SCALE	ORIGINAL SHEET SIZE A3	SHEET 104
		Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au	LICENSED SURVEYOR THOMAS A MILLAR		

**SUBDIVISION ACT 1988
CREATION OF RESTRICTION No. 29**

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

Table of Land Burdened and Land Benefited:

Burdened Lot No.	Benefited Lot No.	Burdened Lot No.	Benefited Lot No.
2901	2902	2914	2913, 2915
2902	2901, 2903	2915	2914, 2916
2903	2902, 2904	2916	2915
2904	2903	2917	2918, 2919
2905	2906, 2907	2918	2917, 2919
2906	2905, 2907	2919	2917, 2918, 2920
2907	2905, 2906, 2908	2920	2919, 2921
2908	2907, 2909	2921	2920, 2922
2909	2908, 2910	2922	2921, 2923
2910	2909, 2911	2923	2922, 2924
2911	2910, 2912	2924	2923, 2925
2912	2911, 2913	2925	2924, 2926
2913	2912, 2914	2926	2925


Description of Restriction:

1. The registered proprietor or proprietors for the time being of a burdened lot greater than 300 square metres shall not, unless with the consent of the Responsible Authority :
 - (i) Construct any building outside the land shown hatched on the building envelope diagram other than a garage or:
 - a porch, portico, pergola or verandah no more than 3.6 metres in height and encroaching no more than 1.0 metre into the Front Setback Zone;
 - deck, steps or landing no more than 500mm in height encroaching no more than 1.0 metre into the Front Setback Zone;
 - eaves, fascia and/or gutters encroaching no more than 1.6 metre into the Front Setback Zone;
 - a balcony not more than 4.5 metres high encroaching no more than 1.0 metre into the Front Setback Zone;
 - encroachments into the nominated Side and Rear Setback Zone as provided for under Regulation 414(3) of the Building Regulations 2006 except to where a wall is on a boundary.
 - (ii) Construct any garage closer than 5.5 metres from the front boundary, with the exception of lots 2917 and 2918, construct a garage with a front setback between 3 and 5 metres from the front boundary.
 - (iii) In the case of lots 2901, 2902, 2903, 2904 and 2905 construct any permanent structure, garage or house that restricts access from the street to the rear of said lot for a length less than 1 metre.

This restriction shall expire fifteen years after the date of registration of stage 29 of this plan.

Building regulations apply to all matters which are not addressed in this restriction.

WARNING
THIS PLAN IS AN UNREGISTERED PLAN OF
SUBDIVISION. DIMENSIONS AND LAYOUT MAY
VARY PRIOR TO FINAL APPROVAL OF PLAN

REF: 21873	VERSION:	DATE: COMP105A .DGN	ORIGINAL SHEET SIZE A3	SHEET 105
		LICENSED SURVEYOR THOMAS A MILLAR		
Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au				

BUILDING ENVELOPE DIAGRAM

PLAN NUMBER
PS 633442L

For lots in this plan containing Building Envelopes:

Further setback restrictions may apply, where a lot is affected by an easement or easements.

The Front Setback Zone is defined as the land located between the building envelope and the front boundary of the allotment.

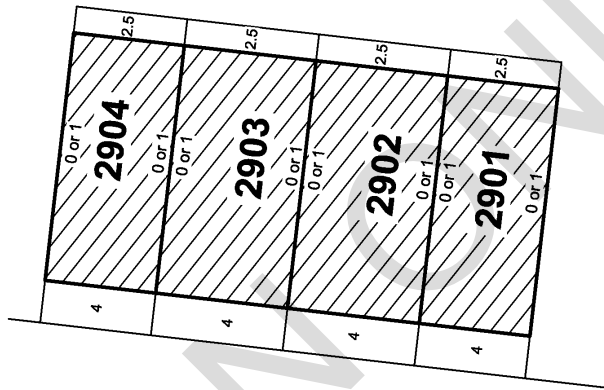
The Rear Setback Zone is defined as the land located between the building envelope and the rear boundary of the allotment.

The Side Setback Zone is defined as the land located between the building envelope and the relevant side boundary of the allotment.

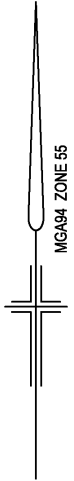
The building envelope applies to the ground floor level only and is limited in height to 3.60 metres. Additional setbacks will apply to upper floors in accordance with the Building Regulations 2006.

Garages are to be setback a minimum of 5.50 metres from the front boundary of the allotment unless noted as * where the garage cannot be built with a front setback between 3 and 5 metres from the front boundary.

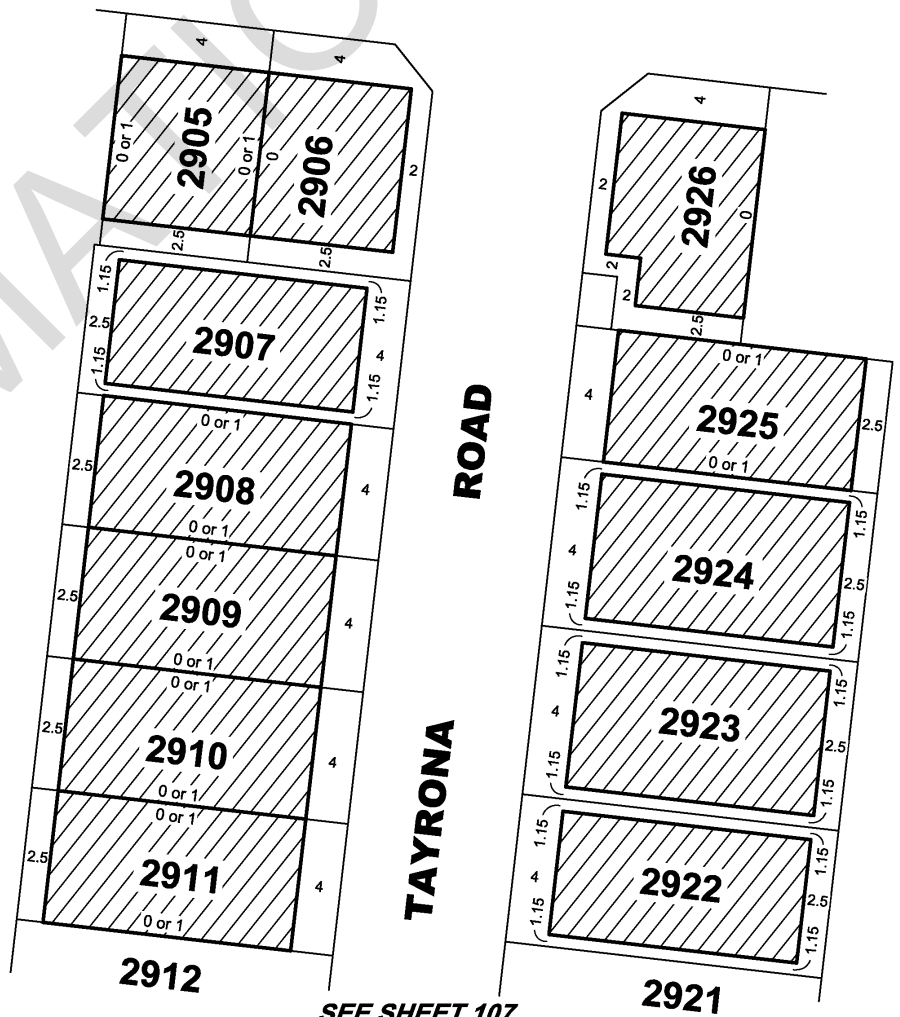
The building can be built on either side boundary where noted as "0 or 1" on this diagram but must maintain a minimum 1m setback to the opposite boundary.



BUILDING ENVELOPE



ANTONIO ROAD



TAYRONA ROAD

SEE SHEET 107

WARNING
THIS PLAN IS AN UNREGISTERED PLAN OF SUBDIVISION. DIMENSIONS AND LAYOUT MAY VARY PRIOR TO FINAL APPROVAL OF PLAN

REF: 21873	VERSION:	DATE: COMP106A.DGN	NOT TO SCALE	ORIGINAL SHEET SIZE A3	SHEET 106
		Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au	LICENSED SURVEYOR THOMAS A MILLAR		

PLAN NUMBER
PS 633442L

BUILDING ENVELOPE DIAGRAM

For lots in this plan containing Building Envelopes:

Further setback restrictions may apply, where a lot is affected by an easement or easements.

The Front Setback Zone is defined as the land located between the building envelope and the front boundary of the allotment.

The Rear Setback Zone is defined as the land located between the building envelope and the rear boundary of the allotment.

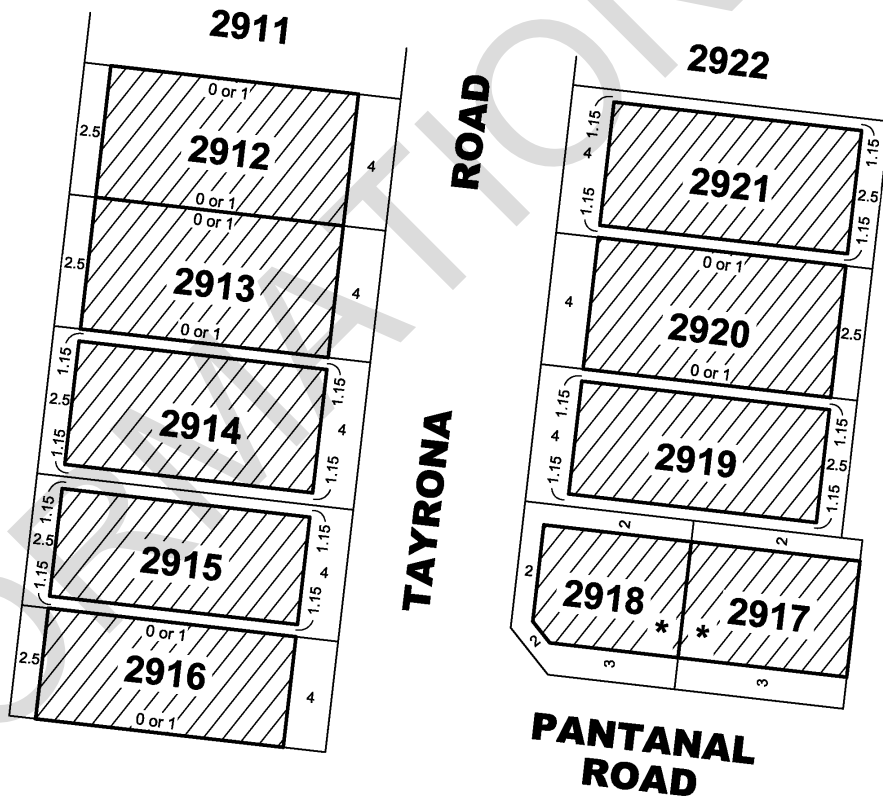
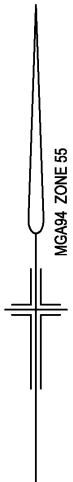
The Side Setback Zone is defined as the land located between the building envelope and the relevant side boundary of the allotment.

The building envelope applies to the ground floor level only and is limited in height to 3.60 metres. Additional setbacks will apply to upper floors in accordance with the Building Regulations 2006.

Garages are to be setback a minimum of 5.50 metres from the front boundary of the allotment unless noted as * where the garage cannot be built with a front setback between 3 and 5 metres from the front boundary.


The building can be built on either side boundary where noted as "0 or 1" on this diagram but must maintain a minimum 1m setback to the opposite boundary.

 BUILDING ENVELOPE



WARNING
THIS PLAN IS AN UNREGISTERED PLAN OF
SUBDIVISION. DIMENSIONS AND LAYOUT MAY
VARY PRIOR TO FINAL APPROVAL OF PLAN

SEE SHEET 107

REF: 21873	VERSION:	DATE: COMP107A.DGN	NOT TO SCALE	ORIGINAL SHEET SIZE A3	SHEET 107
		Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au	LICENSED SURVEYOR THOMAS A MILLAR		

**SUBDIVISION ACT 1988
CREATION OF RESTRICTION No. 30**

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

Table of Land Burdened and Land Benefited:

Burdened Lot No.	Benefited Lot No.	Burdened Lot No.	Benefited Lot No.
3001	3002	3012	3011, 3013
3002	3001, 3003	3013	3012, 3014
3003	3002	3014	3013, 3015
3004	3005, 3006	3015	3014, 3016, 3020, 3021
3005	3004, 3006	3016	3015, 3017, 3020
3006	3005, 3007	3017	3016, 3018
3007	3004, 3008	3018	3017, 3019, 3020
3008	3007, 3009	3019	3018, 3020
3009	3008, 3010	3020	3018, 3019, 3021
3010	3009, 3011	3021	3020
3011	3010, 3012		

Description of Restriction:

1. The registered proprietor or proprietors for the time being of a burdened lot shall not, unless with the consent of the Responsible Authority :
 - (i) Construct any building outside the land shown hatched on the building envelope diagram other than a garage or:
 - a porch, portico, pergola or verandah no more than 3.6 metres in height and encroaching no more than 1.0 metre into the Front Setback Zone;
 - deck, steps or landing no more than 500mm in height encroaching no more than 1.0 metre into the Front Setback Zone;
 - eaves, fascia and/or gutters encroaching no more than 1.6 metre into the Front Setback Zone;
 - a balcony not more than 4.5 metres high encroaching no more than 1.0 metre into the Front Setback Zone;
 - encroachments into the nominated Side and Rear Setback Zone as provided for under Regulation 414(3) of the Building Regulations 2006 except to where a wall is on a boundary.
 - (ii) Construct any garage closer than 5.5 metres from the front boundary with the exception of lots 3018 & 3019, construct a garage between 3 and 5 metres from the front boundary.
 - (iii) In the case of lots 3002, 3003, 3004 and 3006 to 3016 (both inclusive), construct any permanent structure, garage or house that restricts access from the street to the rear of said lot for a width less than 1 metre.

This restriction shall expire fifteen years after the date of registration of stage 30 of this plan.

Building regulations apply to all matters which are not addressed in this restriction.

PLAN NUMBER
PS 633442L

BUILDING ENVELOPE DIAGRAM

For lots in this plan containing Building Envelopes:

Further setback restrictions may apply, where a lot is affected by an easement or easements.

The Front Setback Zone is defined as the land located between the building envelope and the front boundary of the allotment.

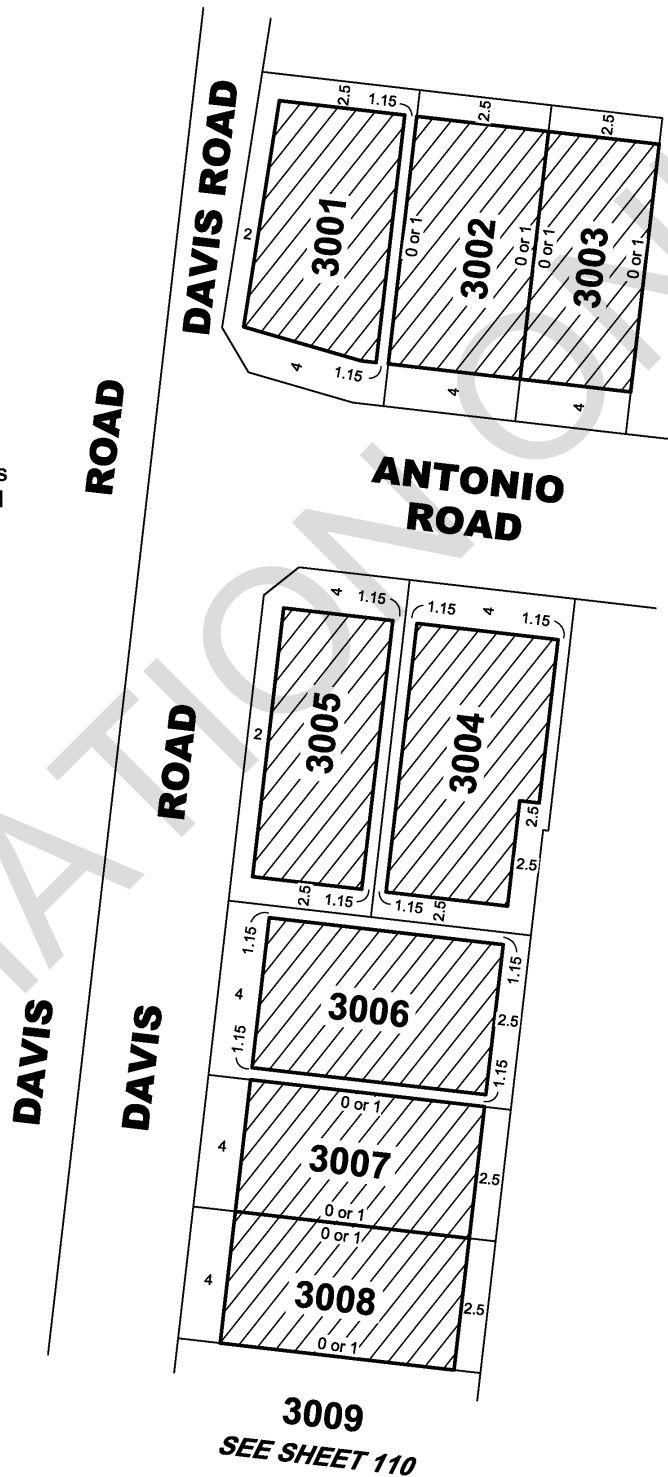
The Rear Setback Zone is defined as the land located between the building envelope and the rear boundary of the allotment.

The Side Setback Zone is defined as the land located between the building envelope and the relevant side boundary of the allotment.

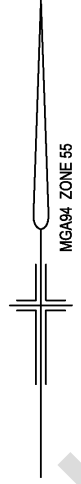
The building envelope applies to the ground floor level only and is limited in height to 3.60 metres. Additional setbacks will apply to upper floors in accordance with the Building Regulations 2006.


Garages are to be setback a minimum of 5.50 metres from the front boundary of the allotment unless noted as * where the garage cannot be built with a front setback between 3 and 5 metres.

The building can be built on either side boundary where noted as "0 or 1" on this diagram but must maintain a minimum 1m setback to the opposite boundary.



 BUILDING ENVELOPE



REF: 21873	VERSION:	DATE: COMP109A.DGN	NOT TO SCALE	ORIGINAL SHEET SIZE A3	SHEET 109
		Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au	LICENSED SURVEYOR THOMAS A MILLAR		

BUILDING ENVELOPE DIAGRAM

PLAN NUMBER
PS 633442L

For lots in this plan containing Building Envelopes:

Further setback restrictions may apply, where a lot is affected by an easement or easements.

The Front Setback Zone is defined as the land located between the building envelope and the front boundary of the allotment.

The Rear Setback Zone is defined as the land located between the building envelope and the rear boundary of the allotment.

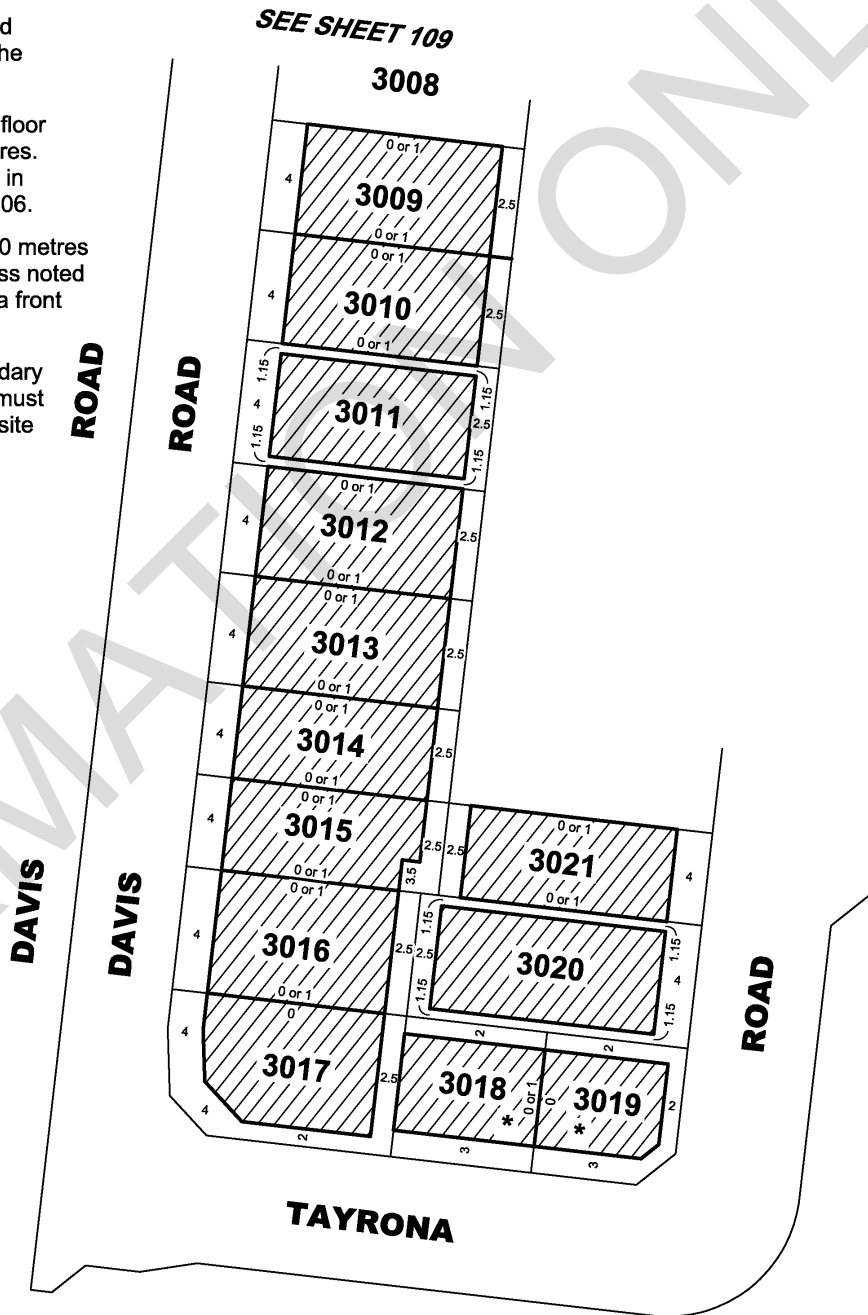
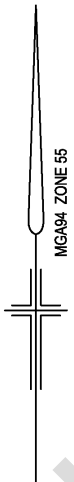
The Side Setback Zone is defined as the land located between the building envelope and the relevant side boundary of the allotment.


The building envelope applies to the ground floor level only and is limited in height to 3.60 metres. Additional setbacks will apply to upper floors in accordance with the Building Regulations 2006.

Garages are to be setback a minimum of 5.50 metres from the front boundary of the allotment unless noted as * where the garage cannot be built with a front setback between 3 and 5 metres.

The building can be built on either side boundary where noted as "0 or 1" on this diagram but must maintain a minimum 1m setback to the opposite boundary.

 BUILDING ENVELOPE



REF: 21873	VERSION:	DATE: COMP110A.DGN	NOT TO SCALE	ORIGINAL SHEET SIZE A3	SHEET 110
		Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au	LICENSED SURVEYOR THOMAS A MILLAR		



Plan of Subdivision PS633442L
Certifying a New Version of an Existing Plan (Form 21)

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S005537T
Plan Number: PS633442L
Responsible Authority Name: Wyndham City Council
Responsible Authority Reference Number 1: WYP0394/06
Responsible Authority Reference Number 2: WYS1387/09
Surveyor's Plan Version: 0403s-01 Version R

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6: 16/06/2011

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

has not been made at Certification

Digitally signed by Council Delegate: Annette Monk
Organisation: Wyndham City Council
Date: 06/07/2011

INFORMATION ONLY

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

A FOLIO HAS BEEN CREATED FOR THE COMMON PROPERTY ON THIS PLAN BEING VOL 11285 FOL 960

MASTER PLAN (STAGE 1) REGISTERED DATE 26/07/2011 TIME 11:52AM

PLAN NUMBER

PS633442L

**WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
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AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S3	LOTS 301-324, S4 & R3	STAGE PLAN	PS633442L/S3		2	
LOT S6	LOTS 601-627 & R6	STAGE PLAN	PS633442L/S6		2	
LOT S7	LOTS 701-760, S50 ROAD R7 RESERVE NO.3	STAGE PLAN	PS633442L/S7		3	A.M.B.
LOT S8	LOTS 843 - 881, S81, ROAD R80	STAGE PLAN	PS633442L/S8	16/9/11	4	RW31
LOT 81	LOTS 801 - 842, ROAD R81, RESERVE NO.2 & RESERVE NO.4	STAGE PLAN	PS633442L/S81	16/9/11	4	RW31
LOT S4	LOTS 401 - 417, 419-444, S5, S56 & ROAD R4	STAGE PLAN	PS633442L/S4	1/02/12	5	RH
LOT S54 & S55	LOT S58, RESERVE NO.10 & ADDITIONAL C.P.	STAGE PLAN	PS633442L/S58	4/9/2012	6	GN
LOT S5	LOTS 501-519, 521-524, 526-537 & ROAD R5	STAGE PLAN	PS633442L/S5	28/11/13	7	M.J.R
LOTS S50, 419 & 420	LOTS 420A, S59, S60	STAGE PLAN	PS633442L/S59	05/06/14	8	DSG
LOTS S52 & S59	LOTS 2301 - 2314, S9, S10, S11, S57 & ROAD R23	STAGE PLAN	PS633442L/S23	05/06/14	8	DSG
LOT S11	LOTS 1101-1114, 1116-1131 & ROAD R11	STAGE PLAN	PS633442L/S11	26/08/14	9	AGMH
LOT S9 AND S10	LOTS 1001 TO 1032 AND ROAD R10	STAGE PLAN	PS633442L/S10	20/11/14	10	M.H
LOT S66	LOTS 901-914, 928-933, S61, S74 & ROAD R-9	STAGE PLAN	PS633442L/S9	28/04/15	11	MC36
LOT S53, S57 & S74	LOT A, S20, S21, S22, S62, S63, S65, ROAD R-63, RES NO.63	STAGE PLAN	PS633442L/S63	29/04/15	11	MC36
LOT S21	LOTS 2109-2137 & ROAD R-21	STAGE PLAN	PS633442L/S21	29/04/15	11	MC36
LOT S20	LOTS 2001-2033 & R20	STAGE PLAN RECTIFICATION RECTIFICATION	PS633442L/S20 AM152523Q AM152537D	03/09/15 02/09/15 02/09/15	12	TM
LOT S22	LOTS 2201-2226, S67, RES. 22 & ROAD R22	STAGE PLAN	PSS633442L/S22	22/09/15	13	D.P.

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER**PS633442L**WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
		RECTIFICATION building envelopes stage 22	AM225035A	05/10/15	14	IRM
LOT S2	LOT S68 & ROAD R2	STAGE PLAN	PS633442L/S67	29/10/15	15	M.M.C.
LOT S62	LOTS 1201 - 1228, S64 & ROAD R12	STAGE PLAN	PS633442L/S12	29/10/15	15	M.M.C.
LOT S68	LOTS 201 - 223, ADDITIONAL CP NO.1 & ROAD R67	STAGE PLAN	PS633442L/S2	29/10/15	15	M.M.C.
LOT S64	LOTS 1229 - 1249 & ROAD R64	STAGE PLAN	PS633442L/S64	29/10/15	15	M.M.C.
LOT S63	LOTS 1501 TO 1542, S13,S14, S19, S70, ROAD R15, AND RESERVES 23 AND 24	STAGE PLAN	PS633442L/S15	22/01/2016	16	GMR
LOT S19	LOTS 1901-1926 ROAD R-19	STAGE PLAN	PS633442L/S19	03/05/16	17	RD
LOT S14	LOTS 1401-1427 ROAD R-14	STAGE PLAN	PS633442L/S14	03/05/16	17	RD
		RECTIFICATION	AM753467W	06/05/16	18	RD
LOT S13	LOTS 1301-1325 & R-13	STAGE PLAN	PS633442L/S13	12/07/16	19	H.L.
LOTS S60,914,420A	LOT S75,420B,914A	STAGE PLAN	PS633442L/S75	12/07/16	19	H.L.
LOT S67	--	PLAN AMENDED	AM942241W	15/07/16	20	H.L.
LOTS S67 AND S70	LOTS 1927-1943, S16-S18, S76 & S78 & ROAD R73	STAGE PLAN	PS633442L/S73	15/09/16	21	LJW
LOT S17	LOTS 1701-1717 & ROAD R17	STAGE PLAN	PS633442L/S17	19/09/16	22	LJW
LOT S78	LOTS 1718-1740 & ROAD R74	STAGE PLAN	PS633442L/S78	19/9/16	23	LJW
LOT S16	LOTS 1601-1638, ROAD R16 & RESERVE NO. 25	STAGE PLAN	PS633442L/S16	19/09/16	24	LJW
LOT S18	LOTS 1801-1832 ROAD R18	STAGE PLAN	PS633442L/S18	30/03/17	25	BT

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AJ155769Q

TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:

Name:

Phone:

Address:

Ref:

Customer Code:

PERPETUAL
913A

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

MADE AVAILABLE/CHANGE CONTROL

Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: *(volume and folio reference)*

Certificate of Title Volume 11285 Folio 940

Estate and Interest: *(e.g. "all my estate in fee simple")*

All its estate in fee simple

Consideration:

\$ 197,000.00

Transferor: *(full name)*

The Heartlands Tarneit Pty Ltd (ACN 103 493 821)

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

Jacaranda Tree Pty Ltd (ACN 108 873 052) of 1 Fleming Street NORTHWOOD NSW 2066

Directing Party: *(full name)*

nil

Creation and/or Reservation of easement and/or Covenant

Dated: 19/8/2011

"The transferee for themselves and their successors in title and registered proprietors of the Land transferred covenant with the transferor to the intent that the burden of this covenant may run with and bind the land hereby transferred and each and every part thereof AND to the intent that the benefit thereof may be annexed to and run with every Lot forming part of PS633442L and each and every part thereof excepting the Land transferred that the said transferee their heirs executors administrators and transferees shall not any time on the said lot hereby transferred or any part or parts thereof:

Approval No. 32741011A

ORDER TO REGISTER
Please register and issue title to

STAMP DUTY USE ONLY

T2

Page 1 of 2

Signed
Code

Cust.

Original Land Transfer
Stamped with \$6,890.00
Doc ID 2742489, 15 Aug 2011
SRD Victoria Duty, RYK2



Anstat Pty Ltd

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Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010

- a) erect or cause or permit to be erected any building or structure (including but not limited to fences) of any nature other than a building or structure which is approved by The Heartlands Design Review Committee of Level 3, Yarra Tower, World Trade Centre, Siddeley Street, Melbourne 3000 and which is of a material or design or composition or colour in accordance with The Heartlands Design Guidelines, a copy of which have been provided to the Transferee and which are also permanently located with The Heartlands Design Review Committee of Level 3, Yarra Tower, World Trade Centre, Siddeley Street, Melbourne, 3000;
- b) unless otherwise approved by The Heartlands Design Review Committee, construct any fence on the lot other than a colourbond steel fence (including capping), or similar product, of an approved colour not exceeding 1800mm in height above natural ground level and which finishes at the approved distance from the front boundary of the lot;
- c) erect, cause or permit to be erected or remain on the lot any type of front fence unless otherwise approved by The Heartlands Design Review Committee;
- d) erect or cause or permit to be erected more than one dwelling house or subdivide the lot."

Executed by **The Heartlands Tarneit Pty Ltd (A.C.N. 103 493 821)**)
 being signed by those persons who are authorized to sign for the Company)

Director:
Full Name: **LOUCAS ADAMS**

Usual Address: Siddeley Street, World Trade Centre
 MELBOURNE VIC 3005

Director/Secretary:
Full Name: **Joshua Chan**

Usual Address: Siddeley Street, World Trade Centre
 MELBOURNE VIC 3005

Executed by **JACARANDA Pty Ltd (ACN 108 873 052)**)
 by being signed by those persons who are authorised to sign for the company)

Director:
Full Name: **Choong Leong Wong**
Usual Address: 1 Fleming Street,
 Northwood NSW 2066

Director:
Full Name: **Caroline Yeoh**
Usual Address: 1 Fleming Street,
 Northwood NSW 2066

Approval No.32741011A

T2

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 Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010

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AF788612E



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

Section 181 Planning and Environment Act 1987

Lodged by

Name: Wyndham City Council.....

Phone: (03) 97420941.....

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

Ref: 75/001/125.....

Customer Code: 9898T.....

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

Land: Certificate of Title Volume 10869 Folio 252
 Certificate of Title Volume 10869 Folio 253

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

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

A copy of the agreement is attached to this application.

Signature for the Authority: .....

Name of officer: Ian Robins.....

Office held: Chief Executive Officer.....

Date: 2 APRIL 2008.....

PLANNING AGREEMENT

Parties

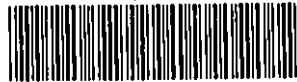
GATEWAY TARNEIT PTY LTD ACN 103 493 821 (“the Owner”)

and

WYNDHAM CITY COUNCIL

AF788612E

18/04/2008 \$102 173



THIS AGREEMENT is made the *17th* day of *March 2008* pursuant to Section 173 of the *Planning and Environment Act 1987* ("**the Act**").

PARTIES:

1. **WYNDHAM CITY COUNCIL** of Civic Centre, 45 Princes Highway, Victoria 3053 ("**the Collins**"); and



2. **GATEWAY TARNEIT PTY LTD ACN 103 493 821** of C/-Asset Pty Ltd, Yarra Tower, World Trade Centre, Level 3, 18-38 Siddley Street, Melbourne (**OWNER**)

RECITALS:

- A. The responsible authority is responsible for the administration and enforcement of the Wyndham planning scheme ("**the planning scheme**") pursuant to the provisions of the Planning and Environment Act 1987 ("**the Act**").
- B. The OWNER is entitled to be the registered proprietor of the land on the south east corner of Leakes and Davis Roads, described in certificates of title volume 10869 folio 253 and volume 10869 folio 252 ("**the land**").
- C. The OWNER and the responsible authority agree that development contributions shall be made generally in accordance with the infrastructure financing policy in the Wyndham planning scheme and 'The Policy Framework for Infrastructure Financing in the City of Wyndham' ("**the policy framework**") dated 21 October 1996 or any subsequent replacement policy.
- D. The OWNER and the responsible authority agree to prepare and implement an environmental and offset plan on the basis set out in this agreement.
- E. The OWNER and the responsible authority agree to the setting aside of land as a future transport corridor.
- F. The OWNER and the Responsible Authority agree that the OWNER will provide bus shelters and associated reinforced concrete slabs.
- G. The OWNER, and the responsible authority agree to a neighbourhood and sporting open space provision of 5.00%, comprised of land and cash components.
- H. The OWNER and the responsible authority record their agreement on the terms set out in this deed.

IT IS AGREED THAT:

1. Without limiting the operation or effect which this agreement otherwise has, the parties acknowledge that this agreement is made pursuant to the provisions of Section 173 of the Act.

2. This agreement shall come into force immediately upon execution by the parties and shall run with the title to the land.

AF788612E



Interpretation

3. The parties agree that in the interpretation of this agreement:
 - 3.1 The expression "**OWNER**" shall be deemed to include the OWNER'S successors, assignees and transferees and the obligations imposed upon and assumed by the OWNER in respect to the land of which it is registered as proprietor shall also be binding on its successors, transferees, purchasers, mortgagees, assigns and any person obtaining possession of whole or part of the land ("**the successors**") as if each of those successors had separately executed this agreement;
 - 3.2 "**Community infrastructure**" means facilities such as community meeting and activity centres, tennis courts, change rooms and other physical enhancements to sporting fields, but excludes the facilities in "**other development infrastructure**";
 - 3.3 **Development** means the development carried out on the land in accordance with the development plan;
 - 3.4 **Development contributions** mean the contributions that will be made by the Owner towards the provision of infrastructure as set out in Schedule A to this agreement and as provided for under clause 8.1;
 - 3.5 **Development plan** means the development, plan approved by the responsible Authority on 19 December 2005;
 - 3.6 **Environment and offset plan** means a plan prepared in accordance with this agreement;
 - 3.7 **Gross developable area** means the area as described in the notes to Schedule A;
 - 3.8 "**Neighbourhood and sporting open Space**" means unencumbered open space required of residential developments. It is 5.00% of gross developable area, as required under the Subdivision Act, for acquisition of land for the required range of neighbourhood and sporting parks, and is precisely defined in the notes to Schedule A;
 - 3.9 **Net Gain Offset** has the same meaning as defined in Victoria's native vegetation management framework;
 - 3.10 "**Other development infrastructure**" means facilities including maternal and child health centres, pre-schools, playgrounds and basic development of open space, including sports grounds;
 - 3.11 **Works in lieu** means the works described under clause 9.3;

- 3.10 **“Other development infrastructure”** means facilities including maternal and child health centres, pre-schools, playgrounds and basic development of open space, including sports grounds;
- 3.11 **Works in lieu** means the works described under clause 9.3;
- 3.12 **“Roads and major pathways”** means road and traffic works on arterial and sub-arterial roads and major connecting pathways that need to be provided or upgraded as a consequence of urban development in the Cowies Hill area, including the development and use of the land; and
- 3.13 **“Land”** means the land referred to in recital B.
4. The parties agree that in the interpretation of this agreement:
- 4.1 The singular includes the plural and the plural includes the singular;
- 4.2 A reference to a gender includes a reference to each other gender;
- 4.3 A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law;
- 4.4 If a party consists of more than one person this agreement binds them jointly and each of them severally;
- 4.5 A reference to a statute shall include any statutes amending, consolidating or replacing same and any regulations made under such statutes;
- 4.6 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this agreement; and
- 4.7 The recitals to this agreement are and will be deemed to form part of this agreement including any terms defined within the recitals.



Jurisdiction

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

Severability

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

AF788612E



Undertakings of the parties

8. The OWNER agrees:

- 8.1 To make contributions towards the provision of infrastructure as set out in Schedule A to this agreement;
- 8.2 To prepare and implement an environment and offset plan prior to the earlier of either commencement of works on stage 6 or open space A as per the endorsed plan to achieve a net gain offset of 0.99 habitat hectares to the satisfaction of the responsible authority. The developer is to enter into a separate agreement, to the satisfaction of the responsible authority, with the relevant land owner for the provision of such an offset within the appropriate ecological vegetation class;
- 8.3 To set aside the land comprising lots 562, 563, 564, 565, 566 and 567 on the development plan, occupying 2,889 square metres, as a future transport corridor until 15 January 2016, and that if, during this time, all or any part of this land is required for the purpose of upgrading arterial road and/ or rail infrastructure, the responsible authority or relevant State Government agency will provide not less than 6 months notice of its intention to acquire such land;
- 8.4 To provide 2.27% of the gross developable area of the land as open space, which, combined with the requirement for a 2.73% cash contribution under clause 8.1, forms the total neighbourhood and sporting open space provision of 5.00%;
- 8.5 To make a public transport infrastructure contribution of \$34,400 towards the provision of bus shelters at agreed locations on the south side of Leakes Road, and to provide on collector roads within the development four reinforced concrete slabs 5 metres long and 2 metres wide, with a thickness of 300mm, comprising the foundations for bus shelters of the specification set out in Appendix 1, subject to a decision by the Department of Infrastructure that a one way bus route may require the provision of slabs for only two shelters. The owner also agrees:
 - (i) That normal operational requirements for bus services will determine the position of these slabs which will, as far as possible, be agreed by the owner and the responsible authority in advance of the construction of kerb and channel for each stage of the development, commencing after approval stage of 3, but that, if this proves impracticable, the owner will instead make a cash contribution for each slab of \$2,750 indexed to the CPI from June 30th 2003, before the commencement of stage 13 of the development;
 - (ii) To ensure that each slab complies in all respects with the requirements of the Disability Discrimination Act 1992 as they affect bus shelters, wheelchair access and tactile surfaces; and

- (iii) To make provision for electrical power at the site of each shelter in order to allow connection of the lighting which is integral to each shelter, at the time that the shelter is constructed.

9 The parties agree that:

9.1 In the event that any part of the land is to be acquired from the OWNER by the responsible authority or relevant State Government agency including under clause 8.3 for the purpose of providing either:

- (i) an upgrade to the arterial road network and/ or rail infrastructure servicing the land; or
- (ii) 'Other development infrastructure' or 'community infrastructure' facilities of the types being funded by the 'other development' and 'community infrastructure' levies payable by the OWNER pursuant to this agreement,

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

9.2 The OWNER agrees that for the purpose of clause 9.1, the value of any part of the land to be acquired by the responsible authority or relevant State Government agency shall be fixed at \$150,000.00 per hectare (\$15.00 per square metre) adjusted by the increase in the consumer price index (all groups Melbourne) between the June 2003 quarter and the most recently issued quarterly index prior to the date on which the land acquisition is to take place. The OWNER acknowledges that it has accepted the basis for establishing the value at which land is to be acquired as set out in this clause because it represents the same basis as that used by the responsible authority to assess the level of the various contributions payable by the OWNER pursuant to this agreement;

9.3 That in the event of the responsible authority accepting that the OWNER may undertake works in lieu of payment of some of the monies which are required to be contributed by the OWNER under clause 8.1 of this agreement, the OWNER undertakes;

- (i) to prepare plans ("**the works plans**") in accordance with the policy framework, at its own cost, addressing items of infrastructure identified in Schedule A to this agreement;
- (ii) to submit the works plans for approval by the responsible authority;
- (iii) to complete the works shown on the approved works plans to the reasonable satisfaction of the responsible authority; and
- (iv) to arrange for the works shown on the approved works plans to be carried out under the direct supervision of the Chief Executive Officer of the responsible authority ("**the C.E.O.**") or the C.E.O.'s delegate or nominee to the satisfaction of the responsible authority;



- 9.4 That the value of the works in lieu to be attributed towards part satisfaction of the OWNER's obligation to make contributions under clause 8.1 is to be the GST exclusive cost of those works in lieu;
- 9.5 If the OWNER fails to comply with any of the provisions of this agreement, the C.E.O. or his or her delegate may cause to be served on the OWNER a notice ("**the notice**") in writing specifying those works to which the OWNER is in default ("**the remedial works**"). The notice may set out the costs as estimated by the C.E.O. or his or her delegate of carrying out the remedial works ("**the estimated costs**") together with evidence of calculation of the estimated cost. The notice to the OWNER shall only relate to of the land of which the OWNER is registered as proprietor;
- 9.6 If the OWNER fails to complete the remedial works in respect of the land of which the OWNER is registered as proprietor within 30 days after service of the notice,
- (i) the responsible authority may by its staff, agents and contractors, enter onto the land and cause the remedial works to be carried out.
 - (ii) the C.E.O. or his or her delegate may cause to be served on the OWNER a demand in writing ("**the demand**") for the estimated costs;
- 9.7 If the OWNER is served with the demand, it agrees to immediately pay the amount of costs specified in the demand in respect of the land of which it is the registered proprietor;
- 9.8 If the responsible authority completes the remedial works, the C.E.O. must certify the actual costs of the remedial works and provide the OWNER with substantiation of the costs;
- 9.9 If the actual costs of the remedial works are less than the estimated costs paid by the OWNER to the responsible authority, the responsible authority must pay the difference between the actual costs and estimated costs within reasonable time; and
- 9.10 Where the OWNER has complied with its obligations under this agreement in respect of a stage of a development of part of the land, the responsible authority shall advise the Titles Office that this agreement no longer applies to the part of the land in that stage of development.

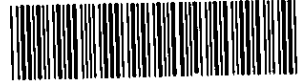
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Disputes

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

OWNER’s Covenants

- 13 The OWNER warrants and covenants that:
 - 13.1 the OWNER is both the registered proprietor and the beneficial owner of the land on the proposed plan;
 - 13.2 there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the land and not disclosed by the usual searches; and
 - 13.3 The land or any part of it is not subject to any rights obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in Section 42 of the *Transfer of Land Act 1958*.

Registration of agreement

14. The responsible authority and the OWNER shall do all things necessary (including signing any further agreement, acknowledgment or document) to enable the responsible authority to register this agreement on the certificate of title to the land described as volume 10869 folio 253 and volume 10869 folio 252 in accordance with section 181 of the Act.
15. Without limiting the operation or effect which this agreement has, the OWNER must ensure that until such time as this agreement is registered on the certificate of title to the land, successors in title shall be required to:
 - 15.1 Give effect to and do all acts and sign all documents which will require those successors to give effect to this agreement; and

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

Notification to Successors in Title

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

OWNER may apply for planning permission

19. The parties acknowledge and agree that this agreement will not and is not intended to prejudice the rights of the OWNER to make any application under the planning scheme for permission to use and develop the land or prevent or constrain the responsible authority from considering and determining any such application in accordance with the requirements of the planning scheme and the Act.

Service

20. A notice or other communication required or permitted to be served by a party on another party shall be in writing and may be served:
 - 20.1 By delivering it personally to that party;
 - 20.2 By sending it by prepaid post addressed to that party at the address set out in this agreement or subsequently notified to each party from time to time; or
 - 20.3 By sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

21. A notice or other communication is deemed served:

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- 21.1 If delivered, on the next following business day;
- 21.2 If posted, on the expiration of two business days after the date of posting; or
- 21.3 If sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

INFORMATION ONLY

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

EXECUTED by GATEWAY TARNEIT)
PTY LTD ACN 103 493 821 by being)
signed by those persons who are)
authorised to sign for the company:)



Sole Director and Company Secretary

Full name KEVIN LEE

Usual address 99 SACKVILLE ST
KEW VIC 3101

THE COMMON SEAL of)
WYNDHAM CITY COUNCIL)
was affixed by authority of the Council)
on the 18th day of March..... 2008,)
in the presence of:)


Mayor
Chief Executive Officer

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SCHEDULE "A"

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

Point at which Contribution is to be made	Infrastructure Item	Value of Contribution, to be indexed from June 30th 2003*¹.
<p>Prior to commencement of works on the development</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Contribution towards roads and major pathways*². <input type="checkbox"/> Contribution towards other development infrastructure, as listed in the 'notes' below*³. <input type="checkbox"/> Contribution for community infrastructure, as listed in the 'notes', below*⁵. 	<p>An initial contribution of \$480,000 for the first 12 hectares of net developable area.*^{2,6}.</p> <p>\$334.02 per lot for the first 200 lots.</p> <p>\$287.37 per lot for the first 200 lots*⁵.</p>
<p>Before issue of a certificate of compliance for the 200th lot or commencement of that number of dwellings where there are lots with more than one dwelling.</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Contribution towards roads and major pathways*². <input type="checkbox"/> Contribution towards other development infrastructure, as listed in the 'notes' below*³. <input type="checkbox"/> Contribution for community infrastructure, as listed in the 'notes', below*⁵. 	<p>\$480,000 for the next 12 hectares of net developable area.*^{2,6}.</p> <p>\$334.02 per lot for the next 200 lots.</p> <p>\$287.37 per lot for the next 200 lots*⁵.</p>

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Point at which Contribution is to be made	Infrastructure Item	Value of Contribution, to be indexed from June 30 th 2003* ¹ .
Before issue of a certificate of compliance for the 400 th lot or commencement of that number of dwellings where there are lots with more than one dwelling.	<ul style="list-style-type: none"> <input type="checkbox"/> Contribution towards roads and major pathways*². <input type="checkbox"/> Contribution towards public transport infrastructure. <input type="checkbox"/> Contribution towards other development infrastructure, as listed in the 'notes' below*³. <input type="checkbox"/> Contribution for community infrastructure, as listed in the 'notes', below*⁵. <input type="checkbox"/> Contribution towards provision of neighbourhood and sporting open space*⁴. 	<p>\$480,000 for the next 12 hectares of net developable area.*^{2,6}.</p> <p>\$34,400 for the construction of bus shelters on Leakes Road*⁸.</p> <p>\$334.02 per lot for the next 200 lots.</p> <p>\$287.37 per lot for the next 200 lots*⁵.</p> <p>A cash contribution equivalent to 2.73% of the capital unimproved and unsubdivided value of the gross developable area of the land, as valued at the time of contribution*⁴.</p>
Before issue of a certificate of compliance for the 600 th lot or commencement of that number of dwellings where there are lots with more than one dwelling.	<ul style="list-style-type: none"> <input type="checkbox"/> Contribution towards roads and major pathways*². <input type="checkbox"/> Contribution towards other development infrastructure, as listed in the 'notes' below*³. <input type="checkbox"/> Contribution for community infrastructure, as listed in the 'notes', below*⁵. 	<p>\$480,000 for the next 12 hectares of net developable area.*^{2,6}.</p> <p>\$334.02 per lot for the next 200 lots.</p> <p>\$287.37 per lot for the next 200 lots*⁵.</p>
Before issue of a certificate of compliance for the 800 th lot or commencement of that number of dwellings where there are lots with more than one dwelling.	<ul style="list-style-type: none"> <input type="checkbox"/> Contribution towards roads and major pathways*². 	<p>\$480,000 for the next 12 hectares of net developable area.*^{2,6}.</p>

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Point at which Contribution is to be made	Infrastructure Item	Value of Contribution, to be indexed from June 30 th 2003* ¹ .
Before issue of a certificate of compliance for any of the last 120 lots.	<ul style="list-style-type: none"> <li data-bbox="528 421 978 495">❑ Contribution towards roads and major pathways*². <li data-bbox="528 622 978 734">❑ Contribution for other development infrastructure, as listed in the 'notes', below*⁵. <li data-bbox="528 750 978 862">❑ Contribution for community infrastructure, as listed below*⁵. 	<p data-bbox="1010 421 1465 600">A final contribution of \$40,000.00 per hectare or \$4.00 per square metre of net developable area for which a contribution was not made as above*^{2,6}.</p> <p data-bbox="1010 622 1393 734">\$334.02 per lot for all lots for which contributions were not made as provided above.</p> <p data-bbox="1010 750 1393 862">\$287.37 per lot for all lots for which contributions were not made as provided above*⁵.</p>

Notes:

- ❑ *¹ The values in the above schedule are based on contributions by June 30th, 2003. All contributions are to be indexed quarterly, in accordance with the last published consumer price index [all groups] for Melbourne, at the date of payment.
- ❑ *² The contributions towards roads and major pathways are \$40,000 per hectare of net development area, and are to be used to upgrade the sub-arterial road network and provide major connecting pathways [other than along roads] in Wyndham north (Tarneit and Truganina).
- ❑ *³ The 'other development infrastructure' items to be partly funded from these contributions are to help provide for maternal and child health, pre-school and associated meeting spaces, as needs are defined, and basic development of open space areas, including playgrounds and the basic playing fields proposed in active open space to serve the Tarneit and Truganina communities.
- ❑ *⁴ The cash contribution of 2.73% of gross developable area towards neighbourhood and sporting open space is based on land values at the time of contribution, and will be used to help fund provision of a major sports park for Tarneit and Truganina.
- ❑ *⁵ The community infrastructure items to be partly funded from these contributions include general meeting and activity areas of Tarneit and Truganina 's community centres; plus enhanced sporting facilities, tennis courts and sports change facilities, as needs are defined. These contributions are currently 'capped' in the Planning and Environment Act, at \$900 per lot.
- ❑ *⁶ Net developable area is the total site area, minus arterial and sub-arterial road widenings and reserves as listed in Note 2, floodways in dedicated reservations, school sites and [except in calculating public open space requirements] the open space required by Council. Estate entry features, plantation and garden reserves and similar features are not omitted. At the date when this agreement is made, the net

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developable area is defined as 62.65 hectares. If this changes during the course of the project, it may be adjusted in settling on the final payment.

- *⁷ Gross developable area is the total site area, minus arterial and sub-arterial road widenings and reserves as listed in Note 2, floodways in dedicated reservations and school sites. Estate entry features, plantation and garden reserves and similar features are not omitted. Gross developable area is only used in this agreement in calculating public open space requirements.
- *⁸ Two bus shelters are to be constructed at agreed locations on the south side of the Leakes Road frontage bounded by this development, with a third bus shelter to be constructed at a location to be determined on the south side of Leakes Road. The developer is contributing to 100% of the cost of the first two shelters and 50% of the third.
- *⁹ Summary of contributions in June 2003 terms [to be indexed to the CPI]

Infrastructure Item	Per Hectare	\$ Per Lot/dwelling	Total
Roads and major pathways	\$40,000	\$2,724	\$2,506,000
Passenger transport infrastructure	\$549	\$37	\$34,400
Other development infrastructure	\$4,905	\$334	\$307,298
Community infrastructure	\$4,220	\$287	\$264,380
TOTAL			\$3,112,078 plus neighbourhood and sporting open space contribution* ⁴

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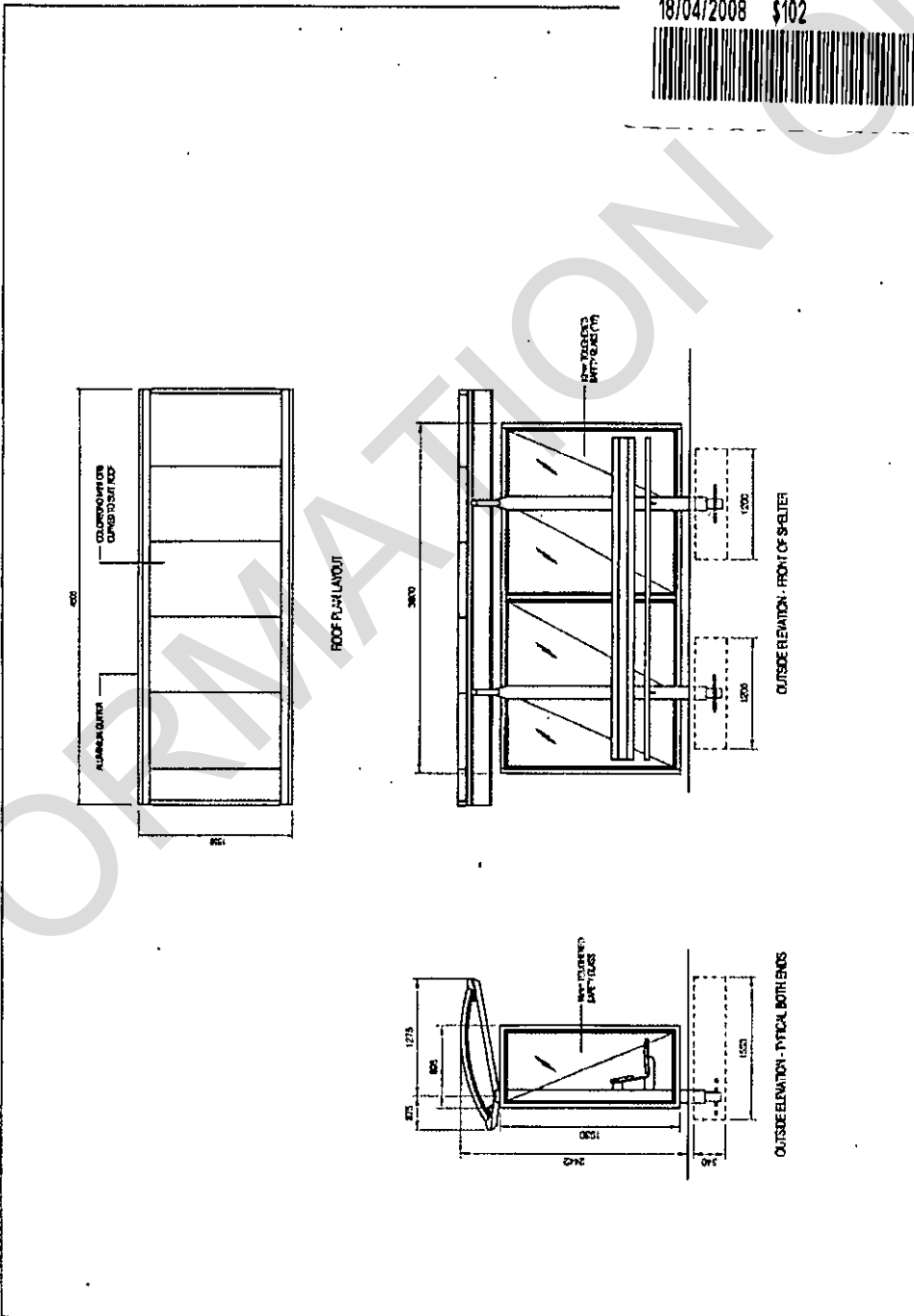
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APPENDIX 1

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS633442L

The land in PS633442L is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 64, 201 - 223, 301 - 324, 401 - 417, 420B, 421 - 444, 501 - 519, 521 - 524, 526 - 537, 601 - 627, 701 - 760, 801 - 881, 901 - 913, 914A, 915 - 926, 928 - 933, 1001 - 1032, 1101 - 1114, 1116 - 1131, 1201 - 1249, 1301 - 1325, 1401 - 1427, 1501 - 1542, 1601 - 1638, 1701 - 1740, 1801 - 1832, 1836 - 1853, 1901 - 1943, 2001 - 2033, 2109 - 2137, 2201 - 2245, 2301 - 2314, 2401 - 2410, 2501 - 2529, 2701 - 2735, 2801 - 2823, 2901 - 2926, 3001 - 3021, S56, S75.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

BEYOND STRATA PTY LTD LEVEL 7 575 BOURKE STREET MELBOURNE VIC 3000

AT529912T 01/09/2020

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. AL438678A 22/10/2014

Additional Owners Corporation Information:

OC011415H 26/07/2011

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	10	10
Lot 2	10	10
Lot 3	10	10
Lot 4	10	10



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**OWNERS CORPORATION 1
PLAN NO. PS633442L**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 5	10	10
Lot 6	10	10
Lot 7	10	10
Lot 8	10	10
Lot 9	10	10
Lot 10	10	10
Lot 11	10	10
Lot 12	10	10
Lot 13	10	10
Lot 14	10	10
Lot 15	10	10
Lot 16	10	10
Lot 17	10	10
Lot 18	10	10
Lot 19	10	10
Lot 20	10	10
Lot 21	10	10
Lot 22	10	10
Lot 23	10	10
Lot 24	10	10
Lot 25	10	10
Lot 26	10	10
Lot 27	10	10
Lot 28	10	10
Lot 29	10	10
Lot 30	10	10
Lot 31	10	10
Lot 32	10	10
Lot 33	10	10





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**OWNERS CORPORATION 1
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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 34	10	10
Lot 35	10	10
Lot 36	10	10
Lot 37	10	10
Lot 38	10	10
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Lot 46	10	10
Lot 47	10	10
Lot 48	10	10
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Lot 55	10	10
Lot 56	10	10
Lot 57	10	10
Lot 58	10	10
Lot 59	10	10
Lot 60	10	10
Lot 61	10	10
Lot 62	10	10





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Land Parcel	Entitlement	Liability
Lot 63	10	10
Lot 64	10	10
Lot 201	10	10
Lot 202	10	10
Lot 203	10	10
Lot 204	10	10
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Lot 219	10	10
Lot 220	10	10
Lot 221	10	10
Lot 222	10	10
Lot 223	10	10
Lot 301	10	10
Lot 302	10	10
Lot 303	10	10
Lot 304	10	10



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 305	10	10
Lot 306	10	10
Lot 307	10	10
Lot 308	10	10
Lot 309	10	10
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Lot 406	10	10
Lot 407	10	10
Lot 408	10	10
Lot 409	10	10



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**OWNERS CORPORATION 1
PLAN NO. PS633442L**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 410	10	10
Lot 411	10	10
Lot 412	10	10
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Lot 414	10	10
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Lot 434	10	10
Lot 435	10	10
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Lot 438	10	10
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Lot 440	10	10



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PLAN NO. PS633442L**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
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Lot 519	10	10
Lot 521	10	10
Lot 522	10	10
Lot 523	10	10
Lot 524	10	10
Lot 526	10	10
Lot 527	10	10





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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
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Lot 616	10	10
Lot 617	10	10
Lot 618	10	10
Lot 619	10	10





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**OWNERS CORPORATION 1
PLAN NO. PS633442L**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 620	10	10
Lot 621	10	10
Lot 622	10	10
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Lot 624	10	10
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Lot 709	10	10
Lot 710	10	10
Lot 711	10	10
Lot 712	10	10
Lot 713	10	10
Lot 714	10	10
Lot 715	10	10
Lot 716	10	10
Lot 717	10	10
Lot 718	10	10
Lot 719	10	10
Lot 720	10	10
Lot 721	10	10



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 722	10	10
Lot 723	10	10
Lot 724	10	10
Lot 725	10	10
Lot 726	10	10
Lot 727	10	10
Lot 728	10	10
Lot 729	10	10
Lot 730	10	10
Lot 731	10	10
Lot 732	10	10
Lot 733	10	10
Lot 734	10	10
Lot 735	10	10
Lot 736	10	10
Lot 737	10	10
Lot 738	10	10
Lot 739	10	10
Lot 740	10	10
Lot 741	10	10
Lot 742	10	10
Lot 743	10	10
Lot 744	10	10
Lot 745	10	10
Lot 746	10	10
Lot 747	10	10
Lot 748	10	10
Lot 749	10	10
Lot 750	10	10



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**OWNERS CORPORATION 1
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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 751	10	10
Lot 752	10	10
Lot 753	10	10
Lot 754	10	10
Lot 755	10	10
Lot 756	10	10
Lot 757	10	10
Lot 758	10	10
Lot 759	10	10
Lot 760	10	10
Lot 801	10	10
Lot 802	10	10
Lot 803	10	10
Lot 804	10	10
Lot 805	10	10
Lot 806	10	10
Lot 807	10	10
Lot 808	10	10
Lot 809	10	10
Lot 810	10	10
Lot 811	10	10
Lot 812	10	10
Lot 813	10	10
Lot 814	10	10
Lot 815	10	10
Lot 816	10	10
Lot 817	10	10
Lot 818	10	10
Lot 819	10	10



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 820	10	10
Lot 821	10	10
Lot 822	10	10
Lot 823	10	10
Lot 824	10	10
Lot 825	10	10
Lot 826	10	10
Lot 827	10	10
Lot 828	10	10
Lot 829	10	10
Lot 830	10	10
Lot 831	10	10
Lot 832	10	10
Lot 833	10	10
Lot 834	10	10
Lot 835	10	10
Lot 836	10	10
Lot 837	10	10
Lot 838	10	10
Lot 839	10	10
Lot 840	10	10
Lot 841	10	10
Lot 842	10	10
Lot 843	10	10
Lot 844	10	10
Lot 845	10	10
Lot 846	10	10
Lot 847	10	10
Lot 848	10	10





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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 849	10	10
Lot 850	10	10
Lot 851	10	10
Lot 852	10	10
Lot 853	10	10
Lot 854	10	10
Lot 855	10	10
Lot 856	10	10
Lot 857	10	10
Lot 858	10	10
Lot 859	10	10
Lot 860	10	10
Lot 861	10	10
Lot 862	10	10
Lot 863	10	10
Lot 864	10	10
Lot 865	10	10
Lot 866	10	10
Lot 867	10	10
Lot 868	10	10
Lot 869	10	10
Lot 870	10	10
Lot 871	10	10
Lot 872	10	10
Lot 873	10	10
Lot 874	10	10
Lot 875	10	10
Lot 876	10	10
Lot 877	10	10



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 878	10	10
Lot 879	10	10
Lot 880	10	10
Lot 881	10	10
Lot 901	10	10
Lot 902	10	10
Lot 903	10	10
Lot 904	10	10
Lot 905	10	10
Lot 906	10	10
Lot 907	10	10
Lot 908	10	10
Lot 909	10	10
Lot 910	10	10
Lot 911	10	10
Lot 912	10	10
Lot 913	10	10
Lot 914A	10	10
Lot 915	10	10
Lot 916	10	10
Lot 917	10	10
Lot 918	10	10
Lot 919	10	10
Lot 920	10	10
Lot 921	10	10
Lot 922	10	10
Lot 923	10	10
Lot 924	10	10
Lot 925	10	10





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Land Parcel	Entitlement	Liability
Lot 926	10	10
Lot 928	10	10
Lot 929	10	10
Lot 930	10	10
Lot 931	10	10
Lot 932	10	10
Lot 933	10	10
Lot 1001	10	10
Lot 1002	10	10
Lot 1003	10	10
Lot 1004	10	10
Lot 1005	10	10
Lot 1006	10	10
Lot 1007	10	10
Lot 1008	10	10
Lot 1009	10	10
Lot 1010	10	10
Lot 1011	10	10
Lot 1012	10	10
Lot 1013	10	10
Lot 1014	10	10
Lot 1015	10	10
Lot 1016	10	10
Lot 1017	10	10
Lot 1018	10	10
Lot 1019	10	10
Lot 1020	10	10
Lot 1021	10	10
Lot 1022	10	10





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Land Parcel	Entitlement	Liability
Lot 1023	10	10
Lot 1024	10	10
Lot 1025	10	10
Lot 1026	10	10
Lot 1027	10	10
Lot 1028	10	10
Lot 1029	10	10
Lot 1030	10	10
Lot 1031	10	10
Lot 1032	10	10
Lot 1101	10	10
Lot 1102	10	10
Lot 1103	10	10
Lot 1104	10	10
Lot 1105	10	10
Lot 1106	10	10
Lot 1107	10	10
Lot 1108	10	10
Lot 1109	10	10
Lot 1110	10	10
Lot 1111	10	10
Lot 1112	10	10
Lot 1113	10	10
Lot 1114	10	10
Lot 1116	10	10
Lot 1117	10	10
Lot 1118	10	10
Lot 1119	10	10
Lot 1120	10	10



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1121	10	10
Lot 1122	10	10
Lot 1123	10	10
Lot 1124	10	10
Lot 1125	10	10
Lot 1126	10	10
Lot 1127	10	10
Lot 1128	10	10
Lot 1129	10	10
Lot 1130	10	10
Lot 1131	10	10
Lot 1201	10	10
Lot 1202	10	10
Lot 1203	10	10
Lot 1204	10	10
Lot 1205	10	10
Lot 1206	10	10
Lot 1207	10	10
Lot 1208	10	10
Lot 1209	10	10
Lot 1210	10	10
Lot 1211	10	10
Lot 1212	10	10
Lot 1213	10	10
Lot 1214	10	10
Lot 1215	10	10
Lot 1216	10	10
Lot 1217	10	10
Lot 1218	10	10





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Land Parcel	Entitlement	Liability
Lot 1219	10	10
Lot 1220	10	10
Lot 1221	10	10
Lot 1222	10	10
Lot 1223	10	10
Lot 1224	10	10
Lot 1225	10	10
Lot 1226	10	10
Lot 1227	10	10
Lot 1228	10	10
Lot 1229	10	10
Lot 1230	10	10
Lot 1231	10	10
Lot 1232	10	10
Lot 1233	10	10
Lot 1234	10	10
Lot 1235	10	10
Lot 1236	10	10
Lot 1237	10	10
Lot 1238	10	10
Lot 1239	10	10
Lot 1240	10	10
Lot 1241	10	10
Lot 1242	10	10
Lot 1243	10	10
Lot 1244	10	10
Lot 1245	10	10
Lot 1246	10	10
Lot 1247	10	10





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Land Parcel	Entitlement	Liability
Lot 1248	10	10
Lot 1249	10	10
Lot 1301	10	10
Lot 1302	10	10
Lot 1303	10	10
Lot 1304	10	10
Lot 1305	10	10
Lot 1306	10	10
Lot 1307	10	10
Lot 1308	10	10
Lot 1309	10	10
Lot 1310	10	10
Lot 1311	10	10
Lot 1312	10	10
Lot 1313	10	10
Lot 1314	10	10
Lot 1315	10	10
Lot 1316	10	10
Lot 1317	10	10
Lot 1318	10	10
Lot 1319	10	10
Lot 1320	10	10
Lot 1321	10	10
Lot 1322	10	10
Lot 1323	10	10
Lot 1324	10	10
Lot 1325	10	10
Lot 1401	10	10
Lot 1402	10	10



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1403	10	10
Lot 1404	10	10
Lot 1405	10	10
Lot 1406	10	10
Lot 1407	10	10
Lot 1408	10	10
Lot 1409	10	10
Lot 1410	10	10
Lot 1411	10	10
Lot 1412	10	10
Lot 1413	10	10
Lot 1414	10	10
Lot 1415	10	10
Lot 1416	10	10
Lot 1417	10	10
Lot 1418	10	10
Lot 1419	10	10
Lot 1420	10	10
Lot 1421	10	10
Lot 1422	10	10
Lot 1423	10	10
Lot 1424	10	10
Lot 1425	10	10
Lot 1426	10	10
Lot 1427	10	10
Lot 1501	10	10
Lot 1502	10	10
Lot 1503	10	10
Lot 1504	10	10



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1505	10	10
Lot 1506	10	10
Lot 1507	10	10
Lot 1508	10	10
Lot 1509	10	10
Lot 1510	10	10
Lot 1511	10	10
Lot 1512	10	10
Lot 1513	10	10
Lot 1514	10	10
Lot 1515	10	10
Lot 1516	10	10
Lot 1517	10	10
Lot 1518	10	10
Lot 1519	10	10
Lot 1520	10	10
Lot 1521	10	10
Lot 1522	10	10
Lot 1523	10	10
Lot 1524	10	10
Lot 1525	10	10
Lot 1526	10	10
Lot 1527	10	10
Lot 1528	10	10
Lot 1529	10	10
Lot 1530	10	10
Lot 1531	10	10
Lot 1532	10	10
Lot 1533	10	10





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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1534	10	10
Lot 1535	10	10
Lot 1536	10	10
Lot 1537	10	10
Lot 1538	10	10
Lot 1539	10	10
Lot 1540	10	10
Lot 1541	10	10
Lot 1542	10	10
Lot 1601	10	10
Lot 1602	10	10
Lot 1603	10	10
Lot 1604	10	10
Lot 1605	10	10
Lot 1606	10	10
Lot 1607	10	10
Lot 1608	10	10
Lot 1609	10	10
Lot 1610	10	10
Lot 1611	10	10
Lot 1612	10	10
Lot 1613	10	10
Lot 1614	10	10
Lot 1615	10	10
Lot 1616	10	10
Lot 1617	10	10
Lot 1618	10	10
Lot 1619	10	10
Lot 1620	10	10



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1621	10	10
Lot 1622	10	10
Lot 1623	10	10
Lot 1624	10	10
Lot 1625	10	10
Lot 1626	10	10
Lot 1627	10	10
Lot 1628	10	10
Lot 1629	10	10
Lot 1630	10	10
Lot 1631	10	10
Lot 1632	10	10
Lot 1633	10	10
Lot 1634	10	10
Lot 1635	10	10
Lot 1636	10	10
Lot 1637	10	10
Lot 1638	10	10
Lot 1701	10	10
Lot 1702	10	10
Lot 1703	10	10
Lot 1704	10	10
Lot 1705	10	10
Lot 1706	10	10
Lot 1707	10	10
Lot 1708	10	10
Lot 1709	10	10
Lot 1710	10	10
Lot 1711	10	10





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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1712	10	10
Lot 1713	10	10
Lot 1714	10	10
Lot 1715	10	10
Lot 1716	10	10
Lot 1717	10	10
Lot 1718	10	10
Lot 1719	10	10
Lot 1720	10	10
Lot 1721	10	10
Lot 1722	10	10
Lot 1723	10	10
Lot 1724	10	10
Lot 1725	10	10
Lot 1726	10	10
Lot 1727	10	10
Lot 1728	10	10
Lot 1729	10	10
Lot 1730	10	10
Lot 1731	10	10
Lot 1732	10	10
Lot 1733	10	10
Lot 1734	10	10
Lot 1735	10	10
Lot 1736	10	10
Lot 1737	10	10
Lot 1738	10	10
Lot 1739	10	10
Lot 1740	10	10





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Land Parcel	Entitlement	Liability
Lot 1801	10	10
Lot 1802	10	10
Lot 1803	10	10
Lot 1804	10	10
Lot 1805	10	10
Lot 1806	10	10
Lot 1807	10	10
Lot 1808	10	10
Lot 1809	10	10
Lot 1810	10	10
Lot 1811	10	10
Lot 1812	10	10
Lot 1813	10	10
Lot 1814	10	10
Lot 1815	10	10
Lot 1816	10	10
Lot 1817	10	10
Lot 1818	10	10
Lot 1819	10	10
Lot 1820	10	10
Lot 1821	10	10
Lot 1822	10	10
Lot 1823	10	10
Lot 1824	10	10
Lot 1825	10	10
Lot 1826	10	10
Lot 1827	10	10
Lot 1828	10	10
Lot 1829	10	10





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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1830	10	10
Lot 1831	10	10
Lot 1832	10	10
Lot 1836	10	10
Lot 1837	10	10
Lot 1838	10	10
Lot 1839	10	10
Lot 1840	10	10
Lot 1841	10	10
Lot 1842	10	10
Lot 1843	10	10
Lot 1844	10	10
Lot 1845	10	10
Lot 1846	10	10
Lot 1847	10	10
Lot 1848	10	10
Lot 1849	10	10
Lot 1850	10	10
Lot 1851	10	10
Lot 1852	10	10
Lot 1853	10	10
Lot 1901	10	10
Lot 1902	10	10
Lot 1903	10	10
Lot 1904	10	10
Lot 1905	10	10
Lot 1906	10	10
Lot 1907	10	10
Lot 1908	10	10



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Land Parcel	Entitlement	Liability
Lot 1909	10	10
Lot 1910	10	10
Lot 1911	10	10
Lot 1912	10	10
Lot 1913	10	10
Lot 1914	10	10
Lot 1915	10	10
Lot 1916	10	10
Lot 1917	10	10
Lot 1918	10	10
Lot 1919	10	10
Lot 1920	10	10
Lot 1921	10	10
Lot 1922	10	10
Lot 1923	10	10
Lot 1924	10	10
Lot 1925	10	10
Lot 1926	10	10
Lot 1927	10	10
Lot 1928	10	10
Lot 1929	10	10
Lot 1930	10	10
Lot 1931	10	10
Lot 1932	10	10
Lot 1933	10	10
Lot 1934	10	10
Lot 1935	10	10
Lot 1936	10	10
Lot 1937	10	10



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1938	10	10
Lot 1939	10	10
Lot 1940	10	10
Lot 1941	10	10
Lot 1942	10	10
Lot 1943	10	10
Lot 2001	10	10
Lot 2002	10	10
Lot 2003	10	10
Lot 2004	10	10
Lot 2005	10	10
Lot 2006	10	10
Lot 2007	10	10
Lot 2008	10	10
Lot 2009	10	10
Lot 2010	10	10
Lot 2011	10	10
Lot 2012	10	10
Lot 2013	10	10
Lot 2014	10	10
Lot 2015	10	10
Lot 2016	10	10
Lot 2017	10	10
Lot 2018	10	10
Lot 2019	10	10
Lot 2020	10	10
Lot 2021	10	10
Lot 2022	10	10
Lot 2023	10	10



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2024	10	10
Lot 2025	10	10
Lot 2026	10	10
Lot 2027	10	10
Lot 2028	10	10
Lot 2029	10	10
Lot 2030	10	10
Lot 2031	10	10
Lot 2032	10	10
Lot 2033	10	10
Lot 2109	10	10
Lot 2110	10	10
Lot 2111	10	10
Lot 2112	10	10
Lot 2113	10	10
Lot 2114	10	10
Lot 2115	10	10
Lot 2116	10	10
Lot 2117	10	10
Lot 2118	10	10
Lot 2119	10	10
Lot 2120	10	10
Lot 2121	10	10
Lot 2122	10	10
Lot 2123	10	10
Lot 2124	10	10
Lot 2125	10	10
Lot 2126	10	10
Lot 2127	10	10



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2128	10	10
Lot 2129	10	10
Lot 2130	10	10
Lot 2131	10	10
Lot 2132	10	10
Lot 2133	10	10
Lot 2134	10	10
Lot 2135	10	10
Lot 2136	10	10
Lot 2137	10	10
Lot 2201	10	10
Lot 2202	10	10
Lot 2203	10	10
Lot 2204	10	10
Lot 2205	10	10
Lot 2206	10	10
Lot 2207	10	10
Lot 2208	10	10
Lot 2209	10	10
Lot 2210	10	10
Lot 2211	10	10
Lot 2212	10	10
Lot 2213	10	10
Lot 2214	10	10
Lot 2215	10	10
Lot 2216	10	10
Lot 2217	10	10
Lot 2218	10	10
Lot 2219	10	10





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Land Parcel	Entitlement	Liability
Lot 2220	10	10
Lot 2221	10	10
Lot 2222	10	10
Lot 2223	10	10
Lot 2224	10	10
Lot 2225	10	10
Lot 2226	10	10
Lot 2227	10	10
Lot 2228	10	10
Lot 2229	10	10
Lot 2230	10	10
Lot 2231	10	10
Lot 2232	10	10
Lot 2233	10	10
Lot 2234	10	10
Lot 2235	10	10
Lot 2236	10	10
Lot 2237	10	10
Lot 2238	10	10
Lot 2239	10	10
Lot 2240	10	10
Lot 2241	10	10
Lot 2242	10	10
Lot 2243	10	10
Lot 2244	10	10
Lot 2245	10	10
Lot 2301	10	10
Lot 2302	10	10
Lot 2303	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/11/2024 03:56:35 PM

**OWNERS CORPORATION 1
PLAN NO. PS633442L**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2304	10	10
Lot 2305	10	10
Lot 2306	10	10
Lot 2307	10	10
Lot 2308	10	10
Lot 2309	10	10
Lot 2310	10	10
Lot 2311	10	10
Lot 2312	10	10
Lot 2313	10	10
Lot 2314	10	10
Lot 2401	10	10
Lot 2402	10	10
Lot 2403	10	10
Lot 2404	10	10
Lot 2405	10	10
Lot 2406	10	10
Lot 2407	10	10
Lot 2408	10	10
Lot 2409	10	10
Lot 2410	10	10
Lot 2501	10	10
Lot 2502	10	10
Lot 2503	10	10
Lot 2504	10	10
Lot 2505	10	10
Lot 2506	10	10
Lot 2507	10	10
Lot 2508	10	10





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/11/2024 03:56:35 PM

OWNERS CORPORATION 1
PLAN NO. PS633442L

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2509	10	10
Lot 2510	10	10
Lot 2511	10	10
Lot 2512	10	10
Lot 2513	10	10
Lot 2514	10	10
Lot 2515	10	10
Lot 2516	10	10
Lot 2517	10	10
Lot 2518	10	10
Lot 2519	10	10
Lot 2520	10	10
Lot 2521	10	10
Lot 2522	10	10
Lot 2523	10	10
Lot 2524	10	10
Lot 2525	10	10
Lot 2526	10	10
Lot 2527	10	10
Lot 2528	10	10
Lot 2529	10	10
Lot 2701	10	10
Lot 2702	10	10
Lot 2703	10	10
Lot 2704	10	10
Lot 2705	10	10
Lot 2706	10	10
Lot 2707	10	10
Lot 2708	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS633442L**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2709	10	10
Lot 2710	10	10
Lot 2711	10	10
Lot 2712	10	10
Lot 2713	10	10
Lot 2714	10	10
Lot 2715	10	10
Lot 2716	10	10
Lot 2717	10	10
Lot 2718	10	10
Lot 2719	10	10
Lot 2720	10	10
Lot 2721	10	10
Lot 2722	10	10
Lot 2723	10	10
Lot 2724	10	10
Lot 2725	10	10
Lot 2726	10	10
Lot 2727	10	10
Lot 2728	10	10
Lot 2729	10	10
Lot 2730	10	10
Lot 2731	10	10
Lot 2732	10	10
Lot 2733	10	10
Lot 2734	10	10
Lot 2735	10	10
Lot 2801	10	10
Lot 2802	10	10





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/11/2024 03:56:35 PM

**OWNERS CORPORATION 1
PLAN NO. PS633442L**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2803	10	10
Lot 2804	10	10
Lot 2805	10	10
Lot 2806	10	10
Lot 2807	10	10
Lot 2808	10	10
Lot 2809	10	10
Lot 2810	10	10
Lot 2811	10	10
Lot 2812	10	10
Lot 2813	10	10
Lot 2814	10	10
Lot 2815	10	10
Lot 2816	10	10
Lot 2817	10	10
Lot 2818	10	10
Lot 2819	10	10
Lot 2820	10	10
Lot 2821	10	10
Lot 2822	10	10
Lot 2823	10	10
Lot 2901	10	10
Lot 2902	10	10
Lot 2903	10	10
Lot 2904	10	10
Lot 2905	10	10
Lot 2906	10	10
Lot 2907	10	10
Lot 2908	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS633442L**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2909	10	10
Lot 2910	10	10
Lot 2911	10	10
Lot 2912	10	10
Lot 2913	10	10
Lot 2914	10	10
Lot 2915	10	10
Lot 2916	10	10
Lot 2917	10	10
Lot 2918	10	10
Lot 2919	10	10
Lot 2920	10	10
Lot 2921	10	10
Lot 2922	10	10
Lot 2923	10	10
Lot 2924	10	10
Lot 2925	10	10
Lot 2926	10	10
Lot 3001	10	10
Lot 3002	10	10
Lot 3003	10	10
Lot 3004	10	10
Lot 3005	10	10
Lot 3006	10	10
Lot 3007	10	10
Lot 3008	10	10
Lot 3009	10	10
Lot 3010	10	10
Lot 3011	10	10





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/11/2024 03:56:35 PM

**OWNERS CORPORATION 1
PLAN NO. PS633442L**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3012	10	10
Lot 3013	10	10
Lot 3014	10	10
Lot 3015	10	10
Lot 3016	10	10
Lot 3017	10	10
Lot 3018	10	10
Lot 3019	10	10
Lot 3020	10	10
Lot 3021	10	10
Lot S56	10	10
Lot S75	1	1
Total	10301.00	10301.00

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.



Civic Centre
Postal

45 Princes Highway, Werribee, Victoria 3030, Australia
PO Box 197, Werribee, Victoria 3030, Australia

Telephone
Email

1300 023 411
mail@wyndham.vic.gov.au
www.wyndham.vic.gov.au

ABN: 38 393 903 860

Your Ref: 396012

Our Ref: wLIC10968/24

Date: 18/11/2024

Landata
DX 250639
MELBOURNE VIC

LAND INFORMATION CERTIFICATE
Year Ending :30/06/2025
Assessment No: 201065
Certificate No: wLIC10968/24
All Enquiries and Updates to 1300 023 411

201065

Property Description: V 11285 F 940 L 54 PS 633442 Tarneit Parish
AVPCC Code: 110 - Detached Home
Property Situated: 58 Lamington Drive
TARNEIT VIC 3029

Site Value	\$395000	CIV	\$620000	NAV	\$31000
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The level of valuation is 01/01/2024.
The Date Valuation was adopted for rating purposes is 01/07/2024.

Current Year's Rates		
General DL Rates		\$1362.14
Municipal Charge		\$68.28
Garbage Charge		\$392.40
Fire Services Levy		\$185.94
Current Rates Levied	\$2008.76	
Interest		\$4.25
Balance Outstanding		\$2013.01

TOTAL OUTSTANDING	\$2013.01
--------------------------	------------------

Council strongly recommends that an updated certificate be sought prior to any settlement of land or other reliance on this certificate. A written update will be provided free of charge for up to 3 months after the date of issue.

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 1958, the Local Government Act 1989 or under a local law of the Council and the specified flood level by the Council (if any).

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.

OTHER INFORMATION NOTICES AND ORDERS:

There is no potential Liability for Rates under the Cultural and Recreational Lands Act 1974.

There is no potential Liability for the Land to become Rateable under Section 173 or 174A of the Local Government Act 1989.

There is no Outstanding Amount to be paid for Recreational Purposes or any transfer of Land required to be made to Council for Recreational Purposes under the Local Government Act 1958.

LAND CLEARANCE CHARGES:

Directions to maintain vacant land to Council requirements all year round are in place under the Local Law.

Although there may be no charges shown on the Certificate, it is possible that a Charge OR a Notice to Comply to maintain the vacant land as required may exist by settlement date.

Please contact Council's City Resilience Department via email at mail@wyndham.vic.gov.au to check if there are any pending Charges that are not listed but which may transfer with the property to the new owner.

NOTE: Whilst all efforts have been made to ensure that the information contained in this Certificate is accurate and reflects the current records of the City as at the date of the Certificates issue, information contained in the Certificate is subject to regular update and it is strongly recommended that an updated Certificate be sought immediately prior to any settlement of land or other reliance on this Certificate.

I hereby certify that as at the Date of Issue the information given in this Certificate is a true and correct disclosure of Rates and other Monies payable to the Wyndham City Council, together with any Notice or Orders referred to in this Certificate

APPLICANT: Landata

RECEIVED THE SUM OF \$29.70 BEING FOR THE FEE FOR THE CERTIFICATE

REFERENCE: wLIC10968/24



Ade Adeleke/Coordinator Finance Operations

Payment Options



BPAY (Rates payments only)

Billers Code: 76869

Customer Reference Number: 1905333

Online via Credit Card

Visit www.wyndham.vic.gov.au

Rates Payment

Bank Reference Number: 1905333

Land Clearance Charge (if applicable)

See Reference Number above

Cheque Payment

Send cheque made payable to Wyndham City Council and a copy of this LIC to PO Box 197, Werribee, VIC 3030

Information Statement Certificate

Reference number

74966127-030-7

Date of issue

22/11/2024

Total amount

\$1034.28

Total amount to end of June 2025 and includes any unbilled amount

Please see page 2 for detailed information

Water Act, 1989, Section 158

This Statement details all tariffs, charges and penalties due and payable to Greater Western Water, as at the date of this Statement, and also includes tariffs and charges, (other than for water yet to be consumed), which are due and payable to the 30 June 2025, as well as any relevant orders, notices and encumbrances applicable to the property, described hereafter.

Service address 58 LAMINGTON DRIVE, TARNEIT, VIC, 3029

Property number 4777820000

Title(s) 54/PS633442

Comments

Payment options

Greater Western Water ABN 70 066 902 467



BPAY
Biller code: **8789**
Ref: **42821100001**
Go to bpay.com.au



Australia Post
Billpay code: **0362**
Ref: **042821100009**
Pay at any post office,
by phone **13 18 16**, at
postbillpay.com.au, or
via Auspost app

Network Charge Type	Annual Charge 01/07/2024 - 30/06/2025	Billing Frequency	Outstanding Amount
WATERWAYS & DRAINAGE CHARGE	122.09	Quarterly	122.09
PARKS CHARGE	87.19	Quarterly	87.19
WATER NETWORK CHARGE	220.28	Quarterly	220.28
SEWERAGE NETWORK CHARGE	287.07	Quarterly	287.07
RECYCLED WATER NETWORK CHARGE	N/A	Quarterly	N/A
FIRE SERVICES CHARGE	N/A	Quarterly	N/A
TOTAL	716.63		716.63

Network charges owing to 30/06/2024	\$317.65
Network charges owing for this financial year	\$716.63
Volumetric charges owing	\$0.00
Adjustments	\$0.00
BALANCE including unbilled network charges	\$ 1,034.28

Disclaimer

Greater Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licensed for re-use under Creative Commons License. Please refer to <https://www.propertyandlandtitles.vic.gov.au/> for any queries arising from information provided herein or contact Greater Western Water 13 44 99. This statement is valid for a period of 90 days from date of issue.

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.

General information

If a final meter reading is required for settlement purposes, please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the final meter reading will not be available for at least two business days after the meter is read. An account for charges from the last meter read date to the final meter read date will be forwarded to the vendor of the property.

Please contact Greater Western Water prior to settlement on 13 44 99 for an update on these charges and remit payment to Greater Western Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.

Authorized Officer,



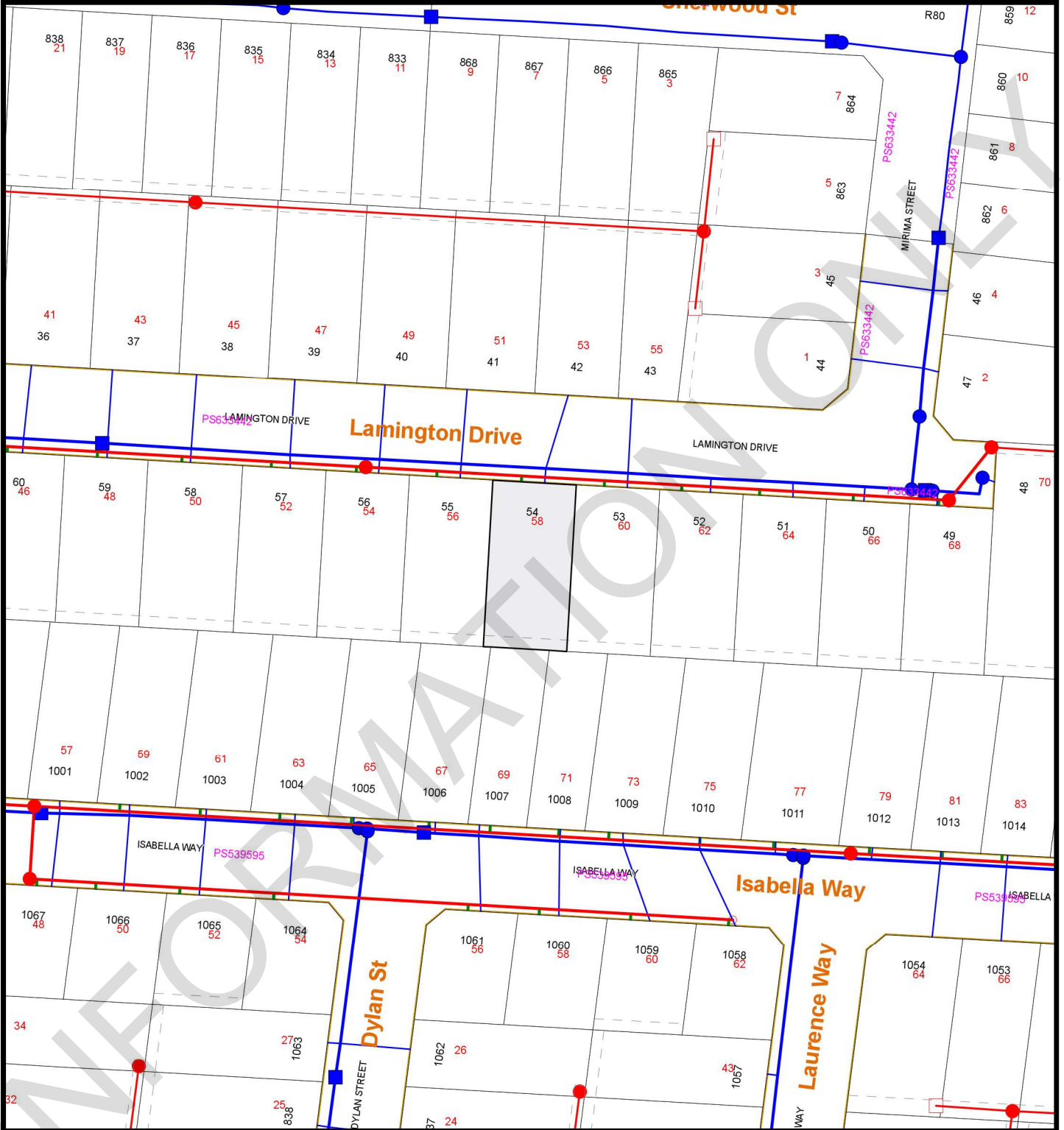
Rohan Charrett
General Manager, Customer Service
Greater Western Water Corporation

INFORMATION ONLY

INFORMATION STATEMENT PLOT

Address : **58 LAMINGTON DRIVE TARNEIT VIC 3029**

Reference : **PID000287774**



Scale 1:1000
Printed on : 21/11/2024

Water Main DOES NOT traverse property
Sewer Main DOES NOT traverse property



- Water Potable
- Water Recycled
- Sewer Main
- Abandoned Main

- Maintenance Shaft
- Inspection Shaft
- Node / Valve
- Hydrant



Greater Western Water
36 Macedon St,
Sunbury
Locked Bag 350
Sunshine
VIC 3020
Ph: 134 499
www.gww.com.au

Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

Property Clearance Certificate

Land Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference:	24/3152AJ
Certificate No:	80786620
Issue Date:	18 NOV 2024
Enquiries:	ESYSPROD

Land Address: 58 LAMINGTON DRIVE TARNEIT VIC 3029

Land Id	Lot	Plan	Volume	Folio	Tax Payable
39027057	54	633442	11285	940	\$0.00

Vendor: JACARANDA TREE PTY LTD
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
BERJAYA PROPERTY TRUST	2024	\$390,000	\$2,954.65	\$0.00	\$0.00

Comments: Land Tax of \$2,954.65 has been assessed for 2024, an amount of \$2,954.65 has been paid.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$590,000
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SITE VALUE:	\$390,000
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CURRENT LAND TAX CHARGE:	\$0.00
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Notes to Certificate - Land Tax

Certificate No: 80786620

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,620.00

Taxable Value = \$390,000

Calculated as \$1,350 plus (\$390,000 - \$300,000) multiplied by 0.300 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 80786620

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: 80786620

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 / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference: 24/3152AJ
Certificate No: 80786620
Issue Date: 18 NOV 2024
Enquires: ESYSPROD

Land Address: 58 LAMINGTON DRIVE TARNEIT VIC 3029

Land Id	Lot	Plan	Volume	Folio	Tax Payable
39027057	54	633442	11285	940	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$590,000
SITE VALUE:	\$390,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 80786620

Power to issue Certificate

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

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference: 24/3152AJ

Certificate No: 80786620

Issue Date: 18 NOV 2024

Land Address: 58 LAMINGTON DRIVE TARNEIT VIC 3029

Lot	Plan	Volume	Folio
54	633442	11285	940

Vendor: JACARANDA TREE PTY LTD

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: 80786620

Power to issue Certificate

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

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 80786627

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: 80786627

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.

Owners Corporation Certificate

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

Owners Corporation No:	633442L
Address:	2 Garig Way TARNEIT VIC 3029
This certificate is issued for:	54
Postal address is:	58/Lamington Drive TARNEIT VIC 3029
Applicant for the certificate is:	ANNA GERANIS
Address for delivery of certificate:	anna@melbournerec.com.au
Date that the application was received:	11/12/2024

IMPORTANT:

The information in this certificate is issued on 11/12/2024. You should obtain a new certificate for current information prior to settlement.

(a) The current fees for the lot for the financial year 01 January 2024 are paid quarterly and set out below. The annual contribution fee is subject to change depending on the budget set for the year.

The annual Administrative Fund contributions for Lot 54 are \$517.20 **per annum** commencing on 01/01/2024. Contributions for this plan are raised over 4 **periods** as shown in the table below:

Period	Amount	Due Date	Status
01/01/2024 to 31/03/2024	\$129.30	01/01/2024	Paid
01/04/2024 to 30/06/2024	\$129.30	01/04/2024	Paid
01/07/2024 to 30/09/2024	\$129.30	01/07/2024	Paid
01/10/2024 to 31/12/2024	\$129.30	01/10/2024	Paid
TOTAL AMOUNT OVERDUE AS AT 11/12/2024: \$0.00			

Penalty if unpaid 10.00% per annum
Current Levy Year 01/01/2024 to 31/12/2024

(b) The date to which the fees for the lot have been paid up to is: **31/03/2025**

The total of any unpaid fees or charges for the lot is: **Total Amount Owning: (c) + (d) = \$0.00**

Outstanding amounts are payable by BPAY:

Biller Code: 96503

DEFT Reference No: 23612127326634

(c) Administrative Fund	
Amount owing	\$0.00
Interest owing	\$0.00
Total amount owing	\$0.00
Unallocated Fund	
Amount owing	\$0.00
Interest owing	\$0.00
Total amount owing	\$0.00
Maintenance Fund	
Amount owing	\$0.00
Interest owing	\$0.00
Total amount owing	\$0.00

- (d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: There are currently no special charges payable by Lot 54 that relate to work performed by the Owners Corporation or some other act that incurs special charge **None**.
- (e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above
None scheduled at this date.
- (f) Are there any rules or regulations owners, occupiers or the public are required to adhere to **Yes, refer to attached Owners Corporation Rules. Owners, occupiers and public are required to comply with the Owners Corporation Rules, Owners Corporations Act 2006, Owners Corporations Regulations 2018 and any Rules of Use and Design Guidelines positioned. Non-compliance to Rules and Regulations may incur additional fees.**
- (g) Are there any current non-compliance to the rules or regulations affecting this lot If so, please provide details: **Nil**
- (h) The Owners Corporation has the following insurance cover:

Policy No: VT300304
 Type: Strata
 Broker: Whitbread Insurance Brokers
 90 Collins Street MELBOURNE VIC 3000
 Insurer: CHU Underwriting Agencies Pty Ltd
 Premium: \$14,079.72
 Paid on: 08/08/2024
 Policy start date: 05/08/2024
 Next due: 05/08/2025

Coverage	Insured Amount	Excess	Notes
Community Property Insurance	\$2,350,000.00	\$2,000.00	Any event of any kind, Flood: Insured
Community Income	\$352,500.00	\$0.00	
Common Area Contents	\$180,000.00	\$0.00	
Public or Legal Liability	\$20,000,000.00	\$0.00	
Voluntary Workers Personal Accident	\$200,000.00	\$0.00	
Fidelity Guarantee	\$100,000.00	\$0.00	
Office Bearers Liability	\$2,000,000.00	\$0.00	
Government Audit Costs	\$25,000.00	\$0.00	
Appeal expenses - common property health & safety breaches	\$100,000.00	\$0.00	
Legal Defence Expenses	\$50,000.00	\$0.00	

- (i) Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act If so then provide the date of that resolution: **N/A**
- (j) Funds held by Owners Corporation
The Owners Corporation holds the following as at 11/12/2024

Fund Name	Cash At Bank Balance
Administrative Fund	\$427,534.22
Maintenance Fund	\$70,000.00
Unallocated Fund	\$4,460.02
Total	\$501,994.24

Fund Name	Cash At Bank Balance
Total	\$501,994.24

**Please be advised this report at the time issued to the applicant may reflect unbalanced figures subject to future account roll overs.
Please contact our office should you have any further enquiries.**

- (k) Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above If so, then provide details: **Nil**
- (l) Are there any current contracts, leases, licences or agreements affecting the common property If so, then provide details: **If applicable, these documents will be provided with the certificate.**
- (m) Are there any current agreements to provide services to lot owners, occupiers or the public If so, then provide details: **No**
- (n) Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied If so, then provide details: **Nil**
- (o) Are there any legal proceedings to which the Owners Corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings If so, then provide details: **Nil**
- (p) Has the Owners Corporation appointed, or resolved to appoint, a manager If so, then provide details:
The manager is: **Engine Owners Corporation Management Pty
Suite 201, 126 Wellington Parade
EAST MELBOURNE VIC 3002
Telephone: 03 9235 9900**
- (q) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator **Nil**
- (r) Documents required to be attached to the Owners Corporation certificate are:
- . A copy of the minutes of the last annual general meeting of the Owners Corporation
 - . A copy of the consolidated rules registered at Land Victoria
 - . A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners"

IMPORTANT: This certificate is issued on the following basis:

1. You can inspect the Owners Corporation register for additional information and you should obtain a new certificate for current information prior to settlement.
2. Information provided within this Owners Corporation certificate is valid for a period of 60 days. Applicants who have purchased the OC Certificate may obtain an update free of charge within 60 days from the date of issue by written request to reception@enginepropertygroup.com.au. Third parties who have made an application for certificates via another organisation are not eligible to request updated OC Certificate/s and must liaise with the organisation they have lodged their application with. A new application will need to be submitted after the 60 day period has lapsed.
3. The information contained in this certificate is correct to the best of the manager's knowledge at the date it is given.
4. The information is subject to change without notice.
5. You are advised that this certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under Section 9 (1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the Manager in writing and the actual seal shall be affixed.
6. Additional fees are applicable for all documentation supplied in hard copy.

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

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

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

Phone: **03 9235 9900**

Date of Issue: **11/12/2024**

This Owners Corporation certificate was prepared by:

Laura Chapman

Laura Chapman
Manager
As the Delegate of the Owners
Corporation



INFORMATION ONLY

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

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

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.

Model rules for an owners corporation

1. Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2. Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub committee without reference to the owners corporation.

3. Management and administration

3.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Subrule (2) does not apply if the concession or rebate—
 - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and other nuisance control

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
 - (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
 - (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
 - (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- (8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006088934
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	05/08/2024 to 05/08/2025 at 4:00pm
Plan Number	633442L
The Insured	OWNERS CORPORATION PLAN NO. PS - 633442L
Situation	2 GARIG WAY TARNEIT VIC 3029

Policies Selected

Policy 1 – Insured Property

Building: \$2,350,000
Common Area Contents: \$180,000
Loss of Rent & Temporary Accommodation (total payable): \$352,500

Policy 2 – Liability to Others

Sum Insured: \$20,000,000

Policy 3 – Voluntary Workers

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

Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$2,000,000

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

05/08/2024

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

Minutes of Annual General Meeting

Garig Way 2, Tarneit Vic 3029 [Plan: PS 633442L]

Meeting Date	18/05/2024		
Meeting Location	Peacock room, Italian Sports Club, 601 Heaths Road, Werribee VIC 3030		
Time	Scheduled Time: 10:00 AM	Opened: 10.00 AM	Closed: 11.00 AM
Lots Represented :	Lot	Member Name	Participation
	Lot : 536 (F) (via Proxy)	Randolph Morrison	In person
	Lot : 723 (F)	Bhupinder Miglani & Suweta Chand	In person
	Lot : 1244 (F)	Roland K Selvanayagam & Umadevi A P Mukundan	In person
	Lot : 1832 (F)	Mohit Mohit	In person
Chairperson :			
Additional Attendees :			
Apologies :	. Harindra Paranawithana (Unit : 15 Lot: 806)		
Quorum :			

Minutes of Annual General Meeting

Chairperson of meeting and minute taker

It was resolved to appoint Randolph Morrison of Beyond Strata to chair the meeting and as minute taker to record the minutes of the meeting for distribution to the members of the Owners Corporation

Quorum

Noting the people present, it was declared that a quorum for the meeting was not present and that all decisions are interim resolutions.

To note those in attendance, apologies, and proxies in order to determine whether a quorum is present. In the event that a quorum is not present at the meeting all resolutions made will be interim decisions only. In accordance with the Owners Corporations Act 2006, interim resolutions of the Owners Corporation become resolutions of the Owners Corporation, 29 days from the date of the interim

resolution (S.78 (4)(a)).

1. Motion Items

1. Motion 1			
5. Acceptance of Minutes Submitted by Strata Manager	Ordinary Resolution		
<p>THAT the Minutes of the previous Annual General Meeting held on 20 July 2023 be adopted and signed as a true and correct record.</p>			
Additional Details			
Motion CARRIED			
VOTES	Yes : 4	No : 0	Abstain : 0
2. Motion 2			
6. Safety Assessment Report Submitted by Strata Manager	Ordinary Resolution		
<p>THAT the Owners Corporation resolve to have a Safety Assessment Audit of the areas for which the Owners Corporation are responsible for, carried out as recommended by Beyond Strata Pty Ltd and that the completed report be tabled with the appointed Committee for action.</p>			
Notes:			
<p>The Owners Corporation is liable for any health and safety events that occur on common property or any property for which the Owners Corporation may be responsible under any lease or license agreement. The asset for O/C No 633442L 1 is predominantly The Club Heartlands. Responsibility is triggered through a lease agreement with Club Heartlands Pty Ltd, the legal entity that owns the property.</p> <p>Should an incident occur where the O/C was aware or should have been aware of a hazard that caused an injury, the O/C (all lot owners) may be collectively liable.</p> <p>Further - these areas are considered to be a "workplace" under the Occupational Health and Safety Act 2004. It is crucial that common areas are maintained free of any risks where possible to mitigate the responsibility of the Owners Corporation. As a result, we recommend that the O/C carry out an annual Safety Assessment of the common property areas and areas for which the O/C is responsible.</p> <p>Last OH&S report was done 8th May 2023</p>			
Additional Details			
Depth markers in the pool needs to be replaced			

Motion CARRIED

VOTES

Yes : 4

No : 0

Abstain : 0

3. Motion 3

7.1 Finance
 Submitted by Strata Manager

Ordinary Resolution

THAT the Owners Corporation adopt the Annual Financial Statements for the period 2023

Note:

As required under the Owners Corporations Act, the financials for the period 2023 have been audited by an external Registered Company Auditor- Standards Accountants and Advisors. Audit reports attached and also available on your Community website: <https://the-heartlands.com.au/> Community Portal > My Documents > Property Folders > Audits

Additional Details

Motion CARRIED

VOTES

Yes : 4

No : 0

Abstain : 0

4. Motion 4

7.2.1 Owners Corporation Budget - Admin Fund Contributions
 Submitted by Strata Manager

Ordinary Resolution

THAT the Owners Corporation adopt the Proposed Budget of \$588,181.00 for the financial year 01 January 2024.

Notes:

This Owners Corporation and its members have numerous obligations pursuant to section 4 of the Owners Corporation Act 2006. This section outlines numerous functions of the Owners Corporation including but not limited to the management and administration of common property, or any property for which the Owners Corporation may be responsible under as lease or license agreement, repair and maintenance of common property, all chattels fixtures, fittings and all services related to common property, applicable equipment and services for which an easement exists, various insurance obligations and all other obligations under the Subdivision Act 1988, Owners Corporation Act 2006, Owners Corporation Regulations 2018 Model Rules and the Owners Corporation's Registered Rules and all other applicable laws.

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

The annual financial year for this Owners Corporation is 1st January to 31st December each year.

The Committee held a meeting on 2nd April 2024 to review and endorse a budget that has been proposed. This budget has been considered by considering the anticipated expenses and the surplus/savings as a result achieved by the current committee in reviewing service providers/contractors and their associated costs.

This budget includes provisions for the following expenses:

- . **Administration:** Club House rental, printing and postage of AGM documentation, compliance management, disbursements, legal costs, financial audit, and management fee etc.
- . **Insurance:** Insurance policy for Club Heartlands as required under the lease agreement for Club Heartlands between The Heartlands Tarneit Pty Ltd and the owners corporation. Allowance for insurance valuation and claim excesses has also been made.
- . **Maintenance:** Cleaning, gym equipment lease, pool maintenance, waste management, security, essential safety audits and repairs, general repairs etc.
- . **Utilities:** Water, electricity, gas, telephone/internet and council rates.

Additional Details

Motion CARRIED

VOTES

Yes : 4

No : 0

Abstain : 0

5. Motion 5

7.2.2 Owners Corporation Budget - Maintenance Fund Contributions
 Submitted by Strata Manager

Ordinary Resolution

To note that

The Maintenance fund has already been established with the transfer of \$ 70,000 from the Administrative fund. This fund will be utilized for projects within Club Heartlands such as painting of the interiors, Tennis Court Surface Treatment, Shade Sail over the pool and Gym Carpet replacement. Once a maintenance plan has been obtained, these funds can be utilized in accordance with the recommended expenditure noted in the plan.

Notes:

Pursuant to the Owners Corporation Act, a prescribed Owners Corporation is required to have a maintenance plan in place and establish a maintenance fund for property for which the Owners Corporation is responsible. These funds are effectively a deposit which exists to allow to pay for capital items for repairs and replacement such as

painting, carpet replacement etc.

Additional Details

Motion CARRIED

VOTES

Yes : 4

No : 0

Abstain : 0

6. Motion 6

7.3 Owners Corporation Fees
 Submitted by Strata Manager

Ordinary Resolution

THAT the Owners Corporation Fees be set as per the approved budget, that these fees be set based on lot liability for the Administration Fund and that these fees be payable quarterly for the periods January to March, April to June, July to September and October to December each year.

That the Owners Corporation Fees be set as per Admin Fund Contribution \$484,353.00

Note:

The pre-issue of the fees for the first 2 quarters was \$129.30 per Unit of Liability based on the previous year's budget.

The fees for the remaining 2 quarters will be adjusted based on the approved budget and fees at this AGM.

Additional Details

Motion CARRIED

VOTES

Yes : 4

No : 0

Abstain : 0

7. Motion 7

7.4 Penalty Interest on Arrears
 Submitted by Strata Manager

Ordinary Resolution

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.

Note:

The current interest rate is 10.0%.

Additional Details

Motion CARRIED

VOTES

Yes : 4

No : 0

Abstain : 0

8. Motion 8

7.5 Cost Recovery
 Submitted by Strata Manager

Ordinary Resolution

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.

Additional Details

Motion CARRIED

VOTES

Yes : 4

No : 0

Abstain : 0

9. Motion 9

8. Insurance:
 Submitted by Strata Manager

Ordinary Resolution

THAT the Insurance policy details for the Owners Corporation required by the Lease Agreement with The Heartlands Tarneit Pty Ltd dated 22nd September 2016 and Division 6 of the Owners Corporation Act 2006 as outlined below be accepted, and that the Owners Corporation approve the renewal of the policies on the renewal date noted below:

Notes:

Certificate of Currency can be obtained from the community website at

<https://www.the-heartlands.com.au/> > Community Portal > My Documents > Property Folder > Insurance or by

contacting our office.

Review of current Owners Corporation Insurance Cover:

Policy No: VT300304
 Type: Strata
 Broker: Whitbread Insurance Brokers
 Level 5/90 Collins Street MELBOURNE VIC 3000
 Insurer: CHU Underwriting Agencies Pty Ltd
 Level 21/150 Lonsdale Street MELBOURNE VIC 3000
 Premium: \$15,194.66
 Paid on: 07/08/2023
 Policy start date: 05/08/2023
 Next due: 05/08/2024

Coverage	Insured Amount	Excess	Notes
Community Property Insurance	\$2,350,000.00	\$2,000.00	Any event of any kind
Community Income	\$352,500.00	\$0.00	
Common Area Contents	\$180,000.00	\$0.00	
Public & Owners Legal Liability	\$20,000,000.00	\$0.00	
Voluntary Workers Personal Accident	\$200,000.00	\$0.00	
Fidelity Guarantee	\$100,000.00	\$0.00	
Office Bearers Liability	\$2,000,000.00	\$0.00	
Audit Expenses	\$25,000.00	\$0.00	
Appeal expenses - common property health & safety breaches	\$100,000.00	\$0.00	
Legal Defence Expenses	\$50,000.00	\$0.00	

STANDING DIRECTION (INSURANCE RENEWAL)

Members are advised that in order for Beyond Strata Pty Ltd to automatically renew the insurance policies applicable to the property a "Standing Direction" is to be provided to Beyond Strata 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 by a Valuation Report - upon being obtained by the O/C. The information provided to the members is deemed to be given as General Advice only.

Owners are directed to consider the Product Disclosure Statement [PDS] for this policy. The PDS can be obtained from the community website at

[https://www.the-heartlands.com.au/ Community Portal > My Documents > Property Folders > Insurance Policy](https://www.the-heartlands.com.au/CommunityPortal/MyDocuments/PropertyFolders/InsurancePolicy) or by contacting our office.

The manager discloses that in the last year they received an agent's commission of 10.2% for placing, processing and following up on insurance claims.

Additional Details

Motion CARRIED

VOTES

Yes : 4

No : 0

Abstain : 0

10. Motion 10

8.2 Insurance Valuation
 Submitted by Strata Manager

Ordinary Resolution

THAT the Owners Corporation obtain an update insurance valuation report on all property for which the Owners Corporation is responsible and that upon receipt of the report that the manager adjust the coverage to the recommended amount.

Notes :

Pursuant to section 65 of the Owners Corporation Act a prescribed owners corporation must obtain a valuation of all buildings it is responsible to insure (including all structures on common property) that it is liable to insure every 5 years, or earlier as determined by the owner's corporation. This report must be presented to members at the next annual general meeting after it is received.

The most recent valuation was undertaken on 10 November 2021 and states the replacement value for insurance purposes of the buildings and other improvements in the Plan of Subdivision PS633442L is assessed at \$2,600,000.00 of building.

As the valuation is than five years since the last valuation report - the Owners Corporation does not need to update valuation and adjust the building cover accordingly

Additional Details

Motion CARRIED

VOTES

Yes : 4

No : 0

Abstain : 0

11. Motion 11

9. Election of Owners Corporation No. 1 PS 633442L Committee
Submitted by Strata Manager

Ordinary Resolution

THAT the Owners Corporation appoint at least three (3) and no more than twelve (12) members to the Owners Corporation No.1 PS633442L Committee and that these members have powers delegated to them pursuant to section 11 of the Owners Corporation Act;

Notes:

The current committee members are:

Mohit Tyagi

Baljit Singh

Harindra Paranawithana

Eddieson Imo

Elected Chairperson: Mohit Tyagi

Elected Deputy Chairperson - Baljit Singh

Deputy Chairperson - Baljit Singh

Please note pursuant to section 103(7) of the Owners Corporation Act if a lot owner is in arrears for any amount of fees or other amount owing to the Owners Corporation the owner is not eligible to be elected as a member of the Committee. If a lot owner is a member of the Committee when any amount comes into arrears that member is suspended as a member of the Committee until the amount is paid.

Owners Corporation Committee Members Have the Responsibility To:

- . Act honestly and in good faith in the performance of his or her functions;
- . Exercise due care and diligence in the performance of his or her functions;
- . Not make improper use of his or her position as a member to gain, directly or indirectly an advantage for himself or herself or for any other person.

In addition - it is to be recommended that Committee Members:-

- . Fulfil their fiduciary duties to the community and exercise discretion in a manner they reasonably believe to be in the best interests of the community;
- . Balance the needs and obligations of the community as a whole with those of individual homeowners and residents;

- . Encourage events that foster neighbourliness and a sense of community;
- . Endeavour to attend all Committee meetings where appropriate notice is provided;
- . Provide complete and timely disclosure of any personal and financial conflicts of interest where applicable.

Additional Details

Lot 1832 - Mohit Mohit - Chairperson
 Lot 723 - Bhupinder Miglani - Committee member
 Lot 806 - Harindra Paranawithana - Committee member

Motion CARRIED

VOTES

Yes : 4

No : 0

Abstain : 0

12. Motion 12

10. Election of Grievance Committee
 Submitted by Strata Manager

Ordinary Resolution

THAT a grievance Committee, consisting of at least three (3) lot owners from the main elected Committee, be elected for the purpose of dispute resolution as referred to in Rule 6 of the Model Rules in Schedule 2 to the Owners Corporation Regulations 2018;

and

that this grievance committee be delegated powers that are limited to convening and attending grievance meetings, working towards a solution to the complaint that is to be referred to the main Committee for formal resolution.

Additional Details

Motion CARRIED

VOTES

Yes : 4

No : 0

Abstain : 0

2. General Repairs and or Maintenance

To discuss any extraordinary items of maintenance to be undertaken in the coming year e.g. landscaping, paintwork etc..

The committee chairperson will consider and authorise items of general maintenance throughout the year.

New recurring maintenance items may be noted e.g. window cleaning, gutter cleaning etc.

■ **Expenses**

To resolve that in situations where there is uncertainty about who is responsible for some expenses the manager will organize for a tradesperson to attend to and rectify the problem on the understanding that the member will pay the bill if it is deemed to be their responsibility to rectify.

■ **Special Levy**

To resolve that the Manager will strike a special levy if expenses for emergency repairs and maintenance have not been budgeted for.

3. Use of Seal

To advise that the seal of the Owners Corporation had been affixed to the following document(s) since the last Annual General Meeting:

1. Owners Corporation Certificates
2. Management Authority

4. Dispute resolution

- To report to the meeting any complaints handled by the Owners Corporation under Part 10 of the Owners Corporations Act 2006 (S.159).
- To discuss any issues affecting amenities including but not limited to parking, pets, noise, the outward appearance of a lot, use of a lot, or any other breach of the Rules.

5. General Business Other

AGM Discussion

During the Annual General Meeting (AGM), under the General Business section, an important topic was raised based on community feedback from residents. There was considerable interest and concern from several owners regarding the potential installation of front or side fences for safety purposes. The main concerns highlighted were the safety of children and pets, as well as the need to deter people from approaching front doors uninvited.

Given that the Heartlands Estate is now over twelve years old, there was a suggestion to revisit and possibly amend the Design Rules that were established at the time of the estate's inception. The goal is to ensure that the rules still meet the current needs and safety concerns of the community.

The current fencing regulations for the estate are as follows:

1.12 Fencing

The fencing of your home and that of your neighbour will affect the overall aesthetics of The Heartlands at Tarneit. Fencing Rules are as follows:

- No front fence permitted;
- All fencing will commence 5 meters from the front boundary;
- All side and boundary fencing is to be constructed of Colourbond steel or a similar product coloured grey, including capping, with a height of not less than 1.8 meters.

These fences will begin 1 meter behind the building line of the house to highlight your home and not the fence.

The owners at the AGM have requested the Strata Manager to make inquiries with the Wyndham City Council to understand the process and steps involved in seeking an amendment to these design rules. The aim is to determine how changes could be made to allow for the installation of front or side fences where necessary for safety.

The Strata Manager has been tasked with contacting the Wyndham City Council to discuss the feasibility of amending the existing fencing regulations. This will involve understanding the procedural requirements, any potential impacts on the community, and the likelihood of obtaining approval for such changes.

Once the Strata Manager has gathered all necessary information and has had discussions with the council, the findings will be communicated to all owners. This will include detailed steps on how the community can proceed if they decide to formally request amendments to the Design Rules.

Your concerns and feedback are important, and the Strata Manager is committed to ensuring that any changes made will benefit the entire community while maintaining the aesthetic and safety standards of the Heartlands Estate. We will keep all owners updated on the progress of these inquiries and any subsequent actions that may be required.

6. Next Meeting

The next Annual General Meeting to be held in 2025 May

7. Meeting Close

To confirm the closing time of the meeting. 11.00AM

ENGINE PROPERTY GROUP

Applicant requirements

Prior to placing an order for certificates you are advised to check that the property is currently under the management of **Engine Estates Management Pty Ltd** and verify the name of the Manager. You should also confirm the number of lots or owners corporations applicable to the title.

Certificate and attachments

In accordance with the Owners Corporations Act 2006, there are certain statutory requirements in regards to information to be included in the certificate; accordingly additional information will be supplied as attachments.

Information supplied in the certificate is applicable at the time of delivery and will remain valid for a period of **60 days only**. We recommend that you obtain an update prior to settlement. Updates within the 60 day period will be free of charge; new certificate fees will be applicable after this period has lapsed.

Payment Information

For applications not lodged online, payment will need to be made by bank transfer. Bank details are below. A copy of the bank deposit receipt is to be forwarded to this office together with the completed request form to reception@enginepropertygroup.com.au. Certificates will not be provided unless proof of payment has been provided to this office..

Direct Deposit:

Bendigo Bank:
Engine Estate Management Pty Ltd
BSB: 633-000
Acc: 174 039 404

Reference to use: Lot Number and Plan of Subdivision Number (i.e. **Lot 1100 PS 101010**)

Delivery

The delivery date will be in line with the delivery service you have required, this is calculated from the date the complete application is received to Engine Property Group office..

Requests will be dated from receipt of payment.

Certificates and attachments will be issued electronically via email as detailed on the application form.

Post delivered certificates will incur additional administration charges. Please refer schedule of print and postal fees on page 2.

Contact for Orders

Please email your order & receipt to: reception@enginepropertygroup.com.au

Owners Corporation Certificates are issued by email delivery. Should you require these Certificates and associated documents be issued by postage, additional fees apply. Please refer table on page 2 for postage and distribution charges.

ENGINE PROPERTY GROUP

Schedule of fees applicable

Service	Delivery time	Fee (includes GST)
Standard delivery	Within 6 - 10 business days	\$173.16
Priority delivery	Within 3 - 5 business days	\$259.74
Urgent delivery	Within 2 business days	\$311.66

Schedule of fees applicable for ADDITIONAL CERTIFICATE/S (if applicable)

****Please note this only applies if the lot number is the same as the first certificate**

Service	Delivery time	Fee (includes GST)
Standard delivery	Within 10 business days	\$95.20 each
Priority delivery	Within 5 business days	\$142.81 each
Urgent delivery	Within 2 business days	\$171.37 each

Administration fees

Service	Type of fee	Fee (includes GST)
Additional Admin	Printing - Per page	\$0.22
Additional Admin	Postage - Normal delivery	\$9.70
Additional Admin	Postage - Registered	\$12.70

Summary of requirements:

Applications in writing only

Pre-payment required

Priority/Urgent delivery additional fees apply

Certificates valid for update within 60 days of issue date to the applicant only – must request in writing

Updates after 60 days require new Certificates

Certificates are sent via email

Posted and printed certificates will incur additional charges

****Application dates are effective from the date this office has received payment in full for the OC Certificate/s. The date of application will be reflective of the date confirmation of full payment has been received to this office.**

ENGINE PROPERTY GROUP

IMPORTANT NOTE

It is important to confirm the lot and plan of subdivision number you are placing an order for prior to requesting an OC certificates. Lots affected by multiple Owners Corporations will need to purchase a certificate for each Owners Corporation associated to the lot/s. Each lot you intend to sell will require a separate Owners Corporation Certificate, this applies to car spaces and storage cages that have separate lot numbers assigned to them. If you are unsure if your lot is affected by multiple Owners Corporations or has separate titles, please contact Engine Property Group on 03 9235 9900 for further assistance.

The information provided within an Owners Corporation certificate is valid for a period of 60 days from the date of issue. Applicants who have purchased an OC Certificate may obtain an update free of charge within 60 days from the date of issue by written request to reception@enginepropertygroup.com.au. Third parties who have made an application for certificates via another organisation are not eligible to request updated OC Certificate/s and must liaise with the organisation they have lodged their application with. If A new application will need to be submitted after the 60 day period has lapsed.

An applicant is deemed the person/s that have made payment to Engine Property Group for the provision of Owners Corporation Certificate/s.

Owners Corporation Certificates Request – Engine Estates Management Pty Ltd

Date: 25/11/2024

Applicant Name: ANNA GERANIS

Applicant Email: anna@melbournerec.com.au

Applicant Postal Address: 954 HIGH STREET RESERVOIR VIC 3073

Applicant Phone Number: 0491811110

Property Owner: JACARANDA TREE PTY LTD

Property Address: 58 LAMINGTON DRIVE TARNEIT VIC 3029

Plan of Subdivision: 633442L

Lot No: 54

Please ensure you confirm how many certificates you need. Please check costs on the previous page and circle which service you require:

STANDARD / PRIORITY / URGENT

	First Certificate/s	Additional Certificate/s	Subtotal
Standard WITHIN 10 BUSINESS DAYS	<u>1</u> at \$173.16 each	_____ at \$95.20 each	\$ _____
Priority WITHIN 5 BUSINESS DAYS	_____ at \$259.74 each	_____ at \$142.81 each	\$ _____
Urgent WITHIN 2 BUSINESS DAYS	_____ at \$311.66 each	_____ at \$171.37 each	\$ _____
TOTAL			\$ <u>173.16</u>

Please note the additional certificate only applies if the first certificate has the SAME lot number.

If the lot numbers are different you will require separate applications.

Please complete all fields and email this page to: reception@enginepropertygroup.com.au

To whom it may concern,

Kindly refer below link for supporting documents.

[Standard Documents for OCC](#)

Please free to contact us should you have any additional information.

Engine Property Group Pty Ltd

Suite 201, 126 Wellington Parade EAST MELBOURNE VIC 3002

03 9235 9900

reception@enginepropertygroup.com.au

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Harcourts Rata & Co
337-339 Settlement Road,
Thomastown, VIC 3074

P: 03 9465 7766
E: info@rataandco.com.au
ABN: 70162949588

Harcourts
Rata & Co

Residential Rental Agreement

for

58 Lamington Drive, TARNEIT VIC 3029

This agreement is between **Jacaranda Tree P/L ATF Berjaya Property Trust**
and **Ankur Hooda, Anima Anima.**

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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

Sat 25/11/2023

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

58 Lamington Drive, TARNEIT VIC

Postcode 3029

3. Rental provider details

Full name or company name of rental provider

Jacaranda Tree P/L ATF Berjaya Property Trust

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

rentals.support3@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)	<input type="text" value="1564.00"/>
To be paid per	<input type="checkbox"/> week <input type="checkbox"/> fortnight <input checked="" type="checkbox"/> calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	<input type="text" value="6th day of each month"/>
Date first rent payment due	<input type="text" value="Wed 06/12/2023"/>
The rent will be increasing to	<input type="text" value="\$1738.00"/> <input type="text" value="per month"/> from <input type="text" value="Tue 06/02/2024"/>

7. Bond

The Renter has paid 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(\$)	<input type="text" value="1477"/>
Bond lodgement date	<input type="text" value="Tue 07/12/2021"/>
Bond Lodgement No.	<input type="text" value="15203830"/>

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: 45521093

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

Rentals Support 3: rentals.support3@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

Ankur Hooda: xxxxx@xxxxx.com

No

Renter 2 Yes

Anima Anima: 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

Part C – Safety related activities

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 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.

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 \$250 (inclusive of GST) plus a Renter National Tenancy Database Check of \$22.00 (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 \$355 (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 \$22 per applicant (inclusive of GST);
- e. 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.
- f. 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 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 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, please provide the dates of the latest applicable checks below.

Yes No

Comments

-

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?

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 yes, please provide further details and a description of the notice, order, declaration, report or recommendation below.

Yes No

Comments

-

Heritage Register

Are the premises considered a registered place?
Registered Place meaning, 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 comply with 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/housing/renting/changes-to-renting-laws/resources-for-practitioners/fact-sheet-26-rental-minimum-standards>).
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 let the property 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. Ankur Hooda viewed and acknowledged at Thu, 23/11/2023 02:44
2. Anima Anima viewed and acknowledged at Thu, 23/11/2023 12:33

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 : **Choong Wong**

Choong Wong

Signed at Sat, 25/11/2023 22:14

Renter(s)

Renter 1: **Ankur Hooda**

Ankur Hooda

Signed at Thu, 23/11/2023 02:47

Renter 2: **Anima Anima**

Anima Anima

Signed at Thu, 23/11/2023 12:34

AUDIT TRAIL

Ankur Hooda (Renter)

- Thu, 16/11/2023 15:50 - Ankur Hooda clicked 'start' button to view the Residential Rental Agreement
- Thu, 23/11/2023 02:39 - Ankur Hooda clicked 'start' button to view the Residential Rental Agreement
- Thu, 23/11/2023 02:47 - Ankur Hooda stamped saved signature the Residential Rental Agreement
- Thu, 23/11/2023 02:47 - Ankur Hooda submitted the Residential Rental Agreement

Anima Anima (Renter)

- Fri, 17/11/2023 19:13 - Anima Anima clicked 'start' button to view the Residential Rental Agreement
- Thu, 23/11/2023 12:33 - Anima Anima clicked 'start' button to view the Residential Rental Agreement

Thu, 23/11/2023 12:34 - Anima Anima stamped saved signature the Residential Rental Agreement

Thu, 23/11/2023 12:34 - Anima Anima submitted the Residential Rental Agreement

Choong Wong (Rental Provider)

Sat, 25/11/2023 22:13 - Choong Wong clicked 'start' button to view the Residential Rental Agreement

Sat, 25/11/2023 22:14 - Choong Wong stamped saved signature the Residential Rental Agreement

Sat, 25/11/2023 22:14 - Choong Wong submitted the Residential Rental Agreement

AGREEMENT END

INFORMATION ONLY

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Melbourne Real Estate Conveyancing C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 396012

NO PROPOSALS. As at the 18th November 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

58 LAMINGTON DRIVE, TARNEIT 3029
CITY OF WYNDHAM

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: 18th November 2024

Telephone enquiries regarding content of certificate: 13 11 71

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1089384

APPLICANT'S NAME & ADDRESS

MELBOURNE REAL ESTATE CONVEYANCING C/-
INFOTRACK (LEAP) C/- LANDATA

DOCKLANDS

VENDOR

JACARANDA TREE PTY LTD

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

396012

This certificate is issued for:

LOT 54 PLAN PS633442 ALSO KNOWN AS 58 LAMINGTON DRIVE TARNEIT
WYNDHAM CITY

The land is covered by the:

WYNDHAM PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/wyndham>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.

LANDATA@

T: (03) 9102 0402

E: landata.enquiries@servictoria.com.au

18 November 2024

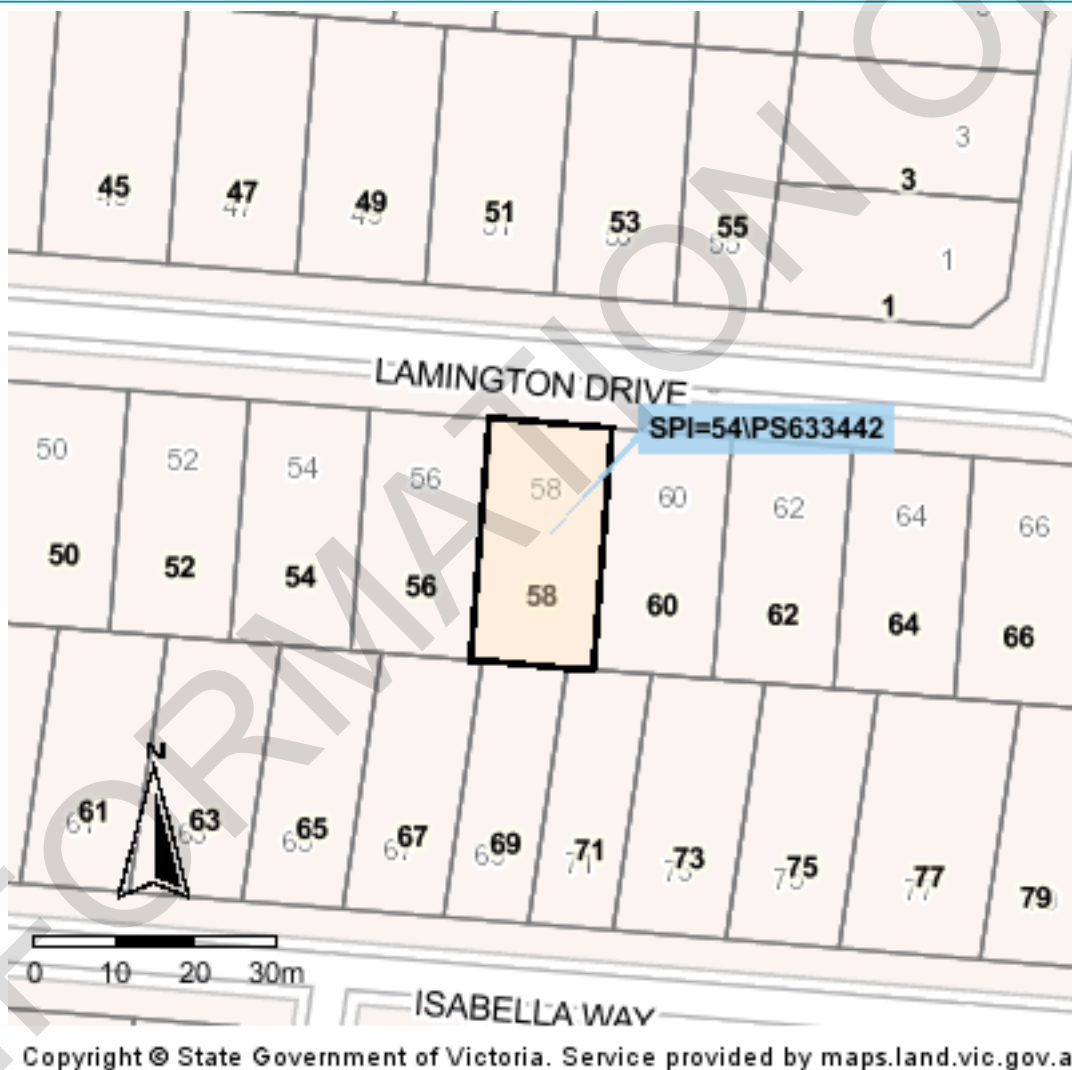
Sonya Kilkenny
Minister for Planning

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

From www.land.vic.gov.au at 16 December 2024 02:04 AM

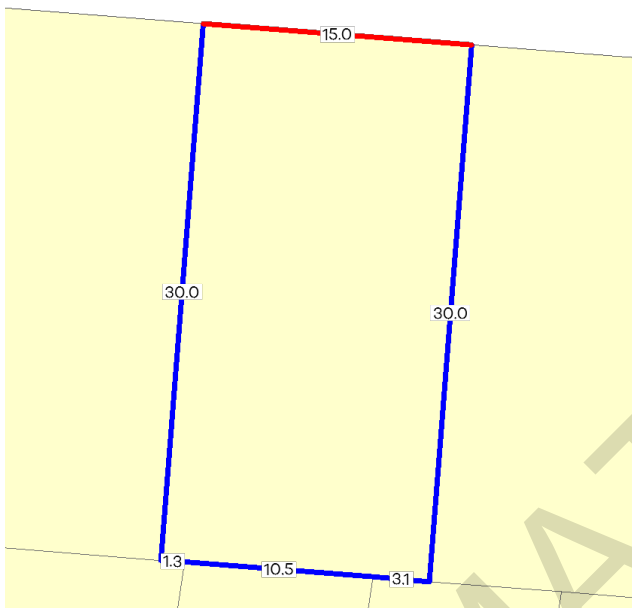
PROPERTY DETAILS

Address: **58 LAMINGTON DRIVE TARNEIT 3029**
Lot and Plan Number: **Lot 54 PS633442**
Standard Parcel Identifier (SPI): **54\PS633442**
Local Government Area (Council): **WYNDHAM**
Council Property Number: **201065**
Directory Reference: **Melway 234 J3**

www.wyndham.vic.gov.au

SITE DIMENSIONS

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



Area: 449 sq. m

Perimeter: 90 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **TARNEIT**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map



Selected Property

INFORMATION

From www.planning.vic.gov.au at 16 December 2024 02:04 AM

PROPERTY DETAILS

Address: **58 LAMINGTON DRIVE TARNEIT 3029**
Lot and Plan Number: **Lot 54 PS633442**
Standard Parcel Identifier (SPI): **54\PS633442**
Local Government Area (Council): **WYNDHAM**
Council Property Number: **201065**
Planning Scheme: **Wyndham**
Directory Reference: **Melway 234 J3**

www.wyndham.vic.gov.au

[Planning Scheme - Wyndham](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **TARNEIT**

OTHER

Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

PLANNING SUMMARY

Bushfire Prone Area This property is not in a designated bushfire prone area.

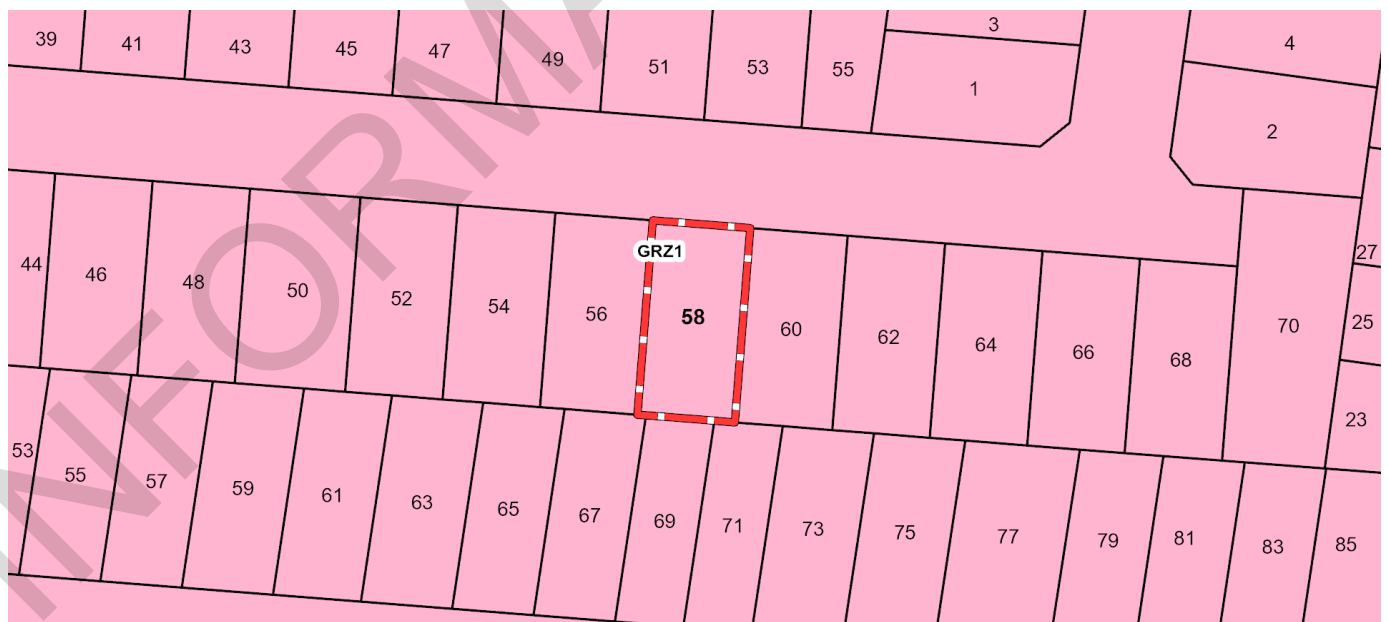
Planning Zone [GENERAL RESIDENTIAL ZONE \(GRZ\)](#)
[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)

Planning Overlay None

Planning Zones

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

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



GRZ - General Residential

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

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Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlays

No planning overlay found

Further Planning Information

Planning scheme data last updated on 4 December 2024.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may abut the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

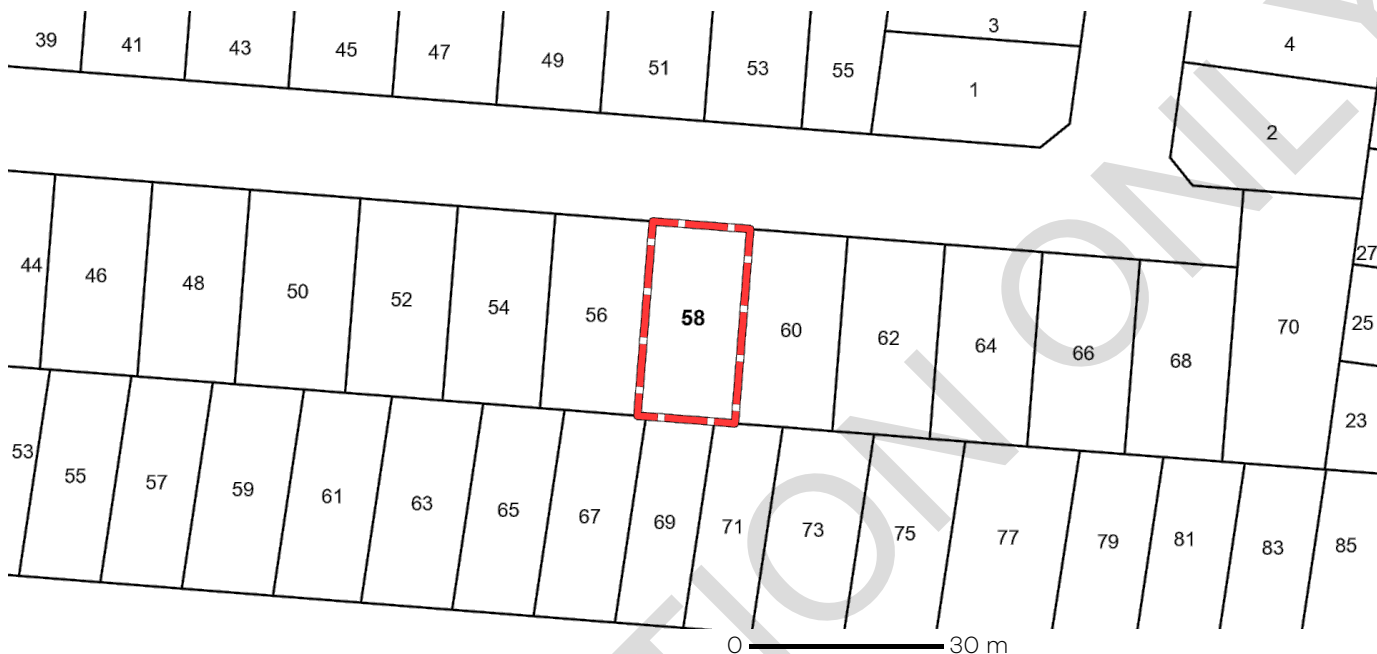
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

DATED

2024

JACARANDA TREE PTY LTD

A.C.N 108 873 052

CONTRACT OF SALE OF REAL ESTATE

Property: 58 LAMINGTON DRIVE TARNEIT VIC 3029

MELBOURNE REAL ESTATE CONVEYANCING PTY LTD
Licensed Conveyancer

954 High Street Reservoir Vic 3073
Tel: 9464 6732

Ref: AJ:24/3152AJ