Contract of Sale of Land

Property

183 Saltwater Promenade, Point Cook VIC 3030

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Contract of sale of land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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 previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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.

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act* 1980 (Vic) by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act* 2014 (Vic).

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WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

Contract of Sale of Land

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 (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* (Vic).

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:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ……..…….....

for and on behalf of:

…… ……..
Name of individual Signature of individual

State nature of authority (if applicable): ……

SIGNED on ……..…….....

for and on behalf of:

…… ……..
Name of individual

Signature of individual

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WHERE SIGNATORY IS A COMPANY

EXECUTED by ……

ABN ……..…
in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

……	……..
Name of director	Signature of director
……	…… ……..
Name of director/secretary	Signature of director/secretary

This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified) In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ……..…….....

for and on behalf of:

Qianghua Zhu

……	……..
Name of individual	Signature of individual

State nature of authority (if applicable): ……

SIGNED on ……..…….....

for and on behalf of:

Lingzhu Fei

……	……..
Name of individual	Signature of individual

State nature of authority (if applicable): ……

SIGNED on ……..…….....

for and on behalf of:

Chengwei Zhu

……	……..
Name of individual	Signature of individual

State nature of authority (if applicable): ……

SIGNED on ……..…….....

for and on behalf of:

Wenyan Shi

……	……..
Name of individual	Signature of individual

State nature of authority (if applicable): ……

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WHERE SIGNATORY IS A COMPANY

EXECUTED by ……

ABN
…….…… in
accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

……	……..
Name of director	Signature of director
……	…… ……
Name of director/secretary	Signature of director/secretary

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

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Particulars of Sale

Vendor's estate agent

Name: A.O.K Corp Pty Ltd T/A Everywhere Real Estate Metro

Address: 205/111 Overton Road, Williams Landing VIC 3027

Email: sales@everywherere.com.au

Tel: 03 9526 8103 Mob: Ref: Attn: Archi Altun

Vendor

Name: Qianghua Zhu, Lingzhu Fei, Chengwei Zhu and Wenyan Shi

Address:

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: Wonders Legal

Address: Suite 906, Level 9, 1 Queens Road, Melbourne VIC 3004

Email: cyndi@wonderslegal.com.au

Tel: 03-9867 3111 Mob: Ref: WL:26:4760

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11888 Folio 576	1937	611333Q

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

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Property address

The address of the land is:

183 Saltwater Promenade, Point Cook VIC 3030

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

Price $ _____

Deposit $ _____ by _____/_____ / _____ (of which $ _____ has been paid)

Balance $ _____ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

☐ GST (if any) must be paid in addition to the price if the box is checked

- ☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- ☐ This sale is a sale of a 'going concern' if the box is checked
- ☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on _____/_____ / _____ _____

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

- the above date; and
- the 21st day 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 box is checked, in which case the property is sold subject to *:

(**only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document*)

☐ a lease for a term ending on _____/_____ / _____ with _____ options to renew, each of _____ years

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 (Vic) if the box is checked. (*Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (general condition 20)

☐ This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: _____

(or another lender chosen by the purchaser)

Loan amount: $ _____ Approval date: _____ /_____/ _____

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

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Special Conditions

A SPECIAL OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

Instructions: *It is recommended that when adding special conditions:*
- *Each special condition is numbered;* - *The parties initial ach page containing special conditions;* - *A line is drawn through any blank space remaining on the last page; and* - *Attach additional pages if there is not enough space.*

☒Special Condition 1 - Tax Invoice

General condition 19.3 is replaced with the following:

19.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and
(a) the price includes GST; or
(b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 19.2(b), (c) or (d)),
the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

☒Special Condition 2 - Nomination

General condition 4 is deleted and replaced by the following:

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

b. If the Purchaser nominates, such nomination can only occur if:

i. The Purchaser is not in default pursuant to this Contract; and

ii. Notice is given prior to 14 business days prior to the settlement date; and

iii. If the Purchaser nominates a company, the directors must execute a Guarantee in the form attached to the Contract and provide the vendor's legal practitioner with an original executed Guarantee simultaneously with the provision of the nomination documents; and

iv. If the Purchaser nominates a trust, the primary beneficiaries of the trust must execute a Guarantee in the form attached to the Contract and provide the vendor's legal practitioner with an original executed Guarantee simultaneously with the provision of the nomination documents.

c. The costs of such nomination are fixed at $363.00 (incl GST) (by way of an additional bank cheque at settlement or additional source funds to be uploaded onto the PEXA workspace) are accepted by the Nominated Purchaser as being reasonable and shall be payable by the Nominated Purchaser to the vendor's legal practitioner upon nomination by the Purchaser

☒Special Condition 3 - Planning

The property is sold subject to any restriction as to the use under any order, plan, permit, scheme, overlay, regulation, or by-law contained in or made pursuant to the provision of any legislation. No such restriction shall constitute a defect in the vendor's title and the purchaser shall not be entitled to any compensation from the vendor in respect thereof.

☒ Special Condition 4 – Warranties and Exclusions

It is hereby agreed that there are no conditions, warranties, or other terms affecting the contract other than those embodied in the contract, and the purchaser shall not be entitled to rely upon any representations made by the vendor or the vendor's agents except such as are made written conditions of the contract.

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☒Special Condition 5 - Acknowledgments

The Purchaser acknowledges that prior to the signing of the contract or any agreement or document in respect of the sale hereby made, which is legally binding upon or is intended to legally bind the Purchaser, the Purchaser has been given by the Vendor's Agent:

(a) A copy of this Contract of Sale in compliance with Section 53 of the *Estate Agents Act;* and
(b) A statement pursuant to Section 32 of the *Sale of Land Act 1962.*

☒Special Condition 6 – Building and Goods

The purchaser acknowledges and declares that he has purchased the property as a result of his own inspections and enquires of the property and all buildings and structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the vendor or his consultants or any agents or servants notwithstanding anything to the contrary herein contained or by-laws otherwise provided or implied and it is agreed that the purchaser shall not be entitled to make any objections or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said buildings or structures. 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 statues and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed constitute a defect in the Vendors Title and the purchaser shall not claim any compensation whatsoever from the Vendor, nor require the Vendor to comply with any one or more of those laws or regulations or to carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall have no right to call upon the vendor to provide a Certificate of Occupancy or any other similar document or any copy of any Guarantee or Insurance policy under any building legislation. The purchaser acknowledges that he has inspected the chattels, fitting and appliances forming part this contract and that he is aware of their condition and any deficiencies. The purchaser shall not require the chattels to be in working order at the date of settlement, nor shall he claim any compensation in relation thereto.

☒Special Condition 7 – Restriction

The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements, encumbrances and restrictions and all implied easements, encumbrances and restrictions and any rights of any other person, whether they are disclosed or not. The purchaser accepts the location of all buildings and shall not make any claim whatsoever in relation thereto.

☒Special Condition 8 – Purchaser Resident of Australia

The purchaser warrants that he/she is entitled to be a resident of Australia and agrees to indemnify the vendor in respect of any loss, damages, penalties, fines or costs which may be incurred as a consequence of the breach of this warranty.

☒Special Condition 9 – Breach and Default- Expenses, Legal Costs and Interest –

The parties acknowledge that in the event that the Purchaser fails to complete the purchase of the property on the due date under the Contract, the Vendor will suffer loss and damages. The Purchaser will, in addition to interest chargeable on the balance of purchase monies outstanding under the Contract, pay to the Vendor the following sums:

(a) The cost of obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance.

(b) Interest payable by the Vendor under any existing mortgage over the property calculated from the due date for settlement.

(c) Accommodation expenses necessarily incurred by the Vendor.

(d) Storage cost of the Vendor's furniture and other possessions.

(e) Legal costs and expenses as between Solicitor and Client.

(f) Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property.

(g) All commissions, fees and advertising expenses payable to the Vendor's Real Estate Agent.

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☐Special Condition 10 – Auction Conditions

This Special Condition only applies if the property is offered by public auction, irrespective of whether the box is checked or not.

10.1 The property is offered for sale by public auction, subject to the Vendor's reserve price. The Rules and Information Sheet for the conduct of the auction shall be as set out in the Schedules to the *Sale of Land (Public Auctions) Regulations 2014* or any rules prescribed by regulation which modify or replace those rules.

10.2 The person making the highest bid which is accepted by the auctioneer must immediately upon acceptance sign this contract and pay the deposit to the Vendor's estate agent forthwith and in default thereof:

(a) The Vendor may at any time sell the property to another person either by auction or private treaty; and

(b) The Purchaser will have no rights against the Vendor, the Vendor's estate agent or the auctioneer and will not be entitled to call for a Contract of Sale of the property and will not have any legal or equitable interest in the property and will be liable to pay to the Vendor any deficiency in price on resale and the costs of such resale.

☒Special Condition 11 – Amendments to General Conditions

(a) G.C 12 is excluded from this Contract.

(b) G.C 35.4(a) is amended by substituting "of" in lieu of "up to" as referred to therein.

(c) G.C 21.2(a)(vi) is amended by substituting the words "the author states is a major defect" with "the author states is a major structural building defect".

☒Special Condition 12 – The Purchaser agrees that

12.1 Prior to signing this Contract, the Purchaser inspected and established the state and condition of the Property, including its gardens, landscaping, alarm systems, pool equipment, heating systems and other inclusions, and will accept delivery of the Property, fixtures and chattels including all appliances and systems in their current state and condition as at the Day of Sale, with any defects existing as at that date ("as is"). The Purchaser shall make no claim, requisition or objection in connection with any variation in the state of repair and condition reasonably attributable to fair wear and tear, minor deterioration or degradation due to weathering, or an Act of God, occurring between the Day of Sale and the settlement date, nor delay settlement on account thereof.

12.2 Pending settlement the Vendor may, and shall be at liberty to, disconnect any utilities, including but not limited to electricity and telephone, that may have been connected to and/or servicing the property on the Day of Sale; the Purchaser shall be wholly responsible for the cost of reconnection of any service to the property and no claim shall be made against the vendor in relation thereto.

☒Special Condition 13 – Chattels

13.1 The Vendor does not give any warranty with respect to the chattels and the physical property sold under this contract nor with respect to any appliances, including but not limited to any hot water services or stove, and any implied warranty as to the working condition or state thereof as at the day of sale or the settlement date is hereby negated.

13.2 The Vendor is not required and is hereby relieved of any obligation, express or implied, to ensure that any chattel sold pursuant to this contract or any appliance, including but not limited to any hot water service or stove, is in the same state and condition on the settlement date as it was on the day of sale. The purchaser agrees and acknowledges that in relation to any appliance, including but not limited to any hot water service or stove, that ceases to operate or function between the Day of Sale and the settlement date such deterioration or change in the state and condition thereof shall be deemed to be wholly attributable to fair and normal wear and tear.

13.3 The Purchaser will not have any recourse in applying for compensation in this regard post-settlement.

☒Special Condition 14 – Pool Registration and Fencing Compliance

The Vendor makes no warranties nor representations that any pool or spa on the property has been registered with the relevant Council nor that the pool or spa has a compliant safety barrier. The purchaser acknowledges and agrees that it shall be responsible for registering the pool or spa with the Council, ensuring that the pool or spa has a compliant safety barrier, and lodging a barrier compliance certificate with the

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Council. The Purchaser shall not make any objection nor requisition, claim any compensation (now nor at any time in the future) nor delay settlement as a result of the issue or non-issue or the lodgment or non-lodgment of any barrier compliance certificate.

☒Special Condition 15 – Deposits

In the event the Purchaser fails to pay the Deposit within the time required by this Contract, General Conditions 34, 35.2, and 35.3 will not apply to this Contract, and the Vendor may terminate this Contract by notice in writing to the Purchaser at any time after the breach.

☒Special Condition 16 – Mathematical Error(s) in Adjustments of Outgoings

The Vendor and the Purchaser agree that if any apportionment of outgoings required to be made under this Contract be overlooked or incorrectly calculated on the date of settlement, the parties agree that upon being requested by the other party not notice in writing, the correct calculation shall be made and paid to the party to whom it is payable. This clause shall not merge on the date of settlement.

☒Special Condition 17 – License Agreement

The Purchaser acknowledges that should a licence agreement be requested and agreed to by the Vendor, the agreement must be prepared by the Vendor's legal practitioner at the cost of the Purchaser . The fee to prepare the agreement is $385.00 (incl GST) (by way of an additional bank cheque at settlement or additional source funds to be uploaded onto the PEXA workspace).

☒Special Condition 18 – Solar Panels

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

18.1 whether or not any benefits are currently provided to the Vendor by agreement with the 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;

18.2 the Purchaser will negotiate with the 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;

18.3 the Purchaser shall indemnify and hold harmless the Vendor against any claims whatsoever with respect to the solar panels; and

18.4 neither the Vendor nor the 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; and

18.5 the Purchaser acknowledges that any current arrangements with the energy supplier will cease on the date of settlement.

☒Special Condition 19 – GST Withholding Notice

Vendor/supplier GST withholding notice

Pursuant to section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To: Purchaser/recipient
Property address: 183 Saltwater Promenade, Point Cook VIC 3030
Lot no: 1937
Plan of Subdivision: 611333Q

The Purchaser/recipient is not required to make a payment under section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property.

☒Special Condition 20 – Christmas Closure

If the settlement date as stipulated in the Particulars of Sale of the Contract of Sale falls on a date during the period of 23rd December 2026 – 12th January 2027 (both inclusive) (Holiday Closure Period), then settlement will automatically fall on the next business day after the Holiday Closure Period.

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Form of Guarantee for Directors

To: The Vendor

1. Guarantor's acknowledgement

The Guarantor acknowledges that:

(a) the Guarantor gives this Guarantee in consideration of the Vendor entering into the Contract with the Purchaser at the Guarantor's request;

(b) if the Guarantor executes this Guarantee after the Vendor, the Guarantor gives this Guarantee for valuable consideration provided by the Vendor; and

(c) before the Guarantor executed this Guarantee, the Guarantor read and understood the Contract and this Guarantee.

2. Meaning of the words

The meanings of the terms used in this document are set out below:

"**Contract**" means the attached contract of sale between the Vendor and the Purchaser, and any other agreement between the Vendor and the Purchaser concerning the property sold under the Contract;

"**Guarantee**" means this deed of guarantee and indemnity;

"**Guaranteed Money**" means the whole of the price, interest and other money payable under the Contract;

"**Guarantor**" means the Guarantor named in the Schedule;

"**Guarantor's Obligations**" means the obligations of the Guarantor under this Guarantee;

"**Purchaser**" means the person named as the purchaser in he Contract;

"**Purchaser's Obligations**" means the obligations of the Purchaser to:

(a) pay the Guaranteed Money; and

(b) comply with all the Purchaser's other obligations to the Vendor under the Contract;

"**Vendor**" means the person named as the vendor in the Contract.

3. Guarantee

(a) The Guarantor guarantees to the Vendor:

(i) payment of the Guaranteed Money when it is due;

(ii) compliance with all the Purchaser's Obligations;

(iii) that the Guarantor will discharge any liability which the Purchaser has to the Vendor if the Vendor ends the Contract because of the Purchaser's default; and

(iv) if the Purchaser fails to pay any of the Guaranteed Money on time, the Guarantor will pay that money to the Vendor on demand.

(b) If the Purchaser fails to comply with any of the Guaranteed Obligations, the Guarantor:

(i) indemnifies the Vendor against any loss, damage, costs or expenses the Vendor incurs as a result; and

(ii) will pay an amount equal to the loss, damage, costs or expenses to the Vendor on demand.

4. Indemnity

(a) The Guarantor indemnifies the Vendor against any loss, damage, costs or expenses the Vendor incurs because:

(i) the Purchaser's Obligations are wholly or partly unenforceable against the Purchaser for any reason including, but not limited to, the Purchaser lacking capacity or power to enter into the Contract, dying or becoming insolvent, or being affected by any other legal limitation, disability or incapacity;

(ii) the Purchaser claims a refund of any of the Guaranteed Money because of anything under clause 4(a)(i);

(iii) a payment to the Vendor under the Contract is held to be a preference, is set aside by a court, or is not effective because of the operation of a law;

(iv) the Purchaser's liability to pay any of the Guaranteed Money when due or to comply with any of the Purchaser's Obligations is released or deferred under a scheme of arrangement between the Purchaser and the Purchaser's creditors or in any other way; or

(v) anything else occurs that would prevent the Vendor from recovering the Guaranteed Money under the guarantee in clause 3.

(b) The Guarantor will pay to the Vendor on demand an amount equal to any loss, damage,

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costs or expenses for which the Guarantor indemnifies the Vendor under this clause 4.

(c) The Guarantor's Obligations under the indemnity in this clause 4 are separate and independent from the Guarantor's Obligations under the guarantee in clause 3.

5. Guarantee is continuing and irrevocable

This Guarantee is a continuing security and is irrevocable until discharged according to its terms.

6. Principal obligations

(a) The Guarantor's Obligations are principal obligations.

(b) The Vendor need not, before enforcing the Guarantor's Obligations:

(i) make a demand on the Purchaser;

(ii) exercise any rights the Vendor has against the Purchaser; or

(iii) enforce any security the Vendor holds for performance of the Purchaser's Obligations.

7. Guarantor's obligations are unconditional

The Guarantor's Obligations are unconditional and will not be prejudiced or affected in any way if:

(a) the Vendor, whether with or without the Guarantor's consent or knowledge:

(i) gives the Purchaser extra time to pay any of the Guaranteed Money or to perform any of the Purchaser's Obligations;

(ii) grants the Purchaser any other indulgence;

(iii) makes a revision agreement, composition, compromise or arrangement with the Purchaser or any other person; or

(iv) waives an obligation of the Purchaser or another Guarantor;

(b) the Purchaser or another Guarantor dies or becomes insolvent;

(c) there is a variation of the Contract or any contract substituted for it;

(d) the Purchaser nominates a substitute or additional purchaser under the Contract;

(e) the Vendor receives a payment which the Vendor does not have a legal right to retain;

(f) now or in the future the Vendor holds any negotiable or other security from any person for payment of the Guaranteed Money or performance of the Purchaser's Obligations; or

(g) the Vendor releases, exchanges, renews, modi?es, varies or deals in any other way with any judgment, negotiable or other specialty instrument, or any other security the Vendor recovers, holds or may enforce for payment of the Guaranteed Money or performance of the Purchaser's Obligations, or makes an agreement at any time concerning any of these matters.

8. Guarantor waives rights as surety

The Guarantor waives all rights the Guarantor may have under the law (including surety law) that may:

(a) give the Guarantor the right to be fully or partly released or discharged from the Guarantor's Obligations; or

(b) restrict or prevent the Vendor from enforcing the Vendor's rights under this Guarantee.

9. Vendor's rights against Purchaser are not affected

The Vendor's acceptance of this Guarantee does not prevent the Vendor from exercising the Vendor's rights in respect of any continuing, recurring or future default by the Purchaser.

10. If Purchaser enters a composition or arrangement

(a) The Guarantor must not prove in competition with the Vendor for any money the Purchaser owes the Guarantor if:

(i) the Purchaser enters into a composition or arrangement with the Purchaser's creditors;

(ii) the Purchaser is an individual and is bankrupt; or

(iii) the Purchaser is a body corporate and an order is made or resolution passed for its winding up, an administrator is appointed to it under the *Corporations Act 2001*, or it is placed under any form of external management under that Act.

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(b) The Guarantor authorises the Vendor to:

(i) prove for all money the Purchaser owes the Guarantor; and

(ii) retain and carry to a suspense account and, at the Vendor's discretion, to appropriate, amounts received in this way until the Vendor has received 100 cents in the dollar for the money the Purchaser owes the Vendor.

11. Guarantor to pay Vendor's costs and stamp duty

The Guarantor will pay on demand:

(a) the Vendor's costs (including legal costs on a solicitor and own client basis) of and incidental to preparing, executing, stamping and enforcing this Guarantee; and

(b) any stamp duty payable on this Guarantee.

12. Notices

A notice or demand by the Vendor under this Guarantee may be given or made in the same way as a notice or demand under the Contract.

13. Persons who sign this Guarantee are bound

Each person who signs this Guarantee as Guarantor is bound by it, even if another person named as a Guarantor:

(a) does not sign it;

(b) is not or ceases to be bound by it; or

(c) has no power to sign it.

14. Assignment

(a) The Vendor may assign all or some of the Vendor's rights under the Contract or this Guarantee, or both, without the Guarantor's consent.

(b) If the Vendor assigns any of its rights, the Guarantor will execute any document which, in the Vendor's opinion (reasonably held) is necessary to complete the assignment.

15. Interpreting this Guarantee

In this Guarantee:

(a) unless the context requires a different interpretation:

(i) the singular includes the plural and the plural includes the singular;

(ii) a promise or agreement by two or more persons binds each of them individually and all of them together;

(iii) reference to a person includes a body corporate;

(iv) reference to a party to this Guarantee or the Contract includes that party's executors, administrators, successors and permitted assigns; and

(b) headings are only for convenience and do not affect interpretation.

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Schedule

Vendor: As Detailed Above

Purchaser: As Detailed Above

Guarantor/s: Director/s of Purchaser Company

IN WITNESS whereof the said Guarantor/s have set their hands and seals

this day of 20

Signed Sealed and Delivered

by _____ ……
in the presence of: Signature of Director

……
Signature of Witness

……
Name of witness (print)

Signed Sealed and Delivered

by _____ ……
in the presence of: Signature of Director

……
Signature of Witness

……
Name of witness (print)

Signed Sealed and Delivered

by _____ ……
in the presence of: Signature of Director

……
Signature of Witness

……
Name of witness (print)

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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 all 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

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(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* (Vic) 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* (Vic) and regulations made under the *Building Act 1993* (Vic).

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not –

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

10.2 The vendor must promptly initiate the digital duties form 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.

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11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must –

(a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

(b) keep the date of birth of the vendor secure and confidential.

11.4 The vendor must ensure that at or before settlement, the purchaser receives –

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in whi ch the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –

(a) that –

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.

11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor –

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay –

as though the purchaser was in default.

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

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

12. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 days before settlement .

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* (Vic) 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* (Vic).

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 –

(c) 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

(d) 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* (Vic).

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit –

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor .

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

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The 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 .

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

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

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14.6 Payment of the deposit may be made or tendered –

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed –

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter..

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

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

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

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

15. DEPOSIT BOND

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

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of –

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

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

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

16. BANK GUARANTEE

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

16.2 In this general condition –

(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

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

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

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(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 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.

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

18. ELECTRONIC SETTLEMENT

18.1 Settlement and 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. 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 lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must –

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;

(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement 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 lodgement network operators do not provide otherwise –

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(a) the electronic lodgement network operator to conduct all the financial and lodgement 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 lodgement network operators after the workspace locks;

(b) if two or more electronic lodgement 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 lodgement.

18.7 The parties must do everything reasonably necessary to effect settlement –

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

if after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement –

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract;

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

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

19. GST

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

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

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act;; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

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(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 these general conditions –

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

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

21. BUILDING REPORT

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

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

(a) obtains a written report from –

(i) a registered building surveyor;

(ii) a registered building inspector;

(iii) a registered domestic builder; or

(iv) an architect,

which is –

(v) prepared in compliance with Australian Standard AS 4349.1 -2007;

(vi) identifies a current defect in a structure on the land; and

the author states is a major defect.

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

(a) a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and 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

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(c) is not then in default.

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

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

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

23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property, must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the basis that the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23 if requested by the vendor.

23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) (Tax Act) 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 Tax Act. 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 Tax Act ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must –

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

(b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must –

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

(b) promptly provide the vendor with proof of payment; and

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

despite –

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

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

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

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

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(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 Tax Act 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 Tax Act. 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 Tax Act or in the GST Act 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 Tax Act 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 Tax Act, 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 Tax Act 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 Tax Act. 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 Tax Act. 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 lodgement network; and

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(b) 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 Tax Act, but only if.

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 Tax Act, but only if –

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgement 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 Tax Act. 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 14250 of Schedule 1 to the Tax Act 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 Tax Act 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 Tax Act.

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 –

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(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorised 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 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.

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

28. NOTICES

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

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962* (Vic) –

(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* (Vic); 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 and the purchaser is entitled to possession or receipt of the rents and profits, 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

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without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

31.1 The vendor carries the risk of loss or damage to the property until settlement.

31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

32. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this

Default

33. INTEREST

Interest at the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* (Vic) 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.

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35.4 If the contract ends by a default notice given by the vendor or acceptance by the vendor of a repudiation by the purchaser –

(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.

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Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

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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.

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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.

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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.s

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	**183 Saltwater Promenade, Point Cook VIC 3030**

Vendor's name	**Qianghua Zhu**	Date / /
Vendor's signature	_____	

Vendor's name	**Lingzhu Fei**	Date / /
Vendor's signature	_____	

Vendor's name	**Chengwei Zhu**	Date / /
Vendor's signature	_____	

Vendor's name	**Wenyan Shi**	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

Not Applicable

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 110
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ Not applicable

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable

2.2 **Owner Builder**

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

Not Applicable

3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

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

Not applicable

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

Not Applicable

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

The land is in a designated bushfire prone area within the meaning of 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:

None to the Vendor's knowledge.

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:

None to the Vendor's knowledge.

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:

None to the Vendor's knowledge.

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):

Is Attached.

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.

Is Attached.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

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 ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☒

Note: The Vendor may terminate their services account with the service provider before the date of settlement, and the purchaser will have to have the services reconnected at its own costs.

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.

(a) ☐ Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

(d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

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.)

Is attached

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)

1. Due Diligence Checklist;
2. Register Search Statement (Title); Copy of Plan;
3. Department of Environment, Land, Water & Planning: Planning Property Report;
4. Department of Environment, Land, Water & Planning: Designated Bushfire Prone Area(s);
5. Department of Environment, Land, Water & Planning: Planning Certificate;
6. Department of Environment, Land, Water & Planning: Road Certificate;
7. Wyndham City Council – Building Approval 326 (1);
8. Wyndham City Council – Land Information Certificate;
9. Greater Western Water – Water Information Statement;
10. State Revenue Office: Land Tax Certificate;
11. Quantum United Management Pty Ltd – Section 151 Certificate from Owners Corporation 1 PS611333Q.

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

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

VOLUME 11888 FOLIO 576 Security no : 124138734777H
Produced 18/09/2026 12:01 PM

LAND DESCRIPTION

Lot 1937 on Plan of Subdivision 611333Q.
PARENT TITLE Volume 11496 Folio 480
Created by instrument PS611333Q Stage 19 13/06/2017

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
QIANGHUA ZHU
LINGZHU FEI
CHENGWEI ZHU
WENYAN SHI all of ROOM 301 NO 8 LANE 1068 XINZHA RD JING'AN DISTRICT SHANGHAI CHINA
AQ033164X 11/07/2017

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE PS611333Q 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: 183 SALTWATER PROMENADE POINT COOK VIC 3030

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS611333Q

DOCUMENT END

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Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS611333Q

The land in PS611333Q is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 101 - 187, 201 - 270, 301 - 359, 401 - 456, 501 - 548, 601 - 660, 701 - 767, 801 - 855, 901 - 940, 1001 - 1051, 1101 - 1125, 1201 - 1206, 1209 - 1226, 1230 - 1246, 1301 - 1380, 1401 - 1452, 1501 - 1538, 1601 - 1679, 1701 - 1738, 1801 - 1849, 1901 - 1943, 2001 - 2043, 2101 - 2154, 2201 - 2256, 2301 - 2351, 2401 - 2456, 2501 - 2555, 2601 - 2674, 2701 - 2771, 2801 - 2847, 2901 - 2962, 3001 - 3057, 3101 - 3166, 3201 - 3254, 3301 - 3347, 3401 - 3463, 3501 - 3585, C, T1, U.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

SUITE 12 LEVEL 2 100 OVERTON ROAD WILLIAMS LANDING VIC 3027

AS330072E 05/07/2019

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. AL878166X 12/05/2015

Additional Owners Corporation Information:

OC007210B 30/03/2010

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 101	100	100
Lot 102	100	100
Lot 103	100	100
Lot 104	100	100

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PLAN NO. PS611333Q

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 105	100	100
Lot 106	100	100
Lot 107	100	100
Lot 108	100	100
Lot 109	100	100
Lot 110	100	100
Lot 111	100	100
Lot 112	100	100
Lot 113	100	100
Lot 114	100	100
Lot 115	100	100
Lot 116	100	100
Lot 117	100	100
Lot 118	100	100
Lot 119	100	100
Lot 120	100	100
Lot 121	100	100
Lot 122	100	100
Lot 123	100	100
Lot 124	100	100
Lot 125	100	100
Lot 126	100	100
Lot 127	100	100
Lot 128	100	100
Lot 129	100	100
Lot 130	100	100
Lot 131	100	100
Lot 132	100	100
Lot 133	100	100

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Land Parcel	Entitlement	Liability
Lot 134	100	100
Lot 135	100	100
Lot 136	100	100
Lot 137	100	100
Lot 138	100	100
Lot 139	100	100
Lot 140	100	100
Lot 141	100	100
Lot 142	100	100
Lot 143	100	100
Lot 144	100	100
Lot 145	100	100
Lot 146	100	100
Lot 147	100	100
Lot 148	100	100
Lot 149	100	100
Lot 150	100	100
Lot 151	100	100
Lot 152	100	100
Lot 153	100	100
Lot 154	100	100
Lot 155	100	100
Lot 156	100	100
Lot 157	100	100
Lot 158	100	100
Lot 159	100	100
Lot 160	100	100
Lot 161	100	100
Lot 162	100	100

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Land Parcel	Entitlement	Liability
Lot 163	100	100
Lot 164	100	100
Lot 165	100	100
Lot 166	100	100
Lot 167	100	100
Lot 168	100	100
Lot 169	100	100
Lot 170	100	100
Lot 171	100	100
Lot 172	100	100
Lot 173	100	100
Lot 174	100	100
Lot 175	100	100
Lot 176	100	100
Lot 177	100	100
Lot 178	100	100
Lot 179	100	100
Lot 180	100	100
Lot 181	100	100
Lot 182	100	100
Lot 183	100	100
Lot 184	100	100
Lot 185	100	100
Lot 186	100	100
Lot 187	100	100
Lot 201	100	100
Lot 202	100	100
Lot 203	100	100
Lot 204	100	100

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Land Parcel	Entitlement	Liability
Lot 205	100	100
Lot 206	100	100
Lot 207	100	100
Lot 208	100	100
Lot 209	100	100
Lot 210	100	100
Lot 211	100	100
Lot 212	100	100
Lot 213	100	100
Lot 214	100	100
Lot 215	100	100
Lot 216	100	100
Lot 217	100	100
Lot 218	100	100
Lot 219	100	100
Lot 220	100	100
Lot 221	100	100
Lot 222	100	100
Lot 223	100	100
Lot 224	100	100
Lot 225	100	100
Lot 226	100	100
Lot 227	100	100
Lot 228	100	100
Lot 229	100	100
Lot 230	100	100
Lot 231	100	100
Lot 232	100	100
Lot 233	100	100

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Land Parcel	Entitlement	Liability
Lot 234	100	100
Lot 235	100	100
Lot 236	100	100
Lot 237	100	100
Lot 238	100	100
Lot 239	100	100
Lot 240	100	100
Lot 241	100	100
Lot 242	100	100
Lot 243	100	100
Lot 244	100	100
Lot 245	100	100
Lot 246	100	100
Lot 247	100	100
Lot 248	100	100
Lot 249	100	100
Lot 250	100	100
Lot 251	100	100
Lot 252	100	100
Lot 253	100	100
Lot 254	100	100
Lot 255	100	100
Lot 256	100	100
Lot 257	100	100
Lot 258	100	100
Lot 259	100	100
Lot 260	100	100
Lot 261	100	100
Lot 262	100	100

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Land Parcel	Entitlement	Liability
Lot 263	100	100
Lot 264	100	100
Lot 265	100	100
Lot 266	100	100
Lot 267	100	100
Lot 268	100	100
Lot 269	100	100
Lot 270	100	100
Lot 301	100	100
Lot 302	100	100
Lot 303	100	100
Lot 304	100	100
Lot 305	100	100
Lot 306	100	100
Lot 307	100	100
Lot 308	100	100
Lot 309	100	100
Lot 310	100	100
Lot 311	100	100
Lot 312	100	100
Lot 313	100	100
Lot 314	100	100
Lot 315	100	100
Lot 316	100	100
Lot 317	100	100
Lot 318	100	100
Lot 319	100	100
Lot 320	100	100
Lot 321	100	100

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Land Parcel	Entitlement	Liability
Lot 322	100	100
Lot 323	100	100
Lot 324	100	100
Lot 325	100	100
Lot 326	100	100
Lot 327	100	100
Lot 328	100	100
Lot 329	100	100
Lot 330	100	100
Lot 331	100	100
Lot 332	100	100
Lot 333	100	100
Lot 334	100	100
Lot 335	100	100
Lot 336	100	100
Lot 337	100	100
Lot 338	100	100
Lot 339	100	100
Lot 340	100	100
Lot 341	100	100
Lot 342	100	100
Lot 343	100	100
Lot 344	100	100
Lot 345	100	100
Lot 346	100	100
Lot 347	100	100
Lot 348	100	100
Lot 349	100	100
Lot 350	100	100

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Land Parcel	Entitlement	Liability
Lot 351	100	100
Lot 352	100	100
Lot 353	100	100
Lot 354	100	100
Lot 355	100	100
Lot 356	100	100
Lot 357	100	100
Lot 358	100	100
Lot 359	100	100
Lot 401	100	100
Lot 402	100	100
Lot 403	100	100
Lot 404	100	100
Lot 405	100	100
Lot 406	100	100
Lot 407	100	100
Lot 408	100	100
Lot 409	100	100
Lot 410	100	100
Lot 411	100	100
Lot 412	100	100
Lot 413	100	100
Lot 414	100	100
Lot 415	100	100
Lot 416	100	100
Lot 417	100	100
Lot 418	100	100
Lot 419	100	100
Lot 420	100	100

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Land Parcel	Entitlement	Liability
Lot 421	100	100
Lot 422	100	100
Lot 423	100	100
Lot 424	100	100
Lot 425	100	100
Lot 426	100	100
Lot 427	100	100
Lot 428	100	100
Lot 429	100	100
Lot 430	100	100
Lot 431	100	100
Lot 432	100	100
Lot 433	100	100
Lot 434	100	100
Lot 435	100	100
Lot 436	100	100
Lot 437	100	100
Lot 438	100	100
Lot 439	100	100
Lot 440	100	100
Lot 441	100	100
Lot 442	100	100
Lot 443	100	100
Lot 444	100	100
Lot 445	100	100
Lot 446	100	100
Lot 447	100	100
Lot 448	100	100
Lot 449	100	100

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Land Parcel	Entitlement	Liability
Lot 450	100	100
Lot 451	100	100
Lot 452	100	100
Lot 453	100	100
Lot 454	100	100
Lot 455	100	100
Lot 456	100	100
Lot 501	100	100
Lot 502	100	100
Lot 503	100	100
Lot 504	100	100
Lot 505	100	100
Lot 506	100	100
Lot 507	100	100
Lot 508	100	100
Lot 509	100	100
Lot 510	100	100
Lot 511	100	100
Lot 512	100	100
Lot 513	100	100
Lot 514	100	100
Lot 515	100	100
Lot 516	100	100
Lot 517	100	100
Lot 518	100	100
Lot 519	100	100
Lot 520	100	100
Lot 521	100	100
Lot 522	100	100

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Land Parcel	Entitlement	Liability
Lot 523	100	100
Lot 524	100	100
Lot 525	100	100
Lot 526	100	100
Lot 527	100	100
Lot 528	100	100
Lot 529	100	100
Lot 530	100	100
Lot 531	100	100
Lot 532	100	100
Lot 533	100	100
Lot 534	100	100
Lot 535	100	100
Lot 536	100	100
Lot 537	100	100
Lot 538	100	100
Lot 539	100	100
Lot 540	100	100
Lot 541	100	100
Lot 542	100	100
Lot 543	100	100
Lot 544	100	100
Lot 545	100	100
Lot 546	100	100
Lot 547	100	100
Lot 548	100	100
Lot 601	100	100
Lot 602	100	100
Lot 603	100	100

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Land Parcel	Entitlement	Liability
Lot 604	100	100
Lot 605	100	100
Lot 606	100	100
Lot 607	100	100
Lot 608	100	100
Lot 609	100	100
Lot 610	100	100
Lot 611	100	100
Lot 612	100	100
Lot 613	100	100
Lot 614	100	100
Lot 615	100	100
Lot 616	100	100
Lot 617	100	100
Lot 618	100	100
Lot 619	100	100
Lot 620	100	100
Lot 621	100	100
Lot 622	100	100
Lot 623	100	100
Lot 624	100	100
Lot 625	100	100
Lot 626	100	100
Lot 627	100	100
Lot 628	100	100
Lot 629	100	100
Lot 630	100	100
Lot 631	100	100
Lot 632	100	100

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Land Parcel	Entitlement	Liability
Lot 633	100	100
Lot 634	100	100
Lot 635	100	100
Lot 636	100	100
Lot 637	100	100
Lot 638	100	100
Lot 639	100	100
Lot 640	100	100
Lot 641	100	100
Lot 642	100	100
Lot 643	100	100
Lot 644	100	100
Lot 645	100	100
Lot 646	100	100
Lot 647	100	100
Lot 648	100	100
Lot 649	100	100
Lot 650	100	100
Lot 651	100	100
Lot 652	100	100
Lot 653	100	100
Lot 654	100	100
Lot 655	100	100
Lot 656	100	100
Lot 657	100	100
Lot 658	100	100
Lot 659	100	100
Lot 660	100	100
Lot 701	100	100

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Land Parcel	Entitlement	Liability
Lot 702	100	100
Lot 703	100	100
Lot 704	100	100
Lot 705	100	100
Lot 706	100	100
Lot 707	100	100
Lot 708	100	100
Lot 709	100	100
Lot 710	100	100
Lot 711	100	100
Lot 712	100	100
Lot 713	100	100
Lot 714	100	100
Lot 715	100	100
Lot 716	100	100
Lot 717	100	100
Lot 718	100	100
Lot 719	100	100
Lot 720	100	100
Lot 721	100	100
Lot 722	100	100
Lot 723	100	100
Lot 724	100	100
Lot 725	100	100
Lot 726	100	100
Lot 727	100	100
Lot 728	100	100
Lot 729	100	100
Lot 730	100	100

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Land Parcel	Entitlement	Liability
Lot 731	100	100
Lot 732	100	100
Lot 733	100	100
Lot 734	100	100
Lot 735	100	100
Lot 736	100	100
Lot 737	100	100
Lot 738	100	100
Lot 739	100	100
Lot 740	100	100
Lot 741	100	100
Lot 742	100	100
Lot 743	100	100
Lot 744	100	100
Lot 745	100	100
Lot 746	100	100
Lot 747	100	100
Lot 748	100	100
Lot 749	100	100
Lot 750	100	100
Lot 751	100	100
Lot 752	100	100
Lot 753	100	100
Lot 754	100	100
Lot 755	100	100
Lot 756	100	100
Lot 757	100	100
Lot 758	100	100
Lot 759	100	100

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Land Parcel	Entitlement	Liability
Lot 760	100	100
Lot 761	100	100
Lot 762	100	100
Lot 763	100	100
Lot 764	100	100
Lot 765	100	100
Lot 766	100	100
Lot 767	100	100
Lot 801	100	100
Lot 802	100	100
Lot 803	100	100
Lot 804	100	100
Lot 805	100	100
Lot 806	100	100
Lot 807	100	100
Lot 808	100	100
Lot 809	100	100
Lot 810	100	100
Lot 811	100	100
Lot 812	100	100
Lot 813	100	100
Lot 814	100	100
Lot 815	100	100
Lot 816	100	100
Lot 817	100	100
Lot 818	100	100
Lot 819	100	100
Lot 820	100	100
Lot 821	100	100

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Land Parcel	Entitlement	Liability
Lot 822	100	100
Lot 823	100	100
Lot 824	100	100
Lot 825	100	100
Lot 826	100	100
Lot 827	100	100
Lot 828	100	100
Lot 829	100	100
Lot 830	100	100
Lot 831	100	100
Lot 832	100	100
Lot 833	100	100
Lot 834	100	100
Lot 835	100	100
Lot 836	100	100
Lot 837	100	100
Lot 838	100	100
Lot 839	100	100
Lot 840	100	100
Lot 841	100	100
Lot 842	100	100
Lot 843	100	100
Lot 844	100	100
Lot 845	100	100
Lot 846	100	100
Lot 847	100	100
Lot 848	100	100
Lot 849	100	100
Lot 850	100	100

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Land Parcel	Entitlement	Liability
Lot 851	100	100
Lot 852	100	100
Lot 853	100	100
Lot 854	100	100
Lot 855	100	100
Lot 901	100	100
Lot 902	100	100
Lot 903	100	100
Lot 904	100	100
Lot 905	100	100
Lot 906	100	100
Lot 907	100	100
Lot 908	100	100
Lot 909	100	100
Lot 910	100	100
Lot 911	100	100
Lot 912	100	100
Lot 913	100	100
Lot 914	100	100
Lot 915	100	100
Lot 916	100	100
Lot 917	100	100
Lot 918	100	100
Lot 919	100	100
Lot 920	100	100
Lot 921	100	100
Lot 922	100	100
Lot 923	100	100
Lot 924	100	100

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Land Parcel	Entitlement	Liability
Lot 925	100	100
Lot 926	100	100
Lot 927	100	100
Lot 928	100	100
Lot 929	100	100
Lot 930	100	100
Lot 931	100	100
Lot 932	100	100
Lot 933	100	100
Lot 934	100	100
Lot 935	100	100
Lot 936	100	100
Lot 937	100	100
Lot 938	100	100
Lot 939	100	100
Lot 940	100	100
Lot 1001	100	100
Lot 1002	100	100
Lot 1003	100	100
Lot 1004	100	100
Lot 1005	100	100
Lot 1006	100	100
Lot 1007	100	100
Lot 1008	100	100
Lot 1009	100	100
Lot 1010	100	100
Lot 1011	100	100
Lot 1012	100	100
Lot 1013	100	100

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OWNERS CORPORATION 1
PLAN NO. PS611333Q

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1014	100	100
Lot 1015	100	100
Lot 1016	100	100
Lot 1017	100	100
Lot 1018	100	100
Lot 1019	100	100
Lot 1020	100	100
Lot 1021	100	100
Lot 1022	100	100
Lot 1023	100	100
Lot 1024	100	100
Lot 1025	100	100
Lot 1026	100	100
Lot 1027	100	100
Lot 1028	100	100
Lot 1029	100	100
Lot 1030	100	100
Lot 1031	100	100
Lot 1032	100	100
Lot 1033	100	100
Lot 1034	100	100
Lot 1035	100	100
Lot 1036	100	100
Lot 1037	100	100
Lot 1038	100	100
Lot 1039	100	100
Lot 1040	100	100
Lot 1041	100	100
Lot 1042	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1043	100	100
Lot 1044	100	100
Lot 1045	100	100
Lot 1046	100	100
Lot 1047	100	100
Lot 1048	100	100
Lot 1049	100	100
Lot 1050	100	100
Lot 1051	100	100
Lot 1101	100	100
Lot 1102	100	100
Lot 1103	100	100
Lot 1104	100	100
Lot 1105	100	100
Lot 1106	100	100
Lot 1107	100	100
Lot 1108	100	100
Lot 1109	100	100
Lot 1110	100	100
Lot 1111	100	100
Lot 1112	100	100
Lot 1113	100	100
Lot 1114	100	100
Lot 1115	100	100
Lot 1116	100	100
Lot 1117	100	100
Lot 1118	100	100
Lot 1119	100	100
Lot 1120	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1121	100	100
Lot 1122	100	100
Lot 1123	100	100
Lot 1124	100	100
Lot 1125	100	100
Lot 1201	100	100
Lot 1202	100	100
Lot 1203	100	100
Lot 1204	100	100
Lot 1205	100	100
Lot 1206	100	100
Lot 1209	100	100
Lot 1210	100	100
Lot 1211	100	100
Lot 1212	100	100
Lot 1213	100	100
Lot 1214	100	100
Lot 1215	100	100
Lot 1216	100	100
Lot 1217	100	100
Lot 1218	100	100
Lot 1219	100	100
Lot 1220	100	100
Lot 1221	100	100
Lot 1222	100	100
Lot 1223	100	100
Lot 1224	100	100
Lot 1225	100	100
Lot 1226	100	100

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Land Parcel	Entitlement	Liability
Lot 1230	100	100
Lot 1231	100	100
Lot 1232	100	100
Lot 1233	100	100
Lot 1234	100	100
Lot 1235	100	100
Lot 1236	100	100
Lot 1237	100	100
Lot 1238	100	100
Lot 1239	100	100
Lot 1240	100	100
Lot 1241	100	100
Lot 1242	100	100
Lot 1243	100	100
Lot 1244	100	100
Lot 1245	100	100
Lot 1246	100	100
Lot 1301	100	100
Lot 1302	100	100
Lot 1303	100	100
Lot 1304	100	100
Lot 1305	100	100
Lot 1306	100	100
Lot 1307	100	100
Lot 1308	100	100
Lot 1309	100	100
Lot 1310	100	100
Lot 1311	100	100
Lot 1312	100	100

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Land Parcel	Entitlement	Liability
Lot 1313	100	100
Lot 1314	100	100
Lot 1315	100	100
Lot 1316	100	100
Lot 1317	100	100
Lot 1318	100	100
Lot 1319	100	100
Lot 1320	100	100
Lot 1321	100	100
Lot 1322	100	100
Lot 1323	100	100
Lot 1324	100	100
Lot 1325	100	100
Lot 1326	100	100
Lot 1327	100	100
Lot 1328	100	100
Lot 1329	100	100
Lot 1330	100	100
Lot 1331	100	100
Lot 1332	100	100
Lot 1333	100	100
Lot 1334	100	100
Lot 1335	100	100
Lot 1336	100	100
Lot 1337	100	100
Lot 1338	100	100
Lot 1339	100	100
Lot 1340	100	100
Lot 1341	100	100

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Land Parcel	Entitlement	Liability
Lot 1342	100	100
Lot 1343	100	100
Lot 1344	100	100
Lot 1345	100	100
Lot 1346	100	100
Lot 1347	100	100
Lot 1348	100	100
Lot 1349	100	100
Lot 1350	100	100
Lot 1351	100	100
Lot 1352	100	100
Lot 1353	100	100
Lot 1354	100	100
Lot 1355	100	100
Lot 1356	100	100
Lot 1357	100	100
Lot 1358	100	100
Lot 1359	100	100
Lot 1360	100	100
Lot 1361	100	100
Lot 1362	100	100
Lot 1363	100	100
Lot 1364	100	100
Lot 1365	100	100
Lot 1366	100	100
Lot 1367	100	100
Lot 1368	100	100
Lot 1369	100	100
Lot 1370	100	100

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Land Parcel	Entitlement	Liability
Lot 1371	100	100
Lot 1372	100	100
Lot 1373	100	100
Lot 1374	100	100
Lot 1375	100	100
Lot 1376	100	100
Lot 1377	100	100
Lot 1378	100	100
Lot 1379	100	100
Lot 1380	100	100
Lot 1401	100	100
Lot 1402	100	100
Lot 1403	100	100
Lot 1404	100	100
Lot 1405	100	100
Lot 1406	100	100
Lot 1407	100	100
Lot 1408	100	100
Lot 1409	100	100
Lot 1410	100	100
Lot 1411	100	100
Lot 1412	100	100
Lot 1413	100	100
Lot 1414	100	100
Lot 1415	100	100
Lot 1416	100	100
Lot 1417	100	100
Lot 1418	100	100
Lot 1419	100	100

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Land Parcel	Entitlement	Liability
Lot 1420	100	100
Lot 1421	100	100
Lot 1422	100	100
Lot 1423	100	100
Lot 1424	100	100
Lot 1425	100	100
Lot 1426	100	100
Lot 1427	100	100
Lot 1428	100	100
Lot 1429	100	100
Lot 1430	100	100
Lot 1431	100	100
Lot 1432	100	100
Lot 1433	100	100
Lot 1434	100	100
Lot 1435	100	100
Lot 1436	100	100
Lot 1437	100	100
Lot 1438	100	100
Lot 1439	100	100
Lot 1440	100	100
Lot 1441	100	100
Lot 1442	100	100
Lot 1443	100	100
Lot 1444	100	100
Lot 1445	100	100
Lot 1446	100	100
Lot 1447	100	100
Lot 1448	100	100

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Land Parcel	Entitlement	Liability
Lot 1449	100	100
Lot 1450	100	100
Lot 1451	100	100
Lot 1452	100	100
Lot 1501	100	100
Lot 1502	100	100
Lot 1503	100	100
Lot 1504	100	100
Lot 1505	100	100
Lot 1506	100	100
Lot 1507	100	100
Lot 1508	100	100
Lot 1509	100	100
Lot 1510	100	100
Lot 1511	100	100
Lot 1512	100	100
Lot 1513	100	100
Lot 1514	100	100
Lot 1515	100	100
Lot 1516	100	100
Lot 1517	100	100
Lot 1518	100	100
Lot 1519	100	100
Lot 1520	100	100
Lot 1521	100	100
Lot 1522	100	100
Lot 1523	100	100
Lot 1524	100	100
Lot 1525	100	100

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Land Parcel	Entitlement	Liability
Lot 1526	100	100
Lot 1527	100	100
Lot 1528	100	100
Lot 1529	100	100
Lot 1530	100	100
Lot 1531	100	100
Lot 1532	100	100
Lot 1533	100	100
Lot 1534	100	100
Lot 1535	100	100
Lot 1536	100	100
Lot 1537	100	100
Lot 1538	100	100
Lot 1601	100	100
Lot 1602	100	100
Lot 1603	100	100
Lot 1604	100	100
Lot 1605	100	100
Lot 1606	100	100
Lot 1607	100	100
Lot 1608	100	100
Lot 1609	100	100
Lot 1610	100	100
Lot 1611	100	100
Lot 1612	100	100
Lot 1613	100	100
Lot 1614	100	100
Lot 1615	100	100
Lot 1616	100	100

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Land Parcel	Entitlement	Liability
Lot 1617	100	100
Lot 1618	100	100
Lot 1619	100	100
Lot 1620	100	100
Lot 1621	100	100
Lot 1622	100	100
Lot 1623	100	100
Lot 1624	100	100
Lot 1625	100	100
Lot 1626	100	100
Lot 1627	100	100
Lot 1628	100	100
Lot 1629	100	100
Lot 1630	100	100
Lot 1631	100	100
Lot 1632	100	100
Lot 1633	100	100
Lot 1634	100	100
Lot 1635	100	100
Lot 1636	100	100
Lot 1637	100	100
Lot 1638	100	100
Lot 1639	100	100
Lot 1640	100	100
Lot 1641	100	100
Lot 1642	100	100
Lot 1643	100	100
Lot 1644	100	100
Lot 1645	100	100

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Land Parcel	Entitlement	Liability
Lot 1646	100	100
Lot 1647	100	100
Lot 1648	100	100
Lot 1649	100	100
Lot 1650	100	100
Lot 1651	100	100
Lot 1652	100	100
Lot 1653	100	100
Lot 1654	100	100
Lot 1655	100	100
Lot 1656	100	100
Lot 1657	100	100
Lot 1658	100	100
Lot 1659	100	100
Lot 1660	100	100
Lot 1661	100	100
Lot 1662	100	100
Lot 1663	100	100
Lot 1664	100	100
Lot 1665	100	100
Lot 1666	100	100
Lot 1667	100	100
Lot 1668	100	100
Lot 1669	100	100
Lot 1670	100	100
Lot 1671	100	100
Lot 1672	100	100
Lot 1673	100	100
Lot 1674	100	100

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Land Parcel	Entitlement	Liability
Lot 1675	100	100
Lot 1676	100	100
Lot 1677	100	100
Lot 1678	100	100
Lot 1679	100	100
Lot 1701	100	100
Lot 1702	100	100
Lot 1703	100	100
Lot 1704	100	100
Lot 1705	100	100
Lot 1706	100	100
Lot 1707	100	100
Lot 1708	100	100
Lot 1709	100	100
Lot 1710	100	100
Lot 1711	100	100
Lot 1712	100	100
Lot 1713	100	100
Lot 1714	100	100
Lot 1715	100	100
Lot 1716	100	100
Lot 1717	100	100
Lot 1718	100	100
Lot 1719	100	100
Lot 1720	100	100
Lot 1721	100	100
Lot 1722	100	100
Lot 1723	100	100
Lot 1724	100	100

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Land Parcel	Entitlement	Liability
Lot 1725	100	100
Lot 1726	100	100
Lot 1727	100	100
Lot 1728	100	100
Lot 1729	100	100
Lot 1730	100	100
Lot 1731	100	100
Lot 1732	100	100
Lot 1733	100	100
Lot 1734	100	100
Lot 1735	100	100
Lot 1736	100	100
Lot 1737	100	100
Lot 1738	100	100
Lot 1801	100	100
Lot 1802	100	100
Lot 1803	100	100
Lot 1804	100	100
Lot 1805	100	100
Lot 1806	100	100
Lot 1807	100	100
Lot 1808	100	100
Lot 1809	100	100
Lot 1810	100	100
Lot 1811	100	100
Lot 1812	100	100
Lot 1813	100	100
Lot 1814	100	100
Lot 1815	100	100

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Land Parcel	Entitlement	Liability
Lot 1816	100	100
Lot 1817	100	100
Lot 1818	100	100
Lot 1819	100	100
Lot 1820	100	100
Lot 1821	100	100
Lot 1822	100	100
Lot 1823	100	100
Lot 1824	100	100
Lot 1825	100	100
Lot 1826	100	100
Lot 1827	100	100
Lot 1828	100	100
Lot 1829	100	100
Lot 1830	100	100
Lot 1831	100	100
Lot 1832	100	100
Lot 1833	100	100
Lot 1834	100	100
Lot 1835	100	100
Lot 1836	100	100
Lot 1837	100	100
Lot 1838	100	100
Lot 1839	100	100
Lot 1840	100	100
Lot 1841	100	100
Lot 1842	100	100
Lot 1843	100	100
Lot 1844	100	100

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Land Parcel	Entitlement	Liability
Lot 1845	100	100
Lot 1846	100	100
Lot 1847	100	100
Lot 1848	100	100
Lot 1849	100	100
Lot 1901	100	100
Lot 1902	100	100
Lot 1903	100	100
Lot 1904	100	100
Lot 1905	100	100
Lot 1906	100	100
Lot 1907	100	100
Lot 1908	100	100
Lot 1909	100	100
Lot 1910	100	100
Lot 1911	100	100
Lot 1912	100	100
Lot 1913	100	100
Lot 1914	100	100
Lot 1915	100	100
Lot 1916	100	100
Lot 1917	100	100
Lot 1918	100	100
Lot 1919	100	100
Lot 1920	100	100
Lot 1921	100	100
Lot 1922	100	100
Lot 1923	100	100
Lot 1924	100	100

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Land Parcel	Entitlement	Liability
Lot 1925	100	100
Lot 1926	100	100
Lot 1927	100	100
Lot 1928	100	100
Lot 1929	100	100
Lot 1930	100	100
Lot 1931	100	100
Lot 1932	100	100
Lot 1933	100	100
Lot 1934	100	100
Lot 1935	100	100
Lot 1936	100	100
Lot 1937	100	100
Lot 1938	100	100
Lot 1939	100	100
Lot 1940	100	100
Lot 1941	100	100
Lot 1942	100	100
Lot 1943	100	100
Lot 2001	100	100
Lot 2002	100	100
Lot 2003	100	100
Lot 2004	100	100
Lot 2005	100	100
Lot 2006	100	100
Lot 2007	100	100
Lot 2008	100	100
Lot 2009	100	100
Lot 2010	100	100

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Land Parcel	Entitlement	Liability
Lot 2011	100	100
Lot 2012	100	100
Lot 2013	100	100
Lot 2014	100	100
Lot 2015	100	100
Lot 2016	100	100
Lot 2017	100	100
Lot 2018	100	100
Lot 2019	100	100
Lot 2020	100	100
Lot 2021	100	100
Lot 2022	100	100
Lot 2023	100	100
Lot 2024	100	100
Lot 2025	100	100
Lot 2026	100	100
Lot 2027	100	100
Lot 2028	100	100
Lot 2029	100	100
Lot 2030	100	100
Lot 2031	100	100
Lot 2032	100	100
Lot 2033	100	100
Lot 2034	100	100
Lot 2035	100	100
Lot 2036	100	100
Lot 2037	100	100
Lot 2038	100	100
Lot 2039	100	100

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Land Parcel	Entitlement	Liability
Lot 2040	100	100
Lot 2041	100	100
Lot 2042	100	100
Lot 2043	100	100
Lot 2101	100	100
Lot 2102	100	100
Lot 2103	100	100
Lot 2104	100	100
Lot 2105	100	100
Lot 2106	100	100
Lot 2107	100	100
Lot 2108	100	100
Lot 2109	100	100
Lot 2110	100	100
Lot 2111	100	100
Lot 2112	100	100
Lot 2113	100	100
Lot 2114	100	100
Lot 2115	100	100
Lot 2116	100	100
Lot 2117	100	100
Lot 2118	100	100
Lot 2119	100	100
Lot 2120	100	100
Lot 2121	100	100
Lot 2122	100	100
Lot 2123	100	100
Lot 2124	100	100
Lot 2125	100	100

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Produced: 18/09/2026 12:11:33 PM

OWNERS CORPORATION 1
PLAN NO. PS611333Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2126	100	100
Lot 2127	100	100
Lot 2128	100	100
Lot 2129	100	100
Lot 2130	100	100
Lot 2131	100	100
Lot 2132	100	100
Lot 2133	100	100
Lot 2134	100	100
Lot 2135	100	100
Lot 2136	100	100
Lot 2137	100	100
Lot 2138	100	100
Lot 2139	100	100
Lot 2140	100	100
Lot 2141	100	100
Lot 2142	100	100
Lot 2143	100	100
Lot 2144	100	100
Lot 2145	100	100
Lot 2146	100	100
Lot 2147	100	100
Lot 2148	100	100
Lot 2149	100	100
Lot 2150	100	100
Lot 2151	100	100
Lot 2152	100	100
Lot 2153	100	100
Lot 2154	100	100

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OWNERS CORPORATION 1
PLAN NO. PS611333Q

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2201	100	100
Lot 2202	100	100
Lot 2203	100	100
Lot 2204	100	100
Lot 2205	100	100
Lot 2206	100	100
Lot 2207	100	100
Lot 2208	100	100
Lot 2209	100	100
Lot 2210	100	100
Lot 2211	100	100
Lot 2212	100	100
Lot 2213	100	100
Lot 2214	100	100
Lot 2215	100	100
Lot 2216	100	100
Lot 2217	100	100
Lot 2218	100	100
Lot 2219	100	100
Lot 2220	100	100
Lot 2221	100	100
Lot 2222	100	100
Lot 2223	100	100
Lot 2224	100	100
Lot 2225	100	100
Lot 2226	100	100
Lot 2227	100	100
Lot 2228	100	100
Lot 2229	100	100

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PLAN NO. PS611333Q

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2230	100	100
Lot 2231	100	100
Lot 2232	100	100
Lot 2233	100	100
Lot 2234	100	100
Lot 2235	100	100
Lot 2236	100	100
Lot 2237	100	100
Lot 2238	100	100
Lot 2239	100	100
Lot 2240	100	100
Lot 2241	100	100
Lot 2242	100	100
Lot 2243	100	100
Lot 2244	100	100
Lot 2245	100	100
Lot 2246	100	100
Lot 2247	100	100
Lot 2248	100	100
Lot 2249	100	100
Lot 2250	100	100
Lot 2251	100	100
Lot 2252	100	100
Lot 2253	100	100
Lot 2254	100	100
Lot 2255	100	100
Lot 2256	100	100
Lot 2301	100	100
Lot 2302	100	100

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Land Parcel	Entitlement	Liability
Lot 2303	100	100
Lot 2304	100	100
Lot 2305	100	100
Lot 2306	100	100
Lot 2307	100	100
Lot 2308	100	100
Lot 2309	100	100
Lot 2310	100	100
Lot 2311	100	100
Lot 2312	100	100
Lot 2313	100	100
Lot 2314	100	100
Lot 2315	100	100
Lot 2316	100	100
Lot 2317	100	100
Lot 2318	100	100
Lot 2319	100	100
Lot 2320	100	100
Lot 2321	100	100
Lot 2322	100	100
Lot 2323	100	100
Lot 2324	100	100
Lot 2325	100	100
Lot 2326	100	100
Lot 2327	100	100
Lot 2328	100	100
Lot 2329	100	100
Lot 2330	100	100
Lot 2331	100	100

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Land Parcel	Entitlement	Liability
Lot 2332	100	100
Lot 2333	100	100
Lot 2334	100	100
Lot 2335	100	100
Lot 2336	100	100
Lot 2337	100	100
Lot 2338	100	100
Lot 2339	100	100
Lot 2340	100	100
Lot 2341	100	100
Lot 2342	100	100
Lot 2343	100	100
Lot 2344	100	100
Lot 2345	100	100
Lot 2346	100	100
Lot 2347	100	100
Lot 2348	100	100
Lot 2349	100	100
Lot 2350	100	100
Lot 2351	100	100
Lot 2401	100	100
Lot 2402	100	100
Lot 2403	100	100
Lot 2404	100	100
Lot 2405	100	100
Lot 2406	100	100
Lot 2407	100	100
Lot 2408	100	100
Lot 2409	100	100

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Land Parcel	Entitlement	Liability
Lot 2410	100	100
Lot 2411	100	100
Lot 2412	100	100
Lot 2413	100	100
Lot 2414	100	100
Lot 2415	100	100
Lot 2416	100	100
Lot 2417	100	100
Lot 2418	100	100
Lot 2419	100	100
Lot 2420	100	100
Lot 2421	100	100
Lot 2422	100	100
Lot 2423	100	100
Lot 2424	100	100
Lot 2425	100	100
Lot 2426	100	100
Lot 2427	100	100
Lot 2428	100	100
Lot 2429	100	100
Lot 2430	100	100
Lot 2431	100	100
Lot 2432	100	100
Lot 2433	100	100
Lot 2434	100	100
Lot 2435	100	100
Lot 2436	100	100
Lot 2437	100	100
Lot 2438	100	100

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Land Parcel	Entitlement	Liability
Lot 2439	100	100
Lot 2440	100	100
Lot 2441	100	100
Lot 2442	100	100
Lot 2443	100	100
Lot 2444	100	100
Lot 2445	100	100
Lot 2446	100	100
Lot 2447	100	100
Lot 2448	100	100
Lot 2449	100	100
Lot 2450	100	100
Lot 2451	100	100
Lot 2452	100	100
Lot 2453	100	100
Lot 2454	100	100
Lot 2455	100	100
Lot 2456	100	100
Lot 2501	100	100
Lot 2502	100	100
Lot 2503	100	100
Lot 2504	100	100
Lot 2505	100	100
Lot 2506	100	100
Lot 2507	100	100
Lot 2508	100	100
Lot 2509	100	100
Lot 2510	100	100
Lot 2511	100	100

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Land Parcel	Entitlement	Liability
Lot 2512	100	100
Lot 2513	100	100
Lot 2514	100	100
Lot 2515	100	100
Lot 2516	100	100
Lot 2517	100	100
Lot 2518	100	100
Lot 2519	100	100
Lot 2520	100	100
Lot 2521	100	100
Lot 2522	100	100
Lot 2523	100	100
Lot 2524	100	100
Lot 2525	100	100
Lot 2526	100	100
Lot 2527	100	100
Lot 2528	100	100
Lot 2529	100	100
Lot 2530	100	100
Lot 2531	100	100
Lot 2532	100	100
Lot 2533	100	100
Lot 2534	100	100
Lot 2535	100	100
Lot 2536	100	100
Lot 2537	100	100
Lot 2538	100	100
Lot 2539	100	100
Lot 2540	100	100

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Land Parcel	Entitlement	Liability
Lot 2541	100	100
Lot 2542	100	100
Lot 2543	100	100
Lot 2544	100	100
Lot 2545	100	100
Lot 2546	100	100
Lot 2547	100	100
Lot 2548	100	100
Lot 2549	100	100
Lot 2550	100	100
Lot 2551	100	100
Lot 2552	100	100
Lot 2553	100	100
Lot 2554	100	100
Lot 2555	100	100
Lot 2601	100	100
Lot 2602	100	100
Lot 2603	100	100
Lot 2604	100	100
Lot 2605	100	100
Lot 2606	100	100
Lot 2607	100	100
Lot 2608	100	100
Lot 2609	100	100
Lot 2610	100	100
Lot 2611	100	100
Lot 2612	100	100
Lot 2613	100	100
Lot 2614	100	100

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Land Parcel	Entitlement	Liability
Lot 2615	100	100
Lot 2616	100	100
Lot 2617	100	100
Lot 2618	100	100
Lot 2619	100	100
Lot 2620	100	100
Lot 2621	100	100
Lot 2622	100	100
Lot 2623	100	100
Lot 2624	100	100
Lot 2625	100	100
Lot 2626	100	100
Lot 2627	100	100
Lot 2628	100	100
Lot 2629	100	100
Lot 2630	100	100
Lot 2631	100	100
Lot 2632	100	100
Lot 2633	100	100
Lot 2634	100	100
Lot 2635	100	100
Lot 2636	100	100
Lot 2637	100	100
Lot 2638	100	100
Lot 2639	100	100
Lot 2640	100	100
Lot 2641	100	100
Lot 2642	100	100
Lot 2643	100	100

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Land Parcel	Entitlement	Liability
Lot 2644	100	100
Lot 2645	100	100
Lot 2646	100	100
Lot 2647	100	100
Lot 2648	100	100
Lot 2649	100	100
Lot 2650	100	100
Lot 2651	100	100
Lot 2652	100	100
Lot 2653	100	100
Lot 2654	100	100
Lot 2655	100	100
Lot 2656	100	100
Lot 2657	100	100
Lot 2658	100	100
Lot 2659	100	100
Lot 2660	100	100
Lot 2661	100	100
Lot 2662	100	100
Lot 2663	100	100
Lot 2664	100	100
Lot 2665	100	100
Lot 2666	100	100
Lot 2667	100	100
Lot 2668	100	100
Lot 2669	100	100
Lot 2670	100	100
Lot 2671	100	100
Lot 2672	100	100

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Land Parcel	Entitlement	Liability
Lot 2673	100	100
Lot 2674	100	100
Lot 2701	100	100
Lot 2702	100	100
Lot 2703	100	100
Lot 2704	100	100
Lot 2705	100	100
Lot 2706	100	100
Lot 2707	100	100
Lot 2708	100	100
Lot 2709	100	100
Lot 2710	100	100
Lot 2711	100	100
Lot 2712	100	100
Lot 2713	100	100
Lot 2714	100	100
Lot 2715	100	100
Lot 2716	100	100
Lot 2717	100	100
Lot 2718	100	100
Lot 2719	100	100
Lot 2720	100	100
Lot 2721	100	100
Lot 2722	100	100
Lot 2723	100	100
Lot 2724	100	100
Lot 2725	100	100
Lot 2726	100	100
Lot 2727	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2728	100	100
Lot 2729	100	100
Lot 2730	100	100
Lot 2731	100	100
Lot 2732	100	100
Lot 2733	100	100
Lot 2734	100	100
Lot 2735	100	100
Lot 2736	100	100
Lot 2737	100	100
Lot 2738	100	100
Lot 2739	100	100
Lot 2740	100	100
Lot 2741	100	100
Lot 2742	100	100
Lot 2743	100	100
Lot 2744	100	100
Lot 2745	100	100
Lot 2746	100	100
Lot 2747	100	100
Lot 2748	100	100
Lot 2749	100	100
Lot 2750	100	100
Lot 2751	100	100
Lot 2752	100	100
Lot 2753	100	100
Lot 2754	100	100
Lot 2755	100	100
Lot 2756	100	100

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Land Parcel	Entitlement	Liability
Lot 2757	100	100
Lot 2758	100	100
Lot 2759	100	100
Lot 2760	100	100
Lot 2761	100	100
Lot 2762	100	100
Lot 2763	100	100
Lot 2764	100	100
Lot 2765	100	100
Lot 2766	100	100
Lot 2767	100	100
Lot 2768	100	100
Lot 2769	100	100
Lot 2770	100	100
Lot 2771	100	100
Lot 2801	100	100
Lot 2802	100	100
Lot 2803	100	100
Lot 2804	100	100
Lot 2805	100	100
Lot 2806	100	100
Lot 2807	100	100
Lot 2808	100	100
Lot 2809	100	100
Lot 2810	100	100
Lot 2811	100	100
Lot 2812	100	100
Lot 2813	100	100
Lot 2814	100	100

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Land Parcel	Entitlement	Liability
Lot 2815	100	100
Lot 2816	100	100
Lot 2817	100	100
Lot 2818	100	100
Lot 2819	100	100
Lot 2820	100	100
Lot 2821	100	100
Lot 2822	100	100
Lot 2823	100	100
Lot 2824	100	100
Lot 2825	100	100
Lot 2826	100	100
Lot 2827	100	100
Lot 2828	100	100
Lot 2829	100	100
Lot 2830	100	100
Lot 2831	100	100
Lot 2832	100	100
Lot 2833	100	100
Lot 2834	100	100
Lot 2835	100	100
Lot 2836	100	100
Lot 2837	100	100
Lot 2838	100	100
Lot 2839	100	100
Lot 2840	100	100
Lot 2841	100	100
Lot 2842	100	100
Lot 2843	100	100

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Land Parcel	Entitlement	Liability
Lot 2844	100	100
Lot 2845	100	100
Lot 2846	100	100
Lot 2847	100	100
Lot 2901	100	100
Lot 2902	100	100
Lot 2903	100	100
Lot 2904	100	100
Lot 2905	100	100
Lot 2906	100	100
Lot 2907	100	100
Lot 2908	100	100
Lot 2909	100	100
Lot 2910	100	100
Lot 2911	100	100
Lot 2912	100	100
Lot 2913	100	100
Lot 2914	100	100
Lot 2915	100	100
Lot 2916	100	100
Lot 2917	100	100
Lot 2918	100	100
Lot 2919	100	100
Lot 2920	100	100
Lot 2921	100	100
Lot 2922	100	100
Lot 2923	100	100
Lot 2924	100	100
Lot 2925	100	100

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Land Parcel	Entitlement	Liability
Lot 2926	100	100
Lot 2927	100	100
Lot 2928	100	100
Lot 2929	100	100
Lot 2930	100	100
Lot 2931	100	100
Lot 2932	100	100
Lot 2933	100	100
Lot 2934	100	100
Lot 2935	100	100
Lot 2936	100	100
Lot 2937	100	100
Lot 2938	100	100
Lot 2939	100	100
Lot 2940	100	100
Lot 2941	100	100
Lot 2942	100	100
Lot 2943	100	100
Lot 2944	100	100
Lot 2945	100	100
Lot 2946	100	100
Lot 2947	100	100
Lot 2948	100	100
Lot 2949	100	100
Lot 2950	100	100
Lot 2951	100	100
Lot 2952	100	100
Lot 2953	100	100
Lot 2954	100	100

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Land Parcel	Entitlement	Liability
Lot 2955	100	100
Lot 2956	100	100
Lot 2957	100	100
Lot 2958	100	100
Lot 2959	100	100
Lot 2960	100	100
Lot 2961	100	100
Lot 2962	100	100
Lot 3001	100	100
Lot 3002	100	100
Lot 3003	100	100
Lot 3004	100	100
Lot 3005	100	100
Lot 3006	100	100
Lot 3007	100	100
Lot 3008	100	100
Lot 3009	100	100
Lot 3010	100	100
Lot 3011	100	100
Lot 3012	100	100
Lot 3013	100	100
Lot 3014	100	100
Lot 3015	100	100
Lot 3016	100	100
Lot 3017	100	100
Lot 3018	100	100
Lot 3019	100	100
Lot 3020	100	100
Lot 3021	100	100

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Land Parcel	Entitlement	Liability
Lot 3022	100	100
Lot 3023	100	100
Lot 3024	100	100
Lot 3025	100	100
Lot 3026	100	100
Lot 3027	100	100
Lot 3028	100	100
Lot 3029	100	100
Lot 3030	100	100
Lot 3031	100	100
Lot 3032	100	100
Lot 3033	100	100
Lot 3034	100	100
Lot 3035	100	100
Lot 3036	100	100
Lot 3037	100	100
Lot 3038	100	100
Lot 3039	100	100
Lot 3040	100	100
Lot 3041	100	100
Lot 3042	100	100
Lot 3043	100	100
Lot 3044	100	100
Lot 3045	100	100
Lot 3046	100	100
Lot 3047	100	100
Lot 3048	100	100
Lot 3049	100	100
Lot 3050	100	100

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Land Parcel	Entitlement	Liability
Lot 3051	100	100
Lot 3052	100	100
Lot 3053	100	100
Lot 3054	100	100
Lot 3055	100	100
Lot 3056	100	100
Lot 3057	100	100
Lot 3101	100	100
Lot 3102	100	100
Lot 3103	100	100
Lot 3104	100	100
Lot 3105	100	100
Lot 3106	100	100
Lot 3107	100	100
Lot 3108	100	100
Lot 3109	100	100
Lot 3110	100	100
Lot 3111	100	100
Lot 3112	100	100
Lot 3113	100	100
Lot 3114	100	100
Lot 3115	100	100
Lot 3116	100	100
Lot 3117	100	100
Lot 3118	100	100
Lot 3119	100	100
Lot 3120	100	100
Lot 3121	100	100
Lot 3122	100	100

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Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS611333Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3123	100	100
Lot 3124	100	100
Lot 3125	100	100
Lot 3126	100	100
Lot 3127	100	100
Lot 3128	100	100
Lot 3129	100	100
Lot 3130	100	100
Lot 3131	100	100
Lot 3132	100	100
Lot 3133	100	100
Lot 3134	100	100
Lot 3135	100	100
Lot 3136	100	100
Lot 3137	100	100
Lot 3138	100	100
Lot 3139	100	100
Lot 3140	100	100
Lot 3141	100	100
Lot 3142	100	100
Lot 3143	100	100
Lot 3144	100	100
Lot 3145	100	100
Lot 3146	100	100
Lot 3147	100	100
Lot 3148	100	100
Lot 3149	100	100
Lot 3150	100	100
Lot 3151	100	100

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OWNERS CORPORATION 1
PLAN NO. PS611333Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3152	100	100
Lot 3153	100	100
Lot 3154	100	100
Lot 3155	100	100
Lot 3156	100	100
Lot 3157	100	100
Lot 3158	100	100
Lot 3159	100	100
Lot 3160	100	100
Lot 3161	100	100
Lot 3162	100	100
Lot 3163	100	100
Lot 3164	100	100
Lot 3165	100	100
Lot 3166	100	100
Lot 3201	100	100
Lot 3202	100	100
Lot 3203	100	100
Lot 3204	100	100
Lot 3205	100	100
Lot 3206	100	100
Lot 3207	100	100
Lot 3208	100	100
Lot 3209	100	100
Lot 3210	100	100
Lot 3211	100	100
Lot 3212	100	100
Lot 3213	100	100
Lot 3214	100	100

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Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS611333Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3215	100	100
Lot 3216	100	100
Lot 3217	100	100
Lot 3218	100	100
Lot 3219	100	100
Lot 3220	100	100
Lot 3221	100	100
Lot 3222	100	100
Lot 3223	100	100
Lot 3224	100	100
Lot 3225	100	100
Lot 3226	100	100
Lot 3227	100	100
Lot 3228	100	100
Lot 3229	100	100
Lot 3230	100	100
Lot 3231	100	100
Lot 3232	100	100
Lot 3233	100	100
Lot 3234	100	100
Lot 3235	100	100
Lot 3236	100	100
Lot 3237	100	100
Lot 3238	100	100
Lot 3239	100	100
Lot 3240	100	100
Lot 3241	100	100
Lot 3242	100	100
Lot 3243	100	100

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Department of Transport and Planning

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OWNERS CORPORATION 1
PLAN NO. PS611333Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3244	100	100
Lot 3245	100	100
Lot 3246	100	100
Lot 3247	100	100
Lot 3248	100	100
Lot 3249	100	100
Lot 3250	100	100
Lot 3251	100	100
Lot 3252	100	100
Lot 3253	100	100
Lot 3254	100	100
Lot 3301	100	100
Lot 3302	100	100
Lot 3303	100	100
Lot 3304	100	100
Lot 3305	100	100
Lot 3306	100	100
Lot 3307	100	100
Lot 3308	100	100
Lot 3309	100	100
Lot 3310	100	100
Lot 3311	100	100
Lot 3312	100	100
Lot 3313	100	100
Lot 3314	100	100
Lot 3315	100	100
Lot 3316	100	100
Lot 3317	100	100
Lot 3318	100	100

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OWNERS CORPORATION 1
PLAN NO. PS611333Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3319	100	100
Lot 3320	100	100
Lot 3321	100	100
Lot 3322	100	100
Lot 3323	100	100
Lot 3324	100	100
Lot 3325	100	100
Lot 3326	100	100
Lot 3327	100	100
Lot 3328	100	100
Lot 3329	100	100
Lot 3330	100	100
Lot 3331	100	100
Lot 3332	100	100
Lot 3333	100	100
Lot 3334	100	100
Lot 3335	100	100
Lot 3336	100	100
Lot 3337	100	100
Lot 3338	100	100
Lot 3339	100	100
Lot 3340	100	100
Lot 3341	100	100
Lot 3342	100	100
Lot 3343	100	100
Lot 3344	100	100
Lot 3345	100	100
Lot 3346	100	100
Lot 3347	100	100

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Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS611333Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3401	100	100
Lot 3402	100	100
Lot 3403	100	100
Lot 3404	100	100
Lot 3405	100	100
Lot 3406	100	100
Lot 3407	100	100
Lot 3408	100	100
Lot 3409	100	100
Lot 3410	100	100
Lot 3411	100	100
Lot 3412	100	100
Lot 3413	100	100
Lot 3414	100	100
Lot 3415	100	100
Lot 3416	100	100
Lot 3417	100	100
Lot 3418	100	100
Lot 3419	100	100
Lot 3420	100	100
Lot 3421	100	100
Lot 3422	100	100
Lot 3423	100	100
Lot 3424	100	100
Lot 3425	100	100
Lot 3426	100	100
Lot 3427	100	100
Lot 3428	100	100
Lot 3429	100	100

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OWNERS CORPORATION 1
PLAN NO. PS611333Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3430	100	100
Lot 3431	100	100
Lot 3432	100	100
Lot 3433	100	100
Lot 3434	100	100
Lot 3435	100	100
Lot 3436	100	100
Lot 3437	100	100
Lot 3438	100	100
Lot 3439	100	100
Lot 3440	100	100
Lot 3441	100	100
Lot 3442	100	100
Lot 3443	100	100
Lot 3444	100	100
Lot 3445	100	100
Lot 3446	100	100
Lot 3447	100	100
Lot 3448	100	100
Lot 3449	100	100
Lot 3450	100	100
Lot 3451	100	100
Lot 3452	100	100
Lot 3453	100	100
Lot 3454	100	100
Lot 3455	100	100
Lot 3456	100	100
Lot 3457	100	100
Lot 3458	100	100

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OWNERS CORPORATION 1
PLAN NO. PS611333Q

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3459	100	100
Lot 3460	100	100
Lot 3461	100	100
Lot 3462	100	100
Lot 3463	100	100
Lot 3501	100	100
Lot 3502	100	100
Lot 3503	100	100
Lot 3504	100	100
Lot 3505	100	100
Lot 3506	100	100
Lot 3507	100	100
Lot 3508	100	100
Lot 3509	100	100
Lot 3510	100	100
Lot 3511	100	100
Lot 3512	100	100
Lot 3513	100	100
Lot 3514	100	100
Lot 3515	100	100
Lot 3516	100	100
Lot 3517	100	100
Lot 3518	100	100
Lot 3519	100	100
Lot 3520	100	100
Lot 3521	100	100
Lot 3522	100	100
Lot 3523	100	100
Lot 3524	100	100

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OWNERS CORPORATION 1
PLAN NO. PS611333Q

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3525	100	100
Lot 3526	100	100
Lot 3527	100	100
Lot 3528	100	100
Lot 3529	100	100
Lot 3530	100	100
Lot 3531	100	100
Lot 3532	100	100
Lot 3533	100	100
Lot 3534	100	100
Lot 3535	100	100
Lot 3536	100	100
Lot 3537	100	100
Lot 3538	100	100
Lot 3539	100	100
Lot 3540	100	100
Lot 3541	100	100
Lot 3542	100	100
Lot 3543	100	100
Lot 3544	100	100
Lot 3545	100	100
Lot 3546	100	100
Lot 3547	100	100
Lot 3548	100	100
Lot 3549	100	100
Lot 3550	100	100
Lot 3551	100	100
Lot 3552	100	100
Lot 3553	100	100

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OWNERS CORPORATION 1
PLAN NO. PS611333Q

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3554	100	100
Lot 3555	100	100
Lot 3556	100	100
Lot 3557	100	100
Lot 3558	100	100
Lot 3559	100	100
Lot 3560	100	100
Lot 3561	100	100
Lot 3562	100	100
Lot 3563	100	100
Lot 3564	100	100
Lot 3565	100	100
Lot 3566	100	100
Lot 3567	100	100
Lot 3568	100	100
Lot 3569	100	100
Lot 3570	100	100
Lot 3571	100	100
Lot 3572	100	100
Lot 3573	100	100
Lot 3574	100	100
Lot 3575	100	100
Lot 3576	100	100
Lot 3577	100	100
Lot 3578	100	100
Lot 3579	100	100
Lot 3580	100	100
Lot 3581	100	100
Lot 3582	100	100

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OWNERS CORPORATION 1
PLAN NO. PS611333Q

Entitlement and Liability:
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Land Parcel	Entitlement	Liability
Lot 3583	100	100
Lot 3584	100	100
Lot 3585	100	100
Lot C	150	1
Lot T1	1	1
Lot U	1	1
Total	**198052.00**	**197903.00**

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.

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Document Identification	**PS611333Q**
Number of Pages (excluding this cover sheet)	**98**
Document Assembled	**18/09/2026 12:11**

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PLAN OF SUBDIVISION

LRS USE ONLY
EDITION 55

PLAN NUMBER
PS 611333Q

LOCATION OF LAND

PARISH: DEUTGAM

SECTION: 23 (PART)

SECTION: 24

CROWN ALLOTMENT: B (PART)

CROWN PORTION: A (PART)

TITLE REFERENCES: VOL9627 FOL179, VOL9627 FOL180, VOL9627 FOL182, VOL11030 FOL528

LAST PLAN REFERENCE: LOTS 1, 2, 3 & 4 ON LP200002X

POSTAL ADDRESS: (at time of subdivision) POINT COOK HOMESTEAD ROAD POINT COOK, 3030

MGA CO-ORDINATES: (of approx. centre of plan) E: 304 800 N: 5 801 670 ZONE: 55 DATUM: GDA 94

VESTING OF ROADS OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
ROADS R1 TO R23 (BI), R25 TO R29 (BI), R31 TO R35 (BI), R40, R41, R72, R121, R131, R162, R221, R241, R261, R271 TO R273 (BI), R291, R341, R351	WYNDHAM CITY COUNCIL
RESERVE No's 1, 30, 31, 43, 74, 94, 112, 134, 153, 222, 242, 292, 352, 401	POWERCOR AUSTRALIA LIMITED
RESERVE No's 2, 41, 42, 51, 52, 53, 54, 61, 71, 72, 73, 75, 91, 92, 93, 101, 111, 121, 131, 132, 133, 141, 151, 152, 154, 155, 221, 241, 281, 291, 293, 321, 322, 333, 351	WYNDHAM CITY COUNCIL

DEPTH LIMITATION NIL -THE EXCEPTION AS TO ALL COAL AND LIGNITE AND ALL MINES THEREOF LYING BELOW A DEPTH OF 15.24m BELOW THE SURFACE SET OUT IN TRANSFER 965459

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: WYNDHAM CITY COUNCIL **REF:**

1. THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988.
2. THIS PLAN IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988. DATE OF ORIGINAL CERTIFICATION UNDER SECTION 6 / / .
3. THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988.

OPEN SPACE

(i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 HAS / HAS NOT BEEN MADE.

(ii) THE REQUIREMENT HAS BEEN SATISFIED.

(iii) THE REQUIREMENT IS TO BE SATISFIED IN STAGE

COUNCIL DELEGATE

COUNCIL SEAL

DATE / / .

RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988

COUNCIL DELEGATE

COUNCIL SEAL

DATE / / .

APPLIES TO MASTER PLAN (STAGE 1) ONLY

NOTATIONS

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS.
FOR DETAILS OF OWNERS CORPORATION(S) INCLUDING PURPOSE, RESPONSIBILITY AND ENTITLEMENT AND LIABILITY
SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION RULES AND OWNERS CORPORATION ADDITIONAL INFORMATION
RESERVE No.221 IS ENCUMBERED BY EASEMENT (E-13)

COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT THE LAND CONTAINED WITHIN THE LOTS, ROADS AND RESERVES

STAGING THIS IS A STAGED SUBDIVISION PLANNING PERMIT No.

ESTATE: SALTWATER COAST

MEL: 208:F:11

BUILDING ENVELOPE DIAGRAMS FOR LOTS 761 TO 766 (BI) SEE INSTRUMENT PS611333Q/S72, LOTS 808 TO 813 (BI) & 836 TO 841 (BI) SEE INSTRUMENT PS611333Q/S8, LOTS 901 TO 913 (BI) SEE INSTRUMENT PS611333Q/S9, LOTS 1026 TO 1037 (BI) SEE INSTRUMENT PS611333Q/S10, LOTS 1201 TO 1206 (BI), 1220 TO 1223 (BI) SEE INSTRUMENT PS611333Q/S12, LOTS 1301, 1302, 1303, 1342 TO 1347 (BI) SEE INSTRUMENT PS611333Q/S13, LOTS 1224 TO 1226 (BI), 1239 to 1243 (BI) SEE INSTRUMENT PS611333Q/S121, LOTS 2114 TO 2119 (BI) SEE INSTRUMENT PS611333Q/S21

THIS IS A SPEAR PLAN

TANGENT POINTS ARE SHOWN THUS:

SURVEY: THIS PLAN IS BASED ON SURVEY VIDE BP2354R
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No's 68, 69 & 153
THE LAND IS NOT IN A PROCLAIMED SURVEY AREA

LOTS 1 TO 100 (BI), 188 TO 200 (BI), 271 TO 300 (BI), 360 TO 400 (BI), 457 TO 500 (BI), 549 TO 600 (BI), 661 TO 700 (BI), 768 TO 800 (BI), 856 TO 900 (BI), 941 TO 1000 (BI), 1052 TO 1100 (BI), 1126 TO 1200 (BI), 1207, 1208, 1224 TO 1300 (BI), 1381 TO 1400 (BI), 1453 TO 1500 (BI), 1539 TO 1600 (BI), 1680 TO 1700 (BI), 1739 TO 1800 (BI), 1850 TO 1900 (BI), 1944 TO 2000 (BI), 2044 TO 2100 (BI), 2155 TO 2200 (BI), 2257 TO 2300 (BI), 2352 TO 2400 (BI), 2457 TO 2500 (BI), 2556 TO 2600 (BI), 2675 TO 2700 (BI), 2772 TO 2800 (BI), 2848 TO 2900 (BI), 2963 TO 3000 (BI), 3058 TO 3200 (BI), 3255 TO 3300 (BI), 3348 TO 3400 (BI), 3464 TO 3500 (BI), S1 TO S802 (BI) HAVE BEEN OMITTED FROM THIS PLAN

LRS USE ONLY

STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT

RECEIVED ☐

DATE / /

EASEMENT INFORMATION

SEE SHEETS 2 AND 3 FOR EASEMENT DETAILS

THIS IS A LAND VICTORIA COMPILED PLAN

FOR DETAILS SEE MODIFICATION TABLE HEREIN

Breese Pitt Dixon Pty Ltd
1/19 Cato Street
Hawthorn East Vic 3123
Ph: 8823 2300 Fax: 8823 2310
www.bpd.com.au info@bpd.com.au

CHECKED G COX DATE: 19/07/19

REF: 6847 VERSION: 33

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

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	PLAN OF SUBDIVISION	LR USE ONLY EDITION	PLAN NUMBER PS 611333Q

EASEMENT INFORMATION

SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO LAND AND LOTS IN THIS PLAN

* THE EASEMENT DESCRIBED IN MEMORANDUM OF COMMON PROVISIONS No: MCP AA1107

LEGEND: A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED OR IN FAVOUR OF
(E-1)	DRAINAGE	SEE PLAN	THIS PLAN	LAND IN PS611333Q AND WYNDHAM CITY COUNCIL
(E-1)	SEWERAGE	SEE PLAN	THIS PLAN	CITY WEST WATER LIMITED
(E-2)	WAY, DRAINAGE, SUPPLY OF WATER, TRANSMISSION OF TELECOMMUNICATION SIGNALS BY UNDERGROUND CABLES, ELECTRICITY AND GAS	SEE PLAN	THIS PLAN	LAND IN PS611333Q AND WYNDHAM CITY COUNCIL
(E-2)	SEWERAGE AND SUPPLY OF WATER	SEE PLAN	THIS PLAN	CITY WEST WATER LIMITED
(E-3)	POWERLINE	SEE PLAN	THIS PLAN - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000	POWERCOR AUSTRALIA LIMITED
(E-4) & (E-5)	POWERLINE	SEE PLAN	THIS PLAN - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000	POWERCOR AUSTRALIA LIMITED
(E-4) & (E-5)	DRAINAGE	SEE PLAN		LAND IN PS611333Q AND WYNDHAM CITY COUNCIL
(E-4) & (E-5)	SEWERAGE	SEE PLAN	THIS PLAN	CITY WEST WATER CORPORATION
(E-6)	WAY	SEE PLAN	THIS PLAN	LAND IN PS611333Q AND WYNDHAM CITY COUNCIL
(E-8)	WATER SUPPLY (THROUGH UNDERGROUND PIPES)	SEE PLAN	THIS PLAN	CITY WEST WATER CORPORATION
(E-9)	DRAINAGE	SEE PLAN	THIS PLAN	LAND IN PS611333Q AND WYNDHAM CITY COUNCIL
(E-9)	SEWERAGE	SEE PLAN	THIS PLAN	CITY WEST WATER CORPORATION
(E-9)	* CREATION AND MAINTENANCE OF WETLAND,FLOODWAY & DRAINAGE	SEE PLAN	THIS PLAN	MELBOURNE WATER CORPORATION
(E-10) & (E-22)	* CREATION AND MAINTENANCE OF WETLAND,FLOODWAY & DRAINAGE	SEE PLAN	THIS PLAN	MELBOURNE WATER CORPORATION
(E-11)	SEWERAGE	SEE PLAN	THIS PLAN	CITY WEST WATER CORPORATION
(E-12)	DRAINAGE	SEE PLAN	THIS PLAN	LAND IN PS611333Q AND WYNDHAM CITY COUNCIL
(E-12)	SEWERAGE	SEE PLAN	THIS PLAN	CITY WEST WATER CORPORATION
(E-13)	WETLAND, FLOODWAY, DRAINAGE AND STORMWATER QUALITY MANAGEMENT AS SPECIFIED AND SETOUT IN MCP No. AA2741	SEE PLAN	THIS PLAN	MELBOURNE WATER CORPORATION
(E-14)	DRAINAGE	SEE PLAN	THIS PLAN	LAND IN PS611333Q AND WYNDHAM CITY COUNCIL
(E-15)	DRAINAGE	SEE PLAN	THIS PLAN	LAND IN PS611333Q AND WYNDHAM CITY COUNCIL
(E-15)	POWERLINE	SEE PLAN	THIS PLAN - SECTION 88 OF ELECTRICITY INDUSTRY ACT 2000	POWERCOR AUSTRALIA LTD
(E-16)	DRAINAGE	SEE PLAN	THIS PLAN	LAND IN PS611333Q AND WYNDHAM CITY COUNCIL
(E-16)	SEWERAGE	SEE PLAN	THIS PLAN	CITY WEST WATER CORPORATION
(E-16)	WETLAND, FLOODWAY, DRAINAGE AND STORMWATER QUALITY MANAGEMENT AS SPECIFIED AND SETOUT IN MCP NO:AA2741	SEE PLAN	THIS PLAN	MELBOURNE WATER CORPORATION
(E-17)	WETLAND, FLOODWAY, DRAINAGE AND STORMWATER QUALITY MANAGEMENT AS SPECIFIED AND SETOUT IN MCP NO:AA2741	SEE PLAN	THIS PLAN	MELBOURNE WATER CORPORATION
(E-17)	DRAINAGE	SEE PLAN	THIS PLAN	LAND IN PS611333Q AND WYNDHAM CITY COUNCIL
(E-18)	DRAINAGE	SEE PLAN	THIS PLAN	LAND IN PS611333Q AND WYNDHAM CITY COUNCIL
(E-18)	SEWERAGE	SEE PLAN	THIS PLAN	CITY WEST WATER LIMITED
(E-18)	SEWERAGE	SEE PLAN	THIS PLAN	CITY WEST WATER CORPORATION

SEE SHEET 3 FOR FURTHER EASEMENT DETAILS

Breese Pitt Dixon Pty Ltd
1/19 Cato Street
Hawthorn East Vic 3123
Ph: 8823 2300 Fax: 8823 2310
www.bpd.com.au info@bpd.com.au

REF: 6847 VERSION: 32 ORIGINAL SHEET SIZE A3 SHEET 2

LICENSED SURVEYOR: GLEN VILLELLA

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	PLAN OF SUBDIVISION	LR USE ONLY EDITION	PLAN NUMBER PS 611333Q

EASEMENT INFORMATION (CONTINUED)

LEGEND: A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED OR IN FAVOUR OF
(E-19)	* CREATION AND MAINTENANCE OF WETLAND,FLOODWAY & DRAINAGE	SEE PLAN	THIS PLAN	MELBOURNE WATER CORPORATION
(E-19)	WATER SUPPLY (THROUGH UNDERGROUND PIPES)	SEE PLAN	THIS PLAN	CITY WEST WATER CORPORATION
(E-20)	* CREATION AND MAINTENANCE OF WETLAND,FLOODWAY & DRAINAGE	SEE PLAN	THIS PLAN	MELBOURNE WATER CORPORATION
(E-20)	POWERLINE	SEE PLAN	THIS PLAN - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT	POWERCOR AUSTRALIA LTD
(E-21)	CREATION AND MAINTENANCE OF WETLANDS, FLOODWAY AND DRAINAGE AS SPECIFIED AND SETOUT IN MEMORANDUM OF COMMON PROVISIONS No. AA2741	SEE PLAN	THIS PLAN	MELBOURNE WATER CORPORATION
(E-22)	SEWERAGE	SEE PLAN	AU798358E	CITY WEST WATER

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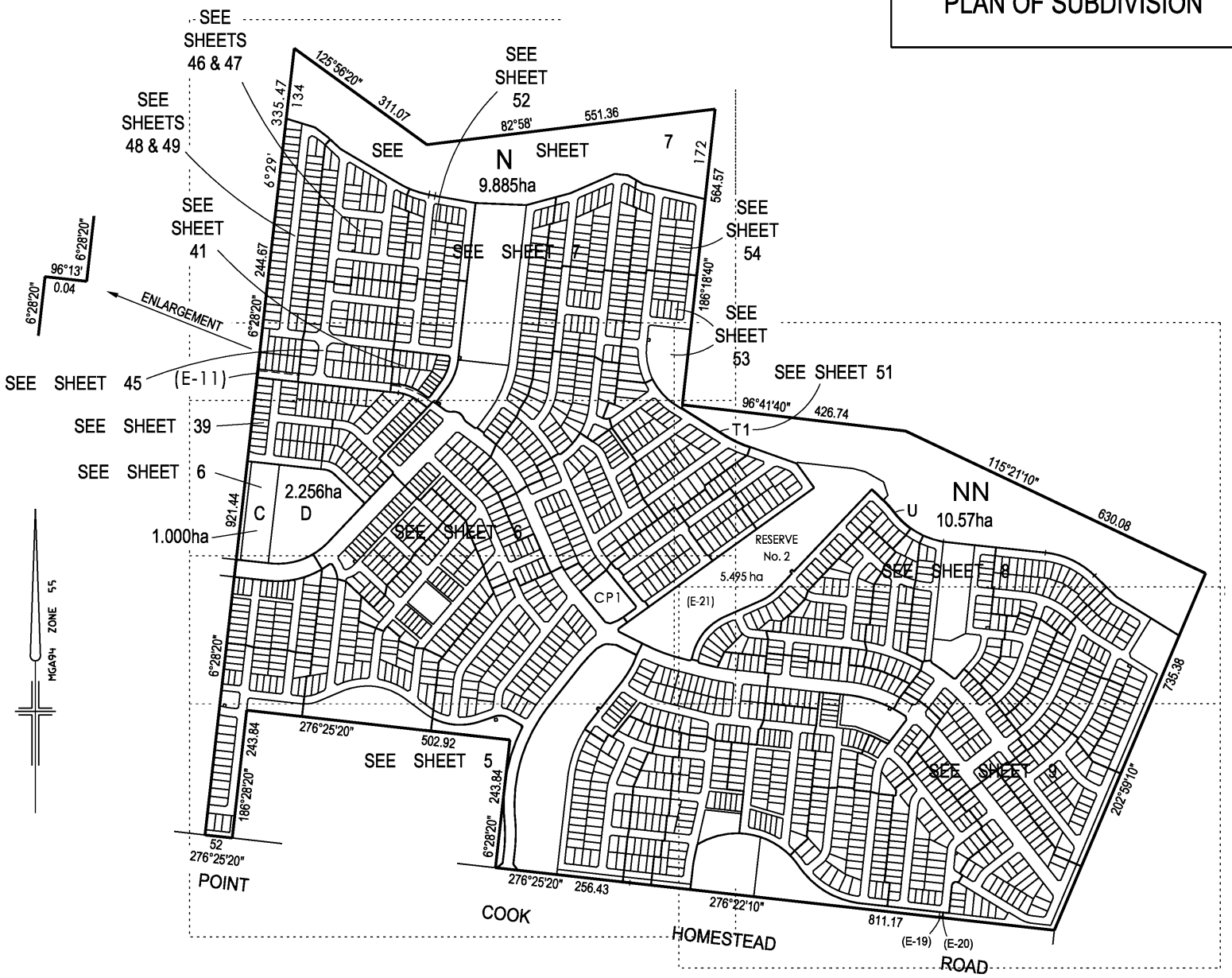
REF: 6847 VERSION: 32 ORIGINAL SHEET SIZE A3 SHEET 3

LICENSED SURVEYOR: GLEN VILLELLA

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



NOTE: RELEVANT EASEMENTS NOT SHOWN ON THIS SHEET

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SCALE		REF: 6847	VERSION: 33	ORIGINAL SHEET SIZE A3	SHEET 4
1:8000	100 0 100 200 300 400 LENGTHS ARE IN METRES	LICENSED SURVEYOR: GLEN VILLELLA			

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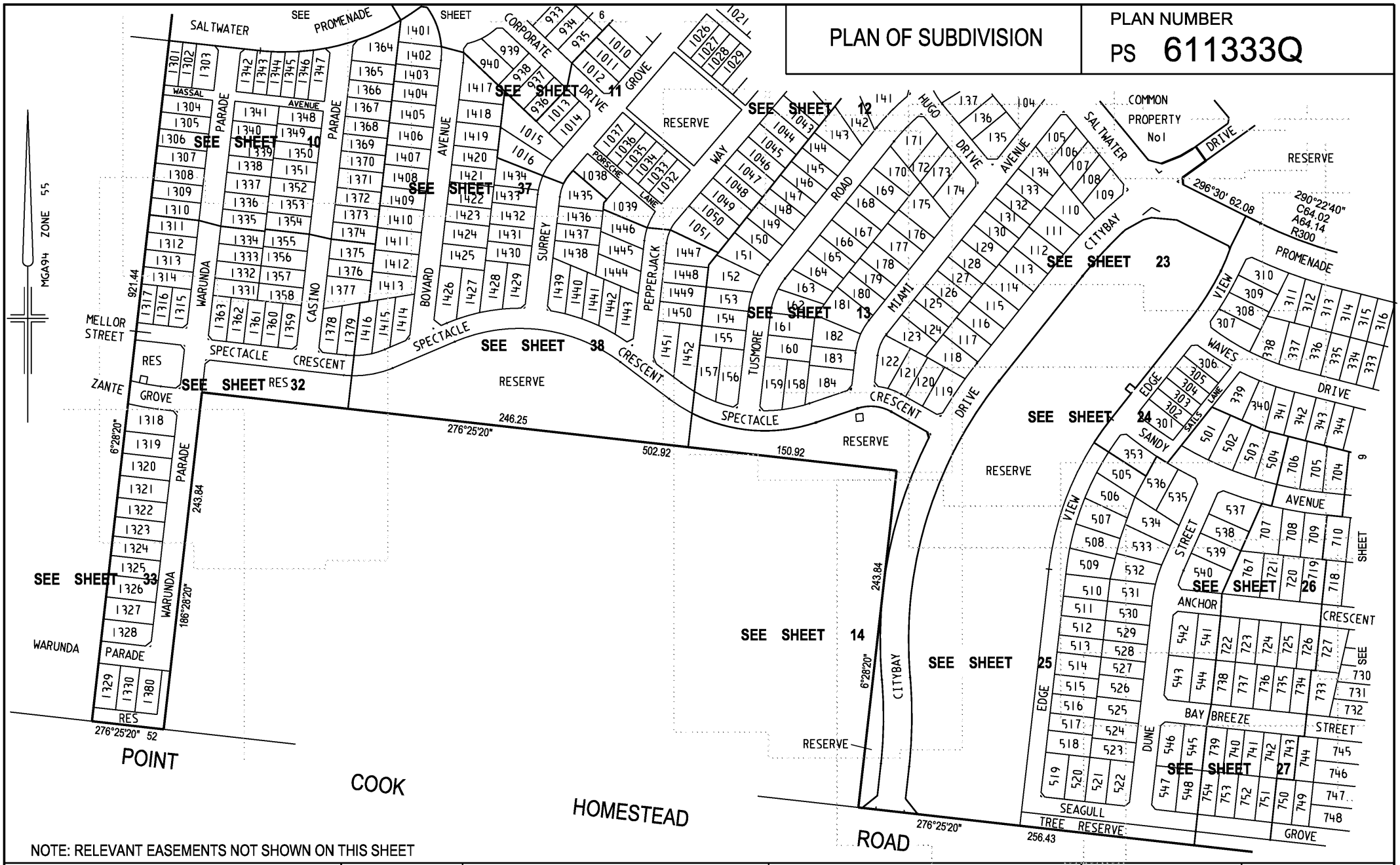
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



NOTE: RELEVANT EASEMENTS NOT SHOWN ON THIS SHEET

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SCALE 1:2500

50 0 50 100
LENGTHS ARE IN METRES

REF: 6847 VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

SHEET 5

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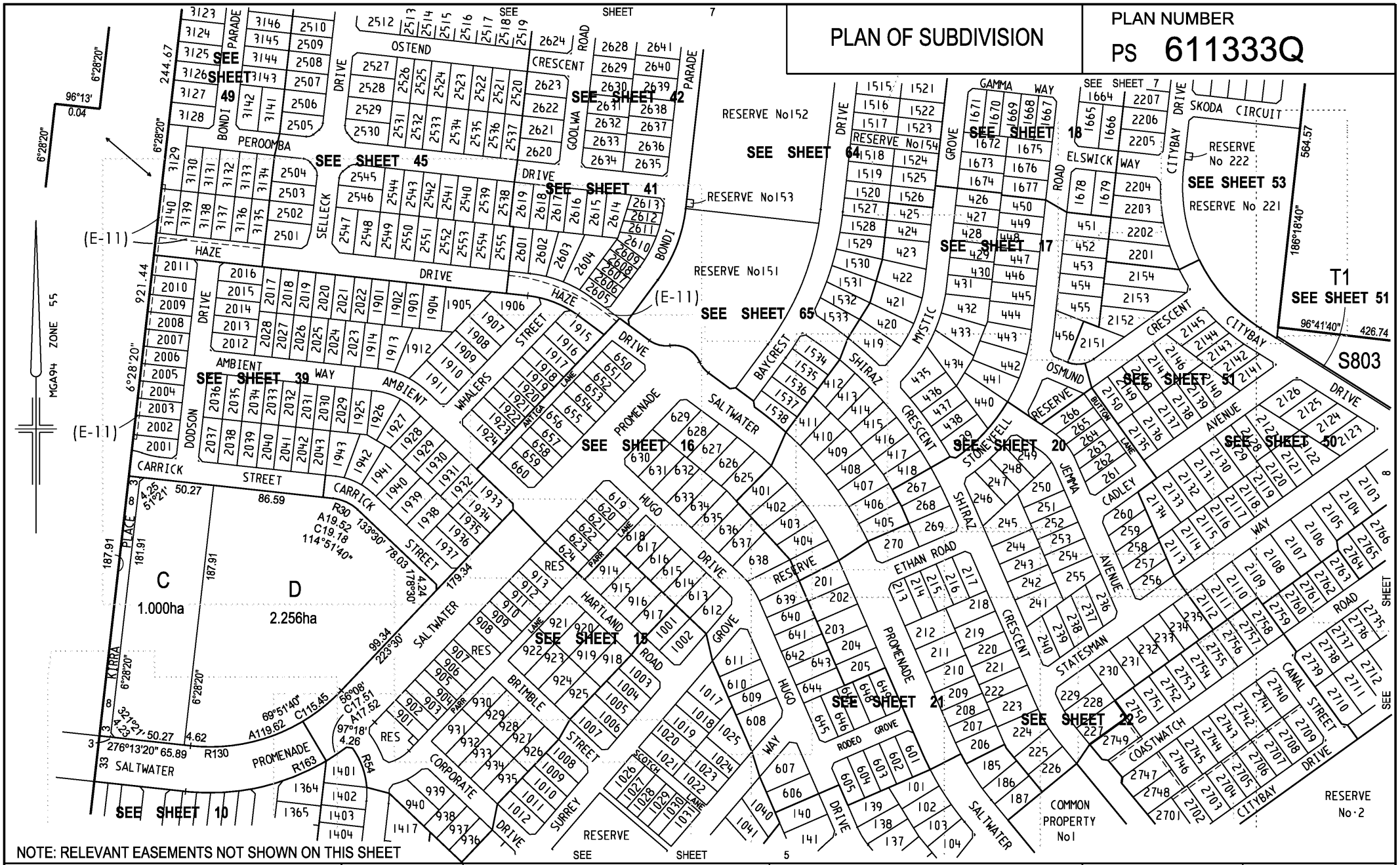
PLAN OF SUBDIVISION

PLAN NUMBER

PS 611333Q



NOTE: RELEVANT EASEMENTS NOT SHOWN ON THIS SHEET

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SCALE 1:2500

50 0 50 100
LENGTHS ARE IN METRES

REF: 6847 VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

SHEET 6

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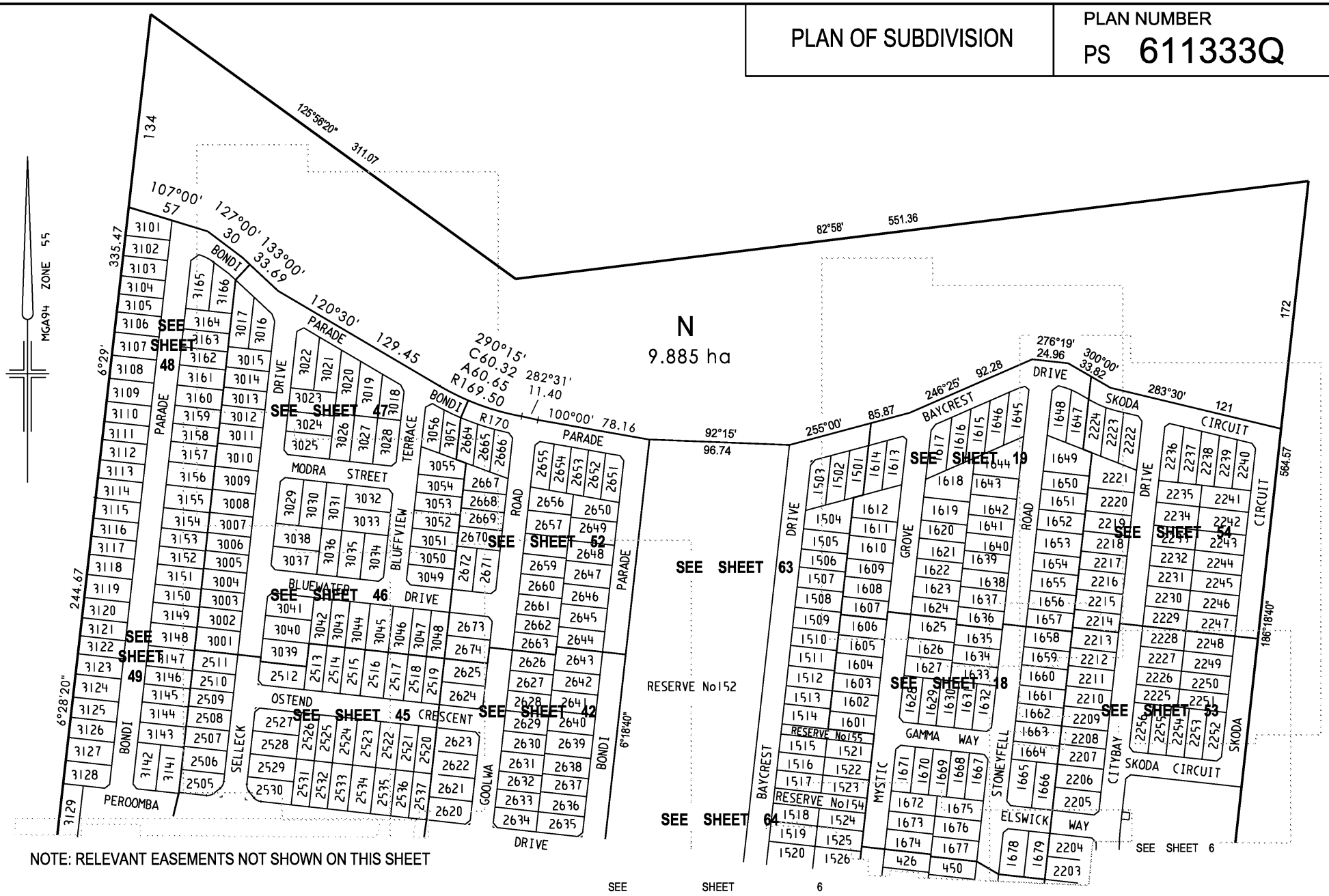
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



NOTE: RELEVANT EASEMENTS NOT SHOWN ON THIS SHEET

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SCALE
1:2500

50 0 50 100
LENGTHS ARE IN METRES

REF: 6847 VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

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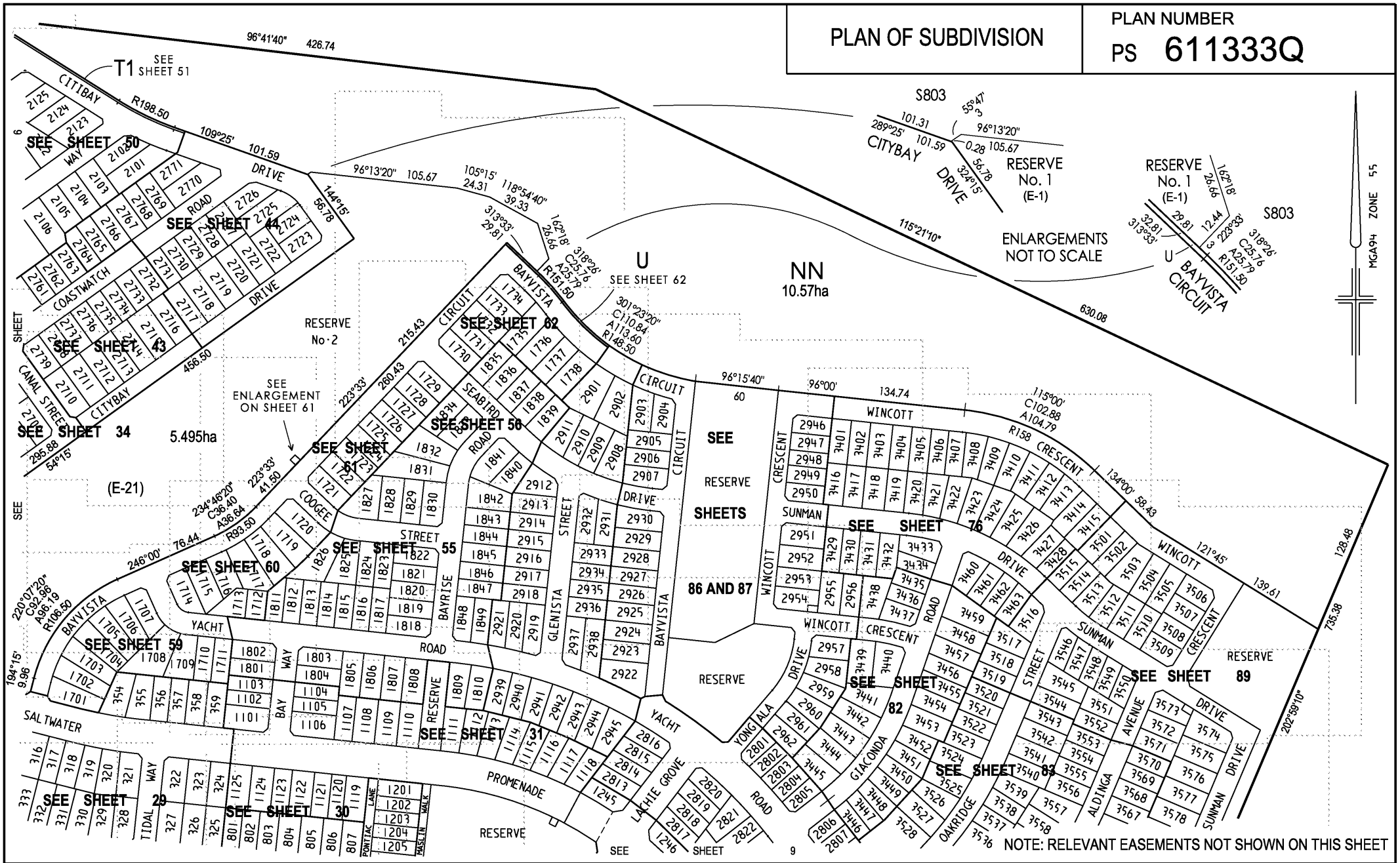
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



NOTE: RELEVANT EASEMENTS NOT SHOWN ON THIS SHEET

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SCALE 1:2500

50 0 50 100
LENGTHS ARE IN METRES

REF: 6847 VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

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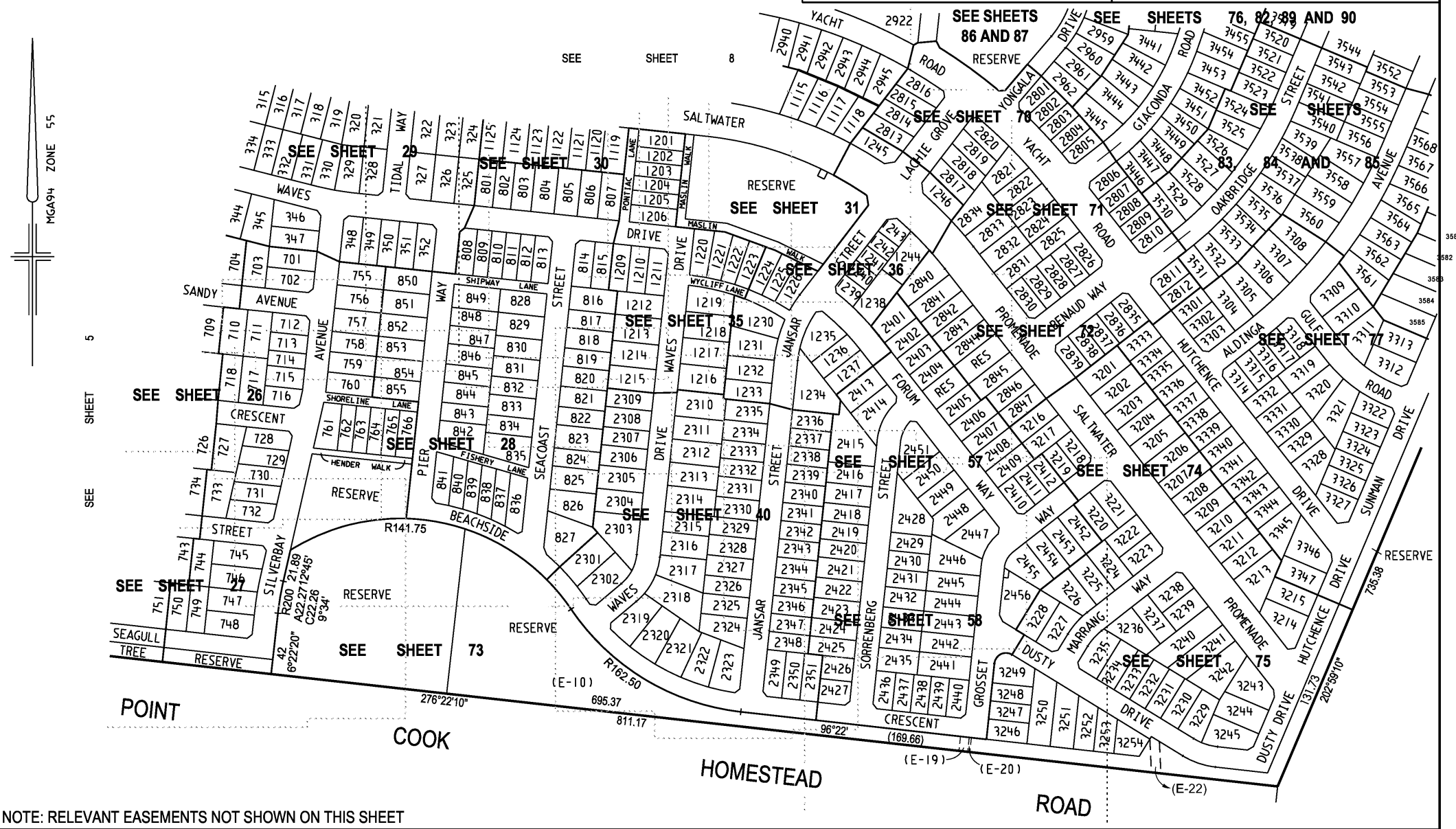
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



NOTE: RELEVANT EASEMENTS NOT SHOWN ON THIS SHEET

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SCALE
1:2500

50 0 50 100
LENGTHS ARE IN METRES

REF: 6847 VERSION: 33

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

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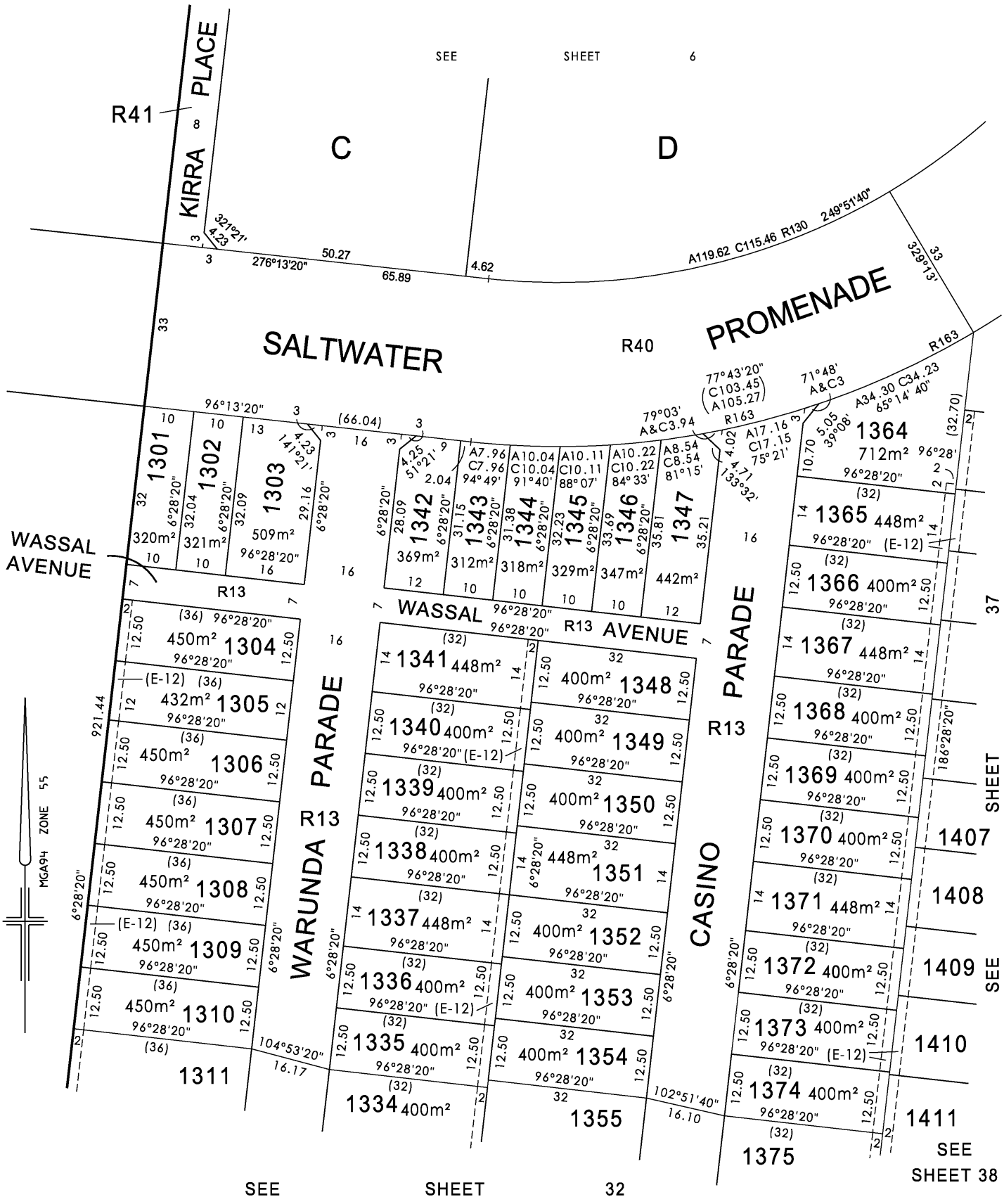
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE		ORIGINAL SHEET SIZE A3	SHEET 10
1:750	10 0 10 20 30 40 LENGTHS ARE IN METRES	REF: 6847	VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

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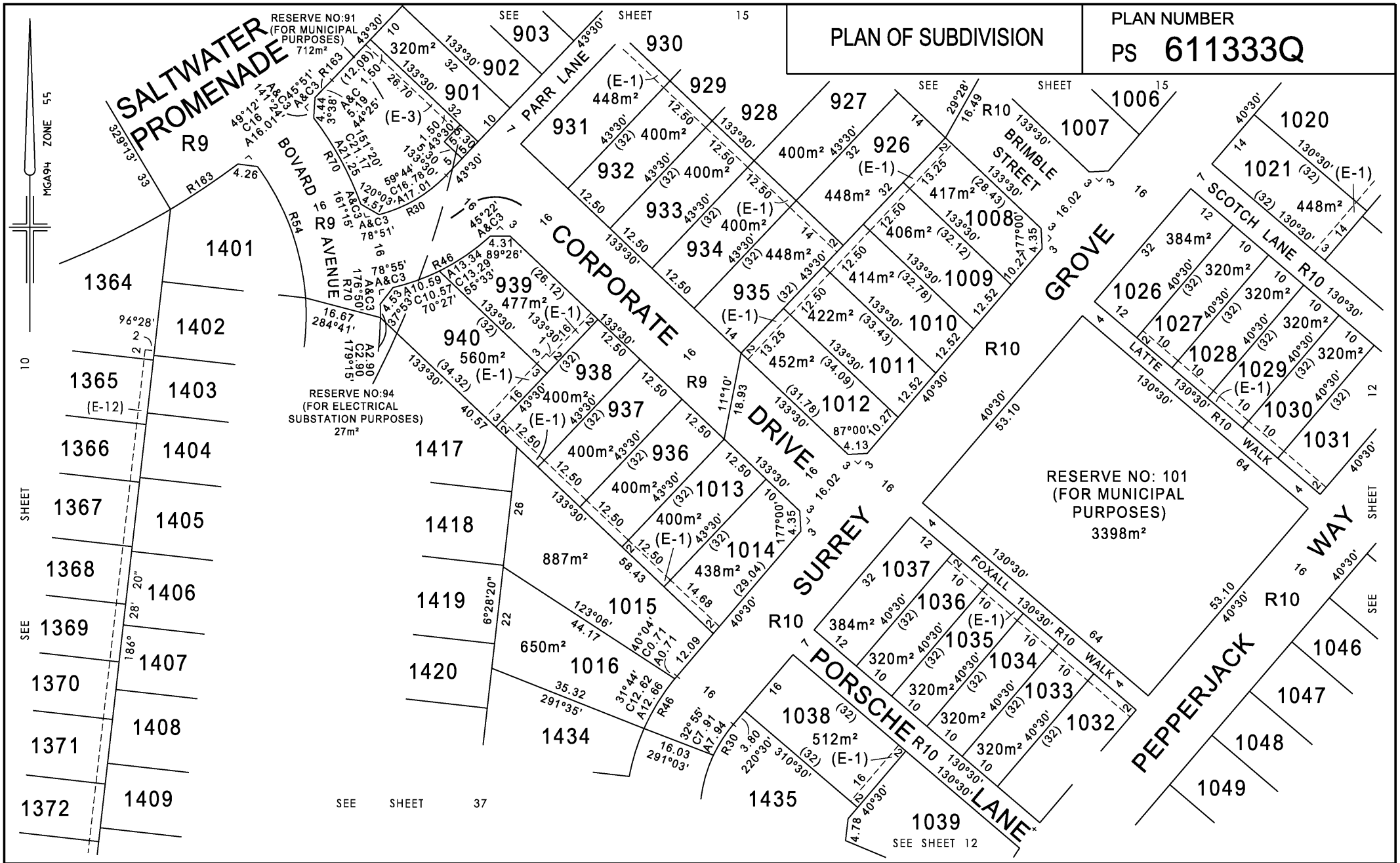
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE
1:750

10 0 10 20 30 40
LENGTHS ARE IN METRES

REF: 6847 VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

SHEET 11

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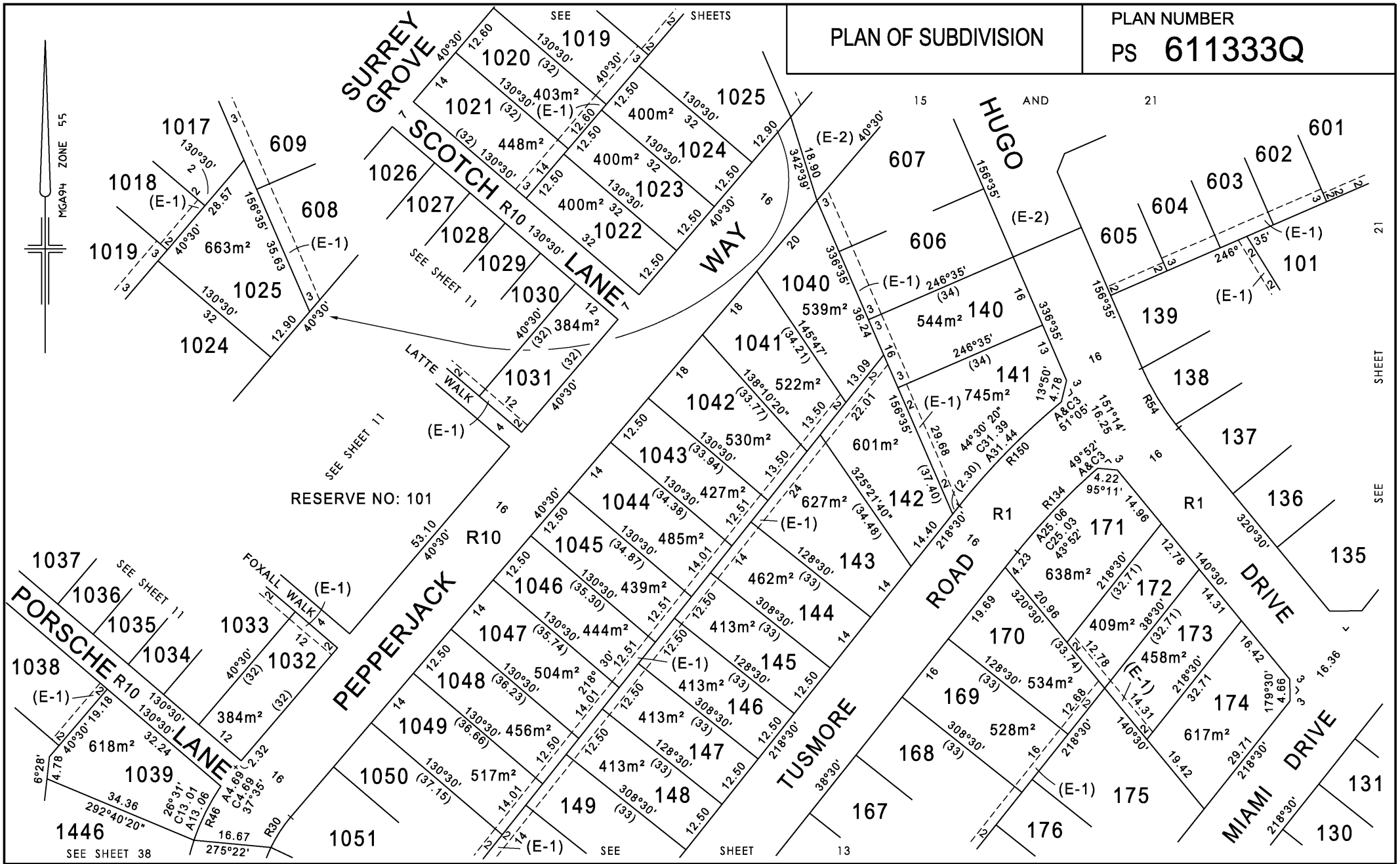
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE
1:750

10 0 10 20 30 40
LENGTHS ARE IN METRES

REF: 6847 VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

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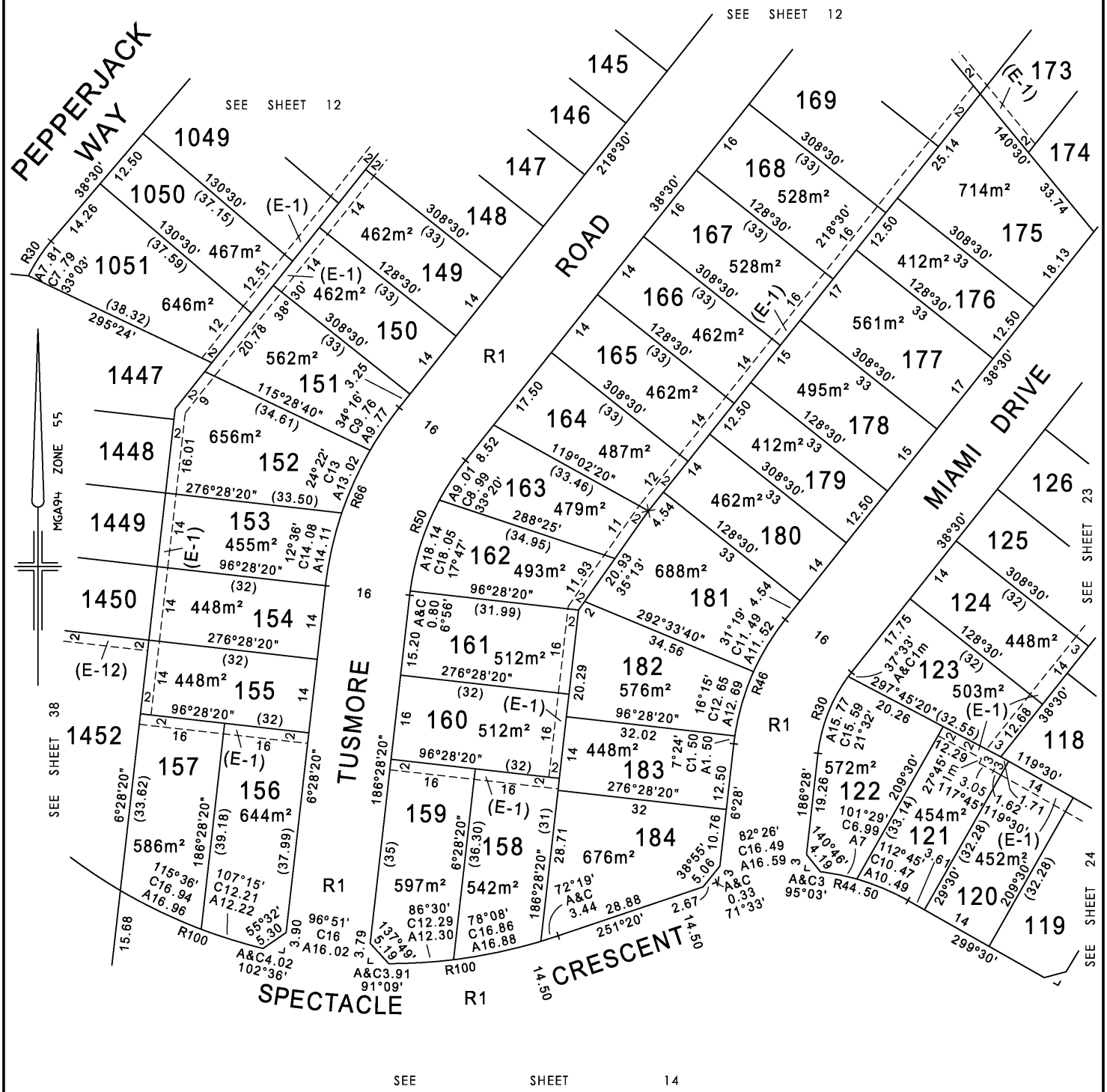
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE		ORIGINAL SHEET SIZE A3	SHEET 13
1:750	10 0 10 20 30 40 LENGTHS ARE IN METRES	REF: 6847	VERSION: 32
	LICENSED SURVEYOR: GLEN VILLELLA		

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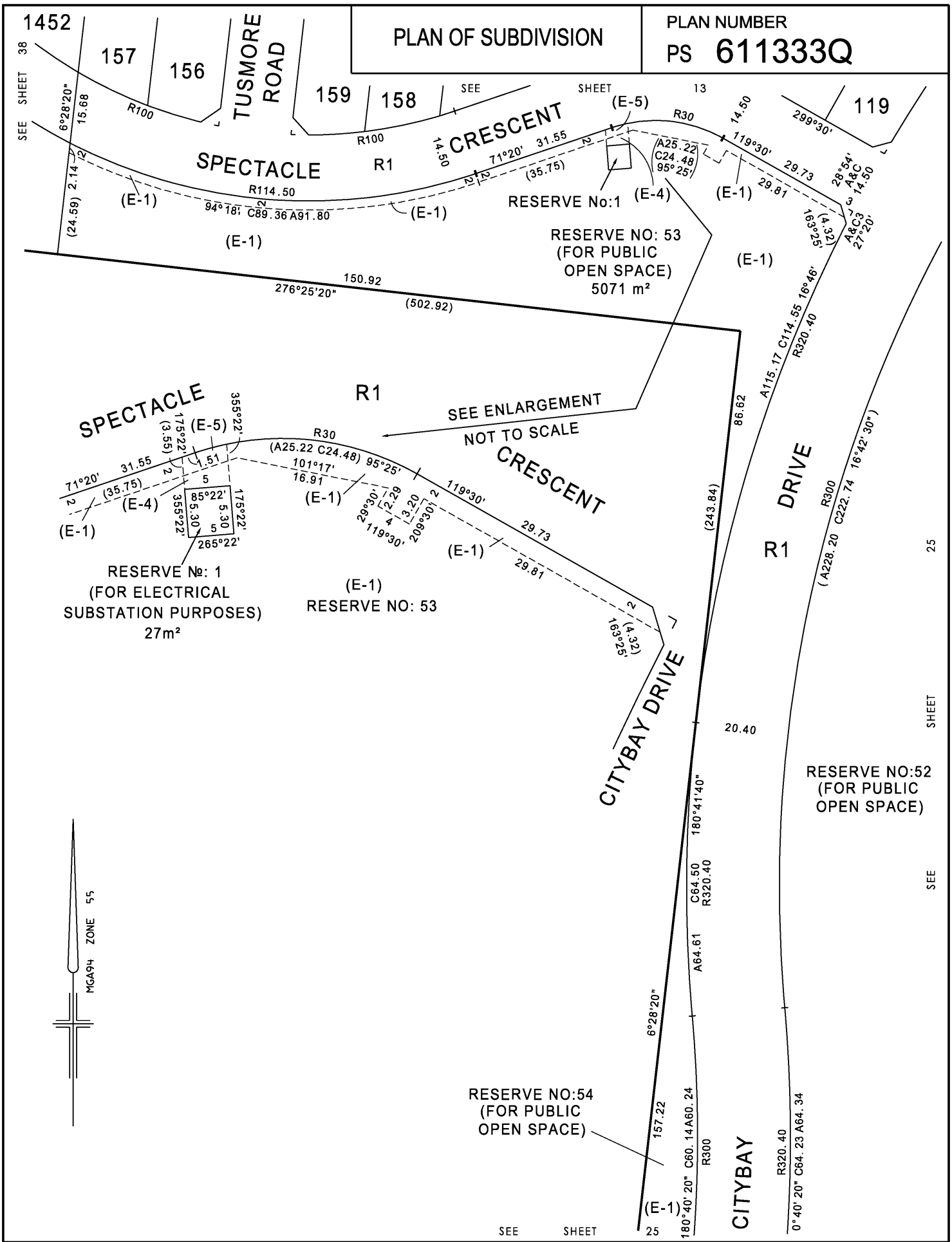
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE 1:750	10 0 10 20 30 40 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 14 REF: 6847 / VERSION: 32
	LICENSED SURVEYOR: GLEN VILLELLA		

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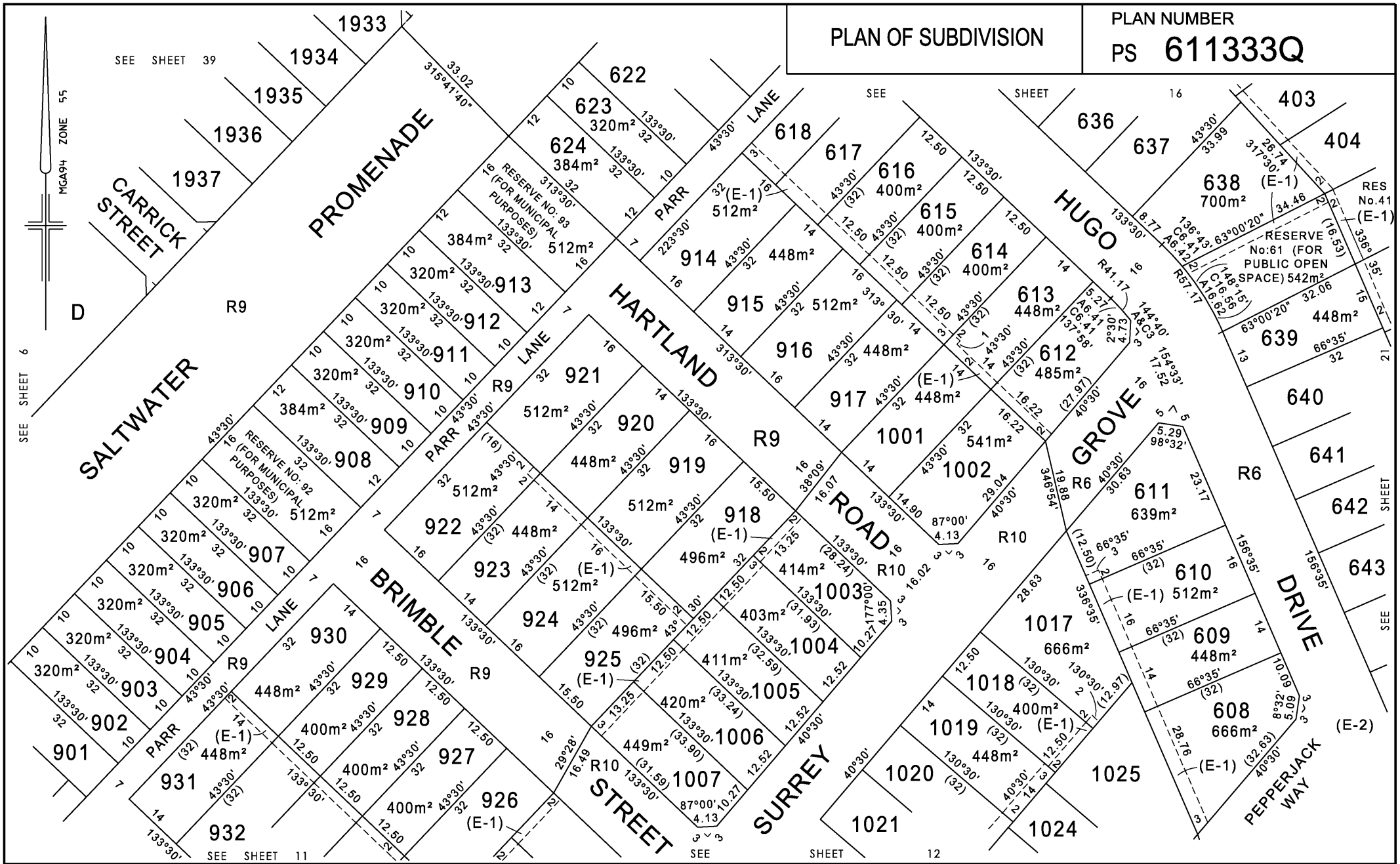
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE
1:750

10 0 10 20 30 40
LENGTHS ARE IN METRES

REF: 6847 VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

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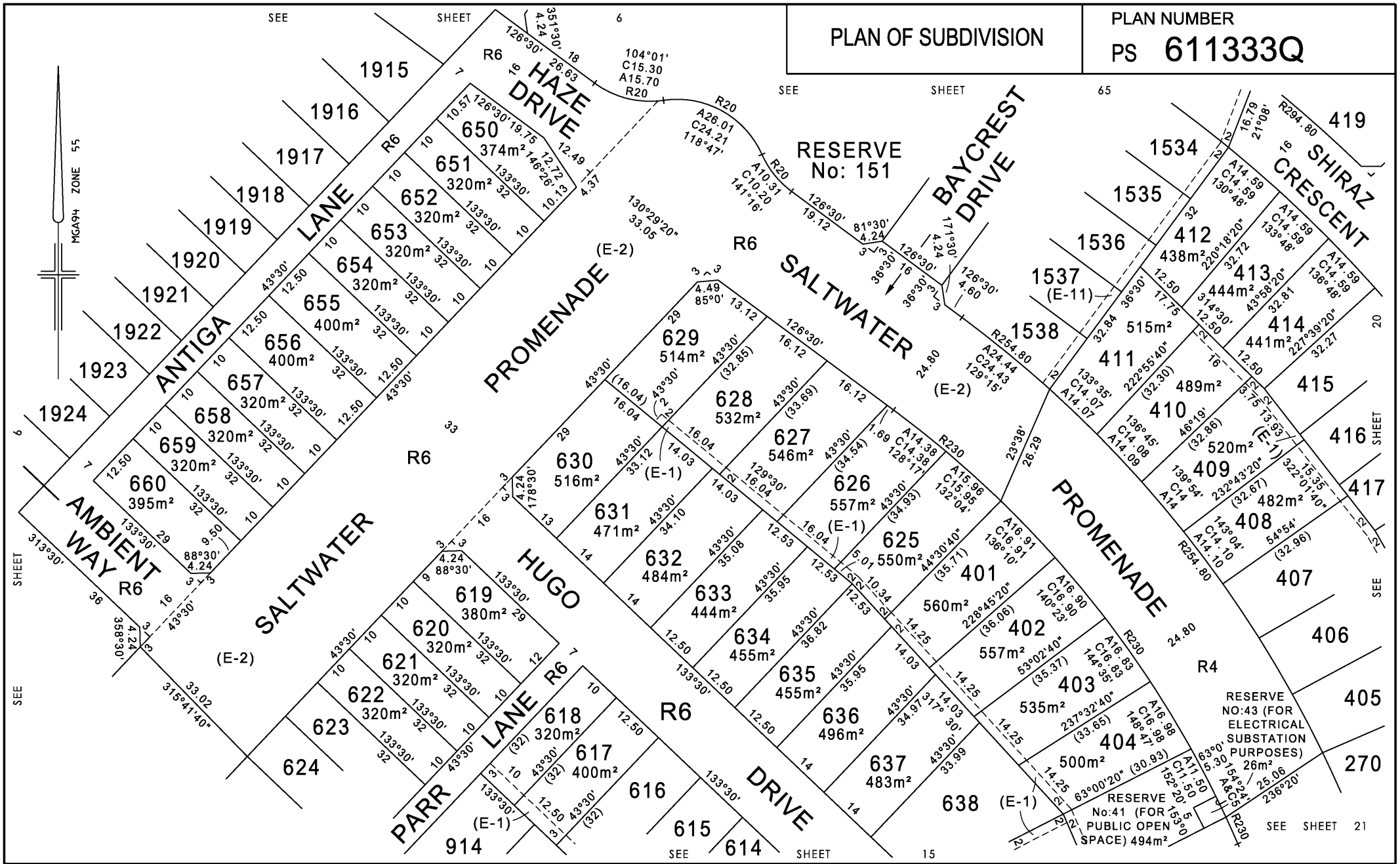
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE 1:750

10 0 10 20 30 40
LENGTHS ARE IN METRES

REF: 6847 VERSION: 32

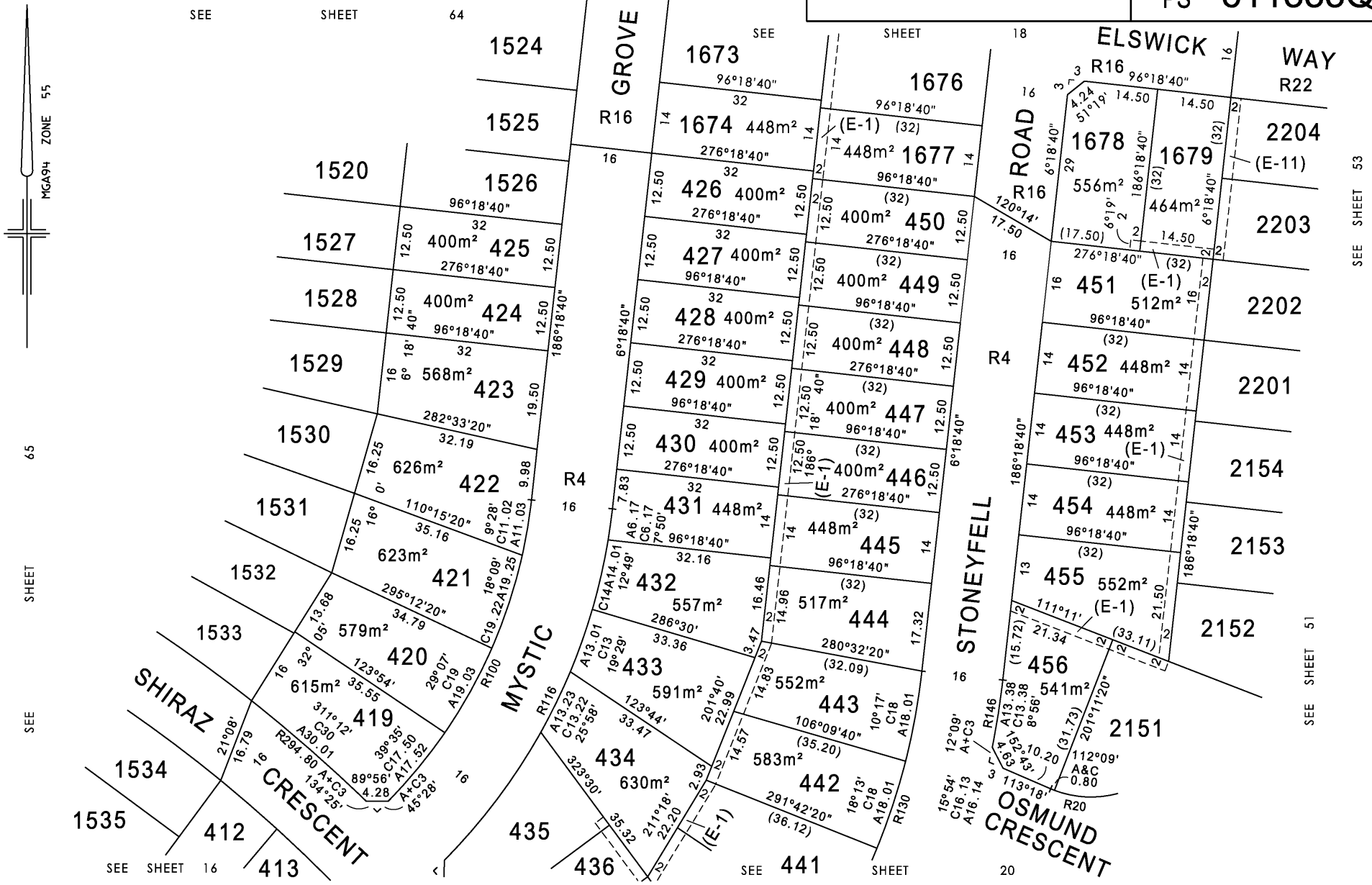
LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

SHEET 16

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE
1:750

10 0 10 20 30 40
LENGTHS ARE IN METRES

REF: 6847 VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

SHEET 17

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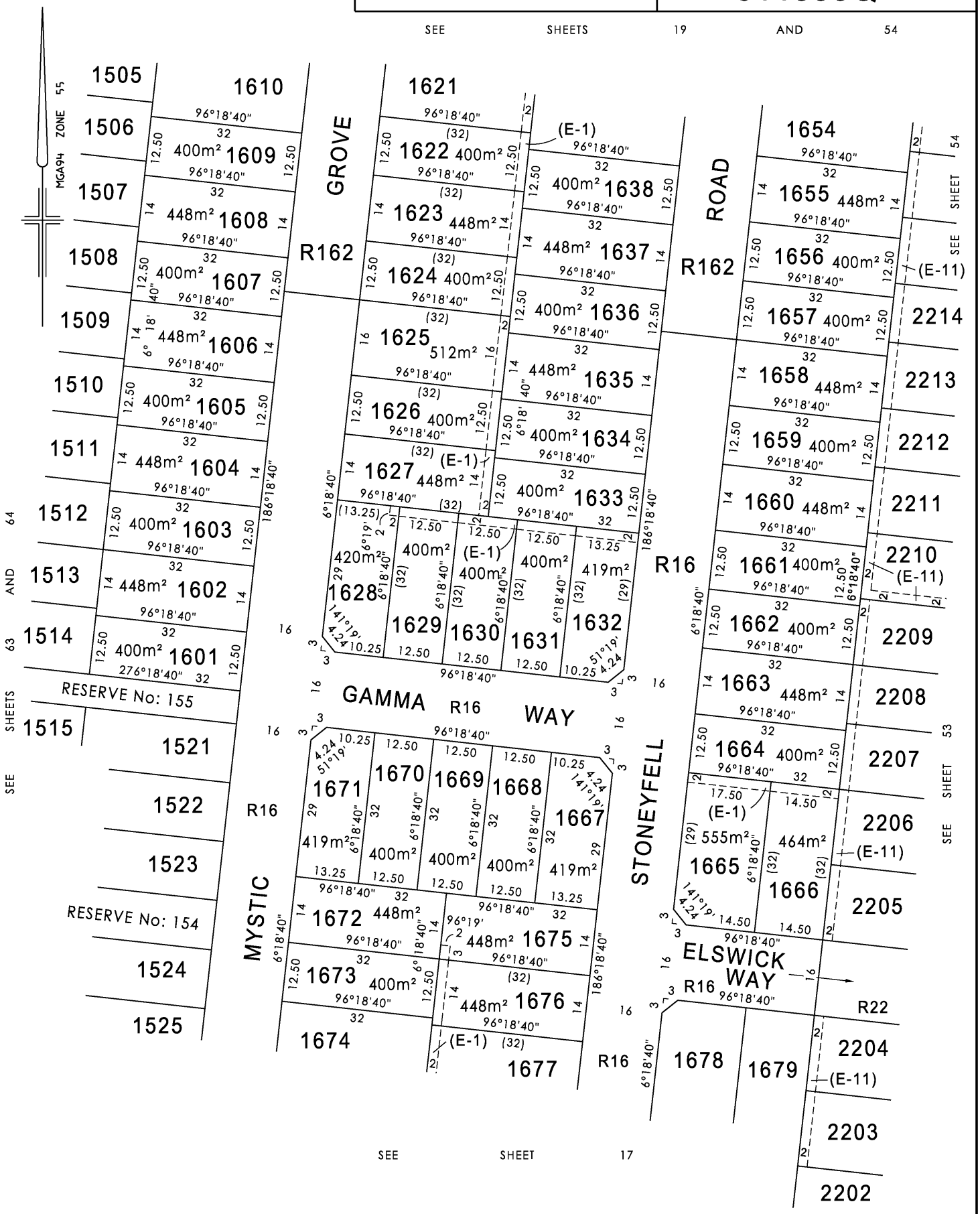
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE 1:750

10 0 10 20 30 40
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 18

REF: 6847

VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

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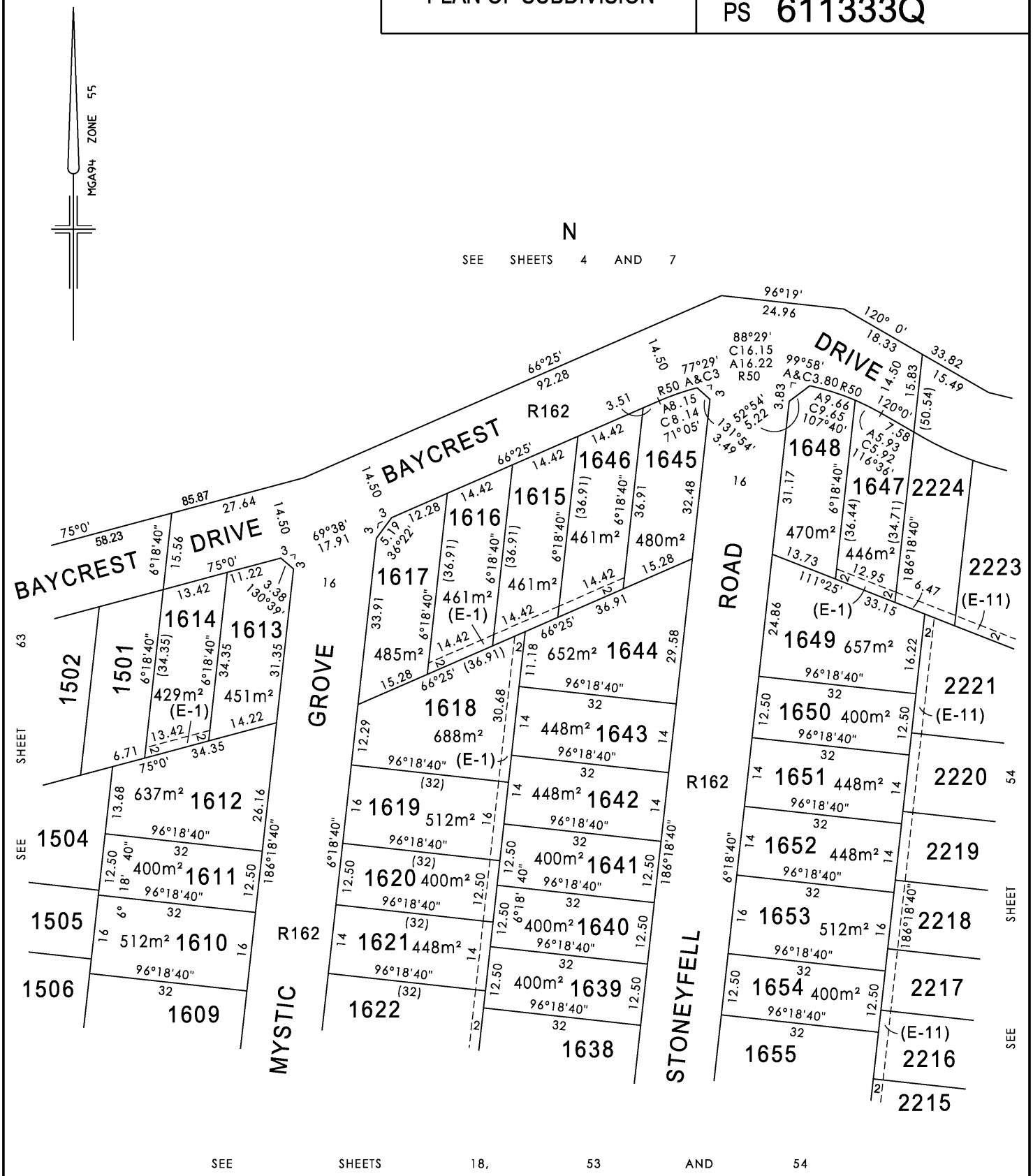
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE 1:750	10 0 10 20 30 40 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 19
	LICENSED SURVEYOR: GLEN VILLELLA		REF: 6847 / VERSION: 32

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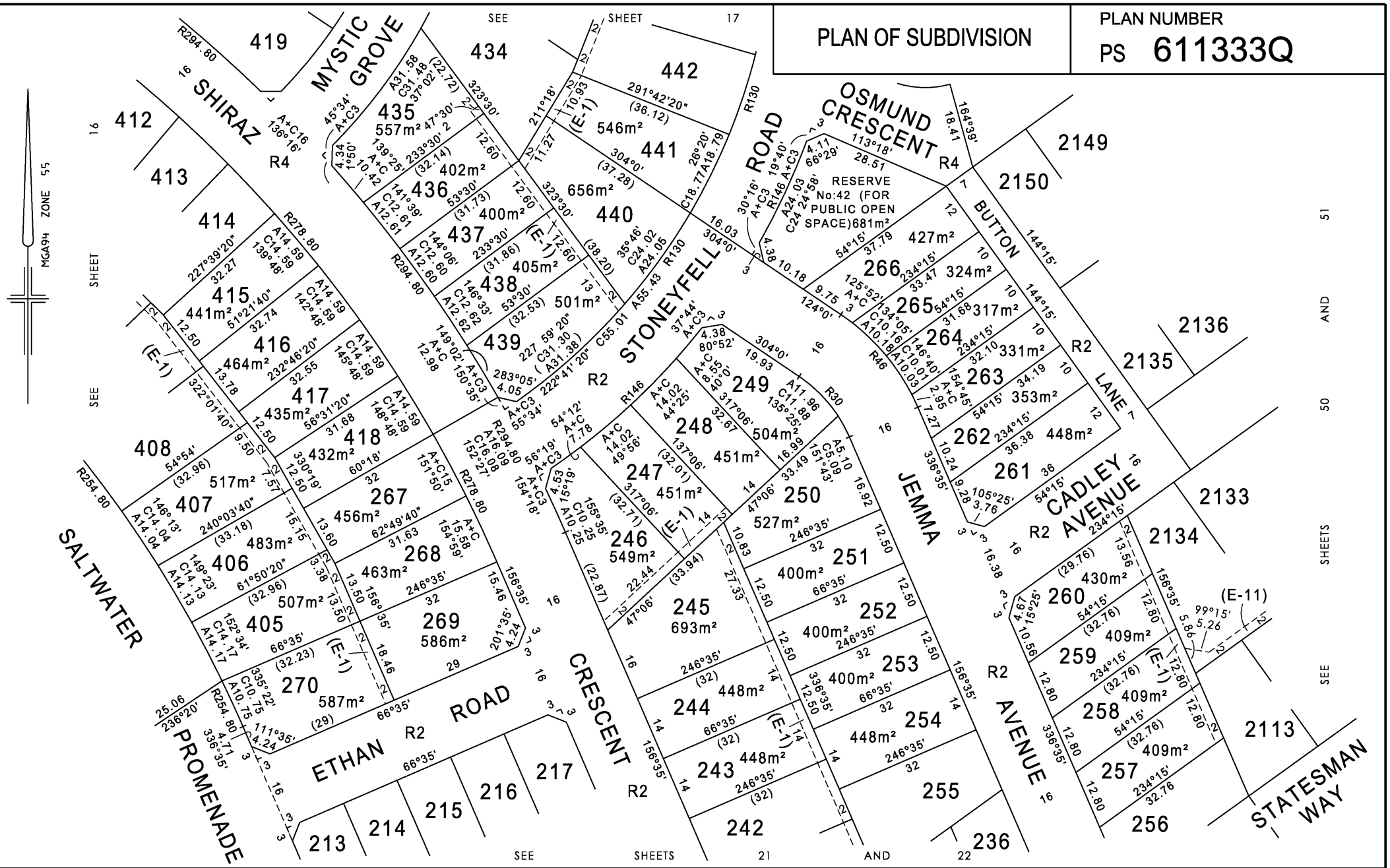
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE
1:750

10 0 10 20 30 40
LENGTHS ARE IN METRES

REF: 6847 VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

SHEET 20

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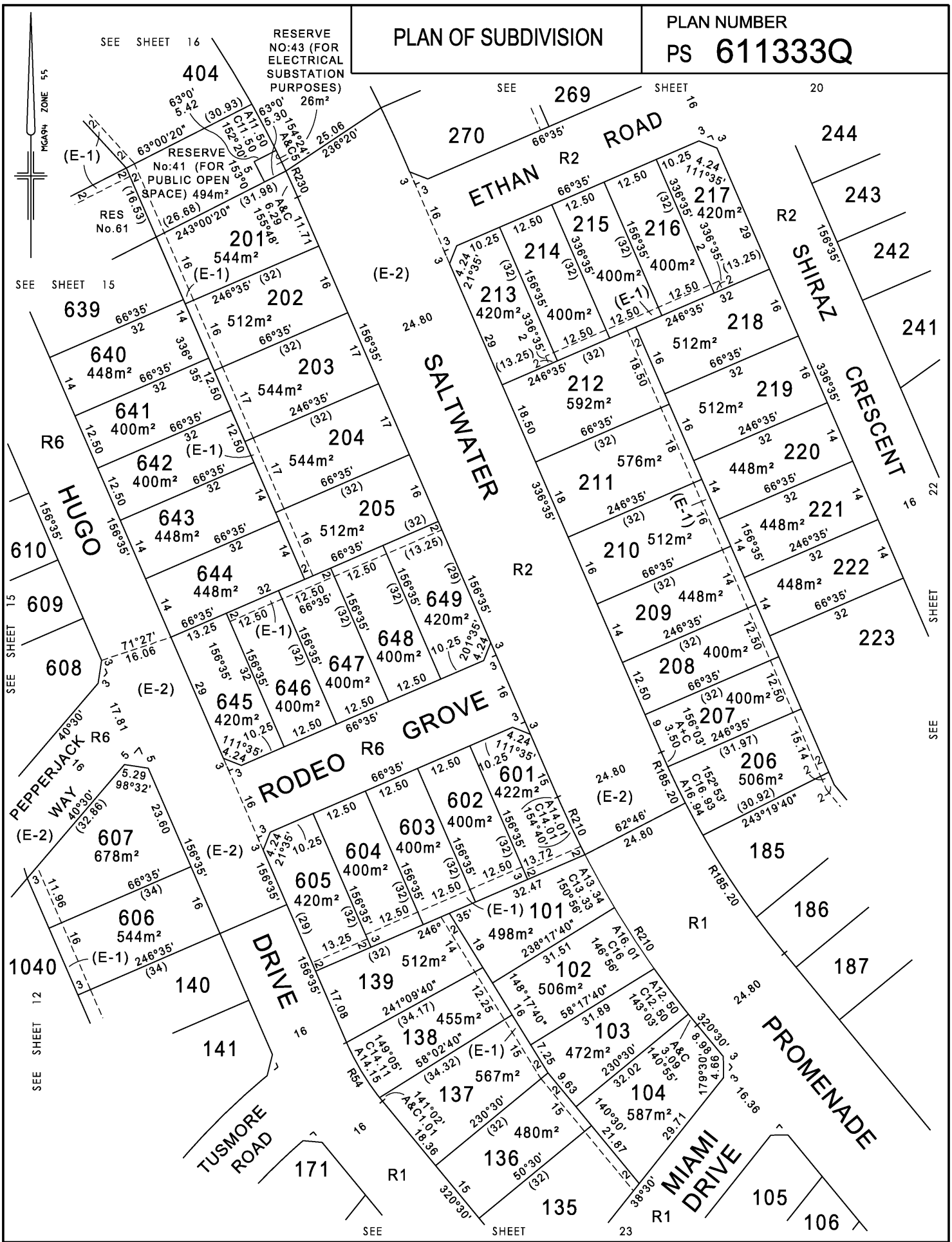
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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	LICENSED SURVEYOR: GLEN VILLELLA		REF: 6847 / VERSION: 32

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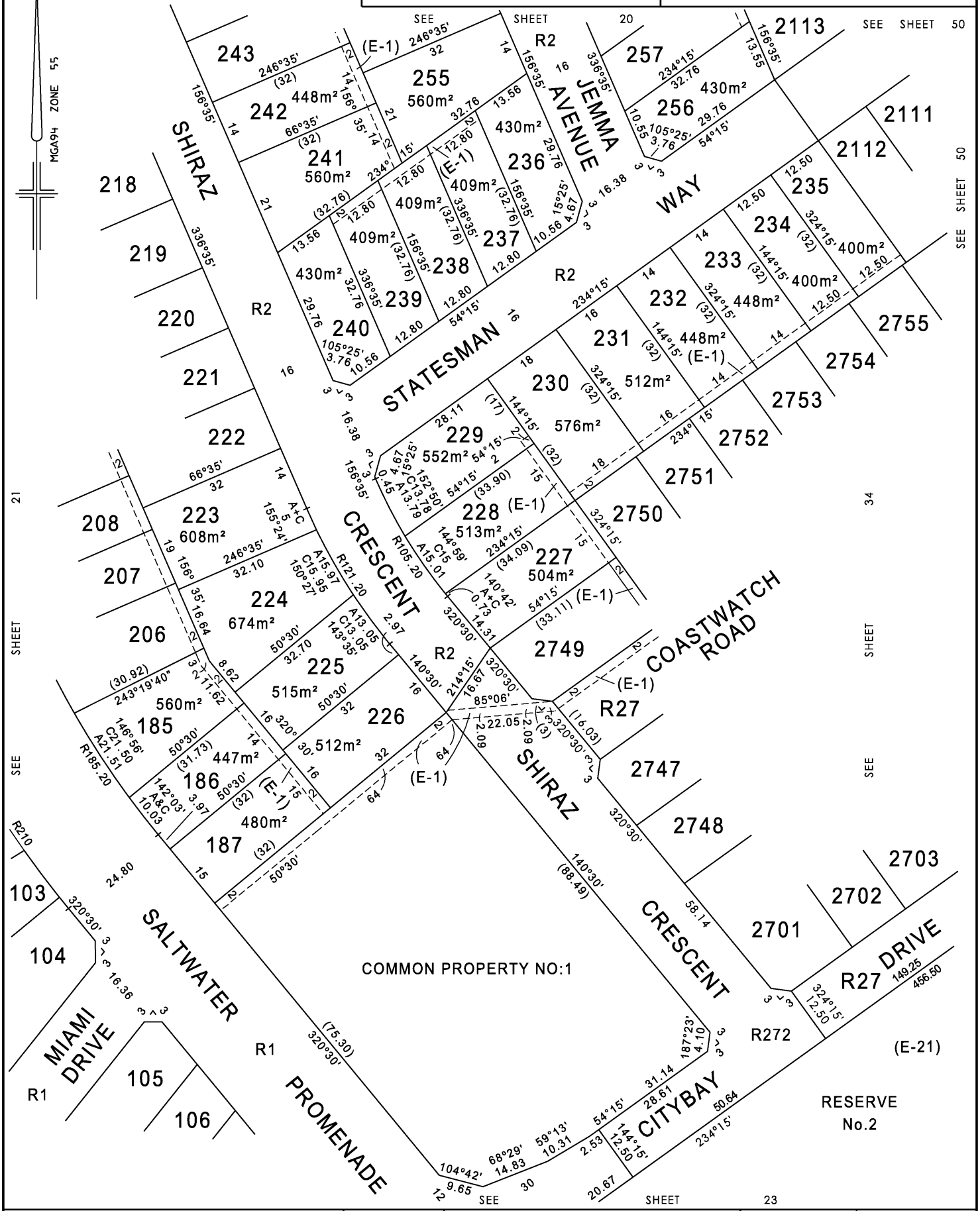
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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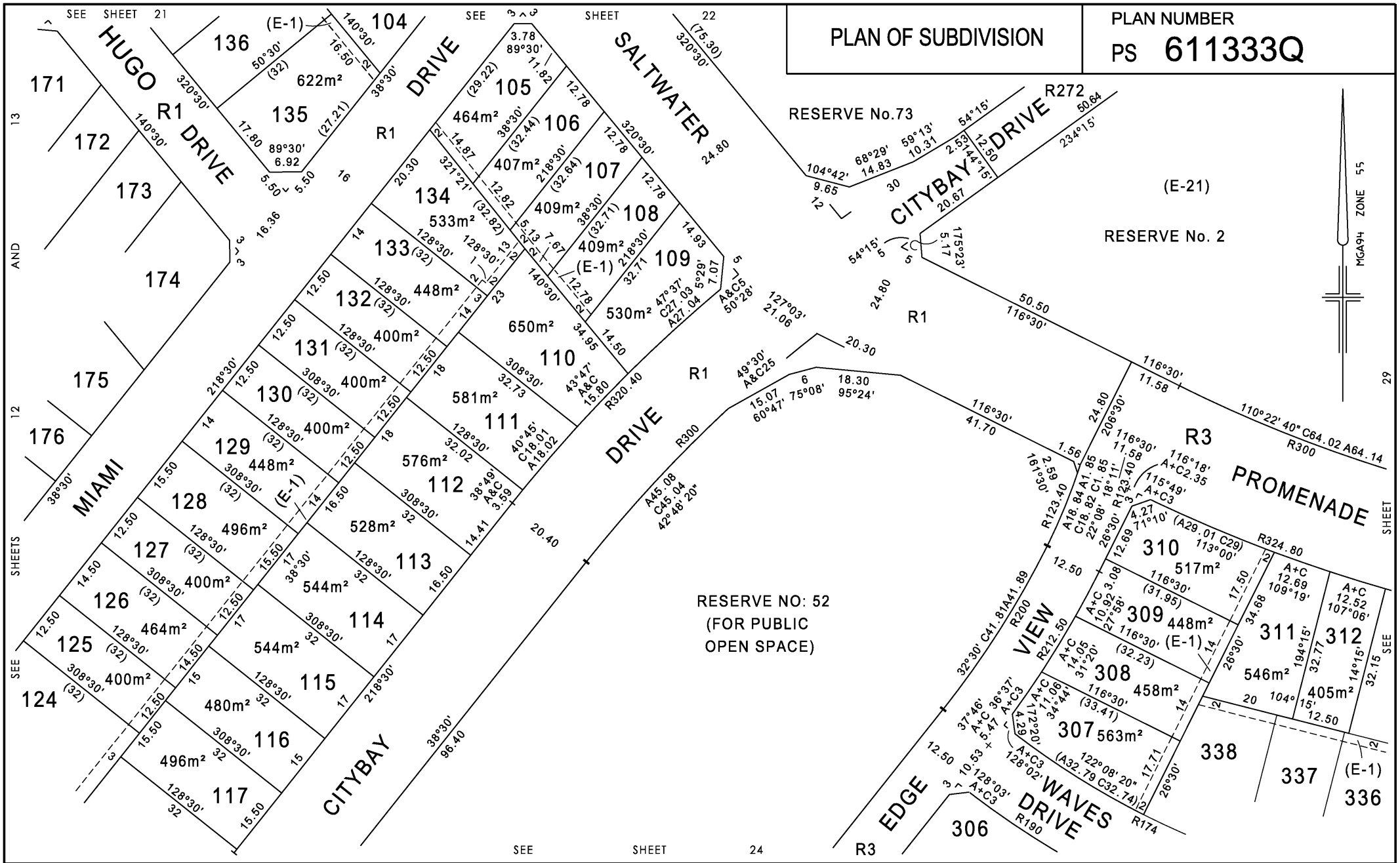
SCALE		ORIGINAL SHEET SIZE A3	SHEET 22
1:750	10 0 10 20 30 40 LENGTHS ARE IN METRES	REF: 6847	VERSION: 32
LICENSED SURVEYOR: GLEN VILLELLA			

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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Hawthorn East Vic 3123
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www.bpd.com.au info@bpd.com.au

SCALE
1:750

10 0 10 20 30 40
LENGTHS ARE IN METRES

REF: 6847 VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

SHEET 23

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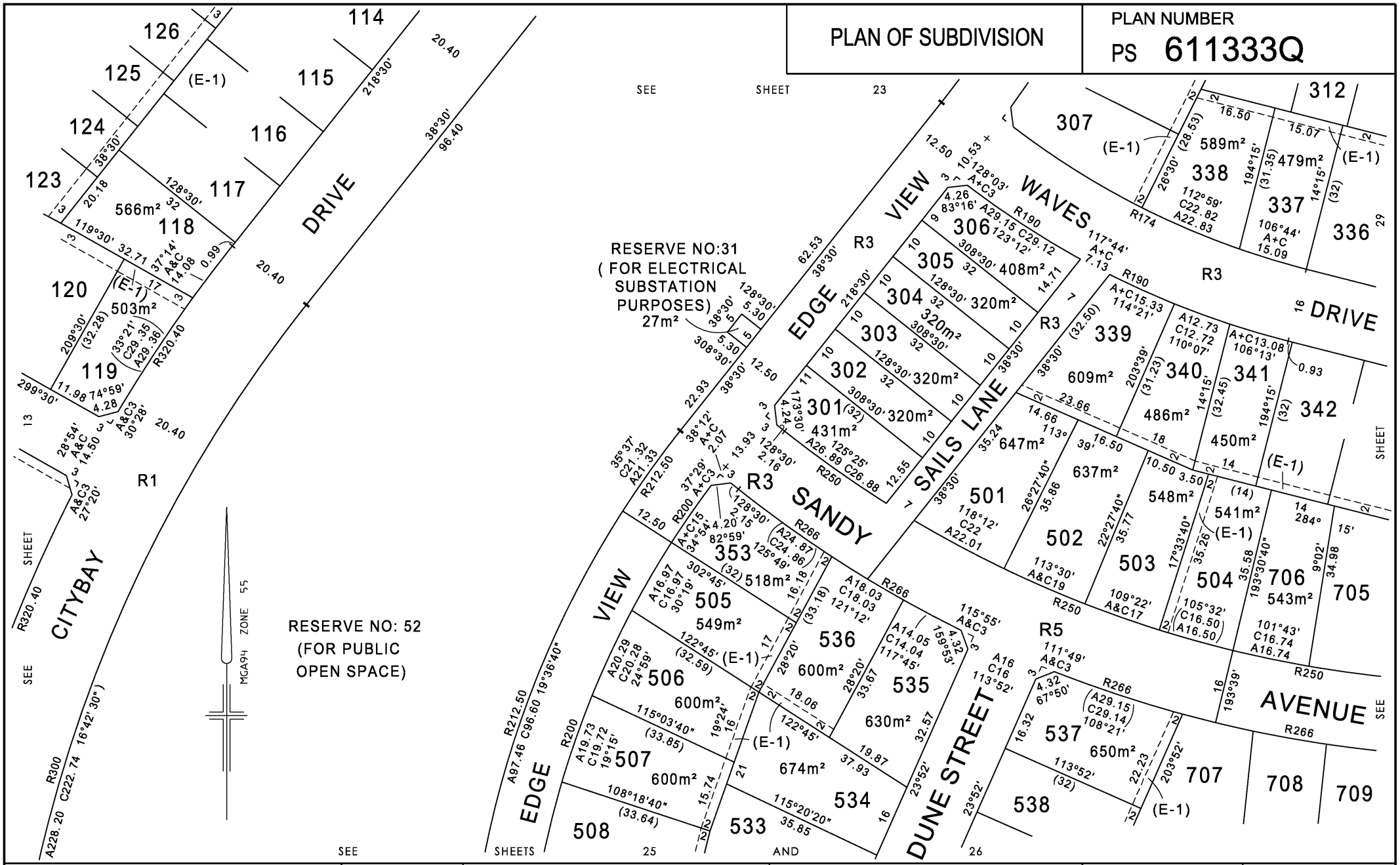
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE 1:750

10 0 10 20 30 40
LENGTHS ARE IN METRES

REF: 6847 VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

SHEET 24

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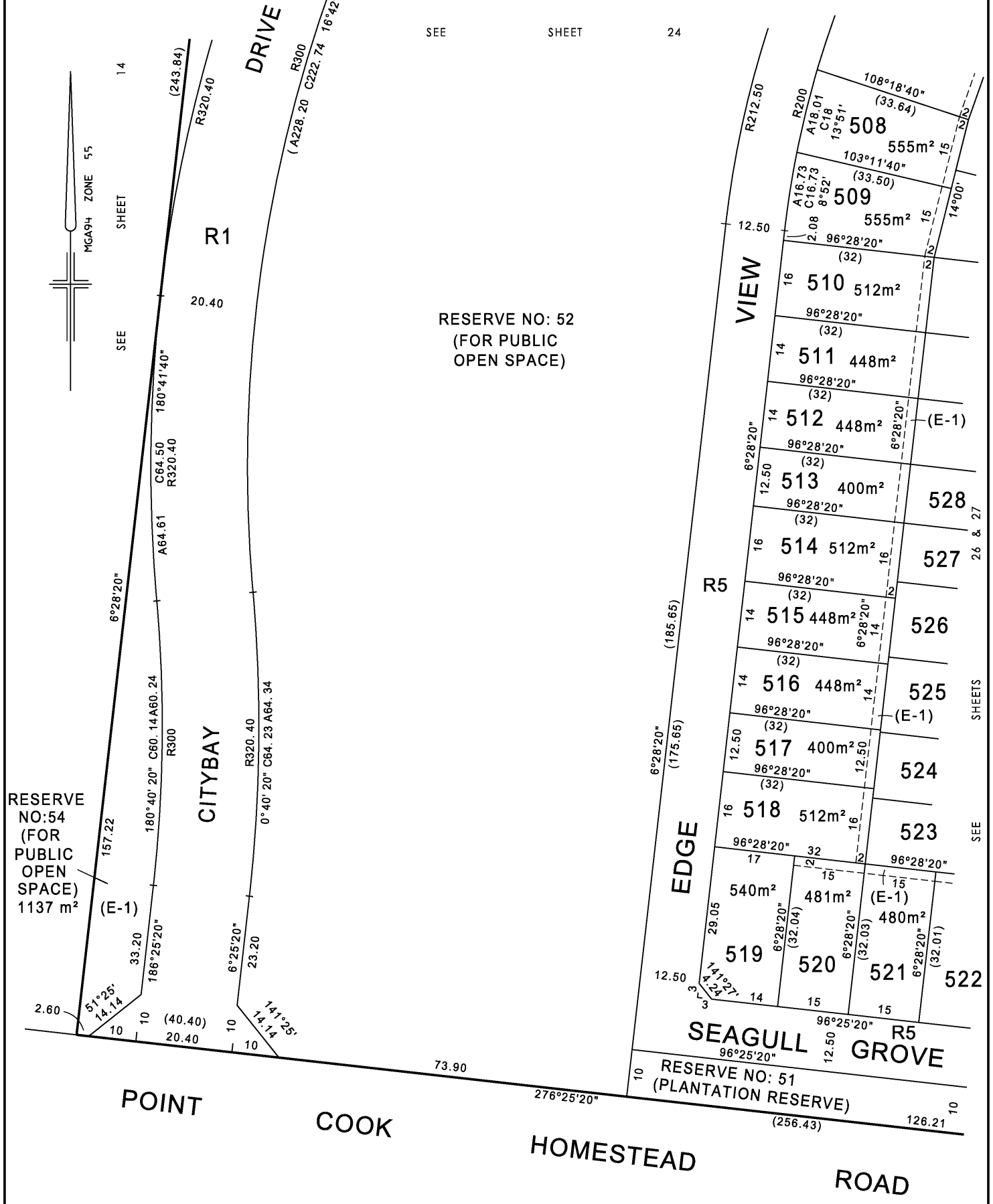
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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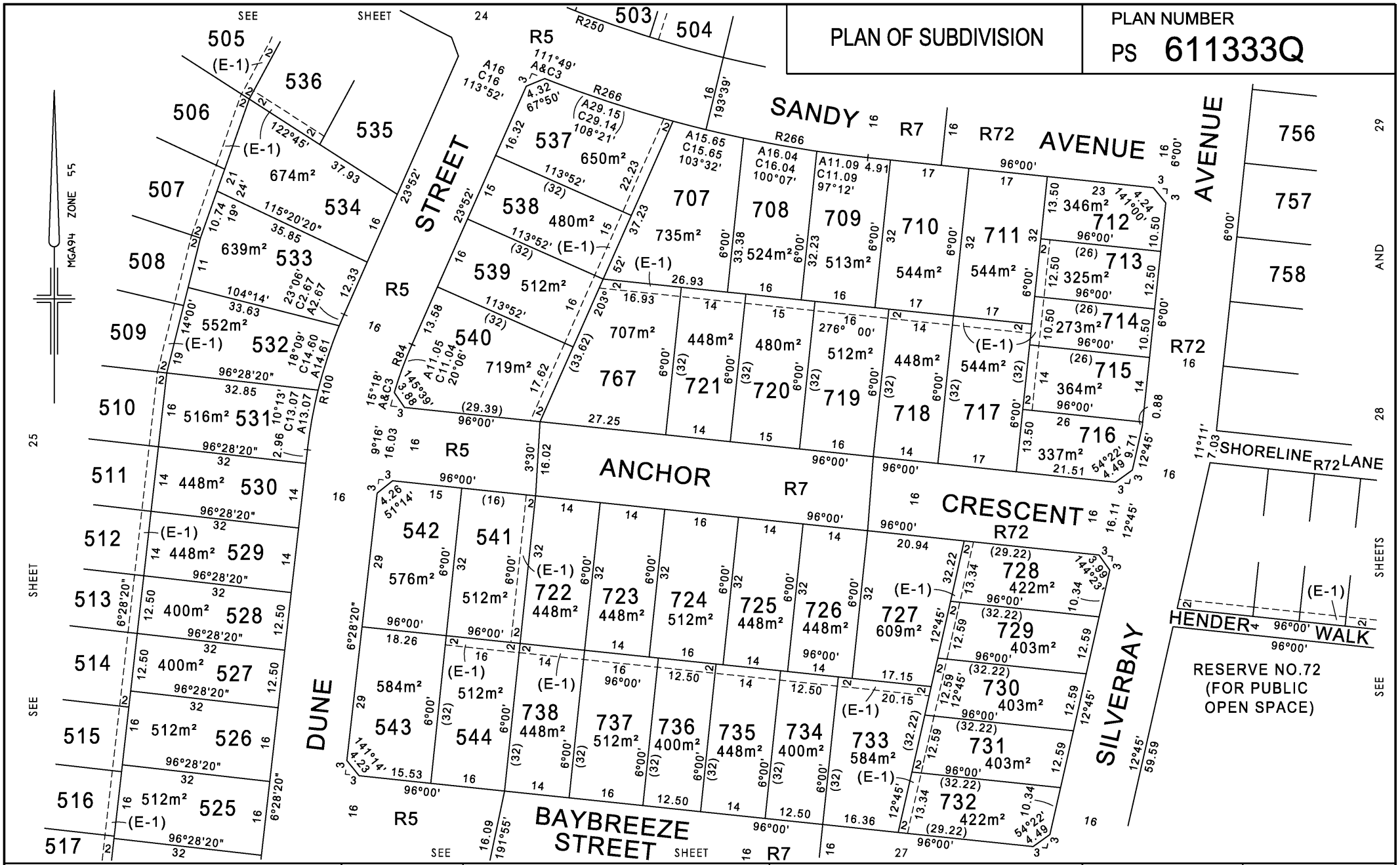
SCALE		ORIGINAL SHEET SIZE A3	SHEET 25
1:750	10 0 10 20 30 40 LENGTHS ARE IN METRES	REF: 6847	VERSION: 32
	LICENSED SURVEYOR: GLEN VILLELLA		

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE 1:750

10 0 10 20 30 40
LENGTHS ARE IN METRES

REF: 6847 VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

SHEET 26

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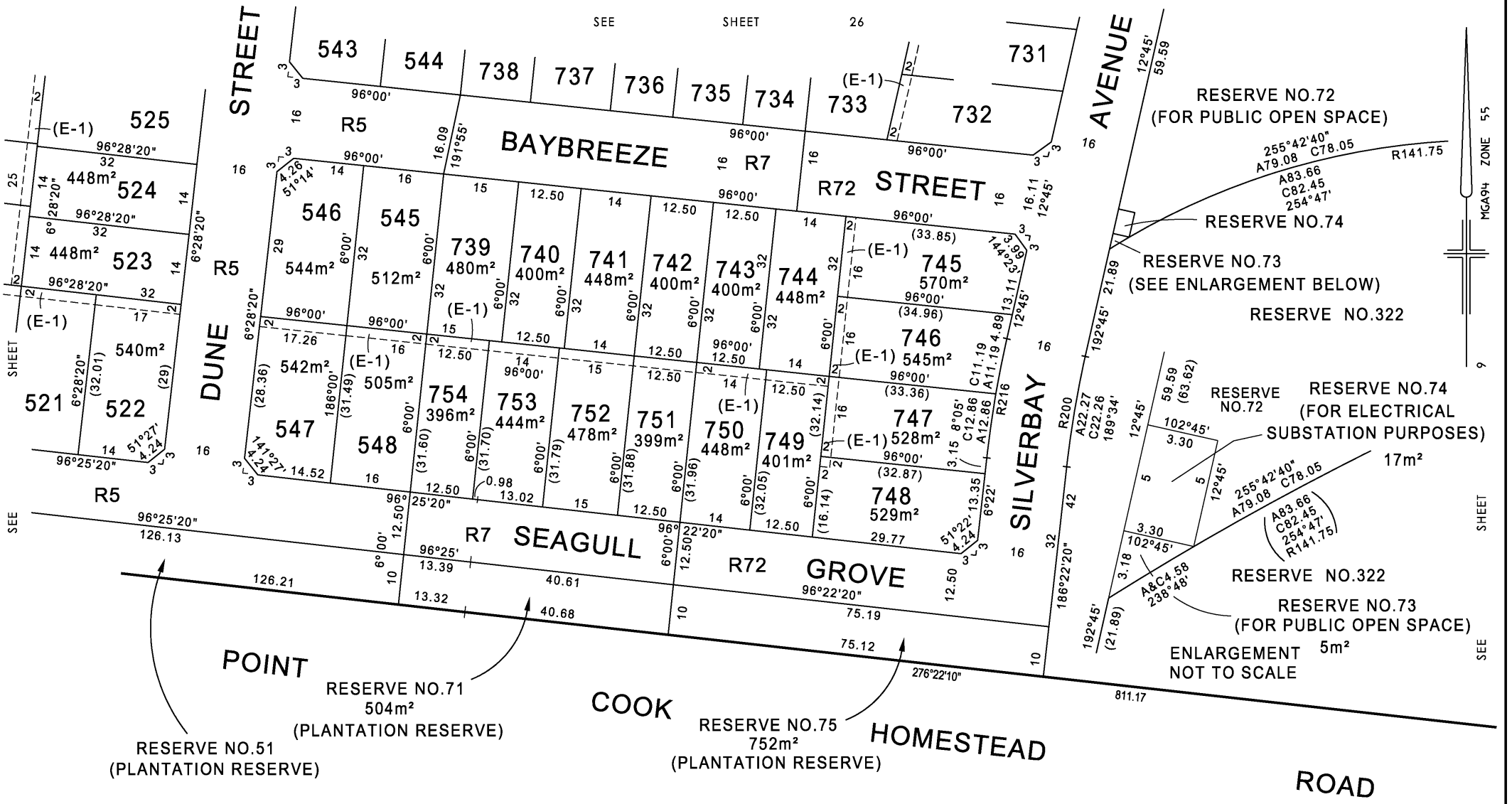
PLAN OF SUBDIVISION	PLAN NUMBER PS 611333Q



Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE 1:750	10 0 10 20 30 40 LENGTHS ARE IN METRES	REF: 6847 VERSION: 33 LICENSED SURVEYOR: GLEN VILLELLA	ORIGINAL SHEET SIZE A3	SHEET 27

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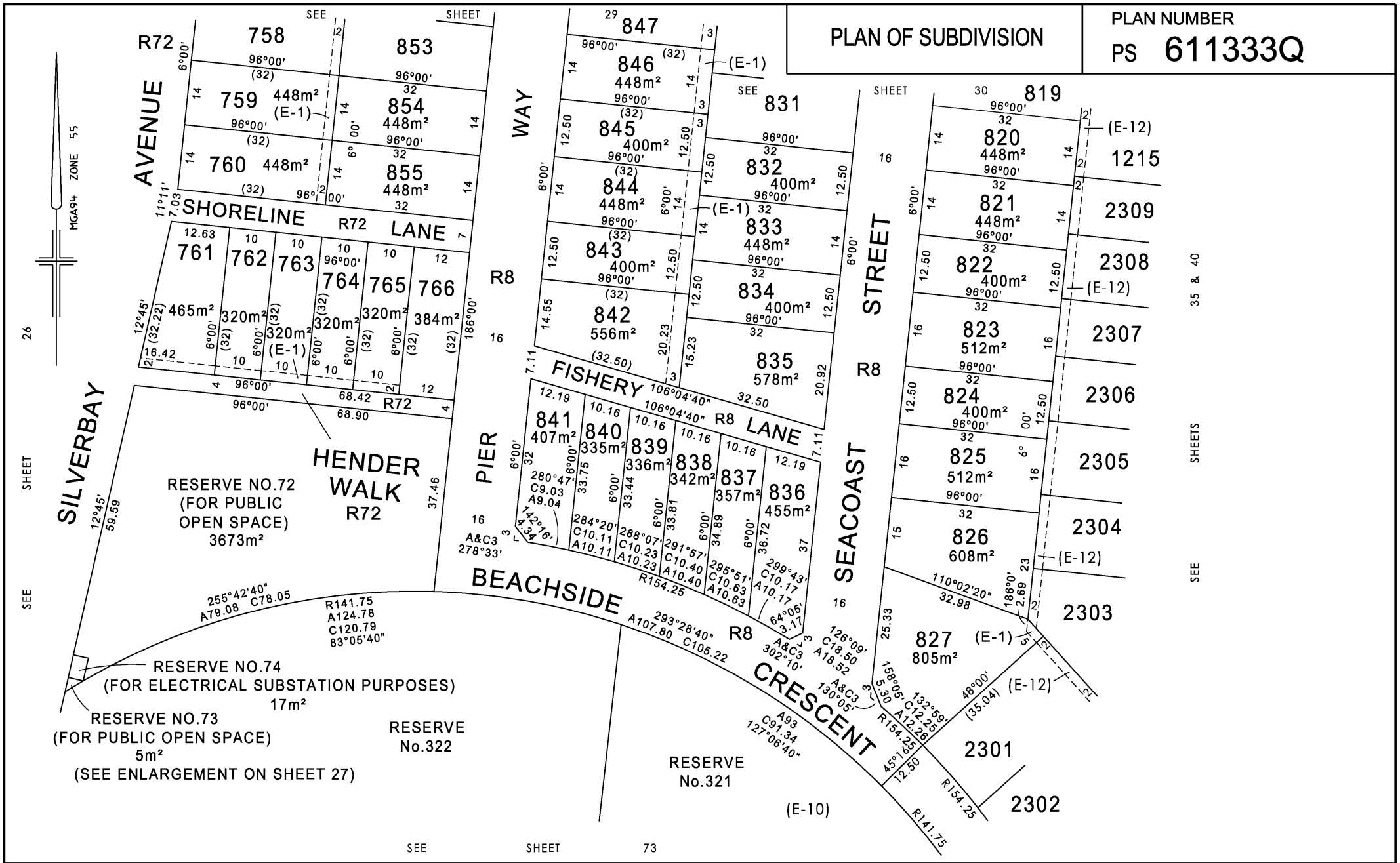
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE 1:750

10 0 10 20 30 40
LENGTHS ARE IN METRES

REF: 6847 VERSION: 33

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

SHEET 28

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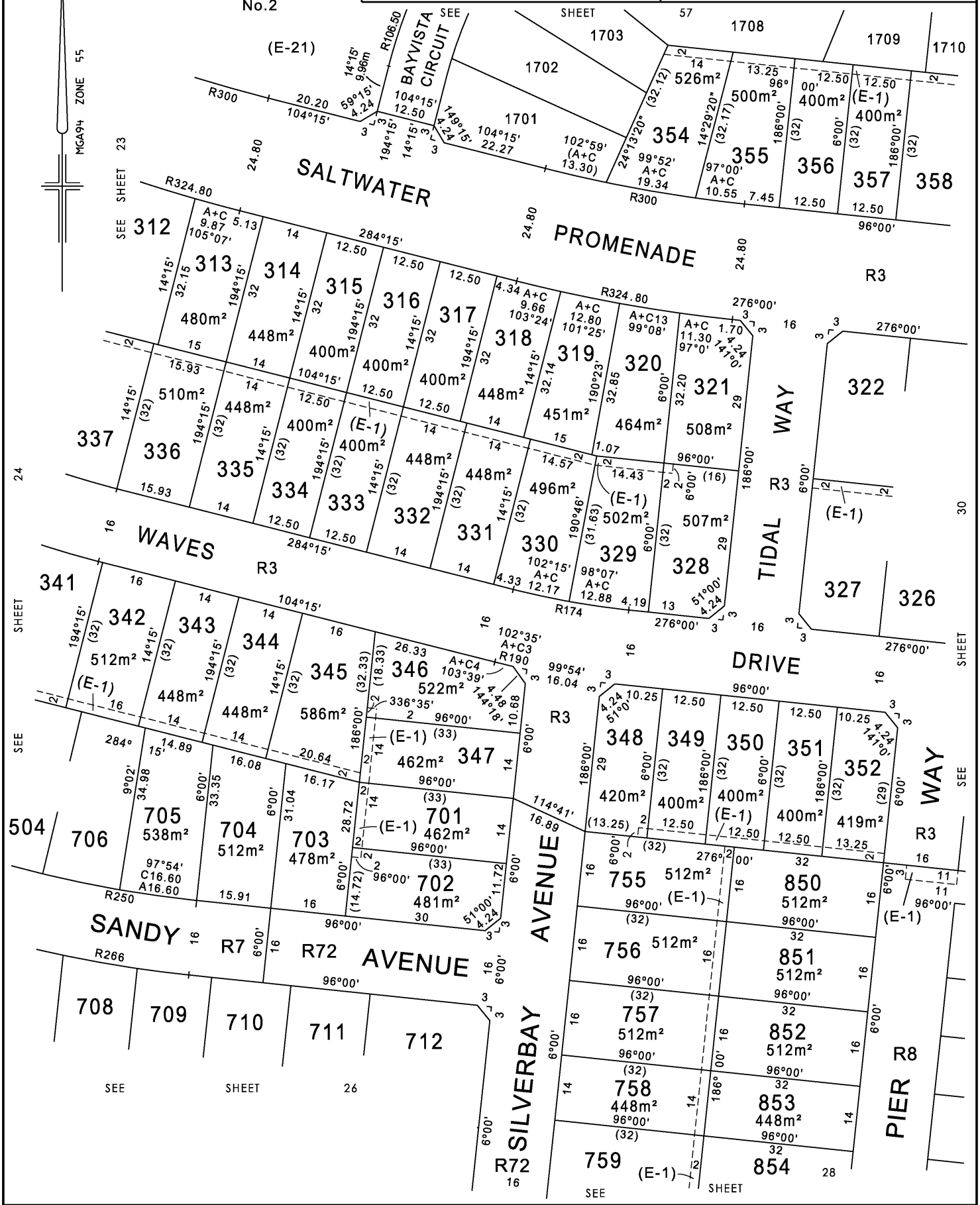
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE 1:750	10 0 10 20 30 40 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 29
	LICENSED SURVEYOR: GLEN VILLELLA		REF: 6847 / VERSION: 32

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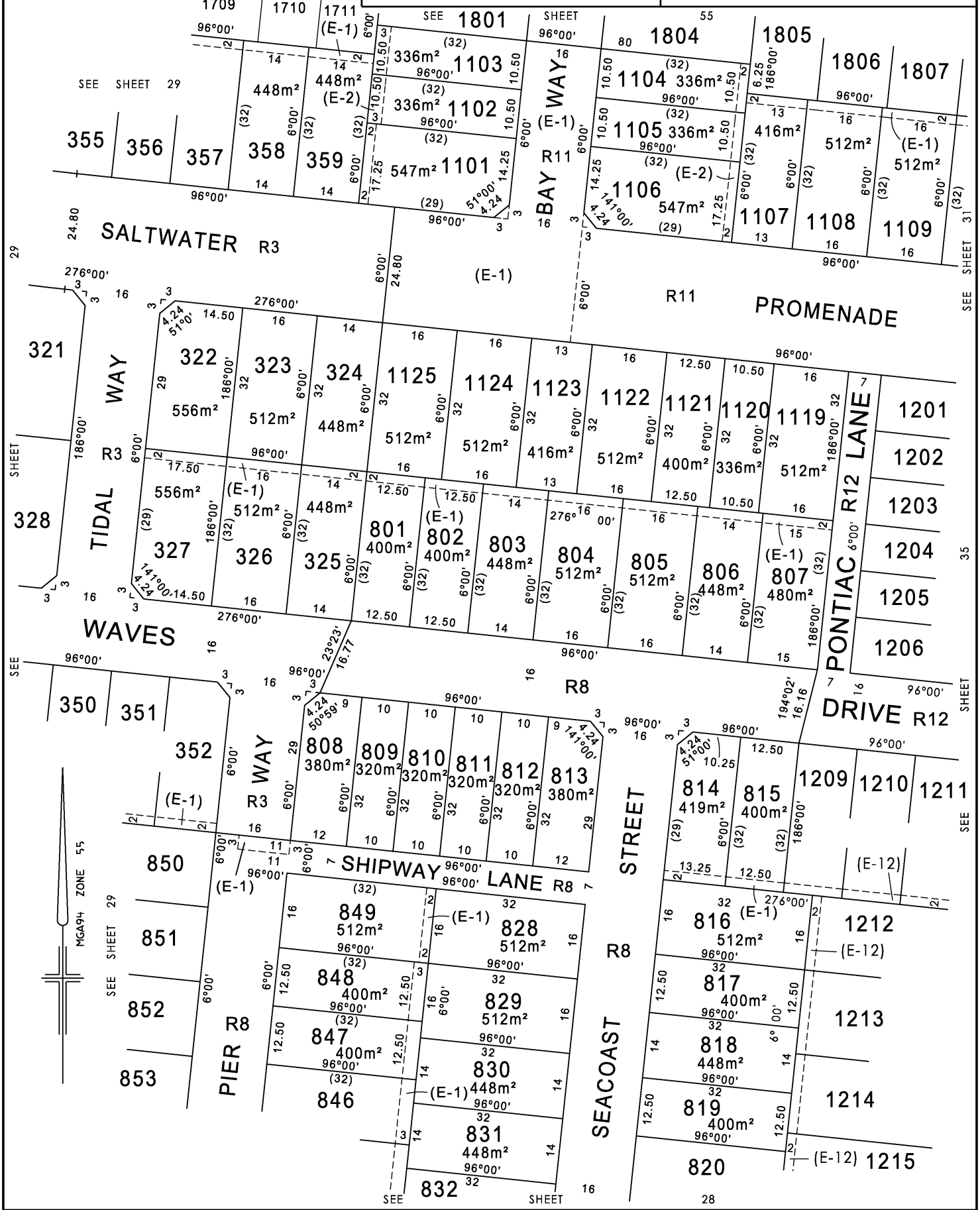
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE 1:750	10 0 10 20 30 40 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 30
	LICENSED SURVEYOR: GLEN VILLELLA		REF: 6847 / VERSION: 32

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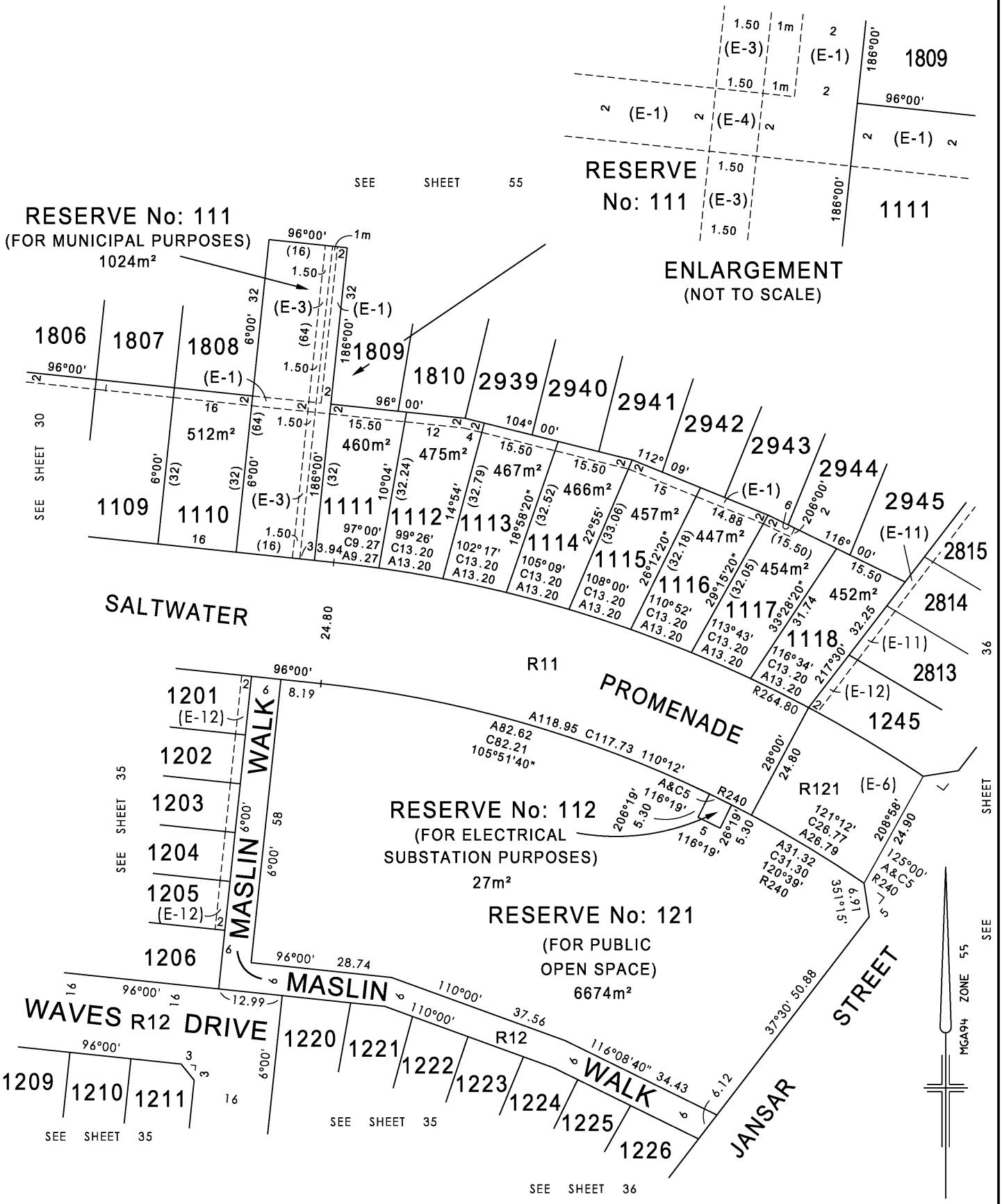
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE 1:750	10 0 10 20 30 40 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 31
	LICENSED SURVEYOR: GLEN VILLELLA		REF: 6847 / VERSION: 32

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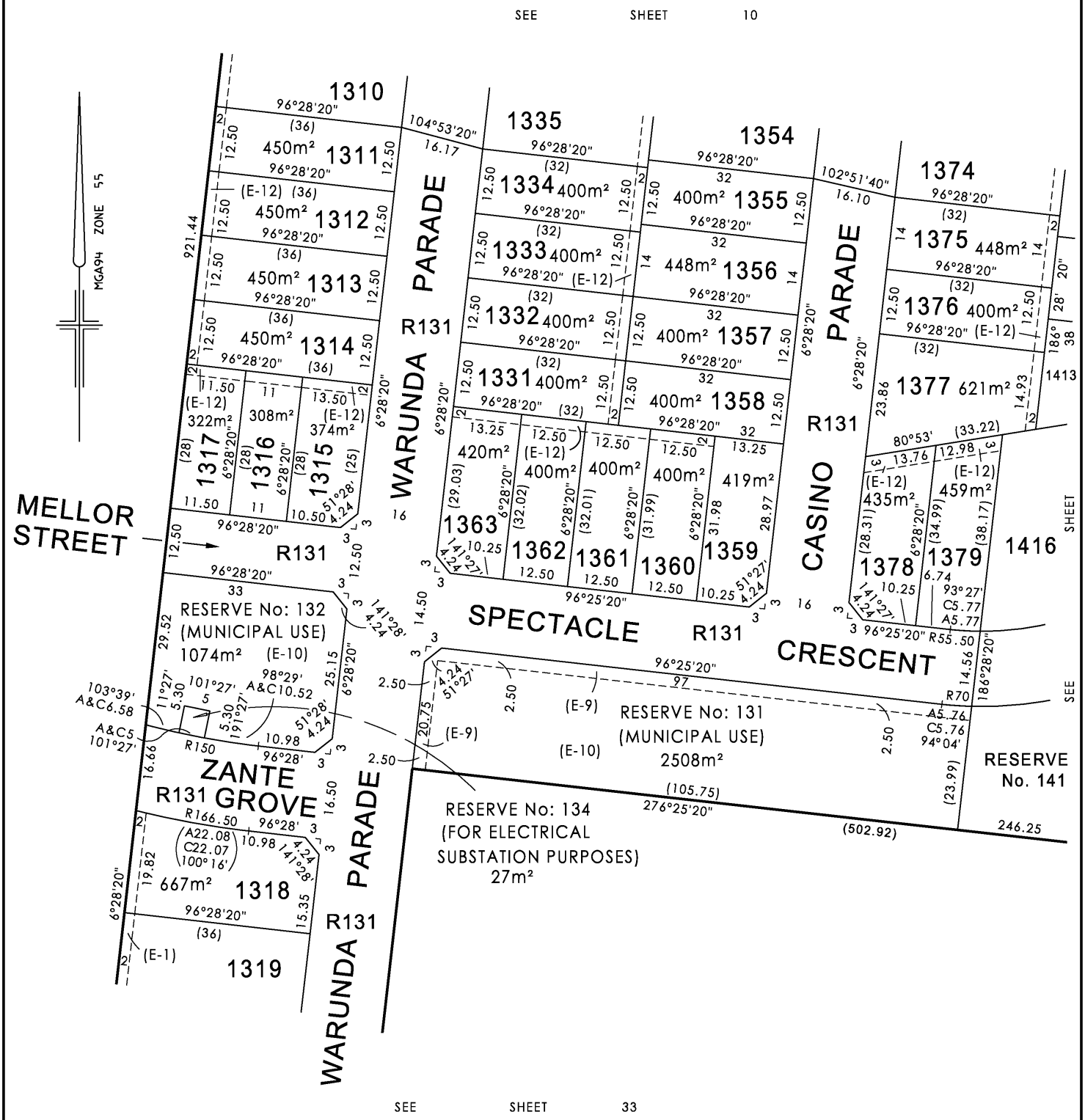
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE		ORIGINAL SHEET SIZE A3	SHEET 32
1:750	10 0 10 20 30 40 LENGTHS ARE IN METRES	REF: 6847	VERSION: 32
	LICENSED SURVEYOR: GLEN VILLELLA		

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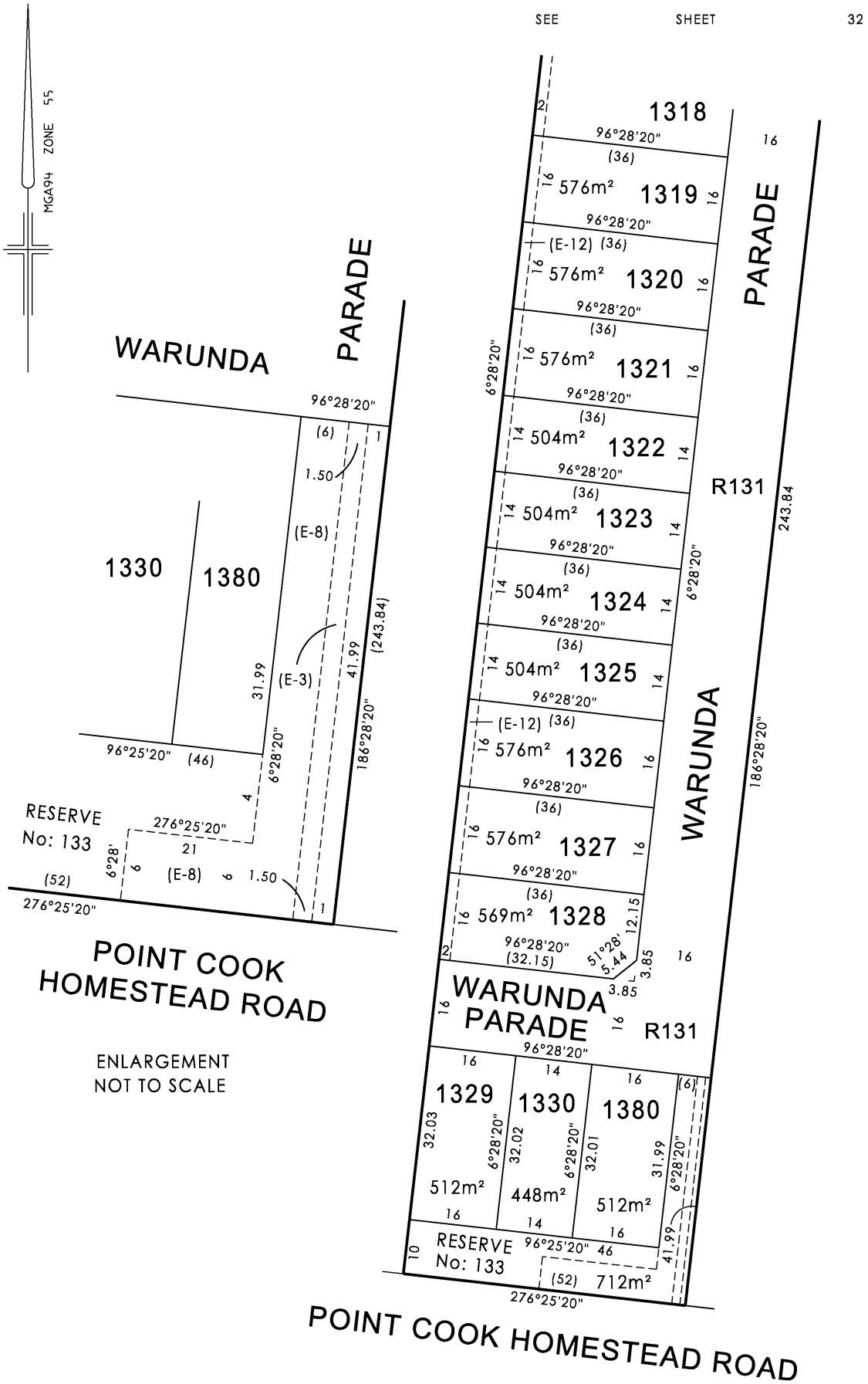
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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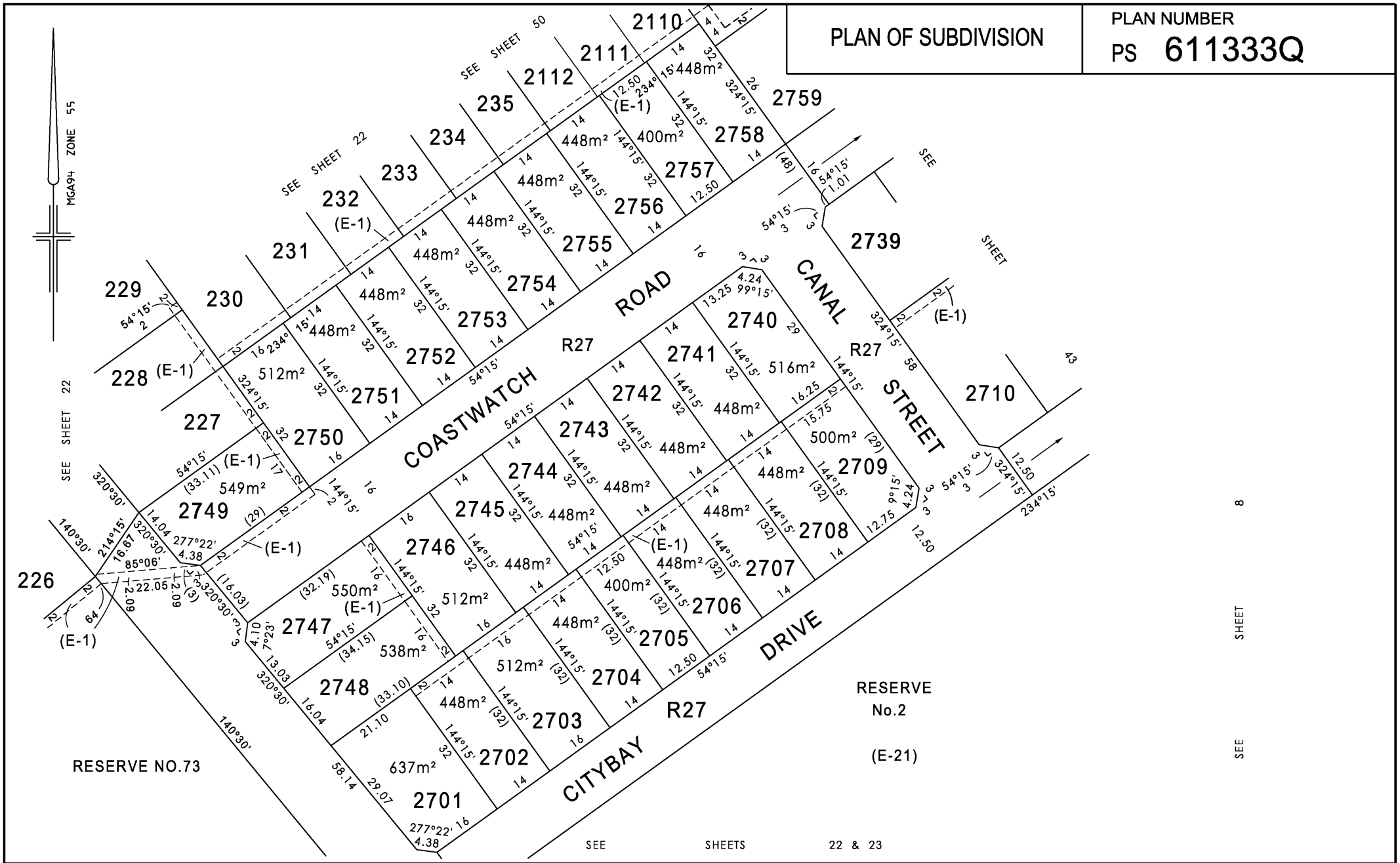
SCALE		ORIGINAL SHEET SIZE A3	SHEET 33
1:750	10 0 10 20 30 40 LENGTHS ARE IN METRES	REF: 6847	VERSION: 32
	LICENSED SURVEYOR: GLEN VILLELLA		

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE
1:750

10 0 10 20 30 40
LENGTHS ARE IN METRES

REF: 6847 VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

SHEET 34

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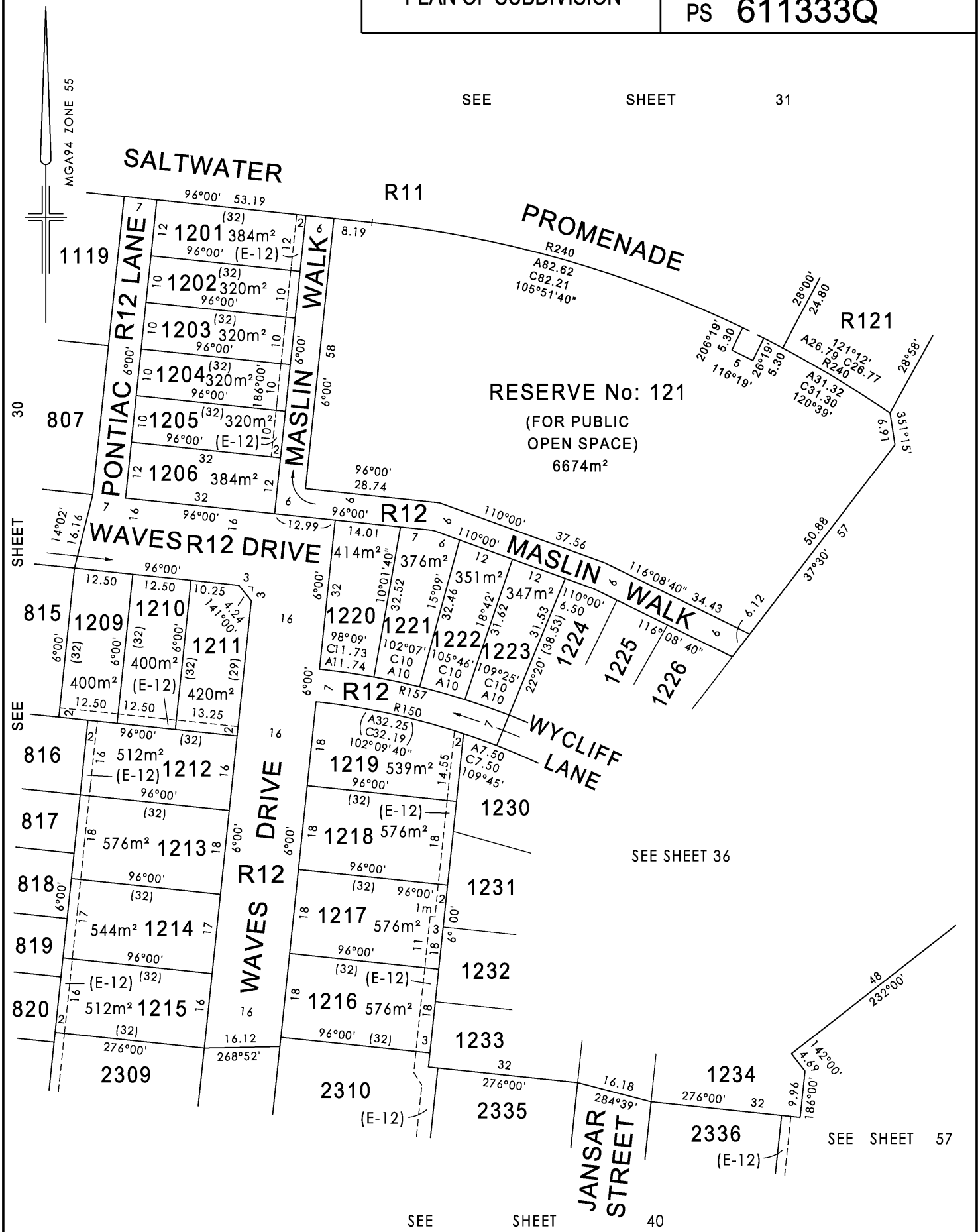
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE 1:750	10 0 10 20 30 40 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 35
	LICENSED SURVEYOR: GLEN VILLELLA		REF: 6847 / VERSION: 32

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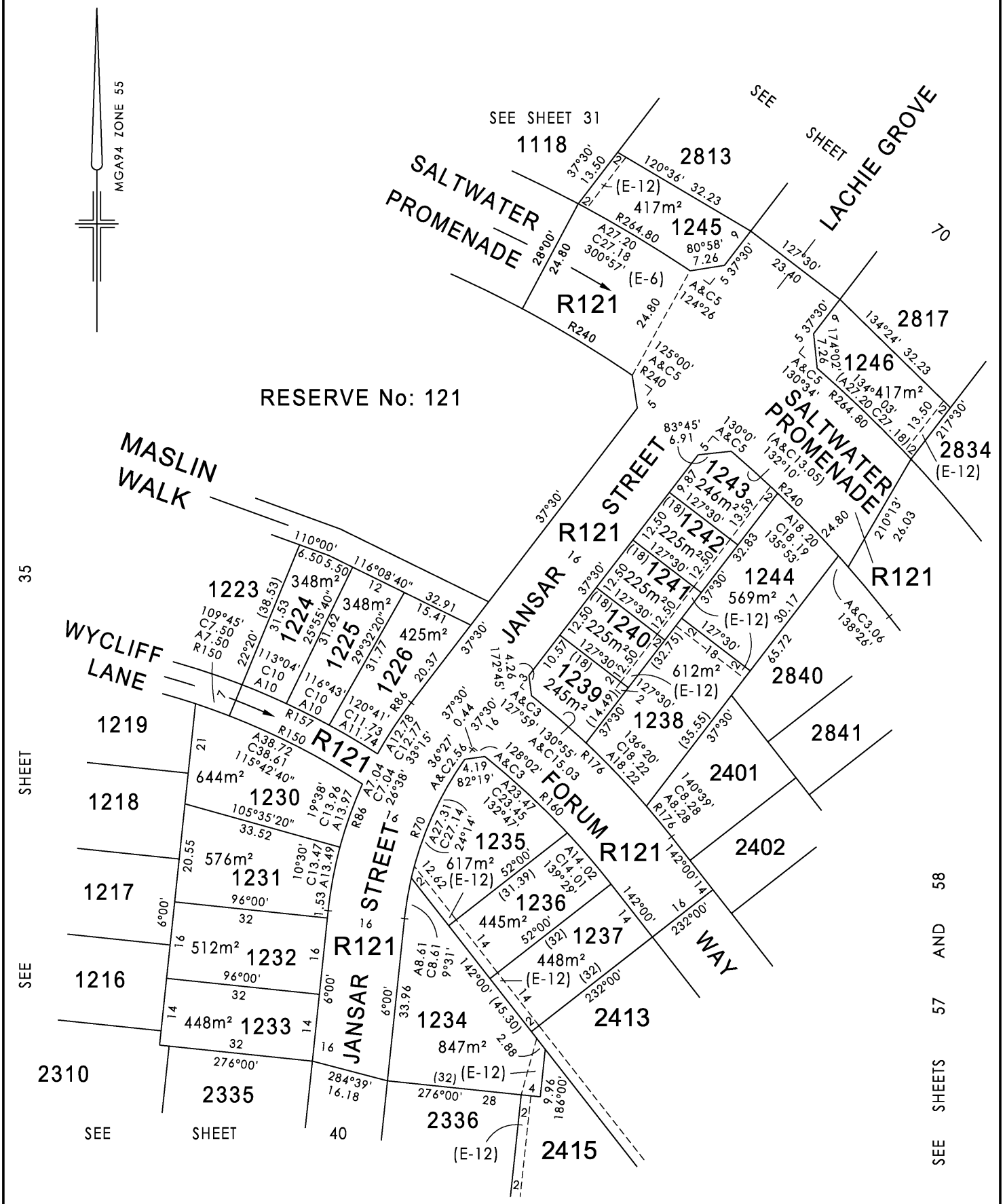
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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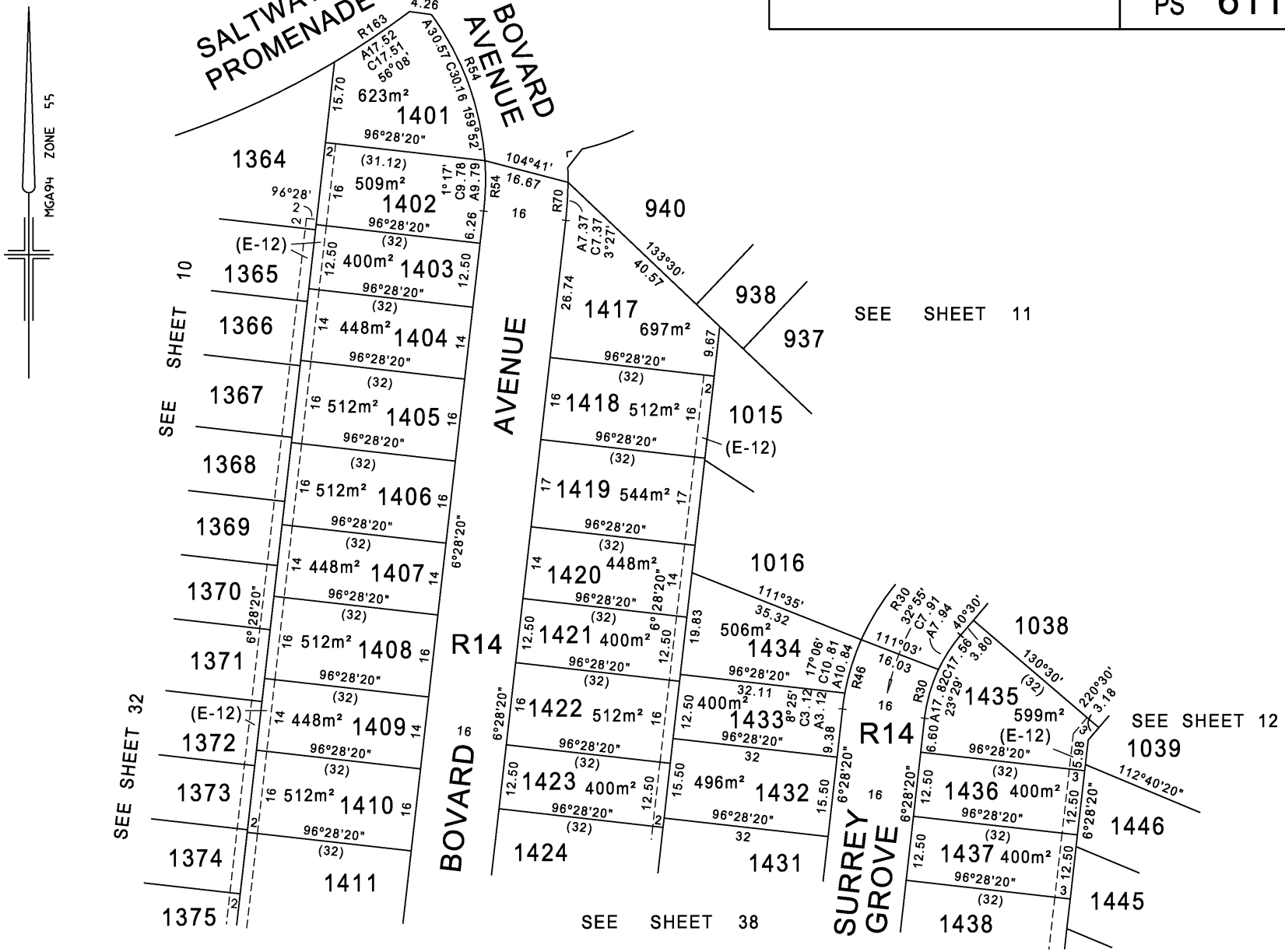
SCALE		ORIGINAL SHEET SIZE A3	SHEET 36
1:750	10 0 10 20 30 40 LENGTHS ARE IN METRES	REF: 6847	VERSION: 32
	LICENSED SURVEYOR: GLEN VILLELLA		

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE 1:750	10 0 10 20 30 40 LENGTHS ARE IN METRES	REF: 6847 VERSION: 32 LICENSED SURVEYOR: GLEN VILLELLA	ORIGINAL SHEET SIZE A3	SHEET 37

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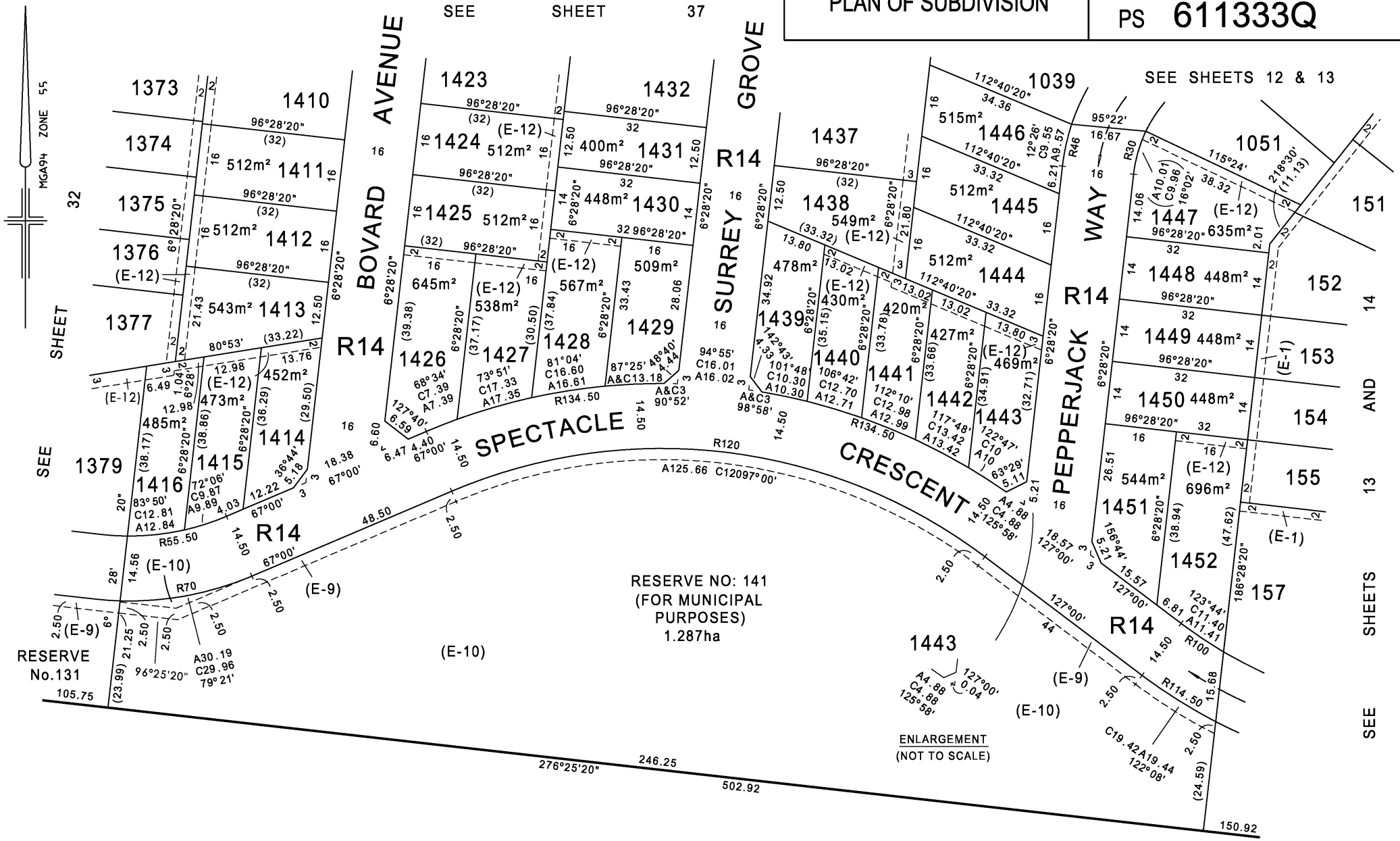
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE
1:800

10 0 10 20 30 40
LENGTHS ARE IN METRES

REF: 6847 VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

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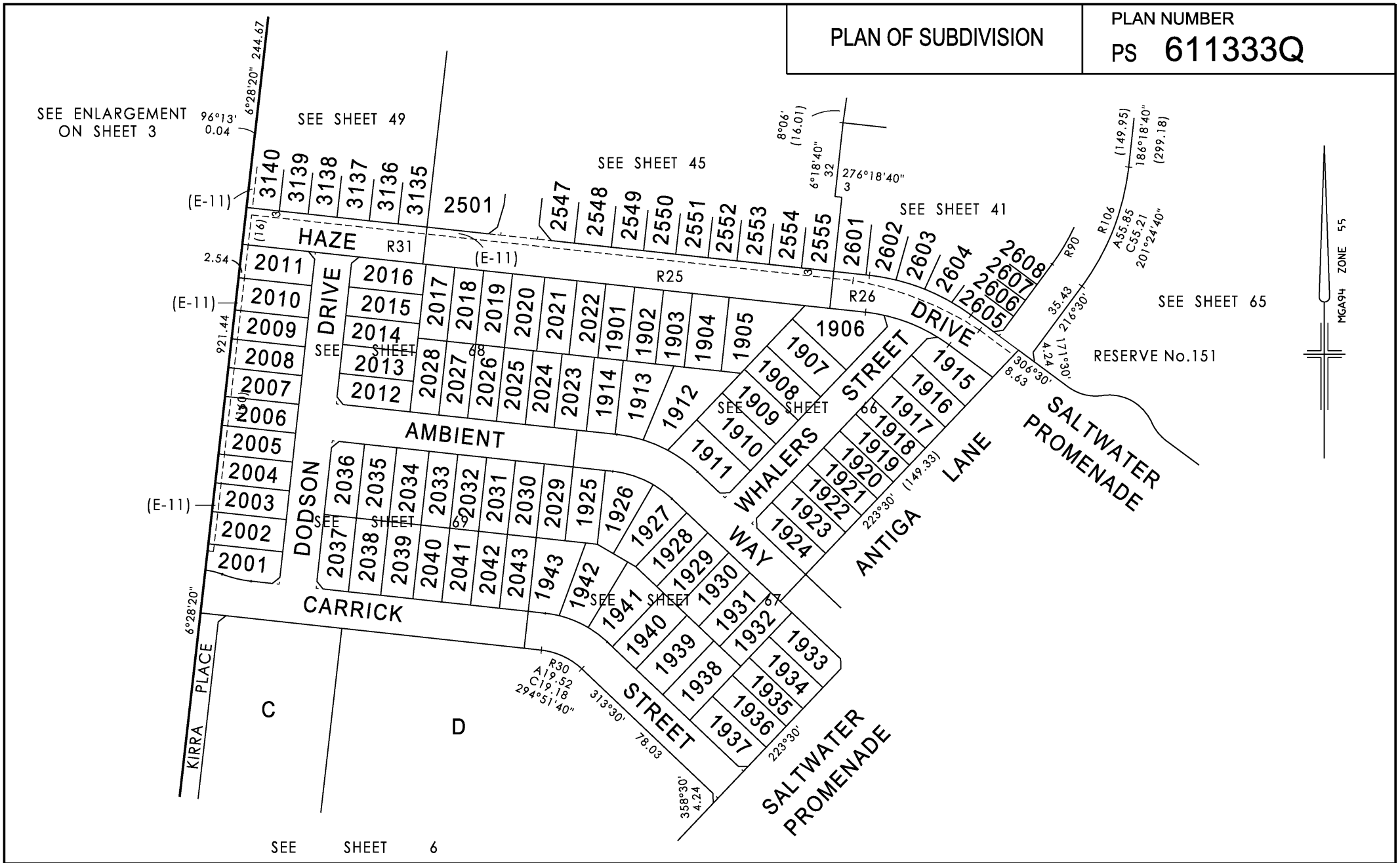
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE 1:1500

15 0 15 30 45 60 75
LENGTHS ARE IN METRES

REF: 6847 VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

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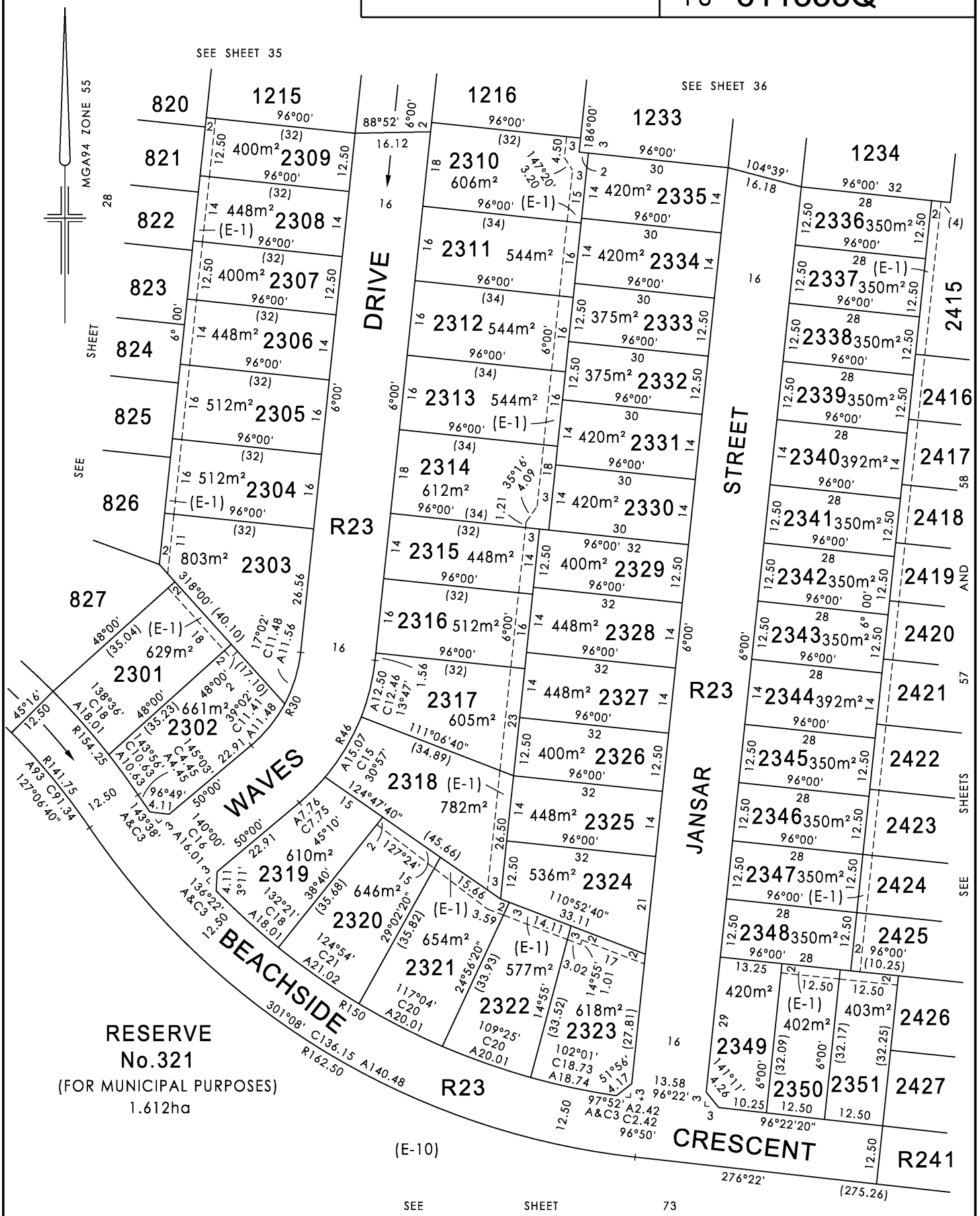
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE 1:750

10 0 10 20 30 40
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 40

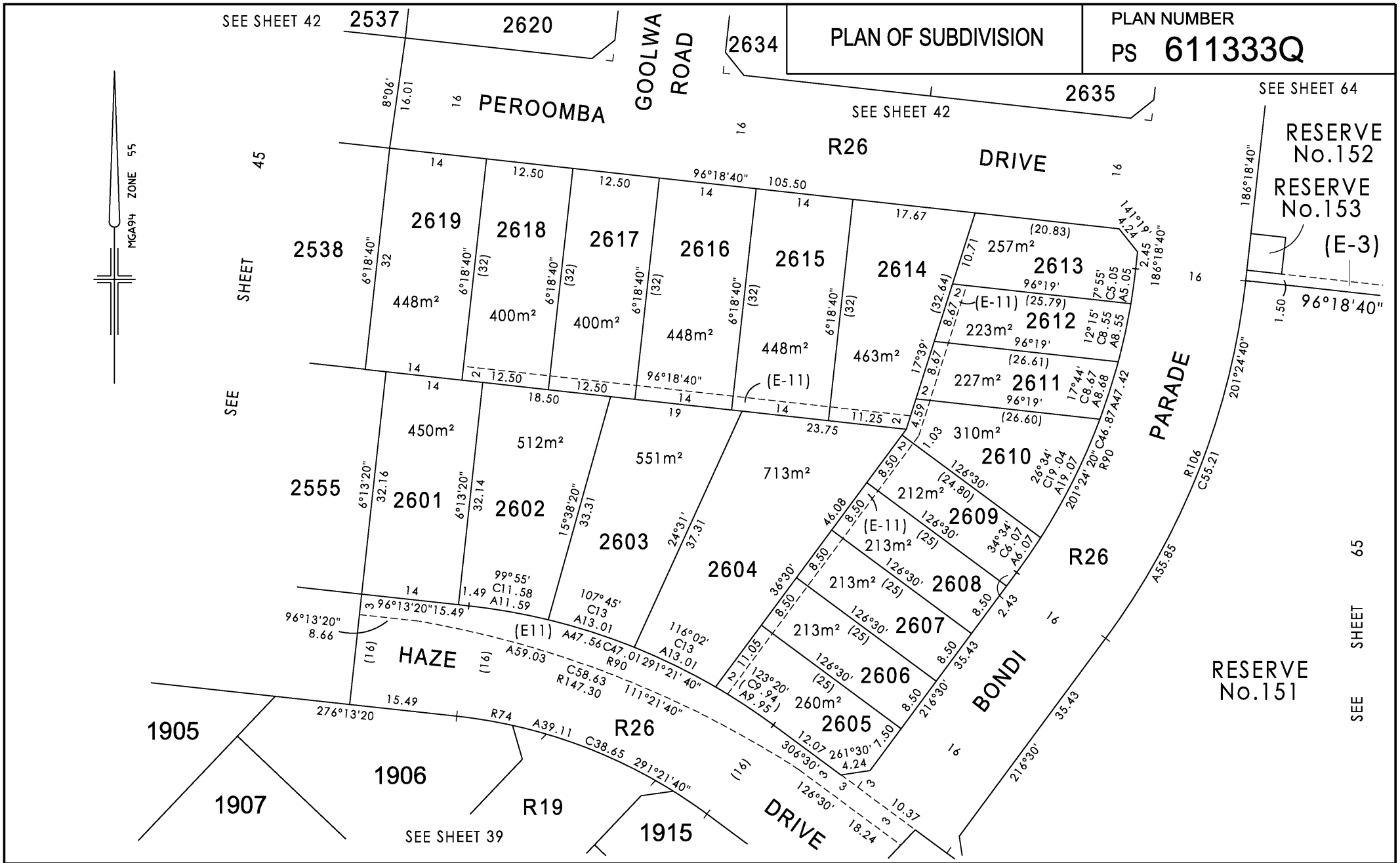
REF: 6847

VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE
1:500

10 0 10 20
LENGTHS ARE IN METRES

REF: 6847 VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

SHEET 41

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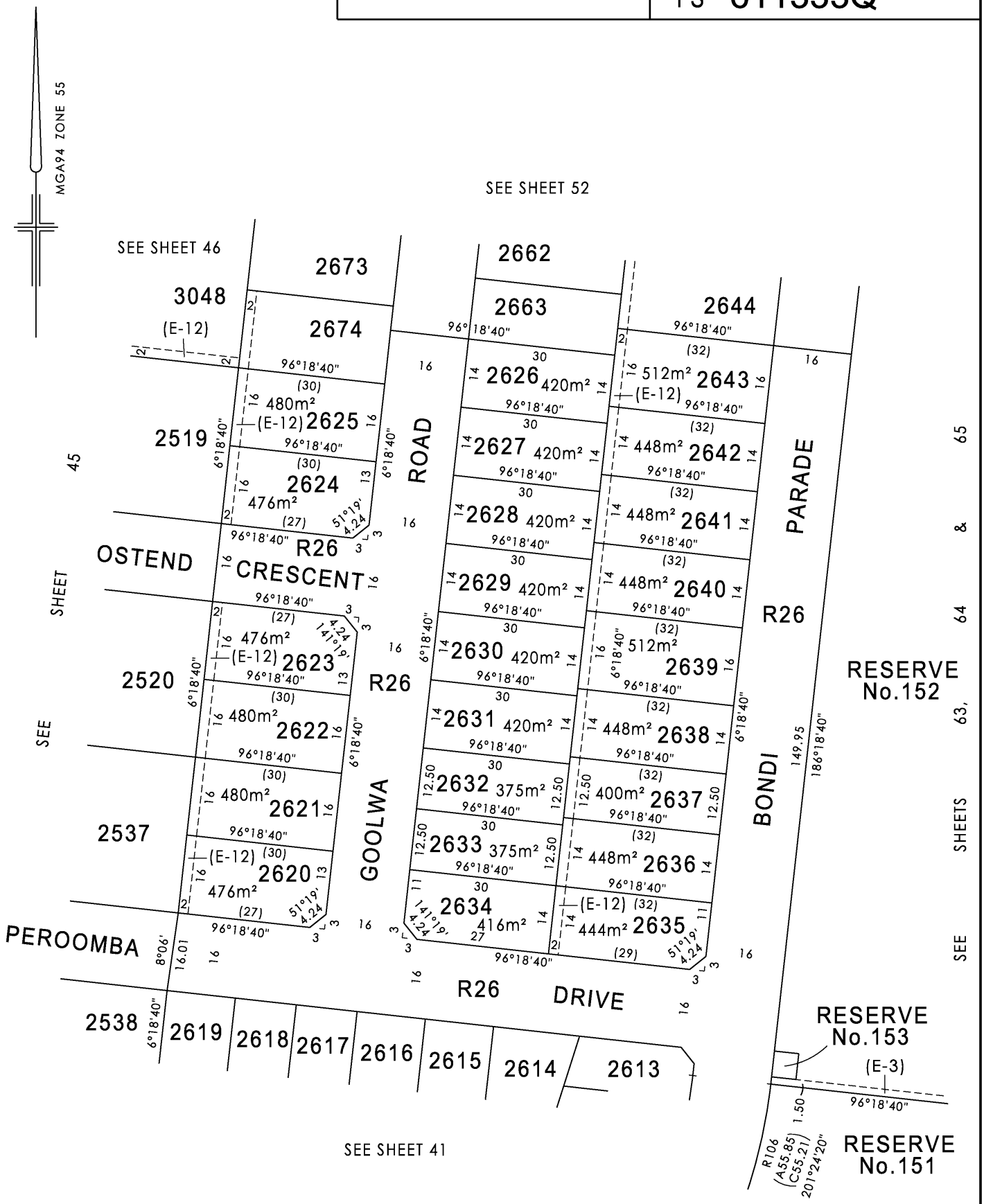
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE		ORIGINAL SHEET SIZE A3	SHEET 42
1:750	10 0 10 20 30 40 LENGTHS ARE IN METRES	REF: 6847	VERSION: 32
	LICENSED SURVEYOR: GLEN VILLELLA		

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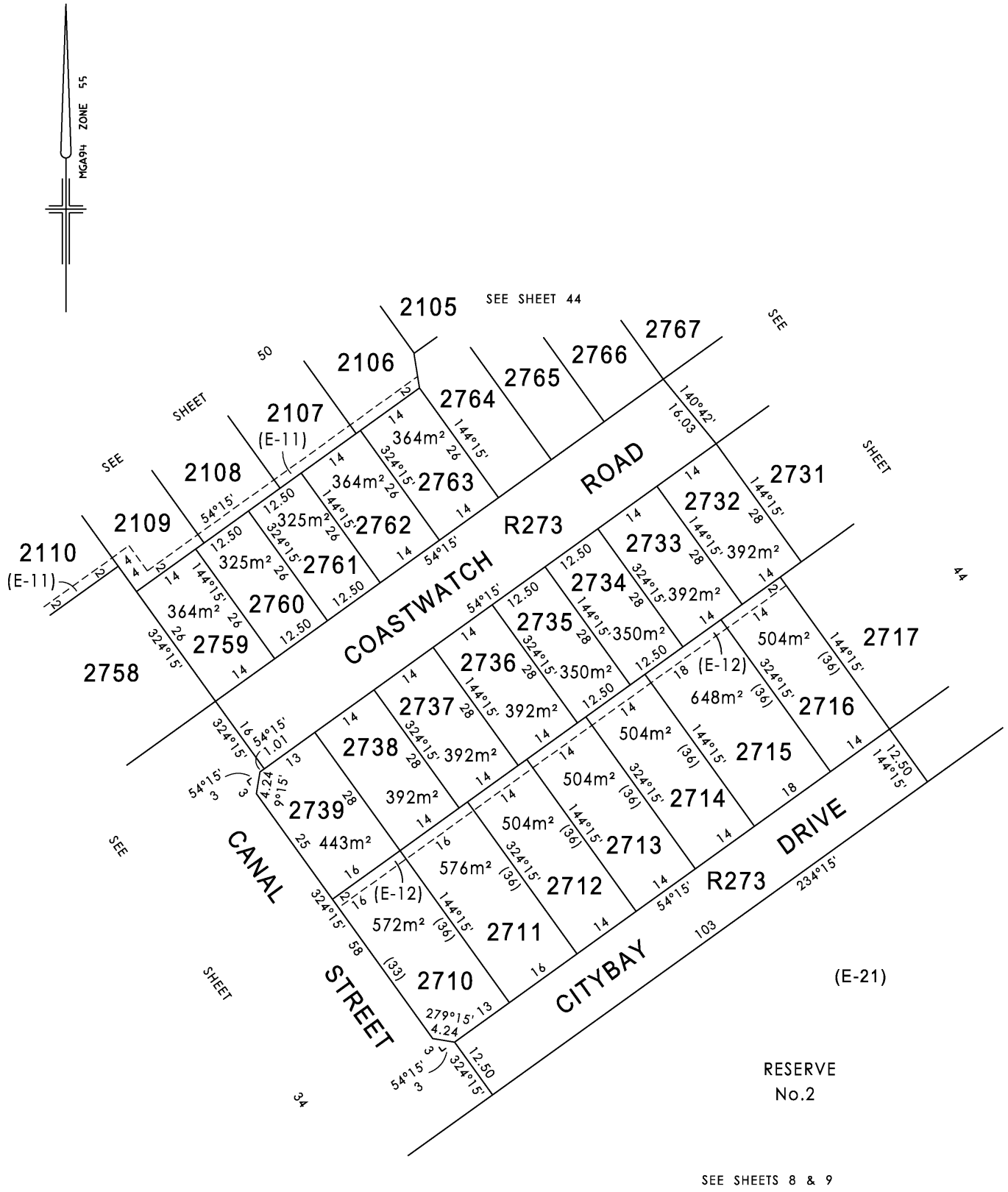
PLAN OF SUBDIVISION

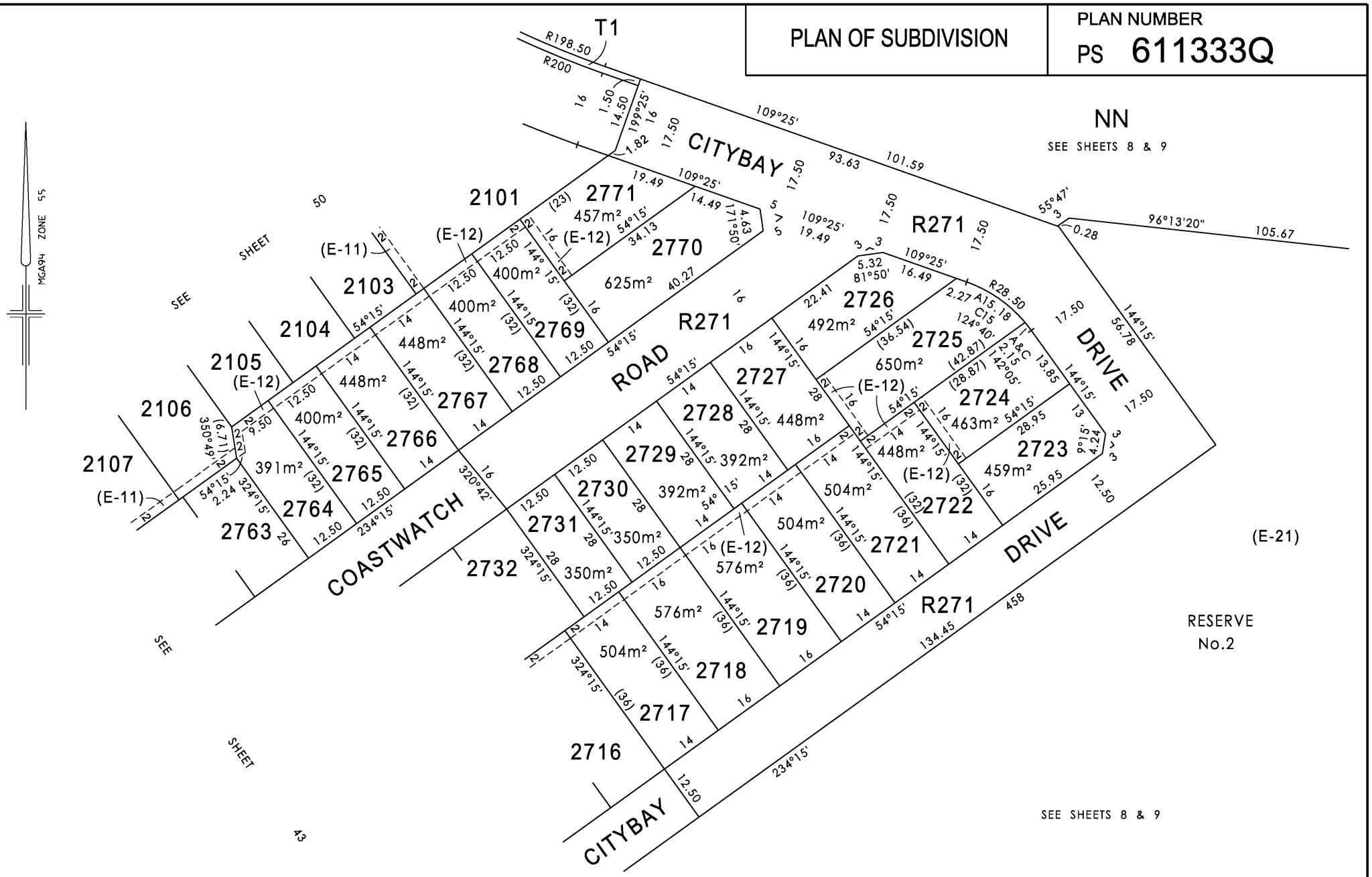
PLAN NUMBER
PS 611333Q



Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE 1:750	10 0 10 20 30 40 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 43
	LICENSED SURVEYOR: GLEN VILLELLA		REF: 6847 / VERSION: 32

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE
1:750

10 0 10 20 30 40
LENGTHS ARE IN METRES

REF: 6847 VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

SHEET 44

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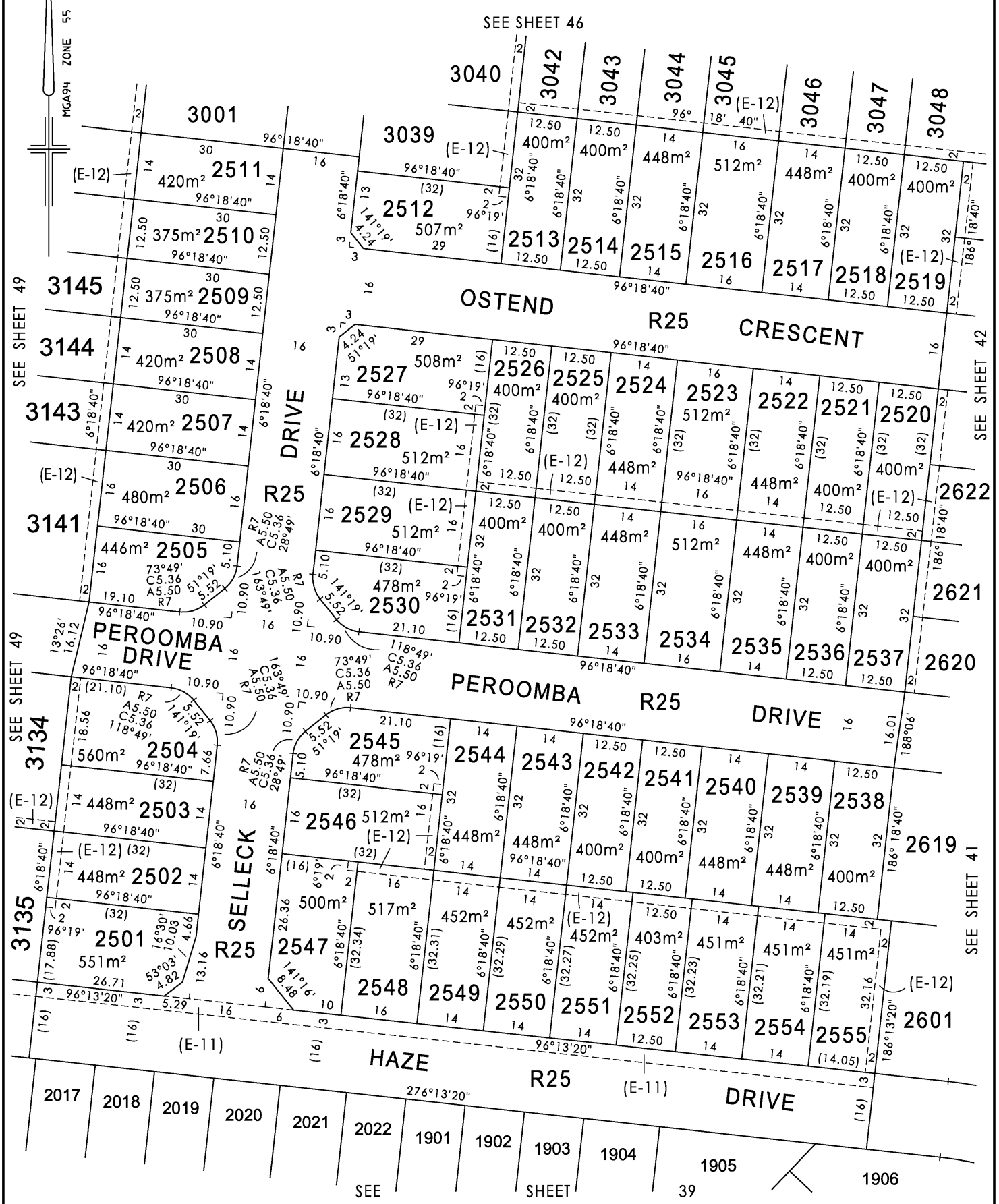
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE		ORIGINAL SHEET SIZE A3	SHEET 45
1:750	10 0 10 20 30 40 LENGTHS ARE IN METRES	REF: 6847	VERSION: 32
LICENSED SURVEYOR: GLEN VILLELLA			

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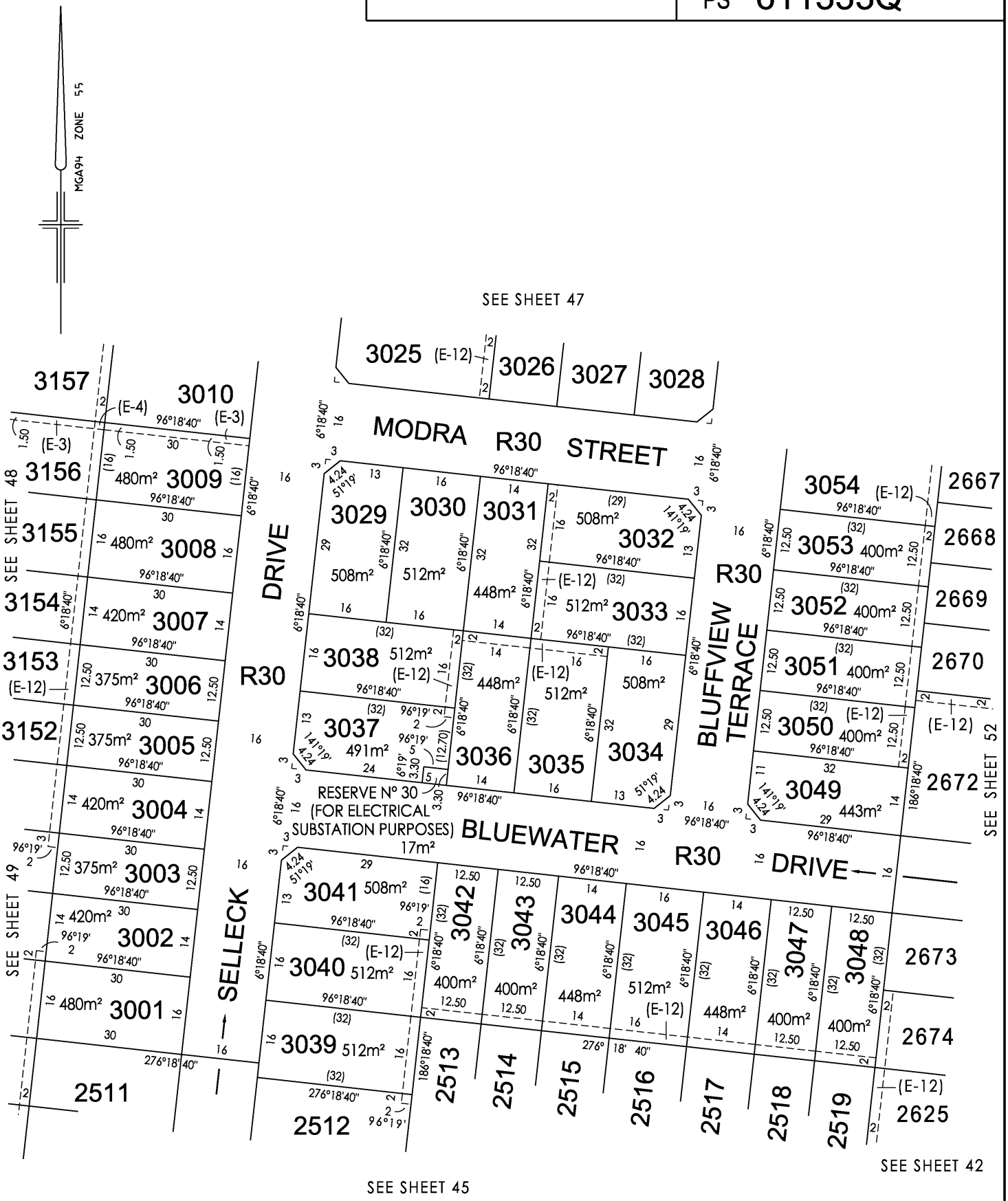
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE 1:750	10 0 10 20 30 40 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 46
	LICENSED SURVEYOR: GLEN VILLELLA		REF: 6847 / VERSION: 32

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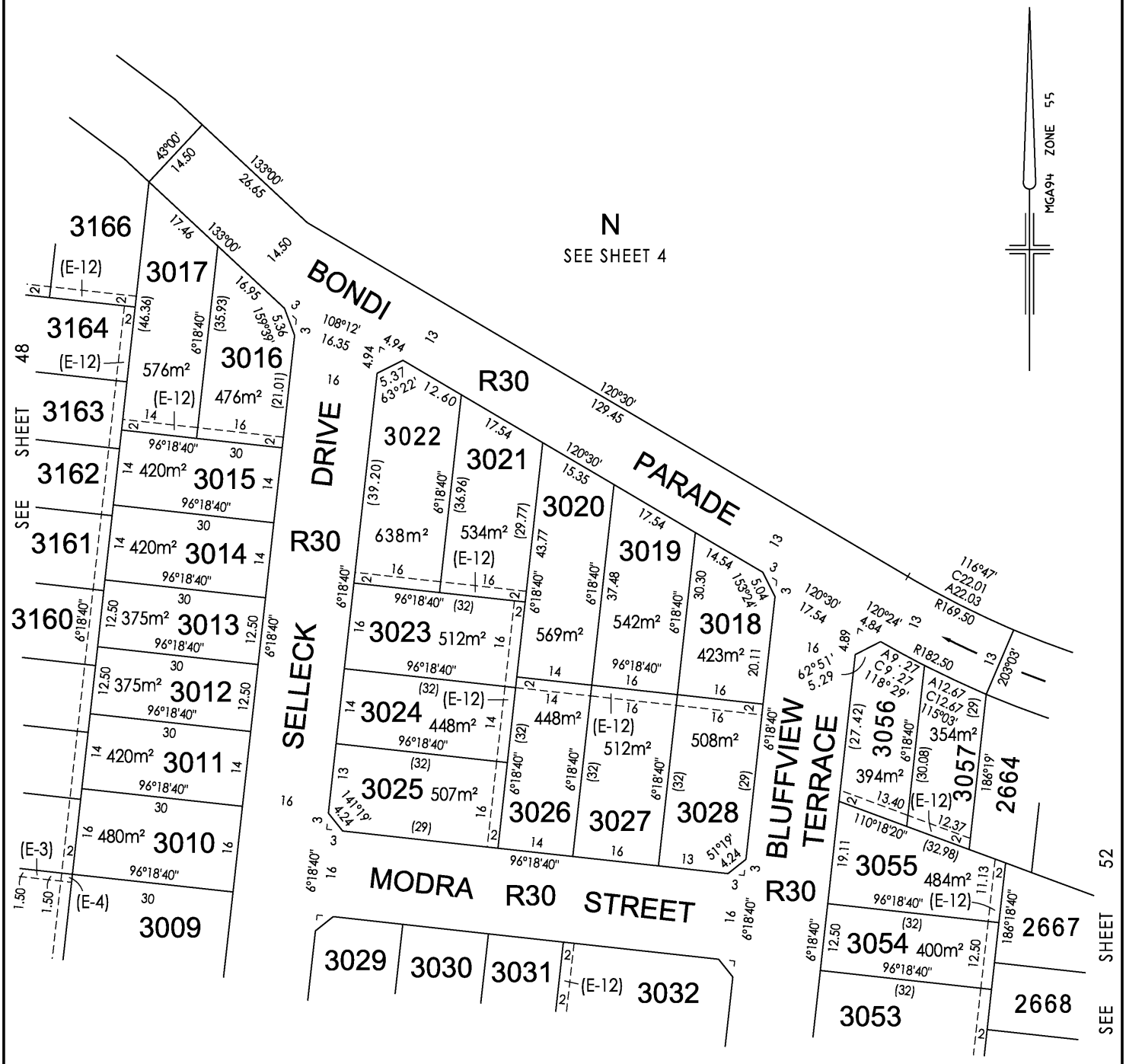
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE		ORIGINAL SHEET SIZE A3	SHEET 47
1:750	10 0 10 20 30 40 LENGTHS ARE IN METRES	REF: 6847	VERSION: 32
	LICENSED SURVEYOR: GLEN VILLELLA		

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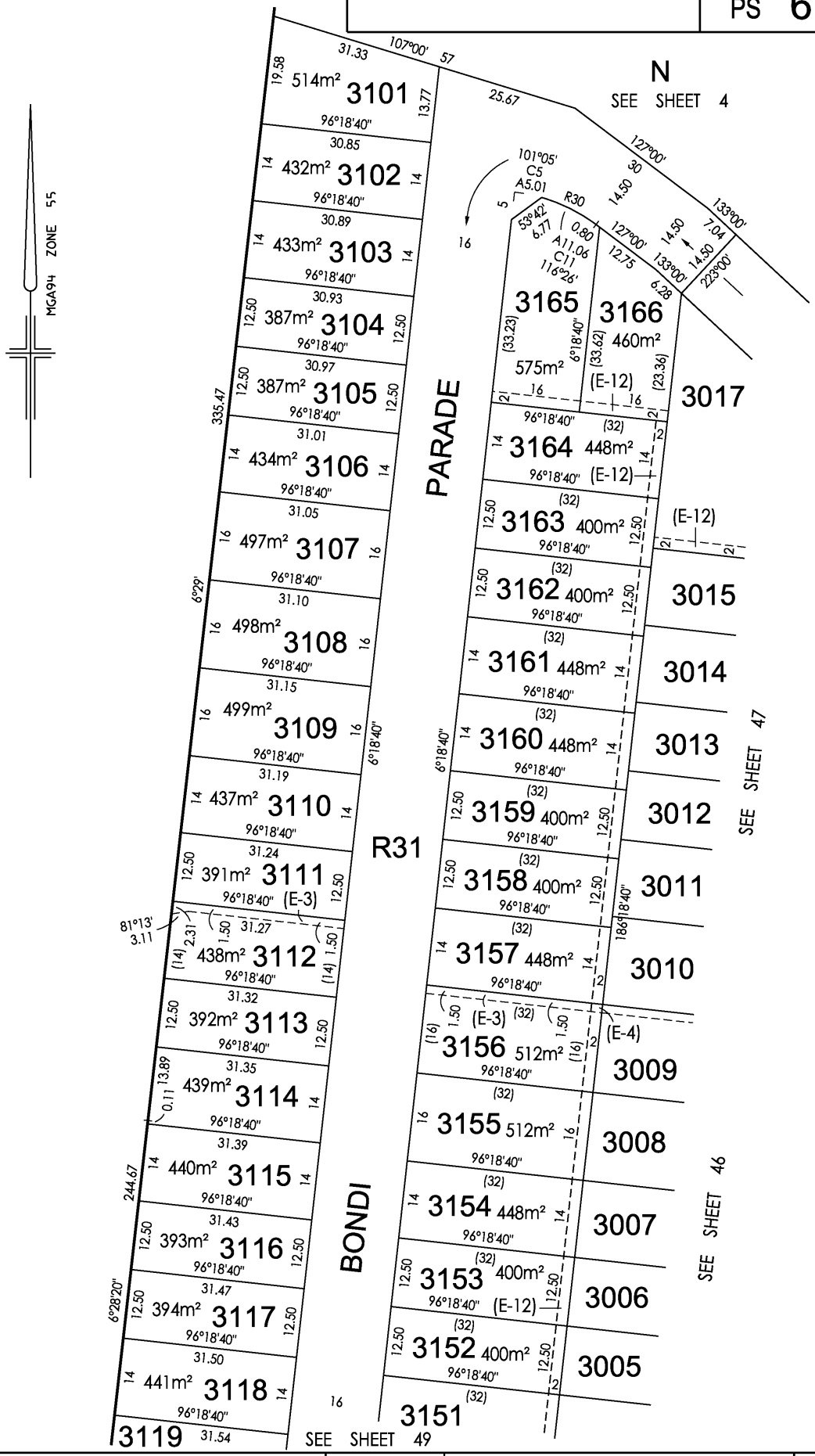
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE 1:750

10 0 10 20 30 40
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 48

REF: 6847

VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

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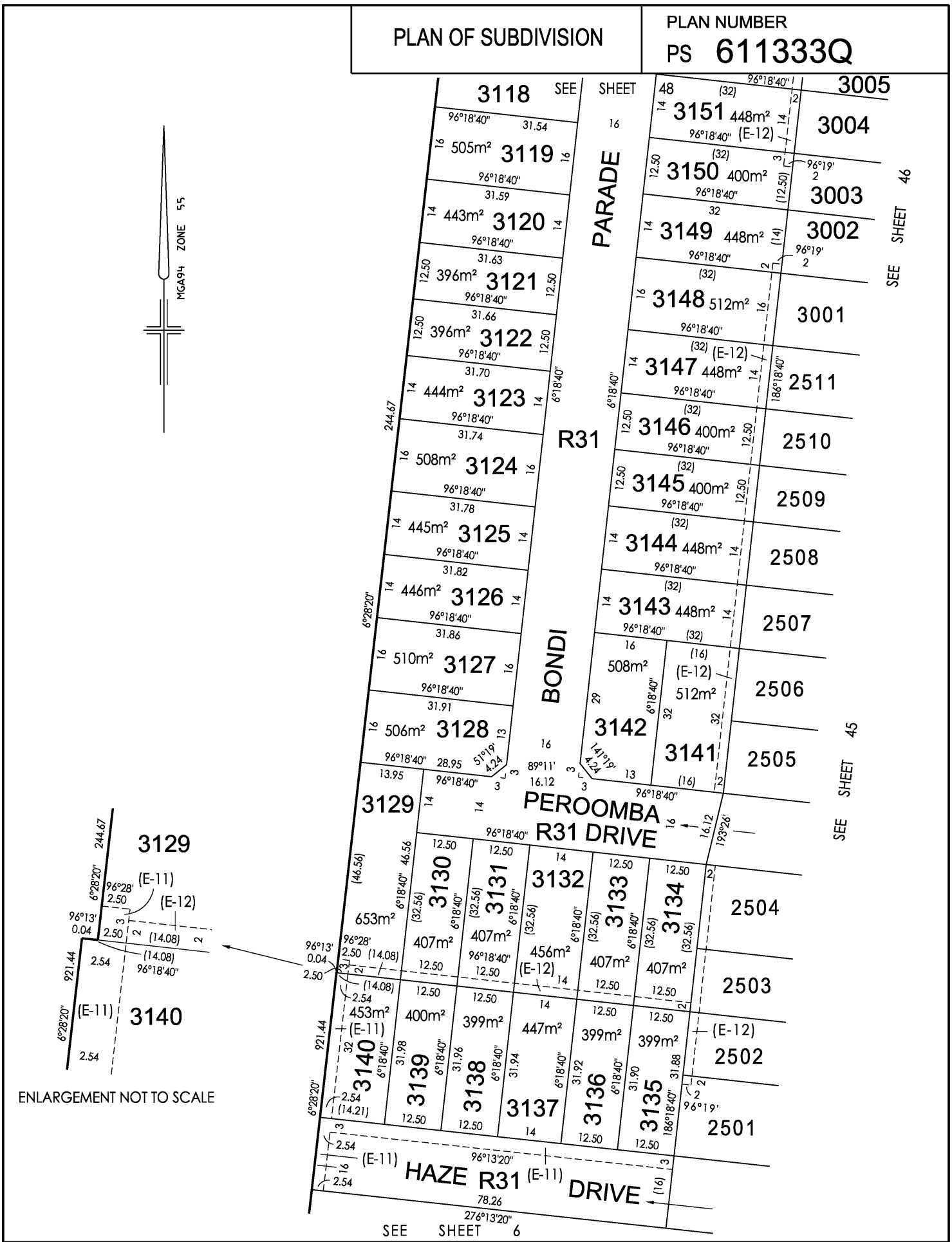
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE 1:750

10 0 10 20 30 40
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 49

REF: 6847

VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

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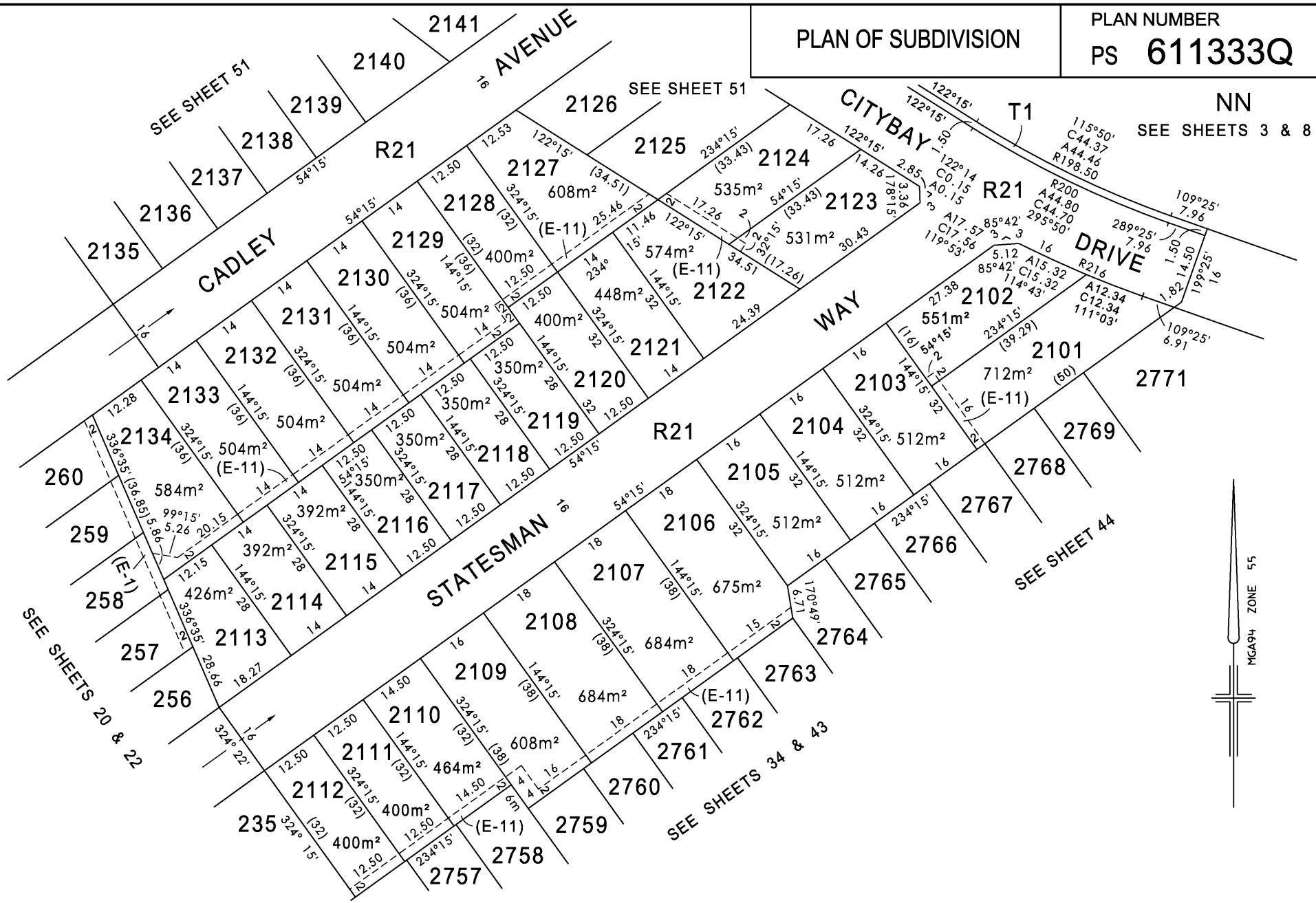
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE
1:750

10 0 10 20 30 40
LENGTHS ARE IN METRES

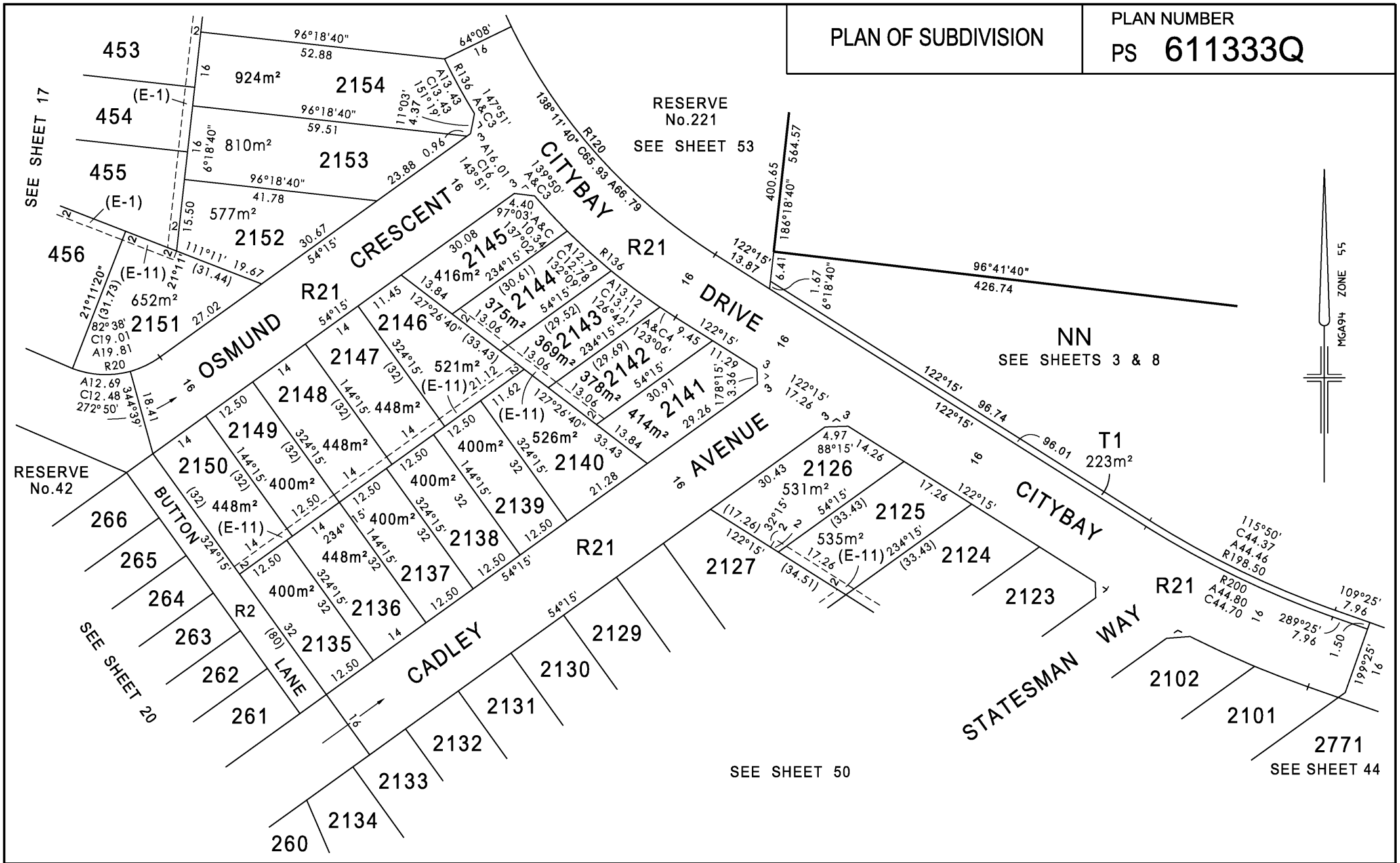
REF: 6847 VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE
1:750

10 0 10 20 30 40
LENGTHS ARE IN METRES

REF: 6847 VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

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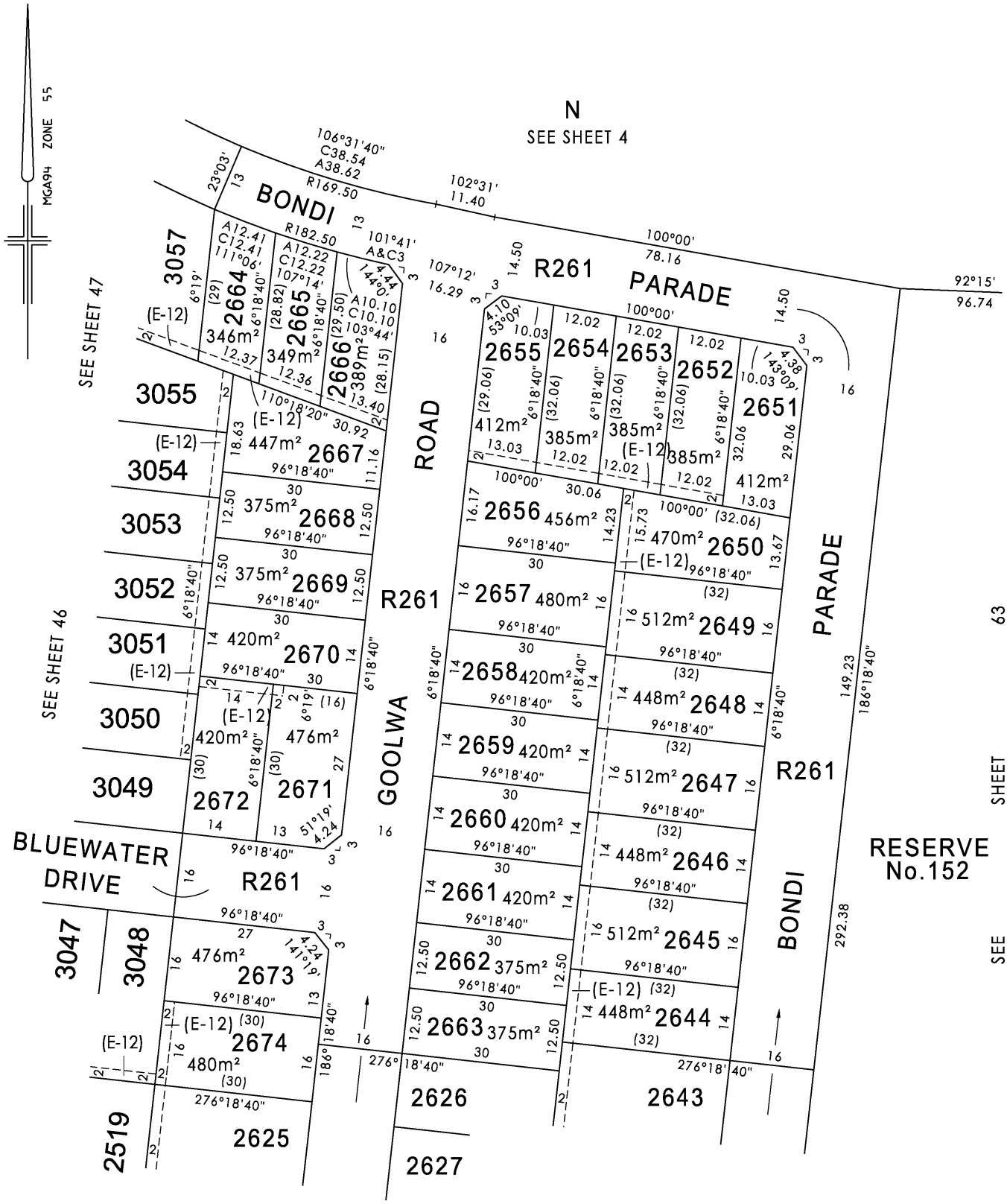
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE 1:750	10 0 10 20 30 40 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 52
	LICENSED SURVEYOR: GLEN VILLELLA		REF: 6847 / VERSION: 32

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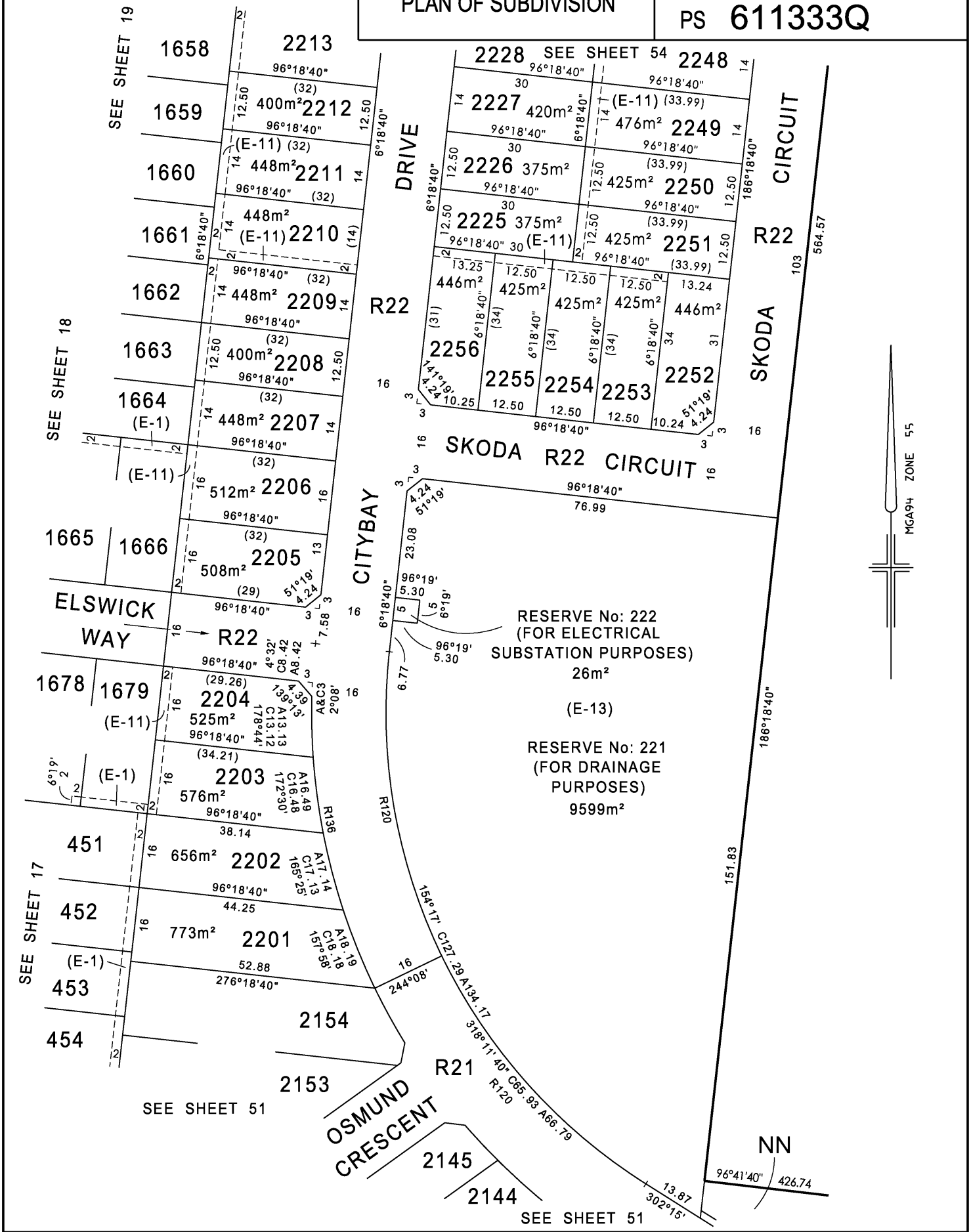
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE 1:750

10 0 10 20 30 40
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 53

REF: 6847

VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

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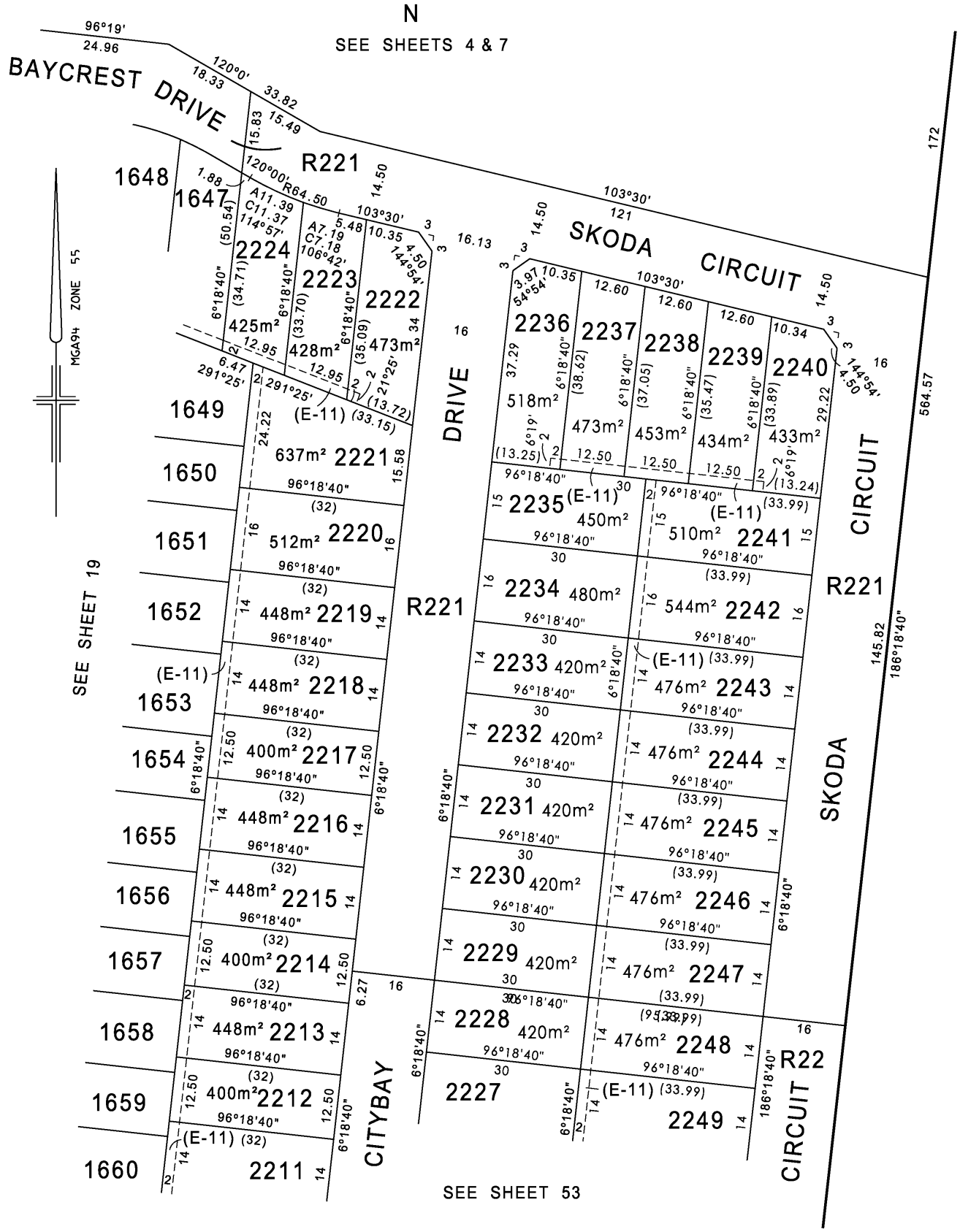
PLAN OF SUBDIVISION

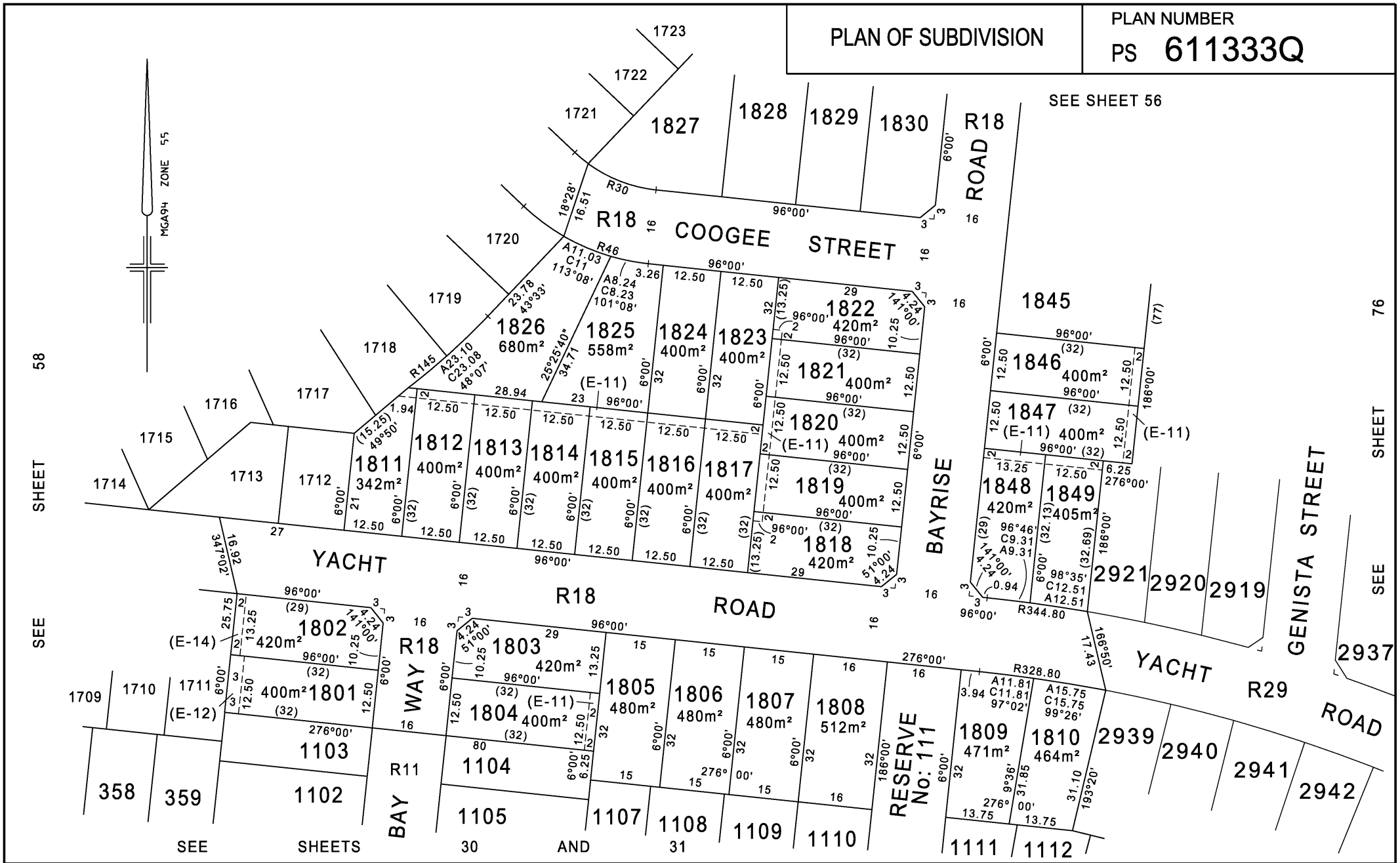
PLAN NUMBER
PS 611333Q



Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE 1:750	10 0 10 20 30 40 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 54
	LICENSED SURVEYOR: GLEN VILLELLA		REF: 6847 / VERSION: 32

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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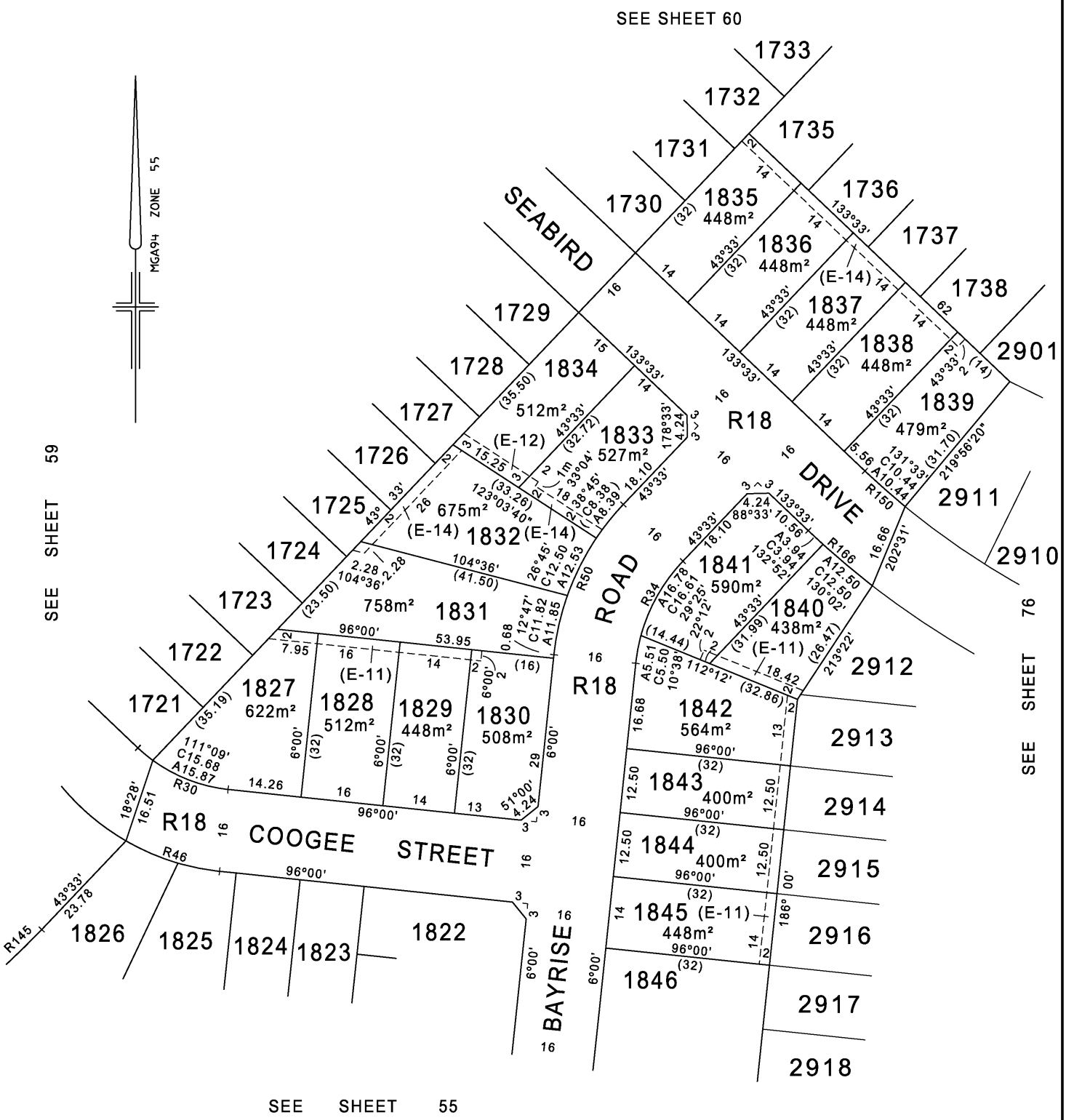
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE		ORIGINAL SHEET SIZE A3	SHEET 56
1:750	10 0 10 20 30 40 LENGTHS ARE IN METRES	REF: 6847	VERSION: 32
LICENSED SURVEYOR: GLEN VILLELLA			

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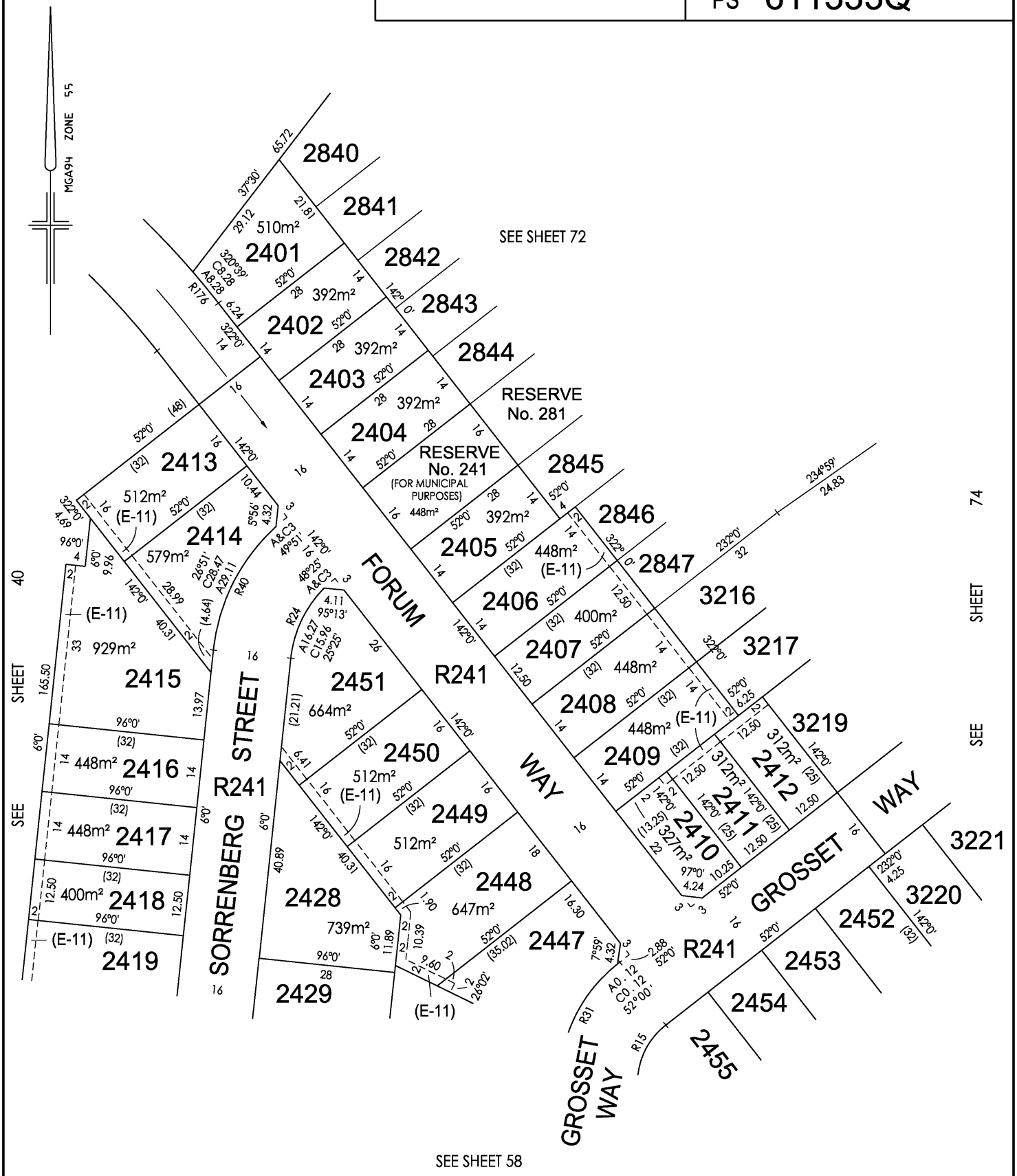
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE		ORIGINAL SHEET SIZE A3	SHEET 57
1:750	10 0 10 20 30 40 LENGTHS ARE IN METRES	REF: 6847	VERSION: 32
	LICENSED SURVEYOR: GLEN VILLELLA		

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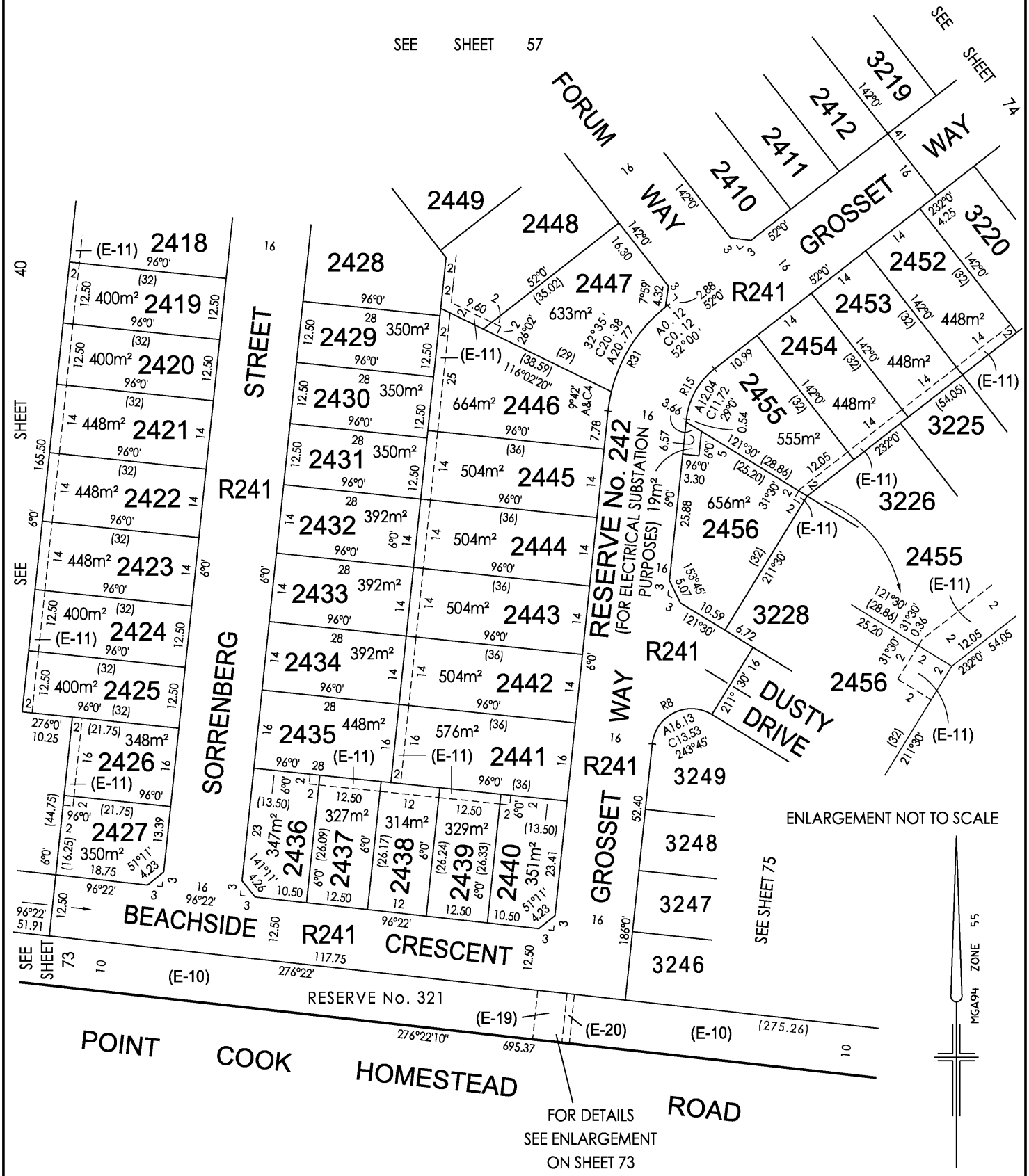
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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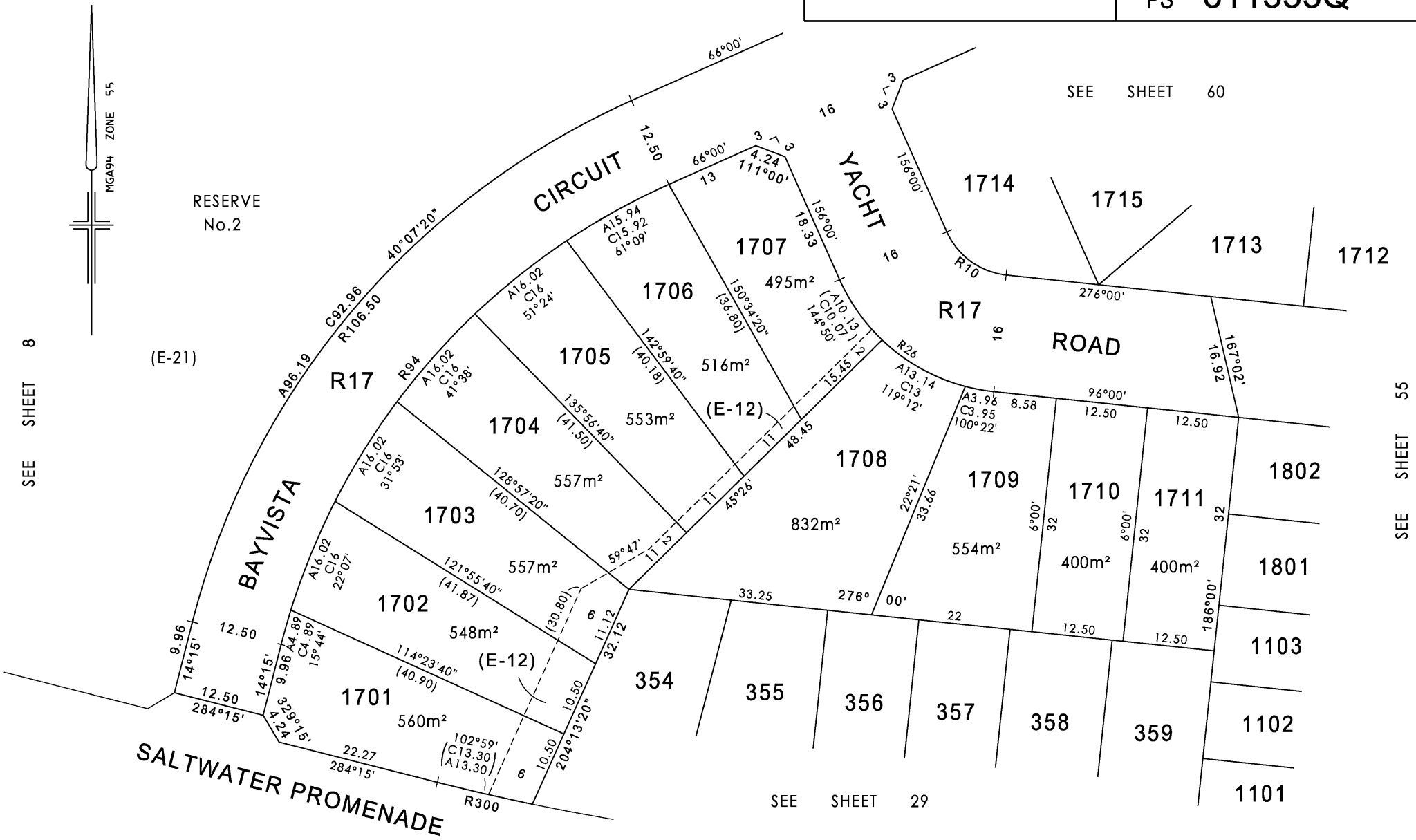
SCALE		ORIGINAL SHEET SIZE A3	SHEET 58
1:750	10 0 10 20 30 40 LENGTHS ARE IN METRES	REF: 6847	VERSION: 32
	LICENSED SURVEYOR: GLEN VILLELLA		

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE
1:500

10 0 10 20
LENGTHS ARE IN METRES

REF: 6847 VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

SHEET 59

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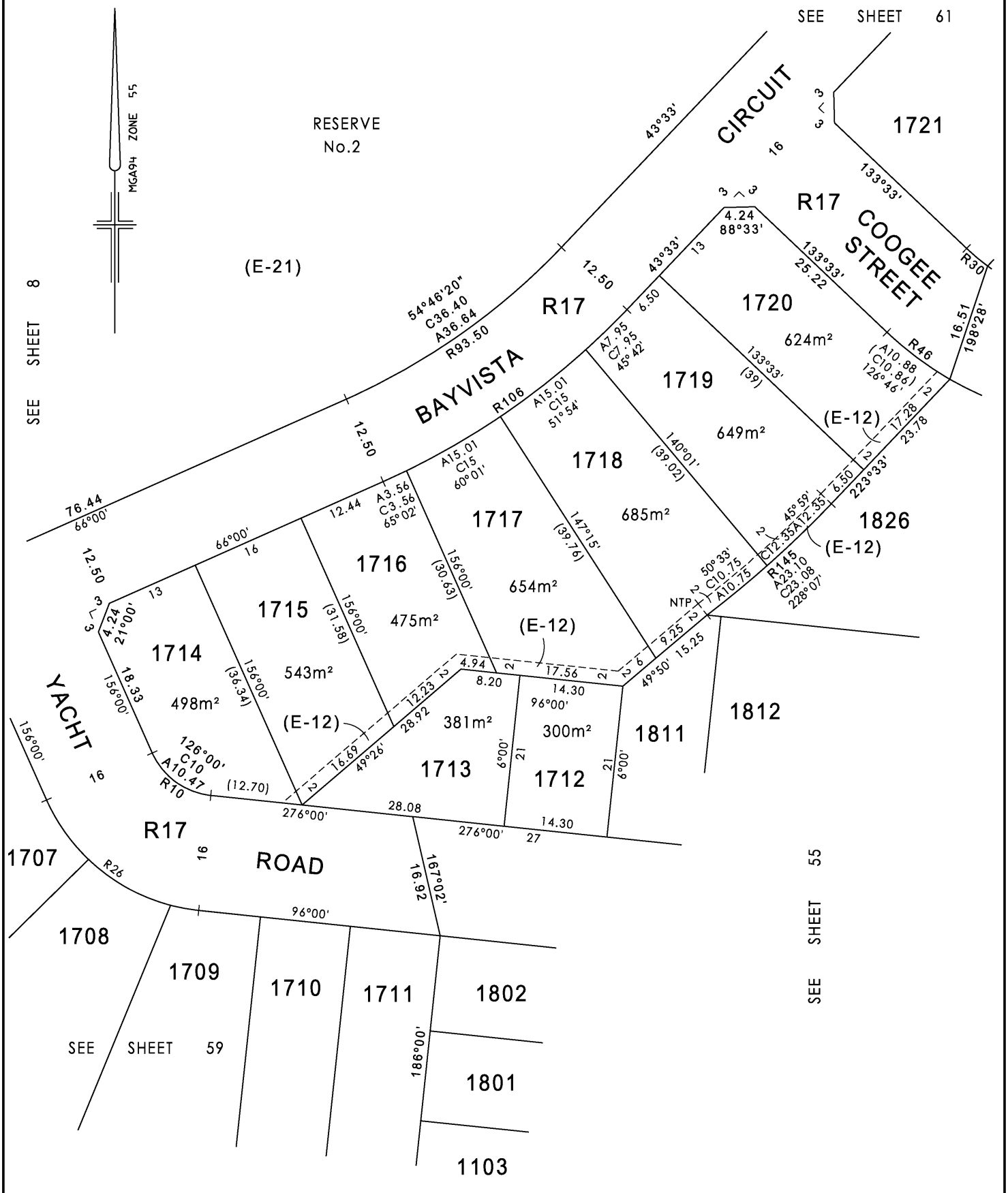
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE		ORIGINAL SHEET SIZE A3	SHEET 60
1:500	10 0 10 20 LENGTHS ARE IN METRES	REF: 6847	VERSION: 32
	LICENSED SURVEYOR: GLEN VILLELLA		

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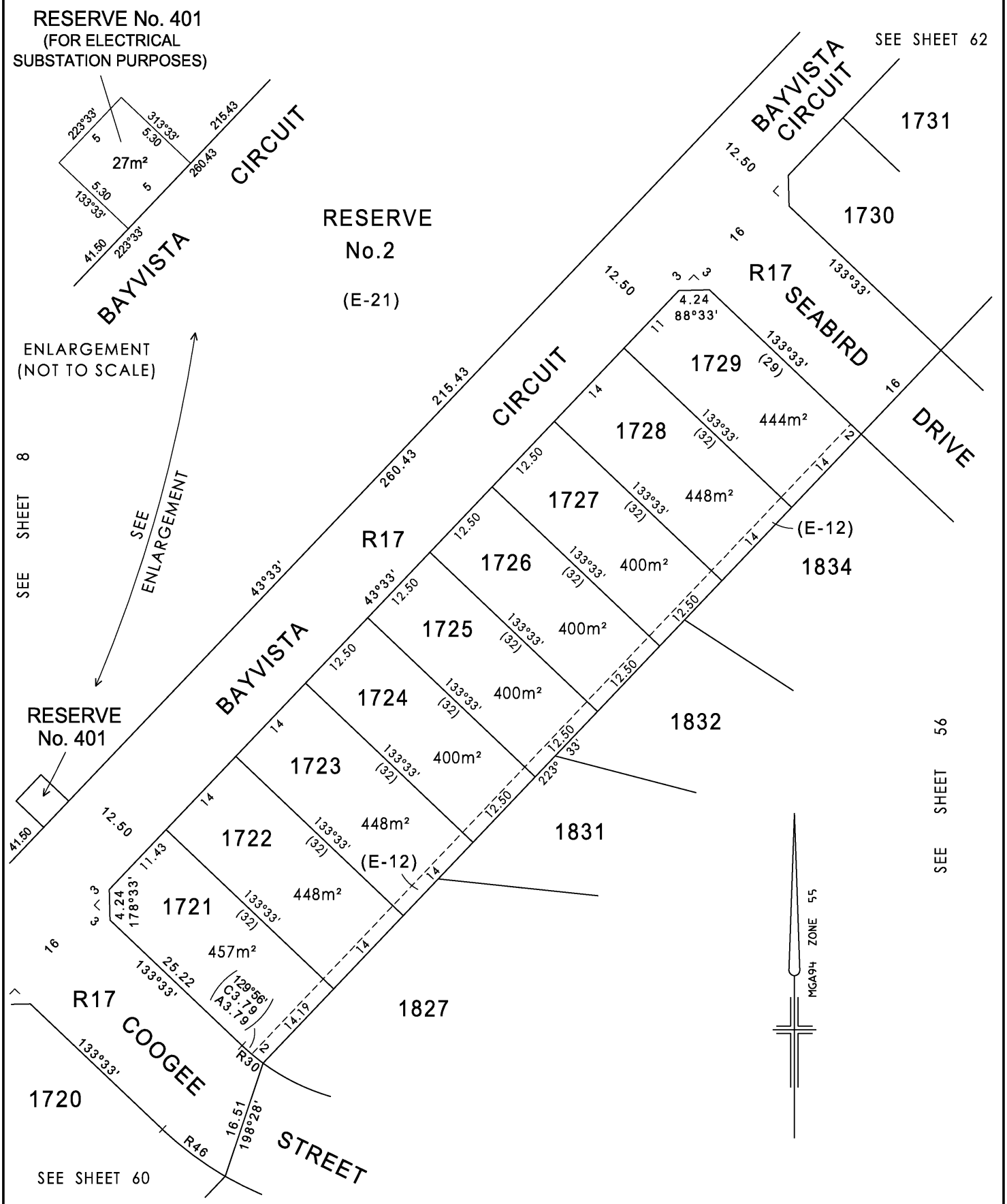
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE 1:500	10 0 10 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 61 REF: 6847 / VERSION: 32
	LICENSED SURVEYOR: GLEN VILLELLA		

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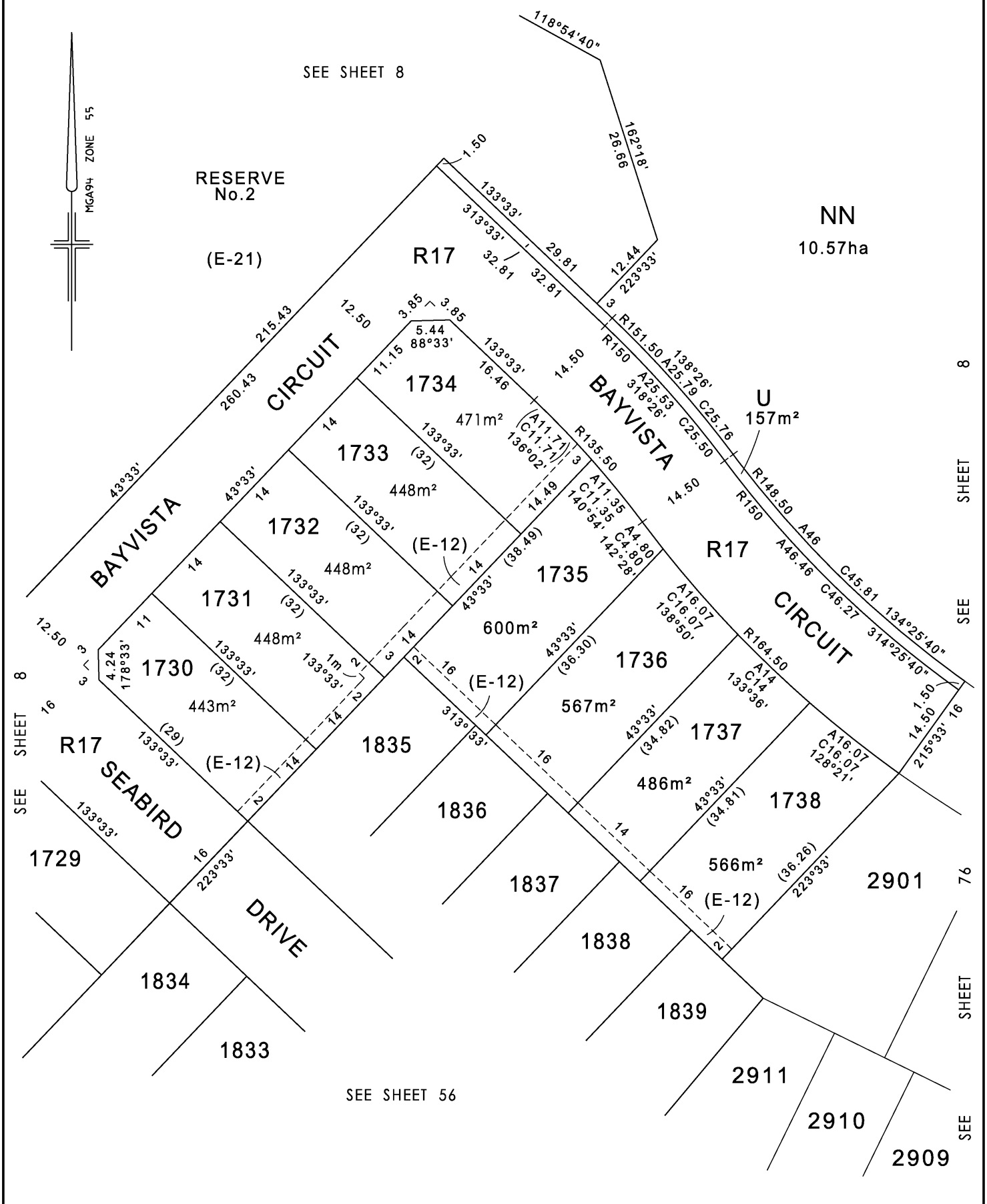
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE		ORIGINAL SHEET SIZE A3	SHEET 62
1:500	10 0 10 20 LENGTHS ARE IN METRES	REF: 6847	VERSION: 32
	LICENSED SURVEYOR: GLEN VILLELLA		

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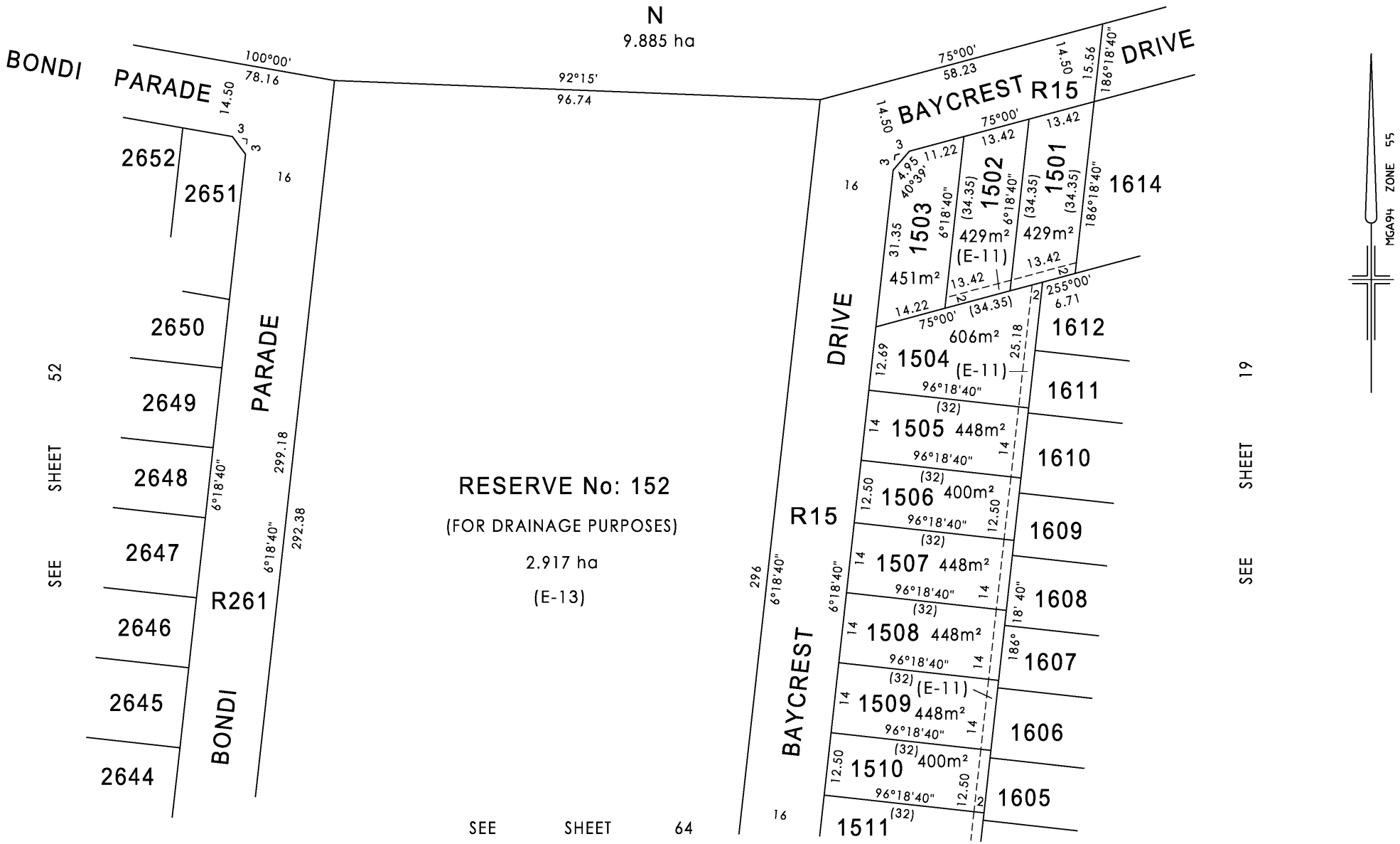
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE
1:750

10 0 10 20 30 40
LENGTHS ARE IN METRES

REF: 6847 VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

SHEET 63

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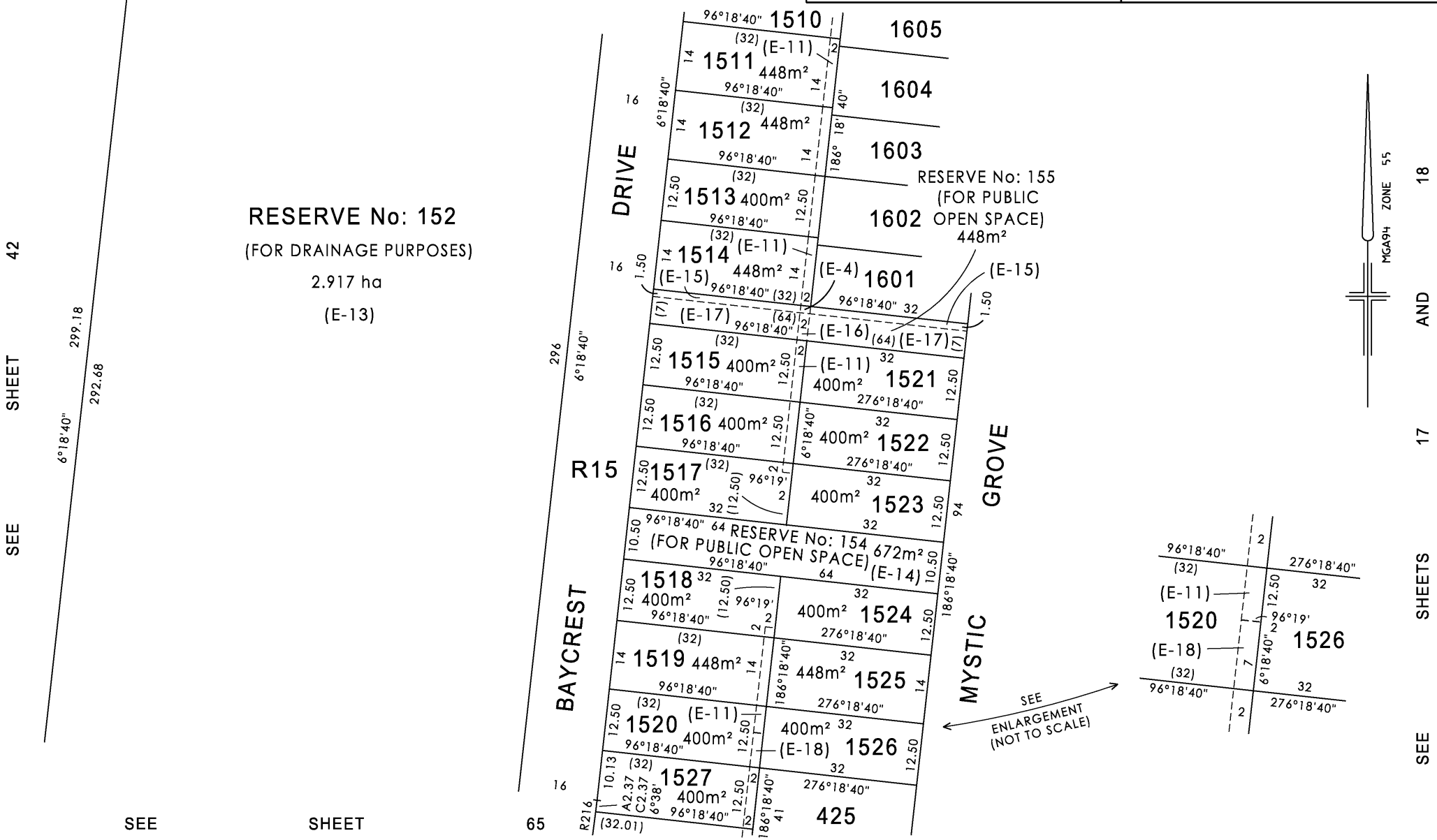
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE
1:750

10 0 10 20 30 40
LENGTHS ARE IN METRES

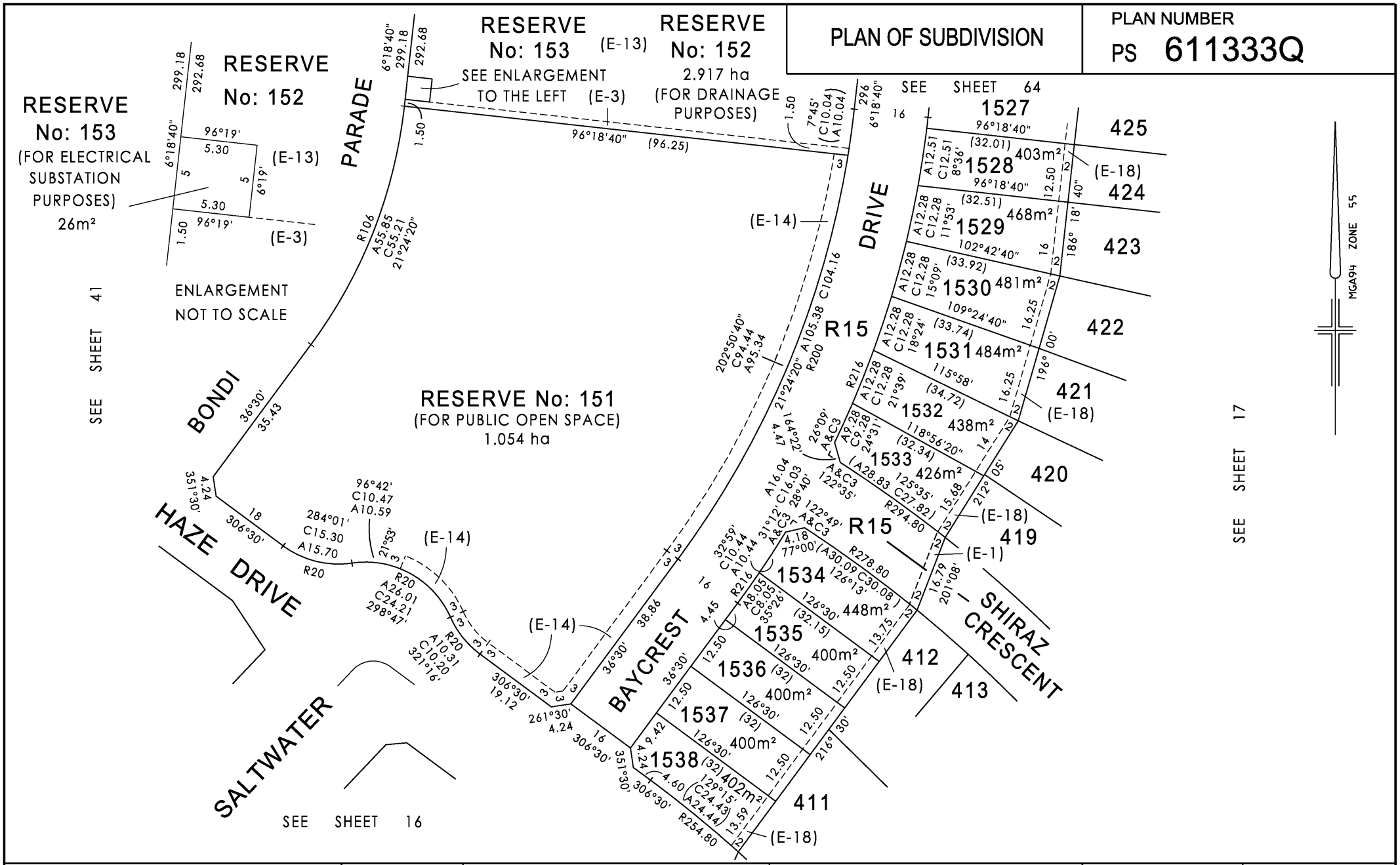
REF: 6847 VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE
1:750

10 0 10 20 30 40
LENGTHS ARE IN METRES

REF: 6847 VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

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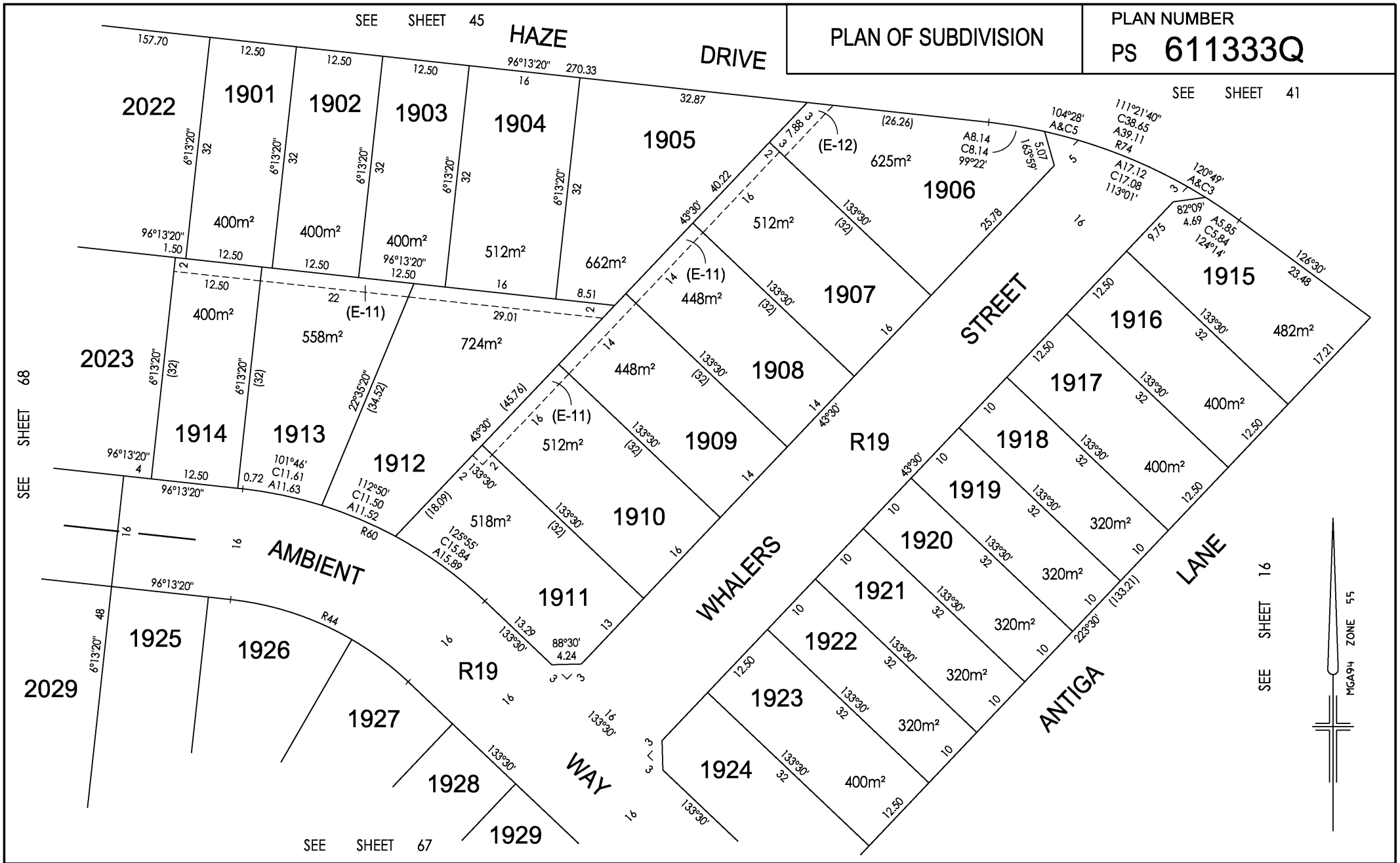
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE
1:500

10 0 10 20
LENGTHS ARE IN METRES

REF: 6847 VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

SHEET 66

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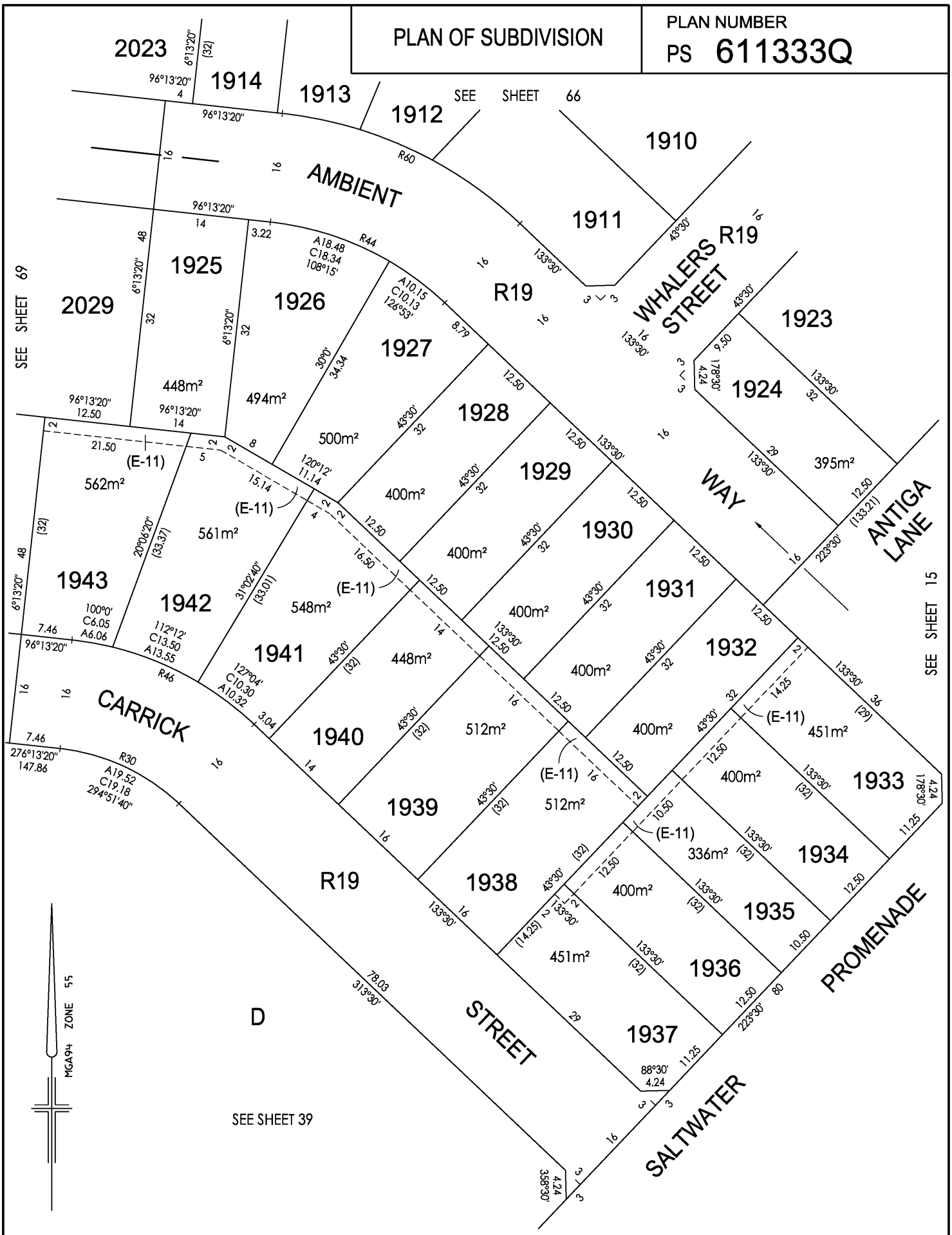
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE		ORIGINAL SHEET SIZE A3	SHEET 67
1:500	10 0 10 20 LENGTHS ARE IN METRES	REF: 6847	VERSION: 32
	LICENSED SURVEYOR: GLEN VILLELLA		

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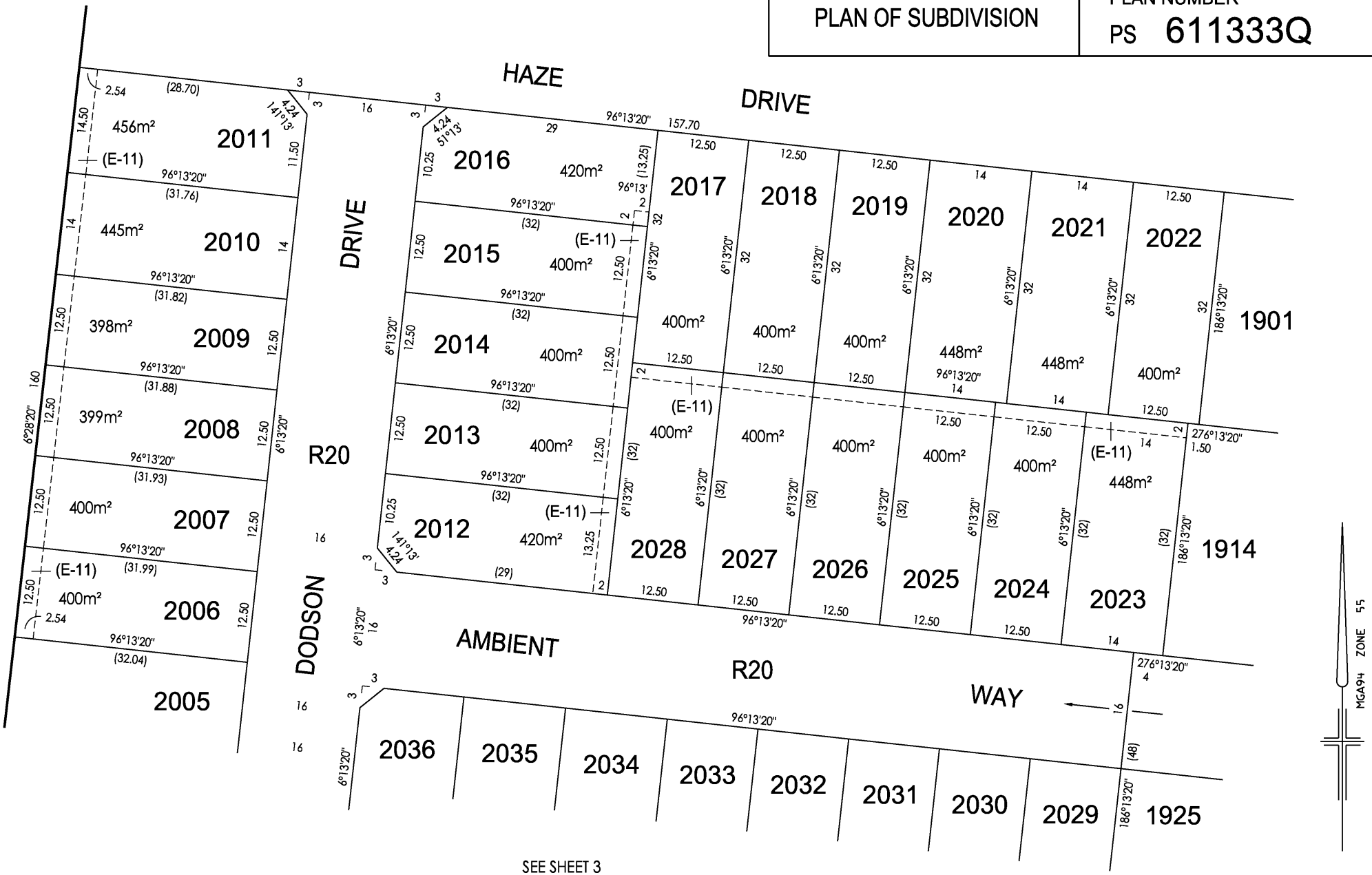
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



SEE SHEET 3

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SCALE
1:500

10 0 10 20
LENGTHS ARE IN METRES

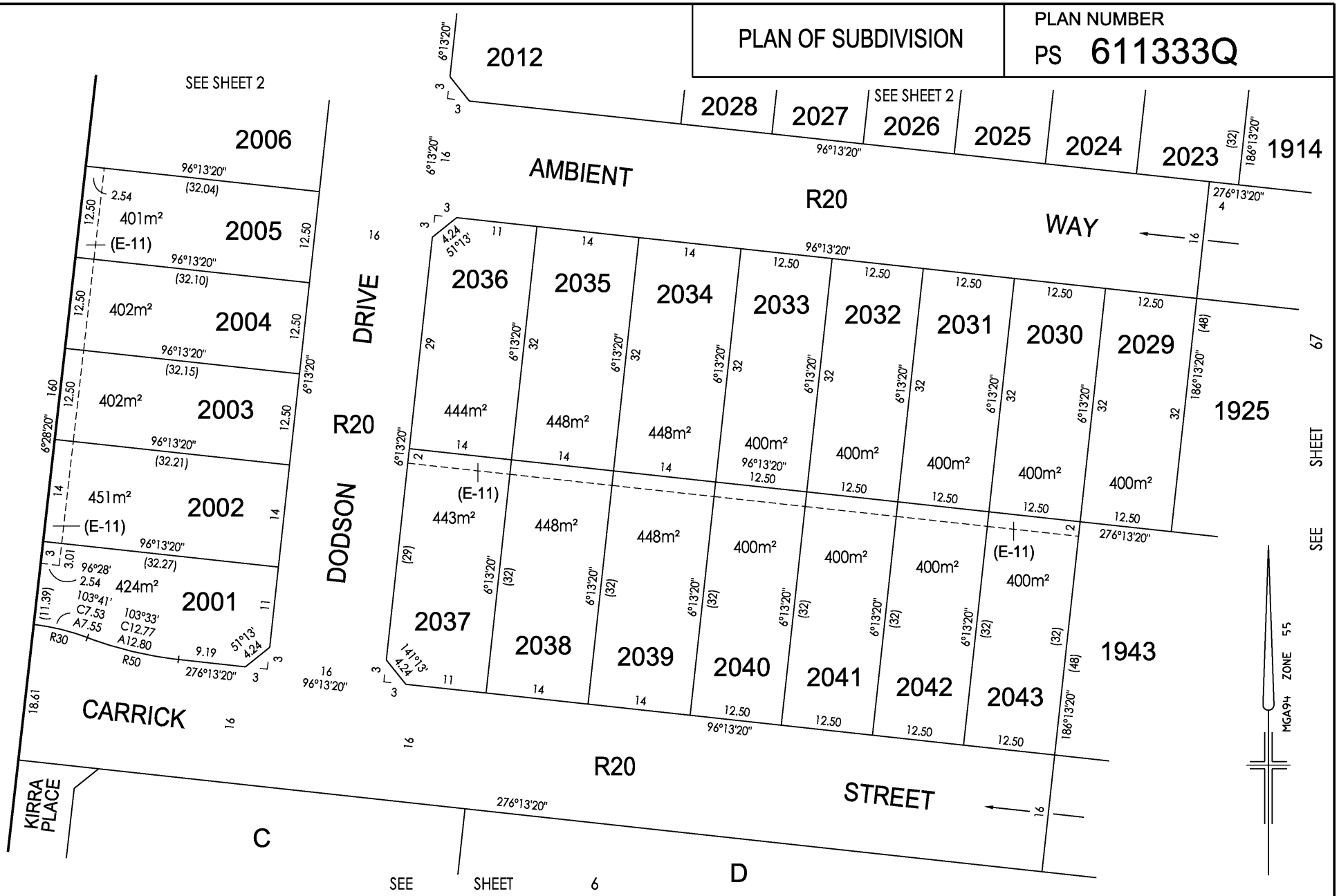
REF: 6847 VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE
1:500

10 0 10 20
LENGTHS ARE IN METRES

REF: 6847 VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

SHEET 69

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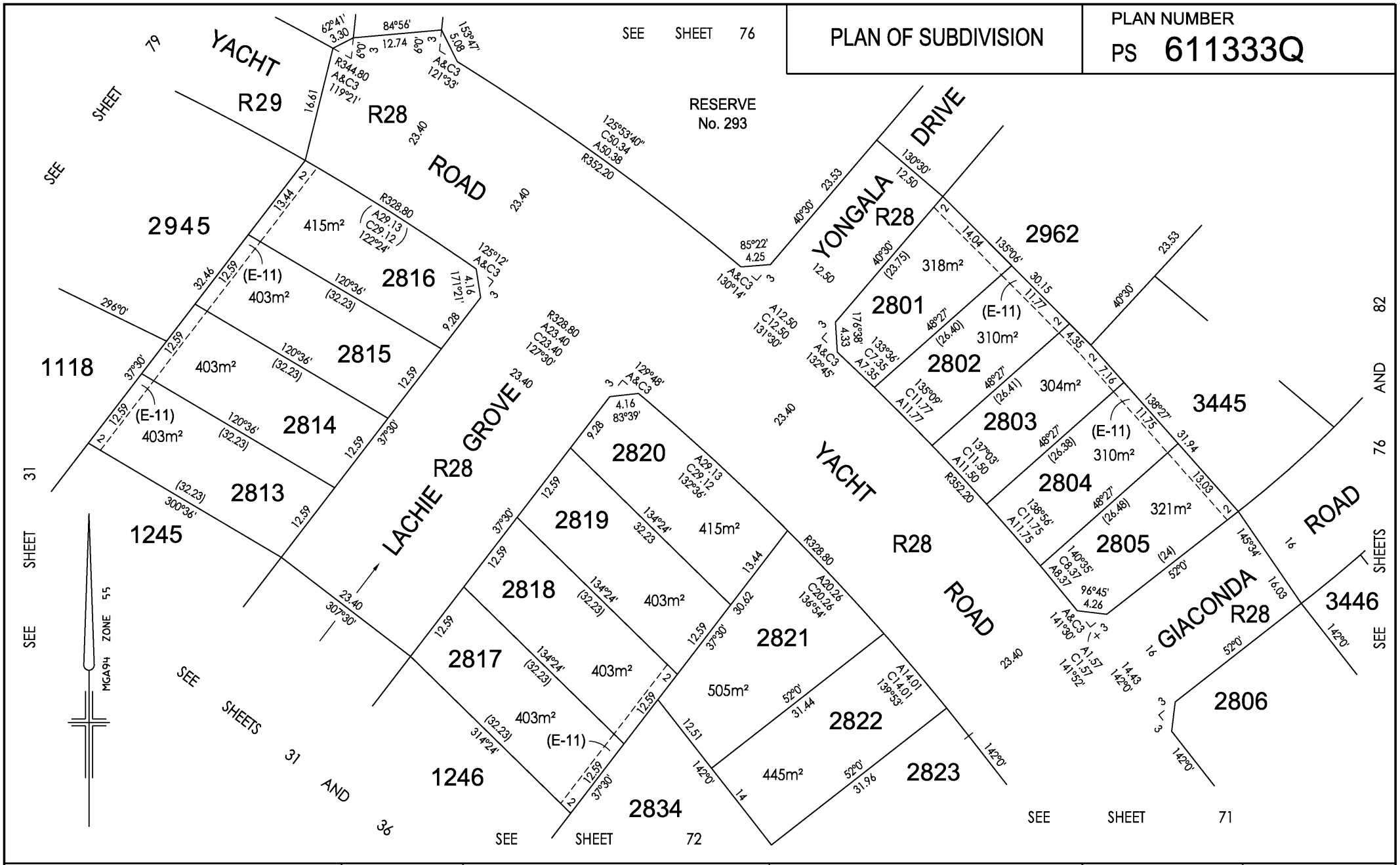
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE
1:500

10 0 10 20
LENGTHS ARE IN METRES

REF: 6847 VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

SHEET 70

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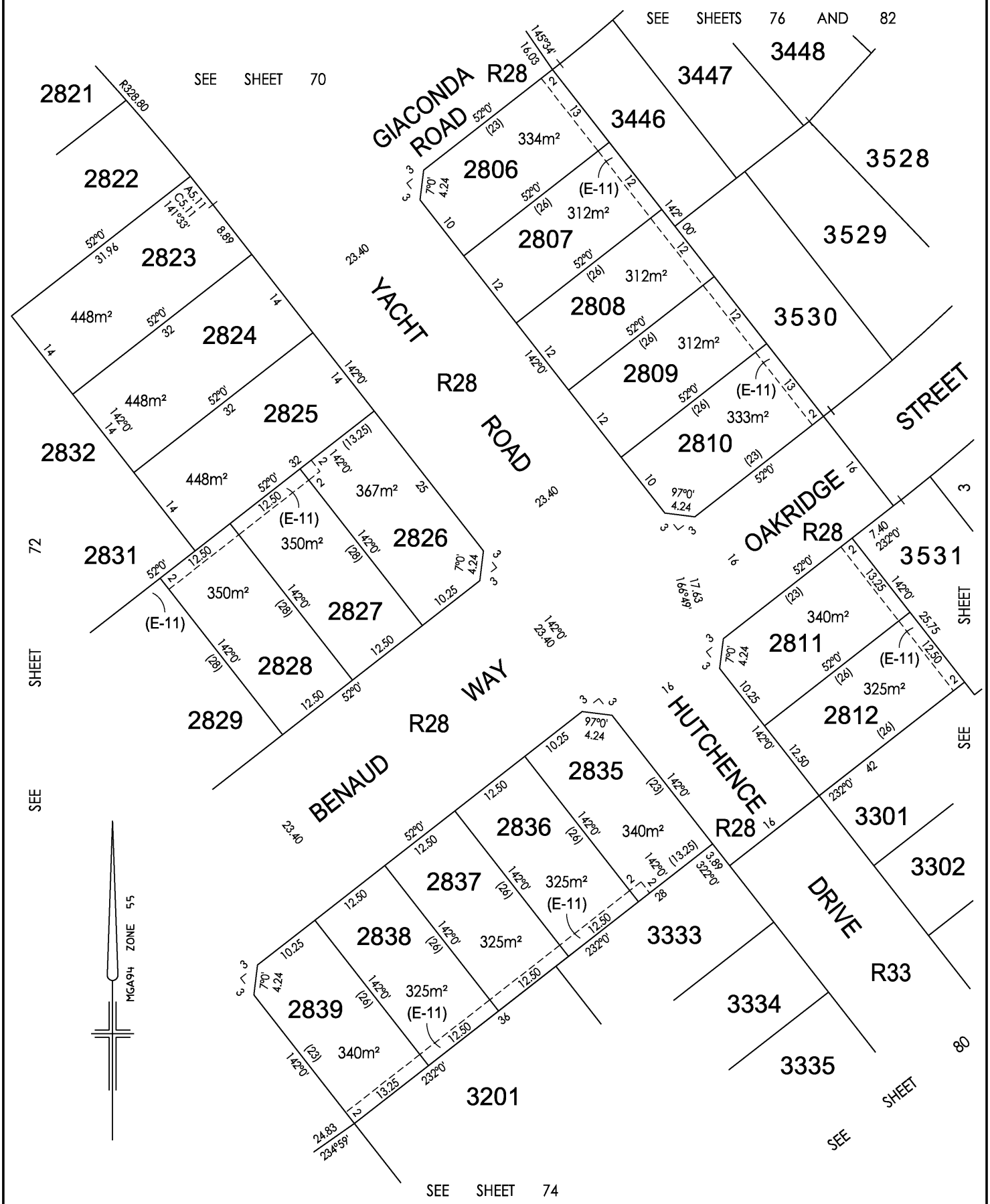
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE		ORIGINAL SHEET SIZE A3	SHEET 71
1:500	10 0 10 20 LENGTHS ARE IN METRES	REF: 6847	VERSION: 32
LICENSED SURVEYOR: GLEN VILLELLA			

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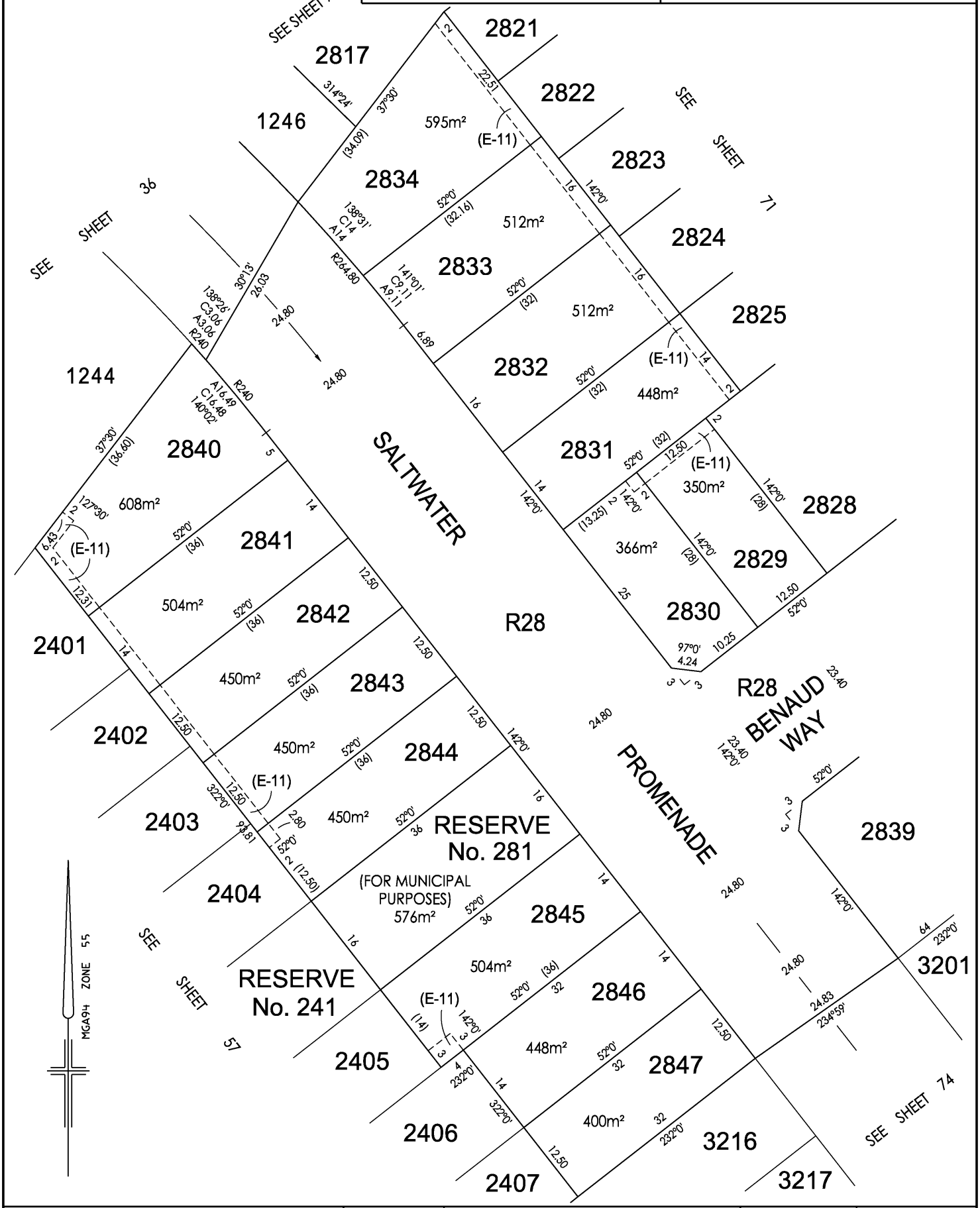
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE		ORIGINAL SHEET SIZE A3	SHEET 72
1:500	10 0 10 20 LENGTHS ARE IN METRES	REF: 6847	VERSION: 32
	LICENSED SURVEYOR: GLEN VILLELLA		

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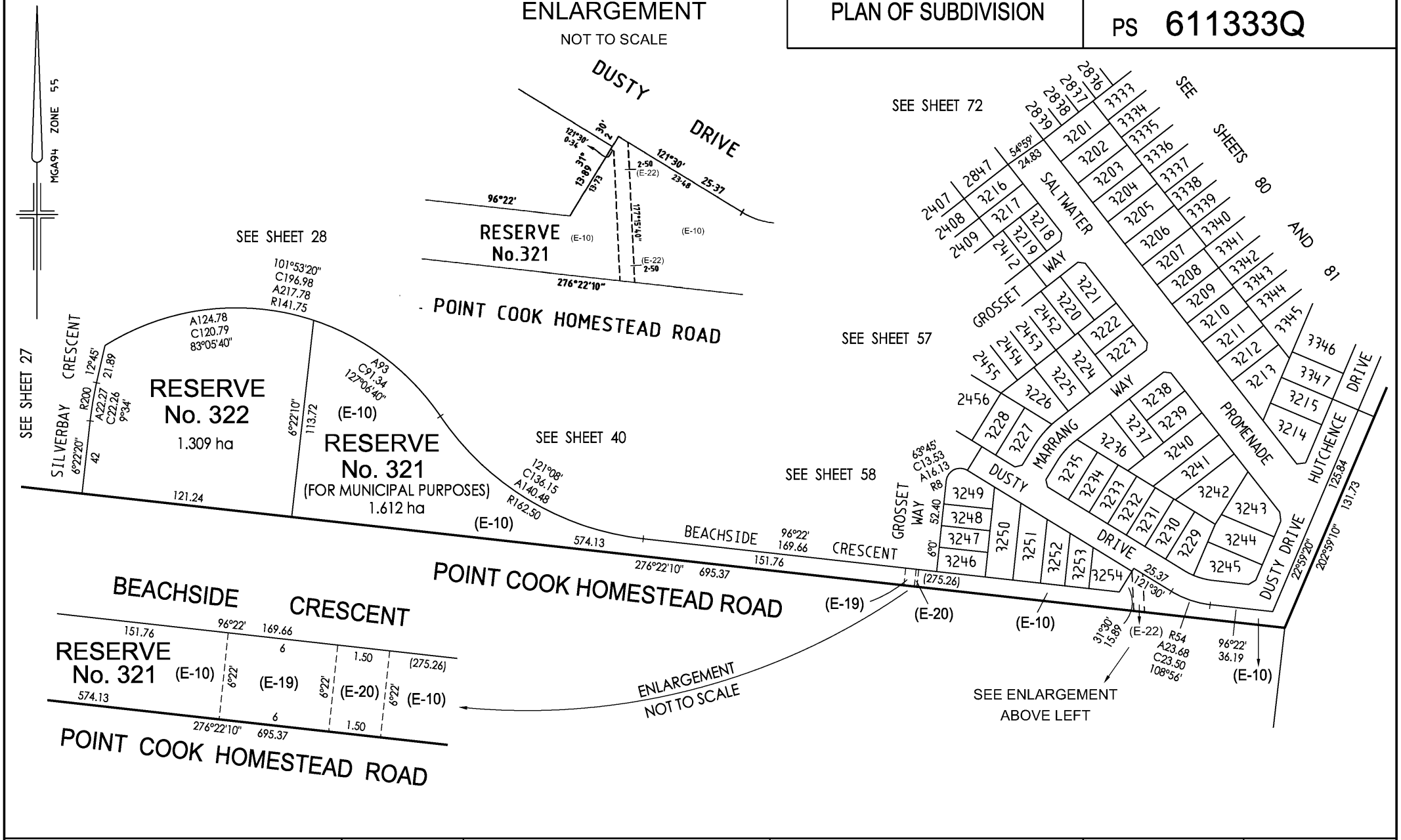
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE
1:2000

20 0 20 40 60 80 100
LENGTHS ARE IN METRES

REF: 6847 VERSION: 33

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

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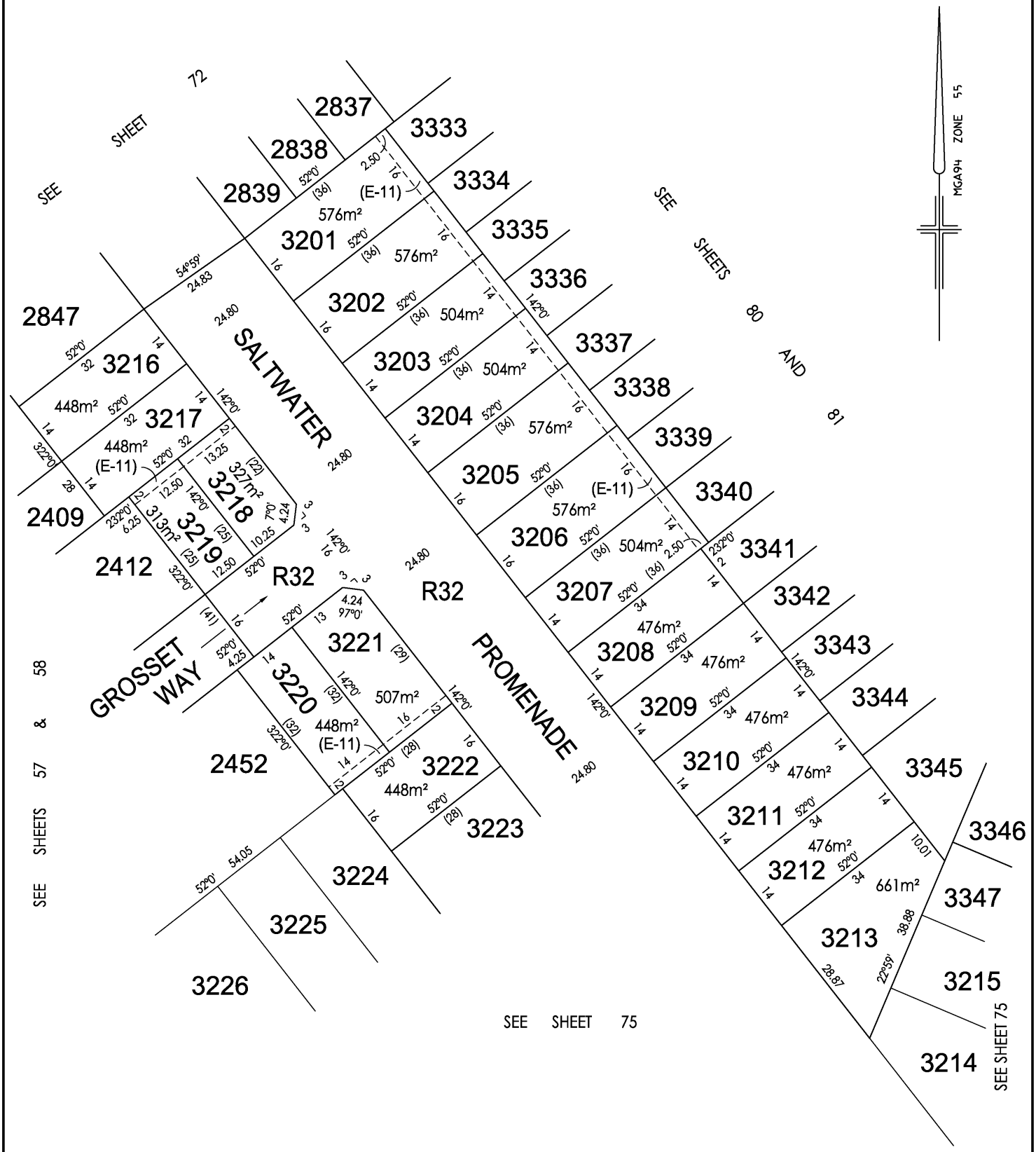
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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	LICENSED SURVEYOR: GLEN VILLELLA		REF: 6847 / VERSION: 32

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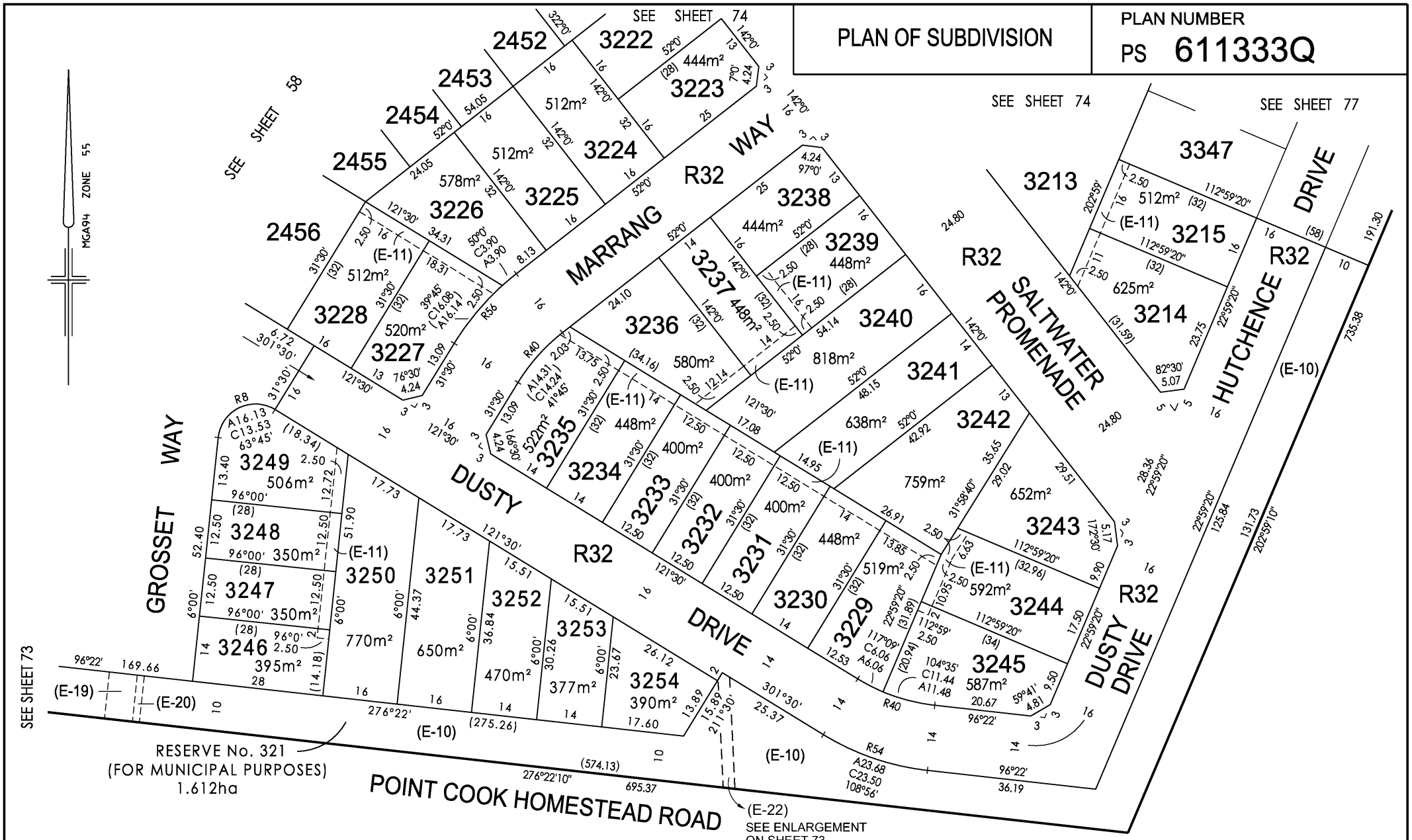
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE
1:750

10 0 10 20 30 40
LENGTHS ARE IN METRES

REF: 6847 VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

SHEET 75

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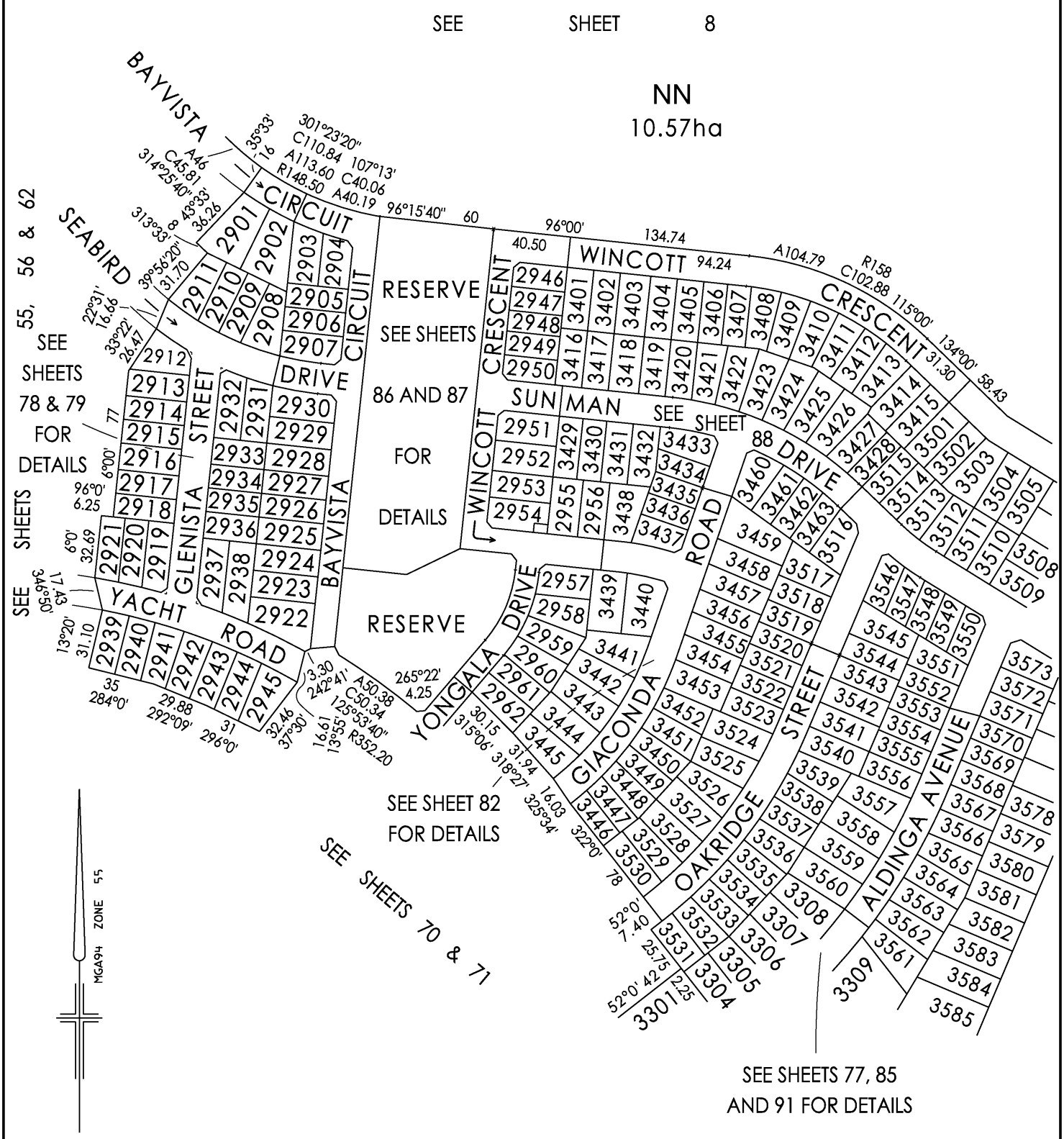
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE 1:2000

20 0 20 40 60 80 100
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 76

REF: 6847

VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

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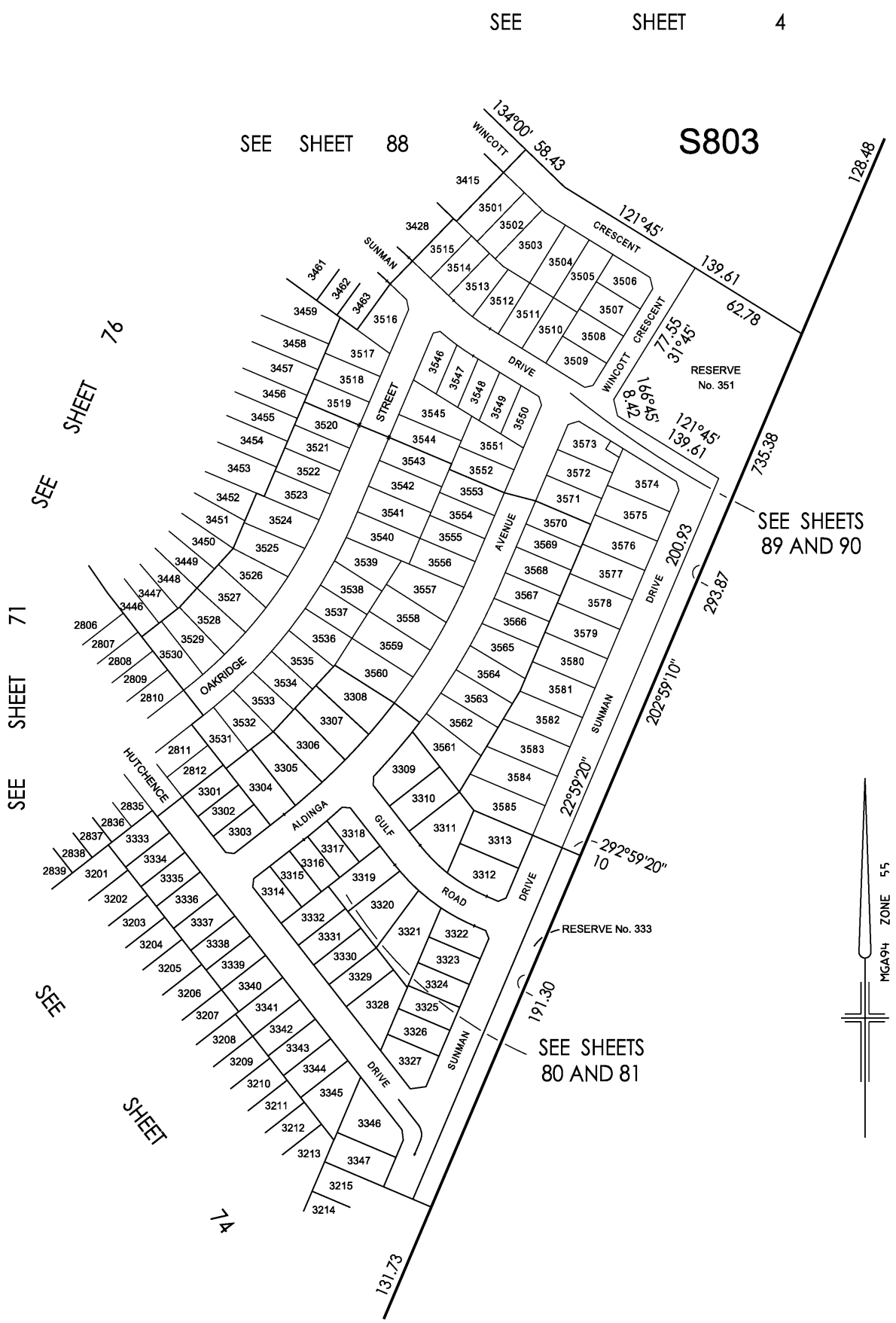
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE		ORIGINAL SHEET SIZE A3	SHEET 77
1:2000	20 0 20 40 60 80 100 LENGTHS ARE IN METRES	REF: 6847	VERSION: 32
LICENSED SURVEYOR: GLEN VILLELLA			

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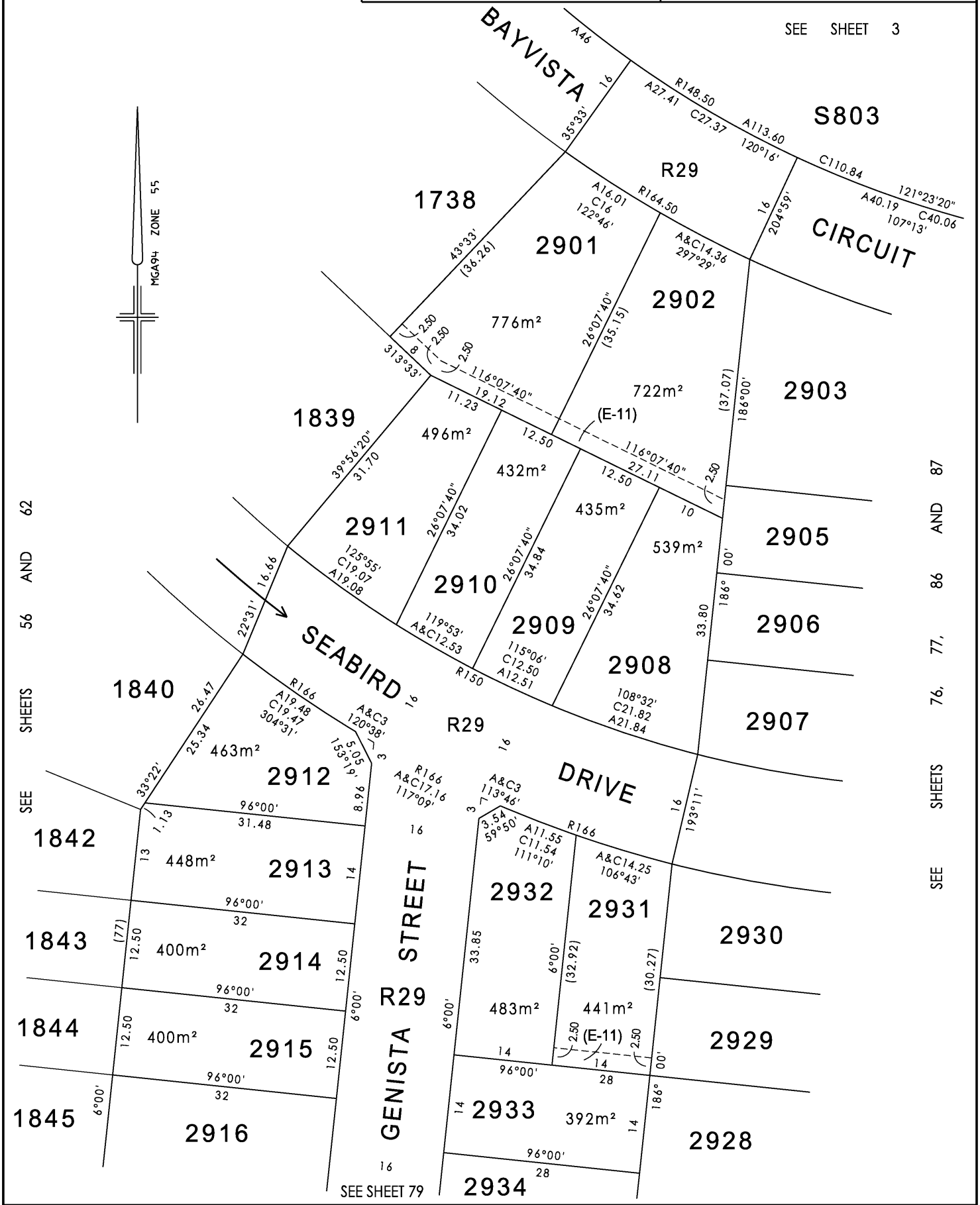
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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Hawthorn East Vic 3123
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SCALE 1:500

10 0 10 20
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 78

REF: 6847

VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

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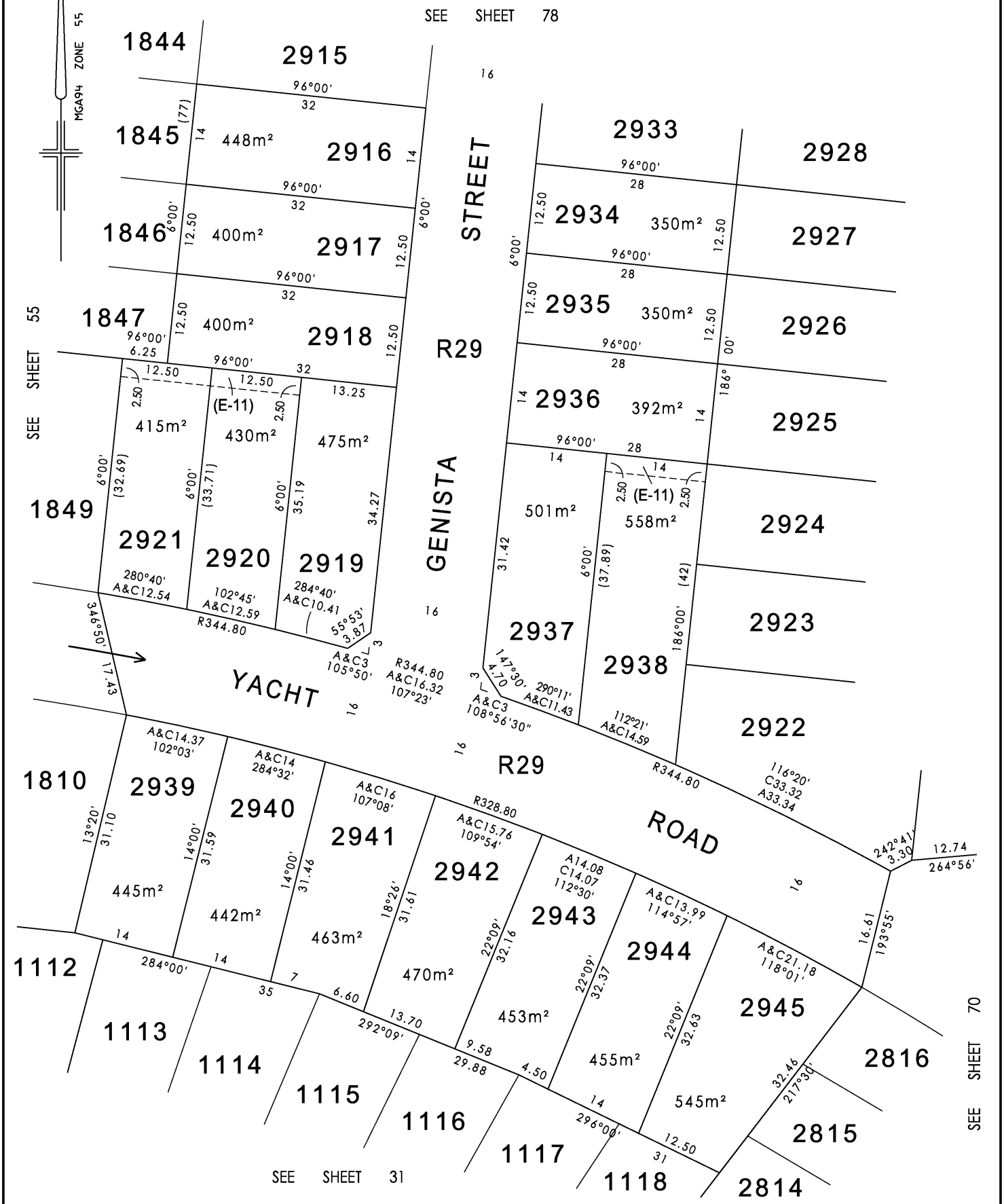
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE 1:500	10 0 10 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 79
	LICENSED SURVEYOR: GLEN VILLELLA		REF: 6847 / VERSION: 32

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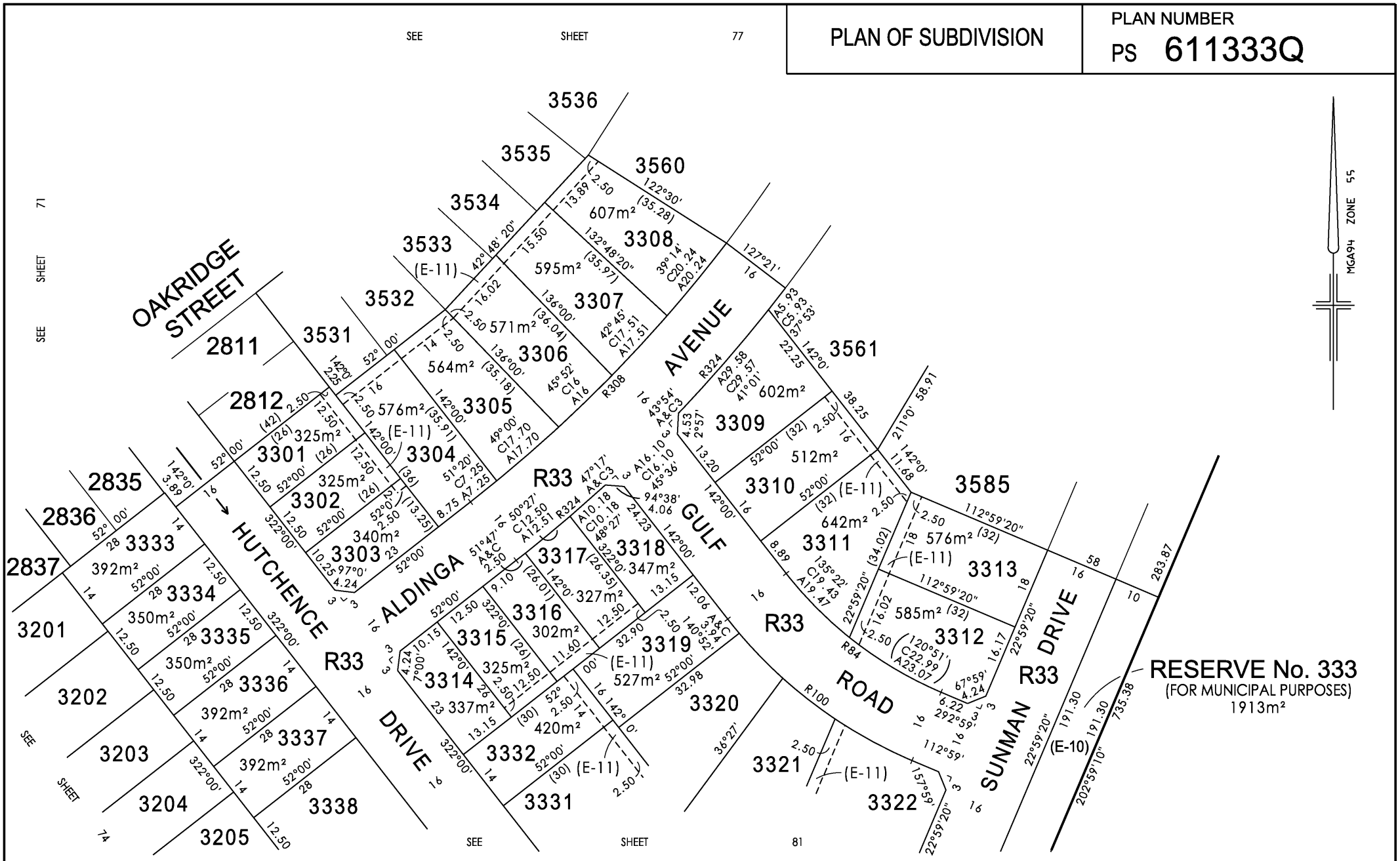
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q

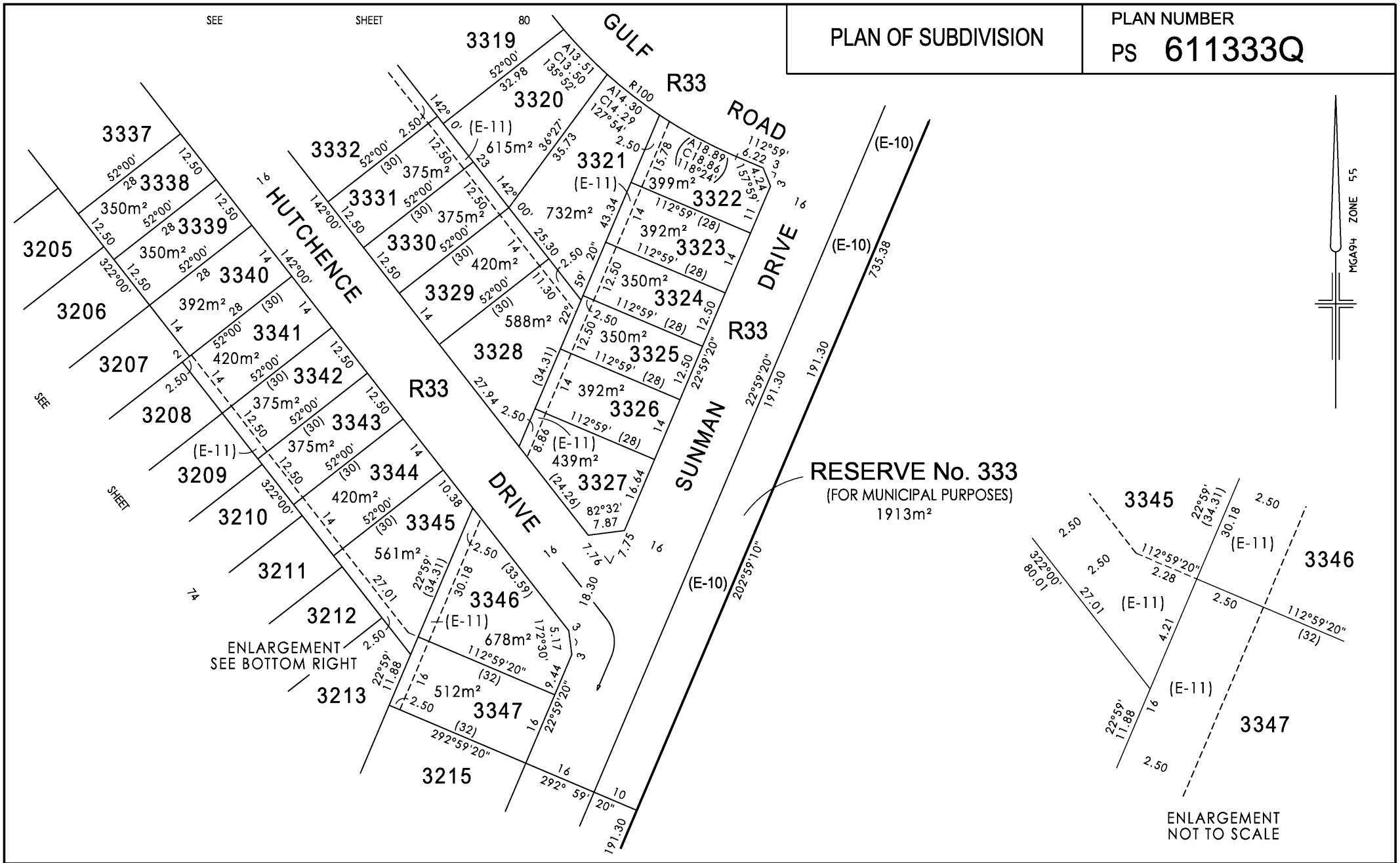


Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE 1:750	10 0 10 20 30 40 LENGTHS ARE IN METRES	REF: 6847 VERSION: 32 LICENSED SURVEYOR: GLEN VILLELLA	ORIGINAL SHEET SIZE A3	SHEET 80

Delivered by LANDATA®, timestamp 18/09/2026 12:11 Page 81 of 98

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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Hawthorn East Vic 3123
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www.bpd.com.au info@bpd.com.au

SCALE
1:750

10 0 10 20 30 40
LENGTHS ARE IN METRES

REF: 6847 VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

SHEET 81

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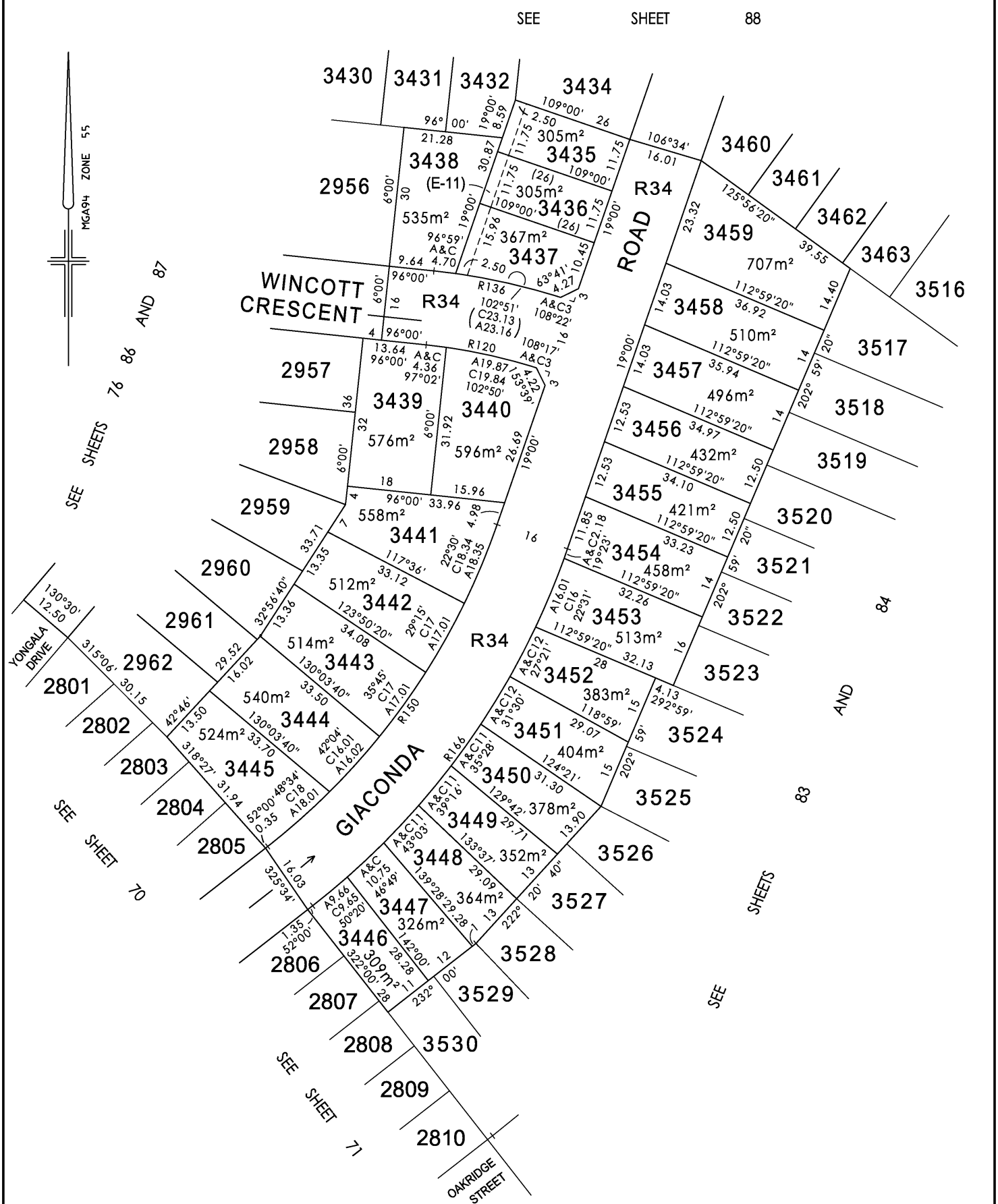
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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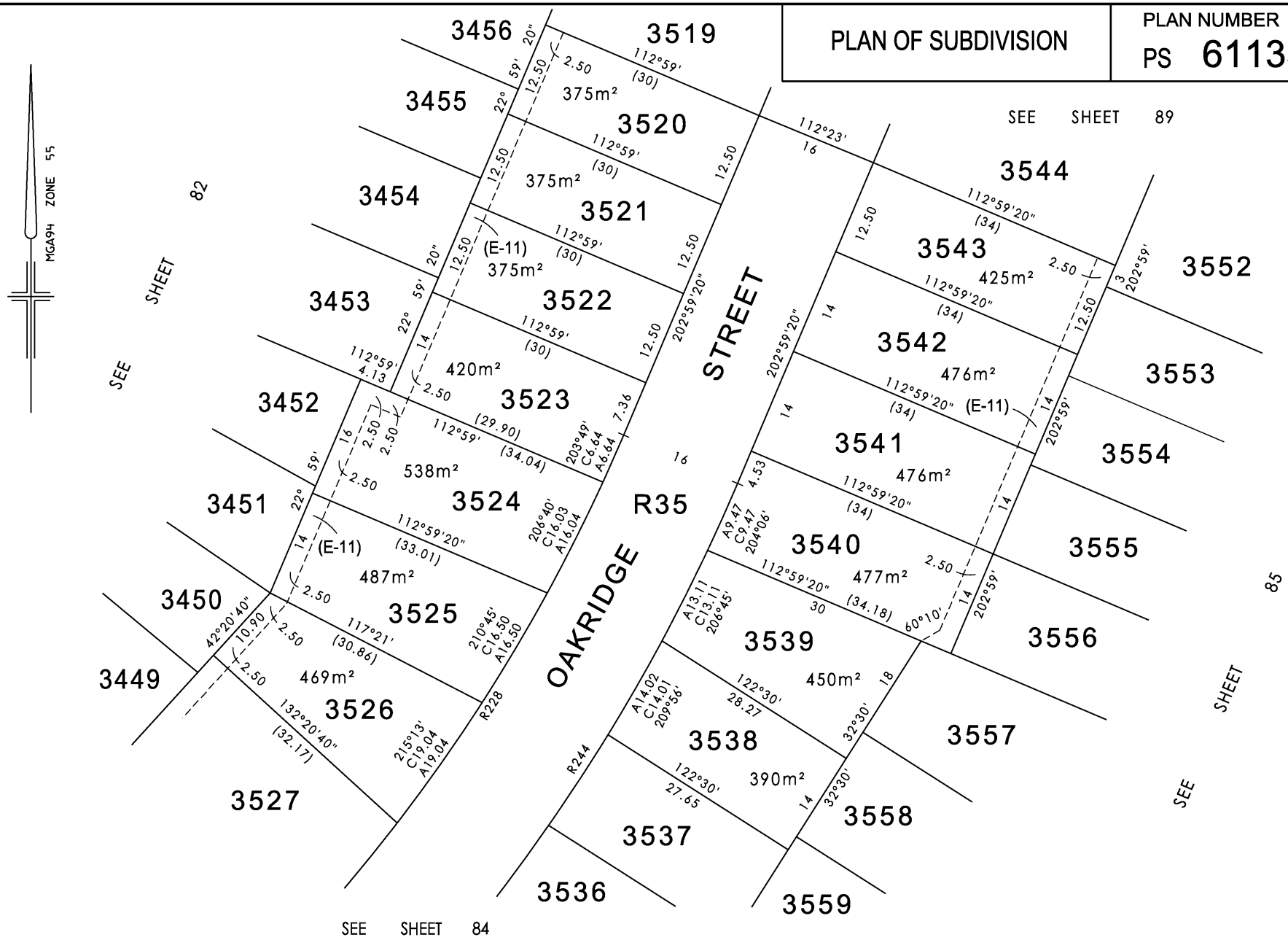
www.bpd.com.au info@bpd.com.au

SCALE		ORIGINAL SHEET SIZE A3	SHEET 82
1:750	10 0 10 20 30 40 LENGTHS ARE IN METRES	REF: 6847	VERSION: 32
	LICENSED SURVEYOR: GLEN VILLELLA		

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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Hawthorn East Vic 3123
Ph: 8823 2300 Fax: 8823 2310
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SCALE
1:500

10 0 10 20
LENGTHS ARE IN METRES

REF: 6847 VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

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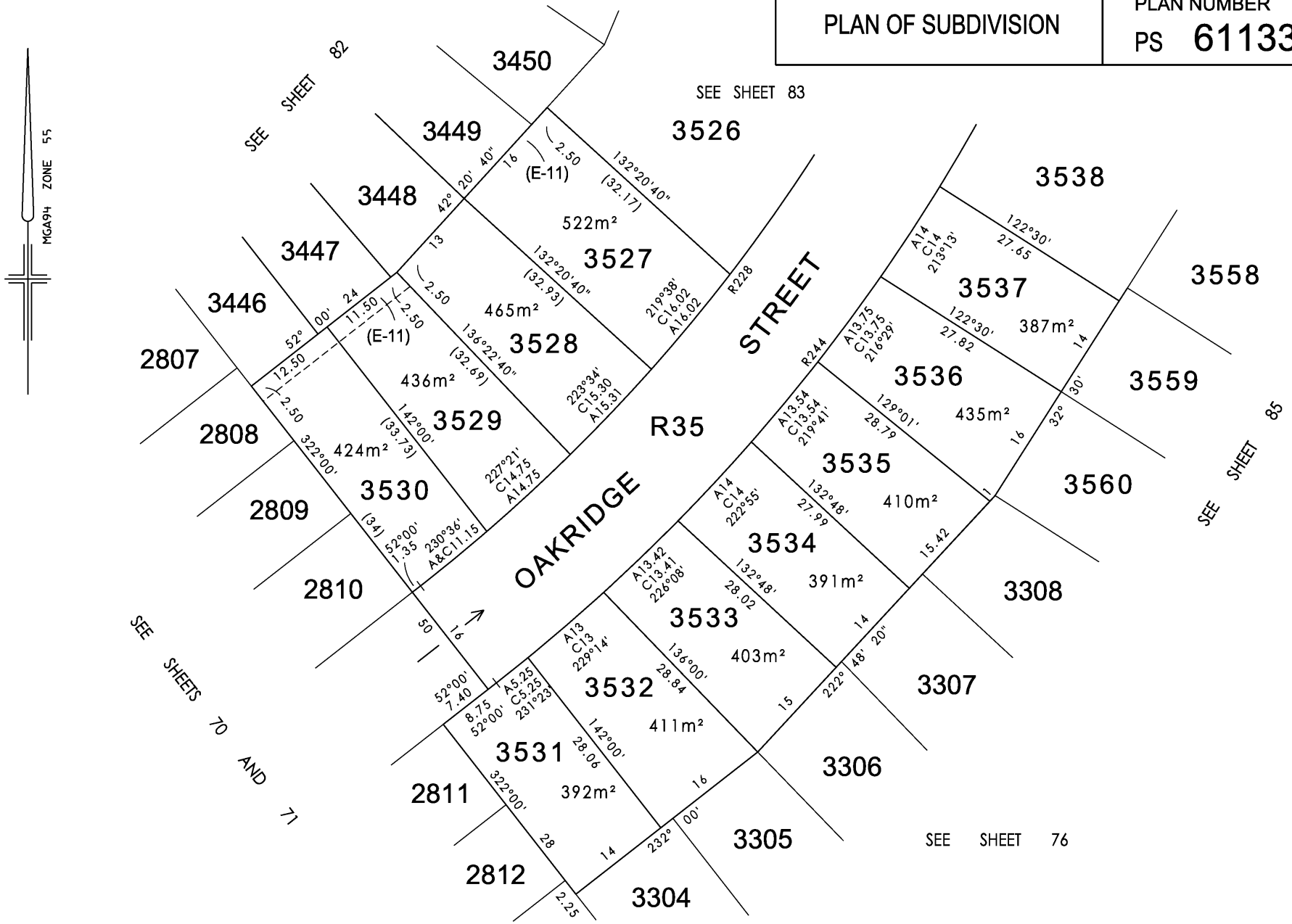
PLAN OF SUBDIVISION	PLAN NUMBER PS 611333Q



Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE 1:500	10 0 10 20 LENGTHS ARE IN METRES	REF: 6847 VERSION: 32 LICENSED SURVEYOR: GLEN VILLELLA	ORIGINAL SHEET SIZE A3	SHEET 84

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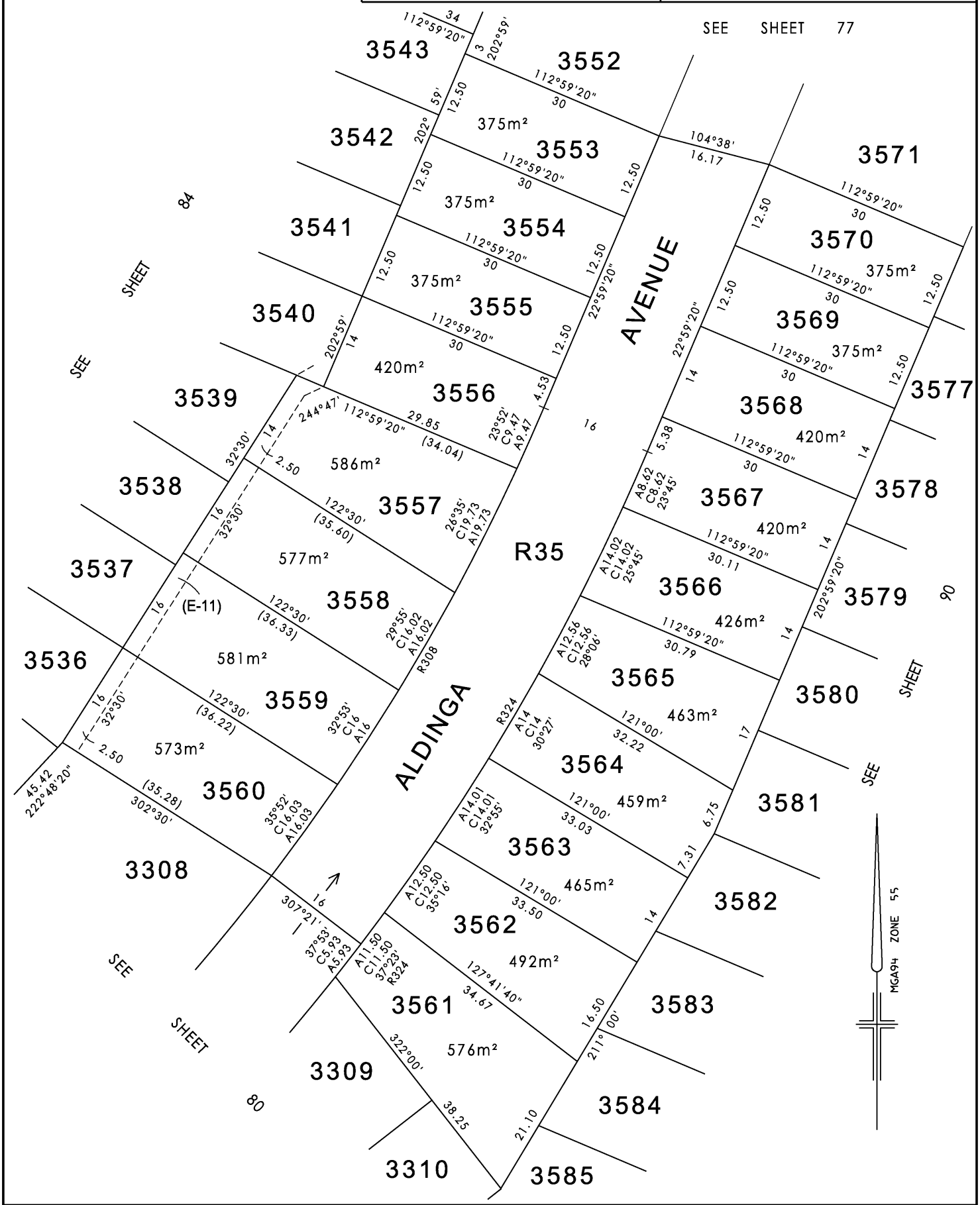
Delivered by LANDATA®, timestamp 18/09/2026 12:11 Page 85 of 98

PLAN OF SUBDIVISION

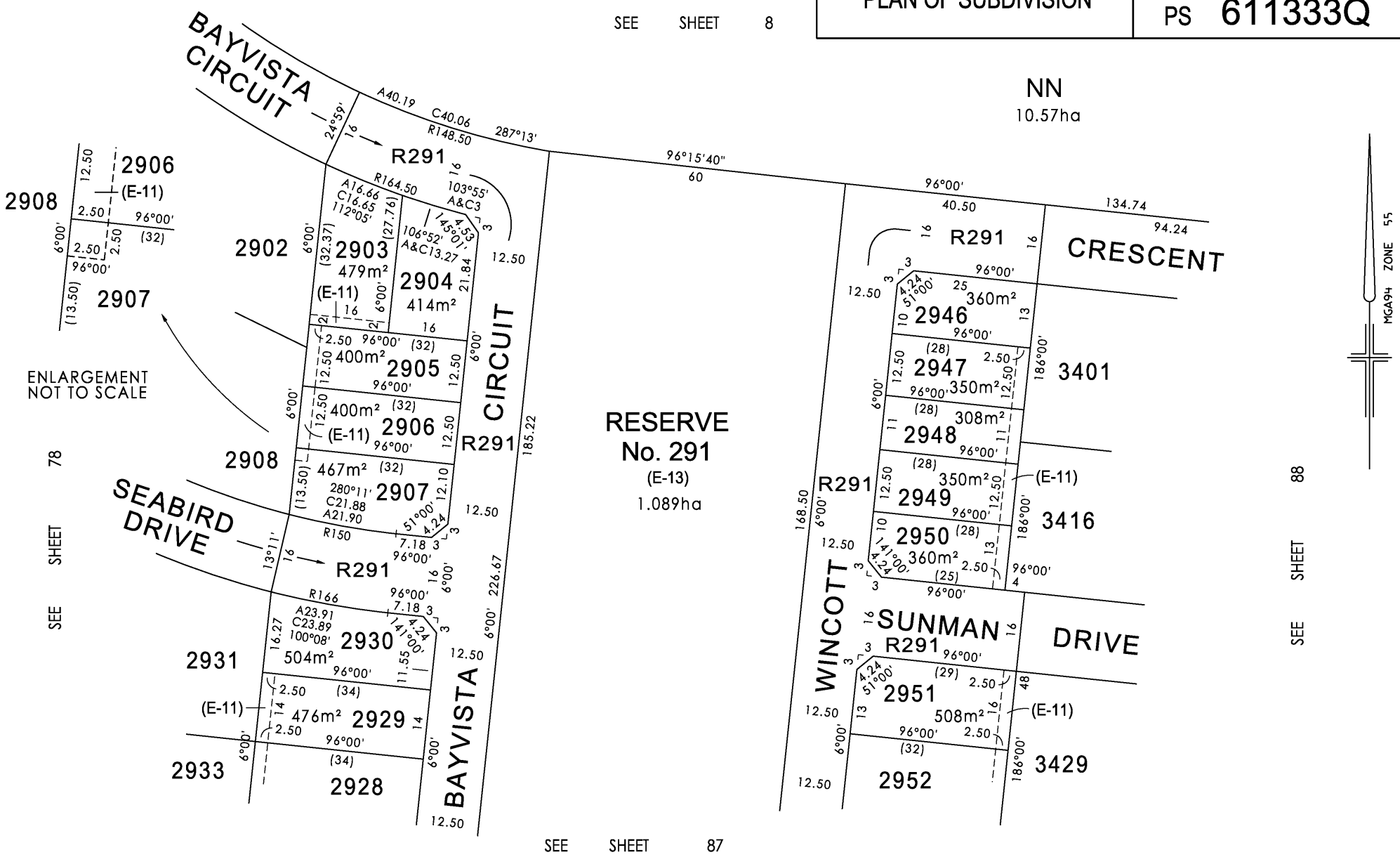
PLAN NUMBER
PS 611333Q



Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE 1:500	10 0 10 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 85
			REF: 6847 / VERSION: 32
	LICENSED SURVEYOR: GLEN VILLELLA		

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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www.bpd.com.au info@bpd.com.au

SCALE
1:750

10 0 10 20 30 40
LENGTHS ARE IN METRES

REF: 6847 VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

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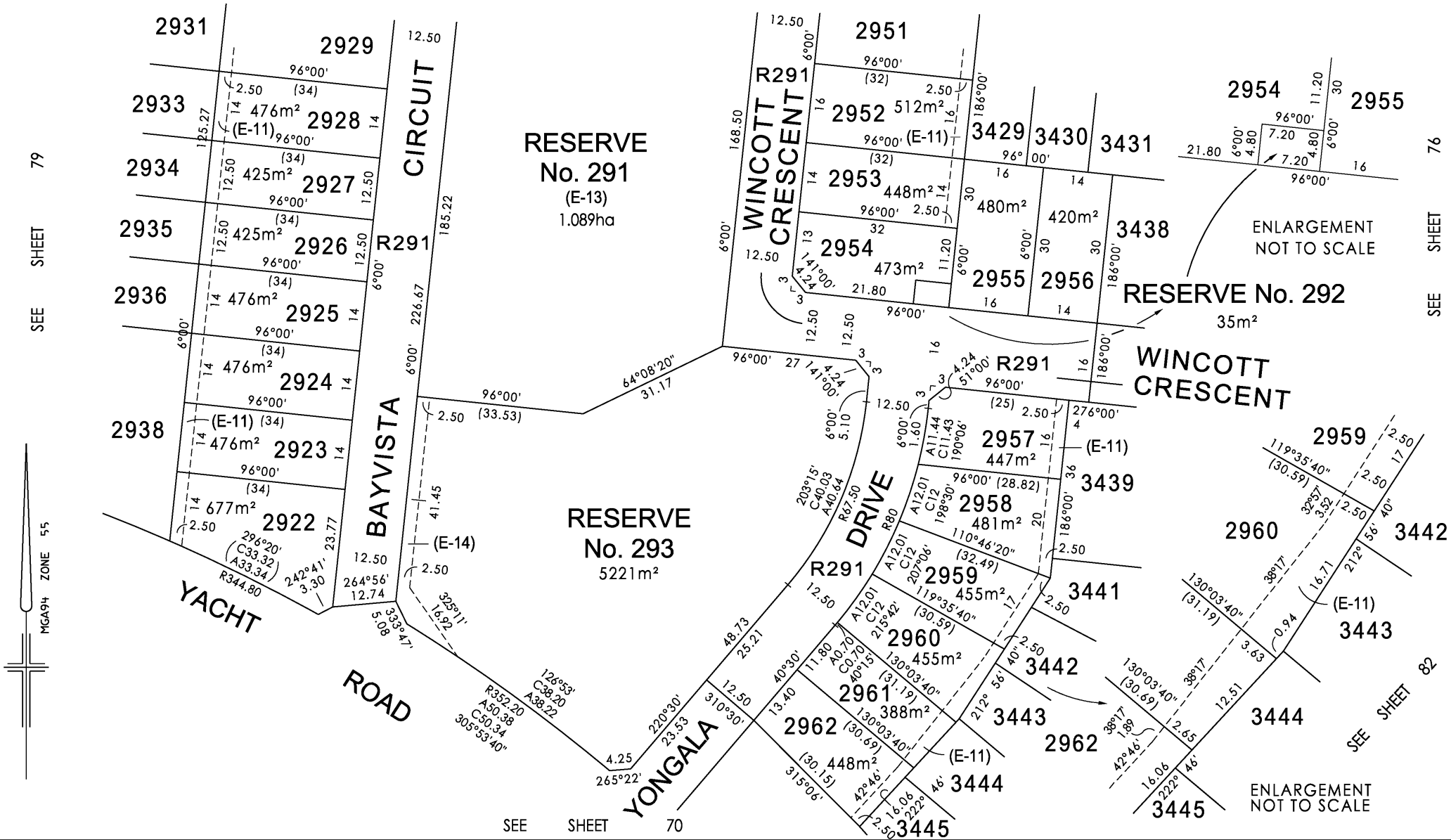
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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Hawthorn East Vic 3123
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www.bpd.com.au info@bpd.com.au

SCALE
1:750

10 0 10 20 30 40
LENGTHS ARE IN METRES

REF: 6847 VERSION: 32

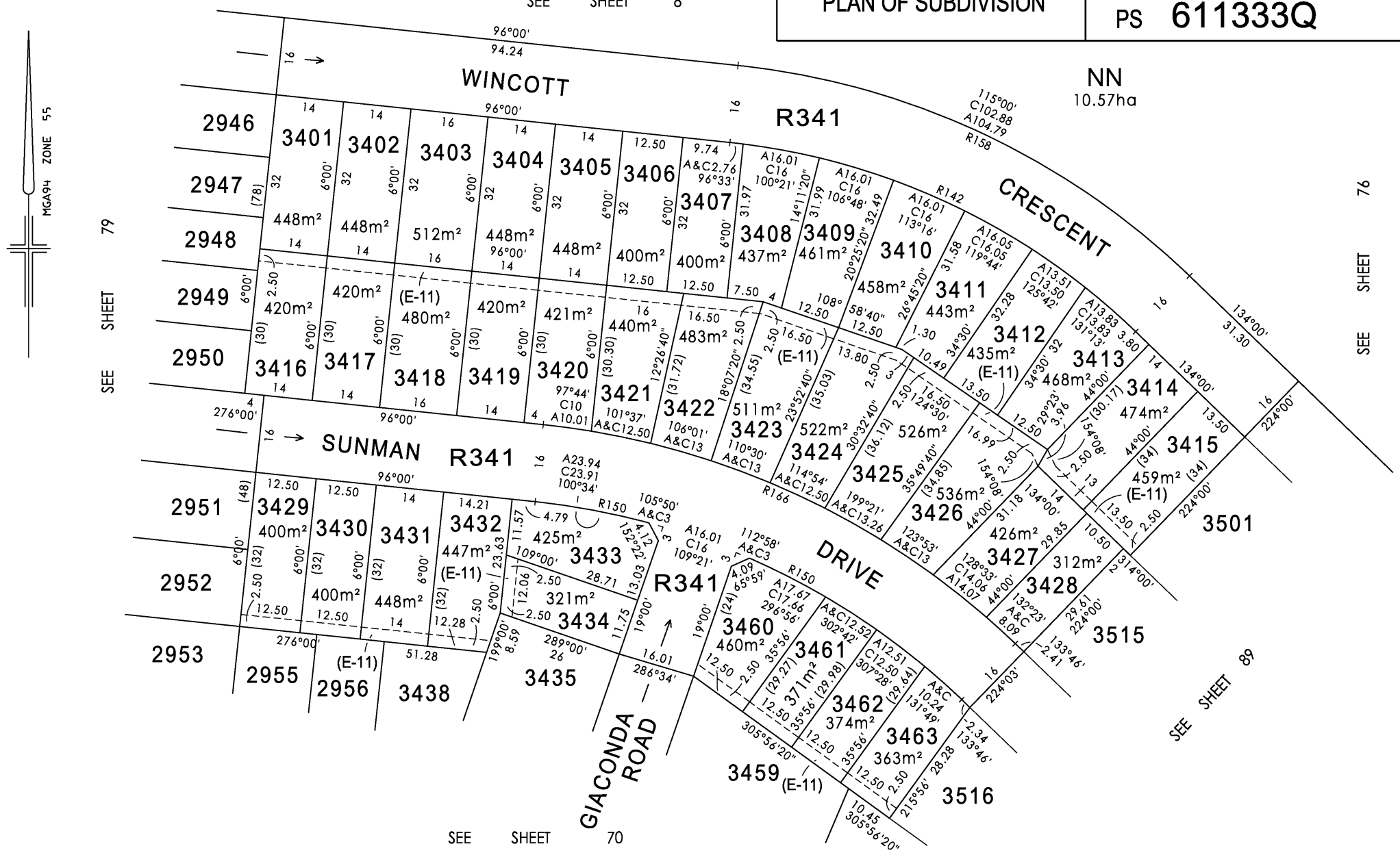
LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

SHEET 87

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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www.bpd.com.au info@bpd.com.au

SCALE
1:750

10 0 10 20 30 40
LENGTHS ARE IN METRES

REF: 6847 VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

SHEET 88

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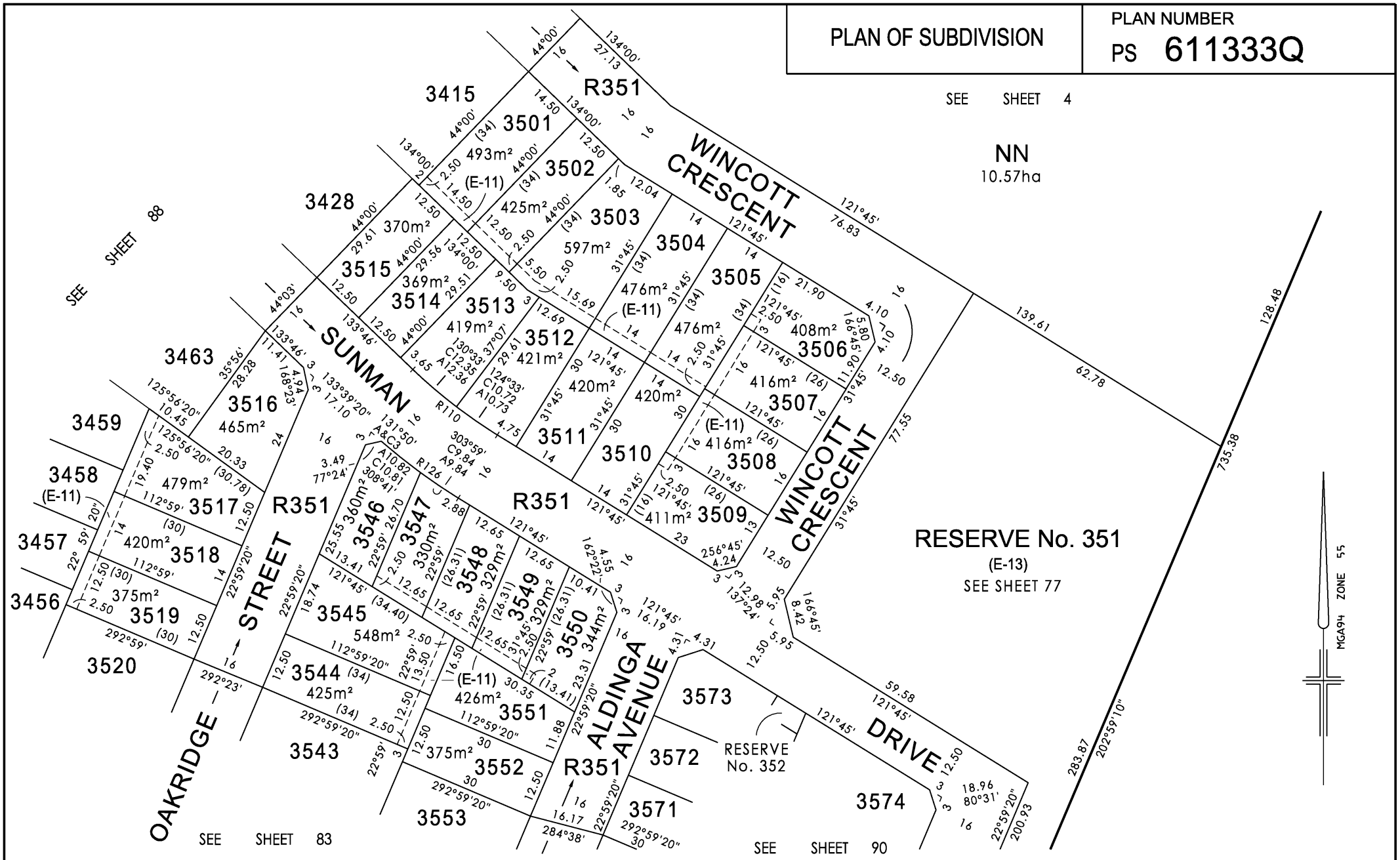
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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Hawthorn East Vic 3123
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www.bpd.com.au info@bpd.com.au

SCALE
1:750

10 0 10 20 30 40
LENGTHS ARE IN METRES

REF: 6847 VERSION: 32

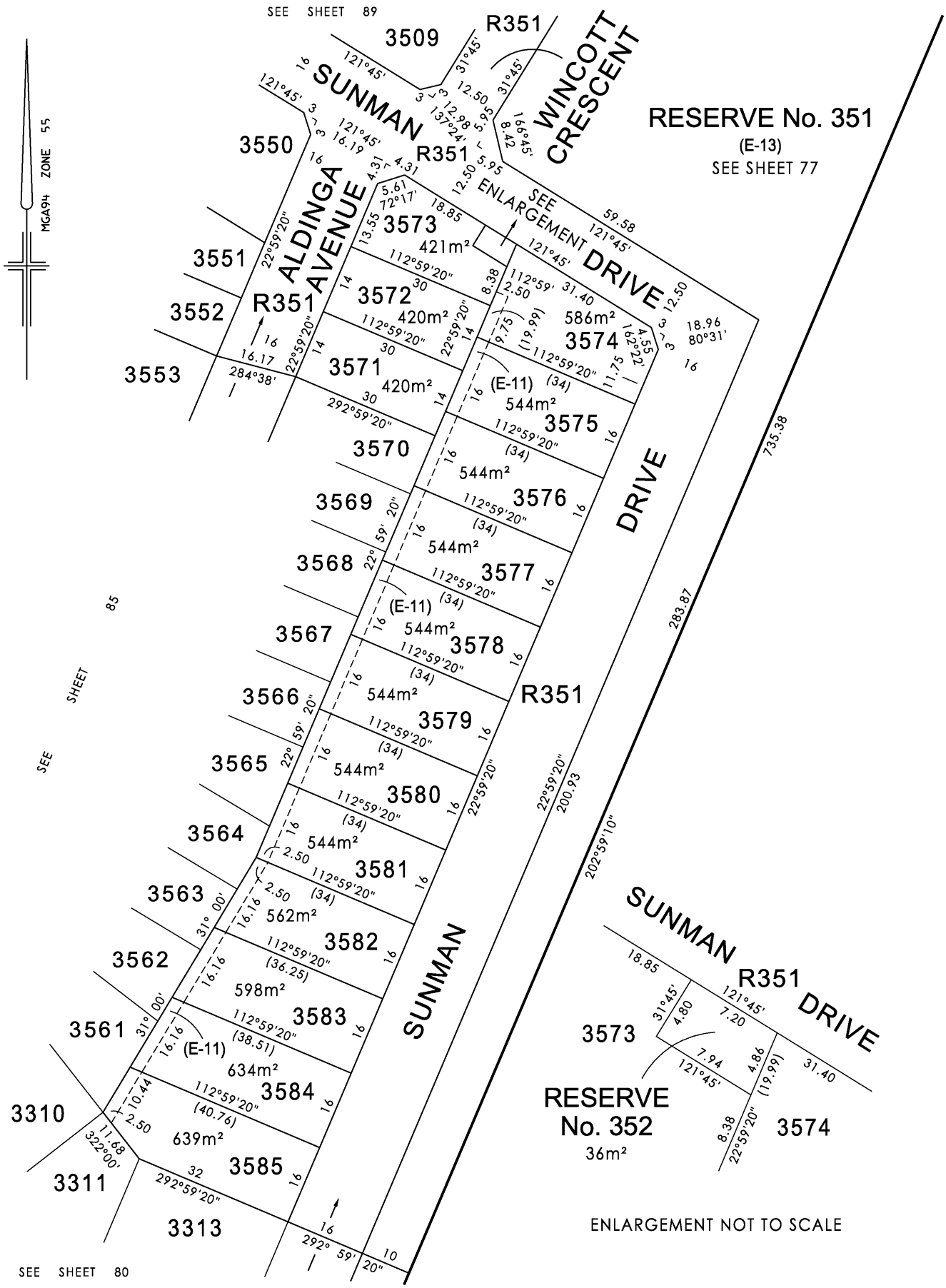
LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3

Delivered by LANDATA®, timestamp 18/09/2026 12:11 Page 90 of 98

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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www.bpd.com.au info@bpd.com.au

SCALE		ORIGINAL SHEET SIZE A3	SHEET 90
1:750	10 0 10 20 30 40 LENGTHS ARE IN METRES	REF: 6847	VERSION: 32
	LICENSED SURVEYOR: GLEN VILLELLA		

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SUBDIVISION ACT 1988
CREATION OF RESTRICTION

Upon registration of the plan, the following restrictions are to be created.

Description of Restriction:

Land to benefit : Lots 761 to 766 (both incl).

Land to be burdened : Lots 761 to 766 (both incl).

Description of Restriction : The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened shall not, without the permission of the Responsible Authority.

1. - Construct or permit to be constructed any building outside the area shown hatched as described within Instrument Number PS:611333Q Stage 72. (See Instrument No. PS611333Q/S72)

2. - Construct or permit to be constructed any building that conflicts with the guidelines defined in mcp AA1487.

This restriction will sunset and cease to apply 5 years after the registration of this plan or 1 year after the Certificate of Occupancy for any dwelling on any of the burdened lots, which ever comes first.

SUBDIVISION ACT 1988
CREATION OF RESTRICTION

Upon registration of the plan, the following restrictions are to be created.

Description of Restriction:

Land to benefit : Lots 808 to 813 (both incl) & 836 to 841 (both incl).

Land to be burdened : Lots 808 to 813 (both incl) & 836 to 841 (both incl).

Description of Restriction : The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened shall not, without the permission of the Responsible Authority.

1. - Construct or permit to be constructed any building outside the area shown hatched as described within Instrument Number PS:611333Q Stage 8. (See Instrument No. PS611333Q/S8).

2. - Construct or permit to be constructed any building that conflicts with the guidelines defined in mcp AA1487.

This restriction will sunset and cease to apply 5 years after the registration of this plan or 1 year after the Certificate of Occupancy for any dwelling on any of the burdened lots, which ever comes first.

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SUBDIVISION ACT 1988
CREATION OF RESTRICTION

Upon registration of the plan, the following restrictions are to be created.

Description of Restriction:

Land to benefit : Lots 901 to 913 (both incl).

Land to be burdened : Lots 901 to 913 (both incl).

Description of Restriction : The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened shall not, without the permission of the Responsible Authority.

1. - Construct or permit to be constructed any building outside the area shown hatched as described within Instrument Number PS:611333Q Stage 9. (See Instrument No.PS611333Q/S9).

2. - Construct or permit to be constructed any building that conflicts with the guidelines defined in mcp AA1487.

This restriction will sunset and cease to apply 5 years after the registration of this plan or 1 year after the Certificate of Occupancy for any dwelling on any of the burdened lots, which ever comes first.

SUBDIVISION ACT 1988
CREATION OF RESTRICTION

Upon registration of the plan, the following restrictions are to be created.

Description of Restriction:

Land to benefit : Lots 1026 to 1037 (both incl).

Land to be burdened : Lots 1026 to 1037 (both incl).

Description of Restriction : The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened shall not, without the permission of the Responsible Authority.

1. - Construct or permit to be constructed any building outside the area shown hatched as described within Instrument Number PS:611333Q Stage 10. (See Instrument No. PS611333Q/S10).

2. - Construct or permit to be constructed any building that conflicts with the guidelines defined in mcp AA1487.

This restriction will sunset and cease to apply 5 years after the registration of this plan or 1 year after the Certificate of Occupancy for any dwelling on any of the burdened lots, which ever comes first.

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SUBDIVISION ACT 1988
CREATION OF RESTRICTION

Upon registration of the plan, the following restrictions are to be created.

Description of Restriction:

Land to benefit : Lots 1201 to 1206 (both incl) and Lots 1220 to 1223 (both incl).

Land to be burdened : Lots 1201 to 1206 (both incl) and Lots 1220 to 1223 (both incl).

Description of Restriction : The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened shall not, without the permission of the Responsible Authority.

1. - Construct or permit to be constructed any building outside the area shown hatched as described within Instrument Number PS:611333Q Stage 12.

2. - Construct or permit to be constructed any building that conflicts with the guidelines defined in mcp AA1835.

This restriction will sunset and cease to apply 5 years after the registration of this plan or 1 year after the Certificate of Occupancy for any dwelling on any of the burdened lots, which ever comes first.

SUBDIVISION ACT 1988
CREATION OF RESTRICTION

Upon registration of the plan, the following restrictions are to be created.

Description of Restriction:

Land to benefit : Lots 1301 to 1303 (both incl) and 1342 to 1347 (both incl).

Land to be burdened : Lots 1301 to 1303 (both incl) and 1342 to 1347 (both incl).

Description of Restriction : The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened shall not, without the permission of the Responsible Authority.

1. - Construct or permit to be constructed any building outside the area shown hatched as described within Instrument Number PS:611333Q Stage 13. (See Instrument No. PS611333Q/S13).

2. - Construct or permit to be constructed any building that conflicts with the guidelines defined in mcp AA1835.

This restriction will sunset and cease to apply 5 years after the registration of this plan or 1 year after the Certificate of Occupancy for any dwelling on any of the burdened lots, which ever comes first.

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SUBDIVISION ACT 1988
CREATION OF RESTRICTION

Upon registration of the plan, the following restrictions are to be created.

Description of Restriction:

Land to benefit : Lots 1224 to 1226 (both incl) and Lots 1239 to 1243 (both incl).

Land to be burdened : Lots 1224 to 1226 (both incl) and Lots 1239 to 1243 (both incl).

Description of Restriction : The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened shall not, without the permission of the Responsible Authority.

1. - Construct or permit to be constructed any building outside the area shown hatched as described within Instrument Number PS:611333Q Stage 121.

2. - Construct or permit to be constructed any building that conflicts with the guidelines defined in mcp AA1835.

This restriction will sunset and cease to apply 5 years after the registration of this plan or 1 year after the Certificate of Occupancy for any dwelling on any of the burdened lots, which ever comes first.

SUBDIVISION ACT 1988
CREATION OF RESTRICTION

Upon registration of the plan, the following restrictions are to be created.

Description of Restriction:

Land to benefit : Lots 2113 to 2120 (both incl) and Lots 2129 to 2134 (both incl).

Land to be burdened : Lots 2114 to 2119 (both incl).

Description of Restriction : The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened shall not, without the permission of the Responsible Authority.

1. - Construct or permit to be constructed any building outside the area shown hatched as described within Instrument Number PS:611333Q Stage 21.

2. - Construct or permit to be constructed any building that conflicts with the guidelines defined in mcp AA1835.

This restriction will sunset and cease to apply 5 years after the registration of this plan or 1 year after the Certificate of Occupancy for any dwelling on any of the burdened lots, which ever comes first.

Delivered by LANDATA®, timestamp 18/09/2026 12:11 Page 95 of 98

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 11194 FOL 172

MASTER PLAN (STAGE 1) REGISTERED DATE 30/3/10 TIME 1.59PM

PLAN NUMBER

PS611333Q

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
S2	LOTS 201 - 270 & ROAD R2	STAGE PLAN	PS611333Q/S2	16/4/10	2	R McBAIN
S4	LOTS 401 - 456, ROAD R4 & RESERVE No: 41-43	STAGE PLAN	PS611333Q/S4	16/4/10	2	R McBAIN
S3	LOTS 301 - 359, ROAD R3 & RESERVE No.31	STAGE PLAN	PS611333Q/S3	25/05/10	3	GMR
LOT S5	LOTS 501 TO 548 (B.I.) LOTS S6 TO S11 (B.I.) S13, S14, S16, S17, S18, S21 & S22, ROAD R5 & RESERVES 51 TO 54 (B.I.)	STAGE PLAN	PS611333Q/S5	3/6/10	4	R.W.G.
LOT S6	LOTS 601 - 660, ROAD R6 & RESERVE No. 61	STAGE PLAN	PS611333Q/S6	13/7/10	5	H.Y.
LOT S10	LOTS 1001-1051 ,ROAD R10 AND RESERVE NO 101	STAGE PLAN	PS611333Q/S10	22/10/10	6	M.H.
LOT S9	LOTS 901 TO 940 (B.I.), ROAD R9 & RESERVES 91 TO 94 (B.I.)	STAGE PLAN	PS611333Q/S9	20/12/10	7	LJW
LOT 1001		RECTIFICATION	AH738107J	21/1/11	8	MAB
LOT S7	LOTS 704 TO 709, 719 TO 726, 734 TO 743, 751 TO 754, 767, S72 AND ROAD R71 AND RESERVE NO. 71	STAGE PLAN	PS611333Q/S7	6/5/11	9	ARC
LOT S72	LOTS 701 TO 703, 710 TO 718, 727 TO 733, 744 TO 750, 755 TO 766, ROAD R72 AND RESERVE NO. 72 TO 75	STAGE PLAN	PS611333Q/S72	19/05/11	10	R McBAIN
Lot S8	Lots 801 - 855 and Road R8	Stage Plan	PS611333Q/S8	23/5/11	11	RGM
		RECTIFICATION PLAN AMEND	AJ210785N	22/9/11	12	M.M.C.
LOT S16	LOTS 1601 TO 1606 (B.I), 1625 TO 1635 (B.I), 1658 TO 1679 (B.I) & S-162 & ROAD R16	STAGE PLAN	PS611333Q/S16	5/10/11	13	GV
LOT S162	LOTS 1607 TO 1624 LOTS 1636 TO 1657 ROAD R162	STAGE PLAN	PS611333Q/S162	1/12/2011	14	A.R.T.
LOT S11	LOTS 1101 TO 1125, A, B, RESERVES 111 & 112 & ROAD R11	STAGE PLAN	PS611333Q/S11	5/6/12	15	ARC
LOT S40	LOTS S12, S15, S23, S24, S41, S132, S271, S272 & RESERVE No. 401	STAGE PLAN	PS611333Q/S40	5/6/12	15	ARC

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS611333Q

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

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S132	LOTS 1301 TO 1310, 1335 TO 1354, 1364 TO 1374, S131 AND ROAD R13	STAGE PLAN	PS611333Q/S13	5/6/12	15	ARC
	ROAD R40	RECTIFICATION: AMEND VESTING TABLE ON PLAN	AJ834382G	3/08/12	16	M.M.C
LOT S41	LOTS C & D, ROAD R41	STAGE PLAN	PS611333Q/S41	3/08/12	16	M.M.C.
LOT S272		RECTIFICATION: AMEND LOT NUMBER ON PLAN	AJ862420S	17/08/12	17	M.M.C.
LOT S272	LOT S27 &R272	STAGE PLAN	PS611333Q/S272	12/2/13	18	H.L.
LOT S131	LOTS 1311 to 1334, 1355 to 1363 & 1375 to 1380, RES 131 to 134 & ROAD R131	STAGE PLAN	PS611333Q/S131	28/2/13	19	SN
LOT 27	LOTS 2701-2709(B.I),2740-2758(B.I.),S273, R27	STAGE PLAN	PS611333Q/S27	22/4/13	20	H.L.
LOT S24	LOTS S25, S26, S191, S261, S64 & S265	STAGE PLAN	PS611333Q/S24	27/5/14	21	A.J.CA
LOT S14	LOTS 1401-1452, R14, RES 141	STAGE PLAN	PS611333Q/S14	27/05/14	21	A.J.CA
LOT S12 AND LOT A	LOTS 1201 TO 1206, 1209 TO 1223, F, S122, RESERVE 121 AND ROAD R12	STAGE PLAN	PS611333Q/S12	08/12/14	22	ARC
LOTS S23 & F	LOTS 2301-2351,S232 & R23	STAGE PLAN	PS611333Q/S23	27/01/15	23	GV
LOTS B & S122	LOTS 1224 - 1226, LOTS 1230 - 1246 & ROAD R121	STAGE PLAN	PS611333Q/S121	20/ 4 / 15	24	SB
LOT S26	LOTS 2620 TO 2643, S262 AND ROAD R26	STAGE PLAN	PS611333Q/S26	27/05/15	25	ARC
LOTS S271 & S273	LOTS 2710-2716, 2732-2739, 2759-2763, M, S274 & ROAD R273	STAGE PLAN	PS611333Q/S273	01/06/15	26	ARC
LOTS S25 & S264	LOTS 2501-2555, N, V, S30, S31 & ROAD R25	STAGE PLAN	PS611333Q/S25	2/06/15	26	ARC
LOT S262	LOTS 2601 TO 2619	STAGE PLAN	PS611333Q/S262	05/06/15	27	ARC
LOT S30	LOTS 3001-3057, RES. 30, ROAD R30	STAGE PLAN	PS611333Q/S30	21/10/15	28	D.P.

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RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER
PS611333Q

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
S265 & S274	LOTS 2717-2731, LOTS 2764-2771, LOT T, LOT U, LOT S266, ROAD R271	STAGE PLAN	PS611333Q/S271	17/11/15	29	FF
LOT S31	LOTS 3101 TO 3166 AND ROAD R31	STAGE PLAN	PS611333Q/S31	25/11/15	30	ARC
LOT S21	LOTS 2101 TO 2138,2148 TO 2154 AND ROAD R21	STAGE PLAN	PS611333Q/S21	23/05/16	31	M.H.
LOTS S212	LOTS 2139 TO 2147	STAGE PLAN	PS611333Q/S212	23/05/16	31	M.H
		RECTIFICATION	AM808536C	26/05/16	32	M.H
LOT S22	LOTS 2201-2213, 2225-2228, 2248-2256, S221, ROAD R22 AND RESERVES 221 & 222	STAGE PLAN	PS611333Q/S22	31/05/16	33	ARC
LOTS S261 AND V	LOTS 2644-2674 AND ROAD R261	STAGE PLAN	PS611333Q/S261	31/05/16	33	ARC
COMMON PROPERTY NO.1		RECTIFICATION	AM877327W	23/06/16	34	ARC
LOT S221	LOTS 2214 TO 2224, LOTS 2229 TO 2247 AND ROAD 221	STAGE PLAN	PS611333Q/S221	30/08/16	35	GMR
LOT S18	LOT W, LOTS 1801-1849 AND ROAD R18	STAGE PLAN	PS611333Q/S18	22/11/16	36	GA
LOTS G, S232 & S266	LOTS 2401-2456, S281 S321, S801 ROAD 241, RESERVES 241 & 242	STAGE PLAN	PS611333Q/S241	23/2/17	37	C.A.G.
LOT S17 & LOT W	LOTS 1701-1738 (B.I.) & ROAD R-17	STAGE PLAN	PS 611333Q/S17	05/05/17	38	B.J.S.
LOT S15	LOTS 1501-1538, ROAD R15, RESERVES 151-155	STAGE PLAN	PS611333Q/S15	02/06/17	39	LC
LOT S191	LOTS 1901-1943, S20 AND ROAD R19	STAGE PLAN	PS611333Q/S19	13/06/17	40	RGM
LOT S20	LOTS 2001-2043 AND ROAD R20	STAGE PLAN	PS611333Q/S20	13/06/17	40	RGM
LOT D		AMENDMENT SECTION 32 (LOT D REMOVED FROM OWNERS CORPORATION NO. 1 PS611333Q)	PS611333Q/D1	16/10/17	41	HS
LOT S281	LOTS 2801-2847, ROAD R28 AND RESERVE 281	STAGE PLAN	PS611333Q/S28	25/10/17	42	RGM

Delivered by LANDATA®, timestamp 18/09/2026 12:11 Page 98 of 98

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 11194 FOL 172

MASTER PLAN (STAGE 1) REGISTERED DATE 30/03/2010 TIME 1:59 pm

PLAN NUMBER

PS611333Q

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

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S321	LOTS 3201 TO 3254, S100 ROAD R32 RESERVE 321	STAGE PLAN	PS611333Q/S32	13/12/17	43	IRM
LOT S801	LOTS 2901,2902, 2908-2921,2931-2945, S292,S331,S341,S342, S351,S352 & ROAD R29	STAGE PLAN	PS611333Q/S29	05/03/18	44	LJW
LOT S331	LOTS 3301-3347 (B.I.),ROAD R33,RESERVE 333	STAGE PLAN	PS611333Q/S33	01/05/18	45	H.L.
LOT S341	LOTS 3435-3459 (B.I), R34	STAGE PLAN	PS611333Q/S34	13/06/18	46	H.L.
LOT S351	LOTS 3420-3443 LOTS 3553-3570 (B.I), R35	STAGE PLAN	PS611333Q/S35	13/06/18	46	H.L.
LOT S291	LOTS 2903 to 2907, LOTS 2922 to 2930, LOTS 2946 to 2962, Reserve No's. 291, 292 & 293, & ROAD R291	STAGE PLAN	PS611333Q/S291	15/4/19	47	HJR
LOT S802	LOT S803 & RESERVE No.2	STAGE PLAN	PS611333Q/S803	2/5/19	48	HJR
LOT S342	LOTS 3401 - 3434 (B.I.) & 3460 - 3463 (B.I.) & R35	STAGE PLAN	PS611333Q/S341	06/06/19	49	HS
LOT S352	LOTS 3501 - 3519, 3544 - 3552, 3571 - 3585, ROAD R351 & RESERVE NO. 351 & 352	STAGE PLAN	PS611333Q/S351	06/06/19	50	HS
		RECTIFICATION Addition of lots from stage 351	AS247598B	12/06/19	51	IRM
LOT D		RESUBDIVISION	PS804311B	16/12/19	52	IT
S100	RESERVE No. 322	STAGE PLAN	PS611333Q/S100	28/08/20	53	C.T
RESERVE NO.321	(E-22)	CREATION OF EASEMENT	AU798358E	05/10/21	54	JG
LOT S803	LOT NN	STAGE PLAN	PS611333Q/S804	26/08/26	55	TL

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 29 September 2026 11:42 AM

PROPERTY DETAILS

Address:	**183 SALTWATER PROMENADE POINT COOK 3030**	
Lot and Plan Number:	**Lot 1937 PS611333**	
Standard Parcel Identifier (SPI):	**1937\PS611333**	
Local Government Area (Council):	**WYNDHAM**	www.wyndham.vic.gov.au
Council Property Number:	**228899**	
Planning Scheme:	**Wyndham**	Planning Scheme - Wyndham
Directory Reference:	**Melway 208 E10**	

UTILITIES

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

STATE ELECTORATES

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

OTHER

Registered Aboriginal Party:	**Bunurong Land Council Aboriginal Corporation**
Fire Authority:	**Fire Rescue Victoria & Country Fire Authority**

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

GRZ - General Residential **MUZ - Mixed Use**

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

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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 PROPERTY REPORT

Department of Transport and Planning

Planning Overlay

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 13 (DPO13)

DPO - Development Plan Overlay

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

Further Planning Information

Planning scheme data last updated on 24 September 2026.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the ***Planning and Environment Act 1987.***
It does not include information about exhibited planning scheme amendments, or zonings that may 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.vic.gov.au/vicplan/

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

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PLANNING PROPERTY REPORT

Department of Transport and Planning

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 Bushfire Prone Areas

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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) https://mapshare.vic.gov.au/nvr/ and Native vegetation (environment.vic.gov.au) 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)

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PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987 and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1292238

APPLICANT'S NAME & ADDRESS

WONDERS LEGAL C/- TRISEARCH (SMOKEBALL) C/- LANDATA

MELBOURNE

VENDOR

ZHU, QIANGHUA

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

427003

This certificate is issued for:

LOT 1937 PLAN PS611333 ALSO KNOWN AS 183 SALTWATER PROMENADE POINT COOK
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
- is within a DEVELOPMENT PLAN OVERLAY - SCHEDULE 13

A detailed definition of the applicable Planning Scheme is available at :
(https://planning-schemes.app.planning.vic.gov.au/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 September 2026

Sonya Kilkenny
Minister for Planning

VICTORIA State Government

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.

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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.

VICTORIA State Government

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Wonders Legal C/- triSearch (Smokeball)
200 Barangaroo Avenue
Barangaroo 2000

Client Reference: 427003

NO PROPOSALS. As at the 18th September 2026, 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®.

183 SALTWATER PROMENADE, POINT COOK 3030
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 September 2026

[Vicroads Certificate] # 81967557 - 81967557121144 '427003'

Civic Centre 45 Princes Highway, Werribee, Victoria 3030, Australia
Postal PO Box 197, Werribee, Victoria 3030, Australia
Telephone 1300 023 411
TTY 133 677
Email mail@wyndham.vic.gov.au
ABN: 38 393 903 860
www.wyndham.vic.gov.au

18 Sep 2026

Landata
DX 250639
MELBOURNE VIC

Reference: BLD_CERT-2026/02069

Property Information Request: Building Regulations 2018 – Regulation 51(1)

PROPERTY DETAILS
Property No: 228899
183 Saltwater Promenade POINT COOK VICTORIA 3030
V 11888 F 576 L 1937 PS 611333 Deutgam Parish

A search of Building Services records for the preceding 10 years has revealed the following building history.

Permit No	Description of works	Permit Date	Occupancy/Final No.	Occupancy/Final Date
201709028	Construction of a Detached Dwelling and Garage	21 Jul 2017	201709028	15 Jan 2018

Determinations made under Regulation 64(1) or exemptions granted under regulation 231(2)
Council has no records of any determinations or exemptions granted. Check current Building or Occupancy Permits for these details.

Outstanding orders or notices
Our records show that there are no outstanding notices or orders under the Building Regulations. However, it is to be noted that we have not conducted an inspection of the property in regard to this enquiry and that this does not preclude Council from taking action on any illegal building works subsequently identified.

Make your own enquiries
The information supplied in this letter is based solely on current Building Services records. We have made no enquiries beyond consulting these records. Consequently, we recommend that you make your own enquiries for any specific details you may require.

Personal safety
In the interests of personal safety, we also remind you that:

- All residential properties with existing swimming pools or spas must have compliant safety pool fencing
- If smoke alarms have not been installed in a residential property, they must be installed by the new owner within 30 days of property settlement.

Failure to comply with either of these requirements may result in significant fines and Court prosecution.

Disclaimer

We expressly disclaim any liability for loss, however occasioned from reliance upon the information herein.

If you have any questions about this letter, please contact Building Services on 03 9742 0716 or email mail@wyndham.vic.gov.au

Yours faithfully,

Philip Wilson
Coordinator Building Services Municipal Building Surveyor

Civic Centre 45 Princes Highway, Werribee, Victoria 3030, Australia
Postal PO Box 197, Werribee, Victoria 3030, Australia
Telephone 1300 023 411
TTY 133 677
Email mail@wyndham.vic.gov.au
ABN: 38 393 903 860
www.wyndham.vic.gov.au

18 Sep 2026

Landata
DX 250639
MELBOURNE VIC

Land Information Certificate

Certificate No: LIC3154/2026
Rating Year: 2026/2027
Assessment No: 228899

Property Details:	183 Saltwater Promenade POINT COOK VICTORIA 3030 V 11888 F 576 L 1937 PS 611333 Deutgam Parish
AVPCC Code:	110 - Detached Dwelling

Site Value:	$540,000.00	CIV:	$780,000.00	NAV:	$39,000.00

The level of valuation is: 01 Jan 2026
The Date Valuation was adopted for rating purposes is: 01 Jul 2026

Opening Balance	$0.00
Current Year's Rates	
General DL Rates	$1,674.66
Municipal Charge	$72.25
Garbage Charge	$487.00
Emergency Services Volunteer Fund	$273.94
Current Year Rates Levied	**$2,507.85**
Interest Charges	$0.00
Administration Fees	$0.00
Legal Fees	$0.00
Less Rebates	$0.00
Less Payments and Adjustments	$0.00
Rates and Charges Subtotal	**$2,507.85**
Other Charges / Property Debt	$0.00
Total Outstanding	**$2,507.85**

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:

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 Business & Emergency Management team 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

Reference: LIC3154/2026

Received the sum of $31.40 being for the fee for the certificate

Abhinav Mehra
Coordinator Finance Operations

BPAY ®	ONLINE	PAYMENT IN PERSON	BY MAIL
Biller Code: **482620** Ref: 38002288991 **Mobile & Internet Banking - BPAY** Make the payment from your preferred bank account ® Registered to BPAY Pty Ltd ABN 69 079 137 518	Visit our website and sign in to your account to pay by credit card. This is the easiest way to pay multiple invoices in a single transaction. To find out more, visit our website and search for 'payments'. Reference : 18002288993	**Civic Centre:** 45 Princes Highway WERRIBEE VIC 3030 Office Hours: Monday - Friday 8.00am -5.00pm EFTPOS (including Visa and MasterCard), money order, cash or cheque accepted	Mail this invoice with cheque or money order to: Wyndham City Council P.O.Box 197 WERRIBEE VIC 3030 **Please Note:** Receipts will not be issued. General correspondence not to be included in the envelope.

Greater Western Water

LANDATA COUNTER SERVICES
FL 13, 697 Collins
Docklands VIC 3008

Information Statement Certificate

Reference number
81967558-001-0

Statement number
2002224186

Date of Issue 18 Sep 2026

Total amount

$591.73

Total amount to end of June 2027 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 2027 as well as any relevant orders, notices and encumbrances applicable to the property, described hereunder.

Property address 183 SALTWATER PROMENADE, POINT COOK VIC 3030

Property number 6373840000

Lot on Plan 1937\PS611333

Comments

Payment options

Greater Western Water ABN 70 066 902 467

BPAY

BPAY
Biller code: **8789**
Ref: **45036300004**
Go to **bpay.com.au**
®Registered to BPAY Pvt Ltd
ABN 69 079 137 518

Post Billpay

Australia Post
Billpay code: **0362**
Ref: **0450 3630 0005**

Pay at any post office, by phone **13 18 16**, at **postbillpay.com.au**, or via Auspost app

*362 045036300005

Annual Charges

Service charges

	Annual charge FY 2026 - 27	Frequency	Year to date billed amount	Outstanding amount
Residential Water Service Charge	$242.33	Quarterly	$61.08	$0.00
Residential Sewer Service Charge	$325.97	Quarterly	$82.16	$0.00
Parks	$92.26	Quarterly	$23.25	$0.00
Waterways and Drainage	$130.56	Quarterly	$32.90	$0.00
Total annual charges	**$791.12**		**$199.39**	**$0.00**

Other charges and adjustments

Service charges owing for previous financial years	$0.00
Volumetric charges	$0.00
Adjustments	$0.00
Total charges and adjustment	$0.00

Outstanding charges

Current balance	$0.00
Plus remainder service charges to be billed	$591.73
Total charges	**$591.73**

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 licenced 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.

Where applicable, this statement gives particulars of Greater Western Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.

General Information

If a special 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 special meter reading may not be available for at least two business days after the meter is read. An account for charges from the previous meter read date to the special meter read date will be forwarded to the vendor of the property. Please visit Greater Western Water's website prior to settlement for an update on these charges and remit payments to Greater Western Water immediately following settlement-gww.com.au/information-statements. Updates of rates and other charges will only be provided for up to a period of 90 days from the date of issue.

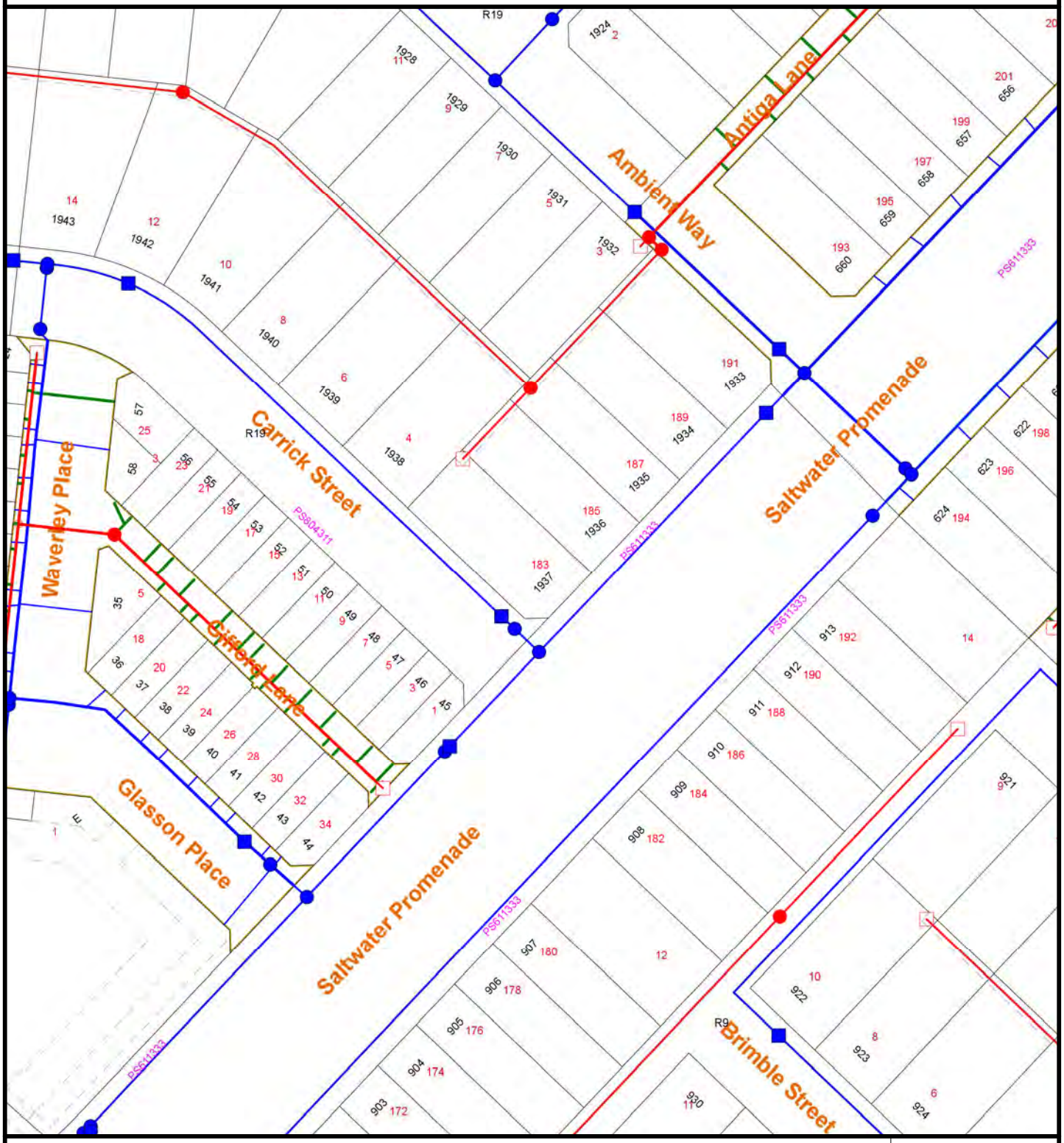
Thank you,

The Greater Western Water team

INFORMATION STATEMENT PLOT

Address : **183 SALTWATER PROMENADE POINT COOK 3030**

Reference : **PID000483736**



Scale **1:1000**

Printed on : **18/09/2026**

Water Main DOES NOT traverse property

Sewer Main DOES traverse property

Water Potable
Water Recycled
Sewer Main
Abandoned Main

Maintenance Shaft
Inspection Shaft
Node / Valve
Hydrant

N

Greater Western Water

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 / WONDERS LEGAL

Your Reference:	WL:26:4760
Certificate No:	11444252
Issue Date:	18 SEP 2026
Enquiries:	ESYSPROD

Land Address: 183 SALTWATER PROMENADE POINT COOK VIC 3030

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44072766	1937	611333	11888	576	$0.00

Vendor: WENYAN SHI, CHENGWEI ZHU & 2 OTHER(S)

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR CHENGWEI ZHU	2026	$530,000	$23,240.00	$0.00	$0.00

Comments: Land Tax of $23,240.00 has been assessed for 2026, an amount of $23,240.00 has been paid.

Current Vacant Residential Land Tax	Year	Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

Arrears of Vacant Residential Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	$710,000
SITE VALUE (SV):	$530,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 11444252

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

8. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $2,040.00

Taxable Value = $530,000

Calculated as $1,350 plus ($530,000 - $300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $7,100.00

Taxable Value = $710,000

Calculated as $710,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code:5249
Ref: 11444252

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: 11444252

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 / WONDERS LEGAL

Your Reference:	WL:26:4760
Certificate No:	11444252
Issue Date:	18 SEP 2026
Enquires:	ESYSPROD

Land Address:	183 SALTWATER PROMENADE POINT COOK VIC 3030

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44072766	1937	611333	11888	576	$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:	$710,000
SITE VALUE:	$530,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 11444252

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 / WONDERS LEGAL

Your Reference:	WL:26:4760
Certificate No:	11444252
Issue Date:	18 SEP 2026

Land Address:	183 SALTWATER PROMENADE POINT COOK VIC 3030

Lot	Plan	Volume	Folio
1937	611333	11888	576

Vendor: WENYAN SHI, CHENGWEI ZHU & 2 OTHER(S)

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: 11444252

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

Biller Code: 416073
Ref: 11444254

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: 11444254

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

SECTION 151 OWNERS CORPORATIONS ACT 2006 - REG 16 & 17 OWNERS CORPORATION REGULATIONS 2018 - SUBDIVISION ACT 1988

Owners Corporation No.	PS611333Q - Owners Corporation No 1
Prepared for:	Lot 1937 - 183 Saltwater Promenade, Point Cook VIC 3030
Postal Address:	Suite 12, Level 2 / 100 Overton Road, Williams Landing VIC 3027
Vendor:	Qianghua ZHU, Lingzhu FEI, Chengwei ZHU, Wenyan SHI
Purchaser:	Not Known
Applicant:	INFOTRACK on behalf of Wonders Legal - InfoTrack Pty Ltd
Applicant Reference:	WL:26:4760

IMPORTANT:

The information in this certificate has been issued on:

29 Sep 2026

The information contained within this certificate is only valid as of its date of issue.
An updated certificate should be obtained prior to settlement to ensure the information contained within this certificate remains current and valid.

This Certificate has been issued for: Lot 1937 on PS611333Q - Owners Corporation No 1

1. The present annual fee for the above Lot for the current financial year 2025-2026 is $948.01 payable on a six monthly basis. The annual contribution fee is set in accordance with the annual budget of the Owners Corporation that is resolved at the Annual General meeting and may be subject to change depending on the budget set each year.

Fee Period	Due Date	Admin	Maint	Total
01/11/2025 - 30/04/2026	01/11/2025	$431.44	$42.55	$473.99
01/05/2026 - 31/10/2026	01/05/2026	$388.30	$85.72	$474.02
Total		$819.74	$128.27	$948.01

2. The fees are paid up until 31 Oct 2026.

   Please note that should settlement occur on or after any due date, a further contribution fee will be due and payable plus an adjustment levy to align with the budget if an Annual General Meeting has taken place and an increase to the annual fees has been resolved by the Owners Corporation.

3. The present total of unpaid fees (including levies, miscellaneous charges and interests) is: $0.00.

4. The present total of unpaid Special Levies is $0.00 (plus penalty interest of $0.00).

5. The Owners Corporation has the following insurance cover:

   Please refer to Attachment 2: Owners Corporation Insurance Certificate of Currency

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

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

   In accordance with the note under item 6, privately owned lots within this OC must seek their own insurance for their respective lot's building and its contents.

7. The total funds held by the Owners Corporation as at 29 Sep 2026 are:

Fund	Amount
Administrative Fund	$1,091,959.68
Maintenance Fund	$660,398.72
TOTAL	$1,752,358.40

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

9. As of 29 Sep 2026 there is a total amount of $146,423.60 of fees and levies owing to the Owners Corporation in arrears.

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

    The manager is not aware of any legal proceedings as of the date of this certificate.

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

    - Antojos Group Pty Ltd - Lease of Common Property Retail Premises / Cafe
    - Powercor - Lease for the Electrical Substation
    - Techno Gym - Commercial Lease Agreement for Gym Cardio Equipment
    - Quantum United Management - Owners Corporation Management Agreement
    - Saltwater Coast Lifestyle Centre - Quantum CM Solutions Residential Club Management Agreement
    - Saltwater Lifestyle Centre - Contracted Cleaning Services - Jan Pro

12. The Owners Corporation has made agreements to provide services to members and occupiers for a fee as follows:

    None known as of the date of this certificate.

13. Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied?

    There are no notices or orders as of the date of this certificate.

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

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

16. Any other information:

- An order has been obtained at the Victorian Civil Administrative Tribunal (VCAT) to excise Lot C & D from the registered Plan of Subdivision.
- Vendors are to handover any/all access proximity swipe access cards to the Saltwater Coast Lifestyle Centre that are currently in their possession (unless the current residential tenancy agreement is subject to transfer at settlement). Failure to provide these will result in the purchaser being required to purchase new access fobs.

IMPORTANT

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

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

17. The following attachments are linked to this certificate:

1. Annual General Meeting Minutes
2. Certificate of Currency
3. Model rules for an owners corporation 2018
4. Saltwater Coast Owners Corporation Rules
5. Saltwater Coast Design Guidelines
6. Update Owner Details Form

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

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

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

Signed on behalf of PS611333Q - Owners Corporation No 1 by:

Ramona Cutajar

Ramona Cutajar

Dated: 29 Sep 2026

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

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

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

SCHEDULE 3

Owners Corporations Regulations 2018 Regulation 17

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

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

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of Owners Corporation expenses that each Lot Owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an Owners Corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular Owners Corporation you are buying into you can inspect that Owners Corporation's information register. Management of an Owners Corporation An Owners Corporation may be self-managed by the Lot Owners or professionally managed by an Owners Corporation Manager. If an Owners Corporation chooses to appoint a professional manger, 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.

Quantum UNITED
Redefining communities

12th March 2026

Annual General Meeting Summary
Thursday 5th March 2026
Owners Corporation 1 PS611333Q
Saltwater Coast Community

Dear Members,

Thank you to those members who were able to attend the recent Annual General Meeting (AGM) for the Saltwater Coast Owner's Corporation (OC) and residential community held on Thursday 5th of March 2026 at the Saltwater Coast Lifestyle Centre.

It was great to meet in person once again and provide the opportunity for all members to attend and contribute. We felt it was an informative AGM, and we were delighted with the attendance level, members questions and contribution on the night.

Enclosed is a copy of the Annual General Meeting Interim Minutes. We invite you to take a moment to review the minutes and if you have any questions, please do not hesitate to contact your Community Management Team at Quantum United Management via saltwater@quantumunited.com.au.

Please be advised that all owners will have 28 days from the date of the meeting to object to any resolutions passed during the AGM. If we do not receive written objections from at least 25% of all lot owners, the resolutions made at the AGM will become the decisions of the Owners Corporation on the 29th day, being the 3rd of April 2026.

Below is a summary of the key discussions and highlights from the meeting:

Annual Accounts:
Quantum United Management prepared the O/C No 1 Financial Statements as at 31 October 2025 and your financial accounts were audited by Kelly Partners. The audited accounts are also available on your community app.

OWNERS CORPORATION BUDGET
The budget 2025/2026 is predominantly similar to the prior financial year, aside from the following:

- *Due to potential work required on the pool, we have reduced the annual administration component and increased the maintenance fund component, so the total fees remain unchanged.*
- *An increase in the community development budget to cover the costs of preparation and delivery, and provide a more enjoyable experience for the community*

Owners Corporation Fees:
The proposed budget was approved by the members at the AGM, and we would like to advise that there has been no fee increase for the current financial year, with the fees to be issued at $948.00 (incl GST) per lot per annum.

Owners Corporation Fee Period:	Amount:
Owners Corporation Fees – 1 November 2025 to 30 April 2026 (pre-issued)	*$473.99*
Owners Corporation Fees – 1 May 2026 to 31 October 2026	*$474.02*
Total:	*$948.01*

Owners Corporation Committee

We would like to give warm welcome to our seven newly appointed Committee members and look forward to working with them moving forward to assist in making Saltwater a community that you are proud to call home.

Elected Committee Members:

Michael Glover *Dominic Moss* *Harry Giannakidis*

Andrew Last *Allan McColl* *Fiona Ryder*

Pothen Joseph

We would like to take this opportunity to thank the previous committee members for their invaluable time and dedication, over the last 12 months.

Owners Contact Details

It is important we have your current contact details on file, this will assist in ensuring that you receive all the email communications issued, as well as your Owners Corporation Fee Notices, and Annual General Meeting Packs.

Please take the time to update your details, via the form on the Quantum website www.quantumunited.com.au by clicking on "Update Member Details" under Resources tab, alternatively you may email the team at saltwater@quantumunited.com.au and advise of any changes.

Kind Regards,

Ramona Cutajar
Senior Client Manager | Team Leader
Quantum United Management

NOTICE OF INTERIM RESOLUTIONS OF THE
ANNUAL GENERAL MEETING OF OWNERS CORPORATION
No.1 PLAN OF SUBDIVISION 611333Q

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

Interim resolutions become resolutions of the Owners Corporation:

a. *subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or*

b. *if notice of a special general meeting is given within that 29-day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or*

c. *if notice of a special general meeting is given within that 29-day period and the meeting is not held within 28 days after the notice is given, at the end of that 28-day period.*

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

MINUTES OF THE ANNUAL GENERAL MEETING

OF OWNERS CORPORATION No. 1 PLAN OF SUBDIVISION 611333Q HELD ON

Date: *5th of March 2026*

Time: *7:00pm*

Place: *Saltwater Coast Lifestyle Centre*

Meeting Opened at 7:05pm

1. Attendances & Apologies

Lot Owner/s present & eligible to vote:
Lot 122 Daniel & Tracey Dordevic
Lot 203 Gloria Isabel Knight & Stephen Leslie
Lot 205 Lois Dorbolo
Lot 211 Kok Chung Leong
Lot 304 Joy Simeon Calma
Lot 412 Neha Nidheesh
Lot 414 Prema Chippendale
Lot 415 Ravineel Chand
Lot 422 Naveen Ramadas & Swetha Sreenivasan
Lot 429 Aaditya Ganpat Ghatkar
Lot 440 Frankey Gerard Fernandes
Lot 636 Yi Bin Wong
Lot 637 Michael Charle Shinkfield
Lot 754 Susan Oliver
Lot 838 Marthinus & Jennifer Anne Noyce

Lot 844 Michael Topolcsanyi
Lot 1018 Pooya Tolouei Pooya
Lot 1214 Patrick Wescombe & Hayley Rogers
Lot 1408 John Roughton
Lot 1605 Swathi Diji Chandran
Lot 1606 Matthew J Clark
Lot 1822 Pothen Joseph
Lot 1917 Abdhul Saliskhan
Lot 2146 Ping Zhang & Guixiang Gu
Lot 2225 Harry Giannakidis
Lot 2241 Kristy & Richard Krieger
Lot 2373 Marthinus Noyce & Jennifer A Noyce
Lot 2736 Sanju Joe Pothen
Lot 2818 Amritpall B Singh
Lot 2827 Fiona Ryder & Martyn Walker
Lot 3223 Michael E Glover
Lot 3404 Victor Marchenko
Lot 3429 Daniel Joseph Carrozza & Jackson James O'Keeffe
Lot 3502 Sham Kumar Shetty
Lot 3503 Allan MCcoll & Catherine MCcoll
Lot 3505 Mark A Connell & Julie M Connell
Lot 3534 Pushparaj Alagirisamy
Lot 3548 Sunil Singh Ganesh Singh

Also Present:
Ramona Cutajar – Senior Client Manager – representing Quantum United Management Pty Ltd
Vanessa Bryant – Associate Client Manager – representing Quantum United Management Pty Ltd
Tharanga Edirisuriya – General Manager – representing Quantum United Management Pty Ltd
Michael Darby – Founder – representing Quantum United Management Pty Ltd

Apologies:
Lot 250 Dominic Moss
Lot 159 Andrew Last
Lot 2417 Sarah L Mercieca

2. Proxies

Other Owners represented by proxy & in attendance:

Lot owners who provided a proxy:	Proxy in favour of:
Lot 649 Yu-Chun Teng & Joerg Bachmann	*Fiona Ryder*
Lot 2826 Muhammad Farooqui & Fatima Farooqui	*Fiona Ryder*
Lot 2835 Neil & Rebecca McClure	*Fiona Ryder*
Lot 2215 Bradley & Lisa Ward	*Allan McColl*
Lot 2229 Rajeev & Aradhana Chandra	*Allan McColl*
Lot 2230 Alicia R Healy & Thomas L Healy	*Allan McColl*
Lot 3240 AMBR ASSOCIATES PTY LTD	*Sandra Hernandez Salazar*
Lot 2101 Pei Chen Chen	*Steven Leone*

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

4. Chairperson of the AGM
Members present agreed to appoint Ramona Cutajar representing the Owners Corporation as the Chair of the Annual General Meeting.

5. Acceptance of Minutes

RESOLUTION: *It was resolved that the Minutes of the previous Annual General Meeting of Owners Corporation No.1 of 611333Q held on 20/02/2025 be adopted and signed as a true and correct record.*

Motion carried by simple majority

6. Reports

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

Manager's Report was tabled.

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

Committee provided a verbal report

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

There were no disputes lodged under this section to report.

6.4 Maintenance Plan Report

The updated Maintenance Plan for Owners Corporation No.1 611333Q can be obtained from the community website, or by contacting our office. It outlines projected expenditure across fifteen years and the Maintenance Fund Fees required to be levied to set aside funds for this expenditure.

6.5 Insurance Valuation Report

The last report was undertaken on 13th April 2023 and states that the replacement value for insurance purposes of the buildings and other improvements in the Plan of Subdivision 611333Q is assessed at $10,852,000.00

Insurance Valuation of Buildings on Common *Property*

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

Motion carried by simple majority

Your PDS for this policy can be obtained from the community app, or by contacting our office, or one will be available to be viewed at the AGM.

Please also review the financial services provided by the Manager as disclosed in the Quantum Financial Services Guide (FSG) available on your community app.

7. Safety Assessment Report

All members are liable for any liability events that occur on common property. Common property for O/C No. 1 6113333Q is predominantly the Saltwater Coast Lifestyle Centre. Should there be an incident where there was a hazard that the O/C was aware of that caused an injury there may be a chance that the O/C (all lot owners) will be collectively liable. Further these areas are considered a workplace for any contractors that the O/C is responsible for, so it is important the areas are maintained free of any risks where possible. As a result, we recommend that the O/C carry out an annual Safety Assessment of the common property areas.

RESOLUTION: *It was resolved that the Owners Corporation have a Safety Assessment Audit of Common Property areas including all swimming pools carried out as recommended by Quantum United Management and that the completed report be tabled with the appointed Committee for action.*

Motion carried by simple majority

8. Finance

8.1 Annual Financial Statements for the period ending 31st October 2025

The financial year ended 31/10/2025 resulted in a surplus for the Administrative Fund of $84,274.27 and a surplus within the Maintenance Fund of $91,573.57.

The Owners Corporation is in a sound position with closing balances of $1,059,327.19 within the Administrative Fund and $517,303.49 within the Maintenance Fund.

The accounts reflect a total arrears amount of $184,902.91. Quantum has made 43 applications to VCAT for fee recovery.

RESOLUTION: *It was resolved that the Owners Corporation adopt the Annual Financial Statements for the period 1 November 2024 to 31 October 2025.*

Motion carried by simple majority

8.2 Owners Corporation Budget for the period 01/11/2025 – 31/10/2026

RESOLUTION: *It was resolved that the Owners Corporation adopt the Budget as tabled for the financial year* 01/11/2025 to 31/10/2026 *and to use its funds for all of the approved budgeted expenses.*

Motion carried by simple majority

8.3 Owners Corporation Fees

Note: The fee for the period of 01/11/2025 to 30/04/2026 has been pre-issued based on last year's budget. Following the approval of this year's budget, the last bi-annual fee will be adjusted to reflect the new fees.

RESOLUTION: *It was resolved that the Owners Corporation Fees be set as per the approved budget in the amount of $1,474,801.94 exc. GST for the Administration Fund and $230,768.08 exc. GST for the Maintenance Fund beginning 1st November 2025 and that these fees be set based on lot liability for both the Administration and Maintenance Funds and that these fees be payable bi-annually in advance each year.*

Motion carried by simple majority

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

8.4 Penalty Interest on Arrears

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

Motion carried by simple majority

8.5 Waiving of Penalty Interest on Arrears

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

Motion carried by simple majority

8.6 Debt Recovery

The Owners Corporation will need to approve the commencement of fee recovery action at a competent court of jurisdiction against owners of lot/s with all outstanding amounts owed to the Owners Corporation. The action may include applications to VCAT/Magistrates Court, the engagement of the Sheriff, Summons to Oral Examination, garnishee of wages or bank accounts, bankruptcy action or foreclosure on assets.

RESOLUTION: *It was resolved that the Owners Corporation instruct Quantum United Management to commence fee recovery action at a competent court of jurisdiction against owners of lot/s with unpaid Owners Corporation Fees that are equal to or above the annual Owners Corporation Fees.*

Motion carried by simple majority

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

Motion carried by simple majority

9. Insurance:

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

Motion carried by simple majority.

Name of Company:	CHU Residential Strata
No. of Policy:	*HU0006096691*
Public Liability Amount:	*$ 30,000,000*
Building & Reinstatement	*$ $12,562,547*
Office Bearers Liability	*$ 5,000,000*
Renewal Date:	*02/12/2026*

Members are advised that the Owners Corporation Building Policy DOES NOT provide protection for privately owned fittings, including carpets, temporary floors, walls, ceiling coverings, curtains, blinds and light fittings or fixtures removable by a lessee regardless of the cause of the damage or the legal liability in respect of any negligence that occurs within the titled area of the lot. It is therefore the

responsibility of the landlord/lot owner to ensure adequate cover is in place, commonly referred to as Contents Insurance/Landlords Cover.

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

10. Election of Owners Corporation O/C 1 611333Q Committee:

Election Procedure
The Manager advised that Quantum has been advised that the most compliant committee election process is that each owner or proxy holder that nominates will be voted individually by the members present. The candidate for the committee is elected if they receive a majority vote of the owners present. Where there are more than 7 nominations that each receive a simple majority vote in favour – those with the most votes in favour will be elected.

The current committee members are:

Michael Glover	*Sarah Mercieca*
Dominic Moss	*Daniel Carrozza*
Harry Giannakidis	*Amrit Singh*
Andrew Last	

10.1 Election of Owners Corporation Committee Members

The below members confirmed that they wish to nominate for the committee for the upcoming period:

Michael Glover	*Andrew Last*	*Pothen Joseph*
Dominic Moss	*Allan McColl*	
Harry Giannakidis	*Fiona Ryder*	

Committee member 1

RESOLUTION: *It was resolved that* Michael Glover *is elected onto the committee of the Owners Corporation as passed by simple majority votes.*

Motion carried

Committee Member 2

RESOLUTION: *It was resolved that* Dominic Moss *is elected onto the committee of the Owners Corporation as passed by simple majority votes.*

Motion carried

Committee Member 3

RESOLUTION: *It was resolved that* Harry Giannakidis *is elected onto the committee of the Owners Corporation as passed by simple majority votes.*

Motion carried

Committee Member 4

RESOLUTION: *It was resolved that* Andrew Last *is elected onto the committee of the Owners Corporation as passed by simple majority votes.*

Motion carried

Committee Member 5

RESOLUTION: *It was resolved that* Allan McColl *is elected onto the committee of the Owners Corporation as passed by simple majority votes.*

Motion carried

Committee Member 6

RESOLUTION: *It was resolved that* Fiona Ryder *is elected onto the committee of the Owners Corporation as passed by simple majority votes.*

Motion carried

Committee Member 7

RESOLUTION: *It was resolved that* Pothen Joseph *is elected onto the committee of the Owners Corporation as passed by simple majority votes.*

Motion carried

10.2 Limitation of powers

That, pursuant to section 82 of the Owners Corporations Act 2006, Owners Corporation PS611333Q ("the OC") resolves that:

RESOLUTION: *It was resolved that any decision that may be determined by ordinary resolution of the Owners Corporation and which does not relate directly to the Saltwater Coast Lifestyle Centre and involves:*

(a) the approval of significant or non-routine expenditure, or

(b) the engagement, renewal, variation, or termination of ongoing services, contracts, or financial commitments, must be determined only by ordinary resolution of the Owners Corporation at a general meeting.

Motion carried by a simple majority

RESOLUTION: *It was resolved that any resolution to revoke, amend, or replace this resolution must be determined only by ordinary resolution of the OC at a general meeting*

Motion carried by a simple majority

11. Other business (for discussion only)

11.1 Security matter from previous AGM

The members in attendance discussed the work undertaken by the Committee over the preceding twelve (12) months since the previous Annual General Meeting held in February 2025, at which time the matter of security was raised as a concern. Given that the potential costs associated with implementing security patrol services would be significant for all lot owners, it was considered

appropriate to put forward a motion to determine whether the Committee should continue to investigate and pursue this matter on behalf of the Owners Corporation.

Moved: *Harry Giannakidis* Seconded: *Daniel Carrozza*

MOTION: *that the committee will continue to investigate security patrol services for the Saltwater Coast Owners Corporation.*

Motion failed by a simple majority of votes

12. Close of Meeting

Meeting closed at 9:17pm

Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	**HU**0006096691
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	02/12/2025 to 02/12/2026 at 4:00pm
Plan Number	611333
The Insured	OWNERS CORPORATION PLAN NO. PS - 611333
Situation	261 SALTWATER PROMENADE POINT COOK VIC 3030

Sections

Section 1 – Insured Property

Building: $12,562,547
Common Area Contents: $348,362
Loss of Rent & Temporary Accommodation (total payable): $1,884,382
Lot Owners' Fixtures and Improvements (per lot): Not Selected

Optional Extensions:
Catastrophe Insurance Sum Insured: $3,768,764
Extended Cover - Loss of Rent & Temporary Accommodation: $565,314
Escalation in Cost of Temporary Accommodation: $188,438
Cost of Removal, Storage and Evacuation: $188,438
Machinery Breakdown: $250,000
Lot Owners' Contents inclusion (per lot): Not Selected

Section 2 – Liability to Others

Sum Insured: $30,000,000

Section 3 – Voluntary Workers

Death: $300,000
Total Disablement: $3,000 per week

Section 4 – Fidelity Guarantee

Sum Insured: $250,000

Section 5 – Office Bearers' Legal Liability

Sum Insured: $5,000,000

Section 6 – Government Audit Costs and Legal Expenses

Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070, AFSL 243261) on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

Legal Defence Expenses: $50,000

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

Date Printed 01/12/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-0725 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

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

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

1.3 Waste disposal

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

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and parking on common property

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

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

(6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.

(8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

Saltwater Coast Owners Corporation Rules v2.0 2015

Plan of Subdivision No. PS611333Q

The Owners Corporation principal purposes are to ensure that all Members and occupiers of the members' lots have the right to use the Recreational Facilities

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1. INTERPRETATION

The Owners Corporation principal purposes are to ensure that all Members and occupiers of the members' lots have the right to use the Recreational Facilities within the Development and to maintain the quality of the Development. These Rules are therefore to be interpreted having regard to the following objectives of the Developer.

Design Guidelines

ensuring compliance with the Design Guidelines;

Landscaping

maintaining and enhancing any landscaping for which the Owners Corporation is responsible;

Recreational Facilities

maintaining and enhancing the Recreational Facilities and other amenities for the benefit of all Members; and

Provision of Services

ensuring the Owners Corporation has the ability to provide services to its members that are consistent with the quality of the Development.

2. DEFINITIONS

In these Rules unless the context otherwise requires the following definitions apply:

"Act" means the Owners Corporations Act 2006 as may be amended from time to time and includes any regulations under the Act;

"Common Property" means that part of the Land shown in the Plan of Subdivision as common property;

"Date of Completion of the Development" means the date of settlement of the sale of the last Lot or piece of land in the Development of which the Developer is the owner;

"Design Guidelines" means the Saltwater Coast Design Guidelines as registered with these rules;

"Design Review Committee" means the committee established as provided for in the Design Guidelines;

"Developer" means FKP Lifestyle (Real Estate) Pty Ltd ACN 062 622 673 the owners of the land at the time of registration of the Plan of Subdivision or its assignee;

"Development" means the development known as "Saltwater Coast" from time to time;

"Financial" means all monies owed to the owners Corporation including: fees, fines and recovery of costs for any damage or loss are either fully paid to the Owners Corporation or an agreement to make good on payment has been entered into with the Owners Corporation;

"Guest" means a person who is not a Member, Occupier or Resident Member including anyone who resides with an occupier who is over the age of eighteen (18) and not named on the lease or rental agreement;

"Land" means the whole of the land described in the Plan of Subdivision;

"Lease or Rent" means a contractual arrangement calling for the lessee (occupier) to pay the lessor (the member) for use of the lot. For the purpose of interpreting these rules the meaning of Lease is extended to include where a member does not reside at the residence on the lot and the residence is occupied, is deemed to have leased the lot to the occupiers regardless of any payment received or forgone;

"Lot" means any lot on the Plan of Subdivision;

"Member" means a member of the Owners Corporation who is the owner of any Lot on the Plan of Subdivision;

"Minor" means a person who has not reached the age of sixteen (16) years of age;

"Occupier" means the person(s) over the age of sixteen (16) who resides in a residential property within the estate who is named on the lease or rental agreement as the lessee or renter and, is not a member and, where the lease or rental term is for period of five (5) consecutive days or more, or where the member does not reside at the property and the property is otherwise occupied the occupants will be deemed an Occupier if the member advises the Owners Corporation of the occupants details;

"Owners Corporation" means the Owners Corporation created by the Plan of Subdivision or if more than one, the unlimited Owners Corporation created by the Plan of Subdivision;

"Owners Corporation Manager" means the person or entity for the time being appointed by the Owners Corporation as the manager of the Owners Corporation;

"Principle Residence" means the primary location that the proprietor lives most of the time;

"Proprietor" means a member, occupier, resident member;

"Plan of Subdivision" means Plan of Subdivision No. PS611333Q which is the subject of these Rules, including any subsequent stages of subdivision to be incorporated into this Plan of Subdivision;

"Recreational Facilities" means the "Saltwater Coast Lifestyle Centre";

"Recreational Facilities Area" means the area being common property and part of Lot S5 on which the leased areas and Recreational Facilities are located;

"Residence" means one permanent non-transportable private residence;

"Resident Member" - a person who normally resides with the Member or a person under the age of 18 whom normally resides with an Occupier;

"Security Token" means FOB, Key Card, Keys or similar device used to gain access to the recreational facilities as issued by the Owners Corporation;

"Settlement Date" means the date of transfer of any Lot to a Member;

"VCAT" means the Victorian Civil & Administrative Tribunal;

"Works" means the works set out in Rule 4 of these Rules.

The obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges shall prevail over these rules in respect of the person or persons to whom they are given.

3. INCORPORATION AND ADOPTION OF THE ACT

To the extent permitted by Sections 138 and 140 and Schedule 1 of the Act and at law the Owners Corporation adopts as rules the provisions of the Act including by not limited to:

(i) Sections 48-50 inclusive;

(ii) Section 117;

(iii) Section Part 7;

and Section 32 of the Sale of Land Act 1962 and a breach of any such section shall constitute a breach of these rules.

4. USE OF LOTS – DEVELOPER

4.1 Display Lots

While the Developer is the owner of any Lot he may:

4.1.1 use any Lot owned by him for display purposes including a sales office and car parking;

4.1.2 allow prospective purchasers of any Lot to inspect the display Lot; and

4.1.3 use any signs, advertising or display material in or about the display Lot as he thinks fit.

4.2 Signs

Any signs erected pursuant to rule 4.1.3 must be in keeping with the Development and must not at any time be more, in number or size, than is reasonably necessary.

4.3 Development Rights

Notwithstanding any other rule, the Developer:

4.3.1 is entitled to progressively develop staged lots as set out in the Plan of Subdivision;

4.3.2 is entitled to incorporate further land into the Plan of Subdivision, to become part of the Development;

4.3.3 while owner of any Lot, need not comply with any rule:

4.3.3.1 which is inconsistent with or limits his rights under this rule; or

4.3.3.2 the application of which, in the Developer's opinion is inappropriate to the development of the Lot while that Lot remains undeveloped or during its development.

4.4 Common Property

The Developer is permitted to use and develop the Common Property for the purpose of developing the Land and in particular for the construction of the Building on the Recreational Facilities Area up until the management of the common property is handed over to the Owners Corporation. The Owners Corporation will not refuse any reasonable request from the developer except under exceptional circumstances or where the request is in breach of the Act.

5. DEVELOPMENT AND MAINTENANCE OF A LOT

Each Member and Occupier must do the following on each Lot of that Member:

5.1 Design Guidelines

Must comply with the Design Guidelines;

5.2 Appearance of Residence

Must install permanent window furnishings within three months of the issue of an occupancy permit for the construction of the Residence and ensure the Residence is kept clean and maintained in good repair including (without limitation) all fences, walls, windows, gates, sidewalls, walkways , gardens, lawns, nature strips and driveways

within a Lot and nature strip;

5.3 Driveway

Must construct a driveway leading from the Residence to the road prior to the occupation of the Residence by the Member as set out in the Design Guidelines;

5.4 Fencing

Must erect fencing around the Lot subject to the requirements of these Rules and the Design Guidelines within three months after the issue of an occupancy permit for the construction of the Residence;

5.5 Upkeep of Yard Areas

Must maintain and keep tidy the front, side and rear gardens and other surrounds of the Lot to the standard of a first class residential development as determined by the Owners Corporation;

5.6 Nature Strip

Must maintain and keep tidy, free of weeds and obstructions any nature strip adjoining the Lot; and the surface of the nature strip must comply with rule 6 of the Wyndham City Council Beautification of Nature Strips Policy 2008;

5.7 Rubbish disposal

Must conceal all bins from public view except on the days and during the times designated for rubbish disposal in accordance with Wyndham City Council Collection Guidelines;

5.8 Vermin

Must take all practicable steps to prevent infestation of the Lot by vermin or insects;

5.9 General Appearance of Property

Must keep the Lot free of rubbish;

5.10 Insurance

Must ensure that any improvements, including the Residence, constructed on the Lot are insured for full replacement value;

5.11 Rectification of Non-Compliances

Must rectify any non-compliance with the approved plans and specifications for the works in accordance with any notice in writing served on the Member by the Developer or the Owners Corporation until the Date of Completion of the Development or thereafter by the Owners Corporation or its delegate;

5.12 Cease Construction on Demand

Must cease construction of works on a Lot if required by notice in writing served by the Developer until the Date of Completion of the Development or by the Owners Corporation or its delegate pending resolution of any dispute about a non-compliance with the approved plans and specifications for the Lot; and

5.13 Enforcement Costs

Must pay all costs incurred by the Developer or the Owners Corporation in respect of the enforcement of the Rules or the Design Guidelines in respect of the Member's Lot.

6. AMENITY CONTROLS

Each Member of the Owners Corporation must not and must ensure that the Occupier of a Member's Lot does not and the Occupier of a Lot must not do any of the following:

6.1 No Breach

Must not breach any provisions of the Owners Corporation Rules and or the Design Guideline Rules;

6.2 No Alterations

Must not without the prior written consent of the Owners Corporation alter gas, water, drainage, septic, sewerage, electrical or any other utility connections and services to a Lot;

6.3 No Interference with Cabling

Must not do any act or thing or allow any act or thing to be done to the Lot or the common property that may in any way damage or interfere with the use of cabling and ancillary equipment ("the electronic cabling") installed or to be installed by the Developer and/or Telstra on the Land in order to provide telephone service, cable television, internet or other such telecommunications or electronic data or services. It is acknowledged that the electronic cabling (if any) remains the property of the Developer and/or Telstra;

6.4 No Trade or Business

Unless the residence remains the proprietors principle residence the proprietor of a lot must not use that lot or any part of the common property for any trade or business nor permit others to do so without advising the owners corporation's in writing and unless:

(a) the planning scheme governing the use of that lot permits the trade or business to be carried on from that lot; and

(b) any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with; and

(c) the trade or business can be carried on, and is carried on, without causing undue nuisance to the Proprietors of other lots.

6.5 Minimum Term

6.5.1 The proprietor of a lot must not lease, sublease, licence, rent, hire or otherwise deal with a lot, or permit a lot to be leased, subleased, licensed, rented, hired or otherwise dealt with for a period less than ninety (90) calendar days;

6.5.2 Insofar as lots contain carparks and storage cages the proprietor of a lot who leases, subleases, licences, rents, hires or otherwise deals with a lot under Rule 6.5.1 shall only do so to or with other proprietors of lots and must not lease, sublease, licence, rent, hire or otherwise deal with lots with any party who is not a proprietor;

6.6 Use of Lot

Must not use or permit a Lot affected by the Owners Corporation or the Common Property to be used for any purpose which may be illegal or injurious to the reputation of the Land or the Development or which may cause a nuisance or hazard to other Member's or Occupier's of any Lot or the visitors of any Member or Occupier;

6.7 Garage

Must not use the garage in a Lot for any purpose other than as a garage for vehicles and for general storage purposes unless the garage in a Lot is used as an office in a display home in a display village but then only so long as the Lot is used for display purposes;

6.8 Restrictions on Car parking

6.8.1 Large or Commercial vehicles etc.

- Any person who wants to accommodate a truck within a residential property other than a vehicle of less than Gross Vehicle Mass (GVM) two (2) tonne that is used in association with a home occupation will be required to obtain a Planning Permit to do so from Wyndham council;
- Each lot is restricted to parking one commercial vehicle, for example a plumber's van, taxi, courier van, or builder's utility in residential streets. These types of vehicles may be regarded as ancillary to residential occupation. All other vehicles of this class must be housed within the garage of the lot or within the prepared surface of an approved driveway;
- Heavy vehicles of the Gross Vehicle Mass (GVM) of two (2) tonne and above may only park in residential streets within the estate for a period of no more than one (1) hour unless engaged in loading or unloading or some other lawful purpose unless a permit has been obtained from the Wyndham council;

- The parking of heavier vehicles over two (2) tonne such as tow trucks, semi-trailers, prime movers, earthmoving machinery, large rigid trucks, large table-top trucks and are not considered as an acceptable ancillary use to residential occupation and must not park or allow to be parked on a Lot or any road or any other land in the vicinity of a Lot unless a permit has been obtained from the Wyndham council;
- any caravans, trailers, boats or any mobile machinery unless they are housed or contained wholly within a garage on a Lot or to the rear of the lot must not park or allow to be parked on a Lot or any road or any other land in the vicinity of a Lot; and

6.8.2 All vehicles

Must not park or allow any vehicle to be parked on nature strips or in front yards of a Lot other than a driveway, however, it is permitted to park 2 left hand side wheels of vehicle on a nature strip within narrow streets;

6.9 No Vehicle Repairs

Must not carry out or cause to be carried out on a Lot or on any road or any other land in the vicinity of a Lot any dismantling, assembling, repairs or restorations of vehicles unless carried out at the rear of a Residence on a Lot in a location which is screened from public view;

6.10 No Signs

Must not erect or display any sign, hoarding or advertising of any description whatsoever on a Lot excluding lots held by the developer s in accordance with Rule 4.1 (including a "For Sale" sign) unless the following applies:

6.10.1 the Lot is being advertised for re-sale and in such a case only one advertising sign with a maximum dimension of (1800mm X 1200mm) will be permitted and this sign must be removed within five (5) days of the day of sale;

6.10.2 the signage is for a display home and the consent in writing of the Design Review Committee has been obtained;

6.10.3 the signage is for builders or tradespersons identification during construction of the Residence provided the signage is removed within ten (10) days of the issue of the occupancy permit;

6.11 Fencing

6.11.1 Must not construct any fence that does not comply with the Design Guidelines;

6.11.2 Must not alter or remove any fence without the approval of

the Owners Corporation;

6.11.3 Must not allow any fence to fall into a state of disrepair;

6.11.4 Must not claim any cost of maintenance of or repairs to the fence from the Developer if the Developer is the owner of an adjoining Lot;

6.11.5 Must not repair or renew the fence with any materials which are not of the same nature, quality and standard as those originally approved for the construction thereof unless approved by the design Review Committee;

6.12 Insurance Premiums

Must not do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy affected by the Owners Corporation;

6.13 No Damage to Common Property

Must not mark, paint or otherwise damage or deface any structure that forms part of the Common Property;

6.14 No Interference with Common Property

Must not use the Common Property or permit the Common Property to be used in such a way as to unreasonably interfere with or prevent it being used by other Member's or Occupiers of Lots or their guests;

6.15 Articles on Common Property

Must not without the prior written consent of the Owners Corporation, remove any article from the Common Property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged;

6.16 No Storage on Common Property

Must not store any materials or goods on the Common Property except with the prior written consent of the Owners Corporation and in accordance with the terms and conditions contained in that consent;

6.17 Not cause a danger

Must not keep the Lot in a manner which is dangerous or likely to cause danger to life or property;

6.18 Noise

Must not by himself or herself or by allowing any other person in a Lot or on Common Property to:

6.18.1 carry on a noxious or offensive activity; or

6.18.2 make or allow noise in a Lot or on Common Property that will interfere with the enjoyment of a Lot or the Common Property by others;

6.19 PROHIBITED TIMES FOR RESIDENTIAL NIOSE

The Environmental Protection Act 1970 makes it an offence to cause unreasonable noise from any residential premises. Residential noise may be unreasonable at any time of the day, depending on its volume, intensity, duration, time, place and other circumstances. The EPA (Residential Noise) Regulations 1997 list specific types of equipment and times their use is prohibited. When the noise can be heard from inside a habitable room of another residential premises the following restrictions apply:

I. A motor vehicle (except a vehicle moving in or out of premises), lawn mower or other grass cutting device and any equipment or appliance not falling within the next category having an internal combustion engine are prohibited for use during the times of Monday to Friday: before 7 am and after 8 pm. Weekends and public holidays: before 9 am and after 8 pm;

II. An electric power tool, chain or circular saw, gas or air compressor, pneumatic power tool, hammer and any other impacting tool or grinding equipment are prohibited for use during the times of Monday to Friday: before 7 am and after 8 pm. Weekends and public holidays: before 9 am and after 8 pm;

III. A domestic air conditioner or evaporative cooler, heat pump, swimming pool pump, spa pump, water pump other than a pump being used to fill a header tank, domestic heating equipment (including central heating and hot water systems) and a domestic vacuum cleaner. are prohibited for use during the times of Monday to Friday: before 7 am and after 10 pm. Weekends and public holidays: before 9 am and after 10 pm;

IV. A musical instrument and any electrical amplified sound reproducing equipment including a stereo, radio, television and public address system are prohibited for use during the times of Monday to Thursday: before 7 am and after 10 pm. Friday: before 7 am and after 11 pm. Saturday and public holidays: before 9 am and after 11 pm. Sunday: before 9 am and after 10 pm;

V. Any electric equipment or appliance not falling within the above categories, including electric gardening equipment, but not electric equipment or appliances for personal care or grooming, or for heating, refrigeration or preparation of food are prohibited for use during the times of Monday to Friday: before 7 am and after 8 pm. Weekends and public holidays: before 9 am and after 8 pm;

6.20 Behaviour

Must not be on Common Property, or on any part of a Lot so as to be visible from another Lot or Common Property unless clothed and must not use language or behave in a manner likely to cause offence or embarrassment to another Member or to any person lawfully using the Common Property;

6.21 Pets and Animals

6.21.1 Must not allow animals, except common household pets, in a Lot and the behaviour of pets in a Lot must be controlled so that it does not interfere with the enjoyment of a Lot by others;

6.21.2 A person must not without a permit issued by Wyndham Council keep animals on any premises:

(a) in excess of:

(i) 2 dogs;
(ii) 2 cats;
(iii) 6 poultry (other than rooster, fowl, guinea fowl, turkey, geese or ducks);
(iv) 10 Pigeons;
(v) any horse, cattle, sheep, goat, pig or any other agricultural or similar large animal;
(vi) 10 domestic birds (other than a cockatoo, corella, galah or peacock);
(vii) 4 rabbits or guinea pigs; or
(viii) a combination of 3 cats and 1 dog;

(b) exercise pigeons other than during 2 hours after sunrise or 2 hours before sunset; or
(c) race pigeons except at organised events;

6.21.3 Dogs are not allowed on the Common Property except if on a leash or carried but are not permitted within the recreational facility unless authorised to do so under specific regulation or by law;

6.21.4 Any Member who keeps and maintains a pet will be liable for any and all action by the pet whether or not the Member had knowledge, notice or forewarning of the likelihood of such action; and

6.21.5 If any animal causes a nuisance the Owners Corporation may give notice that the animal is causing a nuisance. If the owner does not take steps to prevent further nuisance from occurring the Owners Corporation may give notice to remove the animal from the Lot. The Member must remove the animal from the Lot immediately upon receipt of the notice from the Owners Corporation.

7. OWNERS CORPORATION - PROVISION OF SERVICES AND LEVIES

Each Member of the Owners Corporation agrees that:

7.1 Services

The Owners Corporation may provide the following services:

7.1.1 the operation of a security surveillance service;

7.1.2 the repair and maintenance of such landscaping within the Plan of Subdivision as the Owners Corporation is responsible for or as agreed to by the Owners Corporation with relevant authorities or the Developer;

7.1.3 the repair, maintenance and improvement of the Recreational Facilities; and

7.1.4 any other service or facility provided by the Owners Corporation for the benefit of Members and Occupiers which is consistent with the stated objectives of these Rules;

7.2 Cost

The provision of such services by the Owners Corporation will be paid for by all Members according to lot liability as set out in the plan of subdivision; and

7.3 Lease or Licence

The Owners Corporation itself may grant a lease or licence over the Common Property or part of it to an individual or corporation as it sees fit including without limitation a lease or licence enabling the individual or corporation to become responsible for the overall management of all community facilities at Saltwater Coast.

8. RECREATIONAL FACILITIES

Each Member and each Occupier must observe the following rules in relation to the Recreational Facilities and must ensure that any invitee does not use the Recreational Facilities except in accordance with the following rules or such other rules as determined pursuant to rule 8:

8.1 Proof of Entitlement

8.1.1 A member or Occupier requesting access to the Recreational Facilities must provide the necessary evidence to demonstrate their entitlement, prior to an induction:

i. The Member must provide a copy of the contract of sale or copy of Title for the lot entitlement access is requested and a

copy of the current Owners Corporation invoice for that lot;

ii. The member must be financial;

iii. Occupiers who are leasing or renting a property must provide a copy of the lease or rental agreement before the lot entitlement access is requested and a letter from the leasing/rental agent acknowledging the members agreement to grant access to the facilities to the person(s) named in the lease;

iv. A member is deemed to have leased the property to an occupier where the member does not reside at the property and the property is otherwise occupied regardless of any payments received or foregone. Where no formal lease or rental agreement is entered into the member must advise the Owners Corporation the details of the person(s) occupying the residence. Under these rules the occupants listed will be deemed to be an "Occupier"; and

v. Where the member has granted access under a lease or rental agreement to an occupier,

   a. the member's entitlement to access the Recreational Facilities transfers to the occupier;

   b. access to the Recreational Facilities will only be granted to an occupier while the member remains financial and;

   c. the member agrees they may be liable for recovery of costs for damage or loss caused by the occupier, resident members or guests.

8.2 Inductions

8.2.1 An induction is a walkthrough of the facility explaining rules of use, access, safety and amenities. Part of this process is the completion of Saltwater Coast Lifestyle Centre Members Information & Induction Forms set out in Schedule 9. It is s requirement the induction form(s) are completed and signed prior to granting access;

8.2.2 It is a requirement that all members, occupiers and resident members, with the exception of minors, must complete an induction prior to be granted access to the recreational facilities. Guests of members or occupiers are not required to complete an induction but must be accompanied by the member or occupier at all times;

8.2.3 Induction bookings are organised through the Lifestyle Centre staff. Requests for inductions by Members, Occupiers and Resident member's require at least seven (7) days notice; and

8.2.4 Each lot will be entitled to twelve (12) inductions per financial year at no charge. Once this entitlement is reached all additional inductions for the remainder of that year require the payment of a fee charged at a rate per the current Saltwater Coast Schedule of fees and charges.

8.3 Access

8.3.1 One security token will be issued to each lot after the completion of the first induction at no cost;

8.3.2 Additional security token may be requested at a charge as set out in the Saltwater Coast Schedule of Fees and Charges. The Owners Corporation reserve the right to limit the number of tokens provided to each lot;

8.3.3 All Security tokens remain the property of the Owner Corporation and must be returned at the end of the lease period, upon the completion of the transfer of a lot after original purchase or on request by the Owners Corporation, or its authorised representative;

8.3.4 Access to occupiers who are leasing or renting a property will be removed at the end of the lease or rental term as per the lease/rental agreement**;**

8.3.5 The Owners Corporation reserves the right to recover costs from the **member** for tokens not returned upon request; and

8.3.6 The Owners Corporation reserves the right to restrict or remove access to Recreational Facilities or any part thereof at any time.

8.4 Guests

8.4.1 Number of Guests

Each lot has an entitlement of not more than two (2) guests at any one time with the exception of leased areas; an exception maybe granted for approved use of the function room;

8.4.2 Number of Guests permitted in the Gymnasium

A Member, Resident member or Occupier must not allow any more than one (1) guest at any one time to use or enter the gymnasium;

8.4.3 Guests to be accompanied

Guests must only use the Recreational Facilities, excluding the leased areas, if accompanied by a Member, Resident member or Occupier;

8.5 Use of Recreational Facilities by Minors

8.5.1 Minors are not permitted in the gymnasium at any time; and

8.5.2 Minors must be accompanied by an adult: Member, Resident member or Occupier when using all other areas of the

recreational facilities including but not limited to the function room, tennis courts, pools and spa; with the exception of leased areas;

8.6 Alcohol

Alcohol is not to be taken into or consumed around the Recreational Facilities Area without the prior consent of the Owners Corporation with the exception for approved use of the function room or licenced premises;

8.7 Smoking

Smoking is not permitted inside the Recreational Facilities Area including but not limited to: pools and tennis courts, entry and car park; exception for approved outdoor café area within the entitlement of relevant laws;

8.8 Behaviour

8.8.1 No Member, Occupier, Resident member, minor or their guest is permitted to behave in a manner in the vicinity of the Recreational Facilities which interferes with the use and enjoyment of those Recreational Facilities by any other person; and

8.8.2 Any acts of anti-social, violent or threatening behaviour by a member, occupier , resident member, minor or their guest against another member, occupier, resident member, minor, guest, employee, contractor or any other persons will not be tolerated and may become subject further disciplinary action as set out in Schedule 6;

8.9 Clothing

Suitable clothing must be worn in the Recreational Facilities at all times as determined by centre management staff;

8.10 Risk

All users of the Recreational Facilities do so at their own risk. The Owners Corporation, its agents and employees and contractors shall not be liable to the user or to any person using or entering the Saltwater Lifestyle Centre for personal injury or for damage to, loss or theft of any property brought into the facility; however it may be caused, unless caused by negligence on the part of the Owners Corporation;

8.11 Notification of Damage

A Member, Resident member or Occupier must promptly notify the Owners Corporation or the Owners Corporation Manager on becoming

aware of any damage to, or defect in, the Common Property or any personal property vested in the Owners Corporation;

8.12 Compensation

A Member, Resident member or Occupier must compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Member or Occupier or member resident or their invitees; including cost of call outs for false alarms caused by member or members guests tampering with fire or lift alarms;

8.13 Obey Directions

Each Member, Occupier, Resident member, Minor, Guest and any invitee must obey any lawful direction given to them by the Owners Corporation or an authorised representative of the Owners Corporation; and

8.14 Obey all Posted Signs

All members, occupiers, resident members, minors and guests must observe signs posted in and around the centre that contain additional rules of use.

9. RECREATIONAL FACILITIES RULES

9.1 Additional Rules

The Owners Corporation may make additional rules relating to the use of the Recreational Facilities Area on the condition that those rules are not inconsistent with these Rules; and

9.2 Breach

A breach of any rules made by the Owners Corporation pursuant to Rule 9.1 will be deemed to be a breach of these Rules. In addition to the Owners Corporation rights to take action under Rule 10 – Non Compliance the Owners Corporation may seek to take Disciplinary action in accordance with procedures outlines in Schedule 6.

10. NON-COMPLIANCE

10.1 If a Member or Occupier has not complied with these Rules within 14 days generally, or within seven (7) days for breaches of Builders' Site Refuse Guidelines only, after service of a notice by the Owners Corporation specifying any non-compliance, the Member agrees that:

10.1.1 the Member or Occupier must allow the Owners Corporation, its employees, contractors, or agents to enter the Lot and rectify the non-compliance;

10.1.2 the Member must pay to the Owners Corporation any charges levied against the Member or Occupier in respect of the costs incurred by the Owners Corporation relating to the non-compliance including without limitation administrative costs, legal costs and the costs of any works performed to rectify the non-compliance which (until paid) are and shall be a charge on the Lot;

10.1.3 the Member must accept a certificate signed by the Owners Corporation Manager as prima facie proof of the costs and expenses incurred by the Owners Corporation relating to the Member's non-compliance with these Rules;

10.1.4 the Member must pay interest at the rate prescribed under the Penalty Interest Rates Act 1983 on outstanding fees and charges until they are paid;

10.1.5 any payments made for the purposes of these Rules shall be appropriated first in payment of any interest and any unpaid costs and expenses of the Owners Corporation and then be applied in repayment of the principal sum; and

10.1.6 any costs incurred by the Owners Corporation relating to the non-compliance of the Member or Occupier are costs incurred in the performance of a service to that Member.

10.2 Breach Process Overview:

10.2.1 Refer to Schedule 3 for an overview of the breach process for Design Guideline;

10.2.2 Refer to schedule 4 for an overview of the breach process for Owners Corporation Rules; and

10.2.3 Refer to schedule 5 for an overview of the breach process for Nature Strips

10.3 Recovery of Expenditure

Where the Owners Corporation expends money to make good the damage caused by a breach of the Act or of these rules by an Member or Occupier or the tenants, guests, servants, employees, agents or children, invitees or licensees of such Member or Occupier or any of them, the Owners Corporation will be entitled to recover the amount so expended as a debt in an action in VCAT or any court of competent jurisdiction from the Member who was the owner of the Lot at the time when the breach occurred.

11. GST

11.1 Definition

For the purposes of this rule:

11.1.1 GST means a goods and services tax, consumption tax, value added tax, retail turnover tax or a tax of a similar nature; and

11.1.2 Primary Payment means any payment or consideration given by a Member or Occupier to the Owners Corporation for any levy or other money or consideration payable or to be given by a Member or Occupier to the Owners Corporation in connection with any supply of any goods and services.

11.2 Payment

If the Owners Corporation is liable by law for any GST on any Primary Payment, the Owner must pay to the Owners Corporation the amount of the GST in addition to the Primary Payment at the same time and in the same manner as the Owner is required to pay the Primary Payment in respect of which the GST relates.

12. DISPUTE RESOLUTION

12.1 The dispute resolution procedure is set out in Schedule 7 of these rules.

13. ADDITIONAL RULES

From 1 January 2020 or on such earlier date appointed by the developer the rules contained in Schedule 1 shall commence operation; and

From 1 April 2015 or such earlier date appointed by the Owners Corporation the rules contained in Schedule 2,3,4,5,6,7,8,9 shall commence operation.

SCHEDULE 1 - DESIGN REVIEW COMMITTEE

14. DEFINITIONS

In these additional Rules unless the context otherwise requires the following definitions apply:

Applicant means a Member who makes an Application;

Application means an application made for the Design Review Committee to approve the development of a Lot;

Approve or Approval means an approval in writing given by the Design Review Committee in respect of an Application which may or may not contain conditions; and

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

15. DESIGN REVIEW COMMITTEE

15.1 Establishment

The Developer has established the Design Review Committee to administer the Design Guidelines.

15.2 Owners Corporation Role

From the Date of Completion of the Development the Owners Corporation must ensure that:

15.2.1 the Design Review Committee is constituted from time to time in accordance with this rule 15;

15.2.2 meetings of the Design Review Committee are convened as required in order for the Design Review Committee to fulfil its functions as set out in these rules;

15.2.3 it acts as secretary of the Design Review Committee in receiving, reviewing and distributing all correspondence addressed or directed to the Design Review Committee; and

15.2.4 it receives and accounts for all monies payable in relation to Approvals and the functions of the Design Review Committee.

15.3 Membership of the Design Review Committee

The Design Review Committee is to have three members appointed from time to time by the Owners Corporation for a term stipulated by the Owners Corporation at the time the appointment or appointments are made.

15.4 Termination of Appointment

15.4.1 A person appointed to be a member of the Design Review Committee vacates office:

15.4.1.1 upon receipt by the Owners Corporation of notice in writing from that member of the resignation of that member;

15.4.1.2 if that member dies or becomes mentally ill; or

15.4.1.3 if the Owners Corporation determines that the appointment of that member is terminated.

15.4.2 The Owners Corporation will determine that the appointment of a member is terminated if that member is without prior leave granted by the Design Review Committee absent from two consecutive meetings of the Design Review Committee of which due notice has been given to that member.

16. MEETINGS OF THE DESIGN REVIEW COMMITTEE

16.1 Meeting

The Design Review Committee constituted in accordance with rule 14 is to meet in a way determined by the Design Review Committee and at whatever times are necessary to perform its duties, or as directed by the Owners Corporation.

16.2 Quorum

Fifty (50) percent of Design Review Committee Members are to constitute a quorum.

16.3 Chair

The Chairman will be appointed by the members of the Design Review Committee. If the Chairman of the Design Review Committee is absent from a meeting, the people who are present at the meeting are to elect from their number a person to chair the meeting.

16.4 Voting

Every question to be decided by the Design Review Committee is to be decided by a majority on a show of hands by members present at the meeting. In the case of an equality of votes the Chairman of the meeting is to be entitled to a second or casting vote.

16.5 Investigate

The Design Review Committee may from time to time, by resolution in writing, designate one or more of its members to investigate or perform any duties for and on behalf of the Design Review Committee and report the findings of that member to the Design Review Committee. Recommendations are to be made by the Design Review Committee.

The vote of a majority of the members of the Design Review Committee is to constitute an act of the Design Review Committee.

17. POWERS AND FUNCTIONS OF THE DESIGN REVIEW COMMITTEE

17.1 Application

17.1.1 The Design Review Committee is to assess all Applications for Approval having regard to the Design Guidelines;

17.1.2 After assessing an Application, the Design Review Committee must either Approve, Refuse, or reserve its decision pending the provision of any further information that is requested in writing by the Design Review Committee to the Applicant;

17.1.3 In the case of Approval, the Design Review Committee may impose conditions that require:

17.1.3.1 changes to be made to the plans and specifications;

17.1.3.2 the proposed development to be undertaken within the reasonable time frame specified in the condition;

17.1.3.3 the Member to give to the Design Review Committee a written undertaking not to cause unreasonable inconvenience to other residents; and

17.1.3.4 to repair without delay any damage caused by the development.

17.2 Services of Consultants

The Design Review Committee may, at its discretion, retain the services of architects, engineers, landscape architects, town planners, urban designers, solicitors and other consultants to advise and assist it to perform its duties and functions.

18. WORKS CARRIED OUT BY THE MEMBER

18.1 Development

18.1.1 No Member may develop a Lot without Approval;

18.1.2 Development must be in accordance with the Approval; and

18.1.3 Once a Member has commenced development, it must not alter the development without Approval.

18.2 Application for Approval

All applications and correspondence to the Design Review Committee must be directed to the Secretary of the Owners Corporation and be in the form required by the Design Guidelines.

18.3 Consultant's Costs

18.3.1 The Design Review Committee may:

18.3.1.1 determine that the Member is to pay the whole or part of the cost to the Design Review Committee of any consultant retained by the Design Review Committee to advise and assist the Design Review Committee to consider the Application ("Consultant's Costs"); and

18.3.1.2 require the Member to pay to the Owners Corporation a sum of money sufficient, in the estimation of the Design Review Committee to meet the liability of the Consultant's Costs.

18.3.2 The Design Review Committee is not obliged to consider the Application until payment by the Member to the Owners Corporation of all sums of money determined as payable under these rules.

18.4 Fees

The Design Review Committee may from time to time determine a fee or fees to be paid by a person making an Application. The Design Review Committee may determine different fees for different Applications depending on their nature and complexity.

18.5 Certification

18.5.1 A Member must prior to occupation and after the final building occupancy permit is issued, apply to the Design Review Committee for a certificate that all development on the Member's Lot is complete in accordance with the Approval; and

18.5.2 A Member must not take occupation of a Lot after development until the Design Review Committee has issued a certificate in accordance with rule 18.5.1. Failure to comply with this rule will entitle the Design Review Committee or the Owners Corporation to require that the bond be forfeited to the Owners Corporation.

19. PROCEEDING WITH WORKS

19.1 Carry Out Works

Upon receipt of Approval from the Design Review Committee the Member is, as soon as practicable, to satisfy all conditions of that Approval and diligently proceed with the development of a Lot in accordance with the requirements of all authorities having jurisdiction over the development. Commencement is to occur in all cases within eighteen (18) months from the date of settlement and completion within thirty (30) months from the date of settlement.

19.2 Failure to Comply

If the Member fails to comply with this rule, any Approval given is to be deemed revoked unless the Design Review Committee, upon written request by the Member made prior to the expiration of the six (6) month period, extends the time for commencement of the development of the Lot.

19.3 Development of Lot to be Completed in Accordance with Application

The Member is to complete the development of the Lot in accordance with the construction schedule set out in the Approval and in any event is to complete the works within one (1) month after the finish date specified in the Approval except and for so long as such completion is rendered impossible due to strikes, fires, national emergencies, natural calamities or other supervening forces beyond the control of the Member or would result in great hardship to the Member.

19.4 Owners Corporation May Proceed

If the Owner fails to comply with this rule, the Owners Corporation is to proceed in accordance with the provisions of rule 19 as though the failure to complete the improvements were a non-compliance.

20. INSPECTION AND CORRECTION OF WORKS

20.1 Inspection

Inspection of Lots after development and correction of defects is to proceed as follows:

20.1.1 upon the completion of any development on a Lot requiring Approval under these rules, the Member must as soon as possible give notice of completion to the Design Review Committee;

20.1.2 within thirty (30) days of receipt of a notice of completion from the Member, the Design Review Committee must inspect the development and decide whether the development of the Lot is complete in accordance with the Approval;

20.1.3 If the Design Review Committee decides that the works are not in accordance with the Approval it is to notify the Member in writing of that non-compliance within that thirty (30) day period. The notice is to specify the particulars of non-compliance, and it is to require the Owner to remedy them; and

20.1.4 Notwithstanding the above the Design Review Committee may inspect the development on any Lot and decide whether the development of the Lot is in accordance with the Design Guidelines and if it decides that the works are not in accordance with the Design Guidelines issue a notice under rule 20.1.3.

20.2 Non-Compliance

The Member must remedy all non-compliance notified to it by the Design Review Committee within thirty (30) days of receipt of the notice referred to in rule 20.1.3 or such longer period as the Design Review Committee may specify in the notice.

20.3 Remedy Non-Compliance

If the Member does not comply with the notice as provided in rule 19.2 the Design Review Committee may at the expense of the Member do whatever is necessary to remedy the non-compliance.

21. NON LIABILITY OF MEMBERS

21.1 Owners Corporation Not Responsible

No approval of plans and specifications by the Design Review Committee is to be construed as representing or implying that those plans and specifications will, if followed, result in properly designed improvements. Such approvals and guidelines are not to be construed as representing or guaranteeing that any improvement carried out in accordance with them will be built in a good and workmanlike manner. Neither the Owners Corporation nor the Design Review Committee is to be responsible or liable for any defects in any plans and specifications submitted, revised, amended or approved nor for any defects in construction undertaken pursuant to such plans and specifications.

21.2 Not Responsible for Loss

Neither the Design Review Committee nor any member of the Owners Corporation nor their duly authorised representative, is to be liable to any Member or any other person for any loss, damage, or injury arising out of or in any way connected with the performance of the Design Review Committee's duties under these rules, unless due to the wilful misconduct or bad faith of the Design Review Committee.

22. VARIANCE OF WORKS

The Design Review Committee may authorise in writing non-compliance with any of the provisions of these rules including (without limitation) restrictions upon height, size, colour, materials and location of works if circumstances such as topography, natural obstructions, aesthetic or environmental considerations so dictate, except so far as prohibited by law. The granting of such an authority is not to operate to authorise non-compliance with these rules for any purpose except as to the particular Lot and the particular rule exempted by the authority, and only to the extent specified in the authority.

23. MONITORING OF COMPLIANCE

23.1 Inspection

The Design Review Committee or its agent is periodically to survey all Lots for compliance with these rules and any Approval given.

23.2 Compliance

The Design Review Committee is to inspect Lots undergoing development at completion and when satisfied that the conditions set out in the Approval have been met shall issue a certificate in accordance with rule 18.5.

23.3 Reporting

A person who considers that there has been a breach of an Approval or these rules may report the alleged breach to the Design Review Committee in writing.

23.4 Investigations

23.4.1 The Design Review Committee is to appoint one of its members, or a Consultant appointed under rule 17.2, to investigate any alleged breach which comes to its attention. if that member or Consultant forms the opinion that there has been no breach the complainant is to be informed in writing; and

23.4.2 if that member or Consultant forms the opinion that there has been a breach, the Owners Corporation may take whatever steps or action it determines as appropriate in order that any breach of these rules is remedied.

23.5 Confidentiality

The Design Review Committee and the Owners Corporation is to keep the name of the person responsible for the alleged breaches confidential until the breach or breaches have been established. In all cases the Owners Corporation and the Design Review Committee are to keep confidential the name of the complainant, except as required by law.

23.6 Variations to the Design Guidelines

The Design Review Committee and the Owners Corporation may consider and maintains the right to approve minor variations to requests outside of the Design Guidelines. Any approved variation must not deviate from the intended purpose of the registered design guidelines as stated in the registered Saltwater Coast Design Guidelines.

SCHEDULE 2 - SALTWATER COAST FUNCTION ROOM RULES OF USE

24. ADDITIONAL DEFINITIONS

In these additional Rules unless the context otherwise requires the following definitions also apply:

Applicant means a Member or Occupier who makes an Application;

Application means an application made for the use of the function room for a function

Approve or Approval means an approval in writing given by Owners Corporation or its approved delegate in respect of an Application which may or may not contain conditions;

Booking time means function time plus a minimum of 1 hour cleaning time at the duration of a function

A **community group activity** or **event** is open to all Saltwater Coast residents where the goal is to enable residents to socially connect.

Hirer means a person who resides in a residence in Saltwater Coast who makes the application to use the Saltwater Coast Function Room and is responsible for: the Actions of themselves and guests, all financial commitments and any damages caused

Hours of operation means the time which the hirer may request access to the function room on the day of their event.

A **private function** uses a resident's entitlement to the Function room. The resident can invite external invitees and takes responsibility for those persons entering and departing the LSC and also their responsible behaviour while using the Function room.

Refuse or Refusal means a refusal in writing given by the Owners Corporation Committee in respect of an Application.

25. INTRODUCTION

25.1 Organisations, groups or individuals who hire the function room & furniture do so only for the stated purpose, which purpose must be lawful and conducted in a manner that does not disrupt or inconvenience other users of the facility. The period of hire shall commence in accordance to allocated booking time and conclude at the agreed times nominated on booking application and rooms vacated promptly;

25.2 The Owners Corporation maintains a "Fair Use Policy" that covers the additional guidelines for approving the use of the recreational facility;

25.3 The function room is available for private function bookings on the evening prior to a Public Holiday, & or on a Public Holiday, or days in lieu of a Public Holiday, additional bond and charges will apply;

25.4 In the event of no private function booking during the requested date and time the Owners Corporation may consider the approval of Community Group Activities or Events. Priority will be given to private bookings and the Owners Corporation reserves the right to cancel or move Community Group Activities to allow for a private function;

25.5 The Owners Corporation may set additional requirements prior to the approval of any community group activity or event including but not limited to: frequency, available days and times, duration, additional bonds and fees;

25.6 Saltwater Coast Estate Occupiers ("Hirer"), hiring the function room will be requested to show Proof of Identity & Residency in the Estate;

25.7 A Lot Owner must be a financial member of the Owners Corporation, for a Hirer to complete a booking. If a Lot Owner is un-financial, the Occupier of the un-financial lot will be advised to contact the leasing agent accordingly;

25.8 The Hirer must be in attendance during the function at all times & is responsible for guests attending; and

25.9 The Owners Corporation reserves the right to cancel or amend all function room bookings.

26. FREQUENCY OF USE

26.1 Each Lot is entitled to two (2) bookings per Financial Year (1st November to 31st October). Additional bookings maybe considered at the discretion of the committee;

26.2 Where the member has granted access to the facilities under a lease or rental agreement to an occupier:

26.2.1. the member's entitlement to the function room transfers to the occupier;

26.2.2. access to the function room will only be granted to an occupier while the member remains financial; and

26.2.3. the member agrees they may be liable for recovery of costs for damage or loss caused by the occupier, resident members or guests.

26.3 Booking must be made 14 days in advance to ensure availability of the booking & process the bond payment.

27. HOURS OF OPERATION, BOOKING TIME AND SUSPENSION OF DRINKS SERVICES and ENTERTAINMENT

27.1 Hours of operation for the function room are:

- Sunday – Thursday start 5:00am – end 11:00pm
- Friday and Saturday start 5:00am – end 1:00am;

27.2 If alcohol is served during the function all drinks services must cease 1hour and 30min prior to the end of the booking time e.g. If a function is booked to 1am all drinks services must cease at 11:30pm;

27.3 All entertainment must cease no later than 10pm Sun-Thurs and 11:30pm Fir-Sat;

27.4 All guests must vacate the premises one hour prior to the end of the booking time e.g. If a function is booked to 1am all guests must vacate the premises no later than 12pm; and

27.5 The hirer, employees, caterers, security staff must vacate the premises no later than the end of the booking time.

28. MAXIMUM CAPACITY

28.1 The maximum Occupancy must not exceed what is stated on the Occupancy Permit;

28.2 The hirer must accept that this figure is inclusive of all catering staff for the function, security guards and entertainers;

28.3 Non Compliance of occupancy regulation will result in the request to close the function & to vacant the premises; and

28.4 All costs to enforce occupancy levels will be recovered from the Hirer's bond.

29. PAYMENT (ALL PAYMENTS ARE INCLUSIVE OF GST)

29.1 The Owners Corporation may set fees and charges for the use of the function room including but not limited to: bond payments, booking fees, security charges, cleaning fees;

29.2 The Owners Corporation reserves the right to adjust the bond & payment rate(s). In this event, the member will be given the option of confirming the booking at the adjusted rate, or cancelling the booking;

29.3 A schedule of fees and charges "Saltwater Coast Schedule of Fees and

Charges" will be provided to the hirer at the time of booking enquiry;

29.4 In order to secure a booking, payment of the bond and where required security and cleaning, are required within seven (7) working days after receipt of an invoice from the Owners Corporation Manager;

29.5 Bookings taken without payment will be considered tentative;

29.6 All required payment(s) must be finalised no later than seven (7) days prior to the event date; and

29.7 Where the hirer fails to make good all payments seven (7) days prior to the function, the Owners Corporation, Management or an appointed agent reserved the right to cancel the booking.

30. ACCESS

30.1 All guests including the hirer, employees, caterers and security staff must adhere to the Operating Hours. No person(s) shall access the function room prior to the stated period of hire and all persons including the hirer, guests, caterers, entertainers must vacate the premises prior to the end of the operating hours;

30.2 A security token will be issued to provide access to the function room;

30.3 The Hirer is to collect the security token during normal working hours, at a time arranged with a member of the Centre Management team;

30.4 Failure to return the security tokens will incur a replacement cost plus admin fee as set out in the Saltwater Coast schedule of fees and charges;

30.5 All security tokens must be returned at the conclusion of hire period to the security guard onsite for the function or alternatively, placed in the drop box provided; and

30.6 All room doors must be locked after use.

31. SECURITY

31.1 All functions with fifty (50) or more guests require a security guard;

31.2 All functions where alcohol is served require security. For every fifty (50) guests, one (1) security guard will be required;

31.3 Security will be arranged by the Owners Corporation at the expense of the hirer;

31.4 Rates for Security are set out in the current Saltwater Coast Schedule of Fees and charges; and

31.5 Functions must be registered with the Victoria Police Party Safe program either online http://www.police.vic.gov.au or directly at the local police station. The Owners Corporation will assist with the registration

process.

32. ENDING A FUNCTION

32.1 Any of the below listed have the right and power to stop a function at any given time;

- Member of the Centre Management Team
- A member of Emergency Services
- Police
- An appointed Security Guard
- A authorised agent of the Owners Corporation

33. CATERING

33.1 Catered functions (self-catered or otherwise) are required to pay a non-refundable cleaning fee. Cleaning fees are set out in the Saltwater Coast Schedule of Fees and Charges;

33.2 Cleaners will be arranged by the Saltwater Coast Owners Corporation Committee or an appointed delegate at the expense of the hirer;

33.3 Cold food may be served in rooms providing it is handled and served in a hygienic and safe manner;

33.4 Self-Catered Functions – may only use hot water urns, coffee urns, reheat or cooking appliances provided by the Saltwater Coast Owners Corporation. These items may not be taken into the function room; and

33.5 BBQ are not permitted in the function room or on the balcony

34. RESTRICTION OF ALCOHOLIC BEVERAGES

34.1 It is a condition of the Function Room Booking Process, when the service of alcohol is intended, that a security guard is present at all times as positioned by the Owners Corporation;

34.2 The Liquor Control Reform Act 1998 is the primary piece of legislation regulating the supply and consumption of liquor in Victoria;

34.3 The Hirer must provide a copy of a permit one (1) working day prior to the booking or the booking will be cancelled;

34.4 The permit holder / licensee is responsible for the service of alcohol during the function & all obligations under the Liquor Control Reform Act;

34.5 Alcohol cannot be served to or by persons under the age of eighteen (18);

34.6 Responsible serving of alcohol will be enforced;

34.7 All drink services of beverages containing alcohol must cease 1hour and 30mins prior to the end of the function booking time or not later than 11:30pm e.g. If a function is booked to 1am all drinks services must cease at 11:30pm;

34.8 No guest is permitted to bring their own alcohol into the function room under any circumstances;

34.9 Alcohol is not permitted to leave the function room area under any circumstances; and

34.10 Alcohol being taken from the function room by the Hirer or guest/s will result in complete loss of bond and a suspension of the Hirers security token in accordance with the Owners Corporation Breach Penalty system.

35. FURNITURE USE and DECORATIONS

35.1 The function room has tables and chairs available for use which are stored in the plant room;

35.2 It is the responsibility of the Hirer to ensure that all tables & chairs are returned to the allocated positions in the plant room. Five (5) table and fifteen (15) chairs are to be set up in the middle of the room after the function;

35.3 The Hirer will be responsible for the cost of any damage to the room and or equipment provided in the room (chairs, tables, audio visual equipment, kitchen equipment or appliances);

35.4 No nails, pins, screws, bolts, tape etc. may be driven into or fixed to the walls and fixtures of the function room; and no equipment, furniture or any structures including jumping castles or decorative lighting, posters, placards or notices may be taken into the function room, or placed or displayed outside it or used there without the previous consent of the Owners Corporation or its manager;

35.5 Any external entertainment/entertainers e.g. DJ or Face Painting etc. Must be disclosed in writing at the time of the booking and be approved by the Owners Corporation or is Manager prior to the function taking place; and

35.6 The Owners Corporation will seek recovery of costs from the hirer for any damages.

36. OCCUPATIONAL HEALTH & SAFETY

36.1 The Hirer must adhere to all Occupational Health and Safety requirements including those relating to exposure to noise, working at heights, manual handling and safe operation of equipment;

36.2 The Hirer shall comply in every respect with regulations under the Health Act 1958 and the Building Code of Australia with regard to public

buildings for the prevention of overcrowding and obstruction of doorways, passages, corridors or any other part of the building to ensure the safe exiting from the building in case of an emergency;

36.3 Smoking is not permitted anywhere in the building including toilets, car park or within five metres of front entry;

36.4 Illicit drug use is strictly prohibited;

36.5 No animals, birds or reptiles are allowed in any part of the building;

36.6 Dogs must not be tied up and left on leads outside front or rear of building;

36.7 Dangerous goods or gas cylinders are not allowed in the building other than in designated storage rooms or as approved by the Owners Corporation;

36.8 Power points are provided for use of equipment that conforms to Australian standards;

36.9 No external sound amplification equipment is to be used without prior approval;

36.10 No additional lighting is to be installed in the function room without prior approval; and

36.11 Hot water urns and coffee urns are not permitted in the function room.

37. BALCONY

37.1 The balcony area can be utilised during functions with the following restrictions:

- No Chairs or tables permitted on the balcony at any time;
- No glass permitted on the balcony at any time;
- No smoking is permitted on the balcony at any time; and
- Minors must be actively supervised by an Adult.

38. AMENITIES (toilets)

38.1 Guests are to use the amenities located on the first floor only. No guests are to wander around the ground floor without an inducted member. None of the Lifestyle Centre facilities (Gym, Pool, Tennis courts, BBQ) are to be used during a function or by guests at a function.

39. PARKING

39.1 ALL vehicles are parked at owner's risk. The Owner Corporation are under no liability to insure against loss, theft or damage to vehicles.

40. ANTI-SOCIAL OR VIOLENT BEHAVIOUR

40.1 These rules should be read in conjunction with Rule 6.19, 8, 9 and Schedule 6;

40.2 Any acts of anti-social, violent or threatening behaviour by the Hirer or guest/s of the Hirer during the course of a function will not be tolerated and will result in complete loss of bond and may become subject further disciplinary action as set out in Schedule 6; and

40.3 In the event of this type of incident, the function will not be allowed to continue and police will be notified.

41. CLEANING AFTER YOUR FUNCTION

41.1 All catered (self-catered or otherwise) functions will be charged a cleaning fee. Cleaning fees are set out in the Saltwater Coast Schedule of Fees and Charges;

41.2 All facilities including furniture, white boards, floor coverings, window blinds and any other facilities utilised during hire must be left tidy and in good order;

41.3 It is the responsibility of the Hirer to ensure that all tables & chairs are returned to the allocated positions in the plant room. Five (5) table and fifteen (15) chairs are to be set up in the middle of the room after the function;

41.4 All additional chairs and tables are to be stacked and put away in the plant room where they were taken from;

41.5 Rubbish should be placed in provided rubbish bags and left neatly within the kitchenette. All packaging must be removed by the Hirer; and

41.6 The Owners Corporation will seek recovery of costs from the hirer for any damages.

42. DAMAGES AND PAYMENT OF DAMAGES

42.1 The Hirer is required to notify the Centre Manager of any damages caused, during the allotted time booked for the function;

42.2 Should any damage be caused to the function area during the period of the function booking, the bond will be retained until any damage caused is repaired;

42.3 The cost of the repair of the damage will be deducted from the bond;

42.4 The Hirer shall be responsible for and agrees to pay any costs in excess of the bond amount for repairs of any damage caused during the function room booking time;

42.5 The Owners Corporation reserves the right to recover any costs incurred as a result of damage, misuse or breach of the facility rules;

42.6 The Hirer must pay to the Owners Corporation any charges levied against the Hirer in respect of the costs incurred by the Owners Corporation relating to repair to any damage including without limitation administrative costs, legal costs and the costs of any works performed to rectify any damage;

42.7 The hirer must allow the owners corporation, its employees, contractors or agents to rectify any damage;

42.8 The hirer agrees to accept a certificate signed by the Owners Corporation Manger as prima facie proof of costs and expenses incurred by the Owners Corporation relating to the damage claim; and

42.9 Cost of damages is determined by the repairing contractor. These costs will be retained from the bond. The Hirer will be advised prior to the payment of damages being applied.

43. RECOVERY OF EXPENDITURE

43.1 Where the Owners Corporation expends money to make good the damage caused by a breach of the Act or of these rules by an Member or Occupier or the tenants, guests, servants, employees, agents or children, invitees or licensees of such Member or Occupier or any of them, the Owners Corporation will be entitled to recover the amount so expended as a debt in an action in VCAT or any court of competent jurisdiction from the Member who was the owner of the Lot at the time when the damage occurred; and

43.2 The Owners Corporation may recover costs from the hirer for ay emergency services that have to attend the Lifestyle Centre during the hirers designated function time for any emergency caused by the hirer or their guests.

44. INSURANACE

44.1 The Saltwater Coast Lifestyle Centre including the function room is fully covered for any claims due to negligence on the Owners Corporations part; and

44.2 It is the responsibility of the user to take out its own insurance, to cover any other claims which may arise in relation to its hirer and use of the function room.

45. DISCLAIMER

45.1 The Owners Corporation, its agents and servants shall not be liable to the user or to any person using or entering the Saltwater Lifestyle Centre for personal injury or for damage to, loss or theft of any property brought into the facility; however it may be caused, unless caused by

negligence on the part of the Owners Corporation. The Hirer shall indemnify the Owners Corporation, its officers, agents and servants against all claims made by, and liability to, any person in respect of such damage, loss or theft.

46. PROFOMA STATEMENT

46.1 The hirer agrees to sign the following statement:

Saltwater Coast Function Room Rules of Use Hirer Agreement

I have been provided a copy of and agree to comply with the Saltwater Coast Function Room "Rules of Use". The Owners Corporation reserves the right to restrict my use of the facility in accordance with Occupational Health & Safety, Australia Standards, Owners Corporations Act 2006 and Owners Corporation Regulations 2007 & the facility "Rules of Use" displayed throughout the facility. The Owners Corporation reserves the right to recover any costs incurred as a result of misuse or breach of the facility rules.

The Owners Corporation or its Management reserve the right to change or cancel bookings. Management or an appointed agent of management may enter the function room at any time without prior notification.

Hirer: _____
Date: ___/____/___

Signature: _____

Lifestyle Centre
Representative: _____
Date: __/____/_____

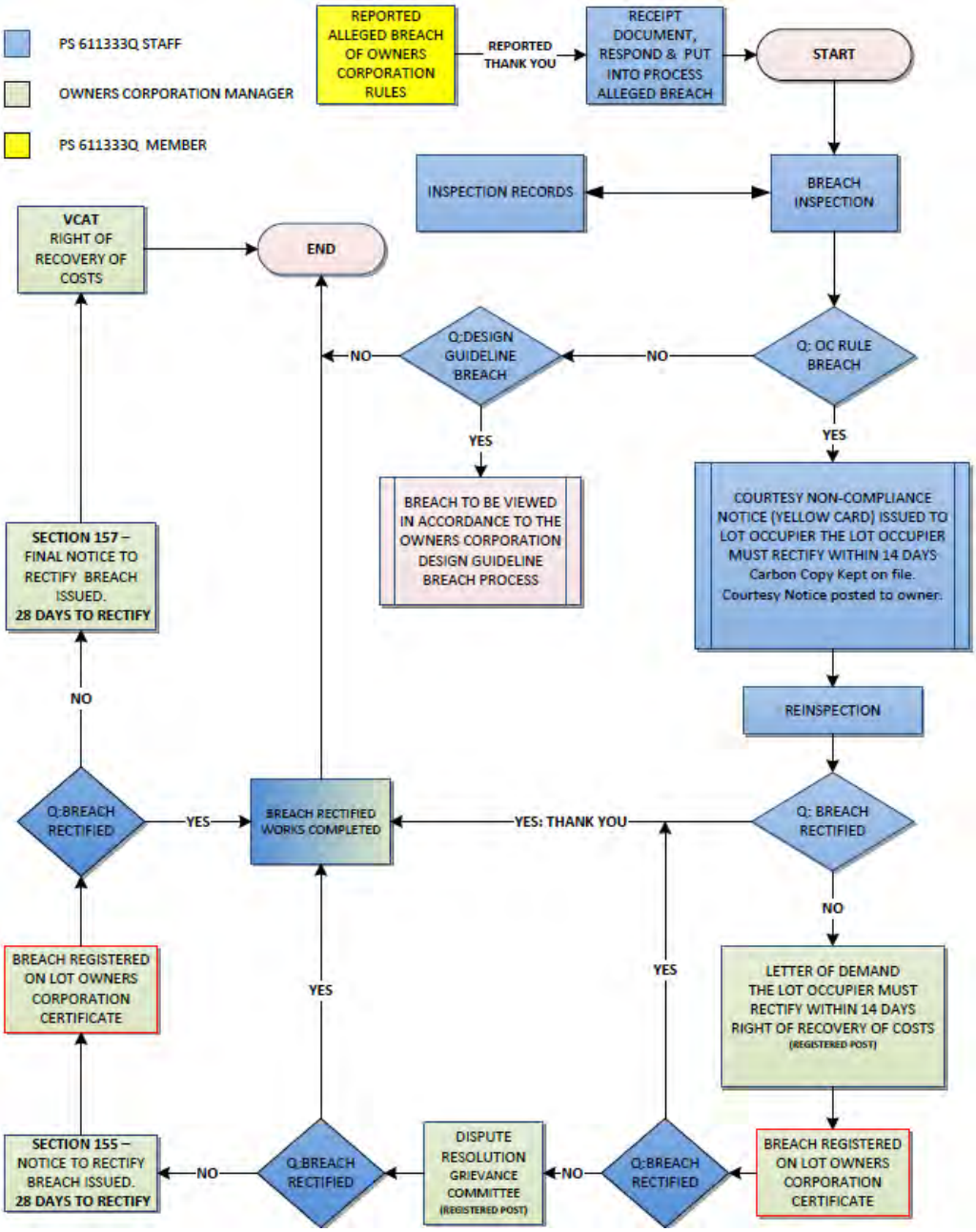
Signature: _____

SCHEDULE 3 - OWNERS CORPORATION RULE BREACH PROCESS

47. OWNERS CORPORATION RULE BREACH PROCESS

47.1 A lot owner, occupier or manger can make a complaint to the Owners Corporation about an alleged breach of the Owners Corporation Rules, or it may otherwise come to the attention of the Owners Corporation Management team; and

47.2 The following process will be used to assist the Owners Corporation or authorised representatives investigate the alleged breach of the Saltwater Coast Owners Corporation Rules.

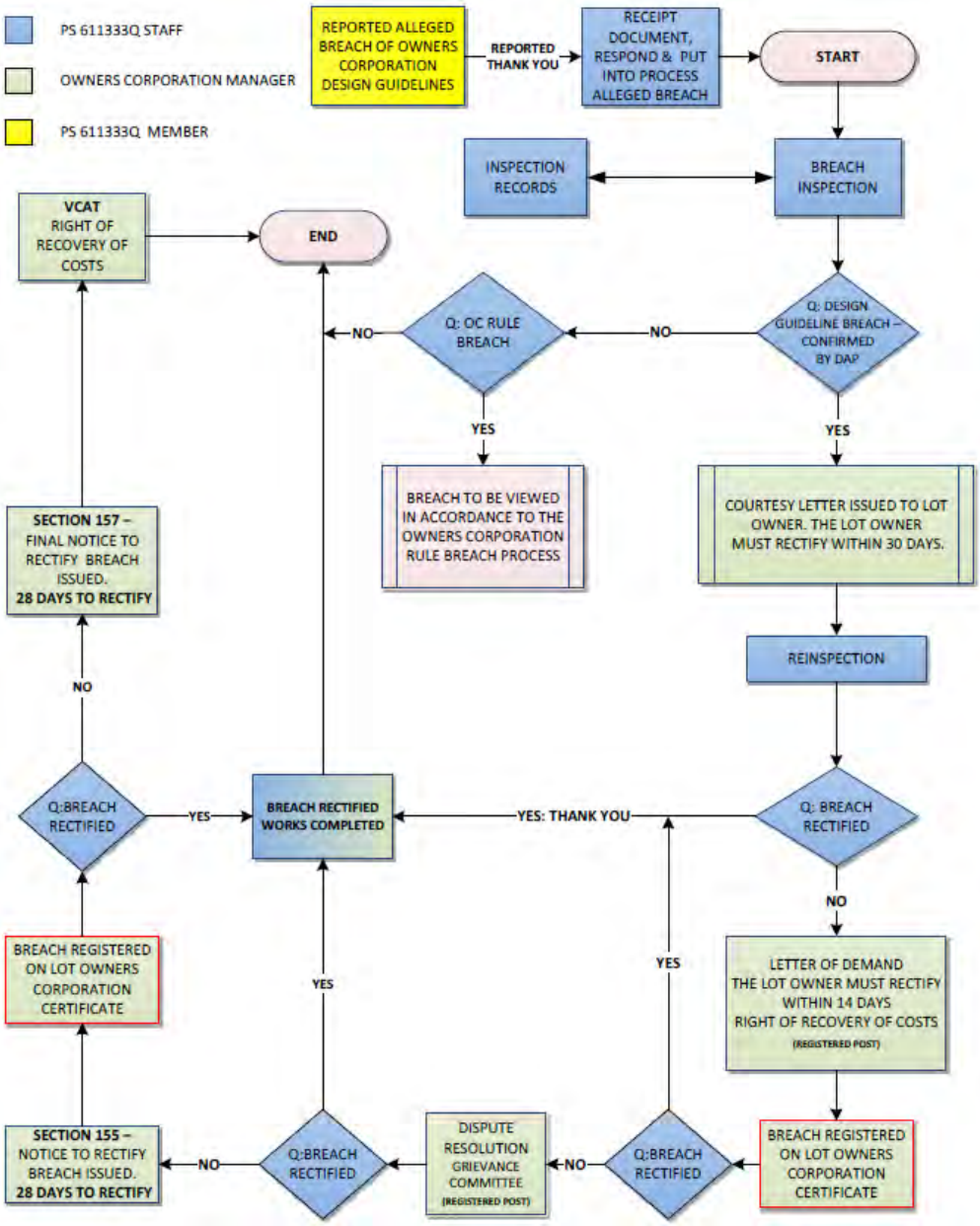


SCHEDULE 4 - OWNERS CORPORATION DESIGN GUIDELINE BREACH PROCESS

48. OWNERS CORPORATION DESIGN GUIDELINE BREACH PROCESS

48.1 The Design Guidelines are intended to protect a members lifestyle and investment by ensuing a high standard of design, construction and maintenance of all dwelling's and landscaping; and by providing owners and builders with guidance on their home and garden designs; and

48.2 The following process will be used to assist the Owners Corporation or authorised representatives investigate the alleged breach of the Saltwater Coast Design Guidelines.

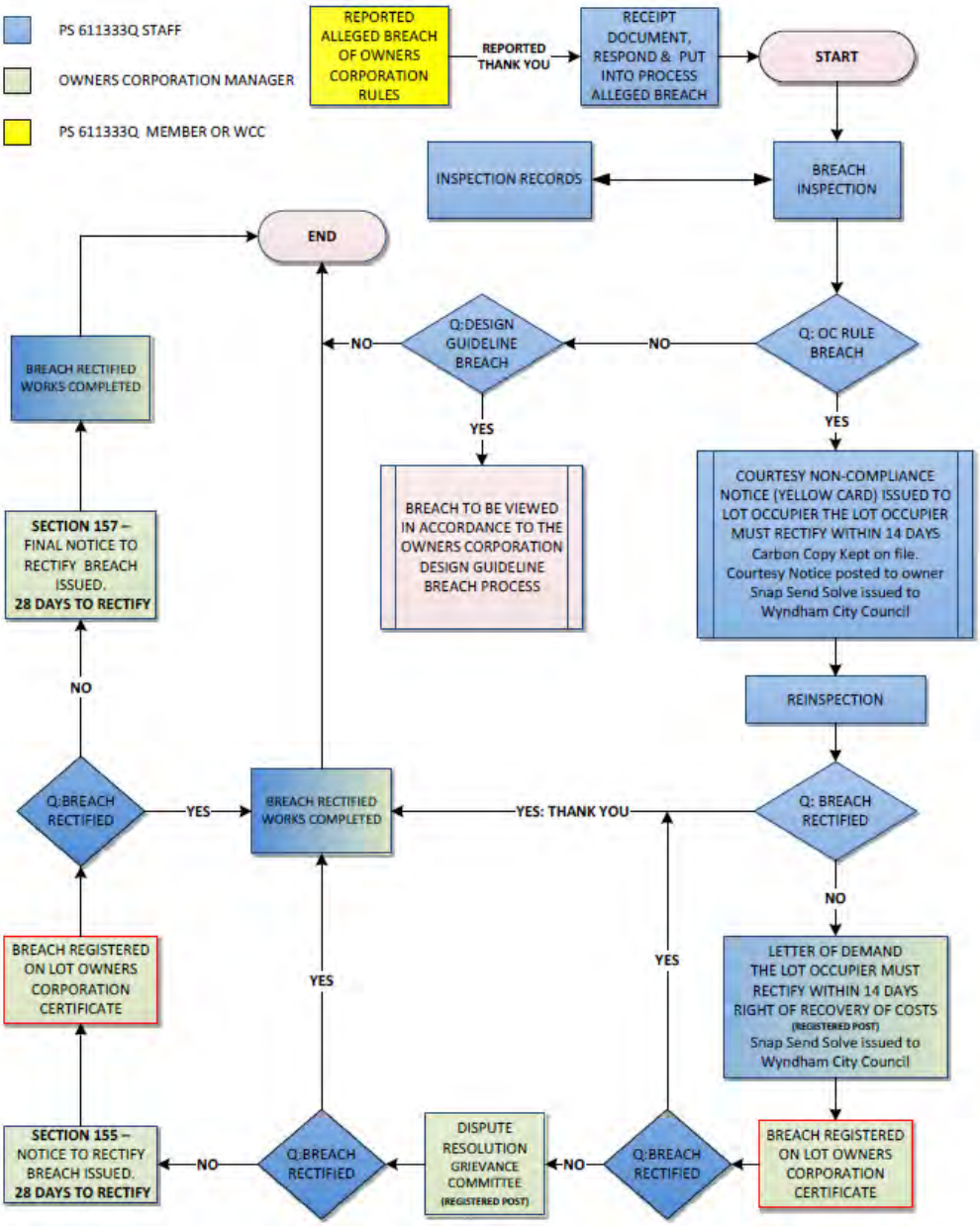


SCHEDULE 5 - OWNERS CORPORATION RULE BREACH PROCESS NATURE STRIPS

49. OWNERS CORPORATION RULE BREACH PROCESS NATURE STRIP

49.1 A lot owner, occupier or manger can make a complaint to the Owners Corporation about an alleged breach of the Owners Corporation Rules, or it may otherwise come to the attention of the Owners Corporation Management team and Wyndham Council (Ref: WCC Nature Strip Beautification Policy) that a breach has occurred; and

49.2 The following process will be used to assist the Owners Corporation or authorised representatives investigate the alleged breach of the Saltwater Coast Owners Corporation Design Guidelines Nature Strips rules.



SCHEDULE 6 - DISCIPLINARY ACTION

50. GROUNDS FOR TAKING DISCIPLINARY ACTION

The Owners Corporation may take disciplinary action against a member or occupier in accordance with this Schedule if it is determined that the member or occupier or a residents member, minor or guest of a member or occupier—

a. has failed to comply with the Saltwater Coast Owners Corporation Rules; or

b. refuses to support the purposes of the Saltwater Coast Owners Corporation; or

c. has engaged in conduct prejudicial to the Saltwater Coast Owners Corporation or its Members.

51. DISCIPLINARY SUBCOMMITTEE

51.1 If the Owners Corporation Committee is satisfied that there are sufficient grounds for taking disciplinary action against a member or occupier, the Owners Corporation Committee must appoint a disciplinary subcommittee to hear the matter and determine what action, if any, to take against the member or occupier;

51.2 The makeup of the disciplinary subcommittee—

a. the Disciplinary subcommittee will comprise not less than 3 members of the Saltwater Coast Owners Corporation Committee but in any case must not be a committee member who:

i. is a party in the dispute; or

ii. is biased in favour of or against any party.

b. In the event a Disciplinary committee cannot be formed due to rule sub rule 51.2(a) members may be appointed from other members of the Saltwater Coast Owners Corporation but in any case must not be a person who—

i. has a personal interest in the dispute; or

ii. is biased in favour of or against any party.

52. NOTICE TO MEMBER/OCCUPIER

52.1 Before disciplinary action is taken against a member or occupier, the Saltwater Coast Owners Corporation Secretary must give written notice to the member or occupier —

a. stating that the Saltwater Coast Owners Corporation proposes to take disciplinary action against the member or occupier; and

b. stating the grounds for the proposed disciplinary action; and

c. specifying the date, place and time of the meeting at which the disciplinary subcommittee intends to consider the disciplinary action (the disciplinary meeting); and

d. advising the member or occupier that he or she may do one or both of the following—

   i. attend the disciplinary meeting and address the disciplinary subcommittee at that meeting or;

   ii. the member or occupier may appoint a representative to act or appear on his or her behalf at the meeting

   iii. and may also give a written statement to the disciplinary subcommittee at any time before the disciplinary meeting; and

e. setting out their appeal rights under rule 54;

52.2 The notice must be given no earlier than twenty-eight (28) days, and no later than fourteen (14) days, before the disciplinary meeting is held.

53. DECISION OF SUBCOMMITTEE

53.1 At the disciplinary meeting, the disciplinary subcommittee must—

a. give the member or occupier or representative an opportunity to be heard; and

b. consider any written statement submitted by the member or occupier.

53.2 After complying with sub rule (53.1), the disciplinary subcommittee may—

a. take no further action against the member; or

b. subject to sub rule (53.3) may:

   i. reprimand the member with a warning; or

   ii. suspend the Recreational Facility Access Rights of the member or occupier for a specified period;

53.3 The disciplinary subcommittee may not fine the member or occupier. Suspension of Access Rights to the Recreational Facility under these rules does not constitute a fine;

53.4 A member is not entitled to claim a refund or rebate of any fees paid to the Owners Corporation for periods of suspended access imposed under these rules;

53.5 The suspension of Recreational Facility Access Rights of a member or occupier by the disciplinary subcommittee under rule 53.2 takes effect immediately after the vote is passed unless action is taken under Rule 54;

53.6 All disciplinary meeting including decisions must be minuted and provided to the Saltwater Coast Owners Corporation Secretary as soon as practicable and must—

a. specify the date, time and place of the meeting; and

b. state—

i. the name of the person against whom the disciplinary action has been taken; and

ii. the name and role of all parties in attendance; and

iii. any action taken and the grounds for taking that action;

53.7 Where the member/occupier or representative is in attendance at the disciplinary meeting they will be advised of outcomes and decisions formed under rule 53.2 and their right to appeal the decision. Where the member/occupier or a representative is not in attendance rule 53.8 will apply;

53.8 The outcome of the disciplinary meeting including decisions must be provided in writing to the owner/occupier as soon as practicable and must—

a. specify the date, time and place of the meeting; and

b. state—

i. the name of the person against whom the disciplinary action has been taken; and

ii. the name and role of all parties in attendance; and

iii. any action taken and the grounds for taking that action

iv. The members/occupiers right to appeal any decisions made;

54. APPEAL RIGHTS

54.1 A person whose Recreational Facility Access Rights have been suspended may give notice to the effect that he or she wishes to appeal against the suspension;

54.2 The notice must be in writing and given—

a. to the disciplinary subcommittee immediately after the vote to suspend the person is taken; or

b. to the Secretary not later than forty-eight (48) hours after the vote; and

c. must advise the secretary if the member/occupier wishes to be in attendance at the appeal meeting or send a representative; and

54.3 If a person has given notice under sub rule (54.2), a disciplinary appeal meeting must be convened by the Owner Corporation Committee as soon as practicable, but in any event not later than twenty-one (21)

days, after the notice is received. Any action to suspend the persons Recreational Facility Access Rights will be deferred to after the appeal decision

54.4 Notice of the disciplinary appeal meeting must be given to each Committee Member of the Owners Corporation as soon as practicable and must—

a. specify the date, time and place of the meeting; and

b. state—

i. the name of the person against whom the disciplinary action has been taken; and

ii. the grounds for taking that action; and

iii. the minutes from the disciplinary meeting; and

iv. that at the disciplinary appeal meeting the Owners Corporation Committee members present must vote on whether the decision to suspend person should be upheld, amended or overturned.

55. CONDUCT OF DISCIPLINARY APPEAL MEETING

55.1 At a disciplinary appeal meeting—

i. a minimum of seventy-five (75) percent of Owners Corporation Committee Members are required to attend;

ii. no business other than the question of the appeal may be conducted; and

iii. the Owners Corporation Committee must state the grounds for suspending the Recreational Facility Access Rights and the reasons for taking that action; and

iv. the person whose Recreational Facility Access Rights has been suspended must be given an opportunity to be heard.

55.2 After complying with sub rule 55.1(i), the committee members present must vote by secret ballot on the question of whether the decision to suspend the persons Recreational Facility Access Rights should be upheld, amended or overturned;

55.3 A committee member must be present to vote;

55.4 The decision is upheld if not less than three quarters of the committee members voting at the meeting vote in favour of the decision;

55.5 All disciplinary appeals meeting must be minuted and provided to the Saltwater Coast Owners Corporation Secretary as soon as practicable and must—

a. specify the date, time and place of the disciplinary appeal meeting; and

b. state—

i. the name of the person against whom the disciplinary action has been taken; and

ii. the name and role of all parties in attendance; and

iii. the decision of the committee and the grounds for that decision;

55.6 The suspension of Recreational Facility Access Rights of a member or occupier by the disciplinary subcommittee under rule 55.2 takes effect immediately after the vote is passed;

55.7 Where the member/occupier or representative is in attendance at the appeal meeting they will be advised of outcomes and decisions formed under rule 55.2. Where the member/occupier or a representative is not in attendance rule 55.8 will apply;

55.8 The outcome of the appeal meeting including decisions must be provided in writing to the owner/occupier as soon as practicable and must—

c. specify the date, time and place of the meeting; and

d. state—

v. the name of the person against whom the disciplinary action has been taken; and

vi. the name and role of all parties in attendance; and

vii. the decision of the appeals committee

SCHEDULE 7 – DISPUTE RESOLUTION

56. APPLICATION

(1) The dispute resolution procedure set out in this Schedule applies to disputes under the Saltwater Owners Corporation Rules between—

a. a member or occupier and another member or occupier;

b. a member or occupier and the Committee;

c. a member or occupier and the Saltwater Coast Owners Corporation, its employees, contractors or Manager; and

(2) A member or occupier must not initiate a grievance procedure in relation to a matter that is the subject of a disciplinary procedure until the disciplinary procedure has been completed.

57. PARTIES MUST ATTEMPT TO RESOLVE THE DISPUTE

The parties to a dispute must attempt to resolve the dispute between themselves within fourteen (14) days of the dispute coming to the attention of each party.

58. REQUEST TO HAVE DISPUTE MEDIATED BY A GREVENCE COMMITTEE

58.1 If the parties to a dispute are unable to resolve the dispute between themselves within the time required by rule 57, the parties must within ten (10) days—

(a) notify the Saltwater Coast Owners Corporation Secretary of the dispute in writing using the prescribed form available from the Owners Corporation web site or from the Owners Corporation Manager ; and

(b) agree to or request the appointment of the Owners Corporation Grievance Committee; and

(c) attempt in good faith to settle the dispute through mediation at grievance committee meeting.

59. GRIEVANCE COMMITTEE MEMBERS

59.1 the Grievance subcommittee will comprise not less than three (3) members of the Saltwater Coast Owners Corporation Committee;

59.2 if the dispute is between a member and a Saltwater Coast Owners Corporation Committee member, those committee members named in the dispute will stand down from the grievance committee for this dispute; and

59.3 In the event a grievance committee cannot be formed due to rule 59.2 members may be appointed from other members of the Saltwater

Coast Owners Corporation or the parties can agree to an independent arbitrator but in any case must not be a person who—

i. has a personal interest in the dispute; or

ii. is biased in favour of or against any party.

60. GRIEVANCE PROCESS

60.1 The Grievance Committee to the dispute, in conducting the mediation, must—

a. allow the parties in dispute to appoint a representative to act or appear on his or her behalf at the meeting; and

b. give each party every opportunity to be heard; and

c. allow due consideration by all parties of any written statement submitted by any party; and

d. ensure that natural justice is accorded to the parties throughout the mediation process.

60.2 The Grievance Committee must not determine the dispute.

60.3 The Grievance Committee meeting must be minuted and provided to the Saltwater Coast Owners Corporation Secretary as soon as practicable and must—

a. specify the date, time and place of the grievance meeting; and

b. state—

i. the name of the person against whom the raised the alleged breach or grievance; and

ii. the names and role of all parties in attendance; and

iii. further details of the alleged breach or grievance not captured in the complaint form and;

c. any outcomes of the meeting.

60.4 The Saltwater Coast Owners Corporation must decide—

a. to take action under Sec 153 of the Owners Corporation Act in respect of the alleged breach; or

b. to apply to VCAT for an order requiring the person to rectify the breach; or

c. to take no action in respect of the alleged breach.

60.5 If Saltwater Coast Owners Corporation decides not to take action or to apply to VCAT for an order in respect of an alleged breach, it will give notice of the decision to any person who made a complaint under section 152 in respect of the alleged breach setting out the reasons.

61. FAILURE TO RESOLVE DISPUTE BY MEDIATION THROUGH THE GRIEVANCE PROCESS

If the grievance process does not resolve the dispute, the parties may seek to resolve the dispute in accordance with Part 10 of the Owners Corporation Act or otherwise at law.

SCHEDULE 8 – SALTWATER COAST OWNERS CORPORATION COMITTEEES

62. PREAMBLE

Members of Saltwater Coast Owners Corporation Committee should be aware of the following rules and expected procedure with regard to committee meetings. Committee members should be mindful of the Act and any amendments. Particular attention should be given to section 116 which addresses duties and section 117 which outlines immunity provided for committee members when acting in good faith.

63. MEMBERSHIP

63.1 Minimum and Maximum Committee Members

The Saltwater Coast Owners Corporation Committee must have at least three (3) members and not more than eight (8) members.

63.2 Committee members:

i. must be lot owners or hold a proxy for a lot owner;
ii. once elected, hold office until a new committee is elected at an AGM, unless removed under rule 64;
iii. there must not be more than one committee member from any one lot; and
iv. a lot owner, or anyone acting as a proxy for a lot owner, may nominate for election as a committee member before or at the annual general meeting.

64. REMOVING AND REPLACING COMMITTEE MEMBERS

64.1 Lot owners can remove a committee by ordinary resolution, which requires support from at least fifty (50) percent of lots or lot entitlements, at an annual general meeting or Special General Meeting;

64.2 The committee can remove or suspend a committee member at a committee meeting by majority vote where a committee member is in breach of rule 65;

64.3 If there is a casual vacancy on a committee, the remaining members of the committee can invite another lot owner or a person holding a proxy for a lot owner to be a member of the committee; and

64.4 The vacancy does not have to be filled if three or more members remain on the committee.

65. DUTIES OF COMMITTEE MEMBERS

65.1 A member of the Saltwater Coast Owners Corporation committee or sub-committee must:

i. comply with the Act, Owners Corporation Regulation 2007, the Owners Corporation Rules and any other rules as set by the Owners Corporation Committee;
ii. make a commitment to acquiring an understanding of the Act, The Owners Corporation Regulation 2007 and the Owners Corporation Rules;
iii. act honestly and in good faith;
iv. exercise due care and diligence;
v. not make improper use of his or her position as a member to gain, directly or indirectly, an advantage for themselves or for any other person;
vi. a committee member must disclose to the committee any conflict of interest the member may have in a matter before the committee. Where a conflict exists the member must voluntarily or if asked to do so by the committee, absent themselves from the deliberation and decisions of the committee about the relevant matter;
vii. not act in an anti-social, violent or threatening manner towards another committee member, a member, an occupier, guests , employees, contractors or any other persons;
viii. a committee member must not unfairly or unreasonably disclose information about the Owners Corporation, including information about a member or occupier unless authorised or required to do so under the law;
ix. A committee member has no executive authority and can only act with the approval of the committee;
x. must attend a minimum of fifty (50) percent of committee meetings;
xi. must provide notice to the secretary when not able to attend a planned committee meeting;
xii. must show respect for other members: no interrupting, no long monologues;
xiii. must allow space for all committee members to express their views;
xiv. must adhere to confidentiality where agreement on whether meeting content may be discussed outside the meeting;
xv. must take responsibility for timekeeping, keeping to the agenda and voicing their opinions in the meeting rather than afterwards; and
xvi. report to the owners corporation at each annual general meeting.

66. PROCEDURES

66.1 A committee meeting may be called by the:

a. owners corporation;
b. committee;
c. chairperson of the committee;
d. secretary of the committee;
e. manager of the owners corporation; or
f. delegate of the owners corporation.

66.2 The secretary must prepare the notice of meeting which must:

1. be sent out at least three days before the meeting or as determined by the owners corporation;
2. set out the time and place of the meeting; and
3. include an agenda, previous meeting minutes, copies of all committee and other reports to be discussed, and drafts of all motions received

66.3 Frequency of Meetings

The Saltwater Coast Owners Corporation must meet at least every two months.

66.4 Quorums

i. a quorum for a committee meeting is at least fifty (50) percent of the committee members;
ii. when there is no quorum at the meeting, the committee can make interim resolutions. These do not take effect unless either:

    1. confirmed at the next committee meeting when a quorum is present
    2. confirmed by a ballot of committee members
    3. procedures set out in the rules about interim committee decisions are followed; and

iii. If the votes are equally split, the chairperson has a casting vote

66.5 Ballots

A person may vote in a ballot by completing the ballot form and forwarding it to the secretary of the Owners Corporation in accordance with s.86.(1) of the Act.

66.6 Conflicts of Interest

i. Committee members are required to submit to the manager any conflicts of interest being either financial or non-financial which may bring into question a committee members ability to act in accordance with section 117(c) of the Owners Corporation Act, prior to voting on any motion under a meeting or ballot;

ii. The Manager has, in their absolute discretion, the ability to determine whether or not to permit a committee member be able to vote on a motion where a conflict of interest, being either financial or non-

financial which may bring into question a committee members ability to act in accordance with section 117(c) of the Owners Corporation Act has been identified, whether or not it has been reported; and

iii. The manager or secretary will record all conflicts of interest in a register against which any and all conflicts of interest, being either financial or non-financial which have been determined may bring into question a committee members ability to act in accordance with section 117(c) of the Owners Corporation Act including the details of any motion under a meeting or ballot.

67. THE FORMAL AGENDA

67.1 A formal agenda must be use at each committee meeting and include at a minimum the following:

A. **Attendance** – and apologies are read, called for and recorded;

B. **Conflict of Interest –** all parties in attendance at an Owners Corporation meeting must declare all conflicts of interest that could lead to a member gaining, directly or indirectly, an advantage for themselves or for any other person. All conflicts must be recorded by the secretary in a separate Conflicts register and included in the meeting minutes;

C. **Previous Minutes** - The Chair calls on the Secretary to read the previous minutes if they have not been previously circulated. Corrections or additions are called for by the Chair after which the chair declares that the minutes are approved as read, delivered or corrected; or entertains a motion to that effect;

D. **Matters Arising** - from the last minutes are discussed (discussion should be confined to specific questions arising from the minutes, or the Action someone was asked to take);

E. **Correspondence** - is tabled. Discussion is limited to the essentials, and a motion put that inward correspondence be received, another that outward correspondence be approved;

F. **Financial Statements** - are presented by the Chair. A motion is needed on a list of accounts for payment that are outside the approved payments discretions policy;

G. **Committee Reports** - are presented and discussed. Do not need a motion unless specific recommendations are made in which case a motion is required for the specific recommendation(s) only. Example reports include:

a. Centre Managers report – containing update on OH&S breaches or concerns, breach notices issued, rectified and outstanding, complaints, requests from members, other information

b. Corporation Manager report – containing updates on arrears, OH&S or relevant law changes, complaints and other topical information relevant
c. Grievance committee update
d. Disciplinary Committee update;

H. **Other Reports** - (brief, on specific subjects, with recommendations attached for consideration) are presented. Recommendations are discussed, and approved or declined through a motion. Examples include:
   a. Sub-Committee update and reports are presented;

I. **Motions Put** – motions of which due notice has been given are put. Any motions proposed without sufficient notice may be rejected by the Chair and then accepted as notices of motion for the next meeting;

J. **General Business** - This is the time for minor items to be raised. The Chair should discourage the raising of major items at this point unless they are urgent. The Chair decides whether each matter will be discussed or deferred to the next meeting; and

K. **Next Meeting** - is arranged if not already set.

68. MINUTES

68.1 Preamble

It is important that committee meetings are minuted so that they provide the Committee and all Members of Saltwater Coast Owners Corporation access to information in relation to financial matters, the state of maintenance and potential changes to the operating of the Owners Corporation. The intent should be to limit the monopoly of information that some individuals might otherwise have about the owners corporation.

68.2 The Secretary of the Committee must take the minutes of the meeting and must at a minimum include —

a. specify the date, time and place of the committee meeting; and

b. names of lot owners present;

c. names of lot owners who have provided proxies;

d. names of proxies present;

e. a record of any conflicts of interest raised;

f. Details of correspondence, reports, notices or other documents tabled including a brief summary of each ;

g. text of all resolutions; and

h. outcomes of on any voting on resolutions.

68.3 Copies of minutes must be provided to the Saltwater Coast Owners Corporation Committee Members as soon as practicable after the meeting.

68.4 Copies of minutes of each meeting must be placed on the notice board of the Saltwater Coast Lifestyle Centre and Saltwater Coast Residents Website as soon as practicable.

69. SUB-COMMITTEES

69.1 Membership

The Sub-Committee shall consist of the at least three (3) members and no more than five (5) members of the Owners Corporation Committee. Lot Owners from the wider Saltwater Coast Owners Corporation may be co-opted to a sub-committee to offer expertise or experience if requested do so, such lot owners must be financial in order to accept the position.

69.2 Appointment of Sub-Committee

The Owners Corporation Committee shall from time to time determine the members of the Sub-Committee

69.3 Committee Rules Apply to Sub-Committees

These rules should be read in conjunction with committee rules 63,64,66.

69.4 Disciplinary and Grievance Sub-Committees

The Disciplinary and Grievance subcommittee rules are outlined in schedule 6 and schedule 7 respectively and contain additional powers of these sub-committees to make decisions.

69.5 Frequency of Meetings

The Sub-Committee shall meet as required. A quorum at each meeting shall be three (3) members.

69.6 Record of Meetings

The Sub-Committee shall ensure that an agreed written record of each of their meetings is forwarded to the Owners Corporation Secretary for distribution to the Committee.

69.7 Functions of the Sub-Committee

i. To advise the Owners Corporation Committee on matters requiring more time to research and obtain information on matters involving: financial impacts , legal and OH&S issues;
ii. To make recommendations to the Owners Corporation Committee on matters deferred to the sub-committee; and
iii. The Owners Corporation Committee is responsible for all final decisions.

SCHEDULE 9 - SALTWATER COAST LIFESTYLE CENTRE MEMBERS INFORMATION & INDUCTION FORMS

70. INDUCTION FORM

Inductee Name:_____

Please circle - Owner or Tenant

Address and Lot Number

Email: _____

Contact Number: _____

Emergency Contact Details:

Name of Emergency Contact	
Contact Number	
Relationship	

Date Inducted: __/__/20__

Office Use Only	**Owner**	**Tenant**	**Agent Details**	
Paper Work Complete (Y/N)			Agent	
Owners Corporation Approved Y/N			Expiry	
Identification Paperwork (original and copy) provided (Y/N)			Notes:	
Electronic Records Updated				
Security Token Issued				
Inducted by				
Notes:				

71. GYMNASIUM INDUCTION CHECKLIST PROGRAM CARDIOVASCULAR EQUIPMENT

Gymnasium Induction Checklist Program Cardiovascular Equipment

Purpose:
To provide a general awareness and understanding of the Fitness Centre Rules and Regulations and basic use of equipment.

Equipment		
Treadmill	Start/Stop	
Speed Adjustment		
Incline Adjustment		
Stepper		
Elliptical Trainers		
Upright Bikes	Seat Height Adjustment	
Training Intensity	Heart Rate for Age	
Stretching		
Weight Training Equipment		
Weight Machines	Adjusting Weight (pin)	
Adjusting Seat/Height		
Exercise Diagrams		
Movement of Exercise		
Benches	Adjusting Angle	
Free Weights	Safety/Technique	

The Owners Corporation, its agents and servants shall not be liable to the user or to any person using or entering the Saltwater Lifestyle Centre for personal injury or for damage to, loss or theft of any property brought into the facility; however it may be caused, unless caused by negligence on the part of the Owners Corporation.

I hereby confirm that I have been inducted in the use of the Saltwater Coast Gymnasium.

Inductee Name:_____

Signed: _____

Date: **__/__/20__** Inducted by: _____

72. GYMNASIUM RULES OF USE

Gymnasium Rules of Use:

- Children under 16 years of age are not permitted in the Gymnasium;
- For Hygienic purposes please bring a Towel for your personal use;
- Please Wipe down Equipment after use with Sanitizer Spray and Paper Towels provided;
- Equipment must be Returned to its Designated Position after use;
- During Peak Times please limit Cardio Equipment use to 20 minutes;
- Appropriate Attire and Footwear to be worn at all times;
- No Antisocial Behaviour will be Tolerated;
- Residents Guests must be accompanied by a Member at all times (1 guest permitted per member);
- Personal Trainers (permitted as a guest of a Resident) are required to:
    - Be Registered with Centre Management prior to commencement of training
    - Provide a Public Liability Insurance Certificate
    - Ensure Non-resident clients are NOT brought into this Centre
    - Subject to 'Fair Use Policy' ;
- Please store Bags and Belongings in Lockers provided;
- No Alcohol, Food or Glassware are permitted;
- Smoking is not permitted anywhere in this Facility;
- All users using the Gym do so at their own risk;
- Hours of use are between5.00am and 10.00pm ;
- Members must comply with all rules of use, policies and regulations relating to the gymnasium;
- Members are not permitted to use the Gymnasium until they have completed an induction;
- Members must be inducted into the equipment prior to the Owners Corporation granting access to the gymnasium; and
- Access to the gymnasium may be withdrawn if a member fails to comply with the stated terms and conditions.

These rules should be read should in conjunction with the Saltwater Coast Owners Corporation rules and the Act. To the extent of any inconsistency between these Rules and the Saltwater Coast Owners Corporation Rules the Owners Corporation Rules will prevail.

The Owners Corporation, its agents and servants shall not be liable to the user or to any person using or entering the Saltwater Lifestyle Centre for personal injury or for damage to, loss or theft of any property brought into the facility; however it may be caused, unless caused by negligence on the part of the Owners Corporation.

Statement:

I agree to comply with the above Gymnasium Rules and Regulations:

Inductee Name:_____

Signed: _____

Date: **__/__/20__** Inducted by: _____

73. HEALTH INVENTORY

Health Inventory (Confidential)

First Name: _____Surname: _____

D.O.B: _____/_____/_____ Sex: M F

Correspondence Address: _____

Telephone:(h)_____(w)_____

Occupation:_____

Have you, or ever had: (tick the appropriate)

	Yes	No	Not Sure		Yes	No	Not Sure
Difficulty Breathing				Varicose Veins			
Palpitation/Pounding of Breathing				Nervous/mental disease			
High Blood pressure				Pneumonia			
High Cholesterol				Stomach Ulcer			
Rheumatic Fever				Diabetes			
Any Heart/Stroke Conditions				Hernia			
Blood Clots in Legs				Asthma			
Are you pregnant or attempting to get pregnant ?							
Have you had a child in the last six months (women only) ?							
Do you suffer from pains in your heart or chest ?							
Do you often feel faint or have faint spells of severe dizziness?							
Has anyone in your family ever suffered from Coronary Heart Disease and if so was it before age 65?							
Has your doctor ever told you that you have Bone or Joint problem such as Arthritis that has been aggravated by exercise or might be made worse with exercise ?							
Is there a good physical reason not mentioned here why you should not follow an activity program?							
Do you take any prescription medication?							
Have you had any major surgery or injuries in the last three years?							
Are you over 45 AND unaccustomed to vigorous exercise?							
Do you smoke? If so, how many per day ?							

Please note: if you answered yes to any of the above, we recommend you gain medical clearance prior to beginning your exercise program.

Statement

I undertake this exercise program under my own volition. In doing so, I understand that any injuries I may incur as a result will be my own responsibility and I will not hold Owners Corporation PS611333Q or Lifestyle Centre Staff responsible with any claim of compensation, financial or otherwise:

The Owners Corporation, its agents and servants undertakes not to deliberately disclose the information contained in this form to anyone other than for insurance purposes, where emergency services are required to attend an incident involving the inductee named on this form or as otherwise required by law.

The Owners Corporation, its agents and servants shall not be liable to the user or to any person using or entering the Saltwater Lifestyle Centre for personal injury or for damage to, loss or theft of any property brought into the facility; however it may be caused, unless caused by negligence on the part of the Owners Corporation

Acknowledgement:

Inductee Name:_____

Signed: _____

Date: **__/__/20__** Inducted by: _____

74. WET AREAS & TENNIS COURT RULES OF USE

WET AREAS & TENNIS COURT RULES OF USE

1. Children below the age of 16 years may use the wet areas, tennis courts and changing rooms only if supervised by an adult Member;
2. Members are not permitted to use the facility until they have completed an induction;
3. Residents Guest must be accompanied by a Member at all times;
4. Hours of use are between 5.00am and 10.00pm;
5. Glass objects, drinking glasses and sharp objects are not permitted in the wet areas or tennis courts;
6. Alcohol is not permitted in any area;
7. Smoking is not permitted anywhere within the lifestyle centre;
8. For the hygiene of all users of the swimming pool you must shower before using the pools or spa;
9. All users of the swimming pool or spa must dry off before leaving this area;
10. Footwear must be worn to and from the wet areas;
11. All users of the wet areas and tennis courts must ensure appropriate attire is worn at all times (i.e. nude swimming is not permitted);
12. Running, ball playing, rough play, noisy or hazardous activities are not permitted in the wet areas. There is strictly NO DIVING;
13. All users of the wet areas and tennis courts do so at their own risk; and
14. Tennis Court Games are to be strictly conducted in one (1) hour blocks.

These rules should be read in conjunction with the Saltwater Coast Owners Corporation rules and the Act. To the extent of any inconsistency between these Rules and the Saltwater Coast Owners Corporation Rules the Owners Corporation Rules will prevail.

The Owners Corporation, its agents and servants shall not be liable to the user or to any person using or entering the Saltwater Lifestyle Centre for personal injury or for damage to, loss or theft of any property brought into the facility; however it may be caused, unless caused by negligence on the part of the Owners Corporation.

Statement:

I agree to comply with the above Rules of Use:

Inductee Name:_____

Signed: _____

Date: **__/__/20__** Inducted by: _____

END OF SALTWATER COAST OWNERS CORPORATION RULES

DESIGN GUIDELINES

SALTWATER COAST
POINT COOK

Enjoy life by the bay

aveo
LIVE WELL

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GET READY FOR A BETTER LIFE.

IT ALL STARTS HERE: YOUR DESIGN GUIDE TO THE CONSTRUCTION AND MAINTENANCE OF YOUR LIFESTYLE AND INVESTMENT.

1 INTRODUCTION

1.1 ABOUT AVEO

AVEO's vision for Saltwater Coast is a delicate balance of urban, natural coastal and rural residential themes providing a popular living environment responsive to the characteristic, aspiration and cultural identity of the community.

Saltwater Coast will offer a choice of homesites to suit every lifestyle. Designs will reflect a unified contemporary Australian style with a clear coastal influence.

Premium lots will retain captivating vistas to Port Phillip Bay and the Melbourne CBD skyline, whilst more affordable lots will provide a convenient low-maintenance lifestyle.

Saltwater Coast will respond to the distinctive coastal identity and contribute to the natural setting.

Saltwater Coast will also boast an array of lifestyle facilities with the planned commercial and retail shopping precinct, providing residents with convenience and specialty shops and the proposed Saltwater Lifestyle Centre featuring a recreation club, indoor and outdoor pool and gym.

1.2 SALTWATER COAST VISION

Saltwater Coast is a thriving bayside community, located only 20kms from the city. Situated in tranquil Point Cook, it's surrounded by the Point Cook Coastal Park, a protected marine sanctuary and the Cheetham Wetlands.

Designed with the community in mind, residents at Saltwater Coast have a lot to look forward to. They can enjoy access to a state-of-the-art Lifestyle Centre, with three pools, a gym, function room, bar and a café. There are also over 120 acres of parklands with BBQ facilities, playgrounds and picnic areas. Plus the development is only a stones throw from a number of great beaches.

What's more, its location by Port Phillip Bay makes it the last development in Melbourne with bay and city views. Just another reason why Saltwater Coast is a great place to call home.

1.3 TELSTRA SMART COMMUNITY®

Saltwater Coast is a Telstra Smart Community®. This provides our development with an exclusive Telstra Velocity™ network which uses the next generation optical fibre to smart wire your new home with the most up to date communication and entertainment services.

Figure 1.

2 THE PURPOSE

The Design Guidelines are intended to protect your lifestyle and investment by ensuring a high standard of design, construction and maintenance of all dwellings and landscaping; and by providing owners and builders with guidance on their home and garden designs.

The Design Guidelines allow flexibility in housing styles and formats to suit your lifestyle, without compromising the prestige and character of the community.

Saltwater Coast will provide enhanced streetscapes, parks, lakes, wetlands and valuable community amenities. It is particularly important that individual residences contribute to the overall character and image of the community estate.

All residential building designs must be approved and endorsed by the Saltwater Coast Design Review Committee. Compliance with the Design Guidelines is a requirement of your Contract of Sale prior to obtaining your building permit.

Buildings designed for non-residential uses (including community centres) are exempt from the Building Design Guidelines.

2.1 THE STRUCTURE

The Design Guidelines have been written to help you design your new home with high levels of amenity, privacy, sustainability and visual appeal, in terms of architectural form, building materials, colours and landscape treatments. Individuality is encouraged and the design of all new homes must reflect a contemporary Australian design character.

The Design Guidelines comprise a number of sections, each relating to different aspects of your home layout and design. These include:

- Site Layout and Set Backs
- Building Height
- Architectural Design
- Access and Parking
- Landscape
- Fencing
- Ancillary Features

Within each section, a series of Design Objectives and Design Controls are provided. The Design Objectives are intended to communicate the broad principles for the design and siting of your home and landscape, and the corresponding Design Controls are specific standards which must be met when designing your home. The design of your home must be able to demonstrate clearly that it meets both the Design Objectives and the Design Controls.

Note: Unless otherwise specified in the Design Guidelines, all development must comply with the relevant provisions of ResCode, as contained within the Wyndham Planning Scheme (clauses 54 to 56). Other relevant Government requirements such as Building Code of Australia (BCA) provisions for energy efficient new housing with a minimum of 5 star rating must also be demonstrated. Only house designs that satisfy these requirements will be permitted to be constructed.

Figure 2.

2.2 THE PROCESS

Step 1 Once you have purchased your property, decide upon your builder, house and façade design. If you are an owner-builder, consult with your building designer / architect to ensure that they are aware of the requirements of the Saltwater Coast Design Guidelines.

Step 2 Refer to the Design Guidelines and ensure the house design complies with or can be altered to comply with the Design Objectives and Design Controls. If unsure, contact the FKP Saltwater Coast Design Review Committee (DRC) for clarification.

DESIGN REVIEW COMMITTEE
Saltwater Coast
Locked Bag 35007, Collins Street West, VIC 8007
Email drc@saltwatercoast.com.au
Phone 1300 357 000

Step 3 Forward your completed application package (see section 6 – Application Requirements) to the FKP Saltwater Coast Design Review Committee.

Step 4 Upon review by the Committee, written comments and feedback will be provided within 14 days to ensure compliance with the Saltwater Coast Design Guidelines. If required, non-conforming aspects of the design must be addressed and re-submitted for approval.

Any alterations to your approved design must be confirmed with the Review Committee.

Step 5 While the Review Committee has the authority to approve the house design applications, the property owner is responsible to obtain a building permit prior to construction.

Step 6 Commence construction of your home within 18 months of settling the land and complete construction within 30 months from date of settlement.

Landscaping of front gardens must be completed within 90 days of obtaining a Certificate of Occupancy.

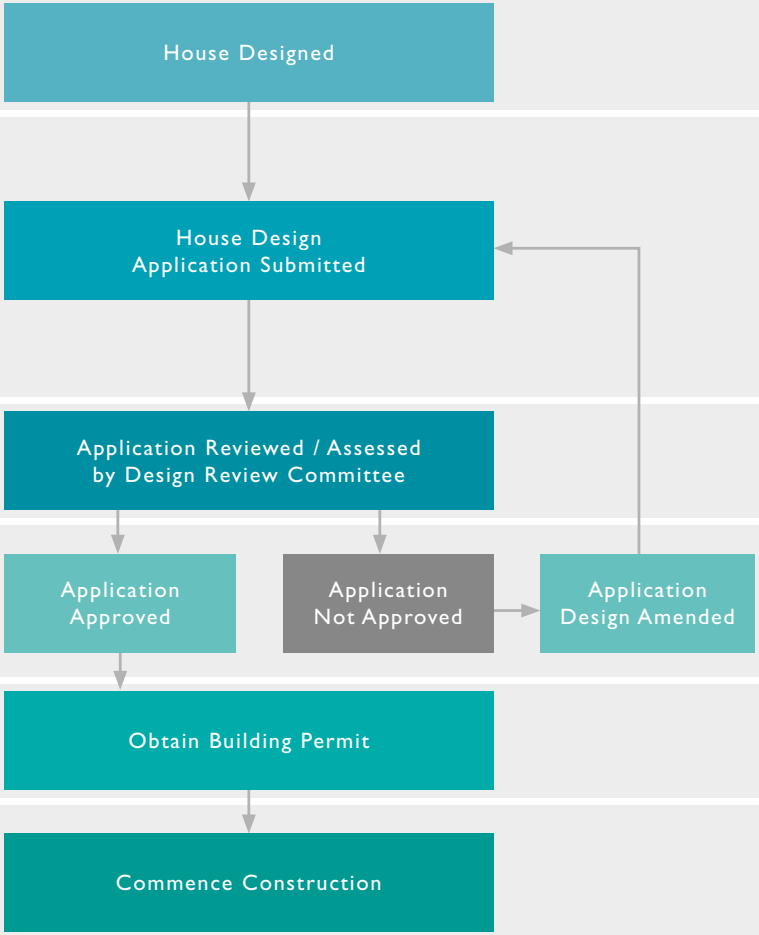

Figure 3.

3 THE VILLAGES

The vision for Saltwater Coast is to achieve a neighbourhood character which:

- Reflects a unified contemporary Australian style in residential development with a clear coastal influence.
- Retains important vistas to Port Phillip Bay and the Melbourne CBD skyline.
- Responds to the distinctive coastal identity and contributes to the natural setting.

Figure 4.

4 THE DESIGN GUIDELINES

4.1 SITE LAYOUT AND SET BACKS

4.1.1 Design Objectives

- To limit each lot to a single dwelling.
- To ensure a dedicated address and frontage to the street, or both streets for corner sites.
- To provide a consistent set back of houses along the street and encourage a high level of articulation.
- To provide the opportunity for landscape between houses.
- To encourage private living spaces on the north and east side of houses.
- To encourage useable private open space.
- To minimise overlooking and overshadowing of neighbours.
- To provide energy efficient housing appropriate to local conditions.
- To reduce resource consumption in the heating and cooling of your home.
- To promote passive methods of cooling your home.
- To ensure efficient and safe stormwater drainage and runoff from your property.

4.1.2 Design Controls

BUILDING ENVELOPES

- One single dwelling only may be constructed on each lot. Excluding Future Medium Density Sites.
- Lots greater than 450m² require a house plot (ground floor) of no less than 150m². Excluding Future Medium Density Sites.
- Lots smaller than 450m² require a house plot (ground floor) of no less than 110m². Excluding Future Medium Density Sites.

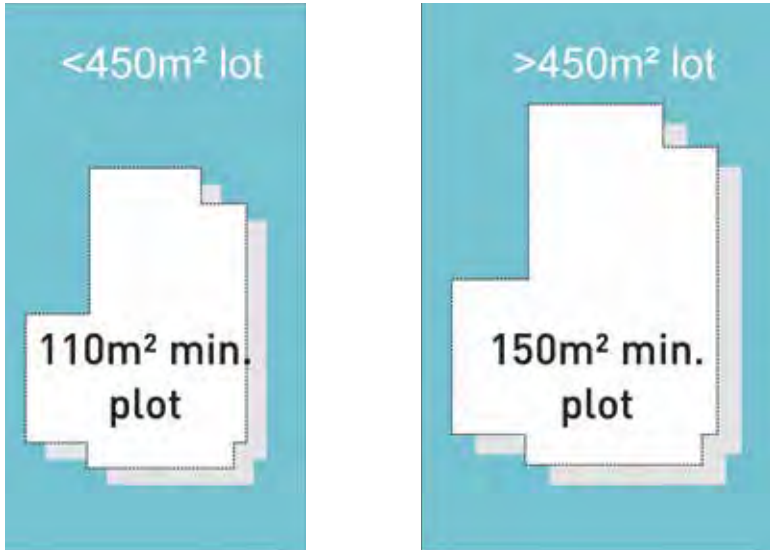

Figure 5.

SET BACKS

Building set backs are designed to create articulated streetscapes which respect view corridors. Set backs should also ensure good solar access is maintained to all habitable room windows and private open space, and avoid excessive amenity impact between lots. The following minimum set backs apply:

Single Dwelling Lots

Front Minimum 4.5m and maximum 5m from the front boundary to the building line.

Roofed verandah/porch/balcony elements and eaves may encroach no more than 1.5m into the front setbacks.

Rear Minimum 3.0m from the rear boundary.

Side Minimum 1.2m for single storey dwellings.

Minimum 1.8m for the upper level of double storey dwellings.

House design must comply with the provisions of ResCode as outlined in the Wyndham Planning Scheme (Clauses 54 to 56) unless specified. Single storey walls and garages may be built to the boundary if the design can be justified by demonstrating efficiency and amenity benefits. Dwellings will not be permitted to have zero lot line set backs on both side boundaries.

Garages Garages must be set back behind the front façade of the dwelling at least 0.5m.

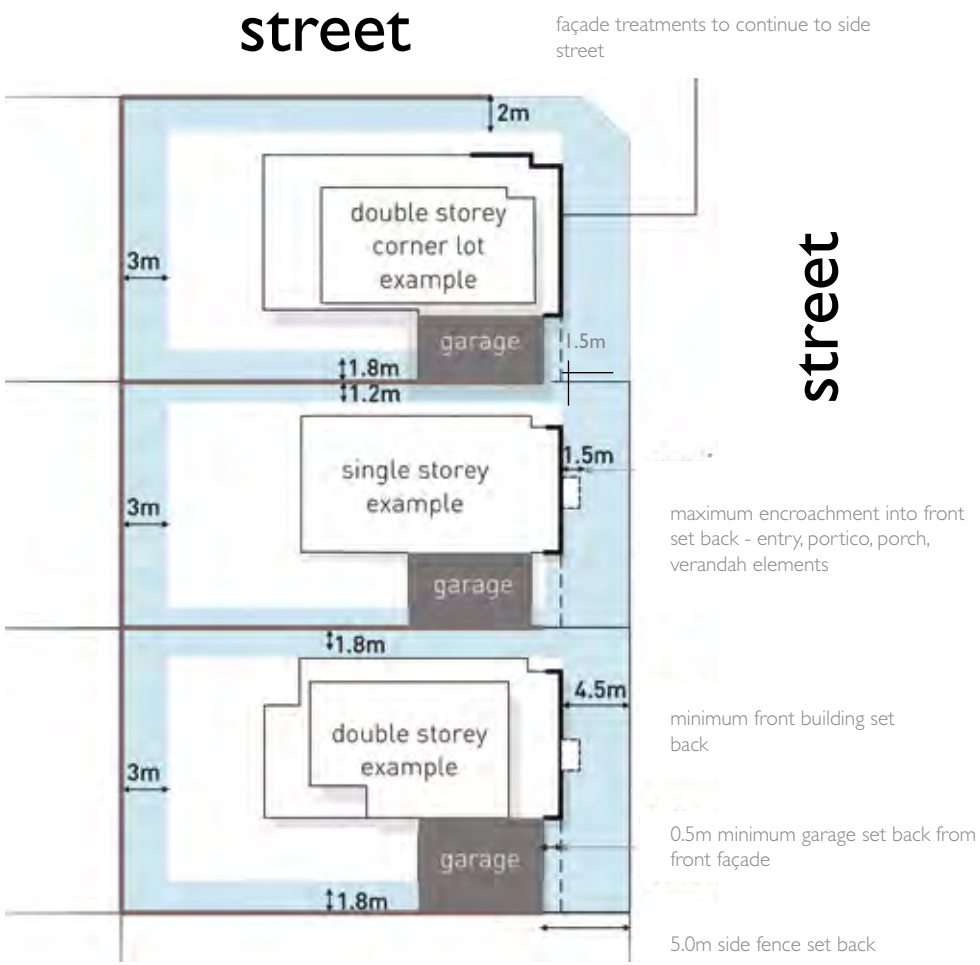

Figure 6.

Corner Single Dwelling Lots

Side

Minimum 2.0m from side street boundary.

Designs for corner sites must address both street frontages. Side elevations should be given equal attention on these sites to create 'multi-sided' buildings. Primary façade treatments must continue along the exposed side façade to at least the same depth of the starting point of side fencing.

A home that is constructed on a corner lot must address both streets so that:

- habitable room windows overlook the side street, and
- there are no external services visible from either street.

Corner lots to address both streets and continue façade treatments

Figure 7.

Future Medium Density Sites

Future Medium Density Sites are excluded from Site Layout and Set Back requirements.

Figure 8. North facing open space and direct access to living areas

Figure 9. Place windows to maximise solar access and natural ventilation

4.2 BUILDING HEIGHT

4.2.1 Design Objectives

- To ensure that all houses conform to a consistent range of heights.
- To ensure that no individual house dominates the streetscape or neighbourhood.

4.2.2 Design Controls

HEIGHT

- The height and form of two storey homes must be consistent with the objectives and standards of ResCode and relevant Building Regulations, in particular with respect to off-site amenity impacts including overshadowing, overlooking and visual bulk.
- Building height restrictions are applicable to single residential lots only unless approved by the saltwater coast DRC.

Note: Building height restrictions are applicable to single residential lots only and may not affect Future Medium Density Sites, commercial and / or community buildings.

Figure 10.

4.3 ARCHITECTURAL DESIGN

4.3.1 Design Objectives

- To achieve high quality architectural designs and finishes.
- To ensure contemporary design of dwellings and associated gardens.
- To achieve designs that reflect the local residential and coastal sense of place.
- To ensure a 'total' building design with integrated elevation and roofing treatments.
- To adopt a varied palette of materials and finishes to ensure a visually interesting design.

4.3.2 Design Controls

CHARACTER

- Buildings must be contemporary in design, finish and form and reflect a contemporary Australian character.
- The usage of different materials such as at least 20% render, stack stone, weatherboards etc. are required to be used by residents to capture the contemporary Australian Design in their dwelling.

Figure 11.

Figure 12.

Figure 13.

Figure 14.

Figure 15.

Figure 16.

- Buildings must not include any architectural decorative elements that reflect past traditional styling (for example: Victorian, Edwardian, Queen Anne, Colonial, Georgian, Federation eras etc).
- Building must demonstrate careful consideration to the composition of the building façade and detailing.
- The façade of your home must include features such as porticos or verandahs to visually break up long walls.
- All exposed sides of the corner dwelling must include contrasting materials in a visually interesting manner.
- Garages must not dominate the appearance of the house and must be a complementary and recessive element to the building façade.
- Excluding Dedicated Medium Density Sites, buildings must not be of identical façades within three house lots along either side of the street. In the event that two applications request the same or similar façade design, approval will be granted to the first application to be received (see Figure 19).

Term: Contemporary Australian Design

Definition: The usage of at least 20% render, stack stone, weatherboards etc, are required to be used by residents to capture the Contemporary Australian Design in their dwelling.

Figure 18.

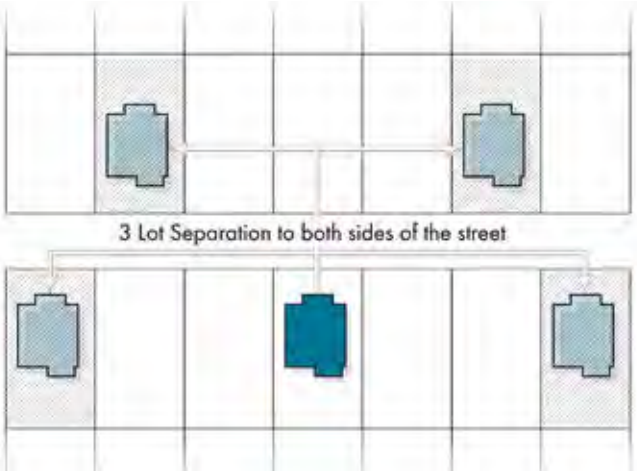

Figure 19.

ROOF DESIGN

- Buildings must include a roof design that is simple in style and is integrated with the total building design. External fixtures such as air conditioning units and service related equipment must not be visible from anywhere within the street frontage.
- Roof materials must be matt in finish and non-reflective.
- Where eaves are to be provided, they are encouraged to be a minimum depth of 450mm.

Examples of contemporary simple roof forms

Figure 20. Skillion

Figure 21. Curved

Figure 22. Flat

Figure 23. Low Pitched

MATERIALS

- Buildings must incorporate different materials to façades to ensure a visually interesting design and enhance streetscape appeal. Façades must incorporate at least two contrasting materials / finishes to external walls. One of these materials must be feature render to at least 20% of the building frontage.
- Your house façade design should incorporate contemporary materials such as Timber Slat Cladding, Colour Bond®, Rusted Steel, Stacked Stone or similar.
- Your home should incorporate materials which respond to the local climatic coastal conditions.
- Variations of materials to the façade will be considered by the Design Review Committee (DRC) on its own merits.

Term: Local Climatic Conditions

Definition: is defined as the materials and designs of the house and must reflect the local residential and costal sense of place. As Saltwater Coast is located within 1km of the beach, residents should take into consideration that many homes will often be exposed to high winds, moisture and corrosion.

Term: Public View

Definition: Observable by a person in a public place including on the street, footpath and parks.

Term: Public Space

Definition: An area which is accessible to everyone at all times.

Term: Street View

Definition: The view of the street scape by a person on the street.

Term: Street Frontage

Definition: The width or measurement of a lot at the street line. The front view of a property from the streetscape.

Figure 24. Apply varied materials to façade and building sides

Figure 25.

Feature Stone Work

Figure 26.

Feature Stone Tiles

Figure 27.

Feature timber work offering a lightweight / airy effect

COLOUR SCHEME

Primary building colours should reflect a muted earthy tone that will blend with the coastal setting. Beside is a sample of potential primary and accent colours, for use on home exteriors. Accent colours are encouraged to be strategically used for feature architectural elements.

Primary Colour

Figure 28.

Accent Colours

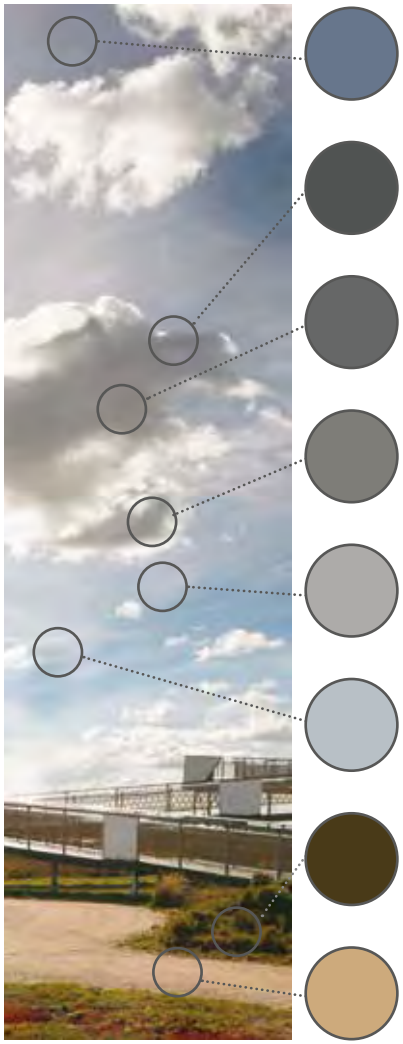

Figure 29.

4.4 ACCESS AND PARKING

4.4.1 Design Objectives

- To ensure that all garages and driveways are integrated with the house design.
- To ensure that garages do not dominate the streetscape.
- To achieve safe access for cars and pedestrians to each dwelling.
- To ensure that garages are set back behind the dwelling frontage.
- To limit the number of vehicle crossovers in the street.

4.4.2 Design Controls

ACCESS AND DRIVEWAYS

- The number of crossovers to individual properties is limited to one. Relocation of crossovers requires FKP Saltwater Coast Design Review Committee approval and related costs must be paid by the property owner prior to work commencing. Relocation is not always possible due to the layout of streets and underground services.
- Driveways must not dominate front gardens. They should be a secondary element to landscaping and not detract from the appearance of the streetscape.
- The design and finish of your driveway must complement the design of your home. Exposed aggregate concrete is the minimum standard and unfinished natural grey concrete or asphalt will not be acceptable. Unit pavers in natural stone, brick or coloured concrete are strongly encouraged.
- All driveway finish and colour designs must be lodged with building plans to the Design Review Committee for approval prior to installation.
- Driveways must be completed within 90 days of obtaining a Certificate of Occupancy.
- Maximum width of crossover must be no wider than 4m.

Tile Pavers

Exposed Aggregate

Slate

Mixed Treatments

Stone

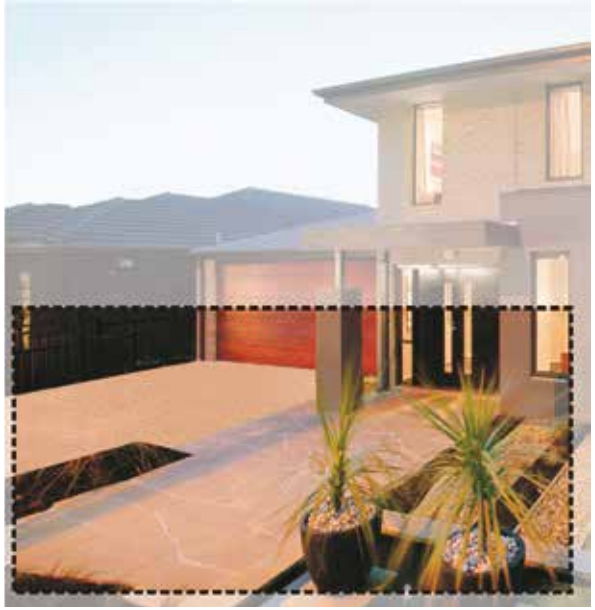

Figure 30.

Figure 31.

GARAGES

- Enclosed garages will be the only type of vehicle accommodation allowed. Car ports are not permitted unless associated with rear loaded lots.
- Garages and garage doors must complement the design of your home and be finished with similar or complementary materials.
- Garage doors must be of a panel lift door or slim line sectional door variety. Roller doors are not permitted to the façade.
- Garages must be set back at least 0.5m behind the front façade of the dwelling.
- Garage width must not exceed the width of the main dwelling façade.
- Secondary garages will be considered by the Design Review Committee (DRC) on its own merits.

REAR ACCESS LOTS

- Rear accessed lots may include enclosed garages or carports provided they are not visible from the front and must be designed and finished to match the main dwelling. Excluding Future Medium Density Sites.

Figure 32. garage set back behind primary façade

complementary garage materials

Figure 33.

4.5 LANDSCAPE

4.5.1 Design Objectives

- To encourage the use of plants which are suited to coastal conditions in private gardens.
- To ensure that private gardens enhance the overall image of the development and complement the design of houses.
- To encourage rainwater harvesting and storage.

4.5.2 Design Controls

LANDSCAPING

- Front gardens must display a contemporary character and complement the design of your home.
- At least 60% of the area of front gardens must comprise permeable surfaces such as gravel, bark, sand and porous tiles. The other 40% of front landscaping is to be dedicated to plants. Plants from the indigenous species list are best suited to the coastal settings of Saltwater Coast and are required to be included in landscaping design.
- Gardens must include some indigenous species suited to the coastal setting.
- Every home must provide for on-site rainwater collection in water tanks for garden irrigation. Water tanks must not be visible from the street.
- Nature strips must be completed with turf, hydro seed or granitic sand/rocks.
- Your landscape design should minimise lawn areas and incorporate drought tolerant and hardy plants such as succulents, native grasses and coastal planting.
- Landscaping of front gardens must be completed within 90 days of obtaining a Certificate of Occupancy.

HARDSCAPING

- Feature retaining walls must not be higher than 0.5m and must complement the landscaping and dwelling.
- Other landscape structures such as pergolas must complement the façade of your home or composition of your landscape.

MAINTENANCE

- Landscaped areas are to be established and maintained to benefit the urban environment.
- Gardens must be prepared appropriately to ensure longevity and sustainability.
- Turf is to be regularly cut at a length of 35mm for the front yard & nature strip.
- Gardens and turf are to be kept free of pest, disease and weeds.
- Planting List of preferred species can be obtained from Saltwater Coast Sales Offices.

Feature retaining wall

Figure 34. Complementary landscaping

Figure 35. Drought tolerant landscaping

Figure 36. Minimise large areas of turf / lawn

4.6 FENCING

4.6.1 Design Objectives

- To ensure fencing of residential lots is complementary and consistent with the neighbourhood character.
- To ensure fencing design reflects a contemporary image and style.

4.6.2 Design Controls

SINGLE DWELLINGS LOT*

Front Front fencing will not be allowed on any single residential lots. Excluding Future Medium Density Sites.

Wing Fence Side wing fences must be set back at least 0.5m from the house façade.

To be designed and constructed with materials that are complementary to the building façade.

Side & Rear Side fences must be set back 5.0m from the street boundary. No side fences will be permitted in front of the primary building façade.

These fences are specified to be 1800mm high timber paling fence with 5mm overlap, top capping and 2400mm wide intervals of square pine posts with pointed cap. The total fence height Inclusive of capping and paling is to be at 2000mm. The side & rear fencing must be completed within 90 days of obtaining a Certificate of Occupancy.

Where lots abut public open space or main boulevards, fencing shall be provided by the developer.

* Excluding display homes.

CORNER SINGLE DWELLINGS LOTS

Side Street Side fencing fronting a street must be set back 8m from the primary street boundary.

The design of side fencing on a corner lot requires the approval of FKP's Saltwater Coast Design Review Committee.

FEATURE FENCING

To be provided by the developer.

These fences are specified to be 1800mm high brush fencing with capping and stone pillars to lots with side fencing to main boulevards and to lots abutting public open spaces.

The liability of FKP in regard to any fencing on residential lots is $1.00. This follows from s 4(1) (b) and s 30 of the Fencing Act 1965. If the Purchaser wants equal contribution to the fence they should wait until the adjacent block in question is purchased and chase that person for the fencing contribution.

Figure 37. Example of feature fence

Figure 38. Example of side wing fence

Figure 39. Example of side and rear fences

4.7 ANCILLARY FEATURES

4.7.1 Design Objectives

- To ensure that ancillary features are designed to complement the design of houses and neighbourhood character in general.

4.7.2 Design Controls

SERVICES AND STORAGE

- Sheds, TV antennas, bin storage, clothes lines, rainwater tanks, heating and cooling equipment (hot water units / ducted heating units) and service areas must not be visible from the street frontage or public spaces. Their locations must be indicated on site plans as part of the application.
- Air conditioning units must be located below the eaves line and must not be visible from the street or public view. Evaporative cooling units must be low profile and located below the ridge line, to the rear of the house. All units must be discreet in appearance and blend with the roof / wall tone.
- Solar hot water systems may be located in the best functional position. If possible, locate solar panels away from public view.
- Saltwater Coast will be part of the Telstra Smart Communities® and provided with innovative Telstra Velocity™ optical fibre technology. As such, there will be no need for TV antennas or satellite dishes to be installed to your home.

LETTERBOXES

- Letterboxes must be of a robust and contemporary design to complement the appearance of the house.
- Letterboxes must be installed prior to a Certificate of Occupancy being obtained. Temporary letterboxes are not acceptable.

Term: Robust

Definition: Sturdy in appearance.

ADVERTISING

- The promotion of houses for sale and advertising of builders during construction is limited to one sign for each property unless prior approval is granted by the FKP Saltwater Coast Design Review Committee.
- No for sales sign are permitted on vacant land. No other advertising signs are permitted on either vacant land or occupied allotments.
- No handwritten signs will be allowed.

Figure 40. Air conditioning or service related equipment must not be visible from public view

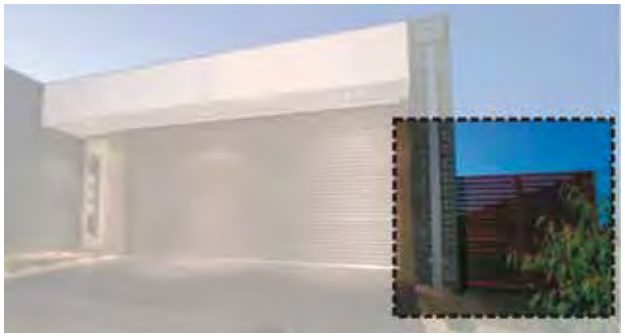

Figure 41. Screening devices / side wings to match house façade.

Figure 42. Complementary letter boxes to match contemporary façades

5 ACKNOWLEDGEMENT

The Purchasers acknowledge that they have received a copy and read the Saltwater Coast Design Guidelines and agree to comply with all Design Objectives and Design Controls outlined in this document.

NON-COMPLIANCE

Any breach of the design guidelines is viewed very seriously by the Developer.

Upon the receipt of a letter from the Developer advising a breach of the Design Guidelines, the Purchaser must immediately rectify the identified breach.

Purchaser Signature

Name in print

Figure 43.

Figure 44.

6 SALTWATER COAST DESIGN GUIDELINES APPLICATION FORM

Complete and attach this cover sheet to your application to the Design Review Committee.

Allotment Details

Lot number _____

Street _____

Owner Details

Full Name _____

Mailing Address _____

_____

Phone BH (_____) _____

Mobile (_____) _____

Email _____

Builder Details

Name _____

Company _____

Mailing Address _____

_____

Phone BH (_____) _____

Mobile (_____) _____

Email _____

Design Details

House Type _____

Façade Type _____

Attachments

CHECKLIST ✓

These details are usually supplied by your builder or architect

2 x A3 copies of full set of building plans including site plan, floor plan, roof plan, and elevations ☐

2 x copies of Material and Colour Schedule for the dwelling ☐

Please ensure the following elements are indicated on building plans:

- The location, materials, height and colour of front, side and rear fences ☐
- The materials and colour for the driveway ☐
- The colour and type of garage door ☐
- Details of any cut and fill proposed to create the building platform and driveway, final levels and any retaining walls proposed ☐
- The location of external fixtures including:
  - Clothesline ☐
  - Garden shed(s) ☐
  - Solar water heater, hot water service, ducted heating unit ☐
  - TV antenna ☐
  - Air conditioner ☐
  - Letter box ☐
- Any proposed change to the location of the crossover ☐

I / We certify that the information in the attached application is a true and accurate representation of the home I / we intend to construct. In the event that changes are made to the proposed plans, I / we undertake to resubmit this application for approval of such changes.

Signed _____

Name _____

Date _____ / _____ / _____

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SALTWATER COAST DESIGN GUIDELINES
UDIA ENVIRODEVELOPMENT

Saltwater Coast has been awarded EnviroDevelopment certification for outstanding environmentally sustainable design in the areas of ecosystems, energy, water and community. As part of this outstanding achievement, Saltwater Coast wishes to apply these practices into our design guidelines.

As a result of the energy and water certification in EnviroDevelopment, Saltwater Coast homes must achieve a minimum 20% reduction of Energy and Water efficiencies.

To achieve the Energy Reduction in Greenhouse gas production a minimum reduction of 20% must be achieved from minimum required standards (Building Codes and local government requirements).

To meet the Water Reduction in potable water demand a minimum reduction of 20% is required from relevant federals, state and local government requirements. The main applicable requirement is the 6 Star FirstRate requirements through the Building Code and the requirement for either a solar hot water system or a 2,000L (min.) rainwater tank to be connected to all toilets.

Please choose out of the following requirements:

WATER EFFICIENCY

WATER INITIATIVES	PERCENTAGE REDUCTIONS	TICK WHICH APPLIES	REQUIRED INFORMATION
4 Star – Toilet Assumed 2.5 flushes per day	7%	☐	Brand: Model:
7.5 Lpm – Showers Assumed 5 mins per day	14.3%	☐	Brand: Model:
6 Star – Taps Assumed 5 mins per day	8%	☐	Brand: Model:
3 Star – Dishwasher Assumed 5 uses per week	3%	☐	Brand: Model:
4 Star – Washing Machine Assumed 1.5 washes per week	22.2%	☐	Brand: Model:
Rainwater Tank* Connected to Toilets	7% (from toilets)	☐	Brand: Model:
TOTAL PERCENTAGE	= %	Add up your total percentage reductions	

* Rainwater Tanks cannot be included in the reduction calculations if it is being used to achieve 6 star compliance.

SALTWATER COAST
POINT COOK
Enjoy life by the bay

ENERGY EFFICIENCY

ENERGY INITIATIVES	PERCENTAGE REDUCTIONS	TICK WHICH APPLIES	REQUIRED INFORMATION
▶ HEATING AND COOLING			
6.5 Star – Efficient AC (EER3.5, COP 3.65)	11%	☐	Brand: Model:
6.5 Star – Gas Heating & Evaporative AC (or Ceiling Fans)	21%	☐	Brand: Model:
7 Star – Efficient AC	14%	☐	Brand: Model:
7 Star – Gas Heating & Evaporative AC (or Ceiling Fans)	23%	☐	Brand: Model:
8 Star – Efficient AC	22%	☐	Brand: Model:
8 Star – Gas Heating & Evaporative AC (or Ceiling Fans)	28%	☐	Brand: Model:
9 Star – Efficient AC	30%	☐	Brand: Model:
9 Star – Gas Heating & Evaporative AC (or Ceiling Fans)	32%	☐	Brand: Model:
▶ LIGHTING			
4W/m²	4%	☐	Brand: Model:
3.5W/m²	5%	☐	Brand: Model:
3W/m²	7%	☐	Brand: Model:
2.5W/m²	9%	☐	Brand: Model:
▶ COOKING APPLIANCES			
Gas Oven	8%	☐	Brand: Model:
▶ EFFICIENT APPLIANCES			
Washing Machine	5%	☐	Brand: Model:
Refrigerator	2%	☐	Brand: Model:
TOTAL PERCENTAGE	= %	Add up your total percentage reductions	

SALTWATER COAST
POINT COOK

Enjoy life by the bay

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Point Cook, Victoria 3030
1300 357 000
saltwatercoast.com.au

aveo
LIVE WELL

Quantum UNITED
Redefining communities

CHANGE OF OWNERS DETAILS/ ADDRESS FORM

Section 134 Owners Corporation Act 2006

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

Dated: _____

Signature of owner/s 1: _____

Signature of owner/s 2: _____

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

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