

Contract of sale of land

Property:

10 Sandhill Rise, Point Cook VIC 3030

Settled LAW
& CONVEYANCING

Settled Law & Conveyancing

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Melbourne VIC 3000

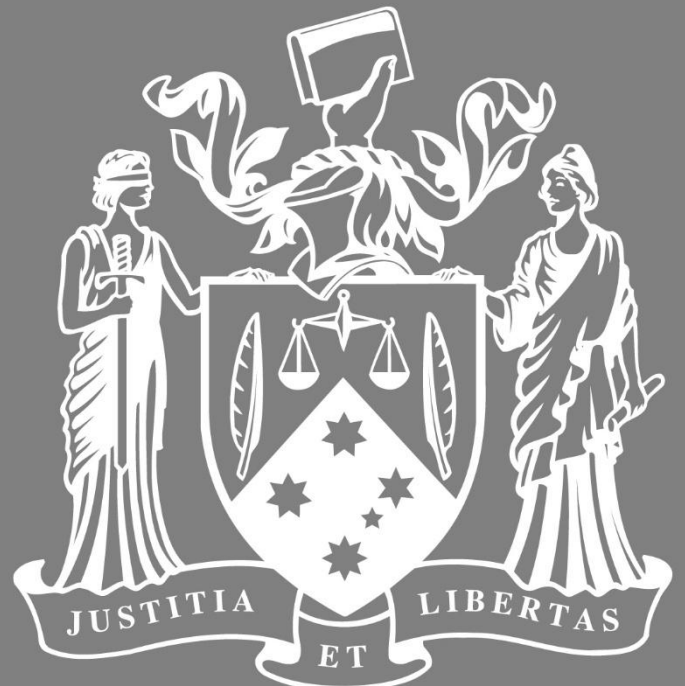
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10 Sandhill Rise, Point Cook VIC 3030

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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

State nature of authority (if applicable):

.....

Signature of individual

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

.....

Name of individual

State nature of authority (if applicable):

.....

Signature of individual

SIGNED BY THE PURCHASER:

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* (Vic)

SIGNED BY THE VENDOR:

SIGNED on/...../.....

for and on behalf of:

Jaystina Jitendra Dhimar

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable):

SIGNED on/...../.....

for and on behalf of:

Jaydeepsinh Jashvantkumar Makwana

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable):

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: Everywhere Real Estate
Address: Suite 205, 111 Overton Road, Williams Landing VIC 3027
Email: archi@everywherere.com.au
Tel: 03 9526 8103 Mob: 0424 786 708 Fax: Ref: Archi Altun

Vendor

Name: Jaystina Jitendra Dhimar and Jaydeepsinh Jashvantkumar Makwana
Address: C/- Settled Law, Level 21, 459 Collins Street, Melbourne VIC 3000
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Settled Law
Address: Level 21, 459 Collins Street, Melbourne VIC 3000
Email: elle@settled.com.au Mob: 0485 935 766
Tel: 1300 666 354 Ref: 26-162440

Purchaser's estate agent

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 10852 Folio 781	1517	PS 511700W

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 unless otherwise stated or inferred.

Property address

The address of the land is: 10 Sandhill Rise, 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 other 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 and special condition 8, 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 14th 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 / /20..... 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

Supplier Notification - GST Withholding

The vendor reserves its rights to vary the notice at or prior to settlement

To: Purchaser / buyer

Property: 10 Sandhill Rise, Point Cook VIC 3030

Supplier details

Name of supplier: Jaystina Jitendra Dhimar and Jaydeepsinh Jashvantkumar Makwana

ABN: Not applicable

Address: 30 Yearling Promenade, Werribee VIC 3030 and 10 Sandhill Rise, Point Cook VIC 3030

Withholding payment details

Purchaser / buyer must make a GST withholding payment: No Yes

Reason: the premises is not new or sale is not a taxable supply

Supplier's proportion of residential withholding payment: Not applicable

To be paid: Not applicable

Any consideration expressed otherwise than an amount in money? Not applicable

If yes, the GST inclusive market value of the non-monetary consideration: Not applicable

Other details:Not applicable

Special Conditions

Special condition 1 – Auction

1.1 If the property is sold by way of auction then:

- (a) The rules for the conduct of the auction shall be as set out in the Schedules to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those rules.
- (b) The Property is offered for sale by public auction, subject to the vendor's reserve price.
- (c) The bidding must be at a lump sum for the property sold. Subject to this contract and to the vendor's reserve price, the person making the highest bid which is accepted by the auctioneer by the fall of the hammer is the purchaser. If any dispute arises over any bid the auctioneer may decide:
 - (i) who was the last bidder; or
 - (ii) to submit the property at some former bidding.
- (d) No person may retract a bid or advance a lesser sum than the amount named by the auctioneer and the vendor may refuse any bid or withdraw the property from sale.

1.2 Payment of deposit

The person making the highest bid which is accepted by the auctioneer must immediately upon acceptance pay the deposit to the vendor's agent and sign this contract. If ten (10) minutes after acceptance the highest bidder has not paid the deposit and signed this contract the vendor may at any time sell the property to any other person either by auction, private treaty or any other means the purchaser will have no rights against the vendor, the vendor's agent or the auctioneer.

Special condition 2 – Entire agreement

2.1 Acknowledgment

The purchaser acknowledges and agrees that:

- (a) this contract of sale is the sole repository of the agreement between the parties;
- (b) there are no terms, conditions, representations or warranties relating to the sale of the land which have been relied upon by the purchaser in entering into this contract of sale except those included in this contract of sale;
- (c) the purchaser has not relied on any information in any brochure, investment report, information, memorandum, sales material or advertisement about the Land relating to:
 - (i) its area or measurements;
 - (ii) any description of any improvements, chattels, fixtures or fittings on the land,
- (d) the purchaser has relied on its own inspection and inquiries in purchasing the land, fixtures, fittings and goods sold with the land;
- (e) the purchaser has purchased the property in its present condition and state of repair with all existing patent and latent defects, infestations, contamination and dilapidation;
- (f) the purchaser agrees to the vendor not removing any items situated on the garden or land nor is the vendor required to attend to any gardening works of whatsoever nature on the property prior to settlement;
- (g) general conditions 9, 12, 13 and 19.1 do not apply.

2.2 No warranties

The vendor and the agents of the vendor have not made any representation or given any warranty:

- (a) about the condition or quality of the Installations, the property or the services connected or available to it;
- (b) that the property is suitable for any purpose which the purchaser may have indicated as its intention to pursue;
- (c) that any permit of any nature has been obtained or is available from any relevant authority;
- (d) that any other land is available for acquisition (unless otherwise indicated in this contract of sale);
- (e) about the merchantability, quality or fitness for any purpose of the property;
- (f) that the property is free from defects, infestations, contamination or dilapidation;
- (g) that the property will be free from defects, infestations, contamination or dilapidation;
- (h) whether development of any description may be carried out on the property; or
- (i) whether the improvements have been built or placed on the land in accordance with each approval required by law or currently comply with any law affecting such improvement.

2.3 No compensation

The purchaser must not seek compensation due to any building on the land not complying with the *Building Act 1993*, the *Building Regulations 2006*, the *Building Code of Australia* or any other statutes, regulations, rules or local laws or because of their state of repair and condition and general condition 28.1 does not apply if it relates to a building.

Special condition 3 – Waiver

3.1 An express or implied waiver of a breach of any obligation, provision or condition of this contract of sale does not operate as a waiver of any other breach of the same or any obligation, provision or condition of this contract of sale.

Special condition 4 – Swimming Pool/Spa (if applicable)

- 4.1 If the Land includes a swimming pool, spa or pond, the purchaser acknowledges and agrees that:
- (a) the purchaser has made its own enquiries regarding the obligations with respect to the pool, spa and pond and any existing or required safety barriers located at the property and accepts the current condition of the pool, spa and pond, whether it is fenced, unfenced or registered with the council;
 - (b) the purchaser will be responsible to comply with the *Building Act 1993* and its regulations including any amendments to the *Building Act 1993* in relation to the pool, spa or pond from the day of sale in relation to the pool or any existing or required safety barriers;
 - (c) the purchaser shall not make any claim against the vendor in relation to the pool, spa and pond or any existing safety barriers;
 - (d) the purchaser indemnifies the vendor against all costs associated with the pool, spa and pond including and safety barriers; and
 - (e) acknowledges that neither the vendor's agent or vendor has made any representation or warranties in relation to the pool or any safety barriers.

Special condition 5 – Stamp duty - purchasers buying unequal interests

- 5.1 If there is more than one purchaser, it is the purchasers' responsibility to ensure that the contract of sale correctly records at the date of sale the proportions in which they are buying the property (**the proportions**).
- 5.2 If the proportions recorded in the transfer of land differ from those recorded in the contract of sale, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- 5.3 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer differing from those in the contract of sale.

Special condition 6 – FIRB

- 6.1 The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) do not require the purchaser to obtain consent to enter this contract of sale or if there is a requirement to obtain consent, the purchaser has already received consent and been approved to purchase the property.
- 6.2 If there is a breach of the warrant contained in this clause the purchaser must compensate indemnify and keep indemnified the vendor for any loss, damage or cost the vendor incurs as a result of the breach.

Special condition 7 – Delivery of statement of adjustments

- 7.1 The purchaser agrees to deliver to the vendor or vendor's legal practitioner's office a statement of adjustments together with copies of all certificates and other information used to calculate the adjustments under general condition 23 at least 5 business days prior to settlement. Should the purchaser default in providing the statement of adjustments as required under this special condition, the purchaser must pay the vendor's reasonable costs \$220.00.

Special condition 8 – Default

- 8.1 If the purchaser default in payment of the whole or part of the purchase money the purchaser must pay upon demand:
- (a) all reasonable expenses incurred by the vendor as a result of the breach;
 - (b) the purchaser agrees that the reasonable costs of each and every default is \$990.00 for each and every default. The exercise of the vendor's right hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under this contract of sale or otherwise.
- 8.2 The purchaser agrees to not seek a variation of the contract of sale or variation or extension of any due date under the contract of sale. In the event of the purchaser's breach of this special condition and for the purposes of section 42(3)(a) of the *Property Law Act 1958* the purchaser agrees to pay the vendor's costs and expenses including but not limited to:
- (a) rescheduling settlement at \$220.00 for each change to the settlement time;
 - (b) requests to change the settlement date at \$330.00 for each change and if requested by the vendor then the purchaser must enter into a deed of variation to record the change.
- 8.3 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 moneys 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 of 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;

Special condition 9 – Guarantee and indemnity

9.1 Delivery of guarantee and indemnity

If the purchaser is or includes a corporation (other than a corporation whose shares are listed on a recognised Australian public securities exchange or a subsidiary of one), the purchaser must deliver to the vendor a guarantee and indemnity in the form annexed to this contract on the day of sale:

- (a) duly completed and executed by every director of the purchaser; or
- (b) if the purchaser is a wholly owned subsidiary of a corporation whose shares are listed on a recognised Australian public securities exchange or a subsidiary of one, duly completed and executed by that listed corporation.

9.2 Consequences of non-compliance

If the purchaser does not comply with special condition 9.1, the vendor may immediately rescind this contract by notice in writing to the purchaser and retain the Deposit.

Special condition 10 – GST

10.1 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) unless:

- (a) the purchaser is required to under general condition 19.2; or
- (b) the purchaser is ineligible for an input tax credit and notwithstanding the particulars of sale specifying:
 - (i) the price as including GST,
 - (ii) the supply as being a 'going concern', or
 - (iii) the supply as being of land on which a 'farming business' is carried on;in the event of the supply not being GST-free, then the purchaser must pay GST in addition to the price.

10.2 The purchaser acknowledges that any nomination of a substitute or an additional person take the transfer of the land is subject to the vendor's consent (in its absolute discretion) and for the nominated purchaser to agree for GST to be treated in the same manner as provided for under this contract between the vendor and the purchaser. The parties agree that the purchaser's right to nominate under the common law does not apply.

Special condition 11 – Compensation for additional land tax and CIPT due to purchaser's default

11.1 The purchaser acknowledges and agrees that if as a result of the purchaser's breach, settlement of this contract takes place on a date that is after 31 December in the year that settlement of this contract is due to take place (**Settlement Year**), then

- (a) The purchaser's breach will in addition to other losses, result in loss to the vendor in the amount of the vendor's land tax assessment and commercial and industrial property tax (CIPT) assessment (if CIPT is payable) for the year following the Settlement Year as a result of the property continuing to be included in the vendor's total landholdings in Victoria; and
- (b) The additional tax which the vendor will incur in accordance with this special condition is a reasonably foreseeable loss incurred by the vendor as a result of the purchaser's breach in respect of which the vendor is entitled to compensation from the purchaser.

11.2 The purchaser further acknowledges that if this special condition applies due to the purchaser's default, then on settlement date the purchaser must in addition to the balance payable to the vendor under this contract pay to the vendor on account of compensation payable to the vendor for that loss an amount equal to 2.65% of the price of the property (**Amount Paid**).

11.3 The parties agree that if the additional tax as assessed by the commissioner of State Revenue Office is:

- (a) less than the Amount Paid, the vendor will refund the difference to the purchaser; or
- (b) more than the Amount Paid, the purchaser must pay the difference to the vendor within 7 days of being served with a written demand for such payment.

11.4 Payment of the purchase price must not be delayed and no money must be withheld by the purchaser from the vendor out of the purchase price on account of any land tax or CIPT which may be or may subsequently become charged on the property.

11.5 The purchaser acknowledges that the vendor is not required to pay any land tax or CIPT assessed on the property before it is due as specified in the assessment notice.

Special condition 12 – Loan approval (if applicable)

12.1 If the particulars of sale specify that this contract is subject to a loan being approved, and for the purposes of general condition 20.2(c), written evidence of rejection of non-approval of the loan must be from the bank or non-bank lender. For the avoidance of doubt a letter from a mortgage broker is not satisfactory written evidence.

Special Conditions - Notes

These special conditions have been prepared by Settled Law and Conveyancing. Minor amendments and additions can be requested through the agent listed in the particulars of sale.

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

- (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.

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

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 –
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958* (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.

- 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 –

- (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 –

- (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’:

- (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) obtains 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

(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

- (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

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the 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 14-250 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 –

- (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

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

- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

Interest at 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.

- 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.
-

Guarantee and Indemnity

1. Guarantee

1.1 The persons signing below as guarantors (each, a **Guarantor** and together, the **Guarantors**), in consideration of the vendor entering into this contract of Sale with the purchaser at the Guarantors' request, hereby jointly and severally guarantee to the vendor (and the vendor's successors and assigns) the due and punctual payment of:

- (a) the deposit;
- (b) the balance of the price;
- (c) any interest payable under this contract; and
- (d) any other amounts payable by the purchaser under this contract (together, the **Guaranteed Money**).

1.2 The Guarantors further jointly and severally guarantee the due and punctual performance and observance by the purchaser of all the purchaser's obligations under this contract (**Guaranteed Obligations**).

1.3 If the purchaser defaults in:

- (a) payment of any of the Guaranteed Money, or
- (b) performance of any of the Guaranteed Obligations,

then, immediately upon demand by the vendor, the Guarantors must pay the vendor the amount of the Guaranteed Money unpaid and must indemnify and keep indemnified the vendor against all loss, costs, charges, expenses, damages, and liabilities whatsoever incurred by the vendor arising from or in connection with any default by the purchaser.

2. Continuing Guarantee and Indemnity

This Guarantee and Indemnity is a continuing obligation and:

- (a) is not affected by any time or other indulgence granted by the vendor to the purchaser or to the Guarantors;
- (b) is not discharged or prejudiced by any variation (including any extension of time or waiver), novation, assignment, or termination of the contract;
- (c) remains in full force despite the vendor assigning its rights under the contract;
- (d) is not affected by the death, bankruptcy, liquidation, administration, or insolvency of the purchaser, any co-guarantor, or any other person;
- (e) is not affected by any release or discharge of any co-guarantor; and
- (f) binds the Guarantors jointly and severally, and their respective executors, administrators, legal personal representatives, and permitted assigns.

3. No Discharge

The Guarantors waive all rights inconsistent with this guarantee and indemnity, including any rights of subrogation, contribution, or indemnity against the purchaser until all Guaranteed Money and Guaranteed Obligations have been fully paid and performed.

4. Security and Enforcement Rights

4.1 The vendor may enforce this Guarantee and Indemnity without first being required to exhaust any remedy it may have against the purchaser or enforce any other guarantee or security.

4.2 Any payment by the Guarantors which is later avoided by law shall be deemed not to have discharged the Guarantors' liability, and the vendor shall be entitled to recover the amount from the Guarantors as if the payment had not been made.

Dated:

Execution

Print Name:

Guarantor (Sign):

Print Name:

Guarantor (Sign):

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	10 SANDHILL RISE, POINT COOK VIC 3030
-------------	---------------------------------------

Vendor's name	Jaystina Jitendra Dhimar	Date	/ /
Vendor's signature	<i>Jaystina Jitendra Dhimar</i>	26-03-2026	
Vendor's name	Jaydeepsinh Jashvantkumar Makwana	Date	/ /
Vendor's signature	<i>Jaydeepsinh Jashvantkumar Makwana</i>	26-03-2026	

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.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

- (a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):
- Is in the attached copies of title document/s
- (b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:
- To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

- The required specified information is as follows:
- (a) Name of planning scheme Wyndham
 - (b) Name of responsible authority Wyndham City Council
 - (c) Zoning of the land GRZ - General Residential Zone
 - (d) Name of planning overlay refer to attached

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

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:

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

- (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 2000m²; (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):

Are as follows:

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

As per attachment

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

(04/10/2016)

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 10852 FOLIO 781

Security no : 124132489514M
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LAND DESCRIPTION

Lot 1517 on Plan of Subdivision 511700W.
PARENT TITLE Volume 10756 Folio 531
Created by instrument PS511700W Stage 5 19/01/2005

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
 JAYDEEPSINH JASHVANTKUMAR MAKWANA of 10 SANDHILL RISE POINT COOK VIC 3030
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
 JAYSTINA JITENDRA DHIMAR of 10 SANDHILL RISE POINT COOK VIC 3030
 AW389882A 16/12/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW389883X 16/12/2022
 NATIONAL AUSTRALIA BANK LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987
 T948966X 08/11/1995

DIAGRAM LOCATION

SEE PS511700W 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: 10 SANDHILL RISE POINT COOK VIC 3030

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 16/12/2022

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

Page 2 of 2

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS511700W

DOCUMENT END



Imaged Document Cover Sheet

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Document Identification	PS511700W
Number of Pages (excluding this cover sheet)	94
Document Assembled	25/02/2026 17:43

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PLAN OF SUBDIVISION	Stage No.	LRS use only EDITION 43	Plan Number PS 511700W
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Location of Land
 Parish: DEUTGAM
 Township: -
 Section: F & 24
 Crown Allotment: A,2,3,4,4A,5 & 5A (PARTS)
 Crown Portion: A (PART) & C (PART)
 Title References
 C/T VOL 10743 FOL 384 VOL 10699 FOL 963
 C/T VOL 10240 FOL 509 VOL 10529 FOL 483
 Last Plan Reference:
 Lot W PS513895R Lot R PS508300H
 Lot 6 PS340149R Lot A PS423642Y
 Postal Address: Sanctuary Lakes North Boulevard
 (At time of subdivision) POINT COOK 3030
 AMG Co-ordinates: E 303 750
 (Of approx. centre of plan) N 5 802 950 Zone 55

Council Certification and Endorsement

Council Name: **WYNDHAM CITY COUNCIL** Ref:

- This Plan is certified under Section 6 of the Subdivision Act 1988.
- This plan is certified under section 11(7) of the Subdivision Act 1988
 Date of original certification under section 6/...../
- 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)
 (iii) The requirement has been satisfied.
 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 / /

Vesting of Roads or Reserves

Identifier	Council/Body/Person
ROAD R-1, R-2, R-3, R-5, R-8, R-9, R-12, R-13, R-17, R-19, R-25, R-30, R-31, R-33, R-36, R-37, R-39, R-40, R-42, R-43, R-45, R-47, R-49, R-50, R-52, R-72, R-73, R-74	WYNDHAM CITY COUNCIL
RESERVE No's 1- 3, 12, 15, 17, 29, 32, 41, 46, 47, 50	POWERCOR AUSTRALIA LIMITED
RESERVE No's 4 - 11, 13, 14, 16, 18 - 24, 26 - 28, 30, 31, 33 - 38, 40, 42 - 45, 48, 49, 51 - 53, 70	WYNDHAM CITY COUNCIL
RESERVE No 25	MELBOURNE WATER CORPORATION
RESERVE No 54	CITY WEST WATER LIMITED

OWNERS CORPORATION
 Lots in this Plan may be affected by one or more Owners Corporations. For details of any Owners Corporations including purpose, responsibility, entitlement and liability see Owners Corporation search report, Owners Corporation additional information and if applicable, Owners Corporation rules.

Notations

Staging: This is a staged subdivision
 Planning permit No.

Lots 1 -1119, 1475-1478, 1507, 1521, 1535, 1614, 1615, 1617-1619, 1621-1623, 1676-1679, 1724-1736, 1986, 2300 -2800 (all inclusive) have been omitted from this plan.
 Lots AA, AB, AG & AH are not part of Owners Corporation No.1
 Survey: This plan is based on survey
 This survey has been connected to permanent mark no(s). 88 & 89
 in Proclaimed Survey Area no. -

Depth Limitations:
 15.24 Metres Below The Surface except those parts of Crown Portion A & C.
 - The Exception contained in Transfer No 965459 in the Register Book as to all Coal & Lignite & all mines thereof under the said land & under a depth of 15.24 Metres below the surface.

LRS use only

Statement of compliance/
 Exemption Statement

Received

THIS IS AN LRS
 COMPILED PLAN

FOR DETAILS SEE
 MODIFICATION TABLE
 HEREIN

SANCTUARY LAKES ESTATE Sheet 1 of 90 Sheets



CPG
 469 La Trobe Street
 Melbourne Vic 3000
 T 61 3 9993 7888
 F 61 3 9993 7999
 cpg-global.com

LICENSED SURVEYOR (PRINT) James Patrick Gleeson

SIGNATURE DATE / /

REF: 9900SV00 VERSION

FILE NAME : 9900SV00.dwg
 FILE LOCATION : F:\9900-Overall Estate\9900-Subdivision\dwg\Overall Subdivision Plan\
 LAYOUT NAME : FACE SHEET
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DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION	Stage No.	LRS use only	PS 511700W
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Easement Information				
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of
E-1	Carriageway	See Diag.	PS 508300H	Lots T & U on PS 508300H
E-2	Carriageway	3	PS 508300H	Lots T & U on PS 508300H
E-2	Carriageway	3	PS 513895R	Lot V on PS 513895R
E-3	Sewerage	3	Instru. AB 712344R	City West Water Limited
E-4	Drainage & Sewerage	2	This Plan	Land in this Plan
E-4	Sewerage	2	This Plan	City West Water Limited
E-5	Drainage & Sewerage	3	This Plan	Land in This Plan
E-5	Sewerage	3	This Plan	City West Water Limited
E-6	Drainage	3	This Plan	Melbourne Water Corporation
E-7	Drainage, Sewerage, supply of gas water, telephone and data transmission services	See Diag	This Plan	Land in this Plan
E-7	Sewerage & Water Supply	See Diag	This Plan	City West Water Limited
E-7	Powerline	See Diag	This Plan Section 88 of the Electricity Industry Act 2000	Powercor Australia Limited
E-8	Drainage	2	This Plan	Wyndham City Council
E-9	Drainage	3	This Plan	Wyndham City Council
E-10	Sewerage	2	This Plan	City West Water Limited
E-11	Sewerage	See Diag.	This Plan	City West Water Limited
E-12	Drainage & Sewerage	1	This Plan	Land in this Plan
E-12	Sewerage	1	This Plan	City West Water Limited
E-13	Drainage & Sewerage	4	This Plan	Land in this Plan
E-13	Sewerage	4	This Plan	City West Water Limited
E-13	Drainage	4	This Plan	Melbourne Water Corporation
E-14	Drainage & Sewerage	3	This Plan	Land in this Plan
E-14	Sewerage	3	This Plan	City West Water Limited
E-14	Drainage	3	This Plan	Melbourne Water Corporation
E-15	Carriageway	See Diag.	This Plan	Powercor Australia Limited
E-16	Drainage & Sewerage	See Diag.	This Plan	Land in This Plan
E-16	Sewerage	See Diag.	This Plan	City West Water Limited
E-16	Drainage	See Diag.	This Plan	Wyndham City Council
E-22	Drainage & Inundation	See Diag.	This plan	Melbourne Water Corporation
E-23	Drainage & Sewerage	2	This plan	Land in this Plan
	Sewerage	2	This plan	City West Water Limited
	Drainage	2	This plan	Wyndham City Council
E-24	Drainage & Sewerage	3	This plan	Land in this Plan
	Sewerage	3	This plan	City West Water Limited
	Drainage	3	This plan	Wyndham City Council
E-25	Sewerage	See Diag.	This Plan	City West Water Limited
E-26	Powerline	See Diag	This Plan Section 88 of the Electricity Industry Act 2000	Powercor Australia Limited
E-27	Carriageway	See Diag.	This Plan	Lot S36 on this Plan
E-28	Carriageway	See Diag.	This Plan	Lot AG on this Plan
E-29	Sewerage	See Diag.	This Plan	City West Water Limited
E-29	Drainage	See Diag.	This Plan	Melbourne Water Corporation

See Sheet 3 for continuation

Sheet 2



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South Melbourne Vic 3205
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PLAN OF SUBDIVISION	Stage No.	LRS use only	Plan Number PS 511700W
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Easement Information				
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of
E-31	Drainage, Sewerage, supply of gas, water, telephone and data transmission services	See Diag	This Plan	Land in this Plan
E-31	Sewerage & Water Supply	See Diag	This Plan	City West Water Limited
E-31	Powerline	See Diag	This Plan Section 88 Electricity Industry Act 2000	Powercor Australia Limited
E-31	Drainage	See Diag	This Plan	Wyndham City Council
E-33	Drainage & Sewerage	3	PS 511700W	Land in PS 511700W
E-33	Sewerage	3	PS 511700W	City West Water Limited
E-33	Drainage	3	PS 511700W	Wyndham City Council
E-33	Powerline	3	PS511700W Section 88 Electricity Industry Act 2000	Powercor Australia Limited
E-34	Sewerage	2	PS 511700W	City West Water Limited
	Drainage	2	This Plan	Wyndham City Council
E-35	Drainage	0.6	This Plan	Wyndham City Council
E-36	Drainage & Inundation	2	This Plan	Melbourne Water Corporation
E-37	Water Supply	See Diag.	This Plan	City West Water Limited
E-39	Drainage	2	This Plan	Melbourne Water Corporation
	Drainage	2	This Plan	Wyndham City Council
E-40	Powerline	2	This Plan Section 88 Electricity Industry Act 2000	Powercor Australia Limited
E-40	Sewerage	2	This Plan	City West Water Limited
E-40	Easement Described in Memorandum of Common Provisions No. MCP AA1107	2	This Plan	Melbourne Water Corporation
E-41	Sewerage & Water Supply	See Diag.	This Plan	City West Water Limited
E-41	Easement Described in Memorandum of Common Provisions No. MCP AA1107	See Diag.	This Plan	Melbourne Water Corporation
E-42	Sewerage	2	This Plan	City West Water Limited
E-42	Easement Described in Memorandum of Common Provisions No. MCP AA1107	2	This Plan	Melbourne Water Corporation
E-43	Easement Described in Memorandum of Common Provisions No. MCP AA1107	See Diag.	This Plan	Melbourne Water Corporation
E-44	Powerline	1.5	This Plan Section 88 Electricity Industry Act 2000 This Plan	Powercor Australia Limited
E-44	Easement Described in Memorandum of Common Provisions No. Mcp AA1107	1.5	This Plan	Melbourne Water Corporation
E-45	Drainage	2	This Plan	City West Water limited
E-45	Easement Described in Memorandum of Common Provisions No. Mcp AA1107	2	This Plan	Melbourne Water Corporation
E-50	Drainage	See diag	This Plan	Wyndham City Council
E-50	Sewerage	See diag	This Plan	City West Water Ltd
E-51	Power supply (underground)	See diag	AH820855J	Powercor Australia Ltd
E-52	Power supply (underground)	See diag	AH820855J	Powercor Australia Ltd
	Powerline	See diag	This Plan x88 Electricity Industry Act 2000	Powercor Australia Ltd
E-53	Drainage	See diag	This Plan	Wyndham City Council
	Sewerage	See diag	This Plan	City West Water Ltd
	Powerline	See diag	This Plan x88 Electricity Industry Act 2000	Powercor Australia Ltd

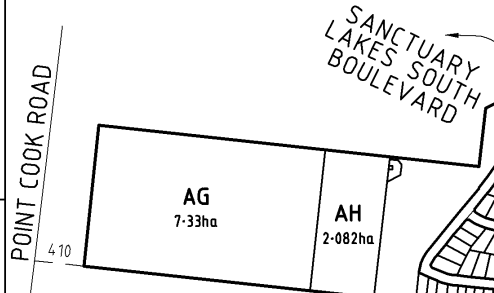
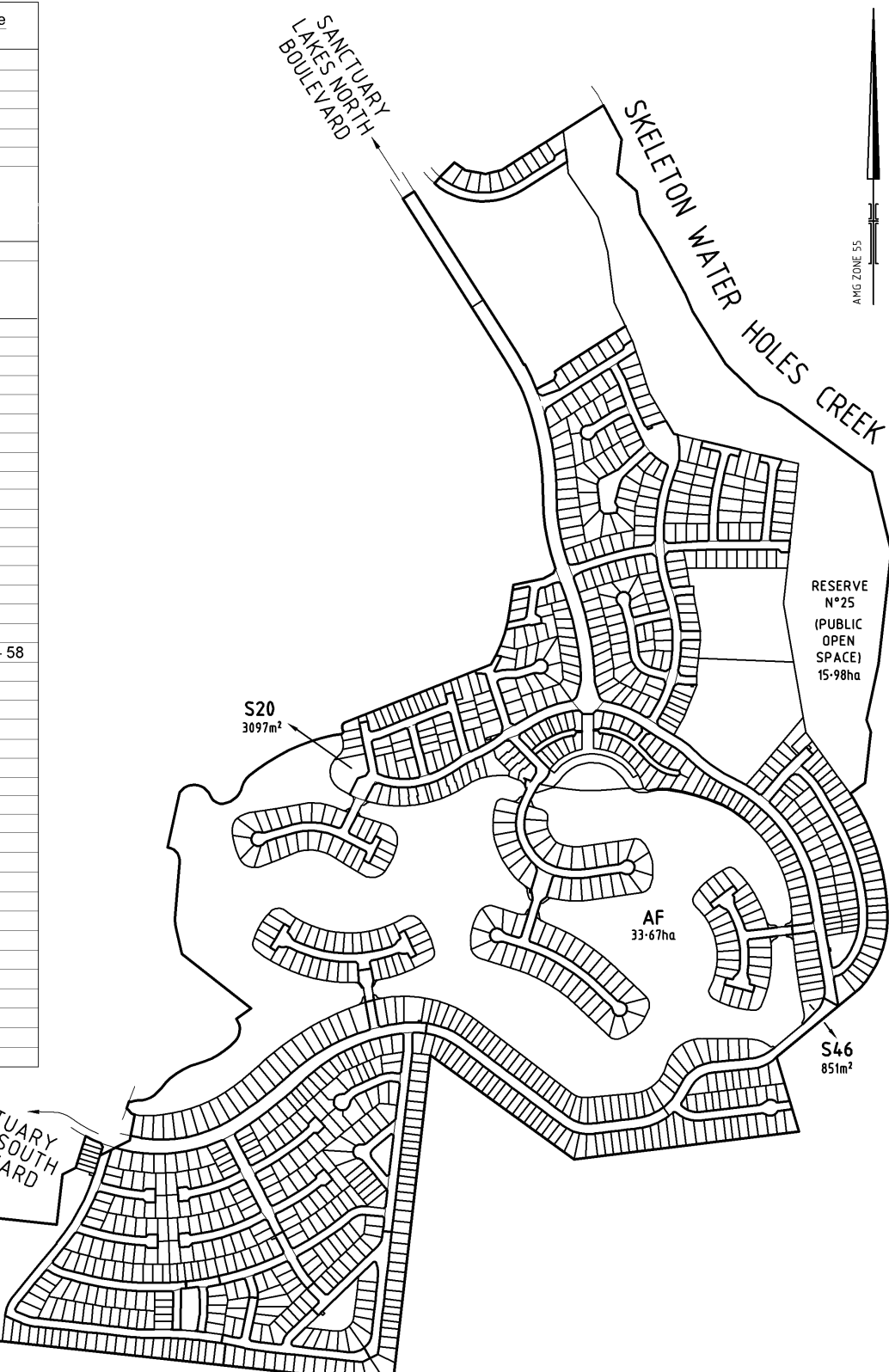
PLAN OF SUBDIVISION

Stage No

Plan Number

PS 511700W

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1909 - 1936	62 - 64
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1977 - 2021 (exc. 1986)	87 - 88
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2041 - 2075	83 - 86
2076 - 2078	82
2079 - 2110	75 - 77
2111 - 2146	78 - 79
2147 - 2184	60 - 61
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2228 - 2298	72 - 74
2299	83 - 86
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2811 - 2834	66
2835 - 2856	67
2857 - 2876	68
S20	33
S46	59
AA & AB	24
AF	48 - 52
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AH	46



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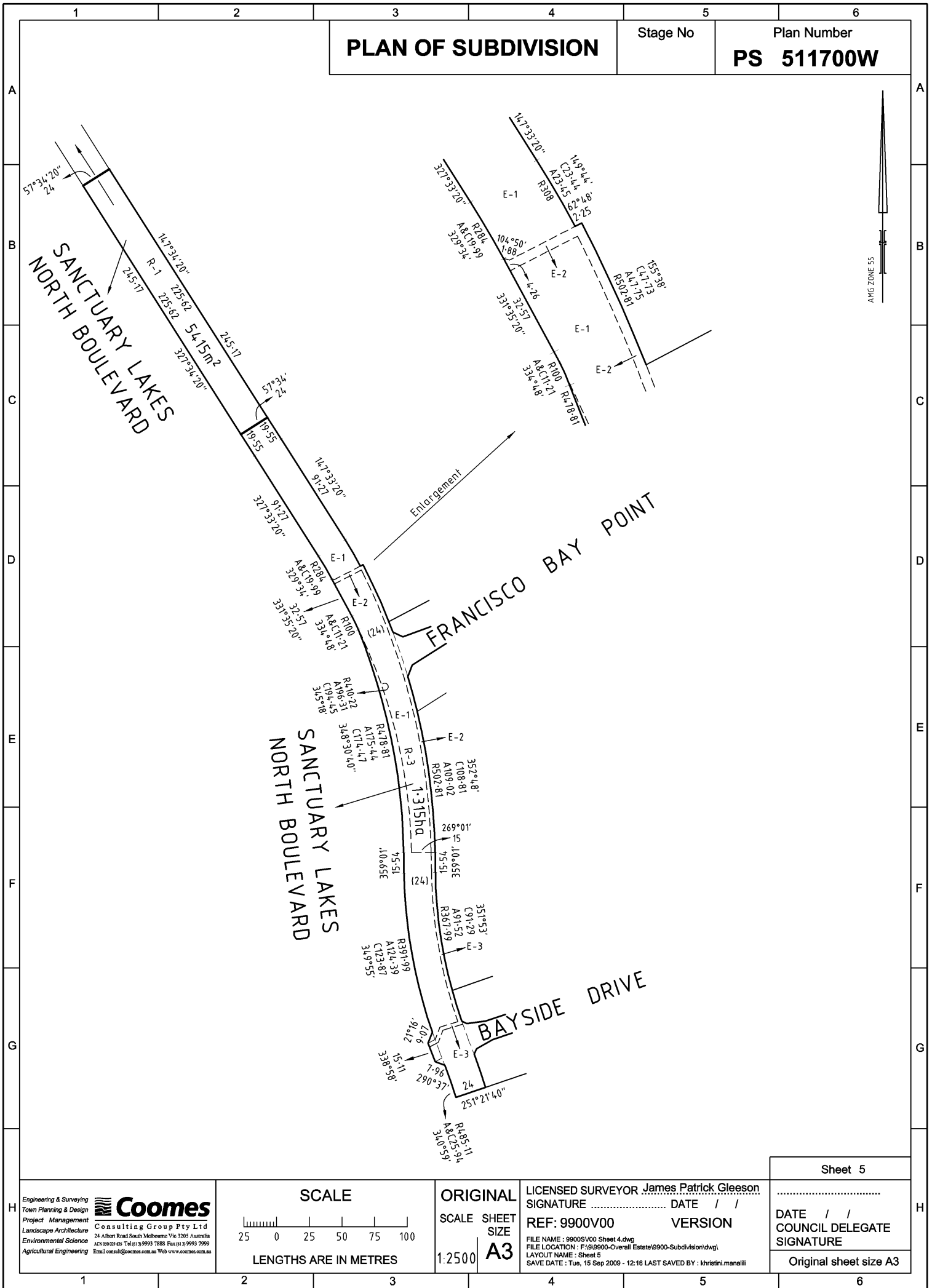
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Sheet 4

DATE / /
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Sheet 5
DATE / / COUNCIL DELEGATE SIGNATURE
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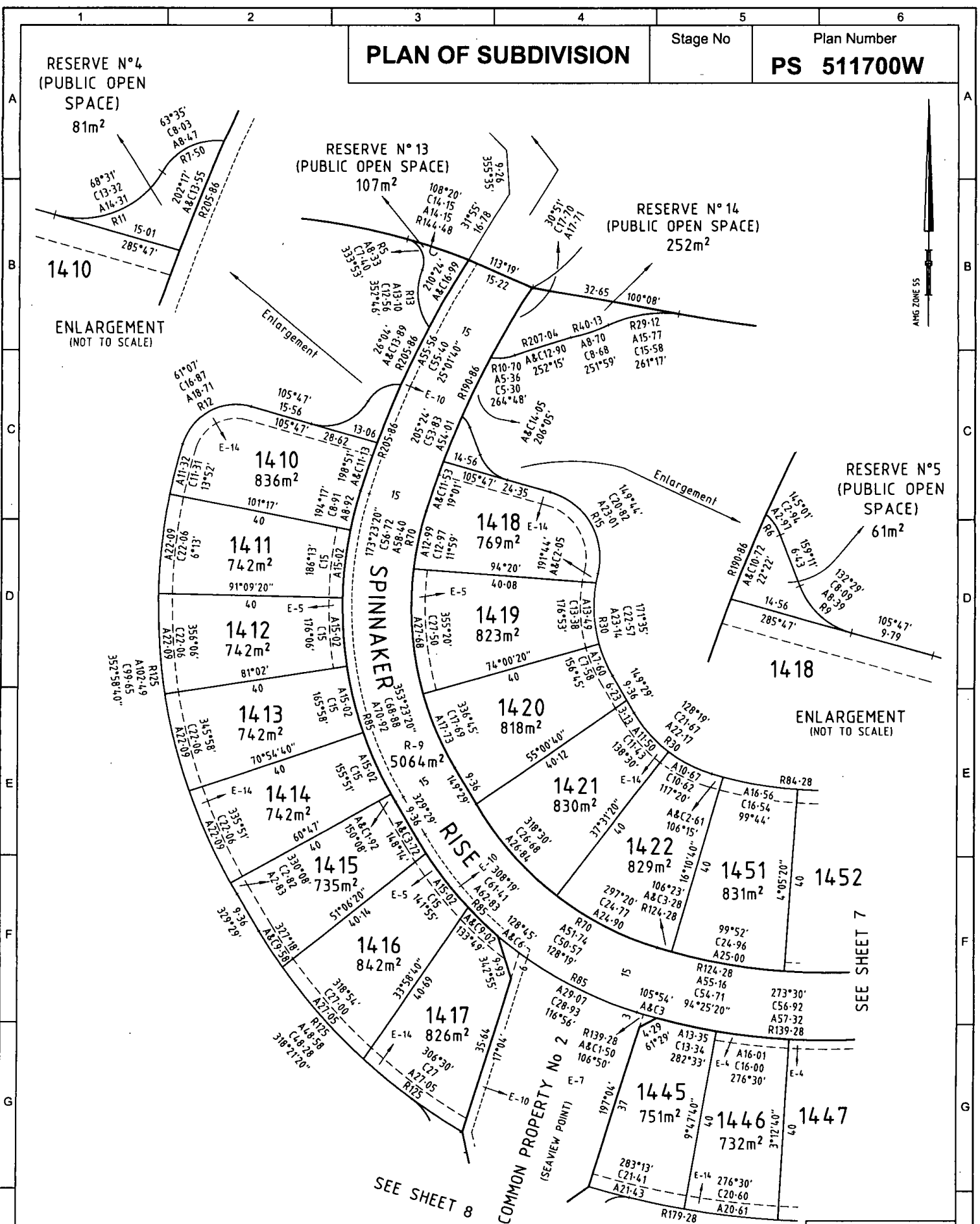
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PLAN OF SUBDIVISION

Stage No

Plan Number

PS 511700W



SEE SHEET 7

SEE SHEET 8

Sheet 6

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SIGNATURE DATE / /

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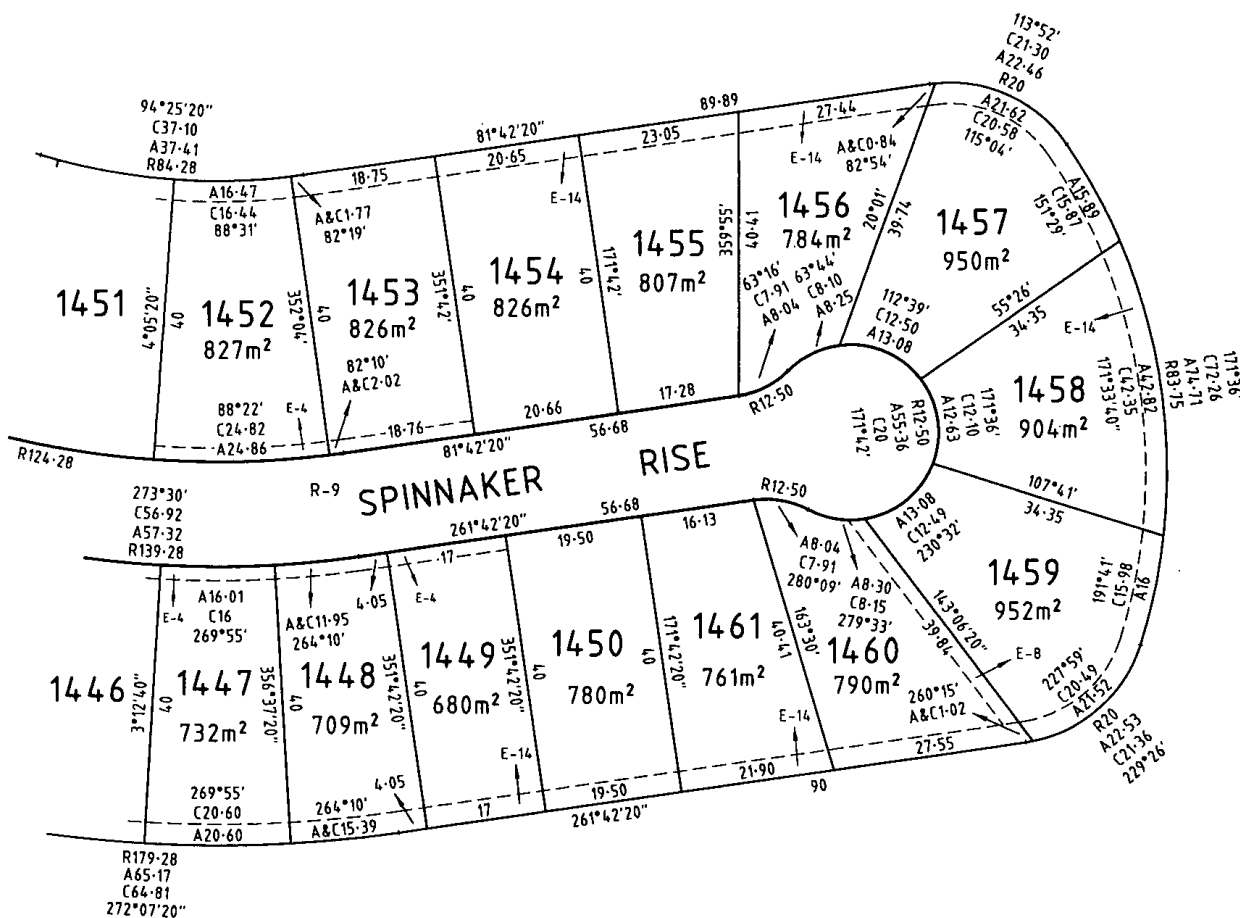
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Plan Number

PS 511700W

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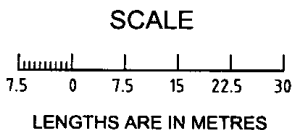
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Sheet 7

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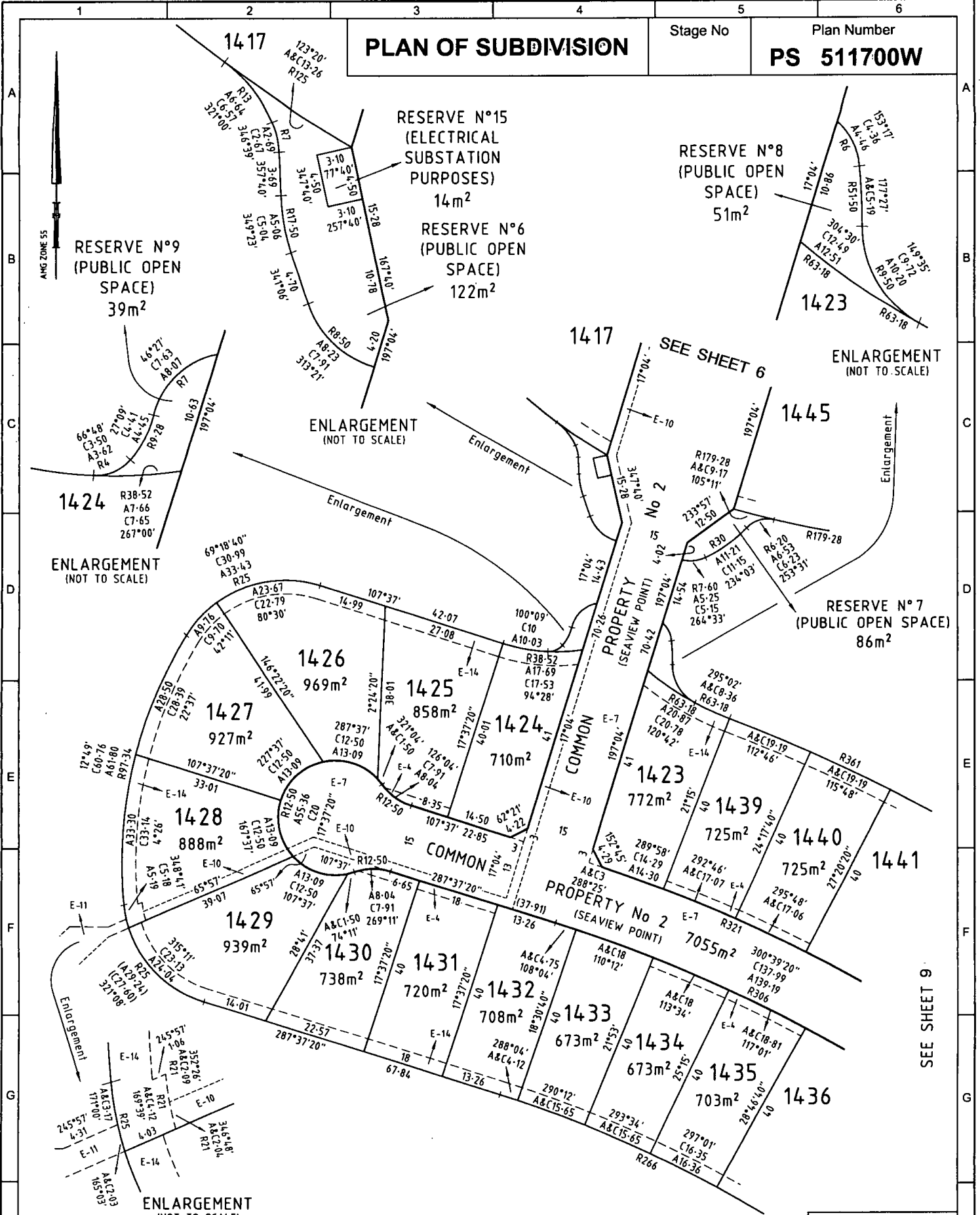
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PLAN OF SUBDIVISION

Stage No

Plan Number

PS 511700W



Sheet 8

DATE / /

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LENGTHS ARE IN METRES

ORIGINAL

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SIGNATURE DATE / /

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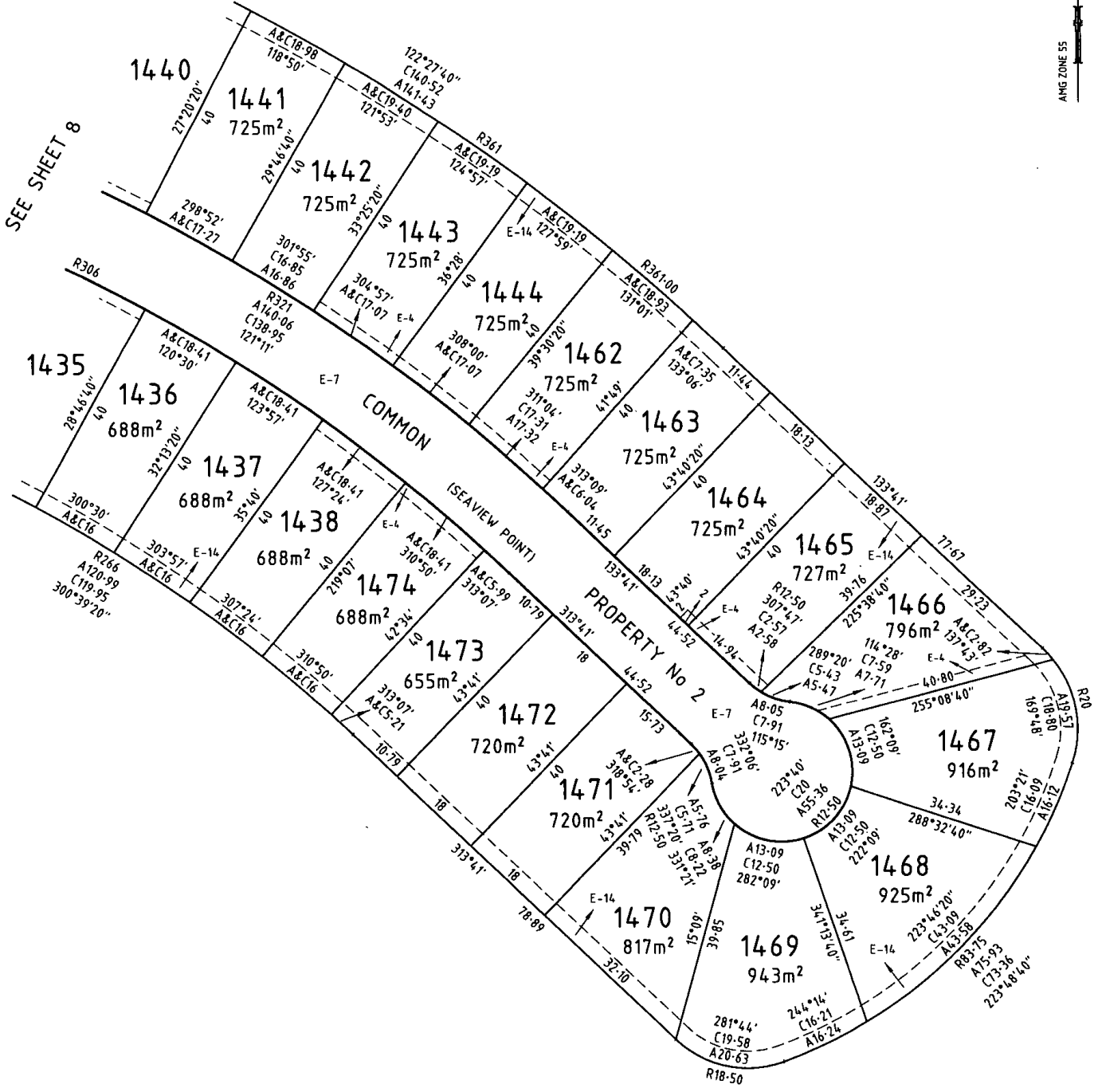
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Stage No

Plan Number

PS 511700W

ANG ZONE 55



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PLAN OF SUBDIVISION

Stage No

Plan Number

PS 511700W

SEE SHEET 13

SANCTUARY LAKES SOUTH BOULEVARD R-2

RESERVE N°2
(ELECTRICAL
SUBSTATION
PURPOSES)
34m²

DRIVE

BEECHWOOD PARADE R-2

SEE SHEET 45

SKYWARD

WATER

STONE

COVE R-2

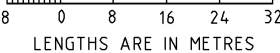
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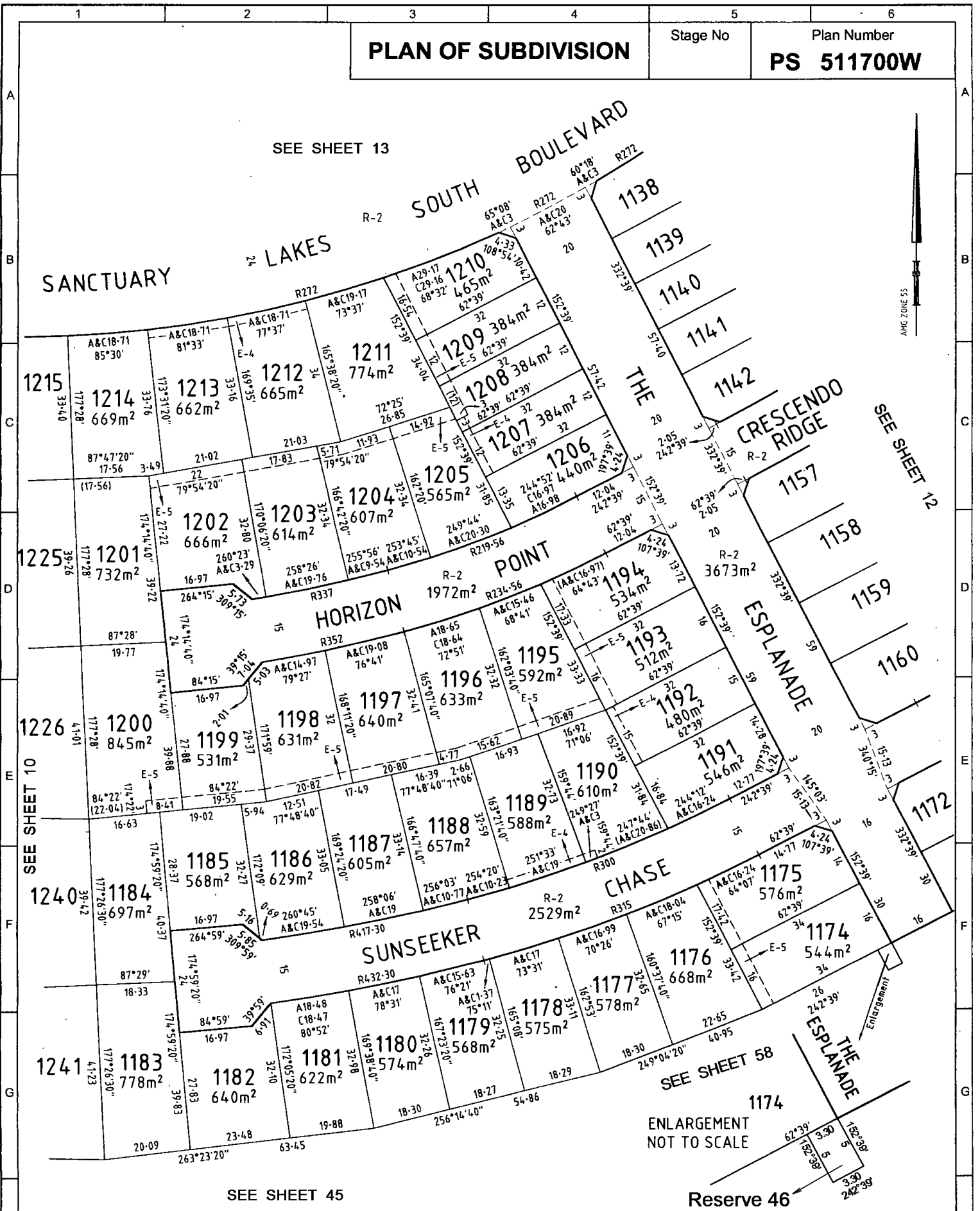
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PLAN OF SUBDIVISION

Stage No

Plan Number

PS 511700W



SEE SHEET 13



SEE SHEET 10

SEE SHEET 12

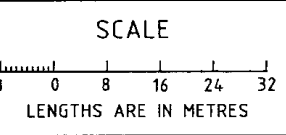
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Reserve 46

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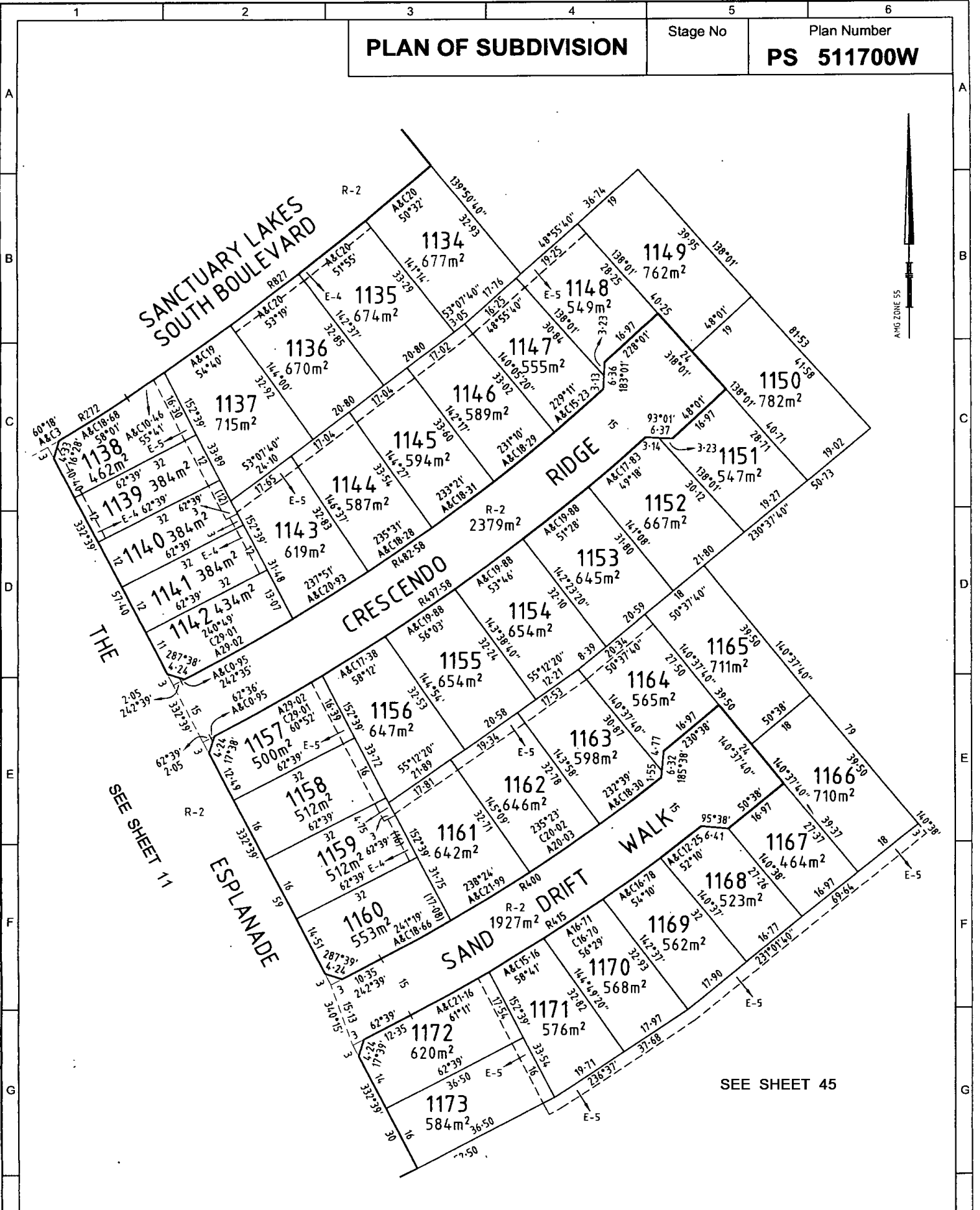
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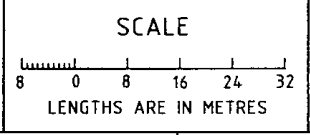
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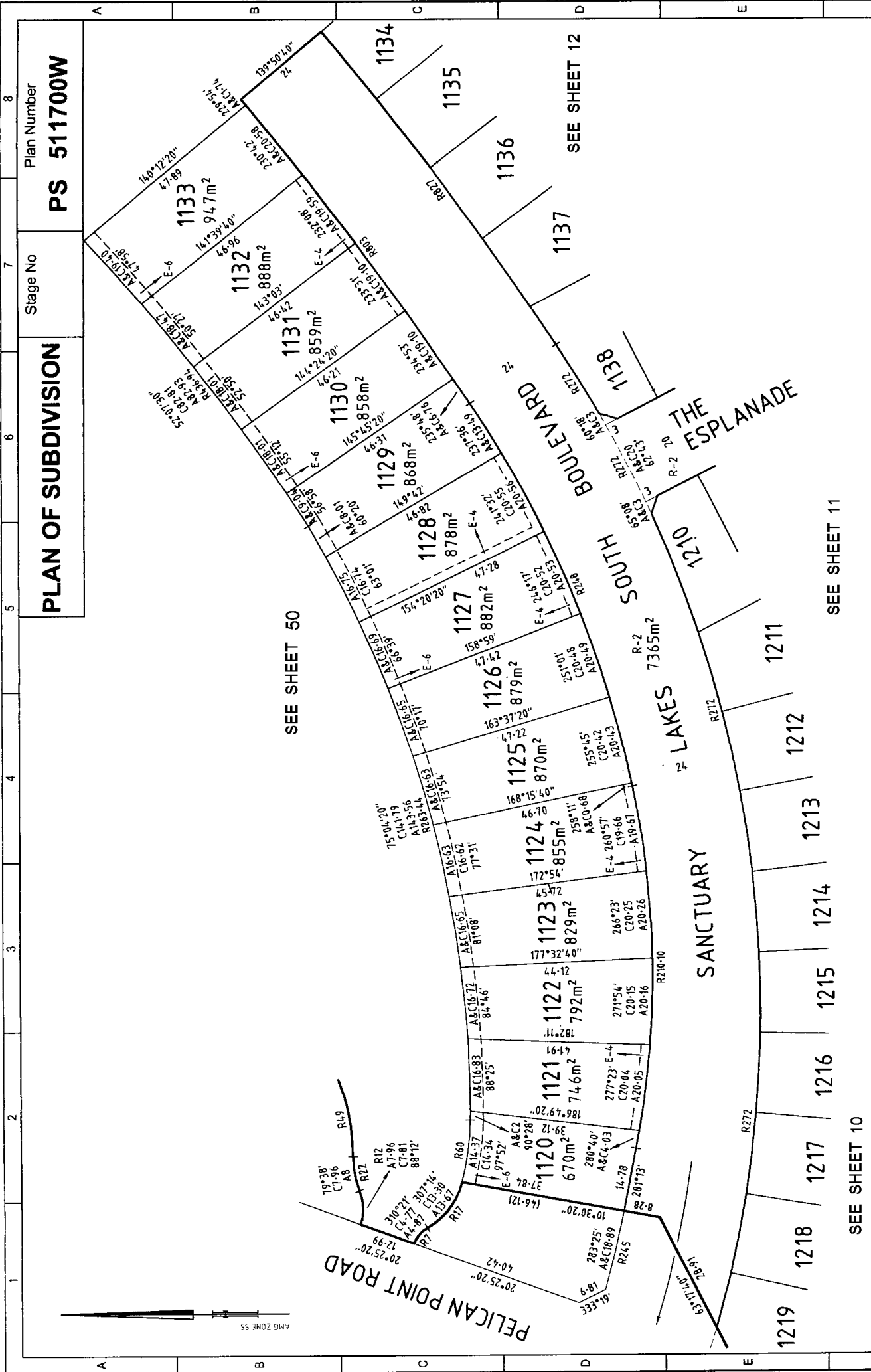
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PLAN OF SUBDIVISION

Stage No

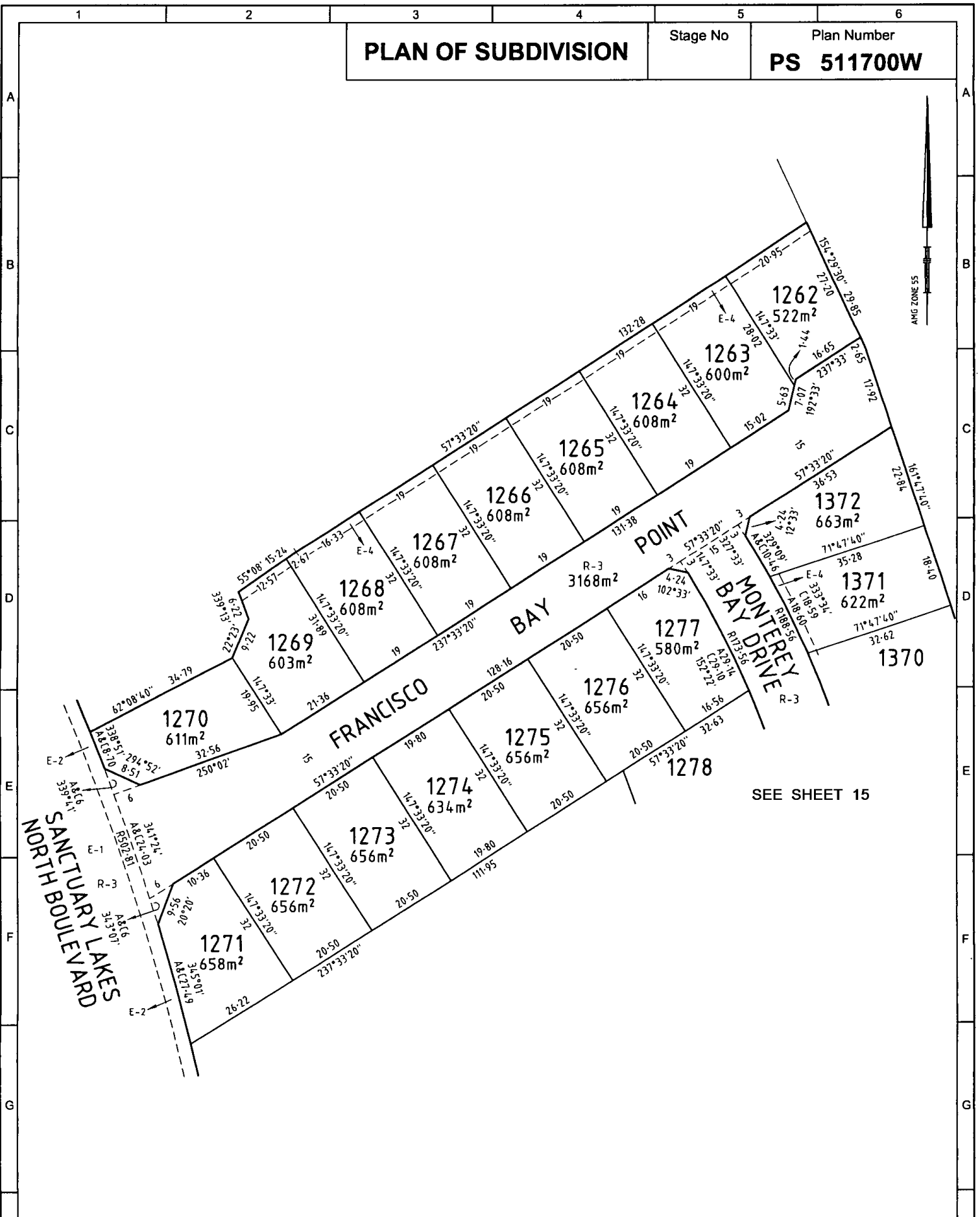
Plan Number
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SEE SHEET 50

SEE SHEET 11

SEE SHEET 10

<p>Engineering & Surveying Town Planning & Design Project Management Landscape Architecture Environmental Science Agricultural Engineering</p>		<p>Coomes Consulting Group Pty Ltd 24 Albert Road South Melbourne Vic 3205 Australia ACN 069 09 605 Tel: (61 3) 9953 7888 Fax: (61 3) 9953 7999 Email: consul@coomes.com.au Web: www.coomes.com.au</p>	
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Sheet **14**

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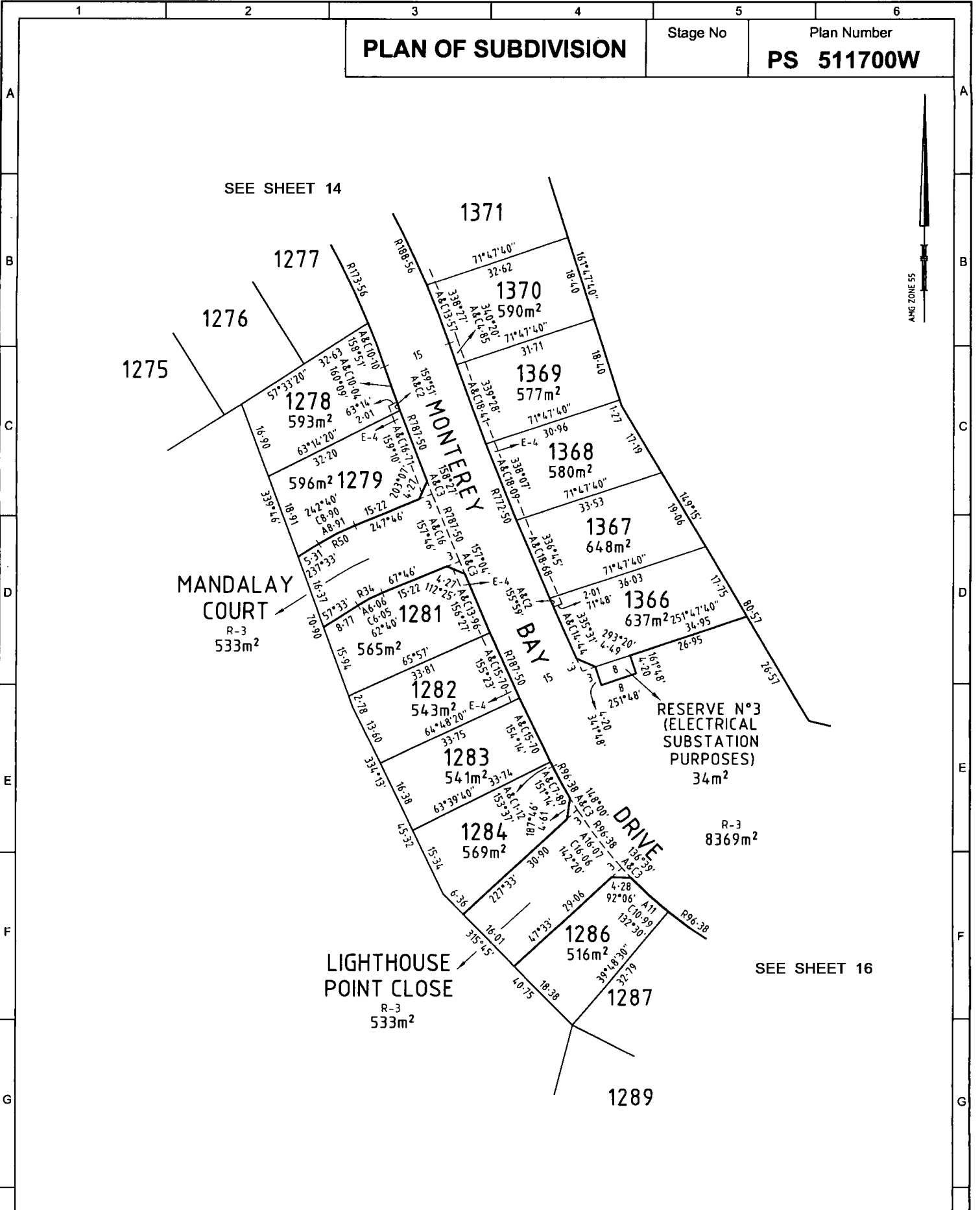
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DATE / /
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PLAN OF SUBDIVISION

Stage No

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404 940 9400 Toll-free 1800 7333 Fax 46 9499 7994
Email enquiries@coomes.com.au Web www.coomes.com.au

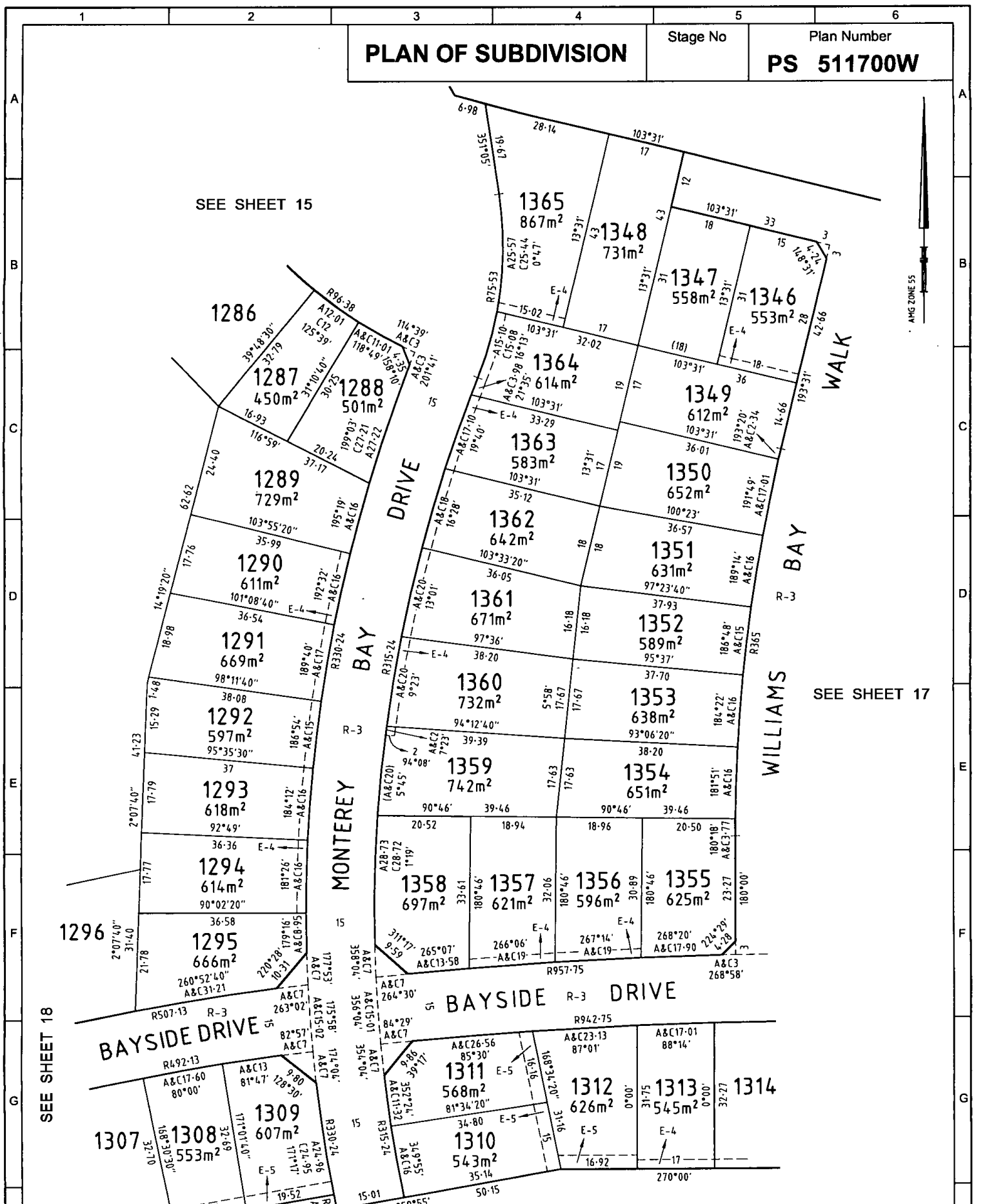
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SIGNATURE
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PLAN OF SUBDIVISION

Stage No

Plan Number
PS 511700W

SEE SHEET 15

SEE SHEET 17

SEE SHEET 18

Sheet 16

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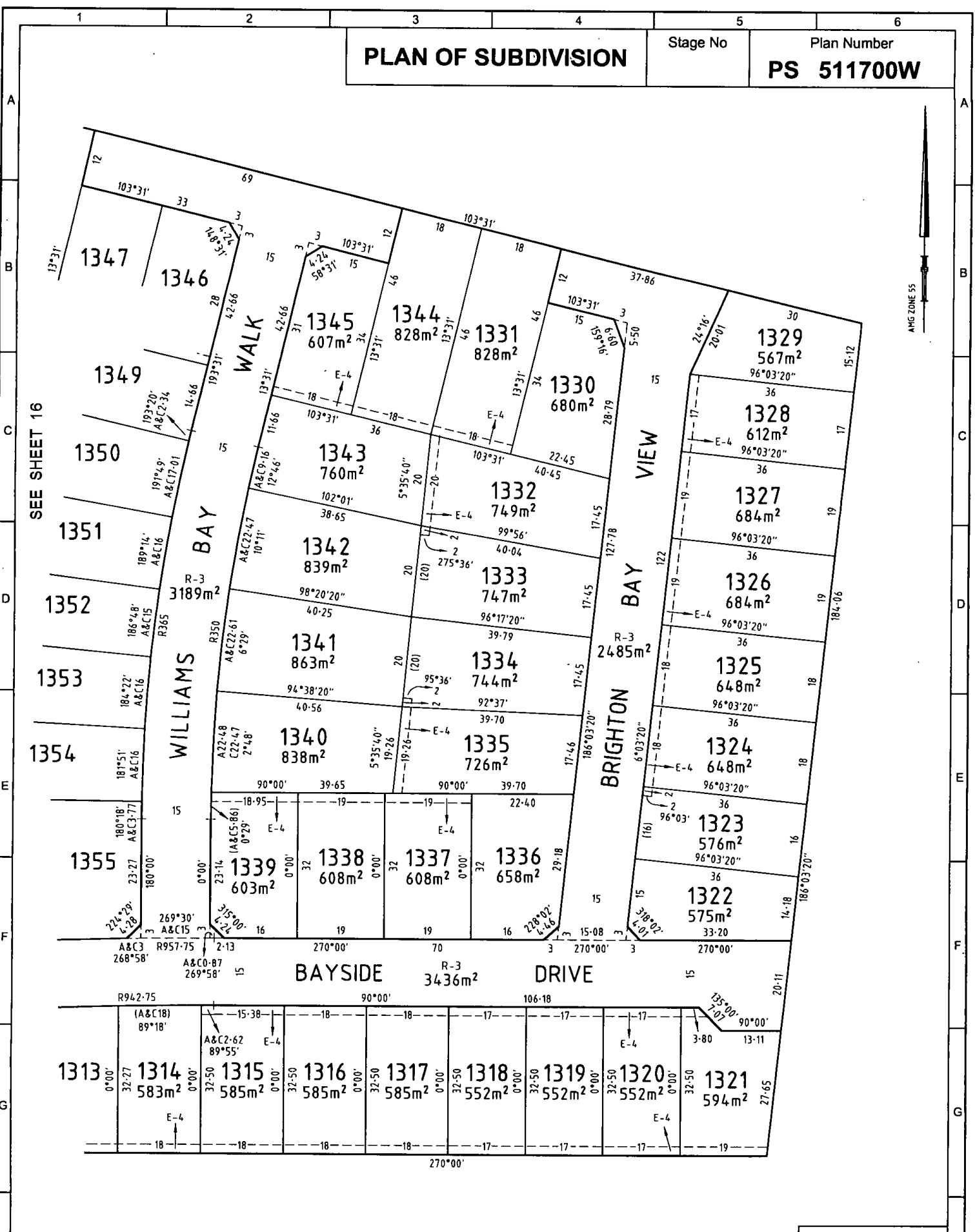
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PLAN OF SUBDIVISION

Stage No

Plan Number

PS 511700W



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Sheet 17

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 Email: coomes@coomes.com.au Web: www.coomes.com.au

SCALE

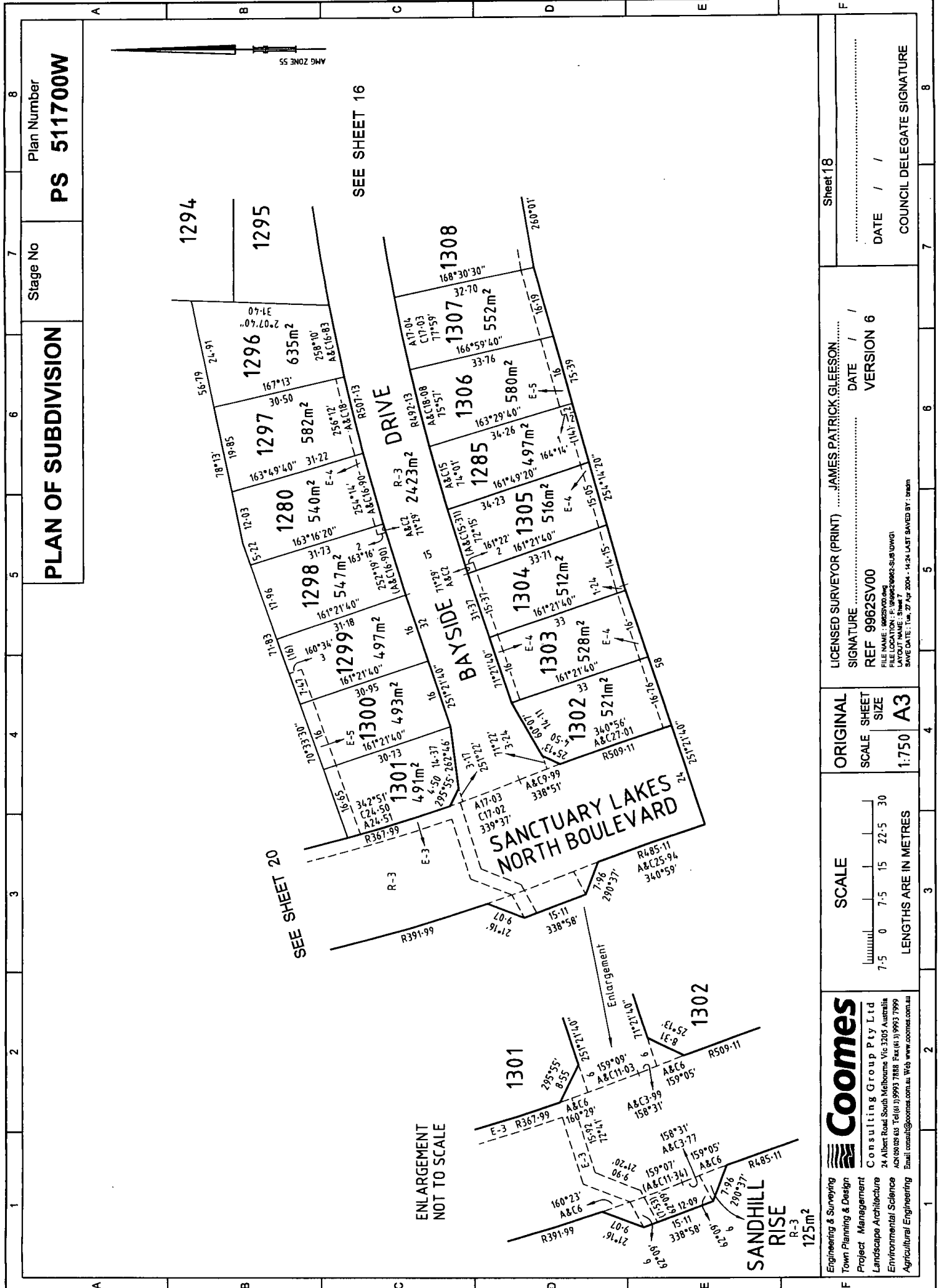
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DATE / /
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 SIGNATURE

Original sheet size A3



PLAN OF SUBDIVISION

Stage No

Plan Number
PS 511700W

SEE SHEET 16

SEE SHEET 20

ENLARGEMENT
NOT TO SCALE

Sheet 18
DATE / /
COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) JAMES PATRICK GLEESON
 SIGNATURE DATE / /
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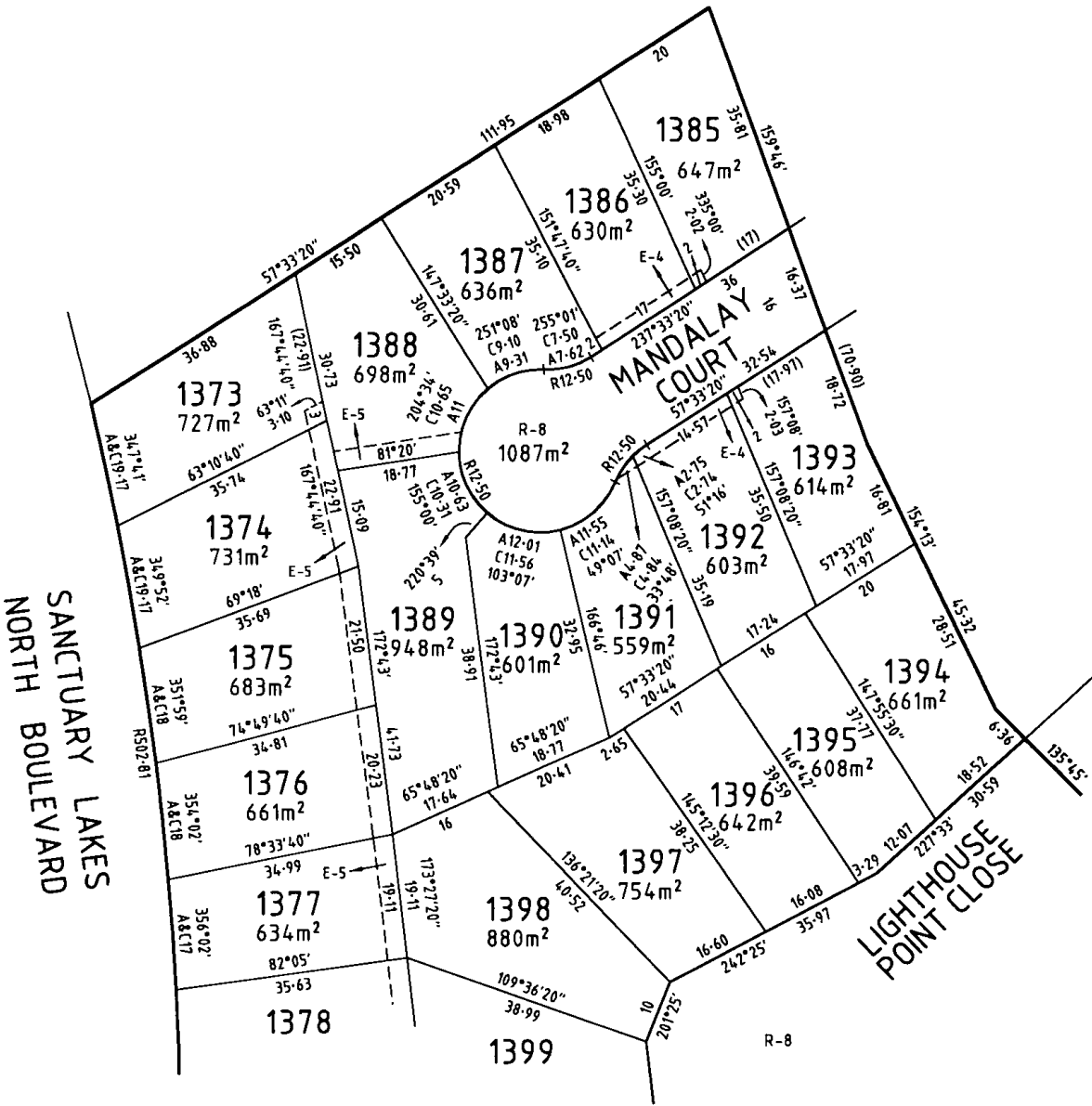
PLAN OF SUBDIVISION

Stage No

Plan Number

PS 511700W

**SANCTUARY LAKES
NORTH BOULEVARD**



SEE SHEET 20

Sheet 19

Engineering & Surveying
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Agricultural Engineering

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SCALE

LENGTHS ARE IN METRES

ORIGINAL
SCALE SHEET SIZE
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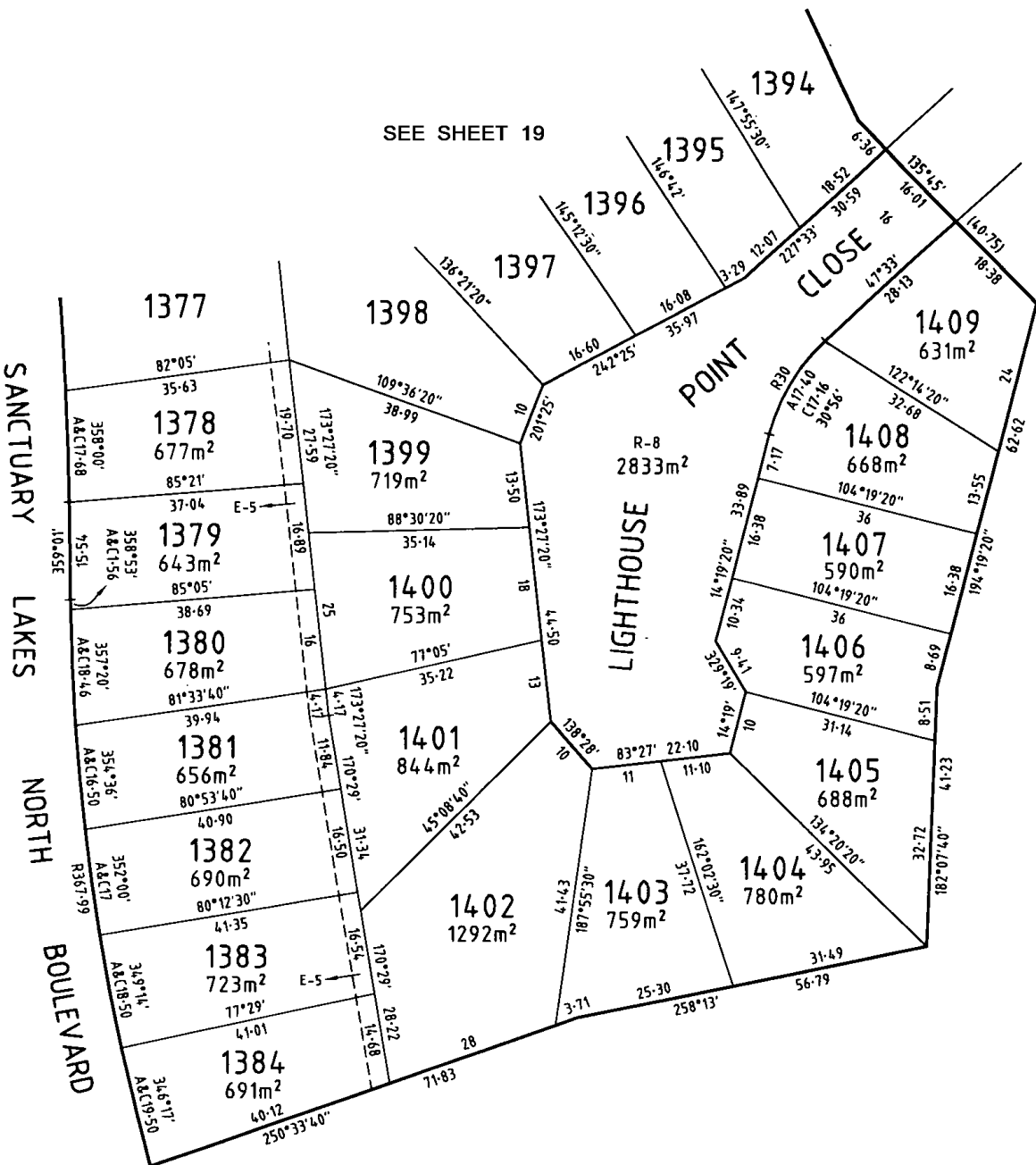
PLAN OF SUBDIVISION

Stage No

Plan Number

PS 511700W

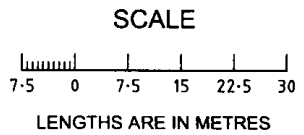
ANG ZONE 55



Sheet 20

Engineering & Surveying
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Landscape Architecture
Environmental Science
Agricultural Engineering

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ORIGINAL
SCALE SHEET
SIZE
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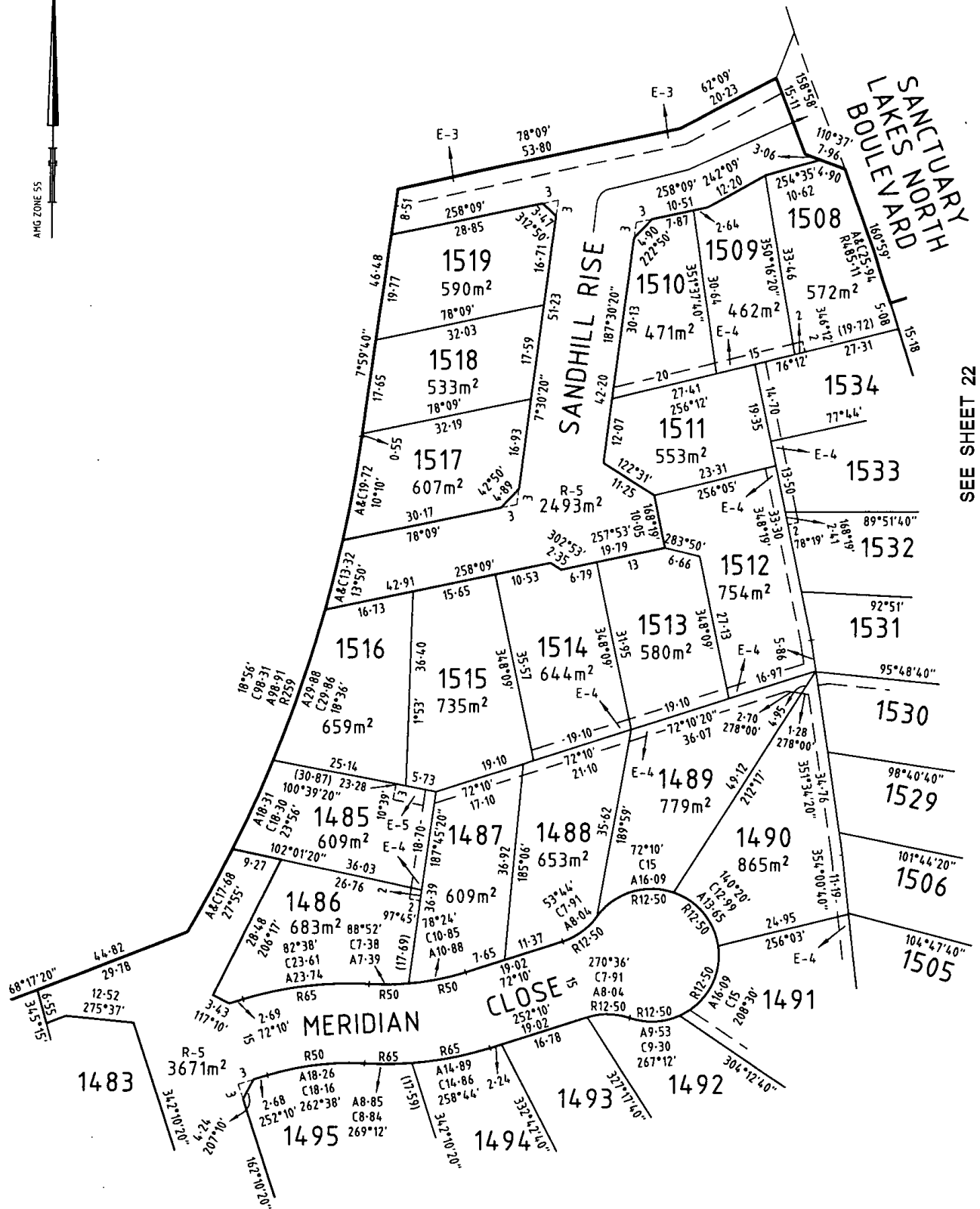
PLAN OF SUBDIVISION

Stage No

Plan Number

PS 511700W

ANG ZONE 55



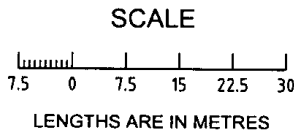
SEE SHEET 22

SEE SHEET 23

Sheet 21

Engineering & Surveying
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ORIGINAL SCALE SHEET SIZE
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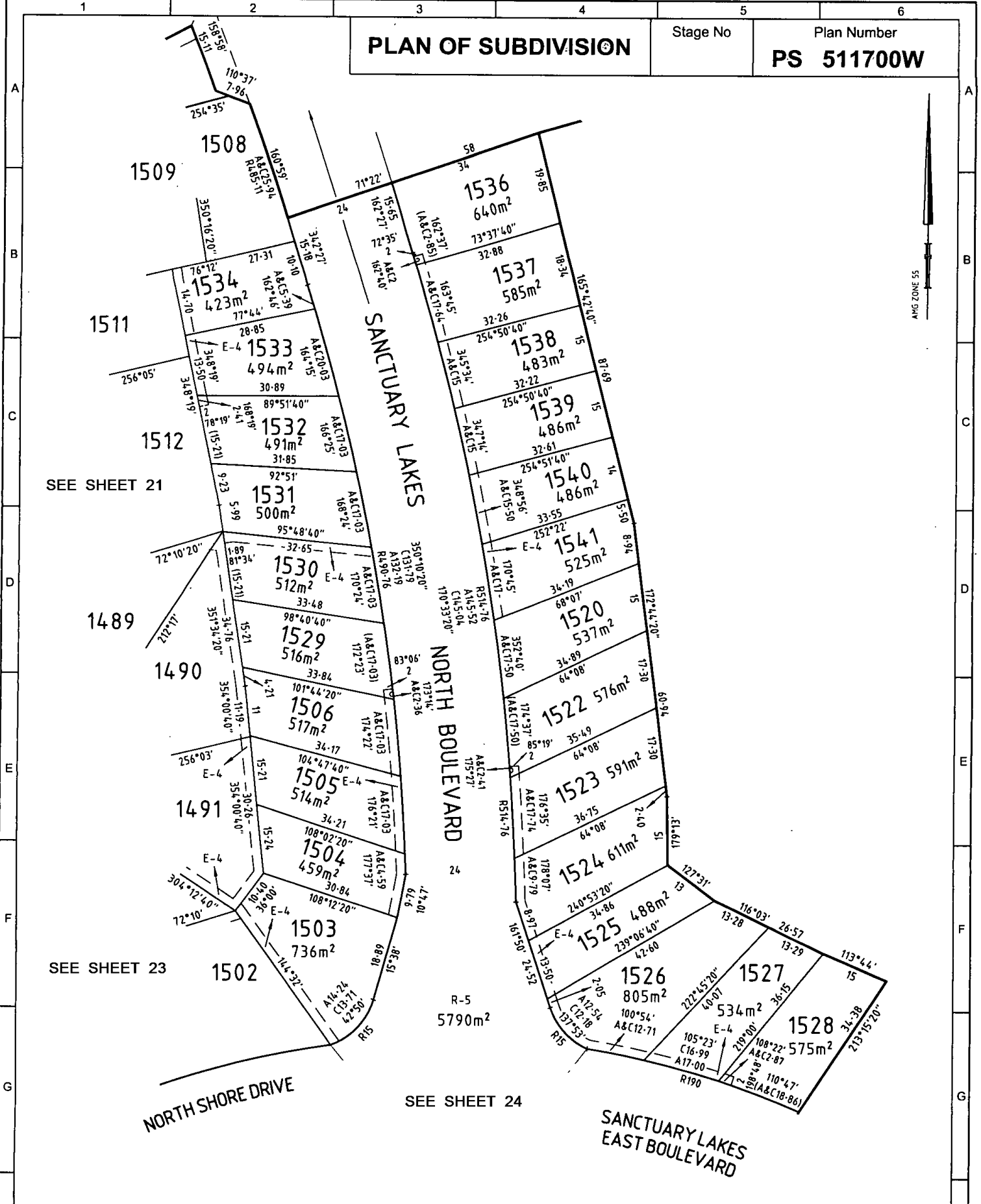
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PLAN OF SUBDIVISION

Stage No

Plan Number

PS 511700W



ANG ZONE 55

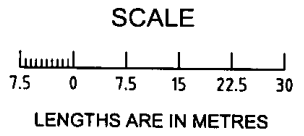
SEE SHEET 21

SEE SHEET 23

SEE SHEET 24

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ORIGINAL SCALE SHEET SIZE
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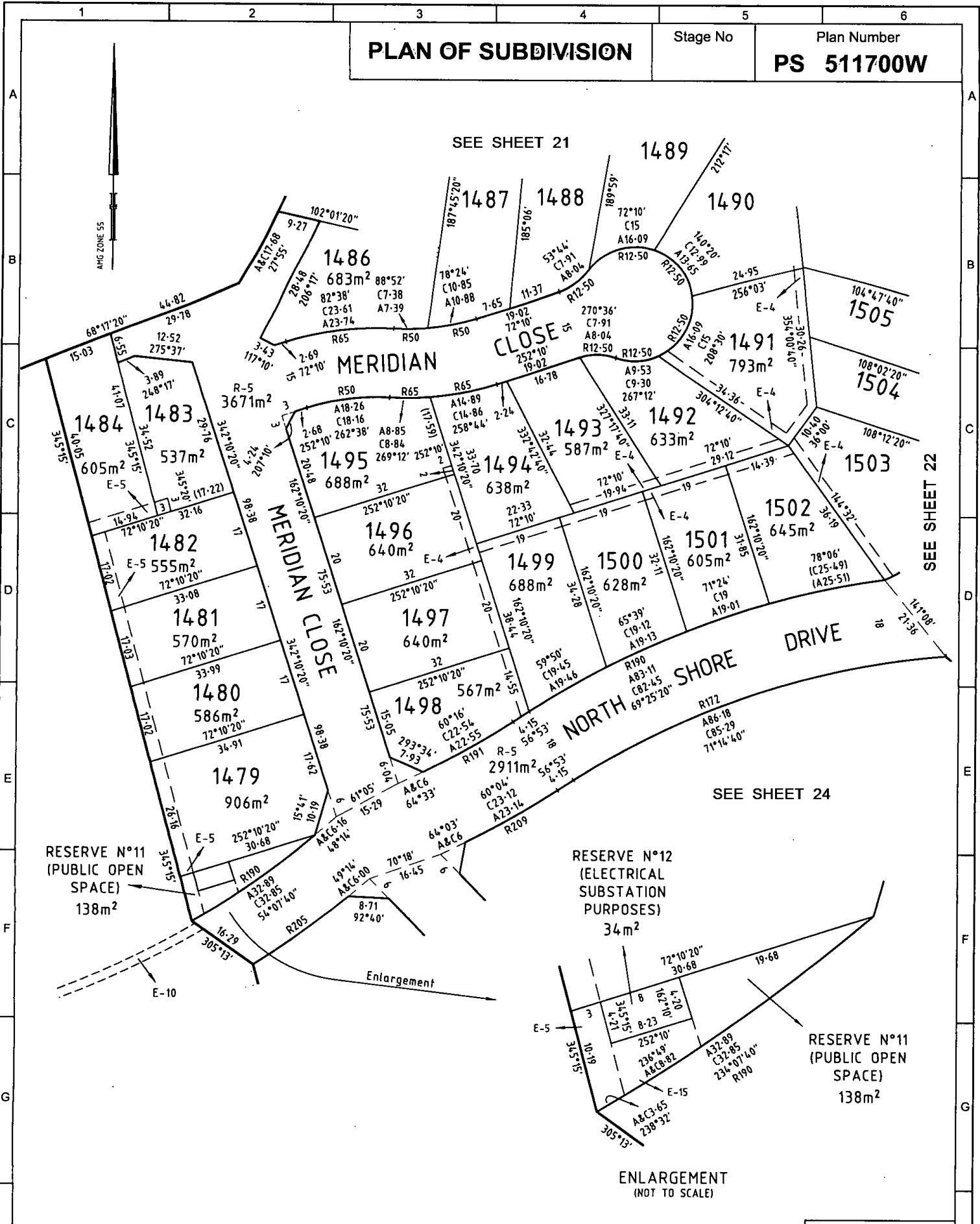
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Original sheet size A3

PLAN OF SUBDIVISION

Stage No

Plan Number

PS 511700W



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SCALE

LENGTHS ARE IN METRES

ORIGINAL
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SIZE

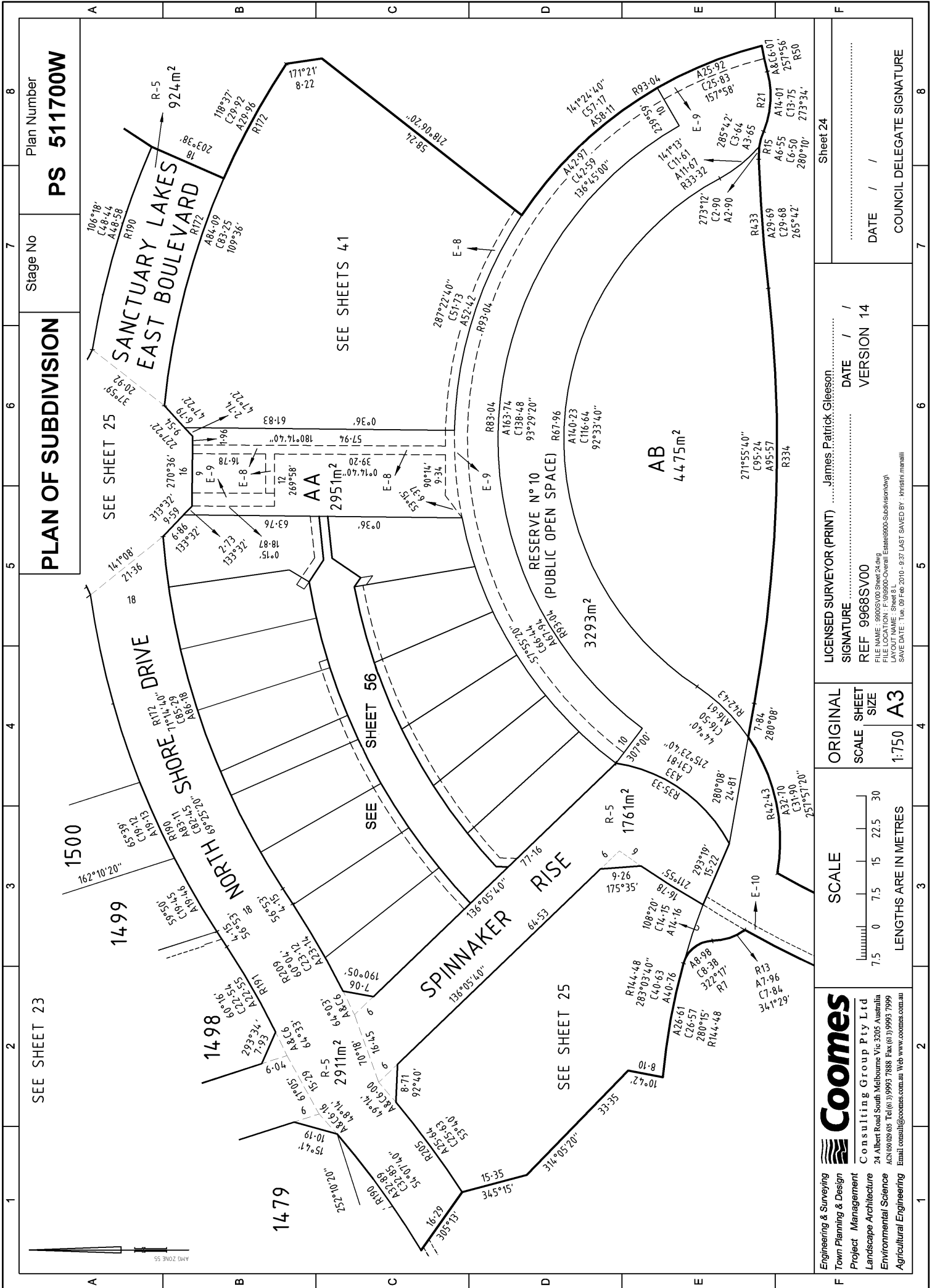
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Sheet 23

DATE 3/12/2004
COUNCIL DELEGATE
SIGNATURE

Original sheet size A3



Plan Number
PS 511700W

Stage No

PLAN OF SUBDIVISION

Sheet 24

DATE / /

COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) James Patrick Gleeson

SIGNATURE

DATE / /

VERSION 14

REF 9968SV00

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LAYOUT NAME: Sheet 8

SAVE DATE: Tue, 09 Feb 2010 - 9:37 LAST SAVED BY: kprishu marshall

ORIGINAL SCALE SHEET SIZE

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LENGTHS ARE IN METRES

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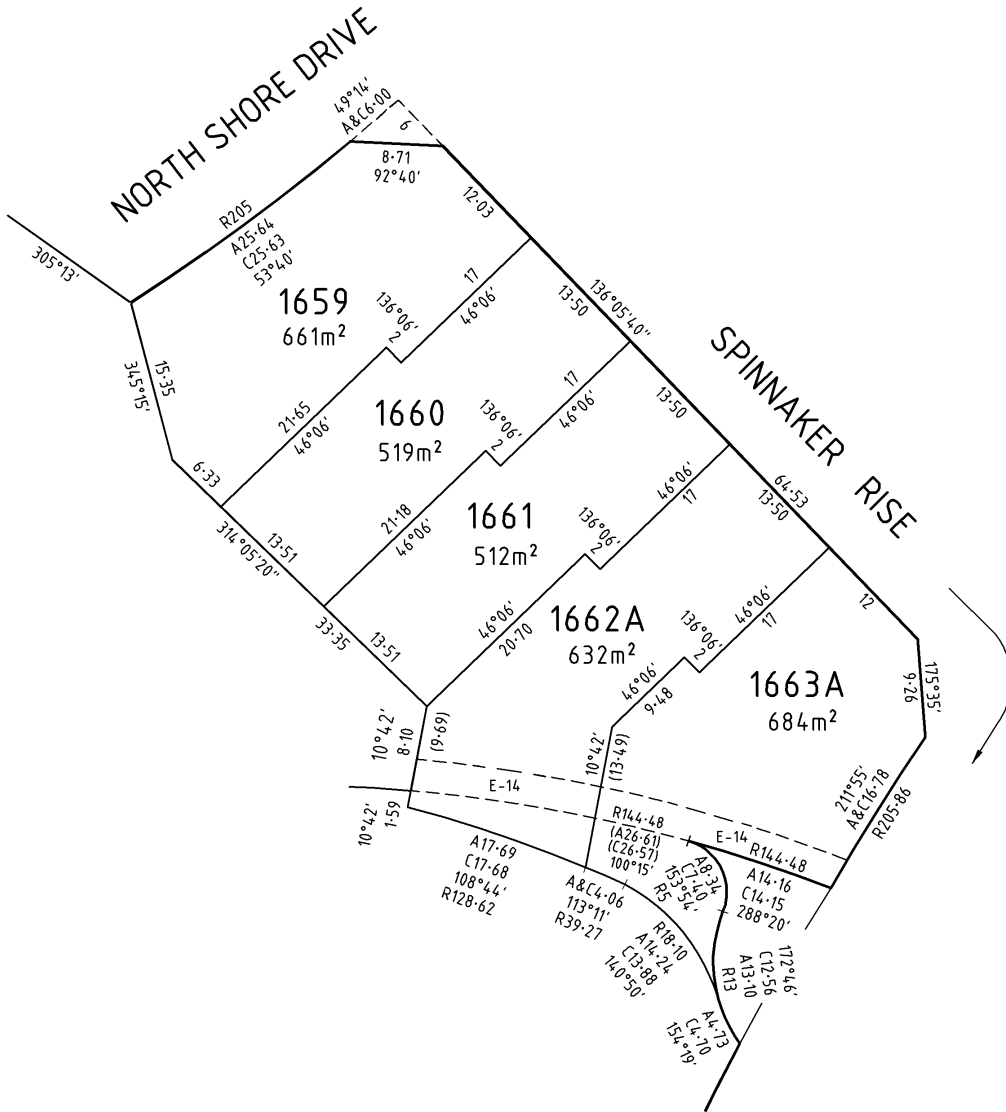
Consulting Group Pty Ltd
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A/CN 020263 Tel: (03) 9995 7888 Fax: (03) 9995 7999
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PLAN OF SUBDIVISION

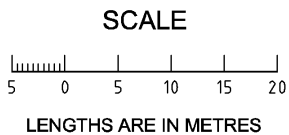
Stage No

Plan Number

PS 511700W



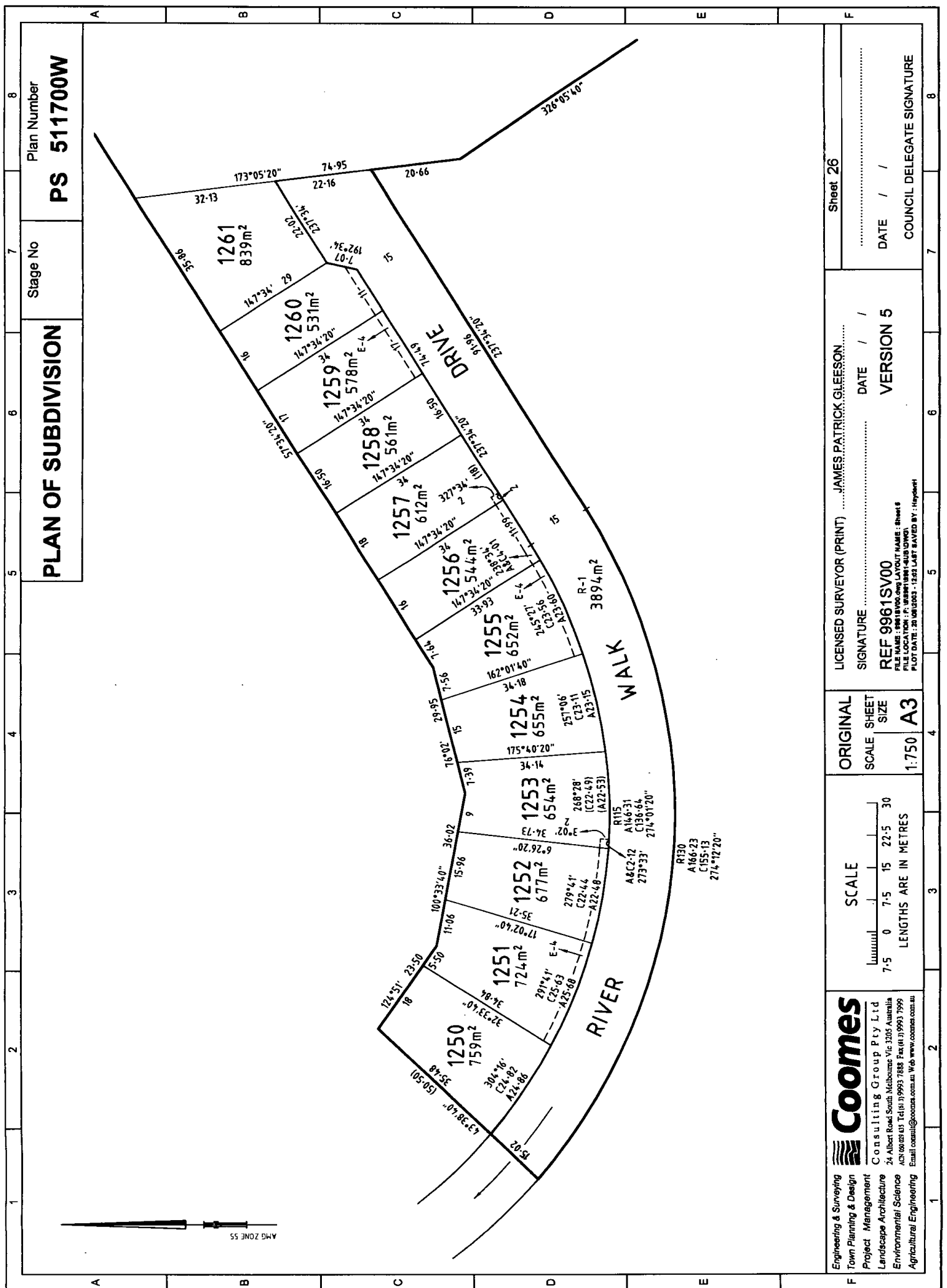
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ORIGINAL
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 SIZE
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LICENSED SURVEYOR **James Patrick Gleeson**
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 FILE LOCATION : F:\9900-Overall Estate\9900-Subdivision\dwg\
 LAYOUT NAME : Layout2
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Sheet **25**
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 Original sheet size A3



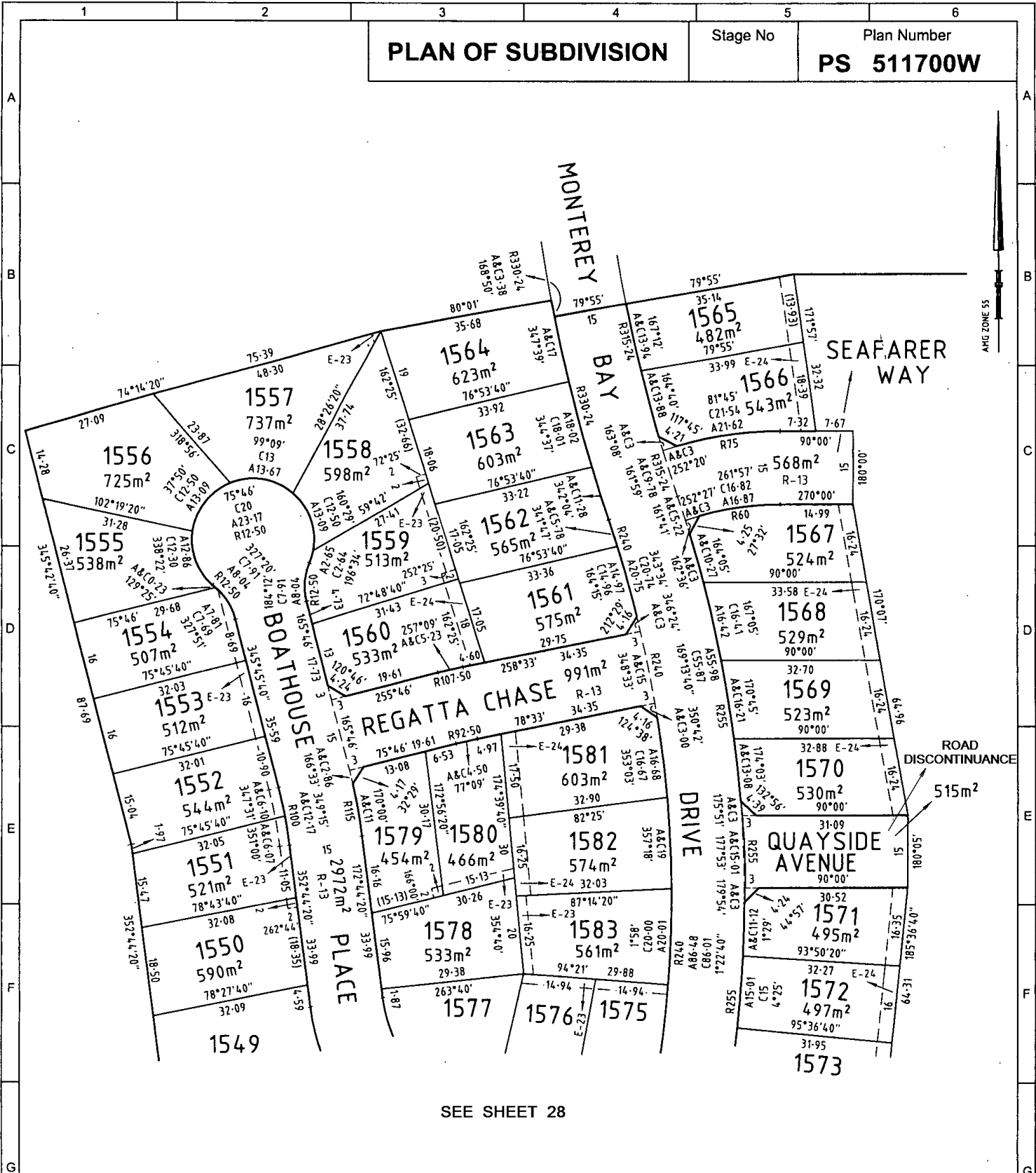
<p>Coomes Engineering & Surveying Town Planning & Design Project Management Landscape Architecture Environmental Science Agricultural Engineering</p> <p>24 Albert Road South Melbourne, Vic 3205 Australia ACT 06 05 03 Tel (61) 3 9993 7888 Fax (61) 3 9993 7999 Email: coomes@coomes.com.au Web: www.coomes.com.au</p>	<p>ORIGINAL SCALE SHEET SIZE 1:750 A3</p>	<p>SCALE 7.5 0 7.5 15 22.5 30 LENGTHS ARE IN METRES</p>	<p>LICENSED SURVEYOR (PRINT) JAMES PATRICK GLEESON</p> <p>SIGNATURE</p> <p>REF 9961SV00 FILE NAME: 9961SV00.DWG LAYOUT NAME: Sheet 6 FILE LOCATION: P:\9961SV00-SUB DIV\DWG PLOT DATE: 20/02/2003 - 12:25 LAST SAVED BY: HaydenH</p>	<p>LICENSED SURVEYOR (PRINT) JAMES PATRICK GLEESON</p> <p>SIGNATURE</p> <p>DATE / /</p> <p>VERSION 5</p>	<p>Sheet 26</p> <p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p>
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PLAN OF SUBDIVISION

Stage No

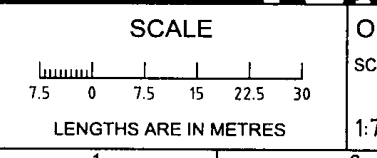
Plan Number

PS 511700W



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 T 61 3 5831 4448 F 61 3 5831 4449

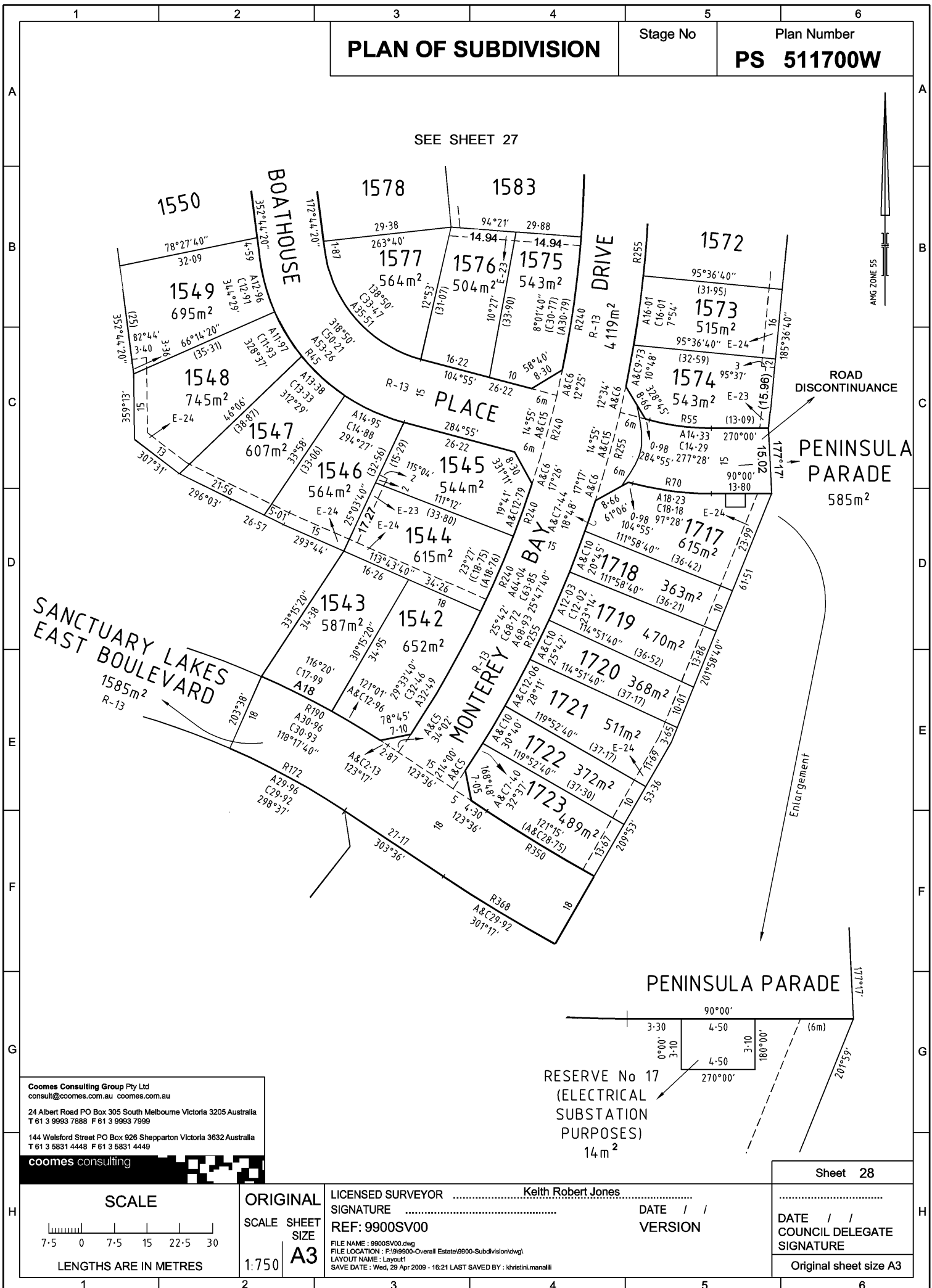


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DATE / /
 VERSION 9

Sheet 27
 DATE / /
 COUNCIL DELEGATE
 SIGNATURE
 Original sheet size A3



PLAN OF SUBDIVISION

Stage No

Plan Number

PS 511700W

SEE SHEET 27

SANCTUARY LAKES EAST BOULEVARD

MONTEREY BAY DRIVE

PENINSULA PARADE

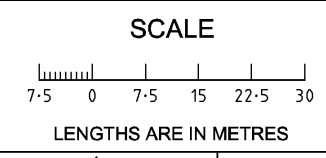
PENINSULA PARADE

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ORIGINAL SCALE SHEET SIZE
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LICENSED SURVEYOR **Keith Robert Jones**

SIGNATURE

DATE / /

VERSION

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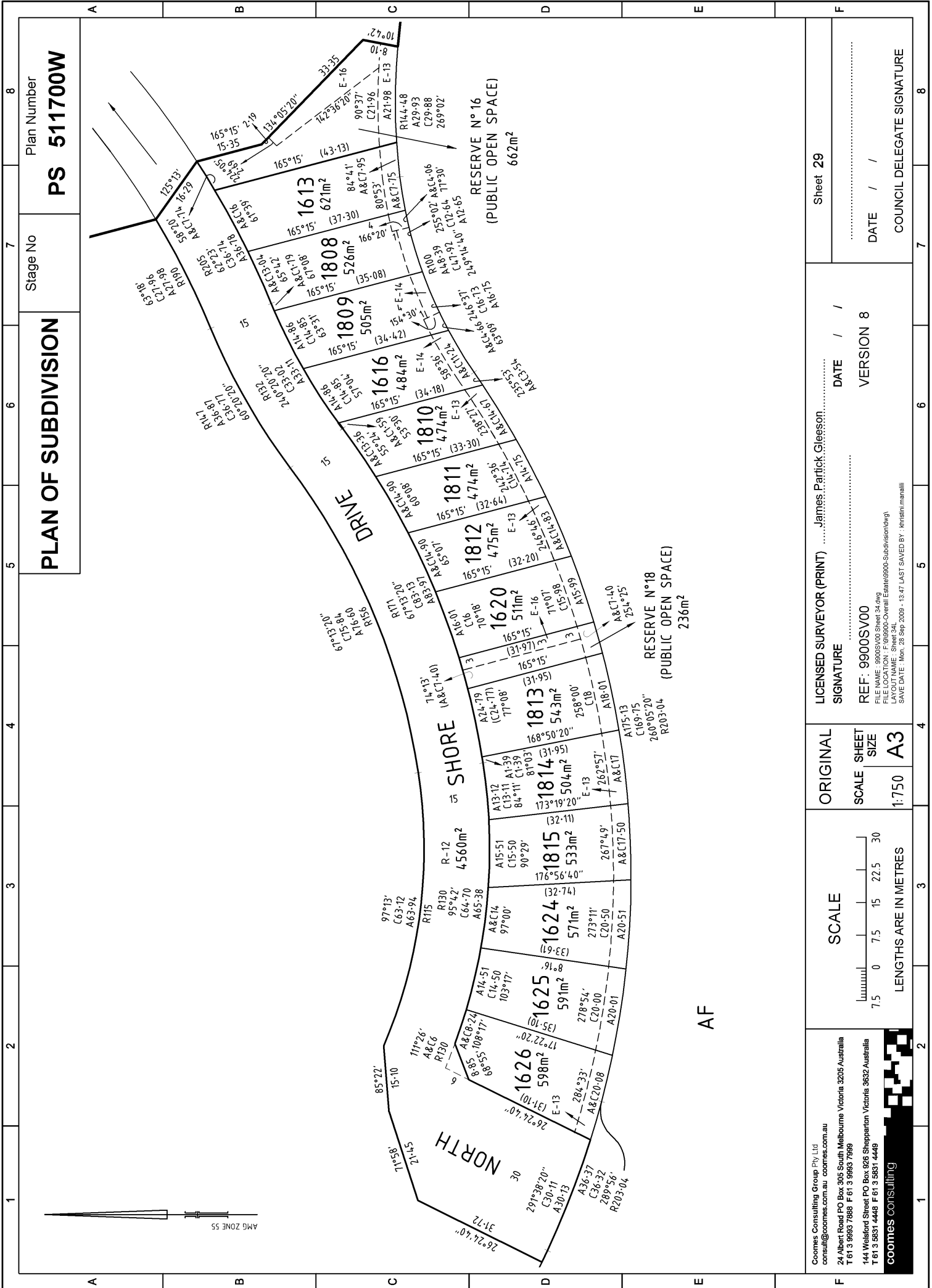
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Sheet 28

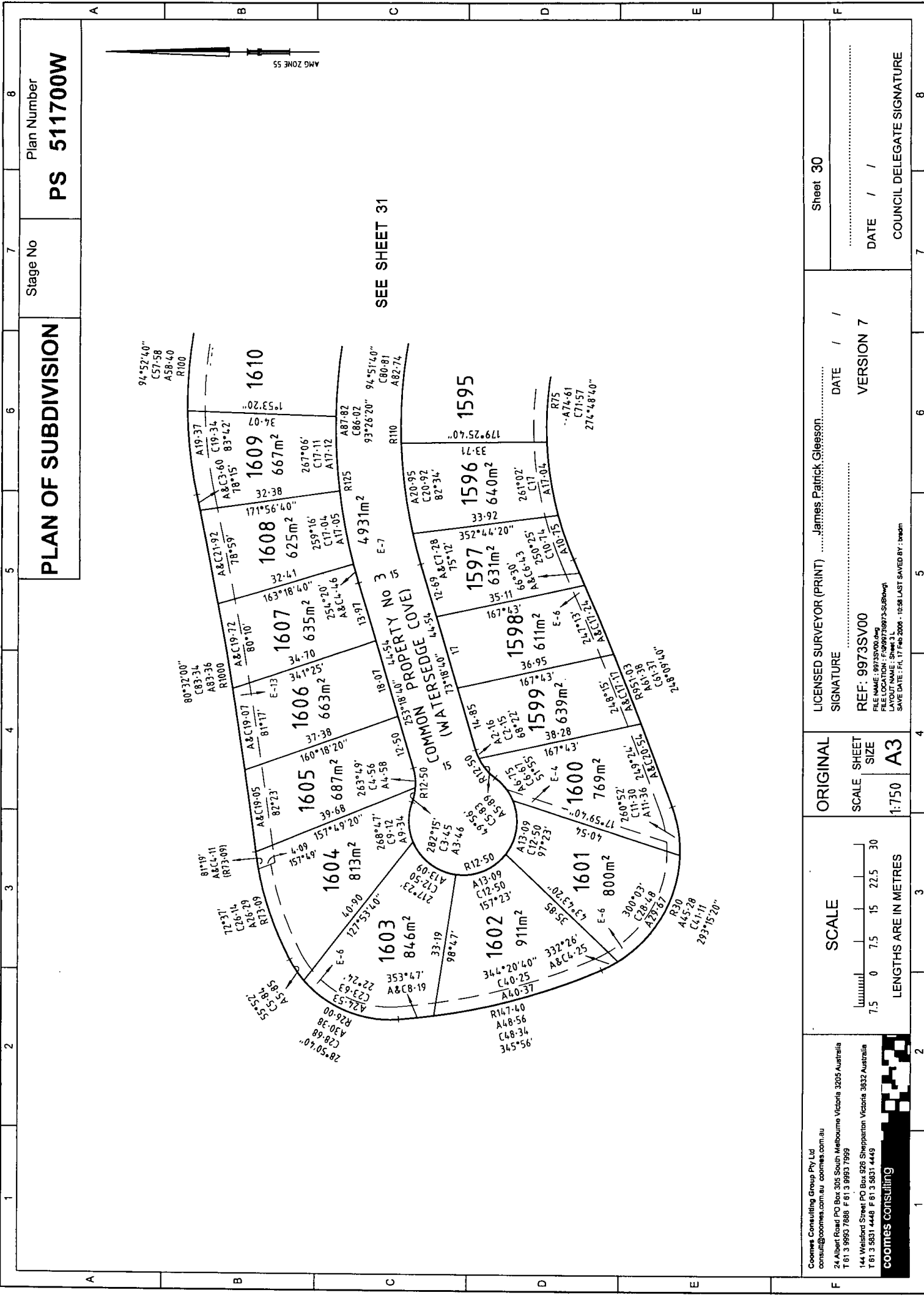
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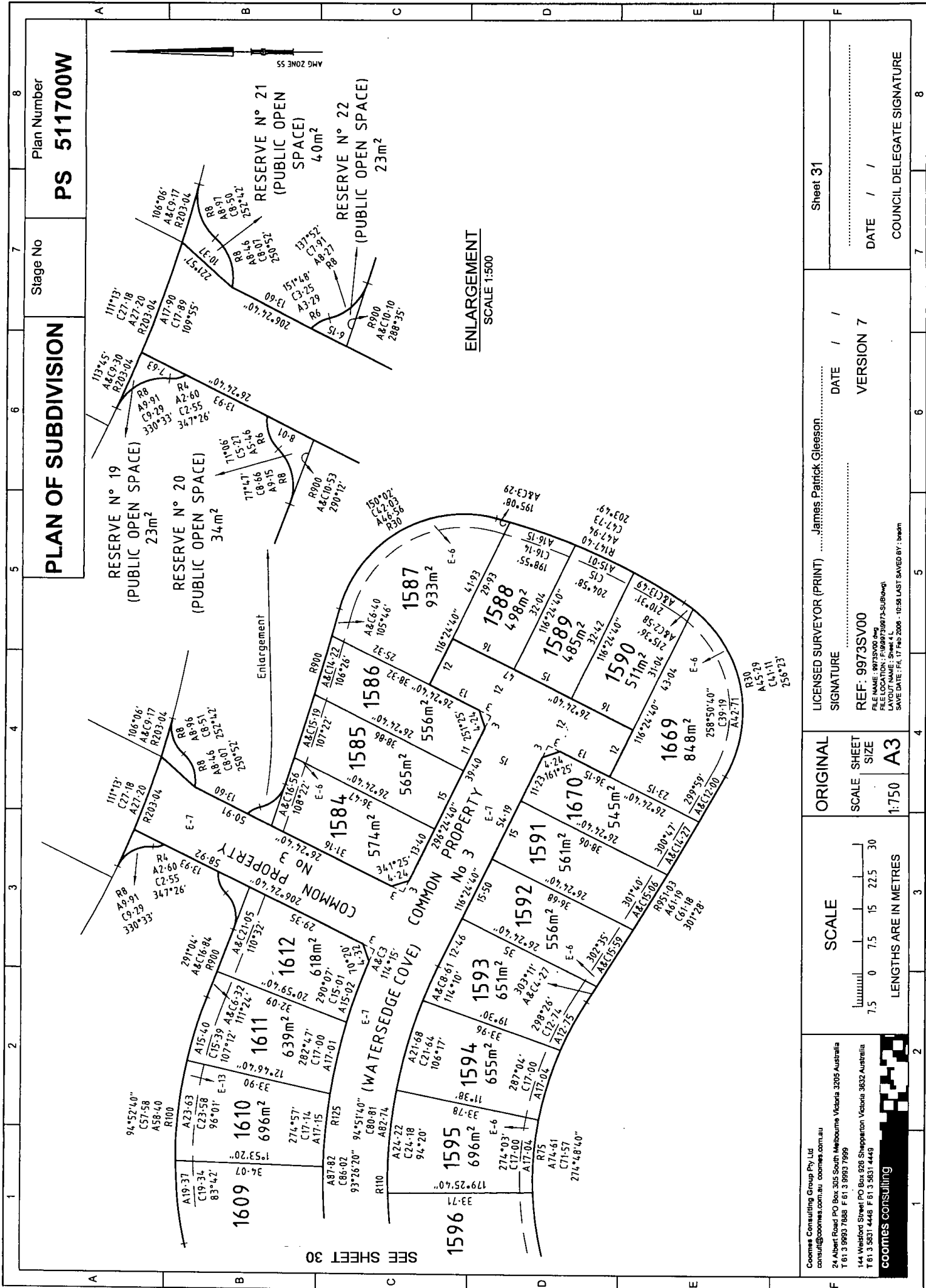
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<p>SCALE</p> <p>LENGTHS ARE IN METRES</p> <p>7.5 0 7.5 15 22.5 30</p>	<p>Coomes Consulting Group Pty Ltd</p> <p>consult@coomes.com.au coomes.com.au</p> <p>24 Albert Road PO Box 305 South Melbourne Victoria 3205 Australia</p> <p>T 61 3 9983 7888 F 61 3 9983 7999</p> <p>144 Welford Street PO Box 926 Shepparton Victoria 3632 Australia</p> <p>T 61 3 5831 4448 F 61 3 5831 4449</p> <p>coomes consulting</p>



1	2	3	4	5	6	7	8
<p>Coomes Consulting Group Pty Ltd consult@coomes.com.au coomes.com.au 24 Albert Road PO Box 305 South Melbourne Victoria 3205 Australia T 61 3 9993 7888 F 61 3 9993 7999 144 Weisbord Street PO Box 926 Shepparton Victoria 3632 Australia T 61 3 5831 4448 F 61 3 5831 4449 coomes consulting</p>		<p>SCALE</p> <p>LENGTHS ARE IN METRES</p>		<p>ORIGINAL</p> <p>SCALE SHEET SIZE 1:750 A3</p>		<p>LICENSED SURVEYOR (PRINT) James Patrick Gleeson SIGNATURE REF: 9973SV00 FILE NAME: 9973SV00.dwg FILE LOCATION: F:\9973\9973-SUBDIV\DWG LAYOUT NAME: Sheet 31 SAVE DATE: Fri, 17 Feb 2006 - 10:56 LAST SAVED BY: beam</p>	
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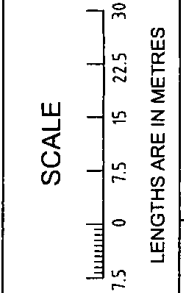


ENLARGEMENT
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PLAN OF SUBDIVISION
Stage No **PS 511700W**
Plan Number

LICENSED SURVEYOR (PRINT) James Patrick Gleeson
SIGNATURE
DATE / /
VERSION 7
DATE / /
COUNCIL DELEGATE SIGNATURE

ORIGINAL SCALE SHEET SIZE
1:750 A3



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SEE SHEET 30

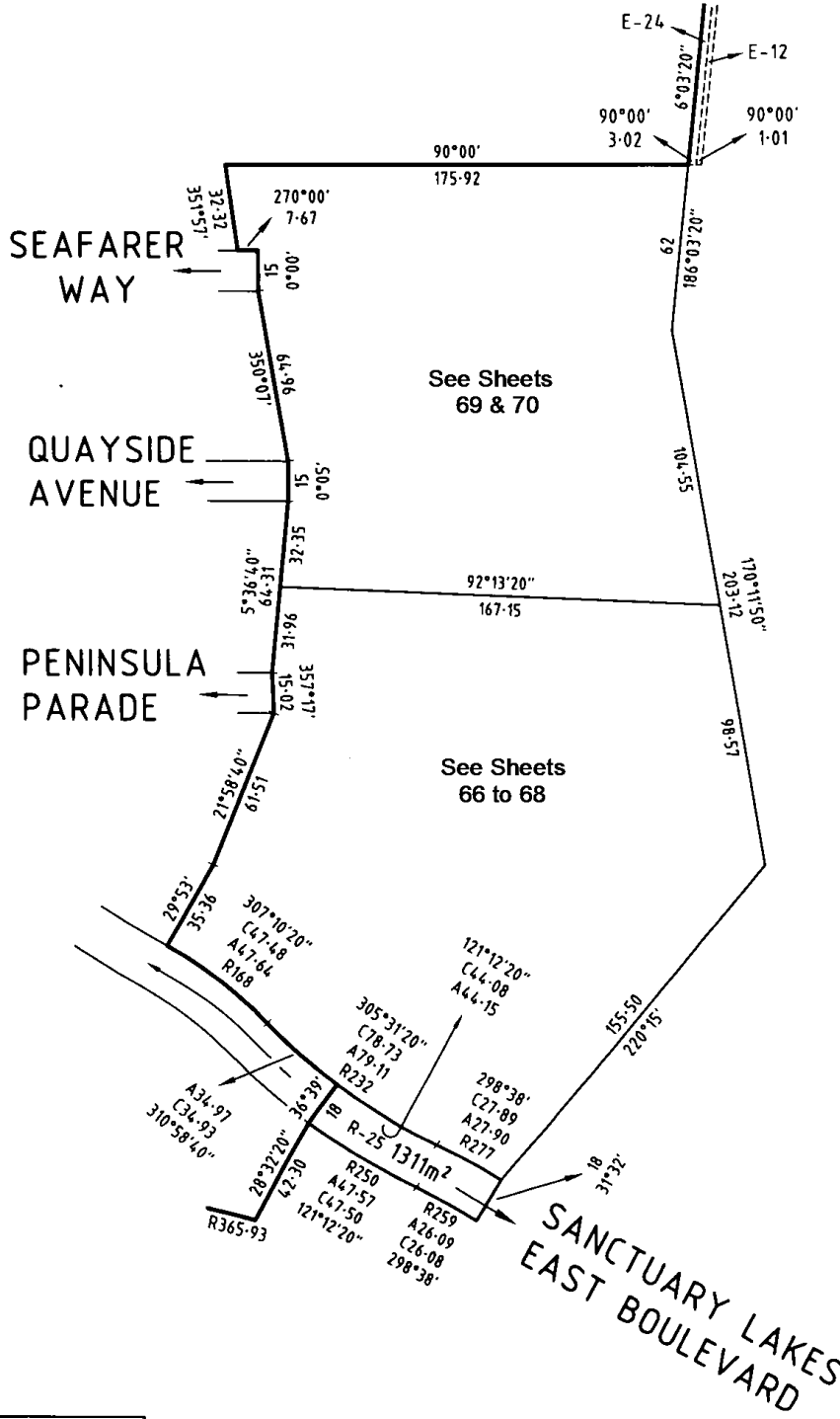
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PLAN OF SUBDIVISION

Stage No

Plan Number

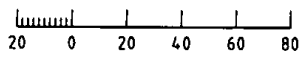
PS 511700W



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 T 61 3 5249 6888 F 61 3 5249 6899



SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET SIZE
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LICENSED SURVEYOR **James Patrick Gleeson**

SIGNATURE

DATE / /

REF: 9988SV00

VERSION 3

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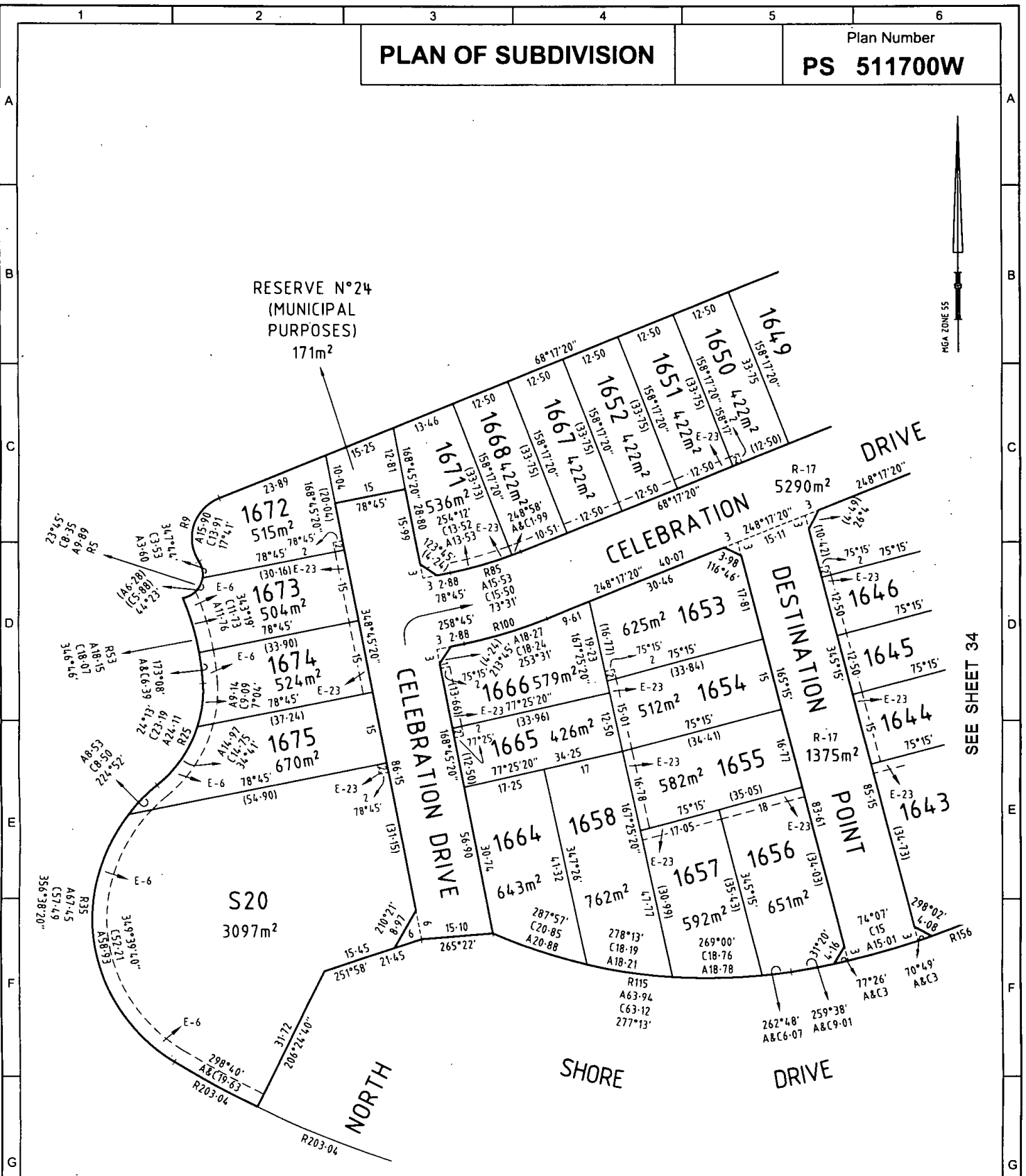
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DATE / /
 COUNCIL DELEGATE
 SIGNATURE

Original sheet size A3

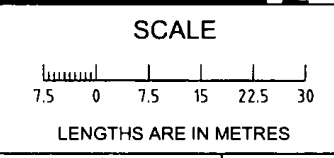
PLAN OF SUBDIVISION

Plan Number
PS 511700W



SEE SHEET 34

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ORIGINAL
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LICENSED SURVEYOR **James Patrick Gleeson**
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SAVE DATE: Wed, 13 Aug 2008 - 8:13 LAST SAVED BY: stephen howe

DATE 27/06/2008
VERSION 11

Sheet 33
DATE 4 / 8 / 2008
COUNCIL DELEGATE
SIGNATURE
Original sheet size A3

PLAN OF SUBDIVISION

Plan Number
PS 511700W

RESERVE N°23
(MUNICIPAL
PURPOSES)
303m²

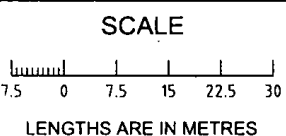
HGA ZONE 55

MERIDIAN CLOSE



SEE SHEET 33

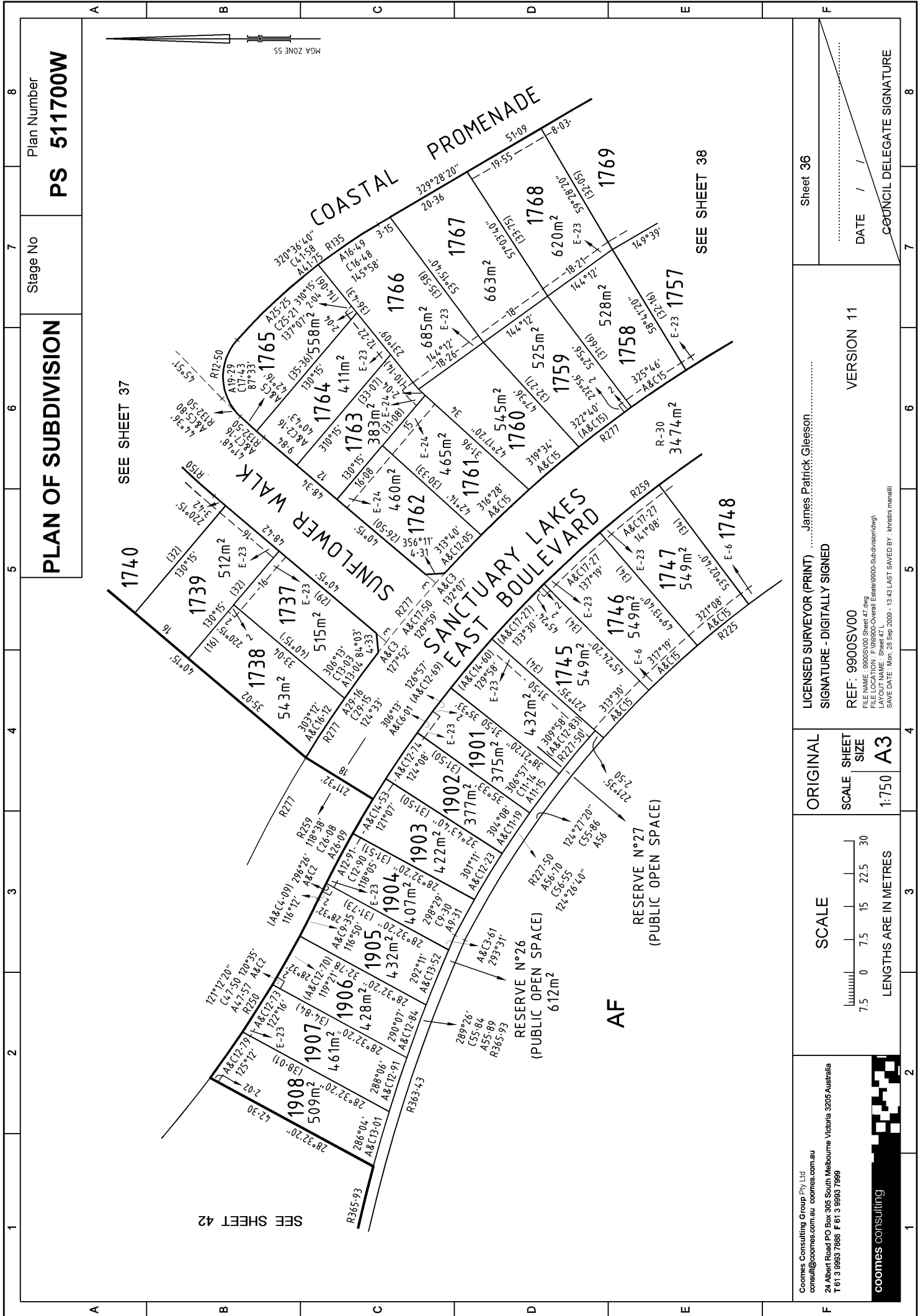
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144 Welsford Street PO Box 926 Shepparton Victoria 3632 Australia
T 61 3 5831 4448 F 61 3 5831 4449
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ORIGINAL
SCALE SHEET SIZE
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LICENSED SURVEYOR **James Patrick Gleeson**
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DATE 21/06/2008
VERSION 11
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LAYOUT NAME : Sheet 4_P
SAVE DATE : Wed, 13 Aug 2008 - 8:13 LAST SAVED BY : stephan.howe

Sheet 34
DATE 4 / 8 / 2008
COUNCIL DELEGATE
SIGNATURE
Original sheet size A3



LICENSED SURVEYOR (PRINT) James Patrick Gleeson
 SIGNATURE - DIGITALLY SIGNED
 REF: 9900SV00
 FILE NAME: 9900SV00_Sheet_42.dwg
 FILE LOCATION: F:\9900-Coverall Estate\9900-Subdivision\dwg
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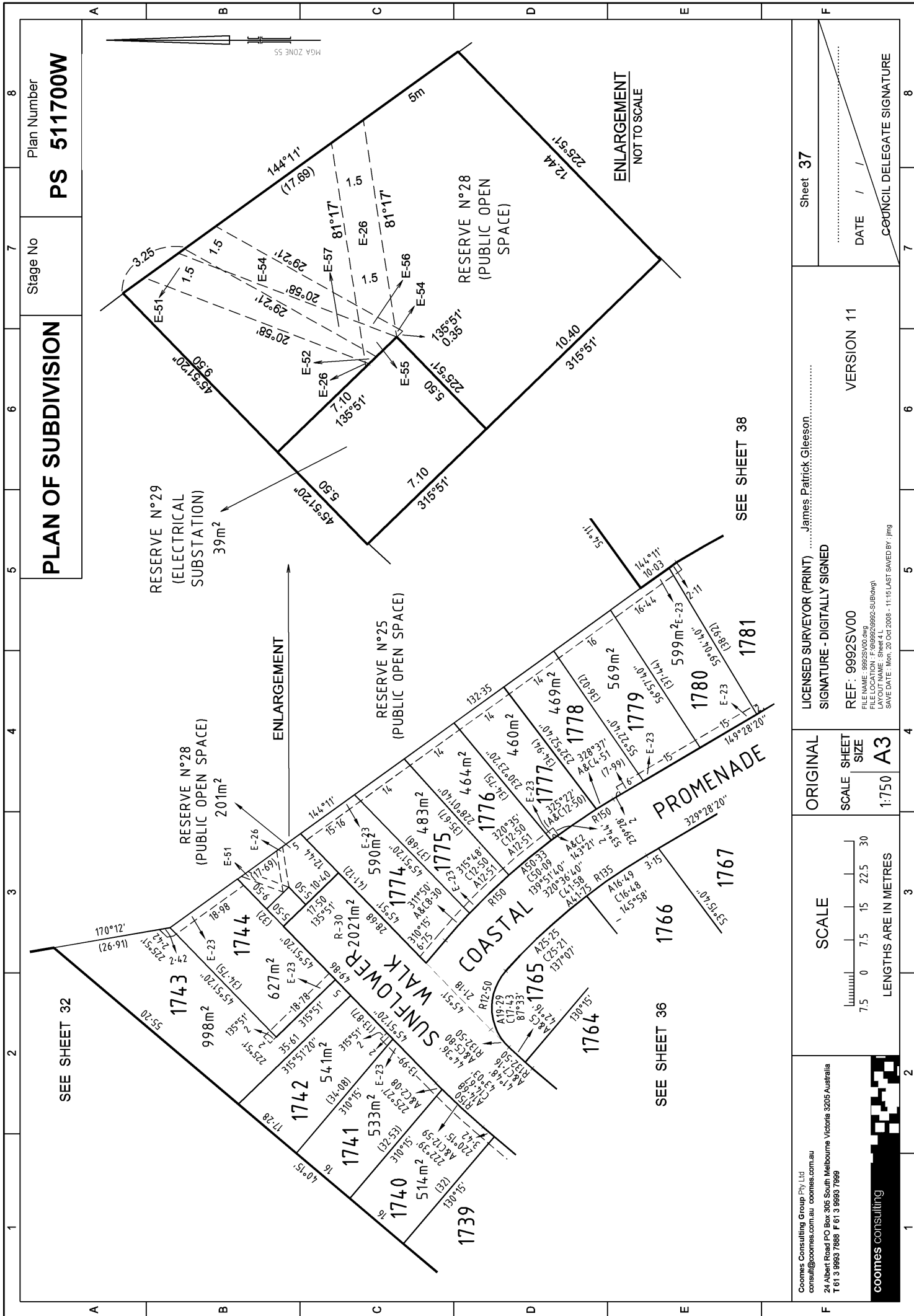
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VERSION 11
 DATE / /
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Sheet 36

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SCALE

7.5 0 7.5 15 22.5 30

LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE

1:750 A3

LICENSED SURVEYOR (PRINT) James Patrick Gleeson
SIGNATURE - DIGITALLY SIGNED

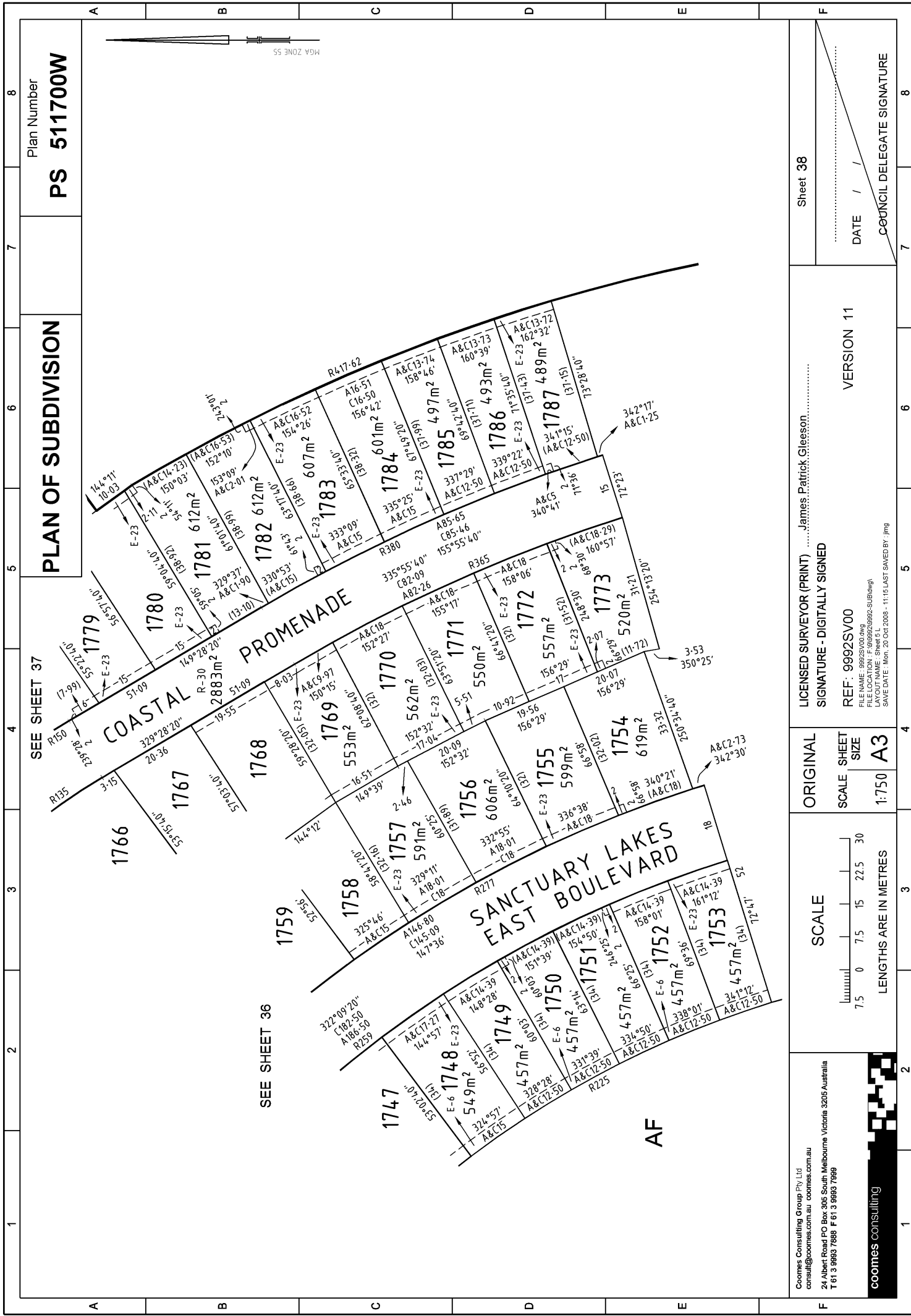
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FILE LOCATION: F:\9992SV00\9992SV00.dwg
LAYOUT NAME: Sheet 4.L
SAVE DATE: Mon, 20 Oct 2008 - 11:15 LAST SAVED BY: jmg

VERSION 11

Sheet 37

DATE / /

COUNCIL DELEGATE SIGNATURE



Plan Number
PS 511700W

PLAN OF SUBDIVISION

SEE SHEET 37

SEE SHEET 36


Sheet 38
DATE / /
COUNCIL DELEGATE SIGNATURE

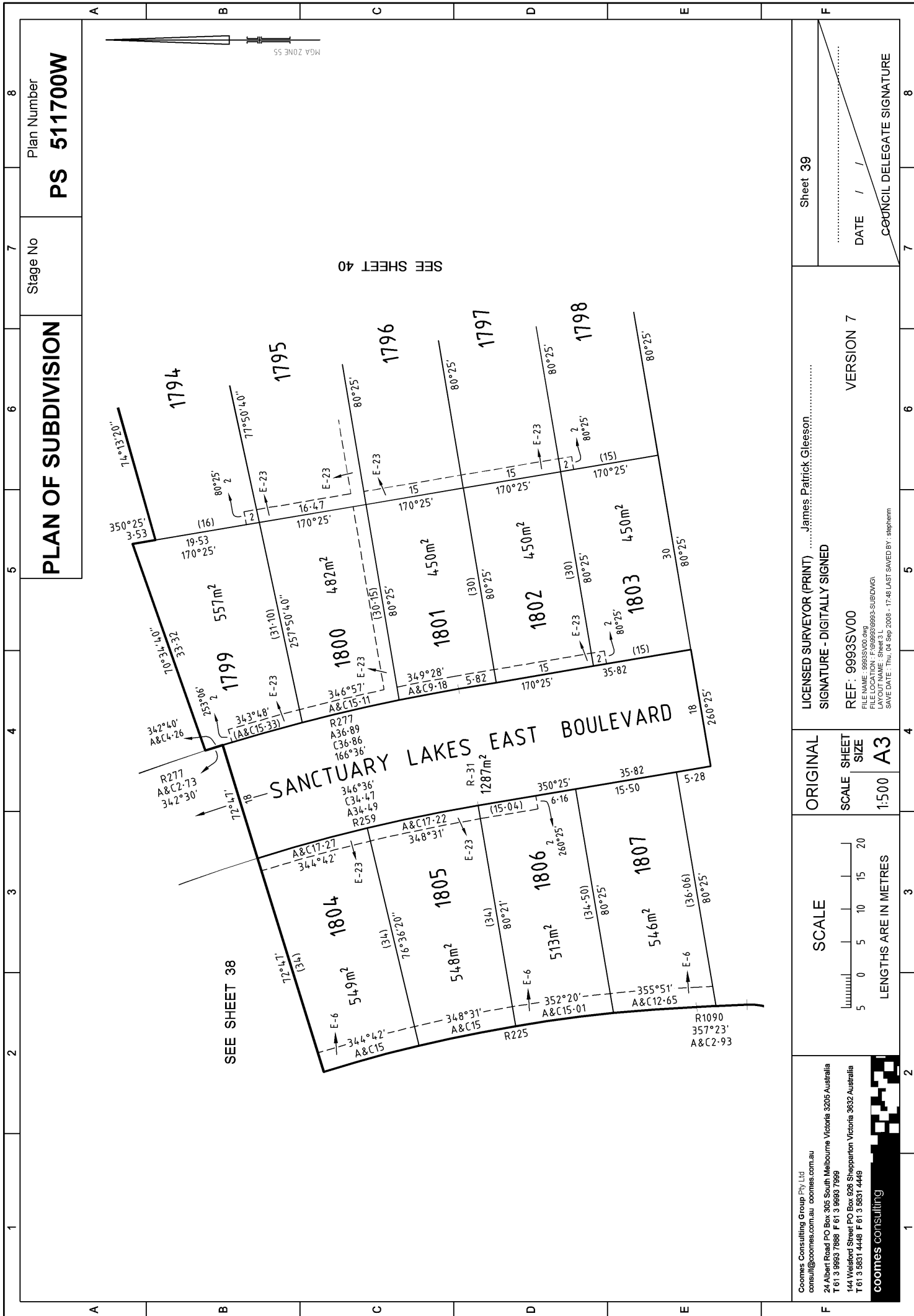
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LAYOUT NAME: Sheet 5 L
SAVE DATE: Mon, 20 Oct 2008 - 11:15 LAST SAVED BY: jmg

ORIGINAL SCALE SHEET SIZE
1:750 A3

SCALE
LENGTHS ARE IN METRES
7.5 0 7.5 15 22.5 30

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PLAN OF SUBDIVISION

Stage No

Plan Number

PS 511700W

Sheet 39

VERSION 7

LICENSED SURVEYOR (PRINT) James Patrick Gleeson

SIGNATURE - DIGITALLY SIGNED

REF: 9993SV00

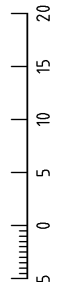
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ORIGINAL

SHEET SIZE

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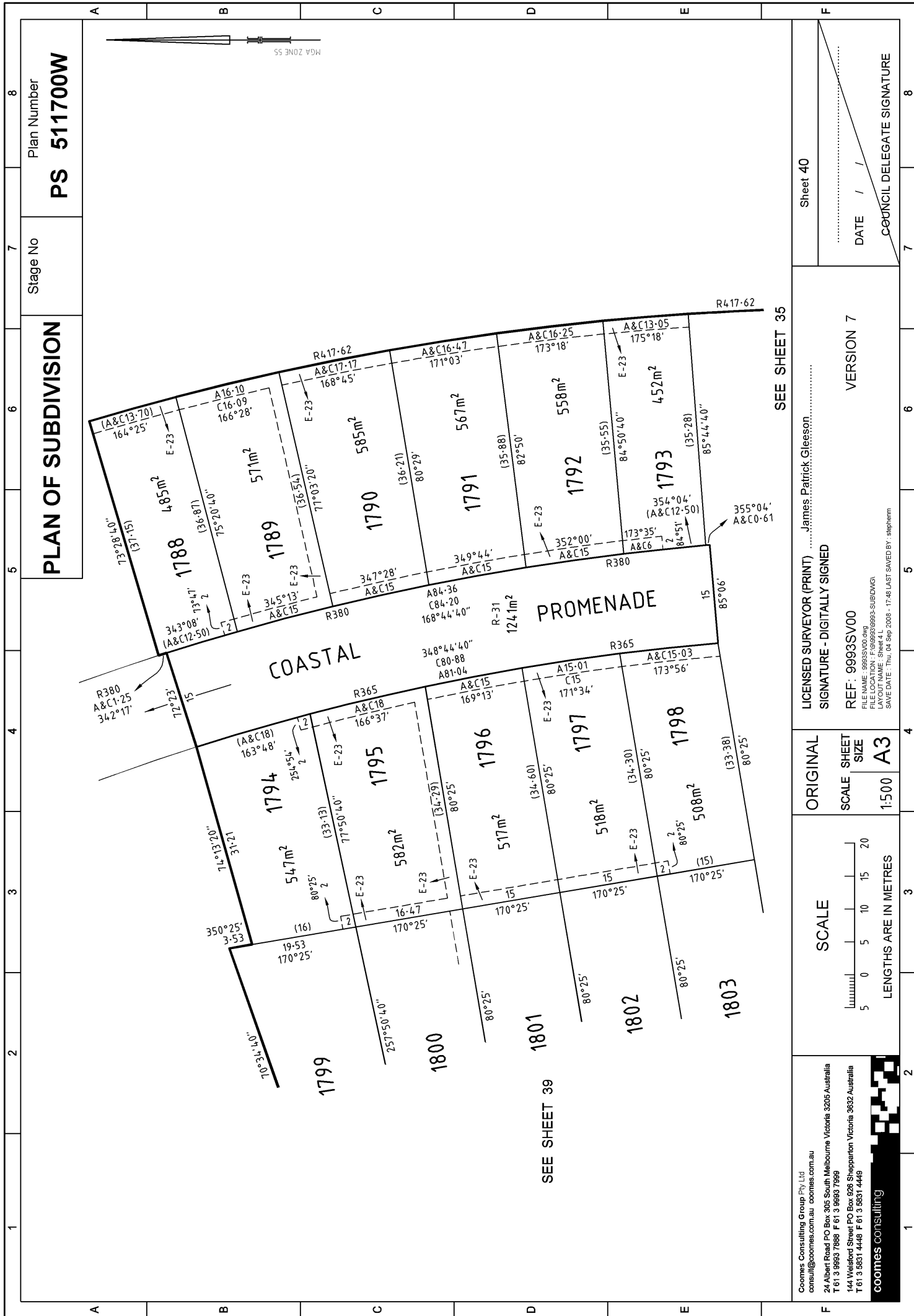
SCALE



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Plan Number
PS 511700W

Stage No
7

PLAN OF SUBDIVISION

Sheet 40

DATE / /
COUNCIL DELEGATE SIGNATURE

SEE SHEET 35

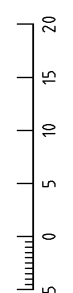
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SIGNATURE - DIGITALLY SIGNED

VERSION 7

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LAYOUT NAME: Sheet 4.L
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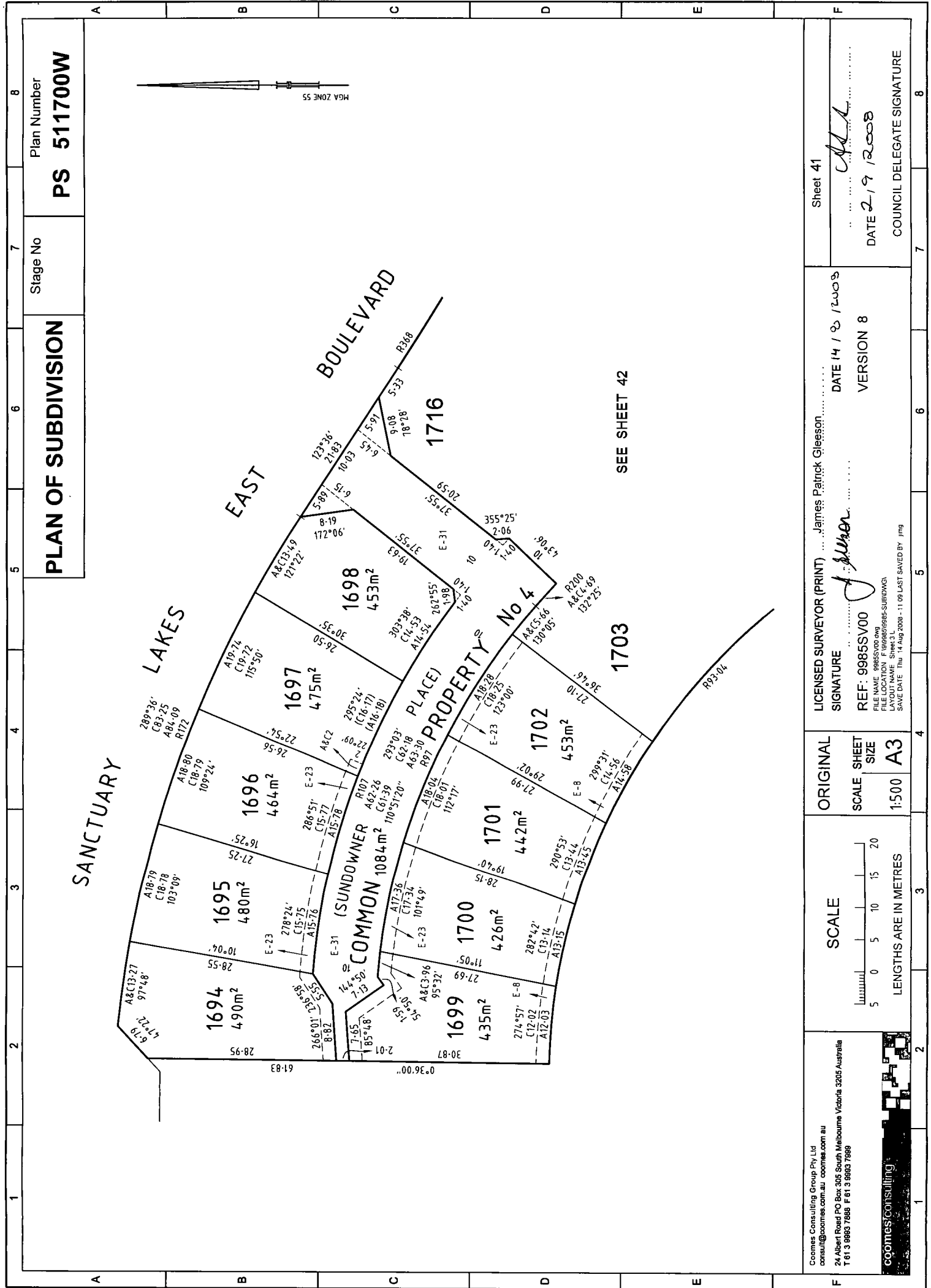
ORIGINAL SHEET SIZE
SCALE 1:500
A3

SCALE



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PLAN OF SUBDIVISION

Stage No

Plan Number
PS 511700W

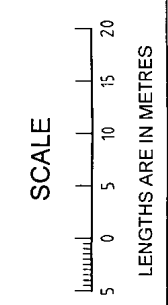
Sheet 41

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 SIGNATURE *J. Gleeson*
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 FILE LOCATION: F:\9985\9985-SUBDIV\DWG
 LAYOUT NAME: Sheet 41
 SAVE DATE: Thu 14 Aug 2008 - 11:09 LAST SAVED BY: jmg

DATE 14 / 08 / 2008
 VERSION 8

DATE 2 / 9 / 2008
 COUNCIL DELEGATE SIGNATURE

ORIGINAL SCALE SHEET SIZE
 1:500 A3



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SEE SHEET 42

PS511700W

PLAN OF SUBDIVISION

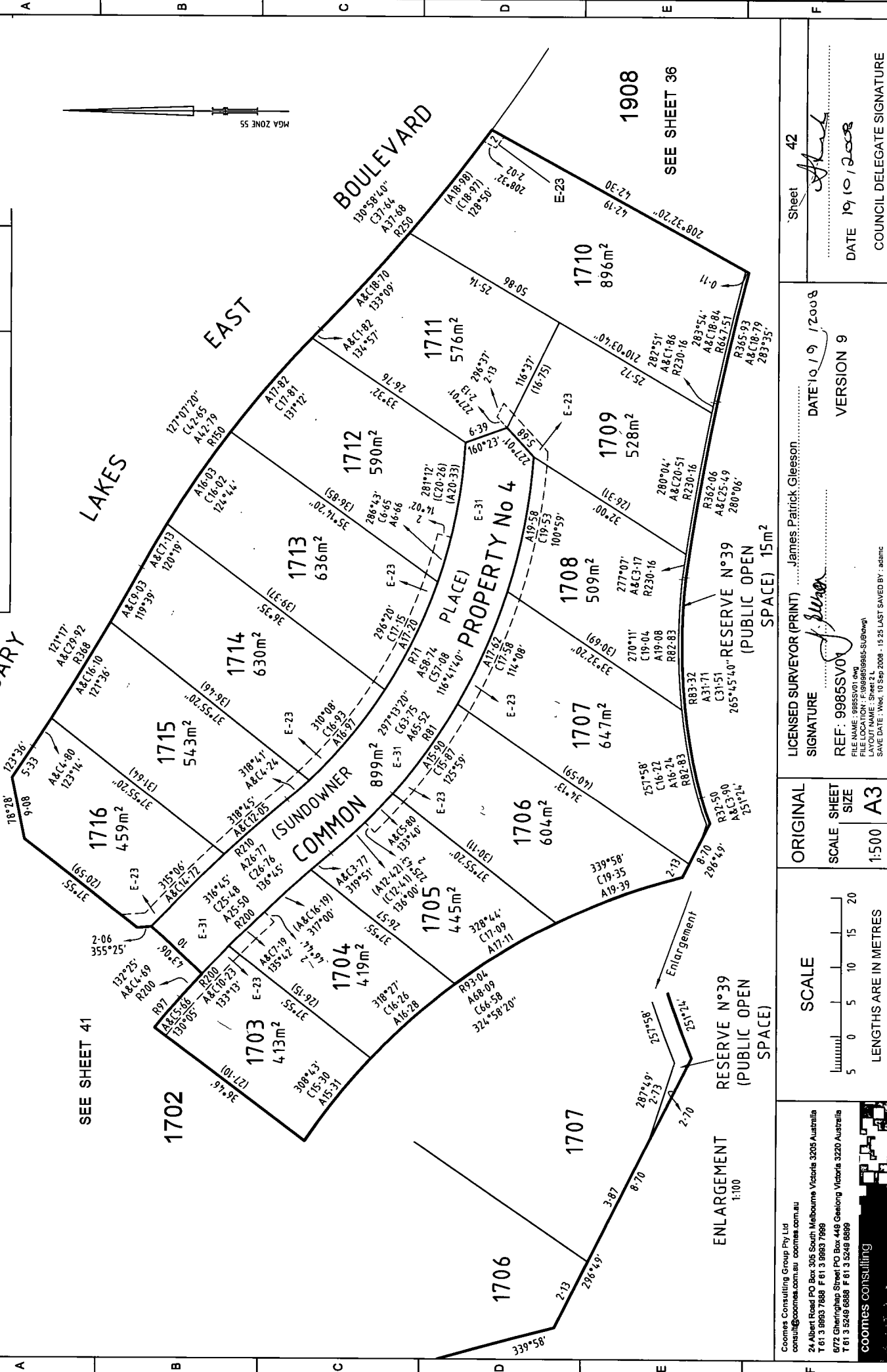
Stage No

SANCTUARY LAKES EAST

BOULEVARD

PROPERTY No 4

COMMON (SUNDOWNER)



SEE SHEET 41

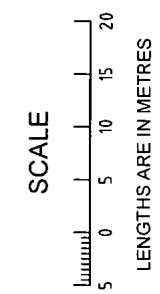
SEE SHEET 36

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 LAYOUT NAME: Sheet 2 L
 SAVE DATE: Wed, 10 Sep 2009 - 15:25 LAST SAVED BY: adamc

DATE 10/10/2009
 VERSION 9

RESERVE N°39
 (PUBLIC OPEN SPACE) 15m²

ORIGINAL SCALE SHEET SIZE
 1:500 A3



ENLARGEMENT 1:100
 RESERVE N°39
 (PUBLIC OPEN SPACE)

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 672 Cheringhap Street PO Box 449 Geelong Victoria 3220 Australia
 T 61 3 5249 6888 F 61 3 5249 6896
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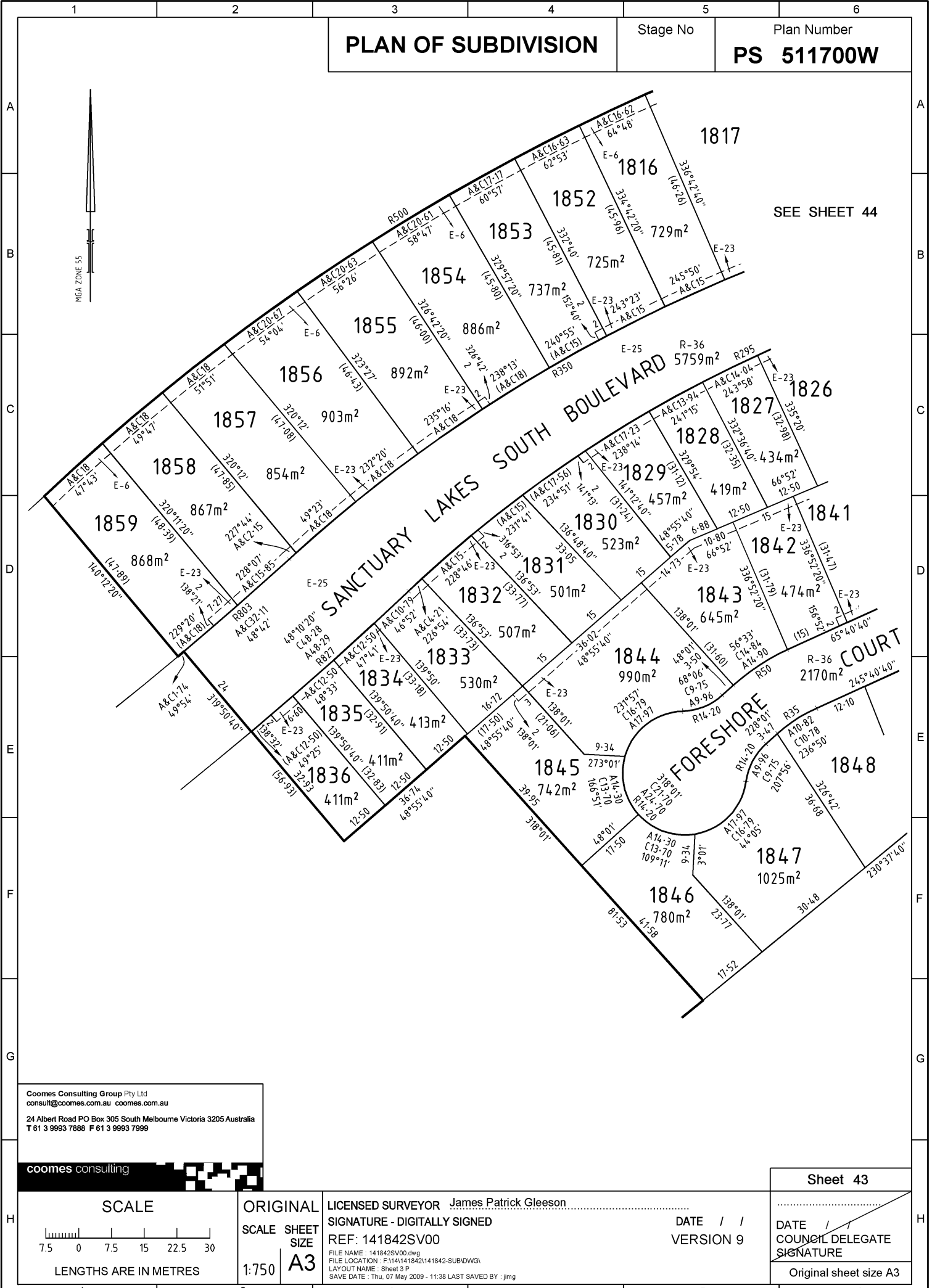
Sheet 42
 DATE 10/10/2009
 VERSION 9
 COUNCIL DELEGATE SIGNATURE
 DATE 10/10/2009

PLAN OF SUBDIVISION

Stage No

Plan Number

PS 511700W

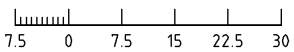


SEE SHEET 44

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SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET SIZE
 1:750 A3

LICENSED SURVEYOR James Patrick Gleeson

SIGNATURE - DIGITALLY SIGNED

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FILE LOCATION: F:\141842\141842-SUB\DWG\

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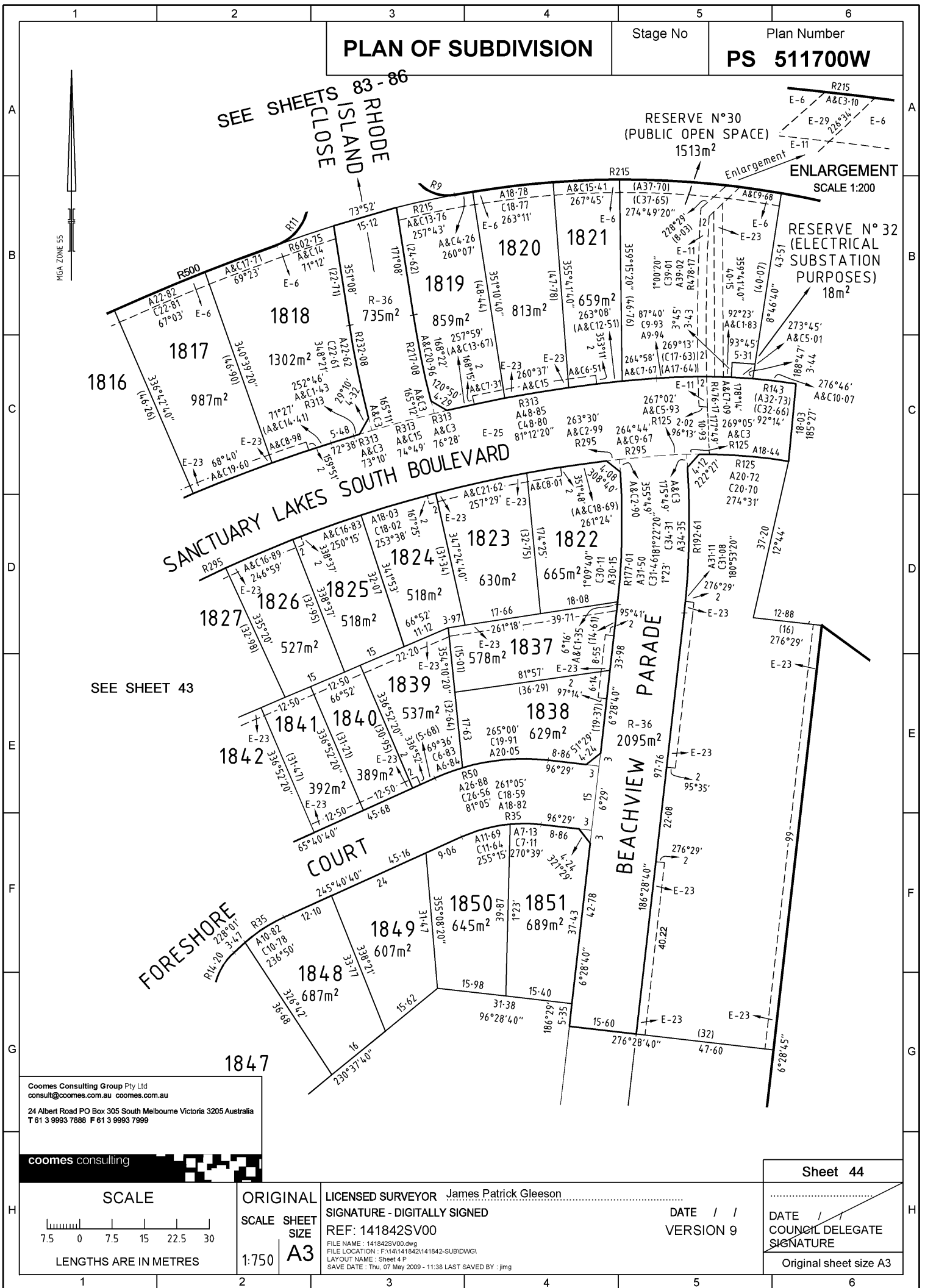
SAVE DATE: Thu, 07 May 2009 - 11:38 LAST SAVED BY: jimg

DATE / /
 VERSION 9

Sheet 43

DATE / /
 COUNCIL DELEGATE
 SIGNATURE

Original sheet size A3



PLAN OF SUBDIVISION

Stage No

Plan Number

PS 511700W

SEE SHEETS 83-86
RHODE ISLAND CLOSE

RESERVE N°30
(PUBLIC OPEN SPACE)
1513m²

ENLARGEMENT
SCALE 1:200

RESERVE N°32
(ELECTRICAL SUBSTATION PURPOSES)
18m²

1816
987m²

SANCTUARY LAKES SOUTH BOULEVARD

SEE SHEET 43

BEACHVIEW PARADE

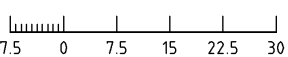
FORESHORE COURT

1847

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SCALE



LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE

1:750 A3

LICENSED SURVEYOR James Patrick Gleeson

SIGNATURE - DIGITALLY SIGNED

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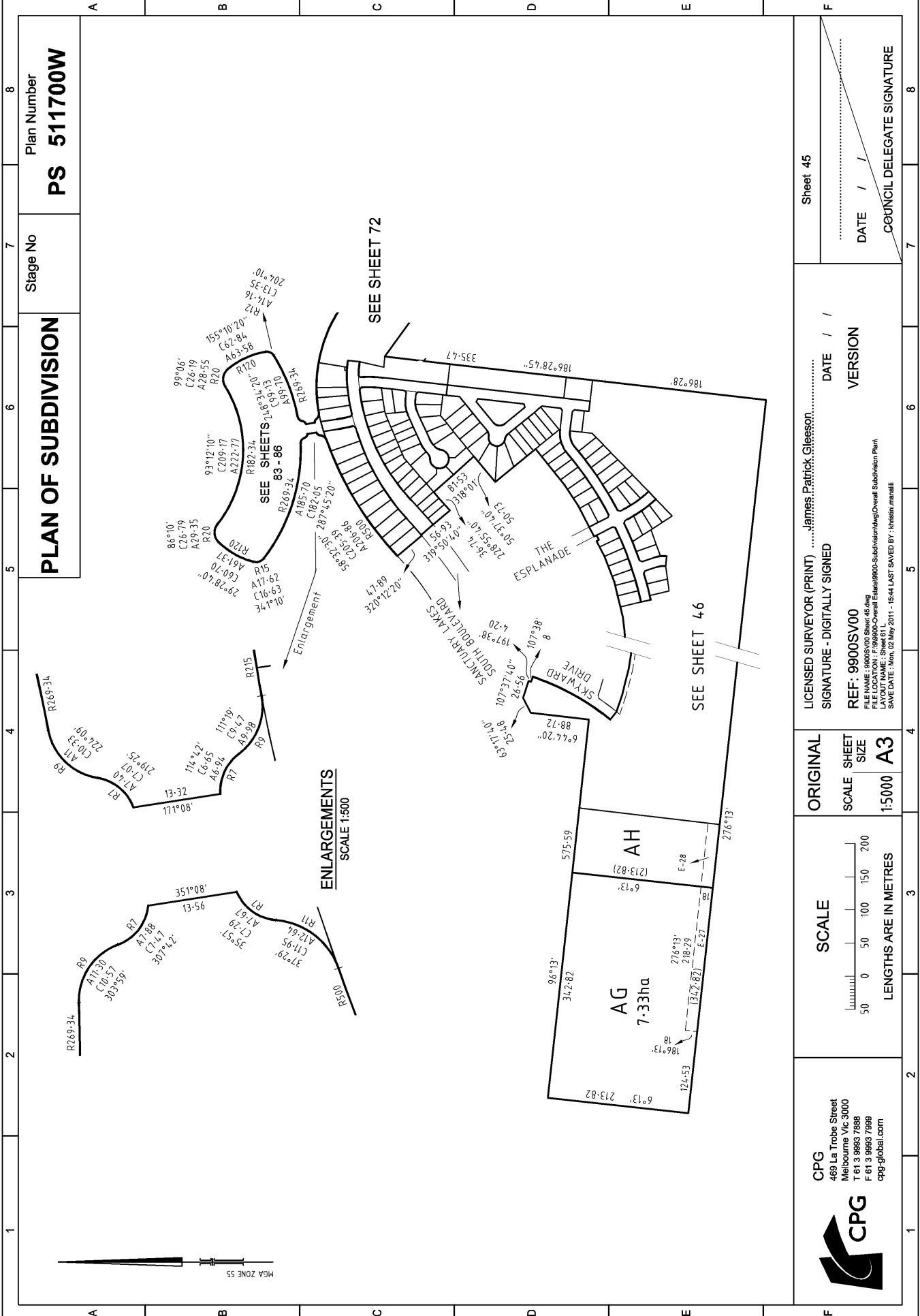
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DATE / /
VERSION 9

Sheet 44

DATE / /
COUNCIL DELEGATE
SIGNATURE

Original sheet size A3



Plan Number
PS 511700W

Stage No

PLAN OF SUBDIVISION

Sheet 45

LICENSED SURVEYOR (PRINT) James P. Patrick Cleeseon

ORIGINAL

SCALE

LENGTHS ARE IN METRES

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DATE / /

VERSION

SIGNATURE - DIGITALLY SIGNED

SHEET SIZE

1:5000 A3

REF: 9900SV00

FILE NAME: 9900SV00 Sheet 45.dwg

FILE LOCATION: F:\9900-Oveall Estate\9900-subdivision\Oveall Subdivision Plan

SAVE DATE: Mon, 02 May 2011 - 16:54 LAST SAVED BY: hndst@unimail

COUNCIL DELEGATE SIGNATURE

DATE / /

SIGNATURE - DIGITALLY SIGNED

SCALE

LENGTHS ARE IN METRES

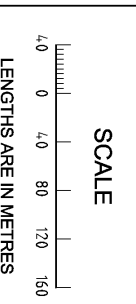
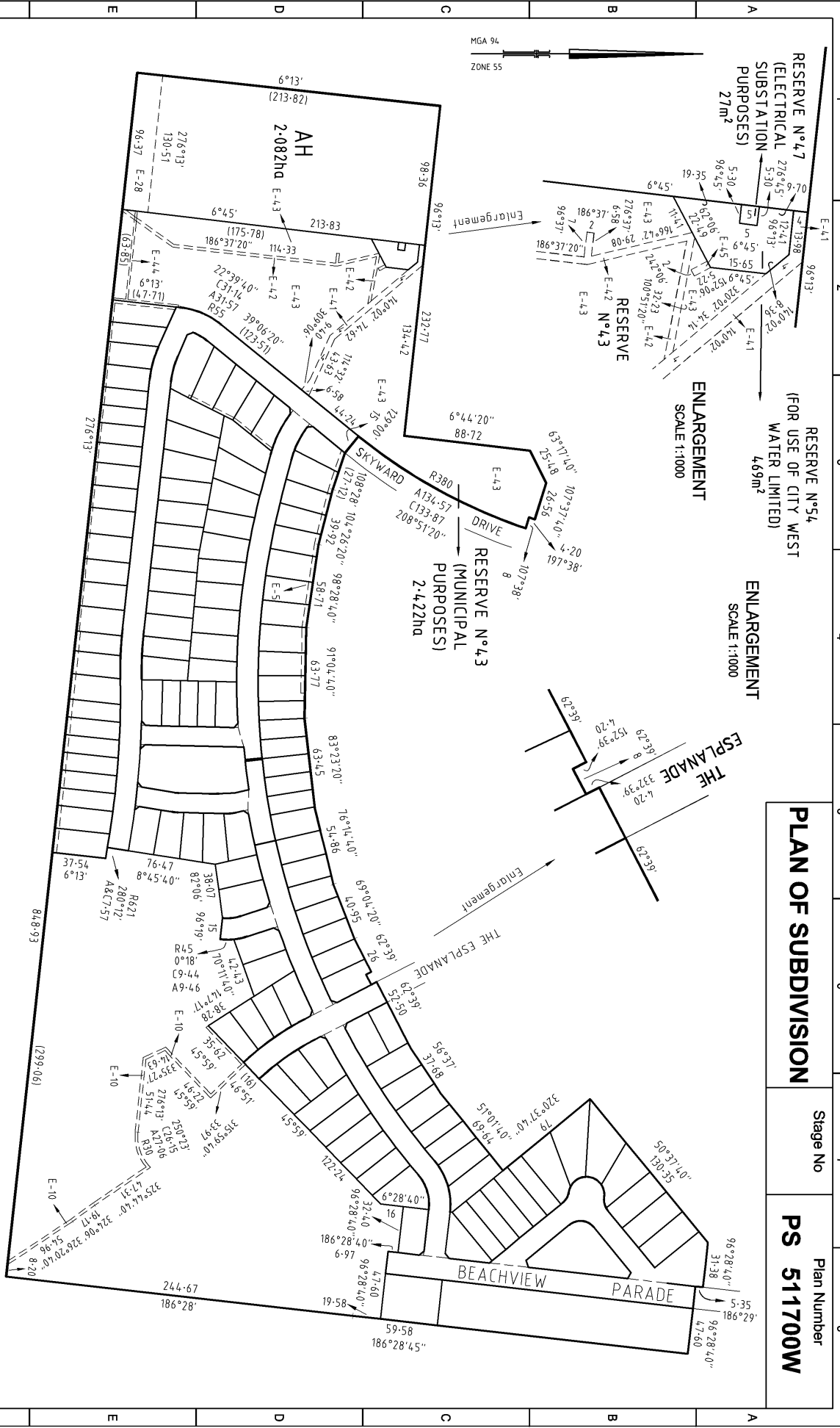
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SAVE DATE: Mon, 02 May 2011 - 16:54 LAST SAVED BY: hndst@unimail

PLAN OF SUBDIVISION		Stage No	7
		Plan Number	PS 511700W



ORIGINAL SCALE SHEET SIZE
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SIGNATURE - DIGITALLY SIGNED

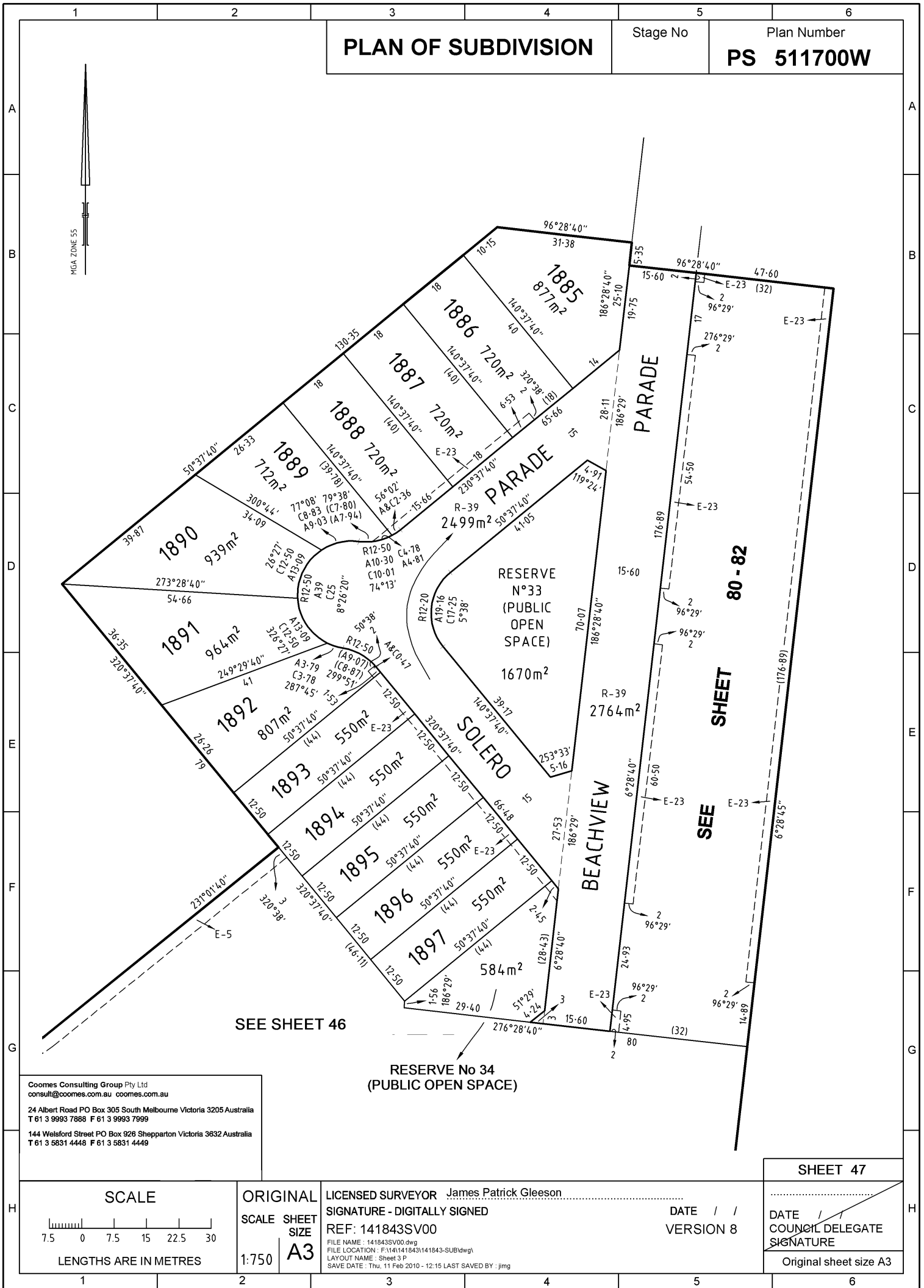
DATE / /

VERSION

.....
DATE / /

COUNCIL DELEGATE SIGNATURE

Sheet 46



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ORIGINAL SCALE SHEET SIZE
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SIGNATURE - DIGITALLY SIGNED
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 LAYOUT NAME: Sheet 3 P
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DATE / /
 VERSION 8

SHEET 47

DATE / /
 COUNCIL DELEGATE SIGNATURE

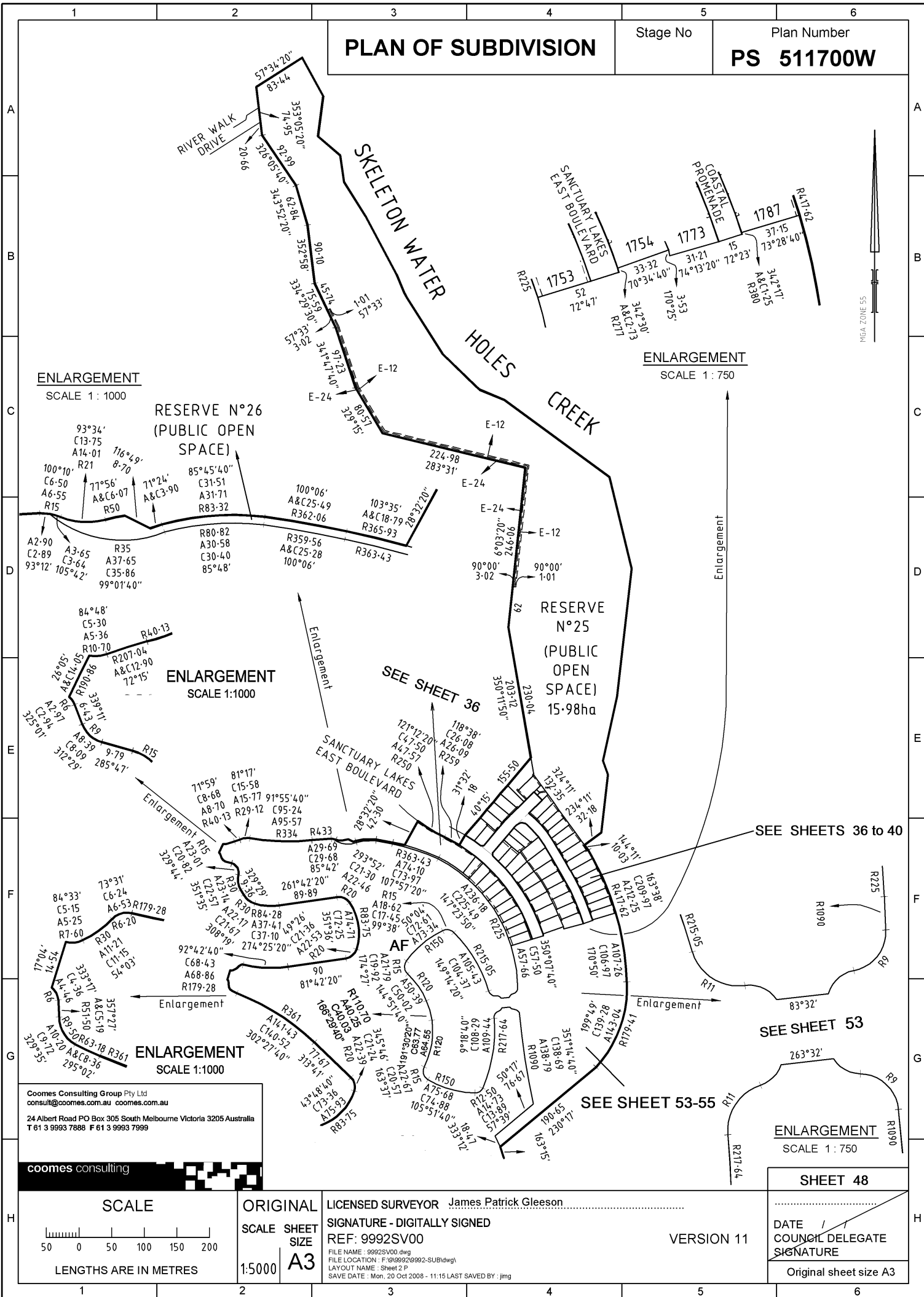
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PLAN OF SUBDIVISION

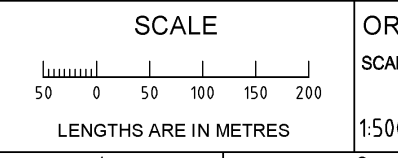
Stage No

Plan Number

PS 511700W



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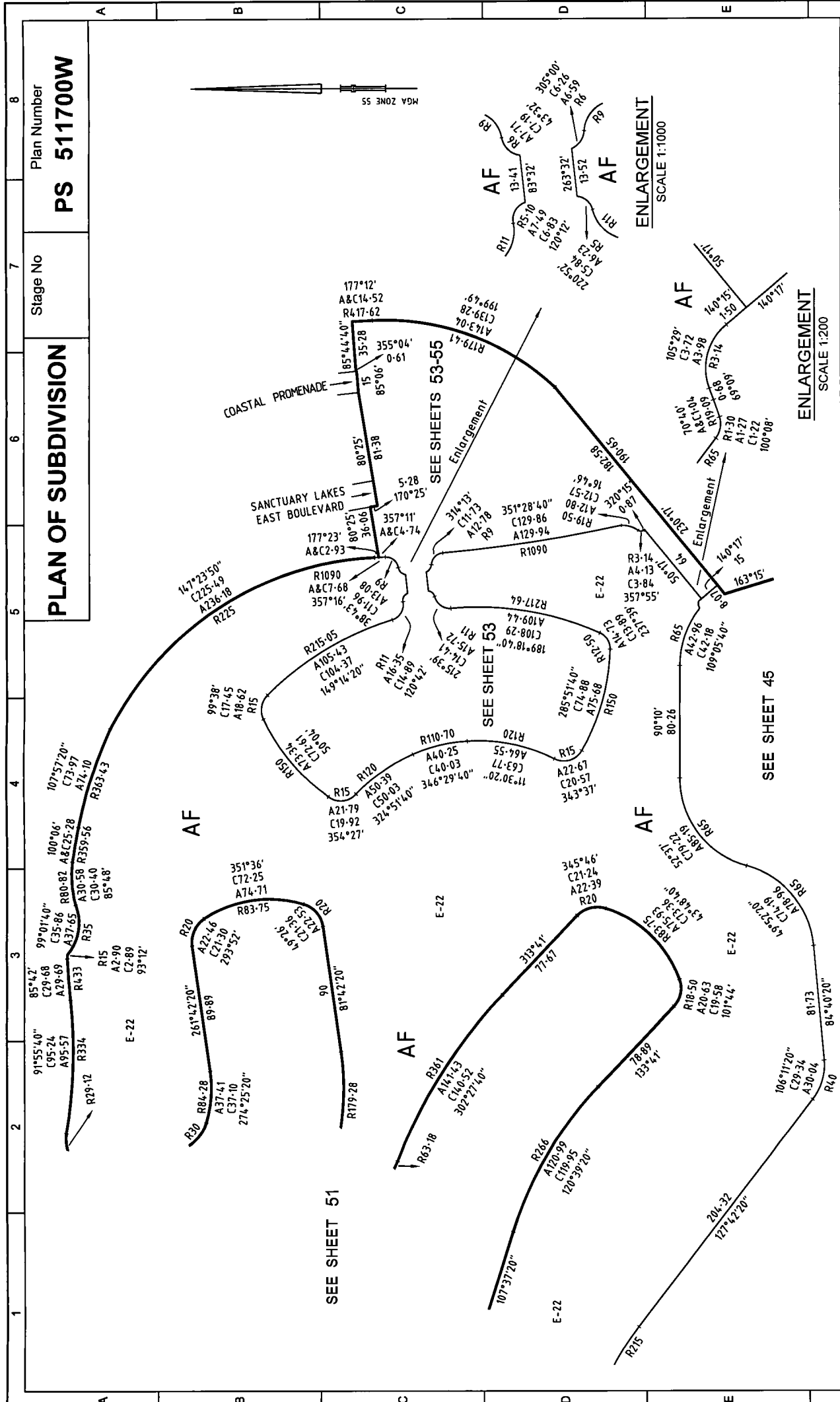
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LICENSED SURVEYOR James Patrick Gleeson
 SIGNATURE - DIGITALLY SIGNED
 REF: 9992SV00
 VERSION 11

SHEET 48

DATE /
 COUNCIL DELEGATE
 SIGNATURE

Original sheet size A3



Plan Number
PS 511700W

Stage No
7

PLAN OF SUBDIVISION

SHEET 49
DATE 27/05/2009
COUNCIL DELEGATE SIGNATURE

DATE 21/4/2009
VERSION 6

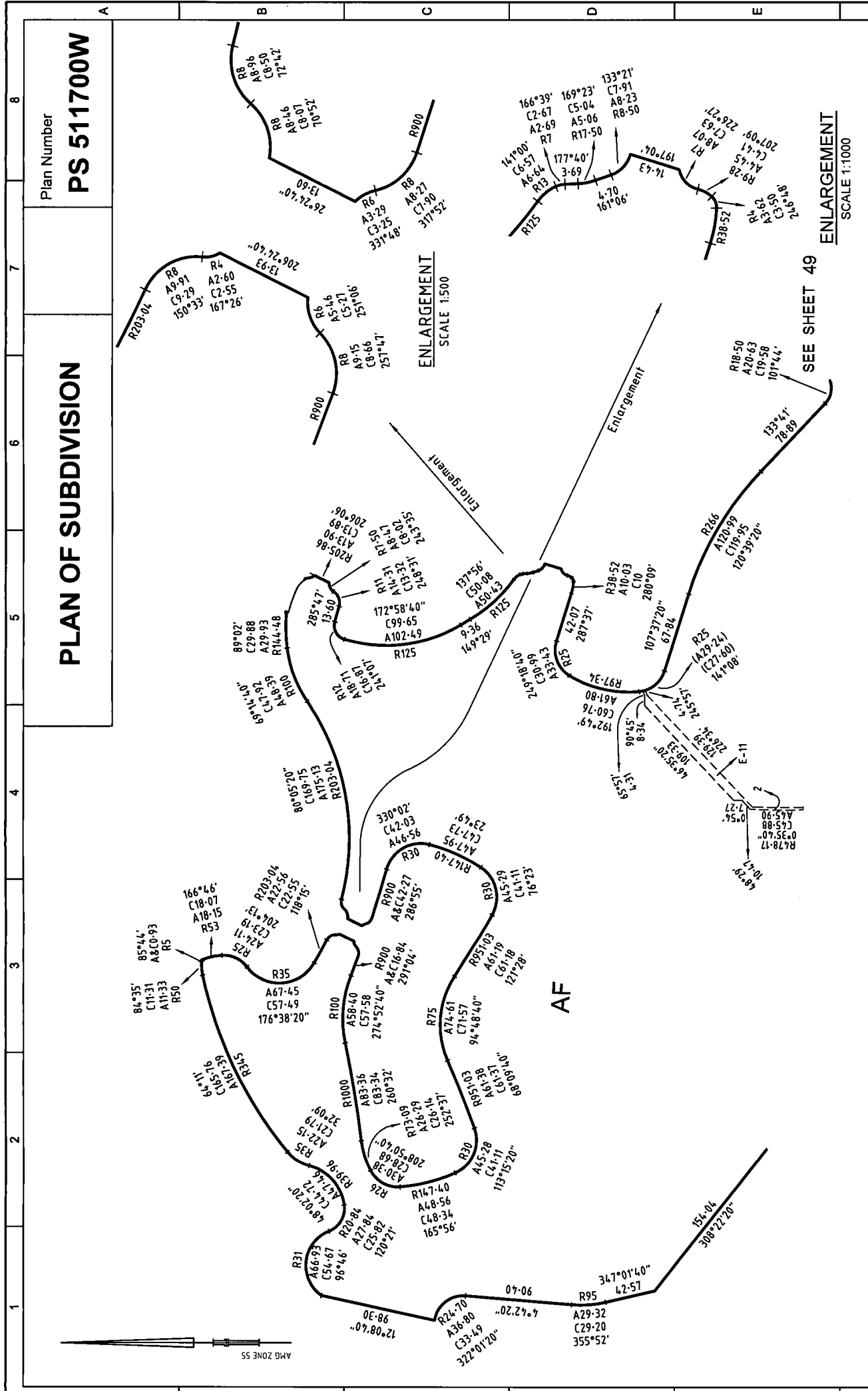
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SAVE DATE: Mon, 27 Apr 2009 - 10:39 LAST SAVED BY: seard

ORIGINAL SCALE SHEET SIZE
1:2500 A3

SCALE
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PS 511700W

LICENSED SURVEYOR (PRINT) James Patrick Gleeson
SIGNATURE *[Signature]*

DATE 22/10/2008
VERSION 1

SCALE
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LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE
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SHEET 51
DATE 22/10/2008
COUNCIL DELEGATE SIGNATURE *[Signature]*

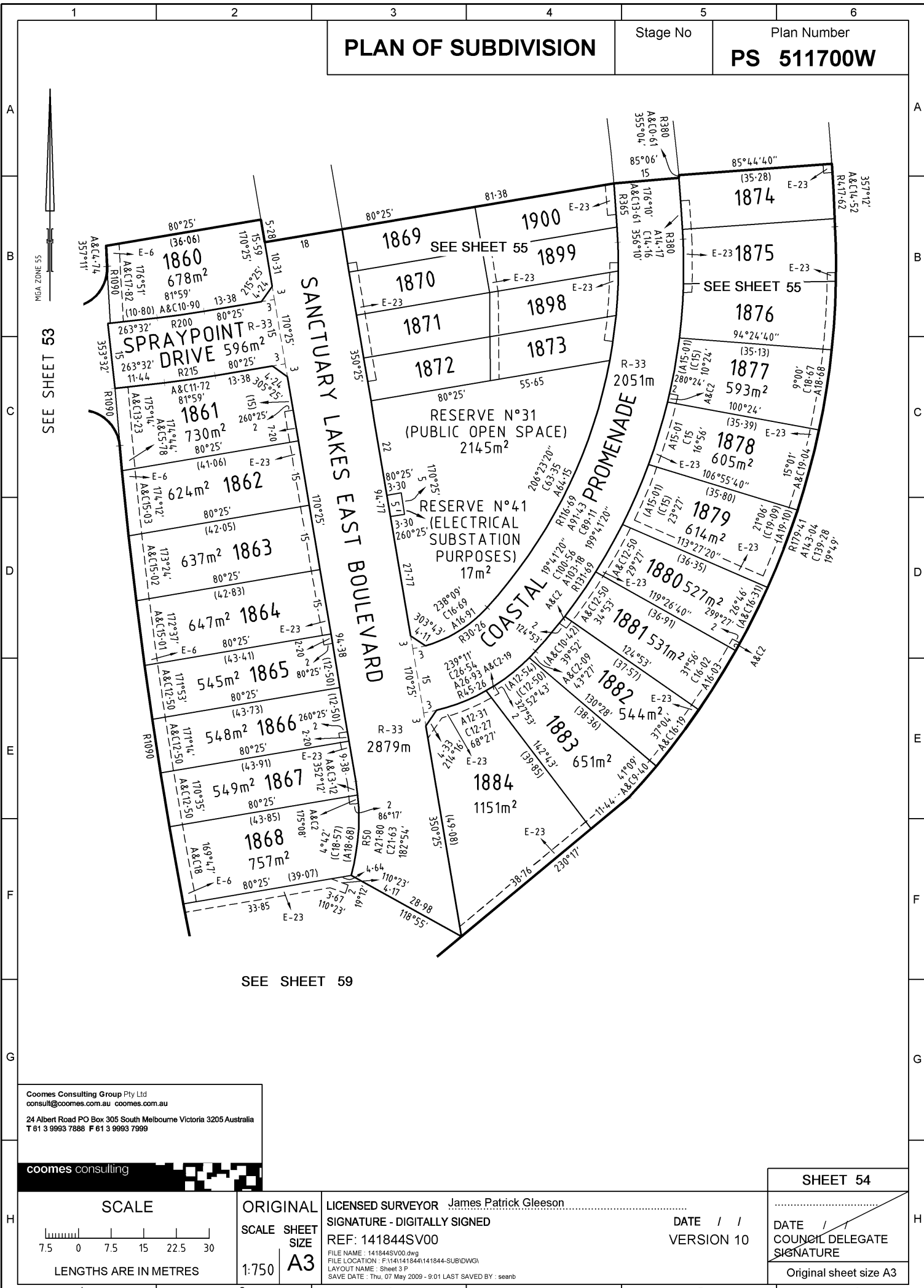
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PLAN OF SUBDIVISION

Stage No

Plan Number

PS 511700W



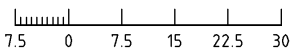
SEE SHEET 53

SEE SHEET 59

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SCALE



LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE
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LICENSED SURVEYOR James Patrick Gleeson

SIGNATURE - DIGITALLY SIGNED

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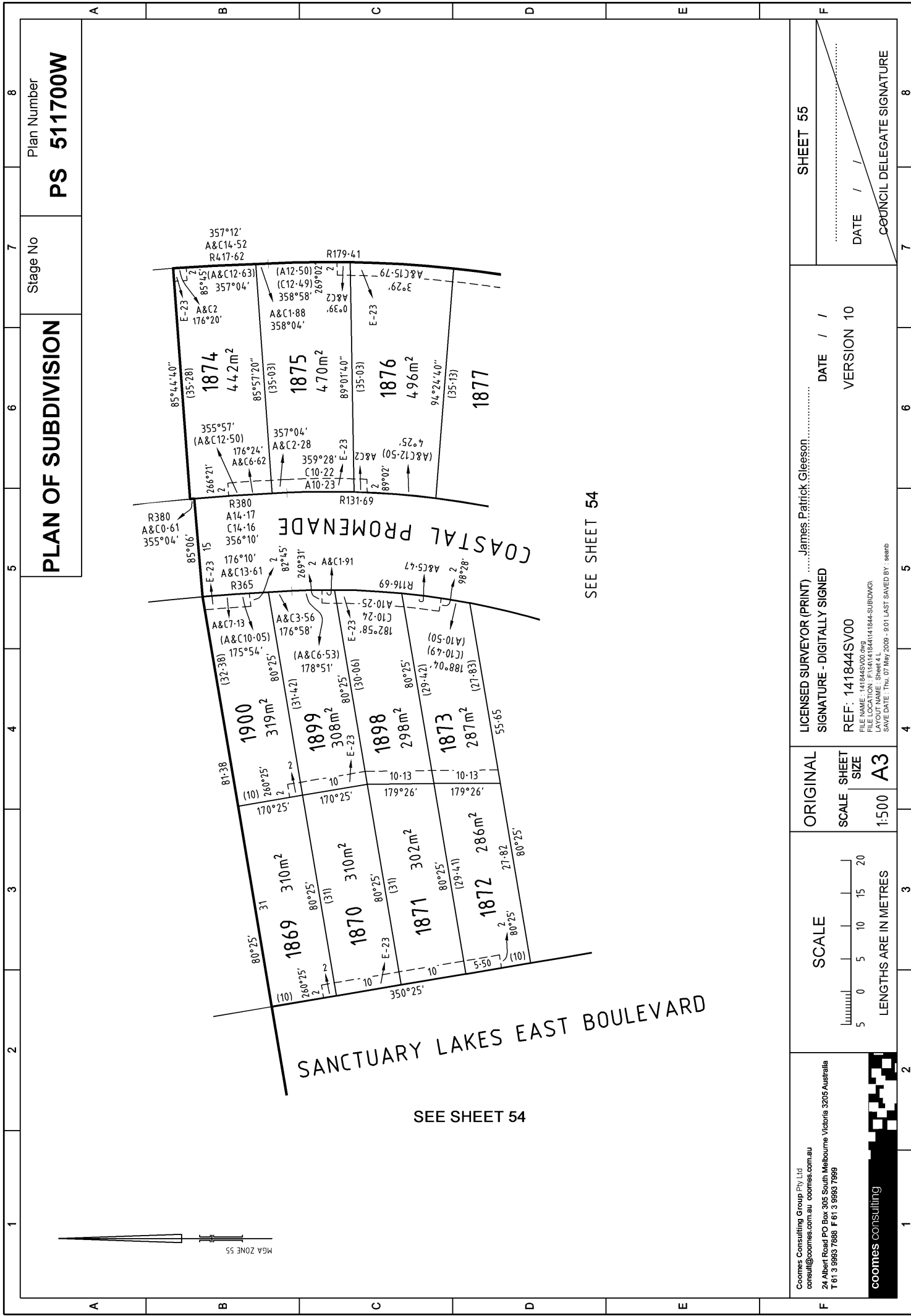
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DATE / /
 VERSION 10

SHEET 54

DATE / /
 COUNCIL DELEGATE SIGNATURE

Original sheet size A3




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SCALE



LENGTHS ARE IN METRES

ORIGINAL SCALE
 SHEET SIZE
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LICENSED SURVEYOR (PRINT) James Patrick Gleeson
SIGNATURE - DIGITALLY SIGNED
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 SAVE DATE: Thu, 07 May 2009 - 9:01 LAST SAVED BY: seantb

DATE / /
VERSION 10

SHEET 55
 DATE / /
 COUNCIL DELEGATE SIGNATURE

Plan Number
PS 511700W

Stage No

PLAN OF SUBDIVISION

SEE SHEET 54

SEE SHEET 54

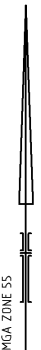
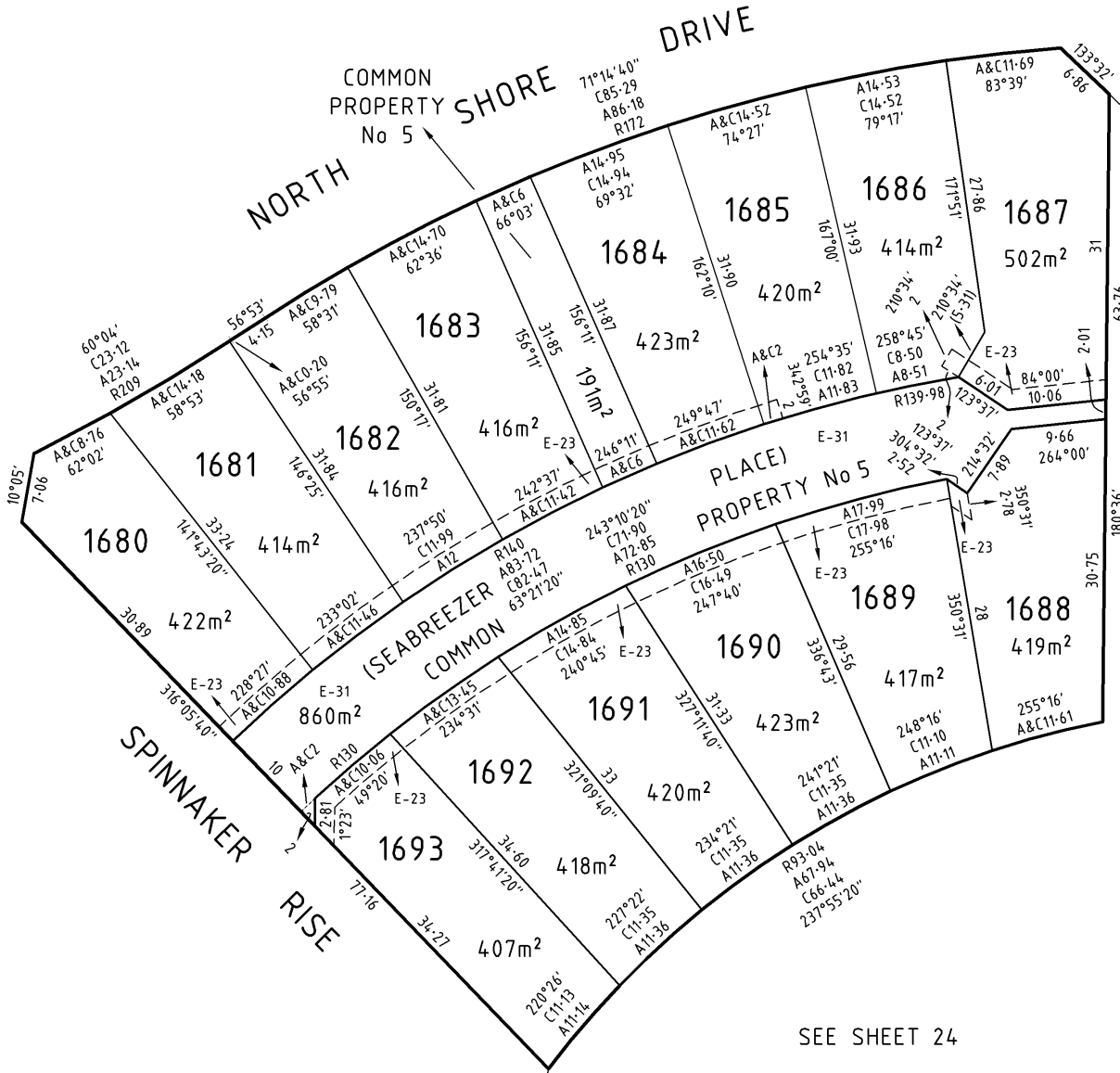
PLAN OF SUBDIVISION

Stage No

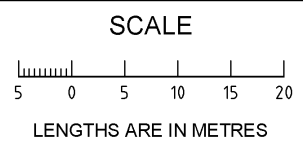
Plan Number

PS 511700W

SEE SHEET 24



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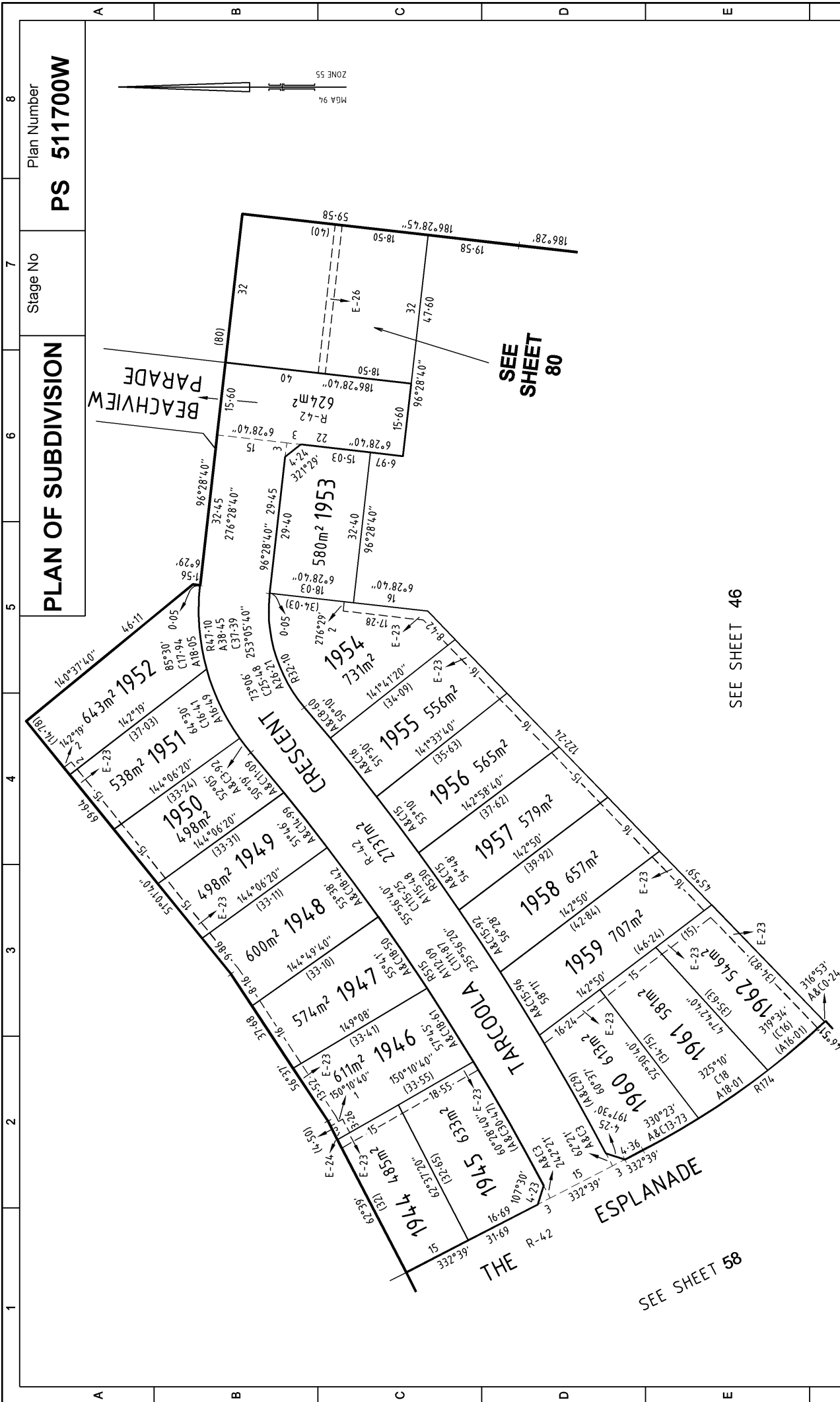
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LICENSED SURVEYOR James Patrick Gleeson
SIGNATURE
DATE / /
VERSION 1
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 LAYOUT NAME : Sheet 2 P
 SAVE DATE : Tue, 09 Feb 2010 - 9:38 LAST SAVED BY : kristini.maralli

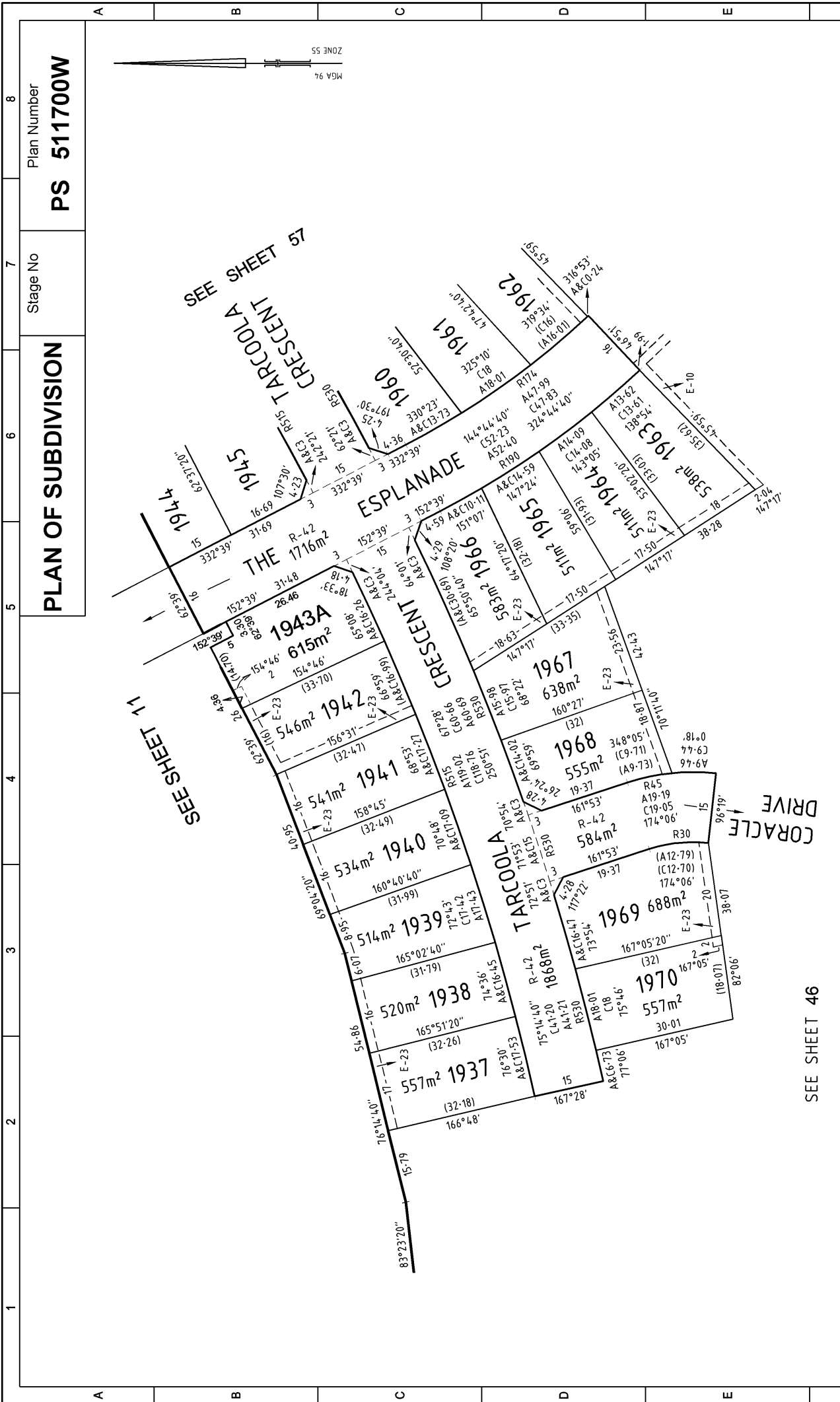
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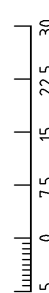
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 COUNCIL DELEGATE
 SIGNATURE

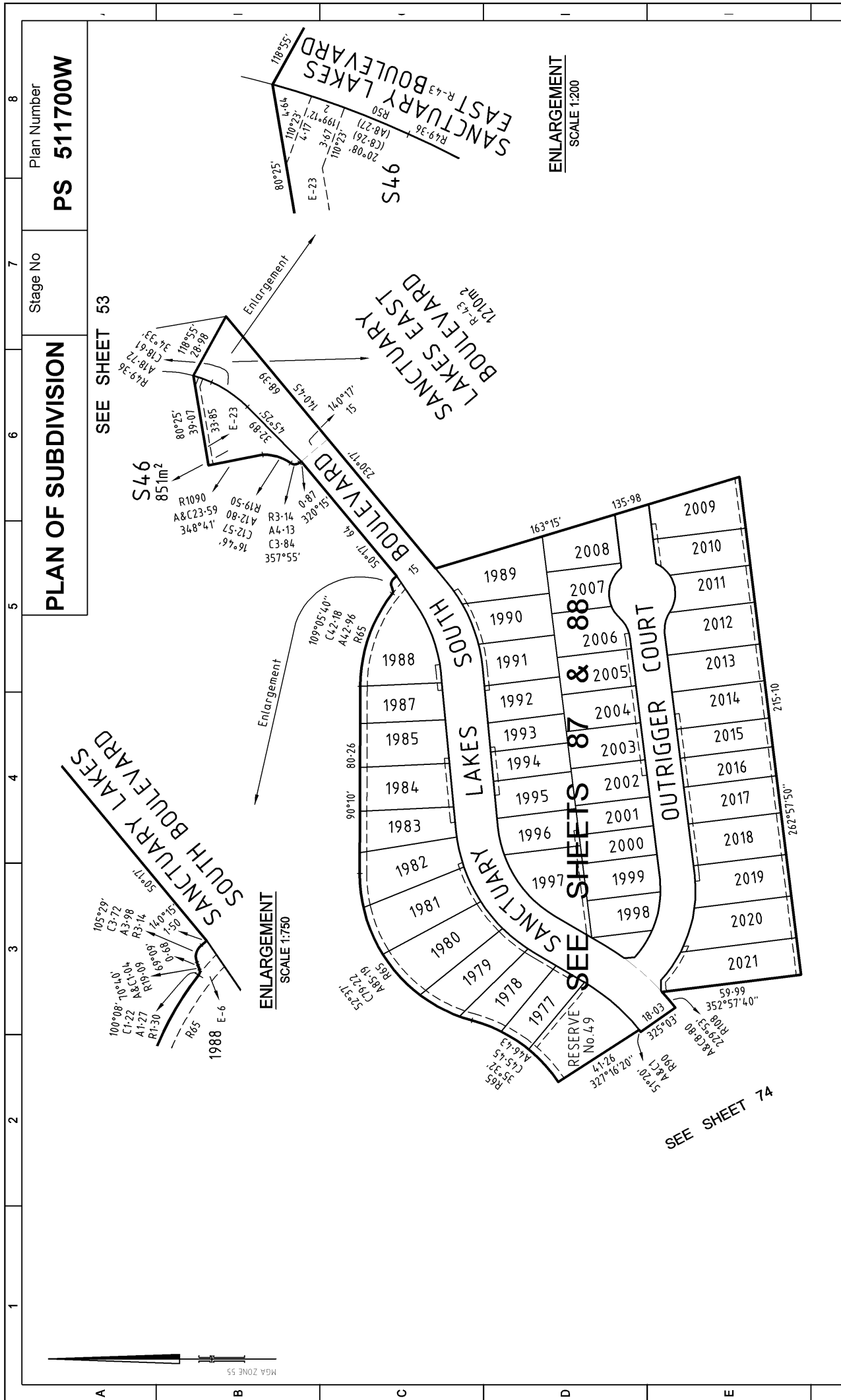
Original sheet size A3



<p>CPG 24 Albert Road PO Box 305 South Melbourne Vic 3205 T 61 3 9993 7888 F 61 3 9993 7999 cpg-global.com A subsidiary of Downer EDI Limited</p>	<p>SCALE</p> <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE SCALE 1:750 A3</p>	<p>LICENSED SURVEYOR (PRINT) SIGNATURE - DIGITALLY SIGNED James Patrick Gleeson</p>	<p>DATE / / VERSION 7</p>	<p>Sheet 57</p>	<p>DATE / / COUNCIL DELEGATE SIGNATURE</p>	<p>DATE / / COUNCIL DELEGATE SIGNATURE</p>	<p>DATE / / COUNCIL DELEGATE SIGNATURE</p>
--	--	---	---	--	------------------------	---	---	---



	CPG 24 Albert Road PO Box 305 South Melbourne Vic 3205 T 61 3 9953 7888 F 61 3 9953 7999 cpg-global.com A subsidiary of Downer EDI Limited	SCALE  LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 1:750	LICENSED SURVEYOR (PRINT) James Patrick Gleeson SIGNATURE - DIGITALLY SIGNED REF: 141848SV00 FILE NAME: 141848SV00.dwg FILE LOCATION: F:\141848\141848-SUB.dwg LAYOUT NAME: Sheet 4.1 SAVE DATE: Wed, 23 Dec 2009 - 10:32 LAST SAVED BY: jmg	DATE / / VERSION 7 COUNCIL DELEGATE SIGNATURE _____ DATE / /
PLAN OF SUBDIVISION		Stage No PS 511700W		Plan Number 511700W	
SEE SHEET 46		SEE SHEET 57		Sheet 58	



Plan Number
PS 511700W

Stage No
7

PLAN OF SUBDIVISION

SEE SHEET 53

Sheet 59

DATE / /

COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) James Patrick Gleeson

SIGNATURE - DIGITALLY SIGNED

DATE / /

VERSION 9

REF: 141850SV00

FILE NAME: 141850SV00.dwg

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LAYOUT NAME: Sheet 2 L

SAVE DATE: Tue, 10 Aug 2010 - 10:06 LAST SAVED BY: jmg

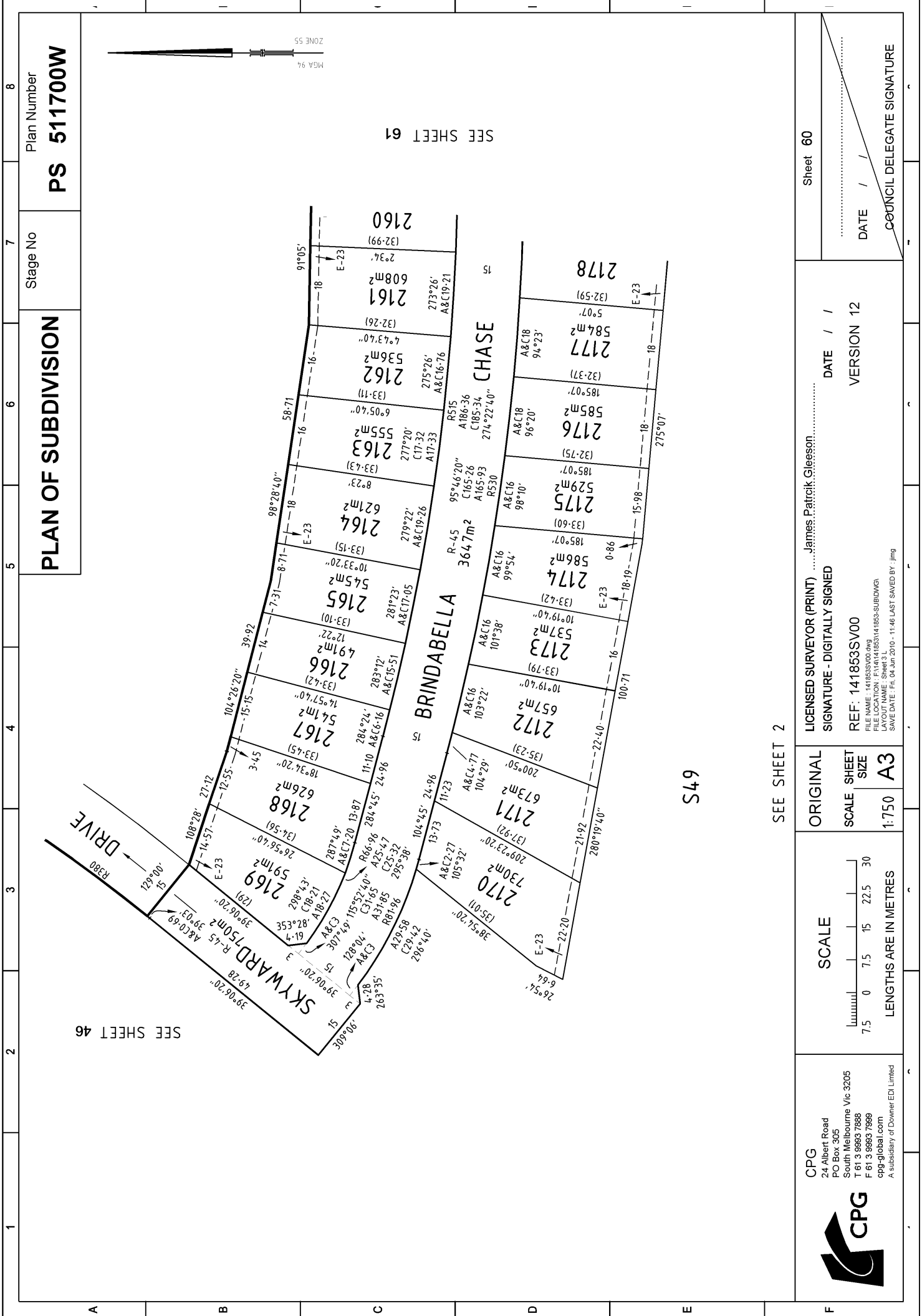
ORIGINAL SCALE SHEET SIZE

1:1500 A3

LENGTHS ARE IN METRES

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SEE SHEET 61

S49

SEE SHEET 2

Plan Number
PS 511700W

Stage No

PLAN OF SUBDIVISION

1 2 3 4 5 6 7 8

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SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE

SHEET SIZE

1:750 A3

LICENSED SURVEYOR (PRINT) James Patrick Gleeson

SIGNATURE - DIGITALLY SIGNED

REF: 141853SV00

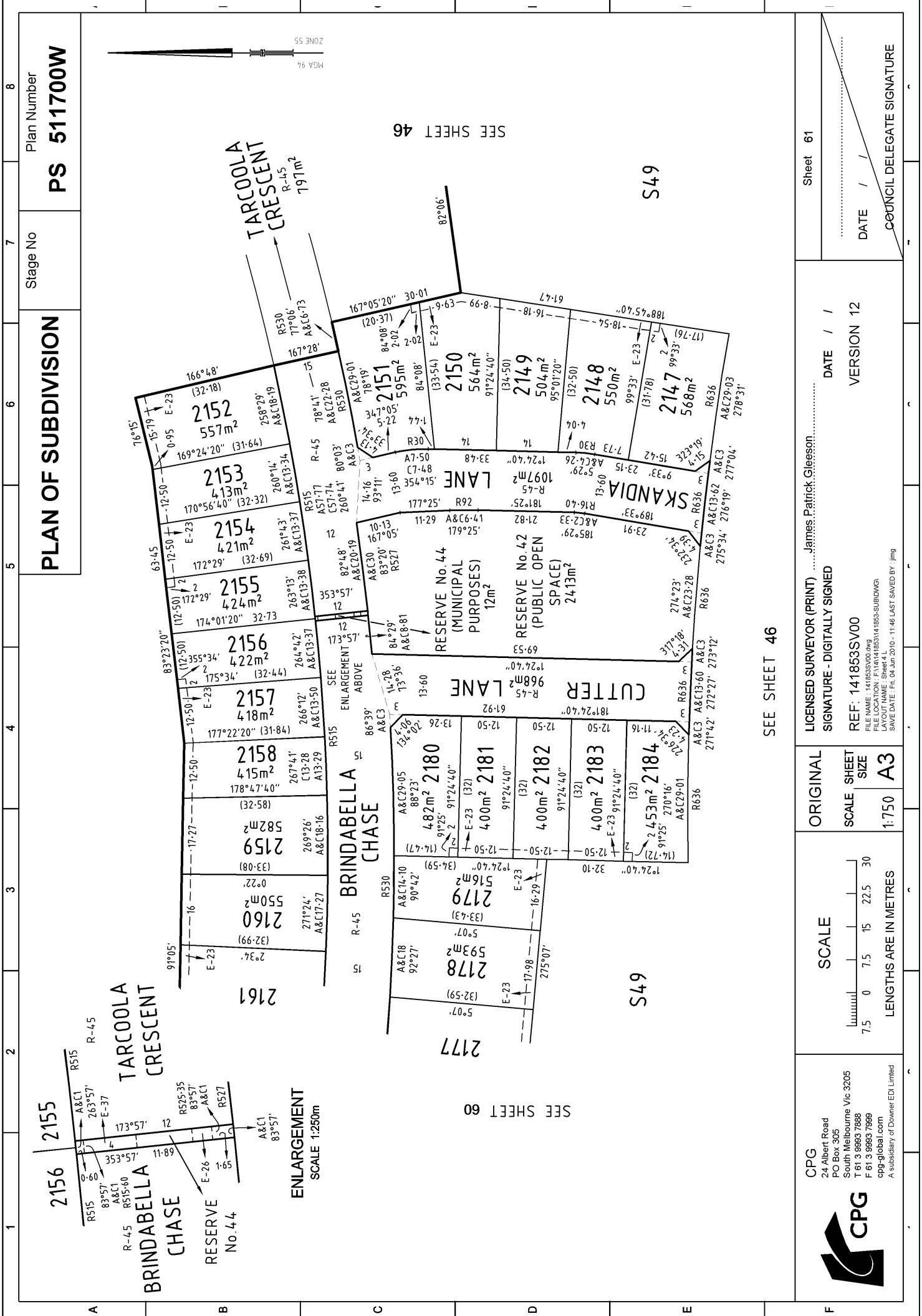
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LAYOUT NAME: Sheet 3 L
SAVE DATE: Fri, 04 Jun 2010 - 11:46 LAST SAVED BY: jimg

DATE / /

VERSION 12

Sheet 60

.....
DATE / /
COUNCIL DELEGATE SIGNATURE

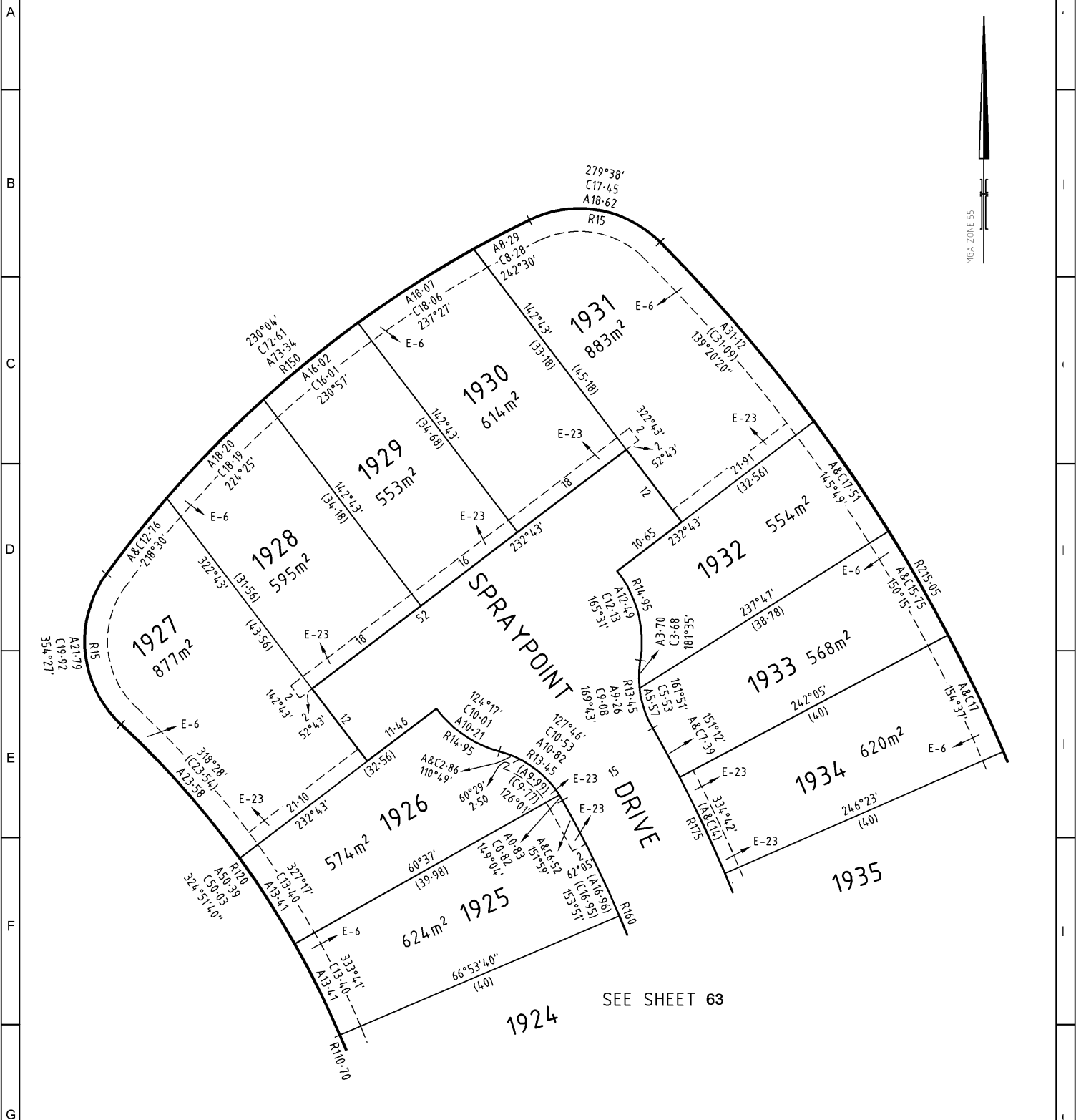


PLAN OF SUBDIVISION

Stage No

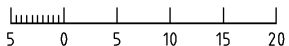
Plan Number

PS 511700W



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SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET SIZE
 1:500 A3

LICENSED SURVEYOR James Patrick Gleeson

SIGNATURE - DIGITALLY SIGNED

REF: 141847SV00

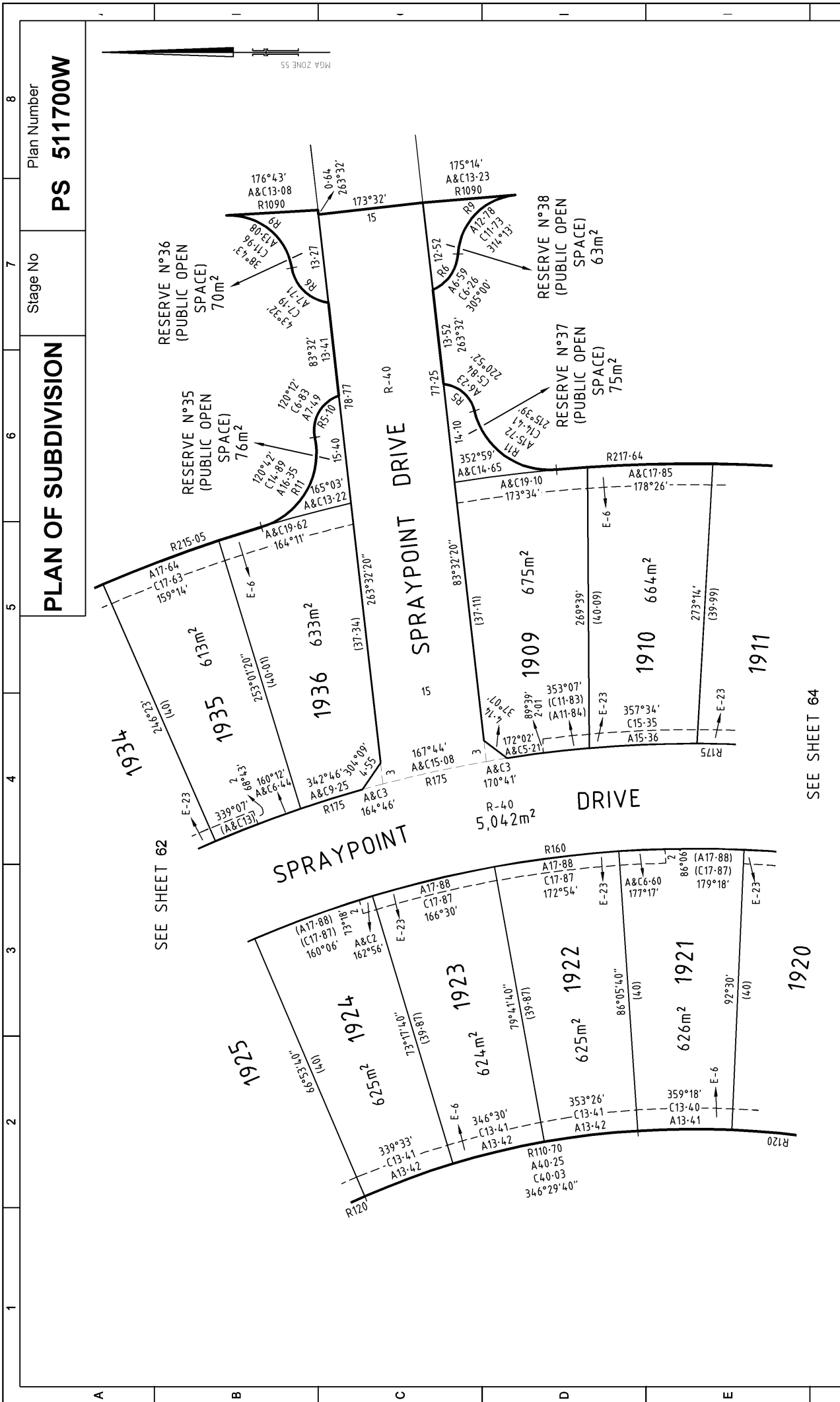
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 LAYOUT NAME : Sheet 3P
 SAVE DATE : Fri, 17 Dec 2010 - 13:07 LAST SAVED BY : jimjg


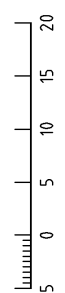
DATE / /
 VERSION 6

Sheet 62

DATE / /
 COUNCIL DELEGATE
 SIGNATURE

Original sheet size A3



 <p>CPG 24 Albert Road PO Box 305 South Melbourne Vic 3205 T 61 3 9583 7888 F 61 3 9583 7999 cp-glob@i.com A subsidiary of Downer EDI Limited</p>	<p>SCALE</p>  <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SCALE SHEET SIZE</p> <p>1:500 A3</p>	<p>LICENSED SURVEYOR (PRINT) James Patrick Gleeson</p> <p>SIGNATURE - DIGITALLY SIGNED</p> <p>REF: 141847SV00</p> <p>FILE NAME: 141847SV00.dwg FILE LOCATION: F:\141847\141847-SUBDIVA6 LAYOUT NAME: Sheet 63 SAVE DATE: Fri, 17 Dec 2010 - 13:07. LAST SAVED BY: jmg</p>	<p>DATE / /</p> <p>VERSION 6</p>	<p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p>
	<p>SEE SHEET 62</p>	<p>SEE SHEET 64</p>	<p>Sheet 63</p>	<p>PLAN OF SUBDIVISION</p> <p>Stage No</p> <p>PS 511700W</p> <p>Plan Number</p>	

PLAN OF SUBDIVISION

Stage No

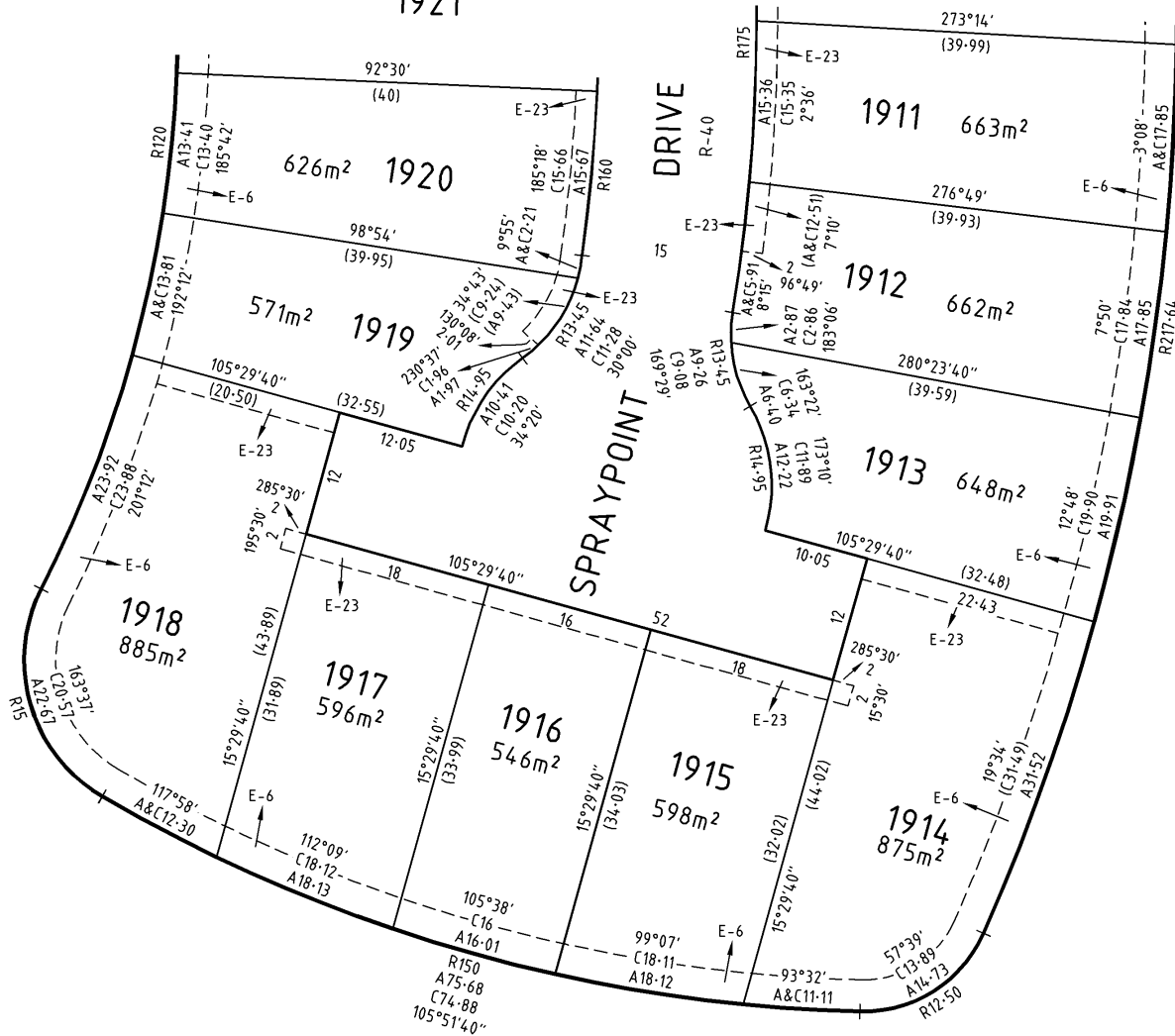
Plan Number

PS 511700W

SEE SHEET 63

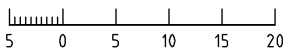
1910

1921



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SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET SIZE

1:500 **A3**

LICENSED SURVEYOR James Patrick Gleeson

SIGNATURE - DIGITALLY SIGNED

REF: 141847SV00

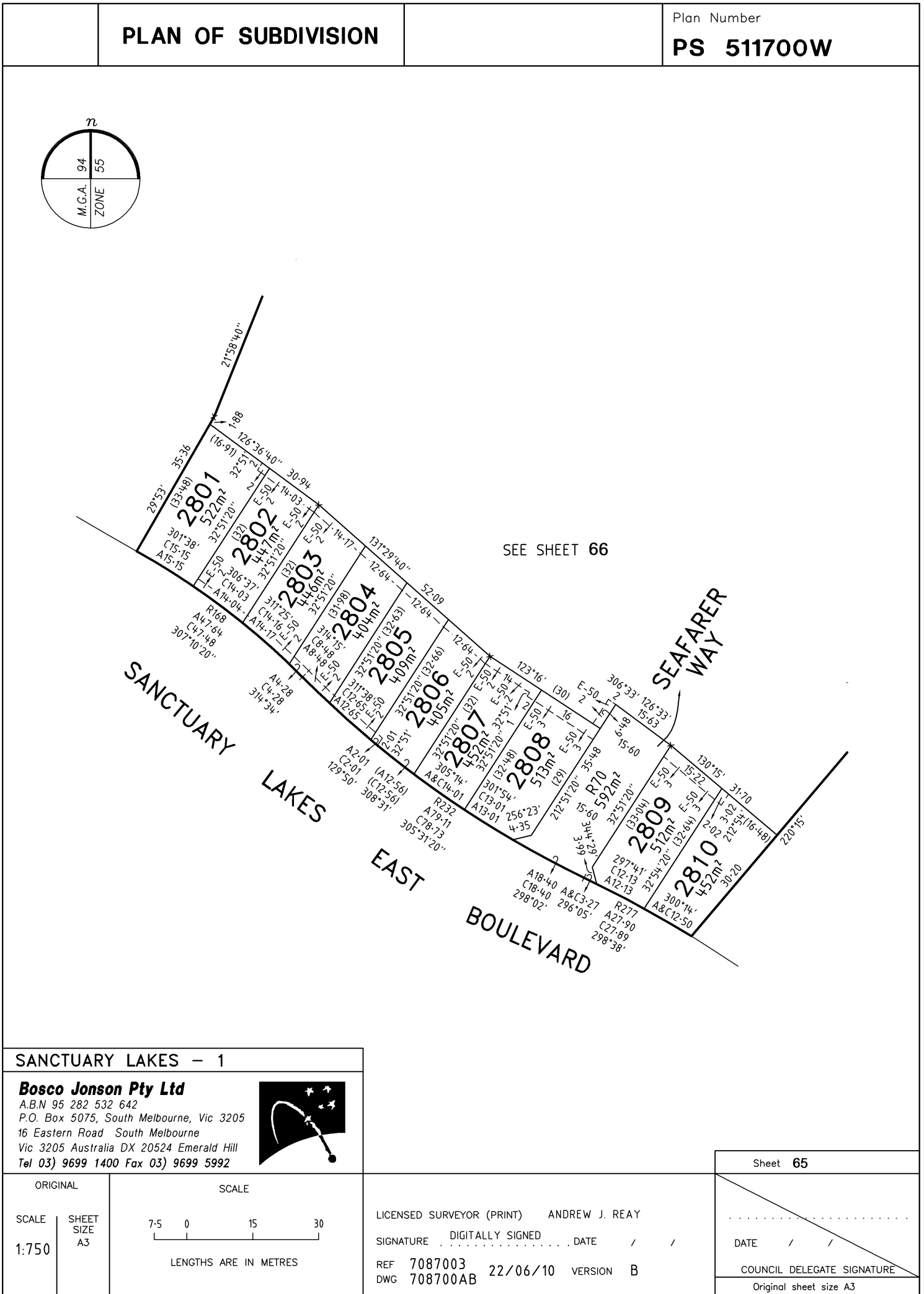
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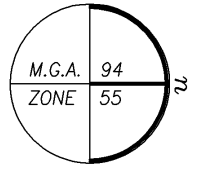
DATE / /
VERSION 6

Sheet **64**

DATE / /
 COUNCIL DELEGATE
 SIGNATURE

Original sheet size A3

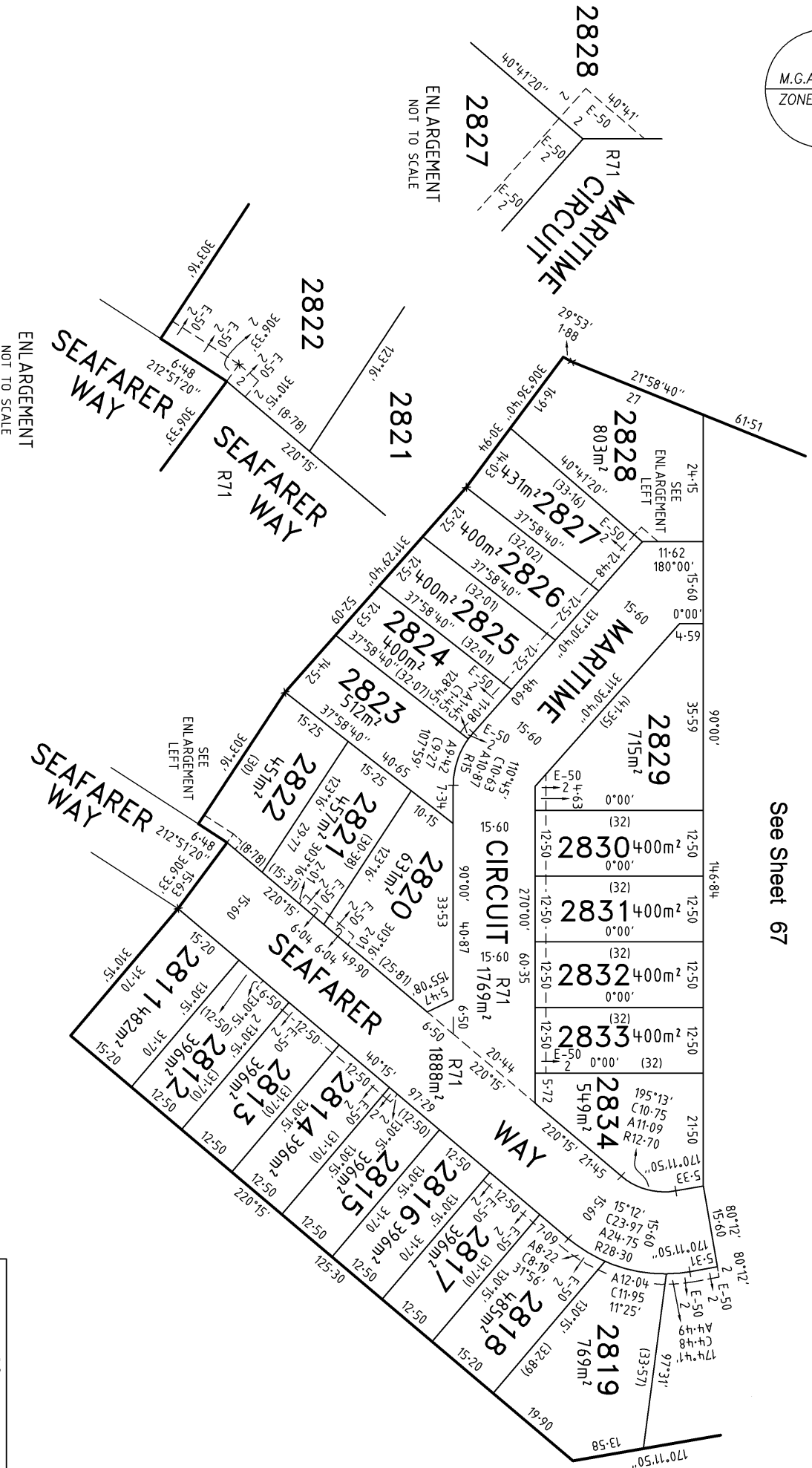




PLAN OF SUBDIVISION

Plan Number
PS 51700W

See Sheet 67



ENLARGEMENT
NOT TO SCALE

ENLARGEMENT
NOT TO SCALE

Sheet 66

SANCTUARY LAKES - 2

Bosco Jonson Pty Ltd

ABN 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel (03) 9699 1400 Fax (03) 9699 5992

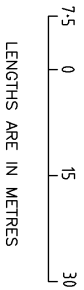


ORIGINAL

SCALE

1:750

SCALE



LICENSED SURVEYOR (PRINT)

ANDREW J. REAY

SIGNATURE

DATE / /

REF 7087023

VERSION B

DWG 708702AB

22/06/10

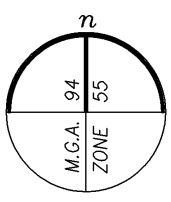
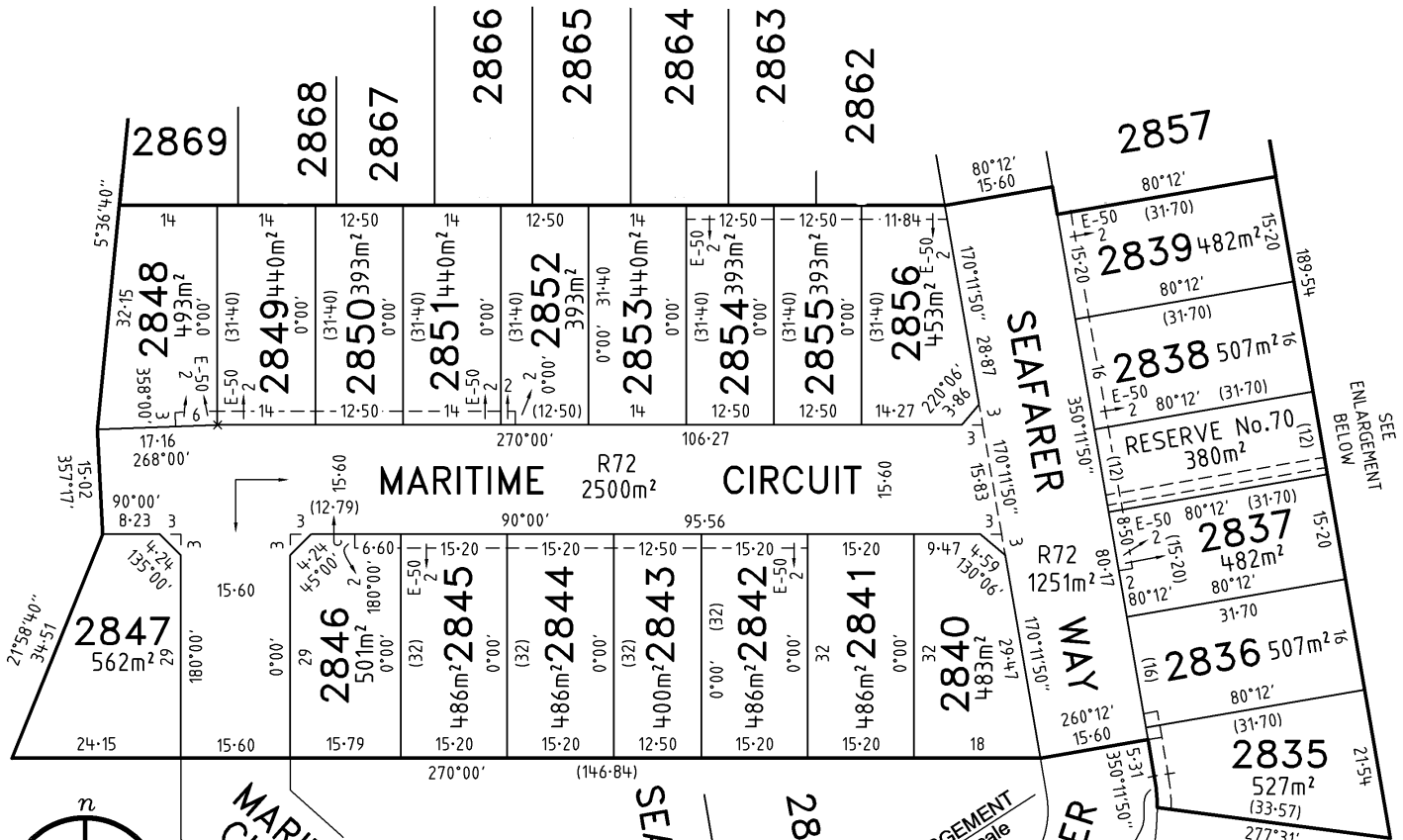
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 511700W



MARITIME CIRCUIT

ENLARGEMENT NOT TO SCALE

ENLARGEMENT Not to Scale

SEE ENLARGEMENT BELOW

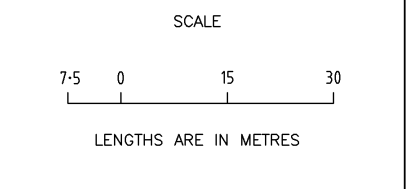
SANCTUARY LAKES - 3

Bosco Jonson Pty Ltd

A.B.N 95 282 532 642
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia DX 20524 Emerald Hill
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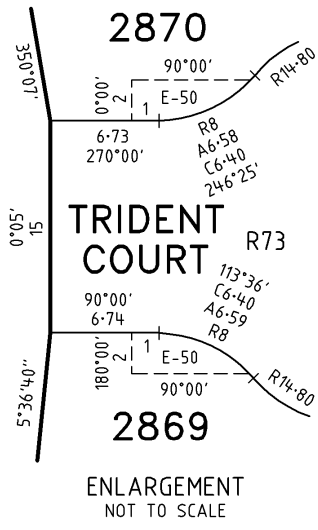
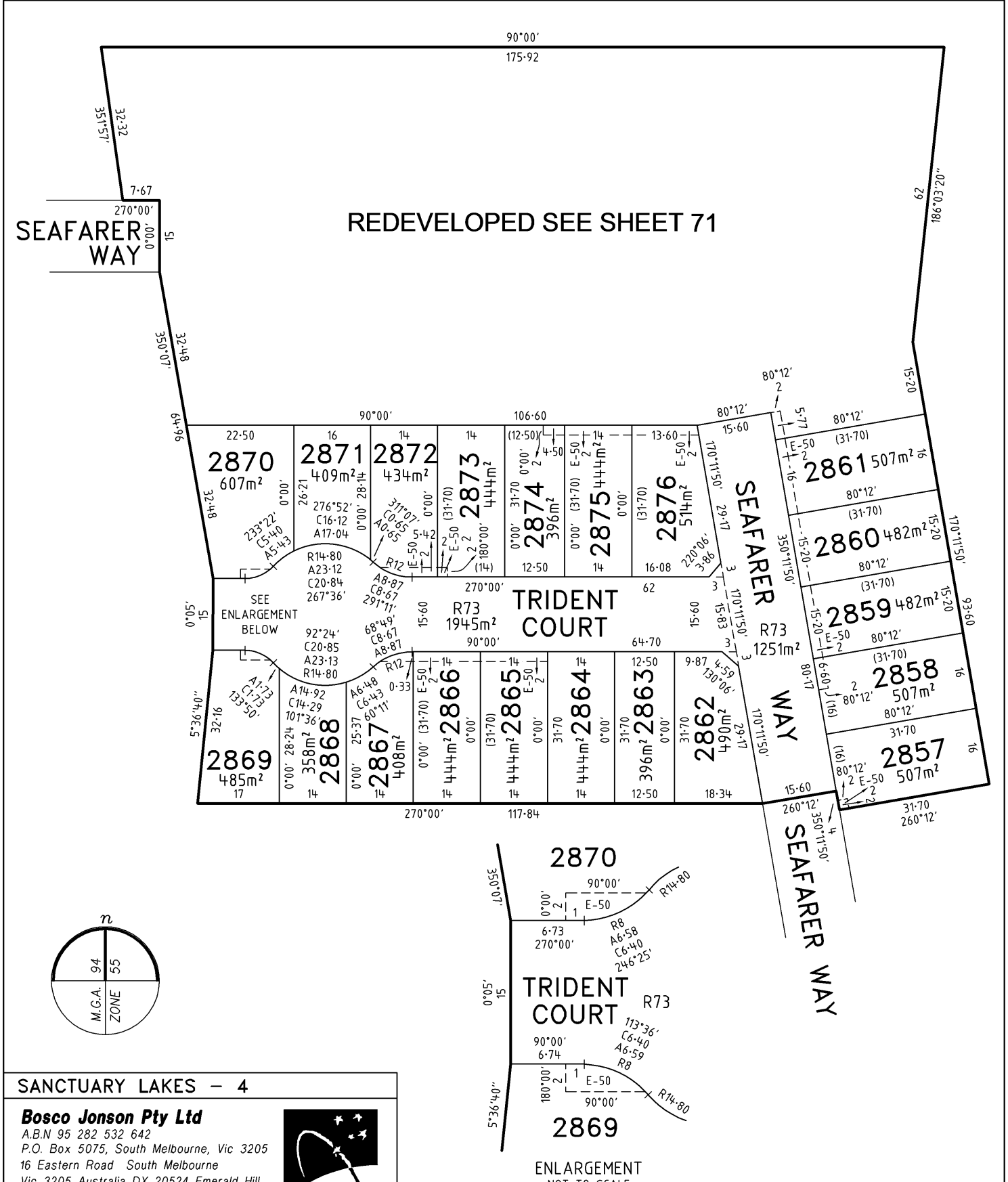
ORIGINAL	SCALE
SCALE	SHEET SIZE
1:750	A3



LICENSED SURVEYOR (PRINT) ANDREW J. REAY
 SIGNATURE DIGITALLY SIGNED DATE / /
 REF 7087033
 DWG 708703AC 20/07/10 VERSION c

Sheet 67
 DATE / /
 COUNCIL DELEGATE SIGNATURE
 Original sheet size A3

PLAN OF SUBDIVISION	Stage No.	Plan Number PS 511700W
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SANCTUARY LAKES - 4

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 Vic 3205 Australia DX 20524 Emerald Hill
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ORIGINAL	SCALE
SCALE	SHEET SIZE
1:750	A3
LENGTHS ARE IN METRES	

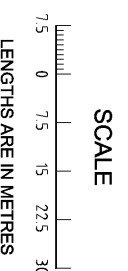
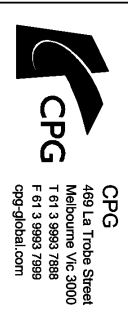
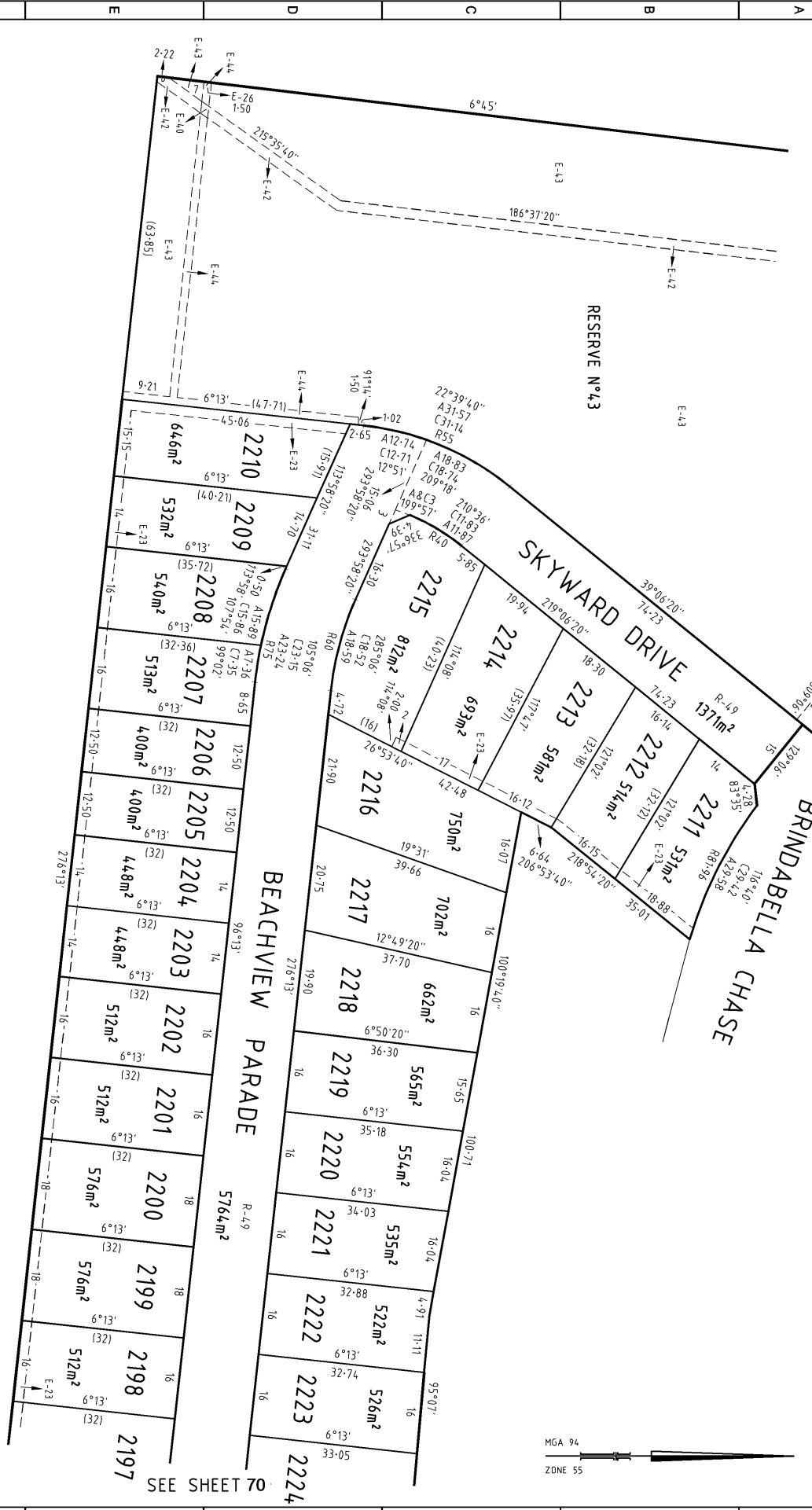
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SIGNATURE	DIGITALLY SIGNED
DATE	DATE
REF 7087043	10/05/11
DWG 708704AD	VERSION D

Sheet 68
DATE / /
COUNCIL DELEGATE SIGNATURE
Original sheet size A3

PLAN OF SUBDIVISION

Stage No **PS 511700W**

Plan Number **PS 511700W**



ORIGINAL
 SCALE SHEET
 SIZE
A3

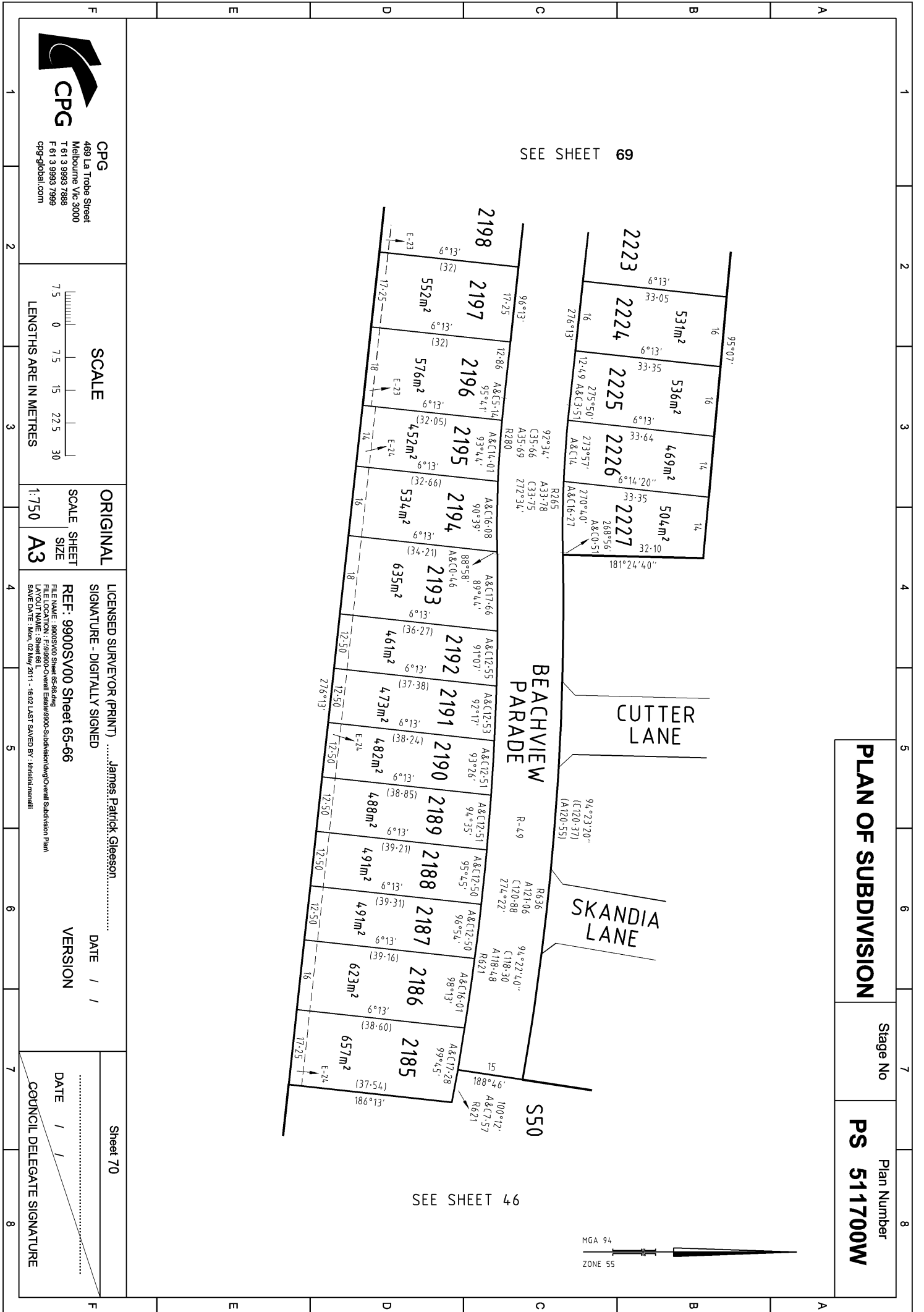
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 SIGNATURE - DIGITALLY SIGNED
 REF: 9900SV00 Sheet 65-66
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DATE / /
 VERSION

DATE / /
 COUNCIL DELEGATE SIGNATURE

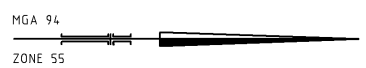
Sheet 69

SEE SHEET 70



SEE SHEET 69

SEE SHEET 46



PLAN OF SUBDIVISION

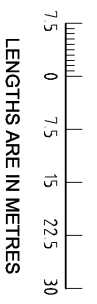
Stage No

Plan Number
PS 511700W



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SCALE



ORIGINAL

SCALE SHEET
SIZE
A3

LICENSED SURVEYOR (PRINT) James Patrick Gleeson

DATE / /

Sheet 70

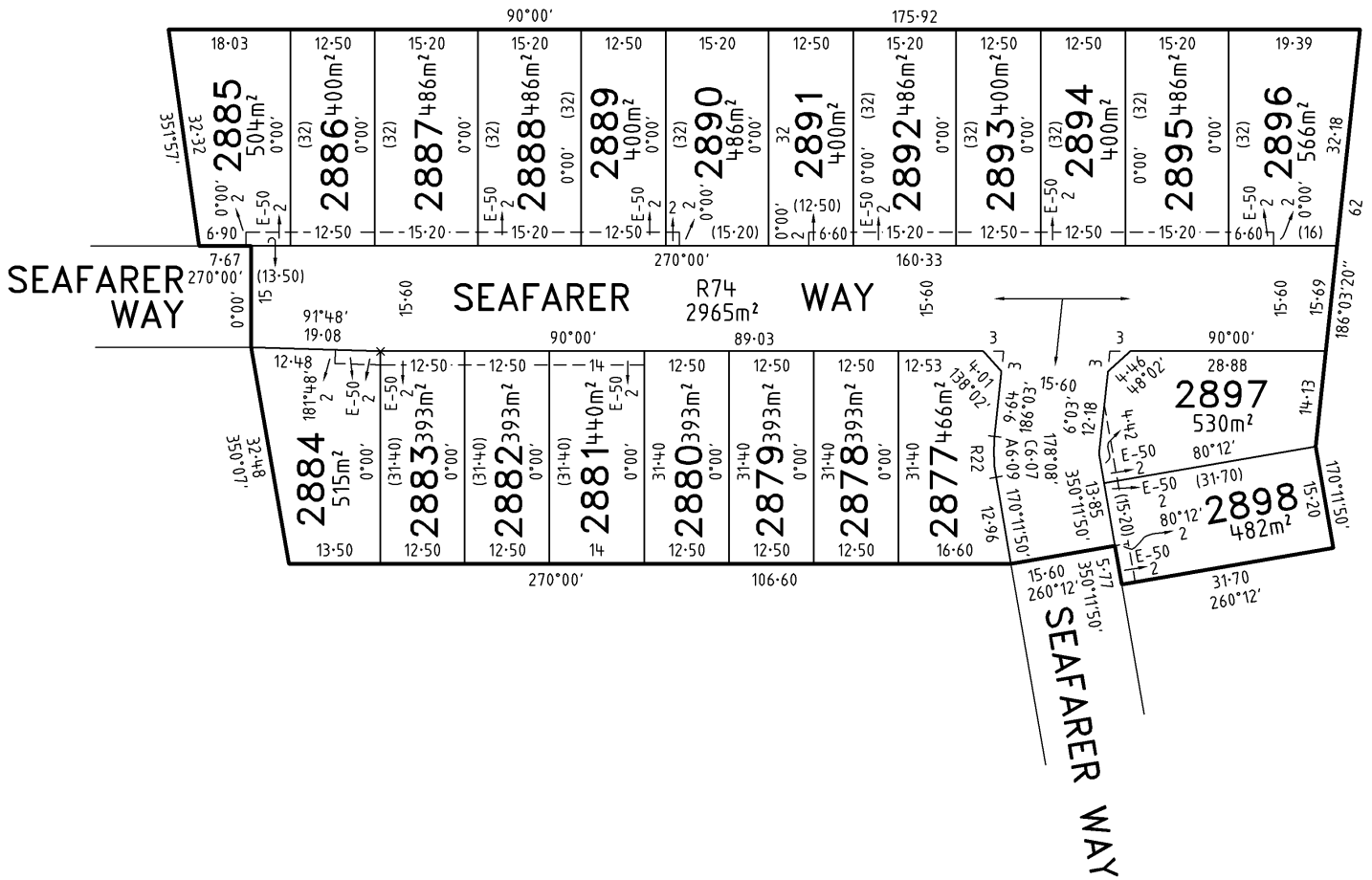
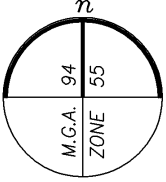
SIGNATURE - DIGITALLY SIGNED

VERSION

REF: 9900SV00 Sheet 65-66
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FILE LOCATION: C:\Users\jpatrick\Documents\Overall Subdivision Plan
LAYOUT NAME: Sheet 66 L
SAVE DATE: Mon, 02 May 2011 - 16:02 LAST SAVED BY: khrishna.murthi

DATE / /
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	Plan Number PS 511700W
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SANCTUARY LAKES – 5

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ORIGINAL	SCALE
SCALE 1:750	<p>LENGTHS ARE IN METRES</p>
SHEET SIZE A3	

LICENSED SURVEYOR (PRINT) ANDREW J. REAY

SIGNATURE DIGITALLY SIGNED DATE / /

REF 7087053 22/07/10 VERSION B

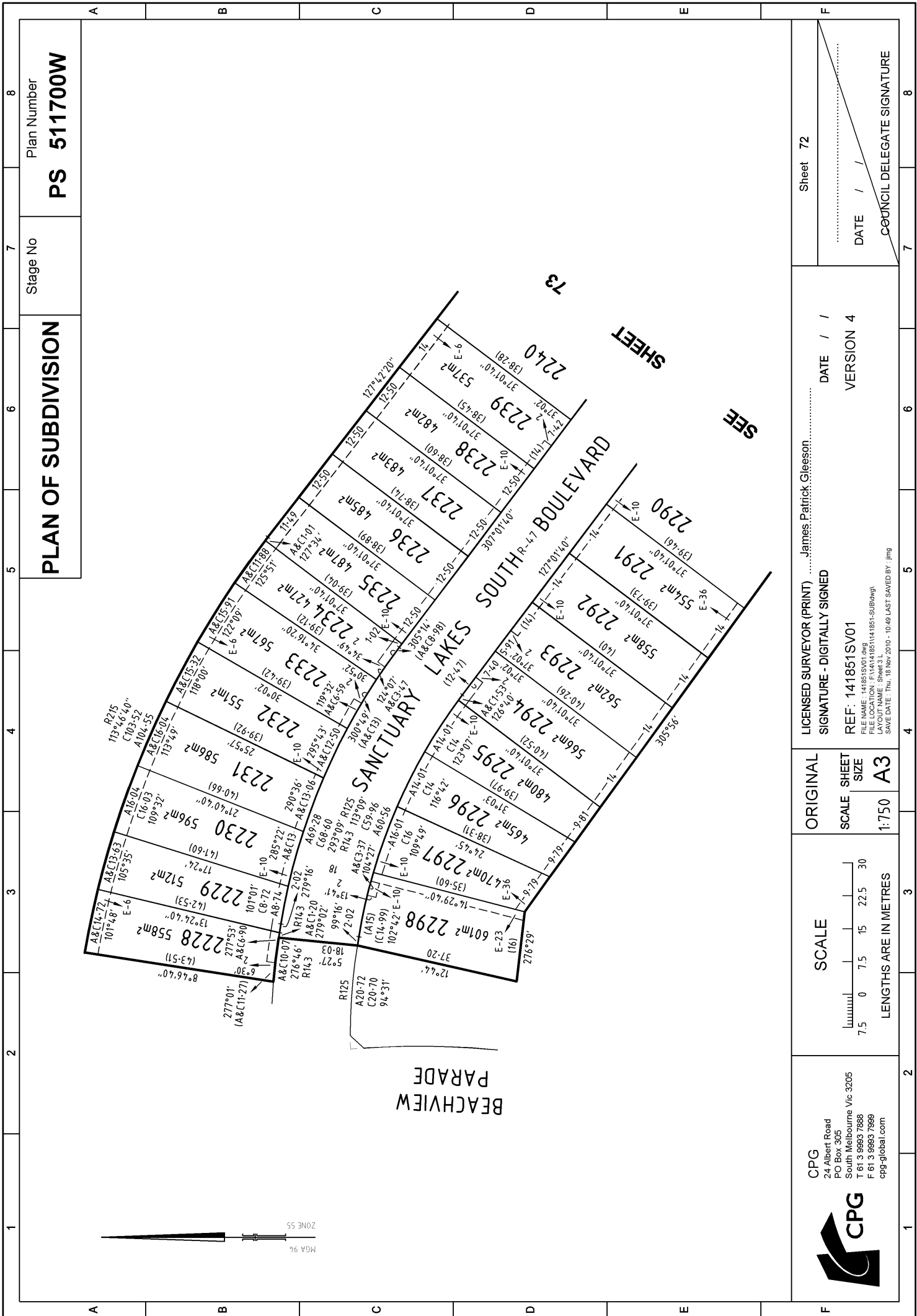
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Sheet **71**

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3



Plan Number
PS 511700W

Stage No
7

PLAN OF SUBDIVISION

Sheet 72

DATE / /

VERSION 4

COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) James Patrick Gleeson

SIGNATURE - DIGITALLY SIGNED

REF: 141851SV01

FILE NAME: 141851SV01.dwg

LAYOUT NAME: Sheet 3 L1051141851-SUB.dwg

SAVE DATE: Thu, 18 Nov 2010 - 10:49 LAST SAVED BY: jmg

ORIGINAL SCALE SHEET SIZE

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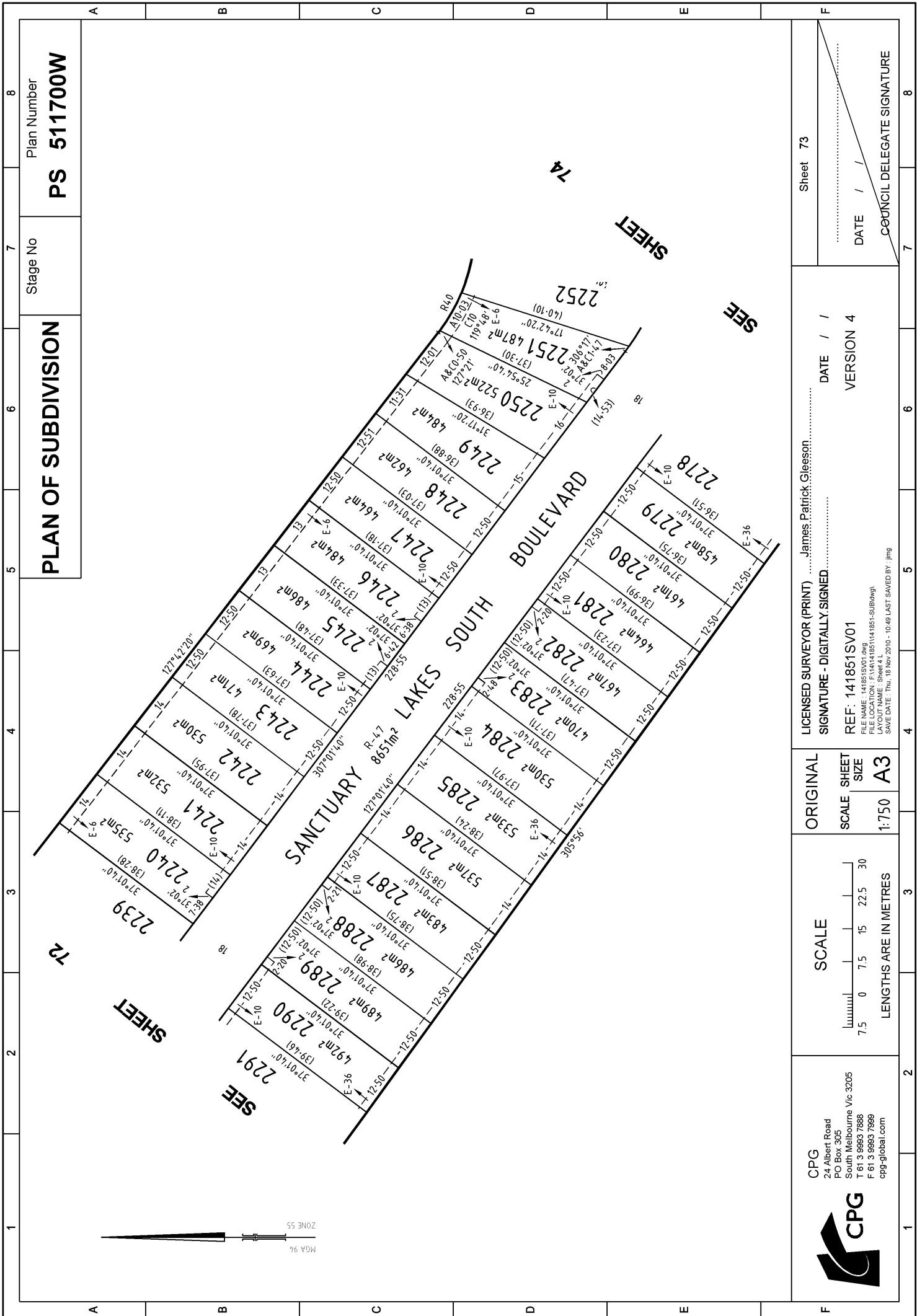
SCALE

LENGTHS ARE IN METRES

7.5 0 7.5 15 22.5 30

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PS 511700W

Stage No
7

PLAN OF SUBDIVISION

Sheet 73

DATE / /

COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) James Patrick Gleeson

SIGNATURE - DIGITALLY SIGNED.....

DATE / /

VERSION 4

ORIGINAL SCALE SHEET SIZE

1:750 A3

SCALE

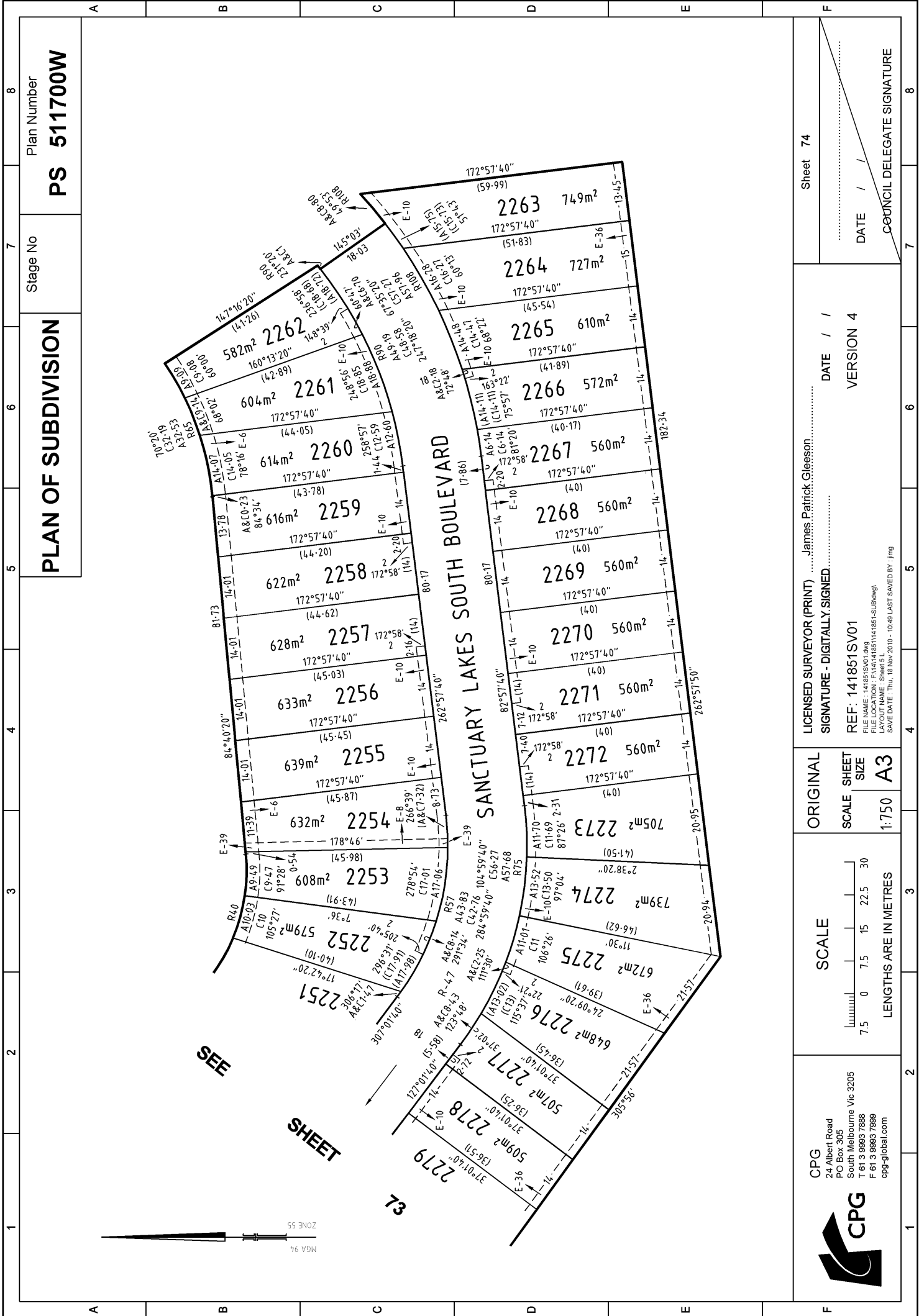
7.5 0 7.5 15 22.5 30

LENGTHS ARE IN METRES

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REF: 141851SV01
FILE NAME: 141851SV01.dwg
LAYOUT NAME: Sheet 4
SAVE DATE: Thu, 18 Nov 2010 - 10:49 LAST SAVED BY: jmg

Signed by Council: Wyndham City Council, Original Certification: 09/05/2011, S.O.C.: 09/09/2011



Plan Number
PS 511700W

Stage No
PLAN OF SUBDIVISION

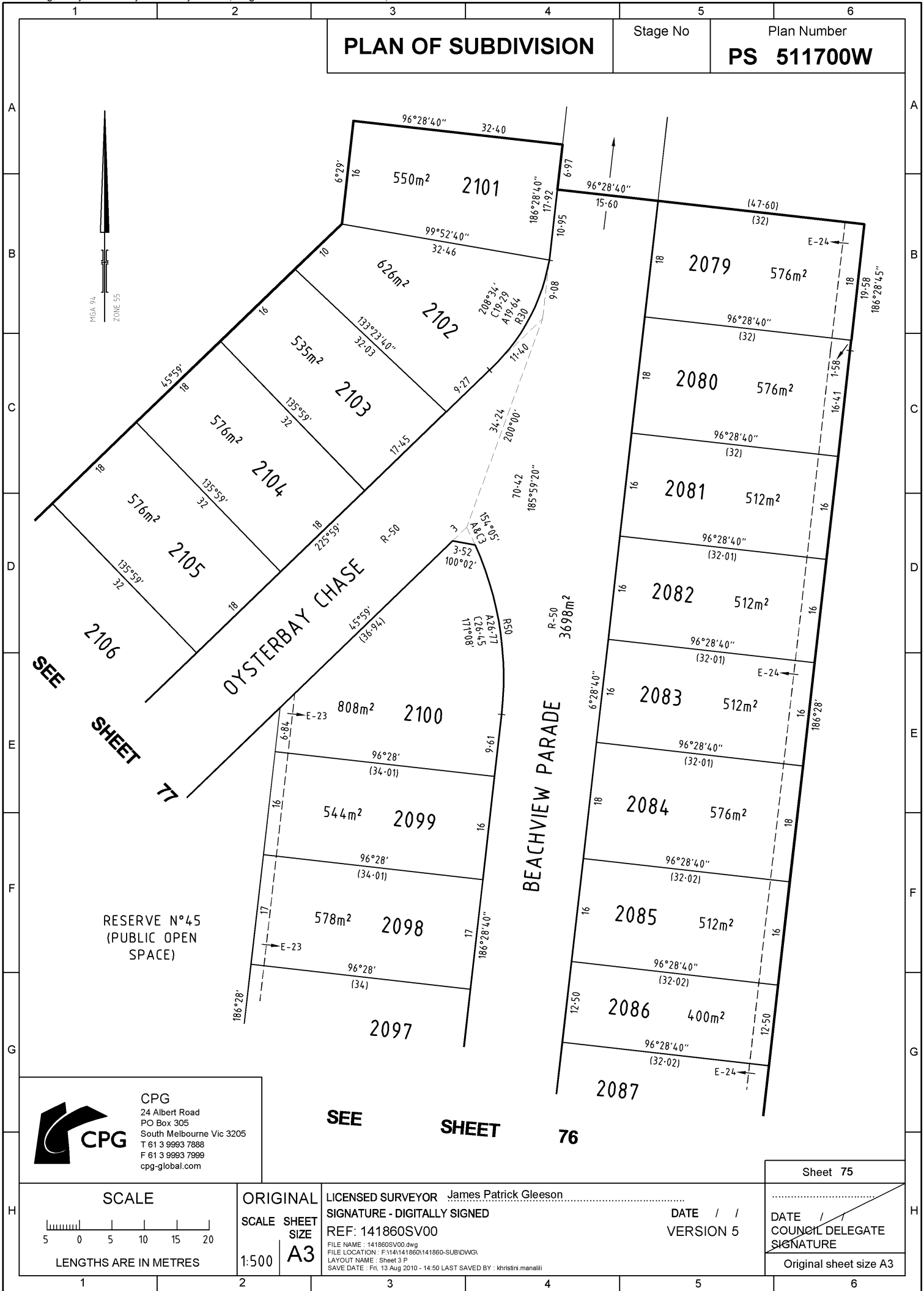
Sheet 74
DATE / /
COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) James Patrick Gleeson
SIGNATURE - DIGITALLY SIGNED
DATE / /
VERSION 4

ORIGINAL SCALE SHEET SIZE
1:750 A3

SCALE
LENGTHS ARE IN METRES
7.5 0 7.5 15 22.5 30

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PLAN OF SUBDIVISION

Stage No

Plan Number

PS 511700W



SEE SHEET 77

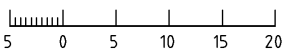
SEE SHEET 76

RESERVE N°45
(PUBLIC OPEN SPACE)



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SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET
1:500 A3

LICENSED SURVEYOR James Patrick Gleeson

SIGNATURE - DIGITALLY SIGNED

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FILE LOCATION : F:\141860\141860-SUB\DWG\
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SAVE DATE : Fri, 13 Aug 2010 - 14:50 LAST SAVED BY : khristini.manallil

DATE / /
VERSION 5

Sheet 75

DATE / /
COUNCIL DELEGATE
SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION

Stage No

Plan Number

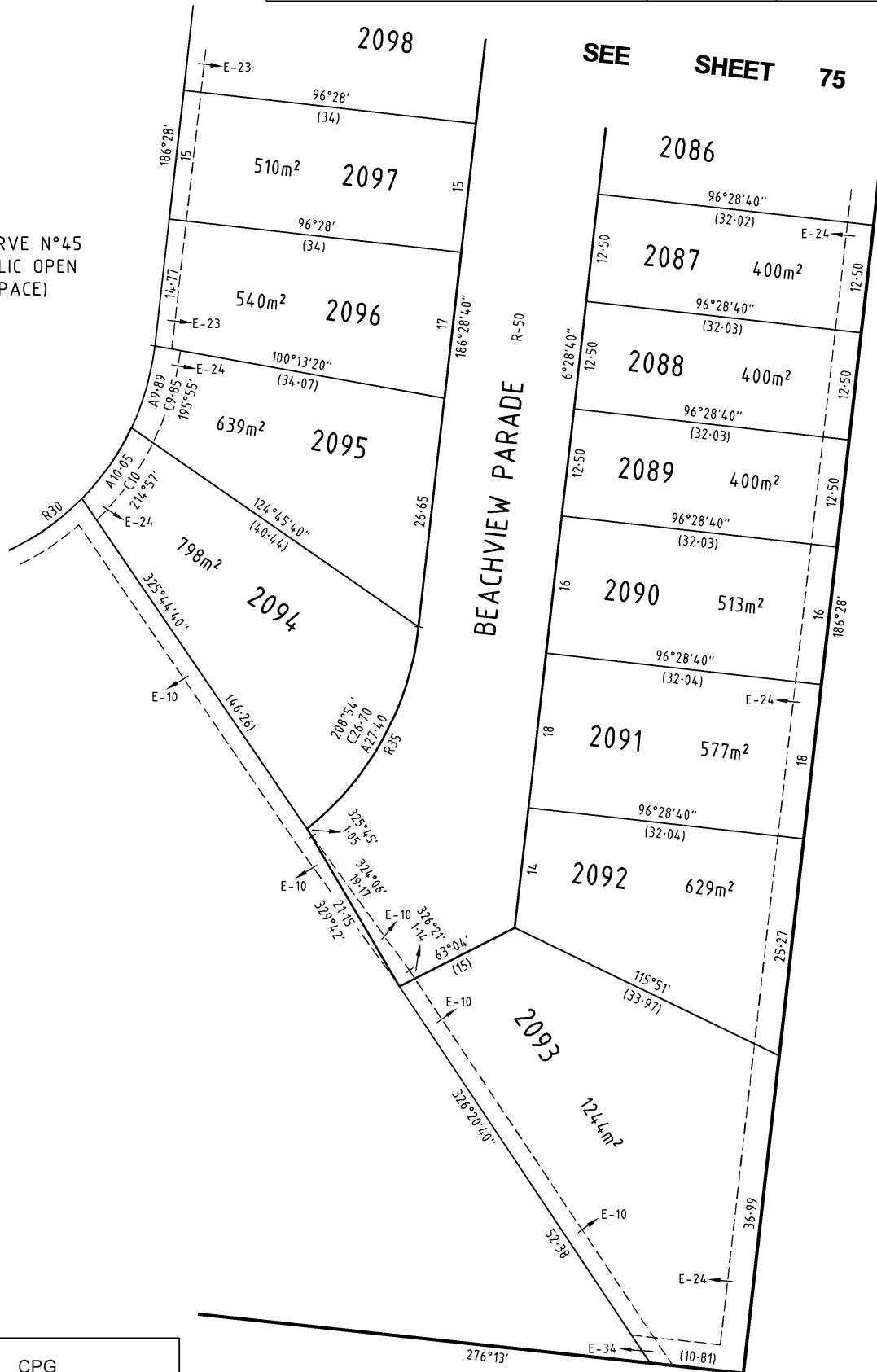
PS 511700W

SEE SHEET 75

RESERVE N°45
(PUBLIC OPEN SPACE)

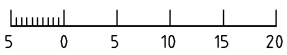
BEACHVIEW PARADE R-50

MGA 94
ZONE 55



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SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET SIZE
1:500 A3

LICENSED SURVEYOR James Patrick Gleeson

SIGNATURE - DIGITALLY SIGNED

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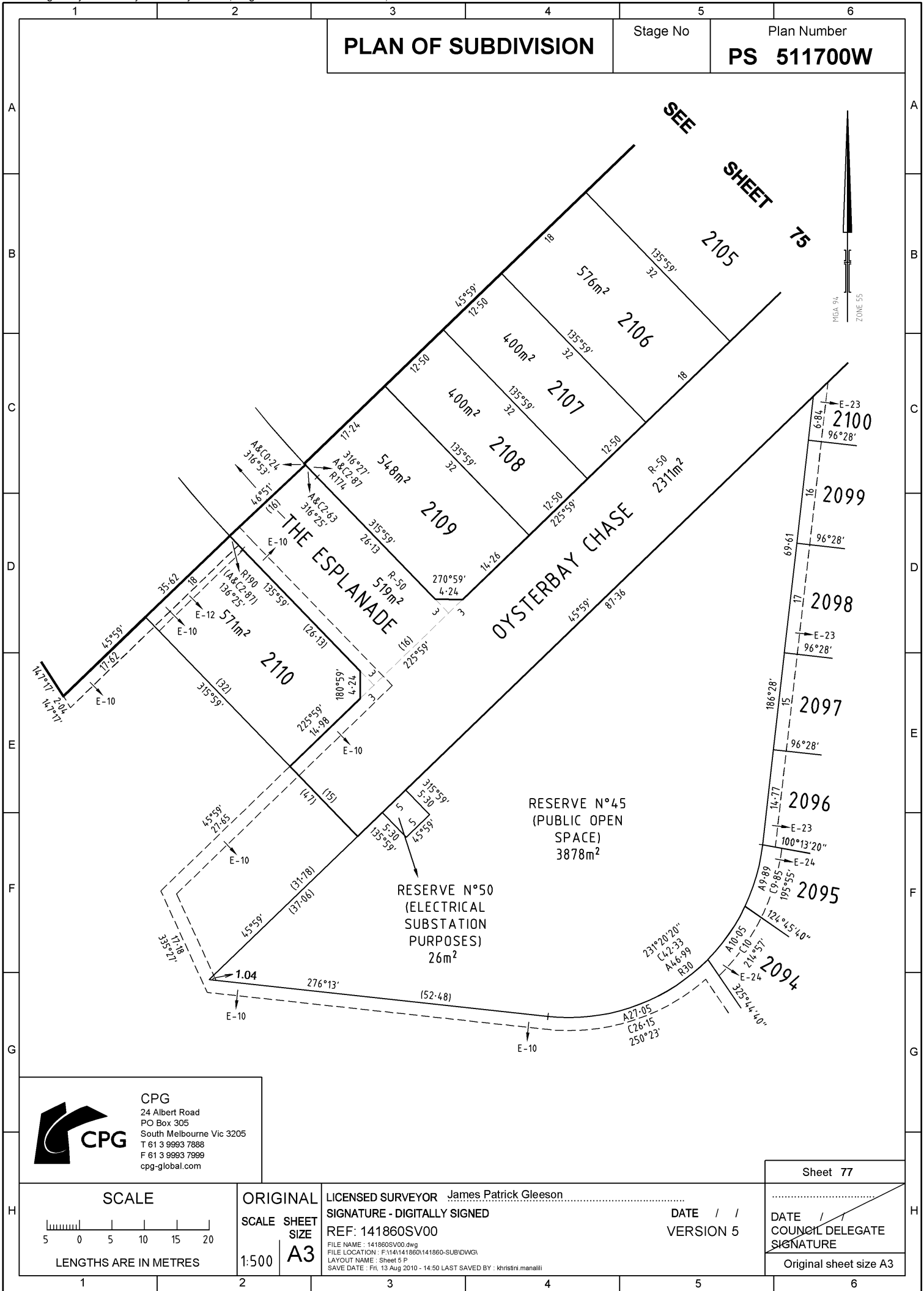
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DATE / /
VERSION 5

Sheet 76

DATE / /
 COUNCIL DELEGATE
 SIGNATURE

Original sheet size A3



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ORIGINAL SCALE SHEET SIZE
 1:500 A3

LICENSED SURVEYOR James Patrick Gleeson
 SIGNATURE - DIGITALLY SIGNED _____
 DATE / /
 VERSION 5

REF: 141860SV00
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 SAVE DATE: Fri, 13 Aug 2010 - 14:50 LAST SAVED BY: khristini.manalili

Sheet 77

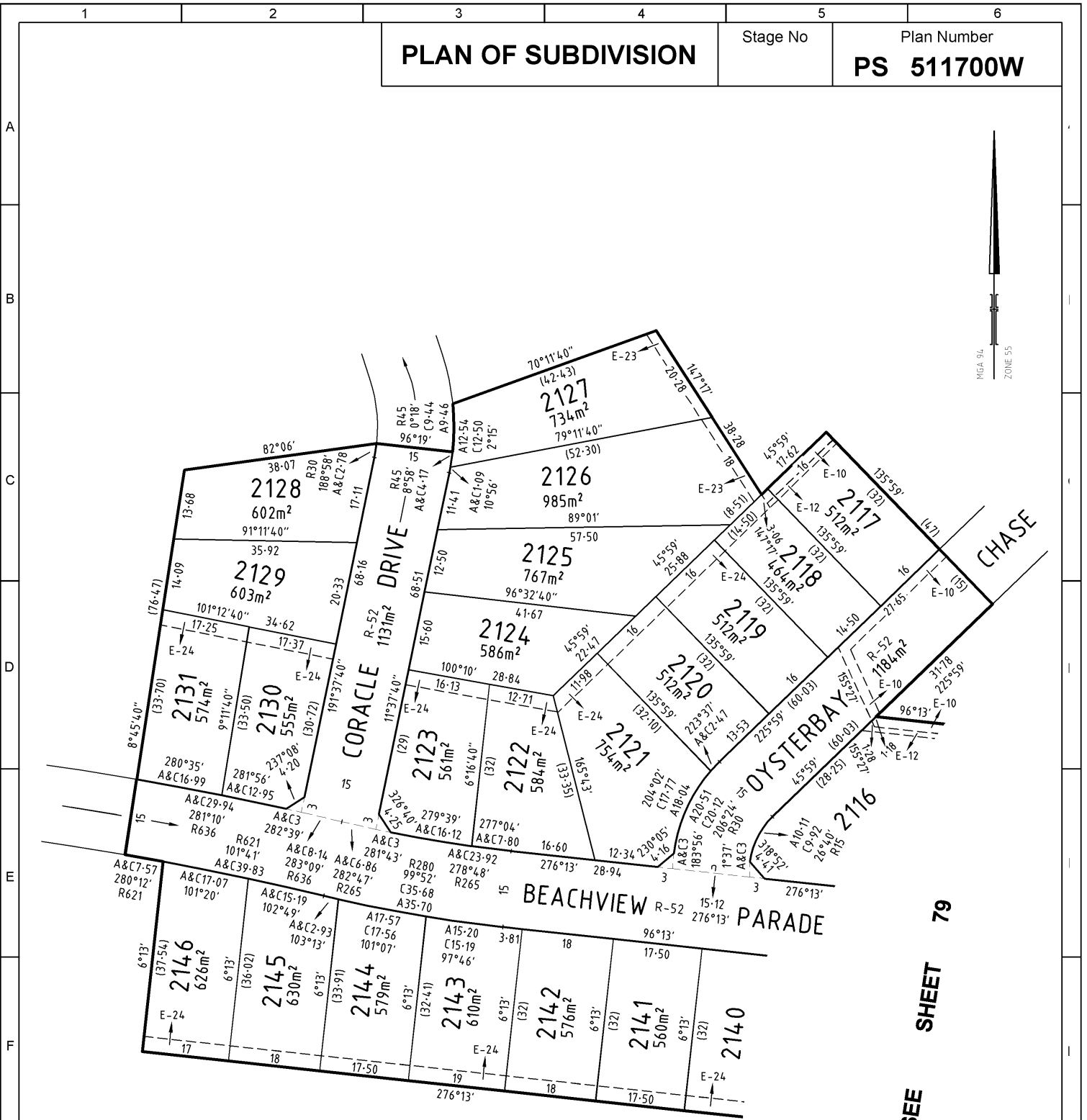
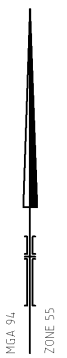
DATE / /
 COUNCIL DELEGATE SIGNATURE _____
 Original sheet size A3

PLAN OF SUBDIVISION

Stage No

Plan Number

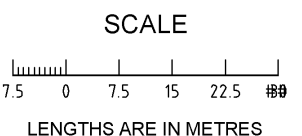
PS 511700W



SEE SHEET 79



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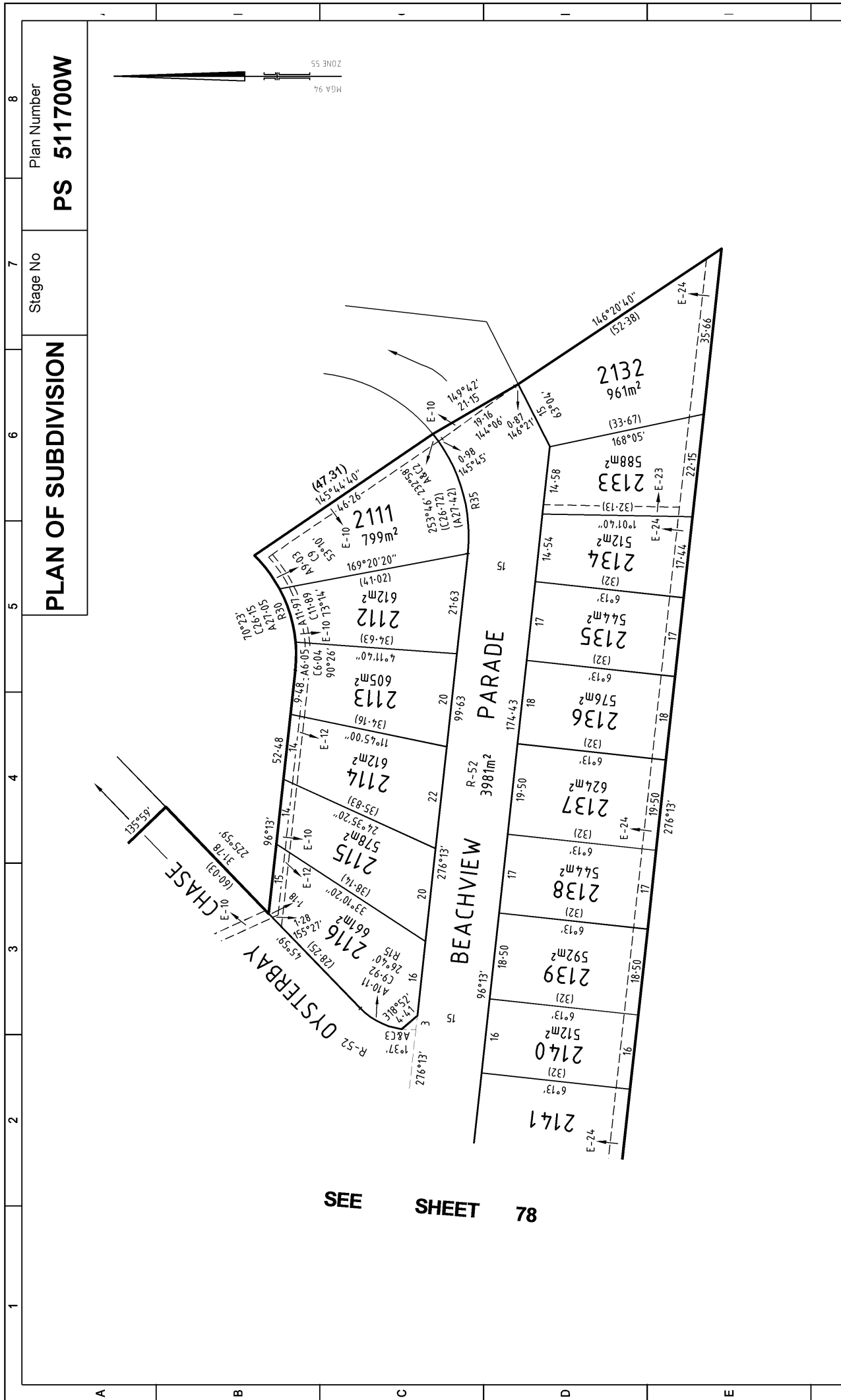



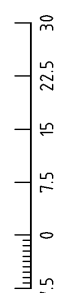
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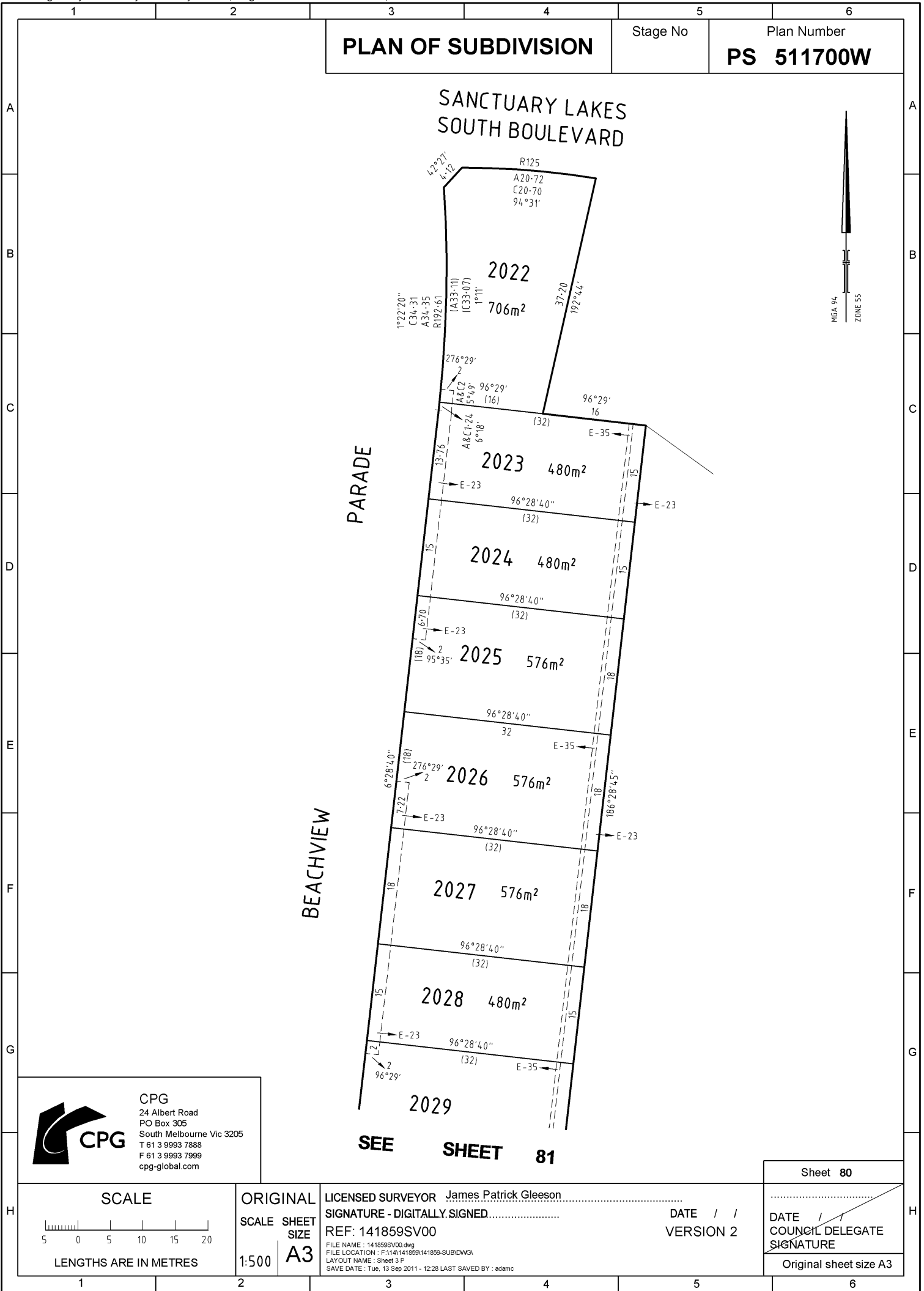
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 SIGNATURE - DIGITALLY SIGNED
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 FILE LOCATION: F:\141861\141861-SUB\DWG\
 LAYOUT NAME: Sheet 3 P
 SAVE DATE: Fri, 16 Jul 2010 - 10:23 LAST SAVED BY: .jmg

DATE / /
 VERSION 2

Sheet 78
 DATE / /
 COUNCIL DELEGATE SIGNATURE
 Original sheet size A3



 <p>CPG 24 Albert Road PO Box 305 South Melbourne Vic 3205 T 61 3 9983 7888 F 61 3 9983 7999 cpg-global.com</p>	<p>SCALE</p>  <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL</p> <p>SCALE 1:750</p> <p>SHEET SIZE A3</p>	<p>LICENSED SURVEYOR (PRINT) James Patrick Gleeson</p> <p>SIGNATURE - DIGITALLY SIGNED</p> <p>REF: 141861SV00 FILE NAME: 141861SV00 FILE LOCATION: F:\141861\141861-SUBDWG LAYOUT NAME: Sheet 4.L SAVE DATE: Fri, 16 Jul 2010 - 10:23 LAST SAVED BY: jimg</p>	<p>DATE / /</p> <p>VERSION 2</p>	<p>Sheet 79</p> <p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p>
	<p>.....</p>				



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ORIGINAL
 SCALE SHEET SIZE
 1:500 A3

LICENSED SURVEYOR James Patrick Gleeson
 SIGNATURE - DIGITALLY SIGNED..... DATE / /
 REF: 141859SV00
 VERSION 2

FILE NAME: 141859SV00.dwg
 FILE LOCATION: F:\14141859\141859-SUB\DWG
 LAYOUT NAME: Sheet 3 P
 SAVE DATE: Tue, 13 Sep 2011 - 12:28 LAST SAVED BY: adamc

Sheet 80

DATE / /
 COUNCIL DELEGATE
 SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION

Stage No

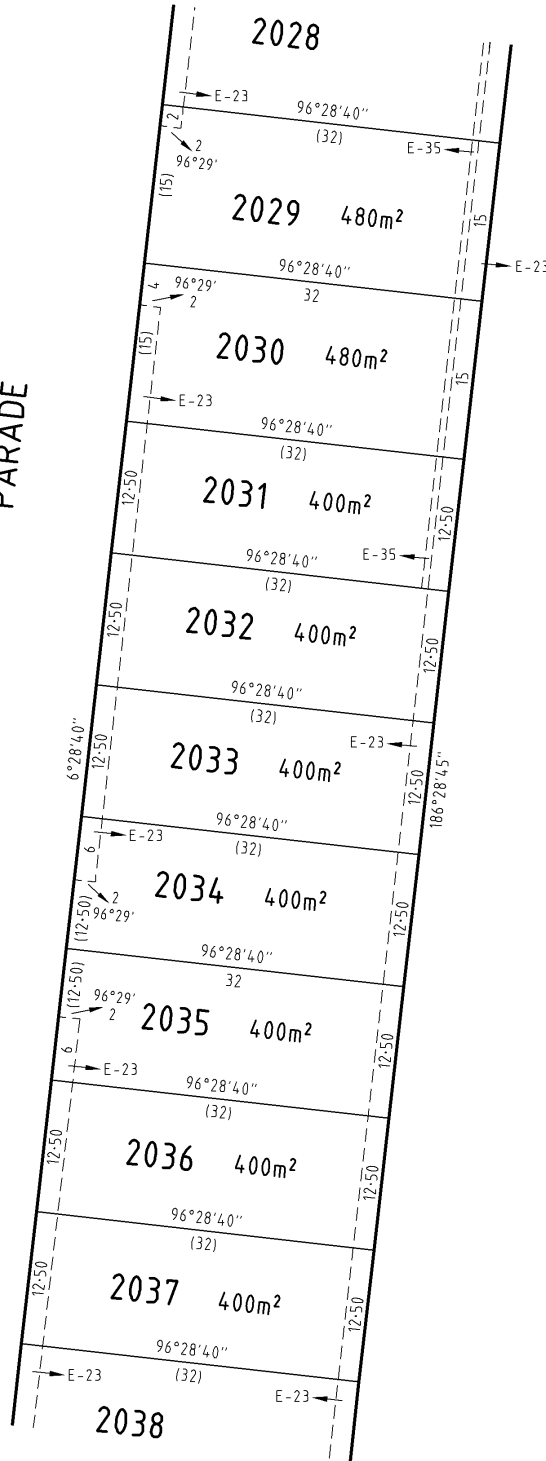
Plan Number

PS 511700W

SEE SHEET 80

PARADE

BEACHVIEW



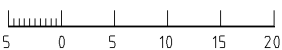
SEE SHEET 82



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Sheet 81

SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET SIZE
1:500 A3

LICENSED SURVEYOR James Patrick Gleeson

SIGNATURE - DIGITALLY SIGNED.....

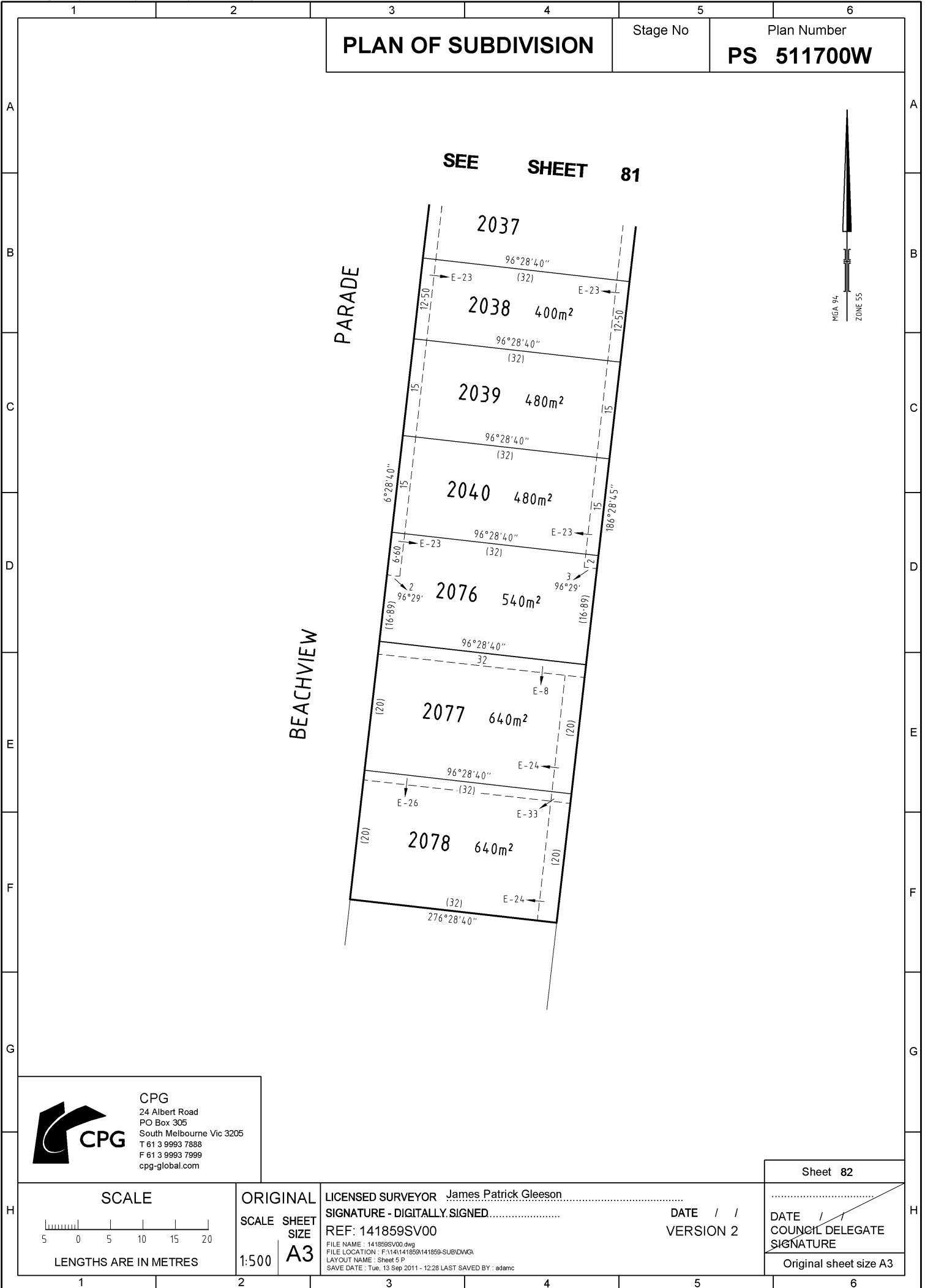
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 LAYOUT NAME : Sheet 4 P
 SAVE DATE : Tue, 13 Sep 2011 - 12:28 LAST SAVED BY : adamc

DATE / /
VERSION 2

DATE / /
COUNCIL DELEGATE
SIGNATURE

Original sheet size A3



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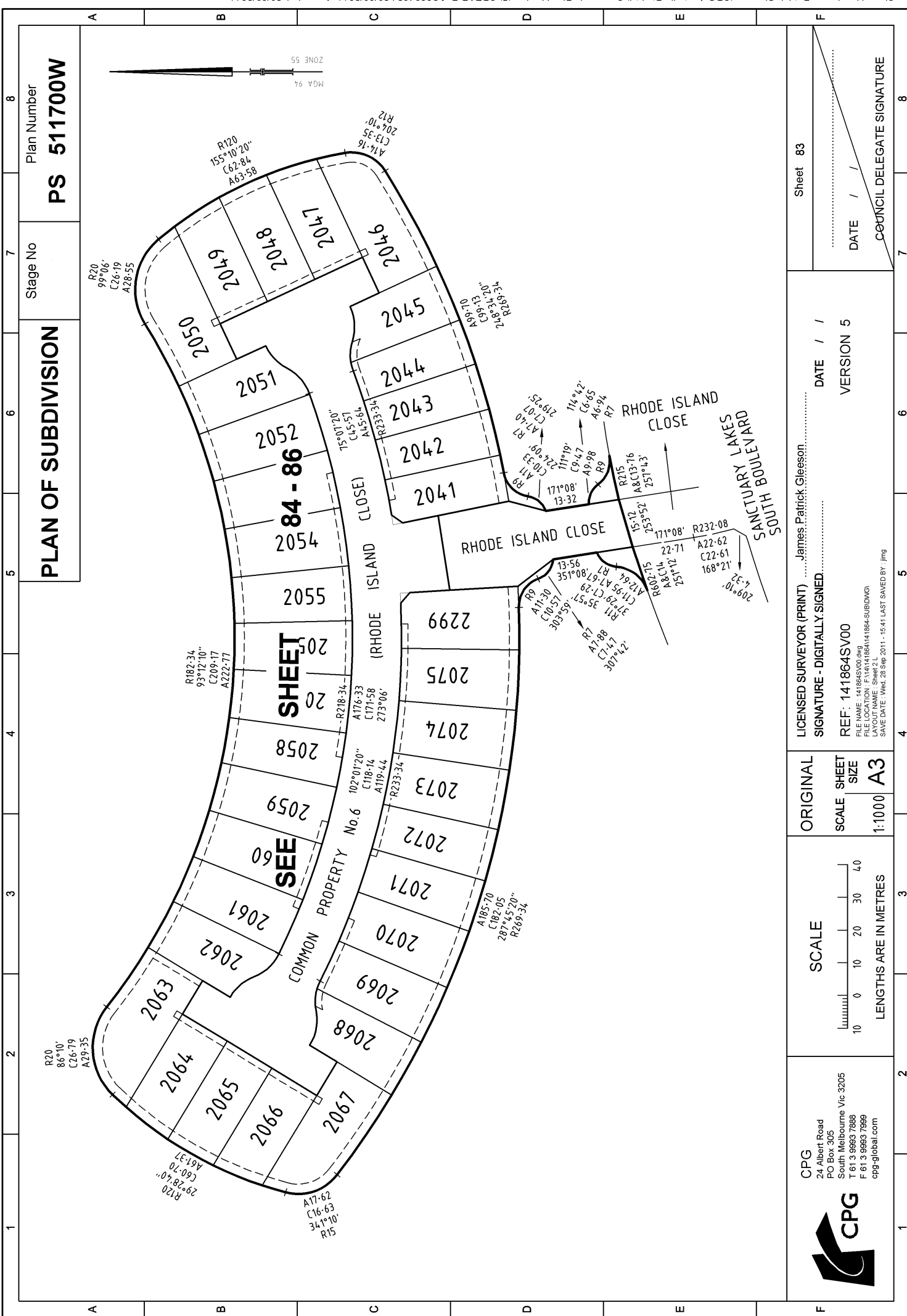
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Sheet **82**

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Plan Number
PS 511700W

Stage No
PLAN OF SUBDIVISION

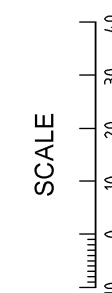
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SAVE DATE: Wed, 28 Sep 2011 - 15:41 LAST SAVED BY: jing

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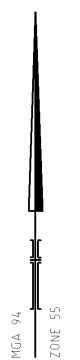
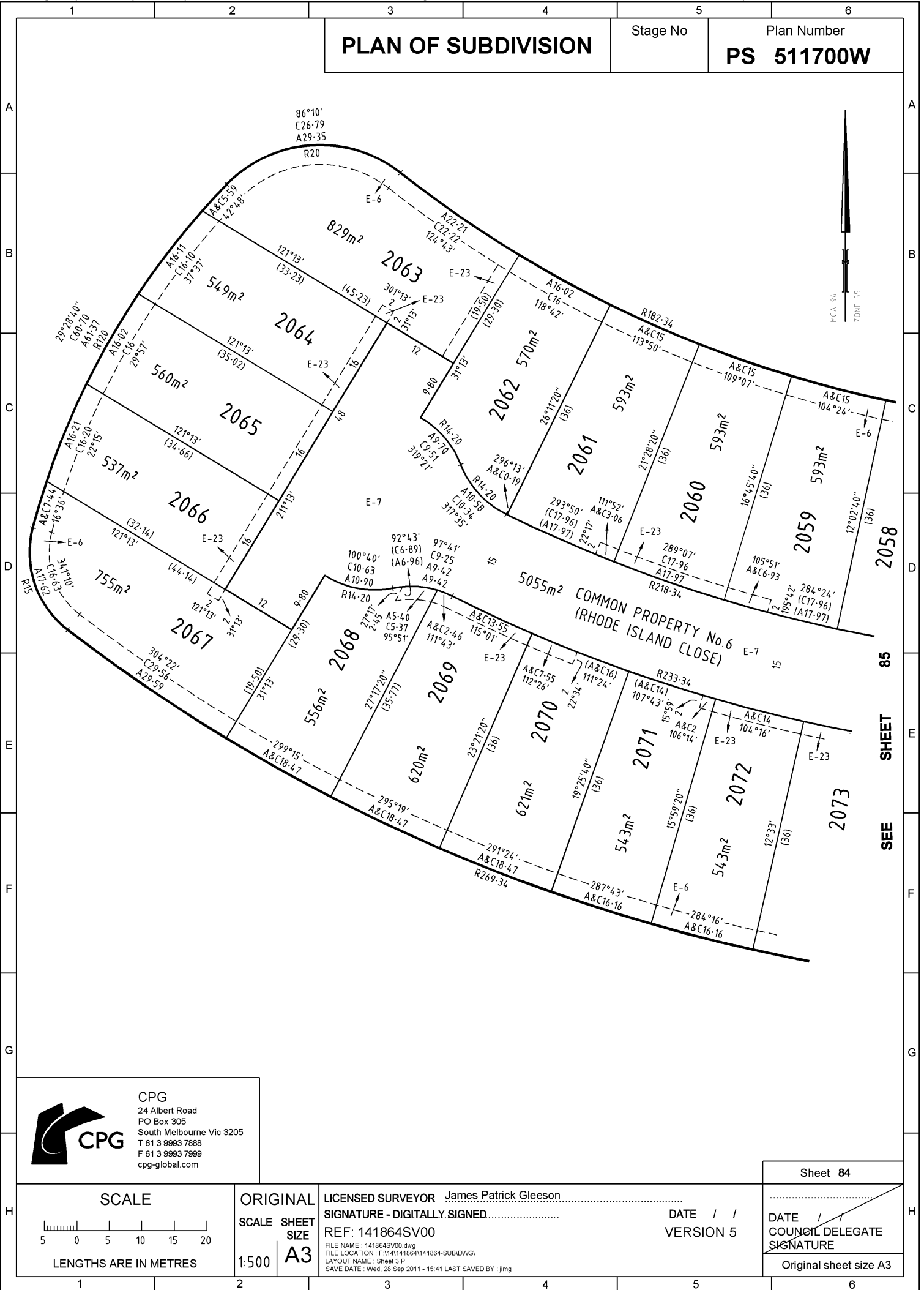


PLAN OF SUBDIVISION

Stage No

Plan Number

PS 511700W



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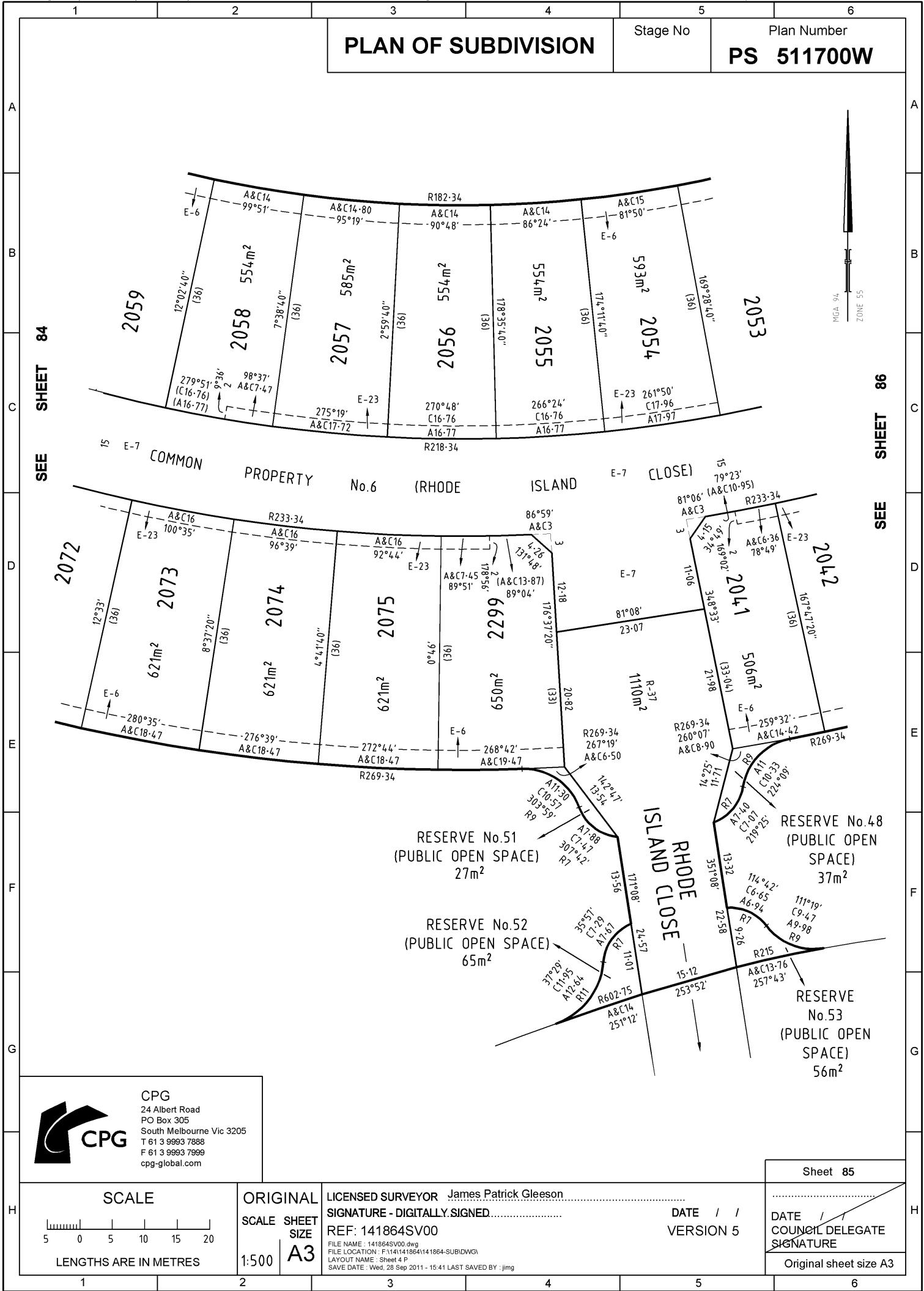
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Sheet 84

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PLAN OF SUBDIVISION

Stage No

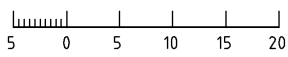
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LENGTHS ARE IN METRES

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LICENSED SURVEYOR James Patrick Gleeson

SIGNATURE - DIGITALLY SIGNED

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 VERSION 5

Sheet 86

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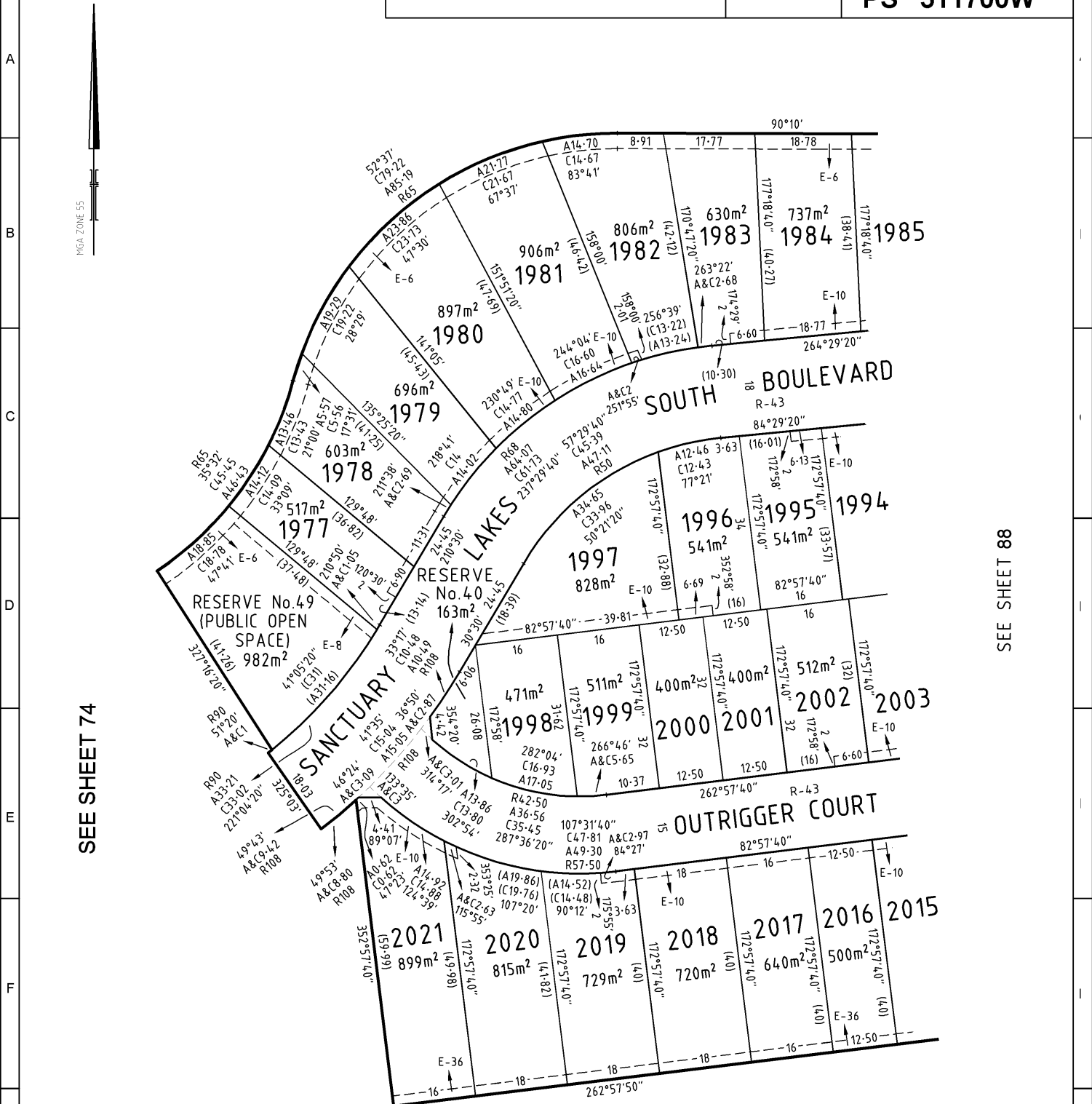
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PLAN OF SUBDIVISION

Stage No

Plan Number

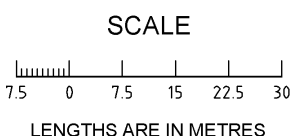
PS 511700W



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Sheet 87

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PLAN OF SUBDIVISION

Stage No

Plan Number

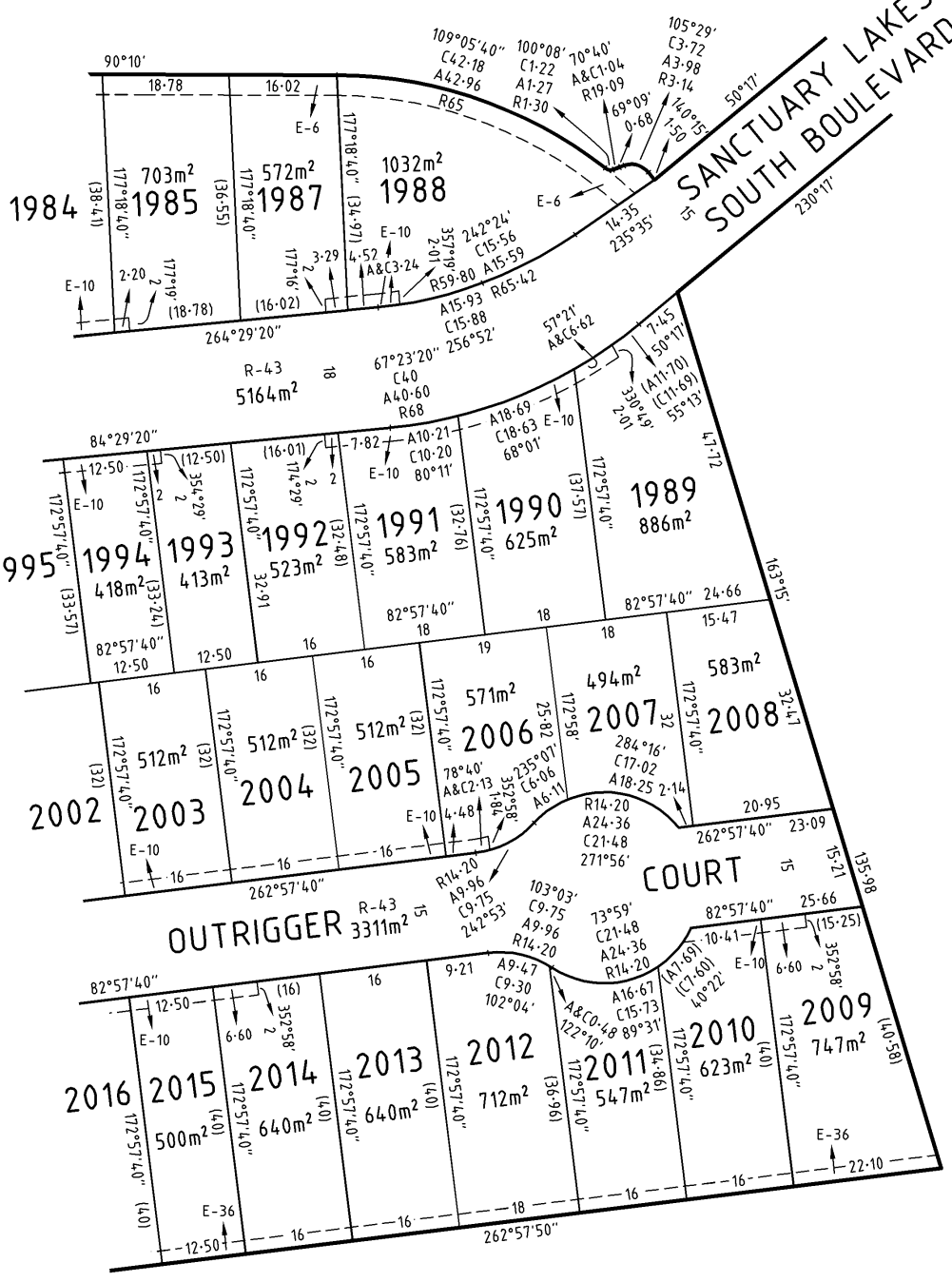
PS 511700W

SEE SHEET 59

SANCTUARY LAKES SOUTH BOULEVARD

COURT

OUTRIGGER

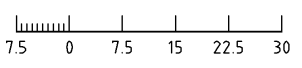


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DATE / /

VERSION 9

Sheet 88

DATE / /
 COUNCIL DELEGATE
 SIGNATURE

Original sheet size A3

1	2	3	4	5	6	
PLAN OF SUBDIVISION			Stage No	Plan Number PS 511700W		
A	<u>CREATION OF RESTRICTION</u>				A	
B	<p>The following restriction is to be created upon registration of this plan</p> <ul style="list-style-type: none"> - Land Benefited: Lots 1694 - 1716 (both inclusive) - Land Burdened: Lots 1694 - 1716 (both inclusive) <p>Description of Restriction:</p> <p>The registered proprietor or proprietors of any lot on this plan to which the following restriction applies shall not</p> <ul style="list-style-type: none"> - Allow council refuse collection to be collected from any areas except from a public road 				B	
C					C	
D					D	
E					E	
F					F	
G					G	
H	Coomes Consulting Group Pty Ltd consult@coomes.com.au coomes.com.au 24 Albert Road PO Box 305 South Melbourne Victoria 3205 T 61 3 9993 7888 F 61 3 9993 7999		LICENSED SURVEYOR (PRINT) James Patrick Gleeson SIGNATURE <i>[Signature]</i> DATE 14 / 8 / 2008 REF: 9985SV00 VERSION 8 <small>FILE NAME 9985SV00.dwg FILE LOCATION F:\9985\9985-SUB\DWG\ LAYOUT NAME Sheet 4 P SAVE DATE Thu 14 Aug 2008 - 11:09 LAST SAVED BY adamc</small>		SHEET 89 <i>[Signature]</i> DATE 29 / 12 / 2008 COUNCIL DELEGATE SIGNATURE Original sheet size A3	
1	2	3	4	5	6	

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

MASTER PLAN (STAGE 1) REGISTERED DATE 9/10/03 TIME 11:07am

WARNING: THE IMAGE OF THIS PLAN/DOCUMENT HAS BEEN DIGITALLY AMENDED.

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PLAN NUMBER

PS511700W

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S2	Lots 1120 to 1249, S6, S7, Reserves No.1, 2 & Road R2 & additional rules (B/Corp #1)	STAGE 2	PS511700W/S2	4/12/03		2	ARH.
LOT S3	LOTS 1262 TO 1372, S8, ROAD R3 & RES NO. 3	STAGE 3	PS511700W/S3	7/6/04		3	N.B.M.
LOT S8	LOTS 1373 TO 1409 & R8	STAGE 8	PS511700W/S8	7/6/04		3	N.B.M.
		ADDITION OF R3 & R8 AND RES. No. 3 TO VESTING TABLE	A.O. IN PS511700W/S5	18/1/05		4	KRB
LOT S5	LOTS 1479 - 1506, 1508 - 1520 1522 - 1534, 1536 - 1541, S9, S10 S11, S12, S13, S14, AA & AB	STAGE 5	PS511700W/S5	18/1/05		4	KRB
LOT S9,S12,S13	Lots 1410 - 1474,S21,S22 ROAD R-9, RES.4-9,13-15 and additional rules (B/Corp #2)	STAGE 9	PS511700W/S9	3/05/05		5	H.L.
LOT S10	LOTS 1659 - 1663	STAGE 10	PS511700W/S10	15/07/05		6	IT
LOT S22	LOTS 1542-1583 B.I. LOTS S15,S19 & ROAD R-13,RES NO17	STAGE 13	PS511700W/S13	06/10/05		7	KRB
LOT S21	LOTS 1613-1620, S16, S17 S18, S23, R-12, RES 16	STAGE 12 REMOVAL OF EASEMENT E-10	PS511700W/S12	10/08/06		8	SRF
LOT S16	LOTS 1584-1612,1669 & 1670 RES 19-22 and additional rules (B/Corp #3)	STAGE 16	PS511700W/S16	10/08/06		8	SRF

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS511700W

MASTERPLAN REGISTERED AT 11.07AM 09/10/ 2003

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AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
S18	LOTS 1621-1626 RESERVE 18	STAGE 18	PS511700W/S18	10/08/06	8	SRF
S19	LOTS S24,S25 & ROAD R18	STAGE 19	PS511700W/S19	16.1107	9	MLE
S25	Lots S28 - S30 and Road R25	Stage 25	PS511700W/S25	4/12/07	10	RGM
LOT1621 TO 1623	LOT 1813 TO 1815	AMENDMENT SECTION 32	PS511700W/D1	12/6/08	11	JFM
LOT1614 & 1615	LOT 1808 & 1809	AMENDMENT SECTION 32	PS511700W/D2	12/6/08	11	JFM
LOT1617 TO 1619	LOT 1810 TO 1813	AMENDMENT SECTION 32	PS511700W/D3	12/6/08	11	JFM
S17	LOTS 1627-1658,1664-1668,1671- 1675,S20, RES 23,24, & RD R17	STAGE 17	PS511700W/S17	17/09/08	12	RNM
LOT S7	LOT AG & LOT S36	STAGE 34	PS511700W/S34	23/10/08	13	RJS
LOT S14 & S24	LOTS 1694 TO 1702, S26 & CM4	STAGE PLAN	PS511700W/S14	18/12/08	14	RJS
LOT S30	LOTS 1737-1787, S31, S32, S35, ROAD R30 & RESERVES 25 - 29	STAGE PLAN	PS511700W/S30	12/1/09	15	RGM
LOT S31	LOTS 1788-1807, S33 & ROAD R31	STAGE PLAN	PS511700W/S31	12/1/09	15	RGM
LOT S26	LOTS 1703 - 1716, RESERVE No. 39 AND ADDITIONAL CP No. 4	STAGE PLAN	PS511700W/S26	12/3/09	16	RGM
LOT S15	LOTS 1717 to 1723	STAGE PLAN	PS511700W/S15	1/5/09	17	NJR
LOT LOT 1662, 1663 & S23	LOTS 1662A, 1663A & S27	STAGE PLAN	PS511700W/S23	2/07/09	18	RMcB
LOT S32	LOTS 1901 TO 1908	STAGE PLAN	PS511700W/S32	8/07/09	19	S.B.
LOTS S4, S27, S33, S35, S36	LOTS S34, S48, AF	STAGE PLAN	PS511700U/S27	31/7/09	20	BT
LOT S34	LOTS 1816 TO 1859, S37, S38, S39, S44	STAGE PLAN	PS511700W/S36	27/8/09	21	NJR

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS511700W

MASTER PLAN (STAGE 1) REGISTERED DATE 9/10/2003 TIME 11.07AM

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AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S48	LOTS 1860-1884, 1898-1900, S40, S43, Res. 31, Res. 41 & Road R-33	STAGE PLAN	PS511700W/S33	7/10/09	22	N. NG
LOT S11	LOTS 1680 - 1693 & COMMON PROPERTY No5	STAGE PLAN	PS511700W/S11	09/02/10	23	MLE
LOT S6	LOTS 1971 - 1976	STAGE PLAN	PS511700W/S 6	10/02/10	23	MLE
LOT S39	LOTS 1885 - 1897, S41 & S42. RES. 33 & 34 ROAD R-39	STAGE PLAN	PS511700W/S39	07/03/10	24	R McBAIN
LOT S42	LOTS 1937 - 1970, S45, S51 & ROAD R-42	STAGE PLAN AND REMOVAL OF PART OF EASEMENT E - 5	PS511700W/S42	14/4/10	25	RMCB
LOT 1943 & RESERVE NO. 1	LOT 1943A & RESERVE NO. 46	AMENDMENT SECTION 32	PS511700W/D4	22/7/10	26	KMB
LOTS S43 & S44	LOTS S47 & S53	STAGE PLAN	PS511700W/S44	28/9/10	27	NJR
LOT S45	LOTS 2147 TO 2184, S49, ROAD R45 & RESERVES 42 & 44	STAGE PLAN	PS511700W/S45	02/12/10	28	GMR
LOT S40	LOTS 1909 TO 1936 RESERVE 35 TO 38 ROAD R40	STAGE PLAN	PS511700W/S40	21/2/11	29	IRM
LOT S29	LOTS 2801 to 2810 & S70 and R70	STAGE PLAN	PS511700W/S70	3/03/2011	30	AM
LOT 70	LOTS 2811 to 2834, R71 and S71	STAGE PLAN	PS511700W/S71	3/03/2011	31	A.M
RESERVE NO. 28	E-51, E-52	CREATION OF EASEMENT	AH820855J	3/3/11	32	NF07
LOT S49	LOTS 2185 - 2227 R-49, R43, R47 & R54	STAGE PLAN	PS511700W/S49	13/05/11	33	RGM
LOTS S28 & S71	LOTS 2835 - 2856, S72, ROAD R72 & RESERVE 70	STAGE PLAN	PS511700W/S72	20/05/11	34	M.V
LOT S72	LOTS 2857 - 2876 & S73 & ROAD R73	STAGE PLAN	PS511700W/S73	31/5/11	35	M.V
LOT S73	LOTS 2877 TO 2898 AND ROAD R74	STAGE PLAN	PS511700W/S74	14/7/11	36	A.M
LOT S38		RECTIFICATION distance on E-23 changed from 45.78 to 40.22	PS511700W/S41	13/9/11	37	IRM



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VICTORIA

APPLICATION BY A RESPONSIBLE
AUTHORITY under Section 181 Planning and
Environment Act 1987 for ENTRY OF A
~~MEMORANDUM OF AGREEMENT~~ under
Section 173 of the Act.

The Responsible Authority under the Planning Scheme having entered into an Agreement with the parties named for the land described requires that a memorandum of the Agreement be entered on the Certificate(s) of Title to the land referred to.

LAND (insert Certificate of Title Volume and Folio)

See Annexure "A"

ADDRESS OF THE LAND

"Cheetham Laverton Salt Works", Laverton

RESPONSIBLE AUTHORITY (name and address)

Wyndham City Council, formerly known as The City of
Werribee, Civic Centre, 45 Princes Highway, Werribee,
Victoria

CAVEAT

PLANNING SCHEME

Werribee Planning Scheme

AGREEMENT DATE

19 December, 1994

AGREEMENT WITH (name and address)

See Annexure "B"

A copy of the Agreement is attached to this Application.

Signature for the Responsible Authority [Signature]

Name of Officer ANDREW L. PULLIANS

Date 13 JUNE 1995

P. [Signature]

WPDCOMMS:2854/1



DT948966X-1-6

ANNEXURE "A"

VOLUME	FOLIO
8129	104 (Part)
8226	886
8129	104 (Part)
4921	024 ✓
8085	170
1208	863 (Crown Lease)
5662	250
5278	413
6034	728
10143	530
4921	026
8196	790 ✓
4921	025 ✓
6010	809 ✓
5750	819 ✓
Current Licence (ref: 02444/13B)	

AMENDED

1.1 OCT 1995

With consent of Solicitor for App

App
RR

10240

503 to 512 (INCL)

10240

518



DT948966X-2-3

ANNEXURE "B"

Laverton Heights Pty Ltd
A.C.N. 006 726 781

Melbourne Water Corporation

Melbourne Parks and Waterways

The Commissioner of the City of Hobsons Bay

Roads Corporation



DT948966X-3-1

T 948966X

PARTIES:



**LAVERTON HEIGHTS PTY LTD
A.C.N. 006 726 781**

and

THE CITY OF WERRIBEE

and

MELBOURNE WATER CORPORATION

and

MELBOURNE PARKS AND WATERWAYS

and

THE COMMISSIONERS OF THE CITY OF HOBSONS BAY

and

ROADS CORPORATION

PLANNING AGREEMENT

**Point Cook Estate,
Laverton,
Victoria**



DT948966X-4-8

**Lander & Rogers
Solicitors
600 Bourke Street
MELBOURNE 3000
VICTORIA AUSTRALIA**

**Phone: (03) 672 9111
Fax: (03) 670 2723
Ausdoc: 370 MELBOURNE**

**Ref: AJW
WPAJW:277/1-56**

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DT948966X-5-5

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DT948966X-6-2

T948966X

THIS AGREEMENT is made the 19th day of December 1994



PARTIES:

1. **LAVERTON HEIGHTS PTY LTD A.C.N. 006 726 781**
of Level 44, Grosvenor Place, 225 George Street, Sydney,
New South Wales (the "Owner");
2. **THE CITY OF WERRIBEE** of Civic Centre, 45 Princes Highway,
Werribee, Victoria (the "Responsible Authority");
3. **MELBOURNE WATER CORPORATION** of 625 Little Collins Street,
Melbourne, Victoria ("Melbourne Water");
4. **MELBOURNE PARKS AND WATERWAYS** of 378 Cotham Road, Kew,
Victoria ("Melbourne Parks");
5. **THE COMMISSIONERS OF THE CITY OF HOBSONS BAY** of 115 Civic
Parade, Altona, Victoria (the "Second Responsible
Authority"); and
6. **ROADS CORPORATION** of 60 Denmark Street, Kew, Victoria
("VicRoads").

NOT CHARGEABLE
 WITH
 STAMP DUTY
 - 7 APR 1995
 STATE REVENUE OFFICE
 VICTORIA

RECITALS:

- A. The Owner is the registered proprietor of the Land and is the owner of the Land for the purposes of the Act.
- B. The Responsible Authority is responsible under the Act for the administration and enforcement of the Planning Scheme.
- C. The Minister is responsible for the administration and operation of the Act.
- D. The Second Responsible Authority has authority over land adjoining the Land over which access is required to facilitate the Urban Development of the Drylands.
- E. The Wetlands have been identified by the Government of the State of Victoria as being of conservation significance. The conservation significance of the Wetlands and the continued existence of the Wetlands habitats is dependent upon and can only be maintained by the continuation of salt water pumping similar to that used for salt making on the Land.

T948966

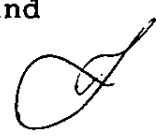
- F. The Drylands have been identified by the Responsible Authority and the Minister as being suitable for the Urban Development.
- G. The Owner has applied to the Responsible Authority and the Minister for the Planning Scheme Amendment to facilitate the Urban Development on the Drylands.
- H. The Responsible Authority has determined to act as the planning authority and has prepared the Planning Scheme Amendment and has processed the Planning Scheme Amendment in accordance with the requirements of the Act.
- I. The Responsible Authority has complied with the requirements specified in Divisions 1 and 2 of Part 3 of the Act in relation to the Planning Scheme Amendment.
- J. The Responsible Authority will adopt the Planning Scheme Amendment.
- K. It is anticipated that the Minister will approve the Planning Scheme Amendment in accordance with section 35 of the Act subject to all parties entering into this Agreement.
- L. The Owner, the Responsible Authority, the Second Responsible Authority, Melbourne Water, Melbourne Parks and VicRoads have determined to enter into this Agreement in order to ~~sustain~~ the artificial Wetlands habitats on the Wetlands and to facilitate the Urban Development of the Drylands and in order to advance the objectives of planning in the State of Victoria under the Act, and have agreed to enter into this Agreement pursuant to section 173 of the Act.

THE PARTIES AGREE as follows.

1. Definitions and Interpretation

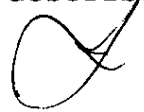
1.1 In this Agreement, unless the contrary intention appears:

- (a) "Act" means the Planning and Environment Act 1987;
- (b) "Adjoining Crown Lands" means the Crown land surrounding the Land;



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- (c) **"Authority"** means any government, semi-government, municipal or other authority or body having jurisdiction with respect to the Land or the Works or any part of them;
- (d) **"Certificate of Completion"** means a certificate of completion issued to the Owner with respect to any of the Works in accordance with clause 14;
- (e) **"Cheetham Creek"** means the area marked as Cheetham Creek on the Plan;
- (f) **"Community Activity Centre"** means the community activity centre whose location is shown on the Plan;
- (g) **"Community Services Works"** means the works described in clause 11.1;
- (h) **"Community Services Works Land"** means any land required by the Owner for the purposes of constructing the Community Services Works;
- (i) **"Development Authorities"** mean the Responsible Authority, the Second Responsible Authority, Melbourne Water, Melbourne Parks and VicRoads;
- (j) **"Development Contributions"** mean those contributions to be made by the Owner in relation to the Urban Development as specified in clause 18, but excludes Melbourne Water charges in relation to the provision of water, drainage and sewerage services;
- (k) **"Drainage Reserves"** means the areas marked generally as the drainage reserves on the Plan and the attached drawings numbered 5985/SK/3/010 and 92-07-04/13/X;
- (l) **"Drainage Works"** means the works described in clause 6.1;
- (m) **"Drylands"** means the areas marked as the dry-lands on the Plan;
- (n) **"Flood Protection Works"** means the works described in clause 6.1(b);



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- (o) **"Government Gazette"** means the Victorian Government Gazette (General);
- (p) **"Land"** means all the land, and improvements thereon, shown on the Plan (which include the Drylands and the Wetlands) comprising an area of approximately 937 hectares and generally known as the Cheetham Laverton salt works site, Laverton, Victoria but excludes any land the subject of a plan of subdivision after it has been certified by the Responsible Authority;
- (q) **"Laverton Creek"** means the area marked as Laverton Creek on the Plan;
- (r) **"Laws"** means all acts or statutes for the time being enacted and all rules, regulations, by-laws, notices, requisitions, orders or local laws made to or under any act or statute from time to time by any Authority;
- (s) **"Local Activity Centre"** means the local activity centre whose approximate location is shown on the Plan;
- (t) **"Melbourne Parks"** means Melbourne Parks and Waterways established by an order known as the State Owned Enterprises (State Body - Melbourne Parks and Waterways) Order 1994 made by the Governor in Council pursuant to the powers in section 14 of the State Owned Enterprises Act 1992 or its successors;
- (u) **"Melbourne Water"** means the Melbourne Water Corporation or its successors;
- (v) **"Minister"** means the Minister for Planning of the Government of the State of Victoria;
- (w) **"MPCC"** means a multi-purpose community centre;
- (x) **"Northern Moat"** means the Moat to be constructed along the boundary of the Wetlands to the north of the SWTP;
- (y) **"Northernmost Educational Centre Site"** means the northernmost educational establishment whose location is shown on the Plan;



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- (z) **"Owner"** means Laverton Heights Pty Ltd A.C.N. 006 726 781 or the person entitled from time to time to be registered as the proprietor of any estate in fee simple of the Land and includes (where the context permits) the Owner's employees agents contractors invitees and licensees;
- (aa) **"Physical Infrastructure Works"** means the works described in clause 9.1;
- (bb) **"Physical Infrastructure Works Land"** means any land required by the Owner for the purposes of constructing the Physical Infrastructure Works;
- (cc) **"Physical Infrastructure Works Report"** means the External Road Infrastructure Works Contribution Schedule dated 11 November, 1994 prepared by TTM Consulting Pty Ltd A.C.N. 006 645 147, a copy of which is attached as Schedule 5;
- (dd) **"Plan"** means the plans of the Land set out in Schedule 1;
- (ee) **"Planning Scheme"** means the Werribee Planning Scheme or any predecessor or successor planning scheme (as the case may be) as amended from time to time;
- (ff) **"~~Planning Scheme Amendment~~"** means Amendment L51 to the local section of the Planning Scheme set out in Schedule 2;
- (gg) **"Responsible Authority"** means the City of Werribee or the responsible authority for the Planning Scheme from time to time;
- (hh) **"Second Responsible Authority"** means the Commissioners of the City of Hobsons Bay from time to time;
- (ii) **"Site Rehabilitation Works"** means the works described in clauses 12.1 and 12.2;
- (jj) **"Site Rehabilitation Works Land"** means any land required by the Owner for the purposes of constructing the Site Rehabilitation Works;



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- (kk) **"Skeleton Creek"** means the area marked as Skeleton Creek on the Plan;
- (ll) **"Skeleton Creek Lagoon"** means the area marked as the Skeleton Creek Lagoon on the Plan;
- (mm) **"Southern Moat"** means the drain to be constructed along the boundary of the Wetlands to the south of the SWTP as described in clause 6.1(a);
- (nn) **"SWTP"** means the storm water treatment pond as described in clause 6.1(a);
- (oo) **"Treatments"** means the Skeleton Creek Lagoon - Typical Edge Treatments described in Schedule 4;
- (pp) **"Urban Development"** means the proposed use of the Drylands by the Owner for residential and related urban development;
- (qq) **"Urban Development Land"** means that part of the Drylands subject to the Urban Development;
- (rr) **"VicRoads"** means the Roads Corporation or its successors;
- (ss) **"Wetlands"** means the areas marked as the wet-lands on the Plan;
- (tt) **"Wetlands Works"** means the works described in clause 4.1;
- (uu) **"Works"** means the Wetlands Works, the Site Rehabilitation Works, the Community Services Works, the Drainage Works and the Physical Infrastructure Works or any part or parts of any of them.

1.2 In this Agreement, unless the contrary intention appears:

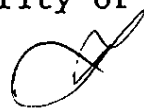
- (a) words denoting the singular include the plural and vice-versa and, where words or expressions are defined, cognate words or expressions have corresponding meanings;
- (b) words denoting one gender include the other genders and words denoting individuals include corporations and vice-versa;



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- (c) a reference to any legislation or to any provision thereof shall include any modification or re-enactment of that legislation or provision or any legislation or provision substituted for, and all regulations and statutory instruments issued under, such legislation or provision;
- (d) a reference to any document (including this Agreement) shall include a reference to that document as varied, amended, supplemented, novated or replaced from time to time by agreement;
- (e) where a party comprises two or more persons an agreement or obligation to be performed or observed by that party binds those persons jointly and each of them severally, and a reference to that party shall be deemed to include a reference to any one or more of those persons;
- (f) a reference to any person (including a party to this Agreement) shall include that person's successors and permitted assigns;
- (g) a reference to a part, clause, sub-clause, paragraph, sub-paragraph, schedule or annexure is a reference to a part, clause, sub-clause, paragraph, sub-paragraph, schedule or annexure of this Agreement;
- (h) a reference in this Agreement to an indemnity in respect of claims, costs, losses, liabilities, damages or expenses includes, without limitation:
 - (i) any claims, causes of action, proceedings, awards or judgments brought or made by any person, authority, court or tribunal;
 - (ii) any costs or expense of, or awards of damages made in respect of, defending or denying any claim, cause of action, proceeding, award or judgment brought or made;
 - (iii) any costs or expenses of preparing any environmental audit or other such reports lawfully required by any authority or required under any law;



- (iv) any damage to property, real or personal;
- (v) any penalties or fines imposed by any authority, court or tribunal;
- (vi) any costs or expenses incurred in complying with any order or notice lawfully served by any authority including without limitation any pollution abatement notice or clean-up notice lawfully issued or any bond or other security;
- (vii) any injury to human health or the environment; and
- (viii) any other direct economic loss;
- (i) "writing" and cognate words include all means of reproducing words in a tangible and permanently visible form;
- (j) headings are included for convenience only and shall not affect the interpretation of this Agreement.

2. Confirmation of Recitals

The parties confirm the Recitals and acknowledge that the Recitals form ~~part~~ of this Agreement.

3. Transfer of Wetlands

3.1 The Plan identifies the Wetlands.

3.2 The Owner covenants and agrees that as soon as practicable after publication of the notice of approval of the Planning Scheme Amendment in the Government Gazette pursuant to section 36 of the Act unless subsequently revoked wholly or in part pursuant to section 38(2) of the Act, it will transfer the Wetlands as a "reserve" to Melbourne Parks.

3.3 Melbourne Parks will be responsible for all costs and acts necessary to effect the transfer described in clause 3.2. The Owner agrees to execute and deliver all documents necessary to effect the transfer. Melbourne Parks will be liable for all stamp duty and registration



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fees payable on the transfer and the Owner will be liable for Melbourne Parks' reasonable legal costs with respect to the transfer.

- 3.4 On the date of the transfer described in clause 3.2, title to all fixed plant and equipment on the Wetlands will pass to Melbourne Parks.
- 3.5 Subject to clauses 4 and 5, upon the date of transfer of the Wetlands to Melbourne Parks, the Owner will have no further responsibility for the Wetlands.

4. **Wetlands Works**

- 4.1 Subject to clause 4.2, the Owner covenants and agrees that it will at its own cost and expense construct the Northern Moat, fencing, pump station and undertake excavation more particularly described in Schedule 3 and generally in accordance with the method of design and construction set out in Schedule 3 after the transfer of the Wetlands to Melbourne Parks in accordance with clause 3.
- 4.2 Prior to commencing the Wetlands Works, the Owner will submit drawings, specifications and work schedules for the approval of Melbourne Parks which will describe the Owner's method of working and the Owner's access points to the Wetlands, and will not commence the Wetlands Works until that approval is given.
- 4.3 Melbourne Parks covenants and agrees that while the Owner carries out the Wetlands Works:
 - (a) and while the Owner carried out the Works, the Owner will have the right of access to and occupation of land owned controlled or managed by Melbourne Parks which may include the Wetlands and Adjoining Crown Lands and the right to use all fixed plant and equipment on such land; and
 - (b) it will provide all necessary approvals, consents and authorities that may be required from Melbourne Parks to enable the Wetlands Works to be carried out.
- 4.4 The Owner covenants and agrees that while carrying out the Wetlands Works, it will:



- (a) take all due care to avoid damage to the Wetlands and Adjoining Crown Lands; and
- (b) ensure that any contractor that carries out the Wetlands Works (or any part of them) holds an insurance policy to cover the repair and reinstatement of the Wetlands or Adjoining Crown Lands where significant damage has been caused by the negligence of the contractor.

4.5 Subject to clauses 5, 6.1(a) and 13, on the issue of a Certificate of Completion for the Wetlands Works then the Owner will have no further responsibility to carry out any works on or in respect of the Wetlands in relation to the Urban Development.

5. **Maintenance of Wetlands**

5.1 Melbourne Parks covenants and agrees that, on the transfer of the Wetlands to Melbourne Parks in accordance with clause 3.2, Melbourne Parks will be responsible for all matters relating to the ownership of the Wetlands from the date of transfer of the Wetlands and, subject to clause 5.2, the operation and management of the Wetlands.

5.2 The Owner and Melbourne Parks agree that on and from the date of the transfer of the Wetlands to Melbourne Parks the only obligations of the Owner in respect of the Wetlands will be to:

- (a) pay a maintenance fee of:
 - (i) \$55,000.00 to Melbourne Parks upon the date of transfer of the Wetlands to Melbourne Parks in accordance with clause 3.2; and
 - (ii) \$55,000.00 (reviewed annually in accordance with clause 5.3) on the second, third, fourth and fifth anniversaries of the date specified in clause 5.2(a)(i);

to initially assist Melbourne Parks to meet the cost of operating and maintaining the pumps and other plant and equipment including all channels and related infrastructure;




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- (b) permit reasonable access to the Wetlands through the Land to the officers and agents of Melbourne Parks in the conduct of their business provided that:
 - (i) access is only to be at locations agreed to from time to time between the Owner and Melbourne Parks;
 - (ii) access will only be either by foot or by light vehicle; and
 - (iii) where other reasonable access is available to Melbourne Parks from roads created by the Urban Development, the right of access will be terminated; and
- (c) provide and install a section of rural type fence of substantial material and maintain the drainage channel in the location shown on drawing number 6451 in Schedule 3 to inhibit unauthorised access to the Wetlands in the vicinity of the proposed fence and channel prior to the construction of the SWTP in accordance with clause 6, if reasonably required by Melbourne Parks as a result of continued and unauthorised entry to the Wetlands by persons or animals causing significant injury to the Wetlands.

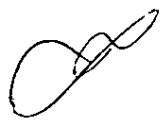
5.3 The amount to be paid by the Owner in accordance with clause 5.2(a)(ii) will be determined in accordance with the following formula:

$$RMF = MF \times \frac{CPIB}{CPIA}$$

Where: RMF means the reviewed maintenance fee;

MF means the maintenance fee payable immediately before the review;

CPIB means the consumer price index (all groups) for Melbourne last published by the Australian Bureau of Statistics immediately before the date upon which the relevant review is made;




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CPIA means the consumer price index (all groups) for Melbourne last published by the Australian Bureau of Statistics at or about 12 months before CPIB.

If the consumer price index is not current on both dates or is calculated from different bases or if a substantial change takes place in the method or basis of calculating it the fraction to be applied will be a fraction representing the rise between the two dates in the weighted average for Australia of weekly wage rates to be determined by the Australian Bureau of Statistics and if the Bureau is unwilling to make a determination then to be determined by an economist nominated by the President for the time being of the Law Institute of Victoria or his nominee and the decision of the economist (who will act as an expert) will be final and conclusive and his fees will be paid by the Owner and Melbourne Parks in equal shares.

6. **Drainage Works**

6.1 Subject to clauses 6.2, 6.3, 6.4 and 6.6, the Owner covenants and agrees that it will, at its own cost and expense, undertake detailed design and then construct:

- (a) the SWTP, retarding basin, Southern Moat and other control structures, generally in accordance with the description and method of design and construction set out in Schedule 4 or such other design as required by the Owner with the approval of Melbourne Water to act as a water retardation basin and a natural water treatment facility and to ensure that drainage emanating from the Urban Development Land is retarded and treated before being discharged into Skeleton Creek and/or Port Phillip Bay;
- (b) Flood Protection Works generally in accordance with the description and method of design and construction set out in Schedule 4 to include filling above declared flood levels or by construction of works to lower the declared level. Measures to reduce the declared flood levels may include channel remodelling, and/or additional retardation volume works, such works



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must be to the satisfaction of Melbourne Water as being acceptable for the purposes of flood protection;

(c) works to control the quality of stormwater run-off from the Urban Development Land and any land upstream of the Urban Development Land generally in accordance with the description and method of design and construction set out in Schedule 4; and

(d) the Treatments to minimise the impact of drainage from the Urban Development Land into Skeleton Creek and Skeleton Creek Lagoon generally in accordance with the description and method of design and construction set out in Schedule 4 AND Melbourne Water agrees that:

(i) the Treatments represent an acceptable combination of techniques to address drainage to the Skeleton Creek Lagoon and enhance fauna nesting opportunities; and

(ii) the Treatments will be deemed to comply with the Owner's obligation pursuant to clause 6.1(d) if they contain the following elements:

(A) a gross pollutant trap;

(B) energy dissipation; and

(C) the creation of habitat opportunities generally in accordance with the arrangements set out in Schedule 4.

6.2 The Owner covenants and agrees that prior to commencing the Drainage Works the Owner will submit final drawings, specifications and work schedules for the approval of Melbourne Water, and will not commence the Drainage Works until that approval is given.

6.3 Subject to clause 6.6, Melbourne Water agrees that design, development and construction of the Drainage Works for Cheetham Creek need not commence until the following both occur:



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- (a) the date of issue by the Registrar of Titles of a separate certificate of title for the 1500th subdivided lot on the Urban Development Land; and
- (b) Melbourne Water determines that the water quality control structures provided on the Urban Development Land are no longer satisfactory.

6.4 Melbourne Water covenants and agrees that while the Owner carries out the Drainage Works:

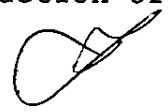
- (a) the Owner will have the right of access to and occupation of land owned controlled or managed by Melbourne Water which may include the Wetlands, Drainage Reserves and Adjoining Crown Lands and the right to use all fixed plant and equipment on such land; and
- (b) subject to clauses 6.2 and 13, it will provide all necessary approvals, consents and authorities that may be required from Melbourne Water to enable the Drainage Works to be carried out.

6.5 The Owner covenants and agrees that while carrying out the Drainage Works, it will:

- (a) take all due care to avoid damage to the Drainage Reserves; and
- (b) ensure that any contractor that carries out the Drainage Works (or any part of them) holds an insurance policy to cover the repair and reinstatement of the Wetlands, Drainage Reserves and Adjoining Crown Lands where significant damage has been caused by the negligence of the contractor.

6.6 Despite the provisions of clauses 6.1(a) and 6.3, the Owner covenants and agrees that:

- (a) prior to the construction of the SWTP, temporary measures will be constructed and operated by the Owner to collect and control drainage waters from the Urban Development Land to the satisfaction of Melbourne Water; and



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(b) following construction of the SWTP all temporary facilities will be abandoned and removed by the Owner and the drainage from the Urban Development Land will be discharged into the SWTP.

6.7 Despite the provisions of clauses 6.1, 6.3 and 6.6, if the SWTP has not been constructed by the date of issue by the Registrar of Titles of a separate certificate of title for the 1500th subdivided lot on the Urban Development Land, the Owner will lodge with Melbourne Water a bank guarantee for an amount which the Owner and Melbourne Water agree will be the estimated cost of design and construction of the SWTP to secure the Owner's obligation to construct the SWTP. The amount of the bank guarantee will be progressively reduced by the value of the work carried out by the Owner on the SWTP and fully released when a Certificate of Completion has issued for the SWTP. Any dispute as to the amount of the bank guarantee or the release of it under this clause 6.7 will be determined in accordance with clause 15.

6.8 Subject to clause 7 of Schedule 4 and clause 13, upon the issue of a Certificate of Completion for the Drainage Works in accordance with clause 14 then:

(a) the Owner will have no further responsibility to carry out any drainage works or any works on or in respect of the Drainage Reserves in relation to the Urban Development; and

(b) the management and maintenance of the Drainage Works will pass to Melbourne Water and the Owner will have no further responsibility for the Drainage Works.

7. Transfer of Drainage Reserves

7.1 Drawing number 5985/SK/3/010 in Schedule 4 indicates the approximate location of the Drainage Reserves adjacent to Cheetham Creek on which some of the Drainage Works are to be constructed. Drawing number 92-07-04/13/X in Schedule 4 indicates the approximate location of the Drainage Reserves adjacent to Skeleton Creek on which some of the Drainage Works are to be constructed.

7.2 The Owner, Melbourne Water and Melbourne Parks acknowledge that while the Southern Moat is part of the



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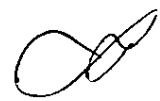
Drainage Works, it is constructed on the Wetlands and will be transferred to Melbourne Parks in accordance with clause 3.2.

- 7.3 Subject to clause 7.2, the Owner covenants and agrees that upon the issue of a Certificate of Completion for any part of the Drainage Works, that parcel of the Drainage Reserves identified by ruled lines around the Drainage Reserves immediately adjacent to that part of the Drainage Works which have been completed and which will be shown on the relevant plan of subdivision will be transferred to Melbourne Water.
- 7.4 The Owner agrees to execute and deliver all documents necessary to effect the transfer described in clause 7.3. Melbourne Water will be liable for all stamp duty and registration fees payable on the transfer and the Owner will be liable for Melbourne Water's reasonable legal costs with respect to the transfer.
- 7.5 On the date of the transfer of any of the Drainage Reserves to Melbourne Water described in clause 7.3, title to all fixed plant and equipment on that transferred part of the Drainage Reserves will pass to Melbourne Water.
- 7.6 Upon the date of transfer of any of the Drainage Reserves to Melbourne Water the Owner will have no further responsibility for the transferred Drainage Reserves.

8. Further Agreements with Melbourne Water

- 8.1 Melbourne Water covenants and agrees with the Owner that Melbourne Water will:
 - (a) provide water supply to the Urban Development Land from its existing reticulation/distribution system; and
 - (b) provide service to the Urban Development Land for the discharge of sewerage into its plant for treatment and disposal;

on the terms and conditions to be agreed between the Owner and Melbourne Water based on the description of works specified in Schedule 8.



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-8.2 The Owner covenants and agrees with Melbourne Water that the Owner will construct all internal water, drainage and sewerage reticulation works for the Urban Development to the satisfaction of Melbourne Water on the terms and conditions to be agreed between the Owner and Melbourne Water.

9. **Physical Infrastructure Works**

9.1 Subject to clauses 9.2 and 9.3, the Owner covenants and agrees that it will, at its own cost and expense, carry out the Physical Infrastructure Works generally in accordance with the description and method of design and construction described in the Physical Infrastructure Works Report, attached as Schedule 5, after publication of the notice of approval of the Planning Scheme Amendment in the Government Gazette pursuant to section 36 of the Act unless subsequently revoked wholly or in part pursuant to section 38(2) of the Act and generally in accordance with the timing described in the Physical Infrastructure Works Report.

9.2 Prior to commencing the Physical Infrastructure Works, the Owner will submit final drawings, specifications and work schedules for the approval of the Responsible Authority and VicRoads (which approval will not be unreasonably withheld), and will not commence the Physical Infrastructure Works until that approval is given.

9.3 The Responsible Authority, the Second Responsible Authority and VicRoads covenant and agree that:

- (a) the Responsible Authority will complete the acquisition of any land required for the Physical Infrastructure Works prior to the commencement of the Physical Infrastructure Works;
- (b) they will obtain any permits, approvals or authorities that may be required from them to enable the construction of the Physical Infrastructure Works;
- (c) those of the Physical Infrastructure Works carried out on land other than on the Land, will be deemed to be a contribution by the Owner in accordance with clause 18; and



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(d) the Owner will not be in breach of this Agreement or otherwise be penalised for its failure to commence the Physical Infrastructure Works in accordance with the Physical Infrastructure Works Report if the Owner's failure to commence the Physical Infrastructure Works is contributed to by the failure of any of the Responsible Authority, Second Responsible Authority or VicRoads to obtain any permits, approvals or authorities that may be required to carry out the Physical Infrastructure Works in accordance with clause 9.3(b).

9.4 The Responsible Authority, the Second Responsible Authority and VicRoads covenant and agree that while the Owner carries out the Physical Infrastructure Works the Owner will have the right of access to and occupation of land owned controlled or managed by any of them which may include the Physical Infrastructure Works Land and the right to use all fixed plant and equipment on such land.

9.5 The Owner covenants and agrees that while carrying out the Physical Infrastructure Works, it will:

(a) take all due care to avoid damage to the Physical Infrastructure Works Land; and

(b) ensure that any contractor that carries out the Physical Infrastructure Works (or any part of them) holds an insurance policy to cover the repair and reinstatement of the Physical Infrastructure Works Land where significant damage has been caused by the negligence of the contractor.



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9.6 Upon the issue of a Certificate of Completion for the Physical Infrastructure Works in accordance with clause 14, the ownership, management and maintenance of the Physical Infrastructure Works will pass to VicRoads, the Responsible Authority or the Second Responsible Authority (depending upon the location and nature of the Physical Infrastructure Works) and the Owner will have no responsibility, past or future, for the Physical Infrastructure Works.

9.7 If, immediately prior to the stage at which any part of the Physical Infrastructure Works is to be provided in accordance with section 3 of the Physical Infrastructure Works Report, those works have not been carried out by

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the Owner in accordance with the Physical Infrastructure Works Report then the Responsible Authority may require the Owner to lodge with the Responsible Authority a bank guarantee for an amount which the Owner and the Responsible Authority agree will be the estimated cost of completion of construction of that part of the Physical Infrastructure Works to secure the Owner's obligations to construct that part of the Physical Infrastructure Works. The amount of the bank guarantee will be progressively reduced by the value of the work carried out by the Owner to the Physical Infrastructure Works for which the bank guarantee has been given and fully released when a Certificate of Completion has issued for that part of the Physical Infrastructure Works. Any dispute as to the amount of the bank guarantee or the release of it under this clause 9.7 will be determined in accordance with clause 15.

10. Local Public Open Space

- 10.1 The Owner covenants and agrees with the Responsible Authority that while undertaking the Urban Development, it will set aside certain areas for use as local public open space. These areas will be transferred to the Responsible Authority on the terms and conditions to be agreed between the Owner and the Responsible Authority in conjunction with the staged subdivision of the Urban Development Land.
- 10.2 The public open space referred to in clause 10.1 must include:
- (a) areas designated as "Local Open Space" on the framework plan incorporated into the Planning Scheme or such alternative areas that may be permitted by the Responsible Authority pursuant to clause 127B-2 of the Planning Scheme; and
 - (b) additional land as may be necessary (and approved under clause 127B-3 of the Planning Scheme) to ensure that at least 4% of the net developable area is comprised as public open space that is located above the 1% AEP flood level.
- 10.3 For the purpose of clause 10.2, the net developable area means all of the Drylands less:



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- (a) the Drainage Reserves adjacent to Skeleton Creek as referred to in clause 7.1 and any public open space associated with the SWTP; and
- (b) the land designated as "Industrial" on the framework plan incorporated into the Planning Scheme.

11. Community Services Works

- 11.1 Subject to the provisions of Schedule 6, the Owner covenants and agrees that as part of the Urban Development it will, at its own cost and expense, construct, and transfer the ownership of, three (3) MPCC's generally in accordance with the description and method of design and construction set out in Schedule 6.
- 11.2 The Responsible Authority covenants and agrees that while the Owner carries out the Community Services Works:
 - (a) the Owner will have the right of access to and occupation of land owned controlled or managed by the Responsible Authority which may include the Community Services Works Land and the right to use all fixed plant and equipment on such land; and
 - (b) it will provide all necessary approvals, consents and authorities that may be required from the Responsible Authority to enable the Community Services Works to be carried out.
- 11.3 The Owner covenants and agrees that while carrying out the Community Services Works it will:
 - (a) take all due care to avoid damage to the Community Services Works Land; and
 - (b) ensure that any contractor that carries out the Community Services Works (or any part of them) holds an insurance policy to cover the repair and reinstatement of the Community Services Works Land where significant damage has been caused by the negligence of the contractors.

12. Site Rehabilitation Works



- 12.1 The Owner covenants and agrees that it will at its own cost and expense carry out site rehabilitation works to

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the Urban Development Land to improve the soil condition to enable the establishment of domestic gardens within the Urban Development Land to the satisfaction of the Responsible Authority.

12.2 The site rehabilitation works will be generally carried out in accordance with the description and method set out in Schedule 7.

12.3 Subject to clause 12.4, the design, development and construction of the Site Rehabilitation Works will progressively commence as soon as practicable after publication of notice of approval of the Planning Scheme Amendment in the Government Gazette pursuant to section 36 of the Act unless subsequently revoked wholly or in part pursuant to section 38(2) of the Act.

12.4 Prior to commencing the Site Rehabilitation Works, the Owner must submit final drawings, specifications and work schedules to the Responsible Authority for approval (which approval will not be unreasonably withheld) which will identify:

- (a) the approximate staging of the Site Rehabilitation Works;
- (b) the method to be used in each stage;
- (c) the approximate finished levels for each stage; and
- (d) a schedule of salt levels within the soil and appropriate plants for those salt levels.

12.5 The Responsible Authority covenants and agrees that while the Owner carries out the Site Rehabilitation Works:

- (a) the Owner will have the right of access to and occupation of land owned controlled or managed by the Responsible Authority which may include the Site Rehabilitation Works Land and the right to use all fixed plant and equipment on such land; and
- (b) it will provide all necessary approvals, consents and authorities that may be required from the Responsible Authority to enable the Site Rehabilitation Works to be carried out.



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12.6 While carrying out the Site Rehabilitation Works, the Owner will:

- (a) minimise the level of dust created;
- (b) carry out works that control erosion and siltation which may result from the Site Rehabilitation Works;
- (c) ensure that stockpiles of materials do not exceed 5 metres in height; and
- (d) ensure that any contractor that carries out the Site Rehabilitation Works (or any part of them) holds an insurance policy to cover the repair and reinstatement of the Site Rehabilitation Works Land where significant damage has been caused by the negligence of the contractor.

12.7 The final staging and method of rehabilitation of the Site Rehabilitation Works may be varied from time to time by agreement between the Owner and the Responsible Authority.

12.8 The Site Rehabilitation Works, in respect of any part of the Urban Development Land the subject of the Site Rehabilitation Works, will be deemed to be completed when the Responsible Authority is satisfied (acting reasonably) that part of the land has reached a salt level to enable the establishment of domestic gardens appropriate to or consistent with the general geographic area of the Urban Development Land and, despite the provisions of clause 14, a Certificate of Completion will be deemed to have been issued by the Responsible Authority under clause 14 in respect of any part of the Urban Development Land the subject of the Site Rehabilitation Works on the date the Owner submits to the Responsible Authority under clause 12.9 a report showing that the salt level of that land has been reached.

12.9 Prior to approval by the Responsible Authority of a plan of subdivision for any part of the Urban Development Land, the Owner will submit to the Responsible Authority a report showing that the salt level referred to in clause 12.8 in respect of the land the subject of the plan of subdivision has been reached.



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13. Usual Development Conditions to Apply

- 13.1 The Owner acknowledges and agrees that despite anything contained in or implied by this Agreement Melbourne Water's powers and duties as a referral authority in accordance with the Subdivision Act 1988 and Melbourne Parks' future subdivisional requirements (if any) (as may be varied by agreement between the Owner and Melbourne Parks) in relation to the provision of water, drainage and sewerage services and the provision of services by Melbourne Parks will apply to any part of the Urban Development Land that is to be subdivided by the Owner.
- 13.2 Subject to clause 13.1, Melbourne Water acknowledges and agrees that the Works satisfy its requirements in respect of the Urban Development as proposed in this Agreement.

14. Certificate of Completion of Works

- 14.1 The provisions of this clause 14 apply to the issue of a Certificate of Completion for each of the:
 - (a) Wetlands Works;
 - (b) Site Rehabilitation Works, subject to clause 12.8;
 - (c) Community Services Works;
 - (d) Drainage Works;
 - (e) Physical Infrastructure Works;

or any part of these works or any works required by these works or otherwise required under this Agreement.

- 14.2 When the Owner is of the opinion that any of the works referred to in clause 14.1 have been completed in accordance with this Agreement, the Owner will give notice:

- (a) in respect of any part of the Wetlands Works, to Melbourne Parks;
- (b) in respect of any part of the Site Rehabilitation Works, to the Responsible Authority;



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- (c) in respect of any part of the Community Services Works, to the Responsible Authority;
- (d) in respect of any part of the Drainage Works, to Melbourne Water; and
- (e) in respect of any part of the Physical Infrastructure Works, to the Responsible Authority.

14.3 Within seven (7) days after receipt by the relevant Development Authority of the Owner's notice under clause 14.2 the relevant Development Authority will inspect the Works the subject of the Owner's notice and will:

- (a) issue to the Owner a Certificate of Completion for those Works which shall state the date on which the Works were completed; or
- (b) issue to the Owner written notice of matters and things reasonably required to be done by the Owner before the Works will be completed.

14.4 If the Owner is issued with a written notice under clause 14.3(b) the Owner will comply with that notice by doing all matters and things stated in the notice under clause 14.3(b) required to be done before the Works will be completed.

14.5 When the Owner has complied with the written notice under clause 14.3(b) in accordance with clause 14.4 the Owner will give the relevant Development Authorities a further written notice that the Owner has so complied, and that further notice shall be deemed to be notice given by the Owner under clause 14.2 and clauses 14.3(a), 14.3(b) and 14.4 will reapply until such time as the relevant Development Authority issues a Certificate of Completion under clause 14.3(a).

14.6 If the Owner or the relevant Development Authority disputes the correctness of any certificate or notice issued by the relevant Development Authority or the failure by the relevant Development Authority to issue a certificate or notice, with the exception of the water, drainage and sewerage works referred to in clauses 8.1 and 8.2, the dispute will be resolved in accordance with clause 15.



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14.7 Upon the issue of the Certificate of Completion for any of the Works in accordance with clause 14.3(a), with the exception of the water, drainage and sewerage works referred to in clauses 8.1 and 8.2, the Owner will have no further responsibility for those Works.

14.8 The Responsible Authority, the Second Responsible Authority and VicRoads will act reasonably in considering whether or not a Certificate of Completion should be issued under this clause 14.

15. Resolution of Disputes

15.1 If any difference or dispute arises between the Owner and any of the other parties to this Agreement and they fail to reach an agreement in relation to, arising out of or in connection with either:

- (a) the construction of the Works including the construction of buildings or civil engineering works related to the Works or any matters associated with the Works; or
- (b) the correctness of any Certificate of Completion or other certificate or notice issued or not issued by any of the parties; or
- (c) the amount of any bank guarantee to be provided by the Owner or the release of it in accordance with clauses 6.7, 9.7 or clause 13 of Schedule 6;

then in such circumstances the particular matter upon which the Owner and any of the other parties to this Agreement have failed to agree or upon which a difference or dispute has arisen may be referred for determination in writing to an independent expert ("Independent Expert") being a practising engineer having not less than ten (10) years practical engineering experience appointed by the Institution of Engineers Australia (Victorian Division) who will act as an expert and not as an arbitrator and the written determination of the Independent Expert will be conclusive and binding upon all of the parties.

15.2 The parties in dispute will endeavour to reach agreement on the appointment of the Independent Expert within fourteen (14) days of any such dispute arising and upon being required so to do by the other party will sign an



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authorisation in writing of the appointment of such Independent Expert but if they fail to agree or if either the Owner or any of the other parties to this Agreement fail to sign such authority within the said period of fourteen (14) days of being required in writing so to do the other of them will be entitled alone to authorise the appointment of the Independent Expert in the manner referred to in clause 15.1 and the production of a copy of this clause and the request shall be conclusive evidence of such authority. The fees and expenses of the Independent Expert will be borne and paid by the parties in dispute in equal shares notwithstanding the result of any such determination.

15.3 If any difference or dispute arises between the Owner and any of the other parties to this Agreement as to the true intent and meaning of any of the terms and conditions of this Agreement or they fail to agree as to a matter in dispute then, except in respect of those matters referred to in clause 15.1, either of the parties may apply to a court or tribunal of competent jurisdiction to determine the difference or dispute.

15.4 The Owner may continue to carry out Works which are not the subject of a dispute even though a dispute in respect of other Works may not have been resolved or determined.

16. Compliance With Act

The Responsible Authority warrants to the Owner that it has complied with Divisions 1 and 2 of Part 3 of the Act in respect of the Planning Scheme Amendment.

17. Administration of the Planning Scheme Amendment

17.1 The Responsible Authority acknowledges that the Owner has entered into this Agreement and has agreed to carry out the Works on the basis that the Planning Scheme Amendment is adopted and approved and not modified, altered or revoked in any way by the Minister or the Responsible Authority without the prior consent in writing of the Owner.

17.2 As soon as practicable after execution of this Agreement:

- (a) the Responsible Authority will adopt the Planning Scheme Amendment without changes pursuant to section 29 of the Act;



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- (b) the Responsible Authority will submit the adopted Planning Scheme Amendment to the Minister together with the prescribed information pursuant to section 31 of the Act;
- (c) it is anticipated that the Minister will approve the Planning Scheme Amendment pursuant to section 35 of the Act;
- (d) it is anticipated that the Minister will publish a notice of his approval of the Planning Scheme Amendment pursuant to section 36(1) of the Act; and
- (e) the Responsible Authority will give notice of the approval of the Planning Scheme Amendment in a manner satisfactory to the Minister pursuant to section 36(2) of the Act.

17.3 The Responsible Authority covenants and agrees not to modify, alter or revoke the Planning Scheme in a manner that may affect, disrupt or interfere with the Urban Development without the prior consent in writing of the Owner.

17.4 If the Planning Scheme is modified, altered or revoked then the Owner will be entitled to compensation from the Responsible Authority, such compensation to include, without limitation:

- (a) the difference between the value of the Urban Development Land at the date on which the liability to pay compensation arises and the value that the Urban Development Land would have had at that date if the Planning Scheme had not been modified, altered or revoked;
- (b) the cost of any Works carried out to the date of any modification, alteration or revocation to the Planning Scheme; and
- (c) reasonable consequential economic loss.

17.5 In the payment or calculation of compensation the provisions of sections 98 and 104 of the Act will not apply and are expressly excluded.



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18. Development Contributions

The Owner declares and the Development Authorities covenant and agree that the development contributions to be levied in relation to the Urban Development on the Urban Development Land will only comprise the following:

- (a) the transfer of the Wetlands to Melbourne Parks in accordance with clause 3;
- (b) the Wetlands Works in accordance with clause 4;
- (c) the payment of a maintenance fee for the maintenance of the Wetlands as an artificial Wetland in accordance with clause 5;
- (d) the Drainage Works in accordance with clause 6;
- (e) the transfer of the Drainage Reserves to Melbourne Water in accordance with clause 7;
- (f) the Physical Infrastructure Works in accordance with clause 9;
- (g) the Community Services Works in accordance with clause 11; and
- (h) the Site Rehabilitation Works in accordance with clause 12.

19. No Further Contributions/Levies

19.1 The Development Authorities acknowledge covenant and agree with the Owner that no further contributions, levies, charges or other requirements of any nature whatsoever, excluding Melbourne Water charges in relation to the provision of water, drainage or sewerage services and excluding Melbourne Parks charges in relation to the provision of services by Melbourne Parks, will be imposed in respect of the Urban Development or any part of it or any subdivision or future subdivisions associated with it apart from the Development Contributions specified in clause 18.

19.2 The Responsible Authority declares and acknowledges that substantial and significant provision has been made by the Owner by the Development Contributions including the



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transfer of the Wetlands to Melbourne Parks and the transfer of the Drainage Reserves to Melbourne Water and in the Planning Scheme Amendment for public open space which will ultimately satisfy the Responsible Authority's requirements pursuant to section 18(1) of the Subdivision Act 1988.

19.3 The Responsible Authority covenants and agrees with the Owner that it will not impose any public open space requirements under the provisions of either the Subdivision Act 1988, the Building Act 1993, the Act or any other Laws in relation to any subdivision or future subdivisions of the Urban Development Land or any part of it or the subdivision or future subdivisions of any building or buildings erected on the Urban Development Land or any part of it whether contemplated in this Agreement or the Planning Scheme Amendment or not (requiring the provision of land or funds) which are or could be construed to be additional to the requirements or obligations of the Owner as contained in this Agreement.

20. Rates and Taxes

20.1 Subject to clause 20.2, the City of Werribee and the Commissioners of the City of Hobsons Bay as the relevant rating authorities under the Local Government Act 1989 covenant and agree that the unimproved or site value of ~~the~~ Urban Development Land (or whatever other criteria against which rates are calculated) will not be increased until such time as a plan of subdivision is registered by the Registrar of Titles for any part of the Urban Development Land.

20.2 The City of Werribee and the Commissioners of the City of Hobsons Bay as the relevant rating authorities under the Local Government Act 1989 further covenant and agree that pursuant to section 174A(c) of the Local Government Act 1989, the Owner will be exempted by them from payment of any back rates payable following a re-assessment of the value of the Urban Development Land or any part of it pursuant to section 174A of the Local Government Act 1989.

21. Section 173 Agreement

21.1 Without limiting the operation or effect of this Agreement, the Owner and the Responsible Authority acknowledge and agree that this Agreement is made



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pursuant to the provisions of section 173 of the Act, and during the period of this Agreement the obligations imposed upon the Owner are intended to take effect as covenants which will be annexed to and run at law and in equity with the Land and bind the Owner.

- 21.2 Without limiting the operation or effect of this Agreement, each of the parties acknowledge and agree that the Responsible Authority's covenants under this Agreement are made pursuant to its functions and powers as a council pursuant to the Local Government Act 1989 and its functions as a responsible authority pursuant to the Act.
- 21.3 The Owner agrees to do all things reasonably necessary to enable the Responsible Authority to enter a memorandum of this Agreement on the certificates of title to the Land in accordance with section 181 of the Act including the signing of any further document to enable the said memorandum to be entered under that section.
- 21.4 Subject to clause 21.5, the Responsible Authority and each other party to this Agreement agree that upon certification of a plan of subdivision for any part of the Land pursuant to the provisions of section 6 of the Subdivision Act 1988 this Agreement shall not apply to or affect or be deemed not to apply to or affect that part of the Land the subject of the plan of subdivision, and the Responsible Authority will if permitted by the Land Titles Office immediately cause the withdrawal of this Agreement as it affects that part of the Land at the Land Titles Office in accordance with section 183 of the Act.
- 21.5 Each of the parties to this Agreement agree that the provisions of clause 21.4 will not apply to a plan of subdivision, if the land the subject of the plan of subdivision is to be used for residential purposes and the lots in that plan of subdivision are each more than one hectare in area.
- 21.6 If this Agreement cannot be immediately withdrawn by the Land Titles Office in accordance with section 183 of the Act from any part of the Land the subject of a certified plan of subdivision in accordance with clause 21.4, then, upon certification of a plan of subdivision pursuant to the provisions of section 6 of the Subdivision Act 1988, each of the parties to this Agreement agree that this



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Agreement will not apply to or affect or be deemed not to apply to or affect the relevant parent title or titles to that plan of subdivision, and the Responsible Authority will immediately cause the withdrawal of this Agreement from that parent title or titles at the Land Titles Office in accordance with section 183 of the Act.

22. Commencement and Termination of Agreement

22.1 The provisions of this Agreement come into effect as follows:

- (a) the provisions of clause 17.2 will come into effect on the date of this Agreement; and
- (b) the remaining clauses of the Agreement will come into effect upon publication of the notice of approval of the Planning Scheme Amendment, or any modified amendment agreed to in writing by the Owner, in the Government Gazette pursuant to section 36 of the Act unless subsequently revoked wholly or in part pursuant to section 38(2) of the Act.

22.2 This Agreement will terminate immediately if:

- (a) the Planning Scheme Amendment is abandoned by the Responsible Authority or refused by the Minister under the provisions of the Act; ~~or~~
- (b) the Planning Scheme Amendment is modified prior to its approval without the written consent of the Owner; or
- (c) the Planning Scheme Amendment, or any modified amendment agreed to in writing by the Owner, does not come into operation as specified in section 37 of the Act within nine months from the date of this Agreement; or
- (d) the Planning Scheme Amendment, or any modified amendment agreed to in writing by the Owner, is revoked wholly or in part pursuant to section 38(2) of the Act.

22.3 Subject to clause 17, if this Agreement is terminated, the Responsible Authority will execute and deliver to the Owner a release of this Agreement in favour of the Owner.



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23. Costs

Each party will bear its own costs in relation to the preparation, negotiation and execution of this Agreement. Except as otherwise provided in this Agreement, the Owner will pay all stamp duty and Land Titles Office registration fees on or in respect of this Agreement, and the relevant transferee will pay all stamp duty and Land Titles Office registration fees (if any) on any deed, instrument, transfer or other document executed to give effect to any provisions of this Agreement.

24. Further Assurances

Each party agrees to do all such things and execute all such deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.

25. Waiver

No waiver by a party of any default in the strict and literal performance of or compliance with any other provision, condition or requirement herein shall be deemed to be a waiver of strict and literal performance of and compliance with any other provision, condition or requirement herein nor be a waiver of or in any manner release any other party from strict compliance with any provision, condition or requirement in the future nor shall any delay or omission of a party to exercise any right hereunder in any manner impair the exercise of any such right accruing to it thereafter or of any other right.

26. Communications and Notices

26.1 A notice, approval, consent, other communication or letter in connection with this Agreement:

- (a) must be in writing;
- (b) must be marked for attention as indicated below;
and
- (c) must be left at the address of the addressee, or sent by prepaid ordinary mail (airmail if posted to or from a place outside Australia) to the

address of the addressee or sent by facsimile transmission to the facsimile number of the addressee which is specified in this clause or, if the addressee notifies another address or facsimile number, then to that address or facsimile number.

The address and facsimile number of each party is:

The Owner -

Address:
c/- Industrial Equity Limited
Level 44
Grosvenor Place
225 George Street
SYDNEY NSW 2000
Attention: Mr R. W. Dickson
Fax: (02) 235 3700

The Responsible Authority -

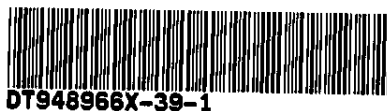
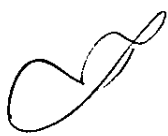
Address: Civic Centre
45 Princes Highway
WERRIBEE VIC 3030
Attention: Mr A. Puskas
Fax: 741 6237

Melbourne Water -

Address: Maribyrnong Region
St Albans Road
MARIBYRNONG VIC 3032
Attention: Mr M. Arbon
Fax: 313 8417

Melbourne Parks -

Address: 378 Cotham Road
KEW VIC 3101
Attention: Mr N. Caswell
Fax: 816 6897



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The Second Responsible Authority -

Address: 115 Civic Parade
ALTONA VIC 3018
Attention: Mr K. McNamara
Fax: 316 1202



VicRoads -

Address: Metropolitan North West
8th Floor North Building
Cnr Lygon & Princes Streets
CARLTON VIC 3053
Attention: The Regional Manager
Fax: 345 4502

26.2 A notice, approval, consent or other communication takes effect from the time it is received unless a later time is specified in it.

26.3 A letter is taken to be received upon delivery or in the case of facsimile, upon receipt in legible form.

27. **Governing Law**

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

27.2 Subject to clause 15.1, each party to this Agreement irrevocably agrees for the benefit of each other party that the courts and tribunals of Victoria will have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes which may arise out of or in connection with this Agreement and for such purposes irrevocably submits to the jurisdiction of such courts and tribunals.

27.3 Subject to clause 15.1, each party to this Agreement irrevocably waives any objection which it might now or hereafter have to the courts and tribunals referred to in clause 27.2 being nominated as the forum to hear any suit, action or proceeding, and to settle any disputes which may arise out of or in connection with this Agreement and agrees not to claim that any such court or tribunal is not a convenient or appropriate forum.

28. Severance

If at any time any of the provisions of this Agreement become or are determined to be illegal, invalid or unenforceable under any law, the legality, validity and enforceability of the remaining provisions will not be impaired or affected in any way.

EXECUTED AS AN AGREEMENT by the parties on the date appearing at the commencement of this Agreement.

THE COMMON SEAL of LAVERTON HEIGHTS PTY LTD was duly affixed to this document in accordance with its articles of association in the presence of:



.....
Signature of secretary

.....
ROBERT BRIAN THOMAS
.....
Name of secretary
- please print

.....
Signature of director

.....
JOHN EDWARD MARTIN
.....
Name of director
- please print

THE COMMON SEAL of THE CITY OF WERRIBEE was hereunto affixed in the presence of:

.....
Mayor

.....
Councillor

.....
Chief Executive Officer



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EXECUTED by MELBOURNE

PARKS AND WATERWAYS by

g Smith

[Signature]
JEREMY RUSSELL A/12

[Signature] 19/12/04

ALAN THOMPSON
CHAIRMAN

EXECUTED by the MELBOURNE WATER

CORPORATION by its duly

appointed attorney in the

presence of:

.....
Attorney
Name (printed): MICHAEL ARBON
Position REGIONAL MANAGER
Date of Power of Attorney:
7 December, 1993

THE COMMON SEAL of THE HOBSONS

BAY CITY COUNCIL was hereunto

affixed in the presence of:



[Signature]
[Signature]
[Signature]

..... Chief Commissioner

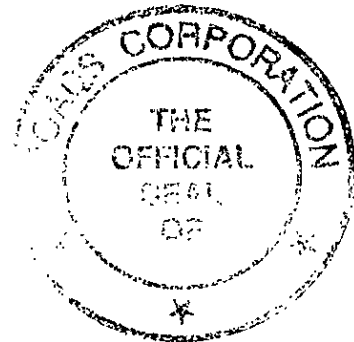
..... Commissioner

..... Chief Executive Officer

THE OFFICIAL SEAL of THE ROADS

CORPORATION was hereunto

affixed in the presence of:



S. Davis

[Signature]



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SCHEDULE 1

Plan of the Land

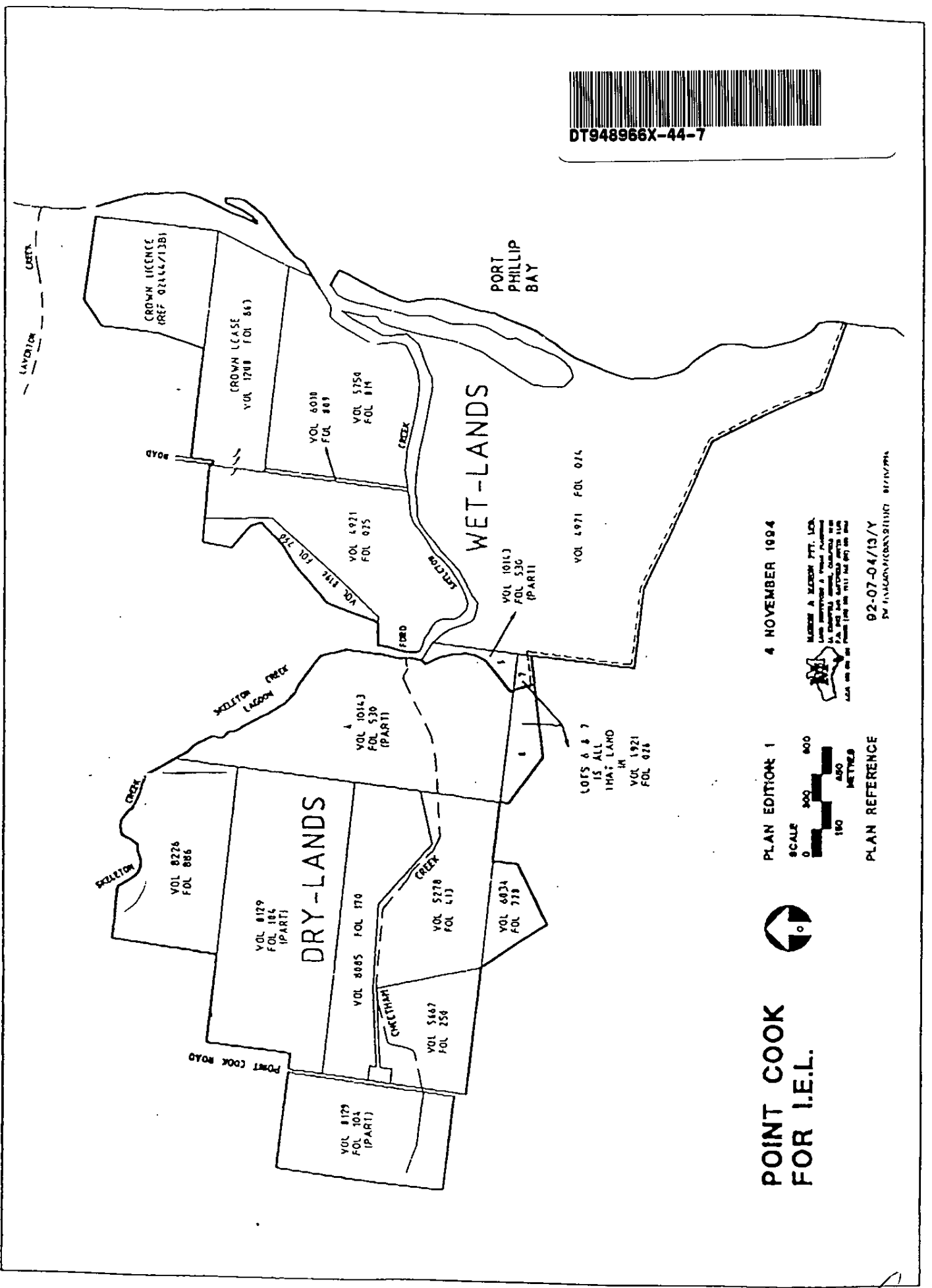


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PLAN EDITION: 1 4 NOVEMBER 1994



POINT COOK FOR I.E.L.

















PLAN REFERENCE

PLEASE A WORDS PT. 1 & 2
 HAVE BEEN A PART OF THE
 IN THE ORIGINAL PLAN. CHECK THE
 P.A. AND THE SURVEYOR'S NOTES FOR
 THE DATE OF THE PLAN FOR THE PT. 1 & 2

92-07-04/13/Y
 BY: T. HALL/CON/2003/21107 81/11/94

TRANSPORT PLAN

LEGEND

-  FLORA AND FAUNA RESERVE BOUNDARY
-  DEVELOPMENT AREA BOUNDARY
-  PUBLIC TRANSPORT (BUS ROUTE)
-  MEDIUM HIGH DENSITY RESIDENTIAL
-  RESIDENTIAL/BICYCLE LINK
-  ARTERIAL/DISTRIBUTOR ROAD
-  BOULEVARD
-  COLLECTOR ROAD
-  FUTURE ROAD WIDENING
-  WATERBODIES (REGIONAL)
-  REGIONAL OPEN SPACE
-  LOCAL OPEN SPACE
-  COMMUNITY ACTIVITY CENTRE
-  LOCAL ACTIVITY CENTRE
-  EDUCATIONAL ESTABLISHMENTS
-  LAND DEVELOPED ABOVE FLOOD LEVEL

NOTE: Provision for Schools as Shown on this Plan are Preliminary and are Subject to Confirmation by the Relevant Education Authorities (Organisations)

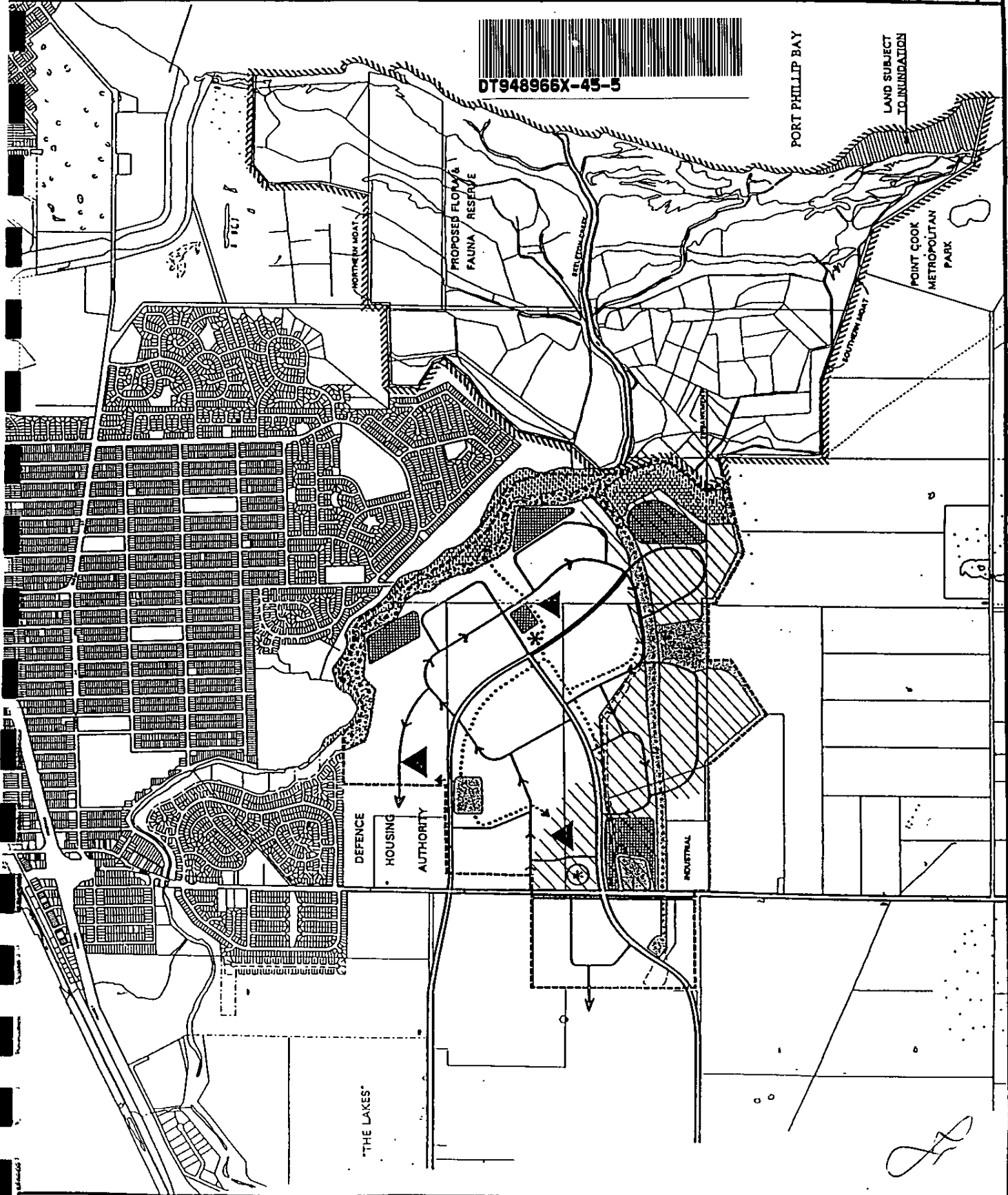
POINT COOK ESTATE

NETWORK PLANNING CONSULTANTS PTY. LTD.
 IN ASSOCIATION WITH
 CAMP SCOTT PUPPETRY PTY. LTD.
 COACHES CONSULTING GROUP PTY. LTD.
 LAWRENCE CONSULTING PTY. LTD.
 LAWRENCE URBAN AND COMPANY

SCALE 1:20,000

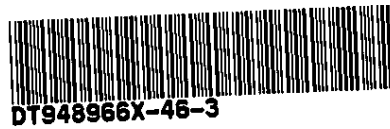


DRAWING NO. FP-02 DATE AUGUST 1994



SCHEDULE 2

Planning Scheme Amendment L51



ES

WERRIBEE PLANNING SCHEME

Local Section

AMENDMENT L51

The Planning Authority for this Amendment is the Werribee City Council.

The Local Section of the Werribee Planning Scheme is amended as follows:

1. In Clause 127B-1.1 (relating to Section 1 uses) the following provision is inserted:

Use	Condition
"Light Industry	Where the requirements of Clause 127B-12 are applicable and are complied with."

2. In Clause 127B-1.2 (relating to Section 2 uses) the following additional condition is inserted opposite the group of uses including Light Industry:

"These provisions do not apply to any site referred to in Clause 127B-12."

3. In Clause 127B-8 the following additional words are inserted at the end:

"Surface of the ground."

4. The following new sub-clause is inserted after Clause 127B-11:

"127B-12 Specific Site Controls - Point Cook Estate Development (former Cheetham Saltworks property)

127B-12.1 Land Designated as "Industrial" on the Framework Plan

Despite anything to the contrary in this Clause, the following special controls apply to the land designated as "Industrial" on the Framework Plan for the Point Cook Estate, which is incorporated in this Scheme:

- * No permit is required for subdivision, if this is to excise the whole of the parcel as a separate lot.

The use of the land for Light Industry is deemed to be in conformity with the objectives and requirements of this Scheme.



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- * A permit is required for all new buildings and works, except for internal alterations and maintenance or repair works.
- * A permit is required to demolish or remove any buildings existing on the land before _____ (the approval date of Amendment L51).

127B-12.2 Land designated as "Local Open Space" on the Framework Plan

In the areas designated as "Local Open Space" on the Framework Plan for the Point Cook Estate which is incorporated in this Scheme, a permit is required to demolish or remove any structures existing before _____ (the approval date of Amendment L51), including the No. 3 Pump House, crystalliser fields and associated tramway embankment.

127B-12.3 Land designated as "Education Centre" on the Framework Plan

Despite the provisions of Clauses 127B-2 and 127B-3, any land which is designated on a Framework Plan for use as an Education Centre may (in the alternative) be used without a permit for residential purposes, provided the Responsible Authority is satisfied that there is no further need for the land to be used for the purpose of an Education Centre, and the proposed alternative subdivision and development is provided for in an approved Outline Development Plan.

127B-12.4 Layout and Designation of Roads

Despite the provisions of Clause 127B-2, the layout and designation of roads as shown on the Framework Plan for the Point Cook Estate which is incorporated in this Scheme, may be modified without a permit provided that:

- * Any modified road layout plan achieves the orderly movement of traffic and accessibility both to and within the development area to the satisfaction of the Responsible Authority.
- * Such modified road layout plan must be approved in writing by the Responsible Authority prior to the submission of an Outline Development Plan in accordance with Clause 127B-3.
- * Any modified road layout plan approved under the preceding paragraph shall be treated as a modification to the Framework Plan, for the purpose of Clause 127B-3.



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127B-12.5 Agreement for Site Preparation Works

Before any development commences on the land, an Agreement under Section 173 of the Act must be entered into between the owner of the land, the Responsible Authority and Melbourne Water Corporation to make suitable arrangements for land reclamation, soil conditioning and drainage improvement works.

- 5. In the Schedule entitled "Incorporated Documents" insert the following under the Local Section heading:

Document	Clause
Framework Plan for the Point Cook Estate Development (Drawing No. FP-02, dated August 1994)	127B-2

- 6. Werribee Planning Scheme Map No. 20 is amended in accordance with the map that forms part of this Amendment.

* * * *

This Amendment was adopted by the City of Werribee on _____

Signed:
A. Puskas

Designation: Director - Planning Building
and Health

CZLHP1A



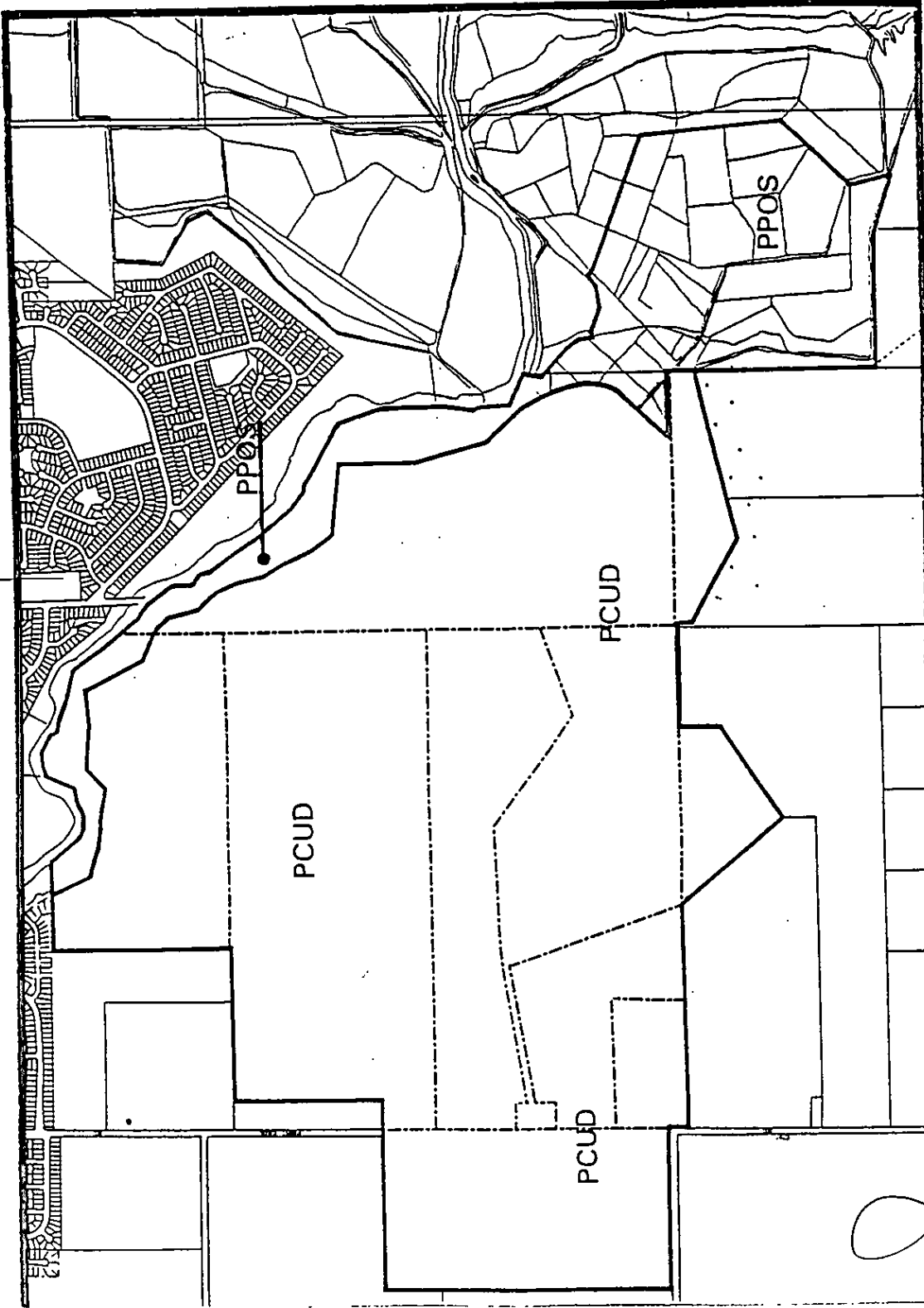
DT948966X-49-8

WERRIBEE PLANNING SCHEME

AMENDMENT L 51

PART OF THE WERRIBEE
PLANNING SCHEME

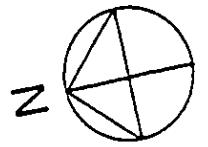
LOCAL SECTION MAP 20
(ZONING CONTROLS)



LEGEND

PCUD POINT COOK URBAN DEVELOPMENT

PPOS PROPOSED PUBLIC OPEN SPACE



This Map forms part of the Amendm
adopted by the City of Werribee on

Signed: _____

Designation: Director - Planning
Building and Health

FRAMEWORK PLAN

LEGEND

- FLORA AND FAUNA RESERVE BOUNDARY
- DEVELOPMENT AREA BOUNDARY
- PUBLIC TRANSPORT (BUS ROUTE)
- MEDIUM HIGH DENSITY RESIDENTIAL
- RESIDENTIAL/BICYCLE LINK
- ARTERIAL/DISTRIBUTOR ROAD
- BOULEVARD
- COLLECTOR ROAD
- FUTURE ROAD WIDENING
- WATERBODIES (REGIONAL)
- REGIONAL OPEN SPACE
- LOCAL OPEN SPACE
- COMMUNITY ACTIVITY CENTRE
- LOCAL ACTIVITY CENTRE
- EDUCATIONAL ESTABLISHMENTS
- LAND DEVELOPED ABOVE FLOOD LEVEL

NOTE: Provision for Schedules as Shown on this Plan are Preliminary and are Subject to Confirmation by the Relevant Education Authorities/Organisations

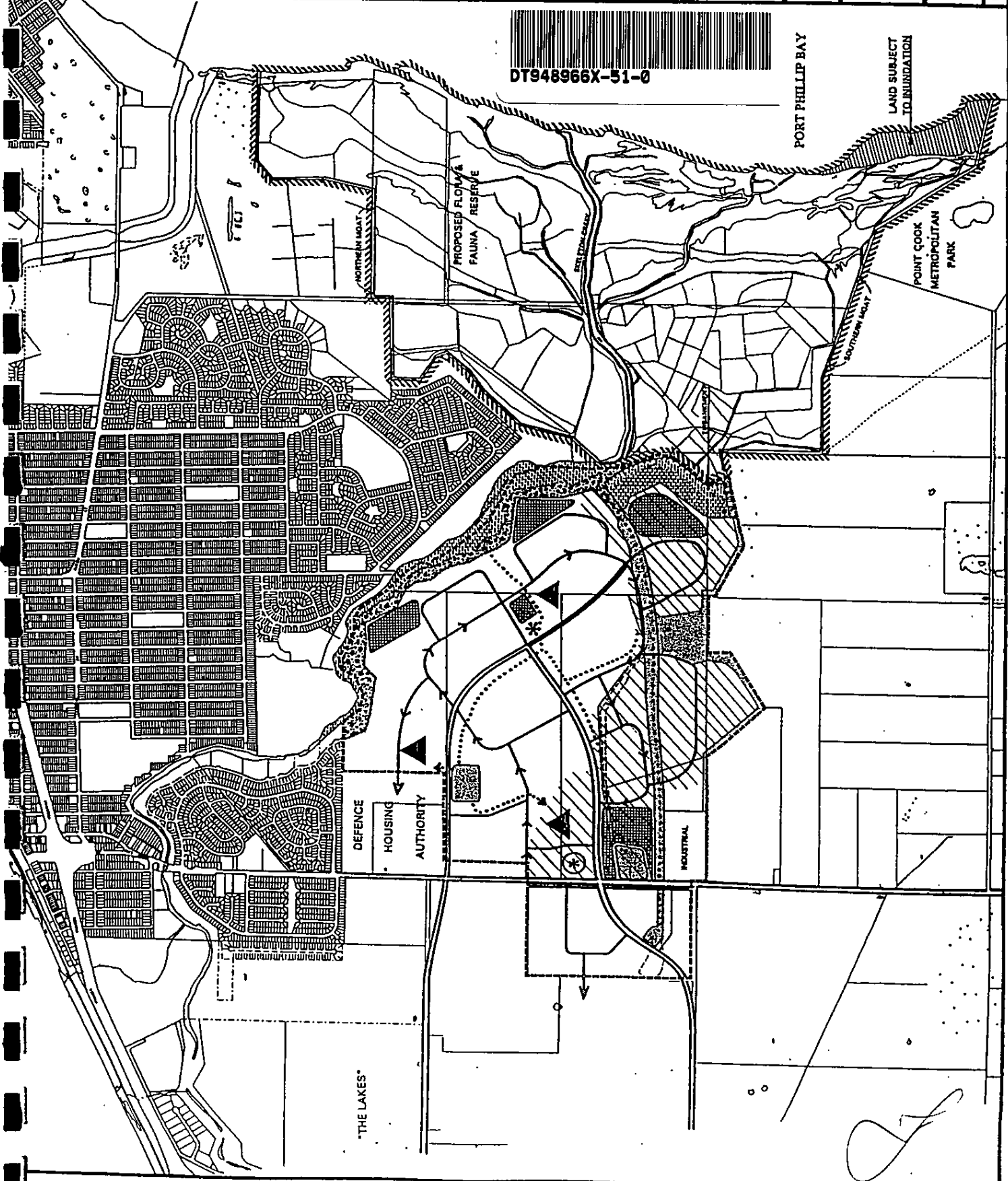
POINT COOK ESTATE

NETWORK PLANNING CONSULTANTS PTY. LTD.
 CAMP SCOTT PARKWAY PTY. LTD.
 COOKIES CONSULTING GROUP PTY. LTD.
 TFM CONSULTING PTY. LTD.
 LAWRENCE GREEN AND COMPANY

SCALE 1:20,000



DRAWING NO. FP-02 DATE AUGUST 1994



SCHEDULE 3

**Description and Method of Design and Construction
of the Wetlands Works**

1. Construction of the Northern Moat, generally in accordance with the sections and levels shown in the attached drawings numbered 5985/SK/3/001, 002 and 003.
2. Construction of the control weirs at 1610m and at Laverton Creek and Skeleton Creek, generally in accordance with the attached drawings numbered 5985/SK/3/001 and 005.
3. Construction and installation of fencing generally in accordance with the attached drawings numbered 5985/SK/3/004 and 005.
4. Purchase, installation and commissioning of the pump system generally in accordance with the attached drawing numbered 5985/SK/3/004.
5. Demolition and removal or securing of all existing crossing points on the Cheetham Creek and associated channel.
6. Construction of fencing and maintenance of the drainage channel, if reasonably required in accordance with clause 5.2(c) as shown in drawing numbered 6451.



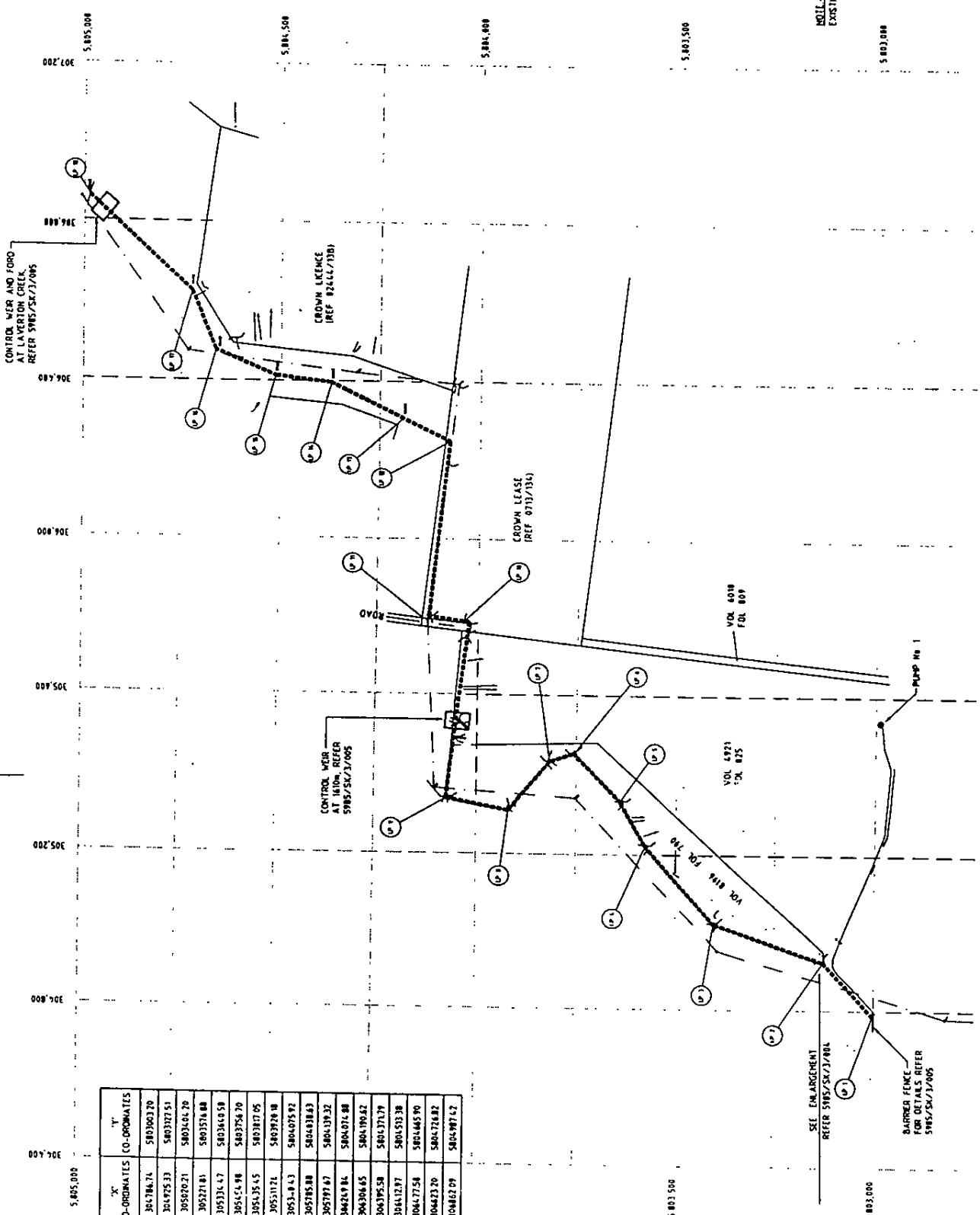
DT948966X-52-8



DT948966X-53-6

NOTE:
EXISTING DRAIN/MOAT NOT SHOWN

POINT COOK DEVELOPMENT
NORTHERN MOAT - PLAN
5985/SK/3/001
DATE 27/7/94
CAD 5985/SK/3/001



NORTHERN MOAT - GENERAL ARRANGEMENT
SCALE 1:20000

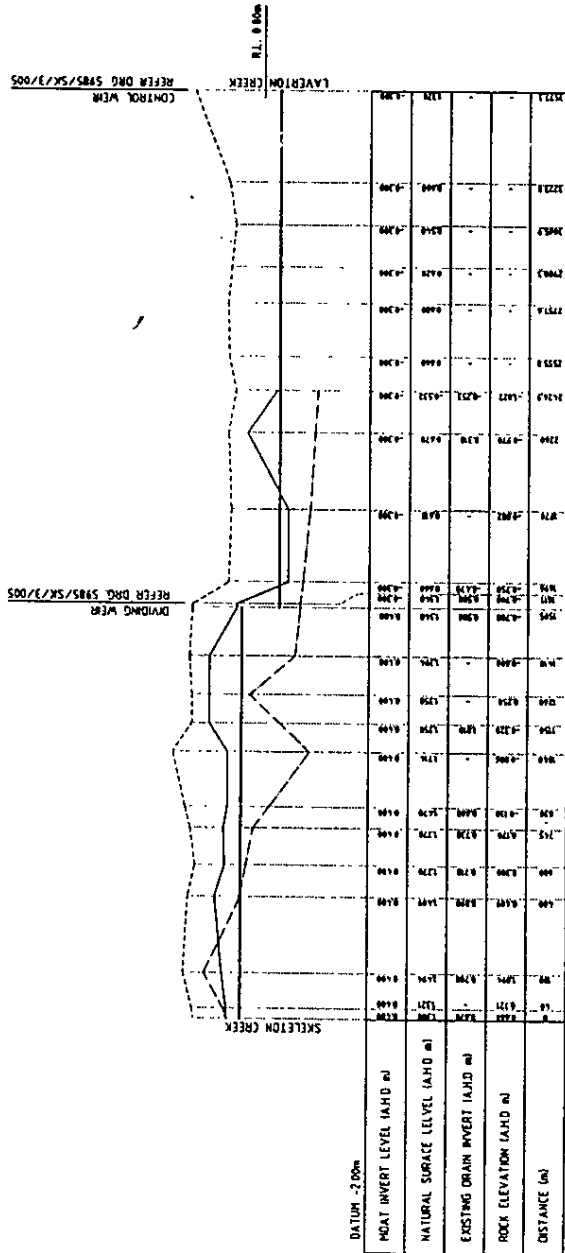
A.C.N. 009 812 630

INTERSECTION POINTS	DISTANCE (m)	'X' CO-ORDINATES	'Y' CO-ORDINATES
1	0	304786.74	5803002.70
2	184.1	304975.33	5803127.51
3	478.6	305070.21	5803406.70
4	744.0	305221.81	5803574.88
5	873.4	305336.47	5803645.58
6	960.7	305454.98	5803758.70
7	1037	305439.45	5803817.05
8	1265.3	305311.21	5803878.18
9	1422.8	305344.13	5804005.92
10	1714.9	305797.62	5804131.32
11	2128.9	306249.84	5804071.88
12	2555.8	306304.65	5804100.82
13	2757.8	306395.58	5804171.79
14	2900.3	306412.87	5804233.38
15	3065.9	306477.54	5804465.90
16	3223.8	306433.20	5804718.82
17	3577.3	304862.09	5804987.42

SEE ENLARGEMENT
REFER 5985/SK/3/001

BARRED FENCE
FOR DETAILS REFER
5985/SK/3/005

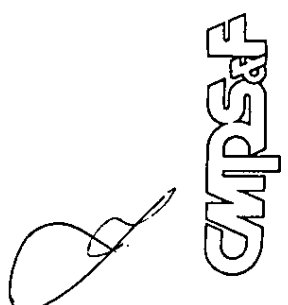




NORTHERN MOAT - PROFILE
SCALE - VERT 1:100, HORIZ 1:20,000

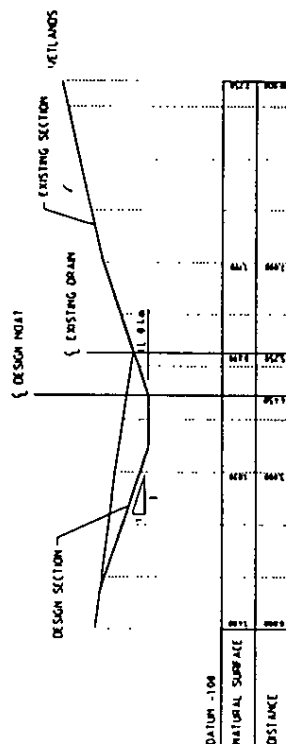
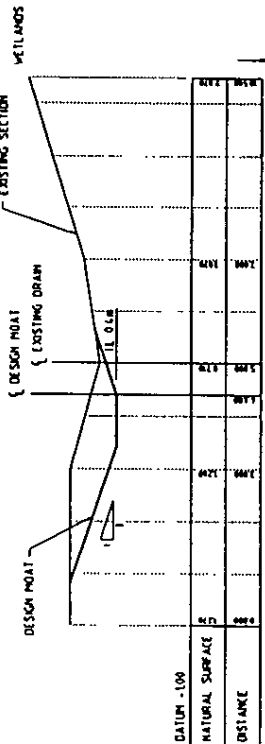
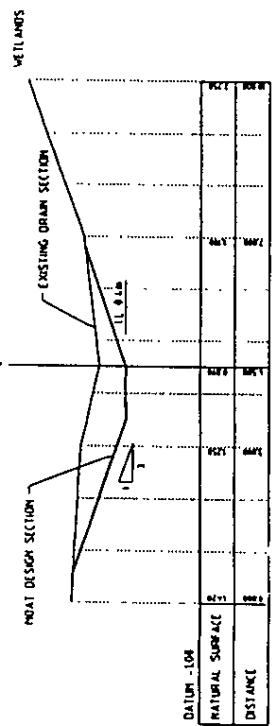
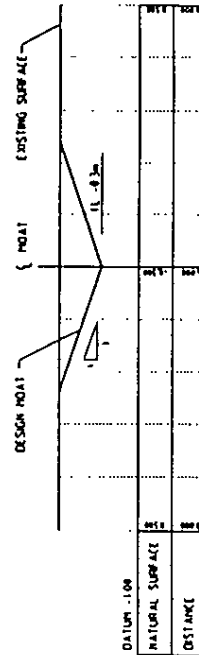
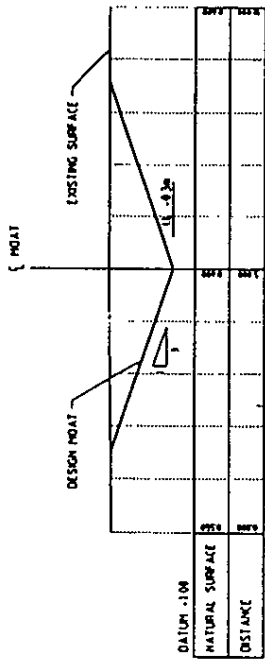
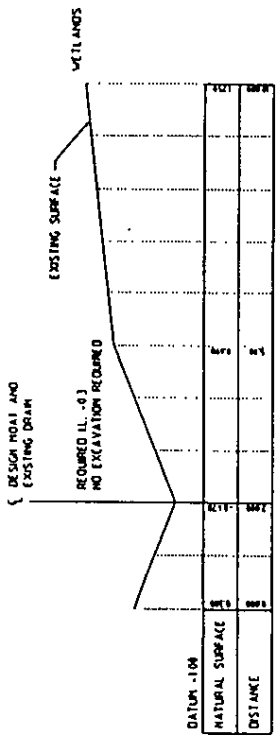
- LEGEND**
- MOAT INVERT LEVEL
 - - - NATURAL SURFACE LEVEL
 - EXISTING DRAIN INVERT
 - - - ROCK ELEVATION

POINT COOK DEVELOPMENT
NORTHERN MOAT - PROFILE
5885/SK/3/002
DATE 27/7/94
CAD 5V5885/SK/3/005



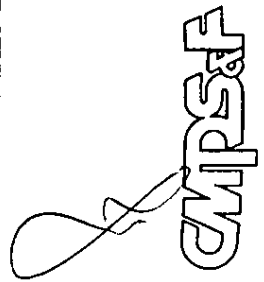


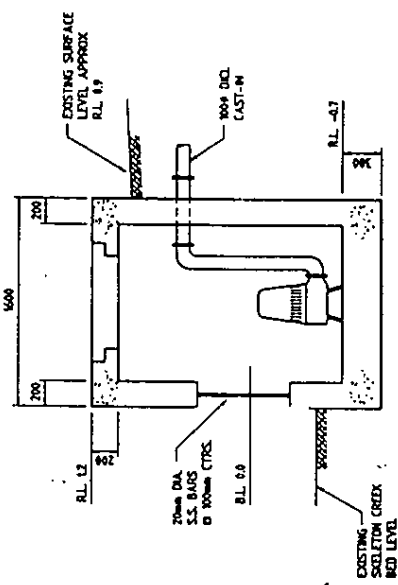
DT948966X-55-2



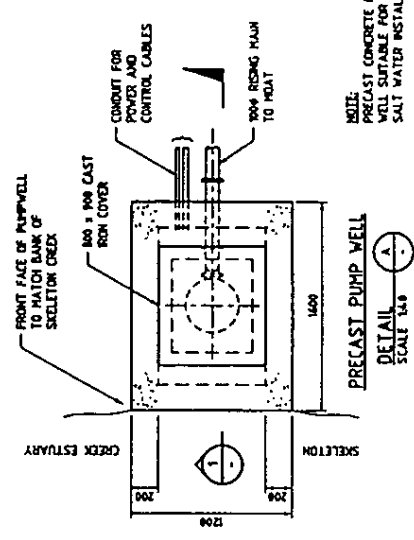
POINT COOK DEVELOPMENT
NORTHERN MOAT - CROSS SECTION B
5985/SK/3/003
DATE 24/8/94
CAD: SVASR5595-087

ALN 000 913 430

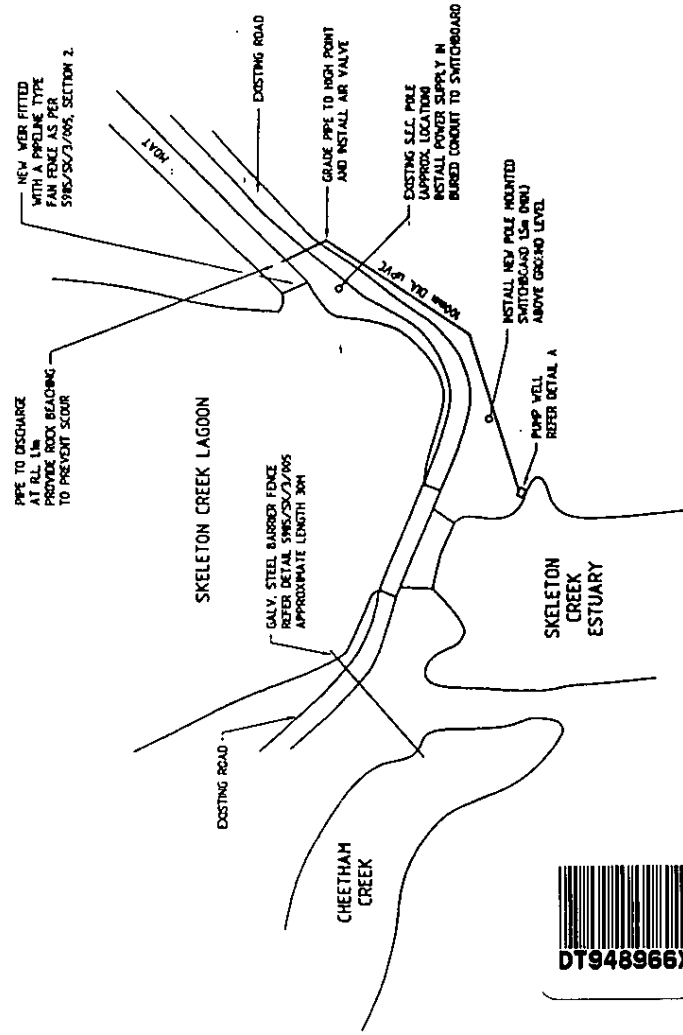




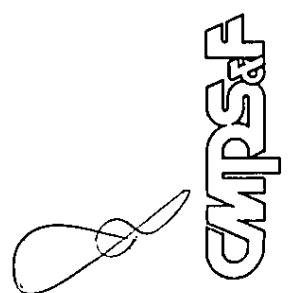
NOTE:
 SUBSERSIBLE PUMPSET
 FLYBT CS3065 OR
 EQUIVALENT



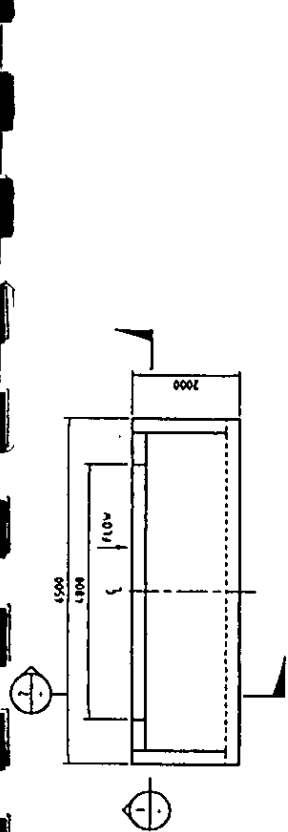
NOTE:
 PRECAST CONCRETE FOR
 WELL SUITABLE FOR
 SALT WATER INSTALLATION



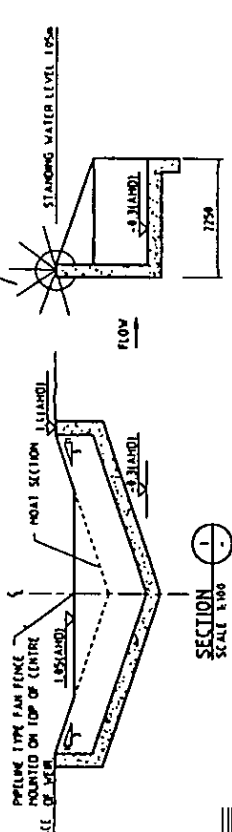
DT948966X-56-1



POINT COOK DEVELOPMENT
NORTHERN MOAT - DETAILS
DATE 24/8/04
CAD: SWANSTEN/S905-003



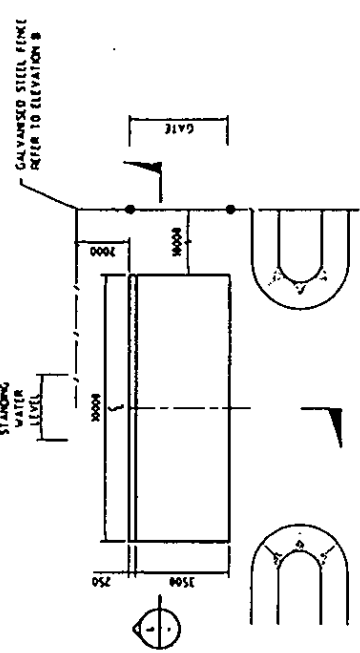
DIVIDING WEIR AT 1619m - PLAN
SCALE 1:100



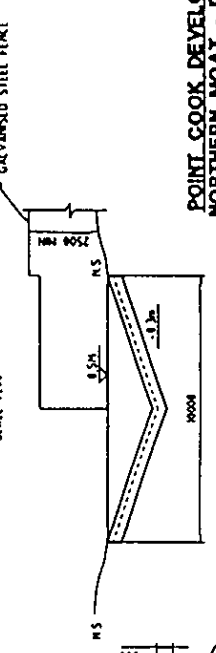
SECTION 1
SCALE 1:100



SECTION 2
SCALE 1:100



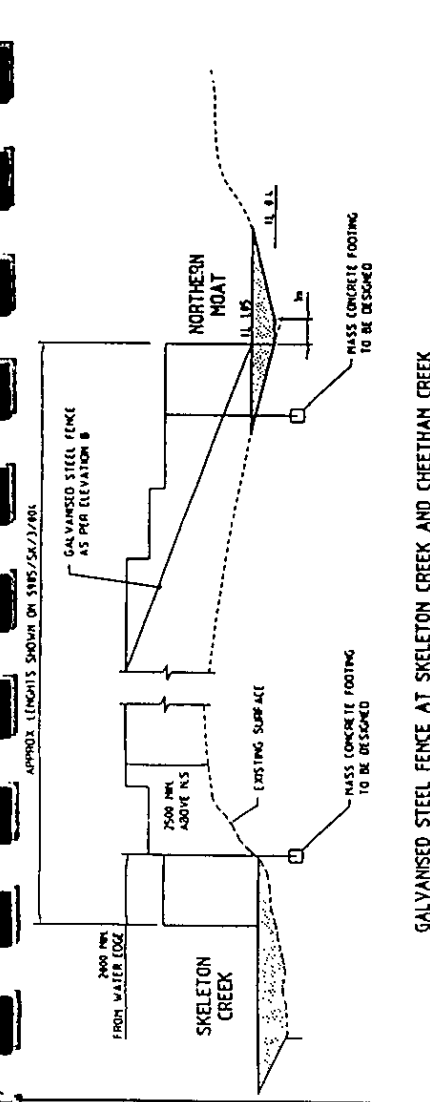
CONTROL WEIR AND FORD AT LAVERTON CREEK - PLAN
SCALE 1:100



SECTION 3
SCALE 1:100



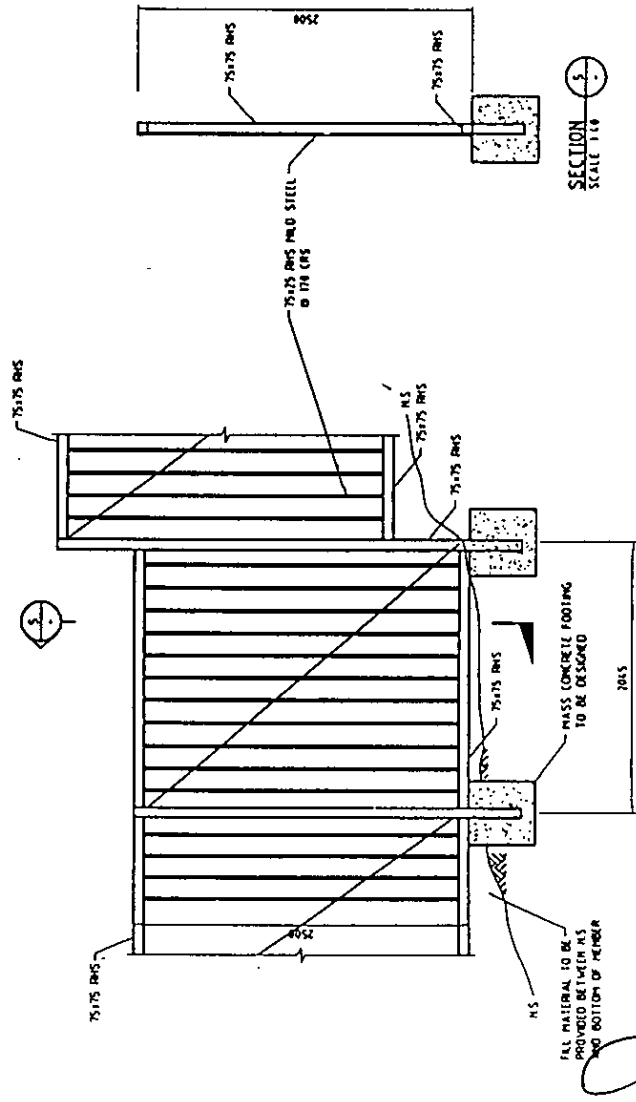
DT948966X-57-9



GALVANISED STEEL FENCE AT SKELETON CREEK AND CHEETHAM CREEK

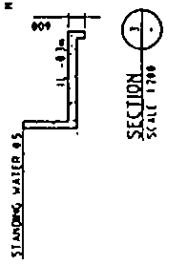
ELEVATION A
SCALE 1:200

NOTE:
FABRICATED SECTIONS OF
THE FENCE TO BE NOT DIPPED
GALVANISED.



SECTION 1
SCALE 1:10

ELEVATION B
SCALE 1:10



SECTION 2
SCALE 1:100

A.E.N. 000 917 830





SKELETON
CREEK
LAGOON

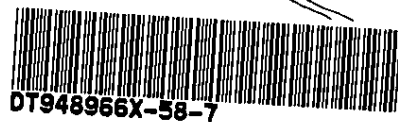
Rural type fence
if required

WETLANDS

Drain section to be maintained
if required to inhibit entry to
wetlands.



DRG.No.6451



SCHEDULE 4

**Description and Method of Design and Construction
of the Drainage Works**

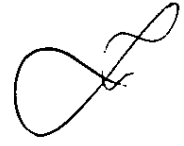
1. Provision of sufficient floodway for Cheetham Creek through the Land to convey the 1% AEP flood estimated to be 35m³/sec at the western boundary and 42 m³/sec at Skeleton Creek in the approximate location shown on the attached drawing numbered 5985/SK/3/010 and in the approximate configuration shown in the attached drawing numbered 6451/010/.
2. Provision of flood retarding areas and associated features, in the approximate location shown on the attached drawing numbered 5985/SK/3/010, to control the maximum discharge to the Southern Moat and Skeleton Creek at flows equivalent to the 1% AEP flood from the undeveloped catchment of the Cheetham Creek.
3. Construction of a SWTP of approximately 8 hectares in surface area in the approximate location shown on the attached drawing numbered 5985/SK/3/010. The SWTP will be constructed to meet the water quality policies and guidelines of the Environment Protection Authority and the design standards of Melbourne Water.
4. Construction of the Southern Moat as generally shown in the attached drawings numbered 5985/SK/3/006, 5985/SK/3/007, 5985/SK/3/008 and 5985/SK/3/009.
5. Filling of land to levels which are at least 300 mm above the 1% AEP flood levels as indicated on the attached drawing numbered 5985/SK/3/010.
6. Drainage Works for the Urban Development Land adjacent to the Skeleton Creek Lagoon will be designed and constructed so as to minimise the impact on the lagoon through the use of treatments specified in this Schedule 4 and titled "Skeleton Creek Lagoon - Typical Edge Treatments".



A handwritten signature in black ink is located in the bottom right corner of the page, overlapping the right edge of the barcode area.

7. Provision of maintenance of the landscaping constructed as part of the Drainage Works for a period of six months. The Certificate of Completion for the Drainage Works will only issue once the Drainage Works have been completed and the Owner has presented evidence that a contract has been awarded for the maintenance of the landscaping for the period of six months, such period to commence at a date to be agreed between the Owner and Melbourne Water but no later than two months after the issue of the Certificate of Completion for the Drainage Works.

8. Despite the provisions of clause 6 and of this Schedule 4, Melbourne Water acknowledges that in respect of the Drainage Works, subject to detailed design, a minimum drainage reservation width of 50 metres would generally be adequate to accommodate the flood flows from Cheetham Creek for a 1 in 100 year ARI event. If, following that detailed design, it is demonstrated that a reservation width of 50 metres is insufficient, the Owner agrees to set aside further land for the drainage reserves to the satisfaction of Melbourne Water.



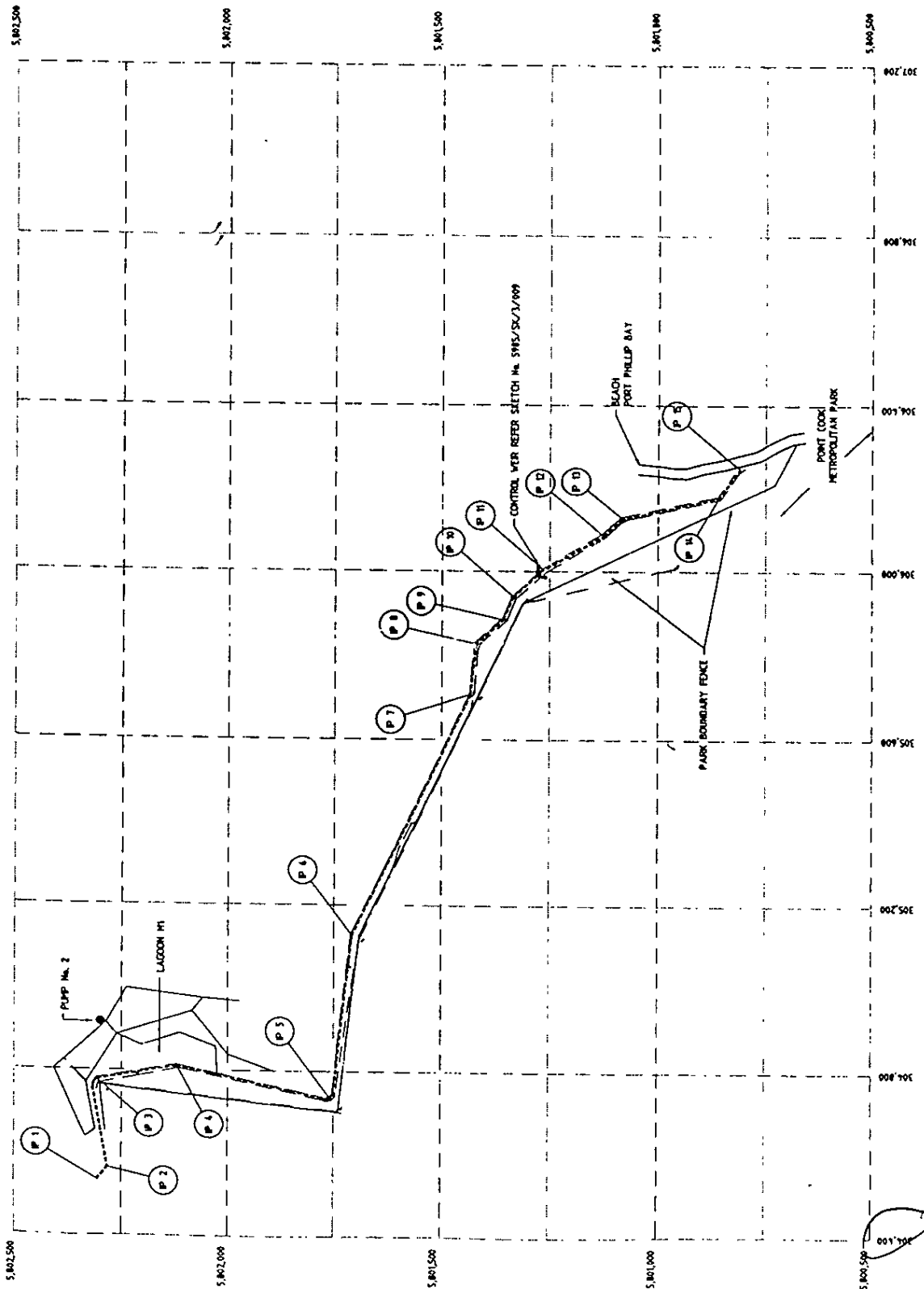
A handwritten signature in black ink, consisting of a large loop and a trailing flourish, positioned above a short horizontal line.



DT948966X-60-9



INTERSECTION POINTS	DISTANCE (m)	X CO-ORDINATES	Y CO-ORDINATES
1	0	304530.42	5807300.00
2	37.72	304533.08	5807300.00
3	253.32	304774.16	5807300.00
4	445.94	304412.26	5807000.00
5	815.35	304137.17	5807000.00
6	1204.39	305234.79	5807700.00
7	1651.65	305708.16	5807400.00
8	1772.93	305822.08	5807400.00
9	2057.87	305885.64	5807400.00
10	2107.24	305914.81	5807000.00
11	2211.79	304603.77	5807000.00
12	2371.00	304441.85	5807000.00
13	2429.82	304214.14	5807000.00
14	2457.45	304175.28	5806900.00
15	2715.74	304244.22	5806800.00



SOUTHERN MOAT
SCALE 1:6000

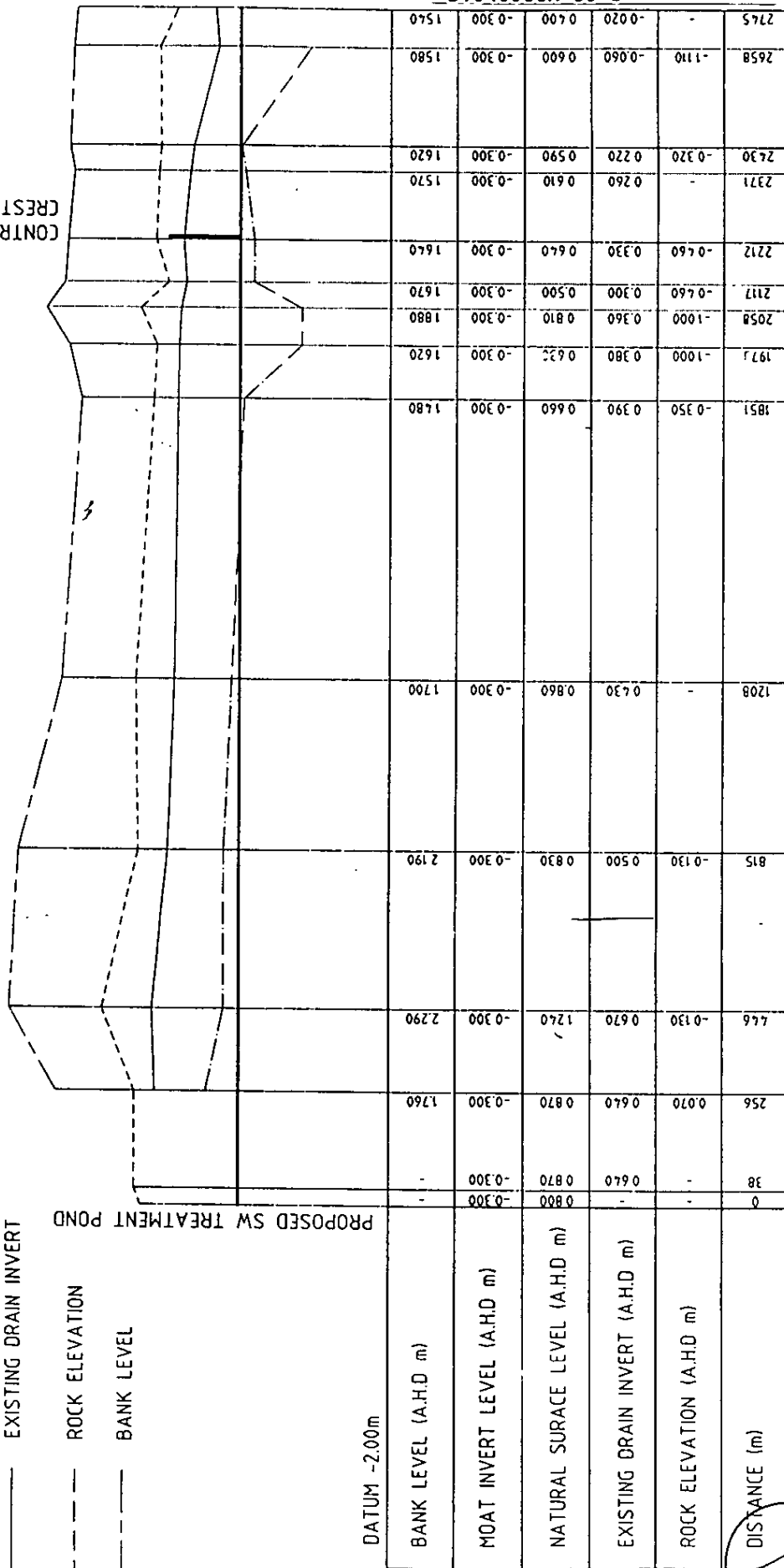


SOUTHERN MOAT
GENERAL ARRANGEMENT
DATE 24/6/94
5985/SK/3/005
CAD 55/5985/5985-006

ALN 000 112 430

LEGEND

- MOAT INVERT LEVEL
- - - NATURAL SURFACE LEVEL
- EXISTING DRAIN INVERT
- - - ROCK ELEVATION
- BANK LEVEL



DATUM -2.00m

DISTANCE (m)	ROCK ELEVATION (A.H.D. m)	EXISTING DRAIN INVERT (A.H.D. m)	NATURAL SURFACE LEVEL (A.H.D. m)	MOAT INVERT LEVEL (A.H.D. m)	BANK LEVEL (A.H.D. m)
0	0.60	0.80	0.80	-0.30	-
38	0.60	0.80	0.80	-0.30	-
256	0.070	0.870	0.870	-0.300	1.760
466	-0.130	0.670	1.260	-0.300	2.290
815	-0.130	0.500	0.830	-0.300	2.190
1208	-	0.430	0.860	-0.300	1.700
1971	-1.000	0.380	0.620	-0.300	1.620
2058	-1.000	0.360	0.810	-0.300	1.880
2117	-0.660	0.300	0.500	-0.300	1.670
2212	-0.660	0.330	0.640	-0.300	1.640
2371	-	0.260	0.610	-0.300	1.570
2430	-0.320	0.270	0.590	-0.300	1.620
2658	-1.110	0.060	0.600	-0.300	1.580
2765	-	0.020	0.600	-0.300	1.540



PORT PHILLIP BAY

SOUTHERN MOAT - PROFILE

SCALE - VERT 1:50, HORT 1:10,000

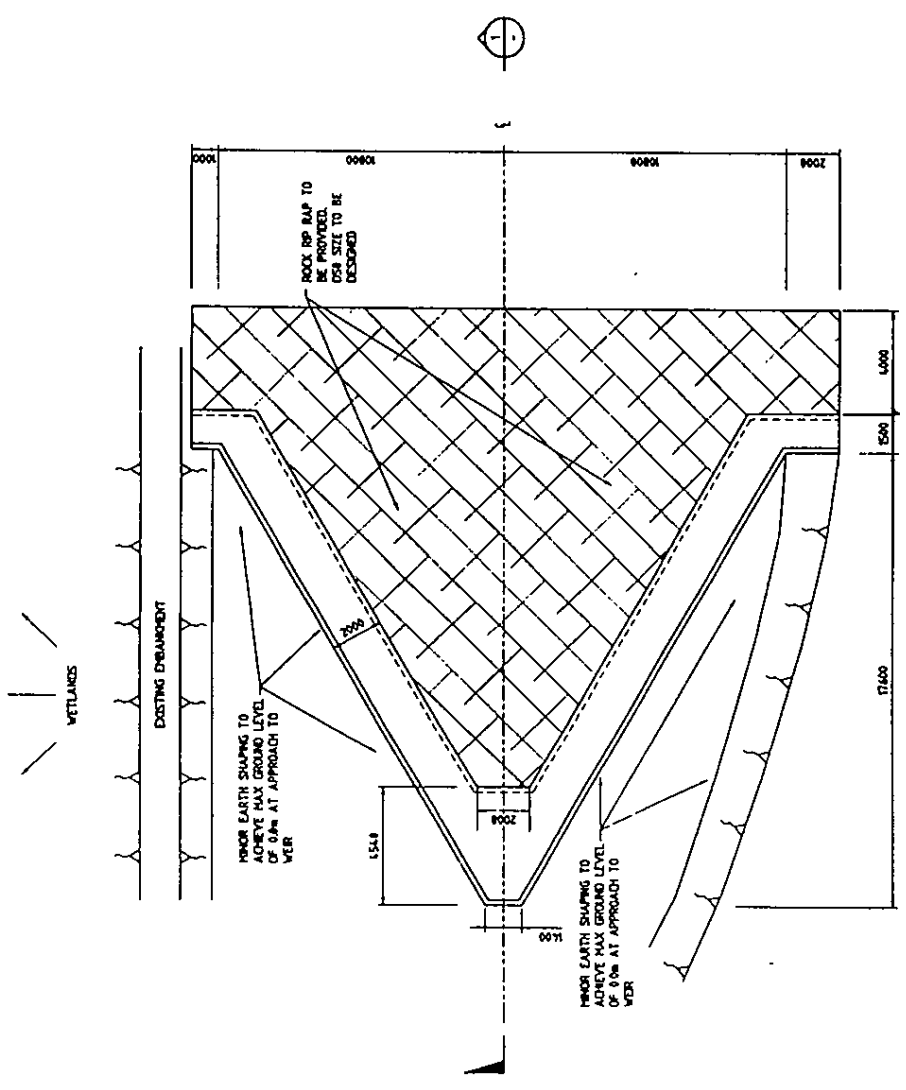


POINT COOK DEVELOPMENT
SOUTHERN MOAT - PROFILE
5985/SK/3/007
DATE 24/5/94
CAD 15V5855195-009

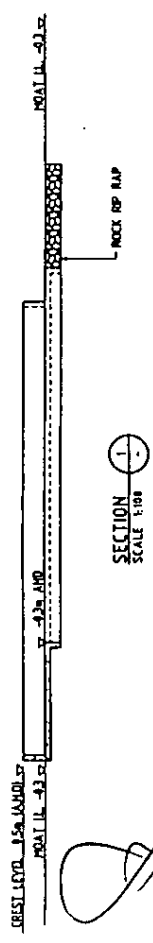


DT948966X-65-0

POINT COOK DEVELOPMENT
SOUTHERN MOAT - CONTROL WEIR
DATE 24/8/94
5985/SK/3/009
CAD SV\381\385-006



PLAN OF CONTROL WEIR AT DISTANCE 221009
SCALE 1:50

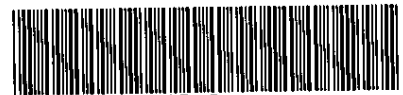


SECTION SCALE 1:10



SKELETON CREEK LAGOON

TYPICAL EDGE TREATMENTS

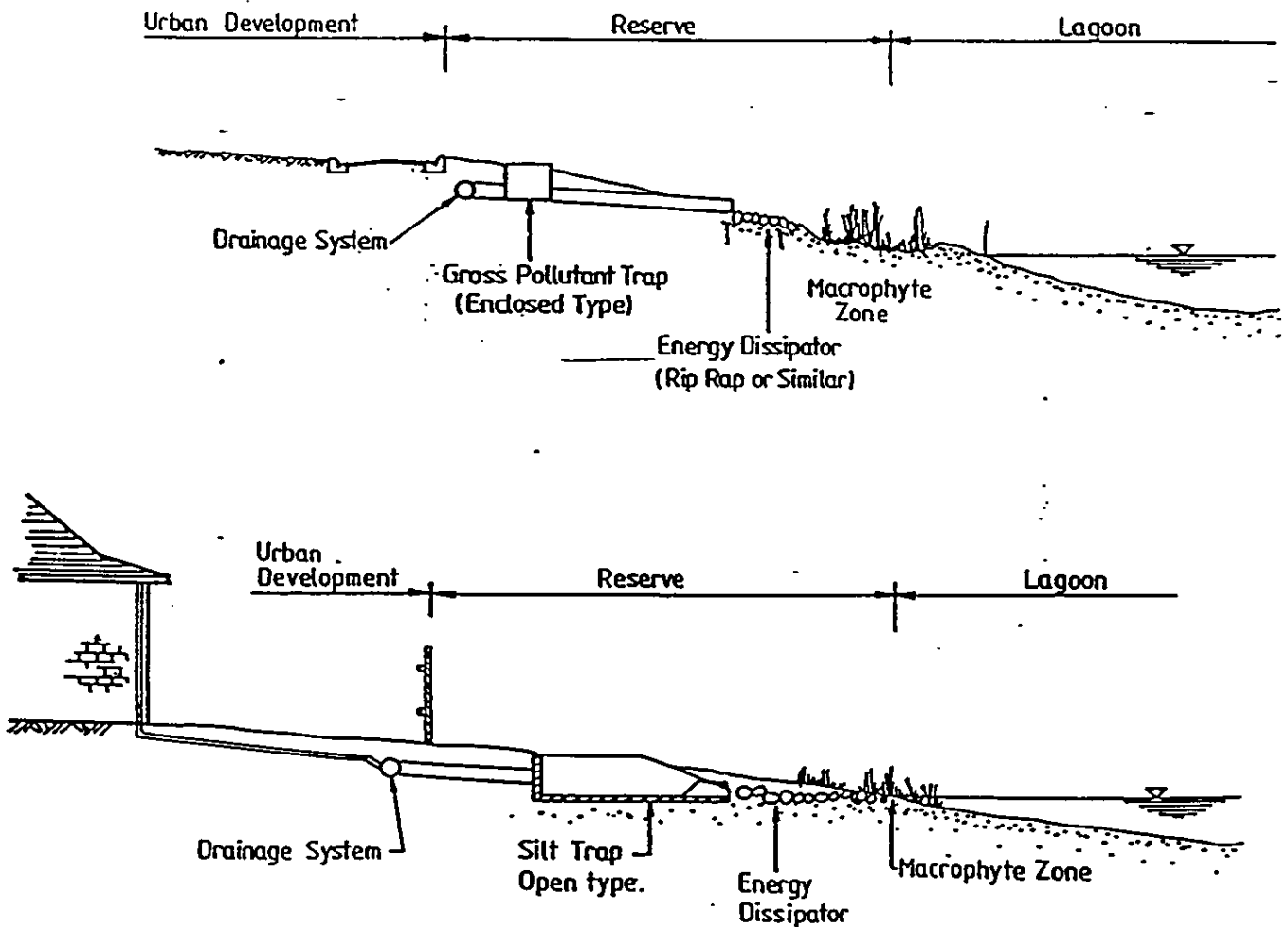


DT948966X-66-8

Drainage Control

Approximately 75 hectares of the Urban Development Land adjacent to Skeleton Creek will drain into Skeleton Creek.

The following typical treatments may apply to the control of the discharge from the development drainage system to the Skeleton Creek.



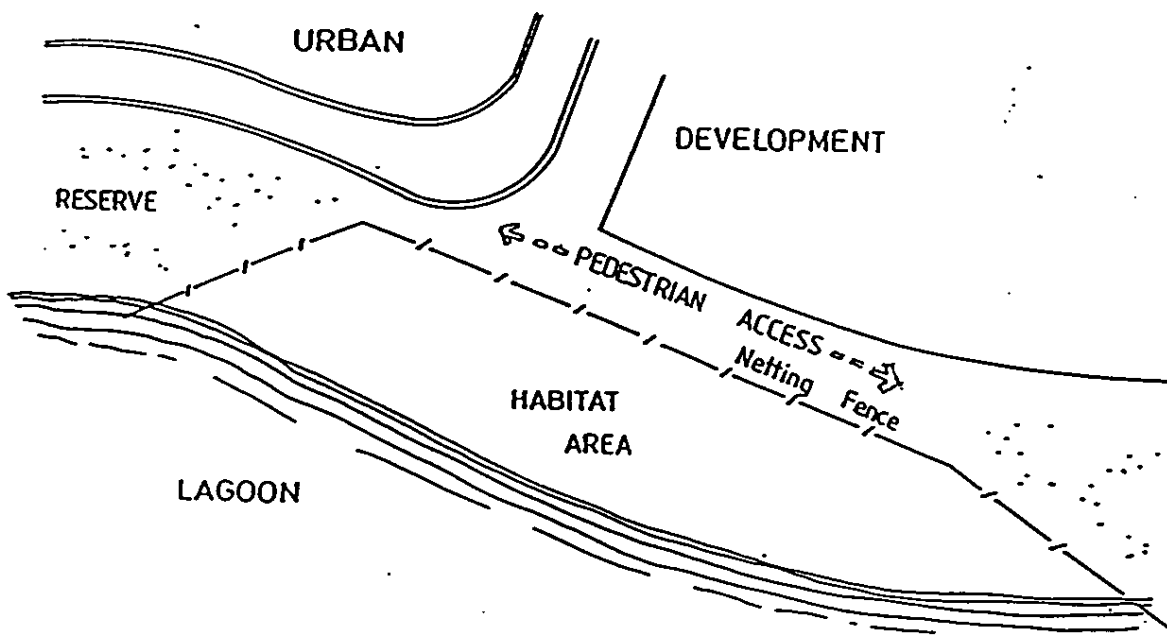
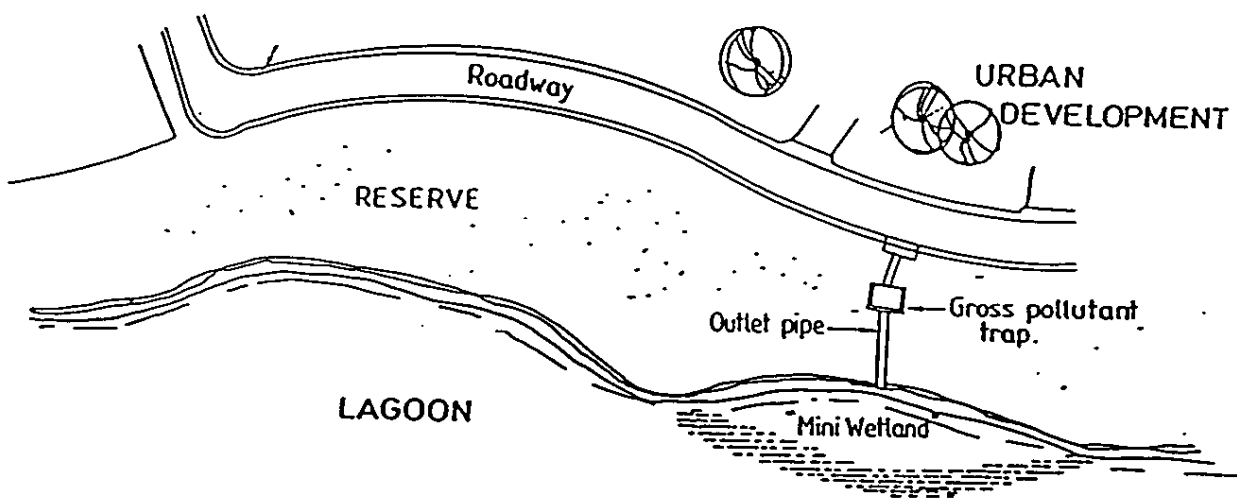
Habitat Retention

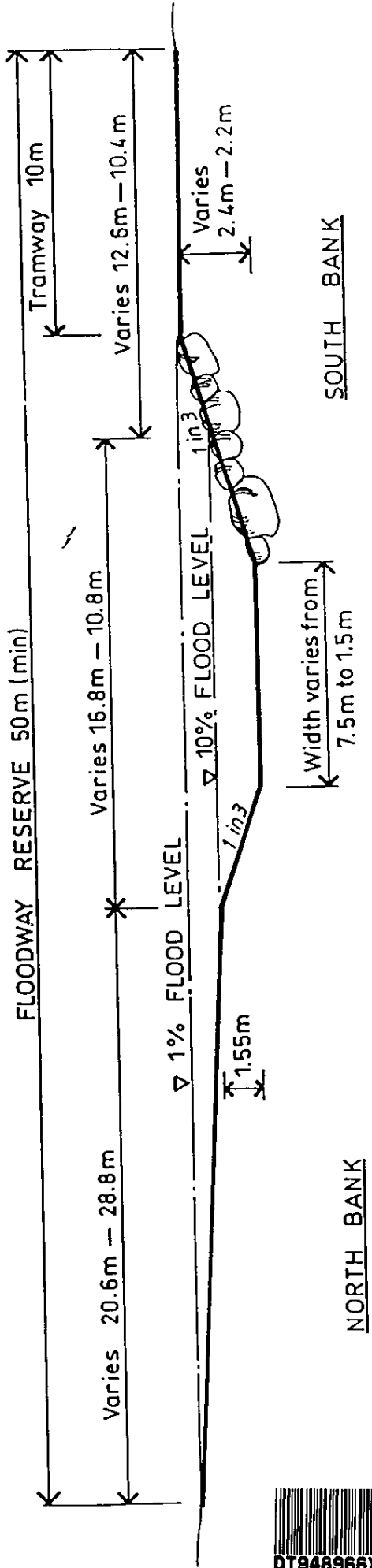
Some areas of the drainage reserve can be set aside exclusively for fauna habitat along the edge of the lagoon.

Typical treatments to create and enhance habitat are shown below. Fenced habitat areas will occupy 15,000m².



DT948966X-67-6





CHEETHAM CREEK CROSS SECTION

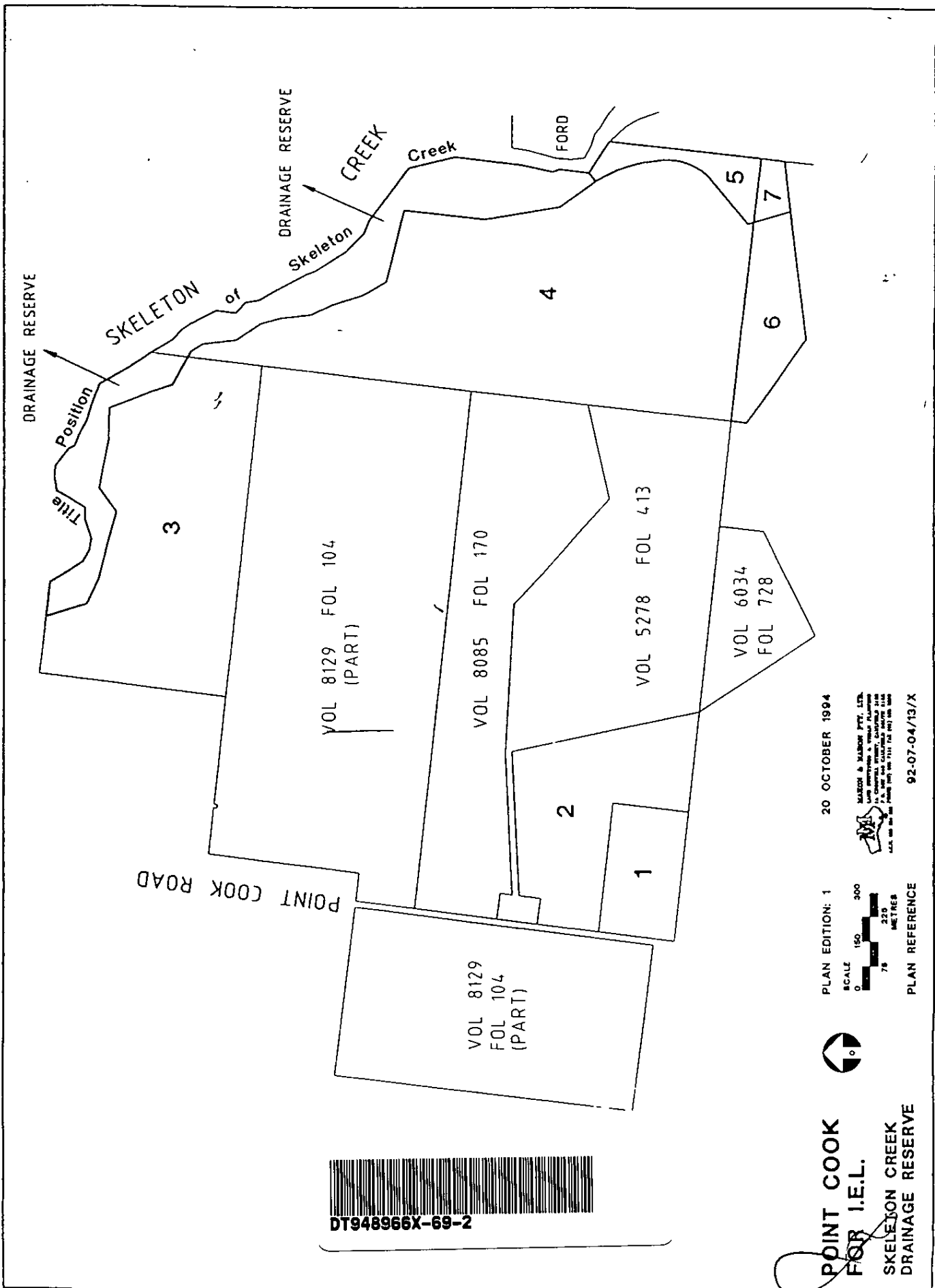
Scale 1:200



CCG.REF. No. 6451/010/

COOMES

- Consulting Engineers • Project Managers
- Planning • Surveying
- Urban Development Consultants



DT948966X-69-2

**POINT COOK
FOR I.E.L.
SKELETON CREEK
DRAINAGE RESERVE**

PLAN EDITION: 1 20 OCTOBER 1994

SCALE 0 150 300 METRES

PLAN REFERENCE 92-07-04/13/X

MASON & MASON PTY. LTD.
LAND SURVEYORS & CIVIL ENGINEERS
111 ST. JAMES ROAD, SUITE 1111, MELBOURNE VIC 3006
A.C.N. 111 111 111

SCHEDULE 5

**Description and Method of Design and Construction of the
Physical Infrastructure Works**

Physical Infrastructure Works Report, is attached



DT948966X-70-6

A handwritten signature in black ink, consisting of a stylized, cursive script.

INDUSTRIAL EQUITY LIMITED
POINT COOK ESTATE DEVELOPMENT

EXTERNAL ROAD INFRASTRUCTURE
WORKS CONTRIBUTION SCHEDULE

11 November, 1994



DT948966X-71-4

1.2477R940.JDH

A handwritten signature in black ink, consisting of a large, stylized loop followed by a few strokes.

1. INTRODUCTION & SCOPE

Industrial Equity Limited seeks a rezoning of land known as "The Saltworks" at Point Cook. The zoning sought will enable development of land primarily for residential use, with associated schools and community facilities, and a neighbourhood activity centre. To provide appropriate access for the use of the land, some roadworks external to the site are desirable.

This document sets out the scope and extent of works on arterial roads which are proposed by IEL for inclusion within an appropriate Section 173 Agreement as conditions for development, and which are external to the development site.

2. THE WORKS PROPOSED

2.1 Outline

The external roadworks proposed consist of the following primary elements:-

- a) Provision of a new Freeway off-ramp to provide access via Strezlecki Grove to Triholm Avenue and Laverton South Shopping Centre.
- b) Provision of a new Freeway entry ramp via Oakdene Grove to provide vehicular access to the Freeway without the need for all traffic to pass through the Shopping Centre.
- c) Widening of Point Cook Road between Shane Avenue (South) and Shane Avenue (North).
- d) Duplication of Point Cook Road between the realigned Sneydes Road and Shane Avenue (South).

The works schedules included in Section 3 provide a broad indication as to the scale of works intended to be provided.

These schedules are not intended to precisely define the extent and limitations of the works to be provided, but are to provide a general indication as to the works scope.

2.2 Freeway Off-Ramp to Strezlecki Grove

Drawing N° 247711 shows the proposed exit ramp from the Freeway to connect to Strezlecki Grove.

Detailed design of the off-ramp, including pavement, will be subject to the approval of VicRoads.

Pavement surface strengthening within Strezlecki Grove and Triholm Avenue is proposed, along with re-allocation of priority at the Triholm Avenue/Strezlecki Grove intersection by construction of new kerbing and traffic islands.



The surface strengthening works to existing pavement allowed are limited to the provision of approximately 50mm depth of asphalt overlay, or works which are of similar value. Detailed design will be to the approval of Council.

The existing off-ramp to Laverton South Shopping Centre will be removed west of Oakdene Avenue.

2.3 Freeway On-Ramp From Oakdene Grove

Drawing N° 247711 shows scope and extent of the proposed Freeway entry ramp to be approached via Oakdene Grove.

The proposal allows for alterations to existing services, resurfacing of Oakdene Grove, and connection to the existing Freeway off-ramp which will be constructed to join the existing on-ramp which is accessed via the Shopping Centre. Geometry and pavement design for new works outside of the existing Oakdene Grove pavement will require the approval of VicRoads.

Dependent upon final design details it may be necessary to widen the Oakdene Avenue reservation by acquisition of a splay corner on the northern side at the Freeway boundary. If this is needed then Council will be required to obtain the necessary land.

The surface strengthening works to existing pavement allowed are limited to the provision of approximately 50mm depth of asphalt overlay, or works which are of similar value. Detailed design will be to the approval of Council.

As shown on the Drawing final details of access at the east end of the Shopping Centre are yet to be resolved, but the process has been commenced by VicRoads and Council.

Council has recently completed a roundabout at the intersection of Triholm Avenue and Point Cook Road. Consequently the works within Triholm Avenue will match the roundabout and will include any minor modifications required for successfully matching will be provided.

2.4 Point Cook Road, Shane Avenue South to Central Avenue

North of Skeleton Creek the existing road is constructed to a width of approximately 12.2 metres between kerbs.

South of the Skeleton Creek bridge the road is generally approximately 7.0 metres wide, without kerbs.

The proposed works involve two stages of development of the road.

The first Stage increases the width of pavement to 10.4 metres between face of kerb on the western side and the edge of the existing pavement on the eastern side, with minor additional widening at intersections (to create two lanes through the roundabouts along Point Cook Road), and access to the Shopping Centre.



The existing road has some partly failed areas which will require repair, and overlay of the pavement surface has been allowed to a limit of 30mm depth of asphalt, or works of similar value.

The second stage involves widening on the eastern side to create a total width of 13.6 metres between face of kerbs, but only if the combined impacts of development are such that single lane vehicle flows exceed 1,750 vehicles in any hour of the day, averaged over the course of a normal week, and 3,000 lots are released in the Saltworks.

Drawing N^o's 247712 and 247713 show the scope and extent of the works proposed.

2.5 Point Cook Road, Sneydes Road to Shane Avenue South

This section of Point Cook Road will be duplicated to provide four lanes with central median, potentially in three stages.

Stage 1

The first stage of the duplication will be from the intersection of Dunnings Road with Point Cook Road to Shane Avenue south, within a reservation west of the existing reservation, to be acquired by Council.

Stage 2

The second stage of the duplication will be from the intersection of the realigned Sneydes Road with Point Cook Road to Dunnings Road. Again the existing reservation will need to be widened by around 20 metres, on the western side of the existing reservation.

IEL owns land on the west side of Point Cook Road north of Sneydes Road. Sufficient reservation widening from this land will be turned over to road reservation, to allow the duplicated form of the road to be constructed.

The duplication between IEL land and Dunnings Road will require Council to negotiate the land for the road widening between the northern limit of the IEL holding on the west side of Point Cook Road and Dunnings Road.

Stage 3

The third stage of the duplication is between the realigned Sneydes Road and the existing alignment of Sneydes Road. The reservation widening on the western side of Point Cook Road will be provided by IEL.

The need for this stage of the duplication will be reviewed in the year 2004 or when The Registrar of Titles has registered 3,000 subdivided lots.

If traffic volumes are in excess of 10,000 vehicles per day at any point south of the realigned Sneydes Road then the duplication will be provided by IEL.



Such duplication in this subject section may be required to facilitate local access requirements for development on both sides of Point Cook Road, and Council may require connection of intersection treatments to achieve full duplication in logical sections of Point Cook Road.

Construction Standards

The standard of construction proposed is a sealed carriageway of 7.5 metres width between faces of semi-mountable kerbs or kerb and channels.

Drainage included in the IEL works agreement is limited to that required to drain the road pavements and reservations, with kerb and channel connections to open swale between the outer kerb and property line being the general case.

Integration of drainage requirements from developments on the western side of Point Cook Road will be provided on the basis that suitable financial arrangements can be agreed.

Local intersection treatments for access within the "Saltworks" land area will be provided, but new access arrangements, median breaks and deceleration or turning lanes will be the responsibility of developers of land which abut the road.

Drawing N° 247713 shows the scope and extent of the works proposed.



3. TIMING OF WORKS PROPOSED

The following table indicates the staged introduction of the works. All scheduled works will be provided at or prior to the designated scale of development.

Action	Description	Program
1.	Widen Point Cook Road to 10.4m Shane Ave North to Shane Ave South	1,250 subdivided lots registered by The Registrar of Titles
2.	Widen roundabout approaches to 2 lanes on north and south approaches at Shane Ave North and South	In conjunction with 1 above
3.	New Freeway Access at Laverton	1,500 subdivided lots registered by The Registrar of Titles
4.	Duplication of Point Cook Road Dunning's Rd to Shane Ave South	3000 subdivided lots registered by The Registrar of Titles
5.	Duplication of Point Cook Road realigned Sneydes Road to Dunning's Rd	3,500 subdivided lots registered by The Registrar of Titles
6.	Widen Point Cook Road to 13.6m Shane Ave North to Shane Ave South	Not before 3,000 subdivided lots are registered by the Registrar of Titles, and only if the average weekday peak traffic volume is more than 1,750 vehicles per hour per lane
7.	Duplication of Point Cook Road Existing Sneydes Rd intersection to realigned Sneydes Rd intersection with Point Cook Rd	Not before 3,000 subdivided lots are registered by the Registrar of Titles, and only if the average daily traffic volume is more than 10,000 vehicles south of the realigned Sneydes Road intersection with Point Cook Road

4. PROVISIONS

In the event of circumstances outside the control of the Developer which prevents the implementation of any of the works described in the Schedule above, the Developer will agree to the provision of alternative works of equivalent value at more or less equivalent stages of development.

It must be agreed by all parties to the Agreement that the works to be provided in lieu will be of appropriate benefit to the development of the Saltworks land.

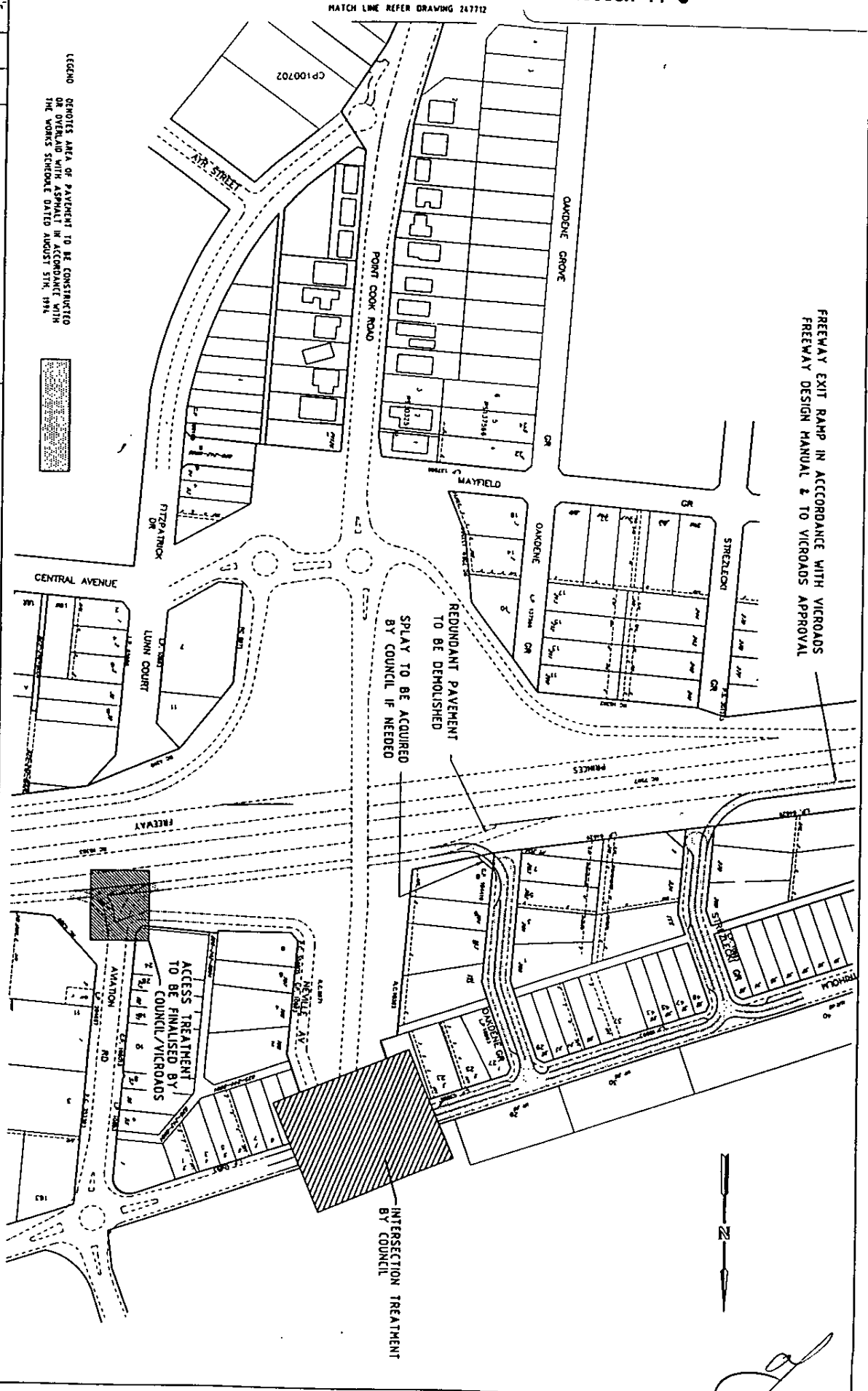


DT948966X-76-5



DT948966X-77-3

FREEWAY EXIT RAMP IN ACCORDANCE WITH VICROADS
FREEWAY DESIGN MANUAL 2 TO VICROADS APPROVAL



E		
D		
C	1/24	V/V/V
B	1/24	S/V/V
A	1/24	P/V/V
	Appd	Site

CROSS REFERENCES

SCALE OF METRES

1	2	3	4	5	6	7	8	9	10
0	1	2	3	4	5	6	7	8	9

TJM Consulting Pty Ltd
 10/11-13/15 Victoria Street, Ashburton, SA 5133
 Phone: (08) 8532 1111
 Fax: (08) 8532 1112
 Email: info@tjm.com.au

**POINT COOK ROAD
 CITY OF WERRIBEE
 ACCESS TO PRINCES FREEWAY
 PROPOSED IMPROVEMENT WORKS**

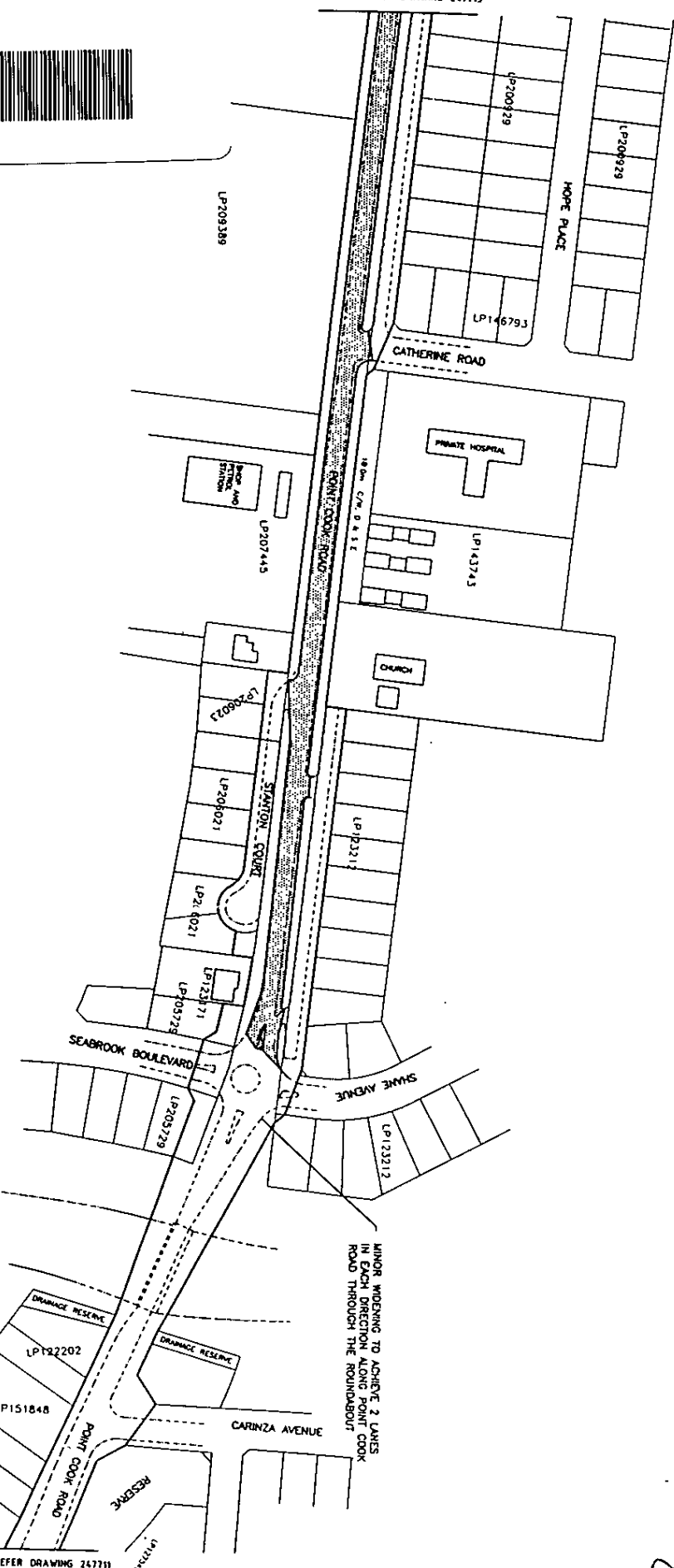
Drawn by: 1
 Checked by: 247711

MATCH LINE REFER DRAWING 247713



DT948966X-78-1

LOCKING DEMOTES AREA OF PAVEMENT TO BE CONSTRUCTED IN ACCORDANCE WITH TYPICAL SECTIONS SHOWN ON DRAWING NO. 247713, AND TO COUNCIL APPROVAL.



MATCH LINE REFER DRAWING 247713

E		
D		
C	JAN	GENERAL REVISIONS, PER CITY OF MERIBEE
B	JAN	GENERAL REVISIONS, PER CITY OF MERIBEE
A	JAN	GENERAL REVISIONS, PER CITY OF MERIBEE
		AMENDMENTS

SCALE OF METRES	Horizontal	Vertical
	0 5 10 15 20 25 30 35 40	0 5 10 15 20 25 30 35 40

Author	
Checked	
Drawn	
Approved	

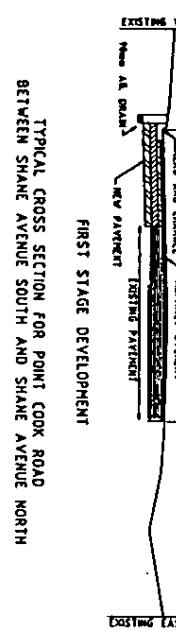
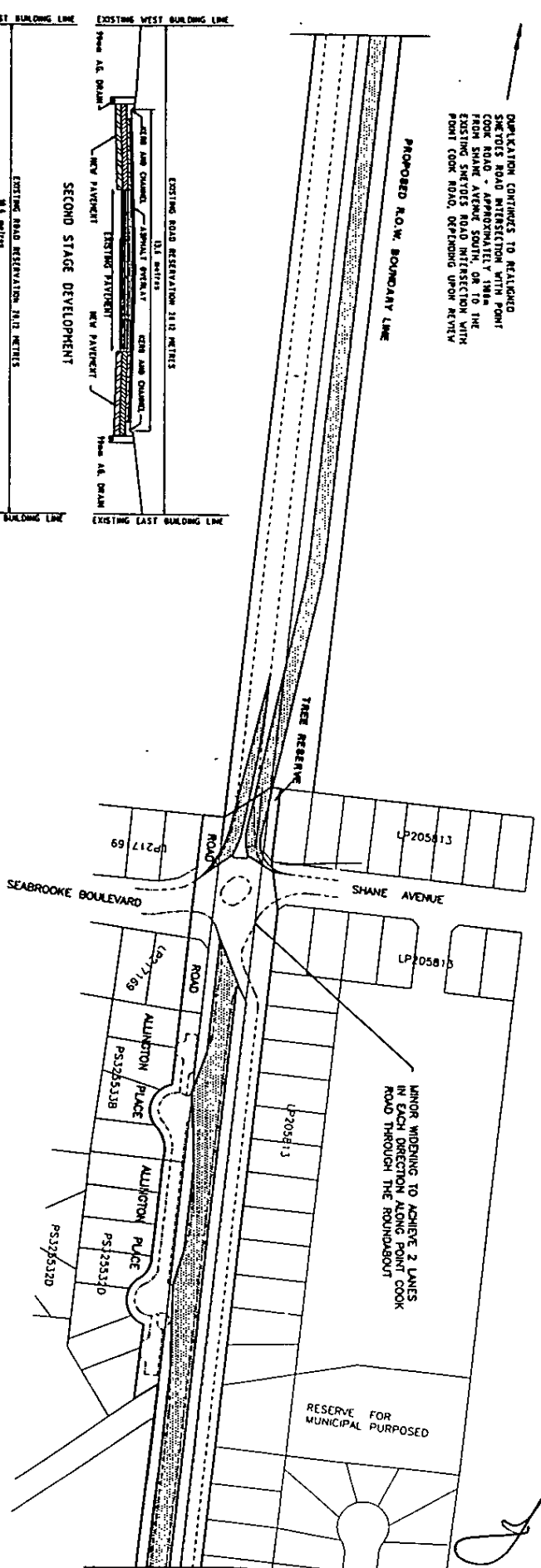
TJM Consulting Pty Ltd
 Town and Country Engineers
 100/100 WALKER STREET, LAURENCE HAY, VIC 3043
 Phone: (03) 9488 1111 Fax: (03) 9488 1112
 Email: info@tjm.com.au

POINT COOK ROAD
 CITY OF MERIBEE
PROPOSED IMPROVEMENT WORKS

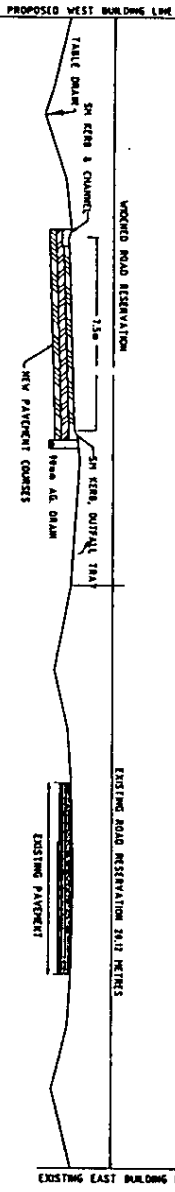
Sheet No. 2 of 2
 Drawing No. 247712



DUPLICATION CONTIGUES TO REIGNED
 SNEYDES ROAD INTERSECTION WITH POINT
 COOK ROAD - APPROXIMATELY 100M
 FROM SNEYDES ROAD INTERSECTION WITH
 THE
 EXISTING SNEYDES ROAD INTERSECTION WITH
 POINT COOK ROAD, DEFENDING UPON REVIEW

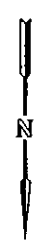


NOTES:
 ALL CONSTRUCTION WORKS ARE TO BE CARRIED OUT IN ACCORDANCE
 WITH CONSTRUCTION DESIGN DRAWINGS WHICH WILL BE PREPARED ON
 THE BASIS OF RELEVANT AUSTRALIAN STANDARDS INCLUDING AUSTRALASIAN
 STANDARD AS 1742.1 (2002) FOR ROADWORKS, AS 1742.2 (2002) FOR
 PAVEMENTS, AS 1742.3 (2002) FOR SIGNAGE, AS 1742.4 (2002) FOR
 LIGHTING, AS 1742.5 (2002) FOR FENCING, AS 1742.6 (2002) FOR
 THESE TYPICAL SECTIONS ARE PROVIDED TO INDICATE THE GENERAL SCHEME
 AND EXTENT OF THE WORKS, AND ARE TO BE USED AS THE BASIS FOR
 OBTAINING DESIGN OF THE ROADWAYS UNDER CONSIDERATION.
 DESIGN AND CONSTRUCTION OF ALL WORKS WILL BE TO THE APPROVAL OF
 VARIOUS AUTHORITIES AND/OR CONSOLE FOR THE RESPECTIVE RESPONSIBILITIES



TYPICAL CROSS SECTION FOR SECTION OF POINT COOK ROAD TO BE DUPLICATED
 REALIGNED SNEYDES ROAD INTERSECTION TO SHANE AVENUE SOUTH

LEGEND:
 DENOTES AREA OF PAVEMENT TO BE CONSTRUCTED
 IN ACCORDANCE WITH TYPICAL SECTIONS SHOWN ON
 THIS DRAWING



E		GROSS REFERENCES		SCALE OF METRES	
D				Vertical 1:50, 30:1, 1:10	
C	1/24/01	GENERAL REVISIONS, PER CITY OF MERRIBEE		Horizontal 1:50, 30:1, 1:10	
B	1/24/01	GENERAL REVISIONS, PER CITY OF MERRIBEE		Vertical	
A	1/24/01	GENERAL REVISIONS		Horizontal	
		AMENDMENTS		Vertical	
		TMA Consulting Pty Ltd Level 15, 363 Victoria Street, Melbourne VIC, VIC (03)2523222		Project No. 3 Drawing No. 247713	
		POINT COOK ROAD CITY OF MERRIBEE PROPOSED IMPROVEMENT WORKS		Sheet No. 3 Drawing No. 247713	

MATCH LINE REFER DRAWING 247712

SCHEDULE 6

**Description and Method of Design and Construction of the
Community Services Works**

1. Subject to clause 12 of this Schedule 6, the Owner covenants and agrees that, as part of the Urban Development, it will at its own cost and expense construct three (3) MPCC's in the manner set out in this Schedule 6.
2. The site for each MPCC will have an area of at least 3,000 square metres, except where, with the approval of the Responsible Authority (which approval will not be unreasonably withheld), the site abuts other community facilities, and shared car parking arrangements between the users are, or can be, made so as to reduce the area of land required on the site of the MPCC for car parking purposes.
3. Each MPCC will provide facilities for the use and benefit of the local residential community and, without limitation, will include a number of multi-purpose areas, or rooms, which are capable of being used, at the discretion of the Responsible Authority, for day-care, pre-school, maternal and child health, and general community purposes. Each MPCC will contain a floor area of at least 400 square metres.
4. The following provisions will apply to the development and the construction of each MPCC:
 - (a) prior to the commencement of the development of each MPCC the following arrangements will be made, in consultation with and to the satisfaction of the Responsible Authority (acting reasonably), in relation to the design, construction and appointment of the MPCC, and the landscaping of the open areas of the site:
 - (i) formulation of design brief(s);
 - (ii) appointment of professional consultants;
 - (iii) evaluation of conceptual design proposals;



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- (iv) preparation of detailed design proposals for all building elements, including specifications for materials and standards of construction and schedule(s) of finishes;
 - (v) preparation of detailed landscape development proposals, including schedules of "hard" and "soft" landscaping materials to be used;
 - (vi) timing and supervision of all construction work; and
 - (vii) ~~final appointment and hand-over of the facility;~~
- (b) in addition to the requirements of clause 4(a) of this Schedule 6, prior to the commencement of the development of any MPCC, detailed plans, elevations and schedules of finishes of the MPCC(s) and an overall landscape development plan for the site will be prepared by the Owner in consultation with and to the satisfaction of the Responsible Authority (acting reasonably);
- (c) all development will be in accordance with the agreed and approved plans and specifications except where agreed otherwise between the Owner and the Responsible Authority;
- (d) at the hand-over of each MPCC in accordance with clauses 5, 6 and 7 of this Schedule 6, each MPCC will have internal walls that create rooms which are suitable for their intended usage by the Responsible Authority;
- (e) except where otherwise agreed between the Owner and the Responsible Authority, the standards of construction and fit-out of each MPCC should include:
- (i) a base floor structure of reinforced concrete, and brick or masonry external walls;
 - (ii) vinyl or similar flooring throughout, except in designated offices or waiting rooms, where carpet will be used, and in



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the multi-purpose community room, where there will be a "sprung" floor suitable for recreational use. All vinyl and carpet floor coverings are to be of commercial quality;

- (iii) lighting to be ceiling-mounted standard quality fluorescent tube fittings with a standard design luminance to satisfy appropriate standards for public buildings;
 - (iv) toilets are to be provided in accordance with the standards for public buildings including one toilet in each MPCC for disabled persons;
 - (v) each kitchen area will be provided with benches, cupboards and a domestic-sized cooking range suitable for maternal child health, pre-school and child care centre use;
 - (vi) non-ducted heating and cooling facilities will be provided according to arrangements between the Owner and the Responsible Authority; and
- (f) despite anything contained in this clause 4 of this Schedule 6 the fit-out of each MPCC required to be undertaken by the Owner should not include any built-in cupboards or any other similar fittings, except in kitchen, bathroom and laundry areas.

5. The Owner agrees to construct the first MPCC at the Community Activity Centre as shown on the Plan in two stages as follows:

- (a) the first stage is to be handed over to the Responsible Authority upon the registration by the Registrar of Titles of the 625th subdivided lot on the Urban Development Land. This first stage will contain not less than 250 square metres of floor area; and



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- (b) the second stage, containing the remaining floor area as required in clause 3 of this Schedule 6, will be ready for hand-over to the Responsible Authority no later than upon the registration by the Registrar of Titles of the 1675th subdivided lot on the Urban Development Land.

- 6. Subject to agreement to the contrary between the Owner and the Responsible Authority, and subject to clause 12 of this Schedule 6, the Owner agrees that the second MPCC will be handed over to the Responsible Authority no later than upon the registration by the Registrar of Titles of the 2375th subdivided lot on the Urban Development Land.

- 7. Subject to agreement of the contrary between the Owner and the Responsible Authority, and subject to clause 12 of this Schedule 6, the Owner agrees that the third MPCC will be handed over to the Responsible Authority no later than upon the registration by the Registrar of Titles of the 4500th subdivided lot on the Urban Development Land.

- 8. Of the proposed second and third MPCCs, one is to be located at the Local Activity Centre as shown on the Plan and the other is to be located adjacent to, or co-locationally with, the Northernmost Educational Centre Site.

- 9. Once a Certificate of Completion has been issued for each MPCC the ownership in the MPCC will transfer to the Responsible Authority and the Owner will transfer title to the land on which the MPCC has been constructed to the Responsible Authority. In the event that a transfer of the land on which the MPCC has been constructed is required then the Responsible Authority will be responsible for preparation of all necessary plans of subdivision and transfers of land together with all fees payable on such transfers of land.

- 10. Subject to clauses 3 and 4 of this Schedule 6, the Responsible Authority acknowledges that while the Owner is undertaking the Urban Development it will require a sales promotion centre and project management office and further acknowledge that the Owner will be permitted to use the MPCC's for such purposes as follows:



DT948966X-83-8

- (a) the Owner may at its option commence construction of each and any of the MPCC's from the date of this Agreement and the Responsible Authority will use its building approval powers and planning powers to authorise the construction of the MPCC's including, without limitation, to the extent necessary, the grant of a planning permit under the provisions of clause 127B-1.2 of the Planning Scheme;
- (b) the Owner may use the first MPCC for these purposes until the time for hand-over of the first MPCC pursuant to clause 5 of this Schedule 6. During such period the Owner may develop, fit-out and use the first MPCC in any manner it requires provided however that any such development, fit-out or use must be approved by the Responsible Authority (which approval will not be unreasonably withheld);
- (c) should the Owner still require a sales promotion centre and project management office after the hand-over of the first MPCC the Owner may develop, fit-out and use the second MPCC until the time for the hand-over of the second MPCC pursuant to clause 6 of this Schedule 6 in any manner it requires provided however that any such development, fit-out or use must be approved by the Responsible Authority (which approval will not be unreasonably withheld); and
- (d) should the Owner still require a sales promotion centre and project management office after the hand-over of the second MPCC the Owner may develop, fit-out and use the third MPCC until the time for the hand-over of the third MPCC pursuant to clause 7 of this Schedule 6 in any manner it requires provided however that any such development, fit-out or use must be approved by the Responsible Authority (which approval will not be unreasonably withheld).



11. While any of the MPCC's are used by the Owner for a sales promotion centre and project management office the Responsible Authority will use its planning powers to authorise the temporary use of any MPCC for the purposes set out in clause 10 of this Schedule 6 including, without limitation, to the extent necessary, the grant of a planning permit under the provisions of clause 127B-1.2 of the Planning Scheme.

12. The obligation to construct and transfer ownership to the second and third MPCC's pursuant to clauses 6 and 7 of this Schedule 6 only arises when the Registrar of Titles has registered the 2375th and 4500th subdivided lots on the Urban Development Land respectively as follows:

(a) if there are fewer than 2375 subdivided lots registered by the Registrar of Titles on the Urban Development Land then the Owner is not obliged to construct the second MPCC in accordance with clause 1 of this Schedule 6. If the second MPCC has been constructed and has been used by the Owner in accordance with clause 10 of this Schedule 6 then the Owner is not obliged to transfer ownership in the second MPCC. The Owner may then use the second MPCC for any purpose approved by the Responsible Authority (which approval will not be unreasonably withheld), including the sale of the land on which the MPCC is constructed;

(b) if there are fewer than 4500 subdivided lots registered by the Registrar of Titles on the Urban Development Land then the Owner is not obliged to construct the third MPCC in accordance with clause 1 of this Schedule 6. If the third MPCC has been constructed and has been used by the Owner in accordance with clause 10 of this Schedule 6, then the Owner is not obliged to transfer ownership in the third MPCC. The Owner may then use the third MPCC for any purpose approved by the Responsible Authority (which approval will not be unreasonably withheld), including the sale of the land on which the MPCC is constructed; and

(c) if either or both of the second and third MPCC's are not handed over in accordance with clauses 6 and 7 of this Schedule 6 respectively and are retained and used by the Owner in accordance with this clause 12 of this Schedule 6, then the Responsible Authority will use its planning powers to authorise the use of the MPCCs by the Owner including, without limitation, to the extent necessary, the granting of a planning permit under the provision of clause 127B-1.2 of the Planning Scheme.



DT948966X-85-4

13. If, immediately prior to the time for the hand-over of any MPCC (or any stage of the first MPCC) in accordance with clauses 5, 6 and 7 of this Schedule 6, that MPCC (or the relevant stage of the first MPCC) has not been completed by the Owner in accordance with the requirements of this Schedule 6, then the Responsible Authority may request the Owner to lodge with the Responsible Authority a bank guarantee for an amount which the Owner and the Responsible Authority agree will be the estimated cost of construction of that MPCC (or the relevant stage of the first MPCC) to secure the Owner's obligations to construct that MPCC (or the relevant stage of the first MPCC). The amount of the bank guarantee will be progressively reduced by the value of the work completed by the Owner to the MPCC for which the bank guarantee has been given and fully released when a Certificate of Completion has issued for that MPCC (or the relevant stage of the first MPCC). Any dispute as to the amount of the bank guarantee or the release of it under this clause 13 of Schedule 6 will be determined in accordance with clause 15.



DT948966X-86-2

SCHEDULE 7

**Description and Method of the
Site Rehabilitation Works**

The Site Rehabilitation Works will involve the following methods of working to achieve the required level of soil conductivity.

1. The importation and placement of filling material.
2. The excavation and removal of material.
3. Leaching of the salt from the soil by flooding selected areas with fresh water and containing the water within constructed lagoons.
4. Conditioning the soil through the application of Gypsum and similar material to improve the condition of the soil and assist in the leaching of salt.
5. Ripping of the soil surface to assist in the leaching and rehabilitation process.
6. Excavation of the soil and stock piling the soil for later use or utilising heap leaching techniques to remove salt, prior to replacing the soil.



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SCHEDULE 8

Hydraulic Servicing

The hydraulic services for the Urban Development consist of water supply and sewer provision.

The following description of works does not imply that the work is to be undertaken as part of this Agreement as the extent of work to be carried out will be dependent upon the amount of development undertaken in the general area by other land owners who will also construct or contribute to the work.

WATER SUPPLY

Water supply will be initially provided from the existing reticulation in Point Cook Road.

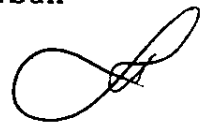
When the capacity of this supply has been reached, a main is to be constructed from Point Cook Road to Sayers Road, approximately along the alignment of the extension of Forsyth Road, south of Skeleton Creek and Dunnings Road.

When this capacity has been reached, a main is to be constructed from Sayers Road to Doherty's Road along the Palmers Road alignment.

SEWER

Part of the Urban Development Land can be serviced by a gravity sewer which will discharge to the existing sewers which serve the Altona Western No. 2 plant.

The remaining area will be serviced by temporary pumping systems, subject to the approval of Melbourne Water, and a deep sewer main which is to be constructed from the Hacketts Road shaft on the Western Trunk Sewer, approximately along the alignment of the Cheetham Creek Catchment, to the Urban Development Land.





Department of Transport and Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS511700W**

The land in PS511700W is affected by 6 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 2 - 6, Lots 1120 - 1474, 1479 - 1506, 1508 - 1520, 1522 - 1534, 1536 - 1613, 1616, 1620, 1624 - 1661, 1662A, 1663A, 1664 - 1675, 1680 - 1723, 1737 - 1942, 1943A, 1944 - 1985, 1987 - 2299, 2801 - 2898, S20, S46.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

SLRS LTD 72 GREG NORMAN DRIVE SANCTUARY LAKES VIC 3030

AM922246Y 08/07/2016

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. PS511700W/S2 04/12/2003

Additional Owners Corporation Information:

NIL

Notations:

Only the members of Owners Corporation 2 are entitled to use Common Property No. 2. Only the members of Owners Corporation 3 are entitled to use Common Property No. 3. Only the members of Owners Corporation 4 are entitled to use Common Property No. 4. Only the members of Owners Corporation 5 are entitled to use Common Property No. 5. Only the members of Owners Corporation 6 are entitled to use Common Property No. 6.

Entitlement and Liability:

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

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



Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS511700W

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1120	100	100
Lot 1121	100	100
Lot 1122	100	100
Lot 1123	100	100
Lot 1124	100	100
Lot 1125	100	100
Lot 1126	100	100
Lot 1127	100	100
Lot 1128	100	100
Lot 1129	100	100
Lot 1130	100	100
Lot 1131	100	100
Lot 1132	100	100
Lot 1133	100	100
Lot 1134	100	100
Lot 1135	100	100
Lot 1136	100	100
Lot 1137	100	100
Lot 1138	100	100
Lot 1139	100	100
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Lot 1142	100	100
Lot 1143	100	100
Lot 1144	100	100
Lot 1145	100	100
Lot 1146	100	100
Lot 1147	100	100
Lot 1148	100	100



Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS511700W

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1149	100	100
Lot 1150	100	100
Lot 1151	100	100
Lot 1152	100	100
Lot 1153	100	100
Lot 1154	100	100
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Lot 1156	100	100
Lot 1157	100	100
Lot 1158	100	100
Lot 1159	100	100
Lot 1160	100	100
Lot 1161	100	100
Lot 1162	100	100
Lot 1163	100	100
Lot 1164	100	100
Lot 1165	100	100
Lot 1166	100	100
Lot 1167	100	100
Lot 1168	100	100
Lot 1169	100	100
Lot 1170	100	100
Lot 1171	100	100
Lot 1172	100	100
Lot 1173	100	100
Lot 1174	100	100
Lot 1175	100	100
Lot 1176	100	100
Lot 1177	100	100



Department of Transport and Planning

Owners Corporation Search Report

Produced: 25/02/2026 05:43:09 PM

OWNERS CORPORATION 1
PLAN NO. PS511700W

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1178	100	100
Lot 1179	100	100
Lot 1180	100	100
Lot 1181	100	100
Lot 1182	100	100
Lot 1183	100	100
Lot 1184	100	100
Lot 1185	100	100
Lot 1186	100	100
Lot 1187	100	100
Lot 1188	100	100
Lot 1189	100	100
Lot 1190	100	100
Lot 1191	100	100
Lot 1192	100	100
Lot 1193	100	100
Lot 1194	100	100
Lot 1195	100	100
Lot 1196	100	100
Lot 1197	100	100
Lot 1198	100	100
Lot 1199	100	100
Lot 1200	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



Department of Transport and Planning

Owners Corporation Search Report

Produced: 25/02/2026 05:43:09 PM

OWNERS CORPORATION 1
PLAN NO. PS511700W

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1207	100	100
Lot 1208	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
Lot 1227	100	100
Lot 1228	100	100
Lot 1229	100	100
Lot 1230	100	100
Lot 1231	100	100
Lot 1232	100	100
Lot 1233	100	100
Lot 1234	100	100
Lot 1235	100	100



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Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
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 1247	100	100
Lot 1248	100	100
Lot 1249	100	100
Lot 1250	100	100
Lot 1251	100	100
Lot 1252	100	100
Lot 1253	100	100
Lot 1254	100	100
Lot 1255	100	100
Lot 1256	100	100
Lot 1257	100	100
Lot 1258	100	100
Lot 1259	100	100
Lot 1260	100	100
Lot 1261	100	100
Lot 1262	100	100
Lot 1263	100	100
Lot 1264	100	100



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OWNERS CORPORATION 1
PLAN NO. PS511700W

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1265	100	100
Lot 1266	100	100
Lot 1267	100	100
Lot 1268	100	100
Lot 1269	100	100
Lot 1270	100	100
Lot 1271	100	100
Lot 1272	100	100
Lot 1273	100	100
Lot 1274	100	100
Lot 1275	100	100
Lot 1276	100	100
Lot 1277	100	100
Lot 1278	100	100
Lot 1279	100	100
Lot 1280	100	100
Lot 1281	100	100
Lot 1282	100	100
Lot 1283	100	100
Lot 1284	100	100
Lot 1285	100	100
Lot 1286	100	100
Lot 1287	100	100
Lot 1288	100	100
Lot 1289	100	100
Lot 1290	100	100
Lot 1291	100	100
Lot 1292	100	100
Lot 1293	100	100



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PLAN NO. PS511700W

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1294	100	100
Lot 1295	100	100
Lot 1296	100	100
Lot 1297	100	100
Lot 1298	100	100
Lot 1299	100	100
Lot 1300	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
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



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PLAN NO. PS511700W

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
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
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



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OWNERS CORPORATION 1
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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
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
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



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1381	100	100
Lot 1382	100	100
Lot 1383	100	100
Lot 1384	100	100
Lot 1385	100	100
Lot 1386	100	100
Lot 1387	100	100
Lot 1388	100	100
Lot 1389	100	100
Lot 1390	100	100
Lot 1391	100	100
Lot 1392	100	100
Lot 1393	100	100
Lot 1394	100	100
Lot 1395	100	100
Lot 1396	100	100
Lot 1397	100	100
Lot 1398	100	100
Lot 1399	100	100
Lot 1400	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



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
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
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



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
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
Lot 1449	100	100
Lot 1450	100	100
Lot 1451	100	100
Lot 1452	100	100
Lot 1453	100	100
Lot 1454	100	100
Lot 1455	100	100
Lot 1456	100	100
Lot 1457	100	100
Lot 1458	100	100
Lot 1459	100	100
Lot 1460	100	100
Lot 1461	100	100
Lot 1462	100	100
Lot 1463	100	100
Lot 1464	100	100
Lot 1465	100	100
Lot 1466	100	100
Lot 1467	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1468	100	100
Lot 1469	100	100
Lot 1470	100	100
Lot 1471	100	100
Lot 1472	100	100
Lot 1473	100	100
Lot 1474	100	100
Lot 1479	100	100
Lot 1480	100	100
Lot 1481	100	100
Lot 1482	100	100
Lot 1483	100	100
Lot 1484	100	100
Lot 1485	100	100
Lot 1486	100	100
Lot 1487	100	100
Lot 1488	100	100
Lot 1489	100	100
Lot 1490	100	100
Lot 1491	100	100
Lot 1492	100	100
Lot 1493	100	100
Lot 1494	100	100
Lot 1495	100	100
Lot 1496	100	100
Lot 1497	100	100
Lot 1498	100	100
Lot 1499	100	100
Lot 1500	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
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 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 1522	100	100
Lot 1523	100	100
Lot 1524	100	100
Lot 1525	100	100
Lot 1526	100	100
Lot 1527	100	100
Lot 1528	100	100
Lot 1529	100	100
Lot 1530	100	100
Lot 1531	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1532	100	100
Lot 1533	100	100
Lot 1534	100	100
Lot 1536	100	100
Lot 1537	100	100
Lot 1538	100	100
Lot 1539	100	100
Lot 1540	100	100
Lot 1541	100	100
Lot 1542	100	100
Lot 1543	100	100
Lot 1544	100	100
Lot 1545	100	100
Lot 1546	100	100
Lot 1547	100	100
Lot 1548	100	100
Lot 1549	100	100
Lot 1550	100	100
Lot 1551	100	100
Lot 1552	100	100
Lot 1553	100	100
Lot 1554	100	100
Lot 1555	100	100
Lot 1556	100	100
Lot 1557	100	100
Lot 1558	100	100
Lot 1559	100	100
Lot 1560	100	100
Lot 1561	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1562	100	100
Lot 1563	100	100
Lot 1564	100	100
Lot 1565	100	100
Lot 1566	100	100
Lot 1567	100	100
Lot 1568	100	100
Lot 1569	100	100
Lot 1570	100	100
Lot 1571	100	100
Lot 1572	100	100
Lot 1573	100	100
Lot 1574	100	100
Lot 1575	100	100
Lot 1576	100	100
Lot 1577	100	100
Lot 1578	100	100
Lot 1579	100	100
Lot 1580	100	100
Lot 1581	100	100
Lot 1582	100	100
Lot 1583	100	100
Lot 1584	100	100
Lot 1585	100	100
Lot 1586	100	100
Lot 1587	100	100
Lot 1588	100	100
Lot 1589	100	100
Lot 1590	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1591	100	100
Lot 1592	100	100
Lot 1593	100	100
Lot 1594	100	100
Lot 1595	100	100
Lot 1596	100	100
Lot 1597	100	100
Lot 1598	100	100
Lot 1599	100	100
Lot 1600	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 1616	100	100
Lot 1620	100	100
Lot 1624	100	100
Lot 1625	100	100
Lot 1626	100	100
Lot 1627	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
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
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



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1657	100	100
Lot 1658	100	100
Lot 1659	100	100
Lot 1660	100	100
Lot 1661	100	100
Lot 1662A	100	100
Lot 1663A	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
Lot 1675	100	100
Lot 1680	100	100
Lot 1681	100	100
Lot 1682	100	100
Lot 1683	100	100
Lot 1684	100	100
Lot 1685	100	100
Lot 1686	100	100
Lot 1687	100	100
Lot 1688	100	100
Lot 1689	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1690	100	100
Lot 1691	100	100
Lot 1692	100	100
Lot 1693	100	100
Lot 1694	100	100
Lot 1695	100	100
Lot 1696	100	100
Lot 1697	100	100
Lot 1698	100	100
Lot 1699	100	100
Lot 1700	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



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1719	100	100
Lot 1720	100	100
Lot 1721	100	100
Lot 1722	100	100
Lot 1723	100	100
Lot 1737	100	100
Lot 1738	100	100
Lot 1739	100	100
Lot 1740	100	100
Lot 1741	100	100
Lot 1742	100	100
Lot 1743	100	100
Lot 1744	100	100
Lot 1745	100	100
Lot 1746	100	100
Lot 1747	100	100
Lot 1748	100	100
Lot 1749	100	100
Lot 1750	100	100
Lot 1751	100	100
Lot 1752	100	100
Lot 1753	100	100
Lot 1754	100	100
Lot 1755	100	100
Lot 1756	100	100
Lot 1757	100	100
Lot 1758	100	100
Lot 1759	100	100
Lot 1760	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1761	100	100
Lot 1762	100	100
Lot 1763	100	100
Lot 1764	100	100
Lot 1765	100	100
Lot 1766	100	100
Lot 1767	100	100
Lot 1768	100	100
Lot 1769	100	100
Lot 1770	100	100
Lot 1771	100	100
Lot 1772	100	100
Lot 1773	100	100
Lot 1774	100	100
Lot 1775	100	100
Lot 1776	100	100
Lot 1777	100	100
Lot 1778	100	100
Lot 1779	100	100
Lot 1780	100	100
Lot 1781	100	100
Lot 1782	100	100
Lot 1783	100	100
Lot 1784	100	100
Lot 1785	100	100
Lot 1786	100	100
Lot 1787	100	100
Lot 1788	100	100
Lot 1789	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1790	100	100
Lot 1791	100	100
Lot 1792	100	100
Lot 1793	100	100
Lot 1794	100	100
Lot 1795	100	100
Lot 1796	100	100
Lot 1797	100	100
Lot 1798	100	100
Lot 1799	100	100
Lot 1800	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
Lot 1816	100	100
Lot 1817	100	100
Lot 1818	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
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
Lot 1845	100	100
Lot 1846	100	100
Lot 1847	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1848	100	100
Lot 1849	100	100
Lot 1850	100	100
Lot 1851	100	100
Lot 1852	100	100
Lot 1853	100	100
Lot 1854	100	100
Lot 1855	100	100
Lot 1856	100	100
Lot 1857	100	100
Lot 1858	100	100
Lot 1859	100	100
Lot 1860	100	100
Lot 1861	100	100
Lot 1862	100	100
Lot 1863	100	100
Lot 1864	100	100
Lot 1865	100	100
Lot 1866	100	100
Lot 1867	100	100
Lot 1868	100	100
Lot 1869	100	100
Lot 1870	100	100
Lot 1871	100	100
Lot 1872	100	100
Lot 1873	100	100
Lot 1874	100	100
Lot 1875	100	100
Lot 1876	100	100



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OWNERS CORPORATION 1
PLAN NO. PS511700W

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1877	100	100
Lot 1878	100	100
Lot 1879	100	100
Lot 1880	100	100
Lot 1881	100	100
Lot 1882	100	100
Lot 1883	100	100
Lot 1884	100	100
Lot 1885	100	100
Lot 1886	100	100
Lot 1887	100	100
Lot 1888	100	100
Lot 1889	100	100
Lot 1890	100	100
Lot 1891	100	100
Lot 1892	100	100
Lot 1893	100	100
Lot 1894	100	100
Lot 1895	100	100
Lot 1896	100	100
Lot 1897	100	100
Lot 1898	100	100
Lot 1899	100	100
Lot 1900	100	100
Lot 1901	100	100
Lot 1902	100	100
Lot 1903	100	100
Lot 1904	100	100
Lot 1905	100	100



Department of Transport and Planning

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OWNERS CORPORATION 1
PLAN NO. PS511700W

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
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
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



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OWNERS CORPORATION 1
PLAN NO. PS511700W

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
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 1943A	100	100
Lot 1944	100	100
Lot 1945	100	100
Lot 1946	100	100
Lot 1947	100	100
Lot 1948	100	100
Lot 1949	100	100
Lot 1950	100	100
Lot 1951	100	100
Lot 1952	100	100
Lot 1953	100	100
Lot 1954	100	100
Lot 1955	100	100
Lot 1956	100	100
Lot 1957	100	100
Lot 1958	100	100
Lot 1959	100	100
Lot 1960	100	100
Lot 1961	100	100
Lot 1962	100	100
Lot 1963	100	100



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OWNERS CORPORATION 1
PLAN NO. PS511700W

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1964	100	100
Lot 1965	100	100
Lot 1966	100	100
Lot 1967	100	100
Lot 1968	100	100
Lot 1969	100	100
Lot 1970	100	100
Lot 1971	100	100
Lot 1972	100	100
Lot 1973	100	100
Lot 1974	100	100
Lot 1975	100	100
Lot 1976	100	100
Lot 1977	100	100
Lot 1978	100	100
Lot 1979	100	100
Lot 1980	100	100
Lot 1981	100	100
Lot 1982	100	100
Lot 1983	100	100
Lot 1984	100	100
Lot 1985	100	100
Lot 1987	100	100
Lot 1988	100	100
Lot 1989	100	100
Lot 1990	100	100
Lot 1991	100	100
Lot 1992	100	100
Lot 1993	100	100



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OWNERS CORPORATION 1
PLAN NO. PS511700W

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1994	100	100
Lot 1995	100	100
Lot 1996	100	100
Lot 1997	100	100
Lot 1998	100	100
Lot 1999	100	100
Lot 2000	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
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



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OWNERS CORPORATION 1
PLAN NO. PS511700W

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
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
Lot 2040	100	100
Lot 2041	100	100
Lot 2042	100	100
Lot 2043	100	100
Lot 2044	100	100
Lot 2045	100	100
Lot 2046	100	100
Lot 2047	100	100
Lot 2048	100	100
Lot 2049	100	100
Lot 2050	100	100
Lot 2051	100	100



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OWNERS CORPORATION 1
PLAN NO. PS511700W

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2052	100	100
Lot 2053	100	100
Lot 2054	100	100
Lot 2055	100	100
Lot 2056	100	100
Lot 2057	100	100
Lot 2058	100	100
Lot 2059	100	100
Lot 2060	100	100
Lot 2061	100	100
Lot 2062	100	100
Lot 2063	100	100
Lot 2064	100	100
Lot 2065	100	100
Lot 2066	100	100
Lot 2067	100	100
Lot 2068	100	100
Lot 2069	100	100
Lot 2070	100	100
Lot 2071	100	100
Lot 2072	100	100
Lot 2073	100	100
Lot 2074	100	100
Lot 2075	100	100
Lot 2076	100	100
Lot 2077	100	100
Lot 2078	100	100
Lot 2079	100	100
Lot 2080	100	100



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OWNERS CORPORATION 1
PLAN NO. PS511700W

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2081	100	100
Lot 2082	100	100
Lot 2083	100	100
Lot 2084	100	100
Lot 2085	100	100
Lot 2086	100	100
Lot 2087	100	100
Lot 2088	100	100
Lot 2089	100	100
Lot 2090	100	100
Lot 2091	100	100
Lot 2092	100	100
Lot 2093	100	100
Lot 2094	100	100
Lot 2095	100	100
Lot 2096	100	100
Lot 2097	100	100
Lot 2098	100	100
Lot 2099	100	100
Lot 2100	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



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OWNERS CORPORATION 1
PLAN NO. PS511700W

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
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
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



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OWNERS CORPORATION 1
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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
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
Lot 2155	100	100
Lot 2156	100	100
Lot 2157	100	100
Lot 2158	100	100
Lot 2159	100	100
Lot 2160	100	100
Lot 2161	100	100
Lot 2162	100	100
Lot 2163	100	100
Lot 2164	100	100
Lot 2165	100	100
Lot 2166	100	100
Lot 2167	100	100



Department of Transport and Planning

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OWNERS CORPORATION 1
PLAN NO. PS511700W

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2168	100	100
Lot 2169	100	100
Lot 2170	100	100
Lot 2171	100	100
Lot 2172	100	100
Lot 2173	100	100
Lot 2174	100	100
Lot 2175	100	100
Lot 2176	100	100
Lot 2177	100	100
Lot 2178	100	100
Lot 2179	100	100
Lot 2180	100	100
Lot 2181	100	100
Lot 2182	100	100
Lot 2183	100	100
Lot 2184	100	100
Lot 2185	100	100
Lot 2186	100	100
Lot 2187	100	100
Lot 2188	100	100
Lot 2189	100	100
Lot 2190	100	100
Lot 2191	100	100
Lot 2192	100	100
Lot 2193	100	100
Lot 2194	100	100
Lot 2195	100	100
Lot 2196	100	100



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OWNERS CORPORATION 1
PLAN NO. PS511700W

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2197	100	100
Lot 2198	100	100
Lot 2199	100	100
Lot 2200	100	100
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



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OWNERS CORPORATION 1
PLAN NO. PS511700W

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2226	100	100
Lot 2227	100	100
Lot 2228	100	100
Lot 2229	100	100
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



Department of Transport and Planning

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OWNERS CORPORATION 1
PLAN NO. PS511700W

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2255	100	100
Lot 2256	100	100
Lot 2257	100	100
Lot 2258	100	100
Lot 2259	100	100
Lot 2260	100	100
Lot 2261	100	100
Lot 2262	100	100
Lot 2263	100	100
Lot 2264	100	100
Lot 2265	100	100
Lot 2266	100	100
Lot 2267	100	100
Lot 2268	100	100
Lot 2269	100	100
Lot 2270	100	100
Lot 2271	100	100
Lot 2272	100	100
Lot 2273	100	100
Lot 2274	100	100
Lot 2275	100	100
Lot 2276	100	100
Lot 2277	100	100
Lot 2278	100	100
Lot 2279	100	100
Lot 2280	100	100
Lot 2281	100	100
Lot 2282	100	100
Lot 2283	100	100



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OWNERS CORPORATION 1
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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2284	100	100
Lot 2285	100	100
Lot 2286	100	100
Lot 2287	100	100
Lot 2288	100	100
Lot 2289	100	100
Lot 2290	100	100
Lot 2291	100	100
Lot 2292	100	100
Lot 2293	100	100
Lot 2294	100	100
Lot 2295	100	100
Lot 2296	100	100
Lot 2297	100	100
Lot 2298	100	100
Lot 2299	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



Department of Transport and Planning

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OWNERS CORPORATION 1
PLAN NO. PS511700W

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2814	100	100
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



Department of Transport and Planning

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OWNERS CORPORATION 1
PLAN NO. PS511700W

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2843	100	100
Lot 2844	100	100
Lot 2845	100	100
Lot 2846	100	100
Lot 2847	100	100
Lot 2848	100	100
Lot 2849	100	100
Lot 2850	100	100
Lot 2851	100	100
Lot 2852	100	100
Lot 2853	100	100
Lot 2854	100	100
Lot 2855	100	100
Lot 2856	100	100
Lot 2857	100	100
Lot 2858	100	100
Lot 2859	100	100
Lot 2860	100	100
Lot 2861	100	100
Lot 2862	100	100
Lot 2863	100	100
Lot 2864	100	100
Lot 2865	100	100
Lot 2866	100	100
Lot 2867	100	100
Lot 2868	100	100
Lot 2869	100	100
Lot 2870	100	100
Lot 2871	100	100



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OWNERS CORPORATION 1
PLAN NO. PS511700W

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2872	100	100
Lot 2873	100	100
Lot 2874	100	100
Lot 2875	100	100
Lot 2876	100	100
Lot 2877	100	100
Lot 2878	100	100
Lot 2879	100	100
Lot 2880	100	100
Lot 2881	100	100
Lot 2882	100	100
Lot 2883	100	100
Lot 2884	100	100
Lot 2885	100	100
Lot 2886	100	100
Lot 2887	100	100
Lot 2888	100	100
Lot 2889	100	100
Lot 2890	100	100
Lot 2891	100	100
Lot 2892	100	100
Lot 2893	100	100
Lot 2894	100	100
Lot 2895	100	100
Lot 2896	100	100
Lot 2897	100	100
Lot 2898	100	100
Lot S20	1	1
Lot S46	1	1



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OWNERS CORPORATION 1
PLAN NO. PS511700W

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Total	124502.00	124502.00

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

Statement End.



Civic Centre
Postal 45 Princes Highway, Werribee, Victoria 3030, Australia
PO Box 197, Werribee, Victoria 3030, Australia

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

ABN: 38 393 903 860

Your Ref: 727724

Our Ref: wLIC01851/26

Date: 27/02/2026

Landata
DX 250639
MELBOURNE VIC

LAND INFORMATION CERTIFICATE
Year Ending :30/06/2026
Assessment No: 141272
Certificate No: wLIC01851/26
All Enquiries and Updates to 1300 023 411

141272

Property Description: V 10852 F 781 L 1517 PS 511700 Deutgam Parish
AVPCC Code: 110 - Detached Home
Property Situated: 10 Sandhill Rise
POINT COOK VIC 3030

Site Value	\$650000	CIV	\$1025000	NAV	\$51250
------------	----------	-----	-----------	-----	---------

The level of valuation is 01/01/2025.

The Date Valuation was adopted for rating purposes is 01/07/2025.

Current Year's Rates		
General DL Rates		\$2271.40
Municipal Charge		\$70.32
Garbage Charge		\$461.80
Additional - Recycle 240L		\$51.65
Additional - Garbage Upgrade		\$73.70
Fire Services Levy		\$313.33
Current Rates Levied	\$3242.20	
Less Other Rebates		(\$240.87)
Less Payments		(\$1501.33)
Balance Outstanding		\$1500.00

TOTAL OUTSTANDING	\$1500.00
--------------------------	------------------

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



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

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

OTHER INFORMATION NOTICES AND ORDERS:

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

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

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

LAND CLEARANCE CHARGES:

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

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

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

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

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

APPLICANT:Landata

RECEIVED THE SUM OF \$30.60 BEING FOR THE FEE FOR THE CERTIFICATE

REFERENCE:wLIC01851/26



Abhinav Mehra/Coordinator Finance Operations

Payment Options



BPAY (Rates payments only)

Bill Code: 76869

Customer Reference Number: 1134124

Online via Credit Card

Visit www.wyndham.vic.gov.au

Rates Payment

Bank Reference Number: 1134124

Land Clearance Charge (if applicable)

See Reference Number above

Cheque Payment

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





LANDATA COUNTER SERVICES
LEVEL 13 697 COLLINS ST
DOCKLANDS VIC 3008

Information Statement Certificate

Reference number

79770335-036-4

Statement number

6504771810

Date of Issue 25 Feb 2026**Total amount**

\$183.77

Total amount to end of June 2026 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 2026 as well as any relevant orders, notices and encumbrances applicable to the property, described hereunder.

Property address 10 SANDHILL RISE, POINT COOK VIC 3030

Property number 0249440000

Lot on Plan 1517\PS511700

Comments

Payment options

Greater Western Water ABN 70 066 902 467

**BPAY**

Billcode: **8789**
Ref: **12864900007**
Go to **bpay.com.au**
@Registered to BPAY
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by phone **13 18 16**, at
postbillpay.com.au, or
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*362 012864900007

Annual Charges

Service charges

	Annual charge FY 2025 - 26	Frequency	Year to date billed amount	Outstanding amount
Residential Water Service Charge	\$224.24	Quarterly	\$168.33	\$0.00
Residential Sewer Service Charge	\$297.98	Quarterly	\$223.69	\$0.00
Parks	\$89.79	Quarterly	\$67.40	\$0.00
Waterways and Drainage	\$125.00	Quarterly	\$93.82	\$20.18
Total annual charges	\$737.01		\$553.24	\$20.18

Other charges and adjustments

Service charges owing for previous financial years	\$0.00
Volumetric charges owing to 16/01/2026	-\$20.18 CR
Adjustments	\$0.00
Total charges and adjustment	\$0.00

Outstanding charges

Current balance	\$0.00
Plus remainder service charges to be billed	\$183.77
Total charges	\$183.77

Volumetric Charges

Please note the water meter on this property was last read on 16/01/2026. The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 16/01/2026 to the settlement date. Based on the water consumption from the last bill for this property, the average daily cost of volumetric charges is as follows: Usage \$1.22 per day

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.

LOT(S)..ON PS 511700W - MELB. WATER FILES 86952 & 90119.

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground / open drain, this property could be affected by overland flows. Please contact Melbourne Water's Waterways Group for information available to Melbourne Water on the effect of overland flows on this property. Please call Melbourne Water on 9679-7517.

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.

Authorised Officer,

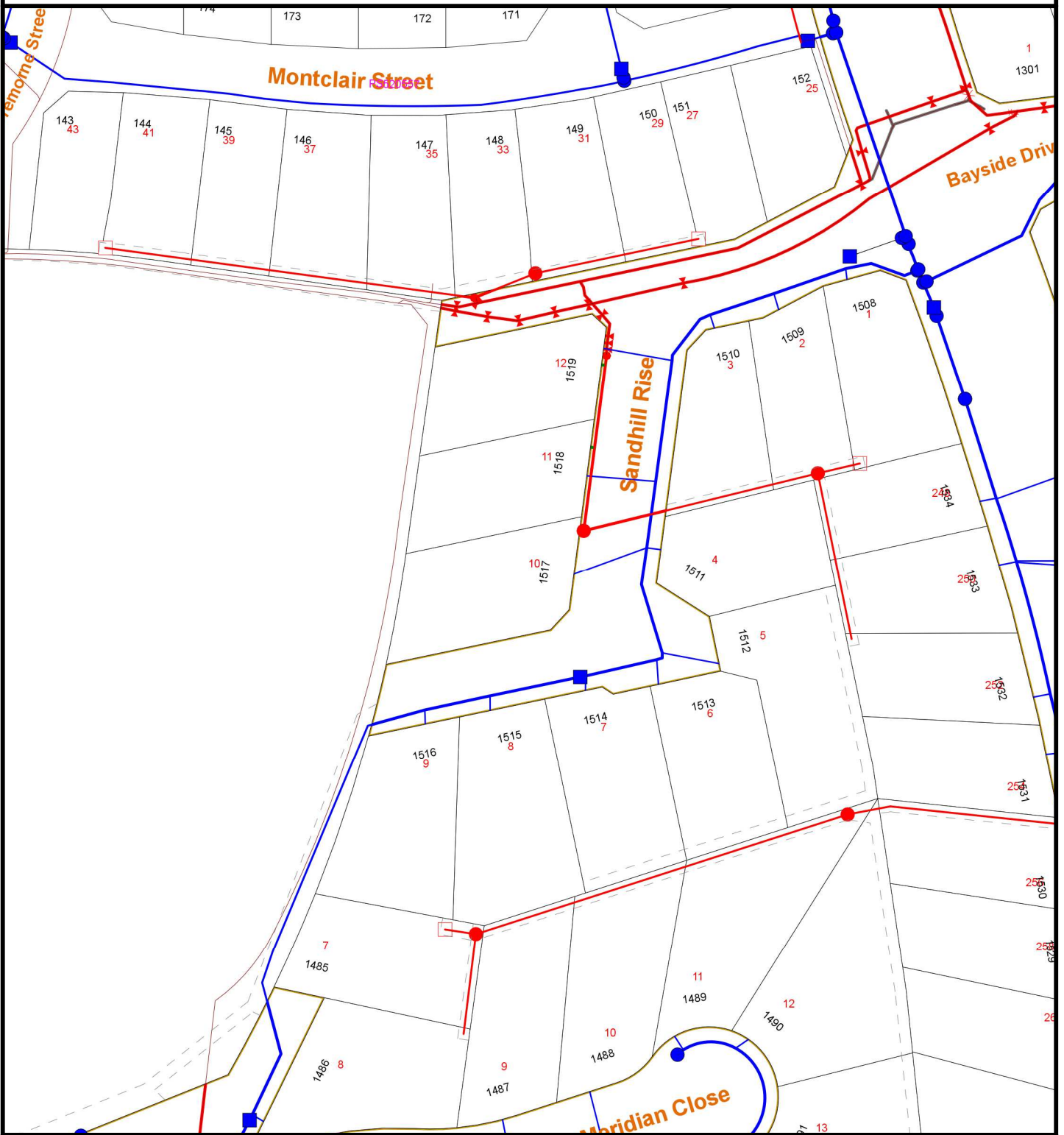


Terence Alvares

General Manager, Customer Experience

INFORMATION STATEMENT PLOT

Address : **10 SANDHILL RISE POINT COOK VIC 3030**
 Reference : **PID000449420**



Scale 1:1000
 Printed on : 25/02/2026

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



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

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



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

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

Property Clearance Certificate

Land Tax



INFOTRACK / SETTLED LAW PTY LTD

Your Reference: 26-162440

Certificate No: 97907130

Issue Date: 25 FEB 2026

Enquiries: ESYSPROD

Land Address: 10 SANDHILL RISE POINT COOK VIC 3030

Land Id	Lot	Plan	Volume	Folio	Tax Payable
33021663	1517	511700	10852	781	\$0.00

Vendor: JAYDEEPSINH MAKWANA & JAYSTINA DHIMAR

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR JAYDEEPSINH JASHVANTKUMAR M	2026	\$650,000	\$0.00	\$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV): \$1,025,000

SITE VALUE (SV): \$650,000

**CURRENT LAND TAX AND
VACANT RESIDENTIAL LAND TAX
CHARGE:** \$0.00

Notes to Certificate - Land Tax

Certificate No: 97907130

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 = \$2,550.00

Taxable Value = \$650,000

Calculated as \$2,250 plus (\$650,000 - \$600,000) multiplied by 0.600 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$10,250.00

Taxable Value = \$1,025,000

Calculated as \$1,025,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Biller Code: 5249
Ref: 97907130

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: 97907130

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 / SETTLED LAW PTY LTD

Your Reference: 26-162440

Certificate No: 97907130

Issue Date: 25 FEB 2026

Enquires: ESYSPROD

Land Address: 10 SANDHILL RISE POINT COOK VIC 3030

Land Id	Lot	Plan	Volume	Folio	Tax Payable
33021663	1517	511700	10852	781	\$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: \$1,025,000

SITE VALUE: \$650,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 97907130

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 / SETTLED LAW PTY LTD

Your Reference: 26-162440

Certificate No: 97907130

Issue Date: 25 FEB 2026

Land Address: 10 SANDHILL RISE POINT COOK VIC 3030

Lot	Plan	Volume	Folio
1517	511700	10852	781

Vendor: JAYDEEPSINH MAKWANA & JAYSTINA DHIMAR

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

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 97907130

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

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 97907133</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 97907133</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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OWNERS CORPORATION CERTIFICATE

s.151 Owners Corporation Act 2006 and r.14 Owners Corporations Regulations 2018

Owners Corporation 1

Address: Sanctuary Lakes Resort Services Limited. 72 Greg Norman Drive, Sanctuary Lakes Vic 3030.

This certificate is issued for Lot 1517 on Plan of Subdivision No 511700W.

Lot address is 10 Sandhill Rise, SANCTUARY LAKES VIC 3030.

Vendor Mr Jaydeepsinh Jashvantkumar Makwana & Mrs Jaystina Jitendra Dhimar.

Your Ref Client Ref: 26-162440 - 1517/511700W.

Applicant for the certificate is InfoTrack on behalf of Settled Law Pty Ltd.

Address for delivery of certificate is ownerscorp@infotrack.com.au

Date that the application was received on 26/02/2026

IMPORTANT:

The information in this certificate is issued on 4/03/2026.

You can inspect the Owners Corporations register for additional information, and you should obtain a new certificate for current information prior to settlement.

1.	The current annual fees for the lot are: <i>(amounts below are inclusive of GST)</i>
	\$2,926.00 for the period 1 st July 2025 – 30 th June 2026 The above fee is made up of: a) Owners Corporation Fee – Service Fee \$2,926.00
2.	The date to which the fees for the lot have been paid up to is:
	30 th June 2025.
3.	The total of any unpaid annual fees or charges for the lot are: <i>(amounts below are inclusive of GST)</i>
	\$1,205.40 which includes: 2025/26 Owners Corporation Fee – Service Fee \$1,170.00 Bank Dishonour Fee - \$35.00

Sanctuary Lakes Resort Services Limited

ABN: 32 092 610 449

Address: 72 Greg Norman Drive, Sanctuary Lakes VIC 3030 Postal: PO Box 7229, Point Cook VIC 3030

Telephone: [\(03\) 9394 9400](tel:0393949400) E-mail: ocmanager@sanctuarylakes.com.au Website: www.sanctuarylakesresort.com.au

4.	The special fees or levies which have been struck, and the dates on which they were struck and are unpaid:
	None.
5.	The total of all unpaid fees, levies and/or charges as at 4/03/2026 is:
	<p>\$1,205.40 Incl GST</p> <p>To ensure you have the correct balance at settlement, you must request a balance update in writing at least 48 hours prior to settlement via email to occertificate@sanctuarylakes.com.au. This will ensure the correct balance including any additional interest or amounts owing is paid at settlement, as required.</p>
6.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included above annual fees, maintenance fund and special fees are:
	At the date of issuing the certificate no such repairs, maintenance or other work has been performed or is known to be about to be performed.
7.	The owners corporation has the following insurance cover:
	<p>i. SLRS Ltd ‘Umbrella’ Insurance Policies</p> <p>NOTED that SLRS Ltd takes out the following cover for all owners corporations at Sanctuary Lakes, in addition to any individual owners corporations’ Residential Strata policies. This coverage extends to all owners corporation volunteers/committee members and SLRS Ltd authorised representatives:</p> <p><u>Personal Accident (Voluntary Workers) Insurance</u></p> <p>Insurer Accident & Health International Underwriting Policy No. 5539535 Period 31/05/25 to 31/05/26</p> <p><u>Broadform Liability Insurance</u></p> <p>Insurer Chubb Insurance Australia Limited Policy No. GL000585 Period 31/05/25 to 31/05/26</p> <p>Note Owners Corporation No. 1 has no common property and as such has not taken out any public liability or building replacement and reinstatement insurance.</p> <p>Private dwellings/homes and any associated structures within each Lot do not form part of common property, and as such Members of OC1 only, are required to take out their own building replacement and reinstatement insurance cover. Owners whose Lot is also a Member of a limited OC must however refer to insurance details specific to the limited OC’s AGM.</p> <p>Owner-occupiers should note that it is their own responsibility to arrange cover for contents within their own Lot and that landlords should consider taking out landlord’s contents cover, plus loss of rent for tenants. All owners should also consider public</p>

	<p>liability cover for events occurring within your Lot. SLRS recommends you seek advice from your preferred insurance broker.</p> <p>Note <u>Smoke alarms</u></p> <p>Since 01 February 1999, self-contained smoke alarms complying with Australian Standard 3786-1993 must be installed in all residential buildings, including homes, units, flats and townhouses.</p> <p>It is the legal responsibility of owners and landlords to install smoke alarms.</p> <p>In all new residential buildings constructed on or after 01 August 1997, the smoke alarms must be connected directly to the consumer power mains, as well as having a battery back-up.</p> <p>Residential buildings constructed before 01 August 1997 can be fitted with a battery-powered smoke alarm.</p> <p>It is the owner's responsibility to ensure smoke alarms are installed and kept in working condition, however a tenant can act to ensure compliance with the regulations.</p> <p>Note Members may obtain a copy of the insurance policy upon written request to the Manager. Members may obtain a Product Disclosure Statement and Financial Services Guide upon written request to the Manager.</p>
8.	Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution:
	No, however all members must obtain their own building reinstatement and replacement insurance cover for all buildings contained on their Lot.
9.	The total funds held by the owners corporation:
	The funds raised in accordance with the provision of Services referred to in item 12 below are passed on to SLRS Ltd pursuant to the agreement between the Owners Corporation and SLRS Ltd.
10.	Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, then provide details:
	The Owners Corporation may resolve to strike administrative and management costs against any owner in debt to the Owners Corporation in order to recover outstanding fees.
11.	Are there any current contracts, leases, licences or agreements affecting the common property? If so, then provide details:
	Nil.
12.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details:
	The Owners Corporation has entered into an Agreement with Sanctuary Lakes Resort Services Limited (SLRS) for the Management and provision of services to members and occupiers of lots within the Owners Corporation.

	<p>The Owners Corporation ‘Service Fee’ is a contractual obligation of the Owners Corporation to the Manager for the provision of, but not limited to, the following services:</p> <ul style="list-style-type: none"> a) Security - 24/7 Private Security linked to a central monitoring station manned 24 hours a day. This also includes 24-hour patrol by on-site security guards. b) Lake Maintenance – includes cutting of sea grass, water testing, algae and rubbish collection. c) Recreation – access to pool, gym, tennis courts, etc. d) Resort (or Garden) maintenance– this includes all garden beds, trees and parks on Council land plus irrigation and maintenance of the main boulevard. e) OC Administration – phone enquiries, running OC AGMs, producing OC Certificates, providing OC advice, debt collection, attending VCAT where necessary, accounting and accounts enquiries, insurance, maintenance, payment of contractors for above services and maintenance of OC Records. f) OC Compliance – oversee the adherence of the Owners Corporation Rules as well as the Act, administer the asset bond process. g) Recycled Water – This enables the parks and reserves and main boulevard within Sanctuary Lakes to be watered. Rectification of irrigation lines unused for some time and restoration of turf is ongoing to take advantage of this. <p>For your information, the financial accounts of the Manager can be located on our website, www.sanctuarylakesresort.com.au – the Manager holds reserves for the benefit of all of the Sanctuary Lakes Owners Corporations.</p>
13.	Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied? If so, then provide details:
	No.
14.	Are there any legal proceedings to which the Owners Corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, then provide details:
	No.
15.	Has the Owners Corporation appointed or resolved to appoint a manager? If so, then provide details:
	<p>A manager is appointed.</p> <p>Sanctuary Lakes Resort Services Limited (SLRS) (Registration #000627) 72 Greg Norman Drive, Sanctuary Lakes VIC 3030</p> <p><u>Email contacts</u> OC Certificates - occertificate@sanctuarylakes.com.au Asset Bonds - assetbond@sanctuarylakes.com.au Management - ocmanager@sanctuarylakes.com.au</p>
16.	Has an administrator has been appointed for the Owners Corporation, or has been a proposal for the appointment of an administrator?



	No.
17.	Documents required to be attached to the Owners Corporation certificate are:
	<ul style="list-style-type: none"> a) A copy of the most recent Annual General Meeting Minutes containing all resolutions. b) A copy of the Owners Corporation Model Rules. c) A copy of the consolidated rules registered at Land Victoria "Sanctuary Lakes Resort Code". d) A copy of the Sanctuary Lakes Resort Homeowner Building Code, April 2011 (the Code). e) A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners".
18.	Non-Compliance Issues/Outstanding Works:
	<p>Alarm System Compliance Status</p> <p>The Residence's Alarm is ONLINE and reporting to the Monitoring Station.</p> <p>Sanctuary Lakes Homeowner Building Code</p> <p>Sanctuary Lakes Resort Services has a voluntary Homeowner Building Code to help guide residents towards consistent outward appearance and quality of amenity within the Sanctuary Lakes Resort. While the Sanctuary Lakes Homeowner Building Code serves as a guideline, its essential to meet Wyndham City Council building guidelines and requirements, which take precedence.</p>
19.	<p>Note:</p> <ul style="list-style-type: none"> a) Balance Updates for Owners Corporation fees, charges and interest will be provided at no additional charge within 60 days of issue of this certificate. All requests must be in writing and allow up to one clear business day for a response. <p>SLRS recommends your written request via email to occertificate@sanctuarylakes.com.au for a Balance Update immediately prior to settlement for an up-to-date Statement.</p> <ul style="list-style-type: none"> b) More information can be obtained by an inspection of the Owners Corporation register. Please make your request to inspect the owners corporation register in writing to the details provided in item 14 above. c) An owner Change of Details Form has been attached. It would be appreciated that the purchaser completes this form and send to ocmanager@sanctuarylakes.com.au as soon as possible after the change in ownership. This form should be sent in conjunction with the Notice of Acquisition.

This Owners Corporation Certificate was prepared by:

Jeremy Evans

as delegate of the Manager

Sanctuary Lakes Resort Services Limited - ACN 092 610 449

72 Greg Norman Drive, Sanctuary Lakes Vic 3030

Sanctuary Lakes Resort Services Limited

ABN: 32 092 610 449

Address: 72 Greg Norman Drive, Sanctuary Lakes VIC 3030 Postal: PO Box 7229, Point Cook VIC 3030

Telephone: [\(03\) 9394 9400](tel:0393949400) E-mail: ocmanager@sanctuarylakes.com.au Website: www.sanctuarylakesresort.com.au



NOTICE OF INTERIM RESOLUTIONS

Date of notice	Thursday 16 October 2025
----------------	--------------------------

FROM: THE OWNERS CORPORATION

OC name	Owners Corporation 1
Plan number	PS511700W OC1 (Stage Super)

TO: THE LOT OWNER (MEMBER)

ATTACHED ARE THE MINUTES OF THE ANNUAL GENERAL MEETING HELD:

Date	Saturday 04 October 2025
Time	10:00 am
Venue	SLRS Community Administration Office 72 Greg Norman Drive, SANCTUARY LAKES VIC 3030

NOTICE OF INTERIM RESOLUTIONS

As there was no quorum, then all decision at the meeting are interim decisions.

These interim decisions will become decisions of the owners corporation if no petition (from lot owners representing at least 25% of the total lot entitlements) is received within 29-days of the interim decision or if the decisions are confirmed at a later meeting.

WHAT YOU MUST DO

If you disagree with the result of the interim decisions, you must petition the manager to call another meeting within 28 days of the meeting.

YOU CAN CONTACT THE MANAGER:

Name	Sally McKenna
Position	General Manager, Sanctuary Lakes Resort Services Ltd ("SLRS", the 'Manager')
Address	72 Greg Norman Drive, SANCTUARY LAKES VIC 3030
Email	ocmanager@sanctuarylakes.com.au
Phone	03 9394 9400

Sanctuary Lakes Resort Services Limited

ABN: 32 092 610 449

Address: 72 Greg Norman Drive, Sanctuary Lakes VIC 3030 Postal: PO Box 7229, Point Cook VIC 3030

Telephone: (03) 9394 9400 E-mail: ocmanager@sanctuarylakes.com.au Website: www.sanctuarylakesresort.com.au

OWNERS CORPORATION PS511700W OC1 (Stage Super) – a tier 1 OC
ANNUAL GENERAL MEETING – 04 OCTOBER 2025
MINUTES



MEETING INFORMATION

Date: Saturday 04 October 2025
Time: 10:00 am
Venue: **SLRS Community Administration Office**
72 Greg Norman Drive, SANCTUARY LAKES VIC 3030

Notes

- This was an annual general meeting (“AGM”) for Owners Corporation 1 of plan of subdivision PS511700W (the “OC”), known as **Super OC**, a tier 1 OC.
- The AGM considered the financial statements for the year ending 30 June 2025.
- The AGM considered budgets for the 2025/26 financial year.
- Lot Owners are shown as **Members**.
- Non-Member residents, such as Tenants/Renters, are shown as **Occupants**.
- The **Manager** is the OC Manager, Sanctuary Lakes Resort Services Limited (“SLRS”), so appointed with delegations for functions and powers as per the Contract of Appointment (“CoA”).
- The OC is a Member of SLRS.
- The OCs under SLRS’ management form part of the Sanctuary Lakes Resort (“SLR”) development.
- **The Act** is the Owners Corporations Act 2006.
- **The Regulations** is the Owners Corporations Regulations 2018.

ITEM

1. Commencement of meeting and confirmation of the meeting chair and minute taker

RESOLVED that Garry Theobald chairs the meeting.

RESOLVED that Garry Theobald prepares the minutes.

2. Registration of attendance & quorum

NOTED that a quorum was not achieved.

As such, all resolutions are interim. In accordance with the Owners Corporations Act 2006, notice of all interim resolutions and the minutes of the meeting at which the interim resolutions are made must be forwarded to all lot owners within 14 days of the meeting. Interim resolutions become decisions of the Owners Corporation 29 days from the date of the interim resolution, unless notice of a special general meeting is given within that 29-day period.

Legend

- All nominated Proxy recipients/Representatives were in attendance.
- Proxies provided to recipients who did not attend are not shown.
- * Lot is ineligible to vote on ordinary resolutions or represent on the committee.

Lot	Present in person / Proxy / Apology	Proxy to / Represented by
1152	Katarina Nave	
1350	Rajiv Gossain	
1363	Jeffrey Page	
1367	Lisa Hopkinson	Mandy Gallagher
1462	Surjeet Dhanji	

Sanctuary Lakes Resort Services Limited

ABN: 32 092 610 449

Address: 72 Greg Norman Drive, Sanctuary Lakes VIC 3030 **Postal:** PO Box 7229, Point Cook VIC 3030

Telephone: (03) 9394 9400 **E-mail:** ocmanager@sanctuarylakes.com.au **Website:** www.sanctuarylakesresort.com.au

1659	Laurence McDonald	
1718	Cynthia Owen	
1757	Irina Gorfunkel	Lev Gorfunkel
1845	Mandy & Simon Gallagher	
2076	Mandy & Simon Gallagher	
2208	Wendy Calder	Mandy Gallagher
2254	Adrian & Elizabeth Greaves	Sally McKenna

Present: Non-Voting (unless as proxy)

Sally McKenna, General Manager - Sanctuary Lakes Resort Services Ltd ("SLRS", the 'Manager')

Audrey Tham, OC Manager - SLRS

Jessica Van Heurck, Assistant OC Manager - SLRS

Garry Theobald - SLRS

Theo Krug, Chairperson - SLRS

3. Standing orders

RESOLVED that the OC adopts the Standing orders for the duration of the AGM.

4. Previous minutes

RESOLVED that the OC confirms and adopts the minutes of the previous AGM dated Saturday 16 November 2024.

5. Reports

(a) Committee

RESOLVED that the OC receives the report of activities of the committee.

(b) Manager

RESOLVED that the OC receives the report of activities of the Manager including details of professional indemnity insurance held.

(c) Maintenance plan

RESOLVED that the OC does not adopt a maintenance plan as it does not own any major capital items in line with Section 37(2) of the Act.

(d) Complaints

NOTED that there were no complaints made under Division 1 of Part 10 of the Act.

(e) Audit

(i) Report

RESOLVED that the OC receives the Auditor's report on the financial statements for the year ended 30 June 2025.

(ii) **Appointment**

RESOLVED that the OC delegates to the Manager the power to appoint an auditor, if required by the Act, to audit the financial statements for the year ending 30 June 2026.

(f) **Penalty interest**

NOTED that the Manager has addressed any enquiries on the waiver of penalty interest on arrears payable, directly with Lot owners, in accordance with previous delegations made.

6. Essential safety measures and Health & safety

(a) **Essential safety measures (“ESMs”)**

NOTED that there are no Class 4 buildings on common property hence there is no requirement for an essential safety measures report.

The OC is only responsible for the servicing and maintenance of ESMs, such as smoke detectors, fire hydrants, hose reels, sprinklers, located within common property.

Any ESMs located within private Lots/homes are the duty and responsibility of the relevant Lot owner to service and maintain except when otherwise advised by the OC. If you are unsure, please check with the Manager.

(b) **Health & Safety**

NOTED that the OC did not resolve to engage a consultant to prepare an OHS report.

Note Whilst most roads, nature strips and parks/reserves within SLR are Council Reserve, hence the responsibility of Wyndham City Council, SLRS does engage an independent Health & Safety consultant who attends site meetings on a regular basis.

SLRS also leads an internal Health & Safety committee comprising representatives from Management, Administration, Resort Maintenance, Lake Maintenance, the Recreation Centre, and Security who also meet on a regular basis.

These measures fall within SLRS’ strategy to oversee the safety of workers, residents, and the public.

Should it come to their attention, lot owners or their tenants are advised to immediately inform the office of any Health & Safety issues.

7. Consideration of financial matters

(a) **Annual financial statements**

RESOLVED that the OC receives and adopts the financial statements for the year ended 30 June 2025.

(b) **Budget(s) and Fees**

RESOLVED that:

Administration Fund

- (i) the OC ratifies the Owners Corporation Fee at \$2,926.00 per Lot for the period of 12-months commencing 01 July 2025; total budget equals \$3,314,360.00 plus GST – payable by equal fee per Lot in the OC.

Payment of Fees

- (ii) the Fees are to be paid annually in advance or by approved direct debit as proposed by SLRS; and that the approved budgets, thus fees, will remain in place until the next AGM unless a Special General Meeting is convened earlier and new budgets adopted, or the committee/SLRS passes budgets on an interim basis to later be ratified at the AGM.

(c) Interim budgets and Fees

RESOLVED that the OC delegates to the committee/SLRS the power to consider and pass, on an interim basis, the budgets for each financial year for the OC prior to the commencement of the financial year and the OC's AGM.

(d) Details of Insurance and insurance valuation

(i) SLRS 'Umbrella' insurance policies

NOTED that SLRS takes out the following cover for all OCs at SLR, in addition to the individual OC Residential Strata policies. This coverage extends to all OC volunteers/committee members and SLRS Authorised Representatives:

Voluntary Workers Group Personal Accident

Insurer	AHI
Policy No.	5539535
Period	31/05/25 to 31/05/26

General Public and Products Liability

Insurer	Chubb
Policy No.	GL000585
Period	31/05/25 to 31/05/26

Note OC1 has no insurable common property and as such has not taken out any public liability or building replacement and reinstatement insurance.

Private dwellings/homes and any associated structures within each Lot do not form part of common property, and as such owners are required to take out their own building replacement and reinstatement insurance cover.

Note Section 54 of the Act confirms that the OC effects insurance on the building and public liability within the common areas only. Cover does not extend to the inside of a member's lot (or car park lots) including privately owned fixtures and fittings (eg, carpets, drapes, light fittings, temporary floors, wall coverings etc) and public liability within a lot. It is therefore important that members organise their own insurance whether it be Personal Contents of Landlord's Insurance (if renting out the unit). All owners should also consider public liability cover for events occurring within your Lot. SLRS recommends you seek advice from your preferred insurance broker.

Note Smoke alarms

Since 01 February 1999, self-contained smoke alarms complying with Australian Standard 3786-1993 must be installed in all residential buildings, including homes, units, flats, and townhouses.

It is the legal responsibility of owners and landlords to install smoke alarms.

Sanctuary Lakes Resort Services Limited

ABN: 32 092 610 449

In all new residential buildings constructed on or after 01 August 1997, the smoke alarms must be connected directly to the consumer power mains, as well as having a battery back-up.

Residential buildings constructed before 01 August 1997 can be fitted with a battery-powered smoke alarm.

It is the owner's responsibility to ensure smoke alarms are installed and kept in working condition, however a tenant can act to ensure compliance with the regulations.

Note Members may obtain a copy of the insurance policy upon written request to the Manager.

Members may obtain a Product Disclosure Statement and Financial Services Guide upon written request to the Manager.

Note SLRS does not take commission for the placement of insurances.

(e) Enforcement of the OC Rules, the Act/Regulations, including the recovery of money owed

RESOLVED that:

Victorian Civil and Administrative Tribunal ("VCAT") and Magistrates Court proceedings

- (i) the OC be authorised to take all necessary steps for the enforcement of its Rules, as well as the Act/Regulations, to include the recovery of outstanding fees, levies, charges, and other monies due by any Member, and ratifies all steps taken to date including the issuing of Final Fee Notices and proceedings for recovery of outstanding fees in the VCAT and/or the Magistrates' Court of Victoria.

Penalty interest

- (ii) the OC charge interest on any amount payable by a Member to the OC that is still outstanding after the due date for payment, pursuant to Section 29 (1) of the Act, and that the rate of interest charged will not exceed the maximum rate of interest payable by the Penalty Interest Rates Act 1983 and will accrue daily.
- (iii) the OC delegates to the Manager the power to grant a waiver of the payment of penalty interest when deemed appropriate, and only upon full settlement of outstanding fees, levies, charges, and other monies due, pursuant to section 29 (3) of the Act.

Recovery of costs

- (iv) the OC authorises all costs incurred by it, and/or the Manager as its Agent, in relation to any proceedings for the enforcement of its Rules, as well as for the enforcement of the Act/Regulations, to include the recovery of monies owed from any Member, to be recovered from the Member/s in default.

Appointment of legal advisors for legal proceedings including the enforcement of rules as well as for debt recovery

- (v) the OC delegates to the Manager the power to appoint third party professional advocates and/or legal advisers when deemed necessary to assist with the enforcement of its Rules, as well as for the enforcement of the Act/Regulations, to include the recovery of monies owed, against any Member of the OC, in the VCAT and/or the Magistrates' Court of Victoria.

OWNERS CORPORATION PS511700W OC1 (Stage Super) – a tier 1 OC
ANNUAL GENERAL MEETING – 04 OCTOBER 2025
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8. SLRS Authorised Representative

RESOLVED that the OC elects Chris Chambers (as proxy) as the Authorised Representative to SLRS and approves the representative's delegation of functions and powers.

9. Committee / Office Bearers

(a) Set committee number and election of committee

NOTED that the OC did not resolve to increase the maximum number of members to the committee above seven.

(b) Election of committee

RESOLVED that the OC appoints the following nominations to elect a committee:

Lot	Name
1324	Chris Chambers (as proxy)
1350	Rajiv Gossain
1367	Lisa Hopkinson
1538	Nirav Patel (as proxy)
1845	Mandy Gallagher

(c) Appointment of chairperson

NOTED that the committee will appoint a chairperson.

(d) Appointment of secretary

NOTED that the committee will appoint a secretary.

(e) Delegation of Functions & Powers

RESOLVED that the OC delegates to the committee all functions and powers in accordance with section 11 of the Act.

10. Dispute resolution

RESOLVED that the OC delegates to the committee the power to act as the Grievance committee, in accordance with Part 10 of the Act.

11. Reappointment of Manager

RESOLVED that:

- (a)** the Owners Corporation ("OC") 1 PS511700W extend the engagement of Sanctuary Lakes Resort Services Limited (ABN 32 092 610 449) ("SLRS") as the Owners Corporation Manager (the 'Manager') for a 1-year term to begin 01 January 2026; and
- (b)** two (2) persons who are owners (or a director of a corporation that is a lot owner) of separate lots and are members of the OC execute the Contract of Appointment ("CoA") on behalf of the OC; and

Sanctuary Lakes Resort Services Limited

ABN: 32 092 610 449

Address: 72 Greg Norman Drive, Sanctuary Lakes VIC 3030 Postal: PO Box 7229, Point Cook VIC 3030

Telephone: (03) 9394 9400 E-mail: ocmanager@sanctuarylakes.com.au Website: www.sanctuarylakesresort.com.au

OWNERS CORPORATION PS511700W OC1 (Stage Super) – a tier 1 OC
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- (c) the OC and the committee delegate to the Manager all the powers and functions of the OC (other than a power or function that requires a unanimous resolution or a special resolution or this power of delegation) that are necessary to enable the Manager to perform its duties under the Appointment; and
- (d) the OC appoint a representative and alternative representative for the purposes of the Appointment; and
- (e) the OC confirms the following Address for service of notices: and
Sanctuary Lakes Resort Services
72 Greg Norman Drive
SANCTUARY LAKES VIC 3030
- (f) the OC delegates the Manager to nominate an employee as the Public Officer: and
- (g) the OC authorises the Manager to open and operate bank accounts in the name of the OC to carry out its functions pursuant to the Act.

12. Other business

Nil.

MEETING CLOSED 11:25 AM

Sanctuary Lakes Resort Services Limited

ABN: 32 092 610 449

Address: 72 Greg Norman Drive, Sanctuary Lakes VIC 3030 **Postal:** PO Box 7229, Point Cook VIC 3030

Telephone: [\(03\) 9394 9400](tel:0393949400) **E-mail:** ocmanager@sanctuarylakes.com.au **Website:** www.sanctuarylakesresort.com.au

Lot Owner Change of Details Form

To ensure our records are correct, please complete and return to Sanctuary Lakes Resort Services Ltd.
The Owners Corporation requires notification of any changes to these details at all times.

PLEASE PRINT CLEARLY

Property Type Owner Occupied Rental Vacant Land

Property name / Plan of Subdivision # _____

Lot Number _____ Lot Address _____

SECTION A **Lot ownership and physical Australian address for service of notices**
Must NOT be a PO Box

Lot owner name(s) _____

As it appears on Title

Street Address _____

City _____ State _____ Post Code _____

Phone _____ Mobile _____

Email(s) _____

SECTION B **Alternate mailing address**
MAY be a PO Box, but only if section A is also completed

Postal Address _____

City _____ State _____ Post Code _____

* All non-electronic correspondence will be delivered to the physical Australian address in Section A unless you nominate your alternate address in Section B by ticking this box:

SECTION C **If the property is tenanted, please also provide the managing/property agent's details**

Contact _____

Postal Address _____

City _____ State _____ Post Code _____

Phone _____ Mobile _____

Email _____

** All non-electronic correspondence will be delivered to the physical Australian address in Section A unless you nominate your licensed managing/property agent in Section C by ticking this box:



Clear Form

Where possible we send all Owners Corporation documentation electronically. If you would prefer to receive hard copies of these documents via post instead, please tick the relevant box below:

I / We request that Fee Notices and reminders be sent via the mailing address provided to the Owners Corporation

Yes

I / We request that, where possible, all correspondence be sent via the mailing address provided to the Owners Corporation

Yes

Important information

Lot owners are required to notify the Owners Corporation within 7 days of any changes to any contact details. A failure to provide up to date contact details may result on a lot owner being unable to receive all communications from the Owners Corporation.

If you elected to receive correspondence via post, the Owners Corporation / Manager may elect from time-to-time to send documents electronically for service rather than send via post.

All owners of the lot must sign below:

Signature _____ Date ___ / ___ / _____
Owner 1

Signature _____ Date ___ / ___ / _____
Owner 2 (if applicable)

Signature _____ Date ___ / ___ / _____
Owner 3 (if applicable)

Please Note

Registered address for service of notices

Each lot owner must supply a physical Australian address. This should be recorded in Section A.

* If you prefer to have your mail sent to a PO Box, this address must be recorded in **Section B** and you must tick the associated box. If you select this option you must also supply a physical Australian address for the owners corporation records and record that in **Section A**.

** **Care of** addresses will not be accepted, unless it is a licensed managing/property agent and recorded in **Section C** and tick the box.



HOMEOWNER BUILDING CODE

Schedule 2



APRIL 2011



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1.0 PREFACE

1.1 Purpose of this Review

The Sanctuary Lakes Homeowners' Building Code (The Code) is reviewed from time to time to ensure that the development is kept up to date with changes, to protect and to enhance the values of the properties in the estate. The objective is also to clarify some of the requirements and to further expand on some issues to avoid misinterpretations and uncertainties.

The revised Code is designed to facilitate residential development which is respectful of neighbourhood character and seeks to minimise off-site impacts and maximise on-site residential amenity.

1.2 Objective of the Code

The purpose of the Code is to meet two fundamental objectives for the benefit of the complete development and the individual allotments:

- To ensure that the development represents contemporary Australian architecture and sits comfortably within the surrounding built environment; and
- To ensure that an attractive residential environment is achieved for all residents within the completed development, both now and in the future.

2.0 INTRODUCTION

This is an explanatory document setting out the Code for undertaking development within Sanctuary Lakes Resort. Sanctuary Lakes Resort is a diverse and unique Residential Development, incorporating an 18 hole Greg Norman designed Golf Course and stylish Clubhouse, Recreation Club with tennis courts, pool, spa, sauna, gymnasium facilities, along with the proposed Village Precinct.

There are a diverse range of allotments to select from within the estate, to cater for your individual needs and requirements, and they are as per the following:

- Standard allotments;
- Boulevard allotments;
- Golf course allotments;
- Reserve allotments;
- Lake frontage allotments; and
- Townhouse allotments (300-450 sm).

Within each of the allotment types, there are specific requirements which require your consideration in addition to this general code. (Please refer to each individual allotment siting requirements.)

The Developer of the estate is committed to the creation of a quality residential development offering a unique lifestyle. To achieve these objectives, the Developer has prepared a set of design guidelines for each allotment, specific to particular stages and locations within the development.

Before you sign a building contract, as the owner, you are responsible for supplying a copy of the Code to your prospective builder, to enable the builder to fully understand the requirements contained within. It is recommended that prior to signing a building contract you undertake a preliminary design assessment of the lot and submit to the Architectural Review Committee (ARC).

The Code sets out the procedures and requirements for the design of your home, along with other requirements such as landscape works and fencing.

You will require specific approval for three main items:

- Building design plans;
- External materials and colours; and
- Landscaping which includes driveway, crossover, letterbox, paving and boundary fencing, where applicable.

The quality of residential design being prescribed within the Code will ensure that all residential dwellings constructed within the estate are of a standard and design which complements the resort style of Sanctuary Lakes.



All items covered in the Code are to be considered in the design of your home and should not be mutually exclusive. Designing your home at Sanctuary Lakes does not just involve the dwelling, but the complete site planning of the home within a carefully planned urban environment. Other items requiring approval are detailed within the Code.

The Code is additional to statutory building and planning requirements, Council and any other relevant Authority. As the owner, you are required to ensure that the dwelling complies with all statutory regulations and requirements in accordance with Wyndham City Council and any other relevant authorities.

Sanctuary Lakes reserves the right to vary the Code at any time as required during the progress of the development of the overall subdivision.

2.1 Precedence

Since the commencement of the development, the design requirements of the estate have been an ongoing and evolving process. As a consequence, the ARC has appraised proposals under changing dynamics.

With the advance of the current Code in its current form, there is greater systematic control in ensuring that the process of the ARC operates effectively, in favour of Owner's Corporation Members and the estate as a whole.

For the benefit of all Owner's Corporation Members and the protection of their investment at Sanctuary Lakes, the ARC must assess each proposal under the current Code only and any precedence cannot influence the decision.

2.2 Individual Lots

At Sanctuary Lakes, your future house investment is substantially protected by the Code.

The purpose of this document is to explain the architectural design objectives and to promote design solutions that reflect the intent and integrity of the Sanctuary Lakes Development. It is aimed to achieve a modern contemporary design result, with pitched tiled roof form, wide eaves and simple clean line design solution.

You must obtain written approval from the ARC prior to construction on your allotment.

There is an obligation for all lot owners who intend to commence development on a lot to obtain the necessary ARC written approval.

Their experience and standards will ensure that each individual home adds to the overall streetscape appeal, forever retaining Sanctuary Lakes' identity as a very special place to live.

2.3 Medium Density

Within the estate, there are areas that have been specifically set aside for smaller lots (less than 450sqm) and for medium density developments. These developments also require assessments and approvals from the ARC. The ARC is required to grant approval for these developments and specific requirements apply which may vary from the requirements of this Code.

A specific set of design guidelines has been prepared for these types of allotments within the estate. They will have similarity in their built form and colour schemes, hence maintaining the original design intent of the estate.

2.4 Fundamental Requirements for New Developments

Architectural Style and Design Requirements

The concept of contemporary Australian architecture reflecting the residential resort style of Sanctuary Lakes is the main theme of the development. This document includes requirements and guiding comments on the design issues, most of which can be measured and assessed objectively and all of which need to be considered as part of producing a well-designed development. The onus is on the applicant to produce good and appropriate design to meet the requirements.

Minimal Impact

Each new construction must ensure that its impact on the visual and physical amenity of streetscapes and immediate neighbours is acceptable and that all reasonable options have been explored to avoid unacceptable impact on neighbouring properties.

Accurate Submissions

Providing incomplete, inaccurate or misleading information on new developments will significantly prolong the approval process. The onus is on the applicant to provide thorough and accurate information to support their application.



3.0 THE APPROVAL PROCESS

There is an obligation for all lot owners who intend to commence development on a lot to obtain the necessary written approval from the ARC.

The Code is administered by the ARC appointed by the Developer. The ARC comprises of representatives from the Developer, qualified architect and/or planner, designer and architectural professionals.

The ARC will assess and review each application to ensure it conforms to the Code. Each application is treated on its own merit in accordance with the Code. From time to time some applications may not fully meet the Code; however may contain sufficient architectural design merit to warrant approval. In these instances, the ARC may meet with the lot owner and/or designer to achieve compliance.

The ARC can decline a submission if, in its opinion, it does not comply. Alternatively, the ARC may request amendments to be made in order to obtain Final Approval.

Once a member's application for approval of their plans and designs has been received, every endeavour will be made to return comments regarding each application within 14 working days. Please ensure that you make allowance for this process in all applications to the ARC.

All applications are to be made to:

ClubLINKS Architectural Review Committee

PGA National Office
600 Thompsons Road
SANDHURST VIC 3977

Tel: 1300 880 809 / (03) 8320 5393

Fax: (03) 9639 2244

Email: arc@clublinks.com.au

3.1 What Requires Approval

You will require specific written approval from the ARC for three main items:

- Building design plans;
- External materials and colours; and
- Landscaping which includes driveway, crossover, letterbox, paving and boundary fencing, where applicable.

Other items that require written approval from the ARC are:

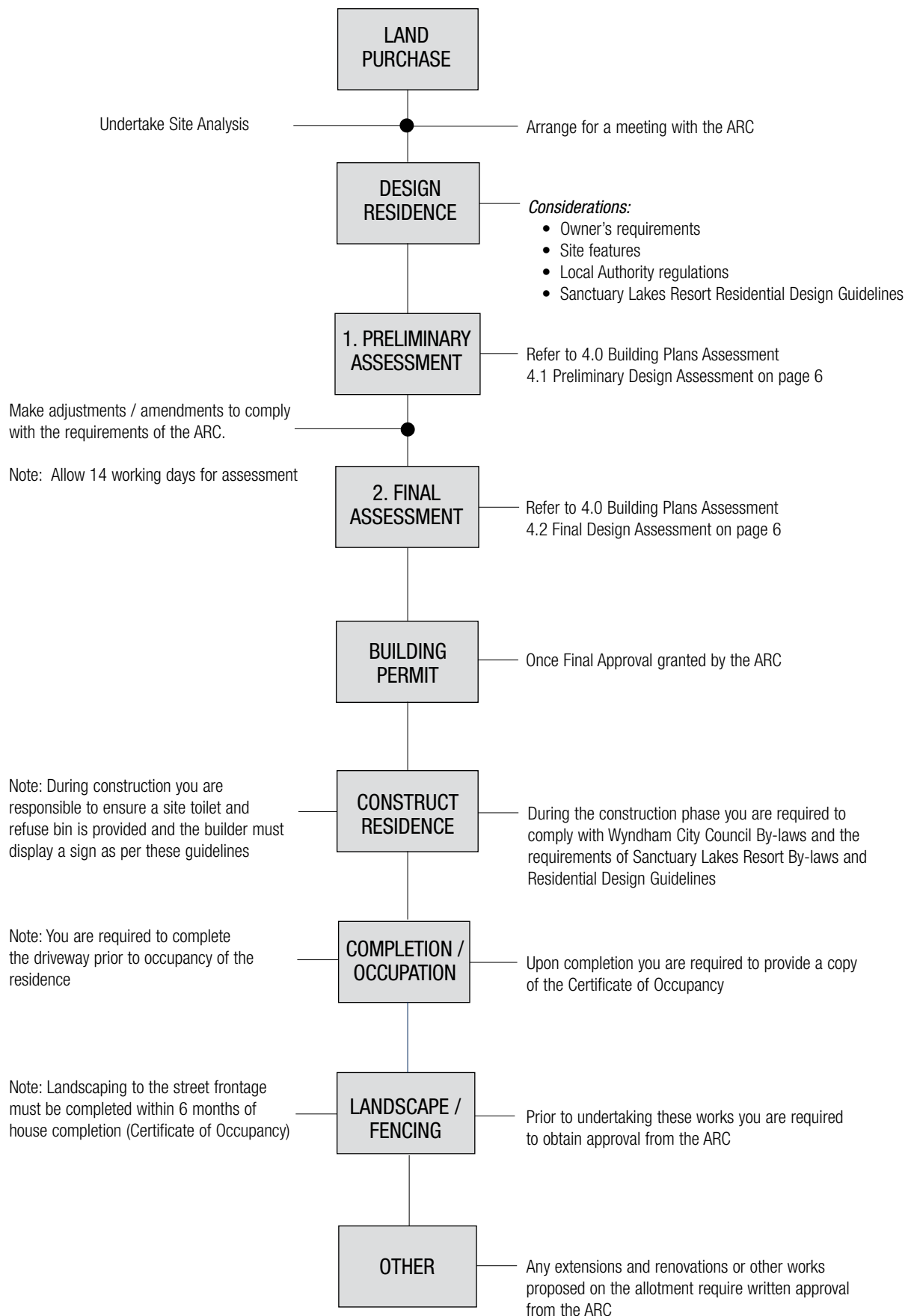
- Externally mounted air conditioning units and evaporative coolers;
- Outbuildings (garden sheds, boat shed, golf cart storage and similar structures);
- Solar hot water heaters – residential dwellings and swimming pools;
- Tennis courts and associated external lighting;
- Pergolas, patios and verandahs;
- Swimming pools and associated structures;
- Rainwater tanks;
- Satellite dishes and communication devices;
- TV and radio antennae;
- Fencing, where applicable;
- Security system; and
- Extensions and renovations.

Finally, as a general rule, you must obtain written approval from the ARC prior to construction or erection and/or installation of any item on your allotment.



3.2 Approval Process Flow Chart

WHEN YOU HAVE PURCHASED A LOT AT SANCTUARY LAKES RESORT THE FOLLOWING PROCESS OCCURS:



4.0 BUILDING PLANS ASSESSMENT

Before signing any building contract, you should supply a copy of the Code to your prospective Builder or Designer so that they fully understand your obligations to it.

It is highly recommended that you undertake Preliminary Design Assessment through the ARC prior to signing building contracts.

This is a free service, conducted with the ARC's architect for the purpose of providing feedback on your plans before they are submitted to the ARC. Simply contact the ARC when you have preliminary drawings to make the appointment.

To avoid any unnecessary delay in the assessment, the ARC recommends a two-step procedure, namely Preliminary Design Assessment and Final Design Assessment.

4.1 Preliminary Design Assessment

The purpose of undertaking an assessment of the design at an early stage is to ensure that what is being proposed will comply with the Code. This step is recommended before you have contracts signed and the working drawings prepared.

The ARC will assess the proposal and advise you as to whether the design is acceptable and/or provide a list of requirements or advice that may need to be addressed prior to the submission being taken further.

In regard to any such requirements, you may wish to amend the sketch proposals and re-submit for assessment prior to final design drawings being submitted. This ensures your building design meets the ARC requirements.

For submission details and requirements, please refer to checklist item 9.1 in this document.

4.2 Final Design Assessment

After you have made the necessary amendments to your preliminary design proposal you can make a submission for Final Design Assessment. Building plans submitted must be working drawings as sketch plans will not be approved.

If the working drawings are in order, Final Approval can be granted. If the submission does not meet the Code, a list of requirements will be provided which must be fulfilled to obtain Final Approval. You will be required to amend the plans and re-submit.

Once Final Approval has been granted by the ARC you may proceed to the next stage of obtaining your building permit.

Please ensure you read and understand all conditions placed on your Final Approval.

You are advised that an Asset Protection Bond needs to be paid prior to the ARC issuing the Final Approval documentation. Please ensure that this has been paid prior to making application to the ARC for Final Approval.

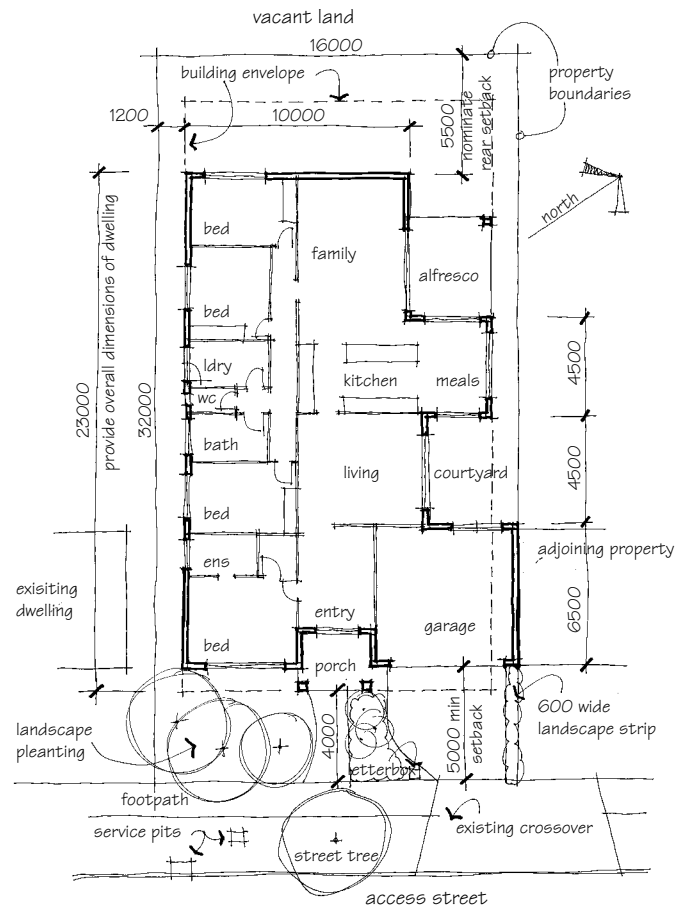


diagram 1
Preliminary Assessment Diagrams

For submission details and requirements, please refer to checklist item 9.2 in this document.

Please inform the ARC of your builder's contacts details and construction commencement date.

If your submission does not conform to the Code, you must provide compelling reasons or justification as to why dispensation should be granted. The executive ARC meets on a regular basis to review issues or requests that may not necessarily conform to the Code.



5.0 SITE PLANNING AND BUILDING DESIGN

5.1 Siting Of Residence

It is a requirement of the ARC that you undertake a site analysis of the lot prior to commencement of design. This analysis sets the criteria for the positioning of the residence in relation to services, crossovers, parking bays and landscaping.

Some of the key points to consider are:

- Site design plan/building setbacks;
- Orientation and slope;
- Trees and other significant vegetation;
- Adjacent buildings;
- Access points to the site and/or restrictions;
- Drainage and services;
- Potential views;
- Prevailing winds;
- Easements;
- Privacy requirements; and
- Potential noise sources.

In addition to the above design considerations, the house design and ultimate layout needs to address the overlooking and potential overshadowing of the adjoining properties.

Responsibility resides with the owner and builder to gain approval from a building surveyor; however, the ARC needs to have a general assessment of overshadowing. As such, shadow diagrams are to be prepared to minimise such overshadowing.

To assist you with this process, it is recommended that you refer to the ResCode for details of preparing a site analysis plan.

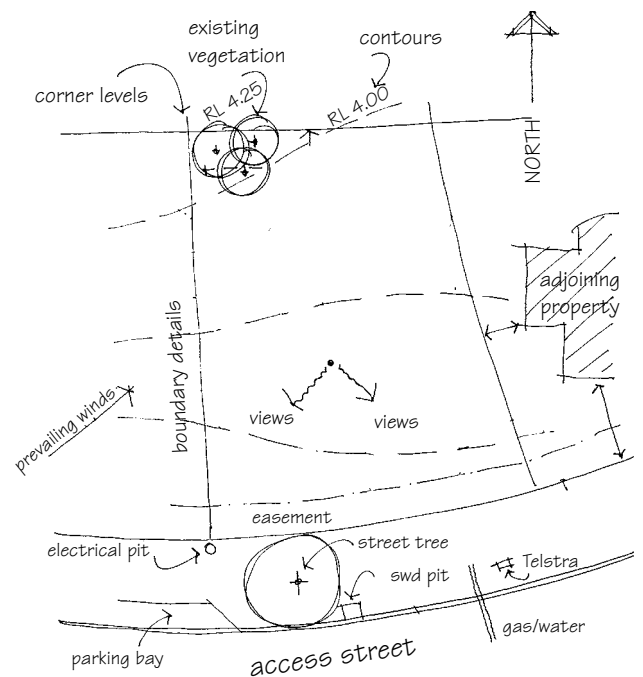


diagram 2
Site Analysis Plan

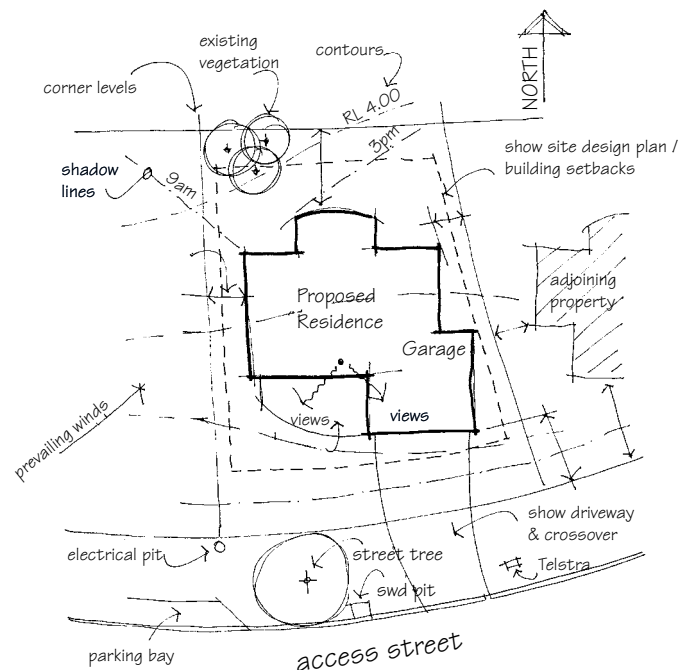


diagram 3
Site Design Response

5.0 SITE PLANNING AND BUILDING DESIGN cont.

5.2 Privacy

In designing your dwelling you must minimise views and overshadowing to adjoining properties. In particular, consideration must be given to open spaces of adjoining residences. Generally, building to allotment boundaries is not encouraged. The objective of the design philosophy is to create an open feeling environment within the estate.

To achieve general privacy requirements and maintaining the amenity of your neighbour, the ARC recommends that the design of your dwelling takes into consideration the following:

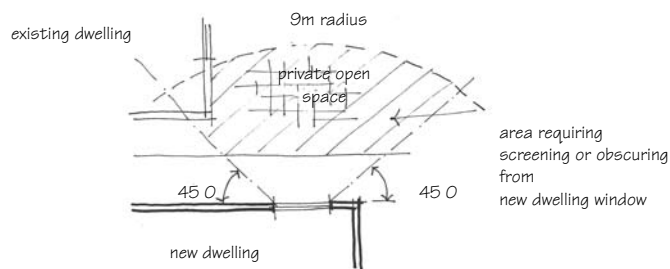
- Orientation of dwelling;
- Energy efficiency and privacy;
- Location and style of windows;
- The use of balconies; and
- Location of adjacent building's private open spaces and windows.

To achieve privacy and maintain the amenity of the neighbour, you may consider the following:

- Stagger windows to avoid direct outlook to neighbours' private open space, bedrooms and living rooms;
- Avoid balconies of adjoining properties facing each other;
- Privacy screens to be incorporated where deemed appropriate;
- Shade devices and screen planting;
- Creative landscape designs;
- Windows sill height 1.70 metres above floor level where looking into private open space/habitable windows; and
- Opaque glazing to windows.

It is recommended that you create north facing courtyards/open spaces for the dwelling, with the building form constructed around the space thus giving privacy within and beyond the development. Remember to design the dwelling for the allotment chosen, not to fit an existing design onto the lot.

All house designs must comply with the relevant provisions of Rescode.



* screening views towards adjacent private open space.

diagram 4

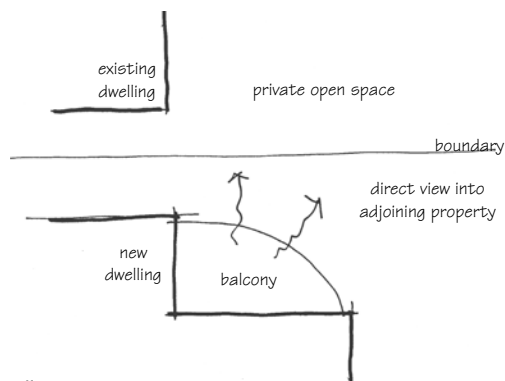
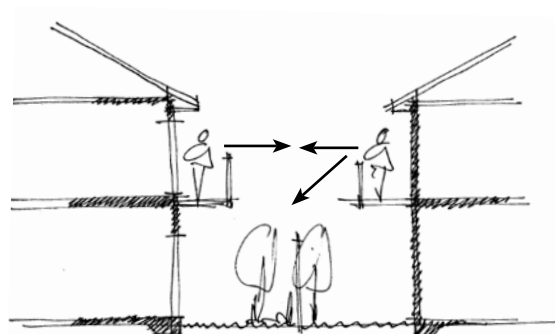
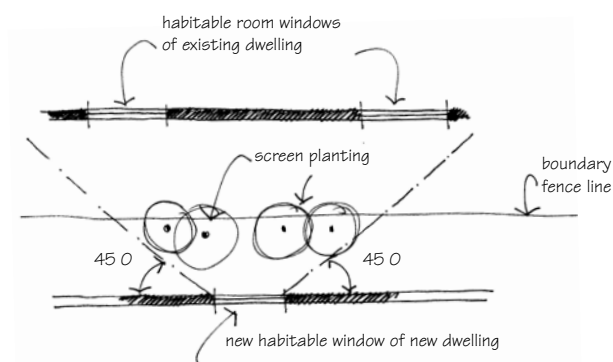


diagram 5



* avoid balconies directly looking into properties adjacent and into private open spaces

diagram 6



* new window offset to avoid direct outlook into existing habitable window / spaces
* provide fencing and screen planting

diagram 7

Privacy Consideration Diagrams



5.3 Building Setbacks

Setback controls have been carefully planned to ensure the integrity of the urban streetscape and for the overall enhancement of the estate.

Building envelopes apply to all lots within the estate. To obtain a copy please contact the ARC.

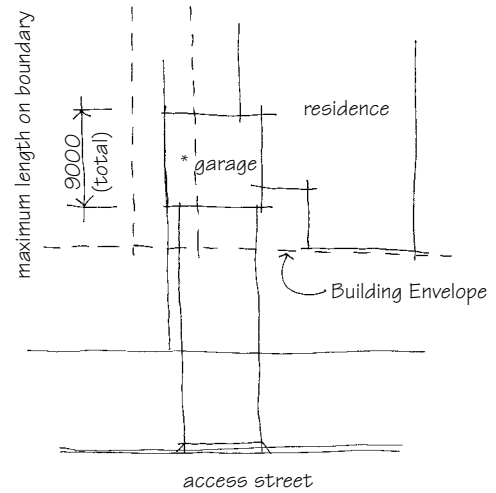
Setback controls also apply to verandahs, pergolas and outbuildings. Garages are preferred to be articulated into the main dwelling, provided they do not project forward of the dwelling by more than two (2) metres, and the articulation/layered effect is enhanced. Additionally, the design is not to be compromised by garage dominance.

Where the design requires the garage to be fully forward of the dwelling, side entry will be required with the minimum setback being as per the building envelope plan.

The ARC has discretion to grant dispensation for garages and parts of dwellings to an overall length of nine (9) metres on one boundary only. In such instances, a parapet wall with box gutter must be provided to the exact boundary. No off-sets will be permitted. All walls on boundary must be constructed with a parapet wall and box gutter.

Where this is approved, a parapet wall must be provided to the exact boundary. No off-sets will be permitted.

The ARC advises that the siting design policy is in addition to the requirements of ResCode. You should contact the Council as to the requirements for building setbacks to comply with the requirements of ResCode.



- * Garages / Residence built to boundary is not as of right and requires specific approval from the ARC
- * Your design should have all buildings offset to be in accordance with the Building Envelope Plan.
- * 9.00 metres maximum of garage and residence built on only one boundary

diagram 8

5.0 SITE PLANNING AND BUILDING DESIGN cont.

5.4 Building Form

All dwellings within the estate are to reflect the contemporary Australian residential resort style design, with building materials being considerate of this design requirement.

The use of 450mm eaves is to be incorporated into the design (exclusive of fascia and gutter). Clipped eaves are not permitted.

Roof forms that enhance the design and sit the house down is the design philosophy, with eaves provided.

The use of 'mock' styles and/or period designs (i.e. Federation, Colonial) will not be considered. Designs should be simple with clean lines whilst maintaining individuality to the residence.

Dwelling façade designs which reflects 19th century styles shall not be permitted, including the use of decorative elements, double columns, cornices, window cross bars, architraves and lacework/fretwork.

Where mouldings are used, they are to be square or rectangular in cross-section and painted out the same colour as the surrounding wall surface. They must not be highlighted by a colour change.

The design should provide simple, in-scale defined entrances. The building form should consider all elevation treatment and forms.

Where allotments back onto Boulevard, golf course/recreational parks, lake and public areas, an "address" to these feature areas is to be created. "address" is defined as a presentable appearance to the elevation of a house that abuts the feature area. This could be achieved through provision of a point of entry into the dwelling by the use of design elements such as pergolas, courtyard walls and in the case of two storey homes a balcony above the entry door.

Where allotments have more than one address to the streets, side streets or public areas, articulation to the facades will be required.

Box-style homes must be avoided; therefore the floor area of an upper storey of a dwelling must be at least 20 per cent less than the floor area of the main lower level storey. Such articulation must be reflected in the front elevation. In the case of corner sites, boulevard lots, golf course lots and lake lots, articulation shall be reflected in the elevations facing the street, golf course or lake.

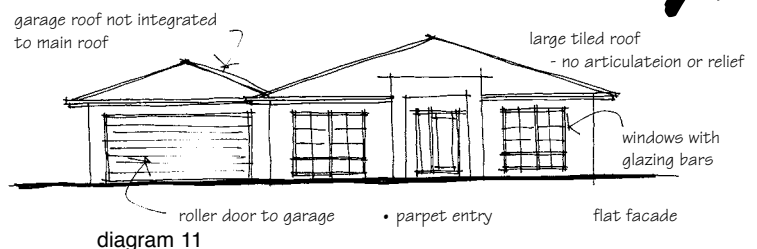
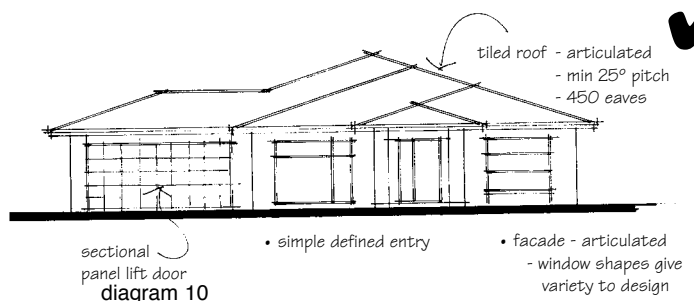


diagram 12

Building Form Diagrams



5.5 General Design Principles

Single Storey Design Requirements:

- Articulate front façade;
- If corner lot then articulate side elevation wall and roof, in addition to front;
- Enhance the street address with relief elements such as pergolas, porches and verandahs;
- Model roof line;
- Provide simple defined entry, in scale with the overall house;
- Limited use of parapet wall is acceptable (maximum 30%), however this should not dominate the front façade as eaves are to be expressed;
- Roof eaves to be minimum 450mm (measured from finished wall surface exclusive of fascia board and gutter);
- Flat roof to entry can be considered;
- Vary windows to give variety to design; and
- Use of complementary building materials.

Double Storey Design Requirements:

- Articulate and layer front façade, with upper floor being setback to ground floor by minimum 1.2m from the front;
- If corner lot then articulate side elevation in addition to front;
- Enhance the street address with relief elements such as pergolas, porches and verandahs;
- Simple and in scale entry structure;
- Consider window shape to give variety to design;
- Large box structure not permitted;
- Roof form to be articulated;
- Encouraged to incorporate front and rear balconies, large glass areas (solar efficient) terraces, pergolas or similar design elements;
- All roof eaves to be minimum 450mm (measured from finished wall surface exclusive of fascia board and gutter); and
- Parapet can be used to detail section at ground floor where front and side upper level offset provide sufficient articulation and where upper level roof eaves is the dominant roofing feature to the satisfaction of the ARC.

5.0 SITE PLANNING AND BUILDING DESIGN cont.

Other design requirements:

- Provide address to feature areas of the estate being boulevard, recreation links, golf course, secondary streets and parks/public areas;
- The ARC will require different levels of articulation to each location;
- Recreation links/public areas will require to have address provided by introducing a door and presentable break up of building form using pergola treatments or alfresco areas;
- Golf course and boulevard lots to have entry structure provided and a well articulated/layered façade provided. Can incorporate pergolas, balconies and alfresco areas to enhance design. Built form at ground floor and first floor to be articulated/layered;
- Secondary streets to be similar to requirements of golf course and boulevard lots;
- Where allotments have more than one address to the streets, side streets or public areas, articulation to the facades will be required; and
- Garages are to be set back and incorporated into the design rather than dominate street frontage and are to be architecturally tied to the main dwelling.

5.6 Design Duplication

In order to ensure a measure of individuality, the urban design integrity of the estate and to protect the financial investment made in your house design, duplication of the same house design and façade within a precinct/stage is to be minimised. In this respect, no more than five (5) dwellings of the same type and façade will be permitted within the precinct/stage.

No house of similar design (as deemed by the ARC) can be located within the estate in a street within five (5) lots or seventy-five (75) metres measured from the centre line of the front boundary of the property (whichever is greater), and to the left and right of the lot. The same distance apart applies to the opposite side of the street.

Townhouse and Medium Density dwellings are exempted.

5.7 Height Restrictions

Houses can be either single storey or double storey. The maximum height allowable is nine (9) metres, measured to the top of the roof ridge from the natural ground level. The dimension of building height is to be shown on the Final Design plans submitted.

5.8 Calculation of Areas

Building Area (total building bulk area) - the maximum building areas allowed are as follows:

Lot size: 450 sqm to 580 sqm is 80%

Lot size: more than 580 sqm is 75%.

An example of the calculation required to be shown in the submission plan is as follows:

Building Area Calculation:

Grd Flr (internal areas)	180 sqm
Grd Flr (external covered areas)	35 sqm
First Flr (all areas under cover incl covered balconies and decks)	120 sqm
Garage	45 sqm
Total Building Area is	380 sqm
Assuming Lot Area is	690 sqm

Then, % of Building Area is $380/690 = 55\%$

The ARC may allow an additional 5% to the allowable building area. This request can be considered if architectural and design merits exist to the satisfaction of the ARC upon application.

Site Coverage (footprint) - the maximum site coverage is 60% as per Victorian ResCode.

An example of the calculation required to be shown in the submission plan is as follows:

Site Coverage Calculation:

Grd Flr (internal areas)	180 sqm
Grd Flr (external areas)	35 sqm
Garage	45 sqm
Total Building Area	260 sqm
Assuming Lot / Land Area is	690 sqm

Then, % of Site Coverage is $260/690 = 38\%$

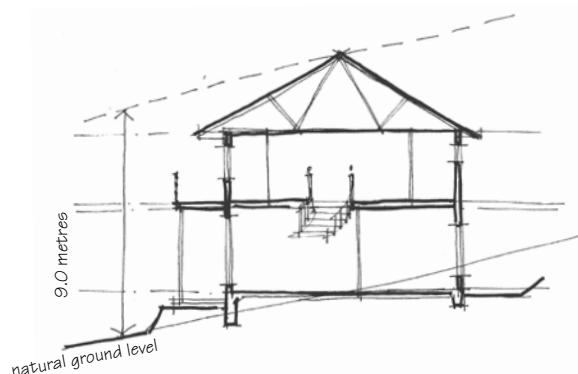


diagram 13

Building Height Restriction



5.9 Roofing

Roofing form and controls are to provide interest and enhance the building design. The materials are to be non-reflective concrete or terracotta tiles with a non-glazed finish in black or charcoal colour range. Light coloured roof tiles will not be permitted.

The minimum roof pitch to all roof areas is 25 degrees. Flat roof areas are generally not permitted, however, can be considered to small feature areas at the ground floor level. Flat roof areas and/or parapet wall will not be approved to the upper roof level

All associated roofing materials are to be the same colour, including pipe-work penetrations. The use of Colorbond roofing is not permitted to the main roof area. Colorbond roofing is to be used to flat roof sections approved by the ARC and is to be a colour that matches the roof tiles.

The ARC will consider entry structures which are an integral part of the design that may have a flat roof, on their individual design merit.

5.10 Verandahs & Balconies

Balconies and verandahs or similar structures within the design of the dwelling are encouraged. They help to break the visual barrier that can be created in two storey dwellings. Such design elements assist in articulating the facade, thus softening the overall streetscape and delivering visual interest to the dwelling design.

In the Melbourne climate, verandahs, balconies, terraces and pergolas are effective design responses to the variable climate conditions that exist. They are also elements that reflect the resort style environment that is being created at Sanctuary Lakes, which encourages the use of such elements to enhance outdoor living areas.

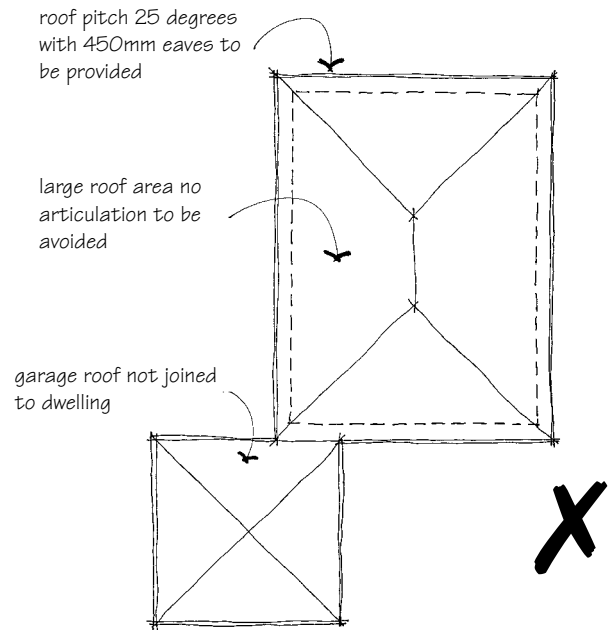


diagram 14

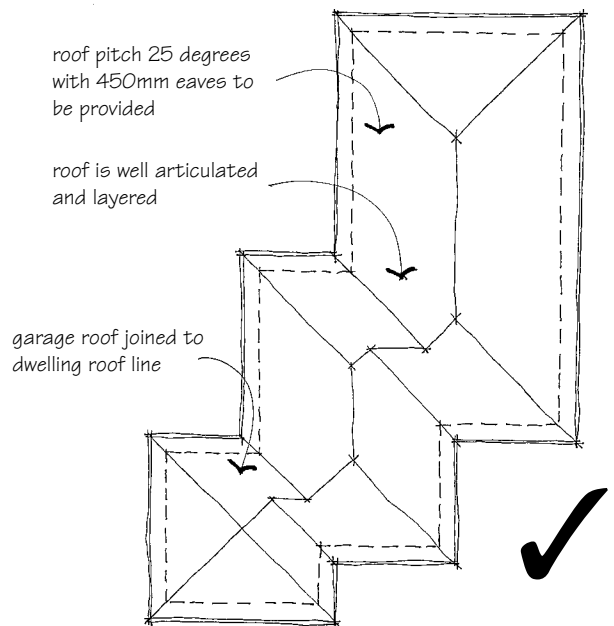


diagram 15

Roof Pitch, Design & Form

5.0 SITE PLANNING AND BUILDING DESIGN cont.

5.11 Garages

The garage must match or complement the dwelling in respect of materials used, the design, external appearance, colour and quality of construction.

Your design must allow for a minimum of two car lock up accommodation.

Garages must be setback a minimum of 5 metres and should be no further forward than 2 metres of the dwelling alignment.

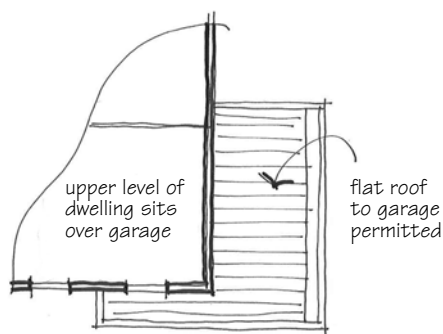
Where an allotment shape and/or site access requires the garage to be located forward of the dwelling, the front boundary setback applies:

- Where garages are to be located at front of the dwelling, direct access is not permitted;
- A side entry is to be adopted and windows are to be provided to the street frontage; and
- A parapet wall with box gutter must be provided for all garage walls on boundary.

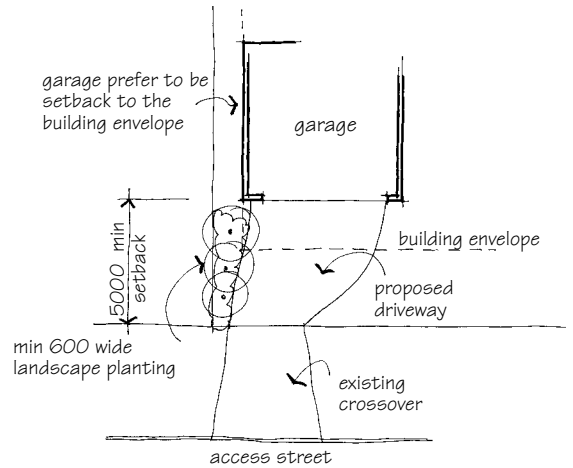
Dispensation for garage design and locations can be applied for where individual design merit exists; however, any dispensation is at the ARC's discretion.

Garages are to have a tiled pitched roof to match the dwelling. Complete flat roof garages will not be permitted. However, if a substantial area of the garage is under the upper level then the balance could be a flat roof with parapet upon application to the ARC. Please refer to the diagram for details.

If a triple garage is proposed, then it is a minimum requirement that a double crossover is provided, which will be at the individual lot owner's cost.

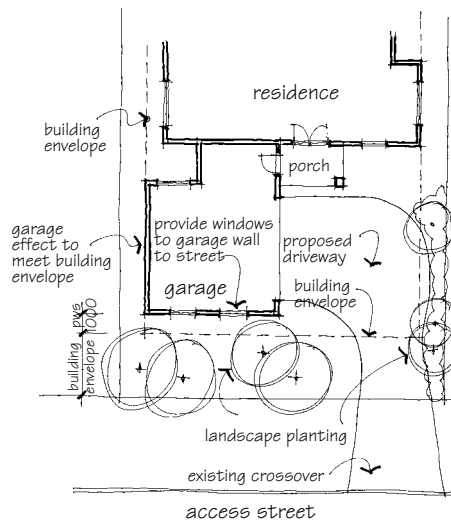


* Typical garage detail where flat roof permitted in part
diagram 16



* When garage to be placed on the boundary you are required to provide a parapet wall and box gutter

diagram 17



* Where garages are to be located at front of the dwelling, direct access is not permitted.

* You are required to adopt a side entry, also the garage is to have windows provided to the street frontage.

diagram 18

Garage Design Location Diagrams

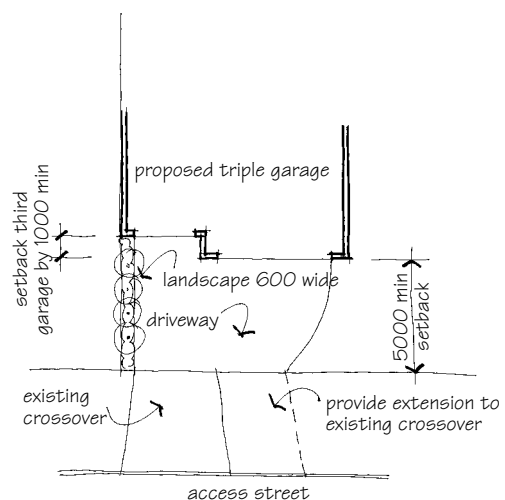


diagram 19

Triple Garage Requirements



6.0 EXTERNAL ELEMENTS, MATERIALS & COLOURS

All external materials and colours are to be approved by the ARC, in writing, prior to your plans being endorsed.

When choosing colour schemes for your residence, you must consider the following:

- Subdued pastel tonings /colour schemes;
- Sections of contrasting /highlight colours to detailed areas can be permitted; and
- Darker /heavier colours where used as the primary colour, will not be permitted. However, small detailed areas will be considered on merit.

Face brickwork is to consist of creams, greys and soft light hues. The use of traditional dark bricks is not permitted. Due to inconsistencies of manufacturers, a sample pack is to be provided of the chosen face bricks for review.

Flush or rolled joints are to be used. Raked brick joints are not permitted.

The use of rough/tumbled bricks, split faced, rough blockwork or similar material is not permitted, however, smooth blocks can be considered on merit. Some detail areas of stonework and the like can be considered on application.

The use of render, bagging and painting is encouraged.

Colours within this range are extensive in comparison to face brickwork which is limited in the availability and manufacturers' changes. Samples of render colours are to be provided with your submission (minimum A5 size).

Highly reflective or bright colours are not permitted to be used as predominant colours. Other colour accent, including brighter, stronger colours can be approved when aesthetically used on detailed building elements. Such applications will be assessed on their individual merits.

Some light weight materials may be utilised to break up the render or brickwork in double storey dwellings; the colours should not be dark except as feature highlights in accordance with the requirements of the Code.

Areas of lightweight construction, such as cement sheeting, weatherboard and composite cladding are permitted in detail areas, to complement the total design. Lightweight framing with rendered finish is also permitted, however, decorative treatment (such as timber strapping to walls and gables) are not permitted.

Garage doors are to be light in colour. The use of timber doors is permissible where they have a clear protective finish treatment and are not left to weather naturally. This finish is to be maintained.

What to submit:

- Application form: complete the application form; and
- Samples: provide samples of all proposed external materials and colours.
- Provide coloured elevations that clearly show extents of colours proposed.

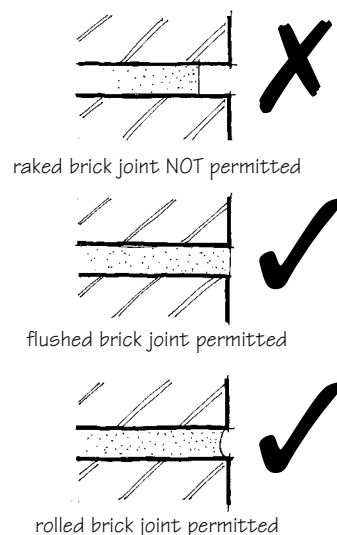


diagram 20

Brick Joints Detail

6.0 EXTERNAL ELEMENTS, MATERIALS & COLOURS cont.

6.1 Garage Doors

Garage doors are to be panel lift or similar design. The use of roller doors to the street frontage is not permitted, but can be considered to the rear of a residence where it can be adequately and effectively screened from public, lakefront and golf course view. Garage doors are to be light in colour, complementing the design character and front façade.

Dark colours for garage doors will not be approved. Timber cedar doors will be allowed with a clear polyurethane finish and cedar look-a-like doors of light colour finished will be permitted.

Note: The use of tray deck finishes to garage doors is NOT permitted. The top panel of the door can be glazed, but no fan lights or the like are permitted.

6.2 Driveways & Crossovers

All driveways require approval. Generally, there shall be one driveway per allotment. Dual driveways can be permitted where adequate allotment size permits in addition with adequate landscape works to the satisfaction of the ARC;

- Driveways to be offset 600mm from side boundaries for landscaping;
- The use of drive strips will not be permitted;
- Driveways and crossovers must be in coloured through concrete (not applied or painted), to be finished in accordance with Sanctuary Lakes standard requirements;
- Concrete specifications are available from the ARC;
- Pavers can be permitted provided they complement and match the kerb, channel and footpath;
- Slate impression can be considered;
- No insignia or motives are allowed on the driveway;
- Dark colours such as charcoal can be considered as a border treatment only to a maximum of 10% to the satisfaction of the ARC;
- You are advised to check all service locations in the road reserve should you consider the relocation or additional driveway requirements;
- You must obtain a permit from Wyndham City Council for all crossover works;
- A 100mm conduit is to be placed under the crossover at back of kerb; and
- Any damage to existing or surrounding crossovers, services, footpaths and council assets during construction of your dwelling are to be rectified by the lot owner.
- The driveway and crossover must be aligned. If a wider driveway is required then the crossover must be increased to suit.
- Parking bays provided by the developer are not to be used as a crossover to access the property.
- Only one crossover per allotment is permitted unless a circular driveway is proposed, refer to diagram 22.

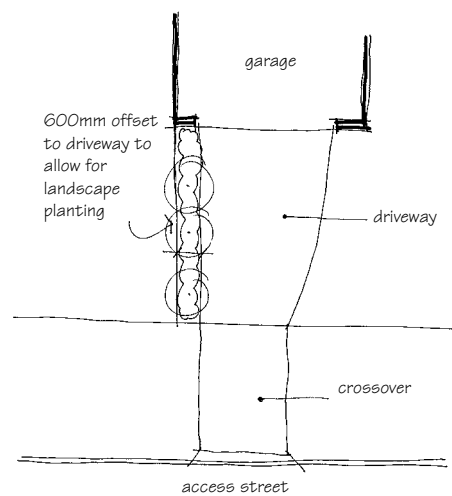


diagram 21

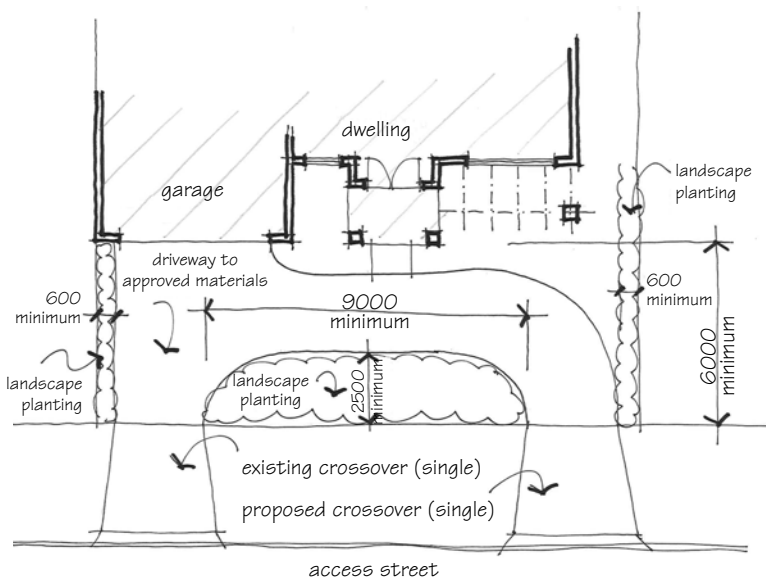


diagram 22

Driveway Details



6.3 Fencing

There is a specific Fencing Code that has been developed for use within Sanctuary Lakes. All proposed fencing plans are required to be submitted to the ARC for approval in writing prior to construction. Please note the following points regarding fencing:

- There are specific design requirements for lake frontage, boulevard and golf course allotments;
- Front fences are not permitted;
- The general requirement for all lots is to use a 1.70m high double sided paling capped fence as per F6 detail in the fencing policy. Single sided paling fences are not permitted for any property;
- Corner lots may fence to a maximum of 50% of the side boundary only. Extensions to this requirement can be considered upon each individual design and merit to the satisfaction of the ARC;
- Painting of internal and boundary fences is generally not permitted, unless specific approval is obtained from the ARC.
- Fence extensions to dividing boundaries are generally not permitted unless agreement can be reached by neighbours affected. Screens can be agreed to on the basis they are offset 200mm from the boundary and should not exceed 2.20m in height. The length of such screens should not exceed 6.0m;
- Fencing is not permitted to be constructed forward of the building alignment or the building setbacks as per the housing design guide;
- You may be permitted to construct temporary fences to allow for landscape works, where the adjoining property has not been developed. This is to be submitted to the ARC for approval as conditions do apply;
- You may also be permitted to construct courtyard walls where the design of your home allows for such a design element to be incorporated. Such walls are to be constructed from masonry and are to be a maximum of 1800mm high on the property boundary alignment and or as the internal screen fence. Courtyard walls greater than 1800mm high, offset a minimum of 1200mm from the property boundary, will be considered on merit. Corner allotments can construct fencing on the side street boundary to a maximum length of 50% of that frontage; and
- A copy of the Fencing Code is available from Sanctuary Lakes Club.

6.0 EXTERNAL ELEMENTS, MATERIALS & COLOURS cont.

6.4 Landscaping

Landscape works require ARC approval. The landscape submission is to include a landscaping plan and a legend of plants proposed is to be provided with the landscape plan. Please note the following points regarding landscaping:

- Landscape works to the street frontage must be completed within 6 months of house completion (Certificate of Occupancy);
- Landscape works require ARC approval. This submission is to include a landscaping plan and a legend of plants proposed is to be provided with the landscape plan;
- Landscape designs are to take into account privacy screening and solar orientation;
- The front yard of the lot is to be landscaped with trees, hedges, shrubs, grass, gardens or other forms of landscape embellishment;
- Between the building and rear fence, trees and shrubs are to be planted of a species likely to grow to provide a landscape canopy between buildings;
- There are restrictions on planting that can be used;
- To assist in your landscape design we advise you to contact our Estate Maintenance Manager;
- Letterbox must be located within your lot boundary and in accordance with Australia Post requirements; and
- Nature strips are to be maintained by the individual lot owner. Nature strips should be in an approved natural turf finish for all lots. Alternative finishes for the nature strip can be considered in accordance with the nature strip policy.

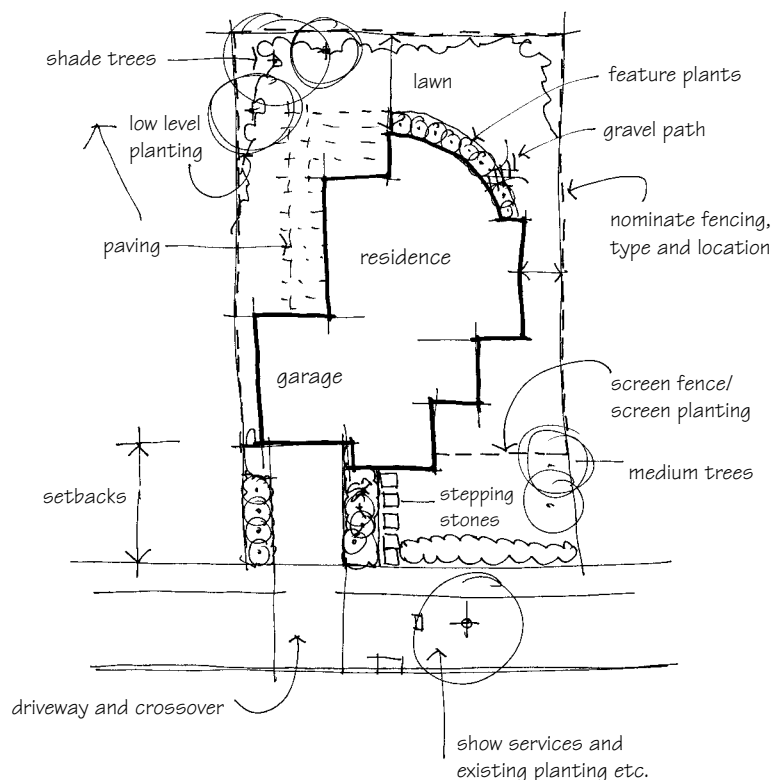


diagram 23

Typical Landscaping Plan

6.5 Exposed Plumbing

- Exposed plumbing is not permitted, this includes spa motors and pumps. Only guttering and downpipes are excluded from this requirement;
- Solar hot water for swimming and spa pools can be accepted upon approval by the ARC;
- All pipe work is to be painted to match the adjacent wall or roof colour as applicable;
- All roof penetrations such as pvc vent pipes and heater flues, are to be painted to match the roof colour and not left exposed; and
- Downpipes are permitted to the external wall on the basis they are painted to match the immediately adjoining wall colour.



6.6 Sheds & Outbuildings

All garden sheds require prior written approval by the ARC. As part of the estate's design philosophy, garden sheds must be fully screened from neighbours and public view. The ultimate design is to incorporate requirements for storage as part of the main dwelling design and that storage area is considered in garage floor area allocation. Please note the following points regarding garden sheds:

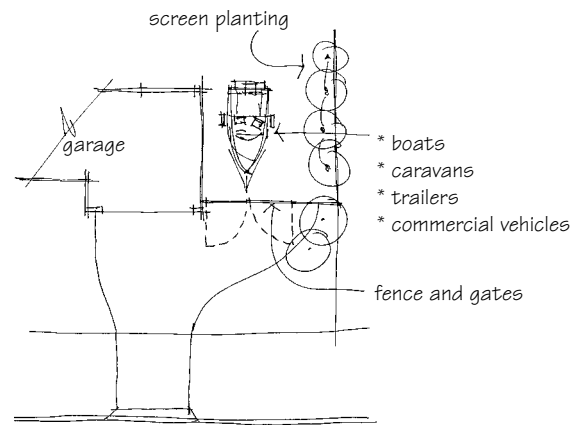
- Garden sheds must be complementary in design and finish to the main dwelling;
- There are restrictions on size and location;
- Garden sheds are not to protrude above fence height. The ARC can consider dispensation provided the height is limited to 2.20 metres and offset from the boundary with effective screen planting provided;
- All garden sheds must be screened from public view; and
- Where a garden shed is greater than 9 sqm, then the design and finish is to match the dwelling with the use of a tiled 25 degree pitched roof and materials. Colorbond would not be approved on this occasion.

6.7 Carport Design

Carports are not permitted to the street frontage, however; they can be located behind garages and residences. Carports must have solid supports, ie 125mm x 125mm posts or brick/masonry piers. Finishes are to match the main dwelling, including a tiled roof at minimum 25 degree pitch and are to be architecturally tied to the main dwelling.

6.8 Verandahs and Pergolas

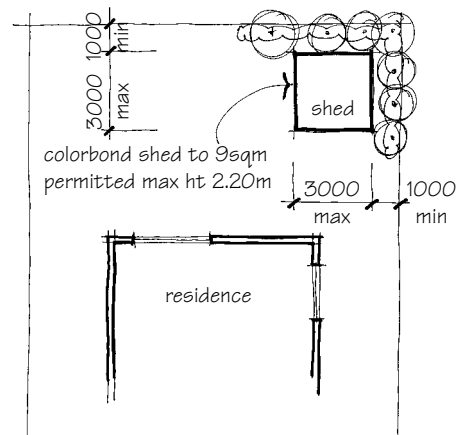
- Pergolas are considered to be timber framed structures with no roof sheeting;
- Verandahs are considered to be a roofed structure;
- The use of verandahs and pergola structures are encouraged where suitable;
- The materials to be used are to be of reasonable size, with posts to be 125x125mm, and frame should be nominal 200mm deep beams;
- Polycarbonate and/or Colorbond roof sheeting in a colour to match roof tiles is suitable for verandahs under 20sqm;
- Verandahs exceeding 20msq are required to have a 25 degree pitched tiled roof to match the dwelling, as are those exposed to feature areas such as the golf course, lake and boulevard.
- Verandahs and pergolas must be setback to meet the required building envelope.



* Parking of any vehicle on the nature-strip is not permitted.

diagram 24

Screening Solutions



- sheds up to 9sqm can be adopted to match the residence or painted to match the main dwelling.
- sheds greater than 9sqm are to be constructed from materials to match the dwelling including roof pitch and material
- sheds to be located at the rear of the property. Boulevard, Waterfront, Golf Course, Reserve lots require sheds to be located at sides of properties and screened from public view to the satisfaction of the ARC.

diagram 25

Standard Lot Garden Shed Set up

6.0 EXTERNAL ELEMENTS, MATERIALS & COLOURS cont.

6.9 Jetties

Lot owners of lake frontage properties are permitted to construct a jetty. The permitted size, location and design of the jetty must be in accordance with the Jetty Policy.

The Jetty Policy is available from Sanctuary Lakes Club.

6.10 Pontoons

The ARC will allow the use of pontoons in lieu of jetties. All pontoons are to be of similar dimension as the jetties and have hardwood infills on any gangways with marine grade carpet on the pontoon and be grey in colour.

6.11 Ancillaries

Ancillary equipment such as air conditioning units, TV antennae, satellite dishes and the like are restricted as to their location. TV antennae are generally to be contained within the roof space. Where antennae are to be externally mounted, they are to be located at the rear of the property, below the roofline and have ARC approval.

Satellite dishes are to be located at the rear of the property and below the roofline.

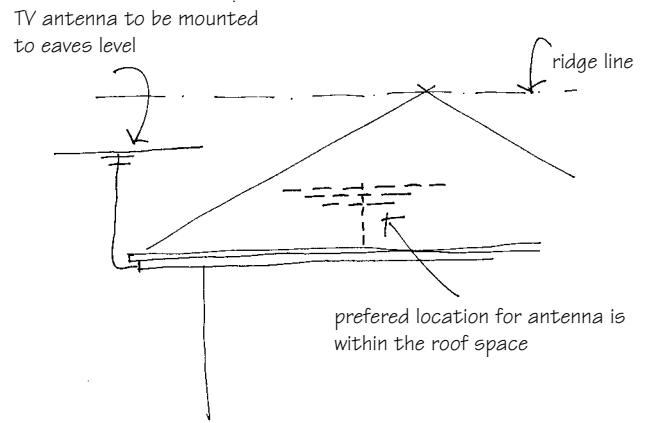


diagram 26
TV Antennae Location

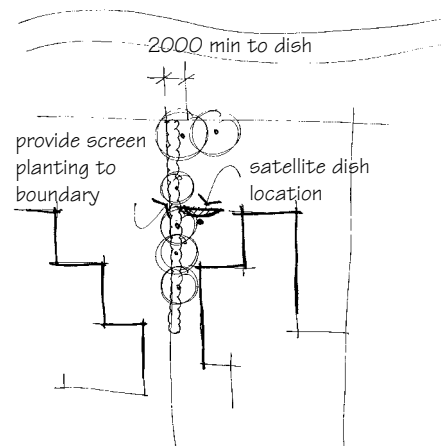
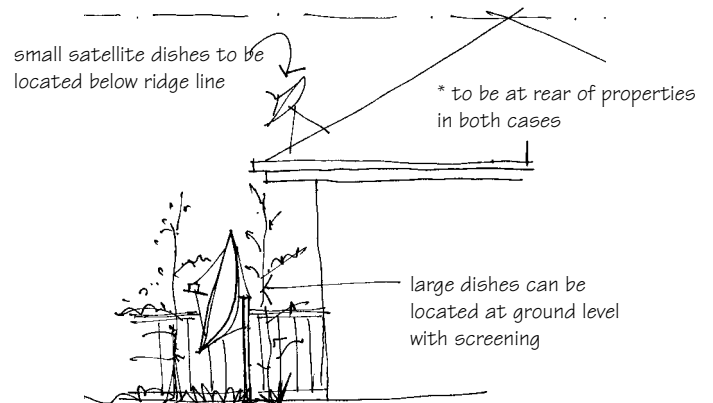


diagram 27
Satellite Dish Location



6.12 Air Conditioners and Evaporative Coolers

Air conditioning and evaporative units are to be located below the roof ridgeline and screened from view by locating the unit towards the rear of the property. The units are to be coloured to match the roof colour, along with any associated pipe-work and ducting. The units shall be of low profile type and where appropriate, be fitted with noise baffles.

6.13 Shade Sails and Structures

Shade sails and structure are permitted subject to approval from the ARC. They are to be of complementary nature to the main dwelling. For double storey dwellings the colour of the shade sail must be of light natural tonings to match the wall colour. For single storey the shade sail should be dark tonings to match the roof colour.

The support posts for the shade sail are to be offset to meet the requirements of the building envelope applicable for the lot.

6.14 Solar Water Heating

Solar hot water heaters/panels for residences or swimming pools can be permitted, provided they are located on the roof, installed at the same pitch angle as the roof and, where practicable, screened from public view. Tanks for such systems are not to be located on the roof. The colour of such items is to match the roof colour including any associated pipe-work. They are to be located towards the rear of the property and located away from the public views on the side or rear elevations.

6.15 Other Structures

Hot water services, gas meters, rainwater collection tanks are to be screened from public view. Landscape works are the most effective methods to achieve the desired result of screening.

Clothes lines are to be located such that they are obscured from public view. Screen planting may be required to assist in screening such items.

Applications are to be made to the ARC for approval prior to installation.

6.16 Commercial Vehicles, Boats, Caravans etc

To ensure the streetscape is maintained within the estate, the parking of commercial vehicles, caravans, trailers, boats and the like are not to be visible from public view and not to be parked at the front of properties. This can be achieved by providing an enclosure or containing such items within a carport or the like located behind the residence or garage and screened from public view.

Boulevard, golf course and reserve frontage properties will need to take additional care in the screening requirements for such items.

Parking of the above vehicle types on adjoining properties, parking bays and the like is not permitted.

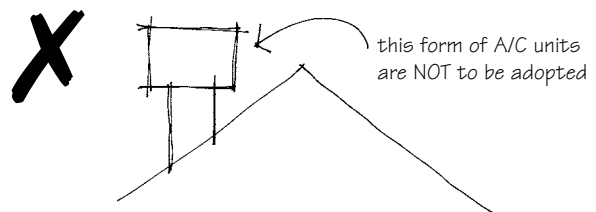
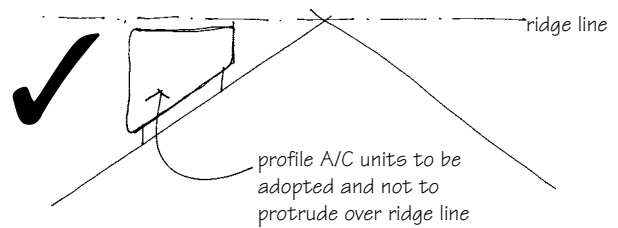


diagram 28

Air - Conditioning Units

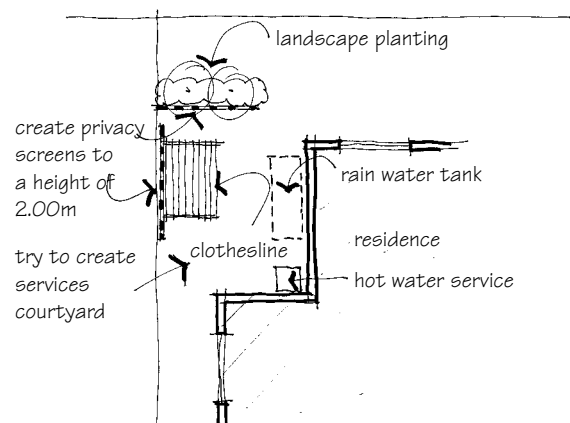


diagram 29

Clothesline, Hot Water Unit and Rain Water Tank

7.0 OTHER IMPORTANT CONSIDERATIONS

7.1 Building Time Frames:

- Works to be commenced within 3 years of the original settlement date as stated in your Land Contract of Sale (Clause 3.1);
- Building works to be completed expediently within 12 months (Clause 3.2);
- Time extensions may be considered for extreme circumstances; and
- Fines may be imposed (Clause 3.13, 11.3).

7.2 Dwelling Size

- Total floor area is to be no less than 180 sqm on lots above 450 sqm; and
- Lots smaller than 450 sqm will require dispensation by the ARC.

7.3 Floor Level

Melbourne Water Corporation has advised that a mandatory minimum floor level of residences within the Resort is to be 2.86 AHD (Australian Height Datum).

7.4 Security System.

Every dwelling is to have a monitored security system approved to the minimum standard of Sanctuary Lakes Resort Services. System and installation details are documented in IS12-Communications and Security Specification June 2009. A copy of this document will be sent to you with the Final Approval of your building plans by the Architectural Review Committee. If you require a copy please contact the Club's Resort Services staff.

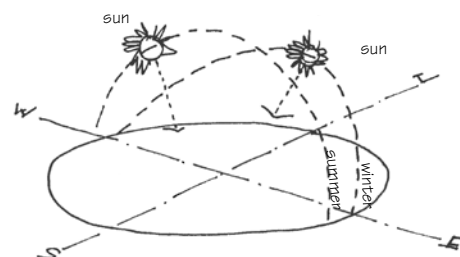
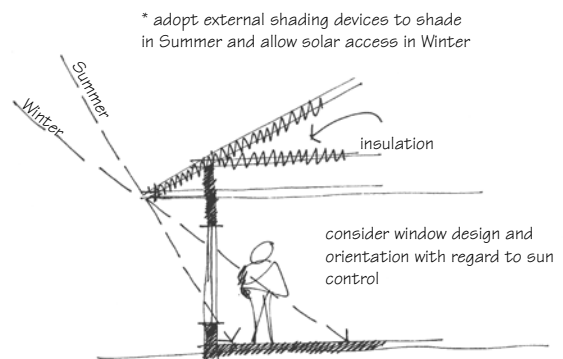
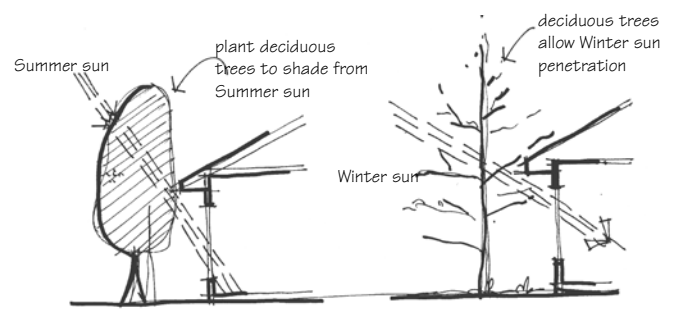
7.5 Fibre To The Home (FTTH) and Gated Stages -Communications requirements

Communications installation details are documented in IS12-Communications and Security Specification June 2009. A copy of this document will be sent to you with the Final Approval of your building plans by the Architectural Review Committee. If you require a copy please contact the Club's Resort Services staff.

7.5.1 Home Connection Requirements

Fibre to the Kerb - Stages 4, 8, 21 & 25B are fibre to the kerb. Internet and TV services are provided via fibre to the node nearest to their home then via Cat5 for internet and RG6 cable for TV. Telephone connections are provided via copper cable from Club headend using Cisco IADs installed in the Clubhouse Comms room.

These homes require the Builder or the wiring contractor to provide 2 x Cat5 and 1 x RG6Quad shield cables from a Wired Services Cabinet in the garage to a Luka box at the side of the house to allow the Club's contractor to make the connections to the Node. A conduit to the node must also be provided by the builder or other licensed contractor.



* Consider orientation of Summer and Winter sun

diagram 30

Sun Control & Orientation



7.0 OTHER IMPORTANT CONSIDERATIONS

Fibre to the Home - The new stages 33A, 41B, 45, 46, 47, 80 and 88 are fibre to the home stages. These homes require a continuous conduit from the wired services cabinet (WSC) in the garage to the comms connection which is a 32mm conduit located at the front of the lot near the Telstra and electrical connect points. This comms conduit runs to the closest communications pit. The builder should ensure that there is a drawstring from the pit to the WSC to allow the Club's contractor to pull through the fibre and complete the connection. If two conduits are used (one from the pit to the side of the house and a flexible conduit to the WSC, then a Luka box is required at the side of the house to make the connection.

7.5.2 Communications Home Wiring – Star wired from WSC

For FTTH lots, all home cabling is to be wired from a wired services cabinet (WSC) in the garage to the outlet plate or device as an individual feed without joints or splitting.

Wired Services Cabinet - The wired services cabinet (WSC) is the central hub of the telecommunications network of the home. Typically it is a steel cabinet installed in the garage with a lock that houses all of the passive and active equipment. All services enter and exit this cabinet. It must be of a minimum size of 380mm wide (to fit between studs) 1000mm high and 200mm deep. Typically the bottom of the cabinet is mounted 1200mm above finished floor level and is recessed into the wall with bottom and top ventilation into the cavity wall.

Within the WSC, a space is required for the optical receiver 300mm wide by 500mm high by 80mm deep. You must allow for this space over and above other equipment that your Builder/Telecommunications Contractor may install into the WSC. The optical receiver can be mounted on the inside of the door of the cabinet if required. If this option is chosen, the Builder/Telecommunications Contractor will need to provide a mounting plate on the door.

NB: Two 10 amp double GPOs are required to power the optical receiver and other equipment in the WSC.

It is the responsibility of the Builder/Telecommunications Contractor to provide these works.

Telephone Services - Telephone service via the optic fibre – at pre-plaster stage, your builder must provide Cat5e cable from each telephone point in the home to meet (star wired) at the WSC. A telephone socket (RJ45) socket must also be installed in the WSC configured in a 'mode 3' format for the security monitoring device.

Optional telephone service via Telstra – if Telstra provide wiring to the stage, a Telstra lead in will be required from the connect point at the front of the lot to the outside wall of the home 500mm above ground level within 1 metre of the electrical meter box on your home. From that point the Telstra line will continue directly to the WSC. This wiring will allow the resident to choose at any time to use either a copper wire service from Telstra or the VoIP service provided through the Club fibre infrastructure.

NB: Your alarm system wherever mounted must have a telephone socket mounted alongside for connection to either the Club's optical fibre or Telstra telephone network via a mode 3 switch.

Gate Intercom (Gated Communities only) - If residents build a home in a gated community using the ClubCOM telephony service (via the Club's optical fibre network), every telephone within the home can be used as a gate intercom. (In other words, every telephone can be used as a gate intercom and the remaining specifications below, regarding a nominated gate intercom, can be ignored.)

For gated communities electing to use Telstra rather than the Club's telephony service, an additional handset must be nominated as the gate intercom. This telephone handset must terminate at the WSC to allow communication with the gate. A normal analogue handset located in a general area wired with Cat5e cable is the typical installation. The presentation to the optical receiver in the WSC is by one RJ45 plug. It is the responsibility of your Builder/Telecommunications Contractor to provide these works.

Television – In fibre to the home stages no antenna is required, all TV is delivered via the fibre.

RG6 quad shield cable star wired (not loop or tap and drop) needs to run from each TV outlet location to the WSC. All terminations are to be F type and all splitters/couplers need to be located within the WSC. The presentation to the optical receiver is via one F type connector to be provided by the Builder or Telecommunications Contractor. The typical RF output level is 75dBµV +/- 2 dB. A high quality amplifier (capable of handling 60+ channels) may be required if a large number of outlets are required.

To take advantage of any future video on demand services, it is recommended to install a multi-media socket (two RJ45 and two RG6 plugs), with two Cat5e cables from each television outlet terminated RJ45 to the WSC and two RG6 quad shield star wired to the WSC. This will allow any combination of digital or analogue channels, FOXTEL or video on demand to be delivered to your TV.

For FOXTEL please run one RG6 quad shield cable to the roof and leave a loop in the roof to allow the FOXTEL installer to connect a dish on the roof of the property.

For assistance:

For general enquiries please contact ClubCOM Utilities on 1300 880 809 (manned 24 x 7) and ask for a message to be left for Brian Mollet or Ben Cummings.

If you need assistance with wiring, the Club recommends ClubLINKS Security and Comverge as preferred contractors for home wiring and security module installation.

Quotations for communications & security home wiring:

ClubLINKS Security Pty Ltd

Tel: 1300 880 809

Email: shcsecurity@clublinks.com.au

or

Comverge tel: 8706 0000 Email: helpdesk@comverge.com.au



7.6 Energy Efficiency

In designing your home, the residence can be made more comfortable to live throughout the year by working within the environment and creating living areas that maximise sun and shade factors depending on the season. As an example, the use of natural breezes to cool residences rather than the constant use of air conditioners should always be considered. Being aware of prevailing winds and north orientation can aid in the total environment created, along with cost efficiencies achieved with home running costs.

The ARC requires that a copy of the 5 Star Energy Rating Certificate for the dwelling be lodged prior to commencement of construction.

7.7 Transportable Buildings

Transportable buildings and 'granny flats' are not permitted.

Builders' site sheds are acceptable during the construction of the dwelling. Refer Wyndham City Council 'Working on a Building Site' guidelines.

7.8 Advertising Signage

- Signs for advertisement of products and businesses are not permitted on allotments, unless the ARC or Owner's Corporation has granted written approval;
- Any signs are to be in accordance with the sign board policy;
- Builders on site are required to display a sign which displays the lot number, building company name, contact person and contact details, during the construction period of the dwelling, and to be removed within 14 days of practical completion, or as instructed by the ARC; and
- A copy of the signboard policy is available from Sanctuary Lakes Club.

7.9 One Dwelling Per Allotment

You are allowed to build only one dwelling on each allotment. Further subdivision or the consolidation of allotments is not permitted. Lots designated for medium density construction are exempted from this requirement.

7.10 Certificate of Occupancy

At the completion of construction, you are required to provide to the ARC a copy of your Certificate of Occupancy.

7.11 Your Responsibility Prior and During Construction

Prior to construction, you are to ensure that your vacant lot is maintained in a neat and tidy condition. During the construction of the dwelling, you are required to ensure that your builder observe all the necessary requirements to keep the site neat and tidy. Your builder is to comply with all the requirements and constraints of the Wyndham City Council regulations.



8.0 ARC FEES AND CHARGES

An ARC levy is payable at the time each new lot is settled. This levy is \$990 (incl GST) in respect of stages.

This levy covers a lot owner making a preliminary application to the ARC for general comment about their design through to undertaking the final design assessment of the plans, which includes the following documents:

- Building design plans;
- External materials and colours;
- Landscape plan, (includes driveway, letterbox, fences);
- Security and communication network plan; and
- Plumbing and water recycling plan.

Should a lot owner choose to resubmit a new and different set of plans, then an additional final approval fee of \$990 (incl GST) will need to be provided with the application to enable assessment. The ARC will not accept the application without the fee being enclosed.

Should a lot owner submit a landscape plan after final approval has been granted, there is no additional fee charged, as this is included in the original settlement fee.

A miscellaneous approval fee of \$250 (plus GST) is charged for any other application made to the ARC such as garden sheds, cubby houses, air conditioning units, pools, tennis courts and extensions/renovations to existing buildings.

A miscellaneous approval fee is applied to lot owners that have received final approval but have failed to sign the contract agreement attached to their approval and returned this to the ARC office within the specified time. The lot owner in this situation is required to resubmit their building design plans and external materials and colours for assessment and approval by the Committee. Failure to sign the contract renders the original approval void and therefore non compliant.

All fees are to be made payable to 'ClubLINKS Pty Ltd'.

9.0 CHECKLIST

Before submitting your application and plans to the ARC for assessment, please ensure that all essential information is included with the documentation. This is important to avoid unnecessary delays due to lack of information and incomplete submission. Failure to provide this information will delay the assessment process and may incur additional costs.

9.1 Submission for Preliminary Assessment

- | | |
|---------------------------------|--------------------------|
| Cover letter | <input type="checkbox"/> |
| Completed application form | <input type="checkbox"/> |
| Site plan | <input type="checkbox"/> |
| Floor plan | <input type="checkbox"/> |
| All elevations | <input type="checkbox"/> |
| ARC fee payment (if applicable) | <input type="checkbox"/> |

9.2 Submission for Final Approval

- | | |
|-----------------------------------|--------------------------|
| Cover letter | <input type="checkbox"/> |
| Completed application form | <input type="checkbox"/> |
| External materials & colours form | <input type="checkbox"/> |
| Sample and colour charts | <input type="checkbox"/> |

Building Plans:

- | | |
|---|--------------------------|
| • A3 site plan (1:200 scale) | <input type="checkbox"/> |
| Building envelope and setbacks | <input type="checkbox"/> |
| Driveway and crossover | <input type="checkbox"/> |
| North point | <input type="checkbox"/> |
| Adjacent buildings | <input type="checkbox"/> |
| Location of services | <input type="checkbox"/> |
| Existing trees and posts | <input type="checkbox"/> |
| Parking bays | <input type="checkbox"/> |
| Footprint of building | <input type="checkbox"/> |
| Contours (if any) | <input type="checkbox"/> |
| • A3 floor plans (1:100 scale) | <input type="checkbox"/> |
| Calculations for building area | <input type="checkbox"/> |
| Calculations for site coverage | <input type="checkbox"/> |
| • A3 roof plan (1:100 scale) | <input type="checkbox"/> |
| • A3 All elevations (1:100 scale)
(indicate height of building) | <input type="checkbox"/> |
| • A3 sections (1:100 scale)
(indicate height of building) | <input type="checkbox"/> |
| • Shadow and overlooking diagrams
(only for double storey dwellings) | <input type="checkbox"/> |
| • ARC fee payment (if applicable) | <input type="checkbox"/> |
| • Asset bond deposit of \$1500 to the club | <input type="checkbox"/> |



NOTES



SANCTUARY LAKES RESORT HOMEOWNER BUILDING GUIDE APRIL 2011



Imaged Document Cover Sheet

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Application to register a plan of subdivision not related to acquisition by an acquiring authority

Section 22 Subdivision Act 1988

Subc **PS511700W** 8 989
10/09/2003 \$1813 PS


Lodged by:
Name: **MADDOCKS**
Phone: **9288 0555**
Address: **140 William Street Melbourne**
Ref: **DIR:MJD:524879**
Customer Code: **1167 E**



The applicant applies for registration of the plan described.

Land: *(Volume and Folio reference)*
Certificates of Title Volume 10699 Folio 963, Volume 10240 Folio 509 and Volume 10529 Folio 483 and ~~Lot 10743~~ **Volume 10743**
~~W on PS513895R being part of the land contained in certificates of title volume 10699 folios 964 and 967 Folio 384~~

Applicant: *(Full name and address including postcode)*
Sanctuary Lakes Pty Ltd of Greg Norman Drive, Sanctuary Lakes, 3030

Plan No: PS511700W **Stage No:** *(If applicable)*

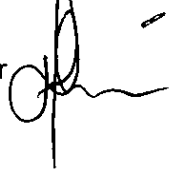
Municipal district in which land is located:
Wyndham City Council

Office use only

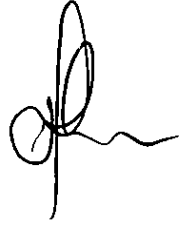
Date: **25/8/03**
Signed: **Macdock's**
Current Practitioner under the Legal Practice Act 1996


ORDER TO REGISTER AND CONSENTS

National Australia Bank Limited as Mortgagee under Mortgage No. AB695914P consents to the registration of the plan of subdivision referred to in the within application.

Manager 

To the Registrar of Titles. Please register this dealing and issue new titles to the National Australia Bank Limited.

Manager 
200Q


DPS511700W-1-1

PS

THE BACK OF THIS FORM MUST NOT BE USED

ADDITIONAL RULES

SANCTUARY LAKES RESORT CODE BODY CORPORATE RULES OF BODY CORPORATE NO. 1 PS511700W

1. INTERPRETATION

The Sanctuary Lakes Resort Code is to be interpreted having regard to the following objectives of the Developer and Sanctuary Lakes Residents Association Ltd:

- 1.1 enhancing the amenity of every Lot and Sub Lot on the Plan of Subdivision and every other lot and sub lot on other plans of subdivisions forming part of Sanctuary Lakes;
- 1.2 protecting and improving the investment of each Member;
- 1.3 ensuring compliance with the Sanctuary Lakes Homeowner Building Code;
- 1.4 operating a security system for each Residence;
- 1.5 maintaining and enhancing any landscaping for which the Body Corporate is responsible within the Plan of Subdivision;
- 1.6 maintaining and enhancing the Lake for the benefit of all Members and the owners of lots on other plans of subdivision forming part of Sanctuary Lakes until such time as Melbourne Water Corporation becomes responsible for the Lake; and
- 1.7 empowering the Developer to act on behalf of all Members to achieve all of the above, until such time as the Developer ceases to be the owner of a Lot on the Plan of Subdivision and any land in the development known as Sanctuary Lakes.

2. DEFINITIONS

In this Code unless the context otherwise requires the following definitions apply:

approved means approved of in writing by the SLARC;

Body Corporate means the Body Corporate created by the Plan of Subdivision or if more than one, the unlimited Body Corporate created by the Plan of Subdivision;

Bond means the amount of \$1,500 (exclusive of GST) or such other amount nominated from time to time by the SLARC for the purposes of asset protection.

Builders' Site Refuse Guidelines means the guidelines for disposal of all building refuse on all Lots on the Plan of Subdivision as amended from time to time by the SLARC established for the purposes of achieving the expressly stated objectives of the Code;

the Code means Sanctuary Lakes Resort Code;

Commence Construction means that all the following events have occurred:

- (a) survey pegs have been put in place; and

- (b) main water has been connected; and
- (c) Wyndham Local Law No. 3 has been complied with;

the Developer means Sanctuary Lakes Pty Ltd as the original owner and developer of the lots on the Plan of Subdivision, Links Sanctuary Lakes Pty Ltd and Resort Group Services Pty Ltd or its assignee;

Designated Medium Density Lot means a Lot designated for potential future resubdivision for medium density development on the Plan of Subdivision;

Golf Course means the Sanctuary Lakes golf course situated on land adjoining or in the vicinity of the Plan of Subdivision;

Golfside Lot means a Lot adjacent to the Golf Course;

Golfside Member means a Member who is an owner of a Golfside Lot ;

GST Act means A new Tax System (Goods and Services Tax) Act 1999 (as amended).

Lake means Sanctuary Lake or any other lake presently situated or to be constructed on the Developer's land within Sanctuary Lakes;

Lakeside Lot means a Lot adjacent to the Lake;

Lakeside Member means a Member who is the owner of a Lakeside Lot ;

Lot means any lot on the Plan of Subdivision including but not limited to a Sub Lot, a Golfside Lot, and a Lakeside Lot;

Member means a member of the Body Corporate who is the owner of any Lot or a Sub Lot on the Plan of Subdivision;

Plan of Subdivision means the Plan of Subdivision to which this Code is attached and such other plans of subdivision as may be merged with the Plan of Subdivision;

Previous Code means any Code registered at the Land Titles Office prior to this Code.

Regulations mean the *Subdivision (Body Corporate) Regulations 2001* as may be amended from time to time;

a Residence means one permanent non-transportable private residence;

Sanctuary Lakes Architectural Review Committee (SLARC) means a panel appointed by the Developer and comprising representatives of the Developer and a qualified architect for the purposes of assessing compliance by Members with the Sanctuary Lakes Homeowner Building Code;

Sanctuary Lakes Homeowner Building Code means the design, development and use controls for all Lots on the Plan of Subdivision as amended from time to time by the SLARC for the purposes of achieving the expressly stated objectives of this Code;

Sanctuary Lakes Resort Code means the Body Corporate Rules for the Body Corporate created by the Plan of Subdivision;

Settlement Date means the date of transfer of any Lot (other than a Sub-Lot) on the Plan of Subdivision by the Developer to a Member; and

Sub Lot means a lot created on an approved plan of resubdivision of a Designated Medium Density Lot.

3. DEVELOPMENT OF A LOT

Each Member of Body Corporate must do the following on each Lot of that Member:

3.1 Construct a residence

Commence Construction of a Residence on each and every Lot of the Member within three years of the Settlement Date for that Lot or, in the case of a Sub-Lot, within two years of creation of a separate title to the Sub-Lot.

3.2 Complete construction of a Residence

expeditiously complete construction of a Residence on a Lot within 12 months from the commencement of its construction to the satisfaction of the SLARC;

3.3 Maintenance

maintain the Lot and the nature strip by cutting grass and keeping the Lot and the nature strip in a safe and tidy condition to the satisfaction of the SLARC before and after completion of the Residence on that Lot;

3.4 No development other than a Residence

not develop the Lot for any purpose other than as one Residence with a garage and any necessary outbuildings and improvements other than those Lots which are Designated Medium Density Lots;

3.5 No Objection

not object to or appeal against any form of approval being granted for medium density residential development on a Designated Medium Density Lot;

3.6 Nature of Residence

ensure that a Residence constructed on a Lot complies with the following:

3.6.1 size

for a Lot greater than 450m² in total area, the minimum total floor area of a Residence must be 180m². The total floor area of a Residence for the purposes of this clause includes the external walls but excludes garages, verandahs and other enclosed areas;

3.6.2 garage

contains a garage making provision for fully enclosed and covered parking of not less than two motor vehicles, unless otherwise agreed to in writing by the SLARC. The garage on a Lot must match or complement the Residence on that Lot in respect of materials used, the design, external appearance, colour and the quality of construction;

3.6.3 external surfaces and materials of a residence

all external surfaces and materials of a Residence on a Lot must be approved of in writing by the SLARC before commencement of construction of a Residence;

3.6.4 security system

includes the supply and installation of a security monitoring system by Sanctuary Lakes Resort Services for the Residence which is:

- connected to a central monitoring station manned 24 hours per day (or such other time as is stipulated by the SLARC) by or on behalf of the Body Corporate; and
- approved of in writing by the SLARC.

3.7 No Works without Approval of Plans and Specifications and payment of Bond

not commence any works on a Lot unless and until plans and specifications of such works have been submitted to and approved of in writing by the SLARC and payment of the Bond amount is received and receipted by the SLARC. All plans submitted for approval by the SLARC must be of a minimum A3 size. Only original A3 size plans (or larger) will be approved by the SLARC;

3.8 Sanctuary Lakes Homeowner Building Code

comply with the Sanctuary Lakes Homeowner Building Code.

3.9 Builders' Site Refuse Guidelines

ensure that any builder of a Residence on that Member's Lot complies with the Builders' Site Refuse Guidelines;

3.10 Regular Inspection of Works

allow a representative of SLARC to conduct inspections as deemed necessary of any works in progress on a Lot for the purpose of ascertaining compliance with the approved plans and specifications for such works and with any of the rules of the Code;

3.11 Rectification of Non-Compliances

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 SLARC;

3.12 Cease Construction on Demand

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

3.13 Enforcement Costs

pay all costs incurred by the Body Corporate in respect of the enforcement of the Code in respect of the Member's Lot.

4. DESIGNATED MEDIUM DENSITY LOTS

Notwithstanding clause 3 of the Code, the Member of a Designated Medium Density Lot can subdivide the Designated Medium Density Lot provided that the Member first of all does the following:

- 4.1 submits plans and specifications for the re-subdivision and development of the Designated Medium Density Lot to the SLARC for approval;
- 4.2 ensures such plans and specifications do not include a plan of re-subdivision of the Designated Medium Density Lot which creates more than the approved number of new lots;
- 4.3 otherwise complies with the Code (except for such exemptions as the SLARC may grant) for each Sub Lot and such other requirements as the SLARC may reasonably impose in respect of each Sub Lot.

5. RESTRICTIONS ON DEVELOPMENT OF A LOT

The SLARC and each Member of the Body Corporate must not do or allow the following to be done on any Lot of that Member:

5.1 No Tennis Court/Exterior Lighting Without Approval

construct any tennis courts or associated exterior lighting on a Lot without the approval in writing of the SLARC;

5.2 Restrictions on Certain Kinds of Fences

- 5.2.1 construct any fence other than a fence approved in the Sanctuary Lakes Homeowner Building Code;
- 5.2.2 construct any fence forward of the building frontage setback line;
- 5.2.3 construct any fence forward of the building up to the building frontage setback line unless such fence is approved of in writing by the SLARC;

5.2.4 on any Lots with boundaries adjoining more than one road, construct any fence unless such fence is approved of in writing by the SLARC; and

5.2.5 on any Lots with boundaries on more than one road, remove the whole or any part of a fence erected by the Developer (being a type 1 or 2 or 4 fence as specified in the Sanctuary Lakes Home Owner Building Code) to create any form of access from the road to the Lot or to erect a letterbox or similar structure on or in such fence or on the former site of the whole or part of such a fence removed in breach of this clause;

5.3 Prohibition on Certain Sheds

construct any storage or other shed on a Lot which:

5.3.1 protrudes above boundary fence height and does not match or complement a Residence on that Lot and its fences in respect of colour and materials; or

5.3.2 is not located at the rear of a Residence on that Lot nor effectively screened from public view;

5.4 Restrictions on Equipment

install any air conditioning or evaporative cooler on a Lot unless the following applies:

5.4.1 it is contained wholly within a Residence on that Lot below the ridgeline of the roof or of similar colour to the roof; and

5.4.2 wherever possible not to be visible from the street frontage of that Lot;

5.5 Restrictions on Solar Hot Water Heaters

install a solar hot water heater on a Lot unless it fits the roof profile of the Residence on that Lot and is not elevated at an angle to the roof profile and otherwise matches or complements such Residence;

5.6 Restrictions on Installation of Clothesline/Rainwater Tank

install a clothesline or a rainwater tank on a Lot except in accordance with the manufacturer's instructions and in a location on that Lot which is not visible from adjoining public areas; and

5.7 Restrictions on Television Antenna/Radio Antenna/Satellite Dishes

install a television or radio antenna or satellite dish on a Lot unless located at the rear of a Residence on that Lot and one of the following applies:

- the installation is contained within the roof space between the ceiling of such Residence and the underside of the roof of such Residence; or

- the installation is screened or not visible from public view.

6. RESTRICTIONS ON OCCUPATION OF A LOT

Each Member of the Body Corporate must do and ensure that the following is done in relation to the use and occupation of each Lot of that Member:

6.1 Early Occupation of a Residence

occupy a Residence constructed on a Lot or arrange for such Residence to be occupied immediately following the completion of the Residence to the satisfaction of the SLARC;

6.2 Construction of Driveway

complete construction of a driveway and crossover between the road and the parking area on a Lot in accordance with the Sanctuary Lakes Homeowner Building Code and any requirements of the Wyndham City Council, prior to occupation of a Residence on that Lot;

6.3 Landscaping of a Lot

commence the proper landscaping of all ground areas of a Lot which are visible from the street frontage of that Lot (**visible areas**) within three months after the date of occupation of a Residence on that Lot and complete the same within six months after the date of occupation. **Proper landscaping** means that all visible areas must be cleared and grassed, planted or otherwise covered with a vegetation constituting a beautifying surface to the satisfaction of the SLARC;

6.4 Construct Fences & Garages

construct or install approved fences and/or garages on all rear and side boundaries to the building frontage setback line of a Lot prior to occupation of a Residence on that Lot;

6.5 No Rubbish Disposal Containers Unless Screened

ensure that any rubbish disposal container on a Lot is screened from public view except on days designated for rubbish collection;

7. RESTRICTIONS ON SALE

7.1 Each member of the Body Corporate must not sell a Lot within two years of the Settlement Date without completing construction of a Residence on that Lot in accordance with this Code, unless the Body Corporate is reasonably satisfied that one of the following applies:

7.1.1 the Member is selling that Lot to a relative of the Member. The term relative for the purposes of this clause means a person defined in section 3 of the Duties Act 2000;

7.1.2 the Member is forced to sell that Lot for one of the following reasons:

- 7.1.2.1 the financial indebtedness of a Member or a relative of a Member;
- 7.1.2.2 the death of a Member or a relative of a Member;
- 7.1.2.3 a Member is no longer able to live in the State of Victoria or
- 7.1.3 the Member is a registered builder who is selling a house and land package before or during construction of a Residence;
- 7.1.4 any other reason accepted by the Body Corporate;

provided always that the Member has provided a written request (in the form of a statutory declaration) to the Body Corporate or its manager fully stating the circumstances and that the Body Corporate has confirmed in writing that it is reasonably satisfied as to the contents of that statement before any sale proceeds.

- 7.2 A Member who is permitted to sell a Lot pursuant to Rule 7.1 must pay to the Body Corporate the sum of \$450 (GST exclusive) being the expenses of the Body Corporate in processing the house plans to be prepared for consideration by the SLARC.

8. AMENITY CONTROLS

Each member of the Body Corporate must not do any of the following:

8.1 No Breach of Homeowner Building Code

breach any of the Sanctuary Lakes Homeowner Building Code on a Lot or in the vicinity of a Lot;

8.2 Restrictions on Carparking

park or allow to be parked on a Lot or any road or any other land in the vicinity of a Lot any commercial vehicles (including but not limited to trucks, utilities, caravans, trailers, boats or any other mobile machinery) unless such commercial vehicles are housed or contained wholly within a carpark or garage on a Lot or parked in the driveway on a Lot and screened from public view;

8.3 No Vehicle Repairs

carry out or caused 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 commercial vehicles unless carried out at the rear of a residence on a Lot in a location which is screened from public view;

8.4 No Signs

erect or display any sign, boarding or advertising of any description whatsoever on a Lot (including a **For Sale** sign) unless the following applies:

- 8.4.1 a Residence has been completed on that Lot;
- 8.4.2 the consent in writing of the Developer has been obtained; and
- 8.4.3 the consent in writing of the SLARC has been obtained;

8.5 No Shared Fencing

if a Lot adjoins a public reserve, road, Lake or the Golf Course, claim any sum from the Developer by way of contribution to the costs of construction of a fence on the common boundary between a Lot and such public reserve, road, Lake or the Golf Course;

8.6 No Kikuyu Grass

plant nor allow any Kikuyu grass to be planted or grow on a Lot or in the vicinity of a Lot;

8.7 Not Neglect Garden Maintenance

neglect (as determined by the SLARC) the maintenance and care of the following:

- 8.7.1 any Residence or garage, or outbuildings constructed on a Lot; and
- 8.7.2 any open areas on a Lot which are visible to the public; and

8.8 Fencing

- 8.8.1 alter or remove any fence without SLARC's approval;
- 8.8.2 allow any fence to fall into a state of disrepair;
- 8.8.3 claim any cost of maintenance of or repairs to the fence from the Developer if the Developer is the owner of an adjoining Lot; nor
- 8.8.4 repair or renew the fence with any materials which are not of the same nature, quality and standard as those originally used for the construction thereof; and

9. GOLFSIDE LOTS

Each Member must not do the following in respect of a Lot:

9.1 No Claim for Loss or Damage

take any action or make any claim against the Developer as owner of the Golf Course or any subsequent owner or manager of the Golf Course or

the Body Corporate for any loss or damage suffered by a Member arising from the following:

- 9.1.1 the position of a Lot in relation to the Golf Course;
- 9.1.2 any inconvenience, danger or potential hazard in occupying a Lot arising from:
 - 9.1.2.1 an errant golf ball being hit on to a Lot;
 - 9.1.2.2 the need for maintenance works to be carried out by machinery operating on the Golf Course, whether during or outside normal hours of operation of the Golf Course;
 - 9.1.2.3 the staging of tournaments and corporate golf days;
 - 9.1.2.4 any other matter relating to the proximity of the Golf Course to a Lot; and

9.2 Golf Course Fence

to the extent that a Lot shares a common boundary with the Golf Course:

- 9.2.1 build any fence other than a fence approved by the SLARC (**the Golf Course Fence**);
- 9.2.2 alter or remove the Golf Course Fence;
- 9.2.3 allow the Golf Course Fence to fall into a state of disrepair;
- 9.2.4 claim any cost of maintenance of or repairs to the Golf Course Fence from the Developer or the owner for the time being of the Golf Course;
- 9.2.5 repair or renew the Golf Course Fence with any materials which are not of the same nature, quality and standard as those originally used for the construction thereof; and
- 9.2.6 construct any other boundary fence on a Lot which adjoins the Golf Course Fence unless any such boundary fence which is higher than the Golf Course Fence slopes downwards over a distance of not less than 3.0 metres to the same height of the Golf Course Fence at the point where the boundary fence joins the Golf Course Fence.

10. LAKESIDE LOTS

- 10.1 Each Lakeside Member of the Body Corporate must not take any action or make any claim against the Developer or any future owners or managers of the Lake or the Body Corporate for any loss or damage suffered by a Lakeside Member arising from the following:
 - 10.1.1 the proximity of a Lakeside Lot to the Lake; and

10.1.2 any inconvenience, danger or potential hazard in occupying a Lakeside Lot arising from the following:

10.1.2.1 the maintenance of the Lake and the lake edges; and

10.1.2.2 the use of the Lake by boats or for any other recreational purpose

except where such loss or damage is caused by the negligent act or omission of such persons.

10.2 Each Lakeside Member must not erect a jetty or a boat mooring structure on or in the vicinity of the Lake without the prior written consent of the Body Corporate, SLARC and all relevant authorities.

10.3 Each Lakeside Member must not construct any fence over the three metre easement surrounding the Lake other than an approved F3 type of removable poolside fence.

10.4 Each Lakeside Member must ensure that any gate erected on the Lot is kept closed when not in use.

10.5 Each Lakeside Member must ensure that any building contractor working on a Lot does not park, leave or drive a vehicle within 3 metres of the Lake edge wall.

11. BODY CORPORATE - PROVISION OF SERVICES AND LEVIES

Each Member of the Body Corporate agrees that:

11.1 the Body Corporate will provide the following services:

11.1.1 operate a security monitoring system covering the Residence on each Lot and Sub Lot which system is to be linked to a central monitoring station manned 24 hours per day;

11.1.2 if required by the relevant authorities (or agreed to by the Body Corporate with the relevant authorities), the maintenance, repair and improvement of the Lake at the cost of the Body Corporate;

11.1.3 the construction, repair and maintenance of such landscaping within the Plan of Subdivision as the Body Corporate is responsible for;

11.1.4 any other service or facility provided by the Body Corporate for the benefit of Members which is consistent with the stated objectives of this Code; and

11.1.5 construct, repair and maintain any private roads on common property;

11.2 the provision of such services by the Body Corporate will be paid for by all Members. The amount of the annual Body Corporate fees that are payable by each Member shall be established at the annual general

meeting of the Body Corporate. The fees for any works referred to in Rule 11.1.5 shall be paid by members into a sinking fund;

11.3 in the event that the Member fails to comply with Rule 3.1, the Members agree that:

11.3.1 the Member shall pay an additional body corporate charge of \$200.00 per month for the first 6 months that the Member is in breach of Rule 3.1; and

11.3.2 the Member shall pay an additional body corporate charge of \$350 per month for the following 6 months that a Member is in breach of Rule 3.1 and;

11.3.3 the Member shall pay an additional body corporate fee of \$500 for each and every month thereafter the member is in breach of Rule 3.1.

11.4 in the event that the Member fails to comply with Rule 8.4, the Members agree that:

11.4.1 the Body Corporate, its employees, contractors or agents are entitled to enter upon the Lot and remove any sign, boarding or advertising of any description that is erected or displayed on the Lot; and

11.4.2 the Body Corporate is entitled to recover the entire costs of removing the sign, boarding or advertising from the Member who owns the Lot;

11.5 in the event that the Member fails to comply with the Builders' Site Refuse Guidelines and any notice served upon the Member by Body Corporate in accordance with this Code, the Members agree that:

11.5.1 the Body Corporate is entitled to enter upon the Lot and clean up the Lot in accordance with the Builders Site Refuse Guidelines; and

11.5.2 the Body Corporate is entitled to recover the entire costs of cleaning up of the Lot from the Member who owns the Lot on the basis that such costs are a body corporate charge for which the Member solely benefits and is solely responsible for the payment of; and

- 11.6 the Developer shall not be liable for payment of any body corporate charges in respect of any Lots on the Plan of Subdivision, nor shall any Lots owned by the Developer be levied with such body corporate charges for the period of the Developer's ownership of the Lot. This is on the basis that any Lot in the ownership of the Developer is undeveloped and does not benefit from any services provided by the Body Corporate for so long as the Lot remains in the ownership of the Developer.

12. MEMBERS' CONSULTATIVE COMMITTEE

- 12.1 Subject to 12.4, the Developer may appoint a committee of Members (**the Members' Consultative Committee**) comprising of three Members with whom the Developer must consult in respect of issues arising from time to time out of the Code, including the enforcement of the Code and any proposed changes to the Code.
- 12.2 Each Member of the Members' Consultative Committee is appointed for a 12 month period or such lesser period as the Developer determines and is eligible for reappointment.
- 12.3 Subject to 12.4, if a Member of the Members' Consultative Committee ceases to be a committee member, the Developer is entitled to appoint successors from time to time.
- 12.4 The Members' Consultative Committee will cease to exist when the Developer is no longer registered and no longer entitled to be registered as proprietor of one or more of the Lots on the Plan of Subdivision or any land in the development known as Sanctuary Lakes.

13. DISPUTE RESOLUTION

In the event of a dispute about compliance by a Member with the Sanctuary Lakes Homeowner Building Code, the decision of the SLARC is final and binding upon the Members. No member has a right to appeal against, may seek a review of or otherwise challenge a decision of the SLARC.

14. NON-COMPLIANCE

- 14.1 If a Member has not complied with this Code within 14 days after service of a notice by the Body Corporate specifying any non-compliance, the Member agrees that:
- 14.1.1 the Member must allow the Body Corporate, its employees, contractors, or agents to enter the Lot and rectify the non-compliance;
- 14.1.2 the Member must pay to the Body Corporate any charges levied against the Member in respect of the costs incurred by the Body Corporate relating to the non-compliance including but not limited to the administrative costs, legal costs and the cost of any works performed to rectify the non-compliance which (until paid) are and shall be a charge on the Lot;
- 14.1.3 the Member must accept a certificate signed by the Secretary of the Body Corporate as prima facie proof of the costs and

expenses incurred by the Body Corporate relating to the Member's non-compliance with this Code;

- 14.1.4 the Member must pay interest at the rate of 2% below the rate prescribed under the Penalty Interests Rates Act 1983 on all moneys of the kind referred to in the Regulations outstanding under this Code until they are paid;
 - 14.1.5 any payments made for the purposes of this Code shall be appropriated first in payment of any interest and any unpaid costs and expenses of the Body Corporate and then be applied in repayment of the principal sum; and
 - 14.1.6 any costs incurred by the Body Corporate relating to the non-compliance of the Member are costs incurred in the performance of a service to that Member.
- 14.2 If a Member has not complied with this Code within 14 days after service of a notice from the Body Corporate pursuant to the preceding clause, the Body Corporate may take action in a Court of competent jurisdiction to compel the Member to comply with this Code.
- 14.3 If a Member has not complied with any Previous Codes, the Body Corporate may issue a notice specifying such non-compliance and the Member must rectify the non-compliance within 14 days after service of the notice.
- 14.4 If a Member has not complied with the Previous Codes within 14 days after service of a notice from the Body Corporate pursuant to Rule 14.3, the Body Corporate may enforce its rights under the non-compliance provisions of the Previous Codes.

15. GRANT OF PROXY AND ATTORNEY

Each Member of the Body Corporate must (if the Member has not already done so or if called upon by the Developer to do so) immediately do the following:

- 15.1 grant to the Company Secretary for the time being of the Developer or such other named individual as nominated by the Developer from time to time a proxy to vote at all meetings of the Body Corporate exercisable from the Settlement Date until the Developer is no longer registered and is no longer entitled to be registered as proprietor of one or more of the Lots on the Plan of Subdivision or any land in the development known as Sanctuary Lakes in the form prescribed by the Regulations;
- 15.2 grant to the Company Secretary for the time being of the Developer or such other named person as is nominated by the Developer from time to time (**Attorney**) an irrevocable, sole and enduring attorney exercisable from the Settlement Date until the Developer is no longer registered and is no longer entitled to be registered as proprietor of one or more of the Lots on the Plan of Subdivision or any land in the development known as Sanctuary Lakes on terms that:
 - 15.2.1 the Member irrevocably appoints the Attorney as his sole and enduring attorney (**the Attorney**) with power to do all matters or

- things of every kind and nature which the Member could do as a member of the Body Corporate;
- 15.2.2 the Member ratifies and agrees to ratify everything done or caused to be done by the Developer as Attorney under such power of attorney;
- 15.2.3 the Member indemnifies each Attorney on demand against each claim, action, proceeding, judgement, damage, loss, expense or liability incurred or suffered by or brought or made or recovered against the Attorney in connection with the exercise of any of the powers and authorities conferred by the power of attorney; and
- 15.2.4 the Member agrees and acknowledges that the Attorney may do all matters or things necessary to appoint the Attorney or any other named person as may be nominated by the Attorney as the proxy of the Member to vote at meetings of the Body Corporate until the Developer is no longer registered and is no longer entitled to be registered as proprietor of one or more of the Lots on the Plan of Subdivision or any land in the development known as Sanctuary Lakes if:
- 15.2.4.1 the Member has failed to properly appoint the Attorney as its proxy on the Settlement Date and each anniversary of the Settlement Date; or
- 15.2.4.2 the proxy has expired by operation of the Regulations or by any other means.
- 15.3 so long as the Developer is registered or entitled to be registered as proprietor of one or more of the lots on the Plan of Subdivision or any land in the development known as Sanctuary Lakes, a Member must not without the written consent of the Developer:
- 15.3.1 amend or cast any vote in favour of amending the rules of the Body Corporate;
- 15.3.2 exercise any of the rights, powers and privileges granted or accruing to the Member as a Member of the Body Corporate in any way prejudicial to the interests of the Developer;
- 15.4 the Member indemnifies its Attorney on demand against any claim, action, proceeding, judgement, damage, loss, expense or liability incurred or suffered by or brought or made or recovered against the Attorney in connection with the exercise of any of the powers or authorities confirmed by the proxy or attorney granted in accordance with this Code;
- 15.5 a Member and the Developer must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Code; and
- 15.6 The Member must, upon entering into any sale agreement in respect of the Lot or any interest in the Lot, ensure that the sale agreement provides for the transferee to grant a proxy and an attorney to the Developer on the same terms and conditions upon which the Member acquired the Lot or if

no such terms and conditions exist then on substantially the same terms and conditions as in this Rule 15 with whatsoever amendments made as are necessary to ensure that this Rule 15 is satisfied.

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ADDITIONAL RULES

SANCTUARY LAKES RESORT CODE

BODY CORPORATE RULES OF BODY CORPORATE NO. 2 PS511700W

1. INTERPRETATION

The Sanctuary Lakes Resort Code is to be interpreted having regard to the following objectives of the Developer and Sanctuary Lakes Residents Association Ltd (SLRA):

- 1.1 enhancing the amenity of every Lot and Sub Lot on the Plan of Subdivision and every other lot and sub lot on other plans of subdivisions forming part of Sanctuary Lakes;
- 1.2 protecting and improving the investment of each Member;
- 1.3 ensuring compliance with the Sanctuary Lakes Homeowner Building Code;
- 1.4 operating a central monitoring system for security purposes;
- 1.5 maintaining and enhancing any landscaping for which the Body Corporate is responsible within the Plan of Subdivision;
- 1.6 maintaining and enhancing the Lake for the benefit of all Members and the owners of lots on other plans of subdivision forming part of Sanctuary Lakes ; and
- 1.7 empowering the Developer to act on behalf of all Members to achieve all of the above, until such time as the Developer ceases to be the owner of a Lot on the Plan of Subdivision and any land in the development known as Sanctuary Lakes.

2. DEFINITIONS

In this Code unless the context otherwise requires the following definitions apply:

approved means approved of in writing by the Sanctuary Lakes Architectural Review Committee (SLARC);

Body Corporate means the Body Corporate created by the Plan of Subdivision or if more than one, the unlimited Body Corporate created by the Plan of Subdivision;

Body Corporate Assets means any assets on public or Common Property

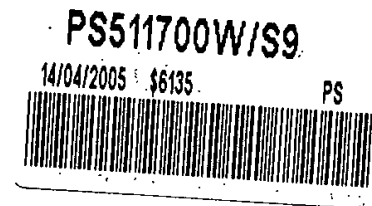
Bond means the amount of \$1,500 (exclusive of GST) or such other amount nominated from time to time by the SLARC for the purposes of non compliance and asset protection.

Builders' Site Refuse Guidelines means the guidelines for disposal of all building refuse on all Lots on the Plan of Subdivision as amended from time to time by the SLARC established for the purposes of achieving the expressly stated objectives of the Code;

the Code means Sanctuary Lakes Resort Code;

Commence Construction means that all the following events have occurred:

- (a) survey pegs have been put in place; and



- (b) main water has been connected; and
- (c) Wyndham Local Law No. 3 has been complied with;

Common Property means any areas of common area or property on plans of subdivision within Sanctuary Lakes

the Developer means Sanctuary Lakes Pty Ltd as the original owner and developer of the lots on the Plan of Subdivision, Links Sanctuary Lakes Pty Ltd and Resort Group Services Pty Ltd or its assignee;

Designated Medium Density Lot means a Lot designated for potential future resubdivision for medium density development on the Plan of Subdivision;

Golf Course means the Sanctuary Lakes golf course situated on land adjoining or in the vicinity of the Plan of Subdivision;

Golfside Lot means a Lot adjacent to the Golf Course;

Golfside Member means a Member who is an owner of a Golfside Lot ;

GST Act means *A new Tax System (Goods and Services Tax) Act 1999* (as may be amended from time to time).

House Rules means any rules that the Body Corporate may introduce for the operation of Recreational Facilities and the maintenance of Common Property or public areas within Sanctuary Lakes as amended from time to time.

Lake means Sanctuary Lake or any other lake presently situated or to be constructed on the Developer's land within Sanctuary Lakes;

Lakeside Lot means a Lot adjacent to the Lake;

Lakeside Member means a Member who is the owner of a Lakeside Lot ;

Lot means any lot on the Plan of Subdivision including but not limited to a Sub Lot, a Golfside Lot, and a Lakeside Lot;

Member means a member of the Body Corporate who is the owner of any Lot or a Sub Lot on the Plan of Subdivision;

Plan of Subdivision means the Plan of Subdivision to which this Code is attached and such other plans of subdivision as may be merged with the Plan of Subdivision;

Previous Code means any Code registered at the Land Titles Office prior to this Code.

Regulations mean the *Subdivision (Body Corporate) Regulations 2001* as may be amended from time to time;

a Residence means one permanent non-transportable private residence;

Sanctuary Lakes Architectural Review Committee (SLARC) means a panel appointed by the Developer and comprising representatives of the Developer and a qualified architect for the purposes of assessing compliance by Members with the Sanctuary Lakes Homeowner Building Code;

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Sanctuary Lakes Homeowner Building Code means the design, development and use controls for all Lots on the Plan of Subdivision as amended from time to time by the SLARC for the purposes of achieving the expressly stated objectives of this Code;

Sanctuary Lakes Landscape Master Plan means the landscaping plan adopted by the Developer for the design of landscaping at Sanctuary Lakes as amended from time to time;

Sanctuary Lakes Resort Code means the Body Corporate Rules for the Body Corporate created by the Plan of Subdivision;

Settlement Date means the date of transfer of any Lot (other than a Sub-Lot) on the Plan of Subdivision by the Developer to a Member; and

Sub Lot means a lot created on an approved plan of resubdivision of a Designated Medium Density Lot.

3. DEVELOPMENT OF A LOT

Each Member of Body Corporate must do the following on each Lot of that Member:

3.1 Construct a residence

Commence Construction of a Residence on each and every Lot of the Member within three years of the Settlement Date for that Lot or, in the case of a Sub-Lot, within two years of creation of a separate title to the Sub-Lot.

3.2 Complete construction of a Residence

expeditiously complete construction of a Residence on a Lot within 12 months from the commencement of its construction to the satisfaction of the SLARC;

3.3 Maintenance

maintain the Lot and the nature strip by cutting grass and keeping the Lot and the nature strip in a safe and tidy condition to the satisfaction of the SLARC before, during and after completion of the Residence on that Lot;

3.4 No development other than a Residence

not develop the Lot for any purpose other than as one Residence with a garage and any necessary outbuildings and improvements other than those Lots which are Designated Medium Density Lots;

3.5 No Objection

not object to or appeal against any form of approval being granted for medium density residential development on a Designated Medium Density Lot;

3.6 Nature of Residence

ensure

3.6.1 size

that a Residence on a Lot greater than 450m² in total area, the minimum total floor area of a Residence must be 180m². The total

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floor area of a Residence for the purposes of this clause includes the external walls but excludes garages, verandahs and other enclosed areas;

3.6.2 garage

that a residence contains a garage making provision for fully enclosed and covered parking of not less than two motor vehicles, unless otherwise agreed to in writing by the SLARC. The garage on a Lot must match or complement the Residence on that Lot in respect of materials used, the design, external appearance, colour and the quality of construction;

3.6.3 external surfaces and materials of a residence

that approval for all external surfaces and materials of a Residence on a Lot must be approved of in writing by the SLARC at the time that the plans for the Residence are submitted to the SLARC for approval;

3.6.4 security system

that a Residence includes the supply and installation of a security monitoring system by Sanctuary Lakes Resort Services (or its nominee) for the Residence which is:

3.6.4.1 connected to a central monitoring station manned 24 hours per day (or such other time as is stipulated by the SLARC) by or on behalf of the Body Corporate; and

3.6.4.2 approved of in writing by the SLARC prior to installation;

3.6.5 communication system

where your lot is abutting Common Property or is within a gated community you must supply and install the current communication infrastructure required by Sanctuary Lakes Resort Services or its nominee for the residence which must be approved in writing by the SLARC or the body corporate prior to installation.

3.7 No Works without Approval of Plans and Specifications and payment of Bond

that no works commence on a Lot unless and until plans and specifications of such works have been submitted to and approved of in writing by the SLARC and payment of the Bond amount is received and receipted by the SLARC. All plans submitted for approval by the SLARC must be of a minimum A3 size. Only original A3 size plans (or larger) will be approved by the SLARC. The Member shall have the Bond amount refunded upon production of the Certificate of Occupancy and upon final inspection by the SLARC that the Residence complies with the plans approved by the SLARC and that there has been no damage to the Body Corporate Assets on or in the vicinity of the Members Lot ;



3.8 Sanctuary Lakes Homeowner Building Code

that a Residence complies with the Code.

3.9 Builders' Site Refuse Guidelines

that any builder of a Residence on that Member's Lot complies with the Builders' Site Refuse Guidelines;

3.10 Regular Inspection of Works

that a representative of SLARC or Body Corporate is allowed to conduct inspections as deemed necessary of any works in progress on a Lot for the purpose of ascertaining compliance with the approved plans and specifications for such works and with any of the rules of the Code;

3.11 Rectification of Non-Compliances

that any non-compliance with the approved plans and specifications for the works is rectified in accordance with any written notice served on the Member by the SLARC or Body Corporate;

3.12 Cease Construction on Demand

that construction of works on a Lot ceases if required by any written notice served by the SLARC pending resolution of any dispute about a non-compliance with the approved plans and specifications for the Lot;

3.13 Enforcement Costs

all costs incurred by the Body Corporate in respect of the enforcement of the Code in respect of the Member's Lot is paid; and

3.14 Application

notwithstanding the above provisions this rule 3, sub rules 3.1 to 3.13 have no application to lot 382 on plan of subdivision no417942v.

4. DESIGNATED MEDIUM DENSITY LOTS

Notwithstanding clause 3 of the Code, the Member of a Designated Medium Density Lot can subdivide the Designated Medium Density Lot provided that the Member first of all does the following:

4.1 submits plans and specifications for the re-subdivision and development of the Designated Medium Density Lot to the SLARC for approval;

4.2 ensures such plans and specifications do not include a plan of re-subdivision of the Designated Medium Density Lot which creates more than the approved number of new lots;

4.3 otherwise complies with the Code (except for such exemptions as the SLARC may grant) for each Sub Lot and such other requirements as the SLARC may reasonably impose in respect of each Sub Lot.

4.4 ensures that any costs associated with assets specific to that site such as a pool or gym are paid my that member' and any future costs associated with

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the maintenance or construction of such facilities are included in the levies charged on a Sub Lot.

Each Member that owns a Sub Lot must:

- 4.5 comply, and ensure that the occupier of that Sub Lot complies, with the House Rules applicable to that Sub Lot, as amended from time to time by the Body Corporate;

5. RESTRICTIONS ON DEVELOPMENT OF A LOT

The SLARC and each Member of the Body Corporate must not do or allow the following to be done on any Lot of that Member:

5.1 No Tennis Court/Exterior Lighting Without Approval

construct any tennis courts or associated exterior lighting on a Lot without the approval in writing of the SLARC;

5.2 Restrictions on Certain Kinds of Fences

5.2.1 construct any fence other than a fence approved in the Sanctuary Lakes Homeowner Building Code;

5.2.2 construct any fence forward of the building frontage setback line;

5.2.3 construct any fence forward of the building up to the building frontage setback line unless such fence is approved of in writing by the SLARC;

5.2.4 on any Lots with boundaries adjoining more than one road, construct any fence unless such fence is approved of in writing by the SLARC; and

5.2.5 on any Lots with boundaries on more than one road, remove the whole or any part of a fence erected by the Developer (being a type 1 or 2 or 4 fence as specified in the Sanctuary Lakes Home Owner Building Code) to create any form of access from the road to the Lot or erect a letterbox or similar structure on or in such fence or on the former site of the whole or part of such a fence removed in breach of this clause;

5.3 Prohibition on Certain Sheds

construct any storage or other shed on a Lot which:

5.3.1 protrudes above boundary fence height and does not match or complement a Residence on that Lot and its fences in respect of colour and materials; or

5.3.2 is not located at the rear of a Residence on that Lot or effectively screened from public view;

5.4 Restrictions on Equipment

install any air conditioning or evaporative cooler on a Lot unless:

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5.4.1 it is contained wholly within a Residence on that Lot below the ridgeline of the roof or of similar colour to the roof; and

5.4.2 wherever possible it is not visible from the street frontage of that Lot;

5.5 Restrictions on Solar Hot Water Heaters

install a solar hot water heater on a Lot unless it fits the roof profile of the Residence on that Lot and is not elevated at an angle to the roof profile and otherwise matches or complements such Residence;

5.6 Restrictions on Installation of Clothesline/Rainwater Tank

install a clothesline or a rainwater tank on a Lot except in accordance with the manufacturer's instructions and it is in a location on that Lot which is not visible from adjoining public areas; and

5.7 Restrictions on Television Antenna/Radio Antenna/Satellite Dishes

install a television or radio antenna or satellite dish on a Lot unless located at the rear of a Residence on that Lot and:

5.7.1 the installation is contained within the roof space between the ceiling of such Residence and the underside of the roof of such Residence; or

5.7.2 the installation is screened and not visible from public view.

6. RESTRICTIONS ON OCCUPATION OF A LOT

Each Member of the Body Corporate must do and ensure that the following is done in relation to the use and occupation of each Lot of that Member:

6.1 Early Occupation of a Residence

occupy a Residence constructed on a Lot or arrange for such Residence to be occupied immediately following the completion of the Residence to the satisfaction of the SLARC;

6.2 Construction of Driveway

complete construction of a driveway and crossover between the road and the parking area on a Lot in accordance with the Sanctuary Lakes Homeowner Building Code and any requirements of the Wyndham City Council, prior to occupation of a Residence on that Lot;

6.3 Landscaping of a Lot

commence the proper landscaping of all ground areas of a Lot including the nature strip, which are visible from the street frontage of that Lot (**visible areas**) within three months after the date of occupation of a Residence on that Lot and complete the same within six months after the date of occupation. **Proper landscaping** means that all visible areas must be cleared and grassed, planted or otherwise covered with a vegetation constituting a beautifying surface to the satisfaction of the SLARC and in accordance with the Sanctuary Lakes Landscape Master Plan;

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6.4 Construct Fences & Garages

construct or install approved fences and/or garages on all rear and side boundaries to the building frontage setback line of a Lot prior to occupation of a Residence on that Lot;

6.5 No Rubbish Disposal Containers Unless Screened

ensure that any rubbish disposal container on a Lot is screened from public view except on days designated for rubbish collection;

7. RESTRICTIONS ON SALE

7.1 Each member of the Body Corporate must not sell a Lot within two years of the Settlement Date without completing construction of a Residence on that Lot in accordance with this Code, unless the Body Corporate is reasonably satisfied that one of the following applies:

7.1.1 the Member is selling that Lot to a related person of the Member. The term related person for the purposes of this clause means a person defined in section 3 of the Duties Act 2000;

7.1.2 the Member is forced to sell that Lot for one of the following reasons:

7.1.2.1 the financial indebtedness of a Member or a relative of a Member;

7.1.2.2 the death of a Member or a relative of a Member;

7.1.2.3 a Member is no longer able to live in the State of Victoria or

7.1.3 the Member is a registered builder who is selling a house and land package before or during construction of a Residence;

7.1.4 any other reason accepted by the Body Corporate;

provided always that the Member has provided a written request (in the form of a statutory declaration together with any supporting information) to the Body Corporate or its manager fully stating the circumstances and the Body Corporate has confirmed in writing that it is reasonably satisfied as to the contents of that statement and approves the request to sell before any sale proceeds.

7.2 A Member who is permitted to sell a Lot pursuant to Rule 7.1 must pay to the Body Corporate:

7.2.1 the sum of \$450 (GST exclusive) being the expenses of the Body Corporate in processing the house plans to be prepared for consideration by the SLARC; and

7.2.2 the sum of \$120 per month for any portion of the two year period that remains at the time the request to on-sell is made.

8. AMENITY CONTROLS

Each member of the Body Corporate or the occupant of a Members Lot must not do any of the following:

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8.1 No Breach of Homeowner Building Code

breach any of the Code with respect to a Lot or in the vicinity of any Lot;

8.2 Restrictions on Carparking

park or allow to be parked on a Lot or any road or any other land in the vicinity of a Lot any commercial vehicles (including but not limited to trucks, utilities, caravans, trailers, boats or any other mobile machinery) unless such commercial vehicles are housed or contained wholly within a carpark or garage on a Lot or parked in the driveway on a Lot and screened from public view;

8.3 No Vehicle Repairs

carry out or caused to be carried out on a Lot or on any road or any other land in the vicinity of a Lot any dismantling, assembling, repair or restoration of commercial vehicles unless carried out at the rear of a residence on a Lot in a location which is screened from public view;

8.4 No Signs

erect or display any sign, boarding or advertising of any description whatsoever on a Lot (including a **For Sale** sign) unless the following applies:

8.4.1 two years have passed since the Settlement Date of such Lot or a Residence has been completed on that Lot; and

8.4.2 the written consent of the Developer has been obtained; and

8.4.3 the written consent of the SLARC has been obtained;

8.5 No Shared Fencing

if a Lot adjoins a public reserve, road, Lake or the Golf Course, claim any sum from the Developer by way of contribution to the costs of construction of a fence on the common boundary between a Lot and such public reserve, road, Lake or the Golf Course;

8.6 No Kikuyu Grass

plant nor allow any Kikuyu grass to be planted or grow on a Lot or in the vicinity of a Lot;

8.7 Not Neglect Garden Maintenance

neglect (as determined by the SLARC) the maintenance and care of the following:

8.7.1 any Residence or garage, or outbuildings constructed on a Lot; and

8.7.2 any open areas on a Lot which are visible to the public;

8.8 Fencing

8.8.1 alter or remove any fence without SLARC's approval;

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- 8.8.2 allow any fence to fall into a state of disrepair;
- 8.8.3 claim any cost of maintenance of or repairs to the fence from the Developer if the Developer is the owner of an adjoining Lot; nor
- 8.8.4 repair or renew the fence with any materials which are not of the same nature, quality and standard as those originally used for the construction thereof;

9. GOLFSIDE LOTS

Each Member must not do the following in respect of a Lot:

9.1 No Claim for Loss or Damage

take any action or make any claim against the Developer as owner of the Golf Course or any subsequent owner or manager of the Golf Course or the Body Corporate for any loss or damage suffered by a Member arising from the following:

- 9.1.1 the position of a Lot in relation to the Golf Course;
- 9.1.2 any inconvenience, danger or potential hazard in occupying a Lot arising from:
 - 9.1.2.1 an errant golf ball being hit on to a Lot;
 - 9.1.2.2 the need for maintenance works to be carried out by machinery operating on the Golf Course, whether during or outside normal hours of operation of the Golf Course;
 - 9.1.2.3 the staging of tournaments and corporate golf days;
 - 9.1.2.4 any other matter relating to the proximity of the Golf Course to a Lot; and

9.2 Golf Course Fence

to the extent that a Lot shares a common boundary with the Golf Course:

- 9.2.1 build any fence other than a fence approved by the SLARC (**the Golf Course Fence**);
- 9.2.2 alter or remove the Golf Course Fence;
- 9.2.3 allow the Golf Course Fence to fall into a state of disrepair;
- 9.2.4 claim any cost of maintenance of or repairs to the Golf Course Fence from the Developer or the owner for the time being of the Golf Course;
- 9.2.5 repair or renew the Golf Course Fence with any materials which are not of the same nature, quality and standard as those originally used for the construction thereof; and
- 9.2.6 construct any other boundary fence on a Lot which adjoins the Golf Course Fence unless any such boundary fence which is higher than

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the Golf Course Fence slopes downwards over a distance of not less than 3.0 metres to the same height of the Golf Course Fence at the point where the boundary fence joins the Golf Course Fence.

10. LAKESIDE LOTS

10.1 Each Lakeside Member of the Body Corporate must not take any action or make any claim against the Developer or any future owners or managers of the Lake or the Body Corporate for any loss or damage suffered by a Lakeside Member arising from the following:

10.1.1 the proximity of a Lakeside Lot to the Lake; and

10.1.2 any inconvenience, danger or potential hazard in occupying a Lakeside Lot arising from the following:

10.1.2.1 the maintenance of the Lake and the lake edges; and

10.1.2.2 the use of the Lake by boats or for any other recreational purpose

except where such loss or damage is caused by the negligent act or omission of such persons.

10.2 Each Lakeside Member must not erect a jetty or a boat mooring structure on or in the vicinity of the Lake without the prior written consent of the Body Corporate, SLARC and all relevant authorities.

10.3 Each Lakeside Member must not construct any fence over the three metre easement surrounding the Lake other than an approved F3 type of removable poolside fence.

10.4 Each Lakeside Member must ensure that any gate erected on the Lot is kept closed when not in use.

10.5 Each Lakeside Member must ensure that any building contractor working on a Lot does not park, leave or drive a vehicle within 3 metres of the Lake edge wall.

11. BODY CORPORATE - PROVISION OF SERVICES AND LEVIES

Each Member of the Body Corporate agrees that:

11.1 the Body Corporate will provide the following services:

11.1.1 operate a security monitoring system covering the Residence on each Lot and Sub Lot such system is to be linked to a central monitoring station manned 24 hours per day;

11.1.2 if required by the relevant authorities (or agreed to by the Body Corporate with the relevant authorities), the maintenance, repair and improvement of the Lake at the cost of the Body Corporate;

11.1.3 the construction, repair and maintenance of such landscaping within the Plan of Subdivision as the Body Corporate is responsible for;

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- 11.1.4 any other service or facility provided by the Body Corporate for the benefit of Members which is consistent with the stated objectives of this Code; and
- 11.1.5 construct, repair and maintain any private roads on common property;
- 11.2 the provision of such services by the Body Corporate will be paid for by all Members. The amount of the annual Body Corporate fees that are payable by each Member shall be established at the annual general meeting of the Body Corporate. The fees for any works referred to in Rule 11.1.5 shall be paid by members into a sinking fund;
- 11.3 the Body Corporate can charge interest on money owed by a member to the Body Corporate after the due date for fees or charges, at a rate that is 2% less than the rate at the time being fixed under Section 2 of the *Penalty Interest Rates Act 1983*;
- 11.4 in the event that the Member fails to comply with Rule 3.1, the Members agree that:
 - 11.4.1 the Member shall pay an additional body corporate charge of \$200.00 per month for the first 6 months that the Member is in breach of Rule 3.1; and
 - 11.4.2 the Member shall pay an additional body corporate charge of \$350 per month for the following 6 months that a Member is in breach of Rule 3.1 and;
 - 11.4.3 the Member shall pay an additional body corporate fee of \$500 for each and every month thereafter the member is in breach of Rule 3.1.
- 11.5 in the event that the Member fails to comply with Rule 8.4, the Members agree that:
 - 11.5.1 the Body Corporate, its employees, contractors or agents are entitled to enter upon the Lot and remove any sign, boarding or advertising of any description that is erected or displayed on the Lot; and
 - 11.5.2 the Body Corporate is entitled to recover the entire costs of removing the sign, boarding or advertising from the Member who owns the Lot;
- 11.6 in the event that the Member or their builder fails to comply with the Builders' Site Refuse Guidelines and any notice served upon the Member by the Body Corporate in accordance with this Code, the Members agree that:
 - 11.6.1 the Body Corporate is entitled to enter upon the Lot or surrounding areas and clean up the Lot in accordance with the Builders Site Refuse Guidelines; and
 - 11.6.2 the Body Corporate is entitled to recover the entire costs of cleaning up of the Lot or surrounding areas from the Member who owns the Lot on the basis that such costs are a body corporate charge for which the Member solely benefits and is solely responsible for the payment of:

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- 11.7 the Developer shall not be liable for payment of any body corporate charges in respect of any Lots on the Plan of Subdivision, nor shall any Lots owned by the Developer be levied with such body corporate charges for the period of the Developer's ownership of the Lot. This is on the basis that any Lot in the ownership of the Developer is undeveloped and does not benefit from any services provided by the Body Corporate for so long as the Lot remains in the ownership of the Developer.

12. MEMBER'S CONSULTATIVE COMMITTEE

- 12.1 Subject to 12.4, the Developer may appoint a committee of Members (**the Members' Consultative Committee**) comprising of three Members with whom the Developer must consult in respect of issues arising from time to time out of the Code, including the enforcement of the Code and any proposed changes to the Code.
- 12.2 Each Member of the Members' Consultative Committee is appointed for a 12 month period or such lesser period as the Developer determines and is eligible for reappointment.
- 12.3 Subject to 12.4, if a Member of the Members' Consultative Committee ceases to be a committee member, the Developer is entitled to appoint successors from time to time.
- 12.4 The Members' Consultative Committee will cease to exist when the Developer is no longer registered and no longer entitled to be registered as proprietor of one or more of the Lots on the Plan of Subdivision or any land in the development known as Sanctuary Lakes.

13. DISPUTE RESOLUTION

In the event of a dispute about compliance by a Member with the Sanctuary Lakes Homeowner Building Code, the decision of the SLARC is final and binding upon the Members. No member has a right to appeal against, may seek a review of or otherwise challenge a decision of the SLARC.

14. NON-COMPLIANCE

- 14.1 If a Member has not complied with this Code within 14 days after service of a notice by the Body Corporate specifying any non-compliance, the Member agrees that:
- 14.1.1 the Member must allow the Body Corporate, its employees, contractors, or agents to enter the Lot and rectify the non-compliance;
 - 14.1.2 the Member must pay an additional charge of \$200.00 for each and every month that the Member has not complied with the notice;
 - 14.1.3 the Member must pay to the Body Corporate any charges levied against the Member in respect of the costs incurred by the Body Corporate relating to the non-compliance including but not limited to the administrative costs, legal costs and the cost of any works performed to rectify the non-compliance which (until paid) are and shall be a charge on the Lot;

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- 14.1.4 the Member must accept a certificate signed by the Secretary of the Body Corporate as prima facie proof of the costs and expenses incurred by the Body Corporate relating to the Member's non-compliance with this Code;
- 14.1.5 the Member must pay interest at the rate of 2% below the rate prescribed under the Penalty Interests Rates Act 1983 on all moneys of the kind referred to in the Regulations outstanding under this Code until they are paid;
- 14.1.6 any payments made for the purposes of this Code shall be appropriated first in payment of any interest and any unpaid costs and expenses of the Body Corporate and then be applied in repayment of the principal sum; and
- 14.1.7 any costs incurred by the Body Corporate relating to the non-compliance of the Member are costs incurred in the performance of a service to that Member.
- 14.2 If a Member has not complied with this Code within 14 days after service of a notice from the Body Corporate pursuant to the preceding clause, the Body Corporate may take action in a Court of competent jurisdiction to compel the Member to comply with this Code.
- 14.3 If a Member has not complied with any Previous Codes, the Body Corporate may issue a notice specifying such non-compliance and the Member must rectify the non-compliance within 14 days after service of the notice.
- 14.4 If a Member has not complied with the Previous Codes within 14 days after service of a notice from the Body Corporate pursuant to Rule 14.3, the Body Corporate may enforce its rights under the non-compliance provisions of the Previous Codes.

15. GRANT OF PROXY AND ATTORNEY

Each Member of the Body Corporate must (if the Member has not already done so or if called upon by the Developer to do so) immediately do the following:

- 15.1 grant to the Company Secretary for the time being of the Developer or such other named individual as nominated by the Developer from time to time a proxy to vote at all meetings of the Body Corporate exercisable from the Settlement Date until the Developer is no longer registered and is no longer entitled to be registered as proprietor of one or more of the Lots on the Plan of Subdivision or any land in the development known as Sanctuary Lakes in the form prescribed by the Regulations;
- 15.2 grant to the Company Secretary for the time being of the Developer or such other named person as is nominated by the Developer from time to time (**Attorney**) an irrevocable, sole and enduring attorney exercisable from the Settlement Date until the Developer is no longer registered and is no longer entitled to be registered as proprietor of one or more of the Lots on the Plan of Subdivision or any land in the development known as Sanctuary Lakes on terms that:
 - 15.2.1 the Member irrevocably appoints the Attorney as his sole and enduring attorney (**the Attorney**) with power to do all matters or

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things of every kind and nature which the Member could do as a member of the Body Corporate;

15.2.2 the Member ratifies and agrees to ratify everything done or caused to be done by the Developer as Attorney under such power of attorney;

15.2.3 the Member indemnifies each Attorney on demand against each claim, action, proceeding, judgement, damage, loss, expense or liability incurred or suffered by or brought or made or recovered against the Attorney in connection with the exercise of any of the powers and authorities conferred by the power of attorney; and

15.2.4 the Member agrees and acknowledges that the Attorney may do all matters or things necessary to appoint the Attorney or any other named person as may be nominated by the Attorney as the proxy of the Member to vote at meetings of the Body Corporate until the Developer is no longer registered and is no longer entitled to be registered as proprietor of one or more of the Lots on the Plan of Subdivision or any land in the development known as Sanctuary Lakes if:

15.2.4.1 the Member has failed to properly appoint the Attorney as its proxy on the Settlement Date and each anniversary of the Settlement Date; or

15.2.4.2 the proxy has expired by operation of the Regulations or by any other means.

15.3 so long as the Developer is registered or entitled to be registered as proprietor of one or more of the lots on the Plan of Subdivision or any land in the development known as Sanctuary Lakes, a Member must not without the written consent of the Developer:

15.3.1 amend or cast any vote in favour of amending the rules of the Body Corporate;

15.3.2 exercise any of the rights, powers and privileges granted or accruing to the Member as a Member of the Body Corporate in any way prejudicial to the interests of the Developer;

15.4 the Member indemnifies its Attorney on demand against any claim, action, proceeding, judgement, damage, loss, expense or liability incurred or suffered by or brought or made or recovered against the Attorney in connection with the exercise of any of the powers or authorities confirmed by the proxy or attorney granted in accordance with this Code;

15.5 a Member and the Developer must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Code; and

15.6 the Member must, upon entering into any sale agreement in respect of the Lot or any interest in the Lot, ensure that the sale agreement provides for the transferee to grant a proxy and an attorney to the Developer on the same terms and conditions upon which the Member acquired the Lot or if no such terms and conditions exist then on substantially the same terms and conditions as in this Rule 15 with whatsoever amendments made as are necessary to ensure that this Rule 15 is satisfied.

SANCTUARY LAKES RESORT CODE
BODY CORPORATE RULES OF BODY CORPORATE NO. 3 PS511700W

1. INTERPRETATION

The Sanctuary Lakes Resort Code is to be interpreted having regard to the following objectives of the Developer and Sanctuary Lakes Residents Association Ltd (SLRA):

- 1.1 enhancing the amenity of every Lot and Sub Lot on the Plan of Subdivision and every other lot and sub lot on other plans of subdivisions forming part of Sanctuary Lakes;
- 1.2 protecting and improving the investment of each Member;
- 1.3 ensuring compliance with the Sanctuary Lakes Homeowner Building Code;
- 1.4 operating a central monitoring system for security purposes;
- 1.5 maintaining and enhancing any landscaping for which the Body Corporate is responsible within the Plan of Subdivision;
- 1.6 maintaining and enhancing the Lake for the benefit of all Members and the owners of lots on other plans of subdivision forming part of Sanctuary Lakes ; and
- 1.7 empowering the Developer to act on behalf of all Members to achieve all of the above, until such time as the Developer ceases to be the owner of a Lot on the Plan of Subdivision and any land in the development known as Sanctuary Lakes.

2. DEFINITIONS

In this Code unless the context otherwise requires the following definitions apply:

approved means approved of in writing by the Sanctuary Lakes Architectural Review Committee (SLARC);

Body Corporate means the Body Corporate created by the Plan of Subdivision or if more than one, the unlimited Body Corporate created by the Plan of Subdivision;

Body Corporate Assets means any assets on public or Common Property

Bond means the amount of \$1,500 (exclusive of GST) or such other amount nominated from time to time by the SLARC for the purposes of non compliance and asset protection.

Builders' Site Refuse Guidelines means the guidelines for disposal of all building refuse on all Lots on the Plan of Subdivision as amended from time to time by the SLARC established for the purposes of achieving the expressly stated objectives of the Code;

the Code means Sanctuary Lakes Resort Code;

Commence Construction means that all the following events have occurred:

- (a) survey pegs have been put in place; and

(b) main water has been connected; and

(c) Wyndham Local Law No. 3 has been complied with;

Common Property means any areas of common area or property on plans of subdivision within Sanctuary Lakes

the Developer means Sanctuary Lakes Pty Ltd as the original owner and developer of the lots on the Plan of Subdivision, Links Sanctuary Lakes Pty Ltd and Resort Group Services Pty Ltd or its assignee;

Designated Medium Density Lot means a Lot designated for potential future resubdivision for medium density development on the Plan of Subdivision;

Golf Course means the Sanctuary Lakes golf course situated on land adjoining or in the vicinity of the Plan of Subdivision;

Golfside Lot means a Lot adjacent to the Golf Course;

Golfside Member means a Member who is an owner of a Golfside Lot ;

GST Act means *A new Tax System (Goods and Services Tax) Act 1999* (as may be amended from time to time).

House Rules means any rules that the Body Corporate may introduce for the operation of Recreational Facilities and the maintenance of Common Property or public areas within Sanctuary Lakes as amended from time to time.

Lake means Sanctuary Lake or any other lake presently situated or to be constructed on the Developer's land within Sanctuary Lakes;

Lakeside Lot means a Lot adjacent to the Lake;

Lakeside Member means a Member who is the owner of a Lakeside Lot ;

Lot means any lot on the Plan of Subdivision including but not limited to a Sub Lot, a Golfside Lot, and a Lakeside Lot;

Member means a member of the Body Corporate who is the owner of any Lot or a Sub Lot on the Plan of Subdivision;

Plan of Subdivision means the Plan of Subdivision to which this Code is attached and such other plans of subdivision as may be merged with the Plan of Subdivision;

Previous Code means any Code registered at the Land Titles Office prior to this Code.

Regulations mean the *Subdivision (Body Corporate) Regulations 2001* as may be amended from time to time;

a Residence means one permanent non-transportable private residence;

Sanctuary Lakes Architectural Review Committee (SLARC) means a panel appointed by the Developer and comprising representatives of the Developer and a qualified architect for the purposes of assessing compliance by Members with the Sanctuary Lakes Homeowner Building Code;

Sanctuary Lakes Homeowner Building Code means the design, development and use controls for all Lots on the Plan of Subdivision as amended from time to time by the SLARC for the purposes of achieving the expressly stated objectives of this Code;

Sanctuary Lakes Landscape Master Plan means the landscaping plan adopted by the Developer for the design of landscaping at Sanctuary Lakes as amended from time to time;

Sanctuary Lakes Resort Code means the Body Corporate Rules for the Body Corporate created by the Plan of Subdivision;

Settlement Date means the date of transfer of any Lot (other than a Sub-Lot) on the Plan of Subdivision by the Developer to a Member; and

Sub Lot means a lot created on an approved plan of resubdivision of a Designated Medium Density Lot.

3. DEVELOPMENT OF A LOT

Each Member of Body Corporate must do the following on each Lot of that Member:

3.1 Construct a residence

Commence Construction of a Residence on each and every Lot of the Member within three years of the Settlement Date for that Lot or, in the case of a Sub-Lot, within two years of creation of a separate title to the Sub-Lot.

3.2 Complete construction of a Residence

expeditiously complete construction of a Residence on a Lot within 12 months from the commencement of its construction to the satisfaction of the SLARC;

3.3 Maintenance

maintain the Lot and the nature strip by cutting grass and keeping the Lot and the nature strip in a safe and tidy condition to the satisfaction of the SLARC before, during and after completion of the Residence on that Lot;

3.4 No development other than a Residence

not develop the Lot for any purpose other than as one Residence with a garage and any necessary outbuildings and improvements other than those Lots which are Designated Medium Density Lots;

3.5 No Objection

not object to or appeal against any form of approval being granted for medium density residential development on a Designated Medium Density Lot;

3.6 Nature of Residence

ensure

3.6.1 size

that a Residence on a Lot greater than 450m² in total area, the minimum total floor area of a Residence must be 180m². The total

floor area of a Residence for the purposes of this clause includes the external walls but excludes garages, verandahs and other enclosed areas;

3.6.2 garage

that a residence contains a garage making provision for fully enclosed and covered parking of not less than two motor vehicles, unless otherwise agreed to in writing by the SLARC. The garage on a Lot must match or complement the Residence on that Lot in respect of materials used, the design, external appearance, colour and the quality of construction;

3.6.3 external surfaces and materials of a residence

that approval for all external surfaces and materials of a Residence on a Lot must be approved of in writing by the SLARC at the time that the plans for the Residence are submitted to the SLARC for approval;

3.6.4 security system

that a Residence includes the supply and installation of a security monitoring system by Sanctuary Lakes Resort Services (or its nominee) for the Residence which is:

3.6.4.1 connected to a central monitoring station manned 24 hours per day (or such other time as is stipulated by the SLARC) by or on behalf of the Body Corporate; and

3.6.4.2 approved of in writing by the SLARC prior to installation;

3.6.5 communication system

where your lot is abutting Common Property or is within a gated community you must supply and install the current communication infrastructure required by Sanctuary Lakes Resort Services or its nominee for the residence which must be approved in writing by the SLARC or the body corporate prior to installation.

3.7 No Works without Approval of Plans and Specifications and payment of Bond

that no works commence on a Lot unless and until plans and specifications of such works have been submitted to and approved of in writing by the SLARC and payment of the Bond amount is received and receipted by the SLARC. All plans submitted for approval by the SLARC must be of a minimum A3 size. Only original A3 size plans (or larger) will be approved by the SLARC. The Member shall have the Bond amount refunded upon production of the Certificate of Occupancy and upon final inspection by the SLARC that the Residence complies with the plans approved by the SLARC and that there has been no damage to the Body Corporate Assets on or in the vicinity of the Members Lot ;

3.8 Sanctuary Lakes Homeowner Building Code

that a Residence complies with the Code.

3.9 Builders' Site Refuse Guidelines

that any builder of a Residence on that Member's Lot complies with the Builders' Site Refuse Guidelines;

3.10 Regular Inspection of Works

that a representative of SLARC or Body Corporate is allowed to conduct inspections as deemed necessary of any works in progress on a Lot for the purpose of ascertaining compliance with the approved plans and specifications for such works and with any of the rules of the Code;

3.11 Rectification of Non-Compliances

that any non-compliance with the approved plans and specifications for the works is rectified in accordance with any written notice served on the Member by the SLARC or Body Corporate;

3.12 Cease Construction on Demand

that construction of works on a Lot ceases if required by any written notice served by the SLARC pending resolution of any dispute about a non-compliance with the approved plans and specifications for the Lot;

3.13 Enforcement Costs

all costs incurred by the Body Corporate in respect of the enforcement of the Code in respect of the Member's Lot is paid; and

3.14 Application

notwithstanding the above provisions this rule 3, sub rules 3.1 to 3.13 have no application to lot 382 on plan of subdivision no417942v.

4. DESIGNATED MEDIUM DENSITY LOTS

Notwithstanding clause 3 of the Code, the Member of a Designated Medium Density Lot can subdivide the Designated Medium Density Lot provided that the Member first of all does the following:

- 4.1 submits plans and specifications for the re-subdivision and development of the Designated Medium Density Lot to the SLARC for approval;
- 4.2 ensures such plans and specifications do not include a plan of re-subdivision of the Designated Medium Density Lot which creates more than the approved number of new lots;
- 4.3 otherwise complies with the Code (except for such exemptions as the SLARC may grant) for each Sub Lot and such other requirements as the SLARC may reasonably impose in respect of each Sub Lot.
- 4.4 ensures that any costs associated with assets specific to that site such as a pool or gym are paid my that member and any future costs **associated** with

the maintenance or construction of such facilities are included in the levies charged on a Sub Lot.

Each Member that owns a Sub Lot must:

- 4.5 comply, and ensure that the occupier of that Sub Lot complies, with the House Rules applicable to that Sub Lot, as amended from time to time by the Body Corporate;

5. RESTRICTIONS ON DEVELOPMENT OF A LOT

The SLARC and each Member of the Body Corporate must not do or allow the following to be done on any Lot of that Member:

5.1 No Tennis Court/Exterior Lighting Without Approval

construct any tennis courts or associated exterior lighting on a Lot without the approval in writing of the SLARC;

5.2 Restrictions on Certain Kinds of Fences

5.2.1 construct any fence other than a fence approved in the Sanctuary Lakes Homeowner Building Code;

5.2.2 construct any fence forward of the building frontage setback line;

5.2.3 construct any fence forward of the building up to the building frontage setback line unless such fence is approved of in writing by the SLARC;

5.2.4 on any Lots with boundaries adjoining more than one road, construct any fence unless such fence is approved of in writing by the SLARC; and

5.2.5 on any Lots with boundaries on more than one road, remove the whole or any part of a fence erected by the Developer (being a type 1 or 2 or 4 fence as specified in the Sanctuary Lakes Home Owner Building Code) to create any form of access from the road to the Lot or erect a letterbox or similar structure on or in such fence or on the former site of the whole or part of such a fence removed in breach of this clause;

5.3 Prohibition on Certain Sheds

construct any storage or other shed on a Lot which:

5.3.1 protrudes above boundary fence height and does not match or complement a Residence on that Lot and its fences in respect of colour and materials; or

5.3.2 is not located at the rear of a Residence on that Lot or effectively screened from public view;

5.4 Restrictions on Equipment

install any air conditioning or evaporative cooler on a Lot unless:

5.4.1 it is contained wholly within a Residence on that Lot below the ridgeline of the roof or of similar colour to the roof; and

5.4.2 wherever possible it is not visible from the street frontage of that Lot;

5.5 Restrictions on Solar Hot Water Heaters

install a solar hot water heater on a Lot unless it fits the roof profile of the Residence on that Lot and is not elevated at an angle to the roof profile and otherwise matches or complements such Residence;

5.6 Restrictions on Installation of Clothesline/Rainwater Tank

install a clothesline or a rainwater tank on a Lot except in accordance with the manufacturer's instructions and it is in a location on that Lot which is not visible from adjoining public areas; and

5.7 Restrictions on Television Antenna/Radio Antenna/Satellite Dishes

install a television or radio antenna or satellite dish on a Lot unless located at the rear of a Residence on that Lot and:

5.7.1 the installation is contained within the roof space between the ceiling of such Residence and the underside of the roof of such Residence; or

5.7.2 the installation is screened and not visible from public view.

6. RESTRICTIONS ON OCCUPATION OF A LOT

Each Member of the Body Corporate must do and ensure that the following is done in relation to the use and occupation of each Lot of that Member:

6.1 Early Occupation of a Residence

occupy a Residence constructed on a Lot or arrange for such Residence to be occupied immediately following the completion of the Residence to the satisfaction of the SLARC;

6.2 Construction of Driveway

complete construction of a driveway and crossover between the road and the parking area on a Lot in accordance with the Sanctuary Lakes Homeowner Building Code and any requirements of the Wyndham City Council, prior to occupation of a Residence on that Lot;

6.3 Landscaping of a Lot

commence the proper landscaping of all ground areas of a Lot including the nature strip, which are visible from the street frontage of that Lot (**visible areas**) within three months after the date of occupation of a Residence on that Lot and complete the same within six months after the date of occupation. **Proper landscaping** means that all visible areas must be cleared and grassed, planted or otherwise covered with a vegetation constituting a beautifying surface to the satisfaction of the SLARC and in accordance with the Sanctuary Lakes Landscape Master Plan;

6.4 Construct Fences & Garages

construct or install approved fences and/or garages on all rear and side boundaries to the building frontage setback line of a Lot prior to occupation of a Residence on that Lot;

6.5 No Rubbish Disposal Containers Unless Screened

ensure that any rubbish disposal container on a Lot is screened from public view except on days designated for rubbish collection;

7. RESTRICTIONS ON SALE

7.1 Each member of the Body Corporate must not sell a Lot within two years of the Settlement Date without completing construction of a Residence on that Lot in accordance with this Code, unless the Body Corporate is reasonably satisfied that one of the following applies:

7.1.1 the Member is selling that Lot to a related person of the Member. The term related person for the purposes of this clause means a person defined in section 3 of the Duties Act 2000;

7.1.2 the Member is forced to sell that Lot for one of the following reasons:

7.1.2.1 the financial indebtedness of a Member or a relative of a Member;

7.1.2.2 the death of a Member or a relative of a Member;

7.1.2.3 a Member is no longer able to live in the State of Victoria or

7.1.3 the Member is a registered builder who is selling a house and land package before or during construction of a Residence;

7.1.4 any other reason accepted by the Body Corporate;

provided always that the Member has provided a written request (in the form of a statutory declaration together with any supporting information) to the Body Corporate or its manager fully stating the circumstances and the Body Corporate has confirmed in writing that it is reasonably satisfied as to the contents of that statement and approves the request to sell before any sale proceeds.

7.2 A Member who is permitted to sell a Lot pursuant to Rule 7.1 must pay to the Body Corporate:

7.2.1 the sum of \$450 (GST exclusive) being the expenses of the Body Corporate in processing the house plans to be prepared for consideration by the SLARC; and

7.2.2 the sum of \$120 per month for any portion of the two year period that remains at the time the request to on-sell is made.

8. AMENITY CONTROLS

Each member of the Body Corporate or the occupant of a Members Lot must not do any of the following:

8.1 No Breach of Homeowner Building Code

breach any of the Code with respect to a Lot or in the vicinity of any Lot;

8.2 Restrictions on Carparking

park or allow to be parked on a Lot or any road or any other land in the vicinity of a Lot any commercial vehicles (including but not limited to trucks, utilities, caravans, trailers, boats or any other mobile machinery) unless such commercial vehicles are housed or contained wholly within a carpark or garage on a Lot or parked in the driveway on a Lot and screened from public view;

8.3 No Vehicle Repairs

carry out or caused to be carried out on a Lot or on any road or any other land in the vicinity of a Lot any dismantling, assembling, repair or restoration of commercial vehicles unless carried out at the rear of a residence on a Lot in a location which is screened from public view;

8.4 No Signs

erect or display any sign, boarding or advertising of any description whatsoever on a Lot (including a **For Sale** sign) unless the following applies:

8.4.1 two years have passed since the Settlement Date of such Lot or a Residence has been completed on that Lot; and

8.4.2 the written consent of the Developer has been obtained; and

8.4.3 the written consent of the SLARC has been obtained;

8.5 No Shared Fencing

if a Lot adjoins a public reserve, road, Lake or the Golf Course, claim any sum from the Developer by way of contribution to the costs of construction of a fence on the common boundary between a Lot and such public reserve, road, Lake or the Golf Course;

8.6 No Kikuyu Grass

plant nor allow any Kikuyu grass to be planted or grow on a Lot or in the vicinity of a Lot;

8.7 Not Neglect Garden Maintenance

neglect (as determined by the SLARC) the maintenance and care of the following:

8.7.1 any Residence or garage, or outbuildings constructed on a Lot; and

8.7.2 any open areas on a Lot which are visible to the public;

8.8 Fencing

8.8.1 alter or remove any fence without SLARC's approval;

- 8.8.2 allow any fence to fall into a state of disrepair;
- 8.8.3 claim any cost of maintenance of or repairs to the fence from the Developer if the Developer is the owner of an adjoining Lot; nor
- 8.8.4 repair or renew the fence with any materials which are not of the same nature, quality and standard as those originally used for the construction thereof;

9. GOLFSIDE LOTS

Each Member must not do the following in respect of a Lot:

9.1 No Claim for Loss or Damage

take any action or make any claim against the Developer as owner of the Golf Course or any subsequent owner or manager of the Golf Course or the Body Corporate for any loss or damage suffered by a Member arising from the following:

- 9.1.1 the position of a Lot in relation to the Golf Course;
- 9.1.2 any inconvenience, danger or potential hazard in occupying a Lot arising from:
 - 9.1.2.1 an errant golf ball being hit on to a Lot;
 - 9.1.2.2 the need for maintenance works to be carried out by machinery operating on the Golf Course, whether during or outside normal hours of operation of the Golf Course;
 - 9.1.2.3 the staging of tournaments and corporate golf days;
 - 9.1.2.4 any other matter relating to the proximity of the Golf Course to a Lot; and

9.2 Golf Course Fence

to the extent that a Lot shares a common boundary with the Golf Course:

- 9.2.1 build any fence other than a fence approved by the SLARC (**the Golf Course Fence**);
- 9.2.2 alter or remove the Golf Course Fence;
- 9.2.3 allow the Golf Course Fence to fall into a state of disrepair;
- 9.2.4 claim any cost of maintenance of or repairs to the Golf Course Fence from the Developer or the owner for the time being of the Golf Course;
- 9.2.5 repair or renew the Golf Course Fence with any materials which are not of the same nature, quality and standard as those originally used for the construction thereof; and
- 9.2.6 construct any other boundary fence on a Lot which adjoins the Golf Course Fence unless any such boundary fence which is higher than

the Golf Course Fence slopes downwards over a distance of not less than 3.0 metres to the same height of the Golf Course Fence at the point where the boundary fence joins the Golf Course Fence.

10. LAKESIDE LOTS

- 10.1 Each Lakeside Member of the Body Corporate must not take any action or make any claim against the Developer or any future owners or managers of the Lake or the Body Corporate for any loss or damage suffered by a Lakeside Member arising from the following:
- 10.1.1 the proximity of a Lakeside Lot to the Lake; and
 - 10.1.2 any inconvenience, danger or potential hazard in occupying a Lakeside Lot arising from the following:
 - 10.1.2.1 the maintenance of the Lake and the lake edges; and
 - 10.1.2.2 the use of the Lake by boats or for any other recreational purpose
- except where such loss or damage is caused by the negligent act or omission of such persons.
- 10.2 Each Lakeside Member must not erect a jetty or a boat mooring structure on or in the vicinity of the Lake without the prior written consent of the Body Corporate, SLARC and all relevant authorities.
- 10.3 Each Lakeside Member must not construct any fence over the three metre easement surrounding the Lake other than an approved F3 type of removable poolside fence.
- 10.4 Each Lakeside Member must ensure that any gate erected on the Lot is kept closed when not in use.
- 10.5 Each Lakeside Member must ensure that any building contractor working on a Lot does not park, leave or drive a vehicle within 3 metres of the Lake edge wall.

11. BODY CORPORATE - PROVISION OF SERVICES AND LEVIES

Each Member of the Body Corporate agrees that:

- 11.1 the Body Corporate will provide the following services:
- 11.1.1 operate a security monitoring system covering the Residence on each Lot and Sub Lot such system is to be linked to a central monitoring station manned 24 hours per day;
 - 11.1.2 if required by the relevant authorities (or agreed to by the Body Corporate with the relevant authorities), the maintenance, repair and improvement of the Lake at the cost of the Body Corporate;
 - 11.1.3 the construction, repair and maintenance of such landscaping within the Plan of Subdivision as the Body Corporate is responsible for;

- 11.1.4 any other service or facility provided by the Body Corporate for the benefit of Members which is consistent with the stated objectives of this Code; and
- 11.1.5 construct, repair and maintain any private roads on common property;
- 11.2 the provision of such services by the Body Corporate will be paid for by all Members. The amount of the annual Body Corporate fees that are payable by each Member shall be established at the annual general meeting of the Body Corporate. The fees for any works referred to in Rule 11.1.5 shall be paid by members into a sinking fund;
- 11.3 the Body Corporate can charge interest on money owed by a member to the Body Corporate after the due date for fees or charges, at a rate that is 2% less than the rate at the time being fixed under Section 2 of the *Penalty Interest Rates Act 1983*;
- 11.4 in the event that the Member fails to comply with Rule 3.1, the Members agree that:
 - 11.4.1 the Member shall pay an additional body corporate charge of \$200.00 per month for the first 6 months that the Member is in breach of Rule 3.1; and
 - 11.4.2 the Member shall pay an additional body corporate charge of \$350 per month for the following 6 months that a Member is in breach of Rule 3.1 and;
 - 11.4.3 the Member shall pay an additional body corporate fee of \$500 for each and every month thereafter the member is in breach of Rule 3.1.
- 11.5 in the event that the Member fails to comply with Rule 8.4, the Members agree that:
 - 11.5.1 the Body Corporate, its employees, contractors or agents are entitled to enter upon the Lot and remove any sign, boarding or advertising of any description that is erected or displayed on the Lot; and
 - 11.5.2 the Body Corporate is entitled to recover the entire costs of removing the sign, boarding or advertising from the Member who owns the Lot;
- 11.6 in the event that the Member or their builder fails to comply with the Builders' Site Refuse Guidelines and any notice served upon the Member by the Body Corporate in accordance with this Code, the Members agree that:
 - 11.6.1 the Body Corporate is entitled to enter upon the Lot or surrounding areas and clean up the Lot in accordance with the Builders Site Refuse Guidelines; and
 - 11.6.2 the Body Corporate is entitled to recover the entire costs of cleaning up of the Lot or surrounding areas from the Member who owns the Lot on the basis that such costs are a body corporate charge for which the Member solely benefits and is solely responsible for the payment of:

- 11.7 the Developer shall not be liable for payment of any body corporate charges in respect of any Lots on the Plan of Subdivision, nor shall any Lots owned by the Developer be levied with such body corporate charges for the period of the Developer's ownership of the Lot. This is on the basis that any Lot in the ownership of the Developer is undeveloped and does not benefit from any services provided by the Body Corporate for so long as the Lot remains in the ownership of the Developer.

12. MEMBER'S CONSULTATIVE COMMITTEE

- 12.1 Subject to 12.4, the Developer may appoint a committee of Members (**the Members' Consultative Committee**) comprising of three Members with whom the Developer must consult in respect of issues arising from time to time out of the Code, including the enforcement of the Code and any proposed changes to the Code.
- 12.2 Each Member of the Members' Consultative Committee is appointed for a 12 month period or such lesser period as the Developer determines and is eligible for reappointment.
- 12.3 Subject to 12.4, if a Member of the Members' Consultative Committee ceases to be a committee member, the Developer is entitled to appoint successors from time to time.
- 12.4 The Members' Consultative Committee will cease to exist when the Developer is no longer registered and no longer entitled to be registered as proprietor of one or more of the Lots on the Plan of Subdivision or any land in the development known as Sanctuary Lakes.

13. DISPUTE RESOLUTION

In the event of a dispute about compliance by a Member with the Sanctuary Lakes Homeowner Building Code, the decision of the SLARC is final and binding upon the Members. No member has a right to appeal against, may seek a review of or otherwise challenge a decision of the SLARC.

14. NON-COMPLIANCE

- 14.1 If a Member has not complied with this Code within 14 days after service of a notice by the Body Corporate specifying any non-compliance, the Member agrees that:
- 14.1.1 the Member must allow the Body Corporate, its employees, contractors, or agents to enter the Lot and rectify the non-compliance;
- 14.1.2 the Member must pay an additional charge of \$200.00 for each and every month that the Member has not complied with the notice;
- 14.1.3 the Member must pay to the Body Corporate any charges levied against the Member in respect of the costs incurred by the Body Corporate relating to the non-compliance including but not limited to the administrative costs, legal costs and the cost of any works performed to rectify the non-compliance which (until paid) are and shall be a charge on the Lot;

- 14.1.4 the Member must accept a certificate signed by the Secretary of the Body Corporate as prima facie proof of the costs and expenses incurred by the Body Corporate relating to the Member's non-compliance with this Code;
 - 14.1.5 the Member must pay interest at the rate of 2% below the rate prescribed under the Penalty Interests Rates Act 1983 on all moneys of the kind referred to in the Regulations outstanding under this Code until they are paid;
 - 14.1.6 any payments made for the purposes of this Code shall be appropriated first in payment of any interest and any unpaid costs and expenses of the Body Corporate and then be applied in repayment of the principal sum; and
 - 14.1.7 any costs incurred by the Body Corporate relating to the non-compliance of the Member are costs incurred in the performance of a service to that Member.
- 14.2 If a Member has not complied with this Code within 14 days after service of a notice from the Body Corporate pursuant to the preceding clause, the Body Corporate may take action in a Court of competent jurisdiction to compel the Member to comply with this Code.
 - 14.3 If a Member has not complied with any Previous Codes, the Body Corporate may issue a notice specifying such non-compliance and the Member must rectify the non-compliance within 14 days after service of the notice.
 - 14.4 If a Member has not complied with the Previous Codes within 14 days after service of a notice from the Body Corporate pursuant to Rule 14.3, the Body Corporate may enforce its rights under the non-compliance provisions of the Previous Codes.

15. GRANT OF PROXY AND ATTORNEY

Each Member of the Body Corporate must (if the Member has not already done so or if called upon by the Developer to do so) immediately do the following:

- 15.1 grant to the Company Secretary for the time being of the Developer or such other named individual as nominated by the Developer from time to time a proxy to vote at all meetings of the Body Corporate exercisable from the Settlement Date until the Developer is no longer registered and is no longer entitled to be registered as proprietor of one or more of the Lots on the Plan of Subdivision or any land in the development known as Sanctuary Lakes in the form prescribed by the Regulations;
- 15.2 grant to the Company Secretary for the time being of the Developer or such other named person as is nominated by the Developer from time to time (**Attorney**) an irrevocable, sole and enduring attorney exercisable from the Settlement Date until the Developer is no longer registered and is no longer entitled to be registered as proprietor of one or more of the Lots on the Plan of Subdivision or any land in the development known as Sanctuary Lakes on terms that:
 - 15.2.1 the Member irrevocably appoints the Attorney as his sole and enduring attorney (**the Attorney**) with power to do all matters or

- things of every kind and nature which the Member could do as a member of the Body Corporate;
- 15.2.2 the Member ratifies and agrees to ratify everything done or caused to be done by the Developer as Attorney under such power of attorney;
- 15.2.3 the Member indemnifies each Attorney on demand against each claim, action, proceeding, judgement, damage, loss, expense or liability incurred or suffered by or brought or made or recovered against the Attorney in connection with the exercise of any of the powers and authorities conferred by the power of attorney; and
- 15.2.4 the Member agrees and acknowledges that the Attorney may do all matters or things necessary to appoint the Attorney or any other named person as may be nominated by the Attorney as the proxy of the Member to vote at meetings of the Body Corporate until the Developer is no longer registered and is no longer entitled to be registered as proprietor of one or more of the Lots on the Plan of Subdivision or any land in the development known as Sanctuary Lakes if:
 - 15.2.4.1 the Member has failed to properly appoint the Attorney as its proxy on the Settlement Date and each anniversary of the Settlement Date; or
 - 15.2.4.2 the proxy has expired by operation of the Regulations or by any other means.
- 15.3 so long as the Developer is registered or entitled to be registered as proprietor of one or more of the lots on the Plan of Subdivision or any land in the development known as Sanctuary Lakes, a Member must not without the written consent of the Developer:
 - 15.3.1 amend or cast any vote in favour of amending the rules of the Body Corporate;
 - 15.3.2 exercise any of the rights, powers and privileges granted or accruing to the Member as a Member of the Body Corporate in any way prejudicial to the interests of the Developer;
- 15.4 the Member indemnifies its Attorney on demand against any claim, action, proceeding, judgement, damage, loss, expense or liability incurred or suffered by or brought or made or recovered against the Attorney in connection with the exercise of any of the powers or authorities conferred by the proxy or attorney granted in accordance with this Code;
- 15.5 a Member and the Developer must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Code; and
- 15.6 the Member must, upon entering into any sale agreement in respect of the Lot or any interest in the Lot, ensure that the sale agreement provides for the transferee to grant a proxy and an attorney to the Developer on the same terms and conditions upon which the Member acquired the Lot or if no such terms and conditions exist then on substantially the same terms and conditions as in this Rule 15 with whatsoever amendments made as are necessary to ensure that this Rule 15 is satisfied.

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 Management and administration

2.1 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.

3 Use of common property

3.1 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 his or her 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.

3.2 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.

3.3 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.

4 Lots

4.1 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 Behaviour of persons

5.1 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.

5.2 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.

6 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 his or her behalf at the meeting.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the **Owners Corporations Act 2006**.

(8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

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

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an Owners Corporation

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

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

Created at 06 March 2026 11:27 AM

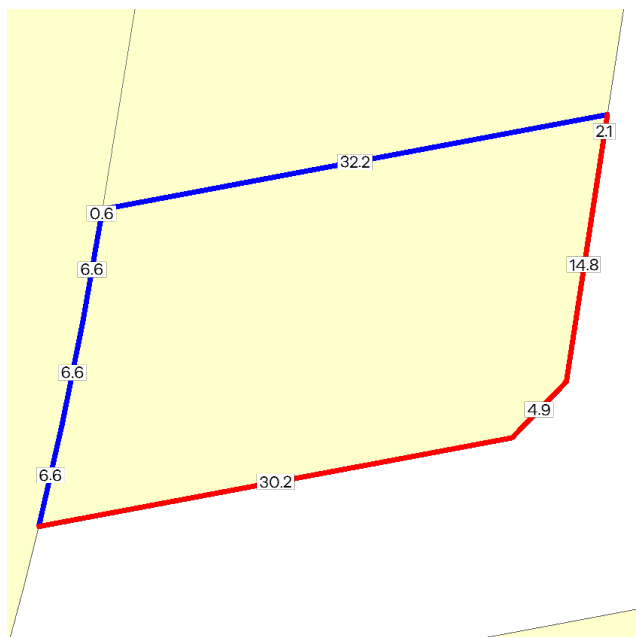
PROPERTY DETAILS

Address: **10 SANDHILL RISE POINT COOK 3030**
Lot and Plan Number: **Lot 1517 PS511700**
Standard Parcel Identifier (SPI): **1517\PS511700**
Local Government Area (Council): **WYNDHAM**
Council Property Number: **141272**
Directory Reference: **Melway 208 E6**

www.wyndham.vic.gov.au

SITE DIMENSIONS

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



Area: 608 sq. m

Perimeter: 104 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

Area Map



 Selected Property

From www.planning.vic.gov.au at 06 March 2026 11:28 AM

PROPERTY DETAILS

Address: **10 SANDHILL RISE POINT COOK 3030**
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www.wyndham.vic.gov.au

[Planning Scheme - Wyndham](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
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STATE ELECTORATES

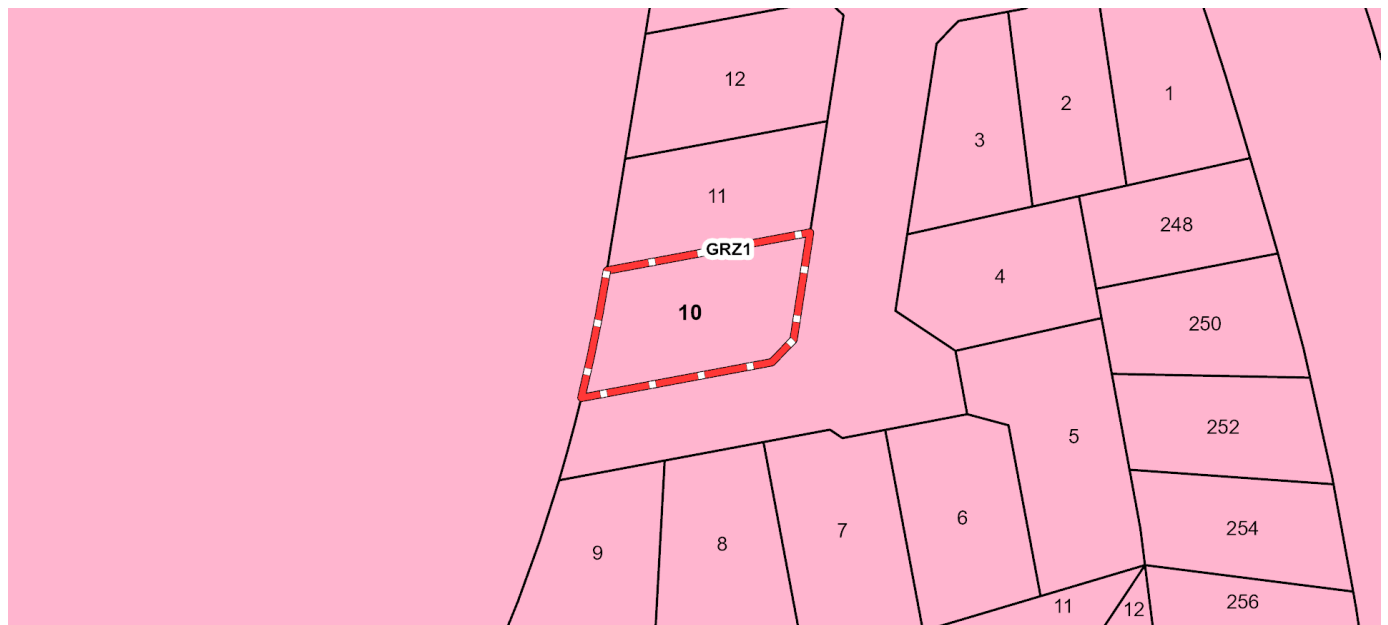
Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **POINT COOK**
OTHER
Registered Aboriginal Party: **Bunurong Land Council
Aboriginal Corporation**
Fire Authority: **Fire Rescue Victoria & Country
Fire Authority**

[View location in VicPlan](#)

Planning Zones

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

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



GRZ - General Residential

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

Planning Overlays

No planning overlay found

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Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Further Planning Information

Planning scheme data last updated on 6 March 2026.

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

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

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

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

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



Designated 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 \(environment.vic.gov.au\)](#)



CERTIFICATE OF COMPLETION

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Document Details

Subject: Vendor Statement - 10 Sandhill Rise, Point Cook, VIC, 3030

Document Pages: 381

Certificate Pages: 1

Status: Signed

Exchanged by: Not Applicable

Exchange Date: Not Applicable

No. of Signatures: 2

Signature Logs

Signer: Jaydeepsinh Jashvantkumar Makwana

Email Address: jaydeep.jm@gmail.com

Status: Signed

IP Address: 203.210.240.244

Supervised By:

Email Sent Date: 26/03/2026 09:20:19 AM (AEDT)

Signed Date: 26/03/2026 08:29:36 PM (AEDT)

Signature: *Jaydeepsinh Jashvantkumar Makwana*

Signer: Jaystina Jitendra Dhimar

Email Address: jaystina25@gmail.com

Status: Signed

IP Address: 104.28.90.35

Supervised By:

Email Sent Date: 26/03/2026 09:20:19 AM (AEDT)

Signed Date: 26/03/2026 09:28:10 AM (AEDT)

Signature: *Jaystina Jitendra Dhimar*

Signer:

Email Address:

Status:

IP Address:

Supervised By:

Email Sent Date:

Signed Date:

Signature: