Contract of Sale of Land

Property

44 Fitzrovia Drive, Wyndham Vale VIC 3024

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Fax: +61 3 8080 3277
Ref: HX:CC:WL:25:4336

Contract of Sale of Land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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 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.

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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

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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.

The authority of a person signing –

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties –

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../…..……/2025

Print names(s) of person(s) signing: .....

State nature of authority, if applicable: .....

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

SIGNED BY THE VENDOR: .....

..... on ...../…..……/2025

Print names(s) of person(s) signing: **Yufang XU**

State nature of authority, if applicable: .....

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

Table of contents

Particulars of Sale

Special Conditions

General Conditions:

1. ELECTRONIC SIGNATURE
2. LIABILITY OF SIGNATORY
3. GUARANTEE
4. NOMINEE
5. ENCUMBRANCES
6. VENDOR WARRANTIES
7. IDENTITY OF THE LAND
8. SERVICES
9. CONSENTS
10. TRANSFER AND DUTY
11. RELEASE OF SECURITY INTEREST
12. BUILDER WARRANTY INSURANCE
13. GENERAL LAW LAND
14. DEPOSIT
15. DEPOSIT BOND
16. BANK GUARANTEE
17. SETTLEMENT
18. ELECTRONIC SETTLEMENT
19. GST
20. LOAN
21. BUILDING REPORT
22. PEST REPORT
23. ADJUSTMENTS
24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING
25. GST WITHHOLDING
26. TIME & CO-OPERATION
27. SERVICE
28. NOTICES
29. INSPECTION
30. TERMS CONTRACT
31. LOSS OR DAMAGE BEFORE SETTLEMENT
32. BREACH
33. INTEREST
34. DEFAULT NOTICE
35. DEFAULT NOT REMEDIED

Particulars of Sale

Vendor's estate agent

Name:	**A.O.K Corp Pty Ltd T/A Everywhere Real Estate Metro**					
Address:	205/111 Overton Road, Williams Landing VIC 3027					
Email:	sales@everywherere.com.au					
Tel:	03 9526 8103	Mob:		Fax:	03 8677 3332	Ref:

Vendor

Name:	**Yufang XU**
Address:	
ABN/ACN:	
Email:	

Vendor's legal practitioner or conveyancer

Name:	Wonders Legal					
Address:	Suite 906, Level 9, 1 Queens Road, Melbourne VIC 3004					
Email:	cyndi@wonderslegal.com.au					
Tel:	03 9867 3111	Mob:		Fax:	03 8080 3277	Ref: WL:25:4336

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	12075	Folio	229	1429	724513H

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.

Property address

The address of the land is: 44 Fitzrovia Drive, Wyndham Vale VIC 3024

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

All fitting and fixtures of permanent nature as inspected.

Payment

Price $

Deposit $ By on signing hereof (of which has been paid)

Balance $ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

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

- the above date; and
- the 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 with [-] options to renew, each of [.....] years

OR

☒ a residential tenancy for a fixed term ending on 26 / 09 / 2025

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 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:

Loan amount: no more than 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

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

Special conditions

Special Conditions

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

Instructions: *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

☐ Special condition 1 – Tax invoice

General condition 19.3 is replaced with the following:

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

☒ Special condition 2 – Nomination

General condition 4 is deleted and replaced by the following:

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

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

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

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

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

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

c. The costs of such nomination are fixed at $330.00 plus GST are accepted by the Nominated Purchaser as being reasonable and shall be payable by the Nominated Purchaser to the vendor's legal practitioner upon nomination by the Purchaser.

☒ Special condition 3 – Planning

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

☒ Special condition 4 – Warranties and Exclusions

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

☒ Special condition 5 – Acknowledgments

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

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

☒ Special condition 6 – Building and Goods

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

☒ Special condition 7 – Restriction

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

☒ Special condition 8 – Purchaser Resident of Australia

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

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

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

(a) The cost of obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance.
(b) Interest payable by the Vendor under any existing mortgage over the property calculated from the due date for settlement.
(c) Accommodation expenses necessarily incurred by the Vendor.
(d) Storage cost of the Vendor's furniture and other possessions.
(e) Legal costs and expenses as between Solicitor and Client.
(f) Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property.
(g) All commissions, fees and advertising expenses payable to the Vendor's Real Estate Agent.

☐ Special condition 10 – Auction Conditions

The property is offered for sale by public auction, subject to the Vendor's reserve price. 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.

☒ Special condition 11 – Amendments to General Conditions

a) G.C 12, 31.4 to 31.6 (inclusive) are excluded from this Contract.

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

c) G.C 21.2(a) is amended by substituting the words "designates it as a major building defect" with "designates it as a major structural building defect".

☒ Special condition 12 – The purchaser agrees that

14.1 Prior to signing this contract the purchaser inspected and established the state and condition of the property, including its gardens and landscaping, and accepts it in the state and condition as inspected and shall make no claim or requisition or objection in connection with any variation in the state and condition thereof reasonably attributable to fair wear and tear or constituting minor deterioration or degradation due to weathering or Act of God and occurring between the Day of Sale and the settlement date nor delay settlement on account thereof;

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

☒ Special condition 13 – Chattels

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

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

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

☒ Special condition 14 – Pool Registration and Fencing Compliance

The vendor makes no warranties nor representations that any pool or spa on the property has been registered with the relevant Council nor that the pool or spa has a compliant safety barrier. The purchaser acknowledges and agrees that it shall be responsible for registering the pool or spa with the Council, ensuring that the pool or spa has a compliant safety barrier, and lodging a barrier compliance certificate with the Council. The purchaser shall not make any objection nor requisition, claim any compensation (now nor at any time in the future) nor delay settlement as a result of the issue or non-issue or the lodgment or non-lodgment of any barrier compliance certificate.

☒ Special condition 15- Deposit

In the event the purchaser fails to pay the full deposit monies on the due date, this Contract is voidable at the option of the vendor.

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

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

☒ Special condition 17 – License Agreement

The purchaser acknowledges that should a licence agreement is requested and agreed to by the vendor, the agreement must be prepared by the Vendor's legal practitioner at the cost of the purchaser. The fee to prepare the agreement is $380 plus GST and shall be adjusted for and payable on the date of settlement.

☒ Special condition 18 – Solar Panels

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

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

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

20.3 the purchaser shall indemnify and hold harmless the vendor against any claims whatsoever with respect to the solar panelts; and

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

20.5 the purchaser acknowlegs that any current arrangements with the energy supplier will cease on the date of settlement.

☒ Special condition 19- Land Tax

If the Day of Sale is on or after 1 January 2024, land tax is not adjustable between the vendor and the purchaser at settlement. Furthermore, General Condition 23.2(b) shall not apply.

☒ Special condition 20- GST Withholding Notice

Vendor/supplier GST withholding notice

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

To: purchaser/recipient

Property address: 44 Fitzrovia Drive, Wyndham Vale VIC 3024

Lot no: 1429

Plan of Subdivision: 724513H

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

☒ Special condition 21 – Christmas Closure

If the settlement date as stipulated in the Particulars of Sale of the Contract of Sale falls on a date during the period of 23rd December 2025 – 9th January 2026 (both inclusive) (Holiday Closure Period), then settlement will automatically fall on next the business day after the Holiday Closure Period.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

1.1 In this general condition “electronic signature“ means a digital signature or a visual representation of a person’s handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and “electronically signed” has a corresponding meaning.

1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6 VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page**.**

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

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

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

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

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

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

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

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

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

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

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

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

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

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

(a) that—

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

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

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

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

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

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

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

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

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

11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

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

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

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

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

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act* 1958.

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act* 1958.

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

14.3 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

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

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

14.7 Payment of the deposit may be made or tendered:

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

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

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

However, unless otherwise agreed:

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

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

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

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

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

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

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

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

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

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 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. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic 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 by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

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

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

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

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

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

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

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

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

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

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

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

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

21. BUILDING REPORT

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

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

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

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

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

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

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

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

24.5 The purchaser must:

(a) 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 *Taxation Administration Act 1953 (Cth*) must be given to the purchaser at least 5 business days before the due date for settlement.

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

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

25. GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

(a) settlement is conducted through an electronic 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 *Taxation Administration Act 1953 (Cth)*, but only if:

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

(b) the settlement is not conducted through an electronic 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 *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

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

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

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

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act* 1962; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

31.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

(b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

THIS DEED dated day of 2025

BETWEEN (Vendor)

AND (Purchaser)

AND (Guarantor)

IN CONSIDERATION of the vendor having at the request of the guarantor agreed to sell the land described within the contract of sale to the purchaser the guarantor HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest payable thereon as detailed in the said contract of sale and all other money that is payable or may become payable pursuant thereto, the money hereby secured, AND ALSO the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the said contract of sale and on the part of the purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the contract of sale and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:

1. That in the event of the purchaser failing to pay the vendor as and when due the money referred to within the contract the guarantor will immediately pay such money to the vendor;

2. That in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform the same;

3. The guarantor shall be deemed to be jointly and severally liable with the purchaser, in lieu of being merely a surety for it, for the payment of the purchase money interest and all other money if any payable pursuant to the contract in the performance of the obligations herein contained and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the money or to carry out and perform the obligations herein contained; and

4. That no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all money owing to the vendor have been paid and all obligations have been performed.

EXECUTED AS A DEED

Guarantor

SIGNED by the said)
in the presence of:)

EXECUTED by)
by being signed by those persons authorised to)
sign for the company)

…… ……
Director Director

SIGNED by the said)
in the presence of:)

EXECUTED by)
by being signed by those persons authorised to)
sign for the company)

…… ……
Director Director

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

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

Land	**44 Fitzrovia Drive, Wyndham Vale VIC 3024**

Vendor's name **Yufang XU** Date 30/7/2025

Vendor's signature 徐玉芳

Vendor's name Date / /

Vendor's signature

Purchaser's name Date / /

Purchaser's signature

Purchaser's name Date / /

Purchaser's signature

1. FINANCIAL MATTERS

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

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

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

Not Applicable

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No. 120
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ Not applicable

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable

2.2 **Owner Builder**

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

Not Applicable

3. LAND USE

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

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

Is attached.

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

Not Applicable

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

4. NOTICES

4.1 **Notice, Order, Declaration, Report or Recommendation**

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

None to the Vendor's knowledge.

4.2 **Agricultural Chemicals**

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

None to the Vendor's knowledge.

4.3 **Compulsory Acquisition**

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

None to the Vendor's knowledge.

5. BUILDING PERMITS

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

Is Attached.

6. OWNERS CORPORATION

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

Not applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not applicable.

8. SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☐

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

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable

10.2 **Staged Subdivision**

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

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

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

NIL

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

NIL

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

NIL

10.3 **Further Plan of Subdivision**

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m² ; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

1. Due Diligence Checklist;
2. Register Search Statement (Title); Copy of Plan;
3. Instrument Search AQ142031K (AGREEMENT);
4. Department of Environment, Land, Water & Planning: Planning Property Report;
5. Department of Environment, Land, Water & Planning: Designated Bushfire Prone Area(s);

6. Department of Environment, Land, Water & Planning: Planning Certificate;
7. Department of Environment, Land, Water & Planning: Road Certificate;
8. Wyndham City Council – Building Approval 326 (1);
9. Wyndham City Council – Land Information Certificate;
10. Greater Western Water: Water Information Certificate;
11. State Revenue Office: Land Tax Certificate;
12. Quantum United Management Section 151 Certificate from Owners Corporation 1 PS724513H;
13. Building Permit;
14. Occupancy Permit;
15. Certificate of Insurance;
16. Residential Tenancy Agreement.

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

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

VOLUME 12075 FOLIO 229

Security no : 124126046569N
Produced 09/07/2025 09:46 AM

LAND DESCRIPTION

Lot 1429 on Plan of Subdivision 724513H.
PARENT TITLE Volume 12026 Folio 412
Created by instrument PS724513H Stage 14 30/04/2019

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
YUFANG XU of ROOM 105, BUILDING 100 SONGLINGCUIYA YUAN WUJIANG DISTRICT, SUZHOU CITY JIANGSU PROVINCE CHINA
AS255458X 14/06/2019

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS724513H 30/04/2019

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
AQ142031K 14/08/2017

DIAGRAM LOCATION

SEE PS724513H 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: 44 FITZROVIA DRIVE WYNDHAM VALE VIC 3024

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS724513H

DOCUMENT END

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS724513H

The land in PS724513H is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1 - 4, Lots 101 - 147, 201 - 266, 301 - 342, 401 - 455, 501 - 544, 601 - 664, 701 - 749, 801 - 847, 901 - 944, 1001 - 1050, 1101 - 1172, 1201 - 1246, 1301 - 1334, 1401 - 1449, 1501 - 1532, 1601 - 1658, 1701 - 1769, 1801 - 1850, 1901 - 1932, 1933A, 1934A, 1935 - 1944, 2001 - 2044, 2046 - 2054, 2101 - 2122, 2124 - 2144, 2201A, 2201B, 3301 - 3344, 3601 - 3646, 3701 - 3711, 3801 - 3810, 3901A, 3901B, A, B, D, S11, S12, S27, S33, S35.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

ENGINE PROPERTY GROUP LEVEL 2 126 WELLINGTON PARADE EAST MELBOURNE VIC 3002

OC030373P 11/05/2016

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. OC030374M 11/05/2016

Additional Owners Corporation Information:

OC030373P 11/05/2016

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Common Property 3	0	0
Common Property 4	0	0
Lot 101	100	100

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS724513H

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 102	100	100
Lot 103	100	100
Lot 104	100	100
Lot 105	100	100
Lot 106	100	100
Lot 107	100	100
Lot 108	100	100
Lot 109	100	100
Lot 110	100	100
Lot 111	100	100
Lot 112	100	100
Lot 113	100	100
Lot 114	100	100
Lot 115	100	100
Lot 116	100	100
Lot 117	100	100
Lot 118	100	100
Lot 119	100	100
Lot 120	100	100
Lot 121	100	100
Lot 122	100	100
Lot 123	100	100
Lot 124	100	100
Lot 125	100	100
Lot 126	100	100
Lot 127	100	100
Lot 128	100	100
Lot 129	100	100
Lot 130	100	100

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OWNERS CORPORATION 1
PLAN NO. PS724513H

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 131	100	100
Lot 132	100	100
Lot 133	100	100
Lot 134	100	100
Lot 135	100	100
Lot 136	100	100
Lot 137	100	100
Lot 138	100	100
Lot 139	100	100
Lot 140	100	100
Lot 141	100	100
Lot 142	100	100
Lot 143	100	100
Lot 144	100	100
Lot 145	100	100
Lot 146	100	100
Lot 147	100	100
Lot 201	100	100
Lot 202	100	100
Lot 203	100	100
Lot 204	100	100
Lot 205	100	100
Lot 206	100	100
Lot 207	100	100
Lot 208	100	100
Lot 209	100	100
Lot 210	100	100
Lot 211	100	100
Lot 212	100	100

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Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS724513H

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 213	100	100
Lot 214	100	100
Lot 215	100	100
Lot 216	100	100
Lot 217	100	100
Lot 218	100	100
Lot 219	100	100
Lot 220	100	100
Lot 221	100	100
Lot 222	100	100
Lot 223	100	100
Lot 224	100	100
Lot 225	100	100
Lot 226	100	100
Lot 227	100	100
Lot 228	100	100
Lot 229	100	100
Lot 230	100	100
Lot 231	100	100
Lot 232	100	100
Lot 233	100	100
Lot 234	100	100
Lot 235	100	100
Lot 236	100	100
Lot 237	100	100
Lot 238	100	100
Lot 239	100	100
Lot 240	100	100
Lot 241	100	100

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Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS724513H

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 242	100	100
Lot 243	100	100
Lot 244	100	100
Lot 245	100	100
Lot 246	100	100
Lot 247	100	100
Lot 248	100	100
Lot 249	100	100
Lot 250	100	100
Lot 251	100	100
Lot 252	100	100
Lot 253	100	100
Lot 254	100	100
Lot 255	100	100
Lot 256	100	100
Lot 257	100	100
Lot 258	100	100
Lot 259	100	100
Lot 260	100	100
Lot 261	100	100
Lot 262	100	100
Lot 263	100	100
Lot 264	100	100
Lot 265	100	100
Lot 266	100	100
Lot 301	100	100
Lot 302	100	100
Lot 303	100	100
Lot 304	100	100

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 09/07/2025 09:54:17 AM

OWNERS CORPORATION 1
PLAN NO. PS724513H

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 305	100	100
Lot 306	100	100
Lot 307	100	100
Lot 308	100	100
Lot 309	100	100
Lot 310	100	100
Lot 311	100	100
Lot 312	100	100
Lot 313	100	100
Lot 314	100	100
Lot 315	100	100
Lot 316	100	100
Lot 317	100	100
Lot 318	100	100
Lot 319	100	100
Lot 320	100	100
Lot 321	100	100
Lot 322	100	100
Lot 323	100	100
Lot 324	100	100
Lot 325	100	100
Lot 326	100	100
Lot 327	100	100
Lot 328	100	100
Lot 329	100	100
Lot 330	100	100
Lot 331	100	100
Lot 332	100	100
Lot 333	100	100

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 09/07/2025 09:54:17 AM

OWNERS CORPORATION 1
PLAN NO. PS724513H

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 334	100	100
Lot 335	100	100
Lot 336	100	100
Lot 337	100	100
Lot 338	100	100
Lot 339	100	100
Lot 340	100	100
Lot 341	100	100
Lot 342	100	100
Lot 401	100	100
Lot 402	100	100
Lot 403	100	100
Lot 404	100	100
Lot 405	100	100
Lot 406	100	100
Lot 407	100	100
Lot 408	100	100
Lot 409	100	100
Lot 410	100	100
Lot 411	100	100
Lot 412	100	100
Lot 413	100	100
Lot 414	100	100
Lot 415	100	100
Lot 416	100	100
Lot 417	100	100
Lot 418	100	100
Lot 419	100	100
Lot 420	100	100

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Owners Corporation Search Report

Produced: 09/07/2025 09:54:17 AM

OWNERS CORPORATION 1
PLAN NO. PS724513H

Entitlement and Liability:

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

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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ABN 86 627 986 396

Owners Corporation Search Report

Produced: 09/07/2025 09:54:17 AM

OWNERS CORPORATION 1
PLAN NO. PS724513H

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 450	100	100
Lot 451	100	100
Lot 452	100	100
Lot 453	100	100
Lot 454	100	100
Lot 455	100	100
Lot 501	100	100
Lot 502	100	100
Lot 503	100	100
Lot 504	100	100
Lot 505	100	100
Lot 506	100	100
Lot 507	100	100
Lot 508	100	100
Lot 509	100	100
Lot 510	100	100
Lot 511	100	100
Lot 512	100	100
Lot 513	100	100
Lot 514	100	100
Lot 515	100	100
Lot 516	100	100
Lot 517	100	100
Lot 518	100	100
Lot 519	100	100
Lot 520	100	100
Lot 521	100	100
Lot 522	100	100
Lot 523	100	100

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 09/07/2025 09:54:17 AM

OWNERS CORPORATION 1
PLAN NO. PS724513H

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 524	100	100
Lot 525	100	100
Lot 526	100	100
Lot 527	100	100
Lot 528	100	100
Lot 529	100	100
Lot 530	100	100
Lot 531	100	100
Lot 532	100	100
Lot 533	100	100
Lot 534	100	100
Lot 535	100	100
Lot 536	100	100
Lot 537	100	100
Lot 538	100	100
Lot 539	100	100
Lot 540	100	100
Lot 541	100	100
Lot 542	100	100
Lot 543	100	100
Lot 544	100	100
Lot 601	100	100
Lot 602	100	100
Lot 603	100	100
Lot 604	100	100
Lot 605	100	100
Lot 606	100	100
Lot 607	100	100
Lot 608	100	100

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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Owners Corporation Search Report

Produced: 09/07/2025 09:54:17 AM

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 609	100	100
Lot 610	100	100
Lot 611	100	100
Lot 612	100	100
Lot 613	100	100
Lot 614	100	100
Lot 615	100	100
Lot 616	100	100
Lot 617	100	100
Lot 618	100	100
Lot 619	100	100
Lot 620	100	100
Lot 621	100	100
Lot 622	100	100
Lot 623	100	100
Lot 624	100	100
Lot 625	100	100
Lot 626	100	100
Lot 627	100	100
Lot 628	100	100
Lot 629	100	100
Lot 630	100	100
Lot 631	100	100
Lot 632	100	100
Lot 633	100	100
Lot 634	100	100
Lot 635	100	100
Lot 636	100	100
Lot 637	100	100

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 09/07/2025 09:54:17 AM

OWNERS CORPORATION 1
PLAN NO. PS724513H

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 638	100	100
Lot 639	100	100
Lot 640	100	100
Lot 641	100	100
Lot 642	100	100
Lot 643	100	100
Lot 644	100	100
Lot 645	100	100
Lot 646	100	100
Lot 647	100	100
Lot 648	100	100
Lot 649	100	100
Lot 650	100	100
Lot 651	100	100
Lot 652	100	100
Lot 653	100	100
Lot 654	100	100
Lot 655	100	100
Lot 656	100	100
Lot 657	100	100
Lot 658	100	100
Lot 659	100	100
Lot 660	100	100
Lot 661	100	100
Lot 662	100	100
Lot 663	100	100
Lot 664	100	100
Lot 701	100	100
Lot 702	100	100

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ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 09/07/2025 09:54:17 AM

OWNERS CORPORATION 1
PLAN NO. PS724513H

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 703	100	100
Lot 704	100	100
Lot 705	100	100
Lot 706	100	100
Lot 707	100	100
Lot 708	100	100
Lot 709	100	100
Lot 710	100	100
Lot 711	100	100
Lot 712	100	100
Lot 713	100	100
Lot 714	100	100
Lot 715	100	100
Lot 716	100	100
Lot 717	100	100
Lot 718	100	100
Lot 719	100	100
Lot 720	100	100
Lot 721	100	100
Lot 722	100	100
Lot 723	100	100
Lot 724	100	100
Lot 725	100	100
Lot 726	100	100
Lot 727	100	100
Lot 728	100	100
Lot 729	100	100
Lot 730	100	100
Lot 731	100	100

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Locked bag 20005, Melbourne 3001, DX 210189
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Owners Corporation Search Report

Produced: 09/07/2025 09:54:17 AM

OWNERS CORPORATION 1
PLAN NO. PS724513H

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 732	100	100
Lot 733	100	100
Lot 734	100	100
Lot 735	100	100
Lot 736	100	100
Lot 737	100	100
Lot 738	100	100
Lot 739	100	100
Lot 740	100	100
Lot 741	100	100
Lot 742	100	100
Lot 743	100	100
Lot 744	100	100
Lot 745	100	100
Lot 746	100	100
Lot 747	100	100
Lot 748	100	100
Lot 749	100	100
Lot 801	100	100
Lot 802	100	100
Lot 803	100	100
Lot 804	100	100
Lot 805	100	100
Lot 806	100	100
Lot 807	100	100
Lot 808	100	100
Lot 809	100	100
Lot 810	100	100
Lot 811	100	100

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Owners Corporation Search Report

Produced: 09/07/2025 09:54:17 AM

OWNERS CORPORATION 1
PLAN NO. PS724513H

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 812	100	100
Lot 813	100	100
Lot 814	100	100
Lot 815	100	100
Lot 816	100	100
Lot 817	100	100
Lot 818	100	100
Lot 819	100	100
Lot 820	100	100
Lot 821	100	100
Lot 822	100	100
Lot 823	100	100
Lot 824	100	100
Lot 825	100	100
Lot 826	100	100
Lot 827	100	100
Lot 828	100	100
Lot 829	100	100
Lot 830	100	100
Lot 831	100	100
Lot 832	100	100
Lot 833	100	100
Lot 834	100	100
Lot 835	100	100
Lot 836	100	100
Lot 837	100	100
Lot 838	100	100
Lot 839	100	100
Lot 840	100	100

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Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Owners Corporation Search Report

Produced: 09/07/2025 09:54:17 AM

OWNERS CORPORATION 1
PLAN NO. PS724513H

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 841	100	100
Lot 842	100	100
Lot 843	100	100
Lot 844	100	100
Lot 845	100	100
Lot 846	100	100
Lot 847	100	100
Lot 901	100	100
Lot 902	100	100
Lot 903	100	100
Lot 904	100	100
Lot 905	100	100
Lot 906	100	100
Lot 907	100	100
Lot 908	100	100
Lot 909	100	100
Lot 910	100	100
Lot 911	100	100
Lot 912	100	100
Lot 913	100	100
Lot 914	100	100
Lot 915	100	100
Lot 916	100	100
Lot 917	100	100
Lot 918	100	100
Lot 919	100	100
Lot 920	100	100
Lot 921	100	100
Lot 922	100	100

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Owners Corporation Search Report

Produced: 09/07/2025 09:54:17 AM

OWNERS CORPORATION 1
PLAN NO. PS724513H

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 923	100	100
Lot 924	100	100
Lot 925	100	100
Lot 926	100	100
Lot 927	100	100
Lot 928	100	100
Lot 929	100	100
Lot 930	100	100
Lot 931	100	100
Lot 932	100	100
Lot 933	100	100
Lot 934	100	100
Lot 935	100	100
Lot 936	100	100
Lot 937	100	100
Lot 938	100	100
Lot 939	100	100
Lot 940	100	100
Lot 941	100	100
Lot 942	100	100
Lot 943	100	100
Lot 944	100	100
Lot 1001	100	100
Lot 1002	100	100
Lot 1003	100	100
Lot 1004	100	100
Lot 1005	100	100
Lot 1006	100	100
Lot 1007	100	100

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

VICTORIA State Government

Owners Corporation Search Report

Produced: 09/07/2025 09:54:17 AM

OWNERS CORPORATION 1
PLAN NO. PS724513H

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1008	100	100
Lot 1009	100	100
Lot 1010	100	100
Lot 1011	100	100
Lot 1012	100	100
Lot 1013	100	100
Lot 1014	100	100
Lot 1015	100	100
Lot 1016	100	100
Lot 1017	100	100
Lot 1018	100	100
Lot 1019	100	100
Lot 1020	100	100
Lot 1021	100	100
Lot 1022	100	100
Lot 1023	100	100
Lot 1024	100	100
Lot 1025	100	100
Lot 1026	100	100
Lot 1027	100	100
Lot 1028	100	100
Lot 1029	100	100
Lot 1030	100	100
Lot 1031	100	100
Lot 1032	100	100
Lot 1033	100	100
Lot 1034	100	100
Lot 1035	100	100
Lot 1036	100	100

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 09/07/2025 09:54:17 AM

OWNERS CORPORATION 1
PLAN NO. PS724513H

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1037	100	100
Lot 1038	100	100
Lot 1039	100	100
Lot 1040	100	100
Lot 1041	100	100
Lot 1042	100	100
Lot 1043	100	100
Lot 1044	100	100
Lot 1045	100	100
Lot 1046	100	100
Lot 1047	100	100
Lot 1048	100	100
Lot 1049	100	100
Lot 1050	100	100
Lot 1101	100	100
Lot 1102	100	100
Lot 1103	100	100
Lot 1104	100	100
Lot 1105	100	100
Lot 1106	100	100
Lot 1107	100	100
Lot 1108	100	100
Lot 1109	100	100
Lot 1110	100	100
Lot 1111	100	100
Lot 1112	100	100
Lot 1113	100	100
Lot 1114	100	100
Lot 1115	100	100

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Owners Corporation Search Report

Produced: 09/07/2025 09:54:17 AM

OWNERS CORPORATION 1
PLAN NO. PS724513H

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1116	100	100
Lot 1117	100	100
Lot 1118	100	100
Lot 1119	100	100
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
Lot 1140	100	100
Lot 1141	100	100
Lot 1142	100	100
Lot 1143	100	100
Lot 1144	100	100

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Owners Corporation Search Report

Produced: 09/07/2025 09:54:17 AM

OWNERS CORPORATION 1
PLAN NO. PS724513H

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1145	100	100
Lot 1146	100	100
Lot 1147	100	100
Lot 1148	100	100
Lot 1149	100	100
Lot 1150	100	100
Lot 1151	100	100
Lot 1152	100	100
Lot 1153	100	100
Lot 1154	100	100
Lot 1155	100	100
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 1201	100	100

Owners Corporation Search Report

Produced: 09/07/2025 09:54:17 AM

OWNERS CORPORATION 1
PLAN NO. PS724513H

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Land Parcel	Entitlement	Liability
Lot 1202	100	100
Lot 1203	100	100
Lot 1204	100	100
Lot 1205	100	100
Lot 1206	100	100
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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 09/07/2025 09:54:17 AM

OWNERS CORPORATION 1
PLAN NO. PS724513H

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1231	100	100
Lot 1232	100	100
Lot 1233	100	100
Lot 1234	100	100
Lot 1235	100	100
Lot 1236	100	100
Lot 1237	100	100
Lot 1238	100	100
Lot 1239	100	100
Lot 1240	100	100
Lot 1241	100	100
Lot 1242	100	100
Lot 1243	100	100
Lot 1244	100	100
Lot 1245	100	100
Lot 1246	100	100
Lot 1301	100	100
Lot 1302	100	100
Lot 1303	100	100
Lot 1304	100	100
Lot 1305	100	100
Lot 1306	100	100
Lot 1307	100	100
Lot 1308	100	100
Lot 1309	100	100
Lot 1310	100	100
Lot 1311	100	100
Lot 1312	100	100
Lot 1313	100	100

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Owners Corporation Search Report

Produced: 09/07/2025 09:54:17 AM

OWNERS CORPORATION 1
PLAN NO. PS724513H

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Land Parcel	Entitlement	Liability
Lot 1314	100	100
Lot 1315	100	100
Lot 1316	100	100
Lot 1317	100	100
Lot 1318	100	100
Lot 1319	100	100
Lot 1320	100	100
Lot 1321	100	100
Lot 1322	100	100
Lot 1323	100	100
Lot 1324	100	100
Lot 1325	100	100
Lot 1326	100	100
Lot 1327	100	100
Lot 1328	100	100
Lot 1329	100	100
Lot 1330	100	100
Lot 1331	100	100
Lot 1332	100	100
Lot 1333	100	100
Lot 1334	100	100
Lot 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

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

VICTORIA State Government

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 09/07/2025 09:54:17 AM

OWNERS CORPORATION 1
PLAN NO. PS724513H

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Land Parcel	Entitlement	Liability
Lot 1409	100	100
Lot 1410	100	100
Lot 1411	100	100
Lot 1412	100	100
Lot 1413	100	100
Lot 1414	100	100
Lot 1415	100	100
Lot 1416	100	100
Lot 1417	100	100
Lot 1418	100	100
Lot 1419	100	100
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

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 09/07/2025 09:54:17 AM

OWNERS CORPORATION 1
PLAN NO. PS724513H

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1438	100	100
Lot 1439	100	100
Lot 1440	100	100
Lot 1441	100	100
Lot 1442	100	100
Lot 1443	100	100
Lot 1444	100	100
Lot 1445	100	100
Lot 1446	100	100
Lot 1447	100	100
Lot 1448	100	100
Lot 1449	100	100
Lot 1501	100	100
Lot 1502	100	100
Lot 1503	100	100
Lot 1504	100	100
Lot 1505	100	100
Lot 1506	100	100
Lot 1507	100	100
Lot 1508	100	100
Lot 1509	100	100
Lot 1510	100	100
Lot 1511	100	100
Lot 1512	100	100
Lot 1513	100	100
Lot 1514	100	100
Lot 1515	100	100
Lot 1516	100	100
Lot 1517	100	100

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS724513H

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1518	100	100
Lot 1519	100	100
Lot 1520	100	100
Lot 1521	100	100
Lot 1522	100	100
Lot 1523	100	100
Lot 1524	100	100
Lot 1525	100	100
Lot 1526	100	100
Lot 1527	100	100
Lot 1528	100	100
Lot 1529	100	100
Lot 1530	100	100
Lot 1531	100	100
Lot 1532	100	100
Lot 1601	100	100
Lot 1602	100	100
Lot 1603	100	100
Lot 1604	100	100
Lot 1605	100	100
Lot 1606	100	100
Lot 1607	100	100
Lot 1608	100	100
Lot 1609	100	100
Lot 1610	100	100
Lot 1611	100	100
Lot 1612	100	100
Lot 1613	100	100
Lot 1614	100	100

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OWNERS CORPORATION 1
PLAN NO. PS724513H

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1615	100	100
Lot 1616	100	100
Lot 1617	100	100
Lot 1618	100	100
Lot 1619	100	100
Lot 1620	100	100
Lot 1621	100	100
Lot 1622	100	100
Lot 1623	100	100
Lot 1624	100	100
Lot 1625	100	100
Lot 1626	100	100
Lot 1627	100	100
Lot 1628	100	100
Lot 1629	100	100
Lot 1630	100	100
Lot 1631	100	100
Lot 1632	100	100
Lot 1633	100	100
Lot 1634	100	100
Lot 1635	100	100
Lot 1636	100	100
Lot 1637	100	100
Lot 1638	100	100
Lot 1639	100	100
Lot 1640	100	100
Lot 1641	100	100
Lot 1642	100	100
Lot 1643	100	100

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Produced: 09/07/2025 09:54:17 AM

OWNERS CORPORATION 1
PLAN NO. PS724513H

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
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
Lot 1657	100	100
Lot 1658	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

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OWNERS CORPORATION 1
PLAN NO. PS724513H

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1715	100	100
Lot 1716	100	100
Lot 1717	100	100
Lot 1718	100	100
Lot 1719	100	100
Lot 1720	100	100
Lot 1721	100	100
Lot 1722	100	100
Lot 1723	100	100
Lot 1724	100	100
Lot 1725	100	100
Lot 1726	100	100
Lot 1727	100	100
Lot 1728	100	100
Lot 1729	100	100
Lot 1730	100	100
Lot 1731	100	100
Lot 1732	100	100
Lot 1733	100	100
Lot 1734	100	100
Lot 1735	100	100
Lot 1736	100	100
Lot 1737	100	100
Lot 1738	100	100
Lot 1739	100	100
Lot 1740	100	100
Lot 1741	100	100
Lot 1742	100	100
Lot 1743	100	100

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ABN 86 627 986 396

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OWNERS CORPORATION 1
PLAN NO. PS724513H

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
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
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 1801	100	100
Lot 1802	100	100
Lot 1803	100	100

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OWNERS CORPORATION 1
PLAN NO. PS724513H

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
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
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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 09/07/2025 09:54:17 AM

OWNERS CORPORATION 1
PLAN NO. PS724513H

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
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
Lot 1848	100	100
Lot 1849	100	100
Lot 1850	100	100
Lot 1901	100	100
Lot 1902	100	100
Lot 1903	100	100
Lot 1904	100	100
Lot 1905	100	100
Lot 1906	100	100
Lot 1907	100	100
Lot 1908	100	100
Lot 1909	100	100
Lot 1910	100	100
Lot 1911	100	100

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Produced: 09/07/2025 09:54:17 AM

OWNERS CORPORATION 1
PLAN NO. PS724513H

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
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 1933A	100	100
Lot 1934A	100	100
Lot 1935	100	100
Lot 1936	100	100
Lot 1937	100	100
Lot 1938	100	100
Lot 1939	100	100
Lot 1940	100	100

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ABN 86 627 986 396

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Produced: 09/07/2025 09:54:17 AM

OWNERS CORPORATION 1
PLAN NO. PS724513H

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1941	100	100
Lot 1942	100	100
Lot 1943	100	100
Lot 1944	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
Lot 2023	100	100
Lot 2024	100	100
Lot 2025	100	100

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ABN 86 627 986 396

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Owners Corporation Search Report

Produced: 09/07/2025 09:54:17 AM

OWNERS CORPORATION 1
PLAN NO. PS724513H

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
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 2046	100	100
Lot 2047	100	100
Lot 2048	100	100
Lot 2049	100	100
Lot 2050	100	100
Lot 2051	100	100
Lot 2052	100	100
Lot 2053	100	100
Lot 2054	100	100
Lot 2101	100	100

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ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 09/07/2025 09:54:17 AM

OWNERS CORPORATION 1
PLAN NO. PS724513H

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2102	100	100
Lot 2103	100	100
Lot 2104	100	100
Lot 2105	100	100
Lot 2106	100	100
Lot 2107	100	100
Lot 2108	100	100
Lot 2109	100	100
Lot 2110	100	100
Lot 2111	100	100
Lot 2112	100	100
Lot 2113	100	100
Lot 2114	100	100
Lot 2115	100	100
Lot 2116	100	100
Lot 2117	100	100
Lot 2118	100	100
Lot 2119	100	100
Lot 2120	100	100
Lot 2121	100	100
Lot 2122	100	100
Lot 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

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ABN 86 627 986 396

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Owners Corporation Search Report

Produced: 09/07/2025 09:54:17 AM

OWNERS CORPORATION 1
PLAN NO. PS724513H

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2132	100	100
Lot 2133	100	100
Lot 2134	100	100
Lot 2135	100	100
Lot 2136	100	100
Lot 2137	100	100
Lot 2138	100	100
Lot 2139	100	100
Lot 2140	100	100
Lot 2141	100	100
Lot 2142	100	100
Lot 2143	100	100
Lot 2144	100	100
Lot 2201A	100	100
Lot 2201B	100	100
Lot 3301	100	100
Lot 3302	100	100
Lot 3303	100	100
Lot 3304	100	100
Lot 3305	100	100
Lot 3306	100	100
Lot 3307	100	100
Lot 3308	100	100
Lot 3309	100	100
Lot 3310	100	100
Lot 3311	100	100
Lot 3312	100	100
Lot 3313	100	100
Lot 3314	100	100

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ABN 86 627 986 396

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Produced: 09/07/2025 09:54:17 AM

OWNERS CORPORATION 1
PLAN NO. PS724513H

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3315	100	100
Lot 3316	100	100
Lot 3317	100	100
Lot 3318	100	100
Lot 3319	100	100
Lot 3320	100	100
Lot 3321	100	100
Lot 3322	100	100
Lot 3323	100	100
Lot 3324	100	100
Lot 3325	100	100
Lot 3326	100	100
Lot 3327	100	100
Lot 3328	100	100
Lot 3329	100	100
Lot 3330	100	100
Lot 3331	100	100
Lot 3332	100	100
Lot 3333	100	100
Lot 3334	100	100
Lot 3335	100	100
Lot 3336	100	100
Lot 3337	100	100
Lot 3338	100	100
Lot 3339	100	100
Lot 3340	100	100
Lot 3341	100	100
Lot 3342	100	100
Lot 3343	100	100

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ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 09/07/2025 09:54:17 AM

OWNERS CORPORATION 1
PLAN NO. PS724513H

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3344	100	100
Lot 3601	100	100
Lot 3602	100	100
Lot 3603	100	100
Lot 3604	100	100
Lot 3605	100	100
Lot 3606	100	100
Lot 3607	100	100
Lot 3608	100	100
Lot 3609	100	100
Lot 3610	100	100
Lot 3611	100	100
Lot 3612	100	100
Lot 3613	100	100
Lot 3614	100	100
Lot 3615	100	100
Lot 3616	100	100
Lot 3617	100	100
Lot 3618	100	100
Lot 3619	100	100
Lot 3620	100	100
Lot 3621	100	100
Lot 3622	100	100
Lot 3623	100	100
Lot 3624	100	100
Lot 3625	100	100
Lot 3626	100	100
Lot 3627	100	100
Lot 3628	100	100

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ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 09/07/2025 09:54:17 AM

OWNERS CORPORATION 1
PLAN NO. PS724513H

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3629	100	100
Lot 3630	100	100
Lot 3631	100	100
Lot 3632	100	100
Lot 3633	100	100
Lot 3634	100	100
Lot 3635	100	100
Lot 3636	100	100
Lot 3637	100	100
Lot 3638	100	100
Lot 3639	100	100
Lot 3640	100	100
Lot 3641	100	100
Lot 3642	100	100
Lot 3643	100	100
Lot 3644	100	100
Lot 3645	100	100
Lot 3646	100	100
Lot 3701	100	100
Lot 3702	100	100
Lot 3703	100	100
Lot 3704	100	100
Lot 3705	100	100
Lot 3706	100	100
Lot 3707	100	100
Lot 3708	100	100
Lot 3709	100	100
Lot 3710	100	100
Lot 3711	100	100

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ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 09/07/2025 09:54:17 AM

OWNERS CORPORATION 1
PLAN NO. PS724513H

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3801	100	100
Lot 3802	100	100
Lot 3803	100	100
Lot 3804	100	100
Lot 3805	100	100
Lot 3806	100	100
Lot 3807	100	100
Lot 3808	100	100
Lot 3809	100	100
Lot 3810	100	100
Lot 3901A	100	100
Lot 3901B	100	100
Lot A	1	1
Lot B	1	1
Lot D	1	1
Lot S11	1700	1
Lot S12	600	1
Lot S27	2900	1
Lot S33	2100	1
Lot S35	1	1
Total	**124604.00**	**117308.00**

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.

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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OWNERS CORPORATION 2
PLAN NO. PS724513H

The land in PS724513H is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 2, Lots A, B, D.

Limitations on Owners Corporation:
Limited to Common Property

Postal Address for Services of Notices:
LEVEL 2 126 WELLINGTON PARADE EAST MELBOURNE VIC 3002

PS724513H/S33 14/02/2023

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
OC042295Q 21/01/2019

Notations:
Only the members of Owners Corporation 2 are entitled to use Common Property No. 2. Folio of the Register for Common Property No. 2 is in the name of Owners Corporation 1. Members of Owners Corporation 2 are also affected by Owners Corporation 1.

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot A	52	52
Lot B	22	22
Lot D	71	71
Total	**145.00**	**145.00**

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

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OWNERS CORPORATION 2
PLAN NO. PS724513H

Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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ABN 86 627 986 396

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OWNERS CORPORATION 3
PLAN NO. PS724513H

The land in PS724513H is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 3, Lots 3901A, 3901B.

Limitations on Owners Corporation:
Limited to Common Property

Postal Address for Services of Notices:
QUANTUM UNITED MANAGEMENT UNIT 12 LEVEL 2 100 OVERTON ROAD WILLIAMS LANDING VIC 3027

PS724513H/S33 14/02/2023

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
OC056105V 21/07/2022

Notations:
Folio of the Register for Common Property No. 3 is in the name of Owners Corporation 1. Members of Owners Corporation 3 are also affected by Owners Corporation 1. Only the members of Owners Corporation 3 are entitled to use Common Property No. 3.

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 3	0	0
Lot 3901A	100	100
Lot 3901B	100	100
Total	**200.00**	**200.00**

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.

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ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 09/07/2025 09:54:18 AM

OWNERS CORPORATION 3
PLAN NO. PS724513H

Statement End.

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 4
PLAN NO. PS724513H

The land in PS724513H is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 4, Lots 2201A, 2201B.

Limitations on Owners Corporation:
Limited to Common Property

Postal Address for Services of Notices:
QUANTUM UNITED MANAGEMENT UNIT 12 LEVEL 2 100 OVERTON ROAD WILLIAMS LANDING VIC 3027

PS724513H/S33 14/02/2023

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
OC056149Y 21/07/2022

Notations:
Folio of the Register for Common Property No. 4 is in the name of Owners Corporation 1. Members of Owners Corporation 4 are also affected by Owners Corporation 1. Only the members of Owners Corporation 4 are entitled to use Common Property No. 4.

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 4	0	0
Lot 2201A	100	100
Lot 2201B	100	100
Total	**200.00**	**200.00**

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.

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Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 4
PLAN NO. PS724513H

Statement End.

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Document Identification	**PS724513H**
Number of Pages (excluding this cover sheet)	**144**
Document Assembled	**09/07/2025 09:54**

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PLAN OF SUBDIVISION

LV use only
EDITION 33

Plan Number
PS 724513H

Location of Land

Parish: Werribee
Township: —

Section: 18 (Part) | 19
Crown Allotment: | A (Part) | 32 (Part)

Title Reference: Vol. Fol.

Last Plan Reference: Lot G PS 724517Y

Postal Address: (at time of subdivision) 772 Ballan Road
Wyndham Vale 3024

MGA Co-ordinates: (of approx. centre of land in plan) E 288 200 Zone: 55
N 5 808 000 GDA 94

Council Name: Wyndham City Council

Vesting of Roads and/or Reserves

Identifier	Council/Body/Person
SEE	SHEET 2

NOTATIONS

Depth Limitation : Does not apply.

Survey This plan is/~~is not~~ based on survey BP 2905E.
This survey has been connected to permanent marks no(s) 7, 8, 10 & 160.
This is not in a Proclaimed Survey Area.

Staging This is/~~is not~~ a staged subdivision
Planning Permit No. WYP7749/14 & WYP 10367/17

NOTATIONS

Lots on this Plan may be affected by one or more Owners Corporations

For details of any Owners Corporations including purpose, responsibility, entitlement & liability see Owners Corporation search report, Owners Corporation additional information and if applicable, Owners Corporation rules.

For Restrictions See Sheets 128 to 138(b.i.)

SEE SHEETS 3 & 4

WARNING: The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958

Estate: JUBILEE

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
	SEE	SHEET	3	

WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946
SUITE 4, LEVEL 5, 449 ST KILDA RD, MELBOURNE PH.(03) 9860 0300

REF 34541

ORIGINAL SHEET SIZE A3

SHEET 1 OF 141 SHEETS

JONATHAN TREVOR NEATE, VERSION

THIS IS A LAND USE VICTORIA COMPILED PLAN
FOR DETAILS SEE MODIFICATION TABLE HEREIN

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PLAN OF SUBDIVISION

LV use only
EDITION

Plan Number
PS 724513H

Vesting of Roads and/or Reserves

Identifier	Council/Body/Person
Road R-1	Wyndham City Council
Road R-2	Roads Corporation
Road R-3	Wyndham City Council
Road R-4	Wyndham City Council
Road R-5	Wyndham City Council
Road R-6	Wyndham City Council
Road R-7	Wyndham City Council
Road R-8	Wyndham City Council
Road R-9	Wyndham City Council
Road R-10	Wyndham City Council
Road R-11	Wyndham City Council
Road R-12	Wyndham City Council
Road R-13	Wyndham City Council
Road R-14	Wyndham City Council
Road R-15	Wyndham City Council
Road R-16	Wyndham City Council
Road R-17	Wyndham City Council
Road R-18	Wyndham City Council
Road R-19	Wyndham City Council
Road R-20	Wyndham City Council
Road R-21	Wyndham City Council
Road R-22	Wyndham City Council
Road R-23	Wyndham City Council
Road R-24	Wyndham City Council
Road R-25	Wyndham City Council
Road R-26	Wyndham City Council

Identifier	Council/Body/Person
Reserve No.1	Wyndham City Council
Reserve No.2	Wyndham City Council
Reserve No.3	Wyndham City Council
Reserve No.4	Powercor Australia Limited
Reserve No.5	Powercor Australia Limited
Reserve No.6	Wyndham City Council
Reserve No.7	Wyndham City Council
Reserve No.8	Wyndham City Council
Reserve No.9	Powercor Australia Limited
Reserve No.10	Wyndham City Council
Reserve No.11	Wyndham City Council
Reserve No.12	Wyndham City Council
Reserve No.13	Powercor Australia Limited
Reserve No.15	Wyndham City Council
Reserve No.16	Wyndham City Council
Reserve No.17	Powercor Australia Limited
Reserve No.19	Powercor Australia Limited
Reserve No.20	Wyndham City Council
Reserve No.22	Powercor Australia Limited
Reserve No.23	Wyndham City Council
Reserve No.24	Wyndham City Council
Reserve No.25	Wyndham City Council
Reserve No.26	Wyndham City Council
Reserve No.27	Powercor Australia Limited
Reserve No.28	Wyndham City Council
Reserve No.30	Wyndham City Council
Reserve No.33	Powercor Australia Limited
Reserve No.34	Wyndham City Council
Reserve No.35	Wyndham City Council
Reserve No.36	Powercor Australia Limited
Reserve No.37	Wyndham City Council
Reserve No.38	Wyndham City Council
Reserve No.39	Wyndham City Council
Reserve No.40	Wyndham City Council
Reserve No.41	Wyndham City Council
Reserve No.42	Powercor Australia Limited

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SHEET 2

JONATHAN TREVOR NEATE, VERSION

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PLAN OF SUBDIVISION

LV use only
EDITION

Plan Number
PS 724513H

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-2, E-4 & E-12	Drainage	See Diag.	This Plan	Wyndham City Council
E-3, E-4, E-6 & E-12	Sewerage	See Diag.	This Plan	City West Water Corporation
E-5 & E-6	Creation and maintenance of Wetland, Floodway and Drainage as specified and set out in Memorandum of Common Provisions No.AA1107	See Diag.	This Plan	Melbourne Water Corporation
E-7 & E-8	Gas Transmission Pipeline (Licenced Gas Pipeline)	See Diag.	This Plan	APA GasNet Australia (Operations) Pty Ltd
E-8 & E-9	Powerline	See Diag.	This Plan Section 88 of the Electricity Industry Act 2000	Powercor Australia Ltd
E-11	Party Wall	See Diag.	This Plan	The relevant abutting lot on this plan
E-12	Supply of Electricity	See Diag.	This Plan	Powercor Australia Limited

Notations

Lot 3901A comprises 3 parts on the Ground Floor and Lot 3901B comprises 4 parts located on the Ground and First Floors.

Boundaries defined by buildings are are shown by thick continuous lines (Sheets 123 to 126 [Both Inclusive]).

Location of boundaries defined by buildings

Interior Face : All Other Boundaries

— — — — — — — : Denotes Building Structure projection

Dimensions shown to boundaries defined by buildings are measured to the external face of the relevant structure.

Common Property No.3 is all the land on sheets 123 to 126 (Both Inclusive) except the lots and includes the structure of those walls, floors and ceilings which define boundaries.

All internal pipe shafts and structural columns of the building shown on sheets 123 to 126 (Both Inclusive) are deemed to be part of Common Property No.3. The position of these pipe shafts and structural columns have not been shown on the diagrams contained herein.

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REF 34541

ORIGINAL SHEET SIZE A3

SHEET 3

JONATHAN TREVOR NEATE, VERSION

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PLAN OF SUBDIVISION

LV use only
EDITION

Plan Number
PS 724513H

Notations

Lots 1 to 100 (Both Inclusive), 148 to 200 (Both Inclusive), 267 to 300 (Both Inclusive), 343 to 400 (Both Inclusive), 456 to 500 (Both Inclusive), 545 to 600 (Both Inclusive), 665 to 700 (Both Inclusive), 750 to 800 (Both Inclusive), 848 to 900 (Both Inclusive), 945 to 1000 (Both Inclusive), 1051 to 1100 (Both Inclusive), 1173 to 1200 (Both Inclusive), 1247 to 1300 (Both Inclusive), 1335 to 1400 (Both Inclusive), 1450 to 1500 (Both Inclusive), 1533 to 1600 (Both Inclusive), 1659 to 1700 (Both Inclusive), 1770 to 1800 (Both Inclusive), 1851 to 1900 (Both Inclusive), 1945 to 2000 (Both Inclusive), 2045, 2055 to 2100 (Both Inclusive), 2123, 2145 to 2200 (Both Inclusive), 2202 to 3300 (Both Inclusive), 3345 to 3600 (Both Inclusive), 3647 to 3700 (Both Inclusive), 3712 to 3800 (Both Inclusive), 3811 to 3900 (Both Inclusive), S2 to S10 (Both Inclusive), S13 to S26 (Both Inclusive), S28 to S32 (Both Inclusive), S34 and C have been omitted from this plan.

Lots 101 to 147 (Both Inclusive), 201 to 266 (Both Inclusive), 301 to 342 (Both Inclusive), 401 to 455 (Both Inclusive), 501 to 544 (Both Inclusive), 601 to 664 (Both Inclusive), 701 to 749 (Both Inclusive), 801 to 847 (Both Inclusive), 901 to 944 (Both Inclusive), 1001 to 1050 (Both Inclusive), 1101 to 1172 (Both Inclusive), 1201 to 1246 (Both Inclusive), 1301 to 1334 (Both Inclusive), 1401 to 1449 (Both Inclusive), 1501 to 1532 (Both Inclusive), 1601 to 1658 (Both Inclusive), 1701 to 1769 (Both Inclusive), 1801 to 1850 (Both Inclusive), 1901 to 1944 (Both Inclusive), 2001 to 2044 (Both Inclusive), 2046 to 2054 (Both Inclusive), 2101 to 2122 (Both Inclusive), 2124 to 2144 (Both Inclusive), 2201A, 2201B, 3301 to 3344 (Both Inclusive), 3601 to 3646 (Both Inclusive), 3701 to 3711 (Both Inclusive), 3801 to 3810 (Both Inclusive), 3901A, 3901B, A, B and D are affected by Restrictive Covenants.
Refer to Sheets 131 to 141 (Both Inclusive).

Lots 142, 143, 206, 207, 223, 224, 242 to 249 (B.I.), 317 to 319 (B.I.), 332, 333, 402, 403, 405 to 408 (B.I.), 411, 412, 418, 419, 430 to 442 (B.I.), 450, 451, 501, 502, 506 to 509 (B.I.), 537, 538, 610, 611, 620, 621, 623, 624, 626, 631 to 638 (B.I.), 650, 651, 654 to 658 (B.I.), 662, 663, 712 to 719 (B.I.), 738 to 742 (B.I.), 801, 802, 815 to 817 (B.I.), 819 to 821 (B.I.), 830 to 837 (B.I.), 902 to 908 (B.I.), 919, 935 to 937 (B.I.), 1017, 1018, 1023, 1025, 1049, 1050, 1114 to 1121 (B.I.), 1152 to 1161 (B.I.), 1206 to 1214 (B.I.), 1217, 1218, 1227 to 1230 (B.I.), 1237 to 1239 (B.I.), 1242, 1243, 1313 to 1320 (B.I.), 1407, 1415 to 1422 (B.I.), 1428 to 1433 (B.I.), 1438, 1444 to 1446 (B.I.), 1449, 1516, 1517, 1519, 1520, 1522, 1523, 1526 to 1532 (B.I.), 1615 to 1619 (B.I.), 1635 to 1639 (B.I.), 1726 to 1733 (B.I.), 1737, 1738, 1743, 1746, 1747, 1760 to 1768 (B.I.), 1812 to 1816 (B.I.), 1908, 1909, 1911 to 1913 (B.I.), 1932, 1933A, 2001 to 2014 (B.I.), 2020 to 2023 (B.I.), 2029, 2030, 2036, 2037, 2043, 2044 and 3701 to 3711 (B.I.) are affected by MCP AA2709.

Lots 2101 to 2122 (B.I.), 2124 to 2143 (B.I.), 3301 to 3344 (B.I.), 3601 to 3646 (B.I.) and 3801 to 3810 (B.I.) are affected by the Small Lot Housing Code.

Lots 101 to 141 (B.I.), 144 to 147 (B.I.), 201 to 205 (B.I.), 208 to 222 (B.I.), 225 to 241 (B.I.), 250 to 266 (B.I.), 301 to 316 (B.I.), 320 to 331 (B.I.), 334 to 342 (B.I.), 401, 404, 409, 410, 413 to 417 (B.I.), 420 to 429 (B.I.), 443 to 449 (B.I.), 452 to 455 (B.I.), 503 to 505 (B.I.), 510 to 536 (B.I.), 539 to 544 (B.I.), 601 to 609 (B.I.), 612 to 619 (B.I.), 622, 625, 627 to 630 (B.I.), 639 to 649 (B.I.), 652, 653, 659 to 661 (B.I.), 664, 701 to 711 (B.I.), 720 to 737 (B.I.), 743 to 749 (B.I.), 803 to 814 (B.I.), 818, 822 to 829 (B.I.), 838 to 847 (B.I.), 901, 909 to 918 (B.I.), 920 to 934 (B.I.), 938 to 944 (B.I.), 1001 to 1016 (B.I.), 1019 to 1022 (B.I.), 1024, 1026 to 1048 (B.I.), 1101 to 1113 (B.I.), 1122 to 1151 (B.I.), 1162 to 1172 (B.I.), 1201 to 1205 (B.I.), 1215, 1216, 1219 to 1226 (B.I.), 1231 to 1236 (B.I.), 1240, 1241, 1244 to 1246 (B.I.), 1301 to 1312 (B.I.), 1321 to 1334 (B.I.), 1401 to 1406 (B.I.), 1408 to 1414 (B.I.), 1423 to 1427 (B.I.), 1434 to 1437 (B.I.), 1439 to 1443 (B.I.), 1447, 1448, 1501 to 1515 (B.I.), 1518, 1521, 1524, 1525, 1601 to 1614 (B.I.), 1620 to 1634 (B.I.), 1640 to 1658 (B.I.), 1701 to 1725 (B.I.), 1734 to 1736 (B.I.), 1739 to 1742 (B.I.), 1744, 1745, 1748 to 1759 (B.I.), 1769, 1801 to 1811 (B.I.), 1817 to 1850 (B.I.), 1901 to 1907 (B.I.), 1910, 1914 to 1931 (B.I.), 1934A to 1944 (B.I.), 2015 to 2019 (B.I.), 2024 to 2028 (B.I.), 2031 to 2035 (B.I.), 2038 to 2042 (B.I.) and 2046 to 2054 (B.I.) are affected by MCP AA2953.

Lot 2144 is affected by MCP AA7306.

Lot 1769 is not in sequential lot number order, refer to Sheet 105.

Lot 2123 is not part of this plan.

The Building Envelope Schedule for Lots 101 to 147 (B.I.) is within the Instrument PS 724513H.

The Building Envelope Schedule for Lots 201 to 266 (B.I.) is within the Instrument PS 724513H/S2.

The Building Envelope Schedule for Lots 301 to 342 (B.I.) is within the Instrument PS 724513H/S32.

The Building Envelope Schedule for Lots 401 to 455 (B.I.) is within the Instrument PS 724513H/S4.

The Building Envelope Schedule for Lots 501 to 544 (B.I.) is within the Instrument PS 724513H/S5.

The Building Envelope Schedule for Lots 601 to 664 (B.I.) is within the Instrument PS 724513H/S6.

The Building Envelope Schedule for Lots 701 to 749 (B.I.) is within the Instrument PS 724513H/S7.

The Building Envelope Schedule for Lots 801 to 847 (B.I.) is within the Instrument PS 724513H/S8.

The Building Envelope Schedule for Lots 901 to 944 (B.I.) is within the Instrument PS 724513H/S9.

The Building Envelope Schedule for Lots 1001 to 1050 (B.I.) is within the Instrument PS 724513H/S10.

The Building Envelope Schedule for Lots 1101 to 1172 (B.I.) is within the Instrument PS 724513H/S11.

The Building Envelope Schedule for Lots 1201 to 1246 (B.I.) is within the Instrument PS 724513H/S12.

The Building Envelope Schedule for Lots 1301 to 1334 (B.I.) is within the Instrument PS 724513H/S13.

The Building Envelope Schedule for Lots 1401 to 1449 (B.I.) is within the Instrument PS 724513H/S14.

The Building Envelope Schedule for Lots 1501 to 1532 (B.I.) is within the Instrument PS 724513H/S15.

The Building Envelope Schedule for Lots 1601 to 1658 (B.I.) is within the Instrument PS 724513H/S16.

The Building Envelope Schedule for Lots 1701 to 1769 (B.I.) is within the Instrument PS 724513H/S17.

The Building Envelope Schedule for Lots 1801 to 1850 (B.I.) is within the Instrument PS 724513H/S18.

The Building Envelope Schedule for Lots 1901 to 1944 (B.I.) is within the Instrument PS 724513H/S19.

The Building Envelope Schedule for Lots 2001 to 2054 (B.I.) is within the Instrument PS 724513H/S20.

The Building Envelope for Lot 2144 is recorded within MCP AA7306.

Lot 2201A comprises 3 parts on the Ground Floor and Lot 2201B comprises 4 parts located on the Ground and First Floors.

Boundaries defined by buildings are are shown by thick continuous lines (Sheets 119 to 122 [Both Inclusive]).

Location of boundaries defined by buildings

Interior Face : All Other Boundaries

— — — — — — — : Denotes Building Structure projection

Dimensions shown to boundaries defined by buildings are measured to the external face of the relevant structure.

Common Property No.4 is all the land on sheets 119 to 122 (Both Inclusive) except the lots and includes the structure of those walls, floors and ceilings which define boundaries.

All internal pipe shafts and structural columns of the building shown on sheets 119 to 122 (Both Inclusive) are deemed to be part of Common Property No.4. The position of these pipe shafts and structural columns have not been shown on the diagrams contained herein.

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
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REF 34541	ORIGINAL SHEET SIZE A3	SHEET 4
JONATHAN TREVOR NEATE, VERSION		

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PLAN OF SUBDIVISION

LV use only
EDITION

Plan Number
PS 724513H

LOT INDEX

LOT	SHEET	LOT	SHEET	LOT	SHEET	LOT	SHEET
101-105	15	533-544	25	1111-1113	82	1653-1658	72
106-117	14	601-604	30	1114-1121	83	1701-1702	101
118-122	15	605	31	1122-1125	82	1703-1709	102
123-125	13	606-609	30	1126-1136	81	1710-1713	103
126-133	12	610-612	32	1137-1142	82	1714-1720	104
134-141	11	613-620	31	1143-1150	83	1721-1735	105
142-143	10	621-641	32	1151-1167	84	1736-1743	104
144-147	15	642-654	33	1168-1172	80	1744-1750	103
201-207	17	655-661	30	1201-1211	59	1751-1756	102
208-218	18	662-664	33	1212-1225	60	1757-1768	101
219-232	19	701-705	35	1226-1231	59	1769	105
233-239	20	706-727	36	1232-1245	61	1801-1805	75
240-246	21	728-736	37	1246	59	1806-1817	76
247-253	22	737-743	35	1301-1307	63	1818-1830	77
254	21	744-749	37	1308-1311	64	1831	76
255-256	22	801-807	39	1312-1320	63	1832	75
257-259	20	808-821	40	1321-1322	65	1833-1849	78
260-263	19	822-829	41	1323-1327	64	1850	75
264-266	22	830-839	39	1328-1334	65	1901-1941	107
301-314	96	840-844	40	1401-1405	93	1942-1944	108
315-324	97	845-847	41	1406-1422	92	2001-2014	111
325	96	901-923	50	1423-1434	93	2015-2020	112
326-333	97	924-929	51	1435-1443	94	2021-2023	110
334-342	98	930-939	52	1444-1449	95	2024-2042	112
401-417	44	940-944	51	1501-1504	67	2043-2044	110
418-428	45	1001-1002	54	1505-1518	68	2046-2054	112
429-443	46	1003-1011	55	1519-1532	67	2101-2122	114
444-452	47	1012-1015	54	1601-1612	70	2124-2144	114
453-455	48	1016-1025	55	1613-1623	71	2201A	119
501-505	25	1026-1040	56	1624-1627	70	2201B	119
506-514	26	1041-1048	57	1628-1634	73	3301-3313	128
515-519	27	1049-1050	56	1635-1642	72	3314-3336	129
520-532	28	1101-1110	80	1643-1652	73	3337-3344	128

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ORIGINAL SHEET SIZE A3

SHEET 5

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PLAN OF SUBDIVISION

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EDITION

Plan Number
PS 724513H

LOT INDEX

LOT	SHEET	LOT	SHEET	LOT	SHEET	LOT	SHEET
3601-3612	117	RESERVE NO 1	8, 14	RESERVE NO. 40	110	COMMON PROPERTY NO.1	9, 86-90
3613-3635	118	RESERVE NO. 2	12, 13	RESERVE NO. 41	114	COMMON PROPERTY NO.2	85-86, 88-90, 109
3636-3646	117	RESERVE NO. 3	8, 14	RESERVE NO. 42	107	COMMON PROPERTY NO.3	123-124
3701-3711	113	RESERVE NO. 4	11			COMMON PROPERTY NO.4	119-120
3801-3810	115	RESERVE NO. 5	22				
3901A	123	RESERVE NO. 6	27				
3901B	123	RESERVE NO. 7	30, 31				
A	86	RESERVE NO. 8	31				
B	88	RESERVE NO. 9	31				
D	89, 109	RESERVE NO. 10	35, 37				
S11	44	RESERVE NO. 11	39, 41				
S12	48	RESERVE NO. 12	39				
S27	7	RESERVE NO. 13	40				
S33	42	RESERVE NO. 15	45 - 47				
S35	42	RESERVE NO. 16	48				
		RESERVE NO. 17	47				
		RESERVE NO. 19	55				
		RESERVE NO. 20	63 & 65				
		RESERVE NO. 22	67				
		RESERVE NO. 23	72				
		RESERVE NO. 24	71 & 72				
		RESERVE NO. 25	83				
		RESERVE NO. 26	84				
		RESERVE NO. 27	80				
		RESERVE NO. 28	92				
		RESERVE NO. 30	42				
		RESERVE NO. 33	42				
		RESERVE NO 34	101				
		RESERVE NO. 35	101				
		RESERVE NO. 36	112				
		RESERVE NO. 37	87				
		RESERVE NO. 38	87				
		RESERVE NO. 39	86				

WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
6 MAIN ST, MORNINGTON PH.(03) 5975 4544, FAX (03) 5975 3915
SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300

REF 34541

ORIGINAL SHEET SIZE A3

SHEET 6

JONATHAN TREVOR NEATE, VERSION

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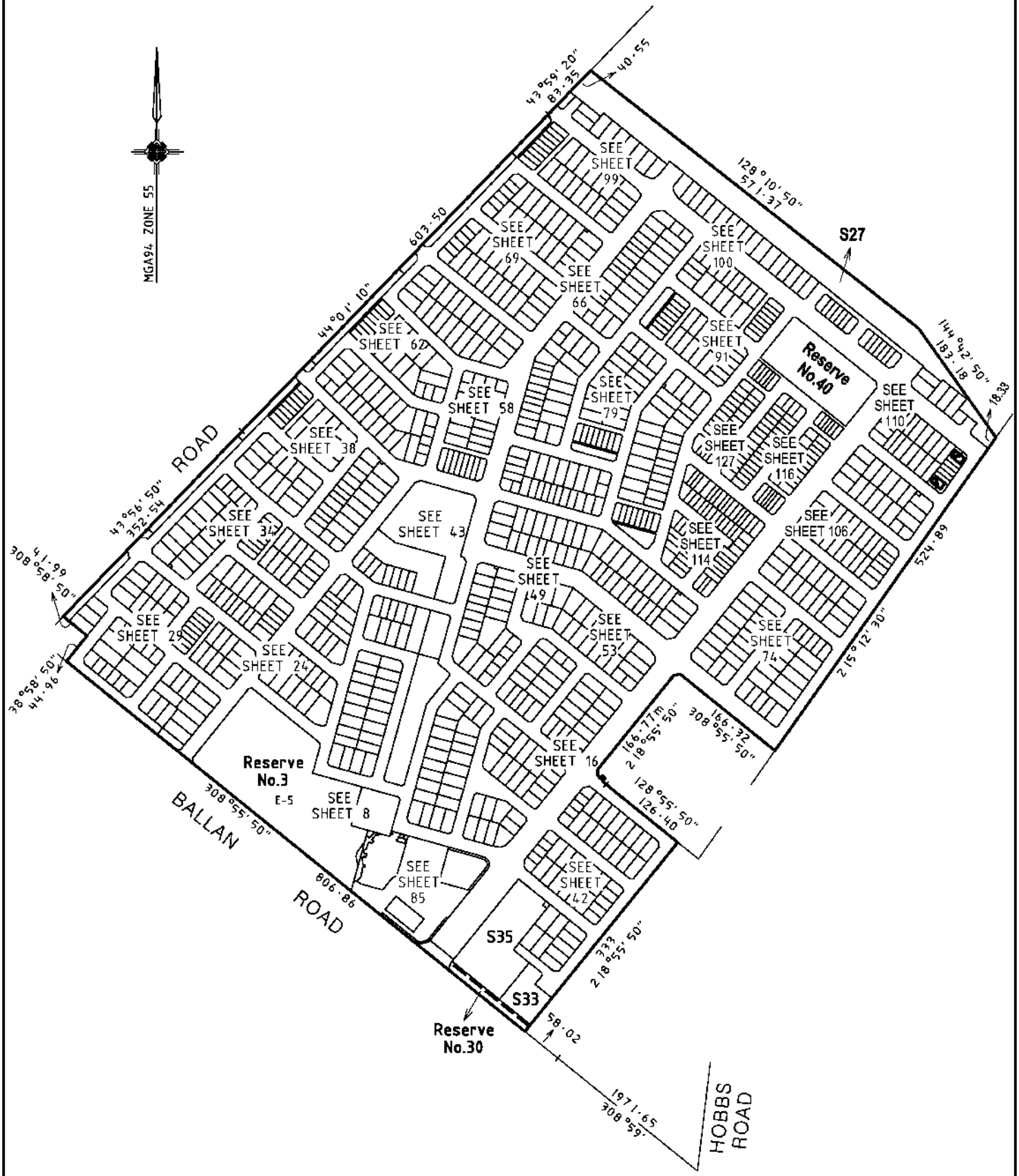
Plan Number

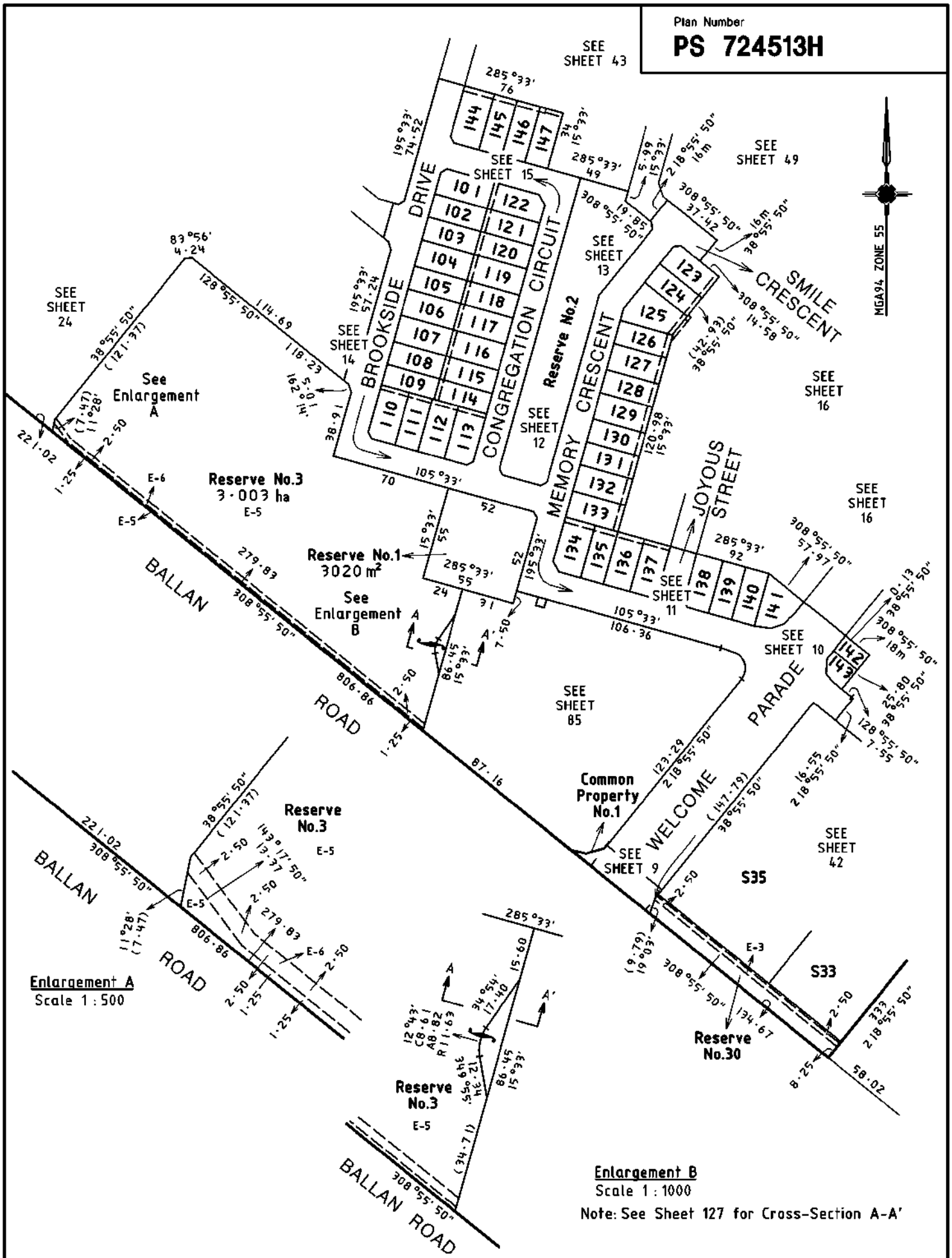
PS 724513H



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 6 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3915 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:5000	0 50 100 150 200 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 7
	JONATHAN TREVOR NEATE VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 8 of 144

Plan Number
PS 724513H



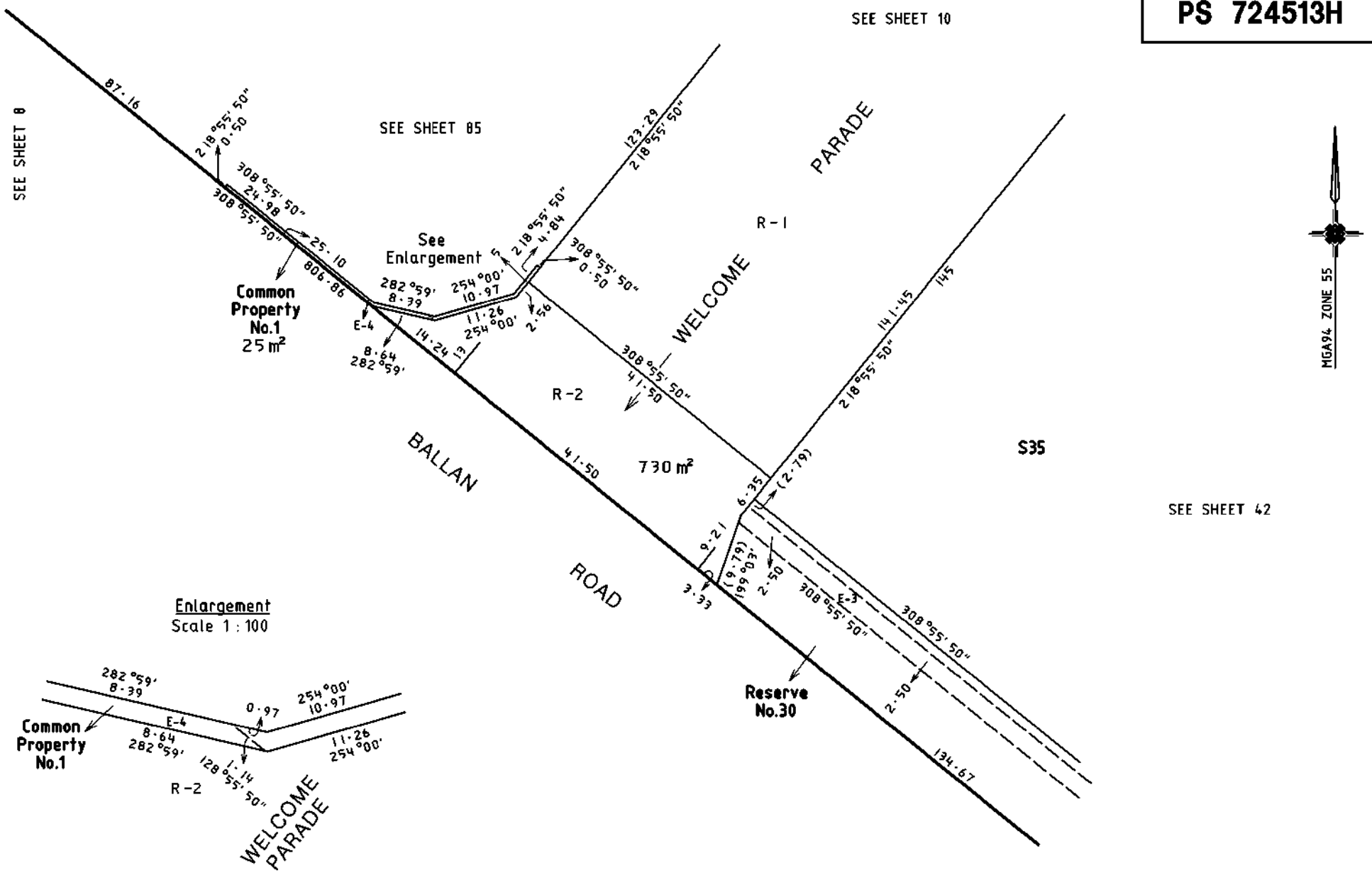
Enlargement A
Scale 1 : 500

Enlargement B
Scale 1 : 1000

Note: See Sheet 127 for Cross-Section A-A'

WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946 SUITE 4, LEVEL 6, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:2000	0 20 40 60 80 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 8
	JONATHAN TREVOR NEATE VERSION			

Plan Number
PS 724513H



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 6 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300		SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 9
		JONATHAN TREVOR NEATE VERSION		

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 9 of 144

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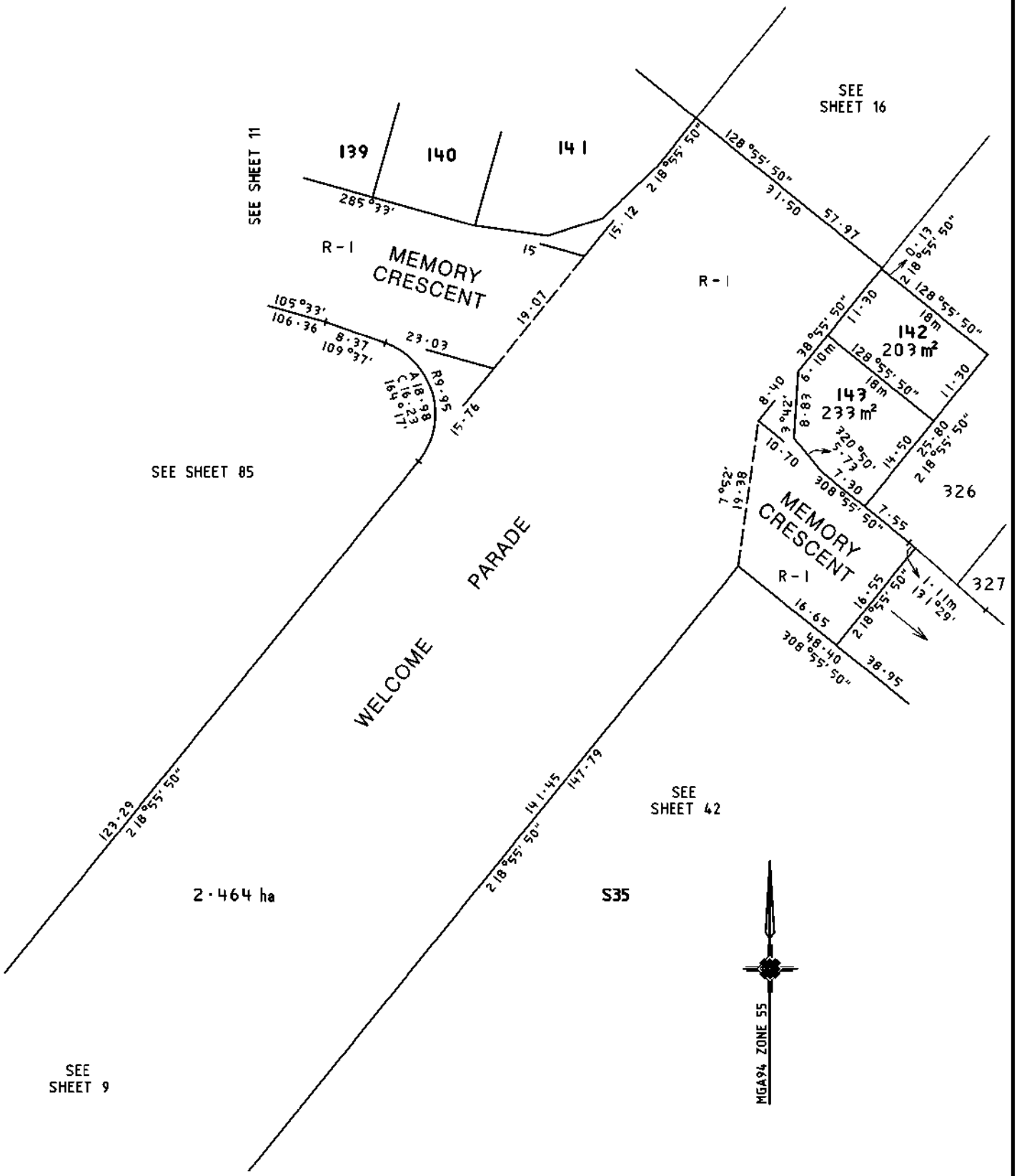
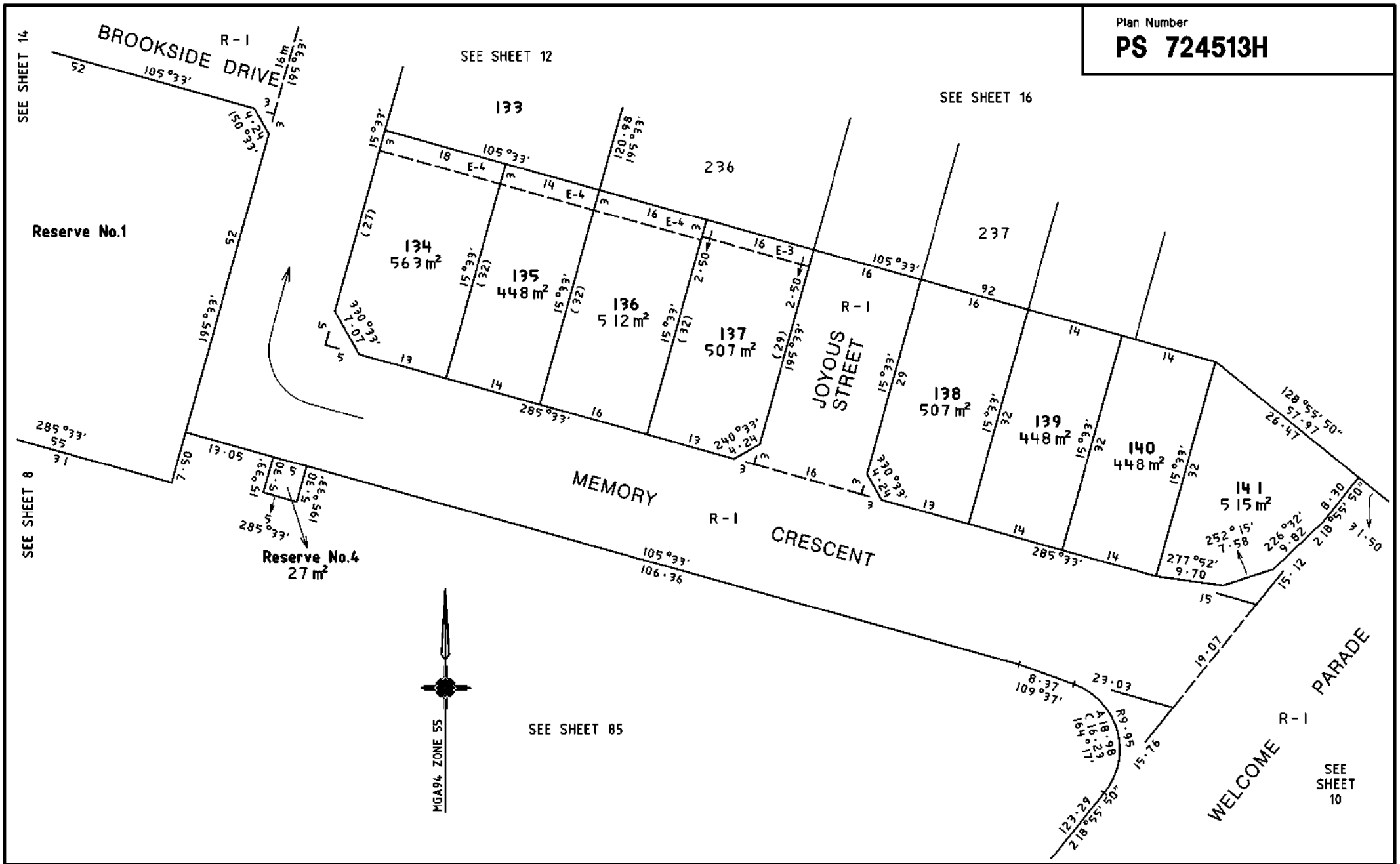
Plan Number
PS 724513H



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 10
	JONATHAN TREVOR NEATE VERSION			



WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
6 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300

SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 11
JONATHAN TREVOR NEATE VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 11 of 144

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Plan Number
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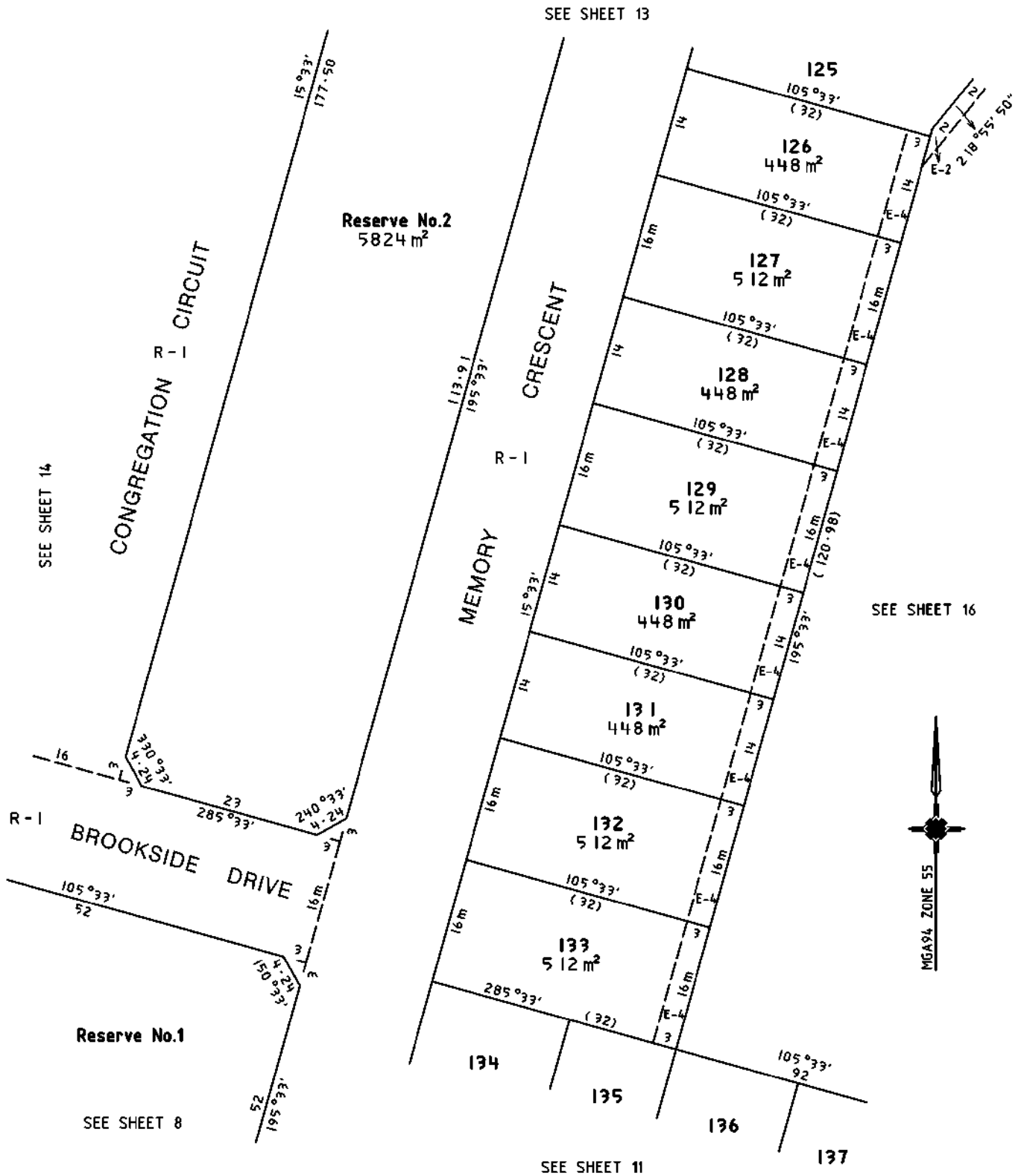

WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946 SUITE 4, LEVEL 6, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 12
	JONATHAN TREVOR NEATE VERSION			

Plan Number
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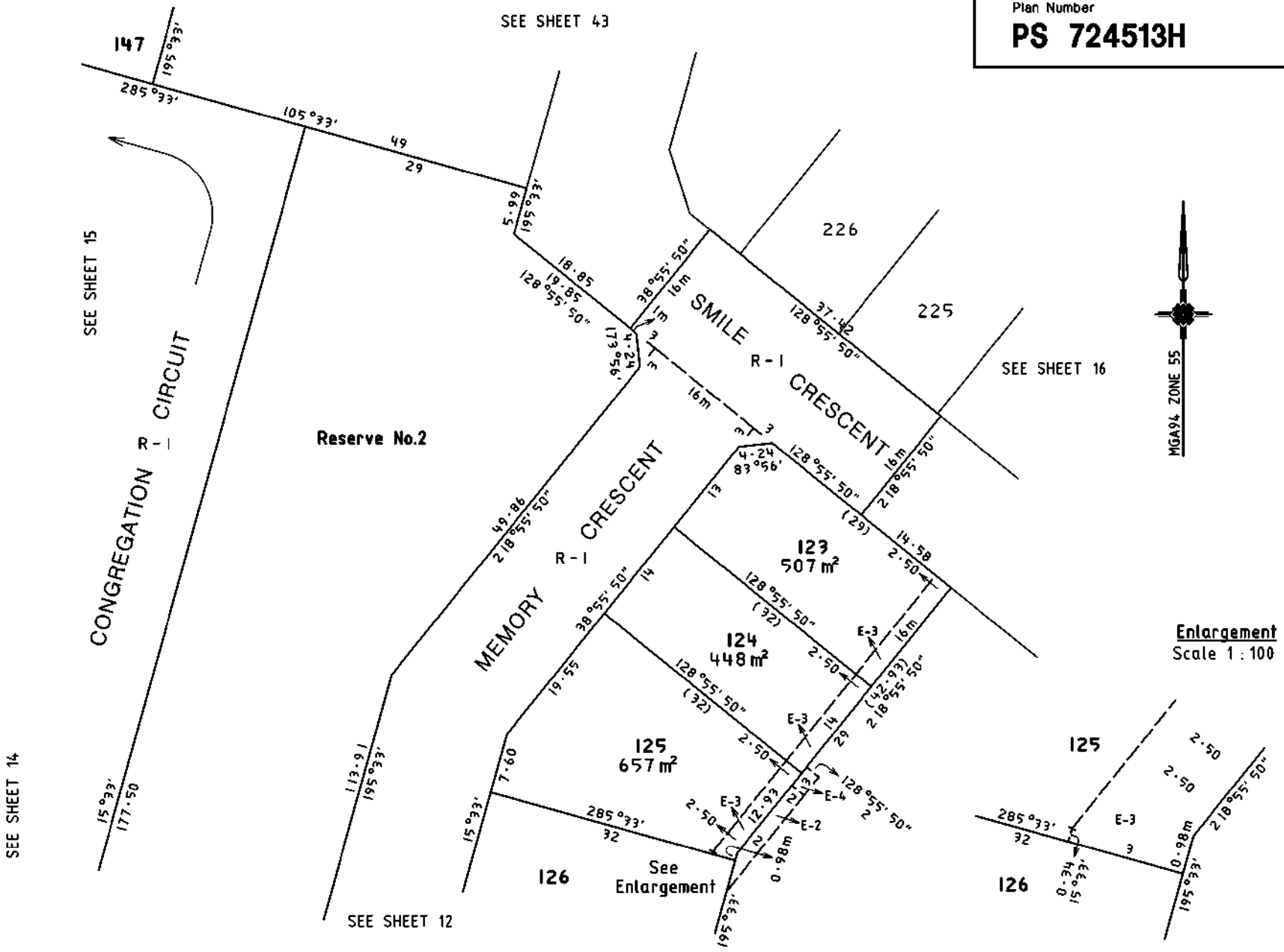

WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 6 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 SUITE 4, LEVEL 6, 448 ST KILDA RD, MELBOURNE PH.(03) 9866 0300		SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 13
		JONATHAN TREVOR NEATE VERSION		

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 13 of 144

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 14 of 144

Plan Number
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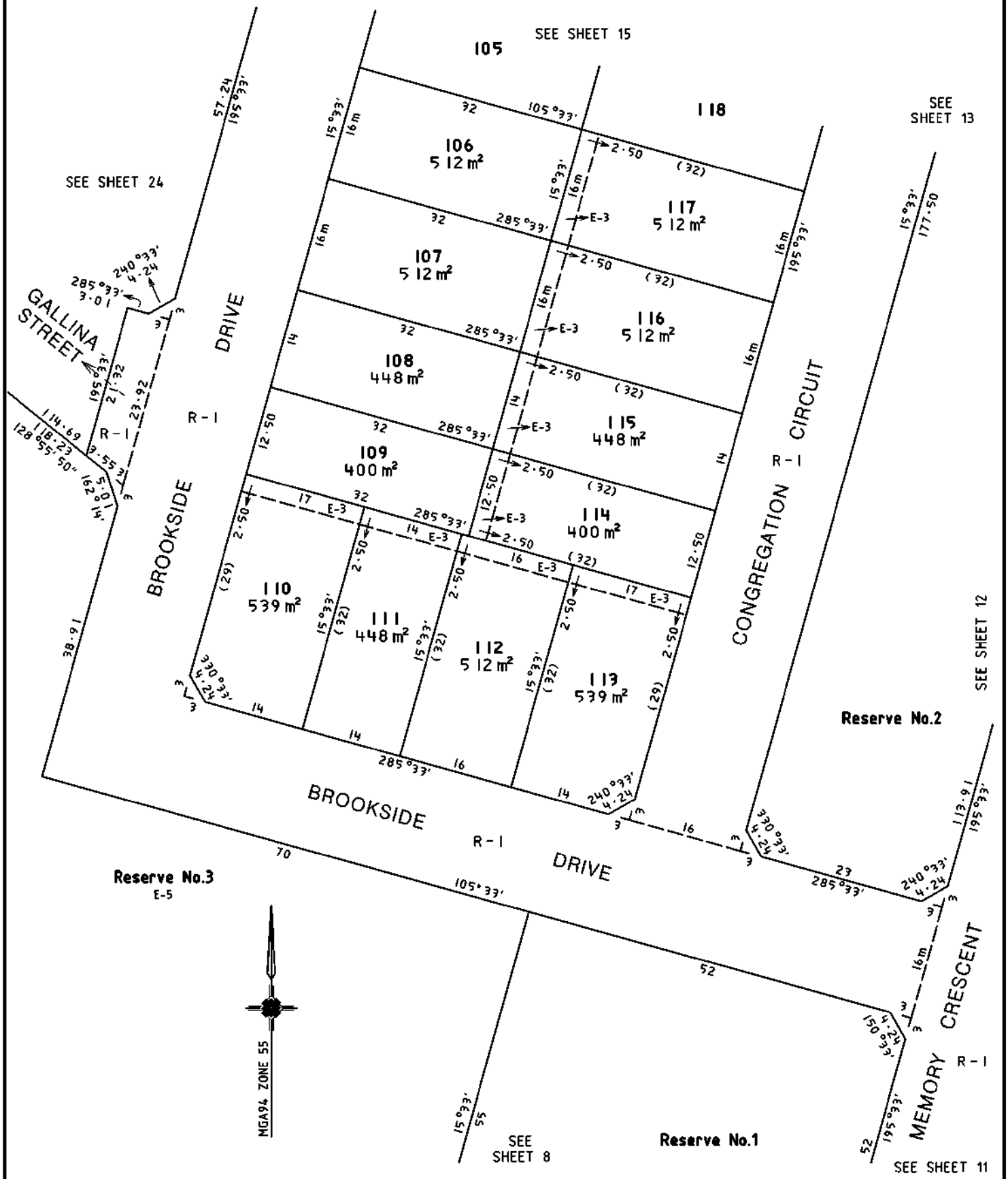

WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 14
	JONATHAN TREVOR NEATE VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 15 of 144

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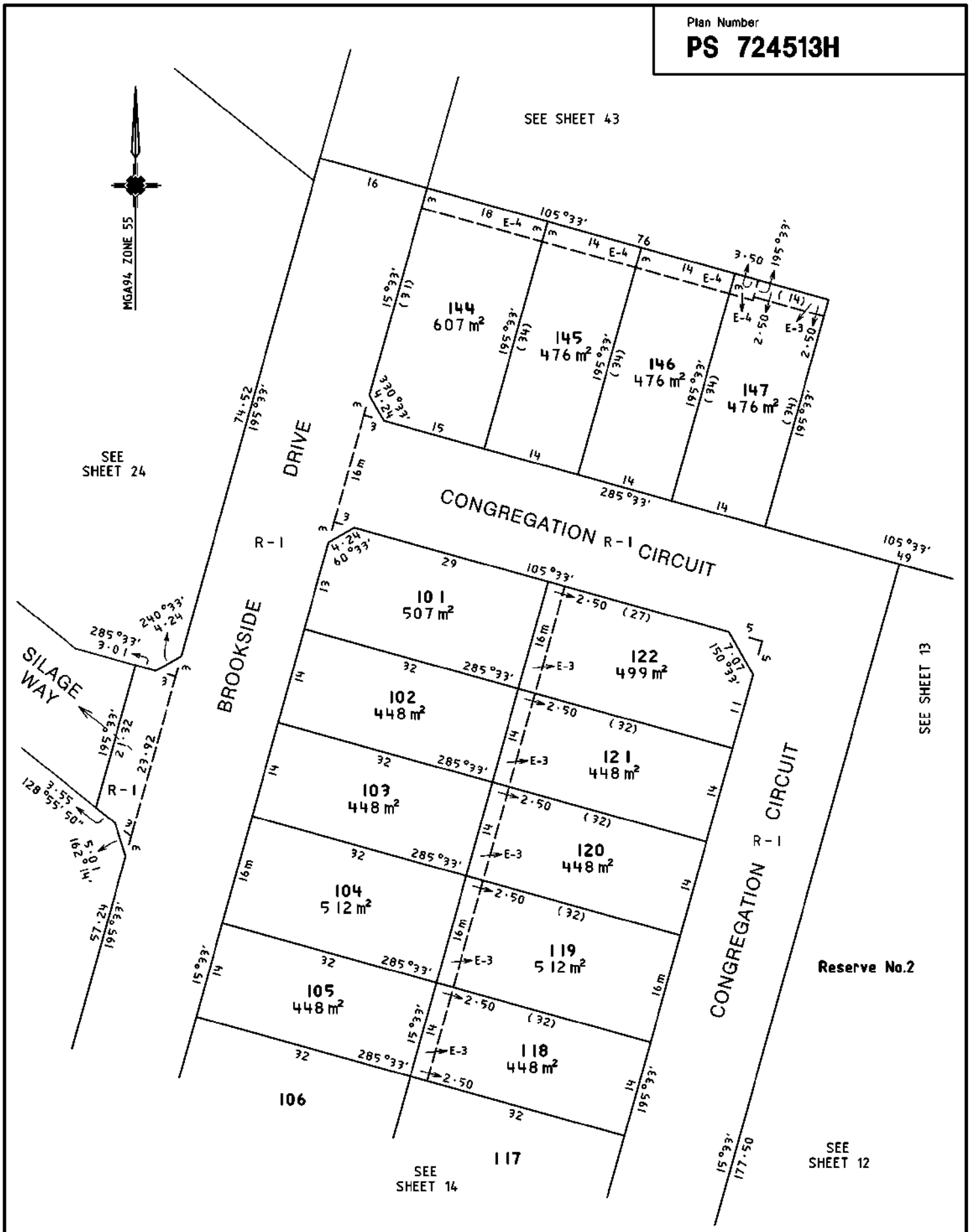
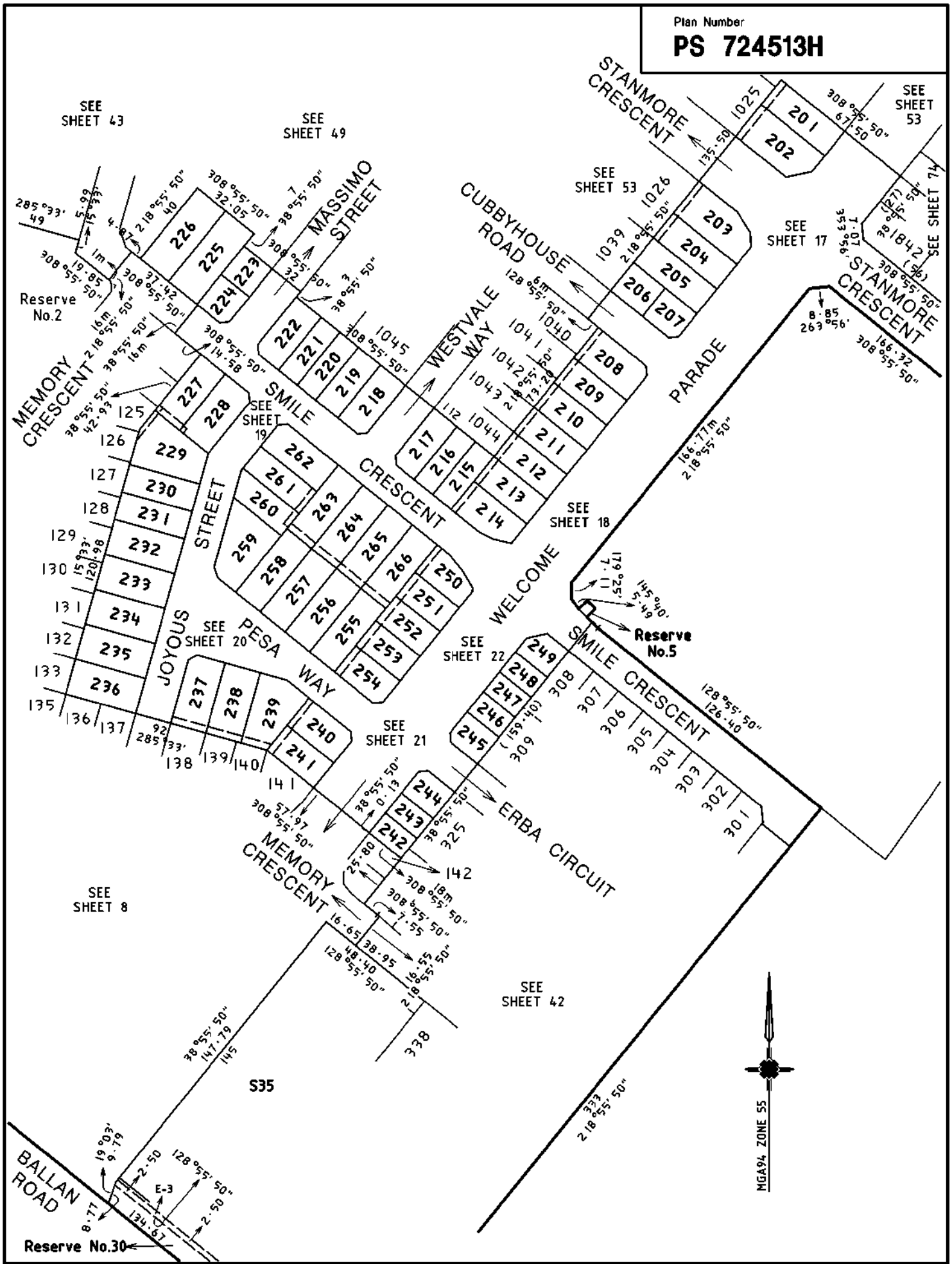


WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 15
	JONATHAN TREVOR NEATE VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 16 of 144

Plan Number

PS 724513H

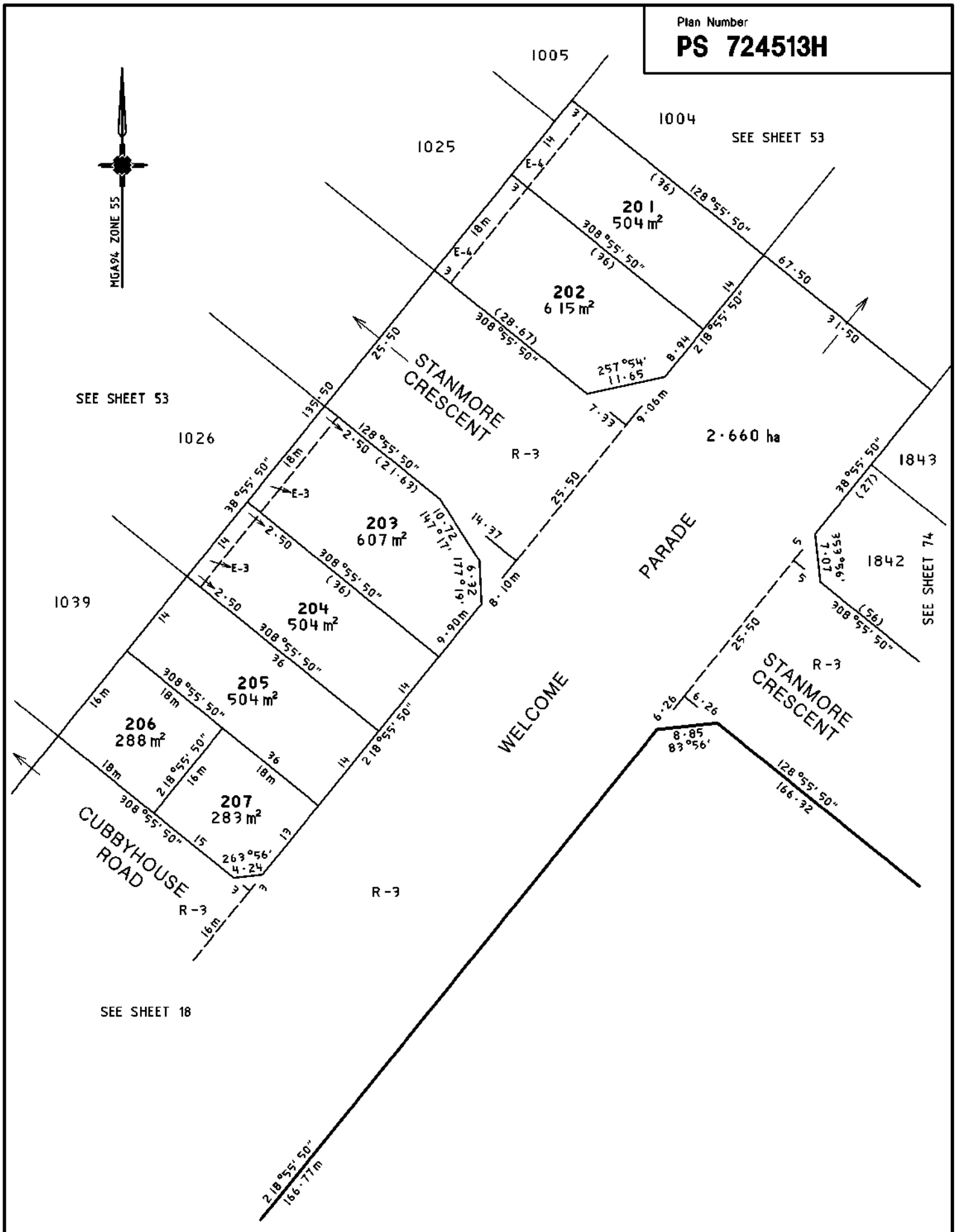


WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946
SUITE 4, LEVEL 6, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300

SCALE 1 : 1500	0 15 30 45 60 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 16
JONATHAN TREVOR NEATE, VERSION			

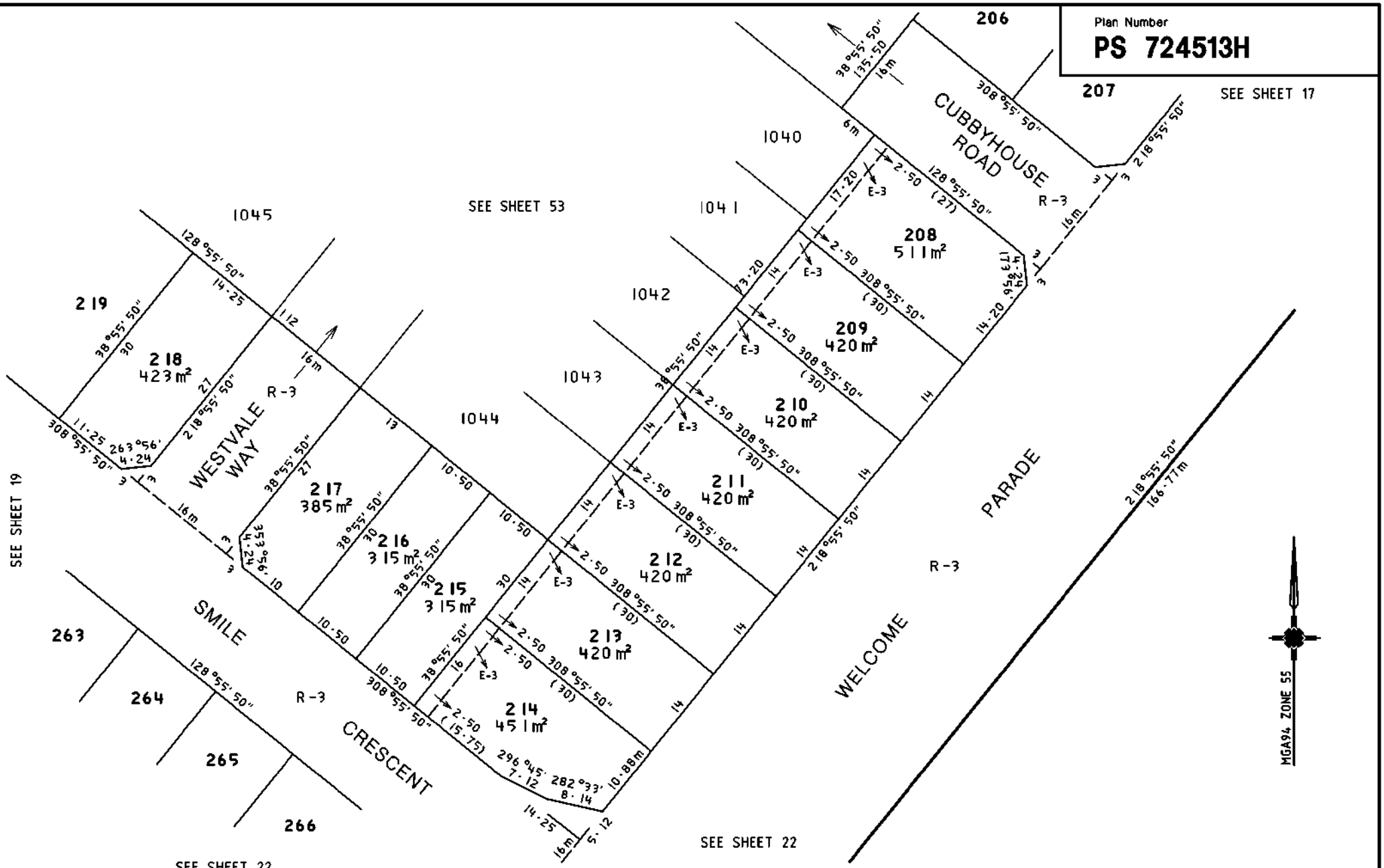
Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 17 of 144

Plan Number
PS 724513H



WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946
SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9650 0300

SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 17
JONATHAN TREVOR NEATE, VERSION			



WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
6 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300

SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 18
JONATHAN TREVOR NEATE, VERSION			

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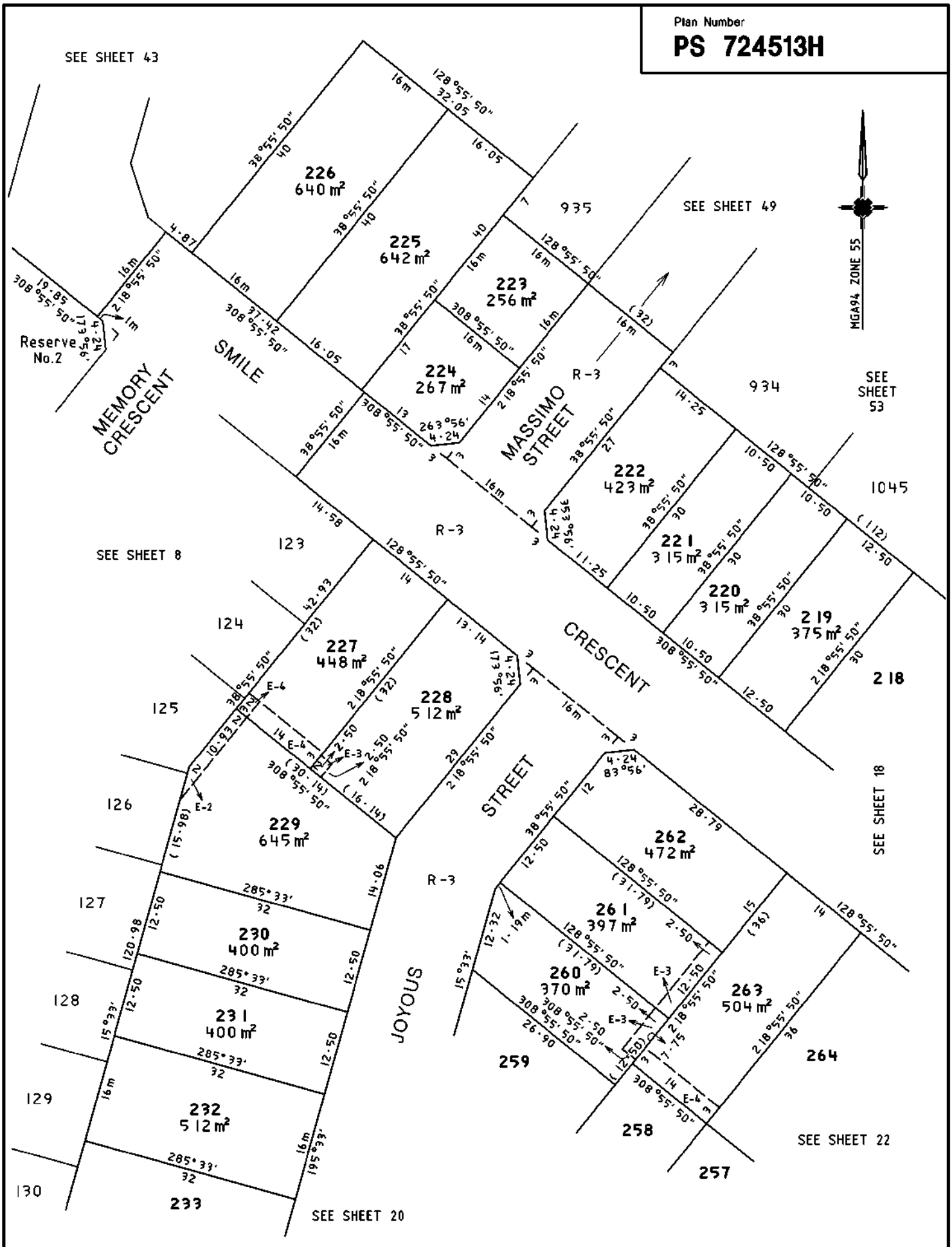

WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 19
	JONATHAN TREVOR NEATE, VERSION			

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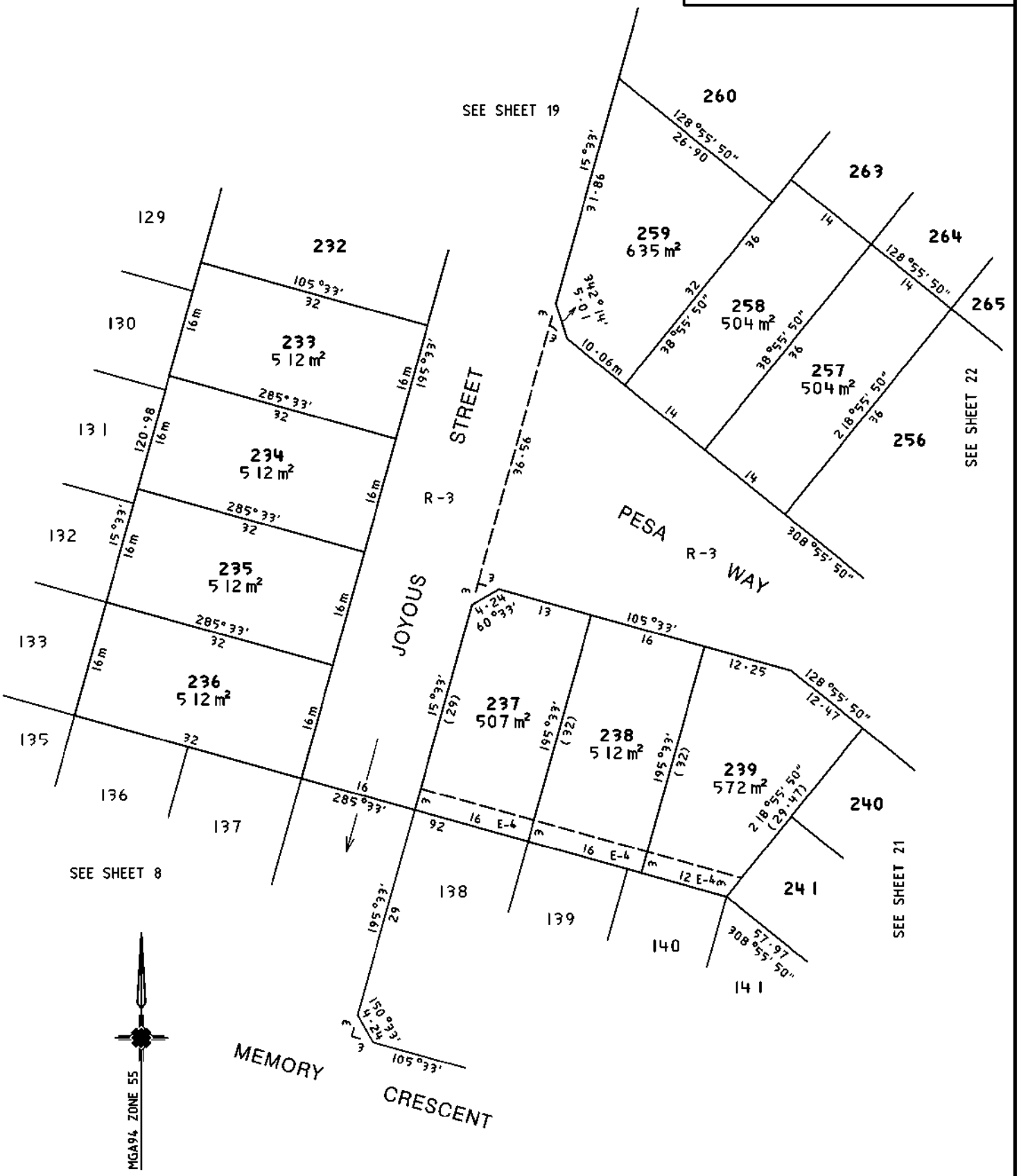

WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9650 0300	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 20
	JONATHAN TREVOR NEATE, VERSION			

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Plan Number
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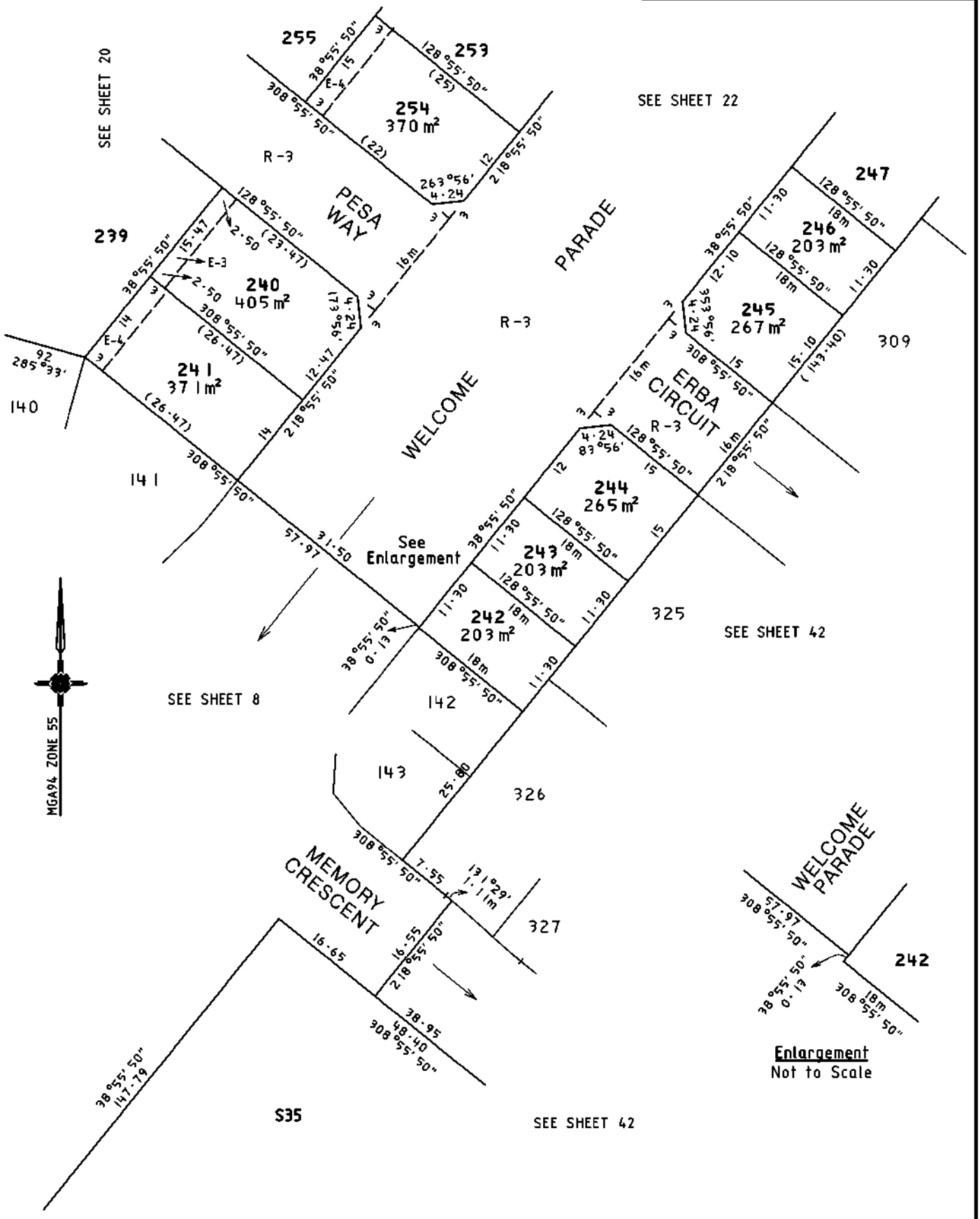

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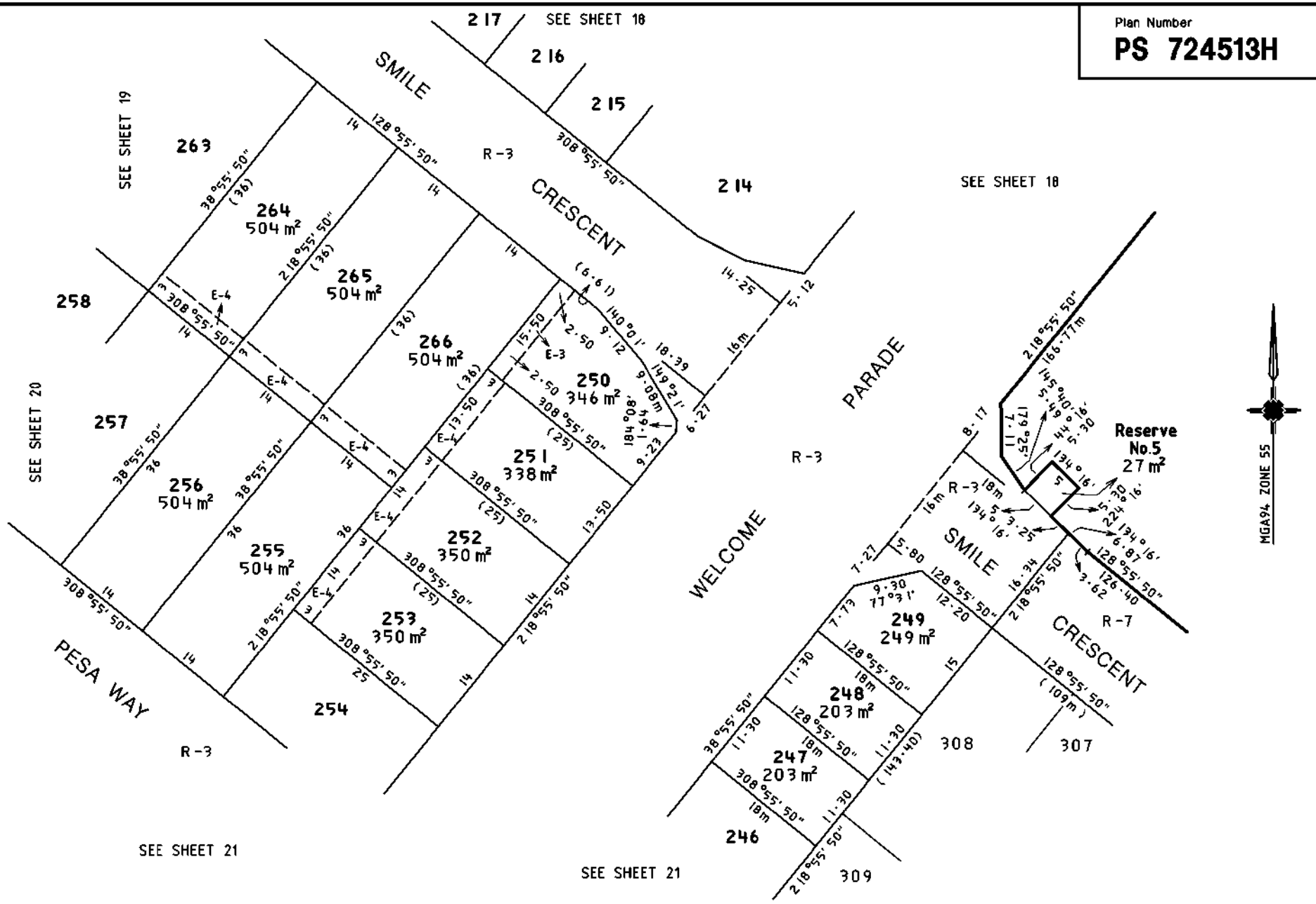
	JONATHAN TREVOR NEATE, VERSION			

Plan Number
PS 724513H



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		JONATHAN TREVOR NEATE, VERSION		

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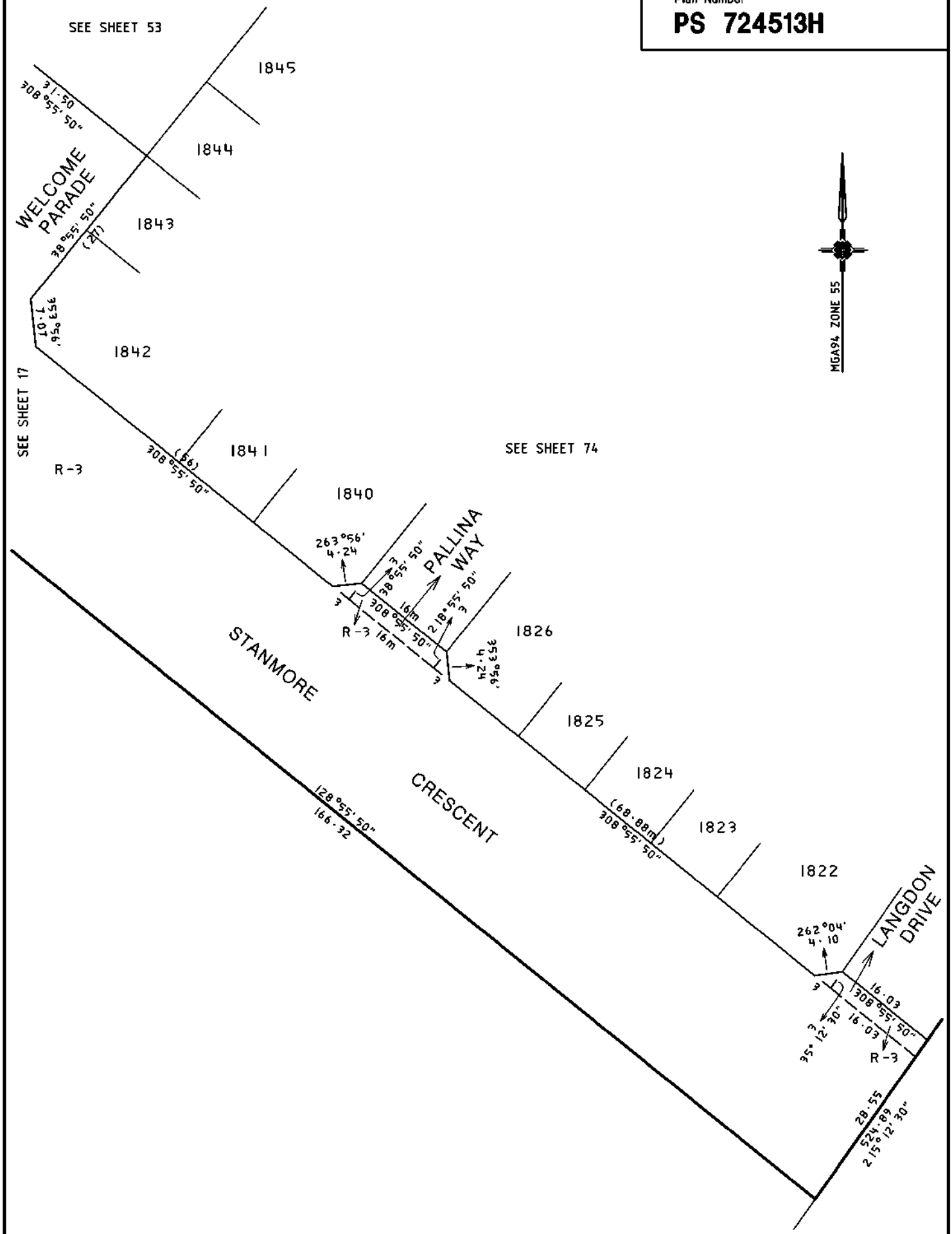
Plan Number
PS 724513H



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	JONATHAN TREVOR NEATE, VERSION			

Plan Number

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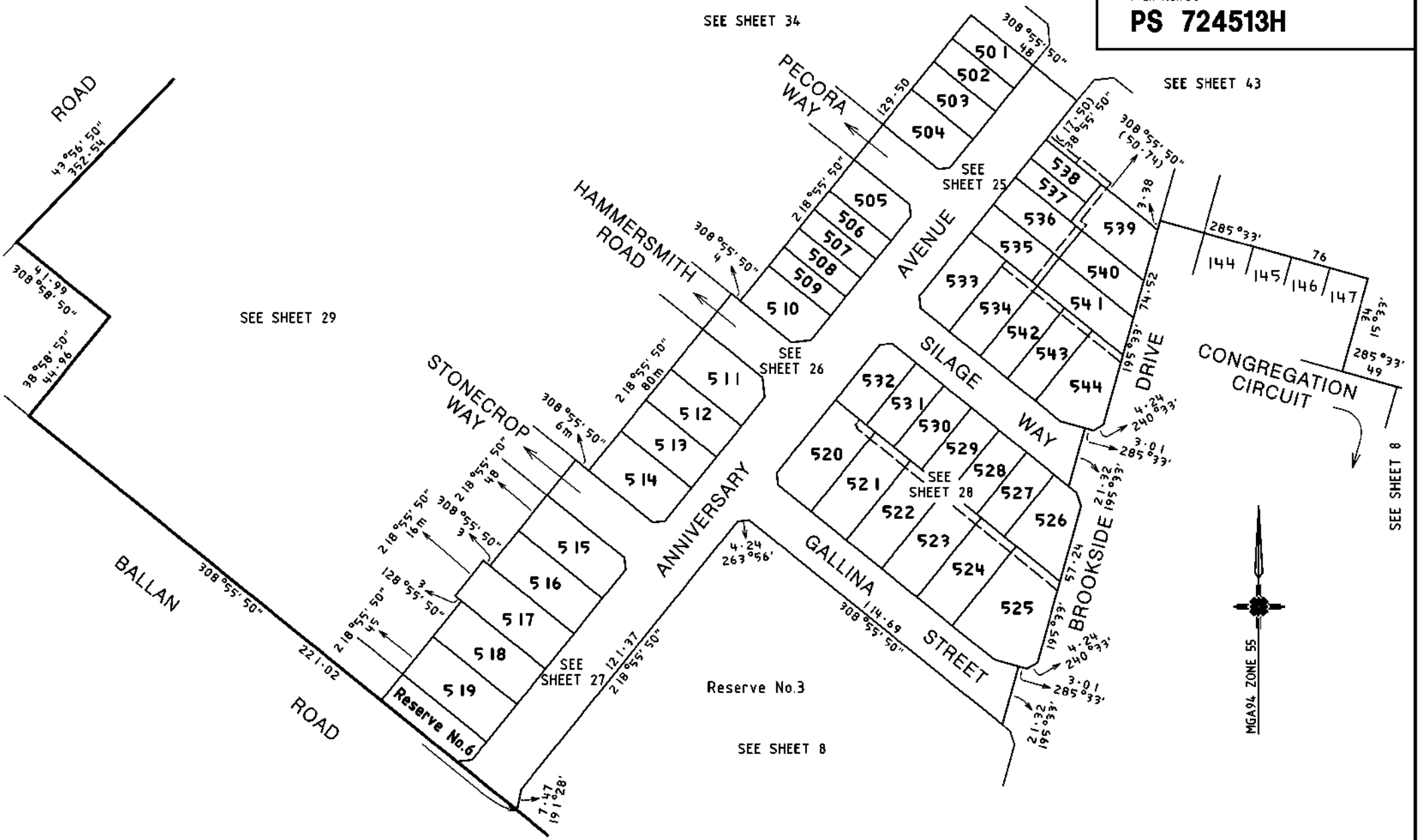

WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
6 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
SUITE 4, LEVEL 6, 448 ST KILDA RD, MELBOURNE PH.(03) 9866 0300

SCALE 1 : 1250	0 12.5 25 37.5 50 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 24

JONATHAN TREVOR NEATE, VERSION

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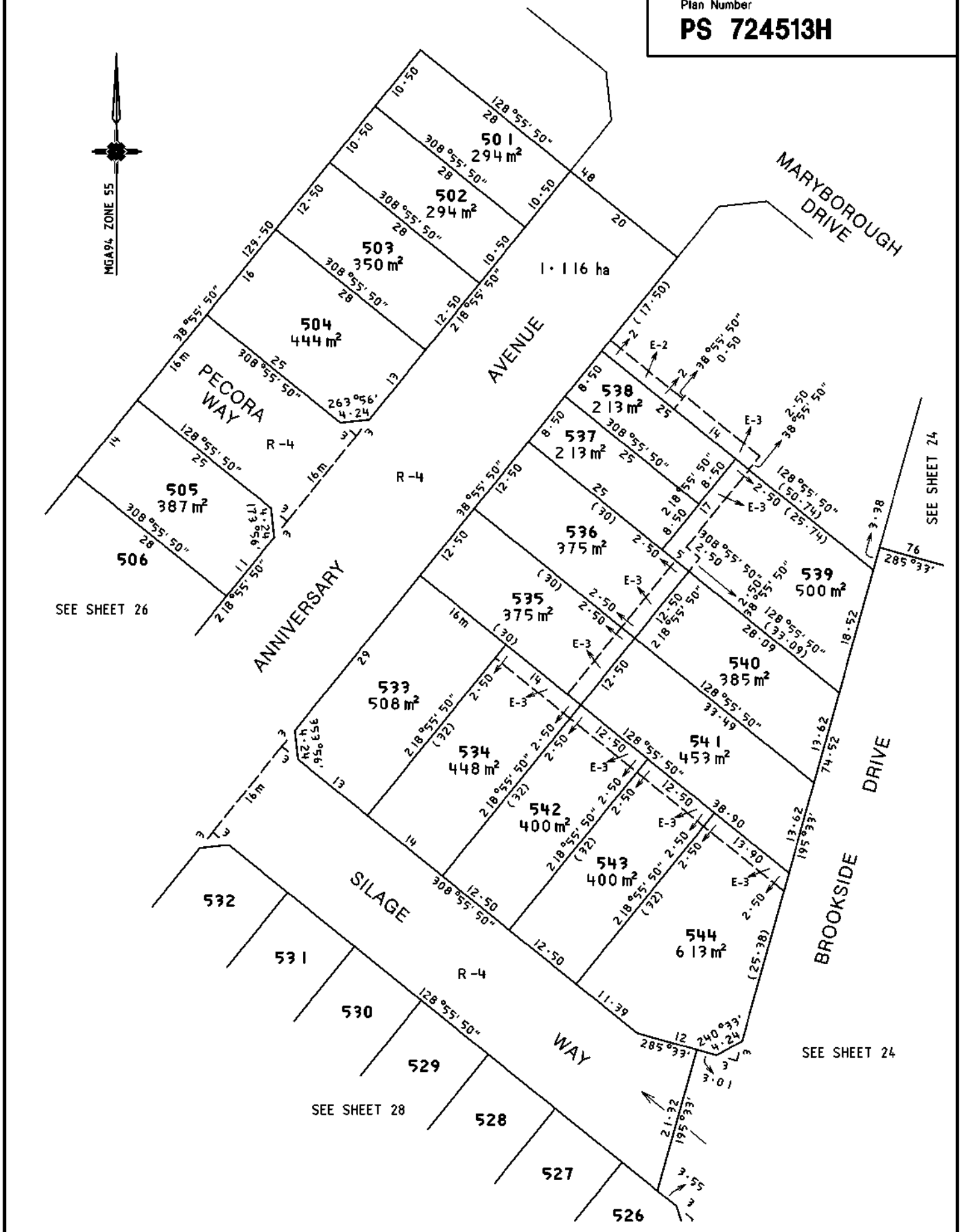
Plan Number
PS 724513H



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 25
	JONATHAN TREVOR NEATE, VERSION			

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Plan Number
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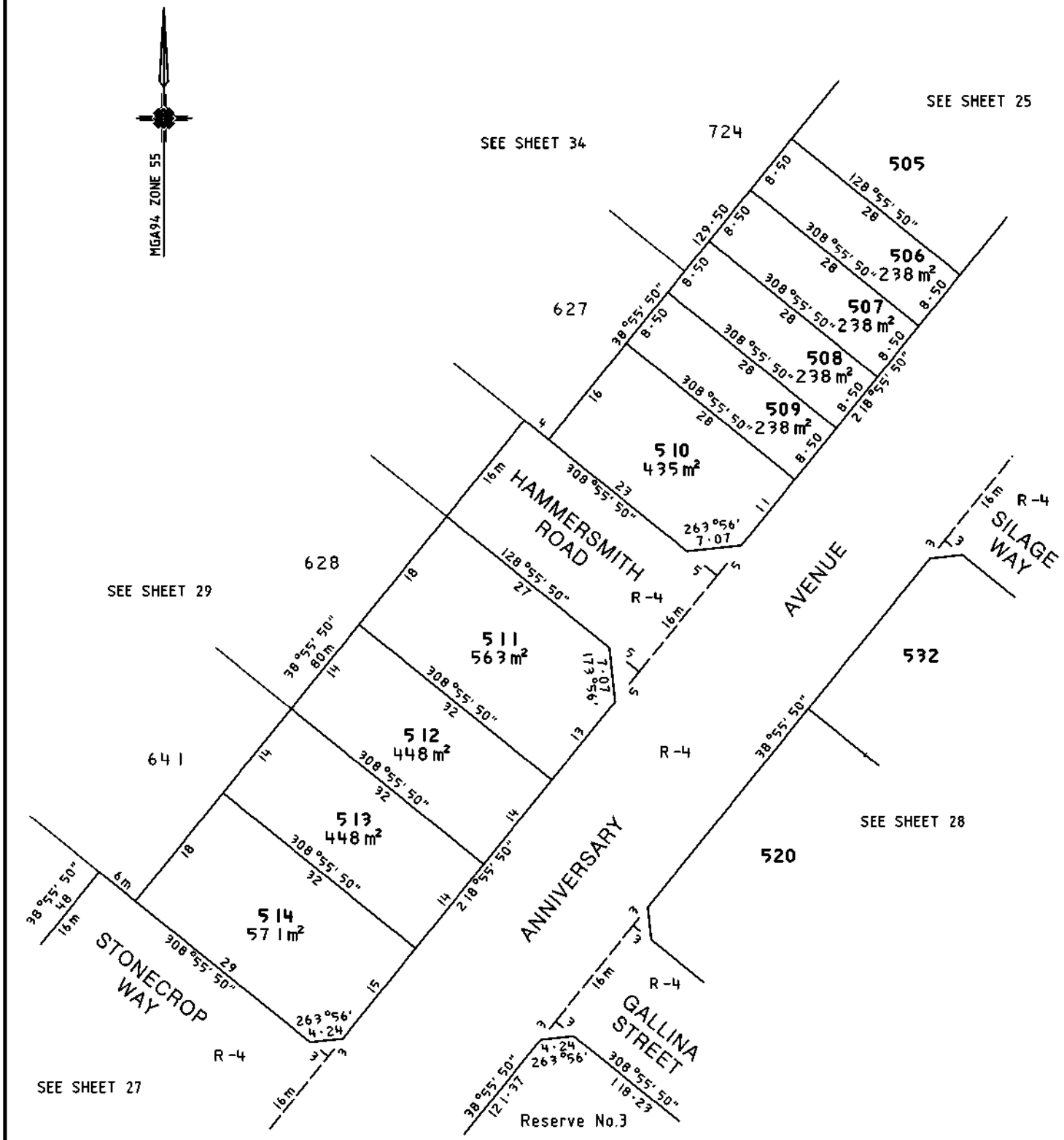
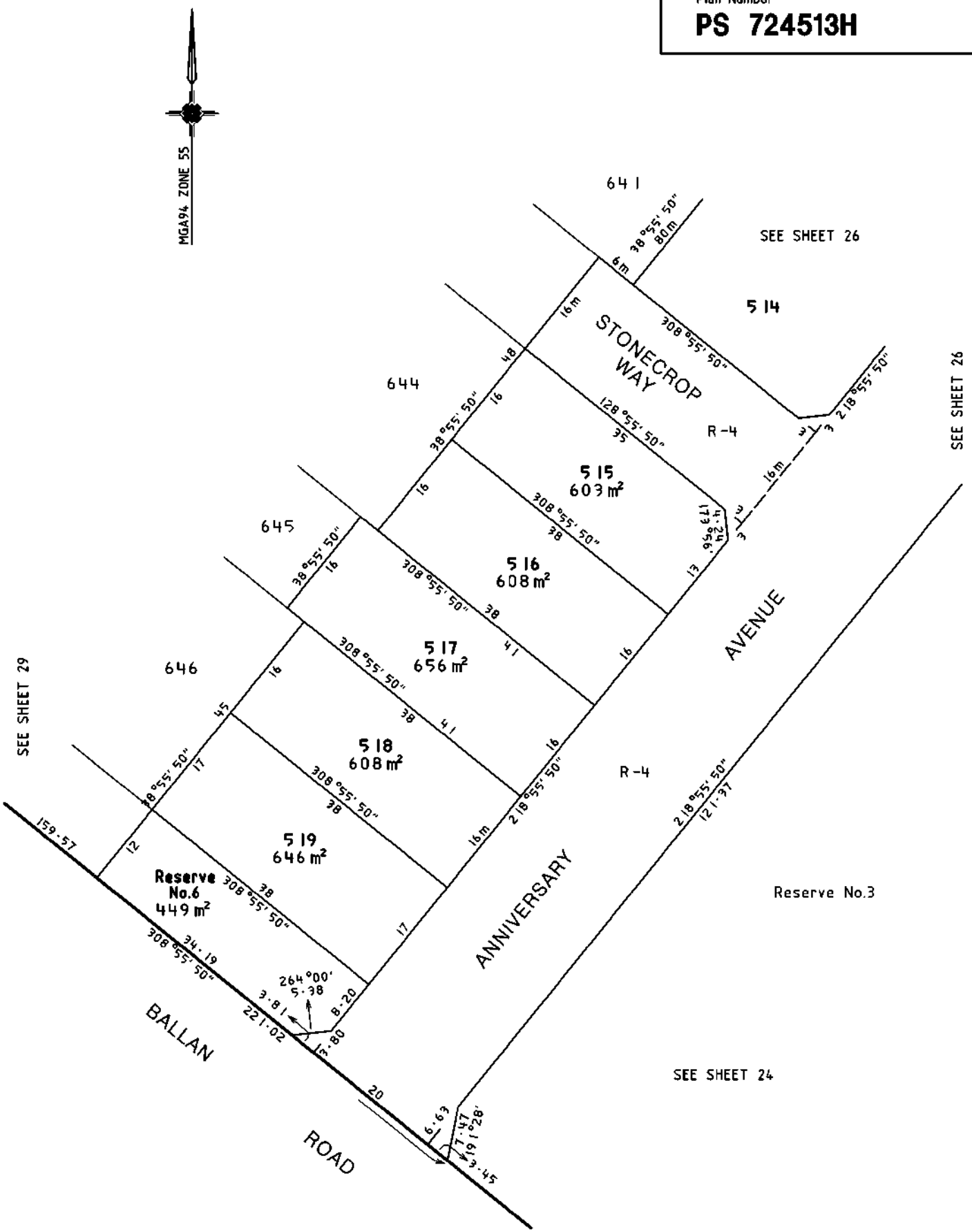


WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946
SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300

SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 26
JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 27 of 144

Plan Number
PS 724513H



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 27
	JONATHAN TREVOR NEATE, VERSION			

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Plan Number
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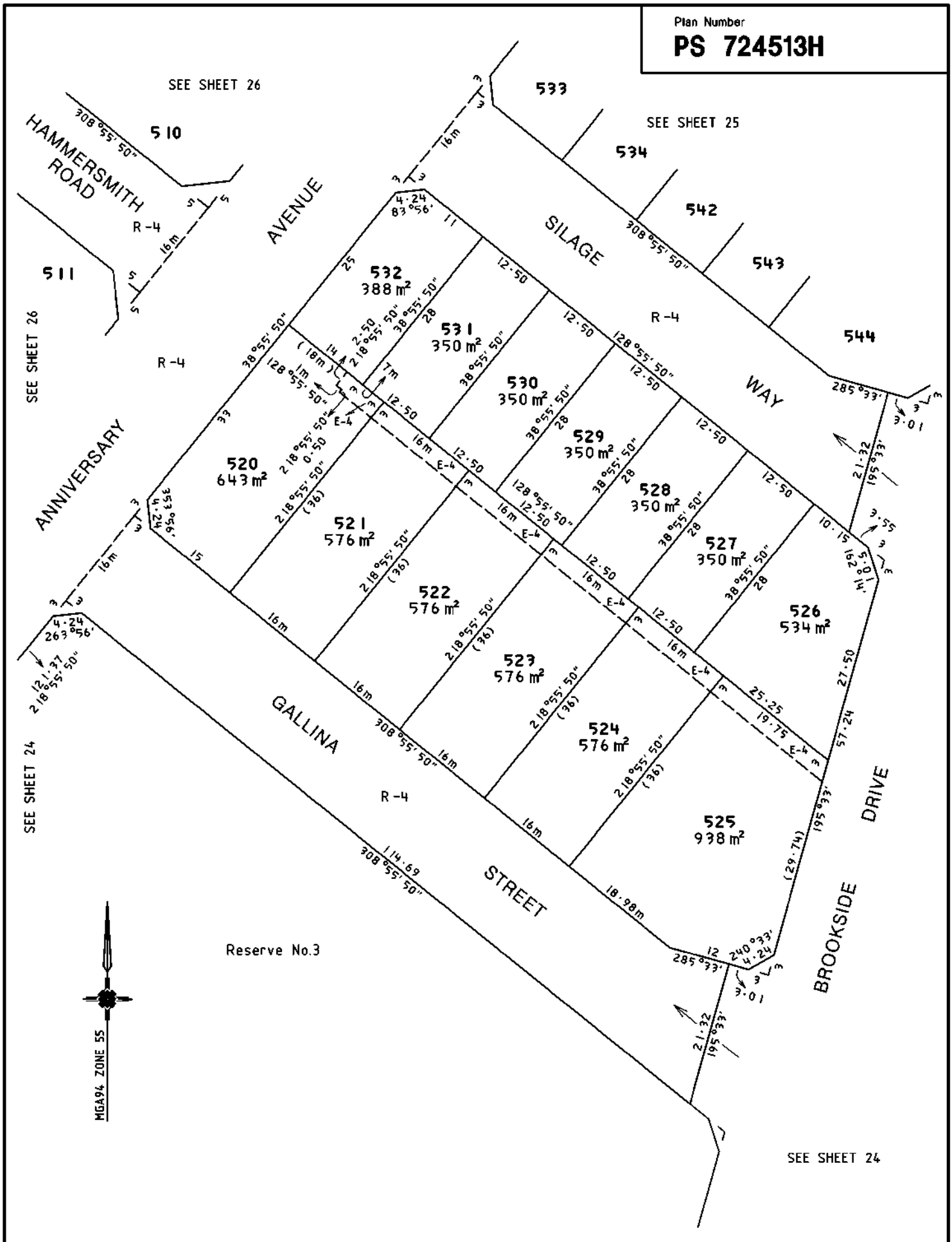
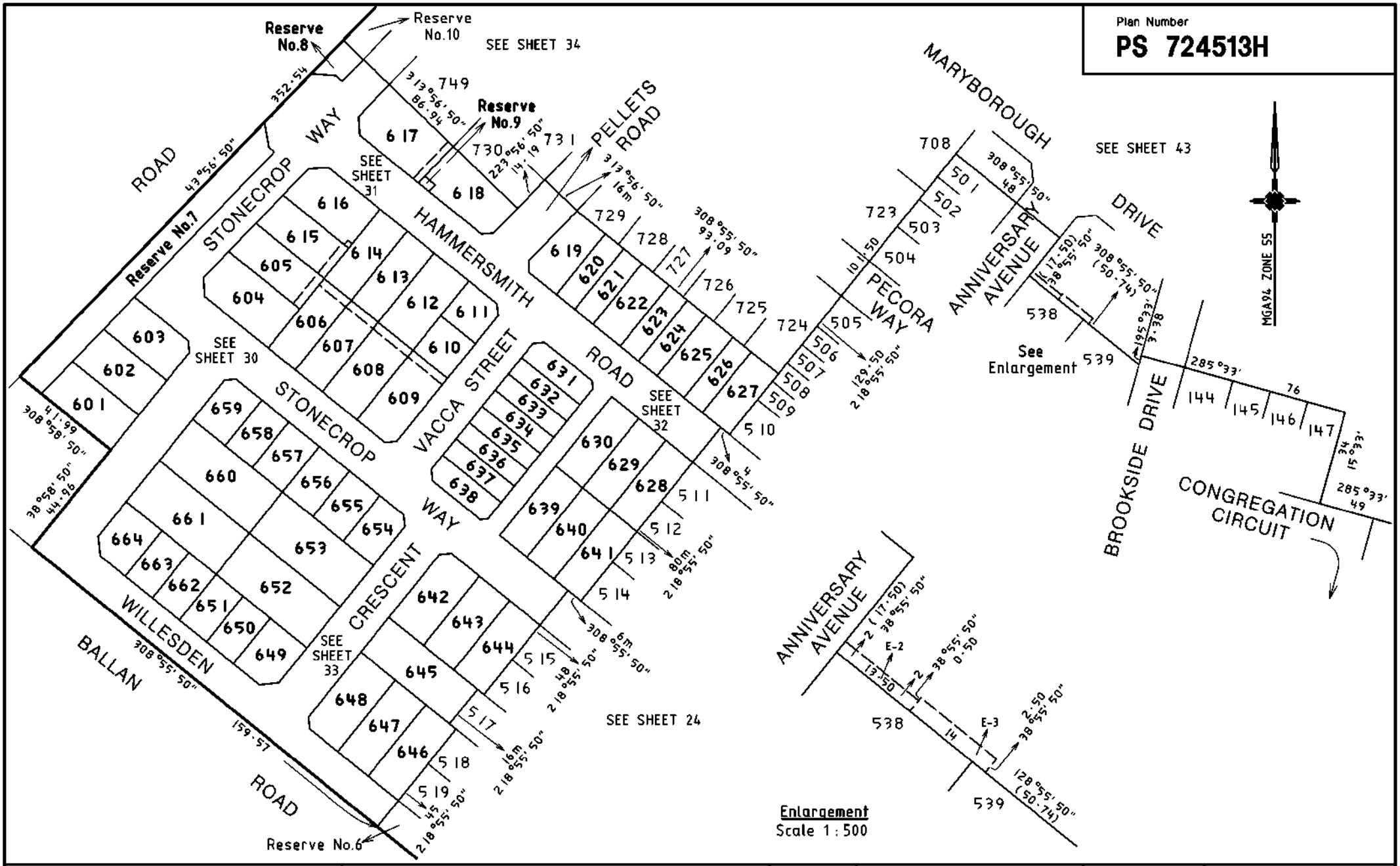


WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 28
	JONATHAN TREVOR NEATE, VERSION			



WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
6 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
SUITE 4, LEVEL 6, 448 ST KILDA RD, MELBOURNE PH.(03) 9866 0300

SCALE 1:1250	0 12.5 25 37.5 50 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 29
JONATHAN TREVOR NEATE, VERSION			

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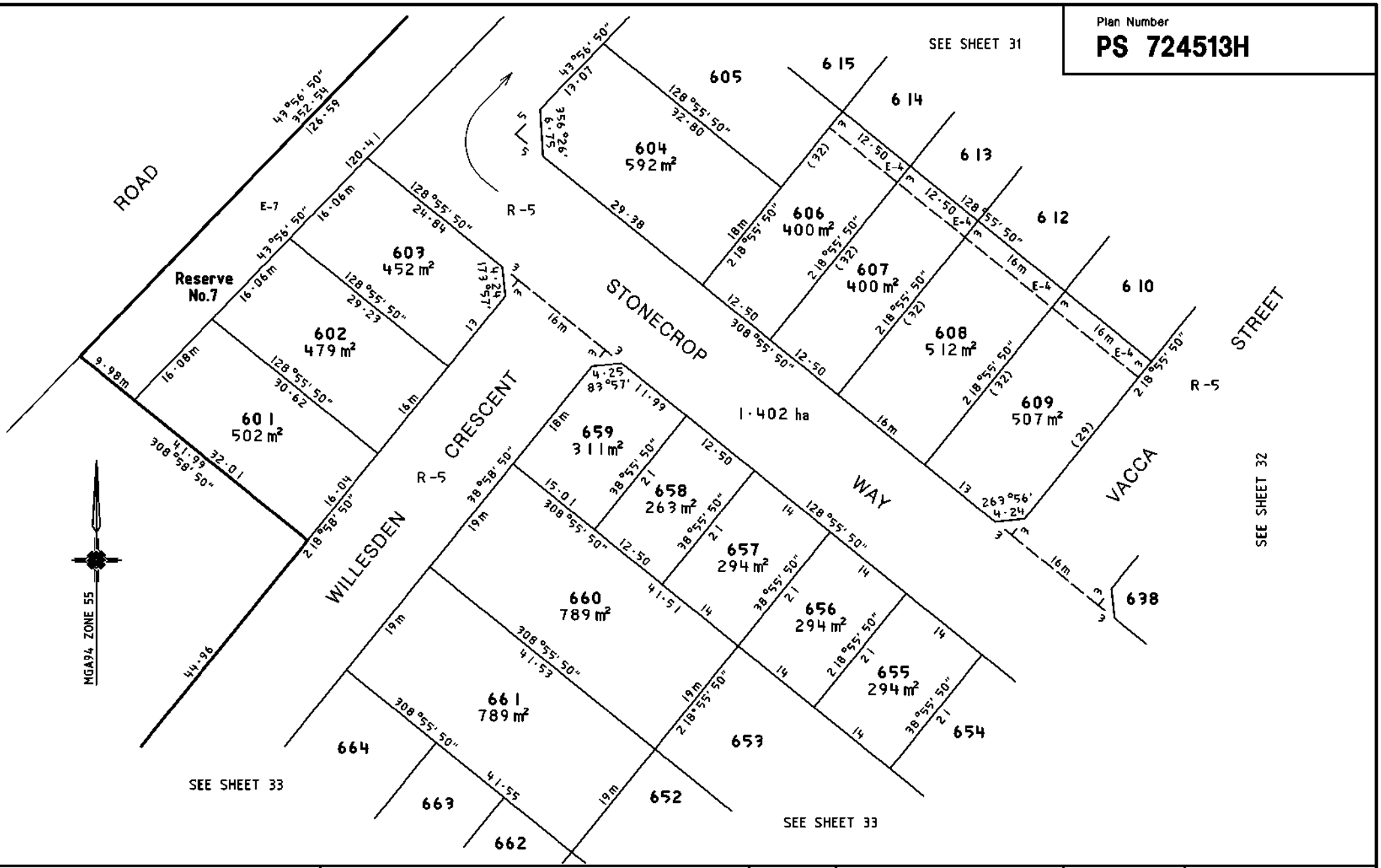
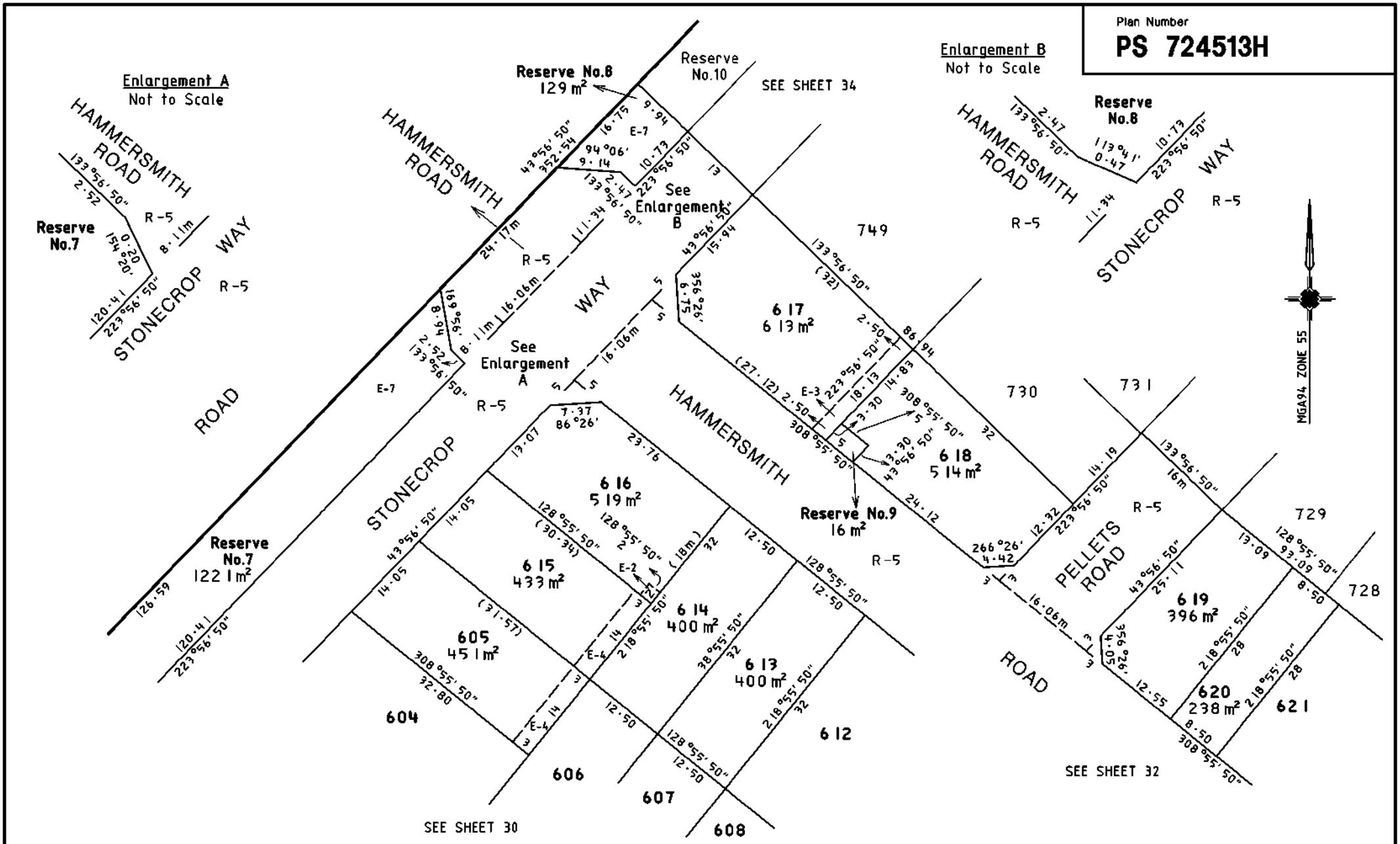


WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
6 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
SUITE 4, LEVEL 6, 448 ST KILDA RD, MELBOURNE PH.(03) 9866 0300

SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 30
JONATHAN TREVOR NEATE, VERSION			

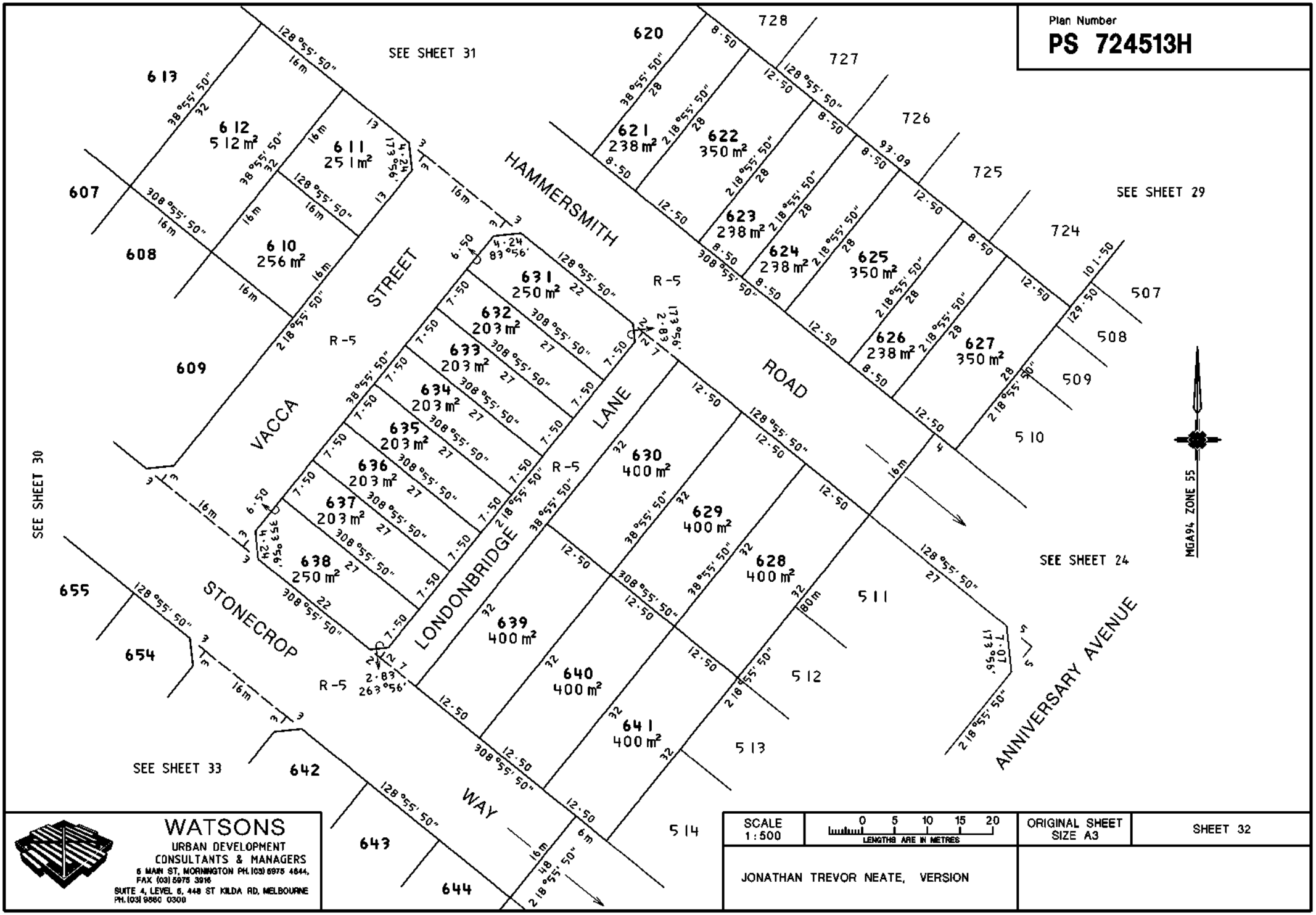
Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 30 of 144

Plan Number
PS 724513H



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 6 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 SUITE 4, LEVEL 6, 448 ST KILDA RD, MELBOURNE PH.(03) 9866 0300		SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 31
		JONATHAN TREVOR NEATE, VERSION		

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 31 of 144



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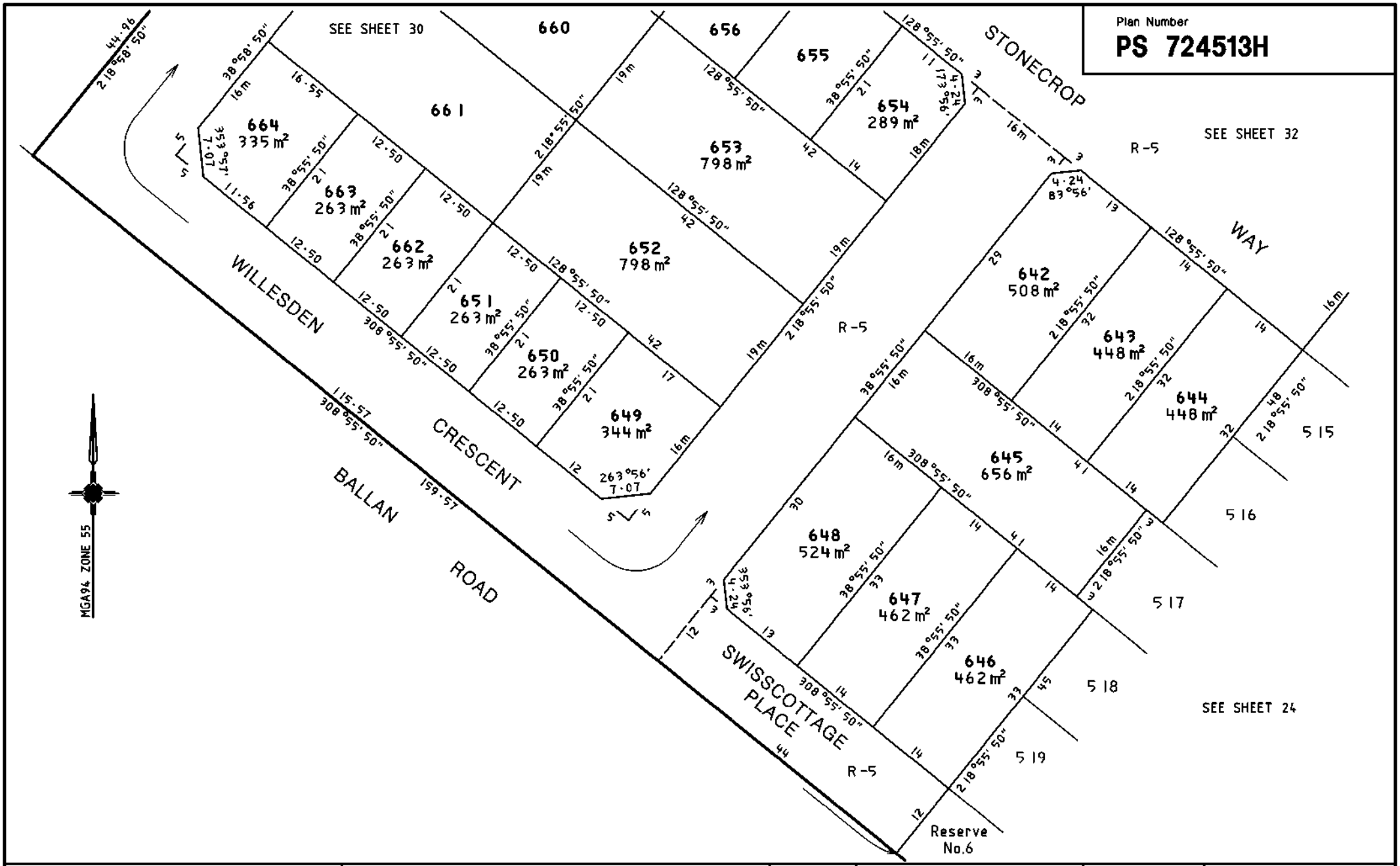


WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
6 MAIN ST, MORNINGTON PH.(03) 5975 4644,
FAX (03) 5975 3916
SUITE 4, LEVEL 6, 448 ST KILDA RD, MELBOURNE
PH.(03) 9866 0300

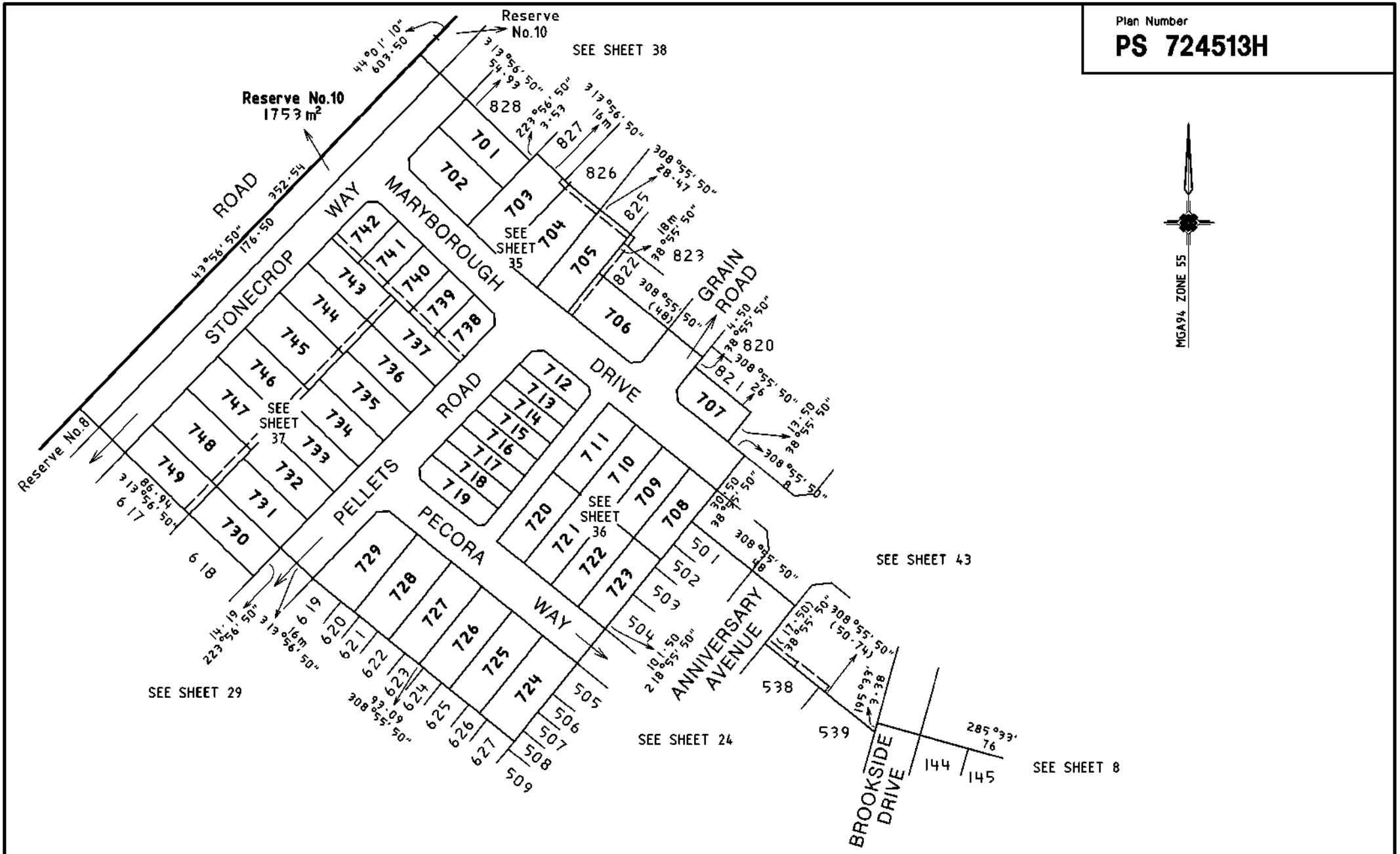
SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 33

JONATHAN TREVOR NEATE, VERSION

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 33 of 144

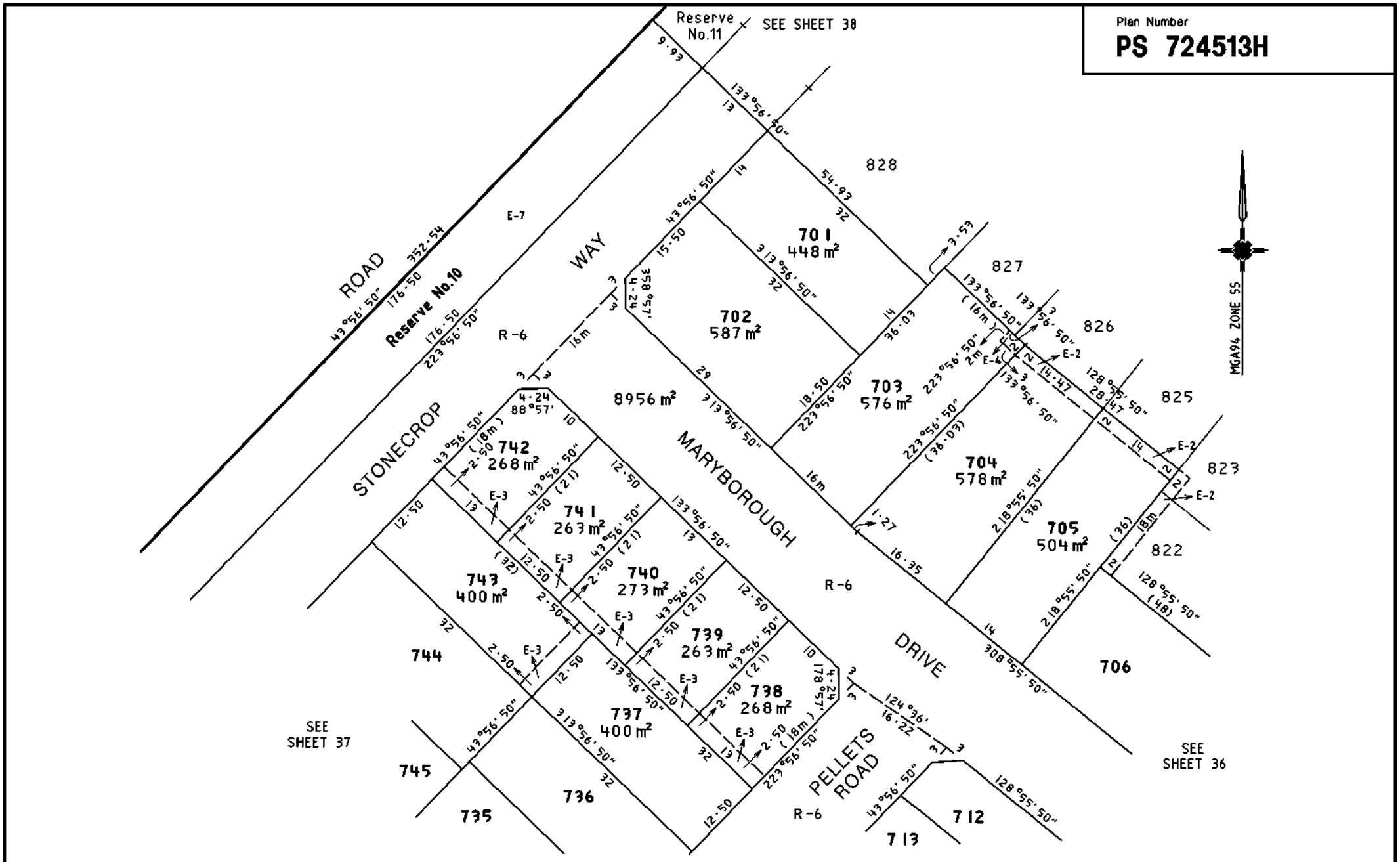
Plan Number

PS 724513H



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 6 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 SUITE 4, LEVEL 6, 448 ST KILDA RD, MELBOURNE PH.(03) 9866 0300		SCALE 1 : 1250	0 12.5 25 37.5 50 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 34
		JONATHAN TREVOR NEATE, VERSION		

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 34 of 144



Plan Number
PS 724513H

WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
6 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
SUITE 4, LEVEL 6, 448 ST KILDA RD, MELBOURNE PH.(03) 9866 0300

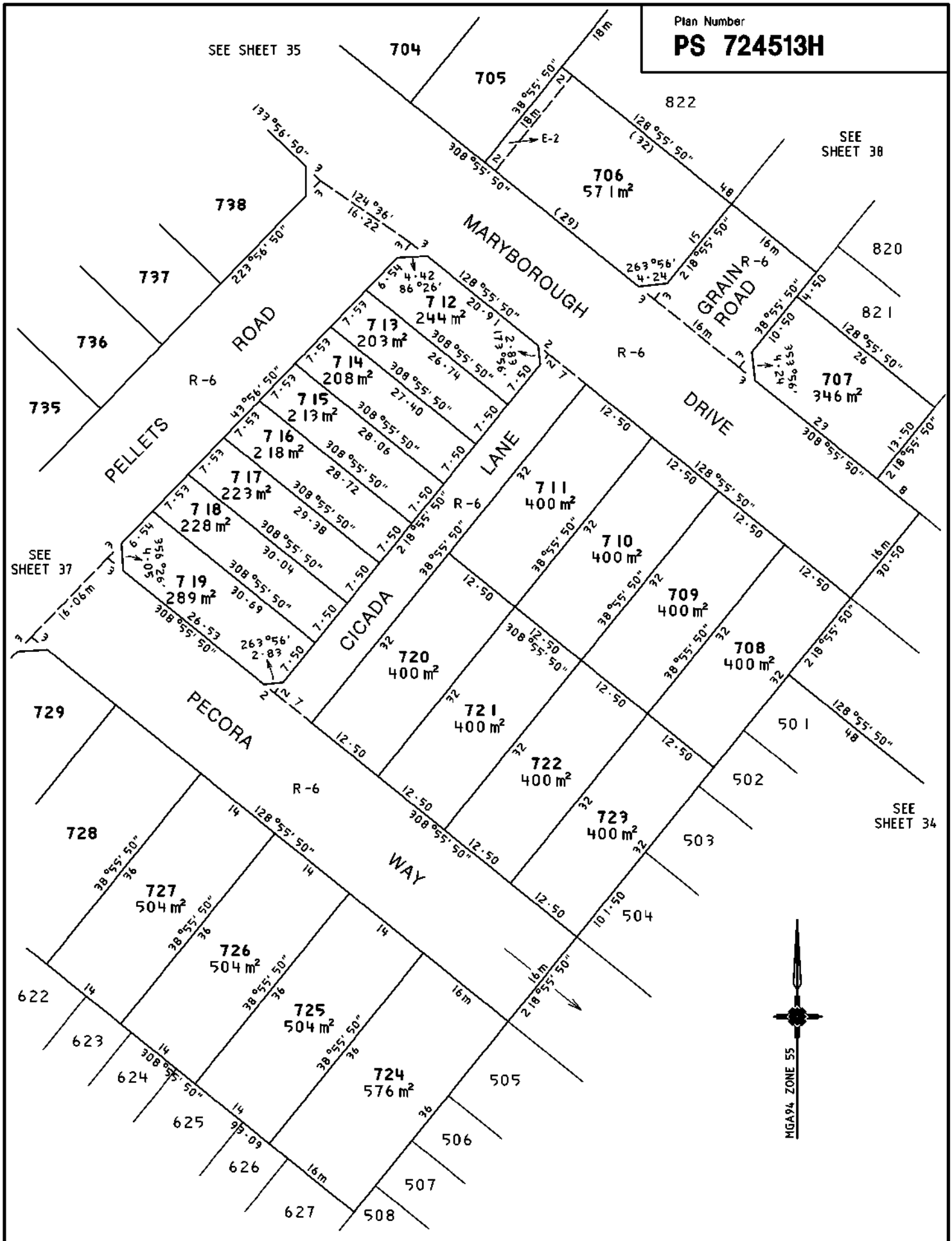
SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 35

JONATHAN TREVOR NEATE, VERSION

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 35 of 144

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 36 of 144

Plan Number
PS 724513H

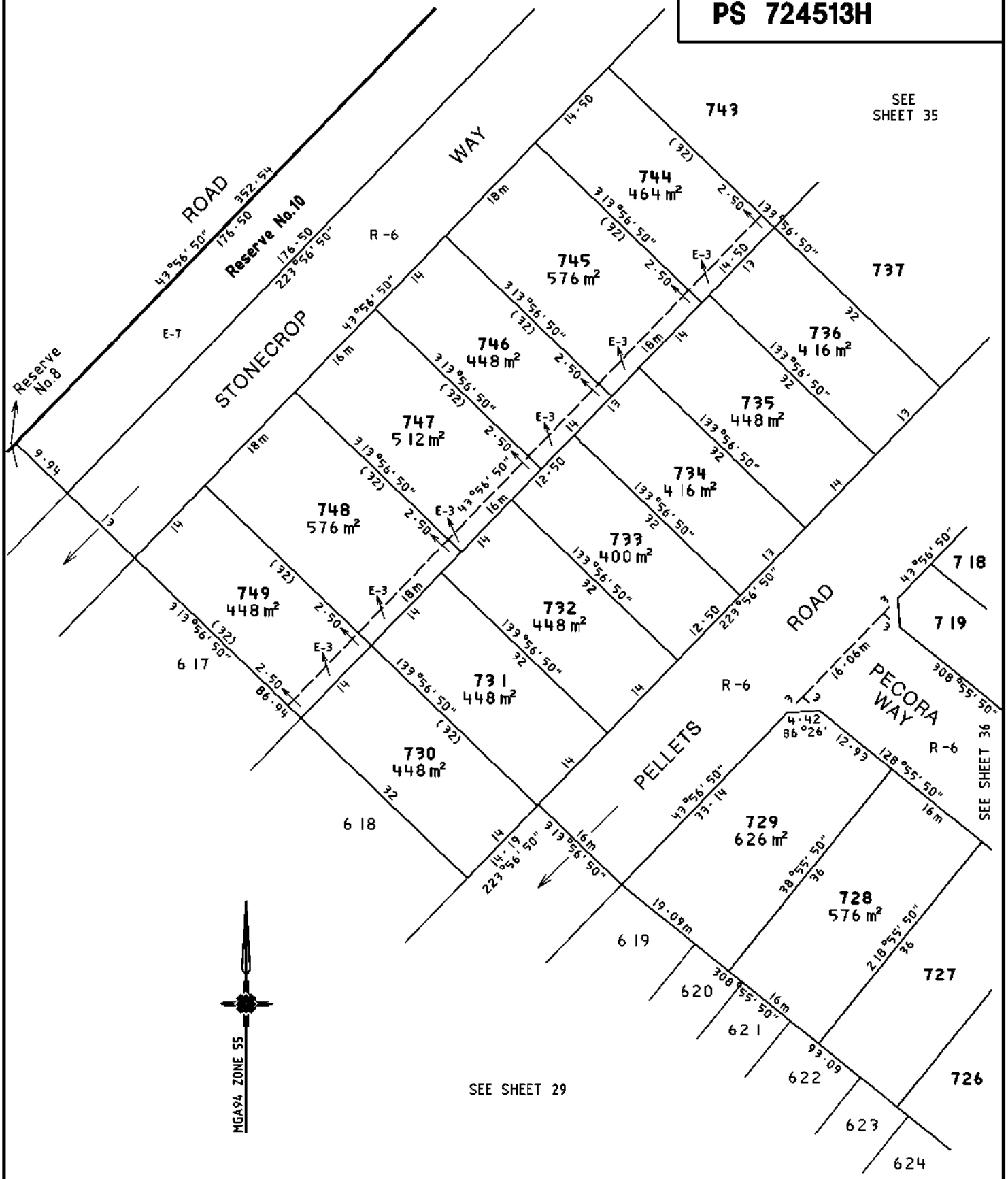


WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 36
	JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 37 of 144

Plan Number

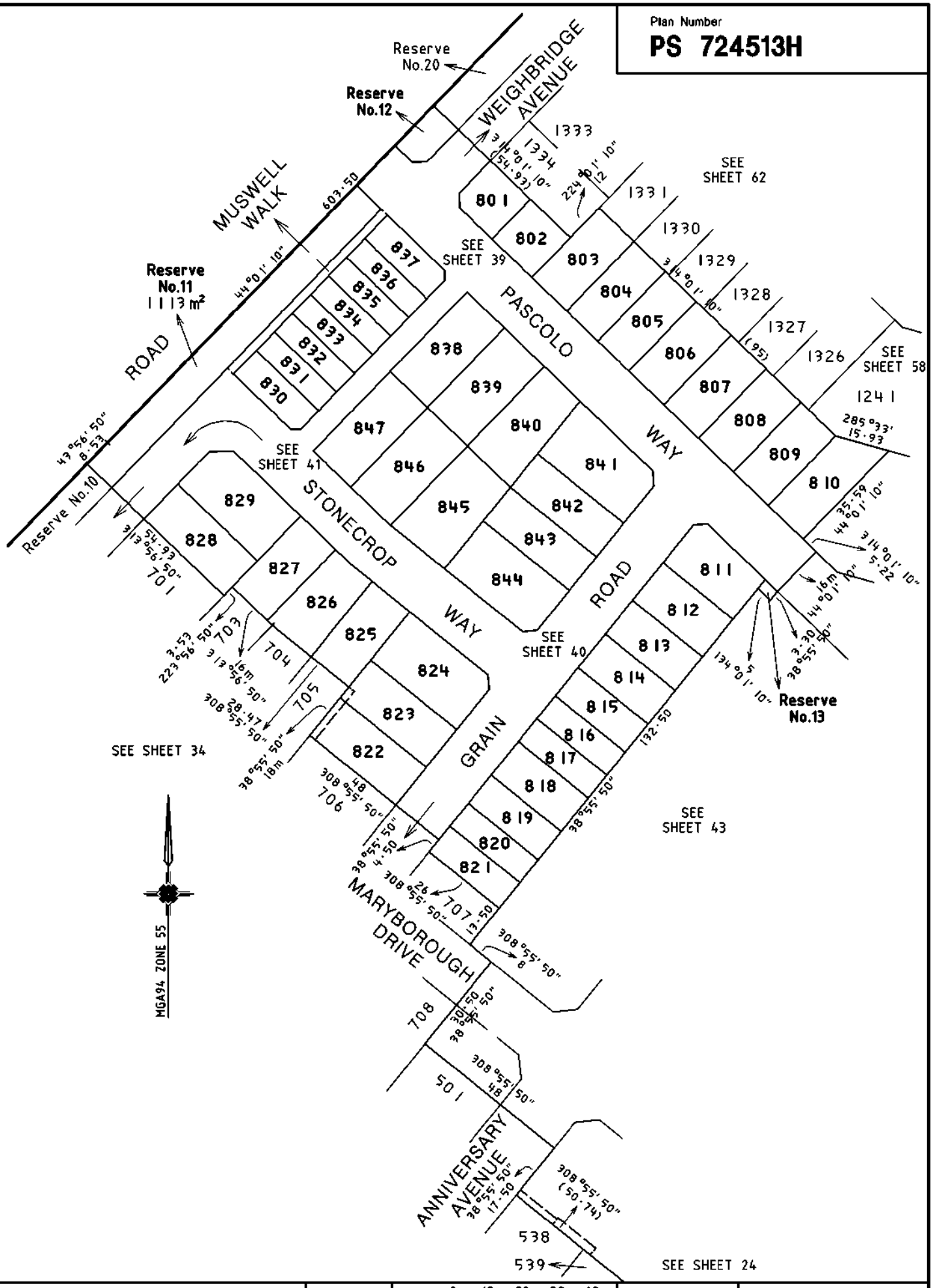
PS 724513H



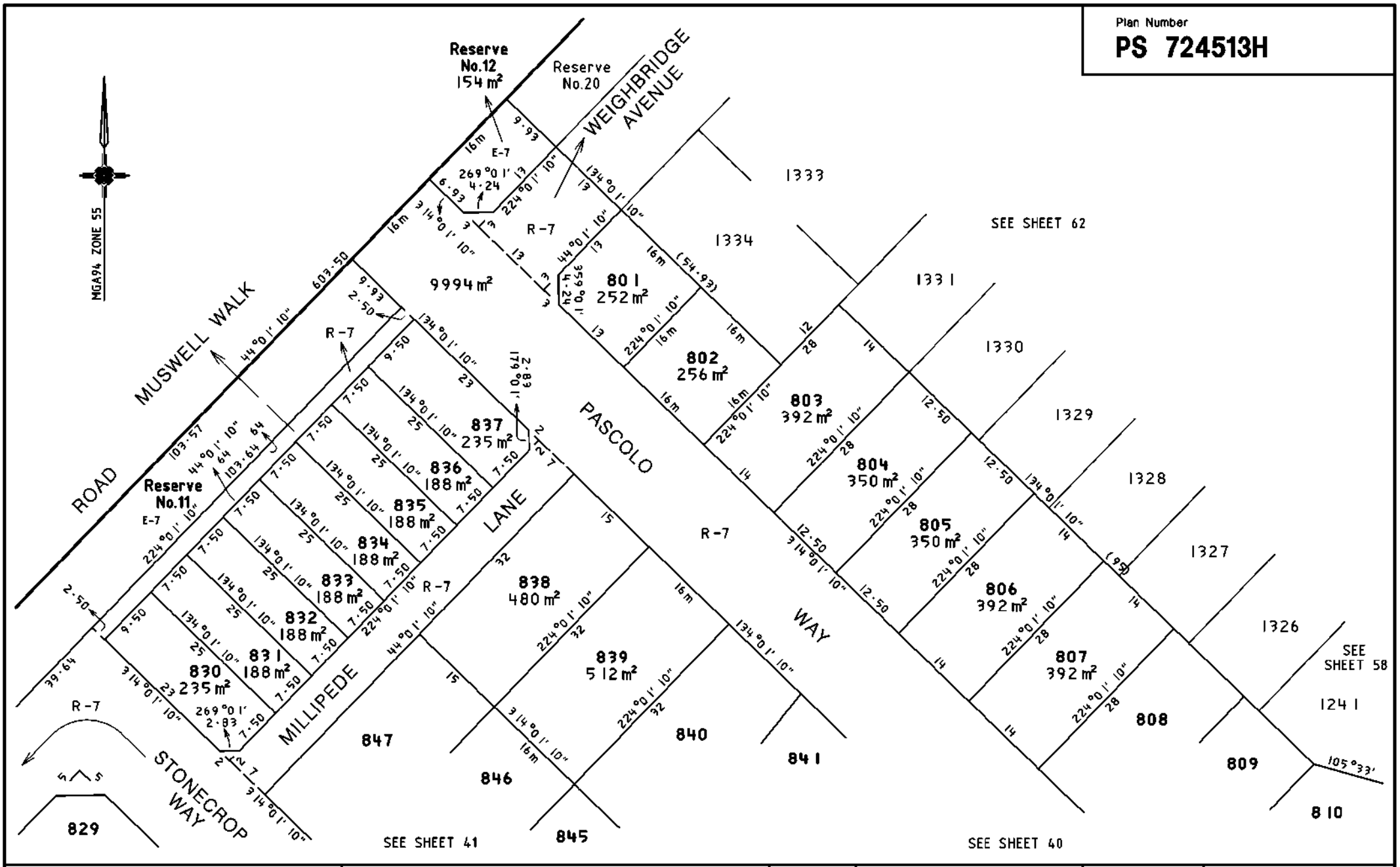
WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 37
	JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 38 of 144

Plan Number
PS 724513H



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946 SUITE 4, LEVEL 5, 449 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1 : 1000	0 10 20 30 40 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 38
	JONATHAN TREVOR NEATE, VERSION			



WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
6 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
SUITE 4, LEVEL 6, 448 ST KILDA RD, MELBOURNE PH.(03) 9866 0300

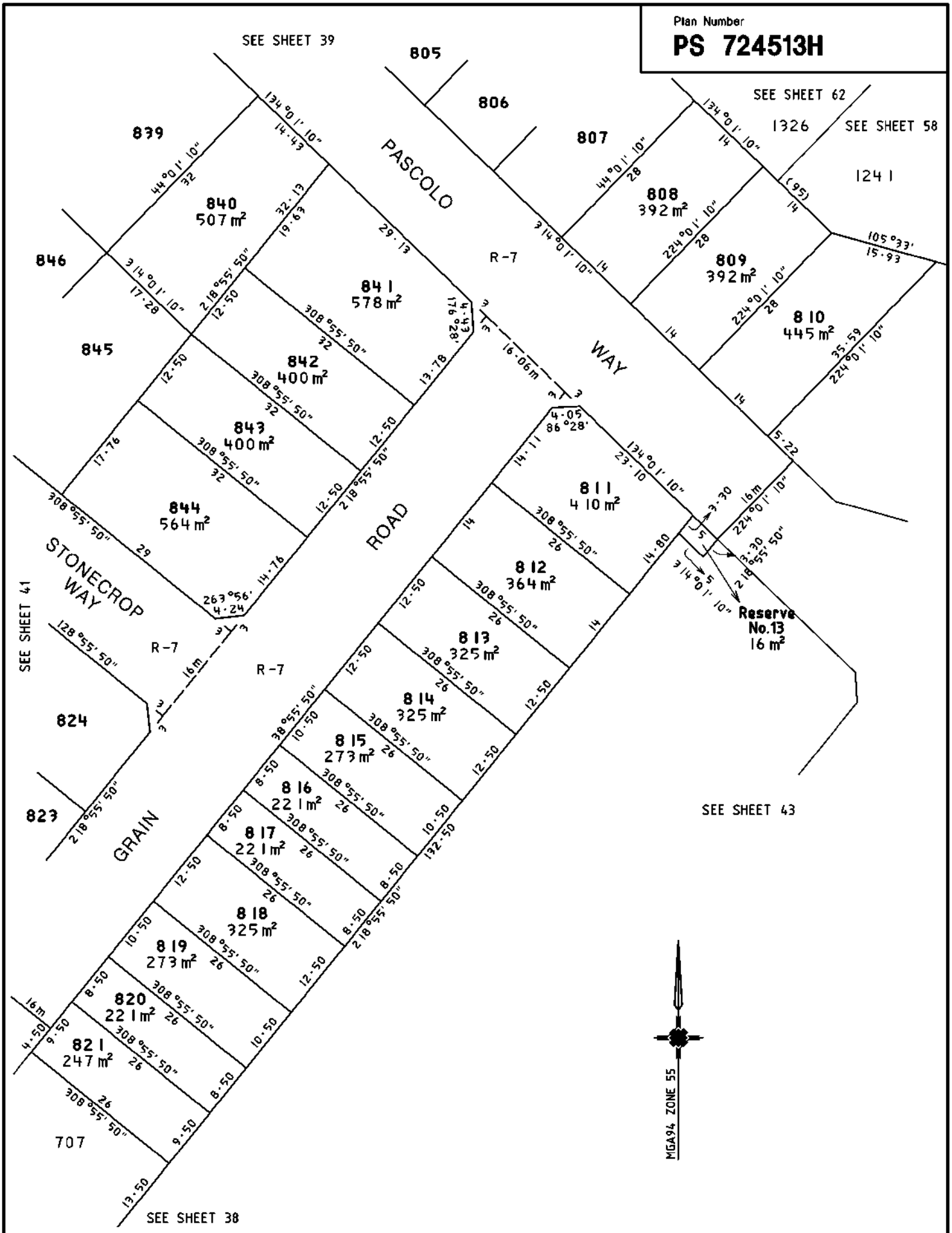
SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 39

JONATHAN TREVOR NEATE, VERSION

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 39 of 144

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 40 of 144

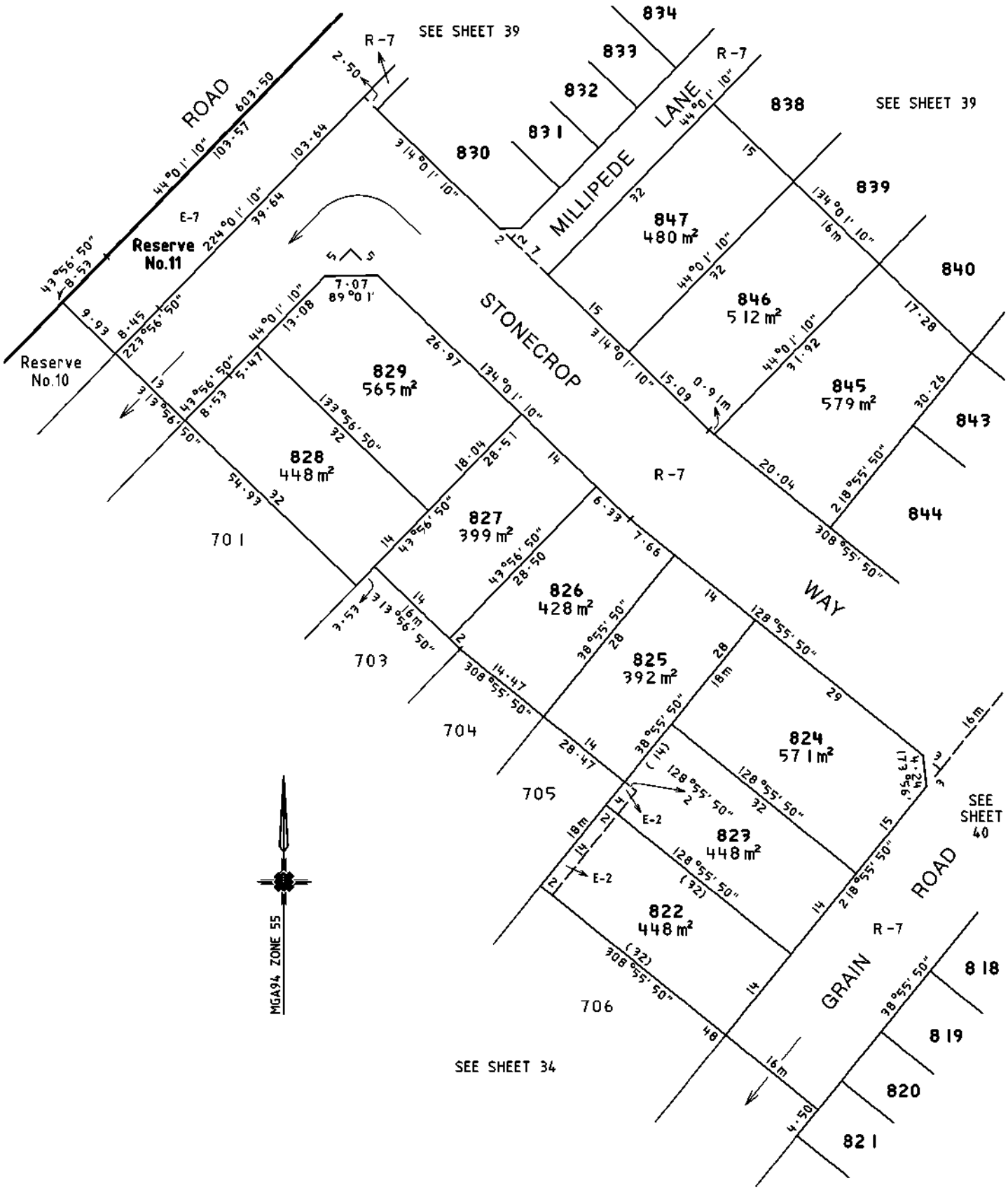
Plan Number
PS 724513H



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946 SUITE 4, LEVEL 5, 449 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 40
	JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 41 of 144

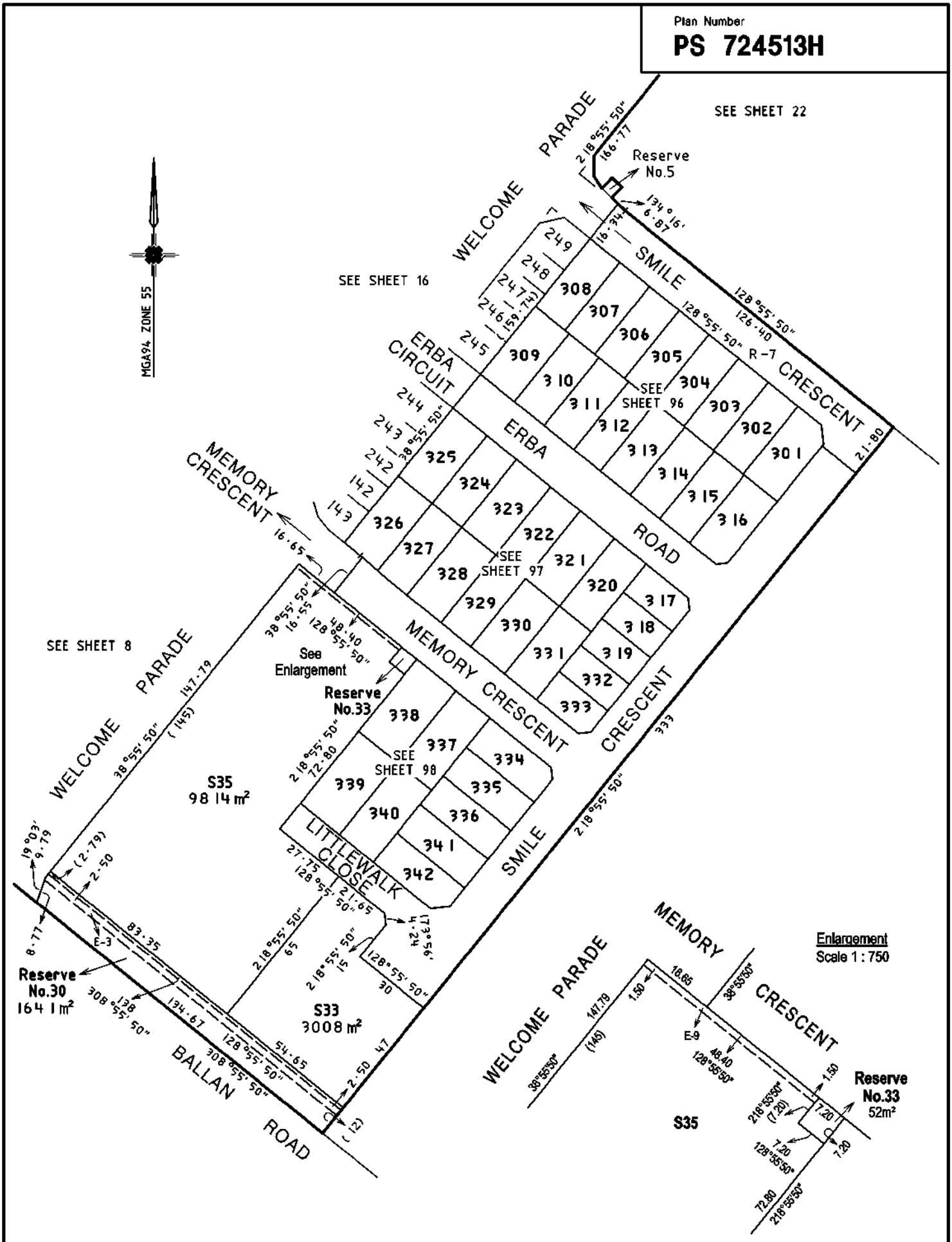
Plan Number
PS 724513H



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946 SUITE 4, LEVEL 5, 449 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 41
	JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 42 of 144

Plan Number
PS 724513H



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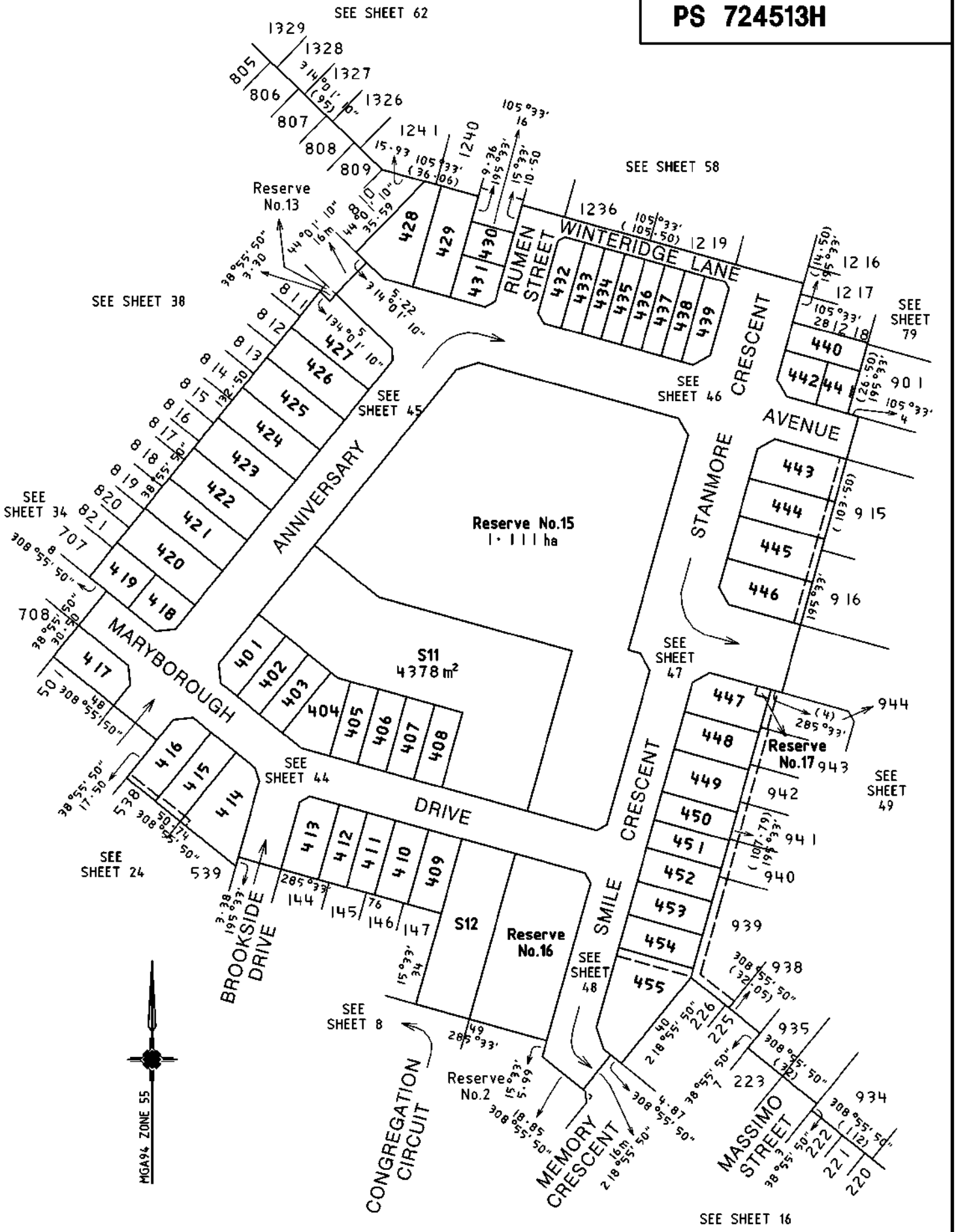
	JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 43 of 144

Plan Number
PS 724513H



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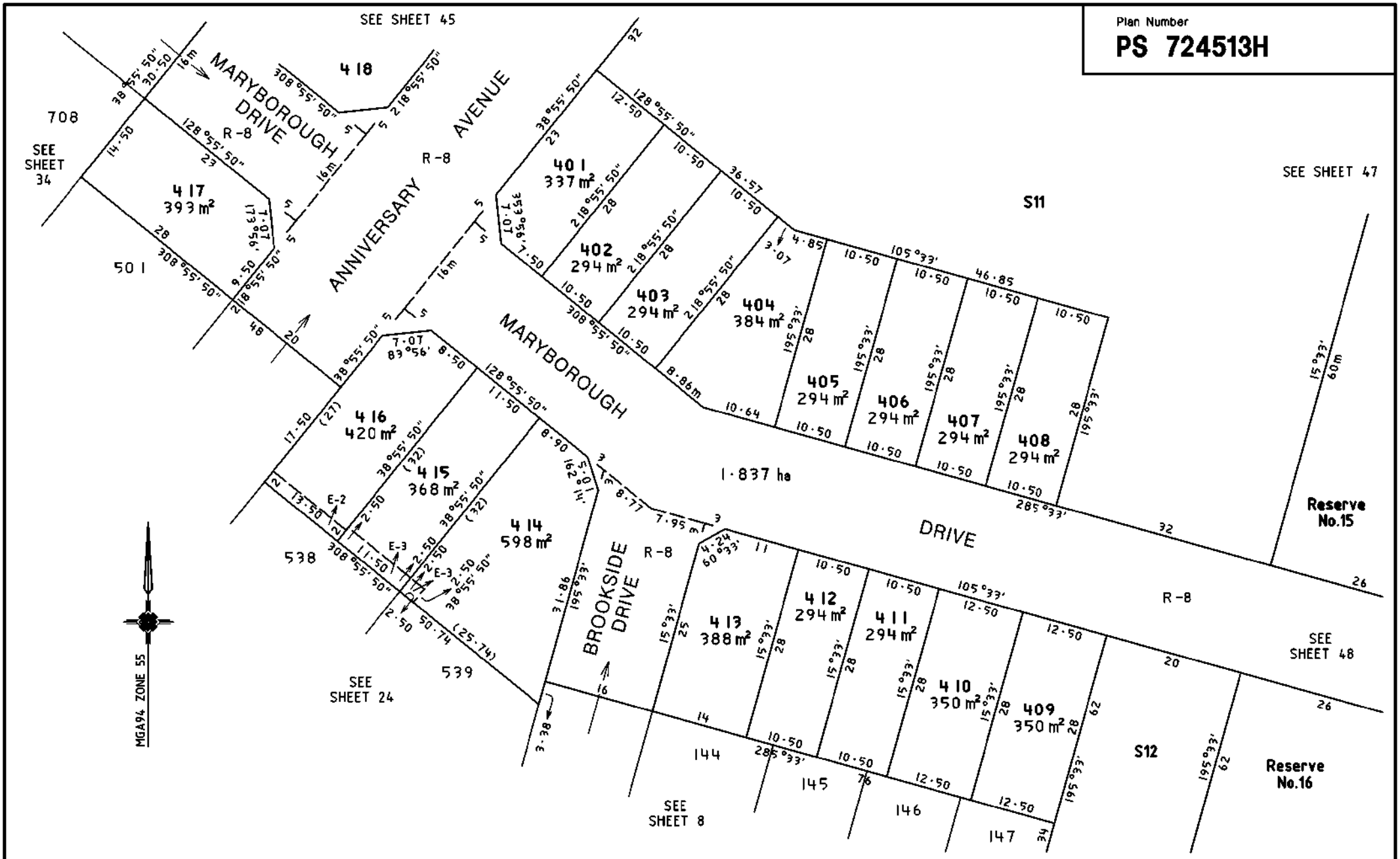
	JONATHAN TREVOR NEATE VERSION			

Plan Number
PS 724513H



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 6 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 SUITE 4, LEVEL 6, 448 ST KILDA RD, MELBOURNE PH.(03) 9866 0300		SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 44
		JONATHAN TREVOR NEATE VERSION		

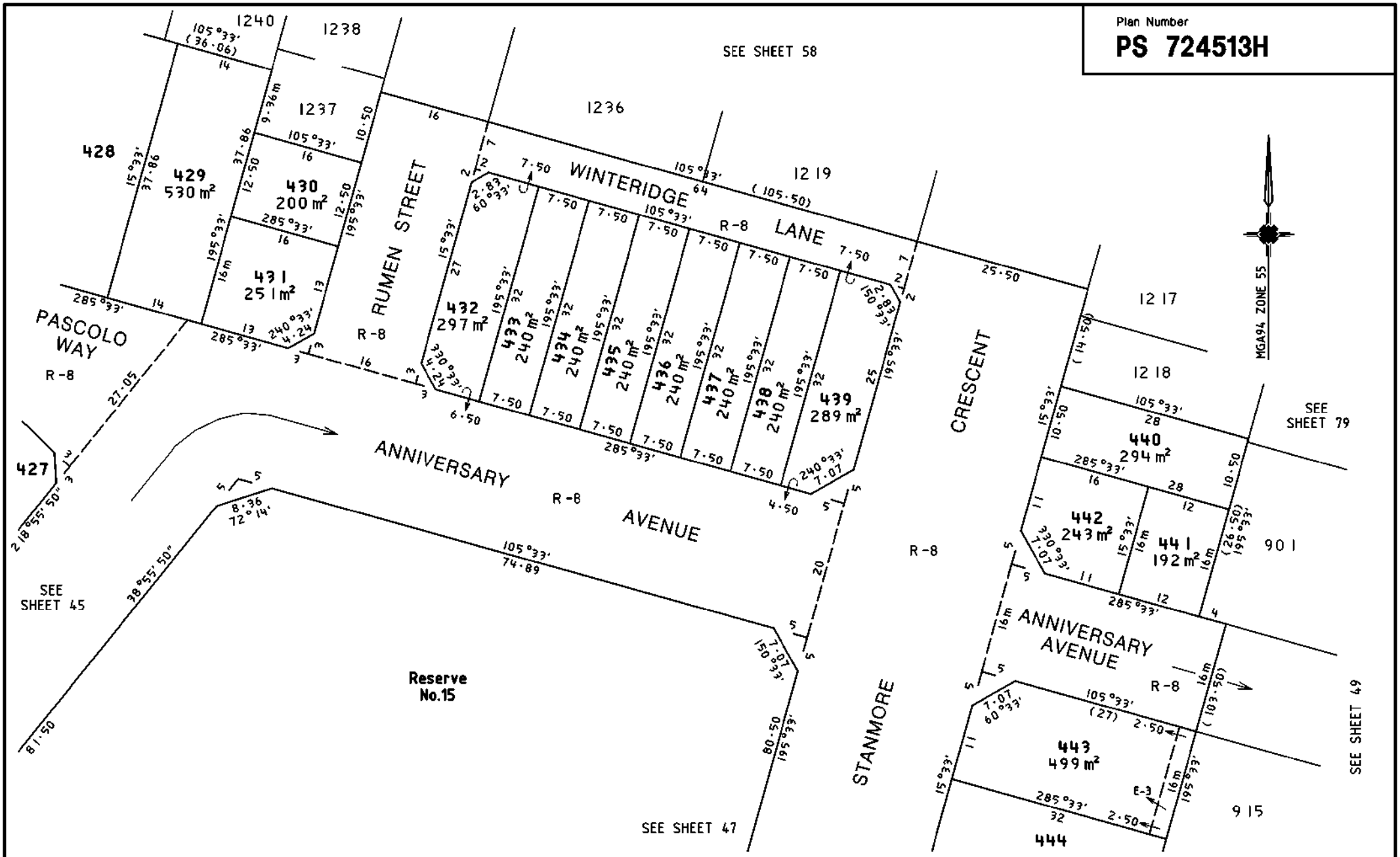
Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 44 of 144

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 45 of 144

Plan Number
PS 724513H

1241
105°33' (36.06)
1240
15.93
6.14
810
44°01'10" 35.59
428 569 m²
195°33' 37.86
429
5.22
13.79
38°55'50" 3.30
Reserve No.13
44°01'10"
16m
PASCOLO WAY
134°01'10" 28.14
10.98
285°33'
811
16.50
134°01'10"
R-8
27.05
812
427 634 m²
813
14
128°55'50" 36
176.28 14.43
SEE SHEET 46
SEE SHEET 38
814
426 504 m²
815
425 504 m²
816
424 504 m²
817
423 504 m²
818
422 504 m²
819
421 504 m²
820
821
707
420 576 m²
419 288 m²
418 275 m²
417
132.50
38°55'50"
218°55'50"
R-8
ANNIVERSARY AVENUE
81.50
Reserve No.15
SEE SHEET 34
16m
18m
36
38°55'50" 8
308°55'50" 13
263°56' 7.07
MARYBOROUGH DRIVE
30.50
5
S11
32
308°55'50" 29.95
285°33' 72.23
SEE SHEET 47
401
402
SEE SHEET 44

WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946 SUITE 4, LEVEL 5, 449 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 45
	JONATHAN TREVOR NEATE VERSION			



WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
6 MAIN ST, MORNINGTON PH.(03) 5975 4644,
FAX (03) 5975 3916
SUITE 4, LEVEL 6, 448 ST KILDA RD, MELBOURNE
PH.(03) 9866 0300

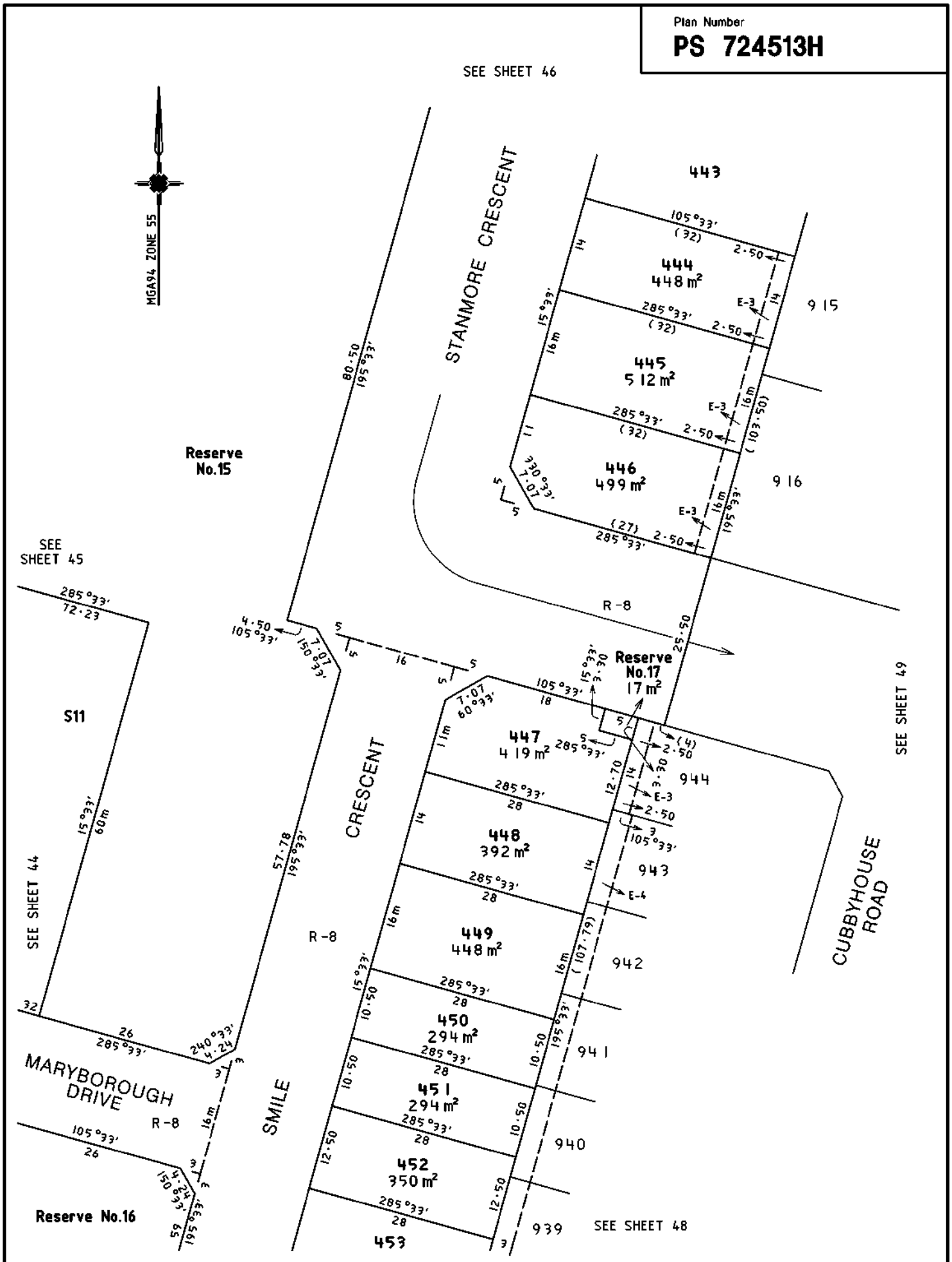
SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 46

JONATHAN TREVOR NEATE VERSION

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 46 of 144

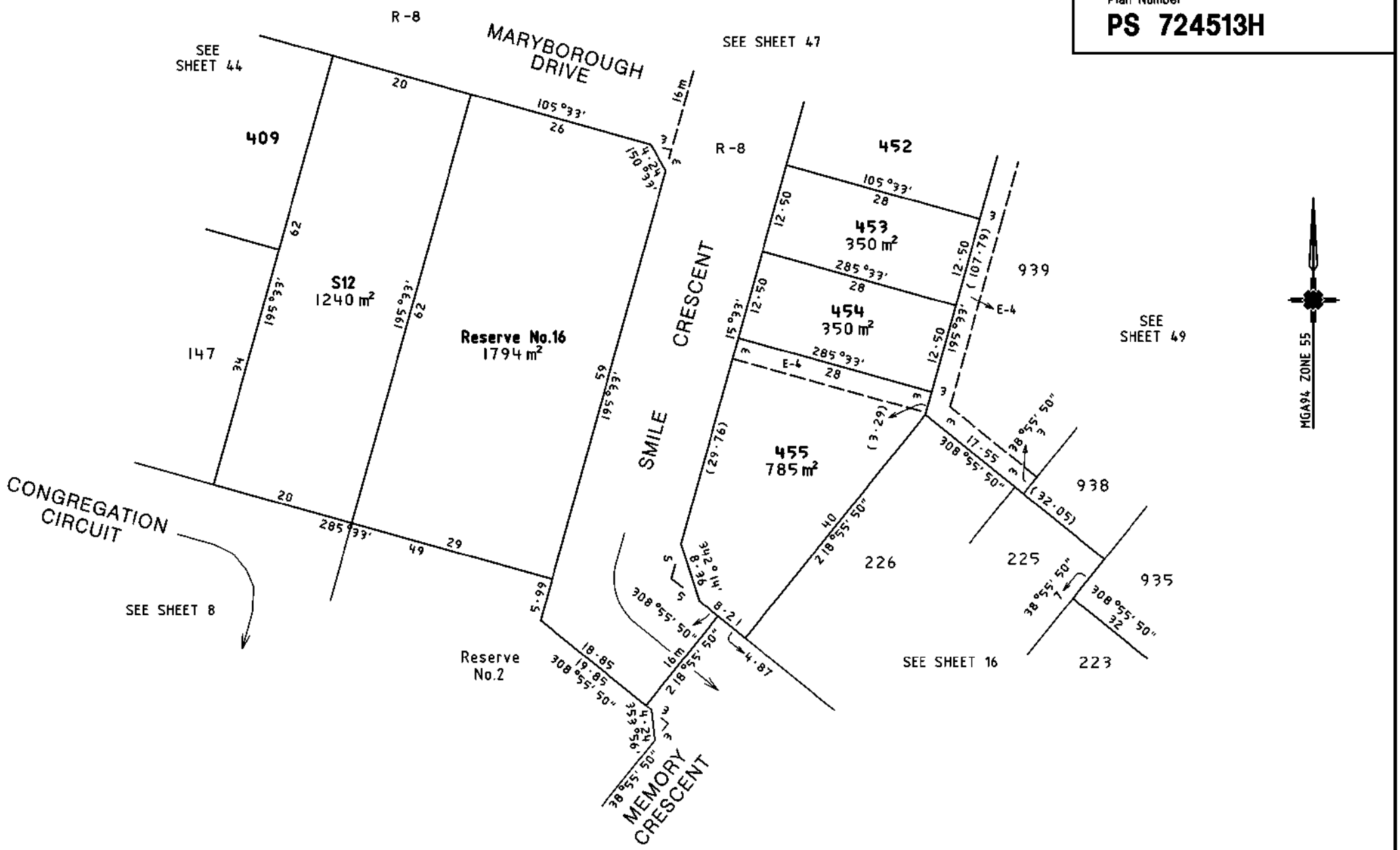
Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 47 of 144

Plan Number
PS 724513H



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946 SUITE 4, LEVEL 5, 449 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 47
	JONATHAN TREVOR NEATE VERSION			

Plan Number
PS 724513H



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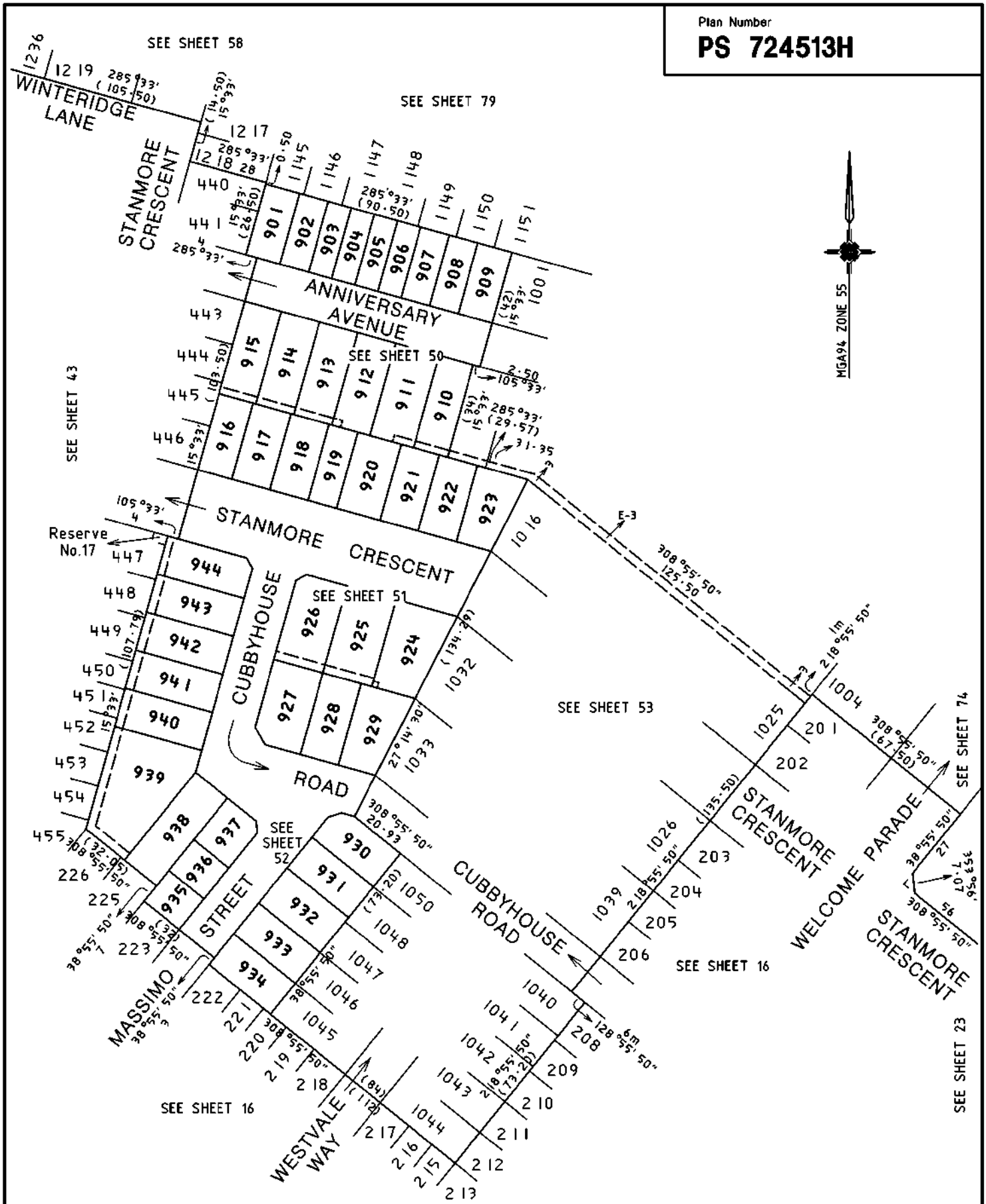
		JONATHAN TREVOR NEATE VERSION		

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 48 of 144

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 49 of 144

Plan Number
PS 724513H



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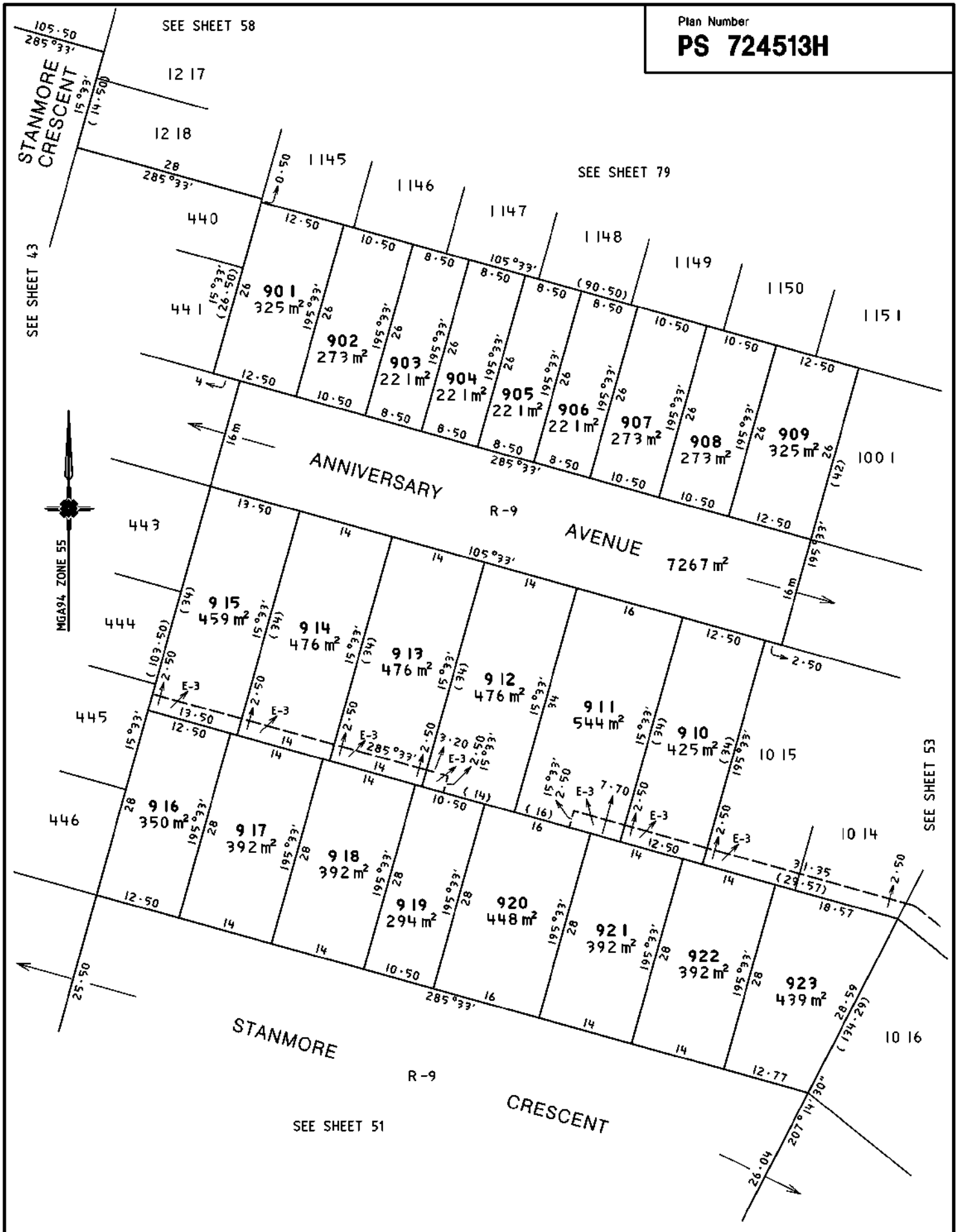
	JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 50 of 144

Plan Number
PS 724513H



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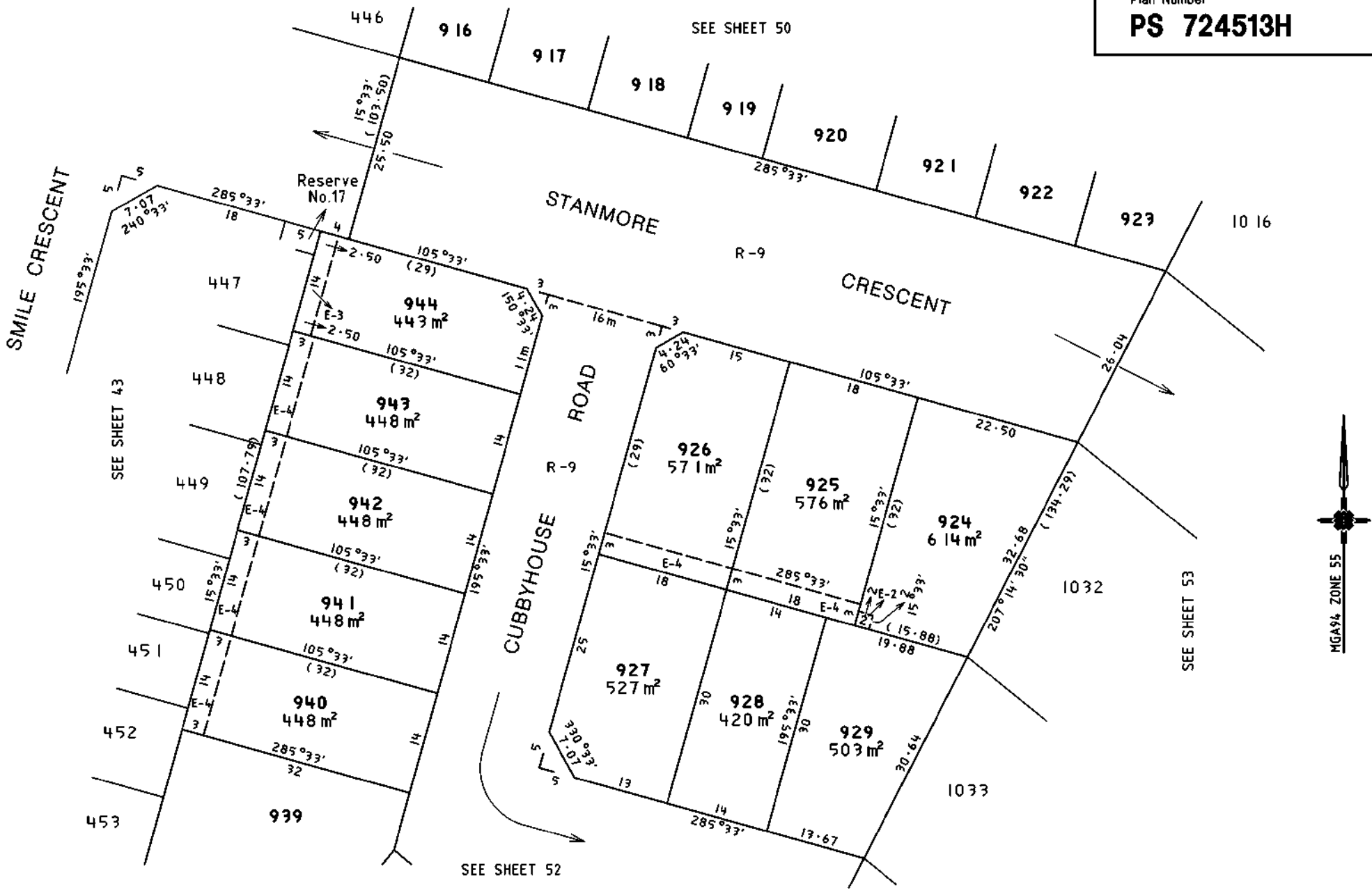
	JONATHAN TREVOR NEATE, VERSION			

Plan Number
PS 724513H



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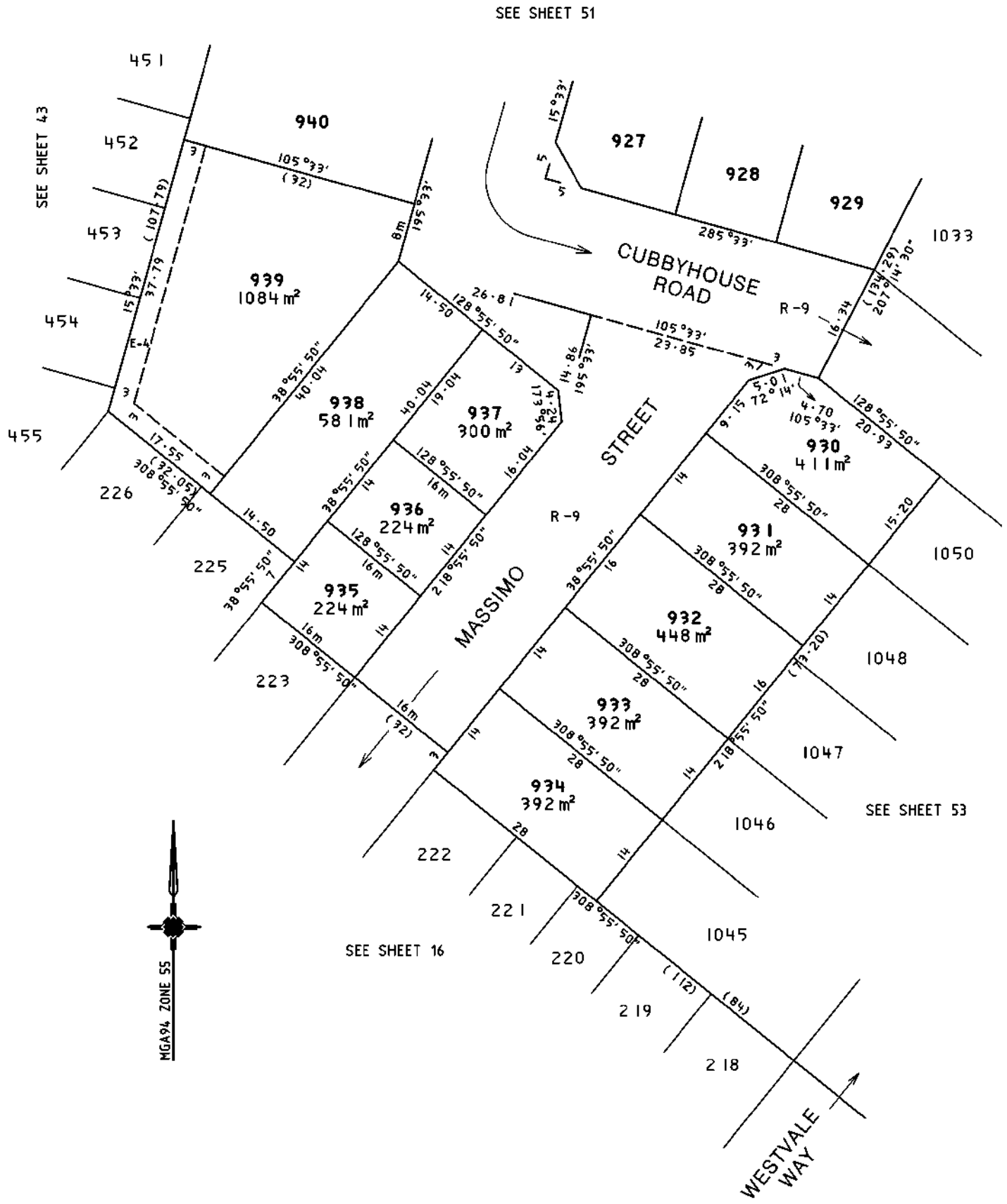
		JONATHAN TREVOR NEATE, VERSION		

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 51 of 144

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 52 of 144

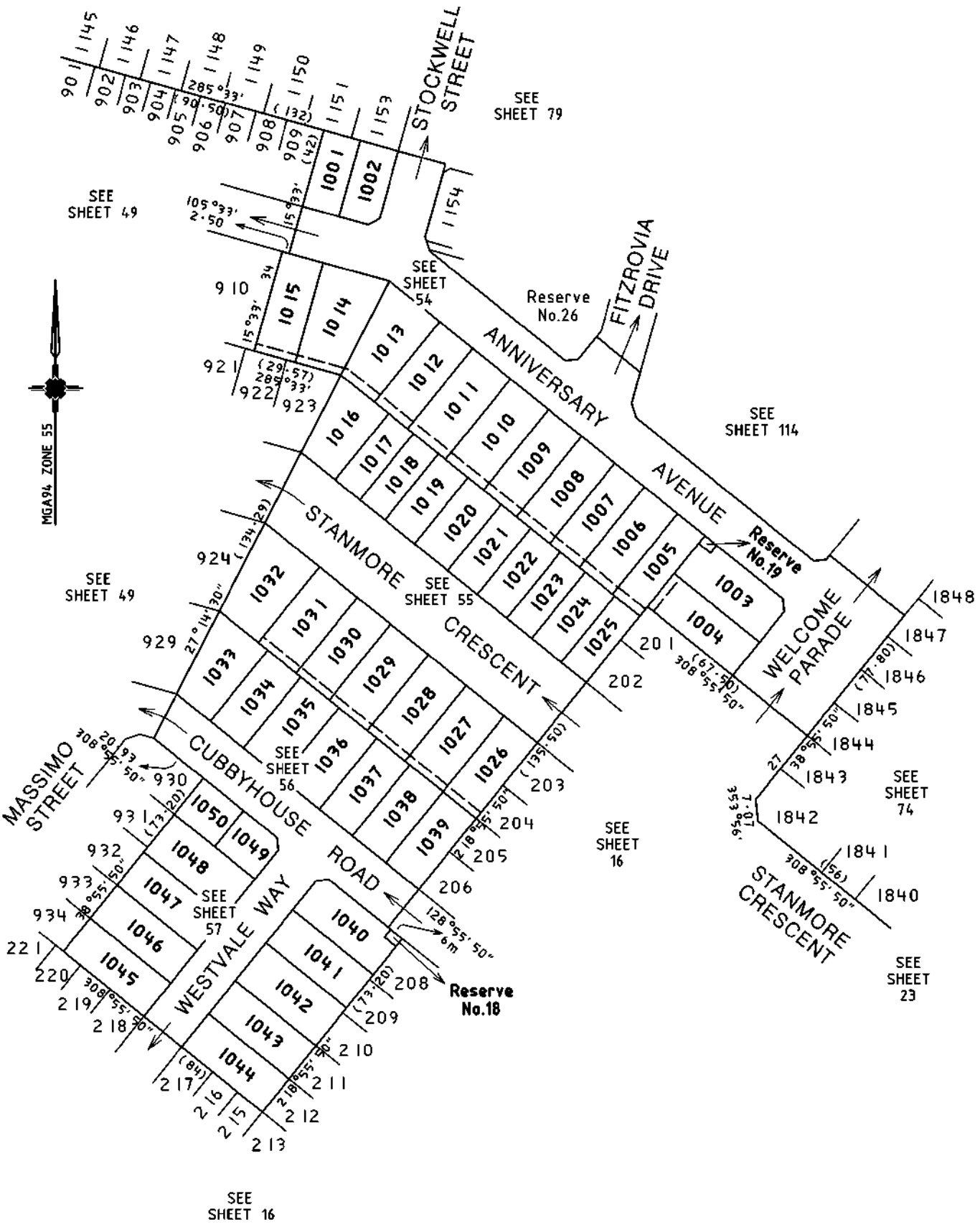
Plan Number
PS 724513H



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946 SUITE 4, LEVEL 5, 449 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:500 0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 52
	JONATHAN TREVOR NEATE, VERSION		

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 53 of 144

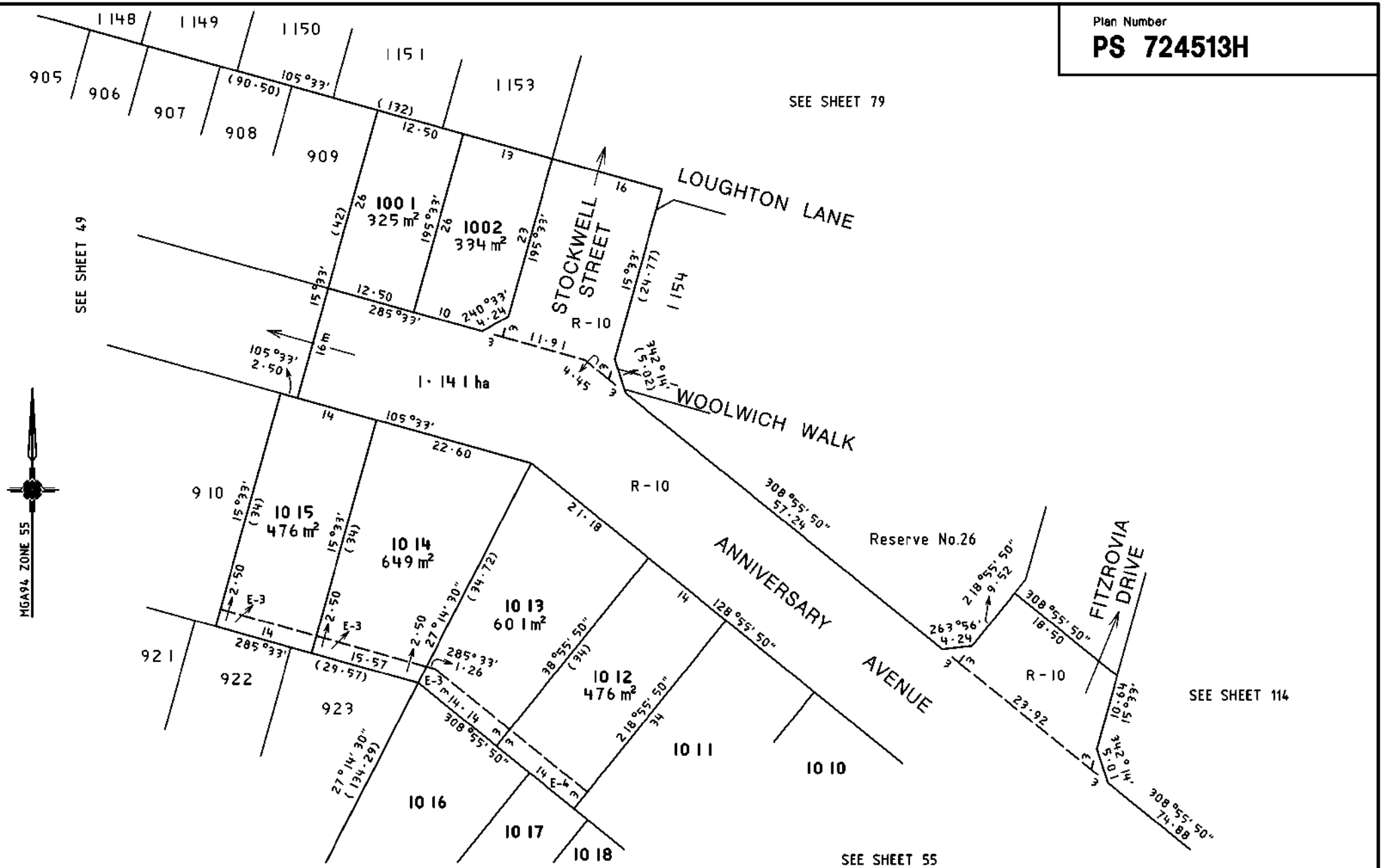
Plan Number
PS 724513H



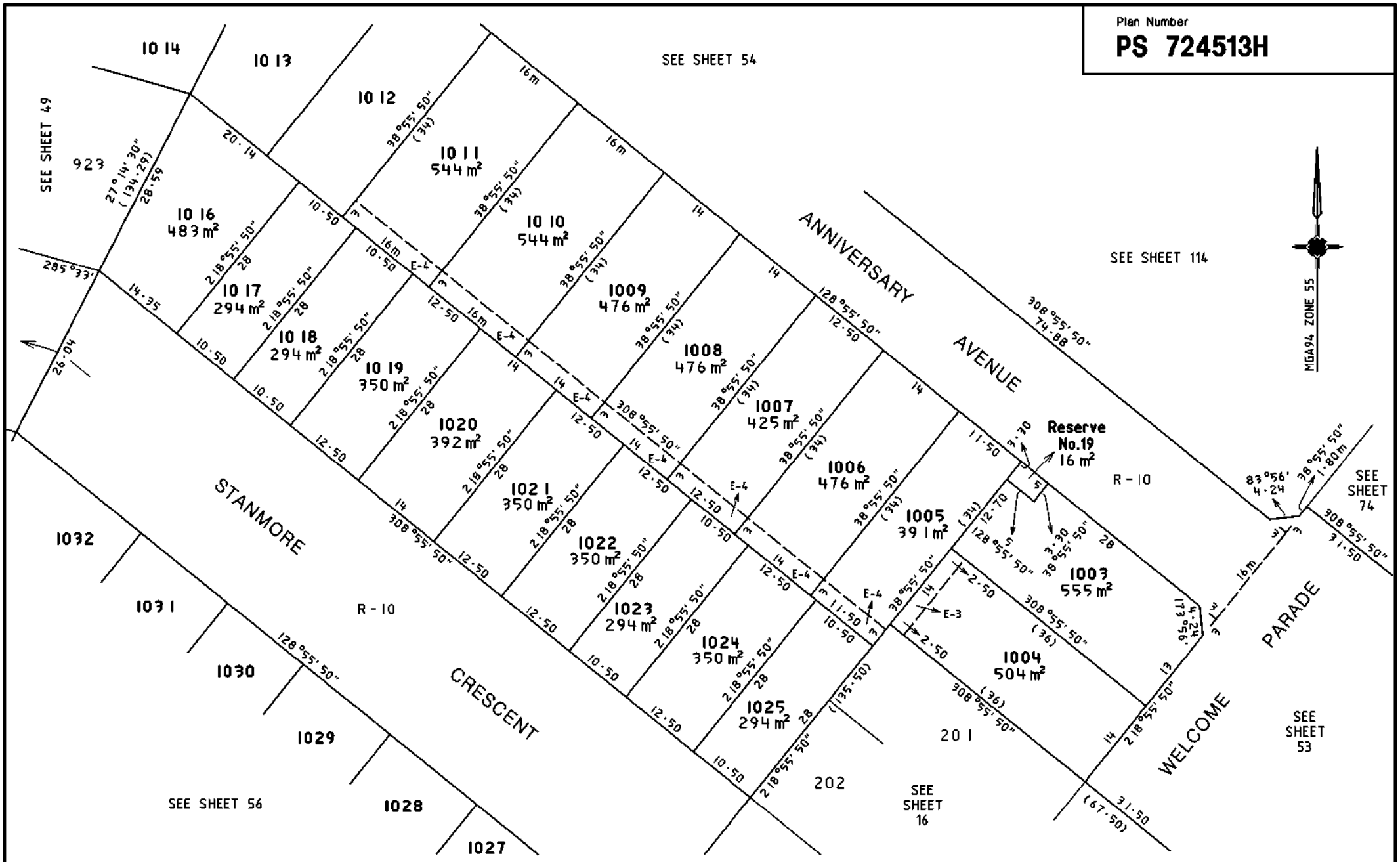
WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946 SUITE 4, LEVEL 5, 449 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:1250	0 12.5 25 37.5 50 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 53
	JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 54 of 144

Plan Number
PS 724513H



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 6 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 SUITE 4, LEVEL 6, 448 ST KILDA RD, MELBOURNE PH.(03) 9866 0300		SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 54
		JONATHAN TREVOR NEATE, VERSION		



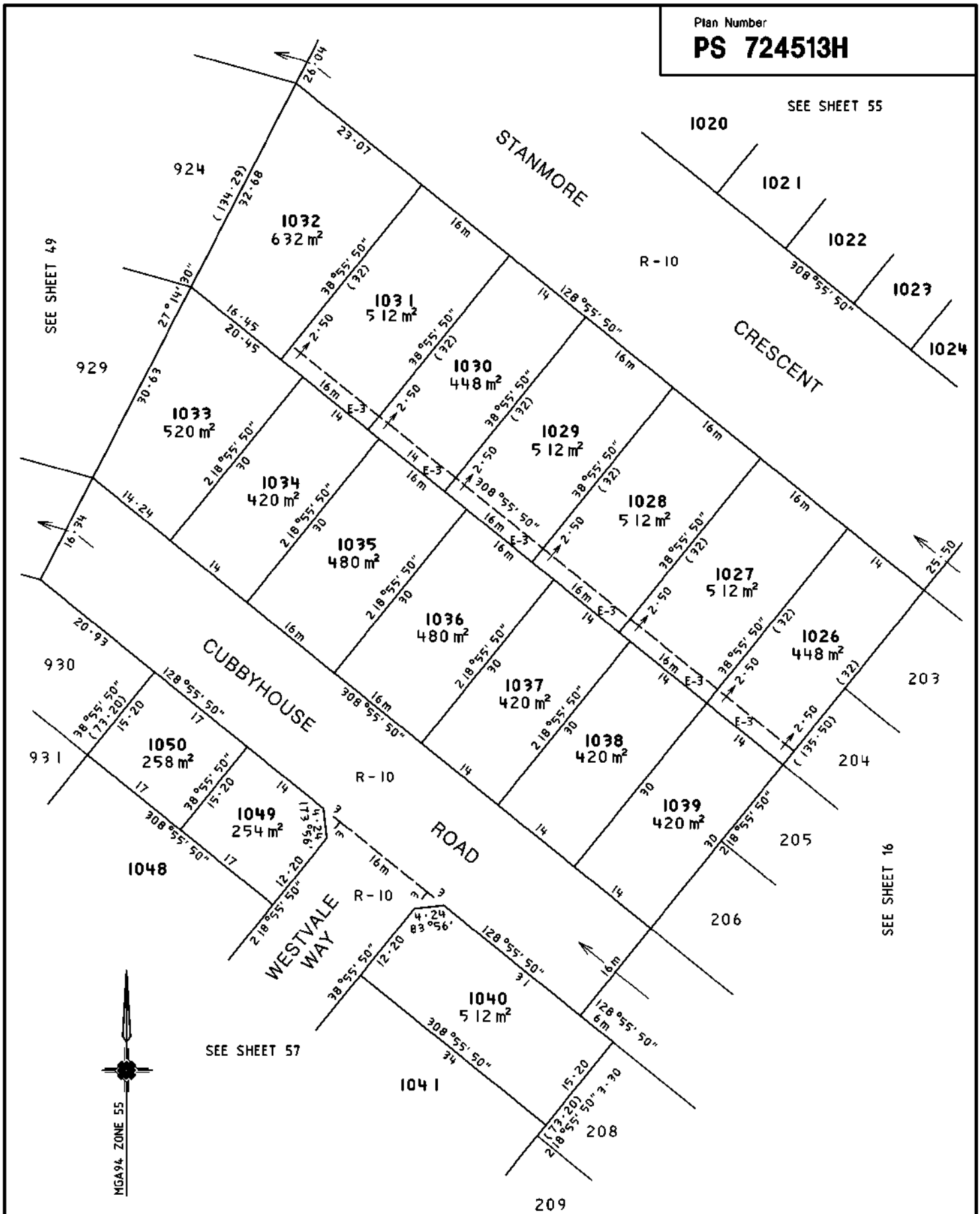
WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
6 MAIN ST, MORNINGTON PH.(03) 5975 4644,
FAX (03) 5975 3916
SUITE 4, LEVEL 6, 448 ST KILDA RD, MELBOURNE
PH.(03) 9866 0300

SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 55
JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 55 of 144

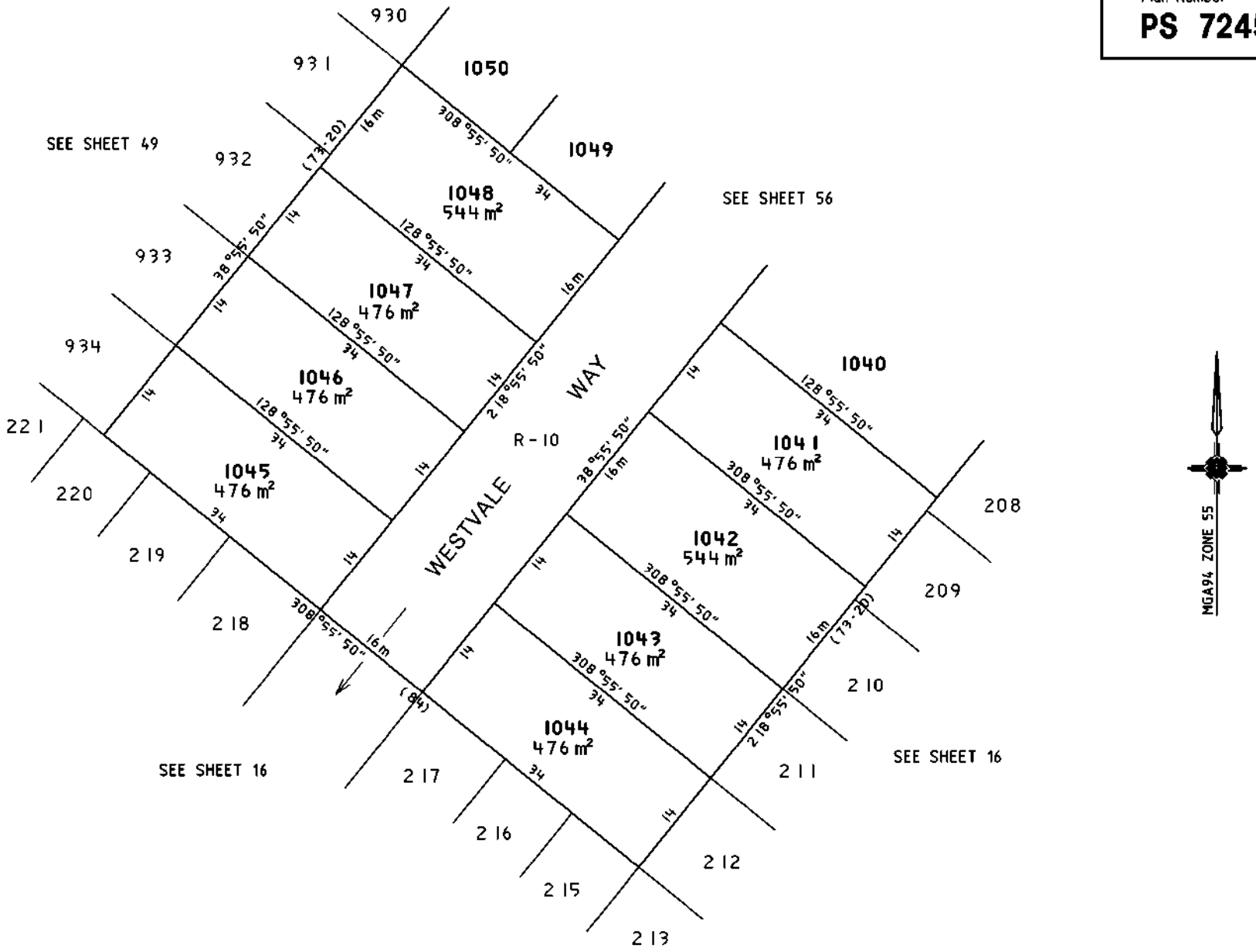
Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 56 of 144

Plan Number
PS 724513H



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946 SUITE 4, LEVEL 5, 449 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 56
	JONATHAN TREVOR NEATE, VERSION			

Plan Number
PS 724513H



WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
6 MAIN ST, MORNINGTON PH.(03) 5975 4644,
FAX (03) 5975 3916
SUITE 4, LEVEL 6, 448 ST KILDA RD, MELBOURNE
PH.(03) 9860 0300

SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 57

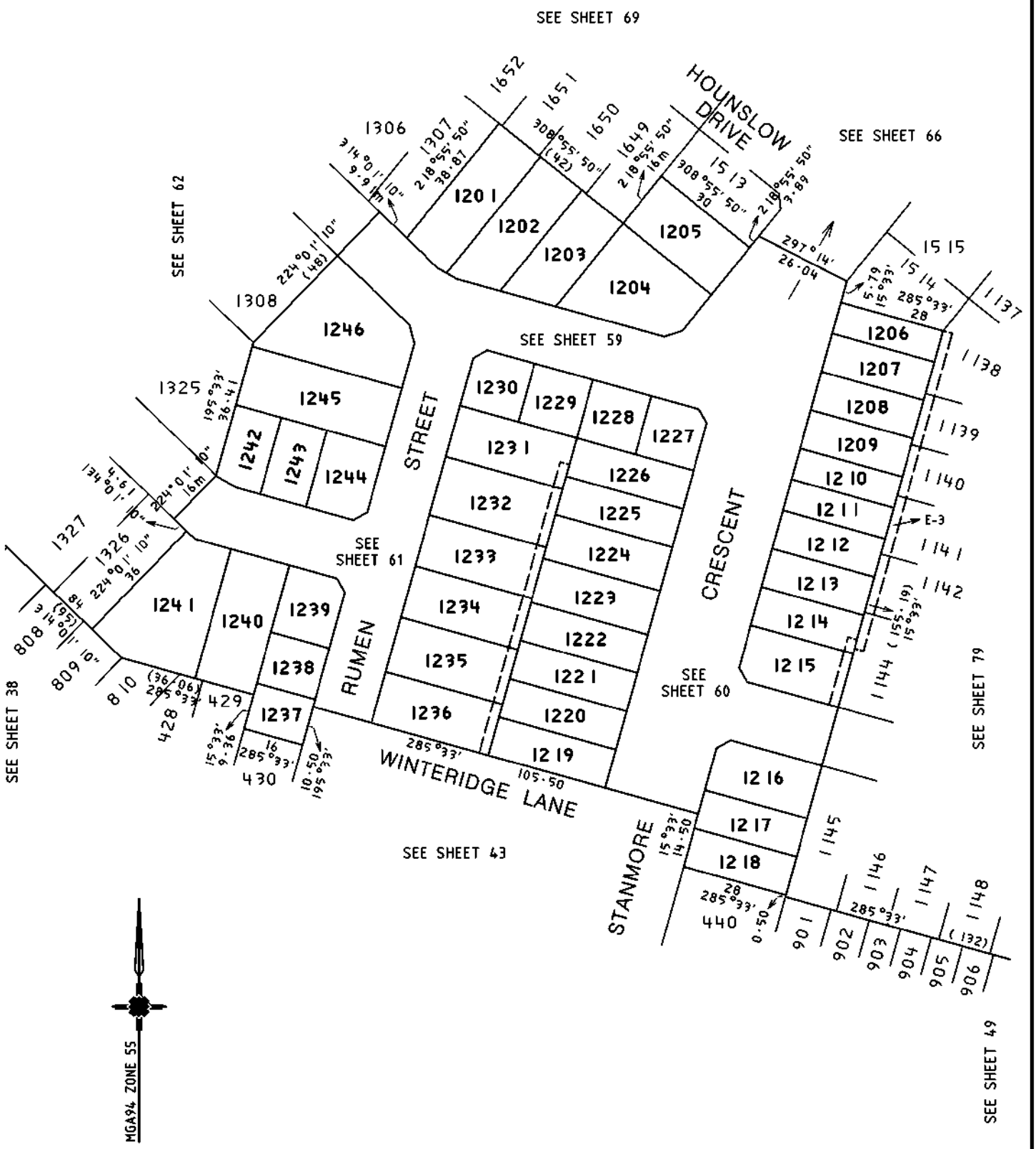
JONATHAN TREVOR NEATE, VERSION

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 57 of 144

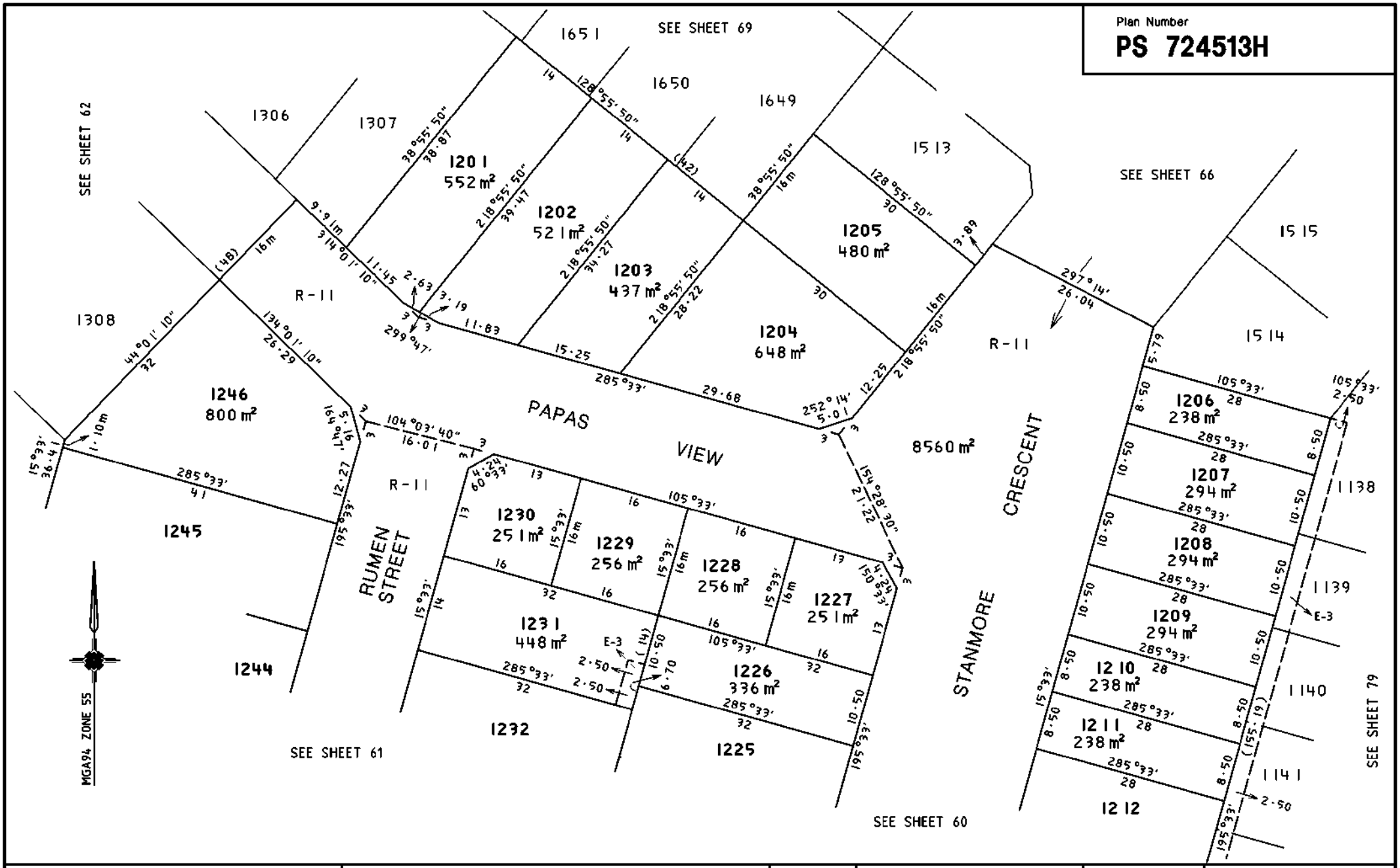
Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 58 of 144

Plan Number

PS 724513H



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644 SUITE 4, LEVEL 5, 449 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:1000	0 10 20 30 40 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 58
	JONATHAN TREVOR NEATE VERSION			



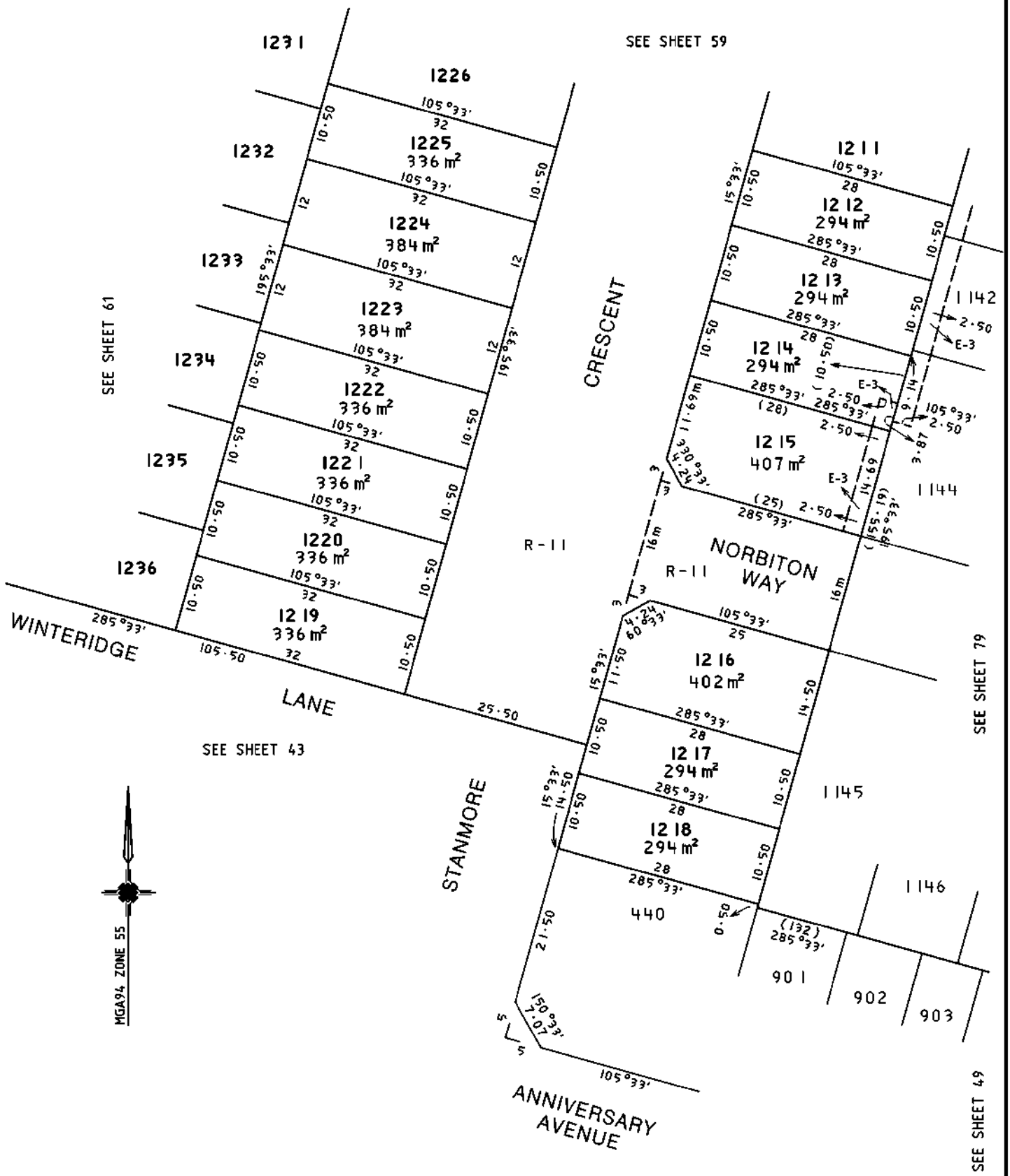
WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
6 MAIN ST, MORNINGTON PH.(03) 5975 4644
SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9866 0300

SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 59
JONATHAN TREVOR NEATE VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 59 of 144

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 60 of 144

Plan Number
PS 724513H



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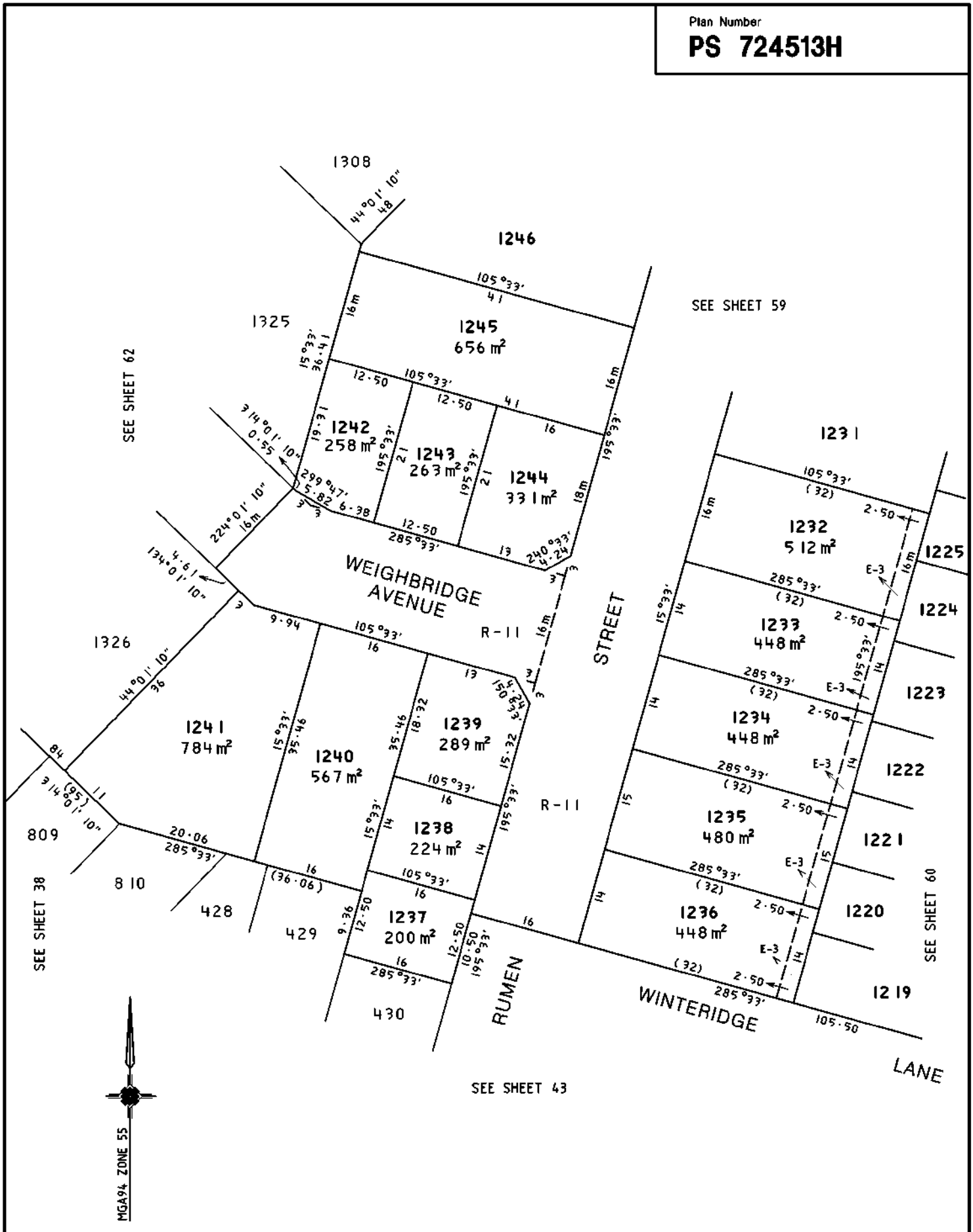
	JONATHAN TREVOR NEATE VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 61 of 144

Plan Number
PS 724513H



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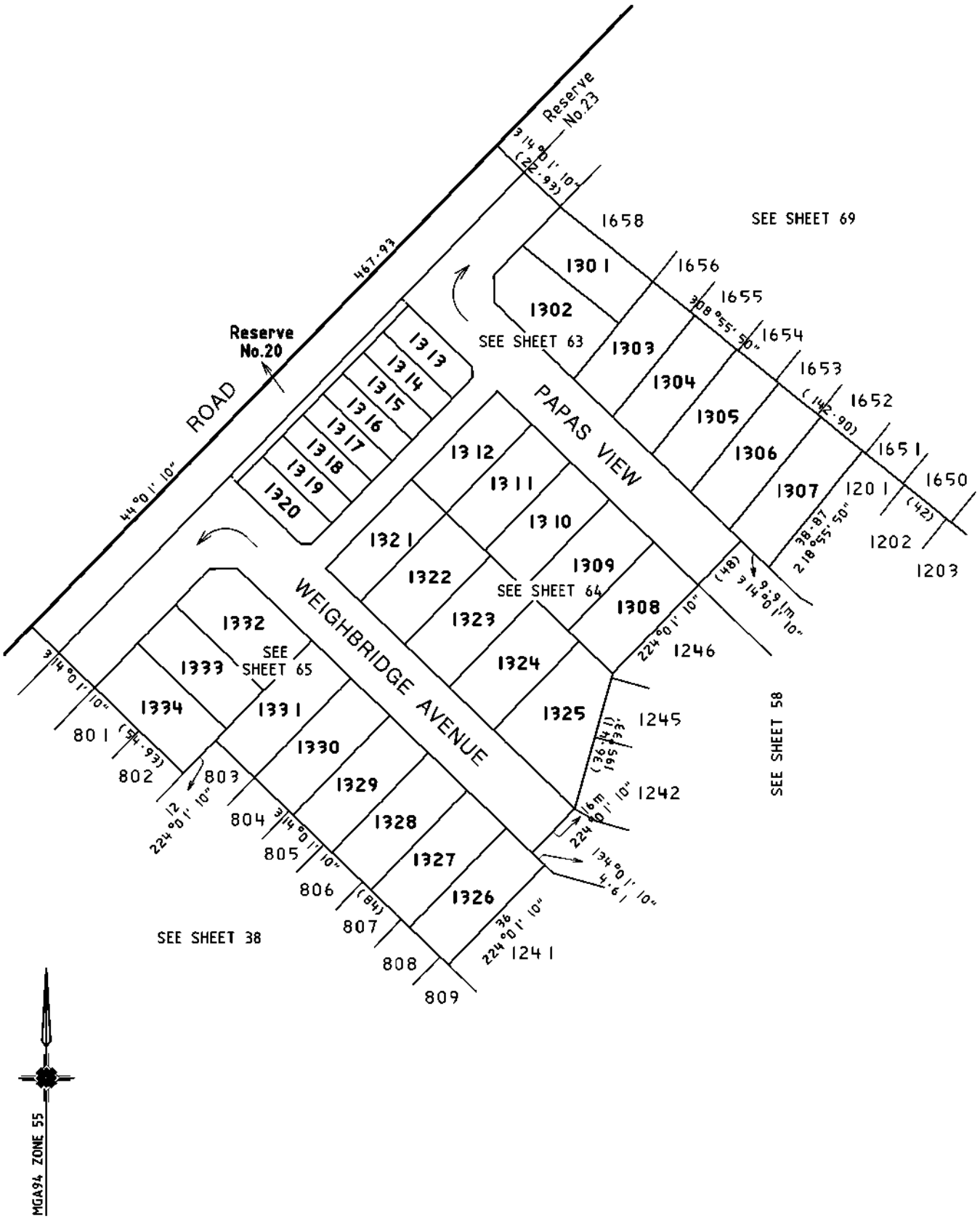
	JONATHAN TREVOR NEATE VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 62 of 144

Plan Number

PS 724513H



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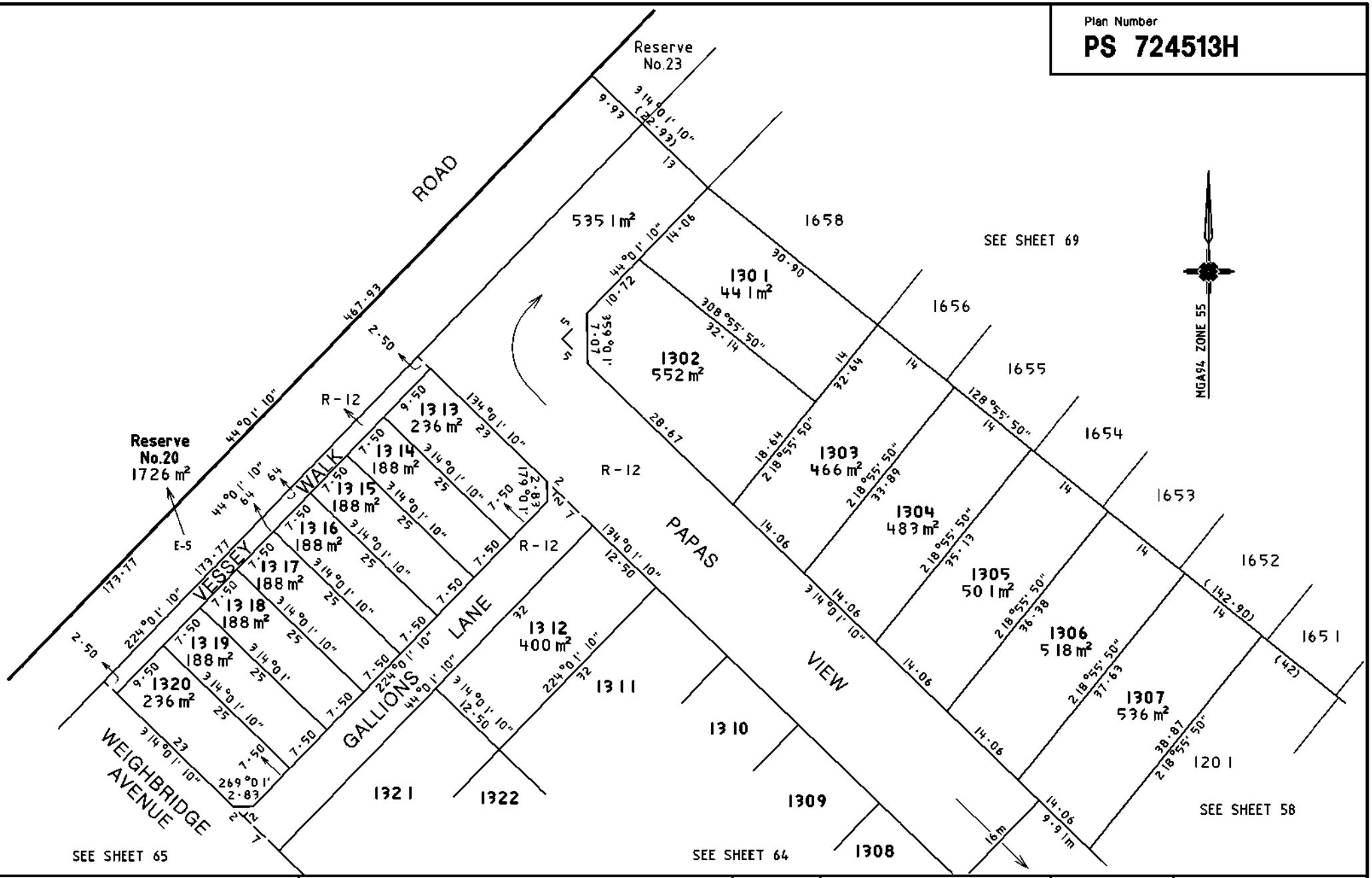
	JONATHAN TREVOR NEATE, VERSION			

Plan Number
PS 724513H



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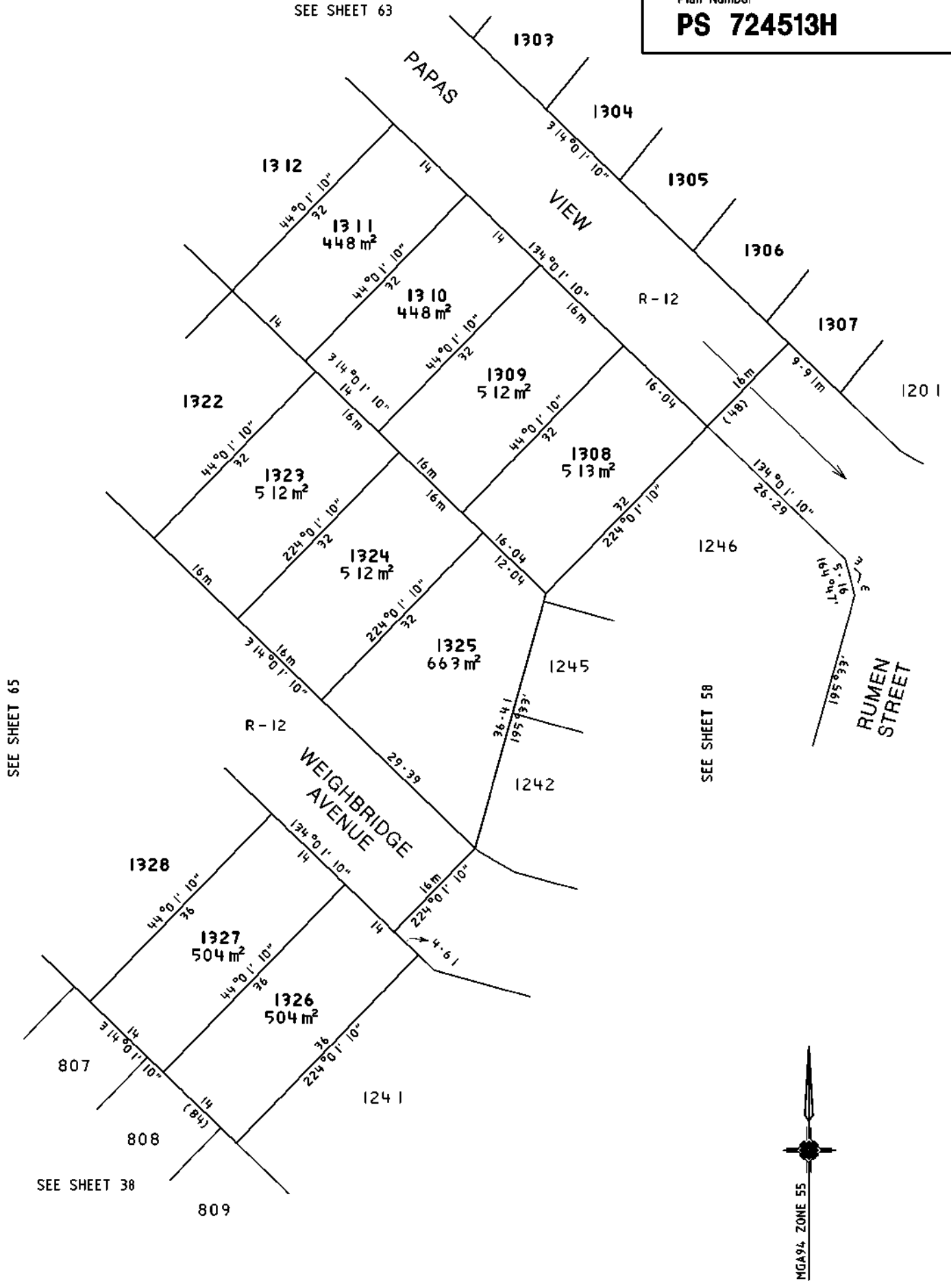
		JONATHAN TREVOR NEATE, VERSION		

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 63 of 144

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 64 of 144

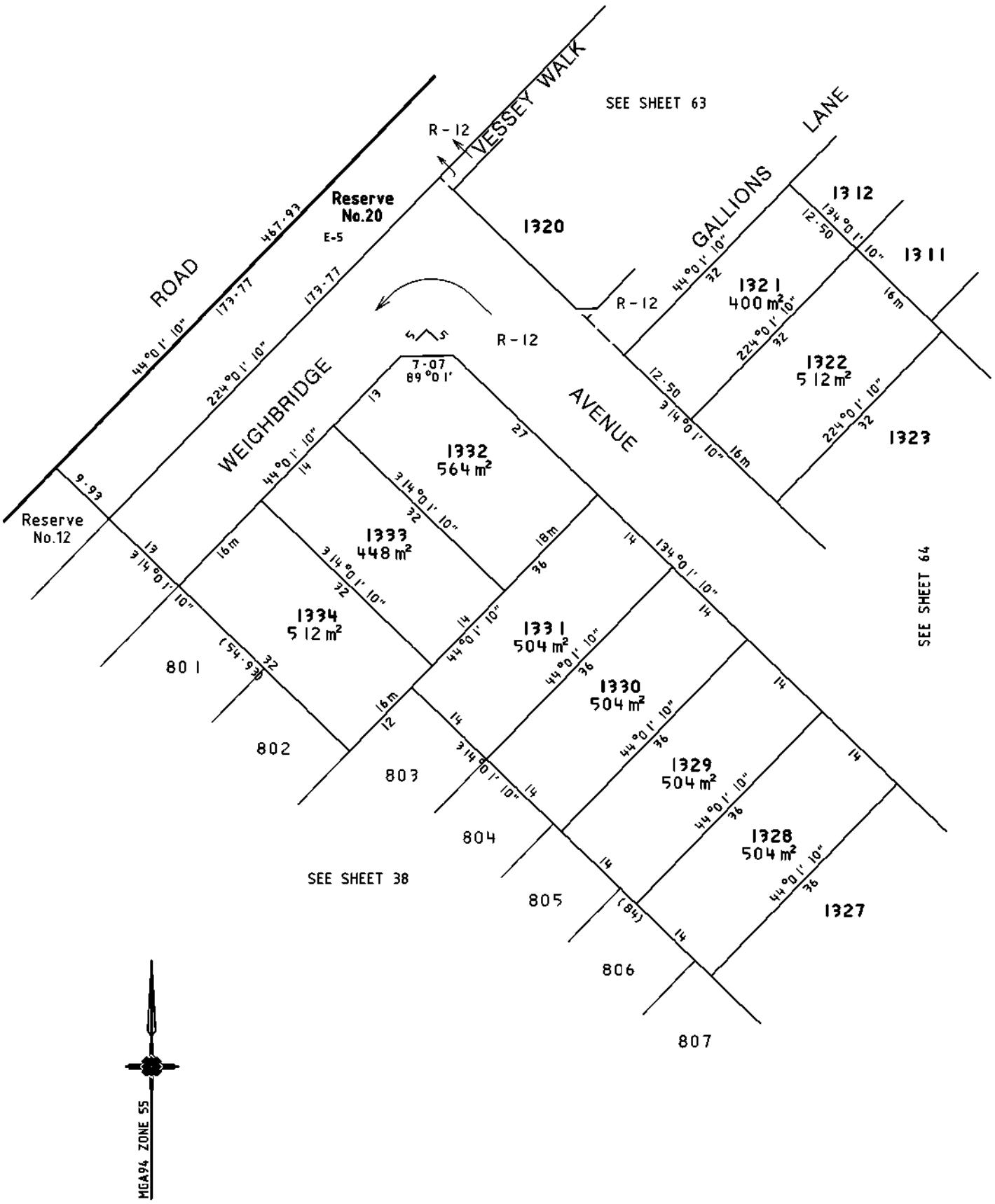
Plan Number
PS 724513H



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946 SUITE 4, LEVEL 5, 449 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 64
	JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 65 of 144

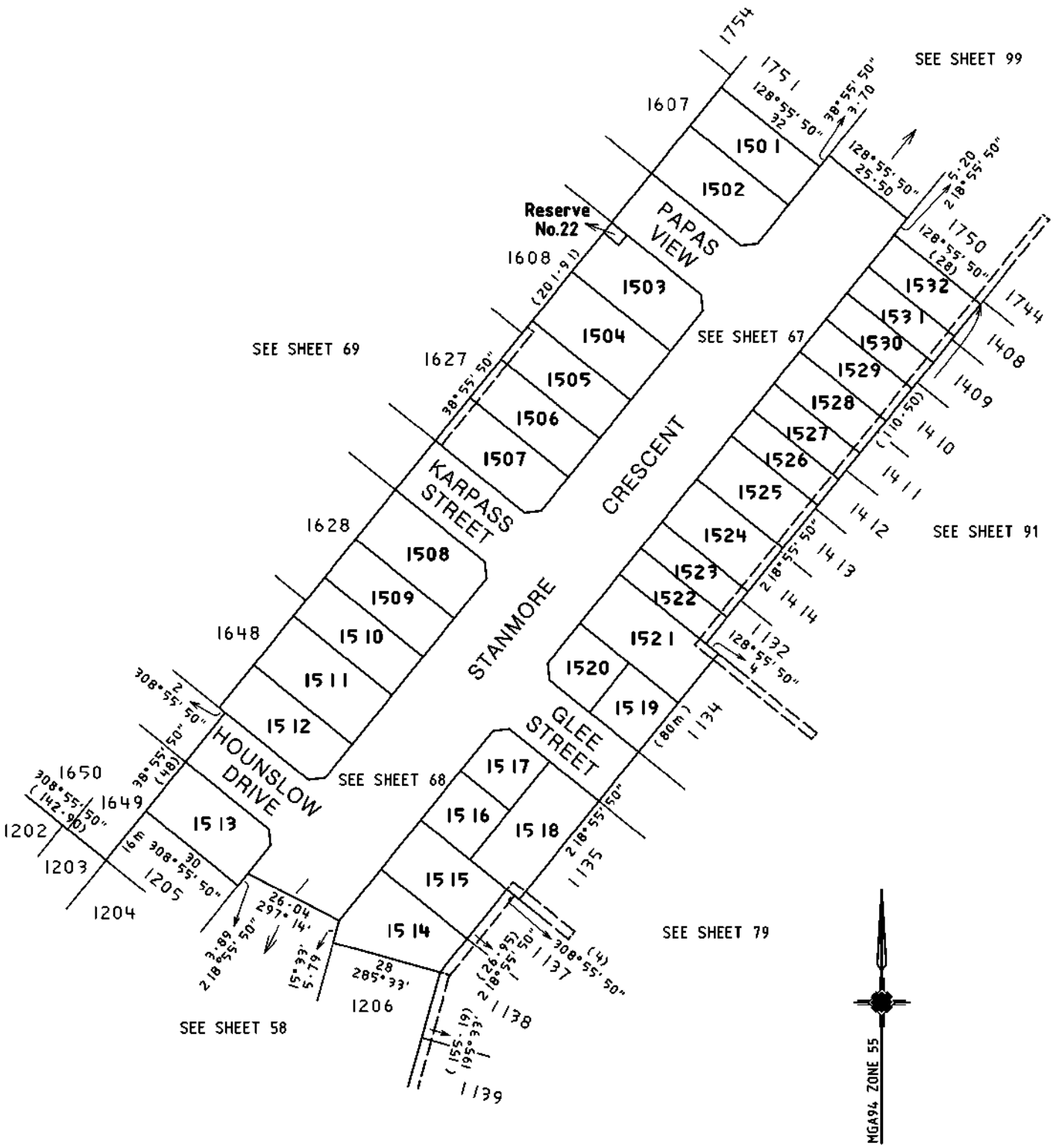
Plan Number
PS 724513H



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946 SUITE 4, LEVEL 5, 449 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 65
	JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 66 of 144

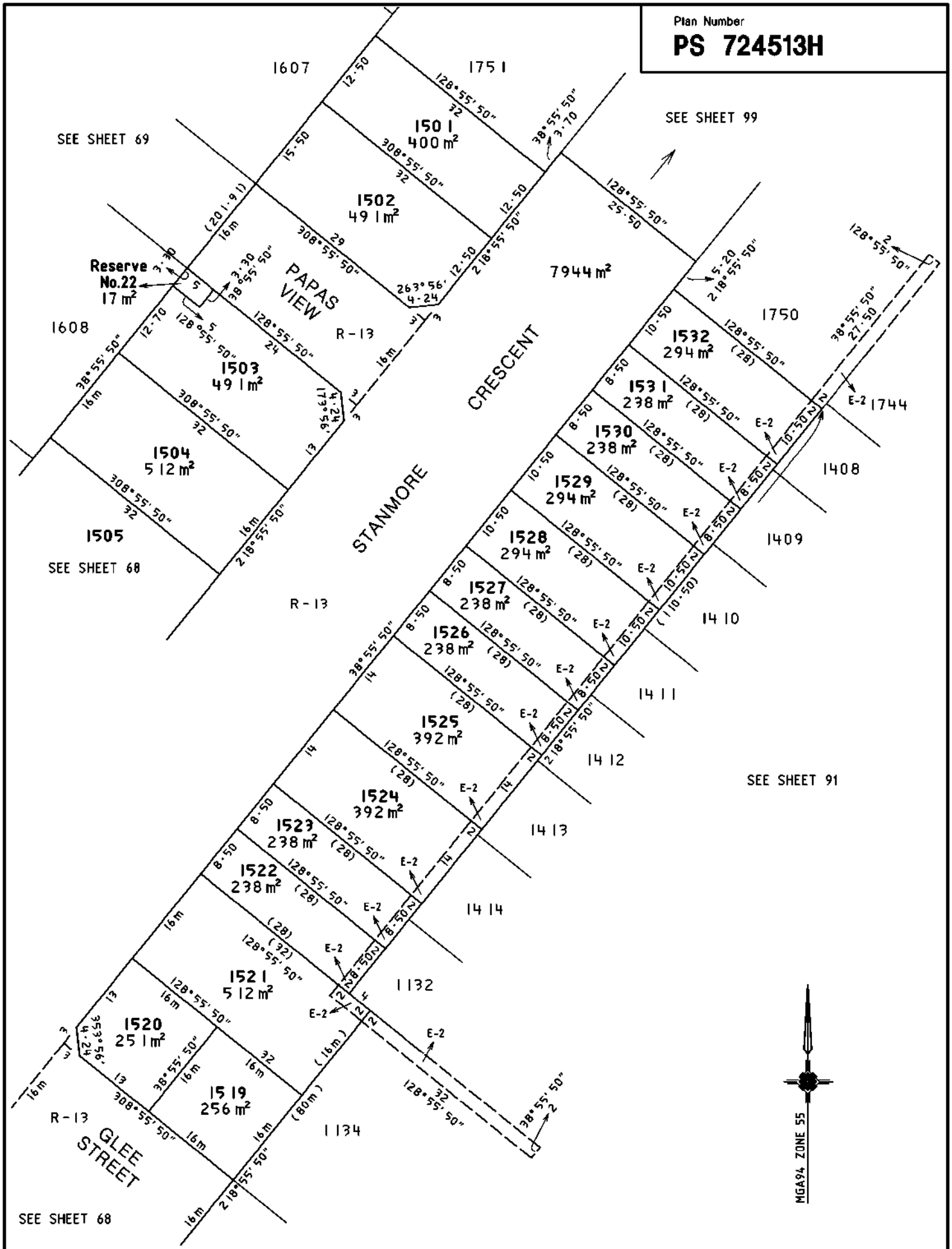
Plan Number
PS 724513H



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:1000	0 10 20 30 40 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 66
	JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 67 of 144

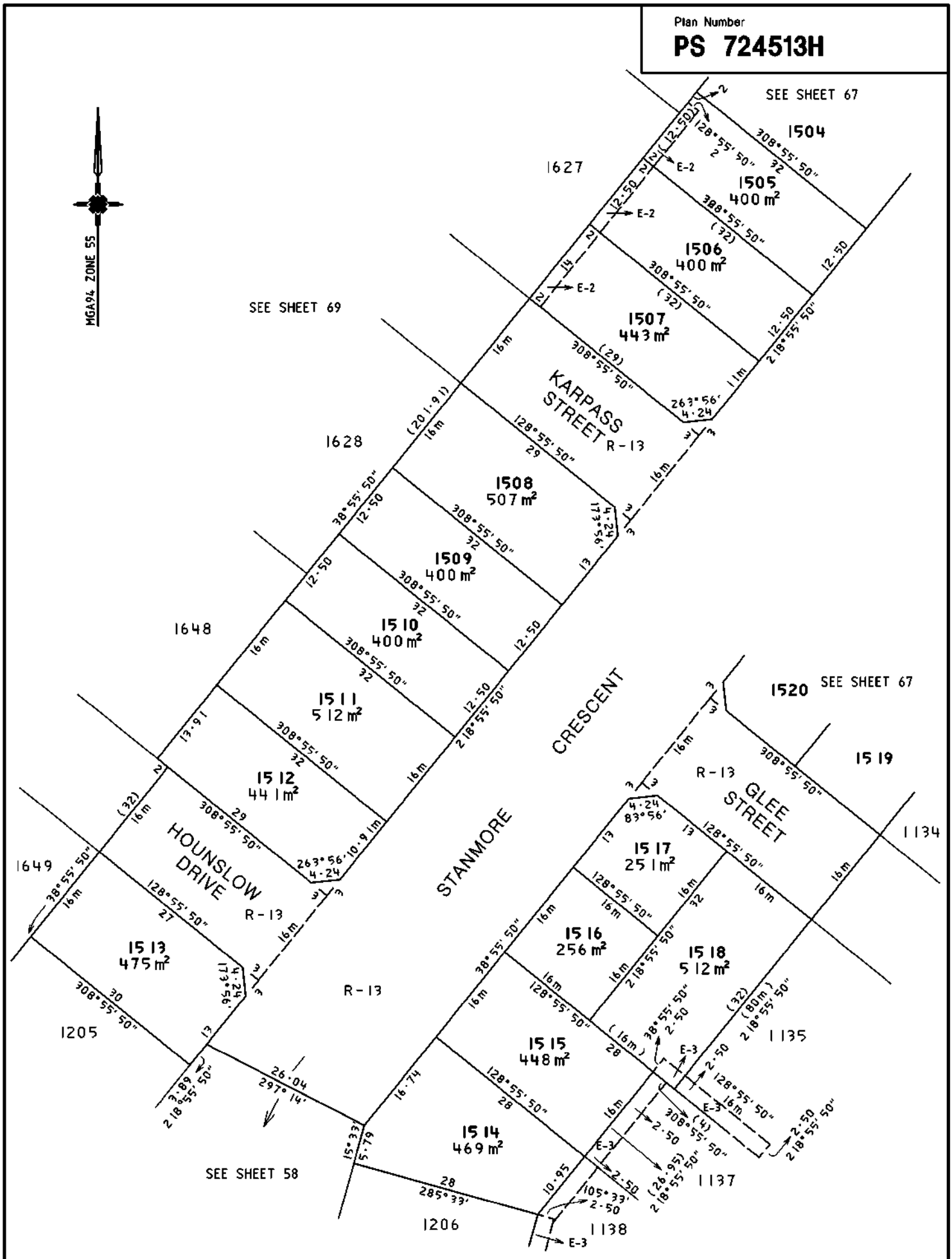
Plan Number
PS 724513H



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 67
	JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 68 of 144

Plan Number
PS 724513H



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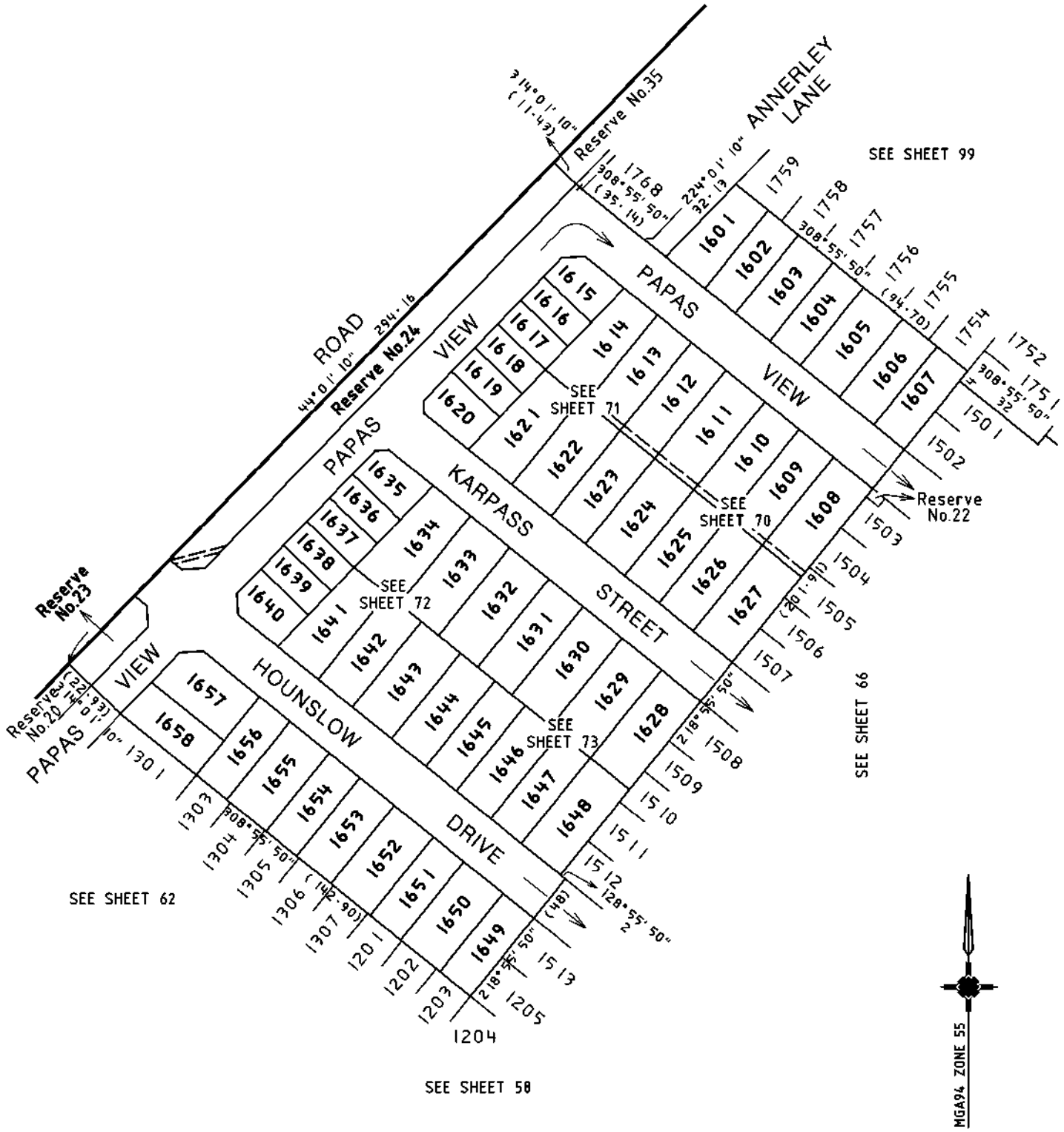
	JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 69 of 144

Plan Number

PS 724513H



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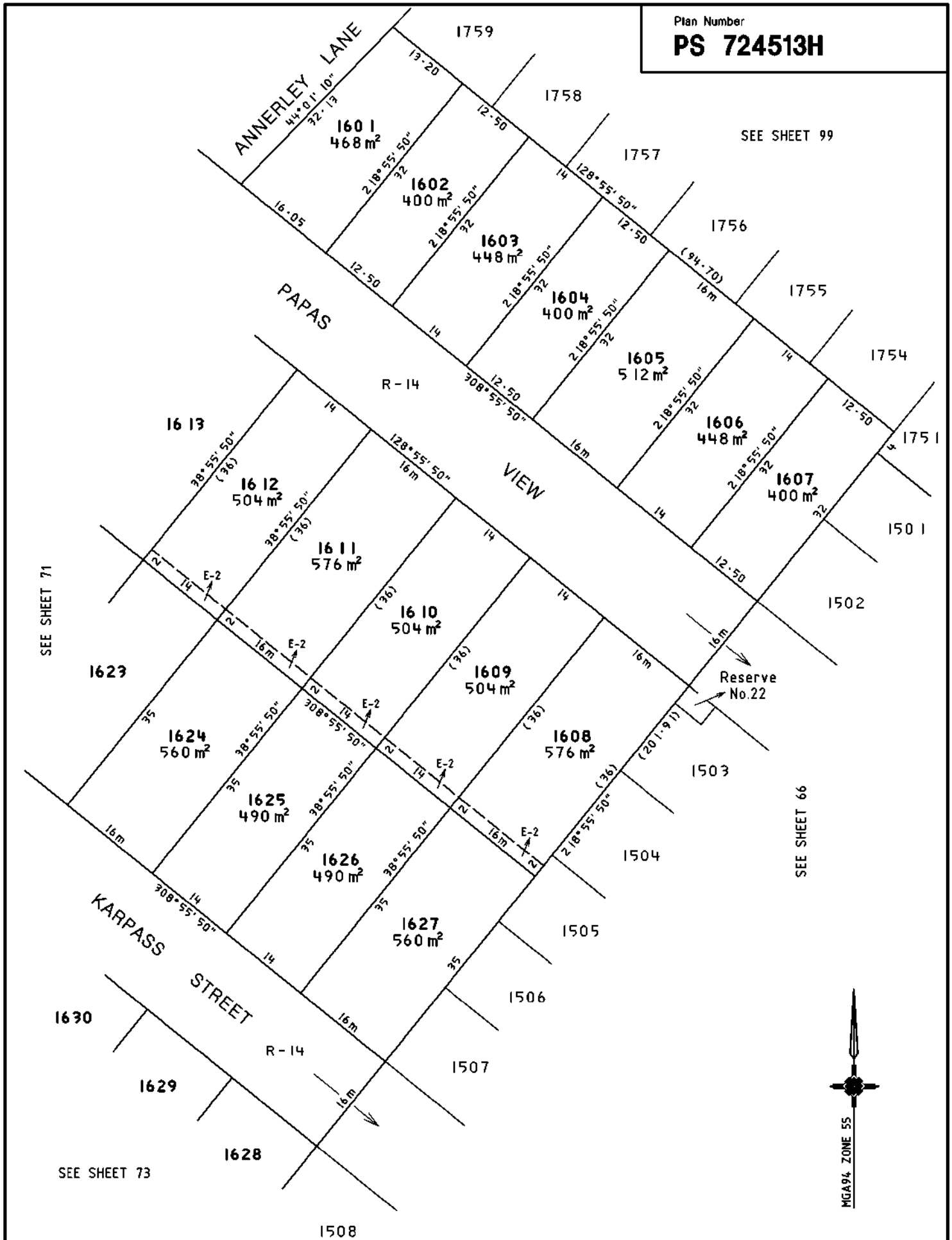
	JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 70 of 144

Plan Number
PS 724513H



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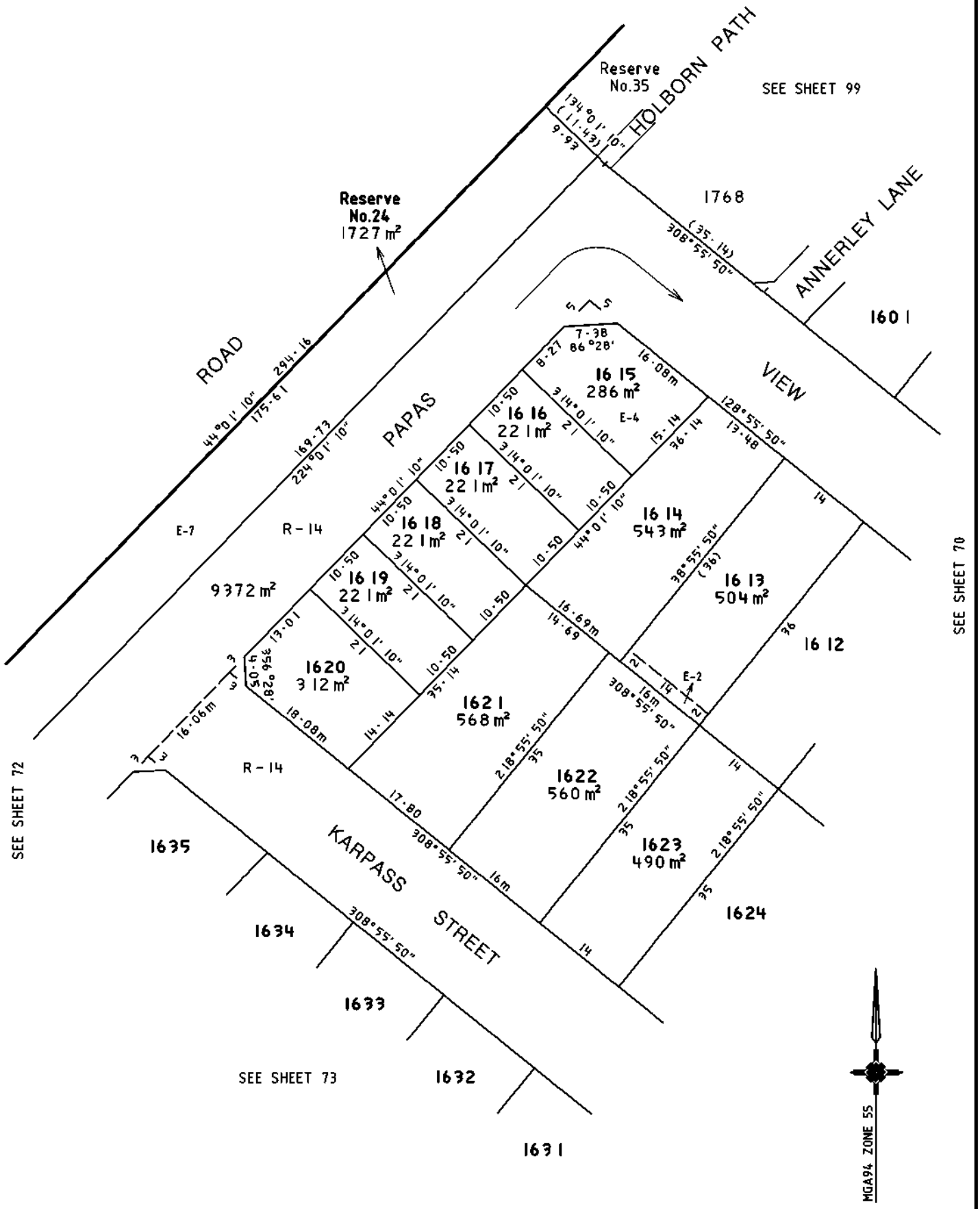
	JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 71 of 144

Plan Number
PS 724513H



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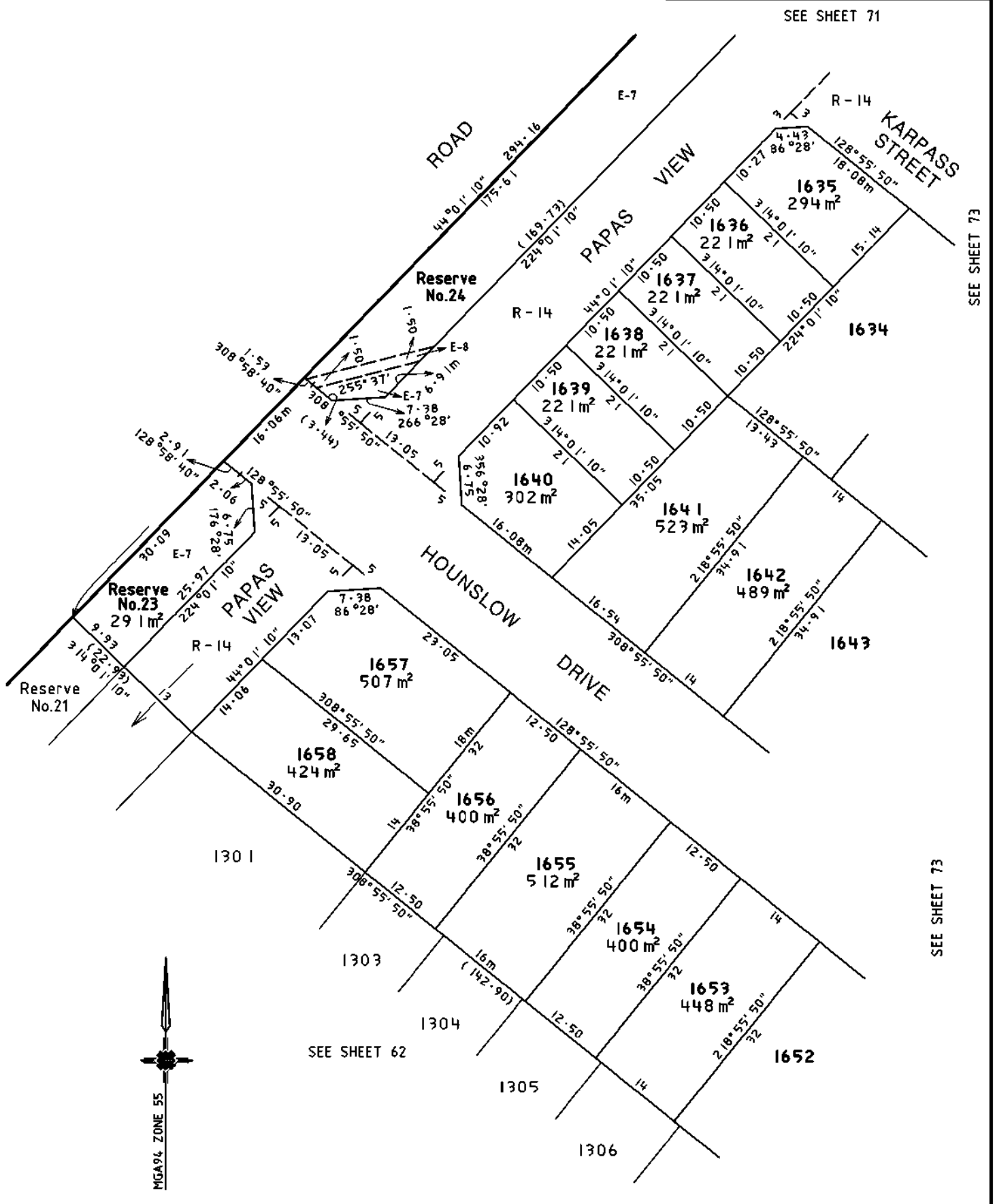
	JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 72 of 144

Plan Number

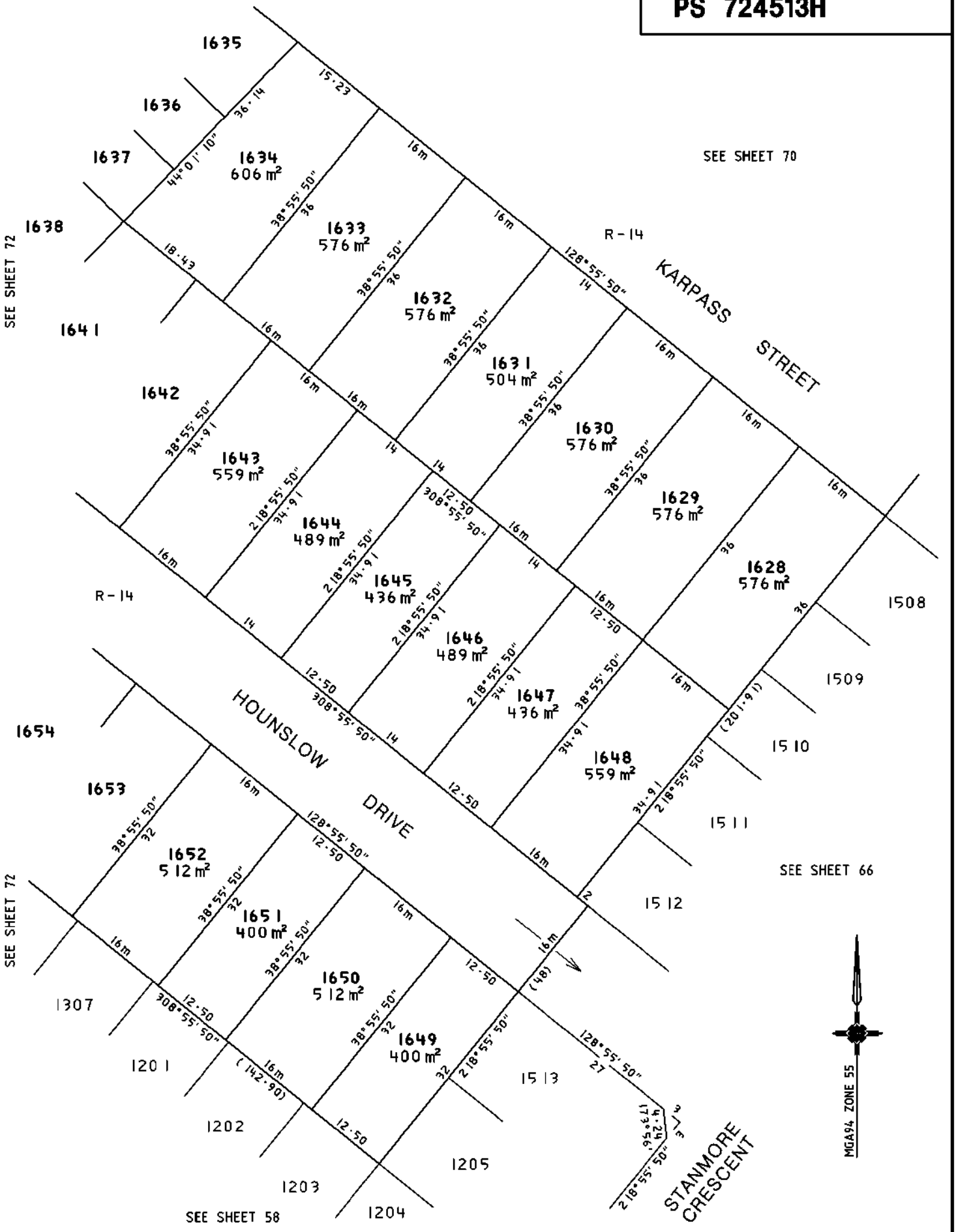
PS 724513H



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 72
	JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 73 of 144

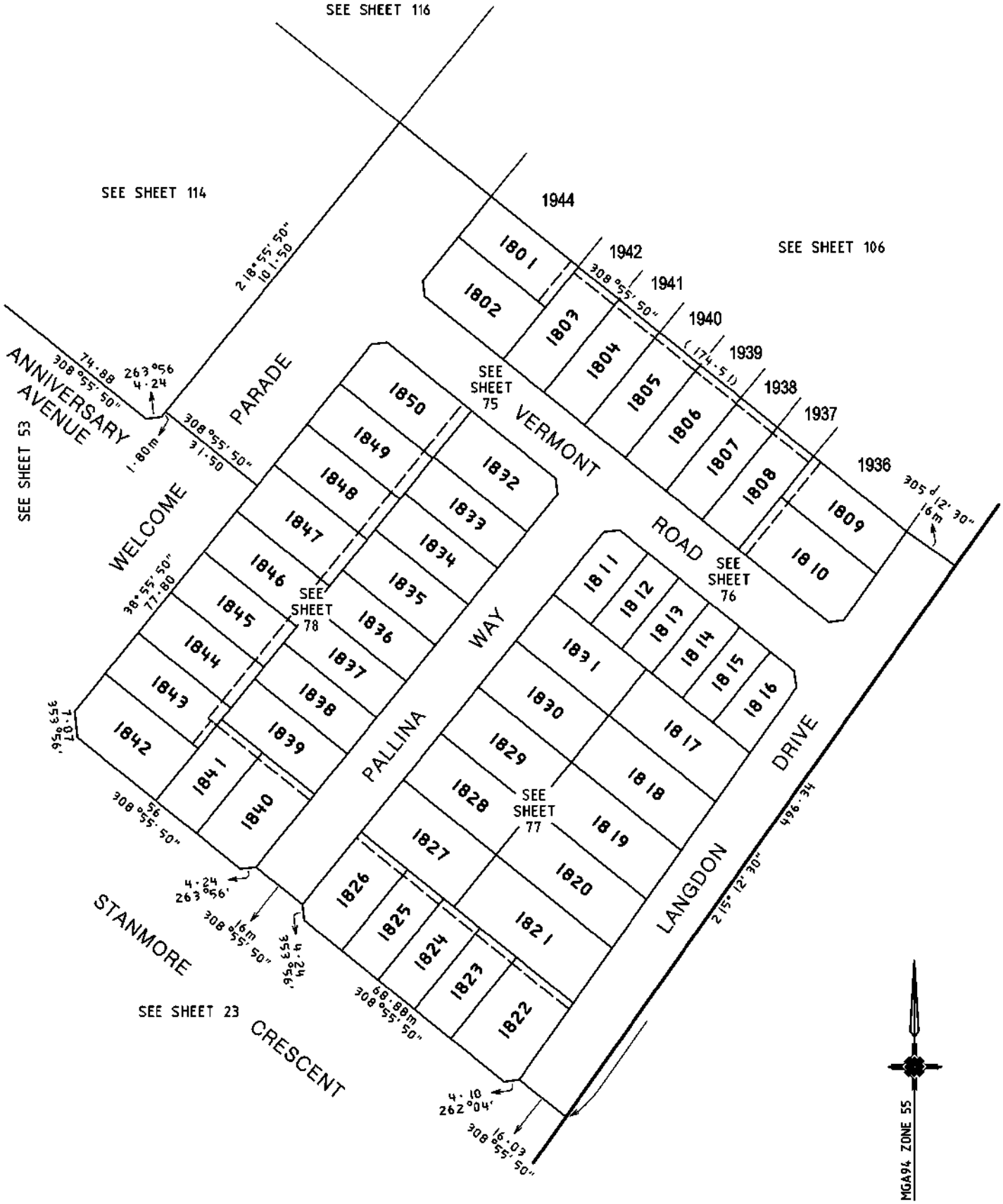
Plan Number
PS 724513H



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 73
	JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 74 of 144

Plan Number
PS 724513H



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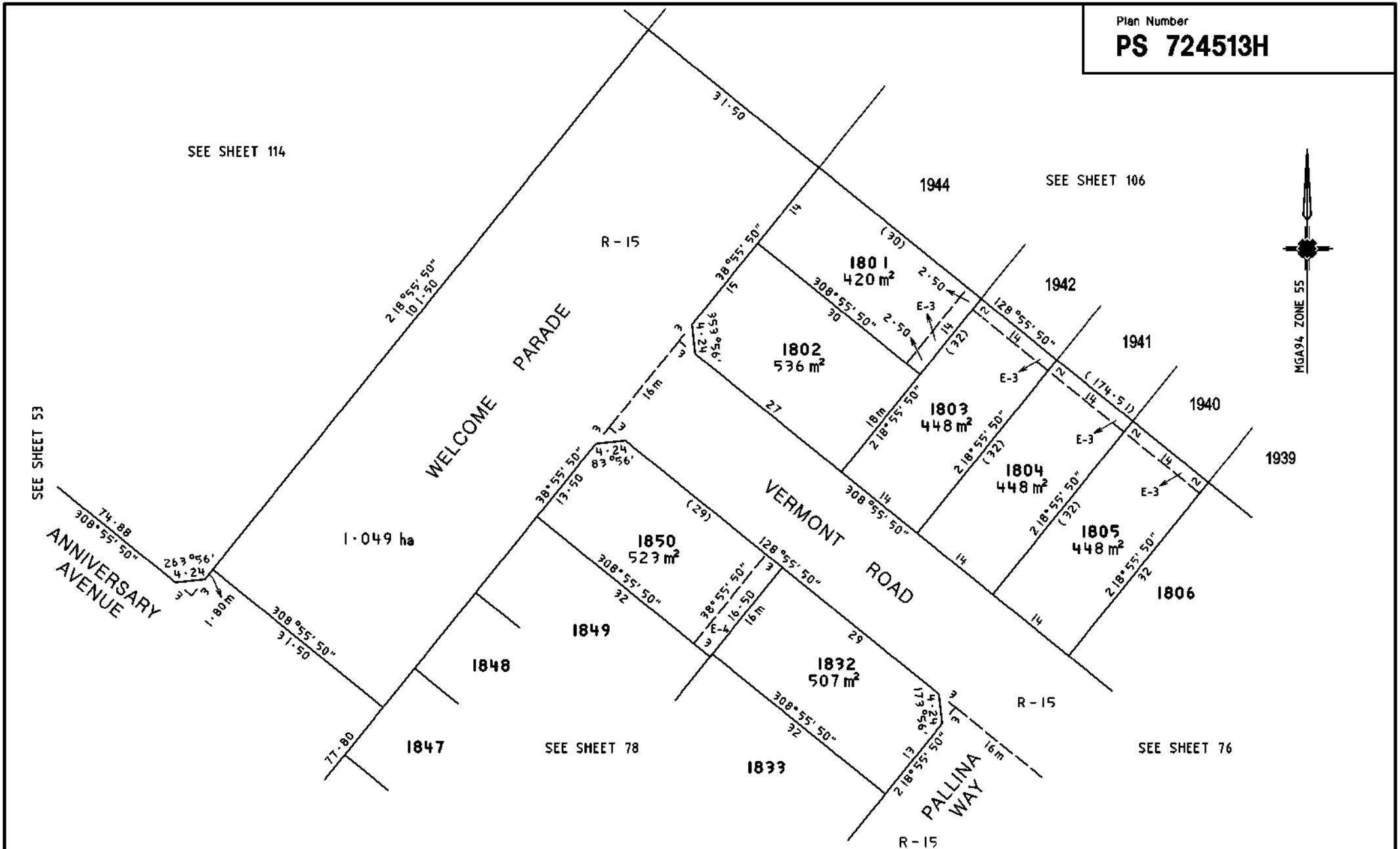
	JONATHAN TREVOR NEATE, VERSION			

Plan Number

PS 724513H



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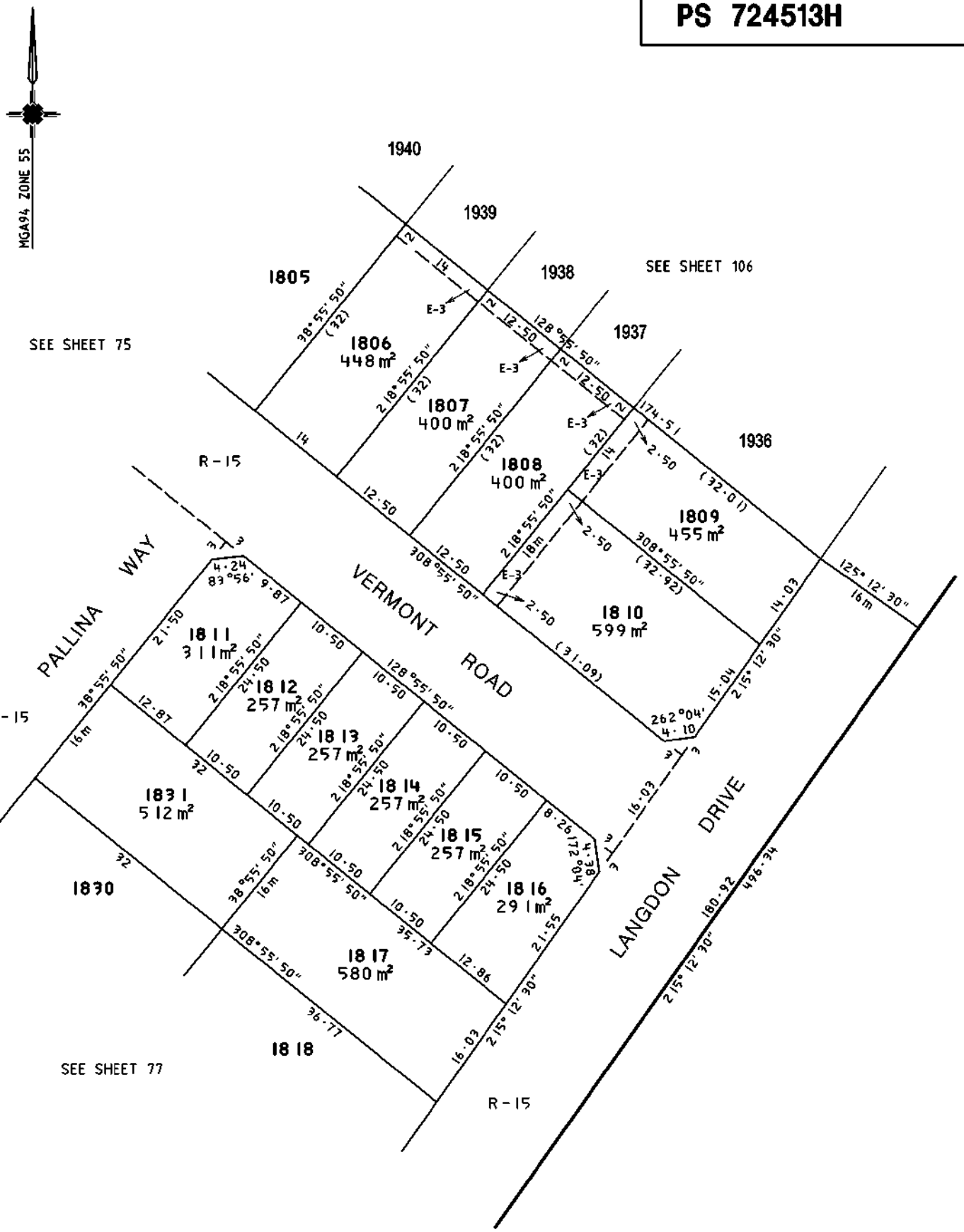
		JONATHAN TREVOR NEATE, VERSION		

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 75 of 144

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 76 of 144

Plan Number
PS 724513H



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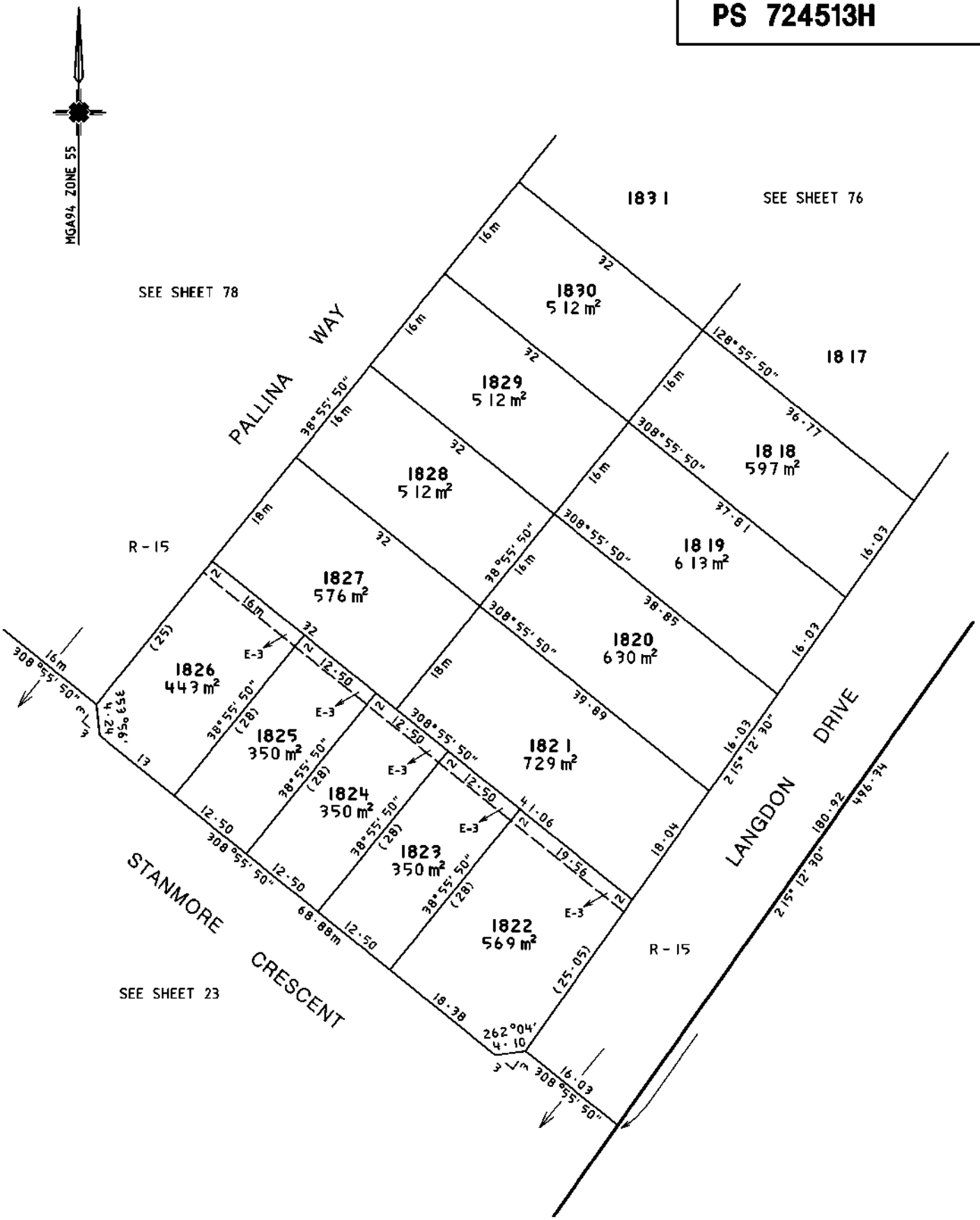
	JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 77 of 144

Plan Number
PS 724513H



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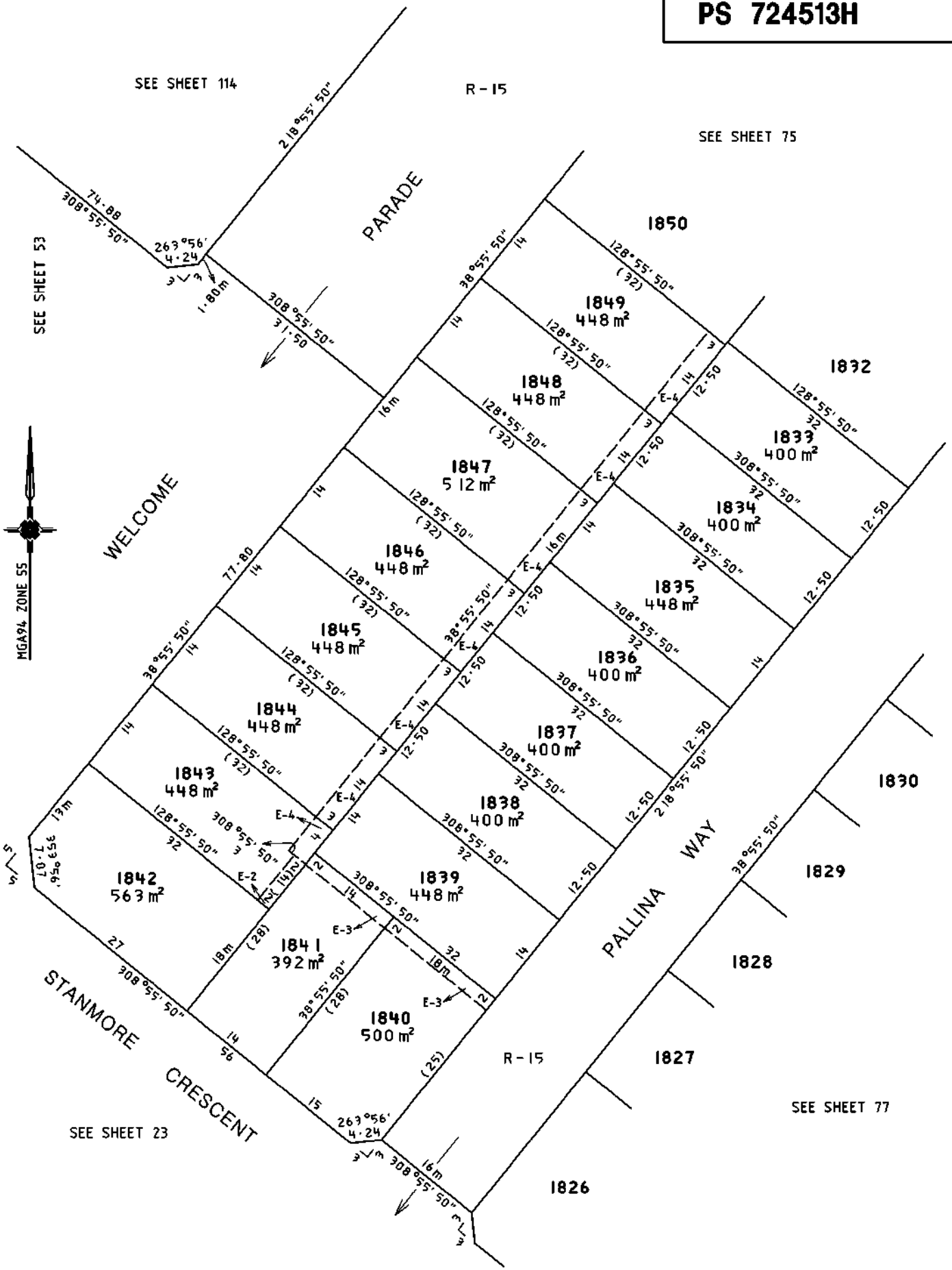
	JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 78 of 144

Plan Number
PS 724513H



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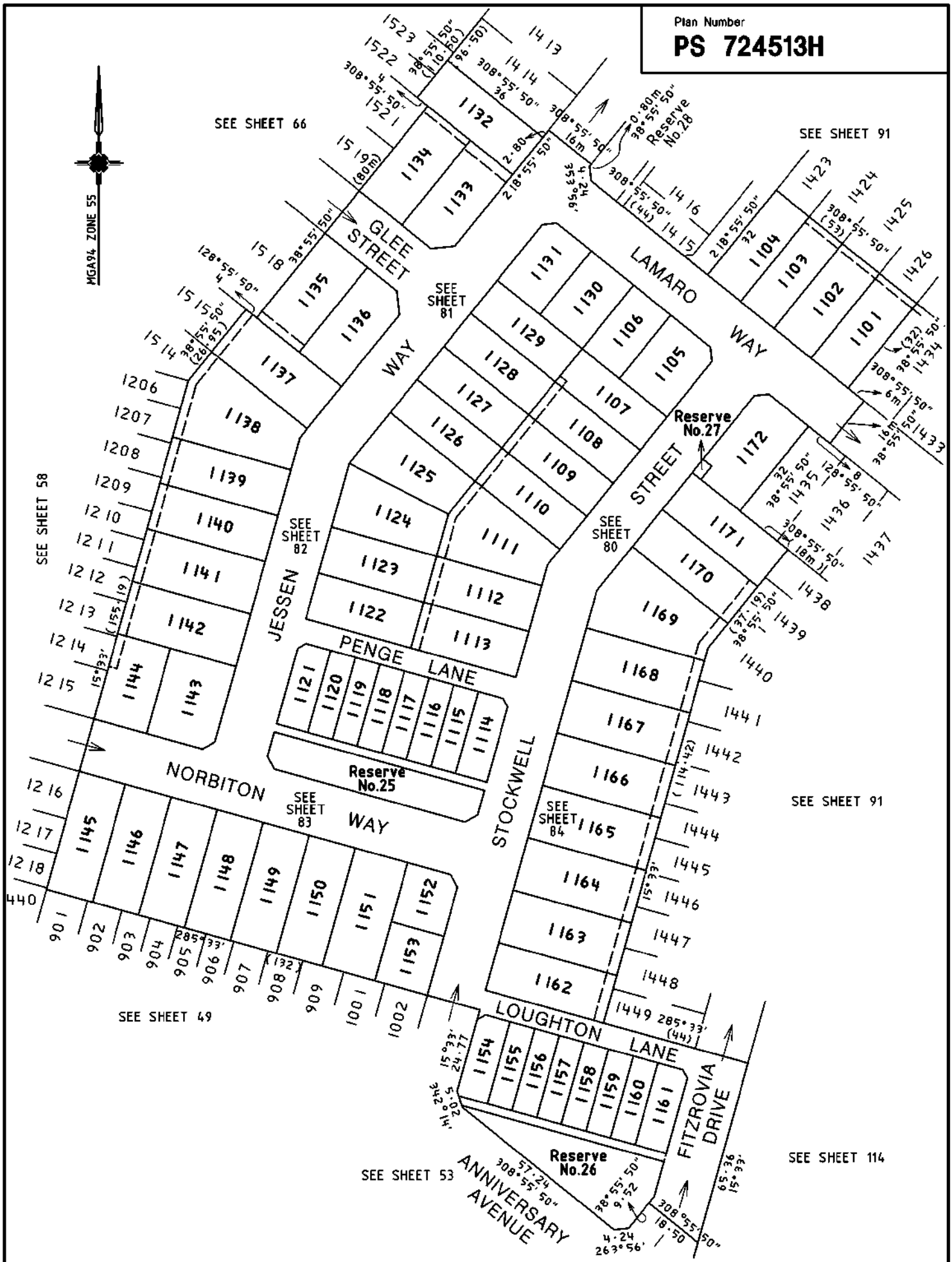
	JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 79 of 144

Plan Number
PS 724513H



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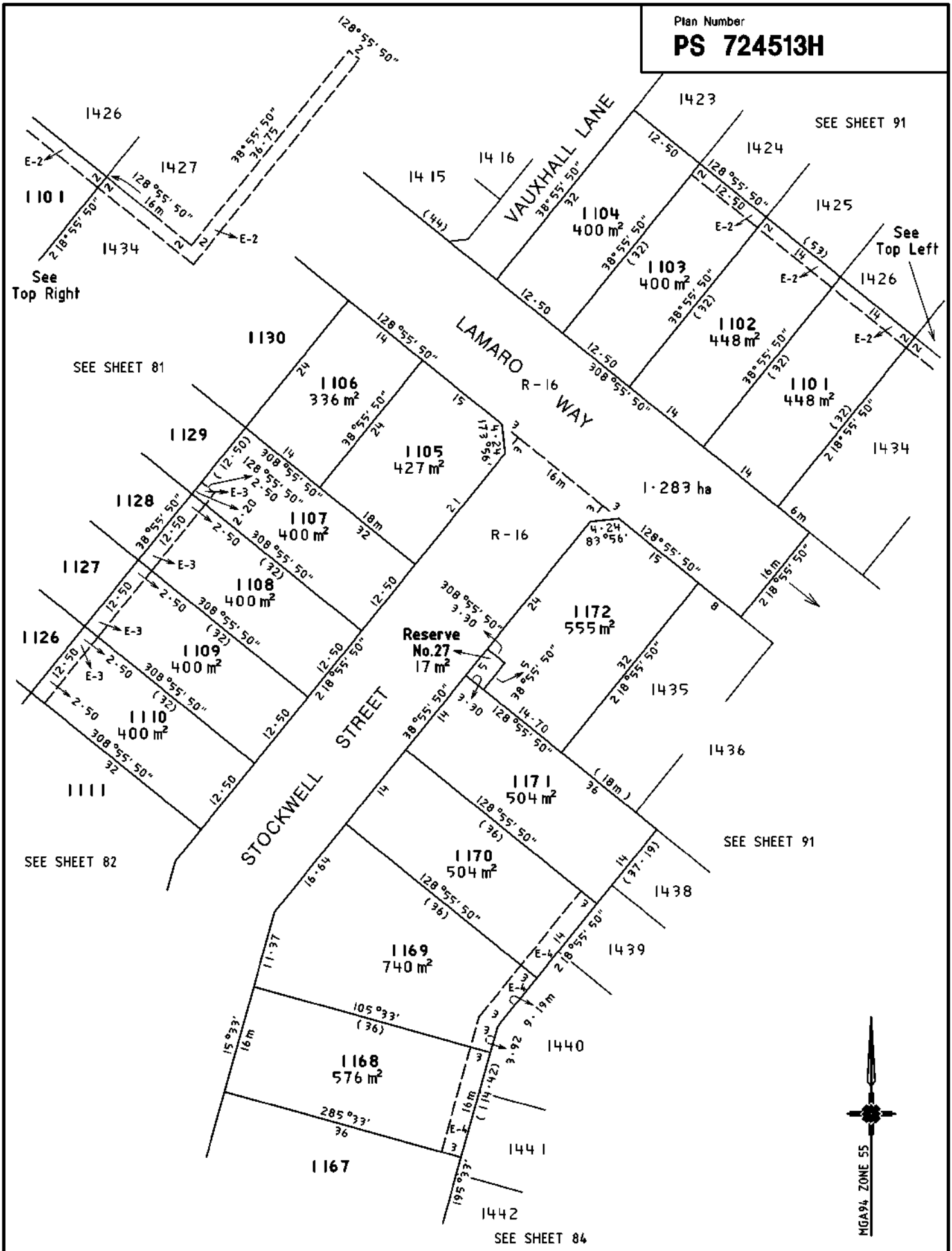
	JONATHAN TREVOR NEATE, VERSION		

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 80 of 144

Plan Number

PS 724513H



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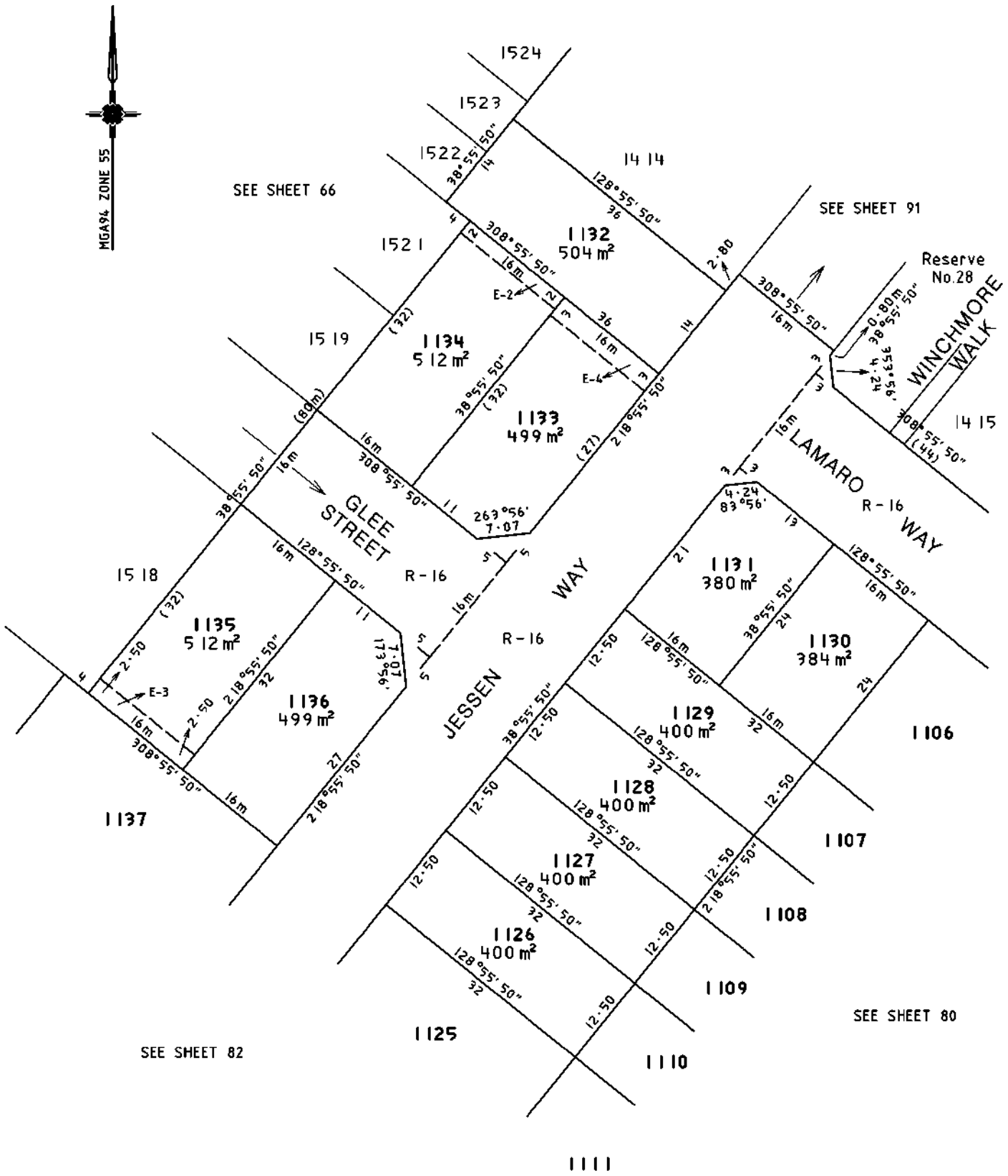
	JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 81 of 144

Plan Number
PS 724513H



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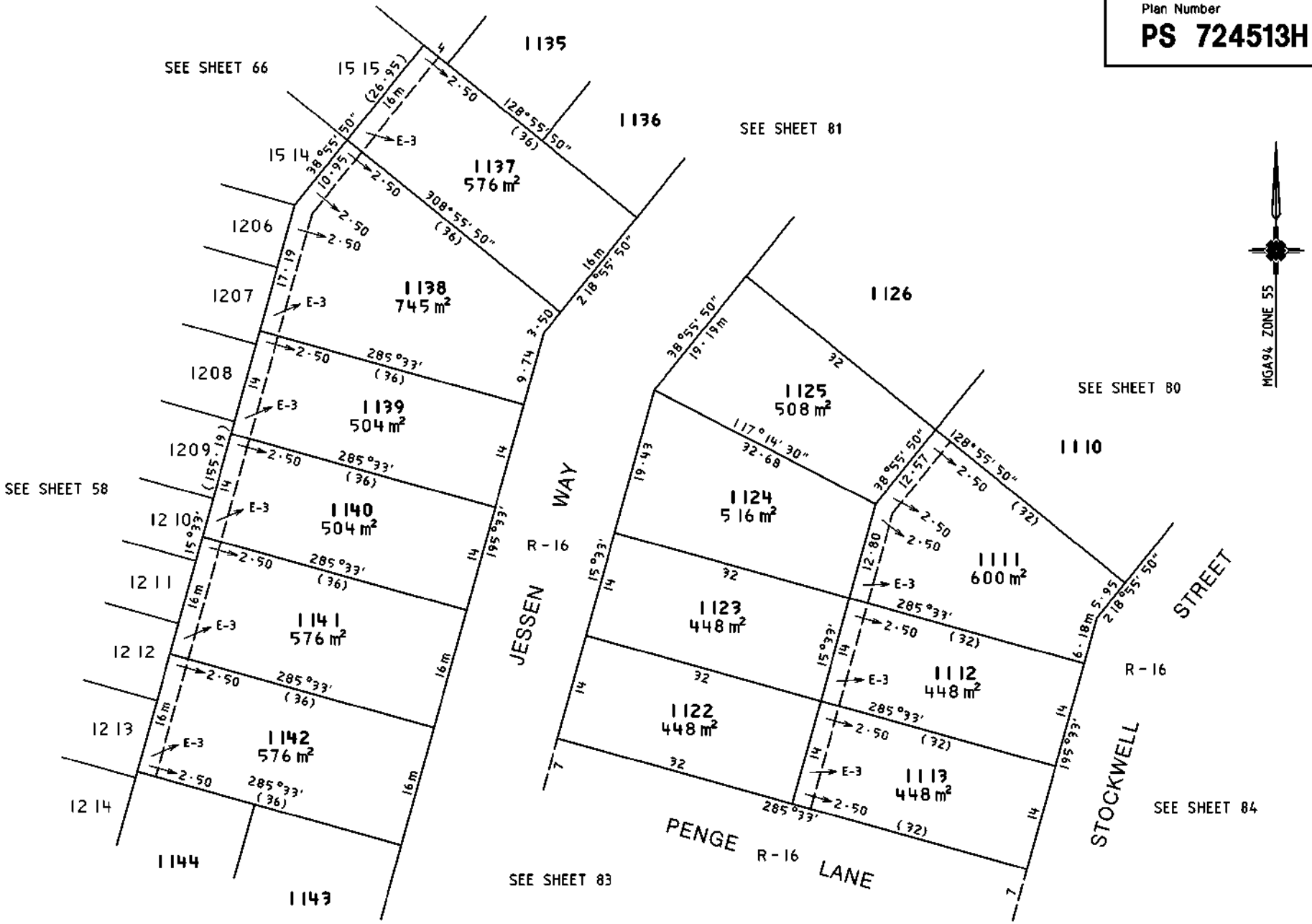
	JONATHAN TREVOR NEATE, VERSION			

Plan Number
PS 724513H



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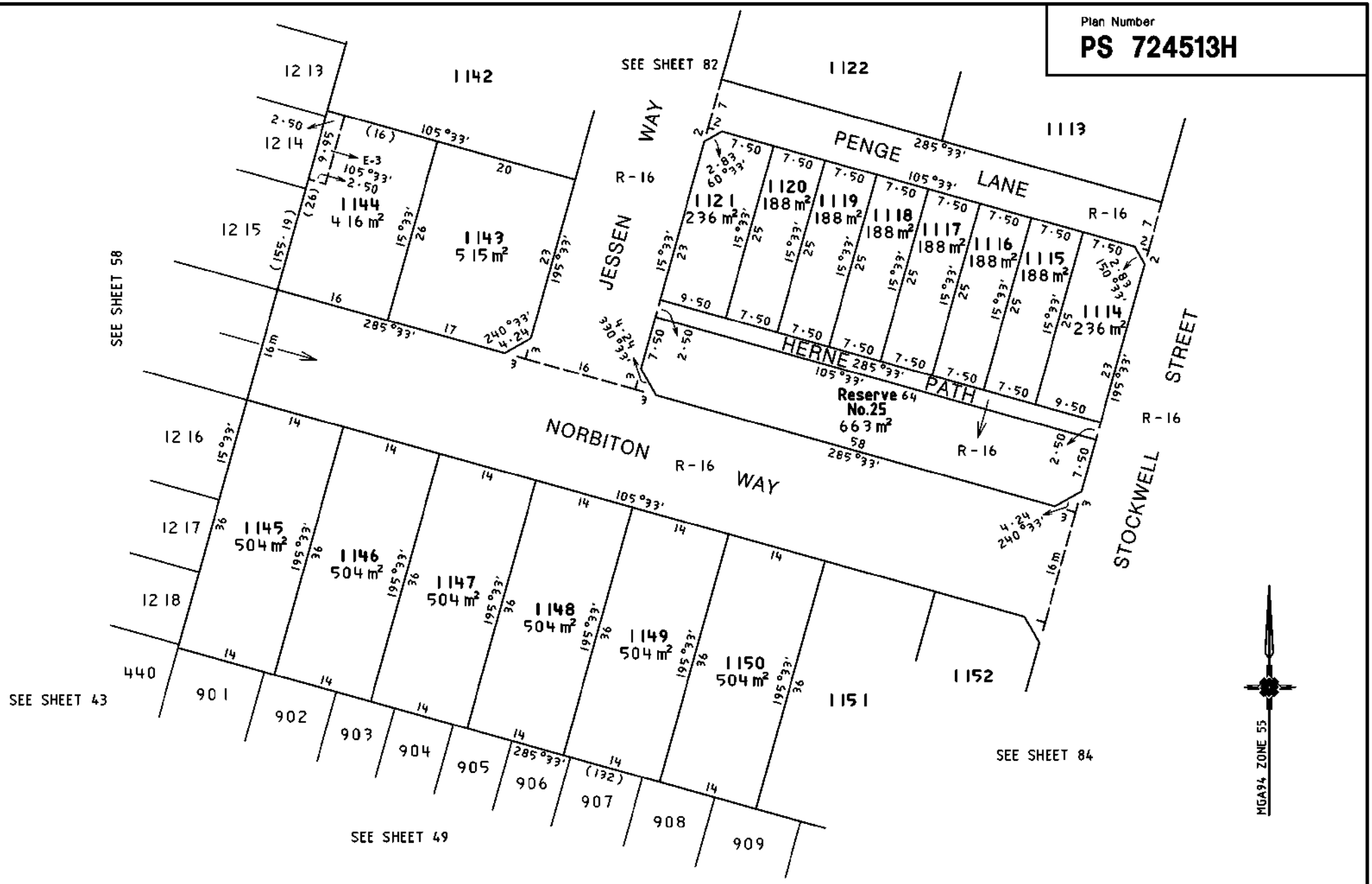
		JONATHAN TREVOR NEATE, VERSION		

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 82 of 144

Plan Number

PS 724513H



WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
6 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
SUITE 4, LEVEL 6, 448 ST KILDA RD, MELBOURNE PH.(03) 9866 0300

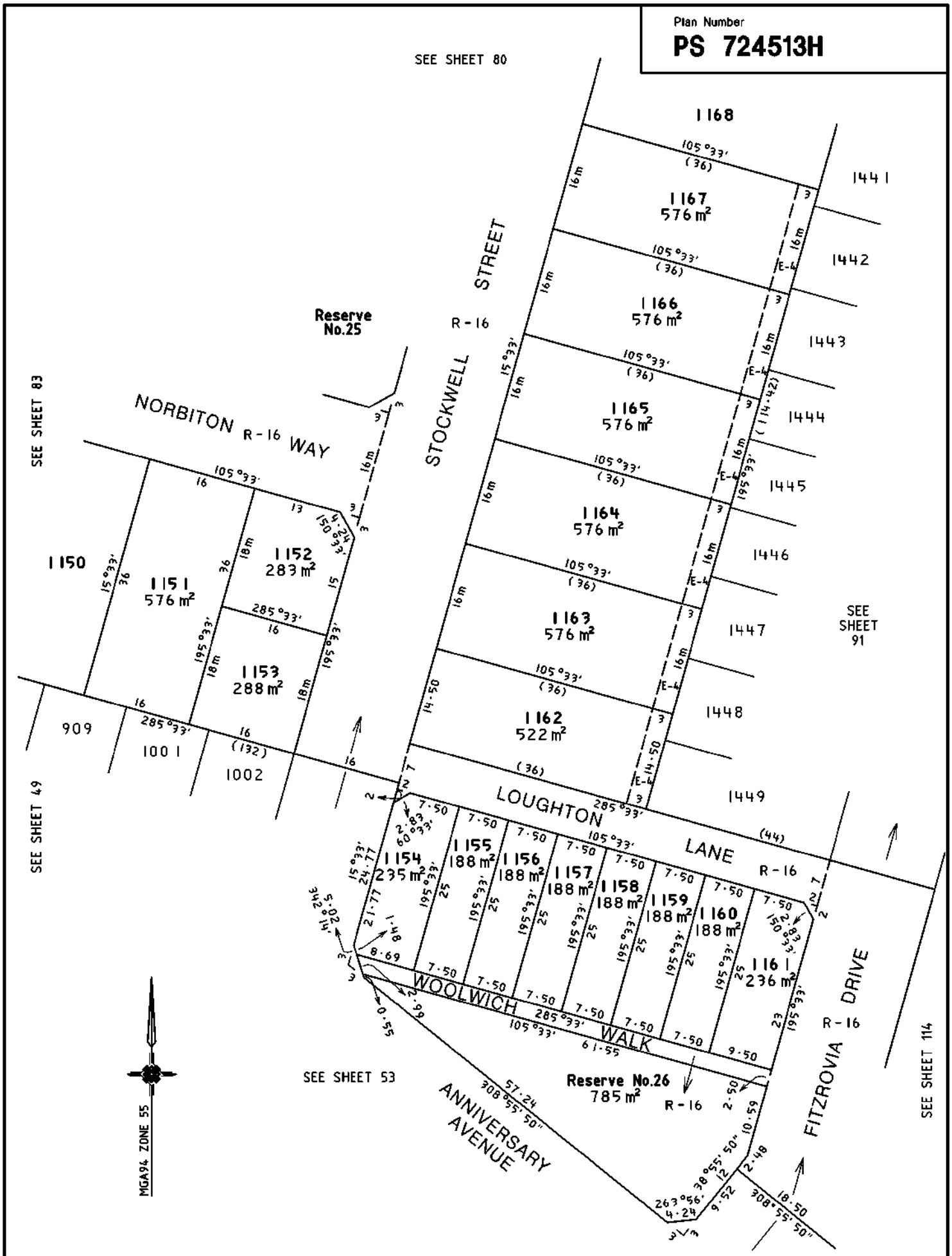
SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 83

JONATHAN TREVOR NEATE, VERSION

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 83 of 144

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 84 of 144

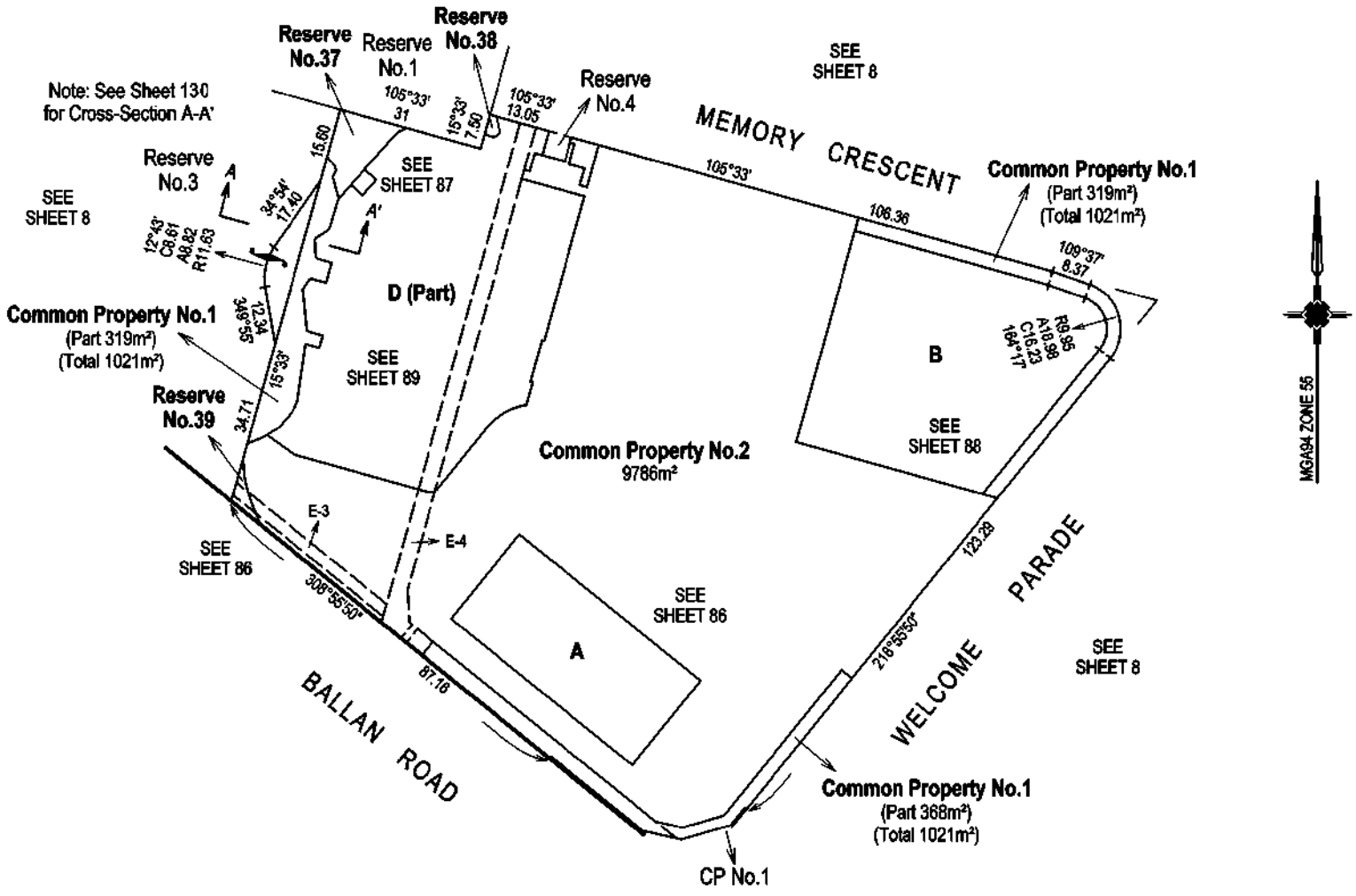
Plan Number
PS 724513H



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 84
	JONATHAN TREVOR NEATE, VERSION			

Plan Number

PS 724513H

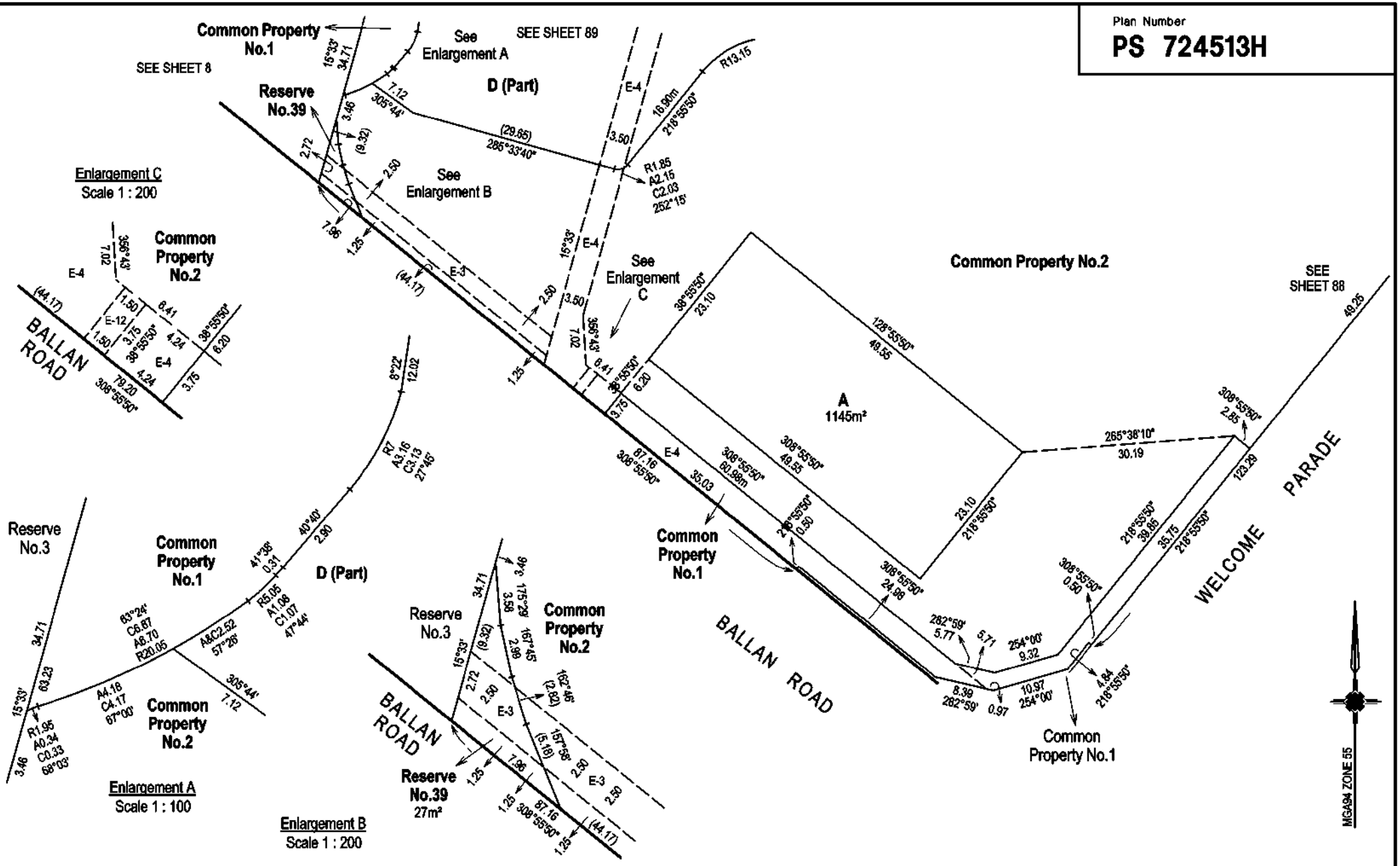


WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 6 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9866 0300		SCALE 1:1000	0 10 20 30 40 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 85
		JONATHAN TREVOR NEATE, VERSION		

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 85 of 144

Plan Number

PS 724513H



WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
6 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9866 0300

SCALE 1 : 500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 86
JONATHAN TREVOR NEATE, VERSION			

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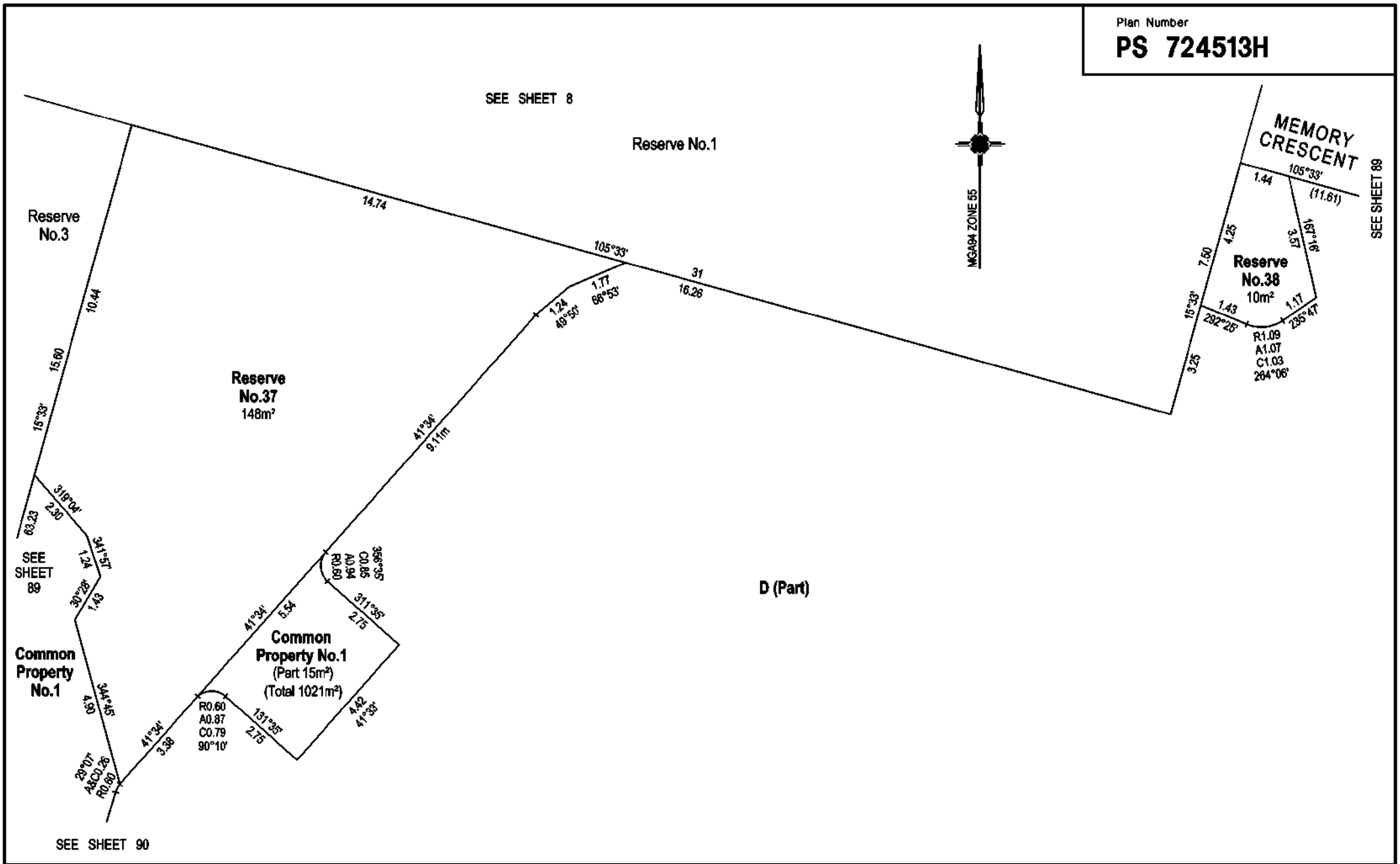
Plan Number

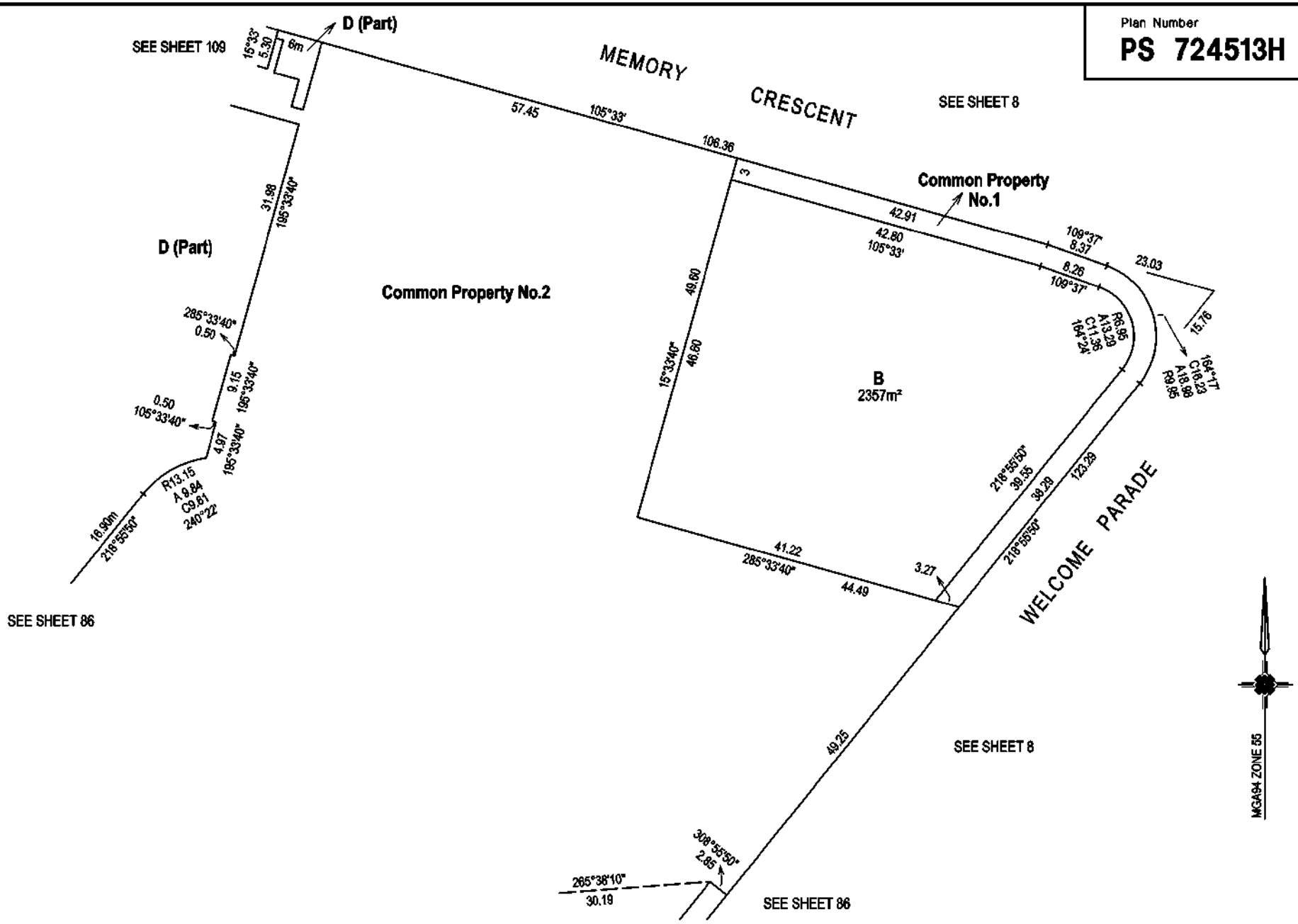
PS 724513H



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 6 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9866 0300		SCALE 1 : 100	0 1 2 3 4 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 87
		JONATHAN TREVOR NEATE, VERSION		

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 87 of 144

Plan Number
PS 724513H



WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644,
FAX (03) 5975 3916
SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE
PH.(03) 9866 0300

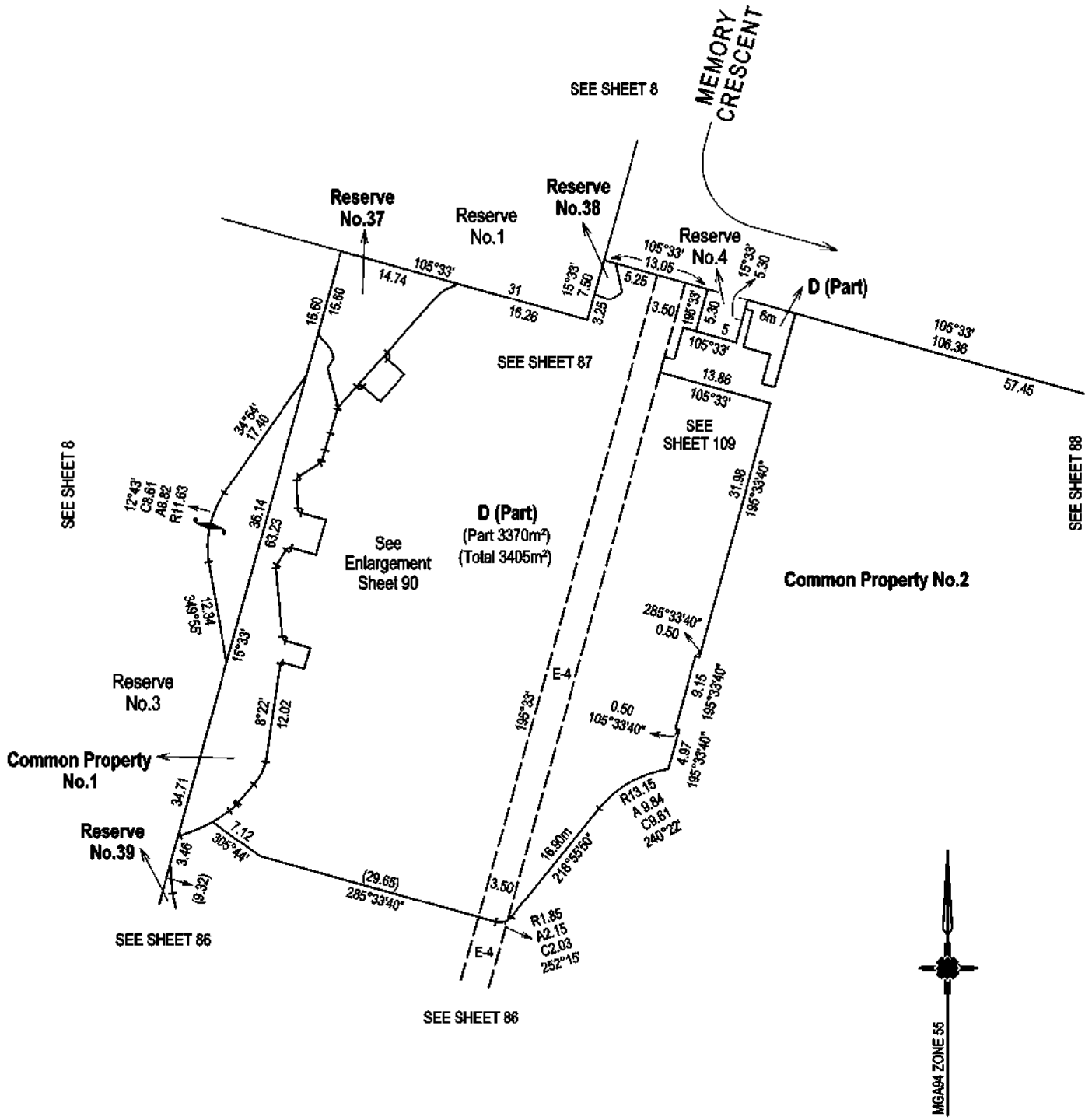
SCALE 1 : 500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 88
JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 88 of 144

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 89 of 144

Plan Number

PS 724513H

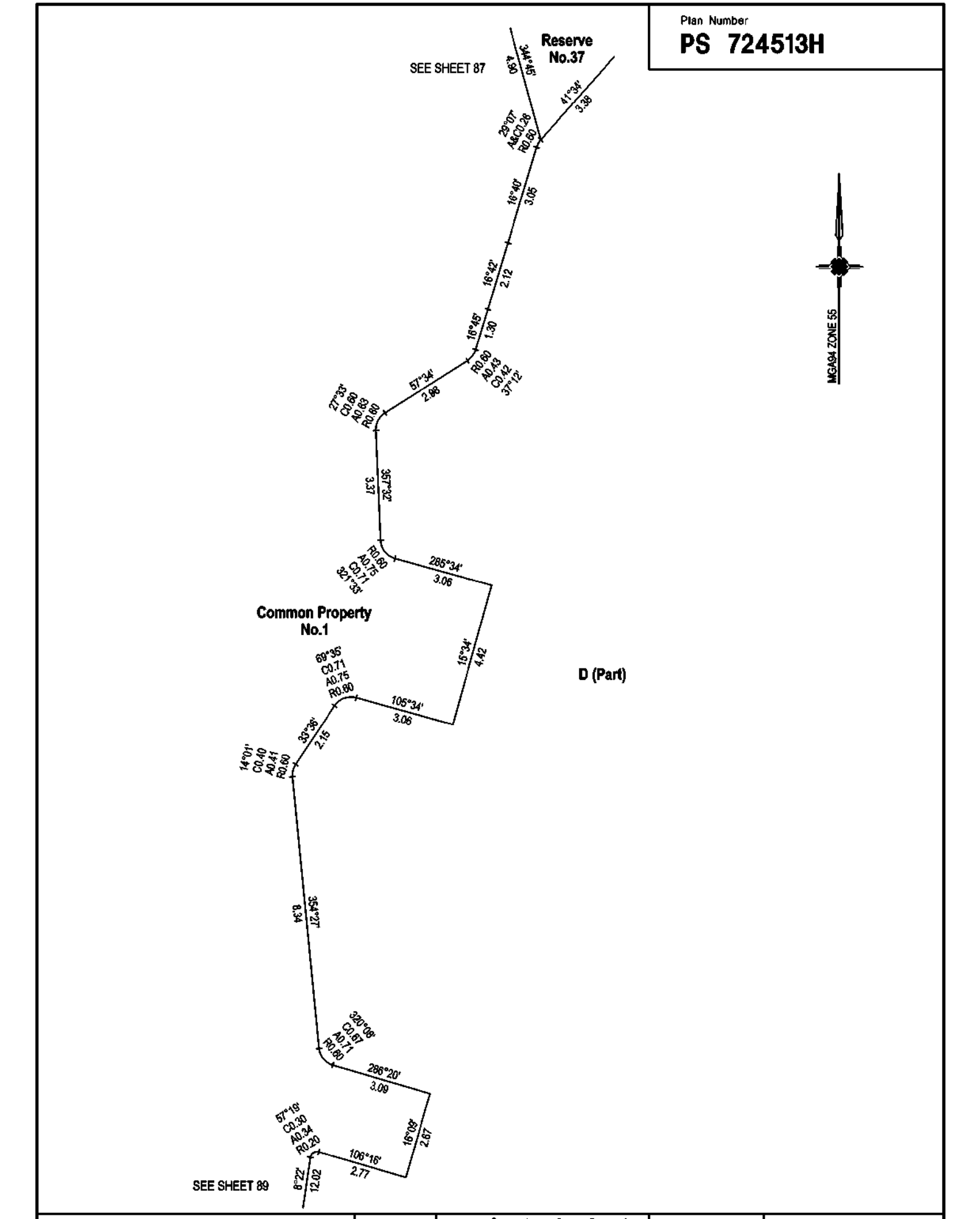


WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1 : 500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 89
	JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 90 of 144

Plan Number

PS 724513H

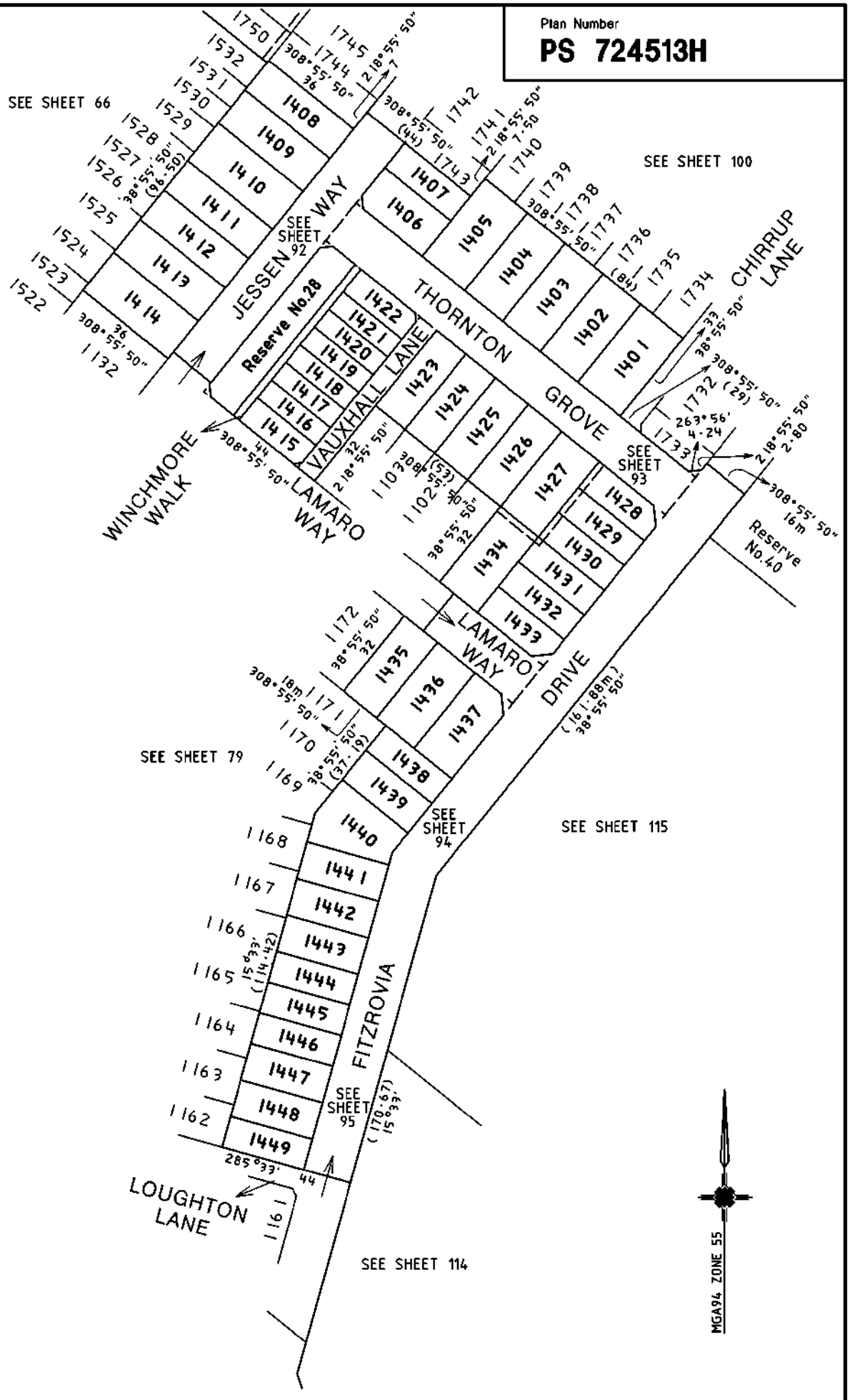


WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:100	0 1 2 3 4 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 90
	JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 91 of 144

Plan Number

PS 724513H

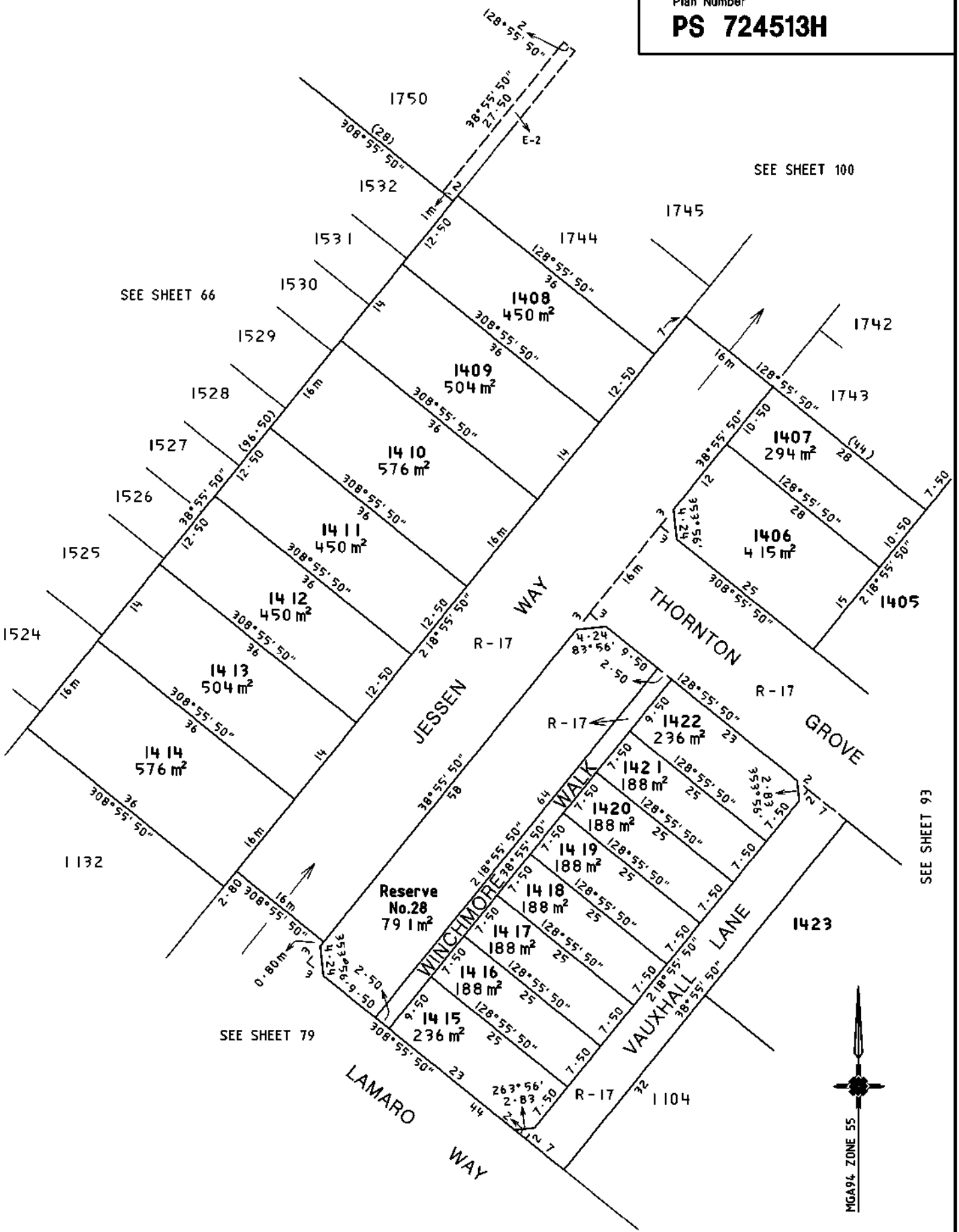


WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946
SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300

SCALE 1:1250	0 12.5 25 37.5 50 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 91
JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 92 of 144

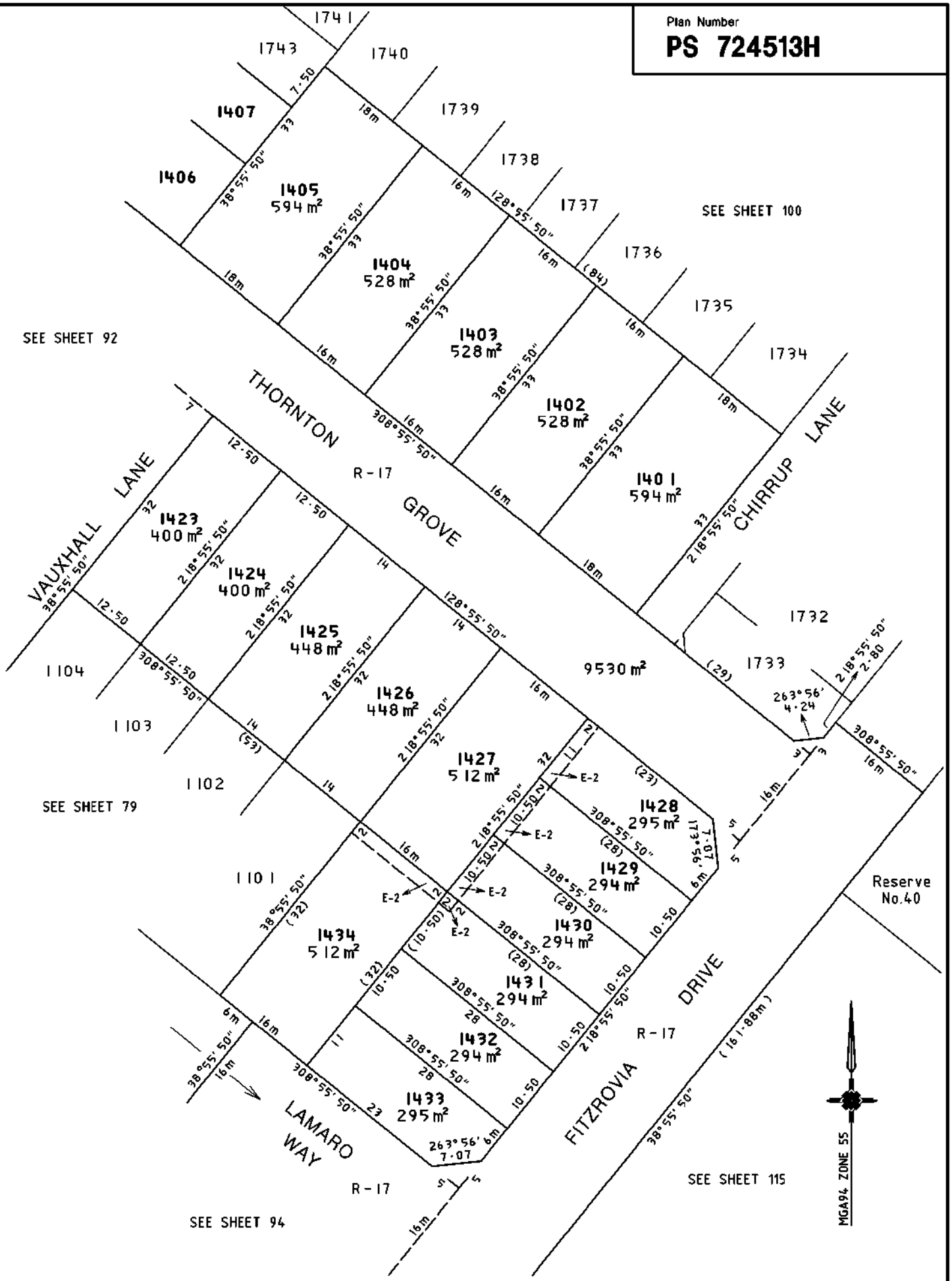
Plan Number
PS 724513H



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 92
	JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 93 of 144

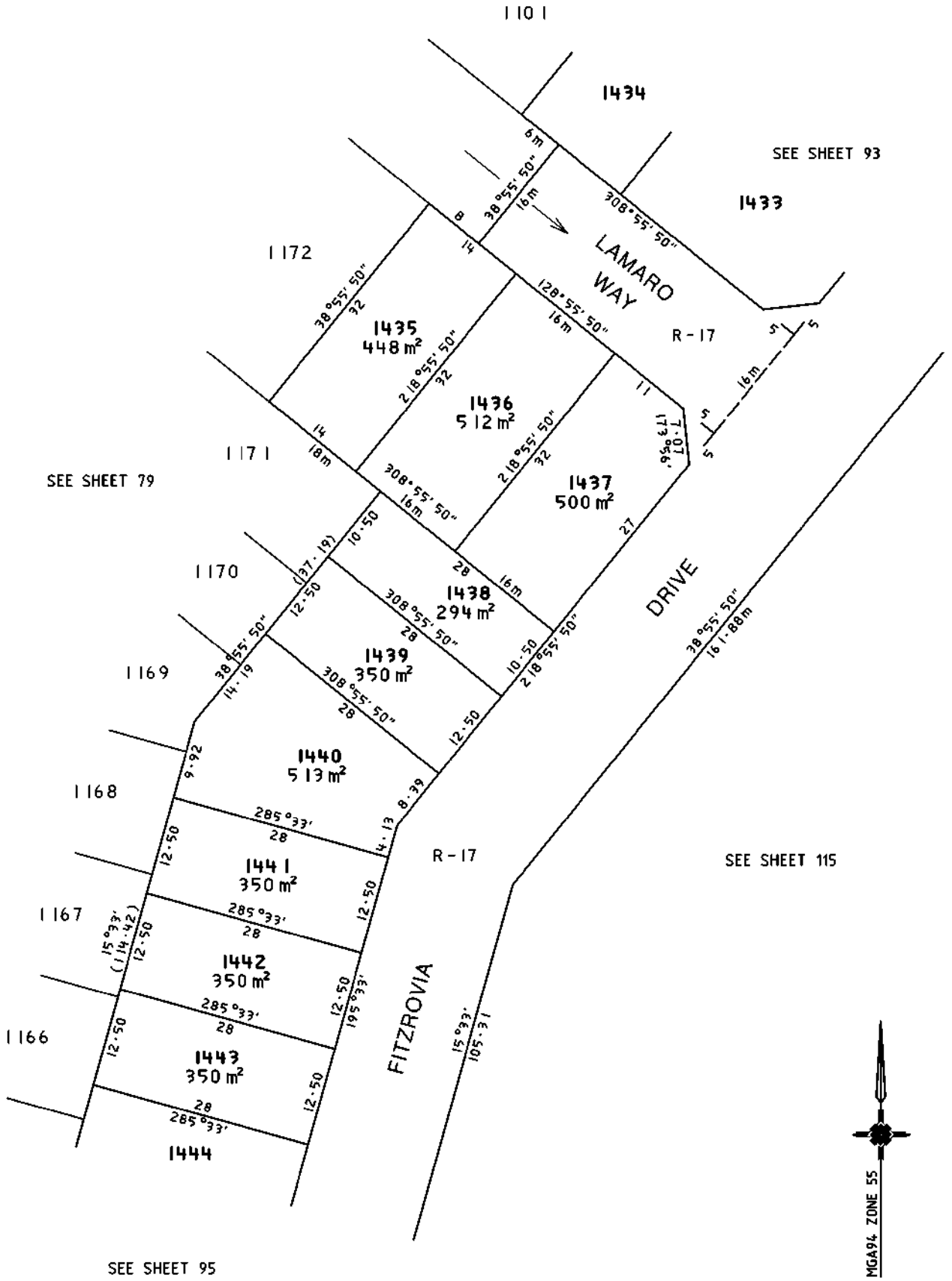
Plan Number
PS 724513H



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 93
	JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 94 of 144

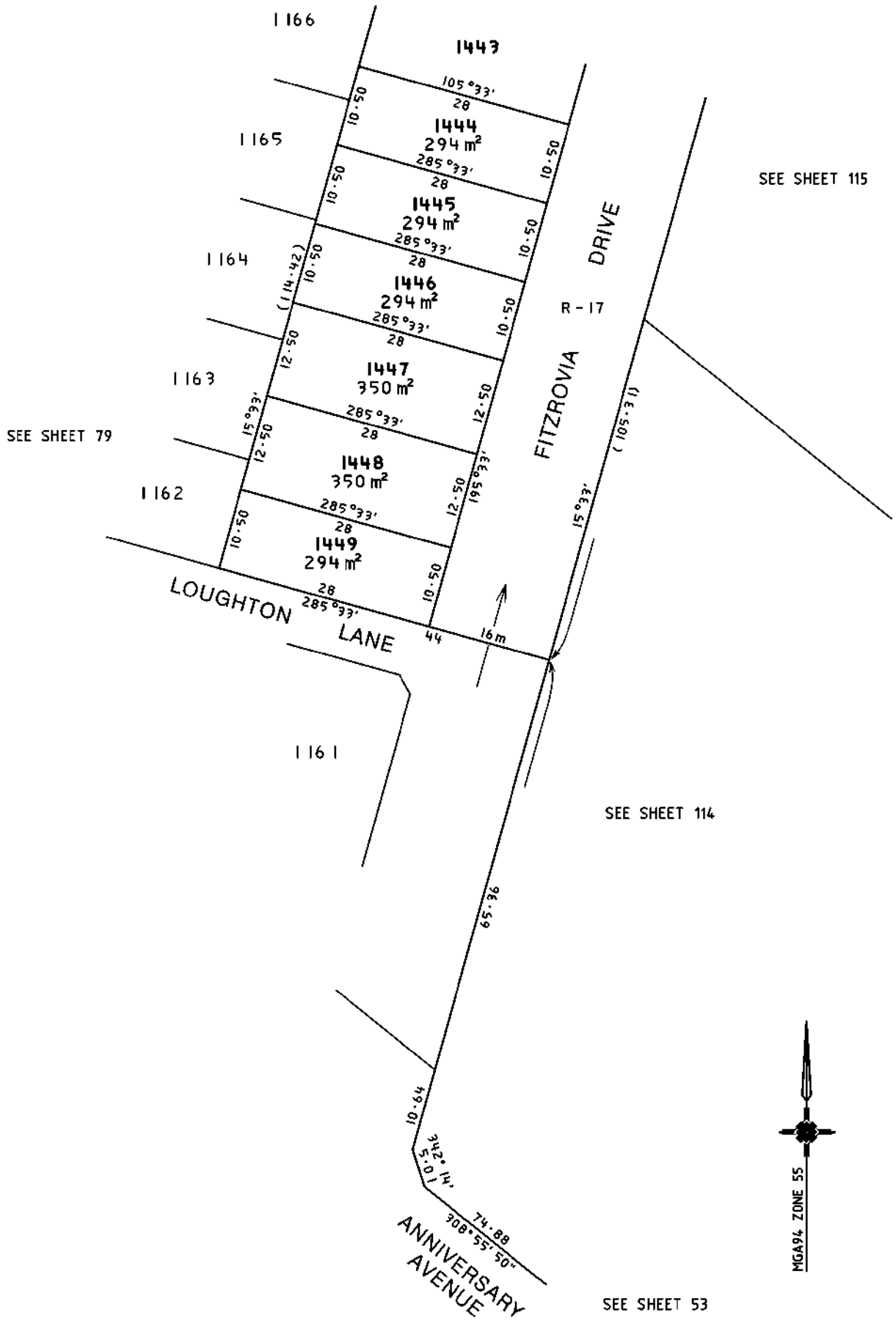
Plan Number
PS 724513H



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 94
	JONATHAN TREVOR NEATE, VERSION			

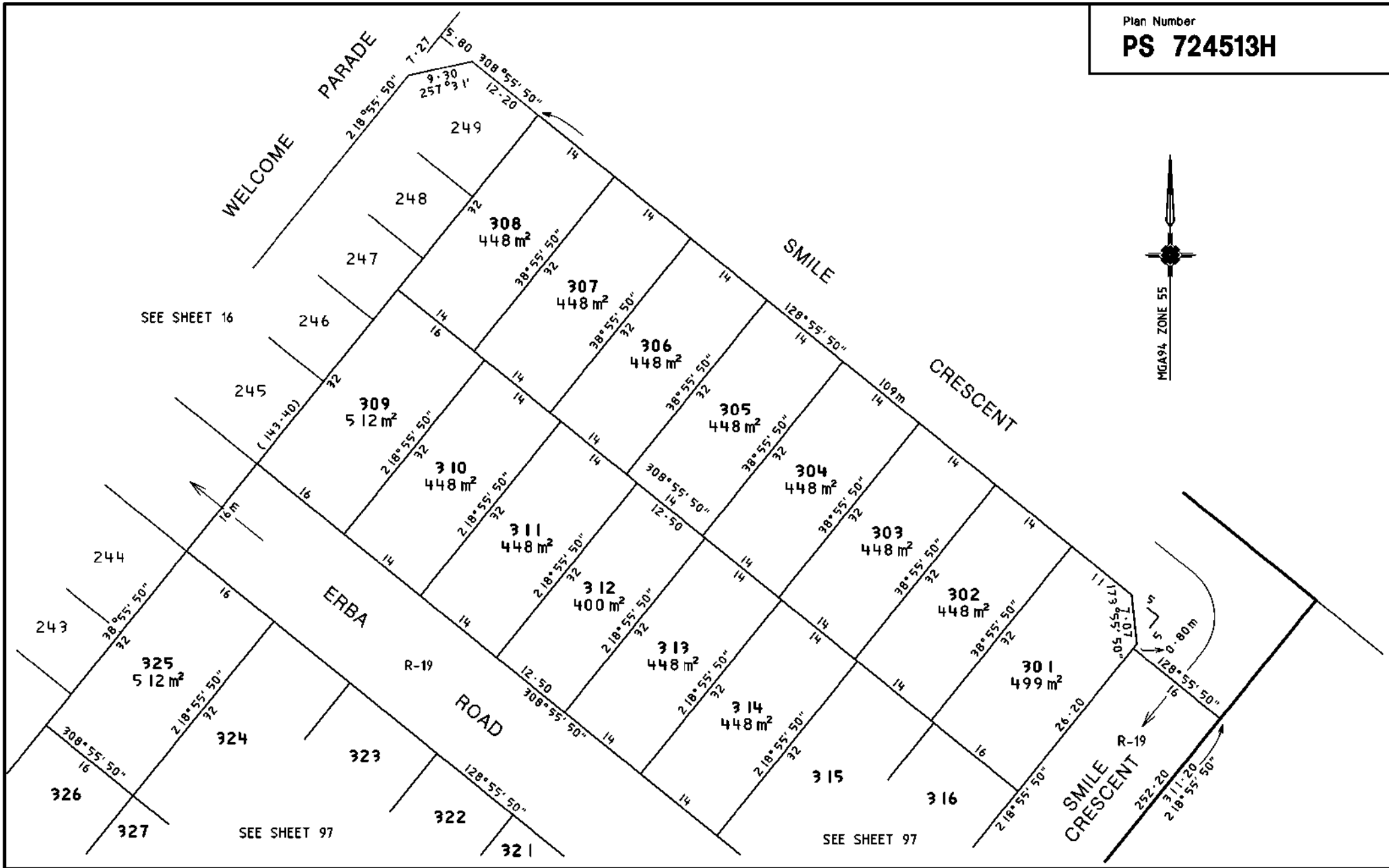
Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 95 of 144

Plan Number
PS 724513H



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 95
	JONATHAN TREVOR NEATE, VERSION		

Plan Number
PS 724513H



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 6 MAIN ST, MORNINGTON PH.(03) 5975 4644 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9866 0300		SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 96
		JONATHAN TREVOR NEATE, VERSION		

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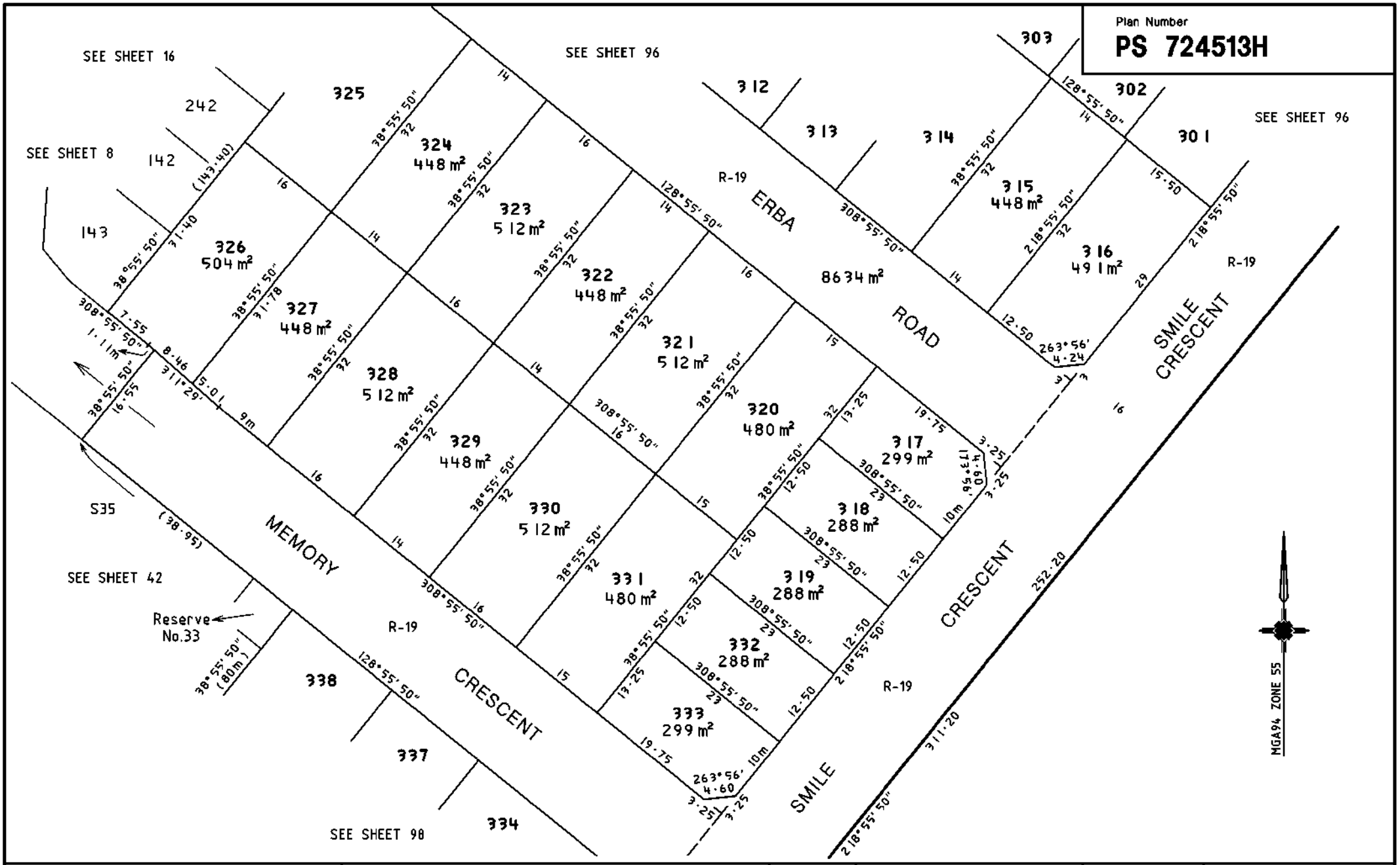

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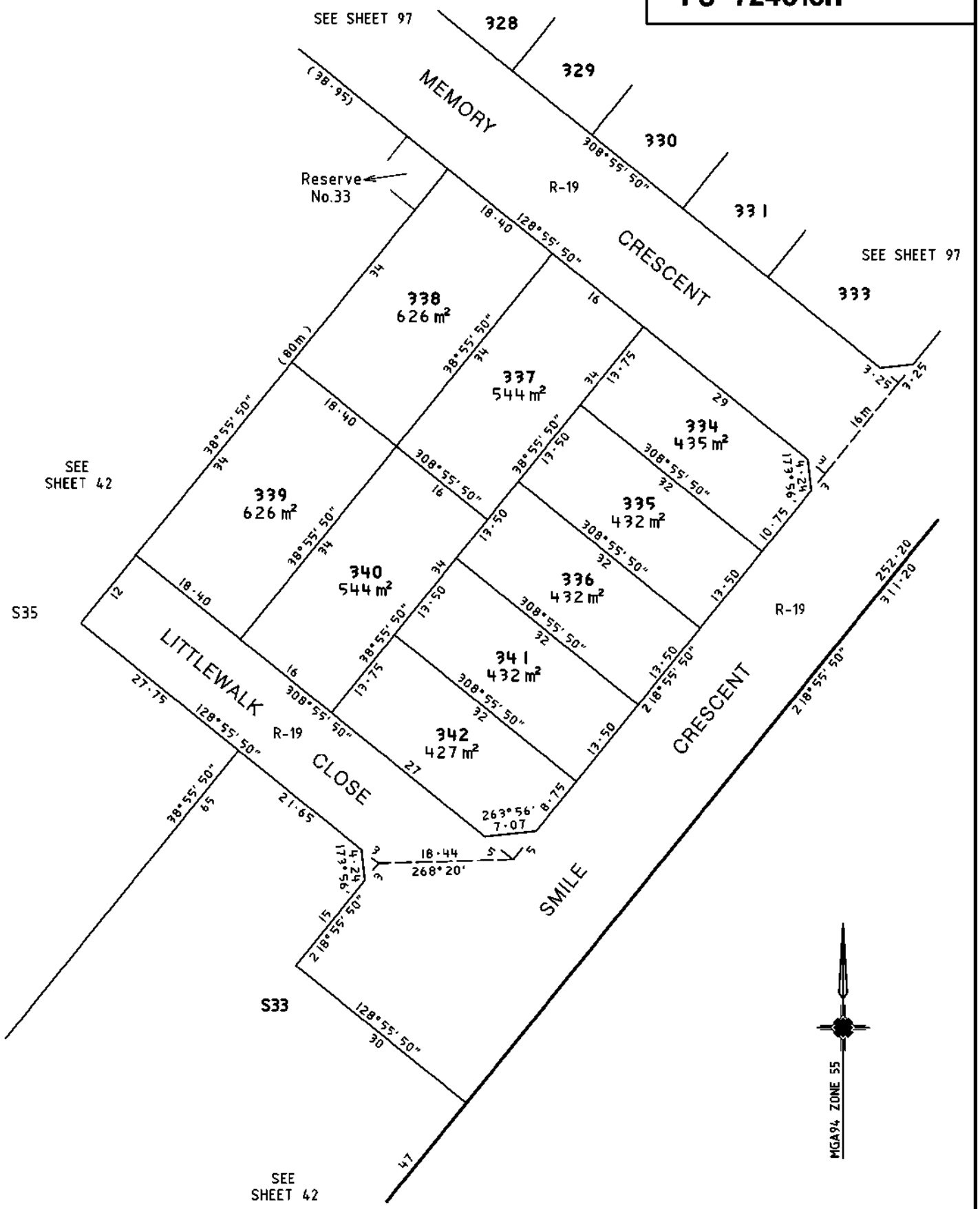
Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 98 of 144

Plan Number
PS 724513H

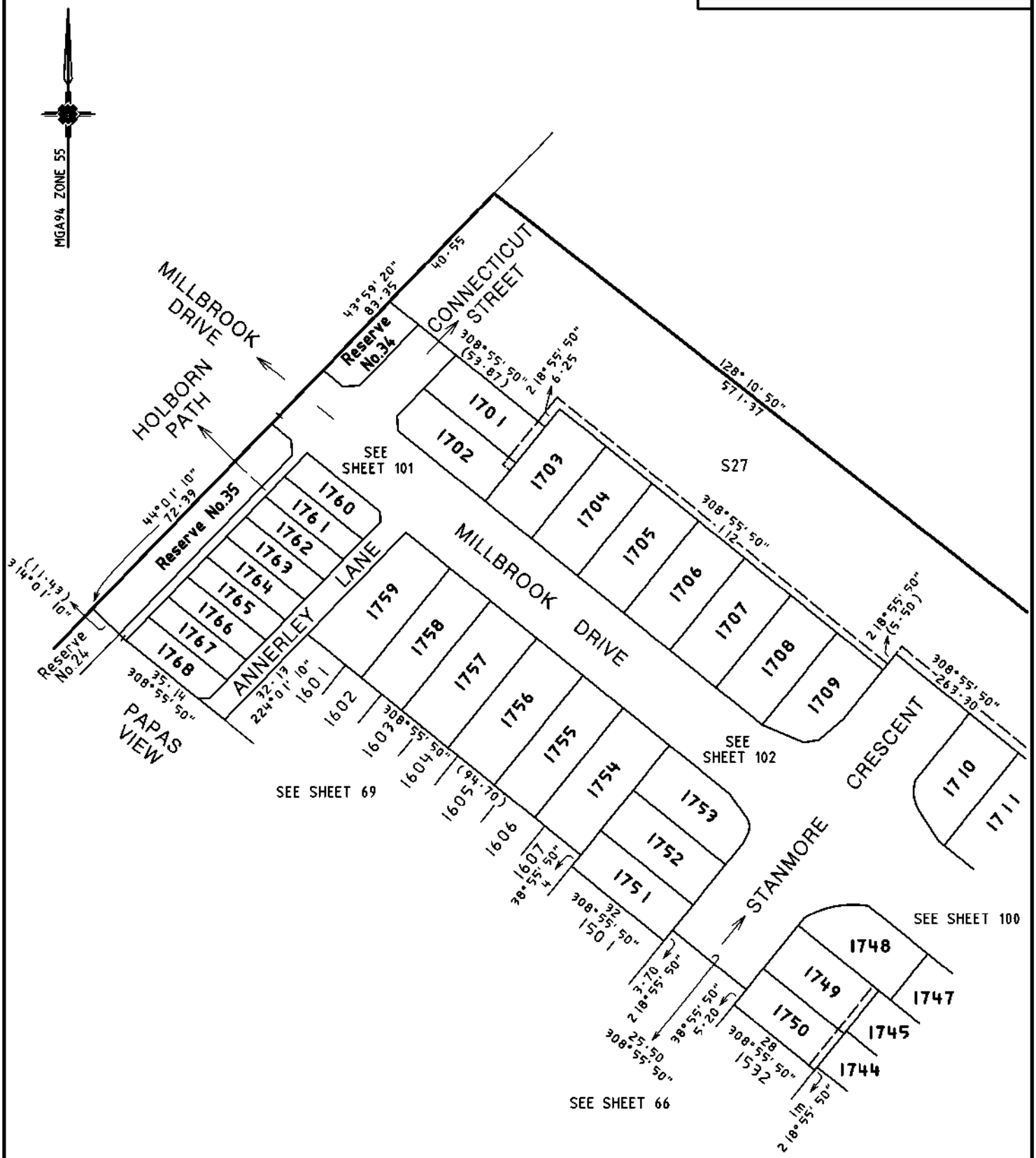


WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 98
	JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 99 of 144

Plan Number

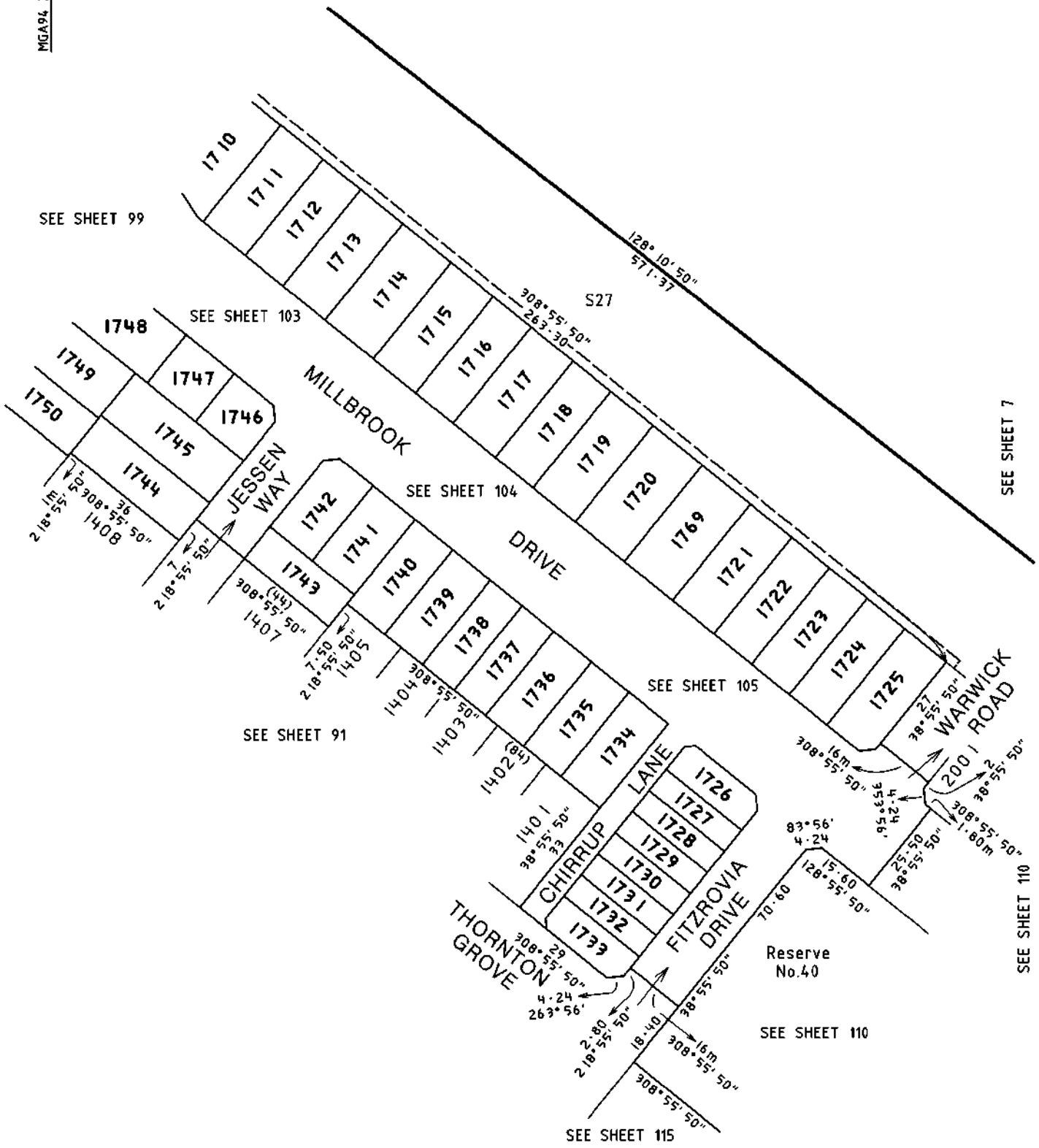
PS 724513H



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:1000	0 10 20 30 40 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 99
	JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 100 of 144

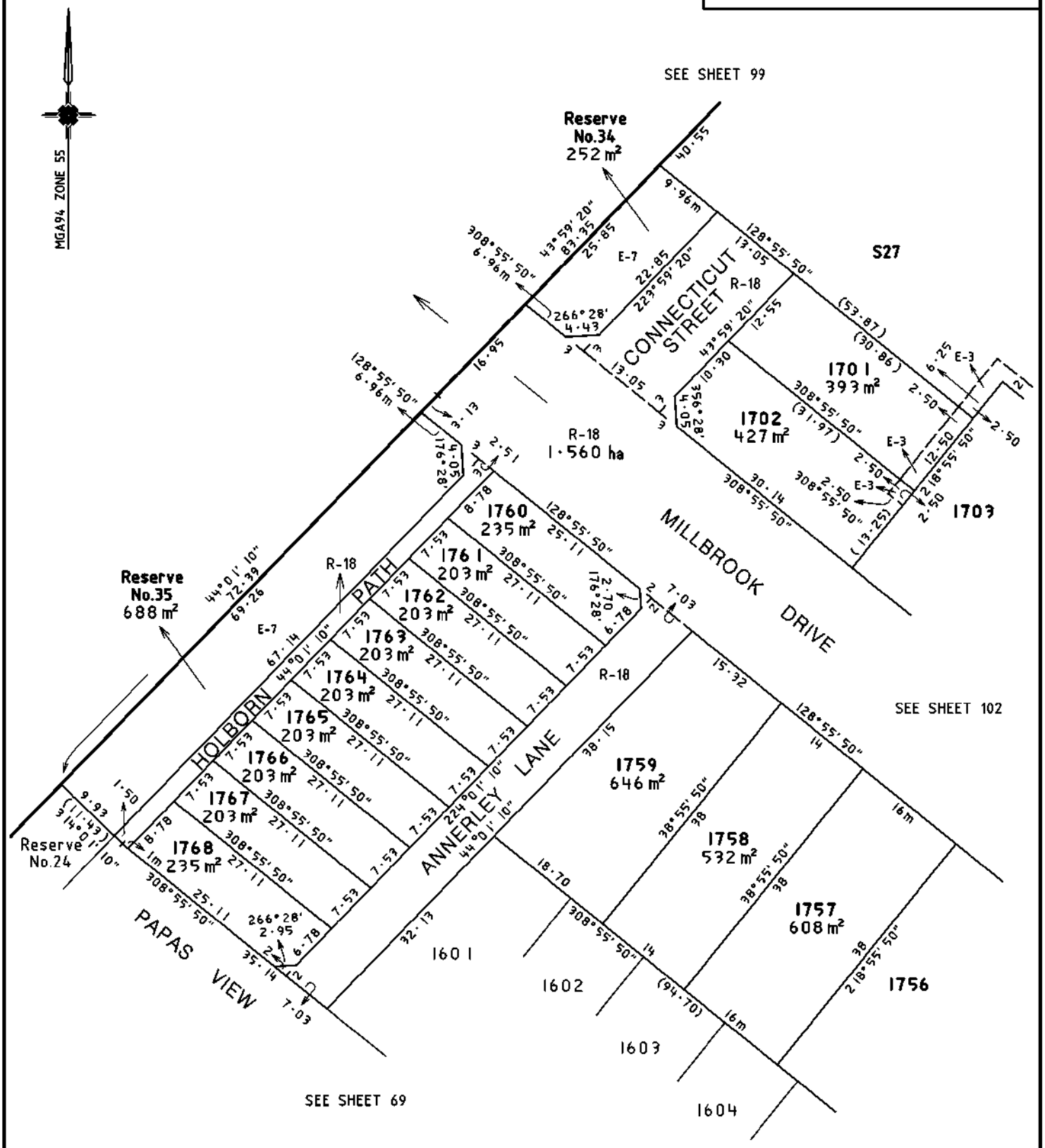
Plan Number
PS 724513H



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:1000	0 10 20 30 40 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 100
	JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 101 of 144

Plan Number
PS 724513H

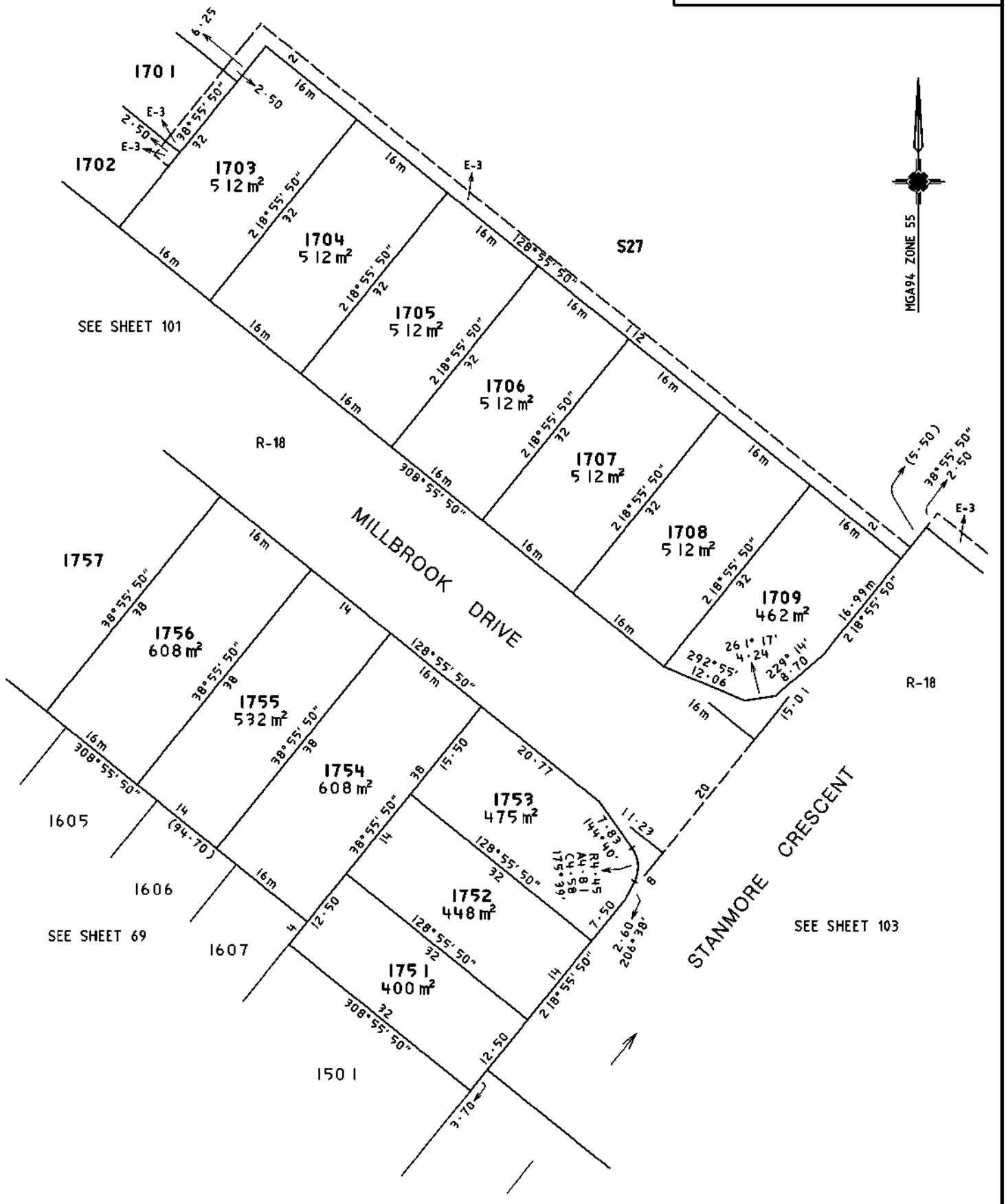


WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644
SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300

SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 101
JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 102 of 144

Plan Number
PS 724513H

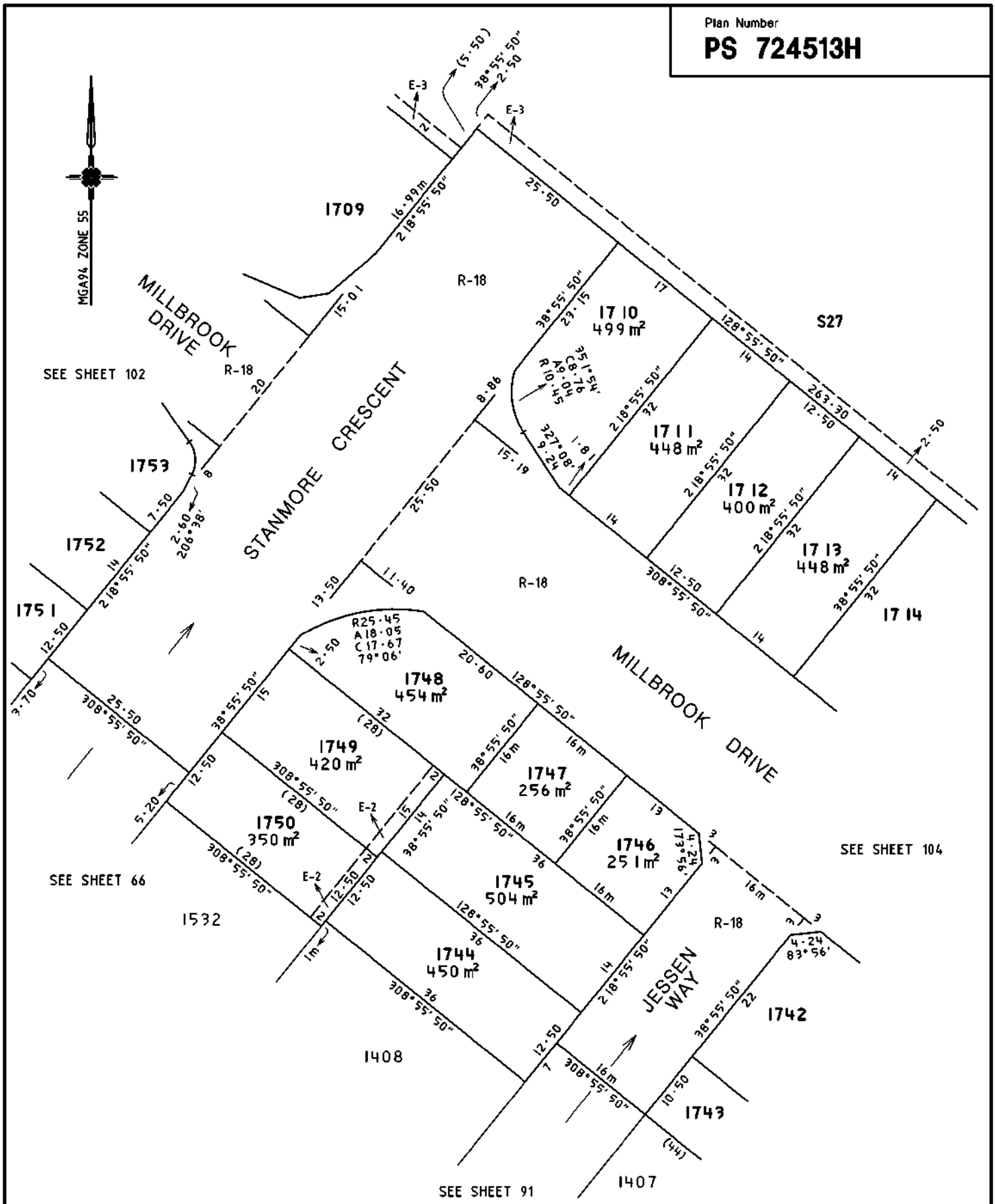


WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644
SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300

SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 102
JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 103 of 144

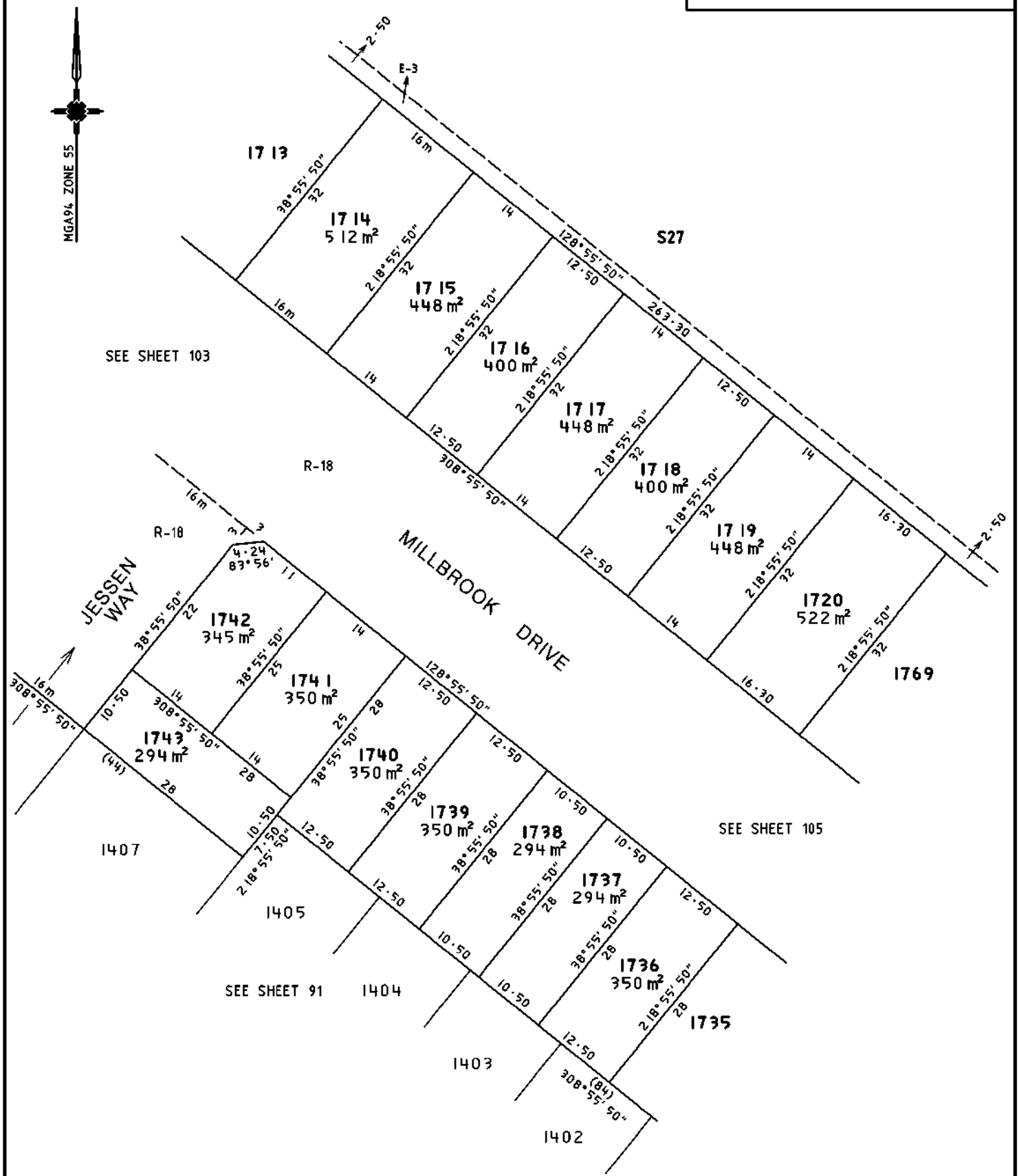
Plan Number
PS 724513H



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 103
	JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 104 of 144

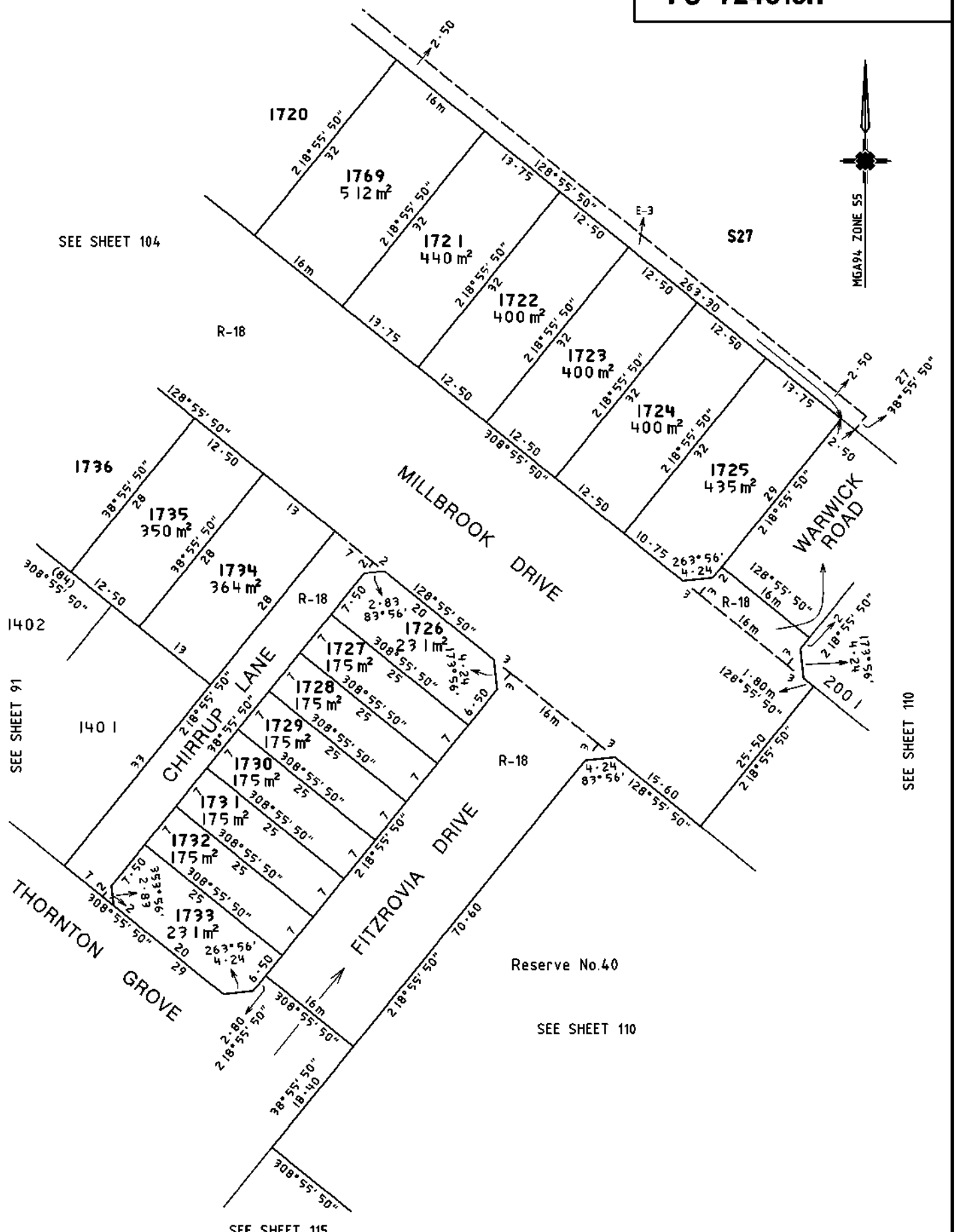
Plan Number
PS 724513H



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 104
	JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 105 of 144

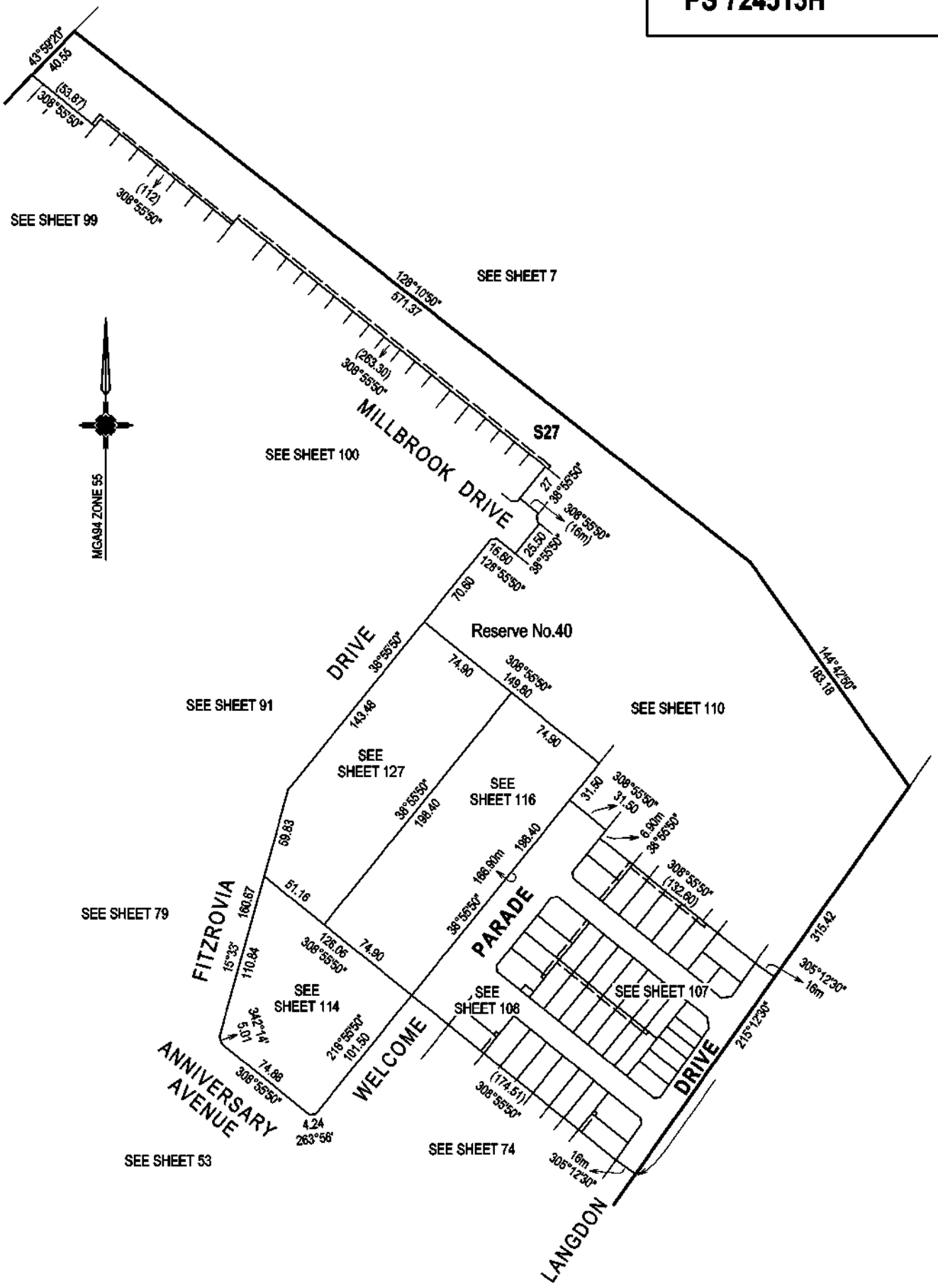
Plan Number
PS 724513H



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 105
	JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 106 of 144

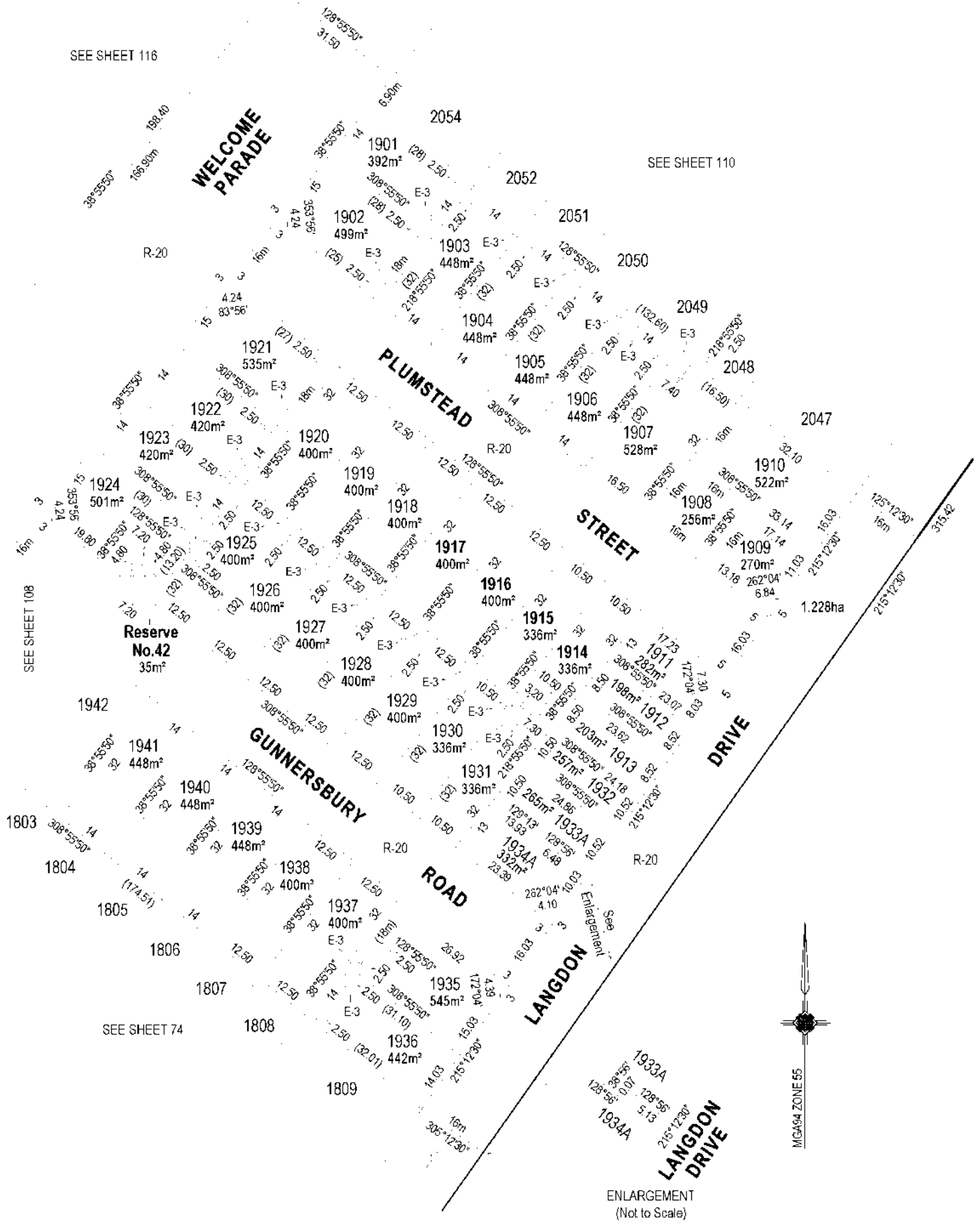
PS 724513H



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH. (03) 5975 4644 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH. (03) 9660 0300	SCALE 1 : 2500	0 25 50 75 100 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 106
	JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 107 of 144

PS 724513H



WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH: (03) 5975 4644
SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH: (03) 9860 0300

SCALE 1 : 750

0 7.5 15 22.5 30
LENGTHS ARE IN METRES

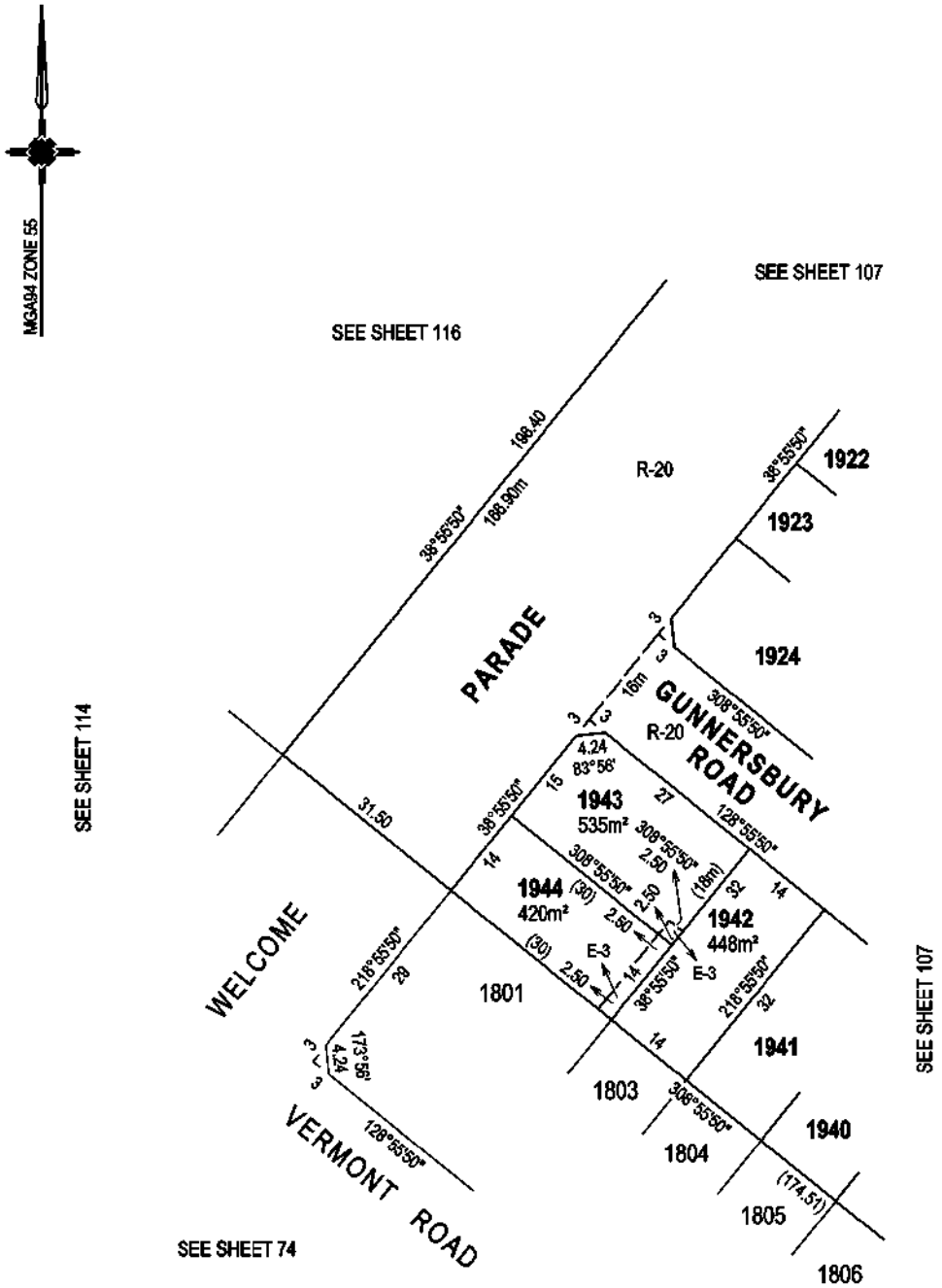
ORIGINAL SHEET SIZE A3

SHEET 107

JONATHAN TREVOR NEATE, VERSION

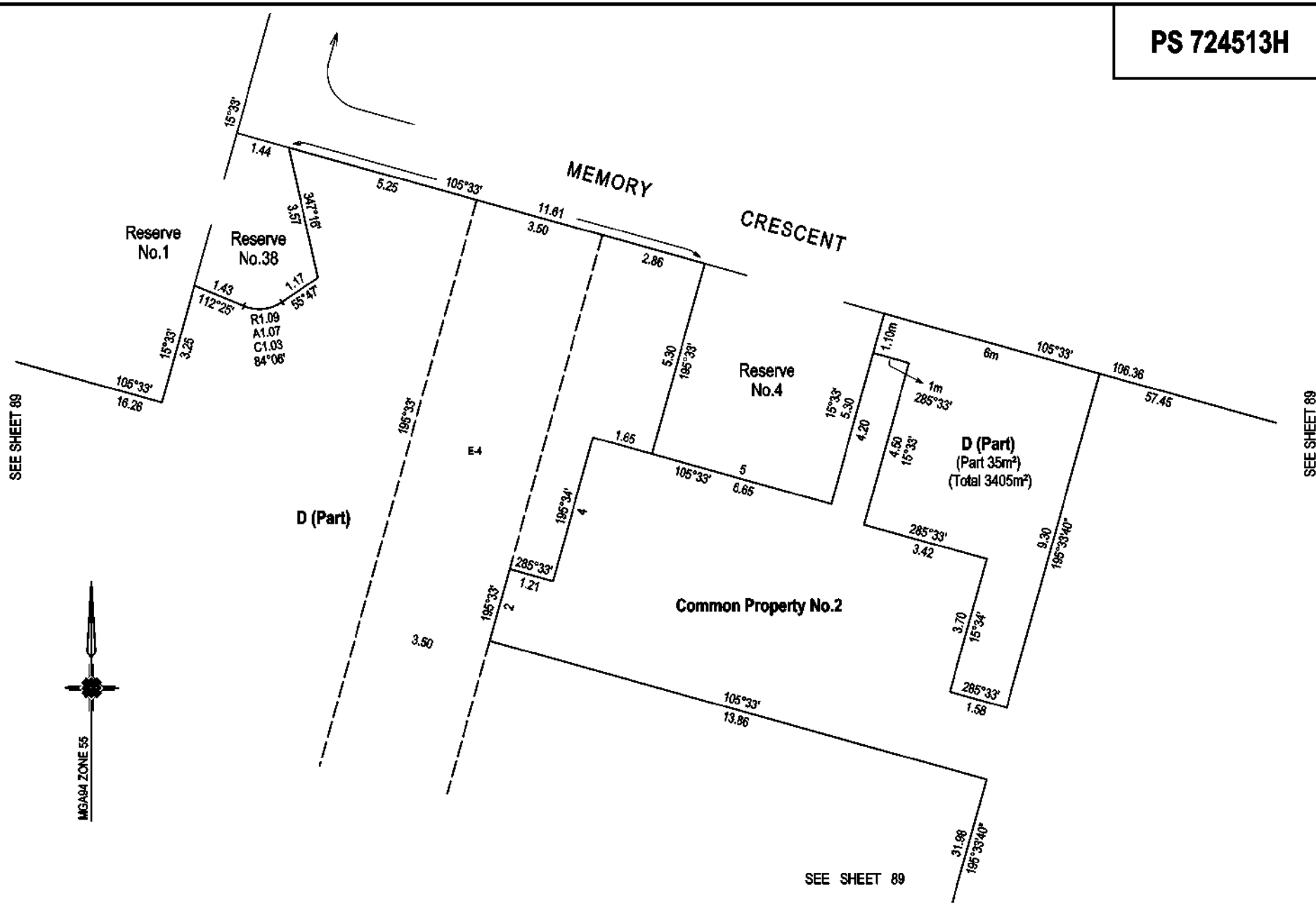
Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 108 of 144

PS 724513H



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH. (03) 5975 4644 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH. (03) 9660 0300	SCALE 1 : 750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 108
	JONATHAN TREVOR NEATE, VERSION			

PS 724513H

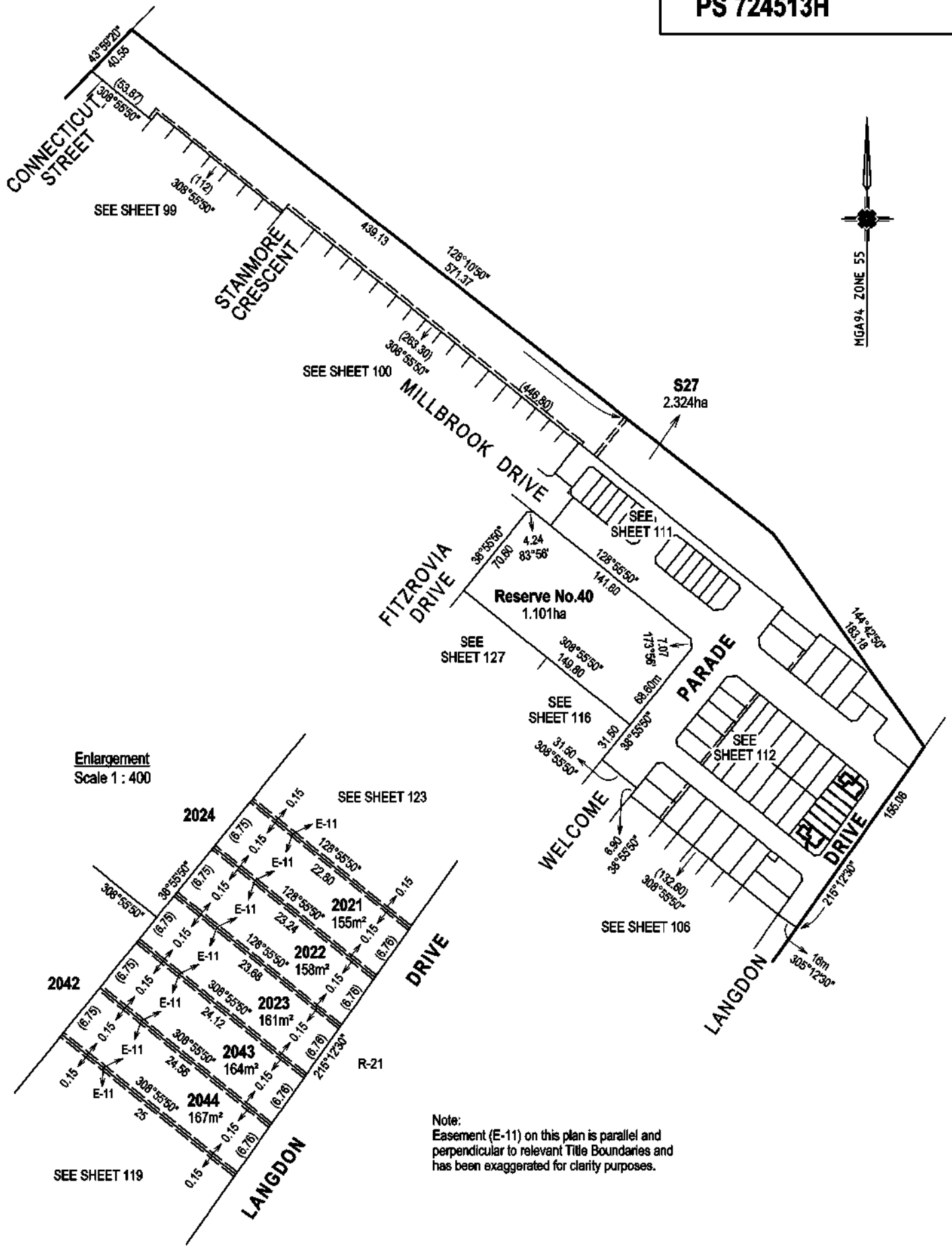


WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH. (03) 5975 4644 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH. (03) 9860 0300		SCALE 1 : 100	0 1 2 3 4 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 109
		JONATHAN TREVOR NEATE, VERSION		

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 109 of 144

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 110 of 144

Plan Number
PS 724513H

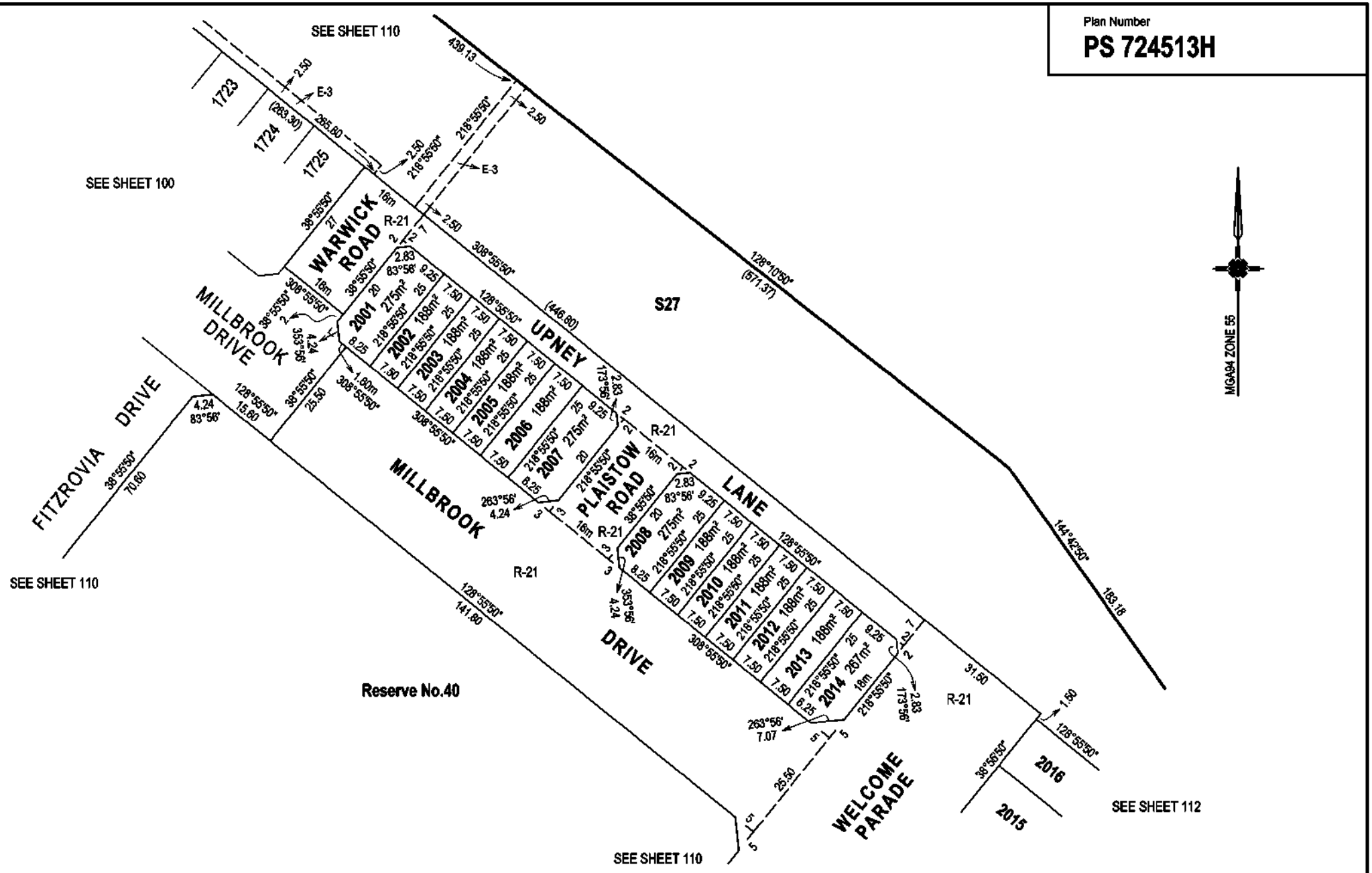


Note:
Easement (E-11) on this plan is parallel and perpendicular to relevant Title Boundaries and has been exaggerated for clarity purposes.

WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH. (03) 5975 4644 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH. (03) 9650 0300	SCALE 1 : 2500	0 25 50 75 100 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 110
	JONATHAN TREVOR NEATE, VERSION			

Plan Number

PS 724513H

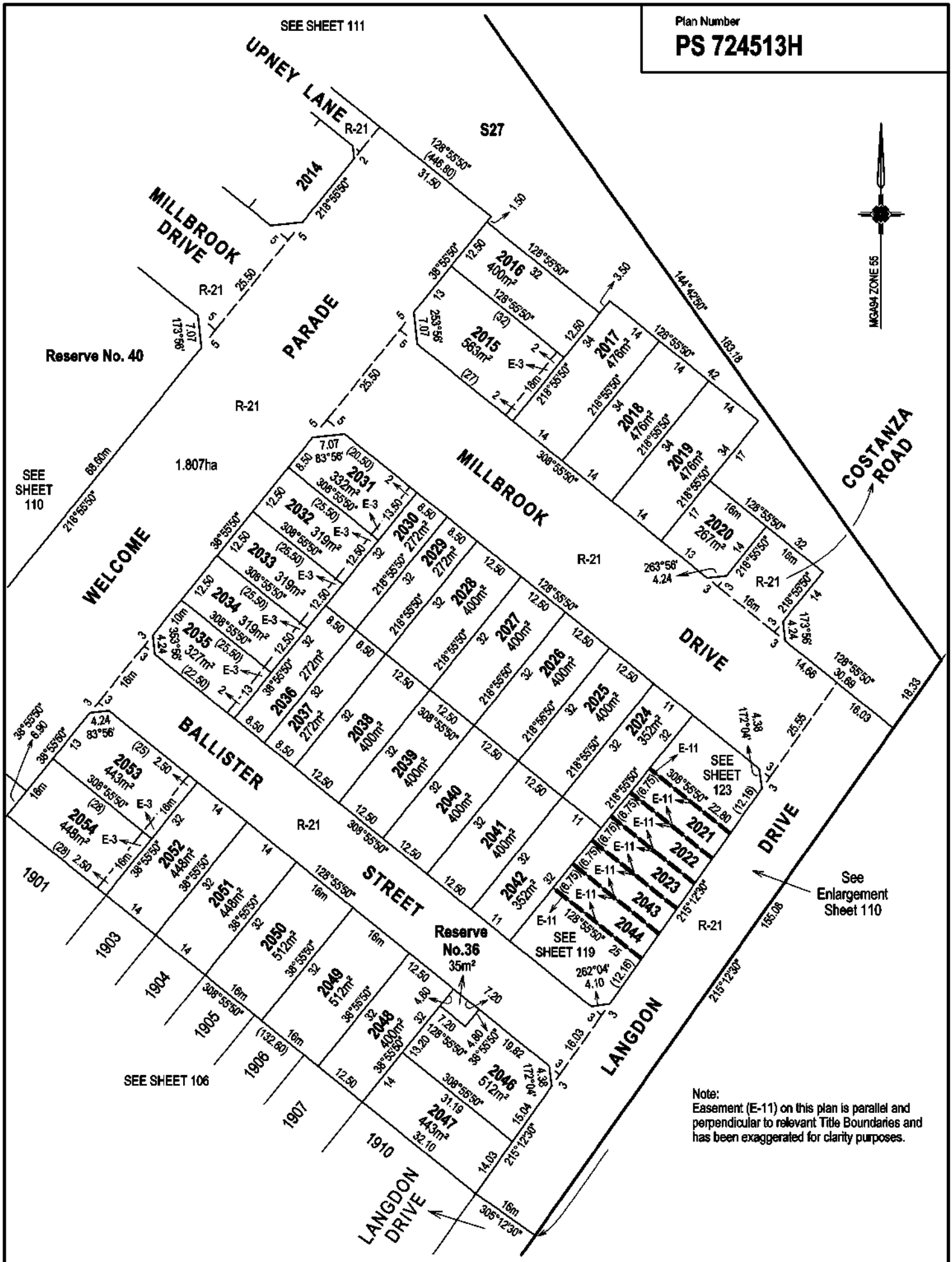


WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH. (03) 5975 4644 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH. (03) 9860 0300		SCALE 1 : 750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 111
		JONATHAN TREVOR NEATE, VERSION		

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 111 of 144

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 112 of 144

Plan Number
PS 724513H

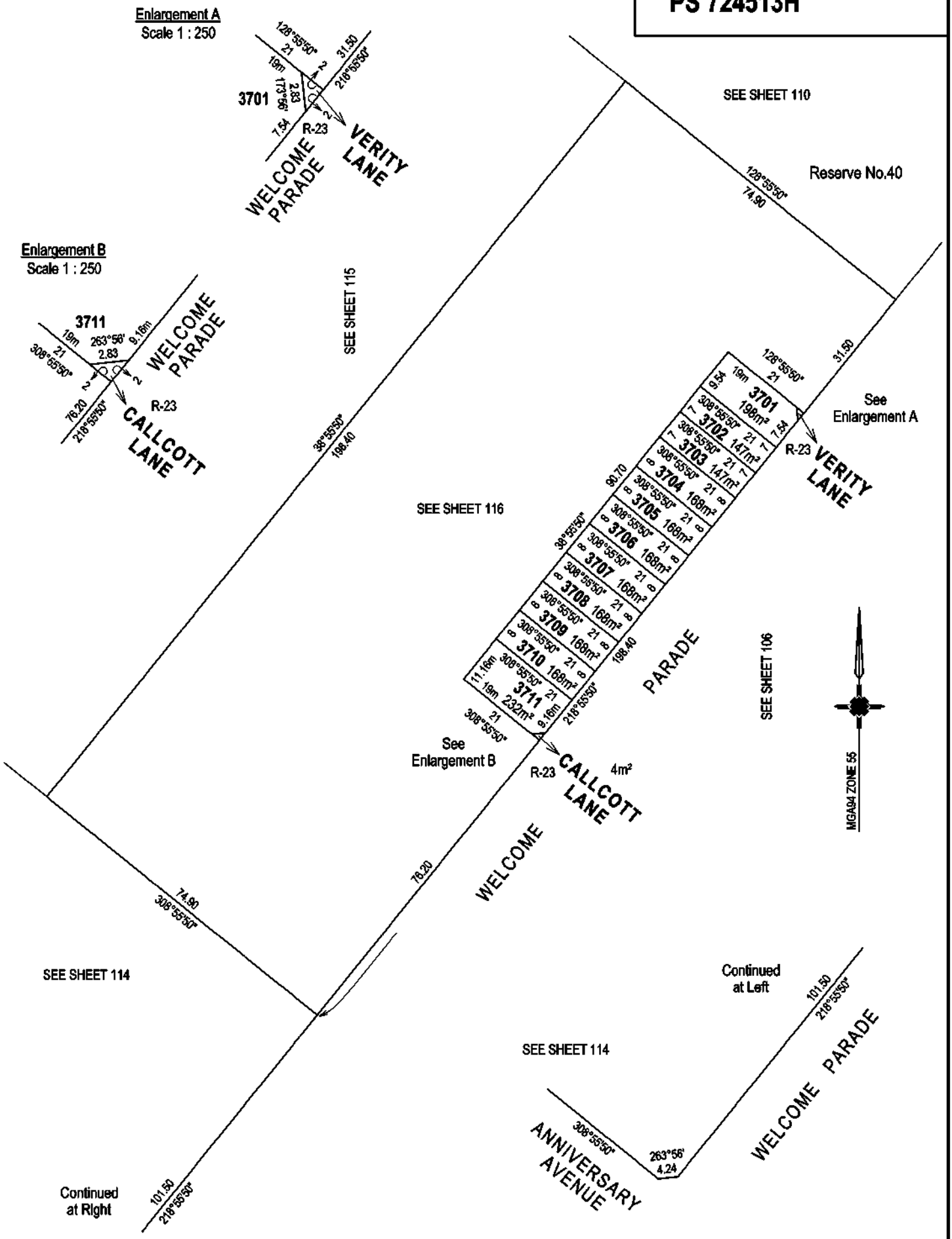


Note:
Easement (E-11) on this plan is parallel and perpendicular to relevant Title Boundaries and has been exaggerated for clarity purposes.

WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH. (03) 5975 4644 SUITE 4, LEVEL 5, 446 ST KILDA RD, MELBOURNE PH. (03) 9650 0300	SCALE 1 : 750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 112
	JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 113 of 144

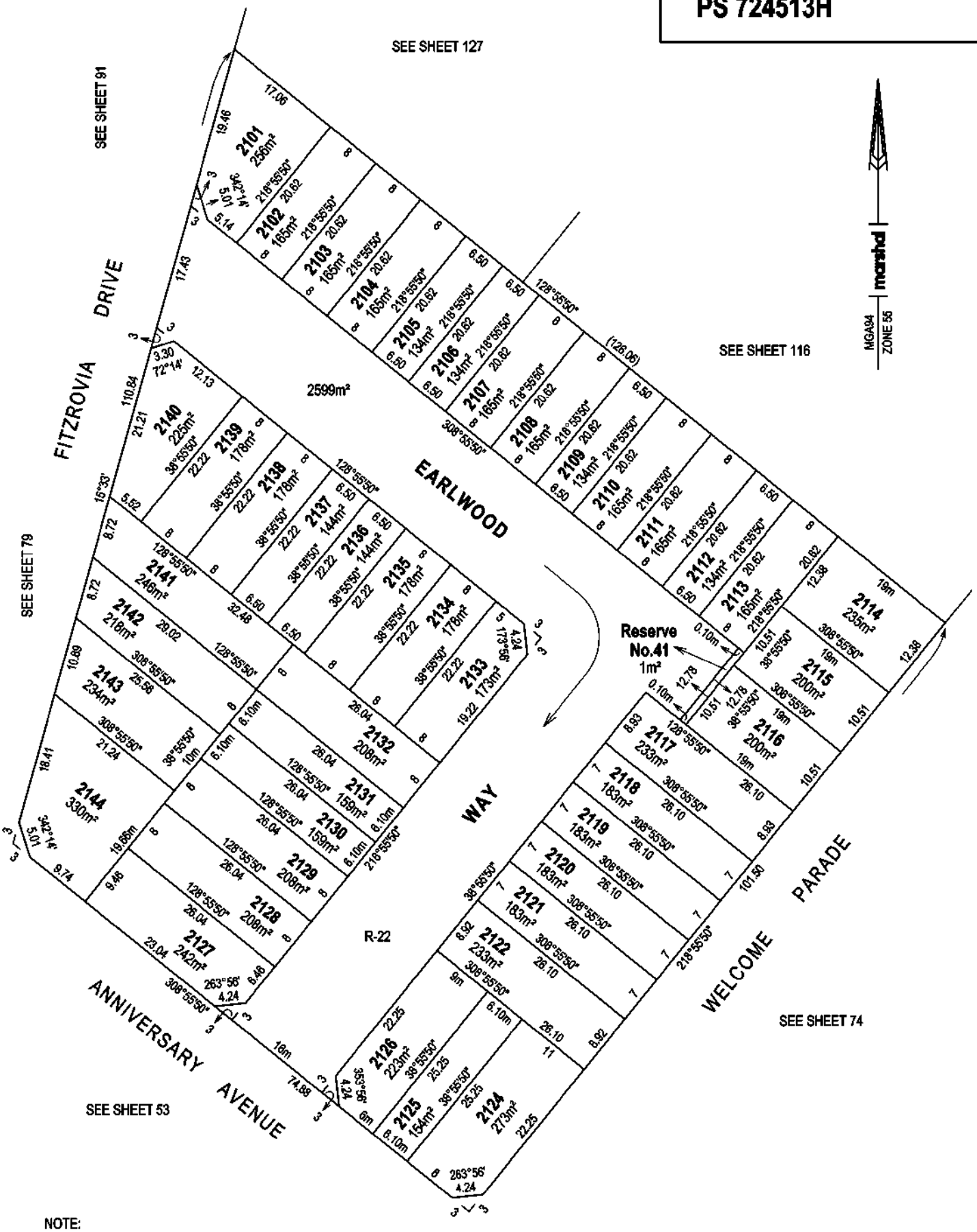
PS 724513H



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH. (03) 5975 4644 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH. (03) 9650 0300	SCALE 1 : 750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 113
	JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 114 of 144

PS 724513H



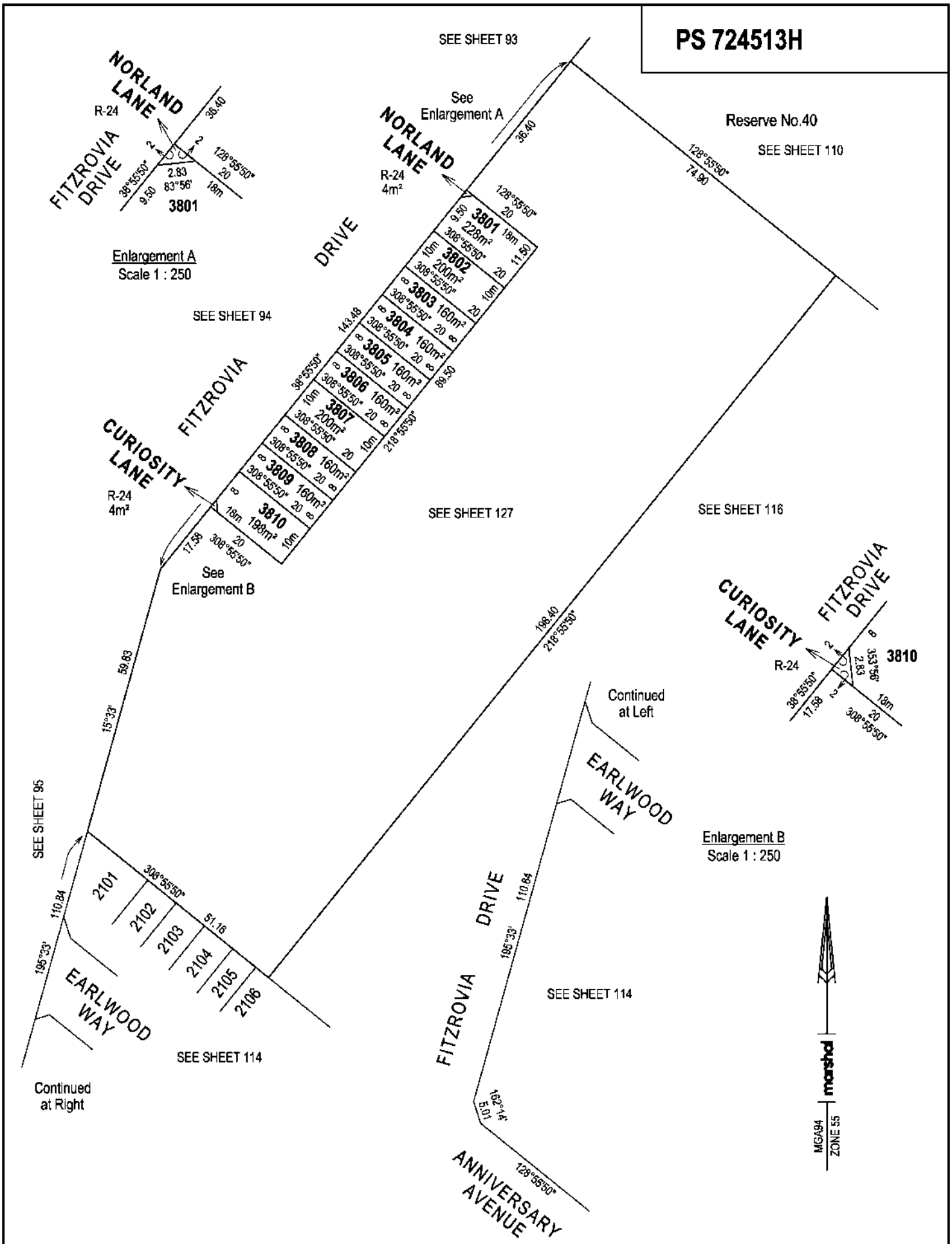
NOTE:
Reserve No.41 has been exaggerated for clarity.

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

SCALE 1 : 500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 114
JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 115 of 144

PS 724513H



marshal
Suite 201, Level 2, 448 St Kilda Road Melbourne Victoria 3004
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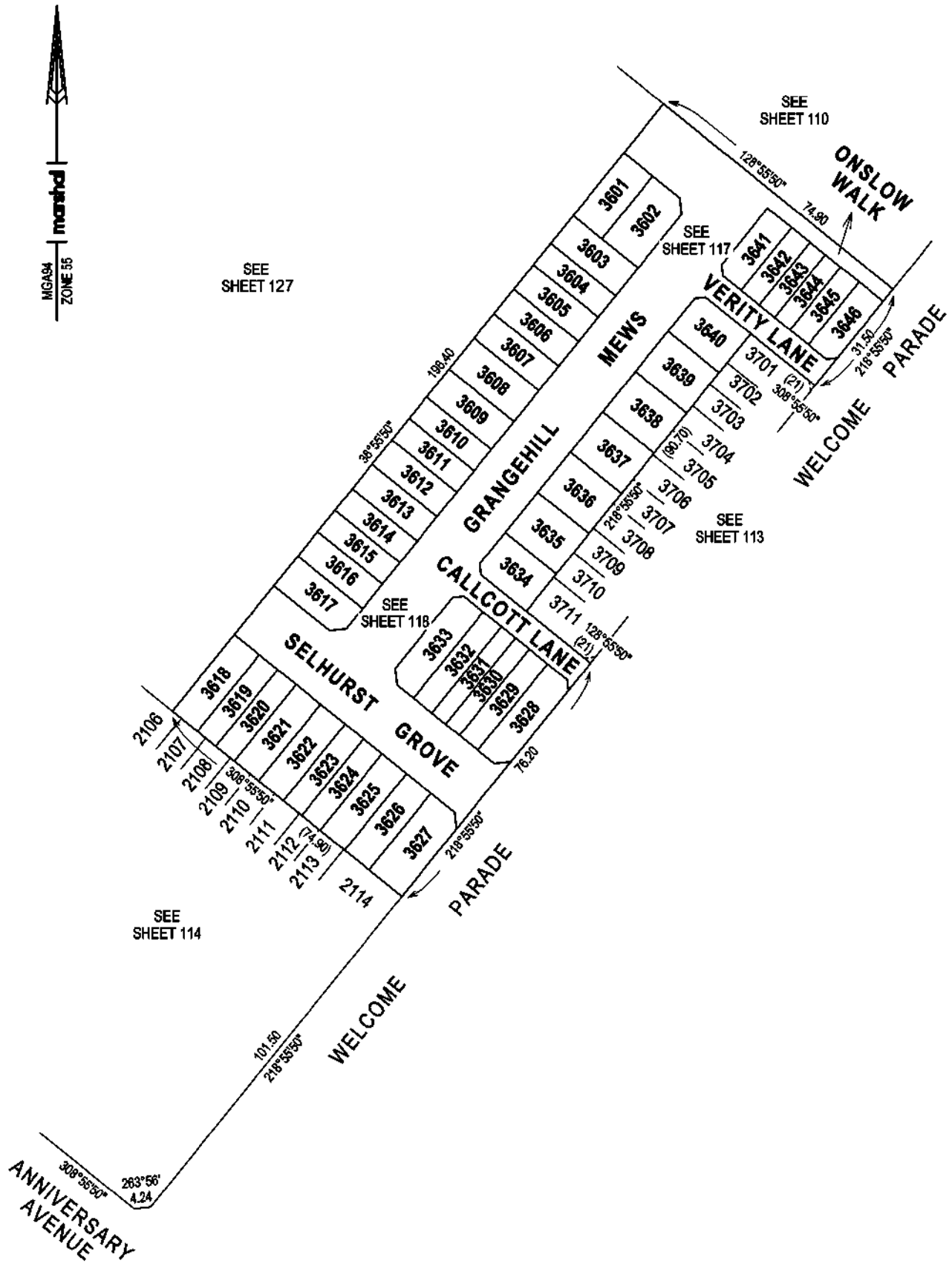
hello@marshall.melbourne ABN 58 643 224 266

SCALE 1 : 750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 115
JONATHAN TREVOR NEATE, VERSION			

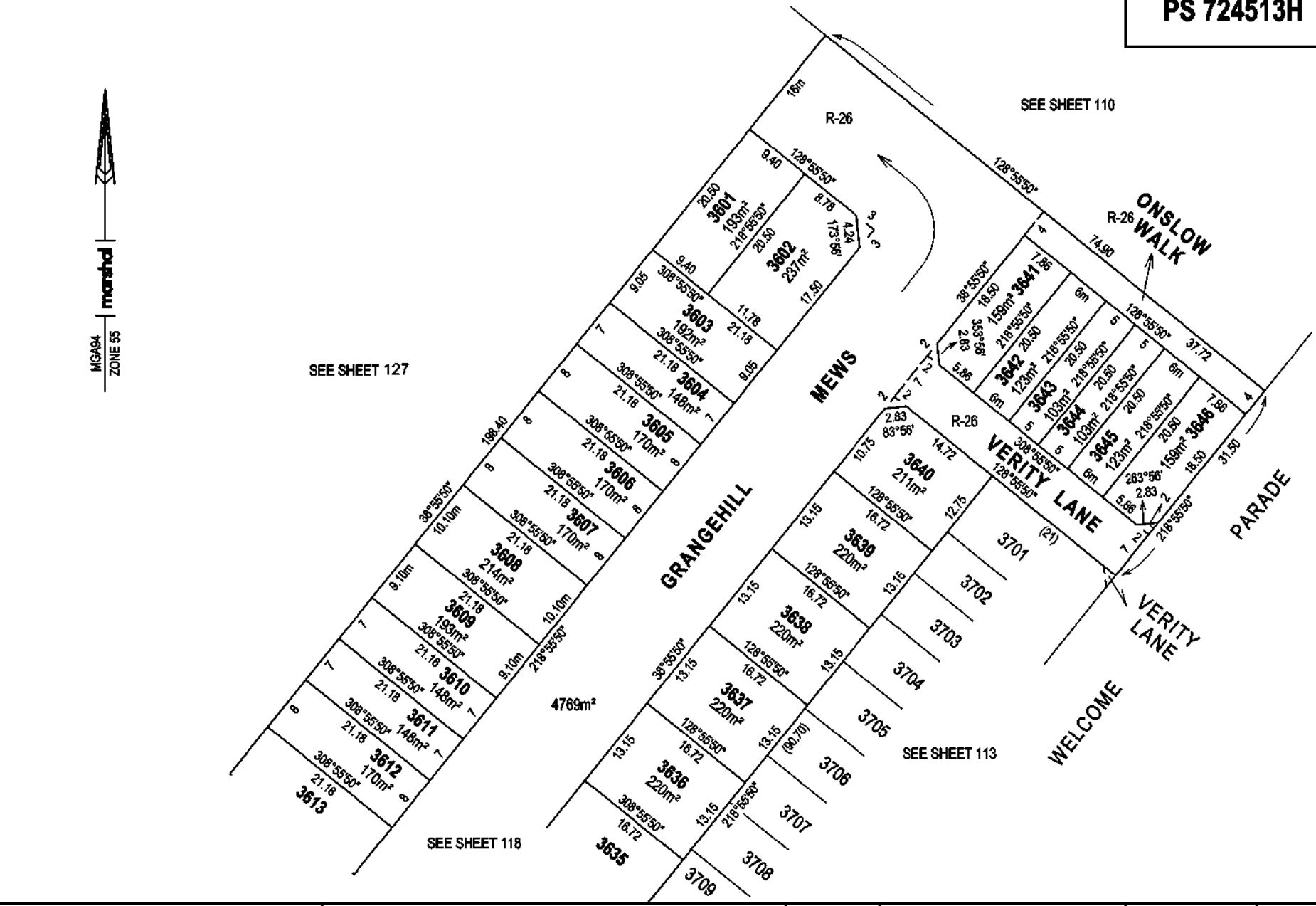
Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 116 of 144

PS 724513H



marshal Suite 201, Level 2, 448 St Kilda Road Melbourne Victoria 3004 +61 3 9860 0380 marshall.melbourne hello@marshal.melbourne ABN 58 643 224 266	SCALE 1 : 1000	0 10 20 30 40 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 116
	JONATHAN TREVOR NEATE, VERSION			

PS 724513H

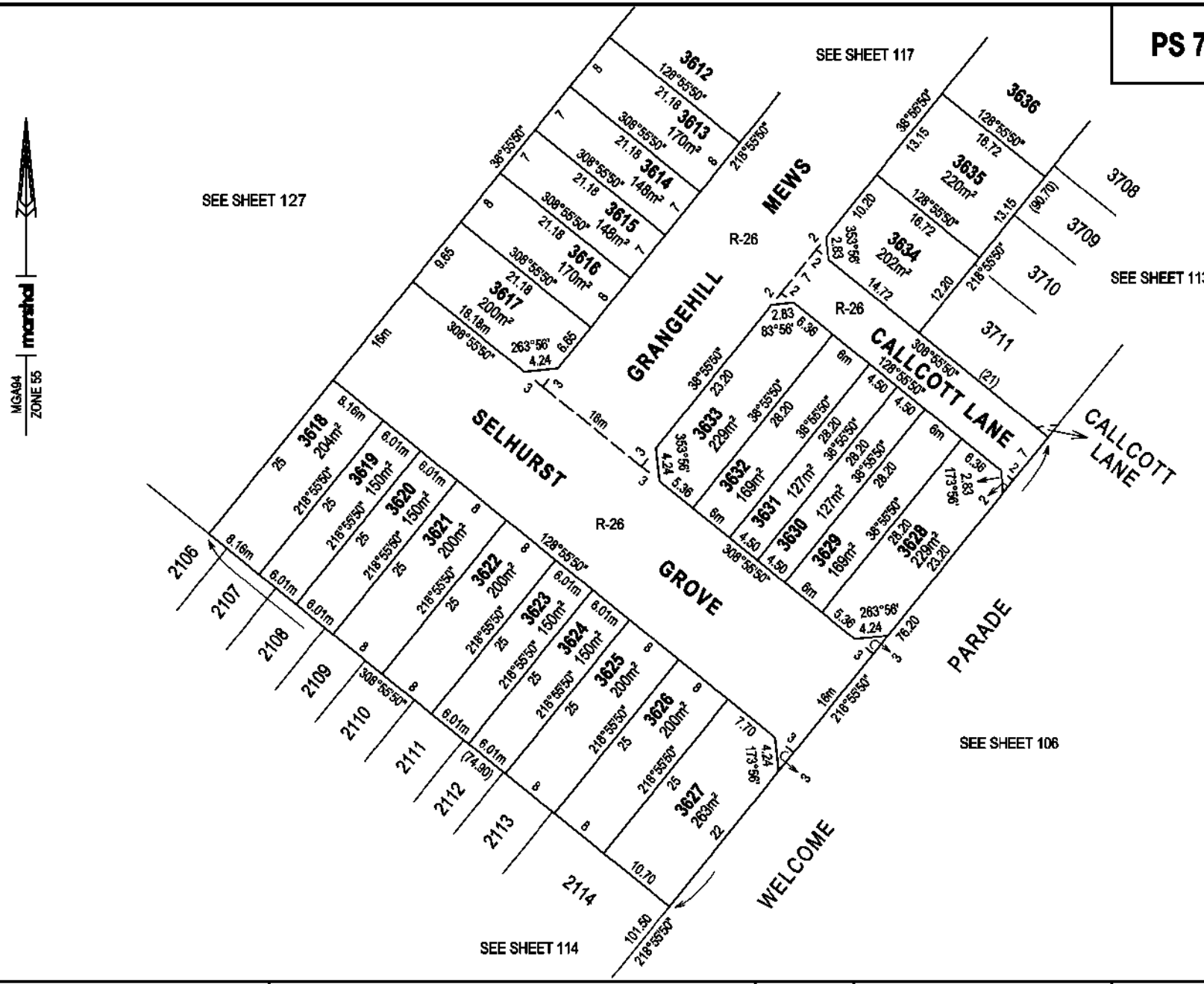


marshal
Suite 201, Level 2, 448 St Kilda Road Melbourne Victoria 3004
+61 3 9860 0380 marshal.melbourne
hello@marshal.melbourne ABN 58 643 224 266

SCALE 1 : 500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 117
JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 117 of 144

PS 724513H



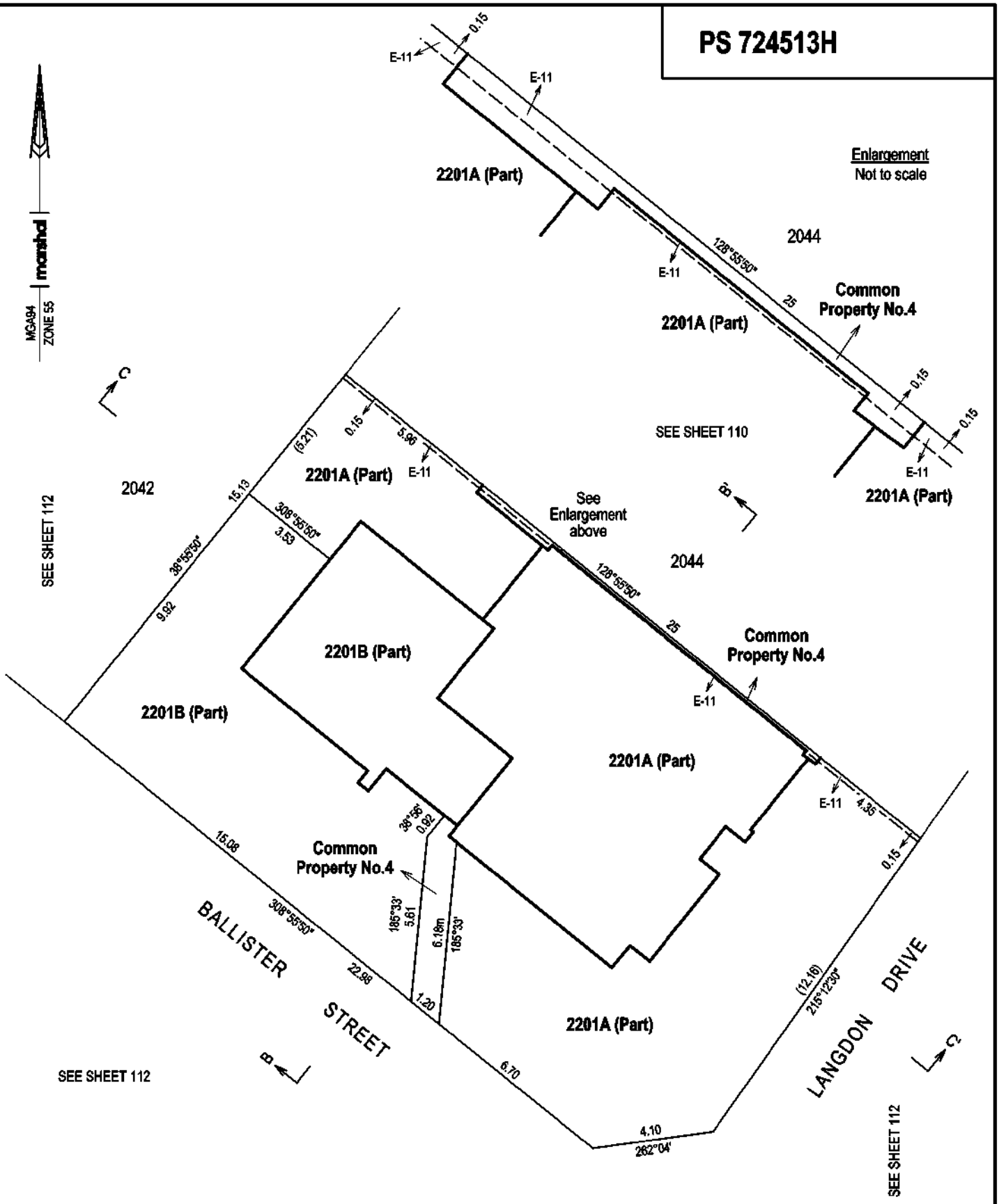
marshal
Suite 201, Level 2, 448 St Kilda Road Melbourne Victoria 3004
+61 3 9860 0380 marshal.melbourne
hello@marshal.melbourne ABN 58 643 224 266

SCALE 1 : 500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 118
JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 118 of 144

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 119 of 144

PS 724513H



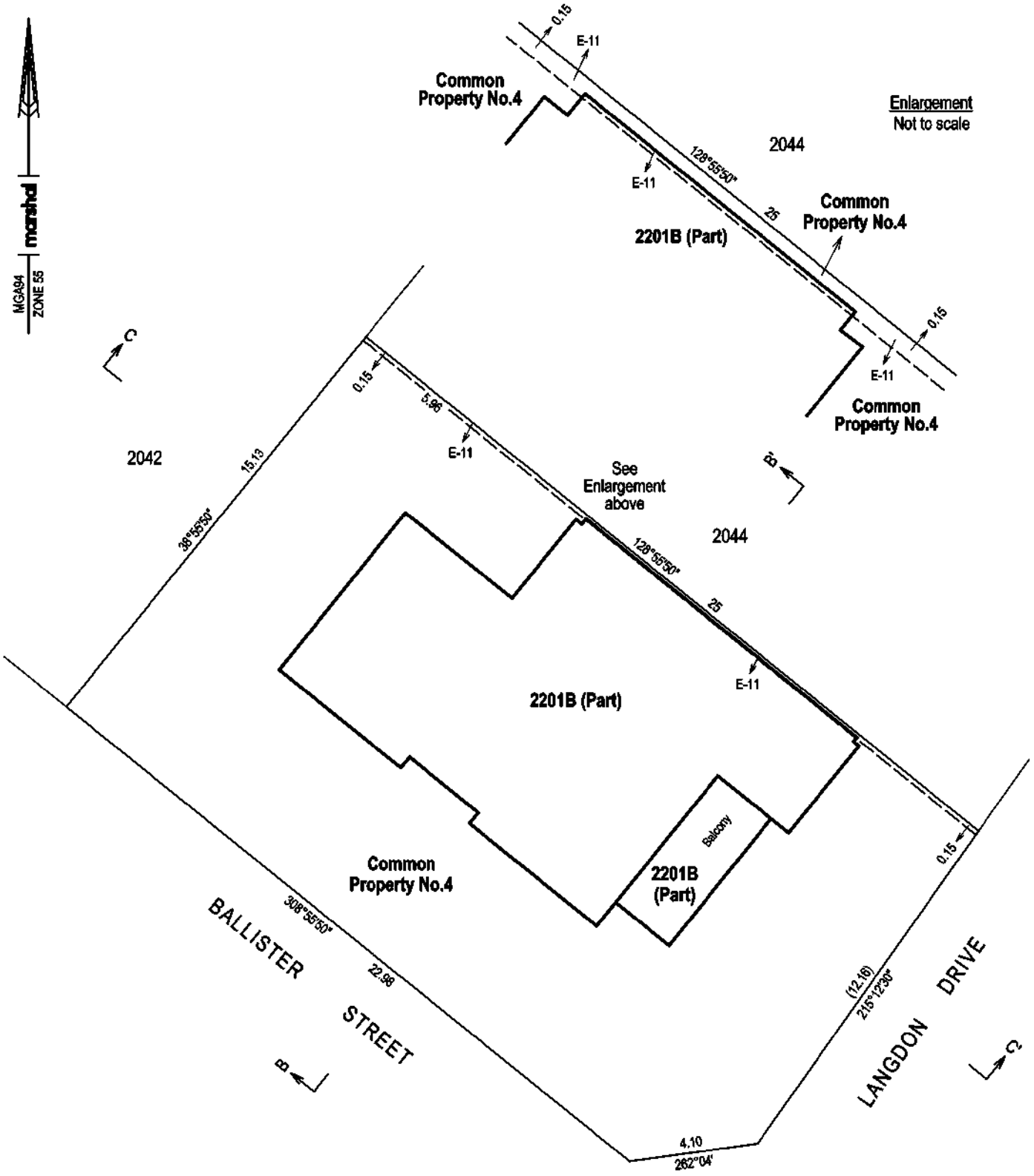
Ground Floor

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

SCALE 1 : 125	0 1.25 2.5 3.75 5 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 119
JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 120 of 144

PS 724513H

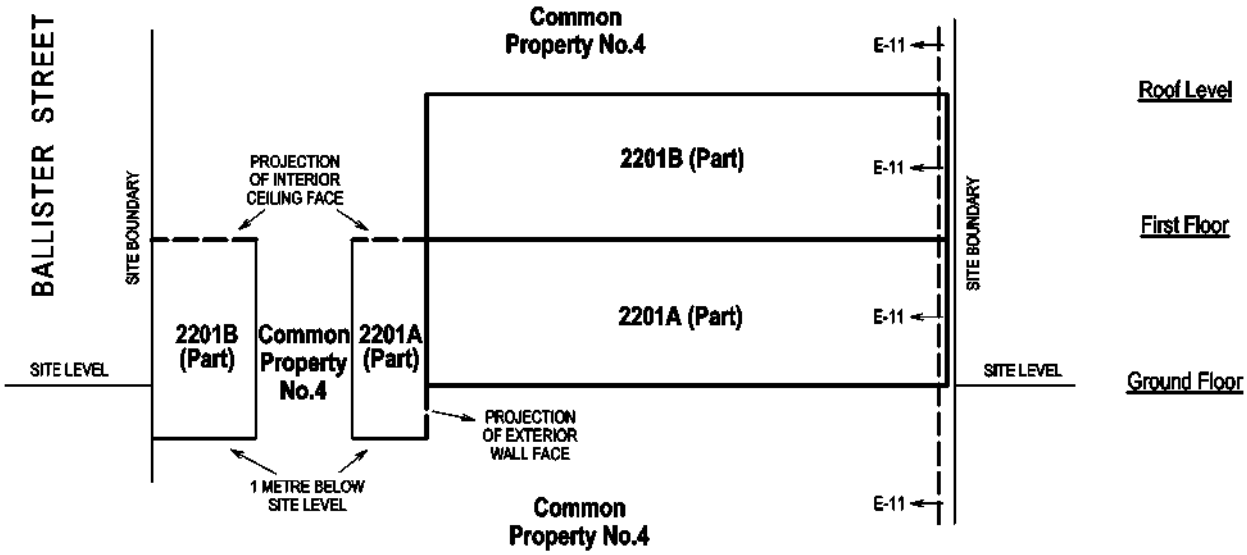


First Floor

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

SCALE 1 : 125	0 1.25 2.5 3.75 5 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 120
JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 121 of 144



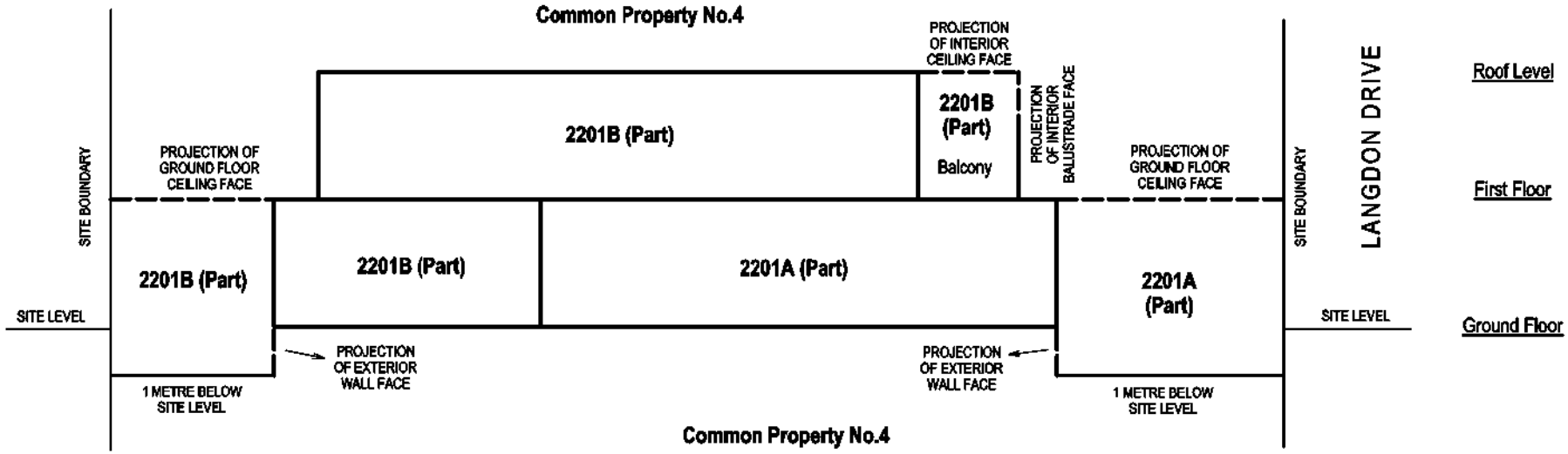
Section B-B'

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

ORIGINAL SHEET SIZE A3

SHEET 121

JONATHAN TREVOR NEATE, VERSION



Section C-C'

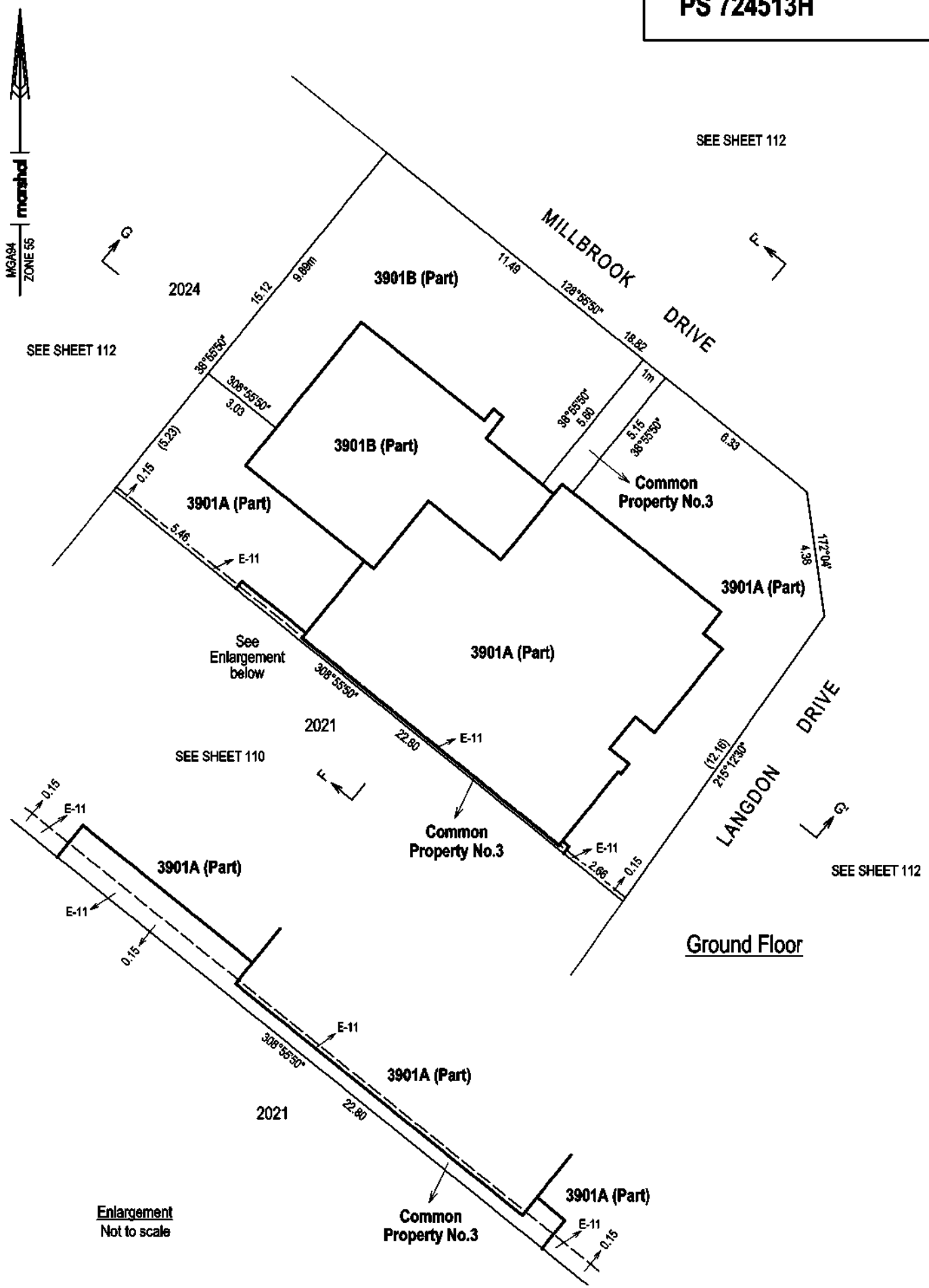
marshal
Suite 201, Level 2, 448 St Kilda Road Melbourne Victoria 3004
+61 3 9860 0380 marshal.melbourne
hello@marshal.melbourne ABN 58 643 224 266

		ORIGINAL SHEET SIZE A3	SHEET 122
JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 122 of 144

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 123 of 144

PS 724513H

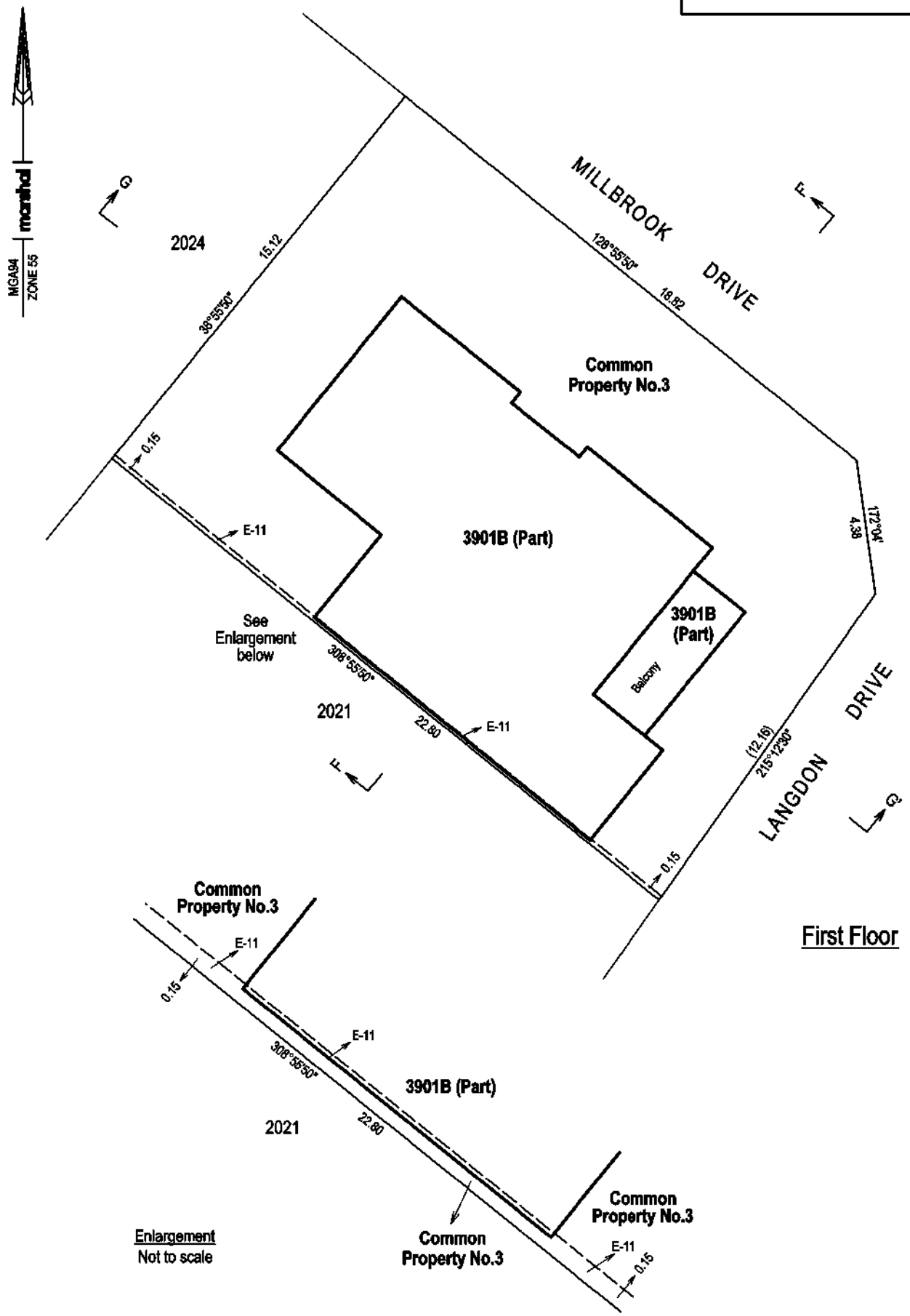


marshal
Suite 201, Level 2, 448 St Kilda Road Melbourne Victoria 3004
+61 3 9860 0380 marshall.melbourne
hello@marshal.melbourne ABN 58 643 224 266

SCALE 1 : 125	0 1.25 2.5 3.75 5 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 123
JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 124 of 144

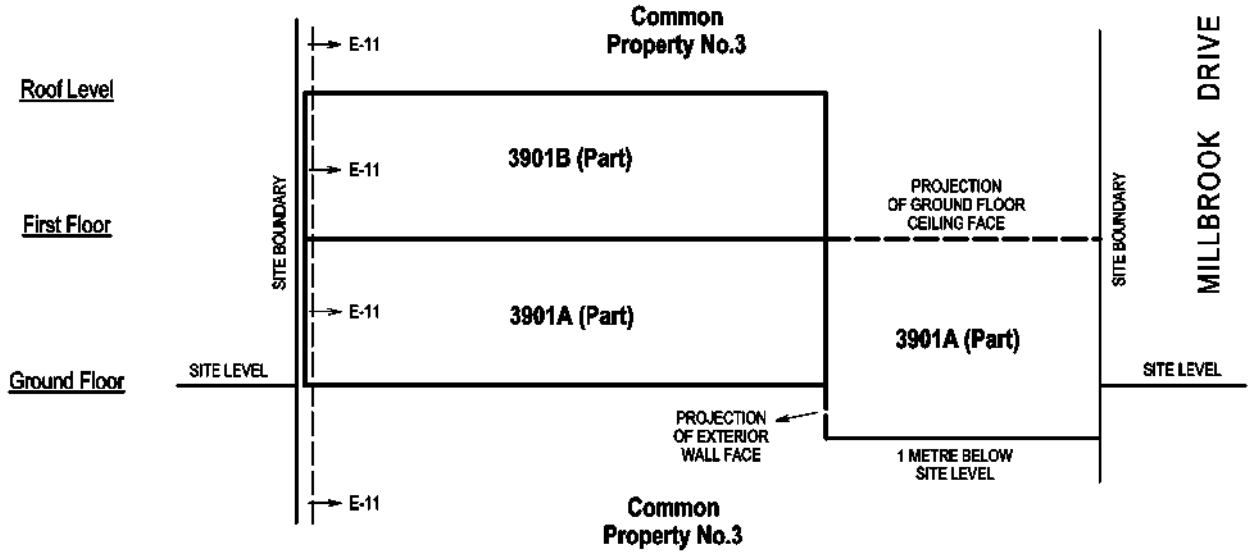
PS 724513H



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

SCALE 1 : 125	0 1.25 2.5 3.75 5 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 124
JONATHAN TREVOR NEATE, VERSION			

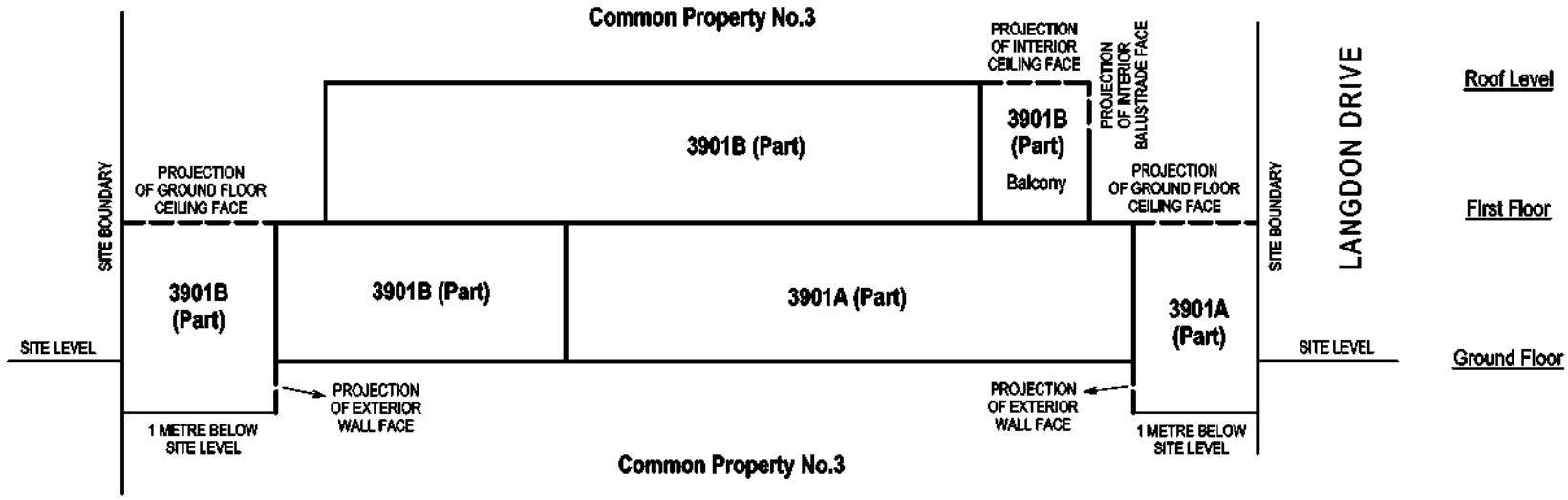
Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 125 of 144



Section F-F'

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

		ORIGINAL SHEET SIZE A3	SHEET 125
JONATHAN TREVOR NEATE, VERSION			



Section G-G'

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

		ORIGINAL SHEET SIZE A3	SHEET 126
JONATHAN TREVOR NEATE, VERSION			

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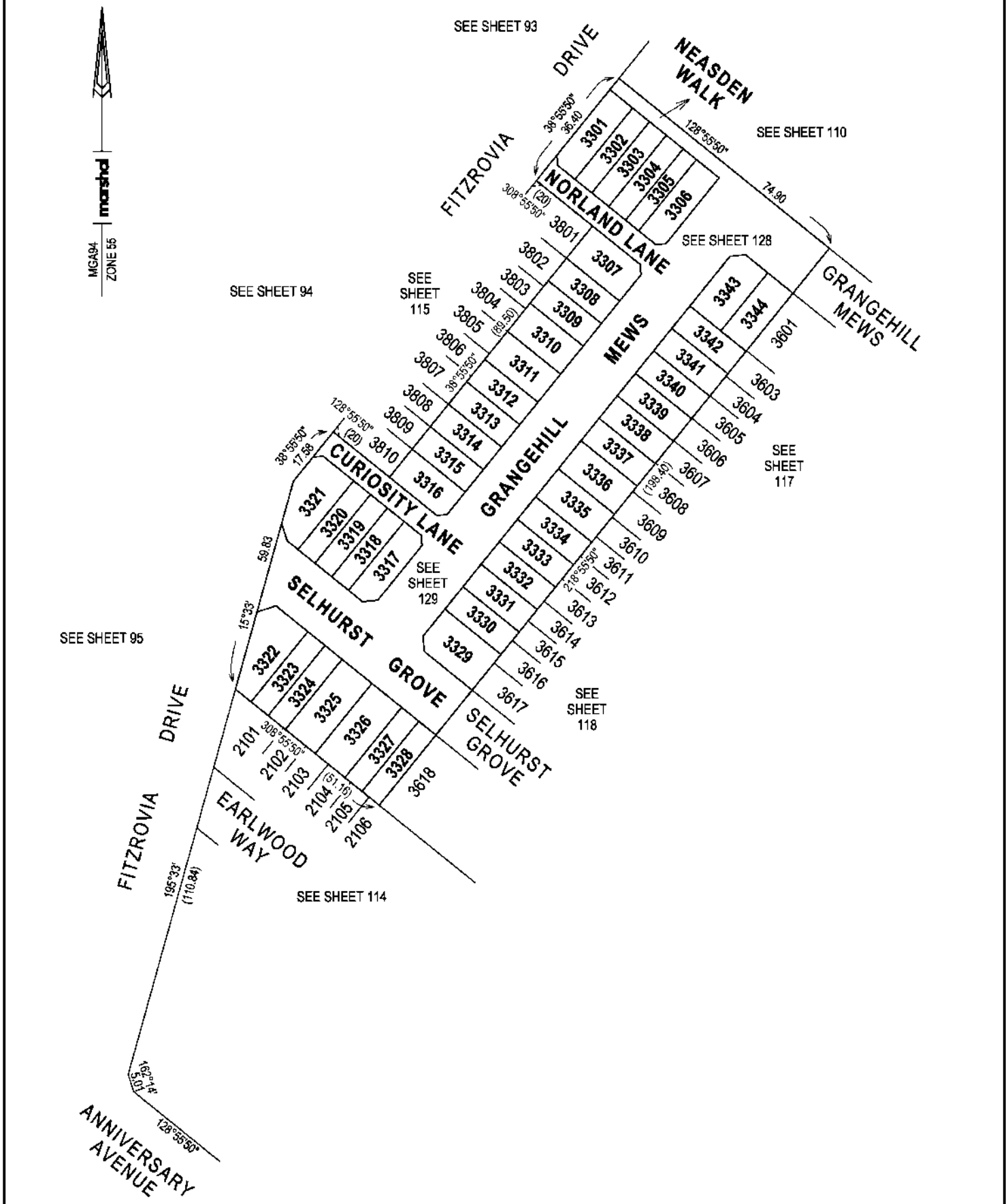
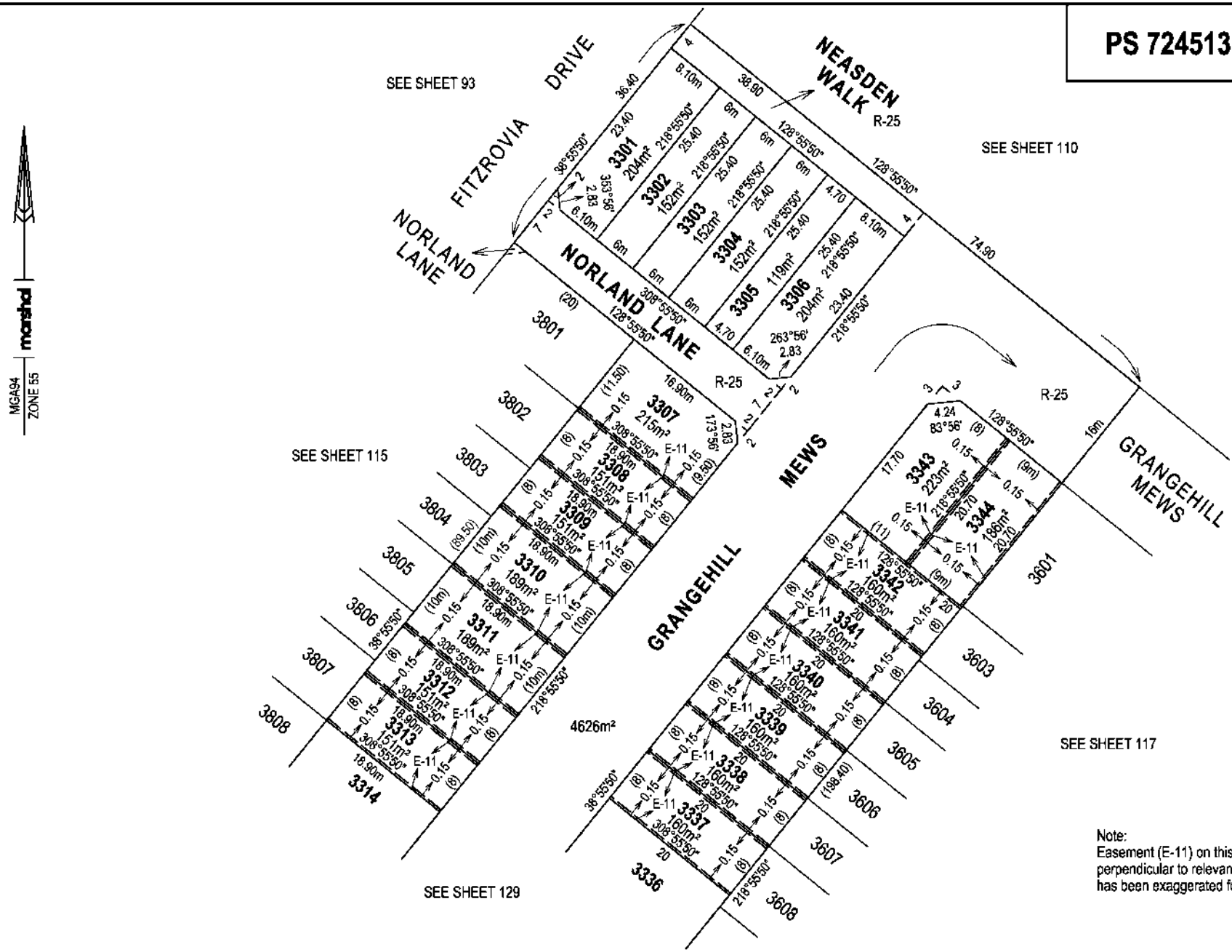
PS 724513H



marshal Suite 201, Level 2, 448 St Kilda Road Melbourne Victoria 3004 +61 3 9860 0380 marshallmelbourne hello@marshallmelbourne ABN 58 643 224 266	SCALE 1 : 1000	0 10 20 30 40 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 127
	JONATHAN TREVOR NEATE, VERSION		

PS 724513H



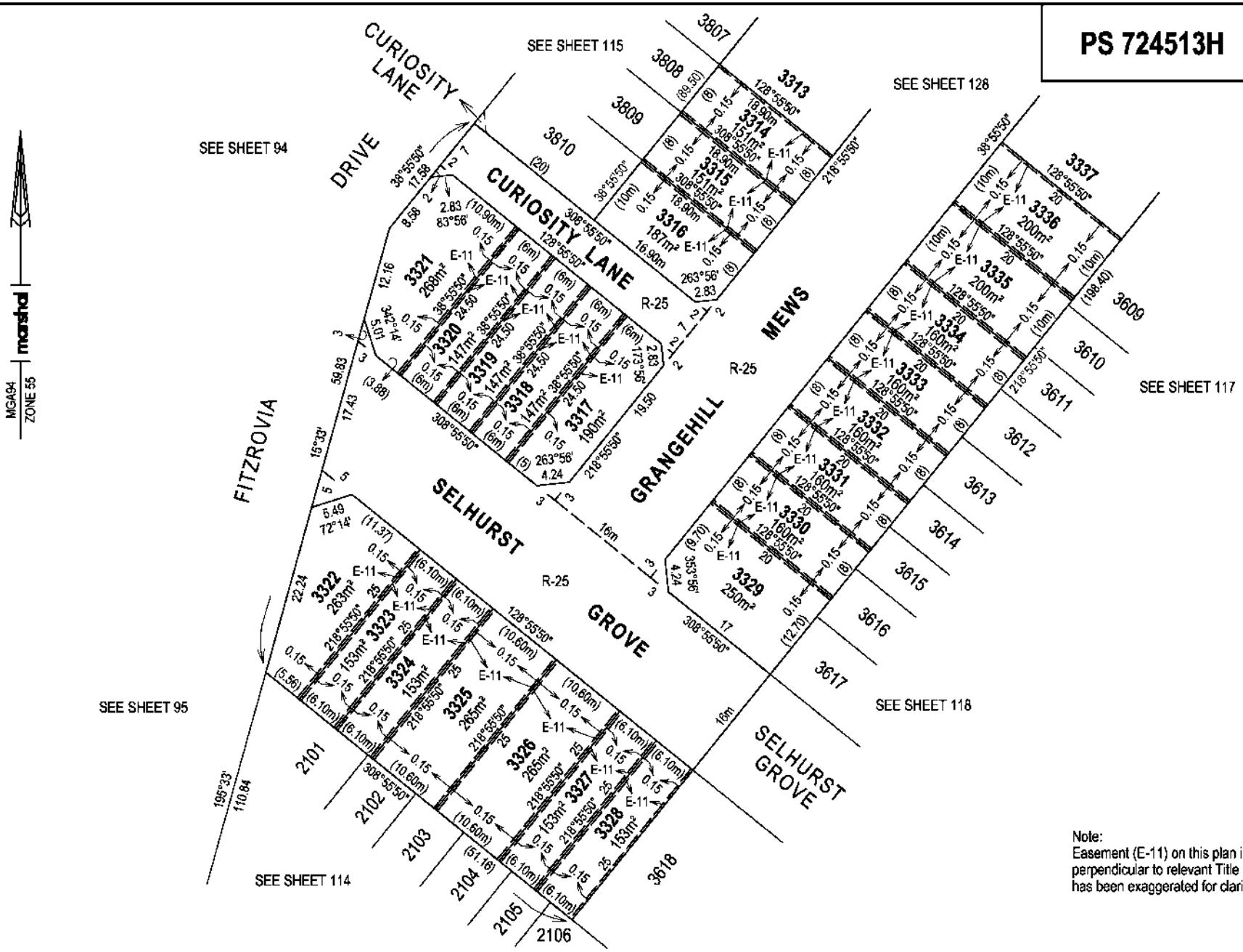
Note:
Easement (E-11) on this plan is parallel and perpendicular to relevant Title Boundaries and has been exaggerated for clarity purposes.

marshal
Suite 201, Level 2, 448 St Kilda Road Melbourne Victoria 3004
+61 3 9860 0380 marshall.melbourne
hello@marshall.melbourne ABN 58 643 224 766

SCALE 1 : 500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 128
JONATHAN TREVOR NEATE, VERSION			

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 128 of 144

PS 724513H



marshal Suite 201, Level 2, 448 St Kilda Road Melbourne Victoria 3004 +61 3 9860 0380 marshallmelbourne hello@marshallmelbourne ABN 58 643 224 766		SCALE 1 : 500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 129
		JONATHAN TREVOR NEATE, VERSION		

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 129 of 144

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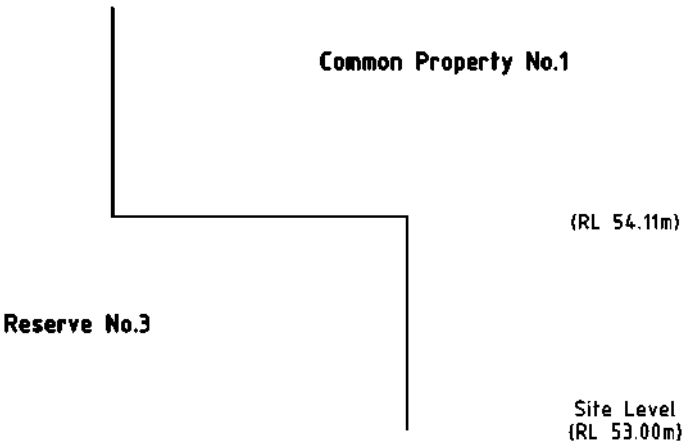
Plan Number
PS 724513H



Cross-Section A-A'
Typical for Boundary between Reserve No.3 and Common Property No.1.

Note: Reduced Levels (RL) are based upon Australian Height Datum via Werribee PM 8, RL 55.50m.

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644,
FAX (03) 5975 3946
SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE
PH.(03) 9860 0300

	ORIGINAL SHEET SIZE A3	SHEET 130
JONATHAN TREVOR NEATE VERSION		

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 131 of 144

Plan Number
PS 724513H

SUBDIVISION ACT 1988

CREATION OF RESTRICTION A

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

Land to benefit: All lots in the plan.

Land to be burdened: Lots 101 to 141 (Both Inclusive), 144 to 147 (Both Inclusive), 201 to 205 (Both Inclusive), 208 to 222 (Both Inclusive), 225 to 241 (Both Inclusive), 250 to 266 (Both Inclusive), 301 to 316 (Both Inclusive), 320 to 331 (Both Inclusive), 334 to 342 (Both Inclusive), 401, 404, 409, 410, 413 to 417 (Both Inclusive), 420 to 429 (Both Inclusive), 443 to 449 (Both Inclusive), 452 to 455 (Both Inclusive), 503 to 505 (Both Inclusive), 510 to 536 (Both Inclusive), 539 to 544 (Both Inclusive), 601 to 609 (Both Inclusive), 612 to 619 (Both Inclusive), 622, 625, 627 to 630 (Both Inclusive), 639 to 649 (Both Inclusive), 652, 653, 659 to 661 (Both Inclusive), 664, 701 to 711 (Both Inclusive), 720 to 737 (Both Inclusive), 743 to 749 (Both Inclusive), 803 to 814 (Both Inclusive), 818, 822 to 829 (Both Inclusive), 838 to 847 (Both Inclusive), 901, 909 to 918 (Both Inclusive), 920 to 934 (Both Inclusive), 938 to 944 (Both Inclusive), 1001 to 1016 (Both Inclusive), 1019 to 1022 (Both Inclusive), 1024, 1026 to 1048 (Both Inclusive), 1101 to 1113 (Both Inclusive), 1122 to 1151 (Both Inclusive), 1162 to 1172 (Both Inclusive), 1201 to 1205 (Both Inclusive), 1215, 1216, 1219 to 1226 (Both Inclusive), 1231 to 1236 (Both Inclusive), 1240, 1241, 1244 to 1246 (Both Inclusive), 1301 to 1312 (Both Inclusive), 1321 to 1334 (Both Inclusive), 1401 to 1406 (Both Inclusive), 1408 to 1414 (Both Inclusive), 1423 to 1427 (Both Inclusive), 1434 to 1437 (Both Inclusive), 1439 to 1443 (Both Inclusive), 1447, 1448, 1501 to 1515 (Both Inclusive), 1518, 1521, 1524, 1525, 1601 to 1614 (Both Inclusive), 1620 to 1634 (Both Inclusive), 1640 to 1658 (Both Inclusive), 1701 to 1725 (Both Inclusive), 1734 to 1736 (Both Inclusive), 1739 to 1742 (Both Inclusive), 1744, 1745, 1748 to 1759 (Both Inclusive), 1769, 1801 to 1811 (Both Inclusive), 1817 to 1850 (Both Inclusive), 1901 to 1907 (Both Inclusive), 1910, 1914 to 1931 (Both Inclusive), 1934 to 1944 (Both Inclusive), 2015 to 2019 (Both Inclusive), 2024 to 2028 (Both Inclusive), 2031 to 2035 (Both Inclusive), 2038 to 2042 (Both Inclusive) and 2046 to 2054 (Both Inclusive).

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan:

(i) Must not build or erect or allow to be built or erected any building or structure, other than a building or structure which shall be built or erected in accordance with the provisions of the Memorandum of Common Provisions (MCP) retained by the Registrar of Titles registered in Dealing No. AA2953 which Memorandum of Common Provisions (including Building Envelope Schedules within the instrument for PS 724513H, Stage 1, Stage 2, Stage 4, Stage 5, Stage 6, Stage 7, Stage 8, Stage 9, Stage 10, Stage 11, Stage 12, Stage 13, Stage 14, Stage 15, Stage 16, Stage 17, Stage 18, Stage 19, Stage 20 & Stage 32) is incorporated into and by this plan.

(ii) Shall not construct or allow to construct any more than one dwelling per lot.

(iii) Shall not allow any of the above restrictions to be changed or amended unless otherwise approved in writing by the Responsible Authority and the Design Assessment Panel care of Lotus Living at IBM Centre, Level 10, 60 City Road, Southbank.

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

WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3946
SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300

JONATHAN TREVOR NEATE VERSION

ORIGINAL SHEET SIZE A3

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 132 of 144

Plan Number
PS 724513H

SUBDIVISION ACT 1988

CREATION OF RESTRICTION B

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

Land to benefit: All lots in the plan.

Land to be burdened: Lots 142, 143, 206, 207, 223, 224, 242 to 249 (Both Inclusive), 317 to 319 (Both Inclusive), 332, 333, 402, 403, 405 to 408 (Both Inclusive), 411, 412, 418, 419, 430 to 442 (Both Inclusive), 450, 451, 501, 502, 506 to 509 (Both Inclusive), 537, 538, 610, 611, 620, 621, 623, 624, 626, 631 to 638 (Both Inclusive), 650, 651, 654 to 658 (Both Inclusive), 662, 663, 712 to 719 (Both Inclusive), 738 to 742 (Both Inclusive), 801, 802, 815 to 817 (Both Inclusive), 819 to 821 (Both Inclusive), 830 to 837 (Both Inclusive), 902 to 908 (Both Inclusive), 919, 935 to 937 (Both Inclusive), 1017, 1018, 1023, 1025, 1049, 1050, 1114 to 1121 (Both Inclusive), 1152 to 1161 (Both Inclusive), 1206 to 1214 (Both Inclusive), 1217, 1218, 1227 to 1230 (Both Inclusive), 1237 to 1239 (Both Inclusive), 1242, 1243, 1313 to 1320 (Both Inclusive), 1407, 1415 to 1422 (Both Inclusive), 1428 to 1433 (Both Inclusive), 1438, 1444 to 1446 (Both Inclusive), 1449, 1516, 1517, 1519, 1520, 1522, 1523, 1526 to 1532 (Both Inclusive), 1615 to 1619 (Both Inclusive), 1635 to 1639 (Both Inclusive), 1726 to 1733 (Both Inclusive), 1737, 1738, 1743, 1746, 1747, 1760 to 1768 (Both Inclusive), 1812 to 1816 (Both Inclusive), 1908, 1909, 1911 to 1913 (Both Inclusive), 1932, 1933, 2001 to 2014 (Both Inclusive), 2020 to 2023 (Both Inclusive), 2029, 2030, 2036, 2037, 2043 and 2044.

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan:

(i) Must not build or erect or allow to be built or erected any building or structure, other than a building or structure which shall be built or erected in accordance with the provisions of the Memorandum of Common Provisions (MCP) retained by the Registrar of Titles registered in Dealing No. AA2709 which Memorandum of Common Provisions is incorporated into and by this plan.

(ii) Shall not construct or allow to construct any more than one dwelling per lot.

(iii) Shall not allow any of the above restrictions to be changed or amended unless otherwise approved in writing by the Responsible Authority and the Design Assessment Panel care of Lotus Living at IBM Centre, Level 10, 60 City Road, Southbank.

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

NOTE: Lots 142, 143, 206, 207, 223, 224, 242 to 249 (Both Inclusive), 317 to 319 (Both Inclusive), 332, 333, 402, 403, 405 to 408 (Both Inclusive), 411, 412, 418, 419, 430 to 442 (Both Inclusive), 450, 451, 501, 502, 506 to 509 (Both Inclusive), 537, 538, 610, 611, 620, 621, 623, 624, 626, 631 to 638 (Both Inclusive), 650, 651, 654 to 658 (Both Inclusive), 662, 663, 712 to 719 (Both Inclusive), 738 to 742 (Both Inclusive), 801, 802, 815 to 817 (Both Inclusive), 819 to 821 (Both Inclusive), 830 to 837 (Both Inclusive), 902 to 908 (Both Inclusive), 919, 935 to 937 (Both Inclusive), 1017, 1018, 1023, 1025, 1049, 1050, 1114 to 1121 (Both Inclusive), 1152 to 1161 (Both Inclusive), 1206 to 1214 (Both Inclusive), 1217, 1218, 1227 to 1230 (Both Inclusive), 1237 to 1239 (Both Inclusive), 1242, 1243, 1313 to 1320 (Both Inclusive), 1407, 1415 to 1422 (Both Inclusive), 1428 to 1433 (Both Inclusive), 1438, 1444 to 1446 (Both Inclusive), 1449, 1516, 1517, 1519, 1520, 1522, 1523, 1526 to 1532 (Both Inclusive), 1615 to 1619 (Both Inclusive), 1635 to 1639 (Both Inclusive), 1726 to 1733 (Both Inclusive), 1737, 1738, 1743, 1746, 1747, 1760 to 1768 (Both Inclusive), 1812 to 1816 (Both Inclusive), 1908, 1909, 1911 to 1913 (Both Inclusive), 1932, 1933, 2001 to 2014 (Both Inclusive), 2020 to 2023 (Both Inclusive), 2029, 2030, 2036, 2037, 2043 and 2044 with reference to MCP AA2709 are Type A lots as per Wyndham City Council Planning permit WYP 7749/14.

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SUITE 4, LEVEL 6, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300

JONATHAN TREVOR NEATE VERSION

ORIGINAL SHEET SIZE A3

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 133 of 144

Plan Number
PS 724513H

SUBDIVISION ACT 1988

CREATION OF RESTRICTION C

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

Land to benefit: Lots 101 to 147 (Both Inclusive), 401 to 455 (Both Inclusive), 601 to 664 (Both Inclusive) and 801 to 847 (Both Inclusive).

Land to be burdened: Lots 101 to 147 (Both Inclusive), 401 to 455 (Both Inclusive), 601 to 664 (Both Inclusive) and 801 to 847 (Both Inclusive).

Description of Restriction:

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

(i) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot unless:

(A) copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Assessment Panel care of Lotus Living or such other entity as may be nominated by the Assessment Panel from time to time;

(B) the plans comply with the Design Guidelines and

(C) the Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans prior to the commencement of works;

(D) the building incorporates dual plumbing for recycled water supply for toilet flushing and garden watering use if it is to become available.

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

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644,
FAX (03) 5975 3946
SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE
PH.(03) 9860 0300

JONATHAN TREVOR NEATE VERSION

ORIGINAL SHEET SIZE A3

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 134 of 144

Plan Number
PS 724513H

SUBDIVISION ACT 1988

CREATION OF RESTRICTION D

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

Land to benefit: Lots 201 to 266 (Both Inclusive), 301 to 342 (Both Inclusive), 501 to 544 (Both Inclusive), 701 to 749 (Both Inclusive), 901 to 944 (Both Inclusive), 1001 to 1050 (Both Inclusive), 1101 to 1172 (Both Inclusive), 1201 to 1246 (Both Inclusive), 1301 to 1334 (Both Inclusive), 1401 to 1449 (Both Inclusive), 1501 to 1532 (Both Inclusive), 1601 to 1658 (Both Inclusive), 1701 to 1769 (Both Inclusive), 1801 to 1850 (Both Inclusive), 1901 to 1944 (Both Inclusive), 2001 to 2044 (Both Inclusive) and 2046 to 2054 (Both Inclusive).

Land to be burdened: Lots 201 to 266 (Both Inclusive), 301 to 342 (Both Inclusive), 501 to 544 (Both Inclusive), 701 to 749 (Both Inclusive), 901 to 944 (Both Inclusive), 1001 to 1050 (Both Inclusive), 1101 to 1172 (Both Inclusive), 1201 to 1246 (Both Inclusive), 1301 to 1334 (Both Inclusive), 1401 to 1449 (Both Inclusive), 1501 to 1532 (Both Inclusive), 1601 to 1658 (Both Inclusive), 1701 to 1769 (Both Inclusive), 1801 to 1850 (Both Inclusive), 1901 to 1944 (Both Inclusive), 2001 to 2044 (Both Inclusive) and 2046 to 2054 (Both Inclusive).

Description of Restriction:

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

(i) Build or cause to be built or allow to be built or allow to remain a dwelling, commercial building or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot unless:

(A) copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel care of Lotus Living or such other entity as may be nominated by the Design Assessment Panel from time to time;

(B) the plans comply with the Design Guidelines and

(C) the Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans prior to the commencement of works;

(D) the building incorporates dual plumbing for recycled water supply for toilet flushing and garden watering use if it is to become available.

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

WATSONS
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5 MAIN ST, MORNINGTON PH.(03) 5975 4644,
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SUITE 4, LEVEL 5, 440 ST KILDA RD, MELBOURNE
PH.(03) 9860 0300

JONATHAN TREVOR NEATE VERSION

ORIGINAL SHEET SIZE A3

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 135 of 144

Plan Number
PS 724513H

SUBDIVISION ACT 1988

CREATION OF RESTRICTION E

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

Land to benefit: Reserve No.2

Land to be burdened: Lots 101 to 137 (Both Inclusive), 144 to 147 (Both Inclusive), 217 to 237 (Both Inclusive), 257 to 264 (Both Inclusive), 401 to 455 (Both Inclusive), 501 to 544 (Both Inclusive), 601 to 664 (Both Inclusive), 701 to 749 (Both Inclusive), 801 to 847 (Both Inclusive), 901 to 944 (Both Inclusive), 1001, 1002 and 1005 to 1050 (Both Inclusive).

Description of Restriction:

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

(i) Build or cause to be built or allow to be built or allow to remain a building or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot that may be deemed as sensitive use under Australian Standard - AS 2885.
This includes the following:

(A) Creation of education centre, hospital, corrective institution, high density residential above three storeys in height, major commercial or other sensitive uses as determined by Australian Standard - AS 2885.

(ii) Allow any of the above restriction to be changed or amended unless otherwise approved in writing by the Responsible Authority.

This restriction shall expire at the time of discontinue use of nearby high pressure gas transmission pipeline.

WATSONS
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PH.(03) 9650 0300

JONATHAN TREVOR NEATE VERSION

ORIGINAL SHEET SIZE A3

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 136 of 144

Plan Number
PS 724513H

SUBDIVISION ACT 1988

CREATION OF RESTRICTION F

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

Land to benefit: Reserve No.2

Land to be burdened: Lots 1101 to 1172 (Both Inclusive), 1201 to 1246 (Both Inclusive), 1301 to 1334 (Both Inclusive), 1401 to 1449 (Both Inclusive), 1501 to 1532 (Both Inclusive), 1601 to 1658 (Both Inclusive), 1701 to 1769 (Both Inclusive), 2001 to 2014 (Both Inclusive) and D.

Description of Restriction:

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

(i) Build or cause to be built or allow to be built or allow to remain a dwelling, commercial building or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot that may be deemed as sensitive use under Australian Standard - AS 2885. This includes the following:

(A) Creation of education centre, hospital, corrective institution, high density residential above three storeys in height, major commercial or other sensitive uses as determined by Australian Standard - AS 2885.

(ii) Allow any of the above restriction to be changed or amended unless otherwise approved in writing by the Responsible Authority.

This restriction shall expire at the time of discontinued use of nearby high pressure gas transmission pipeline.

WATSONS
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SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE
PH.(03) 9650 0300

ORIGINAL SHEET SIZE A3

JONATHAN TREVOR NEATE VERSION

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 137 of 144

Plan Number
PS 724513H

SUBDIVISION ACT 1988

CREATION OF RESTRICTION G

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

Land to benefit: Reserve No.2, PS 724513H, Stage 1

Land to be burdened: Lots A, B & D

Description of Restriction:

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

(i) Use the land for any other purpose than that in accordance with Planning Permit WYP 9966/17.

(ii) Carry out works, build or cause to be built or allow to be built any building, addition or structure including landscaping that is not in accordance with plans endorsed under Planning Permit WYP 9966/17.

(ii) Allow any of the above restrictions to be changed or amended unless otherwise approved in writing by the Responsible Authority.

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644,
FAX (03) 5975 3946
SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE
PH.(03) 9860 0300

ORIGINAL SHEET SIZE A3

JONATHAN TREVOR NEATE, VERSION

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 138 of 144

SUBDIVISION ACT 1988

CREATION OF RESTRICTION H

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

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Burdened Land: Lots 3701 to 3711 (Both Inclusive).

Benefited Land: All lots in the plan.

The burdened land cannot be used except in accordance with the provisions recorded in MCP AA 2709.
Expiry Date: 30 June 2029.
NOTE: Burdened land with reference to MCP AA 2709 are type A lots as per Wyndham City Council Planning Permit WYP 7749/14.

SUBDIVISION ACT 1988

CREATION OF RESTRICTION I

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

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Burdened Land: Lots 3701 to 3711 (Both Inclusive).

Benefited Land: All lots in the plan.

Shall not construct more than one dwelling per lot.
Shall not build or carryout improvements without approval of the Design Assessment Panel care of Lotus Living at IBM Centre, Level 10, 60 City Road, Southbank or such other entity as may be nominated by the Design Assessment Panel.
Shall not construct a dwelling or commercial building on any lots allotment, unless the building incorporates dual plumbing for recycled water supply for toilet flushing and garden watering use if it is to become available.
Shall not allow any of the restriction to be changed or amended unless otherwise approved in writing by the Responsible Authority and the Design Assessment Panel care of Lotus Living at IBM Centre, Level 10, 60 City Road, Southbank.
Expiry Date: 30 June 2029.

SUBDIVISION ACT 1988

CREATION OF RESTRICTION J

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

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Burdened Land: Lots 3701 to 3711 (Both Inclusive).

Benefited Land: Reserve No.2, PS 724513H

Shall not build or cause to be built or allow to be built or allow to remain a dwelling, commercial building or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot that may be deemed as sensitive use under Australian Standard - AS 2885. This includes such uses as: Creation of education centre, hospital, corrective institution, high density residential above three storeys in height and major commercial.
Shall not allow any of the above restriction to be changed or amended unless otherwise approved in writing by the Responsible Authority.
Expiry Date: The time of discontinued use of the nearby high pressure gas transmission pipeline.

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 139 of 144

SUBDIVISION ACT 1988

CREATION OF RESTRICTION K

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

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Burdened Land: Lot 2144.

Benefited Land: All lots in the plan.

The burdened land cannot be used except in accordance with the provisions recorded in MCP AA 7306.
Expiry Date: 30 June 2032.

SUBDIVISION ACT 1988

CREATION OF RESTRICTION L

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

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Burdened Land: Lots 2101 to 2122 (Both inclusive), 2124 to 2143 (Both inclusive), 3301 to 3344 (Both Inclusive), 3601 to 3646 (Both Inclusive) and 3801 to 3810 (Both inclusive).

Benefited Land: All lots in the plan.

The burdened land cannot be used except in accordance with the provisions of the Small Lot Housing Code.
Expiry Date: 30 June 2032.
NOTE: Lots 2101 to 2122 (Both inclusive), Lots 2124 to 2143 (Both inclusive), Lots 3301 to 3344 (Both Inclusive), Lots 3601 to 3646 (Both Inclusive) and Lots 3801 to 3810 (Both inclusive) with reference to the Small Lot Housing Code are type A lots, as per Wyndham City Council Planning Permit WYP 7749/14.

SUBDIVISION ACT 1988

CREATION OF RESTRICTION M

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

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Burdened Land: Lots 2101 to 2122 (Both inclusive) and Lots 2124 to 2144 (Both inclusive).

Benefited Land: All lots in the plan.

Shall not construct more than one dwelling per lot.
Shall not build or carryout improvements without approval of the Design Assessment Panel care of Lotus Living at PO Box 6653, Point Cook, VIC, 3030 or such other entity as may be nominated by the Design Assessment Panel.
Shall not construct a dwelling or commercial building on any lots allotment, unless the building incorporates dual plumbing for recycled water supply for toilet flushing and garden watering use if it is to become available.
Shall not allow any of the restriction to be changed or amended unless otherwise approved in writing by the Responsible Authority and the Design Assessment Panel care of Lotus Living at PO Box 6653, Point Cook, VIC, 3030.
Shall not construct on dual frontage lots unless the building accords with the dual frontage lots Guidelines, as endorsed in Wyndham City Council Planning Permit WYP7749/14.
Expiry Date: 30 June 2032.

SUBDIVISION ACT 1988

CREATION OF RESTRICTION N

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

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Burdened Land: Lots 2101 to 2112 (Both Inclusive) and 2127 to 2144 (Both Inclusive).

Benefited Land: Reserve No.2, PS 724513H Stage 1.

Shall not build or cause to be built or allow to be built or allow to remain a dwelling, commercial building or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot that may be deemed as sensitive use under Australian Standard - AS 2885. This includes such uses as: Creation of education centre, hospital, corrective institution, high density residential above three storeys in height and major commercial.
Shall not allow any of the above restriction to be changed or amended unless otherwise approved in writing by the Responsible Authority.
Expiry Date: The time of discontinued use of the nearby high pressure gas transmission pipeline.

SUBDIVISION ACT 1988

CREATION OF RESTRICTION O

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

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Burdened Land: Lots 2117 to 2122 (Both Inclusive).

Benefited Land: All lots in the plan.

Shall not place waste bins in any other location other than designated collection bin pads, constructed adjacent to the eastern side of Lot 2133.
Shall not allow any of the restriction to be changed or amended unless otherwise approved in writing by the Responsible Authority and the Assessment Panel care of Lotus Living.

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SUBDIVISION ACT 1988

CREATION OF RESTRICTION P

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

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Burdened Land: Lots 3301 to 3344 (Both Inclusive), 3601 to 3646 (Both Inclusive) and 3801 to 3810 (Both Inclusive).

Benefited Land: All lots in the plan.

Shall not construct more than one dwelling per lot.
Shall not build or carryout improvements without approval of the Design Assessment Panel care of Lotus Living at PO Box 6653, Point Cook, VIC, 3030 or such other entity as may be nominated by the Design Assessment Panel.
Shall not construct a dwelling or commercial building on any lots allotment, unless the building incorporates dual plumbing for recycled water supply for toilet flushing and garden watering use if it is to become available.
Shall not allow any of the restriction to be changed or amended unless otherwise approved in writing by the Responsible Authority and the Design Assessment Panel care of Lotus Living at PO Box 6653, Point Cook, VIC, 3030.
Expiry Date: 30 June 2032.

SUBDIVISION ACT 1988

CREATION OF RESTRICTION Q

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

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Burdened Land: Lots 3301 to 3344 (Both Inclusive), 3601 to 3646 (Both Inclusive) and 3801 to 3810 (Both Inclusive).

Benefited Land: Reserve No.2, PS 724513H

Shall not build or cause to be built or allow to be built or allow to remain a dwelling, commercial building or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot that may be deemed as sensitive use under Australian Standard - AS 2885. This includes such uses as: Creation of education centre, hospital, corrective institution, high density residential above three storeys in height and major commercial.
Shall not allow any of the above restriction to be changed or amended unless otherwise approved in writing by the Responsible Authority.
Expiry Date: The time of discontinued use of the nearby high pressure gas transmission pipeline.

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 141 of 144

SUBDIVISION ACT 1988

CREATION OF RESTRICTION R

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

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Burdened Land: Lots 2201A, 2201B, 3901A and 3901B.

Benefited Land: All lots in the plan.

Shall not construct more than one dwelling per lot.

Shall not build or carryout improvements without approval of the Design Assessment Panel care of Lotus Living at PO Box 6653, Point Cook, VIC, 3030 or such other entity as may be nominated by the Design Assessment Panel.

Boundary fencing to be no more than 1.2m in height, forward of the front wall of dwelling on corner lots.

Shall not construct a dwelling or commercial building on any lots allotment, unless the building incorporates dual plumbing for recycled water supply for toilet flushing and garden watering use if it is to become available.

Shall not allow any of the restriction to be changed or amended unless otherwise approved in writing by the Responsible Authority and the Design Assessment Panel care of Lotus Living at PO Box 6653, Point Cook, VIC, 3030.

Expiry Date: 30 June 2029.

SUBDIVISION ACT 1988

CREATION OF RESTRICTION S

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

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Burdened Land: Lots 2201A, 2201B, 3901A and 3901B.

Benefited Land: All lots in the plan.

Shall not build, or cause to be built, or allow to be built any dwelling other than a builder nominated by Lotus Oaks Developments Pty Ltd.

This restriction shall not be amended, unless with written consent of the Design Assessment Panel care of Lotus Living at PO Box 6653, Point Cook, VIC, 3030.

Expiry Date: 30 June 2029.

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 142 of 144

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS724513H

MASTER PLAN (STAGE 1) REGISTERED DATE 11/05/2016 TIME 2:42 pm

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

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S3	LOTS 201 - 266 , S4, S5 , R3 AND RESERNE NO.5	STAGE PLAN	PS724513H/S2	03/06/16	2	W.S.
LOT S4	LOTS 501-544 AND S6 AND ROAD R4 AND RESERVE 6	STAGE PLAN	PS724513H/S5	06/10/16	3	RGM
LOT 6	LOTS 601 TO 664, ROAD R-5, RESERVE 7 TO 9	STAGE PLAN	PS724513H/S6	25/11/16	4	C.T
LOT S7	LOT 701 - 749, S8 ROAD R-6, RES. No.10	STAGE PLAN	PS724513H/S7	13/01/17	5	RH
LOT S5 & S8	LOT 801-847, LOT S9 & S30, ROAD R7 & RESERVE NO.11, NO.12 & NO.13	STAGE PLAN	PS724513H/S8	17/02/17	6	CV
LOT S9	LOTS 401-455, S10-S12, ROAD R8 & RES15-RES17	STAGE PLAN	PS724513H/S4	30/05/17	7	H.T
LOT S10	LOTS 901 - 944, S13 AND ROAD R9	STAGE PLAN	PS724513H/S9	16/06/17	8	YL
—	—	RECTIFICATION	AN977747G	27/06/17	9	YL
LOT S13	LOTS 1001-1050, S14, ROAD R10 AND RESERVE 19	STAGE PLAN	PS724513H/S10	18/07/17	10	RGM
LOT S14	LOTS 1201-1246, S18 AND ROAD R11	STAGE PLAN	PS724513H/S12	25/09/17	11	RGM
LOT S18	LOTS 1301-1334, S19, ROAD R12 AND RESERVE 20	STAGE PLAN	PS724513H/S13	25/09/17	11	RGM
LOT S30	LOT S31, LOT S32, & RES. NO. 30	STAGE PLAN	PS 724513H/S30	16/03/18	12	B.J.S.
LOT S19	LOTS1501-1532,S20,ROAD R13 AND RESERVE NO.22	STAGE PLAN	PS724513H/S15	17/05/18	13	GV
LOT S20	LOTS 1601-1658, S21, R14, RESERVE NO.23 & 24	STAGE PLAN	PS724513H/S16	29/05/18	14	C.A.G.
LOTS S21	LOTS 1801-1850, S22 & R15	STAGE PLAN	PS724513H/S18	08/06/18	15	H.L.
		RESTRICTION "E" & "F" AMENDED		21/06/18	16	C.A.G.
LOT S22	LOTS 1101 TO 1172 RESERVES 25 TO 27 S23 & ROAD R16	STAGE PLAN	PS724513H/S11	18/10/18	17	IRM

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 143 of 144

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

A FOLIO HAS BEEN CREATED FOR THE COMMON PROPERTY ON THIS PLAN BEING VOL 11653 FOL 762

MASTER PLAN (STAGE 1) REGISTERED DATE 11/05/2016 TIME 2:42 pm

PLAN NUMBER

PS724513H

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

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S2	LOTS A,B,C, RESERVE No's. 37,38,39 AND COMMON PRPOERTY NO. 2	STAGE PLAN	PS724513H/S31	21/01/19	18	A.R.T.
LOT S23	LOTS 1401-1449, S24, ROAD R17 & RES 28	STAGE PLAN	PS724513H/S14	30/04/19	19	LJW
LOT S31	LOT S35 AND RES NO. 33	STAGE PLAN	PS724513H/S35	15/05/19	20	H.T
LOTS S24 & S32	LOTS 301 - 342, S29, S33, S36, S37, S38 & ROAD R19	STAGE PLAN	PS724513H/S32	31/05/19	21	RH
LOT 301		RECTIFICATION - AMENDMENT OF DISTANCE ON SE BOUNDARY OF LOT 301 FROM 26.20 TO 27 m.	AS252852C	15/07/19	22	RH
S29	LOTS 1701 TO 1769, R18, RES34 AND RES35	STAGE PLAN	PS724513H/S17	02/08/19	23	HT
LOT S25	LOTS 1901 -1944 S26, ROAD R20 RESERVE No. 42	STAGE PLAN	PS724513H/S19	9/12/19	24	RH
COMMON PROPERTY NO. 2	E-12	CREATION OF EASEMENT	AT087682T	22/04/20	25	CG26
LOT C	LOT D AND ADDITIONAL COMMON PROPERTY NO.2	AMENDMENT SECTION 32	PS724513H/D1	30/04/20	26	M.H
LOT S36	LOTS 3701 TO 3711,S41 AND ROAD R23	STAGE PLAN	PS724513H/S37	06/08/20	27	KL
LOT S20	LOTS 2001 TO 2054,S27,S39,S40,ROAD R21 AND RESERVE'S 36 AND 40	STAGE PLAN	PS724513H/S20	06/08/20	27	M.H
LOT S37	LOTS 2101-2122, 2124-2144, RES NO. 41 & ROAD R22	STAGE PLAN	PS724513H/S21	29/06/21	28	PTM
LOT S38	LOTS S42, 3801-3810 & ROAD R24	STAGE PLAN	PS724513H/S38	16/08/21	29	KL
LOT S41	LOTS 3601-3646, RD R-26	STAGE PLAN	PS724513H/S36	18/05/22	30	R.D.
LOT S40	LOTS 2201A, 2201B & COMMON PROPERTY NO.4	STAGE PLAN	PS724513H/S22	21/07/22	31	R.I.
LOT S39	LOTS 3901A, 3901B & COMMON PROPERTY NO.3	STAGE PLAN	PS724513H/S39	21/07/22	31	R.I.
LOT 1933 AND LOT 1934	LOT 1933A AND LOT 1934A	AMENDMENT SECTION 32	PS724513H/D2	02/12/22	32	R.J.M

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 144 of 144

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS724513H

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TGM

AQ142031K
14/08/2017 $94.60 173

Form 18

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

Section 181 Planning and Environment Act 1987

Lodged by

Name: Maddocks

Phone:

Address:

Ref:

Customer Code: 1167E

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

Land: The land described in Certificates of Title volume 11653 folio 760, ~~volume 11660 folio 815, volume 11854 folio 977 and volume~~ 11854 folio 978, Volume 11982 Folio 931, Volume 11882 Folio 932 and Volume 11899 Folio 091

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

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

A copy of the agreement is attached to this application.

Signature for the Authority:

Name of officer: Kelly Grigsby

Office held: CEO

Date: 8/5/17

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 2 of 23

Maddocks

AQ142031K
14/08/2017 $94.60 173

Date / /

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: Jubilee Estate 772 Ballan Road, Wyndham Vale

Purpose: WIK Agreement

City of Wyndham

and

Lotus Oaks Pty Ltd ACN 007 080 177

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 3 of 23

AQ142031K
14/06/2017 $94.60 173

Contents

1. Definitions 5

2. Interpretation 7

3. Purposes of Agreement 7

4. Reasons for Agreement 8

5. Payment of Development Infrastructure Levy 8

6. Works in kind – Infrastructure Projects 8

6.1 Construction of Infrastructure Projects 8
6.2 Infrastructure Project Value 8

7. Land Projects 8

7.1 Transfer or vesting of Land Project 8
7.2 Agreed Land Value 8

8. Credit and processing of credits 9

8.1 Credit 9

9. Localised Infrastructure 10

10. Further obligations of the Parties 10

10.1 Notice and registration 10
10.2 Further actions 10
10.3 Fees 10
10.4 Council's costs to be paid 11
10.5 Time for determining satisfaction 11
10.6 Interest for overdue money 11

11. Agreement under section 173 of the Act 11

12. Owner's warranties 11

13. Successors in title 12

14. General matters 12

14.1 Notices 12
14.2 No waiver 12
14.3 Severability 12
14.4 No fettering of Council's powers 12
14.5 Inspection of documents 12
14.6 Counterparts 12
14.7 Governing law 13

15. GST 13

16. Commencement of Agreement 13

18. Ending of Agreement 13

Schedule 1 15

Schedule 2 16

Schedule 3 17

Schedule 4 18

Schedule 5 19

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 4 of 23

AQ142031K
14/08/2017 $94.60 173

Schedule 6 20
Schedule 7 21

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 5 of 23

Agreement under section 173 of the Planning and Environment Act 1987

Dated / /

AQ142031K
14/06/2017 $94.60 173

Parties

Name	**Wyndham City Council**
Address	Civic Centre, 45 Princes Highway, Werribee, Victoria 3030
Short name	**Council**

Name	**Lotus Oaks Pty Ltd ACN 007 080 177**
Address	Level 10, 60 City Road, Southbank VIC 3006
Short name	**Owner**

Background

A. Council is the responsible authority for the Planning Scheme.

B. Council is also the collecting agency and the development agency under the Development Contributions Plan.

C. Council enters into this Agreement in its capacity as the responsible authority and the collecting agency.

D. The Owner is the registered proprietor of the Subject Land.

E. The Development Contributions Plan applies to the Subject Land. It specifies the contributions required to fund infrastructure necessary as a result of development of the area for urban purposes.

F. The Planning Permit contains condition 6 which requires the Owner to enter into an Agreement under Section 173 of the Planning and Environment Act providing for:

F.1 payment of development contributions;

F.2 payment of the public open space contributions pursuant to clause 52.01 of the Planning Scheme;

F.3 implementation of an approved public infrastructure plan; and

F.4 details of the owners corporation agreement for the management of common property.

This Agreement deals with items F.1 and F.3 only.

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 6 of 23

G. The Owner, with Council's permission, has:

G.1 carried out the Infrastructure Project which is funded by the Development Contributions Plan; and

G.2 vested in VicRoads the Land Project.

H. Council has agreed that the Owner will receive a Credit against its development contribution liability under the Development Contributions Plan for having carried out the Infrastructure Project and vested in VicRoads the Land Project.

I. As at the date of this Agreement, the Subject Land is subject to a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

The Parties agree:

AQ142031K
14/08/2017 $94.60 173

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act* 1987.

Agreed Land Value means the Agreed Land Value specified in Schedule 3.

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

Consent Fee means the fee specified as secondary consent fee on Council's internet web site which is payable by a person to Council for deciding whether to give consent for anything an agreement or a permit provides must not be done without Council's consent.

Credit means a credit in the amount of the Infrastructure Project Value or the Agreed Land Value as the case may be against the Owner's Development Infrastructure Levy liability for the Subject Land.

Current Address means:

- for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

- the Council email address listed on Council's website; and
- for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Development Agency and **Collecting Agency** have the same meaning as in the Act.

Development Contributions Plan means the Wyndham West Development Contributions Plan, being an incorporated document in the Planning Scheme.

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 7 of 23

Development Infrastructure Levy means the development infrastructure levy that is required to be paid upon development of the Subject Land calculated and adjusted in accordance with the Development Contributions Plan.

GST Act means the *New Tax System (Goods and Services Tax) Act 1999* (Cwlth), as amended from time to time.

Indexation means an adjustment to an amount carried out in accordance with the method set out in the Development Contributions Plan.

Infrastructure Project means the project delivered by the Owner identified in the relevant column of the table to Schedule 2.

Infrastructure Project Value means the Infrastructure Project Value specified in the relevant column of the table in Schedule 2.

Land Project means the land project described in Schedule 3.

Localised Infrastructure means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local roads, bridges, culverts and other water crossings, any required associated traffic control measures and devices together with the associated land. For the purposes of this Agreement, Localised Infrastructure does not include the infrastructure required for the Infrastructure Projects or other infrastructure that is in the nature of regional or state infrastructure.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

Neighbourhood 2 Land means the land described in Schedule 6.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of the Subject Land and includes any Mortgagee-in-possession but does not mean the Owner of a Residential Lot.

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

Plan of Subdivision means a plan of subdivision which creates an additional lot which can be disposed of separately or which is intended to be used for a dwelling or which can be re-subdivided.

Planning Permit means the planning permit specified in Schedule 6 as amended from time to time.

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

Residential Lot means a lot created by subdivision of the Subject Land which, in the opinion of Council, is of a size and dimension intended to be developed as a housing lot without further subdivision.

Satisfaction Fee means a fee specified as secondary consent fee on Council's internet web site which is payable by a person to Council for deciding whether any one of obligation in a permit, agreement or any other requirement has been undertaken to Council's satisfaction.

Schedule means a schedule to this Agreement.

AQ142031K
14/08/2017 $94.60 173

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 8 of 23

Stage is a reference to a stage of subdivision of the Subject Land.

Statement of Compliance means a Statement of Compliance under the *Subdivision Act 1988*.

Subject Land means the land described in Schedule 6 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

VicRoads means Roads Corporation ABN 61 760 960 480 trading as VicRoads.

2. Interpretation

AQ142031K
14/09/2017 $94.60 173

In this Agreement unless the context admits otherwise:

2.1 the singular includes the plural and vice versa;

2.2 a reference to a gender includes all genders;

2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;

2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;

2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;

2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;

2.7 the Background forms part of this Agreement;

2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and

2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

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

3.1 enable the Owner to satisfy Condition 6 of the Planning Permit;

3.2 record the terms and conditions on which Council agrees to provide a Credit to the Owner against its Development Infrastructure Levy for having undertaken the Infrastructure Project and the Land Project; and

3.3 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 9 of 23

AQ142031K
14/08/2017 $94.60 173

4. Reasons for Agreement

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

4.1 to enable the Owner to satisfy Condition 6 of the Planning Permit;

4.2 Council would not have consented to the Owner undertaking the Infrastructure Project and transferring or vesting the Land Project without requiring this Agreement; and

4.3 the Owner has elected to enter into this Agreement in order to record Council's agreement to provide a Credit to the Owner against its Development Infrastructure Levy for having carried out the Infrastructure Project as works in lieu and vested the Land Project as land in lieu.

5. Payment of Development Infrastructure Levy

The Parties agree that the Owner must pay the Development Infrastructure Levy in cash on a stage-by-stage basis but that payment will be reduced by $250,000 in respect of each Stage for which the Owner seeks Statement of Compliance until the Credit has been exhausted.

6. Works in kind – Infrastructure Projects

6.1 Construction of Infrastructure Projects

Council agrees that the Infrastructure Project has been completed to the satisfaction of Council in its capacity as Development Agency.

6.2 Infrastructure Project Value

The Owner covenants and agrees that the Infrastructure Project Value is a fixed non-variable amount subject only to Indexation.

7. Land Projects

7.1 Transfer or vesting of Land Project

Council agrees that the Owner has vested in VicRoads the Land Project:

7.1.1 free of all encumbrances and any structure, debris, waste, refuse and contamination, except as agreed by Council;

7.1.2 with all services available as specified in the relevant column of Schedule 3; and

7.1.3 in a condition that is to the satisfaction of Council in its capacity as Development Agency.

7.2 Agreed Land Value

The Owner acknowledges and agrees that:

7.2.1 the Agreed Land Value:

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 10 of 23

(a) is an amount determined by reference only to the land value ascribed to the Land Project in accordance with the Development Contributions Plan and is fixed and non-variable subject only to revaluation up to the date of commencement of this Agreement;

(b) is deemed to include all transfer costs, costs of plans of subdivision, registration fees and the like and any other amount specifically agreed to in writing by Council;

(c) replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of the Land Project; and

7.2.2 upon payment being made in accordance with this Agreement whether as a monetary amount or by a Credit in respect of the Agreed Land Value, no other compensation is to be paid to the Owner for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of the Land Project.

AQ142031K
14/08/2017 $94.60 173

8. Credit and processing of credits

8.1 Credit

The Parties agree that:

8.1.1 the Owner will be entitled to a Credit for the Infrastructure Project Value from the commencement of this Agreement;

8.1.2 the Owner will be entitled to a Credit for the Agreed Land Value from the commencement of this Agreement;

8.1.3 the amount of Credit identified in Clauses 8.1.1 and 8.1.2 is the estimated cost of the relevant Infrastructure Project or Land Project as the case may be as set out in the Development Contributions Plan which, in the case of the:

(a) Infrastructure Project, is indexed in accordance with the Development Contributions Plan up to the date of commencement of this Agreement and will not be adjusted further; and

(b) Land Project, is subject to revaluation in accordance with the Development Contributions Plan up to the date of commencement of this Agreement;

8.1.4 the Owner will pay the Development Infrastructure Levy in cash prior to the issue of a Statement of Compliance, but that the payment will be reduced by $250,000 in respect of each Stage for which the Owner seeks a Statement of Compliance, until the Credit has been exhausted;

8.1.5 prior to the issue of a Statement of Compliance by Council for a Stage, Council must:

(a) calculate the Development Infrastructure Levy payable for such Stage(s) as at that date; and

(b) reduce the Development Infrastructure Levy payable by $250,000 and deduct $250,000 from the Credit until the Credit has been exhausted;

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 11 of 23

8.1.6 notwithstanding the above provisions of this clause 8.1 and the timing of the Credit instalments, if the total Credit that the Owner is entitled to under this Agreement is not exhausted by the time the Owner pays the Development Infrastructure Levy for the last Stage within the Subject Land:

(a) Council will apply any surplus amount of Credit to be offset against the development infrastructure levy payable for the Neighbourhood 2 Land; and

(b) the Parties agree to use their best endeavours to amend this Agreement or enter in to a new agreement providing for the development infrastructure levy for the Neighbourhood 2 Land including any surplus amount to be applied to the development infrastructure levy for the Neighbourhood 2 Land.

9. Localised Infrastructure

The Parties acknowledge and agree that:

9.1 this Agreement relates only to the infrastructure that is funded by the Development Contributions Plan and not Localised Infrastructure; and

9.2 compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.

AQ142031K
14/08/2017 $94.60 173

10. Further obligations of the Parties

10.1 Notice and registration

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

10.2 Further actions

The Owner covenants and agrees that the Owner:

10.2.1 must do all things necessary to give effect to this Agreement;

10.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act; and

10.2.3 agrees to do all things necessary to enable Council to do so, including:

(a) sign any further agreement, acknowledgment or document; and

(b) obtain all necessary consents to enable the recording to be made.

10.3 Fees

The Owner covenants and agrees that within 14 days of a written request for payment, the Owner must pay to Council any:

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10.3.1 Satisfaction Fee; or

10.3.2 Consent Fee,

as required.

10.4 Council's costs to be paid

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

10.4.1 drafting, finalising, signing, and recording this Agreement;

10.4.2 drafting, finalising and recording any amendment to this Agreement; and

10.4.3 drafting, finalising and recording any document to give effect to the ending of this Agreement.

10.5 Time for determining satisfaction

AQ142031K
14/08/2017 $94.60 173

If Council makes a request for payment of:

10.5.1 a fee under clause 10.3; or

10.5.2 any costs or expenses under clause 10.4,

the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

10.6 Interest for overdue money

The Owner agrees that:

10.6.1 the Owner must pay to Council interest in accordance with the rate used for the purposes of section 172 of the *Local Government Act* 1989 on any amount due under this Agreement that is not paid by the due date.

10.6.2 if interest is owing, Council will apply any payment made first towards interest and then any balance of the payment will be applied to the principal amount.

11. Agreement under section 173 of the Act

The Parties agree that without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

12. Owner's warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 13 of 23

13. Successors in title

The Owner covenants and agrees that until such time as a memorandum of this Agreement is recorded on the certificate of titles of the Subject Land, the Owner must require successors in title to:

13.1 give effect to this Agreement; and

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

AQ142031K
14/08/2017 $94.60 173

14. General matters

14.1 Notices

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

14.1.1 personally on the other Party;

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

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

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

14.2 No waiver

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

14.3 Severability

The Parties agree that if a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

14.4 No fettering of Council's powers

The Owner acknowledges agrees that this Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

14.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

14.6 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 14 of 23

14.7 Governing law

The Parties agree that this Agreement is governed by and is to be construed in accordance with the laws of Victoria.

15. GST

15.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.

15.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

15.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 15.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

15.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 15.3.

AQ142031K
14/08/2017 $94.60 173

16. Commencement of Agreement

This Agreement commences on the date of this Agreement.

17. Amendment of Agreement

17.1 This Agreement may be amended in accordance with the Act.

17.2 If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

18. Ending of Agreement

18.1 This Agreement ends:

18.1.1 when the Owner has complied with all of the Owner's obligations under this Agreement; or

18.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.

18.2 Upon the issue of a Statement of Compliance for a plan of subdivision for Residential Lots created over the Subject Land or earlier by agreement with Council, the Agreement ends in respect of that part of the Subject Land in the plan of subdivision in accordance with section 177 of the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land.

18.3 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the

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Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.

18.4 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.

18.5 On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the Owner's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.

AQ142031K
14/08/2017 $94.60 173

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 16 of 23

Schedule 1

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AQ142031K
14/08/2017 $94.60 173

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 17 of 23

Schedule 2

Infrastructure Projects

DCP Project No.	Description of the Infrastructure Project	Proportion of project costs	Infrastructure Project Value	Credit Value
IN-29	Construction of intersection at Ballan Road and Welcome parade being an Arterial to Connector signalised 4 – way intersection to interim treatment.	The total DCP project construction cost is $3,871,851 in September 2016	$2,801,190 This is a September 2016 figure and is not subject to any further Indexation adjustment from the date of commencement of this Agreement.	$2,801,190 This is a September 2016 figure and is not subject to any further Indexation adjustment from the date of commencement of this Agreement. It will be applied at the rate of $250,000 per stage, until it has been exhausted, in accordance with clause 8.1.4.

AQ142031K
14/08/2017 $94.60 173

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 18 of 23

Schedule 3

Land Project

DCP Project No.	Description of Land Project	Proportion of project costs	Authority the Land Project is to be transferred to or vested in.	Services available (Av) or connected (Cn).]	Agreed Land Value	Credit Value
IN-29	Land for intersection (ultimate treatment) at Ballan Road and Welcome Parade totalling 0.224 hectares	The total DCP project land cost is $136,245 in September 2016 $	Vic Roads	Power Gas Water Drainage Telecommunications Sewer	$80,640 This is a September 2016 figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this Agreement	$80,640 This is a September 2016 $ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this Agreement. It will be applied at the rate of $250,000 per stage, until it has been exhausted, in accordance with clause 8.1.4.

AQ142031K
14/08/2017 $94.60 173

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 19 of 23

Schedule 4

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AQ142031K
14/08/2017 $94.60 173

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 20 of 23

Schedule 5

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AQ142031K
14/08/2017 $94.60 173

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 21 of 23

Schedule 6

- **Subject Land – Certificates of Title Volume 11653 Folio 760, Volume 11854 Folio 978, Volume 11882 Folio 931, Volume 11882 Folio 932 and Volume 11899 Folio 091.**
- **Neighbourhood 2 Land – Certificates of Title Volume 11861 Folio 045, Volume 11861 Folio 046, Volume 11861 Folio 047 and Volume 11861 Folio 048.**
- **Planning Permit No. WYP7749 issued on 18 February 2015**

AQ142031K
14/06/2017 $94.60 173

Delivered by LANDATA®, timestamp 09/07/2025 09:54 Page 22 of 23

Schedule 7

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AQ142031K
14/08/2017 $94.60 173

Maddocks

Signing Page

Signed, sealed and delivered as a deed by the Parties.

EXECUTED as an agreement.
Signed for and on behalf of the **Wyndham City Council** pursuant to Instrument of Delegation dated 24 June 2013.

Date 8 / 5 / 17

AQ142031K
14/08/2017 $94.60 173

Executed by **Lotus Oaks Pty Ltd ACN 007 080 177** in accordance with s 127(1) of the *Corporations Act 2001 by authority of its directors*:

Signature of Director

Peter Bozzo
Print full name

Signature of Director/Company Secretary

Claudia Miller
Director
Print full name

Mortgagee's Consent

National Australia Bank Ltd as Mortgagee under instrument of mortgage no. AM160493B consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Executed by National Australia Bank Limited by its Attorney

Meredith Hibbert

who holds the position of Level 3 Attorney under Power of Attorney dated 1/03/2007 (a certified copy of which is filed in Permanent Order Book 277 Page No 25 Item 3) in the presence of:

ATTORNEY

DANIEL RAHARDJANOTO
ANALYST
Corporate Property VIC

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 22 July 2025 09:04 PM

PROPERTY DETAILS

Address:	**44 FITZROVIA DRIVE WYNDHAM VALE 3024**
Lot and Plan Number:	**Lot 1429 PS724513**
Standard Parcel Identifier (SPI):	**1429\PS724513**
Local Government Area (Council):	**WYNDHAM** www.wyndham.vic.gov.au
Council Property Number:	**233815**
Planning Scheme:	**Wyndham** Planning Scheme - Wyndham
Directory Reference:	**Melway 233 E6**

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:	**WERRIBEE**

OTHER

Registered Aboriginal Party:	**Wadawurrung Traditional Owners Aboriginal Corporation**
Fire Authority:	**Country Fire Authority**

View location in VicPlan

Note

This land is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.
For more information about this project go to Victorian Planning Authority

Planning Zones

URBAN GROWTH ZONE (UGZ)
URBAN GROWTH ZONE - SCHEDULE 9 (UGZ9)

UGZ - Urban Growth

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

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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

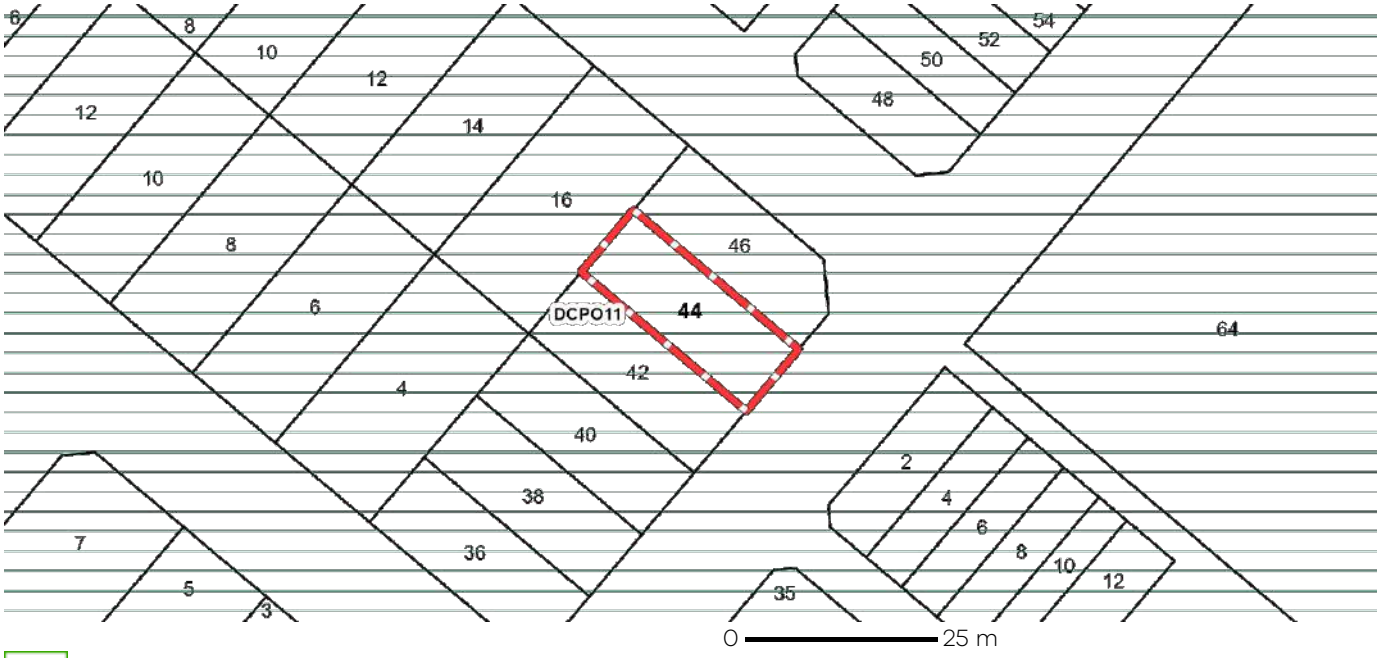
PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlay

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 11 (DCPO11)



DCPO - Development Contributions Plan Overlay

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

Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.
For more information about this contribution go to Victorian Planning Authority

Land added to the UGB since 2005

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PLANNING PROPERTY REPORT

Melbourne Strategic Assessment

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

Melbourne Strategic Assessment Area

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PLANNING PROPERTY REPORT

Department of Transport and Planning

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to
https://heritage.achris.vic.gov.au/aavQuestion1.aspx

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - https://www.firstpeoplesrelations.vic.gov.au/aboriginal-heritage-legislation

Aboriginal Cultural Heritage

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PLANNING PROPERTY REPORT

Department of Transport and Planning

Further Planning Information

Planning scheme data last updated on 17 July 2025.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the ***Planning and Environment Act 1987.***
It does not include information about exhibited planning scheme amendments, or zonings that may abut the land.
To obtain a Planning Certificate go to Titles and Property Certificates at Landata - https://www.landata.vic.gov.au

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

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

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

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PLANNING PROPERTY REPORT

Department of Transport and Planning

Designated Bushfire Prone Areas

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

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

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

Designated Bushfire Prone Areas

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

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

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

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

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

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PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1155030

APPLICANT'S NAME & ADDRESS

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

MELBOURNE

VENDOR

XU, YUFANG

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

427003

This certificate is issued for:

LOT 1429 PLAN PS724513 ALSO KNOWN AS 44 FITZROVIA DRIVE WYNDHAM VALE
WYNDHAM CITY

The land is covered by the:

WYNDHAM PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a URBAN GROWTH ZONE - SCHEDULE 9
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 11
- and MAY BE SUBJECT TO A GROWTH AREAS INFRASTRUCTURE CONTRIBUTION - FOR MORE INFORMATION GO TO THE WEBSITE (https://www.planning.vic.gov.au/legislation-regulations-and-fees/planning-legislation/growth-areas-infrastructure-contribution)

A detailed definition of the applicable Planning Scheme is available at :
(http://planningschemes.dpcd.vic.gov.au/schemes/wyndham)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:
http://vhd.heritage.vic.gov.au/

Additional site-specific controls may apply. The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

09 July 2025

Sonya Kilkenny
Minister for Planning

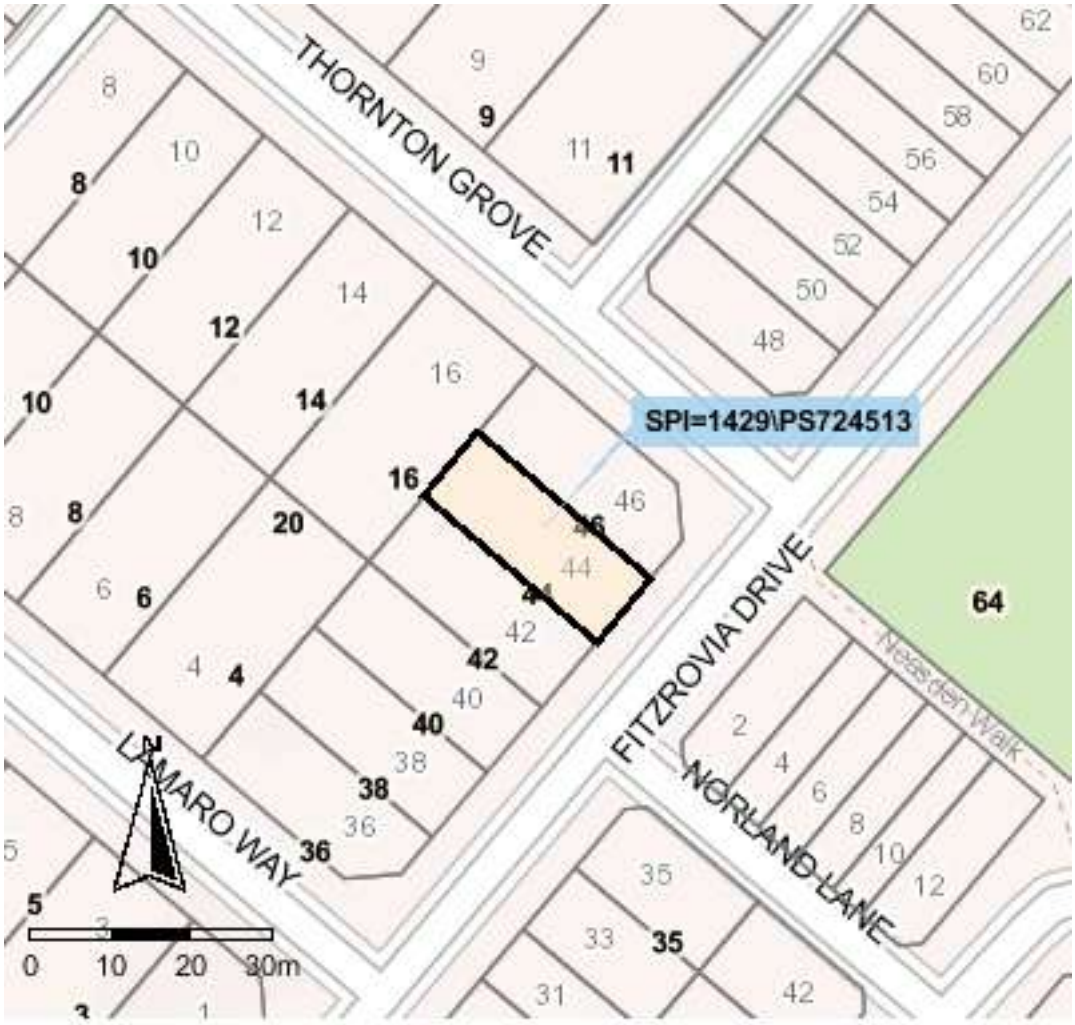
VICTORIA State Government

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



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Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA ®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA ® for auditing purposes and will not be released to any third party except as required by law.

VICTORIA State Government

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Wonders Legal C/- triSearch (Smokeball)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 427003

NO PROPOSALS. As at the 9th July 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

44 FITZROVIA DRIVE, WYNDHAM VALE 3024
CITY OF WYNDHAM

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

Date of issue: 9th July 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 77368285 - 77368285094859 '427003'

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

Telephone (03) 1300 023 411
Facsimile (03) 9741 6237
Email mail@wyndham.vic.gov.au
www.wyndham.vic.gov.au
DX 30258 Werribee Vic
ABN: 38 393 903 860

Your Ref: 427003

Our Ref: w2025C50539

09 July 2025

Landata
DX 250639
MELBOURNE VIC

Dear Sir/Madam,

BUILDING PERMIT HISTORY
PROPERTY: 44 Fitzrovia Drive WYNDHAM VALE VIC 3024

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

Permit No	Building Type	Permit Date	Occupancy/Final No.	Occupancy/Final Date
4982537502715	Construction of single storey dwelling and garage	29/08/2019	AV16632/0	06/03/2020

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

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

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

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

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

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

Disclaimer

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

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

Yours faithfully,

PHILIP WILSON
CO ORDINATOR BUILDING SERVICES

Civic Centre
Postal

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

Telephone
Email

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

ABN: 38 393 903 860

Your Ref: 427003

Our Ref: wLIC06562/25

Date: 09/07/2025

Landata
DX 250639
MELBOURNE VIC

LAND INFORMATION CERTIFICATE
Year Ending :30/06/2026
Assessment No: 233815
Certificate No: wLIC06562/25
All Enquiries and Updates to 1300 023 411

233815

Property Description:	V 12075 F 229 L 1429 PS 724513 Werribee Parish
AVPCC Code:	120 - Single Unit/Villa Unit/Townhouse
Property Situated:	44 Fitzrovia Drive WYNDHAM VALE VIC 3024

Site Value	$255000	CIV	$455000	NAV	$22750

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		$1008.28
Municipal Charge		$70.32
Garbage Charge		$461.80
Fire Services Levy		$214.72
Current Rates Levied	$1755.12	
Balance Outstanding		$1755.12

TOTAL OUTSTANDING	**$1755.12**

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

REFERENCE:wLIC06562/25

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

Ade Adeleke/Coordinator Finance Operations

Payment Options

BPAY (Rates payments only)
Biller Code: 76869
Customer Reference Number: 2235284

Online via Credit Card
Visit www.wyndham.vic.gov.au
Rates Payment
Bank Reference Number: 2235284

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

Greater Western Water

LANDATA COUNTER SERVICES
LEVEL 13 697 COLLINS ST
DOCKLANDS VIC 3008

Information Statement Certificate

Reference number
77368285-033-0

Statement number
6504739176

Date of Issue 9 Jul 2025

Total amount

$781.06

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 44 FITZROVIA DRIVE, WYNDHAM VALE VIC 3024

Property number 4055840000

Lot on Plan 1429\PS724513

Comments

Payment options

Greater Western Water ABN 70 066 902 467

BPAY

BPAY
Biller code: **8789**
Ref: **25109200002**
Go to **bpay.com.au**
®Registered to BPAY Pvt Ltd
ABN 69 079 137 518

Post Billpay

Australia Post
Billpay code: **0362**
Ref: **0251 0920 0001**

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

*362 025109200001

Annual Charges

Service charges

	Annual charge FY 2025 - 26	Frequency	Year to date billed amount	Outstanding amount
Residential Water Service Charge	$224.26	Quarterly	$0.00	$0.00
Residential Sewer Service Charge	$298.00	Quarterly	$0.00	$0.00
Residential Recycled Water Service Charge	$42.28	Quarterly	$0.00	$0.00
Parks	$89.80	Quarterly	$0.00	$0.00
Waterways and Drainage	$125.00	Quarterly	$0.00	$0.00
Total annual charges	**$779.34**		**$0.00**	**$0.00**

Other charges and adjustments

Service charges owing for previous financial years	$1.72
Adjustments	$0.00
Total charges and adjustment	$0.00

Outstanding charges

Current balance	$0.00
Plus remainder service charges to be billed	$781.06

Total charges **$781.06**

Volumetric Charges

Please note, this property was recorded as having been occupied by a tenant from 10/03/2024 and this statement does not include any volumetric charges from this date.

Disclaimer

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

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

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

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

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

General Information

If a special meter reading is required for settlement purposes please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the special meter reading may not be available for at least two business days after the meter is read. An account for charges from the previous meter read date to the special meter read date will be forwarded to the vendor of the property. Please visit Greater Western Water's website prior to settlement for an update on these charges and remit payments to Greater Western Water immediately following settlement-gww.com.au/information-statements. Updates of rates and other charges will only be provided for up to a period of 90 days from the date of issue.

Authorised Officer,

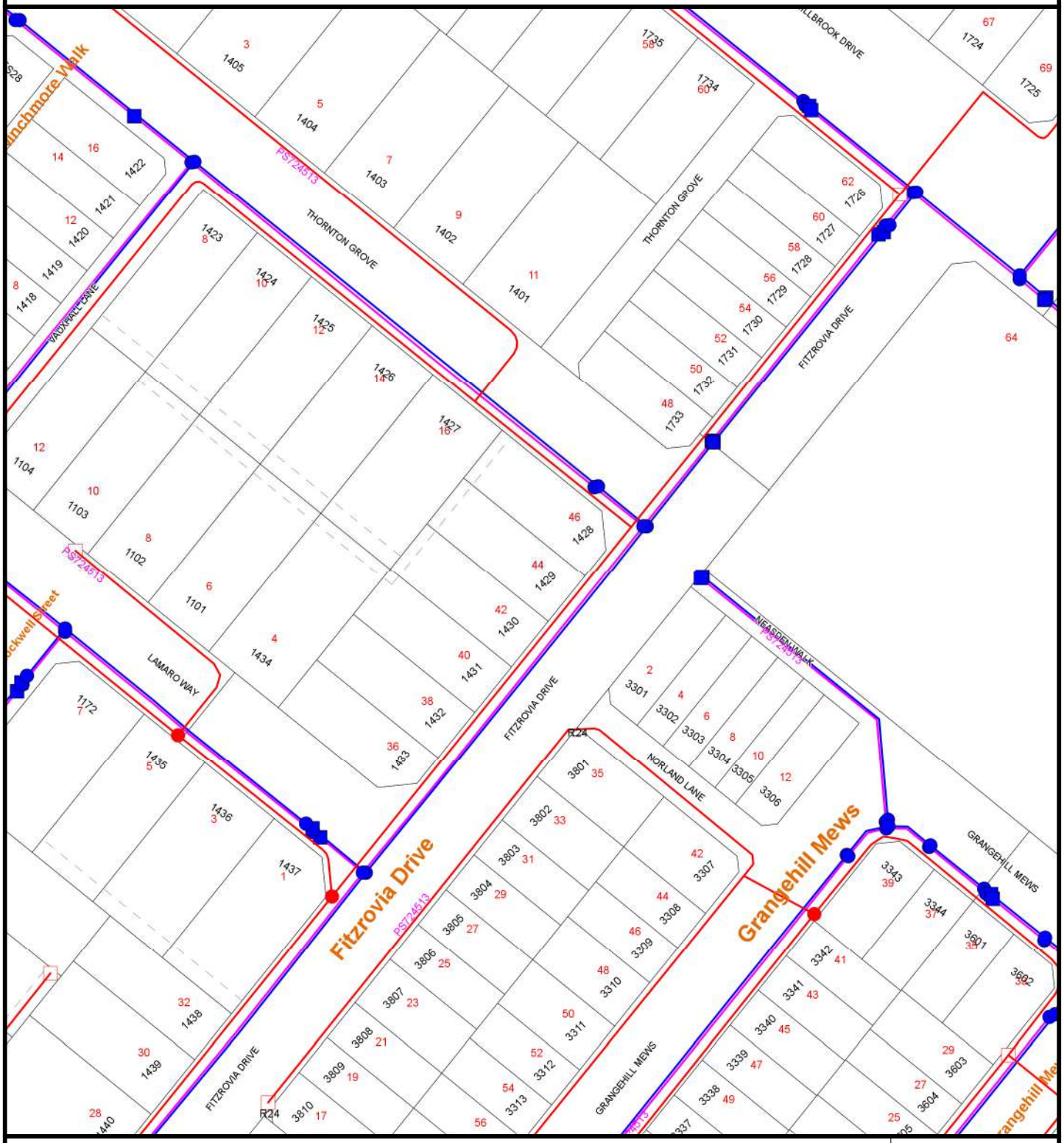
Rohan Charrett

General Manager, Customer Experience

INFORMATION STATEMENT PLOT

Address : **44 FITZROVIA DRIVE WYNDHAM VALE 3024**

Reference : **PID000485504**



Scale 1:1000

Printed on : 09/07/2025

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

N

Greater Western Water

36 Macedon St,
Sunbury
Locked Bag 350
Sunshine
VIC 3020

Ph: 134 499

www.gww.com.au

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

Property Clearance Certificate

Land Tax

INFOTRACK / WONDERS LEGAL

Your Reference:	WL:25:4336
Certificate No:	92167557
Issue Date:	09 JUL 2025
Enquiries:	ESYSPROD

Land Address: 44 FITZROVIA DRIVE WYNDHAM VALE VIC 3024

Land Id	Lot	Plan	Volume	Folio	Tax Payable
46150594	1429	724513	12075	229	$0.00

Vendor: YUFANG XU

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MS YUFANG XU	2025	$255,000	$11,175.00	$0.00	$0.00

Comments: Land Tax of $11,175.00 has been assessed for 2025, an amount of $11,175.00 has been paid.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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):	$440,000
SITE VALUE (SV):	$255,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 92167557

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 = $975.00

Taxable Value = $255,000

Calculated as $975 plus ($255,000 - $100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $4,400.00

Taxable Value = $440,000

Calculated as $440,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code:5249
Ref: 92167557

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: 92167557

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax

INFOTRACK / WONDERS LEGAL

Your Reference:	WL:25:4336
Certificate No:	92167557
Issue Date:	09 JUL 2025
Enquires:	ESYSPROD

Land Address:	44 FITZROVIA DRIVE WYNDHAM VALE VIC 3024

Land Id	Lot	Plan	Volume	Folio	Tax Payable
46150594	1429	724513	12075	229	$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	$440,000
SITE VALUE:	$255,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92167557

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax

INFOTRACK / WONDERS LEGAL

Your Reference:	WL:25:4336
Certificate No:	92167557
Issue Date:	09 JUL 2025

Land Address:	44 FITZROVIA DRIVE WYNDHAM VALE VIC 3024

Lot	Plan	Volume	Folio
1429	724513	12075	229

Vendor: YUFANG XU

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 92167557

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 92167550

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: 92167550

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

Quantum UNITED
Redefining communities

Owners Corporation Certificate

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

Owners Corporation No.	Owners Corporation No. 1 PS724513H	
Prepared for:	Lot 1429	44 Fitzrovia Drive Wyndham Vale VIC 3024
Postal Address:	Suite 12, Level 2 / 100 Overton Road, Williams Landing VIC 3027	
Vendor	Yufang Xu	
Purchaser:	Not Known	
Applicant:	Infotrack on behalf of Wonders Legal	
Applicant Reference:	WL:25:4336	

IMPORTANT: The information in this certificate has been issued on

22 July 2025

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

This Certificate has been issued for Lot 1429 on Owners Corporation No. 1 PS724513H

1. The present annual fee for the lot is **$1,200.00 Incl. GST**

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

   Note: The fees for the new financial year commencing from 01.07.2024 is yet to be resolved at an AGM. Therefore, the fees for the first two quarters being **01.07.2024 to 30.09.2024** and **01.10.2024 to 31.12.2024** has been pre-issued based on the previous financial year's fee of **$300.00** for the quarter.

Due Date	Fee Period	Amount
01/07/2024	Pre-Issue OC fees for period 01/07/2024 to 30/09/2024	**$300.00**
01/10/2024	Pre-Issue OC fees for period 01/10/2024 to 31/12/2024	**$300.00**
01/01/2025	OC Fees for the period 01/01/2025 to 31/03/2025	**$300.00**
01/04/2025	OC Fees for the period 01/04/2025 to 30/06/2025	**$300.00**
	TOTAL	**$1,200.00**

2. The fees are paid up until **30/09/2025.** *Please note that should settlement occur on or after any due date, a further contribution fee will be due and payable plus an adjustment levy to align with the budget if an Annual General Meeting has taken place and an increase to the annual fees has been resolved by the Owners Corporation.*

3. The present total of unpaid fees (including levies, miscellaneous charges and interests) is: **$0.00**
   Please refer to the attached Current Owner Account Statement for a detailed breakdown.

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

Due Date	Amount	Details
Nil	**Nil**	Nil

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

6. The Owners Corporation has the following insurance cover:

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

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

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

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

8. The total funds held by the Owners Corporation as at 22**22 July 2025** are:

Fund	Amount
Administrative Fund	**$241,357.54**
Maintenance Fund	**$100,000.00**
Investments	**Nil**

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

10. As of 22**22 July 2025** there is a total amount of **$224,078.31** of fees and levies owing to the Owners Corporation in arrears.

It was resolved at the most recent AGM that the Owners Corporation instruct Quantum United Management to engage a debt recovery firm to commence Owners Corporation Fee recovery if there are unpaid fees that are equal to or above the annual Owners Corporation Fees.

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

The Manager is not aware of any legal proceedings as of the date of this certificate, other than Debt/Cost Recovery as noted in item 10 above.

12. The Owners Corporation has granted contracts, leases, licences or agreements affecting the common property as follows:
Quantum United Management Contract of Appointment

13. The Owners Corporation has made agreements to provide services to members and occupiers for a fee as follows:
    - **Club Jubilee UT Pty Ltd - Recreational Facilities Agreement. (Enables access to Club Jubilee One club for residents) and**
    - **YPG Risk Pty Ltd - General Service Agreement for Security Patrols – This agreement is on a three- year term from 01.04.2023.**
14. Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied?
    None as of the date of this certificate.
15. The Owners Corporation have resolved to appoint Quantum United Management as the Owners Corporation manager.
16. No proposal has been made for the appointment of an administrator.
17. Any other information:
    Vendors are to handover any/all access proximity swipe access cards to Club Jubilee One that are currently in their possession (unless the current residential tenancy agreement is subject to transfer at settlement). Failure to provide these will result in the purchaser being required to purchase new access fobs.

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

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

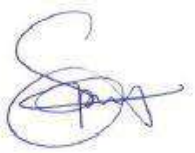
18. The following attachments are linked to this certificate:
    - Attachment 1: Minutes of the last Annual General Meeting
    - Attachment 2: Owners Corporation Insurance Certificate of Currency
    - Attachment 3: Owners Corporation Model Rules
    - Attachment 4: Owners Corporation Registered Rules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

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

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

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

Signed on behalf of Owners Corporation No. 1 PS724513H by:



Saranya Pillay

Dated: 22**22 July 2025**

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

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

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

SCHEDULE 3

Owners Corporations Regulations 2018 Regulation 17

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

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

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

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

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

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

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

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

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

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

NOTICE OF INTERIM RESOLUTIONS OF THE

ANNUAL GENERAL MEETING OF OWNERS CORPORATION No.1 PLAN OF SUBDIVISION 724513H

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

Interim resolutions become resolutions of the Owners Corporation:

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

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

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

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

MINUTES OF THE ANNUAL GENERAL MEETING

OF OWNERS CORPORATION No. 1 PLAN OF SUBDIVISION 724513H HELD ON

Date: 05/09/2024

Time: 18:00

Place: Zoom Online Teleconference Platform

Meeting opened at 06:05pm

1. Attendances & Apologies

Lot Owner/s present & eligible to vote:

Name	Lot No.	Name	Lot No.
Meemanage Shane R	124	Paulo Rangel	1303
Christopher Rose	228	Nite Fuamatu	1431
Kim Jongsup	243	Jasvir Kaur	1434
Kristy Macdonald	258	Satya Srirama Chandra Murthy	1504
Sheshu Padma & Deepthi Polisetti	304	Karmjeet Kaur	1512

Kurian George	340	Hariharan Vythianathan	1518
Muhammad Amir	410	Radhika Sangwan	1627
Fouad Khan	423	Anand Thangavelu	1632
Jerinsha Punnakkal	429	Adam Ford	1707
Ania Chen	433	Erin Blake Cerminara	1708
Christine Taylor	437	Bijou Tubashiku	1714
Anna Hawthorne	505	Ashraful Alam	1722
Seniz Mustafa	513	Maitreya patel	1739
Alan Guala	515	Gary Baker	1754
Phillip Tirchett	520	Ashish Ranjan	1755
Milos Sumonja	524	Gunjan Lakhe & Chaitanya Lakhe	1828
Karla Lockwood	609	Mustafa Ujjainwala	1839
Uzo Okorafor	624	Gagandeep Singh	1846
Gaurav Wadhwa	661	Samuel Joseph	1905
Irene Kamau	713	Pragati Das	1940
Shakeela Khader	714	Shaheer Shalini Rajamony	2032
Lucy Callan	821	Shalini Rajamony	2032
Victoria Acton	836	Justin Kuyken	2040
Manoj Chandrakumar	840	Armanda Lihari	2043
Julie Trembath	901	MICHAEL PIERCE	2048
Benjamin Coward	938	Rebecca Antonyraj	2052
Sindhu Joseph	1036	Elizabeth Pappalardo	2103
Prathamesh Sabnis & Juee Patvardhan	1037	Andrew and Elizabeth Campbell	2139
Archana Patel & Moveshan Naidoo	1038	Trinah De Leon	3303
Charan Kumar Raghupatruni	1042	Scott Logan	3308
Krishna Madiraju	1043	Lydia Plant	3625
Karan Chauhan	1044	Nishad Mehare	3633
Adil Raza	1141	sajal saha	3634
Karleina Leith	1158	Melanie Djuric	2201B
Fleur Fourie	1160	Amy Djuric	3901B
Janki Gopani	1226		
Mathew Vibin	1240		
Madeleine Yahya	1245		

Other Lot Owner/s present

Name	**Lot No.**
Sunil Nagamalla & Lakshmi Srividya Kattamuri	341
Ajaydeep Singh	732
Janki Gopani	1226

Also Present:
Brett Edwards (Scholars Green OC), Chethiya Wijesinghe (not an owner), Ritiya Mc Glone (Kilpatrick South OC), Rabindra Sah (not an owner).

From Quantum United Management
Client Manager, Sherlyn Peter and Client Manager Associate Saranya Pillay

2. Proxies
Owners represented by proxy & eligible to vote

Lot no	Lot Owners who provided a proxy	Proxy in favour of
A	Lotus Living Oaks Pty Ltd	Shaun Barber
B	Lotus Living Oaks Pty Ltd	Shaun Barber
D	Lotus Living Oaks Pty Ltd	Shaun Barber
S11	Lotus Living Oaks Pty Ltd	Shaun Barber
S12	Lotus Living Oaks Pty Ltd	Shaun Barber
S27	Lotus Living Oaks Pty Ltd	Shaun Barber
S33	Lotus Living Oaks Pty Ltd	Shaun Barber
S35	Lotus Living Oaks Pty Ltd	Shaun Barber
141	Lotus Living Oaks Pty Ltd	Shaun Barber
241	Lotus Living Oaks Pty Ltd	Shaun Barber
1708	Erin and Christopher Cerminara	Gary Baker
2520	Ritiya and Mathew McGlone	Amy Djuric
3313	Lotus Living Oaks Pty Ltd	Shaun Barber
3322	Lotus Living Oaks Pty Ltd	Shaun Barber
3323	Lotus Living Oaks Pty Ltd	Shaun Barber
3324	Lotus Living Oaks Pty Ltd	Shaun Barber
3325	Lotus Living Oaks Pty Ltd	Shaun Barber
3326	Lotus Living Oaks Pty Ltd	Shaun Barber
3327	Lotus Living Oaks Pty Ltd	Shaun Barber
3328	Lotus Living Oaks Pty Ltd	Shaun Barber
3329	Lotus Living Oaks Pty Ltd	Shaun Barber
3330	Lotus Living Oaks Pty Ltd	Shaun Barber
3331	Lotus Living Oaks Pty Ltd	Shaun Barber
3332	Lotus Living Oaks Pty Ltd	Shaun Barber
3333	Lotus Living Oaks Pty Ltd	Shaun Barber
3334	Lotus Living Oaks Pty Ltd	Shaun Barber
3335	Lotus Living Oaks Pty Ltd	Shaun Barber
3336	Lotus Living Oaks Pty Ltd	Shaun Barber
3337	Lotus Living Oaks Pty Ltd	Shaun Barber
3338	Lotus Living Oaks Pty Ltd	Shaun Barber
3339	Lotus Living Oaks Pty Ltd	Shaun Barber
3340	Lotus Living Oaks Pty Ltd	Shaun Barber
3341	Lotus Living Oaks Pty Ltd	Shaun Barber
3342	Lotus Living Oaks Pty Ltd	Shaun Barber

3343	Lotus Living Oaks Pty Ltd	Shaun Barber
3344	Lotus Living Oaks Pty Ltd	Shaun Barber
3601	Lotus Living Oaks Pty Ltd	Shaun Barber
3602	Lotus Living Oaks Pty Ltd	Shaun Barber
3640	Lotus Living Oaks Pty Ltd	Shaun Barber

3. Quorum & Entitlement to Vote

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

4. Chairperson of AGM

Members present agreed to appoint Sherlyn Peter representing the Owners Corporation as the Chair of the Annual General Meeting.

5. Acceptance of Minutes

RESOLUTION: It was resolved the Minutes of the previous Annual General Meeting held on 23rd August 2023 be adopted as a true and correct record.

Motion carried by simple majority.

6. Reports:

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

The Manager's Report enclosed with the meeting documents was acknowledged and taken as read.

Discussion

Members enquired whether the Owners Corporation (OC) arrears have been increasing over the past few years, with one member noting a rise based on the previous year's financials. The Manager explained that several factors influence arrears performance, including the increase in annual fees, ongoing fee periods, and the addition of **94 new lots** since Quantum took over management in May 2022. This increase in the number of owners paying fees can naturally lead to higher total arrears.

The Manager further clarified that the key indicator is the **percentage of arrears compared to the total fees** collected for the financial year. In Owners Corporation management, best practice is to keep arrears below **7% of the total fees** for the year; however, arrears are currently at **9%**. Given the size of this OC, the manager noted that this percentage is tracking well, and the **cash flow** for the OC remains strong at the moment. Nonetheless, the manager was committed to further reducing arrears and reaching the best practice benchmark.

To accurately assess the OC's performance, the **Aged Arrears Report**, particularly arrears over **120 days**, serves as the primary measure for tracking long-term outstanding payments. The Manager committed to providing detailed arrears updates at each committee meeting and emphasised that Quantum has a comprehensive debt recovery process in place to reduce arrears and achieve the desired benchmark.

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

The Committee Report formed part of the Manager's Report.

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

There was no disputed lodged under this section to report.

6.4. Maintenance Plan Report

The Manager advised that as the Owners Corporation is a Tier 1 Owners Corporation, in accordance with Part 3 Division 3 Section 36 of the Owners Corporation Act 2006 and Regulation 7 of the Owners Corporation Regulations 2018, the Owners Corporation must prepare and approve a Maintenance Plan for the property for which it is responsible.

For Jubilee – The Mill Quarter OC, the following are common property areas indicated within the Plan of Subdivision: -

- Two sections of street scapes located in the corner of Ballan Road and Welcome Parade (near IGA) and corner of Memory Crescent and Welcome Parade (near the childcare centre).
- The Jetty walkway across IGA and the Childcare, bordering the small lake.

The Manager noted that a Maintenance Plan for the maintenance of these common property areas, as required under the Act, will be obtained and tabled with the Owners at the next AGM for its adoption.

Discussion

Members enquired about compliance with the Owners Corporation Act 2006, as the Owners Corporation (OC) currently does not have a maintenance plan, despite the requirement. The Manager explained that under the Owners Corporations Act 2006, a maintenance plan is mandatory for Tier 1 OCs (those collecting over $200,000 in annual fees). However, this requirement primarily applies to common property that includes buildings and structures requiring significant upkeep.
In this case, the common property is only a walkway, and there is already $100,000 allocated in the maintenance fund. Additionally, the Developer is still maintaining these areas. According to Section 36 of the Act, the OC must prepare a maintenance plan for future significant works, but as long as the OC secures a maintenance plan when the maintenance responsibility is handed back from the Developer, the OC is not currently in breach of its obligations.

6.5. Safety Assessment Report

Safety Assessment of Common Property

All members are liable for any liability events that occur on common property. Should there be an incident where there was a hazard that the O/C was aware of that caused an injury there may be a chance that the O/C (all lot owners) will be collectively liable. Further, these areas are considered a workplace for any contractors that the O/C is responsible for, so it is important the areas are maintained free of any risks where possible. As a result, we recommend that the O/C carry out an annual Safety Assessment of the common property areas.

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

Motion carried by simple majority.

7. Finance:

7.1. Annual Financial Statements for the period ending 01/07/2023 to 30/06/2024 (enclosed)

RESOLUTION: It was resolved that the Owners Corporation adopt the Annual Financial Statements for the period **01/07/2023 to 30/06/2024.**

Motion carried by simple majority.

Note: These financials prepared by Quantum United Management are being audited by an external independent auditor, Stannards Accounts and Advisors as required under the Owners Corporation Act once completed the special purpose report will be made available on the Owners Portal.

7.2. Owners Corporation Budget for the period 01/07/2024 to 30/06/2025 (enclosed)

It was noted that this Owners Corporation and its members have numerous obligations pursuant to Section 4 of the Owners Corporation Act 2006. This section outlines numerous functions of the Owners Corporation including but not limited to the management and administration of common property, repair and maintenance of common property, all chattels fixtures, fittings and all services related to common property, applicable equipment and services for which an easement exists, various insurance obligations and all other obligations under the Subdivision Act 1988, Owners Corporation Act 2006, Owners Corporation Regulations 2018, Model Rules and the Owners Corporation's Registered Rules and all other applicable laws.

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

Each owner will receive a fee notice with one amount of the Administrative.

The annual financial year for this Owners Corporation is **01st July to 30th June** each year.

It was noted that the elected committee reviewed and endorsed the draft budget at a committee meeting held on 16th July 2024. The budget proposed the fees to remain the same at $1,200 per annum for a standard residential lot.

RESOLUTION: It was resolved that the Owners Corporation resolve to adopt the Budget as tabled for the financial year **01/07/2024 to 30/06/2025** and to use its funds for all of the approved budgeted expenses.

Motion carried by simple majority.

7.3. Owners Corporation Fees

i) RESOLUTION: It was resolved that the Owners Corporation Fees be set as per the approved budget, that these fees be set based on lot liability for the Administration Fund and that the fees be payable quarterly in advance on 1st July 1st October 1st January and 1st April each year.

Motion carried by simple majority.

The approved fee for the current financial year remains the same as last year's at $1,200 Incl. GST for a standard residential lot with 100 units of liability.

The below table explains the quarterly fees for the current financial year 01/07/2024 to 30/06/2025

Quarterly Fees 2024/2025	**Amount (Incl. GST)**
01.07.2024 to 30.09.2024 (pre-issued)	$ 300.00
01.10.2024 to 31.12.2024 (pre-issued)	$ 300.00
01.01.2025 to 31.03.2025	$ 300.00
01.04.2025 to 30.06.2025	$ 300.00
TOTAL	**$ 1,200.00**

ii) Administrative Fund

RESOLUTION: It was resolved that the Owners Corporation resolves that, the annual Administrative Fund Owners Corporation Fees for the period of 12 months commencing **01 July 2024**, be struck in the amount of **$1,279,721.25** plus GST as per the approved budget.

Motion carried by simple majority.

7.4. Owners Corporation Fees due *01/07/2025* and *01/10/2025*

It was noted that, due to the timing of the Annual General Meeting, the first two quarterly levy contributions of the following financial year *01/07/2025 to 30/06/2026* fall due **before** the budget can be adopted.

The levy contributions for these two quarters, being *01/07/2025 to 30/09/2025 with a due date of 01/07/2025 and 01/10/2025 to 31/12/2025 with a due date of 01/10/2025, were proposed as pre-issued quarterly levy.*

"Proposed 2025/2026 Pre-Issue Quarterly Levy Contribution (incl. GST) per quarter *based on 100 units"	
OC Fees for 01/07/2025 to 30/09/2025	$300.00
OC Fees for 01/10/2025 to 31/12/2025	$300.00

******Pre-issue of levies are raised as per the last quarter's OC fees for 24/25 financial year***

RESOLUTION: It was resolved that the Owners Corporation Fees for the first and second quarterly levy contributions of the financial year 01/07/2025 to 30/06/2026 be pre-issued and that these fees be set based on lot liability for the Administration Fund, payable in advance on 01/07*/2025* and *01/10/2025* respectively.

Motion carried by simple majority.

7.5. Penalty Interest on Arrears

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

Motion carried by simple majority.

The current interest rate is 10.0%

Note: It was noted that on occasion the manager has resolved to reduce or waive interest for some owners when payments are being finalised.

7.6. Waiving of Penalty Interest on Arrears

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

Motion carried by simple majority.

7.7. Debt Recovery

The Owners Corporation will need to approve the engagement of a debt recovery firm to commence VCAT, Magistrates Court or Supreme Court action for the recovery of outstanding Owners Corporation Fees.

RESOLUTION: It was resolved that the Owners Corporation instruct Quantum United Management to engage a debt recovery firm to commence Owners Corporation Fee recovery if there are unpaid fees that are equal to or above the annual Owners Corporation Fees.

Motion carried by simple majority.

7.8. Cost Recovery

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

Motion carried by simple majority.

8. Insurance:

Certificate of Currency for this policy is available on the Owners Portal.

Review of current Owners Corporation Insurance Cover:

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

Name of Company:	CHU
No. of Policy:	HU0006082104
Insured:	OWNERS CORPORATION PLAN NO.1 PS 724513H
Community Building	$ 110,250
Common Area Contents	$ 1,703
Los of Rent & Temporary Accommodation	$16,537
Liability to Others	$30,000,000
Government Audit Costs & Legal Expense:	$ 175,000
Office Bearers Liability	$ 1,000,000
Fidelity Guarantee	$ 250,000
Volunteer Accident Cover	$ 200,000 2,000 p/w
Machinery Breakdown	Not covered
Renewal Date:	18/05/2025

Members are advised that the Owners Corporation Building Policy ***DOES NOT*** provide protection for privately owned lots. Property owners are required to ensure that their private dwellings have appropriate insurance coverage. The Owners Corporation insurance policy only covers common property and public liability of the Owners Corporation.

Motion carried by simple majority.

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

Your PDS for this policy can be obtained by contacting our office.

Please also review the financial services provided by the Manager as disclosed in the Quantum Financial Services Guide (FSG) attached to the AGM Pack.

9. Owners Corporation No. 1 PS724513H Committee

The below members nominated for the election of committee: -

Phil Tirchett	Anand Thangavelu	Melanie Djuric
Krishna Madiraju	Gary Baker	Micheal Goldworthy
Alan Guala	Amy Djuric	Samuel Joseph
Prathamesh Sabnis	Manoj Chandrakumar	Hariharan Vythianathan
Radhika Sangwan	Shaun Barber	

In accordance with section 103 (A) of the Owners corporation act, it was proposed to to increase the number of committee positions to 10.

RESOLUTION: It was resolved in accordance with section 103 (1A) of the Owners Corporation Act 2006 that the committee have up to 10 positions on the committee.

Moved: Phil Tirtchett **Seconded:** Anand Thangavelu

Motion carried by simple majority.

It was noted that the candidate for the committee is elected if they receive a majority vote of the owners present. As there are more than 10 nominations those with the most votes in favour will be elected.

Election of Owners Corporation Committee Members

Committee Member 1:
RESOLUTION: It was resolved that Phil Tirchett as passed my simple majority votes is elected onto the committee of Owners Corporation No.1 PS 724513H as passed by the preferential voting method.
Motion carried by simple majority.

Committee Member 2:
RESOLUTION: It was resolved that Anand Thangavelu as passed my simple majority votes is elected onto the committee of Owners Corporation No.1 PS 724513H as passed by the preferential voting method.
Motion carried by simple majority.

Committee Member 3:
RESOLUTION: It was resolved that Alan Guala as passed my simple majority votes is elected onto the committee of Owners Corporation No.1 PS 724513H as passed by the preferential voting method.
Motion carried by simple majority.

Committee Member 4:
RESOLUTION: It was resolved that Krishna Madiraju as passed my simple majority votes is elected onto the committee of Owners Corporation No.1 PS 724513H as passed by the preferential voting method.
Motion carried by simple majority.

Committee Member 5:
RESOLUTION: It was resolved that Gary Baker as passed my simple majority votes is elected onto the committee of Owners Corporation No.1 PS 724513H as passed by the preferential voting method.
Motion carried by simple majority.

Committee Member 6:
RESOLUTION: It was resolved that Amy Djuric as passed my simple majority votes is elected onto the committee of Owners Corporation No.1 PS 724513H as passed by the preferential voting method.
Motion carried by simple majority.

Committee Member 7:
RESOLUTION: It was resolved that Melanie Djuric as passed my simple majority votes is elected onto the committee of Owners Corporation No.1 PS 724513H as passed by the preferential voting method.
Motion carried by simple majority.

Committee Member 8:
RESOLUTION: It was resolved that Michael Goldworthy as passed my simple majority votes is elected onto the committee of Owners Corporation No.1 PS 724513H as passed by the preferential voting method.
Motion carried by simple majority.

Committee Member 9:
RESOLUTION: It was resolved that Samuel Joseph as passed my simple majority votes is elected onto the committee of Owners Corporation No.1 PS 724513H as passed by the preferential voting method.
Motion carried by simple majority.

Committee Member 10:
RESOLUTION: It was resolved that Prathamesh Sabnis as passed my simple majority votes is elected onto the committee of Owners Corporation No.1 PS 724513H as passed by the preferential voting method.
Motion carried by simple majority.

The Newly elected committee members are: -

Phil Tirchett	Anand Thangavelu	Melanie Djuric
Krishna Madiraju	Gary Baker	Micheal Goldworthy
Alan Guala	Amy Djuric	Samuel Joseph
Prathamesh Sabnis		

10. Other Business

10.1 Committee Nominations

Members suggested that committee member nominations be announced a few days prior to the meeting to allow for proper campaigning and to give members a clear understanding of who they are voting for. The Manager acknowledged that this is a good idea and will be brought to the new committee for consideration ahead of the next AGM. However, the Manager also pointed out that under the **Owners Corporation Act**, the nomination process remains open up until just before the meeting begins, and even during the AGM, candidates can still nominate themselves. This presents challenges in distributing candidate information in advance, as the OC must ensure that everyone, including late nominees, has a fair opportunity to participate.

11. Meeting Closed at 07:47 pm

Jubilee
Design Guidelines

August 2023

Contents

1.0 **Introduction** 4
- 1.1 The objective 5
- 1.2 The structure 6
- 1.3 The process 7

2.0 **Jubilee – the precinct** 8
- 2.1 Residential character statement 9
- 2.2 Residential design vision 10
- 2.3 Residential design principles 11

3.0 **The Design Guidelines** 12
- 3.1 Site design and layout 13
  - Building orientation 13
  - Building address 13
  - Fencing 14
  - Access and car parking 15
  - Garages 16
- 3.2 Building siting 17
  - Building envelope and setbacks 17
- 3.3 Building form 20
  - Building height 20
  - Roof form 21
  - Dwelling size 21
- 3.4 Building design quality 22
  - Architectural style 22
  - Facade treatment 23
  - Rear loaded lots 24
  - Materials/colours/textures 25
- 3.5 Landscape response 26
  - Hardscaping 26
  - Landscaping 27
  - Maintenance 28
  - Resident plant schedule 29

4.0 **Ancillary** 32

5.0 **Acknowledgement** 34

6.0 **Application form** 36

1.0 Introduction

Back in 1864, an expansive district spanning 100 square miles in the western part of Melbourne was formally designated as the Shire of Wyndham.

Fast forward to the present day, and this remarkable region has blossomed into the epitome of a premier residential community in the west. Thriving new neighbourhoods are emerging, most notably at Jubilee, while an extraordinary indoor water park and an abundance of amenities adds an element of wonder. Brace yourself for an experience that defies all expectations.

1.1 The objective

The Jubilee 'Design Guidelines' are intended to protect and maintain consistency throughout Jubilee, by ensuring a high standard of design, construction and maintenance of all dwellings and landscaping; and by providing owners and builders with guidance on their home and garden design.

Jubilee will provide quality streetscapes, parks and other valuable community amenities. It is important that individual residences are designed in a manner which is consistent with the overall character and image of Jubilee.

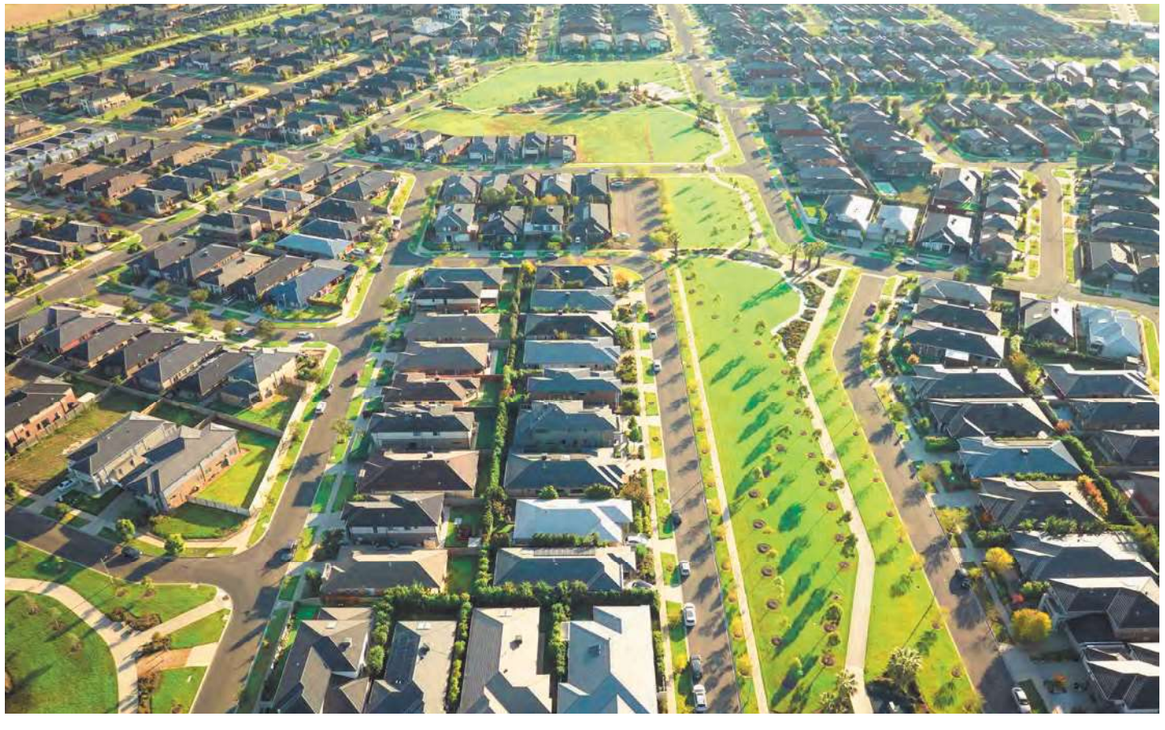
1.2
The structure

All house designs and building work must be approved by the Design Assessment Panel (DAP) prior to obtaining a Building Permit and commencing any work. Within each section of these design guidelines, a series of Design Objectives and Design Controls are provided. Design Objectives are intended to communicate the broad principles for the design and siting of your home and landscape.

Corresponding Design Controls are specific standards which must be met when designing your home. Compliance with the Design Objectives and the Design Controls must be demonstrated in order to obtain approval from the DAP.

It is the responsibility of the purchaser/builder/Building Surveyor to ensure compliance with any other applicable statutory requirements (such as Clause 54 of the Wyndham City Planning Scheme and current Victorian energy rating standards). Approval from the DAP is not an endorsement that plans comply with such requirements.

Together with the design guidelines, all homes within Jubilee must comply with the applicable Memorandum of Common Provisions (MCP), Plan of Subdivision Restrictions and Building Envelope on the Plan of Subdivision.



Jubilee Linear Park and Homes

1.3
The process

1 ↓

Once you have purchased your property, decide upon your builder, house and facade design. If you are an owner - builder, consult with your building designer - architect to ensure that they are aware of the requirements of the Design Guidelines.

2 ↓

Design your home in accordance with the design guidelines building envelope and MCP. Queries can be directed to the Jubilee Design Assessment Panel (DAP).

Jubilee Design Assessment Panel
Finnis Communities
72 Bridport St, Albert Park VIC 3206
Phone: 03 9699 2133
Email: approvals@finnis.com.au

3 ↓

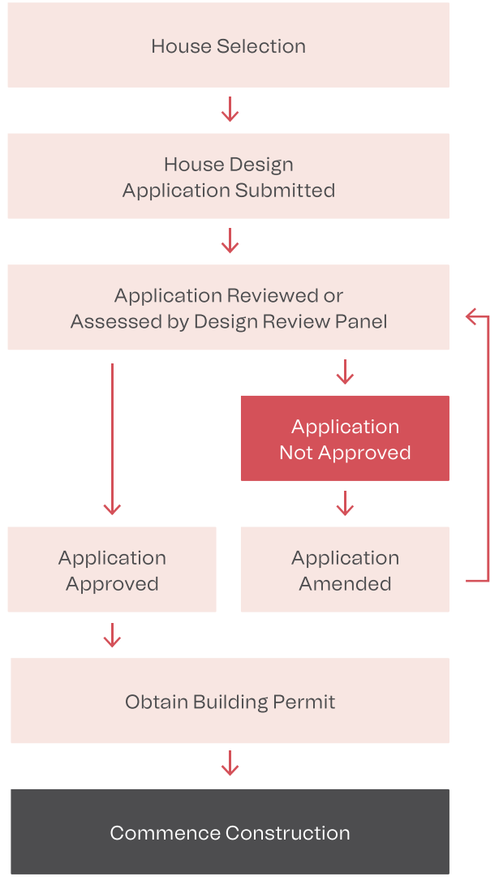
Forward your completed application package (refer to application requirement check list) to the DAP.

4 ↓

Once reviewed by the DAP, written comments and feedback will be provided within 14 days to ensure compliance with the Design Guidelines. If required, non-conforming aspects of the design must be addressed and re-submitted for approval. Any alterations to your approved design must be submitted to and approved by the DAP.

5

While the DAP has the authority to approve the house design applications, the property owner is responsible for obtaining a building permit once the DAP has issued its approval, prior to construction commencing.



The Design Guidelines may be amended from time to time at the developer's discretion to reflect changes in design and building trends and/or amendments to legislation affecting building approvals. Applications will be assessed against (and must comply with) the current version of the Design Guidelines. The final decision regarding all aspects of the design guidelines will be at the discretion of the DAP.
The DAP also reserve the right to waive or vary any requirement of the Design Guidelines.

2.0
Jubilee
The precinct

Jubilee is a truly holistic and masterplanned community, where every detail has been crafted to enhance your lifestyle. From lush green landscapes to state-of-the-art amenities, Jubilee offers seamless connectivity, convenience, and a sense of belonging for an extraordinary living experience.

2.1
Residential character statement

Jubilee aspires to incorporate the simple and elegant nature of Australian contemporary design style. It encourages the balance between creativity with the demands for innovative design and construction solutions.

2.2
Residential design vision

The vision for Jubilee is to achieve a neighbourhood character which:

- Reflects a cohesive contemporary style in residential development with a clear urban characteristic.
- Provides diversity in housing products to satisfy the needs and aspirations of the new and evolving community.
- Creates a built environment that is functional, safe and aesthetically pleasing and promotes a strong sense of place and address for future residents.
- Responds to the distinctive landscape features and enhances the natural setting.

2.3
Residential design principles

- Promote good site design which responds positively to the natural environmental conditions of the site and avoids potential negative impacts on adjoining properties.
- Design of dwellings should create a positive, active street address and encourage passive surveillance onto the public realm. (Figure 1 and 2).
- Architectural elements and landscaping features should be used to articulate the front elevations and the side elevations for corner lots.
- Sites in prominent locations, such as corner sites and sites fronting main roads should incorporate high quality built forms (figure 3).
- Garages and driveways should be functional, well-designed and not dominate the streetscape.
- Moderately pitched roofs are encouraged and flat contemporary roofs should incorporate parapet treatment.
- Minimise the use of retaining walls and promote the use of evenly graded slopes.
- Retaining wall height must not exceed 1.0m in height from finished ground level.
- Landscaping features should be complementary and generally be in scale with the building on the site. The use of distinctive, functional and sustainable landscape elements is encouraged.
- Ensure the size and design of ancillary structures, such as pergolas and verandas are unobtrusive and consistent with the overall building design and the neighbourhood character.
- Front fencing is not allowed in order to maintain attractive front gardens which create a positive contribution to the public realm.
- To avoid visual clutter, service elements such as air conditioning units should be hidden from public view.

Figure 1. Architectural elements should be used to enhance street appearance and encourage passive surveillance

Figure 2. Variety of materials and form to create interest and articulation

Figure 3. Facade wraps around the corner

3.0 The Design Guidelines

The Jubilee Design Guidelines are crucial as they establish a cohesive and visually appealing environment for the community. They ensure architectural consistency, appropriate building materials, and harmonious landscaping. By promoting a unified aesthetic, design guidelines enhance property values, create a sense of pride, and preserve the overall character of the area.

3.1 Site design and layout

Building orientation

Design objectives

A. Minimise overlooking and overshadowing impacts.

B. Ensure that building orientation is derived from principles of passive solar design (figure 5).

C. Provides energy efficient housing design appropriate to its local condition.

D. Orientate main living / dining areas to face east and/or north (figure 4).

Design controls

1. All dwellings must comply with Victoria's energy rating requirements as currently legislated.
2. Note: An Energy Rating Report will not be required to obtain approval from the DAP, however will be required in order to obtain a Building Permit.

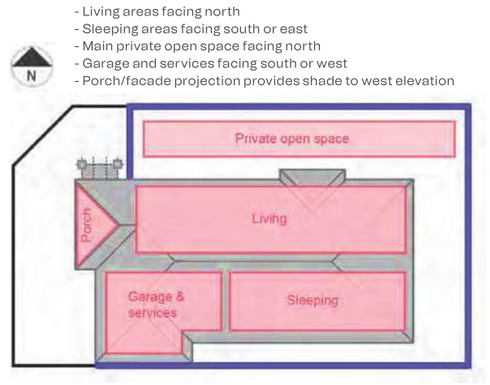


Figure 4. North facing open space and direct access to living areas

Building address

Design objectives

A. Create an attractive street address (figure 6).

B. Encourage passive surveillance of the public realm.

C. Ensure a dedicated address and frontage to the street, or both streets for corner lots.

Design controls

1. Encourage the use of high quality, durable and sustainable materials selection.
2. Access driveways and pedestrian paths should follow the natural contour profile and avoid significant excavation works or retaining walls.
3. Dwellings on corner sites shall be designed to address both street frontages by incorporating similar elements to both facades. Design elements (such as pergolas, windows and materials) used on the front facade shall continue on that part of the corner facade that will be visible and unfenced. As a minimum, feature windows matching the front facade should be provided. Highlight windows may be approved when combined with other features (such as a pergola). Each proposal will be assessed on merit by the DAP.
4. Dwellings on rear loaded lots must be designed to address the reserve or front street, with pedestrian access (the entry) facing this primary frontage. Garages must be located at the rear to allow vehicle access from the laneway.

Figure 5. Maximised solar access and natural ventilation

Figure 6. Clear and attractive street address

3.1
Site design and layout

Fencing
Design objectives

A. Residential fencing should be complementary to the neighbourhood character.

B. Ensure that fencing design complements the building and landscape design.

C. Ensure that fencing elements do not cause any negative impact on neighbouring properties, or public realm.

Design controls

1. Front fencing is not permitted (figure 7), with the exception of rear loaded lots.
2. Rear loaded lots may provide front fencing which is a min. 0.6m and max. 1.0m high and at least 30% transparent (not a solid mass). The design and materials will be assessed by the DAP, but must complement the dwelling.
3. Maximum height of side and rear fence is 1.95m.
4. Side boundary fencing must stop a minimum of 1.0m behind the front facade alignment.
5. No sheet steel / colorbond fencing or compressed board is permitted.
6. Side and rear boundary fencing must be constructed from capped timber palings with exposed posts (figure 8).
7. Fences may be painted in a colour which matches the dwelling colour scheme however, approval must be obtained from the DAP.
8. For all corner lots, fencing to the side street boundary must be horizontal Slatted Fencing or similar (figure 9). A minimum of 25% of the length of the side street boundary must remain unfenced or minimum 6-7m (figure 7). Gaps between the slats should be minimal to maintain privacy to the private open space.
9. Fencing must be completed prior to occupation of the dwelling.

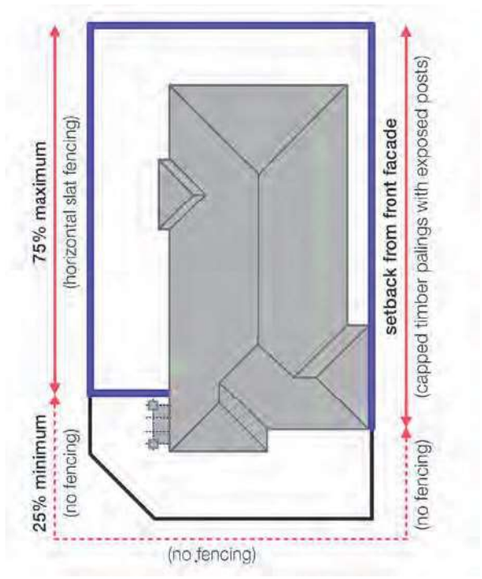


Figure 7.

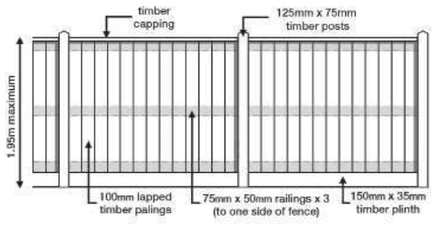


Figure 8. Capped timber palings with exposed posts

Figure 9. Corner lots: horizontal slat fencing to side street frontage.

3.1
Site design and layout

Access and car parking
Design objectives

A. Minimise pedestrian and vehicular conflicts.

B. Integrate garages and driveways in the overall dwelling design.

C. Ensure that garages and driveways do not dominate the landscape elements.

D. Rear laneways should benefit from passive surveillance from upper levels of dwellings.

Design controls

1. For lots with a double garage, the driveway width at the front boundary must not exceed 4.5m. Lots with a single garage, the driveway width at the front boundary must match the crossover (figure 10).
2. Driveways should be offset from the closest boundary by at least 0.4m to allow for a garden bed (figure 10).
3. Where possible, clearly differentiate pedestrian access from vehicular driveways (figure 11).
4. The design and finish of the driveway must complement the overall design of the dwelling. Patterned and coloured-in concrete is the minimum permitted standard. Painted on or unfinished natural grey concrete is not permitted. Exposed aggregate and unit pavers (natural stone, slate, brick), are strongly encouraged (figure 12). Plain coloured concrete driveways are only permitted for rear loaded lots.
5. Each dwelling is limited to a single vehicular crossover.
6. Internal driveways must be completed within 90 days of obtaining a Certificate of Occupancy.

Note: Crossover relocation requires the DAP and Wyndham council approval. Related costs must be paid by the property owner prior to work commencing. Relocation is not always possible due to the layout of streets and underground services.

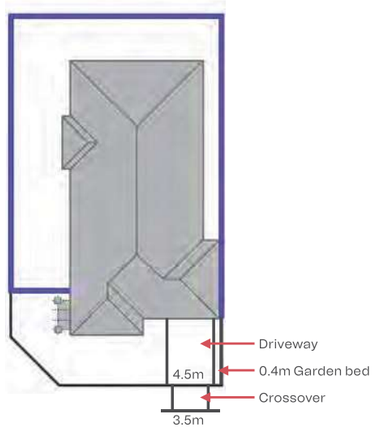


Figure 10. Appropriate driveway width and offset

Figure 11. Clear distinction between pedestrian and vehicular access

Granite cobbles

Bluestone

Exposed aggregate

Figure 12. Approved driveway finishes

3.2
Building siting

Garages
Design controls

1. Garages must be set back at least 5.0m from the main street frontage or 0.5m behind front facade of dwelling, whichever is the greater (as per the MCP). The front facade is from the main front wall, not from the veranda or porch (figure 13).
2. An enclosed garage must be provided. Carports are not permitted to the street frontage.
3. Garage doors must be a panel lift door, or slim line sectional door variety. Roller doors are not permitted on the garage entry.
4. For single storey dwellings, the width of the garage door must not exceed 46% of the lot frontage. Odd shaped lots will be assessed on their merits by the DAP.
5. Garage design must not dominate the view of the front facade as determined by the DAP (figure 14).
6. Garages should be constructed of materials which match and complement those of the front facade (figure 15).
7. Triple garages will be considered on their merits by the DAP.

Figure 13. Garage set back behind primary facade

Figure 14. Garage not to dominate the front facade

Figure 15. Complementary garage materials

3.2
Building siting

Building envelopes and setbacks
Design objectives

A. Create articulated streetscapes which respect view corridors.

B. Ensure the protection of good solar access is maintained to habitable windows.

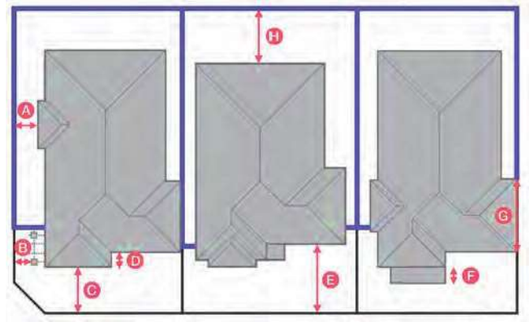
C. Avoid excessive amenity impact between lots.

D. Avoid potential overshadowing of private open spaces.

Design controls

1. Designs must comply with the Memorandum of Common Provisions (MCP) including the building envelope contained within the plan of subdivision, along with any applicable design guideline controls.
2. All setbacks must comply with the applicable building envelope.
3. The following may encroach into the minimum required front setback by up to 1.5m:
    i. Verandas, porches and pergolas that have a maximum height of not more than 3.6m above the natural ground;
    ii. Unroofed balconies that have a maximum height of not more than 4.6m above natural ground level;
    iii. Eaves, fascia and gutters;
    iv. Sunblinds and shade sails;
    v. Screens referred to in regulations 419(5)(d) or 419(5) of the Building Regulations 2006;
    vi. Decks, steps or landings – less than 800mm in height.
4. Minimum 2.0m setback from side street boundary on corner lots.
5. Garages may be built on the side boundary where permitted by the building envelope.
6. Excluding the garage, single storey walls must be setback at least 1.0m from side boundaries, however, the DAP may consider walls on boundary for small or narrow lots (where permitted by the building envelope).
7. Double storey walls must be setback from side boundaries in accordance with the building envelope. Note: Minimum setback may vary based on individual wall height, however, generally at least 1.7m will be required.
8. Minimum 1.0m rear setback for single storey walls, with increased setbacks for double storey walls as required.

Note: Easements cannot be built over.
See Figure 16 for general setbacks as mentioned above.



A	Dwelling setback from corner boundary:	Minimum 2.0m
B	Permitted encroachment:	Pergola
C	Dwelling setback from front boundary:	Within building envelope
D	Garage setback behind dwelling:	Minimum 0.5m
E	Permitted encroachment (1.5m max):	Porch
F	Garage on side boundary:	Where permitted by building envelope
G	Dwelling setback from rear boundary:	Within building envelope (and easements where applicable)
H	Dwelling set back from rear boundary:	Within building envelope (and easements where applicable)

Figure 16.

3.2
Building siting

Lots less than 300m²

All setbacks must comply with the Small Lot Housing Code as described in the applicable MCP. Refer to the Plan of Subdivision for Type A or Type B allocation.

For all medium density neighbourhood setbacks are to be as per Small Lot Housing Code or as approved by the DAP.

The applicable MCP includes (but is not limited to) the following requirements:

1. Setback from front boundary:
   - 3.0m – 4.5m for Type A lots or 1.5m – 3.0m for Type B lots

2. Setback from side street boundary on corner lots:
   - minimum 1.5m for Type A lots or 1.0m for Type B lots

3. The front facade must include at least one of the following (which may encroach the front setbacks noted above):
   - A porch which projects 0.8m – 1.5m from the front wall of the dwelling; or
   - A balcony which projects 0.3m – 1.0m from the front wall of the dwelling if the balcony is roofed or 0.8m - 1.5m if the balcony is unroofed; or
   - Fins and/or sunhoods which project 0.3m – 1.0m from the front wall of the dwelling (total height and/or length must be at least 3.1m).

4. Setback from side and rear boundaries:
   - Minimum 1.0m for walls not constructed on the boundary, plus an additional 0.3m for every metre of height over 3.6m (eg: minimum 1.6m setback required for a 5.6m wall height)
   - Refer to MCP for permitted encroachments
   - Wall height on boundary must not exceed 3.6m unless it abuts an existing building on an adjoining small lot or will abut a simultaneously approved boundary wall (eg: Townhouses)

5. First floor habitable room windows facing a side or rear boundary must:
   - be setback at least 4.5m from the boundary; or
   - have fixed obscure glazing up to a height of 1.7m above floor level; or
   - have a sill height at least 1.7m above floor level.

6. Garage doors facing the front boundary must not exceed:
   - 50% of the lot width or 30% of the area of the front façade

7. Each required habitable room window must face:
   - An outdoor space or light court with a minimum area of 3.0m² and a minimum dimension of 1.0m clear to the sky, not including land on an adjoining allotment (note: eaves, fascia and gutter cannot encroach the 3.0m²)

8. If the dwelling has 3 or more bedrooms it must have:
   - At least 24m² of private open space with a minimum dimension of 3.0m (which may be provided in two or more parcels provided that each parcel is at least 12m²); or
   - A balcony or roof top area of at least 12m² with a minimum dimension of 3.0m.

9. If the dwelling has 2 or less bedrooms it must have:
   - At least 12m² of private open space with a minimum dimension of 3.0m; or
   - A balcony or roof top area that is at least 10% of the total floor area of the building excluding garages and carports or 6.0m² with a minimum dimension of 2.0m, whichever is the greater.

10. A 12pm shadow diagram (22nd September) must demonstrate that at least 6.0m² of the private open space with a minimum dimension of 2m (eg: 3.0m x 2.0m) has access to direct sunlight. Diagram must indicate any shadows cast by future fencing as well as the building.

11. Refer to the MCP document for full list of requirements.

Jubilee Townhomes

3.3
Building form

Building height
Design objectives

A. Ensures that all houses conform to a consistent range of heights.

B. Encourage taller built forms on corner dwellings.

C. Ensure that no individual house dominates the streetscape or neighbourhood.

Design controls

1. The height and form of double storey homes must be consistent with the objectives and standards of the following statutory controls:
    - City of Wyndham Planning Scheme Clauses 54 and 55
2. Architectural detailing must be incorporated to double storey street elevations to avoid excessive building mass or flat, bulky facades. Considerations include articulation between the ground and first floor, colour and material variation and the inclusion of porches, balconies and other feature elements (figure 17).

Figure 17. Appropriate double storey design

Jubilee, Haymarket Circuit Park

3.3
Building form

Roof form
Design objectives

A. Inclusion of roof design that is simple in style and integrated with the overall building design.

Design controls

1. Roof materials must be matt in finish and non reflective.
2. Pitched roof must incorporate eaves to the street elevation/s (minimum depth of 450mm). Eaves must return and continue for at least 1.0m along the adjoining elevation/s. Double storey homes must include eaves to the entire first floor.
3. Where pitched roofs are used, the recommended roof pitch is 22.5 degrees (figure 18). Maximum roof pitch is 30 degrees.
4. Alternative contemporary roof forms (such as flat or skillion) will be considered on their merits. Flat roof forms should incorporate appropriate parapet treatment (figures 19 and 20).
6. External fixtures such as air conditioning units and service related equipment must be positioned to minimise visibility from the street frontage and coloured to blend in with the roof.

Dwelling size

Designs must comply with the following minimum floor area:

- Lots less than 300m^2: 110sqm
- Lots 300m^2 to 399m^2 : 120sqm
- Lots 400 m^2 to 499m^2: 130sqm
- Lots 500m^2 to 599m^2: 150sqm
- Lots 600m^2 to 699m^2: 170sqm
- Lots over 700m^2: 185sqm

* Please note this applies to house and garage.

Figure 18. integrated roof design

Figure 19. Skillion roof

Figure 20. Contemporary flat roof

3.4
Building design quality

Architectural style
Design objectives

A. Encourage high quality architectural design and finishes.

B. Support architectural design that is highly contemporary (Refer to figures below).

C. Buildings should be designed in their context.

D. Buildings should be designed as a whole and not in an ad-hoc manner.

Design controls

1. Building design must be prepared by a Registered Architect or a Registered Building Designer.

3.4
Building design quality

Facade treatment
Design objectives

A. Ensure that design features are used to break up building mass and create visually appealing street elevations.

B. To uphold the integrity of all new homes by ensuring that identical or similar façades are not constructed within close proximity of each other.

C. Ensure that façade treatments wrap around corners and address multiple frontages where applicable.

Design controls

1. Ensure that front doors are located on the main elevations.
2. Ensure that services / pipes are located to the rear, or hidden from public view.
3. Ensure dwelling design incorporates appropriate vertical and horizontal elements.
4. Incorporate design elements such as windows, porches, pergolas, feature wall projections/ recesses to elevations which face streets and reserves.
5. Large areas of flat or blank walls to street or reserve elevations will not be permitted.
6. Identical or overly similar façades (as determined by the DAP) shall not be built within five lots of each other. The provision will not apply to integrated housing developments.

3.4
Building design quality

Rear loaded lots
Design Objectives

A. Design of dwellings should create a positive, active street address and encourage passive surveillance onto the public realm.

B. Architectural elements and landscaping features should be used to articulate the front elevations and the side elevations for corner lots (figure 22).

C. The visual prominence of garages should be minimised through the use of design features such as materials, finishes or articulation of the built form, landscaping or a mix of single and double width garages.

D. The use of windows should be included on the primary frontage and also on the frontage of any second level above garages.

E. Second levels above garages are encouraged, including for the use as studios or balconies (figure 23).

Design controls

1. The entry should be prominent and articulated.
2. Primary frontages should comprise landscaping and must incorporate a mature canopy tree.
3. All second levels above garage frontages should incorporate a minimum of 35% fenestration.
4. Balconies or similar features should be included where possible.
5. If front fencing is proposed for the primary frontage, it must be a min. 0.6m and max. 1.0m high and at least 30% transparent (not a solid mass). The design and materials will be assessed by the DAP, but must complement the dwelling.
6. Garages where a second level above is not proposed should use alternative roof lines, including pitched and reversed angled roof-lines.

Figure 22. Architectural elements should be used to enhance street appearance and encourage passive surveillance

Figure 23. Garage not to dominate the front facade

3.4
Building design quality

Materials / colours / textures
Design objectives

A. Inclusion of different complementary materials to facade design to ensure a visually dynamic design and to enhance streetscape appeal.

B. Design should use an innovative palette that complements the landscape character.

Design controls

1. A minimum of two materials must be used on elevations facing a street or reserve and one material cannot comprise greater than 80% of the elevation. Note: Contrast brickwork or contrast render may be acceptable as a second material, however, selection must reflect an appropriate high quality finish. Items such as the roof, garage door or windows cannot be included as a second material (figure 24).
2. The use of contemporary cladding materials such as timber, tiling, corrugated colorbond and cement composite products (eg: axon or matrix cladding) is encouraged (figure 26).
3. The use of appropriate feature materials such as architectural block work, brick work (eg: stack bond brick), stone, glass and steel is encouraged (figure 25).
4. At least 30% of the external walls must be constructed from masonry or a rendered finish.
5. Roofs must be constructed from masonry or terracotta tiles or corrugated colorbond (or similar) in a neutral tone.
6. Materials and finishes such as galvanised metal, raw fibre cement sheet, raw zincalume, reflective glazing and stained glass are not permitted.
7. Primary building colours must reflect a neutral, muted palette that will blend with the landscape setting.
8. Accent colours may be permitted where used strategically for feature elements.
9. The final decision regarding all external materials and colours will be at the discretion of the DAP.

Figure 24. Contrasting materials

Figure 25. Feature stone work

Figure 26. Variety of complementary material choice

3.5
Landscape response

Design objectives

A. To ensure that private gardens enhance the overall image of the development and complement the design of dwellings.

B. To ensure at least one feature shade tree is planted in all front gardens to enhance the overall streetscape appeal, provide shade and reduce heat island effect.

C. To encourage the use of planting which are suitable to the landscape context.

D. To ensure that ancillary features are designed to complement the design of houses, landscape and neighbourhood character in general.

E. Minimise cut and fill for building on sloping sites.

F. To ensure that private landscaping elements do not unreasonably affect adjacent properties through overshadowing, or intrusive root system.

G. To avoid landscape elements from interfering with utility services.

H. Use a variety of hard and soft landscape materials to create a visually attractive and cohesive front garden. Avoid the overuse of one or two types of landscape material, which can be visually dominant and appear bland. Soft landscape treatments should pre-dominate over hard landscape treatments.

I. Ensure that garages and driveways do not dominate the landscape elements.

Hardscaping
Design controls

1. Any landscaping structure must be consistent and complementary to the facade design.
2. The use of one type of hard landscape material i.e: rockwork, gravel areas, concrete paving (other than driveway) retaining walls or sleepers should not represent more than 25% of the front landscape.
3. Limit visible retaining walls to a maximum height of 1.0m and maximum slopes allowed is at 1:4 (See figure 27 and 28). Retaining walls should be constructed from material which is complementary to the dwelling (figure 29).
4. Any exposed areas below the finished floor level should be screened by landscaping, or appropriate material treatment.

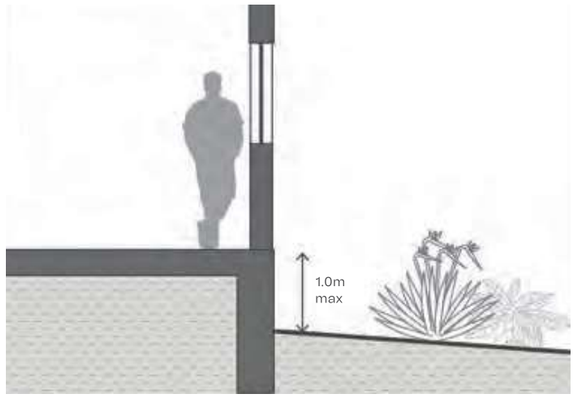


Figure 27. Limit visible retaining wall to 1.0m

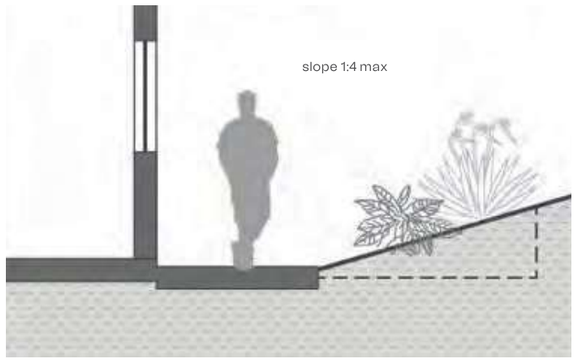


Figure 28. Maximum slopes allowed is at 1:4

Figure 29. Retaining walls constructed from complementary materials

3.5
Landscape response

Landscaping
Design controls

1. A minimum of 50% of the front garden must include permeable surfaces, including but not limited to turf/ lawn, mulched garden beds with a minimum of 15 planted shrubs and at least one feature shade tree that is a minimum of 1.5m high when planted (figure 30).

For examples of appropriate shade trees suitable to the Wyndham area refer to Appendix 1.

2. Landscaping elements shall be used to soften,or screen the appearance of storage, services and parking areas where required.
3. Vegetation choice should take into consideration drought tolerant planting and hardiness (figure 31). Prohibited species are not permitted (refer to Appendix 2).
4. Landscape elements and plantings should generally be in scale with buildings on the site.
5. Landscaping features should maintain a degree of passive surveillance of entry points to dwellings.
6. Landscape elements should not interfere with utility services.
7. Landscape elements should minimise potential negative impacts on adjacent properties through overshadowing or intrusive root systems.
8. For lots with a double garage, the driveway width at the front boundary must not exceed 4.5m. Lots with a single garage, the driveway width at the front boundary must match the crossover (figure 32).
9. Landscaping of front gardens must be completed within 6 months of obtaining a Certificate of Occupancy.
10. Try to soften hard landscape treatments such as rockwork or retaining walls with low screening plants, climbers or groundcovers.
11. Driveways should be offset from the closest boundary by at least 0.4m to allow for a garden bed (figure 32).

Figure 30. Front garden should incorporate permeable and hard surfaces

Figure 31. Drought tolerant landscaping

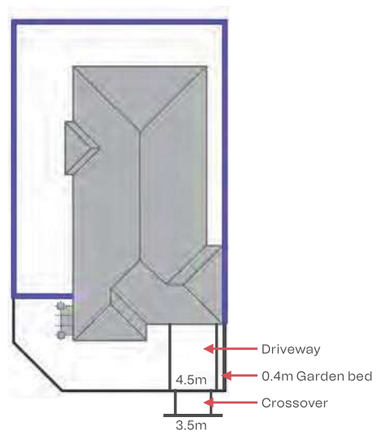


Figure 32. Appropriate driveway width and offset

3.5
Landscape response

12. Letterboxes must be of a robust and contemporary design to complement the overall building and landscape character (figure 33). Letterboxes must be installed within 30 days of a Certificate of Occupancy being obtained.
13. Developer contribution to Front Landscaping: The Developer will contribute a maximum of $1,000 (incl GST) towards the front landscaping of a Lot once the front landscaping has been completed in accordance with these Design Guidelines and appropriate evidence of completion provided to the Developer. The contribution towards the front landscaping is only available to the first purchaser of a Lot from the Developer within the precinct and will not be paid to any subsequent purchaser of the Lot.

Figure 33. Robust and contemporary letterbox

Maintenance

Design controls

1. Grass and nature strips are to be regularly cut and maintained.
2. Gardens and grass are to be kept free of pests, disease and weeds.

Jubilee, Millbrook Drive Park

Jubilee: Resident Plant Schedule

Appendix 1 - Recommended Shade Trees

VS — Very small trees maturing to <6m		
Species Detail		**Characteristic Form**
Acacia pendula Weeping Myall	Native Evergreen	Rounded, small, evergreen tree to 6m, with pendulous branches and attractive silver foliage. The tree is drought tolerant.
Agonis flexuosa 'Burgundy' Burgundy Willow Myrtle	Native Evergreen	Broad spreading semi pendulous small tree with strong burgundy new growth. Attractive small, white flowers cluster along stems from spring to summer.
Agonis flexuosa 'Jervis Bay After Dark' After Dark Willow Myrtle	Native Evergreen	Broad spreading semi pendulous small tree with burgundy to purple coloured foliage all year round. Attractive small, white flowers cluster along stems from spring to summer.
Callistemon viminalis Weeping Bottlebrush	Native Evergreen	Rounded small tree to 5m, with crimson bottlebrush flowers and pendulous foliage.
Hakea petiolaris Sea Urchin Hakea	Native Evergreen	Shrub or small dense tree to 4-5m tall. Foliage is grey-blue, elliptical to almost round. Flowers are showy, pink and white balls that resemble 'sea urchins'.
Lagerstroemia Hybrids Crepe Myrtle	Exotic Deciduous	Multi stemmed wide-spreading tree 6-8m tall. The flowers are very showy in summer and the autumn colour is quite striking. Cultivars include, 'Lipan', 'Natchez', 'Siouz', 'Tuscarora', 'Yuma' and 'Zuni'.
Malus ioensis 'Plena' Ornamental Apple	Exotic Deciduous	Small oval to rounded tree to 4-5m tall. The double flowers are showy in spring and the foliage displays striking autumn colour.
Prunus x blireana Double Flowering Plum	Exotic Deciduous	Small tree to 4-6m tall. The double pink flowers in spring give way to bronzy-purple foliage.
Robinia pseudoacacia 'Inermis' Mop Top Robinia	Exotic Deciduous	Top-grafted small tree to 3-5m, producing a straight clean trunk and a large 'ball' of foliage 2-3m. Can be striking when planted as an avenue.
Eucalyptus macrandra River Yate	Native Evergreen	Small tree or mallee to 3-6m with silvery green glossy foliage. The yellow flowers are in dense clusters from summer to autumn and the smooth grey bark peels to reveal coppery patches.
S — Small trees maturing to 6–8m		
Species Detail		**Characteristic Form**
Agonis flexuosa Willow Myrtle	Native Evergreen	Broad spreading, multi-stemmed, semi pendulous small tree to 8m. Attractive small, white flowers cluster along stems from spring to summer.
Allocasuarina verticillata Drooping She-Oak	Indigenous Evergreen	Small rounded spreading tree to 6-8m with an open canopy and needle-like, dark green foliage.
Callistemon Cultivars Bottlebrush	Native Evergreen	Large shrubs to small rounded trees to 4-8m. There are many cultivars with varying flower colours, foliage and habits. Cultivars include: 'Dawson River Weeper', 'Endeavour', 'Hannah Ray', 'Harkness', 'Kings Park Special', 'Mauve Mist and 'Rose Opal'.

Jubilee: Resident Plant Schedule
Appendix 1 - Recommended Shade Trees

Callistemon sieberi River Bottlebrush	Indigenous Evergreen	Open to dense semi weeping shrub or small tree to 4-7m. Flowers are spikes of cream to pink, borne from late spring to late autumn.
Eucalyptus forrestiana Fuchsia Gum	Native Evergreen	Small mallet or mallee eucalypt less than 8m tall. The canopy is open and rounded with showy, pendulous orange-red flowers. The fruits are persistent on the tree and remain an orange-red colour.
Eucalyptus platypus Moort	Native Evergreen	Small, dense and rounded tree to 6-10m. The leaves are small, round and glossy green and the trunk is glossy green to copper in colour.
Eucalyptus risdonii Risdon Peppermint	Native Evergreen	Small, short-trunked irregular tree reaching a height of 6-8m with grey-green adult foliage higher in the canopy.
Eucalyptus torquata Coral Gum	Native Evergreen	Small open tree to 6-8m tall. The foliage is olive green and the flowers are a pinkish orange in colour throughout spring and summer.
Fraxinus ornus Manna ash	Exotic Deciduous	Small, rounded tree to 7-9m tall. Foliage is a lush green without showy autumn colour. The white flowers are showy and borne in dense clusters.
Gleditsia triacanthos 'Sunburst' Sunburst Honey Locust	Exotic Deciduous	Upright spreading small tree to 8m with light yellow-green fine leaflets.
Olea europaea Olive	Exotic Evergreen	Small upright tree to 6-7m tall. The foliage is a silvery green and the trunk forms a twisted gnarled look with age. Two selections are almost fruitless, 'Swan Hill' or 'Tolley's Upright'.
Acacia implexa Lightwood	Indigenous Evergreen	Small to medium erect evergreen tree to 8m tall. With dense bright green foliage and creamy acacia flowers from summer to autumn.
Allocasuarina littoralis Black She-Oak	Indigenous Evergreen	Upright conical small tree to 8-10m with needle-like, dark green foliage and a trunk developing hard furrowed bark.
Banksia integrifolia Coastal Banksia	Native Evergreen	Erect small to medium tree to 6-10m. Foliage is green on the top and white underneath. Flowers are yellow spikes borne throughout the year.
Brachychiton acerifolius Flame Tree	Native Semi-deciduous	Erect oval to conical medium sized tree to 8-12m. The tree can be deciduous from late winter to summer. The leaves are large with 3-7 lobes and the flowers are bright scarlet in terminal panicles from late spring to early summer.
M — Medium trees maturing to 8–15m		
Species Detail		**Characteristic Form**
Brachychiton discolor *Queensland Lacebark Tree*	Native Semi-deciduous	Dense conical tree to 14m tall with large, mostly palmate leaves that are green on the top side and hairy and white on the underside. Flowers are small 3-4cm long and orange-red to pink over summer.

Jubilee: Resident Plant Schedule
Appendix 1 - Recommended Shade Trees

Brachychiton populneus Kurrajong	Native Evergreen	A medium-sized upright to oval canopied tree with a large trunk to 10-12m tall. The leaves are mostly small and bright green, flowers are inconspicuous.
Callistemon salignus Willow Bottlebrush	Native Evergreen	Upright rounded large shrub to small tree to 9m. The foliage is a bright green with new foliage pink. Flowers are small, yellow bottlebrushes and the bark is papery and peeling.
Celtis australis Nettle Tree	Exotic Deciduous	Broad-crowned tree to 10-12m tall. The bark is smooth and grey, foliage is green and rough with serrated margins.
Celtis occidentalis Hackberry	Exotic Deciduous	Broad-crowned tree to 10-12m tall. The bark is smooth and grey, foliage is green and rough with serrated margins.
Corymbia eximia Yellow Bloodwood	Native Evergreen	Rounded tree to 10-12m tall with pendulous, blue-green, sickle-shaped foliage. Masses of creamy flowers are borne on the outside of the canopy in spring.
Corymbia ficifolia Red Flowering Gum	Native Evergreen	Dense rounded tree to 8-10m. Masses of pink, red or orange flowers are borne on the outside of the canopy over summer.
Eucalyptus leucoxylon connata Yellow Gum	Indigenous Evergreen	Medium upright to oval tree to 12m with an open canopy and creamy yellow flowers from winter to spring. The bark is more or less smooth with some rough basal peeling bark, white to grey in colour.
Eucalyptus polyanthemos vestita Red Box	Indigenous Evergreen	Round-headed to upright eucalypt to a height of 10-12m. Adult leaves are a slate grey colour and bark is rough 'box'.
Eucalyptus pulchella White Peppermint	Native Evergreen	Medium sized, oval to rounded tree to 10-15m with an open canopy. The trunk is mostly smooth and white, and the leaves are narrow and pendulous creating a weeping effect.
Fraxinus excelsior 'Aurea' Golden Ash	Exotic Deciduous	Small to medium, slow growing tree 8-10m tall. New stems are yellowish in colour with almost black winter buds. Foliage is bright green turning golden in autumn.
Fraxinus pennsylvanica Urbdell Urbanite Urbanite Ash	Exotic Deciduous	Medium sized tree 10-12m with large, pinnate, bright green leaves. Autumn colour is variable from yellow to deep burgundy.
Gleditsia triacanthos 'Shademaster' Shademaster Honey Locust	Exotic Deciduous	Vigorous growing, open spreading tree to 10-12m tall. Foliage is divided into small leaflets that provide yellow autumn colour.
Hymenosporum flavum Native Frangipani	Native Evergreen	Small to medium-sized tree 6-10m tall. Glossy, dark green foliage and small, fragrant, yellow flowers in spring.
Jacaranda mimosifolia Jacaranda	Exotic Deciduous	Small to medium-sized spreading tree to 8-12m with an open canopy. The foliage is divided into many fine leaflets. The lilac-blue flowers are very showy and are borne on the outside of the canopy in late spring to summer.

4.0 Ancillary

4.0 Ancillary

Design controls

1. Service related structures should not be visible from the street frontage or public spaces. Their locations must be indicated on house plans as part of the application.
2. Where possible air conditioning condenser units should not be visible from the street frontage or from neighbouring properties.
   i. Roof mounted evaporative cooling units must not protrude above the roof ridgeline. They must also be coloured to blend with the roof and of an appropriate size (preferably low profile) (figure 34).
   ii. Solar panels should not be installed to the front elevation, however if the front elevation is the best functional position for optimum solar exposure, then it will be permitted subject to DAP approval.
   iii. Letterboxes must be of a robust and contemporary design to complement the overall building and landscape character.
   iv. Letterboxes must be installed within 30 days of a Certificate of Occupancy being obtained.
   v. No temporary letterboxes are acceptable.

Limit to one (maximum 600mm x 900mm) promotion of houses for sale and advertising of builders during construction, unless prior approval is granted by the DAP. No other advertising signage is permitted on either vacant land or occupied allotments. Any form of signage must be removed once construction of the dwelling is completed. This excludes ALL developer signage.

No handwritten / illuminated signage is allowed.

All ancillary items and services, including but not limited to clotheslines, bin receptacles and service meters should be sited unobtrusively and away from public view where possible.

3. Storage of caravans, trailers, boats and parking of large tonne trucks or vehicles, are not permitted on driveways, streets, vacant lots etc. Storage of these items should be out of public view (behind a slatted fence is acceptable).
4. Proper internal window furnishings must be installed to all street elevations prior to occupation of the dwelling.
5. The use of canvas awnings, aluminium roller shutters and/or similar to windows to the front façade is prohibited unless approved by the DAP. Security doors and windows are permitted subject to DAP approval.
6. Tinted windows to the front façade are permitted for security or environmental (UV protection from the sun) reasons only.
7. Sheds, outbuildings and similar structures must be designed and located in a way which minimises visibility and potential impact on neighbouring properties and the streetscape. The DAP will assess these structures on their merits, however structures which are deemed to be of an excessive size will not be approved. It is recommended that future storage needs are considered prior to construction. Where required, additional space should preferably be incorporated within the garage design.
8. Jubilee is NBN ready. Refer to: www.nbnco.com.au/residential/getting-connected
9. Jubilee is serviced by recycled water. Refer to your builder for requirements.

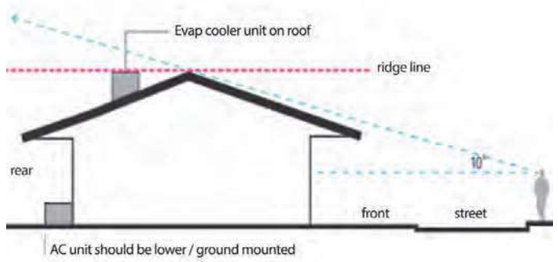


Figure 34. Locate air conditioning unit below the ridge line

5.0 Acknowledgement

5.0 Acknowledgement

The purchaser/s acknowledge that they have received a copy and read the Jubilee Design Guidelines and agree to comply with all Design Objectives and Design Controls outlined in this document.

Non compliance

Any breach of the Design Guidelines is viewed very seriously by the Developer and Owners Corporation.

Upon the receipt of a letter from the OC advising a breach of the Design Guidelines, the Purchaser must immediately rectify the identified breach.

Purchaser signature:

Name in print:

6.0 Application form

6.0
Jubilee Design application form

Complete and attach this cover sheet to your application to the DAP.

Allotment Details

Lot Number

Street

Owner Details

Full Name

Mailing Address

Phone BH

Mobile

Email

Builder Details

Name

Company

Mailing Address

Phone BH

Mobile

Email

Design Details

House Type

Facade Type

Attachments Checklist

These details are usually supplied by your builder or architect:

- ☐ Full set of building plans including site plan, floor plan/s, roof plan, and elevations to be emailed in pdf format
- ☐ Materials and Colour Schedule for the dwelling to be emailed in pdf format

Please ensure that the following elements are indicated on building plans:

- ☐ The location, materials, height and colour of front, side and rear fence
- ☐ The materials and colour for the driveway
- ☐ The colour and type of garage door
- ☐ Details of any cut and fill proposed to create the building platform and driveway, final levels and any retaining walls proposed
- ☐ The location, materials and type of fencing

The locations of external fixtures including:

- ☐ Clothesline
- ☐ Garden shed(s)
- ☐ Solar water heater, hot water service, ducted heating unit
- ☐ TV antenna
- ☐ Air conditioner
- ☐ Letterbox
- ☐ Any proposed change to the location of the crossover

I / We certify that the information in the attached application is a true and accurate representation of the home I/ We intend to construct. In the event that changes are made to the proposed plans, I / We undertake to resubmit this application for approval of such changes.

Signed

Name in print

Date

Celebrate
life at Jubilee

Live colourfully

Celebrate living life your way at Jubilee, a community of connected and welcoming neighbourhoods set within Wyndham Vale at the heart of Melbourne's thriving west. It's a place to call home. Where family comes first and the future is bright. Where space and nature are the standard and an active, healthy lifestyle is made easy.

Celebrate pride of place. A home that inspires and energises, setting a new benchmark for quality, style and affordable prestige. Where your choice is not just between Land, House and Land, Townhomes or Apartments, but whether you want to be closer to sports fields and parks, playgrounds and wetlands, childcare and schools, shops and restaurants or wellness spaces or Recreation Centres.

Visit our website for more information.
myjubilee.com.au

ANOTHER
LOTUS LIVING
DEVELOPMENT

The information represented in these Design Guidelines has been provided to Lotus Oaks Pty Ltd, ABN 51 007 080 177, Lotus Oaks Developments Pty Ltd ABN 71 897 387 383 and its associated entities (us, we, our) by third party builders and Jubilee Town Architects . We have made reasonable efforts to ensure the accuracy of all details in these Design Guidelines is correct, however, it should be used as a general guide only. No a warranty can be given by us regarding the accuracy, adequacy or completeness of any information presented. In particular, the images, façades, rendering, finishes, dimensions, sizes and areas, facilities, amenities, infrastructure, number of land lots, the configuration of these other information displayed in these Design Guidelines may change depending on a range of variable factors including, but not limited to, council building approvals and planning consent, market conditions, finance and government and municipal requirements. As a result, the information is preliminary only and subject to change without notice. You should rely on the Contract of Sale and your own independent enquiries and financial and legal advice. As of August 2023.

Jubilee Design Assessment Panel

72 Bridport St, Albert Park VIC 3206
03 9699 2133
approvals@finnis.com.au

myjubilee.com.au

Date of issue: August 2023

Quantum UNITED
Redefining communities

CHANGE OF OWNERS DETAILS/ ADDRESS FORM

Section 134 Owners Corporation Act 2006

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

Dated: _____ **Signature of owner/s 1:** _____

Signature of owner/s 2: _____

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

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

Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

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

DX 259 Melbourne

Recreational Facilities Agreement

Club Jubilee UT Pty Ltd ACN 612 446 456
as trustee for the Club Jubilee Unit Trust

and

Owners Corporation No. 1 PS724513H

Contents

Schedule 1 1

1. Definitions 2

1.1 Definitions 2
1.2 Interpretation 5

2. Grant of Access and Commencement Date 5

2.1 Access 5
2.2 Commencement Date 6

3. Owners Corporation's rights and obligations 6

3.1 Use 6
3.2 Recreational Facilities equipment 6
3.3 Responsibility for damage to property 7
3.4 Changes relating to Lots 7
3.5 Suspension of Lot Owner's rights 7
3.6 Nature of Rights 7

4. Operator's rights and obligations 7

4.1 Provision of Services and Duties of Operator 7
4.2 Appointing a manager 8
4.3 Performance of Duties 8
4.4 Additional Services 8
4.5 Public liability insurance 8
4.6 Privacy 9
4.7 Rules 9
4.8 Exclusions and Limitations 9
4.9 Additional Recreational Facilities 9

5. Payment 10

5.1 Fees 10
5.2 Payment of Fees 10
5.3 Fee Increases 11
5.4 Market Fee Review 11

6. Option for a further term 12

6.1 If the Operator: 12

7. GST 13

7.1 Amounts otherwise payable do not include GST 13
7.2 Liability to pay any GST 13
7.3 Reimbursements 13
7.4 Tax Invoice 13

8. Indemnity 13

9. Termination 14

9.1 Termination by the Owners Corporation 14
9.2 Termination by Operator 14

10. Dispute resolution 14

11. Assignment 15

12. Trustee Limitation of Liability 15

13. Notices 16

13.1 Delivery of notice 16
13.2 Particulars for delivery 17
13.3 Time of service 17

14. Governing law 17

15. General 17

15.1 Variation 17
15.2 Counterparts 18
15.3 Entire agreement and no reliance 18
15.4 Liability 18
15.5 Severability 18
15.6 Waiver 18
15.7 Further assurance 18
15.8 Survival and enforcement of indemnities 18
15.9 No merger 19
15.10 Business Day 19

Attachment 1 - Rules 21

1. Definitions 21

2. Who is Bound by these Rules 21

3. Membership access 22

4. Recreational facilities 22

5. Security Devices 23

6. Advertising and selling 24

7. Smoking and alcohol restrictions 24

8. Water Park Area (water park, pools & changing area) 24

9. Gymnasium 25

10. Vehicles and parking 26

Attachment 2A Recreational Facilities 27

Schedule 1

1.	**Operator:**	Club Jubilee UT Pty Ltd ACN 612 446 456 as trustee for The Club Jubilee Unit Trust of IBM Centre (Tower), Level 10, 60 City Road, Southbank Vic 3006
2.	**Owners Corporation:**	Owners Corporation No. 1 PS724513H of Suite 201, 126 Wellington Parade, East Melbourne, Vic 3002
3.	**Commencement Date:**	45 days after the Operator provides the notice required under clause 2.2.1
4.	**Term:**	The Commencement Date to 30 June 2049
5.	**Further Term(s)**	2 further terms of 33 years each (less one day)
6.	**Fee:**	$875,160 per annum until varied under the provisions of this Agreement

Recreational Facilities Agreement

Dated 23 5 16

Parties

Operator

and

Owners Corporation

Background

A. The Operator is or will be responsible for the care, control and management of the Recreation Centre.

B. The Operator has agreed to provide access to the Recreational Facilities in the Recreation Centre to the Owners Corporation and the Owners Corporation has agreed to accept access to and use of the facilities on the terms and conditions as set out in this Agreement.

The parties agree

1. Definitions

1.1 Definitions

In this document unless expressed or implied to the contrary:

Additional Services means the services as notified by the Operator to the Owners Corporation from time to time.

Agreement means this Agreement including the Schedules and Attachments.

Attachment means an attachment to this Agreement.

Business Day means Monday to Friday excluding public holidays in Victoria.

Commencement Date means the date of commencement of the Term as set out in in Item 3.

Development means all the land in the Plan and any surrounding land to be developed and known as Jubilee.

Excluded Facilities means the excluded facilities specified in item 3 of Attachment 2A and any excluded facilities specified in a Nominated Recreational Facilities Attachment.

Fee means the fees of the Operator for provision of the services of the Recreational Facilities as specified in Item 6.

Force Majeure means events or occurrences beyond the control of the parties including:

(a) war, terrorism, revolution, insurrection, riot or invasion;

(b) earthquake, fire, cyclones, lightening, winds or other acts of God;

(c) industrial relations or strikes; or

(d) weather sufficiently inclement to prevent the Developer and/or its builder from proceeding with the Developer's Works.

Further Term means the term of this Agreement granted as a result of the exercise by the Operator of an option contained in this Agreement for renewal of the Term.

GST Act means A New Tax System (Goods and Services Tax) Act 1999 (Cth).

GST Law has the meaning given to that term in the GST Act and words and expressions that are not defined in this Agreement but which have a defined meaning in the GST Law have the same meaning as in the GST Law.

Independent Expert means the person appointed under clause 5.4.6 to resolve or determine any Fee dispute.

Insolvency Event means any of the following events:

(a) a party becomes insolvent;

(b) provisional liquidator or liquidator is appointed to a party or a party enters into a scheme of arrangement with its creditors or is wound up;

(c) a party assigns any of its property for the benefit of creditors or any class of them;

(d) an encumbrancee takes any step towards taking possession or takes possession of any assets of a party or exercises any power of sale; or

(e) a distress, attachment or other execution is levied or enforced against a party in excess of $500,000.00.

Item means an item in Schedule 1 unless expressed to the contrary.

Land means the land specified in item 1 of Attachment 2A and any additional land specified in a Nominated Recreational Facilities Attachment.

Lot means a residential lot shown on the Plan including without limitation a residential dwelling lot, a medium density lot, a townhouse lot or an apartment lot.

Lot Owner means any owner of a Lot which is a member of the Owners Corporation and where it is consistent with the context includes any person or entity authorised by the owner of the Lot to occupy the Lot as tenant or licensee.

Market Review Dates means the fifth, tenth, fifteenth, twentieth, twenty-fifth and thirtieth anniversaries of the Commencement Date and at the commencement of any Further Term.

Nominated Recreational Facilities Attachment means a document substantially in the form of Attachment 2A but numbered 2B, 2C and so on.

Opening Hours means the times:

(a) noted in item 4 of Attachment 2A;

(b) specified in a Nominated Recreational Facilities Attachment relevant to the recreational facilities specified in that attachment; or

(c) as notified by the Operator to the Owners Corporation from time to time in writing.

Operator means the Operator specified in Item 1 and includes the Operator's successors and assigns and where it is consistent with the context includes the Operator's agents, employees and contractors.

Other Owners Corporations means any owners corporations affecting the Development other than the Owners Corporation.

Owners Corporation means the Owners Corporation identified in Item 2 and where it is consistent with the context includes the Lot Owners.

Personal Information means any information or opinion about a natural person (whether or not true), as defined in the *Privacy Act*, which either party deals with in connection with performing its obligation under this Agreement.

Plan means plan of subdivision PS724513H.

Privacy Act means the *Privacy Act 1988* (Cth).

Privacy Law means the Privacy Act (including the Australian Privacy Principles under the Privacy Act), and any other privacy or general legislation which binds the parties and which relates to the protection of Personal Information.

Recreation Centre means the building(s) on the Land containing the Recreational Facilities and the Excluded Facilities.

Recreational Facilities means the recreational facilities made available by the Operator at the Recreation Centre for use by the Lot Owners including but not limited to the recreational facilitates specified in item 2 of the Attachment 2A and any additional recreational facilities specified in a Nominated Recreational Facilities Attachment but does not include the Excluded Facilities.

Relevant Laws means all laws, regulations, guidelines, codes, by- laws, policies, permits, licences, authorisations applicable to the operation and provision of the Recreational Facilities.

Rules means the rules set out in Attachment 1 in relation to the use of the Recreational Facilities as amended by the Operator from time to time.

Security Device means a key, magnetic card or other device used to open and close doors, gates and locks or to generate alarms, security systems or communication systems in respect of any part of the Recreational Facilities.

Settlement means the completion of the sale of a Lot from Lotus Oaks Pty Ltd ACN 007 080 177 as trustee for the Bozzo Family Trust to a purchaser.

Term means the period specified in Item 4 including and commencing on the Commencement Date.

1.2 **Interpretation**

In this Agreement unless the contrary intention appears:

1.2.1 a reference to this Agreement or another instrument includes any written variation or replacement of them;

1.2.2 a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

1.2.3 the singular includes the plural and vice versa;

1.2.4 where a word or phrase is defined, its other grammatical forms have a corresponding meaning;

1.2.5 the background or recitals to this document are adopted as and form part of this Agreement;

1.2.6 the word person includes a firm, a body corporate, an unincorporated association or an authority;

1.2.7 an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;

1.2.8 a reference to anything (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of persons is a reference to any one or more of them;

1.2.9 references to a clause or schedule or annexure shall be construed as references to a clause of or schedule or annexure to this Agreement and references to this Agreement shall include its schedules and any annexures;

1.2.10 a reference to "$", "A$" or "dollar" is a reference to Australian currency;

1.2.11 a reference to a time is a reference to Australian Eastern Standard Time or Australian Eastern Daylight Time, whichever is appropriate;

1.2.12 a reference to a party includes its executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;

1.2.13 a reference to writing includes any method of representing words, figures or symbols in a permanent and visible form;

1.2.14 no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this document or any part of it; and

1.2.15 the words "including", "for example", "such as" or other similar expressions (in any form) are not words of limitation.

2. Grant of Access and Commencement Date

2.1 **Access**

2.1.1 The Operator hereby grants the Owners Corporation non-exclusive access to use the Recreational Facilities, for the Term, on, and subject to, the covenants,

conditions, powers and provisos of this Agreement and with a right of access to the Recreation Centre as necessary.

2.2 **Commencement Date**

2.2.1 The Operator will, at least 45 days before the Commencement Date provide the Owners Corporation with:

(a) written notice of the Commencement Date;

(b) if applicable, an updated Attachment 2A to reflect any minor changes in the Land, Recreational Facilities, Excluded Facilities and Opening Hours prior to the Commencement Date whereupon Attachment 2A is deleted and replaced with the updated attachment;

(c) if required by the Operator, amended Rules whereupon, despite clause 4.7.1, they will take effect on the Commencement Date; and

(d) Security Device application forms for completion by the Lot Owners.

2.2.2 Subject to the Owners Corporations' compliance with clause 2.2.3, the Operator will provide the Owners Corporation with up to the number of Security Devices for each Lot Owner permitted by the Rules or as authorised by the Operator from time to time at least 5 Business Days before the Commencement Date.

2.2.3 Within 21 days of receipt of the notice required under clause 2.2.1, the Owners Corporation must provide the Operator with a completed Security Device application form for each Lot.

2.2.4 For the sake of clarity, the Owners Corporation acknowledges that the Operator is not obliged to issue a Security Device for any Lot for which a completed Security Device application form has not been submitted.

3. Owners Corporation's rights and obligations

3.1 **Use**

3.1.1 The Owners Corporation must use and must ensure the Lot Owners use the Recreational Facilities only for the permitted purposes and only during the Opening Hours.

3.1.2 The Owners Corporation must and must ensure that the Lot Owners only park in the areas designated by the Operator for parking when using the Recreational Facilities.

3.1.3 The Owners Corporation must ensure that the Lot Owners comply with the Rules.

3.1.4 The Owners Corporation must ensure that all of the Lot Owners receive a copy of the Rules and a copy of any notification from the Operator of any amendments to the Rules.

3.2 **Recreational Facilities equipment**

The Owners Corporation will not appropriate for its own use the Recreational Facilities equipment, tools, or furnishings located in or about the Recreational Facilities without the prior written approval of the Operator.

3.3 **Responsibility for damage to property**

Any damage to any of the Recreational Facilities property which is caused or arises from the abuse or negligence on the part of the Owners Corporation, will be rectified at the cost of the Owners Corporation. Any additional cleaning required as a result of use by the Owners Corporation will be charged to the Owners Corporation.

3.4 **Changes relating to Lots**

If there is any change in ownership or occupation of a Lot, the Owners Corporation must promptly:

3.4.1 inform the Operator of the change; and

3.4.2 return to the Operator all Security Devices issued to the particular Lot Owner.

3.5 **Suspension of Lot Owner's rights**

3.5.1 The Owners Corporation may by at least 5 Business Days' notice in writing to the Operator require the Operator to suspend the rights of a Lot Owner to use the Recreational Facilities and to confiscate or deactivate any Security Device held by the Lot Owner if a Lot Owner is in arrears in payment of any Owners Corporation fees.

3.5.2 The Operator will take all reasonable steps to comply with any Owners Corporation's notice issued pursuant to clause 3.5.1.

3.5.3 The Owners Corporation must indemnify the Operator from and against all actions, claims and losses which the Operator may incur arising from its compliance with the Owners Corporation notice issued under clause 3.5.1.

3.6 **Nature of Rights**

The rights of the Owners Corporation under this Agreement:

3.6.1 are personal to the Owners Corporation;

3.6.2 rest only in contract; and

3.6.3 do not give the Owners Corporation any estate or interest in any part of the Recreational Facilities or any right of exclusive possession.

4. Operator's rights and obligations

4.1 **Provision of Services and Duties of Operator**

In the provision of the Recreational Facilities the Operator must:

4.1.1 comply with all Relevant Laws;

4.1.2 use all reasonable endeavours to ensure that the Recreational Facilities are operated, maintained, repaired and replaced at all times to a standard commensurate with Recreational Facilities of a similar nature;

4.1.3 use all reasonable endeavours to make sure that all equipment, facilities, products and consumables provided or used by the Operator are fit for the purpose of providing the Recreational Facilities in accordance with this Agreement;

4.1.4 take all reasonable steps to make sure that no injury or damage is caused to persons or to property in providing the Recreational Facilities.

4.2 **Appointing a manager**

The Operator may from time to time appoint and if necessary replace from time to time, a manager to manage the Recreational Facilities and Recreation Centre.

4.3 **Performance of Duties**

4.3.1 The Operator will not be required to provide the Recreational Facilities if:

(a) a Force Majeure event has occurred; or

(b) the Owners Corporation, any Lot Owner, member or third party contributed to the failure to provide the Recreational Facilities.

4.3.2 The Operator may perform scheduled or unscheduled maintenance on the Recreational Facilities or any other equipment installed within the Recreational Facilities for the provision of the Recreational Facilities from time to time. Where possible, the Operator will provide the Owners Corporation with advance notice of any such maintenance and will use reasonable endeavours to minimise any disruption to the services provided at the Recreational Facilities as a result.

4.3.3 Despite any provision in this Agreement, the Operator does not warrant and is not required to provide continuing availability of the services at the Recreational Facilities and will not be liable for any interruption to the services provided at the Recreational Facilities.

4.3.4 Subject to the Operator's obligations under this clause 4, the Owners Corporation acknowledges that the Operator may provide the Recreational Facilities in a manner determined by the Operator in its absolute discretion.

4.4 **Additional Services**

4.4.1 The Operator may, during the Term, provide the Additional Services to a Lot Owner or the Owners Corporation for an additional fee, provided that such use does not unreasonably interfere with the Owners Corporation's use of the Recreational Facilities.

4.4.2 The Operator may restrict access to any part of the Recreational Facilities so as to be able to conduct specific activities in the restricted areas including providing classes to members of the public provided that these restricted areas are limited areas only and do not adversely affect the Owners Corporation's overall use and enjoyment of the Recreational Facilities. Where possible, the Operator will provide the Owners Corporation with advance notice of any such activities and the restricted area.

4.4.3 The Owners Corporation acknowledges that it is not entitled to exclusive access to use the Recreational Facilities and that the Operator may provide access to the Recreational Facilities to any Other Owners Corporation or to any other persons on such terms and conditions as it deems fit provided that the Operator requires all other approved users to comply with the Rules.

4.5 **Public liability insurance**

4.5.1 The Operator must take out and pay for public liability insurance with a recognised insurer.

4.5.2 The policy taken out under clause 4.5.1 must:

(a) provide coverage for at least $20,000,000; and

(b) cover all liability for loss, injury or damage to person or property and must be on the terms and conditions usual for such policies.

4.6 **Privacy**

The Operator acknowledges and agrees that it:

4.6.1 is responsible for the collection, use, storage and otherwise dealing with the Personal Information of the Owners Corporation and the individual Lot Owners; and

4.6.2 will comply with and ensure that its employees, agents and contractors comply with the requirements of any Privacy Law in respect of all personal information collected, used, stored or otherwise dealt with under or in connection with this Agreement.

4.7 **Rules**

The Operator may:

4.7.1 vary or amend the Rules from time to time. The Operator must provide the Owners Corporation with a copy of the amended Rules at least 30 days before the new rules are to take effect;

4.7.2 suspend the access rights of any Lot Owner if the Lot Owner commits a serious or persistent breach of the Rules; and

4.7.3 require the Owners Corporation to take action against a Lot Owner in relation to enforcement of the Rules.

4.8 **Exclusions and Limitations**

The Operator will not be liable:

4.8.1 for any failure or delay in providing any of the services at the Recreational Facilities; and

4.8.2 to the extent permitted by the law, to any person for any indirect, special or consequential loss or damage in connection with the benefit of the access rights granted under this Agreement whether in contract, tort (including negligence), statute or otherwise.

4.9 **Additional Recreational Facilities**

4.9.1 If the Operator wishes to grant the Owners Corporation non-exclusive access to use additional recreational facilities and incorporate the additional recreational facilities within the terms of this Agreement, it must provide at least 45 days' written notice to the Owners Corporation together with a Nominated Recreational Facilities Attachment including details of:

(a) the additional land;

(b) the additional recreational facilities;

(c) any excluded facilities; and

(d) the opening hours for these additional recreational facilities.

4.9.2 The Operator acknowledges and agrees that any additional land and recreational facilities specified in the Nominated Recreational Facilities Attachment must be within the Development.

4.9.3 Once a Nominated Recreational Facilities Attachment is provided to the Owners Corporation, the:

(a) attachment is taken to be incorporated into this Agreement as an additionalAttachment;

(b) subject to the Rules, Owner's Corporations right to use the additional recreational facilities and access the Recreation Centre on the additional land commences on the date which is 45 days after the Operator provides the notice required under clause 4.9.1 (**Effective Date**); and

(c) definition of Recreation Centre is taken to include the building(s) on the additional land containing the additional recreational facilities and excluding any excluded facilities referred to in the attachment.

4.9.4 The Operator may amend the Rules to deal with any additional recreational facilities and, if it does do so, must provide a copy of the amended Rules to the Owners Corporation at the same time as providing the Nominated Recreational Facilities Attachment whereupon, despite clause 4.7.1, they will take effect on the Effective Date.

4.9.5 The Owners Corporation acknowledges and agrees that the Operator does not give any representations or warranties on the nature, form, type or extent of the additional recreational facilities or the Opening Hours for these facilities.

4.10 Business Names

The Operator must not use a business name or trading name at the Recreation Centre other than 'Club Jubilee' without obtaining the prior written consent of the Owners Corporation such consent not to be unreasonably withheld or delayed.

5. Payment

5.1 Fees

Subject to the terms of this clause 5, in consideration of the Operator providing the services in the Recreational Facilities in accordance with this Agreement, the Owners Corporation will pay the Operator the Fee from the Commencement Date.

5.2 Payment of Fees

5.2.1 The Owners Corporation covenants with the Operator to pay to the Operator, without demand and without deduction or right of set-off whatever, the Fee by equal monthly instalments (and proportionately for any part of a month) in advance on the first day of each month. The first instalment must be paid on the Commencement Date. All of those instalments must be paid to the place and by the means as the Operator may from time to time by notice direct.

5.2.2 If the Owners Corporation fails to pay the Fee in accordance with clause 5.2.1, the Operator may:

(a) suspend the provision of the Recreational Facilities services until such time as the Fee and any outstanding Fee are paid in full; and

(b) without prejudice to any other rights pursuant to this Agreement or at law charge interest at the rate of two percent (2%) higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 and this amount shall be payable on demand on all outstanding amounts owing pursuant to this Agreement together with all expenses (including the legal costs on an indemnity basis) incurred by the Operator as a result of the breach.

5.2.3 The interest payable under clause 5.2.2(b):

(a) accrues from day to day from and including the due date for payment up to the actual date of payment after as well as before judgement; and

(b) may be capitalised by the person to who it is payable at monthly intervals.

5.3 **Fee Increases**

5.3.1 The Owners Corporation acknowledges that the Fee as set out in Item 6 is an estimate only and is based on $715 per Lot within the Plan on the assumption that there will be 1,224 Lots within the Plan.

5.3.2 At the commencement of the Term, the Operator may by notice in writing to the Owners Corporation increase the Fee to reflect any increases in the cost of provision of the Recreational Facilities that have arisen prior to the Commencement Date and that increased Fee will be payable in accordance with 5.2. Any Fee increase pursuant to this clause is capped at not more than 10% of the Fee in Item 6.

5.3.3 During the Term the Operator may increase the Fee on the anniversaries of the Commencement Date (other than a Market Review Date) on providing twenty (20) days written notice to the Owners Corporation. Any Fee increase is capped at not more than 10% of the fee immediately preceding the increase.

5.3.4 At the commencement of the Term or during the Term, either party may by notice in writing to the other party reduce or increase the Fee to reflect the actual number of Lots for which separate titles have issued and for which Settlement has been effected. This clause does not apply to any Further Term.

5.4 **Market Fee Review**

5.4.1 The Operator may adjust the Fee on a Market Review Date based on a market review of the Fee. Any Fee increase pursuant to this clause is not capped but must not be less than the Fee immediately payable prior to the review date.

5.4.2 At least 3 months before a Market Review Date the Operator may serve on the Owners Corporation a notice of its assessment of the Fee reviewed to take into account a change in the cost of provision of the Recreational Facilities services and a change in market conditions (**Revised Fee**).

5.4.3 Provided any such review is undertaken within 6 months of the Market Review Date the Parties agree that:

(a) the Operator will not, by reason of its failure to give the notice required in clause 5.4.1 forfeit its right to have the Fee reviewed as from that Market Review Date;

(b) the payment of and receipts for the Fee at a lesser amount due to the Operator's failure to review will not prejudice the Operator's right subsequently to demand payment of any additional fee payable as a result of such review pursuant to the provisions of this clause 5.4; and

(c) the Revised Fee which should have been paid will date back to and be payable from the particular Market Review Date.

5.4.4 If the Owners Corporation disagrees with the Revised Fee the Owners Corporation must within 30 days give the Operator a notice that the Owners Corporation disputes the Revised Fee assessed by the Operator.

5.4.5 If the Owners Corporation fails to provide the notice required in clause 5.4.4, the Owners Corporation will be regarded as having agreed to the Revised Fee and the Revised Fee will be payable by the Owners Corporation.

5.4.6 If the Operator and the Owners Corporation fail to agree on the Revised Fee, then the matter must be referred for determination in writing to an Independent Expert who must act as an expert and not as an arbitrator and the written determination of such expert will be conclusive and binding upon the parties. The parties must endeavour to reach agreement on the appointment of the Independent Expert within 7 days of any such dispute arising, failing which either party may initiate the process to have an Independent Expert appointed by the President of the Australian Property Institute (Victoria).

5.4.7 If the Australian Property Institute fails or refuses to appoint the expert within twenty-one (21) days of being requested to do so by either party or fails or refuses to appoint a substitute or substitutes within twenty-one (21) days of being requested to do so by either party after a person appointed as an expert fails or refuses to make a determination within one (1) month of being appointed then the parties will be deemed to have agreed to submit the matter or the dispute for determination by arbitration under the Commercial Arbitration Act 1984. In any arbitration between the parties each of the parties may be represented by a barrister or solicitor.

6. Option for a further term

6.1 If the Operator:

6.1.1 wishes to extend this Agreement for a Further Term specified in Item 5 to commence immediately after the end of the Term; and

6.1.2 gives the Owners Corporation not less than three (3) months' notice nor more than six (6) months' notice to that effect before the end of the Term; and

6.1.3 at the date of giving such notice, and between that date and the end of the Term is not in material default in complying with any of the covenants, conditions or agreements contained in this Agreement (being defaults notice of which has been given to the Operator); or

6.1.4 has not persistently during the Term been in material default of any of the covenants conditions or agreements contained in this Agreement (being defaults notice of which has been given to the Operator),

the Owners Corporation must grant the Operator an extension of this Agreement for the Further Term (and to execute any new agreement to that effect) upon the same covenants, conditions and agreements as are contained in this Agreement except that:

6.1.5 the date to be specified in Item 3 of the further agreement will be the day after the end of the Term; and

6.1.6 this clause 6 will be included only in the number of further Agreements (if any) specified in Item 5, and in each such further Agreement the number of further terms referred to in Item 5 will be reduced by one (1) to the intent that the last further agreement referred to in Item 5 will not include this Clause as the Operator is only entitled to that number of further terms as is set out in Item 5.

7. GST

7.1 Amounts otherwise payable do not include GST

Except where expressed provision is made to the contrary, and subject to this clause 7.1, the consideration payable by any party under this Agreement represents the value of any taxable supply for which payment is to be made.

7.2 Liability to pay any GST

If a party makes a taxable supply in connection with this Agreement for a consideration which, represents its value, then the party liable to pay for the taxable supply must also pay, at the same time, and in the same manner as the values otherwise payable, the amount of any GST payable in respect of the taxable supply.

7.3 Reimbursements

If this Agreement requires the Owners Corporation to pay, reimburse, or contribute to an amount paid or payable by the Operator in respect of an acquisition from the third party for which the Owners Corporation is entitled to claim an input tax credit, the amount required to be paid, reimbursed or contributed by the Owners Corporation will be the value of the acquisition by the Operator plus, if the Operator's recovery from the Owners Corporation is a taxable supply, any GST payable under clause 7.2.

7.4 Tax Invoice

A party's right to payment under this clause is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.

8. Indemnity

The Owners Corporation must indemnify the Operator from and against all actions, claims and losses which the Operator may incur arising from:

8.1.1 loss, damage or injury from any cause whatsoever to property or person within the Recreational Facilities caused or contributed to by the Owners Corporation's neglect or default;

8.1.2 the Owners Corporation's negligent use or misuse of any water, gas or electricity or other services to the Recreational Facilities;

8.1.3 loss, damage or injury from any cause whatsoever to property or person caused or contributed to by the Owners Corporation's use of the Recreational Facilities; and

8.1.4 any personal injury sustained by any person in or about the Recreational Facilities caused other than through the wilful of neglect act of the Operator, its servants or agent.

9. Termination

9.1 Termination by the Owners Corporation

The Owners Corporation may, provided it acts reasonably, terminate this Agreement by written notice if:

9.1.1 the Operator is in persistent breach of the material terms of this Agreement and persistently fails to take steps to remedy any material breach within 15 Business Days after receiving written notice from the Owners Corporation setting out details of the breach and requiring the breach to be remedied;

9.1.2 the Operator is subject to an Insolvency Event;

9.1.3 it becomes unlawful for the Operator to provide any part of the services in relation to the Recreational Facilities and the Operator fails to prevent the service from being unlawful within 15 Business Days after receiving written notice from the Owners Corporation setting out details of the unlawful service and requiring the Operator to do anything necessary to prevent the service from being unlawful; or

9.1.4 the Owners Corporation is wound up.

9.2 Termination by Operator

The Operator may terminate this Agreement by written notice:

9.2.1 if the Owners Corporation fails on 3 occasions to pay when due for payment any monies due and payable to the service provider under this Agreement;

9.2.2 at any time by giving the Owners Corporation 6 months' written notice.

10. Dispute resolution

10.1 A party may not begin legal proceedings in connection with a dispute to which this clause applies unless that dispute has first been decided by a person to whom it has been referred under this clause.

10.2 Either party may give the other a notice requiring the dispute (other than a dispute in relation to the matters in clause 5.4) to be decided under this clause 10.

10.3 If this clause 10 applies, the dispute must be referred to a person agreed on by the parties but if the parties do not agree on a person within seven days after the notice is given, then to a person appropriately qualified to deal with the dispute appointed at the request of either party by the president of The Institute of Arbitrators Australia.

10.4 The parties agree to instruct the person to whom the dispute is referred that the person:

(a) acts as an expert and not as an arbitrator; and

(b) may decide on rules of conduct and enquire into the dispute as that person thinks fit including hearing representations and taking advice from people that person considers appropriate; and

(c) must give a written decision including reasons; and

(d) must endeavour to give that decision as soon as practicable.

10.5 The parties may make submissions and agree to give every assistance that person requires, including providing copies of relevant documents, with a view to reaching a decision without delay.

10.6 Unless there is obvious error, that person's decision is final and binding on the parties.

10.7 Unless that person decides otherwise:

(a) each party agrees to pay its own costs in connection with the dispute; and

(b) the costs of referring the dispute to that person and that person's costs and the cost of enquiries must be shared equally.

11. Assignment

11.1 The Owners Corporation acknowledges and agrees that the Operator may assign, novate or otherwise deal in whole or part its rights and obligations under this Agreement including without limitation assigning or novating its rights and obligations under this Agreement to the extent they relate to whole or part of the Recreational Facilities provided that the Operator must simultaneously assign any occupancy rights which it has in the Recreation Centre or part thereof such as an operating lease to the same party to which it assigns or novates its rights and obligations under this Agreement.

11.2 If the Operator gives the Owners Corporation notice of any assignment or novation under clause 11.1, the Owners Corporation must within 5 Business Days enter into a document, with and in a form acceptable to the Operator (acting reasonably) and the purchaser, assignee or other entity referred to in clause 11.1, in which the Owners Corporation agrees to exercise its rights and perform its obligations in favour of that party.

12. Trustee Limitation of Liability

12.1 Capacity

The Trustee enters into this Agreement only in its capacity as Trustee of the Trust, and in no other capacity.

12.2 Limitation of liability of Trustee

12.2.1 The Trustee's liability to any person in connection with this Agreement (or any transaction in connection with it) is limited, and can be enforced against the Trustee, only to the extent which both the following apply:

(a) the liability can be satisfied out of the Trust Property by the Trustee exercising its right of indemnity out of the Trust Property;

(b) the Trustee is actually indemnified for the liability.

12.2.2 Payment by the Trustee of an amount equal to the amount (if any) it receives under its right of indemnity in respect of any such liability constitutes a complete discharge by the Trustee of that liability.

12.2.3 If any other party to this Agreement does not recover all money owing to it arising from non-performance of the Trustee's obligations under this Agreement by enforcing the rights referred to in clause 12.2.1, it may not seek to recover the shortfall by either of the following:

(a) bringing proceedings against the Trustee in its personal capacity;

(b) applying to have the Trustee wound up or proving in the winding up of the Trustee.

12.2.4 This clause 12.2 applies despite anything else in this Agreement but subject to clause 12.3.

12.3 When the limitation does not apply

The limitation under clause 12.2 does not apply to a liability to the extent that it is not satisfied because there is a reduction in the extent of the Trustee's indemnification out of the Trustee Property either as a result of the Trustee's fraud, negligence, wilful default, or by operation of law. To the extent that an act or omission is caused or contributed to by any other person, that act or omission is not fraud, negligence or wilful default by the Trustee for the purposes of this clause 12.3.

12.4 Liability must be limited

The Trustee is not obliged to do nor not do anything in connection with this Agreement (including enter into any other document or transaction or incur any liability) unless the Trustee's liability is limited in a manner which is consistent with this clause 12.

12.5 In this clause:

12.5.1 **Trust** means the Club Jubilee Unit Trust.

12.5.2 **Trustee** means Club Jubilee UT Pty Ltd ACN 612 446 456.

12.5.3 **Trust Property** means all of the Trustee's present and future rights, property and undertaking which are the subject of the Trust of whatever kind and wherever situated.

13. Notices

13.1 Delivery of notice

13.1.1 A notice or other communication required or permitted to be given to a party under this Agreement must be in writing and may be delivered:

(a) personally to the party;

(b) by leaving it at the party's address;

(c) by posting it by prepaid post addressed to the party at the party's address;

(d) by facsimile to the party's facsimile number; or

(e) by electronic mail to the party's email address.

13.1.2 If the person to be served is a company, the notice or other communication may be served on it at the company's registered office.

13.2 **Particulars for delivery**

13.2.1 The address, facsimile number and email address of each party are set out in the Schedule (or as notified by a party to the other parties in accordance with this clause).

13.2.2 Any party may change its address, facsimile number or email address by giving notice to the other parties.

13.3 **Time of service**

A notice or other communication is deemed delivered:

13.3.1 if delivered personally or left at the person's address, upon delivery;

13.3.2 if posted using;

(a) regular prepaid post or registered post, 6 Business Days after posting;

(b) priority prepaid post or priority registered post, 4 Business Days after posting; and

13.3.3 express post, 2 Business Days after posting;

13.3.4 if delivered by facsimile, subject to clauses 13.3.6 and 13.3.7, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the recipient's facsimile;

13.3.5 if delivered by electronic mail, subject to clauses 13.3.6 and 13.3.7, at the time the email containing the notice left the sender's email system, unless the sender receives notification that the email containing the notice was not received by the recipient;

13.3.6 if received after 5.00pm in the place it is received, at 9.00am on the next Business Day; and

13.3.7 if received on a day which is not a Business Day in the place it is received, at 9.00am on the next Business Day.

14. Governing law

This Agreement is governed by the law applying in Victoria and the parties submit to the exclusive jurisdiction of the courts of Victoria.

15. General

15.1 **Variation**

This Agreement may only be varied by a document executed by the parties.

15.2 **Counterparts**

This Agreement may be executed in counterparts, all of which taken together constitute one document.

15.3 **Entire agreement and no reliance**

15.3.1 This Agreement:

(a) constitutes the entire agreement between the parties; and

(b) supersedes and cancels any contract, deed, arrangement, related condition, collateral arrangement, condition, warranty, indemnity or representation imposed, given or made by a party (or an agent of a party) prior to entering into this Agreement.

15.3.2 The Owners Corporation acknowledges that in entering into this Agreement the Owners Corporation has not relied on any representations made by the Operator (or its agents or employees) other than matters expressly set out in this Agreement.

15.4 **Liability**

If a party consists of 2 or more people or entities, an obligation of that party binds each of them jointly and severally.

15.5 **Severability**

15.5.1 Any provision of this Agreement that is held to be illegal, invalid, void, voidable or unenforceable must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.

15.5.2 If it is not possible to read down a provision as required by this clause, part or all of the clause of this Agreement that is unlawful or unenforceable will be severed from this Agreement and the remaining provisions continue in force.

15.6 **Waiver**

The failure of a party at any time to insist on performance of any provision of this Agreement is not a waiver of the party's right at any later time to insist on performance of that or any other provision of this Agreement.

15.7 **Further assurance**

Each party 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 Agreement.

15.8 **Survival and enforcement of indemnities**

15.8.1 Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this Agreement.

15.8.2 It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

15.9 **No merger**

The warranties, undertakings, agreements and continuing obligations in this Agreement do not merge on completion of the transactions contemplated by this Agreement.

15.10 **Business Day**

If a payment or other act is required by this Agreement to be made or done on a day which is not a Business Day, the payment or act must be made or done on the next following Business Day.

Signing Page

Executed by the parties

Executed by **Club Jubilee UT Pty Ltd ACN 612 446 456** as trustee for the Club Jubilee Unit Trust in accordance with s 127(1) of the *Corporations Act 2001*:)

Signature of Director Peter Bozzo

Print full name

Signature of Director (or Company Secretary) Claudia Miller

Director

Print full name

The Common Seal of **Owners Corporation No. 1** on **Plan No. PS724513H** was affixed in accordance with sections 20 and 21 of the *Owners Corporations Act 2006* in accordance with a resolution dated in the presence of:

OWNERS CORPORATION PS724513H Common Seal

Signatures of Witness

Peter Bozzo

Name of Witness (print full name)

L10 60 City Road Southbank Vic.

Address of Witness

Director

Position (Initial Owner of all Lots)

CHAIRPERSON OF THE INAUGURAL ANNUAL GENERAL MEETING HELD 21/5/18 ACTING FOR LOTS OWNED ~~BY CORPORATE~~ BY CJO AS HOLDER OF ALL LOTS IN PLAN OF SUBDIVISION NO: PS724513H

Attachment 1 - Rules

1. Definitions

In these Rules:

1.1 **Children** means children below the age of 13 years.

1.2 **Development** means all the land in the Plan and any surrounding land to be developed and known as Jubilee.

1.3 **Guest** means a person invited onto the Land by an Owner.

1.4 **Long Term** means a period of at least 6 months.

1.5 **Lot** means a residential lot shown on the Plan including without limitation a residential dwelling lot, a medium density lot, a townhouse lot or an apartment lot.

1.6 **Member** means a member of the Owners Corporation by reason of being the owner of a Lot for the time being and including an Occupier and their Guests subject to the qualifications noted in Rule 3.1.

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

1.8 **Opening Hours** means from 6.00am to 9.00pm daily subject to:

1.8.1 the restrictions on opening hours in the planning permit for the development and use of the Recreation Centre; and

1.8.2 any amendment authorised by the Operator from time to time which is notified by the Operator in writing to the Owners Corporation including without limitation where such amendment is required due to prevailing market conditions or the Development is in its early stages and there is a limited number of Owners within the Development.

1.9 **Owner** means the legal or beneficial owner of a Lot and includes a member of the Owners Corporation.

1.10 **Plan** means Plan of Subdivision No. PS724513H and includes any plan for subsequent stages.

1.11 **Security Device** means a key, magnetic card or other device used to open and close doors, gates and locks or to generate alarms, security systems or communication systems in respect of any of the recreational facilities.

2. Who is Bound by these Rules

2.1 The Owners Corporation, Owners, Occupiers and Guests must comply with these rules.

2.2 An Owner must make sure that an Occupier of its Lot complies with these rules.

2.3 Owners must give a copy of these rules to all Occupiers of their Lots and must make it a term of any written agreement governing that occupation that the Occupiers must comply with these rules when using the Recreational Facilities.

2.4 An Owner or Occupier of a Lot subject to a lease or licence must take all reasonable steps (including any action available under the lease or licence) to make sure any tenant or licensee of the Lot and their Guests comply with these Rules.

2.5 Owners and Occupiers must make sure that their Guests comply with these rules and if those Guests do not do so, the Owners and Occupiers must take all reasonable steps to make sure that those Guests leave the Recreational Facilities.

3. Membership access

3.1 Each Owner is entitled to member's access to the Recreational Facilities for up to 6 persons who must be in Long Term residence at the Lot. Any of these persons may be an Occupier.

3.2 Membership access is subject at all times to the persons nominated by the Owner pursuant to Rule 3.1 holding a valid Security Device.

3.3 A minimum of 2 and a maximum of 6 Security Devices will be issued to the Owner or the Occupier (if applicable) after the Owner has nominated the persons referred to in Rule 3.1. The Owner may alter its nomination up to 3 times a year by providing at least 7 days' notice to the Operator.

4. Recreational facilities

4.1 Prior to access to the Recreational Facilities, the Member agrees to sign the acknowledgment of rules and release document provided by the Operator and to undertake any induction required by the Operator.

4.2 When using the Recreational Facilities a Member must ensure that:

4.2.1 the Member and its Guests observe these Rules;

4.2.2 Children are not in or around them unless accompanied by an adult Member exercising effective control over them;

4.2.3 the Member's Guests only use the Recreational Facilities where allowed and if accompanied by a Member;

4.2.4 the Member's Guests sign in at the reception to the Recreational Facilities;

4.2.5 alcohol is not taken into or consumed around the Recreational Facilities without the prior consent of the Operator; and

4.2.6 appropriate attire is worn to and from the Recreational Facilities.

4.3 Except as otherwise provided in these Rules, a Member may only allow up to 4 Guests, or such number of Guests authorised by the Operator from time to time, to use the Recreational Facilities on each occasion that the Member uses the Recreational Facilities. If the Member wants to use the Recreational Facilities with more than 4 Guests, it must make a written application to the Operator for approval which may be withheld in its absolute discretion or given subject to conditions.

4.4 A Member's Guest's access is subject at all times to that person holding a temporary pass which it will receive when it signs in at reception.

4.5 Members may only use the Recreational Facilities during the Opening Hours unless the consent of the Operator is obtained to use the facilities outside of these hours.

4.6 Pets are not allowed in the Recreational Facilities at any time.

4.7 The use of Recreational Facilities or any portion thereof may be restricted during organized activities of the Operator.

4.8 The Operator may request proof of identity from individuals using Recreational Facilities. Similarly, proof of age may be requested from responsible parties in the case of young persons.

4.9 Recreational Facilities areas are at all times unsupervised and residents and their Guests use them at their own risk.

4.10 The Operator may make additional or separate rules relating to the use of the Recreational Facilities.

4.11 The Operator may exclude any Member from using the Recreational Facilities if the Member has not paid his Owners Corporation fees.

5. Security Devices

5.1 Members must provide satisfactory proof of identification and proof of membership including through presentation of their Security Device upon seeking to utilise any of the Recreational Facilities including upon arrival at the Recreation Centre.

5.2 An Owner must not and must ensure that the Occupier of an Owner's Lot does not:

5.2.1 permit any:

(a) Security Device provided by the Operator to be held by or used by any person other than the Owner or an Occupier of the Lot who has agreed in any lease or licence of the Lot to return the Security Device to the Owner or the Operator;

(b) person to enter the Recreation Centre with an Owner or Occupier unless that person is known to the Owner or Occupier as a resident in the Development or is a Guest of the Owner or the Occupier; or

(c) persons to follow them through the security doors to the Recreation Centre or into the Recreational Facilities areas;

5.2.2 duplicate or permit any Security Device to be duplicated nor hand a Security Device to any person other than another Owner or Occupier nor dispose of any Security Device otherwise than by returning it to the Owner or the Operator;

5.2.3 enter an area to which the Security Device provided by the Operator to the Owner or Occupier has not got access by the Security Device except by approval of the Operator;

5.2.4 keep any Security Device on a key ring or any security card in a container which has any identification with the Development;

5.2.5 prop or wedge open any security door or window;

5.2.6 access any restricted car park area without using the remote control system or by following another vehicle in; or

5.2.7 leave any external doors of the Recreation Centre or the Recreational Facilities open after entry or exit.

5.3 An Owner or an Occupier must promptly give the Operator written notice if a Security Device becomes lost or stolen or of any changes in ownership or occupation of the Lot.

5.4 An Owner or an Occupier must pay to the Operator any reasonable fee it requires:

5.4.1 to provide additional Security Devices; or

5.4.2 to replace any lost or damaged Security Device.

6. Advertising and selling

6.1 The Owners Corporation must not place any advertising or other item on the walls or doors in or about the Recreational Facilities or the Recreation Centre without the prior written consent of the Operator.

6.2 The Owners Corporation must not sell or cause to be sold any programs or other items in or about the Recreational Facilities or the Recreation Centre except on terms and conditions agreed by the Operator. Solicitation of donations is prohibited on the premises of the Recreation Centre.

6.3 The Owners Corporation must not make audio or video recordings or televise or broadcast any events or any portion thereof at or from the Recreational Facilities or the Recreation Centre without the Operator's approval in writing.

7. Smoking and alcohol restrictions

Smoking is not permitted indoors or in the immediate proximity of 3 metres of any of the entrances to of the Recreational Facilities. Dispensing and consumption of alcoholic beverages is prohibited within the Recreational Facilities.

8. Water Park Area (water park, pools & changing area)

8.1 Children may use the water park area only if supervised by an adult.

8.2 Glass objects, drinking glasses and sharp objects are not permitted in the water park area.

8.3 Alcohol and food are not permitted in the water park area.

8.4 Smoking is not permitted in the water park area.

8.5 For the hygiene of all users of the water park and swimming pools, all users must shower first.

8.6 Running, ball playing, jumping, diving, noisy or hazardous activities are not permitted in the water park area.

8.7 All users of the water park area must dry off before leaving this area.

8.8 Suitable footwear must be worn to and from the water park area.

8.9 A Member or Occupier of a Lot and persons under their control must ensure that when in the water park area appropriate attire is worn at all times i.e. nude bathing is not permitted.

8.10 Proper pool attire is required in the water park and swimming pools, street shoes or clothes are not permitted in these areas.

8.11 All users of the water park area do so at their own risk.

8.12 Spitting is not permitted in the water park, swimming pools or water park area.

8.13 Bathing caps must be worn by all persons with hair longer than shoulder length. Extensive maintenance problems arise from hair strands accumulating in the pool filtration system.

8.14 The use of oils, lotions or creams is not permitted in the water park area other than sun block oils, lotions or creams which may be used in any outside areas of the water park.

8.15 Electronic listening devices are not permitted in the water park area (except as used for organized exercise classes in the pools).

8.16 No glass or metal containers, bundle buggies, strollers, carts, folding chairs, or any article which may restrict use or clutter the water park area or be construed as a safety or health hazard can be brought into the water park area.

8.17 No diving or jumping is allowed anywhere in the pools enclosures.

8.18 Pool furniture is not to be removed from the water park area by other than an authorized representative of the Operator.

8.19 No flammable chemical, liquid, gas or other flammable material is allowed in any part of the Recreational Facilities.

8.20 No portable devices for cooking food of any kind is allowed on or around the Recreational Facilities.

8.21 The water park and pools are closed each day during maintenance. Swimming is not permitted during this time.

9. Gymnasium

9.1 Children are not permitted to use the gymnasium at any time.

9.2 Glass objects, drinking glasses and sharp objects are not permitted in the gymnasium.

9.3 The gymnasium is for use by Members (not including any Guests) only.

9.4 Alcohol and food are not allowed in the gymnasium.

9.5 Smoking is not permitted in the gymnasium.

9.6 All users of the gymnasium must carry a towel at all times and must wipe down equipment after use.

9.7 Suitable footwear must be worn to and from the gymnasium and whilst in the gymnasium at all times.

9.8 All users of the gymnasium must turn off all lights and air conditioning when leaving.

9.9 Users of the gymnasium must be professionally instructed on the equipment prior to the Operator granting access to the gymnasium area.

9.10 All users of the gymnasium do so at their own risk.

9.11 Users of the gymnasium are not permitted to play music in the gymnasium.

9.12 Gymnasium equipment is not permitted to be moved.

9.13 Persons using the gymnasium equipment do so at their own risk.

10. Vehicles and parking

10.1 An Owner must not and must ensure that the Occupier does not:

10.1.1 without the Operator's consent park in any areas marked by the Operator as reserved car park lots;

10.1.2 park in the Recreation Centre car parks when not using the Recreation Centre;

10.1.3 park or leave a vehicle or permit a vehicle to be parked or left in the areas around the Recreation Centre so as to obstruct a driveway or entrance or exit to a Lot or in any place other than in a parking area specified for such purpose by the Operator;

10.1.4 permit:

(a) bicycling, rollerblading, skateboarding, roller skating, or ball games in the car parking areas, driveways or access pathways of the Recreation Centre;

(b) any bicycle to be brought into the Recreation Centre;

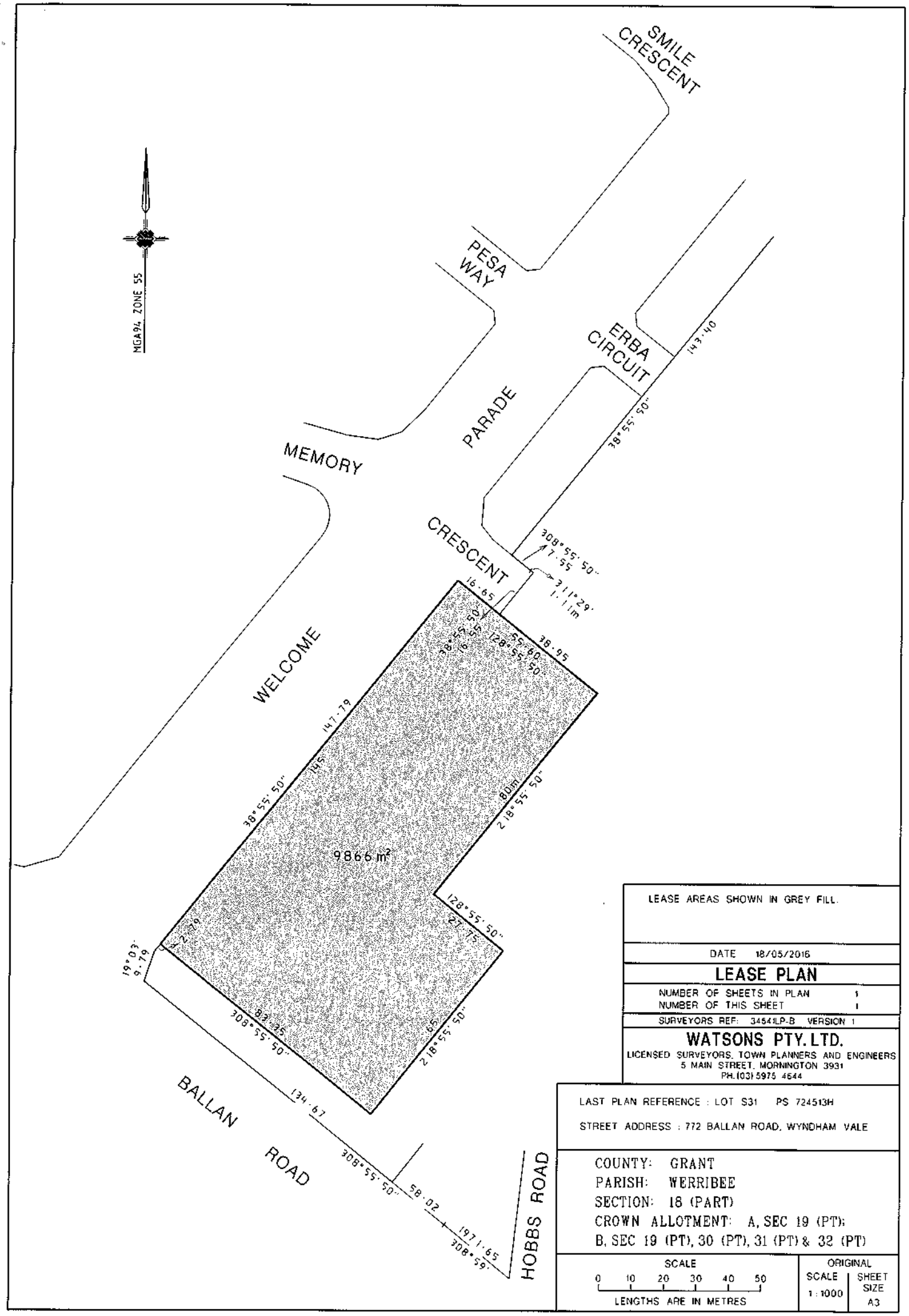
(c) any bicycle, or motor cycle or scooter to be stored or placed other than in the areas (if any) that may be designated by the Operator for such purpose and fitted with bicycle racks from time to time.

10.2 Permanent parking is not permitted in the Recreation Centre car park.

Attachment 2A Recreational Facilities

1.	**Land**:	The land shown shaded grey on the attached plan and known as Lot S31 on proposed plan of subdivision PS724513H, Stage 30
2.	**Recreational Facilities:**	Water park and swimming pools and a gymnasium
3.	**Excluded Facilities:**	Food and beverage premises and estate manager's office
4.	**Opening Hours**	Monday to Sunday: 6am to 9pm

Annexure – Land Plan



LEASE AREAS SHOWN IN GREY FILL.

DATE 18/05/2016

LEASE PLAN

NUMBER OF SHEETS IN PLAN 1
NUMBER OF THIS SHEET 1

SURVEYORS REF: 34541LP-B VERSION 1

WATSONS PTY. LTD.
LICENSED SURVEYORS, TOWN PLANNERS AND ENGINEERS
5 MAIN STREET, MORNINGTON 3931
PH.(03) 5975 4644

LAST PLAN REFERENCE : LOT S31 PS 724513H

STREET ADDRESS : 772 BALLAN ROAD, WYNDHAM VALE

COUNTY: GRANT
PARISH: WERRIBEE
SECTION: 18 (PART)
CROWN ALLOTMENT: A, SEC 19 (PT);
B, SEC 19 (PT), 30 (PT), 31 (PT) & 32 (PT)

SCALE
0 10 20 30 40 50
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1 : 1000
SHEET SIZE A3

Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	**HU**0006082104
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	18/05/2025 to 18/05/2026 at 4:00pm
Plan Number	724513H
The Insured	OWNERS CORPORATION PLAN NO. PS - 724513H (OC 1)
Situation	772 BALLAN ROAD WYNDHAM VALE VIC 3024

Policies Selected

Policy 1 – Insured Property
Building: $115,763
Common Area Contents: $1,788
Loss of Rent & Temporary Accommodation (total payable): $17,364

Policy 2 – Liability to Others
Sum Insured: $30,000,000

Policy 3 – Voluntary Workers
Death: $200,000
Total Disablement: $2,000 per week

Policy 4 – Fidelity Guarantee
Sum Insured: $250,000

Policy 5 – Office Bearers' Legal Liability
Sum Insured: $5,000,000

Policy 6 – Machinery Breakdown
Not Selected

Policy 7 – Catastrophe Insurance
Not Selected

Policy 8 – Government Audit Costs and Legal Expenses
Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000
Legal Defence Expenses: $50,000

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

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

Not Selected

Flood Cover is included.

Common Area Cover

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

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

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

Date Printed 23/06/2025

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

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OC030374M
22/04/2016 $59.80 OCR

Owners Corporation Notification of Making Rules

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

Lodged by

Name:	Maddocks
Phone:	03 9258 3555
Address:	140 William Street, Melbourne, VIC, 3000
Reference:	JQB:BXL:6360057
Customer Code:	1167E

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

LOTUS OAKS PTY LTD (ACN 007 080 117) of Level 10, 60 City Road, Southbank VIC 3006

Plan No.: **PS 724513H** Owners Corporation No.: 1

Supplied with notification is:

A copy of the proposed rules of the Owners Corporation

Date: 22/04/2016

Signature:

Maddocks

JESSIE HEYSHAM
140 William St Melbourne 3000
An Australian legal practitioner
within the meaning of the Legal
Profession Uniform Law(Victoria).

5751207A

OC5

THE BACK OF THIS FORM MUST NOT BE USED

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Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666

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

DX 259 Melbourne

Date / /

Owners Corporation Rules

Jubilee, 772 Ballan Road, Wyndham Vale Owners Corporation No. 1 on PS724513H

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Interstate office
Sydney

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Maddocks

Contents

1. Definitions 1
2. Interpretation 3
3. Role and Functions 4
4. Provision of Services 5
5. Vegetation 5
6. Use of Common Property 5
7. Use of Lot 6
8. Building Works to Lots and Common Property 7
9. Private roads and other common property 7
10. Recreational facilities 7
11. Commercial area 8
12. Garbage disposal 10
13. Signage and Windows 10
14. Behaviour of invitees 10
15. Owners Corporation Fees and Legal Costs 11
16. Charges imposed on Members and Occupiers 11
17. Rights of entry 11
18. Security 12
19. Consent of Owners Corporation 12
20. Non-compliance with rules 12
21. Rules Subject to Rights of the Vendor and the Developer 12
22. Warranties, Novation, Assignment and entering into of Contracts 14
23. Signage & Other Licences 14
24. Enforcement of Domestic Building Contract 15
25. Complaints and Disputes 15
26. Restrictions – Trade or Business 16
27. Design Panel 16
28. Powers and Functions of the Design Panel 16

Delivered by LANDATA®. Land Victoria timestamp 18/05/2016 10:34 Page 4 of 22

29. Design Guidelines and Memorandum of Common Provisions 17

30. Proceeding with Works 18

Schedule 1 Design Guidelines 19

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Delivered by LANDATA®. Land Victoria timestamp 18/05/2016 10:34 Page 5 of 22

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22/04/2016 $59.80 OCR

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Consolidated Owners Corporation Rules

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

1. Definitions

In these rules:

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

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

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

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

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

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

(a) the Design Guidelines;

(b) any approval of the Design Panel; and

(c) any other approval issued by an Authority for the construction of a dwelling at the Lot.

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

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

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

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

Completion Date means the date which is thirty six (36) months from the Settlement Date.

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

Design Panel means a panel appointed by the Vendor and/or the Developer and/or the Owners Corporation from time to time and initially comprising representatives of Lotus Living

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for the purposes of reviewing and determining applications to develop Lots with the Development in accordance with the Design Guidelines.

Developer means Lotus Oaks Developments Pty Ltd ACN 168 612 842 or a Related Body Corporate responsible for the development of the Land and creation of Lots and includes its successors and assigns and where it is consistent with the context includes the Developer's, employees, agents, contractors, sub-contractors and invitees and persons the Developer allows on the Common Property for the purposes of the Development.

Development means the development of the Land as a residential subdivision including the Recreational Facilities known as Jubilee, 772 Ballan Road, Wyndham Vale.

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

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

(a) the operation of the Owners Corporation;

(b) an alleged breach by a Member or Occupier of an obligation imposed on that person under the Act or the Rules; or

(c) the exercise of a function by a Manager in respect of the Owners Corporation.

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

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

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

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

Lot means a lot shown on the Plan.

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

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

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

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

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

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

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

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

Plan means Plan of Subdivision No. PS724513H and includes any plans of subdivision for subsequent stages of the Development.

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

Recreational Facilities Manager means the person or entity for the time being appointed to manage the Recreational Facilities and where relevant includes the Recreational Facilities Manager's successors and assigns and where the context requires includes the Recreational Facilities Manager's officers, employees, agents, contractors, subcontractors and invitees.

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

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

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

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

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

Vendor means Lotus Oaks Pty Ltd ACN 007 080 177 and includes the Vendor's successors and assigns and where it is consistent with the context includes the Vendor's employees, agents, contractors, subcontractors and invitees.

2. Interpretation

2.1 Unless the context otherwise requires:

2.1.1 headings are for convenience only;

2.1.2 the singular includes the plural and vice versa;

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

2.1.4 a reference to a thing includes a part of that thing; and

2.1.5 'including' and similar expressions are not words of limitation.

2.2 The obligations and restrictions in these Rules must be read subject to the rights, grants or privileges that may be given to any person or entity by the Owners Corporation(s) from time to time and to the extent of any inconsistency, such rights, grants or privileges, must prevail over these Rules in respect of the person or entity to whom they are given.

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2.3 In these Rules if:

2.3.1 a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and

2.3.2 it is not possible to read down a provision as required in this Rule, that provision is severable without affecting the validity or enforceability of the remaining part of that Rule or the other Rule.

2.4 Without limiting Rule 2.2, these Rules shall be read subject to the rights of the Vendor and/or the Developer to conduct marketing activities on the Common Property until all of the Lots are sold, including (without limitation):

2.4.1 allowing invitees to have access to the Common Property in the company of a representative of the Vendor or the Developer; and

2.4.2 placing and maintaining sale signs, insignia and other fixtures and fittings for marketing purposes on the Common Property.

2.5 In the event of a conflict between these Rules and any restriction(s) on the Plan, the restriction will prevail.

3. Role and Functions

3.1 The Owners Corporation(s) is responsible for ensuring that appropriate rules, measures and procedures are established to govern issues common to the Members, including that the Common Property and/or a Lot are maintained for the benefit and enjoyment of all Members and Occupiers. The Owners Corporation(s) exercises such responsibilities through enforcing the Rules and through holding regular committee meetings at which matters affecting the operation of the Common Property are resolved and advised to all Members.

3.2 The Owners Corporation(s) must abide by the Rules, Act and Regulations, and in carrying out its functions and powers must act honestly and in good faith and exercise due care and diligence.

3.3 These Rules are for the purpose of the control, management, administration, use or enjoyment of the Common Property or a Lot and represent the interests of Members and Occupiers. The Rules may be added to, amended or revoked:

3.3.1 if a resolution is passed after a ballot or poll is taken and 75% of the total lot entitlements of all the Lots are in favour of such addition, amendment or revocation; or

3.3.2 if a resolution is passed in any other case and 75% of the total votes for all the Lots are in favour of such addition, amendment or revocation.

3.4 Under the Act and Regulations, the Owners Corporation(s) is responsible for, amongst other things:

3.4.1 electing the Committee (if required);

3.4.2 establishing a Maintenance Plan and Maintenance Fund (if required);

3.4.3 establishing and maintaining an Owners Corporation(s) Register;

3.4.4 taking out, maintaining and paying the premiums for insurance;

Delivered by LANDATA®, Land Victoria timestamp 18/05/2016 10:34 Page 9 of 22

OC030374M
22/04/2016 $59.80 OCR

3.4.5 keeping proper accounts that cover the income, expenditure, assets and liabilities of the Owners Corporation(s) and providing true reports of the financial situation of the Owners Corporation(s); and

3.4.6 preparing annual financial statements.

4. Provision of Services

4.1 The Owners Corporation must provide the following services:

4.1.1 the repair and maintenance of all Common Property including any gardens, trees, paved areas and landscaping forming part of the Common Property;

4.1.2 the repair and maintenance and management and operation of the Recreational Facilities; and

4.1.3 any other service or facility provided by the Owners Corporation for the benefit of the Members.

4.2 The Owners Corporation may provide the following services:

4.2.1 the operation of a security surveillance system; and

4.2.2 the repair and maintenance of any nature strips adjoining the Lots.

4.3 The provision of the services set out in rule 4.2 by the Owners Corporation will be paid by all Members according to the lot liability as set out in the Plan.

5. Vegetation

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

6. Use of Common Property

6.1 A Member must not (except to the extent that the Vendor or the Developer deems reasonably necessary or desirable for the carrying out or furtherance of the Development):

6.1.1 do or allow to be done anything on the Common Property which causes a nuisance to or interferes with its lawful use by the Owners Corporation or other Members;

6.1.2 do or permit anything which might cause structural damage to the Common Property;

6.1.3 move any article likely to cause damage or obstruction through Common Property without first notifying the Manager in sufficient time to enable the Manager to arrange for a representative of the Owners Corporation to be present at the time of moving if it is considered necessary;

6.1.4 without the prior written consent of the Owners Corporation, remove any articles from the Common Property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged

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6.1.5 interfere with the operation of any equipment installed on the Common Property without the prior written consent of the Owners Corporation;

6.1.6 interfere with any personal property vested in the Owners Corporation;

6.1.7 park or leave a vehicle or permit any vehicle to be parked or left upon the Common Property or in any place other than in a parking area specified for such purpose by the Owners Corporation;

6.1.8 obstruct a driveway or entrance to a Lot or any other road on the Land;

6.1.9 when on Common Property (or if on any part of a lot so as to be visible from another Lot or from Common Property), fail to be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Member or Occupier of another Lot or to any person lawfully using Common Property;

6.1.10 deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of other Member or any person lawfully using the Common Property;

6.1.11 hold or allow to be held any public auction on or near the Common Property;

6.1.12 directly instruct any contractors or workmen employed by the Owners Corporation unless so authorised;

6.1.13 except with the consent in writing of the Owners Corporation, use for their own purposes as a garden any portion of the Common Property;

6.1.14 store, place, display or hang any chattel or item (including barbeques) on any part of the Common Property without the consent of the Owners Corporation;

6.1.15 without the prior written consent of the Owners Corporation alter gas, water, drainage, septic, sewerage, electrical or any other utility connections and services to a Lot;

6.1.16 do any act or thing or allow any act or thing to be done to the Lot or Common Property that may in any way damage or interfere with the use of cabling and ancillary equipment (**the electronic cabling**) installed or to be installed by the Vendor or the Developer and/or any telecommunications provider on the Land in order to provide telephone service, cable television, interest or other such telecommunications or electronic data or services. It is acknowledged that the electronic cabling (if any) remains the property of the Developer and/or any telecommunications provider.

6.2 A Member must notify the Owners Corporation or the Manager promptly when becoming aware of any damage to or defect in the Common Property or any personal property vested in the Owners Corporation.

7. Use of Lot

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

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

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8. Building Works to Lots and Common Property

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

8.2 The Member must ensure that all agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and services therein.

8.3 The Member must immediately make good all damage to, and dirtying of, the Common Property, the services thereof or any damage to fixtures fittings and finishes which are caused by such works. If the Member fails to immediately do so the Owners Corporation(s) may in its absolute discretion make good the damage and dirtying at the cost of the Member.

8.4 The Member must ensure that any improvements, including the dwelling, constructed on the Lot are insured for full replacement value as well as in accordance with all requirements of the Act and the Regulations.

9. Private roads and other common property

9.1 All Members must ensure that their car parking space and driveway (if applicable) are maintained, cleaned and free of oil. The Owners Corporation reserves its right to clean any area and charge the owner for the costs incurred.

9.2 A Member must not (except to the extent that the Vendor or the Developer deems necessary or desirable for the carrying out or furtherance of the Development):

9.2.1 park, cause or permit to be parked any caravan, campervan, boat, trailer, commercial vehicle or any other vehicle or structure determined by the Owners Corporation from time to time on any Lot or within the vicinity of a Lot, unless it is housed in a garage and is not visible from any part of the Common Property, road or the street; and

9.2.2 obstruct the private roadways, pathways, drives and visitor car parking in the Common Property and any easement giving access to the Land by any Member, the tenants, guests, servants, employees, agent, children, invitees, licensees of any member or used by them for any purpose other than the reasonable access to and from their respective Lots or the parking areas provided.

9.3 A Member must not carry out or caused to be caused to be carried out on a Lot or any road or any other land in the vicinity of a Lot any dismantling, assembling, repairs or restorations of vehicles unless carried out in a location which is screened from public view.

10. Recreational facilities

10.1 When using the Recreational Facilities a Member must ensure that:

10.1.1 children below the age of 13 years are not in or around them unless accompanied by an adult Member exercising effective control over them at all times;

10.1.2 the Member's guests only use the Recreational Facilities if accompanied by a Member and the Member acknowledges that no more than 2 guests per Member

Delivered by LANDATA®, Land Victoria timestamp 18/05/2016 10:34 Page 12 of 22

are permitted at any one time without the Recreational Facilities Manager's prior consent; and

10.1.3 alcohol is not taken into or consumed around the Recreational Facilities without the prior consent of the Recreational Facilities Manager;

10.1.4 suitable clothing is worn in the Recreational Facilities at all times as determined by the Recreational Facilities Manager;

10.2 Members may only use the Recreational Facilities between the hours of 10am and 5pm (or such other hours determined by the Manager) unless the consent of the Recreational Facilities Manager is obtained to use the facilities outside of these hours.

10.3 Smoking is not permitted inside the Recreational Facilities or in the proximity of 3 metres of any entrances of the Recreational Facilities.

10.4 Members must obey any lawful direction given to them by the Recreational Facilities Manager or an authorised representative of the Recreational Facilities Manager and must observe signs posted in and around the Recreational Facilities that contain additional rules of use.

10.5 The Recreational Facilities Manager has the right to restrict or remove access to Recreational Facilities or any part of them at any time and the members will comply with any direction in this regard from the Recreational Facilities Manager.

10.6 All users of the Recreational Facilities do so at their own risk. The Owners Corporation, the Recreational Facilities Manager, their agents, employees and contractors shall not be liable to the user or any person using or entering the Recreational Facilities for personal injury or for damage to, loss or theft of any property brought into the Recreational Facility, however it may be caused, unless caused by negligence on the part of the Owners Corporation or the Recreational Facilities Manager.

10.7 The Owners Corporation may from time to time enter into agreements in relation the use of and access to the Recreational Facilities.

10.8 All Members must comply with any obligations of the Owners Corporation contained in any agreement entered into by the Owner Corporation under Rule 10.7.

10.9 The Owners Corporation may make additional or separate rules relating to the use of the Recreational Facilities provided they are not inconsistent with these rules. If breached, rules relating to the Recreational Facilities will constitute a breach of these Rules.

11. Commercial area

11.1 Without limiting any other Rule, the proprietor or Occupier of a Commercial Lot used for Commercial Purposes must:

11.1.1 not dispose of rubbish or waste in the facilities located in the Common Property designated for residential use;

11.1.2 take out its own bins on each garbage collection day to the bin collection area nominated by the Owners Corporation, and bring the bins in before 9am on each collection day Monday to Saturday and before 10am on Sundays;

11.1.3 avoid unnecessary noise when filling bins and ensure contractors pick up between 9am and 5pm Monday to Saturday and between 10am to 5pm on Sundays;

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11.1.4 ensure lids on bins are securely closed at all times and ensure that bins are kept clean;

11.1.5 ensure all cardboard and paper waste is cut up folded and neatly contained in bins;

11.1.6 store all bins, bottles, cardboard/paper and any other refuse within the relevant Lot (but not any car park forming part of that Lot) and must not store bins, bottles, cardboard/paper or any other refuse on Common Property except when this is the 'bin collection area' nominated by the Owners Corporation;

11.1.7 ensure any perishable rubbish must be refrigerated and hidden from view;

11.1.8 ensure washing down of bins is only carried out within the Lot, excluding car spaces;

11.1.9 comply with all health, noise and other regulations in carrying on the business from the Lot;

11.1.10 ensure any mechanical fluing must be charcoal filtered or equivalent;

11.1.11 not permit electronic gaming;

11.1.12 ensure small utility deliveries are between 9am – 5pm Monday to Friday and 10am – 6pm Saturdays and Sundays;

11.1.13 ensure large deliveries are between 10am –5pm Monday to Saturday; and

11.1.14 make all reasonable attempts to address/treat any odours that emanate from the Lot.

11.2 Nothing shall prevent or prohibit any Commercial Lot from carrying on its reasonable business operations and to apply for, and obtain, any planning permit, liquor licence, or any other legislative consent or permit for which the owner of any Commercial Lot may apply provided that at all times the Member or Occupier of any such Commercial Lot:

11.2.1 operates lawfully;

11.2.2 obtains each and every permit, liquor licence or other consent required; and

11.2.3 operates within the terms of any such liquor licence, permit or consent.

11.3 The Owners Corporation must not to do any such act which may hinder or prevent such Commercial Lot from conducting its business.

11.4 The owner or Occupier of any Commercial Lot will be responsible for all costs associated with the cleaning, repairs and maintenance of the areas licensed to them. The occupants will be responsible for ensuring that these areas are kept in a pristine condition at all times.

11.5 Any owner or Occupier of a Commercial Lot will be entitled to reasonable access at all times for invitees and customers through those parts of the Common Property necessary for usual business practice.

Delivered by LANDATA®. Land Victoria timestamp 18/05/2016 10:34 Page 14 of 22

12. Garbage disposal

A Member of a Lot must:

12.1 except where the Owners Corporation provides some other means of disposal of garbage, maintain within their Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, a receptacle for garbage and to keep such receptacle in a clean and tidy condition and not visible to the public except on days designated for rubbish collection;

12.2 comply with all requirements of Governmental Agencies relating to the disposal of garbage;

12.3 ensure that rubbish does not accumulate on their Lot, and that the health, hygiene and comfort of other Members is not adversely affected by their disposal of garbage; and

12.4 take practical steps to prevent infestation of the Lot by vermin or insects.

13. Signage and Windows

13.1 A Member is not permitted to display signs, advertising or notices on any Lot, including for the purpose of offering for sale or lease or letting any Lot or Common Property, without the consent of the Owners Corporation and any such signs may be removed by the Owners Corporation at the Member's cost and expense.

13.2 Any sign that is erected with the approval of the Owners Corporation must be of a standard that shall not detract from the overall appearance of the Development.

13.3 A Member is not permitted to display any advertising material, logos or sign writing to any external window, glazing or external solid face of a Lot without the written consent of the Owners Corporation.

13.4 A Member must not allow any glazed portions of the Lot or Common Property to be tinted or otherwise treated with the intention of changing the visual characteristic of the Development.

14. Behaviour of invitees

14.1 The duties and obligations imposed by these Rules upon a Member of a Lot must be observed not only by the Member but also by the guest, servants, employees, agents, children, invitees and licensees of the Member or the Occupier of their Lot (**Invitees**).

14.2 A Member must take all reasonable steps to ensure that their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of any Member or Occupier of another Lot or of any person lawfully using the Common Property.

14.3 A Member is liable to compensate the Owners Corporation for all damage to the Common Property or personal property vested in it caused by a breach of Rule 14.1 and 14.2.

14.4 Where the Owners Corporation expends money to make good damage caused by a breach of the Act, or of these rules by any Member or Invitees, the Owners Corporation can recover the amount so expended as a debt in action in any Court of competent jurisdiction from the Member of the Lot at the time when the breach occurred.

Delivered by LANDATA®. Land Victoria timestamp 18/05/2016 10:34 Page 15 of 22

15. Owners Corporation Fees and Legal Costs

15.1 The Member must pay the fees set by the Owners Corporation to cover general administration and maintenance, insurance and other recurrent obligations quarterly in advance according to their lot entitlement.

15.2 The amount of the annual Owners Corporation fees which is payable by each Member will be established at each annual general meeting of the Owners Corporation.

15.3 Any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge.

15.4 The Member shall pay on demand by the Owners Corporation all legal costs on a solicitor-own client basis which the Owners Corporation pays, incurs or expends in consequence of any default by the Member in the performance or observance of any term, covenant or condition contained in these rules including by not limited to recovery of Owners Corporation contribution fees.

15.5 The Member must pay the electricity, municipal and other statutory rights and charges that are not separately assessed or apportionable against their Lot according to their lot entitlement.

16. Charges imposed on Members and Occupiers

16.1 Any payments to the Owners Corporation(s) imposed on a Member or Occupier under the Rules, Act or Regulations will (until paid) be a charge on the Lot.

16.2 The Member or Occupier must accept a certificate signed by the Manager or valid tax invoice issued by the Owners Corporation(s) as prima facie proof of the costs and expenses incurred by the Owners Corporation(s) relating to any charge payable by a Member or Occupier pursuant to these Rules and must not make any claim or dispute the amount specified therein.

16.3 The Member or Occupier must pay interest at the rate prescribed under the *Penalty Interest Rates Act* 1983 (Vic) on outstanding fees and charges set under the Rules, Act or Regulations until they are paid.

16.4 Any payments made for the purposes of these Rules, the Act or Regulations will be appropriated first in payment of any interest and any unpaid costs and expenses of the Owners Corporation(s) and then be applied in repayment of the principal sum.

17. Rights of entry

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

Delivered by LANDATA®. Land Victoria timestamp 18/05/2016 10:34 Page 16 of 22

18. Security

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

19. Consent of Owners Corporation

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

20. Non-compliance with rules

20.1 If a Member is in breach of these Rules including the refusal or failure to carry out repairs, maintenance or other works to the Member's Lot, the Member agrees that the Owners Corporation may serve the Member with a notice requiring the Member to carry out the necessary repairs, maintenance or other works. If the Member does not comply with the Notice to the satisfaction of the Owners Corporation within 28 days after the service of the Notice, the Member must allow the Owners Corporation, its employees, contractors or agents to enter the Lot and rectify the non-compliance.

20.2 The Owners Corporation may institute legal proceedings if a Member fails to comply with a notice served under Rule 20.1 within 28 days after the service of the notice, in a Court of competent jurisdiction to compel the Member to comply with these Rules.

20.3 The Member must pay to the Owners Corporation any charges incurred by the Owners Corporation relating to any non compliance including, without limitation administrative costs, legal costs and the cost of any works performed to rectify any non compliance which (until paid) are and will be a charge on the Lot.

20.4 The Member must accept a certificate signed by the secretary of the Owners Corporation as prima facie proof of the costs and expenses incurred by the Owners Corporation relating to the Member's non compliance with these Rules.

20.5 The Member or Occupier must indemnify and keep indemnified the Owners Corporation on a full indemnity basis against any action, demand, cost, liability or loss incurred by the Owners Corporation as a consequence of any default by the Member or Occupier in the performance or observance of any term, covenant or condition contained in these Rules or the Act including, without limitation administrative costs, legal costs, the cost of any works performed to rectify any non compliance and the cost incurred by the Owners Corporation in recovering overdue charges from the Member or Occupier.

20.6 Nothing in Rules 20.1 to 20.5 in any way derogates from an Owner's obligation to comply with sections 48 – 50 inclusive and 128 – 137 inclusive of the Act.

21. Rules Subject to Rights of the Vendor and the Developer

21.1 These Rules do not apply to and, are not enforceable against the Vendor, the Developer or their mortgagees or chargees, for so long as any of the following apply:

Delivered by LANDATA®. Land Victoria timestamp 18/05/2016 10:34 Page 17 of 22

21.1.1 the Vendor and/or the Developer and/or its equity partners (if any) is a Member or Occupier;

21.1.2 any mortgagee or chargee of the Vendor or the Developer has an interest in any Lot; or

21.1.3 the Vendor and/or the Developer and/or its equity partners (if any) is engaged in any action required to complete the Development,

where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Vendor, the Developer their mortgagees or chargees may be engaged in or which may need to be carried out in order to complete construction of the any buildings and facilities comprised in the Plan or the Development.

21.2 Subject to Rule 21.5, the Vendor, the Developer and their equity partners (if any), their mortgagees and chargees must be and are by this Rule, authorised by each and every Member of each and every Owners Corporation(s) in the Plan and by each and every Owners Corporation(s) in the Plan to:

21.2.1 progressively develop the Land in stages;

21.2.2 erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development; and

21.2.3 erect for sale promotional advertising or other signs as the Vendor or the Developer may require on any part of the Common Property; and

21.2.4 grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Vendor or the Developer or their mortgagee or chargee thinks fit; and

21.2.5 use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works,

provided that the Vendor, the Developer and any third party authorised by it under this Rule or any party to which it assigns all or part of the benefits of its rights under this Rule, uses its best endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property.

21.3 While the Vendor is the owner of any Lot it may:

21.3.1 use any such Lot for display purposes;

21.3.2 allow prospective purchasers of any Lot to inspect such display Lot; and

21.3.3 use such signs, advertising or display material in or about the display Lot and Common Property as it thinks fit.

21.4 A Lot from time to time, owned and selected by the Vendor, may be used for the administration, management and related purposes by the Owners Corporation and/or any person appointed for such purposes by the Owners Corporation.

21.5 In exercising their rights under this Rule 21, the Vendor and the Developer must act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation(s) and must have regard to the amenity of Members. The Vendor and the Developer must only exercise its rights to the extent necessary for the genuine

Delivered by LANDATA®. Land Victoria timestamp 18/05/2016 10:34 Page 18 of 22

OC030374M
22/04/2016 $59.80 OCR

Development. The Vendor and the Developer must not exercise their rights under this Rule to arbitrarily exclude the Owners Corporation(s) or the participation of Members.

22. Warranties, Novation, Assignment and entering into of Contracts

22.1 The Vendor and/or the Developer may at their discretion enter into contracts (which includes without limitation, any agreement, lease or licence) relating to the Development, including, but not limited to:

22.1.1 cleaning and maintenance of buildings and services of any Common Property;

22.1.2 the maintenance, management and/or monitoring of all:

(a) landscaping, streetscaping, boulevards, reserves, public areas and infrastructure; and

(b) general maintenance matters, environmental health, public open space, heritage and occupational health and safety;

22.1.3 agreements with third parties (to the extent that it is able and subject to compliance with all laws) for the exclusive right to provide the Development with services and utilities; and

22.1.4 agreements with any Authority (including without limitation, Parks Victoria).

22.2 All Members acknowledge and agree that the Owners Corporation may be required by the Vendor or the Developer to accept, an assignment or novation of the contracts referred to in Rule 22.1 at the first meeting of the Owners Corporation(s).

22.3 The Owners Corporation(s) must maintain any contracts assigned or novated to it under this Rule 22 to the end of its current term.

22.4 All Members or Occupiers must contribute its proportion of the cost incurred by the Owners Corporation(s) in complying with this Rule 22 relative to the lot liability on the Plan.

23. Signage & Other Licences

23.1 The Owners Corporation(s) may grant the Vendor and/or the Developer:

23.1.1 a lease and licence including but not limited to for the provision of information technology infrastructure relating to broadband services to the Development;

23.1.2 a licence to place and maintain sale signs, insignias, logos and other fixtures and fittings for marketing purposes on the Common Property; or

23.1.3 allow the Vendor and/or the Developer's representatives and their invitees to conduct selling activities from a Lot, if not sold prior to completion, which will serve as a display unit,

provided the Vendor and the Developer use their best endeavours to minimise disturbance and inconvenience to others Members' or Occupiers' use of the Common Property and at all times acts honestly and in good faith and with due care and diligence in the interests of the Owners Corporation(s).

23.2 A Member or Occupier of the Lot must not hinder or impede the Vendor or the Developer from exercising their rights under any agreement entered into under this Rule.

Delivered by LANDATA®. Land Victoria timestamp 18/05/2016 10:34 Page 19 of 22

23.3 The Owners Corporation(s) must procure all the necessary consents and resolutions to give effect to the matters set out in this Rule 23.

24. Enforcement of Domestic Building Contract

The Member acknowledges and agrees that for the purpose of its obligations under the Act:

24.1 reasonable steps to enforce any Domestic Building Contract include:

24.1.1 the making of a demand in writing to the builder under any Domestic Building Contract to comply with the terms of the Domestic Building Contract and/or rectify any breach of the Domestic Building Contract;

24.1.2 the exercise of any right under the Domestic Building Contract to withhold any payment to the builder or have recourse to any security provided by the builder under the Domestic Building Contract;

24.1.3 the settlement of any dispute under any Domestic Building Contract between the original owner and the builder on terms acceptable to the original owner; and

24.1.4 any other enforcement action the Initial Owner considers appropriate in the circumstances; and

24.2 the Members must pay or reimburse the Initial Owner its portion of any enforcement relative to its lot liability.

25. Complaints and Disputes

25.1 Any Dispute must be dealt with at first instance in accordance with this Rule 25.

25.2 A party to a Dispute must not initiate legal proceedings or complain to the Director in respect of the Dispute unless it has first complied with the dispute resolution procedure set out in this Rule 25.

25.3 The party making the complaint must in the first instance notify the Manager, or where the Manager is the subject of or involved in the Dispute, the Committee, of the Dispute in writing. The Manager must refer any complaint it receives to the Committee. Upon receipt of a complaint referred by the Manager or received directly from a Member or Occupier, the Committee will then decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether to:

25.3.1 arrange a meeting between the parties to resolve the Dispute; or

25.3.2 waive the requirement for the parties to meet.

25.4 Notwithstanding the course of action elected by the Committee under Rule 25.3, the parties must consult with one another in good faith and use their best endeavours to resolve the Dispute to the mutual satisfaction of both parties without resort to legal proceedings or other avenues of dispute resolution.

25.5 Without limiting the generality of this Rule 25 where no formal complaint is made by a Member or Occupier and the Owners Corporation(s) otherwise becomes aware of a Dispute, the Owners Corporation(s) (through the Manager or the Committee or otherwise) may decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether:

25.5.1 arrange a meeting between the parties to resolve the Dispute; or

Delivered by LANDATA®. Land Victoria timestamp 18/05/2016 10:34 Page 20 of 22

OC030374M
22/04/2016 $59.80 OCR

25.5.2 waive the requirement for the parties to meet.

25.6 If the parties are unable to resolve the Dispute within 30 days (or such other period as the Committee thinks fit) of the meeting arranged pursuant to Rule 25.3.1 or 25.5.1, the parties may revert to the dispute resolution mechanisms set out in the Act or other Law.

26. Restrictions – Trade or Business

26.1 The Member or Occupier must not use or permit others from using that Lot or any part of the Common Property for any trade, business or other commercial use unless that Lot is a Commercial Lot, without the express written consent of the Owners Corporation(s).

26.2 If authorized to do so by the Owners Corporation(s), the Member or Occupier of any Lot may carry on a trade, business or other commercial use from the relevant Lot, provided:

26.2.1 the planning scheme of the relevant Authority governing the use of that Lot permits the trade, business or other commercial use to be carried on from the Lot; and

26.2.2 any requirements in respect of the trade, business or other commercial use stipulated by any relevant Authority from time to time are complied with; and

26.2.3 the trade, business or other commercial use can be carried on and is carried on without causing undue nuisance or, creating a greater security risk to the Members and Occupiers of other Lots.

26.3 This Rule 26 does not apply to a Lot used for Commercial Purposes.

27. Design Panel

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

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

27.2.1 ensure that the Design Panel has three members appointed from time to time by the Owners Corporation for a term stipulated by the Owners Corporation at the time the appointment or appointments are made, such appointments to be terminated by a resolution at a general meeting;

27.2.2 ensure that meetings of the Design Panel are convened as required in order for the Design Panel to fulfil its functions as set out in these Rules;

27.2.3 act as secretary of the Design Panel in receiving, reviewing and distributing all correspondence addressed or directed to the Design Panel; and

27.2.4 receive and account for all monies payable in relation to Approvals and the functions of the Design Panel.

28. Powers and Functions of the Design Panel

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

Delivered by LANDATA®, Land Victoria timestamp 18/05/2016 10:34 Page 21 of 22

OC030374M
22/04/2016 $59.80 OCR

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

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

28.3.1 changes to be made to the plans and specifications;

28.3.2 the proposed development to be undertaken within the reasonable time frame specified in the condition; and

28.3.3 the Member to give to the Design Panel a written undertaking:

(a) not to cause unreasonable inconvenience to other residents; and

(b) to repair without delay any damage caused by the development.

28.4 The Design Panel may, at its discretion, retain the services of architects, engineers, landscape architects, town planners, urban designers, solicitors and other consultants to advise and assist it to perform its duties and functions.

29. Design Guidelines and Memorandum of Common Provisions

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

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

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

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

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

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

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

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

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

Delivered by LANDATA®. Land Victoria timestamp 18/05/2016 10:34 Page 22 of 22

OC030374M
22/04/2016 $59.80 OCR

29.2 Without limiting Rule 29.1.6, a Member must submit the plans and specifications for any works proposed by the Member within 6 months of the Settlement Date.

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

30. Proceeding with Works

30.1 Upon receipt of Approval from the Design Panel the Member is, as soon as practicable, to satisfy all conditions of that Approval and diligently proceed with the development of a Lot in accordance with the requirements of all Authorities having jurisdiction over the Development.

30.2 A Member must:

30.2.1 Commence Construction by the Commencement Date.

30.2.2 procure the issue of an Occupancy Permit by the Completion Date; and

30.2.3 complete front landscaping works on the Lot in accordance with the Design Guidelines within 12 months of the issue of an Occupancy Permit and construction of a driveway.

30.3 A Member must prior to occupation of a Lot and after the Occupancy Permit is issued apply to the Design Panel for a certificate that all development on the Member's Lot is complete in accordance with the Approval.

30.4 A Member must not take occupation of a Lot after development until the Design Panel has issued a certificate in accordance with rule 30.3.

Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

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

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

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

(5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

(6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

(6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

(6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.

(8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

FORM 2

SFC Consulting Building Engineers
Suite 1/86 High Street,Berwick, VIC 3806
Phone: (03)9796 2755 ◆ Fax: (03)9796 1884
Email: info@sfcconsulting.com.au

Regulation 37(1)
Building Act 1993
Building Regulations 2018
BUILDING PERMIT
Building Permit No. BSU1082/4982537502715 29 August 2019
As per approved stamped plans

Issued to

Owner	**Yufang Xu**	
ACN / ARBN		
Postal Address	**room 105, building 100 Songlongcuiya Yuan Wujiang District Suzhou City**	Postcode **0000**
Email	**jonnygao@aust-china.com.au**	
Address for serving or giving of documents:	**room 105, building 100 Songlongcuiya Yuan Wujiang District Suzhou City**	Postcode **0000**
Contact Person	**Yufang Xu**	Telephone **96636200**

Property Details [include title details as and if applicable]

Number **44**	Street/Road **Fitzrovia Drive**	Suburb **Wyndham Vale**	Postcode **3024**
Lot/s **1429**	LP/PS **PS724513**	Volume **12075**	Folio **229**
Crown allotment	Section No	Parish	County

Municipal District **Wyndham City Council**

Builder

Name	**Mustafa (Chris) Yorenc**	Telephone **9537 0016**
Company	**Symmetric Homes Pty Ltd**	
Address	**33 Wirraway Drive Port Melbourne 3024**	
ACN/ARBN:		

Building practitioner registration no: **DBU30449**

This builder is specified under section 24B of the **Building Act 1993** for the building work to be carried out under this permit.

Details of Building Practitioners and Architects who were engaged to prepare documents forming part of the application for this permit

Name	Category/class	Registration Number
Alex Sorgiovanni Strucsand Consulting Pty Ltd	EC	22626

Details of Domestic Building Work Insurance
The issuer or provider of the required insurance policy is: **VMIA**
Insurance policy number : **C454556**
Insurance policy date : **09/08/2019**

Details of Relevant Planning Permit
Planning Permit No: **N/A** Date of grant of Planning Permit: **N/A**

Nature of Building Work
Description: **Construction of single storey dwelling and garage**
Storeys contains: **1**
Rise in storeys:
Effective height:
Type of construction: **dwelling**
Version of BCA applicable to permit: **2019**
Cost of Building Work: **$285,000.00**
Total floor area of new building work in m^2: **148**

Building classification
Part of Building: **Whole** BCA Classification: **1ai**

Protection Work
Protection work is not required in relation to the building work proposed in this permit.

Inspection Requirements
The mandatory inspection notification stages are:
1. Inspection for Occupancy permit
2. Inspection of footings
3. Inspection of framework
4. Inspection of stormwater

Occupation or User of Building: An occupancy permit is required prior to the occupation or use of this building

If an occupancy permit is required, the permit is required for the whole of the building in relation to which the building work is carried out.

Commencement and Completion
This building work must commence by 29 August 2020

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by 29 August 2021

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

Conditions
This permit is subject to the following conditions

1. All manufactured roof and floor truss computations, layouts fixing and tie down are to be provided 1 Week prior to any frame inspection being carried out by the relevant building surveyor. No exceptions will be granted to this condition.

   The conditions above should be passed on to the manufacturer to ensure that the required documentation is given to the RBS prior to the frame Inspection, if applicable.
2. All works are to be carried out in accordance with The Building Act. 1993, The Building Regulations 2018, The Building Code of Australia 2019, all relevant codes and AS and all requirements of the local council planning scheme and by law's.
3. Any footing within the influence of any sewage or drainage asset are to be taken past the angle of repose.
4. In accordance with Regulation 41 the particulars of the building permit, building practitioner & the relevant building surveyor are to be displayed on site at all times prior to & for the duration of works
5. No part of any works is to encroach any allotment Boundary or undermine any adjoining allotments footings or land.

Relevant Building Surveyor
Name: **Sam F Coco**
Address: **Suite 1/86 High Street,Berwick, Vic. 3806**
Email**: info@sfcconsulting.com.au**
Building practitioner registration no.: **BSU1082**
Municipal district: **Wyndham City Council**
Permit no.:**BSU1082/4982537502715** Date of issue of permit: **29 August 2019**

Signature:

FORM 16

SFC Consulting Building Engineers
Suite 1/86 High Street, Berwick, VIC 3806
Phone: 03 9796 2755 ◆ Fax: 03 9796 1884
Email: info@sfcconsulting.com.au

Regulation 192
Building Act 1993
Building Regulations 2018

OCCUPANCY PERMIT

Property Details

Number: **44**	Street/Road: **Fitzrovia Drive**	Suburb: **Wyndham Vale**	Postcode: **3024**
Lot/s: **1429**	LP/PS: **PS724513**	Volume: **12075**	Folio: **229**
Crown: allotment	Section: No	Parish:	County:

Municipal District: **Wyndham City Council**

Building permit details

Building permit number: **BSU1082/4982537502715**
Version of BCA applicable to building permit: **2019**

Building Details

Part of building to which permit applies: **Whole**
Permitted use: **Domestic**
BCA Class of building: **1ai**
Maximum permissible floor live load: **1.5**
Maximum number of people to be accommodated:

Storeys contained: **1**
Rise in storeys (for Class 2-9 buildings):
Effective height:
Type of construction:**dwelling** **dwelling**

Suitability for occupation

At the date this occupancy permit is issued, the *building/*place of public entertainment to which this permit applies is suitable for occupation.

NOTES

In the case where this permit is issued in relation to building work it is evidence that the building or part of the building to which it applies is suitable for occupation. In the case where this permit is issued in relation to a place of public entertainment it is evidence that the place to which it applies is suitable for occupation for the purpose of the public entertainment for which it is issued. This occupancy permit is not evidence of compliance with the Building Act 1993 or the Building Regulations 2018.

For class 9 buildings the owner must ensure that this permit is displayed in the approved location.

Regulation 1208 (not applicable to Class 1a or 10 buildings) of the Building Regulations 2018 provides that an owner of a building who is required under an occupancy permit or regulation to maintain an essential service must-
(a) maintain records of maintenance checks; and
(b) complete an essential services report in accordance with regulation 1209 before each anniversary of the date of occupancy permit or determination under regulation 1207; and
(c) keep all essential service reports and records of maintenance checks on the premises for inspection by the municipal building surveyor or chief officer at any time on request. PENALTY: 10 penalty units

Relevant building surveyor

Name:	**Sam F Coco**
Address:	**Suite 1/86 High Street,Berwick, Vic. 3806**
Email:	**sfcbuildingpermits@gmail.com**
Building practitioner registration no.:	**BSU1082**
Municipal district name:	**Wyndham City Council**
Occupancy Permit no.	**AV16632/0**
Date of issue:	**6 March 2020**
Signature:	

INSURANCE HOUSE PTY LTD
Level 3, 100 Wellington Parade
East Melbourne VIC 3002
https://www.insurancehouse.com.au/business/warranty/builders-warranty-victoria

1300 305 834

Domestic Building Insurance

Certificate of Insurance

Yufang Xu

L 5 260 La Trobe St
MELBOURNE
VIC 3000

Policy Number:
C454556

Policy Inception Date:
09/08/2019

Builder Account Number:
001185

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work:	**C01: New Single Dwelling Construction**
At the property:	**44 Fitzrovia Dr WYNDHAM VALE VIC 3024 Australia**
Carried out by the builder:	**SYMMETRIC HOMES PTY LTD**
Builder ACN:	**133114628**

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s):	**Yufang Xu**
Pursuant to a domestic building contract dated:	**12/04/2019**
For the contract price of:	**$ 285,000.00**
Type of Cover:	**Cover is only provided if SYMMETRIC HOMES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***
The maximum policy limit for claims made under this policy is:	**$300,000 all inclusive of costs and expenses ***
The maximum policy limit for non-completion claims made under this policy is:	**20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Issued by Victorian Managed Insurance Authority

Date Generated:09/08/2019
OFFICE USE ONLY: COI-0717-1

Victorian Managed Insurance Authority
ABN 39 682 497 841
PO Box 18409, Collins Street East Victoria 8003
P: 1300 363 424

INSURANCE HOUSE PTY LTD
Level 3, 100 Wellington Parade
East Melbourne VIC 3002
https://www.insurancehouse.com.au/business/warranty/builders-warranty-victoria

1300 305 834

Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

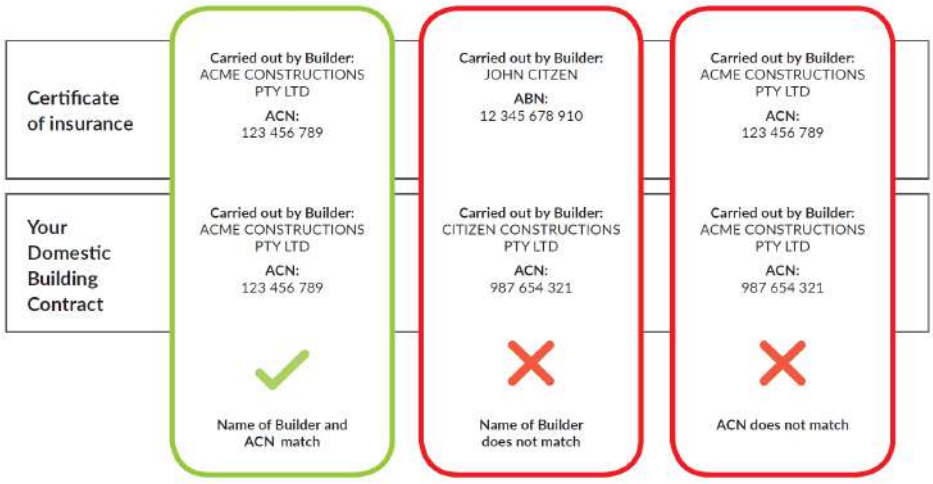
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	**$865.00**
GST:	**$86.50**
Stamp Duty:	**$95.15**
Total:	**$1,046.65**

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424

Below are some example of what to look for



Docusign Envelope ID: 7D4456C5-8977-4F31-B81E-ABAAA8FF75E3

A Level 5 / 260 La Trobe Street,
MELBOURNE VIC 3000
P 03 9526 8102
E rentals@everywherere.com.au
W www.everywherere.com.au

Welcome to Everywhere Real Estate.

Rental Payments

Rent is to be paid through Electronic Funds Transfer (EFT). Please ensure that your rent is paid in time to reach our office at least 4 days before your due date. This will ensure that your rental payments do not fall into arrears.

Please see attached as to how rent is to be paid.

Condition Report

In your sign up appointment, you were given a "CONDITION REPORT". This is an accounting of all the properties details which your Property Manager has recorded. Naturally, there may be things that we are unaware or possibly may have overlooked. For this reason, we kindly request that during the moving in process you record any details that you feel we may have left out and return it to us within 5 working days. If you do not return the condition report within the 5 days we will assume that you did not find any discrepancies/issues and that you agree with the details of our report and that will be the one we use to company with at the end of your tenancy. If you have not returned the report but found discrepancies/issues you will be held responsible for these at the end of the tenancy.

Maintenance issues

Should yo u have any maintenance issues throughout your tenancy, please be advised that we require written notification (either via email or text message). This is our company policy and is our way of protecting both yours and the landlords interest by ensuring that requests are not overlooked and can be date & time stamped.

Routine inspections/keys

You have been provided with one set of keys to the property. If you require a second/third set, it will be your responsibility to get them cut. The exact set of keys that were provided to you at the beginning of your tenancy will be expected to be returned at the end of it. We also have a set of keys to the property and will use them in case of an emergency, to allow access to maintenance people/valuators or to conduct routine inspections. You will ALWAYS be notified when someone is going to be attending the property. Your first Routine Inspection will be around your 3 month anniversary of residing at the property, then every 6 months thus after.

Electronic communication

Because of the increasing delays in postage, we will either text or email to send you notifications of inspections etc.

Contact details

It is extremely important that you keep us updated with any changed to either your phone number or email address.

Emergency contact

I am available on the mobile after hours for emergencies. If I do not answer, please leave me a message or send me a text, stating the property address, your name and the emergency. I will endeavour to get back to you as soon as I can.

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W www.everywherere.com.au

Arrears Policy

We have a **ZERO TOLERANCE FOR ARREARS**. Therefore, the following is what will happen if your rent does not reach us by the due date.

Rent is to be kept in advance at all times.

DAY 1 - 4 –Email or SMS

DAY 6 – Email or phone call

DAY 7 – Reminder Letter and Email

Day 10 – Overdue rent letter

Day 15 – Notice to Vacate (14 days)

Day 30 – Application to VCAT for Possession, Rent & Bond.

Please keep in mind that failing to pay your rent will result in a bad rental reference and affect your chances of acceptance for any future properties you wish to lease. You will also be responsible for the court costs, lock changes, costs of fixing damage, cleaning and rent that may be outstanding.

Everywhere RE is a member of the rental tenancies database. As part of our commitments, we will be updating the database with negative information about your tenancy if you are constantly in arrears or are evicted from the property.

We will employ the services of a debt collection agency to recoup any outstanding funds. Please note that during this process, your credit rating may be affected, which may decrease your chances of obtaining any lending in the future.

If you anticipate that you will be making a late rental payment, please call our office and will note it on your file so it does not affect your history.

If you are experiencing financial difficulties which will affect your ability to make rental payment, it is important that you speak with us as soon as possible. We are here to help!

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W www.everywherere.com.au

How to pay your rent

Everywhere Real Estate is a cash free office.

All rental payments are to be made via Electronic Funds Transfer (EFT) into our Trust Account.

Please ensure that payments are made **4 days prior** to your due date, so that the funds clear into our Trust Account on or before the due date.

Please note that rent payments will ONLY be acknowledged once the funds have cleared into our Trust Account. We will not acknowledge bank receipts as payment confirmation.

It is recommended that you setup and automatic transfer on your internet banking, to ensure that payments are always made.

Our Account Details:

Account Name:	Everywhere Real Estate
Bank:	ANZ
BSB:	013160
ACCOUNT NUMBER:	426400343

Please use the following reference when making a payment: 44FITZROVIA

Your Rent is due on or before the 27th **of every month.**

Your monthly rental payment is $1,912.00

Agent

DocuSigned by:
Dani Berko
6159B59BAC21476...

Tenant

Signed by:
2190E4EF2ECA408...

Signed by:
629029A3C0E6473...

Docusign Envelope ID: 7D4456C5-8977-4F31-B81E-ABAAA8FF75E3

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NBN Rollout

Stelatel Communications has informed us that NBN Co.'s current service calls have been prioritised for internet service providers (TPG, iinet, Telstra, Optus). To speed up the process of having an internet connection available at your house, please contact your preferred internet provider and explain the following;

- You don't have an active phone line
- You need a new connection as your house is brand new and you currently have no phone line from the pit (street) to the house
- Explain to them that the conduit is ready from the boundary of the property to the house

In some cases, the phone operator may not understand that the house is brand new and that a phone line is NOT active. You need to stress to them that you require a new connection, otherwise they will send out the wrong contactors for connection which will delay the process.

If you incur a **"$300 NBN co new development charge"** please let us know and email us the invoice and receipt of payment, once approved we can credit your rent.

If your Internet is FTTP (fibre to the premises) and you have a long wait for a technician to come out, please forward me your order number and we can try an arrange our contractors to speed up the process.

If you have any questions, please let us know.

Agent DocuSigned by: Dani Berko 6159B59BAC21476...

Tenant Signed by: 2190E4EF2ECA408... Signed by: 629029A3C0E6473...

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WET WIPES ARE NOT TO BE FLUSHED DOWN TOILETS

It is a condition of your Rental Agreement, that no Wet Wipes are to be flushed down any toilets.

Wet Wipes claiming to be 'Flushable' or 'Biodegradable' are misleading and false. They are not permitted to be used on any toilet.

According to Australia's water services providers, blockages caused by wet wipes are costing them an estimated $15 million a year to clear.

About 75% of all sewer blockages involve wet wipes.

Wipes claiming to be flushable have been found by The ACCC to be false and misleading. Wet Wipes may flush down toilets, but do not disintegrate. This built up leads to blockages in the sewers.

If your toilets are blocked, you'll need to follow some simple steps to unblock them.

If you are unsuccessful in unblocking your toilet, we will arrange a plumber to attend your property. The plumber will assess to cause of the blockage and if it is found to be a result of build-up of Wet Wipes and/or other items, the costs of the plumber is to be paid for entirely to the tenant/s.

By signing this form, the tenant/s acknowledge that under no circumstances, are any type of wet wipes, rubbish and other sanitary items are to be flushed down any of the toilets. The cost to unblock and rectify damages caused by these items will be paid for by the tenant/s.

Agent DocuSigned by: Dani Berko 6159B59BAC21476...

Tenant Signed by: 2190E4EF2ECA408...

Signed by: 629029A3C0E6473...

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Let us Connect you!

Everywhere Real Estate has teamed up with Move Me In. The comprehensive comparison services of Move Me In, provides an easy solution when it comes to home utility connections. A one stop shop for all utilities and essential services connection, we can find the best value;

Electricity

Gas

Internet

Phone

Pay TV

Removalists

End of Lease Clean

Free, Quick and Easy Service!

Our customer care team will call you and take the stress away.

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Tenant Vacate Checklist

General

- All light fittings in working order, clean and free from dust and insects.
- Power points and light switches are to be wiped over to remove finger prints/grime.
- Ceiling fans to be free from dust.
- Remove cobwebs from inside and outside of property.
- All rubbish must be removed from the property.
- If pets have been kept on the premises, the property must be treated for fleas.
- External areas returned to same condition as commencement of tenancy, including gardens, pools, and garage.
- Garden to be weeded (where applicable)
- Driveways, carports and all concrete areas to be free from oil and grease stains.
- Garage floor area to be swept and be free from oil and grease stains.
- Please ensure all user manuals, modems and appliance remote controls are returned.

Bedrooms

- Built in wardrobes – tracks cleaned.
- Mirrors cleaned.
- All clothes removed.

Kitchen

- Cupboards to be washed inside and out.
- Bench tops to be washed and clean.
- Splashbacks to be washed and clean.
- Drawers to be washed and clean.
- Oven [including oven trays and racks], griller tray, Oven door top to be cleaned and free from grime.
- Cook top to be cleaned and free from grime (especially around the handles).
- Exhaust fan/range hood to be cleaned and free from oil build up (especiall on top and bottom grill).
- Sink and taps to be washed and clean.
- Dishwasher [if applicable] must be cleaned inside and out (run a cleaning cycle).
- Refrigerator [if applicable] must be defrosted, cleaned inside and out and left with door ajar.
- Floors Cleaned

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Bathroom, Ensuites

- Tiles cleaned, grouting and ceiling free of mould.
- Vanity basins, taps, shower screens and bath free of all soap scum.
- Exhaust fan cleaned and free from residue.
- Toilet to be cleaned thoroughly and disinfected inside, outside and behind.
- Drawers to be washed and clean.
- Mirrors to be washed and clean.
- Floors Cleaned.

Laundry

- Laundry tub cleaned.
- Washing machine and dryer [if applicable] to be cleaned inside and out.
- Cupboards to be cleaned inside and out.
- Floor cleaned.

Floors

- Carpets are to be professionally cleaned and receipt provided. If pets had been approved at the property, the carpets are to be deodorized as well.
- Tiles and timber floors swept and mopped.
- Kickboards/timber skirts to be washed to remove scuff marks.

Windows and Blinds

- Cleaned windows inside and where able outside.
- Window sills and tracks cleaned.
- Blinds are clean and free from dust.

Walls and skirting

- Wipe down the walls and skirting
- Wipe down of scuff marks around the property

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Other required procedures

- Arrange for your mail to be directed.
- Disconnect the electricity / gas / telephone / water – advise the companies of your lease end date and arrange for final readings.
- Make sure your rent is paid to your vacating date.
- Provide the office with your forwarding address and contact numbers.
- Carpet cleaning receipt.
- Vacate clean receipt (if you have arranged a professional cleaner).
- Return all keys by 4pm on your vacate date.

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Code 135

Residential Rental Agreement©

The Real Estate Institute of Victoria Ltd | www.reiv.com.au | 81 004 210 897 |

Residential Tenancies Act 1997
(Section 26(1))

(Regulation **10(1)**)

RESIDENTIAL RENTAL AGREEMENT OF NO MORE THAN 5 YEARS

This agreement is between the residential rental provider (rental provider) and the renter listed on this form. Rental providers must use this form for a fixed term residential rental agreement of no more than 5 years or a periodic residential rental agreement in writing.

PART A—GENERAL

1. DATE OF AGREEMENT

This is the date the agreement is signed 20th day of September, 20 24

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. PREMISES LET BY RENTAL PROVIDER

Address of premises

44 Fitzrovia Dr, Wyndham Vale, VIC 3024

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3. RENTAL PROVIDER'S DETAILS

Full name or company name of rental provider: Yufang Xu

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

Phone number: **03 9526 8102**

ACN:

Email address: **rentals@everywherere.com.au**

Full name or company name of rental provider: N/A

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

Phone number: **03 9526 8102**

ACN:

Email address: **rentals@everywherere.com.au**

Full name or company name of rental provider: N/A

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

Phone number: **03 9526 8102**

ACN:

Email address: **rentals@everywherere.com.au**

RENTAL PROVIDER'S AGENT DETAILS

Full name: **West Property Group Pty Ltd Trading as Everywhere Real Estate**

Address: **Level 5 / 260 La Trobe Street, Melbourne VIC 3000**

Phone number: **03 9526 8102**

ACN: **627 793 551**

Email address: **rentals@everywherere.com.au**

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4. RENTER DETAILS

Each renter that is party to the agreement must provide their details here.

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Full name of renter:	Kelsey Anne Van Wyk
Current Address:	[redacted]
Phone number:	
Email address:	
Full name of renter:	Fredrick Van Wyk
Current Address:	[redacted]
Phone number:	
Email address:	
Full name of renter:	N/A
Current Address:	N/A
Phone number:	N/A
Email address:	N/A
Full name of renter:	N/A
Current Address:	N/A
Phone number:	N/A
Email address:	N/A
Full name of renter:	N/A
Current Address:	N/A
Phone number:	N/A
Email address:	N/A
Full name of renter:	N/A
Current Address:	N/A
Phone number:	N/A
Email address:	N/A

5. LENGTH OF AGREEMENT

☒ Fixed term agreement

Start date: 27th day of September, 20 24
(this is the date the agreement starts and you may move in)

End date: 26th day of September, 20 25

☐ Periodic agreement (monthly)

Start date: _____ day of _____, 20 _____

Note: If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g. month by month) residential rental agreement will be formed.

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6. RENT

The rent amount is ($) (payable in advance): 1,912.00

To be paid per: (tick one box only) ☐ week ☐ fortnight ☑ calendar month

Day rent is to be paid (e.g. each Thursday or the 11th of each month): 27th of each month.

Date first rent payment due: 27/09/2024

7. BOND

The renter has been asked to pay the bond specified below.

Unless the rent is greater than $900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond. If the renter does not receive a receipt within 15 business days from when they paid the bond, they may

- email the RTBA at rtba@justice.vic.gov.au; or
- call the RTBA on 1300 137 164.

Bond amount ($): 1,912.00 (PAID)

Date bond payment due: 27/09/2024

PART B – STANDARD TERMS

8. RENTAL PROVIDER'S PREFERRED METHODS OF PAYMENT

Note: The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

Note: The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

Payment Method : **Bank Deposit**

Payment Details : **Name: ERE Trust, BSB: 013160, Account: 426400343, Reference:** 44FITZROVIA

9. SERVICE OF NOTICES AND OTHER DOCUMENTS BY ELECTRONIC METHODS

- Electronic service of documents must be in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000.**
- Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.
- The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1

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Residential Rental Agreement©

Does the rental provider agree to the service of notices and other documents by electronic methods such as email? The rental provider must complete this section before giving the agreement to the renter.

(rental provider to tick as appropriate)

The RENTAL PROVIDER: Yufang Xu

☒ Yes, at this email address: **rentals@everywherere.com.au**

DocuSigned by: Dani Berko 6159B59BAC21476...

☐ No.

The RENTAL PROVIDER: N/A

☒ Yes, at this email address: **rentals@everywherere.com.au**

☐ No.

The RENTAL PROVIDER: N/A

☒ Yes, at this email address: **rentals@everywherere.com.au**

☐ No.

9.2

REIV

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Residential Rental Agreement©

Does the renter agree to the service of notices and other documents by electronic methods such as email?
(rental provider to tick as appropriate)

The RENTER:

☒ Yes, at this email address: Kelsey Anne Van Wyk [redacted]

Signed by: 2190E4EF2ECA408...

☐ No.

The RENTER:

☒ Yes, at this email address: Fredrick Van Wyk [redacted]

Signed by: 629029A3C0E6473...

☐ No.

The RENTER:

☒ Yes, at this email address: N/A

N/A

☐ No.

The RENTER:

☒ Yes, at this email address: N/A

N/A

☐ No.

The RENTER:

☒ Yes, at this email address: N/A

N/A

☐ No.

The RENTER:

☒ Yes, at this email address: N/A

N/A

☐ No.

(The option to consent should be provided to each renter who is a party to the agreement)

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10. URGENT REPAIRS

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

Details of person the renter should contact for an urgent repair

(rental provider to insert details)

Signed by: 2190E4EF2ECA408...

Signed by: 629029A3C0E6473...

Emergency contact name: **Ozan Altun**

Emergency contact phone: **0420 765 539**

Emergency contact email: **rentals@everywherere.com.au**

11. PROFESSIONAL CLEANING

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless—

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12. OWNERS CORPORATION

Do owners corporation rules apply to the premises? (rental provider to tick as appropriate)

☑ YES

☐ NO

If yes, the rental provider must attach a copy of the rules to this agreement.

13. CONDITION REPORT

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.
(rental provider to tick as appropriate)

☐ The condition report has been provided.

☑ The condition report will be provided to the renter on or before the date the agreement starts.

PART C - SAFETY-RELATED ACTIVITIES

14. ELECTRICAL SAFETY CHECKS

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(a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.

(b) If an electrical safety check of the rented premises has not been conducted within the last 2 years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

15. GAS SAFETY ACTIVITIES

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

(a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.

(b) If a gas safety check has not been conducted within the last 2 years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

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16. SMOKE ALARM SAFETY ACTIVITIES

(a) The rental provider must ensure that—

(i) any smoke alarm is correctly installed and in working condition; and

(ii) any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months; and

(iii) the batteries in each smoke alarm are replaced as required.

(b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.

(c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing—

(i) information about how each smoke alarm in the rented premises operates;

(ii) information about how to test each smoke alarm in the rented premises;

(iii) information about th erenter' sobligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.

(d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.
Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

17. SWIMMING POOL BARRIER SAFETY ACITIVITES

These safety-related activities only apply if the rented premises contains a swimming pool.

(a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.

(b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.

(c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

(d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

18. RELOCATABLE SWIMMING POOL SAFETY ACTIVITIES

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

(a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.

(b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.
Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

19. BUSHFIRE PRONE AREA ACTIVITIES

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.
If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.
The water tank must be full and clean at the commencement of the agreement.

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PART D - RIGHTS AND OBLIGATIONS

This is a summary of selected rights and obligations of renters and rental providers under the Act. Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.
For more information, visit consumer.vic.gov.au/renting.

20. USE OF THE PREMISES

The renter—

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

21. CONDITION OF THE PREMISES

The rental provider—

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in **Part C** of the Agreement.

The renter must follow all safety-related activities set out in **Part C** of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

22. MODIFICATIONS

The renter—

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider must not unreasonably refuse consent for certain modifications.
A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website consumer.vic.gov.au/renting.

23. LOCKS

The rental provider must ensure the premises—

- has locks to secure all windows capable of having a lock; and
- has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and

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- meets the rental minimum standards for locks and window locks.

External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—

- is operated by a key from the outside; and
- may be unlocked from the inside with or without a key.

The renter must obtain consent from the rental provider to change a lock in the master key system.
The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
The rental provider must not give a key to a person excluded from the premises under—

- a family violence intervention order; or
- a family violence safety notice; or
- a recognised non-local DVO; or
- a personal safety intervention order.

24. REPAIRS

Only a suitably qualified person may do repairs—both urgent and non-urgent.

25. URGENT REPAIRS

Section 3(1) of the Act defines ***urgent repairs***. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit consumer.vic.gov.au/urgentrepairs.
Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.
The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.
If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to $2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if—

(a) the renter cannot meet the cost of the repairs; or

(b) the cost of repairs is more than $2500; or

(c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26. NON-URGENT REPAIRS

The renter must notify the rental provider, in writing, as soon as practicable of—

- damage to the premises; and
- a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.

The rental provider must carry out non-urgent repairs in a reasonable time.
The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

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27. ASSIGNMENT OR SUB-LETTING

The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.
The rental provider—

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

28. RENT

The rental provider must give the renter at least 60 days written notice of a proposed rent increase.
The rent cannot be increased more than once every 12 months.
The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. ACCESS AND ENTRY

The rental provider may enter the premises—

- at any time, if the renter has agreed within the last 7 days; and
- to do an inspection, but not more than once every 6 months; and
- to comply with the rental provider's duties under the Act; and
- to show the premises or conduct an open inspection to sell, rent or value the premises; and
- to take images or video for advertising a property that is for sale or rent; and
- if they believe the renter has failed to follow their duties under the Act; and
- to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.

The renter must allow entry to the premises where the rental provider has followed proper procedure.
The renter is entitled to a set amount of compensation for each sales inspection.

30. PETS

The renter must seek consent from the rental provider before keeping a pet on the premises.
The rental provider must not unreasonably refuse a request to keep a pet.

PART E - ADDITIONAL TERMS

31. ADDITIONAL TERMS (IF ANY)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.
Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms.

31.1 Meanings in these additional terms

31.1.1 In these additional terms “I”, “me”, or “my”, are used to describe the rental provider and “you” or “your”, the renter. The descriptions apply even if there is more than one rental provider or renter.

31.1.2 ***Important advice about “writing”.** In these additional terms the word “writing” means all ways of

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representing or reproducing words, figures, or symbols in a visible form, unless a form prescribed by the Residential Tenancies Act or Regulations or some other legislation must be used. These are examples of "writing": an SMS message, an email, a facsimile and a letter.

31.1.3 Before you use an electronic means to send a message or document to me check clause 9.1 to see if I have consented to the electronic service of notices or other documents. If I have, check if I have provided another email address to the one in clause 9.1 or if I have withdrawn my consent. If you can give me a notice or other document by electronic service also check to see if you need to use email instead of an SMS message. If I have not given, or have withdrawn, my consent to receive notices or other documents by electronic means, you will need to use the post or delivery by hand to serve me with notices or other documents.

31.2 Other use of the rented premises

31.2.1 You must use the premises primarily as your home. If you also want to use them for some ancillary purpose – for example, as an office for your business, as a rooming house, for short term accommodation, or to provide services to clients visiting the premises, you must ask me in *writing for permission beforehand. Before I decide I may ask you to provide reasonable information about the proposed use, including any proposed alterations to the premises, and if I give my permission, I may ask you to comply with reasonable conditions. Before the rental agreement ends you must also comply with section 64(2) of the Residential Tenancies Act. You cannot use an SMS message to ask me for my permission.

31.2.2 Use of the rental premises primarily as a home does not include:
• the storage of flammable liquids or gases apart from in small quantities for normal domestic use,
• the service or repair of a vehicle or boat of any description except for routine minor maintenance,
• disposal on the premises, including the land, of any liquid fuels, oils, tyres, paints, or other polluting substances.

31.3 Storage and removal of waste and rubbish

31.3.1 You must store rubbish and waste in appropriate containers with close fitting lids.

31.3.2 If a place or places are provided for rubbish and waste containers you will keep them there.

31.3.3 You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.

31.3.4 The only waste containers the Rental Tenancies Regulations require me to provide are a rubbish bin and a recycling bin which are provided by the local council, or which are vermin proof and compatible with local council collection.

31.4 My insurance on the premises

31.4.1 If I provide you with a copy of my insurance policy for the rented premises you will not do anything that may invalidate it or result in my insurance premium or excess being increased, unless you are entitled to do so by the Residential Tenancies Act 1997 or some other legislation.

31.4.2 If it is found you are liable to compensate or reimburse me for damage to any part of the premises, and I recover part or all of the loss I have suffered by making a successful claim on my insurance, you will only be liable to reimburse me for that part of your liability which is not covered by the amount I recover from my insurance.

31.4.3 My insurance policy does not cover your goods and personal belongings against theft, loss, or damage. If you wish to insure your goods and personal belongings against theft, loss, or damage it is your responsibility to do so.

31.5 Locks (see clause 23) and alarms

31.5.1 Key of a lock means a device or information normally used to operate the lock.

31.5.2 Lock means a device for securing a door or window or other part of the premises.

31.5.3 Master key system means a set of locks in which each lock or subset of locks has a unique key, and one single key or master key can operate all the locks in the set.

31.5.4 You may change locks at the rented premises but only if you install replacement locks that will not be capable of being operated by the keys already provided and will instead be operated by new keys. Any

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change of locks must not breach the minimum standards for locks contained in the Residential Tenancies Act and Regulations.

31.5.5 If the lock is keyed alike with other locks in the premises and you make a change to the keying of any of those locks, you must change all the keyed alike locks so that they can continue to be operated by one key.

31.5.6 If you change the locks, you must purchase the same number of keys as were supplied to you at the commencement of the tenancy and supply them to me or my managing agent at the end of the tenancy. In addition, you must give to me or my managing agent duplicates of the new key/s as soon as practicable and preferrable within one business day of changing the locks.

31.5.7 You may change the code of an alarm at the rented premises.

31.5.8 If you change the code or install an alarm system you must tell me or my managing agent in *writing of the code as soon as practicable and preferable within one business day of the change or installation. You cannot use and SMS message to tell me of the new code.

31.6 Defects (see clauses 25 and 26)

31.6.1 When you become aware of a defect at the rented premises that may injure someone or cause damage you must, in addition to telling me or my managing agent as soon as possible, take reasonable action to avoid risk of injury to yourself or anybody else and to prevent further damage.

31.7 Light globes, fluorescent tubes, and LED lights

31.7.1 At the commencement of the rental agreement light globes, fluorescent tubes and LED lights will be in working order. If on taking possession of the rental premises you find this to not be the case, you must notify me or my managing agent as soon as possible so that the problem may be rectified at my expense.

31.7.2 During the rental agreement you must replace any light globes, fluorescent tubes, starters, and LED lights that cease to function, unless it has ceased to function due to actions taken by me, my managing agent, or my contractor. The requirement for you to replace LED lights does not extend to instances where the light fitting needs to be replaced, because as with other faulty light fittings, their replacement is my responsibility.

31.7.3 If for whatever reason you cannot personally fulfil your obligations, you may at your expense engage a suitable contractor to complete the tasks.

31.8 Sewers and septic systems

31.8.1 Things that may cause a blockage must not be placed into the sewerage or septic system, in addition to the toilet/s this includes drainage from the kitchen, laundry and bathroom/s. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excessive amounts of toilet paper, paper towel, tampons, sanitary pads, continence pads, wipes, cooking fats and oils, and food waste. This is not a complete list and has been provided as a guide only.

31.8.2 When you become aware to a blockage or defect in the sewerage of septic system you must tell me or my managing agent as soon as possible, preferably within 24 hours, even if you, or anyone you have allowed to come on to the rented premises, including me or my managing agent or my contractor, caused it.

31.8.3 If you, or anyone you have allowed to come on to the rented premises negligently or intentionally causes a blockage or defect in the sewerage or septic system you must pay to me the reasonable expenses I incur in having it rectified. You do not have to do so if I, or my managing agent or my contractor caused the blockage or defect.

31.9 Gutters, downpipes, and stormwater drains

31.9.1 As part of your obligation under the Residential Tenancies Act to keep the rented premises reasonably clean you must, unless otherwise agreed in writing, keep the gutters, downpipes and stormwater drains free of debris and other matter to the extent that their proper functioning is not impeded. If for whatever reason you cannot personally fulfil this obligation you may at your expense engage a suitable contractor to complete the tasks.

31.9.2 If the proper functioning of the gutters, downpipes or stormwater drains is impeded due to a fault or need for repair, you must notify me or my managing agent as soon as possible. If the need for repair or replacement

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is the result of you, other occupants of the rented premises or your visitors intentionally or negligently causing damage to the rented premises or common areas I will arrange for the necessary repair or replacement, however you will be required to reimburse me for the expense.

31.10 Gardens and land

31.10.1 If under this rental agreement you are provided with, in addition to the built structures, gardens or land as part of the premises, you must unless otherwise agreed in writing, maintain them in a reasonably clean condition and free from damage apart from fair wear and tear.

31.10.2 These are examples of things you may need to do to care for the garden and land: mow grass; water subject to water restrictions, as and when required; remove weeds; rake up and remove lawn cuttings and fallen flowers and leaves; maintain trees, shrubs flowers and other plants; and as far as reasonably possible keep the garden free of pests and vermin. In bushfire prone areas you must take reasonable action to minimise the fuel load on the land during the fire season. This is not a complete list of things you may need to do. I have provided the examples as a guide only. If for whatever reason you cannot personally fulfil this obligation you may at your expense engage a suitable contractor to complete the tasks.

31.10.3 You must make a request in *writing for my permission if you wish to remove any plants apart from weeds, or if you wish to change the layout of garden beds, grassed areas, paved areas and so on. The request must not be made by SMS message.

31.10.4 You must make a request in *writing for my permission if you wish to plant any trees, shrubs, or vines, apart from those that form part of a vegetable or herb garden. The request must not be made by SMS message.

31.10.5 You must not dispose of any polluting or toxic substance on the land.

31.11 Mould

31.11.1 You should take all reasonable steps to prevent the development of mould (fungi) in the rented premises. These steps include but are not limited to; ventilating the premises by use of exhaust fans and openable windows provided, particularly if you need to dry washing inside the premises; using an appropriate household cleaner to regularly clean surfaces on which condensation forms; and preventing window furnishings, furniture and clothes being in contact with surfaces on which condensation forms.

31.11.2 If you see signs of mould in the premises you must notify me or my managing agent as soon as possible.

31.11.3 If the mould has developed due to a fault, such as a leak in the premises, or is related to the building structure I will arrange for it to be rectified and the mould treated. In the meantime, you should take all reasonable steps to avoid exposure to the mould.

31.12 You cannot use your bond to pay rent

31.12.1 You acknowledge the Residential Tenancies Act 1997 provides you may not refuse to pay rent for the premises on the ground you intend to regard the bond as rent paid and it allows VCAT to impose a penalty if satisfied a breach of the bond requirements has occurred.

31.13 'To Let', 'Auction', 'For Sale' etc signs at the rented premises

31.13.1 You will allow me, or my managing agent, to put up a sign on the rented premises during the final month of the rental agreement indicating the premises will be available for renting. The sign will be positioned so as not to interfere with your use of the rented premises.

31.13.2 You will allow me or my estate agent to put up a sign on the premises at any time indicating that it is available to be purchased. The sign will be positioned so as not to interfere with your use of the rented premises.

31.14 Assigning, subletting, or abandoning the rented premises (see clause 27)

31.14.1 If during the period of the rental agreement the people in occupation of the rented premises are to change you must notify or my managing agent as soon as possible after you become aware the change is to happen, or has happened, preferably within 24 hours and ask me or my managing agent in *writing for permission to assign your rental agreement or sub-let the rental premises. Neither I nor my managing agent will unreasonably withhold permission. You cannot use an SMS message to ask me or my managing agent for permission.

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31.14.2 If the rental agreement is assigned to a new renter or combination of renters, even if some are continuing, I may require you to reimburse me for my reasonable expenses incurred due to the assignment. These expenses will be calculated according to the following formula:

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1. Should the TENANT find it essential to vacate the premises prior to the lease expiration date he /she will:
(a) Immediately inform the Managing AGENT and ask them to find an acceptable person who will execute a new lease agreement.

(b) Continue to pay rent in accordance with the lease until the commencement of the following tenancy.
Pay the Managing AGENTs and the LANDLORD's costs being a Break Lease fee of 2.2 weeks rent and $285 advertising.

(c) Should only one tenant break the lease, all tenants need to notify the AGENT in writing and pay $100 administration fee to the AGENT. The remaining tenants must sign a new lease and bond transfer form.

31.14.3 If you assign or sublet the rental premises without obtaining written permission beforehand and I terminate your rental agreement, or if you abandon the rental premises, I may ask you to reimburse me for expenses I incur in reletting. If I do this the expenses will be calculated according to the following formula:

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1. Should the TENANT find it essential to vacate the premises prior to the lease expiration date he /she will:
(a) Immediately inform the Managing AGENT and ask them to find an acceptable person who will execute a new lease agreement.

(b) Continue to pay rent in accordance with the lease until the commencement of the following tenancy.
Pay the Managing AGENTs and the LANDLORD's costs being a Break Lease fee of 2.2 weeks rent and $285 advertising.

(c) Should only one tenant break the lease, all tenants need to notify the AGENT in writing and pay $100 administration fee to the AGENT. The remaining tenants must sign a new lease and bond transfer form.

31.14.4 My managing agent cannot require payment from you, however they can on my behalf require you to reimburse me for expenses I incur.

31.15 **Leaving the premises at the end of the fixed term (see clause 5)**

31.15.1 If you intend to leave the rental premises at the end of the fixed term on this agreement you need to tell me or my managing agent about your intention at least 28 days before the fixed term comes to an end, or 14 days before the fixed term comes to an end if you fall within one of the categories set out in section 91ZB of the Residential Tenancies Act 1997.

31.15.2 You must tell me or my managing agent about your intention to leave in *writing by giving notice in a form which is not an SMS message.

31.15.3 You must return all the keys and any key cards and remote controls to me or my managing agent when you leave the rented premises.

31.15.4 You must continue to pay rent to me or my managing agent until the end of the fixed term; or to and including

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the day on which you return all the keys, key cards and remote controls to me or my managing agent if it is after the end of the fixed term. If, with your agreement, the premises are relet from a date before the end of fixed term and you return the keys etc before that date you will only be required to pay rent to and including the day before the new rental agreement commences.

31.16 Leaving the premises after the fixed term ends

31.16.1 If you remain in occupation of the rental premises after the fixed term of this agreement ends and you do not enter into a new fixed term agreement with me, you must tell me or my managing agent of your intention to leave specifying a date not less than 28 days after the date you tell me or my managing agent, or 14 days if you fall within one of the categories set out in section 91ZB of the Residential Tenancies Act 1997.

31.16.2 You must tell me, or my managing agent, about your intention to leave in *writing in a form that is not an SMS message.

31.17 Receipt of condition report /statement of rights and duties

31.17.1 You acknowledge, before you took occupation of the rented premises, you received from me or my managing agent:
• two copies of a condition report signed by me or my managing agent, and
• a written guide “Renting a home: a guide for tenants” as authorised and published by the Victorian government setting out my rights and duties as a rental provider and your rights and duties as a renter. If you consented to receiving notices electronically this guide may be provided to you electronically.

31.18 Rental provider’s signature

31.18.1 I may authorise my managing agent to sign this rental agreement on my behalf. In the event you and I (or my managing agent acting on my behalf) have agreed that you will rent the rented premises on the terms set out in this document or we have conducted ourselves in such a way as to imply that this was the case, the terms of this rental agreement will be binding even if, through an oversight, a party has neglected to sign it. The Residential Tenancies Act 1997 provides the following definition of a residential rental agreement in section 5:
“residential rental agreement means an agreement, whether or not in writing and whether express or implied, under which a person lets premises as a residence (but does not include an SDA residency agreement) and includes a fixed term residential rental agreement and a periodic residential rental agreement;”
SDA means Specialist Disability Accommodation.

31.19 Modifications (see clause 22)

31.19.1 If you make any modification that does not require my consent you must notify me that you intend to make that modification along with a description of the modification at least 48 hours before making the modification.

31.19.2 If you intend to install non-permanent window film for insulation, reduced heat transfer or privacy or install security lights, alarm systems or security cameras, I may require you to engage a suitably qualified person to carry out the work.

31.19.3 If you intend to replace curtains you must inform me of where and the manner in which you intend to store the original curtains.

Additional Items

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Code 135

Residential Rental Agreement©

1. The TENANT agreed that all plants in pots are to be placed in suitable non-porous containers, raised at least 20 centimetres above the floor.
The TENANT agrees to placing candles in a suitable receptacle so that wax does not damage flooring or walls.

2. Should the TENANT find it essential to vacate the premises prior to the lease expiration date he/she will:
(a) Immediately inform the Managing AGENT and ask them to find an acceptable person who will execute a new lease agreement.

(b) Continue to pay rent in accordance with the lease until the commencement of the following tenancy.
Pay the Managing AGENTs and the LANDLORD's costs being a Break Lease fee of 2.2 weeks rent and $285 advertising.

(c) Should only one tenant break the lease, all tenants need to notify the AGENT in writing and pay $100 administration fee to the AGENT. The remaining tenants must sign a new lease and bond transfer form.

3. The TENANT acknowledges that the appliances supplied in the premises are part of the property being leased and any repairs necessary due to the TENANT's MISUSE will be at the TENANT's expense, and the items will be left in working order at the expiration of the tenancy.

4. The TENANT agrees it is his obligation to inform the Managing AGENT in writing of any repairs required for any of the above items before any repairs are carried out.

5. The TENANT agrees that should the premises not be left in a clean and relettable condition upon vacating the cost of cleaning is to be deducted from his security deposit.

6. The TENANT agrees to pay all bank charges due to dishonoured rental cheques and agrees to pay any further rental by bank cheques or money orders no further personal cheques will be accepted.

7. The TENANT agrees that the premises will be the place of residence for 2 **adults and** 1 **children.**

8. The TENANT agrees to park only in that space, carport or garage allotted to this tenancy and not to park or caused to be parked in any manner which will cause inconvenience to any other resident. Parking allotted is for registered vehicles only and no abandoned, disused, unroadworthy or unregistered vehicle will be allowed.

9. The TENANT has permission to keep 0 **dogs and** 0 **cats. In the event of any infectious disease, vermin, fleas, insects or rodents affecting the property and not attributed directly to the surroundings or as a result of an order by the Health Department or relevant authority, the TENANT agrees to rectify and indemnify the LANDLORD/AGENT against any costs incurred. These animals must be kept OUTSIDE at all times and any said damage as a result of the dogs shall be rectified at the tenants costs.**

10. The LANDLORD shall not be obliged to re-instate the premises in the event that the premises are totally destroyed or to such an extent as to be rendered unsafe for habitation.

11. The TENANT hereby agrees to pay all accounts levied for the usage of gas, electricity, telephone, oil or water consumption during the tenancy, irrespective of whether they are separately metered or combined and split between the residents of the building(s) (if applicable)

12. The TENANT agrees to have the carpets professionally steam cleaned at his/her expense at the expiration of the tenancy and to supply receipts as proof when returning keys. The TENANT hereby acknowledged that carpet cleaning costs will be claimed from the bond if a professional receipt is not provided.

13. The TENANT's hereby acknowledge that they received a copy of Rights and Responsibilities and a copy of the Condition Report applicable to the tenancy when signing the Residential Tenancy Agreement.

14. The TENANT agrees to abide by all rules and regulations as set down by the Body Corporate. (* attached hereto)

15. All rental payments must be made on time and in the current total amount. NO PART PAYMENTS WILL BE ACCEPTED. Dishonour fees will be payable by tenants if accounts contain insufficient funds.

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16. The TENANT agrees that there shall be no smoking inside the premises.

17. The TENANT agrees not flush any sanitary items, including any type of Wet Wipes, down the toilets. Any costs incurred by the LANDLORD in relation to unblocking toilets caused by these items will be passed on to the TENANT.

Note: If you need extra space, attach a separate sheet. Both the rental provider and renter should sign and date all attachments.

REIV

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32. SIGNATURES

This agreement is made under the Act.
Before signing you must read **Part D — Rights and Obligations** in this form which outlines your rights and obligations.

RENTAL PROVIDER

Name: Yufang Xu Sign: DocuSigned by: Dani Berko 6159B59BAC21476... Dated: 19 September 2024 |

Name: N/A Sign: Dated:

Name: N/A Sign: Dated:

RENTER

Name: Kelsey Anne Van Wyk Sign: Signed by: 2190E4EF2ECA408... Dated: 20 September 2024 |

Name: Fredrick Van Wyk Sign: Signed by: 629029A3C0E6473... Dated: 20 September 2024 |

Name: N/A Sign: Dated:

Name: N/A Sign: Dated:

Name: N/A Sign: Dated:

Name: N/A Sign: Dated:

Note: Each renter who is a party to the agreement must sign and date here. If there are more than 4 renters, include details on an extra page

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Definition of Standards

Expected Standard – The standard at which the Owners Corporation expects all Owners/Occupiers to attempt to maintain their property

Unacceptable Standard – The standard the Owners Corporation identifies as unacceptable under any condition and that will have the breach process instigated for the particular issue.

Non-Compliance Notices (Pictured below) - These are put into an envelope and into the letter box of the breached property by the Saltwater Coast staff. They are also emailed to the Agents of tenanted properties and Owners/Occupiers if details are on file.

A Non-Compliance Notice will be issued to an Owner/Occupier/Agent of a dwelling if one or more of the Owners Corporation rules have been seen to be breached. This notice once issued gives the Owner/Occupier 14 days to either:

1. Rectify the issue identified.
2. Contact the Saltwater Coast Lifestyle Centre office to discuss the identified issue/s.
3. Put in writing any disputes with the notice that was issued and email them to nc@mysaltwater.com.au.

The staff and committee prefer to work with owners/occupiers/agents to rectify breaches in this 14-day period as there are no additional fees incurred during this time. Owners/Occupiers/Agents are urged to contact Saltwater Coast staff to discuss any parts of a notice they are not clear about within this time frame.

Non-Compliance

Your property has been inspected and found in non-compliance with Saltwater Coast OC Rules

DATE: 19/7/18
LOT NUMBER: [redacted]
ADDRESS: [redacted]
BREACH NUMBER: [redacted]
RULE: 5.5 Upkeep of Yard Areas
COMMENTS:
Please remove overgrown weeds.

On receipt of a Saltwater Coast Owners Corporation Rules Non Compliance courtesy notice the Lot Owner or Occupier must rectify within 14 days.

For queries, please contact Saltwater Coast staff via email or visit our website.

Signing Authority,
PS611333Q Owners Corporation Committee

Signed by: 2190E4EF2ECA408...
Signed by: 629029A3C0E6473...

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5.0 Development and Maintenance of a Lot

Upkeep of Yard Area – Must maintain and keep tidy the front, side and rear gardens and other surrounds of the Lot to the standard of a first class residential development as determined by the Owners Corporation

Expected Standard ✔

Unacceptable ✖

Signed by: 2190E4EF2ECA408...
Signed by: 629029A3C0E6473...

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Nature Strip – Must maintain and keep tidy, free of weeds and obstructions any nature strip adjoining the Lot.
Any corner Lot owner is required to landscape and maintain both the front and side nature strips that abut the property.

Tuscan Topping/Gravelled Nature Strips

Expected Standard ✔

Unacceptable ✖

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Grassed Nature Strips

Expected Standard ✔

Unacceptable ✖

Mixed Nature Strips (Planting and Grass or Tuscan/Lilydale toppings)

Nature strips that are of a mixture of either plantings and topping and/or plantings and grass should be kept at the standards as outlined for topping or grass. Plantings should conform with council guidelines and be maintained at all times.

Expected Standard ✔

Signed by: 2190E4EF2ECA408...

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Landscaping of the Nature Strip

The Registered Owners Corporation Rules and Design Guidelines require an owner to landscape their nature strip. Acceptable standards of nature strip landscaping should conform to the levels set out by Wyndham City Council.

Below is an example of a nature strip that contains weeds and is not deemed as grass nor landscaped.

Unacceptable Standard ✖

Unacceptable Standard ✖

Just because it's green, does not make it grass or compliant.

Expected Standard ✔

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Expected Standard ✔

Below are website links to the Council's Nature Strip Beautification Policy and Nature Strip Landscaping Guidelines. Owners must ensure that the landscaping of nature strips adhere to these council parameters.

Wyndham City Council Nature Strip Beautification Policy
(http://www.wyndham.vic.gov.au/var/files/uploads/pdfs/50569ed98da31.pdf)

Wyndham City Council Nature Strip Landscaping Guidelines

(http://www.wyndham.vic.gov.au/var/files/uploads/pdfs/8684155011b6be44a940a43a2596f519.pdf)

Wyndham City Council Caring for your Nature Strip Tree

(http://www.wyndham.vic.gov.au/var/files/uploads/pdfs/eaa33ed28ec55c55886ed7fcdc5840f7.pdf)

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Rubbish Disposal – Must conceal all rubbish bins from public view except on the days and during the times designated for rubbish collection

Visible to public – Means any part of a bin is visible from any aspect of the street/footpath.

Bins should be stored behind gates, fencing or at the rear of the property to ensure they are not visible to the public.

Unacceptable

Expected Standard

Out of sight behind a gate or in the garage

Signed by: 2190E4EF2ECA408...

Signed by: 629029A3C0E6473...