

Vendor Statement

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

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

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

Land	5 KINGSFORD SMITH COURT, SANDHURST VIC 3977	
Vendor's name	Darren Paul Bergwerf	Date 31-1-25
Vendor's signature	<i>V.P. Darren - Paul Bergwerf</i>	
Purchaser's name		Date
Purchaser's signature		
Purchaser's name		Date
Purchaser's signature		

Important information

InfoTrack is not liable in any way, including, without limitation, in negligence, for the use to which this document may be put, for any errors or omissions in this document. It is advised you should also check for any subsequent changes in the law.

1. FINANCIAL MATTERS

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

Are contained in the attached certificate/s.

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

\$ To \$

Other particulars (Including dates) and times of payments:

1.3 Terms of 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 Land subject to Tax Reform scheme

Is the land tax reform scheme land within the meaning of the **Commercial and Industrial Property Tax**

(a) Reform Act 2024?

(b) If yes to 1.5(a), please provide:

i. the AVPCC* most recently allocated to the land; AND

ii. the entry date within the meaning of the Commercial and Industrial Property Tax Reform Act 2024

* AVPCC means an Australian Valuation Property Classification Code based on the Valuation Best Practice Specifications Guidelines, or as otherwise defined under the **Commercial and Industrial Property Tax Reform Act 2024**.

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.

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building on which building work has been carried out.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

*Is in the attached copies of title document/s.

*Is as follows:

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

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not applicable.

4.2 Agricultural Chemicals

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

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:

5. BUILDING PERMITS

Particulars of any building permit issued under the Building Act 1993 in the preceding 7 years (required only where

there is a residence on the land).

Not applicable.

6. OWNERS CORPORATION

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

6.1 Not applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

Electric Supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
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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

Not applicable.

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date);

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.)

13. ATTACHMENTS

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

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

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

Register Search Statement (Copy of Title) - Volume 10700 Folio 331;
Copy of Plan - PS500745K;
Covenant No. PS500745K;
Caveat No. AS206746U;
Caveat No. AW142794B;
Instrument Search - AB688953T (AGREEMENT);
Instrument Search - AB689039V (AGREEMENT);
Instrument Search - AB689324W (AGREEMENT);
Instrument Search - AB691928Y (AGREEMENT);
Frankston: Land Information Certificate;
DELWP: Planning Certificate Express;
DELWP: Designated Bushfire Prone Area(s) and Planning Report;
South East Water: Water Information Statement;
State Revenue Office: Land Tax Certificate; and
Due Diligence Checklist.



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

Page 1 of 2

VOLUME 10700 FOLIO 331

Security no : 124119017465T
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LAND DESCRIPTION

Lot 108 on Plan of Subdivision 500745K.

PARENT TITLES :

Volume 05923 Folio 480 Volume 07180 Folio 888 Volume 08140 Folio 737

Volume 08202 Folio 069 Volume 08820 Folio 849

Volume 09755 Folio 485 to Volume 09755 Folio 486

Volume 10604 Folio 300

Created by instrument PS500745K 15/01/2003

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

DARREN PAUL BERGWERF of 183-195 ABECKETT ROAD NARRE WARREN NORTH VIC 3804
AD631651P 20/05/2005

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AE321927T 29/04/2006
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS500745K 15/01/2003

CAVEAT AS206746U 28/05/2019

Caveator

BELLBIRD HOLDINGS PTY LTD ACN: 095724431

Grounds of Claim

AGREEMENT WITH THE FOLLOWING PARTIES AND DATE.

Parties

THE REGISTERED PROPRIETOR(S)

Date

03/05/2019

Estate or Interest

INTEREST AS CHARGE

Prohibition

ABSOLUTELY

Lodged by

MARCUS CHRISTOPHER ADAMS & JOSEPH STEPHEN FALCONE & NADIA ELIZABETH FALCONE

Notices to

JOHN WALLIS of SUITE 1 1693A BURWOOD HIGHWAY BELGRAVE VIC 3160

CAVEAT AW142794B 10/10/2022

Caveator

TRACY ANNE JOHNSON

Grounds of Claim

IMPLIED, RESULTING OR CONSTRUCTIVE TRUST.

Estate or Interest

FREEHOLD ESTATE

Prohibition

ABSOLUTELY

Lodged by

MALKIN LAWYERS

Notices to

MARK BARRETT of SUITE 3 28-32 GLOUCESTER AVENUE BERWICK VIC 3806

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



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

plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987
AB688953T 12/11/2002

AGREEMENT Section 173 Planning and Environment Act 1987
AB689039V 12/11/2002

AGREEMENT Section 173 Planning and Environment Act 1987
AB689324W 12/11/2002

AGREEMENT Section 173 Planning and Environment Act 1987
AB691928Y 13/11/2002

DIAGRAM LOCATION

SEE PS500745K 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: 5 KINGSFORD SMITH COURT SANDHURST VIC 3977

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 23/10/2016

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS500745K
Number of Pages (excluding this cover sheet)	149
Document Assembled	14/10/2024 15:44

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The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION	STAGE NO.	Land Registry use only EDITION 34	Plan Number PS 500745K
<p style="text-align: center;">LOCATION OF LAND</p> <p>Parish: LYNDHURST Township: ----- Section: ----- Crown Allotment: -----</p> <p>Crown Portion: 47 Pt, 48 Pt & 49 Pt LTO Base Record: D.C.M.B. Title Reference: Volume 5923 Folio 480, Volume 10604 Folio 300, Volume 7180 Folio 888, Volume 8820 Folio 849, Volume 8140 Folio 737, Volume 9755 Folio 485 Volume 8202 Folio 069, Volume 9755 Folio 486</p> <p>Last Plan Reference: BP1504</p> <p>Postal Address: 590-600, 640 & 680 Thompson Road <small>(at time of subdivision)</small> 395 & 465 Taylors Road 155 & 255-275 Wedge Road 390 McCormicks Road SKYE</p> <p>AMG Co-ordinates E 343000 <small>(of approx. centre of land in plan)</small> N 5783300 ZONE: 55</p>	<p style="text-align: center;">COUNCIL CERTIFICATE AND ENDORSEMENT</p> <p>Council Name: Frankston City Council Ref: 01/640</p> <p>1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 23 / 8 / 02</p> <p>3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</p> <p style="text-align: center;">OPEN SPACE</p> <p>(i) A requirement for public open space under section 21 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage.....</p> <p>Council Delegate Council Seal</p> <p>Date 13 / 1 / 03</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988.</p> <p>Council Delegate Council Seal</p> <p>Date 13 / 1 / 03</p>		
NOTATIONS			
<p>STAGING This is a staged subdivision. Planning Permit No. 00187.</p> <p>SURVEY This plan is based on survey. This survey has been connected to permanent marks no(s). 40, 337, 396, 397 and 398 in Proclaimed Survey Area No. 52.</p> <p>DEPTH LIMITATION Does not apply.</p> <p>REMOVAL OF EASEMENTS 1. The drainage easement appropriated on LP67146 will be removed upon registration of this plan, as the dominant and servient tenements will merge. 2. The easements for the transmission of electricity created by Instruments E131913, E193826 and D861103 are to be removed by agreement of the relevant parties.</p> <p>All existing easements that encumber the land in this plan are shown with the exception of those within the last remaining stage lot.</p>	<p>The land being subdivided is enclosed within thick continuous lines.</p> <p>CREATION OF RESTRICTIONS A purpose of this plan is to create the Restrictions shown on sheets 139 to 146</p> <p>Refer to sheet 6 for further notations.</p> <p>BOUNDARIES SHOWN BY THICK CONTINUOUS HATCHED LINES ARE DEFINED BY BUILDINGS.</p> <p>LOCATION OF BOUNDARIES DEFINED BY BUILDINGS Median: Boundaries of common walls labelled "M" Exterior Face; All other boundaries</p> <p>Hatching within a parcel indicates that the structure of the relevant wall, floor or ceiling is contained in that parcel.</p>		
VESTING OF ROADS AND / OR RESERVES			
Identifier	Council/Body/Person	Identifier	Council/Body/Person
ROADS R1,R2,R3 & R4	Frankston City Council	RESERVE 14	South East Water Ltd.
RESERVES 1,2,6, 12,16,18, 20,22&23	Frankston City Council		
RESERVES 3, 4, 5, 7-10,13,15,17,19 & 21	United Energy Ltd. (ABN 70 064 651 029)		
Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 005 278 473		LICENSED SURVEYOR Robert David Macaulay (PRINT) SIGNATURE DATE 8 / 01 / 03 M01210 M02099 M02098 M03002 M02211 M02289 S05028 S07017 S07079 S07137 REF. M01107 7.01.2003 VERSION 9	
		THIS IS A LAND VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN Sheet 1 of 146 sheets	
		Date 13 / 01 / 03 COUNCIL DELEGATE SIGNATURE Original sheet size A3	

PLAN OF SUBDIVISION	STAGE NO.	LRD use only EDITION	Plan Number PS 500745K
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EASEMENT INFORMATION

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

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED / IN FAVOUR OF
E-1	WAY	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-1	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-1	DRAINAGE	SEE DIAGRAM	THIS PLAN	FRANKSTON CITY COUNCIL
E-1	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-1	POWERLINE	SEE DIAGRAM	THIS PLAN *	UNITED ENERGY LTD.
E-1	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN **	ORIGIN ENERGY LTD.
E-1	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-2	WAY	SEE DIAGRAM	THIS PLAN	LOTS 87 - 121
E-2	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-2	DRAINAGE	SEE DIAGRAM	THIS PLAN	FRANKSTON CITY COUNCIL
E-2	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-2	POWERLINE	SEE DIAGRAM	THIS PLAN *	UNITED ENERGY LTD.
E-2	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN **	ORIGIN ENERGY LTD.
E-2	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	LOTS 87 - 121
E-3	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-3	DRAINAGE	SEE DIAGRAM	THIS PLAN	FRANKSTON CITY COUNCIL
E-3	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-3	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN **	ORIGIN ENERGY LTD.
E-3	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-4	DRAINAGE	SEE DIAGRAM	THIS PLAN	FRANKSTON CITY COUNCIL
E-5, E-45, E-106 E-115, E-113, E-120	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-6	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-6	DRAINAGE	SEE DIAGRAM	THIS PLAN	FRANKSTON CITY COUNCIL
E-7	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-7	DRAINAGE	SEE DIAGRAM	THIS PLAN	FRANKSTON CITY COUNCIL
E-7	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-7	POWERLINE	SEE DIAGRAM	THIS PLAN *	UNITED ENERGY LTD.
E-7	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN **	ORIGIN ENERGY LTD.
E-7	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-8	WAY	SEE DIAGRAM	THIS PLAN	LOTS 241 - 291
E-8	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-8	DRAINAGE	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-8	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-8	POWERLINE	SEE DIAGRAM	THIS PLAN *	UNITED ENERGY LTD.
E-8	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN **	ORIGIN ENERGY LTD.
E-8	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	LOTS 241 - 291
E-10, E-106, E-112, E-120, E-10, E-106 E-112, E-120, E-10, E-106 E-112, E-120, E-10, E-106 E-112, E-120,	DRAINAGE	3	THIS PLAN	MELBOURNE WATER CORPORATION
E-10, E-106, E-112, E-120,	DRAINAGE	3	THIS PLAN	LOT L2
E-10, E-106 E-112, E-120,	SUPPORT	3	THIS PLAN	LOT L2
E-11	POWERLINE	SEE DIAGRAM	THIS PLAN *	UNITED ENERGY LTD
E-12	DRAINAGE	SEE DIAGRAM	THIS PLAN	FRANKSTON CITY COUNCIL
E-12	POWERLINE	SEE DIAGRAM	THIS PLAN *	UNITED ENERGY LTD
E-13	WAY	3	THIS PLAN	LAND IN PS500745K
E-13	SEWERAGE	3	THIS PLAN	SOUTH EAST WATER LTD.
E-13	DRAINAGE	3	THIS PLAN	LAND IN PS500745K
E-13	WATER SUPPLY	3	THIS PLAN	SOUTH EAST WATER LTD.
E-13	POWERLINE	3	THIS PLAN *	UNITED ENERGY LTD.
E-13	SUPPLY OF GAS	3	THIS PLAN **	ORIGIN ENERGY LTD.
E-13	TELEPHONE AND DATA TRANSMISSION	3	THIS PLAN	LAND IN PS500745K
E-13	DRAINAGE	3	THIS PLAN	MELBOURNE WATER CORPORATION
E-13	DRAINAGE	3	THIS PLAN	LOT L2
E-13	SUPPORT	3	THIS PLAN	LOT L2

* Section 88 Electricity Industry Act 2000
** Section 146 Gas Industry Act 2001

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 005 278 473	LICENSED SURVEYOR <u>Robert David Macaulay</u> (PRINT) SIGNATURE _____ DATE / / M01210 M02099 M03002 M02098 M02211 S05028 S12154 S12155 DATE / / COUNCIL DELEGATE SIGNATURE
Original Sheet Size A3	Sheet 2 of Sheets	REF. M01107 7.01.2003 VERSION 9

PLAN OF SUBDIVISION	STAGE NO.	LRO use only EDITION	Plan Number PS 500745K
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EASEMENT INFORMATION

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

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED / IN FAVOUR OF
E-14	WAY	SEE DIAGRAM	THIS PLAN	LOTS 426 - 451
E-14	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-14	DRAINAGE	SEE DIAGRAM	THIS PLAN	LAND IN PS 500745K
E-14	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-14	POWERLINE	SEE DIAGRAM	THIS PLAN	UNITED ENERGY LTD. *
E-14	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN	ORIGIN ENERGY LTD. **
E-14	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	LOTS 426 - 451
E-15	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-15	POWERLINE	SEE DIAGRAM	THIS PLAN	UNITED ENERGY LTD *
E-30	WAY	SEE DIAGRAM	THIS PLAN	LOTS M1-M12, N1-N18 AND C31 ON PS500745K
E-30	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-30	DRAINAGE	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-30	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-30	POWERLINE	SEE DIAGRAM	THIS PLAN	UNITED ENERGY LTD. *
E-30	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN	ORIGIN ENERGY LTD. **
E-30	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	LOTS M1-M12, N1-N18 AND C31 ON PS500745K
E-30	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	LOTS M1-M12, N1-N18 AND C31 ON PS500745K
E-31	WAY	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-31	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-31	DRAINAGE	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-31	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-31	POWERLINE	SEE DIAGRAM	THIS PLAN	UNITED ENERGY LTD. *
E-31	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN	ORIGIN ENERGY LTD. **
E-31	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-33, E-45, E114	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-116, E-117				
E-33, E-45, E114	DRAINAGE	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-116, E-117				
E-33, E-45, E114	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-116, E-117				
E-33, E-45, E114	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN	ORIGIN ENERGY LTD. **
E-116, E-117				
E-33, E-45, E114	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-116, E-117				
E-34	DRAINAGE	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-36	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-36	DRAINAGE	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-37	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-37	DRAINAGE	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-37	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-37	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN	ORIGIN ENERGY LTD. **
E-37	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-37	POWERLINE	SEE DIAGRAM	THIS PLAN	UNITED ENERGY LTD *
E-40	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-40	DRAINAGE	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-40	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-40	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN	ORIGIN ENERGY LTD. **
E-40	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-40	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	LOTS S60, G & RESERVE No. 12 ON PS500745K
E-40	POWERLINE	SEE DIAGRAM	THIS PLAN	UNITED ENERGY LTD *
E-42	DRAINAGE	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-42	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-42	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	LOTS S60, G & RESERVE No. 12 ON PS500745K
E-43	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	LOTS S60, G & RESERVE No. 12 ON PS500745K
			* →	Section 88 Electricity Industry Act 2000
			**	Section 146 Gas Industry Act 2001

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 005 278 473	LICENSED SURVEYOR <u>Robert David Macaulay</u> (PRINT) SIGNATURE _____ DATE / / M02211 M03001 W34998 S05028 S03055 S06044 S07128 S12155 REF. Compiled 28/06/05 VERSION 1 DATE / / COUNCIL DELEGATE SIGNATURE
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PLAN OF SUBDIVISION	STAGE NO.	LRO use only EDITION	Plan Number PS 500745K
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EASEMENT INFORMATION

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

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED / IN FAVOUR OF
E-44 E-44	TRANSMISSION OF ELECTRICITY SEWERAGE	SEE DIAGRAM SEE DIAGRAM	AD260098D THIS PLAN	UNITED ENERGY DISTRIBUTION LIMITED SOUTH EAST WATER LTD.
E-46 E-46 E-46 E-46 E-46 E-46	WAY DRAINAGE WATER SUPPLY POWERLINE GAS TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM SEE DIAGRAM SEE DIAGRAM SEE DIAGRAM SEE DIAGRAM SEE DIAGRAM	THIS PLAN THIS PLAN THIS PLAN THIS PLAN * THIS PLAN ** THIS PLAN	LOTS 2001-2022 LAND IN PS500745K SOUTH EAST WATER LTD. UNITED ENERGY LTD. ORIGIN ENERGY LTD. LOTS 2001-2022
E-47 E-47 E-47 E-47 E-47 E-47 E-47 E-47	WAY SEWERAGE DRAINAGE WATER SUPPLY POWERLINE SUPPLY OF GAS TELEPHONE AND DATA TRANSMISSION WATER SUPPLY	SEE DIAGRAM SEE DIAGRAM SEE DIAGRAM SEE DIAGRAM SEE DIAGRAM SEE DIAGRAM SEE DIAGRAM SEE DIAGRAM	THIS PLAN THIS PLAN THIS PLAN THIS PLAN THIS PLAN * THIS PLAN ** THIS PLAN THIS PLAN	LOTS M1-M12 N1-N18 AND C31 ON PS500745K SOUTH EAST WATER LTD. FRANKSTON CITY COUNCIL SOUTH EAST WATER LTD. UNITED ENERGY LTD. ORIGIN ENERGY LTD. LAND IN PS500745K LOT S56 ON PS500745K
E-48 E-49	CARRIAGEWAY CARRIAGEWAY	SEE DIAGRAM SEE DIAGRAM	THIS PLAN THIS PLAN	LOT G LOT S60
E-50 E-50 E-50	CARRIAGEWAY SUPPLY OF GAS WATER SUPPLY	SEE DIAGRAM SEE DIAGRAM SEE DIAGRAM	THIS PLAN THIS PLAN ** THIS PLAN	LOT S60 ORIGIN ENERGY LTD. SOUTH EAST WATER LTD.
E-51 E-51	CARRIAGEWAY DRAINAGE	SEE DIAGRAM SEE DIAGRAM	THIS PLAN THIS PLAN	LOT G LAND IN PS500745K
E-52, E-121, E-123 E-52, E-121, E-123	SUPPLY OF GAS WATER SUPPLY	SEE DIAGRAM SEE DIAGRAM	THIS PLAN ** THIS PLAN	ORIGIN ENERGY LTD. SOUTH EAST WATER LTD.
E-53 E-53 E-53	CARRIAGEWAY SUPPLY OF GAS WATER SUPPLY	SEE DIAGRAM SEE DIAGRAM SEE DIAGRAM	THIS PLAN THIS PLAN ** THIS PLAN	LOT G ORIGIN ENERGY LTD. SOUTH EAST WATER LTD.
E-54	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-55 E-55	SEWERAGE WATER SUPPLY	SEE DIAGRAM SEE DIAGRAM	THIS PLAN THIS PLAN	SOUTH EAST WATER LTD. SOUTH EAST WATER LTD.
E-56 E-56 E-56	SEWERAGE WATER SUPPLY CARRIAGEWAY	SEE DIAGRAM SEE DIAGRAM SEE DIAGRAM	THIS PLAN THIS PLAN THIS PLAN	SOUTH EAST WATER LTD. SOUTH EAST WATER LTD. LOT S60
E-57 E-57 E-57 E-57	WATER SUPPLY SUPPLY OF GAS TELEPHONE AND DATA TRANSMISSION POWERLINE	SEE DIAGRAM SEE DIAGRAM SEE DIAGRAM SEE DIAGRAM	THIS PLAN THIS PLAN ** THIS PLAN THIS PLAN *	SOUTH EAST WATER LTD. ORIGIN ENERGY LTD. LAND IN PS500745K UNITED ENERGY LTD
E-58 E-58 E-58 E-58	WATER SUPPLY SUPPLY OF GAS TELEPHONE AND DATA TRANSMISSION POWERLINE	SEE DIAGRAM SEE DIAGRAM SEE DIAGRAM SEE DIAGRAM	THIS PLAN THIS PLAN ** THIS PLAN THIS PLAN *	SOUTH EAST WATER LTD. ORIGIN ENERGY LTD. LAND IN PS500745K UNITED ENERGY LTD
E-58 E-58	CARRIAGEWAY	SEE DIAGRAM	THIS PLAN	LOT S60
E-59 E-59	TELEPHONE AND DATA TRANSMISSION POWERLINE	SEE DIAGRAM SEE DIAGRAM	THIS PLAN THIS PLAN *	LAND IN PS500745K UNITED ENERGY LTD
E-60 E-60 E-60	SEWERAGE TELEPHONE AND DATA TRANSMISSION POWERLINE	SEE DIAGRAM SEE DIAGRAM SEE DIAGRAM	THIS PLAN THIS PLAN THIS PLAN *	SOUTH EAST WATER LTD. LAND IN PS500745K UNITED ENERGY LTD
E-61 E-61	CARRIAGEWAY DRAINAGE	SEE DIAGRAM SEE DIAGRAM	THIS PLAN THIS PLAN	LOT S60 LAND IN PS500745K
E-65 E-65	POWERLINE DRAINAGE	SEE DIAGRAM SEE DIAGRAM	THIS PLAN * THIS PLAN	UNITED ENERGY LTD LAND IN PS500745K
			* **	Section 88 Electricity Industry Act 2000 Section 146 Gas Industry Act 2001

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 005 278 473	LICENSED SURVEYOR <u>Robert David Macaulay</u> (PRINT) S12155, S14054, SIGNATURE _____ DATE / / M02211 M03001 W34998 S05028 S03055 S07079 S07137 S06044 REF. Compiled 28/06/05 VERSION 1 DATE / / COUNCIL DELEGATE SIGNATURE
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PLAN OF SUBDIVISION	STAGE NO.	LRO use only EDITION	Plan Number PS 500745K
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EASEMENT INFORMATION

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

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED / IN FAVOUR OF
E-62	WAY	SEE DIAGRAM	THIS PLAN	LOTS M1-M12, N1-N18 AND C31 ON PS500745K SOUTH EAST WATER LTD. LAND IN PS500745K SOUTH EAST WATER LTD. UNITED ENERGY LTD. ORIGIN ENERGY LTD. LOTS M1-M12, N1-N18 & C31 ON PS500745K LOTS M1-M12, N1-N18 & C31 ON PS500745K LOTS S60, G & RESERVE No.12 ON PS500745K
E-62	SEWERAGE	SEE DIAGRAM	THIS PLAN	
E-62	DRAINAGE	SEE DIAGRAM	THIS PLAN	
E-62	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	
E-62	POWERLINE	SEE DIAGRAM	THIS PLAN *	
E-62	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN **	
E-62	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	
E-62	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	
E-62	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	
E-66	PARTY WALL	0-18	THIS PLAN	THE RELEVANT ABUTTING LOT ON THIS PLAN
E-67	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	MELBOURNE WATER CORPORATION LAND IN PS500745K SOUTH EAST WATER LTD. LAND IN PS500745K SOUTH EAST WATER LTD. UNITED ENERGY LTD. * VIC GAS DISTRIBUTION PTY LTD. ** LAND IN PS500745K
E-67	WAY	SEE DIAGRAM	THIS PLAN	
E-67	SEWERAGE	SEE DIAGRAM	THIS PLAN	
E-67	DRAINAGE	SEE DIAGRAM	THIS PLAN	
E-67	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	
E-67	POWERLINE	SEE DIAGRAM	THIS PLAN	
E-67	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN	
E-67	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	
E-68	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	MELBOURNE WATER CORPORATION
E-70	WAY	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K SOUTH EAST WATER LTD. LAND IN PS500745K SOUTH EAST WATER LTD. UNITED ENERGY LTD. * VIC GAS DISTRIBUTION PTY LTD. ** LAND IN PS500745K
E-70	SEWERAGE	SEE DIAGRAM	THIS PLAN	
E-70	DRAINAGE	SEE DIAGRAM	THIS PLAN	
E-70	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	
E-70	POWERLINE	SEE DIAGRAM	THIS PLAN	
E-70	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN	
E-70	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	
E-70	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	
E-71	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD. LAND IN PS500745K SOUTH EAST WATER LTD. UNITED ENERGY LTD. * VIC GAS DISTRIBUTION PTY LTD. ** LAND IN PS500745K
E-71	DRAINAGE	SEE DIAGRAM	THIS PLAN	
E-71	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	
E-71	POWERLINE	SEE DIAGRAM	THIS PLAN	
E-71	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN	
E-71	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	
E-71	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	
E-71	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	
E-72	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN	VIC GAS DISTRIBUTION PTY LTD. **
E-80	DRAINAGE	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K MELBOURNE WATER CORPORATION
E-80	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	
E-82	DRAINAGE	SEE DIAGRAM	AH679930F	LOT A ON PS500745K SOUTH EAST WATER LTD.
E-82	SEWERAGE	SEE DIAGRAM	AH679930F	
E-83	DRAINAGE	SEE DIAGRAM	AH679930F	LOT A ON PS500745K
E-84	SEWERAGE	SEE DIAGRAM	AH679930F	SOUTH EAST WATER LTD.
E-85	WAY	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-86	WAY	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K LAND IN PS500745K SOUTH EAST WATER LTD.
E-86	DRAINAGE	SEE DIAGRAM	THIS PLAN	
E-86	SEWERAGE	SEE DIAGRAM	THIS PLAN	
E-88	SEWERAGE	SEE DIAGRAM	PS616669C	SOUTH EAST WATER LTD. LAND IN PS616669C
E-88	DRAINAGE	SEE DIAGRAM	PS616669C	
E-89	DRAINAGE	SEE DIAGRAM	PS616669C	LAND IN PS616669C
E-90	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD. MELBOURNE WATER CORPORATION
E-90	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	
E-91	DRAINAGE	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K SOUTH EAST WATER LTD. SOUTH EAST WATER LTD.
E-91	SEWERAGE	SEE DIAGRAM	THIS PLAN	
E-91	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	
E-92	WAY	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K SOUTH EAST WATER LTD.
E-92	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	
E-93	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD. LAND IN PS500745K SOUTH EAST WATER LTD.
E-93	WAY	SEE DIAGRAM	THIS PLAN	
E-93	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	
E-94	POWERLINE	SEE DIAGRAM	THIS PLAN	UNITED ENERGY LTD. * MELBOURNE WATER CORPORATION
E-94	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	
E-100	WAY	SEE DIAGRAM	THIS PLAN	LOTS 3001 TO 3024 LAND IN PS500745K SOUTH EAST WATER LTD. UNITED ENERGY LTD. VIC GAS DISTRIBUTION PTY LTD LOTS 3001 TO 3024
E-100	DRAINAGE	SEE DIAGRAM	THIS PLAN	
E-100	SEWERAGE & WATER SUPPLY	SEE DIAGRAM	THIS PLAN	
E-100	POWERLINE	SEE DIAGRAM	THIS PLAN *	
E-100	GAS SUPPLY	SEE DIAGRAM	THIS PLAN **	
E-100	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	
E-100	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	
E-100	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	
E-101	SEWERAGE	2	THIS PLAN	SOUTH EAST WATER LTD.
E-102	PARTY WALL	SEE DIAGRAM	THIS PLAN	THE RELEVANT ABUTTING LOT ON THIS PLAN
E-105	DRAINAGE	3	THIS PLAN	LAND IN PS500745K MELBOURNE WATER CORPORATION LOT L2 LOT L2
E-105	DRAINAGE	3	THIS PLAN	
E-105	DRAINAGE	3	THIS PLAN	
E-105	SUPPORT	3	THIS PLAN	

* Section 88 Electricity Industry Act 2000
** Section 146 Gas Industry Act 2001

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 005 278 473	LICENSED SURVEYOR <u>Robert David Macaulay</u> (PRINT) S08092 S09002 S09143 S09157 S11002 S10100 S07128 SIGNATURE _____ DATE / / M02211 M03001 W34998 S05028 S03055 S07079 S07137 S06044	DATE / / COUNCIL DELEGATE SIGNATURE _____
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PLAN OF SUBDIVISION	Stage No.	Plan Number PS 500745K
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NOTATIONS

<p>LOT INFORMATION</p> <p>Lots B-F, GS, GS1, GS2, C26-C29, L1, P3, S1-S78, S80, S81, S83, S84, 847-1000, 1037-1100, 1124-1200, 1256-1300, 1324-1400, 1441-1500, 1541-1600, 1636-1700, 1721-1800, 1825-1900, 1921-2000, 2023-2100, 2147-2200, 2235-3000, (all inclusive) & Reserve No. 11 are not part of this plan.</p> <p>Reserve No.2 comprises 2 parts with an area of 326m² Reserve No.12 comprises 3 parts with an area of 2461m² Reserve No.16 comprises 5 parts with an area of 2048m²</p> <p>Lot P1 comprises 9 parts with a total area of 1414ha. Lot P12 comprises 2 parts with a total area of 192m² Lot P13 comprises 2 parts with a total area of 1393m² Lot P16 comprises 4 parts with a total area of 4049m² Lot P18 comprises 3 parts with a total area of 2719m² Lot P19 comprises 5 parts with a total area of 6259m² Lot P53 comprises 3 parts with a total area of 892m² Lot GS3 comprises 3 parts with a total area of 6789ha</p> <p>LOCATION OF BOUNDARIES DEFINED BY BUILDINGS</p> <p>Median : Boundaries of common walls labelled 'M' Exterior Face : All other boundaries</p>	<p>The area of lot C1 is 3.093ha. The area of lot C2 is 6490m² The area of lot C3 is 1.821ha. The area of lot C4 is 2.010ha. The area of lot C5 is 0.786ha. The area of lot C6 is 1.167ha. The area of lot C7 is 4409m² The area of lot C8 is 2.133ha. The area of lot C9 is 1.513ha. The area of lot C10 is 3.096ha. The area of lot C12 is 1.423ha. The area of lot C13 is 1.083ha. The area of lot C15 is 3952m² The area of lot C16 is 1.055ha. The area of lot C17 is 4783m² The area of lot C18 is 1.543ha. The area of lot C19 is 3667m² The area of lot C20 is 7179m² The area of lot C21 is 6579m² The area of lot C22 is 4063m² The area of lot C23 is 3753m² The area of lot C24 is 3512m² The area of lot C25 is 2225m² The area of lot C26 is 7731m² The area of lot C27 is 5140m² The area of lot C28 is 342m²</p>
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EASEMENT INFORMATION

LEGEND:				
	A - APPURTENANT EASEMENT	E - ENCUMBERING EASEMENT	R - ENCUMBERING EASEMENT (ROAD)	
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED / IN FAVOUR OF
E-107 E-108, E-109 E-110, E-112, E-113, E-121	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER CORPORATION.
E-108, E-109, E-110 E-115, E-113, E-121	DRAINAGE	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-108, E-109, E-110 E-115, E-113, E-120	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER CORPORATION.
E-108 E-109, E-114 E-115, E116, E-117 E-119, & E-124	POWERLINE	SEE DIAGRAM	THIS PLAN *	UNITED ENERGY DISTRIBUTION Pty Ltd
E-108, E-109, E-110 E-115, E-113, E-120	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN **	VIC GAS DISTRIBUTION PTY LTD.
E-108, E-109, E-110 & E-115	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-113 E-120, E-121	WAY	SEE DIAGRAM	THIS PLAN	LAND IN PSS00745K
E-109, E-114, E-115	WAY	SEE DIAGRAM	THIS PLAN	LOT Q ON PS500745K
E-117	WAY	SEE DIAGRAM	THIS PLAN	LOT U ON PS500745K
E-118	WAY	SEE DIAGRAM	THIS PLAN	LOT U ON PS500745K
E-122, E123, E-124	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
			*	Section 88 Electricity Industry Act 2000
			**	Section 146 Gas Industry Act 2001

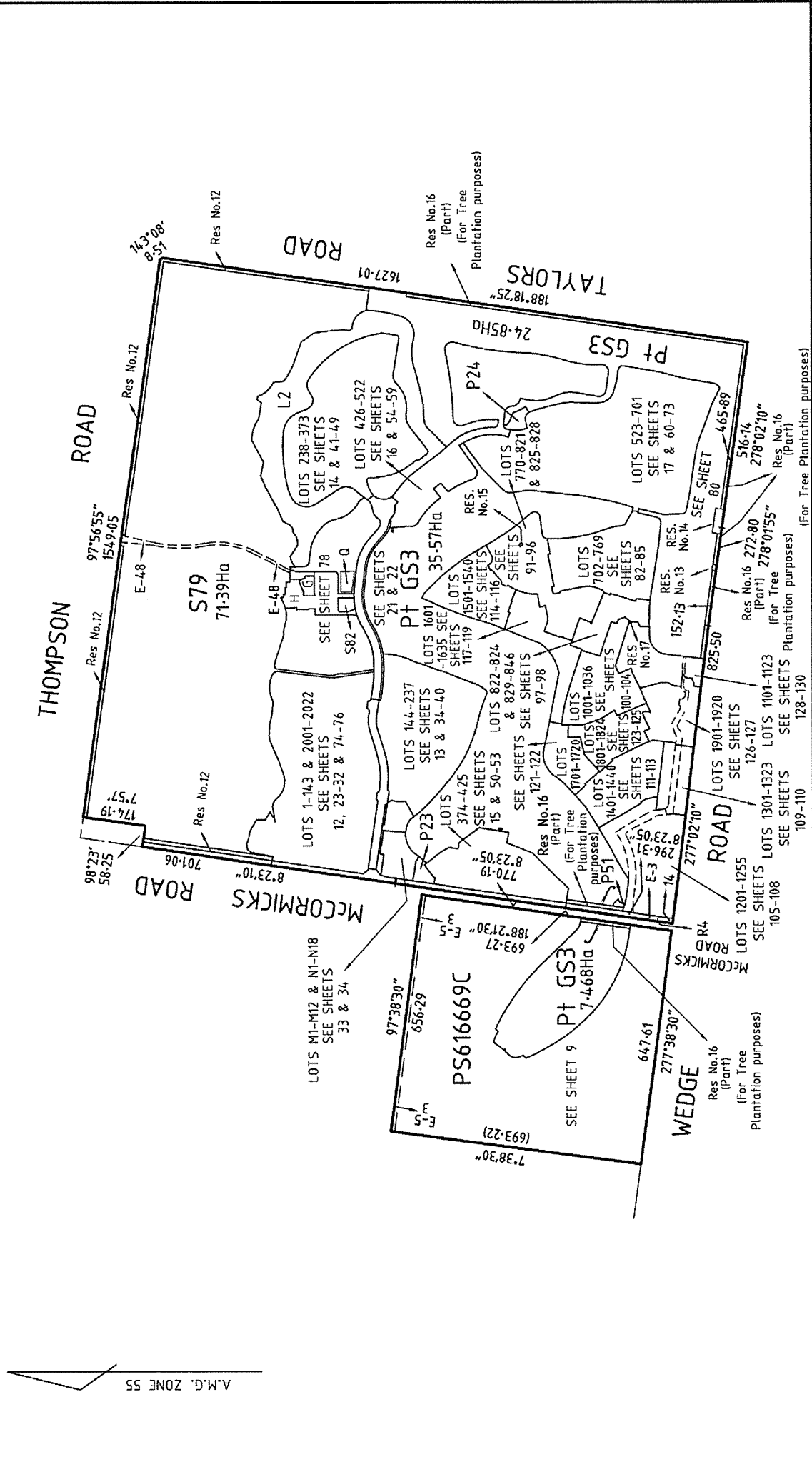
<p>Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 005 278 473</p>	<p>LICENSED SURVEYOR <u>Robert David Macaulay</u> (PRINT) S10099 S10100 S09096 S07128 S12065 S12154 S12155 S14054/3 S09068 S09143 S09095 S09157 S10025 S10026 S10027 S10028 S10098 SIGNATURE DATE / / M02211 M02289 W34998 S05028 S03055 S07017 S07079 S07137 S08092 REF. Compiled 24/03/04 VERSION 1</p>	<p>..... DATE / / COUNCIL DELEGATE SIGNATURE</p>
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Paroisien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 005 278 473	<h1 style="margin: 0;">LOT INDEX</h1>	Plan Number <h2 style="margin: 0;">PS 500745K</h2>
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Lot	Sheet	Lot	Sheet	Lot	Sheet	Lot	Sheet	Lot	Sheet	Lot	Sheet
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7 - 19	23	463 - 474	57	---	---	2101 - 2111	134	P15	61	Reserve No.2	15
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33 - 44	25	487 - 501	59	1007 - 1008	101	2136 - 2138	134	P17	67 & 69	Reserve No.4	51
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197 - 213	38	615 - 617	71	1306 - 1318	110	C17	128 - 130	P38	105		
214 - 216	39	618 - 630	73	1319 - 1323	109	C18	105 - 108	P39	108		
217 - 228	40	631 - 636	71	---	---	C19	109 - 110	P40	116		
229 - 235	39	637 - 654	70	1401 - 1416	111	C20	114 - 116	P41	114		
236 - 237	35	655 - 656	71	1417 - 1428	112	C21	111 - 113	P42	114		
238 - 243	45	657 - 658	69	1429 - 1437	113	C22	121, 122	P43	115		
244 - 254	41	659 - 675	66	1438 - 1440	112	C23	123, 124	P44	115		
255 - 258	42	676 - 678	69	---	---	C24	126, 127	P45	113		
259 - 261	41	679 - 683	67	1501 - 1505	115	C25	118, 119	P46	122		
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285 - 290	46	702 - 705	82	1529 - 1535	115	C28	138	P49	126		
291 - 293	45	706 - 717	85	1536 - 1540	114	C30	34	P50	118		
294 - 303	46	718 - 726	84	---	---	C31	33	P51	19		
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316 - 317	47	733 - 739	84	1608 - 1615	119	H	133	P54	136		
318 - 322	44	740 - 755	83	1616 - 1624	118	K	135	P55	137		
323 - 324	46	756 - 766	82	1625 - 1635	117	L2	14	P56	136 - 137		
325 - 341	47	767 - 769	83	---	---	M1 - M12	34	Q	131		
342 - 350	48	770 - 784	92	1701 - 1708	121	N1 - N18	33	S79	10, 11		
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363 - 368	45	793 - 798	95	1718 - 1720	121	P2	12	S83	134		
369 - 370	49	799 - 803	96	---	---	---	---	U, T	134		
371 - 373	48	804 - 807	95	1801 - 1805	123	P4	34	Road R1	23, 28, 33		
374 - 378	51	808	94	1806 - 1820	124	P5	13	Road R2	10		
379 - 387	50	809 - 812	96	1821 - 1824	123	P6	48	Road R3	15		
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422 - 425	52	821	93	1916 - 1920	126	P10	56				
426	55	822 - 824	97	---	---	P11	16				
427 - 440	54	825 - 828	96	2001 - 2008	74	P12	54 - 55				
441 - 451	55	829 - 835	97	2009 - 2014	75	P13	33 - 34				

PLAN OF SUBDIVISION

Stage No. _____ Plan Number **PS 500745K**



<p>Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 005 278 473</p>	<p>ORIGINAL SCALE: 1:10,000 SHEET SIZE: A3</p>	<p>SCALE: 100 0 100 200 300 400 500 LENGTHS ARE IN METRES</p>	<p>LICENSED SURVEYOR Robert David Maccaulay (PRINT) S10027 S10028 S10029 S10030 S10031 S10032 S10033 S10034 S10035 S10036 S07125 S07079 S07137 S06044 S08072 S09068 S09143 S09095 S09157 S10025 S10026 S12054, S12155, S14054, SIGNATURE: M0107 M0209 M0298 M03002 M0221 M03001 M02289 M34098 S05028 S03055 S07007 REFERENCE: M01210 5.01.2003</p>
<p>DATE / / COUNCIL DELEGATE SIGNATURE</p>	<p>DATE / / COUNCIL DELEGATE SIGNATURE</p>	<p>DATE / / COUNCIL DELEGATE SIGNATURE</p>	<p>Sheet 8 Sheets</p>

Paroissien Grant & Associates Pty. Ltd.
 CONSULTING ENGINEERS AND SURVEYORS
 SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104
 Phone: 9859 6400 Facsimile : 9859 5022
 ACN 005 278 473

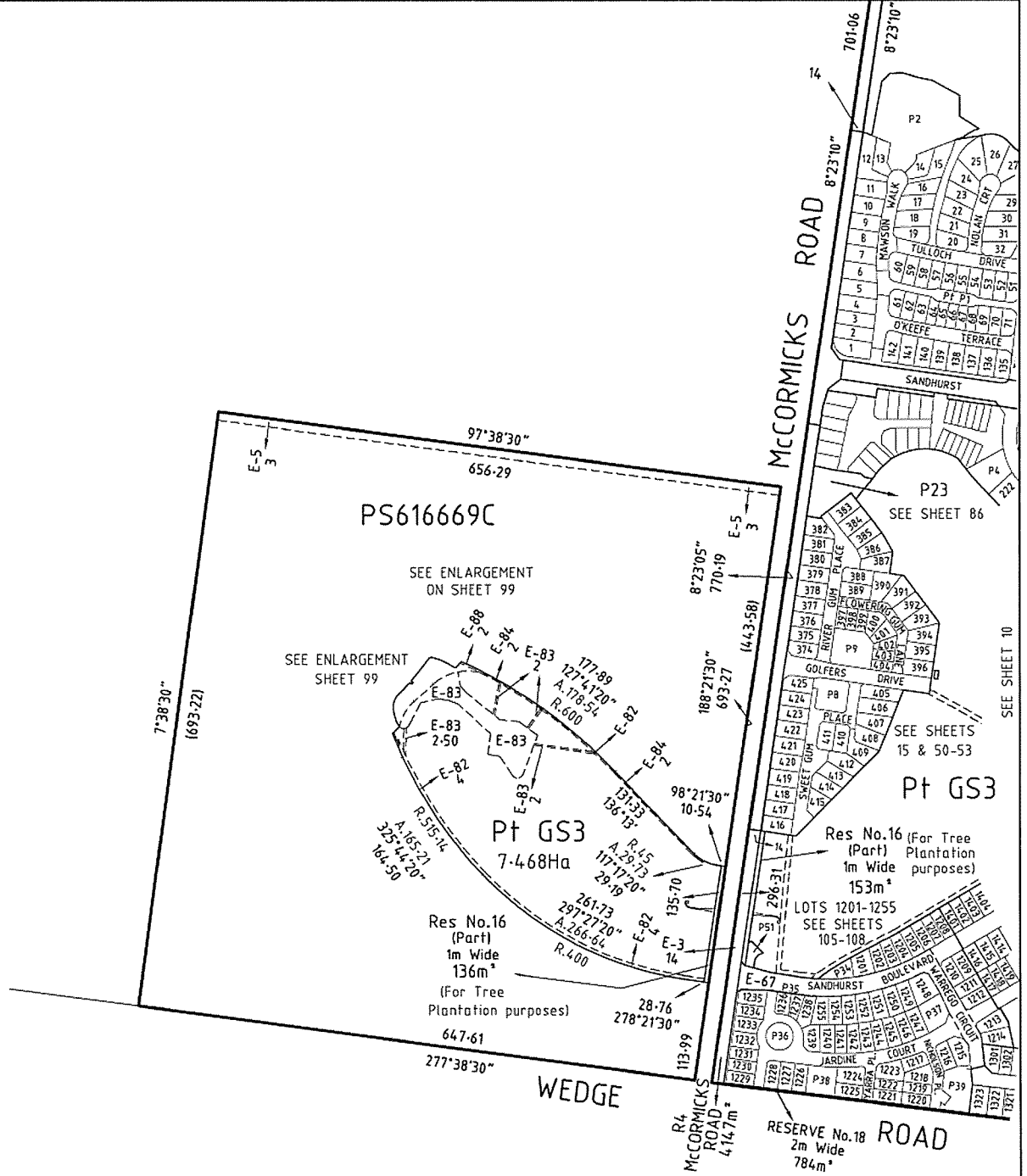
PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K

A.M.G. ZONE 55



ORIGINAL		SCALE		LICENSED SURVEYOR <u>Robert David Macaulay</u>		DATE / /	
SCALE	SHEET SIZE	50 0 50 100 150 200 250		(PRINT)	SIGNATURE	DATE	COUNCIL DELEGATE SIGNATURE
1:5000	A3	LENGTHS ARE IN METRES		M02211 M03001 M02289 S05028 S03055 S07017 S07125 S07079 S08092			
				REF. Compiled 24/03/04 S07137 S06044 VERSION 1		Sheet 9 of Sheets	

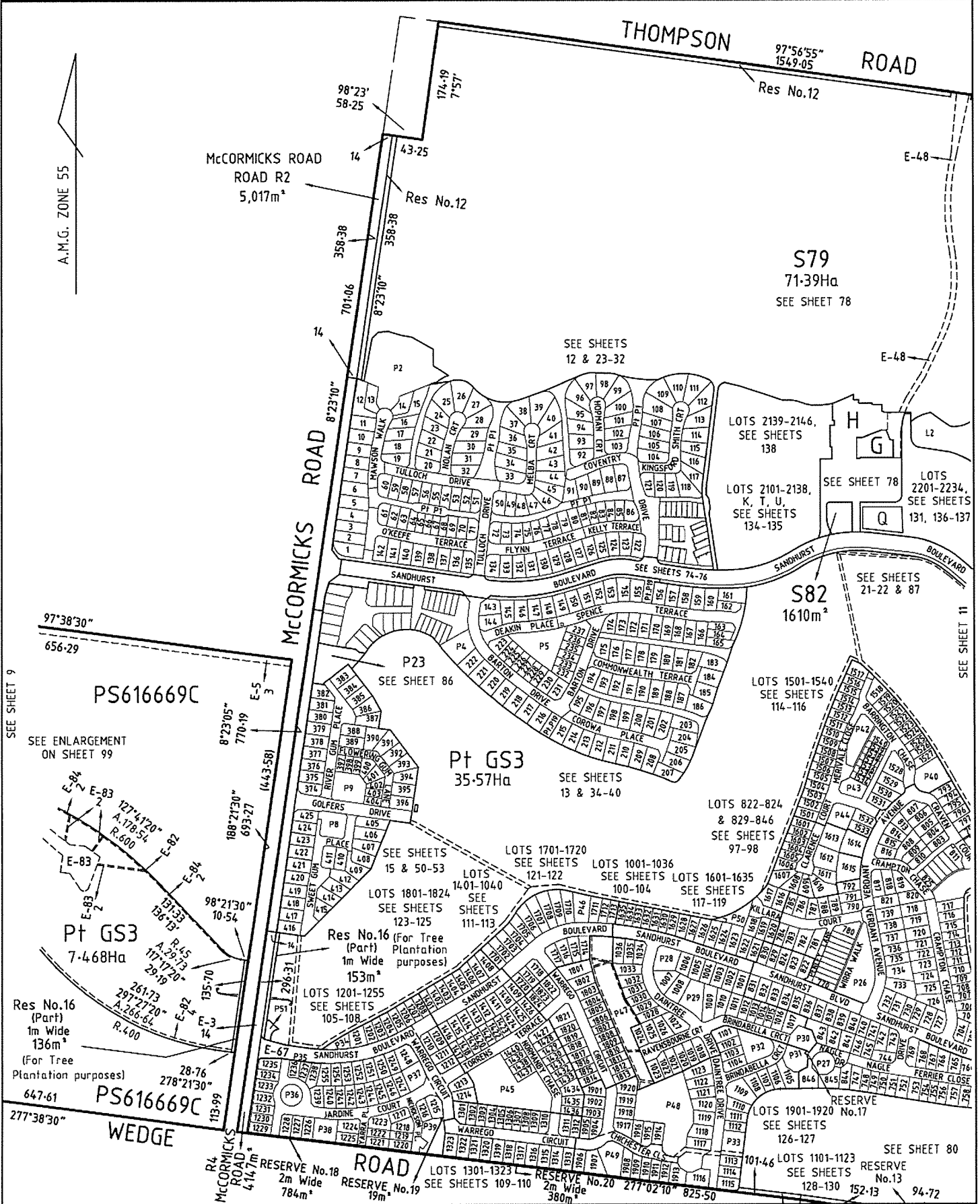
Paroissien Grant & Associates Pty. Ltd.
 CONSULTING ENGINEERS AND SURVEYORS
 SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
 Phone: 9859 6400 Facsimile: 9859 5022
 ACN 005 278 473

PLAN OF SUBDIVISION

Stage No.

Plan Number

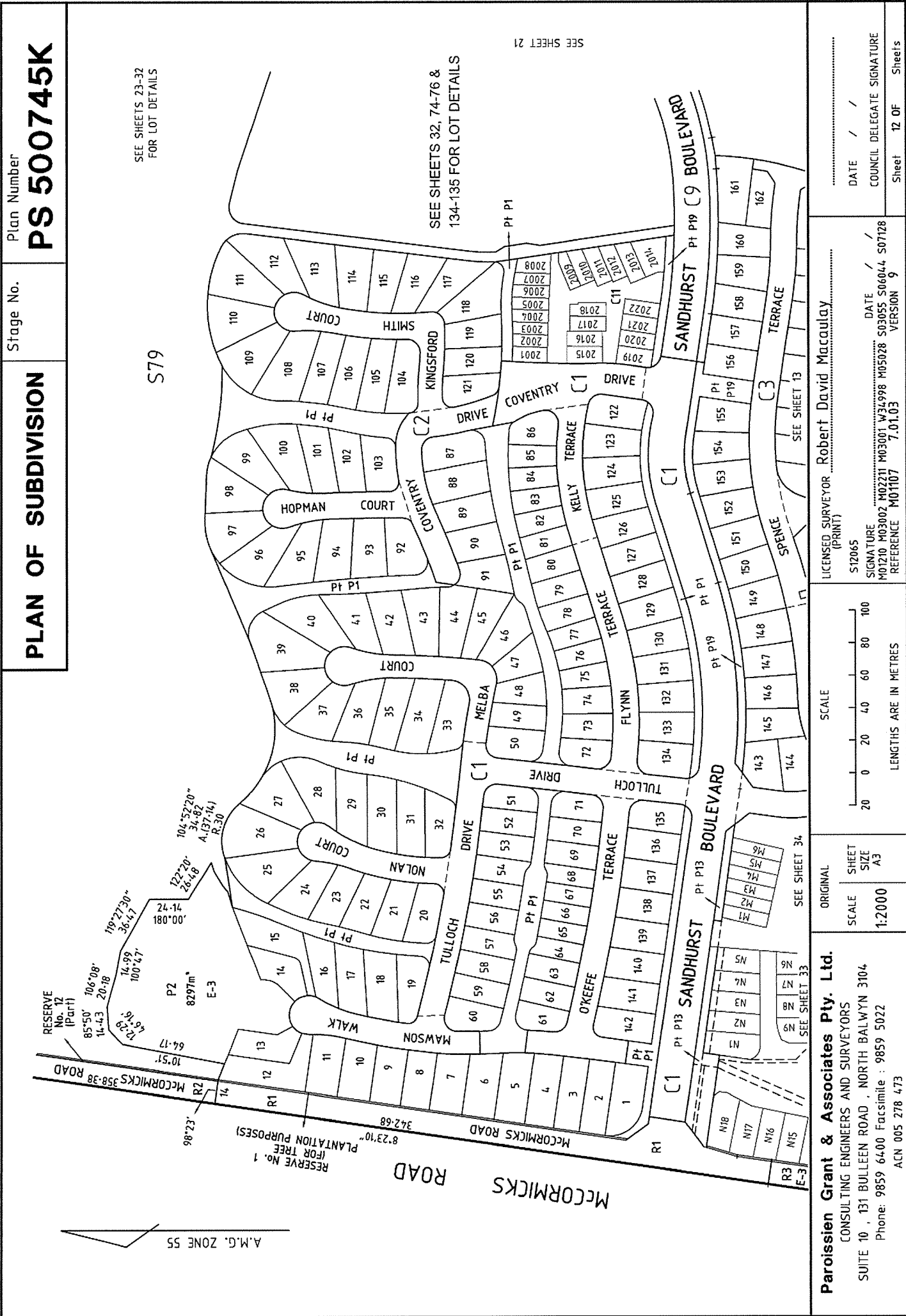
PS 500745K



ORIGINAL	SCALE
SCALE	SHEET SIZE A3
1:5000	
<p>LENGTHS ARE IN METRES</p>	

LICENSED SURVEYOR Robert David Macaulay
 (PRINT) S11002 S10098 S10099 S10100 S09096 S07128 S12065 S12154/5
 S09068 S09002 S09143 S09095 S09157 S10025 S10026 S10027 S10028
 SIGNATURE _____ DATE _____
 M02211 M03001 M02289 W34998 S05028 S03055 S07125 S07079 S08092
 REF. Compiled 24/03/04 S07137 S06044 VERSION 1

DATE / /
 COUNCIL DELEGATE SIGNATURE _____
 Sheet 10 of Sheets



PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 500745K

SEE SHEETS 23-32
FOR LOT DETAILS

S79

SEE SHEETS 32, 74-76 &
134-135 FOR LOT DETAILS

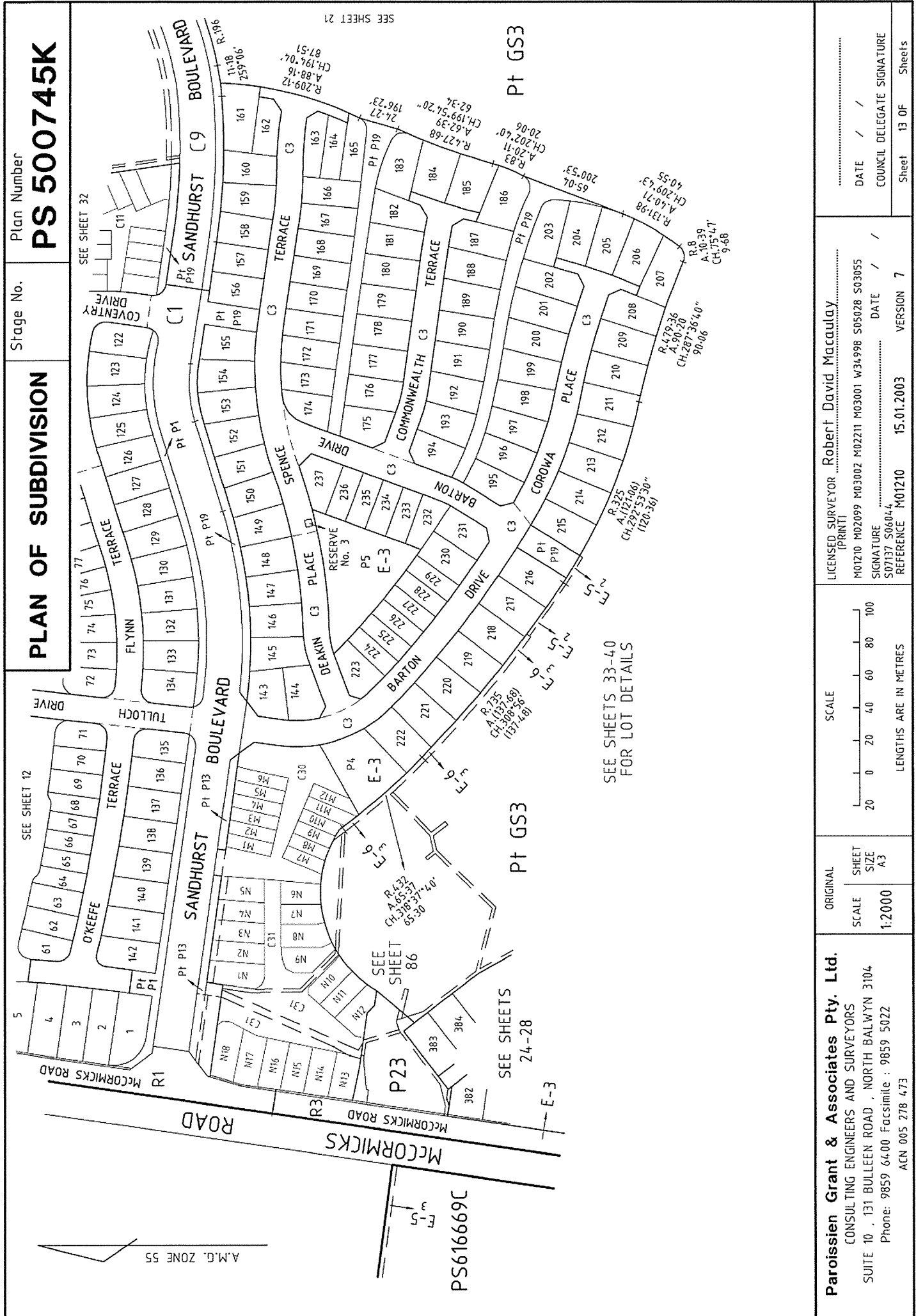
SEE SHEET 21

LICENSED SURVEYOR (PRINT) Robert David Macaulay	DATE / /
SIGNATURE S12065	COUNCIL DELEGATE SIGNATURE
REFERENCE M01107	Version 9
DATE / /	Sheet 12 OF Sheets

SCALE 1:2000	SHEET SIZE A3
ORIGINAL	LENGTHS ARE IN METRES
SCALE 0 20 40 60 80 100	VERSION 7.01.03

Paroissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 005 278 473

SEE SHEET 34
SEE SHEET 33

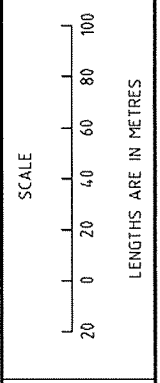


Stage No. Plan Number
PS 500745K

PLAN OF SUBDIVISION

LICENSED SURVEYOR
 (PRINT)
 M01210 M02099 M03002 M02211 M03001 W34998 S05028 S03055
 SIGNATURE DATE / /
 S07137 S06044
 REFERENCE M01210 15.01.2003 VERSION 7

LICENSED SURVEYOR
 (PRINT)
 M01210 M02099 M03002 M02211 M03001 W34998 S05028 S03055
 SIGNATURE DATE / /
 S07137 S06044
 REFERENCE M01210 15.01.2003 VERSION 7



ORIGINAL SCALE SHEET SIZE
 1:2000 A3

Paroissien Grant & Associates Pty. Ltd.
 CONSULTING ENGINEERS AND SURVEYORS
 SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
 Phone: 9859 6400 Facsimile: 9859 5022
 ACN 005 278 473

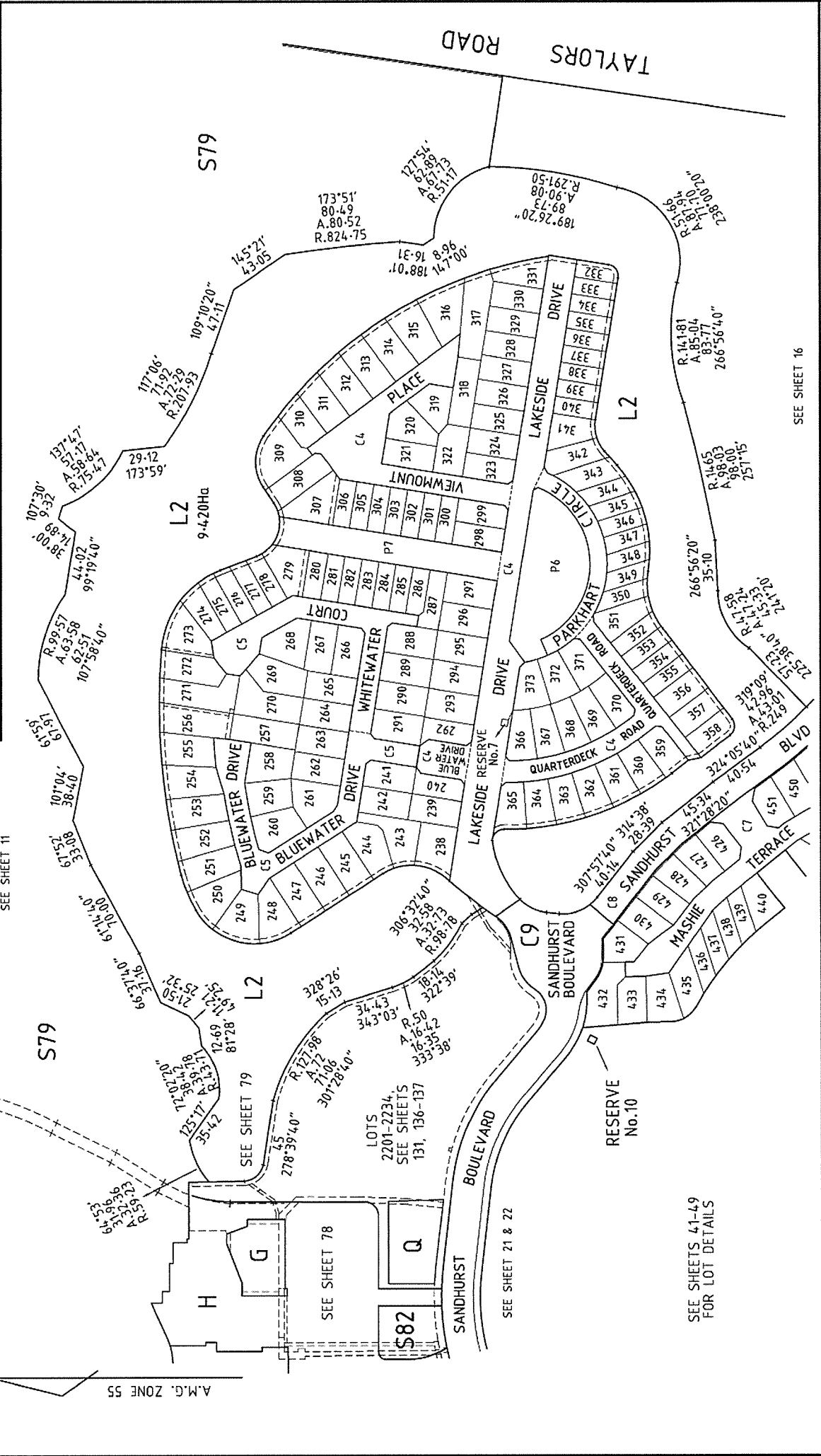
Sheet 13 OF Sheets

COUNCIL DELEGATE SIGNATURE

DATE / /

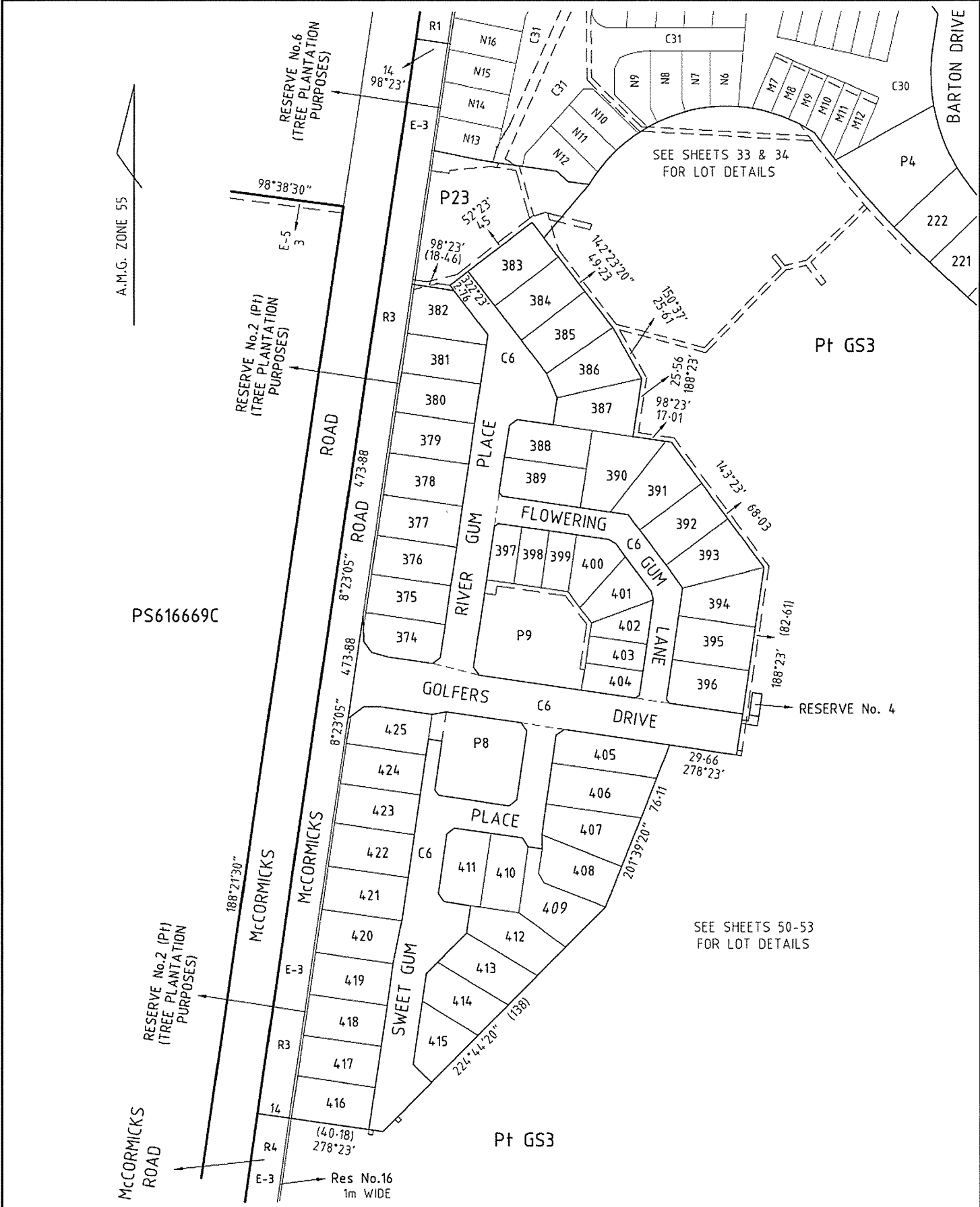
PLAN OF SUBDIVISION

Stage No. **PS 500745K**
Plan Number



<p>Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 005 278 473</p>	<p>ORIGINAL SCALE SHEET SIZE A3 1:2500</p>	<p>SCALE 25 0 25 50 75 100 125 LENGTHS ARE IN METRES</p>	<p>LICENSED SURVEYOR Robert David Maccaulay (PRINT)</p> <p>SIGNATURE DATE / / MOZ11 505028 50728 51065 52185 51454 REFERENCE M02098 16.09.2003</p> <p>VERSION 5</p>
SEE SHEET 16			<p>DATE / / COUNCIL DELEGATE SIGNATURE Sheet 14 Sheets</p>

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 005 278 473	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 500745K
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ORIGINAL	SCALE	LICENSED SURVEYOR <u>Robert David Macaulay</u> (PRINT) SIGNATURE _____ DATE / / M03002, M02211, M03001, M03055, S07137 S06044 REF. M02099 24.04.2003 VERSION 3	_____ DATE / / COUNCIL DELEGATE SIGNATURE Sheet 15 of Sheets
SCALE 1:1500 SHEET SIZE A3	LENGTHS ARE IN METRES		

Paroissien Grant & Associates Pty. Ltd.
 CONSULTING ENGINEERS AND SURVEYORS
 SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
 Phone: 9859 6400 Facsimile: 9859 5022
 ACN 005 278 473

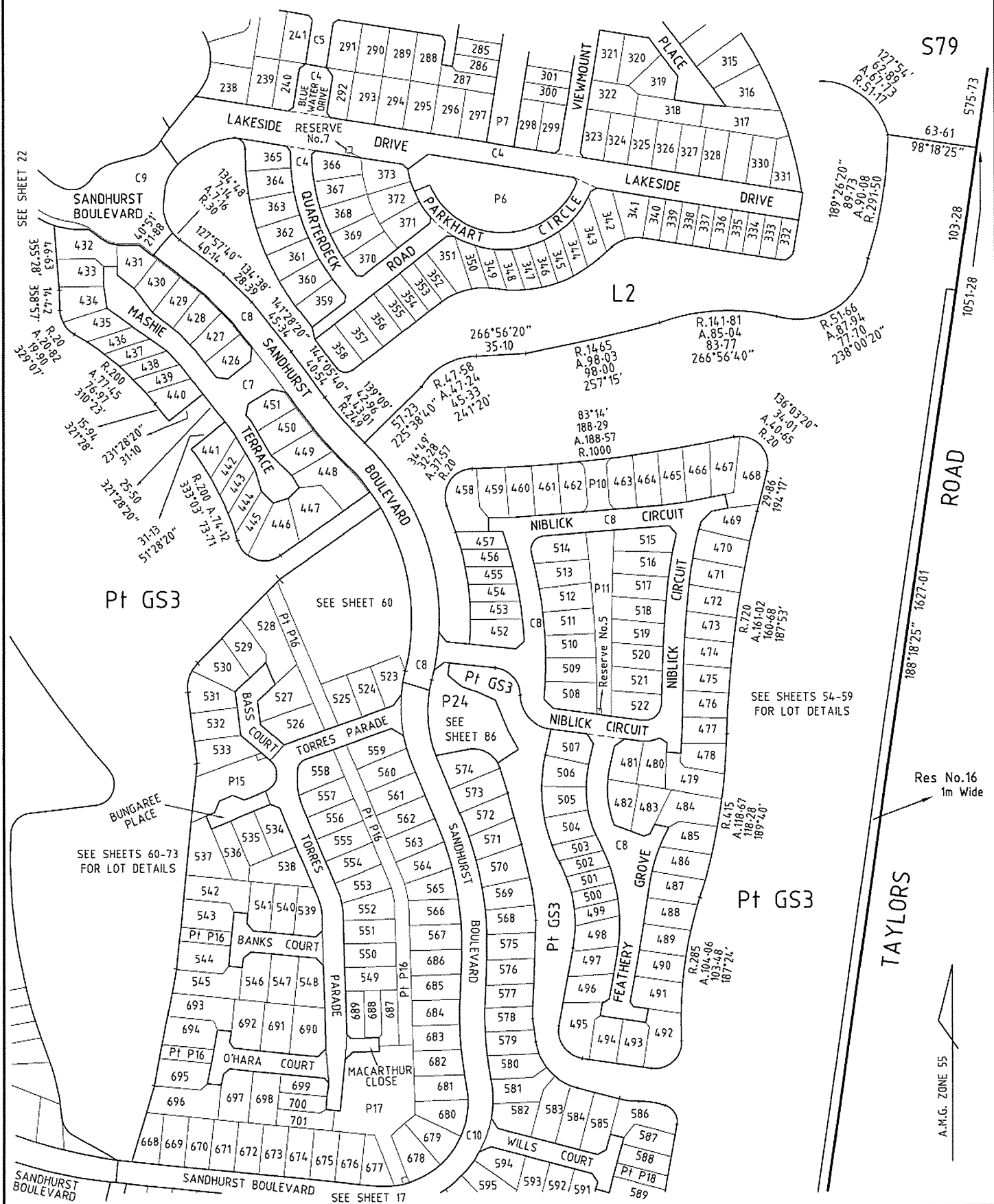
PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K

SEE SHEET 14

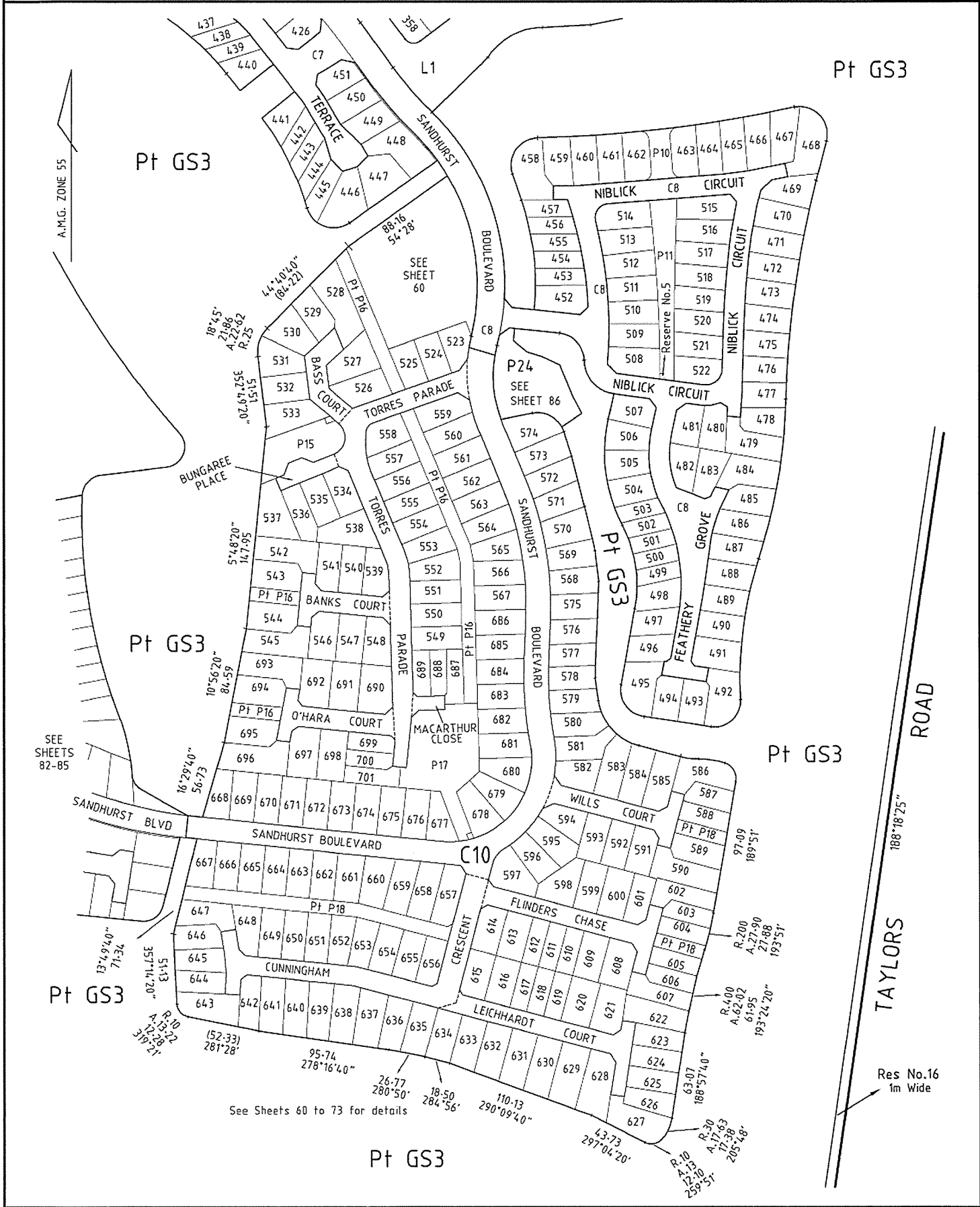


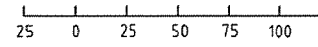
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SCALE 1:2500	SHEET SIZE A3
LENGTHS ARE IN METRES	

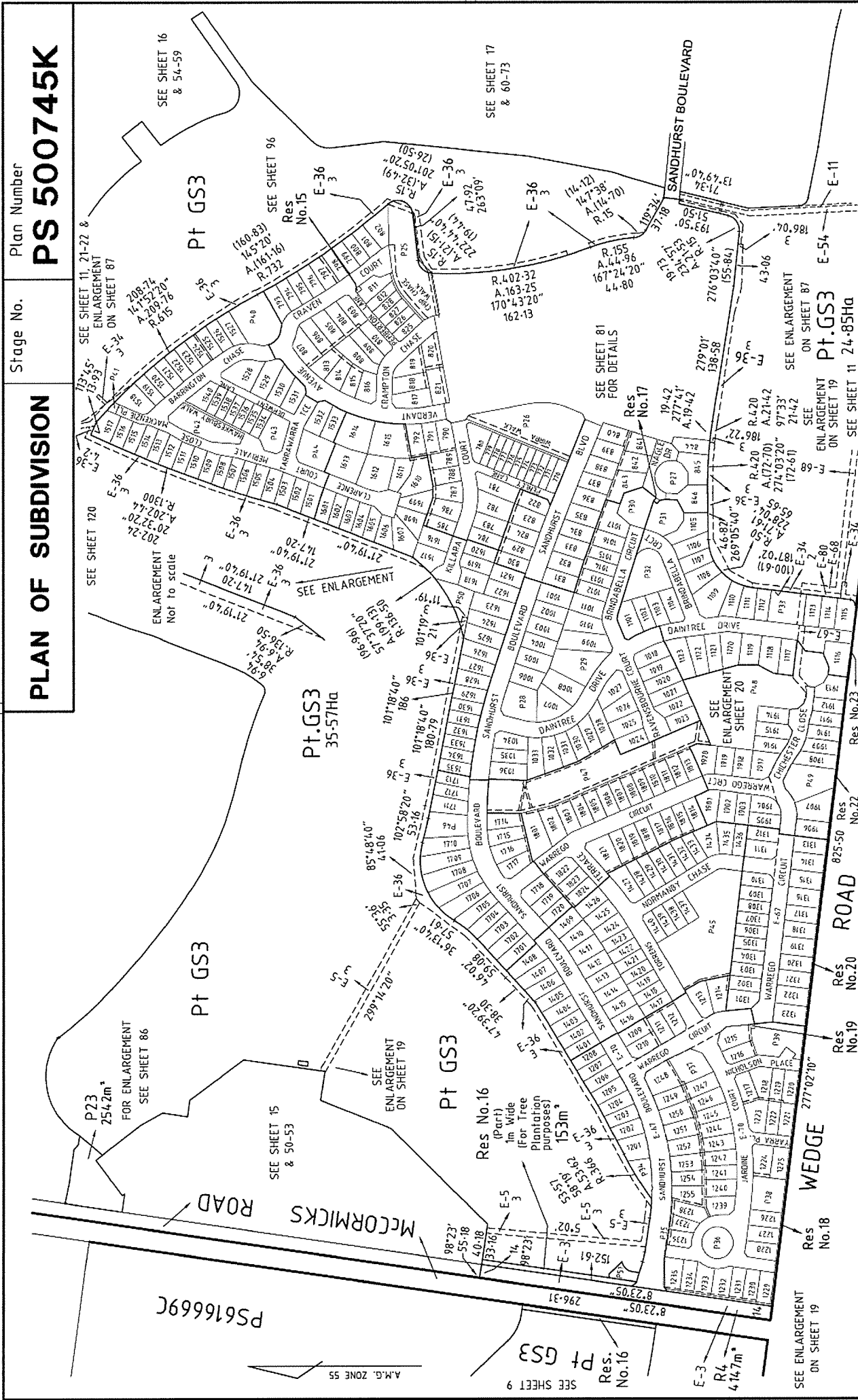
LICENSED SURVEYOR Robert David Macaulay
 (PRINT)
 SIGNATURE DATE / /
 M02098 M02211 M02289 S05028 S07079 S07137 S07128
 REF. M03002 14.10.2003 VERSION 4

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 DATE / /
 COUNCIL DELEGATE SIGNATURE
 Sheet 16 of Sheets

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 005 278 473	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 500745K
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ORIGINAL SCALE 1:2500	SCALE  LENGTHS ARE IN METRES	LICENSED SURVEYOR <u>Robert David Macaulay</u> (PRINT) SIGNATURE DATE / / M02098 M02211 M02289 S05028 S07079 S07137 REF. M02289 9.06.2004 DATE / / COUNCIL DELEGATE SIGNATURE Sheet 17 of Sheets
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PLAN OF SUBDIVISION

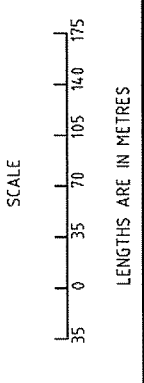
Stage No.

Plan Number

PS 500745K

DATE / /
COUNCIL DELEGATE SIGNATURE
Sheet 18 Sheets

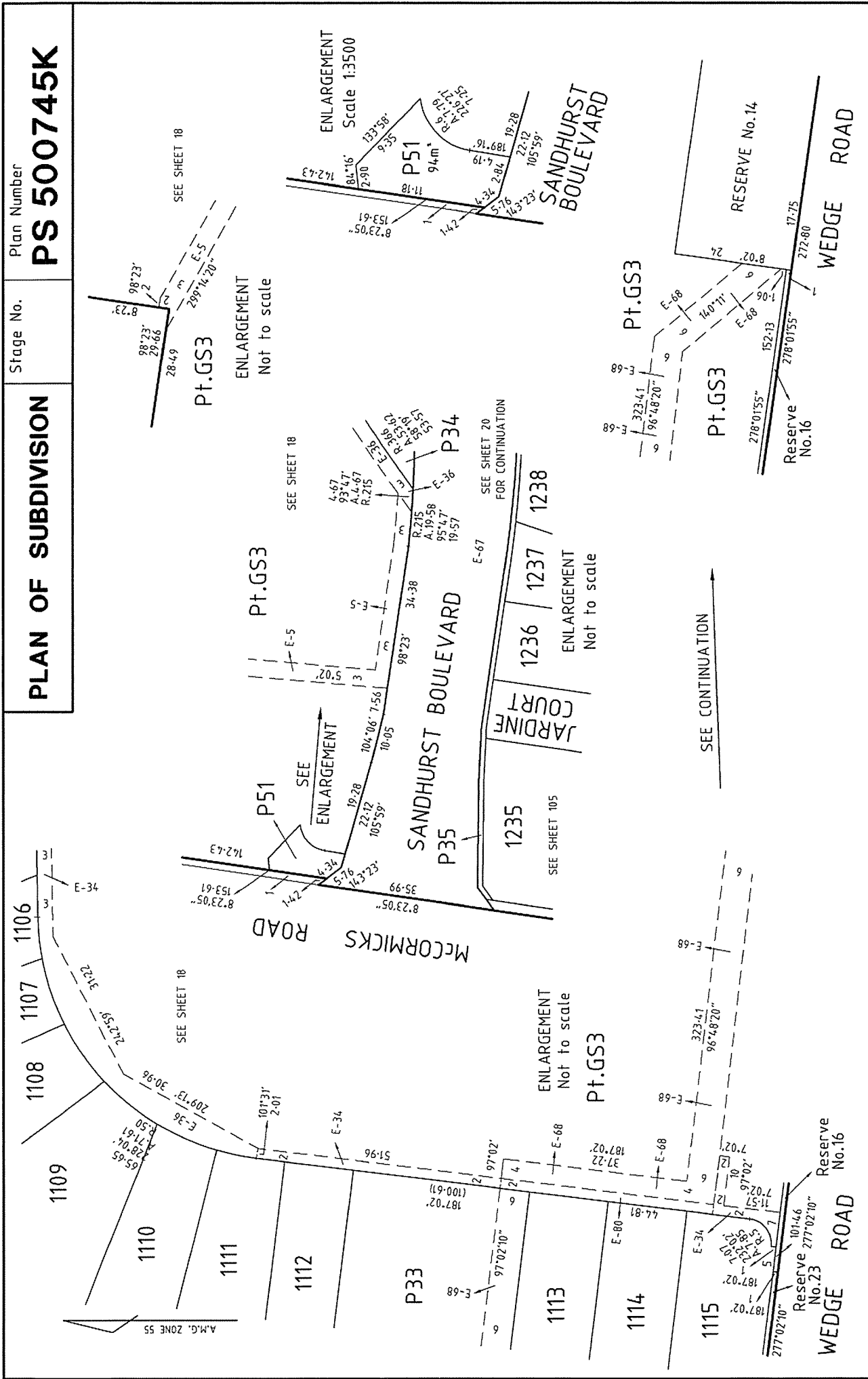
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(PRINT)
S1002 S10098 S10099 S10100 S09096
SIGNATURE DATE / /
S08092 S09068 S09143 S09095 S09157 S10025 S10026 S10027 S10028
REFERENCE S07137 1.10.2008 VERSION 6



ORIGINAL SCALE SHEET SIZE
1:3500 A3

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SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 123 888 326 ABN 53 123 888 326

0	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150mm
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Plan Number
PS 500745K

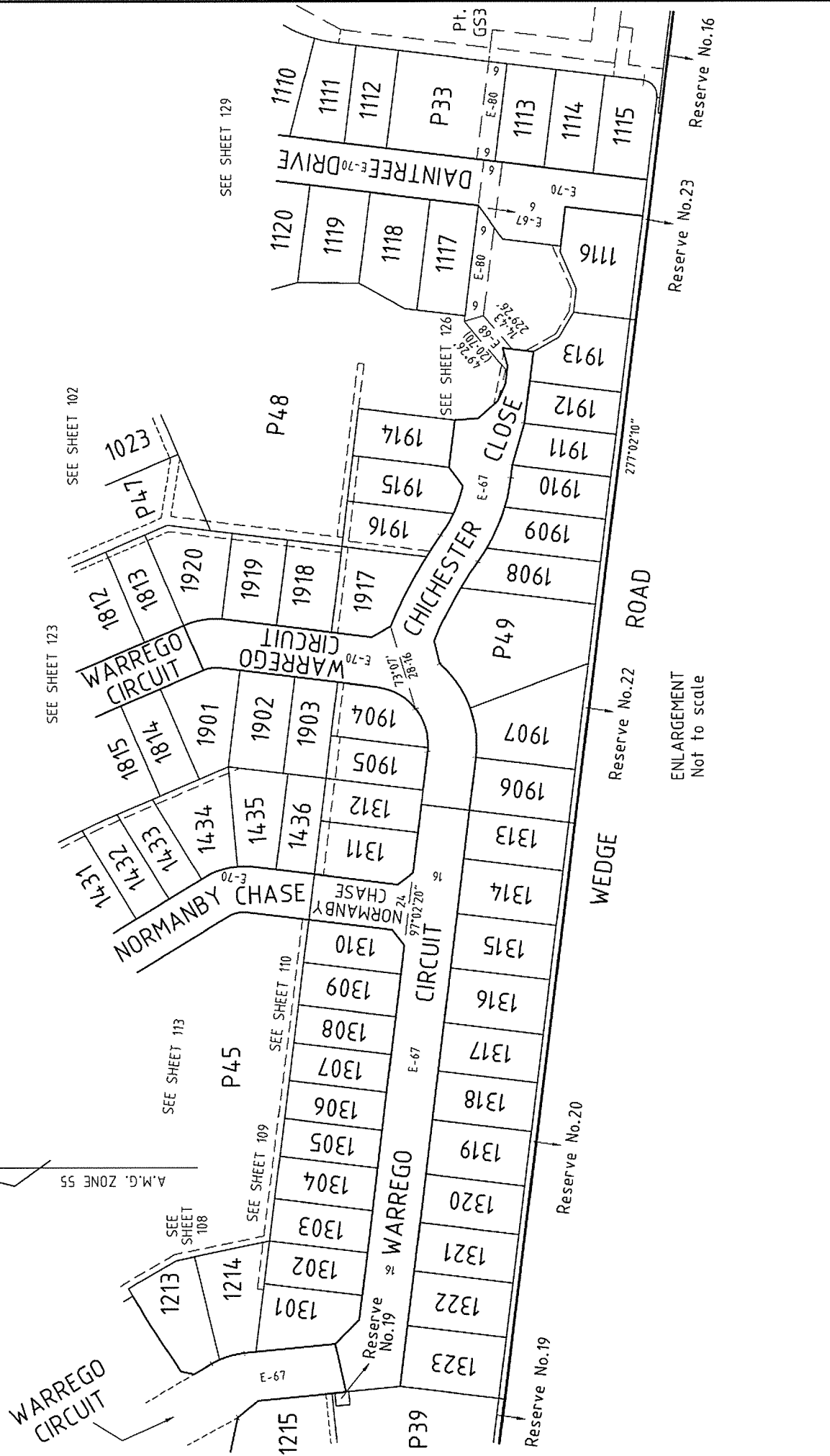
Stage No.

PLAN OF SUBDIVISION

<p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>Sheet 19</p>	<p>LICENSED SURVEYOR (PRINT)</p> <p>S10100 S09096</p> <p>SIGNATURE</p> <p>S09095 S09157 S10025 S10026 S10027 S10028 S1002 S10098 S10099</p> <p>REFERENCE S0914.3 2.08.2010 VERSION 2</p>	<p>SCALE</p> <p>NOT TO SCALE</p> <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SCALE</p> <p>SHEET SIZE</p> <p>A3</p> <p>N.T.S.</p>	<p>Paroissien Grant & Associates Pty. Ltd.</p> <p>CONSULTING ENGINEERS AND SURVEYORS</p> <p>SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104</p> <p>Phone: 9859 6400 Facsimile: 9859 5022</p> <p>ACN 123 888 326 ABN 53 123 888 326</p>
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PLAN OF SUBDIVISION

Plan Number
PS 500745K



<p>LICENSED SURVEYOR (PRINT) S10099 S10100 S09096</p> <p>SIGNATURE S09095 S09157 S10025 S10026 S10027 S10028 S11002 S10098 REFERENCE S09143 2.08.2010</p> <p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>Sheet 20</p>	<p>SCALE</p> <p>-----</p> <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SCALE</p> <p>SHEET SIZE</p> <p>A3</p> <p>N.T.S.</p>	<p>Parioisien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 431 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 123 888 326 ABN 53 123 888 326</p>
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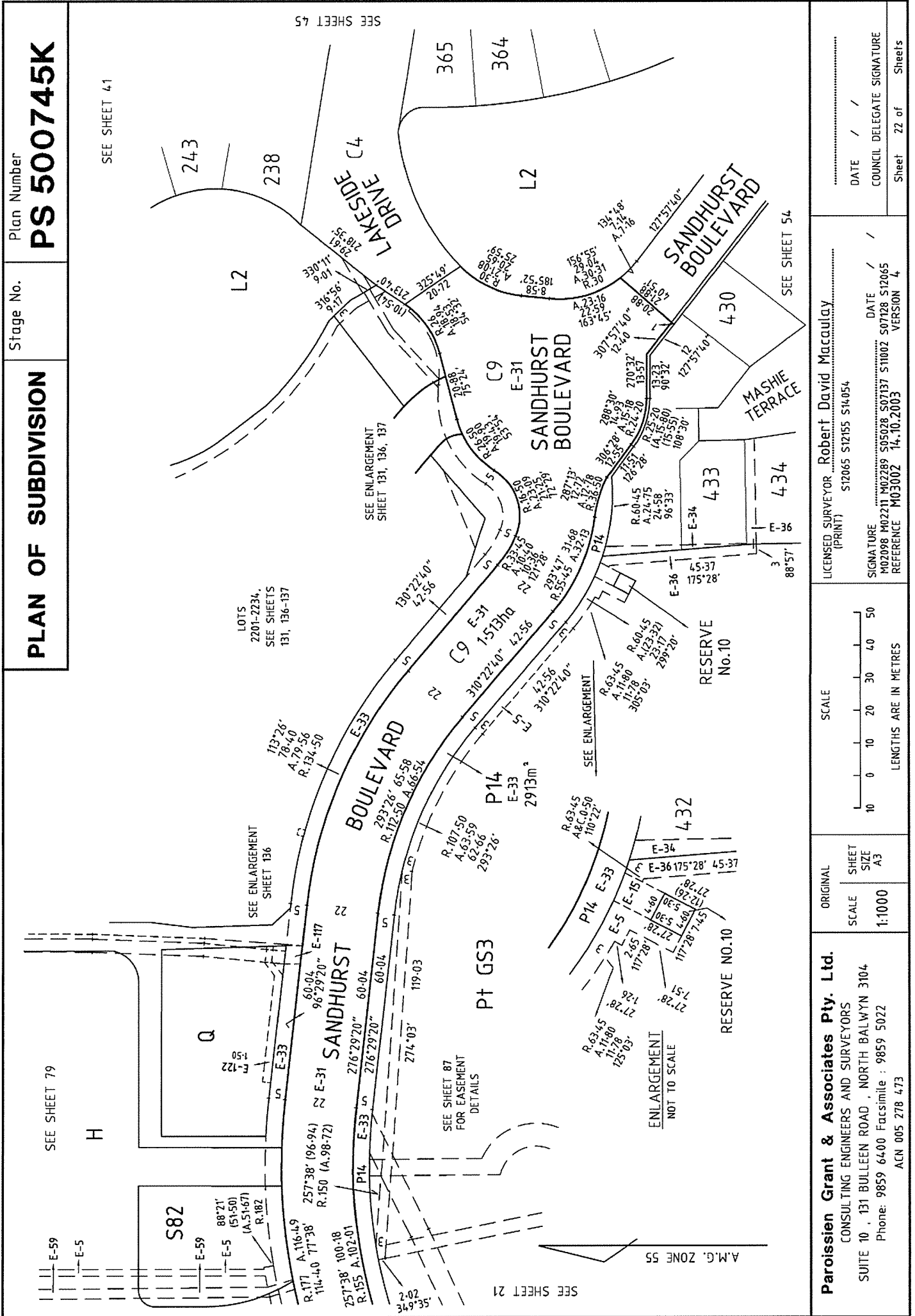
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Not to scale

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K



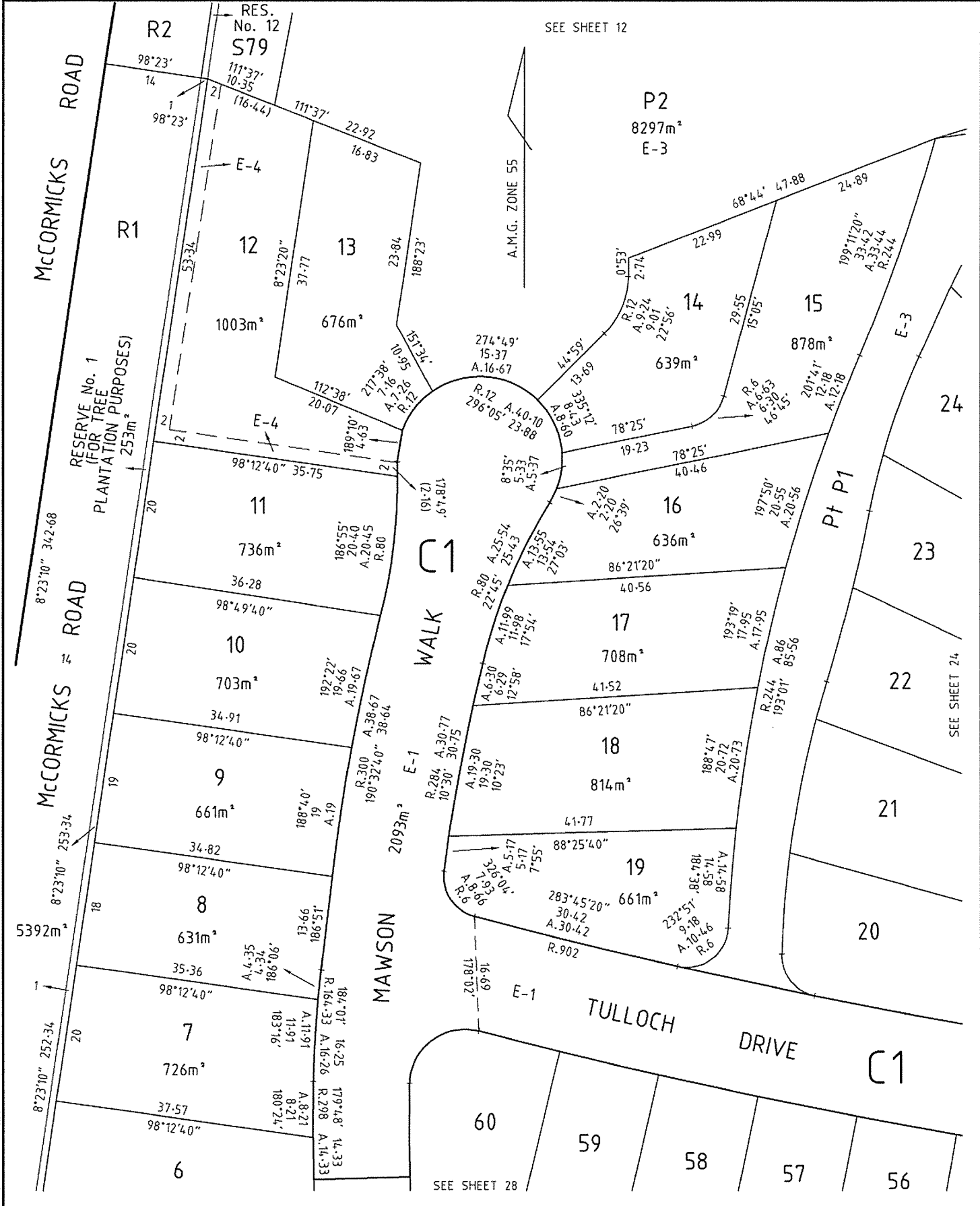
Parrissien Grant & Associates Pty. Ltd.
 CONSULTING ENGINEERS AND SURVEYORS
 SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104
 Phone: 9859 6400 Facsimile : 9859 5022
 ACN 005 278 473

ORIGINAL SCALE SHEET SIZE A3
 1:1000
 LENGTHS ARE IN METRES
 SCALE 10 0 10 20 30 40 50

LICENSED SURVEYOR Robert David Macaulay
 (PRINT) S12065 S12155 S14054
 SIGNATURE M02098 M02211 M02289 S05078 S07137 S11002 S07128 S12065
 REFERENCE M03002 14.10.2003
 DATE / /
 COUNCIL DELEGATE SIGNATURE
 Sheet 22 of Sheets

DATE / /
 COUNCIL DELEGATE SIGNATURE
 Sheet 22 of Sheets

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 005 278 473	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 500745K
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ORIGINAL SCALE 1:500	SCALE LENGTHS ARE IN METRES	LICENSED SURVEYOR Robert David Macaulay (PRINT) SIGNATURE _____ DATE / / M01210 M03002 M02211 S05028 S07128 REF. M01107 7.01.2003 VERSION 9	DATE / / COUNCIL DELEGATE SIGNATURE _____ Sheet 23 of Sheets
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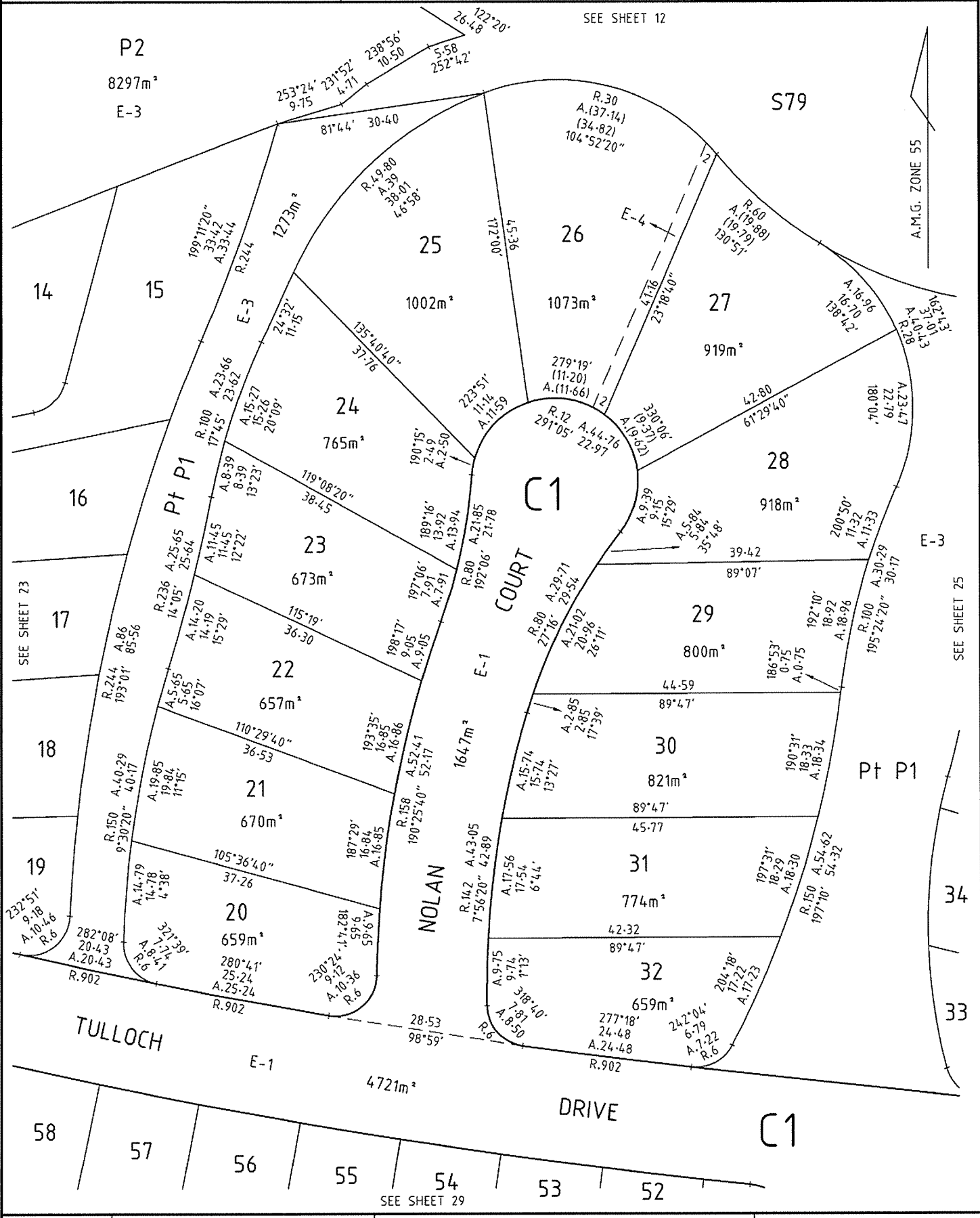
Paroissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104
Phone: 9859 6400 Facsimile : 9859 5022
ACN 005 278 473

PLAN OF SUBDIVISION

Stage No.

Plan Number

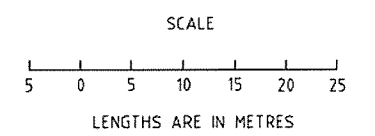
PS 500745K



ORIGINAL

SCALE

SCALE 1:500 SHEET SIZE A3



LICENSED SURVEYOR Robert David Macaulay

(PRINT)

SIGNATURE DATE / /

M03002 M02211 S05028 S07128

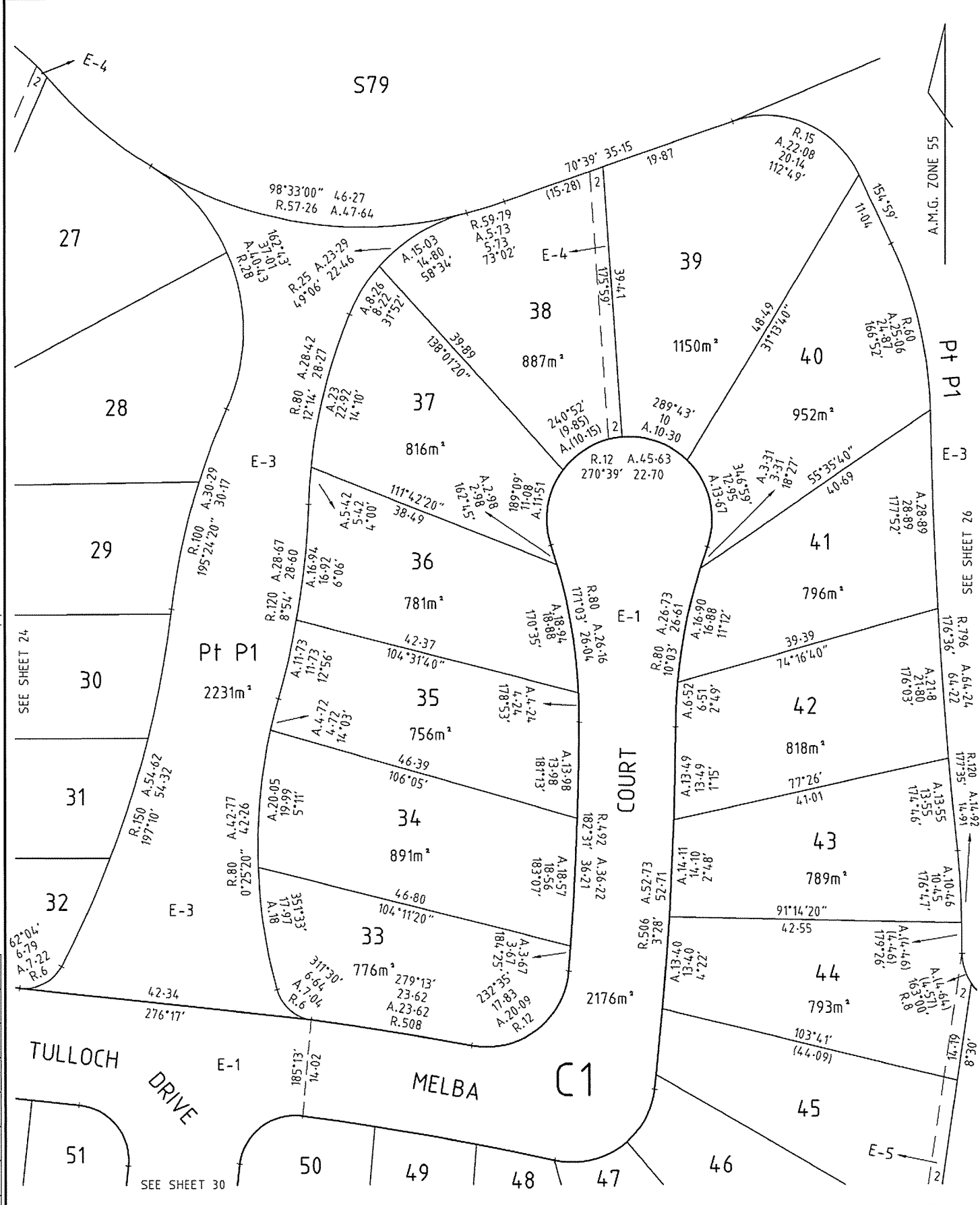
REF. M01107 7.01.2003 VERSION 9

DATE / /

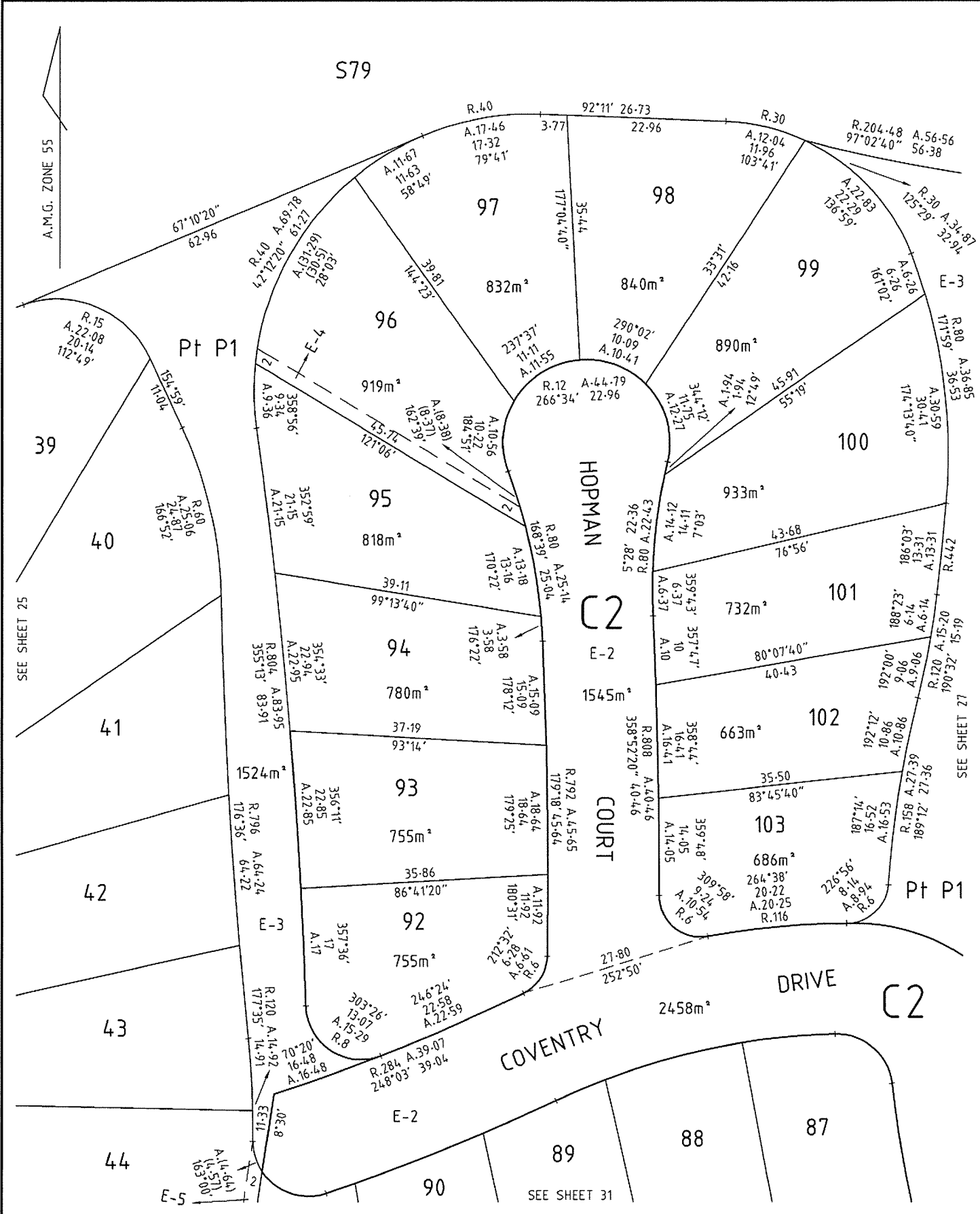
COUNCIL DELEGATE SIGNATURE

Sheet 24 of Sheets

Peroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 005 278 473	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 500745K
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ORIGINAL SCALE 1:500	SCALE LENGTHS ARE IN METRES	LICENSED SURVEYOR <u>Robert David Macaulay</u> (PRINT) SIGNATURE DATE / / M03002 M02211 S05028 S07128 REF. M01107 7.01.2003 VERSION 9	DATE / / COUNCIL DELEGATE SIGNATURE Sheet 25 of Sheets
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ORIGINAL	SCALE	LICENSED SURVEYOR <u>Robert David Macaulay</u>	DATE / /
SCALE 1:500	SHEET SIZE A3 5 0 5 10 15 20 25 LENGTHS ARE IN METRES	(PRINT) SIGNATURE DATE / / M03002 M02211 S05028 S07128 REF. M01107 7.01.2003 VERSION 9	DATE / / COUNCIL DELEGATE SIGNATURE Sheet 26 of Sheets

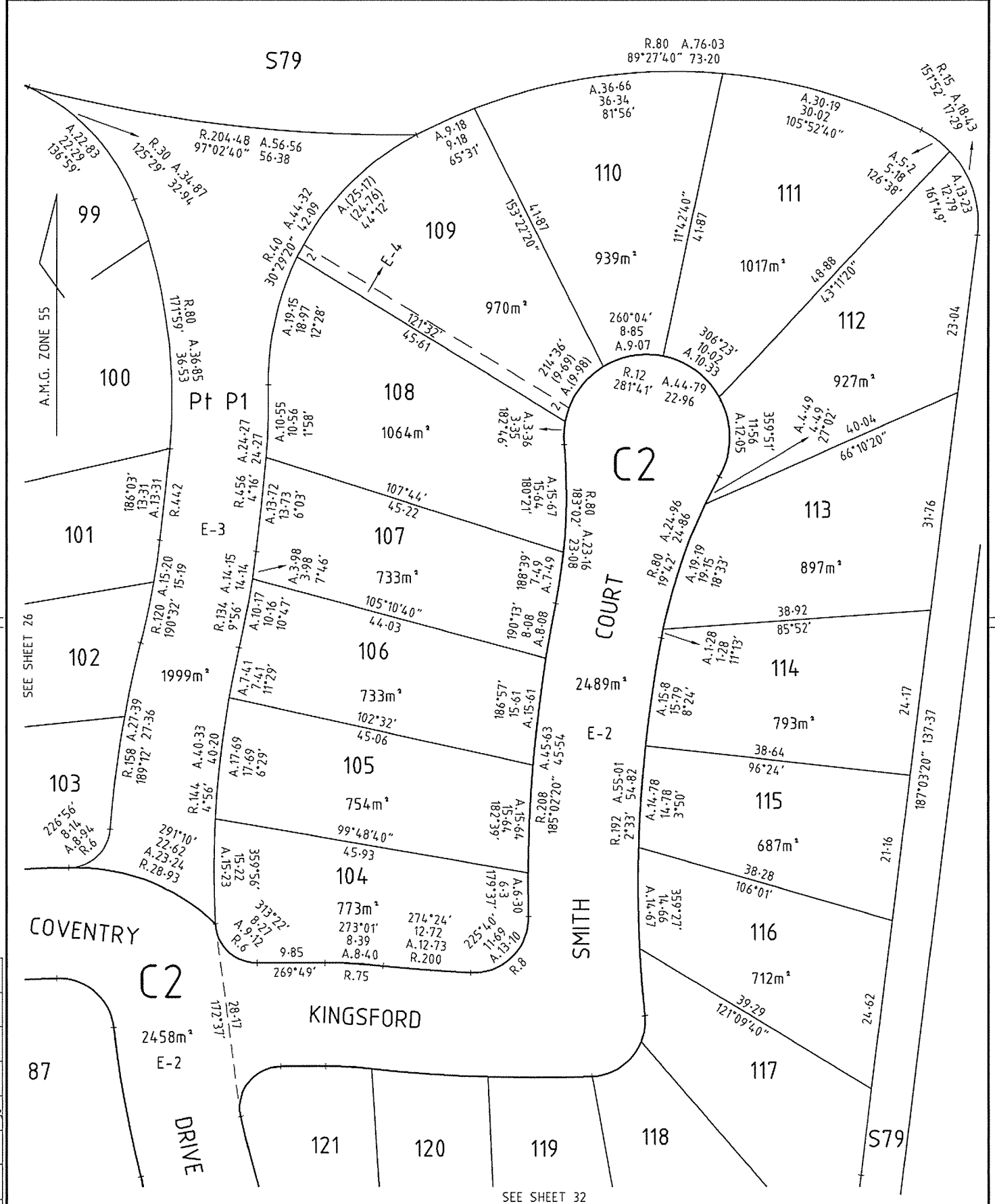
Paroissien Grant & Associates Pty. Ltd.
 CONSULTING ENGINEERS AND SURVEYORS
 SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
 Phone: 9859 6400 Facsimile: 9859 5022
 ACN 005 278 473

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K



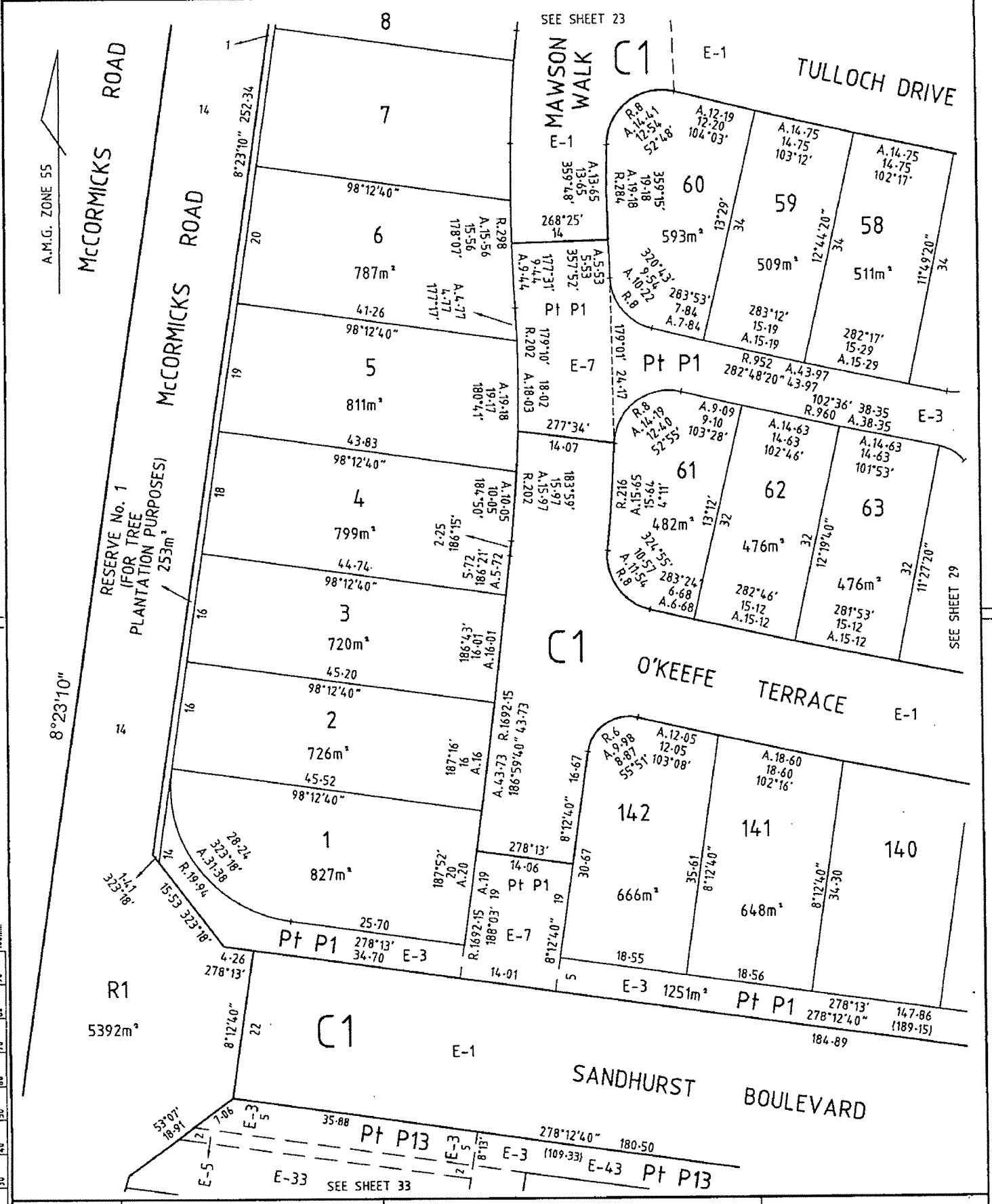
SEE SHEET 32

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1:500	A3	LENGTHS ARE IN METRES		SIGNATURE		COUNCIL DELEGATE SIGNATURE	
				M03002 M02211 S05028 S07128		Sheet 27 of Sheets	
				REF. M01107 7.01.2003		VERSION 9	

Parolssen Grant & Associates Pty. Ltd.
 CONSULTING ENGINEERS AND SURVEYORS
 SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
 Phone: 9859 6400 Facsimile: 9859 5022
 ACN 085 278 473

PLAN OF SUBDIVISION

Stage No. _____ Plan Number
PS 500745K



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

LICENSED SURVEYOR Robert David Macaulay (PRINT)
 SIGNATURE _____ DATE / /
 M01210, M03002, M02211, M03001
 REF. M01107 7.01.2003 VERSION 9

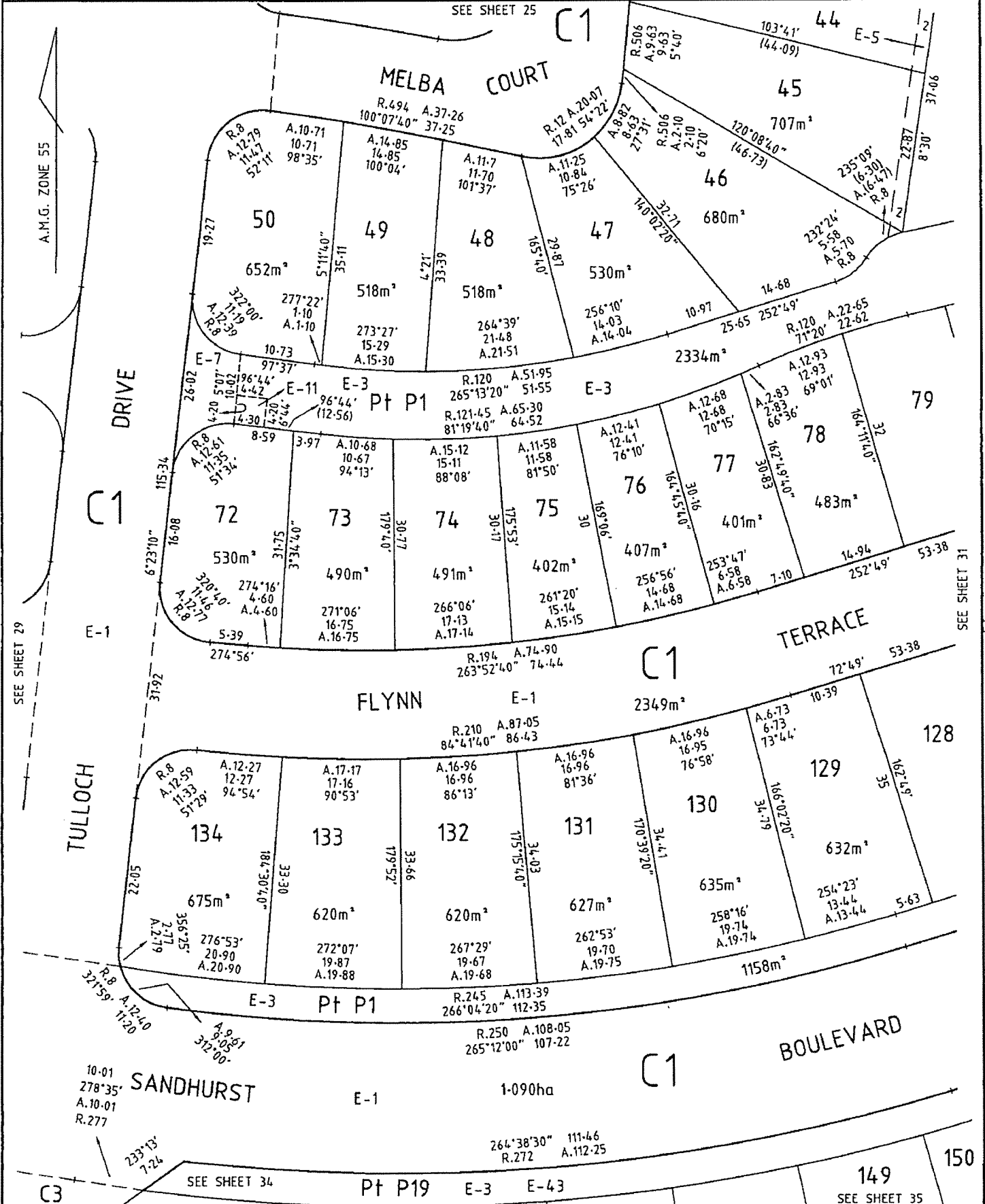
DATE / /
 COUNCIL DELEGATE SIGNATURE
 Sheet 28

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 005 278 473	<h2 style="margin: 0;">PLAN OF SUBDIVISION</h2>	Stage No.	Plan Number <h3 style="margin: 0;">PS 500745K</h3>
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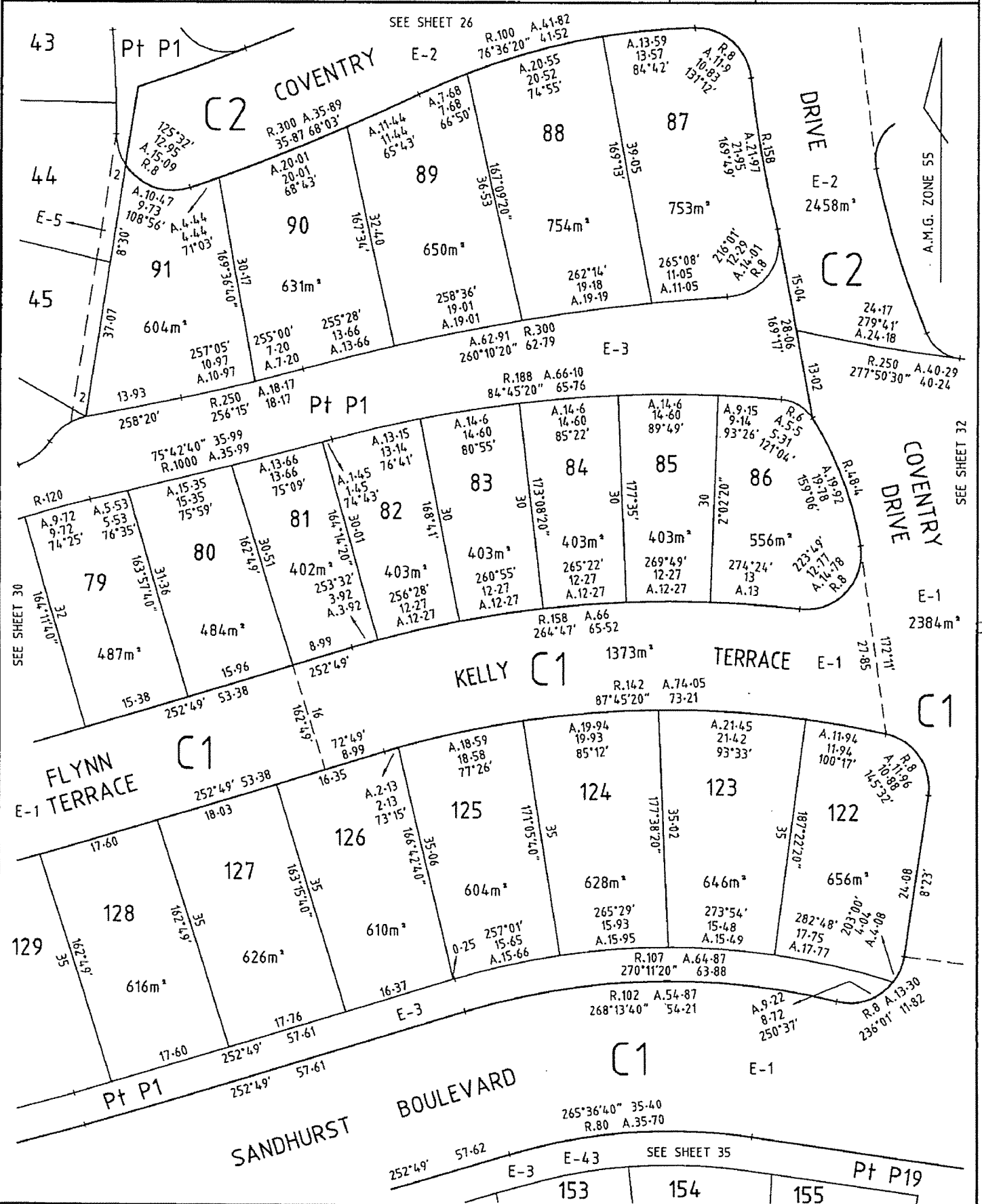
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SCALE 1:500	SHEET SIZE A3 LENGTHS ARE IN METRES	SIGNATURE	DATE / /
		M01210, M03002, M02211, M03001, M03055 S06044 REF. M01107 7.01.2003 VERSION 9	COUNCIL DELEGATE SIGNATURE
			Sheet 29

Parolssien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 005 278 473	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 500745K
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ORIGINAL SCALE 1:500	SHEET SIZE A3	SCALE LENGTHS ARE IN METRES	LICENSED SURVEYOR Robert David Macaulay (PRINT) SIGNATURE _____ DATE / / M01210, M02211, M03001 REF. M01107 7.01.2003 VERSION 9	DATE / / COUNCIL DELEGATE SIGNATURE _____ Sheet 30
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Parolsen Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 005 278 473	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 500745K
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100mm
90
80
70
60
50
40
30
20
10

ORIGINAL	SCALE	LICENSED SURVEYOR Robert David Macaulay (PRINT)	DATE / /
SCALE 1:500	SHEET SIZE A3	SIGNATURE M01210, M02211, M03001 REF. M01107	DATE / /
LENGTHS ARE IN METRES		VERSION 9	COUNCIL DELEGATE SIGNATURE
Sheet 31			

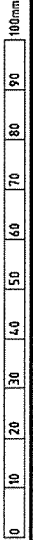
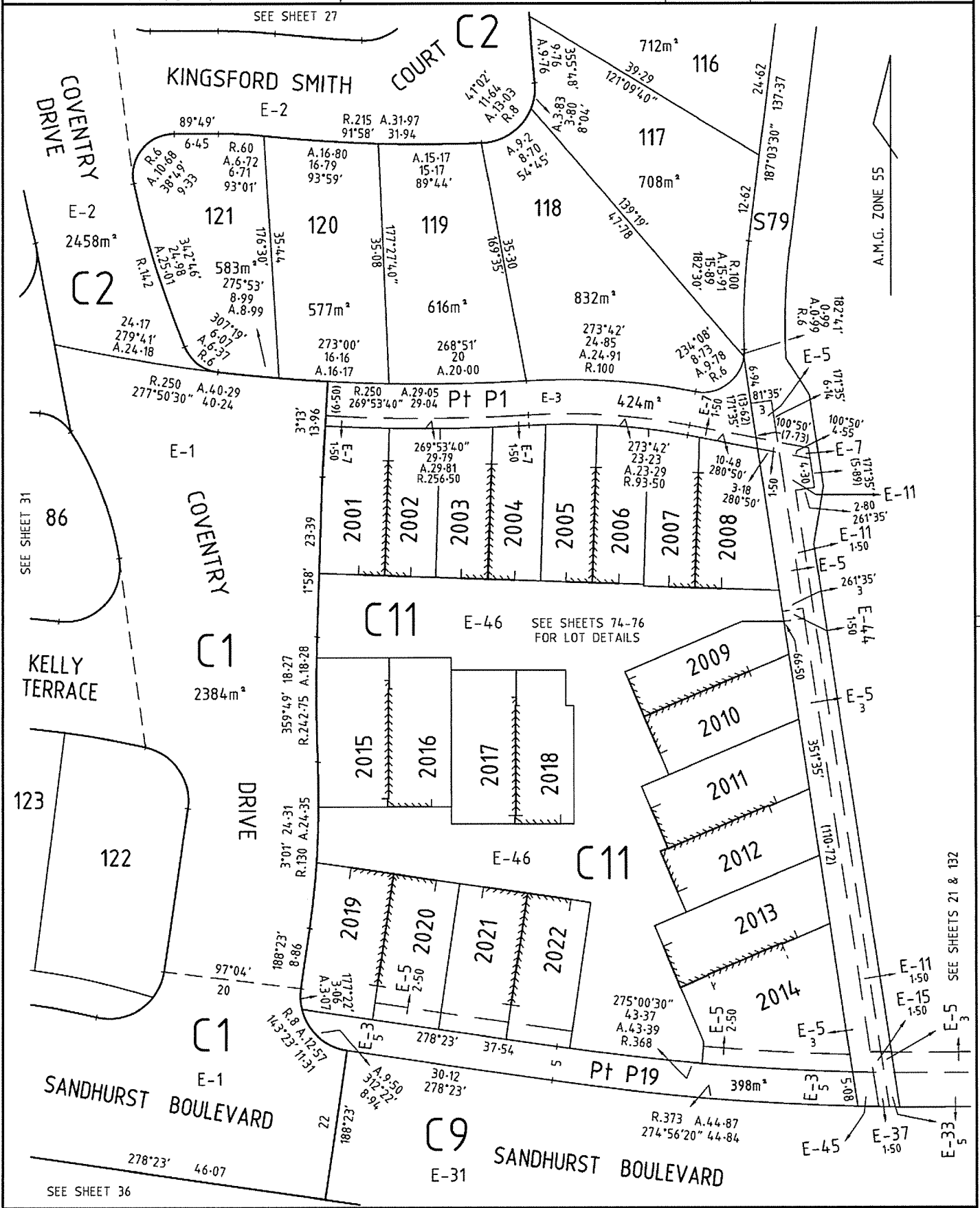
Paroissien Grant & Associates Pty. Ltd.
 CONSULTING ENGINEERS AND SURVEYORS
 SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104
 Phone: 9859 6400 Facsimile : 9859 5022
 ACN 005 278 473

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K



ORIGINAL SCALE

SCALE

SCALE 1:500 SHEET SIZE A3

5 0 5 10 15 20 25

LENGTHS ARE IN METRES

LICENSED SURVEYOR Robert David Macaulay (PRINT)

SIGNATURE DATE

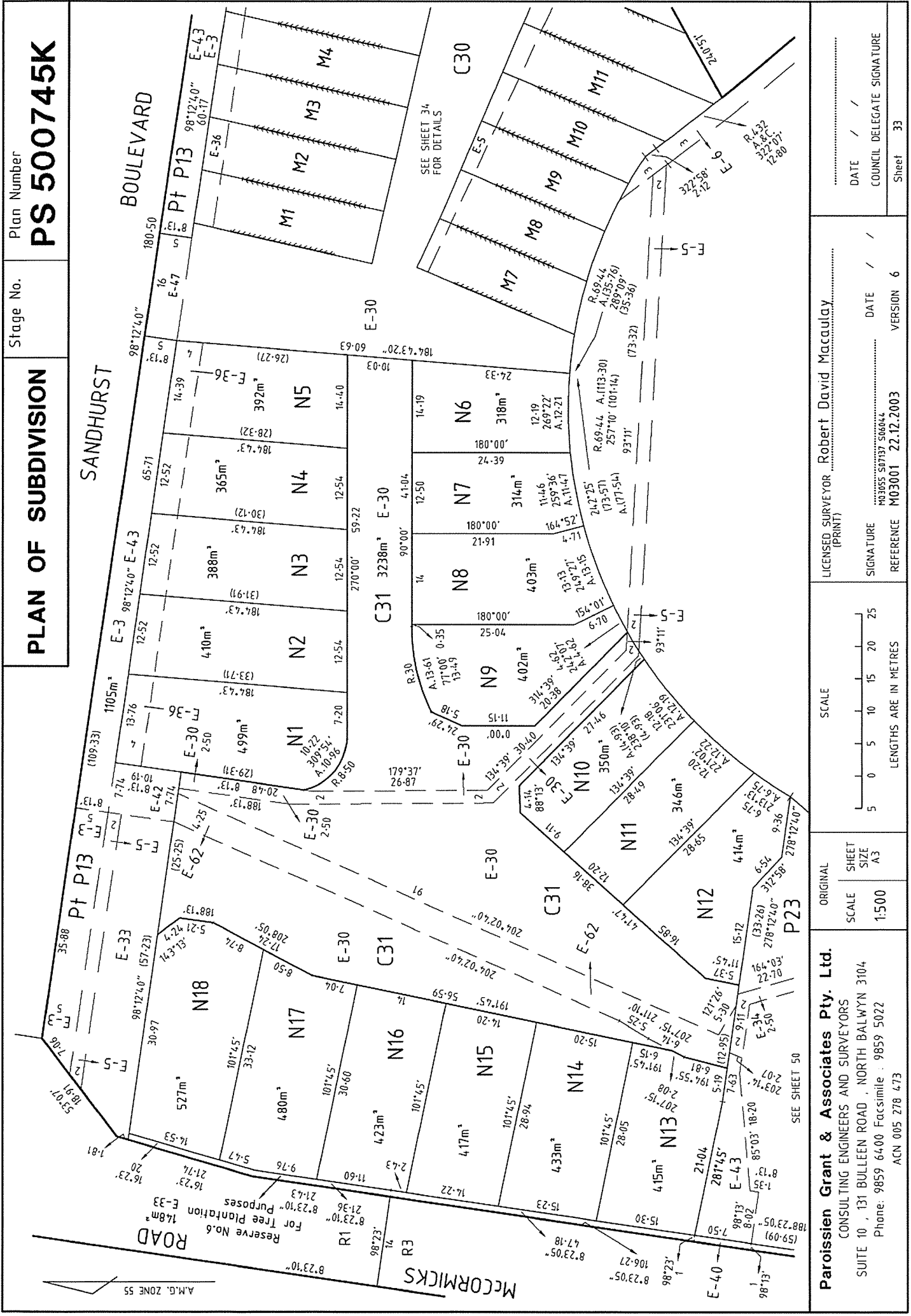
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REF. M01107 7.01.2003 VERSION 9

DATE / /

COUNCIL DELEGATE SIGNATURE

Sheet 32 of Sheets

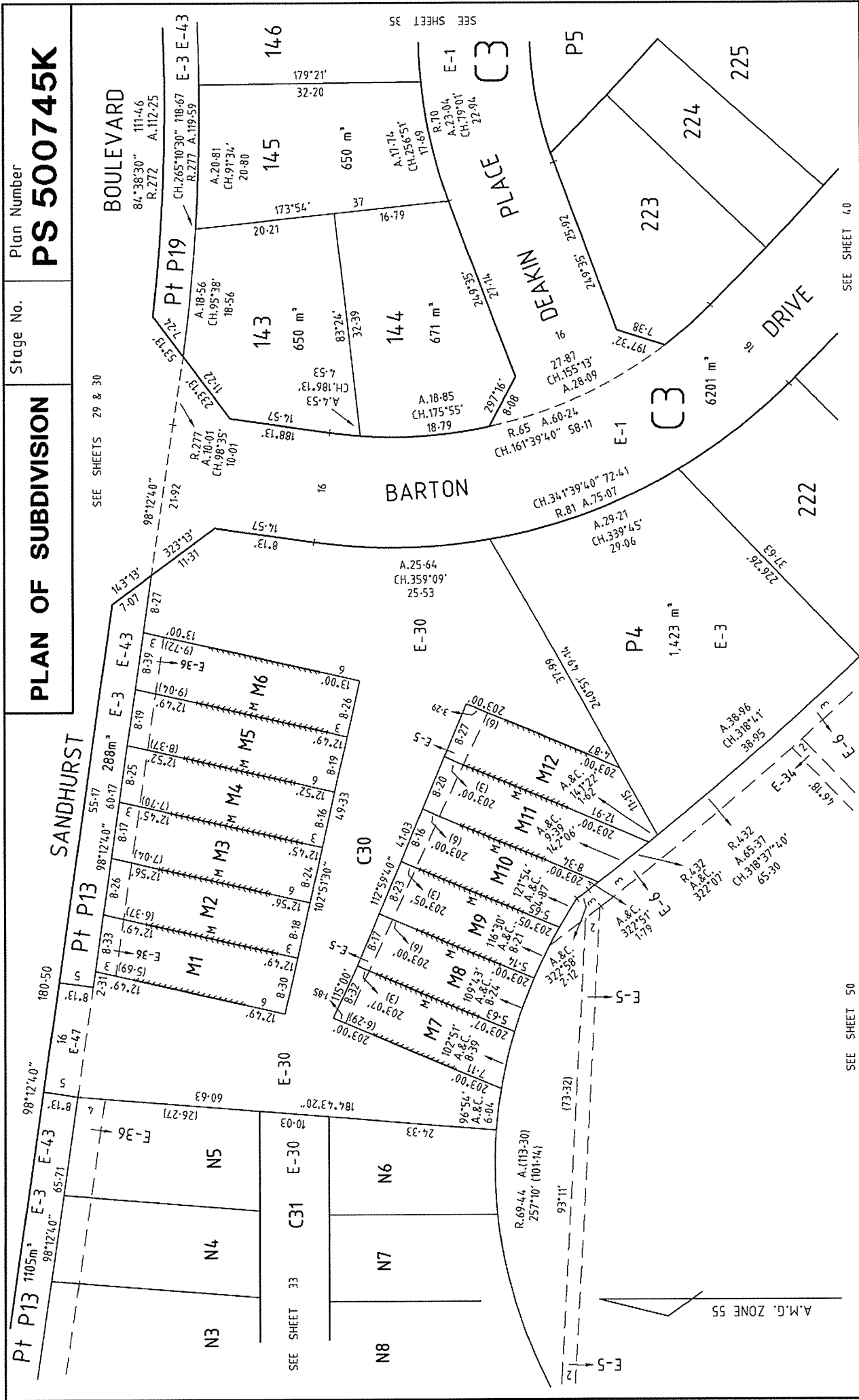


PLAN OF SUBDIVISION

Stage No. **PS 500745K**

Plan Number **PS 500745K**

<p>Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 005 278 473</p>		<p>ORIGINAL SCALE 1:500 SHEET SIZE A3</p>	<p>SCALE 5 0 5 10 15 20 25 LENGTHS ARE IN METRES</p>	<p>LICENSED SURVEYOR Robert David Macaulay (PRINT)</p>	<p>SIGNATURE ROBERT DAVID MACAULAY REFERENCE M03001 22.12.2003</p>	<p>DATE / / COUNCIL DELEGATE SIGNATURE</p>
<p>Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 005 278 473</p>		<p>ORIGINAL SCALE 1:500 SHEET SIZE A3</p>	<p>SCALE 5 0 5 10 15 20 25 LENGTHS ARE IN METRES</p>	<p>LICENSED SURVEYOR Robert David Macaulay (PRINT)</p>	<p>SIGNATURE ROBERT DAVID MACAULAY REFERENCE M03001 22.12.2003</p>	<p>DATE / / COUNCIL DELEGATE SIGNATURE</p>



PLAN OF SUBDIVISION

Stage No. **PS 500745K**

Plan Number

SEE SHEETS 29 & 30

SEE SHEET 35

SEE SHEET 40

SEE SHEET 50

SEE SHEET 55

SEE SHEET 33

SEE SHEET 34

DATE / /

COUNCIL DELEGATE SIGNATURE

Sheet 34

LICENSED SURVEYOR Robert David Maccaulay

SIGNATURE M03002, M02211, M03001, M03055, S06044

REFERENCE M01210 15.01.2003

VERSION 7

DATE / /

COUNCIL DELEGATE SIGNATURE

Sheet 34

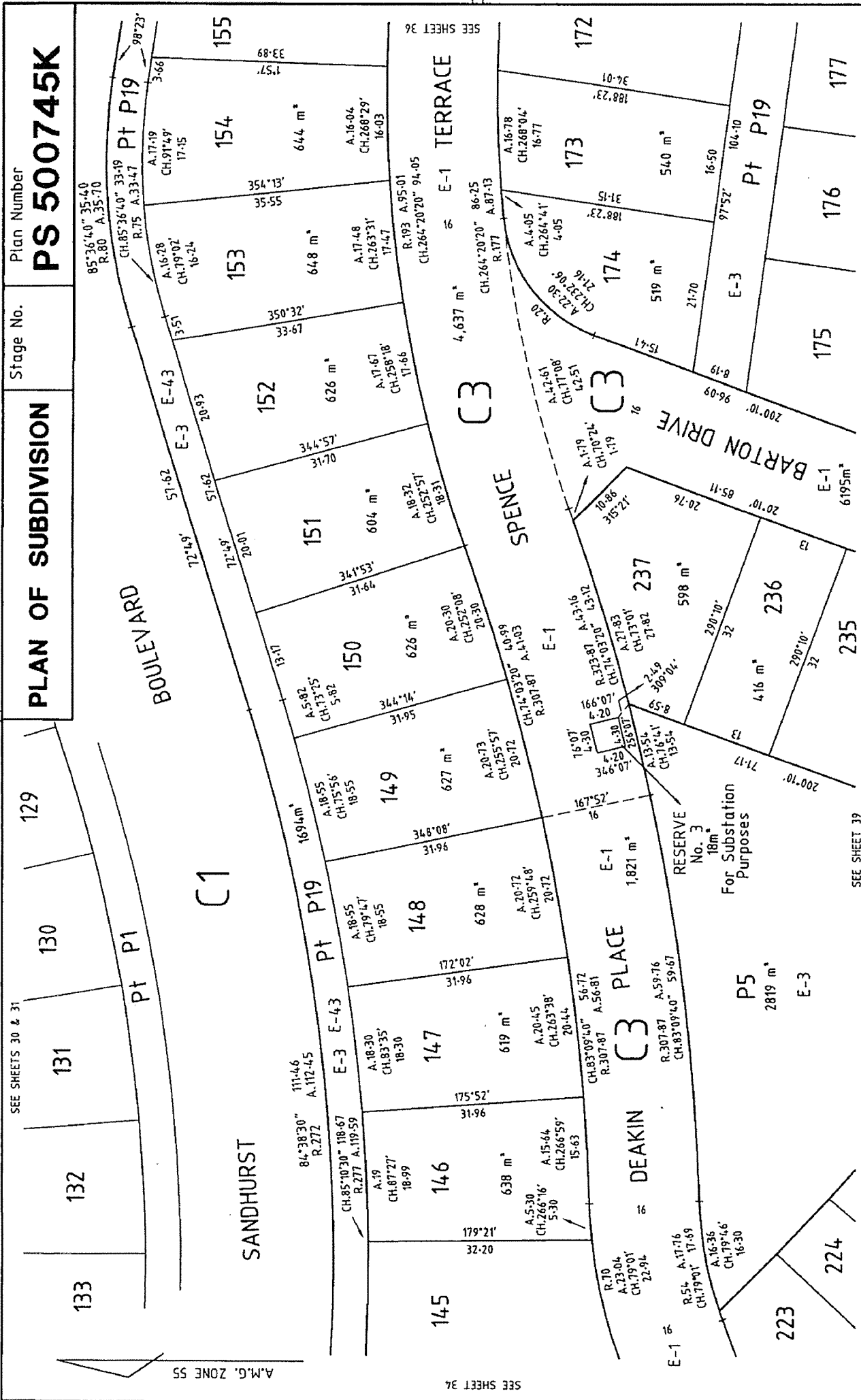
SCALE

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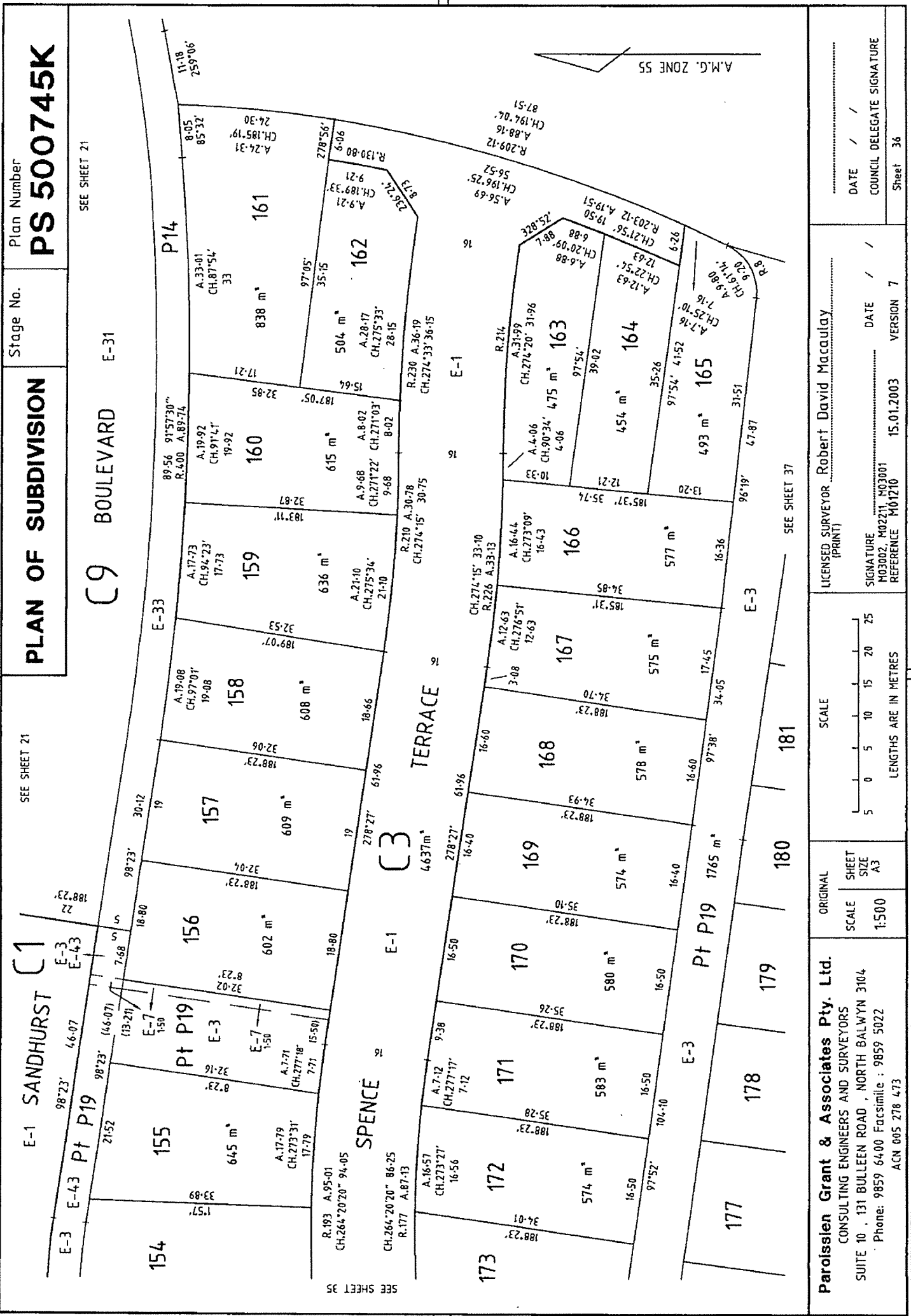
LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE 1:500 A3

Paroissien Grant & Associates Pty. Ltd.
 CONSULTING ENGINEERS AND SURVEYORS
 SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
 Phone: 9859 6400 Facsimile: 9859 5022
 ACN 005 278 473



Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 005 278 473	ORIGINAL SCALE 1:500 SHEET SIZE A3	SCALE 0 5 10 15 20 25 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) Robert David Macaulay	DATE / / COUNCIL DELEGATE SIGNATURE
	DATE / / COUNCIL DELEGATE SIGNATURE	SIGNATURE M0221, M03001 REFERENCE M01210	VERSION 7 DATE / / SHEET 35	SHEET 35



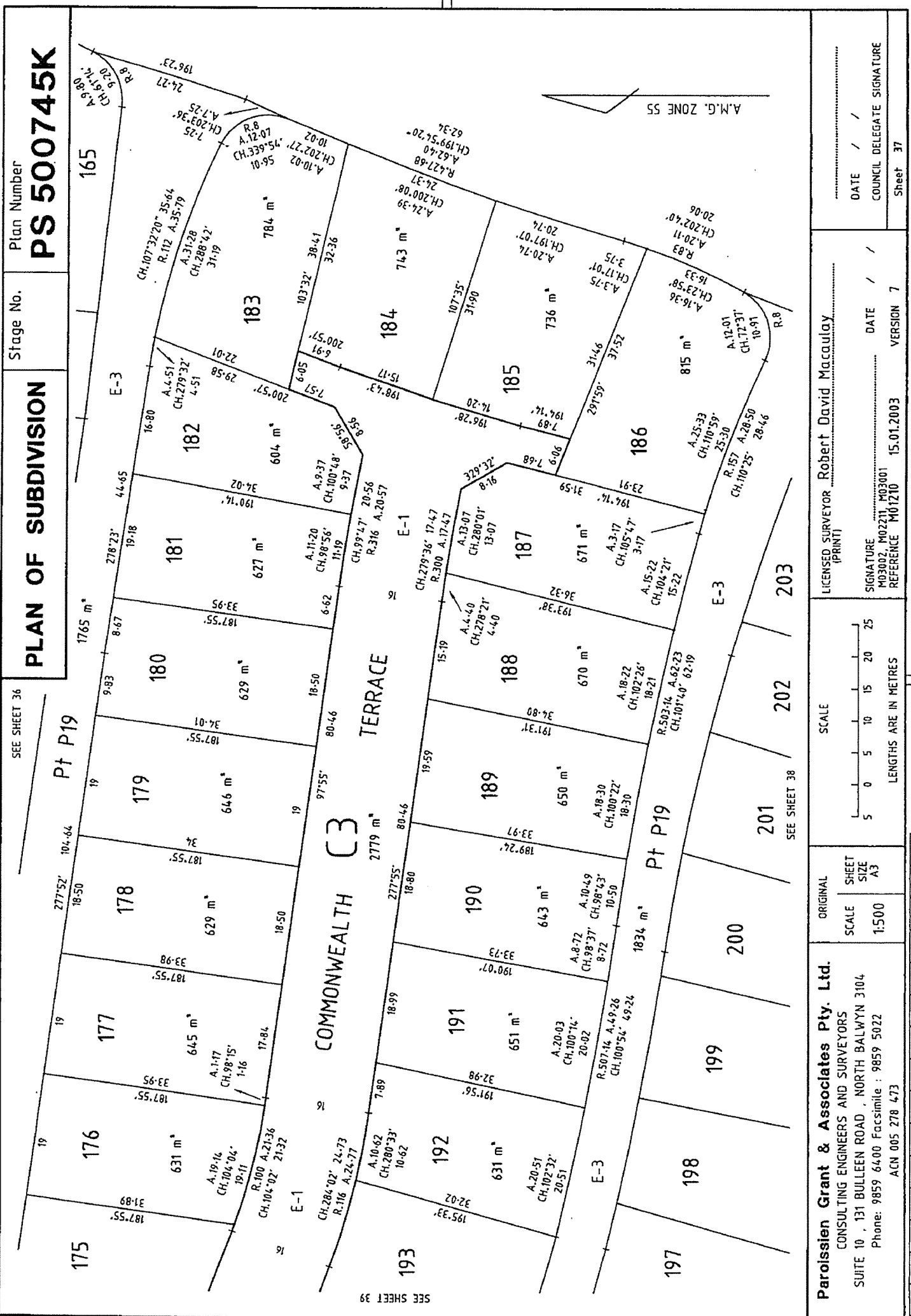
Plan Number
PS 500745K

Stage No.
PLAN OF SUBDIVISION

SEE SHEET 21
SEE SHEET 21
SEE SHEET 21

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 005 278 473		ORIGINAL SCALE 1:500 SHEET SIZE A3	SCALE 5 0 5 10 15 20 25 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) Robert David Macaulay	SIGNATURE M03002, M02211, M03001 REFERENCE M01210	DATE / / COUNCIL DELEGATE SIGNATURE DATE / / VERSION 7	SHEET 36
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Stage No. **PS 500745K**

Plan Number **PS 500745K**

PLAN OF SUBDIVISION

SEE SHEET 36

Pt P19

SEE SHEET 39

Paroissien Grant & Associates Pty. Ltd.
 CONSULTING ENGINEERS AND SURVEYORS
 SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
 Phone: 9859 6400 Facsimile: 9859 5022
 ACN 005 278 473

ORIGINAL SCALE 1:500 SHEET SIZE A3

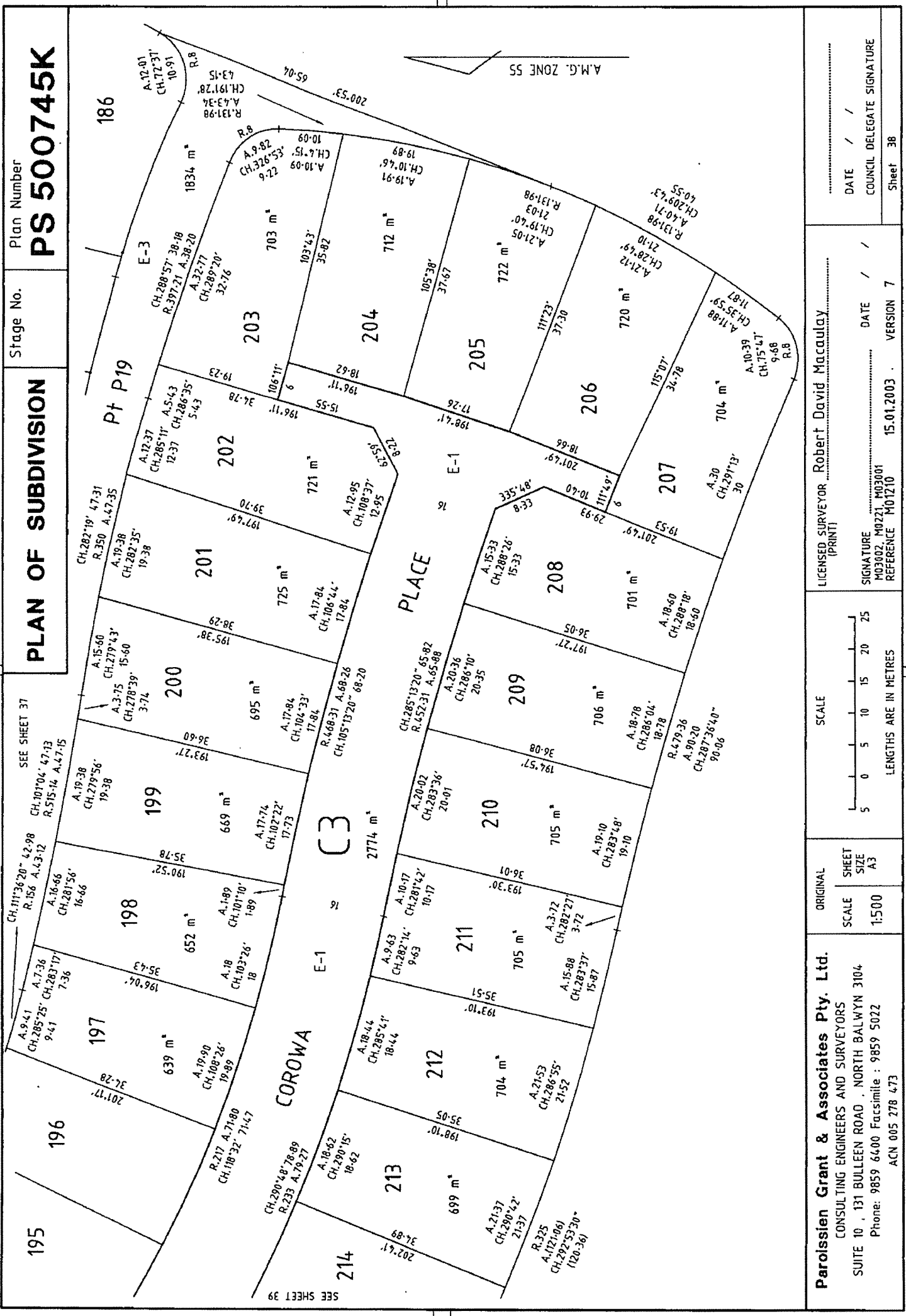
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LICENSED SURVEYOR (PRINT) **Robert David Macaulay**

SIGNATURE **MO3002, MO2211, MO3001** DATE / /
 REFERENCE **MUT210** VERSION **7**

DATE / / COUNCIL DELEGATE SIGNATURE

Sheet **37**



Plan Number
PS 500745K

Stage No.

PLAN OF SUBDIVISION

SEE SHEET 37

SEE SHEET 38

SEE SHEET 39

LICENSED SURVEYOR (PRINT)	DATE / /
Robert David Maccaulay	COUNCIL DELEGATE SIGNATURE

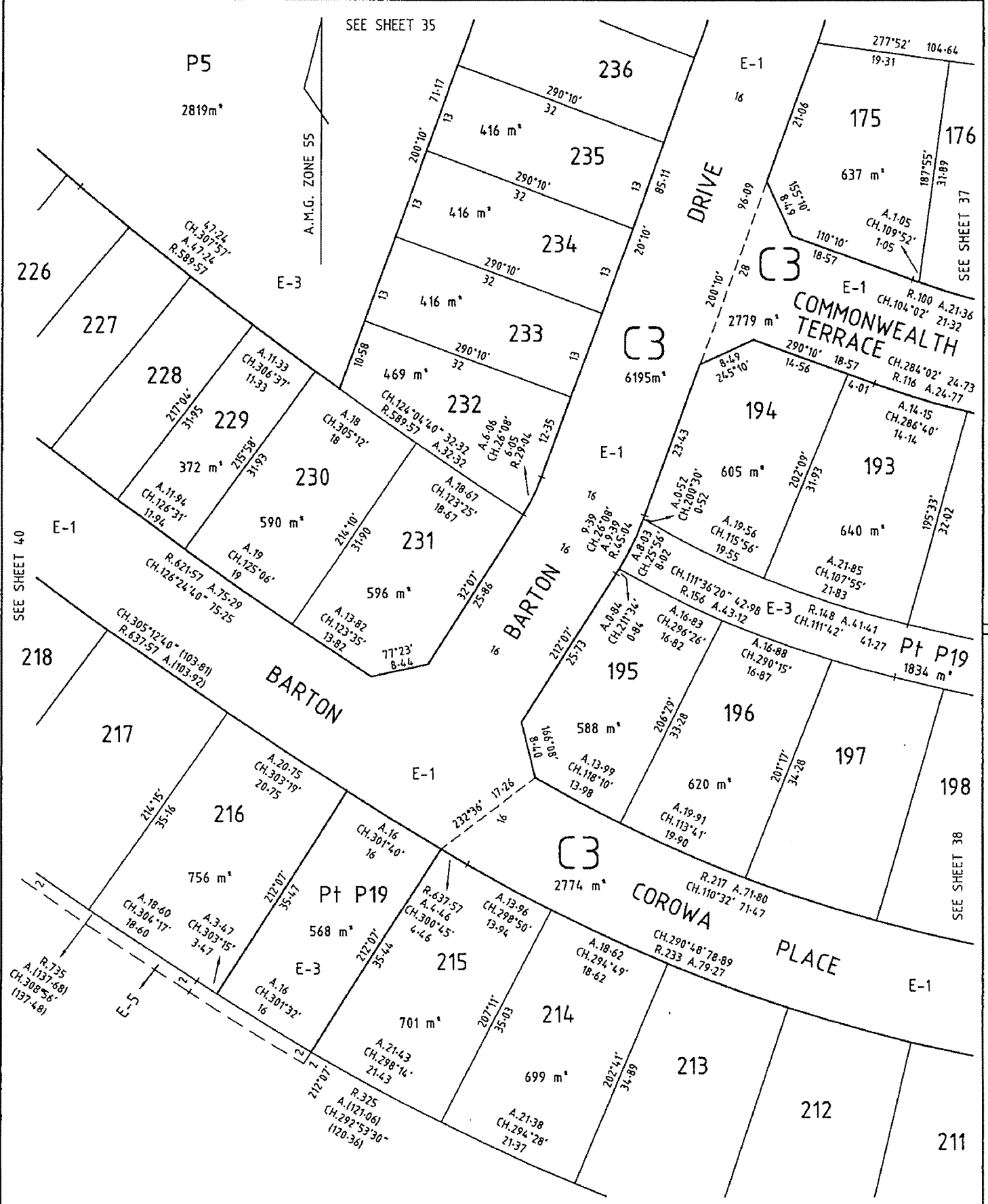
SIGNATURE	DATE / /
Robert David Maccaulay	VERSION 7
REFERENCE M01210	15.01.2003
M0221 M03001	
M03002	

SCALE	LENGTHS ARE IN METRES
0 5 10 15 20 25	

ORIGINAL	SHEET SIZE
1:500	A3

Parolissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 605 278 473

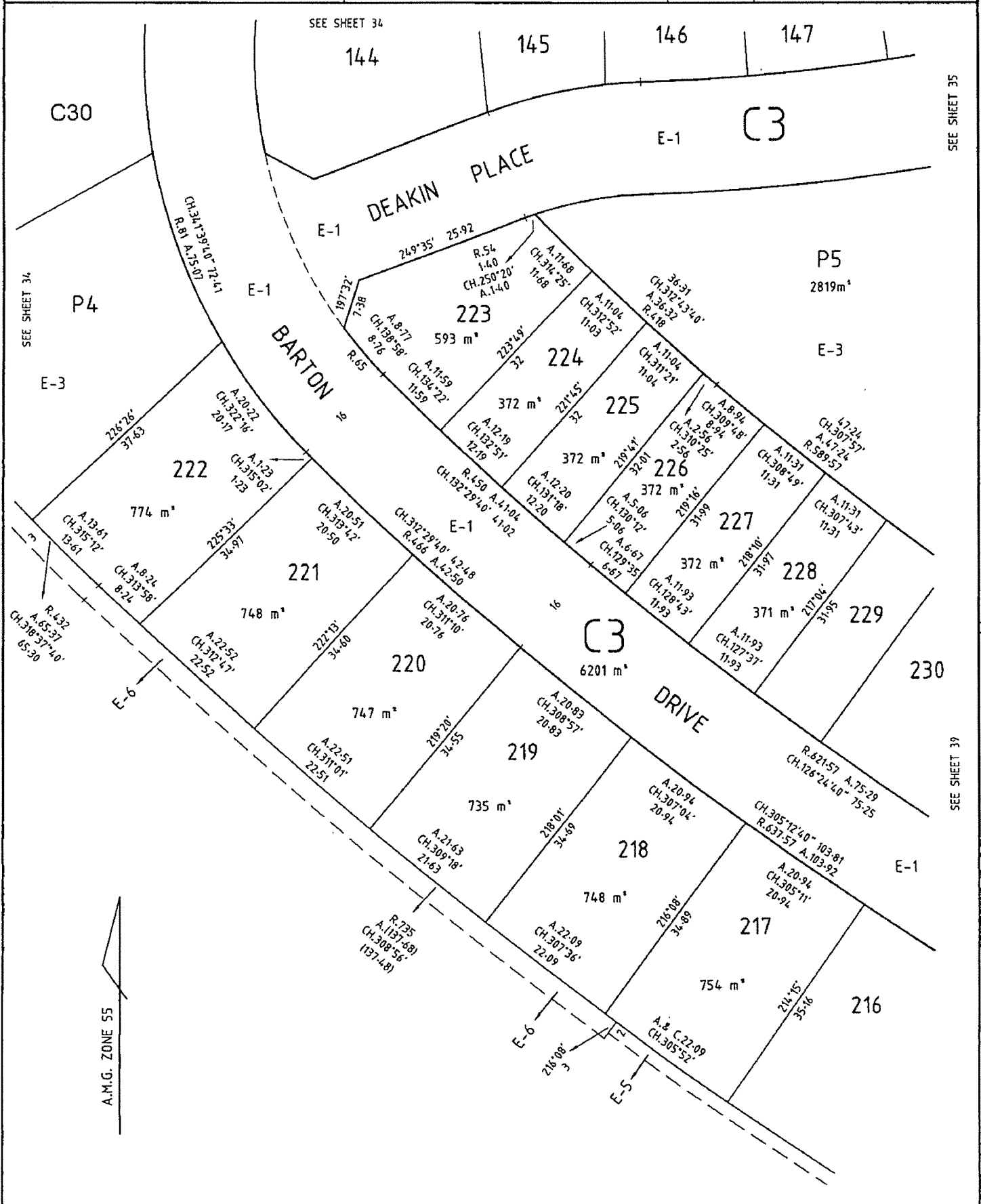
Paroslen Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 005 278 473	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 500745K
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ORIGINAL	SCALE	LICENSED SURVEYOR Robert David Macaulay (PRINT)	DATE / / COUNCIL DELEGATE SIGNATURE
SCALE 1:500	SHEET SIZE A3	SIGNATURE M03002, M02211, M03001 REF. M01210 15.01.2003	DATE / / COUNCIL DELEGATE SIGNATURE Sheet 39

100mm
 100
 80
 60
 40
 20

Parolsson Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 005 278 473	<h2 style="margin: 0;">PLAN OF SUBDIVISION</h2>	Stage No.	Plan Number <h1 style="margin: 0;">PS 500745K</h1>
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110mm
120
130
140
150
160
170
180
190

ORIGINAL	SCALE	LICENSED SURVEYOR <u>Robert David Macaulay</u>	DATE / /
SCALE 1:500	SHEET SIZE A3	SIGNATURE	DATE / /
<p style="text-align: center;">LENGTHS ARE IN METRES</p>		REF. M01210 15.01.2003	VERSION 7
COUNCIL DELEGATE SIGNATURE			Sheet 40

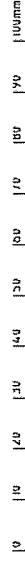
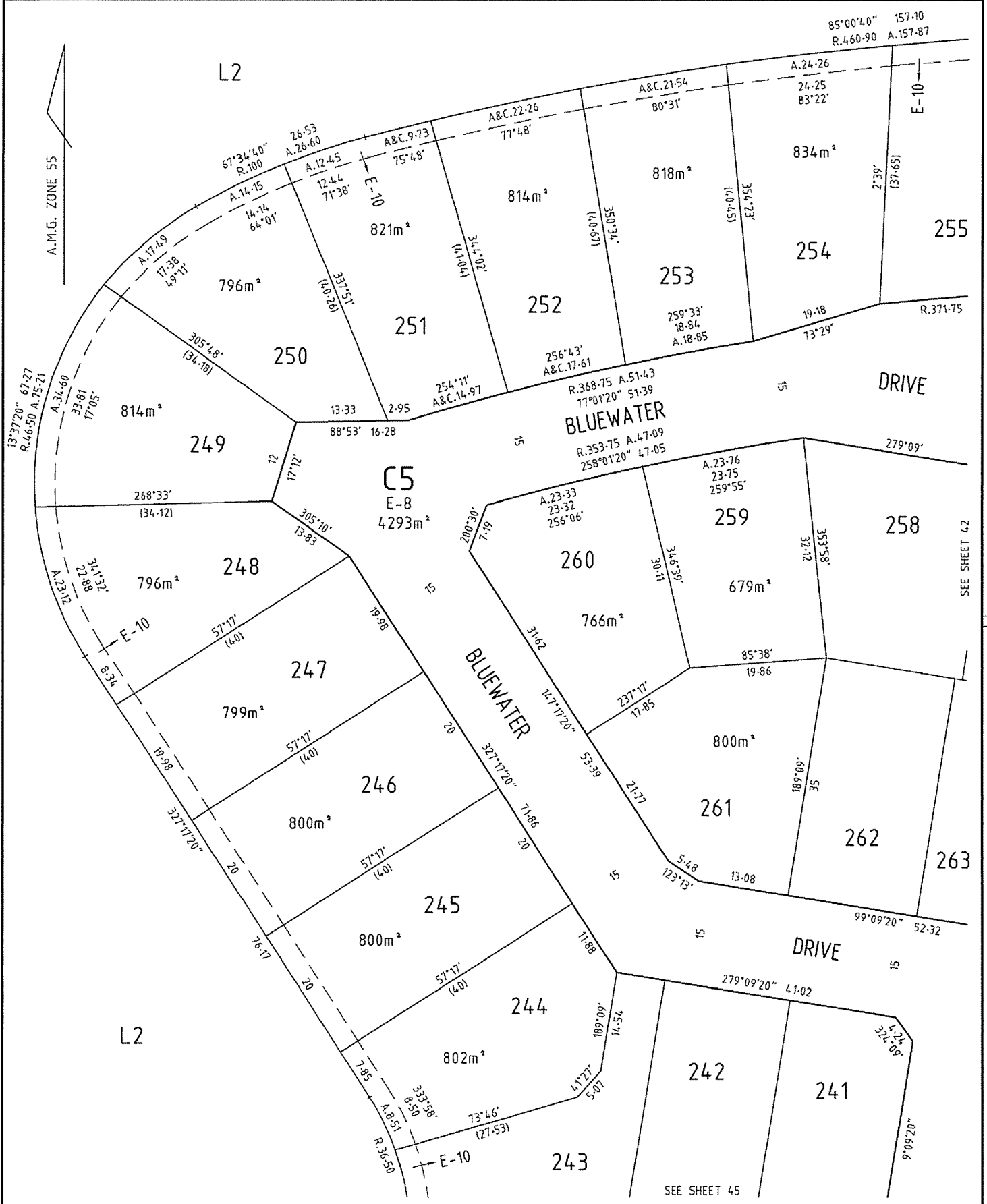
Paroissien Grant & Associates Pty. Ltd.
 CONSULTING ENGINEERS AND SURVEYORS
 SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104
 Phone: 9859 6400 Facsimile : 9859 5022
 ACN 005 278 473

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K

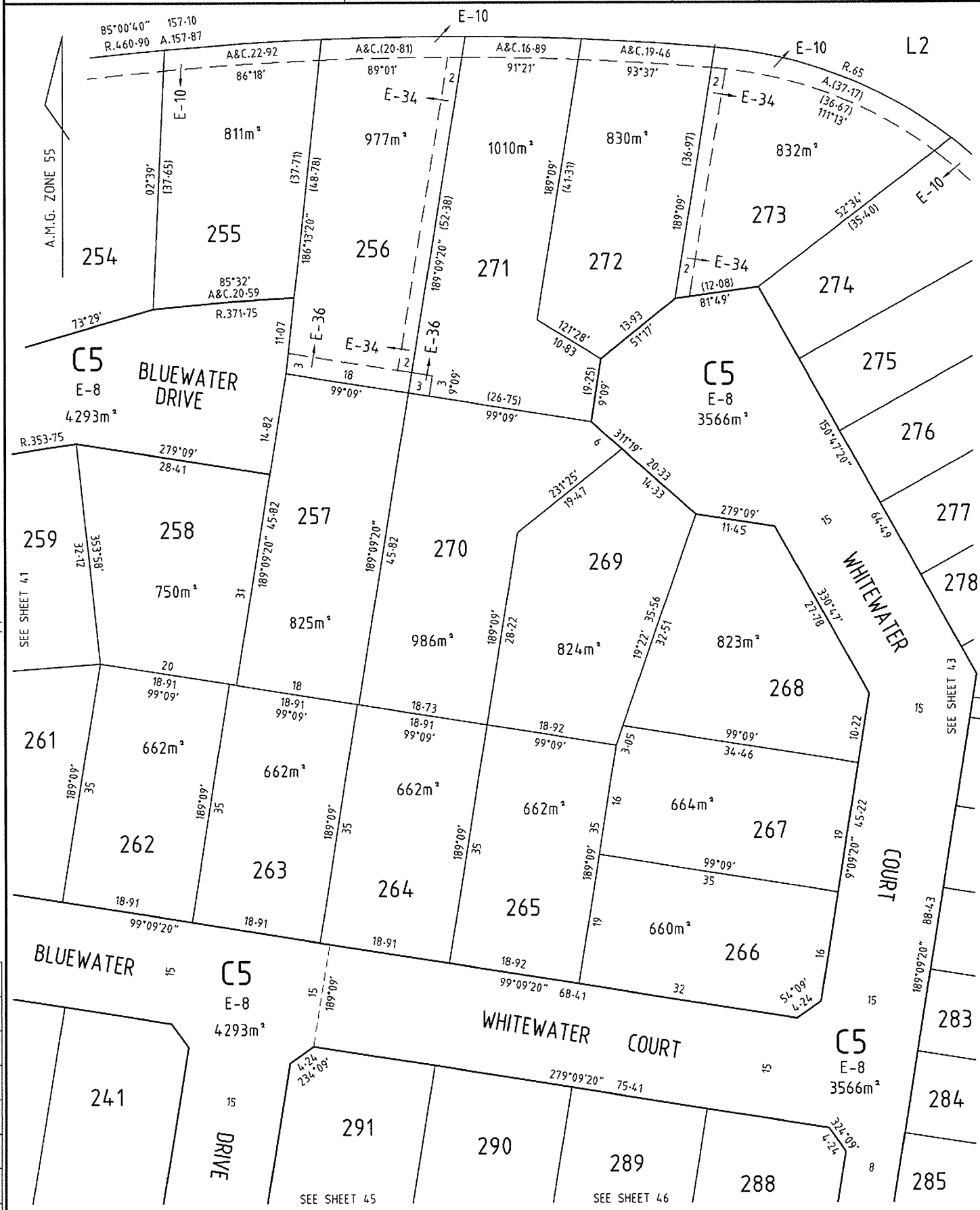


ORIGINAL		SCALE	
SCALE 1:500	SHEET SIZE A3		
		LENGTHS ARE IN METRES	

LICENSED SURVEYOR Robert David Macaulay
 (PRINT)
 SIGNATURE DATE / /
 M02211 S07128
 REF. M02098 16.09.2003 VERSION 5

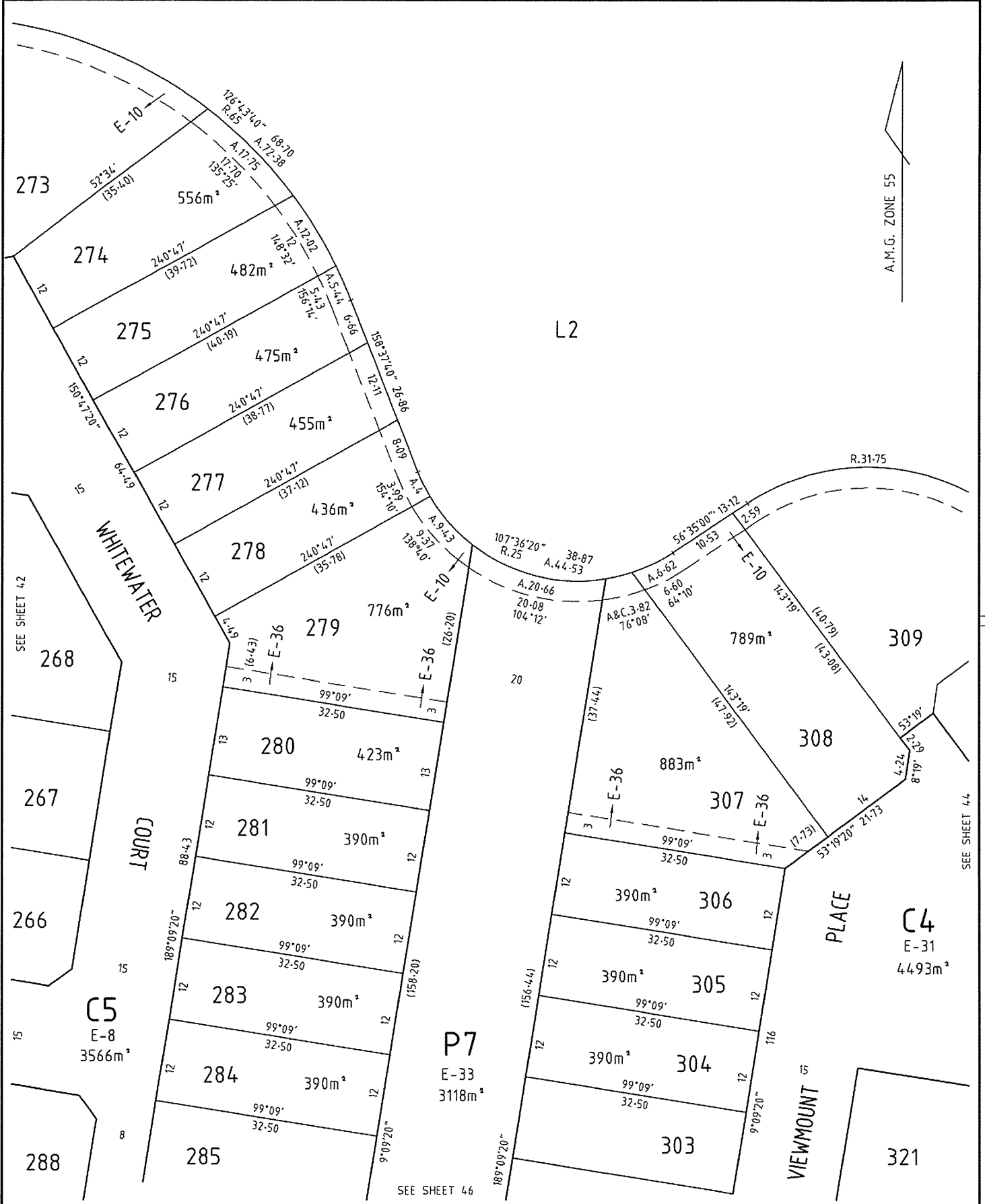
.....
 DATE / /
 COUNCIL DELEGATE SIGNATURE
 Sheet 41

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 005 278 473	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 500745K
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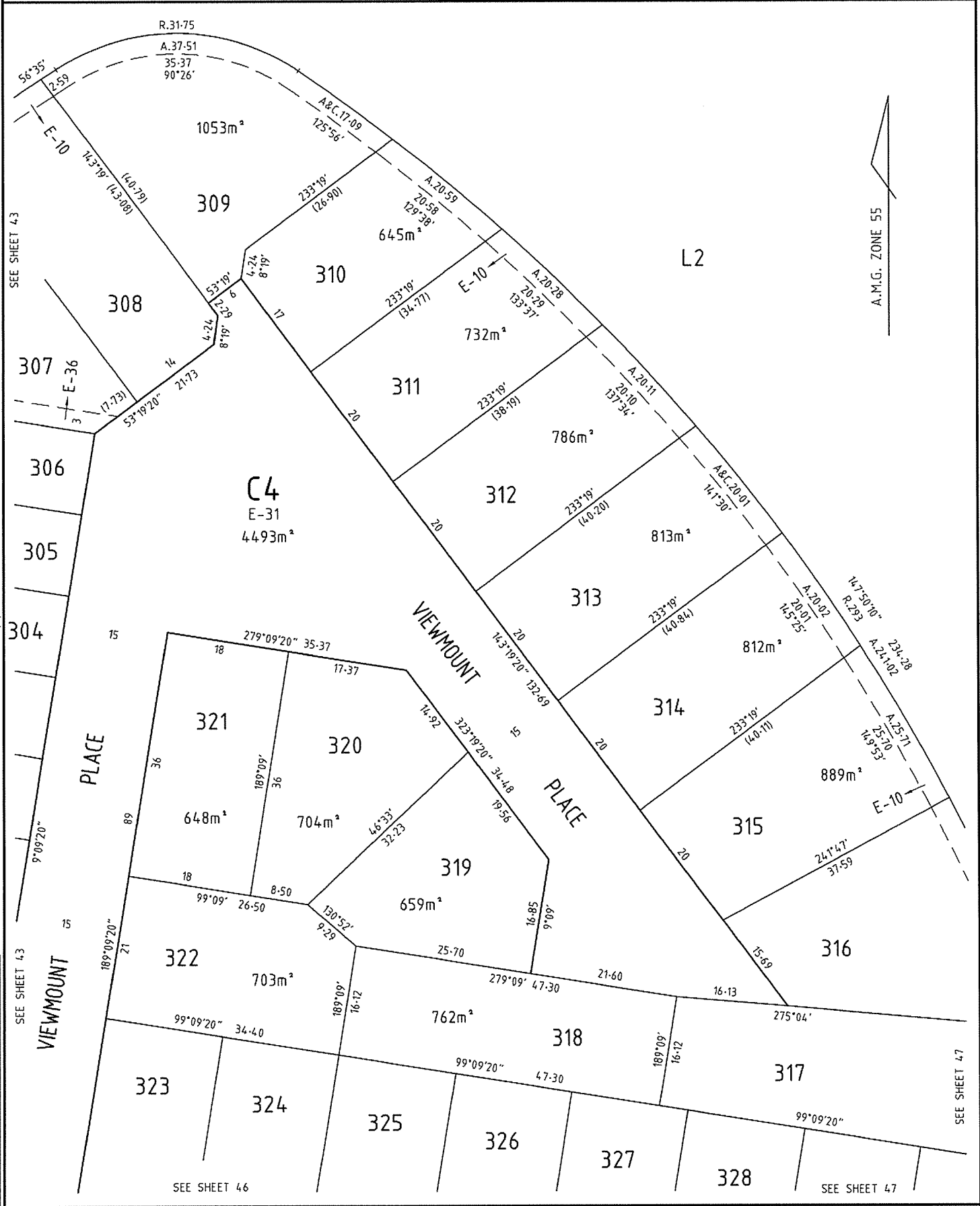
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Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 005 278 473	<h2 style="margin: 0;">PLAN OF SUBDIVISION</h2>	Stage No.	Plan Number <h1 style="margin: 0;">PS 500745K</h1>
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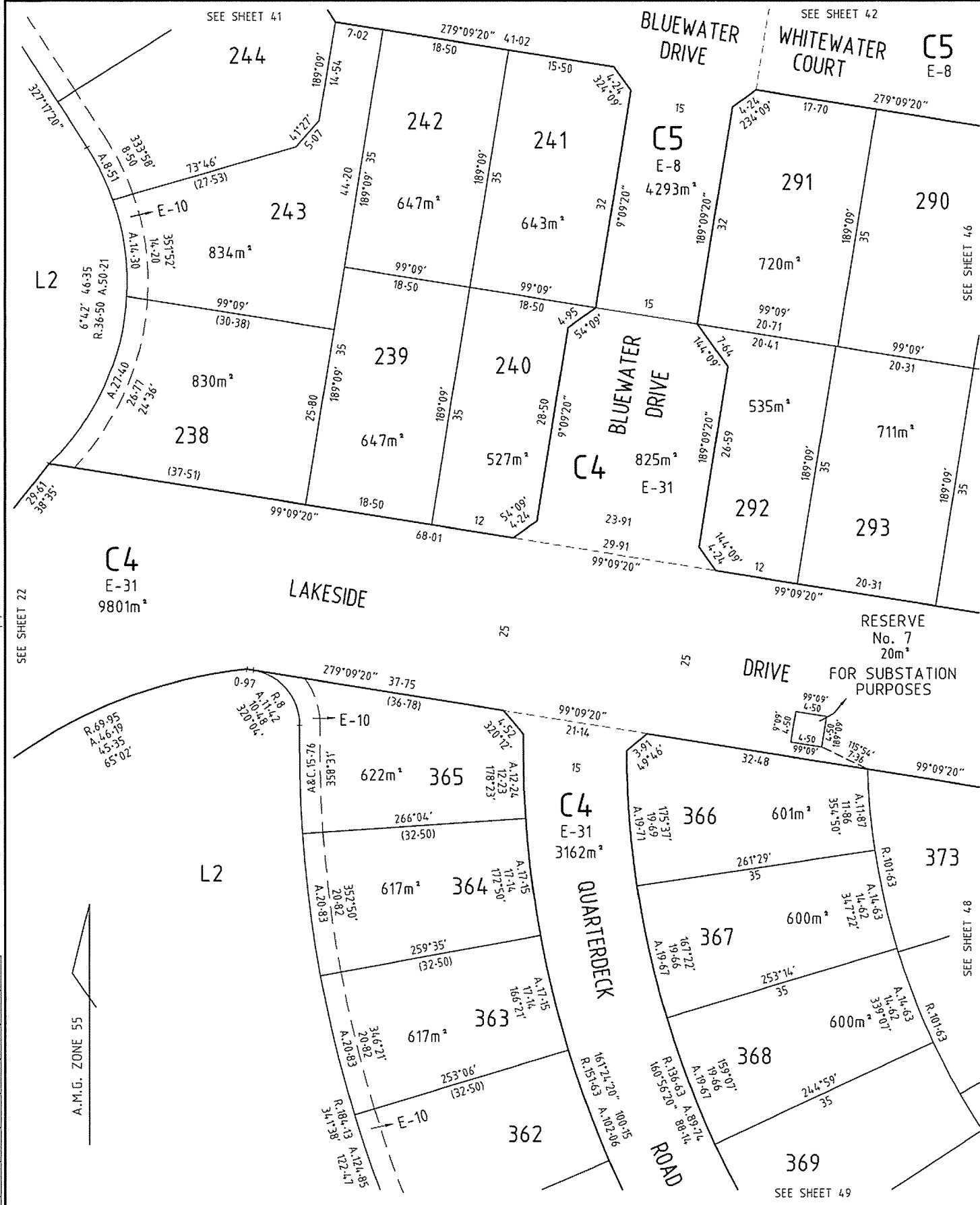
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SCALE 1:500	SHEET SIZE A3 LENGTHS ARE IN METRES	SIGNATURE DATE / / M02211 S07128 REF. M02098 16.09.2003 VERSION 5	DATE / / COUNCIL DELEGATE SIGNATURE Sheet 43

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 005 278 473	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 500745K
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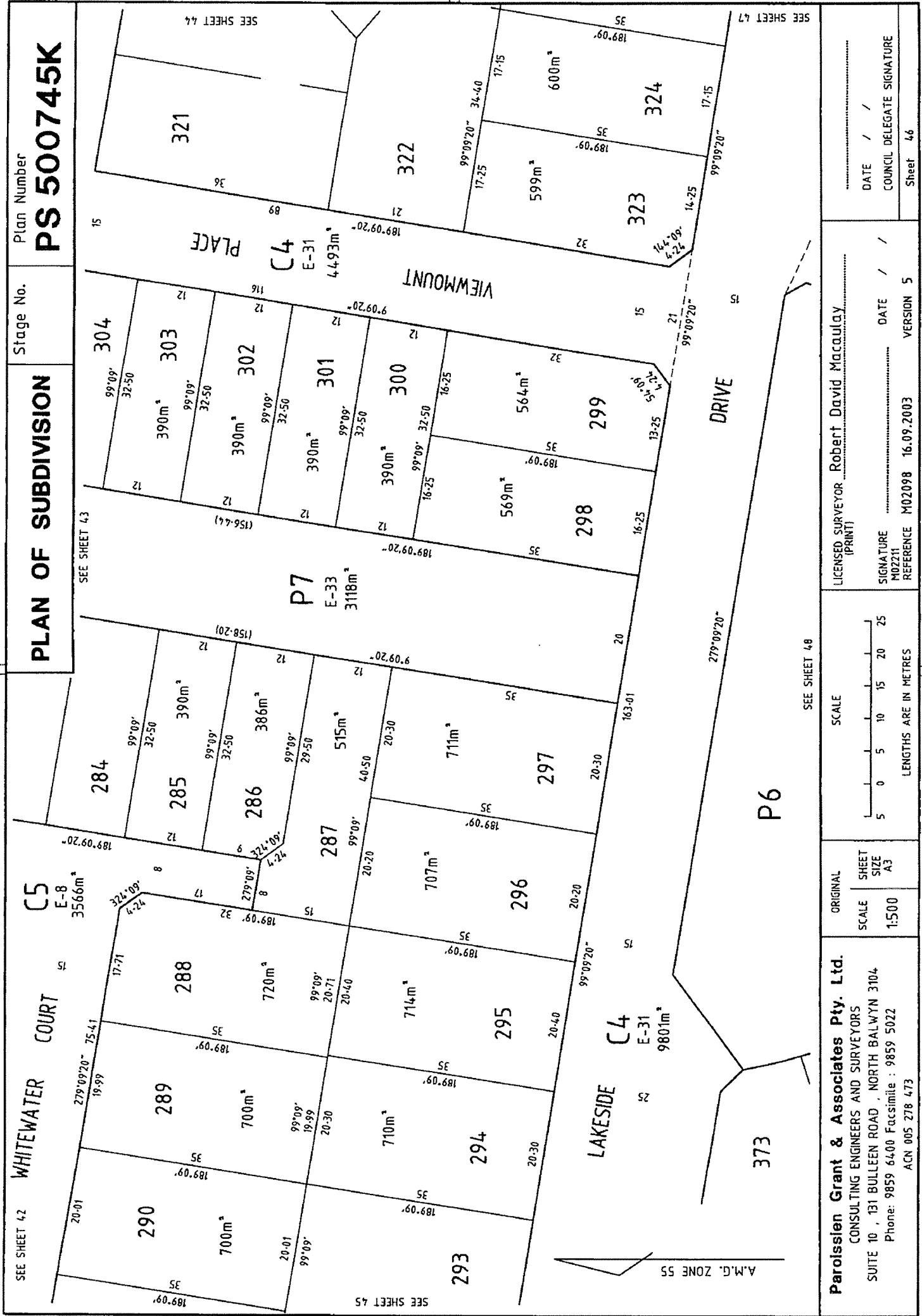


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Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 005 278 473	<h2 style="margin: 0;">PLAN OF SUBDIVISION</h2>	Stage No.	Plan Number <h1 style="margin: 0;">PS 500745K</h1>
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ORIGINAL SCALE 1:500	SCALE LENGTHS ARE IN METRES	LICENSED SURVEYOR Robert David Macaulay (PRINT) SIGNATURE DATE / / M02211 S07128 REF. M02098 16.09.2003 VERSION 5	DATE / / COUNCIL DELEGATE SIGNATURE Sheet 45
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Licensed Surveyor (PRINT) Robert David Macaulay

Signature M02098

Reference M02098

Date 16.09.2003

Version 5

DATE / /

COUNCIL DELEGATE SIGNATURE

Sheet 46

SCALE

1:500

SHEET SIZE A3

ORIGINAL

LENGTHS ARE IN METRES

5 0 5 10 15 20 25

SCALE

SEE SHEET 48

Paroissien Grant & Associates Pty. Ltd.

CONSULTING ENGINEERS AND SURVEYORS

SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104

Phone: 9859 6400 Facsimile: 9859 5022

ACN 005 278 473

SEE SHEET 42

SEE SHEET 43

SEE SHEET 44

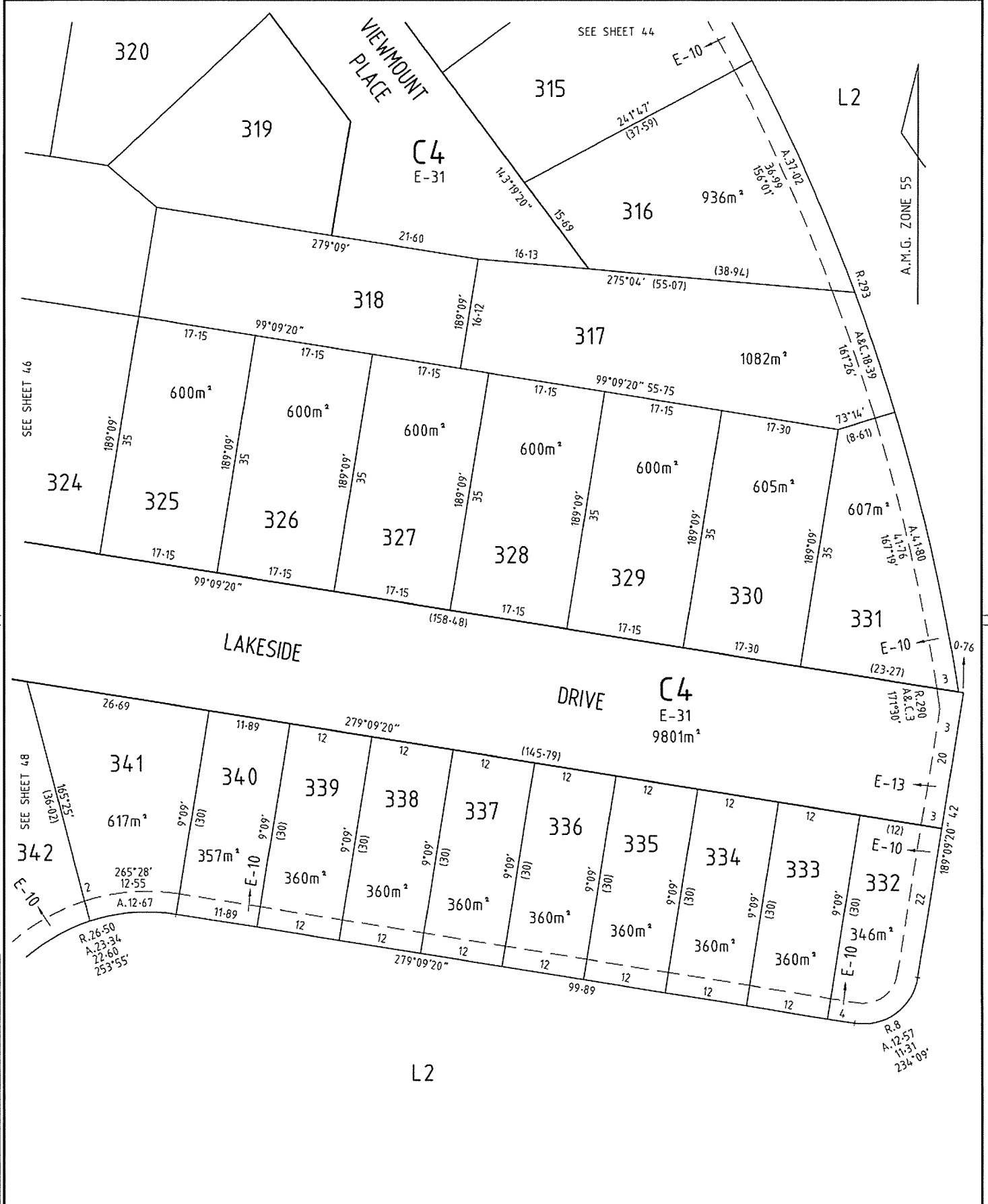
SEE SHEET 45

SEE SHEET 47

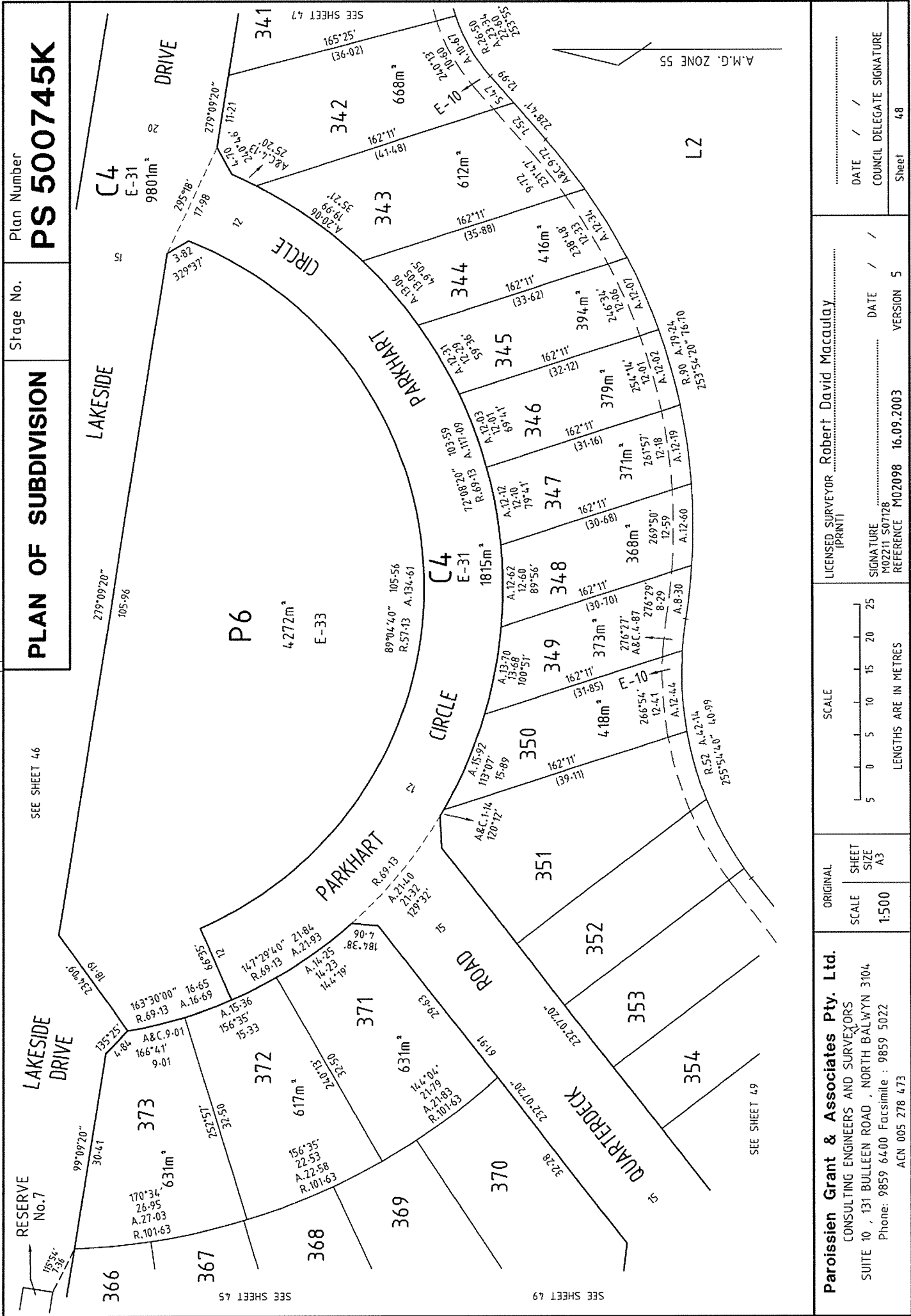
Paroissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 005 278 473

PLAN OF SUBDIVISION

Stage No. Plan Number
PS 500745K

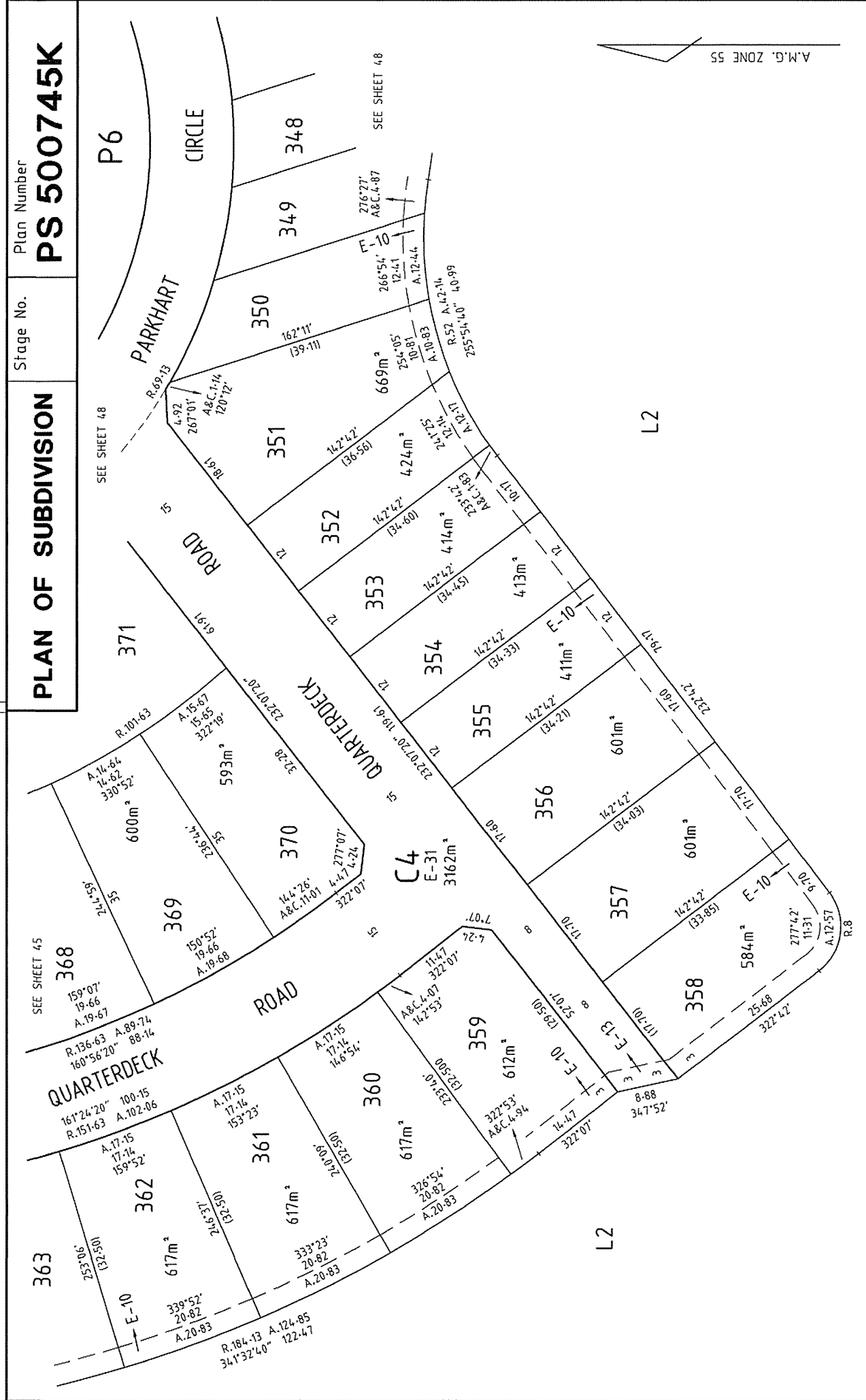


ORIGINAL	SCALE	LICENSED SURVEYOR <u>Robert David Macaulay</u>	DATE / /
SCALE 1:500	SHEET SIZE A3	(PRINT)	DATE / /
		SIGNATURE	COUNCIL DELEGATE SIGNATURE
	LENGTHS ARE IN METRES	M02211 S07128	Sheet 47
		REF. M02098 16.09.2003	VERSION 5



Paroissien Grant & Associates Pty. Ltd.
 CONSULTING ENGINEERS AND SURVEYORS
 SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
 Phone: 9859 6400 Facsimile: 9859 5022
 ACN 005 278 473

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150mm
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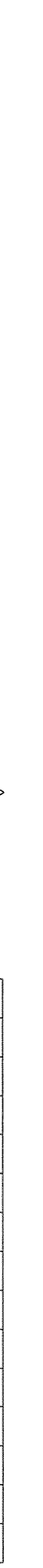


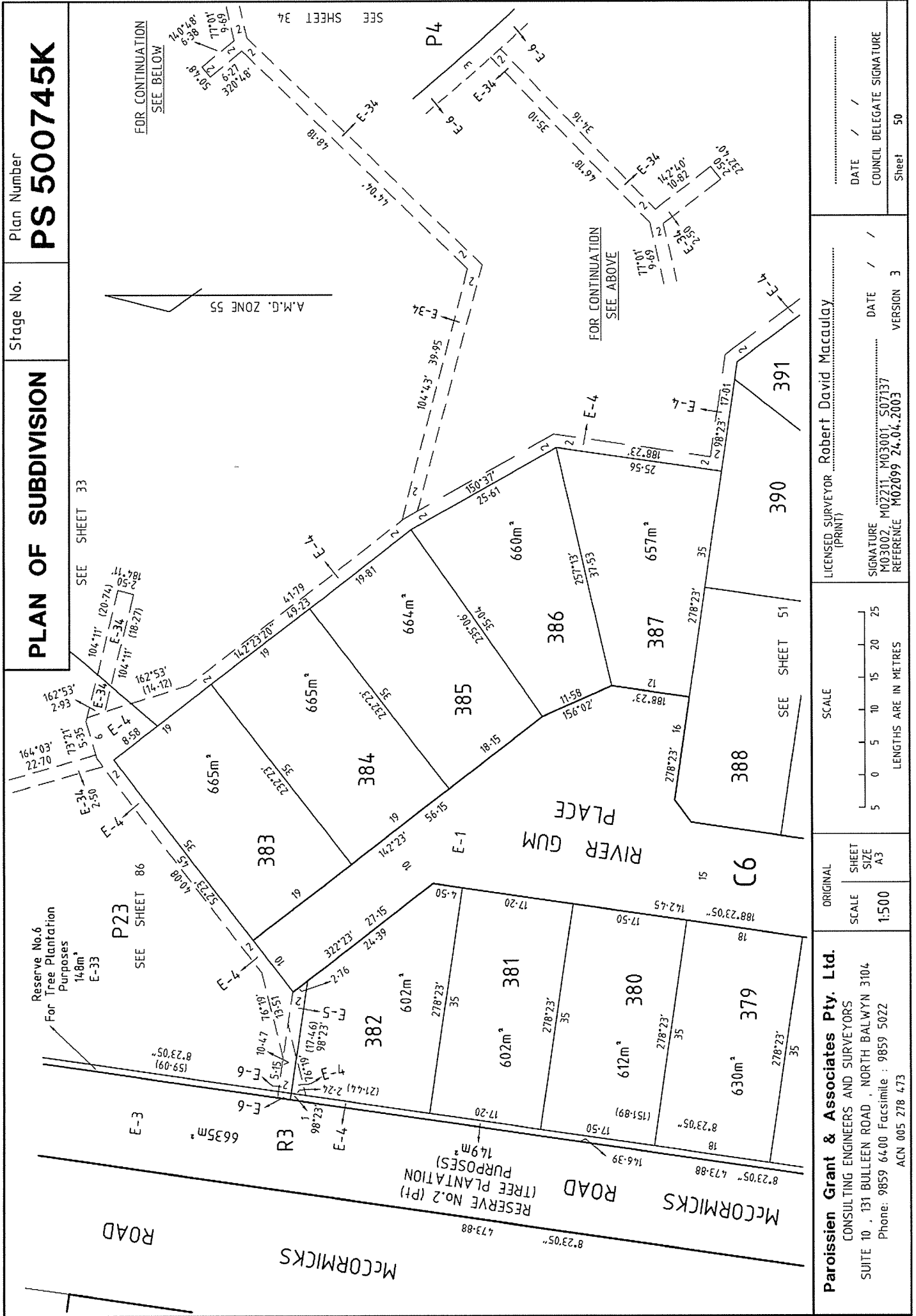
PLAN OF SUBDIVISION

Stage No. **PS 500745K**

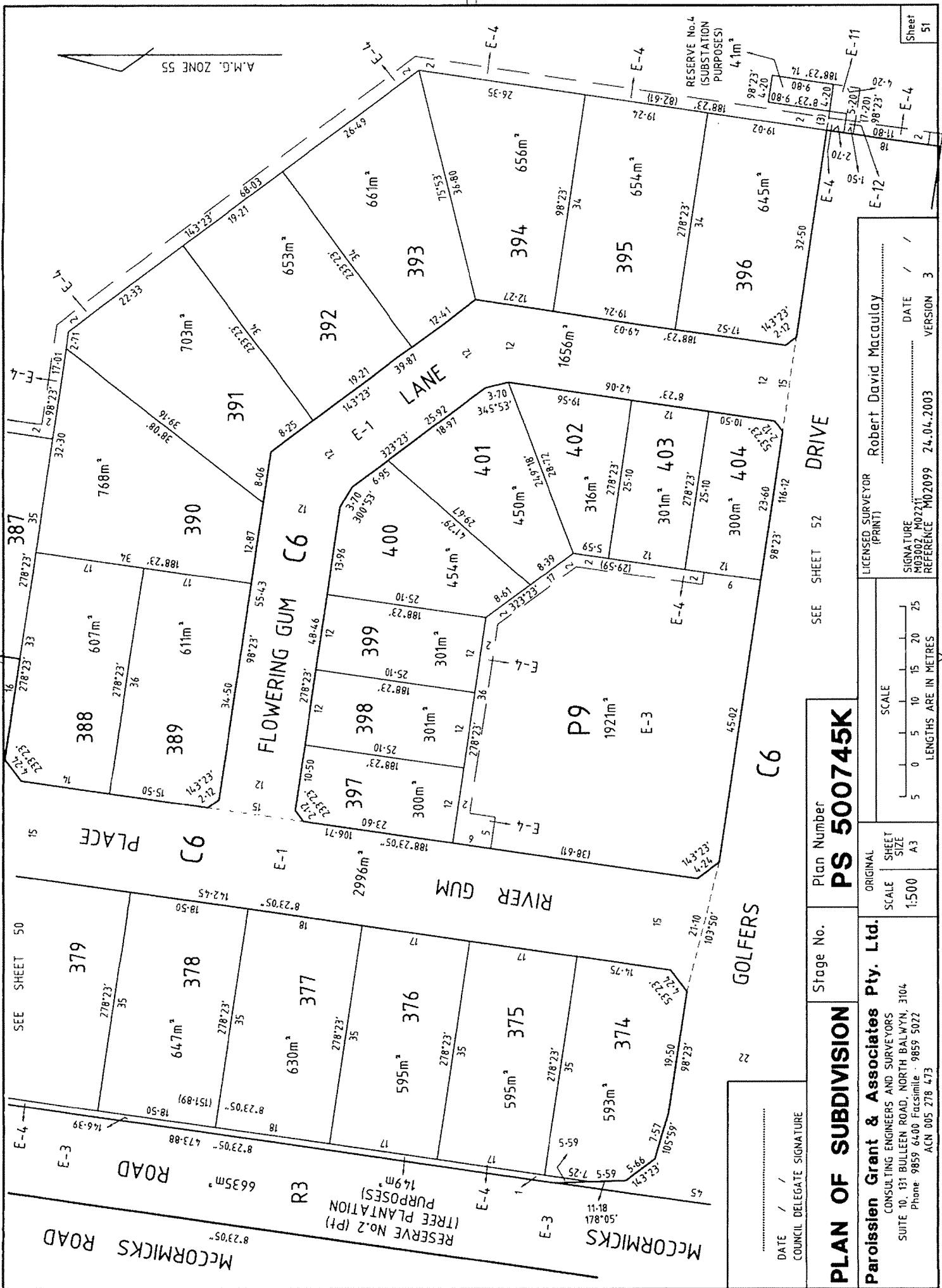
Plan Number **PS 500745K**

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 005 278 473	ORIGINAL	SCALE	SHEET SIZE
	1:500	A3	A3
	5 0 5 10 15 20 25	LENGTHS ARE IN METRES	
LICENSED SURVEYOR (PRINT) Robert David Maccaulay		DATE / /	COUNCIL DELEGATE SIGNATURE
SIGNATURE M02211 S07128		DATE / /	Sheet 49
REFERENCE M02098 16.09.2003		VERSION 5	

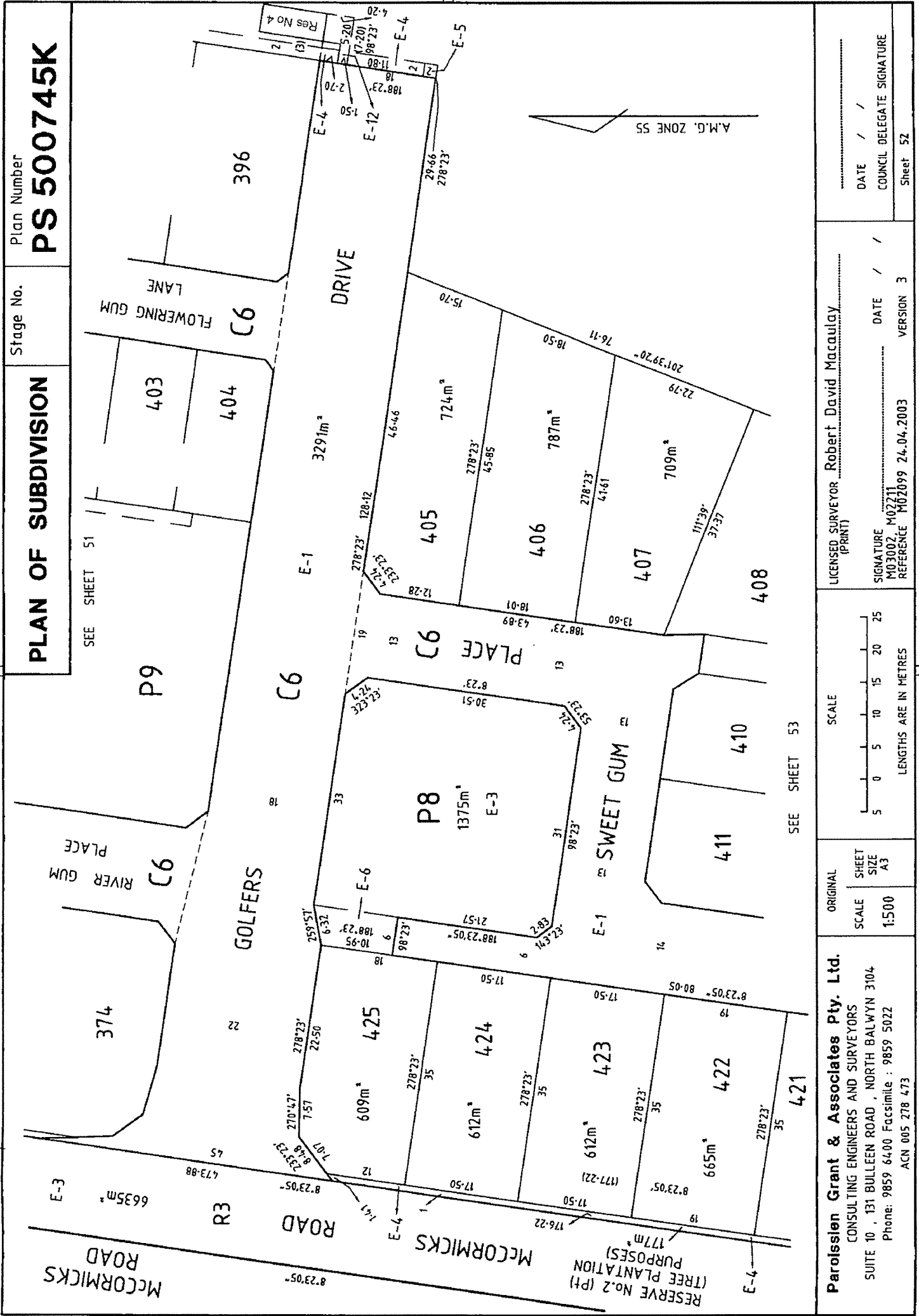




Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 005 278 473	ORIGINAL SCALE 1:500 SHEET SIZE A3	SCALE 1:500 LENGTHS ARE IN METRES 0 5 10 15 20 25	LICENSED SURVEYOR (PRINT) Robert David Maccaulay SIGNATURE M03002, M02211, M03001, S07137 REFERENCE M02099 24.04.2003	DATE / / COUNCIL DELEGATE SIGNATURE VERSION 3
	DATE / / COUNCIL DELEGATE SIGNATURE	DATE / / VERSION 3	SHEET 50	SHEET 50



<p>DATE / / COUNCIL DELEGATE SIGNATURE</p>		<p>SEE SHEET 52 DRIVE</p>	
<p>STAGE No. _____</p>		<p>PLAN Number PS 500745K</p>	
<p>ORIGINAL SCALE 1:500</p>		<p>SHEET SIZE A3</p>	
<p>SCALE 0 5 10 15 20 25 LENGTHS ARE IN METRES</p>		<p>LICENSED SURVEYOR (PRINT) Robert David Macaulay</p>	
<p>DATE / /</p>		<p>VERSION 3</p>	
<p>SIGNATURE M0300Z, M02211</p>		<p>REFERENCE M02099 24.04.2003</p>	
<p>Sheet 51</p>		<p>RESERVE No. 4 (SUBSTATION PURPOSES) 4.1m</p>	



PLAN OF SUBDIVISION

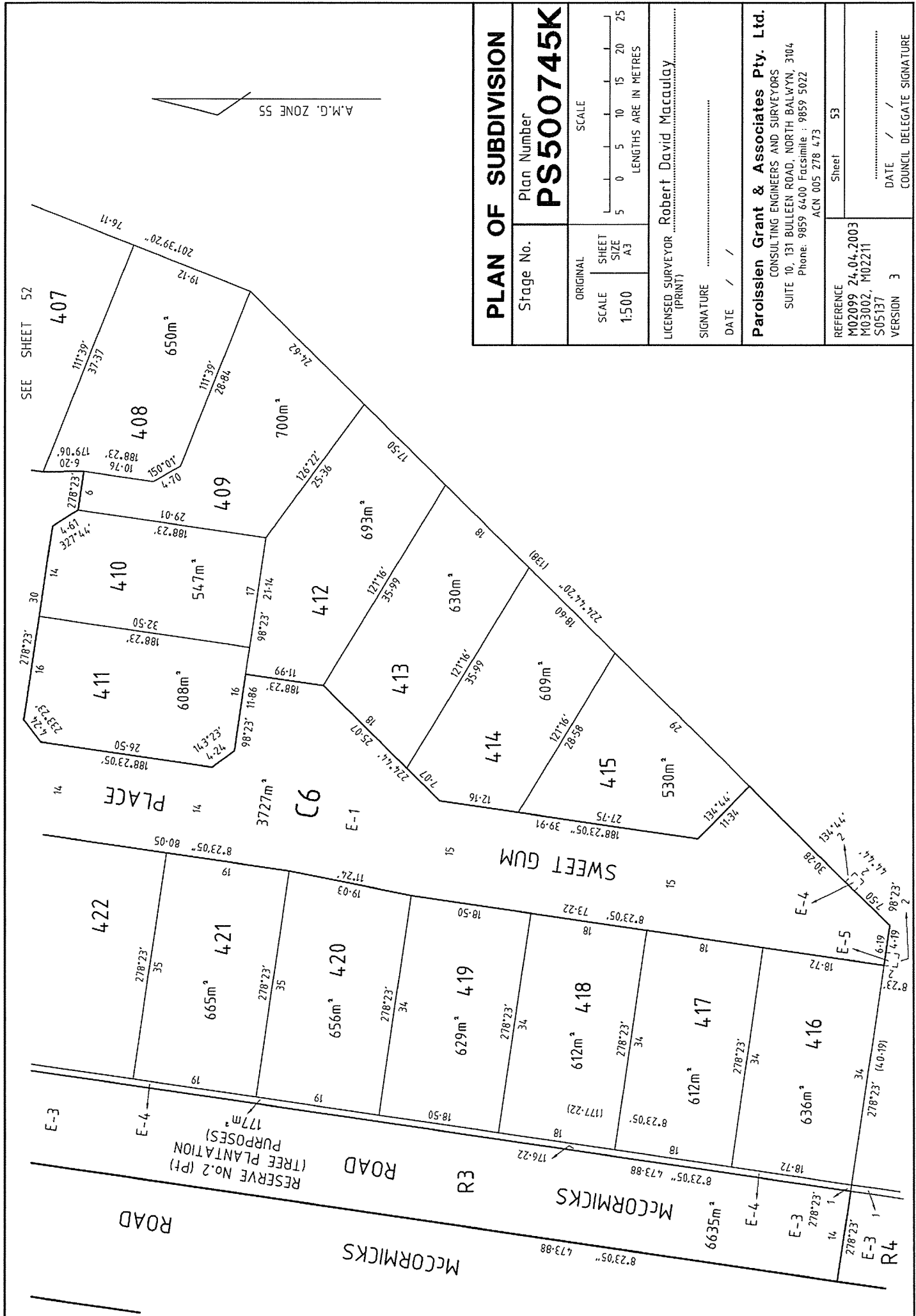
Stage No. **PS 500745K**

Plan Number

SEE SHEET 51

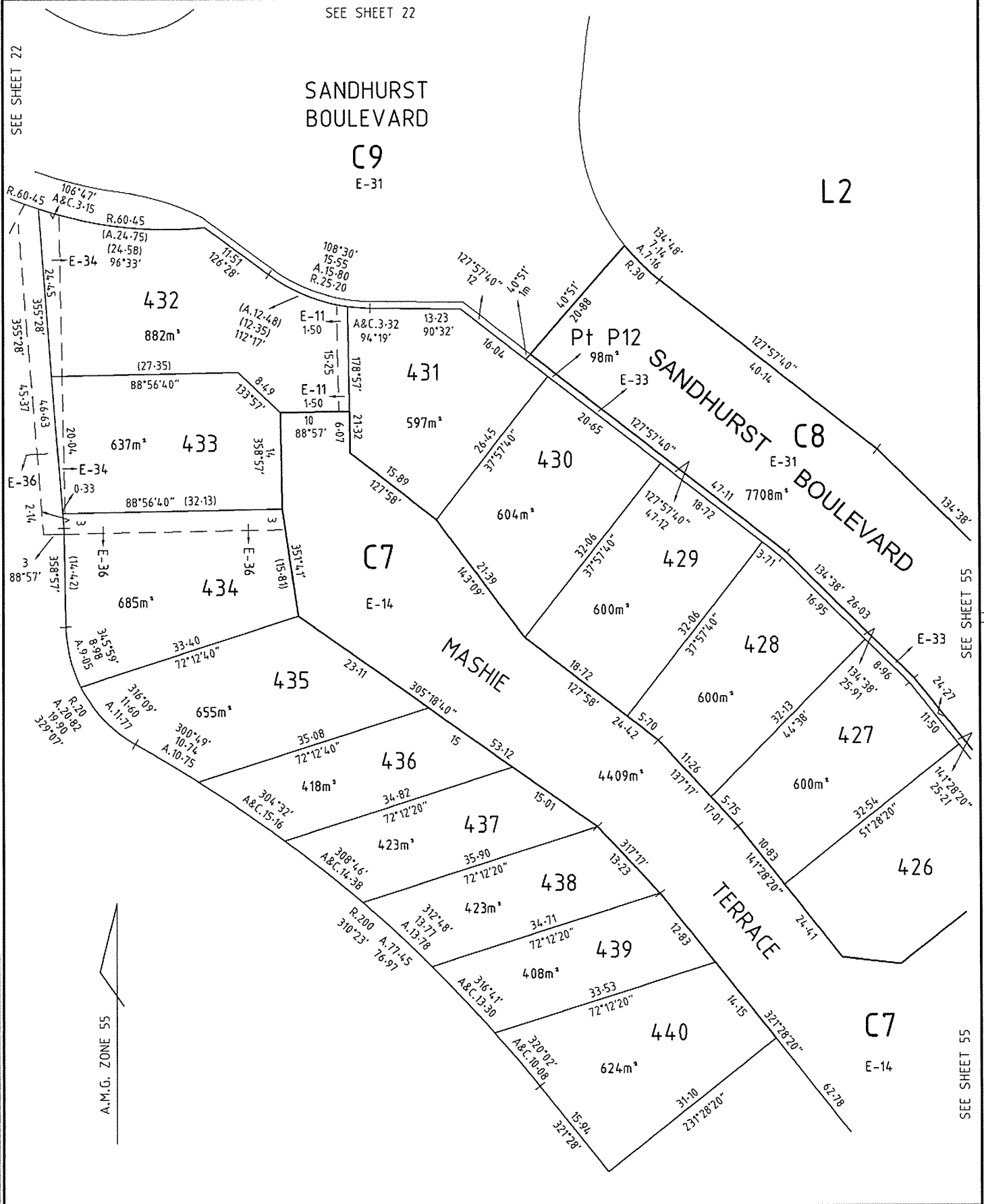
SEE SHEET 53

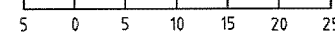
Parolssien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 005 278 473	ORIGINAL SCALE SHEET SIZE A3 SCALE 1:500	SCALE 5 0 5 10 15 20 25 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) Robert David Macaulay	DATE / / COUNCIL DELEGATE SIGNATURE VERSION 3
	DATE / / COUNCIL DELEGATE SIGNATURE Sheet 52	SIGNATURE M03002_M02711 REFERENCE M02099 24.04.2003	DATE / / VERSION 3	DATE / / COUNCIL DELEGATE SIGNATURE Sheet 52



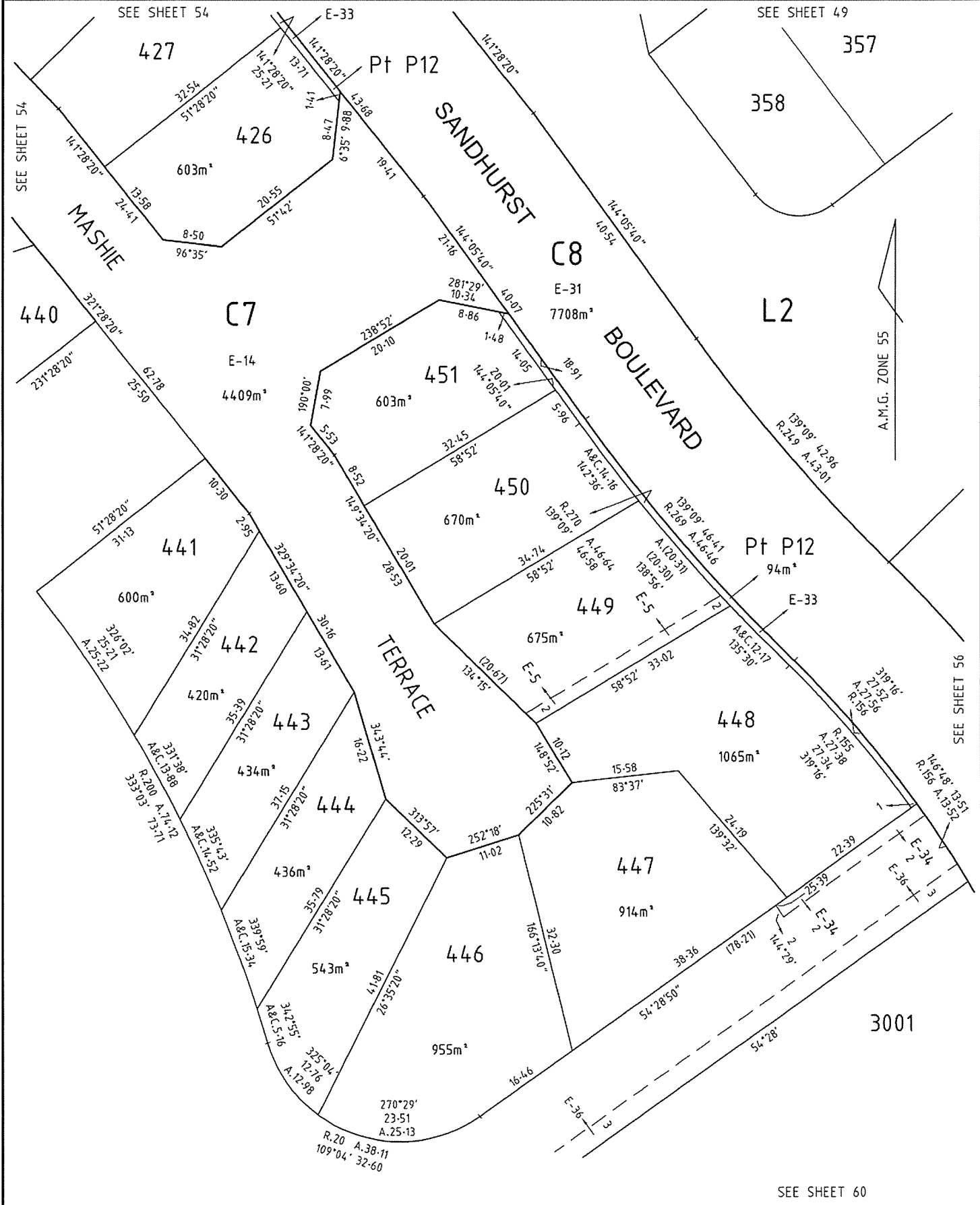
PLAN OF SUBDIVISION	
Stage No.	Plan Number PS500745K
ORIGINAL	SCALE
SCALE 1:500	SHEET SIZE A3
LENGTHS ARE IN METRES	
LICENSED SURVEYOR (PRINT) Robert David Macaulay	
SIGNATURE	
DATE / /	
Parollsen Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN, 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 005 278 473	
REFERENCE M02099 24.04.2003 M03002, M02211 S05137	Sheet 53
VERSION 3	DATE / / COUNCIL DELEGATE SIGNATURE

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 005 278 473	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 500745K
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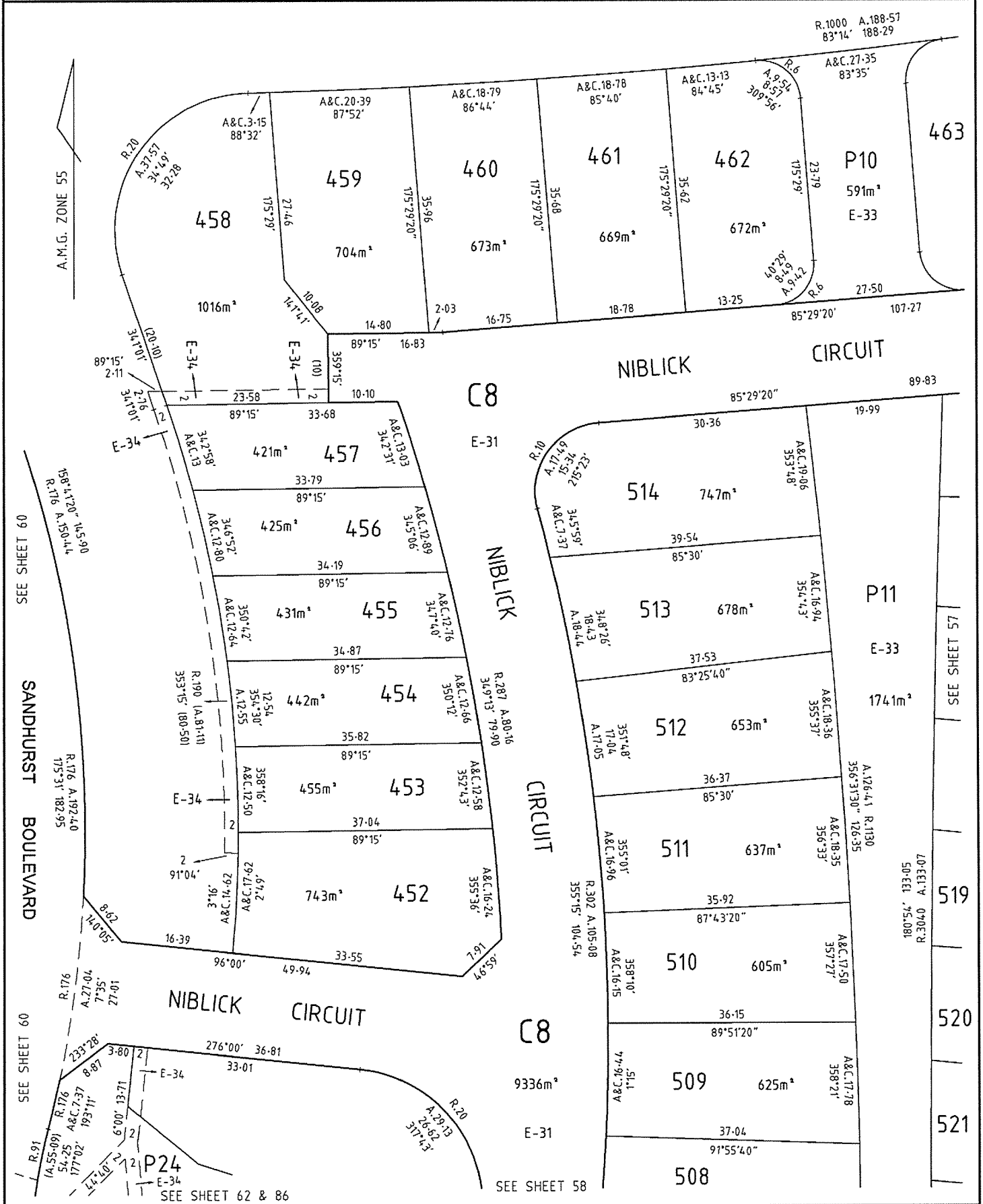
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SCALE 1:500	SHEET SIZE A3  LENGTHS ARE IN METRES		

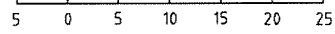
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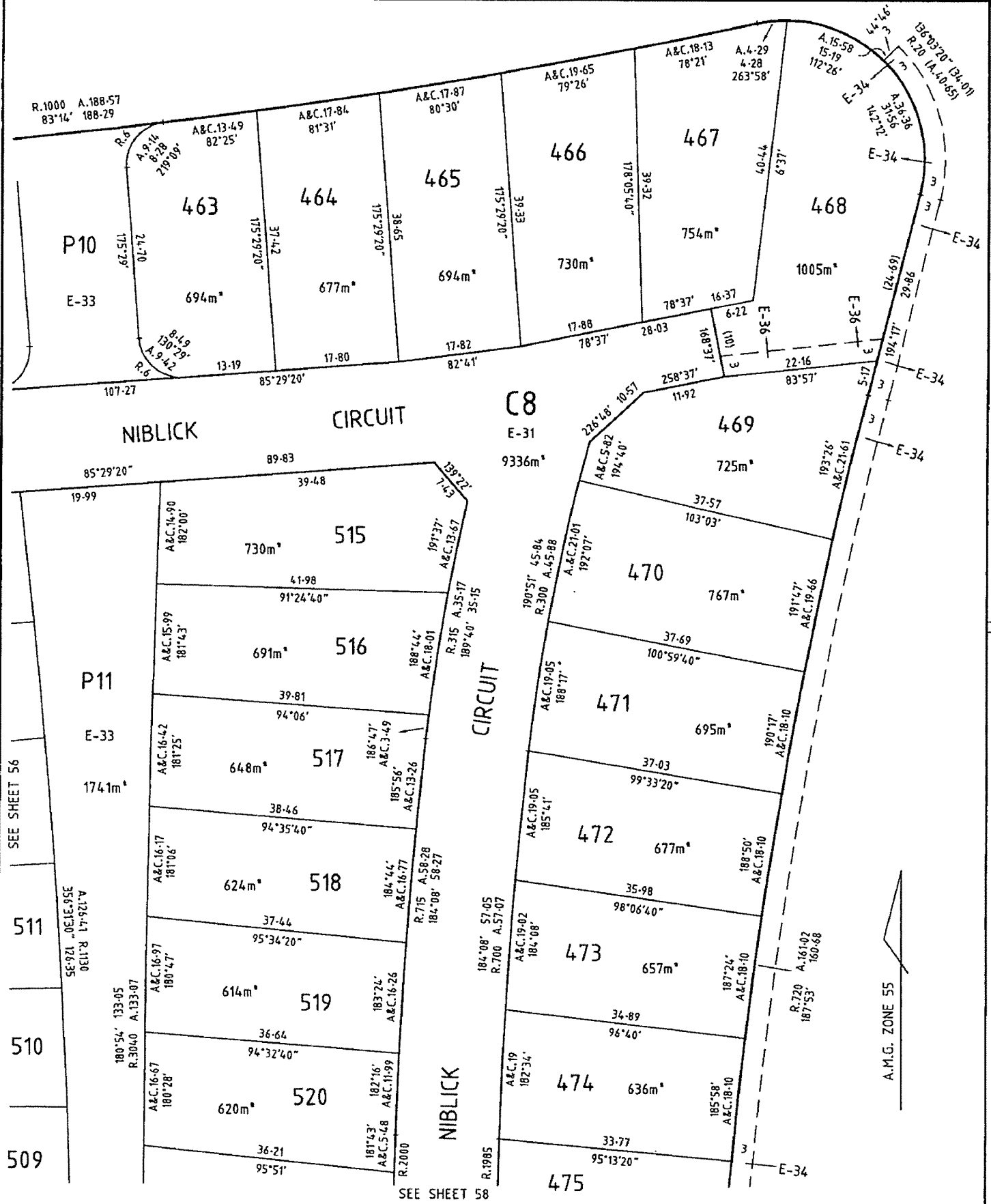
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Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 005 278 473	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 500745K
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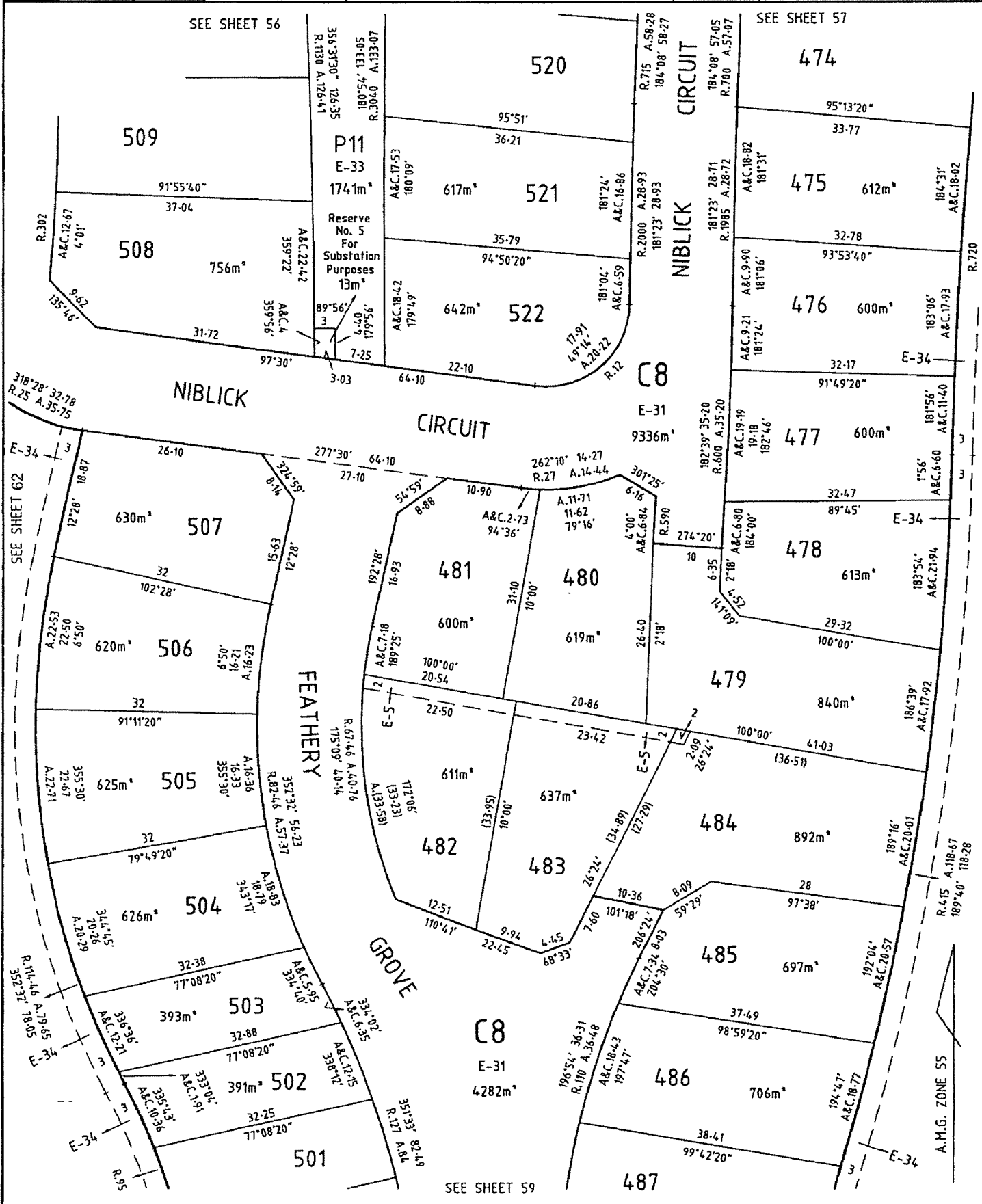
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Parosien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 005 278 473	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 500745K
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ORIGINAL	SCALE	LICENSED SURVEYOR <u>Robert David Macaulay</u>	
SCALE 1:500	 LENGTHS ARE IN METRES	SIGNATURE	DATE / /
SHEET SIZE A3		REF. M02211 30.01.2004	VERSION 6
			DATE / / COUNCIL DELEGATE SIGNATURE Sheet 57

Paroissian Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 085 278 473	<h2 style="margin: 0;">PLAN OF SUBDIVISION</h2>	Stage No.	Plan Number <h1 style="margin: 0;">PS 500745K</h1>
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ORIGINAL SCALE 1:500	SCALE LENGTHS ARE IN METRES	LICENSED SURVEYOR <u>Robert David Macaulay</u> (PRINT) SIGNATURE _____ DATE / / REF. M02211 30.01.2004 VERSION 6	DATE / / COUNCIL DELEGATE SIGNATURE _____ Sheet 58
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Parolaisen Grant & Associates Pty. Ltd.
 CONSULTING ENGINEERS AND SURVEYORS
 SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
 Phone: 9859 6400 Facsimile: 9859 5022
 ACN 005 278 473

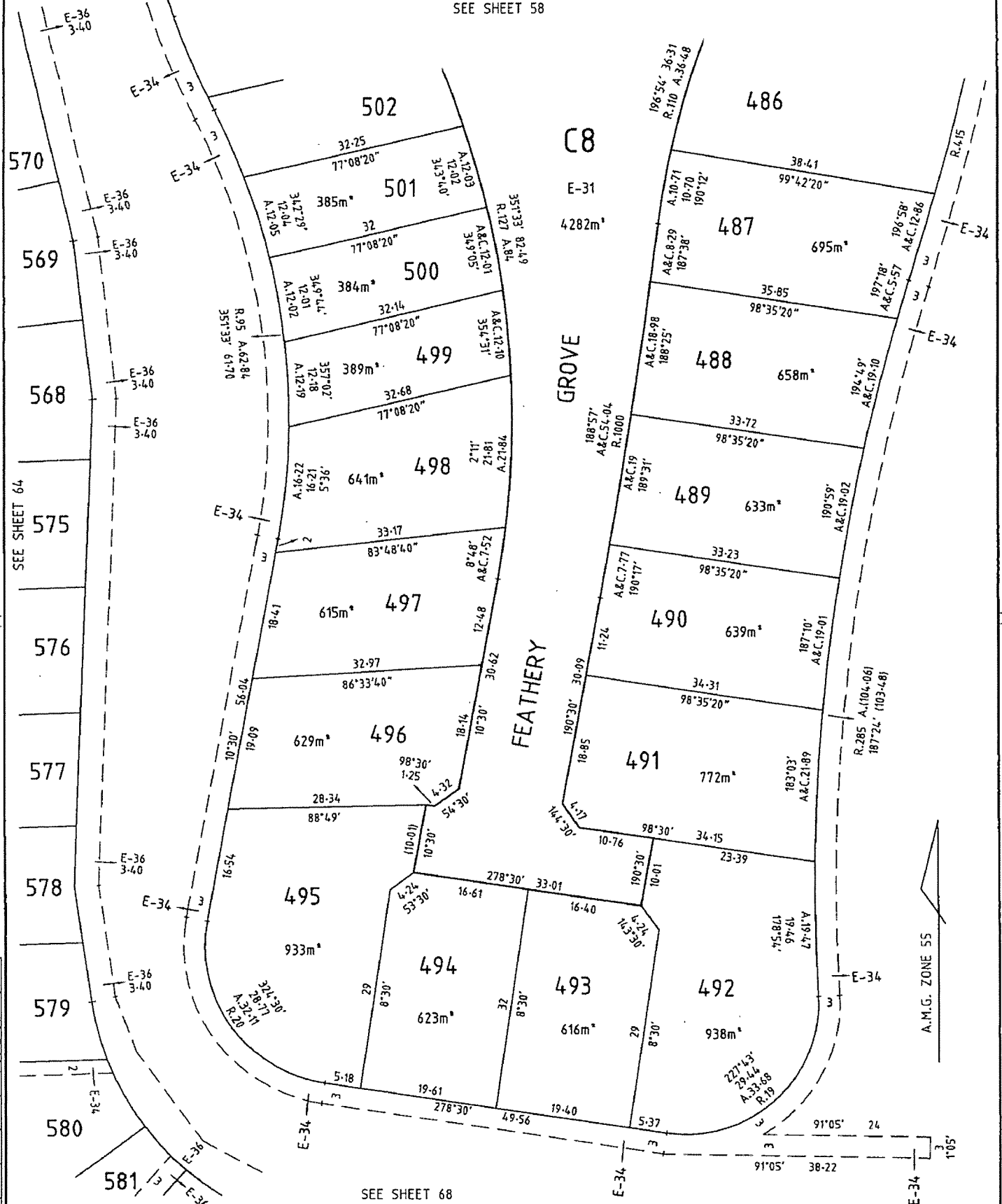
PLAN OF SUBDIVISION

Stage No.

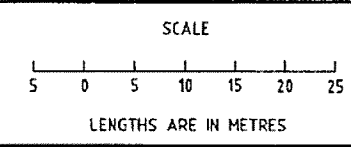
Plan Number

PS 500745K

SEE SHEET 58



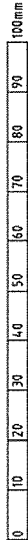
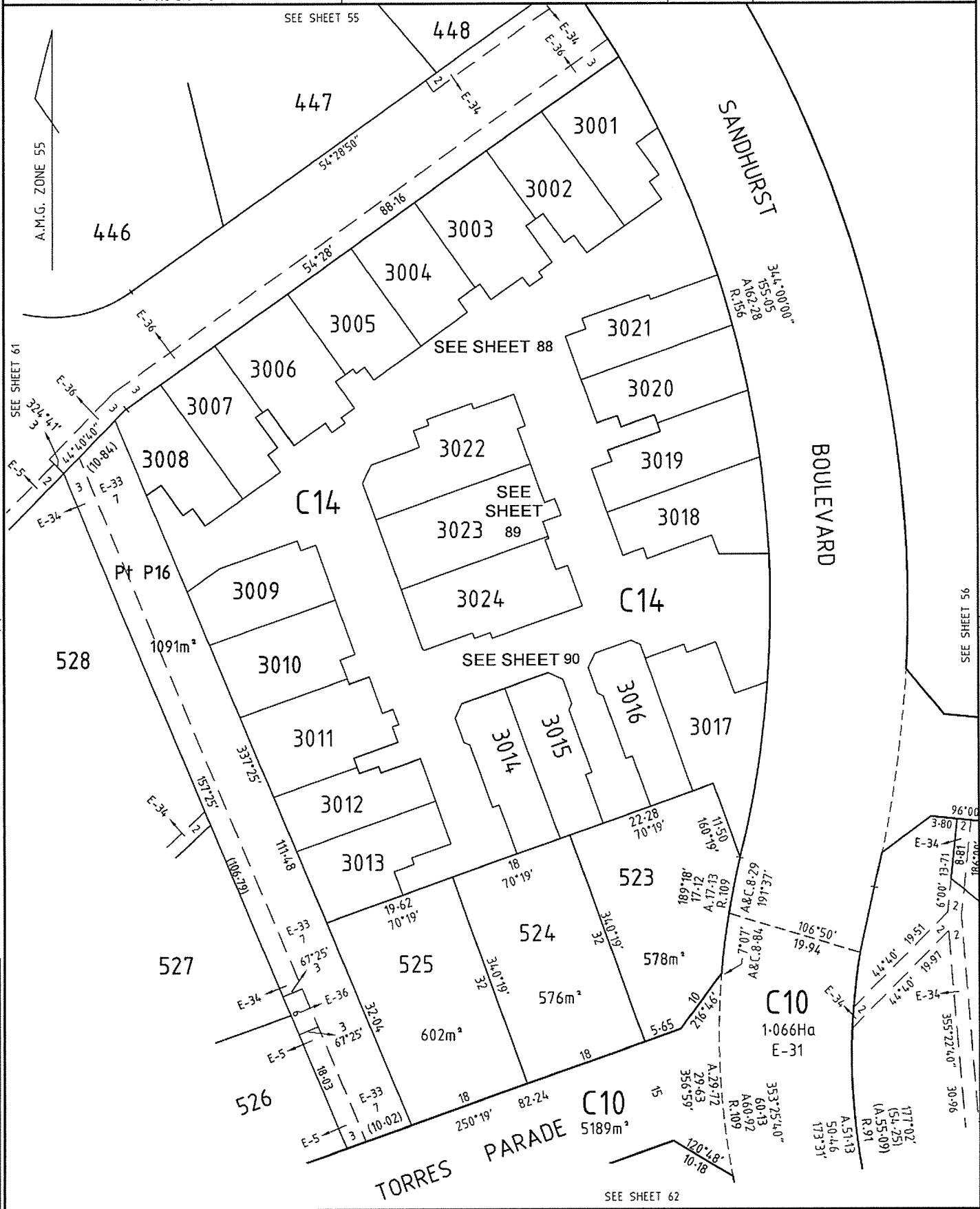
ORIGINAL
 SCALE 1:500
 SHEET SIZE A3



LICENSED SURVEYOR Robert David Macaulay
 (PRINT)
 SIGNATURE DATE / /
 M02289
 REF. M02211 30.01.2004 VERSION 6

DATE / /
 COUNCIL DELEGATE SIGNATURE
 Sheet 59

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 005 278 473	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 500745K
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ORIGINAL	SCALE	LICENSED SURVEYOR <u>Robert David Maccaulay</u> (PRINT) SIGNATURE DATE / / TAYLORS 0673-24L REF. M02289 9.06.2004	DATE / / COUNCIL DELEGATE SIGNATURE Sheet 60
SCALE 1:500	SHEET SIZE A3 LENGTHS ARE IN METRES	VERSION 7	

Paroissen Grant & Associates Pty. Ltd.
 CONSULTING ENGINEERS AND SURVEYORS
 SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104
 Phone: 9859 6400 Facsimile : 9859 5022
 ACN 005 278 473

PLAN OF SUBDIVISION

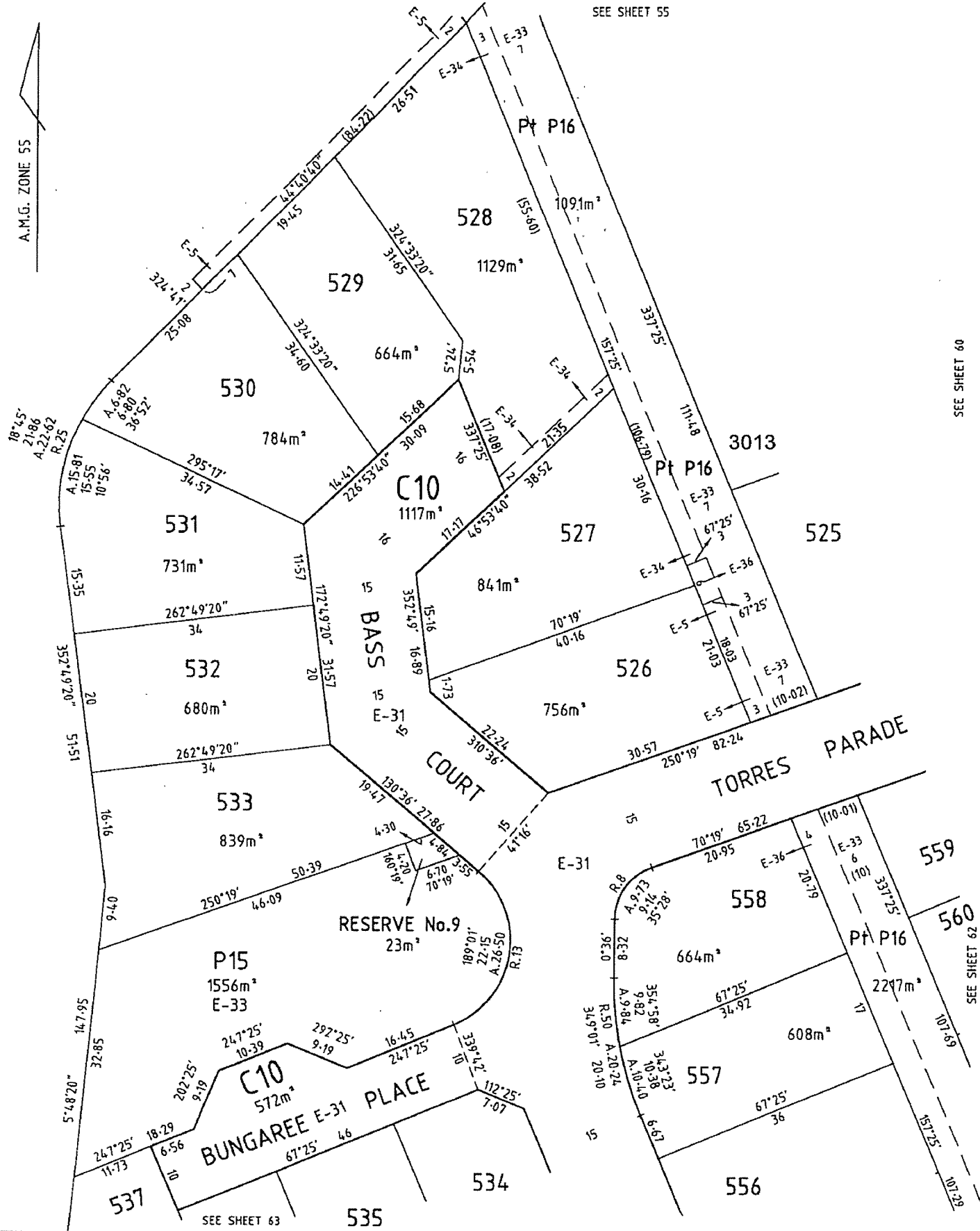
Stage No.

Plan Number

PS 500745K

SEE SHEET 55

SEE SHEET 60



100mm
10
20
30
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60
70
80
90
100

ORIGINAL		SCALE		LICENSED SURVEYOR <u>Robert David Macaulay</u>		DATE / /	
SCALE	SHEET SIZE	5 0 5 10 15 20 25		(PRINT)		COUNCIL DELEGATE SIGNATURE	
1:500	A3	LENGTHS ARE IN METRES		SIGNATURE		REF. M02289 9.06.2004	
				VERSION 7		Sheet 61	

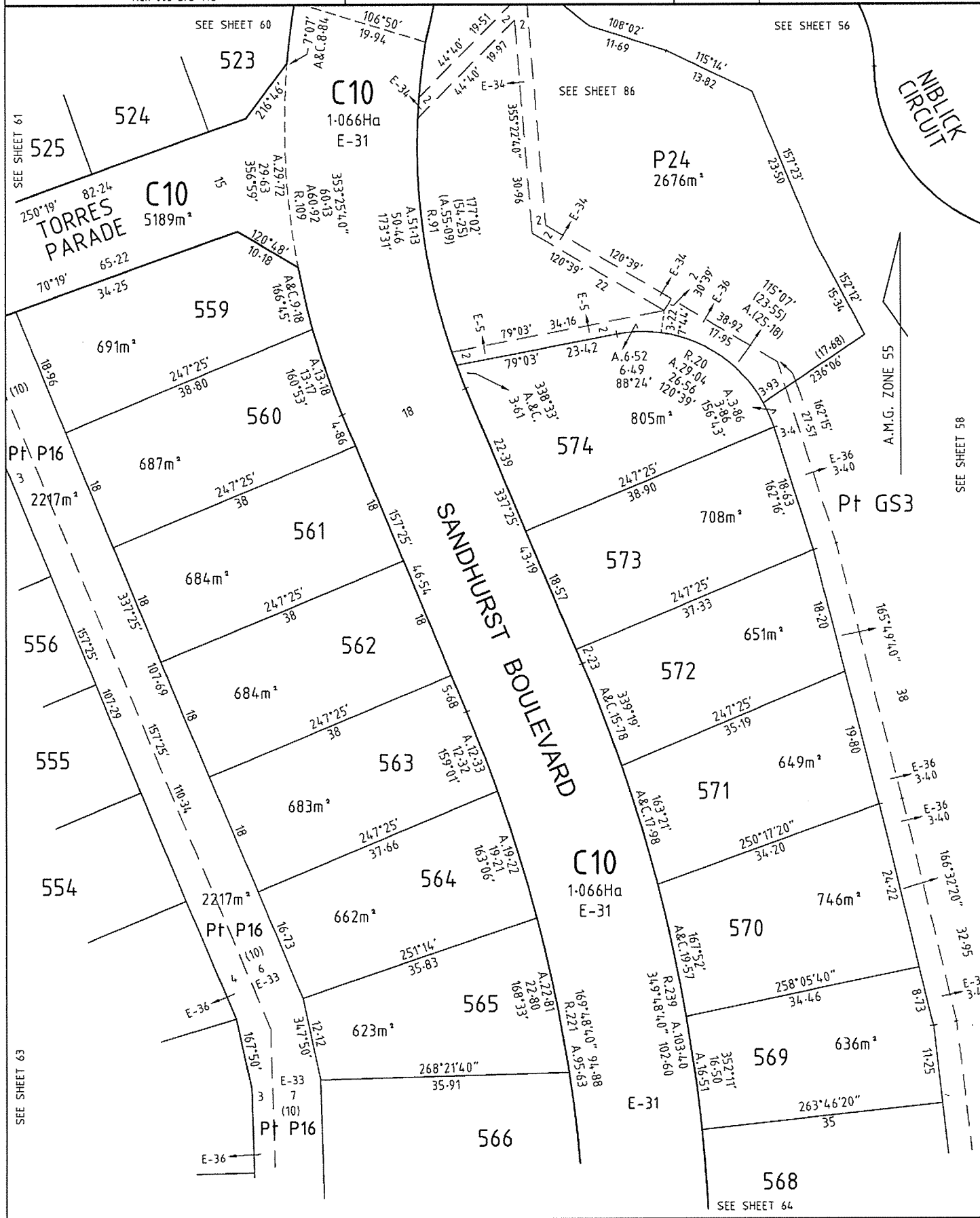
Paroissien Grant & Associates Pty. Ltd.
 CONSULTING ENGINEERS AND SURVEYORS
 SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
 Phone: 9859 6400 Facsimile: 9859 5022
 ACN 005 278 473

PLAN OF SUBDIVISION

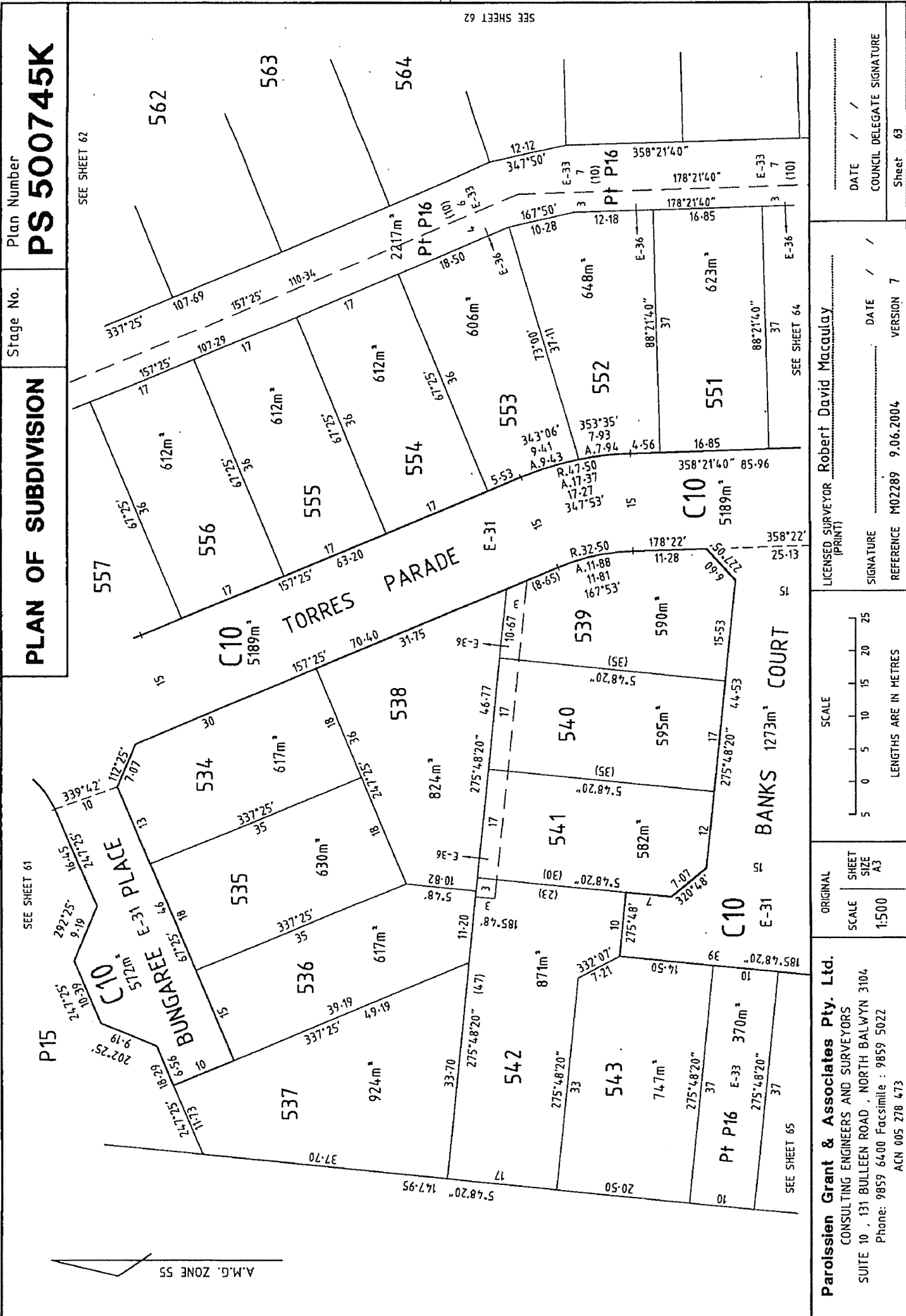
Stage No.

Plan Number

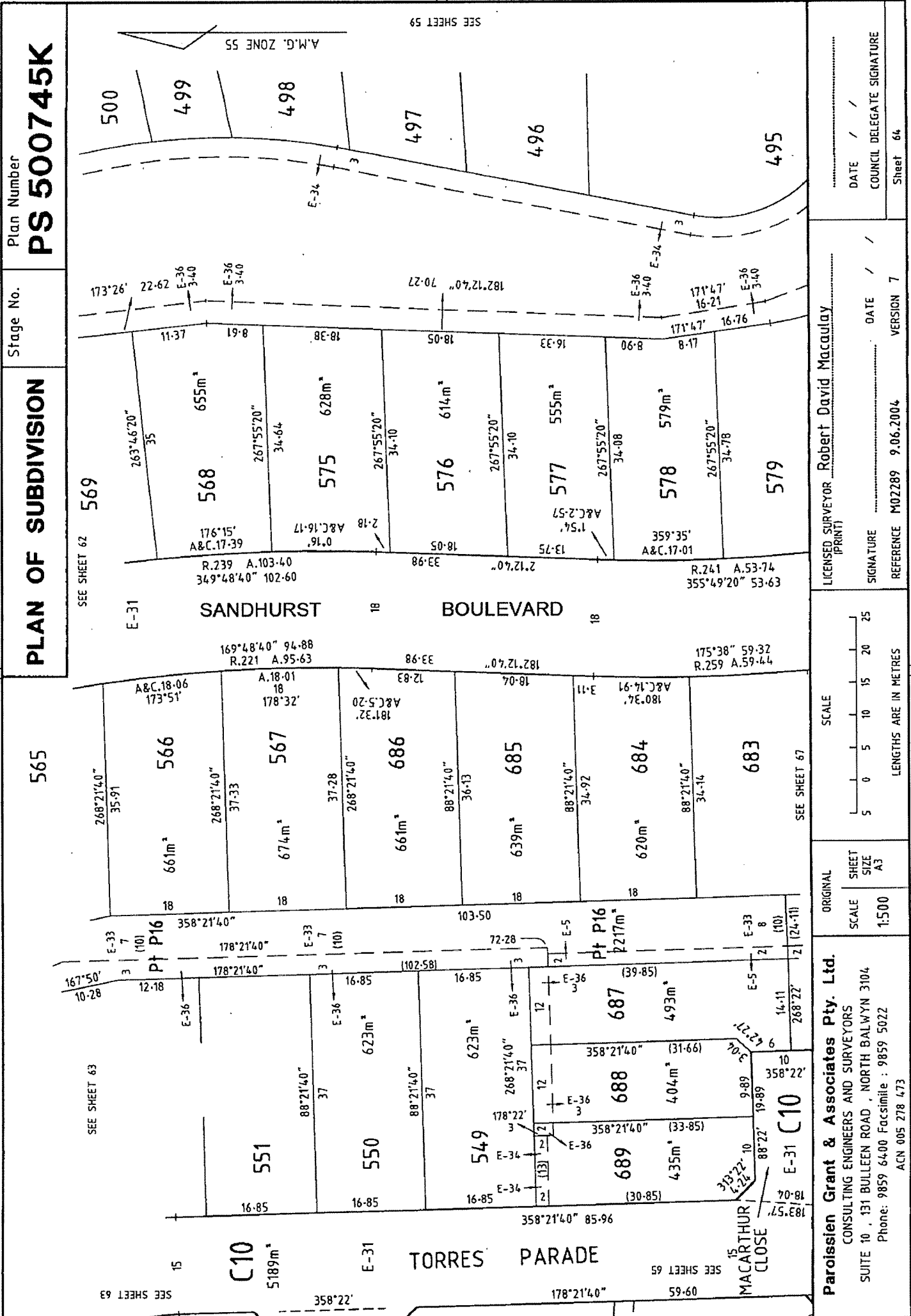
PS 500745K



ORIGINAL		SCALE		LICENSED SURVEYOR <u>Robert David Macaulay</u>		DATE / /	
SCALE	SHEET SIZE	5 0 5 10 15 20 25		(PRINT)		COUNCIL DELEGATE SIGNATURE	
1:500	A3	LENGTHS ARE IN METRES		SIGNATURE		DATE / /	
				S07137		VERSION 7	
				REF. M02289 9.06.2004		Sheet 62	



Parioisien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 005 278 473	ORIGINAL SCALE 1:500	SHEET SIZE A3	SCALE 5 0 5 10 15 20 25 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) Robert David Macaulay	SIGNATURE REFERENCE M02289 9.06.2004	DATE / / COUNCIL DELEGATE SIGNATURE
	VERSION 7	DATE / /	SHEET 63	DATE / /	DATE / /	DATE / /



Plan Number
PS 500745K

Stage No.
565

PLAN OF SUBDIVISION

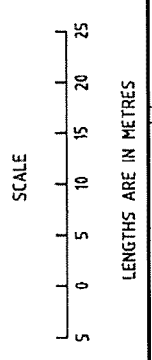
LICENSED SURVEYOR **Robert David Macaulay**
(PRINT)

SIGNATURE _____ DATE / /

REFERENCE **M02289 9.06.2004** VERSION **7**

COUNCIL DELEGATE SIGNATURE _____

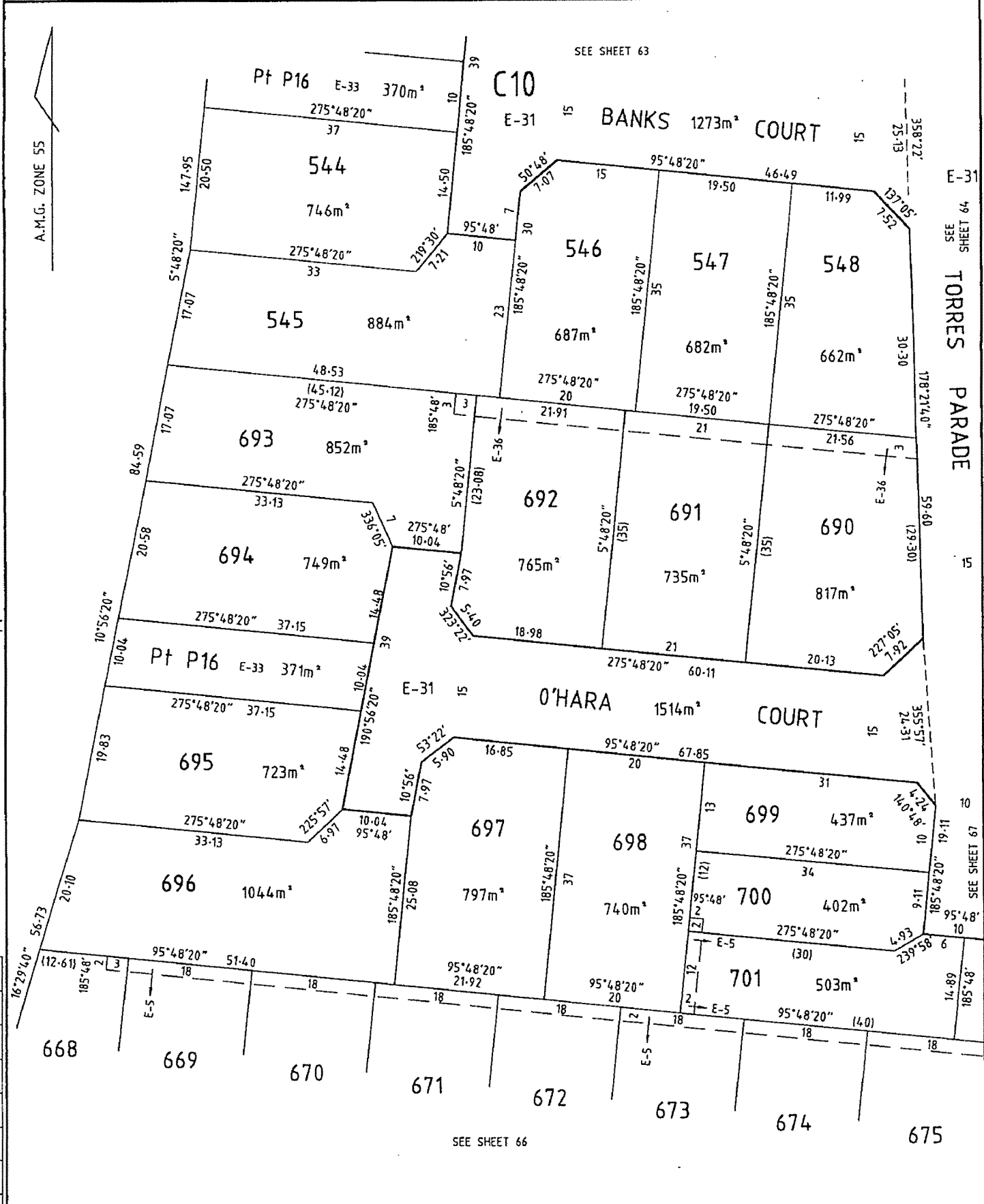
Sheet **64**



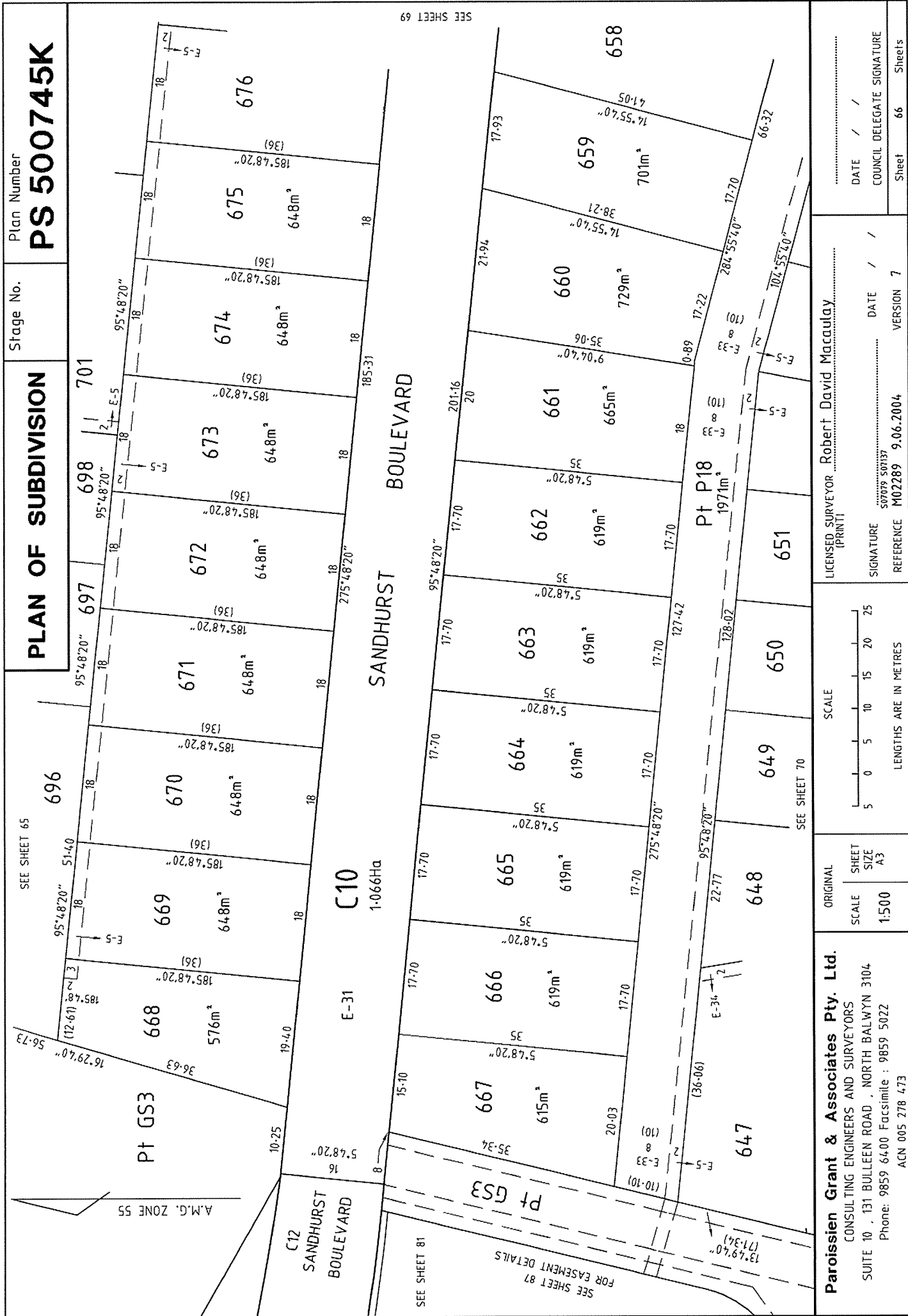
ORIGINAL SCALE 1:500 SHEET SIZE A3

Paroissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 005 278 473

Parolsson Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 005 278 473	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 500745K
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ORIGINAL	SCALE	LICENSED SURVEYOR <u>Robert David Macaulay</u> (PRINT)	DATE / /
SCALE 1:500	SHEET SIZE A3 LENGTHS ARE IN METRES	SIGNATURE	DATE / /
		REF. M02289 9.06.2004	VERSION 7
		COUNCIL DELEGATE SIGNATURE Sheet 65	



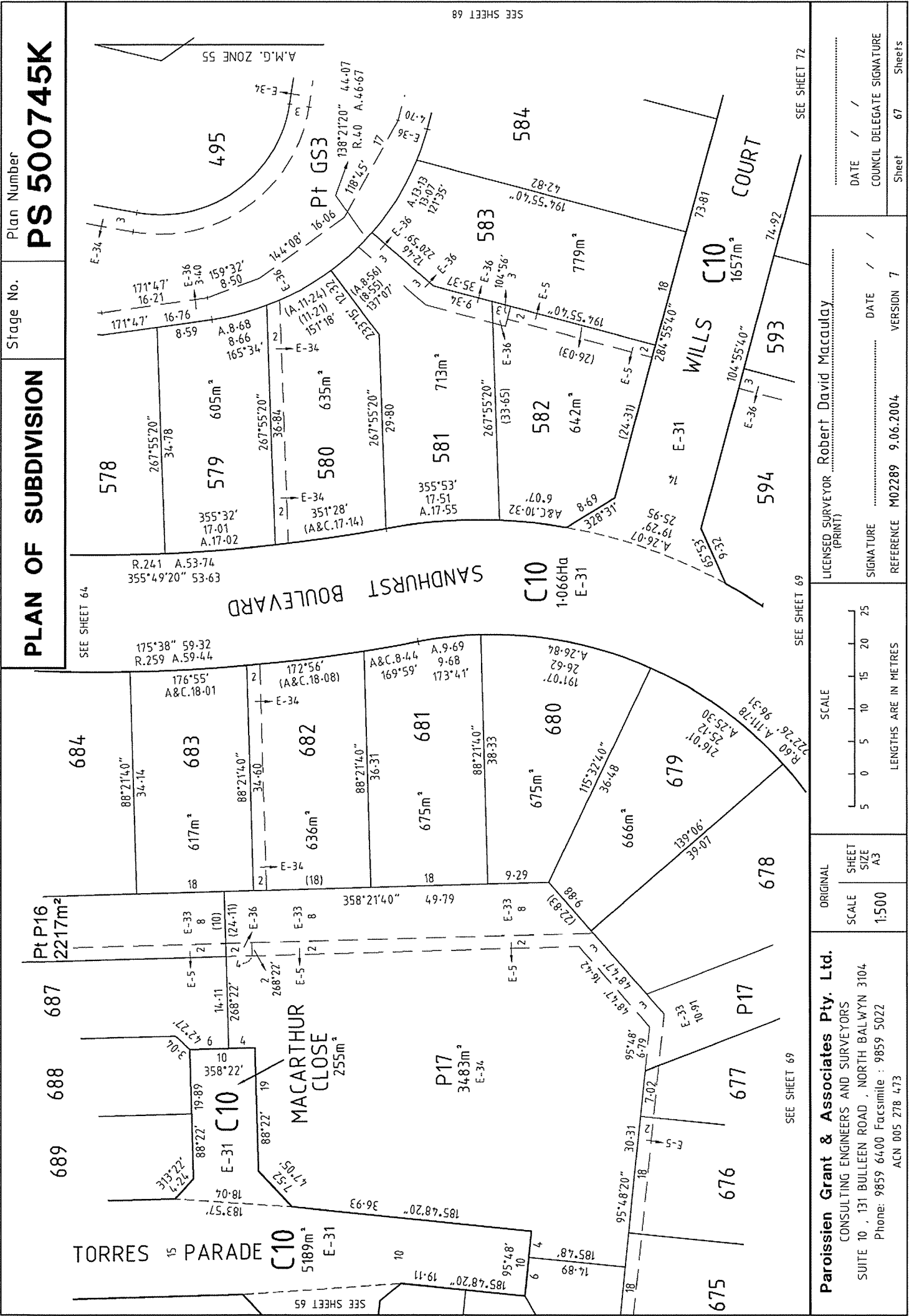
SEE SHEET 69

Stage No. **PS 500745K**

Plan Number **PS 500745K**

PLAN OF SUBDIVISION

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 005 278 473	ORIGINAL SCALE 1:500 SHEET SIZE A3	SCALE 5 0 5 10 15 20 25 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) Robert David Macaulay	DATE / / COUNCIL DELEGATE SIGNATURE	SHEET 66 SHEETS 66
	SIGNATURE REFERENCE M02289 9.06.2004	VERSION 7	DATE / / COUNCIL DELEGATE SIGNATURE	DATE / / COUNCIL DELEGATE SIGNATURE	SHEET 66 SHEETS 66



LICENSED SURVEYOR (PRINT) Robert David Macaulay	DATE / /
SIGNATURE	COUNCIL DELEGATE SIGNATURE
REFERENCE M02289 9.06.2004	VERSION 7
SHEET 67	SHEETS

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

SCALE 5 0 5 10 15 20 25	LENGTHS ARE IN METRES
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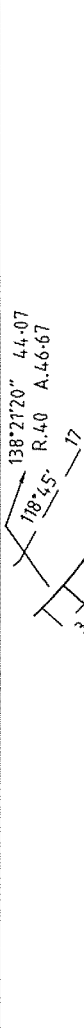
Paroissien Grant & Associates Pty. Ltd.
 CONSULTING ENGINEERS AND SURVEYORS
 SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
 Phone: 9859 6400 Facsimile: 9859 5022
 ACN 005 278 473

PLAN OF SUBDIVISION

Stage No. **PS 500745K**

Plan Number

SEE SHEET 59



SEE SHEET 67

SEE SHEET 69

SEE SHEET 72

SEE SHEET 73

SEE SHEET 74

SEE SHEET 75

SEE SHEET 76

SEE SHEET 77

SEE SHEET 78

SEE SHEET 79

<p>Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 005 278 473</p>	<p>ORIGINAL SCALE 1:500 SHEET SIZE A3</p>	<p>SCALE 5 0 5 10 15 20 25 LENGTHS ARE IN METRES</p>	<p>LICENSED SURVEYOR Robert David Macaulay (PRINT)</p>	<p>SIGNATURE DATE / / REFERENCE M02289 9.06.2004 VERSION 7</p>	<p>DATE / / COUNCIL DELEGATE SIGNATURE Sheet 68 Sheets</p>
	<p>SEE SHEET 59</p>				

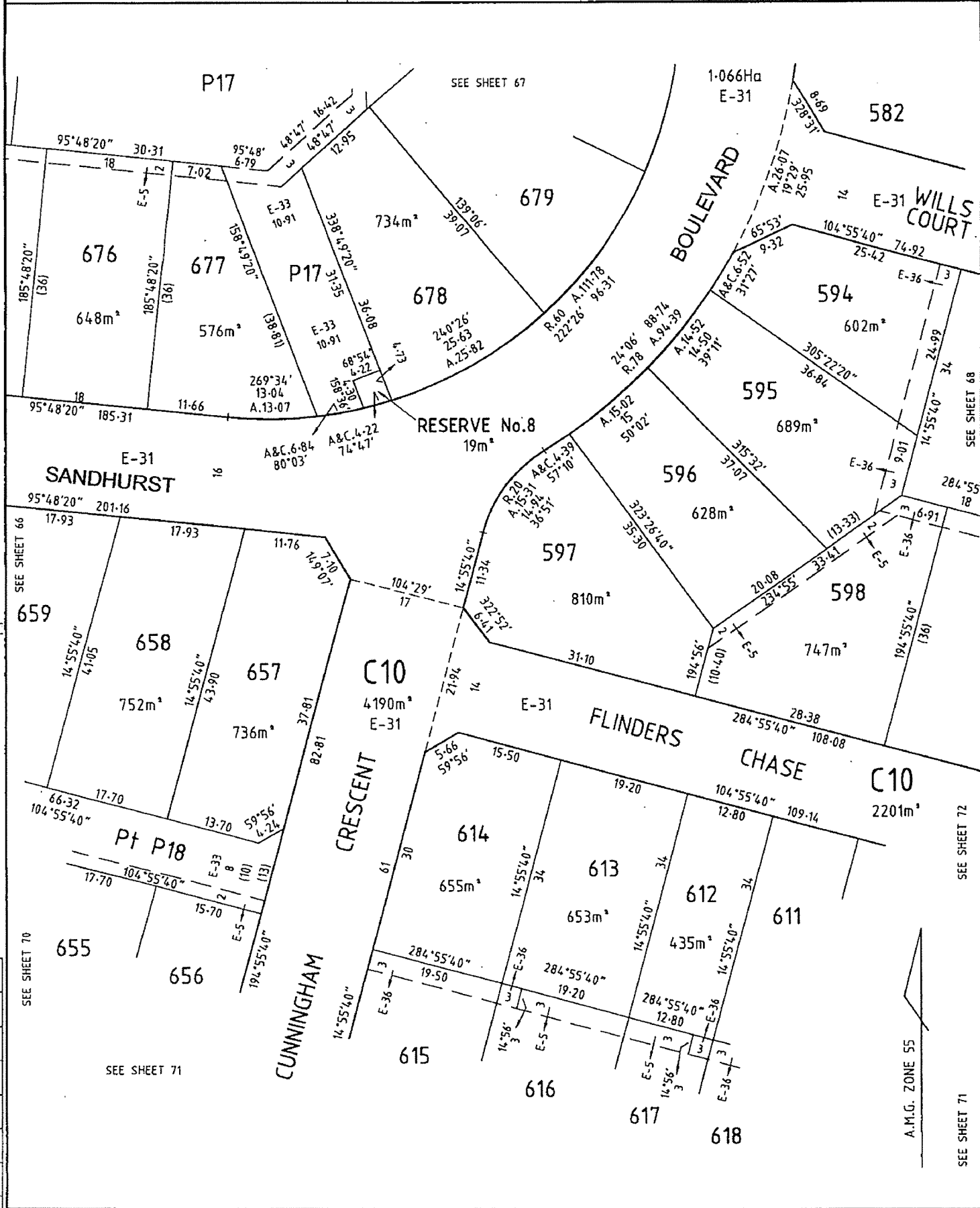
Parolssen Grant & Associates Pty. Ltd.
 CONSULTING ENGINEERS AND SURVEYORS
 SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
 Phone: 9859 6400 Facsimile: 9859 5022
 ACH 005 278 473

PLAN OF SUBDIVISION

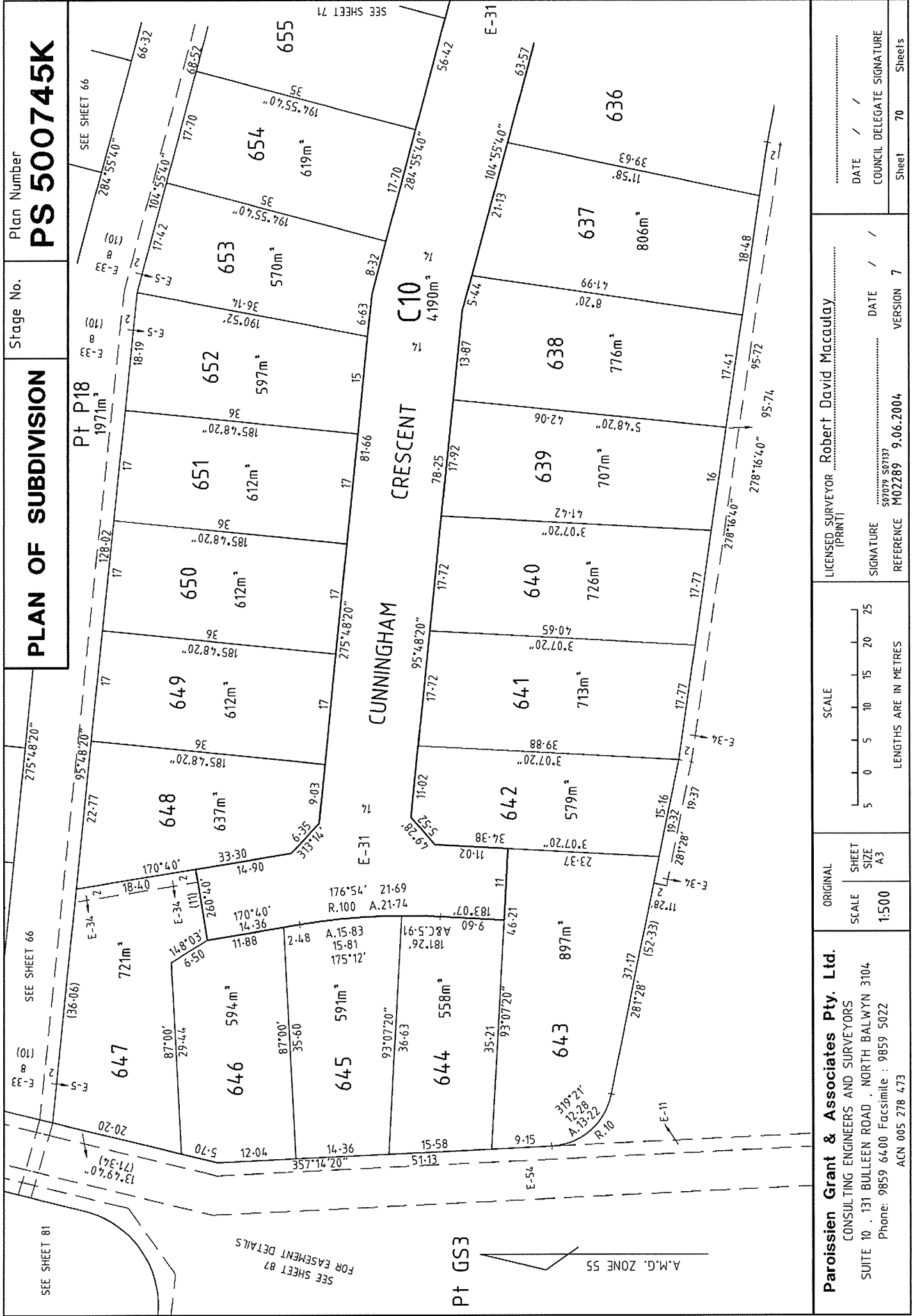
Stage No.

Plan Number

PS 500745K



ORIGINAL		SCALE		LICENSED SURVEYOR <u>Robert David Macaulay</u>		DATE / /	
SCALE	SHEET SIZE	5 0 5 10 15 20 25		(PRINT)		COUNCIL DELEGATE SIGNATURE	
1:500	A3	LENGTHS ARE IN METRES		SIGNATURE		DATE / /	
				REF. M02289 9.06.2004		VERSION 7	
				Sheet 69			



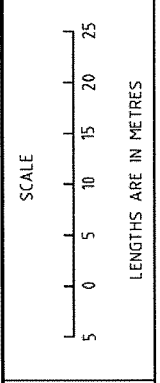
Stage No. **PS 500745K**

Plan Number **PS 500745K**

PLAN OF SUBDIVISION

DATE / /
COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR **Robert David Maccaulay**
SIGNATURE DATE / /
REFERENCE **M02289 9.06.2004** VERSION **7**



ORIGINAL SCALE SHEET SIZE
1:500 A3

Paroissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 005 278 473

Sheet 70 Sheets

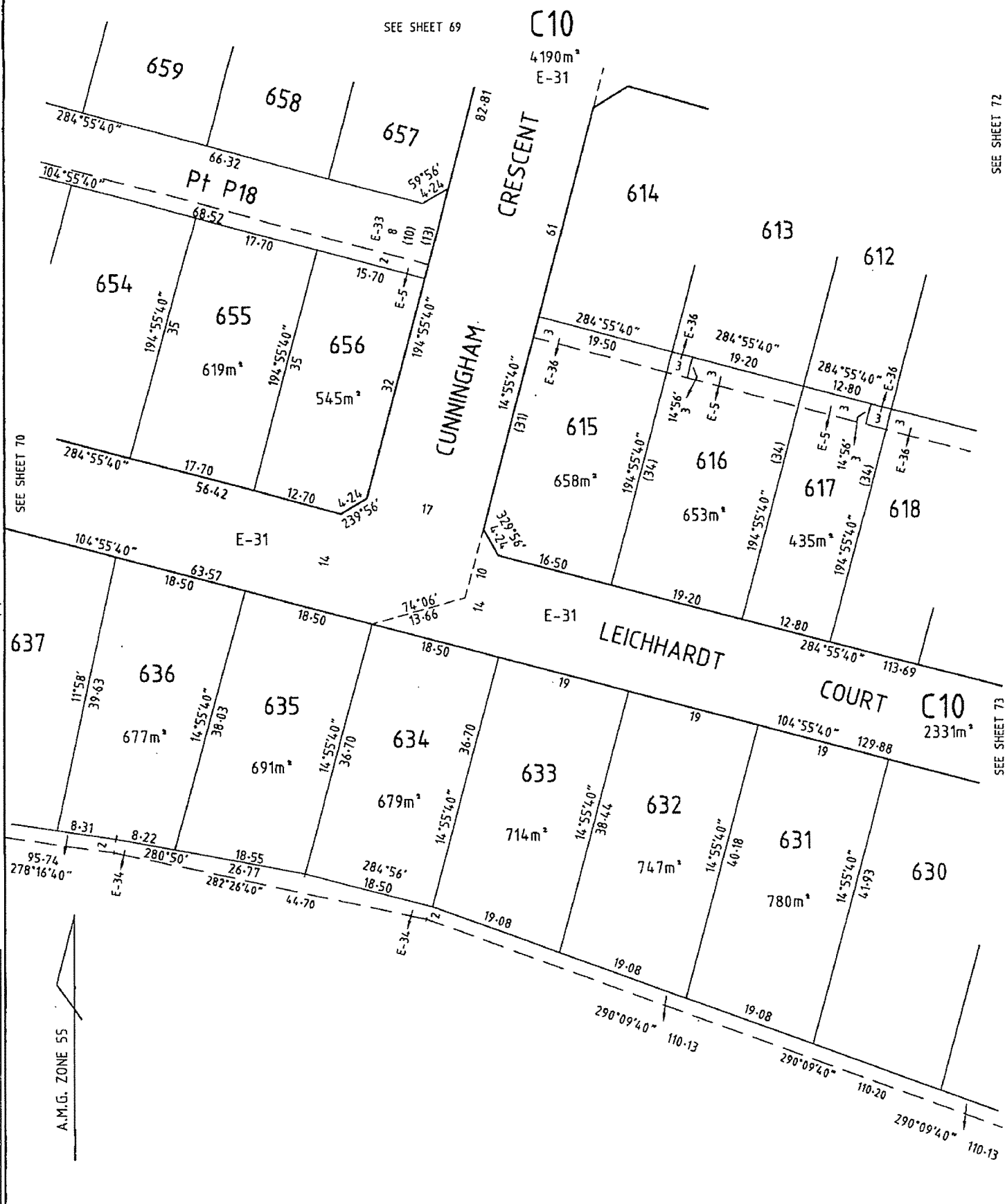
Parolsson Grant & Associates Pty. Ltd.
 CONSULTING ENGINEERS AND SURVEYORS
 SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
 Phone: 9859 6400 Facsimile: 9859 5022
 ACN 005 278 473

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K

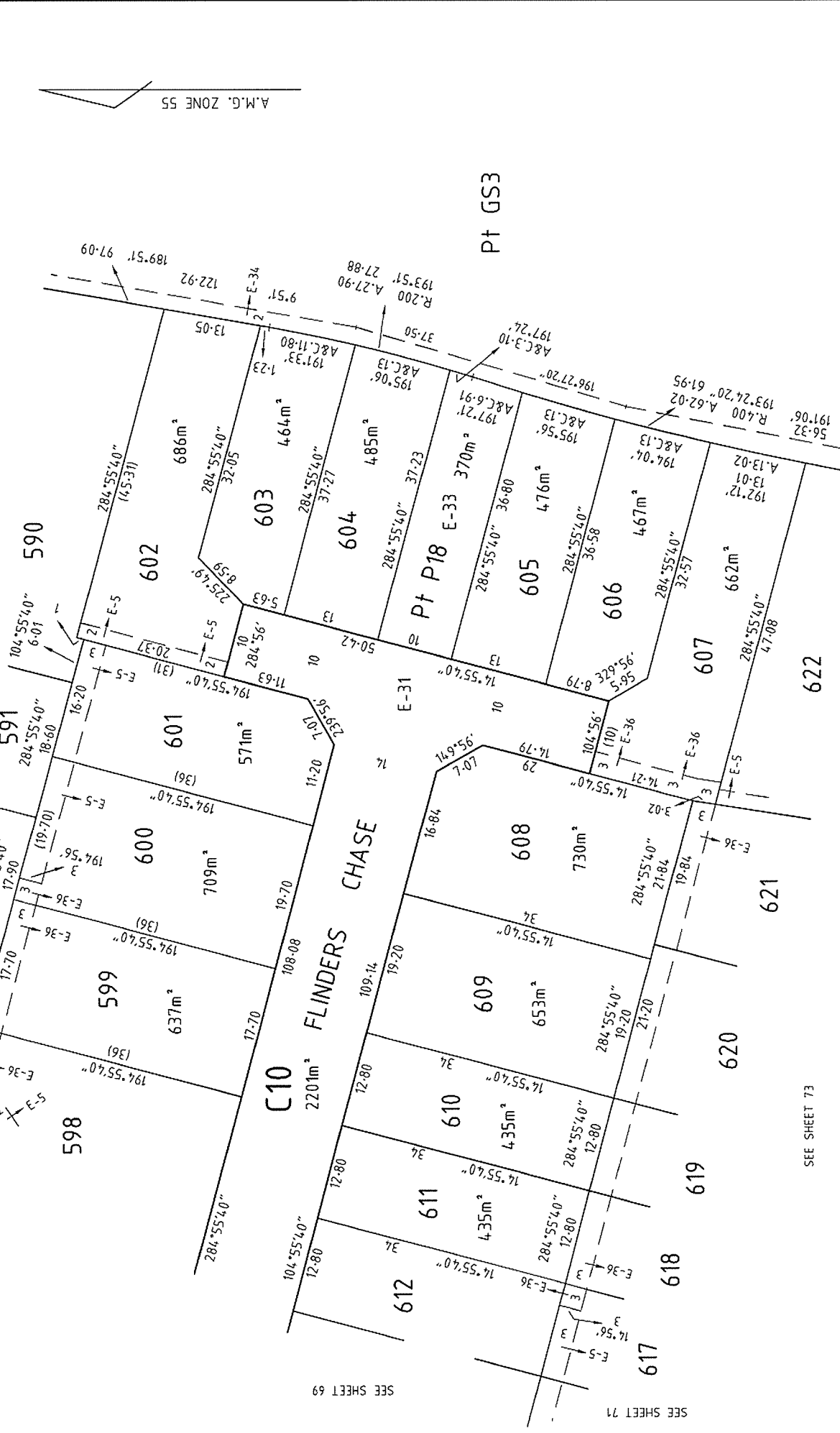


ORIGINAL		SCALE		LICENSED SURVEYOR <u>Robert David Macaulay</u>		DATE / /	
SCALE	SHEET SIZE	5 0 5 10 15 20 25		SIGNATURE		DATE / /	
1:500	A3	LENGTHS ARE IN METRES		REF. M02289 9.06.2004		COUNCIL DELEGATE SIGNATURE	
				VERSION 7		Sheet 71	

PLAN OF SUBDIVISION

Stage No. **PS 500745K**

Plan Number



LICENSED SURVEYOR **Robert David Macaulay**
 (PRINT)
 SIGNATURE DATE / /
 REFERENCE **M02289 9.06.2004** VERSION **7**
 Sheet **72** Sheets

SCALE
 5 0 5 10 15 20 25
 LENGTHS ARE IN METRES

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

Paroissien Grant & Associates Pty. Ltd.
 CONSULTING ENGINEERS AND SURVEYORS
 SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
 Phone: 9859 6400 Facsimile: 9859 5022
 ACN 005 278 473

SEE SHEET 73

SEE SHEET 71

SEE SHEET 69

Paroissien Grant & Associates Pty. Ltd.
 CONSULTING ENGINEERS AND SURVEYORS
 SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
 Phone: 9859 6400 Facsimile: 9859 5022
 ACN 005 278 473

PLAN OF SUBDIVISION

Stage No.

Plan Number

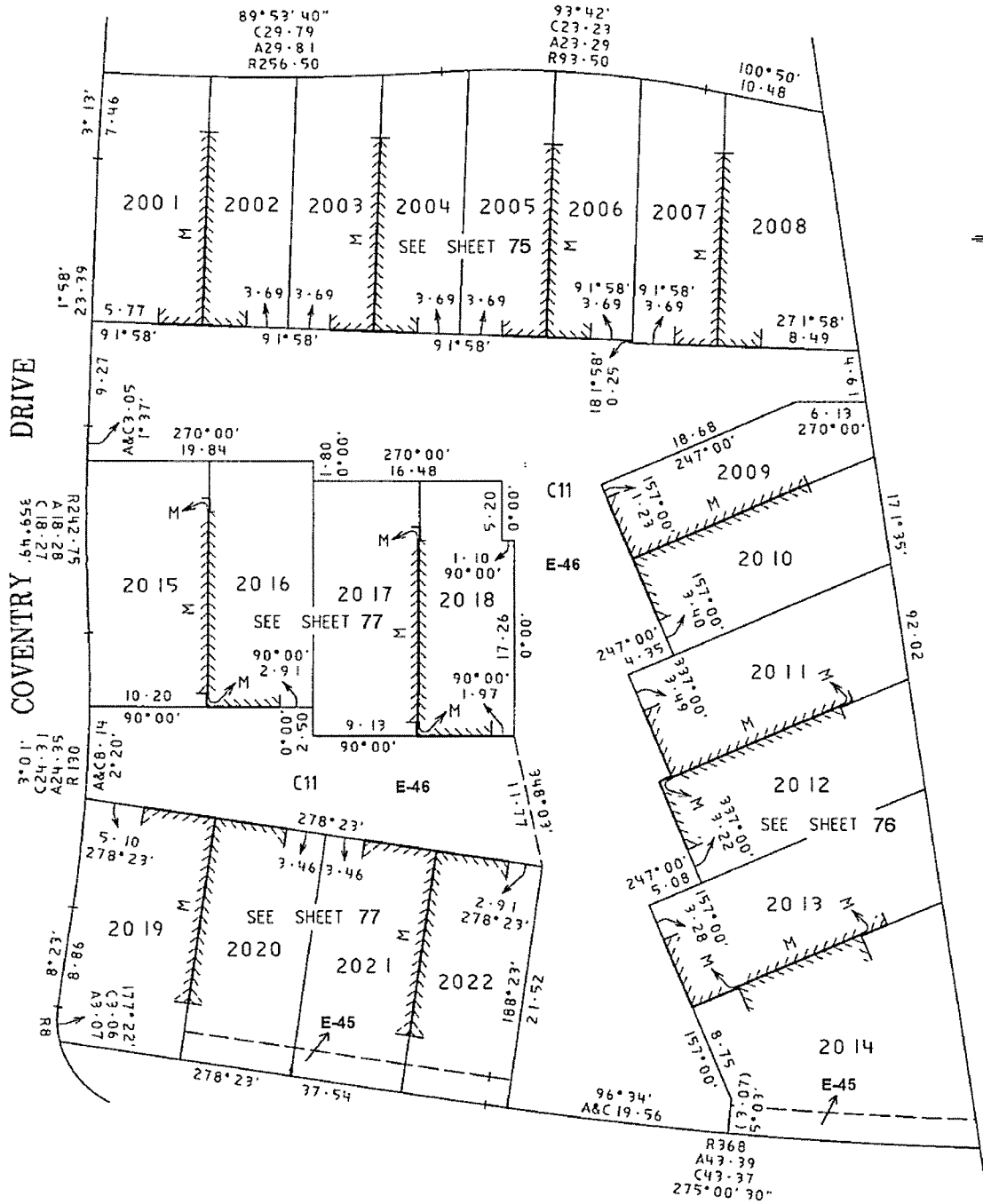
PS 500745K




ORIGINAL		SCALE		LICENSED SURVEYOR <u>Robert David Macaulay</u>		
SCALE	SHEET SIZE	5 0 5 10 15 20 25		(PRINT)	SIGNATURE	DATE / /	DATE / /
1:500	A3	LENGTHS ARE IN METRES				COUNCIL DELEGATE SIGNATURE
				REF. M02289 9.06.2004	VERSION 7		Sheet 73

<h1>PLAN OF SUBDIVISION</h1>	Stage No.	Plan Number PS 500745K
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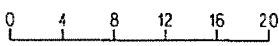
SEE SHEET 32



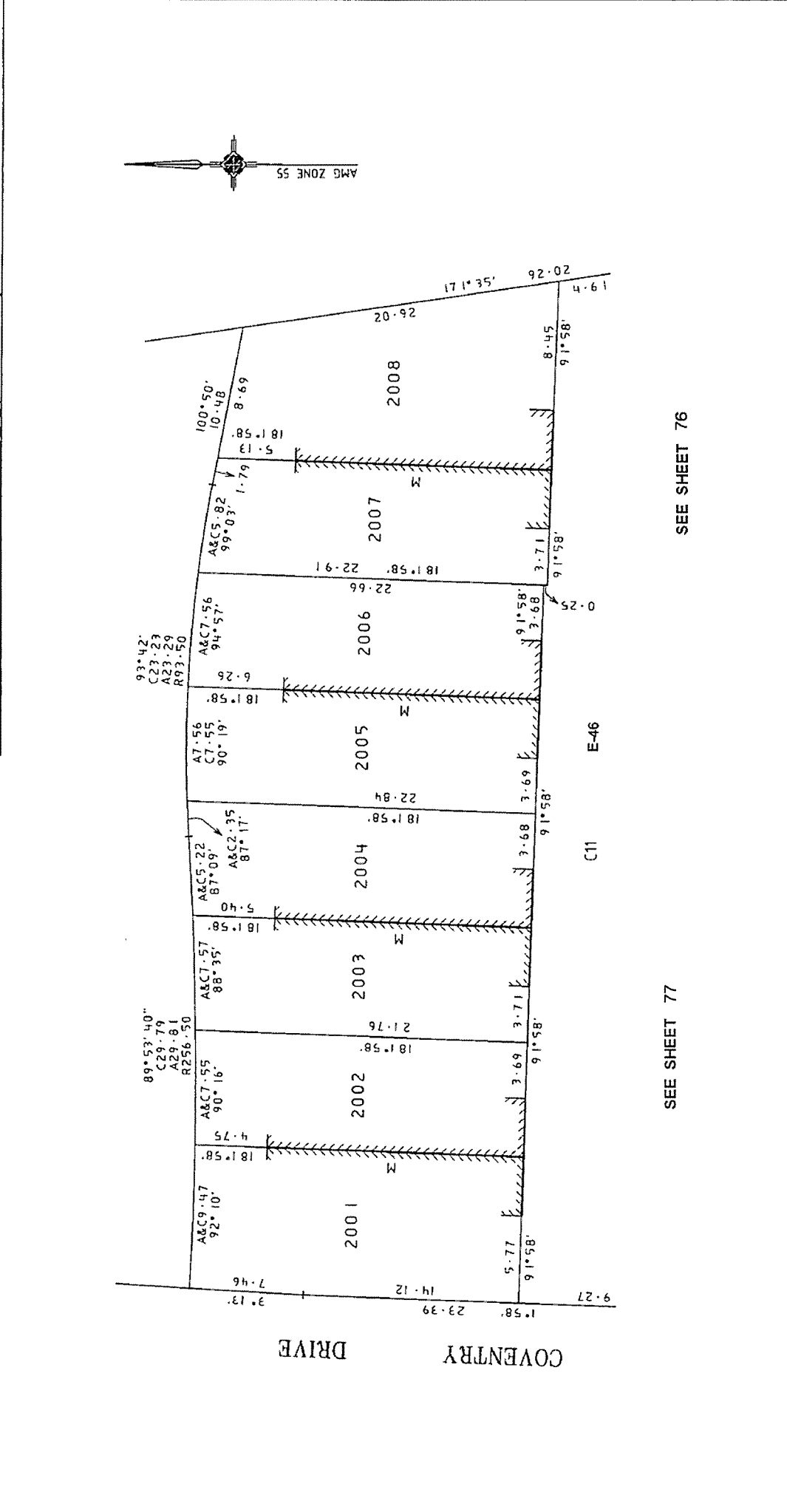


WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS

5 MAIN ST, MORNINGTON PH.(03)5975 4644
LEVEL 2, 470 ST.KILDA RD, MELBOURNE PH.(03)9820 8144

ORIGINAL SCALE	SHEET SIZE	SCALE	LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG	SHEET 74
1:400	A3	 <p style="font-size: x-small;">LENGTHS ARE IN METRES</p>	SIGNATURE	DATE 6/10/2003
			REF 34998	VERSION 5
				DATE / /20
				COUNCIL DELEGATE SIGNATURE
				ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION



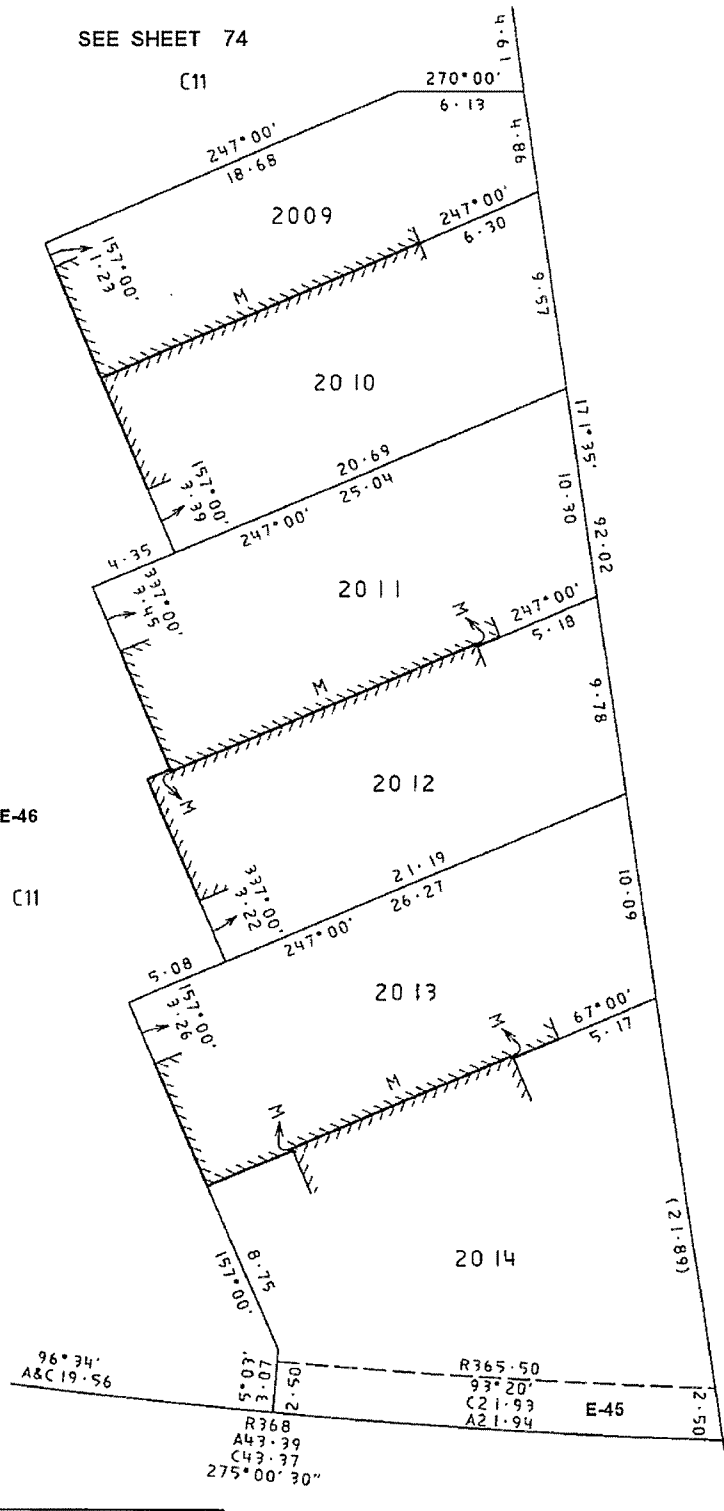
Plan Number PS 500745K	Stage No.	SHEET 75	
SEE SHEET 76		SEE SHEET 77	
LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG SIGNATURE DATE 6/10/2003 REF 34998 VERSION 5		ORIGINAL SHEET SIZE A3	
SCALE 0 2.5 5 7.5 10 12.5 LENGTHS ARE IN METRES		ORIGINAL SHEET SIZE A3	
WATSONS PTY. LTD. CIVIL ENGINEERS LICENSED SURVEYORS TOWN PLANNERS <small>5 MAIN ST. MORNINGTON PH. (03) 5975 4644 LEVEL 2, 470 ST. KILDA RD. MELBOURNE PH. (03) 9820 8144</small>		ORIGINAL SHEET SIZE A3	

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K



WATSONS PTY. LTD.

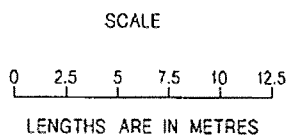
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS

5 MAIN ST, MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST.KILDA RD, MELBOURNE PH.(03) 9620 8144



SHEET 76

ORIGINAL SCALE SHEET SIZE
1:250 A3



LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE DATE 6/10/2003
REF 34998 VERSION 5

DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

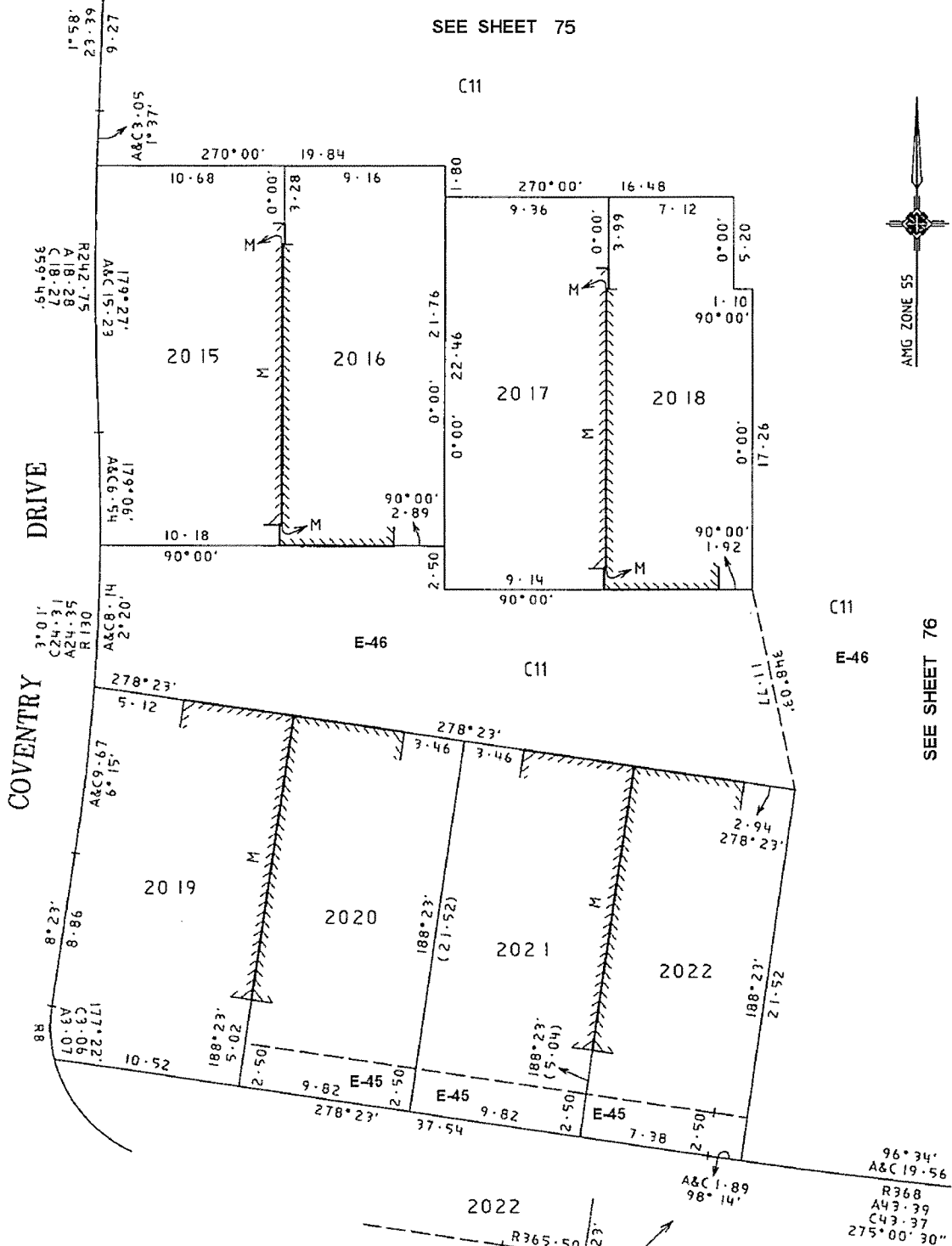
Stage No.

Plan Number

PS 500745K

SEE SHEET 75

C11

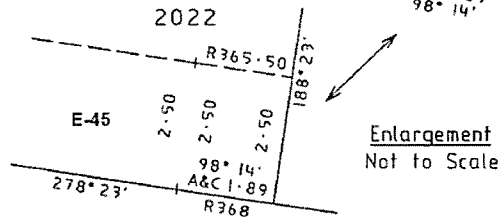


SEE SHEET 76

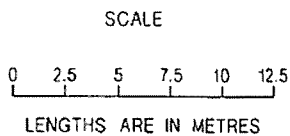
WATSONS PTY. LTD.

CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS

5 MAIN ST, MORNINGTON PH. (03) 5975 4844
LEVEL 2, 470 ST. KILDA RD, MELBOURNE PH. (03) 9820 8144



ORIGINAL SCALE 1:250
SHEET SIZE A3



LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE DATE 6/10/2003
REF 34998 VERSION 5

SHEET 77

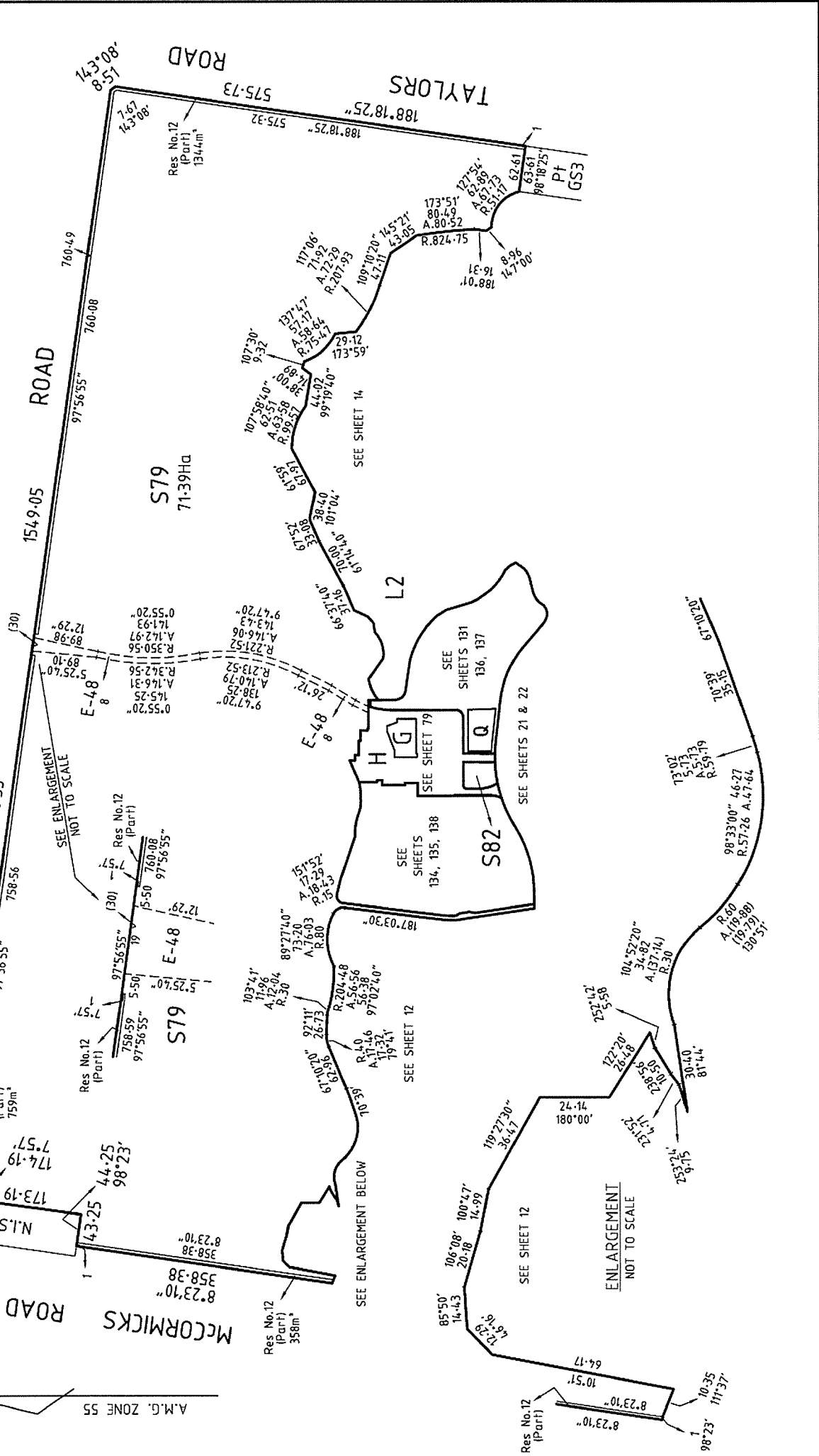
DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

Stage No. **PS 500745K**

Plan Number

758-56 THOMPSON ROAD
1549-05 ROAD
McCORMICKS ROAD



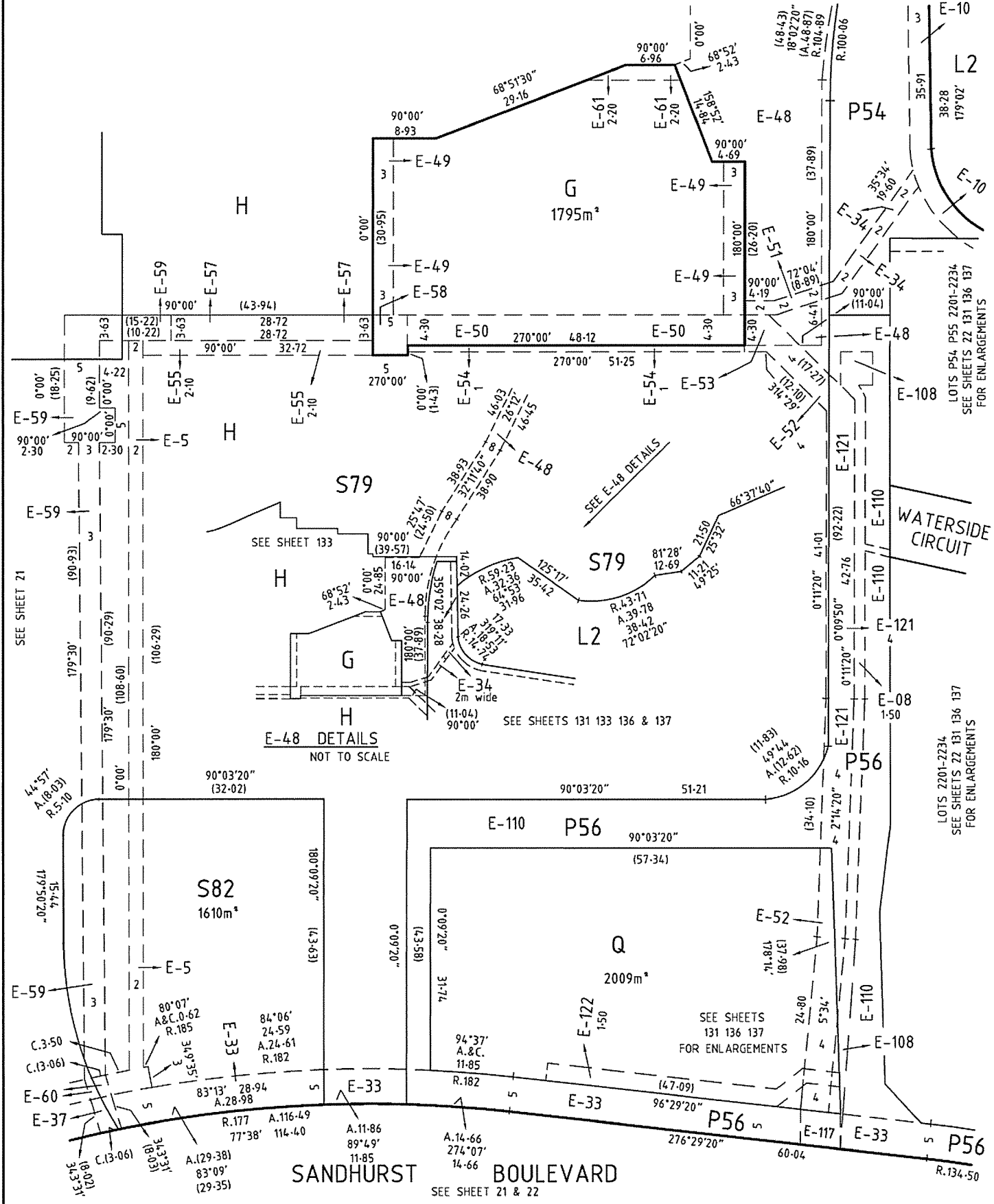
Pariois Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 005 278 473	ORIGINAL SCALE 1:5000	SHEET SIZE A3	SCALE 50 0 50 100 150 200 250 LENGTHS ARE IN METRES
	LICENSED SURVEYOR Robert David Macaulay SIGNATURE <i>Robert David Macaulay</i> REFERENCE S05028 19/12/05 DATE / / COUNCIL DELEGATE SIGNATURE _____ Sheet 78		

Paroissien Grant & Associates Pty. Ltd.
 CONSULTING ENGINEERS AND SURVEYORS
 SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
 Phone: 9859 6400 Facsimile : 9859 5022
 ACN 005 278 473

PLAN OF SUBDIVISION

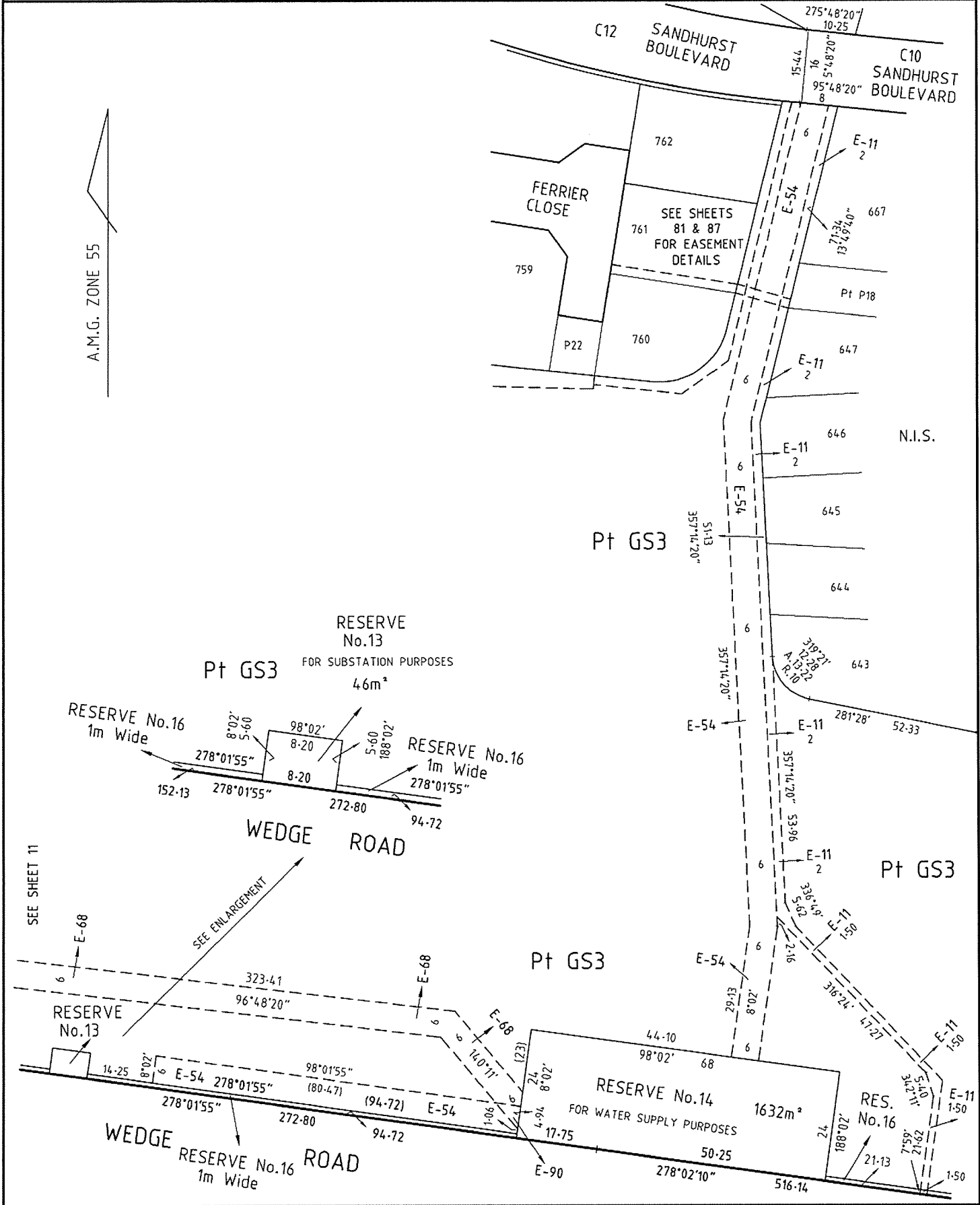
Stage No. Plan Number
PS 500745K

SEE SHEET 78



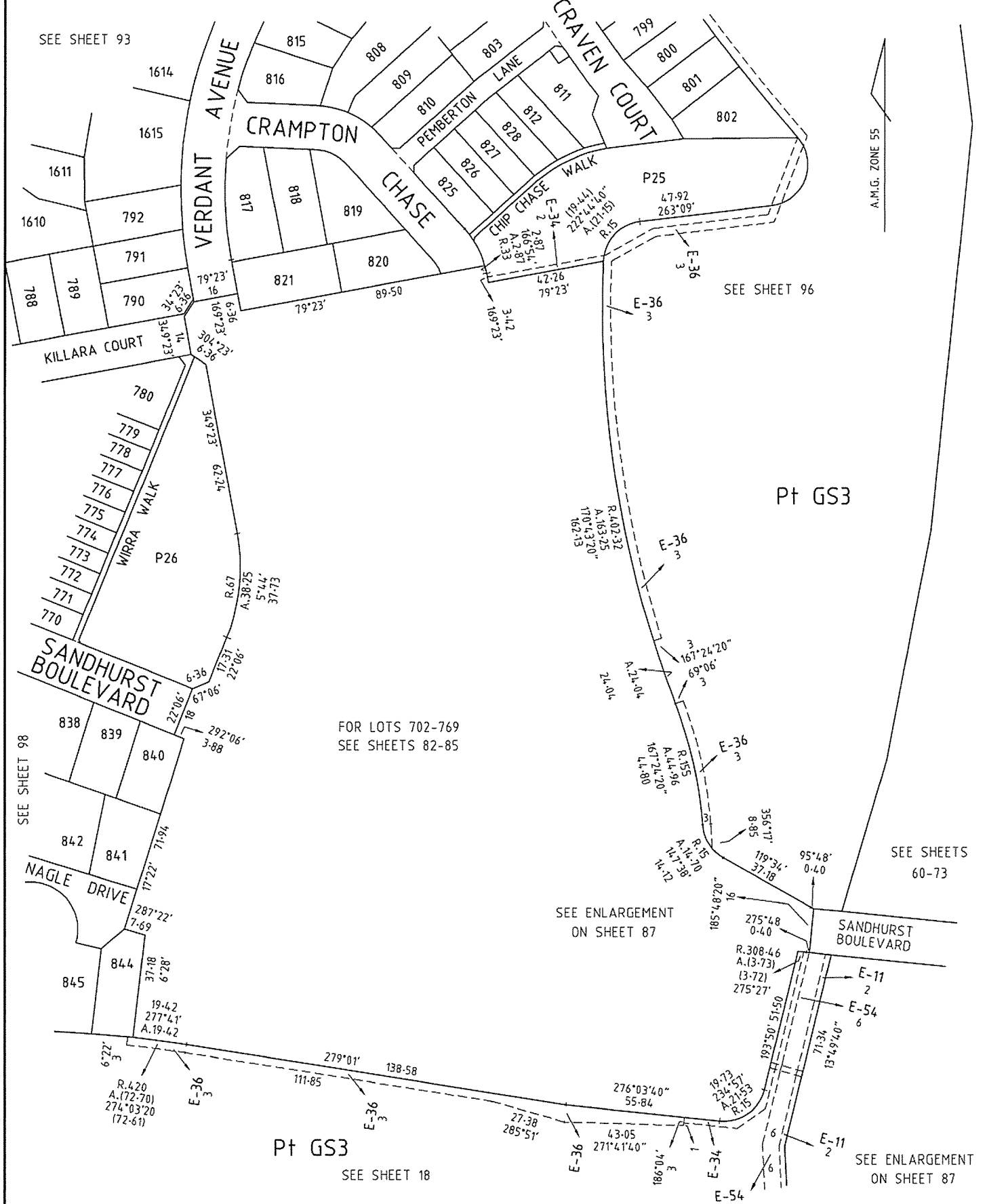
ORIGINAL	SCALE	LICENSED SURVEYOR <u>Robert David Macaulay</u>	DATE / /
SCALE 1:500	SHEET SIZE A3	(PRINT) SIGNATURE	DATE / /
<p>LENGTHS ARE IN METRES</p>		REF. S07128 20.06.2011 S12065 S12155 S14054 VERSION 5	COUNCIL DELEGATE SIGNATURE Sheet 79

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 005 278 473	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 500745K
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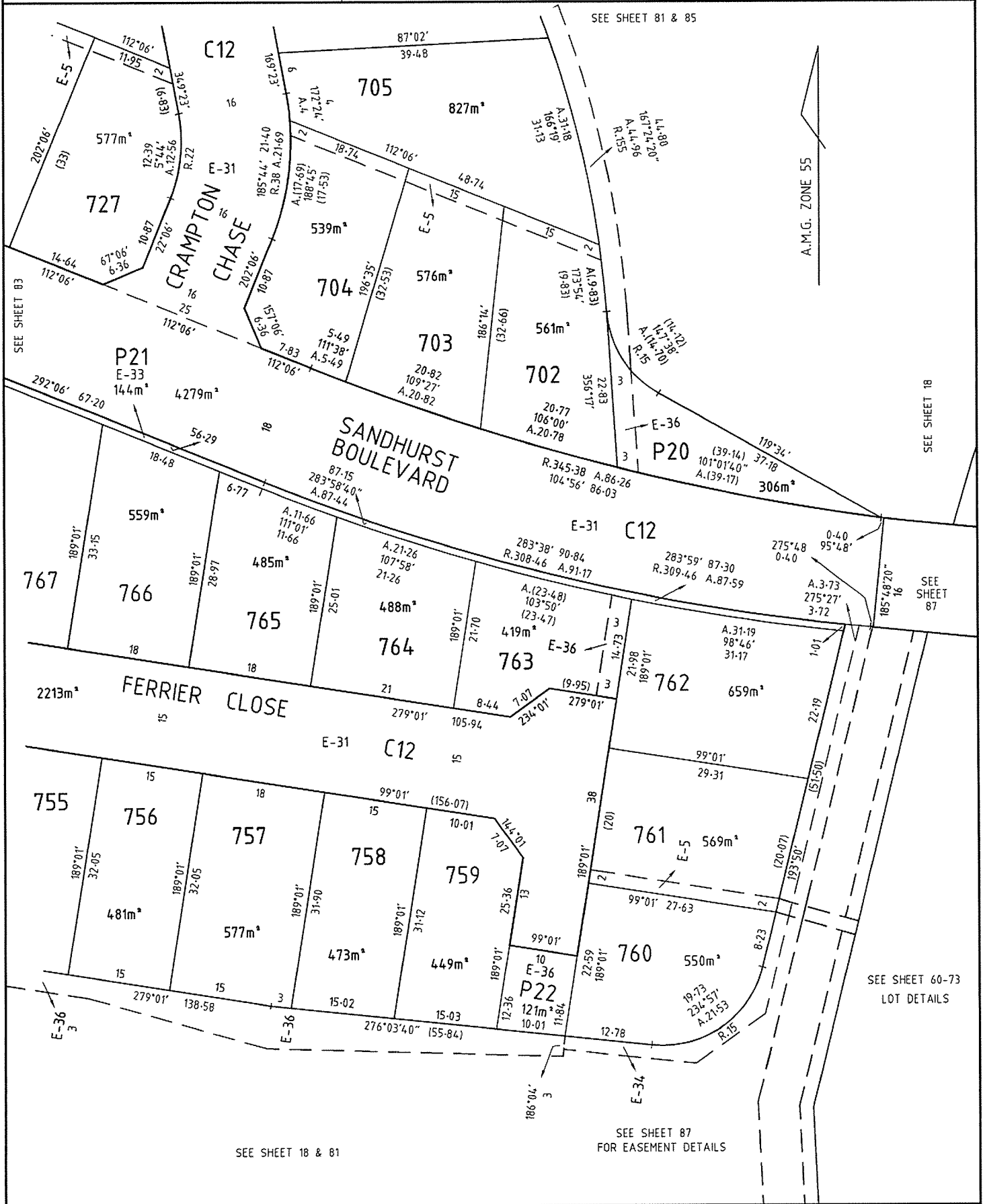
ORIGINAL SCALE 1:750	SCALE LENGTHS ARE IN METRES	LICENSED SURVEYOR Robert David Macaulay..... (PRINT) SIGNATURE DATE / / <small>S07079, S07137, S09143 S11002</small> REF. S07017 13.07.2007	DATE / / COUNCIL DELEGATE SIGNATURE Sheet 80 of Sheets
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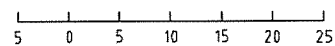
Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 123 888 326 ABN 53 123 888 326	PLAN OF SUBDIVISION	Stage No. _____ Plan Number PS 500745K
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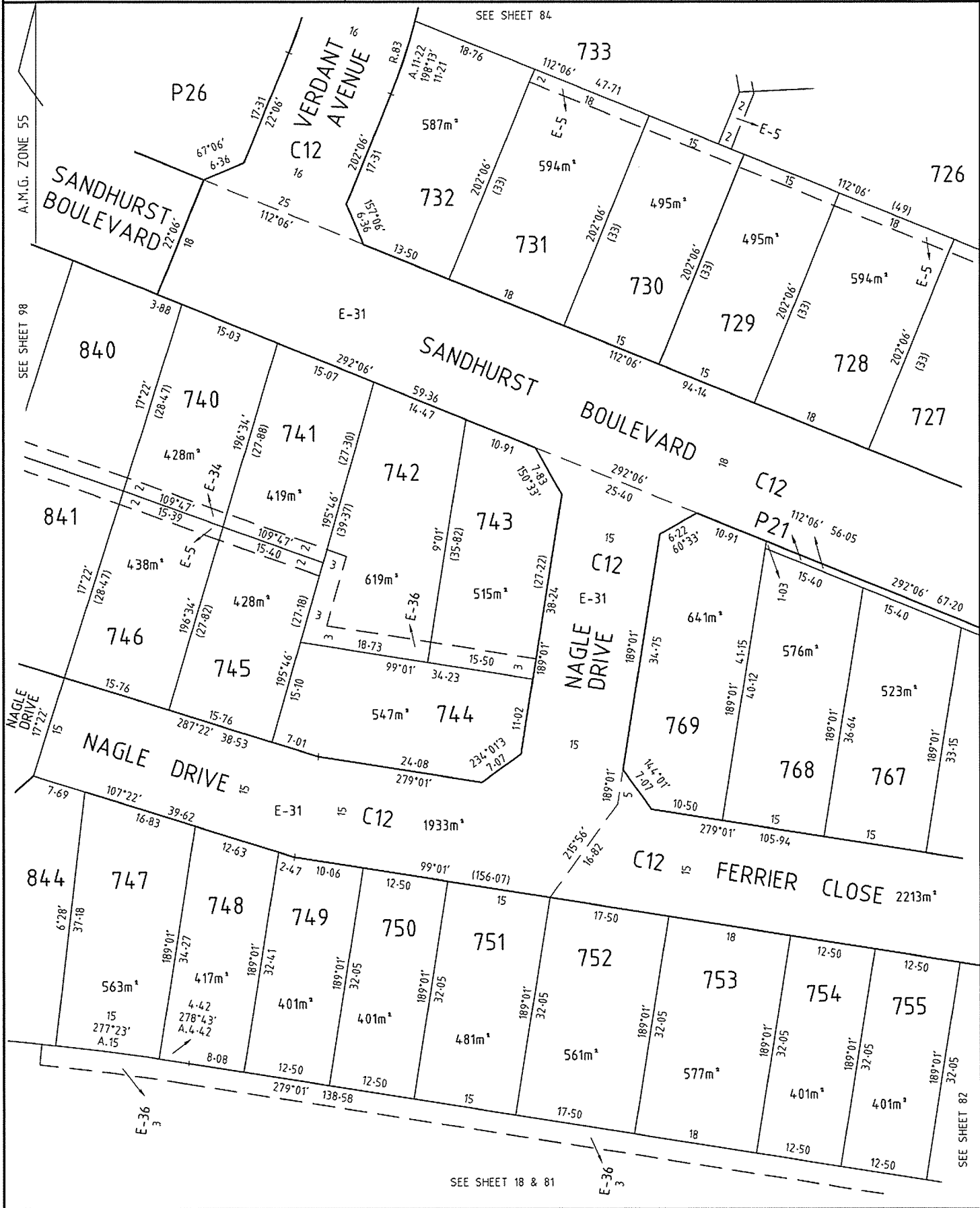


ORIGINAL	SCALE	LICENCED SURVEYOR <u>Robert David Macaulay</u>													
SCALE 1:1250	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">0</td> <td style="text-align: center;">12.5</td> <td style="text-align: center;">25</td> <td style="text-align: center;">37.5</td> <td style="text-align: center;">50</td> <td style="text-align: center;">62.5</td> </tr> <tr> <td colspan="6" style="text-align: center; font-size: small;">LENGTHS ARE IN METRES</td> </tr> </table>	0	12.5	25	37.5	50	62.5	LENGTHS ARE IN METRES						(PRINT) SIGNATURE, DATE / / <small>S07137 S08092 S09068 REF. S07137 1.10.2008</small>	DATE / / COUNCIL DELEGATE SIGNATURE VERSION 6
0	12.5	25	37.5	50	62.5										
LENGTHS ARE IN METRES															
		Sheet 81 of Sheets													

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 005 278 473	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 500745K
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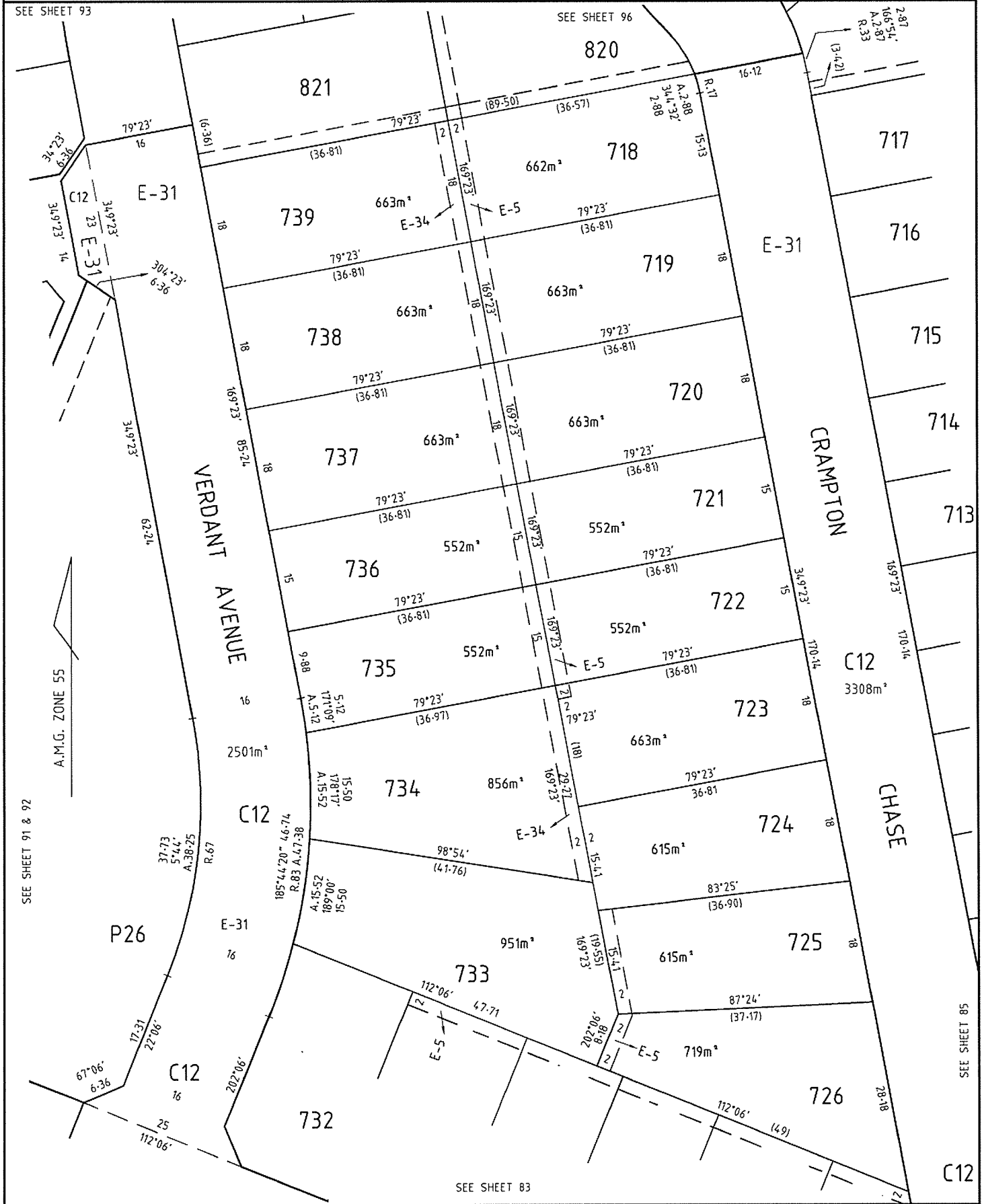


ORIGINAL SCALE 1:500	SCALE  LENGTHS ARE IN METRES	LICENSED SURVEYOR <u>Robert David Macaulay</u> (PRINT) SIGNATURE DATE / / REF. S07079 26.11.2008 VERSION 7	DATE / / COUNCIL DELEGATE SIGNATURE Sheet 82
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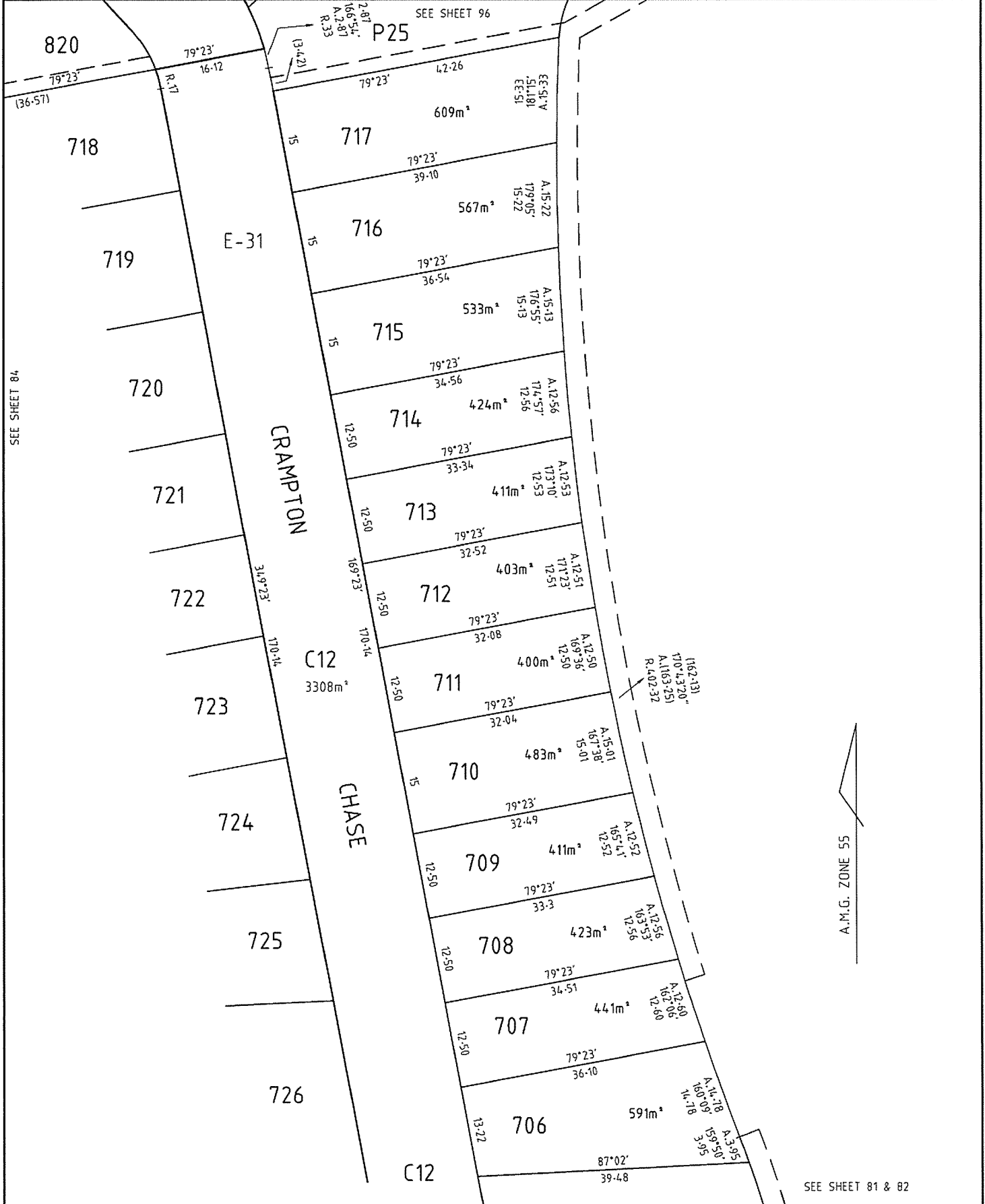
ORIGINAL	SCALE	LICENSED SURVEYOR <u>Robert David Macaulay</u> (PRINT) SIGNATURE DATE / / S07137 S08092 S09068 REF. S07079 26.11.2008	DATE / / COUNCIL DELEGATE SIGNATURE Sheet 83 of Sheets
SCALE 1:500	LENGTHS ARE IN METRES	VERSION 7	

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 005 278 473	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 500745K
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ORIGINAL	SCALE	LICENSED SURVEYOR <u>Robert David Macaulay</u> (PRINT) SIGNATURE DATE / / S07137 S08092 REF. S07079 26.11.2008	DATE / / COUNCIL DELEGATE SIGNATURE Sheet 84 of Sheets
SCALE 1:500	SHEET SIZE A3 LENGTHS ARE IN METRES	REF. S07079 26.11.2008 VERSION 7	

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 005 278 473	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 500745K
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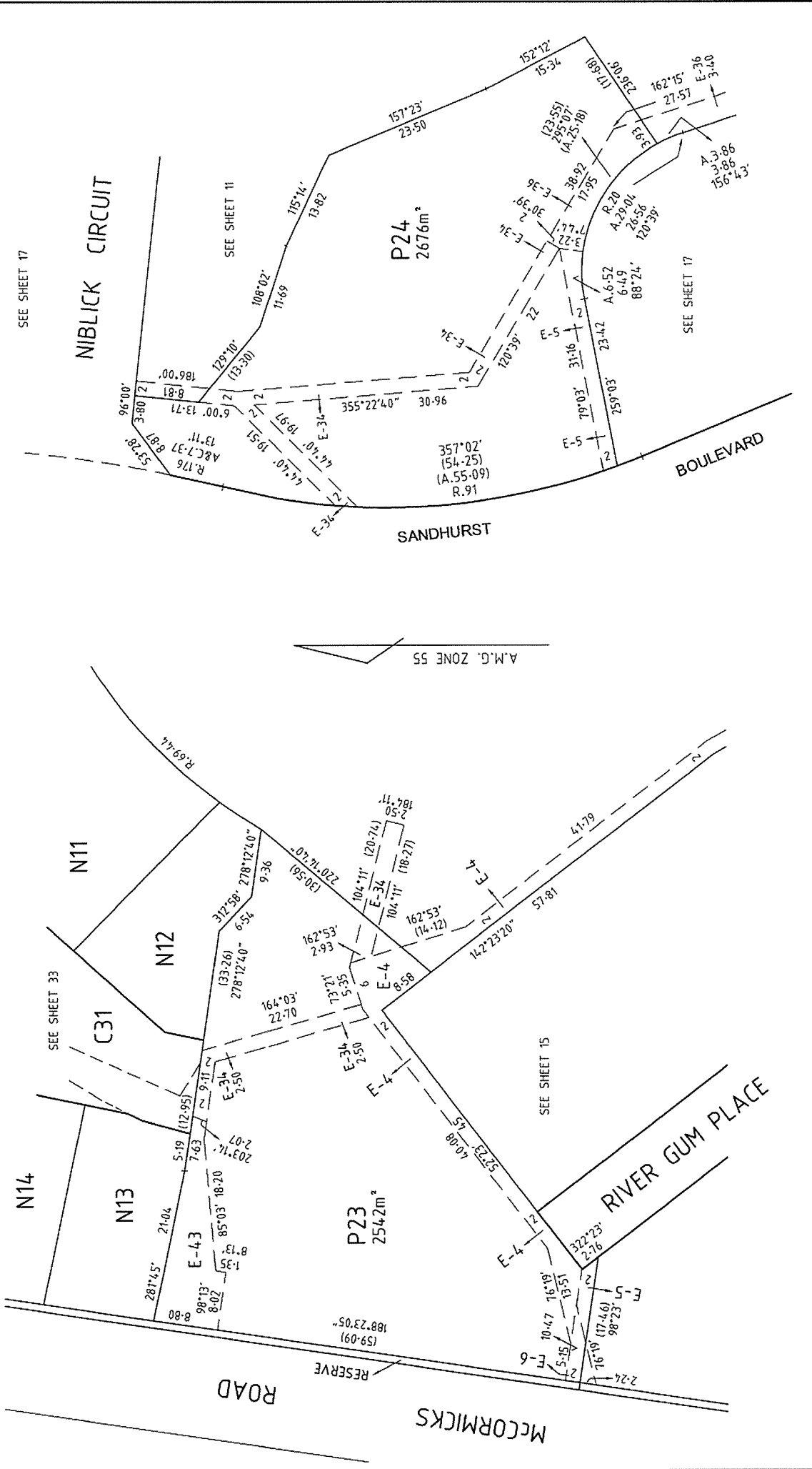


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PLAN OF SUBDIVISION

Stage No. **PS 500745K**

Plan Number



LICENSED SURVEYOR (PRINT) **Robert David Macaulay**

SIGNATURE *[Signature]* DATE / /
 REFERENCE **S07137 1.10.2008** VERSION **6**

SCALE
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 LENGTHS ARE IN METRES

ORIGINAL
 SCALE 1:500
 SHEET SIZE A3

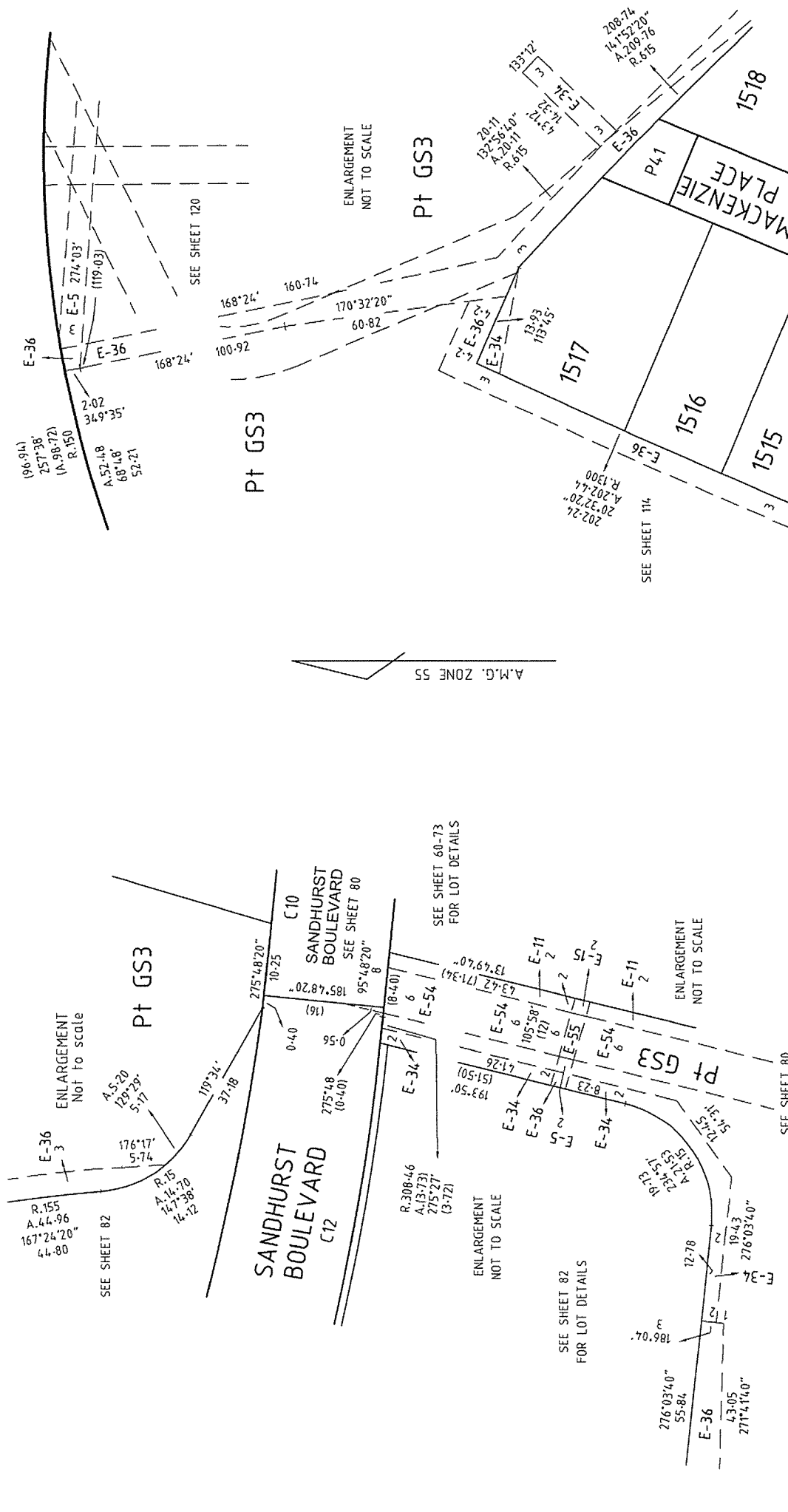
Paroissien Grant & Associates Pty. Ltd.
 CONSULTING ENGINEERS AND SURVEYORS
 SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
 Phone: 9859 6400 Facsimile: 9859 5022
 ACN 005 278 473

PLAN OF SUBDIVISION

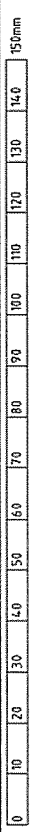
Stage No.

Plan Number

PS 500745K



Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 005 278 473	ORIGINAL SCALE N.T.S.	SHEET SIZE A3	SCALE N.T.S.	LENGTHS ARE IN METRES
	LICENSED SURVEYOR (PRINT) Robert David Macaulay			
S11002 SIGNATURE Robert David Macaulay S08092 S09143 S09095 S09157 S10025 S10026 S10027 S10028 REFERENCE 507137 1.10.2008	DATE / / COUNCIL DELEGATE SIGNATURE	DATE / / SHEET 87 OF 87 SHEETS		



PLAN OF SUBDIVISION

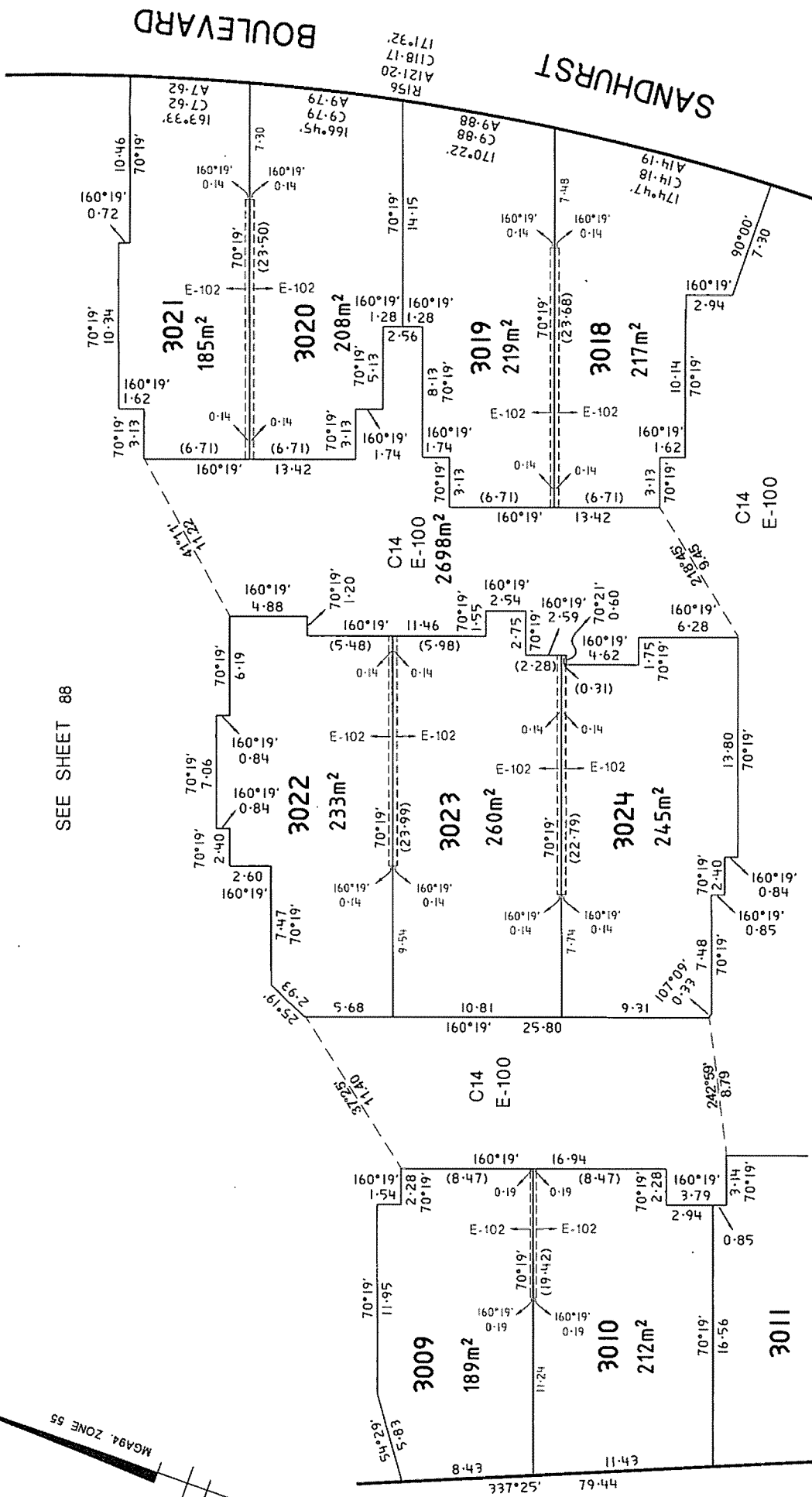
STAGE NO.

Plan Number

PS500745K

SEE SHEET 88

SEE SHEET 80



Sheet 89

TAYLORS DEVELOPMENT STRATEGISTS
 10/110 Fernside Drive, Fernside, SA 5062
 Phone: (08) 8373 3333 Fax: (08) 8373 3333
 Email: info@taylorstrategists.com.au Web: www.taylorstrategists.com.au

ORIGINAL SCALE 1:250 SHEET SIZE A3

SCALE 1:250 SHEET SIZE A3

LENGTHS ARE IN METRES

LICENSED SURVEYOR: LEO ALEXANDER BATEMAN

Signature: *Leo Alexander Bateman* Date: 3/3/09

REF. 0673-24L VERSION 10 3/03/09 MFY

Signature: *Johnstone*

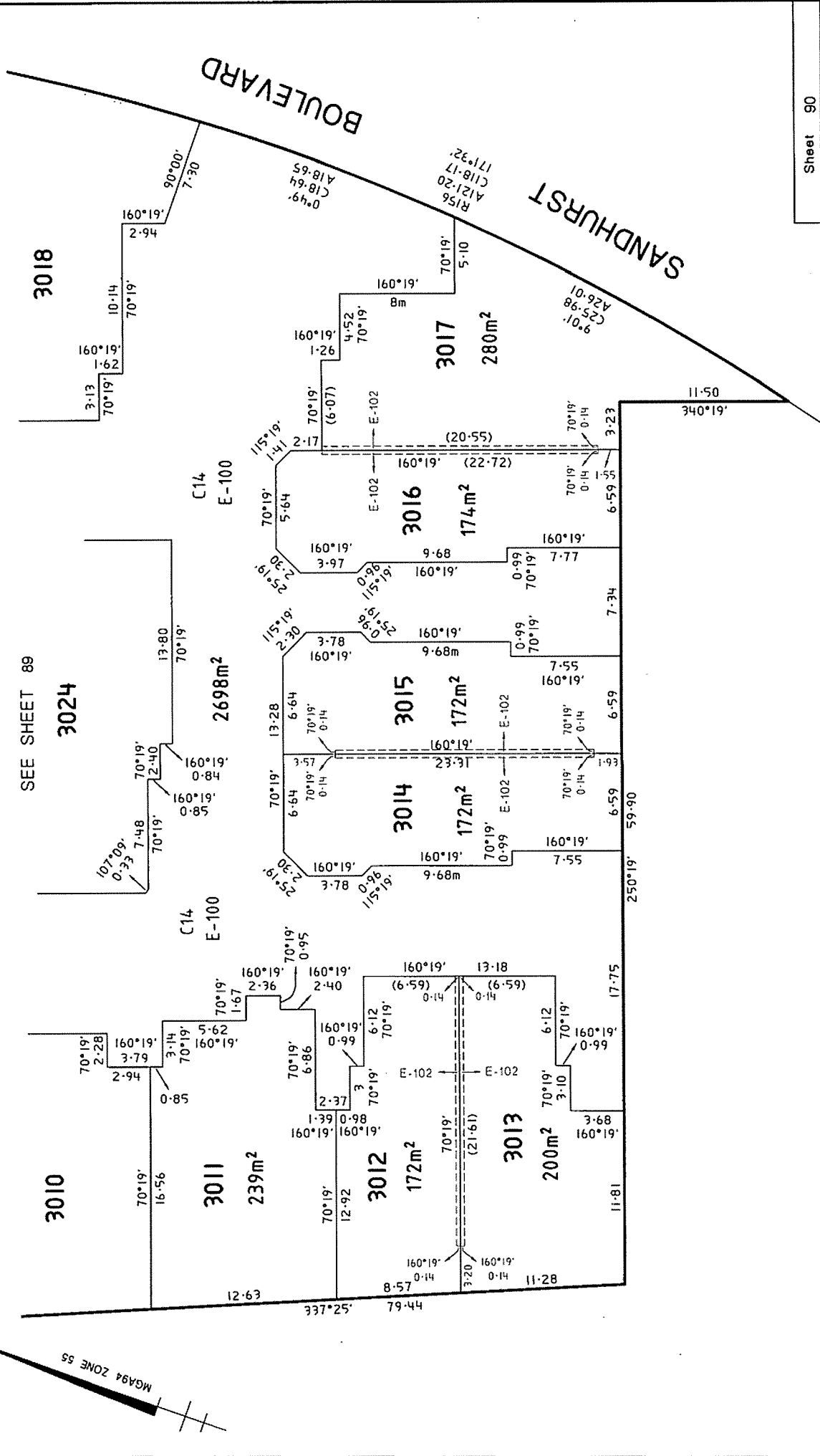
Date: 16/04/2009

Council Delegate Signature

Original sheet size A3

PLAN OF SUBDIVISION

STAGE NO. **PS500745K**
 Plan Number



Sheet 90
 Signature: *Johnston*
 Date: 16/04/2009
 Council Delegate Signature
 Original sheet size A3

LICENSED SUPERVISOR: LEO ALEXANDER BATEMAN
 Signature: *Leo Alexander Bateman*
 Date: 3/3/09
 REF. 0673-24L
 VERSION 10
 3/03/09 MEV

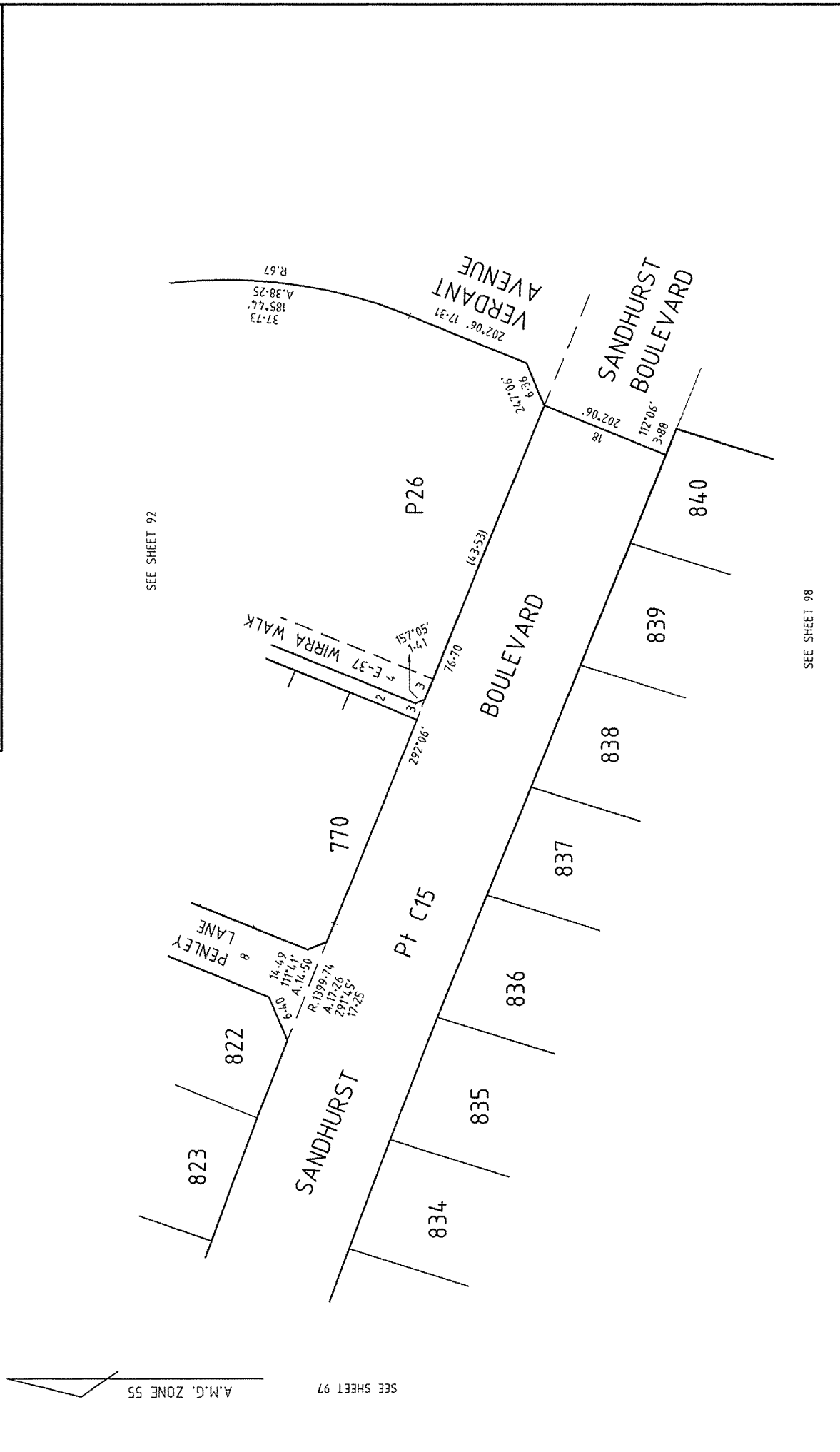
SCALE
 2.5 0 5 10
 LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3
 SCALE 1:250

TAYLORS
 DEVELOPMENT STRATEGISTS
 100/101 STATION STREET, SUITE 101
 BUILDING 8, 270 FERNETREE GULLY ROAD, NOTTING HILL 3168
 Tel: 9501 2800 Fax: 9501 2844
 Email: info@taylorsds.com.au Web Site: www.taylorsds.com.au

PLAN OF SUBDIVISION

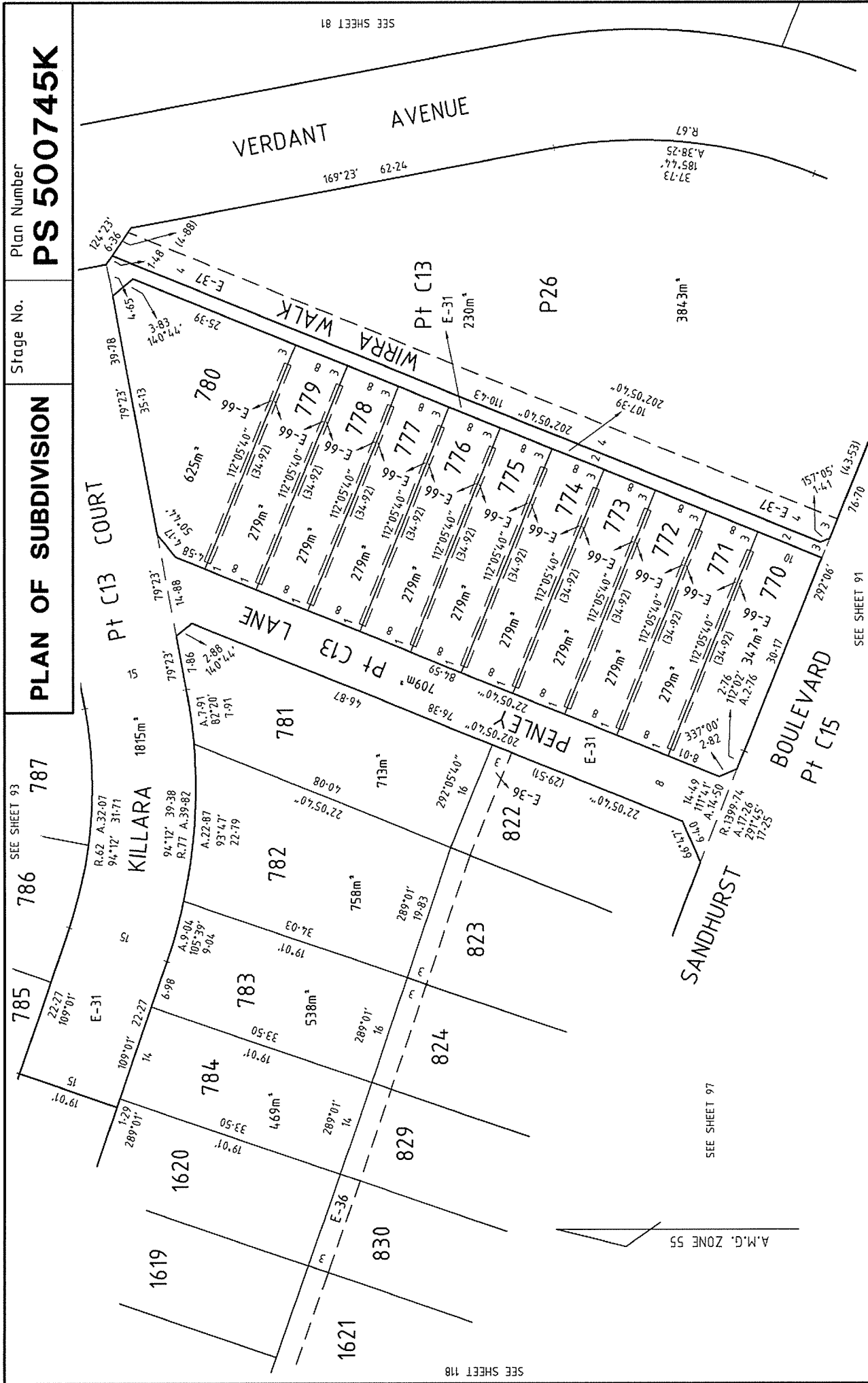
Stage No. Plan Number
PS 500745K



A.M.G. ZONE 55

SEE SHEET 97

<p>Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 123 888 326 ABN 53 123 888 326</p>	<p>ORIGINAL SCALE 1:500 SHEET SIZE A3</p>	<p>SCALE 5 0 5 10 15 20 25 LENGTHS ARE IN METRES</p>	<p>LICENSED SURVEYOR (PRINT) ROBERT DAVID MACAULAY SIGNATURE <i>[Signature]</i> REFERENCE S08092 14.04.2010 VERSION 8</p>	<p>DATE / / COUNCIL DELEGATE SIGNATURE Sheet 91 Sheets</p>
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Plan Number **PS 500745K**

Stage No. **PLAN OF SUBDIVISION**

LICENSED SURVEYOR **ROBERT DAVID MACAULAY** (PRINT)

SIGNATURE **ROBERT DAVID MACAULAY**

DATE / /

COUNCIL DELEGATE SIGNATURE

Sheet **92** Sheets

REFERENCE **S08092** 14.04.2010

VERSION **8**

DATE / /

SCALE

5 0 5 10 15 20 25

LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE **A3**

SCALE **1:500**

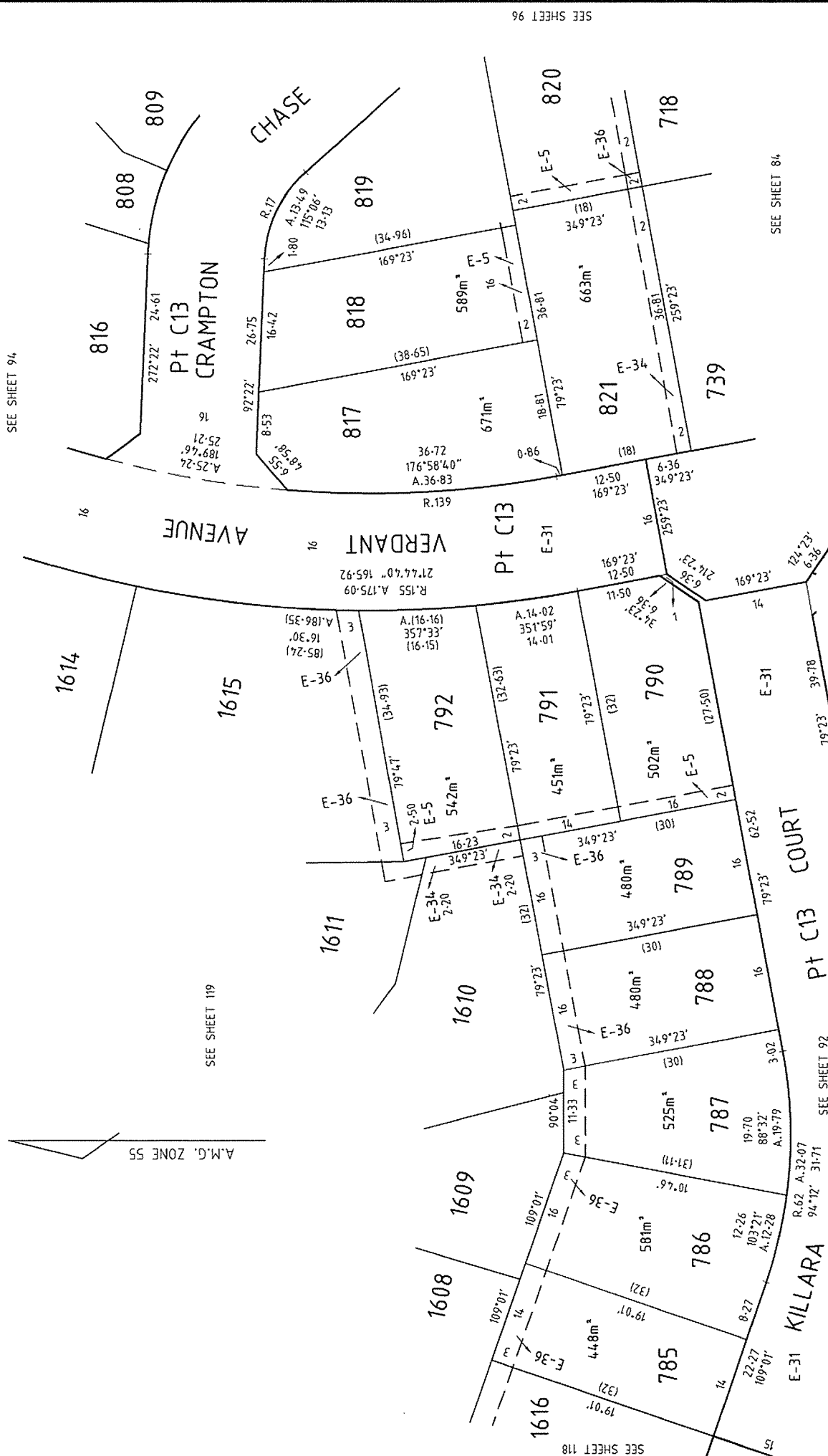
Peroissien Grant & Associates Pty. Ltd.
 CONSULTING ENGINEERS AND SURVEYORS
 SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
 Phone: 9859 6400 Facsimile: 9859 5022
 ACN 123 888 326 ABN 53 123 888 326

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K



SEE SHEET 94

SEE SHEET 119

SEE SHEET 118

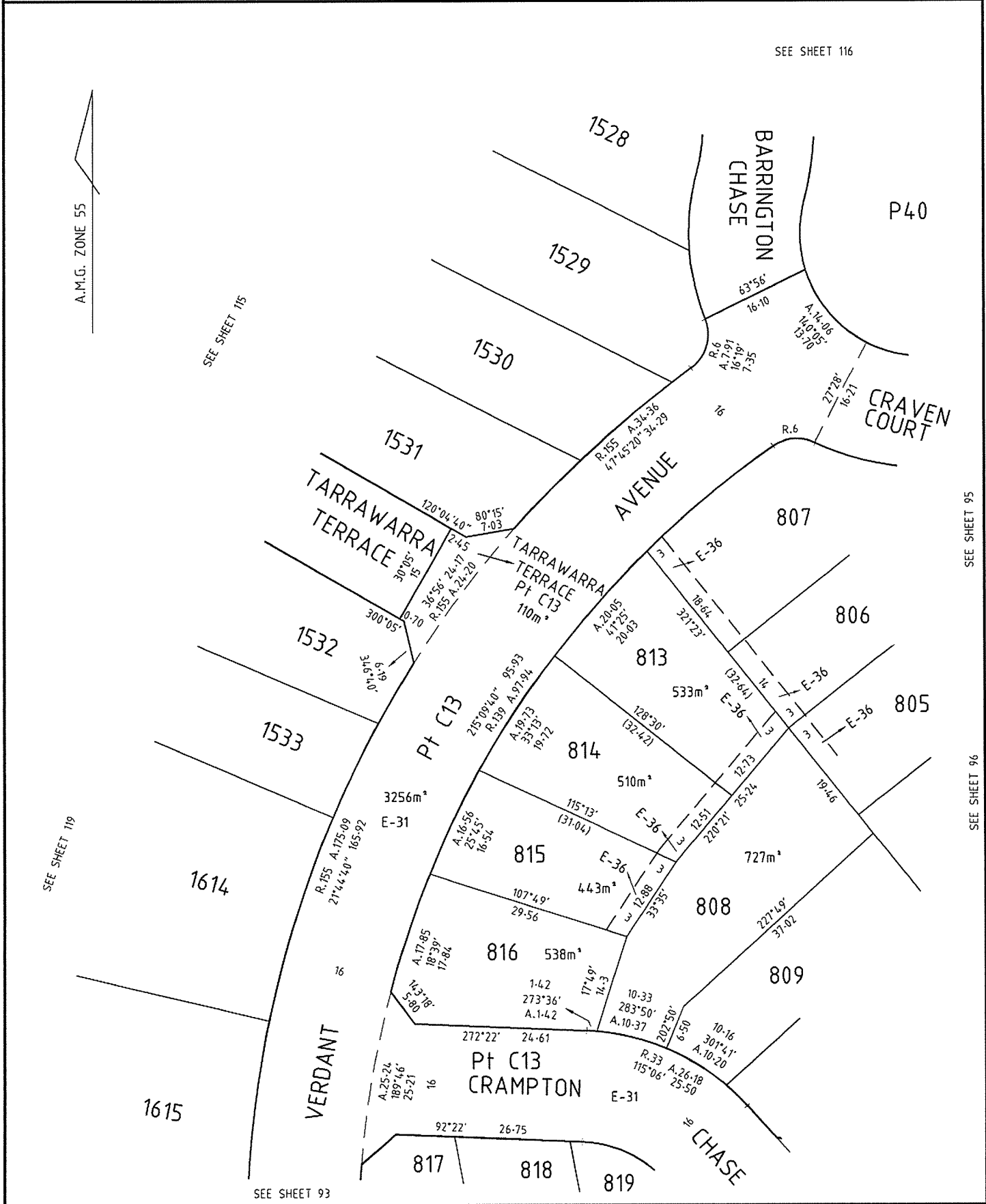
SEE SHEET 96

SEE SHEET 84

<p>Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 123 888 326 ABN 53 123 888 326</p>	<p>ORIGINAL SCALE 1:500 SHEET SIZE A3</p>	<p>SCALE 5 0 5 10 15 20 25 LENGTHS ARE IN METRES</p>	<p>LICENSED SURVEYOR ROBERT DAVID MACAULAY (PRINT)</p>	<p>DATE / / COUNCIL DELEGATE SIGNATURE</p>
	<p>SEE SHEET 92</p>	<p>SEE SHEET 92</p>	<p>SEE SHEET 84</p>	<p>Sheet 93 Sheets</p>

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 123 888 326 ABN 53 123 888 326	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 500745K
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SEE SHEET 116

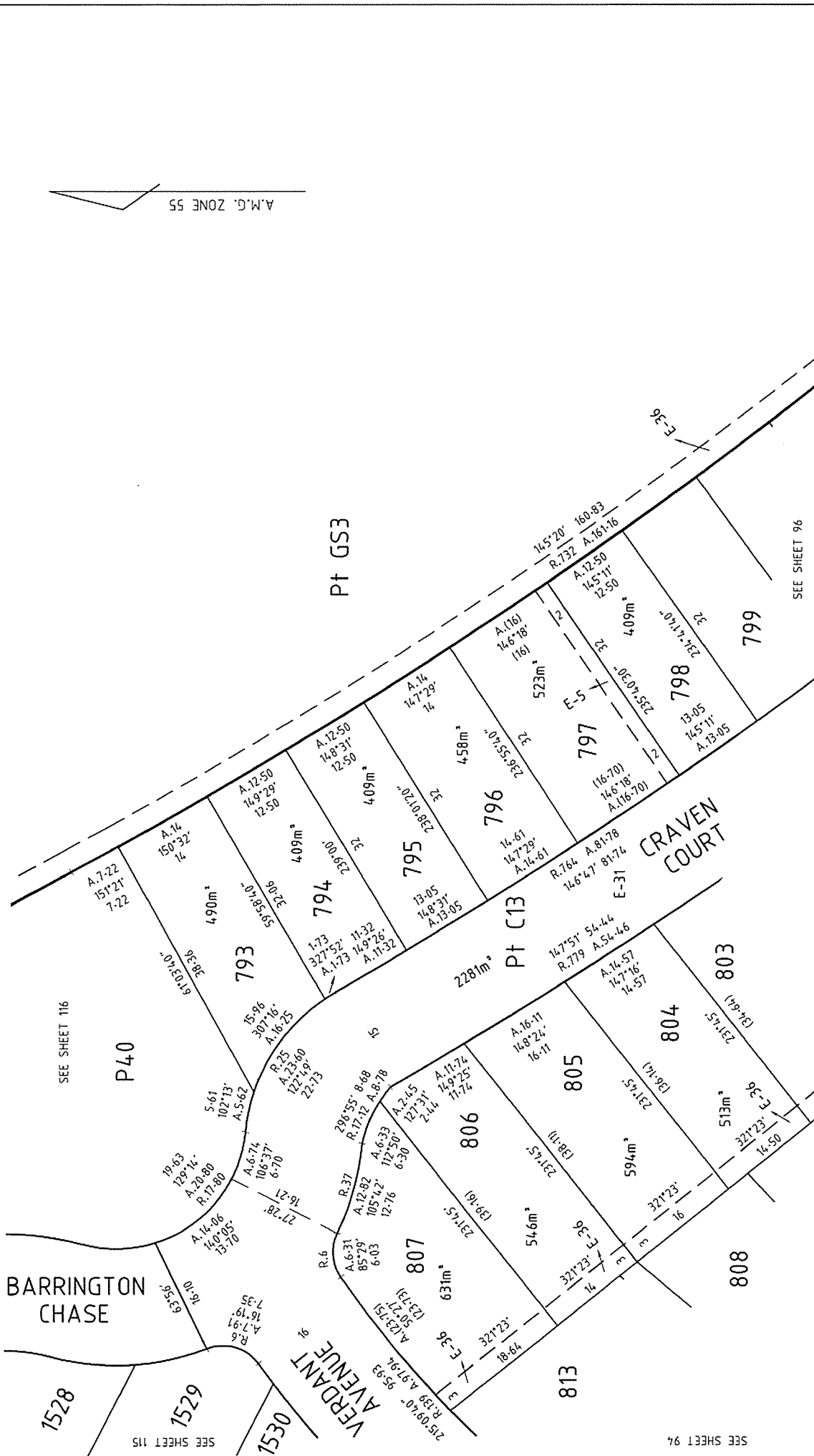


ORIGINAL	SCALE	LICENSED SURVEYOR <u>ROBERT DAVID MACAULAY</u>	DATE / /
SCALE 1:500	SHEET SIZE A3 LENGTHS ARE IN METRES	(PRINT) SIGNATURE DATE / / <small>S09068 S09095 S09157 S10025 S10026 S10027 S10028</small> REF. S08092 14.04.2010 VERSION 8	DATE / / COUNCIL DELEGATE SIGNATURE Sheet 94 of Sheets

Plan Number
PS 500745K

Stage No.

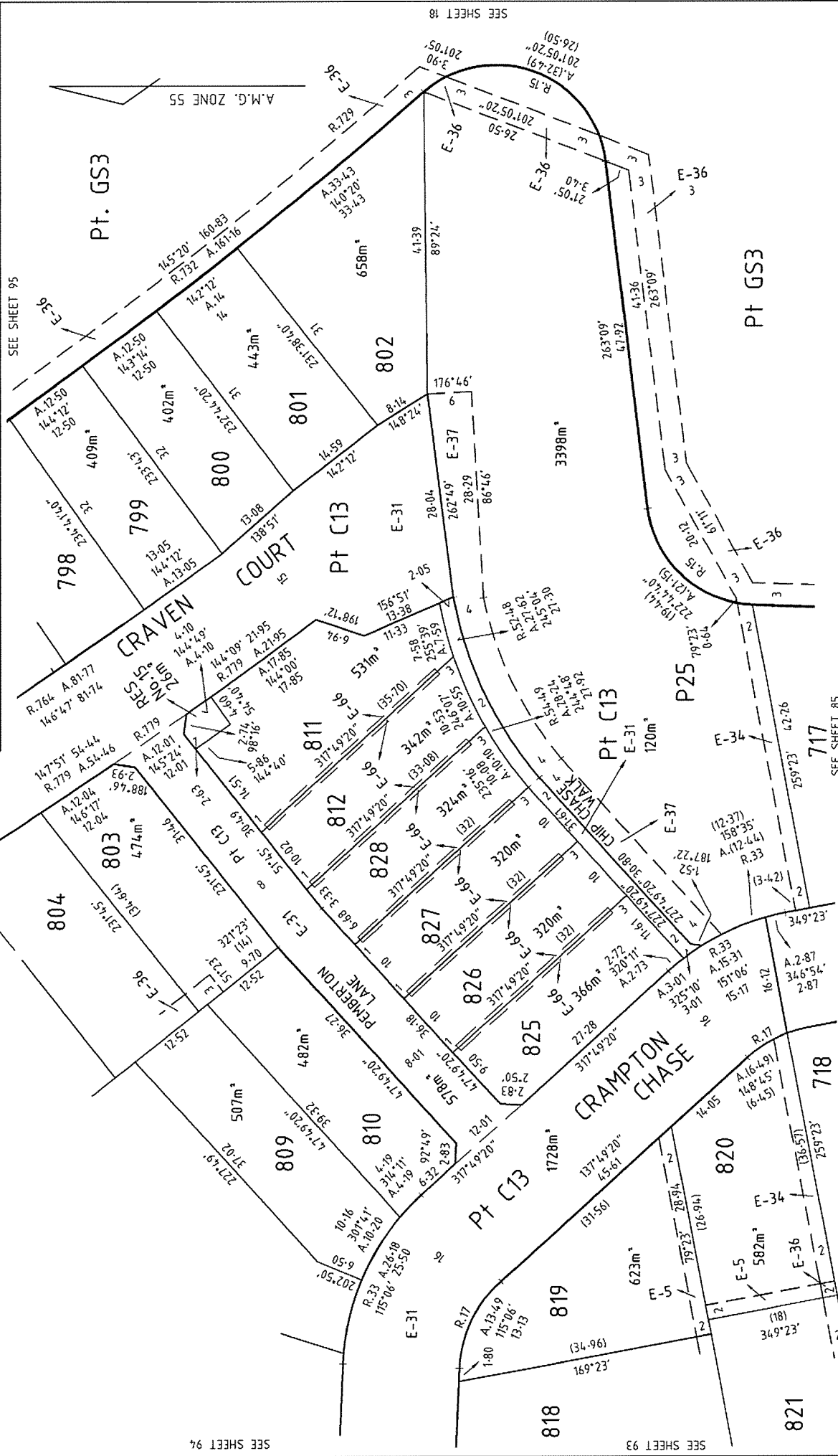
PLAN OF SUBDIVISION



<p>Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLIEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 123 888 326 ABN 53 123 888 326</p>	<p>SCALE 1:500 SHEET SIZE A3</p>	<p>SCALE 5 0 5 10 15 20 25 LENGTHS ARE IN METRES</p>	<p>LICENSED SURVEYOR (PRINT) ROBERT DAVID MACAULAY</p>	<p>DATE / / COUNCIL DELEGATE SIGNATURE Sheet 95 Sheets</p>
	<p>ORIGINAL</p>	<p>DATE / / SIGNATURE S09068 S09095 S09157 S10025 S10076 S10077 S10002 REFERENCE S08092 14.04.2010 VERSION 8</p>	<p>SEE SHEET 96</p>	<p>DATE / / COUNCIL DELEGATE SIGNATURE Sheet 95 Sheets</p>

PLAN OF SUBDIVISION

Stage No. **PS 500745K**



SEE SHEET 93
SEE SHEET 94
SEE SHEET 95
SEE SHEET 96

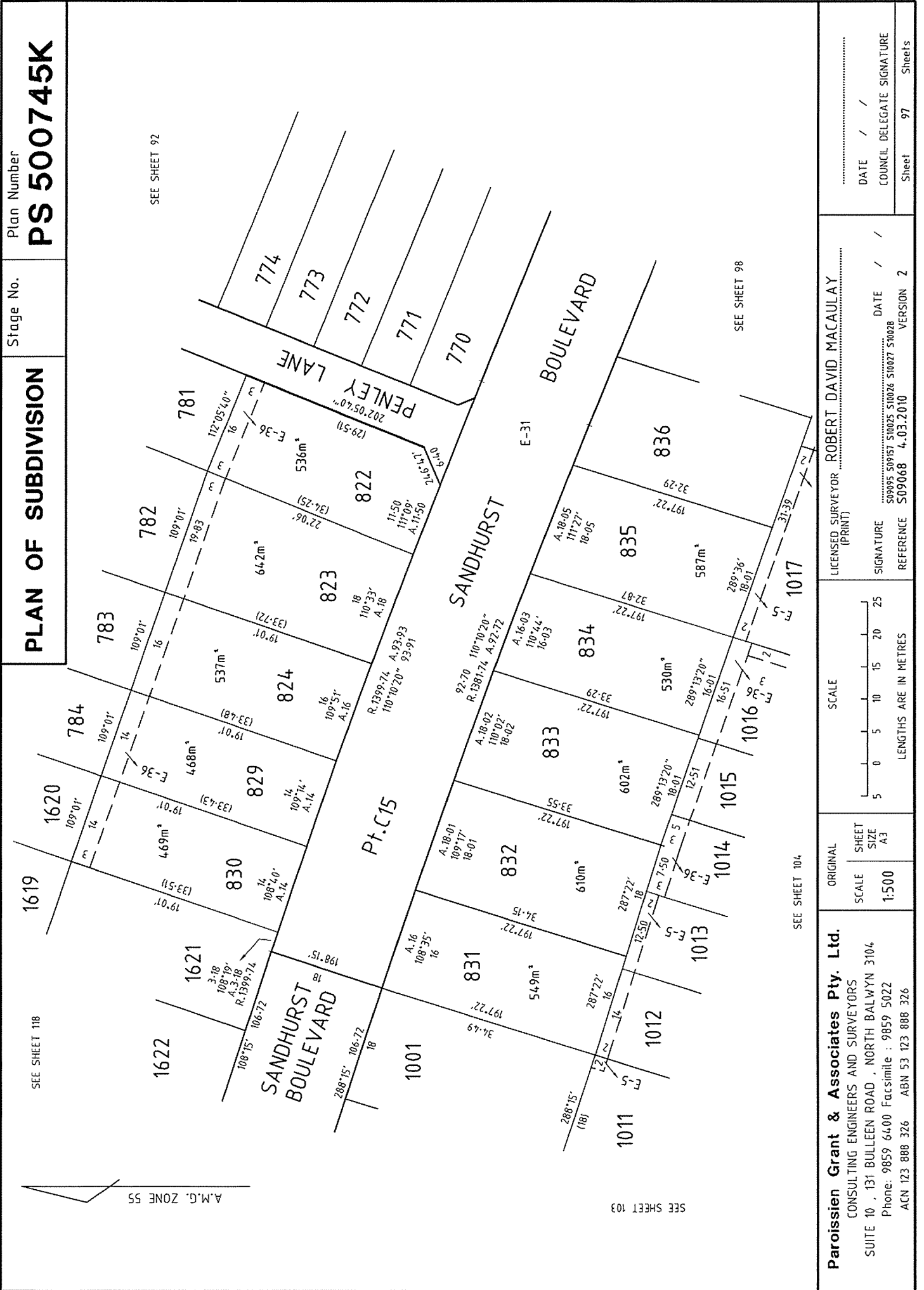
LICENSED SURVEYOR **ROBERT DAVID MACAULAY**
 SIGNATURE DATE / /
 REFERENCE **S08092** 14.04.2010 VERSION **8**

SCALE
 5 0 5 10 15 20 25
 LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3
 SCALE 1:500

Paroissien Grant & Associates Pty. Ltd.
 CONSULTING ENGINEERS AND SURVEYORS
 SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
 Phone: 9859 6400 Facsimile: 9859 5022
 ACN 123 888 326 ABN 53 123 888 326

DATE / /	COUNCIL DELEGATE SIGNATURE	Sheet 96	Sheets
DATE / /	VERSION 8	Sheet 96	Sheets



SEE SHEET 118

SEE SHEET 118

SEE SHEET 118

SEE SHEET 103

SEE SHEET 104

SEE SHEET 92

SEE SHEET 98

PLAN OF SUBDIVISION

Stage No. _____

Plan Number **PS 500745K**

Pt. C15

Pt. C16

SANDHURST BOULEVARD

PENLEY LANE

E-31 BOULEVARD

1619, 1620, 1621, 1622, 783, 784, 781, 782, 774, 773, 772, 771, 770, 830, 829, 828, 827, 826, 825, 824, 823, 822, 821, 831, 832, 833, 834, 835, 836, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017

4.69m², 4.68m², 537m², 64.2m², 536m², 610m², 549m², 602m², 530m², 587m²

1:500 SCALE

5 0 5 10 15 20 25

LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

Parioissien Grant & Associates Pty. Ltd.
 CONSULTING ENGINEERS AND SURVEYORS
 SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
 Phone: 9859 6400 Facsimile: 9859 5022
 ACN 123 888 326 ABN 53 123 888 326

LICENSED SURVEYOR **ROBERT DAVID MACAULAY**

SIGNATURE: _____ DATE: _____

REFERENCE: S0995 S09157 S10025 S10026 S10027 S10028 S09068 4.03.2010 VERSION 2

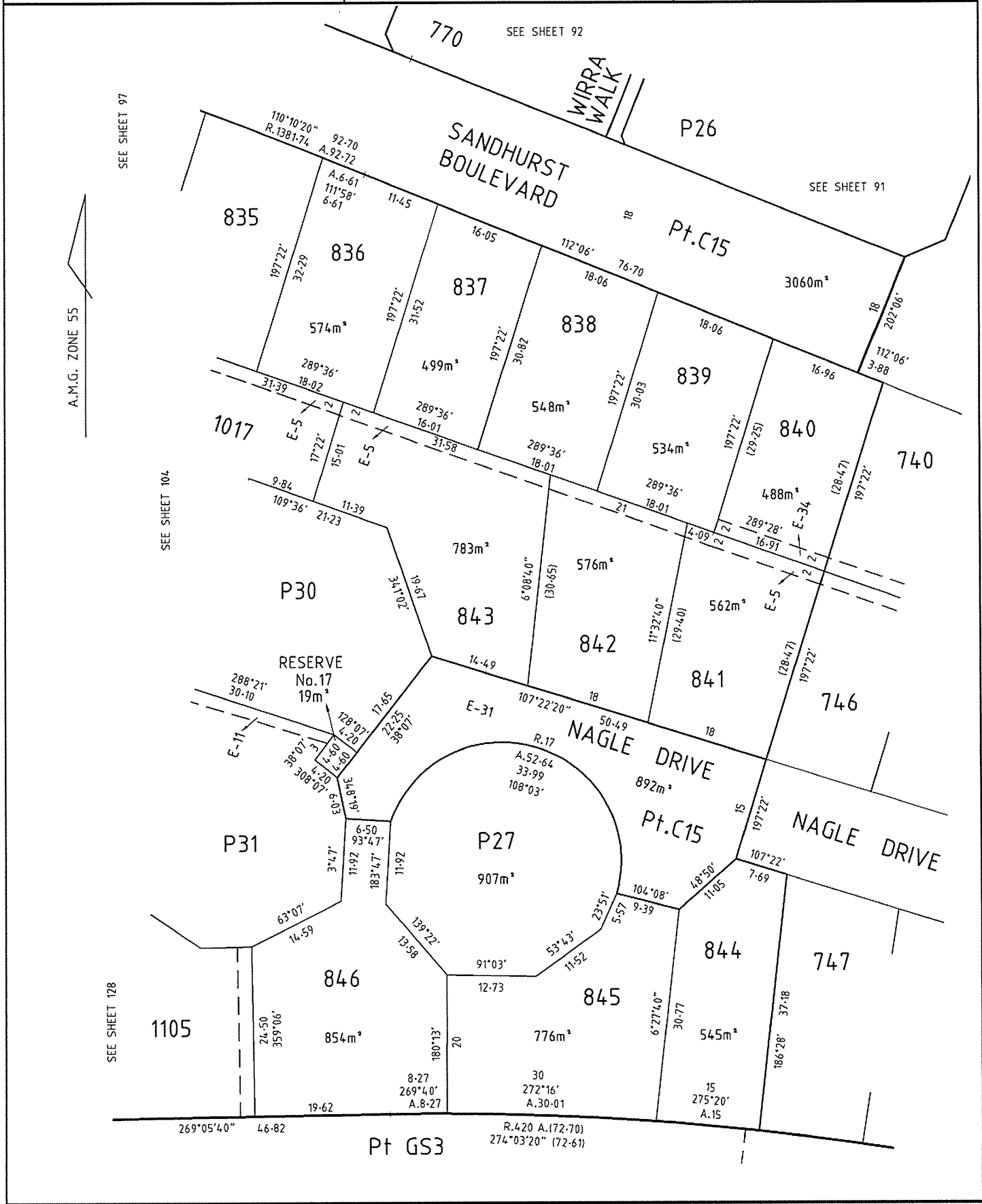
DATE: / /

COUNCIL DELEGATE SIGNATURE: _____

Sheet 97

Sheets

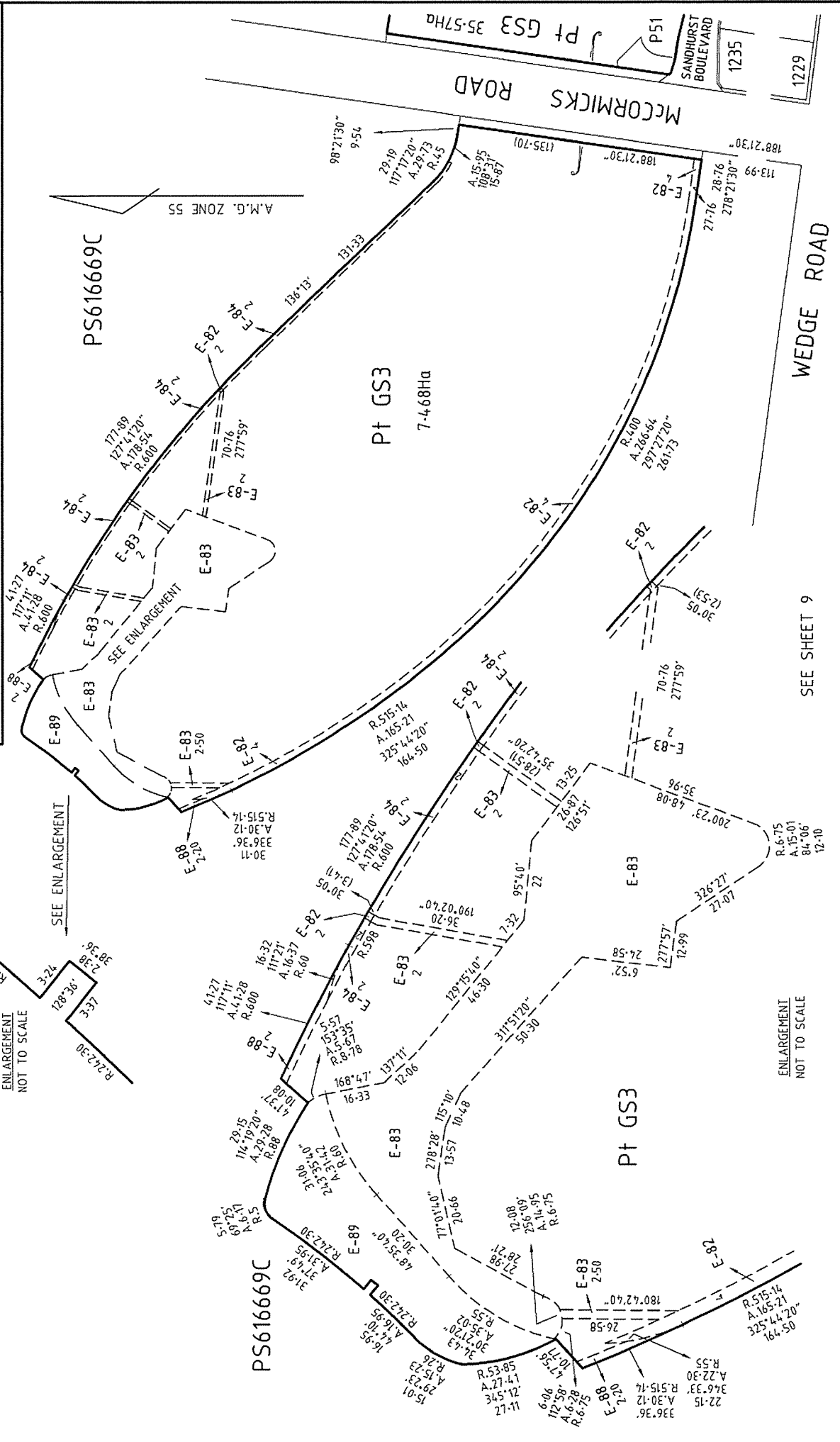
Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 123 888 326 ABN 53 123 888 326	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 500745K
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ORIGINAL SCALE 1:500	SCALE LENGTHS ARE IN METRES	LICENSED SURVEYOR <u>ROBERT DAVID MACAULAY</u> (PRINT) S10100 S09096 SIGNATURE DATE / / S09143 S09095 S09157 S10025 S10026 S10027 S10028 S11002 S10098 S10099 REF. S09068 4.03.2010 VERSION 2	DATE / / COUNCIL DELEGATE SIGNATURE Sheet 98 of Sheets
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PLAN OF SUBDIVISION

PLAN NUMBER **PS 500745K**



<p>Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 431 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 123 888 326 ABN 53 123 888 326</p>	<p>ORIGINAL SCALE 1:2000</p> <p>SHEET SIZE A3</p>	<p>SCALE</p> <p>LENGTHS ARE IN METRES</p>	<p>LICENSED SURVEYOR (PRINT) ROBERT DAVID MACAULAY</p> <p>SIGNATURE DATE / /</p> <p>REFERENCE S09002 3.02.2010 VERSION 2</p> <p>SIGNATURE DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p>
SEE SHEET 9		SEE SHEET 9	<p>Sheet 99</p>

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K

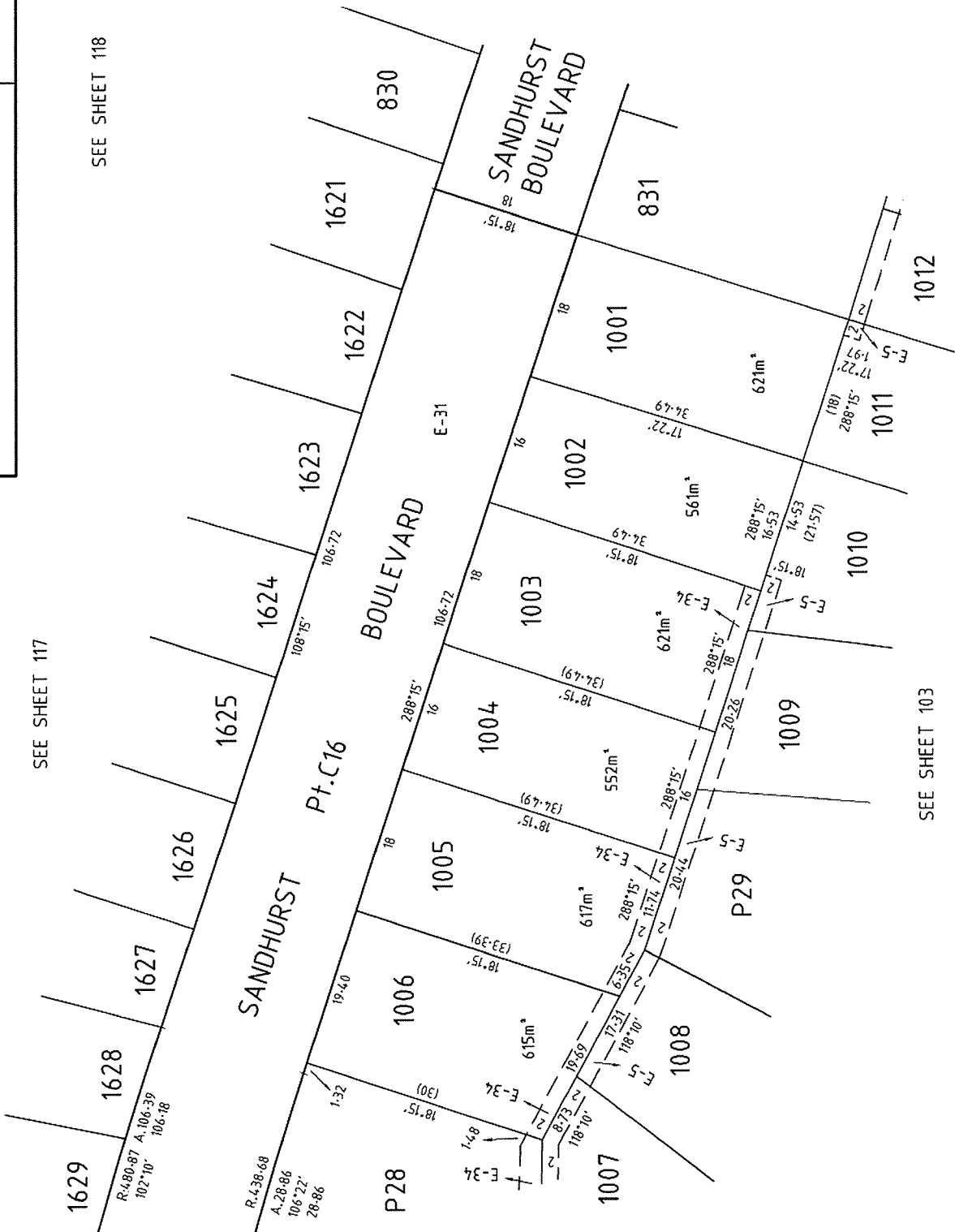
SEE SHEET 117

SEE SHEET 118

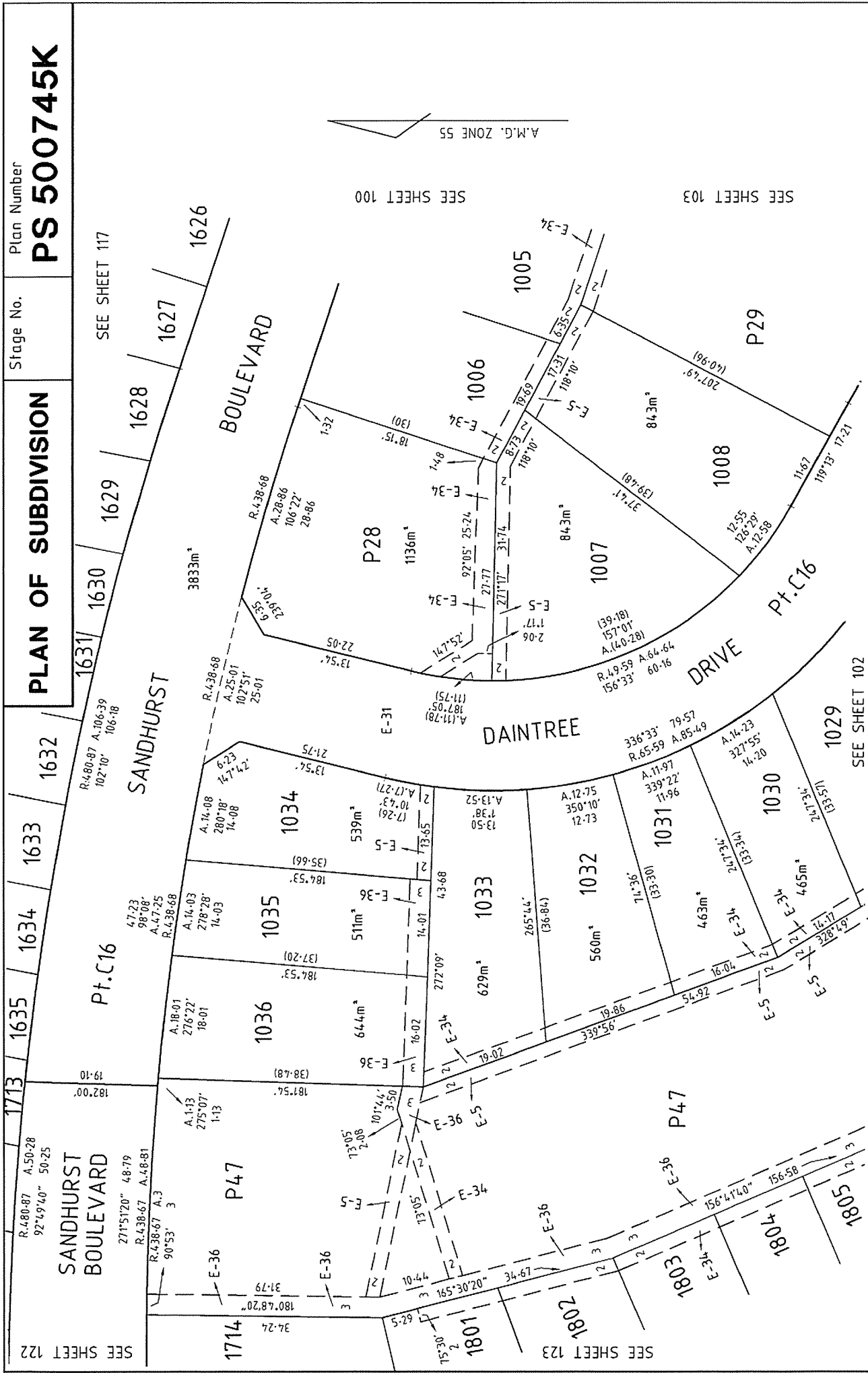
SEE SHEET 101

SEE SHEET 97

SEE SHEET 103

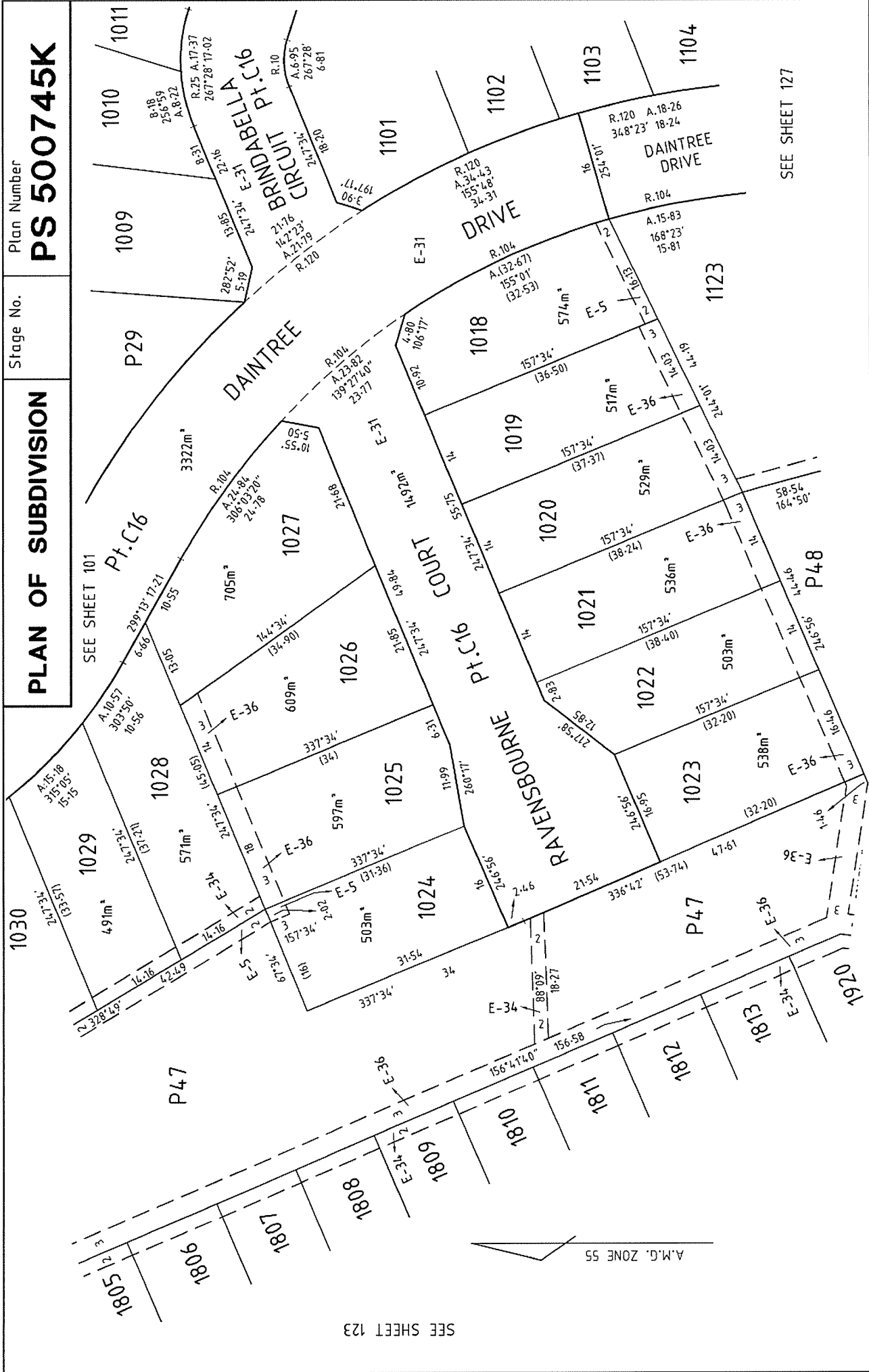


<p>Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 123 888 326 ABN 53 123 888 326</p>	<p>ORIGINAL SCALE SHEET SIZE 1:500 A3</p>	<p>SCALE 5 0 5 10 15 20 25 LENGTHS ARE IN METRES</p>	<p>LICENSED SURVEYOR (PRINT) ROBERT DAVID MACAULAY</p> <p>SIGNATURE DATE / /</p> <p>REFERENCE S09095 18.10.2010 VERSION 3</p> <p>SIGNATURE DATE / /</p> <p>REFERENCE S09095 18.10.2010 VERSION 3</p>	<p>Sheet 100</p>
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Plan Number **PS 500745K**
 Stage No. **1631** - **1632** - **1633** - **1634** - **1635** - **1713**
PLAN OF SUBDIVISION
 SEE SHEET 117
 SEE SHEET 100
 SEE SHEET 103
 SEE SHEET 102
 SEE SHEET 122
 SEE SHEET 123

LICENSED SURVEYOR ROBERT DAVID MACAULAY (PRINT)		DATE / / COUNCIL DELEGATE SIGNATURE Sheet 101	
SIGNATURE REFERENCE S09095 18.10.2010		DATE / / VERSION 3	
ORIGINAL SCALE 1:500	SHEET SIZE A3	SCALE 5 0 5 10 15 20 25 LENGTHS ARE IN METRES	
Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 123 888 326 ABN 53 123 888 326			



Plan Number
PS 500745K

Stage No.
PLAN OF SUBDIVISION

SEE SHEET 123

SEE SHEET 127

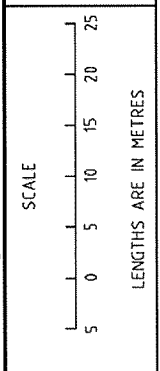
LICENSED SURVEYOR **ROBERT DAVID MACAULAY**

SIGNATURE
DATE / /
COUNCIL DELEGATE SIGNATURE

REFERENCE **S09095 18.10.2010**
VERSION **3**

DATE / /
COUNCIL DELEGATE SIGNATURE

Sheet **102**

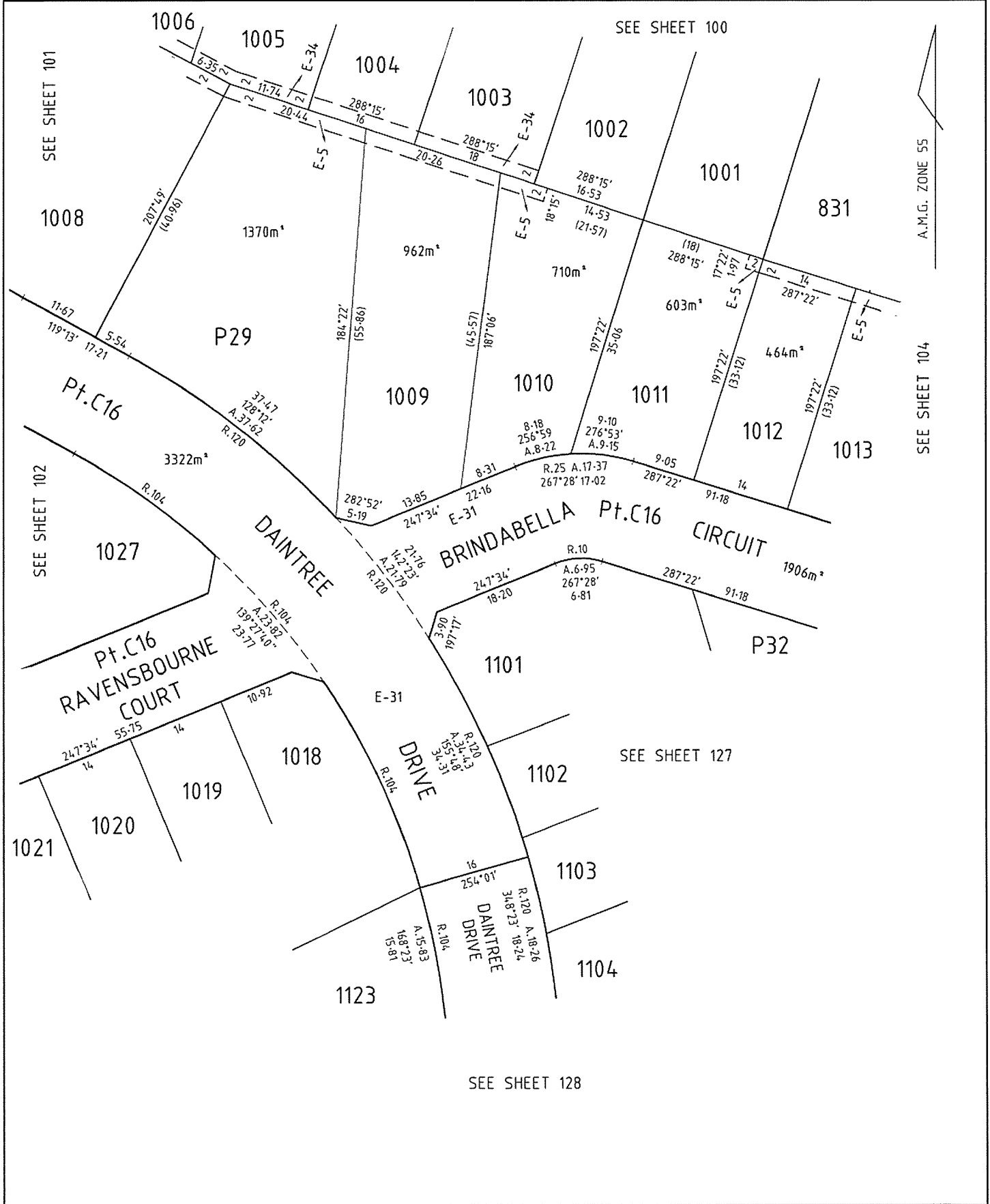


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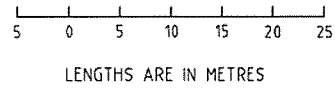
SHEET SIZE **A3**

Parioisien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 431 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 123 888 326 ABN 53 123 888 326

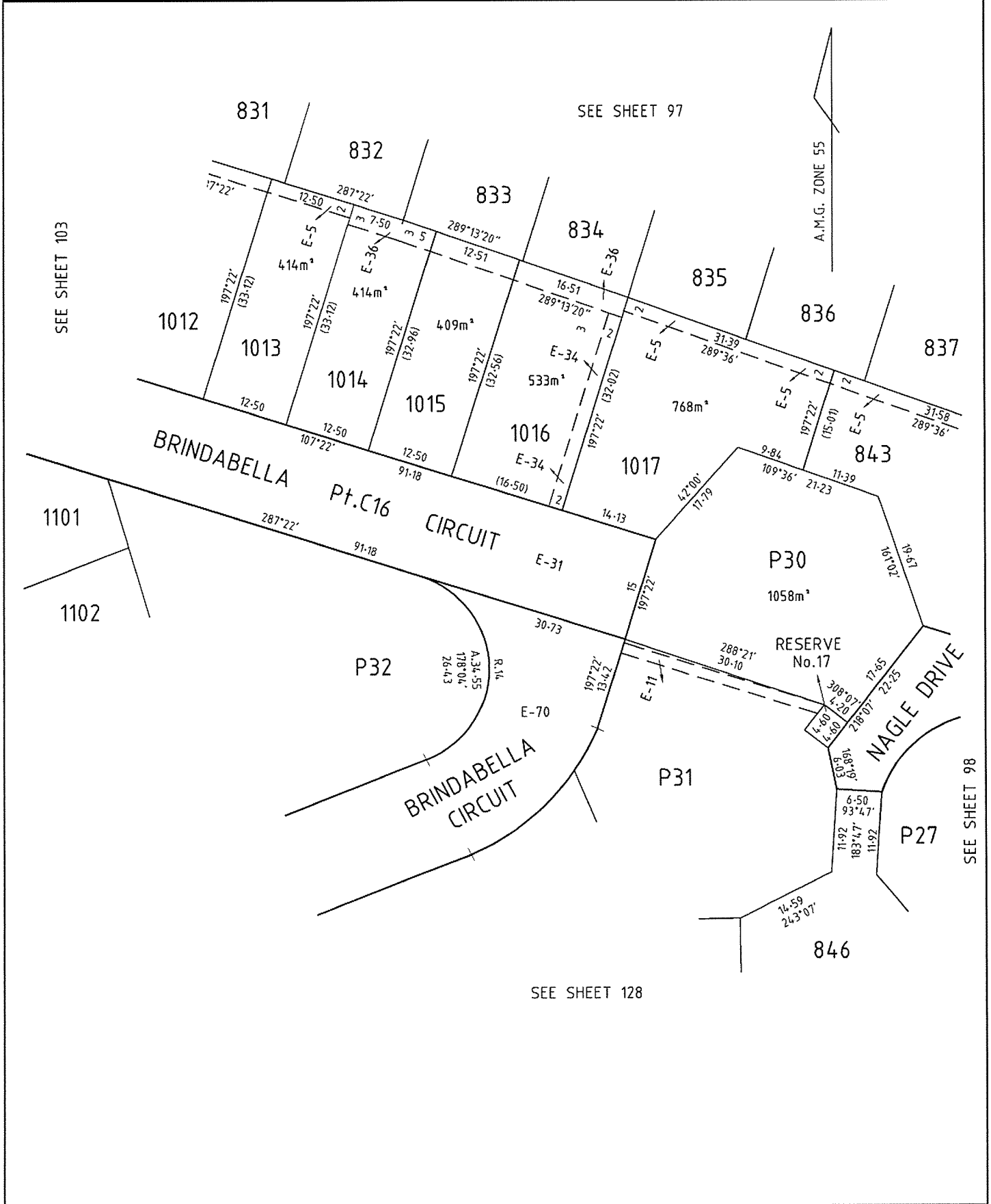
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ORIGINAL	SCALE	LICENSED SURVEYOR <u>ROBERT DAVID MACAULAY</u> (PRINT) SIGNATURE DATE / / 509157 510025 510026 510027 510028 510098 510099 510100 509096 REF. S09095 18.10.2010 VERSION 3 DATE / / COUNCIL DELEGATE SIGNATURE Sheet 103
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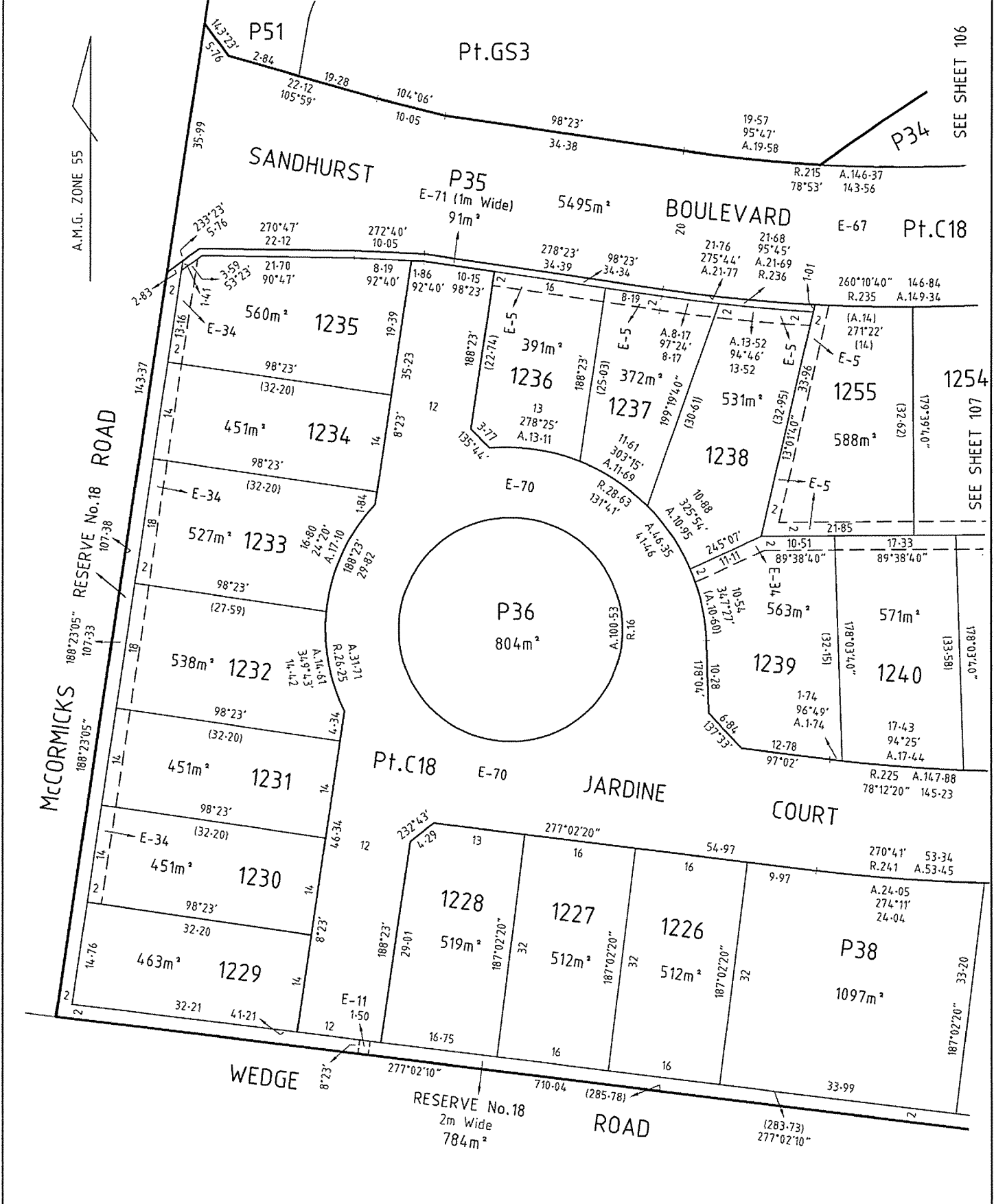


<p>Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 123 888 326 ABN 53 123 888 326</p>	<p>PLAN OF SUBDIVISION</p>	<p>Stage No.</p>	<p>Plan Number</p>
		<p>PS 500745K</p>	



<p>ORIGINAL</p> <p>SCALE 1:500</p> <p>SHEET SIZE A3</p>	<p>SCALE</p> <p>LENGTHS ARE IN METRES</p>	<p>LICENSED SURVEYOR <u>ROBERT DAVID MACAULAY</u></p> <p>(PRINT)</p> <p>SIGNATURE DATE / /</p> <p>S09157 S10025 S10026 S10027 S10028 S10098 S10099 S10100 S09096</p> <p>REF. S09095 18.10.2010 VERSION 3</p>	<p>.....</p> <p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>Sheet 104</p>
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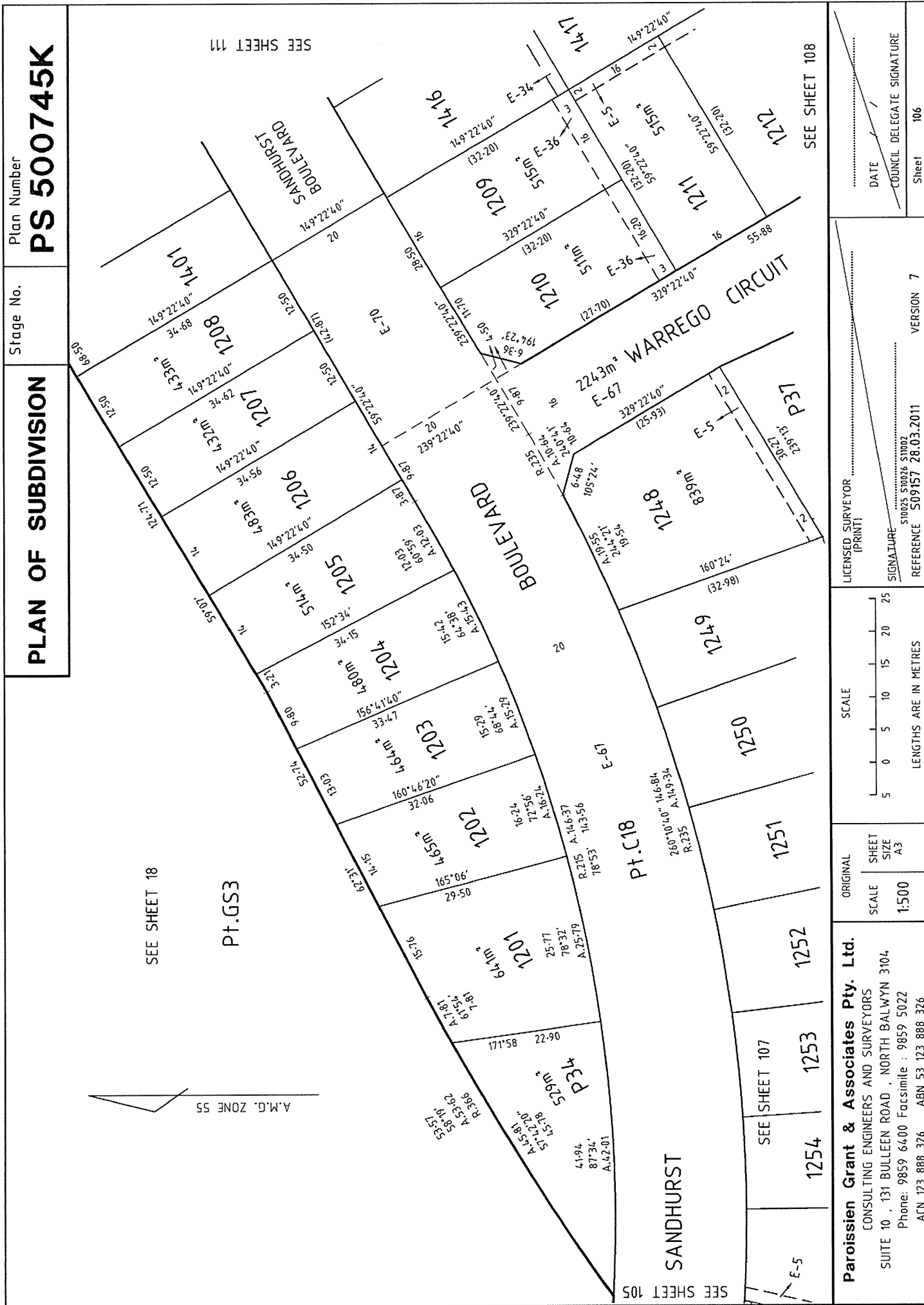
Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 123 888 326 ABN 53 123 888 326	<h2 style="margin: 0;">PLAN OF SUBDIVISION</h2>	Stage No.	Plan Number <h1 style="margin: 0;">PS 500745K</h1>
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SEE SHEET 106

SEE SHEET 107

ORIGINAL	SCALE	LICENSED SURVEYOR (PRINT) SIGNATURE <small>511002</small> REF. S09157 28.03.2011	DATE COUNCIL DELEGATE SIGNATURE Sheet 105
SCALE 1:500	SHEET SIZE A3 LENGTHS ARE IN METRES	VERSION 7	



Plan Number
PS 500745K

Stage No.

PLAN OF SUBDIVISION

SEE SHEET 18

Pt. G.S3

A.M.G. ZONE 55

SEE SHEET 111

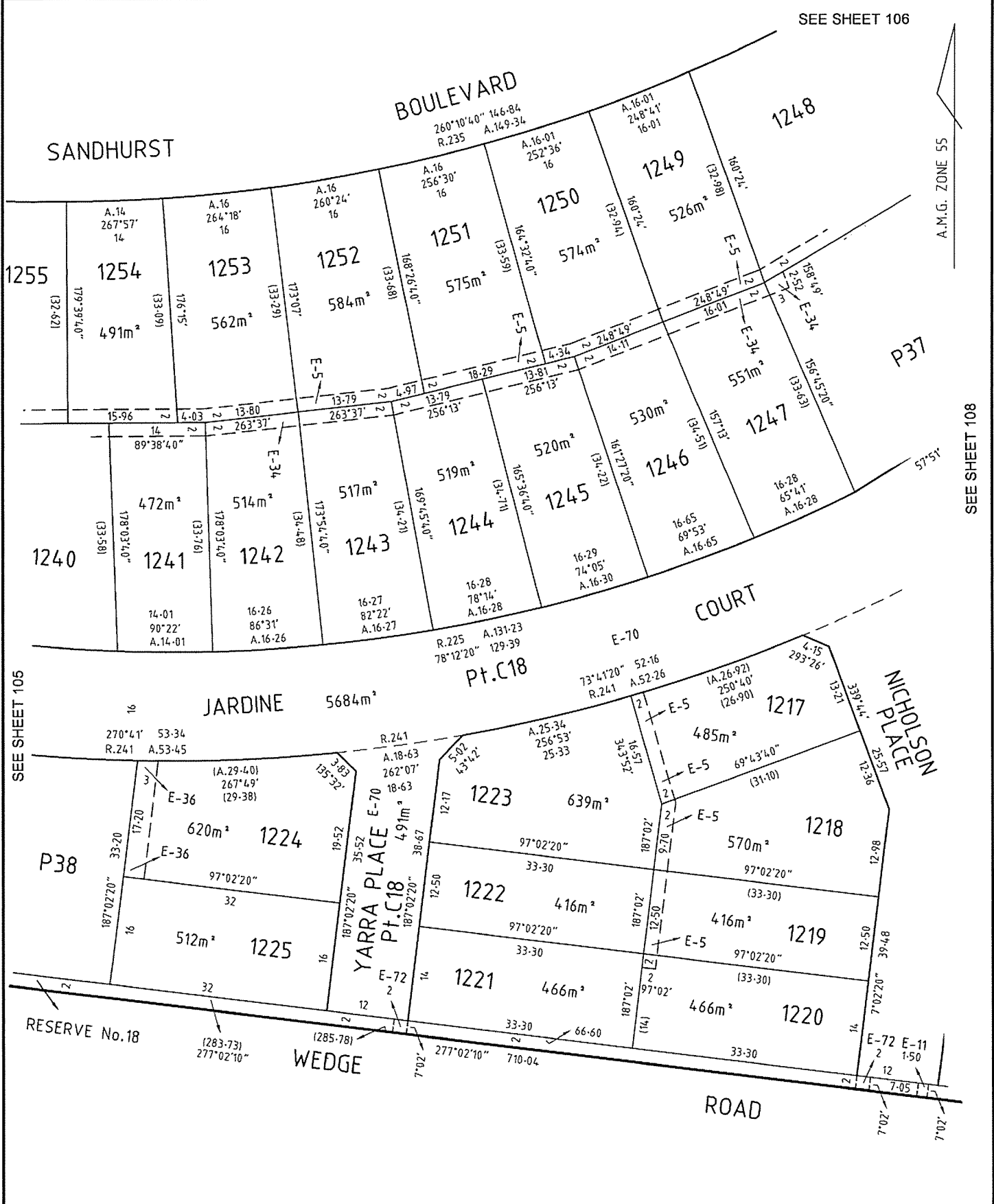
SEE SHEET 108

SEE SHEET 105

<p>Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWAYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 123 888 326 ABN 53 123 888 326</p>	<p>ORIGINAL</p>	<p>SHEET SIZE A3</p>	<p>SCALE 1:500</p>	<p>SCALE</p> <p>LENGTHS ARE IN METRES</p>	<p>LICENSED SURVEYOR (PRINT)</p>	<p>SIGNATURE</p>	<p>VERSION 7</p>
	<p>DATE</p>	<p>COUNCIL DELEGATE SIGNATURE</p>	<p>SHEET 106</p>	<p>REFERENCE S09157 28.03.2011</p>	<p>S10025, S10026 S11002</p>	<p>DATE</p>	<p>COUNCIL DELEGATE SIGNATURE</p>

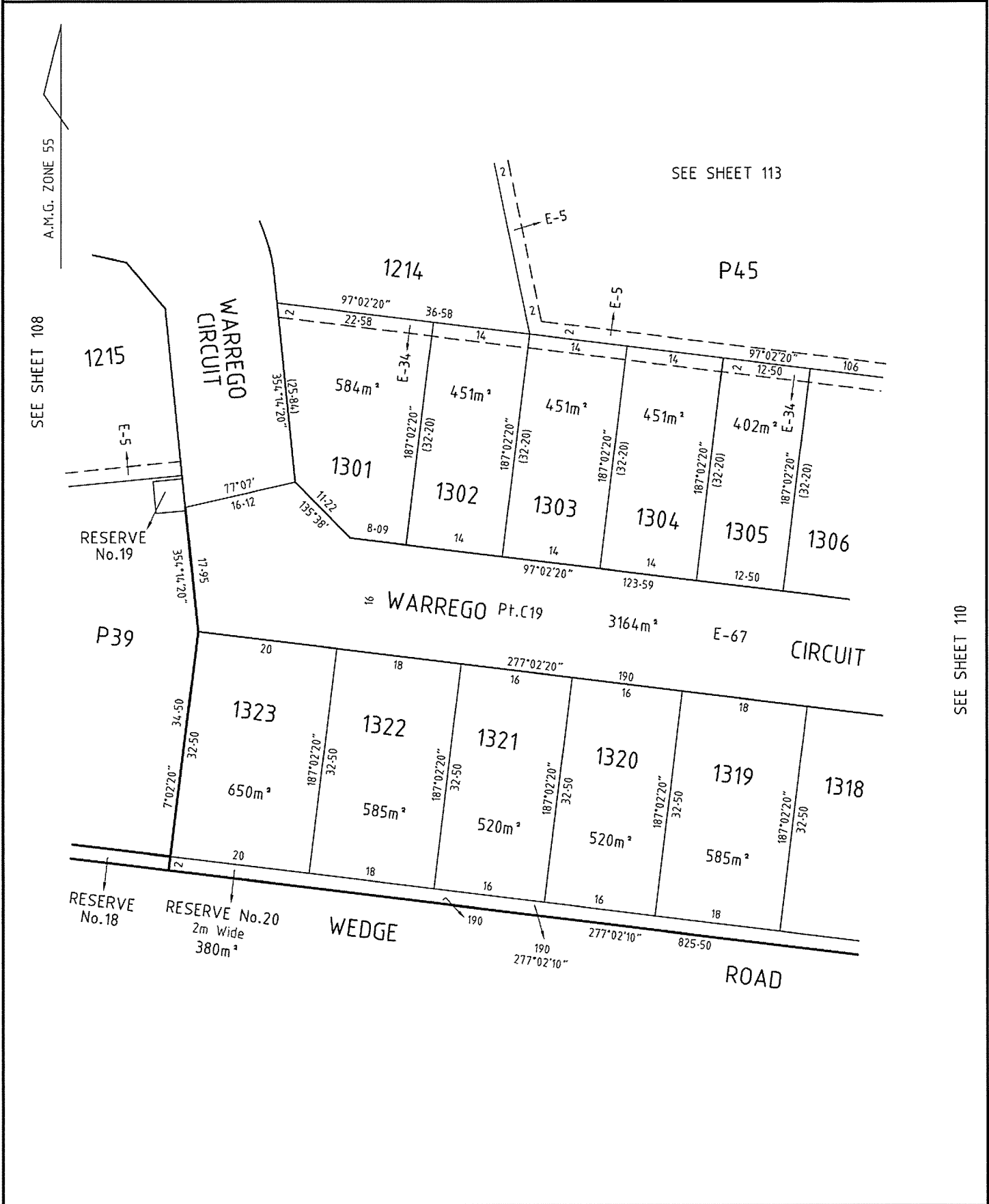
Signed by Council: Frankston City Council, Original Certification: 22/06/2011, Recertification: 02/09/2011, S.O.C.: 02/09/2011

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 123 888 326 ABN 53 123 888 326	PLAN OF SUBDIVISION	Plan Number PS 500745K
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ORIGINAL SCALE 1:500	SCALE LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) SIGNATURE REF. S09157 28.03.2011 VERSION 7	DATE COUNCIL DELEGATE SIGNATURE Sheet 107
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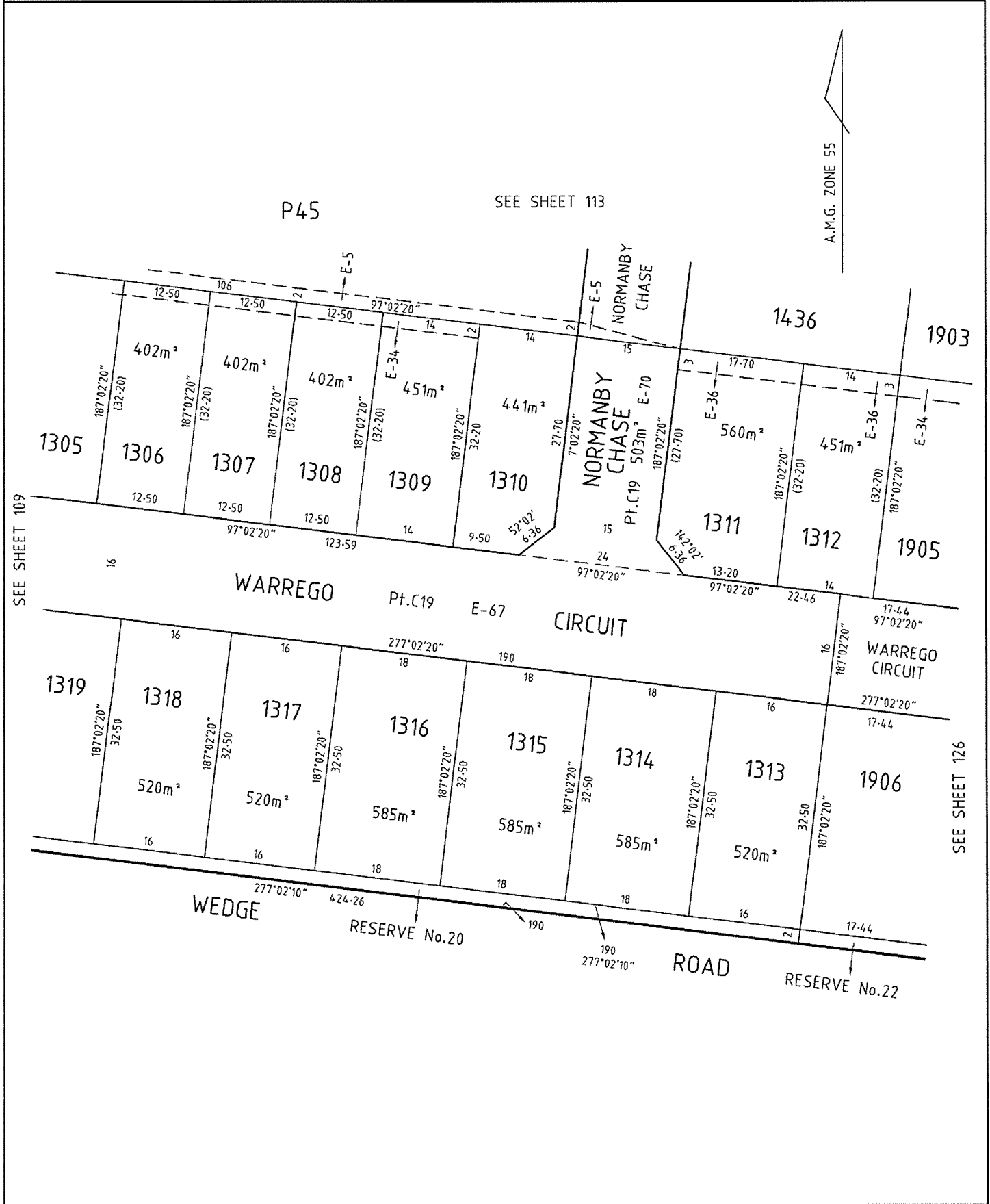
<p>Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 123 888 326 ABN 53 123 888 326</p>	<p>PLAN OF SUBDIVISION</p>	<p>Stage No.</p>	<p>Plan Number PS 500745K</p>
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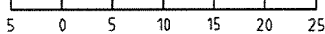


<p>ORIGINAL SCALE 1:500</p>	<p>SCALE LENGTHS ARE IN METRES</p>	<p>LICENSED SURVEYOR <u>ROBERT DAVID MACAULAY</u> (PRINT) SIGNATURE _____ <small>S10026</small> REF. S10025 28.10.2010</p>	<p>DATE _____ COUNCIL DELEGATE SIGNATURE _____ Sheet 109</p>
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VERSION 3

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 123 888 326 ABN 53 123 888 326	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 500745K
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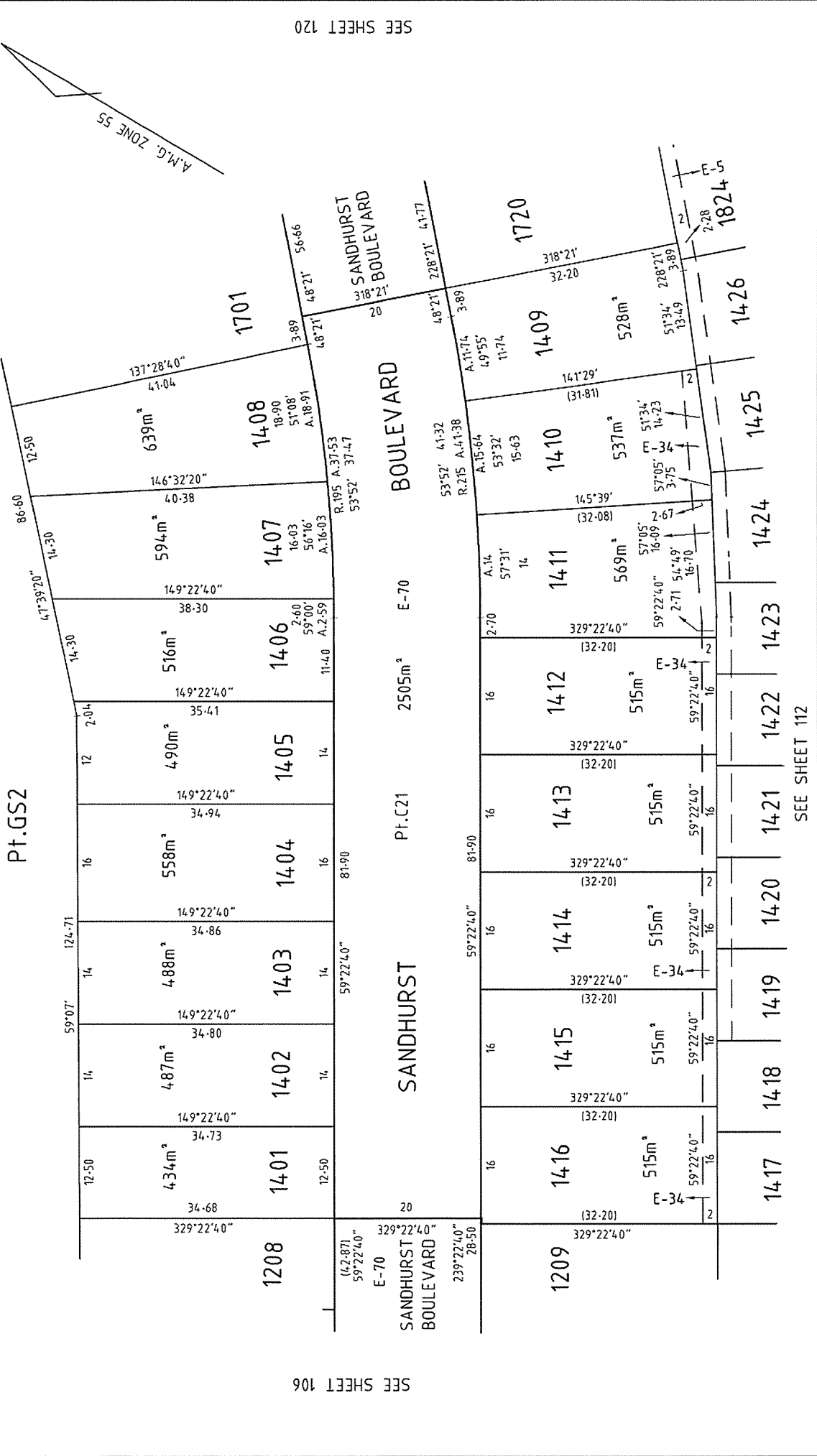


ORIGINAL SCALE 1:500	SCALE  LENGTHS ARE IN METRES	LICENSED SURVEYOR <u>ROBERT DAVID MACAHLAY</u> (PRINT) SIGNATURE _____ S10026 S10027 S10028 S10098 S10099 S10100 REF. S10025 28.10.2010	DATE _____ COUNCIL DELEGATE SIGNATURE _____ Sheet 110
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VERSION 3

PLAN OF SUBDIVISION

SEE SHEET 18



<p>Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 123 888 326 ABN 53 123 888 326</p>	<p>ORIGINAL SCALE 1:500 SHEET SIZE A3</p>	<p>SCALE 5 0 5 10 15 20 25 LENGTHS ARE IN METRES</p>	<p>LICENSED SURVEYOR (PRINT) ROBERT DAVID MACAULAY</p> <p>SIGNATURE <i>Robert David Macaulay</i> S10027 S10028 S10098 S10099 REFERENCE S10026 28.10.2010</p> <p>VERSION 4</p>
<p style="text-align: center;">SEE SHEET 112</p>			<p>DATE _____</p> <p>COUNCIL DELEGATE SIGNATURE _____</p> <p>Sheet 111</p>

Stage No. **PS 500745K**

Plan Number **PS 500745K**

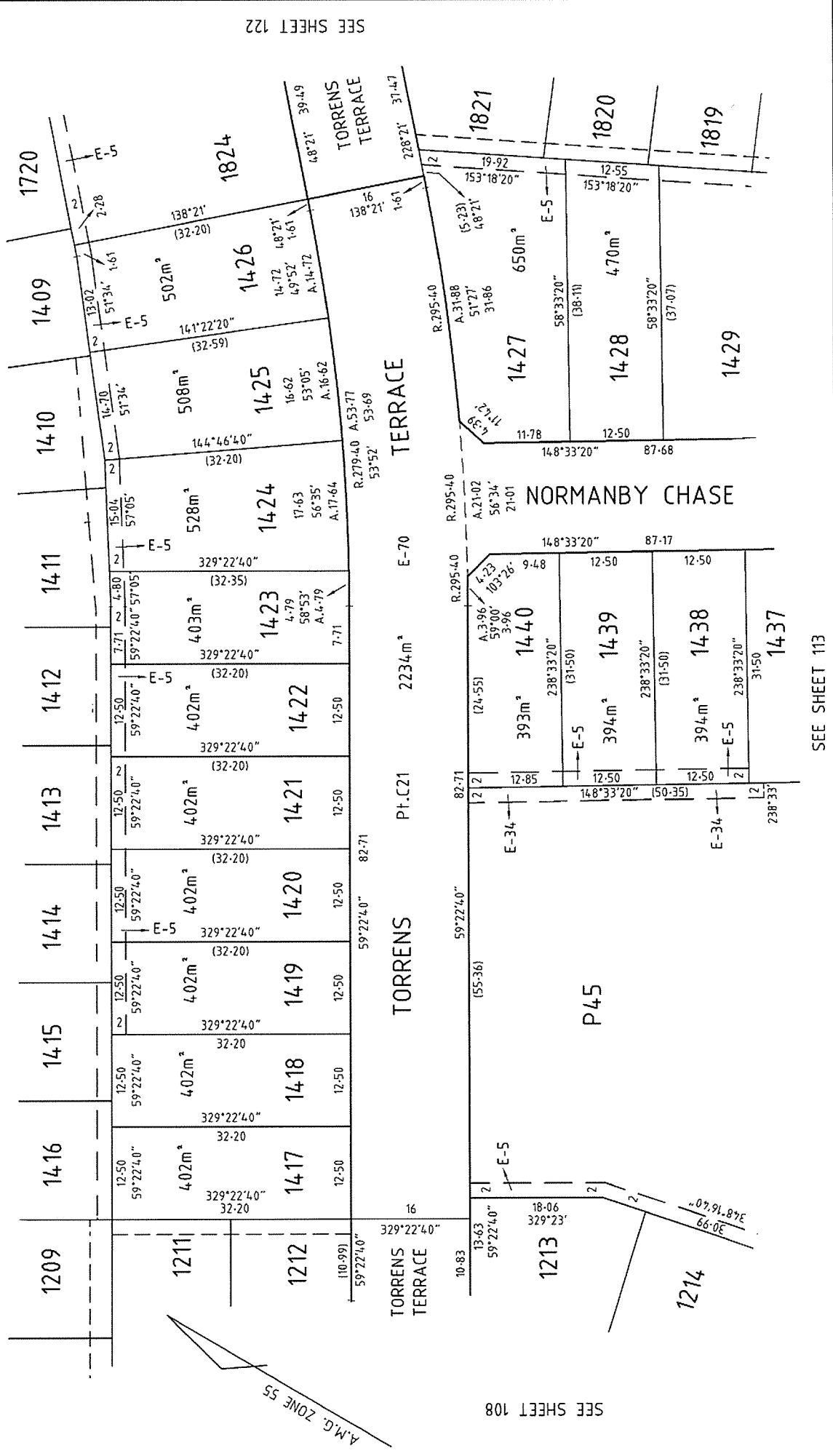
SEE SHEET 120

SEE SHEET 111

PLAN OF SUBDIVISION

Stage No. **PS 500745K**

Plan Number



SEE SHEET 112

SEE SHEET 108

SEE SHEET 113

Paroissien Grant & Associates Pty. Ltd.
 CONSULTING ENGINEERS AND SURVEYORS
 SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
 Phone: 9859 6400 Facsimile: 9859 5022
 ACN 123 888 326 ABN 53 123 888 326

ORIGINAL SCALE 1:500 SHEET SIZE A3

SCALE 1 5 10 15 20 25

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) **ROBERT DAVID MACAULAY**

SIGNATURE *[Signature]*

REFERENCE S10026 28.10.2010

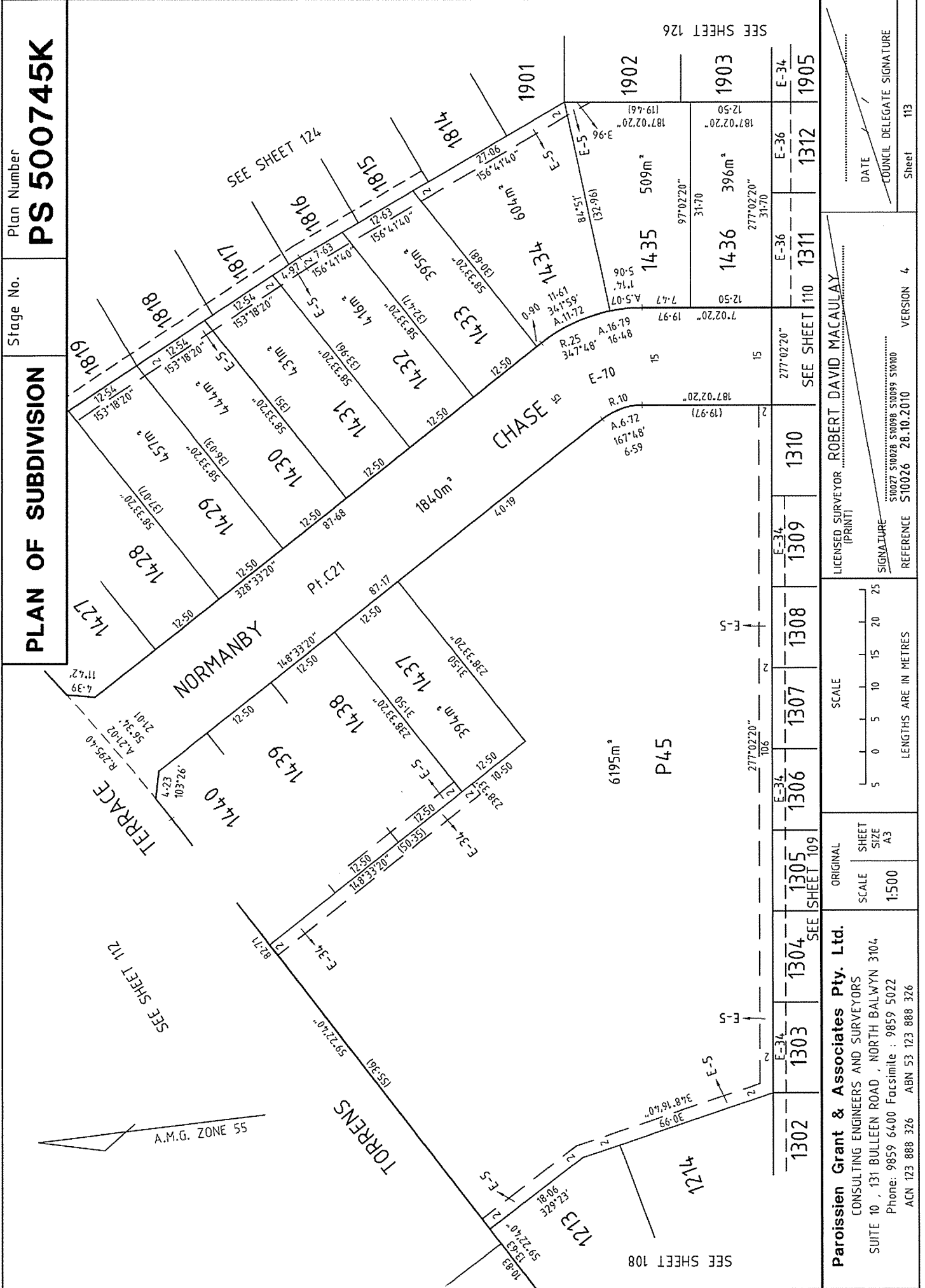
S10027 S10028 S10098 S10099

VERSION 4

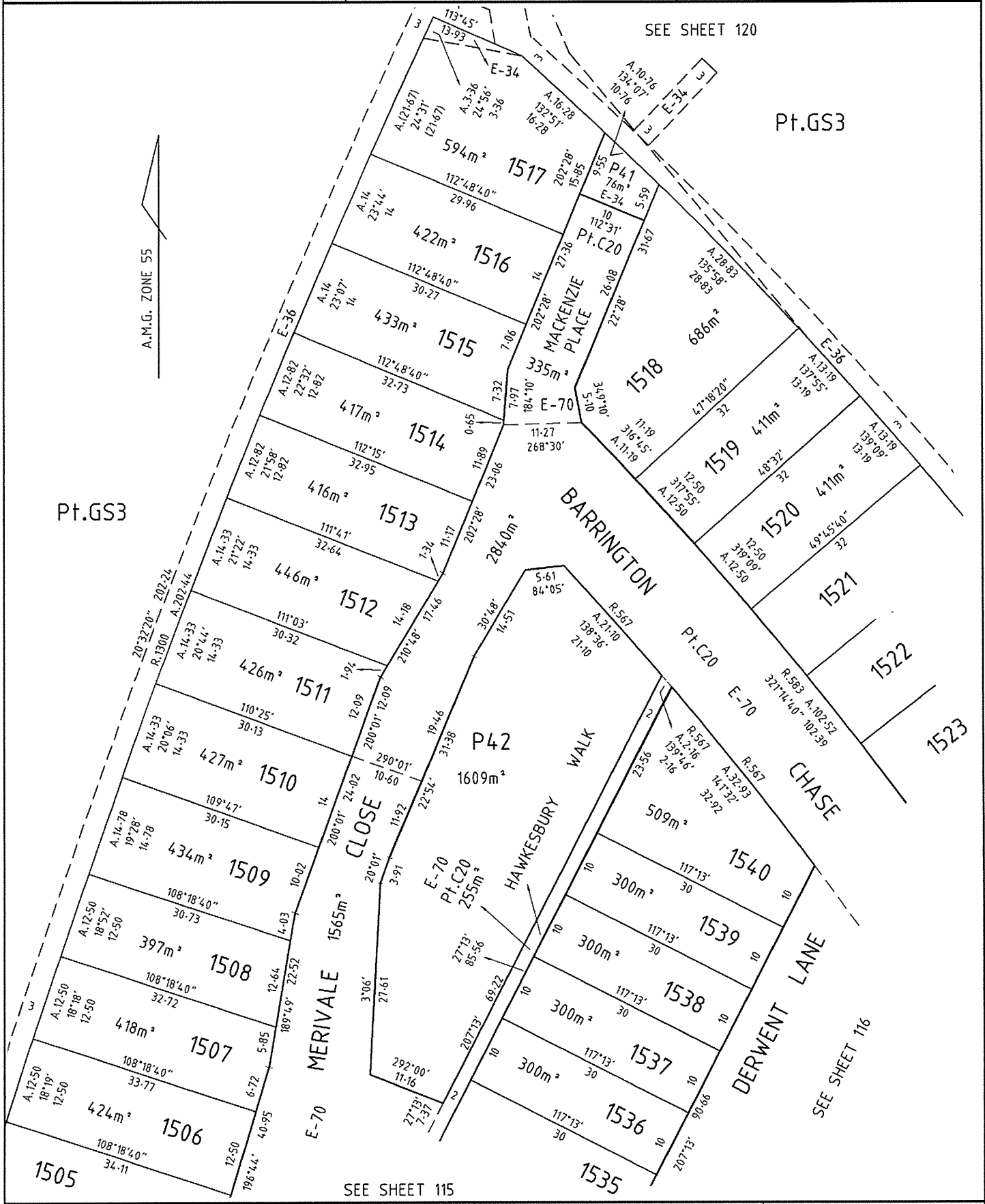
DATE *[Signature]*

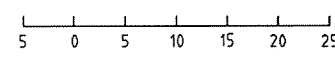
COUNCIL DELEGATE SIGNATURE *[Signature]*

Sheet 112

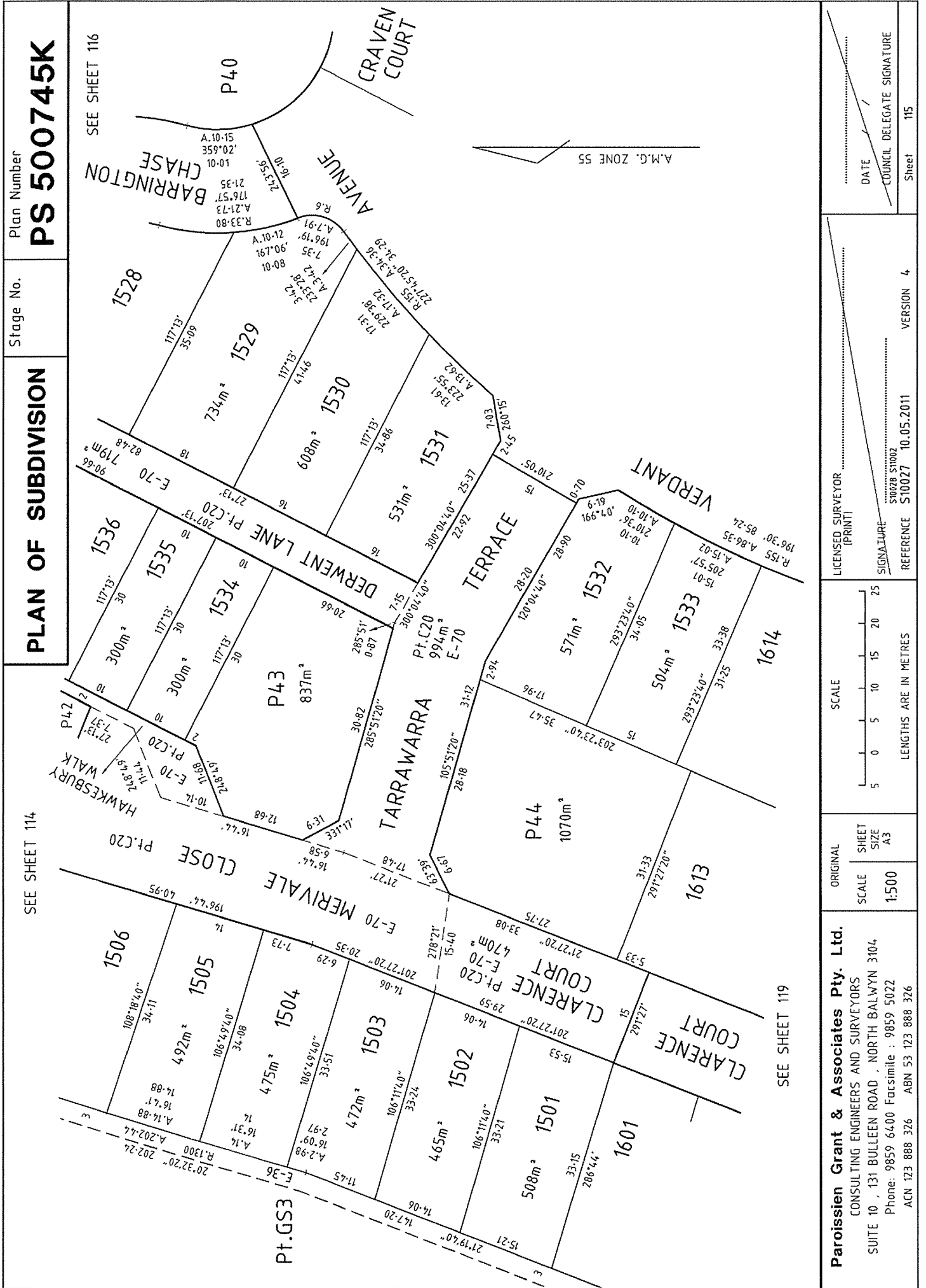


Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 123 888 326 ABN 53 123 888 326	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 500745K
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ORIGINAL SCALE 1:500	SCALE  LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) SIGNATURE REF. S11002 S10027 10.05.2011	DATE COUNCIL DELEGATE SIGNATURE Sheet 114
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VERSION 4



Plan Number
PS 500745K

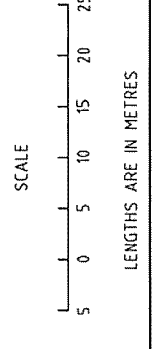
Stage No.

PLAN OF SUBDIVISION

SEE SHEET 114

DATE / /
COUNCIL DELEGATE SIGNATURE
Sheet 115

LICENSED SURVEYOR (PRINT)
SIGNATURE
REFERENCE S10028 S10027 10.05.2011 VERSION 4

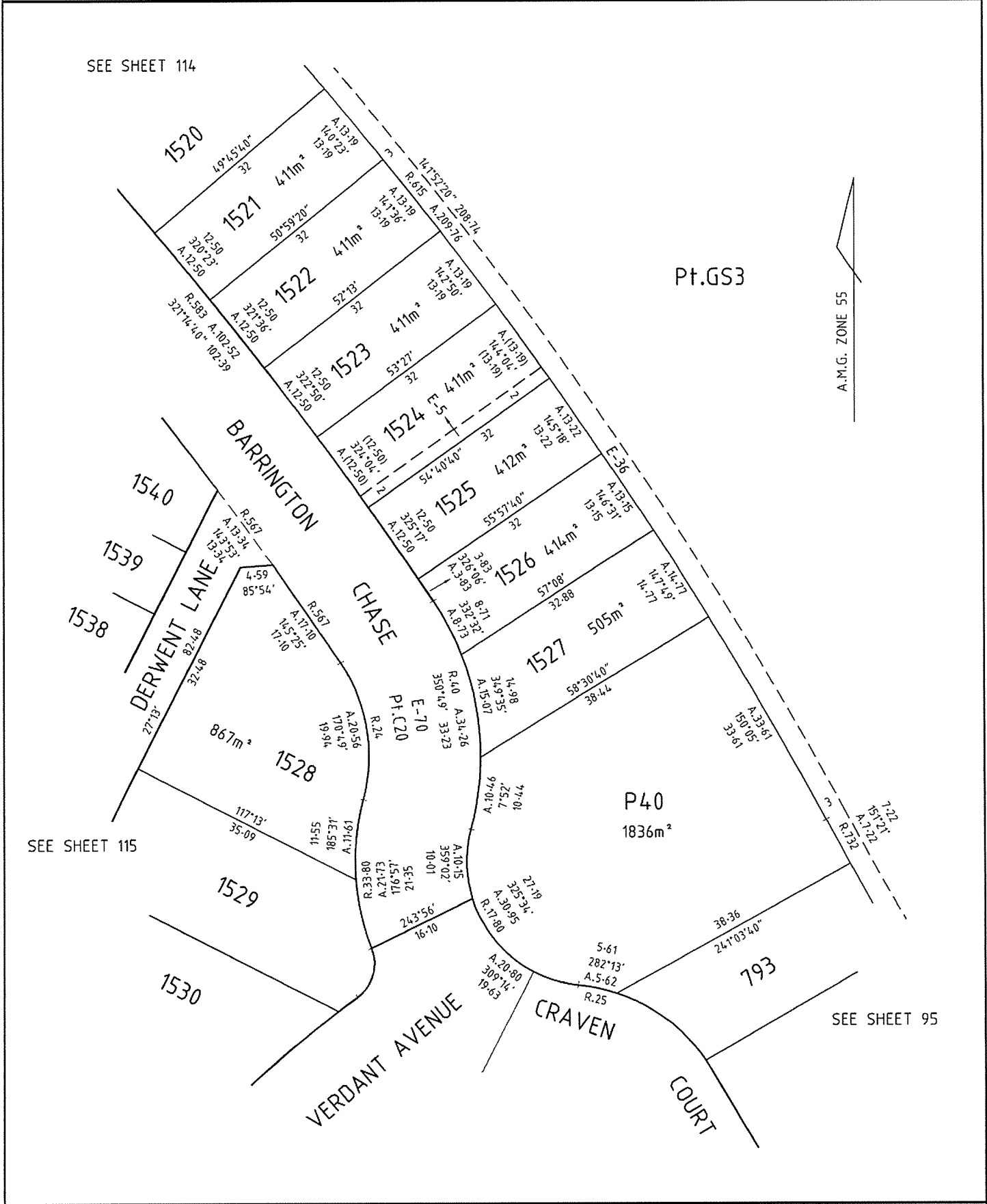


ORIGINAL SCALE 1:500
SHEET SIZE A3

Paroissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 123 888 326 ABN 53 123 888 326

SEE SHEET 119

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 123 888 326 ABN 53 123 888 326	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 500745K
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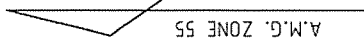
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PLAN OF SUBDIVISION

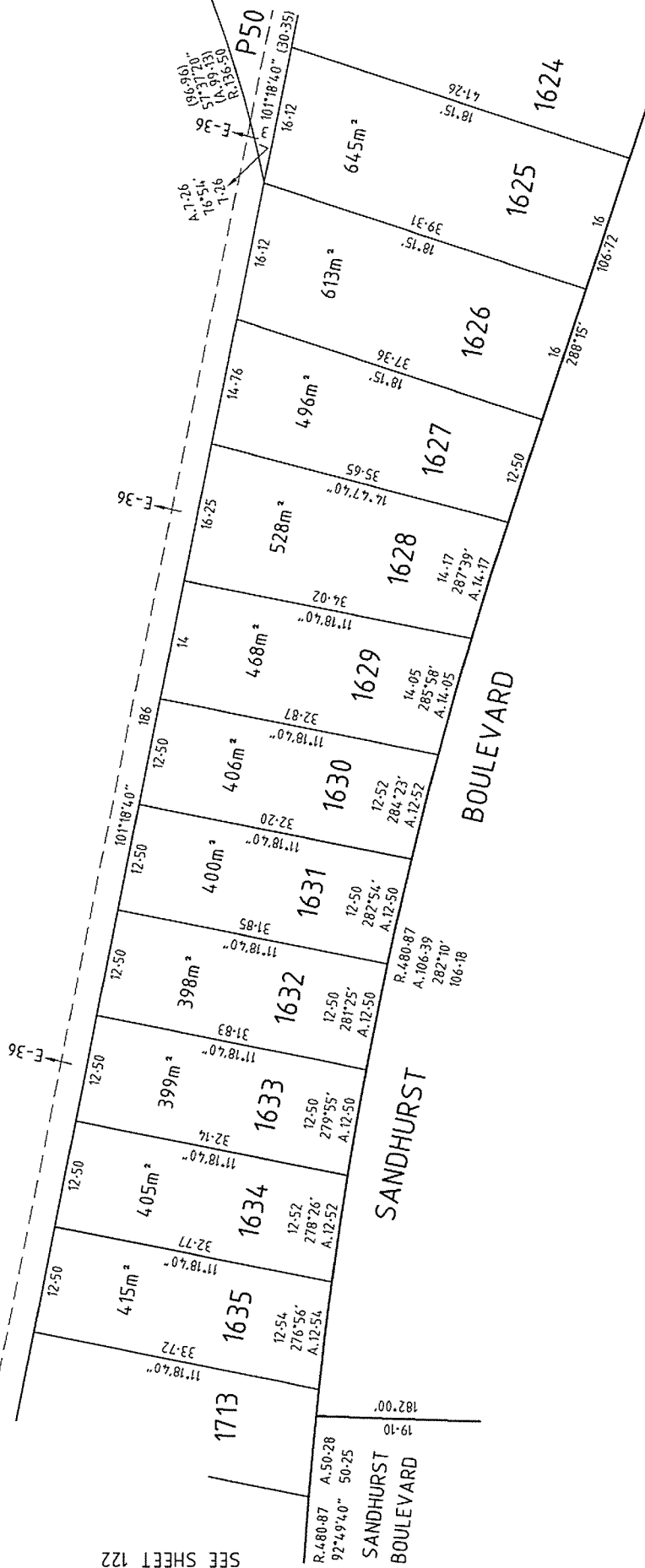
Stage No.

Plan Number

PS 500745K

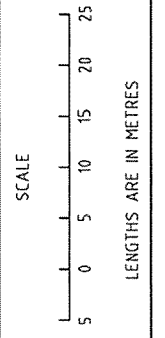


Pt.GS3



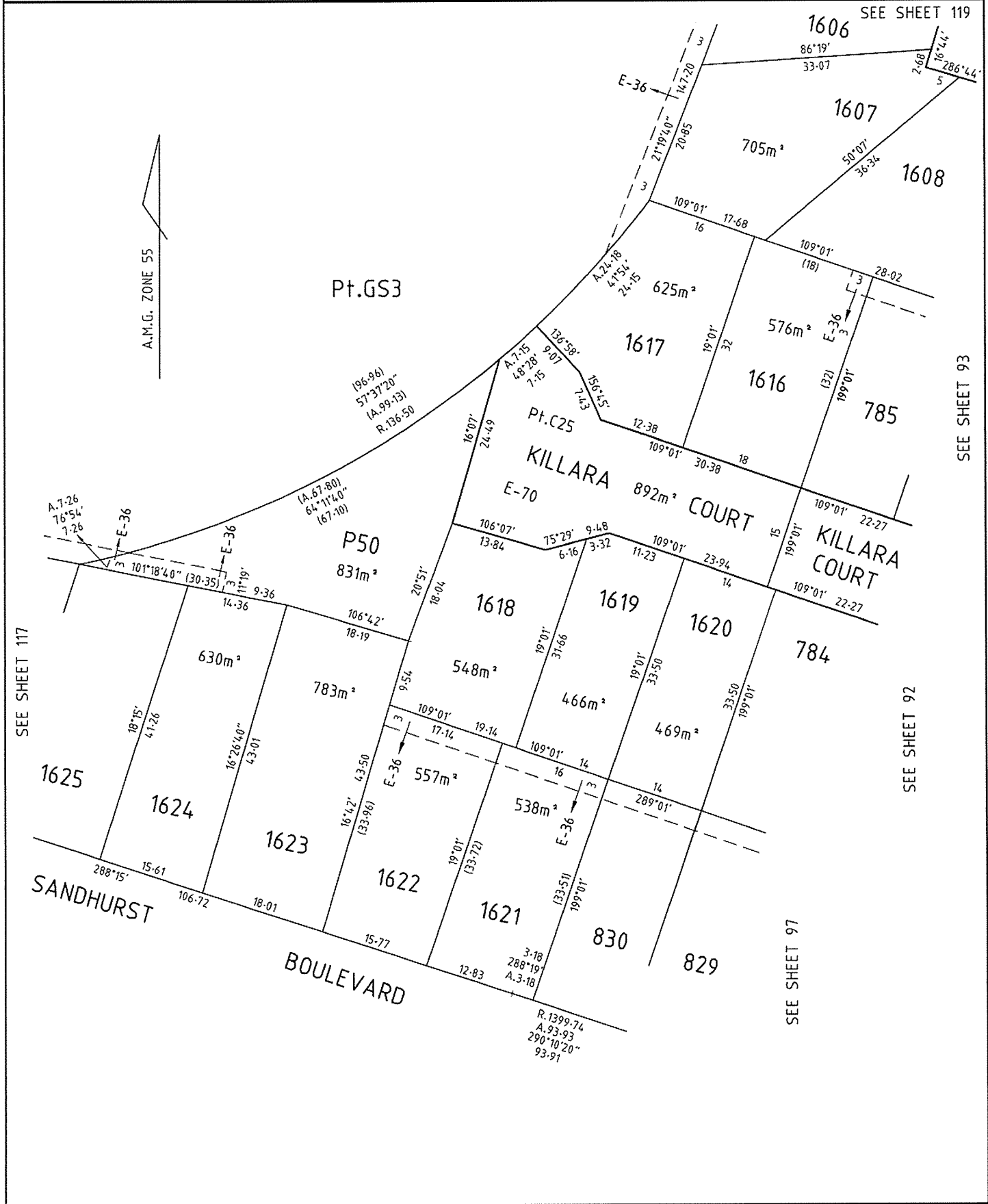
Paroissien Grant & Associates Pty. Ltd.
 CONSULTING ENGINEERS AND SURVEYORS
 SUITE 10, 431 BULLEEN ROAD, NORTH BALWYN 3104
 Phone: 9859 6400 Facsimile: 9859 5022
 ACN 123 888 326 ABN 53 123 888 326

ORIGINAL SCALE 1:500 SHEET SIZE A3

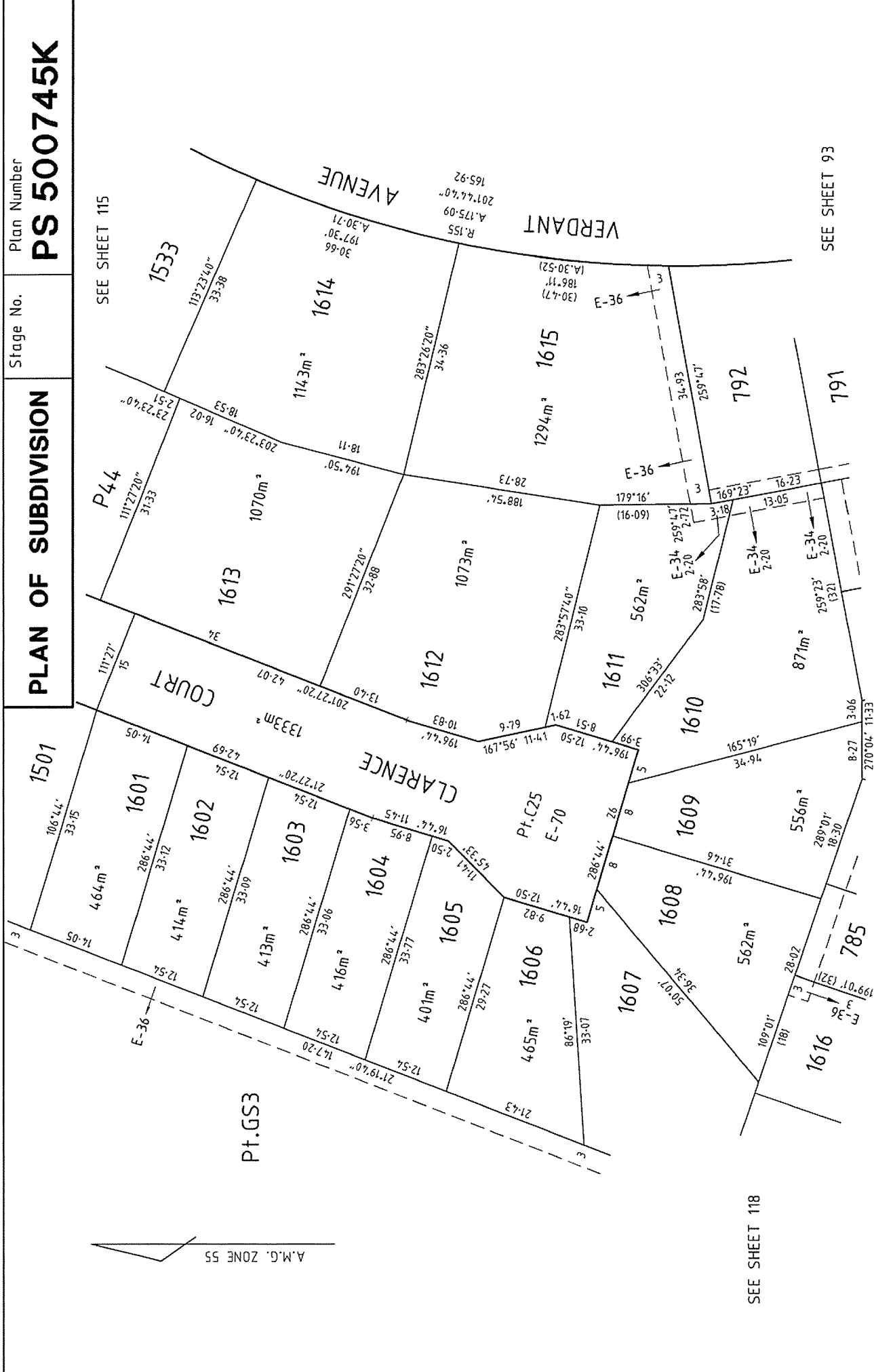


LICENSED SURVEYOR (PRINT) **ROBERT DAVID MACAULAY**
 SIGNATURE
 REFERENCE S10028 10.05.2011 VERSION 3
 SIGNATURE S11002 S10098
 DATE / /
 COUNCIL DELEGATE SIGNATURE
 Sheet 117

<p>Parolssien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 123 888 326 ABN 53 123 888 326</p>	<p>PLAN OF SUBDIVISION</p>	<p>Stage No.</p>	<p>Plan Number PS 500745K</p>
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<p>ORIGINAL SCALE 1:500</p>	<p>SCALE 0 5 10 15 20 25 LENGTHS ARE IN METRES</p>	<p>LICENSED SURVEYOR ROBERT DAVID MACAULAY (PRINT) SIGNATURE _____ REF. S10028 10.05.2011</p>	<p>DATE _____ COUNCIL DELEGATE SIGNATURE _____ Sheet 118</p>
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Plan Number
PS 500745K

Stage No.

PLAN OF SUBDIVISION

Parioisien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 431 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 123 888 326 ABN 53 123 888 326

ORIGINAL SCALE 1:500 SHEET SIZE A3

SCALE LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) **ROBERT DAVID MACAULAY**

SIGNATURE
51002

REFERENCE S10028 10.05.2011 VERSION 3

DATE
COUNCIL DELEGATE SIGNATURE
Sheet 119

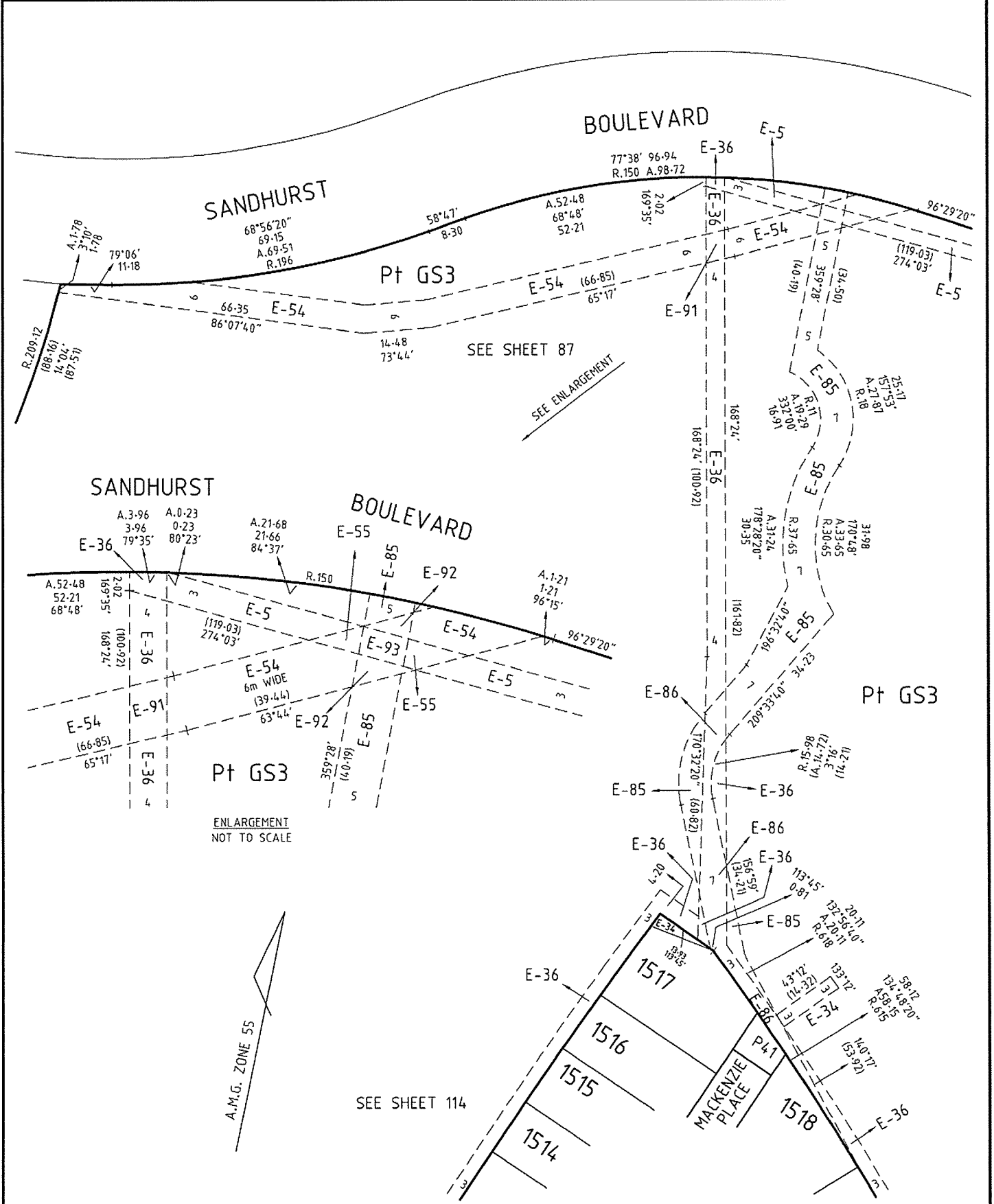
Peroissien Grant & Associates Pty. Ltd.
 CONSULTING ENGINEERS AND SURVEYORS
 SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
 Phone: 9859 6400 Facsimile: 9859 5022
 ACN 123 888 326 ABN 53 123 888 326

PLAN OF SUBDIVISION

Stage No.

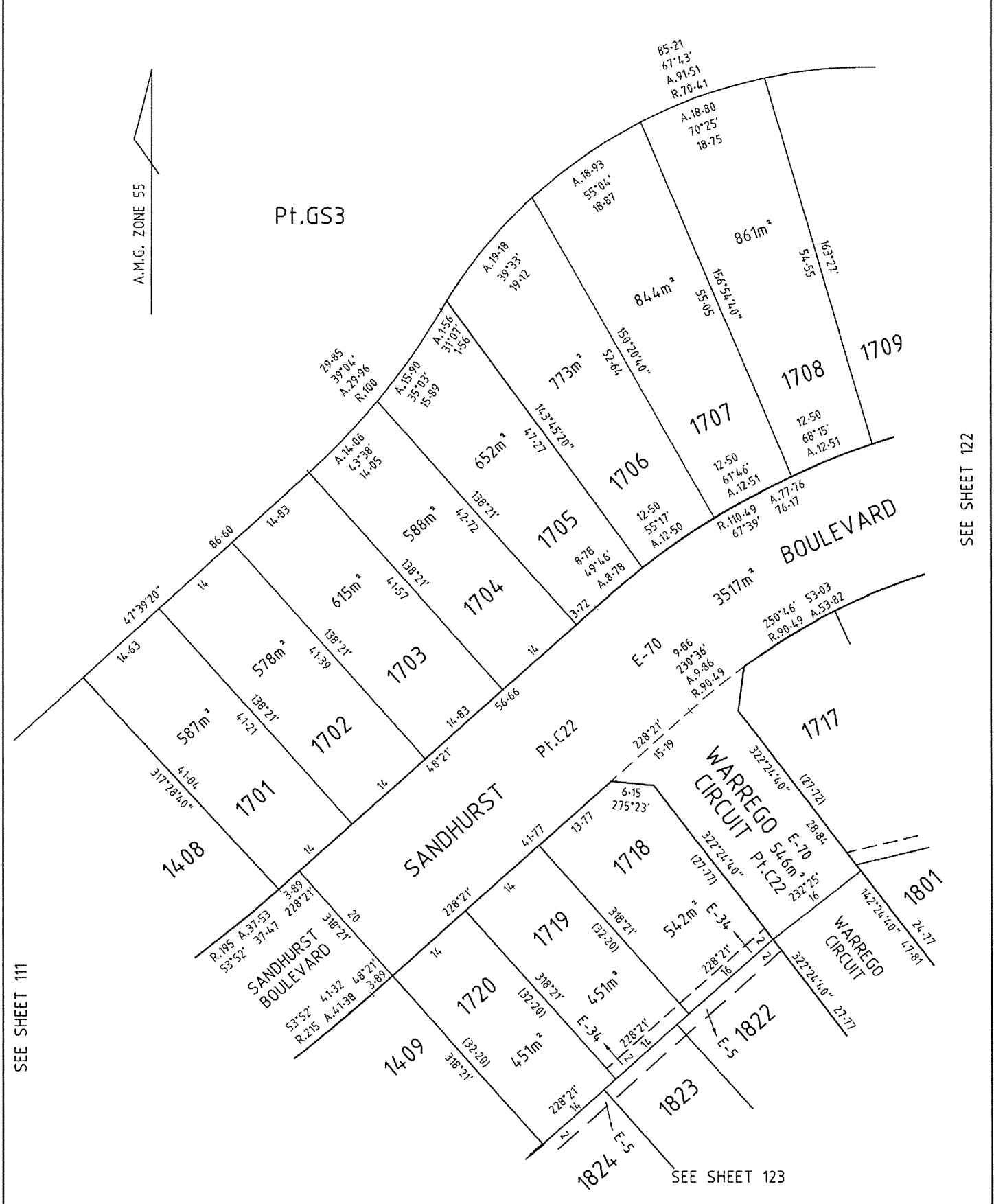
Plan Number

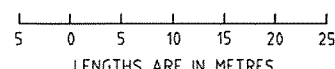
PS 500745K



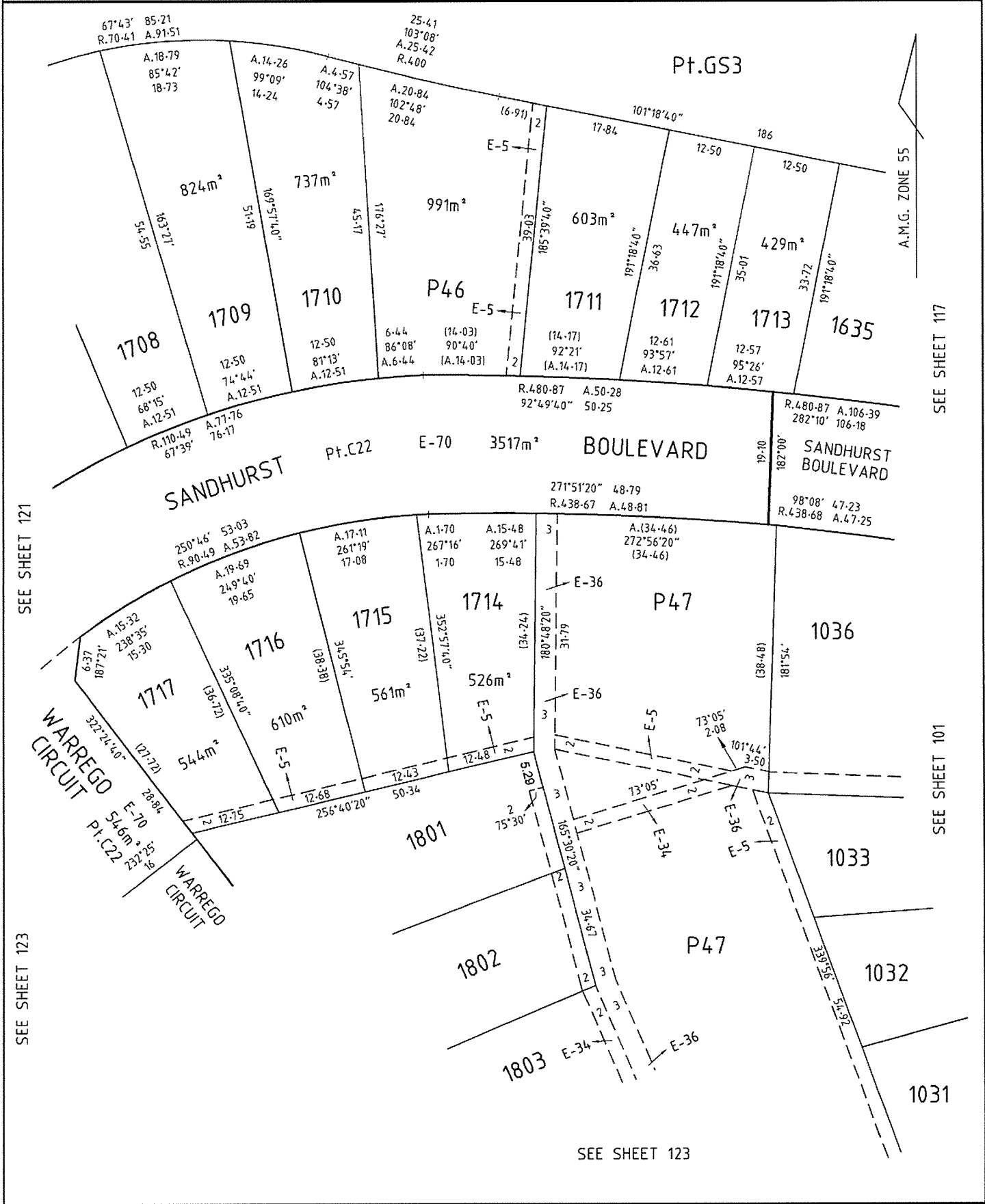
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SCALE	SHEET SIZE	0 7.5 15 22.5 30 37.5		(PRINT)		COUNCIL DELEGATE SIGNATURE	
1:750	A3	LENGTHS ARE IN METRES		SIGNATURE		Sheet 120	
				REF. S11002 23.11.2011		VERSION 4	

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 123 888 326 ABN 53 123 888 326	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 500745K
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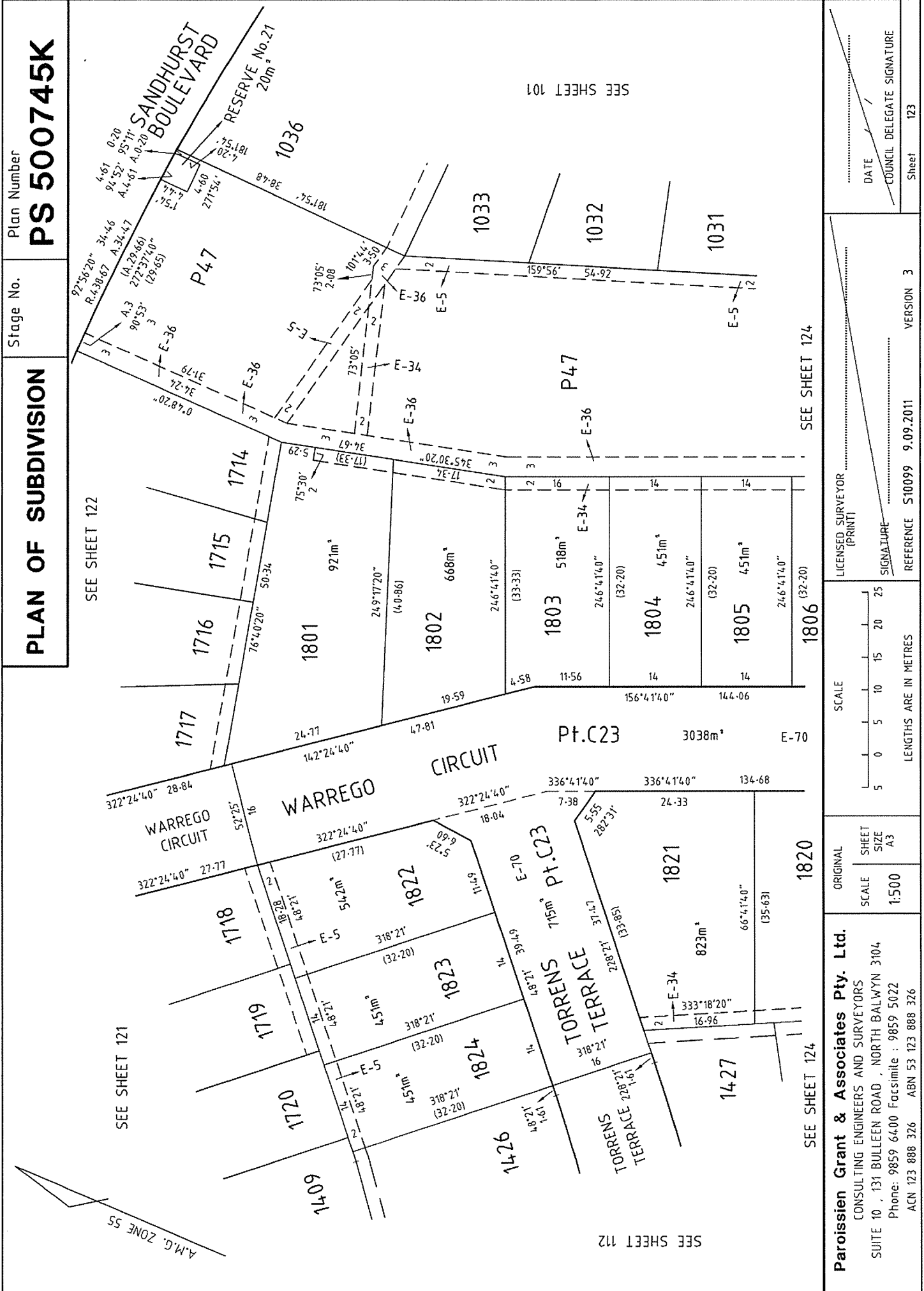


ORIGINAL SCALE 1:500	SCALE  LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) _____ SIGNATURE _____ <small>S11002 S10099</small> REF. S10098 28.10.2010	DATE _____ COUNCIL DELEGATE SIGNATURE _____ Sheet 121
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Parolssien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 123 888 326 ABN 53 123 888 326	<h2 style="margin: 0;">PLAN OF SUBDIVISION</h2>	Stage No.	Plan Number <h3 style="margin: 0;">PS 500745K</h3>
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ORIGINAL SCALE 1:500	SCALE LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) SIGNATURE REF. S10098 28.10.2010	DATE COUNCIL DELEGATE SIGNATURE Sheet 122
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PLAN OF SUBDIVISION

Stage No. **P47**

Plan Number **PS 500745K**

DATE / /

COUNCIL DELEGATE SIGNATURE

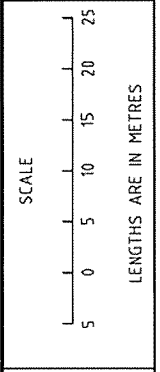
Sheet 123

LICENSED SURVEYOR (PRINT)

SIGNATURE

REFERENCE S10099 9.09.2011

VERSION 3



ORIGINAL SHEET SIZE A3

SCALE 1:500

Parioissen Grant & Associates Pty. Ltd.
 CONSULTING ENGINEERS AND SURVEYORS
 SUITE 10, 131 BULLIEN ROAD, NORTH BALWYN 3104
 Phone: 9859 6400 Facsimile: 9859 5022
 ACN 123 888 326 ABN 53 123 888 326

SEE SHEET 121

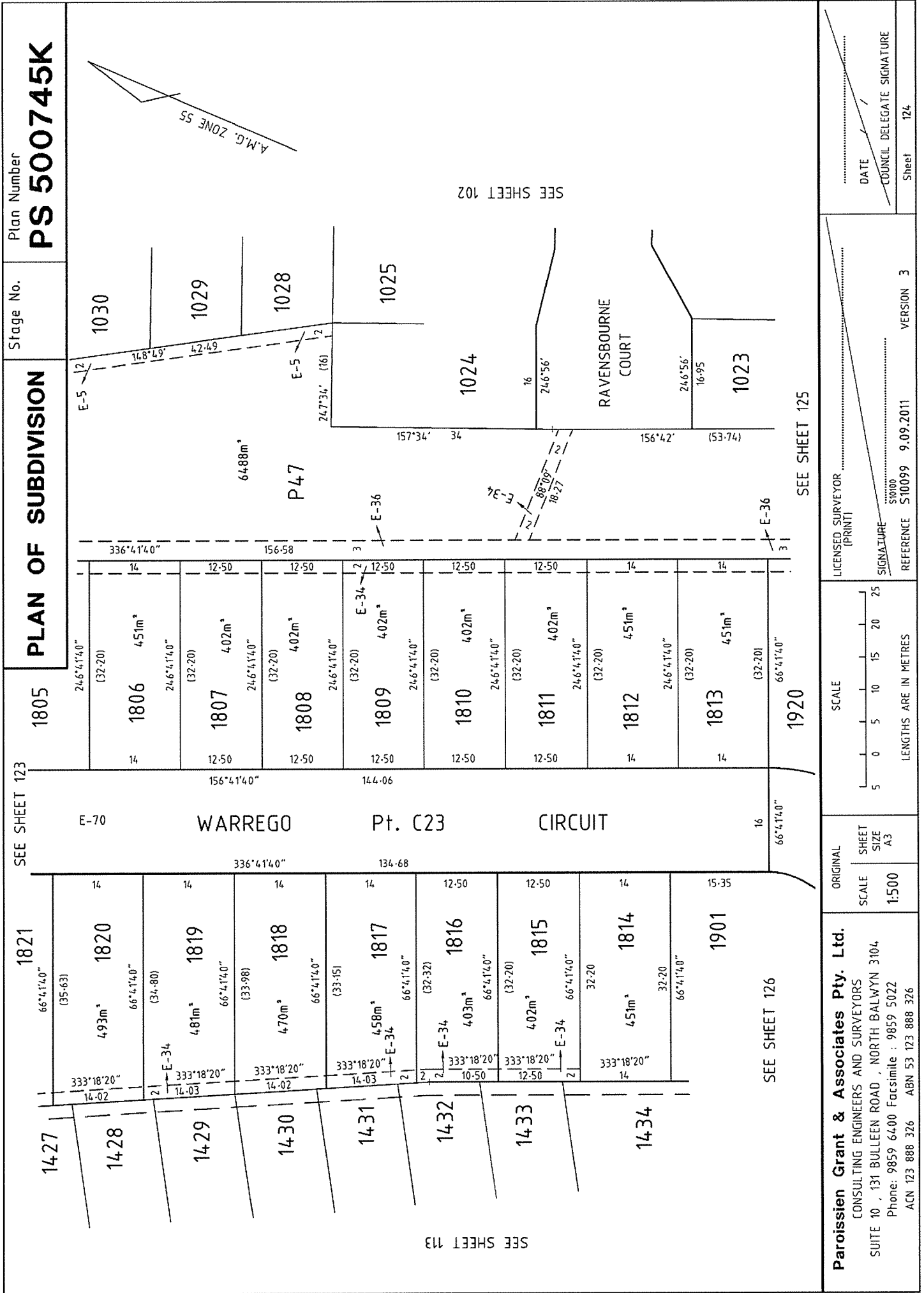
SEE SHEET 122

SEE SHEET 112

SEE SHEET 124

SEE SHEET 124

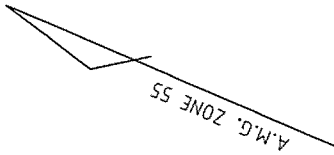
SEE SHEET 101



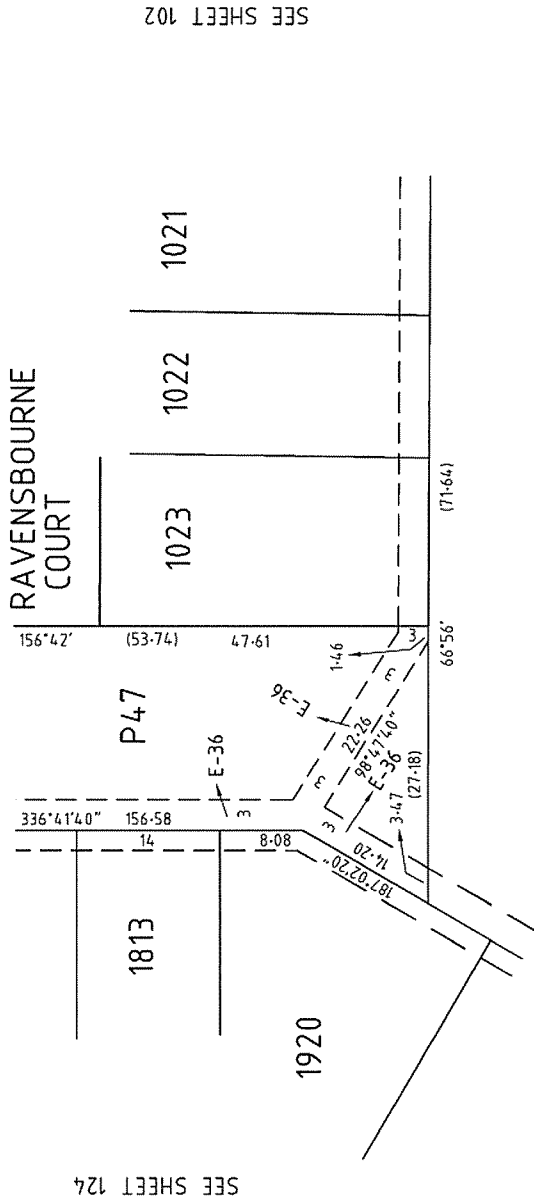
PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 500745K



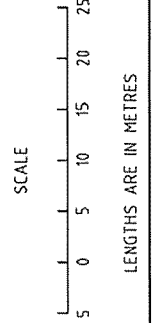
SEE SHEET 124



SEE SHEET 126

Paroissien Grant & Associates Pty. Ltd.
 CONSULTING ENGINEERS AND SURVEYORS
 SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104
 Phone : 9859 6400 Facsimile : 9859 5022
 ACN 123 888 326 ABN 53 123 888 326

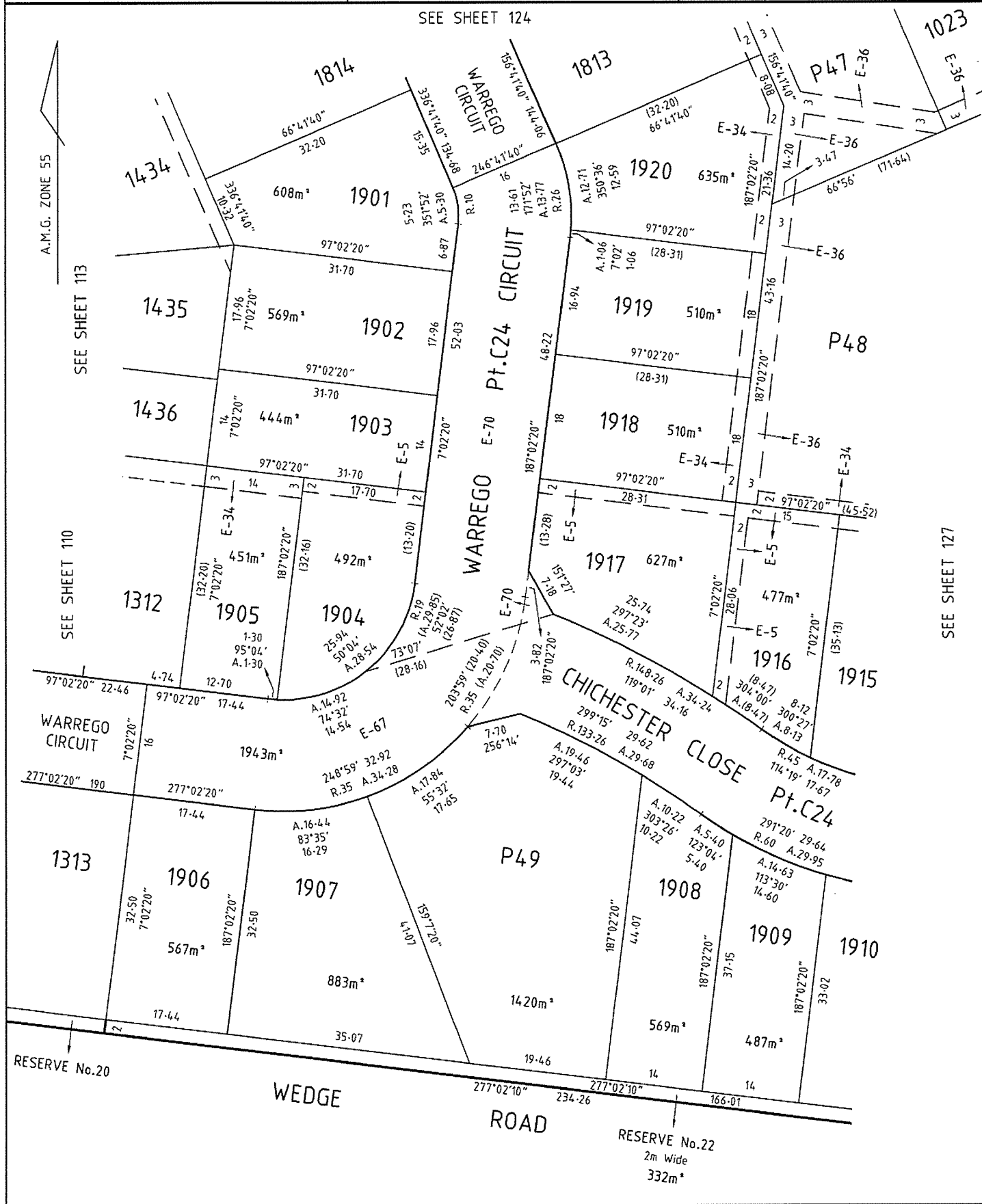
ORIGINAL SCALE 1:500 SHEET SIZE A3



LICENSED SURVEYOR (PRINT)
 SIGNATURE
 REFERENCE S10099 9.09.2011 VERSION 3

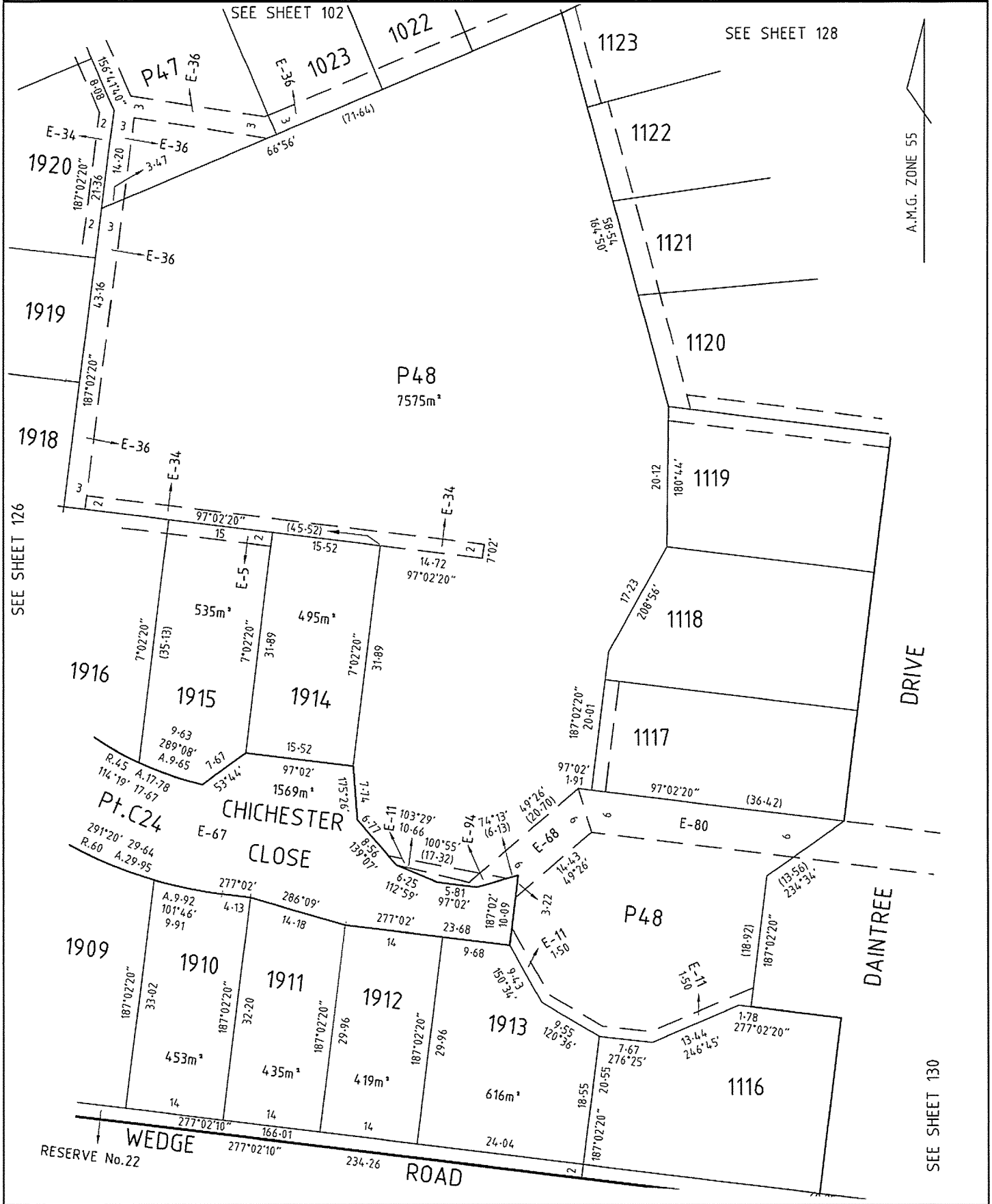
DATE / /
 COUNCIL DELEGATE SIGNATURE
 Sheet 125

Parolssien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 123 888 326 ABN 53 123 888 326	PLAN OF SUBDIVISION	Stage No.	Plan Number	PS 500745K
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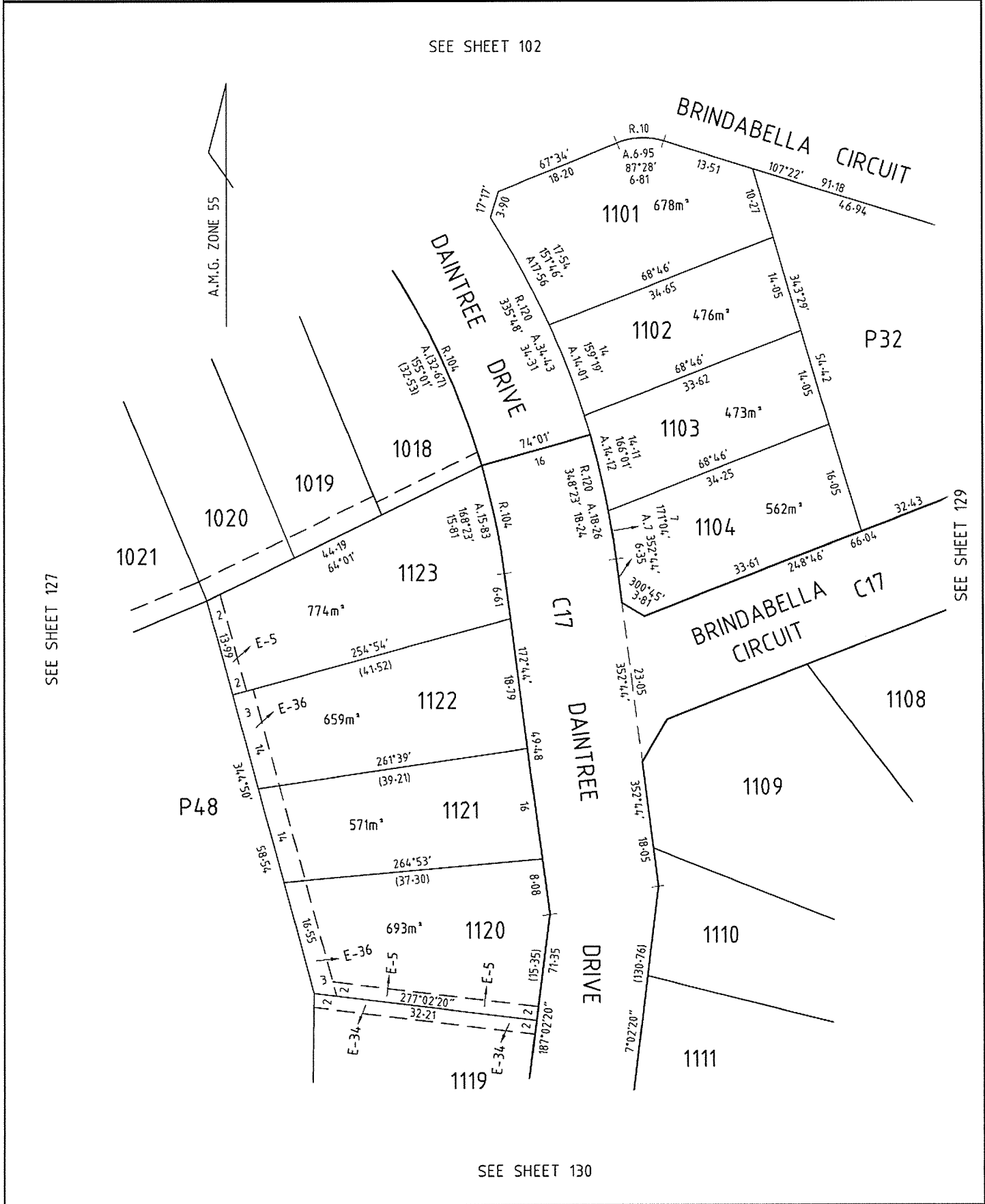
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SCALE 1:500	SHEET SIZE A3 LENGTHS ARE IN METRES	SIGNATURE	DATE
		REF. S10100 9.09.2011	COUNCIL DELEGATE SIGNATURE
		VERSION 2	Sheet 126

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 123 888 326 ABN 53 123 888 326	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 500745K
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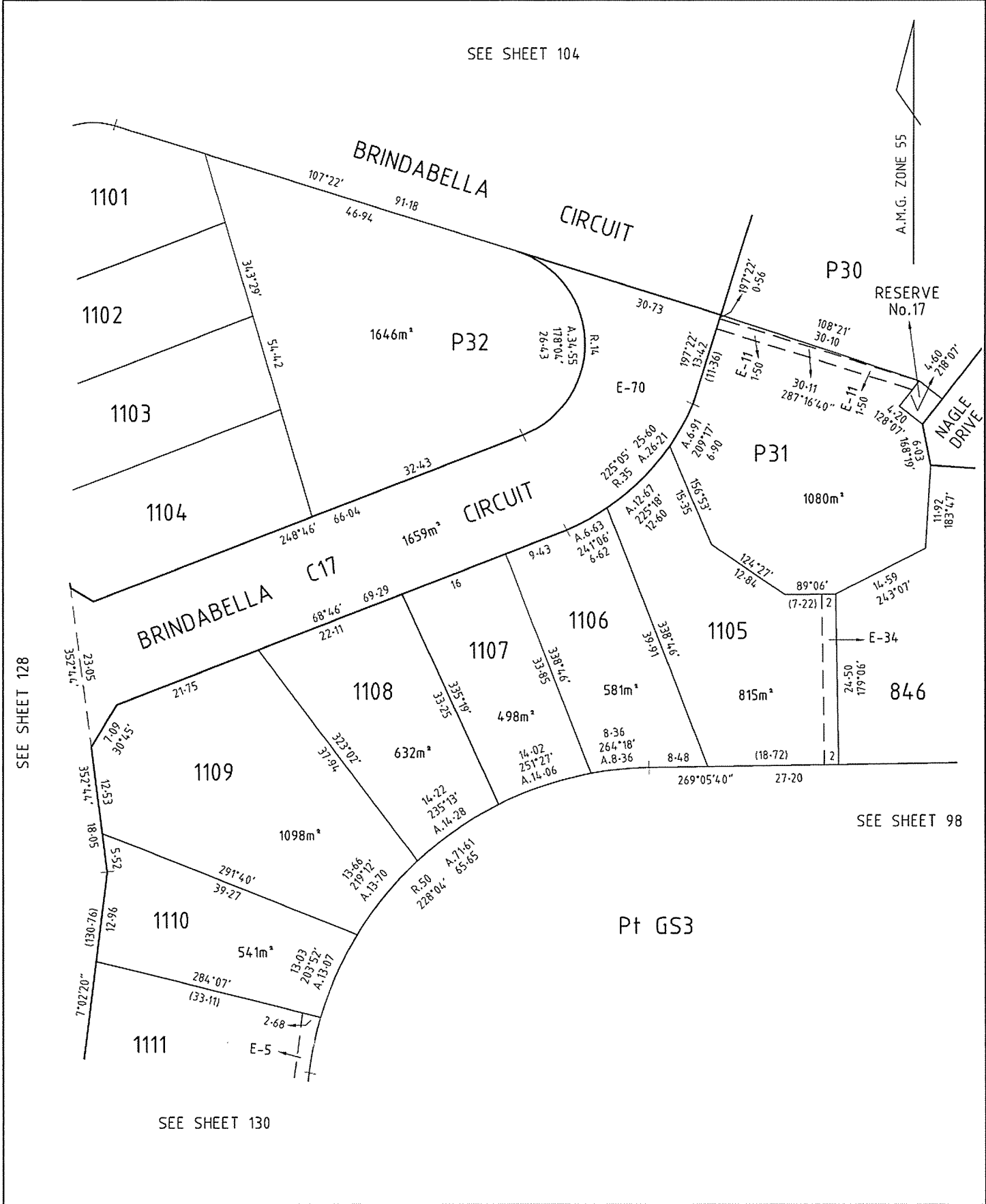
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Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 123 888 326 ABN 53 123 888 326	PLAN OF SUBDIVISION	Stage No.	Plan Number
			PS 500745K



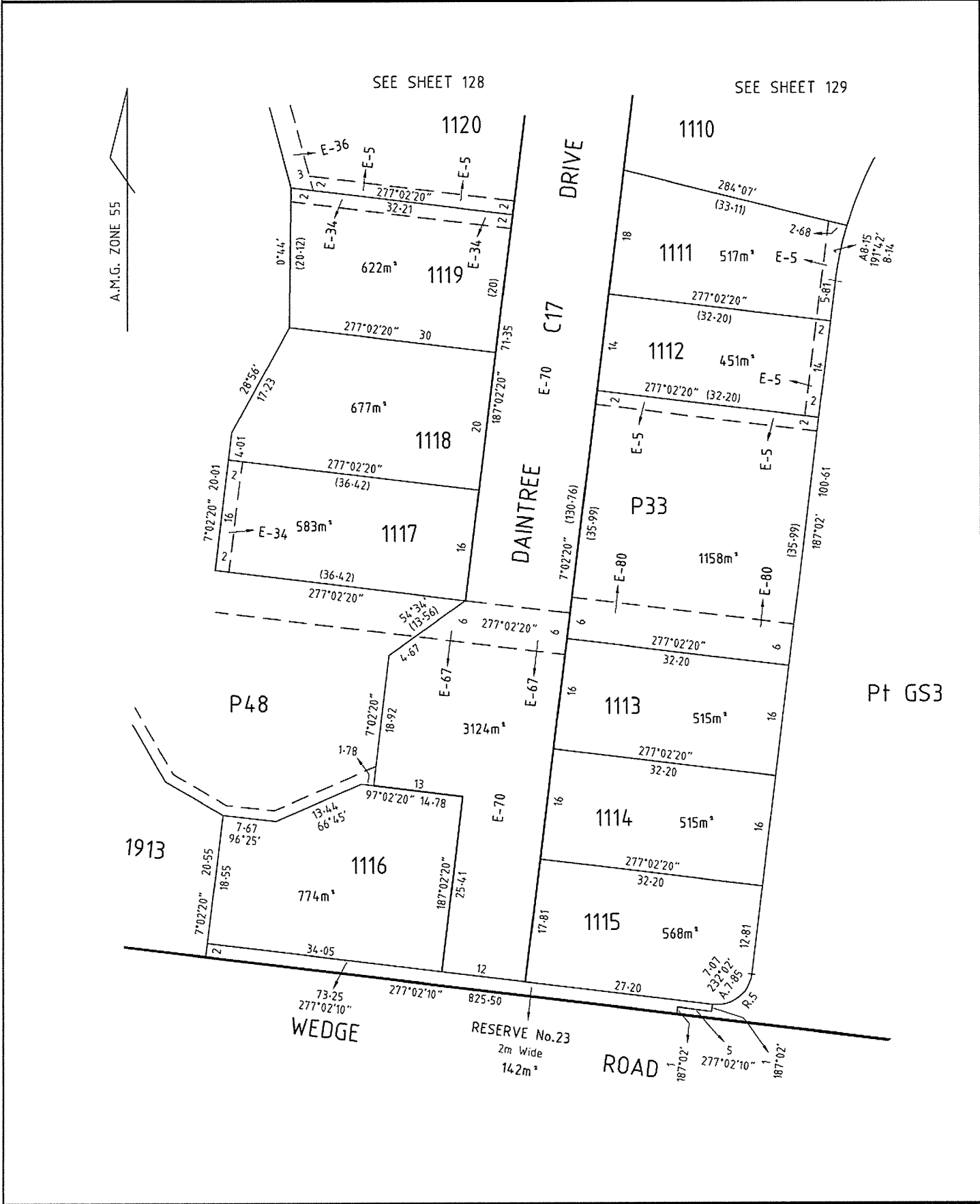
ORIGINAL	SCALE	LICENSED SURVEYOR <u>ROBERT DAVID MACAULAY</u>
SCALE		(PRINT)	DATE / /
1:500	LENGTHS ARE IN METRES	SIGNATURE	DATE / /
SHEET SIZE A3		REF. S09096 13.09.2011	VERSION 4
		
			DATE / /
			COUNCIL DELEGATE SIGNATURE
			Sheet 128

<p>Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 123 888 326 ABN 53 123 888 326</p>	<p>PLAN OF SUBDIVISION</p>	<p>Stage No.</p>	<p>Plan Number PS 500745K</p>
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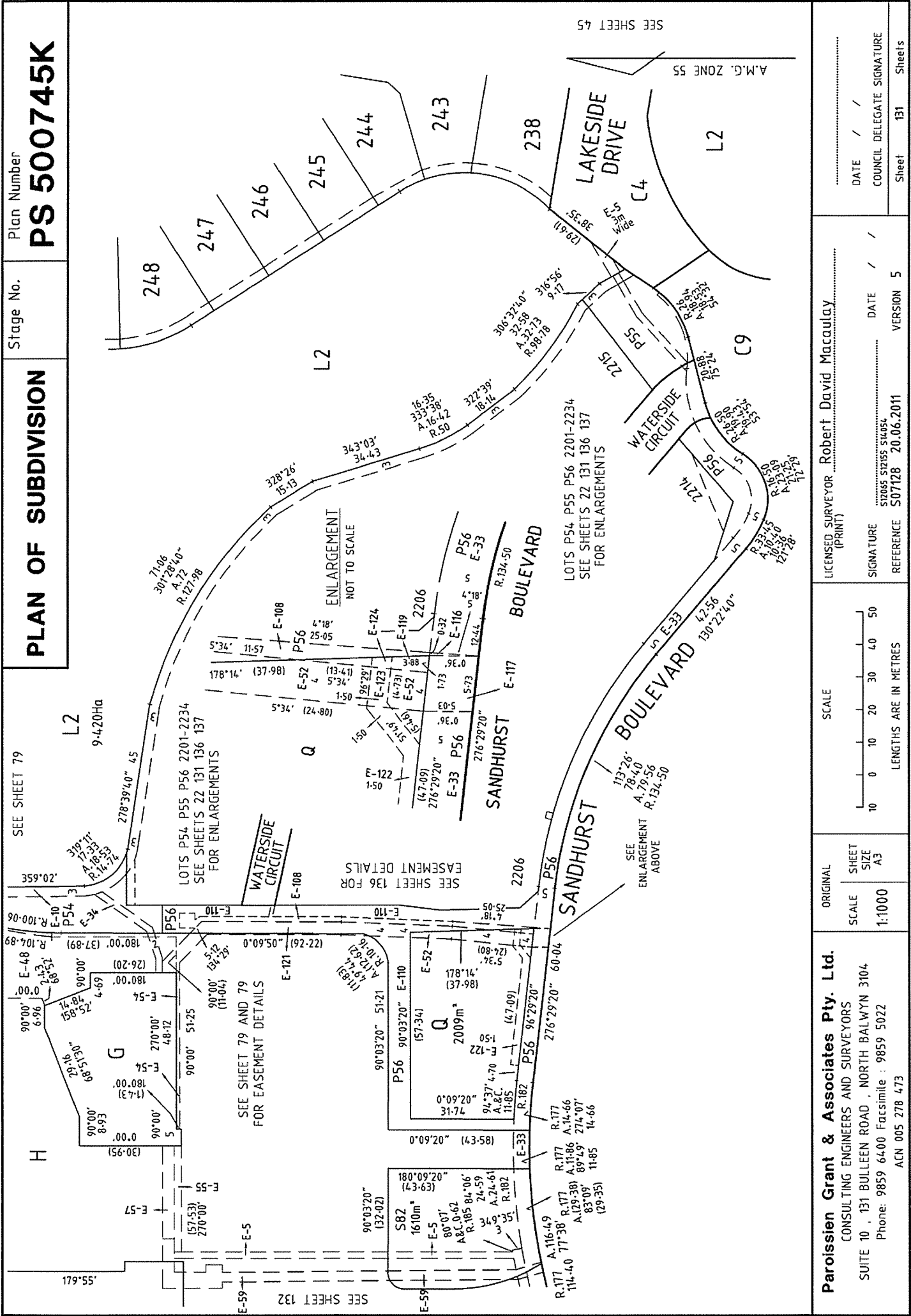


<p>ORIGINAL SCALE 1:500</p>	<p>SCALE 5 0 5 10 15 20 25 LENGTHS ARE IN METRES</p>	<p>LICENSED SURVEYOR <u>ROBERT DAVID MACAULAY</u> (PRINT) SIGNATURE DATE / / <small>S11002</small> REF. S09096 13.09.2011 VERSION 4</p>	<p>..... DATE / / COUNCIL DELEGATE SIGNATURE Sheet 129</p>
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<p>Parolssien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 123 888 326 ABN 53 123 888 326</p>	<p>PLAN OF SUBDIVISION</p>	<p>Stage No.</p>	<p>Plan Number PS 500745K</p>
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<p>ORIGINAL SCALE 1:500 SHEET SIZE A3</p>	<p>SCALE LENGTHS ARE IN METRES</p>	<p>LICENSED SURVEYOR <u>ROBERT DAVID MACAULAY</u> (PRINT) SIGNATURE _____ DATE / / REF. S09096 13.09.2011 VERSION 4</p>	<p>DATE / / COUNCIL DELEGATE SIGNATURE _____ Sheet 130</p>
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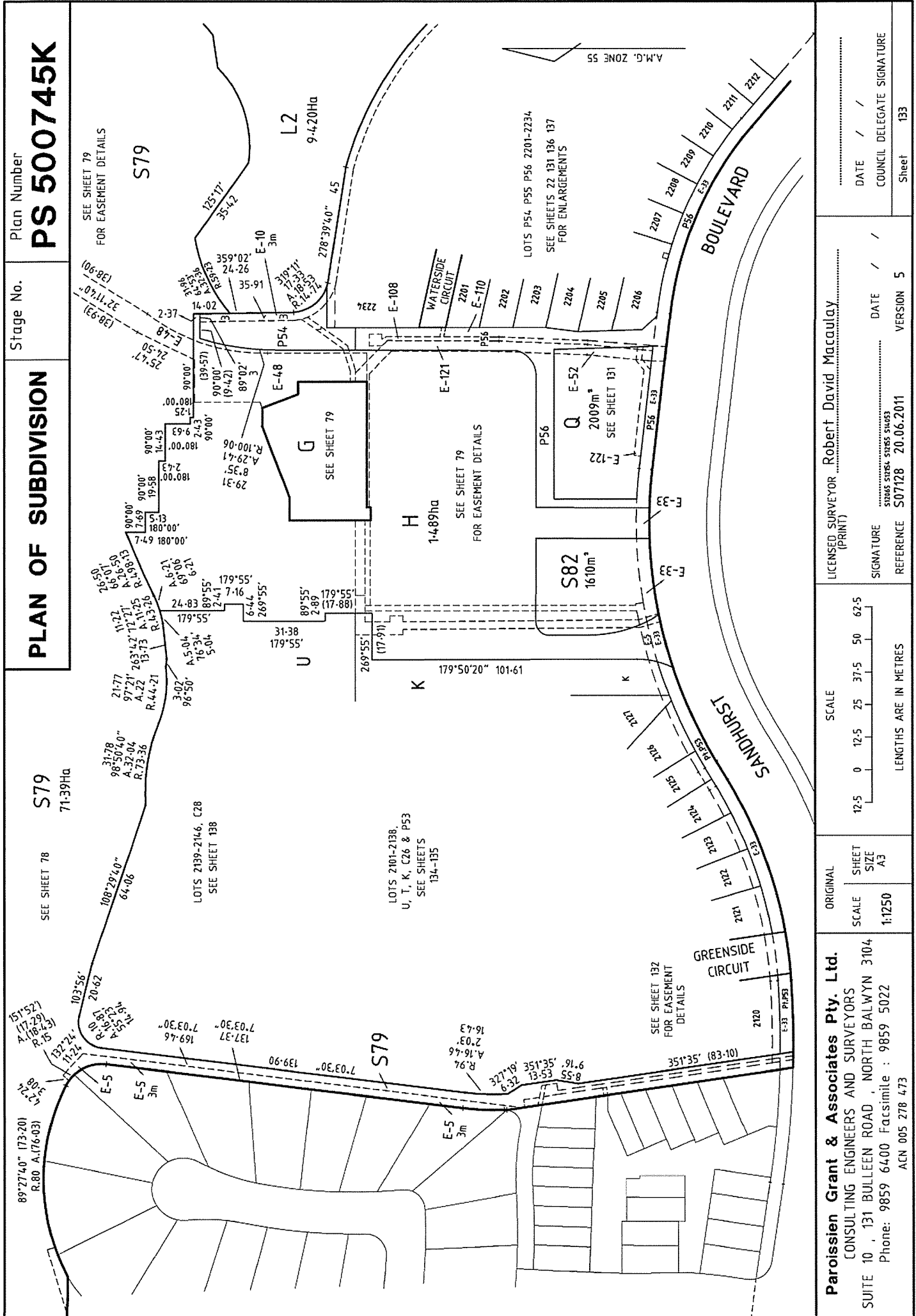


Stage No. **PS 500745K**
Plan Number

PLAN OF SUBDIVISION

SEE SHEET 79
SEE SHEET 132

<p>Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 005 278 473</p>		<p>ORIGINAL SCALE 1:1000 SHEET SIZE A3</p>		<p>SCALE 10 0 10 20 30 40 50 LENGTHS ARE IN METRES</p>		<p>LICENSED SURVEYOR Robert David Maccauly (PRINT)</p>		<p>SIGNATURE SY0055 SY0155 SY0054 REFERENCE S07128 20.06.2011</p>		<p>DATE / / COUNCIL DELEGATE SIGNATURE Sheet 131 Sheets</p>	
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Plan Number
PS 500745K

Stage No.

PLAN OF SUBDIVISION

S79
71.39Ha

SEE SHEET 78

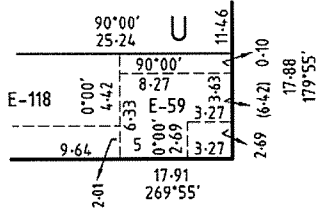
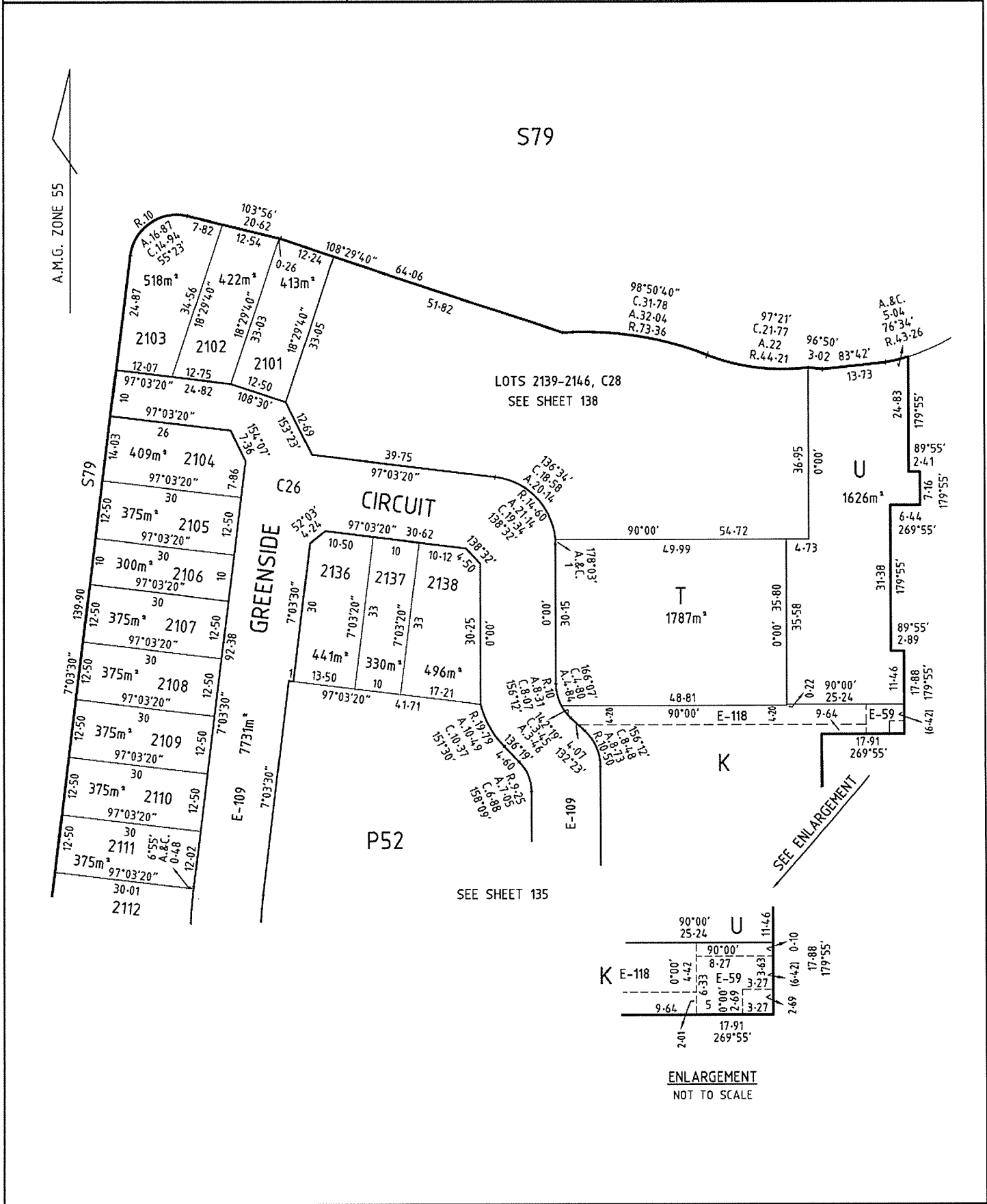
SEE SHEET 79
FOR EASEMENT DETAILS

SEE SHEET 79
FOR EASEMENT DETAILS

SEE SHEETS 22 131 136 137
FOR ENLARGEMENTS

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 005 278 473	ORIGINAL SCALE 1:1250	SHEET SIZE A3	SCALE 12.5 0 12.5 25 37.5 50 62.5 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) Robert David Macaulay	DATE / / COUNCIL DELEGATE SIGNATURE
	REFERENCE S07128 20.06.2011	SIGNATURE S1285 S1284 S1285 S1283	DATE / / VERSION 5	SHEET 133	

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 123 888 326 ABN 53 123 888 326	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 500745K
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ORIGINAL	SCALE	LICENSED SURVEYOR	DATE
SCALE 1:750	SHEET SIZE A3 LENGTHS ARE IN METRES	(PRINT) SIGNATURE S14053 REF. S12154PS 25.02.2014 COUNCIL DELEGATE SIGNATURE Sheet 134
		VERSION 5	

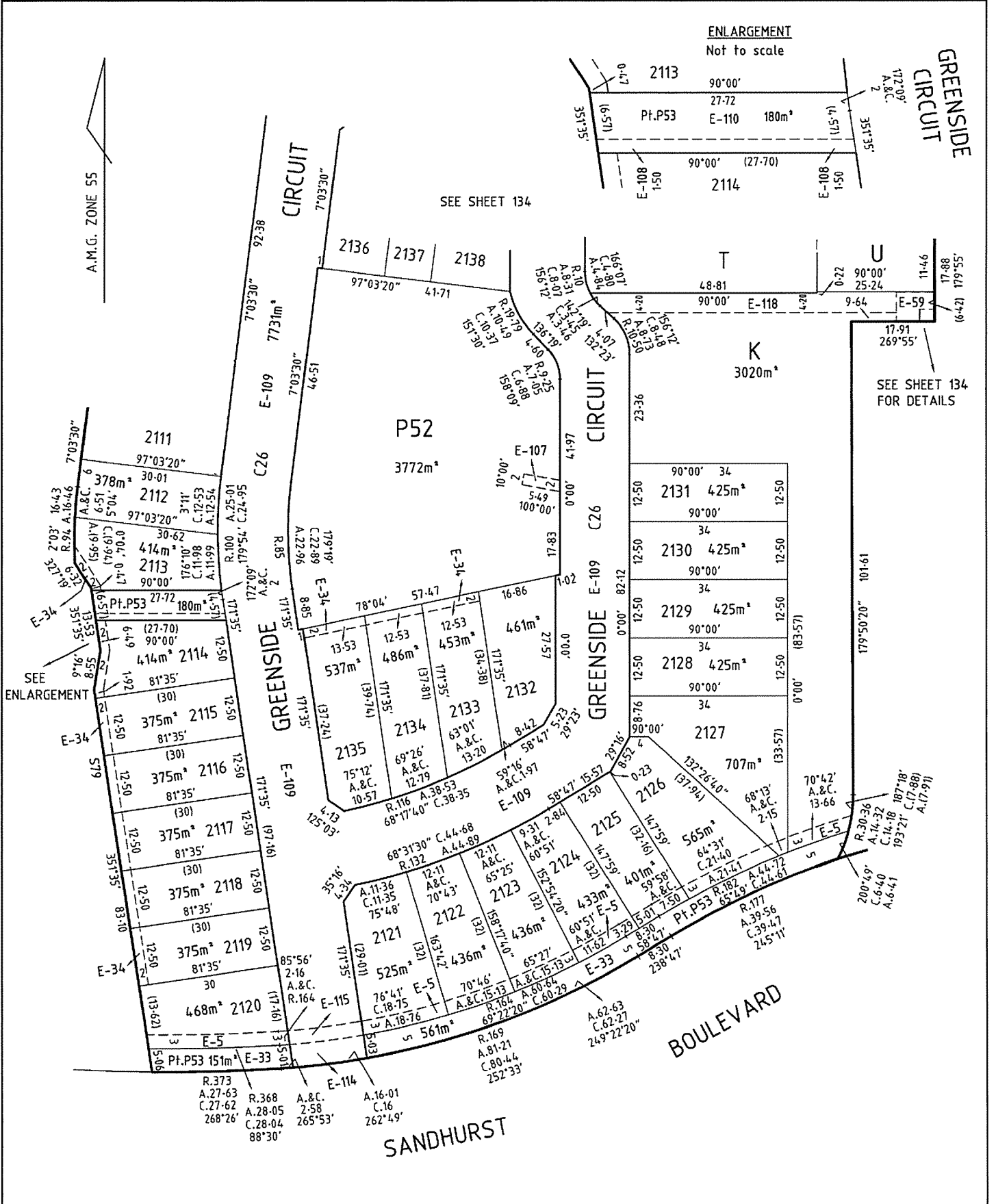
Paroissien Grant & Associates Pty. Ltd.
 CONSULTING ENGINEERS AND SURVEYORS
 SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
 Phone: 9859 6400 Facsimile : 9859 5022
 ACN 123 888 326 ABN 53 123 888 326

PLAN OF SUBDIVISION

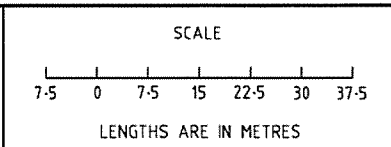
Stage No.

Plan Number

PS 500745K



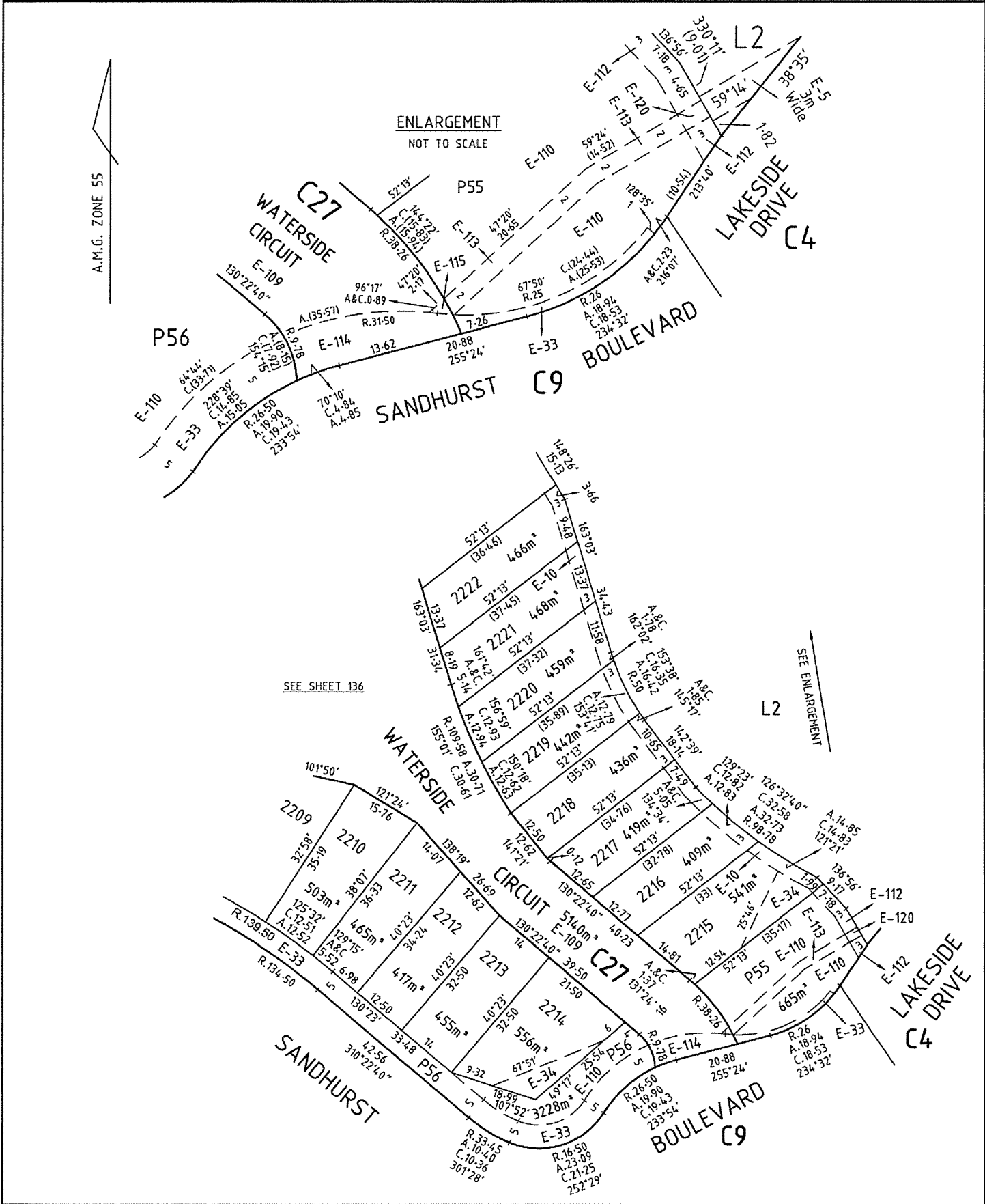
ORIGINAL	SCALE
SCALE	SHEET SIZE
1:750	A3



LICENSED SURVEYOR (PRINT)
 SIGNATURE _____
 REF. S12154PS 25.02.2014 VERSION 5

DATE _____
 COUNCIL DELEGATE SIGNATURE _____
 Sheet 135

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 123 888 326 ABN 53 123 888 326	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 500745K
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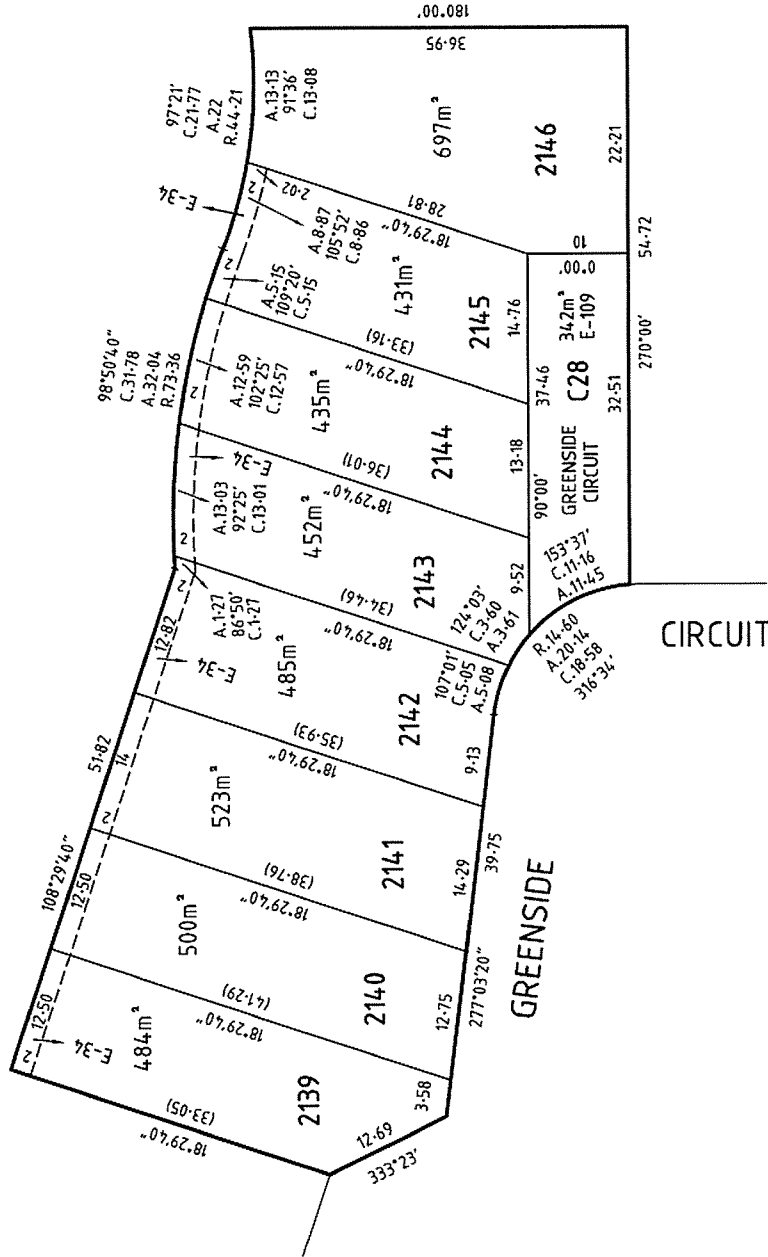
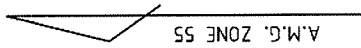


ORIGINAL SCALE 1:750	SCALE LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) _____ SIGNATURE _____ REF. S12155PS2 8.08.2014 VERSION 4	DATE _____ COUNCIL DELEGATE SIGNATURE _____ Sheet 137
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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 500745K



<p>Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 123 888 326 ABN 53 123 888 326</p>	<p>ORIGINAL SCALE 1:500</p> <p>SHEET SIZE A3</p>	<p>SCALE</p> <p>LENGTHS ARE IN METRES</p>	<p>LICENSED SURVEYOR (PRINT)</p> <p>SIGNATURE</p> <p>REFERENCE S14.053PS 7.11.2014 VERSION 3</p>	<p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>Sheet 138</p>
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Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 005 278 473	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 500745K
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CREATION OF RESTRICTION

Upon registration of this plan the following restriction is created:

Land to Benefit:

Every lot on plan of subdivision PS500745K

Land to be Burdened:

Lots 523-769 (inclusive), Lots 3001-3024 (inclusive) and C14 on Plan of Subdivision PS500745K (Stage 6); Lots 770-821 (inclusive) and Lots 825-828 (inclusive) on Plan of Subdivision PS500745K (Stage 8); Lots 822-824 (inclusive) and 829-846 (inclusive) on Plan of Subdivision PS500745K (Stage 9); Lots 1001-1036 (inclusive) on Plan of Subdivision PS500745K (Stage 10); Lots 1101-1123 (inclusive) on Plan of Subdivision PS500745K (Stage 11); Lots 1201-1255 (inclusive) on Plan of Subdivision PS500745K (Stage 12); Lots 1301-1323 (inclusive) on Plan of Subdivision PS500745K (Stage 13); Lots 1401-1440 (inclusive) on Plan of Subdivision PS500745K (Stage 14); Lots 1501-1540 (inclusive) on Plan of Subdivision PS500745K (Stage 15); Lots 1601-1635 (inclusive) on Plan of Subdivision PS500745K (Stage 16); Lots 1701-1720 (inclusive) on Plan of Subdivision PS500745K (Stage 17); Lots 1801-1824 (inclusive) on Plan of Subdivision PS500745K (Stage 18); Lots 1901-1920 (inclusive) on Plan of Subdivision PS500745K (Stage 19); Lots 2101-2138 (inclusive), and S83 on Plan of Subdivision PS500745K (Stage 80); Lots 2201-2225 (inclusive) & S84 on Plan of Subdivision PS500745K (Stage 85); Lots 2226-2234 (inclusive) on Plan of Subdivision PS500745K (Stage 84), Lots 2139-2146 (inclusive) on Plan of Subdivision PS500745K (Stage 83);

Description of Restriction:

1. The owner of a lot must not:
 - 1.1 erect, cause or permit to be erected or remain upon the lot, any building or other structure:
 - 1.1.1 which does not comply with the Sandhurst Homeowners Building Code; and
 - 1.1.2 without the company's prior written approval of all building plans and specifications;
 - 1.2 occupy or cause to be occupied any building or other structure built upon the lot without the company's prior written approval; or
 - 1.3 alter or use any building or other structure erected upon the lot in a way which does not comply with:
 - 1.3.1 the Sandhurst Homeowners Building Code;
 - 1.3.2 the Sandhurst Club Residential Code; or
 - 1.3.3 the constitution of the company.
2. In this restriction:
 - 2.1 **company** means Sandhurst Club Ltd ACN 083 181 364, being a company established to regulate the use and development of lots within plan of subdivision PS500745K and to provide recreational and other facilities and services for the benefit of owners of lots within plan of subdivision PS500745K;
 - 2.2 **lot** means a lot to which this restriction applies;
 - 2.3 where a lot owner covenants not to do something in relation to a lot, this shall be read as also imposing an obligation not to allow or permit any other person to do that thing to all or part of that lot; and
 - 2.4 an obligation not to do something in relation to a lot shall include an obligation not to do that thing in relation to all or part of the lot.

ORIGINAL SCALE ---	SCALE --- LENGTHS ARE IN METRES	LICENSED SURVEYOR <u>Robert David Macaulay</u> (PRINT) S10099 S10100 S09096 S12154 S12155 S14054 S14053 SIGNATURE DATE / / S07079 S07137 S08092 S09068 S09095 S09157 S10025 S10026 S10027 S10028 S10098 REF. M02289 9.06.2004 VERSION 7 DATE / / COUNCIL DELEGATE SIGNATURE Sheet 139
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Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 123 888 326 ABN 53 123 888 326	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 500745K
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2. Upon registration of this plan the following restriction will be created:

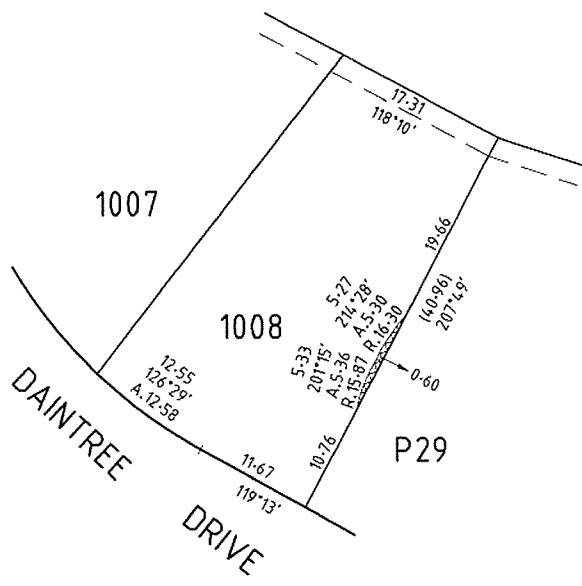
Table of land burdened and land benefited:

BURDENED LOT No:	BENEFITTING LOTS:
1008	P29

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan will not allow the following to occur on their land:

1. Construction of any dwelling or outbuilding within the area shown cross hatched on the diagram below.
2. Construction or placement of any paving, recreational equipment, outdoor cooking facility, furniture or swimming pool within the area shown cross hatched on the diagram below.
3. Construction of any landscaping works that does not include a permanent garden bed within the area shown cross hatched on the diagram below.



ORIGINAL	SCALE	LICENSED SURVEYOR <u>ROBERT DAVID MACAULAY</u>
SCALE	----	(PRINT)	DATE / /
---	LENGTHS ARE IN METRES	SIGNATURE	COUNCIL DELEGATE SIGNATURE
SHEET SIZE A3		REF. S09095 18.10.2010	VERSION 3
			Sheet 140

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 005 278 473	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 500745K
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CREATION OF RESTRICTION

Upon registration of this plan the following restriction is created:

Land to Benefit:

Every lot on Plan of Subdivision PS500745K.

Land to be burdened:

Lots 1-522, 2001-2022 (both inclusive), M1-M12, N1-N18 & C31 on Plan of Subdivision PS500745K.

Description of Restriction:

1. The owner of a Lot must not erect any building or structure of any nature on the Lot without the Company's prior written approval of all building plans and specifications.
2. In this Restriction:

Company means Sandhurst Club Limited ACN 083 181 364, being a company established to regulate the use and development of lots and to provide recreational and other other facilities and services for the benefit of owners of lots;

Lot means a lot to which this Restriction applies:

Where a Lot Owner covenants not to do some thing, this shall be read as also imposing an obligation not to allow or permit any other person to do that thing; and

An obligation not to do some thing in relation to a Lot shall include an obligation not to do that thing in relation to all or part of the Lot.

ORIGINAL SCALE --- SHEET SIZE A3	SCALE --- LENGTHS ARE IN METRES	LICENSED SURVEYOR <u>ROBERT DAVID MACAULAY</u> (PRINT) SIGNATURE DATE / / <small>M01210, M02099, M02098, M02211, M03001, W34998, S03055 S06044</small> REF. M01107 7.01.2003 VERSION 9 DATE / / COUNCIL DELEGATE SIGNATURE Sheet 141
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Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 123 888 326 ABN 53 123 888 326	PLAN OF SUBDIVISION	Plan Number PS 500745K
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2. Upon registration of this plan the following restriction will be created:

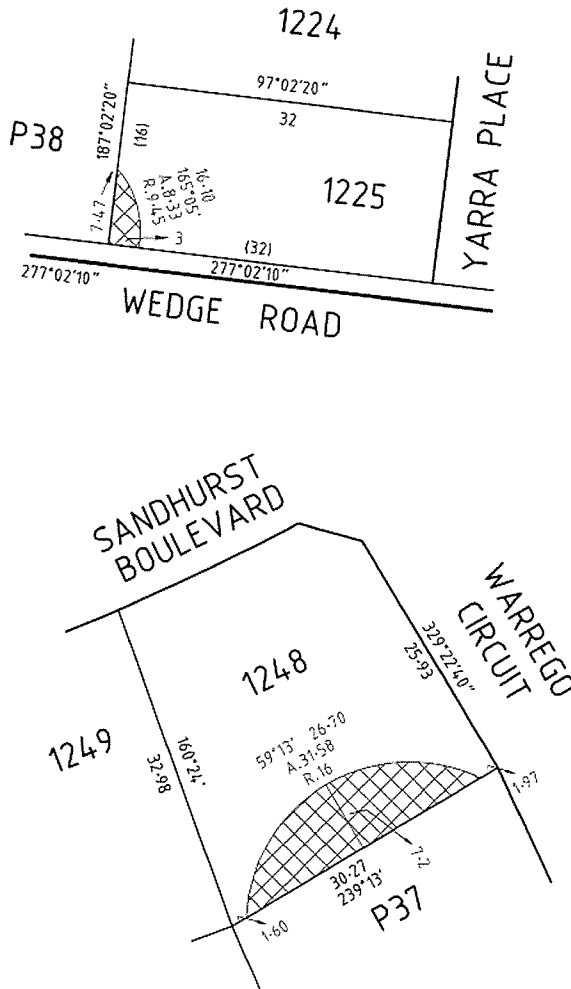
Table of land burdened and land benefited:

BURDENED LOT No:	BENEFITTING LOTS:
1225	P38
1248	P37

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan will not allow the following to occur on their land:

1. Construction of any dwelling or outbuilding within the area shown cross hatched on the diagram below.
2. Construction or placement of any paving, recreational equipment, outdoor cooking facility, furniture or swimming pool within the area shown cross hatched on the diagram below.
3. Construction of any landscaping works that does not include a permanent garden bed within the area shown cross hatched on the diagram below.



ORIGINAL SCALE ---	SCALE ----- LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) SIGNATURE REF. S09157 28.03.2011 VERSION 7 DATE / / COUNCIL DELEGATE SIGNATURE Sheet 142
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Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 123 888 326 ABN 53 123 888 326	PLAN OF SUBDIVISION	Plan Number PS 500745K
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2. Upon registration of this plan the following restriction will be created:

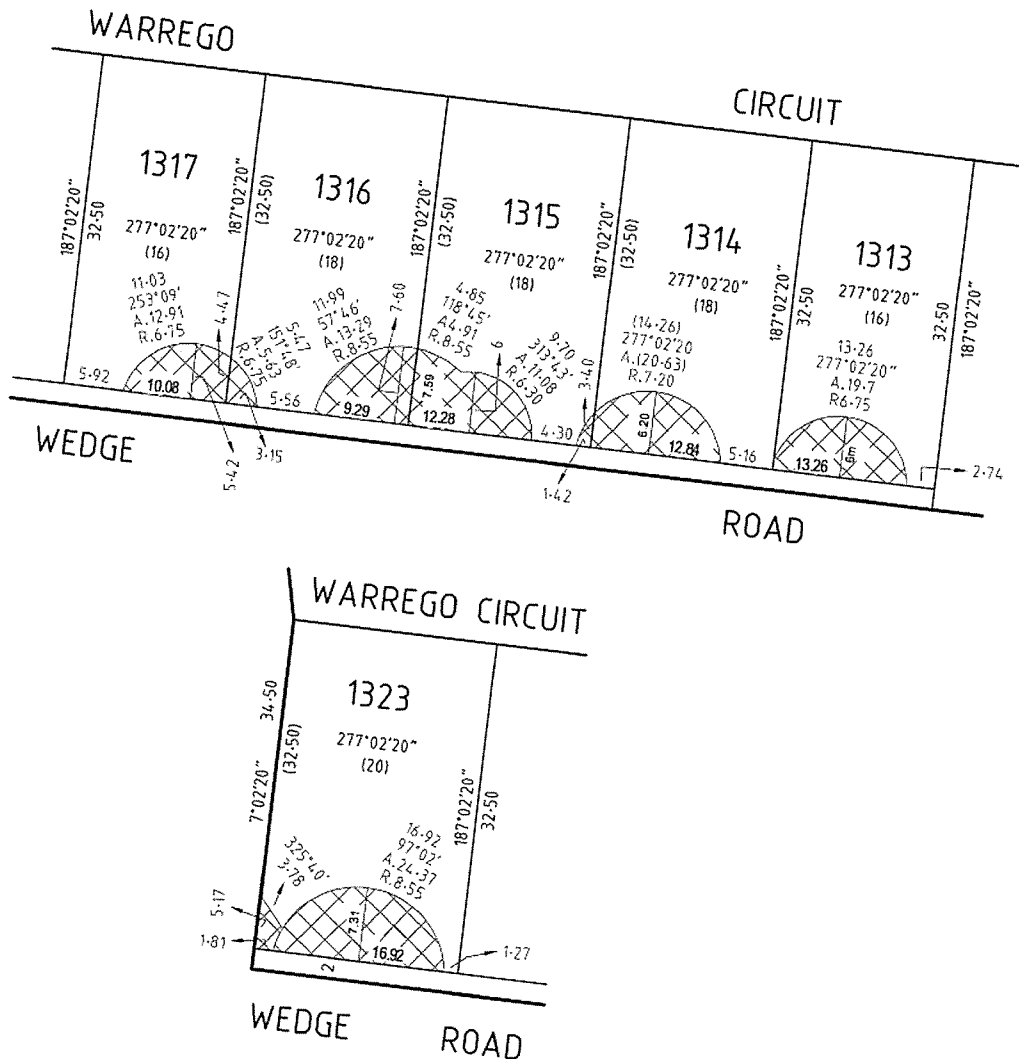
Table of land burdened and land benefited:

BURDENED LOT No.s:	BENEFITTING LOT:
1313 - 1317 & 1323	P39

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan will not allow the following to occur on their land:

1. Construction of any dwelling or outbuilding within the area shown cross hatched on the diagram below.
2. Construction or placement of any paving, recreational equipment, outdoor cooking facility, furniture or swimming pool within the area shown cross hatched on the diagram below.
3. Construction of any landscaping works that does not include a permanent garden bed within the area shown cross hatched on the diagram below.



ORIGINAL	SCALE	LICENSED SURVEYOR <u>ROBERT D. DAVID MACAULAY</u>	
SCALE	SHEET SIZE	(PRINT)	DATE
---	A3	SIGNATURE
	LENGTHS ARE IN METRES	REF. S10025 2.05.2011	VERSION 3A
			COUNCIL DELEGATE SIGNATURE
			Sheet 143

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 123 888 326 ABN 53 123 888 326	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 500745K
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2. Upon registration of this plan the following restriction will be created:

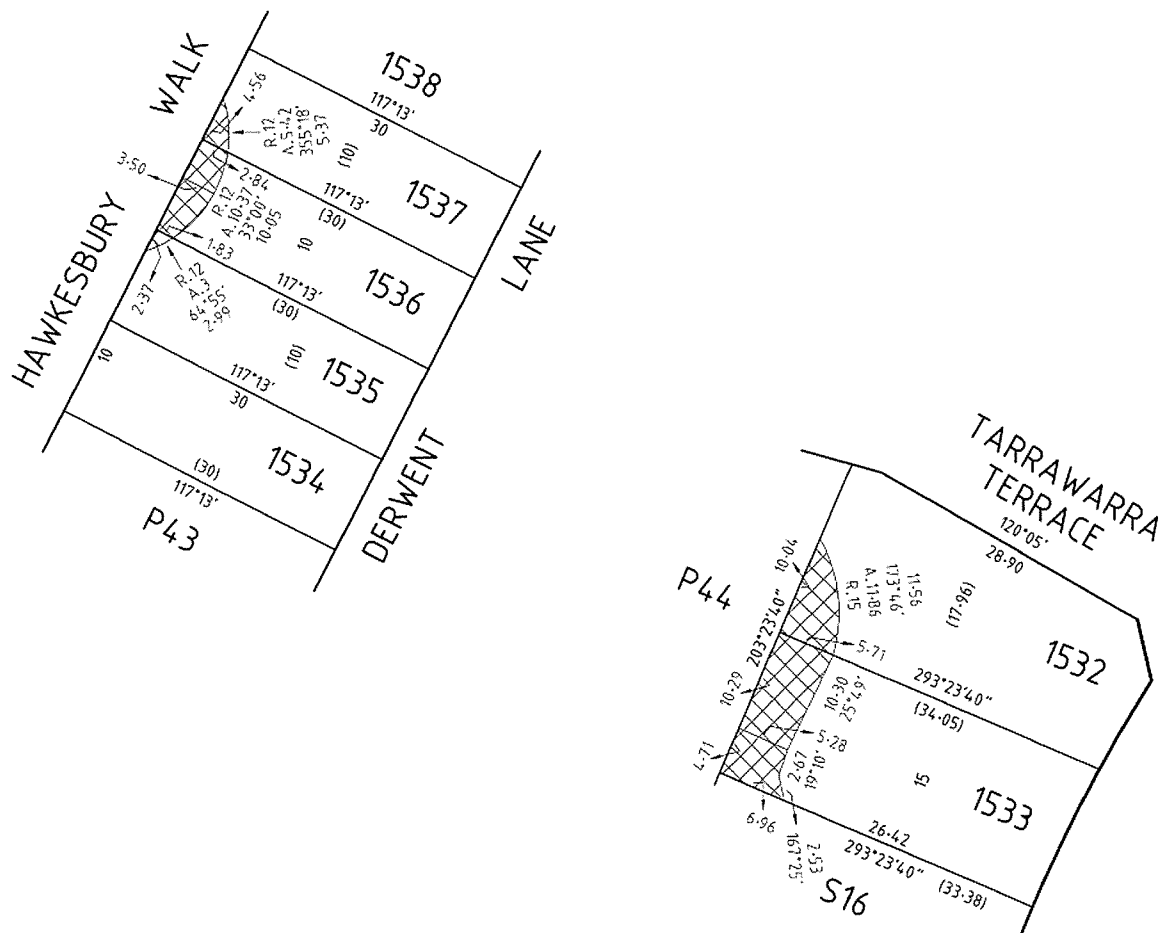
Table of land burdened and land benefited:

BURDENED LOT No:	BENEFITTING LOTS:
1532-1533	P44
1535-1537	P42

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan will not allow the following to occur on their land:

1. Construction of any dwelling or outbuilding within the area shown cross hatched on the diagram below.
2. Construction or placement of any paving, recreational equipment, outdoor cooking facility, furniture or swimming pool within the area shown cross hatched on the diagram below.
3. Construction of any landscaping works that does not include a permanent garden bed within the area shown cross hatched on the diagram below.



ORIGINAL SCALE --- SHEET SIZE A3	SCALE ---- LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) SIGNATURE REF. S10027 10.05.2011 VERSION 4	DATE COUNCIL DELEGATE SIGNATURE Sheet 144
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Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 123 888 326 ABN 53 123 888 326	<h1>PLAN OF SUBDIVISION</h1>	Stage No.	Plan Number <h2>PS 500745K</h2>
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2. Upon registration of this plan the following restriction will be created:

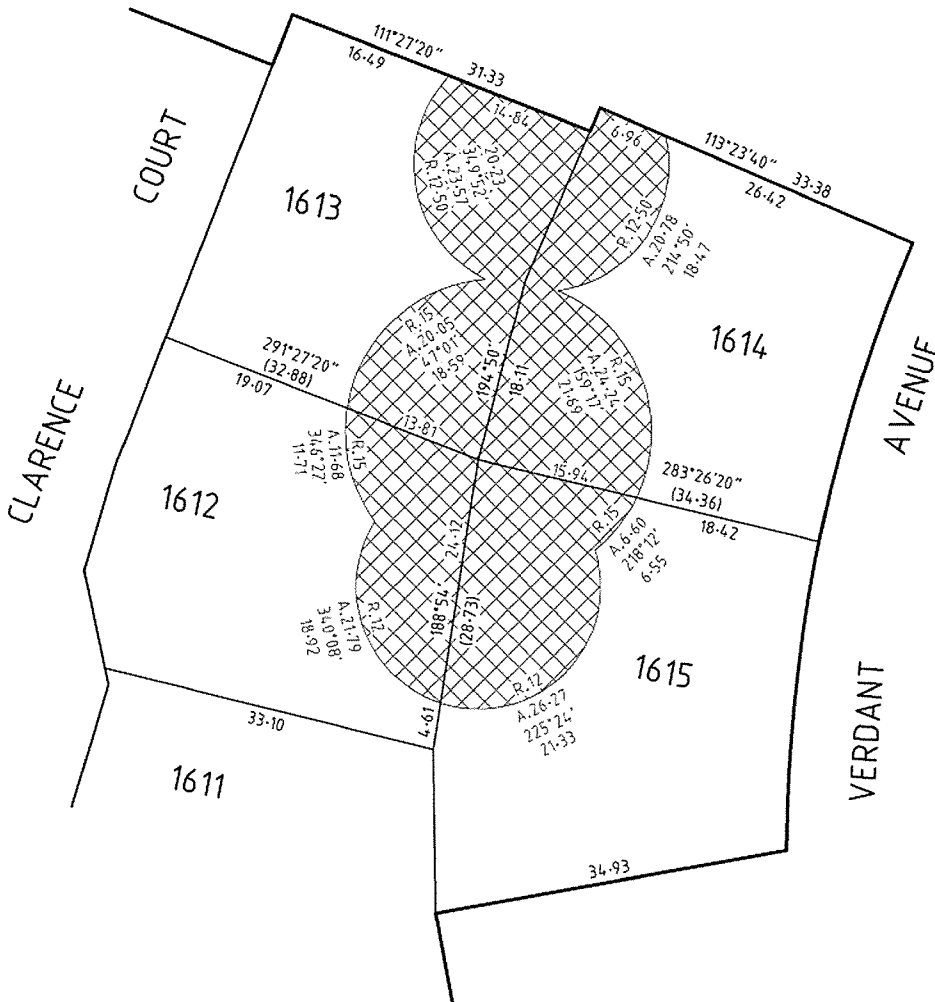
Table of land burdened and land benefited:

BURDENED LOT No:	BENEFITTING LOTS:
1612-1615	P50

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan will not allow the following to occur on their land:

1. Construction of any dwelling or outbuilding within the area shown cross hatched on the diagram below.
2. Construction or placement of any paving, recreational equipment, outdoor cooking facility, furniture or swimming pool within the area shown cross hatched on the diagram below.
3. Construction of any landscaping works that does not include a permanent garden bed within the area shown cross hatched on the diagram below.



ORIGINAL SCALE SHEET SIZE A3 ---	SCALE --- LENGTHS ARE IN METRES	LICENSED SURVEYOR <u>ROBERT DAVID MACAULAY</u> (PRINT) SIGNATURE _____ REF. S10028 10.05.2011 VERSION 3	DATE _____ COUNCIL DELEGATE SIGNATURE _____ Sheet 145
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Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 123 888 326 ABN 53 123 888 326	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 500745K
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2. Upon registration of this plan the following restriction will be created:

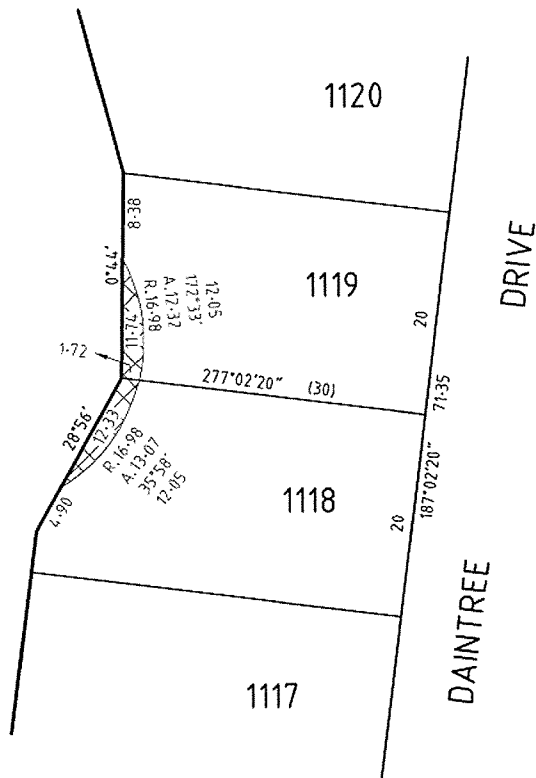
Table of land burdened and land benefited:

BURDENED LOT No:	BENEFITTING LOTS:
1118-1119	P48

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan will not allow the following to occur on their land:

1. Construction of any dwelling or outbuilding within the area shown cross hatched on the diagram below.
2. Construction or placement of any paving, recreational equipment, outdoor cooking facility, furniture or swimming pool within the area shown cross hatched on the diagram below.
3. Construction of any landscaping works that does not include a permanent garden bed within the area shown cross hatched on the diagram below.



ORIGINAL	SCALE	LICENSED SURVEYOR <u>ROBERT..DAVID..MACAULAY.....</u>	
SCALE	----	(PRINT)
---	LENGTHS ARE IN METRES	SIGNATURE	DATE / /
SHEET SIZE A3		REF. S09096 13.09.2011	COUNCIL DELEGATE SIGNATURE
		VERSION 4	Sheet 146

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN
 MASTER PLAN (STAGE 1) REGISTERED DATE 15/11/03 TIME 11.07AM
 WARNING: THE IMAGE OF THIS PLAN/DOCUMENT HAS BEEN DIGITALLY AMENDED.
 NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL PLAN/DOCUMENT.

PLAN NUMBER PS500745 K

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
S2	LOTS 143-237, C3,P3,P4,P5, S4,S50,S51,S52, ROAD R2 & RES.NO.3	STAGE 2	PS500745K/S2	24/03/03		2	SG
S4	LOTS 374-425,C6,P8,P9, ROAD R3, & RES 1 & 2	STAGE 4	PS500745K/S4	10/06/03		3	GDH
LOT S52	LOTS S3,S5,S53,S56, C9,P14 & RES.NO.10	STAGE S52	PS500745K/S52	9/2/04		4	GREG NEWMAN
LOT S3	LOTS 238 TO 373,C4,C5, P6,P7,L1 & RES.NO.7	STAGE S3	PS500745K/S3	9/2/04		4	GREG NEWMAN
LOT S5	LOTS 426 TO 522,P10,P11, P12,C7,C8 & RES. No.5	STAGE S5	PS500745K/S5	13/5/04		5	RCL
LOTS P3,S50 & S53	LOTS P13, P19, S6, S54, S55 & RESERVE No. 6	STAGE 50 & REMOVAL OF DRAINAGE EASEMENTS E-4, E-5 & E-6 IN SO FAR THAT THEY AFFECT NEW LOTS P13, S54 & S55 VIDE A.O IN PS500745K/S50	PS500745K/S50	2/08/04		6	R.W.G.
LOT S6	LOTS 523 TO 701, P15 TO P18, C10, S7 & S57 (ALL INCLUSIVE)	STAGE 6	PS500745K/S6	6/9/2004		7	C. BLYTH
LOT 274	-	RECTIFICATION OF BOUNDARY BEARING	PS500745K/S6	6/9/2004		7	C. BLYTH
S56	E-44	CREATION OF EASEMENT FOR TRANSMISSION OF ELECTRICITY	AD260098D	23/11/04		8	KMP
S51	LOTS 2001 TO 2022 AND LOT C11	STAGE 51	PS500745K/S51	12/01/05		9	BT

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER**PS500745K**

**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
	E-45 & E-46	RECTIFY DUPLICATION OF EASEMENT E-44	AD502133K	16/3/05	10	BT
S54	LOTS M1 TO M12 & C30	STAGE 54	PS500745K/S54	28/2/2006	11	GAH.
S56	LOTS G & S60 (RES NO 12)	STAGE 56 (RECTIFICATION)	PS500745K/S56 (AE 212273A)	28/2/2006	11	GAH.
LOT S7	LOTS 69, RESERVE 13 & RESERVE 14	STAGE PLAN	PS500745K/S7	27/2/08	12	B.P.G
LOT S69	LOTS A & S72	STAGE PLAN	PS500745K/S69	8/10/08	13	R.SPEER
LOT S72	LOTS GS, S8, S70, P23, P24, ROAD R4, RESERVES 15 & 16	STAGE PLAN	PS500745K/S72	9/1/09	14	LJW
LOT S70	LOTS 702 TO 769 (B.I.), P20 TO P22 (B.I.) & C12	STAGE PLAN	PS500745K/S70	9/1/09	14	LJW
LOT S55	LOTS N1 TO N18(BI) & LOT C31	STAGE PLAN	PS500745K/S55	31/03/09	15	A.M.B.
LOT S57	LOTS 3001 TO 3024 & C14	STAGE PLAN	PS500745K/S57	17/06/09	16	M.J.R
Lot S8	Lots 770 - 821, 825 - 828, P25 - P26, C13 and S9	Stage Plan	PS500745K/S8	28/4/10	17	RGM
LOT S9	LOTS 822 TO 824, 829 TO 846, C15, P27 & S76	STAGE PLAN	PS500745/S9	4/8/10	18	NJR
LOT A	E-82, E-83 & E-84	CREATION OF EASEMENT	AH679930F	17/12/10	19	REN MARASCO
LOT GS & 76	LOT S10 & LOT GS2	STAGE PLAN	PS500745K/S76	25/01/11	20	MS77
LOT S10	LOT S12 & C16 LOT 1001-1036 LOTS P28-P30	STAGE PLAN	PS500745K/S10	31/01/11	20	MS77
LOT S12	Lots 1201 to 1255, C18, P35, P36, P37, P38, P39 S13, S77, Res 18 & 19	STAGE PLAN	PS500745K/S12	19/9/11	21	A.M
LOT S13	Lots 1301 to 1323, C19, S14 Res 20	STAGE PLAN	PS500745K/S13	19/9/11	22	A.M
LOT S14	Lots 1401 to 1440, C21, P45 S15	STAGE PLAN	PS500745K/S14	19/9/11	23	A.M

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS500745K

**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
LOTS 1406 & 1407		MINOR AMENDMENT TO AREA OF LOT 1407 RESULT OF SLIGHT CHANGES TO DISTANCE & BEARING	AJ240666C	6/10/11	24	A.M
S15	LOTS 1501-1540,C20,P41-P44, S16	STAGE PLAN	PS500745K/S15	27/10/11	25	BT
S16	LOTS 1601-1635,C25,P50,S17	STAGE PLAN	PS500745K/S16	27/10/11	25	BT
LOT A		SUBDIVISION	PS616669C	10/01/12	26	DBR
LOT GS2, LOT S77 & LOT X	LOTS GS3, P34 & P51	STAGE PLAN	PS500745K/S77	10/01/12	26	DBR
LOT S17	LOTS 1701 TO 1720, LOTS P46, C22 & S18	STAGE PLAN	PS500745K/S17	16/01/12	27	A.M.B
LOT S18	LOTS 1801 TO 1824, LOTS P47, C23, S19 & RESERVE 21	STAGE PLAN	PS500745K/S18	17/01/12	27	A.M.B
LOT S19	LOTS 1901 TO 1920, LOTS P48, P49, C24, S11 & RESERVE 22	STAGE PLAN	PS500745K/S19 131 to 138	17/01/12	27	A.M.B
LOT S11	LOTS 1101-1123, P31-P33, C17 & RESERVE NO.23	STAGE PLAN	PS500745K/S11	23/01/12	28	DT1
LOT S60 & LOT L1	LOTS S78 ,S79 & L2	STAGE PLAN	PS500745K/S60	23/04/12	29	H.L.
LOT S78	LOTS H, S80, S81 & S82	STAGE PLAN	PS500745K/S78	11/10/12	30	ARC
LOT S80	LOTS 2101 TO 2138(B.I) P52, P53, S83, K,T, U & C26	STAGE PLAN	PS500745K/S80	07/07/14	31	G.R.
LOT S81	LOTS Q & S85	STAGE PLAN	PS500745K/S81	06/10/14	32	NL
LOT S85	LOTS 2201-2225, C27, P54-P56 & S84	STAGE PLAN	PS500745K/S85	30/3/15	33	LC
LOT S84	LOTS 2226-2234	STAGE PLAN	PS500745K/S84	30/3/15	33	LC
LOT S83	LOTS 2139-2146 & C28	STAGE PLAN	PS500745K/S83	05/06/15	34	LC



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

Produced 28/10/2024 10:39:44 AM

Status	Registered	Dealing Number	AS206746U
Date and Time Lodged	28/05/2019 04:50:35 PM		

Lodger Details

Lodger Code	18217W
Name	FALCONE & ADAMS LAWYERS
Address	
Lodger Box	
Phone	
Email	
Reference	B200060 Bellbird

CAVEAT

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

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Land Title Reference

10700/331

Caveator

Name	BELLBIRD HOLDINGS PTY LTD
ACN	095724431

Grounds of claim

Agreement with the following Parties and Date.

Parties

The Registered Proprietor(s)

Date

03/05/2019

Estate or Interest claimed

Interest as Chargee

Prohibition

Absolutely

Name and Address for Service of Notice

John Wallis



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Address

Unit Type	SUITE
Unit Number	1
Street Number	1693A
Street Name	BURWOOD
Street Type	HIGHWAY
Locality	BELGRAVE
State	VIC
Postcode	3160

The caveator claims the estate or interest specified in the land described on the grounds set out. This caveat forbids the registration of any instrument affecting the estate or interest to the extent specified.

Execution

1. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
2. The Certifier has retained the evidence supporting this Registry Instrument or Document.
3. The Certifier has taken reasonable steps to verify the identity of the caveator.

Executed on behalf of	BELLBIRD HOLDINGS PTY LTD
Signer Name	JOSEPH STEPHEN FALCONE
Signer Organisation	MARCUS CHRISTOPHER ADAMS & JOSEPH STEPHEN FALCONE & NADIA ELIZABETH FALCONE
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	23 MAY 2019

File Notes:

NIL

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

Statement End.



Department of Environment, Land, Water & Planning

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Produced 28/10/2024 10:39:44 AM

Status	Registered	Dealing Number	AW142794B
Date and Time Lodged	10/10/2022 11:47:14 AM		

Lodger Details

Lodger Code	18252U
Name	MALKIN LAWYERS
Address	
Lodger Box	
Phone	
Email	
Reference	22/8351

CAVEAT

Jurisdiction	VICTORIA
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Land Title Reference

10700/331

Caveator

Given Name(s)	TRACY ANNE
Family Name	JOHNSON

Grounds of claim

Implied, Resulting or Constructive Trust.

Estate or Interest claimed

Freehold Estate

Prohibition

Absolutely

Name and Address for Service of Notice

Mark Barrett

Address

Unit Type	SUITE
Unit Number	3
Street Number	28



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

To Street Number	32
Street Name	GLOUCESTER
Street Type	AVENUE
Locality	BERWICK
State	VIC
Postcode	3806

The caveator claims the estate or interest specified in the land described on the grounds set out. This caveat forbids the registration of any instrument affecting the estate or interest to the extent specified.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the caveator or his, her or its administrator or attorney.
2. The Certifier has retained the evidence supporting this Registry Instrument or Document.
3. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	TRACY ANNE JOHNSON
Signer Name	MARK MALKIN BARRETT
Signer Organisation	MALKIN LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	10 OCTOBER 2022

File Notes:

NIL

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

Statement End.



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Form 13

AB688953T
 12/11/2002 \$59 173

APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A RECORDING OF AN AGREEMENT

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Maddocks
Phone: 9288 0555
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref: TGM:780178 **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: Volume 9755 Folios 485 & 486, Volume 8202 Folio 069, Volume 10604 Folio 300, Volume 8820 Folio 849, Volume 5923 Folio 480, Volume 7180 Folio 888, and Volume 8140 Folio 737

Authority: Frankston City Council of Civic Centre, Davey Street, Frankston

Section and Act under which agreement 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: Jon Edwards

Office held: Chief Executive Officer

Date: 22 October 2002

[780178/TGM/M0041978:1]

Handwritten: 12-11-02

DAB688953T-1-2



Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia
Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666
Email info@maddocks.com.au
www.maddocks.com.au
DX 259 Melbourne

Date 22 / 10 / 2002

Agreement under Section 173 of the Planning and Environment Act 1987 Management and Maintenance of Private Roads and Open Space

Subject Land: Sandhurst Development Land

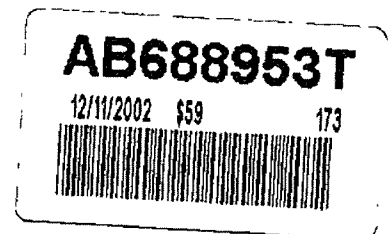
Frankston City Council

and

**Sandhurst Golf Estates Pty Ltd
ACN 089 884 766**



DAB688953T-2-1



[862723/TGM/M0031166:1]

Affiliated offices
Adelaide, Brisbane, Colombo, Dubai,
Hong Kong, Jakarta, Kuala Lumpur,
Manila, Mumbai, New Delhi, Perth,
Singapore, Sydney, Tianjin

IMPORTANT NOTE

The developer of Sandhurst ("the Developer") and Council have entered into this agreement under the *Planning and Environment Act 1987* in relation to the development and future maintenance of the Sandhurst development.

This agreement deals with the Management and Maintenance of private communal facilities and infrastructure. This is identified in this agreement as the "Public Land".

The Developer has established a company (Sandhurst Club Limited) which will be responsible for, among other things, ensuring a certain level of maintenance over the Public Land. The level of landscaping and maintenance of the Public Land is to be a higher standard than provided by Council generally in the municipality.

Council has requested that the Developer ensure that it will be and will always be responsible for adhering to the appropriate minimum standards referred to in this agreement and that it will be responsible for undertaking those maintenance works as well as day to day maintenance of the public land.

A maintenance schedule is attached to this agreement which identifies the minimum standards to which the Company must maintain the Public Land.

The Developer will, through Sandhurst Club Limited, ensure this is done.

Sandhurst Club Limited and its members(the owners) are responsible for the financing the cost of maintaining the Public Land including the capital cost of refurbishment and replacement of existing assets and assets installed after the date of this agreement.

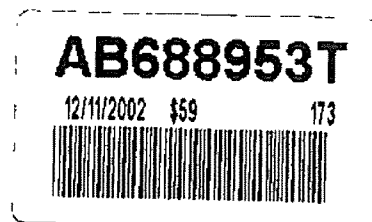
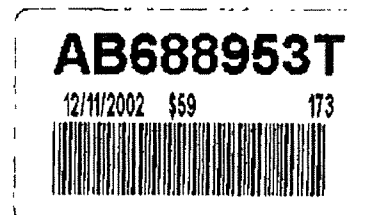


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Agreement under Section 173 of the Planning and Environment Act 1987

DATE 22 / 10 /2002

THIS AGREEMENT UNDER SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987 is made on 2002

BETWEEN

FRANKSTON CITY COUNCIL
of Civic Centre, Davey Street, Frankston

(Council)

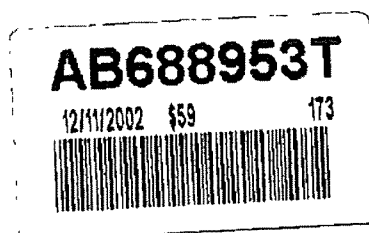
AND

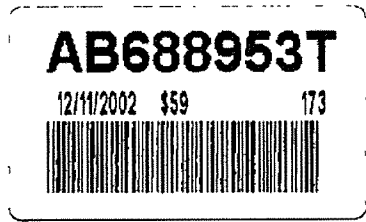
SANDHURST GOLF ESTATES PTY LTD ACN 089 884 766
of Unit 4, 568 St Kilda Road, Melbourne

(Owner)

RECITALS

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Sandhurst Development Land.
- C. The Public Land is within the Sandhurst Development. The Owner will be responsible for the ongoing management and maintenance of the Public Land.
- D. As at the date of this Agreement, the Sandhurst Development Land is encumbered by Mortgage Nos. AB000322X and AB023159C in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Sandhurst Development Land.
- E. The parties enter into this Agreement
 - to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Sandhurst Development Land;
 - to set up a different structure for the maintenance of the Public land .





THE PARTIES AGREE

1. DEFINITIONS

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*;

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement;

Maintenance Schedule means the schedule attached to this Agreement setting out the minimum standard requirements for maintenance of the Sandhurst Development Land;

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 Sandhurst Development Land or any part of it;

Open Space means those parts of the Sandhurst Development Land set aside in a plan or reserved under the Planning Scheme for public recreation or public resort, public parklands or for similar purposes. It does not include private recreation facilities (such as golf courses and golf course club house facilities);

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 Sandhurst Development Land or any part of it and includes a Mortgagee-in-possession;

party or parties means the Owner and Council under this Agreement as appropriate;

Planning Scheme means the Frankston Planning Scheme and any other planning scheme that applies to the Sandhurst Development Land;

Public Land means those parts of the Sandhurst Development Land which are shown as C1 or P2 on plans of subdivision being land used or developed or set aside for community services and facilities, tennis courts, roads, roadside reserves, nature strips, Open Space (as defined in this Agreement) footpaths and bicycle paths irrespective of whether they are shown as common property or some other type of lot on the plan of subdivision but Public Land does not include rear cart paths being land marked P1 on a plan of subdivision and private recreational facilities (such as golf courses and golf course club house facilities etc);

Sandhurst Development means the development on the Sandhurst Development Land;

Sandhurst Development Land means the land bounded generally by Thompson Road, Taylors Road, Wedge Road and McCormicks Road, being the land referred to in Certificates of Title

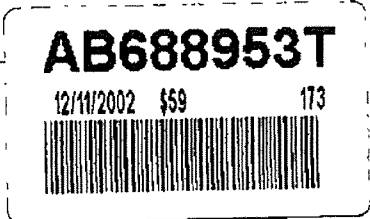
- Volume 9755 Folio 485
- Volume 8202 Folio 069
- Volume 9755 Folio 486
- Volume 10604 Folio 300
- Volume 8820 Folio 849
- Volume 5923 Folio 480
- Volume 7180 Folio 888
- Volume 8140 Folio 737



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and any reference to the Sandhurst Development Land in this Agreement includes any consolidation of the abovementioned titles or any lot created by the subdivision of the Sandhurst Development Land or any part of it.

2. INTERPRETATION



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 a reference to each other gender.
- 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 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement 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 Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Sandhurst Development Land provided that if the Sandhurst Development Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. REPAIRS AND MAINTENANCE

The Owner agrees to maintain the Public Land to at least the minimum standard set out in the Maintenance Schedule.

4. COUNCIL TO WAIVE RATES APPLYING TO PUBLIC LAND

Council agrees to waive all Council rates applying to the Public Land;

5. PROVISIONS RELATION TO USE AND DEVELOPMENT OF PUBLIC LAND AND OPEN SPACE

- 5.1 The Owner agrees that Council may include all Open Space which may be used for sporting events or have sporting facilities on them in Council's annual ground allocation programme to sporting and community groups within Council's municipality.
- 5.2 The Owner agrees that subject to priority being given to significant golfing events which the Owner arranges, Council may schedule and authorise local sporting and



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community groups to use the Open Space at a cost which Council may in its discretion determine provided that Council makes it a condition of the use of the Open Space that the user of the Open Space complies with any reasonable guideline concerning public safety or public liability.

- 5.3 The Owner agrees that following completion of the Sandhurst Development in accordance with the various planning permits that have been issued in respect of the Sandhurst Development Land, any further development of the Open Space areas must not be carried out without the consent of Frankston City Council
- 5.4 The Owner agrees that after the issue of a Statement of Compliance in respect of any plan of subdivision, other than maintenance in accordance with this Agreement, no further development of Public Land may occur unless the development is undertaken with the consent of Frankston City Council.

6. STREET LIGHTING

The Owner agrees that if street lighting on the Public Land is connected to Council's electricity grid, Council will invoice the Owner for the tariff or charge incurred by Council and the Owner must pay the invoice within the time specified on the invoice.

7. DEFAULT OF THE OWNER

The parties acknowledge and agree that:

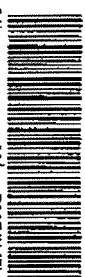
- 7.1 where the Owner fails to maintain any part of the Land to the standard set out in the Maintenance Schedule then Council may issue a written notice to the Owner (Maintenance Notice) setting out the extent of the Owner's failure to comply with the requirements of the Maintenance Schedule and demanding that such work be done within 28 days provided that where Council's Chief Executive Officer is of the opinion that the matter is an emergency and must be remedied promptly, a shorter period may be specified in the Maintenance Notice;
- 7.2 where the Owner has not satisfied all or any of its obligations as set out in the Maintenance Notice, Council may engage its own maintenance contractors to do such works as are reasonably necessary to comply with the standard set out in the Maintenance Schedule;
- 7.3 where the circumstances are such that Council's Chief Executive Officer is of the opinion that the matter is an emergency and must be remedied promptly, Council may take such actions as are reasonably necessary; and
- 7.4 any amounts expended by Council in carrying out works under this clause may be recovered from the Owner as a debt in a court of competent jurisdiction.

8. FAILURE OR NON-MAINTENANCE BY THE OWNER

- 8.1 The Owner acknowledges and agrees that if the Owner either:
 - 8.1.1 persistently fails to maintain any part of the Public Land after Council has given the Owner three separate Maintenance Notices as set out in clause 7.1; or is
 - 8.1.2 placed into liquidation or has an administrator, receiver or manager appointed to it,

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then, Council may, in its discretion, take over the management and maintenance of the Public Land forthwith, this Agreement will end and the Owner will transfer the Public Land to Council at Council's request and at the Owner's cost in all respects.

8.2 The Owner warrants that all assets within the Public Land which the Owner may transfer to Council under clause 8.1 will be in good order. If Council is obliged to remedy any defects in the assets on the Public Land then Council's costs of undertaking such works will be a debt which the Owner will owe to Council.

8.3 The parties acknowledge and agree that Council:

8.3.1 will manage any assets on the Public Land which the Owner transfers to Council under clause 8.1 to the usual standard which Council uses throughout the municipality; and

8.3.2 will not be obliged to maintain any specialised services (including but not limited to private broadband internet communication infrastructure or grey water reuse systems) on the Public Land.

9. ACCESS BY GENERAL PUBLIC

The parties acknowledge and agree that:

9.1 Subject to clauses 9.2 and 9.3 the Owner will ensure the Public Land is open to the general public at all times;

9.2 the Owner may restrict public access to the Public Land or parts of the Public Land for the purposes of traffic control during events such as golf tournaments by implementing temporary security gates or other restrictive measures in locations and for a duration approved of by Council; and

9.3 the Owner is permitted to completely prevent access by the general public to the Public Land for not more than half an hour each year in order to prevent the Sandhurst Development Land becoming a public highway and vesting in Council provided that such access must be restricted in stages in order to minimise the effect on traffic within the Sandhurst Development.

10. OWNER NOT TO SELL OR DISPOSE

The Owner must not sell or dispose of any of the Public Land (including selling or disposing to another body corporate) except with the prior written consent of Council, which consent may be given subject to reasonable conditions.

11. INSURANCE AND INDEMNITY

The Owner acknowledges and agrees that:

11.1 the Owner must maintain insurance with a reputable insurer for public liability in the amount of at least \$10 million (or such other amount as Council requires from time to time so as to ensure a reasonable level of cover is maintained over time) concerning one single event;

11.2 if demanded each year by Council, the Owner will provide Council with evidence of the required insurance; and





11.3 the Owner indemnifies and holds harmless Council with respect to all claims resulting from any damage, loss, death or injury in connection with the Public Land whether caused or contributed to by the Owner or the Owner's contractors except to the extent that Council causes or contributes to the damage, loss, death or injury.

12. FURTHER OBLIGATIONS OF THE OWNER

12.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns of all residential lots in the Sandhurst Development.

12.2 Further actions

The Owner further covenants and agrees that:

12.2.1 the Owner will do all things necessary to give effect to this Agreement;

12.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Sandhurst Development Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

12.3 Council's Costs to be Paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

13. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owner 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 pursuant to Section 173 of the Act.

14. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, 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 Sandhurst Development Land which may be affected by this Agreement.

15. SUCCESSORS IN TITLE

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Sandhurst Development Land, the Owner's successors in title shall be required to:

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12/11/2002 \$59 173





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15.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

15.2 execute a deed agreeing to be bound by the terms of this Agreement.

16. GENERAL MATTERS

16.1 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:

16.1.1 by delivering it personally to that party;

16.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or

16.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

6.2 Service of Notice

A notice or other communication is deemed served:

16.2.1 if delivered, on the next following business day;

16.2.2 if posted, on the expiration of two business days after the date of posting; or

16.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

16.3 No Waiver

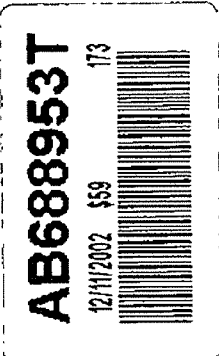
Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

16.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

16.5 No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Sandhurst Development Land or relating to any use or development of the Sandhurst Development Land save that Council must exercise its discretion and powers in a way which is not inconsistent with the way it deals with other like developments in the municipality.



17. COMMENCEMENT OF AGREEMENT

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

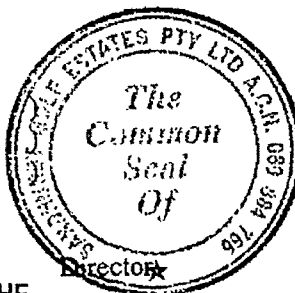
EXECUTED by the parties as a Deed on the date set out at the commencement of this Agreement.

The Common Seal of the Frankston City Council was affixed in the presence of -)

.....
Councillor

.....
Chief Executive Officer

THE COMMON SEAL of SANDHURST GOLF ESTATES PTY LTD ACN 089 884 766 was affixed in the presence of authorised persons:

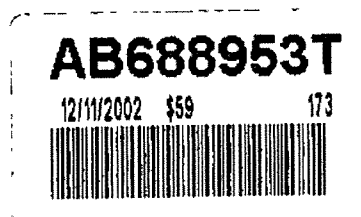


.....
KENNETH JAMES ROCHE
Level 4
568 St Kilda Road
Melbourne VIC 3004

Director
Full name
Usual address
Director (or Company Secretary)

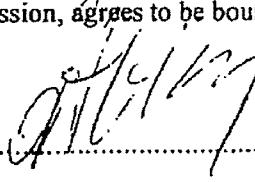
.....
DENIS ARTHUR ROCHE
Level 4
568 St Kilda Road
Melbourne VIC 3004

Full name
Usual address



Mortgagee's Consent

National Australia Bank Ltd as Mortgagee of registered mortgage No. AB000322X 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.



.....



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AB688953T

12/11/2002 \$59 173

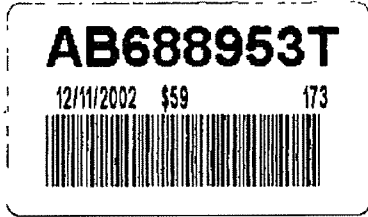


Mortgagee's Consent

Miramah Investments Pty Ltd (ACN 006 751 766) as Mortgagee of registered mortgage No. AB023159C 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.

THE COMMON SEAL of MIRAMAH)
INVESTMENTS PTY LTD (ACN 006 751)
766) was affixed in the presence of authorised)
persons:

.....	Director
.....	Full name
.....	Usual address
.....	Director (or Company Secretary)
.....	Full name
.....	Usual address



Mortgagee's Consent

Frederick Michelmor as Mortgagee of registered mortgage No. AB023159C 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.

Frederick Michelmor



DRB688953T-15-3

AB688953T

12/11/2002 \$59 173



Mortgagee's Consent

Raymond Leslie Marriott as Mortgagee of registered mortgage No. AB023159C 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.

R. L. Marriott



Mortgagee's Consent

Harland Thomas Gardiner as Mortgagee of registered mortgage No. AB023159C 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.

H-T. Gardiner



DB688953T-17-1



Mortgagee's Consent

Valmai Joyce Gardiner as Mortgagee of registered mortgage No. AB023159C 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.

Valmai J Gardiner



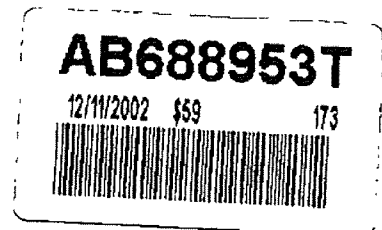
Maintenance Schedule

The Public Land is to be maintained to the standard adopted by Frankston City Council in residential areas throughout its municipal district as varied from time to time by Frankston City Council.

If no written standard for residential areas exists, the standard shall be as evidenced by actual maintenance performed by Frankston City Council in residential areas of its municipal district.



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AB688953T

12/11/2002 \$59 173



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Form 13

AB689039V

12/11/2002 \$59 173



Section 181

APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A RECORDING OF AN AGREEMENT

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Maddocks
Phone: 9288 0555
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref: TGM:780178 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: Volume 9755 Folios 485 & 486, Volume 8202 Folio 069, Volume 10604 Folio 300, Volume 8820 Folio 849, Volume 5923 Folio 480, Volume 7180 Folio 888, and Volume 8140 Folio 737

Authority: Frankston City Council of Civic Centre, Davey Street, Frankston

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

A copy of the agreement is attached to this application

Signature for the Authority: [Handwritten Signature]

Name of officer: Jon Edwards

Office held: Chief Executive Officer

Date: 22 October 2002

[780178/TGM/M0041978:1]

Handwritten note: 12-11-02



0AB689039V-1-4



Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia
Telephone 61 3 9288 0555
Facsimile 61 3 9288 0668
Email info@maddocks.com.au
www.maddocks.com.au
DX 258 Melbourne

Date 22 / 10 /2002

Agreement under Section 173 of the Planning and Environment Act 1987 Building Envelope and Design

Frankston City Council

and

Sandhurst Golf Estates Pty Ltd
ACN 089 884 766



DAB689039V-2-2

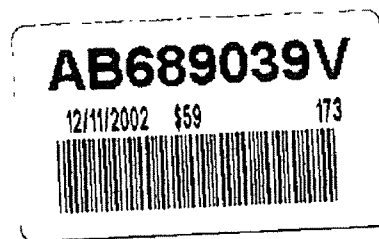
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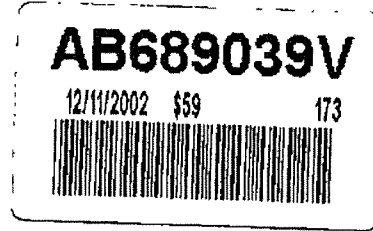
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Agreement under Section 173 of the Planning and Environment Act 1987

DATE 22 / 10 / 2002



BETWEEN

FRANKSTON CITY COUNCIL
of Civic Centre, Davey Street, Frankston

(Council)

AND

SANDHURST GOLF ESTATES PTY LTD ACN 089 884 766
of Unit 4, 568 St Kilda Road, Melbourne

(Owner)

RECITALS

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 9 August 2000 Council issued Planning Permit No. 00187 (the **Planning Permit**) allowing the staged use and developed of the Subject Land as a fully integrated golf course and residential development in accordance with a plan or plans to be endorsed under condition 1 of the Planning Permit. Condition 9 of the Planning Permit requires the Owner to enter into an agreement to provide for the matters set out in that condition. A copy of the Planning Permit is attached to this Agreement and marked "A". This agreement provides for dot point 5 of condition 9 of the Planning Permit
- D. As at the date of this Agreement, the Subject Land is encumbered by Mortgage Nos. AB0003224 and AB023159C in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.
- E. The parties enter into this Agreement:
 - E.1 to give effect to the requirements of the Planning Permit; and
 - E.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

THE PARTIES AGREE

1. DEFINITIONS



In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

Act means the Planning and Environment Act 1987.

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.

Building means any building to be used as a dwelling and associated outbuildings and includes a tennis court or swimming pool.

Building Envelope means any building envelope or frontage or sideage setback requirements or the like set out in the Endorsed Plan.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit. Such plan (as from time to time endorsed) shall be read and incorporated as if it were part of this Agreement.

lot means a lot on the Endorsed Plan.

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 it and includes a Mortgagee-in-possession.

party or parties means the Owner and Council under this Agreement as appropriate.

Planning Permit means the Planning Permit referred to in recital C of this Agreement.

Planning Scheme means the Frankston Planning Scheme and any other planning scheme that applies to the Subject Land.

Residential Lot means a lot which by virtue of its size and dimension, it is intended for final use as a home site.

Subject Land means the land bounded generally by Thompson Road, Taylors Road, Wedge Road and McCormicks Road being the land referred to in Certificates of Title:

- Volume 9755 Folio 485
- Volume 8202 Folio 069
- Volume 9755 Folio 486
- Volume 10604 Folio 300
- Volume 8820 Folio 849
- Volume 5923 Folio 480
- Volume 7180 Folio 888
- Volume 8140 Folio 737

and any reference to the Subject Land in this Agreement includes any consolidation of the abovementioned titles or any lot created by the subdivision of the Subject Land or any part of it.

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.

2. INTERPRETATION

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 a reference to each other gender.
- 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 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement 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 Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. SPECIFIC ACKNOWLEDGMENT BY THE OWNER OF SPECIAL ARRANGEMENTS

The Owner acknowledges that the Subject Land is affected by a special agreement between a company set up in which the Owner has a share and Council and that under that special agreement, the company, as a representative of the Owner, has taken on many of the obligations that would ordinarily be obligations of Council concerning maintenance of open space, roads and the like. The Owner acknowledges that the Owner has familiarised himself or herself with the special agreement.

4. SPECIFIC OBLIGATIONS OF THE OWNER CONCERNING THE SUBDIVISION OF THE LAND AND CONSTRUCTION OF BUILDINGS

The Owner agrees that:

4.1 Buildings to be within a Building Envelope

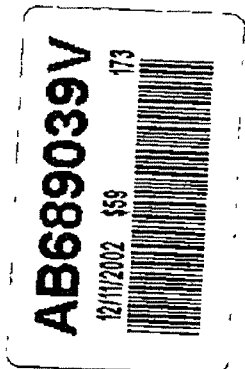
except with the written agreement of Council, all Buildings must be constructed within the Building Envelope for the lot on which the Building is to be constructed;

4.2 Design and siting of dwellings within Building Envelopes

the design of any dwelling and how it is sited within a Building Envelope on lots of between 300 and 450 m² must satisfy the following provisions of the Planning Scheme:

- 4.2.1 Clause 54.03-1 to Clause 54.03-7, (all Standards) Clause 54.04-1 to Clause 54.4-4 to (all Standards)
- 4.2.2 Clause 54.05-2 (Standard A17)
- 4.2.3 Clause 56.10 (All Standards)

or any variation of any relevant Standard to the satisfaction of Council.



5. FURTHER OBLIGATIONS OF THE OWNER

5.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

5.2 Further actions

The Owner further covenants and agrees that:

- 5.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 5.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

5.3 Council's Costs to be Paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

6. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owner 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 pursuant to Section 173 of the Act.

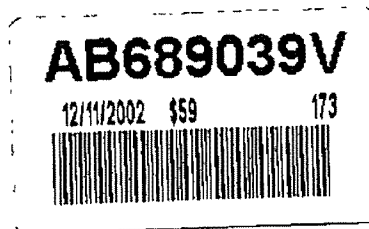
7. OWNER'S WARRANTIES

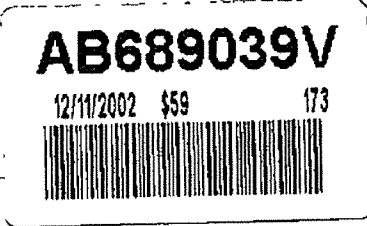
Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

8. SUCCESSORS IN TITLE

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- 8.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 8.2 execute a deed agreeing to be bound by the terms of this Agreement.





9. GENERAL MATTERS

9.1 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:

- 9.1.1 by delivering it personally to that party;
- 9.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 9.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

9.2 Service of Notice

A notice or other communication is deemed served:

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

9.3 No Waiver

Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

9.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

9.5 No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

10. COMMENCEMENT OF AGREEMENT

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.



EXECUTED by the parties on the date set out at the commencement of this Agreement.

The Common Seal of the Frankston City Council was affixed in the presence of -)

.....
Councillor *[Signature]*

.....
Chief Executive Officer

THE COMMON SEAL of SANDHURST GOLF ESTATES PTY LTD ACN 089 884 766 was affixed in the presence of authorised persons:

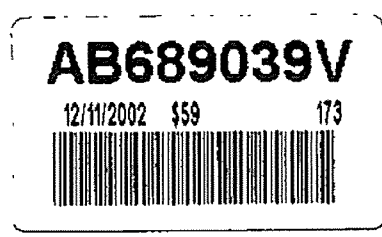


.....
[Signature] KENNETH JAMES ROCHE
Level 4
568 St Kilda Road
Melbourne VIC 3004

Director
Full name
Usual address
Director (or Company Secretary)

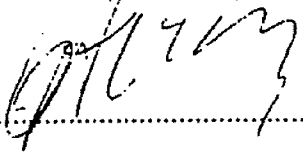
.....
[Signature] DENIS ARTHUR ROCHE
Level 4
568 St Kilda Road
Melbourne VIC 3004

Full name
Usual address



Mortgagee's Consent

National Australia Bank Ltd as Mortgagee of registered mortgage No. AB000322X 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.





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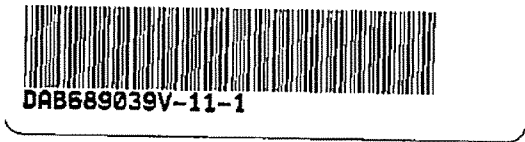
Mortgagee's Consent

Miramah Investments Pty Ltd (ACN 006 751 766) as Mortgagee of registered mortgage No. AB023159C 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.

THE COMMON SEAL of MIRAMAH)
INVESTMENTS PTY LTD (ACN 006 751)
766) was affixed in the presence of authorised)
persons:

.....
.....
.....
.....
.....
.....

Director
Full name
Usual address
Director (or Company Secretary)
Full name
Usual address



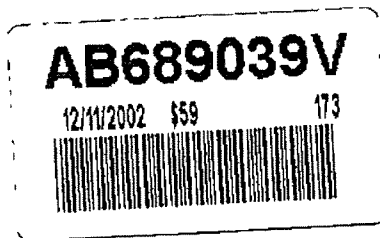
Mortgagee's Consent

Frederick Michelmores as Mortgagee of registered mortgage No. AB023159C 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.

Frederick Michelmores



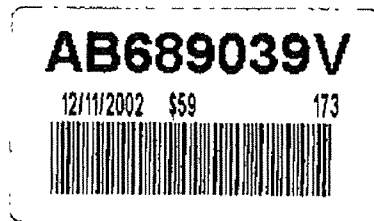
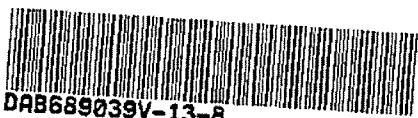
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Mortgagee's Consent

Raymond Leslie Marriott as Mortgagee of registered mortgage No. AB023159C 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.

R. L. Marriott



Mortgagee's Consent

Harland Thomas Gardiner as Mortgagee of registered mortgage No. AB023159C 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.

H. J. Gardiner



DR6689039V-14-1

AB689039V

12/11/2002 \$59 173



Mortgagee's Consent

Valmai Joyce Gardiner as Mortgagee of registered mortgage No. AB023159C 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.

Valmai J Gardiner



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AB689039V

12/11/2002 \$59 173





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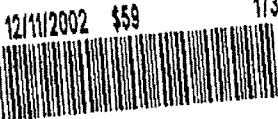
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PLANNING

AB689039V

Permit No. 00187
Property No. 12-4-139

ERMIT



Planning Scheme Frankston

Responsible Authority FRANKSTON CITY COUNCIL

ADDRESS OF THE LAND:

Thompson Road, Taylors Road, Wedge Road and McCormicks Road and at Lot 4 LP34753, Certificate of Title Volume 8140 Folio 737 at the north west corner of Wedge Road and McCormicks Road, Carrum Downs.

THE PERMIT ALLOWS:

Staged development, use and subdivision of an integrated Golf Course and residential development in accordance with the endorsed plans

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Before the development, use and subdivision of any stage commences, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the plans submitted with the application Master Plan but modified to show:

- (a) Fully detailed and dimensioned development and subdivision plans for all buildings works and allotments for the following components (comprising at least Stage 1 of the development):-
 - Not less than 20 holes of golf including the 18 holes in the northern course and holes 10 and 18 of the southern course, but up to 36 holes if it is considered more efficient to complete both courses as part of Stage 1, and any associated club house/lodge facility, food and drink premises and ancillary pro-shop.
 - Stage 1 residential as shown on the staging plan comprising up to approximately 200 residential lots together with the attendant infrastructure including roadways, driveways, public lighting, pedestrian network, etc.
 - Development of all of the waterways associated with the eastern section of the land, except for those components of waterways completely encapsulated within future stages of residential or golf development (if not constructed as part of Stage 1 works).
 - Construction of any associated clubhouse/Community facility and associated car parking area.
 - Construction of McCormicks Road from Thompsons Road to the northern most entrance to the development to two lane single carriageway standard, together with required intersection treatments at both ends of that section and at Thompson and Wedge Road to the satisfaction of VicRoads and Council's Infrastructure Manager.

Date Issued: 9 August, 2000

Signature for the Responsible Authority

NICK CHARALAMBAKIS
DEVELOPMENT MANAGER

Fully detailed landscape plan that includes quantity and density of plant species and plant size upon planting indicated on the landscape plan, (Note: advanced plant stock at a suitable planting density must be provided throughout all landscape areas on the site). Suitable sprinkler systems must also be provided. Bulk earthworks plan indicating finished site levels to the perimeter of the property.

- (b) Outline subdivision plans of the balance of the site not contained in Stage 1 indicating all lot boundaries and staging
- (c) Full details of all external boundary fencing treatments to McCormicks Road, Thompsons Road, Taylors Road and Wedge Road.
- (d) Accurate location of all significant vegetation nominated for retention.
- (e) Landscaping of external road boundaries of the site.
- (f) Full details and dimensions of vehicle entry point treatments to the site.
- (g) Three dimensional Building Envelopes for all lots with an area of between 300 and 450 square metres that satisfy the provisions of the Victorian Code for Residential Development Subdivisions and Single Dwellings, April 1992, Elements 1(PM2), E2, E3 and Element 4 (PM1-7).
- (h) Full details of all proposed external lighting including height and colour of poles, wattage of lights and baffles/ louvers used to control the spill of light and glare.
- (i) An isolux diagram for all external lighting clearly showing that no direct light or glare will fall on adjoining residential properties or surrounding road network.
- (j) Tree reservations of an appropriate width (minimum 1 metre) must be provided along all road frontages to the site to prohibit vehicle access other than from the approved access points.
- (k) Land set aside along McCormicks Road (also to be shown on a formal subdivision plan) as 'Road Reservation' vested in Frankston City at no cost to Council to reflect the area covered by the Public Acquisition Overlay.
- (l) All easements not required by the development to be removed and new easements to be created to the satisfaction of the relevant authorities.
- (m) All disused crossovers to be removed and the areas to be re-instated to the satisfaction of VicRoads and Council's Infrastructure Manager.
- (n) The submission of a Earthworks Management Plan for the site (which may be submitted in stages).

Before the development, use and subdivision commences all lots forming the site must be consolidated in title pursuant to the Subdivision Act 1988.

The development, use and subdivision as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.

- (a) Development works must cease immediately upon the discovery of any Aboriginal cultural material other than the identified scar trees which are to be retained and protected, and Aboriginal Affairs Victoria shall be immediately notified of any such discovery.
- (b) Development works on the subject land shall cease immediately upon the discovery of any suspected human remains. The Police or State Coroners Office must be informed of the discovery without delay. If there are reasonable grounds to suspect that the remains are Aboriginal, the discovery should also be reported to Aboriginal Affairs Victoria.
- (c) Officers of Aboriginal Affairs Victoria shall be permitted access to the site at any reasonable time, for the purpose of monitoring adherence to Condition (a) and (b) above.



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Date Issued: 9 August, 2000

Signature for the Responsible Authority

NICK CHARALAMBAKIS
DEVELOPMENT MANAGER

Subdivision layout and dwelling design and siting for lots over 300 square metres must at all times satisfy any approved building envelopes (if under 450 square metres) and The Victorian Code for Residential Development - Subdivision and Single Dwellings, April 1992: Elements E2, E3, E4 (performance measures 1 and 2) and E11 (performance measure 1 only) - If the development does not meet one or more of these performance measures, it must comply with the Building Regulations 1994 or any variation granted under those regulations. The layout must also satisfy Subdivision Development Guidelines of Council.

Any lot with an area of between 300-450 square metres must include a 3 dimensional building envelope that satisfies the provisions of The Victoria Code for Residential Development Subdivision and Single Dwellings, April 1992. Elements 1 (PM2), E2, E3 and E4 (PM1-7).

A planning permit is not required to construct or extend one dwelling on a lot of at least 300 square metres. However the development must meet the requirements of condition 5 of this permit.

Creation of a lot less than 300 square metres in area requires a further town planning permit, and can only be considered as part of an application for Medium-density housing pursuant to the provisions of the Good Design Guide.

Prior to any development commencing on the site, and the issue of a Statement of Compliance, the applicant must enter into a Section 173 Agreement pursuant to the Planning and Environment Act 1987 to ensure the following:

Integration of all land and staging with the Golf Course development that provides for the comprehensive development of the entire Sandhurst Comprehensive Development Plan, May 1996 as an amalgamated site under the effective control of one developer group.

Provision of full details and payment staging of the development levies required by the Sandhurst Comprehensive Development Plan 1996 including off site contributions for road works required by the traffic report that addresses the issues raised in VicRoads letter to the Frankston City Council dated 21 June, 1996 SY FRA 030 R11 in accordance with the approved traffic management and associated road works plan, method of collection and timing of works to be carried out which must be on the assumption that Thompsons Road between Dandenong Valley Highway and Westport Highway will not be duplicated within the next five years by the Council or VicRoads.

That residential subdivision does not proceed without the golf course development, that is a Statement of Compliance will not issue for any residential stage until the Golf Course component of the respective stage is substantially completed to the satisfaction of the responsible authority.

All development, use and subdivision must be generally in accordance with the following reports prepared by Parolssien Grant & Associates Pty. Ltd. and dated March 2000. (a) Golf Course & Landscape Design, (b) Urban Design & Architecture, (c) Services Report, (d) Traffic Report, and (e) Stormwater Drainage Management Strategy.

All construction with the residential lots must occur within any approved building envelopes, and must at all times satisfy the requirements of Conditions 5 and 6 of this permit.

The staged construction of McCormicks Road in accordance with the requirements of Conditions 1(a), 13, 16 and 26 of this permit.

The operator of this permit must contribute an amount specified in the Responsible Authorities Special Charge Scheme for the construction of Wedge Road between Frankston Dandenong Road and McCormicks Road or if this Scheme is unsuccessful, the operator of this permit must construct a roundabout at the intersection of McCormicks Road and Wedge Road and the portion of Wedge Road from the western boundary of the site to McCormicks Road intersection to the satisfaction of Council's Infrastructure Manager.

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DAB689039V-18-6

Date issued: 9 August, 2000

Signature for the Responsible Authority

**NICK CHARALAMBAKIS
DEVELOPMENT MANAGER**



DAB689039V-19-0

10. Prior to any development commencing on the site, Management Plans for the construction phases of the proposal must be prepared and submitted to the Responsible Authority. The Management Plans must satisfy all relevant Environment Protection Authority (EPA) requirements and provide for the following: -

- (a) General amenity provisions including construction times, dust and noise control and external lighting effects; and
- (b) Operational matters relating to such things as control of nuisance conditions, vehicle loading and unloading times and the transportation of goods and materials to and from the site via the main road network and within the site when subsequent stages after Stage 1 are developed.

The Management Plans must include, but are not limited to the following requirements:-

- All construction vehicles to access the site from McCormicks Rd fronting the site between Thompson Road and Wedge Road. No construction vehicle must access the site from Thompson Road or Wedge Road without the further written consent of VicRoads and/or Council.
- All construction work to only occur between the hours of 7.00 a.m. and 7.00 p.m. daily if it is likely to cause noise nuisance to the locality.
- All security lighting erected on the site during the construction phase must be appropriately located and baffled so as not to be directed towards the adjoining residential areas to the south or surrounding road network.
- Appropriate methods such as the use of water trucks or aquaseeding must be employed to control dust emissions from the site during the construction phases.
- Noise emissions from the site to comply at all times to the requirements of the Environment Protection Authority (EPA).

Once approved, the Management Plans form part of this permit.

11. Prior to any building and works commencing on any subsequent stage(s) of the development, fully detailed and dimensioned development and subdivision plans for all buildings works and allotments forming part of the stage(s) must be submitted and approved by the Responsible Authority. The plans must show but are not limited to the following details:-

- The balance number of holes of golf, forming part of the respective stage, or the total of the remaining number of the 36 holes if it is considered more efficient to complete the whole course as part of the next stage of development and any associated club house/lodge facility, food and drink premises and ancilliary pro-shop.

- Residential component as shown on the staging plan together with the attendant infrastructure including roadways, driveways, public lighting, pedestrian network, etc.

- Development of the waterways associated with the relevant next stage of development (except those components of waterways completely encapsulated within future stages of residential or golf development).

- Construction of any associated communal facilities, i.e. community centre(s), recreation facilities such as tennis courts, convenience store etc. and associated car parking and landscaping.

- Detailed landscaping plans indicating the quantity and density of plant species and plant size (Note: advanced plant stock at a suitable planting density must be provided throughout all

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Authority

NICK CHARALAMBAKIS
DEVELOPMENT MANAGER



landscape areas on the site). Suitable sprinkler systems must also be provided. Bulk earthworks plan indicating finished site levels to the perimeter of the property.

12. The amenity of the area must not be detrimentally affected by the use or development, through the

- (a) Transport of materials, goods or commodities to or from the land.
- (b) Appearance of any building, works or materials.
- (c) Emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil.
- (d) Presence of vermin.

3. The developer is required to construct the balance of McCormicks Road and associated intersection works from the northern site access point to Wedge Road when Traffic volumes along McCormicks Road increase to 1500 vehicles per day, or when any southern vehicle access point (east or west side of McCormicks Road) is constructed. However, in the interim, the developer must pay to the Responsible Authority a maintenance contribution for the unsealed portion of McCormicks Road from time of completion of the northern most section of McCormicks Road until the balance of McCormicks Road is constructed. The contribution rate is to be apportioned based on the difference between current grading requirements and those necessitated by increased traffic volumes.

4. The finished site and floor levels shown on the endorsed plans for all public/communal facilities shall not be altered without the prior written consent of the Responsible Authority.

5. Before the use of public/communal facilities commences, areas set aside for parked vehicles and access lanes as shown on the endorsed plans must be

- (a) Constructed to the satisfaction of the Responsible Authority.
- (b) Properly formed to such levels that they can be used in accordance with the plans.
- (c) Surfaced with an all-weather sealcoat to the satisfaction of the Responsible Authority.
- (d) Drained and maintained to the satisfaction of the Responsible Authority.
- (e) Line-marked to indicate each car space and all access lanes to the satisfaction of the Responsible Authority.

Parking areas and access lanes must be kept available for these purposes at all times.

6. Prior to the issue of a Statement of Compliance for each stage - roadworks, drainage and associated works must be provided and constructed at the expense of the Developer in accordance with plans and specifications approved by Council and must include details of:

Drainage to Melbourne Water's Scheme discharge point
 The access to the subdivision
 Amenity Control during Construction
 Road Pavement Design/Makeup
 Drainage System Design/layout

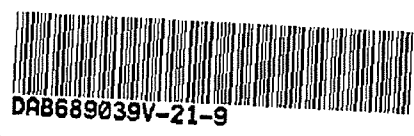


Date Issued: 9 August, 2000

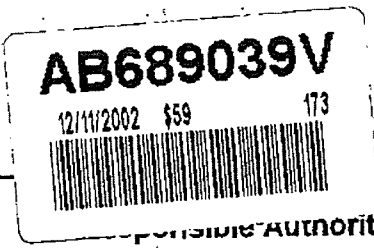
Signature for the
Responsible Authority

[Signature]
NICK CHARALAMBAKIS
DEVELOPMENT MANAGER

- Traffic Management/Signage/Linemarking
- Footpaths
- Cycle/Pedestrian Paths/Signing
- Kerb and Channel
- Road widening on existing access roads, acceleration and deceleration lanes
- Tree Planting: Tree Reserves
- Fencing on Tree Reserves
- Fencing of Council's Reserves
- Permanent Survey Marks/Numbered/Levelled
- Service Conduit Plan
- Metcon Marking/Signing
- Street Signs
- Vehicle Crossings
- Filling of land/Placement/Material
- Street Lighting



- 17. All walls facing adjoining property boundaries must be cleaned and painted to a standard that is well presented to neighbouring properties to the satisfaction of the Responsible Authority.
- 18. All external buildings and works and fixtures must be maintained in good condition at all times in accordance with the schedule of finishes shown on the endorsed plans to the satisfaction of the Responsible Authority.
- 19. Noise emitted from any public or communal facility on the site must not exceed limits prescribed by the State Environment Protection Policy (Public Premises) No. N2.
- 20. All external lighting shall be appropriately baffled so as not to have a detrimental impact.
- 21. Before the commencement of the use of each stage, landscaping works as shown on the endorsed plans for the respective stage must be completed to the satisfaction of the Responsible Authority and then maintained to the satisfaction of the Responsible Authority unless otherwise agreed to by Responsible Authority.
- 22. No vehicular access is permitted to Wedge Road, Taylors Road and Thompsons Road from the site other than access which VicRoads and Council may approve only for purposes associated with access to the golf course for maintenance.
- 23. All first floor plumbing work, sewer pipes etc, associated with the buildings shall be concealed from general view.
- 24. All reticulated services to the site shall be located underground.
- 25. No advertising shall be erected, painted or displayed other than in conformity with the provisions of the Frankston Planning Scheme.
- 26. Conditions required by VicRoads:
The developer to enter into an Agreement pursuant to the provisions of Section 173 of the Planning and Environment Act 1987 incorporating all of the matters referred to herein:



Date Issued: 9 August, 2000

Responsible Authority

[Signature]
NICK CHARALAMBAKIS
DEVELOPMENT MANAGER



DAB689039V-22-2

- (a) Details of the proposed access between the subject property and Thompsons Road for the purpose of providing access for maintenance of the golf course must be approved in writing by VicRoads. A median opening may not be provided opposite any such access when Thompsons Road is duplicated and no claim for compensation will be made in this regard.
- (b) Staged improvements to the intersection of Thompsons Road and McCormicks Road shall be carried out to the satisfaction of VicRoads and the Responsible Authority.
- (c) Prior to the certification of any plan of subdivision, functional layout plans of staged improvements to the intersection of Thompsons Road and McCormicks Road shall be submitted to VicRoads and the Responsible Authority for written approval. The design shall be compatible with the ultimate duplication of Thompsons Road and McCormicks Road and shall identify any land requirements additional to the existing road reservation that may be required to enable construction of the intersection improvement works to proceed.
- (d) The applicant shall bear the full costs and expenses associated with all roadworks, pavement markings, public lighting alterations, service relocations, signage and land acquisition at no cost to VicRoads or the Responsible Authority to the intent that all matters associated with land acquisition and works shall be undertaken.
- (e) Should the approved functional layout plans identify additional land requirements that are encompassed by the reservation shown as PA01 on the Public Acquisition Overlay of the City of Greater Dandenong Planning Scheme, VicRoads shall carry out the compulsory acquisition of the identified land, and the developer shall:
 - Prior to undertaking any development works or certifying any subdivisional plans, the developer shall provide to VicRoads a bank guarantee, without a termination date, for the estimated compensation payable in respect of the identified land and all associated expenses.
 - The developer shall pay to VicRoads, at a time or times as required and notified in writing by VicRoads, the full compensation payable in respect of the identified land plus associated expenses.
- (f) The following requirements shall be undertaken for each of the staged improvement works to be carried out on the Thompsons Road / McCormicks Road intersection:-
 - Detailed engineering plans of the road works shall be submitted for written approval to VicRoads. When the plans are approved, an additional copy shall be submitted for supervision purposes.
 - Prior to gaining approval from VicRoads to undertake works on the intersection of Thompsons Road and McCormicks Road, the developer shall:-
 - Provide payment to VicRoads of \$400 or 1% of the estimated cost of roadworks, whichever is greater, to cover the cost of surveillance.
 - Provide a bank guarantee, without a termination date, to VicRoads for the estimated cost of works.
 - Provide evidence that the Contractor has a public liability insurance policy for at least \$10 million that will be effective for the duration of the works.
 - Provide VicRoads with the name, address, business and out-of-hours telephone numbers of the principal roadworks contractor.

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NICK CHARALAMBAKIS
DEVELOPMENT MANAGER

Arrange for the contractor to contact Mr Jim Amott on telephone number 9881 8077, to organise a meeting on site to discuss traffic management measures (usually 7 days notice required).

- During construction, worksite signing for traffic management shall be provided to conform with the intent and standards included in VicRoads' publication "Worksite Traffic Management, (Roadworks Signing Code of Practice)," incorporating AS 1742.3-1996.
- The depth and composition of new pavement shall be to the satisfaction of VicRoads.
- The standard of all materials and work shall be to the satisfaction of VicRoads.

27. Conditions required by Melbourne Water

- (a) Prior to the issue of a Statement of Compliance, the owner shall enter into and comply with an agreement with Melbourne Water Corporation, under section 269A of the Melbourne and Metropolitan Board of Works Act 1958, for the provision of drainage works and the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage system.
- (b) Appropriate easements and/or reserves must be created over all Melbourne Water assets on this site, i.e. the major waterways and flood storage areas.
- (c) A detailed storm water management plan must be submitted and approved by Melbourne Water prior to certification. This plan must demonstrate that-
- All developable lots on the property are free from flooding in 1 in 100 year storm event.
 - Flows from the site are to be controlled back to rural levels for all storm events. (Q_1 to Q_{100}).
 - All water bodies on the property are environmentally sustainable.
 - Overland flows from the upstream catchment can be safely carried over the site utilising roads and/or reserves in accordance with the major/minor approach to storm water management.
 - There is no net loss of flood storage on the site.
 - Flood levels on upstream and downstream properties are not increased.
 - On-site retention will be increased to reduce the risk of flooding on the downstream catchments.
 - Storm water discharge from the development is treated in accordance with Melbourne Water's requirements.
- (d) No polluted and / or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.
- (e) A satisfactory maintenance agreement must be arranged to cover all waterways and pondage areas.
- (f) Separate application direct to Melbourne Water must be made for any new storm water connection to Melbourne Water's drains or watercourses.
- (g) Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.



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Priority

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DEVELOPMENT MANAGER

If further information is required in relation to Melbourne Water's permit conditions shown above, please contact Andrew Lawrie on telephone 9235 2214, quoting Melbourne Water's reference 47644

28. Conditions required by Natural Resources and Environment

- All earthworks authorised by this permit shall be undertaken in a manner which will minimise soil erosion and in accordance with the Guidelines for Minimising Soil Erosion and Sedimentation from Construction Sites in Victoria, SCA, 1970.
- Where earthworks are undertaken in accordance with this permit, trees retained on the site shall not be damaged and where machinery is used, care shall be taken not to damage the root zone of these trees.
- A landscaping plan drawn to a scale showing the type and location of all existing and proposed species shall be provided to the Responsible Authority for approval. An endorsed copy of the plan shall form part of the permit and the area to be landscaped on the plan shall be planted and maintained to the satisfaction of the Responsible Authority.
- All River Red Gums on the site shall be retained and protected with a buffer around each tree of at least a distance of twice the radius of the tree canopy.

29. Reticulated gas services, if required, must be provided to the satisfaction of Origin Energy.

30. Conditions required by Telstra

- Prior to a Statement of Compliance being issued by the Responsible Authority, the owner shall provide to the satisfaction of Telstra, all works for provision of Telecommunication Services to each lot created in the subdivision.
- Where any extension or alterations to Telstra's network or plant are necessitated by the proposed subdivision, the cost of such works shall be met by the owner prior to the Statement of Compliance being issued.
- The plan submitted for certification must show details of easements and/or RCM/RIM sites which may be required by Telstra.

31. Conditions required by South East Water

- Water - The owner of the subject land must enter into an agreement with South East Water Limited for the provision of water supply and fulfil all requirements to its satisfaction.
- Sewerage - The owner of the subject land must enter into an agreement with South East Water Limited for the provision of sewerage and fulfil all requirements to its satisfaction.

32. Conditions required by United Energy

The applicant may be required to:-



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- Enter into an agreement with United Energy for an underground supply of electricity to each lot shown on the endorsed plan.

Date Issued: 9 August, 2000

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by

NICK CHARALAMBAKIS
DEVELOPMENT MANAGER

- Enter into an agreement with United Energy for rearrangement of the points of supply to any existing installations affected by any private electric power line which would cross a boundary created by the subdivision, or by such other means as may be agreed by United Energy.
- Provide easements satisfactory to United Energy for Electricity (Power Line) as defined in Column 2 in the 7th Schedule of the "SEC Act 1958" in favour of United Energy, where easements have not been otherwise provided for all existing United Energy electric powerlines and for any new power lines required to service the lots on the endorsed plan and/or abutting land.
- Obtain for the use of United Energy any other easement required to service the lots.
- Provide suitable sites for electric substations by setting aside reserves for the use of United Energy.
- Execute lease documents for a period of 30 years at a nominal rental with a right to extend the lease for a further 30 years for any electrical substations and for associated powerlines and carriageway as required. United Energy requires that such leases are to be noted on the title by way of a caveat prior to the registration of the plan of subdivision.

Prior to certification, the Plan of Subdivision must be referred to South East Water Limited, in accordance with Section 8 of the Subdivision Act 1988.

3. Drainage must be provided throughout the site to the satisfaction of Council's Infrastructure Manager.

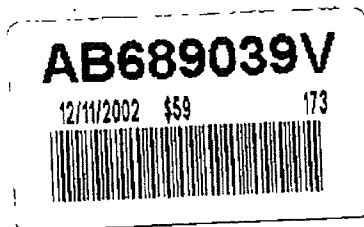
4. Once the development has started it must be continued and completed to the satisfaction of the Responsible Authority.

5. This permit will expire if one of the following circumstances applies :-

- The development, use and subdivision are not started within two years of the date of this permit.
- The development, use and subdivision is not completed within 10 years of the date of this permit.

The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires or within three months afterwards.

APPLICANT: Sandhurst Golf Estates P/L C/- Paroissien Grant & Associates Pty Ltd



Date Issued: 9 August, 2000

Signature for the Responsible Authority

[Handwritten Signature]
NICK CHARALAMBAKIS
DEVELOPMENT MANAGER



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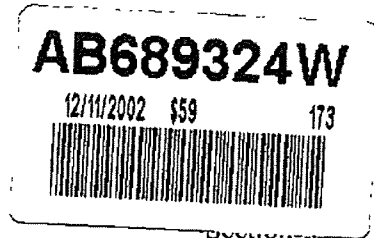
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Form 13



APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A RECORDING OF AN AGREEMENT

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Maddocks
Phone: 9288 0555
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref: TGM:780178 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: Volume 9755 Folios 485 & 486, Volume 8202 Folio 069, Volume 10604 Folio 300, Volume 8820 Folio 849, Volume 5923 Folio 480, Volume 7180 Folio 888, and Volume 8140 Folio 737

Authority: Frankston City Council of Civic Centre, Davey Street, Frankston

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

A copy of the agreement is attached to this application

Signature for the Authority: [Handwritten Signature]

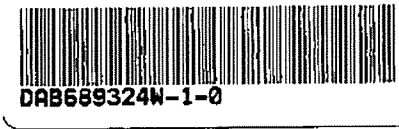
Name of officer: Jon Edwards

Office held: Chief Executive Officer

Date: 22 October 2002

[780178/TGM/M0041978:1]

Handwritten note: M004-11-02





Maddocks

Date 22 / 10 / 2002

Lawyers
140 William Street
Melbourne Victoria 3000 Australia
Telephone 61 3 9288 0555
Facsimile 61 3 9288 0668
Email info@maddocks.com.au
www.maddocks.com.au
DX 250 Melbourne

Section 173 Agreement

Property: Thompsons Road, Taylors Road, Wedge Road and McCormicks Road

FRANKSTON CITY COUNCIL

and

ROADS CORPORATION

and

SANDHURST GOLF ESTATES PTY LTD
ACN 089 884 766



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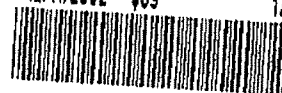
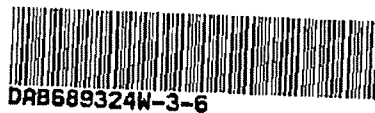


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THIS AGREEMENT UNDER SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987 is made on

22nd October 2002

BETWEEN

FRANKSTON CITY COUNCIL
of Civic Centre Davey Street, Frankston

(Council)

AND

ROADS CORPORATION
of 60 Denmark Street, Kew

(VicRoads)

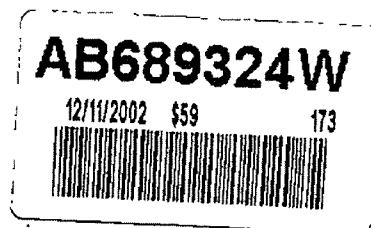
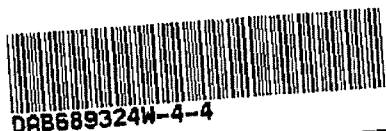
AND

SANDHURST GOLF ESTATES PTY LTD ACN 089 884 766
of 568 St Kilda Road, Melbourne

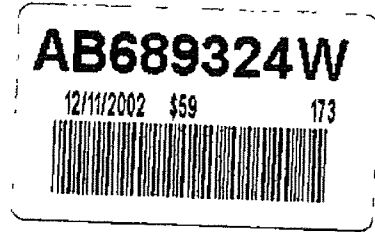
(Owner)

RECITALS

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 9 August 2000 Council issued Planning Permit No. 00187 ("the Planning Permit") allowing the staged use and developed of the Subject Land as a fully integrated golf course and residential development in accordance with a plan or plans to be endorsed under condition 1 of the Planning Permit. Condition 26 of the Planning Permit requires the Owner to enter into an agreement to provide for the matters set out in that condition. A copy of the Planning Permit is attached to this Agreement and marked "A".
- D. As at the date of this Agreement, the Subject Land is encumbered by Mortgage Nos. AB000322X and AB023159C in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.
- E. The parties enter into this Agreement:
 - (a) to give effect to the requirements of the Planning Permit and Schedule 1 of the Comprehensive Development Zone; and
 - (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.



2.



THE PARTIES AGREE

1. DEFINITIONS

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*;

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement;

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit. Such plan (as from time to time endorsed) shall be read and incorporated as if it were part of this Agreement;

Functional Layout Plans means the functional layout plans of staged improvements to the intersection of Thompsons Road and McCormicks Road;

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.

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 it and includes a Mortgagee-in-possession;

party or parties means the Owner and Council under this Agreement as appropriate;

Planning Permit means the Planning Permit referred to in recital C of this Agreement;

Planning Scheme means the Frankston Planning Scheme and any other planning scheme that applies to the Subject Land;

Road Works means all road works including all road works, pavement markings, public lighting alterations, service relocations and signage.

Sandhurst Comprehensive Development Plan or CDP means the Sandhurst Comprehensive Development Plan: May 1996 that is referred to in item 2.2 of Schedule 1 of clause 37.02 of the Planning Scheme.

Sandhurst Masterplan means the master plan prepared and approved by Council from time to time, showing the various components of the integrated development of the Subject Land.

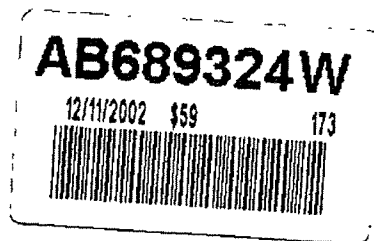
Subdivision Development Guidelines means any guidelines or standards adopted by Council's engineering department from time to time as guidelines or standards to be used in the design and construction of subdivisional infrastructure within the municipality of Frankston.



3.

Subject Land means the land bounded generally by Thompsons Road, Taylors Road, Wedge Road and McCormicks Road being the land referred to in Certificates of Title:

- Volume 9755 Folio 485
- Volume 9755 Folio 486
- Volume 8202 Folio 069
- Volume 10604 Folio 300
- Volume 8820 Folio 849
- Volume 5923 Folio 480
- Volume 7180 Folio 888
- Volume 8140 Folio 737



and any reference to the Subject Land in this Agreement includes any consolidation of the abovementioned titles or any lot created by the subdivision of the Subject Land or any part of it.

2. INTERPRETATION

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 a reference to each other gender.
- 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 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement 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 Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is



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4.

subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. SPECIFIC OBLIGATIONS OF THE OWNER

3.1 Road Works

The Owner must at its cost and expense and to the reasonable satisfaction of Vic Roads (including the standard of all work and materials) carry out or cause to be carried out all Road Works to the intersection of Thompsons Road and McCormicks Road

3.2 Approvals by VicRoads

Prior to commencing the Road Works, the Owner must submit to VicRoads for written approval:

- 3.2.1 details of the Access Road, provided that the Owner acknowledges that a median opening opposite any such access off Thompsons Road when Thompsons Road is duplicated may not be approved by VicRoads and the Owner must not make any claim for compensation from VicRoads if there is no such approval;
- 3.2.2 prior to the certification of any plan of subdivision in respect of the Subject Land, the Functional Layout Plans; and
- 3.2.3 detailed engineering plans of the Road Works for each of the staged improvement works to be carried out to the intersection of Thompsons Road and McCormicks Road.

3.3 Requirements of the Functional Layout Plans

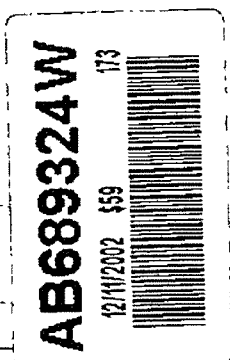
The Functional Layout Plans must:

- 3.3.1 contain a design for the staged improvements to the intersection of Thompsons Road and McCormicks Road that is compatible with the ultimate duplication of Thompsons Road and McCormicks Road; and
- 3.3.2 identify any land requirements additional to the existing road reservation that may be required to enable construction of the intersection improvement works to proceed.

3.4 Preconditions to Commencing Works

3.4.1 Prior to commencing any Road Works on the intersection of Thompsons Road and McCormicks Road, the Owner must:

- 3.4.1.1 pay to VicRoads an amount equal to the greater of:



5.

- \$400.00, or
- 1 per cent of the cost of such Road Works (as reasonably estimated by the Owner)

to cover the cost of surveillance of the Road Works by VicRoads;

3.4.1.2 provide a bank guarantee, without a termination date, to VicRoads of an amount equal to the cost of such Road Works (as reasonably estimated by the Owner);

3.4.1.3 provide evidence to VicRoads that the Owner's contractor has a public liability insurance policy for at least \$10 million that will be effective for the duration of such Road Works;

3.4.1.4 provide VicRoads with the name, address, business and out-of-hours telephone numbers of the principal Road Works contractor;

3.4.1.5 consult with VicRoads with the Owner's contractor on-site in respect of traffic management measures.

3.4.2 VicRoads must immediately return any bank guarantee provided by the Owner under clause 3.4.1.2 upon the completion of Road Works on the intersection of Thompsons Road and McCormicks Road to the satisfaction of VicRoads.

3.3.3 Prior to commencing any Roads Works, the Owner must provide to VicRoads (for use by VicRoads for supervision purposes) a copy of any detailed engineering plans of Road Works approved under clause 3.2.3.

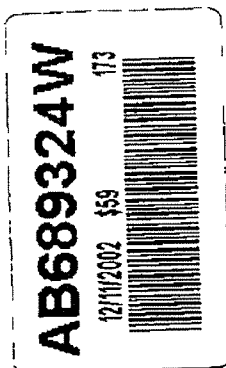
3.5 Additional Land Requirements

3.5.1 If the Functional Layout Plans identify that land outside the declared road reservation but within the reservation shown as "PAO1" on the Planning Scheme maps is required (the Additional Land), then:

3.5.1.1 the Owner may acquire the Additional Land by agreement from the registered proprietor and then transfer it to VicRoads; or

3.5.1.2 VicRoads will carry out the compulsory acquisition of the Additional Land.

3.5.2 If VicRoads carries out any compulsory acquisition under clause 3.5.1, the Owner must:





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3.5.2.1 prior to undertaking any development works or making application for the certification of any subdivisional plans in respect of the Subject Land, provide to VicRoads a bank guarantee, without a termination date, for an amount that is the greater of the valuations of the Additional Land provided by the Owner and a registered valuer retained by VicRoads; and

3.5.2.2 pay to VicRoads at a time or times as required by VicRoads, the actual compensation costs (including all VicRoads expenses associated with the acquisition which includes valuation and legal costs and disbursements) payable in respect of the acquisition of the Additional Land.

3.5.3 VicRoads must immediately return any bank guarantee provided by the Owner under clause 3.5.2.1 upon payment of the actual compensation costs by the Owner to VicRoads under clause 3.5.2.2 if payment under the bank guarantee has not been called upon.

3.6 **Signage**

During the construction of the Road Works, the Owner must provide for signage for traffic management which must conform with the intent and standards included in the VicRoad's publication, "Worksite Traffic Management (Roadworks Signing Code of Practice)", incorporating AS 1742.3-1996.

3.7 **Pavement**

The Owner agrees that the depth and composition of the new pavement must be to the reasonable satisfaction of Vic Roads.

3.8 **Materials and Work**

The standard of the Road Works and all materials used for the Roadworks must be to the satisfaction of VicRoads.

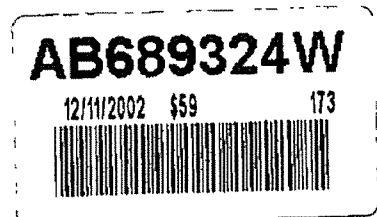
4. **FURTHER OBLIGATIONS OF THE OWNER**

4.1 **Notice and Registration**

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

4.2 **Further actions**

The Owner further covenants and agrees that:



7.



- 4.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

4.3 Costs of Council and VicRoads

The Owner further covenants and agrees that the Owner will immediately pay to:

- 4.3.1 Council, Council's reasonable costs and expenses (including legal expenses and costs incurred by Council); and
- 4.3.2 VicRoads, VicRoads' reasonable costs and expenses (including legal expenses),

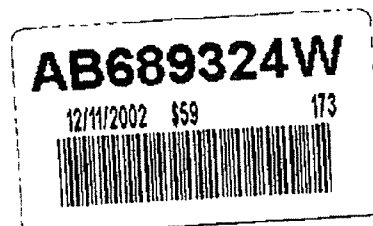
of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council or VicRoads (as relevant) by the Owner.

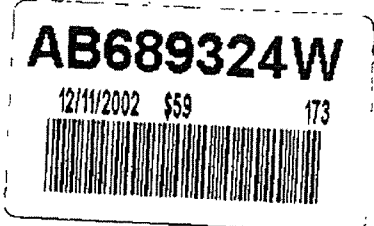
5. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owner 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 pursuant to Section 173 of the Act.

6. VICROADS TO ENFORCE AGREEMENT

- 6.1 VicRoads acknowledges and agrees that it will administer and enforce this Agreement and will not call upon Council to do so unless as a matter of procedure Council is required to enforce the Agreement under any relevant law.
- 6.2 VicRoads agrees that where Council is required to enforce this Agreement under any relevant law, and VicRoads asks Council to enforce this Agreement it will indemnify and keep indemnified, Council from and against all costs and expenses (including any awards of costs against Council in administering and enforcing this Agreement) which Council may incur in enforcing this Agreement.





8.

7. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, 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.

8. SUCCESSORS IN TITLE

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- 8.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 8.2 execute a deed agreeing to be bound by the terms of this Agreement.

9. GENERAL MATTERS

9.1 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:

- 9.1.1 by delivering it personally to that party;
- 9.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 9.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

9.2 Service of Notice

A notice or other communication is deemed served:

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

9.3 No Waiver

Any time or other indulgence granted by Council or VicRoads to the Owner or any variation of the terms and conditions of this Agreement or any



9.

judgment or order obtained by Council or VicRoads against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council or VicRoads in relation to the terms of this Agreement.

9.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

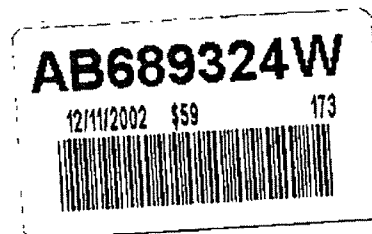
10. COMMENCEMENT OF AGREEMENT

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

11. ENDING OF AGREEMENT

11.1 This Agreement ends when the Owner has complied with all of the obligations imposed on the Owner under this Agreement as evidenced in writing by a letter from VicRoads to that effect.

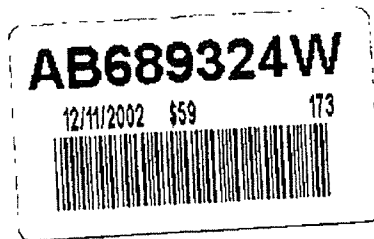
11.2 At the time Council issues a Statement of Compliance under the *Subdivision Act* 1988 in respect of any stage, provided the Owner has fulfilled all of the obligations of this Agreement in relation to that stage to the satisfaction of Council, Council will execute an application (prepared by the Owner) under section 183(2) of the Act to enable this Agreement to be removed from the relevant Certificate of Title(s) to that stage.



10.

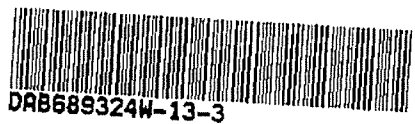
EXECUTED under Seal by the parties on the date set out at the commencement of this Agreement.

The Common Seal of the Frankston City Council was affixed in the presence of -



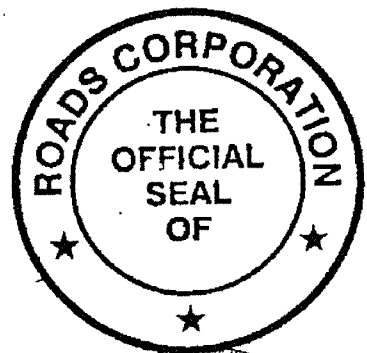
..... *Wilson*
Councillor

..... *[Signature]*
Chief Executive Officer



OFFICIAL
THE ~~COMMON~~ SEAL of ROADS CORPORATION was affixed in the presence of

..... *[Signature]*
Authorised Officer



..... *[Signature]*
Authorised Officer

THE COMMON SEAL of SANDHURST GOLF ESTATES PTY LTD ACN 089 884 766 was affixed in the presence of authorised persons:



..... *[Signature]*
Director

KENNETH JAMES ROCHE

Director

Full name

568 ST. KILDA RD MELBOURNE 3004

Usual address

..... *[Signature]*
Director (or Company Secretary)

Director (or Company Secretary)

DENIS ARTHUR ROCHE

Full name

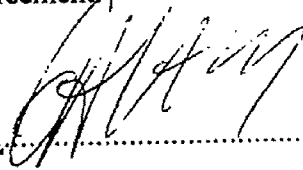
568 ST. KILDA RD MELBOURNE 3004.

Usual address

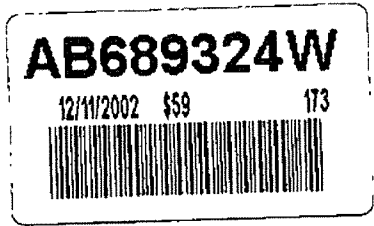
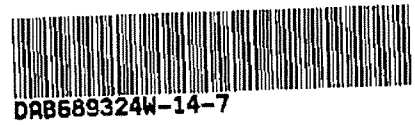
11.

Mortgagee's Consent

National Australia Bank Ltd as Mortgagee of registered mortgage No. AB000322X 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.



.....



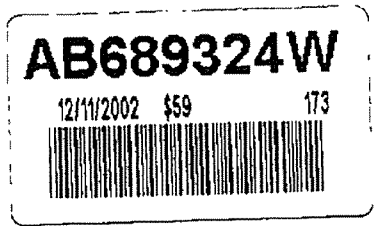
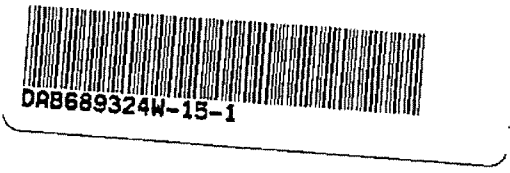
12.

Mortgagee's Consent

Miramah Investments Pty Ltd (ACN 006 751 766) as Mortgagee of registered mortgage No. AB023159C 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.

THE COMMON SEAL of MIRAMAH)
INVESTMENTS PTY LTD (ACN 006)
751 766) was affixed in the presence of)
authorised persons:

.....	Director
.....	Full name
.....	Usual address
.....	Director (or Company Secretary)
.....	Full name
.....	Usual address



13.

Mortgagee's Consent

Frederick Michelmore as Mortgagee of registered mortgage No. AB023159C 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.

Frederick Michelmore

.....



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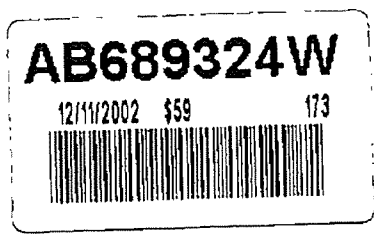


14.

Mortgagee's Consent

Raymond Leslie Marriott as Mortgagee of registered mortgage No. AB023159C 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.

R.L. Marriott



15.

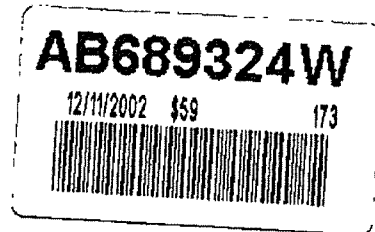
Mortgagee's Consent

Harland Thomas Gardiner as Mortgagee of registered mortgage No. AB023159C 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.

H. T. Gardiner
.....



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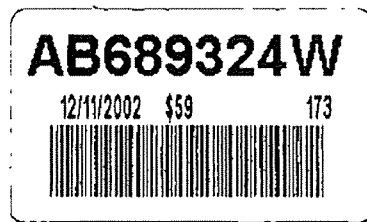
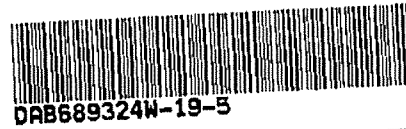


16.

Mortgagee's Consent

Valmai Joyce Gardiner as Mortgagee of registered mortgage No. AB023159C 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.

Valmai J Gardiner



17.

PLANNING PERMIT



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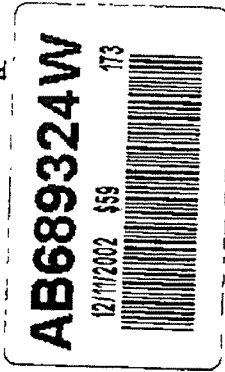
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PAGE 1 OF 10

PLANNING
PERMIT



Permit No. 00187
Property No. 12-4-139
Planning Scheme Frankston
Responsible Authority FRANKSTON CITY COUNCIL

ADDRESS OF THE LAND:

Thompson Road, Taylors Road, Wedge Road and McCormicks Road and at Lot 4 LP34753, Certificate of Title Volumes 8140 Folio 737 at the north west corner of Wedge Road and McCormicks Road, Carrum Downs.

THE PERMIT ALLOWS:

Staged development, use and subdivision of an integrated Golf Course and residential development in accordance with the endorsed plan/s

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:



DB689324W-21-4

1. Before the development, use and subdivision of any stage commences, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the plans submitted with the application Master Plan but modified to show:
 - (a) Fully detailed and dimensioned development and subdivision plans for all buildings works and allotments for the following components (comprising at least Stage 1 of the development):-
 - Not less than 20 holes of golf including the 18 holes in the northern course and holes 10 and 18 of the southern course, but up to 36 holes if it is considered more efficient to complete both courses as part of Stage 1, and any associated club house/lodge facility, food and drink premises and ancillary pro-shop.
 - Stage 1 residential as shown on the staging plan comprising up to approximately 200 residential lots together with the attendant infrastructure including roadways, driveways, public lighting, pedestrian network, etc.
 - Development of all of the waterways associated with the eastern section of the land, except for those components of waterways completely encapsulated within future stages of residential or golf development (if not constructed as part of Stage 1 works).
 - Construction of any associated clubhouse/Community facility and associated car parking area.
 - Construction of McCormicks Road from Thompsons Road to the northern most entrance to the development to two lane single carriageway standard, together with required intersection treatments at both ends of that section and at Thompson and Wedge Road to the satisfaction of VicRoads and Council's Infrastructure Manager.

Date Issued: 9 August, 2000

Signature for the
Responsible Authority


NICK CHARALAMBAKIS
DEVELOPMENT MANAGER

Fully detailed landscape plan that includes quantity and density of plant species and plant size upon planting indicated on the landscape plan, (Note: advanced plant stock at a suitable planting density must be provided throughout all landscape areas on the site). Suitable sprinkler systems must also be provided. Bulk earthworks plan indicating finished site levels to the perimeter of the property.

- (b) Outline subdivision plans of the balance of the site not contained in Stage 1 indicating all lot boundaries and staging
 - (c) Full details of all external boundary fencing treatments to McCormicks Road, Thompsons Road, Taylors Road and Wedge Road.
 - (d) Accurate location of all significant vegetation nominated for retention.
 - (e) Landscaping of external road boundaries of the site.
 - (f) Full details and dimensions of vehicle entry point treatments to the site.
 - (g) Three dimensional Building Envelopes for all lots with an area of between 300 and 450 square metres that satisfy the provisions of the Victorian Code for Residential Development Subdivisions and Single Dwellings, April 1992, Elements 1(PM2), E2, E3 and Element 4 (PM1-7).
 - (h) Full details of all proposed external lighting including height and colour of poles, wattage of lights and baffles/ louvers used to control the spill of light and glare.
 - (i) An isolux diagram for all external lighting clearly showing that no direct light or glare will fall on adjoining residential properties or surrounding road network.
 - (j) Tree reservations of an appropriate width (minimum 1 metre) must be provided along all road frontages to the site to prohibit vehicle access other than from the approved access points.
 - (k) Land set aside along McCormicks Road (also to be shown on a formal subdivision plan) as 'Road Reservation' vested in Frankston City at no cost to Council to reflect the area covered by the Public Acquisition Overlay.
 - (l) All easements not required by the development to be removed and new easements to be created to the satisfaction of the relevant authorities.
 - (m) All disused crossovers to be removed and the areas to be re-instated to the satisfaction of VicRoads and Council's Infrastructure Manager.
 - (n) The submission of a Earthworks Management Plan for the site (which may be submitted in stages).
2. Before the development use and subdivision commences all lots forming the site must be consolidated in title pursuant to the Subdivision Act 1988.
3. The development, use and subdivision as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.
- 4.
- (a) Development works must cease immediately upon the discovery of any Aboriginal cultural material other than the identified scar trees which are to be retained and protected, and Aboriginal Affairs Victoria shall be immediately notified of any such discovery.
 - (b) Development works on the subject land shall cease immediately upon the discovery of any suspected human remains. The Police or State Coroners Office must be informed of the discovery without delay. If there are reasonable grounds to suspect that the remains are Aboriginal, the discovery should also be reported to Aboriginal Affairs Victoria.
 - (c) Officers of Aboriginal Affairs Victoria shall be permitted access to the site at any reasonable time, for the purpose of monitoring adherence to Condition (a) and (b) above.



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Date Issued: 9 August, 2000

Signature for the Responsible Authority

NICK CHARALAMBAKIS
DEVELOPMENT MANAGER

5. Subdivision layout and dwelling design and siting for lots over 300 square metres must at all times satisfy any approved building envelopes (if under 450 square metres) and The Victorian Code for Residential Development – Subdivision and Single Dwellings, April 1992: Elements E2, E3, E4 (performance measures 1 and 2) and E11 (performance measure 1 only) – If the development does not meet one or more of these performance measures, it must comply with the Building Regulations 1994 or any variation granted under those regulations. The layout must also satisfy Subdivision Development Guidelines of Council.
6. Any lot with an area of between 300-450 square metres must include a 3 dimensional building envelope that satisfies the provisions of The Victoria Code for Residential Development Subdivision and Single Dwellings, April 1992. Elements 1 (PM2), E2, E3 and E4 (PM1-7).
7. A planning permit is not required to construct or extend one dwelling on a lot of at least 300 square metres. However the development must meet the requirements of condition 5 of this permit.
8. Creation of a lot less than 300 square metres in area requires a further town planning permit, and can only be considered as part of an application for Medium-density housing pursuant to the provisions of the Good Design Guide.
9. Prior to any development commencing on the site, and the issue of a Statement of Compliance, the applicant must enter into a Section 173 Agreement pursuant to the Planning and Environment Act 1987 to ensure the following:

- Integration of all land and staging with the Golf Course development that provides for the comprehensive development of the entire Sandhurst Comprehensive Development Plan, May 1996 as an amalgamated site under the effective control of one developer group.
- Provision of full details and payment staging of the development levies required by the Sandhurst Comprehensive Development Plan 1996 including off site contributions for road works required by the traffic report that addresses the issues raised in VicRoads letter to the Frankston City Council dated 21 June, 1996 SY FRA 030 R11 in accordance with the approved traffic management and associated road works plan, method of collection and timing of works to be carried out which must be on the assumption that Thompsons Road between Dandenong Valley Highway and Westport Highway will not be duplicated within the next five years by the Council or VicRoads.
- That residential subdivision does not proceed without the golf course development, that is a Statement of Compliance will not issue for any residential stage until the Golf Course component of the respective stage is substantially completed to the satisfaction of the responsible authority.
- All development, use and subdivision must be generally in accordance with the following reports prepared by Paroissien Grant & Associates Pty. Ltd. and dated March 2000. (a) Golf Course & Landscape Design, (b) Urban Design & Architecture, (c) Services Report, (d) Traffic Report, and (e) Stormwater Drainage Management Strategy.
- All construction with the residential lots must occur within any approved building envelopes, and must at all times satisfy the requirements of Conditions 5 and 6 of this permit.
- The staged construction of McCormicks Road in accordance with the requirements of Conditions 1(a), 13, 16 and 26 of this permit.
- The operator of this permit must contribute an amount specified in the Responsible Authorities Special Charge Scheme for the construction of Wedge Road between Frankston Dandenong Road and McCormicks Road or if this Scheme is unsuccessful, the operator of this permit must construct a roundabout at the intersection of McCormicks Road and Wedge Road and the portion of Wedge Road from the western boundary of the site to McCormicks Road intersection to the satisfaction of Council's Infrastructure Manager.

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Date Issued

Signature for the Responsible Authority

NICK CHARALAMBAKIS
DEVELOPMENT MANAGER

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10. Prior to any development commencing on the site, Management Plans for the construction phases of the proposal must be prepared and submitted to the Responsible Authority. The Management Plans must satisfy all relevant Environment Protection Authority (EPA) requirements and provide for the following: -

- (a) General amenity provisions including construction times, dust and noise control and external lighting effects; and
- (b) Operational matters relating to such things as control of nuisance conditions, vehicle loading and unloading times and the transportation of goods and materials to and from the site via the main road network and within the site when subsequent stages after Stage 1 are developed.

The Management Plans must include, but are not limited to the following requirements:-

- All construction vehicles to access the site from McCormicks Rd fronting the site between Thompson Road and Wedge Road. No construction vehicle must access the site from Thompson Road or Wedge Road without the further written consent of VicRoads and/or Council.
- All construction work to only occur between the hours of 7:00 a.m. and 7:00 p.m. daily if it is likely to cause noise nuisance to the locality.
- All security lighting erected on the site during the construction phase must be appropriately located and baffled so as not to be directed towards the adjoining residential areas to the south or surrounding road network.
- Appropriate methods such as the use of water trucks or aquaseeding must be employed to control dust emissions from the site during the construction phases.
- Noise emissions from the site to comply at all times to the requirements of the Environment Protection Authority (EPA).

Once approved, the Management Plans form part of this permit.

11. Prior to any building and works commencing on any subsequent stage(s) of the development, fully detailed and dimensioned development and subdivision plans for all buildings works and allotments forming part of the stage(s) must be submitted and approved by the Responsible Authority. The plans must show but are not limited to the following details:-

• The balance number of holes of golf, forming part of the respective stage, or the total of the remaining number of the 36 holes if it is considered more efficient to complete the whole course as part of the next stage of development and any associated club house/lodge facility, food and drink premises and ancillary pro-shop.

• Residential component as shown on the staging plan together with the attendant infrastructure including roadways, driveways, public lighting, pedestrian network, etc.

• Development of the waterways associated with the relevant next stage of development (except those components of waterways completely encapsulated within future stages of residential or golf development).

• Construction of any associated communal facilities, i.e. community centre(s), recreation facilities such as tennis courts, convenience store etc. and associated car parking and landscaping.

• Detailed landscaping plans indicating the quantity and density of plant species and plant size (Note: advanced plant stock at a suitable planting density must be provided throughout all

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Date Issued: 9 August, 2000

Signature for the Responsible Authority

[Signature]
NICK CHARALAMBAKIS
DEVELOPMENT MANAGER



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landscape areas on the site). Suitable sprinkler systems must also be provided. Bulk earthworks plan indicating finished site levels to the perimeter of the property.

- 12. The amenity of the area must not be detrimentally affected by the use or development, through the :-
 - (a) Transport of materials, goods or commodities to or from the land.
 - (b) Appearance of any building, works or materials.
 - (c) Emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil.
 - (d) Presence of vermin.
- 13. The developer is required to construct the balance of McCormicks Road and associated intersection works from the northern site access point to Wedge Road when Traffic volumes along McCormicks Road increase to 1500 vehicles per day, or when any southern vehicle access point (east or west side of McCormicks Road) is constructed. However, in the interim, the developer must pay to the Responsible Authority a maintenance contribution for the unsealed portion of McCormicks Road from time of completion of the northern most section of McCormicks Road until the balance of McCormicks Road is constructed. The contribution rate is to be apportioned based on the difference between current grading requirements and those necessitated by increased traffic volumes.
- 14. The finished site and floor levels shown on the endorsed plans for all public/communal facilities shall not be altered without the prior written consent of the Responsible Authority.
- 15. Before the use of public/communal facilities commences, areas set aside for parked vehicles and access lanes as shown on the endorsed plans must be :-
 - (a) Constructed to the satisfaction of the Responsible Authority.
 - (b) Properly formed to such levels that they can be used in accordance with the plans.
 - (c) Surfaced with an all-weather sealcoat the satisfaction of the Responsible Authority.
 - (d) Drained and maintained to the satisfaction of the Responsible Authority.
 - (e) Line-marked to indicate each car space and all access lanes to the satisfaction of the Responsible Authority.

Parking areas and access lanes must be kept available for these purposes at all times.

- 16. Prior to the issue of a Statement of Compliance for each stage - roadworks, drainage and associated works must be provided and constructed at the expense of the Developer, in accordance with plans and specifications approved by Council and must include details of:

Drainage to Melbourne Water's Scheme discharge point
 The access to the subdivision
 Amenity Control during Construction
 Road Pavement Design/Makeup
 Drainage System Design/layout

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Date Issued: 9 August, 2000

Signature for the Responsible Authority

NICK CHARALAMBAKIS
DEVELOPMENT MANAGER

- Traffic Management/Signage/Linemarking
- Footpaths
- Cycle/Pedestrian Paths/Signing
- Kerb and Channel
- Road widening on existing access roads, acceleration and deceleration lanes
- Tree Planting: Tree Reserves
- Fencing on Tree Reserves
- Fencing of Council's Reserves
- Permanent Survey Marks/Numbered/Levelled
- Service Conduit Plan
- Metcon Marking/Signing
- Street Signs
- Vehicle Crossings
- Filling of land/Placement/Material
- Street Lighting



17. All walls facing adjoining property boundaries must be cleaned and painted to a standard that is well presented to neighbouring properties to the satisfaction of the Responsible Authority.
18. All external buildings and works and fixtures must be maintained in good condition at all times in accordance with the schedule of finishes shown on the endorsed plans to the satisfaction of the Responsible Authority.
19. Noise emitted from any public or communal facility on the site must not exceed limits prescribed by the State Environment Protection Policy (Public Premises) No. N2.
20. All external lighting shall be appropriately baffled so as not to have a detrimental impact.
21. Before the commencement of the use of each stage, landscaping works as shown on the endorsed plans for the respective stage must be completed to the satisfaction of the Responsible Authority and then maintained to the satisfaction of the Responsible Authority unless otherwise agreed to by Responsible Authority.
22. No vehicular access is permitted to Wedge Road, Taylors Road and Thompsons Road from the site other than access which VicRoads and Council may approve only for purposes associated with access to the golf course for maintenance.
23. All first floor plumbing work, sewer pipes etc, associated with the buildings shall be concealed from general view.
24. All reticulated services to the site shall be located underground.
25. No advertising shall be erected, painted or displayed other than in conformity with the provisions of the Frankston Planning Scheme.
26. Conditions required by VicRoads:

The developer to enter into an Agreement pursuant to the provisions of Section 173 of the Planning and Environment Act 1987 incorporating all of the matters referred to herein:

AB689324W



Date Issued: 9 August, 2000

Signature
Responsible Authority

NICK CHARALAMBAKIS
DEVELOPMENT MANAGER

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- (a) Details of the proposed access between the subject property and Thompsons Road for the purpose of providing access for maintenance of the golf course must be approved in writing by VicRoads. A median opening may not be provided opposite any such access when Thompsons Road is duplicated and no claim for compensation will be made in this regard.
- (b) Staged improvements to the intersection of Thompsons Road and McCormicks Road shall be carried out to the satisfaction of VicRoads and the Responsible Authority.
- (c) Prior to the certification of any plan of subdivision, functional layout plans of staged improvements to the intersection of Thompsons Road and McCormicks Road shall be submitted to VicRoads and the Responsible Authority for written approval. The design shall be compatible with the ultimate duplication of Thompsons Road and McCormicks Road and shall identify any land requirements additional to the existing road reservation that may be required to enable construction of the intersection improvement works to proceed.
- (d) The applicant shall bear the full costs and expenses associated with all roadworks, pavement markings, public lighting alterations, service relocations, signage and land acquisition at no cost to VicRoads or the Responsible Authority to the intent that all matters associated with land acquisition and works shall be undertaken.
- (e) Should the approved functional layout plans identify additional land requirements that are encompassed by the reservation shown as PA01 on the Public Acquisition Overlay of the City of Greater Dandenong Planning Scheme, VicRoads shall carry out the compulsory acquisition of the identified land, and the developer shall:-
 - Prior to undertaking any development works or certifying any subdivisional plans, the developer shall provide to VicRoads a bank guarantee, without a termination date, for the estimated compensation payable in respect of the identified land and all associated expenses.
 - The developer shall pay to VicRoads, at a time or times as required and notified in writing by VicRoads, the full compensation payable in respect of the identified land plus associated expenses.
- (f) The following requirements shall be undertaken for each of the staged improvement works to be carried out on the Thompsons Road / McCormicks Road intersection:-
 - Detailed engineering plans of the road works shall be submitted for written approval to VicRoads. When the plans are approved, an additional copy shall be submitted for supervision purposes.
 - Prior to gaining approval from VicRoads to undertake works on the intersection of Thompsons Road and McCormicks Road, the developer shall:-
 - Provide payment to VicRoads of \$400 or 1% of the estimated cost of roadworks, whichever is greater, to cover the cost of surveillance.
 - Provide a bank guarantee, without a termination date, to VicRoads for the estimated cost of works.
 - Provide evidence that the Contractor has a public liability insurance policy for at least \$10 million that will be effective for the duration of the works.
 - Provide VicRoads with the name, address, business and out-of-hours telephone numbers of the principal roadworks contractor.

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Date Issued: 9 August, 2000

Signature for the Responsible Authority

NICK CHARALAMBAKIS
DEVELOPMENT MANAGER



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Arrange for the contractor to contact Mr Jim Arnott on telephone number 9881 8077, to organise a meeting on site to discuss traffic management measures (usually 7 days notice required).

- During construction, worksite signing for traffic management shall be provided to conform with the intent and standards included in VicRoads' publication "Worksite Traffic Management, (Roadworks Signing Code of Practice)," incorporating AS 1742.3-1996.
- The depth and composition of new pavement shall be to the satisfaction of VicRoads.
- The standard of all materials and work shall be to the satisfaction of VicRoads.

27. Conditions required by Melbourne Water

- (a) Prior to the issue of a Statement of Compliance, the owner shall enter into and comply with an agreement with Melbourne Water Corporation, under section 269A of the Melbourne and Metropolitan Board of Works Act 1958, for the provision of drainage works and the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage system.
- (b) Appropriate easements and/or reserves must be created over all Melbourne Water assets on this site, i.e. the major waterways and flood storage areas.
- (c) A detailed storm water management plan must be submitted and approved by Melbourne Water prior to certification. This plan must demonstrate that:
 - All developable lots on the property are free from flooding in 1 in 100 year storm event.
 - Flows from the site are to be controlled back to rural levels for all storm events. (Q_1 to Q_{100}).
 - All water bodies on the property are environmentally sustainable.
 - Overland flows from the upstream catchment can be safely carried over the site utilising roads and or reserves in accordance with the major/minor approach to storm water management.
 - There is no net loss of flood storage on the site.
 - Flood levels on upstream and downstream properties are not increased.
 - On-site retention will be increased to reduce the risk of flooding on the downstream catchments.
 - Storm water discharge from the development is treated in accordance with Melbourne Water's requirements.
- (d) No polluted and / or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.
- (e) A satisfactory maintenance agreement must be arranged to cover all waterways and pondage areas.
- (f) Separate application direct to Melbourne Water must be made for any new storm water connection to Melbourne Water's drains or watercourses.
- (g) Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.

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Date Issued: 9 August, 2000

Signature for the Responsible Authority

[Handwritten Signature]
NICK CHARALAMBAKIS
DEVELOPMENT MANAGER

If further information is required in relation to Melbourne Water's permit conditions shown above, please contact Andrew Lawrie on telephone 9235 2214, quoting Melbourne Water's reference 47644

28. Conditions required by Natural Resources and Environment

- All earthworks authorised by this permit shall be undertaken in a manner which will minimise soil erosion and in accordance with the Guidelines for Minimising Soil Erosion and Sedimentation from Construction Sites in Victoria: SCA, 1970.
- Where earthworks are undertaken in accordance with this permit, trees retained on the site shall not be damaged and where machinery is used, care shall be taken not to damage the root zone of these trees.
- A landscaping plan drawn to a scale showing the type and location of all existing and proposed species shall be provided to the Responsible Authority for approval. An endorsed copy of the plan shall form part of the permit and the area to be landscaped on the plan shall be planted and maintained to the satisfaction of the Responsible Authority.
- All River Red Gums on the site shall be retained and protected with a buffer around each tree of at least a distance of twice the radius of the tree canopy.

29. Reticulated gas services, if required, must be provided to the satisfaction of Origin Energy.

30. Conditions required by Telstra

- Prior to a Statement of Compliance being issued by the Responsible Authority, the owner shall provide to the satisfaction of Telstra, all works for provision of Telecommunication Services to each lot created in the subdivision.
- Where any extension or alterations to Telstra's network or plant are necessitated by the proposed subdivision, the cost of such works shall be met by the owner prior to the Statement of Compliance being issued.
- The plan submitted for certification must show details of easements and/or RCM/RIM sites which may be required by Telstra.

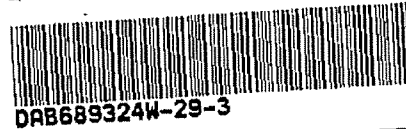
31. Conditions required by South East Water

- Water – The owner of the subject land must enter into an agreement with South East Water Limited for the provision of water supply and fulfil all requirements to its satisfaction.
- Sewerage – The owner of the subject land must enter into an agreement with South East Water Limited for the provision of sewerage and fulfil all requirements to its satisfaction.

32. Conditions required by United Energy

The applicant may be required to:-

- Enter into an agreement with United Energy for an underground supply of electricity to each lot shown on the endorsed plan.



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Date Issued: 9 August, 2000

Signature for the Responsible Authority

NICK CHARALAMBAKIS
DEVELOPMENT MANAGER

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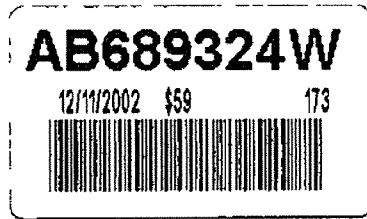
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- Enter into an agreement with United Energy for rearrangement of the points of supply to any existing installations affected by any private electric power line which would cross a boundary created by the subdivision, or by such other means as may be agreed by United Energy.
 - Provide easements satisfactory to United Energy for Electricity (Power Line) as defined in Column 2 in the 7th Schedule of the "SEC Act 1958" in favour of United Energy, where easements have not been otherwise provided for all existing United Energy electric powerlines and for any new power lines required to service the lots on the endorsed plan and/or abutting land.
 - Obtain for the use of United Energy any other easement required to service the lots.
 - Provide suitable sites for electric substations by setting aside reserves for the use of United Energy.
 - Execute lease documents for a period of 30 years at a nominal rental with a right to extend the lease for a further 30 years for any electrical substations and for associated powerlines and carriageway as required. United Energy requires that such leases are to be noted on the title by way of a caveat prior to the registration of the plan of subdivision.
- Prior to certification, the Plan of Subdivision must be referred to South East Water Limited, in accordance with Section 8 of the Subdivision Act 1988.
33. Drainage must be provided throughout the site to the satisfaction of Council's Infrastructure Manager.
 34. Once the development has started it must be continued and completed to the satisfaction of the Responsible Authority.
 35. This permit will expire if one of the following circumstances applies :-
 - The development, use and subdivision are not started within two years of the date of this permit.
 - The development, use and subdivision is not completed within 10 years of the date of this permit.

The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires or within three months afterwards.

APPLICANT: Sandhurst Golf Estates P/L C/- Paroissien Grant & Associates Pty Ltd



Date Issued: 9 August, 2000

Signature for the Responsible Authority

[Handwritten Signature]
NICK CHARALAMBAKIS
DEVELOPMENT MANAGER



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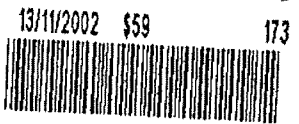
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Form 13

AB691928Y



Section 181

APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A RECORDING OF AN AGREEMENT

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Maddocks
Phone: 9288 0555
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref: TGM:780178 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: Volume 9755 Folios 485 & 486, Volume 8202 Folio 069, Volume 10604 Folio 300, Volume 8820 Folio 849, Volume 5923 Folio 480, Volume 7180 Folio 888, and Volume 8140 Folio 737

Authority: Frankston City Council of Civic Centre, Davey Street, Frankston

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

A copy of the agreement is attached to this application

Signature for the Authority: [Handwritten signature]

Name of officer: Jon Edwards

Office held: Chief Executive Officer

Date: 22 October 2002

[780178/TGM/M0041978:1]



DAB691928Y-1-8

NN1311.02



Maddocks

Date 22 / 10 /2002

Lawyers
140 William Street
Melbourne Victoria 3000 Australia
Telephone 61 3 9288 0555
Facsimile 61 3 9288 0668
Email info@maddocks.com.au
www.maddocks.com.au
DX 259 Melbourne



DAB691928Y-2-6

**Agreement under Section 173 of the
Planning and Environment Act 1987
Overall Subdivision Development Controls**

**Frankston City Council
and**

**Sandhurst Golf Estates Pty Ltd
ACN 089 884 766**

AB691928Y

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[780178/DIR/M0029955:1]

Affiliated offices
Adelaide, Brisbane, Colombo, Dubai,
Hong Kong, Jakarta, Kuala Lumpur,
Manila, Mumbai, New Delhi, Perth,
Singapore, Sydney, Tianjin



DRB691928Y-3-4

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Agreement under Section 173 of the Planning and Environment Act 1987

Overall Subdivision Development Controls Agreement

DATE 22 / 10 / 2002



DAB691928Y-4-2

BETWEEN

Frankston City Council
of Civic Centre, Davey Street, Frankston

(Council)

AND

Sandhurst Golf Estates Pty Ltd ACN 089 884 766
of Unit 4, 568 St Kilda Road, Melbourne

(Owner)

RECITALS

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 9 August 2000 Council issued Planning Permit No. 00187 (**the Planning Permit**) allowing the staged use and development of the Subject Land as a fully integrated golf course and residential development in accordance with a plan or plans to be endorsed under condition 1 of the Planning Permit. Condition 9 of the Planning Permit requires the Owner to enter into an agreement to provide for the matters set out in that condition. A copy of the Planning Permit is attached to this Agreement and marked "A". There are other conditions in the Planning Permit which give further particularity to the various works and contributions to be done or made by the Owner and this Agreement is not intended to derogate from those other obligations except as expressly provided for in this Agreement.
- D. The Subject Land is affected by a Comprehensive Development Zone under clause 37.02 of the Planning Scheme. Schedule 1 of the Comprehensive Development Zone specifically applies to the Subject Land. Under clause 3.1 of Schedule 1 to the Comprehensive Development Zone, given how the Subject Land is to be used and developed, an agreement under section 173 of the *Planning and Environment Act 1987* is required to address the various matters set out in that part.
- E. Council has incorporated all of the requirements under clause 3.1 of Schedule 1 to the Comprehensive Development Zone within the Planning Permit.
- F. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. AB000322X and AB023159C in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.
- G. The parties enter into this Agreement:
 - G.1 to give effect to the requirements of the Planning Permit and Schedule 1 of the Comprehensive Development Zone; and

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G.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

THE PARTIES AGREE



DAB691928Y-5-1

1. DEFINITIONS

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.

Building means any building to be used as a dwelling and associated outbuildings and includes a tennis court or swimming pool.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit. Such plan (as from time to time endorsed) shall be read and incorporated as if it were part of this Agreement.

lot means a lot on the Endorsed Plan.

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.

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 it and includes a Mortgagee-in-possession.

party or parties means the Owner and Council under this Agreement as appropriate.

Planning Permit means the Planning Permit referred to in recital C of this Agreement.

Planning Scheme means the Frankston Planning Scheme and any other planning scheme that applies to the Subject Land.

Residential Lot means a lot which by virtue of its size and dimension, it is intended for final use as a home site.

Sandhurst Comprehensive Development Plan or CDP means the Sandhurst Comprehensive Development Plan: May 1996 that is referred to in item 2.2 of Schedule 1 of clause 37.02 of the Planning Scheme.

Sandhurst Masterplan means the master plan prepared and approved by Council from time to time, showing the various components of the integrated development of the Subject Land.

Stage 1 means the first stage of the residential development of the Subject Land.

Subdivision Development Guidelines means any guidelines or standards adopted by Council's engineering department from time to time as guidelines or standards to be used in the design and construction of subdivisional infrastructure within the municipality of Frankston.

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Subject Land means the land bounded generally by Thompson Road, Taylors, Road, Wedge Road and McCormicks Road being the land referred to in Certificates of Title:

- Volume 9755 Folio 485
- Volume 8202 Folio 069
- Volume 9755 Folio 486
- Volume 10604 Folio 300
- Volume 8820 Folio 849
- Volume 5923 Folio 480
- Volume 7180 Folio 888
- Volume 8140 Folio 737

and any reference to the Subject Land in this Agreement includes any consolidation of the abovementioned titles or any lot created by the subdivision of the Subject Land or any part of it.

Substantially Completed has the meaning described in Schedule 1 of this Agreement.

2. INTERPRETATION

In this Agreement unless the context admits otherwise:

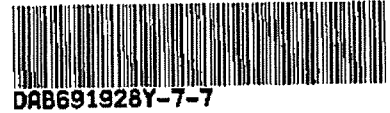


- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement 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 Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

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3. SPECIFIC ACKNOWLEDGMENT BY THE OWNER AS TO THE INTEGRATED MANNER IN WHICH THE SUBJECT LAND IS TO BE DEVELOPED

The Owner agrees that:

3.1 Subject Land to be developed as one integrated whole:

except with the agreement of Council, the Subject Land must be developed as a fully integrated stage development generally in accordance with the development principles contained in the Sandhurst Comprehensive Development Plan under the effective control of one developer group provided that the developer group may have partnership or joint venture associations or the like;

3.2 Residential component not to proceed without balance

save as expressly provided in this Agreement for Stage 1, the residential subdivision for each stage of the development must not proceed without the golf course component of the development for that respective stage being commenced so that before a Statement of Compliance is issued in respect of that stage of the residential subdivision, the golf course component in respect of that stage is Substantially Completed (as per Option A of Schedule 1) to the satisfaction of Council and to that end the Owner agrees that:

3.2.1 it will not seek from Council; and

3.2.2 in any event, Council may, notwithstanding the requirements of the *Subdivision Act 1988*, refrain from issuing –

a Statement of Compliance in respect of any land subdivision comprising the residential subdivision until the said golf course component for that stage is Substantially Completed to the satisfaction of Council;

3.3 Specific requirement for Stage 1 of the residential development

the residential subdivision for Stage 1 of the development must not proceed without the golf course component of the development for that stage being commenced so that before a Statement of Compliance is issued in respect of that stage, the golf course component in respect of that stage is Substantially Completed to the satisfaction of Council and to that end the Owner agrees that:

3.3.1 it will not seek from Council; and

3.3.2 in any event, Council may, notwithstanding the requirements of the *Subdivision Act 1988*, refrain from issuing –

a Statement of Compliance in respect of Stage 1 until the said golf course component for Stage 1 is Substantially Completed (as described in Schedule 1);

3.4 Development to comply with certain studies

except as expressly allowed by written consent of Council, all subdivision, development and use of the Subject Land must be generally in accordance with the following reports prepared by Paroissien Grant & Associates Pty Ltd – March 2000; namely:

3.4.1 Golf Course & Landscape Design

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- 3.4.2 Urban Design & Architecture
- 3.4.3 Services Report
- 3.4.4 Traffic Report
- 3.4.5 Stormwater Drainage Management Strategy.

4. SPECIFIC OBLIGATIONS OF THE OWNER CONCERNING THE SUBDIVISION AND DEVELOPMENT OF THE LAND

The Owner agrees that:

4.1 Design of Subdivisional layout

the layout of each subdivision or any stage of a subdivision must comply with clause 56 of the Planning Scheme to the satisfaction of Council; and

4.2 Subdivisional infrastructure to be constructed according to Subdivisional Development Guidelines

the construction of any subdivisional infrastructure must be in accordance with plans and specifications approved by Council's engineers and in accordance with the Subdivisional Development Guidelines.

5. SPECIFIC OBLIGATIONS OF THE OWNER CONCERNING THE PROVISIONS OF INFRASTRUCTURE

The Owner agrees that:

5.1 it must either:

5.1.1 pay to Council an amount; or

5.1.2 provided Council agrees, construct buildings or carry out works to an equivalent value and in accordance with plans and specifications approved in writing by Council (**works in lieu**) -



as a development contribution in respect of each Residential Lot according to the amounts or value (as the case may be) set out in the table in Schedule 2 of this Agreement;

5.2 the development contribution for any Residential Lot whether as a cash amount or as works in lieu must be paid to Council or carried out as the case may be to the satisfaction of Council prior to Council being required to issue a Statement of Compliance in respect of any plan of subdivision containing that Residential Lot;

5.3 the amount of the development contribution set out in the Table in Schedule 2 is exclusive of any GST payable on the amounts specified and the Owner will be liable for any GST so payable and the amount will be adjusted for rises in the Consumer Price Index from the date of this Agreement;

5.4 if the Owner elects to carry out works in lieu, the works carried out must be set out in the Table in Schedule 2 or otherwise agreed between Council and the Owner and upon those works being completed, then, the Owner shall be entitled to a credit towards the development contribution payable under this Agreement to the extent

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of the amount allowed in the table in Schedule 2 for that item of infrastructure provided the infrastructure works in respect of which the credit is sought is completed;

- 5.5 the timing of the application of the credit towards the Owner's obligations as they arise in respect of the number of Residential Lots created will be as agreed between the parties;

McCormicks Road

- 5.6 the Owner must construct McCormicks Road as part of Stage 1 of the overall development of the Subject Land from Thompsons Road to the northern most entrance to the development (as shown on the Sandhurst Masterplan) as a two lane single carriageway together with required intersection treatments at both ends of that section of road (that is at the Thompson and Wedge Road intersection and at the McCormicks Road and the new internal road intersection);

Construction of Wedge Road

- 5.7 if Council does not proceed with a Special Rate Scheme for the construction of Wedge Road between Frankston Dandenong Road and McCormicks Road, the Owner must, at its own cost:

- 5.7.1 construct a roundabout at the intersection of McCormicks Road and Wedge Road; and

- 5.7.2 construct the portion of Wedge Road from the western boundary of the Subject Land to McCormicks Road intersection

each to the satisfaction of Council;

Bond Security

- 5.8 if the Owner elects "Option B" in Schedule 1 and the Owner has failed to Substantially Complete the works comprising the golf course (specifically, plant the summergrass) Council may, immediately after the expiry of 14 days written notice, enter upon the Subject Land and carry out the planting of the summergrass and then draw down the bank guarantee required to be provided under Option B to the extent of the actual costs incurred by Council in planting the summergrass. Any additional costs incurred by Council in carrying out the planting of the summergrass shall be a debt owed by the Owner to Council recoverable in an appropriate court.

6. FURTHER OBLIGATIONS OF THE OWNER



6.1 Notice and Registration

The owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

6.2 Further actions

The Owner further covenants and agrees that:

- 6.2.1 the Owner will do all things necessary to give effect to this Agreement;

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6.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.



DAB691928Y-10-1

6.3 Council's Costs to be Paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

7. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owner 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 pursuant to Section 173 of the Act.

8. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, 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.

9. SUCCESSORS IN TITLE

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- 9.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 9.2 execute a deed agreeing to be bound by the terms of this Agreement.

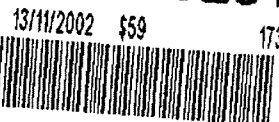
10. GENERAL MATTERS

10.1 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:

- 10.1.1 by delivering it personally to that party;
- 10.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or

AB691928Y



10.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

10.2 Service of Notice

A notice or other communication is deemed served:



10.2.1 if delivered, on the next following business day;

10.2.2 if posted, on the expiration of two business days after the date of posting;
or

10.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

10.3 No Waiver

Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

10.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

10.5 No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land save that Council must exercise its discretion and powers in a way which is not inconsistent with the way it deals with other like developments in the municipality.

11. COMMENCEMENT OF AGREEMENT

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

12. ENDING OF AGREEMENT

12.1 This Agreement ends when the Owner has complied with all of the obligations imposed on the Owner under this Agreement as evidenced in writing by a letter from Council to that effect.

12.2 At the time Council issues a Statement of Compliance under the *Subdivision Act* 1988 in respect of any stage, provided the Owner has fulfilled all of the obligations of this Agreement in relation to that stage to the satisfaction of Council, Council

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will execute an application (prepared by the Owner) under section 183(2) of the Act to enable this Agreement to be removed from the relevant Certificate of Title(s) to that stage.

EXECUTED by the parties on the date set out at the commencement of this Agreement.

The Common Seal of the Frankston City Council was affixed in the presence of -



.....
Councillor

[Handwritten signature]

.....
Chief Executive Officer

THE COMMON SEAL of SANDHURST GOLF ESTATES PTY LTD ACN 089 884 766 was affixed in the presence of authorised persons:



.....
[Handwritten signature] KENNETH JAMES ROCHE
Level 4
568 St Kilda Road
Melbourne VIC 3004

Director

Full name

Usual address

Director (or Company Secretary)

Full name

Usual address

.....
[Handwritten signature] DENIS ARTHUR ROCHE
Level 4
568 St Kilda Road
Melbourne VIC 3004

AB691928Y



Mortgagee's Consent

National Australia Bank Ltd as Mortgagee of registered mortgage No. AB000322X 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.

[Handwritten signature]



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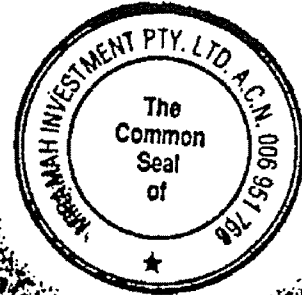
Mortgagee's Consent



DRB691928Y-14-5

Miramah Investments Pty Ltd (ACN 006 751 766) as Mortgagee of registered mortgage No. AB023159C 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.

THE COMMON SEAL of MIRAMAH INVESTMENTS PTY LTD (ACN 006 751 766) was affixed in the presence of authorised persons:



Nguyen

Director

NBUI NG CHUAN NG

Full name

SUITE 1, 2/F, 261 THOMAS

Usual address

ST, DANDENONG 3175

Director (or Company Secretary)

KEE Chung Weng

Full name

Site 1, 2nd Floor, 261 Thomas St, Dandenong 3175

Usual address

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Mortgagee's Consent

Frederick Michelmore as Mortgagee of registered mortgage No. AB023159C 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.

Frederick Michelmore



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Mortgagee's Consent



Raymond Leslie Marriott as Mortgagee of registered mortgage No. AB023159C 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.

R.L. Marriott

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Mortgagee's Consent

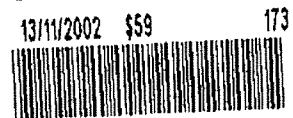


DAB691928Y-17-6

Harland Thomas Gardiner as Mortgagee of registered mortgage No. AB023159C 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.

HT - T. Gardiner

AB691928Y



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Mortgagee's Consent



DAB691928Y-18-0

Valmai Joyce Gardiner as Mortgagee of registered mortgage No. AB023159C 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.

Valmai J Gardiner

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Schedule 1

For the purposes of clause 3.2 of this Agreement, **Substantially Completed** means:

In relation to the first twenty holes of the golf course component:

Option A

- all earthworks
- all watercourses and waterbodies
- final shaping of bulk earthworks
- the installation of all drainage and irrigation
- seeding with wintergrass; and
- seeding with summergrass

or

Option B

- all earthworks
- all watercourses and waterbodies
- final shaping of bulk earthworks
- the installation of all drainage and irrigation; and
- provision of a bond/security to the value of \$500,000 in the form of an unconditional bank guarantee to the satisfaction of Council.

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DAB691928Y-20-9

Schedule 2

Development Contributions

AB691928Y

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SCHEDULE 2



DAB691928Y-21-2

DEVELOPMENT CONTRIBUTIONS AND APPORTIONMENT SCHEDULE

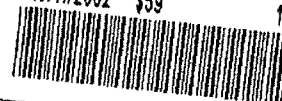
SANDHURST CLUB DEVELOPMENT – INFRASTRUCTURE COMPONENTS

Infrastructure/Facility	Total Cost (\$x000)	Developer's Share (%)	Developer's Share (\$x000)	Cost/Lot (\$)
1. Community Services and Facilities				
Recreation –Multi Purpose community Building	250	100%	250	
Community Building/Tennis Court land component	238	100%	238	
Landscaping and Carparking for community facilities	60	100%	60	
Pre school centre	202	75%	151.5	
Land for pre-school centre	166	75%	124.5	
Landscaping and carparking for pre-school centre	72	75%	54	
Totals	988		878	474.59/Lot
2. Recreational facilities				
Tennis Courts	178	100%	178	
Developing and landscaping of open space	796	100%	796	
Fencing open space	60	100%	60	
Pedestrian /bicycle path network	594	100%	594	
Totals	1628		1628	880/Lot
3. External Road Construction				
McCormicks Road (one carriageway)	2250	100%	2250	
McCormicks Road/Thompson Road intersection	238	100%	238	
Land for road widening/tree reservation	288	100%	288	
Wedge Road – Special Scheme	200	100%	200	
Totals	2976		2976	1,608.64/Lot
TOTALS	5592		5482	2,963.24/Lot

AB691928Y

13/11/2002 \$59

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LAND INFORMATION CERTIFICATE

LOCAL GOVERNMENT ACT 1989, SECTION 229
 Civic Centre, 30 Davey Street, Frankston, 3199
 PO Box 490, Frankston, 3199
 info@frankston.vic.gov.au



Contact: Rates & Valuations Department
 Telephone: 1300 322 322

Cert No: 121016

Issue Date: 15-Oct-2024

Assessment no: 01826914


Property Owner (as recorded by Council): Darren Paul Bergwerf

Applicant's Name	Landata	Effective Date of Valuation	01-Jul-2024
		Prescribed Date of Valuation	01-Jan-2024
Applicant's Address	Level 1 2 Lonsdale Street MELBOURNE VIC 3000	Site Value	\$780,000
		Capital Improved Value*	\$1,650,000
		Net Annual Value	\$82,500
*This Council uses Capital Improved Value (CIV) for rating purposes			

Applicants Ref: 74567588-019-8:78605

Title Particulars:	Lot 108 PS 500745 CT-10700/331
Property Description	5 Kingsford Smith Court, Sandhurst 3977
AVPCC	110 - Detached Dwelling

CURRENT RATES AND CHARGES LEVIED 1st July 2024 to 30th June 2025

CURRENT	CHARGES	
General Rates & Charges	\$3,452.85	<u>TOTAL LEVIED \$4,358.80</u>
Service Rates & Charges	\$630.40	
Victorian Fire Services Levy	\$275.55	
ARREARS	CHARGES	
General Rates & Charges	\$17,922.15	<u>SUB-TOTAL ARREARS \$22,534.57</u>
Service Rates & Charges	\$3,480.55	
Victorian Fire Services Levy	\$1,131.87	
Arrears Legal Costs/Charges		\$1,289.40
Legal Costs/Charges		\$0.00
Interest on Current Rates to: 15-Oct-2024		\$4.50
Interest on Arrears of Rates to: 15-Oct-2024		\$550.35
PAYMENTS RECEIVED		\$0.00
PENSION REBATE		\$0.00
PROPERTY DEBTS (A separate update is required for any property debt charges)		\$0.00
OTHER CHARGES (A separate update is required for any other charges)		\$0.00
<u>Total Outstanding</u>		<u>\$28,737.62</u>
Any outstanding balance may be subject to interest and/or legal action, please contact this office prior to settlement. Payment due dates: Instalment 1 – 30/9/2024, Instalment 2 – 30/11/2024, Instalment 3 – 28/2/2025, Instalment 4 – 31/05/2025		
		 BILLER CODE: 1966 REFERENCE NO: 01826914

Additional information overleaf

LAND INFORMATION CERTIFICATE

LOCAL GOVERNMENT ACT 1989, SECTION 229
Civic Centre, 30 Davey Street, Frankston, 3199
PO Box 490, Frankston, 3199
info@frankston.vic.gov.au



Contact: Rates & Valuations Department
Telephone: 1300 322 322

Cert No: 121016

Issue Date: 15-Oct-2024

ADDITIONAL INFORMATION

Shaun Snelson
Authorised Officer
Date: 15-Oct-2024

I acknowledge having received the sum of \$29.70 for this certificate.

Please note:

- a) Frankston City Council imposes a time limit of three months from issue date during which a certificate may be updated verbally. Council will only be held responsible for information given in writing, i.e. a new certificate, not for information provided or confirmed verbally.
- b) Frankston City Council provides verbal updates to the applicant only.
- c) This certificate does not include important **Building & Planning information** including **outstanding enforcement, fees, Building & Planning permit history and use**. It is highly recommended to also obtain a **'Building Permit Particulars Form'** from Council & **'Planning Certificate'** from Council's Building & Planning Departments
- d) This certificate does not include information regarding Traffic Management Devices.
- e) If this certificate shows costs for Service Rates & Charges, further information can be provided regarding the bin types & sizes, by contacting Frankston City Council on 1300 322 322.
- f) All Notice of Acquisitions lodged must have the Date of Birth of the Purchasers.
- g) Please note that the outstanding balance amount can change at any time. It is important to notify your client(s) that there may be a balance outstanding after settlement.
- h) **Please ensure your client is utilising the official property address as noted in the 'Property Description' section on page one of this certificate. Where a certificate is issued over the Master Assessment then the address noted in the 'Child Property Address' section at the bottom of page one is the official address of the new property. Council is the street numbering authority and allocates numbering in accordance with AS/NZ 4819:2011 Rural and Urban Street Addressing and the Office of Geographic Names Naming Rules for Places in Victoria 2016.**

Local Government (General) Regulations 2020

Part 6 - LAND INFORMATION CERTIFICATE

Section 13. - Prescribed information

(1) A land information certificate must contain the following statements:-

- (a) This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 2020**, the **Local Government Act 1989**, the **Local Government Act 1958** or under a local law of the Council.
- (b) 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 the Council or the relevant authority. A fee may be charged for such information.

LAND INFORMATION CERTIFICATE

LOCAL GOVERNMENT ACT 1989, SECTION 229

Civic Centre, 30 Davey Street, Frankston, 3199

PO Box 490, Frankston, 3199

info@frankston.vic.gov.au



Contact:
Telephone:

Rates & Valuations Department
1300 322 322

Cert No: 121016

Issue Date: 15-Oct-2024

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1078375

APPLICANT'S NAME & ADDRESS

MALKIN LAWYERS C/- INFOTRACK (LEAP) C/- LANDATA
DOCKLANDS

VENDOR

BERGWERF, DARREN PAUL

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

54963

This certificate is issued for:

LOT 108 PLAN PS500745 ALSO KNOWN AS 5 KINGSFORD SMITH COURT SANDHURST
FRANKSTON CITY

The land is covered by the:

FRANKSTON PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a COMPREHENSIVE DEVELOPMENT ZONE SCHEDULE 1
- is within a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 2

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/frankston>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:
<http://vhd.heritage.vic.gov.au/>

14 October 2024

Sonya Kilkenny
Minister for Planning

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.

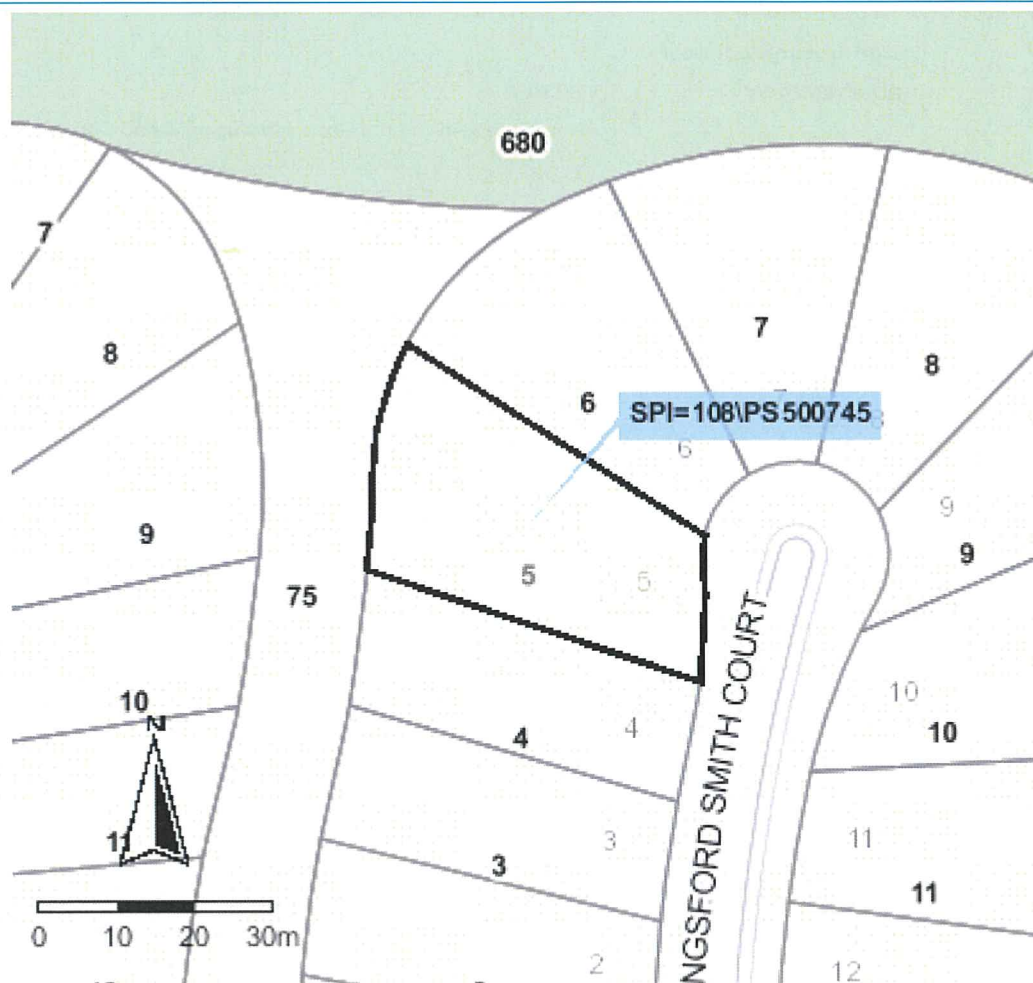
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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.



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.au

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

From www.planning.vic.gov.au at 14 October 2024 03:44 PM

PROPERTY DETAILS

Address: **5 KINGSFORD SMITH COURT SANDHURST 3977**
 Lot and Plan Number: **Lot 108 PS500745**
 Standard Parcel Identifier (SPI): **108\PS500745**
 Local Government Area (Council): **FRANKSTON**
 Council Property Number: **234132**
 Planning Scheme: **Frankston**
 Directory Reference: **Melway 128 C8**

www.frankston.vic.gov.au

[Planning Scheme - Frankston](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **South East Water**
 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**
 Legislative Assembly: **CARRUM**

OTHER

Registered Aboriginal Party: **Bunorong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[COMPREHENSIVE DEVELOPMENT ZONE \(CDZ\)](#)

[COMPREHENSIVE DEVELOPMENT ZONE - SCHEDULE 1 \(CDZ1\)](#)



CDZ - Comprehensive Development

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

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Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
 Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlay

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 2 (SLO2)



SLO - Significant Landscape Overlay

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

Further Planning Information

Planning scheme data last updated on 7 October 2024.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

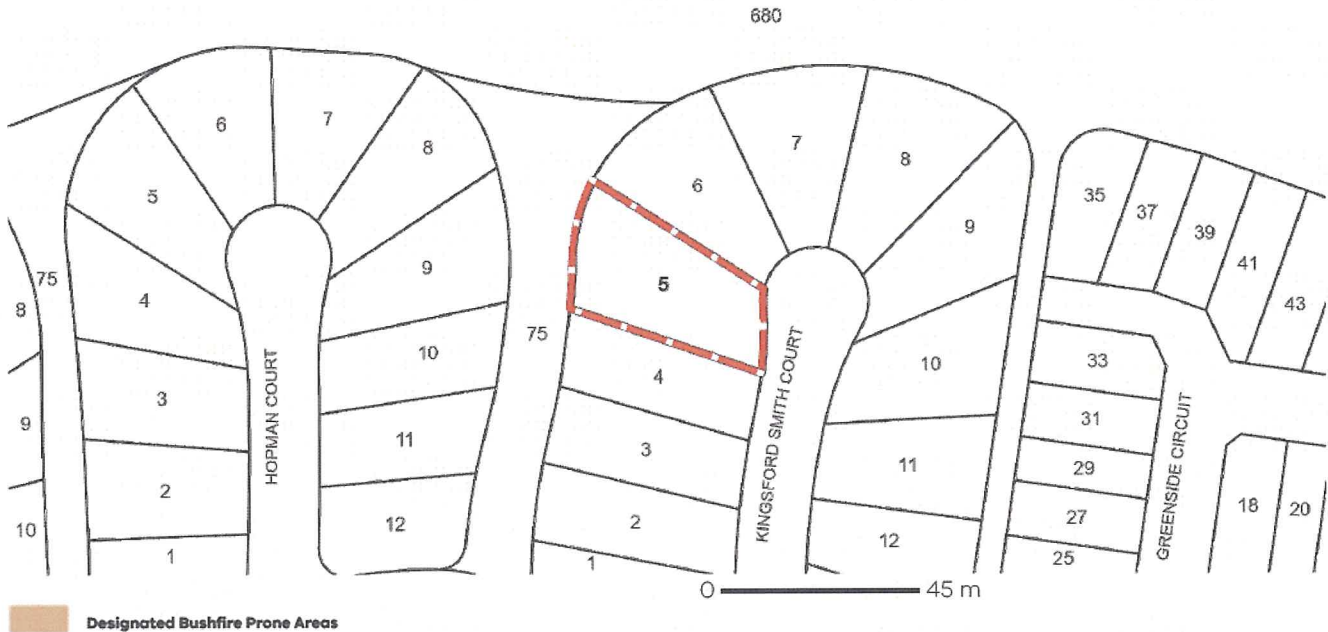
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

**This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.**

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



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

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](#)

Malkin Lawyers C/- InfoTrack (LEAP)
 E-mail: certificates@landata.vic.gov.au

Statement for property:
 LOT 108 5 KINGSFORD SMITH
 COURT SANDHURST 3977
 108 PS 500745

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
53S//00016/00005	LANDATA CER 74567588-031-0	14 OCTOBER 2024	47791707

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/10/2024 to 31/12/2024	\$21.79
Melbourne Water Corporation Total Service Charges	01/10/2024 to 31/12/2024	\$30.52

(b) By South East Water

Water Service Charge	01/10/2024 to 31/12/2024	\$22.58
Sewerage Service Charge	01/10/2024 to 31/12/2024	\$98.05
Subtotal Service Charges		<u>\$172.94</u>
Usage Charges*	Billed until 19/8/2024	\$5,255.96
Arrears		\$2,558.99
TOTAL UNPAID BALANCE		\$7,987.89

- The meter at the property was last read on 19/08/2024. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge	\$2.57 per day
Recycled Water Usage Charge	\$0.74 per day

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

AUTHORISED OFFICER:



LARA SALEMBIER
 GENERAL MANAGER
 CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
 PO Box 2268, Seaford, VIC 3198

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

Pursuant to section 144 of the Water Act 1989 (Vic), South East Water has declared this property to be a serviced property for the purposes of: (a) potable water (b) recycled water (c) sewerage Pursuant to section 145 of the

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

Water Act 1989 (Vic), South East Water will impose on the owner of the property 'Conditions of Connection' when connection to its assets is requested. Where a connection to South East Water's water supply system is requested by the applicant, such connection will also include Class A recycled water where available. For information please contact Property Development Branch on telephone 131694 or www.southeastwater.com.au

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.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

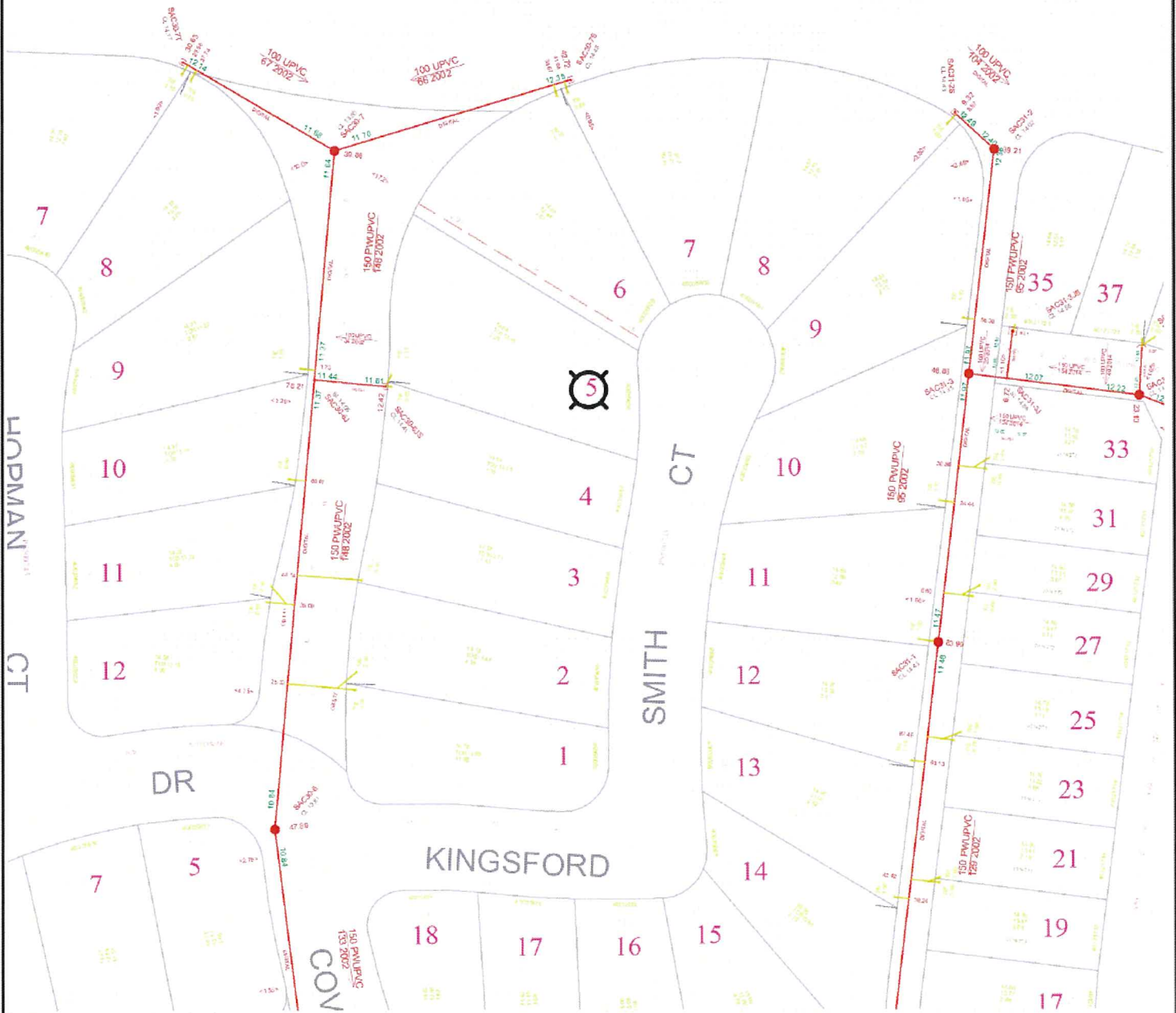
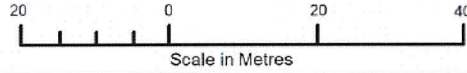
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:



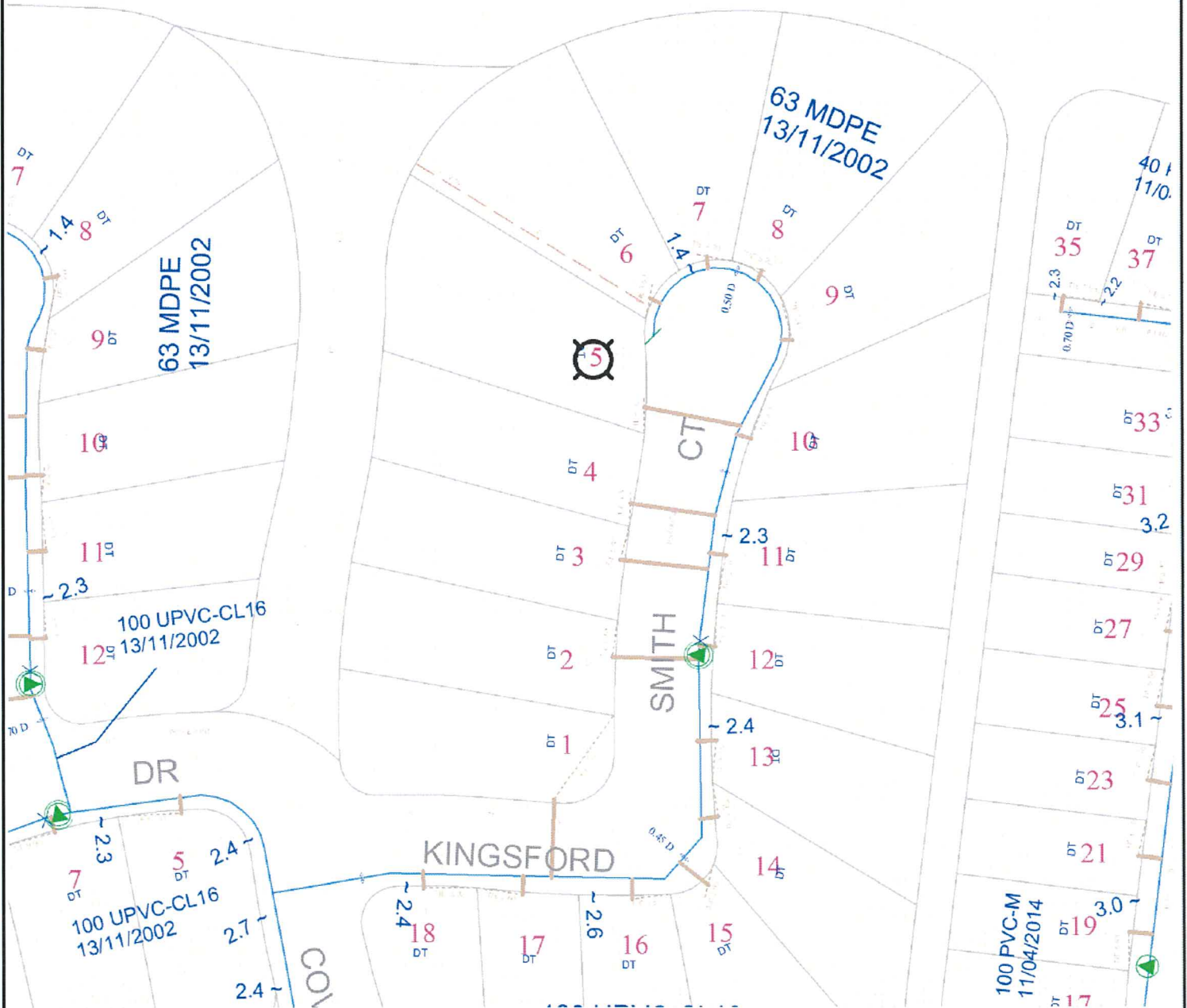
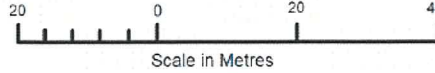
LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

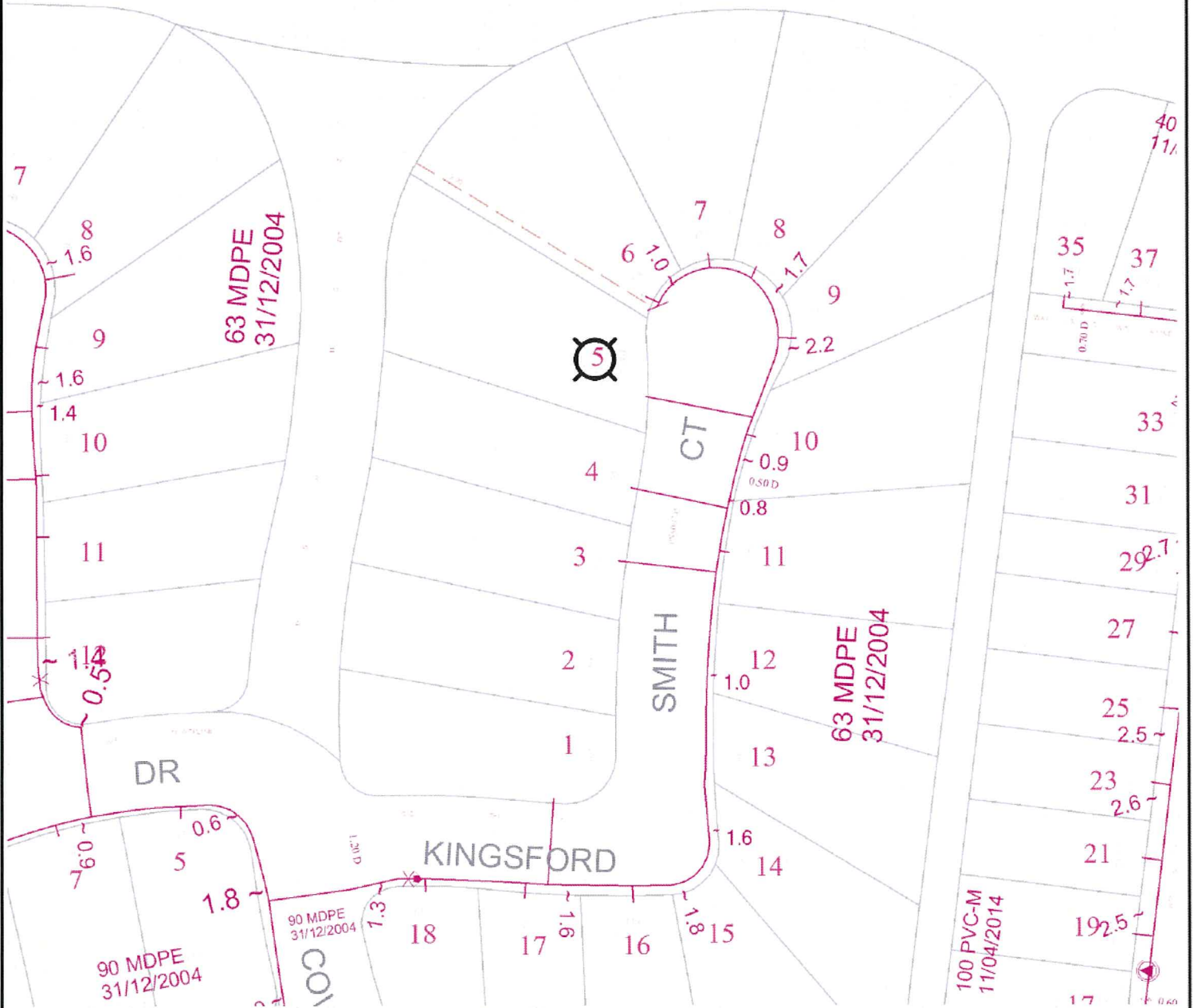
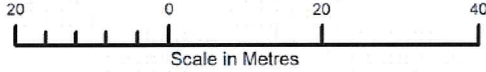
	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
Melbourne Water Assets					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

	Title/Road Boundary		Subject Property		Hydrant
	Proposed Title/Road		Water Main Valve		Fireplug/Washout
	Easement		Water Main & Services		Offset from Boundary



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

	Title/Road Boundary		Subject Property		Hydrant
	Proposed Title/Road		Recycled Water Main Valve		Fireplug/Washout
	Easement		Recycled Water Main & Services		Offset from Boundary

Property Clearance Certificate

Land Tax



INFOTRACK / MALKIN LAWYERS

Your Reference: 24/10182
Certificate No: 80313697
Issue Date: 14 OCT 2024
Enquiries: ESYSPROD

Land Address: 5 KINGSFORD SMITH COURT SANDHURST VIC 3977

Land Id	Lot	Plan	Volume	Folio	Tax Payable
30162216	108	500745	10700	331	\$0.00

Vendor: DARREN PAUL BERGWERF
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR DARREN PAUL BERGWERF	2024	\$700,000	\$0.00	\$0.00	\$0.00

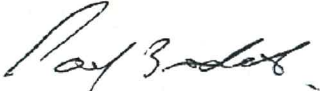
Comments: Property is exempt: LTX Principal Place of Residence.

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

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$1,400,000
SITE VALUE:	\$700,000
CURRENT LAND TAX CHARGE:	\$0.00

Notes to Certificate - Land Tax

Certificate No: 80313697

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$2,850.00

Taxable Value = \$700,000

Calculated as \$2,250 plus (\$700,000 - \$600,000) multiplied by 0.600 cents.

Land Tax - Payment Options

BPAY



Biller Code: 5249
Ref: 80313697

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: 80313697

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 / MALKIN LAWYERS

Your Reference: 24/10182
Certificate No: 80313697
Issue Date: 14 OCT 2024
Enquires: ESYSPROD

Land Address: 5 KINGSFORD SMITH COURT SANDHURST VIC 3977

Land Id	Lot	Plan	Volume	Folio	Tax Payable
30162216	108	500745	10700	331	\$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$1,400,000
SITE VALUE:	\$700,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 80313697

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 / MALKIN LAWYERS

Your Reference: 24/10182

Certificate No: 80313697

Issue Date: 14 OCT 2024

Land Address: 5 KINGSFORD SMITH COURT SANDHURST VIC 3977

Lot	Plan	Volume	Folio
108	500745	10700	331

Vendor: DARREN PAUL BERGWERF

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: 80313697

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: 80313695

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: 80313695

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.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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



first
national
REAL ESTATE

Ranges

Contact
P (03) 9754 6111

E reception@rangesfn.com.au
W www.rangesfn.com.au

Address
1660 Burwood Highway, Belgrove
Shop 2/24 McBride Street, Cockatoo

Andrew Liu & Guimin Li
22 Rothan Avenue
BORONIA VIC 3155

Dear Andrew & Guimin,

HAPPY 4 YEAR ANNIVERSARY!

22 Rothan Avenue, Boronia

Another year has passed, and we have had some outstanding sales over the past twelve months that have had a significant impact on property values in your immediate location. Many of these sales have had a positive effect on your home's value.

Based on these results, we will be in a strong position to provide you with an accurate property assessment and ensure that your home insurance is in line with 'current market values.'

If you are interested to learn the value of your home, please call or email me to arrange this value-added appointment. All I need is 15 minutes to provide you with total clarity.

As always, if you have any questions about real estate, please feel free to call, email or come to our office whenever you need.

Kind Regards

Mick Dolphin
Director & Licensed Estate Agent
0429 684 522
MickD@rangesfn.com.au



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P (03) 9754 6111

E reception@rangesfn.com.au
W www.rangesfn.com.au

Address
1660 Burwood Highway, Belgrave
Shop 2/24 McBride Street, Cockatoo

Michelle Marchant & Paul Vasic
2 Azalea Crescent
EMERALD VIC 3782

Dear Michelle & Paul,

Happy 3 Year Anniversary!

2 Azalea Crescent, Emerald

After three years in your lovely home, I am sure that you have truly put your stamp on your property. This is your opportunity to gauge first hand just how much your home's value has improved over this time.

As you know, at Ranges First National Real Estate, we are committed to providing you with value-added service for life.

If you would like to discuss the value of your property in this current market, please don't hesitate to call or email me to arrange an appointment. All I need is 15 minutes to provide you with total clarity.

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Address
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Shop 2/24 McBride Street, Cockatoo

Rory O'Neill & Madison Fowler
47 Caroline Avenue
COCKATOO VIC 3781

Dear Rory & Madison,

Happy 3 Year Anniversary!

47 Caroline Avenue, Cockatoo

After three years in your lovely home, I am sure that you have truly put your stamp on your property. This is your opportunity to gauge first hand just how much your home's value has improved over this time.

As you know, at Ranges First National Real Estate, we are committed to providing you with value-added service for life.

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Shop 2/24 McBride Street, Cockatoo

Gig & Steve Reid
1 Elizabeth Court
EMERALD VIC 3782

Dear Gig & Steve,

Happy 7 year Anniversary!

1 Elizabeth Court, Emerald

WOW! Can you believe this is the 7th year in your gorgeous home? Property prices have increased in the local area over the past few years, especially for quality homes like yours. I would love to see what improvements or changes you have made to the property over your journey there!

Historically, Australian's sell their homes every seventh year. If that's part of your plans in the year ahead, I am ready to not only help you with this big sale but to negotiate an outstanding result for you. If you are **still in love** with your home, then I would love to catch up and provide you with a current valuation of your property.

If you are interested to learn the current value of your property, you can call my mobile, email me or call the office to arrange this value-added appointment.

You can be assured that we have some recent sales that will have you updated on the local real estate market.

Kind Regards

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Address
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Shop 2/24 McBride Street, Cockatoo

Christopher & Kirsty Le Boeuf
1 Haven Court
COCKATOO VIC 3781

Dear Christopher & Kirsty,

It's been 1 year, Happy Anniversary!

1 Haven Court, Cockatoo

We love the Dandenong Ranges, and we hope you do too. It has been a year since purchasing your property, are you ready to see how your home has changed in value? While there have been changes in the economy, world events and even local issues, you never have to worry about what the changes in the local real estate market mean to you and your property's value!

As a client for life, we offer you our free annual update to assist you in identifying your current 'real estate worth.' This ensures your home insurance is current for today's values as well as helping you with any financial planning you may be doing in the year ahead.

If you would like an updated valuation, all we need is 15 minutes to provide you with the current market value of your property.

We look forward to hearing from you soon.

Kind Regards

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Director & Licensed Estate Agent
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Address
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Shop 2/24 McBride Street, Cockatoo

Christine Sweeney & Danny Lewis
25 Hazel Street
COCKATOO VIC 3781

Dear Christine & Danny,

Happy 3 Year Anniversary!

25 Hazel Street, Cockatoo

After three years in your lovely home, I am sure that you have truly put your stamp on your property. This is your opportunity to gauge first hand just how much your home's value has improved over this time.

As you know, at Ranges First National Real Estate, we are committed to providing you with value-added service for life.

If you would like to discuss the value of your property in this current market, please don't hesitate to call or email me to arrange an appointment. All I need is 15 minutes to provide you with total clarity.

As always, if you have any questions about real estate, please feel free to call, email or come to our office whenever you need.

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Shop 2/24 McBride Street, Cockatoo

Joelle Blackburn & Mike Hogan
345 Macclesfield Road
MONBULK VIC 3793

Dear Joelle & Mike,

Happy 3 Year Anniversary!

345 Macclesfield Road, Monbulk

After three years in your lovely home, I am sure that you have truly put your stamp on your property. This is your opportunity to gauge first hand just how much your home's value has improved over this time.

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Address
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Shop 2/24 McBride Street, Cockatoo

Deb Grant & Neil McGill
18 View Hill Road
COCKATOO VIC 3781

Dear Deb & Neil,

Happy 3 Year Anniversary!

18 View Hill Road, Cockatoo

After three years in your lovely home, I am sure that you have truly put your stamp on your property. This is your opportunity to gauge first hand just how much your home's value has improved over this time.

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Shop 2/24 McBride Street, Cockatoo

Jessica Bolt & Peter James
56 Patons Road
MACCLESFIELD VIC 3782

Dear Jessica & Peter,

Happy 6 Year Anniversary!

56 Patons Road, Macclesfield

It's another year, and as always, we have created quite a stir in the local market with several record prices that you may have seen featured in the local media.

As it's been six years since you purchased your home and as a client for life, I offer you our free property update to assist you with identifying your current "real estate worth." This ensures your home insurance is current for today's values as well as helping you with any planning you may be doing in the year ahead.

If you would like an updated valuation, all I need is 15 minutes to provide you with total clarity, so please call or email to arrange an appointment.

When we meet, I will detail current trends, including where buyers are coming from as well as what locations and the type of homes that are currently in demand.

I look forward to meeting with you.

Kind Regards

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Shop 2/24 McBride Street, Cockatoo

Darren Schicker & Min Li
41 Hume Street
UPWEY VIC 3158

Dear Darren & Min,

HAPPY 4 YEAR ANNIVERSARY!

41 Hume Street, Upwey

Another year has passed, and we have had some outstanding sales over the past twelve months that have had a significant impact on property values in your immediate location. Many of these sales have had a positive effect on your home's value.

Based on these results, we will be in a strong position to provide you with an accurate property assessment and ensure that your home insurance is in line with 'current market values.'

If you are interested to learn the value of your home, please call or email me to arrange this value-added appointment. All I need is 15 minutes to provide you with total clarity. As always, if you have any questions about real estate, please feel free to call, email or come to our office whenever you need.

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Address
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Shop 2/24 McBride Street, Cockatoo

Bridget Simm & Jake Shepherd
4 Suffolk Avenue
COCKATOO VIC 3781

Dear Bridget & Jake,

Happy 6 Month Anniversary!

4 Suffolk Avenue, Cockatoo

It's hard to believe that six months have flown by since you secured your new home!

One of the benefits of living in this pristine environment is that you can see the seasons change firsthand, each of them have their advantages, with the warmer months enabling the great outdoor lifestyle and landscapes to be fully appreciated while the colder months puts a whole new focus on *'homely living'*.

No matter what time of the year, you are living in one of the most desirable environments for an 'enhanced lifestyle' with 'tree change' buyers looking to make the Dandenongs their place to call home.

Here's to many years of improved lifestyle for you and your family and if we can ever be of assistance with any real estate need you have in the years ahead we will be pleased to serve.

Kind Regards

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Director & Licensed Estate Agent
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Shop 2/24 McBride Street, Cockatoo

Amy Dinsdale
24 Llano Circuit
BERWICK VIC 3806

Dear Amy,

Happy 5 year Anniversary!
24 Llano Circuit, Berwick

Five years into your homeownership and your property's equity has undoubtedly improved in line with market values. Properties that track ahead of the market typically have quality improvements in certain areas.

I am sure you have carried out many changes that will add value to your investment.

If you are curious to see the value of your property in this current market, give me a call to book a time. I would love to catch up and answer any questions you may have.

Even if you are not thinking of moving, it's always good to know the value of your home, especially for insurance purposes.

I look forward to visiting with you at your convenience.

Kind Regards

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Shop 2/24 McBride Street, Cockatoo

Clyde Shera-Jones & Katrina Pantorno
110 Calder Road
NANGANA VIC 3781

Dear Clyde & Katrina,

Happy 3 Year Anniversary! 455 Ure Road, Gembrook

After three years in your lovely home, I am sure that you have truly put your stamp on your property. This is your opportunity to gauge first hand just how much your home's value has improved over this time.

As you know, at Ranges First National Real Estate, we are committed to providing you with value-added service for life.

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Address

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Shop 2/24 McBride Street, Cockatoo

Jack & Hannah Thompson
7 Caroline Avenue
COCKATOO VIC 3781

Dear Jack & Hannah,

Happy 6 Month Anniversary!

7 Caroline Avenue, Cockatoo

It's hard to believe that six months have flown by since you secured your new home! One of the benefits of living in this pristine environment is that you can see the seasons change firsthand, each of them have their advantages, with the warmer months enabling the great outdoor lifestyle and landscapes to be fully appreciated while the colder months puts a whole new focus on 'homely living.'

No matter what time of the year, you are living in one of the most desirable environments for an 'enhanced lifestyle' with 'tree change' buyers looking to make the Dandenongs their place to call home.

Here's to many years of improved lifestyle for you and your family and if we can ever be of assistance with any real estate need you have in the years ahead we will be pleased to serve.

Kind Regards

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9754 6111
MickD@rangesfn.com.au

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Director & Licensed Estate Agent
0429 684 522
9754 6111
MickD@rangesfn.com.au

Kind Regards

I look forward to visiting with you at your convenience.
Even if you are not thinking of moving, it's always good to know the value of your home, especially for insurance purposes.
If you are curious to see the value of your property in this current market, give me a call to book a time. I would love to catch up and answer any questions you may have.
I am sure you have carried out many changes that will add value to your investment.
Five years into your homeownership and your property's equity has undoubtedly improved in line with market values. Properties that track ahead of the market typically have quality improvements in certain areas.

7-9 Allenby Avenue, Cockatoo

Happy 5 year Anniversary!

Dear Vivienne & Ross,

Vivienne & Ross Kells
7-9 Allenby Avenue
COCKATOO VIC 3781



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Address
160 Burwood Highway, Belgrove
Shop 2/24 McBride Street, Cockatoo

Kim & Jackson Prentice
8 Springs Street
COCKATOO VIC 3781

Dear Kim & Jackson,

Happy 6 Year Anniversary!

8 Springs Street, Cockatoo

It's another year, and as always, we have created quite a stir in the local market with several record prices that you may have seen featured in the local media.

As it's been six years since you purchased your home and as a client for life, I offer you our free property update to assist you with identifying your current "real estate worth." This ensures your home insurance is current for today's values as well as helping you with any planning you may be doing in the year ahead.

If you would like an updated valuation, all I need is 15 minutes to provide you with total clarity, so please call or email to arrange an appointment.

When we meet, I will detail current trends, including where buyers are coming from as well as what locations and the type of homes that are currently in demand.

I look forward to meeting with you.

Kind Regards

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Address
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Shop 2/24 McBride Street, Cockatoo

Chris & Jemani Barca
13 Neville Street
COCKATOO VIC 3781

Dear Chris & Jemani,

Happy 5 year Anniversary!

13 Neville Street, Cockatoo

Five years into your homeownership and your property's equity has undoubtedly improved in line with market values. Properties that track ahead of the market typically have quality improvements in certain areas.

I am sure you have carried out many changes that will add value to your investment.

If you are curious to see the value of your property in this current market, give me a call to book a time. I would love to catch up and answer any questions you may have.

Even if you are not thinking of moving, it's always good to know the value of your home, especially for insurance purposes.

I look forward to visiting with you at your convenience.

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Justin Adams & Leanne Sultana
5 Steel Road
EMERALD VIC 3782

Dear Justin & Leanne,

Happy 8 year Anniversary!

5 Steel Road, Emerald

I am sure there have been some changes in your life since you purchased your gorgeous property and while there have been changes in the economy, world events and even local issues, you never have to worry about what the changes in the local real estate mean to you and your property's value!

As a client for life, I offer you our free update to assist you in identifying your current 'real estate worth.' This ensures your home insurance is current for today's values as well as helping you with any planning you may be doing in the year ahead.

One of the critical things that have had a significant impact on the sale prices of homes this past year has been property presentation. As you can appreciate, there's living condition and selling condition!

If you would like an updated valuation on your property, please give me a call as I would love to catch up again, and I will discuss simple presentation tips and ideas that can have a significant impact on your property's value.

Kind Regards

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Address
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Shop 2/24 McBride Street, Cockatoo

Alan Nash & Sarah Cook
12 School Road
FERNY CREEK VIC 3786

Dear Alan & Sarah,

Happy 5 year Anniversary!

12 School Road, Ferny Creek

Five years into your homeownership and your property's equity has undoubtedly improved in line with market values. Properties that track ahead of the market typically have quality improvements in certain areas.

I am sure you have carried out many changes that will add value to your investment.

If you are curious to see the value of your property in this current market, give me a call to book a time. I would love to catch up and answer any questions you may have.

Even if you are not thinking of moving, it's always good to know the value of your home, especially for insurance purposes.

I look forward to visiting with you at your convenience.

Kind Regards

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Address
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Shop 2/24 McBride Street, Cockatoo

Joanna & Tim Adamson
4 Dickinson Street
BELGRAVE VIC 3160

Dear Joanna & Tim,

HAPPY 2 YEAR ANNIVERSARY!

4 Dickinson Street, Belgrave

As you will have now well and truly settled into your fabulous home, I am sure that you have put your stamp on the property.

As I am sure you are aware, I am committed to providing you with value-added service for life. Part of that service also extends to providing you with an Annual Update on your property's value.

My goal is to ensure your home insurance is current for today's values, as well as assisting you with any planning you may be doing in the year ahead.

If you would like an updated valuation on your property, please don't hesitate to contact me at any time as I would love to catch up with you again.

As always, if you have any questions concerning real estate, please feel free to call, click or come to our office whenever you need.

Kind Regards

Jan Brewster
Senior Sales Consultant
0409 558 805
janb@rangesfn.com.au





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Address

1660 Burwood Highway, Belgrave
Shop 2/24 McBride Street, Cockatoo

Grant & Julie Ferry
32 McPherson Drive
CROYDON VIC 3136

Dear Grant & Julie,

HAPPY 2 YEAR ANNIVERSARY!

13 Glenview Road, Monbulk

I hope things are going well with your lovely parcel of land?

As I am sure you are aware, I am committed to providing you with value-added service for life. Part of that service also extends to providing you with an Annual Update on your property's value.

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Address

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Shop 2/24 McBride Street, Cockatoo

Sarah Loveday & Adam Austin
20 Park Drive
BELGRAVE VIC 3160

Dear Sarah & Adam,

HAPPY 4 YEAR ANNIVERSARY!

20 Park Drive, Belgrave

Another year has passed, and we have had some outstanding sales over the past twelve months that have had a significant impact on property values in your immediate location. Many of these sales have had a positive effect on your home's value. Based on these results, we will be in a strong position to provide you with an accurate property assessment and ensure that your home insurance is in line with 'current market values.'

If you are interested to learn the value of your home, please call or email me to arrange this value-added appointment. All I need is 15 minutes to provide you with total clarity. As always, if you have any questions about real estate, please feel free to call, email or come to our office whenever you need.

Kind Regards

Jan Brewster
Senior Sales Consultant
0409 558 805
janb@rangesfn.com.au



Jan Brewster
Senior Sales Consultant
0409 558 805
janb@rangesfn.com.au

Kind Regards

We look forward to hearing from you soon.

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As a client for life, we offer you our free annual update to assist you in identifying your current 'real estate worth.' This ensures your home insurance is current for today's values as well as helping you with any financial planning you may be doing in the year ahead.

We love the Dandenong Ranges, and we hope you do too. It has been a year since purchasing your property, are you ready to see how your home has changed in value? While there have been changes in the economy, world events and even local issues, you never have to worry about what the changes in the local real estate market mean to you and your property's value!

161 Belgrave-Gembrook Road, Selby

It's been 1 year, Happy Anniversary!

Dear Shaelie & Riley,

Shaelie Thurlow & Riley Leslie
161 Belgrave-Gembrook Road
SELBY VIC 3159



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Emil & Ritcheida Emata
29 Seabreeze Avenue
FERNY CREEK VIC 3786

Dear Emil & Ritcheida,

HAPPY 2 YEAR ANNIVERSARY!

29 Seabreeze Avenue, Ferny Creek

As you will have now well and truly settled into your fabulous home, I am sure that you have put your stamp on the property.

As I am sure you are aware, I am committed to providing you with value-added service for life. Part of that service also extends to providing you with an Annual Update on your property's value.

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Kind Regards

Nat Clayton
Property Manager
0493 875 641

propertymanagement@rangesfn.com.au





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Address
1660 Burwood Highway, Belgrave
Shop 2/24 McBride Street, Cockatoo

John-Duke Periorellis
2 Grandview Crescent
TECOMA VIC 3160

Dear John-Duke,

HAPPY 4 YEAR ANNIVERSARY!

2 Grandview Crescent, Tecoma

Another year has passed, and we have had some outstanding sales over the past twelve months that have had a significant impact on property values in your immediate location. Many of these sales have had a positive effect on your home's value.

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Kind Regards

Jan Brewster
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