

**MARGARET DOROTHY HUNTER**  
**("THE VENDOR")**

---

**VENDOR STATEMENT**

---

**UNIT 13, 13 VISTA COURT, GEMBROOK**

**FALCONE & ADAMS**

**Lawyers**

Level 1, 329-331 Belgrave-Gembrook Road

Emerald VIC 3782

Tel: 5968 3666

Fax: 5968 3060

Ref: JSF:DK:128807E



## 1. FINANCIAL MATTERS

### 1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings including any Owners Corporation Charges or Levies (and any interest on them)

Their total does not exceed \$4,000.00.

### 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:

Nil.

### 1.3 Terms Contract

Not applicable.

### 1.4 Sale Subject to Mortgage

Not applicable.

### 1.5 Goods and Services Tax

The sale price in any contract for the property is exclusive of any Goods and Services Tax ("GST") unless the contract provides otherwise. Should GST be or become payable on the sale of the property the price will be increased by the amount of GST so payable.

## 2. INSURANCE

### 2.1 Damage and Destruction

Not applicable.

### 2.2 Owner-Builder

Not applicable.

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s.

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

To the best of the Vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other restriction save as may be apparent from an inspection of the land.

Note: Drains, sewers, water pipes, gas pipes, electricity and telephone cables (whether underground and/or overhead) may be laid outside registered easements and/or under buildings and/or building lines.

### 3.2 Road Access

There is access to the property by road.

3.3 **Designated Bushfire Prone Area**

The land is in a designated bushfire prone area under section 192A of the *Building Act 1993*.

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 approval proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the Vendor might reasonably be expected to have knowledge are as follows:

None to the Vendors knowledge, however the Vendor has no means of knowing of all decisions of Public Authorities and Government Departments affecting the property unless communicated to the Vendor.

4.2 **Agricultural Chemicals**

Not applicable.

4.3 **Compulsory Acquisition**

Not applicable.

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) are as follows:

Nil.

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*.

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

7. **GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")**

Not applicable.

8. **SERVICES**

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

Electricity  Gas  Water  Sewerage  Telephone

9. **TITLE**

Attached are copies of the following documents:

**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**

Not applicable.

**11. DUE DILIGENCE CHECKLIST**

Attached.

**12. ATTACHMENTS**

Section 173 Agreements AH685840W and AJ351561X.  
Yarra Valley Water Information Statement.  
GST Withholding Notice to Purchaser.



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

VOLUME 11324 FOLIO 253

Security no : 124094994535Y  
Produced 21/01/2022 10:04 AM

**LAND DESCRIPTION**

Lot 6 on Plan of Subdivision 633872J.  
PARENT TITLE Volume 11300 Folio 132  
Created by instrument PS633872J Stage 3 21/12/2011

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
MARGARET DOROTHY HUNTER of 13/13 VISTA COURT GEMBROOK VIC 3783  
AQ797986N 07/03/2018

**ENCUMBRANCES, CAVEATS AND NOTICES**

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AH685840W 21/12/2010

AGREEMENT Section 173 Planning and Environment Act 1987  
AJ351561X 02/12/2011

**DIAGRAM LOCATION**

SEE PS633872J 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: UNIT 13 13 VISTA COURT GEMBROOK VIC 3783

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS633872J  
OWNERS CORPORATION 2 PLAN NO. PS633872J

DOCUMENT END

# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS633872J</b>
Number of Pages (excluding this cover sheet)	<b>5</b>
Document Assembled	<b>21/01/2022 10:06</b>

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# PLAN OF SUBDIVISION

STAGE No.

LRS use only  
**EDITION 3**

**PS633872J**

12/01/2011 \$1029.30 PS



## Location of Land

Parish: GEMBROOK  
Township: -  
Section: -  
Crown Allotment: A<sup>11</sup> (PART)  
Crown Portion: -  
LRS Base Record: DCMB  
Title Reference:

Last Plan Reference: LOT A ON PS 549188R

Postal Address: 11 - 15 VISTA COURT,  
(at time of subdivision) GEMBROOK 3783

MGA Co-ordinates E 372 790 Zone 55  
(of approx. centre of land N 5 798 335  
in plan)

## Vesting of roads and/or Reserves

Identifier	Council/Body/Person
NIL	NIL

## Council Certification and Endorsement

Council Name: CARDINIA SHIRE COUNCIL  
Ref: 509/196

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 9/9/2010
3. This is a statement of compliance issued under section 21 of Subdivision Act 1988.

### OPEN SPACE

- (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/have not been made.
- (ii) The requirement has been satisfied.
- (iii) The requirements to be satisfied in Stage.....

Council Delegate  
Council Seal  
Date 28/1/2011

Re-certified under section 11(7) of the Subdivision Act 1988

Council Delegate *cmurphy*  
Council Seal  
Date 28/1/2011

Statement of Compliance/  
Exemption Statement

Received

Date 12 / 1 / 2011

**THIS IS A LAND  
VICTORIA  
COMPILED PLAN**

FOR DETAILS SEE  
MODIFICATION TABLE  
HEREIN

## Notations

Survey This plan is based on survey  
This survey has been connected to  
permanent marks no(s)  
In proclaimed Survey Area No. -

Staging This is a staged  
Subdivision. Planning Permit No. T090672a

## Depth Limitation

DOES NOT APPLY

Boundaries shown by continuous  
thick lines are defined by buildings.

Location of Boundaries Defined  
by Buildings.

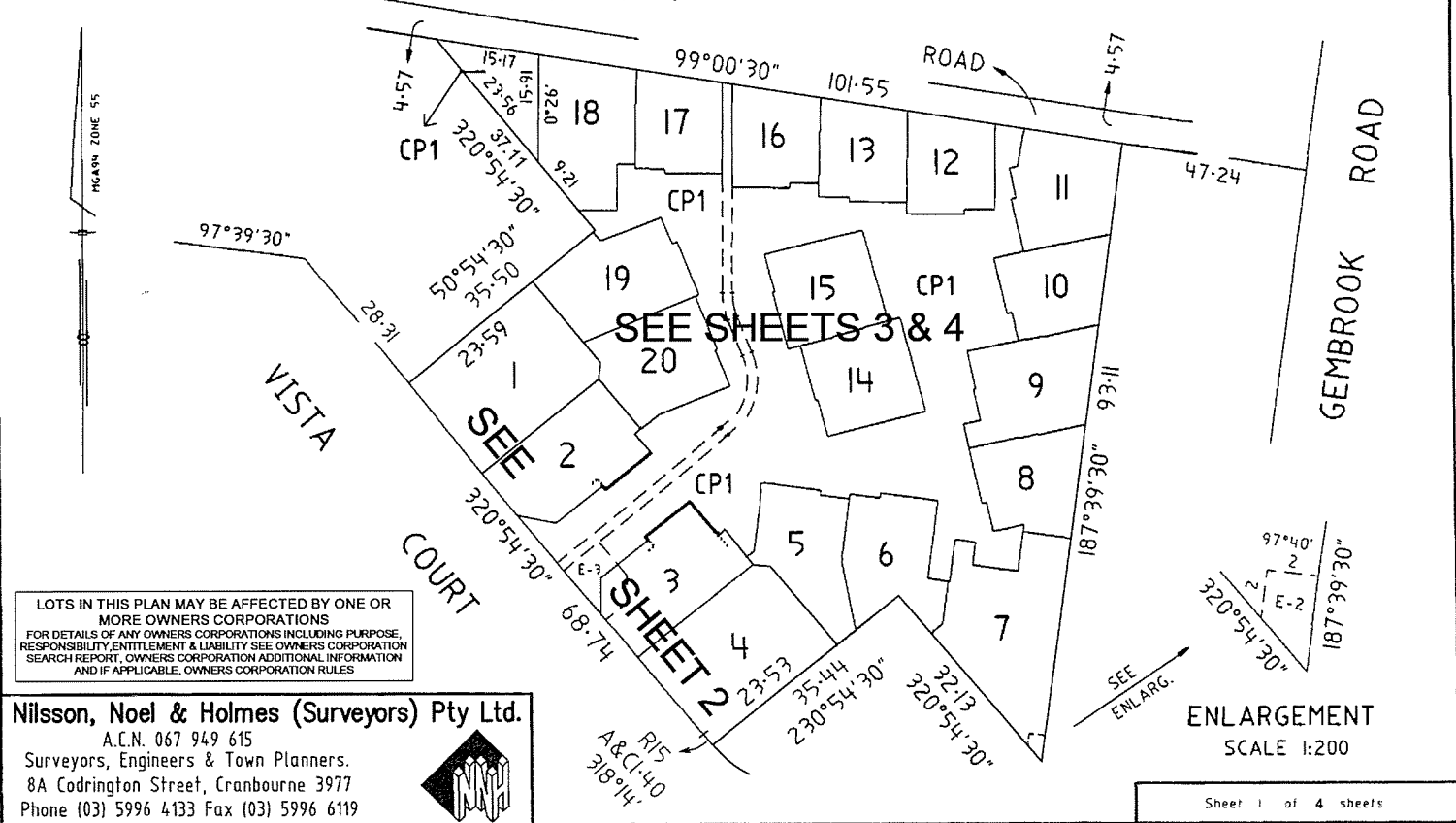
Exterior Face: ALL BOUNDARIES  
CP1: DENOTES COMMON PROPERTY No.1

## Easement Information

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

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

Easement Reference	Purpose	Width (metres)	Origin	Land benefited/in favour of
E-1	POWERLINE	1.50	PS 633872J (STAGE 1) & SEC.88 OF THE ELECTRICITY INDUSTRY ACT 2000	SPI ELECTRICITY PTY. LTD.
E-2	DRAINAGE	2	PS 549188R	CARDINIA SHIRE COUNCIL
E-3	SEWERAGE	SEE DIAG.	PS 633872J (STAGE 2)	YARRA VALLEY WATER LIMITED
E-4	PARTY WALL	SEE DIAG.	PS 633872J (STAGE 3)	THE RELEVANT ABUTTING LOT



LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS  
FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES

**Nilsson, Noel & Holmes (Surveyors) Pty Ltd.**

A.C.N. 067 949 615  
Surveyors, Engineers & Town Planners.  
8A Codrington Street, Cranbourne 3977  
Phone (03) 5996 4133 Fax (03) 5996 6119



ENLARGEMENT  
SCALE 1:200

Sheet 1 of 4 sheets

ORIGINAL SCALE	SCALE
SCALE 1:750	SHEET SIZE A3
LENGTHS ARE IN METRES	

LICENSED SURVEYOR (PRINT) STANLEY G. JEFFREYS.  
SIGNATURE *[Signature]* DATE 28/01/2011  
REF 9588  
DWG No. 9588S-1 VER 04 DISK No. USB016

*cmurphy*  
DATE 28 / 1 / 2011  
COUNCIL DELEGATE SIGNATURE

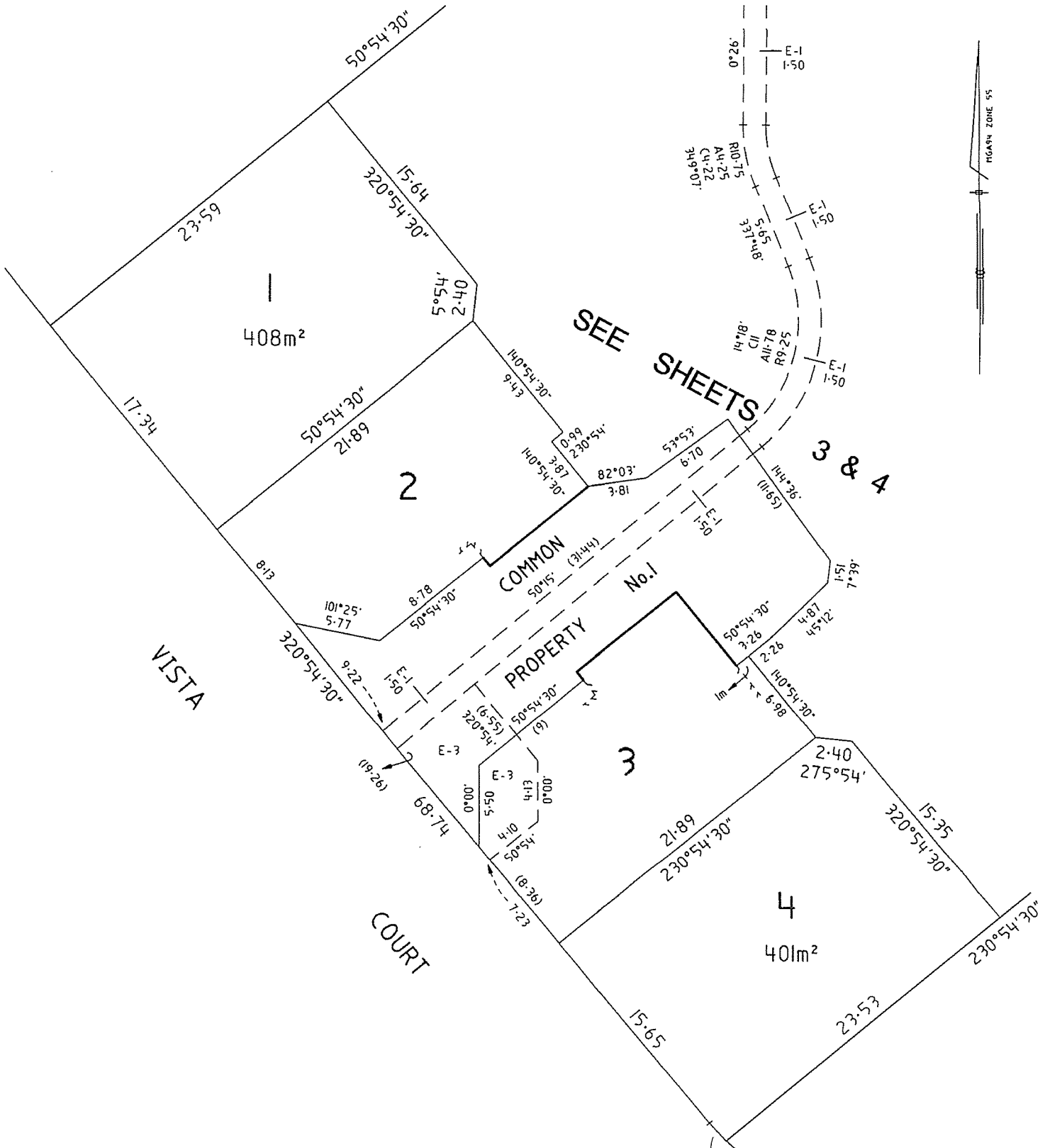


PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 633872J



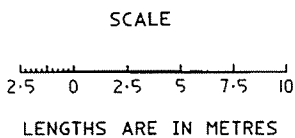
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 Surveyors, Engineers & Town Planners.  
 8A Codrington Street, Cranbourne 3977  
 Phone (03) 5996 4133 Fax (03) 5996 6119



SHEET 2

ORIGINAL  
 SCALE SHEET SIZE  
 1:250 A3



LICENSED SURVEYOR (PRINT) STANLEY G. JEFFREYS.

SIGNATURE *[Signature]* DATE 10/08/2011  
 REF 9588

*[Signature]*  
 DATE 23/8 2011

COUNCIL DELEGATE SIGNATURE

DWG No. 9588S-2 VER 05

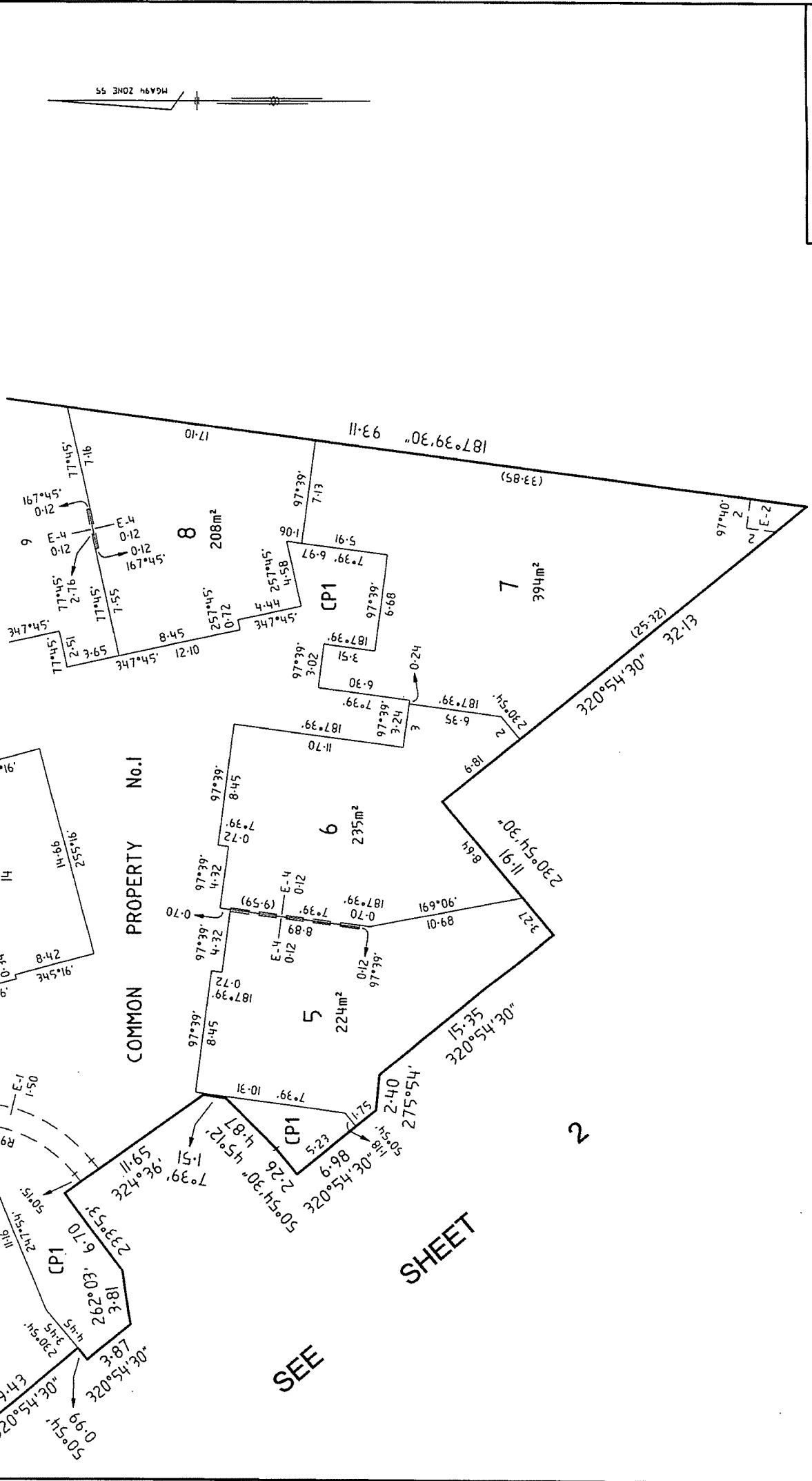
DISK No. P:9588

Original sheet size A3

PLAN OF SUBDIVISION

Stage No. PS 633872J

Plan Number



SHEET 3

...C. Murphy...  
DATE 22/11/2011  
COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) STANLEY G. JEFFREYS.  
SIGNATURE *[Signature]* DATE 17/08/2011  
REF 9588  
DWG No 9588S-3 VER 05  
DISK No. P./9588

ORIGINAL SCALE SHEET SIZE A3  
SCALE 1:250

SCALE  
2-5 0 2-5 5 7-5 10  
LENGTHS ARE IN METRES

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SEE

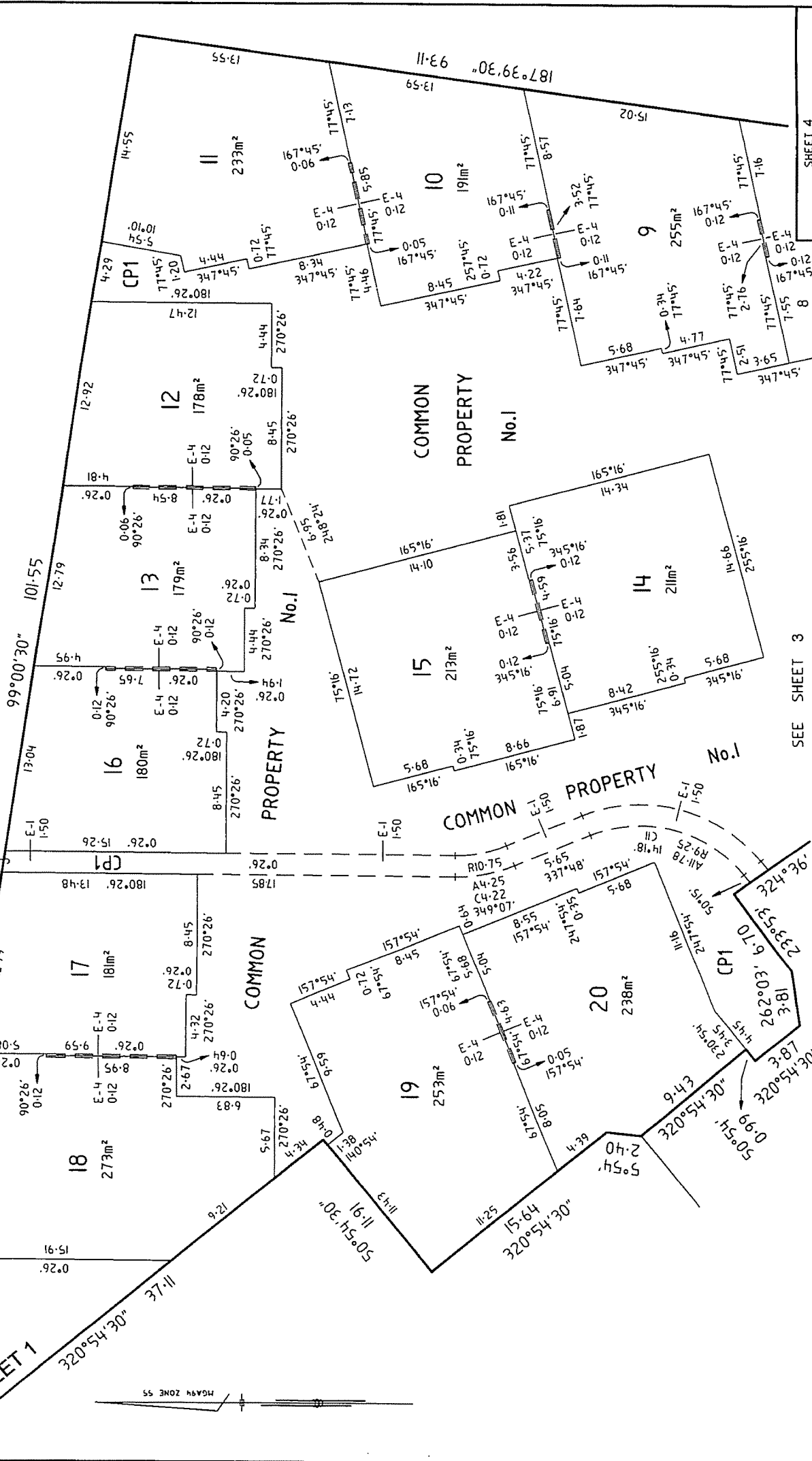
SHEET

2

# PLAN OF SUBDIVISION

Stage No.      Plan Number  
**PS 633872J**

SEE SHEET 1



SHEET 4

.....*C. Murphy*.....  
 DATE 22/11/2011  
 COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) STANLEY G. JEFFREYS.  
 SIGNATURE *[Signature]* DATE 17/08/2011  
 REF 9588  
 DWG No 9588S-3      VER 05      DISK No. P./9588

SEE SHEET 3

SCALE

2.5 0 2.5 5 7.5 10  
 LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3  
 SCALE 1:250

**Nilsson, Noel & Holmes (Surveyors) Pty Ltd.**  
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 Surveyors, Engineers & Town Planners.  
 8A Codrington Street, Cranbourne. 3977  
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# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 21/01/2022 10:05:34 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS633872J**

The land in PS633872J is affected by 2 Owners Corporation(s)

**Land Affected by Owners Corporation:**  
Common Property 1, Lots 1 - 20.

**Limitations on Owners Corporation:**  
Unlimited

**Postal Address for Services of Notices:**  
80 WAVERLEY ROAD MALVERN EAST VIC 3145  
  
PS633872J/S2 05/09/2011

**Owners Corporation Manager:**  
NIL

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

**Owners Corporation Rules:**  
NIL

**Additional Owners Corporation Information:**  
OC009740J 31/01/2011

**Notations:**  
Only the members of Owners Corporation 2 are entitled to use Common Property No. 1.

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
Lot 6	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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OWNERS CORPORATION 1  
PLAN NO. PS633872J

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	100	100
Lot 8	100	100
Lot 9	100	100
Lot 10	100	100
Lot 11	100	100
Lot 12	100	100
Lot 13	100	100
Lot 14	100	100
Lot 15	100	100
Lot 16	100	100
Lot 17	100	100
Lot 18	100	100
Lot 19	100	100
Lot 20	100	100
<b>Total</b>	<b>2000.00</b>	<b>2000.00</b>

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

Statement End.



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 2**  
**PLAN NO. PS633872J**

The land in PS633872J is affected by 2 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 2, 3, 5 - 20.

### Limitations on Owners Corporation:

Limited to Common Property

### Postal Address for Services of Notices:

11-15 VISTA COURT GEMBROOK VIC 3783

OC011807P 05/09/2011

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

OC011807P 05/09/2011

### Notations:

Members of Owners Corporation 2 are also affected by Owners Corporation 1. Folio of the Register for Common Property No. 1 is in the name of Owners Corporation 1.

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 2	100	100
Lot 3	100	100
Lot 5	100	100
Lot 6	100	100
Lot 7	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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OWNERS CORPORATION 2  
PLAN NO. PS633872J

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 8	100	100
Lot 9	100	100
Lot 10	100	100
Lot 11	100	100
Lot 12	100	100
Lot 13	100	100
Lot 14	100	100
Lot 15	100	100
Lot 16	100	100
Lot 17	100	100
Lot 18	100	100
Lot 19	100	100
Lot 20	100	100
<b>Total</b>	<b>1800.00</b>	<b>1800.00</b>

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

Statement End.



# Imaged Document Cover Sheet

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Document Type	<b>Instrument</b>
Document Identification	<b>AH685840W</b>
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FORM 18  
Section 181

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

*Planning and Environment Act 1987*

**AH685840W**

Lodged by:

Name: Baker Jones, Lawyers

Phone: (03) 9614 5866

Address: Level 10, 160 Queen Street, Melbourne, Victoria 3000

Ref: DAB:TC:100249

Customer Code: 1118T

21/12/2010 \$105.20 173



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: *CT 11121-237*

Authority: *Cardinia Shire Council  
Henty Way, Pakenham, Victoria, 3810*

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: *JAN CUSSEN*

Date: *16 DECEMBER 2010*

**AH685840W**

21/12/2010 \$105.20 173



**CARDINIA SHIRE COUNCIL**

- and -

**GEMBROOK VIEWS ESTATE  
ACN 076 151 463**

- and -

**NATIONAL AUSTRALIA BANK LIMITED  
ACN 004 044 937**

# **Section 173 Agreement**

**bakerjones**  
lawyers

Ref:DAB:TC:100249  
S173 Agreement 101209

This Section 173 Agreement [this "**Agreement**"] is made on the date set out in Item 1 of the Schedule

BETWEEN:

**CARDINIA SHIRE COUNCIL**  
of Henty Way, Pakenham, Victoria 3810  
[the "**Council**"].

- and -

**GEMBROOK VIEWS ESTATE**  
**ACN 076 151 463**  
of 80 Waverley Road, Malvern East, Victoria 3145  
[the "**Owner**"]

- and -

**NATIONAL AUSTRALIA BANK LIMITED**  
**ACN 004 044 937**  
of 800 Bourke Street, Docklands, Victoria 3008  
[the "**Mortgagee**"].

**AH685840W**

21/12/2010 \$105.20 173



**RECITALS:**

- A. The Council is the responsible authority for the purposes of administering the Shire of Cardinia Planning Scheme (as defined below).
- B. The Owner is the registered proprietor of the Land (as defined below).
- C. The Land comprises land authorised to be developed as a retirement village pursuant to the Planning Permit (as defined below).
- D. Condition 7 of the Planning Permit (as defined below) requires the Owner to enter into this Agreement to provide for the matters set out in that condition.
- E. The Land is subject to the Mortgage (as defined below).
- F. This Agreement is entered into between the Council, the Owner and the Mortgagee pursuant to the provisions of Section 173 of the Act (as defined below) in order to restrict the use of the Land to that of a retirement village and to advance the objectives of planning in Victoria.

**AGREEMENT:**

**1.1 Definitions and Interpretation**

**1.1 Definitions**

In this Agreement unless the context clearly indicates otherwise:

- (a) "**Act**" means the *Planning and Environment Act 1987* (Vic);
- (b) "**Business Day**" means any day that is not a Saturday, Sunday, gazetted public holiday or bank holiday in Melbourne;
- (c) "**Encumbrance**" includes any mortgage, charge, lien, pledge, hypothecation, bill of sale (other than a bill of sale which immediately disposes of the entire legal and equitable interest in property which is the subject of a bill of sale), title retention arrangement and/or trust reserved in or over an interest in any asset by way of security for the payment of a debt or other monetary obligation or the performance of any other obligation;

- (d) "GST" means any tax imposed pursuant to the GST Act (as defined below);
- (e) "GST Act" means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (f) "Land" means the land set out in Item 2 of the Schedule.
- (g) "Planning Permit" means the permit set out in Item 3 of the Schedule;
- (h) "Planning Scheme" means the Cardinia Planning Scheme; and
- (i) "Plan of Subdivision" means the plan of subdivision set out in Item 4 of the Schedule.

AH685840W

21/12/2010 \$105.20 173



## 1.2 Interpretation

In this Agreement unless the context clearly indicates otherwise:

- (a) the singular includes the plural and *vice versa*;
- (b) a reference to any gender includes all genders;
- (c) a reference to a time is to that time in Victoria;
- (d) monetary amounts are expressed in Australian dollars;
- (e) a reference to an individual person includes a corporation, partnership, firm, joint venture, association, authority, trust, State or government;
- (f) a reference to a recital, clause, schedule or annexure is a reference to a recital, clause, schedule or annexure of or to this Agreement;
- (g) a reference to any agreement or document is to that agreement or document (and where applicable any of its provisions) as amended, novated, supplemented or replaced from time to time;
- (h) a reference to any legislation, subordinate legislation, regulation and/or statutory rule is a reference to that piece of legislation, subordinate legislation, regulation and/or statutory rule as amended, updated or replaced from time to time;
- (i) a reference to any party to this Agreement includes that party's executors, administrators, substitutes, successors and permitted assigns;
- (j) if any party to this Agreement consists of more than one person then the liability of those persons in all respects under this Agreement is a joint liability of all of those persons and a several liability of each of those persons;
- (k) clause headings are for convenient reference only and shall not affect the interpretation of this Agreement; and
- (l) where any obligation under this Agreement falls to be performed on a day other than a Business Day this Agreement shall be construed as requiring that obligation to be performed on the next Business Day.

## 2. Owner's Covenants and Warranties

2.1 The Owner covenants with the Council that:

- (a) the Land shall only be used for the purpose of constructing a retirement village and that any dwellings constructed on the Land shall only be owned and/or occupied by:
  - (i) persons aged 55 years or over;
  - (ii) persons who are the spouse of a person who has reached the age of 55 years or over; or
  - (iii) persons who are the widow or widower of a spouse of a person who was previously a resident and had attained the age of 55 years or over; and

- (b) the Owner shall not sell, transfer, dispose of, assign, further mortgage or otherwise part with possession of the Land or any part of the Land without providing to its successors on title a copy of this Agreement.

2.2 The Owner warrants to the Council that:

- (a) the Owner is the registered proprietor of the Land;
- (b) there are no undisclosed Encumbrances affecting the Land or any part of the Land save as disclosed on a title search for the Land as at the date of this Agreement; and
- (c) neither the Land or any part of the Land is subject to any rights obtained by adverse possession or any easement rights or encumbrances of the type described in Section 42 of the *Transfer of Land Act 1958* (Vic).

### 3. Registration of Agreement

- 3.1 On execution of this Agreement the Owner shall make an immediate application to the Victorian Registrar of Titles to record this Agreement on the title of the Land in accordance with Section 181 of the Act.
- 3.2 The Council shall do all things reasonably necessary to enable the Owner to comply with its obligation under sub-clause 3.1 above.

### 4. Goods and Services Tax

- 4.1 Any payment obligation referred to in this Agreement does not include GST.
- 4.2 If GST is imposed on any supply made by any party to another party under or in connection with this Agreement the consideration for that supply is increased by an amount equal to the amount of that consideration multiplied by the rate at which GST is imposed in respect of that supply.
- 4.3 The supplier shall provide to the recipient a GST invoice as required by the GST Act.
- 4.4 The recipient may deduct from any payment which may be payable under this Agreement any amount which it reasonably considers that it is required to deduct by law and will pay or remit those deductions to the appropriate government agency.

### 5. Costs

- 5.1 The Owner shall pay the Council's reasonable legal costs of and incidental to entering into this Agreement.
- 5.2 The Owner shall reimburse the Council for the costs of and incidental to registration of this Agreement with the Victorian Land Titles Office.

### 6. General Provisions

- 6.1 Any notice which is required to be given by any party in writing may be signed by any authorised agent and may be served by hand-delivery, e-mail, fax and/or post to the last known address and the notice shall in the case of posting be deemed to have been served on the second Business Day following the day on which it was posted.
- 6.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Victoria and the parties irrevocably submit to the jurisdiction of any Court of that State and/or the Victorian Civil and Administrative Tribunal.
- 6.3 The failure or omission of any party at any time and from time to time to enforce or require strict compliance with any provision of this Agreement shall not affect or impair such provision in any way or the rights of such party to avail itself of such remedies as it may have in respect of any breach or breaches of any such provision(s).
- 6.4 No variation, modification or waiver of any provision of this Agreement shall be of any force or effect unless the same shall be confirmed in writing and signed by all parties and then such variation, modification, waiver or consent shall be effective only to the extent for which it may be made or given.



- 6.5 If any provision of this Agreement shall be invalid or not enforceable in accordance with its terms all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid or unenforceable provision(s) shall be and continue to be valid and enforceable in accordance with their terms.
- 6.6 Each party shall do and execute all acts and documents required by this Agreement to be done or executed by any other party at such time as may be necessary and/or is reasonably required for the fulfilment by the parties of their respective rights and/or obligations under this Agreement.
- 6.7 All rights and obligations of each of the parties respectively as contemplated by this Agreement shall to the extent that they may still be relevant survive the termination of this Agreement.

EXECUTED as an agreement:

**AH685840W**

21/12/2010 \$105.20 173



Signed, by and on behalf, and with the authority of the **CARDINIA SHIRE COUNCIL** by Jan Cussen, in the exercise of power conferred by an instrument of delegation dated 19 November 2009, in the presence of:

*U. Cussen*

(Signature of Jan Cussen)

*B. Soden*  
.....  
(Signature of Witness)

**BRETT JACKSON**  
.....  
(Name of Witness - please print)

**HENRY WAY PAKENITAM**  
.....  
(Usual address of Witness - please print)

SIGNED for and on behalf of **GEMBROOK VIEWS ESTATE PTY LTD** pursuant to Sub-Section 127(1) of the *Corporations Act 2001* by its duly authorised officers:

*A. Parker*

(Signature of Director/Secretary - if applicable)

.....  
(Signature of Director/sole Director)

.....  
(Name of Director/sole Director - please print)

*Cedric Parker*

(Name of Director/Secretary - please print)

.....  
(Usual address of Director/sole Director - please print)

*Jo Waverleyhead Malvern East*

(Usual address of Director/Secretary - please print)

**NATIONAL AUSTRALIA BANK LIMITED** as Mortgagee under Mortgage No. AG292327J acknowledges and agrees to be bound by the terms of this Agreement:

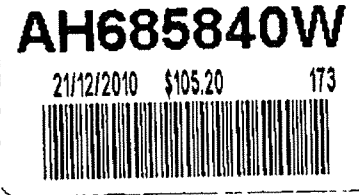
*Karen Jane Sandby*

(Signature of Authorised Officer)

**Karen Jane Sandby**  
.....  
(Name of Authorised Officer - please print)

**107 Main St, Mornington, Vic**  
.....  
(Usual address of Authorised Officer - please print)

# Schedule



Item 1	Date of this Agreement:	<u>16 December 2010</u>
Item 2	Land:	11-15 Vista Court, Gembrook, Victoria 3783, known as Lot S2 on Plan of Subdivision PS549188R, being that parcel of land more particularly described in Certificate of Title Volume 11121 Folio 237
Item 3	Planning Permit:	Amended Permit No. T080447a dated 4 November 2009, as set out in Attachment 1
Item 4	Plan of Subdivision:	PS549188R, as set out in Attachment 2



Attachment 1 – Planning Permit

**AH685840W**

21/12/2010 \$105.20 173



# AMENDED PERMIT

Form 4

Permit No: T080447a  
 Planning Scheme: Cardinia Planning Scheme  
 Responsible Authority: Cardinia Shire Council

ADDRESS OF THE LAND:

Lot 2 PS427100R, Gembrook Road, Gembrook

THE PERMIT ALLOWS:

The use and development of the land for the purpose of twenty dwellings to be used as a retirement village (over 55's) and associated earthworks exceeding one (1) metre (in three (3) stages) generally in accordance with the approved plan/s.

Date amended:	What has been amended?
4/11/2009	The preamble and Conditions 1 and 6 of the original permit have been amended.

## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. The development must not be commenced until three (3) copies of amended plans have been submitted to and approved by the Responsible Authority. The plans must be drawn to scale and dimensioned in metric. The plans must be generally in accordance with the submitted plans but modified to show:
  - a) All dimensions, setbacks and driveway widths.
  - b) Minimum setback along the east boundary of 2.5 metres.
  - c) Details of excavation works including depths for the dwellings.
  - d) Finished floor levels and natural ground levels.
  - e) Delete the proposed front fence and gates.
  - f) Front side and rear boundary fence treatments.
  - g) Colours and materials of the proposed dwellings.
  - h) Lighting.
  - i) The staging plan amended to extend stage 2 metres further to the north in front of Unit 19 allowing a three point turn to be undertaken by vehicles using the visitor car parking space to the north of Unit 15.

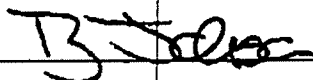
To the satisfaction of the Responsible Authority.

2. The layout of the site and the size of the proposed buildings and works, as shown on the approved plans, must not be altered or modified without the consent of the Responsible Authority.
3. Once the development has commenced, it must be continued and completed to the satisfaction of the Responsible Authority.
4. The use/s of the site, as described in this permit and on the approved plan, must not be changed without the consent in writing of the responsible authority.

Date Issued: 17 December 2008  
 Date Amended: 4 November 2009

Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

Signature for the Responsible Authority:  
 Page 1 of 7



### AH685840W

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# AMENDED PERMIT

Form 4

**Permit No:** T080447a  
**Planning Scheme:** Cardinia Planning Scheme  
**Responsible Authority:** Cardinia Shire Council

**ADDRESS OF THE LAND:** Lot 2 PS427100R, Gembrook Road, Gembrook

**THE PERMIT ALLOWS:** The use and development of the land for the purpose of twenty dwellings to be used as a retirement village (over 55's) and associated earthworks exceeding one (1) metre (in three (3) stages) generally in accordance with the approved plan/s.

Date amended:	What has been amended?
4/11/2009	The preamble and Conditions 1 and 6 of the original permit have been amended.

**THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:**

5. No vegetation may be removed, destroyed or lopped without the consent in writing of the responsible authority.
6. The following must occur:
  - The areas set aside on the approved plans for access and car parks for each stage must be constructed, sealed, drained and delineated prior to the use of each stage. The area must be maintained in accordance with these requirements once constructed;
  - All landscaping plans shown on the approved plans must have been completed prior to the use of stage three. The landscaped areas must then be maintained to these requirements;
  - All of the premises in each stage must be connected to a reticulated sewerage system of a sewerage authority prior to the use of each stage;
  - All fencing treatments for the boundaries of the site and the individual units within each stage must be completed prior to the use of each stage;
  - The construction of a footpath for the pedestrian access to the laneway to the north of the site must be completed prior to the use of stage three.

To the satisfaction of the responsible authority.

7. Prior to the commencement of the development, the permit holder must enter into a Section 173 Agreement with the responsible authority to specify that the land must only be used for the purpose of a retirement village for persons of an age of 55 years or over, or persons who are the spouse of a person who has reached the age of 55 years of the widow or widower of a spouse who was a resident. The form and content of the agreement must be to the

**Date Issued:** 17 December 2008  
**Date Amended:** 4 November 2009

Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

**Signature for the Responsible Authority:**  
 Page 2 of 7

*[Handwritten Signature]*

AH685840W

21/12/2010 \$105.20 173



# AMENDED PERMIT

Form 4

**Permit No:** T080447a  
**Planning Scheme:** Cardinia Planning Scheme  
**Responsible Authority:** Cardinia Shire Council

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Date amended:	What has been amended?
4/11/2009	The preamble and Conditions 1 and 6 of the original permit have been amended.

**THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:**

- satisfaction of the responsible authority, and all costs relating to the preparation and registration of the agreement on title must be met by the permit holder.
8. Prior to the occupation of the retirement village, any landscape works on the road reserve is to be bonded for a 24 month maintenance period. Refund of the bond will be conditional upon final completion being achieved to the satisfaction of the responsible authority.
  9. The developer shall engage the services of a suitably experienced Engineer to design a system that will reduce the intensity of the storm water discharge entering Council's drainage system (i.e.: a detention system). The stormwater detention system shall provide for the same five (5) year ARI peak discharge as that for a standard house lot with no storm water detention. A standard house lot is assumed to have a fraction impervious area of 35%. Calculations and a plan shall be submitted to Council for approval prior to construction. The storm water detention system must be constructed prior to the occupation of the proposed development.
  10. The development of the site must be provided with stormwater works which incorporates the use of water sensitive urban design principles to improve stormwater runoff quality and which also retains on site any increase in runoff as a result of the approved development. The system must be maintained to the satisfaction of the Responsible Authority. Council's development engineers can advise on satisfactory options to achieve these desired outcomes which may include the use of an infiltration or bioretention system, rainwater tanks connected for re-use and a detention system (if a storm water detention system is incorporated in the design it shall provide for the same five (5) year ARI peak discharge as that for a standard house lot with no storm water detention. A standard house lot is assumed to have a fraction impervious area of 35%)
  11. Before the development commences a stormwater management plan showing the stormwater works to the nominated point of discharge must be prepared to the satisfaction of the Responsible Authority. The stormwater management plan must be prepared by a qualified

**Date Issued:** 17 December 2008  
**Date Amended:** 4 November 2009

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**Signature for the Responsible Authority:**  
 Page 3 of 7

**AH685840W**

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# AMENDED PERMIT

Form 4

**Permit No:** T080447a  
**Planning Scheme:** Cardinia Planning Scheme  
**Responsible Authority:** Cardinia Shire Council

**ADDRESS OF THE LAND:** Lot 2 PS427100R, Gembrook Road, Gembrook

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Date amended:	What has been amended?
4/11/2009	The preamble and Conditions 1 and 6 of the original permit have been amended.

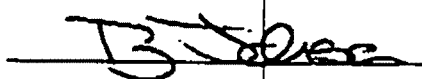
**THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:**

- person and show details of the proposed stormwater works including all existing and proposed features that may have impact (eg. Trees to be retained, crossings, services, fences, abutting buildings, existing boundary levels etc.)
12. Stormwater works must be provided on the site so as to prevent overflows onto adjacent properties.
  13. A vehicle crossing permit must be obtained from Council prior to the commencement of any works associated with the proposed vehicle crossing.
  14. The area/s shown on the approved plan for car parking must not be used for any other purpose.
  15. The areas shown on the approved plan for access, car parking and landscaping must not be used for any other purpose and must be maintained to the satisfaction of the responsible authority.
  16. All earthworks must be undertaken in a manner that minimises soil erosion, and any exposed areas of soil must be stabilised to prevent soil erosion to the satisfaction of the Responsible Authority.
  17. All wastewater must be discharged into the reticulated sewerage system to the satisfaction of the Responsible Authority.
  18. The landscaping shown on the approved plan/s must be carried out within six (6) months of the commencement of the use (spring or autumn) and thereafter maintained to the satisfaction of the responsible authority.

**Date Issued:** 17 December 2008  
**Date Amended:** 4 November 2009


Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

**Signature for the Responsible Authority:**  
 Page 4 of 7



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# AMENDED PERMIT

Form 4

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Date amended:	What has been amended?
4/11/2009	The preamble and Conditions 1 and 6 of the original permit have been amended.

## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

19. Garbage receptacles must be stored out of general view and storage areas maintained in a neat condition to the satisfaction of the responsible authority.
20. 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, wastewater, waste products, grit or oil;
  - d) Presence of vermin.

To the satisfaction of the responsible authority.
21. The site must be so ordered and maintained as not to prejudicially affect the amenity of the locality by reason of appearance.
22. Noise levels from the site must not exceed the permissible levels specified in the relevant State Environment Protection Policy or Environment Protection Authority Guideline.
23. Nuisance or annoyance must not be caused by the operation of the use to persons beyond the site.
24. The site must be so ordered and maintained as not to prejudicially affect the amenity of the locality by reason of appearance.

**Date Issued:** 17 December 2008  
**Date Amended:** 4 November 2009

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**Signature for the Responsible Authority:**  
 Page 5 of 7



**AH685840W**

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173



# AMENDED PERMIT

Form 4

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Responsible Authority: Cardinia Shire Council

ADDRESS OF THE LAND:

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Date amended:	What has been amended?
4/11/2009	The preamble and Conditions 1 and 6 of the original permit have been amended.

### THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- 25. The exterior colour and cladding of the development must not result in any adverse visual impact on the environment of the area and all external cladding and trim of the building, including the roof, must be of a non-reflective nature.
- 26. Entry and exit direction sign/s, each not more than 0.3 m<sup>2</sup> in area, must be provided at access points to clearly indicate the direction of traffic movement and location of parking area/s.
- 27. All plumbing work, sewer pipes etc. associated with the development must be concealed from general view.
- 28. Power and telephone lines to all new dwellings must be placed underground from the main point of service supplied by the authority outside the boundaries of the site
- 29. Mail boxes must be provided at the front of each dwelling to the satisfaction of the Responsible Authority and Australia Post.
- 30. A clothesline must be provided for each dwelling and must be located to the satisfaction of the Responsible Authority so as not to be detrimental to the visual amenity of the neighbourhood.
- 31. Lighting standard must be provided near the front entrance of each dwelling to the satisfaction of the Responsible Authority.

#### Expiry of permit

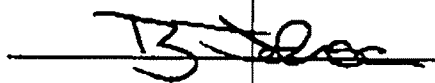
In accordance with Section 68 of the *Planning and Environment Act 1987*, this permit will expire if one of the following circumstances applies:

- (a) The development and use are not started within two (2) years of the date of the permit.

Date Issued: 17 December 2008  
Date Amended: 4 November 2009

Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

Signature for the Responsible Authority:  
Page 6 of 7



**AH685840W**

21/12/2010 \$105.20 173



# AMENDED PERMIT

Form 4

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*Planning Scheme:* Cardinia Planning Scheme  
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Date amended:	What has been amended?
4/11/2009	The preamble and Conditions 1 and 6 of the original permit have been amended.

**THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:**

(b) The development and use are not completed within four (4) years of the date of the permit.

(Note: The starting of the subdivision is regarded by Section 68(3A) of the Planning and Environment Act 1987 as the certification of a plan, and completion is regarded as the registration of the plan.)

**Permit Note**

No advertising signage is to be erected without further planning permission.

AH685840W

21/12/2010 \$105.20 173



**Date Issued:** 17 December 2008  
**Date Amended:** 4 November 2009

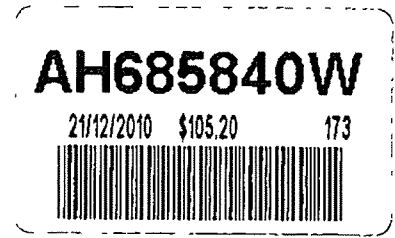
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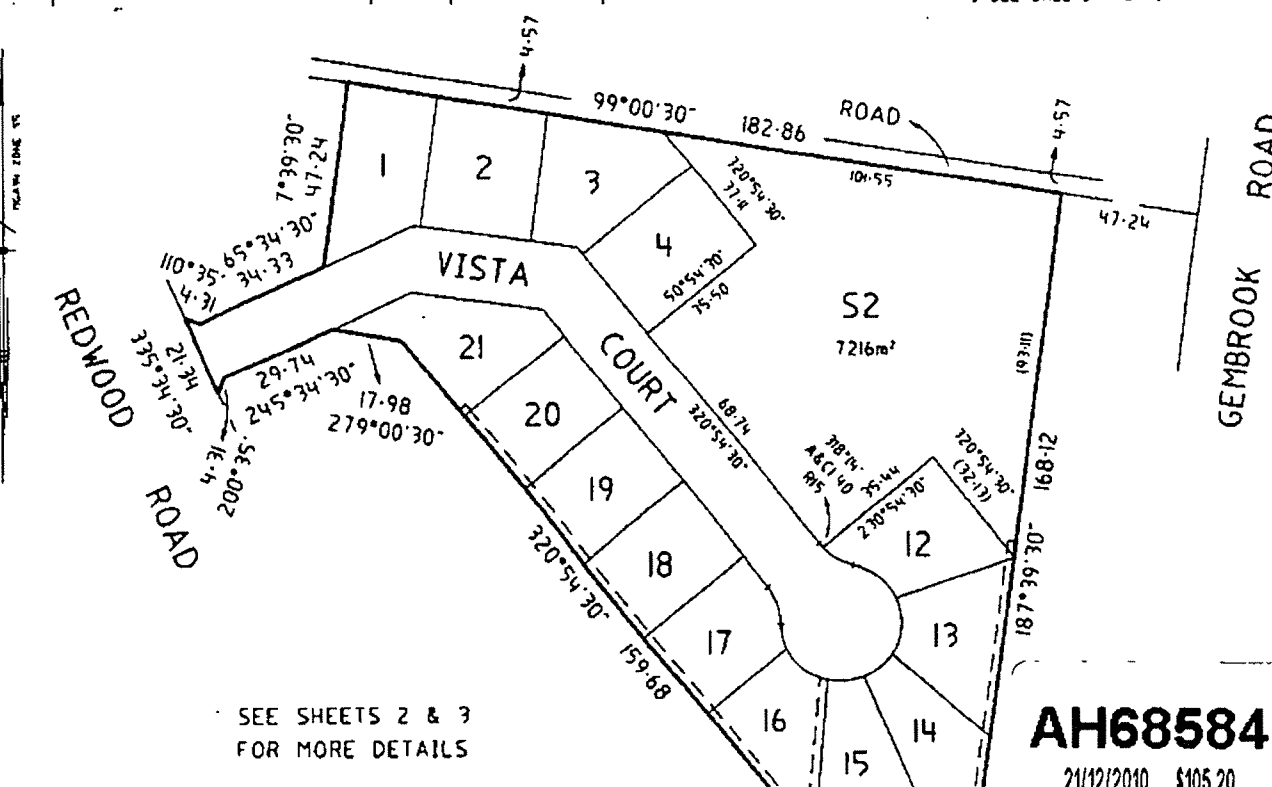


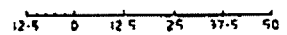
**Signature for the Responsible Authority:**  
 Page 7 of 7

*[Handwritten Signature]*



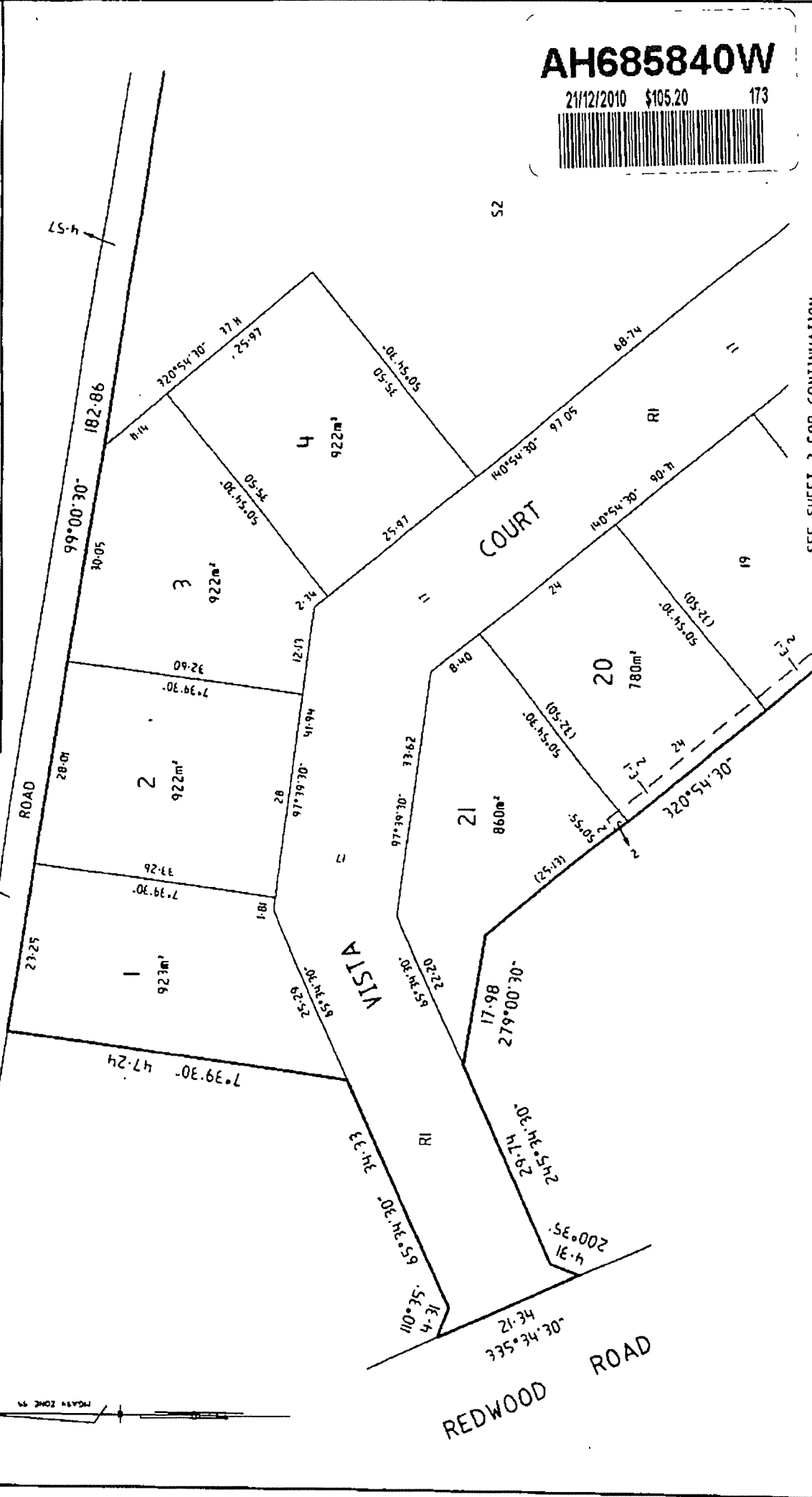
Attachment 2 – Plan of Subdivision



<b>PLAN OF SUBDIVISION</b>		STAGE NO <b>1</b>	LRS use only <b>EDITION 1</b>	<b>PS549188R</b> 26/02/2009 5248140 PS 				
<b>Location of Land</b> Parish GEMBROOK Township: - Section: - Crown Allotment: A <sup>n</sup> (PART) Crown Portion: - LRS Base Record: DCHB Title Reference: VOL 10551 FOL 359 Last Plan Reference: LOT 2 OM PS 427100R Postal Address: REDWOOD ROAD, (at time of subdivision) GEMBROOK 3783 MGA Co-ordinates E 372 750 Zone 55 (at approx. centre of land N 5 708 320 in plan)		<b>Council Certification and Endorsement</b> Council Name: CARDINIA SHIRE COUNCIL Ref: <b>508154</b> 1. <del>This plan is certified under section 6 of the Subdivision Act 1988.</del> 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 19/09/08 3. <del>This is a statement of compliance issued under section 21 of Subdivision Act 1988.</del> <b>OPEN SPACE</b> (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) <del>The requirement has been satisfied.</del> (iii) <del>The requirement is to be satisfied in Stage.....</del> Council Delegate Council Seal Date 18/02/09 Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate <b>S. Squires</b> Council Seal Date 18/02/09		Statement of Compliance/ Exemption Statement Received <input checked="" type="checkbox"/> Date 02/03/2009 LRS use only PLAN REGISTERED TIME 10.31am Date 02/03/2009 <b>Mark Cagdas</b> Assistant Registrar of Titles				
<b>Vesting of roads and/or Reserves</b> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Identifier</th> <th>Council/Body/Person</th> </tr> <tr> <td>ROAD R1</td> <td>CARDINIA SHIRE COUNCIL</td> </tr> </table>		Identifier	Council/Body/Person	ROAD R1	CARDINIA SHIRE COUNCIL	<b>Notations</b> Survey This plan is based on survey This survey has been connected to permanent marks (no(s) 77 & 157 in proclaimed Survey Area No. - Staging This is a staged Subdivision. Planning Permit No. 1060229A Depth Limitation DOES NOT APPLY Lots 5 - 11 have been omitted from this plan. Other Purpose of Plan: CREATION OF RESTRICTION SEE SHEETS 4 & 5.		
Identifier	Council/Body/Person							
ROAD R1	CARDINIA SHIRE COUNCIL							
<b>Easement Information</b>								
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)								
Easement Reference	Purpose	Width (metres)	Origin	Land benefited/in favour of				
E-1	DRAINAGE	SEE DIAG.	THIS PLAN	CARDINIA SHIRE COUNCIL				
 <p style="text-align: center;">SEE SHEETS 2 &amp; 3 FOR MORE DETAILS</p>								
<b>Nilsson, Noel &amp; Holmes (Surveyors) Pty Ltd.</b> A.C.N. 067 949 615 Surveyors, Engineers & Town Planners. 8A Codrington Street, Cranbourne 3977 Phone (03) 5996 4133 Fax (03) 5996 6119 			<b>AH685840W</b> 21/12/2010 \$105.20 173 					
ORIGINAL	SCALE	LICENSED SURVEYOR (PRINT) STANLEY G. JEFFREYS.		Sheet 1 of 5 sheets				
SCALE SHEET SIZE 1:1250 A3	 LENGTHS ARE IN METRES	SIGNATURE <i>S. Squires</i> DATE 13/02/2009		DATE 18/02/09 COUNCIL DELEGATE SIGNATURE				
		REF 5533						
		DWG No. 5533S-1 VER 04						
		DISK No. CD008						

PLAN OF SUBDIVISION

Stage No. 1 Plan Number PS 549188R



AH685840W

21/12/2010 \$105.20 173

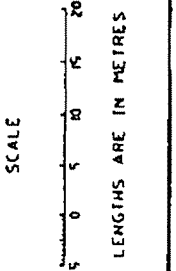


Sheet 2

*Stanley G. Jeffreys*  
DATE 18/02/09  
COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) STANLEY G. JEFFREYS.  
SIGNATURE *Stanley G. Jeffreys* DATE 17/02/2009  
REF 5533 DISK No. C0008  
DWG No 55335-1 VER 04

SEE SHEET 3 FOR CONTINUATION

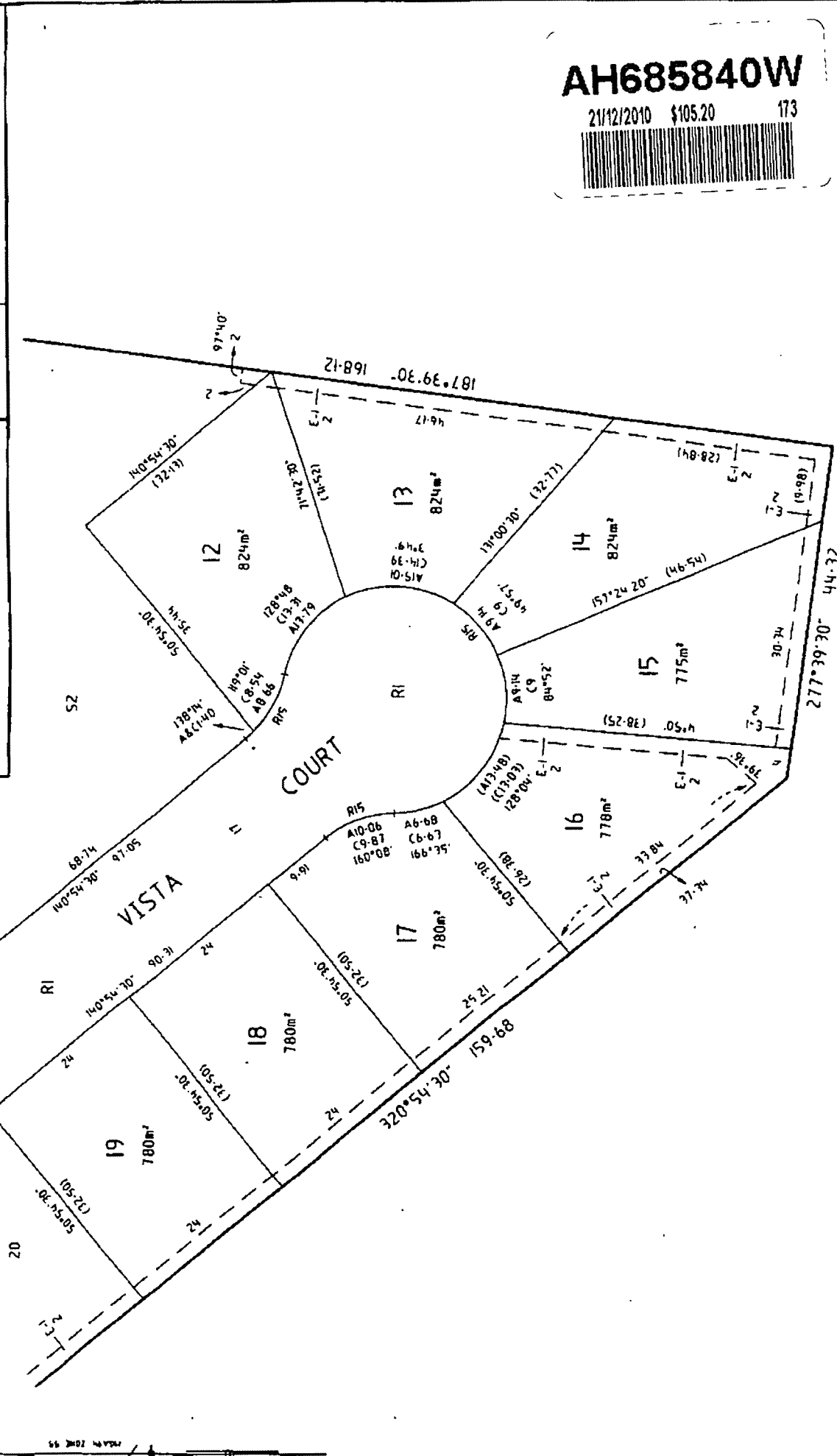


ORIGINAL SCALE SHEET SIZE A3  
1:500

**Nilsson, Noel & Holmes (Surveyors) Pty Ltd.**  
A.C.N 067 949 615  
Surveyors, Engineers & Town Planners  
8A Lodrington Street, Cranbourne. 3917  
Phone (03) 5996 4133 Fax (03) 5996 6119

PLAN OF SUBDIVISION  
 Stage No. 1  
 Plan Number PS 549188R

SEE SHEET 2 FOR CONTINUATION



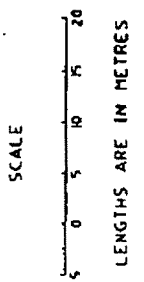
**AH685840W**

21/12/2010 \$105.20 173



Sheet 3  
 DATE 18/02/09  
 COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) STANLEY G. JEFFREYS.  
 SIGNATURE [Signature]  
 DATE 17/02/2009  
 REF 5533  
 DWG No 5533S-1 VER 04  
 DISK No. C0008



ORIGINAL SCALE SHEET SIZE A3  
 1:500

**Nilsson, Noel & Holmes (Surveyors) Pty Ltd.**  
 A.C.N. 067 949 615  
 Surveyors, Engineers & Town Planners.  
 8A Codrington Street, Cranbourne. 3977  
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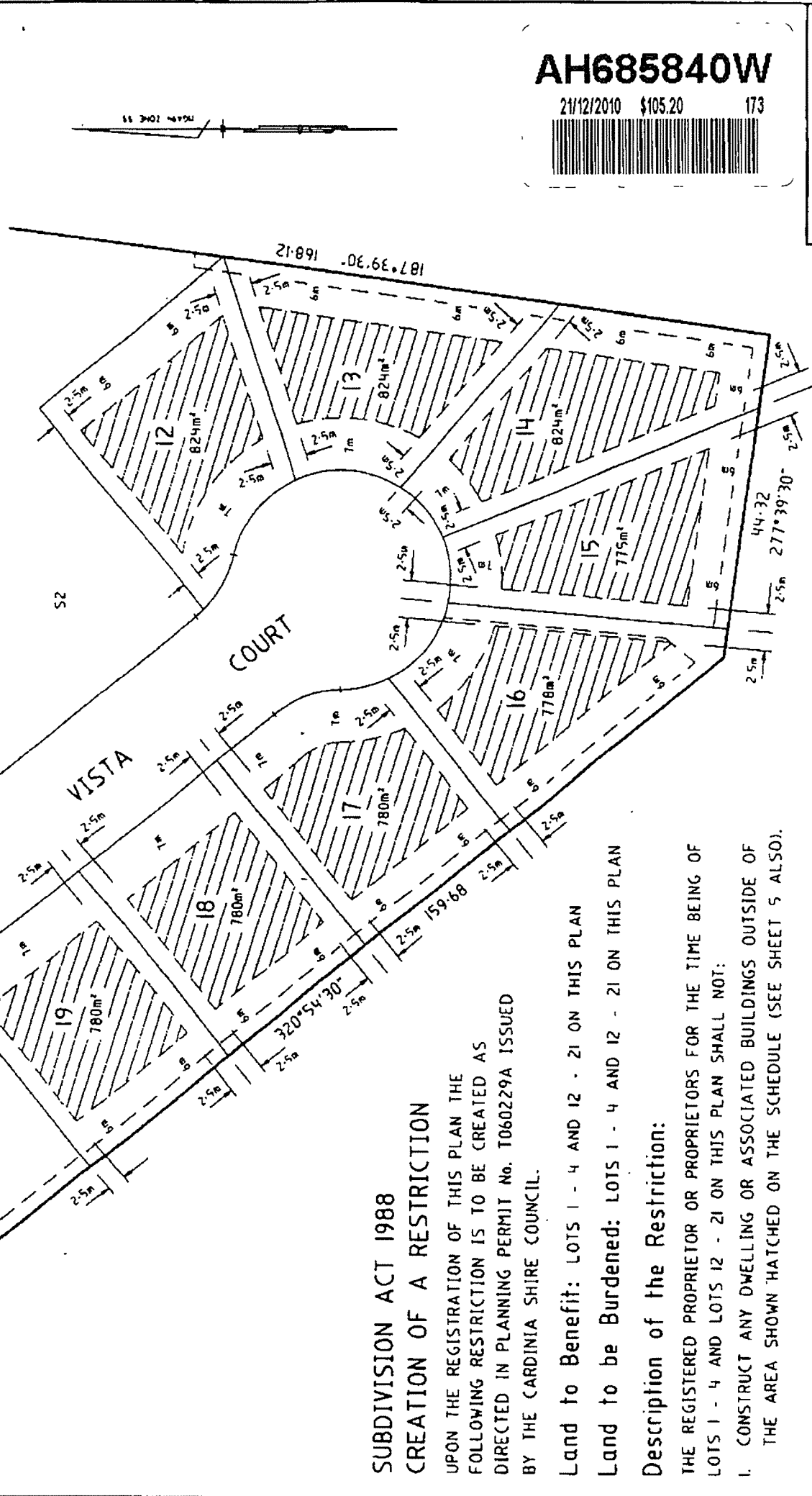
**SCHEDULE**

SEE SHEET 5

**PLAN OF SUBDIVISION**

Stage No. **1**

Plan Number **PS 549188R**



**AH685840W**

21/12/2010 \$105.20 173



Sheet 4

*[Signature]*

DATE **18/02/09**

COUNCIL DELEGATE SIGNATURE

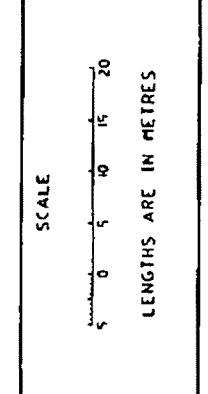
LICENSED SURVEYOR (PRINT) **STANLEY G. JEFFREYS.**

SIGNATURE *[Signature]* DATE **17/02/2009**

REF **5533**

DWG No **5533S-1** VER **04**

DISK No. **CD008**



ORIGINAL

SCALE SHEET SIZE

**1:500 A3**

**Nilsson, Noel & Holmes (Surveyors) Pty Ltd.**

A.C.N. 067 949 615

Surveyors, Engineers & Town Planners.

8A Coddington Street, Cranbourne. 3977

Phone (03) 5996 4133 Fax (03) 5996 6119

**SUBDIVISION ACT 1988**

**CREATION OF A RESTRICTION**

UPON THE REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS TO BE CREATED AS DIRECTED IN PLANNING PERMIT No. T060229A ISSUED BY THE CARDINIA SHIRE COUNCIL.

**Land to Benefit:** LOTS 1 - 4 AND 12 - 21 ON THIS PLAN

**Land to be Burdened:** LOTS 1 - 4 AND 12 - 21 ON THIS PLAN

**Description of the Restriction:**

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF LOTS 1 - 4 AND LOTS 12 - 21 ON THIS PLAN SHALL NOT:

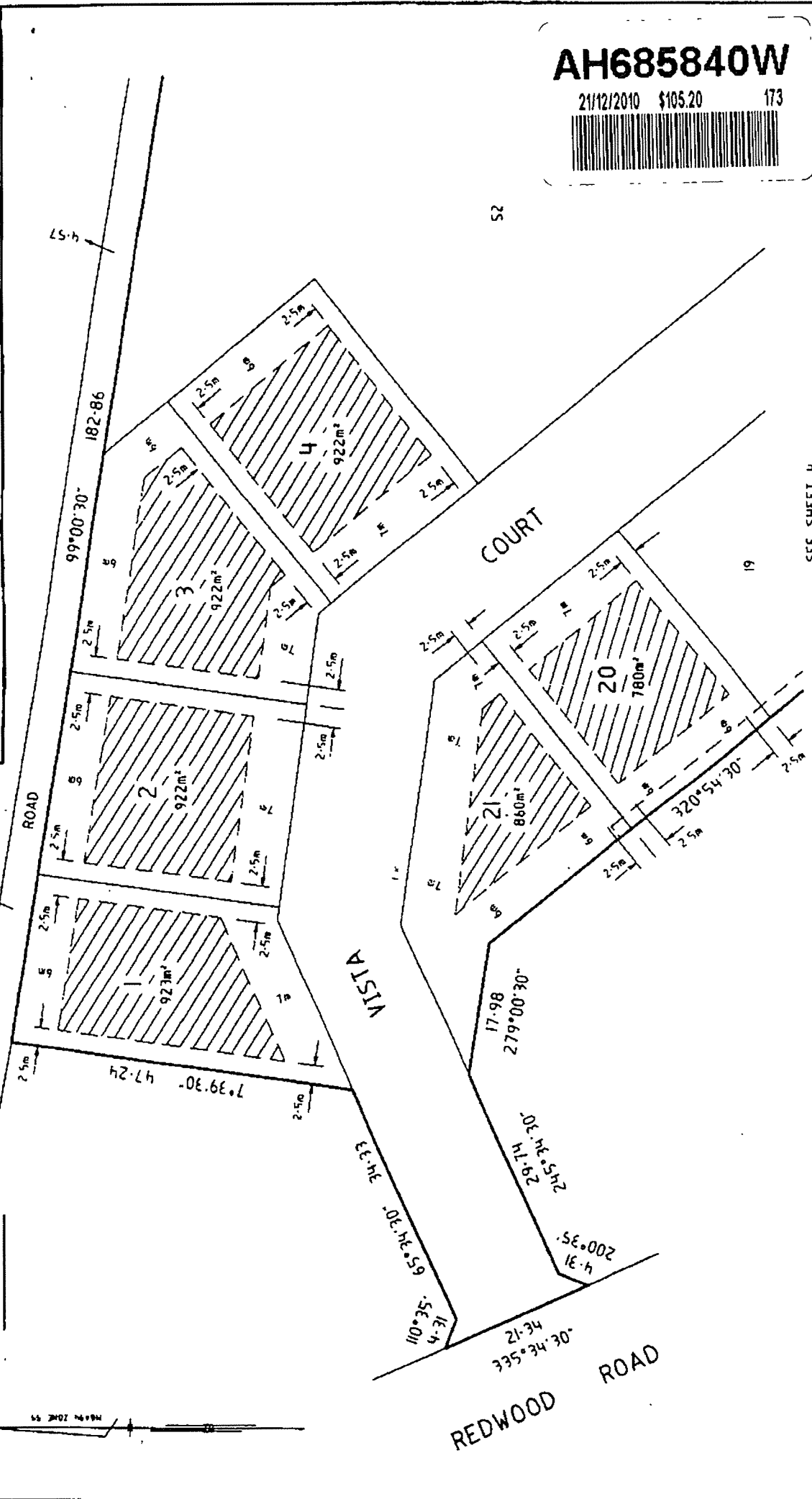
- CONSTRUCT ANY DWELLING OR ASSOCIATED BUILDINGS OUTSIDE OF THE AREA SHOWN HATCHED ON THE SCHEDULE (SEE SHEET 5 ALSO).

**PLAN OF SUBDIVISION**

Stage No. **1**

Plan Number **PS 549188R**

**SCHEDULE**



**AH685840W**

21/12/2010 \$105.20 173



Sheet 5

*Stanley G. Jeffreys*

DATE 18/02/09

COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) STANLEY G. JEFFREYS

SIGNATURE *Stanley G. Jeffreys* DATE 17/02/2009

REF 5533

DWG No 5533S-1 VER 04

DISK No. CD008

SCALE

0 5 10 15 20

LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE A7

1:500

**Nilsson, Noel & Holmes (Surveyors) Pty Ltd.**

A.C.N. 067 949 615

Surveyors, Engineers & Town Planners.

8A Codrington Street, Cranbourne. 3977

Phone (03) 5996 4133 Fax (03) 5996 6119

# Imaged Document Cover Sheet

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Document Assembled	<b>21/01/2022 10:06</b>

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# Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987

## AJ351561X

02/12/2011 \$107.50 173



Form 18

Lodged by:

Name: MADDOCKS  
Phone: 9288 0555  
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000  
Ref: MYM:LMR:LGC:5859891  
Customer Code: 1167E

The Responsible 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.

Land: part of Certificate of Title Volume 11300 Folio 132 and more particularly being Lots 5-20 on the proposed plan attached

Responsible Authority: Cardinia Shire Council of Henty Way, Pakenham, Victoria

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

Date: 28/11/11

Signature for Responsible Authority: Brett Jackson  
Name of officer: Brett Jackson  
Position Held: Acting Manager - Development Services



<b>PLAN OF SUBDIVISION</b>	STAGE No. <b>3</b>	LRS use only <b>EDITION</b>	Plan Number
----------------------------	-----------------------	--------------------------------	-------------

**Location of Land**  
 Parish: GEMBROOK  
 Township: -  
 Section: -  
 Crown Allotment: A<sup>B</sup> (PART)  
 Crown Portion: -  
 LRS Base Record: DCMB  
 Title Reference:  
 Last Plan Reference: LOT S9 ON PS 693872J  
 Postal Address: 11 - 15 VISTA COURT,  
 (at time of subdivision) GEMBROOK 3783  
 MGA Co-ordinates E 372 790 Zone 55  
 (of approx. centre of land in plan) N 5 798 335

**Council Certification and Endorsement**  
 Council Name: CARDINIA SHIRE COUNCIL  
 Ref:  
 1. This plan is certified under section 6 of the Subdivision Act 1988.  
 2. This plan is certified under section 11(7) of the Subdivision Act 1988.  
 Date of original certification under section 6 / /  
 3. This is a statement of compliance issued under section 21 of Subdivision Act 1988.  
**OPEN SPACE**  
 (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made.  
 (ii) The requirement has been satisfied.  
 (iii) The requirement is to be satisfied in Stage.....  
 Council Delegate  
 Council Seal  
 Date / /

LRS use only  
 Statement of Compliance/  
 Exemption Statement  
 Received   
 Date / /

LRS use only  
 PLAN REGISTERED  
 TIME  
 Date / /  
 Assistant Registrar of Titles

Vesting of roads and/or Reserves	
Identifier	Council/Body/Person
NIL	NIL

Re-certified under section 11(7) of the Subdivision Act 1988  
 Council Delegate  
 Council Seal  
 Date / /

**Notations**  
 Survey: This plan is based on survey. This survey has been connected to permanent marks no(s)  
 In proclaimed Survey Area No. -

**Staging:** This is a staged Subdivision. Planning Permit No. T090672a

**Easement Information**

**Legend:** A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

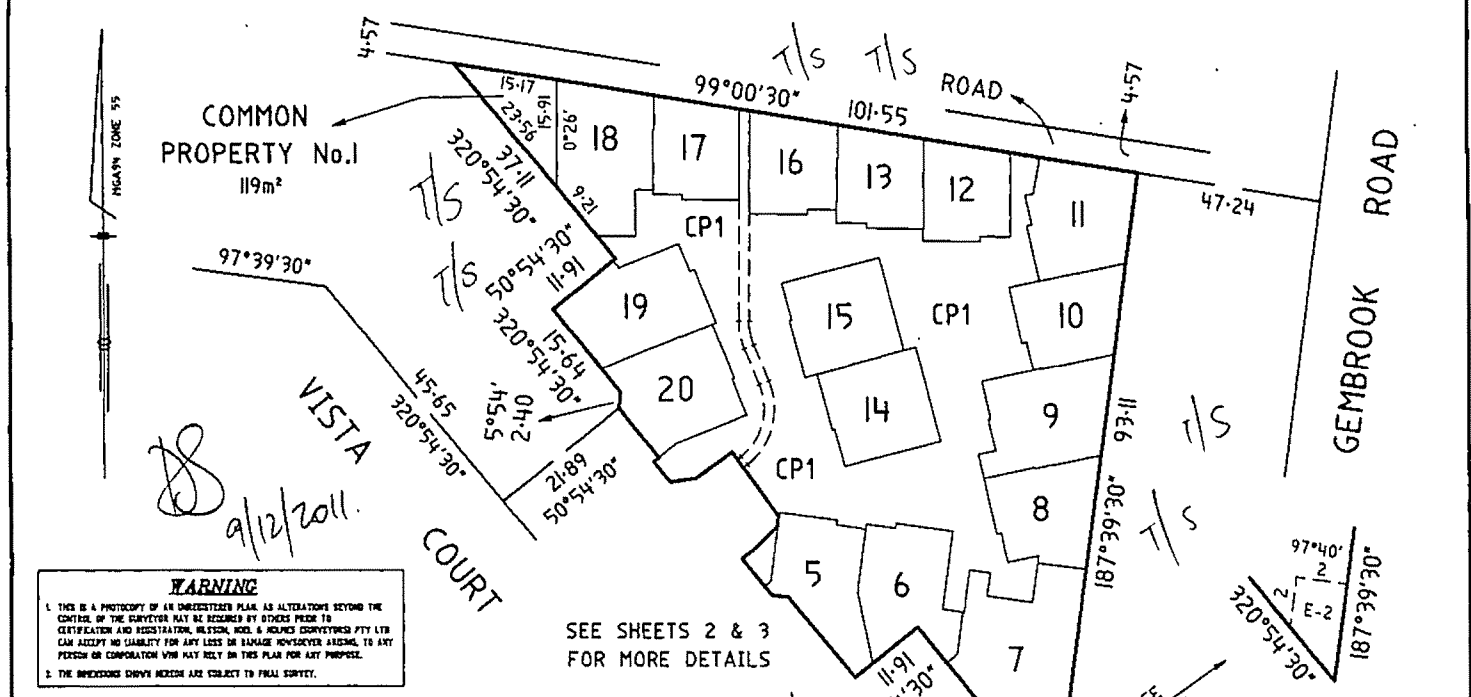
**Depth Limitation:**  
 DOES NOT APPLY

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

Easement Reference	Purpose	Width (metres)	Origin	Land benefited/in favour of
E-1	ELECTRICITY	1.50	PS 693872J (STAGE 1) & SEC.88 OF THE ELECTRICITY INDUSTRY ACT 2000	SPI ELECTRICITY PTY. LTD.
E-2	DRAINAGE	2	PS 549188R	CARDINIA SHIRE COUNCIL
E-3	PARTY WALL	SEE DIAG.	THIS PLAN	THE RESPECTIVE ABUTTING LOT

AJ351561X

02/12/2011 \$107.50 173



**Nilsson, Noel & Holmes (Surveyors) Pty Ltd.**  
 A.C.N. 067 949 615  
 Surveyors, Engineers & Town Planners.  
 8A Cadrington Street, Cranbourne 3977  
 Phone (03) 5996 4133 Fax (03) 5996 6119

LICENSED SURVEYOR (PRINT) **STANLEY G. JEFFREYS**  
 SIGNATURE ..... DATE 17/08/2011  
 REF **9588**  
 DWG No. 95885-3 VER 05 DISK No. P:9588

ORIGINAL	SCALE
SCALE 1:750 SHEET SIZE A3	 LENGTHS ARE IN METRES

Sheet 1 of 5 sheets

.....  
 DATE / /  
 COUNCIL DELEGATE SIGNATURE

# PLAN OF SUBDIVISION

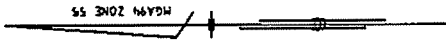
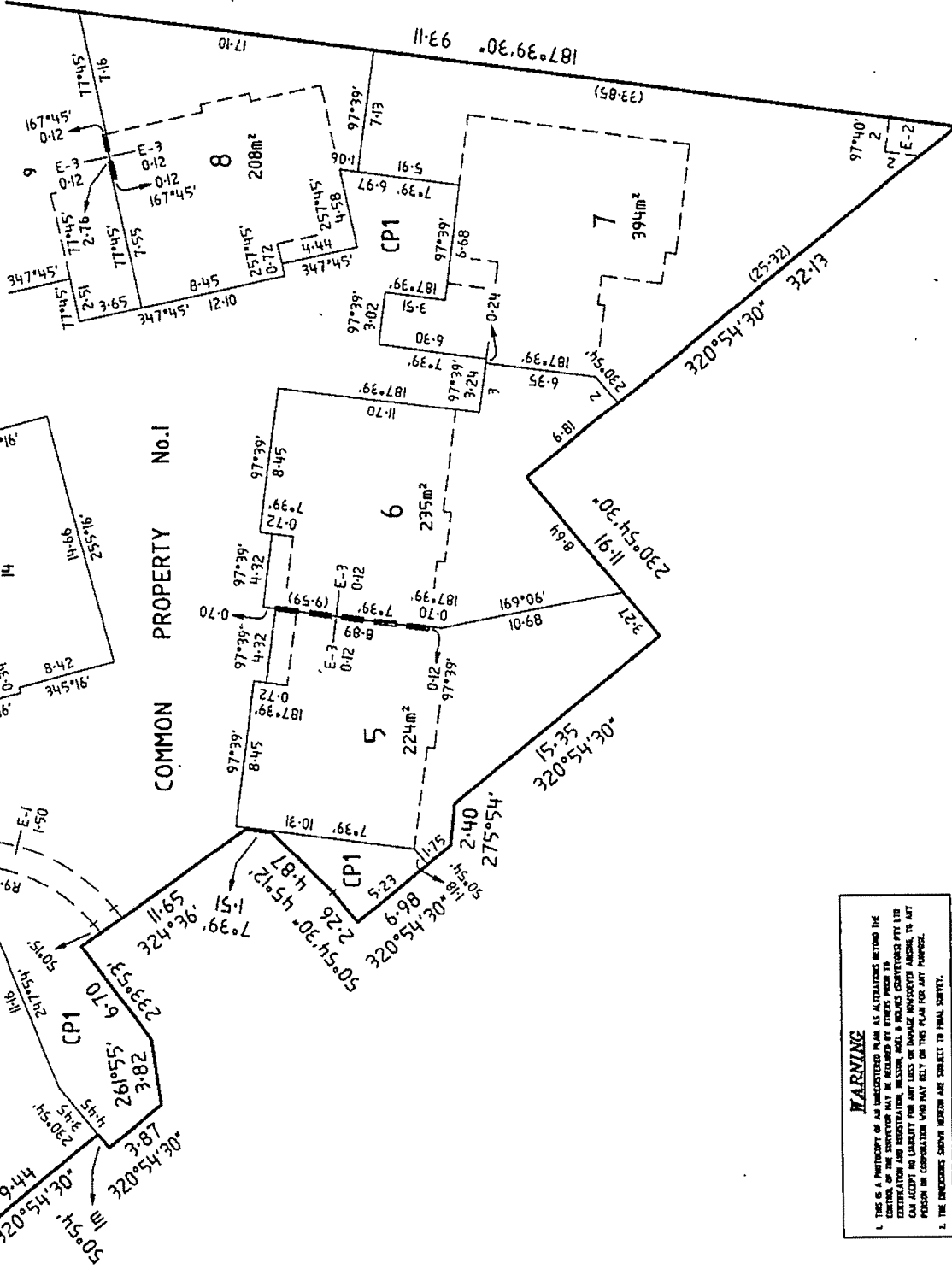
Plan Number

Stage No. 3

SEE SHEET 3

14

20



**AJ351561X**  
 02/12/2011 \$107.50 173

SHEET 2

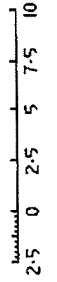
LICENSED SURVEYOR (PRINT) STANLEY G. JEFFREYS

SIGNATURE ..... DATE 17/08/2011

REF 9588

DWG No 9588S-3 VER 05 DISK No. P:/9588

SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE 1:250  
 SHEET SIZE A3

**WARNING**  
 1. THIS IS A PRELIMINARY PLAN AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO REGISTRATION AND REVISION. MISSON, NOEL & HOLMES SURVEYORS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE INCURRED ARISING TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.  
 2. THE DIMENSIONS SHOWN HEREIN ARE SUBJECT TO FINAL SURVEY.

**Nilsson, Noel & Holmes (Surveyors) Pty Ltd.**

A.C.N. 067 949 615  
 Surveyors, Engineers & Town Planners.  
 8A Codrington Street, Cranbourne, 3977  
 Phone (03) 5996 4133 Fax (03) 5996 6119

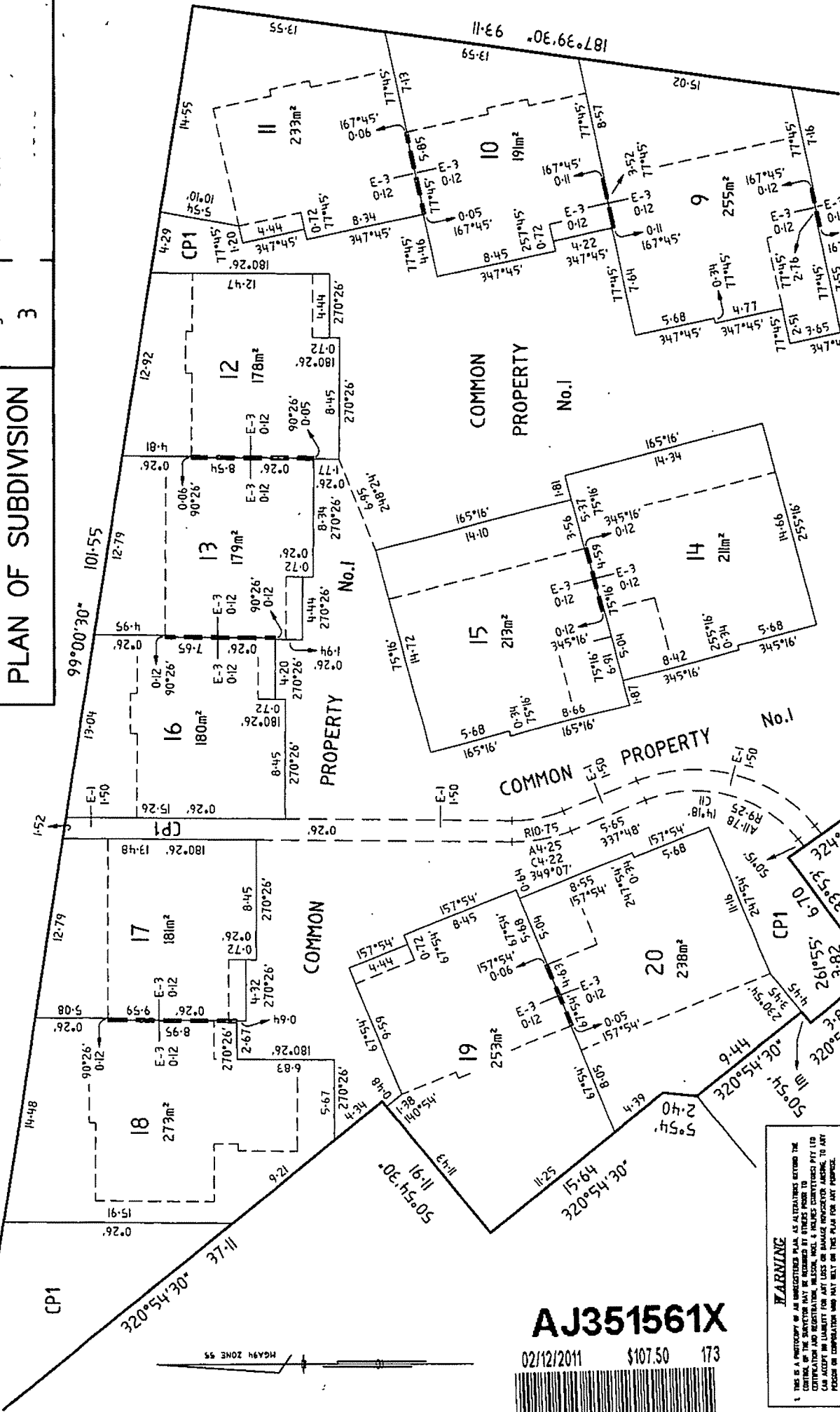


.....  
 DATE / /  
 COUNCIL DELEGATE SIGNATURE

# PLAN OF SUBDIVISION

Stage No. **3**

Plan Number



SEE SHEET 2

SHEET 3

**AJ351561X**

02/12/2011 \$107.50 173



**WARNING**  
 1. THIS IS A PRELIMINARY PLAN. ALL ALTERATIONS BEYOND THE CERTIFICATION AND REGISTRATION MUST BE MADE PRIOR TO CERTIFICATION AND REGISTRATION. NILLSON, NOEL & HOLMES (SURVEYORS) PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE INCURRED ARISING TO ANY PERSON OR CORPORATION WHO RELIES ON THIS PLAN FOR ANY PURPOSE.  
 2. THE ENDORSING SURVEYOR MUST BE SUBJECT TO FINAL SURVEY.

<p>LICENSED SURVEYOR (PRINT) <b>STANLEY G. JEFFREYS</b></p> <p>SIGNATURE ..... DATE 21/02/2011</p> <p>REF <b>9588</b></p> <p>DWG No 95885-3 VER 04</p>		<p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p>	
<p>SCALE</p> <p>2.5 0 2.5 5 7.5 10</p> <p>LENGTHS ARE IN METRES</p>		<p>DISK No. USB016</p>	
<p>ORIGINAL SHEET SIZE A3</p> <p>SCALE 1:250</p>		<p>VER 04</p>	
<p><b>Nilsson, Noel &amp; Holmes (Surveyors) Pty Ltd.</b></p> <p>A.C.N. 067 949 615</p> <p>Surveyors, Engineers &amp; Town Planners.</p> <p>8A Codrington Street, Cranbourne. 3977</p> <p>Phone (03) 5996 4133 Fax (03) 5996 6119</p>			



**OWNERS CORPORATION  
SCHEDULE**

Stage No.

Plan Number

3

Owners Corporation 1

Plan No. ~~PS-699072J~~

Land affected by Owners Corporation: LOTS 1 & 4 (STAGE 1), 2 - 3 (STAGE 2), 5 - 20 (BOTH INCL.) AND COMMON PROPERTY No.1

Limitations of Owners Corporation: UNLIMITED

**Notations:**

THE PURPOSE OF OWNERS CORPORATION 1 PLAN No. PS699872J IS:

1. TO MANAGE THE LAND AFFECTED BY THE OWNERS CORPORATION.
2. TO MANAGE THE COMMON DRAINAGE, SEWERAGE AND WATER SUPPLY SERVICES.

ONLY THE MEMBERS OF OWNERS CORPORATION 2 ARE ENTITLED TO USE COMMON PROPERTY No.1.

**WARNING**

1. THIS IS A PHOTOCOPY OF AN UNREGISTERED PLAN. AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION, NILSSON, NOEL & HOLMES SURVEYORS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.
2. THE DIMENSIONS SHOWN HEREIN ARE SUBJECT TO FINAL SURVEY.

**Lot Entitlement and Lot Liability**

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
LOTS 1&4 (STAGE 1)	200	200						
LOTS 2&3 (STAGE 2)	200	200						
5	100	100						
6	100	100						
7	100	100						
8	100	100						
9	100	100						
10	100	100						
11	100	100						
12	100	100						
13	100	100						
14	100	100						
15	100	100						
16	100	100						
17	100	100						
18	100	100						
19	100	100						
20	100	100						
<b>TOTAL</b>	<b>2000</b>	<b>2000</b>						

**AJ351561X**

02/12/2011

\$107.50

173



**Nilsson, Noel & Holmes (Surveyors) Pty Ltd.**

A.C.N. 067 949 615  
Surveyors, Engineers & Town Planners.  
8A Codrington Street, Cranbourne 3977  
Phone (03) 5996 4133 Fax (03) 5996 6119



LICENSED SURVEYOR (PRINT) **STANLEY G. JEFFREYS**

SIGNATURE ..... DATE 17/08/2011

REF 9588

DWG No. 9588S-3 VER 05

DISK No.  
P:9588

SHEET 4

DATE / /  
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

**OWNERS CORPORATION  
SCHEDULE**

Stage No.

3

Plan Number

Owners Corporation 2

Plan No. ~~PS 63387ZJ~~

Land affected by Owners Corporation: LOTS 2-3 (STAGE 2), 5 - 20 (BOTH INCL.) AND COMMON PROPERTY No.1

Limitations of Owners Corporation: LIMITED TO COMMON PROPERTY No.1

**Notations:**

LOTS IN THE TABLE BELOW ARE ALSO AFFECTED BY OWNERS CORPORATION 1.  
CERTIFICATE OF TITLE FOR COMMON PROPERTY No.1 IS IN THE NAME OF OWNERS CORPORATION 1.

**WARNING**  
1. THIS IS A PHOTOCOPY OF AN UNREGISTERED PLAN. AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION, NILSSON, NOEL & HOLMES SURVEYORS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.  
2. THE DIMENSIONS SHOWN HEREON ARE SUBJECT TO FINAL SURVEY.

**Lot Entitlement and Lot Liability**

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
LOTS 2-3 (STAGE 2)	200	200						
5	100	100						
6	100	100						
7	100	100						
8	100	100						
9	100	100						
10	100	100						
11	100	100						
12	100	100						
13	100	100						
14	100	100						
15	100	100						
16	100	100						
17	100	100						
18	100	100						
19	100	100						
20	100	100						
<b>TOTAL</b>	<b>1800</b>	<b>1800</b>						

**AJ351561X**

02/12/2011 \$107.50 173



**Nilsson, Noel & Holmes (Surveyors) Pty Ltd.**

A.C.N. 067 949 615  
Surveyors, Engineers & Town Planners.  
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LICENSED SURVEYOR (PRINT) STANLEY G. JEFFREYS

SIGNATURE ..... DATE 17/08/2011

REF 9588

DWG No. 9588S-3 VER 05

DISK No.  
P./9588

SHEET 5

DATE / /  
COUNCIL DELEGATE SIGNATURE

Original sheet size A3



# Maddocks

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

Date 28 / 11 / 2011

## Agreement under section 173 of the Planning and Environment Act 1987 Subject Land: part of 11-15 Vista Court, Gembrook

### AJ351561X

02/12/2011 \$107.50 173

Cardinia Shire Council  
and

Gembrook Views Estate Pty Ltd  
ACN 076 151 463



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  - 3.2 Expiry of Development Permit ..... 3
- 4. Owner's further obligations ..... 3
  - 4.1 Notice and registration ..... 3
  - 4.2 Further actions ..... 3
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**AJ351561X**  
 02/12/2011 \$107.50 173  








- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

---

**3. Owner's specific obligations**

**3.1 Compliance with the Development Permit**

Except with Council's prior written consent the Owner:

- 3.1.1 may only develop the Subject Land in accordance with the Development Permit and the conditions of the Development Permit; and
- 3.1.2 must not, upon completing the development in accordance with the Development Permit, alter or extend or otherwise change the development.

**3.2 Expiry of Development Permit**

The Owner's obligations under clause 3.1 continue to apply:

- 3.2.1 regardless of any right conferred by the Planning Scheme;
- 3.2.2 regardless of any subdivision of the Subject Land; and
- 3.2.3 even if the Development Permit expires, is cancelled or otherwise ceases to operate.

**AJ351561X**



---

**4. Owner's further obligations**

**4.1 Notice and registration**

The Owner must bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

**4.2 Further actions**

The Owner:

- 4.2.1 must do all things necessary to give effect to this Agreement;
- 4.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act and do all things necessary to enable Council to do so including:
  - (a) signing any further agreement, acknowledgment or document; and
  - (b) obtaining all necessary consents to enable the recording to be made.

**4.3 Council's costs to be paid**

Prior to this Agreement being recorded on the Certificate of Title of the Subject Land, the Owner must pay to Council, Council's reasonable costs and expenses (including legal expenses) of preparing, drafting, finalising, signing, recording and enforcing this Agreement.

---

**5. Agreement under section 173 of the Act**

Without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

---

**6. Owner's warranties**

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

---

**7. Successors in title**

Until such time as a memorandum of this Agreement is recorded on the Certificate of Title of the Subject Land, the Owner must require successors in title to:

- 7.1 give effect to this Agreement; and
- 7.2 enter into a deed agreeing to be bound by the terms of this Agreement.

---

**8. General matters****8.1 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:

- 8.1.1 personally on the person;
- 8.1.2 by leaving it at the person's current address for service;
- 8.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;
- 8.1.4 by facsimile to the person's current number for service; or
- 8.1.5 by email to the person's current email address for service.

**8.2 No waiver**

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

**8.3 Severability**

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

**8.4 No fettering of Council's powers**

This Agreement does not fetter or restrict Council's power or discretion to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certifying any plan which subdivides the Subject Land or relating to any use or development of the Subject Land.

**8.5 Inspection of documents**

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**8.6 Governing law**

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

---

**9. Commencement of Agreement**

This Agreement commences on the date specified on page one or if no date is specified on page one, the date the Planning Permit was issued.

---

**10. Ending of Agreement**

- 10.1 This Agreement ends when the Owner has complied with all of the Owner's obligations under this Agreement.
- 10.2 As soon as reasonably practicable after the Agreement has ended, Council will, at the Owner's request and at the Owner's cost, apply to the Registrar of Titles under section 183(1) of the Act to cancel the recording of this Agreement.

**AJ351561X**

02/12/2011 \$107.50 173





# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

812447

## APPLICANT'S NAME & ADDRESS

FALCONE & ADAMS C/- INFOTRACK C/- LANDATA  
DOCKLANDS

## VENDOR

HUNTER, MARGARET DOROTH

## PURCHASER

N/A, N/A

## REFERENCE

4457

This certificate is issued for:

LOT 6 PLAN PS633872 ALSO KNOWN AS 13/13 VISTA COURT GEMBROOK  
CARDINIA SHIRE

The land is covered by the:

CARDINIA PLANNING SCHEME

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

The land:

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1
- is within a BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 1
- and a VEGETATION PROTECTION OVERLAY - SCHEDULE 2
- and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 2
- and a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 1

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

LANDATA®

T: (03) 9102 0402

E: [landata.enquiries@victorianlrs.com.au](mailto:landata.enquiries@victorianlrs.com.au)

27 January 2022

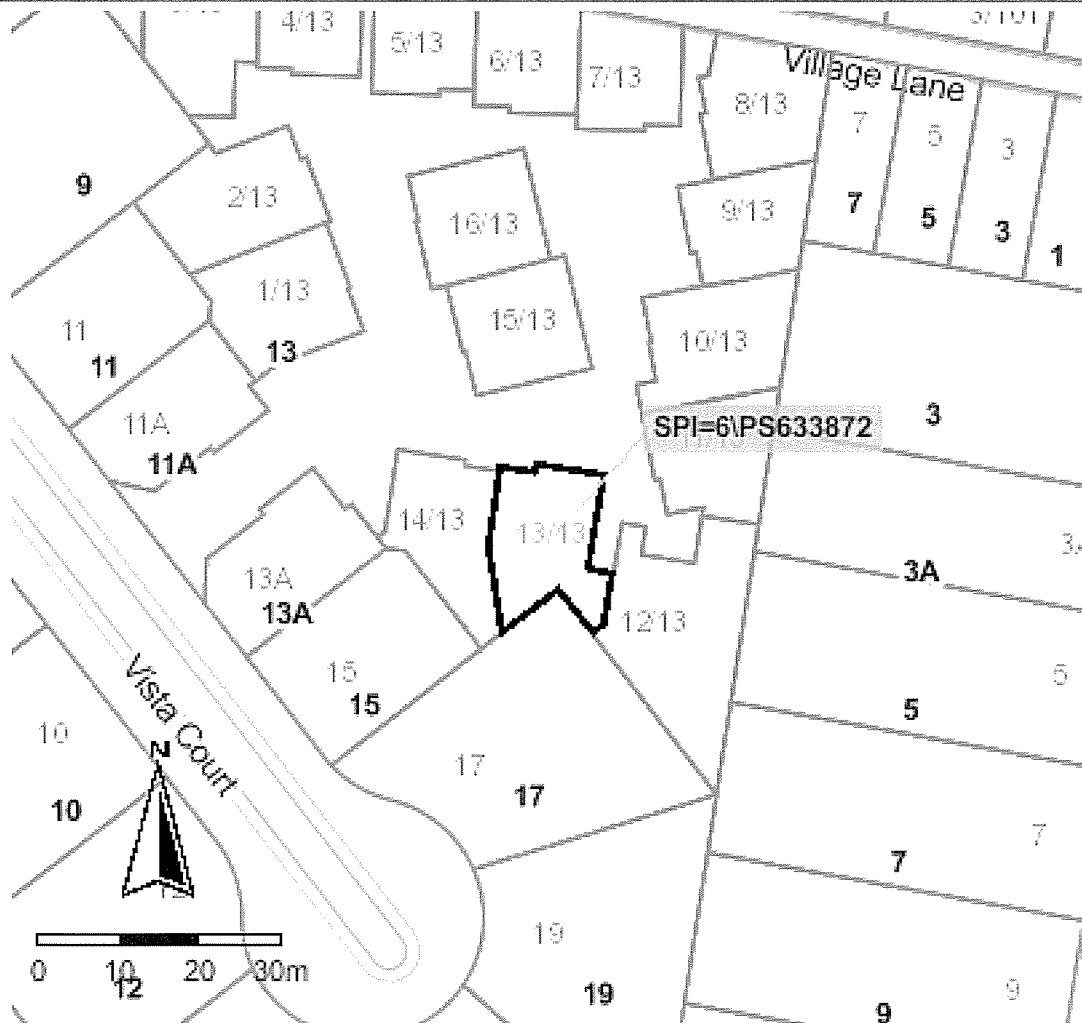
Hon. Richard Wynne MP  
Minister for Planning

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email [landata.enquiries@victorianlrs.com.au](mailto:landata.enquiries@victorianlrs.com.au)

**Please note: The map is for reference purposes only and does not form part of the certificate.**



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### Choose the authoritative Planning Certificate

#### Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria. Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

### Privacy Statement

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

# OWNERS CORPORATION CERTIFICATE

Section 151 Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2007

Owners Corporation 2 No PS633872J

Address: Unit 13/13 Vista Court Gembrook, Victoria 3783

This certificate is issued for Lot (6) on Plan of Subdivision No PS633872J

Postal address is 13/13 Vista Court Gembrook 3783

Applicant for the certificate is Margaret Hunter

Address for delivery of certificate: Falcone & Adams Lawyers

Date that the application was received: 21/1/22

## IMPORTANT:

The information in this certificate is issued on 24/1/21

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

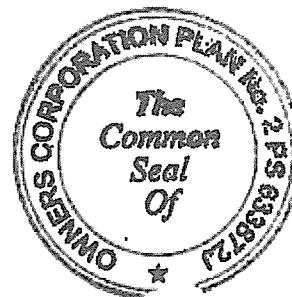
1.	The current annual fees for the lot are: \$1243.12
2.	The date to which the fees for the lot have been paid up to is: 31/12/21
3.	The total of any unpaid fees or charges for the lot are: Quarterly fees are paid in arrears next due for 1/1/22 – 31/3/22 period Not issued until late February 2022.... due 1/4/22
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are:
5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included above annual fees, maintenance fund and special fees are: Not applicable
6.	The owners corporation has the following insurance cover: (a) the name of the company – 'Longitude Insurance Pty Ltd (b) the number of the policy – LNGSTR591365  Refer attached certificate of insurance for the following details: (c) the kind of policy (d) the buildings covered (e) the building amount (f) the public liability amount (g) the renewal date 1/5/2022
7.	Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution: No
8.	The total funds held by the owners corporation: \$24,803.27
9.	Are there any liabilities of the owners corporation that not covered by annual fees, special levies and repairs and maintenance as set out above? If so, then provide details:
10.	Are there any current contracts, leases, licences or agreements affecting the common property. If so, then provide details:



	<b>Yes, Contract of Appointment with Somersault Network Pty Ltd</b>
11.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details:
	<b>No</b>
12.	Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied are? If so, then provide details:
	<b>No</b>
13.	Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, then provide details:
14.	Has the owners corporation has appointed or resolved to appoint a manager? If so, then provide details:
	<b>Yes, Somersault Network Pty Ltd</b>
15.	Has an administrator has been appointed for the owners corporation, or has been a proposal for the appointment of an administrator?
	<b>No</b>
16.	Documents required to be attached to the owners corporation certificate are:
	<p>1. A copy of any rules registered at Land Victoria. There are no rules registered at Land Victoria -- model rules apply (attached)</p> <p>2. A copy of all resolutions made at the last annual general meeting.</p> <p>3. A copy of Form 2 of the Owners Corporations Regulations 2007 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners"</p>

This owners corporation certificate was prepared by Somersault Network Pty Ltd as delegate of the Owners Corporation.

THE COMMON SEAL of OWNERS CORPORATION  
2 NO P8633872J was affixed in accordance with  
section 20 of the Owners Corporations Act 2006 by  
and in the presence of the delegate of the owners  
corporation



(Insert seal above)

Signature of Colin Parkes on behalf of Somersault  
Network Pty Ltd, delegate of the owners corporation

Date: 24/1/22

Issue date: 21 April 2021

**Certificate of Insurance**

This document certifies that the policy referred to below is currently intended to remain in force until 4.00pm on the expiry date shown in the Period of Insurance below and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions or the provisions of the Insurance Contracts Act, 1984.

<b>INSURED:</b>	Owners Corporation 639872J	
<b>INTERESTED PARTY(S):</b>	Name	Classification
<b>DESCRIPTION OF INSURED BUSINESS:</b>	Residential Strata	
<b>SITUATION OF RISK:</b>	11 VISTA COURT, GEMBROOK, VIC 3783	
<b>SECTION 1:</b>	<u>Property - Physical Loss, Destruction or Damage</u> Buildings - \$5,442,841.00 Common Contents - \$54,428.00	
<b>SECTION 2:</b>	<u>Voluntary Workers Personal Accident</u> Accidental Death & Disablement - Insured Weekly Benefits - Insured	
<b>SECTION 4:</b>	<u>Fidelity Guarantee</u> Limit - \$100,000.00 in the aggregate Period of Insurance	
<b>SECTION 6:</b>	<u>Public Liability</u> Limit of Indemnity - \$10,000,000.00 each and every Occurrence	
<b>SECTION 7:</b>	<u>Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses</u> (a) Taxation and Audit Costs Limit of Indemnity - \$50,000 in the aggregate Period of Insurance  (b) Workplace Health and Safety Breaches Limit of Indemnity - \$150,000 in the aggregate Period of Insurance  (c) Legal Defence Expenses Limit of Indemnity - \$50,000 in the aggregate Period of Insurance	
<b>POLICY NUMBER:</b>	LNG-STR-591385	
<b>PERIOD OF INSURANCE:</b>	1 May 2021 expiring on 01 May 2022 at 4pm Local Standard Time	
<b>INSURER:</b>	Chubb Insurance Australia Limited and Swiss Re International SE Australia Branch	

This certificate has been arranged by Us in our capacity as agents for the insureds named above. It does not reflect in detail the policy terms or conditions and merely provides a very brief summary of the insurance that is in existence at the date we have issued this certificate. If you wish to review the details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy wording, schedule and any other associated policy document.

**DISCLAIMER** - In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy or in accordance with the terms of the Insurance Contracts Act 1984. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration or cancellation to the policy of insurance.

This policy is issued by Longitude Insurance Pty Ltd (ABN 66 152 337 267) as an Authorized Representative (AR 434937) of Austagenoise Pty Ltd (ABN 76 008 03 464) (Austagenoise). Austagenoise have binding authority from Chubb Insurance Australia Limited (ABN 23 001 642 020, AFSL 239667) (80%) and Swiss Re International SE Australia Branch (ABN 35 138 673 211, AFSL 355069) (20%).

**LONGITUDE INSURANCE – POLICY SCHEDULE**

**POLICY TYPE:** Residential Strata Package LONGRSI 10.0 03-2021

**POLICY NUMBER:** LNG-STR-551385

**INSURED:** Owners Corporation 633672J.

**THE BUSINESS:** Residential Strata as per attached schedule

**PERIOD OF INSURANCE:** 1 May 2021 expiring on 1 May 2022 at 4pm Local Standard Time

**INTERESTED PARTIES:** Nil advised

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**SITUATION:** 11 VISTA COURT, GEMBROOK, VIC 3783

**PERCENTAGE OF BUILDING OCCUPIED BY COMMERCIAL OCCUPANTS:** 0.00%

**SECTION 1 - PROPERTY: PHYSICAL LOSS, DESTRUCTION OR DAMAGE**

<b>Buildings</b>	<b>\$5,442,841</b>
2.1 i) fixed artwork or sculptures	\$50,000
<b>Common Contents</b>	<b>\$54,428</b>
2.2 g) pots, plants, shrubs, trees, rockwork and lawns	\$25,000
2.2 h) money	\$10,000
2.2 i) artwork of sculptures (other than fixed)	\$54,428
<b>Storm Surge (caused by and immediately following a named tropical cyclone) any one event and in the aggregate Period of Insurance</b>	<b>\$2,000,000</b>
<b>Optional Covers</b>	
Loss of Market Value	Not Insured
Flood	Insured
*(Optional) Limit of Liability	\$5,497,269
<b>Costs Incurred by the Lot Owner</b>	
All sub-sections 5.10 (a) - (h) combined	\$1,360,710
Lot Owners fixtures and fittings (per lot)	\$300,000
Temporary Accommodation & Loss of Rent	\$816,428
<b>Lot Owners Optional Covers</b>	
Paint & Wallpaper (applies to NSW & ACT only)	Not Insured
Floating floorboards	Insured
<b>Catastrophe Cover (sub-section 5.1)</b>	

# longitude<sup>o</sup>

Buildings	15%
Common Contents	15%
Costs Incurred by the Lot Owner	15%
Additional Benefits	15%

## Excesses

Loss, destruction or damage caused by or arising from earthquake, subterranean fire or volcanic eruption (each and every claim)	\$500
All other losses (each and every Claim)	\$500
Flood (each and every Claim)	\$500

## SECTION 2 - VOLUNTARY WORKERS PERSONAL ACCIDENT

Accidental Death & Disablement Weekly Benefits	\$200,000 up to \$2,000 per week for Total Disablement and up to \$1,000 per week for Partial Disablement as outlined in the Table of Benefits
--	---

All per Policy Table of Benefits

Excess	7 days
Excluded Period of Claim (each and every Claim)	
All Per Table of Benefits	

## SECTION 3 - OFFICE BEARERS LIABILITY - NOT INSURED

### SECTION 4 - FIDELITY GUARANTEE

Any one Loss and in the Aggregate Period of Insurance	\$100,000
Excess	
Each and every Claim	\$500

## SECTION 5 - EQUIPMENT BREAKDOWN - NOT INSURED

### SECTION 6 - PUBLIC LIABILITY

Personal Injury or Property Damage Limit of Liability (any one Occurrence)	\$10,000,000
Excess	
Each and every Claim	\$500

## SECTION 7 - GOVERNMENT AUDIT COSTS, WORKPLACE HEALTH & SAFETY BREACHES AND LEGAL EXPENSES

(a) Taxation and Audit Costs	\$30,000
Limit of Liability (in the aggregate Period of Insurance)	\$250
Excess (each and every Claim)	



(b) Workplace Health and Safety Branches	
Limit of Liability (in the aggregate Period of Insurance)	\$160,000
Excess (each and every Claim)	\$250
(c) Legal Defence Expenses	
Limit of Liability (in the aggregate Period of Insurance)	\$50,000
Excess (each and every Claim)	\$1,000
Contribution (each and every Claim)	10.00% of Legal Expenses Incurred

**Special Notation**

Property No Claim Bonus Included	NO
Customer Loyalty Discount Included	NO
Number of years with Longitude	1

**ENDORSEMENTS / CONDITIONS:**

If any endorsement or conditions are shown under this part of the Policy Schedule they will vary the standard terms of Your Policy. They may expand, reduce or impose additional conditions on Your cover as set out in the standard Policy terms and should be read carefully.

**IMPORTANT INFORMATION**

**Your Policy**

This policy is issued by Longitude Insurance Pty Ltd (ABN 66 162 337 267) as an Authorized Representative (AR 424667) of Austagencies Pty Ltd (ABN 70 008 09 494) (Austagencies). Austagencies have binding authority from Chubb Insurance Australia Ltd (ABN 23 001 842 020, AFSL 239687) (80%) and Swiss Re International SE Australia Branch (ABN 38 138 873 211, AFSL 365088) (20%).

**Endorsements and Conditions**

As outlined in our e-mail sent with this attachment.

Credit terms - Sections 1 to 7 - 60 days from inception.

Please contact us if any of the above is incorrect as it may affect the terms and conditions under which we will provide cover.

No terms or conditions contained in any broker's slip are included unless specifically stated as being included. Unless stated otherwise, cover is as per the Longitude Policy Wording and Product Disclosure Statement (PDS). Commissions payable are calculated on the base premium only.

Please note in the event that you cancel this policy prior to expiry, in accordance with the policy conditions, we will retain the proportion of the premium, (less our fees which we deem to be fully earned at policy inception) which is equal to the proportion that the remaining policy period bears of the total policy period.

To ensure your client maintains continuous cover, please ensure that your written instructions be provided to our office prior to expiry.

This Policy has been issued based on the following information provided by You

**Construction**

Walls	Brick Veneer
Floors	Concrete Slab
Roof	Tiles

Has there been any Expanded Polystyrene (EPS), Aluminium Composite Panelling (ACP) or like materials used in the construction of the property? NO

Is there any known Asbestos in the building? NO

Are there any known building defects? NO

**Claims Information**

Policy Year Ending	No. of Claims	Aggr. Attributional Losses
2017	0	\$0.00
2018	0	\$0.00
2019	1	\$0.00
2020	0	\$0.00
2021	2	\$40,007.60

***BASE PREMIUM	\$4,364.78
* EMERGENCY SERVICES LEVY	\$0.00
GST	\$438.48
* STAMP DUTY	\$480.14
LONGITUDE FEE	\$200.00
FEE GST	\$20.00
TOTAL PREMIUM	\$5,501.40
LESS BROKERAGE	\$0.00
LESS GST ON BROKERAGE	\$0.00
NET PAYABLE TO LONGITUDE	\$5,501.40

\* The amount included as part of the premium takes into account the Insurer's obligations (actual or in some cases estimated) to pay Stamp Duty and Emergency Services Levies to the Government. You can ask us for more details.

**Managers and Chairman's Report for Gembrook Village Owners Corporations Year ended 30<sup>th</sup> of June 2021.**

**General:**

After near two years of COVID there appears light at the end of the tunnel now.

This is good news for all.

Everyone has a story here and we are thankful the virus did not take significant hold in our town of Gembrook. Our village was blessed we had no outbreak and that was a result of luck and our residents and owners being on the ball throughout the crisis.

However not that we escaped totally, I pass on sympathies to those of our members who did suffer loss of loved ones or close friends. We all were affected in this regard.

Particularly condolences to OC member Grant in the passing of his partner Jennifer. Grant cared for Jennifer over many years of her illness and we recognise his mighty effort with our warmest regards.

On a brighter note we welcome all the new members and look forward to working with you all when we are free to meet again without restrictions.

We hope to catch up at a Village Xmas gathering. The date will be announced very soon by Fay Templer.

**Financials:**

In respect to the OC matters please see attached copies of financial accounts for the financial year ended 30<sup>th</sup> of June 2021.

We had \$20,730.90 in the bank as at 30<sup>th</sup> of June. Some deferred management fees will need to be paid from this as we held back charging during the COVID period just in case we needed to attend to deep cleaning etc. and therefore chose to have a reserve to support the OC in that way.

We expect no change to the finances for the year ahead all units are up to date with their current OC levies. Two special levies are yet to be remitted and we will be seeking to get these paid in the next few months.

There is no price increase in the OC levy for the next year.

**Insurance:**

The insurance notice is attached. All cover on the units has been revised in keeping with current replacement building costs. We sought as usual quotes via our broker for the best arrangement and chose the insurer accordingly.

If any Owner has an insurance query, please ring our broker Mark O'Reilly from AB Insurance on

0409 705 931

**Maintenance:**

The standard of presentation of the Village has been maintained to a high standard during the many lockdowns.

Recently the common gardens have undergone a major "haircut". Stone edging has been introduced to save mulch spillage and also to improve the appearance of the common areas.

During the year we attended to the replacement of all the night security lights due to the age of the previous. We have one light near unit 10 which still needs fixing. Issues with underground cabling on this particular light.

**Future Maintenance:**

Only some minor fence repairs near the rotunda, a small retainer wall and a drain need to be put in near Fay Templer's unit. Small concrete repairs on the driveway also need to be attended to in the coming months. Painting is ongoing now as the unit's fences are some 7 to 8 years old.

We aim to get all the concrete driveways pressure washed over this summer to refresh them as well.

**Nomination for office bearers.**

We have the existing committee of Fay Templer, Mark Cully and Myself who offered to remain plus new owner in unit 3 Christine Diemar would like to join the committee. If no one objects, the committee would welcome Christine on board.

**Future AGM's**

We look forward to next year holding the normal AGM and if owner has any specific questions regarding anything mentioned in this report please call me on 0429 793 275.

**Best Wishes**

**Colin Parkes**

**Manager Gembrook Village.**



**Owners Corporation 1&2 No PS633872J**  
**Manager - Somersault Network Pty Ltd**  
**Shop 1 321 Koomang Road,**  
**CARNEGIE VIC 3163**  
**Property: 13 Vista Court, Gembrook, VIC 3783**

**Profit & Loss [Last Year Analysis]**

**July 2020 through June 2021**

03/11/2021  
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	This Year	Last Year
<b>Income</b>		
Levy Fees	\$23,540.16	\$39,405.26
Management Fees	\$0.00	\$8,312.14
Income from Equity Sales	\$0.00	\$2,714.77
Miscellaneous Income	\$350.00	\$0.00
Levy Fees - Special Levy	\$0.00	\$8,084.86
<b>Total Income</b>	<u>\$23,890.16</u>	<u>\$58,527.13</u>
<b>Cost of Sales</b>		
<b>Gross Profit</b>	<u>\$23,890.16</u>	<u>\$58,527.13</u>
<b>Expenses</b>		
Bank Charges	\$120.00	\$120.00
Electricity	\$883.89	\$858.51
Fees Paid	\$100.00	\$0.00
Insurance	\$6,898.19	\$7,490.91
Maintenance & Repairs	\$3,235.88	\$480.00
Management Fees	\$3,500.00	\$11,300.00
Water	\$40.99	\$40.99
<b>Total Expenses</b>	<u>\$13,658.95</u>	<u>\$20,088.41</u>
<b>Operating Profit</b>	<u>\$10,231.21</u>	<u>\$38,438.72</u>
<b>Other Income</b>		
Interest Income	\$0.00	\$2,516.90
<b>Other Expenses</b>		
<b>Net Profit / (Loss)</b>	<u>\$10,231.21</u>	<u>\$40,955.62</u>

**Owners Corporation 1&2 No PS633872J**  
**Manager - Somersault Network Pty Ltd**  
**Shop 1 321 Koomang Road,**  
**CARNEGIE VIC 3163**  
**Property: 13 Vista Court, Gembrook, VIC 3783**

**Balance Sheet [Last Year Analysis]**

**June 2021**

03/11/2021  
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	This Year	Last Year
<b>Assets</b>		
<b>Current Assets</b>		
Cash At Bank		
NAB Cheque Account	\$20,694.40	\$11,039.61
Transfer Clearing Account	\$145.50	\$145.50
<b>Total Cash At Bank</b>	<u>\$20,739.90</u>	<u>\$11,185.11</u>
Levy Fees Receivable	\$4,976.27	\$4,876.11
Levy Fees Receivable - Special	\$44,358.22	\$44,358.22
<b>Total Current Assets</b>	<u>\$70,013.39</u>	<u>\$60,419.44</u>
<b>Total Assets</b>	<u>\$70,013.39</u>	<u>\$60,419.44</u>
<b>Liabilities</b>		
<b>Current Liabilities</b>		
Management Fees Payable	\$13,199.04	\$13,199.04
Management Fees Payable - Spec	\$37,296.65	\$37,296.65
<b>GST Liabilities</b>		
GST Paid	-\$1,474.63	-\$897.37
<b>Total GST Liabilities</b>	<u>-\$1,474.63</u>	<u>-\$897.37</u>
<b>Total Current Liabilities</b>	<u>\$49,021.26</u>	<u>\$49,698.52</u>
<b>Current Liabilities</b>		
Somersault Network Pty Ltd	-\$52,991.99	-\$52,991.99
<b>Total Current Liabilities</b>	<u>-\$52,991.99</u>	<u>-\$52,991.99</u>
<b>Total Liabilities</b>	<u>-\$3,970.73</u>	<u>-\$3,333.47</u>
<b>Net Assets</b>	<u>\$73,984.12</u>	<u>\$63,752.91</u>
<b>Members Funds</b>		
Retained Earnings	\$83,752.91	\$22,797.29
Current Year Surplus	\$10,231.21	\$40,955.62
<b>Total Members Funds</b>	<u>\$73,984.12</u>	<u>\$63,752.91</u>

**Owners Corporations Regulations 2007**

**S.R. No. 130/2007**

**SCHEDULE 3**

**Regulation 12**

**STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE  
PURCHASERS AND LOT OWNERS**

**What is an owners corporation?**

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

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

**How are decisions made by an owners corporation?**

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

**Owners corporation rules**

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

**Lot entitlement and lot liability**

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

**Further information**

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

#### **Management of an owners corporation**

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

**IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION  
OR ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS  
CORPORATION YOU SHOULD SEEK EXPERT ADVICE.**



YARRA VALLEY WATER  
ABN 93 065 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au  
yvw.com.au

21st January 2022

Falcone & Adams C/- InfoTrack C/- LANDATA  
LANDATA

Dear Falcone & Adams C/- InfoTrack C/- LANDATA,

**RE: Application for Water Information Statement**

Property Address:	13/13 VISTA COURT GEMBROOK 3783
Applicant	Falcone & Adams C/- InfoTrack C/- LANDATA LANDATA
Information Statement	30664883
Conveyancing Account Number	7959580000
Your Reference	4457

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,

Steve Lennox  
GENERAL MANAGER  
RETAIL SERVICES



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

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E enquiry@yvw.com.au  
yvw.com.au

## Yarra Valley Water Property Information Statement

Property Address	13/13 VISTA COURT GEMBROOK 3783
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

Sewerage services have been provided to this property as part of Yarra Valley Water's Community Sewerage Program. To confirm whether the property is connected to sewerage services, please contact Yarra Valley Water on 1300 853 811. For properties not currently connected to sewerage services, please contact Yarra Valley Water on 1300 651 511 to apply to connect.

Existing sewer mains will be shown on the Asset Plan.

### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

This property is connected to a pressure sewer system. As such, it is subject to special terms and conditions which are contained within the document titled "Your Pressure Sewer System - An Owners Guide". Copies of this document are available upon request by calling 1300 304 688 or can be downloaded from our website at [www.yvw.com.au/pressureguide](http://www.yvw.com.au/pressureguide)

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au  
yvw.com.au

### **Melbourne Water Encumbrance**

Property Address	13/13 VISTA COURT GEMBROOK 3783
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

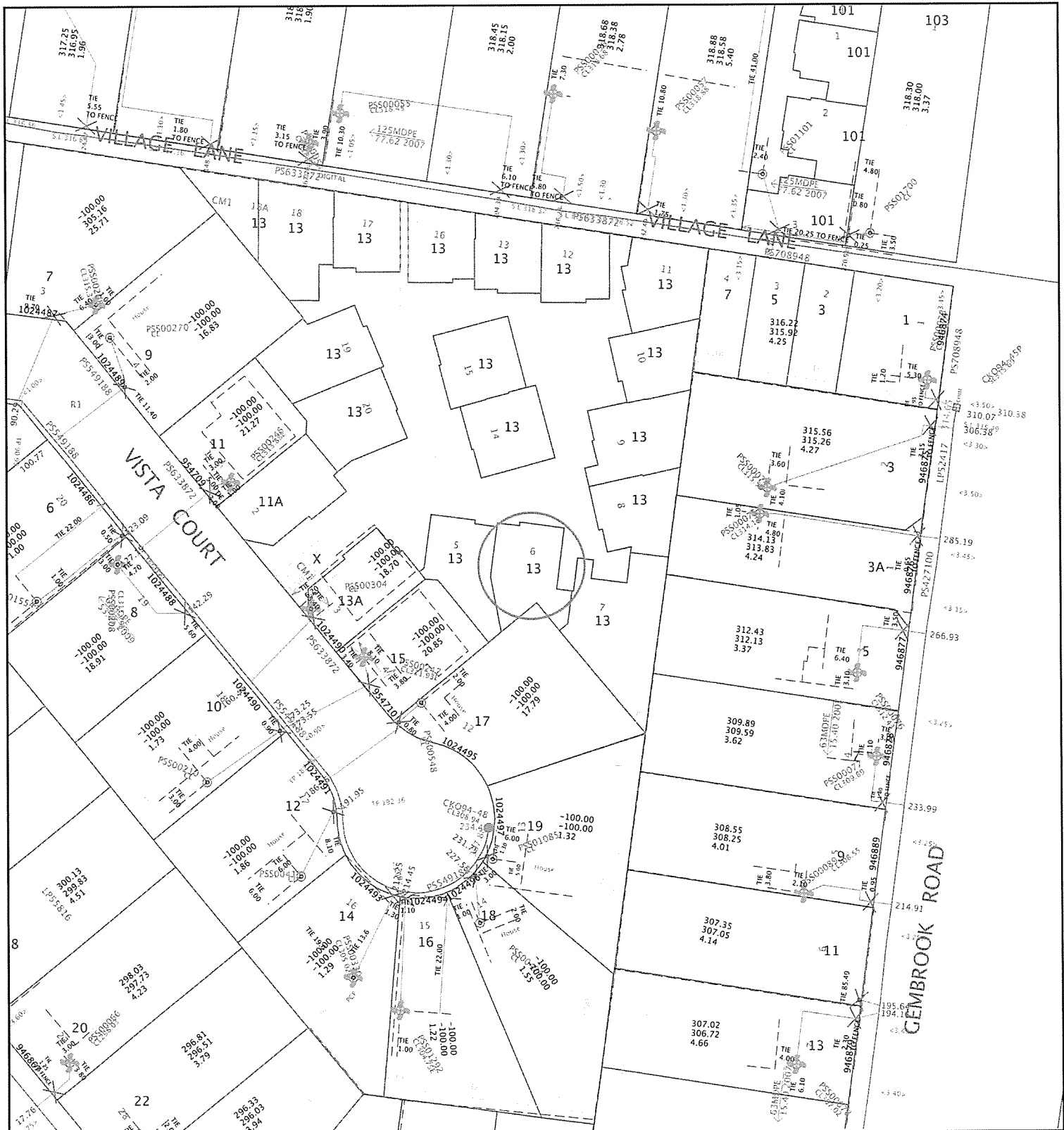
### **THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)**

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.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



**Yarra Valley Water  
Information Statement  
Number: 30664883**

<b>Address</b>	13/13 VISTA COURT GEMBROOK 3783
<b>Date</b>	21/01/2022
<b>Scale</b>	1:1000



Existing Title		Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline	
Easement		Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer		Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer		Sewer Branch			

**Disclaimer:** This information is supplied on the basis Yarra Valley Water Ltd:  
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;  
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;  
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;





YARRA VALLEY WATER  
ABN 93 066 902 501

Luoknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au  
yvw.com.au

Falcone & Adams C/- InfoTrack C/- LANDATA  
LANDATA  
certificates@landata.vic.gov.au

### RATES CERTIFICATE

Account No: 0076336575  
Rate Certificate No: 30664883

Date of Issue: 21/01/2022  
Your Ref: 4457

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 13/13 VISTA CT, GEMBROOK VIC 3783	6\PS633872	5008518	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2022 to 31-03-2022	\$19.28	\$19.28
Residential Water Usage Charge <i>Step 1 – 14.000000KL x \$2.47490000 = \$34.65</i> Estimated Average Daily Usage \$0.34	10-09-2021 to 21-12-2021	\$34.65	\$0.00
Residential Sewer Service Charge	01-01-2022 to 31-03-2022	\$110.12	\$110.12
Residential Sewer Usage Charge <i>14.000000KL x 0.908281 = 12.715939 x 0.900000 =</i> <i>11.444345 x \$1.14260000 = \$13.08</i> Estimated Average Daily Usage \$0.13	10-09-2021 to 21-12-2021	\$13.08	\$0.00
Drainage Fee	01-01-2022 to 31-03-2022	\$26.03	\$26.03

Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$4.00
	<b>Total for This Property</b>		\$159.43
	<b>Total Due</b>		\$159.43

### IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

We have changed our BPAY biller code. Please refer to the payment options and update your bank details.

GENERAL MANAGER  
RETAIL SERVICES

### Note:

- Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
- This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due

and payable to the end of the current financial quarter.

3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.

5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.

7. From 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres

8. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre

9. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre

10. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre

11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

**To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:**

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.



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E enquiry@yvw.com.au  
yvw.com.au

**Property No:** 5008518

**Address:** UNIT 13/13 VISTA CT, GEMBROOK VIC 3783

**Water Information Statement Number:** 30664883

### HOW TO PAY



**Bill**er Code: 314567  
Ref: 00763365753



**Mail a Cheque** with the Remittance Advice  
below to:  
Yarra Valley Water  
GPO Box 2860 Melbourne VIC 3001

Amount  
Paid

Date  
Paid

Receipt  
Number

**Please Note:** BPAY is available for individual property settlements.

### PROPERTY SETTLEMENT REMITTANCE ADVICE

**Property No:** 5008518

**Address:** UNIT 13/13 VISTA CT, GEMBROOK VIC 3783

**Water Information Statement Number:** 30664883

**Cheque Amount:** \$



**FALCONE & ADAMS**  
LAWYERS  
INCORPORATING ARMSTRONG ROSS LAWYERS

**GST Withholding Notice to Purchaser**

*On or after 1 July 2018, certain purchasers of a new residential premises or potential residential land will be required to withhold an amount from the contract price for payment to the Australian Taxation Office.*

**Vendor: MARGARET DOROTHY HUNTER**  
**Property: UNIT 13, 13 VISTA COURT, GEMBROOK**

Tick which is applicable to this transaction:

- The abovementioned property is a new residential premises or potential residential land.  
The amount of GST that the Purchaser will be required to pay as a withholding to the Australia Taxation Office is \$##.  
The payment will be required to be paid from the balance of the contract price on the day of settlement, namely ##.

- OR -

- The abovementioned property is a new residential premises or potential residential land.  
No amount of GST is to be withheld as I/we are not registered for GST and/or are not required to be registered for GST for the sale of the above property.

- OR -

- The abovementioned property is either an existing residential premises or commercial residential premises and therefore the Purchaser is not required to withhold GST.

Dated this 27th day of January, 2022

*Falcone & Adams*

**Falcone & Adams, Lawyers on behalf of the Vendor**

**Emerald**

323A Belgrave - Gembrook Road  
T: (03) 5968 3666  
F: (03) 5968 3060

**Belgrave**

1/1693a Burwood Hwy  
T: (03) 9754 7100

**Pakenham**

Cardinia Corporate Centre,  
Level 1, 25 John Street  
T: (03) 5941 8841

**Narre Warren**

Waterman Business Centre,  
Level 1, 64 Victor Crescent  
T: (03) 5968 3666  
(by appointment only)

**All correspondence to:**

P.O. Box 214 Emerald Vic 3782  
DX: 16001 Belgrave  
E: office@falconeadams.com.au  
W: www.falconeadams.com.au

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 21 January 2022 09:58 AM

## PROPERTY DETAILS

Address: **13/13 VISTA COURT GEMBROOK 3783**  
Lot and Plan Number: **Lot 6 PS633872**  
Standard Parcel Identifier (SPI): **6\PS633872**  
Local Government Area (Council): **CARDINIA**  
Council Property Number: **5000010422**  
Planning Scheme: **Cardinia**  
Directory Reference: **Melway 312 K11**

[www.cardinia.vic.gov.au](http://www.cardinia.vic.gov.au)

[Planning Scheme - Cardinia](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Melbourne Water Retailer: **Yarra Valley Water**  
Melbourne Water: **Inside drainage boundary**  
Power Distributor: **AUSNET**

## STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**  
Legislative Assembly: **GEMBROOK**

## OTHER

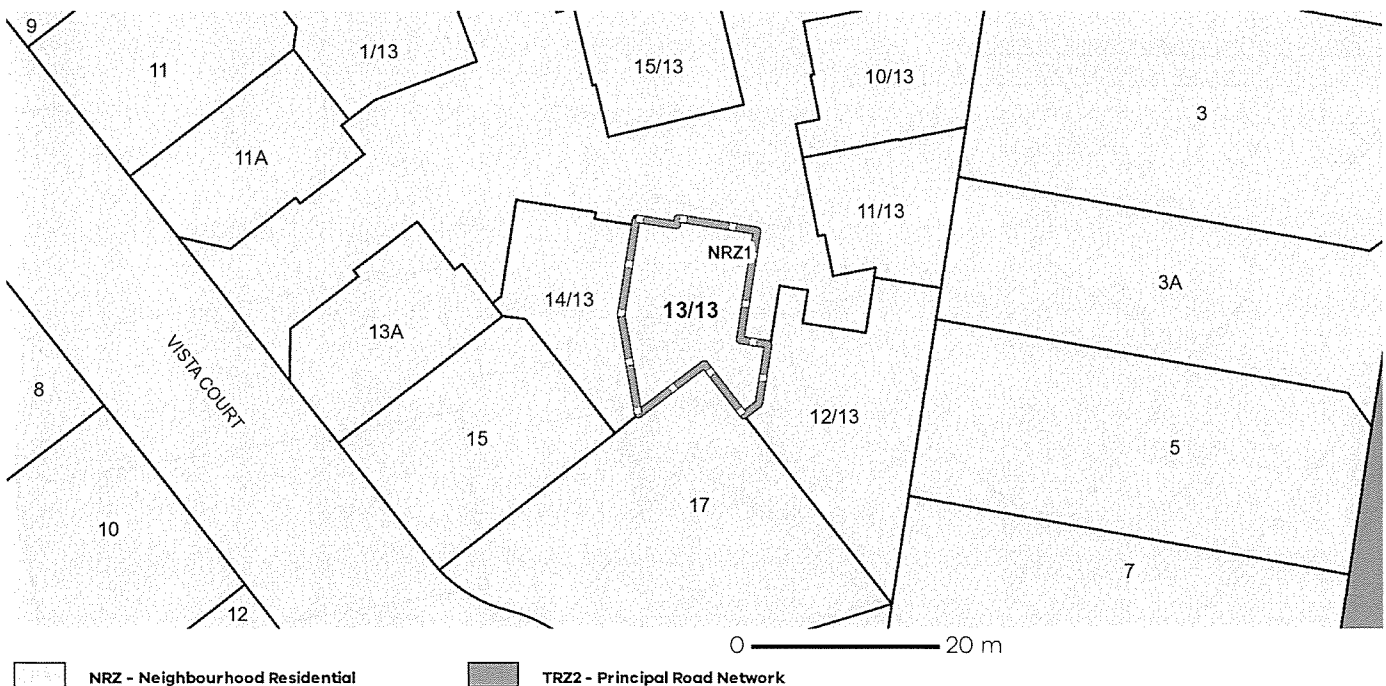
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural  
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 \(NRZ1\)](#)

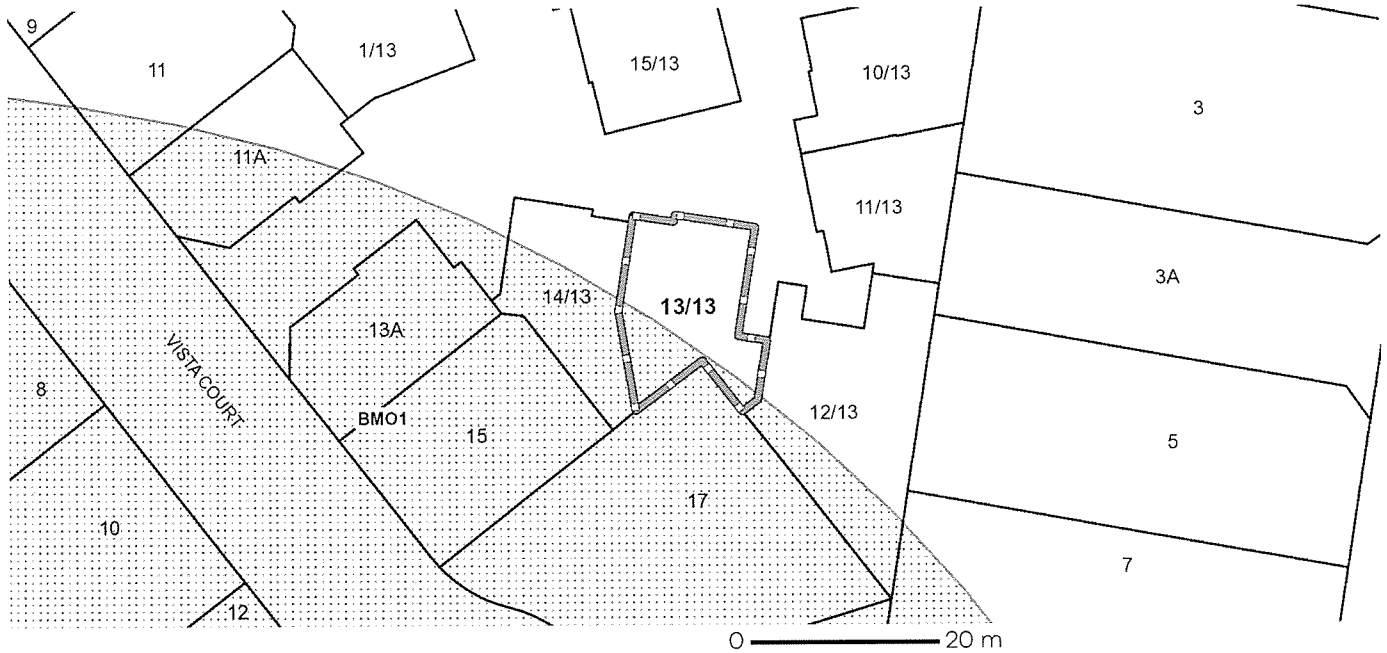



Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

## Planning Overlays

### BUSHFIRE MANAGEMENT OVERLAY (BMO)

#### BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 1 (BMO1)

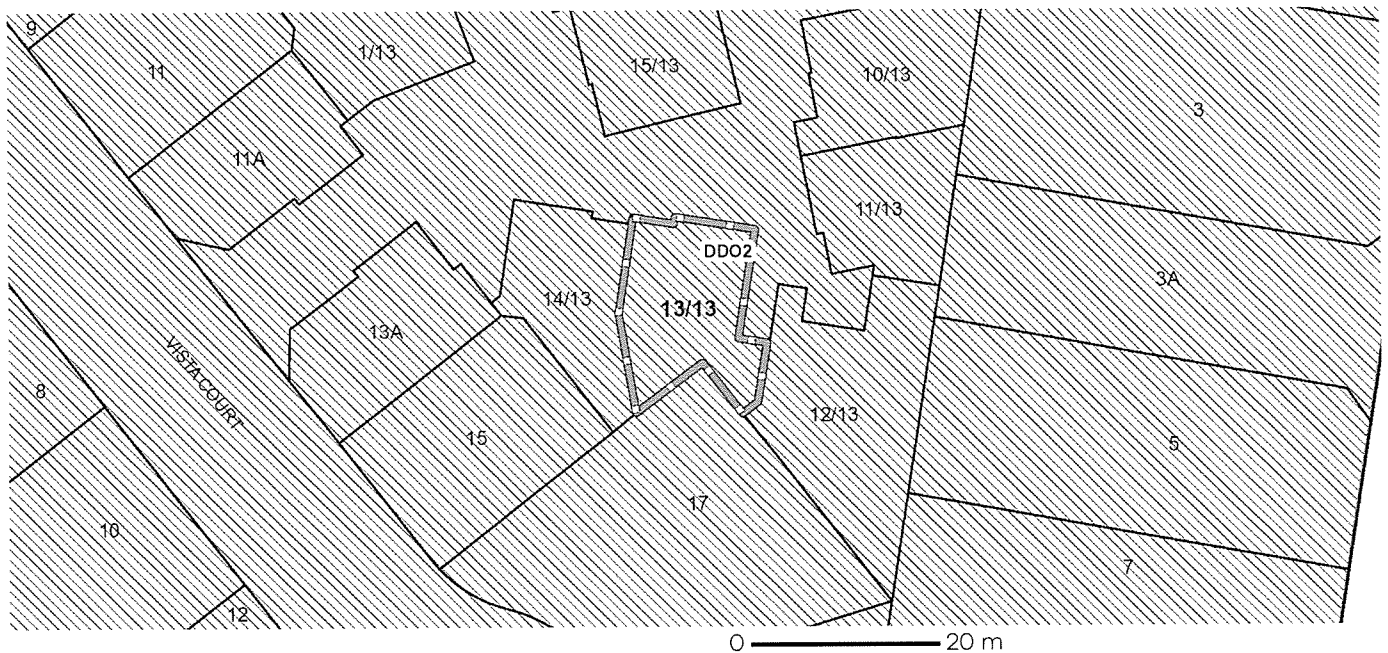


 **BMO - Bushfire Management**

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

### DESIGN AND DEVELOPMENT OVERLAY (DDO)

#### DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 2 (DDO2)



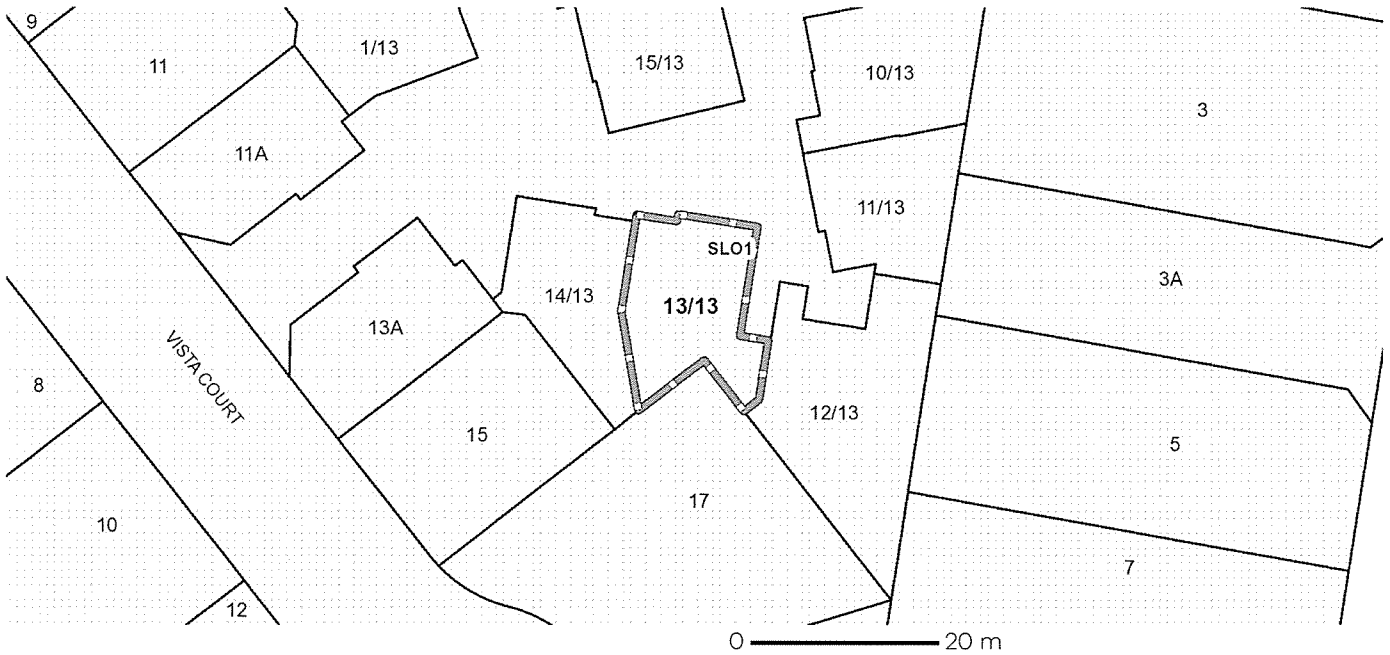
 **DDO - Design and Development**

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

## Planning Overlays

### SIGNIFICANT LANDSCAPE OVERLAY (SLO)

#### SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 1 (SLO1)

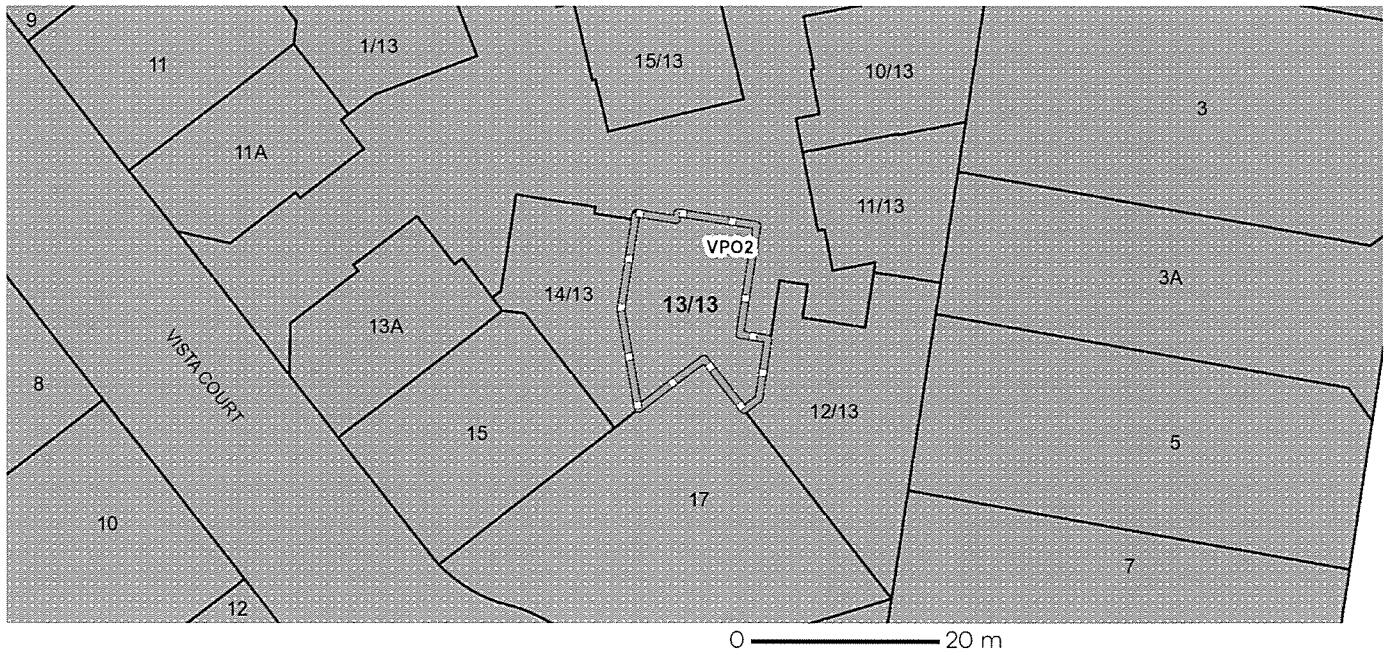


SLO - Significant Landscape

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

### VEGETATION PROTECTION OVERLAY (VPO)

#### VEGETATION PROTECTION OVERLAY - SCHEDULE 2 (VPO2)



VPO - Vegetation Protection

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 20 January 2022.

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

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

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

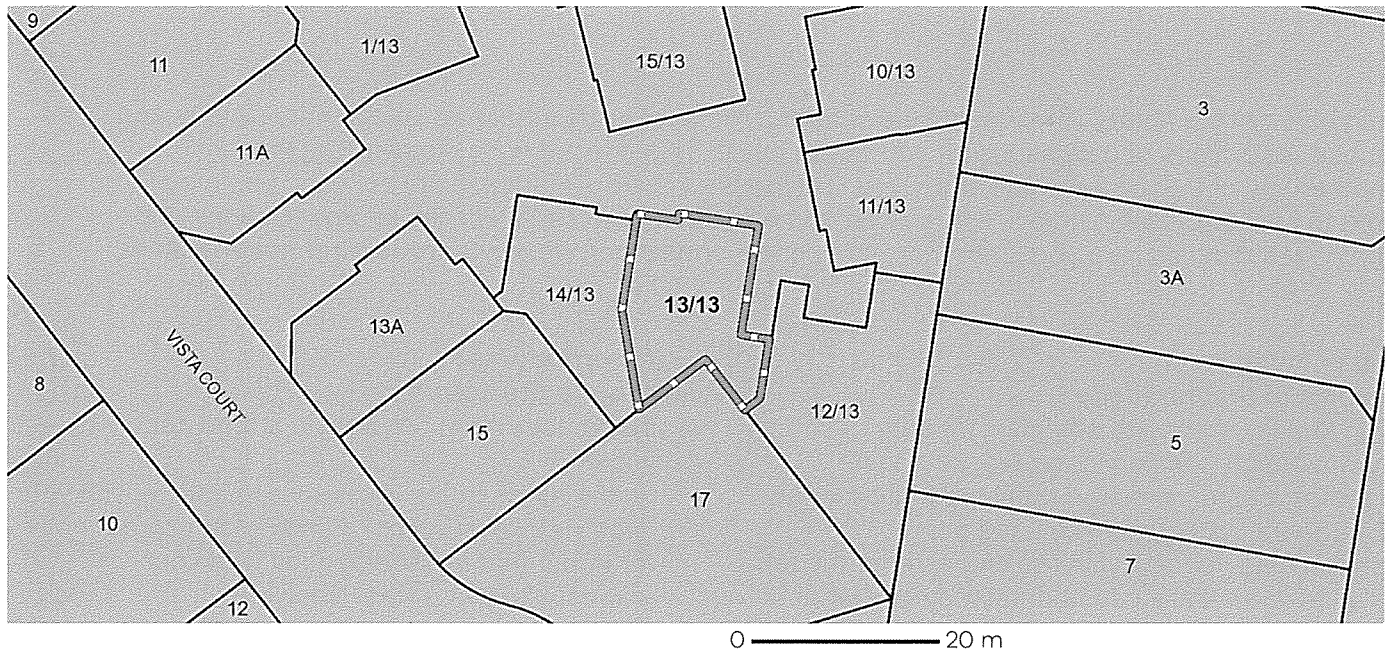
To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

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



## Designated Bushfire Prone Areas

This property is in a designated bushfire prone area.  
Special bushfire construction requirements apply. Planning provisions may apply.



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

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

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

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 his 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 \(environment.vic.gov.au\)](#)

# 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 [consumer.vic.gov.au/duediligencechecklist](http://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.