

# Contract of sale of land

**Property:** 78 MERRYVALE DRIVE, WOLLERT VIC 3750

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 **AICVIC**

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of Conveyancers (Victorian Division)

# Contract of sale of land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

You must either give the vendor or the vendor's agent written notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

### EXCEPTIONS: the 3-day cooling-off period does not apply if:

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor

## Approval

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

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**WARNING TO ESTATE AGENTS**

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

**WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.**

# Contract of sale of land

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

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

must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER:**

on

**Print name(s) of person(s) signing:**

State nature of authority, if applicable:

Not Applicable

**SIGNED BY THE PURCHASER:**

on

**Print name(s) of person(s) signing:**

State nature of authority, if applicable:

Not Applicable

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

**SIGNED BY THE VENDOR:**

on

**Print name(s) of person(s) signing:**

Danny Achilleas Charalambous

State nature of authority, if applicable:

Not Applicable

**SIGNED BY THE VENDOR:**

on

**Print name(s) of person(s) signing:**

Krystal Yvonne Pavli

State nature of authority, if applicable:

Not Applicable

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

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**Particulars of sale**

**Vendor's estate agent**

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

**Vendor**

Name:   
Address:   
ABN/ACN:   
Email:

**Vendor**

Name:   
Address:   
ABN/ACN:   
Email:

**Vendor's legal practitioner or conveyancer**

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

**Purchaser's estate agent**

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

**Purchaser**

Name:   
Address:   
ABN/ACN:   
Email:

**Purchaser**

Name:

Address:

ABN/ACN:

Email:

**Purchaser's legal practitioner or conveyancer**

Name:

Address:

Email:

Tel:  Fax:  DX:  Ref:

**Land (general conditions 7 and 13)**

The land is described in the table below -

Certificate of Title reference		being lot	on plan
Volume: <input type="text"/>	Folio: <input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is:

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

Price:

Deposit  by  (of which \$  has been paid)

Balance  payable at settlement

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST (general condition 19)**

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

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

**Settlement (general condition 17 & 26.2)**

is due on

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

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

**Lease (general condition 5.1)**

At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to\*:

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

a lease for a term ending on [ ] with [ ] options to renew, each of [ ] years

OR

a residential tenancy for a fixed term ending on [ ]

OR

a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962 if the

box is checked. (*Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions*)

**Loan** (general condition 20)

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

Lender:

[ ]

(or another lender chosen by the purchaser)

Loan amount: no more than \$ [ ] Approval date: [ ]

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked

## SPECIAL CONDITIONS

### 1. PURCHASER'S INSPECTION AND INVESTIGATION

1.1 The Purchaser acknowledges that they have inspected the structures buildings and the Land and performed all required investigations in relation to the land. The Purchaser warrants to the Vendor that, because of the Purchaser's own inspection and enquiries, the Purchaser:

- (a) Has made investigations and accepts the structures, improvements, and land as to the current nature, quality, condition, and state of repair.
- (b) Accepts that all structures or improvements on the land may not comply with applicable building codes, standards regulations and the Purchaser has made its own investigation as to the level of compliance and required building rectification work or demolition to achieve compliance.
- (c) Accepts the land as it is in its current state, and subject to all defects, whether latent or patent, noncompliance with applicable building codes standards and regulations; and
- (d) Is satisfied about the purposes for which the land may be used and about all restrictions and prohibitions on their intended use or development of the land.
- (e) Is aware that the structures and improvements on the land may not be suitable for occupation or habitation notwithstanding that an occupancy permit had been issued

#### **Warranty by the Vendor**

1.2 The Vendor gives no warranty:

- (a) That the improvements erected on the land or any alterations or additions to the improvements comply with any building legislation, regulations applicable code and standards.
- (b) As to the use to which the land may be intended to be used by the purchaser is suitable for that intended use.
- (c) That the building and structures on the land comply with any applicable building permit, approval, and regulations.
- (d) That any of the chattels appliances, fixtures or fittings in that building are operational or functional.

1.3 The Vendor has not made and shall not be construed as having made any representation or warranty that the Property is free of contaminants. Prior to entering this Contract, the Purchaser has made its own enquiries and investigations as to the environmental state of the Property and the Purchaser has relied and relies entirely on the result of its investigations and on its own judgement in entering this Contract.

#### **Claims by the Purchaser**

1.4 The Purchaser shall make no objection, claim compensation, or delay settlement or payment of the balance of the purchase price because of anything in connection with:

- (a) any improvements buildings structures erected on the land or any alterations or additions to the improvements not being in compliance with any building legislation, applicable codes and standards, building regulations.

- (b) The failure or defect (latent or patent) in any structure, improvements chattels or good which are on the land.
- (c) The nature of quality and classification of the soil and subsoil of the land.
- (d) The suitability condition or existence or non-existence of any chattels appliances, fixtures, and fittings in relation to the dwelling on the land.

## **2. NOMINATION**

General Condition 4 of the Contract of Sale is added:

- 2.1 The purchaser may no later than 10 days before the due date for settlement nominate a suitable or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
- 2.2 The nominee must pay to the Vendor's representative an amount of \$550.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred due to the nomination request.

## **3. EXTENSION/VARIATION REQUEST**

The Purchaser must pay to the Vendor's representative an amount of \$550.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred due to each extension or variation to the finance approval date, deposit payment due date, or settlement date, as requested by the Purchaser and consented to by the Vendor. This payment is payable at the time of settlement for each request made.

## **4. RESCHEDULED SETTLEMENT**

- 4.1 The purchaser must ensure the settlement occurs on the due date for settlement as set out in the particulars of this Contract (Due Date). Failure to settle by the Due Date constitutes a default under this contract.
- 4.2 In the event of a default by the Purchaser by not settling on the Due Date, the Purchaser must pay to the Vendor's representative an amount of \$550.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred for each occurrence of requesting a rescheduling of the settlement.

## **5. ADJUSTMENTS**

- 5.1 The Purchaser is responsible for ensuring the Statement of Adjustments and all relevant certificates are prepared by their representative and delivered to the Vendor's representative no later than 5 business days preceding the settlement date.
- 5.2 Should there be a delay by the Purchaser in providing the Statement of Adjustments and relevant certificates by the specified time, the Purchaser will be deemed in default of the Contract. As a result of this default, the Purchaser will incur an administration fee of \$550.00 (inclusive of GST) payable to the Vendor's representative for the delay.

## **6. DUTIES FORM**

- 6.1 The Duties Form must be completed and provided to the vendor's conveyancer no later than 5 business days prior to the settlement date.
- 6.2 If the purchaser has not completed the Duties Form as required by special condition 6.1 the purchaser will be in default of the contract and must pay to the Vendor's representative an administration fee of \$220.00 (inclusive of GST).
- 6.3 If any requests for amendments in the Duties Form made within 3 business days of the settlement date that require the parties to re-sign, the Purchaser must pay to the Vendor's representative an administration fee of \$220.00 (inclusive of GST) for each amendment.

## **7. DEFAULT NOT REMEDIED**

General Condition 35.4 of the contract of sale is added:

Should the settlement be not completed on the due date by the purchaser, the purchaser will be liable for Vendor's losses including but not limited to:

- (a) Interests on any loan secured on the property from the original settlement date until the property can settle.
- (b) Penalties, interest, and charges incurred as a result of not being able to settle a purchase of another property.
- (c) Accommodation and storage costs.
- (d) Any other reasonable costs incurred by the Vendor as a result of the default.

## **8. ON-SALE DEED**

- 8.1 The Purchaser acknowledges and agrees that this contract is subject to and conditional upon the Vendor obtaining the consent of the Head Vendor (Craigieburn Road Projects Pty Ltd) and the Purchaser entering into the On-Sale Deed.
- 8.2 The Purchaser acknowledges and agrees to comply with all obligations of the Purchaser as set out in Special Condition 10 (Design Guidelines) under the Head Contract.
- 8.3 The Purchaser acknowledges and agrees to be bound by Special Condition 21 (Fencing Notice) under the Head Contract.
- 8.4 The Purchaser acknowledges and agrees to comply with Special Condition 35 (Resales/Nominations) under the Head Contract.
- 8.5 The Purchaser must sign the On-Sale Deed on the same day the Purchaser signs this contract.
- 8.6 The Purchaser must pay the Vendor's costs of the On-Sale Deed in the amount of \$490.60 (inclusive of GST), which amount is to be adjusted in favour of the Vendor at settlement.
- 8.7 The Purchaser acknowledges that this contract is conditional on the Head Vendor entering into the ON-Sale Deed.
- 8.8 The Purchaser agrees to be bound by the terms of the Head Contract including but not limited to Special Condition 10 (Design Guidelines) and will execute the On-Sale Deed included as an Annexure to this contract.

## **9. GC 23 – Special Condition**

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

## **10. GC 28 – Special Condition**

General Condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

## General conditions

### Contract signing

#### 1. ELECTRONIC SIGNATURE

- 1.1 In this general condition “electronic signature” means a digital signature or a visual representation of a person’s handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and “electronically signed” has a corresponding meaning.
- 1.2 The parties’ consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

#### 2. LIABILITY OF SIGNATORY

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

#### 3. GUARANTEE

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

#### 4. NOMINEE

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

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## Title

#### 5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
  - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
  - (b) any reservations, exceptions and conditions in the crown grant; and
  - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

#### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
  - (b) require the vendor to amend title or pay any cost of amending title.

## 8. SERVICES

- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

## 11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—  
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

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## Money

### 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

**15. DEPOSIT BOND**

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

**16. BANK GUARANTEE**

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

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

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

## 17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
  - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
  - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

## 18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

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

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

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

## 19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
  - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
  - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
  - (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
  - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (b) 'GST' includes penalties and interest.

## 20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
  - (a) immediately applied for the loan; and
  - (b) did everything reasonably required to obtain approval of the loan; and
  - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
  - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

## 21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
  - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## 22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

## 23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
  - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
  - (a) settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
  - (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgement network.However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
  - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

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## Transactional

### 26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

### 27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
  - (b) by pre-paid post, or
  - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## 28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

## 29. INSPECTION

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

## 30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
  - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
  - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
  - (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
  - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
  - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
  - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
  - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
  - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
  - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
  - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
  - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## 32. BREACH

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
  - (i) the default is remedied; and
  - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

### 35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
  - (i) retain the property and sue for damages for breach of contract; or
  - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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



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# Vendor Statement

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

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

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

<b>Land</b>	78 MERRYVALE DRIVE, WOLLERT VIC 3750	
<b>Vendor's name</b>	Danny Achilleas Charalambous	<b>Date</b> 12/03/2025
<b>Vendor's signature</b>		
<b>Vendor's name</b>	Krystal Yvonne Pavli	<b>Date</b> 12/03/2025
<b>Vendor's signature</b>		
<b>Purchaser's name</b>		<b>Date</b>
<b>Purchaser's signature</b>		
<b>Purchaser's name</b>		<b>Date</b>
<b>Purchaser's signature</b>		

## Important information

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## 1. FINANCIAL MATTERS

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

Are contained in the attached certificate/s.

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

\$  To \$

Other particulars (Including dates) and times of payments:

---

### 1.3 Terms of Contract

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

Not applicable.

### 1.4 Sale Subject to Mortgage

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

Not applicable.

### 1.5 Land subject to Tax Reform scheme

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

#### (a) Reform Act 2024?

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

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

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

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

## 2. INSURANCE

### 2.1 Damage and Destruction

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

Not applicable.

### 2.2 Owner-Builder

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

Not applicable.

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

### 3. LAND USE

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

Not applicable.

#### 3.2 Road Access

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

#### 3.3 Designated Bushfire Prone Area

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

#### 3.4 Planning Scheme

Attached is a certificate with the required specified information

### 4. NOTICES

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

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

Are contained in the attached certificates and/or statements.

#### 4.2 Agricultural Chemicals

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

#### 4.3 Compulsory Acquisition

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

### 5. BUILDING PERMITS

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

Not applicable.

### 6. OWNERS CORPORATION

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

6.2 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:

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

**9. TITLE**

Attached are copies of the following documents:

**9.1 (a) Registered Title**

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

**10. SUBDIVISION**

**10.1 Unregistered Subdivision**

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

**10.2 Staged Subdivision**

Not applicable.

**10.3 Further Plan of Subdivision**

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

Not Applicable

**11.  DISCLOSURE OF ENERGY INFORMATION**

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

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

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

Not applicable.

**12. DUE DILIGENCE CHECKLIST**

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

**13. ATTACHMENTS**

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

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

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

*Mortgage) applies)*

78 MERRYVALE DRIVE, WOLLERT VIC 3750  
Register Search Statement (Copy of Title) - Volume 12515 Folio 969  
Copy of Plan - PS819166Y  
Owners Corporation Basic Report - 2/PS819166Y  
Owners Corporation Basic Report - 1/PS819166Y  
Vicroads: Vicroads Certificate - 12515/969  
Quantum United Management: 1/PS819166Y - Section 151 Certificate from Owners Corporation  
Whittlesea: Land Information Certificate - 12515/969  
DELWP: Planning Certificate Express - 12515/969  
DELWP: Designated Bushfire Prone Area(s) and Planning Report - 12515/969  
Yarra Valley Water: Water Information Statement - 12515/969  
State Revenue Office: Land Tax Certificate - 12515/969 - 78 MERRYVALE DRIVE, WOLLERT VIC 3750

# Due diligence checklist

## What you need to know before buying a residential property

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

### Urban living

#### ***Moving to the inner city?***

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

#### ***Is the property subject to an owners corporation?***

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

### Growth areas

#### ***Are you moving to a growth area?***

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

### Flood and fire risk

#### ***Does this property experience flooding or bushfire?***

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

## Rural properties

### ***Moving to the country?***

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

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

### ***Can you build new dwellings?***

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

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

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

## Soil and groundwater contamination

### ***Has previous land use affected the soil or groundwater?***

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

## Land boundaries

### ***Do you know the exact boundary of the property?***

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

## Planning controls

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

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

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

### ***Are there any proposed or granted planning permits?***

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

## Safety

### ***Is the building safe to live in?***

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

## Building permits

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

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

### ***Are any recent building or renovation works covered by insurance?***

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

## Utilities and essential services

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

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

## Buyers' rights

### ***Do you know your rights when buying a property?***

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

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

Page 1 of 2

VOLUME 12515 FOLIO 969

Security no : 124122428970L  
Produced 27/02/2025 11:10 PM

**LAND DESCRIPTION**

Lot 1615 on Plan of Subdivision 819166Y.  
PARENT TITLE Volume 12514 Folio 023  
Created by instrument PS819166Y Stage 16 23/11/2023

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
KRYSTAL YVONNE PAVLI  
DANNY ACHILLEAS CHARALAMBOUS both of 78 MERRYVALE DRIVE WOLLERT VIC 3750  
AX530326Q 07/12/2023

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AX530327N 07/12/2023  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS819166Y 23/11/2023

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  
AX013422E 05/07/2023

**DIAGRAM LOCATION**

SEE PS819166Y 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: 78 MERRYVALE DRIVE WOLLERT VIC 3750

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 07/12/2023

**OWNERS CORPORATIONS**

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

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Page 2 of 2

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS819166Y

DOCUMENT END

# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS819166Y</b>
Number of Pages (excluding this cover sheet)	<b>46</b>
Document Assembled	<b>27/02/2025 23:10</b>

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**PS 819166Y**

**EASEMENT INFORMATION**

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour of
E-1	DRAINAGE	SEE DIAG	PS 803931Y	WHITTLESEA CITY COUNCIL
E-1	SEWERAGE	SEE DIAG	PS 803931Y	YARRA VALLEY WATER CORPORATION
E-2	CARRIAGEWAY	4	THIS PLAN	MINISTER FOR ENERGY, ENVIRONMENT AND CLIMATE CHANGE
E-3	DRAINAGE	SEE DIAG	THIS PLAN	WHITTLESEA CITY COUNCIL
E-3	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-4	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-5	CARRIAGEWAY	SEE DIAG	PS 825335S	VOL 12084 FOL 226
E-5	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-5	SUPPLY OF WATER (THROUGH UNDERGROUND PIPES)	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-6	CARRIAGEWAY	SEE DIAG	PS 825335S	VOL 12084 FOL 226
E-6	POWERLINE	SEE DIAG	THIS PLAN - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000	AUSNET ELECTRICITY SERVICES PTY. LTD.
E-6	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-6	SUPPLY OF WATER (THROUGH UNDERGROUND PIPES)	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-7	DRAINAGE	SEE DIAG	THIS PLAN	WHITTLESEA CITY COUNCIL
E-8	PARTY WALL	0.15	THIS PLAN	RELEVANT ABUTTING LOT
E-9	POWERLINE	SEE DIAG	THIS PLAN - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000	AUSNET ELECTRICITY SERVICES PTY. LTD.
E-10	FOOTWAY	SEE DIAG	THIS PLAN	WHITTLESEA CITY COUNCIL
E-11	FOOTWAY	SEE DIAG	THIS PLAN	WHITTLESEA CITY COUNCIL
E-11	DRAINAGE	SEE DIAG	THIS PLAN	WHITTLESEA CITY COUNCIL
E-12	FOOTWAY	SEE DIAG	THIS PLAN	WHITTLESEA CITY COUNCIL
E-12	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-13	FOOTWAY	SEE DIAG	THIS PLAN	WHITTLESEA CITY COUNCIL
E-13	DRAINAGE	SEE DIAG	THIS PLAN	WHITTLESEA CITY COUNCIL
E-13	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-14	WETLAND, FLOODWAY, DRAINAGE AND STORMWATER QUALITY MANAGEMENT AS SET OUT IN MEMORANDUM OF COMMON PROVISIONS No.AA2741	SEE DIAG	THIS PLAN	MELBOURNE WATER CORPORATION
E-15	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-15	WETLAND, FLOODWAY, DRAINAGE AND STORMWATER QUALITY MANAGEMENT AS SET OUT IN MEMORANDUM OF COMMON PROVISIONS No.AA2741	SEE DIAG	THIS PLAN	MELBOURNE WATER CORPORATION
A-1	CARRIAGEWAY	4	PS 825335S	VOL 12084 FOL 226
E-16	SEWERAGE AS SET OUT IN MEMORANDUM OF COMMON PROVISIONS No.AA3706	SEE DIAG	AX829359J	YARRA VALLEY WATER CORPORATION
E-17	SUPPLY OF WATER (THROUGH UNDERGROUND PIPES)	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-17	GAS SUPPLY	SEE DIAG	THIS PLAN	AUSTRALIAN GAS NETWORKS (VIC) PTY. LTD.
E-20	SUPPLY OF WATER (THROUGH UNDERGROUND PIPES)	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-80	CARRIAGEWAY	16	AU396403T	VOL. 12309 FOL. 984 TO 987



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Version: 1

ORIGINAL SHEET  
SIZE: A3

SHEET 2

PS 819166Y



SEE SHEET 4

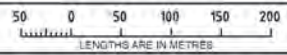
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SEE SHEETS 5 & 8



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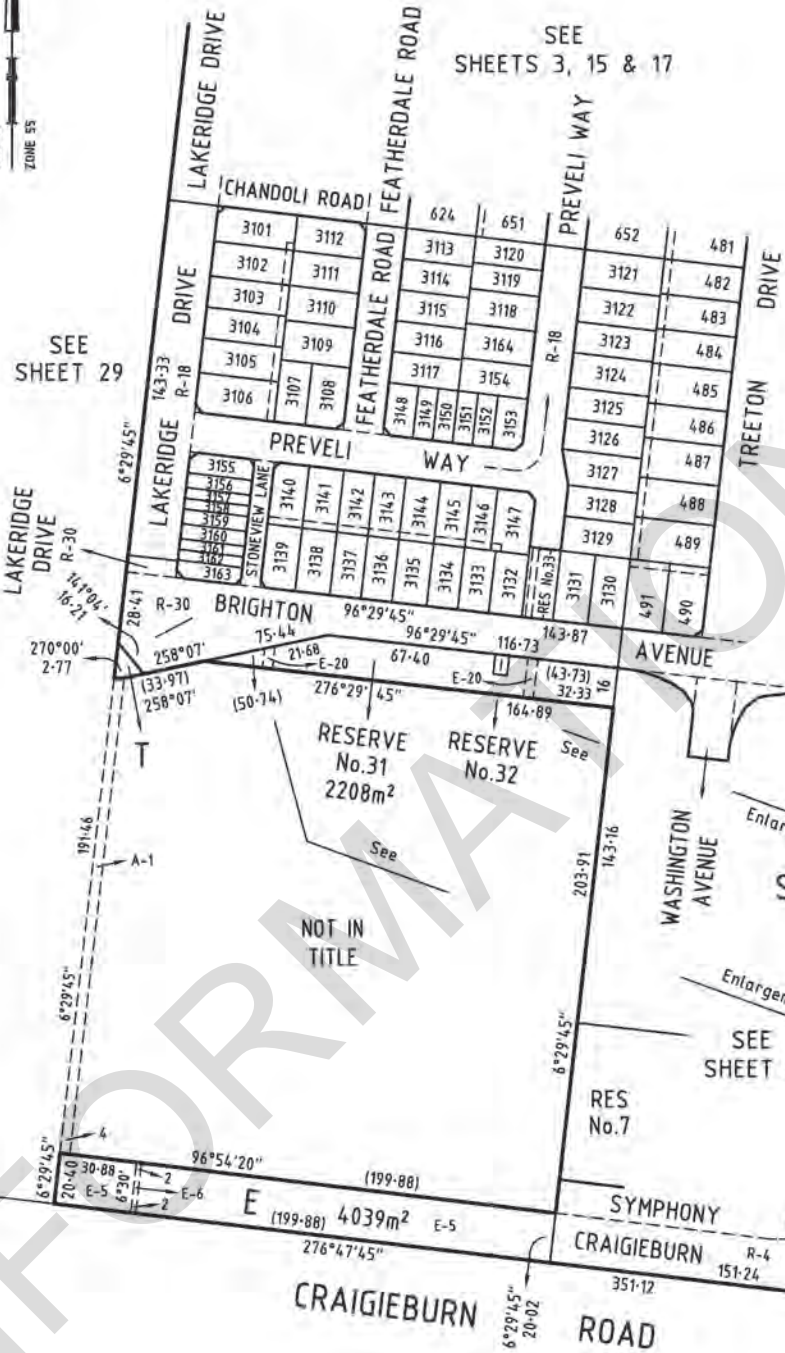


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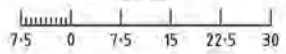
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**ENLARGEMENTS**  
1:750



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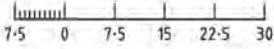
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PS 819166Y

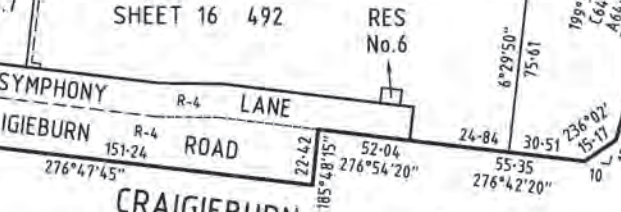
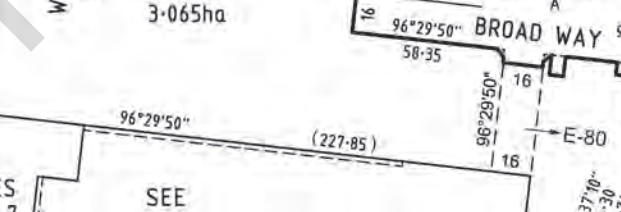
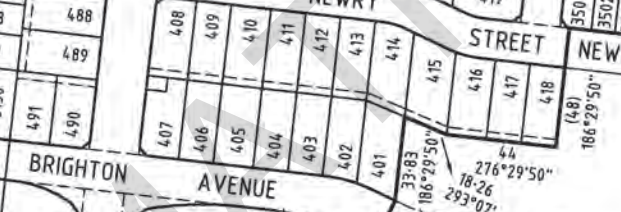
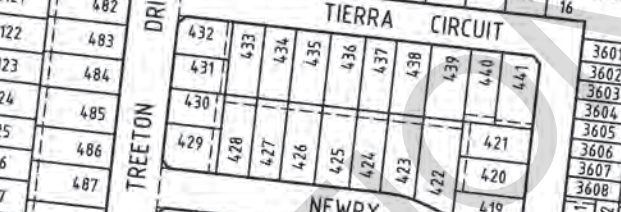
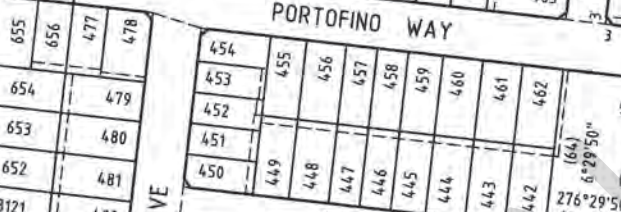
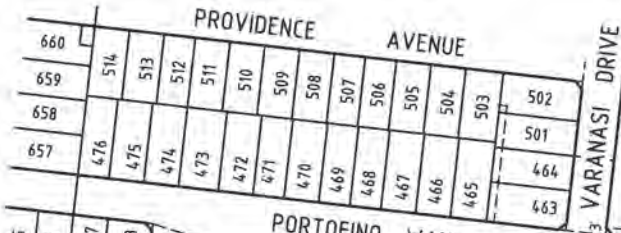


ENLARGEMENT A

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SEE SHEET 6



SEE SHEET 11

SEE SHEETS 4 & 10

SEE SHEETS 4 & 9

BRIGHTON AVENUE RESERVE No.31

NOT IN TITLE

SEE SHEET 4

S10 3.065ha

SEE SHEET 16 492

RES No.7

SEE ENLARGEMENT A

RES No.6



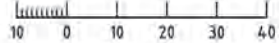
SEE SHEETS 19 & 20

SEE SHEET 8

S10

ENLARGEMENT B

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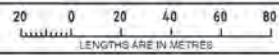


SEE SHEET 8



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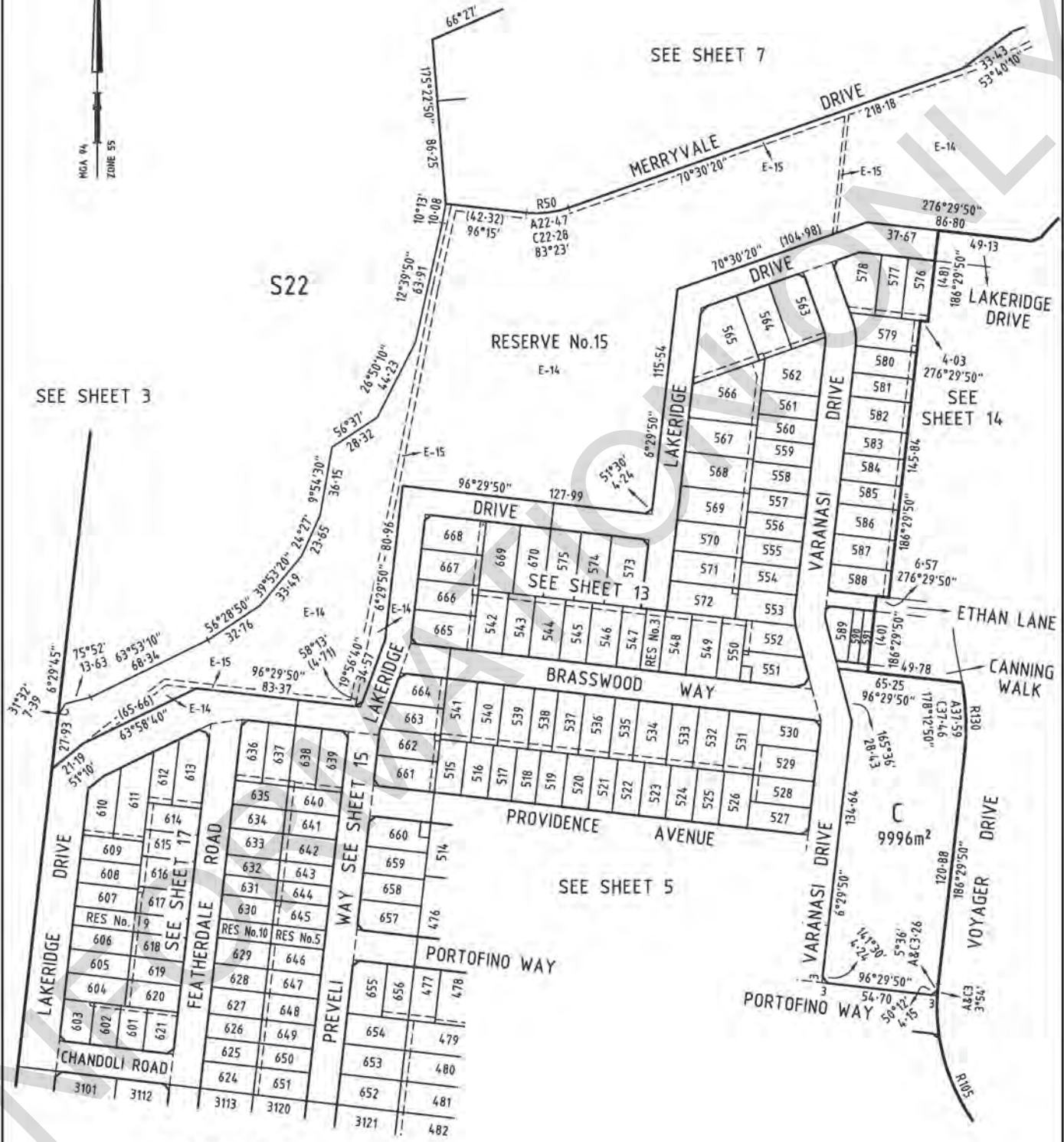


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SHEET 5

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Version: 1

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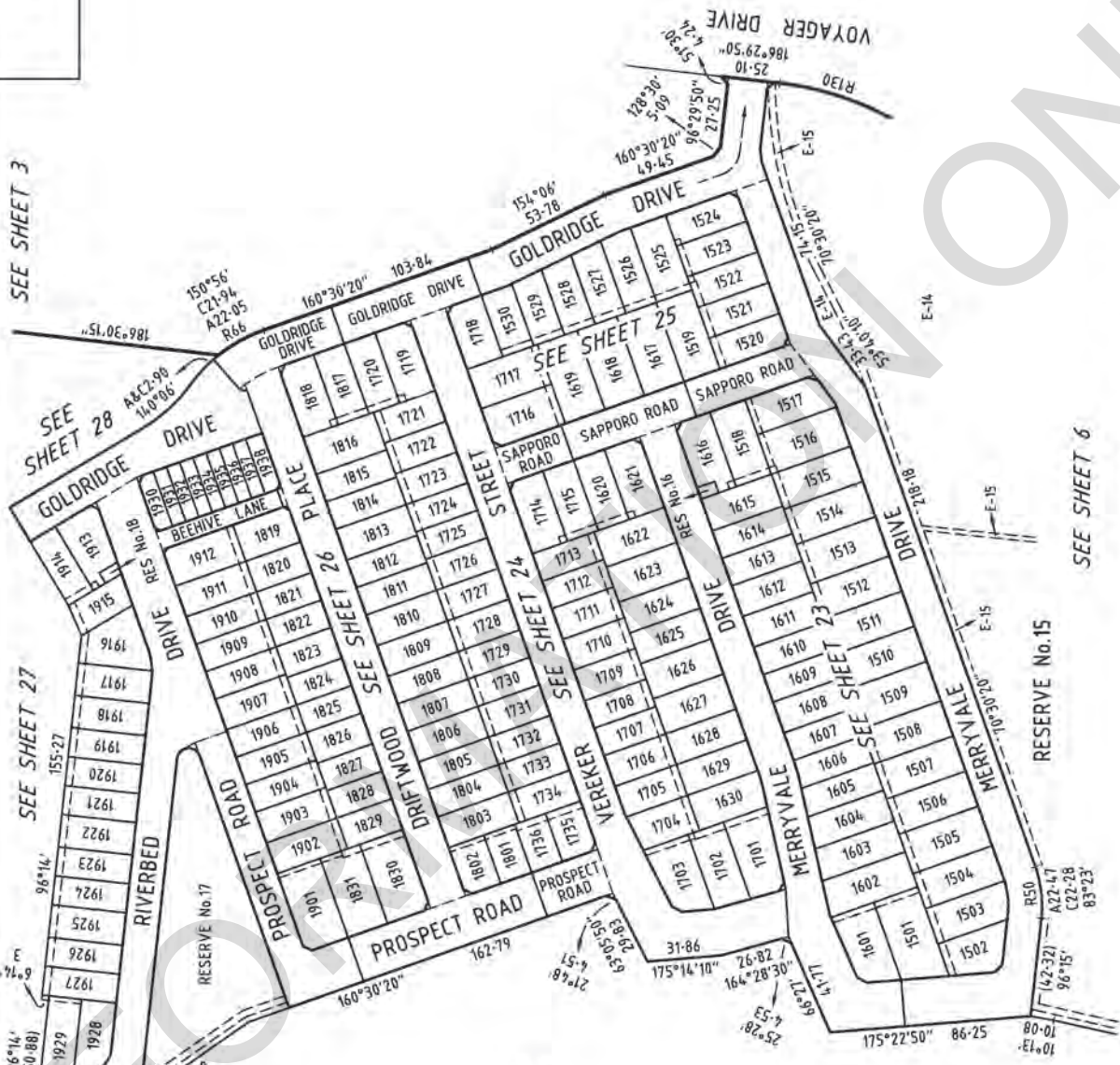
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 Licensed Surveyor: Mark Oswald Stansfield  
 Ref: 310685SV00C  
 Version: 1

ORIGINAL SHEET SIZE: A3  
 SHEET 6

PS 819166Y



SEE SHEET 3

SEE SHEET 27

SEE SHEET 28

SEE SHEET 26

SEE SHEET 25

SEE SHEET 6



SHEET 7

ORIGINAL SHEET SIZE: A3

SCALE 1: 2000

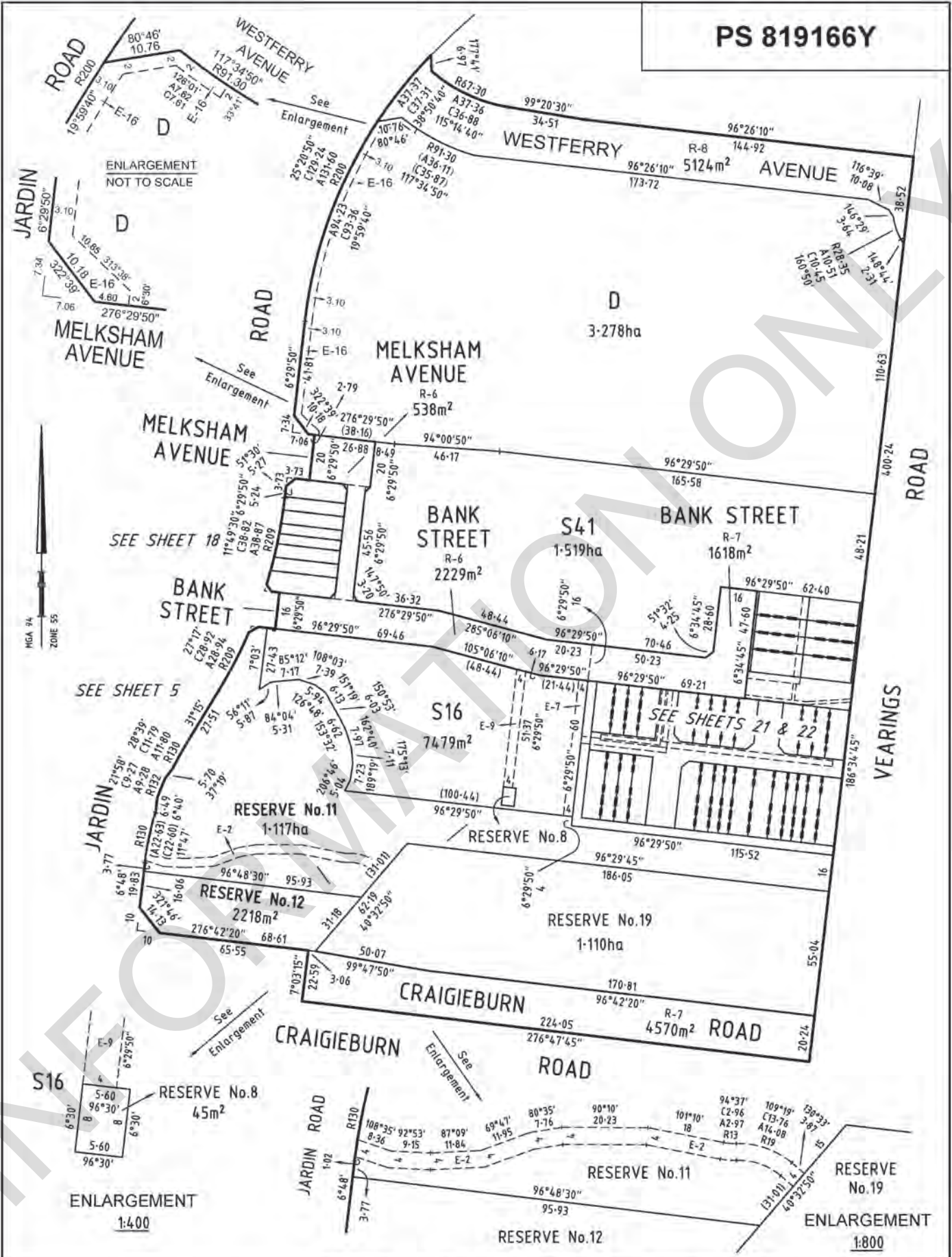
LENGTHS ARE IN METRES

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Version: 1

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MGA 94  
ZONE 55

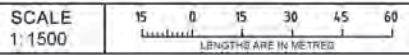
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NOT TO SCALE

ENLARGEMENT  
1:400

ENLARGEMENT  
1:800



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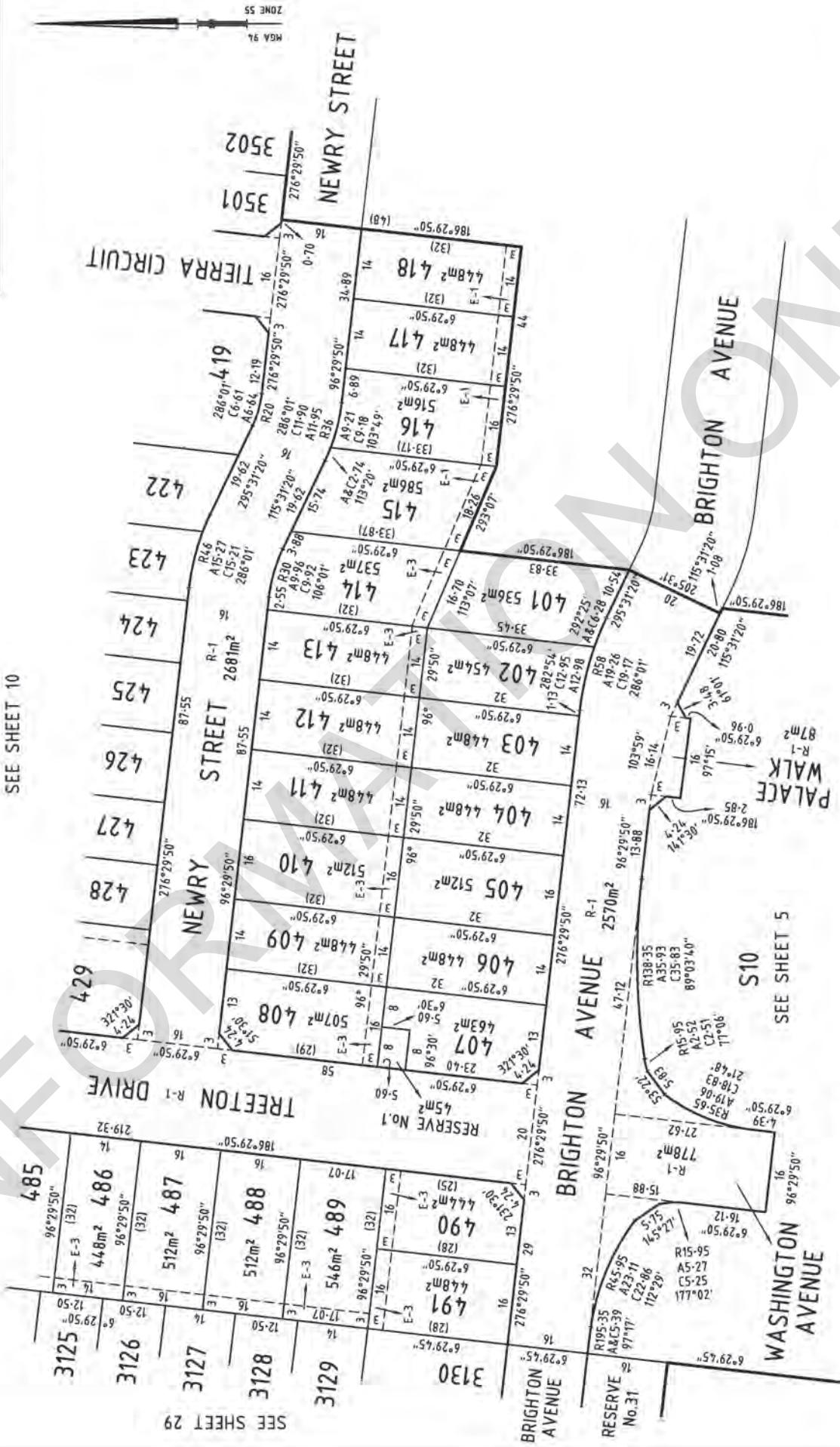
ORIGINAL SHEET  
SIZE: A3

SHEET 8

Licensed Surveyor: Mark Oswald Stansfield  
Ref: 309182SV00C  
Version: 1

PS 819166Y

SEE SHEET 10



SEE SHEET 29

3125	485	96°29'50"	14	16	186°29'50"
3126	486	96°29'50"	14	16	186°29'50"
3127	487	96°29'50"	14	16	186°29'50"
3128	488	96°29'50"	14	16	186°29'50"
3129	489	96°29'50"	14	16	186°29'50"
3130	490	96°29'50"	14	16	186°29'50"
	491	96°29'50"	14	16	186°29'50"
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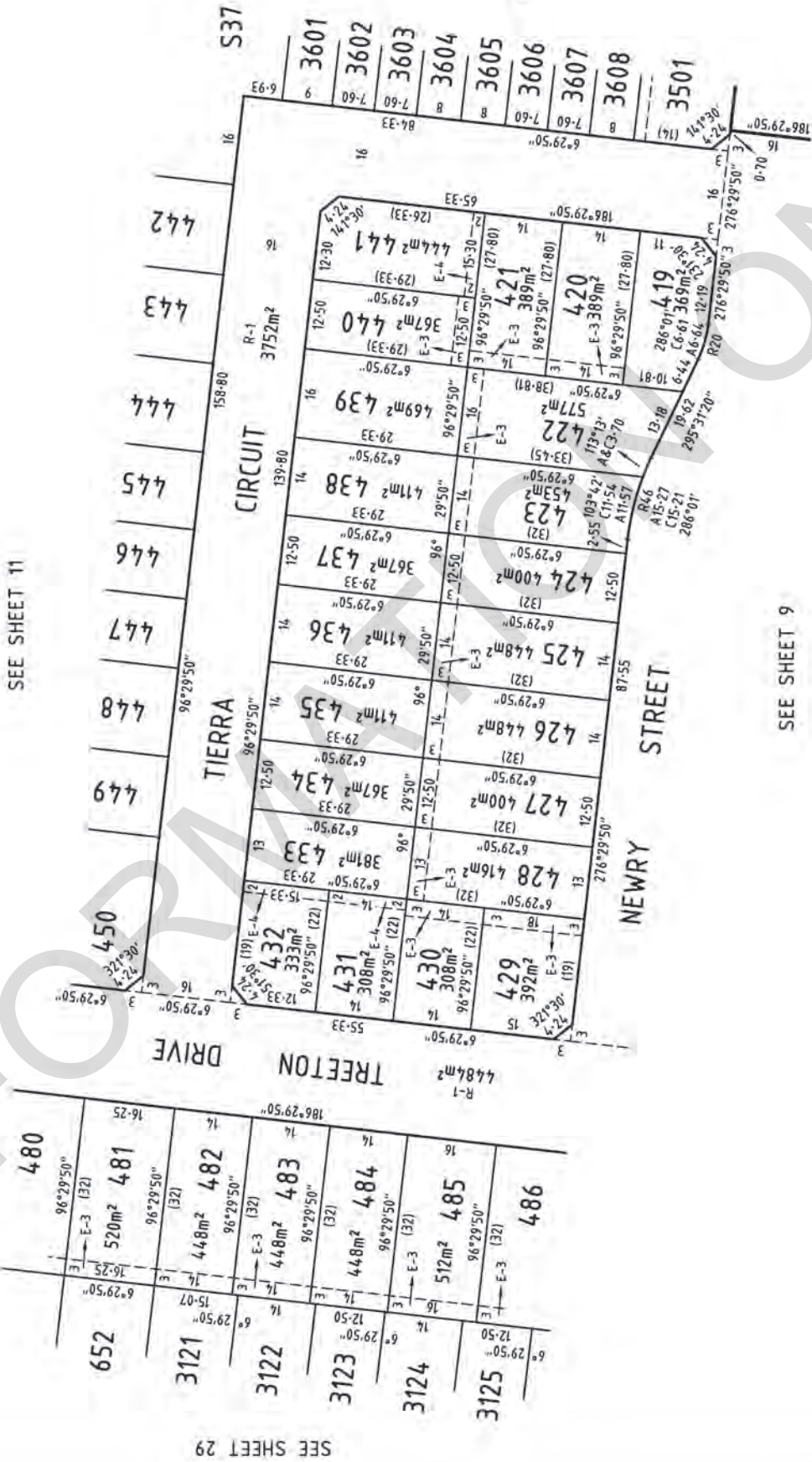
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	LENGTHS ARE IN METRES						SIZE: A3	

Licensed Surveyor: Mark Oswald Stansfield  
 Ref: 310685SV00C  
 Version: 1

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SEE SHEET 19

SEE SHEET 11

SEE SHEET 9

SHEET 10

ORIGINAL SHEET SIZE: A3

SCALE 1: 750

LENGTHS ARE IN METRES

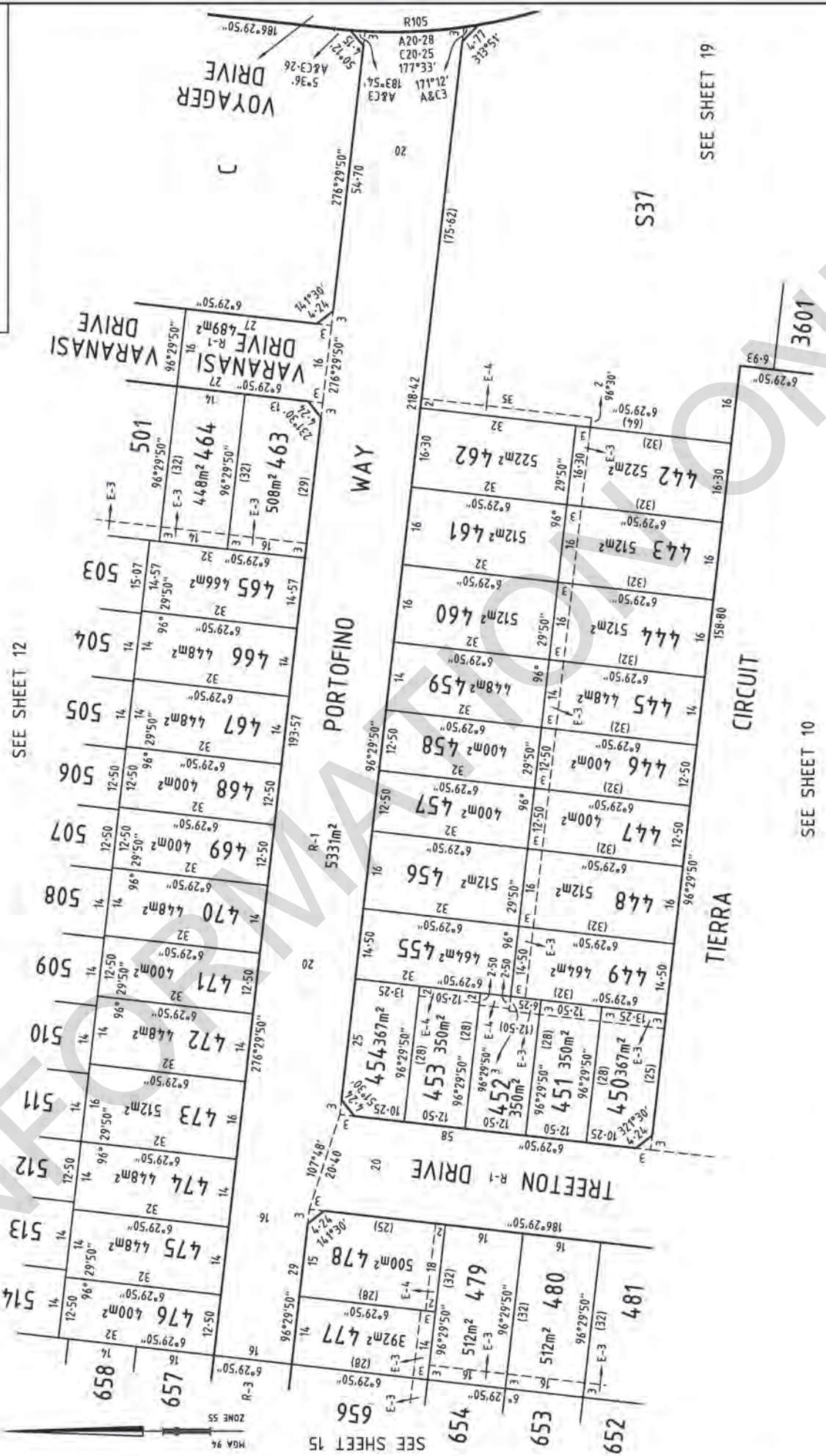
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Version: 1

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SEE SHEET 29

PS 819166Y



SCALE 1: 750	7.5	0	7.5	15	22.5	30	ORIGINAL SHEET SIZE: A3	SHEET 11
LENGTHS ARE IN METRES								

Licensed Surveyor: Mark Oswald Stansfield  
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 Version: 1

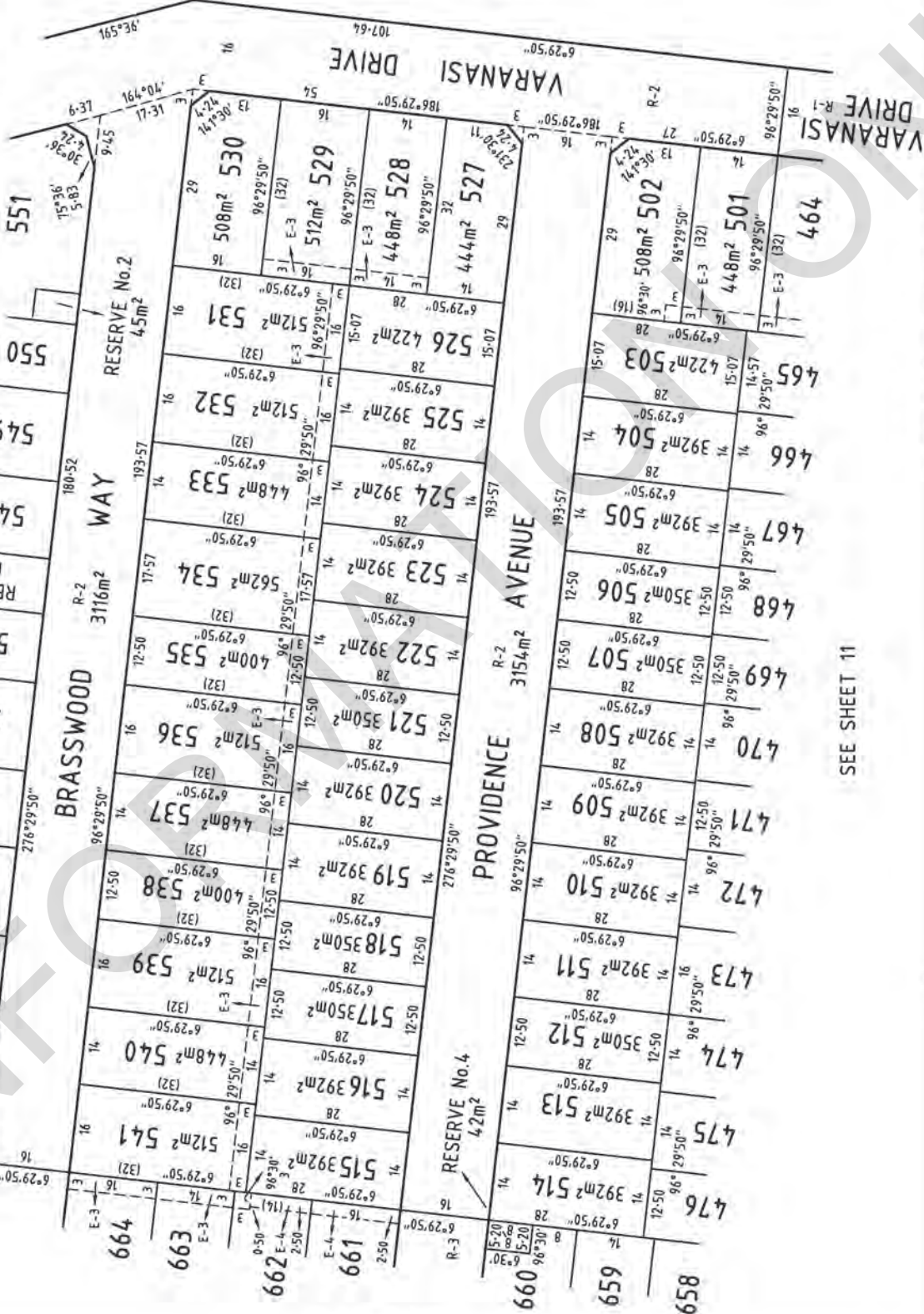
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PS 819166Y



SEE SHEETS  
3 & 6

SEE SHEET 13



SEE SHEET 15

SHEET 12

ORIGINAL SHEET  
SIZE: A3

SCALE  
1: 750

LENGTHS ARE IN METRES

Licensed Surveyor: Mark Oswald Stansfield  
Ref: 309254SV00C  
Version: 1

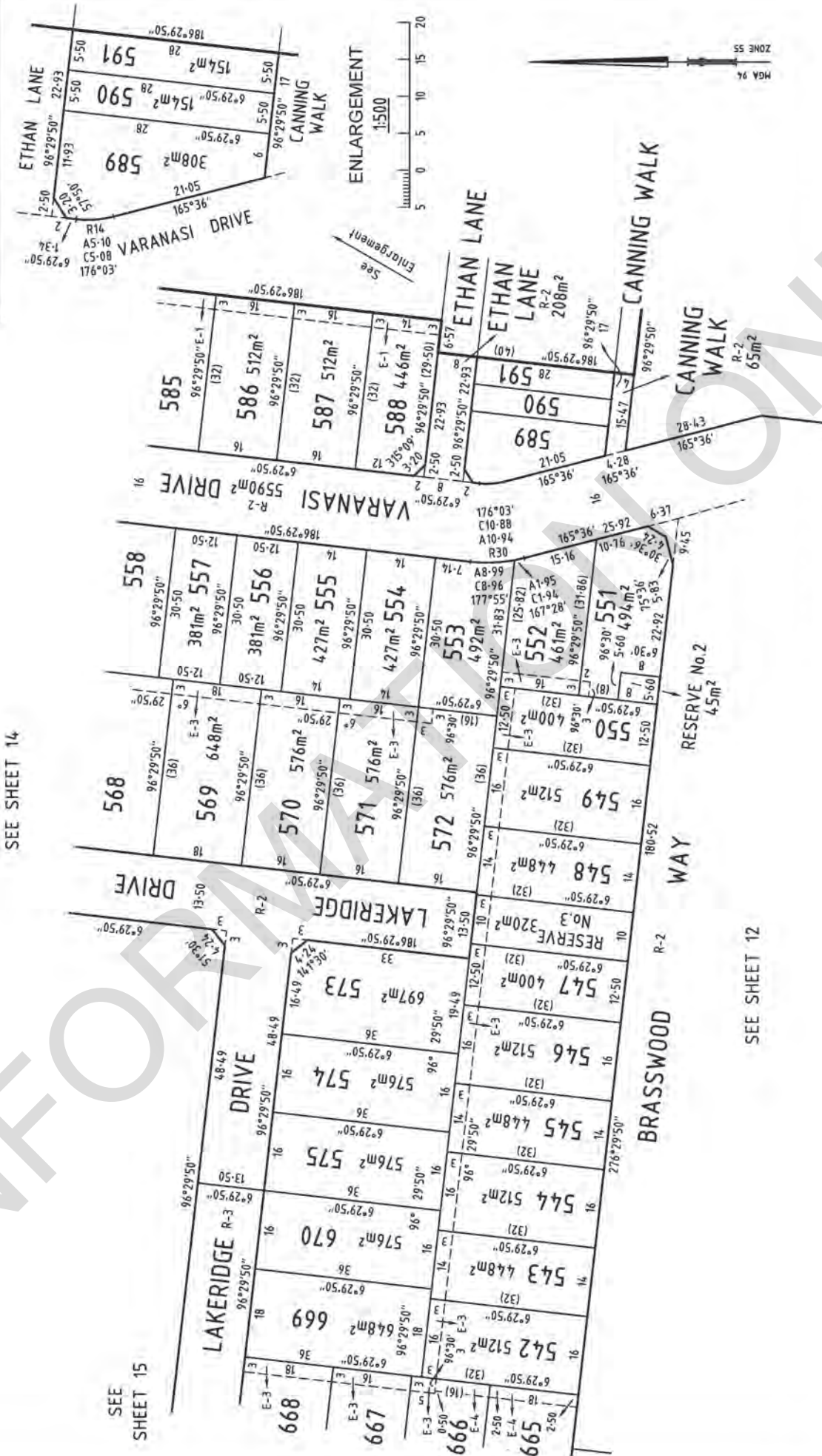
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PS 819166Y

SEE SHEET 14

SEE SHEET 15



SCALE	7.5	0	7.5	15	22.5	30
1: 750	LENGTHS ARE IN METRES					
ORIGINAL SHEET	SIZE: A3					
SHEET	13					

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 Version: 1

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SEE SHEET 23



RESERVE No.15

E-14

SEE SHEET 13

SHEET 14

ORIGINAL SHEET SIZE: A3

SCALE 1: 750

LENGTHS ARE IN METRES

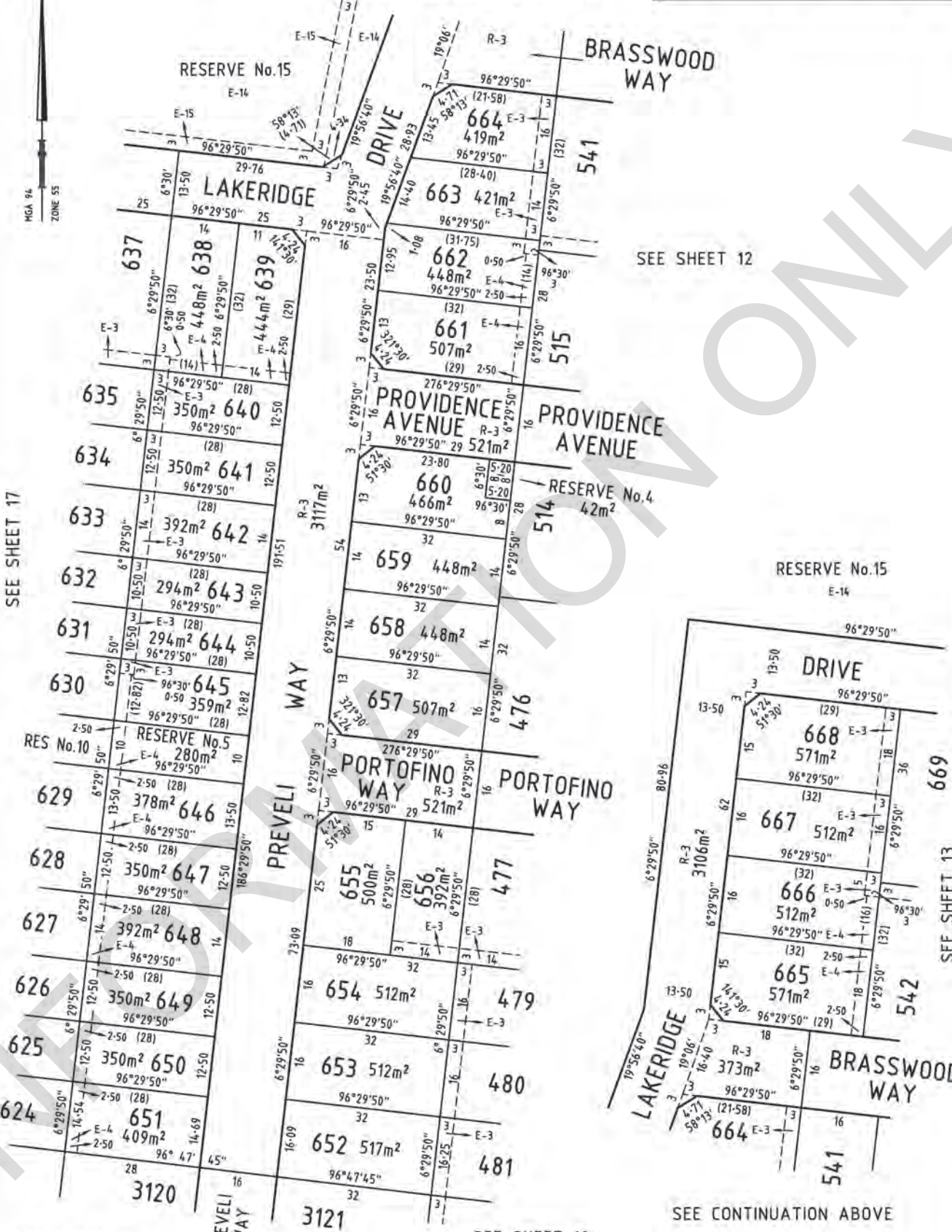
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Version: 1

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SEE CONTINUATION BELOW



SEE SHEET 17

SEE SHEET 12

SEE SHEET 29

SEE SHEET 10

SEE CONTINUATION ABOVE



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SCALE 1:750  
7.5 0 7.5 15 22.5 30  
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

SHEET 15

Licensed Surveyor: Mark Oswald Stansfield  
Ref: 310685SV00C  
Version: 1



PS 819166Y

SEE SHEET 3



S22

RESERVE No.15

E-14

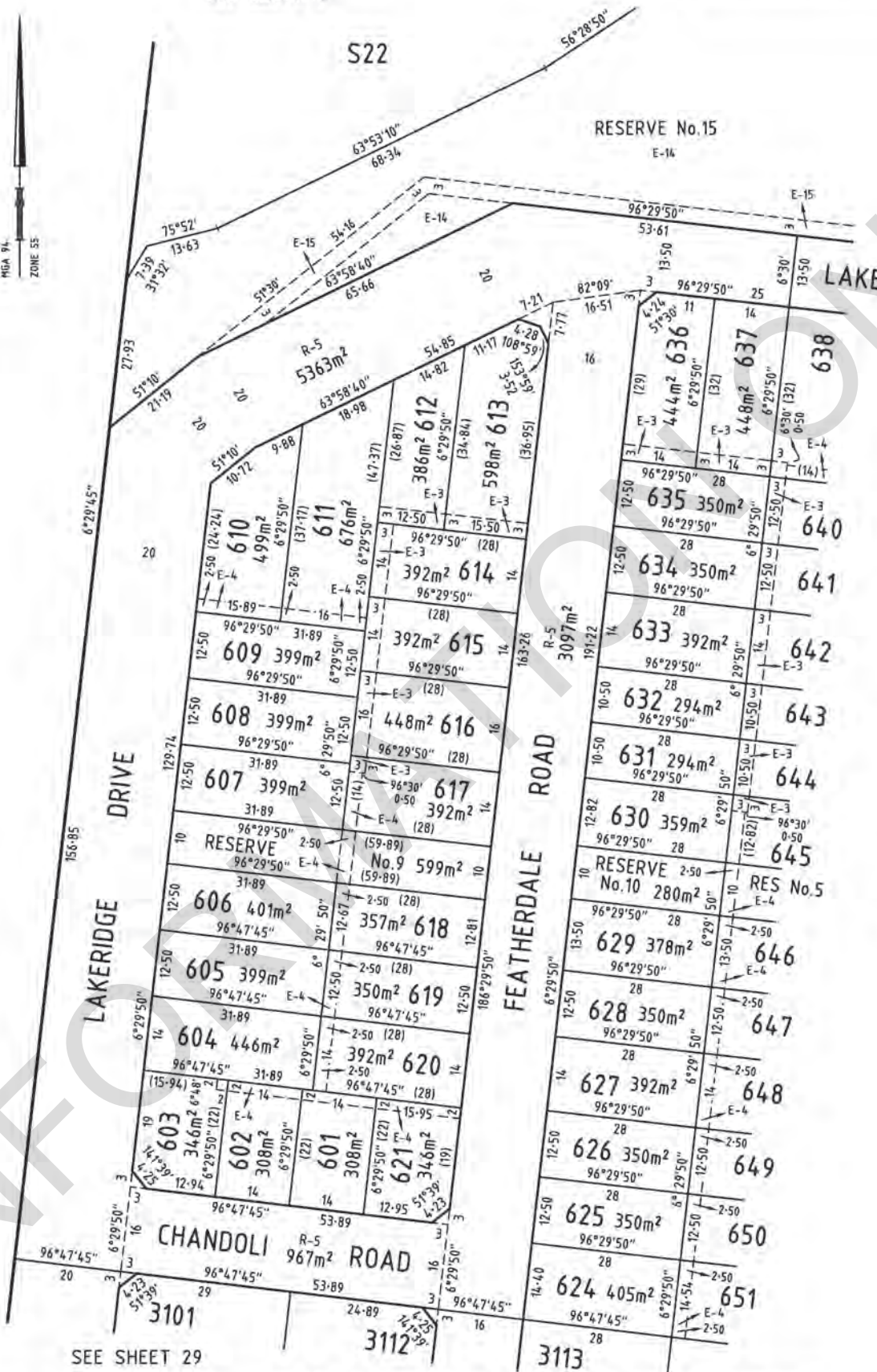
LAKERIDGE DRIVE

LAKERIDGE DRIVE

FEATHERDALE ROAD

SEE SHEET 15

SEE SHEET 29



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SCALE

1: 750

7.5 0 7.5 15 22.5 30

LENGTHS ARE IN METRES

ORIGINAL SHEET

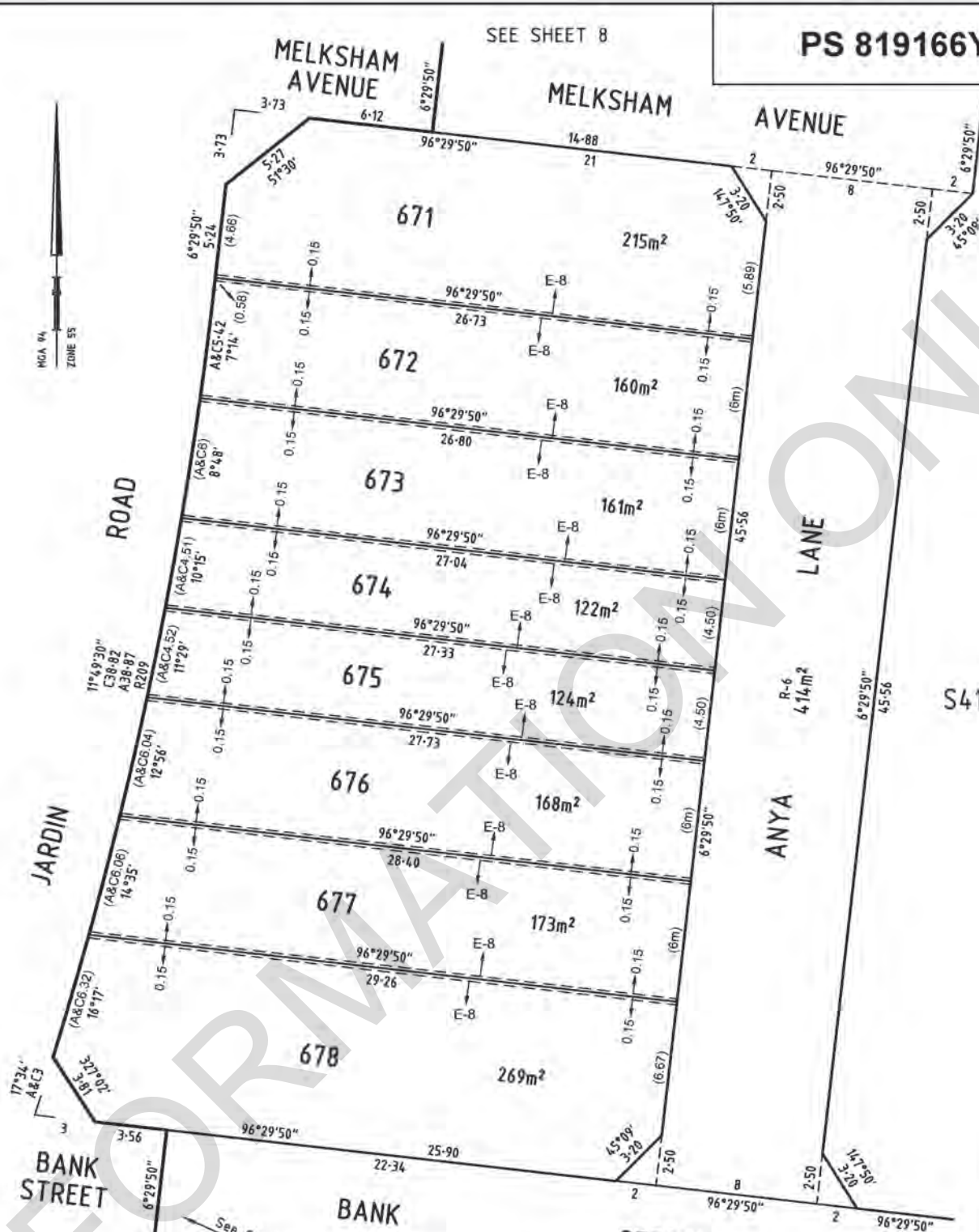
SIZE: A3

SHEET 17

Licensed Surveyor: Mark Oswald Stansfield  
Ref: 310685SV00C  
Version: 1

PS 819166Y

SEE SHEET 8



SEE SHEET 8



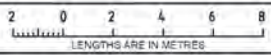
SEE SHEET 8



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SCALE

1:200



ORIGINAL SHEET  
SIZE: A3

SHEET 18

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Ref: 309254SV00C  
Version: 1

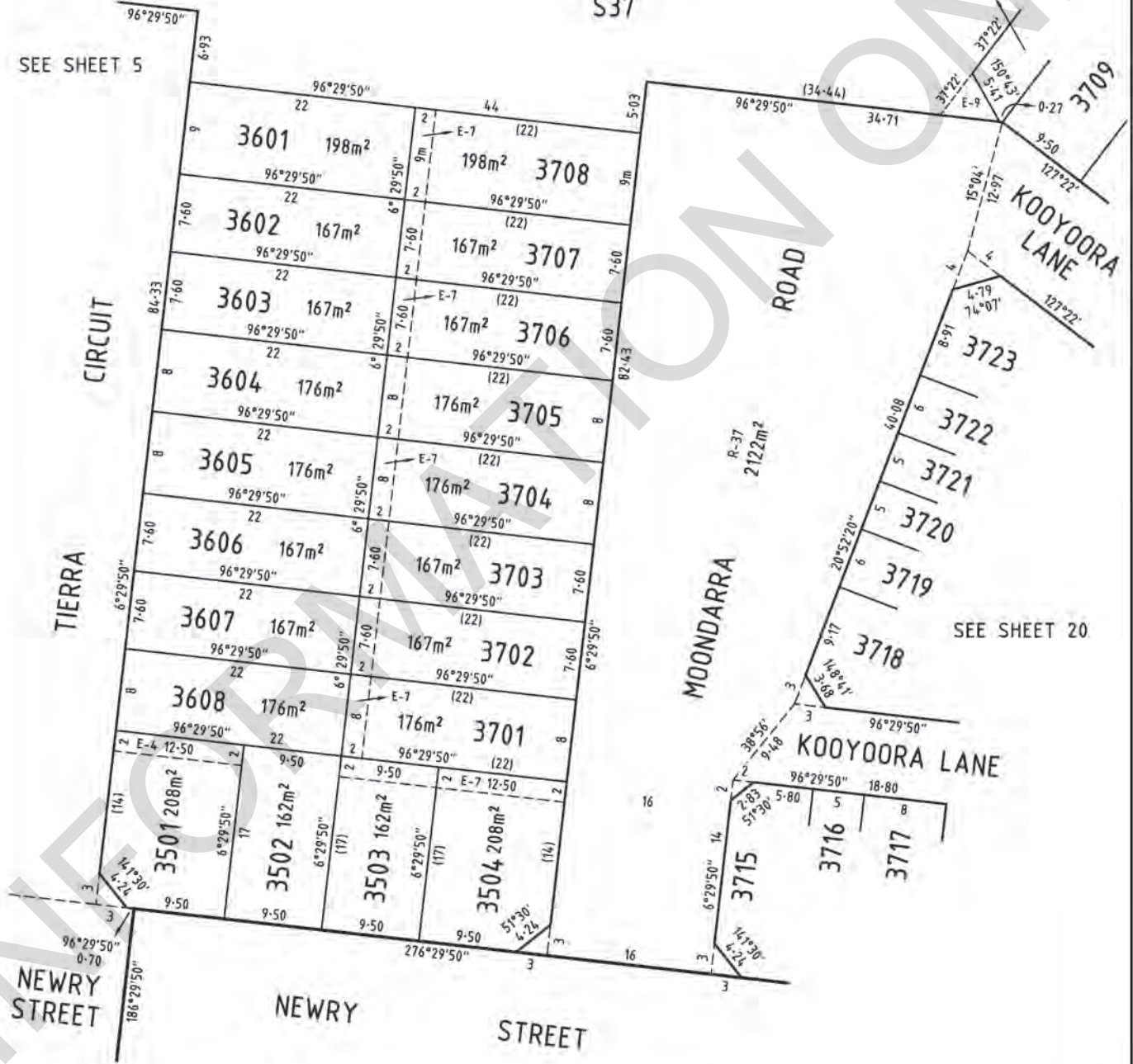
PS 819166Y



SEE SHEET 5

S37

RESERVE No.37



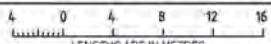
SEE SHEET 5

SEE SHEET 20



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SCALE  
1: 400



ORIGINAL SHEET  
SIZE: A3

SHEET 19

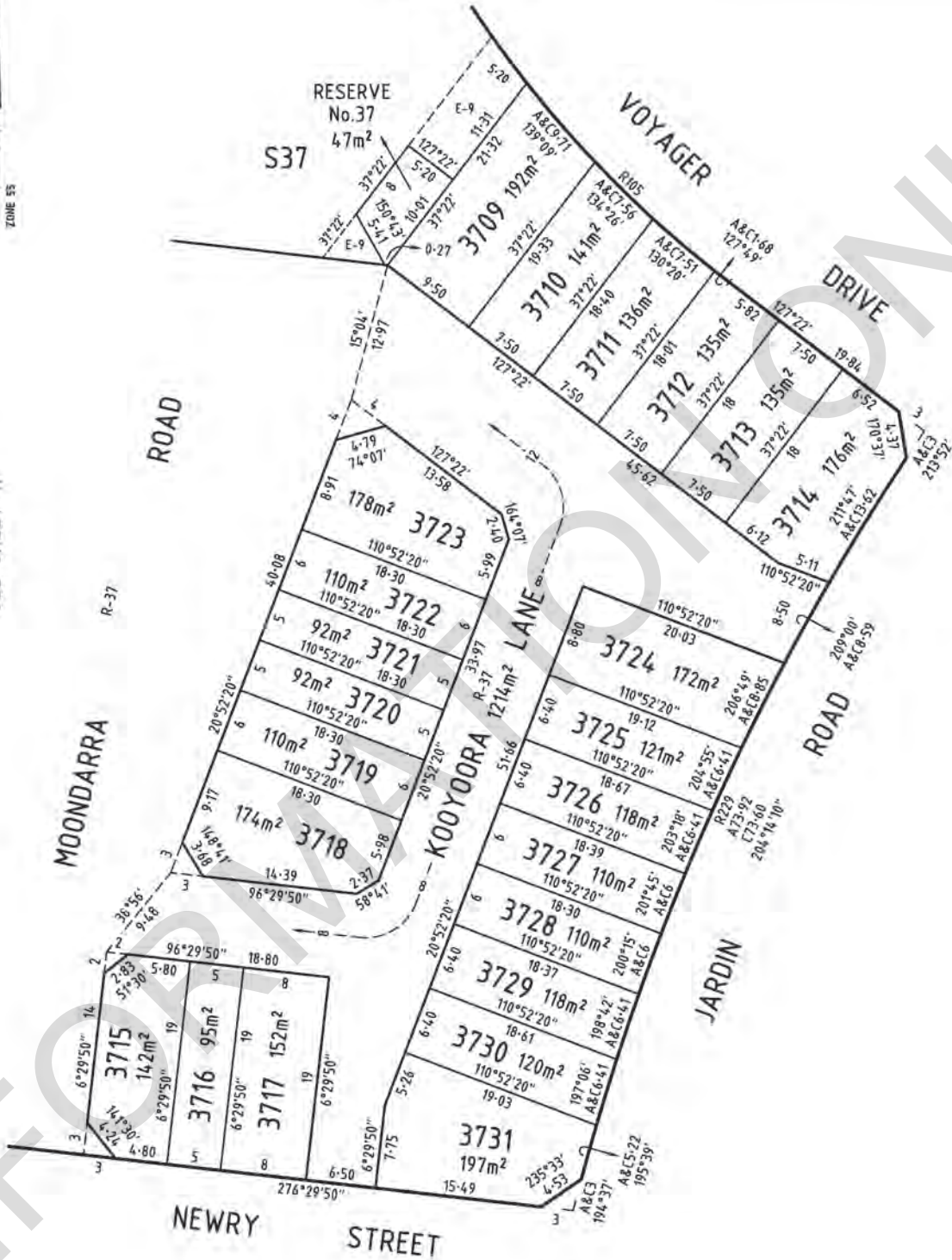
Licensed Surveyor: Mark Oswald Stansfield  
Ref: 309254SV00C  
Version: 1

PS 819166Y

SEE SHEET 5



SEE SHEET 19



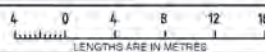
SEE SHEET 5



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SCALE

1: 400



ORIGINAL SHEET  
SIZE: A3

SHEET 20

Licensed Surveyor: Mark Oswald Stansfield  
Ref: 309254SV00C  
Version: 1

LOWER GROUND LEVEL

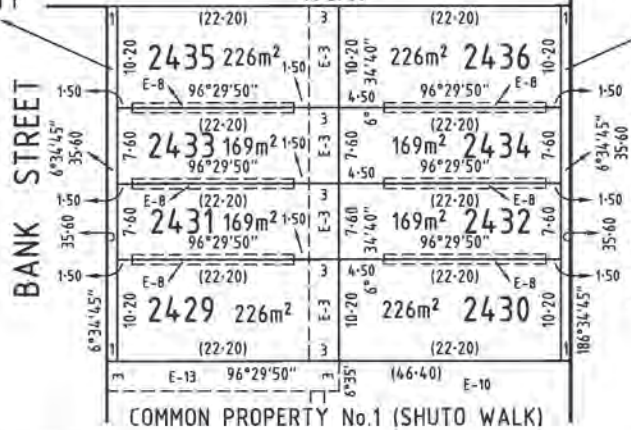
PS 819166Y



COMMON PROPERTY No.2

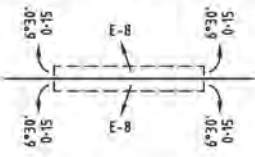
COMMON PROPERTY No.2

TYPICAL PARTY WALL EASEMENT DIMENSIONS (LOTS 2401 TO 2428)



ENLARGEMENT NOT TO SCALE

TYPICAL PARTY WALL EASEMENT DIMENSIONS (LOTS 2429 TO 2436)



ENLARGEMENT NOT TO SCALE

See Sheet 22 For Cross-Section A-A'

S41

SEE SHEET 8

BANK STREET R-6

BANK STREET R-7

COMMON PROPERTY No.1 (SHUTO WALK)

S16

See Sheet 22 For Easement Enlargement

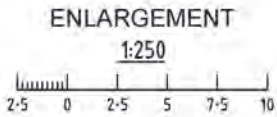
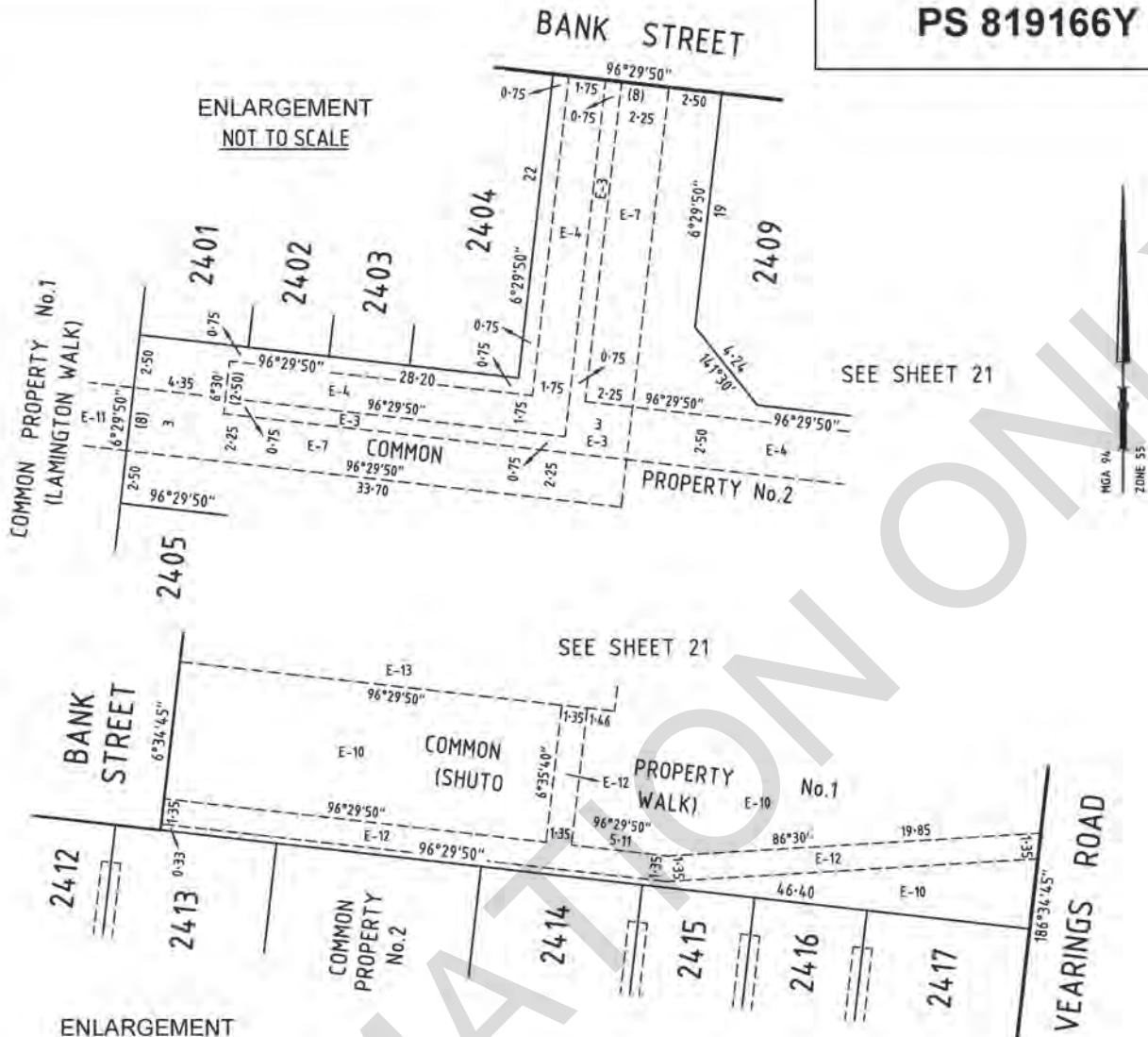
COMMON PROPERTY No.1 (LAMINGTON WALK) RESERVE No.11 SEE SHEET 8

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SCALE 1:500  
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 LENGTHS ARE IN METRES  
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 Version: 1

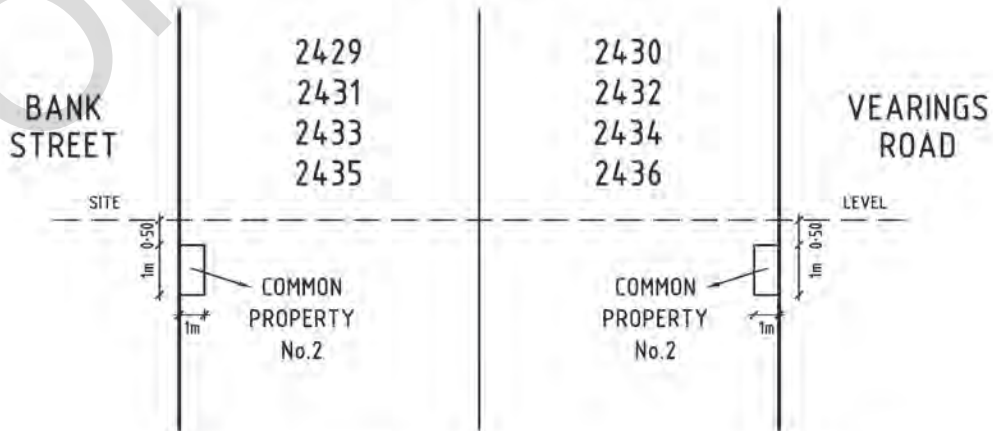
ORIGINAL SHEET SIZE: A3 SHEET 21

PS 819166Y



TYPICAL CROSS-SECTION A-A'

NOT TO SCALE



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SCALE  
SEE ABOVE



ORIGINAL SHEET  
SIZE: A3

SHEET 22

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Version: 1

PS 819166Y

SEE SHEET 25

SAPPORO ROAD  
R-11

RESERVE  
No. 16

DRIVE

DRIVE

DRIVE

LAKERIDGE DRIVE

RESERVE No. 15

MERRYVALE

VEREKER STREET  
R-13

S22

SEE SHEET 6

SEE SHEET 14

SHEET 23

ORIGINAL SHEET  
SIZE: A3

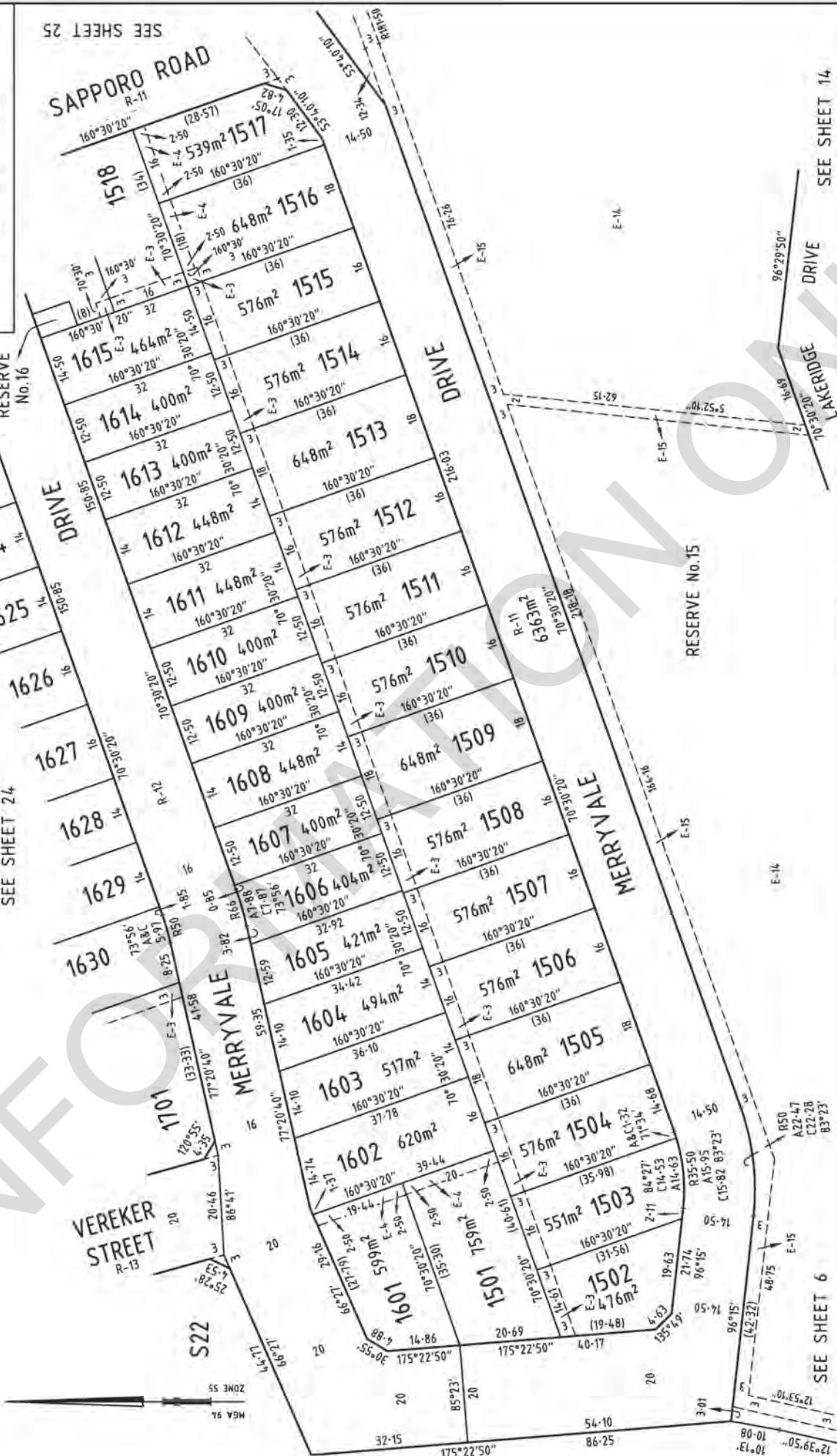
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LENGTHS ARE IN METRES

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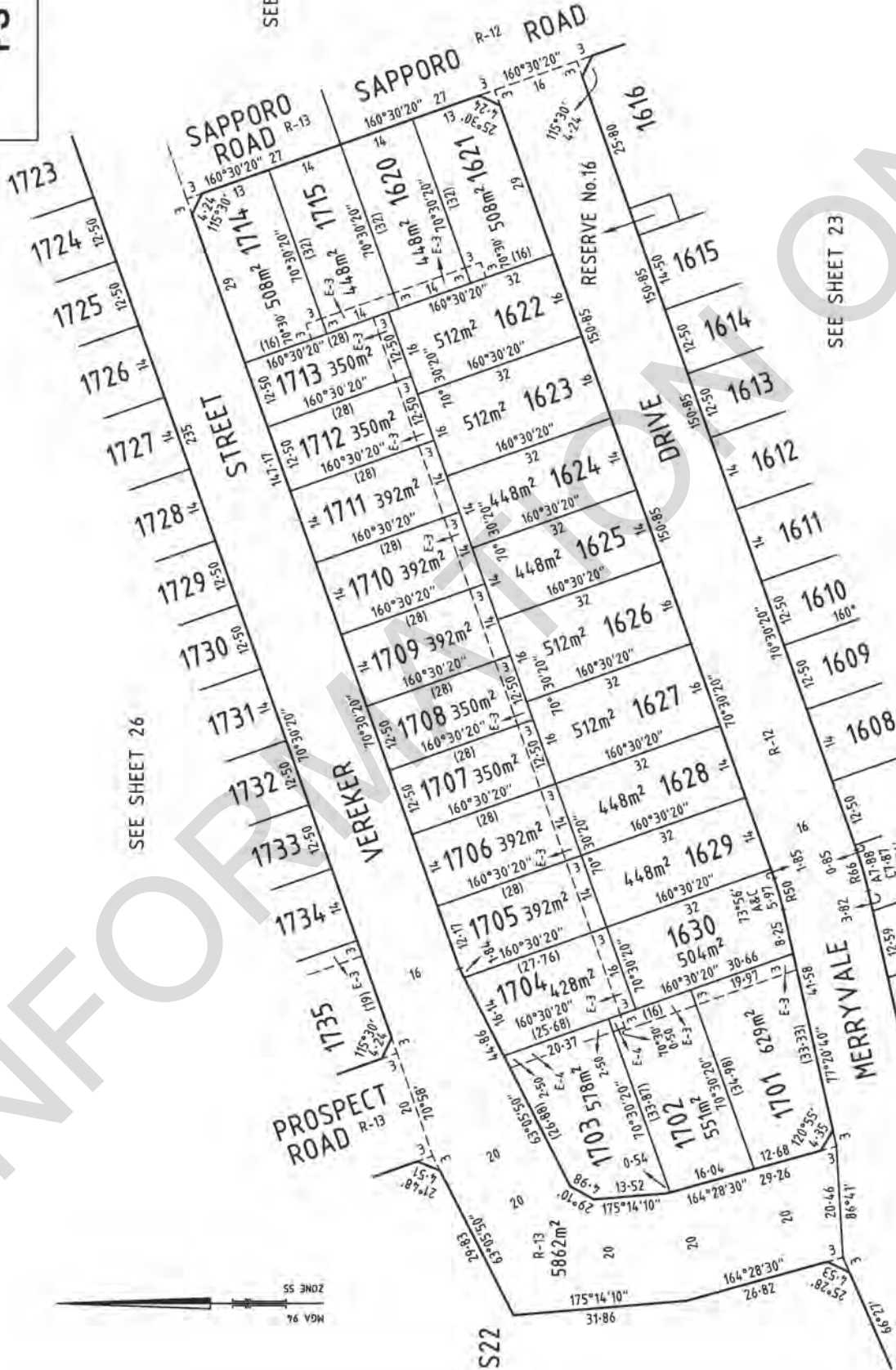
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SEE SHEET 25



SEE SHEET 23



SHEET 24

ORIGINAL SHEET SIZE: A3

SCALE 1: 750

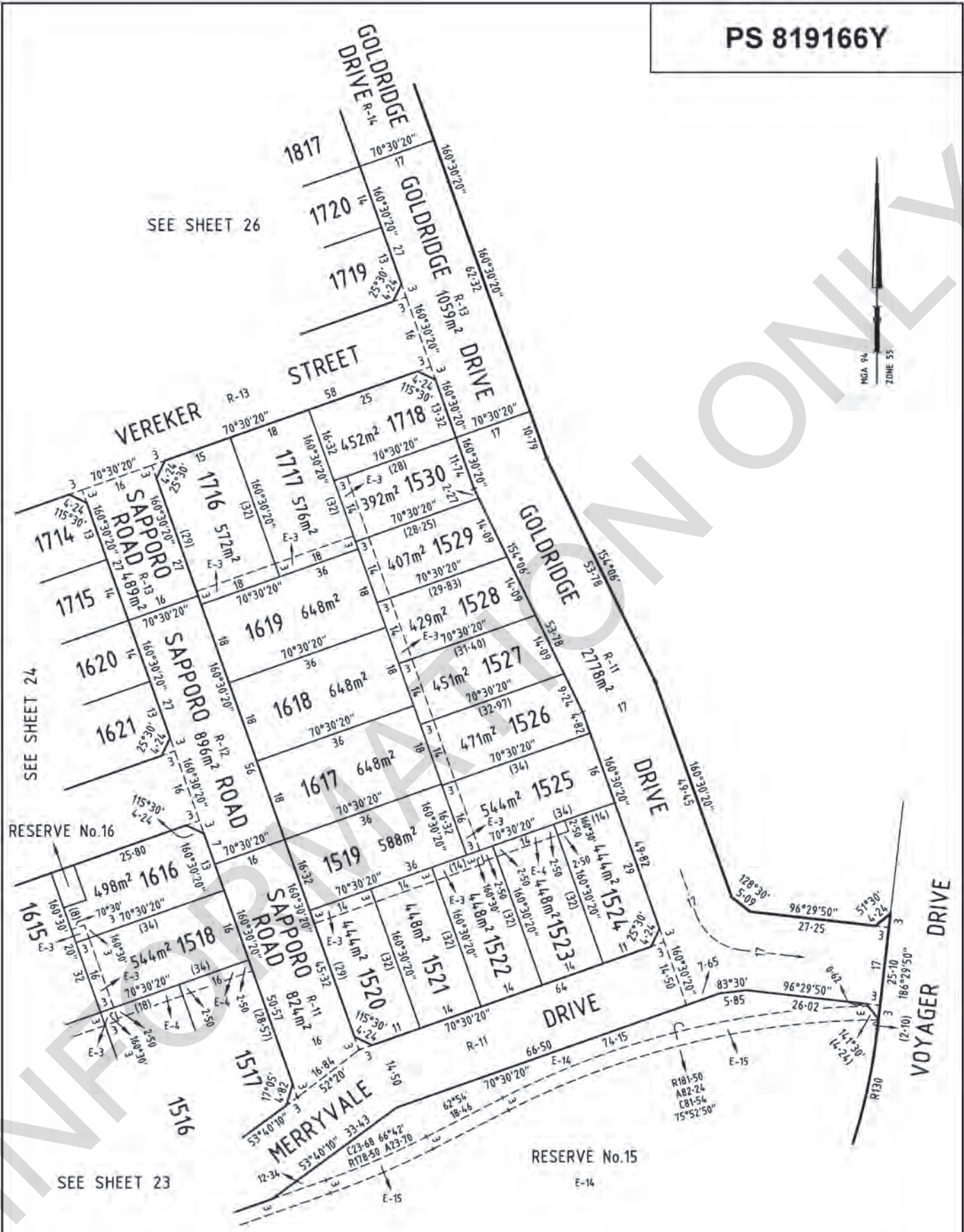
LENGTHS ARE IN METRES

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Version: 1

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SEE SHEET 26

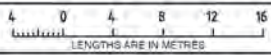
SEE SHEET 24

SEE SHEET 23



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SCALE  
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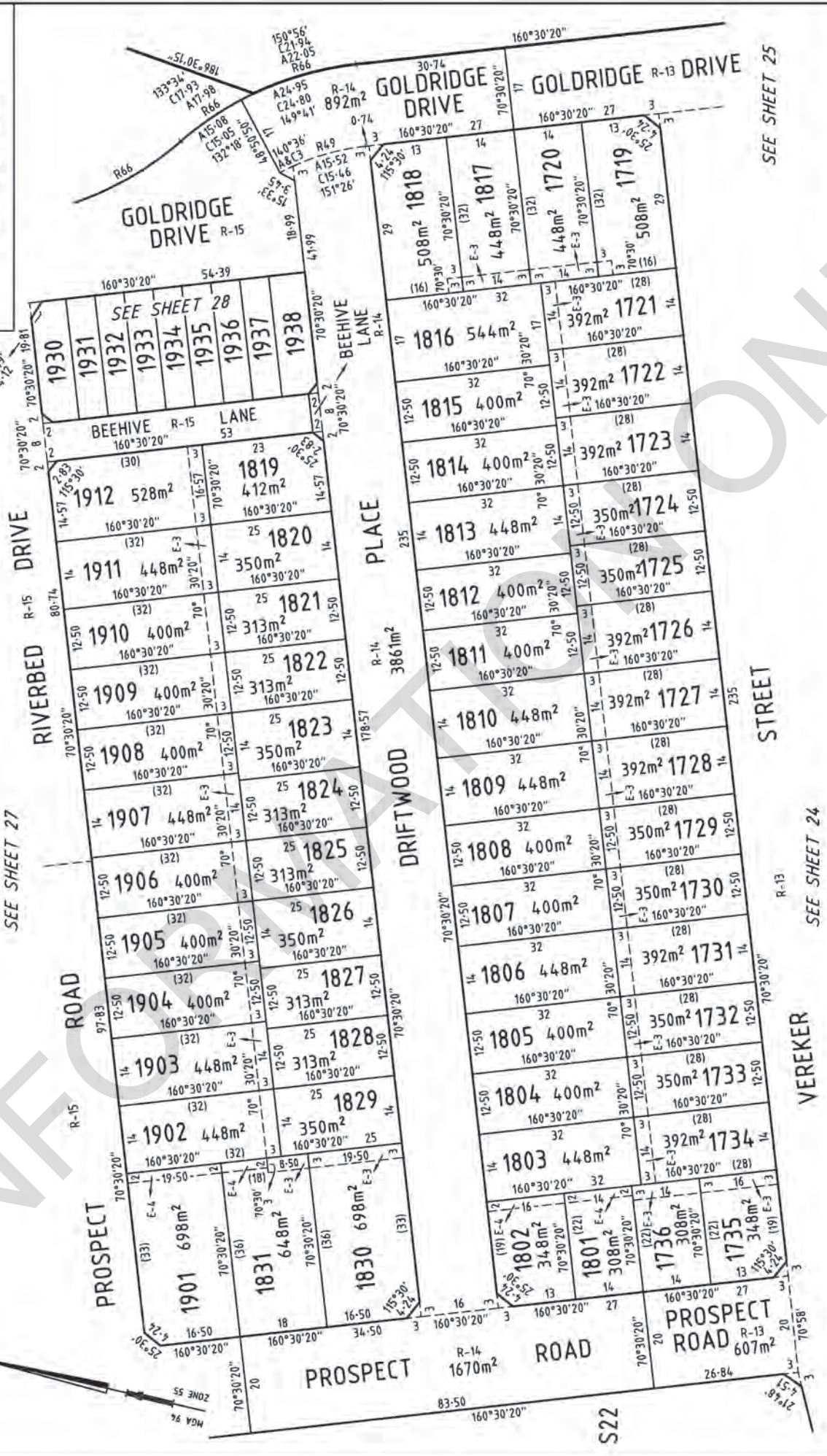


ORIGINAL SHEET  
SIZE: A3

SHEET 25

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Version: 1

PS 819166Y



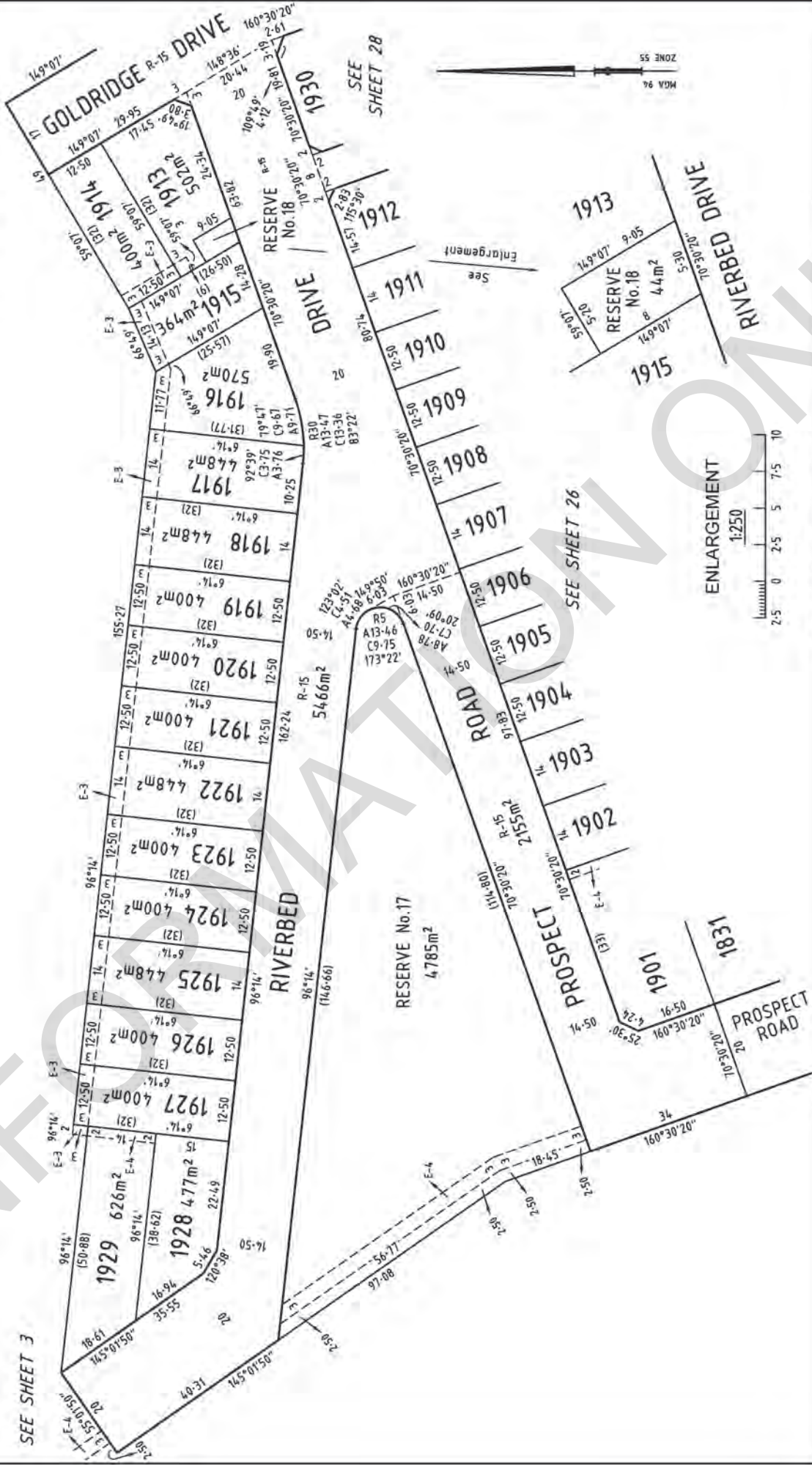
SEE SHEET 25

SEE SHEET 27

SEE SHEET 24

ORIGINAL SHEET SIZE: A3		SHEET 26	
SCALE 1: 750	LENGTHS ARE IN METRES	Licensed Surveyor: Mark Oswald Stansfield Ref: 309256SV00C Version: 1	
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SCALE 1: 750	7.5 0 7.5 15 22.5 30	ORIGINAL SHEET SIZE: A3	SHEET 27
LENGTHS ARE IN METRES			

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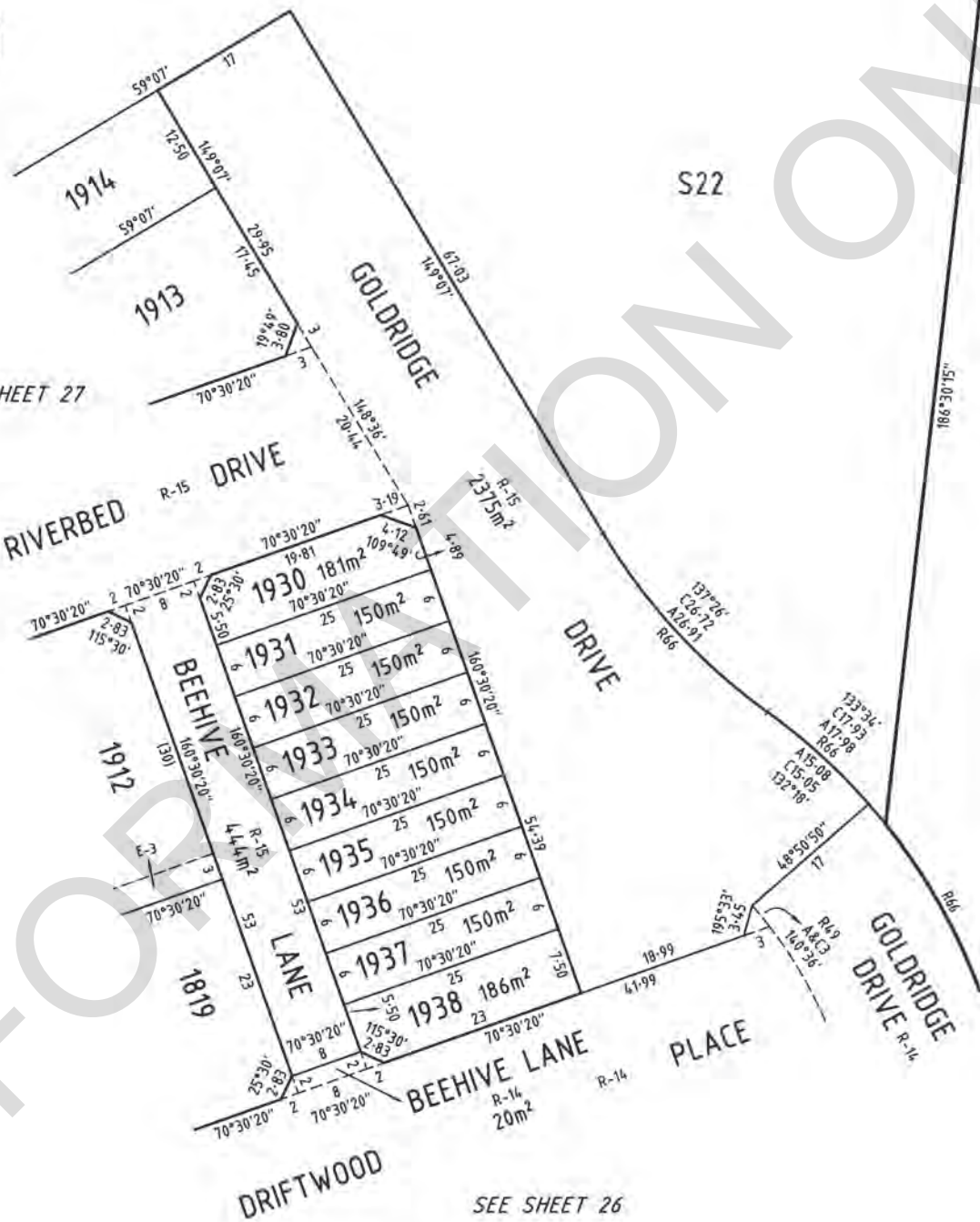
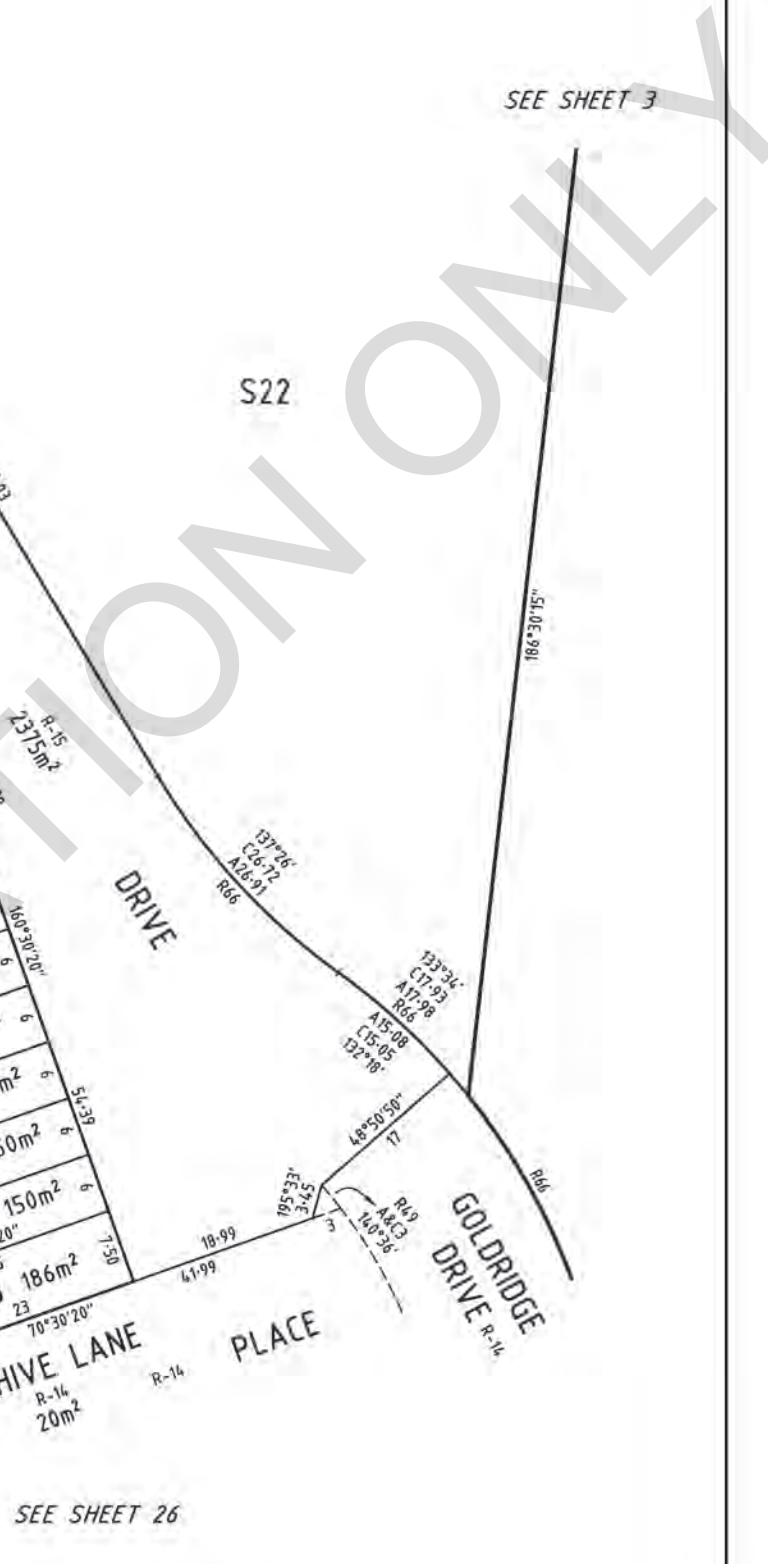
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SEE SHEET 3

SEE SHEET 27



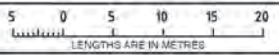
SEE SHEET 26



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SCALE

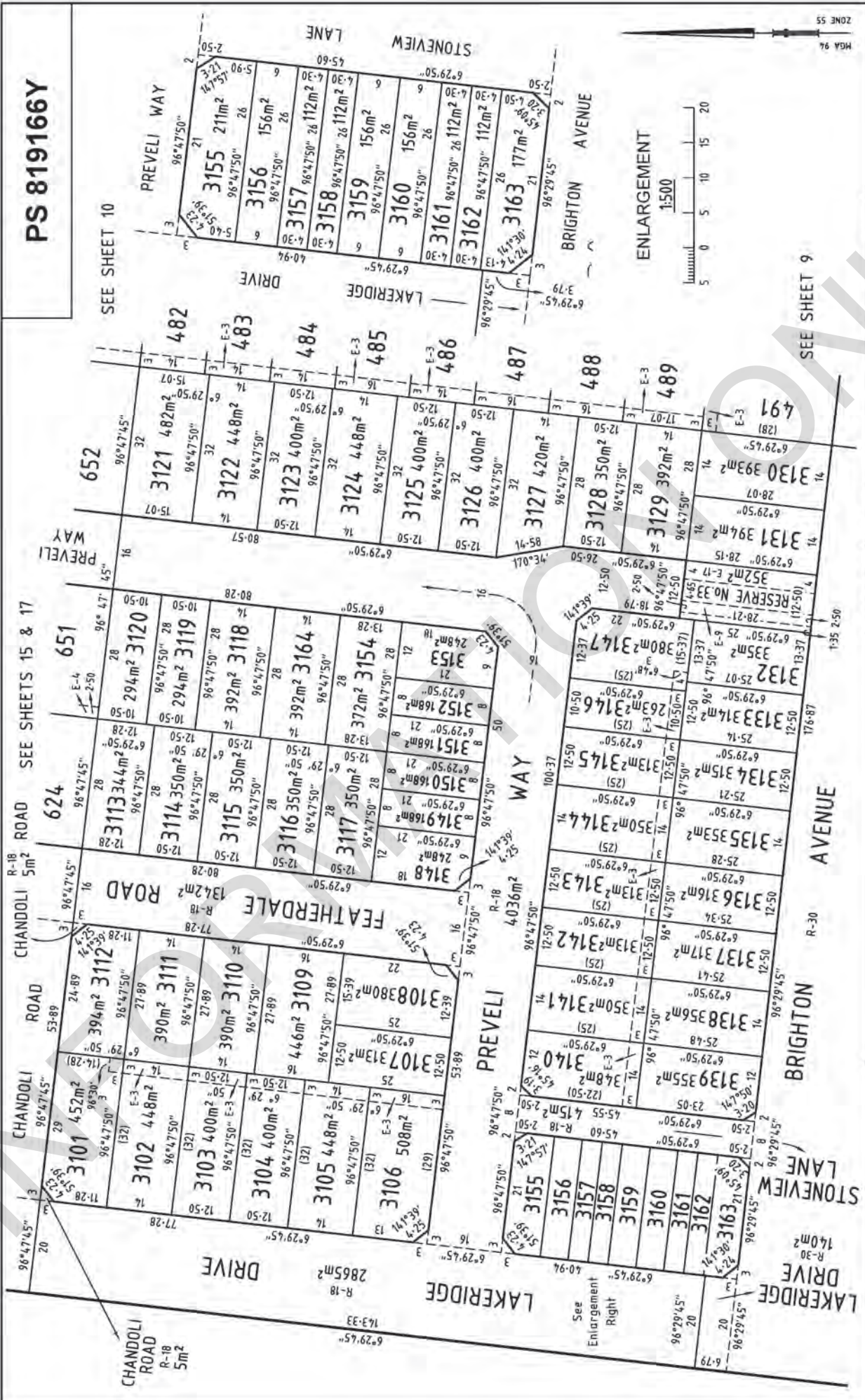
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ORIGINAL SHEET  
SIZE: A3

SHEET 28

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Version: 1



PS 819166Y

SEE SHEET 10

SEE SHEET 9

ENLARGEMENT  
1:500

SCALE  
1: 750

ORIGINAL SHEET  
SIZE: A3

SHEET 29

LENGTHS ARE IN METRES

30 25 20 15 10 5 0

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**CREATION OF RESTRICTION No. 1****PS 819166Y**

The following restriction is to be created upon registration of this plan.

**Land to Benefit:** Lots 401 to 491 (both inclusive)

**Land to be Burdened:** Lots 401 to 491 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof:

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
  - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
  - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
  - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
  - (A) Along a front street boundary; and
  - (B) Between the front street boundary and the building line; and
  - (C) Upon a side or rear boundary of a lot except a fence:
    - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
  - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
  - (A) The development consists of a double storey dwelling;
  - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
  - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA5864.

**CREATION OF RESTRICTION No. 2**

The following restriction is to be created upon registration of this plan for lots greater than 300m<sup>2</sup>.

**Land to Benefit:** Lots 401 to 491 (both inclusive)

**Land to be Burdened:** Lots 401 to 491 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (ii) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of 10 metres or less at the lot frontage.

**CREATION OF RESTRICTION No. 3**

The following restriction is to be created upon registration of this plan for lots less than 300m<sup>2</sup>.

**Land to Benefit:** Lots 501 to 591 (both inclusive)

**Land to be Burdened:** Lots 590 and 591

**Description of Restriction:**

The registered proprietor or proprietors for the time being of any burdened lot on this plan in this restriction is a lot subject to the 'Small Lot Housing Code (Type A)' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code (Type A)' unless in accordance with a permit granted to construct a dwelling on the lot. This restriction shall cease after the issue of Certificate of Occupancy for the whole of the dwelling on the lot.



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ORIGINAL SHEET  
SIZE: A3

SHEET 30

**CREATION OF RESTRICTION No. 4****PS 819166Y**

The following restriction is to be created upon registration of this plan:

**Land to Benefit:** Lots 501 to 591 (both inclusive)

**Land to be Burdened:** Lots 501 to 591 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof:

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
  - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
  - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
  - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
  - (A) Along a front street boundary; and
  - (B) Between the front street boundary and the building line; and
  - (C) Upon a side or rear boundary of a lot except a fence:
    - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
  - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
  - (A) The development consists of a double storey dwelling;
  - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
  - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA6141.

**CREATION OF RESTRICTION No. 5**

The following restriction is to be created upon registration of this plan for lots greater than 300m<sup>2</sup>.

**Land to Benefit:** Lots 501 to 591 (both inclusive)

**Land to be Burdened:** Lots 501 to 589 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (ii) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of 10 metres or less at the lot frontage.

**CREATION OF RESTRICTION No. 6**

The following restriction is to be created upon registration of this plan for lots less than 300m<sup>2</sup>.

**Land to Benefit:** Lots 601 to 621 and 624 to 637 (all inclusive)

**Land to be Burdened:** Lots 631 and 632

**Description of Restriction:**

The registered proprietor or proprietors for the time being of any burdened lot on this plan in this restriction is a lot subject to the 'Small Lot Housing Code (Type A)' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code (Type A)' unless in accordance with a permit granted to construct a dwelling on the lot. This restriction shall cease after the issue of Certificate of Occupancy for the whole of the dwelling on the lot.



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**CREATION OF RESTRICTION No. 7****PS 819166Y**

The following restriction is to be created upon registration of this plan.

**Land to Benefit:** Lots 601 to 621 and 624 to 637 (all inclusive)

**Land to be Burdened:** Lots 601 to 621 and 624 to 637 (all inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof:

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
  - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
  - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
  - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
  - (A) Along a front street boundary; and
  - (B) Between the front street boundary and the building line; and
  - (C) Upon a side or rear boundary of a lot except a fence:
    - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
  - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
  - (A) The development consists of a double storey dwelling;
  - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
  - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA7346.

**CREATION OF RESTRICTION No. 8**

The following restriction is to be created upon registration of this plan for lots greater than 300m<sup>2</sup>.

**Land to Benefit:** Lots 601 to 621 and 624 to 637 (all inclusive)

**Land to be Burdened:** Lots 601 to 621, 624 to 630 and 633 to 637 (all inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (ii) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of 10 metres or less at the lot frontage.

**CREATION OF RESTRICTION No. 9**

The following restriction is to be created upon registration of this plan for lots less than 300m<sup>2</sup>.

**Land to Benefit:** Lots 638 to 670 (both inclusive)

**Land to be Burdened:** Lots 643 and 644

**Description of Restriction:**

The registered proprietor or proprietors for the time being of any burdened lot on this plan in this restriction is a lot subject to the 'Small Lot Housing Code (Type A)' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code (Type A)' unless in accordance with a permit granted to construct a dwelling on the lot. This restriction shall cease after the issue of Certificate of Occupancy for the whole of the dwelling on the lot.



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**CREATION OF RESTRICTION No. 10****PS 819166Y**

The following restriction is to be created upon registration of this plan.

**Land to Benefit:** Lots 638 to 670 (both inclusive)

**Land to be Burdened:** Lots 638 to 670 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof:

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
  - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
  - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
  - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
  - (A) Along a front street boundary; and
  - (B) Between the front street boundary and the building line; and
  - (C) Upon a side or rear boundary of a lot except a fence:
    - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
  - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
  - (A) The development consists of a double storey dwelling;
  - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
  - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA6722.

**CREATION OF RESTRICTION No. 11**

The following restriction is to be created upon registration of this plan for lots greater than 300m<sup>2</sup>.

**Land to Benefit:** Lots 638 to 670 (all inclusive)

**Land to be Burdened:** Lots 638 to 642 and 645 to 670 (all inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (ii) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of 10 metres or less at the lot frontage.

**CREATION OF RESTRICTION No. 12**

The following restriction is to be created upon registration of this plan for lots less than 300m<sup>2</sup>.

**Land to Benefit:** Lots 3501 to 3504 (both inclusive)

**Land to be Burdened:** Lots 3501 to 3504 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of any burdened lot on this plan in this restriction is a lot subject to the 'Small Lot Housing Code (Type A)' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code (Type A)' unless in accordance with a permit granted to construct a dwelling on the lot. This restriction shall cease after the issue of Certificate of Occupancy for the whole of the dwelling on the lot.



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**CREATION OF RESTRICTION No. 13****PS 819166Y**

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 1501 to 1530 (both inclusive)

Land to be Burdened: Lots 1501 to 1530 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof:

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
  - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
  - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
  - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
  - (A) Along a front street boundary; and
  - (B) Between the front street boundary and the building line; and
  - (C) Upon a side or rear boundary of a lot except a fence:
    - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
  - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
  - (A) The development consists of a double storey dwelling;
  - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
  - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA9645.

**CREATION OF RESTRICTION No. 14**

The following restriction is to be created upon registration of this plan for lots greater than 300m<sup>2</sup>.

Land to Benefit: Lots 1501 to 1530 (both inclusive)

Land to be Burdened: Lots 1501 to 1530 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (ii) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of 10 metres or less at the lot frontage.

**CREATION OF RESTRICTION No. 15**

The following restriction is to be created upon registration of this plan for lots less than 300m<sup>2</sup>.

Land to Benefit: Lots 3601 to 3608 (both inclusive)

Land to be Burdened: Lots 3601 to 3608 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of any burdened lot on this plan in this restriction is a lot subject to the 'Small Lot Housing Code (Type A)' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code (Type A)' unless in accordance with a permit granted to construct a dwelling on the lot. This restriction shall cease after the issue of Certificate of Occupancy for the whole of the dwelling on the lot.



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**CREATION OF RESTRICTION No. 16****PS 819166Y**

The following restriction is to be created upon registration of this plan:

Land to Benefit: Lots 1601 to 1630 (both inclusive)

Land to be Burdened: Lots 1601 to 1630 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof:

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
  - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
  - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
  - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
  - (A) Along a front street boundary; and
  - (B) Between the front street boundary and the building line; and
  - (C) Upon a side or rear boundary of a lot except a fence:
    - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
  - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
  - (A) The development consists of a double storey dwelling;
  - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
  - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA9688.

**CREATION OF RESTRICTION No. 17**

The following restriction is to be created upon registration of this plan for lots greater than 300m<sup>2</sup>.

Land to Benefit: Lots 1601 to 1630 (both inclusive)

Land to be Burdened: Lots 1601 to 1630 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (ii) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of 10 metres or less at the lot frontage.

**CREATION OF RESTRICTION No. 18**

The following restriction is to be created upon registration of this plan for lots less than 300m<sup>2</sup>.

Land to Benefit: Lots 3701 to 3731 (both inclusive)

Land to be Burdened: Lots 3701 to 3731 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of any burdened lot on this plan in this restriction is a lot subject to the 'Small Lot Housing Code (Type A)' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code (Type A)' unless in accordance with a permit granted to construct a dwelling on the lot. This restriction shall cease after the issue of Certificate of Occupancy for the whole of the dwelling on the lot.



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**CREATION OF RESTRICTION No. 19****PS 819166Y**

The following restriction is to be created upon registration of this plan:

**Land to Benefit:** Lots 401 to 492, 501 to 591 and 638 to 670 (all inclusive)  
**Land to be Burdened:** Lot 492

**Description of Restriction:**

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof:

- (i) Build or cause to be built or allow to be built or allow to remain a commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.

**CREATION OF RESTRICTION No. 20**

The following restriction is to be created upon registration of this plan.

**Land to Benefit:** Lots 671 to 678 (both inclusive)  
**Land to be Burdened:** Lots 671 to 678 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof,

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
- (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
- (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
- (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
- (A) Along a front street boundary; and
- (B) Between the front street boundary and the building line; and
- (C) Upon a side or rear boundary of a lot except a fence:
- (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
- (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
- (A) The development consists of a double storey dwelling;
- (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
- (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.

**CREATION OF RESTRICTION No. 21**

The following restriction is to be created upon registration of this plan.

**Land to Benefit:** Lots 3501 to 3504 (both inclusive)  
**Land to be Burdened:** Lots 3501 to 3504 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street; or
- (ii) Construct the side wall of the first level of any dwelling on a corner lot with less than 20 percent glazing for the area of walls of habitable rooms (measured from finished floor level to upper floor), and the remainder of the wall must be constructed in contrasting material finishes.
- (iii) Construct any dwelling on lots abutting the laneway unless provided with a minimum of 20 percent glazing for the area of the walls of habitable rooms (measured from finished floor level to upper roof), facing the laneway at first floor level, to the satisfaction of the Responsible Authority.

**CREATION OF RESTRICTION No. 22**

The following restriction is to be created upon registration of this plan.

**Land to Benefit:** Lots 3501 to 3504 (both inclusive)  
**Land to be Burdened:** Lots 3501 to 3504 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (i) Construct any garage on a burdened lot less than 5 metres from the road alignment at the front of the lot.



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**CREATION OF RESTRICTION No. 23****PS 819166Y**

The following restriction is to be created upon registration of this plan:

**Land to Benefit:** Lots S40, S41 and D  
**Land to be Burdened:** Lot D

**Description of Restriction:**

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof:

- (i) Build or cause to be built or allow to be built or allow to remain a commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.

**CREATION OF RESTRICTION No. 24**

The following restriction is to be created upon registration of this plan.

**Land to Benefit:** Lots 3501 to 3504 (both inclusive)  
**Land to be Burdened:** Lots 3501 to 3504 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof,

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
- (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
- (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
- (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
- (A) Along a front street boundary; and
- (B) Between the front street boundary and the building line; and
- (C) Upon a side or rear boundary of a lot except a fence:
- (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
- (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
- (A) The development consists of a double storey dwelling;
- (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
- (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.

**CREATION OF RESTRICTION No. 25**

The following restriction is to be created upon registration of this plan.

**Land to Benefit:** Lots 3601 to 3608 (both inclusive)  
**Land to be Burdened:** Lots 3601 to 3608 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street; or
- (ii) Construct the side wall of the first level of any dwelling on a corner lot with less than 20 percent glazing for the area of walls of habitable rooms (measured from finished floor level to upper floor), and the remainder of the wall must be constructed in contrasting material finishes.
- (iii) Construct any dwelling on lots abutting the laneway unless provided with a minimum of 20 percent glazing for the area of the walls of habitable rooms (measured from finished floor level to upper roof), facing the laneway at first floor level, to the satisfaction of the Responsible Authority.

**CREATION OF RESTRICTION No. 26**

The following restriction is to be created upon registration of this plan.

**Land to Benefit:** Lots 3601 to 3608 (both inclusive)  
**Land to be Burdened:** Lots 3601 to 3608 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (i) Construct any garage on a burdened lot less than 5 metres from the road alignment at the front of the lot.



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**CREATION OF RESTRICTION No. 27**

The following restriction is to be created upon registration of this plan.

**Land to Benefit:** Lots 3601 to 3608 (both inclusive)  
**Land to be Burdened:** Lots 3601 to 3608 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
  - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
  - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
  - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
  - (A) Along a front street boundary; and
  - (B) Between the front street boundary and the building line; and
  - (C) Upon a side or rear boundary of a lot except a fence:
    - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
    - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
  - (A) The development consists of a double storey dwelling;
  - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
  - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.

**CREATION OF RESTRICTION No. 28**

The following restriction is to be created upon registration of this plan.

**Land to Benefit:** Lots 3701 to 3731 (both inclusive)  
**Land to be Burdened:** Lots 3701 to 3731 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street; or
- (ii) Construct the side wall of the first level of any dwelling on a corner lot with less than 20 percent glazing for the area of walls of habitable rooms (measured from finished floor level to upper floor), and the remainder of the wall must be constructed in contrasting material finishes.
- (iii) Construct any dwelling on lots abutting the laneway unless provided with a minimum of 20 percent glazing for the area of the walls of habitable rooms (measured from finished floor level to upper roof), facing the laneway at first floor level, to the satisfaction of the Responsible Authority.

**CREATION OF RESTRICTION No. 29**

The following restriction is to be created upon registration of this plan.

**Land to Benefit:** Lots 3701 to 3731 (both inclusive)  
**Land to be Burdened:** Lots 3701 to 3708 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (i) Construct any garage on a burdened lot less than 5 metres from the road alignment at the front of the lot.

PS 819166Y

**CREATION OF RESTRICTION No. 30**

The following restriction is to be created upon registration of this plan

Land to Benefit: Lots 3701 to 3731 (both inclusive)  
Land to be Burdened: Lots 3701 to 3731 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof:

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
  - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
  - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
  - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
  - (A) Along a front street boundary; and
  - (B) Between the front street boundary and the building line; and
  - (C) Upon a side or rear boundary of a lot except a fence:
    - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
    - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
  - (A) The development consists of a double storey dwelling;
  - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
  - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.

**CREATION OF RESTRICTION No. 31**The following restriction is to be created upon registration of this plan for lots less than 300m<sup>2</sup>.

Land to Benefit: Lots 671 to 678 (both inclusive)  
Land to be Burdened: Lots 671 to 678 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of any burdened lot on this plan in this restriction is a lot subject to the 'Small Lot Housing Code (Type A)' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code (Type A)' unless in accordance with a permit granted to construct a dwelling on the lot. This restriction shall cease after the issue of Certificate of Occupancy for the whole of the dwelling on the lot.



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**CREATION OF RESTRICTION No. 32****PS 819166Y**

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 2401 to 2436 (both inclusive)

Land to be Burdened: Lots 2401 to 2436 (both inclusive)

**Description of Restriction**

The registered proprietor or proprietors for the time being of a burdened lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any parts thereof:

- (i) Construct any garage on a lot less than 5 metres from the road alignment at the front of the lot.
- (ii) Construct any garage on a lot with a width of 10 metres or less measured at the front wall of the dwelling, other than a single garage opening where access is proposed from the lot frontage.
- (iii) Construct a dwelling on a lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering should it become available.
- (iv) Construct a dwelling on a lot with side frontages to footpaths or open spaces within the subject land unless a minimum of two (2) storeys in height, and with habitable room windows at the second storey fronting to the footpaths or open spaces.

This restriction will cease after the issue of Certificate of Occupancy for the whole of the dwelling on the lot.

**CREATION OF RESTRICTION No. 33**

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 2401 to 2436 (both inclusive)

Land to be Burdened: Lots 2401 to 2436 (both inclusive)

**Description of Restriction**

The registered proprietor or proprietors for the time being of a burdened lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any parts thereof build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the "Small Lot Housing Code, November 2019" (Type A) unless in accordance with a permit granted to construct a dwelling on the lot.

This restriction will cease after the issue of Certificate of Occupancy for the whole of the dwelling on the lot.

**CREATION OF RESTRICTION No. 34**

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 2401 to 2436 (both inclusive)

Land to be Burdened: Lots 2401 to 2428 (both inclusive)

**Description of Restriction**

The registered proprietor or proprietors for the time being of a burdened lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any parts thereof:

- (i) Construct a dwelling on a lot with a frontage to the internal immediately abutting Owners Corporation Common Property No.2

This restriction will cease after the issue of Certificate of Occupancy for the whole of the dwelling on the lot.

**CREATION OF RESTRICTION No. 35**

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 2401 to 2436 (both inclusive)

Land to be Burdened: Lots 2401 to 2436 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof:

- (i) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
  - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
  - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
  - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;



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**PS 819166Y****CREATION OF RESTRICTION No. 36**

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 1701 to 1736 (both inclusive)

Land to be Burdened: Lots 1701 to 1736 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof:

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
  - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
  - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
  - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
  - (A) Along a front street boundary; and
  - (B) Between the front street boundary and the building line; and
  - (C) Upon a side or rear boundary of a lot except a fence:
    - a. Which is constructed of timber palings with exposed posts capped across the top of the palings; and
    - b. Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 5 of the Building Regulations 2018 in relation to overlooking.
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
  - (A) The development consists of a double storey dwelling;
  - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
  - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA9757.

**CREATION OF RESTRICTION No. 37**

The following restriction is to be created upon registration of this plan for lots greater than 300m<sup>2</sup>.

Land to Benefit: Lots 1701 to 1736 (both inclusive)

Land to be Burdened: Lots 1701 to 1736 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (ii) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of 10 metres or less at the lot frontage.



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**PS 819166Y****CREATION OF RESTRICTION No. 38**

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 1801 to 1831 (both inclusive)

Land to be Burdened: Lots 1801 to 1831 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof:

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
  - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
  - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
  - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
  - (A) Along a front street boundary; and
  - (B) Between the front street boundary and the building line; and
  - (C) Upon a side or rear boundary of a lot except a fence:
    - a. Which is constructed of timber palings with exposed posts capped across the top of the palings; and
    - b. Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 5 of the Building Regulations 2018 in relation to overlooking.
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
  - (A) The development consists of a double storey dwelling;
  - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
  - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA9774.

**CREATION OF RESTRICTION No. 39**

The following restriction is to be created upon registration of this plan for lots greater than 300m<sup>2</sup>.

Land to Benefit: Lots 1801 to 1831 (both inclusive)

Land to be Burdened: Lots 1801 to 1831 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (ii) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of 10 metres or less at the lot frontage.



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**PS 819166Y****CREATION OF RESTRICTION No. 40**

The following restriction is to be created upon registration of this plan.

**Land to Benefit:** Lots 1901 to 1938 (both inclusive)

**Land to be Burdened:** Lots 1901 to 1938 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof:

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
  - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
  - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
  - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
  - (A) Along a front street boundary; and
  - (B) Between the front street boundary and the building line; and
  - (C) Upon a side or rear boundary of a lot except a fence:
    - a. Which is constructed of timber palings with exposed posts capped across the top of the palings; and
    - b. Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking;
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
  - (A) The development consists of a double storey dwelling;
  - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
  - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA010103.

**CREATION OF RESTRICTION No. 41**

The following restriction is to be created upon registration of this plan for lots greater than 300m<sup>2</sup>.

**Land to Benefit:** Lots 1901 to 1938 (both inclusive)

**Land to be Burdened:** Lots 1901 to 1929 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (ii) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of 10 metres or less at the lot frontage.

**CREATION OF RESTRICTION No. 42**

The following restriction is to be created upon registration of this plan for lots less than 300m<sup>2</sup>.

**Land to Benefit:** Lots 1901 to 1938 (both inclusive)

**Land to be Burdened:** Lots 1930 to 1938 (both inclusive)

The registered proprietor or proprietors for the time being of any burdened lot on this plan in this restriction is a lot subject to the 'Small Lot Housing Code, November 2019 (Type A)' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code, November 2019 (Type A)' unless in accordance with a permit granted to construct a dwelling on the lot.

This restriction shall cease after the issue of a Certificate of Occupancy for the whole of the dwelling on the lot.



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**PS 819166Y****CREATION OF RESTRICTION No. 43**

The following restriction is to be created upon registration of this plan:

**Land to Benefit:** Lots 3101 to 3164 (both inclusive)  
**Land to be Burdened:** Lots 3101 to 3164 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof:

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
  - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
  - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
  - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
  - (A) Along a front street boundary; and
  - (B) Between the front street boundary and the building line; and
  - (C) Upon a side or rear boundary of a lot except a fence:
    - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
    - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 5 of the Building Regulations 2018 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
  - (A) The development consists of a double storey dwelling;
  - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
  - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA010241.

**CREATION OF RESTRICTION No. 44**

The following restriction is to be created upon registration of this plan for lots greater than 300m<sup>2</sup>.

**Land to Benefit:** Lots 3101 to 3164 (both inclusive)  
**Land to be Burdened:** Lots 3101 to 3118, 3121 to 3145, 3147, 3154 and 3164 (all inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (ii) Construct any garage on a lot less than 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of 10 metres or less at the lot frontage.

**CREATION OF RESTRICTION No. 45**

The following restriction is to be created upon registration of this plan for lots less than 300m<sup>2</sup>.

**Land to Benefit:** Lots 3101 to 3164 (both inclusive)  
**Land to be Burdened:** Lots 3119, 3120, 3146, 3148 to 3153 and 3155 to 3163 (all inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of any burdened lot on this plan in this restriction as a lot subject to the 'Small Lot Housing Code (Type A)' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code (Type A)' unless in accordance with a permit granted to construct a dwelling on the lot.



414 La Trobe Street  
 PO Box 16084  
 Melbourne Vic 8007  
 T 61 3 9993 7888  
 spiire.com.au

Licensed Surveyor: Mark Oswald Stansfield  
 Ref: 310685SV00C  
 Version: 1

ORIGINAL SHEET  
 SIZE: A3

SHEET 44

**MODIFICATION TABLE**

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

**PLAN NUMBER****PS819166Y**

MASTER PLAN (STAGE 1) REGISTERED DATE 15/01/2020 TIME 2:59 pm

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

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S4	LOTS S8,C LOT501-591,R2,RES 2 & RES 3	STAGE PLAN	PS819166Y/S2	04/05/20	2	H.L
LOT S5	LOTS S31, T & R30	STAGE PLAN	PS819166Y/S30	07/12/20	3	KL
LOT S8	LOTS S9, 638-670, R3, RES 4 & RES 5	STAGE PLAN	PS819166Y/S3	07/12/20	3	KL
LOT S2	LOT S10, LOT 492, R4, RES 6 & RES 7	STAGE PLAN	PS819166Y/S4	29/01/21	4	S.A
LOT S3	LOTS S35, 3501-3504	STAGE PLAN	PS819166Y/S35	5/02/21	5	YL
LOT S35	LOTS S36, 3601-3608	STAGE PLAN	PS819166Y/S36	5/02/21	6	YL
Lot S9	Lots S14, 601-621 624-637, R5, Reserve 9 -10	Stage Plan	PS819166Y/S5	03/06/21	7	DS
LOT S10	E-80	CREATION OF EASEMENT	AU396403T	28/05/21	8	CV
LOTS S6 & S7	LOTS 671 - 678, ROAD R6 RESERVE 8	STAGE PLAN	PS819166Y/S6	11/8/21	9	RH
LOTS 671 - 678 (BI)		VARIATION OF EASEMENT	AV366004U	25/03/22	10	BP
S11 & S12	S13, S15, Lot D, R7 Res 11, 12 & 19	STAGE PLAN	PS819166Y S7 & S9	16/11/22	11	TM
S36	Lots 3701 - 3731, S37, Road R37 and Res.37	STAGE PLAN	PS819166Y/S37	19/01/23	12	JBHB
LOT S13	LOTS 2401-2436, CP 2 & ADDITIONAL CP1	STAGE PLAN	PS819166Y/S8	06/04/23	13	KL
LOT S15	LOT S40 & S41	STAGE PLAN	PS819166Y/S29	10/07/23	14	KN
LOT S14	LOTS 1501-1530, ROAD R11, RESERVE NO.15 AND STAGE LOT S17	STAGE PLAN	PS819166Y/S15	15/11/23	15	RR
LOT S17	LOTS 1601 to 1630, Road R-12 & Reserve No.16	STAGE PLAN	PS819166Y/S16	23/11/23	16	HJR
LOT S18	LOTS 1701-1736, S20 & ROAD R-13	STAGE PLAN	PS819166Y/S19	4/03/24	17	AR



**Date of issue**  
03/03/2025

**Assessment No.**  
1222918

**Certificate No.**  
169540

**Your reference**  
76003879-021-1

Landata  
GPO Box 527  
MELBOURNE VIC 3001

## Land information certificate for the rating year ending 30 June 2025

**Property location:** 78 Merryvale Drive WOLLERT 3750

**Description:** LOT: 1615 PS: 819166Y

**AVPCC:** 100 Vacant Residential Dwelling Site/Surveyed Lot

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$440,000	\$440,000	\$22,000

The Net Annual Value is used for rating purposes. The Capital Improved Value is used for fire levy purposes.

### 1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2024 and are payable by quarterly instalments due 30 Sep. (1<sup>st</sup>), 30 Nov. (2<sup>nd</sup>), 28 Feb. (3<sup>rd</sup>) and 31 May (4<sup>th</sup>) or in a lump sum by 15 Feb.

#### Rates & charges

General rate levied on 01/07/2024	\$1,030.39	
Fire services charge (Res) levied on 01/07/2024	\$132.00	
Fire services levy (Res) levied on 01/07/2024	\$38.28	
Arrears to 30/06/2024	-\$111.52	
Interest to 03/03/2025	\$0.00	
Other adjustments	\$0.00	
Less Concessions	\$0.00	
Sustainable land management rebate	\$0.00	
Payments	-\$789.15	
<b>Balance of rates &amp; charges due:</b>		<b>\$300.00</b>

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

**Total rates, charges and other monies due** **\$300.00**

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

#### Council Offices

25 Ferres Boulevard, South Morang VIC 3752

**Mail to:** Locked Bag 1, Bundoora MDC VIC 3083

**Phone:** 9217 2170

**National Relay Service:** 133 677 (ask for 9217 2170)

**Email:** [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au)

Free telephone interpreter service

 **131 450**

ABN 72 431 091 058

[whittlesea.vic.gov.au](http://whittlesea.vic.gov.au)

**2. Outstanding or potential liability / sub-divisional requirement:**

There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

**3. Notices and orders:**

The following notices and orders on the land have continuing application under the *Local Government Act 2020*, *Local Government Act 1989* or under a local law of the Council:

No Orders applicable.

**4. Specified flood level:**

There is no specified flood level within the meaning of Regulation 802(2) of the Building Regulations 2006.

**5. Special notes:**

The purchaser must pay all rates and charges outstanding, immediately upon settlement. Payments shown on this certificate are subject to clearance by the bank.

***Interest penalty on late payments***

Overdue amounts will be charged penalty interest as fixed under the *Penalty Interest Rates Act 1983*. It will be applied after the due date of an instalment. For lump sum payers intending to pay by 15 February, interest penalty will be applied after the due date of the lump sum, but calculated on each of the instalment amounts that are overdue from the day after their due dates. In all cases interest penalty will continue to accrue until all amounts are paid in full.

**6. Other information:**



Authorising Officer

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the *Local Government Act 2020*, the *Local Government Act 1989*, the *Local Government Act 1958* or under a local law of the Council.

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

---

Payment can be made using these options.

---



[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Ref 1222918



Phone 1300 301 185  
Ref 1222918



Biller Code 5157  
Ref 1222918



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](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

27th February 2025

G W Solicitors C/- InfoTrack (Smokeball) C/- LANDA  
LANDATA

Dear G W Solicitors C/- InfoTrack (Smokeball) C/- LANDA,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	78 MERRYVALE DRIVE WOLLERT 3750
<b>Applicant</b>	G W Solicitors C/- InfoTrack (Smokeball) C/- LANDA LANDATA
<b>Information Statement</b>	30921863
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	714933

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 [propertyflow@yvw.com.au](mailto:propertyflow@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,

Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

**Yarra Valley Water Property Information Statement**

Property Address	78 MERRYVALE DRIVE WOLLERT 3750
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Existing sewer mains will be shown on the Asset Plan.

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

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit [yvw.com.au/recycled](http://yvw.com.au/recycled).

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.

### Melbourne Water Property Information Statement

Property Address	78 MERRYVALE DRIVE WOLLERT 3750
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

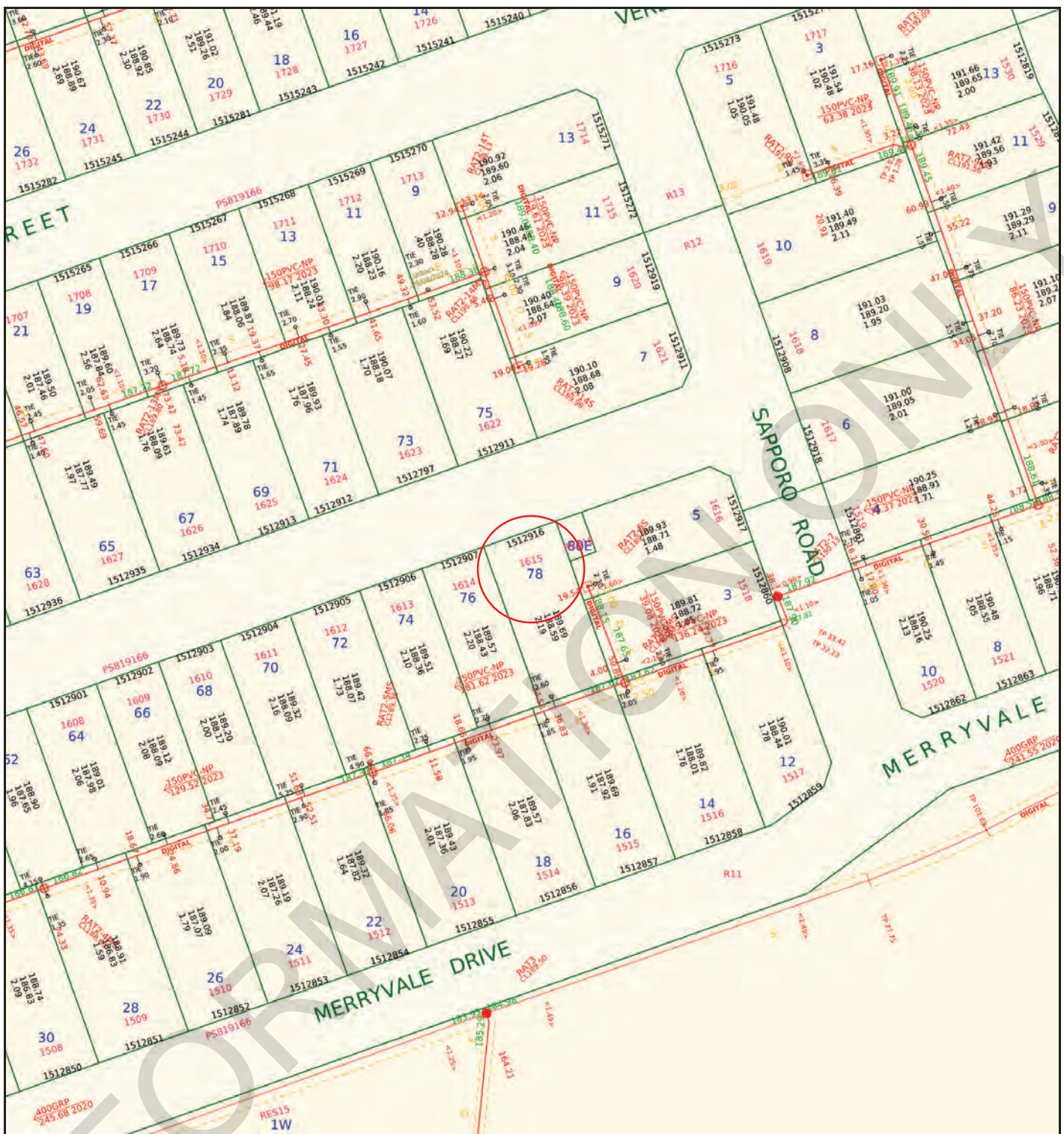
#### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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: 30921863**

<b>Address</b>	78 MERRYVALE DRIVE WOLLERT 3750
<b>Date</b>	27/02/2025
<b>Scale</b>	1:1000



**Yarra Valley Water**  
ABN 93 066 902 501



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	 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

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

G W Solicitors C/- InfoTrack (Smokeball) C/- LANDA  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 2093293527  
**Rate Certificate No:** 30921863

**Date of Issue:** 27/02/2025  
**Your Ref:** 714933

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
78 MERRYVALE DR, WOLLERT VIC 3750	1615/PS819166	5300645	Residential

Agreement Type	Period	Charges	Outstanding
Parks Fee	01-01-2025 to 31-03-2025	\$21.50	\$21.50
Drainage Fee	01-01-2025 to 31-03-2025	\$30.10	\$30.10
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$51.60

GENERAL MANAGER  
RETAIL SERVICES

### Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and 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.
4. 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.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. 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.

7. 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.

8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

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

INFORMATION ONLY



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

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.

Property No: 5300645

Address: 78 MERRYVALE DR, WOLLERT VIC 3750

Water Information Statement Number: 30921863

#### HOW TO PAY



Billor Code: 314567  
Ref: 20932935277

Amount  
Paid

Date  
Paid

Receipt  
Number

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1115303

## APPLICANT'S NAME & ADDRESS

G W SOLICITORS C/- INFOTRACK (SMOKEBALL) C/-  
LANDATA  
DOCKLANDS

## VENDOR

CHARALAMBOUS, DANNY ACHILLEAS

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

714933

This certificate is issued for:

LOT 1615 PLAN PS819166 ALSO KNOWN AS 78 MERRYVALE DRIVE WOLLERT  
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a URBAN GROWTH ZONE - SCHEDULE 5
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 16
- and MAY BE SUBJECT TO A GROWTH AREAS INFRASTRUCTURE CONTRIBUTION - FOR MORE INFORMATION GO TO THE WEBSITE  
(<https://www.planning.vic.gov.au/legislation-regulations-and-fees/planning-legislation/growth-areas-infrastructure-contribution>)

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

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

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

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

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

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

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

27 February 2025

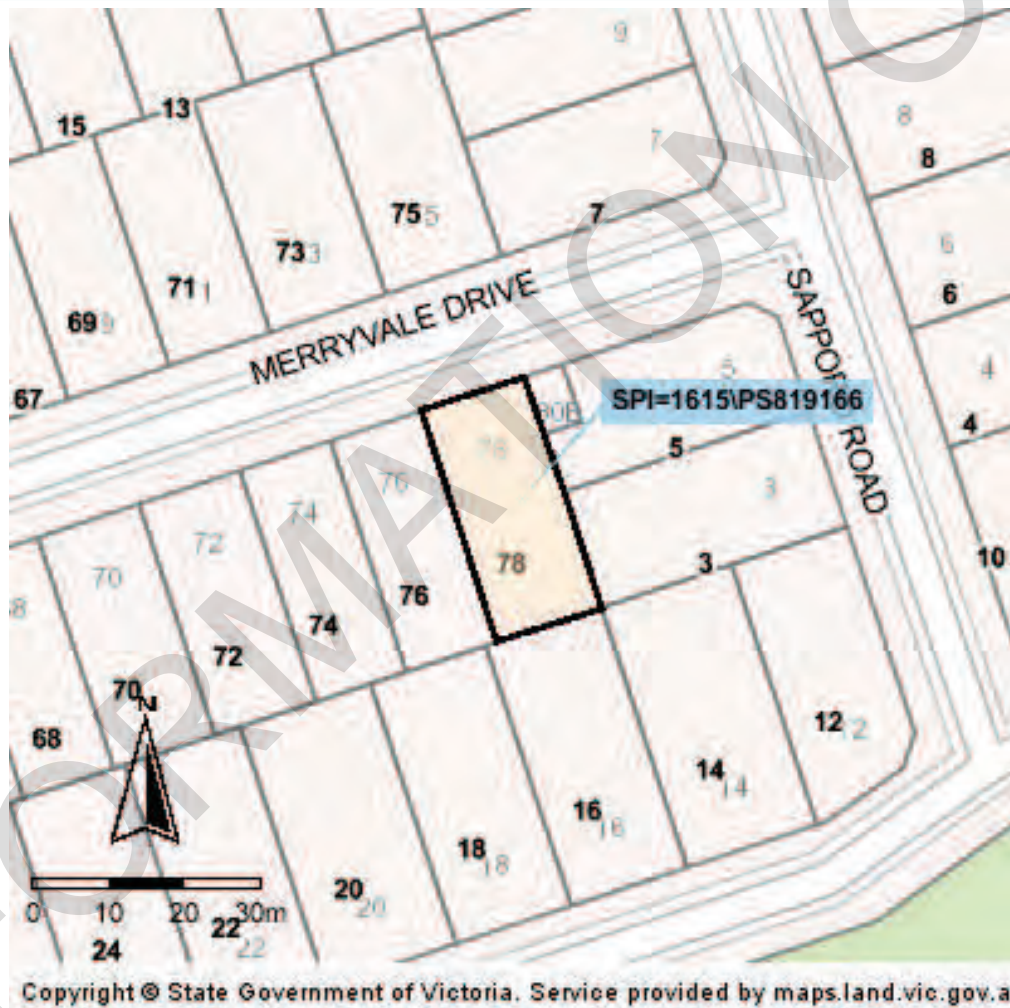
**Sonya Kilkenny**  
Minister for Planning

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@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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



### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

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

### Privacy Statement

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

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 27 February 2025 11:10 PM

## PROPERTY DETAILS

Address: **78 MERRYVALE DRIVE WOLLERT 3750**  
Lot and Plan Number: **Lot 1615 PS819166**  
Standard Parcel Identifier (SPI): **1615\PS819166**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **1222918**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 388 C8**

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

[Planning Scheme - Whittlesea](#)

## 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: **NORTHERN METROPOLITAN**  
Legislative Assembly: **THOMASTOWN**

## OTHER

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

[View location in VicPlan](#)

## Note

**This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.**

For more information about this project go to [Victorian Planning Authority](#)

## Planning Zones

[URBAN GROWTH ZONE \(UGZ\)](#)

[URBAN GROWTH ZONE - SCHEDULE 5 \(UGZ5\)](#)



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

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Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

## Planning Overlay

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)  
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 16 (DCPO16)



## Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution. For more information about this contribution go to [Victorian Planning Authority](http://www.victorianplanningauthority.gov.au)

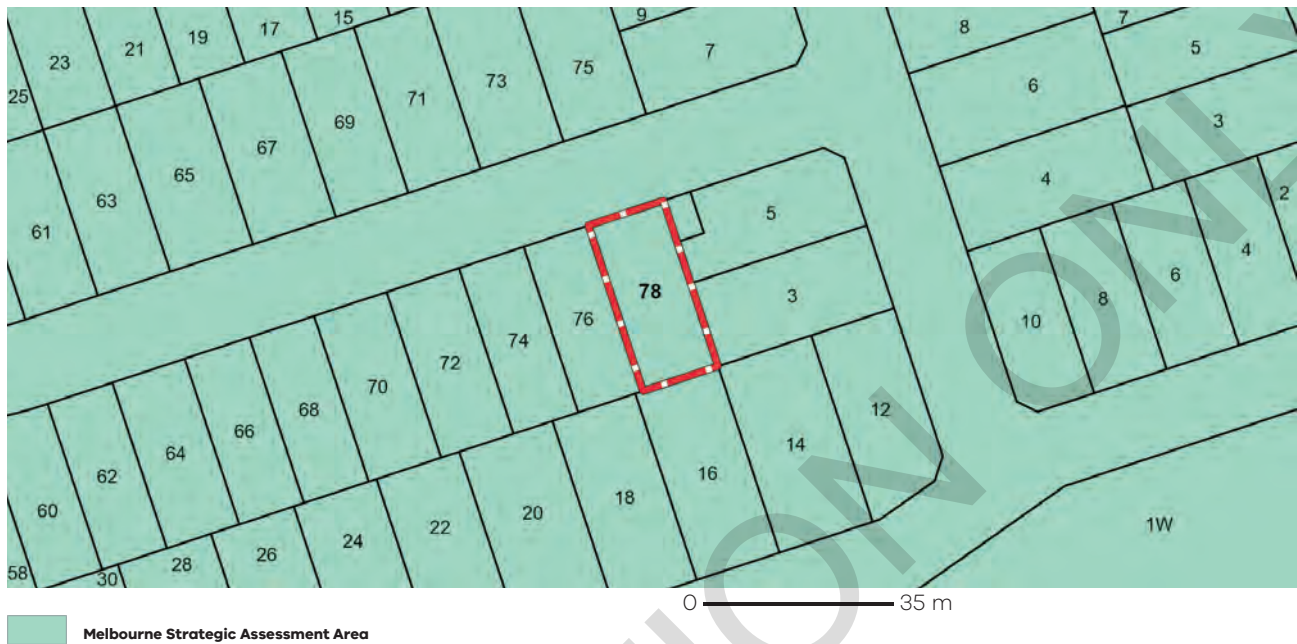


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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

## Melbourne Strategic Assessment

This property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://nvim.delwp.vic.gov.au/BCS>



## Further Planning Information

Planning scheme data last updated on 26 February 2025.

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

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

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

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

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

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

G W Solicitors C/- InfoTrack (Smokeball)  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 714933

NO PROPOSALS. As at the 27th February 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

78 MERRYVALE DRIVE, WOLLERT 3750  
CITY OF WHITTLESEA

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 27th February 2025

Telephone enquiries regarding content of certificate: 13 11 71



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 27/02/2025 11:10:07 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS819166Y**

The land in PS819166Y is affected by 2 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Properties 1, 2, Lots 401 - 491, 501 - 591, 601 - 621, 624 - 678, 1501 - 1530, 1601 - 1630, 1701 - 1736, 1801 - 1831, 1901 - 1938, 2401 - 2436, 3101 - 3164, 3501 - 3504, 3601 - 3608, 3701 - 3731, S10, S16, S22, S37, S41.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

LEVEL 1 6 RIVERSIDE QUAY SOUTHBANK VIC 3006

AW733345N 14/04/2023

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

1. OC046667G 15/01/2020

### Additional Owners Corporation Information:

OC046666J 15/01/2020

### Notations:

Only the members of Owners Corporation 2 are entitled to use Common Property No. 2.

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Lot 401	10	10
Lot 402	10	10
Lot 403	10	10
Lot 404	10	10



# Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1  
PLAN NO. PS819166Y

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 405	10	10
Lot 406	10	10
Lot 407	10	10
Lot 408	10	10
Lot 409	10	10
Lot 410	10	10
Lot 411	10	10
Lot 412	10	10
Lot 413	10	10
Lot 414	10	10
Lot 415	10	10
Lot 416	10	10
Lot 417	10	10
Lot 418	10	10
Lot 419	10	10
Lot 420	10	10
Lot 421	10	10
Lot 422	10	10
Lot 423	10	10
Lot 424	10	10
Lot 425	10	10
Lot 426	10	10
Lot 427	10	10
Lot 428	10	10
Lot 429	10	10
Lot 430	10	10
Lot 431	10	10
Lot 432	10	10
Lot 433	10	10



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### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 434	10	10
Lot 435	10	10
Lot 436	10	10
Lot 437	10	10
Lot 438	10	10
Lot 439	10	10
Lot 440	10	10
Lot 441	10	10
Lot 442	10	10
Lot 443	10	10
Lot 444	10	10
Lot 445	10	10
Lot 446	10	10
Lot 447	10	10
Lot 448	10	10
Lot 449	10	10
Lot 450	10	10
Lot 451	10	10
Lot 452	10	10
Lot 453	10	10
Lot 454	10	10
Lot 455	10	10
Lot 456	10	10
Lot 457	10	10
Lot 458	10	10
Lot 459	10	10
Lot 460	10	10
Lot 461	10	10
Lot 462	10	10



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OWNERS CORPORATION 1  
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### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 463	10	10
Lot 464	10	10
Lot 465	10	10
Lot 466	10	10
Lot 467	10	10
Lot 468	10	10
Lot 469	10	10
Lot 470	10	10
Lot 471	10	10
Lot 472	10	10
Lot 473	10	10
Lot 474	10	10
Lot 475	10	10
Lot 476	10	10
Lot 477	10	10
Lot 478	10	10
Lot 479	10	10
Lot 480	10	10
Lot 481	10	10
Lot 482	10	10
Lot 483	10	10
Lot 484	10	10
Lot 485	10	10
Lot 486	10	10
Lot 487	10	10
Lot 488	10	10
Lot 489	10	10
Lot 490	10	10
Lot 491	10	10



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OWNERS CORPORATION 1  
PLAN NO. PS819166Y

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 501	10	10
Lot 502	10	10
Lot 503	10	10
Lot 504	10	10
Lot 505	10	10
Lot 506	10	10
Lot 507	10	10
Lot 508	10	10
Lot 509	10	10
Lot 510	10	10
Lot 511	10	10
Lot 512	10	10
Lot 513	10	10
Lot 514	10	10
Lot 515	10	10
Lot 516	10	10
Lot 517	10	10
Lot 518	10	10
Lot 519	10	10
Lot 520	10	10
Lot 521	10	10
Lot 522	10	10
Lot 523	10	10
Lot 524	10	10
Lot 525	10	10
Lot 526	10	10
Lot 527	10	10
Lot 528	10	10
Lot 529	10	10



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### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 530	10	10
Lot 531	10	10
Lot 532	10	10
Lot 533	10	10
Lot 534	10	10
Lot 535	10	10
Lot 536	10	10
Lot 537	10	10
Lot 538	10	10
Lot 539	10	10
Lot 540	10	10
Lot 541	10	10
Lot 542	10	10
Lot 543	10	10
Lot 544	10	10
Lot 545	10	10
Lot 546	10	10
Lot 547	10	10
Lot 548	10	10
Lot 549	10	10
Lot 550	10	10
Lot 551	10	10
Lot 552	10	10
Lot 553	10	10
Lot 554	10	10
Lot 555	10	10
Lot 556	10	10
Lot 557	10	10
Lot 558	10	10



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OWNERS CORPORATION 1  
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### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 559	10	10
Lot 560	10	10
Lot 561	10	10
Lot 562	10	10
Lot 563	10	10
Lot 564	10	10
Lot 565	10	10
Lot 566	10	10
Lot 567	10	10
Lot 568	10	10
Lot 569	10	10
Lot 570	10	10
Lot 571	10	10
Lot 572	10	10
Lot 573	10	10
Lot 574	10	10
Lot 575	10	10
Lot 576	10	10
Lot 577	10	10
Lot 578	10	10
Lot 579	10	10
Lot 580	10	10
Lot 581	10	10
Lot 582	10	10
Lot 583	10	10
Lot 584	10	10
Lot 585	10	10
Lot 586	10	10
Lot 587	10	10



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OWNERS CORPORATION 1  
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### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 588	10	10
Lot 589	10	10
Lot 590	10	10
Lot 591	10	10
Lot 601	10	10
Lot 602	10	10
Lot 603	10	10
Lot 604	10	10
Lot 605	10	10
Lot 606	10	10
Lot 607	10	10
Lot 608	10	10
Lot 609	10	10
Lot 610	10	10
Lot 611	10	10
Lot 612	10	10
Lot 613	10	10
Lot 614	10	10
Lot 615	10	10
Lot 616	10	10
Lot 617	10	10
Lot 618	10	10
Lot 619	10	10
Lot 620	10	10
Lot 621	10	10
Lot 624	10	10
Lot 625	10	10
Lot 626	10	10
Lot 627	10	10



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### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 628	10	10
Lot 629	10	10
Lot 630	10	10
Lot 631	10	10
Lot 632	10	10
Lot 633	10	10
Lot 634	10	10
Lot 635	10	10
Lot 636	10	10
Lot 637	10	10
Lot 638	10	10
Lot 639	10	10
Lot 640	10	10
Lot 641	10	10
Lot 642	10	10
Lot 643	10	10
Lot 644	10	10
Lot 645	10	10
Lot 646	10	10
Lot 647	10	10
Lot 648	10	10
Lot 649	10	10
Lot 650	10	10
Lot 651	10	10
Lot 652	10	10
Lot 653	10	10
Lot 654	10	10
Lot 655	10	10
Lot 656	10	10



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### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 657	10	10
Lot 658	10	10
Lot 659	10	10
Lot 660	10	10
Lot 661	10	10
Lot 662	10	10
Lot 663	10	10
Lot 664	10	10
Lot 665	10	10
Lot 666	10	10
Lot 667	10	10
Lot 668	10	10
Lot 669	10	10
Lot 670	10	10
Lot 671	10	10
Lot 672	10	10
Lot 673	10	10
Lot 674	10	10
Lot 675	10	10
Lot 676	10	10
Lot 677	10	10
Lot 678	10	10
Lot 1501	10	10
Lot 1502	10	10
Lot 1503	10	10
Lot 1504	10	10
Lot 1505	10	10
Lot 1506	10	10
Lot 1507	10	10



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### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1508	10	10
Lot 1509	10	10
Lot 1510	10	10
Lot 1511	10	10
Lot 1512	10	10
Lot 1513	10	10
Lot 1514	10	10
Lot 1515	10	10
Lot 1516	10	10
Lot 1517	10	10
Lot 1518	10	10
Lot 1519	10	10
Lot 1520	10	10
Lot 1521	10	10
Lot 1522	10	10
Lot 1523	10	10
Lot 1524	10	10
Lot 1525	10	10
Lot 1526	10	10
Lot 1527	10	10
Lot 1528	10	10
Lot 1529	10	10
Lot 1530	10	10
Lot 1601	10	10
Lot 1602	10	10
Lot 1603	10	10
Lot 1604	10	10
Lot 1605	10	10
Lot 1606	10	10



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OWNERS CORPORATION 1  
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### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1607	10	10
Lot 1608	10	10
Lot 1609	10	10
Lot 1610	10	10
Lot 1611	10	10
Lot 1612	10	10
Lot 1613	10	10
Lot 1614	10	10
Lot 1615	10	10
Lot 1616	10	10
Lot 1617	10	10
Lot 1618	10	10
Lot 1619	10	10
Lot 1620	10	10
Lot 1621	10	10
Lot 1622	10	10
Lot 1623	10	10
Lot 1624	10	10
Lot 1625	10	10
Lot 1626	10	10
Lot 1627	10	10
Lot 1628	10	10
Lot 1629	10	10
Lot 1630	10	10
Lot 1701	10	10
Lot 1702	10	10
Lot 1703	10	10
Lot 1704	10	10
Lot 1705	10	10



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### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1706	10	10
Lot 1707	10	10
Lot 1708	10	10
Lot 1709	10	10
Lot 1710	10	10
Lot 1711	10	10
Lot 1712	10	10
Lot 1713	10	10
Lot 1714	10	10
Lot 1715	10	10
Lot 1716	10	10
Lot 1717	10	10
Lot 1718	10	10
Lot 1719	10	10
Lot 1720	10	10
Lot 1721	10	10
Lot 1722	10	10
Lot 1723	10	10
Lot 1724	10	10
Lot 1725	10	10
Lot 1726	10	10
Lot 1727	10	10
Lot 1728	10	10
Lot 1729	10	10
Lot 1730	10	10
Lot 1731	10	10
Lot 1732	10	10
Lot 1733	10	10
Lot 1734	10	10



# Department of Environment, Land, Water & Planning

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**OWNERS CORPORATION 1  
PLAN NO. PS819166Y**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1735	10	10
Lot 1736	10	10
Lot 1801	10	10
Lot 1802	10	10
Lot 1803	10	10
Lot 1804	10	10
Lot 1805	10	10
Lot 1806	10	10
Lot 1807	10	10
Lot 1808	10	10
Lot 1809	10	10
Lot 1810	10	10
Lot 1811	10	10
Lot 1812	10	10
Lot 1813	10	10
Lot 1814	10	10
Lot 1815	10	10
Lot 1816	10	10
Lot 1817	10	10
Lot 1818	10	10
Lot 1819	10	10
Lot 1820	10	10
Lot 1821	10	10
Lot 1822	10	10
Lot 1823	10	10
Lot 1824	10	10
Lot 1825	10	10
Lot 1826	10	10
Lot 1827	10	10



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OWNERS CORPORATION 1  
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### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1828	10	10
Lot 1829	10	10
Lot 1830	10	10
Lot 1831	10	10
Lot 1901	10	10
Lot 1902	10	10
Lot 1903	10	10
Lot 1904	10	10
Lot 1905	10	10
Lot 1906	10	10
Lot 1907	10	10
Lot 1908	10	10
Lot 1909	10	10
Lot 1910	10	10
Lot 1911	10	10
Lot 1912	10	10
Lot 1913	10	10
Lot 1914	10	10
Lot 1915	10	10
Lot 1916	10	10
Lot 1917	10	10
Lot 1918	10	10
Lot 1919	10	10
Lot 1920	10	10
Lot 1921	10	10
Lot 1922	10	10
Lot 1923	10	10
Lot 1924	10	10
Lot 1925	10	10



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OWNERS CORPORATION 1  
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### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1926	10	10
Lot 1927	10	10
Lot 1928	10	10
Lot 1929	10	10
Lot 1930	10	10
Lot 1931	10	10
Lot 1932	10	10
Lot 1933	10	10
Lot 1934	10	10
Lot 1935	10	10
Lot 1936	10	10
Lot 1937	10	10
Lot 1938	10	10
Lot 2401	10	10
Lot 2402	10	10
Lot 2403	10	10
Lot 2404	10	10
Lot 2405	10	10
Lot 2406	10	10
Lot 2407	10	10
Lot 2408	10	10
Lot 2409	10	10
Lot 2410	10	10
Lot 2411	10	10
Lot 2412	10	10
Lot 2413	10	10
Lot 2414	10	10
Lot 2415	10	10
Lot 2416	10	10



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### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2417	10	10
Lot 2418	10	10
Lot 2419	10	10
Lot 2420	10	10
Lot 2421	10	10
Lot 2422	10	10
Lot 2423	10	10
Lot 2424	10	10
Lot 2425	10	10
Lot 2426	10	10
Lot 2427	10	10
Lot 2428	10	10
Lot 2429	10	10
Lot 2430	10	10
Lot 2431	10	10
Lot 2432	10	10
Lot 2433	10	10
Lot 2434	10	10
Lot 2435	10	10
Lot 2436	10	10
Lot 3101	10	10
Lot 3102	10	10
Lot 3103	10	10
Lot 3104	10	10
Lot 3105	10	10
Lot 3106	10	10
Lot 3107	10	10
Lot 3108	10	10
Lot 3109	10	10



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OWNERS CORPORATION 1  
PLAN NO. PS819166Y

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3110	10	10
Lot 3111	10	10
Lot 3112	10	10
Lot 3113	10	10
Lot 3114	10	10
Lot 3115	10	10
Lot 3116	10	10
Lot 3117	10	10
Lot 3118	10	10
Lot 3119	10	10
Lot 3120	10	10
Lot 3121	10	10
Lot 3122	10	10
Lot 3123	10	10
Lot 3124	10	10
Lot 3125	10	10
Lot 3126	10	10
Lot 3127	10	10
Lot 3128	10	10
Lot 3129	10	10
Lot 3130	10	10
Lot 3131	10	10
Lot 3132	10	10
Lot 3133	10	10
Lot 3134	10	10
Lot 3135	10	10
Lot 3136	10	10
Lot 3137	10	10
Lot 3138	10	10



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Land Parcel	Entitlement	Liability
Lot 3139	10	10
Lot 3140	10	10
Lot 3141	10	10
Lot 3142	10	10
Lot 3143	10	10
Lot 3144	10	10
Lot 3145	10	10
Lot 3146	10	10
Lot 3147	10	10
Lot 3148	10	10
Lot 3149	10	10
Lot 3150	10	10
Lot 3151	10	10
Lot 3152	10	10
Lot 3153	10	10
Lot 3154	10	10
Lot 3155	10	10
Lot 3156	10	10
Lot 3157	10	10
Lot 3158	10	10
Lot 3159	10	10
Lot 3160	10	10
Lot 3161	10	10
Lot 3162	10	10
Lot 3163	10	10
Lot 3164	10	10
Lot 3501	10	10
Lot 3502	10	10
Lot 3503	10	10



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### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3504	10	10
Lot 3601	10	10
Lot 3602	10	10
Lot 3603	10	10
Lot 3604	10	10
Lot 3605	10	10
Lot 3606	10	10
Lot 3607	10	10
Lot 3608	10	10
Lot 3701	10	10
Lot 3702	10	10
Lot 3703	10	10
Lot 3704	10	10
Lot 3705	10	10
Lot 3706	10	10
Lot 3707	10	10
Lot 3708	10	10
Lot 3709	10	10
Lot 3710	10	10
Lot 3711	10	10
Lot 3712	10	10
Lot 3713	10	10
Lot 3714	10	10
Lot 3715	10	10
Lot 3716	10	10
Lot 3717	10	10
Lot 3718	10	10
Lot 3719	10	10
Lot 3720	10	10



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OWNERS CORPORATION 1  
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### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3721	10	10
Lot 3722	10	10
Lot 3723	10	10
Lot 3724	10	10
Lot 3725	10	10
Lot 3726	10	10
Lot 3727	10	10
Lot 3728	10	10
Lot 3729	10	10
Lot 3730	10	10
Lot 3731	10	10
Lot S10	1000	1
Lot S16	1000	1
Lot S22	3000	1
Lot S37	200	1
Lot S41	420	1
<b>Total</b>	<b>11280.00</b>	<b>5665.00</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

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**OWNERS CORPORATION 2**  
**PLAN NO. PS819166Y**

The land in PS819166Y is affected by 2 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 2, Lots 2401 - 2436.

### Limitations on Owners Corporation:

Limited

### Postal Address for Services of Notices:

SUITE 12 LEVEL 2 100 OVERTON ROAD WILLIAMS LANDING VIC 3027

AW733345N 14/04/2023

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

1. OC058524N 06/04/2023

### Additional Owners Corporation Information:

OC058523Q 06/04/2023

### Notations:

Folio of the Register for Common Property No. 2 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 2	0	0
Lot 2401	10	10
Lot 2402	10	10
Lot 2403	10	10
Lot 2404	10	10
Lot 2405	10	10
Lot 2406	10	10



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 27/02/2025 11:10:08 PM

OWNERS CORPORATION 2  
PLAN NO. PS819166Y

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2407	10	10
Lot 2408	10	10
Lot 2409	10	10
Lot 2410	10	10
Lot 2411	10	10
Lot 2412	10	10
Lot 2413	10	10
Lot 2414	10	10
Lot 2415	10	10
Lot 2416	10	10
Lot 2417	10	10
Lot 2418	10	10
Lot 2419	10	10
Lot 2420	10	10
Lot 2421	10	10
Lot 2422	10	10
Lot 2423	10	10
Lot 2424	10	10
Lot 2425	10	10
Lot 2426	10	10
Lot 2427	10	10
Lot 2428	10	10
Lot 2429	10	10
Lot 2430	10	10
Lot 2431	10	10
Lot 2432	10	10
Lot 2433	10	10
Lot 2434	10	10
Lot 2435	10	10



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 27/02/2025 11:10:08 PM

OWNERS CORPORATION 2  
PLAN NO. PS819166Y

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2436	10	10
<b>Total</b>	<b>360.00</b>	<b>360.00</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.

## Owners Corporation Certificate

Section 151 Owners Corporations Act 2006 - Reg 16 & 17 Owners Corporation Regulations 2018 - Subdivision Act 1988

<b>Owners Corporation No.</b>	Owners Corporation No. 1 PS819166Y	
<b>Prepared for:</b>	Lot 1615	78 Merryvale Drive Wollert VIC 3750
<b>Postal Address:</b>	Suite 12, Level 2 / 100 Overton Road, Williams Landing VIC 3027	
<b>Vendor</b>	Danny Achilleas Charalambous and Krystal Yvonne Pavli	
<b>Purchaser:</b>	Not Known	
<b>Applicant:</b>	InfoTrack on behalf of G W Solicitors	
<b>Applicant Reference:</b>	25-095	
<p><b>IMPORTANT:</b> The information in this certificate has been issued on <b>7 March 2025</b></p> <p>The information contained within this certificate is only valid as of its date of issue. An updated certificate should be obtained prior to settlement to ensure the information contained within this certificate remains current and valid.</p>		
<p><b>This Certificate has been issued for Lot 1615 on Owners Corporation No. 1 PS819166Y</b></p>		

- The annual fee for the current financial year ending **30/06/2025** for the lot is **\$1009.80** payable on a quarterly basis.

*The annual contribution fee is set in accordance with the annual budget of the Owners Corporation that is resolved at the Annual General Meeting and may be subject to change depending on the budget set each year.*

Due Date	Description	Amount
01/07/2024	Pre-Issue OC Fee for period 01.07.2024 – 30.09.2024	\$247.50
01/10/2024	Pre-Issue OC Fee for period 01.10.2024 – 31.12.2024	\$247.50
01/01/2025	OC Fee for period 01.01.2025 – 31.03.2025	\$257.40
01/04/2025	OC Fee for period 01.04.2025 – 30.06.2025	\$257.40
	<b>Total:</b>	<b>\$1009.80</b>

- The fees are paid up until **31/03/2025**. Please note that should settlement occur on or after any due date, a further contribution fee will be due and payable plus an adjustment levy to align with the budget if an Annual General Meeting has taken place and an increase to the annual fees has been resolved by the Owners Corporation.
- The present total of unpaid fees (including levies, miscellaneous charges and interests) is: **\$0.00**  
**Please refer to the attached Current Owner Account Statement for a detailed breakdown.**

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

Due Date	Amount	Details
Nil	Nil	Nil

5. The repairs, maintenance or other work or act which has been or is about to be performed which may incur additional charges which have not been included in the annual fees and special levy fees are:  
**None known as of the date of this certificate.**

6. The Owners Corporation has the following insurance cover:  
**Please refer to Attachment 2: Owners Corporation Insurance Certificate of Currency**

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

7. The Owners Corporation has not resolved that members may arrange their own insurance under Section 63 of the Act.  
**In accordance with the note under item 6, privately owned lots within this OC must seek their own insurance for their respective lot's building and its contents.**

8. The total funds held by the Owners Corporation as at **7 March 2025** are:

Fund	Amount
Administrative Fund	<b>\$81,205.11</b>

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

10. As of **7 March 2025** there is a total amount of **\$50,475.93** of fees and levies owing to the Owners Corporation in arrears.  
**It was resolved that the Owners Corporation instruct Quantum United Management to engage a debt recovery firm to commence Owners Corporation Fee recovery if there are unpaid fees that are equal to or above the annual Owners Corporation Fees.**

11. The Owners Corporation is party to any proceedings or aware of any notices or orders which may give rise to proceedings as follow:  
**The manager is not aware of any legal proceedings as of the date of this certificate, other than debt/cost recovery as noted in item 10 above.**

12. The Owners Corporation has granted contracts, leases, licences or agreements affecting the common property as follows:
- **Club Rathdowne Limited (ACN 632 420 798) – Lease Agreement**
  - **Quantum United Management – Management Agreement**

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

**The registered proprietor of title effected by the Owners Corporation is an 'Owner Member' of Club Rathdowne Limited (ACN 632 420 798). The Company maintains and administers the operation and use of the Residents Leisure Centre facilities known as 'Club Rathdowne' and any other land in respect of the**

Rathdowne Project Land which it has been agreed to writing by the company to maintain on behalf of the Owners Corporation for the benefit of its Members and any other persons who are authorised to use such pursuant to the terms of the Constitution.

14. Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied?  
**None as of the date of this certificate.**
15. The Owners Corporation have resolved to appoint Quantum United Management as the Owners Corporation manager.
16. No proposal has been made for the appointment of an administrator.
17. Any other information:
- **Vendors are to handover any/all access proximity swipe access cards to Club Rathdowne that are currently in their possession (unless the current residential tenancy agreement is subject to transfer at settlement). Failure to provide these will result in the purchaser being required to purchase new access fobs.**
  - **Nature Strip Maintenance (Lots 101 to 699): All lots within Stages 1 to 6 are responsible for the maintenance of their nature strip(s) effective 01/12/2022. All other lot nature strips are currently being maintained by the developer until further notice.**

**IMPORTANT:**

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

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

18. The following attachments are linked to this certificate:
- Attachment 1: Minutes of the last Annual General Meeting
  - Attachment 2: Owners Corporation Insurance Certificate of Currency
  - Attachment 3: Owners Corporation Model Rules
  - Attachment 4: Owners Corporation Registered Rules
  - Attachment 5: Owners Corporation Building & Design Guidelines
  - Attachment 6: Change of Owner Details Form
  - Attachment 7: Club Rathdowne Lease

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

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

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

Signed on behalf of Owners Corporation No. 1 PS819166Y by:



**Jeremy Evans**

Dated: **7 March 2025**

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

**Quantum United Management Pty Ltd**

ABN 69 202 124 813

Suite 12, Level 2, 100 Overton Road

WILLIAMS LANDING VIC 3027

Phone: 03 8360 8800

Email: [rathdowne@quantumunited.com.au](mailto:rathdowne@quantumunited.com.au)

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

## SCHEDULE 3

*Owners Corporations Regulations 2018 Regulation 17*

### **What is an Owners Corporation?**

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

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

### **How are decisions made by an Owners Corporation?**

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

### **Owners Corporation rules**

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

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

### **Lot entitlement and lot liability**

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of Owners Corporation expenses that each Lot Owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

### **Further information**

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

### **Management of an Owners Corporation**

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

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

28 October 2024

**2024 Annual General Meeting Summary Report**

**Rathdowne OC1 PS 819166Y**

Dear Members,

Thank you to those who attended the Rathdowne OC1 PS 819166Y AGM held on Tuesday 15 October 2024.

We have prepared a summary of the key items addressed at the AGM and enclosed are the interim minutes for your perusal. The minutes are also available on the community app.

**O/C BUDGET**

As per the approved budget, the annual Administrative Fund Owners Corporation Fees for the period of 12 months commencing 1 July 2024, is \$461,478.60 plus GST plus GST. Club Rathdowne membership fees are set at \$424,190.00, which equates to approximately 90.6% of your owners corporation budget.

As outlined within the enclosed interim minutes it was resolved at the AGM, that the fee for a standard lot will increase to \$1,009.80 incl. GST per annum. This is an increase by \$19.80 per lot for the year OC fees are issued quarterly with due a due date on 1 July, 1 October, 1 January and 1 April each year

**COMMITTEE & COMMUNITY WORKING GROUPS**

The newly formed committee of the Owners Corporation will meet together to assist in ensuring the effective and efficient management of the whole community.

The Committees will assist with fostering, enhancing and promoting a sense of community through the implementation of a calendar of events. The Committees also provide a forum for ideas for improvement or maximising the community value (activities and classes etc.) that can be achieved from the wonderful assets within Club Rathdowne and feed suggestions and recommendations through for the consideration of the Board of Club Rathdowne.

We look forward to working with the new committee over the coming year and thank them for volunteering to assist your community.

Should you have any questions, please contact the office of Quantum United Management.

Yours faithfully,



Jeremy Evans  
Client Manager – Rathdowne Community  
Quantum United Management

**NOTICE OF INTERIM RESOLUTIONS OF THE  
ANNUAL GENERAL MEETING OF OWNERS CORPORATION  
No.1 PLAN OF SUBDIVISION 803931Y**

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

Interim resolutions become resolutions of the Owners Corporation:

- a. subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or
- b. if notice of a special general meeting is given within that 29-day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or
- c. if notice of a special general meeting is given within that 29-day period and the meeting is not held within 28 days after the notice is given, at the end of that 28-day period.

**Note:**

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

**MINUTES OF THE ANNUAL GENERAL MEETING**

**OF OWNERS CORPORATION No. 1 PLAN OF SUBDIVISION 819166Y HELD ON**

**Date:** Tuesday 15<sup>th</sup> October 2024

**Time:** 6:00 pm

**Place:** This meeting was held at Club Rathdowne in the Function Room.

**Meeting Opened at 6:09 PM**

**1. Attendances & Apologies**

Lot 414	Sharoon Saleem
Lot 441	Muhammad U Mahmud
Lot 504	Ashish Shah – (Arrived 18:28)
Lot 646	Peter Watt & Michelle Watt
Lot 671	Donna Fenech
Lot 672	Kristy Keeble
Lot 1712	Khalid Mukhtar Mahmoud

**Also Present**

Jeremy Evans representing Quantum United Management  
Lot 672 Luke Keeble

**Apologies**

Lot 2416                      Hugo & Susan Wickremaratne

**2. Proxies**

No proxies were received.

**3. Quorum & Entitlement to Vote**

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

**4. Chairperson of AGM**

Members present agreed to appoint Jeremy Evans representing the Owners Corporation as the Chair of the Annual General Meeting.

**5. Acceptance of Minutes**

**RESOLUTION:** It was resolved that the Minutes of the previous Annual General Meeting held on 30 January 2024 be adopted as a true and correct record.

*Motion Carried.*

**6. Reports:**

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

The Manager's report was taken as read.

**6.2. Committee Report / Section 115 of the Owners Corporation Act 2006**

The Committee report formed part of Managers' report.

**6.3. Dispute Resolution Report / Part 10 of the Owners Corporation Act 2006**

Pursuant to Section 159 of the Owners Corporation Act the Owners Corporation is required to provide a report in relation to the details of any dispute under this section within the reporting period.

Number of Complaints made under Division 1 of Part 10 of the Owners Corporation Act 2006:	0
Nature of complaints:	-
Number of Complaints on which action was taken:	0
Nature of matter in respect of action being taken:	-
Number of matters in which an application was made to VCAT (Victorian Civil and Administrative Tribunal):	0
Nature of matters in which an application was made to VCAT:	-
Outcome of matters in which an application was made to VCAT:	-

**7. Finance:**

**7.1. Annual Financial Statements for the period ending 1 July 2023 – 30 June 2024 (enclosed)**

**RESOLUTION:** It was resolved that the Owners Corporation adopt the Annual Financial Statements for the period 1<sup>st</sup> July 2023 to 30<sup>th</sup> June 2024.

*Motion Carried.*

**Note:** These financials prepared by Quantum United Management have been audited by an external independent auditor, Stannards Accounts and Advisors, as required under the Owners Corporation.

**7.2. Owners Corporation Budget for the period 1 July 2024 – 30 June 2025 (enclosed)**

This Owners Corporation and its members have numerous obligations pursuant to Section 4 of the Owners Corporation Act 2006. This section outlines numerous functions of the Owners Corporation including but not limited to the management and administration of common property, repair and maintenance of common property, all chattels fixtures, fittings and all services related to common property, applicable equipment and services for which an easement exists, various insurance obligations and all other obligations under the Subdivision Act 1988, Owners Corporation Act 2006, Owners Corporation Regulations 2018, Model Rules and the Owners Corporation's Registered Rules and all other applicable laws.

The Owners Corporation must prepare and approve a budget and set fees to ensure there is sufficient income to meet all of the expenditures related to these obligations.

Each owner will receive a fee notice with one amount that will also show a breakdown of the Administrative Fund and Maintenance Fund fee portions where applicable.

The annual financial year for this Owners Corporation is 1 July to 30 June each year.

**RESOLUTION:** It was resolved that the Owners Corporation adopt the Budget as tabled for the financial year 01<sup>st</sup> July 2024 to 30<sup>th</sup> June 2025.

*Motion Carried.*

**7.3. Owners Corporation Fees & Administrative Fund**

**7.3.1 Owners Corporation Fees Frequency**

**RESOLUTION:** It was resolved that the Owners Corporation Fees be set as per the approved budget, that these fees be set based on lot liability for the Administration fund and that these fees be payable quarterly in advance on 1st July, 1st October, 1st Jan and 1st April each year.

*Motion Carried.*

*The 2024/25 Owners Corporation approved Fees is set at \$1,009.80 (incl GST) per annum for each standard lot, which is a total annual increase of \$19.80 per lot compared to the previous year.*

<b>Quarterly Levy Contribution (Incl. GST) per quarter</b>	
OC Fees for 01/07/2024 - 30/09/2024 – Issued	\$ 247.50
OC Fees for 01/10/2024 - 31/12/2024 - Issued	\$ 247.50
OC Fees for 01/01/2025 - 31/03/2025	\$ 257.40
OC Fees for 01/04/2025 - 30/06/2025	\$ 257.40
<b>Total Annual Levy Contribution</b>	<b>\$ 1,009.80</b>

**7.3.2 Administrative Fund**

**RESOLUTION:** It was resolved that the Owners Corporation's annual Administrative Fund Owners Corporation Fees for the period of 12 months commencing **1 July 2024**, be struck in the amount of **\$461,478.60** plus GST as per the approved budget.

*Motion Carried.*

**7.4. Owners Corporation Fees due 1 July 2025 and 1 October 2025**

Due to the timing of the Annual General Meeting, the first two quarterly fee contributions of the following financial year, being **01 July 2025 - 30 June 2026**, fall due **before** the budget can be adopted.

The fee contributions for these two quarters, being 01<sup>st</sup> July 2025 to 30<sup>th</sup> September 2025 with a due date of 01 July 2025 and 01 October 2025 to 31 December 2025 with a due date of 01 October 2025, were agreed to be pre-issued quarterly fee contributions.

" 2025/2026 Pre-Issue Quarterly fee Contribution (incl. GST) per quarter *based on 10 units"	
OC Fees for 01/07/2025 - 30/09/2025	\$ 252.45
OC Fees for 01/10/2025 - 31/12/2025	\$ 252.45

**RESOLUTION:** It was resolved that the Owners Corporation Fees for the first two quarterly fee contribution periods of the financial year 01 July 2025 to 30 June 2026 be pre-issued and that these fees be set based on lot liability for the Administration Fund payable quarterly in advance on 01 July 2025 and 01 October 2025 respectively.

*Motion Carried.*

**7.5. Penalty Interest on Arrears**

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

*Motion Carried.*

The current interest rate is 10.0%

**7.6. Waiving of Penalty Interest on Arrears**

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

*Motion Carried.*

**7.7. Debt Recovery**

*The Owners Corporation will need to approve the engagement of a debt recovery firm (lawyer) to commence VCAT or Magistrates Court action to recover unpaid Owners Corporation fees. The action may include the engagement of the Sheriff, Summons to Oral Examination, garnishee of wages or bank accounts, bankruptcy action or foreclosure on assets.*

**RESOLUTION:** It was resolved that the Owners Corporation instruct Quantum United Management to engage a debt recovery firm to commence Owners Corporation Fee recovery if there are unpaid fees that are equal to or above two quarterly Owners Corporation Fees.

*Motion Carried.*

### 7.8. Cost Recovery

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

*Motion Carried.*

### 8. Insurance:

#### Review of current Owners Corporation Insurance Cover:

**RESOLUTION:** It was resolved that the Insurance policy details for the Owners Corporation required by Part 3 Division 6 of the Owners Corporation Act 2006 the details of which are outlined below be accepted, and that the Owners Corporation approve the renewal of the policies on the renewal date noted below:

*Motion Carried.*

Name of Company:	CHU Insurance
No. of Policy:	HU006103725
Insured:	819166Y
Building	\$21,000
Public Liability	\$30,000,000
Voluntary Workers	\$200,000/ \$2000 per week
Fidelity Guarantee	\$250,000
Office Bearer's Liability	\$1,000,000
Government Audit costs	\$25,000
Appeal Expenses	\$100,000
Legal Defence Expenses	\$50,000
<b>Renewal Date</b>	<b>20<sup>th</sup> April 2025</b>

Members were advised that the Owners Corporation Building Policy **DOES NOT** provide protection for privately owned homes or fittings. It is, therefore, the responsibility of the lot owner to ensure adequate cover is in place for privately owned properties.

#### **STANDING DIRECTION (INSURANCE RENEWAL)**

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

Your PDS for this policy can be obtained from the community website at <https://rathdowne.quantumunited.com.au/> by contacting our office.

## 9. Owners Corporation No. 1 PS 819166Y Committee

### Election Procedure

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

### Election of Owners Corporation Committee Members

#### **Committee Member 1:**

**MOTION:** It was resolved that Donna Fenech is elected to the committee as passed by simple majority votes.

*Motion Carried.*

#### **Committee Member 2:**

**MOTION:** It was resolved that Muhammad U Mahmud is elected to the committee as passed by simple majority votes.

*Motion Carried.*

#### **Committee Member 3:**

**MOTION:** It was resolved that Peter Watt is elected to the committee as passed by simple majority votes.

*Motion Carried.*

#### **NOTE:**

Pursuant to Section 103 (1) of the Owners Corporation Act, a committee of an owners corporation must have at least 3 and not more than 7 members. Subsection 1(A) however, indicates that the owners corporation, by ordinary resolution, may resolve that the committee may have more than 7 members but not more than 12 members.

Please also note pursuant to Section 103(7) of the Owners Corporation Act if a lot owner is in arrears for any amount of fees or other amount owing to the Owners Corporation the owner is not eligible to be elected as a member of the Committee. If a lot owner is a member of the Committee when any amount comes into arrears that member is suspended as a member of the Committee until the amount is paid.

#### *Owners Corporation Committee Members Have the Responsibility To:*

- *Act honestly and in good faith in the performance of his or her functions;*
- *Exercise due care and diligence in the performance of his or her functions;*
- *Not make improper use of his or her position as a member to gain, directly or indirectly an advantage for himself or herself or for any other person;*
- *Fulfil their fiduciary duties to the community and exercise discretion in a manner they reasonably believe to be in the best interests of the community;*
- *Balance the needs and obligations of the community as a whole with those of individual homeowners and residents;*
- *Encourage events that foster neighbourliness and a sense of community;*

- Endeavour to attend all Committee meetings where appropriate notice is provided;
- Provide complete and timely disclosure of any personal and financial conflicts of interest where applicable.

## 10. Other Business

### 10.1. Primary School within Rathdowne

The members in attendance enquired if the Primary School within Rathdowne is a member of the Owners Corporation and if they contribute fees and have access to Club Rathdowne and its facilities.

**Post AGM Note:** The Primary School is not a member of the Owners Corporation and therefore does not contribute fees nor does it have access to Club Rathdowne.

### 10.2. Coles and Other Planned Retail Shops

The members in attendance enquired if the planned Coles and other retail shops will be incorporated within the Owners Corporation and have access to Club Rathdowne and its facilities.

**Post AGM Note:** The commercial development will not be incorporated within the plan of subdivision and therefore will not have access to Club Rathdowne and its facilities.

### 10.3. Owners Corporation Fees

There was discussion around keeping the Owners Corporation fees as low as possible.

Quantum United collaborates closely with both the Owners Corporation Committee and Club Rathdowne Management to ensure responsible budgeting and identify opportunities to save money wherever possible.

It was explained that Owners Corporation is legally required to remain solvent and meet its ongoing obligations related to operational and administrative costs.

### 10.4. Club Rathdowne Arrears Management

The Members queried if Club Rathdowne Management get an alert when members that are in arrears swipe their access cards and use the clubs' facilities.

Quantum United will investigate this with Club Rathdowne Management.

### 10.5. Road Safety Within Rathdowne

Members raised the issue of residents driving too fast within the estate. It was noted that individuals can raise this matter with the Council, as the roads are the responsibility of the City of Whittlesea Council.

The traffic light timing at the estate entrance was also discussed (particularly the turning lights). It was noted that this would also be the responsibility of either City of Whittlesea Council or VicRoads.

## 11. Close of Meeting

The Chairperson declared the meeting close at 19:10

## Current Owner Account

Danny Charalambous and Krystal Pavli

Lot 1615 Unit 78

OC No.1 PS819166Y

Rathdowne, 335, 430-440 Craigieburn Road, Wollert VIC 3750

Purchased: 07/12/2023 UE / AE: 10.00 / 5,666.00

Date	Details	Administrative Fund due/paid	Maintenance Fund due/paid	Unallocated	Interest paid	Total	Balance (-)prepaid
	Balance brought forward	0.00	0.00	0.00		0.00	0.00
1/01/2024	OC Fees 01.01.24 - 31.03.24	247.50	0.00	0.00	0.00	247.50	247.50
1/04/2024	OC Fees 01.04.24 to 30.06.24	247.50	0.00	0.00	0.00	247.50	495.00
9/04/2024	Levy payment for 1615/819166Y	-494.94	0.00	0.00	6.71	-501.65	0.06
13/06/2024	Levy payment for 1615/819166Y	-247.56	0.00	0.00	0.00	-247.56	-247.50
1/07/2024	OC Fees 01.07.24 to 30.09.24	247.50	0.00	0.00	0.00	247.50	0.00
6/09/2024	Levy payment for 1615/819166Y	-247.50	0.00	0.00	0.00	-247.50	-247.50
1/10/2024	OC Fees 01.10.24 to 31.12.24	247.50	0.00	0.00	0.00	247.50	0.00
26/11/2024	Levy payment for 1615/819166Y	-257.40	0.00	0.00	0.00	-257.40	-257.40
1/01/2025	OC Fees 01.01.25 to 31.03.25	257.40	0.00	0.00	0.00	257.40	0.00
1/04/2025	OC Fees 01.04.25 to 30.06.25	257.40	0.00	0.00	0.00	257.40	
1/07/2025	OC Fees 01.07.25 to 30.09.25	252.45	0.00	0.00	0.00	252.45	
1/10/2025	OC Fees 01.10.25 to 31.12.25	252.45	0.00	0.00	0.00	252.45	
07/03/2025	Current balances excluding interest						
	Administrative Fund		0.00				
	Maintenance Fund		0.00				
	Unallocated Money Fund		0.00				
			<u>0.00</u>				
	Interest due as at 07/03/2025		0.00				
	<b>Current balance including interest</b>		<b><u>\$0.00</u></b>				

**Lease**  
**Section 66(1) Transfer of Land Act 1958**

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Lodged by

Name: Clayton Utz

Phone: (03) 9286 6000

Address: DX 38451, 333 Collins VIC

Reference: 14193/21126/80207851

Customer Code: 1416K

The lessor leases to the lessee the land, for the term starting on the commencement date and ending on the expiry date, and yearly rent specified, subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this lease, and subject to the covenants and conditions contained in this lease.

**Land: (volume and folio)**

The land identified in the plan attached as Annexure B being part of the land contained in:

First, Certificate of Title Volume 12180 Folio 377

Secondly, Certificate of Title Volume 12180 Folio 378

**Lessor: (full name)**

First, Villawood Wollert No. 7 Pty Ltd ACN 604 687 881

Secondly, Craigieburn Road Projects Pty Ltd ACN 603 586 456, both of Level 1, 6 Riverside Quay, Southbank, Victoria 3006

**Lessee: (full name and address, including postcode)**

Club Rathdowne Limited ACN 632 420 798 of Level 1, 6 Riverside Quay, Southbank, Victoria 3006

**Commencement date:**

**Expiry date:**

, being the date that is 99 years after the commencement date

**Rent:**

\$1.00 per annum payable on demand

Covenants: (set out here any MCP and/or additional covenants and conditions and the extent (if any) to which the covenants and powers implied under the Transfer of Land Act 1958 apply).

**Lease Covenants**

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## **1. Exclusion of Statutory Provisions**

### **1.1 Moratorium**

To the extent permitted by law, the application to this Lease or to any Party of any Law or any Requirement or any moratorium having the effect of extending or reducing the Term, reducing or postponing the payment of Rent or any part of it or otherwise affecting the operation of the terms of this Lease or its application to any Party is excluded and negated.

### **1.2 Exclusion of Statutory Provisions**

The covenants, powers and provisions implied in leases by virtue of the *Transfer of Land Act 1958* (Vic) are expressly negated.

---

## **2. Lease of Land**

### **2.1 The Lessor's Reservations**

The Lessor reserves the right for the Lessor and the Lessor's Employees to:

- (a) construct, or procure construction of, the Works;
- (b) carry out any works that may be required to comply with any applicable Law or Requirement; and
- (c) create any registered or unregistered easement or other right over the Land as long as it does not materially adversely affect the Lessee's rights under this Lease; and
- (d) enter the Land and the Premises for the purposes set out in this Clause.

### **2.2 The Lessor's Exercise of Rights**

Except in an emergency, the Lessor must give the Lessee reasonable notice of the Lessor's intended exercise of the rights set out in this Clause.

### **2.3 Ownership of Improvements and Fixtures Fittings and Equipment**

Ownership of all the Improvements on the Land, but not the Fixtures Fittings and Equipment, will revert to the Lessor on expiry of the Term (or any Further Term) (to the extent that they are not already owned by the Lessor) and the Lessor agrees to accept the Improvements in their then current condition subject to the Lessee having complied with its repair and maintenance obligations under this Lease.

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## **2.4 Services**

If the Lessor takes reasonable steps to minimise interference with the Lessee's use of the Premises:

- (a) the Lessor may grant a licence over any part of the Land reasonably required to install, operate, use, maintain, repair, alter, remove, replace and temporarily interrupt any services (including, without limitation, gas, electricity, telephone and telecommunication, water, sewerage and drainage) installed or to be installed and connected to the Premises or any part of the Rathdowne Project Land in favour of any third party service provider; and
- (b) the Lessee must observe the terms of any licence granted in accordance with clause 2.4(a) or any similar licence existing as at the date of this Lease.

---

## **3. Rent**

### **3.1 Lessee to pay Rent**

The Lessee covenants to pay the Rent:

- (a) at the times and in the manner set out and described in this lease, if demanded by the Lessor;
- (b) without any abatement, deduction or right of set-off; and
- (c) to the Lessor at the address set out and described in **Item 4** or to any other address or in any other way the Lessor directs the Lessee by Notice.

---

## **4. Rates and Taxes and GST**

### **4.1 Lessee to pay Rates and Taxes**

The Lessee must pay the Rates and Taxes:

- (a) to the assessing Authority on time if assessed directly against the Lessee or the Land; but otherwise
- (b) to the Lessor by the date which is 10 Business Days before the due date for payment if the Lessor must pay the Rates and Taxes and has given the Lessee a copy of the notice at least 10 Business Days before then.

### **4.2 Lessee to Produce Receipts**

The Lessee must produce receipts to the Lessor evidencing payment of the Rates and Taxes by the due date for payment if the Lessee is required to pay them to the assessing Authority.

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#### **4.3 Pro rata apportionment**

If necessary, the Rates and Taxes will be apportioned on a pro rata daily basis at the beginning and at the end of the Term.

#### **4.4 Objections against Assessments of Rates and Taxes**

- (a) If the Lessee considers that any assessment of Rates and Taxes payable by it under this Lease is incorrect or excessive, the Lessee may request in writing that the Lessor object to the assessment of Rates and Taxes, provided such request is reasonable.
- (b) If a reasonable request is made by the Lessee in accordance with **Clause 4.4(a)**:
  - (i) the Lessee must provide the Lessor with a draft submission to the relevant rating Authority detailing the grounds for objection to the assessment;
  - (ii) the Lessor agrees that it will lodge an objection to the assessment of Rates and Taxes addressing the matters referred to in the Lessee's submission; and
  - (iii) the Lessee agrees to pay all costs and expenses incurred by the Lessor (including legal costs on a full indemnity basis) in objecting to the relevant assessment.

#### **4.5 Goods and Services Tax**

- (a) If GST is or will be or is purported to be payable on any Supply the Party receiving the Supply must pay the Party making the Supply a sum equal to any GST payable by the supplier for that Supply.
- (b) To the extent that one Party is required to reimburse the other Party for costs incurred by the other Party, those costs do not include any amount in respect of GST for which the Party is entitled to claim an input tax credit.
- (c) A Party's obligation to pay an amount under this Clause is subject to a valid tax invoice being delivered to that Party. For the avoidance of any doubt, the Rent and all other payments under this Lease are exclusive of GST.

---

### **5. Cost of Services**

The Lessee must pay Costs for all Services (including any special, additional or unusual Services separately supplied, metered, consumed or connected as appropriate in, to or on the Land or the Premises):

- (a) by direct payment on or before the due date if assessed directly against the Land or the Premises; but otherwise

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- (b) by reimbursing the Lessor by the date which is 5 Business Days before the due date for payment if the Lessor has given a copy of the Notice to the Lessee at least 10 Business Days before then.

---

## **6. Costs**

The Lessee must pay to the Lessor all the Lessor's reasonable legal and other Costs including the Costs of valuers, quantity surveyors and other consultants engaged by the Lessor of and incidental to:

- (a) any consent required under this Lease;
- (b) any assignment of this Lease;
- (c) any variation, extension, surrender or termination of this Lease otherwise than by effluxion of time; and
- (d) any default by the Lessee or the Lessee's Employees in observing or performing any covenants contained or implied in this Lease.

---

## **7. Interest**

### **7.1 Payment**

The Lessee must pay on demand interest at the Default Rate on any Rent or other moneys which the Lessee has not paid within 30 days of the due date for payment.

### **7.2 Calculation**

Interest is to be calculated daily from the due date and is to continue until the overdue money is paid. The interest will be capitalised on the last day of each month and may be recovered in the same way as Rent in arrears.

### **7.3 No Prejudice**

If the Lessor requires the Lessee to pay interest, it is without prejudice to any other rights, powers and remedies which the Lessor may have under this Lease or at law.

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## **8. Use of Premises**

### **8.1 Lessee's Permitted Use and negative covenants**

The Lessee must not:

- (a) use the Premises for any purpose other than the Permitted Use;

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- (b) do anything or permit anything to be done in or on the Premises which in the reasonable opinion of the Lessor causes or may cause nuisance, damage, disturbance or danger to the Lessor or the occupiers or owners of any other property;
- (c) use or allow the use of any radio, television or other sound producing equipment at a volume that can be heard outside the Premises except with the prior written consent of the Lessor which is not to be unreasonably withheld but may be given conditionally;
- (d) affix any television or radio mast or antennae, satellite dish or any other communication device to any part of the Premises except with the prior written consent of the Lessor which is not to be unreasonably withheld but may be given conditionally;
- (e) except in the usual course of conducting the Permitted Use, write, paint, display, hang or affix any sign, advertisement, placard, name, flagpole, flag or notice on any part of the Premises except with the prior written consent of the Lessor which is not to be unreasonably withheld but may be given conditionally;
- (f) overload the floor, walls, roof or any other part of the Premises, or, bring onto or remove from the Premises any plant or heavy equipment which by reason of its weight or vibration in its operation or in any way is likely in the reasonable opinion of the Lessor to cause damage to any part of the Premises or the Services;
- (g) except to the extent that they are necessary for:
  - (i) the Permitted Use; or
  - (ii) maintenance of land within the Rathdowne Project Land,and then only in compliance with any Law or Requirement and in such quantities as are reasonably appropriate, store Hazardous Materials on or in the Premises;
- (h) install any equipment or system in the Premises that overloads or may overload the electrical or other Services to the Premises;
- (i) use the Premises as a residence unless it is a Permitted Use; or
- (j) use the Premises for an illegal purpose.

**8.2 Lessee's positive covenants**

The Lessee at its Cost must:

- (a) manage and operate, or procure the management and operation of, the Facilities for the duration of the Term;
- (b) make membership of the Lessee available to owners and residents of Lots affected by Owners Corporation No. 1 on PS 819166Y, subject to:

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- (i) payment by the Lessor of the fees referred to in **Clause 16**; and
- (ii) the terms of the constitution of the Lessee from time to time;
- (c) at all times carry out the Permitted Use in a business like and reputable manner;
- (d) keep the Premises clean and not permit any accumulation of useless property or rubbish in them;
- (e) keep the Premises free of pests, insects and vermin;
- (f) provide the Lessor (and keep updated when it changes) with the name, postal address, e-mail address, telephone and facsimile transmission numbers of a person or persons to contact during and after business hours if an emergency arises which affects the Premises;
- (g) comply with the Lessor's reasonable operational requirements for the Services and not interfere with the Services;
- (h) maintain and comply with all consents or approvals from all Authorities which from time to time are necessary or appropriate for the Permitted Use. The Lessee must not by any act or omission cause or permit any consent or approval to lapse or be revoked;
- (i) maintain documented risk management identification and treatment programs for the Premises and the Services;
- (j) comply with all:
  - (i) relevant and current occupational health and safety Laws and Requirements;
  - (ii) reasonable directions of the Lessor with respect to occupational, health and safety matters,insofar as they relate to the Premises;
- (k) arrange for the regular and efficient removal from the Premises of its refuse and rubbish;
- (l) if a notifiable infectious illness occurs in the Premises, promptly give Notice to the Lessor and all relevant Authorities and thoroughly fumigate and disinfect the Premises to the satisfaction of the Lessor and all relevant Authorities; and
- (m) undertake all fire protection works on the Land required by Law to the satisfaction of the Lessor and all relevant Authorities.

**8.3 No warranty as to use**

- (a) The Lessor gives no warranty (either present or future) that the Land or the Premises are fit for the Permitted Use.

## Lease

Section 66(1) Transfer of Land Act 1958

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- (b) The Lessee has entered into this Lease with full knowledge of and subject to any prohibitions or restrictions contained in any Law or any Requirement on how the Land or the Premises may be used.

### 8.4 Cost of alteration

The Lessee must pay to the Lessor on demand the Cost reasonably incurred by the Lessor of any alteration to any Services, sprinkler or fire prevention equipment and installations (including alarms) which may become necessary because of the non-compliance of the Lessee or of the Lessee's Employees with any Requirements, including those of any Lessee's insurer of the Premises or any Lessee's fittings within the period required or, if no period is required, within a reasonable period to meet those requirements.

---

## 9. Compliance with Laws and Requirements

### 9.1 Compliance with Laws

The Lessee at its Cost must comply with and observe all Laws and Requirements relating to the Land, the Premises, the Services and the Permitted Use. If the Lessee receives any Notice from an Authority, the Lessee must immediately provide a complete copy of it to the Lessor.

### 9.2 The Lessor may comply with Laws if Lessee defaults

If the Lessee fails to do so, the Lessor may comply with any Law or Requirement referred to in this Clause either in part or whole. If the Lessor does this:

- (a) any Costs incurred by the Lessor must be paid or reimbursed to the Lessor by the Lessee;
- (b) it is without prejudice to any of the Lessor's other rights in respect of non-compliance by the Lessee with its obligations under this Lease.

---

## 10. Maintenance, Repairs, Alterations and Additions

### 10.1 General repairing obligation

- (a) The Lessee at its Cost during the Term and any extension or holding over must keep the Premises and the Services in good and tenable repair and condition and clean and tidy. For the avoidance of doubt, the Lessee agrees that the Lessor will not be responsible for any structural or capital works in respect of the Premises after the Works are complete, such works being the responsibility of the Lessee.
- (b) The Lessee during the Term must also repair and maintain, if requested by an Owners Corporation and at the cost of that Owners Corporation:

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- (i) any landscaping within the Rathdowne Project Land for which that Owners Corporation is responsible; and
  - (ii) any entrance feature constructed or to be constructed at any of the entrances to the Rathdowne Project Land.
- (c) Before carrying out any repairs or maintenance to the Premises, the Lessee must obtain the written approval of all relevant Authorities.

### **10.2 The Lessor's right of inspection**

The Lessor or the Lessor's Employees may enter the Premises and view the state of repair and condition of the Premises and Services:

- (a) in the presence of the Authorised Officer of the Lessee if required by the Lessee; and
- (b) at reasonable times on giving to the Lessee reasonable notice in writing (except in the case of emergency when no notice is required).

### **10.3 Enforcement of repair obligations**

The Lessor may serve on the Lessee a Notice:

- (a) specifying any failure by the Lessee to carry out any repair, replacement or cleaning of the Premises or the Services which the Lessee is required to do under this Lease; and/or
- (b) require the Lessee to carry out the repair, replacement or cleaning within a reasonable time. If the Lessee does not comply with the Notice, the Lessor may elect to carry out such repair, replacement or cleaning and any Costs incurred must be paid by the Lessee when demanded by the Lessor.

### **10.4 The Lessor may enter to repair**

- (a) The Lessor, the Lessor's Employees and other persons authorised by the Lessor may at all reasonable times after giving the Lessee reasonable notice (except in the case of emergency when no notice is required) enter the Land and the Premises to carry out any works and repairs in the circumstances set out below. In doing so, the Lessor must endeavour not to cause undue inconvenience to the Lessee.
- (b) The circumstances for entry are:
  - (i) to carry out any repairs on or to the Premises or the Services, which the Lessor considers necessary or desirable or which relate to anything which the Lessor is obliged or entitled to do under this Lease;
  - (ii) if an Authority requires any repair or work to be undertaken on or to the Premises or the Services which the Lessor is either required or in the Lessor's

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discretion elects to do and for which the Lessee is not liable under this Lease; and/or

- (iii) if the Lessor elects to carry out any repair work which the Lessee is required or liable to do under this Lease by any Law or by any Requirement but fails to do so within the time specified or otherwise allowed for that work to be done.

**10.5 Alterations to Premises**

- (a) The Lessee may, or may procure any person on the Lessee's behalf, to carry out any Proposed Work without the Lessor's prior written consent after completion of the Works provided that:
  - (i) use of any Improvements constructed as a result of the Proposed Work will continue to be consistent with the Permitted Use;
  - (ii) the Proposed Work will not result in:
    - A. the Facilities failing to meet the Specifications;
    - B. fewer facilities being available for use by members of the Owners Corporations; or
    - C. the overall standard of the Improvements being reduced;
  - (iii) the Proposed Work is executed promptly and continuously in a proper and workmanlike manner in accordance with all Laws and Requirements; and
  - (iv) the Lessee obtains, keeps current and complies with all necessary approvals or permits from all Authorities necessary to enable any Proposed Work to be lawfully effected, and on request by the Lessor produces for inspection by the Lessor copies of all such approvals and permits.
- (b) If any Proposed Work has the potential to cause any of the matters referred to in **Clauses 10.5(a)(ii)A to 10.5(a)(ii)C** (inclusive), the Lessee must not carry out the Proposed Work without the consent of the Lessor, which may not be unreasonably withheld.
- (c) In seeking the Lessor's consent in accordance with **Clause 10.5(b)**, the Lessee must submit plans and specifications of the Proposed Work for the approval of the Lessor together with a list of the Persons (if any) from or to whom the Lessee proposes to call a tender or award a contract for the Proposed Work.
- (d) The Lessor may give consent subject to the Lessee satisfying the following requirements:
  - (i) any Proposed Work must be supervised by a Person approved by the Lessor;
  - (ii) any Proposed Work must be executed promptly and continuously in a proper and workmanlike manner in accordance with all Laws and Requirements;

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- (iii) the Lessee must pay on demand all Costs incurred by the Lessor in considering or inspecting the Proposed Work and its supervision, including the reasonable fees of architects, engineers or other building consultants reasonably engaged by or on behalf of the Lessor;
- (iv) the Lessee must obtain and keep current and comply with all necessary approvals or permits from all Authorities necessary to enable any Proposed Work to be lawfully effected, and must on request by the Lessor produce for inspection by the Lessor copies of all such approvals and permits; and
- (v) on completion of the Proposed Work the Lessee must immediately obtain and produce to the Lessor, any unconditional certificates of compliance or of satisfactory completion issued by relevant Authorities and, a certificate by a consultant approved by the Lessor that the Proposed Work has been carried out in accordance with the plans and specifications approved by the Lessor.

## **10.6 Notice to the Lessor of damage, accident etc**

The Lessee must immediately give Notice to the Lessor of any:

- (a) material damage however caused, accident to or defects in the Premises or the Services;
- (b) circumstances likely to cause any damage or injury occurring within the Premises of which the Lessee has actual or constructive notice;
- (c) fault in the Services; or
- (d) Notice from any Authority.

---

## **11. Assignment and Subletting**

### **11.1 No Disposal of Lessee's interest**

Except as provided in **Clause 11.2**, the Lessee must not:

- (a) assign, transfer, part with or share the possession of or otherwise dispose of the Lessee's estate or interest in the Land or any part of the Land or the Premises or this Lease; or
- (b) declare itself trustee of the Land or any part of the Land or of any legal or equitable estate or interest in the Land or the Premises.

### **11.2 Operator of Premises**

- (a) The Lessor acknowledges that the Lessee may engage an Operator or Operators to manage and operate the Premises and the Lessee or the Operator or Operators may enter into arrangements with other service providers for the operation of the Premises.

## Lease

### Section 66(1) Transfer of Land Act 1958

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- (b) The Lessee may grant a sub-lease, or licence (as applicable) to occupy and use a part of the Premises on terms considered reasonably acceptable by the Lessee to any service provider who provides goods or services at the Premises.

### 11.3 S.144 excluded

Section 144 of the *Property Law Act 1958* (Vic) does not apply to this Lease.

---

## 12. Insurance and Indemnities

### 12.1 Insurances to be taken out by Lessee

The Lessee must effect and maintain, or procure that the First Owners Corporation effects and maintains, at the Lessee's Cost:

- (a) a standard public liability insurance policy endorsed to extend the indemnity under the policy to include the Lessee's liability under **Clause 12.5**. The policy must:
- (i) be for an amount of not less than the Insured Sum or such higher amount as the Lessor may reasonably require in respect of any single occurrence; and
  - (ii) be on terms that the insurer waives all rights of subrogation against the Lessor;
- (b) insurance for all Improvements and all Lessee's property for their full replacement value; and
- (c) any other insurance reasonably required by the Lessor.

### 12.2 Lessee's insurance obligations

The Lessee must:

- (a) ensure that all policies of insurance effected by the Lessee or the First Owners Corporation pursuant to this Clause are taken out with an insurance office or company authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia including policies underwritten by Lloyd's of London or otherwise approved by the Lessor;
- (b) by 30 July in each year of the Term produce to the Lessor a certificate of currency; and
- (c) pay all premiums and other money payable in respect of the insurance policies when they become due and payable.

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### 12.3 Non vitiation of policies

The Lessee must not do anything in, to or on the Premises and must use its best endeavours not to allow anything to be done which may vitiate or render void or voidable any insurances taken out by the Lessee or the First Owners Corporation or any condition of any insurance taken out by the Lessor of which the Lessee has been made aware in respect of the Premises or any property in or on it.

### 12.4 Exclusion of the Lessor's liability

(a) In the absence of any gross negligence or deliberate act or omission or material breach of this Lease by the Lessor or the Lessor's Employees, the Lessee acknowledges that the Land and all property which may be in or on the Premises will be at the sole risk of the Lessee and the Lessor will not be liable for any Claim that the Lessee or the Lessee's Employees or any Person claiming by, through or under the Lessee may incur or make or any which arises from:

- (i) any fault in the construction or state of repair of the Premises or any part of it; or
- (ii) the collapse of the Premises irrespective of the cause; or
- (iii) any defect in any Services; or
- (iv) the flow, overflow, leakage, condensation or breakdown of any water, air conditioning, gas, oil or other sources of energy or fuel, whether from the roof, walls, gutter, downpipes or other parts of the Premises.

(b) In the absence of any gross negligence or deliberate act or omission or material breach of this Lease by the Lessor, the Lessee agrees that the Lessor will not be responsible for and releases the Lessor and the Lessor's Employees from liability in respect of any:

- (i) Claim relating to any property of the Lessee or any other Person in or on the Premises or any part of it however occurring; or
- (ii) death, damage or injury to any Person or property in on or under the Premises or on any land near it suffered as a direct consequence of the construction, operation, presence or maintenance of the Premises and including, without limitation, damage or injury to any person or property resulting from any collision with or the collapse of the Premises.

### 12.5 Indemnities

In the absence of any gross negligence or deliberate act or omission or material breach of this Lease by the Lessor and despite:

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- (a) any Claims having resulted from anything which the Lessee may be authorised or obliged to do under this Lease; and/or
- (b) at any time any waiver or other indulgence having been given to the Lessee in respect of any obligation of the Lessee under this Clause,

the Lessee will indemnify and keep indemnified the Lessor and the Lessor's Employees from and against all Claims for which any of them will or may be or become liable, during or after the Term, in respect of or arising from:

- (c) any cause whatever in respect of damage or injury to the Premises, to any property or to any Person or the death of any Person inside or outside the Premises caused or contributed to by any neglect or default of the Lessee or the Lessee's Employees under this Lease or by the use of the Premises by the Lessee or by the Lessee's Employees including, without limitation, injury or death to any Person or property resulting from any collision with or collapse of the Premises;
- (d) the negligent or careless use or neglect of the Services and facilities of the Premises by the Lessee or the Lessee's Employees or any other Person claiming through or under the Lessee or of any trespasser while such trespasser is in or on the Premises caused or contributed to by any default or negligent act or omission of the Lessee;
- (e) overflow or leakage of water (including rain water) or from any Services whether originating inside or outside the Premises caused or contributed to by any act or omission on the part of the Lessee or the Lessee's Employees or other Person claiming through or under the Lessee;
- (f) failure of the Lessee to give Notice to the Lessor of any defect in any of the mechanical or any other Services in the Premises within a reasonable time of the Lessee becoming aware of it;
- (g) damage to plate, float and other glass caused or contributed to by any act or omission on the part of the Lessee or the Lessee's Employees; and
- (h) any breach of this Lease by the Lessee.

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## **13. Damage and Destruction**

### **13.1 Lessee to reinstate Improvements**

If the Improvements or any part of them are at any time damaged or destroyed by any disabling cause then the Lessee must expeditiously reinstate the Improvements and make them fit for the occupation and use by the Lessee as if it was Proposed Work.

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**13.2 Obligation to reinstate is absolute**

The Lessee's obligation under **Clause 13.1** to reinstate the Improvements applies irrespective of how the damage and destruction occurred and irrespective of whether any policy of insurance effected for the Premises is avoided or payment refused or reduced.

**13.3 Rent and Rates and Taxes**

The Lessee must continue to pay the Rent and the Rates and Taxes even if the Improvements are destroyed or damaged.

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**14. Lessor's Covenants**

**14.1 Quiet Enjoyment**

If the Lessee pays the Rent and observes and performs in a timely fashion the covenants and conditions on its part contained in this Lease, the Lessee may occupy and enjoy the Land during the Term without any interruption by the Lessor or by any Person claiming through the Lessor except as provided in this Lease.

**14.2 Construction of Improvements and provision of Fixtures Fittings and Equipment**

- (a) Subject to receipt of approvals from all relevant Authorities, the Lessor must, in accordance with the Specifications construct Improvements on the Land (or procure Improvements to be constructed on the Land).
- (b) Despite anything else in this Lease, the Lessor may, by agreement with the Lessee, but is not obliged to:
  - (i) provide and/or install Fixtures Fittings and Equipment necessary for the operation and management of the Land and Improvements for the Permitted Use, including but not limited to gymnasium equipment and furniture; and
  - (ii) incorporate energy efficiency measures into the design and construction of the Improvements.

**14.3 Construction Period**

- (a) Subject to obtaining all necessary permits and approvals, the Lessor:
  - (i) may commence or continue construction of the Improvements at any time after the Commencement Date;
  - (ii) must commence construction of the Improvements as soon as reasonably practicable after the Developer has settled the sale of half of all residential lots

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- anticipated to be created by one or more plans of subdivision of the Rathdowne Project Land; and
- (iii) will proceed with all due diligence (subject to Force Majeure and all delays beyond the reasonable control of the Lessor) and use its best endeavours to ensure that the Improvements are constructed as soon as practicable after commencement of construction in accordance with **Clause 14.3(a)(i)**.
- (b) If an event of Force Majeure or a delay beyond the reasonable control of the Lessor prevents the Lessor from complying with its obligations under **Clause 14.3(a)** including, without limitation, any of the causes or reasons specified in **Clause 14.3(c)** then, provided the Lessor has taken all reasonable actions to avoid and minimise the consequences of the delay:
- (i) the Lessor shall not in any way be liable or responsible to the Lessee for any losses, costs, charges, damages or expenses arising out of or incidental to any such delay; and
  - (ii) the time for compliance with the Lessor's obligations under **Clause 14.3(a)** will be extended by the period within which the event of Force Majeure or a delay beyond the reasonable control of the Lessor persists.
- (c) The causes or reasons referred to in **Clause 14.3(b)** are:
- (i) inclement weather or conditions resulting from inclement weather which prevent the Lessor or any other person involved in carrying out the Works on behalf of the Lessor from proceeding with them;
  - (ii) any loss or damage by earthquake, lightning, tempest, civil commotion, theft, vandalism, malicious damage or other like cause;
  - (iii) any lack or shortage of or delay in the availability of any material, plant, equipment, or anything else required for the Works but only if the Lessor has acted reasonably and the Lessor or its builder or contractor has ordered the materials at appropriate times;
  - (iv) any delay of any municipal or other Authority in giving any necessary permit, consent or approval to do the Works if the Lessor or the person engaged to do the Works has taken all reasonable steps promptly to apply for and obtain the permit, consent or approval;
  - (v) any delay arising out of the necessity to pursue any appeal against the refusal or failure of any Authority to grant any permit or approval to do the Works or the decision of any Authority to grant any permit or approval on conditions that are reasonably unacceptable to the Lessor or the contesting of any appeal against the decision of any Authority to grant any permit or approval;

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- (vi) any delay on the part of any builder, contractor or other person involved in the Works reasonably beyond or out of the control of the Lessor;
- (vii) proceedings being taken or threatened by or disputes with adjoining or neighbouring owners or occupiers which prevent the Lessor from commencing, carrying out or completing the Works but only if the Lessor has acted reasonably and has taken all reasonable steps to avoid or expedite the hearing of the proceedings;
- (viii) any delay caused by any variation to the Works required by any Authority;
- (ix) any default by the Lessee under this Lease; or
- (x) the presence on the Land of any person engaged by the Lessee.

#### 14.4 Approvals for Use

The Lessor must obtain all consents or approvals from all Authorities which from time to time are necessary or appropriate for the Permitted Use.

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### 15. Conversion of Land to Common Property

- (a) The Lessee acknowledges that:
  - (i) the whole or any part of the Land may become common property on a plan of subdivision of the whole or any part of the Rathdowne Project Land; and
  - (ii) the Land may be converted to common property in stages.
- (b) The Lessee agrees not to object to, and if requested by the Lessor will consent to, any application for any part of the Land to become common property on a plan of subdivision of the whole or any part of the Rathdowne Project Land. The Lessor may produce this Lease as sufficient evidence of the consent of the Lessee under this Clause.

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### 16. Fees

#### 16.1 Lessor to pay Fees

- (a) In consideration of the Lessee:
  - (i) agreeing to maintain, or procure maintenance of the Land in accordance with the terms of this Lease; and
  - (ii) making membership of the Lessee available to owners and residents of lots within Plan of Subdivision 819166Y in accordance with **Clause 8.2(b)**,

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the Lessor must pay to the Lessee during the period between the Operating Commencement Date and the end of the Term, an amount equal to the aggregate of:

$A \times B$

where in each year (or part thereof) during the Term:

A is the amount equal to the annual subscription fee payable by an Owner Member of the Lessee under the constitution of the Lessee for that year (or part thereof); and

B is the number of residential allotments on Plan of Subdivision 819166Y for that year (or part thereof).

(b) Subject to **Clause 16.1(c)**, the payment required under **Clause 16.1(a)** must be made by the Lessor within thirty (30) days of the Lessor receiving a written demand from the Lessee to do so.

(c) The Lessee may make demands for partial payment of the amount due under **Clause 16.1(a)** but must not make a demand for any payment:

(i) less than three (3) months after the immediately preceding demand; or

(ii) if the amount demanded, when aggregated with any amount previously paid by the Lessor under **Clause 16.1(a)**, exceeds the aggregate of:

$C \times D$

where in each year (or part thereof) in the period from the Operating Commencement Date until the date the demand is made:

C is the amount equal to the annual subscription fee payable by an Owner Member of the Lessee under the constitution of the Lessee for that year (or part thereof); and

D is the number of residential allotments on Plan of Subdivision 819166Y for that year (or part thereof).

(d) In addition to the payment required in **Clause 16.1(a)**, in consideration of the Lessee agreeing to maintain, or procure maintenance of:

(i) any landscaping on the land within Plan of Subdivision 819166Y for which the Lessor is responsible at the request and cost of the Lessor; and

(ii) any entrance feature constructed or to be constructed at any of the entrances to the Rathdowne Project Land at the request and cost of the Lessor,

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the Lessor must pay to the Lessee the reasonable cost of such maintenance within 30 days of receiving a written demand to do so.

### 16.2 Lessee to seek contribution to Fees

- (a) The Lessee agrees to use reasonable endeavours to minimise the annual subscription fee payable by an Owner Member of the Lessee under the constitution of the Lessee by entering into agreements with Owners Corporations pursuant to which the Lessee agrees to make membership of the Lessee available to owners and residents of Lots affected by those Owners Corporations in accordance with **Clause 8.2(b)** subject to those Owners Corporations agreeing to pay to the Lessee an amount equal to the aggregate of:

$$E \times F$$

where in each year (or part thereof) during the Term:

E is the amount equal to the annual subscription fee payable by an Owner Member of the Lessee under the constitution of the Lessee for that year (or part thereof); and

F is the number of residential allotments on the plan of subdivision affected by the relevant Owners Corporation for that year (or part thereof).

- (b) The Lessee may in any agreement with an Owners Corporation also agree to maintain, or procure maintenance of:
- (i) any landscaping within the Rathdowne Project Land for which that Owners Corporation is responsible at the request and cost of that Owners Corporation; and
  - (ii) any entrance feature constructed or to be constructed at any of the entrances to the Rathdowne Project Land at the request and cost of that Owners Corporation,

to enable potential cost efficiencies, subject to that Owners Corporation agreeing to pay to the Lessee the reasonable cost of such maintenance within 30 days of receiving a written demand to do so.

### 16.3 Exclusion of Owners Corporation Members

- (a) The Lessee may exclude any member of an Owners Corporation and/or their guests and/or Residents of the Lot or Lots owned by that member from accessing the Land and Improvements if the Lessor or relevant Owners Corporation Manager has notified the Lessee that the Owners Corporation member has not paid their Owners Corporation fees.
- (b) Nothing in **Clause 16.3(a)** affects the primary obligation of the Lessor to pay fees to the Lessee in accordance with **Clause 16.1**.

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## 16.4 Fees to be paid even if Land not Common Property

The Lessor must pay the fees in accordance with **Clause 16.1** irrespective of whether the Land (whether in whole or in part) has vested in the Lessor on the date on which the construction of the Improvements is complete.

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## 17. Termination and Default

### 17.1 Events of Default

The following are Events of Default:

- (a) if the Rent payable under this Lease is not paid within 60 days of demand;
- (b) if any other money payable by the Lessee under this Lease is not paid within 60 days of the due date for payment or demand by the Lessor, whichever is later;
- (c) if the Lessee at any time fails to perform or observe any Essential Term under **Clause 17.8** of this Lease and the Lessee fails to remedy such failure within 60 days (or such longer period of time as is reasonable in the circumstances) of being given Notice of it;
- (d) if the Lessee is a company then if the Lessee:
  - (i) enters into any compromise or arrangement with any of its creditors; or
  - (ii) has a receiver or receiver and manager or administrator or controller appointed of any of its assets; or
  - (iii) is wound up or dissolved; or
  - (iv) has a resolution of the directors passed that in their opinion the company can no longer continue its business; or
  - (v) calls a meeting of its creditors pursuant to the *Corporations Act 2001*; or
  - (vi) is placed under official management or if the members determine to convene a meeting of creditors for the purpose of placing the company under official management; or
  - (vii) makes an assignment for the benefit of or enters into an arrangement or composition or a moratorium whether formal or informal with its creditors or financiers; or
  - (viii) has a provisional liquidator or a liquidator by any means appointed; and
- (e) if any execution exceeding fifty thousand dollars is issued, levied or enforced against the Lessee or on any of the assets of the Lessee unless such execution is fully paid or

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satisfied within seven days from the date of the issue, levy or enforcement, or appropriate legal proceedings to invalidate the execution are taken within seven days of the issue, levy or enforcement.

**17.2 Service of Default Notice**

If an Event of Default occurs, the Lessor must give the Lessee a Default Notice containing details of the Event of Default that has occurred.

**17.3 Cure Period**

Upon receipt of a Default Notice, the Lessee must cure the default referred to in the Default Notice within the Cure Period.

**17.4 Extension to Cure Period**

- (a) If the Lessee requires an extension to the Cure Period it must, as soon as possible (but no later than the expiration of the current Cure Period), give to the Lessor:
  - (i) a Cure Plan; and
  - (ii) evidence that the Lessee has diligently pursued and is continuing to diligently pursue a cure but that the default cannot, with reasonable diligence, be cured within the current Cure Period.
- (b) The Lessor must not unreasonably refuse to grant an extension of the Cure Period where the Lessee has satisfied the requirements of this **Clause 17.4**.
- (c) If the Lessor grants an extension, the Lessee must comply with the Cure Plan.

**17.5 Failure to Remedy Default**

If, after service of a Default Notice in accordance with **Clause 17.2**, the Lessee fails to remedy the default within the Cure Period, the Lessor may:

- (a) remedy at any time without further notice the default and recover all reasonable Costs incurred (including legal costs and expenses) in doing so from the Lessee as a liquidated debt on demand; or
- (b) re-enter into and upon the Land or any part of it in the name of the whole and terminate this Lease, in which case any such re-entry will be without prejudice to any other Claim which the Lessor has or may have against the Lessee or any other Person at any time.

**17.6 Waiver**

- (a) The Lessor's failure to take advantage of any default or breach of covenant by the Lessee will not be or be construed as a waiver of it, nor will any custom or practice which may

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grow up between any of the Parties in the course of administering this Lease be construed to waive or to lessen the right of the Lessor to insist upon the timely performance or observance by the Lessee of any covenant or condition of this Lease or to exercise any rights given to the Lessor in respect of any such default.

- (b) A waiver by the Lessor of a particular breach is not deemed to be a waiver of the same or any other subsequent breach or default.
- (c) The demand by the Lessor for, or subsequent acceptance by or on behalf of the Lessor of, Rent or any other money payable under this Lease will not constitute a waiver of any earlier breach by the Lessee of any covenant or condition of this Lease, other than the failure of the Lessee to make the particular payment or payments of Rent or other moneys so accepted, regardless of the Lessor's knowledge of any earlier breach at the time of acceptance of such Rent or other moneys.

**17.7 Tender after determination**

If the Lessor accepts money from the Lessee after the Lessor ends this Lease the Lessor may (in the absence of any express election of the Lessor) apply it:

- (a) first, on account of any Rent and other moneys accrued and due under this Lease but unpaid at the date the Lease is ended; and
- (b) secondly, on account of the Lessor's Costs of re entry.

**17.8 Essential terms**

The Lessor and the Lessee agree that each of the following covenants by the Lessee are essential terms of this Lease:

- (a) to pay the Rent, if demanded;
- (b) to pay any all other monies payable under this Lease;
- (c) to keep the Premises open for use;
- (d) to carry on the Permitted Use;
- (e) to comply with Laws and Requirements;
- (f) subject to this Lease, to repair and maintain and, if necessary, demolish and reinstate the Improvements;
- (g) to take out and keep current those insurances required to be taken out by the Lessee;
- (h) to reinstate the Improvements in the event of damage or destruction;

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- (i) not to dispose of the Lessee's interest in this Lease except as provided in **Clause 11**; and
- (j) to pay or reimburse Rates and Taxes.

**17.9 Damages for Breach**

The Lessee covenants to compensate the Lessor for any breach of an essential term of this Lease. The Lessor may recover damages from the Lessee for such breaches. The Lessor's entitlement under this Clause is in addition to any other remedy or entitlement to which the Lessor is entitled (including to terminate this Lease).

**17.10 Repudiation by Lessee**

- (a) The Lessee covenants to compensate the Lessor for any loss or damage suffered by reason of the Lessee's conduct (whether acts or omissions):
  - (i) constituting a repudiation of this Lease or of the Lessee's obligations under this Lease; or
  - (ii) breaching any Lease covenants.
- (b) The Lessor may recover damages against the Lessee in respect of repudiation or breach of covenant for the loss or damage suffered by the Lessor during the entire term of this Lease.

**17.11 Acts not to constitute forfeiture**

The Lessor's entitlement to recover damages shall not be affected or limited if any of the following events occur:

- (a) the Lessee abandons or vacates the Land; or
- (b) the Lessor elects to re-enter the Land or to terminate the Lease; or
- (c) the Lessor accepts the Lessee's repudiation; or
- (d) the Parties' conduct (or that of any of their servants or agents) constitutes a surrender by operation of law.

**17.12 Mitigation**

Nothing in this Clause will operate to relieve the Lessor of any obligation which would otherwise apply to mitigate any loss or damage suffered by the Lessor.