
18. Miscellaneous

18.1 Notices

- (a) Any Notice served or given by either Party pursuant to this Lease will be valid and effectual if signed by either Party or by any director, alternate director, secretary, executive officer, attorney, managing agent, Authorised Officer or solicitors for the time being of that Party or any other Person nominated from time to time by that Party.
- (b) Each Party must immediately provide the other Party with a Notice containing full particulars of the address and facsimile information of the Party giving the Notice and must update such notice in the event of any change.
- (c) Any Notice required to be served or which the Lessor may elect to serve on the Lessee shall be sufficiently served if:
- (i) served personally;
 - (ii) sent by facsimile transmission; or
 - (iii) forwarded by prepaid security post to the Lessee at its address in this Lease.
- (d) Any Notice required to be served on the Lessor shall be sufficiently served if:
- (i) served personally;
 - (ii) sent by facsimile transmission;
 - (iii) forwarded by prepaid security post addressed to the Lessor at the Lessor's address stated in this lease.

All such Notices must be addressed to the Lessor at that address or at such other address as the Lessor from time to time nominates.

- (e) Any Notice is deemed to have been duly served if given:
- (i) by post, two Business Days after the day it was posted;
 - (ii) by facsimile, at the time of transmission to the Party's facsimile number unless the time of dispatch is later than 5.00pm at the place to which the facsimile transmission is sent in which case it shall be deemed to have been received at the commencement of business on the next Business Day in that place. A copy of any Notice sent by facsimile transmission must also on the date of dispatch be sent by mail to the Party to whom it was sent by facsimile transmission;
 - (iii) personally, on the date of service.

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18.2 Overholding

If the Lessee continues in occupation of the Land after the Term has expired without objection by the Lessor:

- (a) the Lessee will be deemed a Lessee on the terms of this Lease from month to month at a rent to be agreed and failing agreement at a rent to be determined by a Valuer acting as an expert and not as an arbitrator and his costs must be paid equally by the Parties; and
- (b) either Party may end the Lease by giving to the other Party at any time one month's Notice.

18.3 Set Off

If the Lessee defaults in the payment of the Rent, the Rates and Taxes or any other money payable under this Lease to the Lessor or any Authority, the Lessor may set off that amount against any moneys which may from time to time be payable by the Lessor to the Lessee on any account whatsoever but any set off will not relieve the Lessee from its default for any non payment of the Rent, the Rates and Taxes or other moneys under this Lease.

18.4 Easements

The Lessor may grant rights of support and enter into any arrangement or agreement with any party with an interest in any adjacent land or with any Authority as the Lessor thinks fit for the purpose of:

- (a) public or private access to the Land; or
- (b) support structures erected on adjoining land;
- (c) the provision of Services.

The Lessor must not exercise any rights under this Clause if it substantially and permanently derogates from the enjoyment of the rights of the Lessee under this Lease.

18.5 Waiver

No waiver by one Party of a breach by or on behalf of the other Party of any obligation, provision or condition of this Lease expressed or implied shall operate as a waiver to or of any other breach of the same or any other obligation, provision or condition of this Lease expressed or implied.

19. Further Term

19.1 Option for new lease

The Lessor must grant the Lessee and the Lessee must take a new lease for the Further Term if:

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- (a) the Lessee gives the Lessor a renewal Notice not more than twelve months or less than six months before the Term expires;
- (b) there is no unremedied default of which the Lessor has given the Lessee written notice; and
- (c) the Lessee does not default under this Lease after giving the Lessor the renewal Notice.

19.2 Terms of new lease

The new lease will:

- (a) commence on the day after the Term expires;
- (b) be at the same annual Rent as this Lease; and
- (c) be on the terms and conditions contained in this Lease, except:
 - (i) each reference to "Operating Commencement Date" in **Clause 16.1(a)** will be replaced with a reference to "Commencement Date"; and
 - (ii) there will be no provision for renewal if there are no Further Terms.

19.3 Execution of extension of lease

The Lessor and the Lessee, at the option of the Lessor, must either execute a new lease or a renewal of lease to be prepared at the direction of the Lessor and at the Lessee's Cost.

20. Partial Surrender and Licence

- (a) On one occasion and at any time during the Term the Lessor may, on not less than one month's written notice to the Lessee (**Partial Surrender Notice**), require the Lessee to partially surrender this Lease in so far as it relates to any part of the Premises nominated by the Lessor having an area not greater than 250 square metres (**Surrender Area**) that the Lessor proposes be used for a café (or for uses associated with a café).
- (b) The Partial Surrender Notice must include a date on which this Lease will be partially surrendered (**Surrender Date**).
- (c) If a Partial Surrender Notice is served in accordance with **Clauses 20(a) and 20(b)**:
 - (i) the Surrender Area shall immediately be excised from the Premises, no longer form part of the Land and no longer be subject to this Lease at 11.59pm on the Surrender Date; and

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- (ii) each party must do all things and sign all documents reasonably required to document and obtain registration of the partial surrender of this Lease in accordance with **Clauses 20(a) and 20(b)**.
- (d) The Lessor reserves the right for the Lessor to grant, or to require the Lessee to grant, a licence with effect from the Surrender Date to the registered proprietor(s) from time to time of that part of the Premises comprising the Surrender Area that the Lessor proposes be used for a café (or for uses associated with a café) and their respective employees, agents, contractors, customers and other invitees for the purposes of:
- (i) use of 2 car parks within the car parking area forming part of the Premises as nominated by the Lessor from time to time;
 - (ii) exclusive use of the bin store area as delineated by hatching on the plan in **Annexure C**; and
 - (iii) shared use of the toilet facilities as delineated by cross-hatching on the plan in **Annexure C**,
- (together, **licensed areas**) for no licence fee, provided that the licensee will be responsible for a proportionate share of utilities, consumables and cleaning costs in respect of the licensed areas.

21. Definitions and Interpretation

21.1 Definitions

In this document:

"Authority" includes any government, local government, statutory, public or other Person, authority, instrumentality or body having jurisdiction over the Land, the Premises or any part of it or anything in relation to it;

"Business Day" means any day (except a Saturday, Sunday or public holiday) on which banks are open for business in Melbourne, Victoria;

"Claim" includes any claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding and right of action;

"Clause" means a clause of this Lease, "sub clause" has a similar meaning and a reference to a clause followed by a number refers to the relevant clause in this Lease;

"Cost" includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatever;

"Cure Period" means a period of 60 days from and including the date of service of a Default Notice including any extended period granted under **Clause 17.4**;

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"Cure Plan" means a plan in writing prepared by a defaulting party to remedy any default under this Lease which:

- (a) is proposed during the Cure Period; and
- (b) details:
 - (i) if and why an extension of the Cure Period is required;
 - (ii) the time required to cure a default under this Lease; and
 - (iii) a work plan setting out each task to be undertaken and the time for each task to be completed;

"Default Notice" means a notice given in accordance with **Clause 17.2**;

"Default Rate" means the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983* (Vic) and if that rate ceases to be published then it means any rate substituted in its place;

"Developer" means any one or more of:

- (a) Craigieburn Road Projects Pty Ltd ACN 603 586 456;
- (b) Villawood Wollert No. 7 Pty Ltd ACN 604 687 881;
- (c) Craigieburn Road Wollert Holdings Pty Ltd ACN 616 544 962;
- (d) any Related Body Corporate or joint venture partner of Craigieburn Road Projects Pty Ltd ACN 603 586 456, Craigieburn Road Wollert Holdings Pty Ltd ACN 616 544 962 or Villawood Wollert No. 7 Pty Ltd ACN 604 687 881; and/or
- (e) any successor of Craigieburn Road Projects Pty Ltd ACN 603 586 456, Craigieburn Road Wollert Holdings Pty Ltd ACN 616 544 962 or Villawood Wollert No. 7 Pty Ltd ACN 604 687 881;

"Facilities" means facilities constructed or to be constructed on the Land including, without limitation, the Residents' Clubhouse;

"First Owners Corporation" means Owners Corporation No. 1 PS 819166Y;

"Fixtures, Fittings and Equipment" means fixtures, fittings and equipment for the daily operation and management of the Improvements on the Land including, but not limited to, all plant and equipment (mechanical or otherwise), chattels, fixtures, furniture, furnishings of whatsoever nature including window coverings, blinds and light fittings;

"Force Majeure" means acts of God, acts of government, strikes, lockouts or other industrial disturbances, blockades, wars, insurrections or riots, epidemics, landslides, fires, storms, floods,

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explosions or other similar causes beyond the control of a party, provided that such party has not substantially contributed to the occurrence of such acts through its own default or negligence;

"Further Term" means the further term or terms set out in **Item 2**;

"GST" means any consumption, goods and services or value added tax, by whatever name called, imposed, levied or collected by any Federal or State Government which operates at any time or times during the Term or any renewal or overholding of the Lease including, without limitation, GST as defined in the GST Act and any replacement tax;

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

"Hazardous Materials" includes any substance, material, thing, component or element which is hazardous, a contaminant or a pollutant to persons or property;

"Improvements" means all buildings, structures, fixtures, fittings, plant, equipment, partitions, signs or other material or articles and chattels of all kinds which are at any time erected or installed in or on the Land and includes the Facilities;

"Insured Sum" means the amount set out in **Item 3**;

"Item" means the relevant item in **Schedule 1** to this Lease;

"Law" includes any requirement of any statute, rule, regulation, proclamation, ordinance or local law, present or future, and whether State, Federal or otherwise;

"Lessee" means the Lessee named in this Lease and includes in the case of a:

- (a) corporation the Lessee, its successors and permitted assigns;
- (b) natural Person the Lessee, his executors, administrators and permitted assigns;

"Lessee's Employees" means each of the Lessee's employees, agents, contractors, invitees or others (whether with or without invitation), sublessees, licensees and concessionaires or others (whether expressly or impliedly) who may at any time be in or upon the Land;

"Lessor" means the Lessor named in this Lease and includes in the case of a:

- (a) corporation the Lessor, its successors and permitted assigns; and
- (b) natural Person the Lessor, his executors, administrators and permitted assigns.

"Lessor's Employees" means each of the Lessor's employees, agents, contractors and invitees;

"Lot" means a lot derived from the Rathdowne Project Land upon which one permanent non-transportable private residence is constructed (or is to be constructed) and which is used (or is to be used) primarily for the purpose of a residence and for domestic and ancillary purposes thereto;

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"Notice" means any notice or other written communication;

"Operating Commencement Date" means the date upon which the Residents' Clubhouse and associated facilities are opened and made available to:

- (a) members of Owners Corporation No. 1 on PS 819166Y; and/or
- (b) members of Owners Corporation No. 1 on PS 803931Y; and/or
- (c) other persons authorised to use the Residents' Clubhouse and associated facilities in accordance with the constitution of the Lessee;

"Operator" means any person or persons appointed to manage and operate the Premises in accordance with **Clause 11.2**;

"Owner Member" has the meaning given to it in the constitution of the Lessee;

"Owners Corporation" means any owners corporation created upon registration of a plan of subdivision in respect of the Rathdowne Project Land;

"Party" means a party to this Lease;

"Permitted Use" means the permitted use of the Land set out in **Item 1**;

"Person" includes any corporation and vice versa;

"Premises" means the Land and the Improvements;

"Proposed Work" means the construction, alteration, addition, renovation, refurbishment, demolition, removal of or to any improvement on the Land but does not include the Works;

"Rates and Taxes" means all existing taxes (including land tax on a single holding basis but excluding income and capital gains taxes), duties, charges, assessments, impositions and outgoing whatsoever now or at any time imposed, charged or assessed on or against the Land or a Lessor or the Lessee or payable by the owner or occupier of the Land;

"Rathdowne Project Land" means:

- (a) 440 Craigieburn Road, Wollert in the State of Victoria formerly described in (now cancelled) Certificate of Title volume 11185 folio 407;
- (b) 450 Craigieburn Road, Wollert in the State of Victoria formerly described in (now cancelled) Certificate of Title volume 11185 folio 406;
- (c) 355 Vearings Road, Wollert in the State of Victoria formerly described in (now cancelled) Certificate of Title volume 9254 folio 932; and

Lease

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- (d) 430 Craigieburn Road, Wollert in the State of Victoria formerly described in (now cancelled) Certificate of Title volume 9254 folio 933;

"Related Body Corporate" has the same meaning as in the Corporations Act 2001 (Cth);

"Rent" means the annual Rent set out in and described in this lease;

"Requirement" includes any lawful Notice, order or direction received from or given by any Authority or pursuant to any Law, in writing or otherwise, and notwithstanding to whom such Requirement is addressed or directed but if not addressed to the Lessee then the Lessee must be given a copy;

"Resident" means a person:

- (a) whose principal place of residence is a Lot; and
- (b) who resides at a Lot not less than 75% of the time in any given year (or such other period of time as the Board of the Lessee determines in its absolute discretion).

"Residents' Clubhouse" means that part of the Land used or to be used as a recreational clubhouse incorporating a gymnasium, resort style play pool, outdoor lap pool, function room, family lounge, outdoor garden and play areas, together with all Improvements located on that part of the Land;

"Services" means all services installed or to be installed and connected to the Premises including, without limitation, gas, electricity, telephone and telecommunication, water, sewerage and drainage;

"Specifications" means the specifications relevant to the Improvements contained in **Annexure A**;

"Supply" means the supply of any good, service or thing by either Party under this Lease.

"Term" means the term of this Lease;

"this Lease" or **"the Lease"** means this lease and includes all schedules, appendices, attachments, plans and specifications, annexures and exhibits to it;

"Valuer" means a person holding the qualifications or experience specified under section 13DA(1A) of the *Valuation of Land Act 1960* (Vic); and

"Works" means the works to be undertaken by or on behalf of the Lessor in accordance with this Lease.

21.2 Interpretation

- (a) The singular includes the plural and vice versa.
- (b) A gender includes all genders.

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- (c) An obligation imposed by this Lease on more than one Person binds them jointly and severally.
- (d) Every covenant by the Lessee includes a covenant by the Lessee to procure compliance with the covenant by each of the Lessee's Employees.
- (e) A reference to legislation includes a modification or re enactment of it, a legislative provision substituted for it or amendment of it and a regulation, rule or statutory instrument issued under it.
- (f) This Lease must be interpreted so that it complies with all Laws applicable in Victoria. Any provision must be read down so as to give it as much effect as possible. If it is not possible to give a provision any effect at all, then it must be severed from the rest of the Lease. If any provision or part of it cannot be so read down, such provision or part shall be deemed to be void and severable and the remaining provisions of this Lease shall not in any way be affected or impaired.
- (g) Unless otherwise stated, no provision of this Lease limits the effect of any other provision of this Lease. "Including" and similar expressions are not and must not be treated as words of limitation.
- (h) A reference to the Land, Premises or any thing includes the whole and each part of it.
- (i) The Lessor and the Lessee agree that:
 - (i) the terms contained in this Lease constitute the whole of the agreement in respect of the Land and Premises between the Lessor and the Lessee and all previous negotiations and agreements are negated;
 - (ii) no further terms are to be implied or arise between the Lessor and the Lessee by way of collateral or other agreement made by or on behalf of the Lessor or by or on behalf of the Lessee on or before or after the execution of this Lease, and any implication or collateral or other agreement is excluded and negated;
 - (iii) no information, representation or warranty by the Lessor or the Lessor's agents was supplied or made with the intention or knowledge that it would be relied on by the Lessee in entering into this Lease; and
 - (iv) no information, representation or warranty has been relied on by the Lessee in entering into this Lease.
- (j) Headings and the index to this Lease are for guidance only and do not affect the interpretation of this Lease.
- (k) If a reference is made to any Person, body or Authority and that person, body or Authority has ceased to exist, then the reference is deemed to be a reference to the Person, body or Authority that then serves substantially the same or equivalent objects as the Person, body or Authority that has ceased to exist.

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- (l) Reference to the President of a Person, body or Authority must, in the absence of a President, be read as a reference to the senior officer or equivalent employee for the time being of the Person, body or Authority or such other Person fulfilling the duties of President.
- (m) A reference to "writing" or "written" and any words of similar import include printing, typing, lithography and any other means of reproducing characters in tangible and visible form, including any communication effected through any electronic medium if such communication is subsequently capable of reproduction in tangible or visible form.
- (n) A reference to "corporation" and any other words or expressions used or defined in the *Corporations Act 2001* (Cth), unless the context otherwise requires, has the same meaning that is given to them in the *Corporations Act 2001* (Cth).
- (o) This Lease is governed by Victorian law. The Parties irrevocably submit to the non exclusive jurisdiction of the courts of that State and courts of appeal from them. Except as expressly agreed in writing by both Parties or for an action required at a federal level, each Party waives any right it has to object to an action being brought in any court outside Victoria including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.
- (p) If the day or last day for doing anything or on which an entitlement is due to arise is not a Business Day, the day or last day for doing the thing or date on which the entitlement arises for the purposes of this Lease shall be the next Business Day.
- (q) Each provision of this Lease continues to have full force and effect until it is satisfied or completed.
- (r) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (s) "Includes" in any form is not a word of limitation.
- (t) A reference to an agreement or a document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time except to the extent prohibited by this Lease.

21.3 The Lessor's Powers

- (a) The Lessor may appoint any person as the Lessor's delegate to exercise all powers conferred by this Lease on the Lessor expressly including the power to give any consent or approval pursuant to this Lease.
- (b) The Lessor may change the appointment at any time.

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Schedule 1

ITEM

1. **PERMITTED USE:** A recreational clubhouse and associated facilities including, but not limited to a gymnasium, resort style play pool, outdoor lap pool, function room, family lounge, outdoor garden and play areas.
2. **FURTHER TERM:** One Further Term of 99 years.
3. **INSURED SUM:** \$20 million dollars or such increased sum as may reasonably be required by the Lessor from time to time.
4. **PAYMENT ADDRESS:** Level 1, 6 Riverside Quay, Southbank, Victoria 3006.

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Annexure A - Minimum specification for Improvements/Facilities

RESIDENTS' CLUBHOUSE

An architecturally designed Residents' Clubhouse which includes the following key features:

- Gymnasium
- Resort style play pool
- Outdoor lap pool
- Function room
- Family lounge
- Outdoor garden and play areas

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Annexure B - Plan of Area Leased

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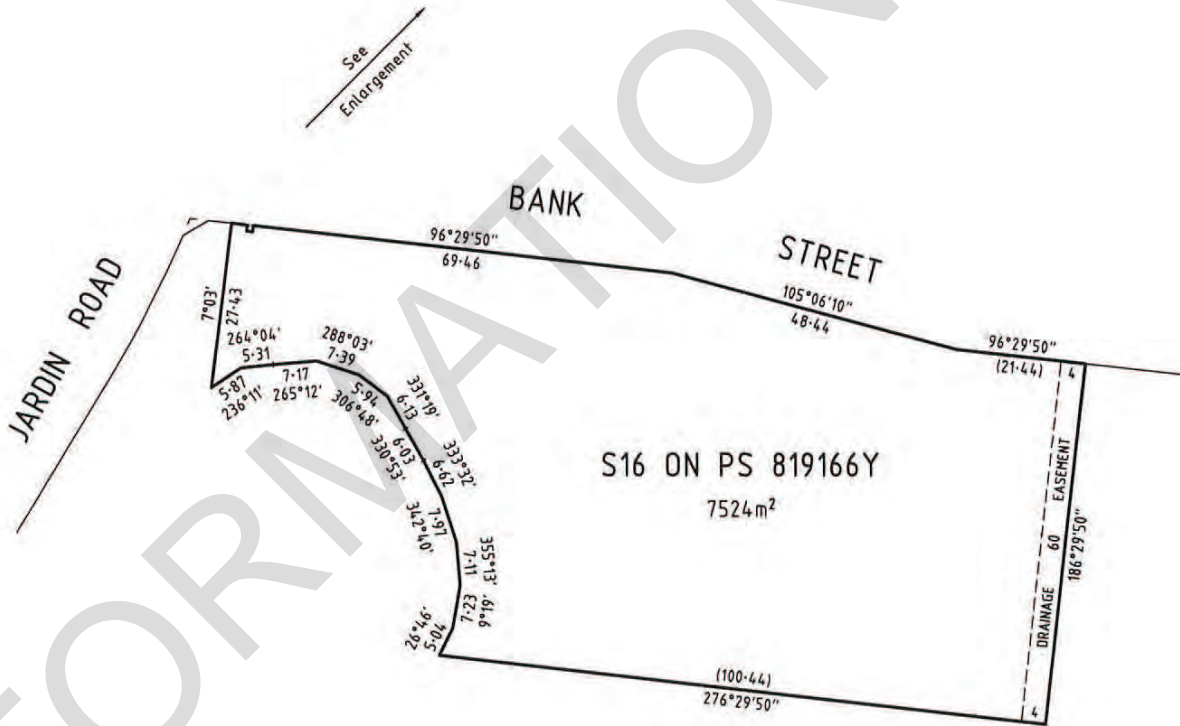
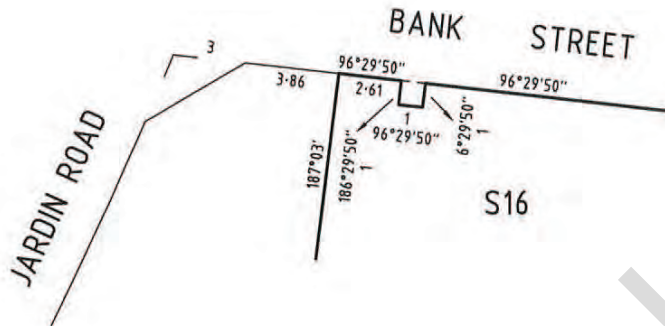
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PLAN FOR LEASE PURPOSES
 RATHDOWNE CLUB
 BANK STREET, WOLLERT



SURVEYOR'S FILE REF: 306064P01	SCALE 1: 800 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 1
414 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 spiire.com.au	Licensed Surveyor: Mark Oswald Stansfield Version: 1		

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Annexure C - Plan of Licensed Bin Store and Toilet Facilities (clause 20(d))

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Dated this

day of

202

Executed by Villawood Wollert No. 7 Pty Ltd in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director


ANTHONY RONALD
JOHNSON

Full name of director

Signature of company secretary/director


COLIN JOHN CASS

Full name of company secretary/director

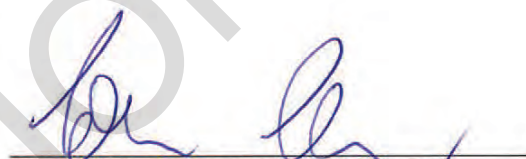
Executed by Craigieburn Road Projects Pty Ltd in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director


ANTHONY RONALD
JOHNSON

Full name of director

Signature of company secretary/director


COLIN JOHN CASS

Full name of company secretary/director

Executed by Club Rathdowne Pty Ltd in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director


RORY JOHN
COSTELLOE

Full name of director

Signature of company secretary/director


ANTHONY RONALD
JOHNSON

Full name of company secretary/director

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Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006103725
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	22/03/2024 to 22/03/2025 at 4:00pm
Plan Number	819166Y
The Insured	OWNERS CORPORATION PLAN NO. PS 819166Y
Situation	235-359 CRAIGIEBURN ROAD CRAIGIEBURN VIC 3064

Policies Selected

Policy 1 – Insured Property

Building: \$21,000

Common Area Contents: \$0

Loss of Rent & Temporary Accommodation (total payable): \$3,150

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$1,000,000

Policy 6 – Machinery Breakdown

Not Selected

Policy 7 – Catastrophe Insurance

Not Selected

Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000



Policy 9 – Lot owners’ fixtures and improvements (per lot)

Not Selected

Flood Cover is included.

Common Area Cover

CHU advises that, in line with our underwriting guidelines and your disclosed information and / or your request, the above policy has been amended. This endorsement should be read in conjunction with, and as forming part of, your existing policy wording.

Indemnity under Policy 1 – Insured Property, is provided for Common Areas only, up to the sum insured shown on the schedule.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Date Printed

27/03/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

RATHDOWNNE

WOLLERT

DESIGN GUIDELINES

November 2022

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MESSAGE FROM VILLAWOOD

Welcome to Rathdowne the newest in a long list of high quality developments by Villawood that will set a new benchmark for residential living in Rathdowne delivering a place that is of superior quality in all aspects which residents are proud to call home.

The principal aim of these Design Guidelines (“Guidelines”) is to create a coherent vision for the Rathdowne community. Developed to enhance the lifestyle and investment of purchasers, the Guidelines are designed to ensure all homes at Rathdowne are built to a high standard whilst encouraging a variety of housing styles which are in harmony with the streetscape. The Guidelines will assist in providing you with peace of mind that your investment will be enhanced in the future, guarding against inappropriate development that may detract from the attractiveness of the development.

Each individual house design should contribute to the surrounding environment and to the estate in a positive way. The Guidelines encourage home owners to construct innovative and appropriate designs that address sustainability issues and present a cohesive residential image for the estate.

To complement the design guidelines, we encourage homes to be built with the benefit of Villawood’s Positive Change initiative and the Green Savings Calculator. The Green Savings Calculator is a helpful online tool for this looking to build a new home or renovating and offers a useful and cost-effective tool to help you save water energy and money.

To learn more about the Positive Change program and ideas you can incorporate into your new home, please visit our website:

<http://villawoodproperties.com.au/positive-change>

We hope you will see the value in Rathdowne Guidelines and we look forward to working with you through the process of making Rathdowne your home.

1.1 OPERATION OF THE DESIGN GUIDELINES

The Design Assessment Panel (“DAP”) will be formed to oversee the implementation of the Guidelines. It will comprise an Architect and a representative of the developer. The makeup of the panel may be varied. However, the panel will always include at least one Architect member.

All proposed building works including houses, garages, outbuildings and fencing shall be approved by the DAP prior to seeking a Planning Permit (if required) and a Building Permit.

Swimming pools do not require DAP approval.

In considering designs, the DAP may exercise a discretion to waive or relax a requirement. The Guidelines are subject to change by the developer at any time without notice. All decisions regarding these Guidelines are at the discretion of the DAP.

Preliminary designs and enquiries are welcome to ensure compliance with your guidelines and it is recommended that you provide a copy of the design guidelines to your builder at the earliest possible time.

1.2 CONSTRUCTION OF YOUR HOME

Incomplete building works must not be left for more than 3 months without work being carried out and all building works must be completed within twelve months of their commencement.

Commencement of your home must occur within 12 months from settlement taking place, and your home complete within 12 months from commencement.

2. APPROVAL PROCESS

2.1 PROCESS FOR APPROVAL

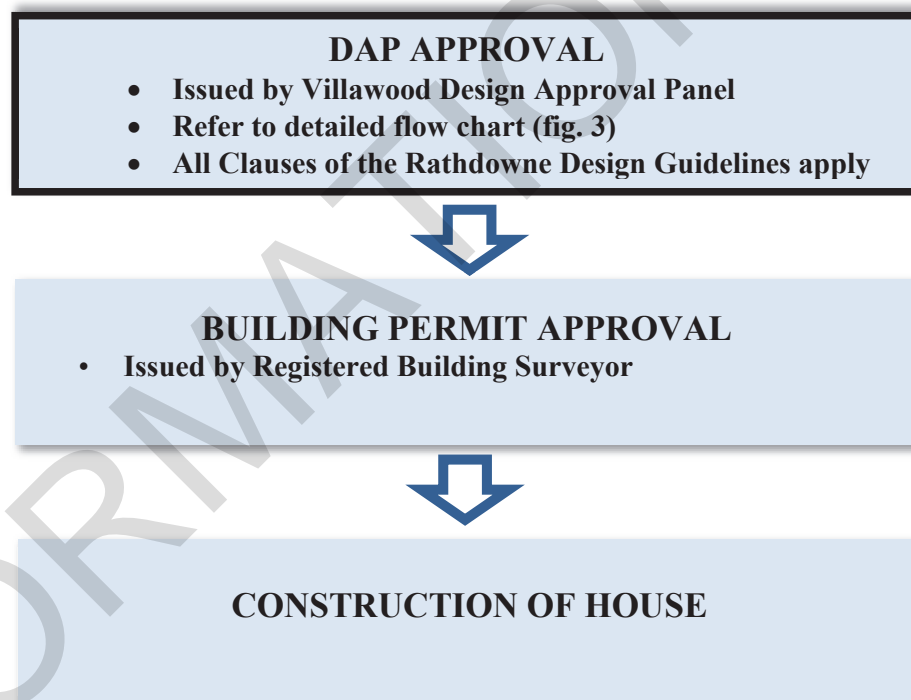
The process for approval of your house design depends on the size of your lot, and the details for your proposed house design.

All documents are to be lodged via the Villawood Properties Builders Portal, this can be accessed by visiting the website www.villawoodproperties.com.au General enquiries should be directed direct to the DAP via email dap@kosaarchitects.com.au

2.1.1 Lots 300m² and Greater

If your lot is 300m² or greater in size, then the following approvals process applies:

Figure 1. Approval Process for Lots Greater than 300m²

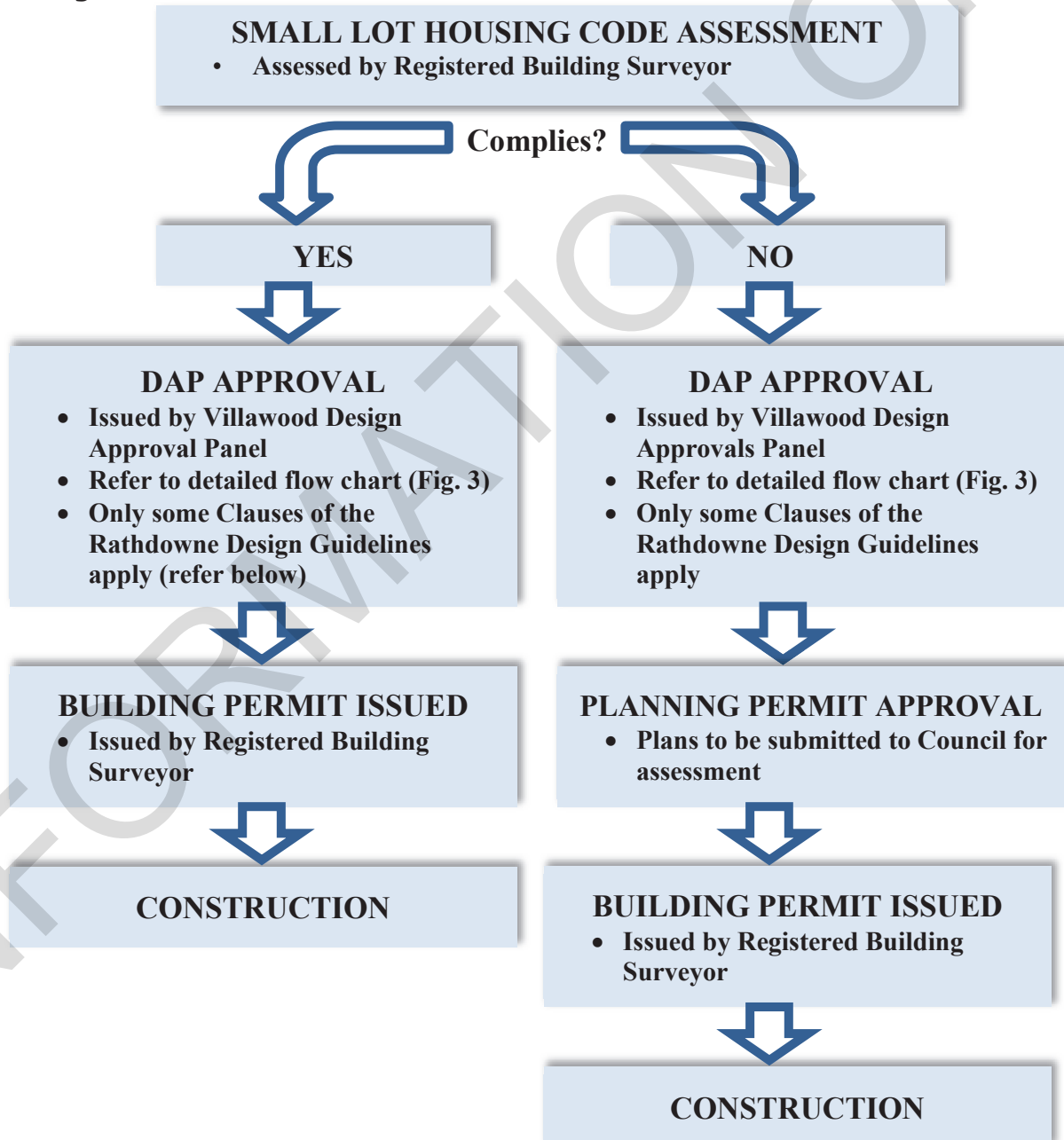


2.1.2 Lots Smaller than 300m²

If your lot is smaller than 300m², Council requires that your house go through an additional approvals process, which requires your house design to be assessed against the Small Lot Housing Code. A copy of the Small Lot Housing Code can be obtained from Council.

If your house design complied with the Code, the process is similar to that outlined in Figure 1. However, if your house does not comply, you can seek discretionary approval from Council. Refer to Figure 2 for an outlined of the process.

Figure 2.



The Small Lot Housing Code covers many of the siting requirements specified in the Rathdowne Design Guidelines. As such, if your house design complies with the Small Lot Housing Code, you are exempt from the following clauses of the Rathdowne Design Guidelines.

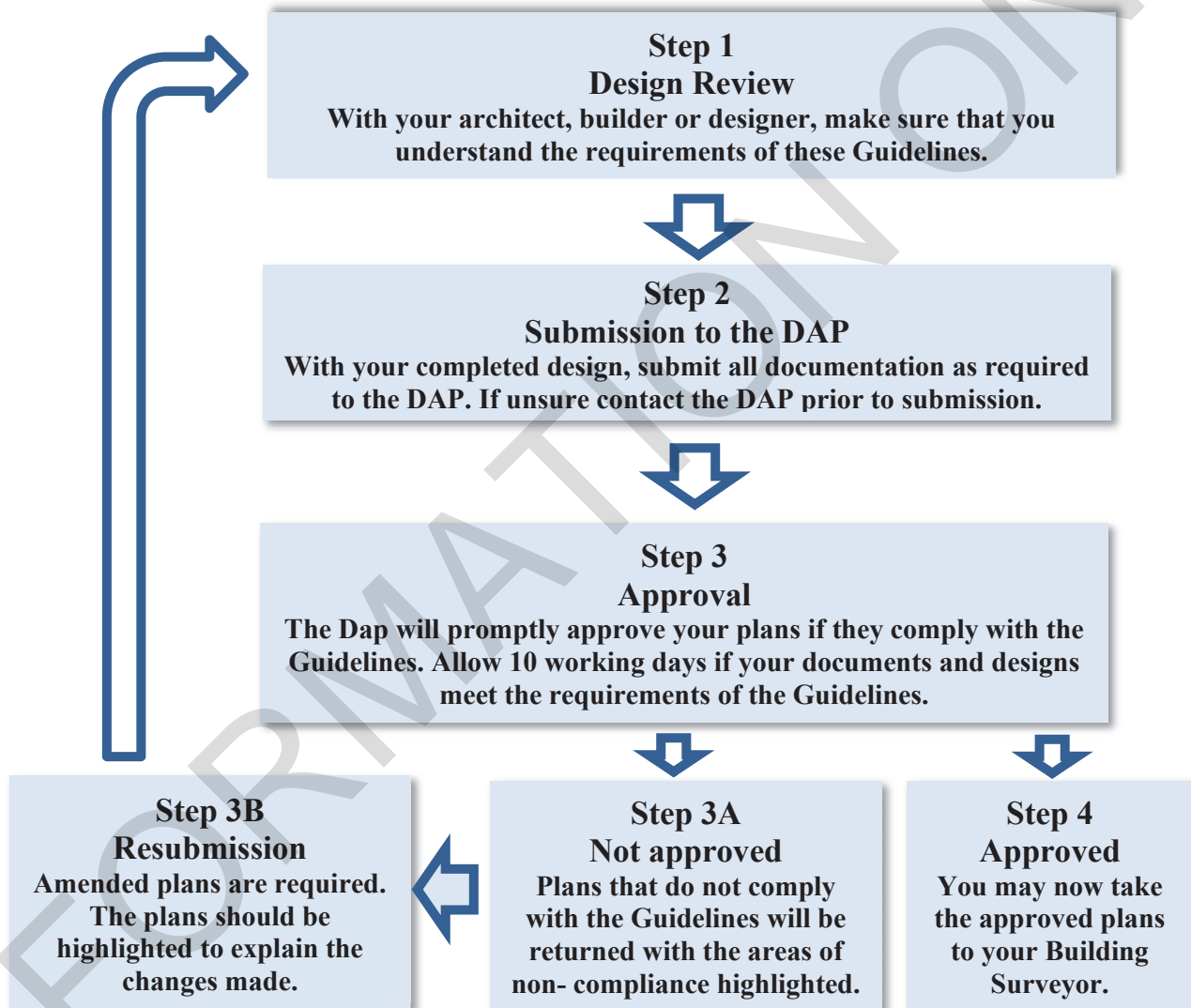
- 3.3 House Orientation
- 3.5 Building Envelopes and setbacks
- 3.6 Building Height
- 3.8 Site Coverage
- 4.10 Overshadowing
- 4.11 Privacy and Overlooking

If there is any uncertainty regarding interpretation of the Small Lot Housing Code versus the Rathdowne Design Guidelines, the Small Lot Housing Code takes precedence.

2.2 DAP PROCESS

Figure 3 provides a summary of the DAP process.

Figure 3. DAP Process



2.3 PLAN SUBMISSION

After reviewing and understanding these Guidelines, including discussing the Guidelines with your Architect, Builder and or building designer, you will need to submit the following to the DAP.

Provide PDF copies in A4 or A3 format to the DAP for approval as follows:

- Site plan (1:200 scale) showing:
 - setbacks from all boundaries
 - Building Envelope
 - existing contours
 - proposed finished floor levels and site levels
 - external features including driveways, paths, fencing and outbuildings
 - Landscaping
- House floor plans (1:100 scale)
- Elevations from four sides (1:100 scale)
- Schedule of external materials and colours. Colour swatches must be provided.
- Completed Check List (refer Section 8 of Guidelines)
- **Note: do not include internal fit-out details such as kitchens, electrical plans etc**

Submit all information via the Builders Portal on the Villawood website
www.villawoodproperties.com.au

all enquires to

RATHDOWNE DESIGN ASSESSMENT PANEL

c/- dap@kosaarchitects.com.au

or telephone contact on 03 9853 3513

2.4 RE-SUBMISSION

Plans that do not comply with the Guidelines will be returned with the areas of non-compliance highlighted. Amended plans need to be resubmitted for approval.

Any alterations made to the resubmission other than the initial non-compliance should also be highlighted on the plans or an accompanying letter.

2.5 APPROVAL

The DAP will promptly approve plans that comply with the requirements of these Guidelines. Allow approximately 10 working days for approval.

2.6 BUILDING PERMIT

After approval from the DAP, you must then obtain a Building Permit from the Council or a Private Building Surveyor.

Note: Design approval from the DAP does not exempt the plans from any building or statutory regulations other than the regulations that are superseded by the approved building envelopes and approved profile diagrams.

Approval must be obtained from the relevant authorities for Building Permits, build over easements and connections etc.

Report and consents cannot be requested for regulations that are covered under the approved Building Envelopes.

Approval by the DAP does not infer compliance under the Building Code of Australia, Rescode and other applicable planning or building regulations.

2.7 CONSTRUCTION

Once a Building Permit has been obtained, construction of your house may begin.

3. SITING & ORIENTATION

3.1 CONSIDERATIONS

The siting of your home will be integral in developing the neighbourhood theme within the community. Consideration must be given to:

- Ensuring best visual presentation from the street;
- Maximising the benefits of solar access;
- Promoting energy efficiency;
- Minimising overlooking & over shadowing; and
- Respecting the privacy and amenity of neighbours.

3.2 LAND USE

One dwelling only is permitted per allotment. Dual occupancy and further subdivision is not allowed. This does not apply to allotments identified by the developer as medium density allotments.

3.3 HOUSE ORIENTATION

Houses must face the main street frontage and present an identifiable entrance to the street. The front door may face some side street frontages, this should be verified with the DAP. Where possible, houses should be sited so that habitable rooms and private open spaces face northwards to receive maximum solar efficiency.

3.4 DWELLING ARTICULATION

To ensure that dwellings constructed within the community are designed to a high quality contemporary standard, they should be designed so that front and secondary street frontage facades are well articulated. Broad flat surfaces extending greater than 6 metres shall not be permitted.

Articulation can be achieved through a variety of ways and must incorporate at least one of the following features;

- Use of different materials and textures
- Variable wall setbacks to the front and side street boundaries
- Introduction of verandahs, porticos and pergolas
- Feature gable roof
- Continuation of window style



Acceptable articulation



No articulation

3.5 BUILDING ENVELOPES AND SETBACKS

Building Envelopes

Building Envelopes have been prepared for the lots in each stage at Rathdowne and are contained within the Guidelines. The construction of buildings or associated buildings, including garages, must be contained within the Building Envelope specified for that allotment in the Guidelines and in accordance with the Profile Diagrams depicted in the Guidelines.

Setbacks

The following setbacks for houses and garages must be met.

(i) The Front Street

The front street setback is designated on the specified Building Envelope for each allotment. All houses must be set back from the main street frontage by the minimum distance indicated.

Garages must be located or set back behind the front façade of the home.

(ii) Splayed and curved street frontages

Unless noted on the plan, the minimum front setback on a splayed or curved corner between two street frontages is on an arc connecting the front street setback line to the side street setback line commencing at the points that are perpendicular to the points where the street alignment commences to arc.

Front entrances are to be easily accessible from the main street frontage.

(iii) The Side Boundaries

The side setback is designated on the specified Building Envelope for each allotment. A building must be setback from a side boundary not less than the distances specified in the Building Envelope Profiles and shown on the Building Envelopes by a setback identifier code. Garages may be built to the side boundary if provided for on the Building Envelope and adjacent buildings allow. The measurements are taken from the natural surface levels to the top of the wall.

(iv) The Side Street Boundary

The side street setback is designated on the specified Building Envelope for each allotment.

(v) The Rear Boundary

Generally, a rear wall of a building not exceeding 3.6 metres in height must be set back from the rear boundary a minimum of 3 metres, and a rear wall of a building exceeding 3.6 metres in height must be set back from the rear boundary a minimum of 5.5 metres for standard lots. The maximum height of a building facing a rear boundary must not exceed the maximum building height allowed by the side envelope profile as shown in the Profile Diagrams, or a height limit for a rear setback as dimensioned on the Building Envelope plan.

(vi) Walls on boundaries

Unless otherwise noted on the Building Envelopes, walls and associated parts of a building within 1.0 metre of a boundary are restricted to areas within a Building to Boundary Zone (BBZ). The BBZ spans the length of the side boundary between the front and rear setbacks permitted by this Building Envelope. Total length of walls in the BBZ is limited to 60% of the length of the boundary except for terrace style lots where walls are permitted to the extent of the nominated BBZ.

Unless noted otherwise building to the boundary is allowable to one side only.

Within the BBZ, the following apply:

- Walls within the Building to Boundary Zone are allowed.
- Carports and verandahs are not permitted to be built to the boundary.
- Maximum height of a wall in the BBZ is restricted to 3.6 metres.
- Walls less than 1.0 metres from the boundary must be within 200 mm of the boundary.

(vii) Encroachments

Side, Side Street and Rear: The following may encroach into the specified setback distances by not more than 600 mm: For the purposes of these guidelines, gutters are not a measured item.

- Porches, eaves, verandahs
- Masonry chimneys
- Screens, but only to the extent needed to protect a neighbouring property from a direct view
- Water tanks
- Heating and cooling equipment and other services

The following may encroach into the specified setback distances:

- Landings with an area of not more than 2 square metres and less than 0.8 metres high
- Unroofed stairways and ramps
- Pergolas
- Shade sails
- Eaves, fascia, gutters

Front: The following may encroach into the specified front street setback distances by no more than 1500 mm: For the purposes of these guidelines, gutters are not a measured item.

- Porches and verandahs to a maximum height of 4m.
- Decks and uncovered landings of not more than 2 square metres and less than 0.8 metres high from natural ground
- Eaves.

(viii) Edge Boundary

Exemptions relating to side setbacks and relating to siting matters do not apply to an Edge Boundary.

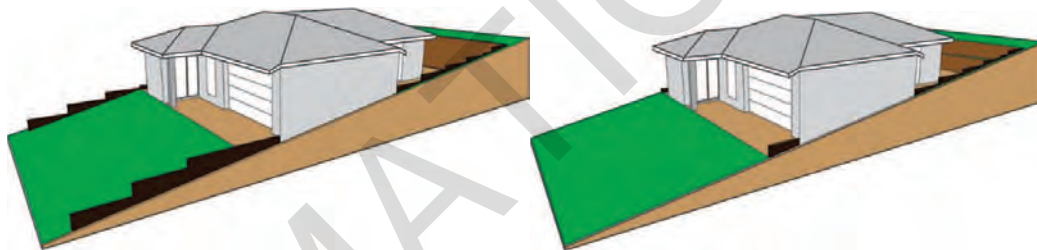
3.6 BUILDING HEIGHT

The maximum building height is 9 metres above the natural surface level of the ground directly below it. A maximum rise of 2 storeys is permitted.

For the purpose of the Guidelines, a maximum wall height of 7.2 metres is permitted above natural ground level. Natural ground/surface level is defined as the ground level after engineering works associated with the subdivision have been completed. Sloping sites which may allow additional built area under the ground floor level will be considered and may be approved depending upon overall design and setback requirements. Large bulk excavations or high retaining walls are not permitted. For the purpose of these Guidelines retaining walls greater than 1m are considered excessive.

3.7 SLOPE CONSIDERATIONS

Houses and garages should be sited and designed to take advantage of the natural slope conditions at Rathdowne. Split level designs, for example, can be designed to follow the fall of the land and avoid unsightly and expensive earthworks that scar the natural landscape.



Correct level of excavation

Incorrect level of excavation

Unsightly cut or fill should be avoided and limited to 1.0m in depth. Landscaped terraces are preferred as per below with engineer-designed retaining walls.

3.8 SITE COVERAGE

Unless otherwise specified in the notations to the Building Envelopes as they apply to particular allotments, buildings must not occupy more than 60 per cent of the lot.

In calculating site coverage, eaves, fascia and gutters not exceeding 600 mm in total width, and unroofed swimming pools, terraces, patios, decks and pergolas should be disregarded. Roofed areas of terraces, patios, decks and pergolas are to be included in overall calculations.

Please be aware of the building regulations with regards to timber framed structures such as pergolas, verandahs and decks. Refer VBA's [Minimum setback for decks information sheet](#)

Those lots noted accordingly such as small lot housing or terrace style lots in the Building Envelopes may have maximum permitted site coverage of 70% but must have a private open space area that measures 25m² with a minimum dimension of 3 metres in width.

4. BUILT FORM

4.1 ARCHITECTURAL STYLE

At Rathdowne, high standards of house design will be required, and a variety of styles are encouraged. Designs should be responsive to the individual attributes of the lot, having regard to any slope or vegetation. Designs that break the front of the dwelling into distinct visual elements will be supported.

At Rathdowne, there are four precincts (as described in the Annexure A Precinct Plan); each precinct owners are encouraged to provide a design that reflects the precinct.

Precinct 1, Urban Village - contemporary feel with a dynamic community space with contemporary planting and open spaces.

Precinct 2, Eden Fields - contemporary feel, active village and open space reserves.

Precinct 3, Waterway Edge - a contemporary feel, architecturally creative to maximise views of the waterways.

Precinct 4, New Haven - contemporary feel, premium village feel with open space & conservation reserves tree lined streets and high end landscape treatments.

The inclusion of projections integral to the design and style of the dwellings such as verandahs are encouraged. Further enhancement can be achieved through the use of detail and shade in the form of pergolas and extended eaves.

Houses with identical facades may not be constructed in close proximity and identical houses must be separated by a minimum of five houses in any direction. This will only be permitted where lots are less than 300sqm and are located next to each other, but do not share a common street frontage. The appearance of dwellings should provide a degree of richness and variety ensuring the creation of pleasant, interesting streetscapes.

Houses which have long uninterrupted expanses of wall should be avoided. Features, which may detract from the appearance of a house from the street, including small windows, obscure glass, window security shields, canvas and metal awnings, will be discouraged.

4.2 MATERIALS AND COLOURS

The materials and colours of the walls and roofs of houses will have a major impact on the visual quality of Rathdowne. The use of a combination of finishes is encouraged for achieving a degree of individuality and interest.

Thoughtful selection of materials and colours will achieve a degree of visual harmony between houses and will avoid colours that are out of character with neighbouring houses. For these reasons, purchasers are requested to submit roof and wall materials and colours for approval. Colours which

reflect the natural tones of the environment at Rathdowne are recommended.

External Walls

- The external walls (excluding windows) are to be constructed of brick, brick veneer, texture coated material, weatherboard or other material as approved by the DAP. Colours of trims should be selected to complement the main body of the house & the natural environment.
- Dwellings must have at least 30% render to the front facade or other texture coated material as approved by the DAP.

Roofs

- The roof is to be constructed of steel or masonry or as approved by the DAP. Roof colours which reflect the natural tones of the environment at Rathdowne are recommended and the use of Colorbond is encouraged.
- New Haven Precinct – all homes shall have eaves of at least 450mm width to all sides of the roof. Garage side walls that abut a lot boundary are exempt from eaves.
- Waterway Edge Precinct, all home directly fronting the waterways require eaves of at least 450mm width to all sides of the roof, all other lots within this precinct are encouraged to consider eaves of minimum 450mm to all sides of the roof.
- Eden Fields and Urban Village Precincts – all homes fronting any reserve require to have eaves of at least 450mm width to all sides of the roof.

4.3 DWELLING SIZE

The minimum dwelling size is:

- 160 square metres in the case of a lot having an area of 500 square metres or greater; or
- 130 square metres in the case of a lot having an area of 400 square metres or greater but less than 500 square metres; or
- 100 square metres in the case of a lot having an area of 300 square metres or greater but less than 400 square metres; or
- 75 square metres in the case of a lot having an area of less than 300 square metres.

4.4 TERRACE AND DUPLEX STYLE DWELLINGS

Terrace style and duplex dwellings and dwellings on lots less than 10 metres wide must have a greater degree of articulation to the front facades. Stepping of the materials and the use of alternate materials must be incorporated to accentuate the articulation. Consideration of garage location and treatment must be considered so as not to dominate the streetscape.

4.5 TWO STOREY DWELLINGS

All two storey dwellings must be articulated to the front façade as a minimum, alternate materials are encouraged as a method of providing the visual break from a monotone and bleak façade. Treatments such as pergolas, verandahs etc. are recommended to break the line of sight. This recommendation also reflects to double storeys dwellings to corner allotments.

It is important to ensure that two-storey houses are designed and sited correctly to minimise overlooking and overshadowing. It is recommended that initial concepts for two-storey houses be discussed with the DAP.

The articulation of the front of the upper level of two-storey houses is encouraged to avoid dominating the streetscape.

4.6 CORNER ALLOTMENTS

The home design must address both the primary and secondary street frontages and be of a consistent architectural design.

Design elements (such as balconies, verandahs, detailing, feature windows & materials) used on the primary frontage must continue on that part of the secondary frontage that is visible from the public realm.

4.7 ENERGY EFFICIENCY

An energy smart home takes advantage of the sun's free warmth and light and, with the inclusion of energy efficient appliance and systems, will save a great deal of energy.

Well-designed homes reduce the demand on heating and cooling. Any style of house can be energy efficient. Energy smart homes have a combination of features which work together to ensure you achieve the highest degree of comfort with minimum energy use.

Homes at Rathdowne must achieve a minimum of 6 Star Energy Rating in accordance with the Victoria Home Energy Rating System or greater if legislated by the building regulations. An energy rating certificate will not be required prior to DAP approval; however, a certificate will be required prior to obtaining a Building Permit.

Due to changes to the National Construction Code all new homes built after 1 October 2023 may need to achieve a minimum 7-Star rating when using the Nationwide House Energy Rating Scheme (NatHERS). You should consider whether these new requirements will apply to you. For information about the new requirements see NCC 2022 (available at <https://ncc.abcb.gov.au/>) and contact your local State building regulator. Achieving a 7-star rating may result in increased build costs.

4.8 ROOFS

Articulated roof shapes are preferred with hips and gable roof forms, coastal skillion roof styles and higher degrees of pitch encouraged, although each design will be considered on its merits by the DAP.

Houses on lots fronting the Rathdowne Blvd or North Street (key northern road that starts at the intersection at Craigieburn Road East, and continues all throughout the development to the northern district active open space or a water body must have 450mm eaves.

4.9 GARAGES

The garage and family car(s) have a significant impact on the streetscape. The design and location of garages should endeavour to make them an integral and unobtrusive part of the house. All homes must allow for an enclosed garage for car accommodation.

Double garages must be provided for on lots greater than 12.5 metres in width. Garages must be constructed within the Building Envelope and sited a minimum of 5 metres from the front street boundary. The garage setback also applies for entry to the garage from the side street boundary. This applies for standard lots greater than 12.5 metre frontages.

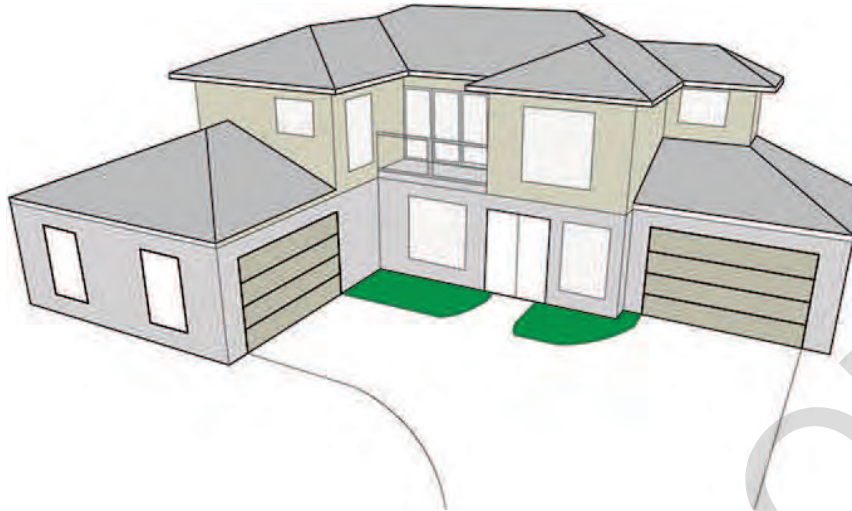
Terrace style lots may have garage access from alternate roads at the rear of the site, in the case that this occurs as nominated on the building envelope plan, then the siting of the garage must be located within the confines of the building envelope plan. Generally, a 1 metre pedestrian access path must be left from the rear of the lot beside the garage.

Setbacks for single garages for lots less than 12.5 metres, terrace and duplex style lots are nominated on the building envelopes.

It is preferable for garages to be constructed under the main roof of the house. If garages are free standing and/or visible from the street, they should match the roof form and be constructed of the same materials as the house. The garage may be constructed to the side boundary, depending on the location of adjacent buildings and garages relative to the side boundaries and whether permitted by the Building Envelope. Deep excavations on the boundary will not be permitted - this would cause detriment to adjoining properties.

Secondary garages are discouraged. The design for an additional garage would need to be discussed with the DAP. Garages greater than double width have to be stepped back and well-articulated and are permitted only on lots greater than 16 metres. One crossover is permitted to each lot frontage.

When designing garages, consideration must be given to the screening of boats, caravans and trailers and for 'drive-through' access to the rear yard. The garage door is a major visual element of the streetscape and doors facing the street must be panelled and of a colour which complements the house. The inclusion of windows, recesses or projections in the garage door should be considered to present an interesting and integrated façade.



4.10 OVERSHADOWING

This item is covered within the building envelope plan and profile diagrams. Building Regulation 81, 82, & 83 is superseded by this Guideline.

4.11 PRIVACY AND OVERLOOKING

This item is covered within the building envelope plan and profile diagrams. Building Regulation 84 is superseded by this Guideline.

5. EXTERNAL CONSIDERATIONS

5.1 ACCESS AND DRIVEWAYS

Driveways are a major visual element at Rathdowne and should be constructed using materials that blend with or complement the dwelling textures and colours. Only one driveway will be permitted for each lot, unless there are special circumstances, if so these need to be discussed and confirmed with the DAP.

Driveways must not be wider than 5 metres at the street boundary of a lot and planting between the driveway and property boundary is encouraged.

Driveways must be constructed of brick and/or concrete pavers, coloured concrete, saw-cut coloured concrete, or concrete with exposed aggregate. Plain concrete is not permitted.

New Haven Precinct – driveways must be constructed of concrete with exposed aggregate



Example of exposed aggregate concrete.

All driveways must be completed prior to the Occupancy Permit being issued.

5.2 FENCES

The objective of the DAP is to provide a degree of uniformity throughout the estate and thereby avoid an untidy mix of various fence standards, colours and types. To enhance the park-like character of the estate, no front fencing will be permitted.

Fences may be stained with a clear finish but must not be painted with coloured stains or paint unless they are a corner lot side fence that fronts the street. Corner lot side fences fronting the street may be stained with a clear finish or painted the following colours:

- Colorbond Monument;
- Colorbond Ironstone; or
- Dulux Taihape – NZ10H3.

On side boundaries, no fencing is permitted forward of the building line.

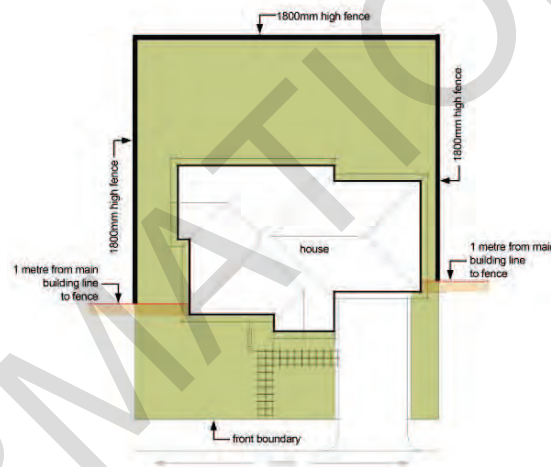
All side and rear fences are to be constructed of timber palings with exposed posts and capped across the top to a maximum height of 1.8 metres (excluding a screen required for overlooking purposes).

All fencing must be constructed in accordance with the Creation of Restriction as detailed on the relevant Plan of Subdivision and as approved in writing by the DAP. For the purposes of these Guidelines, the prescribed fence height of 1.8 metres to the side street, side and rear boundaries will be exempt from the provisions of the Building Regulations.

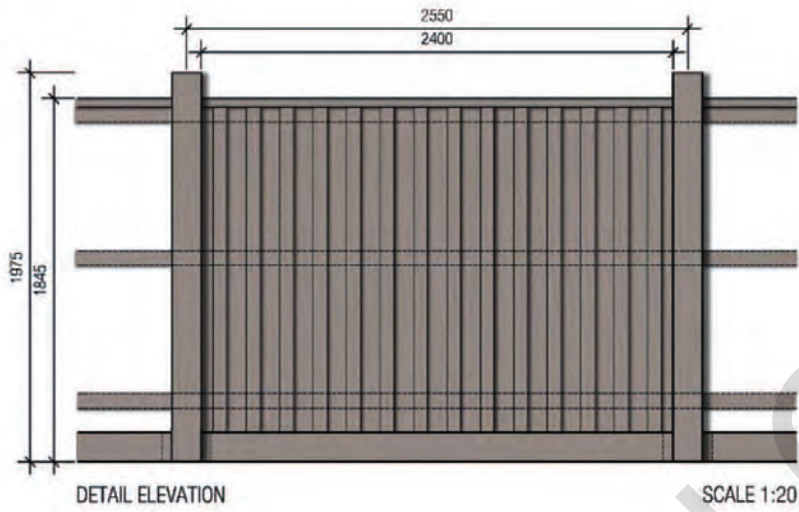
Lots facing a side street must comply with the building regulations regarding height and setbacks.

Lots sharing a fence with an electricity substation will be advised at DAP approval on the plans of the extent of fence required i.e. fences will likely extend beyond the front building line of the home in this instance only

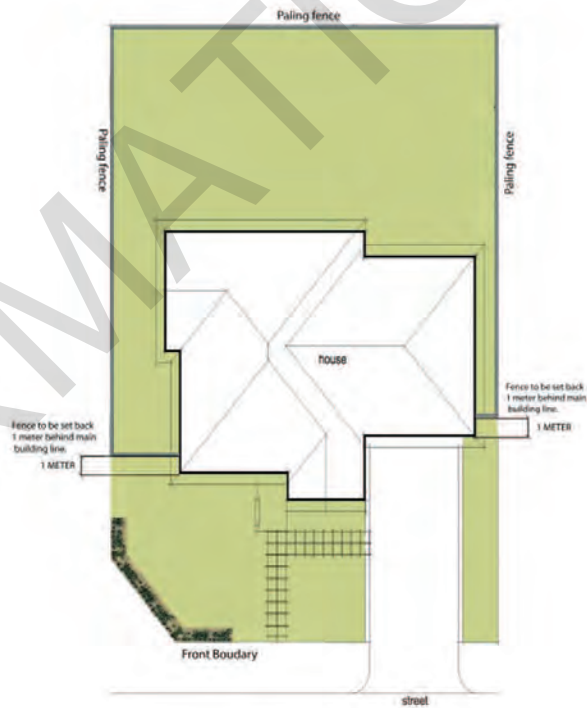
Fences permitted by the Guidelines are not deemed to overshadow the recreational private open space on the allotment.



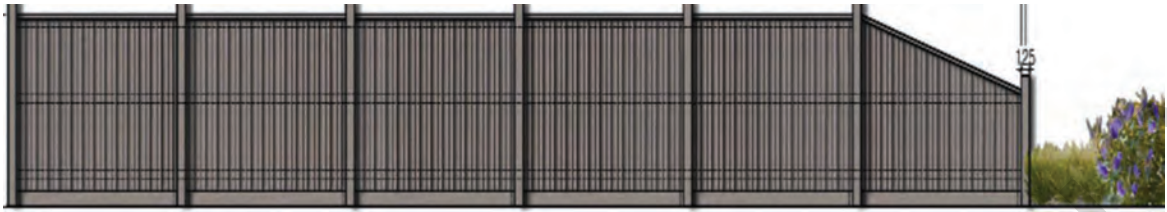
Depiction of typical boundary fencing location



Elevations of typical paling fence



Depiction of corner lot fence



Side boundary fence elevation

5.3 WATER SAVING INITIATIVES

All homes must provide for a connection to the recycled water network for use in garden taps, toilet flushing, car washing and the like at the cost of the lot owner.

All residents are encouraged to consider other water saving initiatives in the home including:

- Grey water systems
- Rain water tanks
- Solar hot water systems
- Energy efficient tap ware and appliances

5.4 LETTERBOXES

Letterboxes should be designed to match the house using similar materials and colours and must be erected prior to occupancy permit.

The size and position of the letterbox must comply with Australia Post requirements. The street number must be clearly identifiable, suitably sized and located and must not interfere with the overall streetscape.



Acceptable

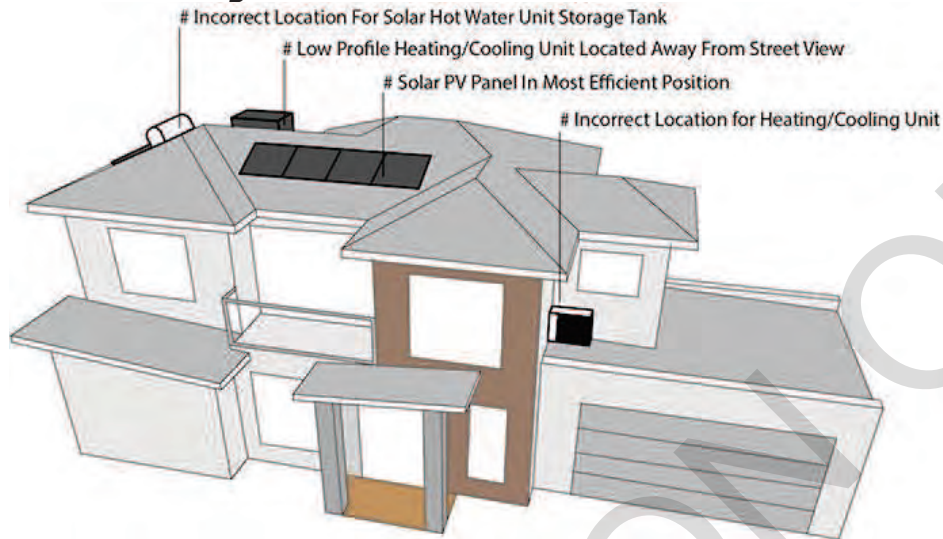


Not acceptable

5.5 GENERAL

External fixtures must achieve the following objectives and the location must be noted on plans to be submitted to the DAP:

Clothes-lines, Garden Sheds, External Hot Water Services and Ducted Heating Units must not be visible from the street.



Solar Water Heaters are permitted and, where possible, are to be located out of view from the street frontage. The solar panels shall be located on the roof, not on a separate frame.

Solar Panels – (photovoltaic) are encouraged and not restricted.

Air-Conditioning Units

Evaporative air-conditioners must be positioned so that they are not visible from the main frontage of the dwelling. They must be painted to match the colour of the roof, be low profile units and installed as low as possible below the roof ridge line towards the rear of the house. Wall mounted air-conditioners must be located below the eaves line, screened from public view and suitably baffled to reduce noise.



LOW PROFILE & POSITIONED AT REAR
ACCEPTABLE



STANDARD UNIT IN CLEAR VIEW OF STREET
NOT ACCEPTABLE

Television Antennae are not permitted as television services are available through the Opticomm Fibre Network.

Satellite Dishes will only be approved if located below the roofline of the house and must be screened from public view.

Rainwater Tanks must be not visible from the street frontage. No external **Plumbing** to a dwelling shall be visible from a street or dwelling. All plumbing on double-storey houses, except downpipes, must be internal so as not to be visible from the street or neighbouring properties.

External lighting including spotlights, flood lights and any lights illuminating any outdoor area are to be approved by the DAP and the use of LED or solar lighting is encouraged.

Rubbish Bins & Recycling Bins should be stored out of view from the street.

Commercial Vehicles with a carrying capacity of 1 tonne or more or any boat, caravan or trailer shall not be permitted to be parked on a lot so that it is visible from any street.

Advertising Signage

Signage is not permitted on residential lots with the following exceptions:

- Only one advertising sign will be permitted to be erected on a lot that is being advertised for resale AND only after the developer has sold and settled ALL lots in the Rathdowne community.
- Display home signage will be permitted but only with the written approval of the DAP and the council.

Builders or tradespersons identification required during construction of the dwelling to a maximum size of 600mm x 600mm. Such signs must be removed within 10 days of the issue of the Occupancy Permit.

Sheds

Sheds should be restricted in size and must be in harmony with the other buildings. Permission for sheds under 9m² do not require DAP approval, sheds greater than 9m² require both DAP approval and a building permit. It is the responsibility of the Purchaser to ensure that the requirements relating to location, size and height for all outbuildings adhere to governing authority requirements. Sheds must not be greater than 3 metres in height.

All sheds are to be erected with a muted/earthy colour tones, colorbond material is acceptable.

Carports

No carports are permitted to the front of the dwelling.

Pools

Swimming Pools do not require the approval of the DAP.

Window Furnishings

Internal window furnishings which can be viewed by the public must be fitted within three months of occupancy. Sheets, blankets or similar materials for which window furnishing is not their primary use will not be permitted.

5.6 LANDSCAPING AND TREE PROTECTION

General Guidelines

The garden design will require careful thought to ensure that the appropriate plants are selected for the particular lot conditions.

The objective is to achieve a cohesive blend of indigenous vegetation and other landscape elements, integrating street and parkland landscaping with private gardens so that the streetscape presents as a landscaped garden.

Landscape design and plant selection should minimise the need for garden watering. No tree or shrub with a mature height greater than 3 metres should be planted closer than 2 metres to the house. Purchasers should make their own enquiries with the Council and obtain a list of allowable vegetation.

Front Gardens

All landscaped areas to the front of the house must be established within three months of the issuing of the Occupancy Permit to ensure good presentation is achieved for the local community. The front garden should include a variety of plants, lawn, garden beds that incorporate ground covers, small to medium shrubs and at least one advanced feature tree in a 75 litre pot when purchased. Artificial Turf is not permitted.



Examples of acceptable landscaping treatments.

Embankments

Embankments should not exceed a slope of 1 in 5. Retaining walls are preferred to steep embankments and should be kept to a maximum height of 1 metre – a number of small terraces are preferred.



Not acceptable



Acceptable

5.7 CONSTRUCTION MANAGEMENT

During the construction period, the builder must install a temporary fence and ensure that rubbish and building waste is contained within the building site. Damage to nature strips caused during the construction period is solely the responsibility of the landowner and their builder.

5.8 BROADBAND NETWORK

Rathdowne is an OptiComm Fibre Connected Community. This means that all homes in Rathdowne will have access to the OptiComm high speed broadband network. Some benefits of high speed broadband are:

- Distribution of analogue and digital free to air television
- Ultra-high speed internet - even in high usage times and not affected by distance from an exchange
- Pay TV - choice of providers
- External aerials and satellite dishes are not required

What you need to do to prepare for High Speed Broadband:

Step 1. Conduit (Pipe) Installation

You must make sure your builder has installed a 32mm white telecommunications conduit from the front boundary of your lot to the meter box location on the side of your house. Your builder can install this conduit, or you can arrange for OptiComm, who undertake all Optic Fibre Network Connections, to install this conduit for you. Typical costs for up to 10 metres of trenching and conduit would be approx. \$500 (GST inclusive). The OptiComm Customer Connection Information Desk can be contacted on 1300 137 800. This conduit should be installed during construction of your home.

Step 2. Prepare your home to be able to distribute the Internet, Telephone, TV and other services throughout your rooms

Structured Cabling of your home is optional, but highly recommended, as it will enable you to take advantage of all features the Rathdowne Optical Fibre Network has to offer. It is recommended that you arrange a quote to cable your new home from your builder or OptiComm's contractors early in your construction phase or at contract negotiation as the wiring should be done at the frame stage of construction. Structured Cabling is an additional cost to the conduit and customer connection.

Step 3. Connection to the Optical Fibre Network

When you have received your Certificate of Occupancy or are about two (2) weeks before you move in, call OptiComm's Customer Connection Information Desk on 1300 137 800 to arrange the connection to the Optical Fibre Network.

The typical customer connection cost is \$550.00 incl. GST and includes the following services:

- Installation of Optical Network Terminal and the Power Supply Unit (back-up battery not included)
- Access to Free to Air Digital and Analogue (if available) TV signals
- Access to Foxtel Pay TV signals (resident to arrange for Foxtel connection at their cost)

Step 4. Contact a Retail Internet and Telephone Service Provider

Finally, the last step involves contacting a Retail Service Provider to arrange the connection of your Retail Internet and Telephone Services (see details over page). You will be contracting the Retail Service Provider to provide the Internet and Telephone Services over the OptiComm Wholesale Network.

Hints when discussing your requirements:

- Tell them you are in an OptiComm Fibre Community
- Make sure you tell them you are at Rathdowne in Mickleham
- Make sure you give them your full address
- Tell them whether you have moved in yet
- Advise them whether you have had OptiComm install the Optic Fibre and Hardware in the enclosure near your meter box - this will affect the time it takes to connect services
- If speaking with Foxtel make sure you tell them you are in an OptiComm Fibre Estate and the "ONT" (Optical Network Terminal) is installed

For further information please refer to:

<http://www.opticomm.net.au/>

6. NOTES AND DEFINITIONS

6.1 NOTES ON RESTRICTIONS

- Ground level after engineering works associated with the subdivision is to be regarded as natural ground level.
- In the case of a conflict between the Building Envelope plan or Profile Diagrams and these written notations, the specifications in the written notations prevail.
- Buildings must not cover registered easements unless provided for by the easement.

6.2 GENERAL DEFINITIONS

If not defined above, the words below shall have the meaning attributed to them in the document identified:

In the *Building Act 1993*:

- Building
- Lot

In Part 5 of *Building Regulations 2018*:

- Clear to the sky
- Height
- Private open space
- Recreational private open space
- Raised open space
- Setback
- Site coverage
- Window
- Single dwelling
- North (true north)

In the *Victoria Planning Provisions*, 31 October 2002:

- Frontage (Clause 72)
- Dwelling (Clause 74)
- Habitable room (Clause 72)
- Storey (Clause 72)

6.3 ADDITIONAL DEFINITIONS

Edge Boundary

Edge Boundary means the boundary or part of a boundary of a lot on the Plan of Subdivision that abuts a lot, which is not shown on the Plan of Subdivision. An Edge Boundary lot is marked "E" on the Building Envelope plan.

Front street or Main Street frontage

Front Street means the street or road that forms the frontage to the lot concerned. Where there is more than one road which adjoins a lot or where it may be otherwise unclear, the Front Street may be identified by the letter "F" in the Building Envelope Plan or will be as agreed in writing by the DAP.

Side boundary

A boundary of a lot that runs between and connects the street frontage of the lot to the rear boundary of the lot.

Street

For the purposes of determining street setbacks, street means any road other than a lane, footway, alley or right of way.

Standard lot

A single lot that accommodates a freestanding house detached from adjoining houses and of an individual style.

7. BUILDING ENVELOPES

Refer attached Building Envelopes

Building regulation 74, 75, 76, 79, 80, 81, 83, 83, 84 & 85 are superseded by the Approved Building Envelopes.

To be read in conjunction with Building Envelope Profiles (refer Section 8) and Rathdowne Plan of Subdivision for each relevant stage.

8. BUILDING ENVELOPE PROFILES

Refer attached Building Envelope Profiles

To be read in conjunction with Building Envelopes (refer Section 7) and Rathdowne Plan of Subdivision for relevant stage.

APPENDIX A – PRECINCT PLAN

INFORMATION ONLY

CHANGE OF OWNERS DETAILS/ ADDRESS FORM

Section 134 Owners Corporation Act 2006

LOT DETAILS			
Lot Number:			
Lot Street Address:			
Company (if applicable):			
OWNER DETAILS			
Owner Name 1:			
Mailing Address:			
E-mail Address 1:			
Mobile:			
Business:		After Hours:	
Owner Name 2:			
Mailing Address: <i>(if different from owner 1)</i>			
E-mail Address 2:			
Mobile:			
Business:		After Hours:	
AGENT DETAILS <i>(if applicable)</i>			
Agency Name:			
Agency Address:			
Contact person:		Agent Phone:	
Agent Email:			
ADDRESS FOR FEE NOTICES, OTHER DOCUMENTS ETC.			
Fee Notices to - Please indicate: Owner or Agent	<input type="radio"/> Owner	<input type="radio"/> Agent	
Other Documents - Please indicate: Owner or Agent	<input type="radio"/> Owner	<input type="radio"/> Agent	

Dated: _____

Signature of owner/s 1: _____

Signature of owner/s 2: _____

Please return the completed form to Quantum United Management
Suite 12, Level 2, 100 Overton Road, Williams Landing, Vic, 3027
or via email to: info@quantumunited.com.au

Note: It is the responsibility of a lot owner who sells and a person who acquires a lot to advise our office of any changes in ownership within one month of settlement. Owners who have not occupied their property for more than three months must advise the Owners Corporation of a mailing address for the service of Notices as soon as possible.

Model rules for an owners corporation

1. Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

- (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes;
- or
- (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

2. Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub committee without reference to the owners corporation.

3. Management and administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and other nuisance control

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- (8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

INFORMATION ONLY



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION NOTIFICATION OF MAKING RULES SECTION 27E(1) SUBDIVISION ACT 1988 (WHEN LODGED WITH PLAN)

Applicant(s):

CRAIGIEBURN ROAD PROJECTS PTY LTD (ACN/ARBN: 603586456)

LEVEL 1 6 RIVERSIDE QUAY SOUTHBANK VIC 3006

CRAIGIEBURN ROAD WOLLERT HOLDINGS PTY LTD (ACN/ARBN: 616544962)

LEVEL 1 6 RIVERSIDE QUAY SOUTHBANK VIC 3006

VILLAWOOD WOLLERT NO. 7 PTY LTD (ACN/ARBN: 604687881)

LEVEL 1 6 RIVERSIDE QUAY SOUTHBANK VIC 3006

Plan Number:

PS819166Y

Owners Corporation Number:

1

Proposed rules of the Owners Corporation:

Appended

Execution:

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

or Document.

4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of CRAIGIEBURN ROAD PROJECTS PTY LTD
CRAIGIEBURN ROAD WOLLERT HOLDINGS PTY LTD
VILLAWOOD WOLLERT NO. 7 PTY LTD

Signer Name JANELLE MAREE BROWN
Signer Organisation ROBERTSON HYETTS
Signer Role AUSTRALIAN LEGAL PRACTITIONER
Execution Date 07 January 2020

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RATHDOWNNE

WOLLERT

OWNERS CORPORATION RULES

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1. INTERPRETATION

One of the Owners Corporation's principal charters is to ensure that all Members have the quiet enjoyment of Club Rathdowne within the Development. Rules in respect of Amenity Controls (Rule 5), particularly, are to be read in this context. Further, these Rules are to be interpreted having regard to the following objectives of the Developer:

- (a) Club Rathdowne
maintaining and enhancing Club Rathdowne and other amenities for the benefit of all Members;
- (b) Landscaping
maintaining and enhancing any landscaping for which the Owners Corporation is responsible;
- (c) Provision of Services
ensuring the Owners Corporation has the ability to provide services to its members which are consistent with the quality of the Development; and
- (d) Design Guidelines
ensuring compliance with the Design Guidelines;
- (e) Developer Supervision
empowering the Developer to act on behalf of all Members to achieve all of the above, until such time as the Owner ceases to be the owner of a Lot on the Plan of Subdivision and any Land in the Development.

2. DEFINITIONS

In these Rules unless the context otherwise requires the following definitions apply:

Builders' Site Refuse Guidelines means the guidelines for disposal of all building refuse on all Lots on the Plan of Subdivision (a copy of which is attached in Schedule 1) as amended from time to time by the Owners Corporation which are established for the purposes of achieving the expressly stated objectives of these Rules;

Club Rathdowne means any facilities erected by the Developer that is leased to Club Rathdowne Limited and made available for the use of all Members;

Common Property means that part of the Land shown in the Plan of Subdivision as common property;

Date of Completion of the Development means the date of settlement of the sale of the last Lot or piece of land in the Development of which the Owner is owner;

Design Guidelines means the Rathdowne Design Guidelines (a copy of which can be obtained from the website at rathdowne.villawoodproperties.com.au/purchaser-info) as amended from time to time;

Developer means Craigieburn Road Projects Pty Ltd ACN 603 586 456 or its assignee;

Development means the development known as "Rathdowne" from time to time;

Land means the whole of the land described in the Plan of Subdivision;

Lot means any lot on the Plan of Subdivision;

Member means a member of the Owners Corporation who is the owner of any Lot on the Plan of Subdivision;

Occupier means the legal occupant from time to time of a Lot;

Owner means Craigieburn Road Projects Pty Ltd ACN 603 586 456 and includes its assigns, transferees or successors in title to the uncompleted portions of the Development and the mortgagees and chargees thereof;

Owners Corporation means the Owners Corporation created by the Plan of Subdivision or if more than one, the unlimited Owners Corporation created by the Plan of Subdivision;

Owners Corporation Manager means the person for the time being appointed by the Owners Corporation as the manager of the Owners Corporation;

Plan of Subdivision means Plan of Subdivision No. PS819166Y which is the subject of these Rules, including any subsequent stages of subdivision to be incorporated into this Plan of Subdivision;

Regulations means the *Owners Corporation Regulations 2007* as may be amended from time to time;

Residence means one permanent non-transportable private residence;

Settlement Date means the date of transfer of any Lot to a Member.

The obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges shall prevail over these rules in respect of the person or persons to whom they are given.

3. USE OF LOTS – OWNER

(a) Display Lot

While the Owner is the owner of any Lot it may:

- (i) use any Lot owned by it for display purposes including a sales office and car parking;
- (ii) allow prospective purchasers of any Lot to inspect the display Lot; and
- (iii) use any signs, advertising or display material in or about the display Lot and Common Property as it thinks fit.

(b) Signs

Any signs erected pursuant to rule (a) must be in keeping with the Development and must not at any time be more, in number or size, than is reasonably necessary.

(c) Development Rights

Notwithstanding any other rule, the Owner:

- (i) is entitled to progressively develop staged lots as set out in the Plan of Subdivision;

- (ii) is entitled to incorporate further land into the Plan of Subdivision, to become part of the Development;
- (iii) while owner of any Lot, need not comply with any rule:
 - (A) which is inconsistent with or limits his rights under this rule; or
 - (B) the application of which, in the Owner's opinion is inappropriate to the development of the Lot while that Lot remains undeveloped or during its development.

(d) Common Property

The Owner is permitted to use and develop the Common Property for the purpose of developing the Land.

4. DEVELOPMENT AND MAINTENANCE OF A LOT

Each Member of the Owners Corporation must do the following on each Lot of that Member:

(a) Design Guidelines

Must comply with the Design Guidelines;

(b) Builders' Site Refuse Guidelines

Must ensure that any builder of a Residence on that Member's Lot complies with the Builders' Site Refuse Guidelines;

(c) Appearance of Residence

Must install permanent window furnishings within three months of the issue of an occupancy permit for the construction of the Residence and ensure the Residence is kept clean and maintained in good repair including (without limitation) all fences, walls, windows, gates, sidewalls, walkways and driveways within a Lot;

(d) Driveway

Must construct a driveway leading from the Residence to the road prior to the occupation of the Residence by the Member;

(e) Fencing

Must erect fencing around the Lot subject to the requirements of these Rules and the Design Guidelines within three months of the issue of an occupancy permit for the construction of the Residence;

(f) Upkeep of Yard Areas

Must maintain and keep tidy the front, side and rear gardens, irrigation facilities, drainage facilities, swimming pools, spas, fountains and other surrounds of the Lot to the standard of a first class residential development as determined by the Owners Corporation;

(g) Nature Strip

Must maintain and keep tidy any nature strip adjoining the Lot;

- (h) Rubbish disposal
 - (i) Must ensure that the disposal of rubbish or waste does not adversely affect the health, hygiene or comfort of the Occupiers or users of other Lots;
 - (ii) Must conceal all rubbish bins from public view except on the days and during the times designated for rubbish disposal;
- (i) Vermin

Must take all practicable steps to prevent infestation of the Lot by vermin or insects;
- (j) General Appearance of Property

Must keep the Lot free of rubbish;
- (k) Insurance

Must ensure that any improvements, constructed on the Lot are insured for full replacement value;
- (l) Rectification of Non-Compliances

Must rectify any non-compliance with the approved plans and specifications for the works in accordance with any notice in writing served on the Member by the Developer until the Date of Completion of the Development or thereafter by the Owners Corporation or its delegate;
- (m) Cease Construction on Demand

Must cease construction of works on a Lot if required by notice in writing served by the Developer until the Date of Completion of the Development or thereafter by the Owners Corporation or its delegate pending resolution of any dispute about a non-compliance with the approved plans and specifications for the Lot; and
- (n) Enforcement Costs

Must pay all costs incurred by the Developer or the Owners Corporation in respect of the enforcement of the Rules or the Design Guidelines in respect of the Member's Lot.

5. AMENITY CONTROLS

Each Member of the Owners Corporation must comply with the following controls:

- (a) Breach

Not breach any provisions of the Design Guidelines on a Lot or in the vicinity of a Lot;
- (b) Alterations

Not without the prior written consent of the Owners Corporation alter gas, water, drainage, septic, sewerage, electrical or any other utility connections and services to a Lot;

(c) Interference with Cabling

Not do any act or thing or allow any act or thing to be done to the Lot or the common property that may in any way damage or interfere with the use of cabling and ancillary equipment ("the electronic cabling") installed or to be installed by the Developer on the Land in order to provide telephone service, cable television, internet or other such telecommunications or electronic data or services. It is acknowledged that the electronic cabling (if any) remains the property of the Developer;

(d) Use of Lot

- (i) Not use or permit a Lot affected by the Owners Corporation or the Common Property to be used for any purpose which may be illegal or injurious to the reputation of the Land or the Development or which may cause a nuisance or hazard to other Member's or Occupier's of any Lot or the visitors of any Member or Occupier;
- (ii) Must give written notification to the Owners Corporation if the Member or Occupier changes the existing use of the Lot in a way that will affect the insurance premiums for the Owners Corporation.

(e) Garage

Not use the garage in a Lot for any purpose other than as a garage for vehicles and for general storage purposes;

(f) Restrictions on Carparking

(i) Commercial vehicles

Not park or allow to be parked on a Lot or any road or any other land in the vicinity of a Lot any commercial vehicles (including but not limited to trucks, utilities, caravans, trailers, boats or any other mobile machinery) unless such commercial vehicles are housed or contained wholly within a carpark or garage on a Lot or parked in the driveway on a Lot and screened from public view;

(ii) All vehicles

Not park or allow any vehicle to be parked on the front lawn of a Lot or the nature strip adjoining a Lot;

(iii) Vehicles on Common Property

Not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (A) to be parked or left in parking spaces situated on Common Property and allocated for other Lots; or
- (B) on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a Lot; or
- (C) in any place other than a parking area situated on Common Property specified for that purpose by the Owners Corporation.

(g) Vehicle Repairs

Not carry out or cause to be carried out on a Lot or on any road or any other land in the vicinity of a Lot any dismantling, assembling, repairs or restorations of vehicles unless carried out at the rear of a Residence on a Lot in a location which is screened from public view;

(h) Signs

Not erect or display any sign, hoarding or advertising of any description whatsoever on a Lot (including a "For Sale" sign) unless the following applies:

- (i) the Lot is being advertised for re-sale and in such a case only one advertising sign will be permitted;
- (ii) the signage is for a display home and the consent in writing of the Design Assessment Panel has been obtained;
- (iii) the signage is for builders or tradespersons identification during construction of the Residence provided:
 - (A) the signage has a maximum size of 600mm x 600mm; and
 - (B) the signage is removed within 10 days of the issue of the occupancy permit.

(i) Fencing

- (i) Not construct any fence that does not comply with the Design Guidelines;
- (ii) Not alter or remove any fence without the approval of the Owners Corporation;
- (iii) Not allow any fence to fall into a state of disrepair;
- (iv) Not claim any cost of maintenance of or repairs to the fence from the Owner if the Owner is the owner of an adjoining Lot; nor
- (v) Not repair or renew the fence with any materials which are not of the same nature, quality and standard as those originally used for the construction thereof;

(j) Insurance Premiums

Not do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation, without the prior written consent of the Owners Corporation;

(k) No Damage to Common Property

Not mark, paint or otherwise damage or deface any structure that forms part of the Common Property;

(l) No Interference with Common Property

Not use the Common Property or permit the Common Property to be used in such a way as to unreasonably interfere with or prevent it being used by other Member's or Occupiers of Lots or their visitors;

(m) Articles on Common Property

Not without the prior written consent of the Owners Corporation, remove any article from the Common Property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged;

(n) Storage on Common Property

Not store any materials or goods on the Common Property except with the prior written consent of the Owners Corporation and in accordance with the terms and conditions contained in that consent;

(o) Cause a danger

Not keep the Lot in a manner which is dangerous or likely to cause danger to life or property;

(p) Noise

Not by himself or herself or by allowing any other person in a Lot or on Common Property to:

- (i) carry on a noxious or offensive activity; or
- (ii) make or allow noise in a Lot or on Common Property that will interfere with the enjoyment of a Lot or the Common Property by others;

(q) Behaviour

Not be on Common Property, or on any part of a Lot so as to be visible from another Lot or Common Property unless clothed and must not use language or behave in a manner likely to cause offence or embarrassment to another Member or to any person lawfully using the Common Property.

(r) Pets and Animals

(i) Not allow animals, except common household pets, in a Lot or the Common Property and the behaviour of pets in a Lot or the Common Property must be controlled so that it:

- (A) does not interfere with the enjoyment of a Lot or the Common Property by others;
- (B) minimises the adverse impact of such pets on fauna in a Lot and in Common Property;

(ii) Rule (i) applies subject to any law;

(iii) Dogs are not allowed on the Common Property except if on a leash or carried;

(iv) Cats must be kept indoors during the hours of darkness and must at all times wear a collar and bell;

(v) All animals must wear an identification tag clearly showing the Member's address and telephone number;

(vi) Any excrement deposited by a pet on the Common Property must be removed promptly by the owner of the pet;

- (vii) Any Member who keeps and maintains a pet will be liable for any and all action by the pet whether or not the Member had knowledge, notice or forewarning of the likelihood of such action;
- (viii) If any animal causes a nuisance the Owners Corporation may give notice that the animal is causing a nuisance. If the owner does not take steps to prevent further nuisance from occurring the Owners Corporation may give notice to remove the animal from the Lot or Common Property (or both). The Member must remove the animal from the Lot or the Common Property immediately upon receipt of the notice from the Owners Corporation;

(s) Compliance

Ensure that the Occupier of a Member's Lot complies with the controls referred to in this clause 5.

6. OWNERS CORPORATION - PROVISION OF SERVICES AND LEVIES

Each Member of the Owners Corporation agrees that:

(a) Services

The Owners Corporation may provide the following services:

- (i) procuring the use of the facilities known as Club Rathdowne for the benefit of all Members;
- (ii) the operation of a security surveillance service;
- (iii) if required by the relevant authorities (or agreed to by the Owners Corporation with the relevant authorities), the maintenance, repair and improvement of specified landscaped areas or parks at the cost of the Owners Corporation;
- (iv) the repair and maintenance of such landscaping within the Plan of Subdivision as the Owners Corporation is responsible for or as agreed to by the Owners Corporation with relevant authorities or the Developer;
- (v) the repair, maintenance and improvement of any entrance feature constructed or to be constructed at any of the entrances to the Development; and
- (vi) any other service or facility provided by the Owners Corporation for the benefit of Members which is consistent with the stated objectives of these Rules;

(b) Cost

The provision of such services by the Owners Corporation will be paid for by all Members.

(c) Lease or Licence

Until the date of completion of the Development the Owner may cause the Owners Corporation to or the Owners Corporation itself may grant a lease or licence over the Common Property or part of it to an individual or corporation as it sees fit including without limitation a lease or licence enabling the

individual or corporation to become responsible for the community facilities at Rathdowne.

(d) Owners Corporation may Rectify

In the event that a Member fails to comply with the Builders' Site Refuse Guidelines or any notice served upon the Member by the Owners Corporation in accordance with these Rules, the Members agree that:

- (i) the Owners Corporation or its authorised agent is entitled to enter upon the Lot and clean up the Lot in accordance with the Builders Site Refuse Guidelines; and
- (ii) the Owners Corporation is entitled to recover the entire cost of the cleaning up of the Lot from the Member who owns the Lot on the basis that the cost is a Owners Corporation charge for which the Member solely benefits and is solely responsible for the payment of; and

7. NON-COMPLIANCE

(a) Recovery of Costs

If a Member has not complied with these Rules within 14 days generally, or within 7 days for breaches of Builders' Site Refuse Guidelines only, after service of a notice by the Owners Corporation specifying any non-compliance, the Member agrees that:

- (i) the Member must allow the Owners Corporation, its employees, contractors, or agents to enter the Lot and rectify the non-compliance;
- (ii) the Member must pay to the Owners Corporation any charges levied against the Member in respect of the costs incurred by the Owners Corporation relating to the non-compliance including without limitation administrative costs, legal costs and the costs of any works performed to rectify the non-compliance which (until paid) are and shall be a charge on the Lot;
- (iii) the Member must accept a certificate signed by the Secretary of the Owners Corporation or Owners Corporation Manager as prima facie proof of the costs and expenses incurred by the Owners Corporation relating to the Member's non-compliance with these Rules;
- (iv) the Member must pay interest at the rate of 2% below the rate prescribed under the *Penalty Interests Rates Act 1983* on outstanding fees and charges set under Regulation 202(1)(a) or (b) until they are paid;
- (v) any payments made for the purposes of these Rules shall be appropriated first in payment of any interest and any unpaid costs and expenses of the Owners Corporation and then be applied in repayment of the principal sum; and
- (vi) any costs incurred by the Owners Corporation relating to the non-compliance of the Member are costs incurred in the performance of a service to that Member.

(b) Enforcement

If a Member has not complied with these Rules within 14 days after service of a notice from the Owners Corporation pursuant to the preceding clause, or within 7 days for breaches of Builders Site Refuse Guidelines, the Owners Corporation may take action in a Court of competent jurisdiction to compel the Member to comply with these Rules.

(c) Recovery of Expenditure

Where the Owners Corporation expends money to make good the damage caused by a breach of the Act or of these rules by an Owner or Occupier of a Lot or the tenants, guests, servants, employees, agents or children, invitees or licensees of such Owner or Occupier or any of them, the Owners Corporation will be entitled to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the Owner of the Lot at the time when the breach occurred.

B. GST

(a) Definition

For the purposes of this rule:

- (i) GST means a goods and services tax, consumption tax, value added tax, retail turnover tax or a tax of a similar nature;
- (ii) Primary Payment means any payment or consideration given by a Member or Occupier to the Owners Corporation for any levy or other money or consideration payable or to be given by a Member or Occupier to the Owners Corporation in connection with any supply of any goods and services.

(b) Payment

If the Owners Corporation is liable by law for any GST on any Primary Payment, the Owner must pay to the Owners Corporation the amount of the GST in addition to the Primary Payment at the same time and in the same manner as the Owner is required to pay the Primary Payment in respect of which the GST relates.

9. DISPUTE RESOLUTION

- (a) The grievance procedure set out in this rule applies to disputes involving a Member, Owners Corporation Manager, or an Occupier or the Owners Corporation.
- (b) The party making the complaint must prepare a written statement in the approved form.
- (c) If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- (d) If there is no grievance committee, the Owners Corporation must be notified of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.
- (e) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.

- (f) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (g) If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the *Owners Corporations Act 2006*.

10. ADDITIONAL RULES

From 1 January 2025 the rules contained in Schedule 2 shall commence operation.

SCHEDULE 1

BUILDERS' SITE REFUSE GUIDELINES

1. All Members have an obligation to keep the entire Development tidy.
2. The litter refuse system used by a Member must adhere to good practice for the recycling of refuse materials and be coordinated with the refuse disposal arrangements adopted from time to time by the local municipal council.
3. Each Member during the construction phase of a Residence on a Lot must inform the builder of the contents of these Builders' Site Refuse Guidelines.
4. All building materials and fittings must be stored within the property boundaries of a Lot at all material times. No building materials are permitted to be stored on the nature strip of a Lot.
5. Builders must ensure that fencing is provided around the entire perimeter of the Lot from the commencement, and for the duration of, building works. The fence shall:
 - (a) be at a height of not less than 1.5m;
 - (b) be capable of preventing litter from being transported from a building site by wind; and
 - (c) have not more than one access opening fitted with gates, which is located to correspond with the vehicle crossing referable to the Lot.
6. Builders must provide a lockable 2 metre square bin on the Lot for the storage of all site refuse generated by the Lot and keep all of the site refuse within the bin.
7. A Member and its builder must comply with any litter notice issued by or on behalf of the Owners Corporation specifying breaches of the Builders' Site Refuse Guidelines and rectify the specified breaches. If a Member fails to do so the Member and the Member's builder will be exposed to prosecution by the local municipal council under the *Litter Control Act*.
8. A Member or its builder must as soon as is reasonably practicable repair all damage that has been caused by the Member or its builder or any other person engaged on behalf of the Member to any part of Rathdowne including but not limited to damage to landscaping, trees, nature strips, fencing, bollards, curbing, footpaths, roadways and all other improvements or infrastructure forming part of Rathdowne.

SCHEDULE 2

DESIGN ASSESSMENT PANEL

11. DEFINITIONS

In these additional Rules unless the context otherwise requires the following definitions apply:

Applicant means a Member who makes an Application;

Application means an application made for the Design Assessment Panel to Approve the development of a Lot;

Approve or **Approval** means an approval in writing given by the Design Assessment Panel in respect of an Application which may or may not contain conditions;

Refuse or **Refusal** means a refusal in writing given by the Design Assessment Panel in respect of an Application.

12. DESIGN ASSESSMENT PANEL

(a) Establishment

The Owner has established the Design Assessment Panel to administer the Design Guidelines.

(b) Owners Corporation Role

From the Date of Completion of the Development the Owners Corporation must ensure that:

(i) the Design Assessment Panel is constituted from time to time in accordance with this rule 12;

(ii) meetings of the Design Assessment Panel are convened as required in order for the Design Assessment Panel to fulfil its functions as set out in these rules.

(iii) act as secretary of the Design Assessment Panel in receiving, reviewing and distributing all correspondence addressed or directed to the Design Assessment Panel.

(iv) receive and account for all monies payable in relation to Approvals and the functions of the Design Assessment Panel.

(c) Membership of the Design Assessment Panel

The Design Assessment Panel is to have three members appointed from time to time by the Owners Corporation for a term stipulated by the Owners Corporation at the time the appointment or appointments are made.

(d) Termination of Appointment

(i) A person appointed to be a member of the Design Assessment Panel vacates office:

(A) upon receipt by the Owners Corporation of notice in writing from that member of the resignation of that member;

(B) if that member dies or becomes mentally ill; or

- (C) if the Owners Corporation determines that the appointment of that member is terminated.
- (ii) The Owners Corporation will determine that the appointment of a member is terminated if that member is without prior leave granted by the Design Assessment Panel absent from two consecutive meetings of the Design Assessment Panel of which due notice has been given to that member.

13. MEETINGS OF THE DESIGN ASSESSMENT PANEL

(a) Meeting

The Design Assessment Panel constituted in accordance with rule 12 is to meet at a time and in a way determined by the Design Assessment Panel and at whatever times are necessary to perform its duties, or as directed by the Owners Corporation.

(b) Quorum

Fifty (50) percent of Design Assessment Panel Members are to constitute a quorum.

(c) Chair

The Chairman will be appointed by the members of the Design Assessment Panel. If the Chairman of the Design Assessment Panel is absent from a meeting, the people who are present at the meeting are to elect from their number a person to chair the meeting.

(d) Voting

Every question to be decided by the Design Assessment Panel is to be decided by a majority on a show of hands by members present at the meeting. In the case of an equality of votes the Chairman of the meeting is to be entitled to a second or casting vote.

(e) Investigate

The Design Assessment Panel may from time to time, by resolution in writing, designate one or more of its members to investigate or perform any duties for and on behalf of the Design Assessment Panel and report the findings of that member to the Design Assessment Panel. Recommendations are to be made by the Design Assessment Panel. The vote of a majority of the members of the Design Assessment Panel is to constitute an act of the Design Assessment Panel.

14. POWERS AND FUNCTIONS OF THE DESIGN ASSESSMENT PANEL

(a) Application

- (i) The Design Assessment Panel is to assess all Applications for Approval having regard to the Design Guidelines.
- (ii) After assessing an Application, the Design Assessment Panel must either Approve, Refuse, or reserve its decision pending the provision of any further information that is requested in writing by the Design Assessment Panel to the Applicant.

- (iii) In the case of Approval, the Design Assessment Panel may impose conditions that require:
 - (A) changes to be made to the plans and specifications;
 - (B) the proposed development to be undertaken within the reasonable time frame specified in the condition;
 - (C) the Member to give to the Design Assessment Panel a written undertaking:
 - I not to cause unreasonable inconvenience to other residents; and
 - II to repair without delay any damage caused by the development; and
- (iv) the Member to deposit with the Owners Corporation a bond to be held by the Owners Corporation on account of any damage which may be caused in the course of the development. The Design Assessment Panel may in its absolute discretion determine the reasonable amount of the bond. If no damage is caused then the Owners Corporation will, on certification from the Design Assessment Panel of satisfactory completion of the development, release the bond to the Member. If damage is caused then the Owners Corporation and the Design Assessment Panel may, without prejudice to its rights against the Member, use the bond to repair the damage caused.

(b) Services of Consultants

The Design Assessment Panel may, at its discretion, retain the services of architects, engineers, landscape architects, town planners, urban designers, solicitors and other consultants to advise and assist it to perform its duties and functions.

15. WORKS CARRIED OUT BY THE MEMBER

(a) Development

- (i) No Member may develop a Lot without Approval.
- (ii) Development must be in accordance with the Approval.
- (iii) Once a Member has commenced development, it must not alter the development without Approval.

(b) Application for Approval

All applications and correspondence to the Design Assessment Panel must be directed to the Secretary of the Owners Corporation and be in the form required by the Design Guidelines.

(c) Consultant's Costs

- (i) The Design Assessment Panel may:
 - (A) determine that the Member is to pay the whole or part of the cost to the Design Assessment Panel of any consultant retained by the Design Assessment Panel to advise and assist

the Design Assessment Panel to consider the Application ("Consultant's Costs"); and

(B) require the Member to pay to the Owners Corporation a sum of money sufficient, in the estimation of the Design Assessment Panel to meet the liability of the Consultant's Costs.

(ii) The Design Assessment Panel is not obliged to consider the Application until payment by the Member to the Owners Corporation of all sums of money determined as payable under these rules.

(d) Fees

The Design Assessment Panel may from time to time determine a fee or fees to be paid by a person making an Application. The Design Assessment Panel may determine different fees for different Applications depending on their nature and complexity.

(e) Certification

(i) A Member must prior to occupation and after the final building occupancy permit is issued, apply to the Owners Corporation for a certificate that in the opinion of the Owners Corporation all development on the Member's Lot is complete in accordance with the Approval. The Owners Corporation is to refer such application to the Design Assessment Panel for assessment in the manner set out in rule (a) so far as it may apply to such an application.

(ii) A Member must not take occupation of a Lot after development until after the Owners Corporation has issued a certificate in accordance with rule (i). Failure to comply with this rule will entitle the Design Assessment Panel to require that the bond be forfeited to the Owners Corporation.

16. PROCEEDING WITH WORKS

(a) Carry Out Works

Upon receipt of Approval from the Design Assessment Panel the Member is, as soon as practicable, to satisfy all conditions of that Approval and diligently proceed with the development of a Lot in accordance with the requirements of all authorities having jurisdiction over the development. Commencement is to occur in all cases within six (6) months from the date of Approval and completion within twelve (12) months from the date of Approval.

(b) Failure to Comply

If the Member fails to comply with this rule, any Approval given is to be deemed revoked unless the Design Assessment Panel, upon written request by the Member made prior to the expiration of the six (6) month period, extends the time for commencement of the development of the Lot.

(c) Development of Lot to be Completed in Accordance with Application

The Member is to complete the development of the Lot in accordance with the construction schedule set out in the Approval and in any event is to complete the works within one (1) month after the finish date specified in the Approval

except and for so long as such completion is rendered impossible due to strikes, fires, national emergencies, natural calamities or other supervening forces beyond the control of the Member or would result in great hardship to the Member.

(d) Owners Corporation May Proceed

If the Owner fails to comply with this rule, the Owners Corporation is to proceed in accordance with the provisions of rule 17 as though the failure to complete the improvements were a noncompliance.

17. INSPECTION AND CORRECTION OF WORKS

(a) Inspection

Inspection of Lots after development and correction of defects is to proceed as follows:

- (i) upon the completion of any development on a Lot requiring Approval under these rules, the Member must as soon as possible give notice of completion to the Design Assessment Panel;
- (ii) within thirty (30) days of receipt of a notice of completion from the Member, the Design Assessment Panel must inspect the development and decide whether the development of the Lot is complete in accordance with the Approval.
- (iii) If the Design Assessment Panel decides that the works are not in accordance with the Approval it is to notify the Member in writing of that non compliance within that thirty (30) day period. The notice is to specify the particulars of non-compliance, and it is to require the Owner to remedy them.
- (iv) Notwithstanding the above the Design Assessment Panel may inspect the development on any Lot and decide whether the development of the Lot is in accordance with the Design Guidelines and if it decides that the works are not in accordance with the Design Guidelines issue a notice under rule (iii).

(b) Non-Compliance

The Member must remedy all non-compliance notified to it by the Design Assessment Panel within thirty (30) days of receipt of the notice referred to in rule (a) or such longer period as the Design Assessment Panel may specify in the notice.

(c) Remedy Non-Compliance

If the Member does not comply with the notice as provided in rule (b) the Design Assessment Panel may at the expense of the Member do whatever is necessary to remedy the non-compliance including the issuing of proceedings in the relevant jurisdiction seeking an order that the non-compliance be rectified or such other orders as may be deemed appropriate.

18. NON LIABILITY OF MEMBERS

(a) Owners Corporation Not Responsible

No approval of plans and specifications by the Design Assessment Panel is to be interpreted as representing or implying that those plans and specifications will, if followed, result in properly designed improvements. Such approvals and guidelines are not to be interpreted as representing or guaranteeing that any improvement carried out in accordance with them will be built in a good and workmanlike manner. Neither the Owners Corporation nor the Design Assessment Panel is to be responsible or liable for any defects in any plans and specifications submitted, revised, amended or approved or for any defects in construction undertaken according to such plans and specifications.

(b) Not Responsible for Loss

Neither the Design Assessment Panel nor any member of the Owners Corporation nor their duly authorised representative, is to be liable to any Member or any other person for any loss, damage, or injury arising out of or in any way connected with the performance of the Design Assessment Panel's duties under these rules, unless due to the wilful misconduct or bad faith of the Design Assessment Panel.

19. VARIANCE OF WORKS

The Owners Corporation may authorise in writing non-compliance with any of the provisions of these rules including (without limitation) restrictions upon height, size, colour, materials and location of works if circumstances such as topography, natural obstructions, aesthetic or environmental considerations dictate, except so far as prohibited by law. The granting of such an authority is not to operate to authorise non-compliance with these rules for any purpose except as to the particular Lot and the particular rule exempted by the authority, and only to the extent specified in the authority.

20. MONITORING COMPLIANCE

(a) Inspection

The Design Assessment Panel or its agent is periodically to survey all Lots for compliance with these rules and any Approval given.

(b) Notify Owners Corporation

The Design Assessment Panel is to inspect Lots undergoing development at completion and is to notify the Owners Corporation in writing of breaches, if any, and when satisfied that the conditions set out in the Approval have been met recommend to the Owners Corporation that it issue a certificate in accordance with rule 15(e).

(c) Reporting

A person who considers that there has been a breach of an Approval or these rules may report the alleged breach to the Design Assessment Panel in writing.

(d) Investigations

(i) The Design Assessment Panel is to appoint one of its members, or a Consultant appointed under rule 14(b), to investigate any alleged breach which comes to its attention.

(ii) If that member or Consultant forms the opinion that there has been no breach the complainant is to be informed in writing.

(iii) If that member or Consultant forms the opinion that there has been a breach, the Owners Corporation may take whatever steps or action it determines as appropriate in order that any breach of these rules is remedied.

(e) Confidentiality

The Design Assessment Panel and the Owners Corporation is to keep the name of the person responsible for the alleged breaches confidential until the breach or breaches have been established. In all cases the Owners Corporation and the Design Assessment Panel are to keep confidential the name of the complainant, except as required by law.

21. **OWNER'S EXEMPTION**

Notwithstanding any provision in these rules the Owner may construct buildings or other structures in such style shape and size as the Owner in its sole discretion deems suitable.

Property Clearance Certificate

Land Tax



INFOTRACK / G W SOLICITORS

Your Reference: 25-095

Certificate No: 85790925

Issue Date: 28 FEB 2025

Enquiries: ESYSPROD

Land Address: 78 MERRYVALE DRIVE WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Tax Payable
50373772	1615	819166	12515	969	\$1,770.00

Vendor: KRYSTAL PAVLI & DANNY CHARALAMBOUS

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
MR DANNY ACHILLEAS CHARALAMBO	2025	\$440,000	\$1,770.00	\$0.00	\$1,770.00

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$440,000
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SITE VALUE (SV):	\$440,000
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CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$1,770.00
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Notes to Certificate - Land Tax

Certificate No: 85790925

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,770.00

Taxable Value = \$440,000

Calculated as \$1,350 plus (\$440,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,400.00

Taxable Value = \$440,000

Calculated as \$440,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 85790925

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 85790925

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / G W SOLICITORS

Your Reference:	25-095
Certificate No:	85790925
Issue Date:	28 FEB 2025
Enquires:	ESYSPROD

Land Address:	78 MERRYVALE DRIVE WOLLERT VIC 3750				
Land Id	Lot	Plan	Volume	Folio	Tax Payable
50373772	1615	819166	12515	969	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
100	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$440,000
SITE VALUE:	\$440,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 85790925

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / G W SOLICITORS

Your Reference:	25-095
Certificate No:	85790925
Issue Date:	28 FEB 2025

Land Address: 78 MERRYVALE DRIVE WOLLERT VIC 3750

Lot	Plan	Volume	Folio
1615	819166	12515	969

Vendor: KRYSTAL PAVLI & DANNY CHARALAMBOUS

Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

INFORMATION ONLY

Notes to Certificate - Windfall Gains Tax

Certificate No: 85790925

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 85790921

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 85790921

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

DATED

2021



COMMUNITIES DESIGNED FOR LIVING

CRAIGIEBURN ROAD PROJECTS PTY LTD ACN 603 586 456

to

DANNY ACHILLEAS CHARALAMBOUS & KRISTAL YVONNE PAVLI

CONTRACT OF SALE OF REAL ESTATE

Property:

Lot 1615 Merryvale Drive, Rathdowne, Wollert

A dark blue rectangular sign with the word "RATHDOWNE" in large, white, outlined, uppercase letters, and the word "WOLLERT" in smaller, white, outlined, uppercase letters below it.

RATHDOWNE
WOLLERT

386 Hargreaves St Bendigo
03 5434 6666
157 Barker St Castlemaine
03 5472 1588

Visit Office (by appointment)
Level 1, 6 Riverside Quay
Southbank, Melbourne



Accredited Business Law
& Property Law Specialist

www.robertsonhyetts.com.au

ROBERTSON HYETTS

CONTRACT OF SALE OF REAL ESTATE - Stage 16

Property Address: Lot 1615 Merryvale Drive, Rathdowne, Wollert

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 AGREEMENT, YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

Purchasers should ensure that prior to signing this contract, they have received:

- a copy of the section 32 statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing:

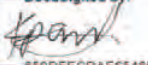
- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties

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

DocuSigned by:  Dated 21/9/2021
472DF4B5D5044E1

DocuSigned by:  Dated 21/9/2021
650DFECD4E6546D

Print name of person signing **Danny Achilleas Charalambous**

Print name of person signing **Krystal Yvonne Pavli**

State nature of authority (eg. director, attorney under power of attorney) **Individual**

State nature of authority (eg. director, attorney under power of attorney) **Individual**

Dated

Dated

Print name of person signing
State nature of authority (eg. director, attorney under power of attorney)

Print name of person signing
State nature of authority (eg. director, attorney under power of attorney)

SIGNED BY THE VENDOR

DocuSigned by:

3AB5A3E519AB44C
28/9/2021

Dated

Craigieburn Road Projects Pty Ltd ACN 603 586 456

Print name of

person signing: Janelle Maree Brown

State nature of authority
(eg. director, attorney

under power of attorney): Power of Attorney

The **DAY OF SALE** is the date by which the purchaser has signed this contract.

IMPORTANT NOTICE TO PURCHASERS

COOLING-OFF PERIOD

Section 31, 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 or within 3 clear business days **before or after** a publicly advertised auction; 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 have 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), 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.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Name: OLIVER HUME REAL ESTATE GROUP PTY LTD
 Address: Level 2, 4 Riverside Quay, Southbank Vic 3006
 Email: oliverhume@oliverhume.com.au
 Phone: (03) 9669-5999 Mob: _____ Fax: (03) 9669-5995 Ref: _____

VENDOR

Name: CRAIGIEBURN ROAD PROJECTS PTY LTD ACN 603 586 456
 Address: Level 1, 6 Riverside Quay, Southbank VIC 3006

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: ROBERTSON HYETTS
 Address: 386 Hargreaves Street, Bendigo 3550
 DX: DX 55009 Bendigo
 Email: janelle.brown@robertsonhyetts.com.au
 Phone: 03 5434 6666 Mob: _____ Fax: 03 5434 6667 Ref: JMB-564631-764

PURCHASER

Name: DANNY ACHILLEAS CHARALAMBOUS & KRISTAL YVONNE PAVLI
 Address: 3 Hayley Court Mill Park VIC 3082
 Email: danny.chara@hotmail.com

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name: ~~NORTHERN CONVEYANCING SERVICES~~ G. WOOD SOLICITORS
 Address: ~~Level 1, Suite 166 Church Street Whittlesea VIC 3757~~ 152 COMMUNITY HUB, HILLSIDE VIC 3037
 Email: ~~miki@northernconveyancing.com.au~~ greg@grwsolicitors.com.au
 Phone: ~~03 9716 4084~~ Mob: 0122 853 224 Fax: _____ Ref: Miki 23-007

LAND (general conditions 3 and 9)

The land is:
described below:

Certificate of Title Reference Part	being lot	on plan
Volume 12308	Folio 676	1615
		PS819166Y/S16

The land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is: Lot 1615 Merryvale Drive, Rathdowne, Wollert

GOODS SOLD WITH THE LAND (general condition 2.3(f)) (list or attach schedule)

Nil

PAYMENT (general condition 11)

Price \$ [REDACTED]
 Deposit \$ [REDACTED] by 24/09/2021 (of which [REDACTED] has been paid)
 Balance \$ [REDACTED] payable at settlement

DS
[Signature]

DS
[Signature]

GST (general condition 13)

The price includes GST (if any) unless the words **'plus GST'** appear in this box:

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the *GST Act* or of a 'going concern' then add the words **'farming business'** or **'going concern'** in this box:

If the margin scheme will be used to calculate GST then add the words **'margin scheme'** in this box:

SETTLEMENT (general condition 10)

is due 14 days after the vendor gives notice in writing to the purchaser of registration of the Plan.

LEASE (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words **'subject to lease'** appear in this box: in which case refer to general condition 1.1.

If **'subject to lease'** then particulars of lease are:

TERMS CONTRACT (general condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words **'terms contract'** in this box: and refer to general condition 23 and add any further provisions by way of special conditions.

LOAN (general condition 14)

The following details apply if this contract is subject to a loan being approved:

Lender: Not applicable
Loan Amount: \$ _____ Approval Date: _____

SPECIAL CONDITIONS

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

If the contract is subject to **'special conditions'** then particulars of the Special Conditions begin on the next page.

^{DS}


^{DS}


INFORMATION ONLY

SPECIAL CONDITIONS

1 Electronic Signature

- 1.1 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.2 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.
- 1.3 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.4 Each party consents to the exchange of counterparts of this contract or the exchange of the electronic contract by delivery by email, by providing a link to the electronic contract by email or by such other electronic means as may be agreed in writing.
- 1.5 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 this request does not affect the validity of this contract.

2 Electronic Conveyancing

- 2.1 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 special condition 1 has priority over any other provision to the extent of any inconsistency.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 1 ceases to apply from when such a notice is given.
- 2.3 Each party must:
 - 2.3.1 be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - 2.3.2 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
 - 2.3.3 conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
 - 2.6.1 the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - 2.6.2 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.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
 - 2.7.1 electronically on the next business day, or
 - 2.7.2 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 special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 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.
- 2.9 The vendor must before settlement:

- 2.9.1 deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- 2.9.2 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 Network Operator;
- 2.9.3 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 Network Operator of settlement.

- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

3 Digital Duties Form

- 3.1 To ensure that the digital duties form is completed and signed in time for settlement, the purchaser must:
 - 3.1.1 Populate the digital duties form with all the information which a purchaser must provide to the State Revenue Office (Transferee Information); and
 - 3.1.2 Accept and or sign the digital duties form,in each instance, within 5 business days of receiving advice that the statement of compliance has issued or receiving an online invitation to do so whichever is the later.
- 3.2 If the purchaser fails to comply with special condition 3.1 which results in settlement being delayed the purchaser is in default under the contract.
- 3.3 In addition to the vendors rights described elsewhere in this contract, if the purchaser breaches the purchasers obligations under special condition 3.1 which results in settlement being delayed:
 - 3.3.1 The vendor may extend the due date of settlement by the same number of days in which the purchaser delays populating, or accepting and/or signing the digital duties form; and
 - 3.3.2 The purchaser is taken to have defaulted in payment of the balance of the price and must, at settlement, pay interest pursuant to general condition 26 to the vendor from the due date for settlement until the settlement date.
- 3.4 The purchaser confirms and agrees that upon the digital duties form being populated with the Transferee Information and signed by the vendor the purchaser must not amend any of the Transferee Information without the written consent of the vendor.

4 Amendments to General Conditions

- 4.1 General conditions 5, 9, 15, 18, 20, 24.2 and 24.4 to 24.6 do not apply to this contract.
- 4.2 General Condition 6 is deleted and replaced with the following:
 - 6.1 If a party has given notice that settlement and lodgement can no longer be conducted electronically then the transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 business days before settlement.
 - 6.2 The vendor may delay settlement until 10 business days after the purchaser delivers the transfer of land document to the vendor. If settlement is delayed under this general condition the purchaser must pay the vendor:
 - 6.2.1 interest from the due date for settlement until the date on which settlement occurs or 10 business days after the vendor receives the transfer of land, whichever is the earlier; and
 - 6.2.2 any reasonable costs incurred by the vendor as a result of the delay, as though the purchaser was in default.
 - 6.3 The delivery of the transfer of land document is not acceptance of title.
 - 6.4 The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if

requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

4.3 General condition 11 is replaced with the following:

11. Payment

11.1 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.

11.2 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.

11.3 The purchaser must pay all money other than the deposit:

- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 Payments may be made or tendered:

- (a) up to \$1,000 in cash; or
- (b) by **bank** 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.

11.5 At settlement, the purchaser must pay the fees on up to **five** cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

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

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

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

11.9 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.

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

4.4 General condition 12.4 is added:

12.4 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.

4.5 General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)),
- the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

4.6 General condition 15A is added:

15A. Foreign Resident Capital Gains Withholding

- 15A.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.
- 15A.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.
- 15A.3 This general condition only applies 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.
- 15A.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.
- 15A.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.
- 15A.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 the contract to the contrary.
- 15A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.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.

- 15A.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.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.
- 4.7 General condition 17 is replaced with the following:
- 17. Service**
- 17.1 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.
- 17.2 A document being a cooling off notice under section 31 of the **Sale of Land Act 1962** or a notice under general condition 14.2 (ending the contract if the loan is not approved) 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.
- 17.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 17.4 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) facsimile transmission is taken to have been served on the date of transmission, unless proved otherwise;
 - (e) 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**.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.
- 4.8 General condition 21 is replaced with the following:
- 21. Notices**
- 21.1 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.
- 21.2 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.
- 21.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.
- 4.9 General condition 28.1 is amended by adding the words "on a solicitor-client basis" after the word "costs".
- 4.10 General condition 28.4(a) is deleted and replaced with the following:
- (a) then an amount equal to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether this amount has been paid or not; and

5 GST Withholding

5.1 Interpretation

In this clause 4.3:

- 5.1.1 GST Law has the meaning given to that expression in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- 5.1.2 Unless expressly stated otherwise or unless the contrary intention appears, words or expressions which are not defined, but which have a defined meaning in GST Law, have the same meaning as in the GST Law.
- 5.1.3 TA Act means the Taxation Administration Act 1953 (Cth).
- 5.1.4 GST Withholding Amount means the amount that the purchaser is required to withhold on account of GST from the consideration payable for the supply of the Land under this contract and pay to the Commissioner as notified by the vendor in the GST Withholding Notice and pursuant to Schedule 1 of the TA Act.
- 5.1.5 GST Withholding Notice means any notification required to be made by the vendor under section 14-255 of Schedule 1 to the TA Act which states whether or not the purchaser is required to make a payment of a GST Withholding Amount.
- 5.1.6 Potential Residential Land has the meaning given to that term in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

5.2 Potential Residential Land

If the supply under this contract is of Potential Residential Land, and the purchaser is:

- 5.2.1 Registered for GST: and
- 5.2.2 Acquiring the Potential Residential Land for a creditable purpose,

the purchaser must provide the vendor with a statement to that effect by no later than 15 days before settlement and if such a statement is provided the purchaser will not be required to make a payment of the GST Withholding Amount pursuant to clause 5.3.

5.3 GST Withholding

5.3.1 If the supply under this contract is a supply by way of sale or long-term lease of residential premises or Potential Residential Land, then the vendor must provide the purchaser with a GST Withholding Notice under this contract or otherwise in a form that complies with the law by no later than 10 days prior to settlement. However, no withholding is required if the supply under this contract is:

- A a supply of new residential premises that has been created through substantial renovations of a building;
- B a supply of commercial residential premises;
- C a supply of Potential Residential Land that is not included in a property subdivision plan or which contains a building in use for a commercial purpose; or
- D the purchaser has provided a statement to the vendor in accordance with clause 5.2.

5.3.2 If under Schedule 1 of the TA Act, a GST Withholding Amount is required to be paid in respect of the supply of the property under this contract:

- A the purchaser or its agent must complete and lodge any and all relevant forms or notifications required by the Commissioner or other relevant Authority and provide evidence of having done so to the vendor by no later than 5 days prior to settlement.
- B the purchaser or its agent must provide the vendor with all relevant identification or reference numbers issued by the Commissioner upon lodgement of the relevant forms or notifications by no later than 3 days prior to settlement; and
- C the purchaser must pay the GST Withholding Amount to the Commissioner from the balance of the purchase price payable to the vendor at settlement in accordance with this clause 5.3.

5.3.3 The vendor acknowledges and agrees that the vendor will not be entitled to delay settlement or refuse to complete if the purchaser has made payment of the GST Withholding Amount in compliance with this clause 5.3.

- 5.3.4 If clause 5.3.2 applies then, unless otherwise directed by the vendor, and subject to clause 5.3:
- A the purchaser must at settlement, provide the vendor with a bank cheque drawn in favour of the Commissioner of Taxation for the GST Withholding Amount;
 - B any bank cheque provided to the vendor by the purchaser pursuant to clause 5.3.4A must not be post-dated, stale or dishonoured on presentation; and
 - C the vendor undertakes to provide the bank cheque to the Commissioner together with the relevant identification number provided to it by the purchaser in accordance with clause 5.3.2B.
- 5.3.5 Clause 5.3.4 does not apply where settlement occurs electronically through Property Exchange Australia or other similar online conveyancing facility and the GST Withholding Amount is paid to the Commissioner through that facility.
- 5.3.6 If payment of the GST Withholding Amount does not occur in accordance with either clause 5.3.4 or clause 5.3.5 then the vendor may delay settlement until the day on which:
- A payment of the GST Withholding Amount to the Commissioner has occurred; or
 - B the vendor receives the entire purchase price.
- 5.3.7 The purchaser indemnifies the vendor, against all loss that may be incurred by the vendor arising from or in connection with a breach by the purchaser of clause 5.3 or any breach of the purchaser's obligations under Subdivision 14-E of Schedule 1 to the TA Act.
- 5.3.8 The parties agree to co-operate with each other and take all reasonable steps to comply with their respective obligations under Subdivision 14-E of Schedule 1 to the TA Act including, without limitation:
- A provision of any information reasonably requested by the other party for the purposes of determining whether a GST Withholding Amount will be payable or for completing any form or making any notification to the Commissioner; and
 - B making any necessary additions or amendments to this contract to address any requirement under the GST Law or TA Act.
- 5.3.9 If the purchaser has not received a GST Withholding Notice from the vendor within the timeframe stipulated in clause 5.3.1, and if the purchaser subsequently intends to withhold a GST Withholding Amount in respect of the supply of the property under this contract, then without limiting the purchaser's obligations under clause 5.3.2A and 5.3.2B, the purchaser must notify the vendor in writing of its intention to withhold a GST Withholding Amount and the reasons for this intention by no later than 5 days prior to settlement.

6 Deposit

- 6.1 Deposit monies payable under this contract will be:
- 6.1.1 Paid into an interest bearing trust account by the vendor's solicitor on trust for the purchaser until registration of the plan of subdivision; or
 - 6.1.2 Paid into the vendor's solicitor's or vendor's agent's trust account on trust for the purchaser until registration of the plan of subdivision.
- 6.2 The vendor and the purchaser agree that if the deposit is invested in an interest bearing account, any interest which accrues on the deposit money will be paid to the party entitled to the deposit on the date on which the deposit money is released to that party.
- 6.3 For the purposes of special condition 6.2, the expression "interest" shall be deemed to mean all interest which has accrued in respect of the interest bearing trust account referred to in special condition 6.1 less all duties payable in respect of such account.
- 6.4 Upon registration of the Plan the deposit monies will be held or invested by the vendor's solicitor or the vendor's agent upon the terms set out in this special condition as stakeholder for the parties and will be held or released pursuant to the provisions of the *Sale of Land Act* 1962 as amended.

7 Contract Conditional upon Registration of Plan

- 7.1 This contract is conditional upon plan of subdivision PS819166Y/S16 (the "Plan") being registered by the Registrar of Titles within thirty-six (36) months after the date of this contract.
- 7.2 The vendor at its own expense and with all reasonable expedition will use its best endeavours to procure registration of the Plan by the Registrar within the above period.

- 7.3 If the Plan is not registered within the above period, then:
- 7.3.1 The purchaser will have the right, prior to the Plan being registered, to rescind this contract by giving notice in writing to that effect to the vendor;
 - 7.3.2 The vendor will have the right, prior to the Plan being registered, to rescind this contract by giving notice in writing to that effect to the purchaser subject to the vendor satisfying the requirements of section 10B of the Sale of Land Act 1962.
 - 7.3.3 After the service of a notice under special condition 7.3.1, all monies paid under this contract by the purchaser will be refunded to the purchaser; and
 - 7.3.4 After the refund of all monies pursuant to special condition 7.3.1, neither party will have any action, right, claim or demand against the other under this contract or arising from or out of the rescission of this contract or the failure of the vendor to procure the registration of the Plan.
- 7.4 Statement under section 10F of the Sale of Land Act
- 7.4.1 The vendor is required to give notice of a proposed rescission of the contract under the Sunset Clause;
 - 7.4.2 The purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent;
 - 7.4.3 The vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract; and
 - 7.4.4 The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

8 Amendments to Plan

- 8.1 The vendor may make any minor amendments to the Plan:
- 8.1.1 As it may determine in its absolute discretion; or
 - 8.1.2 As may be required by the Registrar of Titles as a condition of registering the Plan; or
 - 8.1.3 As may be necessary to create easements for the reticulation of recycled and potable water, sewerage, drainage or data transmission cables.
- 8.2 Section 10(1) of the *Sale of Land Act 1962* does not apply in respect of the final location of an easement shown on a certified plan.
- 8.3 The purchaser will:
- 8.3.1 Accept the Land on the Plan as ultimately registered notwithstanding that there may be minor variations or discrepancies between the Lot sold under this contract and the Lot on the registered Plan; and
 - 8.3.2 Make no objection, requisition or claim any compensation in respect of any minor variation or discrepancy between the dimensions and position of the Lot sold under this contract on the Plan and the Lot on the registered Plan, any alleged misdescription of the Land or any renumbering of stages of Lots on the Plan.
- 8.4 Special condition 8.3 is subject to the vendor notifying the purchaser in writing as soon as practicable of any proposed amendment to the Plan requested by the Registrar of Titles or by the vendor.
- 8.5 Where a purchaser claims that any proposed amendment to the Plan materially affects the Land and purports to rescind this contract, the vendor may, within fourteen (14) days of receiving such notice of rescission from the purchaser (which will be served on the vendor by the purchaser no later than fourteen (14) days after the date upon which the vendor has advised the purchaser of an amendment to the Plan) dispute that any proposed amendment materially affects the Land and refer the dispute to an arbitrator for determination in accordance with the provisions of section 14B of the *Sale of Land Act*.

9 Parties to do all things necessary to obtain Registration of the Plan

The parties must sign all documents, applications, consents, instruments and writings and do all acts, matters and things which may be necessary or desirable to obtain registration of the Plan and give full effect to anything referred to in these special conditions.

10 Design Guidelines

- 10.1 In assessing plans submitted by the purchaser pursuant to the restrictions contained within the Plan

the vendor or its delegated Design Assessment Panel may have regard to the Rathdowne Design Guidelines.

- 10.2 The purchaser acknowledges having read the Rathdowne Design Guidelines attached to the section 32 statement and admits that the Land is sold subject to the provisions of the Rathdowne Design Guidelines.
 - 10.3 The purchaser must not do anything which contravenes the Rathdowne Design Guidelines (as amended from time to time) without having first obtained the prior written consent of the vendor or its delegated Design Assessment Panel.
 - 10.4 The purchaser acknowledges that the vendor is authorised to amend the Rathdowne Design Guidelines both before and after the Settlement Date provided that the amendments are consistent with the overall objectives of the Development (as defined in special condition 11.1). A copy of the current version of the design guidelines can be found at rathdowne.villawoodproperties.com.au/purchaser-info.
 - 10.5 The purchaser irrevocably consents to the vendor exercising the rights contained in special condition 10.4 and acknowledges that the purchaser may not make any requisition, objection, delay settlement or claim compensation because the vendor exercises any of those rights.
 - 10.6 The purchaser hereby authorises the vendor or its agent to enter upon and have access over the Land at any time for the purpose of rectifying any breach of this special condition and the purchaser shall pay the vendor's reasonable costs in doing so. Entry upon the Land in accordance with this special condition shall not constitute trespass and the purchaser shall not make any claim against the vendor arising from such entry or access.
- 11 Disclosure of Works**
- 11.1 The vendor may undertake works affecting the natural surface level of the land in the Lot or any land abutting the Lot in the same subdivision as the Lot by cutting, excavating, grading, levelling, placing fill or placing soil on the land, removing soil from the land or by carrying out any other works on the land; and
 - 11.2 Works that have been carried out on the land after the certification of the Plan and before the date of this contract or are at the date of this contract being carried out or proposed to be carried out are set out in the Engineering plan or fill plan provided to the purchaser in the Vendor statement. If no Engineering plan or fill plan is in the Vendor statement the vendor will provide to the purchaser an Engineering plan or fill plan as soon as practicable after the Engineering plan or fill plan becomes available. The purchaser consents to a copy of the Engineering plan or fill plan and any amendments or variations to the Engineering plan or fill plan being provided to the purchaser via the website <https://villawoodproperties.com.au/community/rathdowne/purchaser-information/building-information/>.
- 12 Rathdowne Development**
- 12.1 The purchaser acknowledges that the Land forms part of the overall development of the land known as Rathdowne which the vendor expects to comprise the land in certificates of title volume 09254 folio 933, volume 11185 folio 407, volume 09254 folio 932 and volume 11185 folio 406 (the **Development**). The Development is being developed by the vendor together with Craigieburn Road Wollert Holdings Pty Ltd ACN 616 544 962 and Villawood Wollert No. 7 Pty Ltd ACN 604 687 881 (together with each of their successors and permitted assigns, the **Developers**).
 - 12.2 The purchaser covenants that it will not directly or indirectly:
 - 12.2.1 Hinder, delay or prevent the Development and its construction by the Developers;
 - 12.2.2 Hinder, delay or prevent the marketing activities of the Developers;
 - 12.2.3 Hinder or object to any application for any approval made by or on behalf of the Developers in relation to the Development; or
 - 12.2.4 Do anything which, in the Developers' opinion may curtail, inhibit or interfere or which may affect the Development or the Plan generally.
 - 12.3 The purchaser indemnifies and will keep indemnified the vendor against all claims, loss, damage and costs for which the vendor may suffer in respect of any breach of special condition 12.1.
 - 12.4 The purchaser:
 - 12.4.1 Authorises the vendor to negotiate the terms of and enter into the Section 173 Agreement and any other agreement as may be required to be entered into with a relevant authority pursuant to any planning permit issued for the Development without reference to the purchaser;

- 12.4.2 Authorises the vendor to amend the Section 173 Agreement and any other agreement entered into with a relevant authority;
 - 12.4.3 Must not make any requisition or object, delay settlement or claim any compensation in relation to any act, matter or thing contained in or required by the Section 173 Agreement;
 - 12.4.4 If required by the vendor, must do, and must procure its solicitors and mortgagee to do, all acts, matters and things, including executing all consents, orders and applications, necessary in order to have the Section 173 Agreement registered by the Land Registry;
 - 12.4.5 Acknowledges that the section 173 Agreement will not constitute a defect in the vendor's title; and
 - 12.4.6 Acknowledges that any condition of the Section 173 Agreement which is not capable of being satisfied prior to registration of the Plan and which continues after the Settlement Date will become the responsibility of the purchaser so far as that condition relates to or affects the Land and the purchaser will indemnify and keep indemnified the vendor against any loss, or claim or liability arising from any breach of or non – compliance with any such condition by the purchaser on and after Settlement Date.
- 12.5 The purchaser acknowledges that the vendor may install infrastructure including data transmission cables for the supply of telecommunications services which require an agreement to be entered into by the purchaser with a private supplier for the use of the data transmission cable.
- 12.6 The purchaser agrees and acknowledges that it will not hinder, object, obstruct or make any claim against the vendor in relation to the exercise by the vendor of any of the rights contained in this special condition 12.
- 12.7 The purchaser must:
- 12.7.1 commence construction of the dwelling house within twelve months of the Settlement Date;
 - 12.7.2 complete construction of the dwelling house within twelve months of the commencement of the construction which shall be deemed to be the date of the issue of the Building Permit;
 - 12.7.3 not leave the building works incomplete for more than three months without work being carried out;
 - 12.7.4 complete the construction of a driveway within three months of the issuing of an Occupancy Permit on the Land;
 - 12.7.5 submit landscape plans which provide for a high standard of presentation and are in conformity with the Rathdowne Design Guidelines to the vendor or its delegated Design Assessment Panel for approval before the commencement of any landscaping works;
 - 12.7.6 complete landscaping to the front of any dwelling house and the nature strip in accordance with the approved landscape plans within three months of the issuing of an Occupancy Permit on the Land.
- 12.8 The purchaser must not allow any rubbish including site excavations and building materials to accumulate on the Land (unless neatly stored in a suitable sized industrial bin or skip) or allow excessive growth of grass or weeds upon the Land. The vendor or its agent may enter upon and have access over the Land at any time for the purpose of removal of any rubbish, grass or weeds that accumulate in breach of this special condition and the purchaser shall pay the vendor's reasonable costs in doing so.
- 12.9 The purchaser must not erect or cause to be erected or allow to be erected or allow to remain or display cause to be displayed or allow to be displayed any sign, hoarding or advertising or any description whatsoever on the Land unless authorised by this contract, the Rathdowne Design Guidelines or the vendor or its delegated Design Assessment Panel. The vendor or its agent may enter upon and have access over the Land at any time for the purpose of removal of any sign, hoarding or advertising erected or displayed in breach of this special condition and the purchaser shall pay the vendor's reasonable costs in doing so.

13 Club Rathdowne

- 13.1 For the purposes of this special condition 13 and special condition 14:
- 13.1.1 **Club Rathdowne Limited** means Club Rathdowne Limited ACN 632 420 798;
 - 13.1.2 **Constitution** means the constitution of Club Rathdowne Limited, a copy of which is included as Annexure A to this Contract;
 - 13.1.3 **Facilities** means facilities to be constructed by or on behalf of the vendor on part of the Development for use by members of Club Rathdowne Limited and others, including a

recreational clubhouse incorporating a gymnasium, resort style play pool, outdoor lap pools, and function room, family lounge, outdoor garden and play area;

- 13.1.4 **Landlord** means the landlord under the lease;
 - 13.1.5 **Lease** means a lease to be entered into between the vendor, Villawood Wollert No. 7 Pty Ltd and Club Rathdowne Limited in respect of the Facilities, a draft of which is included in the section 32 statement annexed to this contract; and
 - 13.1.6 **Owners Corporation** means Owners Corporation No. 1 PS819166Y.
- 13.2 The purchaser acknowledges and agrees that:
- 13.2.1 subject to special conditions 13.5.3 and 13.5.4, the vendor will arrange for the construction of the Facilities;
 - 13.2.2 subject to obtaining all necessary permits and approvals and to events beyond the control of the vendor, the vendor currently anticipates that construction of the Facilities will commence following settlement of the sale of half of all residential lots anticipated to be created in the Development;
 - 13.2.3 construction of the Facilities will not be completed before the Settlement Date; and
 - 13.2.4 the land on which the Facilities are constructed will:
 - A be the subject of the Lease, subject to any rights of surrender of the landlord under the Lease; and
 - B with the exception of any part of the Facilities on the land surrendered under the Lease, become common property of the Owners Corporation on registration of a stage or stages of the plan of subdivision upon which the land is located.
- 13.3 In accordance with the terms of the Lease, the Landlord will secure for the purchaser the right (but not the obligation) to become a member of Club Rathdowne Limited and to use those parts of the Facilities which are the subject of the Lease from time to time, subject to:
- 13.3.1 payment of annual fees referred to in the Lease, which:
 - A will form part of the Owners Corporation fees payable by the purchaser regardless of whether or not the purchaser becomes a member of Club Rathdowne Limited and used the Facilities; and
 - B the vendor expects will initially be approximately \$900 plus GST per annum for the Land; and
 - 13.3.2 the terms of the Constitution.
- 13.4 The purchaser acknowledges and agrees that:
- 13.4.1 the vendor intends to grant, and/or procure the grant of, the Lease to Club Rathdowne Limited in consideration for Club Rathdowne Limited agreeing to:
 - A maintain, or procure maintenance of the Facilities on common property to be created; and
 - B make membership of Club Rathdowne Limited available to owners and residents of lots on the Development to enable them to use the Facilities;
 - 13.4.2 Owners Corporation No. 1 PS803931Y has entered into the Residents' Club Agreement attached as Annexure B to this contract with Club Rathdowne Limited in order to make the Facilities available to owners and residents of lots affected by Owners Corporation No. 1 PS803931Y.
- 13.5 The purchaser further acknowledges and agrees that:
- 13.5.1 the Constitution may be amended from time to time provided that the amendments are consistent with the overall objectives of the Constitution;
 - 13.5.2 the Lease may be amended by or at the request of the vendor (acting reasonably) from time to time provided that the amendments are consistent with the overall objectives of the Lease;
 - 13.5.3 the Developer may, but is not obliged, to:
 - A provide and/or install fixtures, fittings and equipment necessary for the operation and management of the Facilities, including but not limited to gymnasium equipment and furniture;

- B incorporate energy efficiency measures into the design and construction of the Facilities;
 - 13.5.4 if a Developer provides any items referred to in special condition 13.5.3, it may be on the basis that the cost of such items are treated as a loan to Club Rathdowne Limited which is repayable to the vendor;
 - 13.5.5 the vendor anticipates that the fee referred to in special condition 13.3.1B will be inclusive of any purchaser contribution required towards repayment of any loan made by a Developer in accordance with special condition 13.5.4; and
 - 13.5.6 the Developer or Club Rathdowne Limited may enter into negotiations with one or more parties with a view to one or more of those parties taking over management of the Facilities.
- 13.6 The purchaser irrevocably consents to a Developer and/or the Owners Corporation exercising the rights contained in this special condition 13 and acknowledges that the purchaser may not make any requisition, objection, delay settlement or claim compensation because the vendor exercises any of those rights.

14 Owners Corporation

- 14.1 The purchaser acknowledges that it will (and/or any substitute or additional purchaser nominated by the purchaser) become a member of the Owners Corporation by becoming the registered proprietor of any lot on the Plan.
- 14.2 The purchaser admits that the Land is sold subject to the provisions of the *Subdivision Act 1988* and the *Owners Corporation Act 2006*, and in particular, subject to:
 - 14.2.1 The Owners Corporation Rules and the Rathdowne Design Guidelines;
 - 14.2.2 The lot entitlement and lot liability and all other information set out in the Plan; and
 - 14.2.3 The provisions of the *Owners Corporation Regulations 2007* as amended from time to time (Regulations).
- 14.3 The purchaser acknowledges that the vendor and/or the Owners Corporation:
 - 14.3.1 Has the power to amend the Owners Corporation Rules and the Rathdowne Design Guidelines both before and after the Settlement Date provided that the amendments are consistent with the overall objectives of the Owners Corporation Rules;
 - 14.3.2 May alter the Plan in accordance with the *Subdivision Act 1988*;
 - 14.3.3 May alter the Development to increase the land affected by the Owners Corporation and/or to increase or reduce the number of lots affected by the Owners Corporation and pass any unanimous resolution of the Owners Corporation at a time when the vendor is the sole member of the Owners Corporation to do one or more of these things and to sign all documents, applications, consents, instruments and writings and do all acts, matters and things that may be necessary or desirable to obtain registration of the a plan under section 32 of the *Subdivision Act 1988* and give full effect to anything referred to in this special condition;
 - 14.3.4 May determine the Owners Corporation fees or levies payable by the members of the Owners Corporation;
 - 14.3.5 May enter into agreements for the supply of electricity, water, telecommunications and other services to the Development;
 - 14.3.6 May appoint a licensed owners corporation manager to manage and administer the common property;
 - 14.3.7 May pass a special resolution in accordance with section 12 of the *Owners Corporation Act 2006* at its inaugural meeting to provide services to lot owners or occupiers and to enter into agreements for the provision of those services;
 - 14.3.8 May enter into any other contract, agreement or licence referred to in or authorised by, this contract or the Owners Corporation Rules, or which in the opinion of vendor, is desirable for the operation, management and administration of the Owners Corporation on terms and conditions acceptable to the vendor.
- 14.4 The purchaser covenants that it will not directly or indirectly hinder, delay or prevent the construction of the Facilities.
- 14.5 The purchaser irrevocably consents to the vendor and/or the Owners Corporation exercising the rights contained in special condition 14.3 and acknowledges that the purchaser may not make any

requisition, objection, delay settlement or claim compensation because the vendor exercises any of those rights.

14.6 The Purchaser acknowledges and agrees that:

14.6.1 the Owners Corporation will become the Landlord under the Lease when that part of the land the subject of the Lease becomes common property on a later stage or stages of the Plan; and

14.6.2 as subsequent stages of the Plan are registered in accordance with the master plan included in the section 32 statement annexed to this contract, membership of the Owners Corporation will increase and the Purchaser's lot entitlement and liability as a proportion of the total lot entitlement and liability of all members of the Owners Corporation will decrease.

15 Adjustments

15.1 All rates, taxes, assessments, land tax, levies or other outgoings (**Outgoings**) payable by the vendor must be apportioned between the parties on the Day of Sale and any adjustment paid and received as appropriate.

15.2 The Outgoings must be apportioned on the following basis:

15.2.1 State land tax certified or assessed for the land (whether or not the same is computed on a proportional basis or on the basis that the land sold is the only land the vendor is the owner within the meaning of the Land Tax Act 2005) shall be paid by the vendor but shall be borne by the purchaser as from the Day of Sale; and

15.2.2 The reference to the Land sold as being the only land of which the vendor is the owner within the meaning of the Land Tax Act 2005 is a reference to all of the land described in certificates of title volume 09254 folio 932, volume 09254 folio 933, volume 12086 folio 325 and volume 11185 folio 407; and

15.2.3 If the Land is not separately assessed in respect of any Outgoings then, for the purpose of apportionment, the Outgoings will be apportioned between the vendor and the purchaser in the same proportion that the area of the Land shown on the Plan bears to the total area of the lots on the Plan in respect of which the Outgoings are assessed; and

15.2.4 Any personal or statutory benefit available to any party shall be disregarded;

15.2.5 Any community infrastructure levy assessed against the Land shall be paid by the purchaser in full. If payment of this levy falls due before settlement the purchaser shall reimburse the vendor for the amount paid by the vendor at settlement; and

15.2.6 Notwithstanding special condition 15.2.1 the vendor will pay all Outgoings when they are due to be paid and the purchaser cannot require them to be paid on an earlier date.

15.3 The purchaser must solely bear and pay all:

15.3.1 Supplementary rates and taxes;

15.3.2 Infrastructure levies; and

15.3.3 Service connection fees or levies;

assessed or levied in respect of the property on or after the registration of the plan by the Registrar of Titles.

15.4 Notwithstanding special condition 15.2.6, the Outgoings will be adjusted as if they had been paid by the vendor as at the Day of Sale.

16 Order to Register

The purchaser shall accept at settlement an order to the Registrar of Titles directing the Registrar of Titles to deliver the certificate of title to the Land to the purchaser or as the purchaser may direct when the certificate of title issues from the Land Titles Office.

17 Planning Restrictions

The purchaser buys subject to the *Planning and Environment Act 1987* and to all relevant planning controls and restrictions on the use and/or development of the Land imposed by the Planning Scheme for the municipality in which the Land is situated including the Section 173 Agreement (if any) and Planning Permit issued in respect of the Land.

18 Purchaser acknowledges Restrictions

18.1 The purchaser acknowledges that the Plan contains restrictions which among other things:

- 18.1.1 Requires any building to be built in accordance with the restrictions contained in the Memorandum of Common Provisions;
- 18.1.2 Requires that only one private dwelling house be erected on the Land;
- 18.1.3 Requires the written approval of the Design Assessment Panel for any dwelling house constructed on the Land and that it must be constructed in accordance with the Design Guidelines a copy of which are included in the section 32 statement annexed hereto and can also be obtained from the website specified in the restriction being <https://villawoodproperties.com.au/community/rathdowne/purchaser-information/building-information/>.
- 18.1.4 Places certain restrictions on the:
 - A the siting of the garage;
 - B fences to be erected on the Land; and
 - C requirements for any dwelling on lots less than 300m².

19 Memorandum of Common Provisions

- 19.1 The purchaser authorises the vendor to prepare a memorandum of common provisions (Memorandum of Common Provisions) if required to be prepared pursuant to any planning permit that may be issued to be incorporated into a restriction on the Plan. The purchaser further acknowledges:
 - 19.1.1 that:
 - A without limiting any other provision of this contract, the vendor may amend the Memorandum of Common Provisions to comply with any requirements or recommendations of any relevant authority;
 - B The memorandum of common provisions applicable to the other stages within the Development may not be in the form of the Memorandum of Common Provisions; and
 - 19.1.2 that the vendor does not warrant that a memorandum of common provisions in the form of the Memorandum of Common Provisions will be included in any contract for the sale of any other lots in the Development or any other land owned by the vendor.
- 19.2 The purchaser acknowledges that the vendor may change the Memorandum of Common Provisions.
- 19.3 The purchaser covenants and agrees with the vendor that it will observe and comply with the terms of the Memorandum of Common Provisions.
- 19.4 The vendor will not be liable to the purchaser in respect of any buildings to be constructed on other lots in the Development or the stage or any failure by the vendor to enforce any terms of the Memorandum of Common Provisions.

20 Caveat / Priority Notice

- 20.1 The purchaser will not take any action so as to prevent or delay the registration of the Plan and in particular, will not lodge at the Land Registry a caveat and / or priority notice in respect of the Property until after the Plan has been registered.
- 20.2 The purchaser hereby irrevocably appoints the vendor or any director of the vendor as its attorney for the purpose of signing and lodging a withdrawal of caveat and / or priority notice in respect of any caveat or priority notice lodged by or on behalf of the purchaser in breach of this special condition.

21 Fencing Notice

- 21.1 The parties agree that the purchase price has been reduced by an amount calculated by the vendor to cover the vendor's estimated costs in respect of the contribution as adjoining proprietor to the cost of fencing the Land and the purchaser acknowledges that fact and must not make a claim on the vendor in respect of the cost of fencing the Land and any adjoining Land owned by the vendor.
- 21.2 In the event that the purchaser sells or transfers the Land to another person before the boundaries of the Land have been fenced then the purchaser covenants with the vendor that the purchaser will, as a condition of such sale or transfer, require the purchaser or transferee to be bound by the requirements of this special condition in favour of the vendor.

22 Whole Agreement

- 22.1 The covenants, provisions, terms and agreements contained in this contract expressly or by statutory implication cover and comprise the whole of the agreement between the parties.
- 22.2 No further or other covenants agreements provisions or terms shall be deemed to be implied in this contract or to arise between the parties by way of collateral or other agreement by reason of any promise, representation, warranty or undertaking given or made by either party to the other on or before the execution of this contract.

23 Guarantee

If the purchaser is a Company other than a Public Company and/or if the purchaser nominates a substitute purchaser which is a Company other than a Public Company the purchaser agrees that it will procure the Guarantee of two of its Directors or of two Directors of the substitute purchaser (as appropriate) in the form annexed as Annexure D to this contract to the performance of the obligations incurred by the purchaser pursuant to this contract of Sale within seven (7) days of the date of this contract or of its nomination of the substitute purchaser (as appropriate).

24 Trust

If the purchaser is buying the property as trustee of a trust (Trust) then:

- 24.1 The purchaser must not do anything to prejudice any right of indemnity the purchaser may have under the Trust;
- 24.2 The purchaser warrants that the purchaser has power under the Trust to enter into this contract;
- 24.3 If the trustee of the Trust is an individual, that signatory is personally liable under this contract for the due performance of the purchaser's obligations as if the signatory were the purchaser in case of default by the purchaser;
- 24.4 The purchaser warrants that the purchaser has a right of indemnity under the Trust; and
- 24.5 The purchaser must not allow a variation of the Trust or the advance or distribution of capital of the Trust or resettlement of any property belonging to the Trust.

25 Execution of necessary documents

Each party to this contract will execute and deliver all such documents, instruments and writings and will do or procure to be done all acts and things necessary, desirable or reasonable to give effect to this contract.

26 Foreign Investment Review Board

- 26.1 The purchaser warrants to the vendor that this contract either:
- 26.1.1 Is not examinable by the Foreign Investment Review Board (**FIRB**) under the *Foreign Acquisitions and Takeovers Act 1975 (FIRB Act)*; or
- 26.1.2 Where this contract does fall within the FIRB Act and requires FIRB approval, the purchaser has obtained unconditional FIRB approval.
- 26.2 The purchaser will indemnify and keep indemnified the vendor against any loss, damage or liability the vendor may suffer or incur as a result of a breach of the warranty in this special condition.

27 Non-merger

Any provision of this contract which is capable of taking effect after completion of this contract will not merge on settlement of the Land but will continue with full force and effect.

28 Indemnity

Subject to any provision to the contrary in this contract the purchaser will indemnify and keep indemnified the vendor against all claims, demands, proceedings, judgements, damages, costs and losses of any nature whatsoever which the vendor may suffer, sustain or incur in connection with or relating to any liability, claim, action, demand, suit or proceedings howsoever arising made or incurred on or subsequent to the Settlement Date or from events or occurrences happening or arising on or subsequent to the settlement date out of or in respect of the Property or any act, matter or thing occurring thereon.

29 Personal Information

- 29.1 "Personal Information" means information or an opinion (including that forming part of a database), whether recorded in a material form or not, about any natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
- 29.2 The purchaser hereby consents to the following uses and disclosures by the vendor, its estate agent and its representative in respect of Personal Information relating to the purchaser namely:
- 29.2.1 the use of Personal Information for the purpose of complying with the vendor's obligations under this contract and to enforce the vendor's rights under this contract;
- 29.2.2 the disclosure of Personal Information to fencing contractors and owners of adjoining property for the purpose of assisting them in complying with their obligations and enforcing their rights in relation to the fencing of the Land;
- 29.2.3 the disclosure of Personal Information to surveyors, engineers and other parties who are engaged by the vendor to carry out works which may affect the Land.

30 Interpretation

Wherever appearing in this contract words importing persons will include corporations, words importing the singular or plural numbers will include plural and singular number respectively, words importing the masculine gender will include all genders as the case may require and references to statutes will include any statutes amending consolidating or replacing the same and any headings are for ease of reference only and shall not affect the construction of this contract.

31 Assignment

- 31.1 The purchaser acknowledges and agrees that the vendor may, at any time prior to the Settlement Date, assign its rights and obligations under this contract to a third party (Assignee).
- 31.2 The purchaser consents to any assignment by the vendor and agrees that:
- 31.2.1 Upon request by the vendor, it will promptly sign and return to the vendor any document in relation to the assignment; and
- 31.2.2 It will perform all of the purchaser's obligations under the contract in favour of and for the benefit of any Assignee as if the Assignee were the vendor named in this contract.

32 Loan approval

In the event that the purchaser seeks to end the contract pursuant to general condition 14 then the purchaser shall be deemed not to have satisfied the requirements of the general condition until the purchaser has provided to the vendor *inter alia* an original letter from the lender which is addressed to the vendor or the vendor's solicitors which verifies that the purchaser has complied fully with the requirements of paragraphs (a) and (b) of the general condition and the purchaser or the purchaser's lender provide to the vendor such other evidence of compliance which the vendor may reasonably require.

33 Crossover / service connection / engineering

- 33.1 The purchaser acknowledges that the vendor will provide to the Land a crossover and service connection points in the form and position identified in the engineering plans provided by the vendor to the purchaser from time to time. If the purchaser wishes to change the location of the council approved driveway crossover, the purchaser must obtain the vendor's consent and the purchaser shall be solely responsible for all costs associated with such a change including engineering or other plans, service connections and altering any trunk services.
- 33.2 The vendor may make amendments to the engineering plan including the position of the crossover and service connection points:
- 33.2.1 As it may determine in its absolute discretion; or
- 33.2.2 As may be required by the relevant authorities.
- 33.3 The purchaser will make no objection, requisition or claim any compensation in respect of any amendment to the engineering plan.

34 Telecommunications services

34.1 The purchaser acknowledges that:


- 34.1.1 the vendor is not responsible for the connection of telecommunications services to the land beyond the installation of optical fibre conduits to the title boundary;
- 34.1.2 the vendor has no control over the timing of the connection of telecommunications services to the land which is solely the responsibility of the wholesale broadband provider engaged to connect such services;
- 34.1.3 if the wholesale broadband provider has not connected telecommunication services to the land when such services are required Telstra or such other provider as may be declared by the relevant authority is required to do so in accordance with the Universal Service Obligation;
- 34.1.4 the vendor has no control over the type of telecommunication service provided in accordance with the Universal Service Obligation.

34.2 The purchaser will make no objection or claim any compensation against the vendor in respect of the timing or type of telecommunication service provided to the land.

35 Resales / nominations

- 35.1 The purchaser must not until after the Settlement Date sell, transfer, assign, nominate a substitute or additional purchaser, mortgage or otherwise encumber the Land without the vendor's consent, which may be withheld in the vendor's absolute discretion or granted subject to conditions.
- 35.2 The vendor may in the exercise of the discretion set out in special condition 35.1 consent to the purchaser nominating a member of the purchaser's immediate family (which is limited to a spouse, parent, domestic partner or child) as a substitute or additional purchaser on condition that the purchaser and the substitute or additional purchaser or transferee enter into a deed (prepared by the vendor's solicitors at the purchaser's cost in the form approved by the vendor) with the vendor under which the subsequent purchaser, disposee or transferee agrees to comply with the purchaser's obligations under this contract.
- 35.3 If the purchaser sells, transfers or otherwise disposes of the Land after the Settlement Date and before the dwelling on the Land is completed in accordance with special condition 12.7, the purchaser must enter into, and must procure the proposed purchaser, disposee or transferee to enter into a deed (prepared by the vendor's solicitors at the purchaser's cost in the form or to the effect of the deed provided in Annexure C) with the vendor under which the subsequent purchaser, disposee or transferee agrees to comply with the purchaser's obligations under this contract.
- 35.4 The purchaser acknowledges and understands that any common law right of the purchaser to nominate an additional or substitute purchaser is excluded from this contract to the extent that it is not permitted pursuant to this special condition.
- 35.5 If the purchaser advertises or markets the property for sale before the Settlement Date without first having obtained the vendor's consent in accordance with this special condition the vendor will have the right to rescind this contract by giving notice in writing to that effect to the purchaser. After service of a notice under this special condition all monies paid under the contract by the purchaser EXCEPT for the reasonable costs incurred by the vendor in relation to the contract will be refunded to the purchaser and neither party will have any action, right, claim or demand against the other under this contract or arising from or out of the rescission of this contract.

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FORM 2**Estate Agents Act 1980**

Regulation 5(a)

CONTRACT OF SALE OF REAL ESTATE – GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the former *Estate Agents (Contracts) Regulations 2008*
(October 2014)

TITLE**1. Encumbrances**

- 1.1 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 in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former **Estate Agents (Contracts) Regulations 2008** for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 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.
- 2.4 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 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.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.6 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**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

- 3.1 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.
- 3.2 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.

4. Services

- 4.1 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.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

The vendor must obtain any necessary consent or licence required for the sale. 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.

6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. Release of security interest

- 7.1 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.
- 7.2 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 7.4, 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.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must:
- only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives:
- a release from the secured party releasing the property from the security interest; or
 - 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
 - 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.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property:
- that:
 - the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - 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
 - that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 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 7.5 if:
- the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(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.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 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 7.11.

- 7.13 If settlement is delayed under general condition 7.12 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.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

8. 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.

9. General law land

- 9.1 This general condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2 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.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 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.
- 9.5 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.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

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10. Settlement

- 10.1 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.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

11. Payment

- 11.1 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.
- 11.2 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.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

- 12.1 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 do 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 the **Sale of Land Act 1962** have been satisfied.
- 12.2 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.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) 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
 - (b) if 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 a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if 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.
- 13.2 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 the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 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.

14. Loan

- 14.1 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.
- 14.2 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 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.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. Adjustments

- 15.1 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.

- 15.2 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.

TRANSACTIONAL

16. Time

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. Service

- 17.1 Any document sent by:
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) 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**.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.
- 17.3 This general condition applies to service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. Nominee

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

19. 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 default by a proprietary limited company purchaser.

20. 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.

21. Notices

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 that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. 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.

23. Terms contract

- 23.1 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.
- 23.2 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.

24. Loss or damage before settlement

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 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.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 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 24.2 at settlement.
- 24.5 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.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. 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

26. 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 on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

27. Default notice

- 27.1 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.
- 27.2 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.

28. Default not remedied

- 28.1 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.
- 28.2 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.
- 28.3 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.
- 28.4 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.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
-

*** Law Institute of Victoria Property Law Dispute Resolution Committee Guidelines**

1. The Committee has been established to decide disputes relating to property law matters. Where one party does not have a solicitor representing them, the dispute cannot be heard until that party instructs a solicitor.
2. An *agreed* Statement of Facts must be signed by all parties and referring solicitors and must include:
 - 2.1 A clear and concise statement of all the relevant *agreed* facts upon which the dispute is based. The Committee is unable to make any decision unless the facts are *agreed* between the parties.
 - 2.2 A copy of all relevant documents.
 - 2.3 The issues, based on the agreed facts, to be decided by the Committee.
3. Applications for disputes to be decided by the Committee shall include an agreement by the referring solicitors and the parties to be bound by the Committee's decision on any question of law or practice.
4. Applications in the appropriate form must be lodged with the Secretary of the Property Law Dispute Resolution Committee C/- the Law Institute of Victoria.
5. An administration fee of \$100.00 for each referring solicitor must be paid to the Law Institute of Victoria when the application is lodged.
6. The Committee's decision will be based upon the material contained in the Statement of Facts only. In making its decision the Committee shall act as an expert panel and not as an arbitrator.
7. The Committee reserves the right:
 - (i) to call for further and better particulars in order to make a decision.
 - (ii) to refuse to decide any dispute, in which case any fees will be refunded in full.
8. The Committee's written decision will be sent to the referring legal practitioners within seven days of the dispute being decided.

** The guidelines and forms required can be obtained from the Secretary of the Property & Environmental Law Section, Law Institute of Victoria. Tel: (03) 9607 9522.*

Currently the CAC delivery is planned within the NAC site in accordance with a S173 Agreement under P71630, however if this approach is changed, the sequencing of Stages 7A must be amended to the satisfaction of the Applicant and Responsible Authority. If the proposed inclusion of the CAC within the NAC proceeds, the Subdivision Layout and Staging Sequence plan must be amended to show the revised location of the CAC and agreed alternative use for the current CAC land.

Lots 2220, 2221 and 2222 detail to be addressed at FLIP stage

Refer to endorsed Dry Stone Wall management Plan. Detail to be addressed at FLIP stage.

Alignment of shared path within the Active Open Space subject to future detailed design of Active Open Space

LAND BUDGET

LAND BUDGET	Area (ha)
Use Area	1,113.4
BCC Conservation Area Outside PSP	6.89
Permit Area	139.87
TRANSPORT	
Sub Arterial (30 Manning - Cross-section)	1.28
UNDEVELOPED	
BCC Conservation Area	7.86
Landscaping Reserve	7.25
Reserve Landscaping	1.02
Sub total	16.13
UNDEVELOPED (RESERVED)	
Sports Reserve	2.70
Local Park	0.75
Sub total	3.45
EDUCATION AND COMMUNITY	
Non-School School Site	0.02
CAC	0.00
Sub total	0.02
NET DEVELOPABLE AREA	94.21
RETAIL AND OTHER USES	
CAC	0.79
Commercial Site	1.29
Club Facility	0.72
Superfit	0.03
Sub total	2.83
NON CREDITED OPEN SPACE	
Sports Reserve	0.04
Local Park	0.25
Other Open Space	2.37
Reserve Landscaping	0.02
Sub total	2.68
NET RESIDENTIAL AREA	79.21
Commercial and Local Roads	10.79
Mixed Use Site	1.02
High school Sites	2.00
Residential Lots	64.99
Density (Transit/ADA)	14.2 lots/ha
No. of RESIDENTIAL LOTS	
Single lot (to be retained) (No. of lots)	60
Standard Residential lots	1094
Total	1154

LOT MIX (Width & Depth)

Lot Size	Total	Percentage
and Narrower	52	5.9
22 x 12.5	8	0.8
22 x 14	16	1.8
21 x 16	10	1.0
21 x 18	1	0.1
Sub total	95	9.3
25 x 10.5	5	0.5
25 x 12.5	12	1.1
25 x 14	18	1.7
25 x 16	5	0.5
Sub total	60	5.7
26 x 10.5	1	0.1
26 x 12.5	3	0.3
26 x 14	10	1.0
26 x 16	4	0.4
Sub total	20	1.9
28 x 10.5	4	0.4
28 x 12.5	139	12.2
28 x 14	107	10.2
28 x 16	83	4.1
28 x 18	7	0.7
Sub total	268	23.6
32 x 12.5	117	11.1
32 x 14	189	17.0
32 x 16	138	12.0
32 x 18	8	0.8
Sub total	452	41.0
34 x 14	2	0.2
34 x 16	4	0.4
34 x 18	1	0.1
34 x 20	1	0.1
Sub total	8	0.8
36 x 14	12	1.1
36 x 16	33	3.0
36 x 18	30	2.8
Sub total	98	9.0
Other	31	3.0

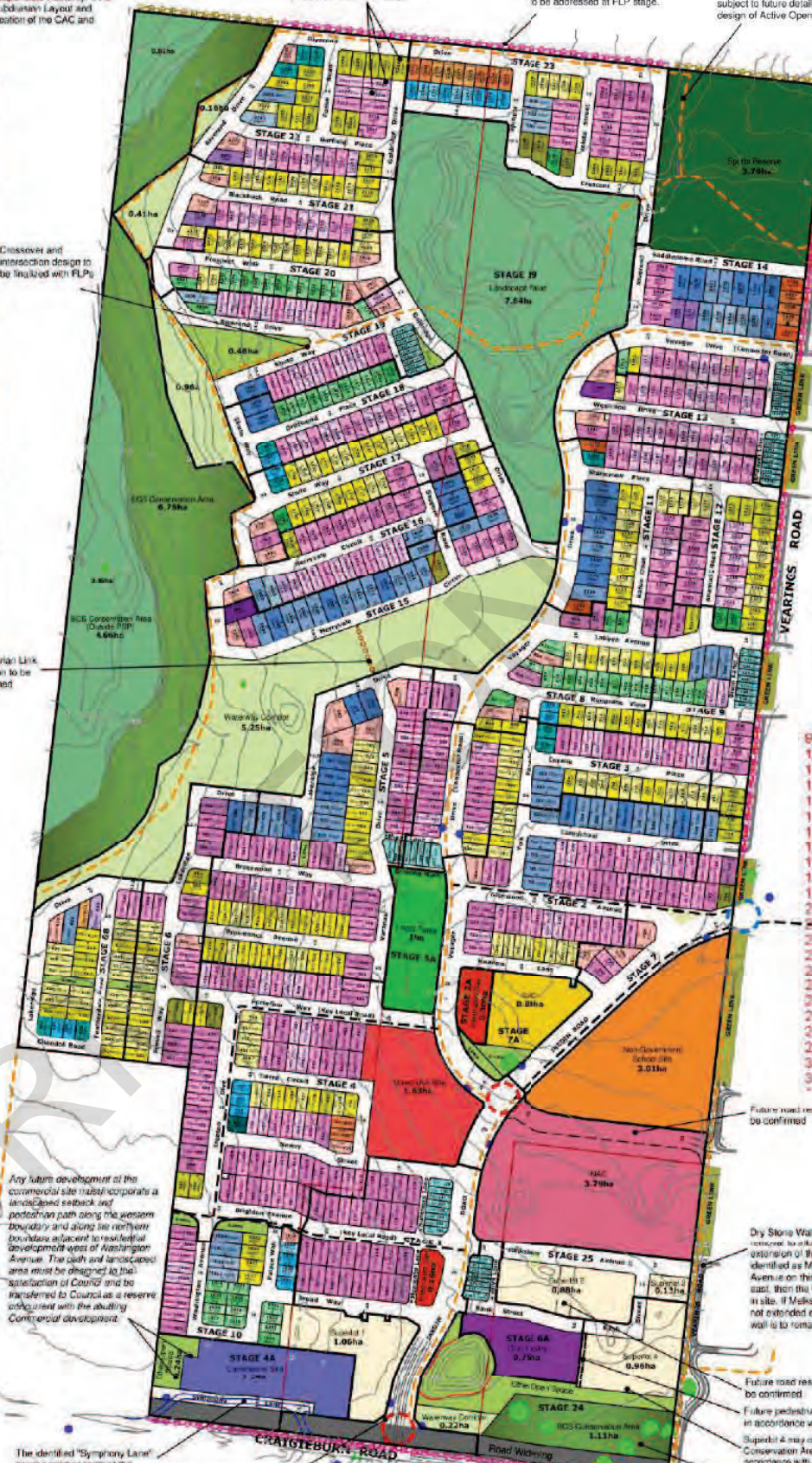
LEGEND

- Shared Path (as per PSP)
- Shared Path (Other)
- Trees to be retained (River Red Gum Trees)
- Trees to be removed
- Signalised Intersection
- Signalised Crossing
- Proposed Bus Stop Locations
- Public Acquisition Overlay (PAO)
- Dry Stone Wall to be removed
- Dry Stone Wall to be retained

LOT MIX TABLE (Lot Area)

TOTAL NUMBER OF LOTS	Average	%
Lots 105m ² and Less	Average: 236.4	0%
Lots 105m ² to 150m ²	Average: 109.0	9%
Lots 150m ² to 200m ²	Average: 169.3	15%
Lots 200m ² to 250m ²	Average: 235.0	20%
Lots 250m ² to 300m ²	Average: 283.0	25%
Lots 300m ² to 350m ²	Average: 331.0	29%
Lots 350m ² and Greater	Average: 379.0	33%

Notes: This design is conceptual only and is subject to further approval.
 Dry Stone Wall locations are not based on survey.
 Veerings Road is not part of Land Budget calculation.
 Road details shown are indicative only.
 Contour interval shown is 1m.



STAGING SCHEDULE

- Stage 1
- Stage 2
- Stage 3
- Stage 4
- Stage 4A
- Stage 5
- Stage 6
- Stage 6A
- Stage 6B
- Stage 7
- Stage 8
- Stage 24
- Stage 9
- Stage 11
- Stage 12
- NAC
- Stage 25
- Stage 13
- Stage 14
- Stage 10
- Stage 15
- Stage 16
- Stage 17
- Stage 18
- Stage 19
- Stage 13A
- Stage 15A
- Stage 16A
- Stage 18A
- Stage 19A
- Stage 20
- Stage 21
- Stage 22
- Stage 23
- Stage 2A
- Stage 7A
- School

Any future development at the commercial site must incorporate a landscaped setback and pedestrian path along the western boundary and along the northern boundary adjacent to residential development west of Washington Avenue. The path and landscaped area must be designed to the satisfaction of Council and be transferred to Council as a reserve concurrent with the abutting Commercial development.

The identified 'Symphony Lane' service road consists of the alignment indicated in blue, and is approved subject to conditions of VDI/20000 issued dated 30 August 2019 in relation to associated application 718077.

0.42 Hectares of land in Jordan Road required for intersection fitting as per Plan 3 of the Worksheet PSP application 718077.

Future road reserve - width to be confirmed

Dry Stone Wall permitted for retention to allow for the retention of the road identified as Malkham Avenue on this plan is to remain in site. If Malkham Avenue is not extended east, then the wall is to remain in site.

Future road reserve - width to be confirmed

Future pedestrian link to be provided in accordance with P718965

Superfit 4 may only extend into Conservation Area Buffer Area in accordance with endorsed P718965 plans

(Subject to DELWP acceptance of BCS land)

PLANNING & ENVIRONMENT ACT 1987
 Rathdowne, Craigieburn Rd, Wollert 31750
 WHITTLESEA PLANNING SCHEME
 Drawing No: 2020/01/02 Date: 9/3/2021
 Planning Permit No: 716630 (Amendment)
 Drawn by: TKL Checked by: MCS Approved by: MCS
MODIFIED ENDORSED PLAN
 Endorsed to show compliance with Condition 3 of the permit
 (Subdivision Layout, Stage and Applied Zone)
 Sheet 1 of 4 Date: 15/04/2021



Annexure A

CLAYTON UTZ

Constitution of Club Rathdowne Limited

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Our reference 14193/80198782

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CLUB RATHDOWNE LIMITED ACN 632 420 798

Constitution

1. Preliminary

1.1 Definitions and interpretation

Schedule 7 applies and forms part of this Constitution.

1.2 Name of the Company

(a) **Company's Name**

The name of the company is Club Rathdowne Limited.

(b) **Display of Company's Name**

The Company must display its name prominently at its Registered Office (together with the words "Registered Office") and at every place of business that is open to the public.

(c) **Company's Name on Documents and Instruments**

Except where the Act provides otherwise, the Company must detail its name on all public documents and negotiable instruments of the Company.

(d) **Change of Company's Name**

Subject to any other requirements of the Act, the Company may change its name by passing a Special Resolution of the Company to adopt a new name. Any change in the Company's name does not:

- (a) create a new legal entity;
- (b) affect the Company's existing property, rights or obligations; or
- (c) render defective any legal proceedings by or against the Company.

Any legal proceedings that could have been continued or begun by or against the Company in its former name may be continued or begun by or against the Company in its new name.

1.3 Australian Company Number

(a) **Company's ACN**

The Company's ACN is 632 420 798.

(b) **Documents and Instruments**

In addition to the requirement in Article 1.2(c), the Company must detail on the first page of all its public documents and negotiable instruments the expression "Australian Company Number", or the abbreviated word "ACN", followed by its ACN. Where permitted, the Company may detail its Australian Business Number, or the abbreviated word "ABN", followed by its ABN, in place of its ACN.

(c) **Exceptions to Article 1.3(b)**

Article 1.3(b) does not apply where the Act provides otherwise including, without limitation, to cash register receipts issued by the Company.

1.4 Nature of the Company

- (a) The Company is a public company limited by guarantee.
- (b) Subject to any requirement of the Act, the Company must always have at least one Member but there is no maximum number of Members (other than in respect of certain Classes of Members, which are provided for in Article 2.1 of Schedule 1).

1.5 Powers

Subject to any restrictions in the Act, the Company has the legal capacity and powers of a natural person including, without limitation, the power to:

- (a) issue and otherwise deal with Memberships, including suspend and expel Members pursuant to Articles 1.3 and 1.6 of Schedule 6;
- (b) grant a general security interest over the Company's property;
- (c) procure the registration or recognition of the Company as a body corporate in any jurisdiction, whether within or outside the Commonwealth of Australia; and
- (d) do anything that the Company is lawfully authorised to do in any jurisdiction, whether within or outside the Commonwealth of Australia.

1.6 Replaceable rules

The replaceable rules in the Act do not apply to the Company.

1.7 Objects

The objects of the Company are all or any of the following:

- (a) to make available, operate and promote the Facilities:
 - (i) in the interests of Members as first class community recreational facilities used for indoor and outdoor sporting, recreational, cultural and other activities; and
 - (ii) in accordance with the terms of the Lease, for use by the Members and such other persons who are, pursuant to the terms of this Constitution, authorised to use such Facilities;
- (b) to maintain the Facilities and any other land which the Company agrees in writing to maintain on behalf of the Owners Corporation or any other owners corporation created upon registration of a plan of subdivision in respect of the Rathdowne Project Land;
- (c) to obtain and maintain a licence under the Liquor Control Reform Act in relation to such part of the Facilities as the Board resolves permitting the sale from and/or the consumption of liquor within the whole or any part of the Facilities;
- (d) to deliver services and programs in accordance with the services and programs advertised and promoted by the Developer;

- (e) to create an efficient, "user friendly" booking procedure to facilitate the use of the Facility;
- (f) to provide such other facilities to the Members as the Board resolves;
- (g) to raise funds by any lawful means for the achievement of the objects; and
- (h) to do all things and exercise all powers, rights and privileges as a natural person may do or exercise for the purpose of furthering the above objects.

1.8 Application of income and property

(a) No Payment or Transfer to Members

The Company will only apply the income (including profits if any) and property of the Company in promoting the objects of the Company set out in Article 1.7, and no portion of it may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise to any Member.

(b) Payments in good faith

- (i) Notwithstanding Article 1.8(a), the Company may, subject to Articles 1.8(b)(ii) to (vi) inclusive, make payments in good faith of remuneration to any Member, Officer or other employee of the Company in return for any services rendered to the Company or for goods supplied in the ordinary and usual course of business of the Company.
- (ii) The Company must not make any payment to a Director or a Secretary in return for services rendered to the Company in his or her capacity as a Director or Secretary including, without limitation, sitting fees and other emoluments unless such payment is in respect of that persons' employment where the terms of the employment salary or wage have been approved by the Board. The Company may, however, reimburse a Director in respect of reasonable out-of-pocket expenses incurred in connection with that office.
- (iii) The Company must not make any payment to a Director or a Secretary for services rendered by that Director or Secretary (in a capacity other than Director or Secretary) to the Company unless the provision of those services has the prior approval of the Board by resolution and the amount payable is approved by a resolution of the Board.
- (iv) The Company must not make any payment to a Member, Officer or other employee of the Company that represents, either directly or indirectly, a commission or allowance paid by the Company to that person in respect of the sale or disposal by that person of liquor on the Property.
- (v) The Company must not make any payment to a Director or a Secretary except in good faith in respect of insurance premiums in connection with a contract insuring a Director or Secretary for liability incurred as an officer of the Company where the Board has approved the payment of the premium.
- (vi) The Company may make payment of interest on money borrowed from any Member, and may also make payment in respect of reasonable and proper rent for premises let by a Member to the Company.

1.9 Alteration of Constitution

Subject to any requirements of the Act, the Company may alter this Constitution, either wholly or in part, by passing a Special Resolution of the Company.

2. Members

2.1 Classes of Membership

Schedule 1 applies and forms part of this Constitution.

2.2 Membership Qualification

Schedule 2 applies and forms part of this Constitution.

2.3 Membership Rights and Responsibilities

Schedule 3 applies and forms part of this Constitution.

2.4 Applications for Membership

Schedule 4 applies and forms part of this Constitution.

2.5 Fees

Schedule 5 applies and forms part of this Constitution.

2.6 Transfer, Transmission, Suspension, Cancellation and Reinstatement of Memberships

Schedule 6 applies and forms part of this Constitution.

3. Proceedings of Members

3.1 Written resolutions of Members

While the Company has only one Member, the Company may pass a resolution by that Member signing a record in writing of that resolution.

3.2 Who can call meetings of Members

- (a) The Board may call a meeting of Members at a time and place (including 2 or more venues using technology which gives the Members as a whole a reasonable opportunity to participate) and in a manner as the Board resolves.
- (b) The Board must call and arrange to hold a general meeting of the Company on the request of Members made in accordance with the Act.
- (c) A Member may call and arrange to hold a general meeting of the Company only as provided for by the Act.

3.3 Annual General Meeting

- (a) The Company must hold an AGM if required by, and in accordance with, the Act.
- (b) The business of an AGM may include any of the following, even if not referred to in the notice of the meeting:

- (i) the consideration of any annual financial report, director's report and auditor's report for the Company;
 - (ii) the election of Directors;
 - (iii) the appointment of the auditor of the Company; and
 - (iv) the fixing of the remuneration of the auditor of the Company.
- (c) Subject to any requirements under the Act, the chair of an AGM must allow a reasonable opportunity for the Members as a whole at the AGM to ask questions about or make comments on the management of the Company.
- (d) Subject to any requirements under the Act, where the Auditor or its representative is present at an AGM, the chair of the AGM must allow a reasonable opportunity for the Members as a whole at the AGM to ask the Auditor or its representative questions relevant to:
- (i) the conduct of the Company's audit as detailed in any Auditor's report; and
 - (ii) the preparation and content of any Auditor's report.

3.4 How to call meetings of Members

- (a) The Company must give not less than Prescribed Notice of a meeting of Members.
- (b) Notice of a meeting of Members must be given to each Member, each Director, each Alternate Director and any auditor of the Company.
- (c) Subject to Article 3.12(h), a notice of a meeting of Members must:
 - (i) set out the place, date and time for the meeting (and if the meeting is to be held in 2 or more places, the technology that will be used to facilitate this);
 - (ii) state the general nature of the business of the meeting; and
 - (iii) set out or include any other information or documents specified or required by the Act.
- (d) A person may waive notice of any meeting of Members by notice in writing to the Company to that effect.
- (e) Subject to the Act, anything done (including the passing of a resolution) at a meeting of Members is not invalid because either or both a person does not receive notice of the meeting or the Company accidentally does not give notice of the meeting to a person.

3.5 Right to attend meetings

- (a) Each Member and any Auditor of the Company is entitled to attend any meetings of Members.
- (b) Subject to this Constitution, each Director is entitled to attend and speak at all meetings of Members.

3.6 Meeting at more than one place

- (a) A meeting of Members may be held in 2 or more places linked together by any technology that:
 - (i) gives the Members as a whole in those places a reasonable opportunity to participate in proceedings;
 - (ii) enables the chairperson to be aware of proceedings in each place; and
 - (iii) enables the Members in each place to vote on a show of hands and on a poll.
- (b) If a meeting of Members is held in 2 or more places under Article 3.6(a):
 - (i) a Member present at one of the places is taken to be present at the meeting; and
 - (ii) the chairperson of that meeting may determine at which place the meeting is taken to have been held.

3.7 Quorum

- (a) A quorum for a meeting of Members:
 - (i) until the Completion Date is 1 Member; and
 - (ii) after the Completion Date is 5% of Members,
 entitled to vote at that meeting (except when the Company has only one Member in which case the quorum is constituted by that sole Member).
- (b) In determining whether a quorum for a meeting of Members is present:
 - (i) where more than one proxy, attorney or representative of a Member is present, only one of those persons is counted;
 - (ii) where a person is present as a Member and as a proxy, attorney or representative of another Member, that person is counted only once; and
 - (iii) where a person is present as a proxy, attorney or representative for more than one Member, that person is counted separately for each appointment provided that there is at least one other Member present.
- (c) A quorum for a meeting of Members must be present at the commencement of the meeting. If a quorum is present at the commencement of a meeting of Members, it is taken to be present throughout the meeting unless the chairperson otherwise determines.
- (d) If a quorum is not present within 30 minutes after the time appointed for a meeting of Members:
 - (i) if the meeting was called under Article 3.2(b) or Article 3.2(c), the meeting is dissolved; and
 - (ii) any other meeting is adjourned to the date, time and place as the Board may by notice to the Members appoint, or failing any appointment, to the

same day in the next week at the same time and place as the meeting adjourned.

- (e) If a quorum is not present within 30 minutes after the time appointed for an adjourned meeting of Members, the meeting is dissolved.
- (f) Where any General Meeting is held at two or more venues by electronic means or other technology and there is a failure of the electronic means or other technology, which prevents any or all of the Members present from participating in the meeting, that meeting will be adjourned until the failure is rectified. If rectification is not possible within 60 minutes of the initial failure, the chair of the meeting must adjourn the meeting until such date and such time that the chair considers it possible to give the Members as a whole a reasonable opportunity to participate in that meeting.

3.8 Chairperson

- (a) The chairperson of Directors must (if present within 15 minutes after the time appointed for the holding of the meeting and willing to act) chair each meeting of Members.
- (b) If at a meeting of Members:
 - (i) there is no chairperson of Directors;
 - (ii) the chairperson of Directors is not present within 15 minutes after the time appointed for the holding of a meeting of Members; or
 - (iii) the chairperson of Directors is present within that time but is not willing to chair all or part of that meeting,the Directors present may, by majority vote, elect a person present to chair all or part of the meeting of Members.
- (c) Subject to Article 3.8(a), if at a meeting of Members:
 - (i) a chairperson of that meeting has not been elected by the Directors under Article 3.8(b); or
 - (ii) the chairperson elected by the Directors is not willing to chair all or part of a meeting of Members,the Members present must elect another person present and willing to act to chair all or part of that meeting.

3.9 General conduct of meetings

- (a) Subject to the Act, the chairperson of a meeting of Members is responsible for the general conduct of that meeting and for the procedures to be adopted at that meeting.
- (b) The chairperson of a meeting of Members may delegate any power conferred by this Article to any person.
- (c) The powers conferred on the chairperson of a meeting of Members under this Article 3.9 do not limit the powers conferred by law.

3.10 Resolutions of Members

- (a) Subject to the Act and except in relation to a resolution to vary or surrender the Lease for which a unanimous resolution of all Members entitled vote on the resolution is required, a resolution at a meeting of Members is passed if the number of votes cast in favour of the resolution by Members entitled to vote on the resolution exceeds the number of votes cast against the resolution by Members entitled to vote on the resolution.
- (b) Unless a poll is requested in accordance with Article 3.11 or a Member makes a request in accordance with Article 3.10(d), a resolution put to the vote at a meeting of Members must be decided on a show of hands.
- (c) A declaration by the chairperson of a meeting of Members that a resolution on a show of hands is passed, passed by a particular majority, or not passed, and an entry to that effect in the minutes of the meeting, are sufficient evidence of that fact, unless proved incorrect.
- (d) Any Member may request that votes be cast anonymously in relation to any resolution proposed in accordance with Article 1.6(e) of Schedule 6.

3.11 Polls

- (a) A poll may be demanded on any resolution at a meeting of Members.
- (b) A poll on a resolution at a meeting of Members may be demanded by:
 - (i) at least 5 Members present and entitled to vote on that resolution;
 - (ii) a majority of Members present and entitled to vote on that resolution if there are less than 5 Members present and entitled to vote on that resolution and there is a quorum of Members present;
 - (iii) one or more Members present and who are together entitled to at least 5% of the votes that may be cast on that resolution on a poll; or
 - (iv) the chairperson of that meeting.
- (c) A poll on a resolution at a meeting of Members may be demanded:
 - (i) before a vote on that resolution is taken; or
 - (ii) before or immediately after the results of the vote on that resolution on a show of hands are declared.
- (d) A demand for a poll may be withdrawn.
- (e) A poll demanded on a resolution at a meeting of Members must be taken in the manner and at the time and place the chairperson directs.
- (f) A poll demanded on a resolution at a meeting of Members for the election of a chairperson of that meeting or the adjournment of that meeting must be taken immediately.
- (g) The result of a poll demanded on a resolution of a meeting of Members is a resolution of that meeting.

- (h) A demand for a poll on a resolution of a meeting of Members does not prevent the continuance of that meeting or that meeting dealing with any other business.

3.12 Adjourned, cancelled and postponed meetings

- (a) Subject to the Act, the chairperson:
 - (i) may adjourn a meeting of Members to any day, time and place; and
 - (ii) must adjourn a meeting of Members if the Members present with a majority of votes that may be cast at that meeting agree or direct the chairperson to do so. The chairperson may adjourn that meeting to any day, time and place.
- (b) No person other than the chairperson of a meeting of Members may adjourn that meeting.
- (c) The Company is only required to give notice of a meeting of Members resumed from an adjourned meeting if the period of adjournment exceeds 21 days.
- (d) Only business left unfinished is to be transacted at a meeting of Members resumed after an adjournment.
- (e) Subject to the Act and this Article 3.12, the Board may at any time postpone or cancel a meeting of Members by giving notice not less than 5 Business Days before the time at which the meeting was to be held to each person who is, at the date of the notice:
 - (i) a Member;
 - (ii) a Director or Alternate Director; or
 - (iii) auditor of the Company.
- (f) A general meeting called under Article 3.2(b) must not be cancelled by the Board without the consent of the Members who requested the meeting.
- (g) A general meeting called under Article 3.2(c) must not be cancelled or postponed by the Board without the consent of the Members who called the meeting.
- (h) A notice under Article 3.12(c) of a meeting of Members resumed from an adjourned meeting and a notice postponing a meeting of Members must set out the place, date and time for the revised meeting (and if the revised meeting is to be held in 2 or more places, the technology that will be used to facilitate this).

3.13 Number of votes

- (a) Subject to this Constitution and any rights or restrictions attached to a Class of Members, on a show of hands or on a poll at a meeting of Members, every Member present described in Schedule 3 who is entitled to vote has one vote and one value.
- (b) In the case of an equality of votes on a resolution at a meeting of Members, the chairperson of that meeting has a casting vote on that resolution both on a show of hands and on a poll, in addition to any vote the chairperson of that meeting has in respect of that resolution.
- (c) A Member present at a meeting of Members is not entitled to vote on any resolution if:

- (i) the Member has been suspended in accordance with Article 1.3 of Schedule 6; or
 - (ii) any amount due and payable to the Company by or on behalf of that person in their capacity as a Member has not been paid.
- (d) A Member present at a meeting of Members is not entitled to vote on a resolution at that meeting where that vote is prohibited by the Act or an order of a court of competent jurisdiction.
- (e) The Company must disregard any vote on a resolution purported to be cast by a Member present at a meeting of Members where that person is not entitled to vote on that resolution.
- (f) The authority of a proxy or attorney for a Member to speak or vote at a meeting of Members is suspended while the Member is present in person at that meeting.

3.14 Objections to qualification to vote

- (a) An objection to the qualification of any person to vote at a meeting of Members may only be made at that meeting (or any resumed meeting if that meeting is adjourned), to the chairperson of that meeting.
- (b) Any objection under Article 3.14(a) must be decided by the chairperson of the meeting of Members, whose decision, made in good faith, is final and conclusive.

3.15 Proxies, attorneys and representatives

- (a) A Member, who is entitled to attend and cast a vote at a meeting of Members, may vote on a show of hands and on a poll:
 - (i) in person or, if the Member is a body corporate, by its representative appointed in accordance with the Act;
 - (ii) by not more than one proxy; or
 - (iii) by not more than one attorney.
- (b) A proxy, attorney or representative of a Member need not be a Member.
- (c) A Member may appoint a proxy, attorney or representative for:
 - (i) all or any number of meetings of Members; or
 - (ii) a particular meeting of Members.
- (d) An instrument appointing a proxy is valid if it is signed by the Member making the appointment and contains:
 - (i) the name and address of that Member;
 - (ii) the name of the Company;
 - (iii) the name of the proxy or the name of the office of the proxy; and
 - (iv) the meetings of Members at which the proxy may be used.

- (e) The chairperson of a meeting of Members may determine that an instrument appointing a proxy is valid even if it contains only some of the information specified in Article 3.15(d).
- (f) An instrument appointing an attorney or representative must be in a form as the Board may prescribe or the chairperson of a meeting of Members may accept.
- (g) Subject to the Act, the decision of the chairperson of a meeting of Members as to the validity of an instrument appointing a proxy, attorney or representative is final and conclusive.
- (h) Unless otherwise provided in the Act or in the instrument appointing a proxy or attorney, a proxy or attorney may:
 - (i) agree to a meeting of Members being called by shorter notice than is required by the Act or this Constitution;
 - (ii) agree to a resolution being either or both proposed and passed at a meeting of Members of which notice of less than 21 days is given;
 - (iii) speak on any resolution at a meeting of Members on which the proxy or attorney may vote;
 - (iv) vote at a meeting of Members (but only to the extent allowed by the appointment);
 - (v) demand or join in demanding a poll on any resolution at a meeting of Members on which the proxy or attorney may vote; and
 - (vi) attend and vote at any meeting of Members which is rescheduled or adjourned.
- (i) Unless otherwise provided in the Act or in the instrument appointing a proxy or attorney, a proxy or attorney may vote on:
 - (i) any amendment to a resolution on which the proxy or attorney may vote;
 - (ii) any motion not to put that resolution or any similar motion; and
 - (iii) any procedural motion relating to that resolution, including a motion to elect the chairperson of a meeting of Members, vacate the chair or adjourn that meeting,even if the appointment directs the proxy or attorney how to vote on that resolution.
- (j) If the name of the proxy or the name of the office of the proxy in a proxy form of a Member is not filled in, the proxy of that Member is:
 - (i) the person specified by the Company in the form of proxy in the case the Member does not choose; or
 - (ii) if no person is so specified, the chairperson of that meeting.
- (k) A Member may specify the manner in which a proxy or attorney is to vote on a particular resolution at a meeting of Members.

- (l) An appointment of proxy or attorney for a meeting of Members is effective only if the Company receives the appointment (and any authority under which the appointment was signed or a certified copy of the authority) not less than:
 - (i) 48 hours before the time scheduled for commencement of that meeting; or
 - (ii) in the case of a meeting which has been adjourned, 48 hours before the time scheduled for resumption of the meeting.
- (m) Unless the Company has received notice in writing of the matter not less than 48 hours before the time scheduled for the commencement of a meeting of Members, a vote cast at that meeting by a person appointed by a Member as a proxy, attorney or representative is, subject to this Constitution, valid even if, before the person votes:
 - (i) a Cessation Event occurs in respect of that Member;
 - (ii) that Member revokes the appointment of that person; or
 - (iii) that Member revokes the authority under which the person was appointed by a third party.

3.16 Business of meetings

Except with the prior approval of the Board, with the permission of the chairperson of the meeting or under the Act, no person may move at any meeting of Members:

- (a) any resolution (except in the form set out in the notice of meeting given under Article 3.4); or
- (b) any amendment of any resolution or a document which relates to any resolution and a copy of which has been made available to Members to inspect or obtain.

4. Directors

4.1 Number of Directors

- (a) The Company must have not less than 3, and not more than 7, Directors.
- (b) The Company in general meeting may by resolution alter the maximum or minimum number of Directors provided that the minimum is not less than 3.
- (c) Subject to this Article 4.1, the Board must determine the number of Directors provided that the Board cannot reduce the number of Directors below the number in office at the time that determination takes effect.
- (d) If the number of Directors is below the minimum required by this Constitution, the Board must not act except:
 - (i) in emergencies;
 - (ii) to appoint Directors up to that minimum number; or
 - (iii) to call and arrange to hold a meeting of Members.

4.2 Appointment of Directors

- (a) Subject to Article 4.1, the Directors may appoint any person as a Director.
- (b) The Company in general meeting may by resolution appoint any person as a Director.
- (c) A Director need not be a Member.

4.3 Tenure

- (a) All Directors will remain in office until the Relevant AGM, subject to their right to resign from office. At that AGM, and each subsequent AGM, one-third of the Board for the time being, or if the number on the Board is not three or a multiple of three, the number nearest to one third, will retire from the office of Director.
- (b) A Director retiring pursuant to Article 4.3(a) is eligible for re-election.
- (c) Subject to Article 4.3(d), the Directors to retire at an AGM (other than at the Relevant AGM) will be those who have been longest in office since their last election but as between persons who became Directors on the same day, those of them to retire will be decided by lot unless they agree among themselves.
- (d) At a General Meeting at which a Director retires, the Company may elect another person to fill that office. Where no such person is elected and the retiring Director offers to stand for re-election at the meeting, the retiring Director will be deemed, subject to any restrictions under the Act, to have been re-elected unless:
 - (i) the meeting has resolved not to fill the office; or
 - (ii) a resolution to re-elect that retiring Director has been put at the meeting and lost.

4.4 Additional or Casual Director

- (a) The Board, or the Company at a General Meeting, may at any time appoint any natural person as a Director (other than an Alternate Director) to fill a casual vacancy on the Board or as an additional member of the existing Board, provided that the total number of Directors after such appointment does not exceed the maximum number (if any) determined in accordance with Article 4.1(a).
- (b) Any Director appointed pursuant to Article 4.4(a) will only hold office until the next following AGM, but will be eligible for re-election. Such Director is not to be taken into account for the purposes of Article 4.3(c).

4.5 Removal of Director

- (a) Subject to Article 4.5(b) and any requirements of this Constitution or the Act, the Company may remove any Director before the expiration of that Director's tenure of office, and may elect another person to fill that office.
- (b) Where a Director removed pursuant to Article 4.5(a) was appointed to represent the interests of a particular Class or Classes of Members, the resolution of the Company to remove the Director does not take effect until a successor has been appointed to represent those interests.

4.6 Vacation of office

- (a) A Director may resign from office by giving the Company notice in writing.
- (b) Subject to the Act, the Company may by resolution passed at a general meeting remove any Director, and if thought fit, appoint another person in place of that Director.
- (c) A Director ceases to be a Director if:
 - (i) the Director becomes of unsound mind or a person whose property is liable to be dealt with under a law about mental health;
 - (ii) the Director is absent without the consent of the Directors from all meetings of the Directors held during a period of 6 months;
 - (iii) the Director dies;
 - (iv) subject to Article 4.9, is interested in any operation, contract, undertaking or business arrangement in which the Company is engaged or concerned, and fails to disclose such interest to the Company as required by any law;
 - (v) the Director resigns or is removed under this Constitution;
 - (vi) the Director becomes an insolvent under administration; or
 - (vii) the Act so provides.

4.7 Alternate Directors

- (a) With the approval of a majority of the other Directors, a Director may appoint a person as an alternate director of that Director for any period.
- (b) An Alternate Director need not be a Member.
- (c) The appointing Director may terminate the appointment of his or her Alternate Director at any time.
- (d) A notice of appointment, or termination of appointment, of an Alternate Director is effective only if:
 - (i) the notice is in writing;
 - (ii) the notice is signed by the Director who appointed that Alternate Director; and
 - (iii) the Company is given a copy of the notice.
- (e) Subject to this Constitution and the Act, an Alternate Director may:
 - (i) attend, count in the quorum of, speak at, and vote at a meeting of Directors in place of his or her appointing Director if that Director is not present at a meeting; and
 - (ii) exercise any other powers (except the power under Article 4.7(a)) that his or her appointing Director may exercise.

- (f) An Alternate Director cannot exercise any powers of his or her appointing Director if that appointing Director ceases to be a Director.
- (g) A person does not cease to be a Director under Article 4.7(f) if that person retires as a Director at a meeting of Members and is re-elected as a Director at that meeting.
- (h) Subject to Article 4.8(d), the Company is not required to pay any remuneration to an Alternate Director.
- (i) An Alternate Director is an officer of the Company and not an agent of his or her appointing Director.

4.8 Remuneration of Directors

- (a) The Company must not pay any fees to a Director for performing that person's duties and responsibilities as a Director.
- (b) The Company must not pay any amount to a Director under this Article 4.8 unless that payment has been approved by the Board.
- (c) Subject to Articles 4.8(a) and 4.8(b), the Company may pay to its Directors any remuneration that the Company approves by resolution.
- (d) The Company may pay all reasonable travelling, accommodation and other expenses that a Director or Alternate Director properly incurs:
 - (i) in attending meetings of Directors or any meetings of committees of Directors;
 - (ii) in attending any meetings of Members; and
 - (iii) in connection with the business of the Company.
- (e) Subject to the Act, any Director may participate in any fund, trust or scheme for the benefit of:
 - (i) past or present employees or Directors of the Company or a Related Body Corporate of the Company; or
 - (ii) the dependants of, or persons connected with, any person referred to in Article 4.8(e)(i).
- (f) Subject to the Act, the Company may give, or agree to give, a person a benefit in connection with that person's, or someone else's, retirement from a board or other office in the Company or a Related Body Corporate of the Company.

4.9 Interests of Directors

- (a) A Director may:
 - (i) hold an office or place of profit (except as auditor) or employment in the Company on any terms as the Board resolves;
 - (ii) hold an office or otherwise be interested in any Related Body Corporate of the Company or other body corporate in which the Company is interested; or

- (iii) act, or the Director's firm may act, in any professional capacity for the Company (except as auditor) or any Related Body Corporate of the Company or other body corporate in which the Company is interested,

and retain the benefits of doing so if the Director complies with the Act in relation to disclosure of the Director's interests including without limitation the nature and reasonable detail of the interest(s) giving rise to those benefits.

- (b) Each Director must comply with the Act in relation to the disclosure of the Director's interests.
- (c) If a Director discloses, in accordance with the Act, that they have a material personal interest in a matter proposed to be resolved by the Board:
 - (i) the Director may contract or make an arrangement with the Company, or a Related Body Corporate of the Company or a body corporate in which the Company is interested, in any matter in any capacity;
 - (ii) the Director may, subject to the Act, be counted in a quorum at the Board meeting that considers matters that relate to the interest;
 - (iii) the Director may, subject to the Act, vote on whether the Company enters into the contract or arrangement, and on any matter that relates to the transaction that relates to the interest;
 - (iv) the Director may sign on behalf of the Company, or witness the affixing of the common seal of the Company to, any document in respect of the transaction that relates to the interest;
 - (v) the Director may retain the benefits under any transaction that relates to the interest even though the Director has the interest if the interest is disclosed to the Board prior to the relevant transaction is entered into; and
 - (vi) the Company cannot avoid any transaction that relates to the interest merely because of the existence of the Director's interest.

5. Officers

5.1 President

- (a) The Board may appoint one Director as President of the Company, for any period and on any terms (including, subject to Article 4.8, as to remuneration) as the Board resolves.
- (b) Subject to any agreement between the Company and the President, the Board may remove or dismiss the President at any time, with or without cause.
- (c) The Board may delegate any of its powers (including the power to delegate) to the President.
- (d) The Board may revoke or vary:
 - (i) the appointment of the President; or
 - (ii) any power delegated to the President.

- (e) The President must exercise the powers delegated to him or her in accordance with any direction of the Board.
- (f) The exercise of a delegated power by the President is as effective as if the Board exercised its power.
- (g) A person ceases to be the President if the person ceases to be a Director.

5.2 Secretary

- (a) The Board may appoint one or more Secretaries, for any period and on any terms (including as to remuneration) as the Board resolves.
- (b) Subject to any agreement between the Company and a Secretary, the Board may remove or dismiss a Secretary at any time, with or without cause.
- (c) The Board may revoke or vary the appointment of a Secretary.

5.3 Public Officer

Subject to the provisions of any applicable law, the Board will appoint a public officer of the Company and may terminate such appointment at any time as the Board sees fit, and appoint another person as a replacement.

5.4 Indemnity and insurance

- (a) To the extent permitted by law, the Company may indemnify each Relevant Officer against:
 - (i) a Liability of that person; and
 - (ii) Legal Costs of that person.
- (b) To the extent permitted by law, the Company may make a payment (whether by way of advance, loan or otherwise) to a Relevant Officer in respect of Legal Costs of that person.
- (c) To the extent permitted by law, the Company may pay, or agree to pay, a premium for a contract insuring a Relevant Officer against:
 - (i) a Liability of that person; and
 - (ii) Legal Costs of that person.
- (d) To the extent permitted by law, the Company may enter into an agreement or deed with:
 - (i) a Relevant Officer; or
 - (ii) a person who is, or has been an officer of the Company or a subsidiary of the Company,under which the Company must do all or any of the following:
 - (iii) keep books of the Company and allow either or both that person and that person's advisers access to those books on the terms agreed;
 - (iv) indemnify that person against any Liability of that person;

- (v) make a payment (whether by way of advance, loan or otherwise) to that person in respect of Legal Costs of that person; and
- (vi) keep that person insured in respect of any act or omission by that person while a Relevant Officer or an officer of the Company or a subsidiary of the Company, on the terms agreed (including as to payment of all or part of the premium for the contract of insurance).

6. Powers of the Company and Directors

6.1 General powers

- (a) The Company may exercise in any manner permitted by the Act any power which a public company limited by guarantee may exercise under the Act.
- (b) The business of the Company is managed by or under the direction of the Board.
- (c) The Board may exercise all the powers of the Company except any powers that the Act or this Constitution requires the Company to exercise in general meeting.
- (d) Without limiting the operation of Articles 6.1(a)-(c), the Board may exercise any of the following powers as it sees fit:
 - (i) power to raise or borrow money for the purposes of the Company;
 - (ii) power to charge any property or business of the Company;
 - (iii) power to issue debentures or give any other security for any debt, liability or obligation of the Company or of any other person;
 - (iv) power to authorise persons who are not Members of the Company to use the Facilities; and
 - (v) power to make By-laws and Rules for the management and operation of the Company and the use of the Facilities.

6.2 Execution of documents

- (a) If the Company has a common seal, the Company may execute a document if that seal is fixed to the document and the fixing of that seal is witnessed by:
 - (i) 2 Directors;
 - (ii) a Director and a Secretary; or
 - (iii) a Director and another person appointed by the Directors for that purpose.
- (b) The Company may execute a document without a common seal if the document is signed by:
 - (i) 2 Directors;
 - (ii) a Director and a Secretary; or
 - (iii) a Director and another person appointed by the Directors for that purpose.

- (c) The Company may execute a document as a deed if the document is expressed to be executed as a deed and is executed in accordance with Article 6.2(a) or 6.2(b).
- (d) The Board may resolve, generally or in a particular case, that any signature on certificates for Members may be affixed by mechanical or other means.
- (e) Negotiable instruments may be signed, drawn, accepted, endorsed or otherwise executed by or on behalf of the Company in the manner and by the persons as the Board resolves.

6.3 Attorney or agent

- (a) The Board may appoint any person to be attorney or agent of the Company for any purpose, for any period and on any terms (including as to remuneration) as the Board resolves.
- (b) The Board may delegate any of their powers (including the power to delegate) to an attorney or agent.
- (c) The Board may revoke or vary:
 - (i) an appointment under Article 6.3(a); or
 - (ii) any power delegated to an attorney or agent.

6.4 Register of Securities

The Board must cause a proper register to be kept in accordance with the Act of all mortgages and securities specifically affecting the Company's property, and all the requirements of the Act pertaining to the registration of such mortgages and securities must be complied with.

6.5 Committees and delegates

- (a) The Board may delegate any of its powers (including this power to delegate) to a committee of Directors, a Director, an employee of the Company or any other person.
- (b) The Board may revoke or vary any power delegated under Article 6.5(a).
- (c) A committee or delegate must exercise the powers delegated in accordance with any direction of the Board.
- (d) The exercise of a delegated power by the committee or delegate is as effective as if the Board exercised the power.
- (e) Article 7 applies with the necessary changes to meetings of a committee of Directors.

6.6 Members Committee

The Board may establish a Members Committee, which will have the following features and functions:

- (a) the Members Committee will be comprised of at least four Members appointed by the Board and with whom the Board may consult in respect of issues concerning Membership or that otherwise may affect the rights and obligations of a Member;

- (b) each member of the Members Committee will be appointed by the Board for a period of twelve months and is eligible for reappointment, but may be removed by the Board at any time; and
- (c) if a member of the Members Committee ceases to be a Member, the Board may appoint a successor to the person ceasing to be a Member.

7. Proceedings of Directors

7.1 Written resolutions of Directors

- (a) The Directors may pass a resolution without a meeting of the Directors being held if all the Directors entitled to vote on the resolution assent to a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Separate copies of the document referred to in Article 7.1(a) may be used for assenting to by Directors if the wording of the resolution and the statement is identical in each copy.
- (c) A Director may signify assent to a document under this Article 7.1 by signing the document or by notifying the Company of the assent of the Director:
 - (i) in a manner permitted by Article 11.3; or
 - (ii) by any technology including telephone.
- (d) Where a Director signifies assent to a document under Article 7.1(c) other than by signing the document, the Director must by way of confirmation sign the document before or at the next meeting of Directors attended by that Director.
- (e) The resolution the subject of a document under Article 7.1(b) is not invalid if a Director does not comply with Article 7.1(d).

7.2 Meetings of Directors

- (a) The Directors may meet, adjourn and otherwise regulate their meetings as they think fit.
- (b) A meeting of Directors may be held using any technology consented to by all the Board.
- (c) The consent of the Board under Article 7.2(b):
 - (i) may be for all meetings of Directors or for any number of meetings; and
 - (ii) may only be withdrawn by that Director within a reasonable period before a meeting of Directors.
- (d) If a meeting of Directors is held in 2 or more places linked together by any technology:
 - (i) a Director present at one of the places is taken to be present at the meeting unless and until the Director states to the chairperson of the meeting that the Director is discontinuing his or her participation in the meeting; and

- (ii) the chairperson of that meeting may determine at which place the meeting will be taken to have been held.

7.3 Who can call meetings of Directors

- (a) A Director may call a meeting of Directors at any time.
- (b) On request of any Director, a Secretary of the Company must call a meeting of the Directors.

7.4 How to call meetings of Directors

- (a) Notice of a meeting of Directors must be given to each Director and Alternate Director.
- (b) A notice of meeting of Directors must:
 - (i) set out the place, date and time for the meeting (and, if the meeting is to be held in 2 or more places, the technology that will be used to facilitate this); and
 - (ii) state the general nature of the business of the meeting.
- (c) The Secretary must give not less than 48 hours' notice of a meeting of Directors, unless all Directors agree otherwise.
- (d) A Director or Alternate Director may waive notice of a meeting of Directors by notice in writing to the Company to that effect.
- (e) Where any meeting of the Board is held at two or more venues by electronic means or other technology, and there is a failure of the electronic means or that technology which prevents any or all of the Directors present from participating in the meeting, the meeting will be adjourned until the failure is rectified. If rectification is not achieved or possible within sixty minutes of the initial failure, the Directors present who are able to communicate with one another must adjourn the meeting until such date and such time as the chair of the meeting considers possible and practicable to give the Directors as a whole at the meeting to be resumed a reasonable opportunity to participate in that meeting.

7.5 Quorum

- (a) Subject to the Act, a quorum for a meeting of Directors is:
 - (i) if the Directors have fixed a number for the quorum, that number of Directors; and
 - (ii) in any other case, 2 Directors entitled to vote on a resolution that may be proposed at that meeting.
- (b) In determining whether a quorum for a meeting of Directors is present:
 - (i) where a Director has appointed an Alternate Director, that Alternate Director is counted if the appointing Director is not present;
 - (ii) where a person is present as Director and an Alternate Director for another Director, that person is counted separately provided that there is at least one other Director or Alternate Director present; and

- (iii) where a person is present as an Alternate Director for more than one Director, that person is counted separately for each appointment provided that there is at least one other Director or Alternate Director present.
- (c) A quorum for a meeting of Directors must be present at all times during the meeting.
- (d) If there are not enough persons to form a quorum for a meeting of Directors, one or more of the Directors (including those who have an interest in a matter being considered at that meeting) may call a general meeting of the Company and the general meeting may pass a resolution to deal with the matter.

7.6 Vacancies

In the event of any vacancy in the office of Director, the remaining Directors may hold a meeting of the Board to transact any business but if the number of such remaining Directors is not sufficient to constitute a quorum, they may only hold the meeting to:

- (a) increase the number of Directors (pursuant to Article 4.4) to a number sufficient to constitute a quorum; or
- (b) convene a General Meeting.

7.7 President as Chair

- (a) The President must (if present within 15 minutes after the time appointed for the holding of the meeting and willing to act) chair each meeting of Directors.
- (b) If:
 - (i) there is no President; or
 - (ii) the President is not present within 15 minutes after the time appointed for the holding of a meeting of Directors; or
 - (iii) the President is present within that time but is not willing to chair all or part of that meeting,

the Directors present must elect one of themselves to chair all or part of the meeting of Directors.

7.8 Resolutions of Directors

- (a) A resolution of Directors is passed if more votes are cast in favour of the resolution than against it.
- (b) Subject to Article 4.9 and this Article 7.8, each Director has one vote on a matter arising at a meeting of the Directors.
- (c) In determining the number of votes a Director has on a matter arising at a meeting of Directors:
 - (i) where a person is present as Director and an Alternate Director for another Director, that person has one vote as a Director and, subject to Article 4.7(e), one vote as an Alternate Director; and

- (ii) where a person is present as an Alternate Director for more than one Director, that person has, subject to Article 4.7(e), one vote for each appointment.
- (d) Subject to the Act, in case of an equality of votes on a resolution at a meeting of Directors, the chairperson of that meeting has a casting vote on that resolution in addition to any vote the chairperson has in his or her capacity as a Director in respect of that resolution.
- (e) A Director may request that votes be cast anonymously in relation to any resolution proposed in accordance with Article 1.6(a) of Schedule 6.

7.9 Committee of Directors

- (a) Subject to any restrictions in this Constitution or under the Act, the Board may delegate any of its powers to any Committee consisting of such number of Directors as the Board thinks fit.
- (b) Each Committee must exercise all of its powers in accordance with the directions (if any) of the Board, and any exercise by the Committee of any of its powers is deemed to have been an exercise of such power by the Board as a whole.
- (c) Each Committee may elect one of the Directors of the Committee to chair all the meetings of the Committee and, where the Committee comprises of one Director, that Director will be the chair. Where at any meeting of any Committee:
 - (i) such chair has not been elected; or
 - (ii) the chair is not present within 15 minutes after the time appointed for the holding of the meeting, or is unwilling to act,
 the Directors present at the meeting may elect one of their number to chair the meeting.
- (d) Each Committee may meet and adjourn as it thinks proper.
- (e) Subject to any requirements in this Constitution or the Act, any question arising at any Committee's meeting will be decided by a simple majority of votes of the Directors who are present at the meeting and entitled to vote in relation to the question.
- (f) In the case of an equality of votes at any Committee's meeting, the chair of the meeting has a casting vote in addition to any deliberative vote which the chair has.

8. Use of Facilities by Non-Members

The Board may at any time in its absolute discretion resolve to:

- (a) allow persons who are not Members to use the Facilities;
- (b) impose fees on the use of some or all of the Facilities by persons who are not Members; or
- (c) revoke or amend any resolution made in accordance with Article 8(a) or Article 8(b).

9. Operator

9.1 General

The Board may appoint an Operator or Operators for such period of time and on such terms as the Board thinks fit. Subject to the terms of any agreement entered into in a particular case, the Board may revoke any such appointment as it sees fit.

9.2 Remuneration of Operators

An Operator is entitled to receive (subject to the terms of any agreement entered into in a particular case) such remuneration as the Board determines, for services rendered.

9.3 Powers of Operators

- (a) The Board may confer on an Operator any of the powers exercisable by the Board (but not the power to delegate any powers delegated to it by the Board), and on any condition or with any restriction as the Board sees fit.
- (b) Subject to any agreement with an Operator, the Board may withdraw or vary any of the powers conferred on an Operator.
- (c) Subject to any restrictions under the Act, the Board may delegate the responsibility for the day to day management of any part or the whole of the Company's operations to an Operator.
- (d) Subject to any agreement with an Operator, an Operator must carry out the directions (if any) of the Board and report to the Board.

10. Financial Records and Reports

10.1 Financial Records

To the extent required under the Act, the Board must cause the Company to keep written financial records that:

- (a) correctly record and explain the transactions (including transactions undertaken in the capacity of trustee), financial position and performance of the Company; and
- (b) would enable true and fair financial statements to be prepared and audited.

10.2 Financial Reports to be tabled

- (a) Subject to any requirements or exemptions under the Act, the Board must ensure that the following documents are tabled before each AGM:
 - (i) any financial report of the Company;
 - (ii) any Directors' report;
 - (iii) any Auditor's report; and
 - (iv) any report prepared by an Operator,

in each case in respect of the last financial year that ended before the AGM. The reports must be prepared in accordance with the requirements (if any) under the Act.

- (b) Subject to any requirements or exemptions under the Act, the Board must on the Company's behalf report to all the Members in respect of every financial year that has ended, by sending to every Member either:
 - (i) copies of the Company's financial report, the Directors' report and the Auditor's report, each as referred to in Article 10.2(a), for that financial year; or
 - (ii) a concise report for that financial year prepared in accordance with section 314(2) of the Act,

by the earlier of 21 days before the next AGM after the end of that financial year, or four months after the end of that financial year.
- (c) Subject to any restrictions under the Act, any accidental omission to give a report pursuant to Article 10.2, or a non-receipt of such report by a Member, does not invalidate any of the proceedings of the AGM.

10.3 Members' Right to Inspect

- (a) The Board may decide, subject to any requirements under the Act, to what extent, at what time, at what place, and under what conditions the financial records, reports and other documents of the Company or any of them will be made available for the inspection of Members who are not Directors.
- (b) No Member has any right to inspect any record, report or document of the Company except:
 - (i) as provided by law;
 - (ii) as authorised by the Board; or
 - (iii) as authorised by the Company at a General Meeting.

11. Notices

11.1 Notice to Members

- (a) The Company may give Notice to a Member:
 - (i) in person;
 - (ii) by sending it by post to the address of the Member in the Register or the alternative address (if any) nominated by that Member;
 - (iii) by sending it to the fax number nominated by that Member;
 - (iv) by sending it in pdf or other format that is a scanned image of the original communication, including a handwritten signature, and attached to an email stating that the attachment is a communication under this Constitution sent to the email address (if any) nominated by that Member;
 - (v) if permitted by the Act, by sending it by other electronic means (if any) nominated by that Member; or
 - (vi) by any other means permitted by the Act.

- (b) Subject to the Act, a Notice to a Member is sufficient, even if:
 - (i) a Cessation Event occurs in respect of that Member; or
 - (ii) that Member is an externally administered body corporate,and regardless of whether or not the Company has notice of that event.
- (c) Any Notice required or allowed to be given by the Company to one or more Members by advertisement is, unless otherwise stipulated, sufficiently advertised if advertised once in a daily newspaper circulating in the states and territories of Australia.

11.2 Notice to Directors

The Company may give Notice to a Director or Alternate Director:

- (a) in person;
- (b) by sending it by post to the usual residential address of that person or the alternative address (if any) nominated by that person;
- (c) by sending it to the fax number (if any) nominated by that person;
- (d) by sending it in pdf or other format that is a scanned image of the original communication, including a handwritten signature, and attached to an email stating that the attachment is a communication under this Constitution sent to the email address (if any) nominated by that person; or
- (e) by any other means agreed between the Company and that person.

11.3 Notice to the Company

A person may give Notice to the Company:

- (a) by leaving it at the registered office of the Company;
- (b) by sending it by post to the registered office of the Company;
- (c) by sending it to the fax number at the registered office of the Company nominated by the Company for that purpose;
- (d) by sending it in pdf or other format that is a scanned image of the original communication, including a handwritten signature, and attached to an email stating that the attachment is a communication under this Constitution sent to the email address (if any) nominated by the Company for that purpose; or
- (e) by any other means permitted by the Act.

11.4 Time of service

- (a) A notice sent by post to an address within Australia is taken to be given:
 - (i) in the case of a notice of meeting, one Business Day after it is posted; or
 - (ii) in any other case, at the time at which the notice would be delivered in the ordinary course of post.

- (b) A notice sent by post or air-mail to an address outside Australia is taken to be given:
 - (i) in the case of a notice of meeting, 5 Business Days after it is posted; or
 - (ii) in any other case, at the time at which the notice would be delivered in the ordinary course of post.
- (c) A notice sent by air courier to a place outside Australia is taken to be given 2 Business Days after delivery to the air courier.
- (d) A notice sent by fax is taken to be given on the Business Day it is sent, provided that the sender's transmission report shows that the whole notice was sent to the correct fax number.
- (e) A notice sent by email is taken to be given at the time that it is sent, unless the party sending the email knows or reasonably ought to suspect that the email and the attached communication were not delivered to the addressee's domain specified in the email address, but if the time the notice is taken to be received is not on a Business Day or is after 5.00 pm, the communication is taken to be received at 9.00 am on the next Business Day.
- (f) If the Act permits a notice of meeting to be given to a Member by notifying the Member (using the nominated notification means of that Member):
 - (i) that the notice of meeting is available; and
 - (ii) how the Member may use the nominated access means of that Member to access the notice of meeting,

the notice of meeting is taken to be given on the Business Day after the day on which the Member is notified that the notice of meeting is available.
- (g) The giving of a notice by post, air-mail or air courier is sufficiently proved by evidence that the notice:
 - (i) was addressed to the correct address of the recipient; and
 - (ii) was placed in the post or delivered to the air courier.
- (h) A certificate by a Director or Secretary of a matter referred to in Article 11.4(g) is sufficient evidence of the matter, unless it is proved to the contrary.

11.5 Signatures

The Directors may decide, generally or in a particular case, that a notice given by the Company be signed by mechanical or other means.

12. Company distributions

12.1 No distributions to Members

- (a) Subject to Article 12.1(b), the Company must not make any distributions to any Members, whether by way of dividend or in respect of any surplus assets on winding up or otherwise.

- (b) Subject to Article 4.8, the Company may make the following payments to a Member of:
 - (i) reasonable remuneration to any Member in consideration for services rendered or goods supplied by that Member to the Company in the ordinary course of business;
 - (ii) interest at a reasonable rate on money borrowed by the Company from any Member;
 - (iii) reasonable rent for premises leased to the Company by any Member; or
 - (iv) any other reasonable amount of a similar character to those described in this Article 12.1(b).

12.2 Winding up

- (a) On a winding up of the Company, the Members must determine one or more bodies corporate, associations or institutions whose constituent documents satisfy the following requirements to whom the liquidator must give or transfer any surplus assets of the Company on winding up:
 - (i) requires it to pursue only objects similar to those in Article 1.7 and to apply its income in promoting those objects;
 - (ii) prohibits it from making distributions to its members to at least the same extent as in Article 12.1; and
 - (iii) if a company, prohibits it from paying fees to its directors and requires its directors to approve all other payments the company makes to its directors.
- (b) If there are no bodies corporate, associations or institutions which meet the requirements of Article 12.2(a), any surplus assets of the Company on winding up shall be given or transferred to one or more bodies corporate, associations or institutions (whether or not a Member or Members) determined by the Members by resolution at or before dissolution of the Company, the objects of which are the promotion of charity and gifts to which are allowable deductions under the Income Tax Assessment Act 1997 (Cth).
- (c) If the Members do not make a determination pursuant to Articles 12.2(a) or 12.2(b) for any reason, any surplus assets of the Company on winding up shall be given or transferred to one or more bodies corporate, associations or institutions meeting the requirements of either Article 12.2(a) or 12.2(b) selected by the Board, subject to Board obtaining court approval under the Act to exercise this power.

13. Liability of Members on Winding Up

If the Company is wound up, each Member undertakes to:

- (a) contribute an amount not exceeding \$1.00 to the property of the Company:
 - (i) at a time when that person is a Member; or
 - (ii) within one year of the time that person ceased to be a Member,
 for:

- (iii) payment of the debts and liabilities of the Company contracted before that person ceased to be a Member;
 - (iv) payment of the costs, charges and expenses of winding up the Company; and
 - (v) adjustment of the rights of the contributories among themselves; and
- (b) pay any other amounts due and payable to the Company under this Constitution including any outstanding Subscription Fees and Special Levies & Charges.

Schedule 1 - Classes of Membership

1. What types of Membership are there?

1.1 Classes of Membership

The Company is divided into the following Classes of Membership:

- (a) Foundation Member;
- (b) Owner Member; and
- (c) Resident Member.

1.2 Additional Classes and sub-categories of Membership

Subject to Article 5 of Schedule 3, the Company may at any time:

- (a) divide Memberships into such other categories, sub-categories or Classes of Members as the Company determines;
- (b) convert Memberships from one Class into another Class; or
- (c) create any other Class of Membership.

2. How many Members will the Company have?

2.1 Number of Members in each Class

- (a) Subject to any variation in accordance with Article 2.1(b) of this Schedule 1, the maximum number of persons the Company may admit as Members at any particular time into a particular Class of Membership is as follows:

Class of Membership	Number of Members
Foundation Members	One
Owner Members	The same number as there are Lots
Resident Members	Unlimited

- (b) The Board may, subject always to Article 5 of Schedule 3, vary the maximum number of Members permitted in any Class from time to time in its absolute discretion.

Schedule 2 - Membership Qualification

1. Who is entitled to become a Member?

1.1 General

Only persons who meet the respective Membership Qualification detailed in Article 1.2 of this Schedule 2 will be eligible to be Members of the relevant Class.

1.2 Membership Qualification

The eligibility criteria of the respective Classes of Membership are as follows:

(a) Foundation Member

Craigieburn Road Projects Pty Ltd ACN 144 703 346.

(b) Owner Member

(i) Subject to Article 1.2(b)(iv) of this Schedule 2, any person who:

- A. is, or is entitled to become, the registered proprietor of a Lot; and
- B. is, or is entitled to be, a member of any owners corporation created upon registration of any plan of subdivision in respect of the Rathdowne Project Land or any part of it, provided that owners corporation has entered into an agreement with the Company agreeing to contribute towards the costs of operating, repairing and maintaining the Facilities,

or, in lieu of and not in addition to a person who meets the eligibility criteria referred to in Article 1.2(b)(i)A and B of this Schedule 2 for a Lot, a Resident of that Lot nominated by that person.

(ii) A person who meets the eligibility criteria referred to in Article 1.2(b)(i)A and B of this Schedule 2 and who has nominated another person to become an Owner Member may revoke that nomination, in which case the former Nominee will cease to hold the relevant Membership Qualification, but only one nomination in any six month period will be permitted unless the Board resolves otherwise (which may be subject to any conditions determined by the Board including the payment of an administration fee in respect of each nomination made by that person).

(iii) For the purposes of Article 1.2(b) of this Schedule 2, a person is regarded as being:

- A. entitled to become the registered proprietor of a Lot if that person can satisfy the Board that they are in possession of an executed transfer of land capable of registration at the Victorian Land Registry that will enable them to be recorded as the registered proprietor (whether individually or jointly) of that Lot; or
- B. the registered proprietor of a Lot if that person can produce to the Board either:

- 1) the duplicate certificate of title for the Lot; or
- 2) a certified copy of a title search or search statement issued by the Victorian Land Registry,

identifying that person as the registered proprietor (whether individually or jointly) of the Lot.

- (iv) Only one Owner Membership is available per Lot. If more than one person is, or is entitled to become the registered proprietor of a Lot and to become a member of the relevant owners corporation (for example, in the case of joint ownership or a tenancy in common), the persons so entitled must nominate one of them, or one Resident, to become the Owner Member for that Lot.

(c) Resident Member

Any:

- (i) Resident; or
- (ii) Spouse or child (whether biological, adopted, step or otherwise) of an Owner Member or Nominee of an Owner Member who owns a Lot upon which construction of a residence has not yet commenced or been completed and in respect of which an occupancy permit has not yet been obtained.

Schedule 3 - Membership Rights and Obligations

1. Foundation Membership

1.1 Rights of the Foundation Member

- (a) The Foundation Member:
- (i) may nominate four natural persons as its Nominees to enjoy all of the rights and to be bound by all of the obligations associated with Foundation Membership; and
 - (ii) may revoke any nomination made in accordance with Article 1.1(a)(i) of this Schedule 3.
- (b) Subject to any By-laws and Rules made by the Company, the Foundation Member or any Nominee of the Foundation Member:
- (i) may use the Facilities, including any part of the Facilities as a land sales office until the Completion Date, provided that such use as a land sales office must not unduly interfere with other Members' rights to use the Facilities;
 - (ii) may promote the Developer and any of its Related Bodies Corporate via the Company's intranet site and noticeboards;
 - (iii) is entitled to such privileges as are provided by the Company for Members, their Guests and anyone else the Board admits to the Facilities;
 - (iv) may invite Guests to utilise or inspect the Facilities, but only in accordance with the criteria detailed in any By-law or Rule relating to Guests, and otherwise as the Board determines in its sole discretion;
 - (v) is entitled to participate in any activities coordinated by the Company for the benefit of Members; and
 - (vi) is entitled to participate in any Committee or other working group established by the Company under this Constitution for the purpose of managing or operating the Facilities, including the Members Committee.
- (c) The Board may in its absolute discretion permit the Foundation Member to nominate any person who does not qualify for nomination under this Article 2.1.
- (d) The Foundation Member has a right to vote at any General Meeting of the Company.

1.2 Obligations of the Foundation Member

- (a) Subject to any By-laws and Rules made by the Company, the Foundation Member:
- (i) must ensure that the Facilities are utilised by the Foundation Member's Nominees and their Guests in a manner which is not prejudicial to the interests of other Members, Guests or others using the Facilities with the approval of the Board and agrees to indemnify the Company against any claim for loss, damage, costs and expenses in this regard; and

- (ii) acknowledges and agrees that any use of the Facilities by the Foundation Member's Nominees and their Guests is strictly at the risk of the Foundation Member's Nominees and their Guests. The Company will not be held liable for any loss (including life) or damage in this regard.
- (b) Unless the Board determines otherwise, a Nominee of the Foundation Member under the age of 18 years cannot invite Guests to use the Facilities.
- (c) The Foundation Member is prohibited from selling, transferring, disclaiming, leasing or otherwise disposing of its Foundation Membership to any third party.

2. Owner Membership

2.1 Rights of an Owner Member

- (a) Subject to any By-laws and Rules made by the Company, each Owner Member which is an incorporated body:
 - (i) may nominate one natural person (being either a director, secretary or shareholder of the incorporated body) as its Nominee to enjoy all of the rights and to be bound by all of the obligations associated with Owner Membership; and
 - (ii) may revoke any nomination made in accordance with Article 2.1(a)(i) of this Schedule 3, but only one nomination in any twelve month period will be permitted unless the Board resolves otherwise (which may be subject to any conditions determined by the Board including the payment of an administration fee in respect of each nomination made by the Owner Member).
- (b) Subject to any By-laws and Rules made by the Company, each Owner Member or their Nominee:
 - (i) may use the Facilities;
 - (ii) is entitled to such privileges as are provided by the Company for Members, their Guests and anyone else the Board admits to the Facilities;
 - (iii) over the age of 18 years may invite Guests to utilise the Facilities, but only in accordance with the criteria detailed in any By-law or Rule relating to Guests, and otherwise as the Board determines in its sole discretion. Unless the Board determines otherwise or as otherwise permitted in accordance with this Constitution:
 - A. the Owner Member may only invite four Guests in total to utilise the Facilities on any one occasion accompanied by the Owner Member; and
 - B. any particular Guest may only utilise the Facilities a maximum of three times per year;
 - (iv) is entitled to participate in any activities coordinated by the Company for the benefit of Owner Members; and

- (v) is entitled to participate in any Committee or other working group established by the Company under this Constitution for the purpose of managing or operating the Facilities, including the Members Committee.
- (c) The Board may in its absolute discretion permit an Owner Member to nominate any person who does not qualify for nomination under this Article 2.1.

2.2 Obligations of an Owner Member

- (a) Subject to any By-laws and Rules made by the Company, each Owner Member:
 - (i) must ensure that the Facilities are utilised by that Owner Member and their Guests in a manner which is not prejudicial to the interests of other Members, Guests or others using the Facilities with the approval of the Board and agrees to indemnify the Company against any claim for loss, damage, costs and expenses in this regard; and
 - (iii) acknowledges and agrees that any use of the Facilities by that Owner Member and their Guests is strictly at the risk of that Owner Member and their Guests. The Company will not be held liable for any loss (including life) or damage in this regard.
- (b) Unless the Board determines otherwise, an Owner Member under the age of 18 years cannot invite Guests to use the Facilities.
- (c) An Owner Member is prohibited from selling, transferring, disclaiming, leasing or otherwise disposing of its Owner Membership to any third party. However, if the Owner Member's Lot is sold, the Owner Member's Membership will be cancelled and the purchaser of the Lot (and if more than one, one of them) or their Nominee will be entitled to become an Owner Member.
- (d) An Owner Member does not have a right to vote at any General Meeting until the Completion Date.

3. Resident Membership

Each Resident Member is entitled to all of the rights and privileges, and is bound by all of the obligations of an Owner Member (as detailed in Article 2 of this Schedule 3) subject to the following:

- (a) A Resident Member is not entitled to nominate any person to enjoy the rights of Resident Membership instead of the Resident Member.
- (b) A Resident Member's rights to invite Guests is subject to the right of the Owner Member for the Resident Member's Relevant Lot to invite Guests, the intent being that a maximum of four Guests per Lot will be entitled to utilise the Facilities on any one occasion.
- (c) A Resident Member is entitled to attend, but is not entitled to vote at any General Meeting, whether before or after the Completion Date.

4. Summary of Membership Rights and Obligations

Attached at the end of this Schedule 3 is a table which summarises the main rights and obligations applicable to each Class of Membership.

5. Variation of Classes and Class rights

- (a) Subject to the Act, Article 1.1 of Schedule 5 and the terms of Membership of a particular Class of Members, the Company may vary or cancel rights of Members of that Class if a resolution is passed by 75% of Members of the Company to that effect and:
 - (i) the resolution is also passed by 75% of the Members included in that Class; or
 - (ii) the written consent of Members who are entitled to at least 75% of the votes that may be cast in respect of Members of that Class is obtained to the variation or cancellation.
- (b) The provisions in this Constitution concerning meetings of Members (with the necessary changes) apply to a meeting held under Article 5(a) of this Schedule.
- (c) Despite anything else in this Article 5, a Foundation Member may not use its rights to vote at meetings of Members to change its rights and obligations as set out in Article 1 of this Schedule 3 prior to the Completion Date.

6. By-Laws and Rules

A person who becomes a Member agrees to observe and perform the provisions of this Constitution including any By-laws and Rules made pursuant to it.

Summary of Membership Rights and Obligations

Member	RIGHTS						OBLIGATIONS	
	Use Facilities	Vote (after the Completion Date)	Invite Guests	Appoint Nominee to enjoy certain rights of appointing Member	Participate in Committees	Pay Subscription Fee	Pay Special Levies and Charges	
Foundation Member	Yes	Yes (and before the Completion Date)	Yes	Yes	Yes	No	No	
Owner Member	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Resident Member	Yes	No	Yes	No	Yes	No	No	

Schedule 4 - Applications for Membership

1. How do you apply for Membership?

1.1 Who may apply for Membership?

- (a) Subject to Article 1.1(b) of this Schedule 4 and the applicable Membership Qualification, any person may apply to become a Member.
- (b) The Company may only issue:
 - (i) an Owner Membership to a person who meets the eligibility criteria specified in Schedule 2 for an Owner Member; and
 - (ii) a Resident Membership to a person who meets the eligibility criteria specified in Schedule 2 for a Resident Member.

1.2 Application for Membership

- (a) An applicant for Membership must sign and deliver to the Company an application in the form which the Board determines from time to time.
- (b) An Application Form lodged with the Company constitutes an irrevocable offer by the Applicant to be issued with a Membership of the type applied for.
- (c) Where an Applicant is incorporated, it must identify in its Application Form a natural person as its representative in respect of all matters under this Constitution or otherwise which must be done or complied with in relation to Membership, and the representative must also sign the Application Form.
- (d) Where an Applicant is under the age of 18 years, the Applicant's parent or Guardian must sign and deliver the Company an Application Form on behalf of the Applicant.
- (e) The Company will determine whether an Applicant may become a Member of the Class or sub-category of Class to which they have applied to be admitted.
- (f) The Company is not required to give any reason for the rejection or approval of any Application.
- (g) If an Application is accepted, the Company will:
 - (i) give written notice of the acceptance to the Applicant; and
 - (ii) enter in the Register:
 - A. the Applicant's name;
 - B. the Class of Membership to which the Applicant has been admitted and, if applicable, any relevant sub-category of that Class of Membership;
 - C. the names of the Applicant's Nominee (if applicable); and
 - D. the date on which the Applicant became a Member.

- (h) If an Application to become a Member is rejected, the Company will give notice of the rejection to the Applicant.
- (i) A determination of an Application to become a Member is not invalid if the Company does not comply with Articles 1.2(g) or 1.2(h) of this Schedule 4.
- (j) Despite anything else in this Article 1.2, the Company may not reject an Application for Foundation Membership, Owner Membership or Resident Membership from a person who holds the relevant Membership Qualification for Foundation Membership, Owner Membership or Resident Membership, as the case may be.

1.3 When does a person become a Member?

A person will not become a Member until such time that:

- (a) the person's name and address is entered into the Register; and
- (b) all Membership Fees due and payable by that person have been paid.

1.4 Ownership of Membership

- (a) Unless required under the Act or recognised in this Constitution, the Company will not recognise any person as holding any Membership upon any trust or as an agent or in any other representative capacity.
- (b) Subject to any requirements of the Act or recognised in this Constitution, the Company is not bound by or compelled in any way to recognise:
 - (i) any equitable, contingent, future or partial interest in any Membership;
or
 - (ii) any other right in respect of any Membership,whether or not the Company has notice of such interest or such right.

1.5 Certificates of Membership

- (a) The Company may issue to each Member, free of charge, a Certificate evidencing that person as a Member and their Class of Membership.
- (b) The Company may issue a replacement Certificate if:
 - (i) the Company receives and cancels the existing Certificate; or
 - (ii) the Company is satisfied that the existing Certificate is lost or destroyed, and the Member pays any fee in respect of the replacement Certificate as the Board resolves.

Schedule 5 - Fees

1. Fees and other payments

1.1 Determination of Fees

The Board may, subject to any other provision in this Constitution:

- (a) determine the amount of Subscription Fees and Special Levies & Charges; and
- (b) determine when and in what circumstances the Subscription Fees and Special Levies & Charges are payable.

1.2 Payment of Fees

- (a) The Company may determine Fees payable for one or more Classes or sub-categories of Classes of Membership for different amounts and at different times but not between Members of the same:
 - (i) Class, if there are no sub-categories of that Class of Membership; or
 - (ii) sub-category within a Class, if there are sub-categories of that Class of Membership.
- (b) The Company may extend the time for payment of Fees by notice in writing.
- (c) The Company must give Members at least 20 Business Days' notice of the due date for payment of and the commencement of Fees.
- (d) A notice of Fees must be in writing and specify the amount of the Fee, the due date for payment of the Fee and the manner in which payment of the Fee must be made.
- (e) A Fee determination is not invalid if either or both a Member does not receive notice of the Fee or the Company does not give notice of the Fee to a Member, but Article 1.2(c) of this Schedule 5 applies in relation to the due date for payment of a Fee.
- (f) A Member must pay to the Company the amount of each Fee payable by the Member on or by the date and in the manner specified in the notice of the Fee.
- (g) Subject to Article 1.2(c) of this Schedule 5, if a Fee is payable in one or more fixed amounts on one or more fixed dates, the Member must pay to the Company those amounts on those dates.
- (h) The Company may make rules governing the payment of fees.

1.3 Interest on late payments

- (a) Subject to Article 1.2(c) of this Schedule 5, a Member must pay to the Company:
 - (i) interest at the rate specified in Article 1.8 of this Schedule 5 on any amount referred to in Article 1.1 of this Schedule 5 which is not paid on or before the time appointed for its payment, from the time appointed for payment to the time of the actual payment; and
 - (ii) expenses incurred by the Company because of the failure to pay or late payment of that amount.

1.4 Waiver of fees

The Board may waive payment of all or any part of an amount payable under Article 1.1 of this Schedule 5.

1.5 Subscription Fees

- (a) Each Owner Member must pay a Subscription Fee at such intervals as the Board determines which may be, without limitation, quarterly, bi-annually or yearly in advance.
- (b) Subject to Article 1.5(c) and Article 1.5(d) of this Schedule, the Subscription Fees payable by Members referred to in Article 1.5(a) of this Schedule 5 will be determined by the Board from time to time having regard to the costs of operating and maintaining the Facilities (including any fees payable to an Operator) and the costs of operating the Company.
- (c) The Subscription Fees payable by an Owner Member referred to in this Article 1.5 may be discounted or deferred by the Board in its sole discretion.
- (d) The Board in its sole discretion may increase the Subscription Fees for any Class of Membership or sub-category within a Class of Membership at any time during a Membership Year with effect from the commencement of the next Membership Year.

1.6 Special Levies & Charges

Each Owner Member must pay to the Company any Special Levies & Charges imposed under Article 1.1 of this Schedule 5.

1.7 Company payments on behalf of a Member

- (a) A Member or, if the Member is deceased, the Member's Personal Representative, must indemnify the Company against any liability which the Company has under any law to make a payment (including payment of a tax) in respect of that Member.
- (b) A Member or, if the Member is deceased, the Member's Personal Representative, must pay to the Company immediately on demand:
 - (i) the amount required to reimburse the Company for a payment referred to in Article 1.7(a) of this Schedule 5; and
 - (ii) pay to the Company interest at the rate specified in Article 1.8 of this Schedule 5 on any amount referred to in Article 1.1 of this Schedule 5 paid by the Company, from the date of payment by the Company until and including the date the Company is reimbursed in full for that payment.
- (c) The powers and rights of the Company under this Article 1.7 are in addition to any right or remedy that the Company may have under the law which requires the Company to make a payment referred to in this Article 1.7.
- (d) The Company may waive any or all of its rights under this Article 1.7.

1.8 Interest

- (a) A person must pay interest under this Article 1.8 to the Company:

- (i) at a rate the Board resolves; or
 - (ii) if the Board does not resolve, at a rate per annum which is 2% above the rate at the time being fixed under section 2 of the Penalty Interest Rates Act 1983 (Vic).
- (b) Interest payable to the Company under this Article 1.8 accrues daily.
- (c) The Company may capitalise interest payable under this Article at any interval as the Board resolves.

2. GST

2.1 Interpretation

Expressions used in this Article and in the GST Act have the same meanings as when used in the GST Act.

2.2 GST exclusive amount

Except where this Constitution states otherwise, each amount payable by a party ("**Recipient**") in respect of a taxable supply by the other party ("**Supplier**") shall be expressed as a GST exclusive amount and the Recipient must, in addition to that amount and at the same time, pay to the Supplier the GST payable in respect of the supply.

2.3 Creditable acquisition

An amount payable by a Recipient in respect of a creditable acquisition by a Supplier from a third party must not exceed the sum of the value of the Supplier's acquisition and the additional amount payable by the Recipient under Article 2.2 of this Schedule 5 on account of the Supplier's GST liability.

2.4 Tax invoice

A party is not obliged, under Article 2.2 of this Schedule 5, to pay the GST on a taxable supply to it until given a valid tax invoice for the supply.

Schedule 6 - Transfer, Transmission, Suspension, Cancellation and Reinstatement of Memberships

1.1 No transfers

The rights of a Member are not transferable whether by operation of law or otherwise.

1.2 Transmission of Membership

On the death of any Owner Member who is registered as proprietor of a Lot:

- (a) the surviving proprietor of the Relevant Lot, where the deceased was a joint proprietor; or
- (b) the Personal Representative, where the deceased was the sole proprietor or a proprietor as tenant in common of the Relevant Lot,

is entitled to apply for Owner Membership of the Company in consequence of cancellation of the deceased's Owner Membership upon producing such information as is required by the Board. Despite any recognition of the surviving proprietor in respect of a joint tenancy of the Relevant Lot, the estate of the deceased is not released from any liability in respect of such Owner Membership.

1.3 Suspension of Membership

The Board may suspend a Membership for any period of time it determines if, at any time:

- (a) the Board forms the view that the Member to which that Membership relates has acted in a way unbecoming of a Member;
- (b) the Member owes any money to the Company for a period of at least 90 days including, without limitation in relation to unpaid Subscription Fees and Special Levies & Charges; or
- (c) the Member breaches any provision of this Constitution.

A Member will be ineligible to vote at any meeting of the Company during the period of suspension.

1.4 Ceasing to be a Member

- (a) A person will cease to be a Member if:
 - (i) the Member resigns in accordance with Article 1.5 of this Schedule 6;
 - (ii) the Member is expelled under Article 1.6 of this Schedule 6; or
 - (iii) a Cessation Event occurs in respect of the Member.
- (b) The estate of a deceased Member is not released from any liability in respect of that person being a Member.

1.5 Resignation

- (a) A Member may resign as a Member by giving the Company notice in writing.
- (b) Unless the notice provides otherwise, a resignation by a Member takes effect immediately on the giving of that notice to the Company.

1.6 Expulsion

- (a) Subject to Article 1.6(b) of this Schedule 6, the Company may expel a Member and remove the Member's name from the Register by a resolution of the Board if:
- (i) an Expulsion Event occurs in respect of the Member; and
 - (ii) the Company gives that Member at least 10 Business Days' notice in writing:
 - A. stating the Expulsion Event and stating that the Member is liable to be expelled; and
 - B. informing the Member of a right under Article 1.6(b) of this Schedule 6.
- (b) Before the passing of any resolution under Article 1.6(a) of this Schedule 6, a Member is entitled to give the Board and the Board shall receive, either orally or in writing, any explanation or defence of the stated Expulsion Event the Member may think fit.
- (c) If a resolution is passed under Article 1.6(a) of this Schedule 6, the Company must give that Member notice in writing of the expulsion within 10 Business Days of the resolution.
- (d) A Member may by notice in writing to the Company within 10 Business Days of receipt of the notice referred to in Article 1.6(c) of this Schedule 6, request that a resolution under Article 1.6(a) of this Schedule 6 be reviewed by the Company at the next general meeting.
- (e) If a request under Article 1.6(d) of this Schedule 6 is made, the Company must propose at the next general meeting of the Company that a resolution be moved to overturn the expulsion and reinstate the Membership of the Member concerned.
- (f) A resolution under Article 1.6(e) of this Schedule 6 must be passed by at least 51% of the votes cast by Members entitled to vote on the resolution.
- (g) A Board resolution under Article 1.6(a) of this Schedule 6 takes effect:
- (i) if the Member does not give a notice under Article 1.6(d) of this Schedule, on the date of the resolution; or
 - (ii) if the Member gives a notice under Article 1.6(d) of this Schedule, on the date (if any) the resolution is not overturned by a general meeting of the Company.
- (h) The Company may reinstate an expelled Member on any terms and at any time as the Board resolves, including a requirement that all amounts due but unpaid by the expelled Member are paid prior to that person's reinstatement as a Member.

1.7 No refunds to expelled Members

A Member who is expelled by resolution of the Board and who does not have their expulsion overturned by a general meeting of the Company is not entitled to any refund of Fees paid by that Member to the Company.

1.8 Reinstatement

The Board may, at any time and under any conditions it determines (including the payment of a reinstatement fee), and without giving reasons, reinstate the Membership of a Member following suspension or expulsion under Articles 1.3 and 1.6 of this Schedule 6 respectively.

Schedule 7 - Definitions and interpretation

1. Definitions

In this Constitution:

"**Act**" means the Corporations Act 2001 (Commonwealth);

"**AGM**" means an Annual General Meeting as referred to in Article 3.3;

"**Alternate Director**" means a person for the time being holding office as an alternate director of the Company under Article 4.7;

"**Applicant**" means a person who wishes to apply for Membership in accordance with the terms of this Constitution;

"**Application**" means any application for Membership involving the lodgement of a duly completed Application Form with the Company;

"**Application Form**" means the Membership application form prescribed by the Board as referred to in Article 1.2(a) of Schedule 4;

"**Auditor**" means any and all auditors of the Company for the time being as appointed in accordance with the Act;

"**Board**" means all of the Directors for the time being of the Company or such number of them as having authority to act for the Company in accordance with this Constitution;

"**Business Day**" means a day except a Saturday, Sunday or public holiday in Melbourne;

"**By-laws and Rules**" means by-laws and rules made by the Board pursuant to Article 6.1(d)(v);

"**Certificate**" means any Membership certificate or card issued by the Company in accordance with Article 1.5 of Schedule 4;

"**Cessation Event**" means:

- (a) if a Member ceases to satisfy the Membership Qualification;
- (b) if a Member is an individual:
 - (i) death, bankruptcy or insolvency of that Member; or
 - (ii) that Member becoming of unsound mind or becoming a person whose property is liable to be dealt with under a law about mental health; or
- (c) if a Member is a body corporate, the deregistration of that Member under the laws of the jurisdiction of its registration;

"**Class**" means a class of Membership referred to in Article 1.1 of Schedule 1;

"**Committee**" means any committee comprised of any number of Directors or other persons, as provided in this Constitution, and includes the Members Committee;

"**Company**" means Club Rathdowne Limited;

"Completion Date" means the date which is two years after settlement of the sale of the last Lot by a Developer, or such earlier date as the Foundation Member nominates;

"Constitution" means this Constitution as amended, substituted or supplemented which shall, if required for the purposes of the Liquor Control Reform Act, constitute the rules of the Company;

"Developer" means any one or more of:

- (a) Craigieburn Road Projects Pty Ltd ACN 603 586 456;
- (b) Craigieburn Road Wollert Holdings Pty Ltd ACN 616 544 962;
- (c) Villawood Wollert No. 7 Pty Ltd ACN 604 687 881;
- (d) any Related Body Corporate of Craigieburn Road Projects Pty Ltd ACN 603 586 456, Craigieburn Road Wollert Holdings Pty Ltd ACN 616 544 962 or Villawood Wollert No. 7 Pty Ltd ACN 604 687 881; and/or
- (e) any successor of Craigieburn Road Projects Pty Ltd ACN 603 586 456, Craigieburn Road Wollert Holdings Pty Ltd ACN 616 544 962 or Villawood Wollert No. 7 Pty Ltd ACN 604 687 881;

"Directors" means the directors of the Company for the time being and, where the context permits, includes an Alternate Director;

"Domestic Relationship" means the relationship between two people who are living together as a couple on a genuine domestic basis irrespective of gender;

"Expulsion Event" means, in respect of a Member:

- (a) the Member has intentionally, recklessly or negligently breached a provision of this Constitution;
- (b) the conduct of the Member, in the opinion of the Directors, is unbecoming of the Member or prejudicial to the interests or reputation of the Company;
- (c) any Fees payable by the Member remain unpaid for a period of 10 Business Days after their due date for payment and the Member fails to make a suitable arrangement with the Company in respect of the payment of all outstanding amounts;
- (d) the Member is, or any step is taken for the Member to become, either an insolvent under administration or an externally administered body corporate; or
- (e) the Member, following a period of suspension under Article 1.3 of Schedule 6, continues to act in a manner unbecoming of a Member;

"Facilities" means facilities constructed by or on behalf of the Developer for use by Members and others, and:

- (a) includes, without limitation, a residents' club incorporating a café, gymnasium, resort style play pool, outdoor lap pool, function room, family lounge, outdoor garden and play areas; and
- (b) may include by agreement with the Company:

- (i) fixtures fittings and equipment necessary for the operation and management of the Facilities, including but not limited to gymnasium equipment and furniture; and
- (ii) particular energy efficiency measures;

"Fees" means the fees and levies referred to in Article 1.1 of Schedule 5, including Subscription Fees and Special Levies & Charges;

"Foundation Member" means a Member who is registered as having a Foundation Membership;

"Foundation Membership" means the Membership of a Foundation Member having the rights, privileges and prohibitions specified in Article 1 of Schedule 3, and the obligations set out in the remaining parts of this Constitution;

"General Meeting" means any meeting of Members or of any Class of Members and, where the context permits, includes an AGM;

"GST" has the same meaning as ascribed to that term in the GST Act;

"GST Act" means A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth);

"Guest" means, in relation to a Member or Nominee, a guest of that Member or Nominee who is invited by the Member or Nominee to use the Facilities in the presence of the Member or Nominee (except in the case of a tenant of a Relevant Lot who need not be in the presence of the Member or Nominee) as determined by the Board and in accordance with this Constitution, and who is otherwise deemed acceptable by the Board to use the Facilities in its sole and absolute discretion;

"Lease" means any lease entered into between either the Developer or the Owners Corporation as Lessor and the Company as lessee in respect of the Property;

"Legal Costs" of a person means legal costs incurred by that person in any action for a Liability of that person;

"Lot" means a lot derived from the Rathdowne Project Land upon which one permanent non-transportable private residence is constructed (or is to be constructed) and which is used (or is to be used) primarily for the purpose of a residence and for domestic and ancillary purposes thereto;

"Liability" of a person means any liability incurred by that person as an officer of the Company or a subsidiary of the Company;

"Liquor Control Reform Act" means the Liquor Control Reform Act 1998 (Victoria);

"Member" means a person whose name is entered in the Register as a member of the Company as a Foundation Member, Owner Member or Resident Member and excludes a Nominee of a Member;

"Members Committee" means any committee of Members established in accordance with Article 6.6;

"Membership" means membership in the Company, and includes Foundation Membership, Owner Membership and Resident Membership;

"Membership Qualification" means, for the purposes of Foundation Membership, Owner Membership or Resident Membership, the eligibility criteria specified in Schedule 2;

"Membership Year" means a period commencing on 1 July and finishing on 30 June the following year;

"Nominee" means a person (subject to approval by the Board) nominated in accordance with this Constitution by a Foundation Member or Owner Member under the terms of this Constitution as that Member's nominee who is entitled to enjoy the rights and privileges, and in return is subject to the prohibitions and is bound by the obligations of a Foundation Member or Owner Member (as applicable), under this Constitution (other than, in the case of a Nominee of a Foundation Member, in respect of the payment of the Subscription Fee and Special Levies & Charges);

"Notice" means a notice given pursuant to, or for the purposes of, this Constitution or the Act;

"Officer" of the Company has the same meaning as given in the Act;

"Operator" means any person who for the time being holds the office of operator pursuant to Article 9 of this Constitution and if there is more than one Operator, each of them;

"Owner Member" means a Member who is registered as having an Owner Membership;

"Owner Membership" means the Membership of an Owner Member having the rights, privileges and prohibitions specified in Article 1 of Schedule 3, and the obligations set out in the remaining parts of this Constitution;

"Owners Corporation" means Owners Corporation No. 1 on PS 828150P;

"Personal Representative" means the legal personal representative, executor or administrator of the estate of a deceased person;

"Prescribed Notice" means 21 days or any shorter period of notice for a meeting allowed under the Act;

"Property" means the land identified and marked "Club Facility" on the plan attached as Annexure A;

"Rathdowne Project Land" means:

- (a) 430 Craigieburn Road, Wollert in the State of Victoria more particularly described in Certificate of Title volume 09254 folio 933;
- (b) 440 Craigieburn Road, Wollert in the State of Victoria more particularly described in Certificate of Title volume 11185 folio 407;
- (c) 450 Craigieburn Road, Wollert in the State of Victoria more particularly described in Certificate of Title volume 11185 folio 406;
- (d) 355 Vearings Road, Wollert in the State of Victoria more particularly described in Certificate of Title volume 09254 folio 932;

but excluding any part of that land that the Developer is not, does not become, or has not been, registered or entitled to be registered as proprietor of;

"Relevant Lot" means, in respect of:

- (e) each Owner Member, the Lot which that Member owns or resides; and
- (f) each Resident Member, the Lot at which the Resident Member resides;

"Register" means the register of Members kept under the Act and, where appropriate, includes any branch register;

"Registered Office" means the registered office of the Company;

"Related Body Corporate" has the same meaning as in the Act;

"Relevant AGM" means the second AGM following the Completion Date;

"Relevant Officer" means a person who is, or has been, a Director, Secretary or public officer of the Company;

"Resident" means a person:

- (a) whose principal place of residence is the Relevant Lot; and
- (b) who resides at the Relevant Lot not less than 75% of the time in any given year (or such other period of time as the Board determines in its absolute discretion).

"Secretary" means a person appointed as, or to perform the duties of, company secretary of the Company for the time being;

"Special Levies & Charges" means, in relation to a Member, the special levies and charges referred to in Article 1.6 of Schedule 5, which are imposed by the Board for Special Purposes;

"Special Purposes" means any purposes determined by the Board including, without limitation, capital works and maintenance of the Facilities, special projects and any unexpected expenses of the Company arising out of an act of God (including floods, fires, droughts, storms, earthquakes, vermin, insects and other pests);

"Special Resolution" has the meaning given to that term under the Act;

"Spouse" means a person to whom an Owner Member or nominee of that Owner Member is married or with whom an Owner Member or nominee of that Owner Member is in a Domestic Relationship;

"Subscription Fee" means the annual subscription fee determined by the Board in accordance with Article 1.5 of Schedule 5;

"Resident Member" means a Member who is registered as having a Resident Membership; and

"Resident Membership" means the Membership of a Resident Member having the rights, privileges and prohibitions specified in Article 3 of Schedule 3, and the obligations set out in the remaining parts of this Constitution.

2. Interpretation

- (a) In this Constitution:
 - (i) a reference to a meeting of Members includes a meeting of any Class of Members;
 - (ii) a Member is taken to be present at a meeting of Members if the Member is present in person or by proxy, attorney or representative;
 - (iii) a reference to something being **"written"** or **"in writing"** includes that thing being represented or reproduced in any mode in a visible form; and

- (iv) where a notice or document is required by this Constitution to be signed, that notice or document may be authenticated by any other manner permitted by the Act or any other law, instead of being signed.
- (b) In this Constitution, headings are for convenience only and do not affect interpretation, and unless the context indicates a contrary intention:
 - (i) words importing the singular include the plural (and vice versa);
 - (ii) words indicating a gender include every other gender;
 - (iii) the word "**person**" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
 - (iv) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and
 - (v) the word "**includes**" in any form is not a word of limitation.
- (c) Unless the context indicates a contrary intention, in this Constitution:
 - (i) a reference to an Article or a schedule is to an article or a schedule of this Constitution;
 - (ii) a reference in a schedule to a Article is to a Article of that schedule;
 - (iii) a schedule is part of this Constitution; and
 - (iv) a reference to this Constitution is to this Constitution (and where applicable any of its provisions) as modified or repealed from time to time.
- (d) Unless the context indicates a contrary intention, in this Constitution, a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it.
- (e) Unless the context indicates a contrary intention:
 - (i) an expression in a provision of this Constitution that deals with a matter dealt with by a provision of the Act has the same meaning as in that provision of the Act; and
 - (ii) an expression in a provision of this Constitution that is defined in section 9 of the Act has the same meaning as in that section.

3. Exercise of powers

Where this Constitution confers a power or imposes a duty, then, unless the contrary intention appears, the power may be exercised and the duty must be performed from time to time as the occasion requires.

4. Enforcement and invalid provisions

- (a) Each Member submits to the non-exclusive jurisdiction of the courts of the state or territory in which the Company is taken to be registered for the purposes of the Act, the Federal Court of Australia and the courts competent to determine appeals from those courts with respect to any proceedings that may be brought at any time relating to this Constitution.
- (b) If at any time any provision of this Constitution is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, then that does not affect or impair:
 - (i) the legality, validity or enforceability in that jurisdiction of any other provision of this Constitution; or
 - (ii) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Constitution.

Annexure A - Plan of Property



LEGEND

Club Facility

Notes: This design is conceptual only and is subject to further approval.
Road data is shown for indicative only.

Subdivision Concept Plan (Club Facility)



Rathdowne | Craigieburn Rd, Wollert 3750

Drawing No:	002247118	Revision:	1	Date:	16.02.2019
Drawn By:	RM	Checked By:	MYL	Approved by:	MYL



Scale: 1:500 @ A4



Annexure B

CLAYTON UTZ

Residents' Club Agreement

Club Rathdowne Limited (ACN 632 420 798)

Company

Owners Corporation No. 1 PS 803931Y

Owners Corporation

INFORMATION ONLY

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Residents' Club Agreement made on

2019

Parties

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

("Company")

Owners Corporation No. 1 PS 803931Y
of Level 1, 6 Riverside Quay, Southbank, Victoria 3006

("Owners Corporation")

Background

- A. The Company intends to enter into a lease of Land on which Facilities are to be constructed.
- B. The Company will agree in accordance with the Lease to make the Facilities available to owners and residents of lots affected by certain owners corporations.
- C. The Owners Corporation wishes the Facilities to be made available to owners and Residents of Lots affected by the Owners Corporation.
- D. Subject to the Owners Corporation agreeing to pay fees to the Company in accordance with this Agreement, the Company has agreed to make membership of the Company available to owners and Residents of Lots affected by the Owners Corporation in accordance with the terms of the Constitution.

Operative provisions

1. Definitions and interpretations

1.1 Definitions

In this Agreement:

Business Day means any day (except a Saturday, Sunday or public holiday) on which banks are open for business in Melbourne, Victoria;

Constitution means the constitution of the Company, as amended from time to time;

Facilities means the facilities to be constructed on the Land, and includes the Residents' Clubhouse;

GST means any consumption, goods and services or value added tax, by whatever name called, imposed, levied or collected by any Federal or State Government which operates at any time or times during the Term or any renewal or overholding of the Lease including, without limitation, GST as defined in the GST Act and any replacement tax;

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

Land means part of the Rathdowne Project Land generally in the location shown hatched on the plan attached as Annexure A.

Lease means the proposed lease by the Company of the Land.

Lot means a lot derived from the Rathdowne Project Land upon which one permanent non-transportable private residence is constructed (or is to be constructed) and which is used (or is

to be used) primarily for the purpose of a residence and for domestic and ancillary purposes thereto;

Operating Commencement Date means the date upon which the Residents' Clubhouse and associated facilities are opened and made available to:

- (a) members of the Owners Corporation; and
- (b) other persons authorised to use the Residents' Clubhouse and associated facilities in accordance with the constitution of the Company;

Owner Member means an Owner Member of the Company, as defined in the Constitution;

Rathdowne Project Land means:

- (a) 430 Craigieburn Road, Wollert in the State of Victoria more particularly described in Certificate of Title volume 09254 folio 933;
- (b) 440 Craigieburn Road, Wollert in the State of Victoria more particularly described in Certificate of Title volume 11185 folio 407;
- (c) 450 Craigieburn Road, Wollert in the State of Victoria more particularly described in Certificate of Title volume 11185 folio 406;
- (d) 355 Vearings Road, Wollert in the State of Victoria more particularly described in Certificate of Title volume 09254 folio 932;

Resident means a person:

- (a) whose principal place of residence is a Lot; and
- (b) who resides at that Lot not less than 75% of the time in any given year (or such other period of time as the Board of the Company determines in its absolute discretion); and

Residents' Clubhouse means that part of the Land which is to be used as a recreational clubhouse incorporating a café, gymnasium, resort style play pool, outdoor lap pool, function room, family lounge, outdoor garden and play areas, together with all improvements located on that land.

1.2 Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (a) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
- (b) "**person**" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (c) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;

- (d) a reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (e) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (f) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (g) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Agreement, and a reference to this Agreement includes all schedules, exhibits, attachments and annexures to it;
- (h) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (i) "includes" in any form is not a word of limitation; and
- (j) a reference to "\$" or "dollar" is to Australian currency.

2. Membership of Company

The Company at its cost must make membership of the Company available to owners and Residents of Lots affected by the Owners Corporation in accordance with the terms of the Constitution, subject to payment of fees by the Owners Corporation in accordance with clause 3 and the Constitution of the Company from time to time.

3. Fees

3.1 Owners Corporation to pay Fees

- (a) In consideration of the Company making membership of the Company available to owners and Residents of Lots affected by the Owners Corporation in accordance with **Clause 2**, the Owners Corporation must pay to the Company, on and from the Operating Commencement Date, an amount equal to the aggregate of:

$$A \times B$$

where in each year (or part thereof):

A is the amount equal to the annual subscription fee payable by an Owner Member of the Company under the Constitution for that year (or part thereof); and

B is the number of Lots affected by the Owners Corporation for that year (or part thereof).

- (b) Subject to **Clause 3.1(c)**, the payment required under **Clause 3.1(a)** must be made by the Owners Corporation within thirty (30) days of the Owners Corporation receiving a written demand from the Company to do so.
- (c) The Company may make demands for partial payment of the amount due under this **Clause 3.1** 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 Owners Corporation under this **Clause 3.1**, exceeds the aggregate of:

C x 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 Company under the Constitution for that year (or part thereof); and

D is the number of Lots affected by the Owners Corporation for that year (or part thereof).

3.2 Exclusion of Owners Corporation Members

- (a) The Company may exclude any member of the Owners Corporation who is a member of the Company and/or their guests and/or Residents of the Lot or Lots owned by that member from accessing the Facilities if the Owners Corporation or the Owners Corporation Manager has notified the Company that the Owners Corporation member has not paid their Owners Corporation fees.
- (b) Nothing in **Clause 3.2(a)** affects the primary obligation of the Owners Corporation to pay fees to the Company in accordance with **Clause 3.1**.

4. Maintenance

- (a) The Company agrees to maintain, or procure the maintenance of:
 - (i) any landscaping within the Rathdowne Project Land for which the Owners Corporation is responsible at the request of the 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 of the Owners Corporation.
- (b) In addition to the payment required in **Clause 3**, the Owners Corporation must pay to the Company the reasonable cost of any maintenance requested in accordance with **Clause 4(a)** within 30 days of receiving a written demand from the Company to do so.

5. GST

5.1 Interpretation

Expressions used in this clause and in the GST Act have the same meanings as when used in the GST Act.

5.2 GST exclusive amount

Except where this Agreement states otherwise, each amount payable by a party ("Recipient") under this Agreement in respect of a taxable supply by the another party ("Supplier") is

expressed as a GST exclusive amount and the Recipient must, in addition to that amount and at the same time, pay to the supplier the GST payable in respect of the supply.

5.3 Creditable Acquisition

An amount payable by a Recipient in respect of a creditable acquisition by a Supplier from a third party must not exceed the sum of the value of the Supplier's acquisition and the additional amount payable by the Recipient under **Clause 5.2** on account of the Supplier's GST liability.

5.4 Tax Invoice

A party is not obliged, under **Clause 5.2**, to pay the GST on a taxable supply to it under this Agreement, until given a valid tax invoice for the supply.

6. General

6.1 Entire agreement

To the extent permitted by law, in relation to its subject matter, this Agreement:

- (a) embodies the entire understanding of the Parties, and constitutes the entire terms agreed by the Parties; and
- (b) supersedes any prior written or other agreement of the Parties.

6.2 Obligations falling on a non-Business Day

Any moneys falling due on a date other than a Business Day shall be paid on the next succeeding Business Day without interest or any other amount being payable in respect of the period from but not including the date on which the moneys fell due for payment up to and including the next succeeding Business Day.

6.3 Partnership Negatived

Nothing contained in this Agreement shall be deemed or construed by the Parties or any third party as creating the relationship of partnership or of principal and agent or of a joint venture between the Parties.

6.4 Amendments

This Agreement may only be varied by a document signed by or on behalf of each party.

6.5 Governing law

This Agreement is governed by and must be construed according to the law applying in Victoria.

6.6 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of Victoria, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Agreement; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings

have been brought in an inconvenient forum, if that venue falls within **Clause 6.6(a)**.

6.7 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this Agreement by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this Agreement.
- (b) A waiver or consent given by a party under this Agreement is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of a term of this Agreement operates as a waiver of another breach of that term or of a breach of any other term of this Agreement.

6.8 Further acts and documents

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this Agreement.

6.9 Severance

If at any time a provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

6.10 Signature of Documents

Each party shall and shall procure each of its servants and agents to sign execute and deliver all such documents instruments and writings and shall do and shall procure to be done all such other acts and things as may be necessary or desirable to give full effect to this Agreement.

6.11 Consents

Save where otherwise specifically provided in this Agreement, where, the doing or executing of any act matter or thing by one party is dependent or conditional upon the consent or approval or opinion or satisfaction of the other party, such consent approval or opinion (as the case may be) shall be obtained in writing prior to the doing or executing of the applicable act matter or thing.

6.12 Consents

A consent required under this Agreement from a party may not be unreasonably withheld, unless this Agreement expressly provides otherwise.

6.13 Assignment

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior consent of each other party.

6.14 Expenses

Except as otherwise provided in this Agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this Agreement.

6.15 Binding on each signatory

This Agreement binds and is enforceable against each party despite:

- (a) any other party not executing this Agreement or its execution being defective in any way; or
- (b) any obligation or liability of any other party under this Agreement not binding, or not being enforceable against, that party for any reason.

6.16 Notices

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Agreement:

- (a) must be in writing;
- (b) must be addressed as follows (or as otherwise notified by that party to each other party from time to time):

Company

Name: Club Rathdowne Limited
Address: Level 1, 6 Riverside Quay, Southbank 3006
Fax:
For the attention of:

Owners Corporation

Name: Owners Corporation No. 1 PS 803931Y
Address: Level 1, 6 Riverside Quay, Southbank 3006
Fax:
For the attention of:

- (c) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
- (d) must be delivered by hand or posted by prepaid post to the address, or sent by fax to the number, of the addressee, in accordance with **Clause 6.16(b)**; and
- (e) is taken to be received by the addressee:
 - (i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;
 - (ii) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail;
 - (iii) (in the case of fax) at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent; and

(iv) (in the case of delivery by hand) on delivery,

but if the communication is taken to be received on a day that is not a working day or after 5.00 pm, it is taken to be received at 9.00 am on the next working day ("working day" meaning a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally, in the place to which the communication is posted, sent or delivered).

INFORMATION ONLY

Executed as a deed.

**Executed by Club Rathdowne Limited
ACN 632 420 798** in accordance with
section 127 of the Corporations Act by or in
the presence of:

(Signature of Secretary/other Director)

(Name of Secretary/other Director in full)

(Signature of Director or Sole Director and Secretary)

(Name of Director or Sole Director and Secretary in full)

**Executed by Owners Corporation No. 1
PS 803931Y:**

INFORMATION ONLY

This deed is made on the _____ day of _____ 2025

Between: **Craigieburn Road Projects Pty Ltd ACN 603 586 456** of Level 1, 6 Riverside Quay,
Southbank Vic 3006 ("Vendor")

and: **Danny Achilleas Charalambous and Krystal Yvonne Pavli** of 3 Hayley Court,
Mill Park VIC 3082 ("Purchaser")

and: _____ ("New Purchaser")

Background:

- A. By a contract dated 28 September 2021 the Vendor sold to the Purchaser land at 78 Merryvale Drive, Rathdowne, Wollert being Lot 1615 on plan of subdivision PS819166Y (the **Contract**).
- B. The Contract required the Purchaser to procure a proposed purchaser, disposee or transferee to enter into a deed with the Vendor whereby the proposed purchaser, disposee or transferee agreed to comply with the Purchaser's obligations under the Contract.
- C. The Purchaser wishes to transfer its interest in the Land to the New Purchaser.
- D. The Vendor granted its consent to the transfer on the following terms and conditions.

Now it is agreed as follows:

1. The New Purchaser hereby jointly and severally agrees with the Vendor that:
 - a. It will assume the Purchaser's obligations under the Contract and that the covenants, conditions and stipulations in favour of the Vendor shall be binding upon the New Purchaser as fully and effectually and in the same manner and to the same extent as if the New Purchaser was a party to the Contract and named therein.
 - b. It is aware of and agrees that where the Vendor owns any land adjoining the Land that the Vendor's contribution towards the cost of constructing any dividing fence is \$1.00.
 - c. If the New Purchaser sells, transfers or otherwise deals with its interest in the Land at any time prior to construction of the dwelling (as defined in the Contract), the New Purchaser will require any purchaser or transferee from the New Purchaser to execute a further acknowledgement in favour of the Vendor on the same terms as are set out in this Deed.
2. The parties agree that the time for the New Purchaser to commence construction of the dwelling house referred to in special condition 12.7 of the Contract is within 12 months of the settlement date of the sale to the New Purchaser. The Purchaser and New Purchaser agree to maintain the vacant Lot and ensure the grass is kept at a low level and free of rubbish pending the commencement of construction of the dwelling house.
3. The Purchaser acknowledges and agrees that, notwithstanding the transfer of the Land to the New Purchaser, it shall continue to be bound to the Vendor to perform its obligations under the Contract and acknowledges that if any are breached it may be liable to pay damages and legal costs to the Vendor.
4. Subject to the above the Vendor consents to the transfer by the Purchaser to the New Purchaser of the Purchaser's interest in the Land on the terms and conditions contained in this deed.
5. The costs of and incidental to the negotiation, preparation, execution and stamping of this deed fixed at \$490.60 including GST shall be payable by the New Purchaser.

6. This deed may be executed in a number of counterparts and, if so executed, the counterparts will be taken together to constitute one deed.
7. The parties agree that this deed may be signed electronically in accordance with the Electronic Transactions (Victoria) Act 2000.
8. This deed shall commence from the date first hereinbefore written.

Executed as a deed

Executed by Craigieburn Road Projects Pty Ltd)
 ACN 603 586 456 by its Attorney Janelle Maree)
 Brown under Power of Attorney dated 10 November) Janelle Maree Brown
 2016 in the presence of:)

.....
 Witness

Signed sealed and delivered by Danny Achilleas)
 Charalambous in the presence of:)
)

.....
 Witness

Signed sealed and delivered by Krystal Yvonne Pavli)
 in the presence of:)
)

.....
 Witness

Signed sealed and delivered by)
)
 in the presence of:)

.....
 Witness

Signed sealed and delivered by)
)
 in the presence of:)

.....
 Witness

