

Contract of Sale of Real Estate*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address **36 BANK STREET, WOLLERT VIC 3750**

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:

..... on/...../2024

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

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)

SIGNED BY THE VENDOR:

..... on/...../2024

Print names(s) of person(s) signing: **RAMANRAI JEET SINGH RANDHAWA and CHARANPREET KAUR**

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction;
- 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.

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

A substantial period of time may elapse between the day on which you sign

the contract of sale and the day on which you become the registered proprietor of the lot.

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

Particulars of sale

Vendor's estate agent

Name:	Harcourts Rata & Co		
Address:	1/337 Settlement Road, Thomastown VIC 3074		
Email:	sold@rataandco.com.au		
Tel:	Mob:	Fax:	Ref: Aman Verma

Vendor

Name:	RAMANRAI JEET SINGH RANDHAWA and CHARANPREET KAUR		
Address:			
ABN/ACN:			
Email:			

Vendor's legal practitioner or conveyancer

Name:	National Conveyancing Group			
Address:	32 Ravenhall Way, Ravenhall VIC 3023 PO Box 3334, Caroline Springs VIC 3023			
Email:	manpreet@nationalconveyancinggroup.com.au			
Tel:	0432 605 070	Fax:	DX:	Ref: KS:972

Purchaser

Name:			
Address:			
ABN/ACN:			
Email:			

Purchaser's legal practitioner or conveyancer

Name:			
Address:			
Email:			
Tel:	Fax:	DX:	Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12465 Folio 806	2429	PS 819166Y

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

Property address

The address of the land is: 36 Bank Street, Wollert VIC 3750

Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

All fixed floor coverings, fixtures and fittings of a permanent nature as inspected.

Payment (general condition 11)

Price	\$				
Deposit	\$	_____	by	_____	(of which \$ _____ has been paid)
Balance	\$	_____			payable at settlement

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 on

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

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

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 the lease are*:

(*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

*residential tenancy agreement for a fixed term ending on

OR

*periodic residential tenancy agreement determinable by notice

OR

*lease for a term ending on _____ with _____ options to renew, each of _____ years.

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)-**NOT APPLICABLE AT AUCTION**

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

Lender:

Loan amount: \$0.00

Approval date:

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

special conditions

Special Conditions

Instructions: it is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

Special condition 1 – Acceptance of title

General condition 12.4 is added:

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.

*Special condition 1B – Foreign resident capital gains withholding

*This special condition applies to contracts entered into on or after 1 July 2016.

- 1B.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 special condition unless the context requires otherwise.
- 1B.2 Every vendor under this contract is a foreign resident for the purposes of this special 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.
- 1B.3 This special 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 is or will have a market value of \$2 million or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).
- 1B.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.
- 1B.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 in this special condition; and
 - (b) ensure that the representative does so.
- 1B.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 special 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 special condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 1B.7 The representative is taken to have complied with the obligations in special condition 1B.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.
- 1B.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.
- 1B.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.
- 1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

Special Conditions – cont.

Special condition 2 – Electronic Conveyancing

EC

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that 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*.
- 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 2 ceases to apply from when such a notice is given.
- 2.3 Each party must:
 - (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
 - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. 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 of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
 - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 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 mistaken payment and to recover the mistaken payment.
- 2.9 The vendor must before settlement:
 - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 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. PURCHASER'S GENERAL ACKNOWLEDGMENTS

The Purchaser/s acknowledges that they have inspected the property and chattels prior to the day of sale. They agree that they are purchasing and will accept delivery of the property and chattels in their present condition and shall make no claim in relation to the condition of the property and chattels and will indemnify and keep indemnified the vendor for any claim arising out of the property or the chattels. The vendor has no way of knowing of any factors at any time prior to his acquisition of the property and makes no warranties nor representations as to any matter not personally known to him

4. Planning and Restrictions

The purchaser buys subject to any restriction imposed as to the use under any order, plan, Town Planning Acts or Schemes, permit, overlay, regulation or by-law contained in or made pursuant to the provision of any legislation or requirement made by any authority to control or restrict the use of land. Any such restriction shall not affect the validity of this contract nor shall they constitute a defect. No such restriction shall constitute a defect in the Vendor's title and the purchaser shall not be entitled to any compensation from the Vendor in respect thereof. Any warranties or representations with respect to the use of the said land or any part thereof are hereby expressly excluded and negated.

5. Entire Agreement and No representations

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this contract.

The Purchaser agrees that he is not relying upon any representation made by or on behalf of the Vendor to the purchaser or a representative of the Purchaser and that the Purchaser is relying upon his own enquiries made before signing this contract.

6. Building and Goods

6.1 The Purchaser acknowledges and declares that he has purchased the property as a result of his own inspections and enquiries of the property and all buildings and structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the Vendor or his consultants or any agents or servants notwithstanding anything to the contrary herein contained or bylaw otherwise provided or implied and it is agreed that the Purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said buildings or structures.

6.2 The Purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the Vendors Title and the Purchaser shall not claim any compensation whatsoever from the Vendor, nor require the Vendor to comply with any one or more of those laws or regulations or to carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors.

6.3 The Purchaser/s acknowledges that they has inspected the property and chattels prior to the day of sale. They agree that they are purchasing and will accept delivery of the property and chattels in their present condition and shall make no claim in relation to the condition of the property and chattels and will indemnify and keep indemnified the vendor for any claim arising out of the property or the chattels.

7. Deposit

The deposit payable hereunder shall be ten per centum (10%) of the purchase price.

8. Auction

The property may be offered for sale by auction, subject to the vendor's reserve price. The Rules and Information Sheet for the conduct of the auction shall be as set out in the Schedules of the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

9. Guarantee

If a company purchases the property:

- (a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
- (b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

10. FIRB Approval

If the named purchaser or the nominated purchaser is a foreign person within the meaning of the *Foreign Acquisitions and Takeovers Act 1975* (as adopted and amended from time to time) then the purchaser warrants to the vendor

that they have received approval from the Foreign Investment Review Board of the Commonwealth of Australia (FIRB Approval) and shall be deemed to be in default under this Contract unless a copy of the FIRB Approval letter is provided for the named purchaser and/or the nominated purchaser on the earlier of seven days from the date of sale or within seven days from the date the contract becomes unconditional or simultaneously with the Nomination Form (whichever is the earlier date). The named purchaser and or the nominated purchaser hereby warrant that they will comply with this special condition and all of their obligations to obtain approval to acquire the land hereby sold, as required by law and shall indemnify and keep indemnified the vendor for any loss and damages including consequential loss, and costs and expenses incurred by the vendor as a result of the vendor having relied on this warranty when entering into this contract. The Vendor shall retain an equitable interest in the land hereby sold until all loss and damages including consequential loss, and costs and expenses incurred by the vendor are paid by the party that breached this special condition.

11. Nomination

General Condition 18 is replaced with the following:

If the named Purchaser chooses to nominate a substitute or additional purchaser the named Purchaser shall remain personally liable for the due performance and observance of all the named Purchaser's obligations under this contract and it shall be a condition precedent to such nominations that:

- (a) The Purchasers representative shall not submit any nomination documents to the Vendors representative where the nominated Purchaser is still required to seek approval from the Foreign Investment Review Board (FIRB);
- (b) The named Purchaser shall have the substituted purchaser sign an approved Nomination Form and provide the executed form to the Vendor's representative - at least 14 days before settlement;
- (c) If the nominated purchaser or one or more of them is an incorporated body, then the nominated Purchaser shall deliver a personal guarantee to the Vendor's representative signed by all the directors of the said incorporated body;
- (d) The nominated purchaser acknowledges that the vendor will incur additional conveyancing costs due to the Purchaser's nomination as the Vendor's Conveyancer will be required to (among other tasks) check the validity of the nomination, update their system records and re prepare the notices of disposition. The Nominee therefore agrees to pay the Vendors Representatives legal costs for administration in the sum of \$250.00 by way of adjustment at Settlement.

12 . Default Interest & Costs Payable

- a) General Condition 26 is amended by inserting 6% instead of 2%.
The said interest shall be calculated from the due date herein provided for the payment of the said money until such money is paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity for any notice in writing.
- b) The purchaser hereby agrees that reasonable costs of each default is the sum of \$990.00 including GST, payable to the vendor's representative.
- c) Should settlement be rescheduled after all parties have accepted a scheduled booking on the same day, the purchaser further acknowledges to pay \$330.00 including GST for each rescheduled settlement at settlement should the fault be of their own, bank or representative payable to the vendors representative.

13. Identity

The Purchaser admits that the Land as offered for sale and inspected by the Purchaser is identical to that described in the Title particulars in the Vendors Statement herewith. The Purchaser agrees not to make any requisition or claim any compensation for any alleged misdescription of the land or deficiency in the area or measurements or call upon the Vendor to amend title or bear all or any part of the cost of doing so.

14. Breach

General Condition 25 is amended by adding the following new paragraph at the end of the condition. 'The purchaser acknowledges that the following items constitute a reasonable foreseeable loss', the Vendor will or may suffer the following losses and expenses which the Purchaser would be required to pay in addition:

- a) Expenses payable by the Vendor under any existing loans secured over the property or other property of the vendor associated with this settlement including interest payable by the vendor.
- b) The vendor's legal costs and additional conveyancing expenses incurred due to the breach; including the cost of issuing any Default Notice prepared and served on the Purchaser agreed at a sum of \$990.00 including GST to the vendor's representative, per service.
- c) All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance;
- d) Legal costs and expenses as between the Vendor and its Solicitor and/or conveyancer;
- e) Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase;
- f) Accommodation and removalist expenses that are additionally incurred as a result of the Purchaser's delay with settlement.

15. Notice

General Condition 21 is replaced with the following:

- 21.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is 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 the responsibility where action is required before settlement, at the vendors discretion.

19. Non payment of the whole or part of the deposit

The failure to pay the deposit or any part thereof on the due date shall be a fundamental breach of the contract. Furthermore the contract may be immediately terminated by the vendor at his option. If the contract is terminated, the deposit paid is forfeited to the vendor.

General Condition 27 shall not apply where the deposit or part of the deposit is not paid when it is due.

20. Swimming Pools and Smoke Alarms

20.1 The Vendor makes no representation and accepts no responsibility concerning compliance of swimming pools or spas with the minimum standards of the Building Regulations 1994. The purchaser is advised that Regulation 5.13 requires that pools or spas have barriers installed to restrict access by some children to the swimming pool, within 30 days if the date of completion of the Contract, or, in the case of a terms contract, after the purchaser becomes entitled to possession or to the receipt of rents and profits.

20.2 The Vendor makes no representations and accepts no responsibility concerning compliance with the Building Regulations 1994 requirement for smoke alarms. The purchaser is advised that Regulation 5.14 of the Building Regulations 1994 requires that all dwelling and or units be fitted with self-contained smoke alarms within 30 days of settlement.

21. Building report- NOT APPLICABLE AT AUCTION

- 21.1 The purchaser may end this contract within 7 days from the day of sale if the purchaser:

- (a) obtains a written report from a registered building practitioner which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not in then in default.

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

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

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

22. Pest report- NOT APPLICABLE AT AUCTION

22.1 The purchaser may end this contract within 7 days from the day of sale if the purchaser:

- a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation;
- b) gives the vendor a copy of the report and a written notice ending this contract; and
- c) is not in then in default.

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

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

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

23. Finance: NOT APPLICABLE AT AUCTION

If this contract is subject to finance, the purchaser must provide the Vendor's Legal Representative with written notice as to whether the Purchaser's finance application has or has not been unconditionally approved. Where a purchaser's application for finance has not been approved, the Purchaser may end this contract by notice in writing and must provide a letter from an Authorized Banking Institution stating the decline has been issued. General Condition 14.2(c) does not apply to this contract.

If the Purchaser fails to notify the vendor as required, or if further extensions are not granted by the Vendor, the Vendor may terminate the Contract. A letter from mortgage broker/mobile lender is not sufficient in this regard.

24. If settlement is rescheduled due to the Purchaser, the Purchaser shall pay the Vendor's Conveyancer an amount of \$330 Inc GST for each and every rescheduled settlement, such additional amount or amounts to be paid at the rescheduled settlement.

25. Adjustments- Adjustment must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 3 business days prior to the due date of settlement and any failure to do so, will cause the Purchasers to pay administration fee to the Vendors representative of \$220 for the delay in receiving Statement of Adjustments.

26. OFFICE CLOSURE

The Vendor's conveyancer's office will be closing for the 2024/2025 Christmas Period.

Should the due date for settlement as stipulated in the Particulars of Sale fall between 21 December 2024 and 10 January 2025 (inclusive), this Special Condition shall prevail and have the effect of altering the due date for settlement to read 13 January 2025. Neither party shall have any recourse against the other or shall be entitled to make any claim, requisition or request for compensation should the due date for settlement be required to be changed to 13 January 2025.

Furthermore, should the due date for any special conditions, including but not limited to purchaser's loan approval, building and pest inspections and/or representative review of the contract (or any extensions thereto), fall between 21 December 2024 and 10 January 2025 (inclusive), this Special Condition shall prevail and have the effect of altering the due date for such condition to read 13 January 2025. Neither party shall have any recourse against the other or shall be entitled to make any claim, requisition or request for compensation should the due date for conditions/approvals be required to be changed to 13 January 2025.

CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

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

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 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 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 the 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 -
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) 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) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 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 any personal property —
- (a) that -
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 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 -
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 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 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 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 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'.

- 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 10.00 a.m. and 4.00 p.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 or 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) 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 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
- 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 of 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 a going concern and the supply (or 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 adjustment 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 the service of any demand, notice or document by 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 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.

GUARANTEE and INDEMNITY

I/We, of

and of

being the **Sole Director / Directors** of ACN
 (called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)

Print Name.....)

in the presence of:)

Witness.....)

Director (Sign)

SIGNED SEALED AND DELIVERED by the said)

Print Name.....)

in the presence of:)

Witness.....)

Director (Sign)

SECTION 32

STATEMENT

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	RAMANRAI JEET SINGH RANDHAWA and CHARANPREET KAUR
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Property:	36 Bank Street, Wollert VIC 3750
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VENDORS REPRESENTATIVE

National Conveyancing Group
32 Ravenhall Way, Ravenhall VIC 3023
PO Box 3334
CAROLINE SPRINGS VIC 3023

Tel: 0432 605 070

Email: manpreet@nationalconveyancinggroup.com.au

Ref: KS:972

SECTION 32 STATEMENT
36 Bank Street, Wollert VIC 3750

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

Their total does not exceed \$6000.00

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- None to the Vendors knowledge

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

32C LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

SECTION 32 STATEMENT
36 Bank Street, Wollert VIC 3750

(d) PLANNING

Planning Scheme: Whittlesea Planning Scheme
Responsible Authority: Whittlesea City Council
Zoning: See attached certificate
Planning Overlay/s: See attached certificate

32D NOTICES

The Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

Is contained in the attached Certificate/s.

32F OWNERS CORPORATION

Attached is a copy of the current Owners Corporation Certificate issued in respect of the land together with all documents and information required under section 151 of the *Owners Corporations Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

- (1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –
- land that is to be transferred under the agreement.
 - land on which works are to be carried out under the agreement (other than Crown land).
 - land in respect of which a GAIC is imposed

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Available

SECTION 32 STATEMENT
36 Bank Street, Wollert VIC 3750

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate any account with a service provider before settlement, and the purchaser may need to have the service reconnected.

32I TITLE

Attached are the following document/s concerning Title:

A copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

ATTACHMENTS

Attached to this Section 32 Statement please find:-

- All documents noted as attached within this Section 32 Statement
- **Due Diligence Checklist**

DATE OF THIS STATEMENT

/ /20

Name of the Vendor

RAMANRAI JEET SINGH RANDHAWA and CHARANPREET KAUR

Signature/s of the Vendor

x

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

Due Diligence Checklist



What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

INFORMATION ONLY

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

VOLUME 12465 FOLIO 806

Security no : 124120767802D
Produced 18/12/2024 03:05 PM

LAND DESCRIPTION

Lot 2429 on Plan of Subdivision 819166Y.
PARENT TITLE Volume 12437 Folio 209
Created by instrument PS819166Y Stage 8 06/04/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
CHARANPREET KAUR
RAMANRAI JEET SINGH RANDHAWA both of 36 BANK STREET WOLLERT VIC 3750
AX597582T 21/12/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY512529T 18/10/2024
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD
COVENANT PS819166Y 06/04/2023

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

AGREEMENT Section 173 Planning and Environment Act 1987
AW189370U 21/10/2022

DIAGRAM LOCATION

SEE PS819166Y FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AY509701C (E)	NOMINATION OF ECT TO LC	Completed	18/10/2024
AY512528V (E)	DISCHARGE OF MORTGAGE	Registered	18/10/2024
AY512529T (E)	MORTGAGE	Registered	18/10/2024

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 36 BANK STREET WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 18/10/2024



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

Page 2 of 2

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS819166Y
OWNERS CORPORATION 2 PLAN NO. PS819166Y

DOCUMENT END

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Document Type	Plan
Document Identification	PS819166Y
Number of Pages (excluding this cover sheet)	46
Document Assembled	18/12/2024 15:04

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PS 819166Y

EASEMENT INFORMATION

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

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



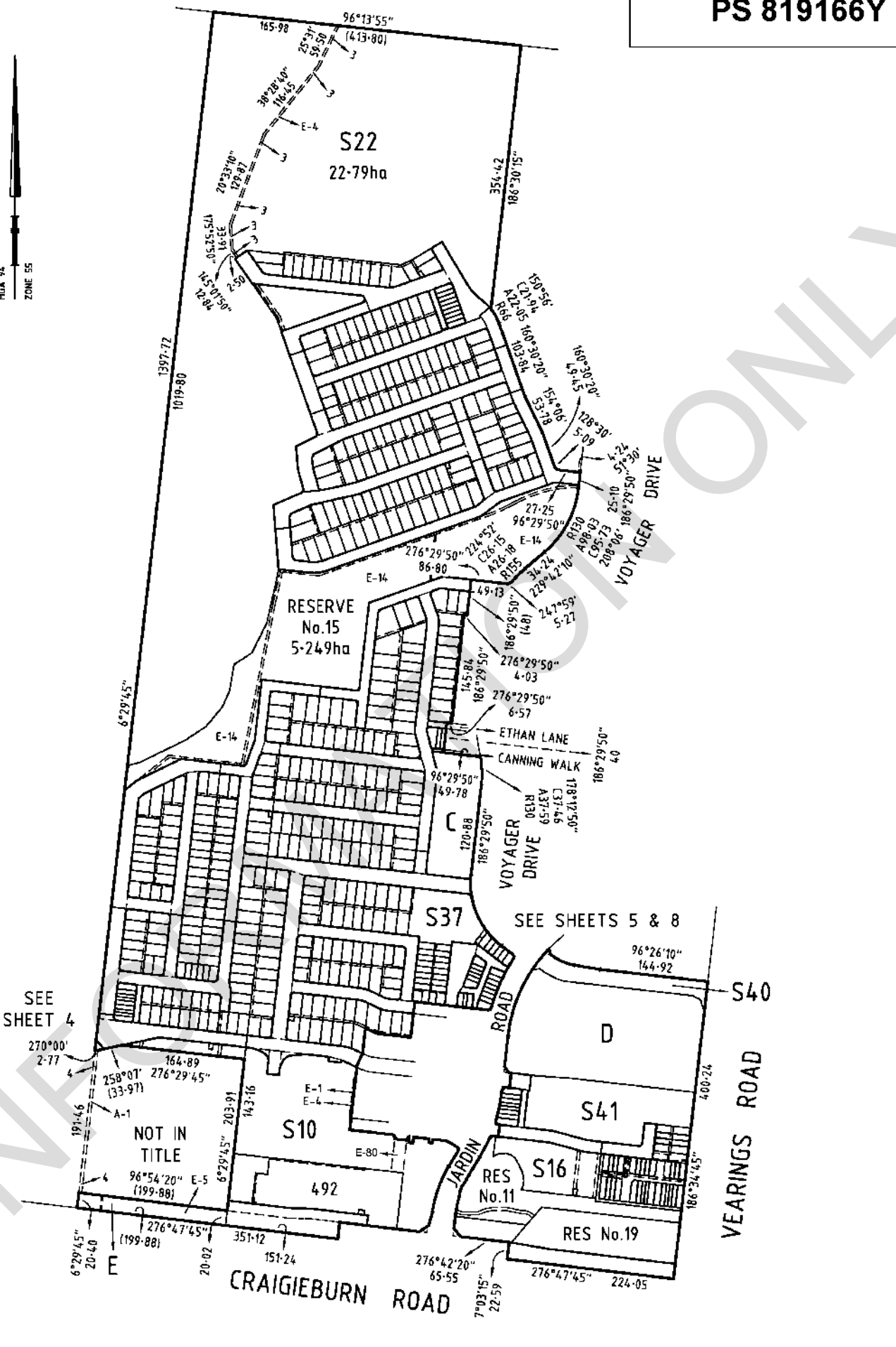
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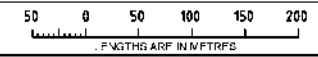
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PS 819166Y



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SCALE
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 SIZE A3

SHEET 3

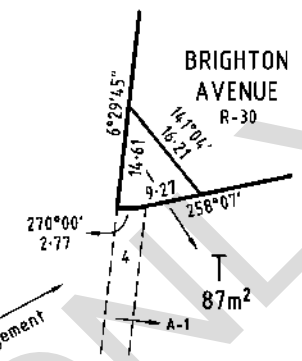
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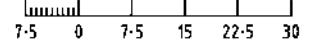


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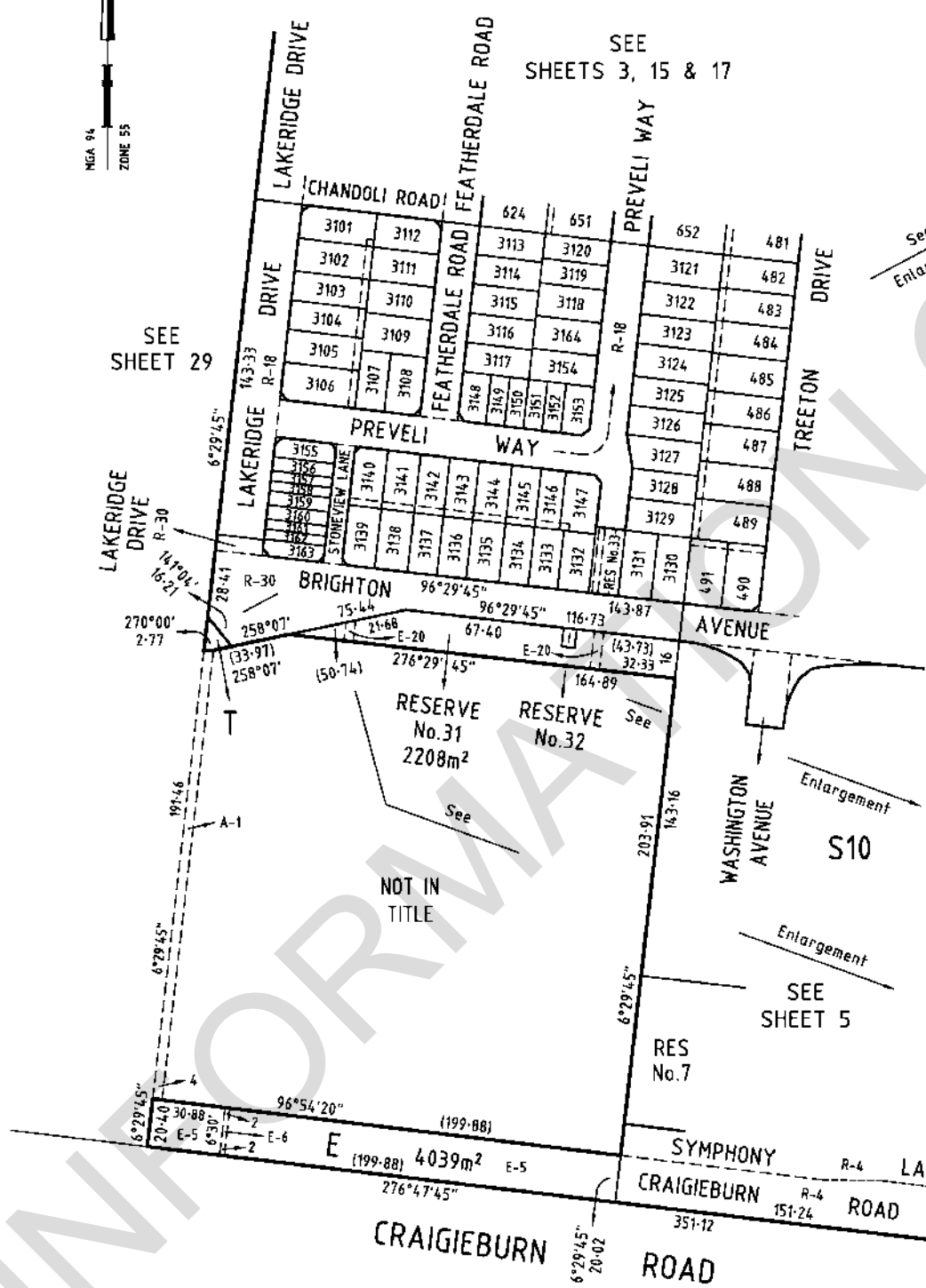
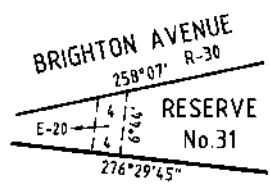
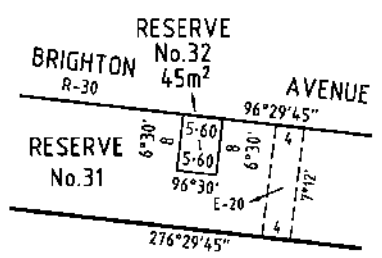
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SEE SHEET 9



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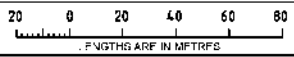
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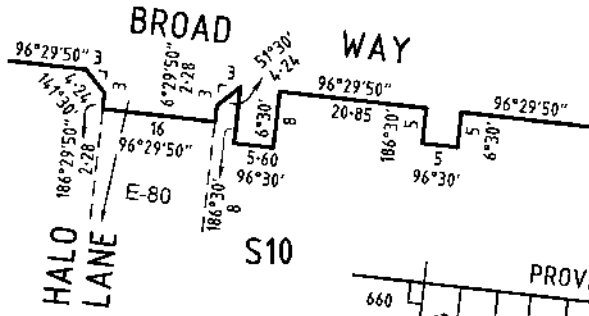


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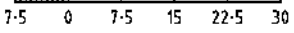
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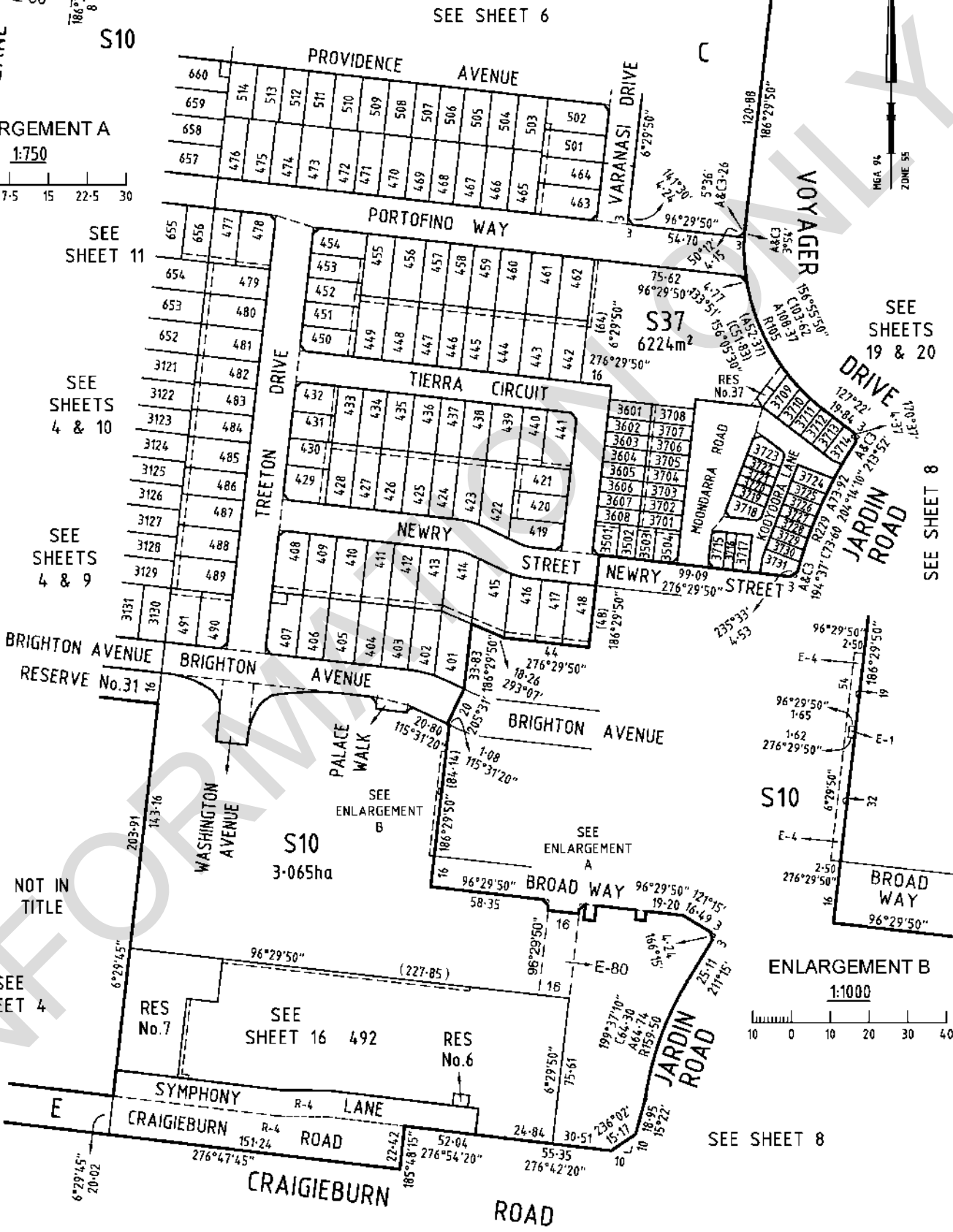
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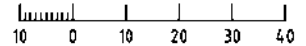
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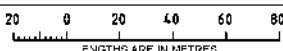


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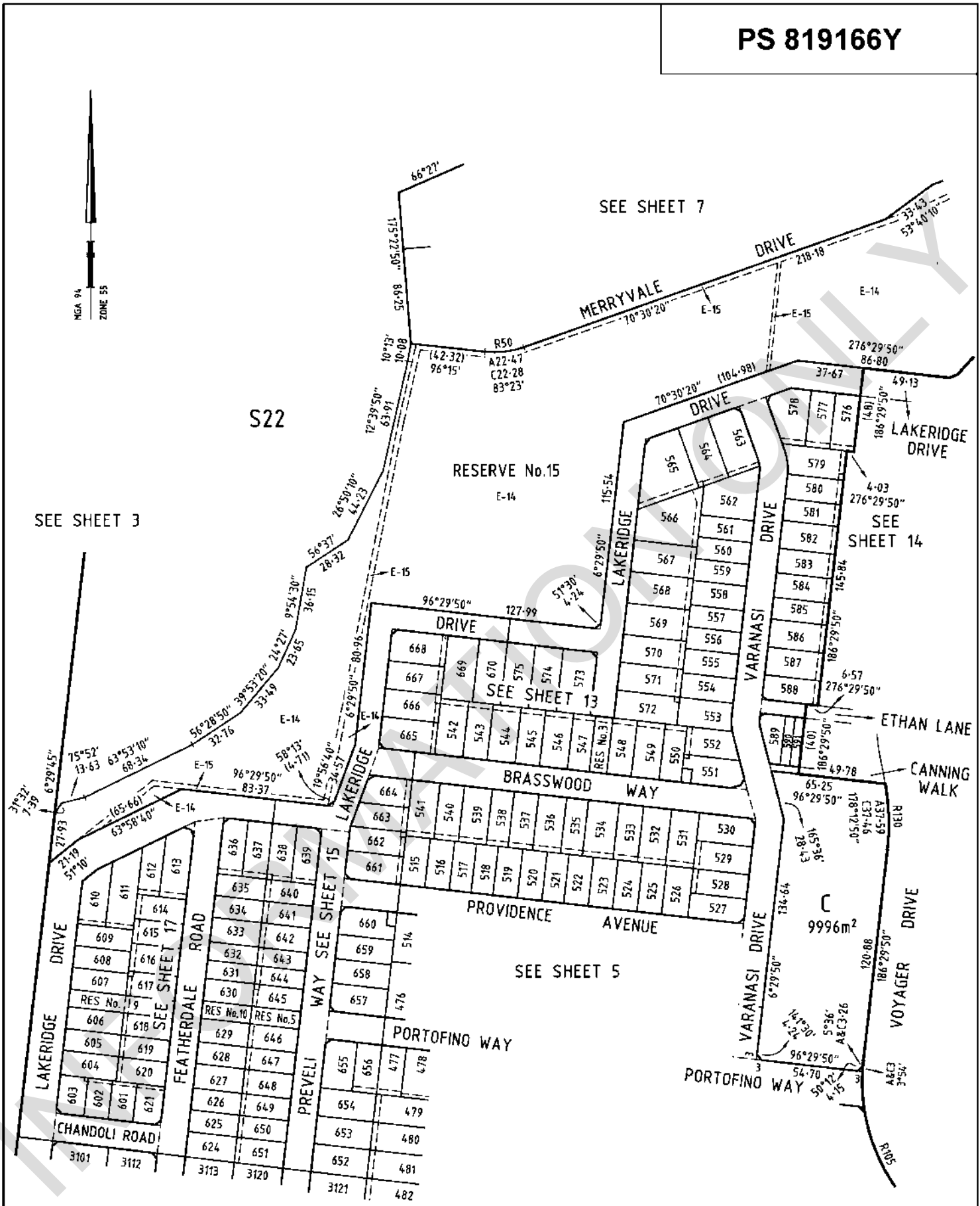


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SEE SHEET 7

S22

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SEE SHEET 14

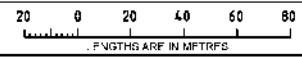
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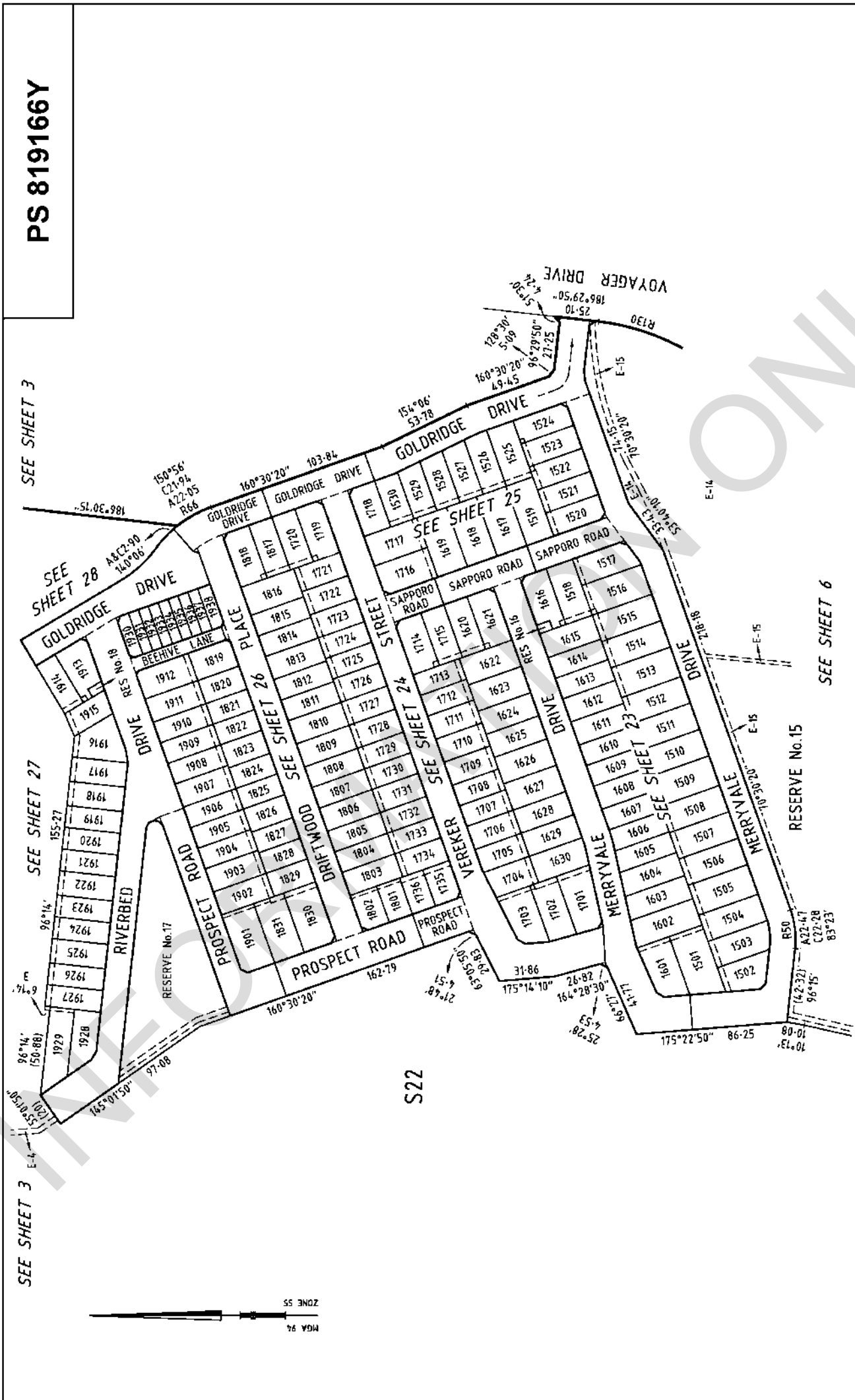


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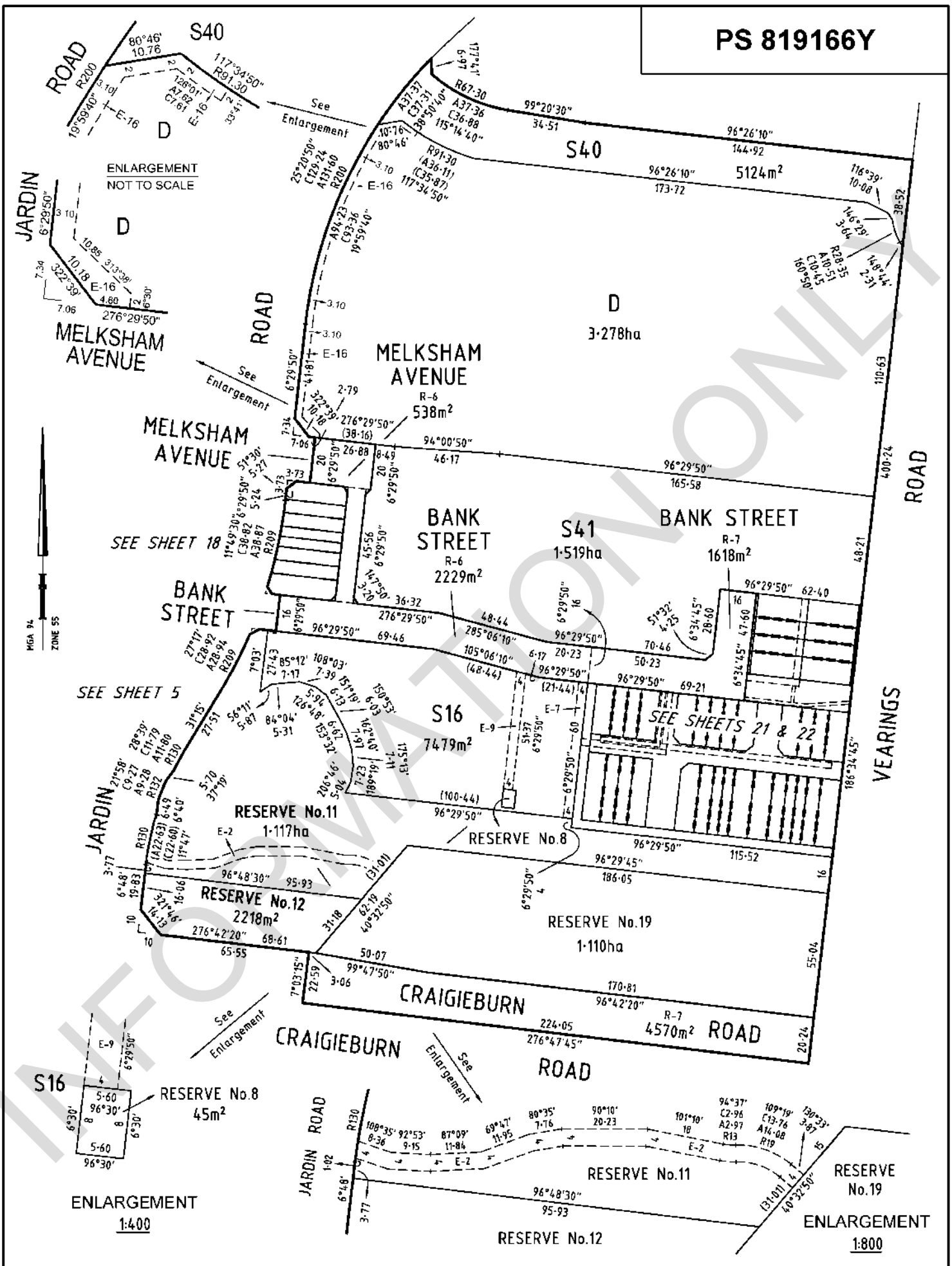
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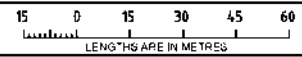


PGA 94
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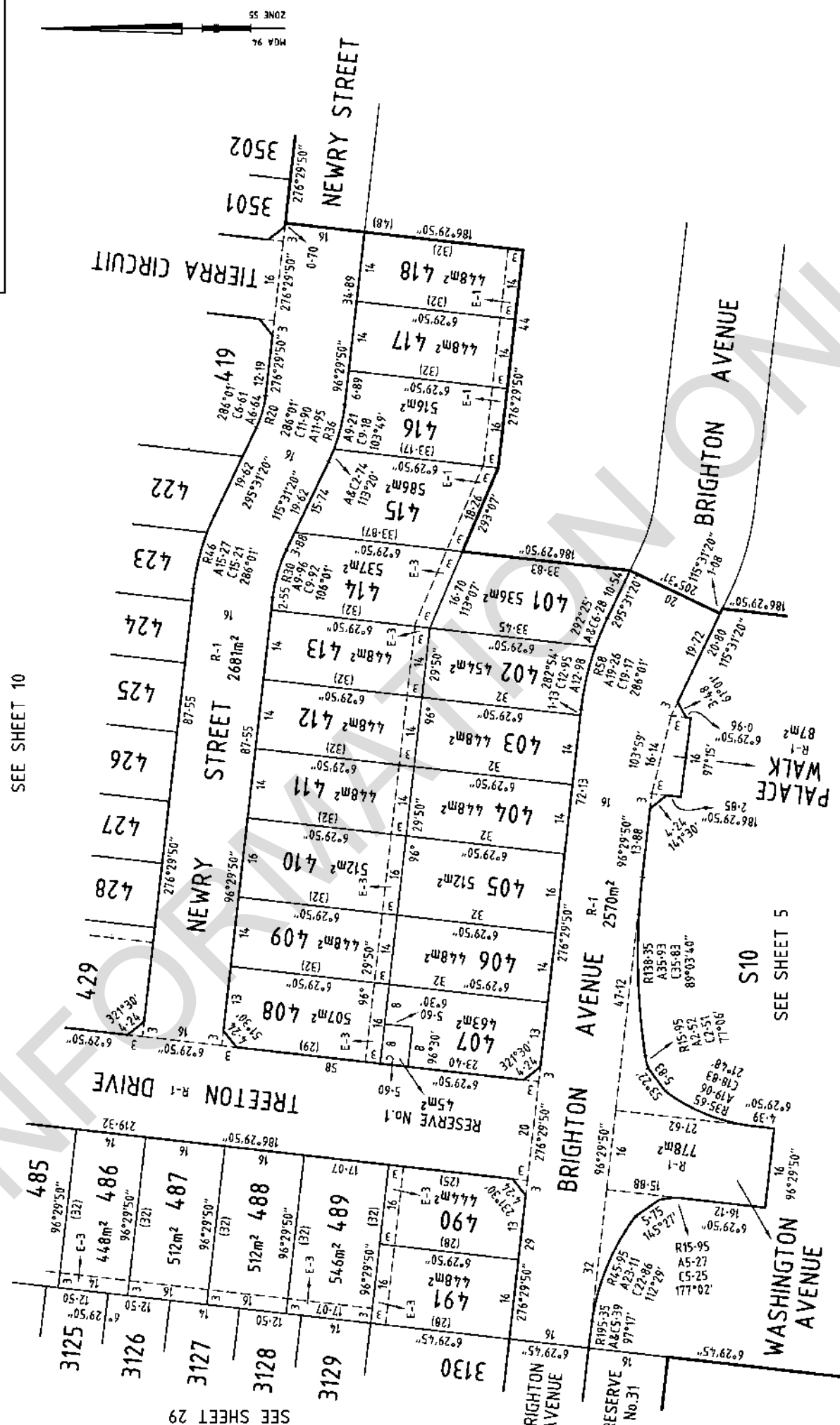


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SEE SHEET 5

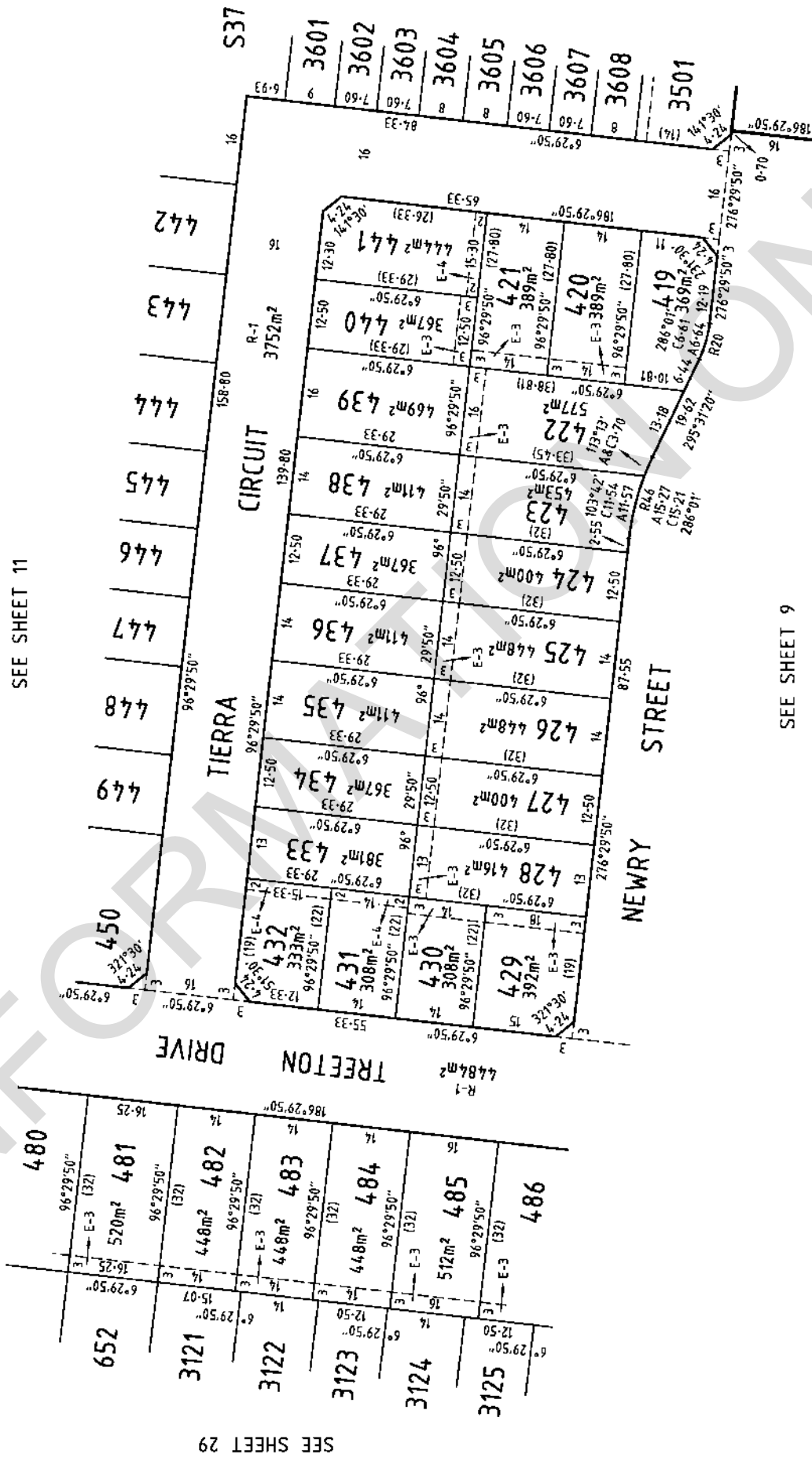
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SEE SHEET 19

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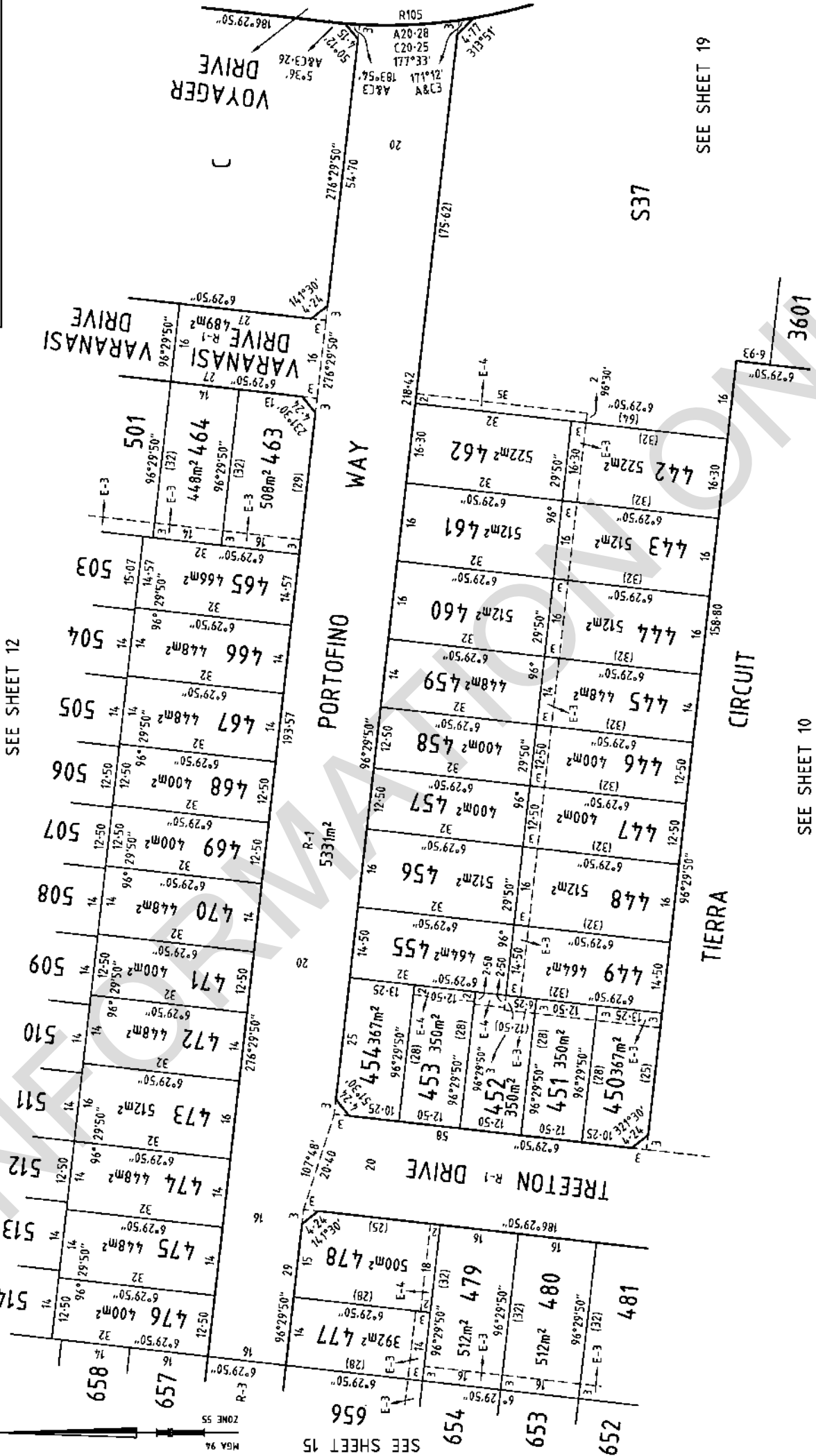
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SHEET 10

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SEE SHEET 12

SEE SHEET 15


SEE SHEET 19

SEE SHEET 10

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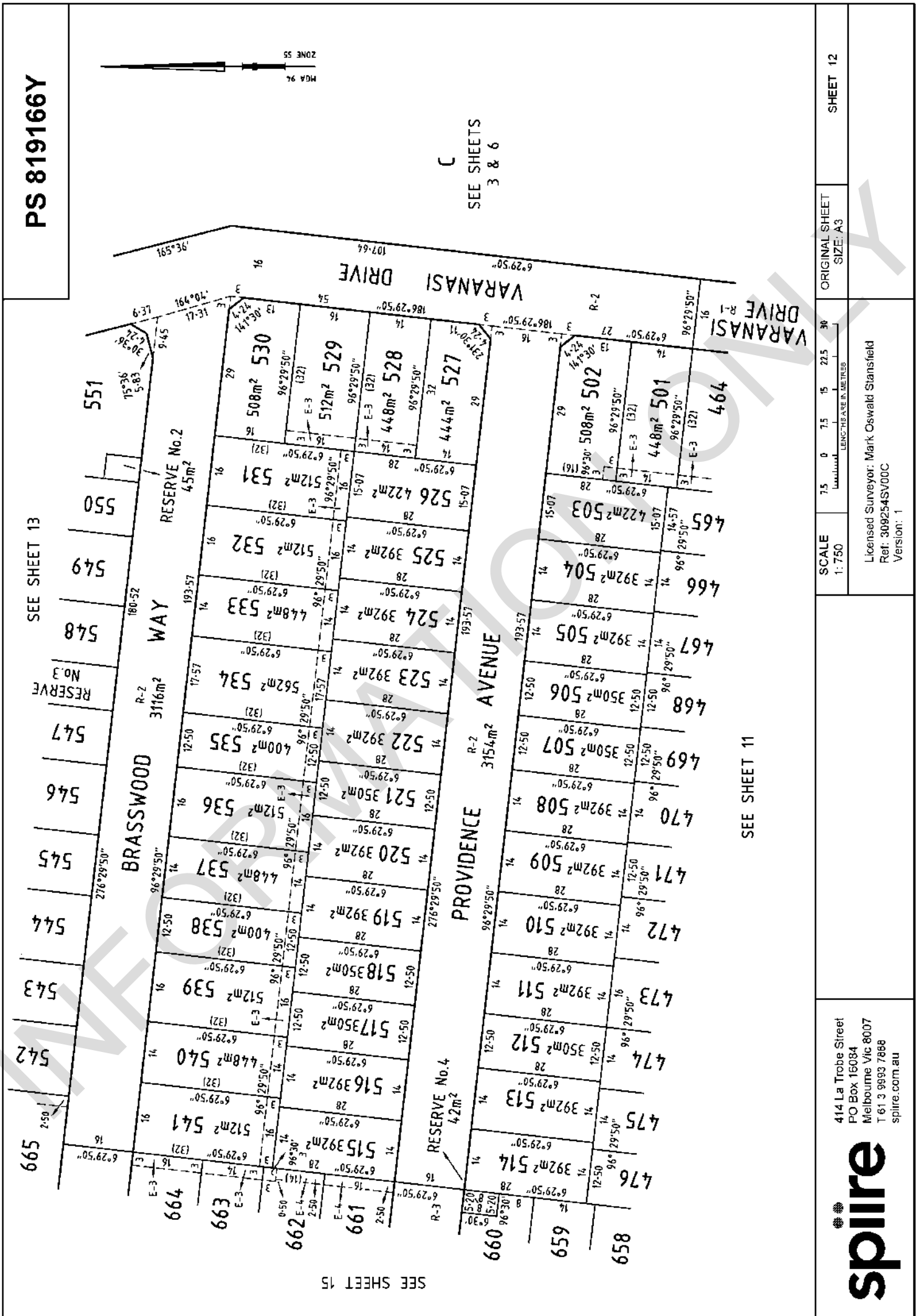
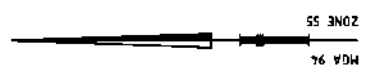


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SEE SHEET 13

SEE SHEET 15

SEE SHEETS 3 & 6



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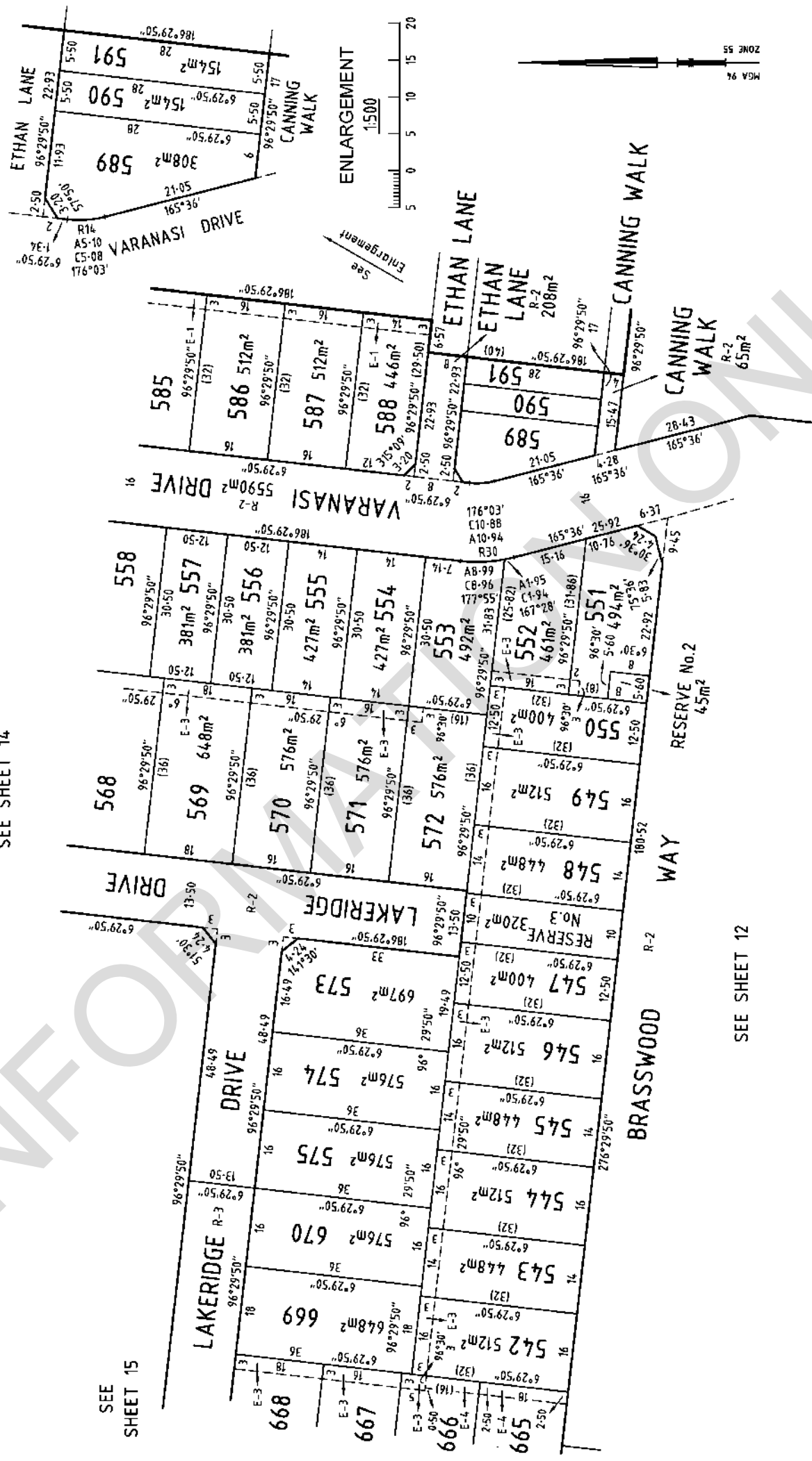
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SEE SHEET 12

ENLARGEMENT 1:500

See Enlargement



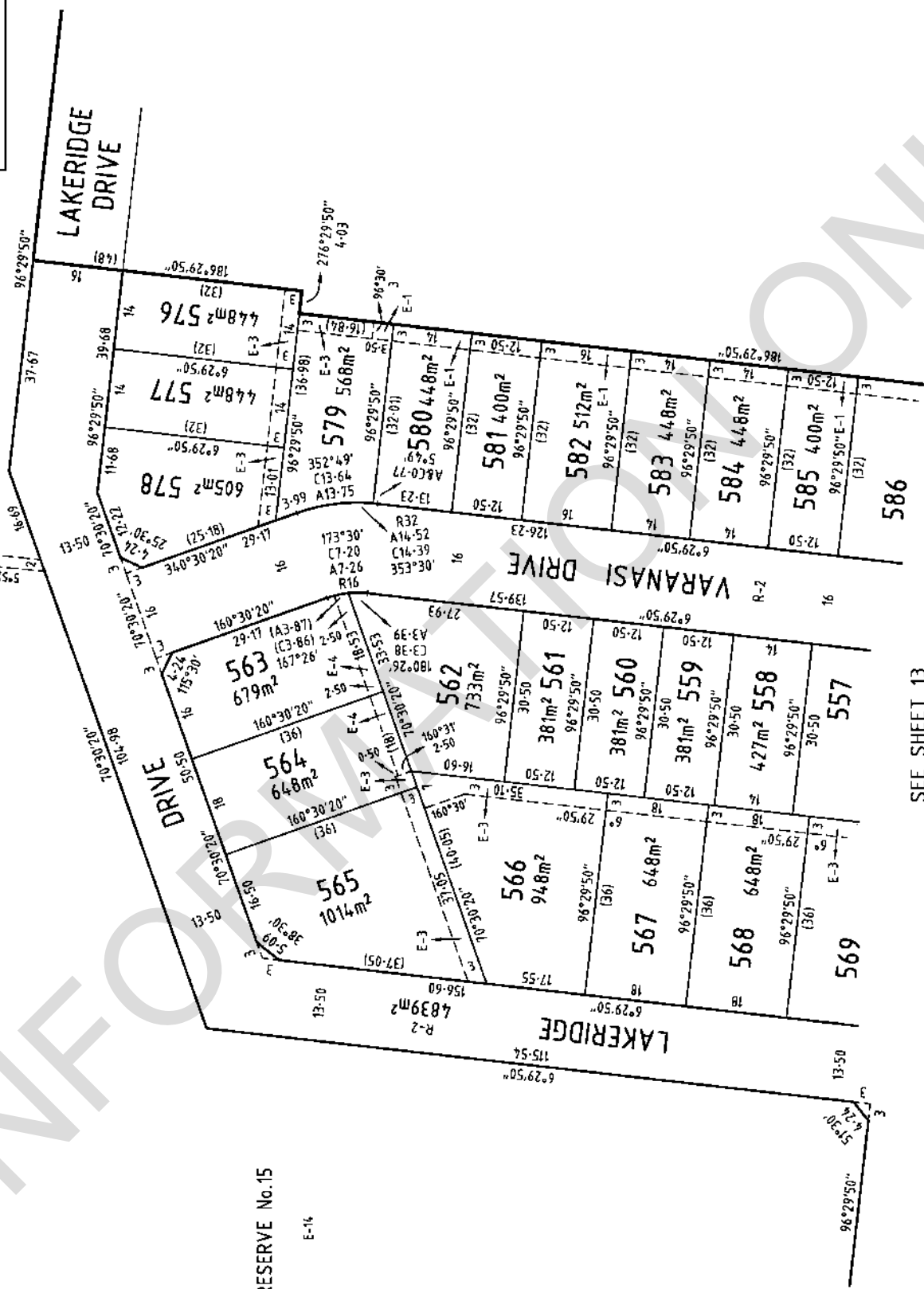
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SEE SHEET 13



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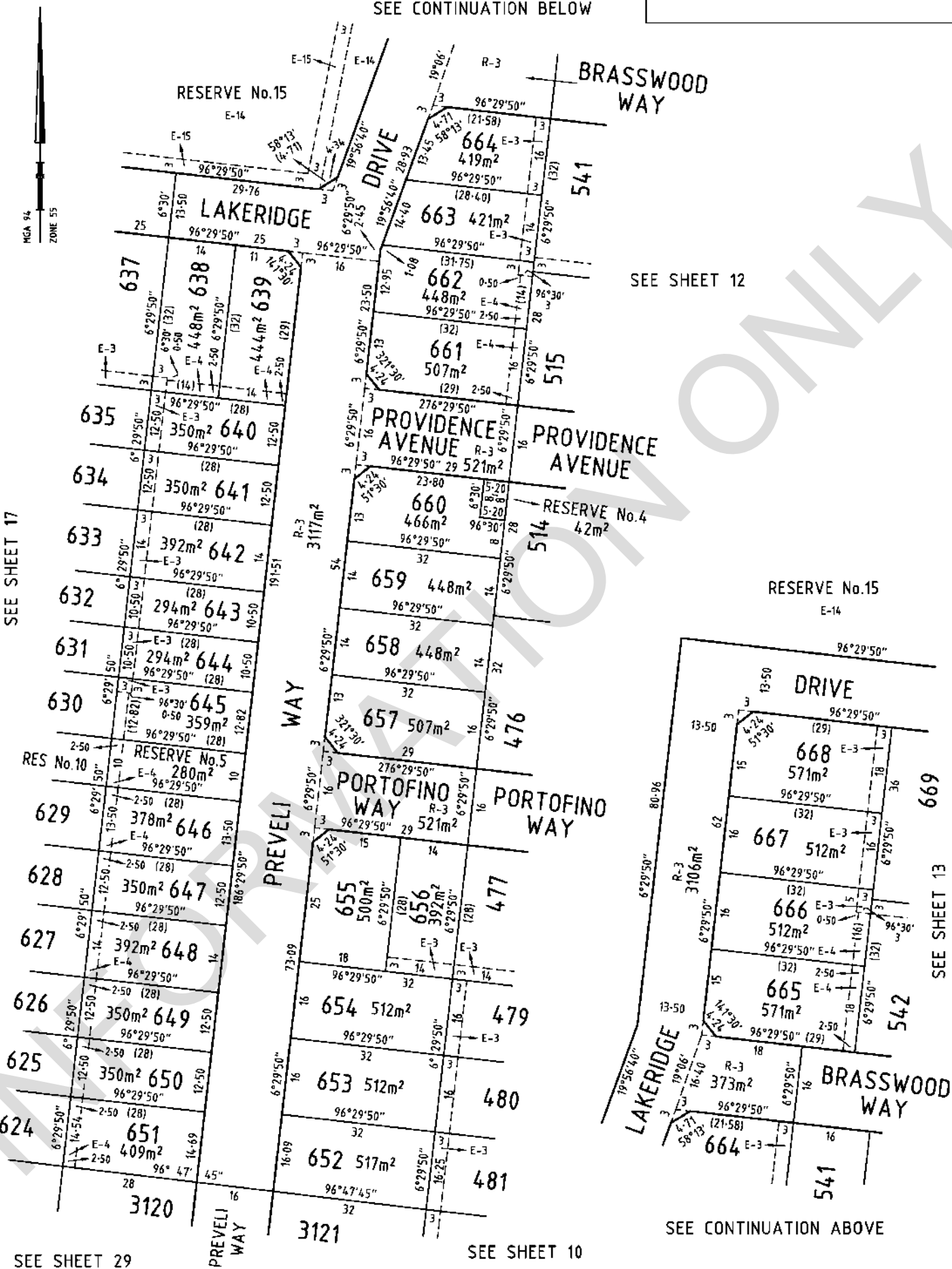
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SEE CONTINUATION ABOVE



SEE SHEET 17

SEE SHEET 29

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SEE SHEET 13



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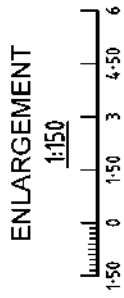
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RESERVE No.7



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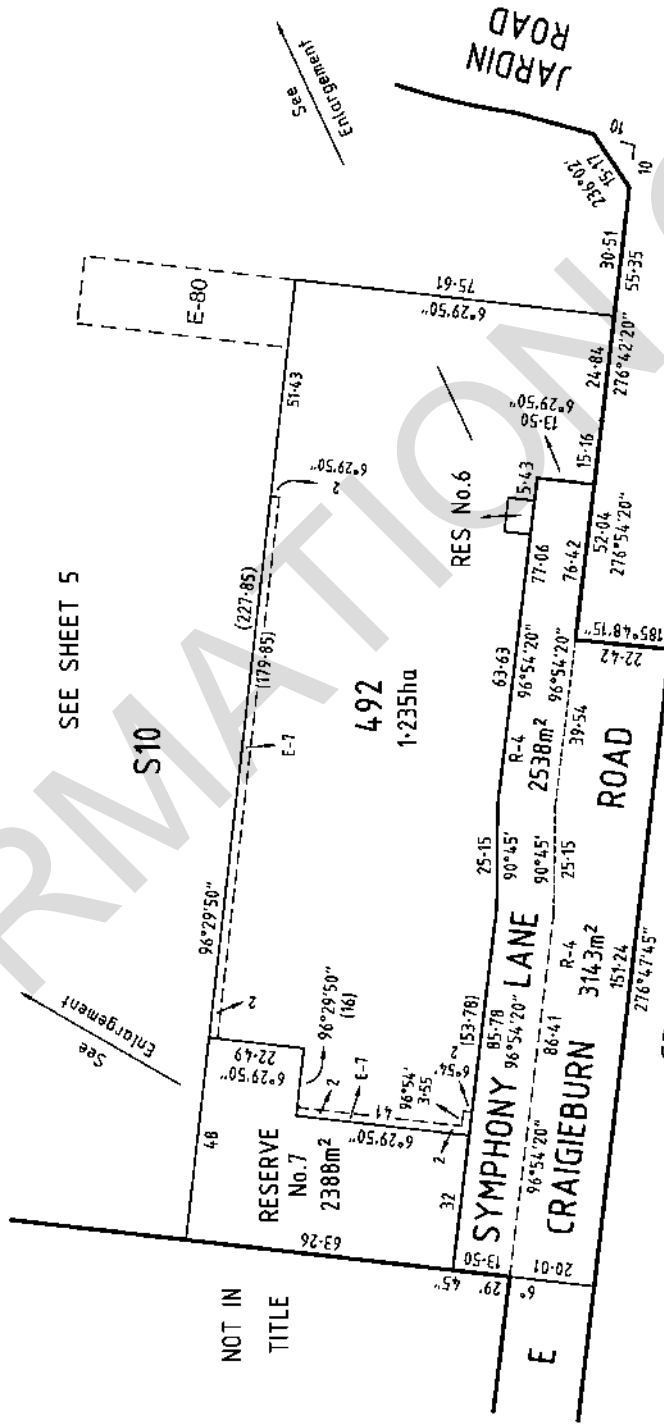
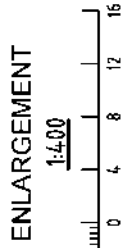
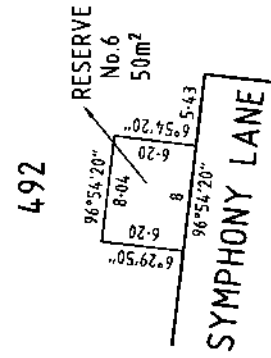
SEE SHEET 5

S10

RESERVE No.7
2388m²

RESERVE No.6
1.235ha

RESERVE No.6
50m²



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JARDIN ROAD

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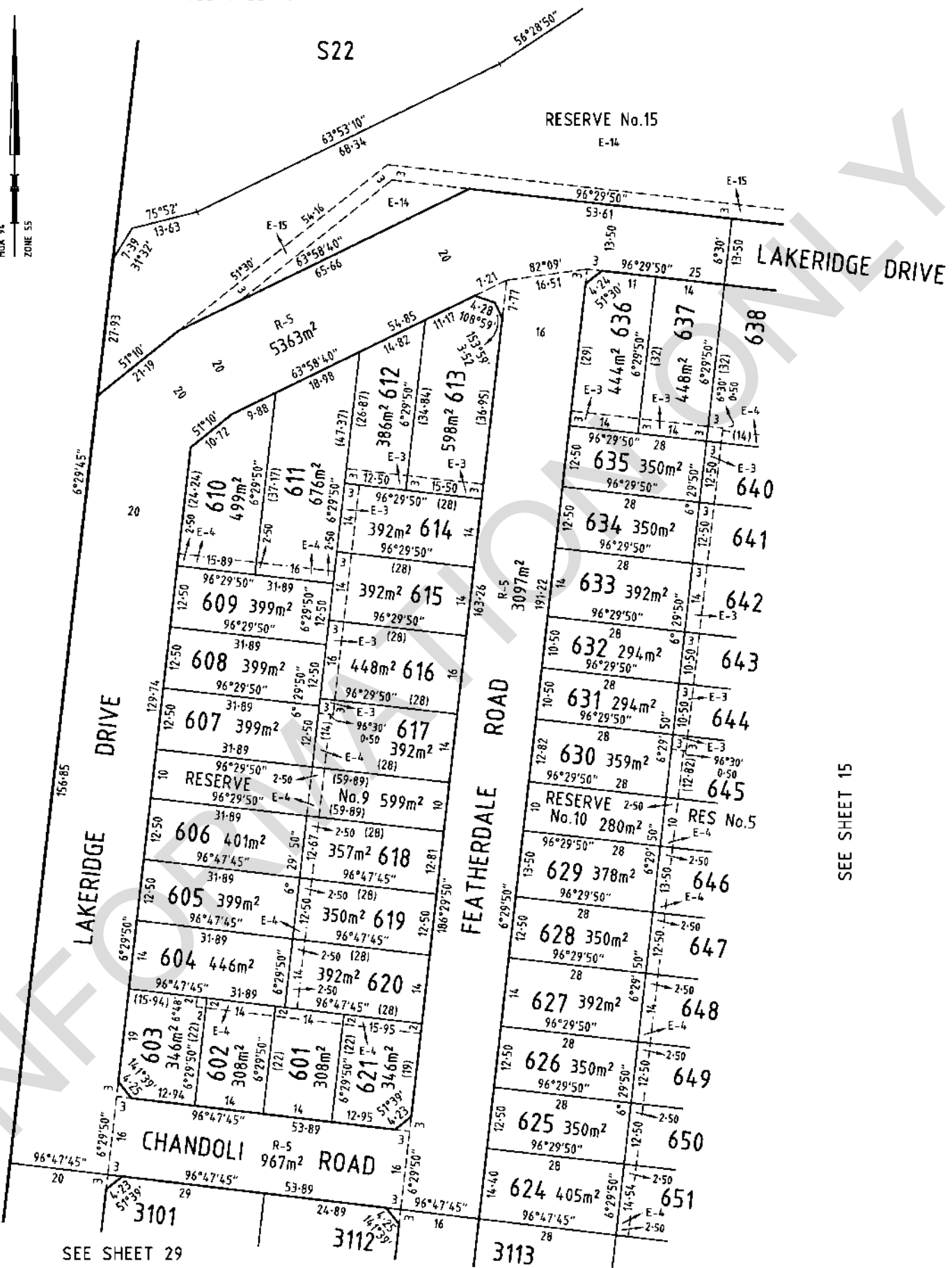
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SHEET 16

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SEE SHEET 15

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SEE SHEET 8

MELKSHAM AVENUE

MELKSHAM AVENUE

AVENUE

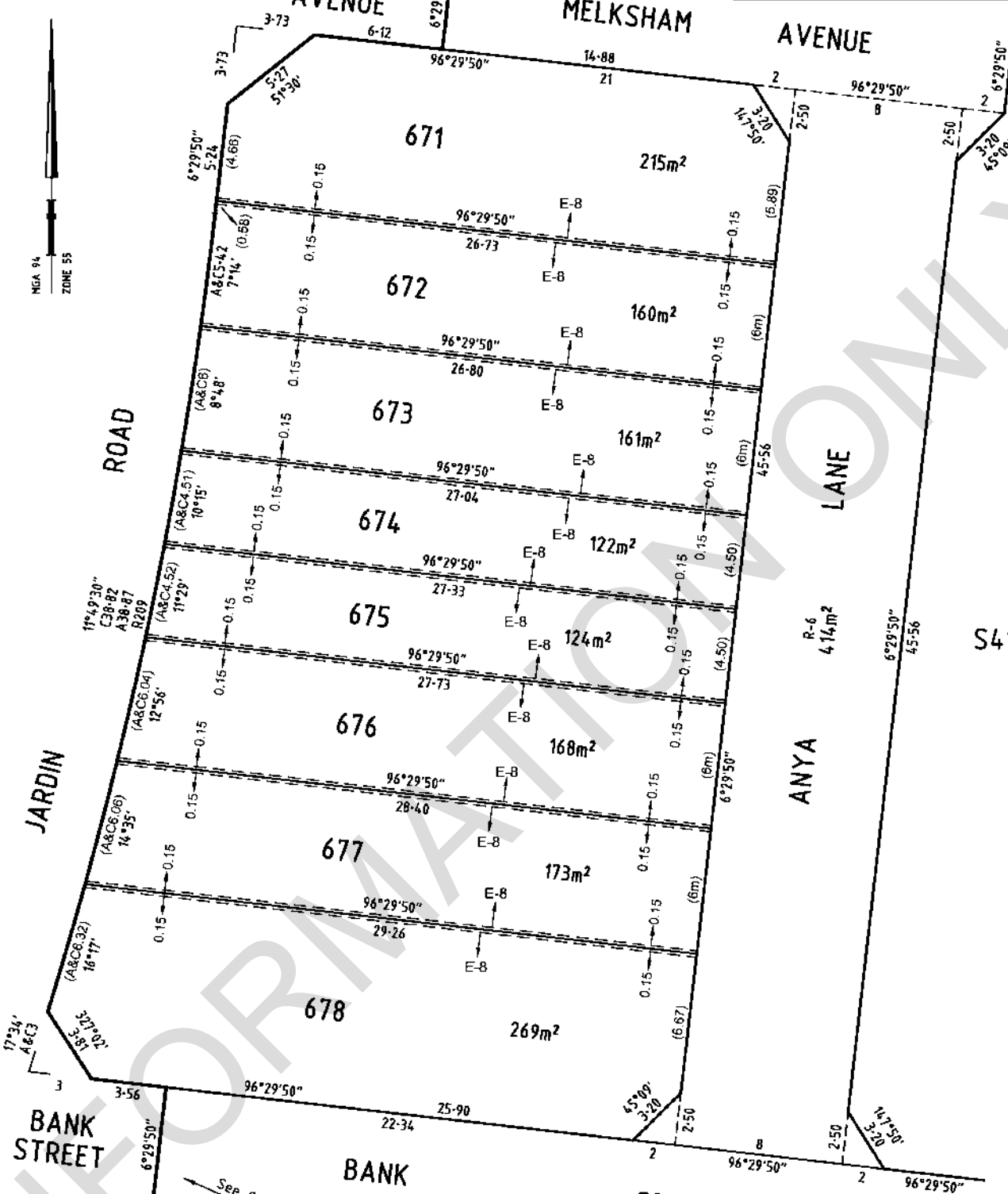
NGA 94
ZONE 55

JARDIN ROAD

LANE

ANYA

S41



BANK STREET

BANK STREET

STREET

JARDIN ROAD

BANK STREET

BANK STREET

RESERVE No.11

COMMON PROPERTY No.1 1m²

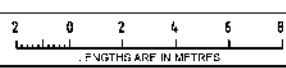
SEE SHEET 8

SEE SHEET 8



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SCALE
1: 200



ORIGINAL SHEET
SIZE: A3

SHEET 18

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Version: 1

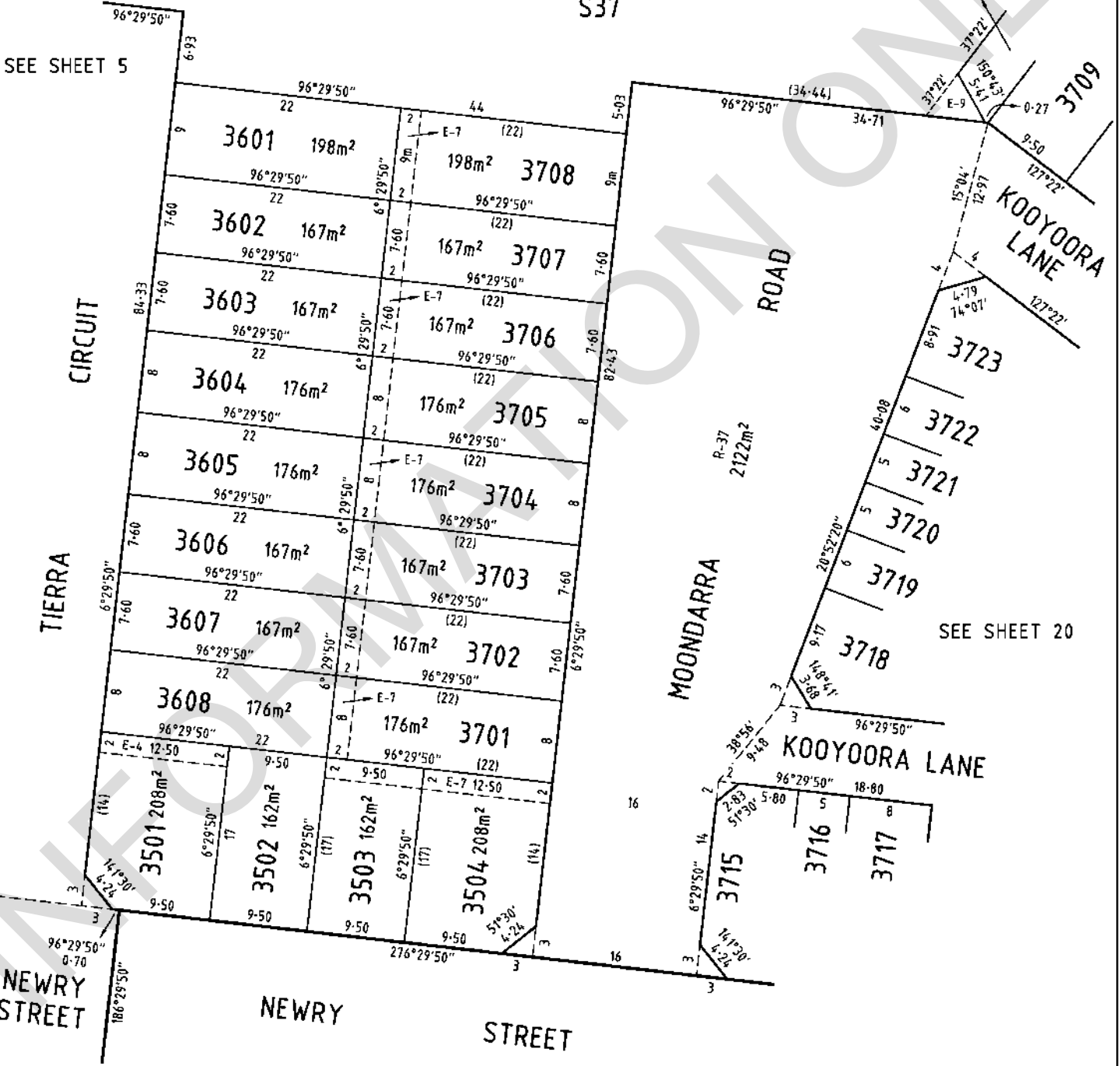
PS 819166Y

MGA 94
ZONE 55

S37

RESERVE
No.37

SEE SHEET 5



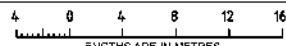
SEE SHEET 20

SEE SHEET 5



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SCALE
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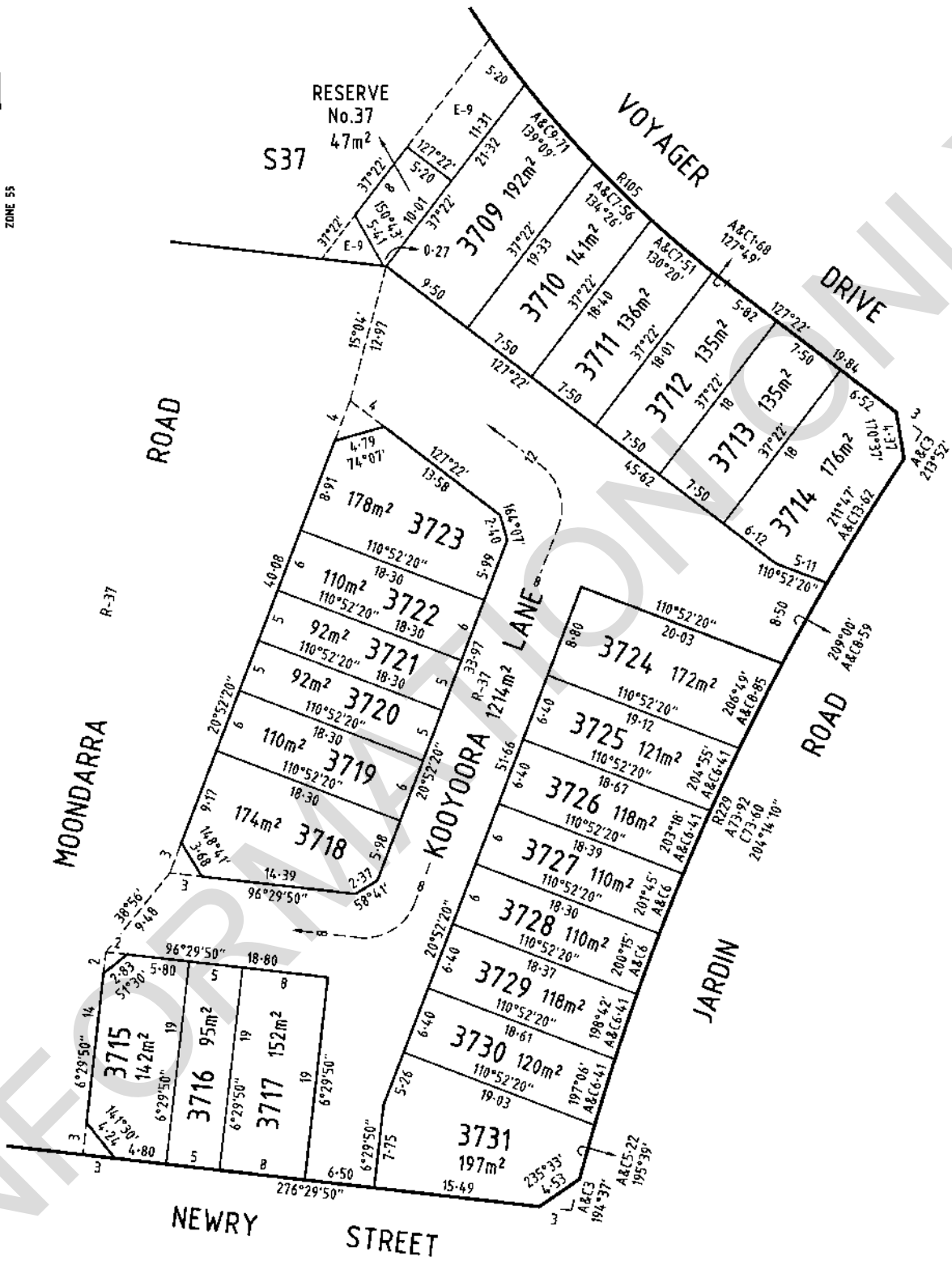
SHEET 19

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Ref: 309254SV00C
Version: 1



SEE SHEET 5

SEE SHEET 19

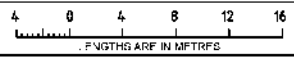


SEE SHEET 5



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SCALE
 1: 400



ORIGINAL SHEET
 SIZE: A3

SHEET 20

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

LOWER GROUND LEVEL

PS 819166Y

S41

COMMON PROPERTY No.2

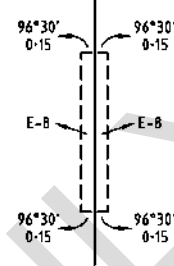
COMMON PROPERTY No.2

TYPICAL PARTY WALL EASEMENT DIMENSIONS (LOTS 2401 TO 2428)



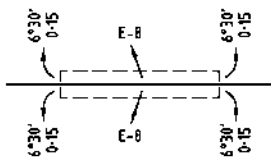
BANK STREET

VEARINGS ROAD



ENLARGEMENT NOT TO SCALE

TYPICAL PARTY WALL EASEMENT DIMENSIONS (LOTS 2429 TO 2436)



ENLARGEMENT NOT TO SCALE

SEE SHEET 8

See Sheet 22 For Cross-Section A-A'

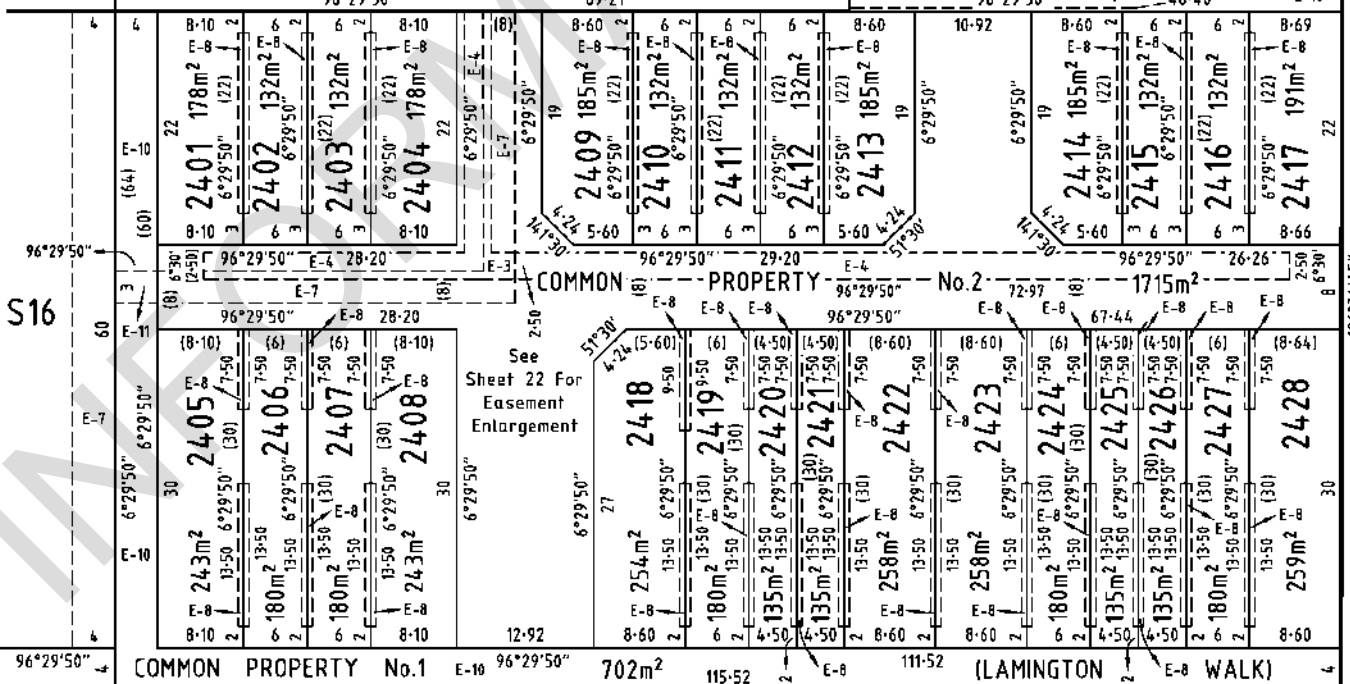
S41

BANK STREET R-6

BANK STREET R-7

ROAD

VEARINGS



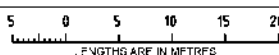
RESERVE No.11

SEE SHEET 8



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SCALE
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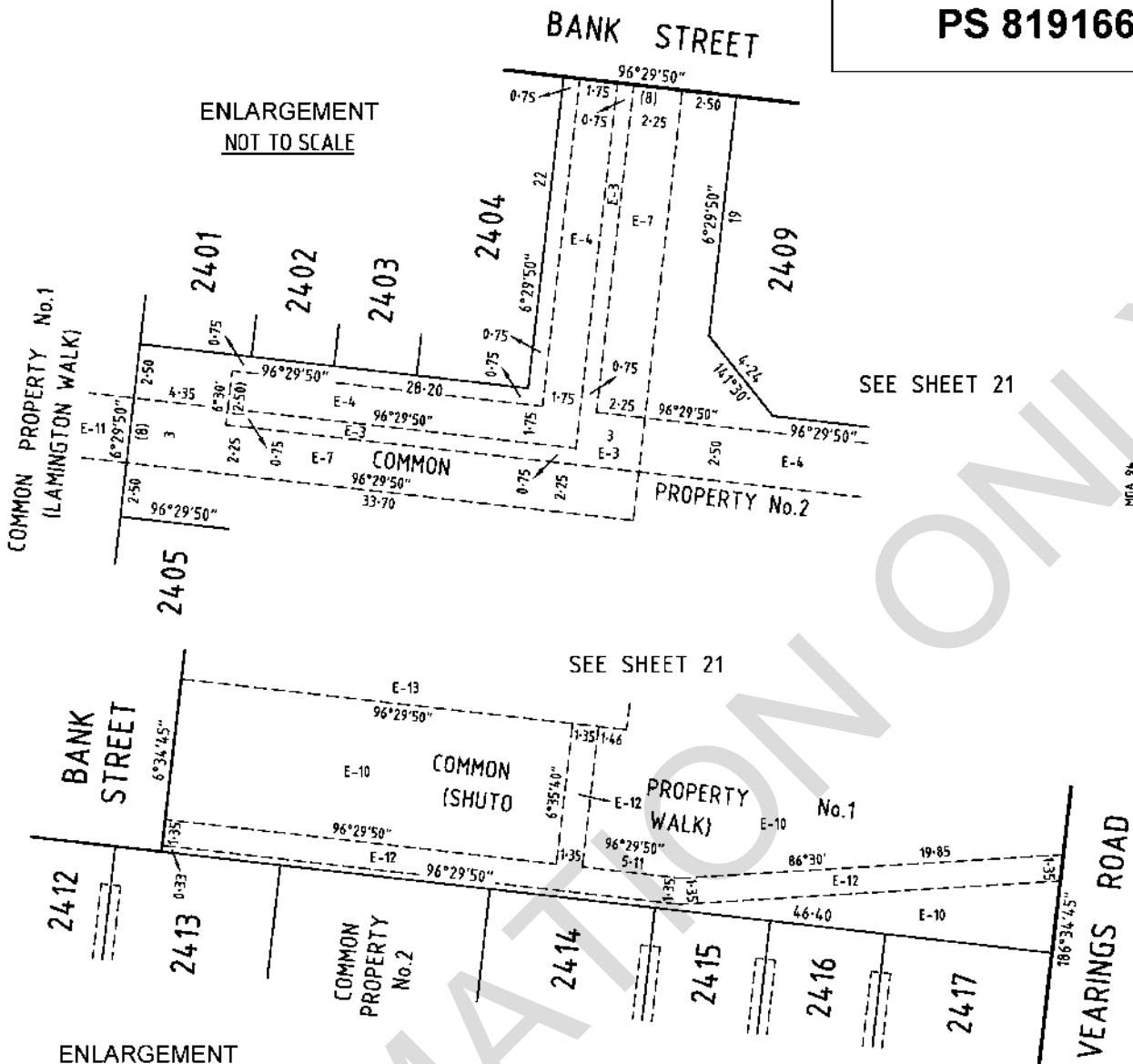


ORIGINAL SHEET
SIZE: A3

SHEET 21

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

PS 819166Y

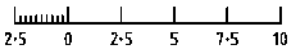


SEE SHEET 21

SEE SHEET 21

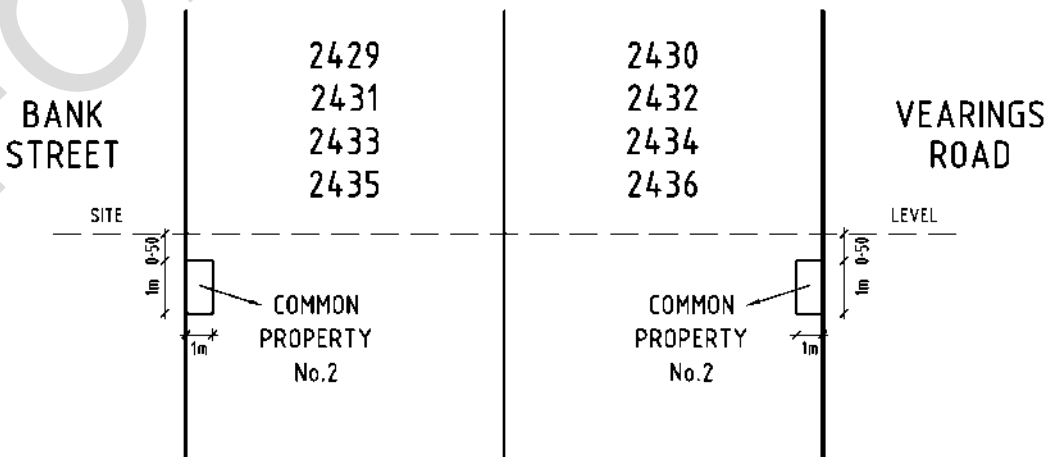
ENLARGEMENT

1:250



TYPICAL CROSS-SECTION A-A'

NOT TO SCALE



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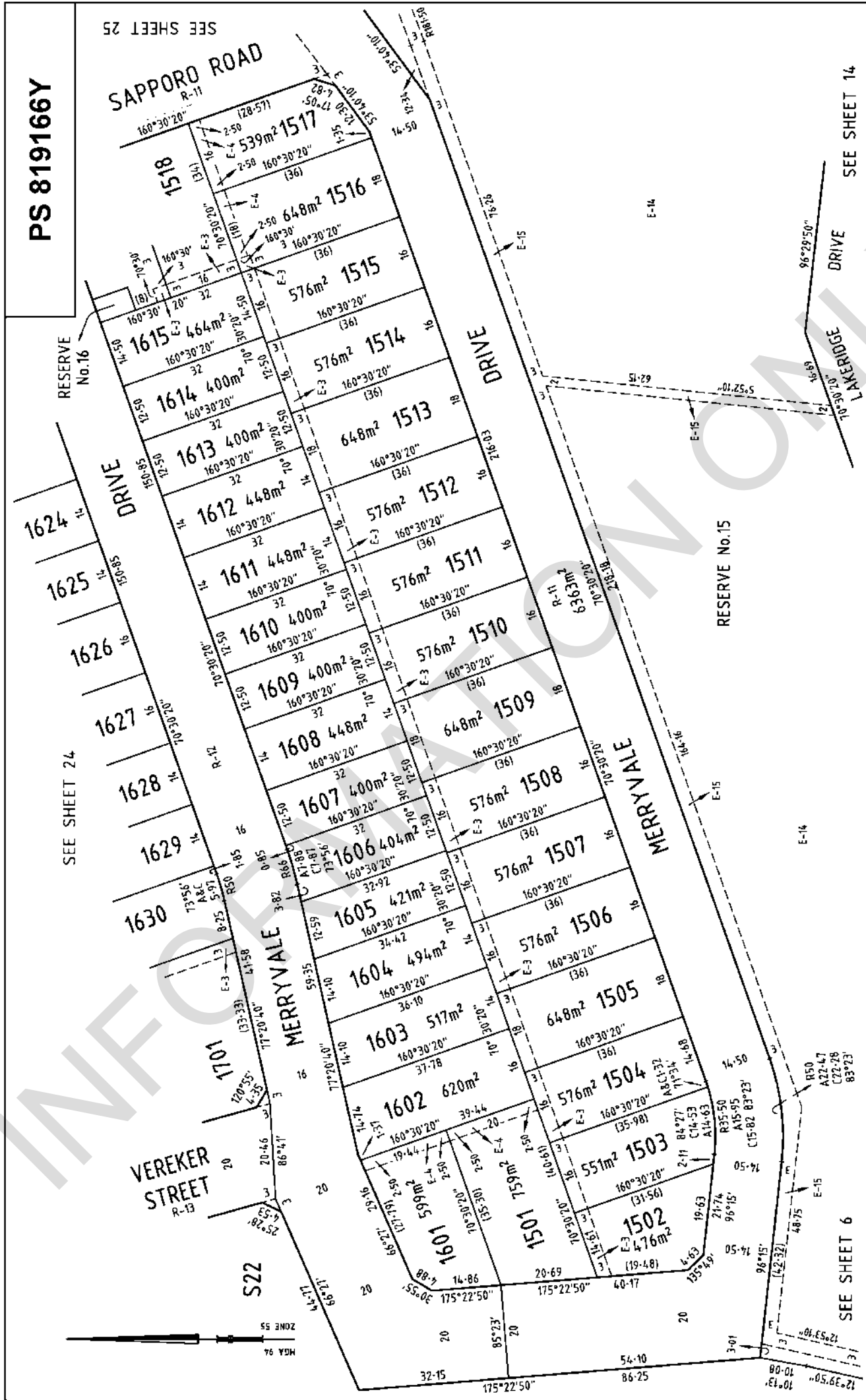
SCALE
 SEE ABOVE



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 Ref: 309254SV00C
 Version: 1

ORIGINAL SHEET
 SIZE: A3

SHEET 22



PS 819166Y

SEE SHEET 25

SAPPORO ROAD

SEE SHEET 14

DRIVE

LANEBIDGE DRIVE

RESERVE No.15

MERRYVALE DRIVE

DRIVE

SEE SHEET 24

VEREKER STREET

S22

SEE SHEET 6

SCALE 1:750	ORIGINAL SHEET SIZE: A3	SHEET 23
Licensed Surveyor: Mark Oswald Stansfield Ref: 309254SV00C Version: 1		

15 0 7.5 15 22.5 30 LENGTH IN METRES

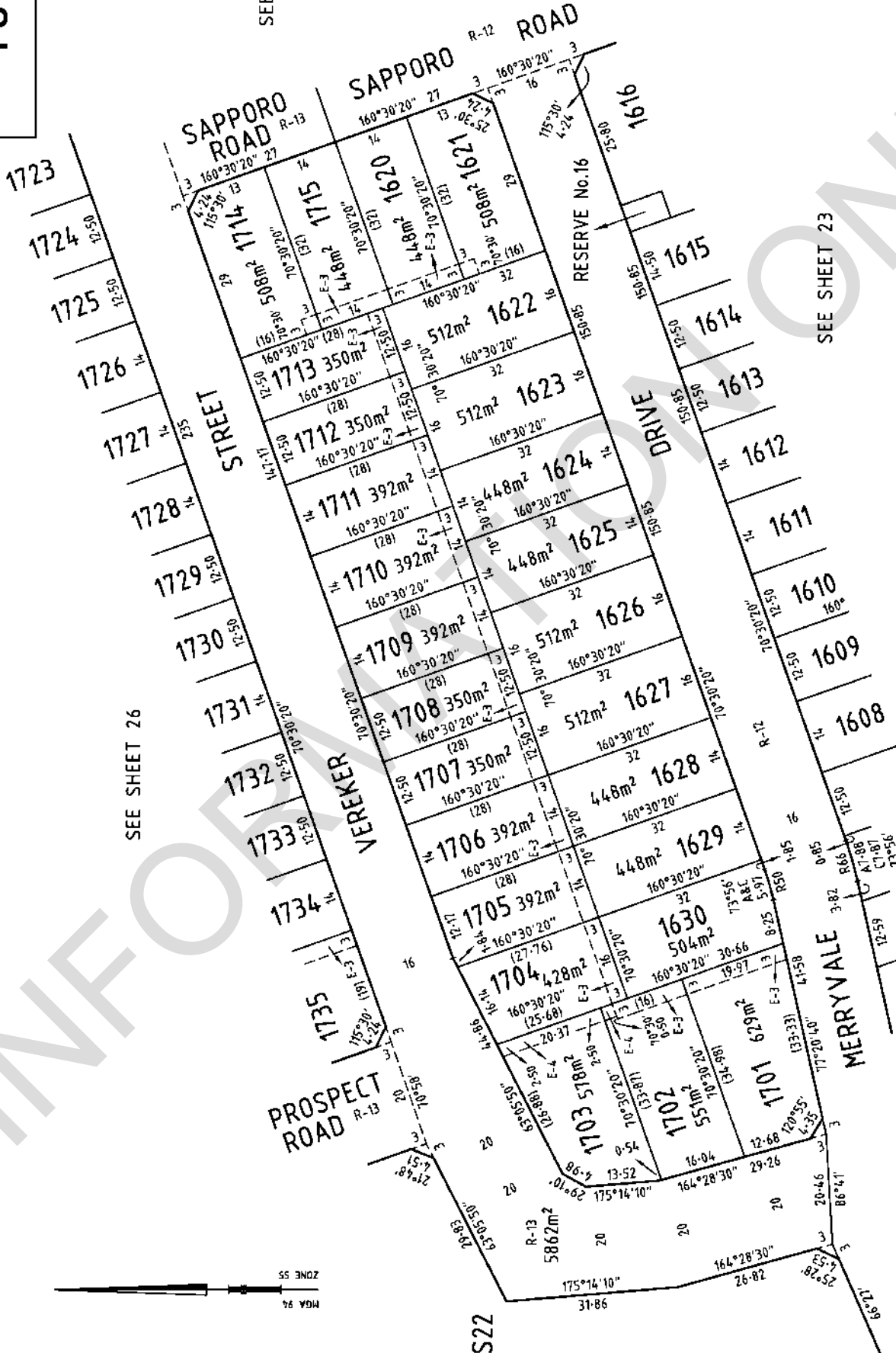
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SEE SHEET 25

SEE SHEET 26

SEE SHEET 23



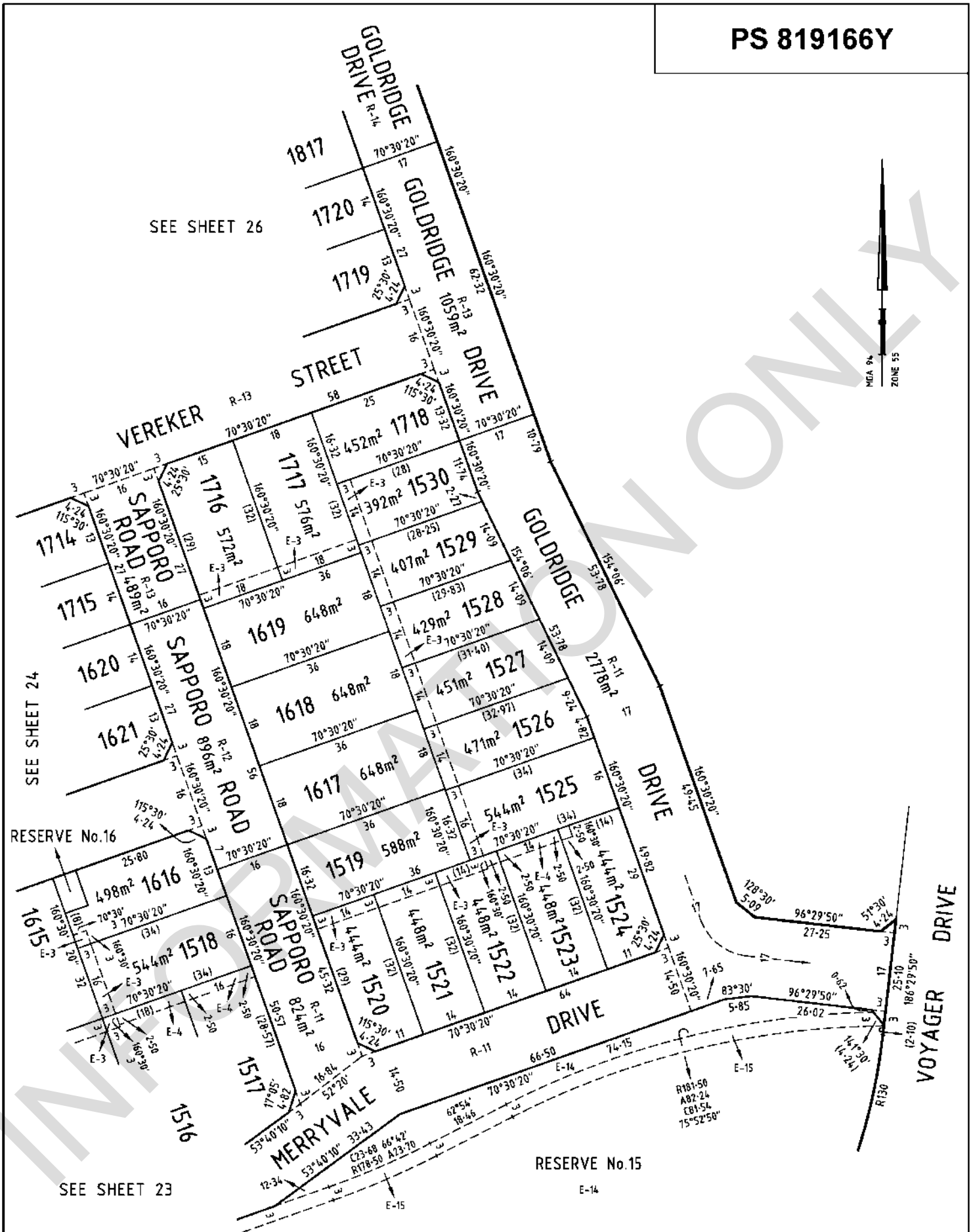
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Licensed Surveyor: Mark Oswald Stansfield Ref: 309254SV00C Version: 1			

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PS 819166Y

SEE SHEET 26



SEE SHEET 24

RESERVE No. 16

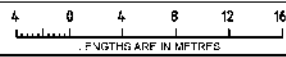
RESERVE No. 15

SEE SHEET 23



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SCALE
1: 400

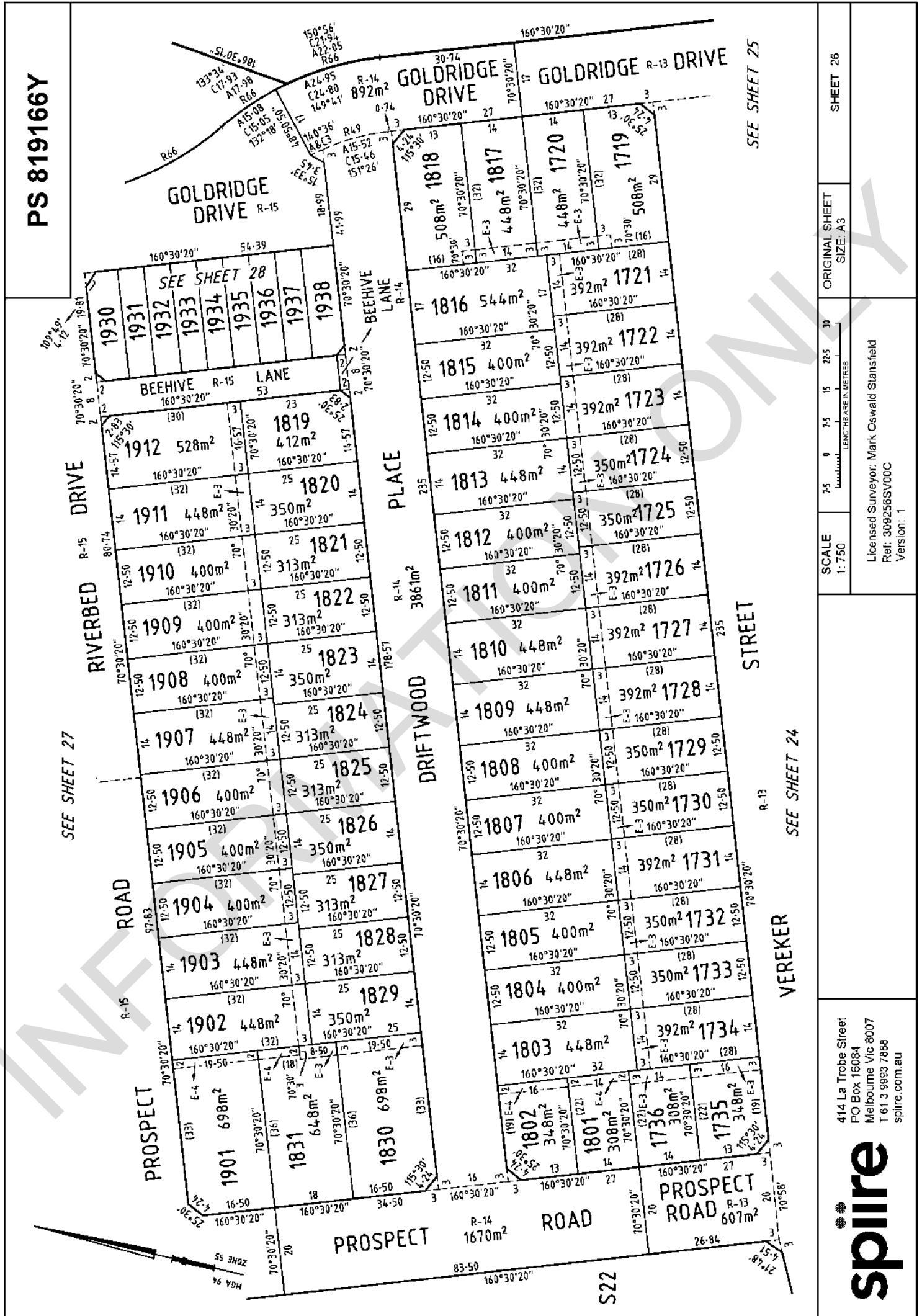


ORIGINAL SHEET
SIZE: A3

SHEET 25

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

PS 819166Y



SEE SHEET 25

SEE SHEET 27

SEE SHEET 24

SCALE 1:750	15 0 75 15 225 30 CENTIMETRE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 26
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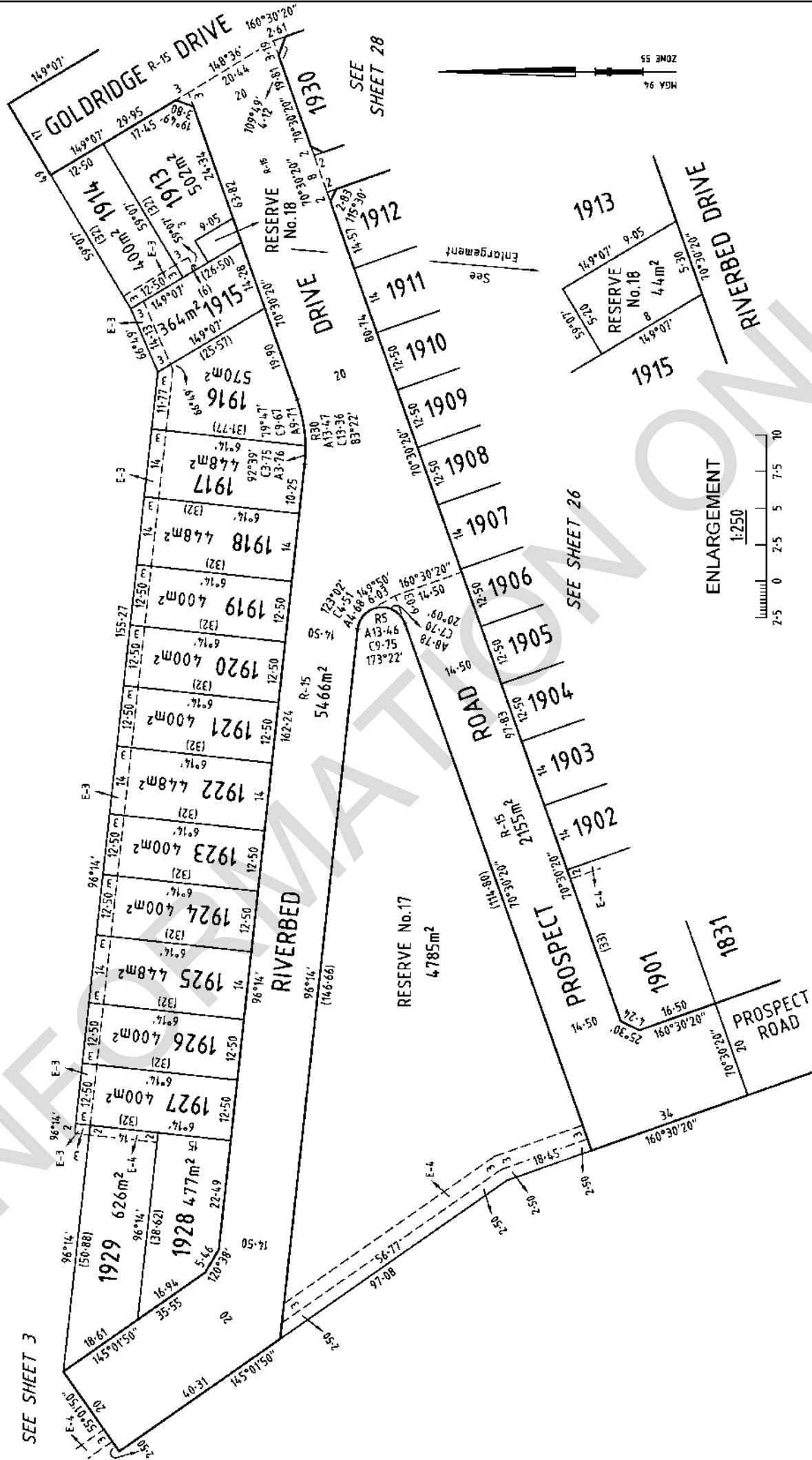
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PS 819166Y



SEE SHEET 3

SEE SHEET 28

SEE SHEET 26

SHEET 27

ORIGINAL SHEET
SIZE: A3

SCALE
1:750

SCALE
1:250

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Ref: 309256SV00C
Version: 1

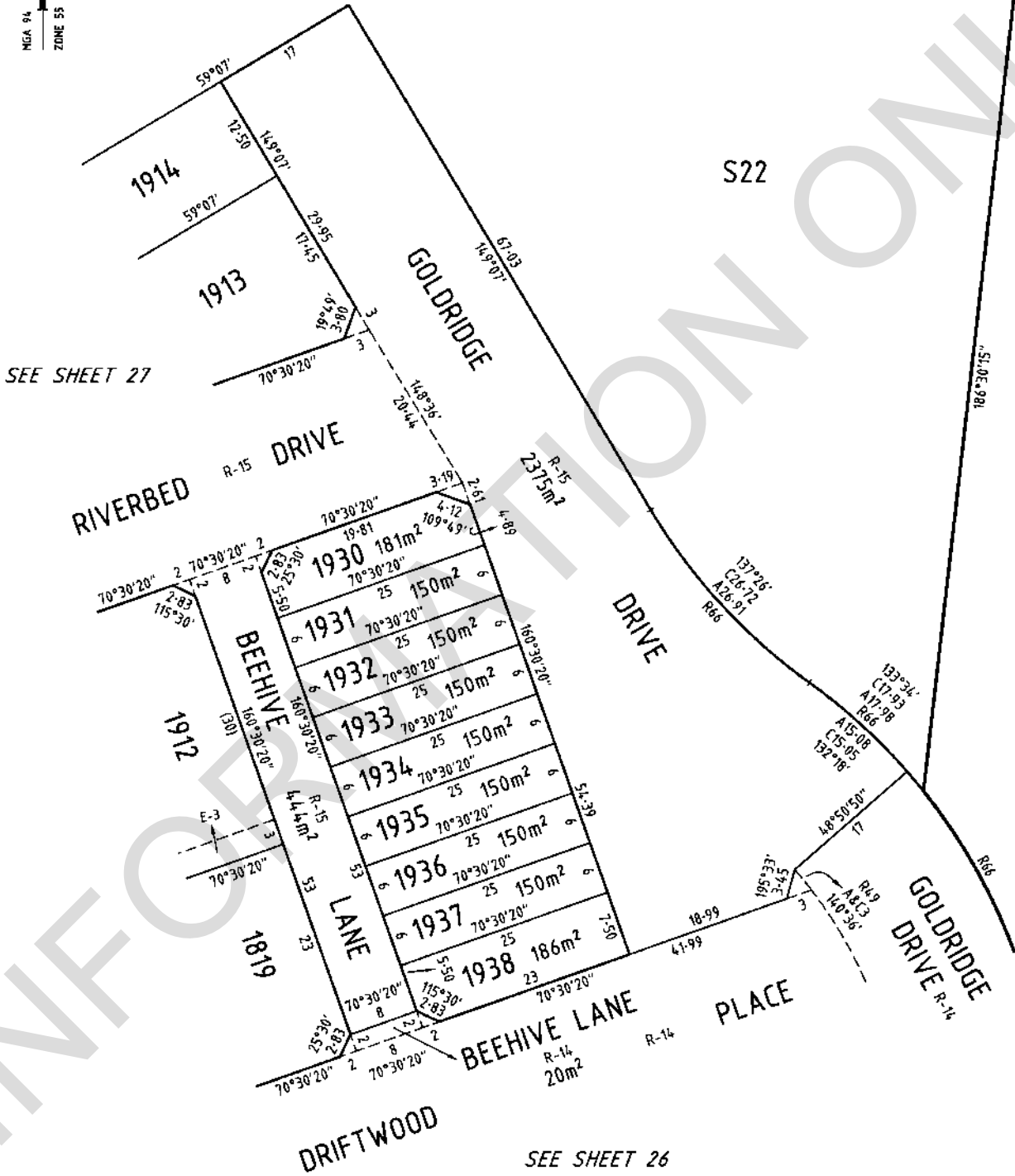
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SEE SHEET 3



S22

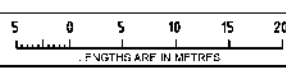
SEE SHEET 27

SEE SHEET 26



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SCALE
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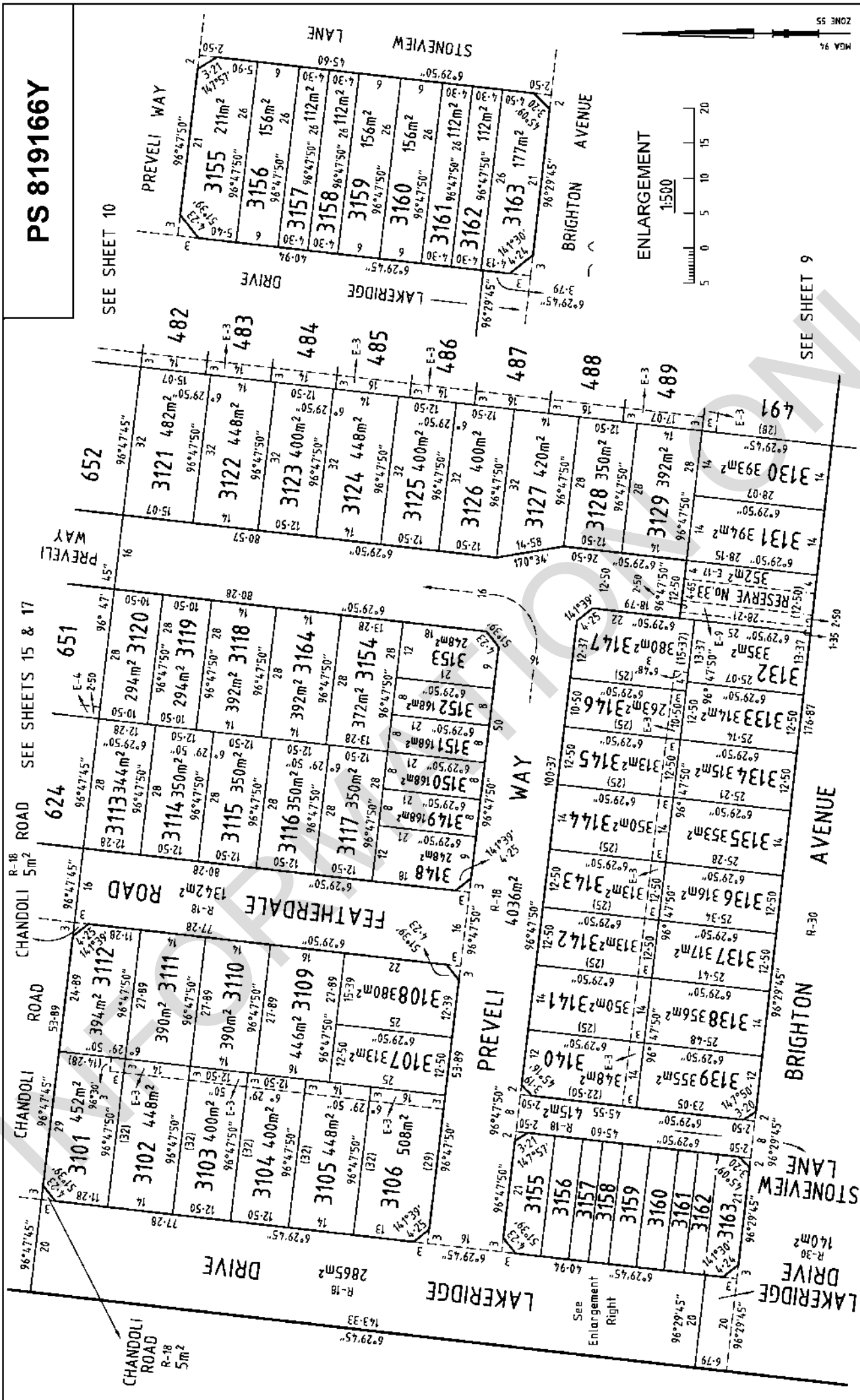


ORIGINAL SHEET
 SIZE: A3

SHEET 28

Licensed Surveyor: Mark Oswald Stansfield
 Ref: 309256SV00C
 Version: 1

PS 819166Y



SCALE	1:750	LENGTH IN METRES	0 5 10 15 20 25 30
ORIGINAL SHEET SIZE	A3		
SHEET	29		

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 Version: 1

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CREATION OF RESTRICTION No. 1

PS 819166Y

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

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

Description of Restriction:

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

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

CREATION OF RESTRICTION No. 2

The following restriction is to be created upon registration of this plan for lots greater than 300m².

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

Description of Restriction:

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

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


CREATION OF RESTRICTION No. 3

The following restriction is to be created upon registration of this plan for lots less than 300m².

Land to Benefit: Lots 501 to 591 (both inclusive)
Land to be Burdened: Lots 590 and 591

Description of Restriction:

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

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CREATION OF RESTRICTION No. 4

PS 819166Y

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

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

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

Description of Restriction:

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

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

CREATION OF RESTRICTION No. 5

The following restriction is to be created upon registration of this plan for lots greater than 300m².

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

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

Description of Restriction:

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

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

CREATION OF RESTRICTION No. 6

The following restriction is to be created upon registration of this plan for lots less than 300m².

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

Land to be Burdened: Lots 631 and 632

Description of Restriction:

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



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ORIGINAL SHEET
 SIZE: A3

SHEET 31

CREATION OF RESTRICTION No. 7

PS 819166Y

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

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

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

Description of Restriction:

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

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

CREATION OF RESTRICTION No. 8

The following restriction is to be created upon registration of this plan for lots greater than 300m².

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

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

Description of Restriction:

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

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

CREATION OF RESTRICTION No. 9

The following restriction is to be created upon registration of this plan for lots less than 300m².

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

Land to be Burdened: Lots 643 and 644

Description of Restriction:

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



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ORIGINAL SHEET
 SIZE: A3

SHEET 32

CREATION OF RESTRICTION No. 10

PS 819166Y

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

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

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

Description of Restriction:

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

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

CREATION OF RESTRICTION No. 11

The following restriction is to be created upon registration of this plan for lots greater than 300m².

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

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

Description of Restriction:

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

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

CREATION OF RESTRICTION No. 12

The following restriction is to be created upon registration of this plan for lots less than 300m².

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

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

Description of Restriction:

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



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Version: 1

ORIGINAL SHEET
SIZE: A3

SHEET 33

CREATION OF RESTRICTION No. 13

PS 819166Y

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

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

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

Description of Restriction:

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

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

CREATION OF RESTRICTION No. 14

The following restriction is to be created upon registration of this plan for lots greater than 300m².

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

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

Description of Restriction:

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

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

CREATION OF RESTRICTION No. 15

The following restriction is to be created upon registration of this plan for lots less than 300m².

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

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

Description of Restriction:

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

CREATION OF RESTRICTION No. 16

PS 819166Y

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

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

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

Description of Restriction:

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

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

CREATION OF RESTRICTION No. 17

The following restriction is to be created upon registration of this plan for lots greater than 300m².

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

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

Description of Restriction:

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

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

CREATION OF RESTRICTION No. 18

The following restriction is to be created upon registration of this plan for lots less than 300m².

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

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

Description of Restriction:

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

CREATION OF RESTRICTION No. 19

PS 819166Y

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

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

Description of Restriction:

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

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

CREATION OF RESTRICTION No. 20

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

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

Description of Restriction:

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

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

CREATION OF RESTRICTION No. 21

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

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

Description of Restriction:

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

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

CREATION OF RESTRICTION No. 22

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

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

Description of Restriction:

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

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



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CREATION OF RESTRICTION No. 23

PS 819166Y

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

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

Description of Restriction:

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

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

CREATION OF RESTRICTION No. 24

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

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

Description of Restriction:

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

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

CREATION OF RESTRICTION No. 25

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

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

Description of Restriction:

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

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

CREATION OF RESTRICTION No. 26

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

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

Description of Restriction:

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

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



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 SIZE: A3

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CREATION OF RESTRICTION No. 27

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

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

Description of Restriction:

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

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

CREATION OF RESTRICTION No. 28

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

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

Description of Restriction:

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

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

CREATION OF RESTRICTION No. 29

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

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

Description of Restriction:

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

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

CREATION OF RESTRICTION No. 30

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

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

Description of Restriction:

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

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

CREATION OF RESTRICTION No. 31

The following restriction is to be created upon registration of this plan for lots less than 300m².

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

Description of Restriction:

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

CREATION OF RESTRICTION No. 32

PS 819166Y

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

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

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

Description of Restriction

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

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

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

CREATION OF RESTRICTION No. 33

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

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

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

Description of Restriction

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

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

CREATION OF RESTRICTION No. 34

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

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

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

Description of Restriction

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

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

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

CREATION OF RESTRICTION No. 35

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

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

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

Description of Restriction:

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

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

CREATION OF RESTRICTION No. 36

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

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

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

Description of Restriction:

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

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

CREATION OF RESTRICTION No. 37

The following restriction is to be created upon registration of this plan for lots greater than 300m².


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

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

Description of Restriction:

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

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

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CREATION OF RESTRICTION No. 38

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

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

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

Description of Restriction:

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

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

CREATION OF RESTRICTION No. 39

The following restriction is to be created upon registration of this plan for lots greater than 300m².


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

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

Description of Restriction:

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

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

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

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

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

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

Description of Restriction:

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

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

CREATION OF RESTRICTION No. 41

The following restriction is to be created upon registration of this plan for lots greater than 300m².

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

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

Description of Restriction:

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

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

CREATION OF RESTRICTION No. 42

The following restriction is to be created upon registration of this plan for lots less than 300m².

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

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

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

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



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Version: 1

ORIGINAL SHEET
SIZE: A3

SHEET 43

CREATION OF RESTRICTION No. 43

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

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

Description of Restriction.

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

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

CREATION OF RESTRICTION No. 44

The following restriction is to be created upon registration of this plan for lots greater than 300m².

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

Description of Restriction.

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

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


CREATION OF RESTRICTION No. 45

The following restriction is to be created upon registration of this plan for lots less than 300m².

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

Description of Restriction.

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

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER**PS819166Y**

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

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

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



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

Produced 18/12/2024 03:11:52 PM

Status	Registered	Dealing Number	AW189370U
Date and Time Lodged	21/10/2022 04:03:52 PM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	TGM: 8996330

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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Estate and/or Interest

FEE SIMPLE

Land Title Reference

12324/094

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	WHITTLESEA CITY COUNCIL
Address	
Street Number	25
Street Name	FERRES
Street Type	BOULEVARD
Locality	SOUTH MORANG
State	VIC
Postcode	3752

Additional Details



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

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

Executed on behalf of	WHITTLESEA CITY COUNCIL
Signer Name	REBEKAH PARIKH
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	21 OCTOBER 2022

File Notes:

NIL

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

Statement End.



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Document Identification	AW189370U
Number of Pages (excluding this cover sheet)	16
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www.maddocks.com.au

DX 259 Melbourne

Agreement under section 173 of the Planning and Environment Act 1987 Subject Land: 355 Vearings Road, Wollert

Whittlesea City Council
and

Villawood Wollert No. 7 Pty Ltd
ACN 604 687 881

INFORMATION ONLY



Madlocks

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|||||
Maddocks

Agreement under section 173 of the Planning and Environment Act 1987

Dated 18/10/2022

Parties

Name	Whittlesea City Council
Address	Civic Centre, Ferres Boulevard, South Morang, Victoria
Short name	Council
Name	Villawood Wollert No. 7 Pty Ltd
Address	ACN 604 687 881 59 Queen Street, Bendigo, Victoria
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 40 of the Planning Permit.
- D. The Parties agree that the obligations of this Agreement are only intended to apply to the Owner of Lot S13.
- E. Craigieburn Road Projects Pty Ltd ACN 603 586 456 is a registered proprietor of the Subject Land and consents to the Owner entering into this Agreement.
- F. As at the date of this Agreement, the Subject Land is encumbered by mortgage(s) in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987 (Vic)*.

Agreement means this Agreement and includes this Agreement as amended from time to time.

Bushfire Management Plan means the bushfire management plan approved by Council under condition 8 of the Planning Permit.

Conservation Area means the area marked 'Reserve No. 19' on the Section 173 Agreement Public Open Space Plan.

Current Address means:

(a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and

(b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

(a) for Council, info@whittlesea.vic.gov.au, or any other email address listed on Council's website; and

(b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit.

Lot has the same meaning in the *Subdivision Act 1988 (Vic)*.

Lot S13 means the Lot identified and delineated as 'S13' on plan of subdivision 819166Y/S7 and is part of the Subject Land.

Mortgagee means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land.

Open Space means the 12 metre wide area marked 'Shuto Walk' on the Section 173 Agreement Public Open Space Plan.

Owner means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

Owners Corporation has the same meaning as in the *Owners Corporation Act 2006* and, for the purposes of this Agreement, being Owners Corporation No. 1 PS819166Y.

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Owner's obligations includes the Owner's specific obligations and the Owner's further obligations.

Party or Parties means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

Pedestrian Accessway means

(a) any 4 metre wide accessway(s) for pedestrian use marked 'Lamington Walk' on the Section 173 Agreement Public Open Space Plan; and

(b) includes services to ensure the useability of the Pedestrian Accessway including but not limited to, drainage, lighting, pavement and clear signage.

Planning Permit means planning permit no. 718965, as amended from time to time, issued on 13 August 2020, authorising a subdivision of the Subject Land in accordance with plans endorsed by Council.

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

Section 173 Agreement Public Open Space Plan means the plan in **Annexure A**, or any other amended or subsequent plan agreed between the Parties from time to time for the purpose of identifying the location of the Open Space, Conservation Area and Pedestrian Accessway.

Subject Land means the land contained in certificate of title volume 12324 folio 094 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and



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2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 secure public access through the Subject Land via the Pedestrian Accessway and Open Space;
- 3.2 place obligations on the Owner of the Subject Land to undertake matters associated with the Pedestrian Accessway and Open Space in accordance with this Agreement;
- 3.3 give effect to the Planning Permit; and
- 3.4 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

The Parties acknowledge and agree that Council entered into this Agreement for the following reasons:

- 4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

5. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

6. Owner's specific obligations

The Owner covenants and agrees that:

6.1 Pedestrian Accessway and Open space

- 6.1.1 the Owner must provide and maintain public access to the Pedestrian Accessway and Open Space at all times;
- 6.1.2 the Pedestrian Accessway along the southern boundary of the Subject Land, is to be maintained as a fire buffer between the Conservation Area and the adjoining allotments at all times consistent with any requirements in the Bushfire Management Plan;
- 6.1.3 all at the Owner's cost and to Council's satisfaction;
- 6.1.3 the Pedestrian Accessway must only be used for the purpose of providing access for the public unless with Council's prior written consent;

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6.2 Lighting of pedestrian accessway and open space

6.2.1 the Owner must maintain lighting along the Pedestrian Accessway and the Open Space at the Owner's cost and to Council's satisfaction;

6.3 Management plan

6.3.1 the Owner must prepare a plan (**Management Plan**) that details the management and maintenance of the Pedestrian Accessway and Open Space at the Owner's cost and to Council's satisfaction;

6.3.2 the **Management Plan** must include, but is not limited to, the following requirements:

- (a) trees to be under-pruned to 1.5 metres in height;
- (b) shrubs to be maintained at 1 metre in height; and
- (c) any maintenance standards for the Pedestrian Accessway and Open Space including any requirements to ensure the safe and appropriate use of the Pedestrian Accessway and Open Space by the public;

6.3.3 the Owner must implement the standards and recommendations of the **Management Plan** at the Owner's cost and to the Council's satisfaction;

6.4 Public liability insurance

6.4.1 prior to providing public access to the Pedestrian Accessway and the Open Space, the Owner must insure the Pedestrian Accessway and Open Space in its name with an insurer reasonably approved by Council for public liability for an amount of \$10 million concerning one single event (**Insurance Policy**) at the Owner's cost;

6.4.2 the Owner will maintain the **Insurance Policy** until this Agreement ends; and

6.4.3 at the Council's request, the Owner must provide a copy of the certificate of currency for the **Insurance Policy** to Council within 30 days of renewal or upon Council requesting the certificate;

6.5 Owners Corporation

if and when the Pedestrian Accessway and the Open Space become part of common property no. 1 on Plan of Subdivision PS819166Y, the Owners Corporation is responsible for complying with clauses 6.1, 6.2, 6.3 and 6.4 of this Agreement.

6.6 Continuing obligations

the Owner's obligations under clauses 6.1, 6.2, 6.3 and 6.4 will continue to apply, regardless of any assumption by the Owners Corporation of responsibility for matters associated with the Pedestrian Accessway and Open Space.

7. Owner's further obligations

7.1 Notice and registration

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



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7.2 Further actions

The Owner:

7.2.1 must do all things reasonably necessary to give effect to this Agreement;

7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with s 181 of the Act; and

7.2.3 agrees to do all things reasonably necessary to enable Council to do so, including:

- (a) sign any further agreement, acknowledgment or document; and
- (b) obtain all necessary consents to enable the recording to be made.

7.3 Council's costs to be paid

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 7.3.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 7.3.2 preparing, drafting, finalising and recording any amendment to this Agreement; and
- 7.3.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

8. Agreement under s 173 of the Act

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

9. Owner's warranties

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

10. Successors in title

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

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

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11. General matters

11.1.1 Notices

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

11.1.1.1 personally on the other Party;

11.1.1.2 by leaving it at the other Party's Current Address;

11.1.1.3 by posting it by priority prepaid post addressed to the other Party at the other Party's Current Address; or

11.1.1.4 by email to the other Party's Current Email.

11.1.2 Counterparts

This Agreement may be executed in counterparts, all of which taken together constitute one document.

11.1.3 Electronic Execution

11.1.3.1 Each Party consents to the signing of this Agreement by electronic means. The parties agree to be legally bound by this Agreement signed in this way.

11.1.3.2 Each Party reserves the right to sign this Agreement by electronic means, including by use of software or an online service for this purpose.

11.1.4 No waiver

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

11.1.5 Severability

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

11.1.6 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

11.1.7 Inspection of documents

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

11.1.8 Governing law

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



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12. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date that this Agreement is signed by the Parties.

13. Ending of Agreement

13.1 This Agreement comes to an end within the meaning of section 177(1) of the Act:

13.1.1 in respect of all of the Lots except for Lot S13, upon the registration of the plan of subdivision creating Lot S13 and, when this occurs, any reference to 'Subject Land' in this Agreement will be deemed to refer to Lot S13 only;

13.1.2 if the parties agree in writing to end the Agreement wholly or in part or as to any part of the Subject Land in accordance with section 177(2) of the Act, in accordance with that agreement; or

13.1.3 if a decision to end the Agreement is made under Part 9 Division 2 of the Act, in accordance with that decision, whichever occurs first.

13.2 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.

13.3 For the avoidance of doubt, the parties agree that section 182A of the Act does not apply and that the purchaser of any Lot except for Lot S13 that is created as a result of the subdivision of the Subject Land does not become a party to the Agreement.

13.4 Once this Agreement ends as to part of the Subject Land including Lot S13, Council will, within a reasonable time following a request from the Owner and at the cost of the requesting party, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.

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Signing Page

Signed, sealed and delivered as a deed by the Parties.

Signed, Sealed and Delivered for and on behalf, and)
with the authority, of the Whittesea City Council by the)
member of Council staff occupying the position or title)
of or acting in the position of **Manager Building and**
Planning in the presence of:

Robert Cobelli
Acting Manager Building & Planning
Signature

Signature of witness

EMILY COPELAND
Print full name of witness

INFORMATION 89370

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Maddocks
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Executed as a deed by Villawood Wollert No. 7 Pty)
Ltd ACN 604 687 881 in accordance with s 127(1) and)
s 127(3) of the Corporations Act 2001:)

DocuSigned by:



Signature of Director

Anthony Ronald Johnson
Print full name

DocuSigned by:



Signature of Director/Company Secretary

Dean Pappas
Print full name

INFORMATION 893370



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Consent by Craigieburn Road Projects Pty Ltd ACN 603 586 456

Craigieburn Road Projects Pty Ltd ACN 603 586 456 as a registered proprietor of the Subject Land consents to the Owner entering into this Agreement.

Executed as a deed by Craigieburn Road Projects Pty Ltd ACN 603 586 456 in accordance with s 127(1) and s 127(3) of the Corporations Act 2001:

DocuSigned by:
[Signature]
C7AF424225EC4AE

Signature of Director

Print full name
Anthony Ronald Johnson

DocuSigned by:
Dean Pappas
1A5DDFF8D04A482

Signature of Director/Company Secretary

Print full name
Dean Pappas

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Mortgagee's Consent

Australia and New Zealand Banking Group Limited ACN 005 357 522 as Mortgagee under instrument of mortgage numbers AR664242A and AS388952V consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

SIGNED, SEALED and DELIVERED for
AUSTRALIA AND NEW ZEALAND
BANKING GROUP LIMITED under
registered Power of Attorney Permanent
Order Book No. 277 page 19 Item 5, in the
presence of:

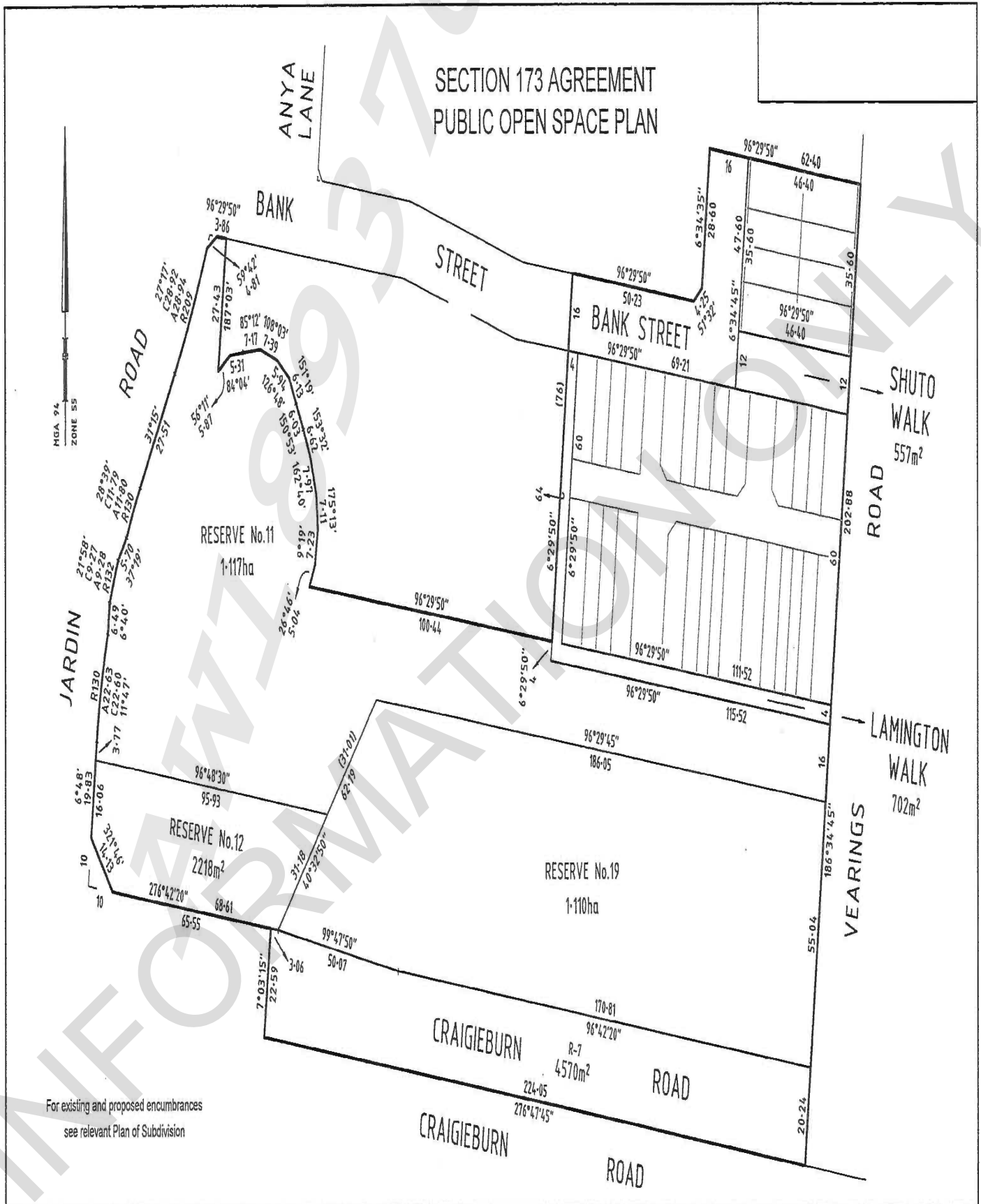
Signature of witness

Name **Jonathan Kent Percy**
Solicitor

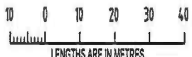

Signature of attorney

Name and title
Jonathan M Perry
Attorney in Charge

DocuSign Envelope ID: 06B01433-E430-436C-962D-692B04255D88



For existing and proposed encumbrances see relevant Plan of Subdivision

SURVEYOR'S FILE REF: 306999P01	SCALE 1:1000  LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 1
 414 La Trobe Street PO Box 16084 Melbourne Vic 3007 T 61 3 9993 7888 spiire.com.au	Licensed Surveyor: Mark Oswald Stansfield Version: 1		



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS819166Y

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

Land Affected by Owners Corporation:

Common Properties 1, 2, Lots 401 - 491, 501 - 591, 601 - 621, 624 - 678, 1501 - 1530, 1601 - 1630, 1701 - 1736, 1801 - 1831, 1901 - 1938, 2401 - 2436, 3101 - 3164, 3501 - 3504, 3601 - 3608, 3701 - 3731, S10, S16, S22, S37, S40, S41.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

LEVEL 1 6 RIVERSIDE QUAY SOUTHBANK VIC 3006

AW733345N 14/04/2023

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. OC046667G 15/01/2020

Additional Owners Corporation Information:

OC046666J 15/01/2020

Notations:

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

Entitlement and Liability:

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

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



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Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS819166Y

Entitlement and Liability:

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



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**OWNERS CORPORATION 1
PLAN NO. PS819166Y**

Entitlement and Liability:

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



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OWNERS CORPORATION 1
PLAN NO. PS819166Y

Entitlement and Liability:

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



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OWNERS CORPORATION 1
PLAN NO. PS819166Y

Entitlement and Liability:

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



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**OWNERS CORPORATION 1
PLAN NO. PS819166Y**

Entitlement and Liability:

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



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Entitlement and Liability:

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



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OWNERS CORPORATION 1
PLAN NO. PS819166Y

Entitlement and Liability:

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



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OWNERS CORPORATION 1
PLAN NO. PS819166Y

Entitlement and Liability:

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



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OWNERS CORPORATION 1
PLAN NO. PS819166Y

Entitlement and Liability:

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



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OWNERS CORPORATION 1
PLAN NO. PS819166Y

Entitlement and Liability:

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/12/2024 03:04:59 PM

OWNERS CORPORATION 1
PLAN NO. PS819166Y

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/12/2024 03:04:59 PM

**OWNERS CORPORATION 1
PLAN NO. PS819166Y**

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/12/2024 03:04:59 PM

OWNERS CORPORATION 1
PLAN NO. PS819166Y

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/12/2024 03:04:59 PM

**OWNERS CORPORATION 1
PLAN NO. PS819166Y**

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS819166Y

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS819166Y**

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS819166Y**

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS819166Y**

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS819166Y**

Entitlement and Liability:

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



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1
PLAN NO. PS819166Y

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3721	10	10
Lot 3722	10	10
Lot 3723	10	10
Lot 3724	10	10
Lot 3725	10	10
Lot 3726	10	10
Lot 3727	10	10
Lot 3728	10	10
Lot 3729	10	10
Lot 3730	10	10
Lot 3731	10	10
Lot S10	1000	1
Lot S16	1000	1
Lot S22	3000	1
Lot S37	200	1
Lot S40	1	1
Lot S41	420	1
Total	11281.00	5666.00

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

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS819166Y

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

Land Affected by Owners Corporation:

Common Property 2, Lots 2401 - 2436.

Limitations on Owners Corporation:

Limited

Postal Address for Services of Notices:

SUITE 12 LEVEL 2 100 OVERTON ROAD WILLIAMS LANDING VIC 3027

AW733345N 14/04/2023

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. OC058524N 06/04/2023

Additional Owners Corporation Information:

OC058523Q 06/04/2023

Notations:

Folio of the Register for Common Property No. 2 is in the name of Owners Corporation 1.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 2401	10	10
Lot 2402	10	10
Lot 2403	10	10
Lot 2404	10	10
Lot 2405	10	10
Lot 2406	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS819166Y

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/12/2024 03:04:59 PM

**OWNERS CORPORATION 2
PLAN NO. PS819166Y**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2436	10	10
Total	360.00	360.00

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

Statement End.

INFORMATION ONLY



C Kaur & R J Randhawa
24 Edenvale Boulevard
WOLLERT VIC 3750

029

Assessment number: 1196286



To receive your rates notice via email, register at
whittlesea.enotices.com.au
Reference No: 950F7A041X

Issue date: 31/07/2024

Instalment 1

\$609.22

Due By 30/09/2024

* If full payment of the instalment 1 amount is not received by **30 September 2024**, your account will revert to the lump sum option shown below. If this occurs you will not receive instalment reminder notices.

Instalment 2 **\$381.00**

Due By 30/11/2024

Instalment 3 **\$381.00**

Due By 28/02/2025

Instalment 4 **\$381.00**

Due By 31/05/2025

If you would prefer to pay via smaller, regular payments throughout the year, scan the FlexiPay QR code in the payments section below.

OR

Lump sum **\$1,752.22**

Due By 15/02/2025

Access free and discounted waste disposal vouchers online



Visit whittlesea.vic.gov.au/wastevouchers to download your vouchers or call **9217 2170**.

Property details 36 Bank Street WOLLERT VIC 3750

LOT 2429 PS 819166Y

Owner: Kaur Charanpreet & Randhawa Ramanrai Jeet Singh

Ward: Ganbu Gulinj

Valuation details

Site Value \$260,000 Capital Improved Value \$490,000 Net Annual Value \$24,500

Level of value date 01/01/2024 Valuation operative date 01/07/2024

AVPCC 120 Single Strata Unit/Villa Unit/Townhouse

Rates and charges

Balance Brought Forward	\$224.41
Council Charges	
General rate 24,500 x 0.04683579	\$1,147.48
Waste Service Charge (Res/Rural) 1 x 205.70	\$205.70
State Government Charges	
Fire services charge (Res) 1 x 132	\$132.00
Fire services levy (Res) 490,000 x 0.00008700	\$42.63
Total	\$1,752.22

Payments received after 15 July 2024 may not be included on this notice

How to pay

whittlesea.vic.gov.au



Phone 1300 301 185



Council Offices

See the back of this notice for opening hours and locations

BPAY



Biller Code: 5157
Ref: 1196286

BPAY this payment via internet or phone banking

FlexiPay

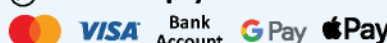


Set up your flexible payment options.



Scan the QR code or visit

whittlesea-pay.enotices.com.au



Post Billpay



Post Billpay Code: 0350
Ref: 11962866

Pay in person at any post office:

131 816 or postbillpay.com.au

Scan the barcode below and pay with your iPhone, iPad or Android device. Download the Australia Post mobile app.



*350 11962866



*350 11962866

Waste and recycling vouchers are now online - whittlesea.vic.gov.au/wastevouchers

Payment – instalments/lump sum

City of Whittlesea's rates and charges for 2024/25 are payable by four instalments or an annual lump sum.

Instalments – You can pay your rates via four instalment payments. The due date for each instalment is shown on the front of this notice. Payment of the first instalment must be received by 30 September 2024. Reminders will be issued for the second, third and fourth instalments.

Lump sum – You can choose to pay your rates as a lump sum. The lump sum amount is shown on the front of this notice, and payment is due on or before 15 February 2025.

Payment plans

If you are having difficulty making your rates payment, you can apply for a payment plan at whittlesea-pay.enotices.com.au using enotices reference on the front of this notice. Alternatively, you can contact us about an arrangement, deferral or payment plan by emailing arrangements@whittlesea.vic.gov.au

Financial hardship

If you are struggling to pay your rates due to financial hardship, you can see what options are available to assist you under our Financial Hardship Policy. Visit whittlesea.vic.gov.au/rates or call us on 9217 2170.

Interest on late payments

Rates and charges not paid on or before the due date will be charged interest from the instalment dates. Interest will continue to accrue until the account is up to date. Penalty interest is charged at 10% per annum as provided in the *Penalty Interest Rates Act 1983*.

Allocation of payments

All payments will be credited in the following order: legal costs, interest charges, overdue rates and charges, current year rates and charges.

Rate capping

Council has complied with the Victorian Government's rate cap of 2.75%. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- the valuation of your property relative to the valuation of other properties in the municipality
- the application of any differential rate by Council
- the inclusion of other rates and charges not covered by the Victorian Government's rate cap.

Date rates declared

21 May 2024

Fire Services Property Levy

Council must collect the Fire Services Property Levy on behalf of the Victorian Government. If the leviable land is rateable land, or if it is classed as residential but is not rateable land, you may apply for a waiver, deferral, or concession in accordance with sections 27 and 28 of the *Fire Services Property Levy Act 2012*.

A property is allocated an Australian Valuation Property Classification Code (AVPCC) to determine the land use classification for Fire Services Property Levy purposes.

Pension rebate

Ratepayers who hold a Pension Concession Card or certain cards issued by Department of Veterans' Affairs may be entitled to a rate rebate on their main place of residence. Application forms are available at whittlesea.vic.gov.au or by calling 9217 2170. Health care cards are not accepted.

Farm land and single farming enterprise

For a property to be rated as 'farm land', an application form must be submitted to Council for review. Application forms are available at the Council Offices or at whittlesea.vic.gov.au

You may also apply for a single farm enterprise exemption in accordance with section 9 of the *Fire Services Property Levy Act 2012*.

Objection to the valuation

The values shown on this notice were assessed as at 1 January 2024 by the Valuer General Victoria. Objections to the valuation of your property (including the AVPCC) can be made under section 17 of the *Valuation of Land Act 1960*. Objection must be lodged within two months of this notice or Supplementary Notice being issued and can be lodged online at ratingvaluationobjections.vic.gov.au

Regardless of an objection being lodged, the rates and charges as assessed must be paid by the due dates to avoid penalty interest. Any overpayments will be refunded. These valuations may be used by other authorities. The State Revenue Office uses the site value in assessing Land Tax. Contact the State Revenue Office for more information.

Objection to a rate or charge

You can object to a rate or charge by appealing to the County Court under section 184 of the *Local Government Act 1989*. Any appeal must be lodged within 60 days of the date of issue of this notice. You may only appeal on one or more of the following grounds:

- that the land is not rateable land (this is not applicable to special rates)
- that the rate or charge assessment was calculated incorrectly
- that the person rated is not liable to be rated.

Change of name/address

It is the responsibility of the owner/s to immediately notify Council in writing of any changes of name and/or address for this property.

Waste vouchers

Vouchers are not transferable or for commercial use – the resident must be present when using vouchers. Proof of address identification is required when presenting vouchers.

Privacy statement

The information on this notice is subject to the *Privacy and Data Protection Act 2014* and will be kept on record at Council. Please call 9217 2170 for further information on privacy matters.

Differential rates calculated on net annual value

Differential type	Rate in the dollar	Differential for this assessment
General	0.04683579	\$1,147.48
Farm*	0.02810147	\$688.49

* Eligible ratepayers can apply for farm rate.
Please see Council's website for the application form.



**City of
Whittlesea**

📍 **South Morang**
25 Ferres Boulevard,
South Morang 3752
Monday to Friday, 8.30am–5pm

📍 **Whittlesea**
63 Church Street, Whittlesea 3757
Monday to Friday, 9.30am–5pm

☎ 9217 2170 (including after hours emergencies)
National Relay Service
133 677 (ask for 9217 2170)

📧 Locked Bag 1, Bundoora MDC VIC 3083

✉ info@whittlesea.vic.gov.au

🌐 whittlesea.vic.gov.au



**Free telephone
interpreter service**

131 450

Arabic خدمة الترجمة الشفهية الهاتفية المجانية
Chinese Simplified 免费电话传译服务
Chinese Traditional 免費電話傳譯服務
Greek Δωρεάν τηλεφωνική υπηρεσία διερμηνέων
Italian Servizio di interpretariato telefonico gratuito

Macedonian Бесплатна телефонска услуга за преведување
Persian/Farsi خدمات مترجم شفاهی تلفنی رایگان
Punjabi ਮੁਫਤ ਟੈਲੀਫੋਨ ਦੁਆਰਾ ਸੇਵਾ
Turkish Ücretsiz telefonla tercümanlık servisi
Vietnamese Dịch vụ thông dịch qua điện thoại miễn phí

Mr R Randhawa & Ms C Kaur
36 Bank St
WOLLERT VIC 3750

Enquiries 1300 304 688
Faults (24/7) 13 27 62

Account number 3225664300
Issue date 17 Dec 2024
36 Bank St
Property address Wollert
Property reference 5276176

Yarra Valley Water ABN 93 066 902 501

Statement of transactions

Statement period 1 Jan 2024 to 17 Dec 2024

Date	Transaction	Period	Usage	Debit	Credit	Balance
01/01/24	Balance Brought Forward					\$0.00
08/02/24	Recycled Water Usage Charge	15/11/23 - 24/01/24	11kL	\$20.76		\$20.76
08/02/24	Sewerage System Charge	31/12/23 - 31/03/24		\$114.46		\$135.22
08/02/24	Water Supply System Charge	31/12/23 - 31/03/24		\$20.04		\$155.26
08/02/24	Water and Sewer Usage Charge	15/11/23 - 24/01/24	13kL	\$43.47		\$198.73
19/02/24	Waterways and Drainage Charge	01/01/24 - 31/03/24		\$29.38		\$228.11
19/02/24	Parks Charge	01/01/24 - 31/03/24		\$21.10		\$249.21
20/02/24	Recycled Water Usage Charge	25/01/24 - 19/02/24	7kL	\$13.21		\$262.42
20/02/24	Water and Sewer Usage Charge	25/01/24 - 19/02/24	8kL	\$26.75		\$289.17
04/03/24	Pension and Concession Rebate				\$155.23	\$133.94
19/03/24	Payment - BPAY				\$133.94	\$0.00
09/05/24	Waterways and Drainage Charge	31/03/24 - 30/06/24		\$29.38		\$29.38
09/05/24	Parks Charge	31/03/24 - 30/06/24		\$21.10		\$50.48
09/05/24	Sewerage System Charge	31/03/24 - 30/06/24		\$114.46		\$164.94
09/05/24	Water Supply System Charge	31/03/24 - 30/06/24		\$20.04		\$184.98
10/05/24	Recycled Water Usage Charge	19/02/24 - 09/05/24	16kL	\$30.19		\$215.17
10/05/24	Water and Sewer Usage Charge	19/02/24 - 09/05/24	17kL	\$56.84		\$272.01
10/05/24	Pension and Concession Rebate				\$88.04	\$183.97

Continued next page

Download a statement anytime online

1. Login or register for an online account at yvw.com.au/online
2. Go to Bills & Payments to download a detailed transaction
3. Choose your preferred dates and format (PDF or Excel)

Date	Transaction	Period	Usage	Debit	Credit	Balance
23/05/24	Payment - BPAY				\$183.97	\$0.00
06/08/24	Waterways and Drainage Charge	30/06/24 - 30/09/24		\$30.77		\$30.77
06/08/24	Parks Charge	30/06/24 - 30/09/24		\$21.98		\$52.75
06/08/24	Sewerage System Charge	30/06/24 - 30/09/24		\$119.50		\$172.25
06/08/24	Water Supply System Charge	30/06/24 - 30/09/24		\$20.86		\$193.11
12/08/24	Recycled Water Usage Charge	09/05/24 - 09/08/24	17kL	\$32.36		\$225.47
12/08/24	Water and Sewer Usage Charge	09/05/24 - 09/08/24	25kL	\$84.58		\$310.05
12/08/24	Pension and Concession Rebate				\$91.50	\$218.55
02/09/24	Payment - BPAY				\$218.55	\$0.00
07/11/24	Waterways and Drainage Charge	30/09/24 - 31/12/24		\$30.77		\$30.77
07/11/24	Parks Charge	30/09/24 - 31/12/24		\$21.98		\$52.75
07/11/24	Sewerage System Charge	30/09/24 - 31/12/24		\$119.50		\$172.25
07/11/24	Water Supply System Charge	30/09/24 - 31/12/24		\$20.86		\$193.11
12/11/24	Recycled Water Usage Charge	09/08/24 - 11/11/24	16kL	\$30.81		\$223.92
12/11/24	Water and Sewer Usage Charge	09/08/24 - 11/11/24	31kL	\$106.46		\$330.38
12/11/24	Pension and Concession Rebate				\$91.50	\$238.88
03/12/24	Payment - BPAY				\$238.88	\$0.00
Balance				\$1,201.61	\$1,201.61	\$0.00

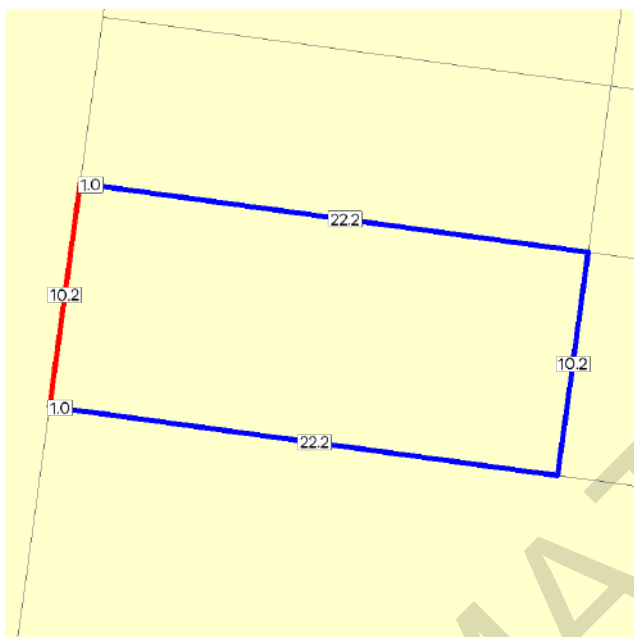
PROPERTY DETAILS

Address: **36 BANK STREET WOLLERT 3750**
Lot and Plan Number: **Lot 2429 PS819166**
Standard Parcel Identifier (SPI): **2429\PS819166**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1196286**
Directory Reference: **Melway 388 D10**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



Area: 237 sq. m

Perimeter: 67 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **THOMASTOWN**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

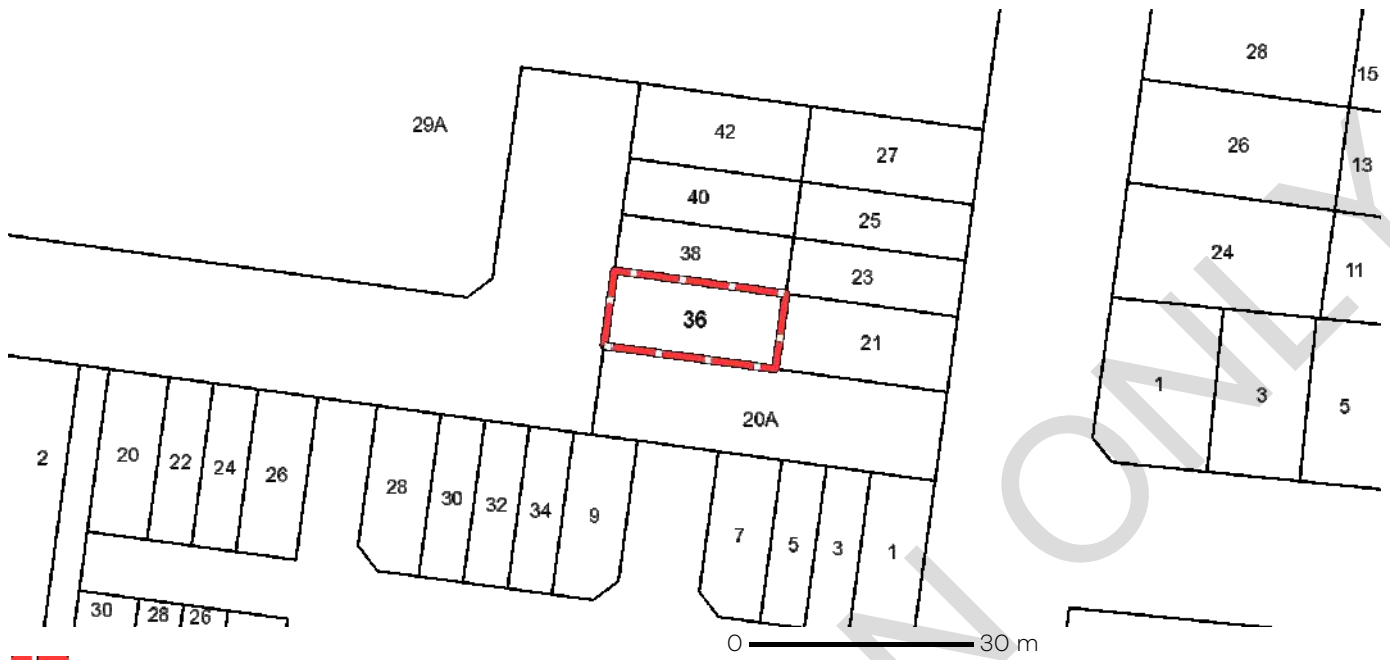
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

Area Map



 Selected Property

From www.planning.vic.gov.au at 18 December 2024 03:14 PM

PROPERTY DETAILS

Address: **36 BANK STREET WOLLERT 3750**
Lot and Plan Number: **Lot 2429 PS819166**
Standard Parcel Identifier (SPI): **2429\PS819166**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1196286**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 388 D10**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **THOMASTOWN**

OTHER

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

[View location in VicPlan](#)

PLANNING SUMMARY

Bushfire Prone Area This property is not in a designated bushfire prone area.

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

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

Planning Overlay [DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 16 \(DCPO16\)](#)

[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

[INCORPORATED PLAN OVERLAY \(IPO\)](#)

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

Note

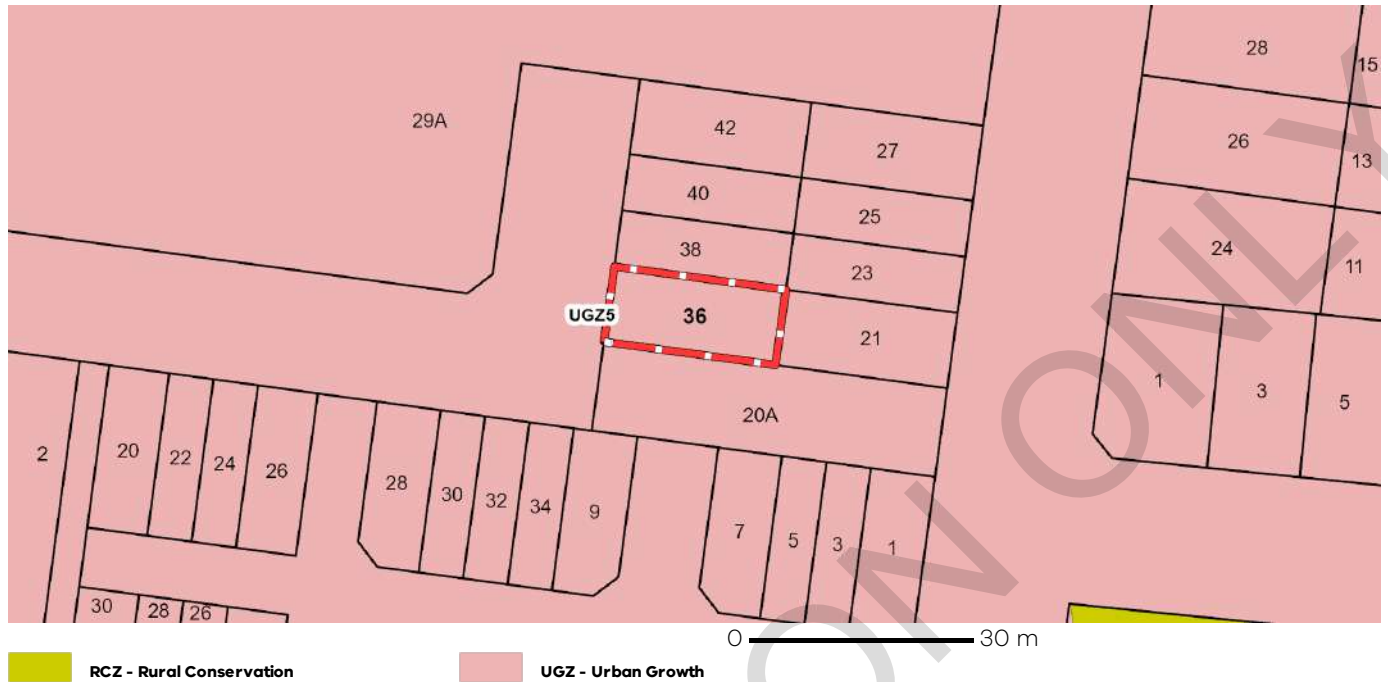
**This land is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.**

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

Planning Zones

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

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

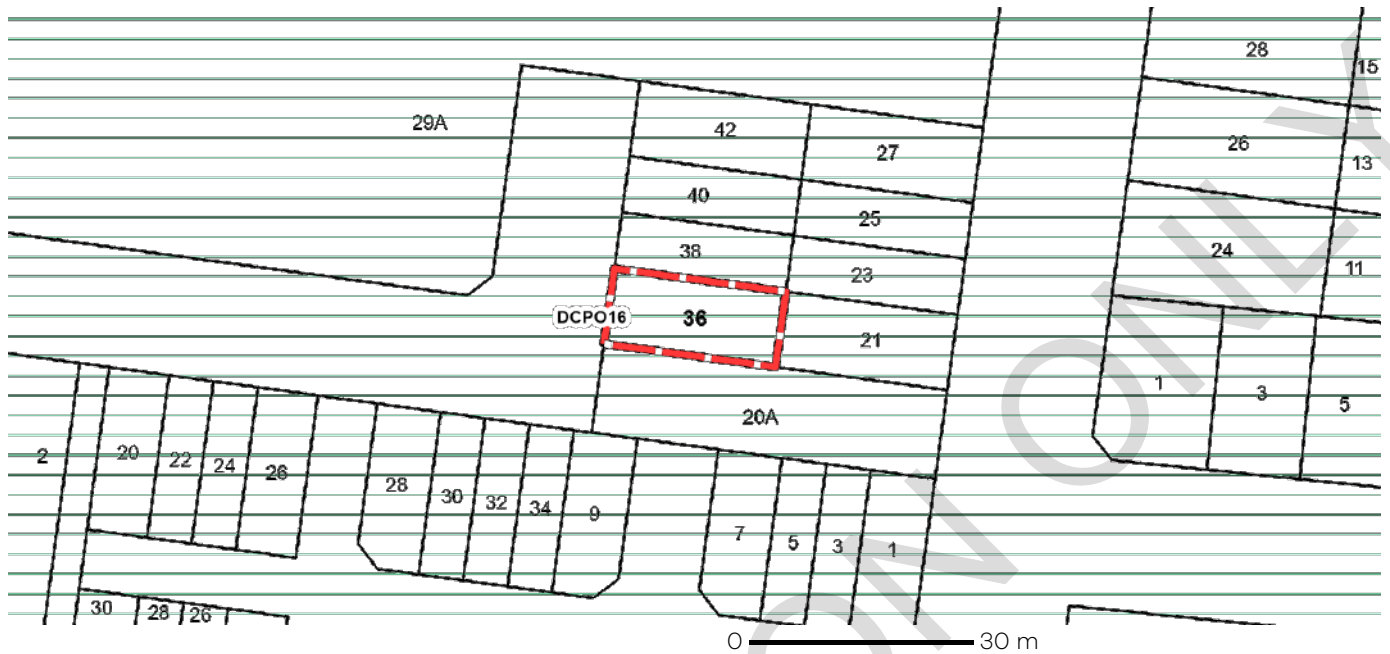


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 16 \(DCPO16\)](#)



 **DCPO - Development Contributions Plan Overlay**

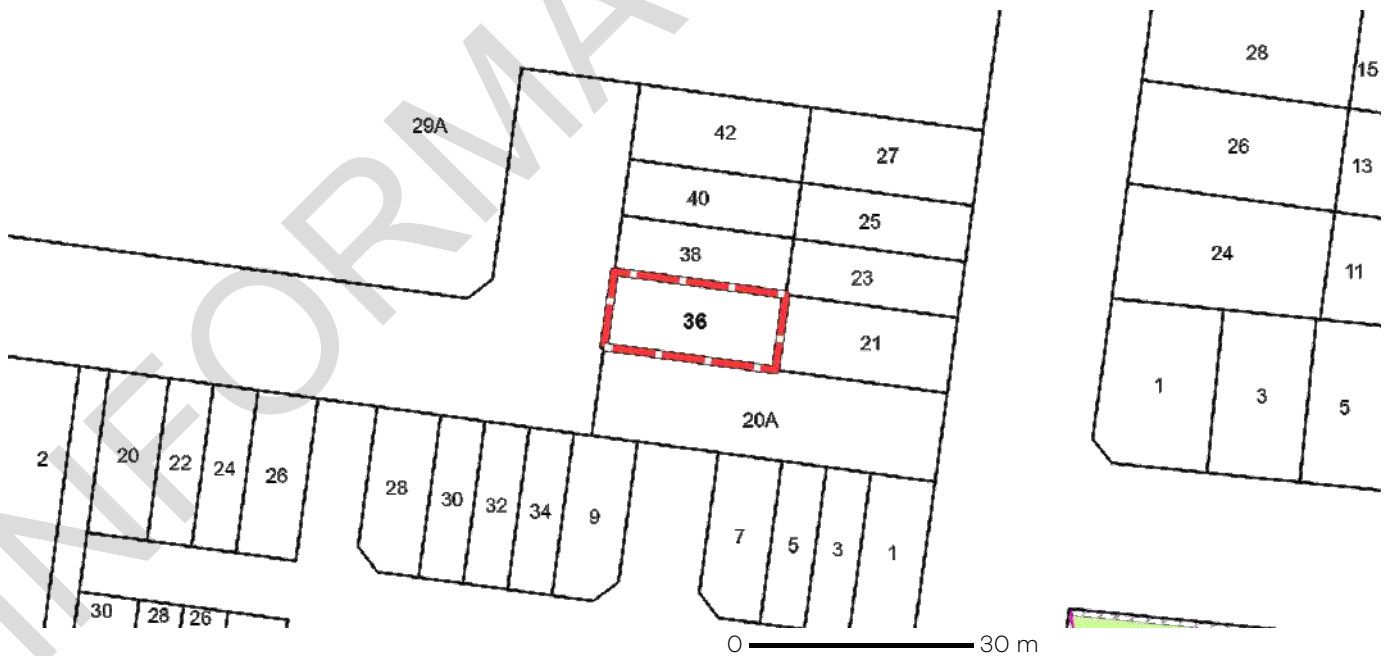
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

[INCORPORATED PLAN OVERLAY \(IPO\)](#)



 **ESO - Environmental Significance Overlay**  **IPO - Incorporated Plan Overlay**

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

Growth Area Infrastructure Contribution

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



Melbourne Strategic Assessment

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



Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

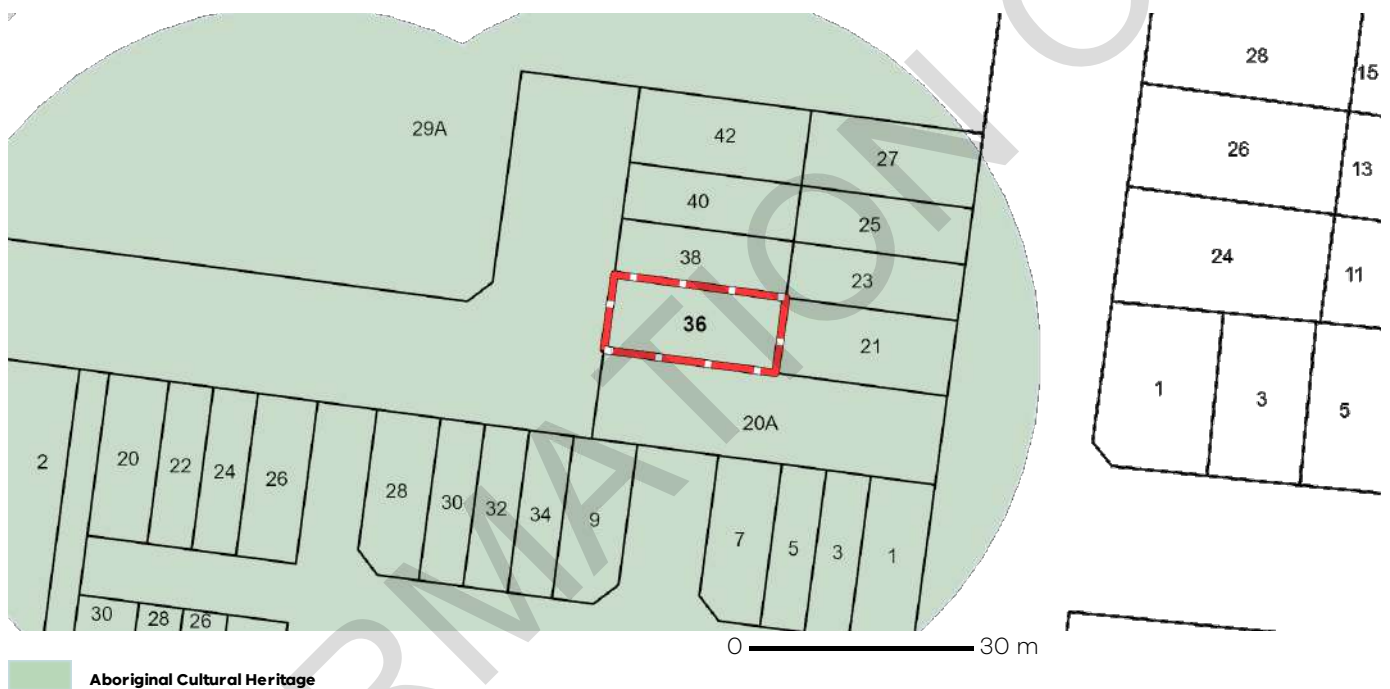
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



 Aboriginal Cultural Heritage

Further Planning Information

Planning scheme data last updated on 4 December 2024.

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

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

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

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

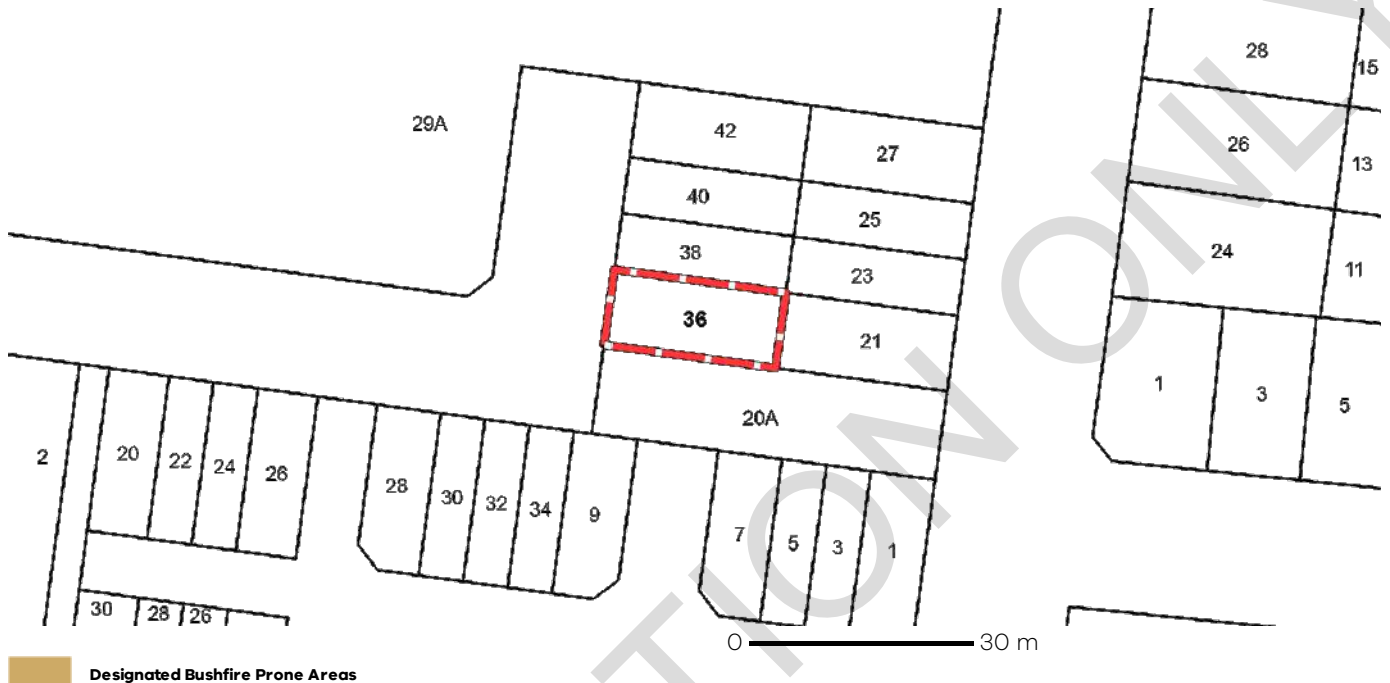
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

FORM 2

Regulation 37(1)

Building Act 1993

Building Regulations 2018

BUILDING PERMIT



ISSUED TO (AGENT OF OWNER)

Metricon Homes Pty Ltd - 501 Blackburn Road, Mount Waverley - 3149, VIC
townlivingpermits@metricon.com.au

ADDRESS FOR SERVING OR GIVING OF DOCUMENTS

Metricon Homes Pty Ltd - 501 Blackburn Road, Mount Waverley - 3149, VIC
Contact: Metricon Homes Telephone: 03 9915 5555

OWNERSHIP DETAILS

Villawood Wollert No. 7 Pty Ltd & Craigieburn Road Projects Pty Ltd - Level 1, 6 Riverside Quay, Southbank - 3006, VIC
Contact: James Beresford Email: james@villawoodproperties.com Telephone: 0401 797 824

PROPERTY DETAILS

Lot 2429 (36) Bank Street, Wollert - 3750

LP/PS PS819166Y	VOLUME 12324	FOLIO 094	COUNTY -
CROWN ALLOTMENT -	SECTION -	PARISH -	
MUNICIPAL DISTRICT City of Whittlesea			

BUILDER

Metricon Homes Pty Ltd, 501 Blackburn Road, Mount Waverley - 3149, VIC
03 9915 5555

DETAILS OF BUILDING PRACTITIONERS AND ARCHITECTS WHO WERE ENGAGED TO PREPARE DOCUMENTS FORMING PART OF THE APPLICATION FOR THIS PERMIT

Metricon Homes Pty Ltd	Builder	CDB-U 52967
Boyi Zhi	Engineer	PE0003985
Thanh Quoc Vuong	Fire Engineer	PE0000179
Shending Pan	Fire Engineer	PE0001121

DETAILS OF BUILDING PRACTITIONERS AND ARCHITECTS TO BE ENGAGED IN THE BUILDING WORK

Metricon Homes Pty Ltd	Builder	CDB-U 52967
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DETAILS OF DOMESTIC BUILDING WORK INSURANCE

Insurance House Pty Ltd	INSURANCE POLICY NUMBER C714218
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NATURE OF BUILDING WORK

Proposed construction of a new dwelling and garage
Version of BCA applicable to permit: National Construction Code Building Code of Australia 2019 – Volume 2

STOREYS CONTAINED Two	STAGE OF BUILDING WORK PERMITTED Whole	COST OF BUILDING WORK \$321,115.00	FLOOR AREA OF NEW BUILDING WORK 176 m2
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BUILDING CLASSIFICATION

PART OF BUILDING	BCA CLASSIFICATION	DESCRIPTION
Ground & First Floor	1a(b)	Dwelling
Ground Floor	10a	Garage

PERFORMANCE SOLUTION (IF APPLICABLE)

A Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1- Structural stability and resistance	A Performance Solution was used to determine compliance with the Performance Requirement of the NCC BCA Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the OS'Brace 6mm is supported by a certificate or report from a professional engineer or other appropriately qualified person, that the product meets the relevant Performance Requirement.

PERFORMANCE SOLUTION (IF APPLICABLE)

A Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1- Structural stability and resistance	A Performance Solution was used to determine compliance with the Performance Requirement of the NCC BCA Vol 2 that relates to this project. Pursuant to A5.2(1)(d) Evidence of suitability, the 'hyJOIST' framing is supported by a report issued by an Accredited Testing Laboratory, that the product meets the relevant Performance Requirement.

PERFORMANCE SOLUTION (IF APPLICABLE)

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:	
RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.6.1	1. To permit the use of grey water treatment systems or dual water reticulation and water recycling systems connected to toilet flushing systems.

PERFORMANCE SOLUTION (IF APPLICABLE)

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:	
RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.3.1 – Spread of fire	<ul style="list-style-type: none"> Window shrouds and facade articulation proposed to be located within 900 mm of the allotment boundary. <p>Assessment method was A2.1(1) and A2.2(2)(b)(ii) & (d)</p>

PERFORMANCE SOLUTION (IF APPLICABLE)

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:	
RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1- Structural stability and resistance 2. P2.2.2 – Weatherproofing 3. P2.2.3 – Rising Damp 4. P2.3.4 – Bushfire areas – (BAL 29)	A Performance Solution was used to determine compliance with the Performance Requirement of the NCC BCA that relates to this project. The light weight cladding is supported by a CodeMark (CM40006) Certificate of Conformity that the product meets the performance requirements of the Building Regulations.

PERFORMANCE SOLUTION (IF APPLICABLE)

A combined deemed to satisfy solution and Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:	
RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1.1 (a) (b) (i)(ii)(iii) – Structural stability and resistance 2. P2.2.2 – Weatherproofing 3. P2.3.1 – Spread of fire 4. P2.3.4 – Building in Bushfire areas 5. P2.4.6 – Sound Insulation 6. P2.4.7 – Condensation and water vapour management 7. P2.6.1 – Energy Efficiency	A combination of deemed to satisfy solutions and Performance Solution/s was used to determine compliance with the Performance Requirement of the NCC BCA 2019 Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the Hebel PowerPanel XL External Wall system is supported by a CodeMark (CM40049) certificate of conformity that the product meets the Performance Requirements of the Building Regulations.

PERFORMANCE SOLUTION (IF APPLICABLE)

A combined deemed to satisfy solution and Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:	
RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1.1 (a) (b) (i)(ii)(iii) – Structural stability and resistance 2. P2.2.2 – Weatherproofing 3. P2.3.1 – Spread of fire 4. P2.3.4 – Building in Bushfire areas 5. P2.4.6 – Sound Insulation 6. P2.4.7 – Condensation and water vapour management 7. P2.6.1 – Energy Efficiency	A combination of deemed to satisfy solutions and Performance Solution/s was used to determine compliance with the Performance Requirement of the NCC BCA 2019 Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the Hebel PowerPanelXL Intertenancy Wall system is supported by a CodeMark (CM40048) Certificate of conformity that the product meets the Performance Requirements of the Building Regulations.

PRESCRIBED REPORTING AUTHORITIES

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:		
REPORTING AUTHORITY	MATTER REPORTED ON OR CONSENTED TO	REGULATION No.
1. City of Whittlesea	Report & Consent – Legal Point of Discharge of Storm Water	133(2)

PROTECTION WORK

Protection work is not required in relation to the building work proposed in this permit.

INSPECTION REQUIREMENTS

The mandatory inspection notification stages are:			
Before placing a footing	Before pouring an in situ reinforced concrete	The completion of framework	Final, on completion of all building work

OCCUPATION OR USE OF BUILDING

An occupancy permit is required prior to the occupation or use of this building.
 If an occupancy permit is required, the permit is required for the whole of the building in relation to which the building work is carried out.

COMMENCEMENT AND COMPLETION

The building work must commence by 15/09/2023.

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the Relevant Building Surveyor before this date under Regulation 59 of the Building Regulations 2018.

This building work must be completed by 15/09/2024.

If the building work to which this building permit applies is not completed by this date, this building permit will lapse unless an extension is applied for and granted by the Relevant Building Surveyor before this date under Regulation 59 of the Building Regulations 2018.

CONDITIONS:

This Permit is subject to the following conditions: -

1. This building permit shall be read in-conjunction with the endorsed drawings.
2. The builder named in the building permit must ensure that a copy of the building permit and one copy of each document given to the builder under Regulation 40 are available for inspection at the allotment while the building work to which the building permit applies is being carried out on that allotment.
3. The builder named in the building must ensure that
 - a) The following information is displayed on the allotment for which the permit relates in a conspicuous position accessible to the public before commencement of the building work to which the permit applies-
 - (i) The registration numbers and contact details of the builder and the Relevant Building Surveyor;
 - (ii) The building permit number and the date of issue of the permit; and
 - b) The information referred to in paragraph (a) continues to be displayed and remains visible and legible for the duration of the building work.
4. It is the owner's responsibility to ensure that building works are in accordance with any restrictions and / or covenants on the Certificate of Title and the associated Plan of Sub-Division.
5. Prior to the erection of the Frame, the builder shall supply the engineered design documentation for any prefabricated Walls (including bracing design), Floors and/or Roof Truss Computations and Certification to the Relevant Building Surveyor. All prefabricated Walls (including bracing design), Floors and/or Roof Truss must be installed in accordance with the manufacturers installation guidelines.
6. If access is required upon the footpath the builder is to obtain report and consent pursuant to Building Regulation 116 Protection of the Public.
7. This dwelling has been designed to achieve a minimum of 6 Star Energy Rating and includes an onsite connection to Recycled Water provided by the Relevant Authority.
8. The building/s envelope is not within a designated bushfire prone area as designated in the mapping by VIC Land channel at the date of Building permit issue. No bushfire construction requirements apply.
9. Carparking must be accessible from the front street with a crossover and a driveway pursuant to Regulation 78. AS 2890.1-2004 is NOT a referenced Australian Standard to the National Construction Code, however it provides guidelines for builders and owners when designing and constructing their driveways, wherein the maximum driveway gradient is 1:8 or 1:5 with transitions top and bottom.
10. Prior to the issue of the Occupancy Permit and the installation of the surface covering/s to all stair treads, ramps and landings; the builder shall provide the manufacturers test certificates (in accordance with AS 4586) to demonstrate that all surface coverings are compliant with TABLE 3.9.1.3 of the NCC 2019 – Volume 2, to the satisfaction of the relevant building surveyor.
11. The integrity of the "Separating walls" must be maintained for both fire and sound rating in accordance with the Building Code of Australia (NCC BCA) Volume Two and manufactures installation guides. – A declaration/certificate of installation must be given before the issue of Occupancy Permit.
12. The builder is to ensure the light weight cladding system (Exsulite) is installed strictly in accordance with the Exsulite Thermal Façade System comprises a number of proprietary components that may only be installed by Dulux Trained & Registered Installers, in accordance with the Exsulite Façade System Installation & Specification Manual (Australia – 01 January 2018 Version 4) and Exsulite Façade System Construction Drawings (Australia – 01 January 2018 Version 3). Furthermore upon completion the builder is to provide a certificate to confirm the installation has been carried out strictly in accordance with the aforementioned specifications.
13. The builder is to ensure the light weight cladding system is installed strictly in accordance with the Hebel HELIT016 FEB21 Houses and Low Rise Multi Res PowerPanelXL External Walls Design and Installation guide, incorporating Hebel PowerPanelXL External Walls Slab Edge Rebate Technical Update TU-033 dated 17/08/2020. Furthermore upon completion the builder is to provide a certificate to confirm the installation has been carried out strictly in accordance with the aforementioned specifications.
14. The builder is to ensure the light weight cladding system is installed strictly in accordance with the Hebel Low Rise Multi Residential 75mm PowerPanelXL Intertency Walls Design and Installation guide version HELIT013APRIL19 for guidance. Furthermore upon completion the builder is to provide a certificate to confirm the installation has been carried out strictly in accordance with the aforementioned specifications.
15. Prior to Certificate of Occupancy the builder is to provide the Relevant Building Surveyor with written confirmation that all construction requirements listed within the Fire Engineer Report Reference: VP Fire 2205211, Revision: Rev 2, Prepared by Shending Pan PE0001121 and certified by Thanh Quoc Vuong PE0000179, dated 05/09/2022, have been installed to the dwelling.



RELEVANT BUILDING SURVEYOR

David Dennerley

BUSINESS

Checkpoint Building Surveyors
Address: 226 Normanby Road Southbank VIC 3006
Email: enquiries@check-point.com.au
Phone: (03) 9673 0000

SIGNATURE

REGISTRATION No.

BS-L 60053

PERMIT No.

2947629512579

DATE

15/09/2022

NOTES:

- Under Regulation 43 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
- Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.
- Restrictions on the sale of the property apply under Section 137B of the Building Act 1993 for an owner-builder.
- It's the responsibility of the owner-builder to provide the names of the registered building practitioners (trade contractors who require registration) with continuing involvement or with no further involvement for building works over \$5,000 and the domestic warranty insurance for building works over \$16,000.

INFORMATION ONLY

FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018
OCCUPANCY PERMIT

PROPERTY DETAILS

Lot 2429 (36) Bank Street, Wollert - 3750			
LP/PS	VOLUME	FOLIO	COUNTY
PS819166Y	12324	094	-
CROWN ALLOTMENT	SECTION	PARISH	
-	-	-	
MUNICIPAL DISTRICT			
City of Whittlesea			

BUILDING PERMIT DETAILS

Building Permit No.: 2947629512579
Version of the BCA applicable to building permit: National Construction Code Building Code of Australia 2019 – Volume 2

BUILDING DETAILS

Proposed construction of a new dwelling and garage				
PART OF BUILDING WHICH PERMIT	BCA CLASSIFICATION	PERMITTED USE	ALLOWABLE FLOOR LOAD	NO. OF PEOPLE
Ground & First Floor	1a(b)	Dwelling	1.5 kPa	NA
Ground Floor	10a	Garage	2.5 kPa	NA

PERFORMANCE SOLUTION (IF APPLICABLE)

A Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1- Structural stability and resistance	A Performance Solution was used to determine compliance with the Performance Requirement of the NCC BCA Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the OS'Brace 6mm is supported by a certificate or report from a professional engineer or other appropriately qualified person, that the product meets the relevant Performance Requirement.

PERFORMANCE SOLUTION (IF APPLICABLE)

A Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1- Structural stability and resistance	A Performance Solution was used to determine compliance with the Performance Requirement of the NCC BCA Vol 2 that relates to this project. Pursuant to A5.2(1)(d) Evidence of suitability, the 'hyJOIST' framing is supported by a report issued by an Accredited Testing Laboratory, that the product meets the relevant Performance Requirement.

PERFORMANCE SOLUTION (IF APPLICABLE)

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.6.1	1. To permit the use of grey water treatment systems or dual water reticulation and water recycling systems connected to toilet flushing systems.

PERFORMANCE SOLUTION (IF APPLICABLE)

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.3.1 – Spread of fire	<ul style="list-style-type: none"> • Window shrouds and facade articulation proposed to be located within 900 mm of the allotment boundary. Assessment method was A2.1(1) and A2.2(2)(b)(ii) & (d)

PERFORMANCE SOLUTION (IF APPLICABLE)

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1- Structural stability and resistance	A Performance Solution was used to determine compliance with the Performance Requirement of the NCC BCA that relates to this project. The light weight cladding is supported by a CodeMark (CM40006) Certificate of Conformity that the product meets the performance requirements of the Building Regulations.
2. P2.2.2 – Weatherproofing	
3. P2.2.3 – Rising Damp	
4. P2.3.4 – Bushfire areas – (BAL 29)	

PERFORMANCE SOLUTION (IF APPLICABLE)

A combined deemed to satisfy solution and Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
<ol style="list-style-type: none"> P2.1.1 (a) (b) (i)(ii)(iii) – Structural stability and resistance P2.2.2 – Weatherproofing P2.3.1 – Spread of fire P2.3.4 – Building in Bushfire areas P2.4.6 – Sound Insulation P2.4.7 – Condensation and water vapour management P2.6.1 – Energy Efficiency 	<p>A combination of deemed to satisfy solutions and Performance Solution/s was used to determine compliance with the Performance Requirement of the NCC BCA 2019 Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the Hebel PowerPanel XL External Wall system is supported by a CodeMark (CM40049) certificate of conformity that the product meets the Performance Requirements of the Building Regulations.</p>

PERFORMANCE SOLUTION (IF APPLICABLE)

A combined deemed to satisfy solution and Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
<ol style="list-style-type: none"> P2.1.1 (a) (b) (i)(ii)(iii) – Structural stability and resistance P2.2.2 – Weatherproofing P2.3.1 – Spread of fire P2.3.4 – Building in Bushfire areas P2.4.6 – Sound Insulation P2.4.7 – Condensation and water vapour management P2.6.1 – Energy Efficiency 	<p>A combination of deemed to satisfy solutions and Performance Solution/s was used to determine compliance with the Performance Requirement of the NCC BCA 2019 Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the Hebel PowerPanelXL Intertency Wall system is supported by a CodeMark (CM40048) Certificate of conformity that the product meets the Performance Requirements of the Building Regulations.</p>

PRESCRIBED REPORTING AUTHORITIES

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

REPORTING AUTHORITY	MATTER REPORTED ON OR CONSENTED TO	REGULATION NO.
1. City of Whittlesea	Report & Consent – Legal Point of Discharge of Storm Water	133(2)

CONDITIONS

Occupation is subject to the following conditions:

- It is the owner's responsibility to maintain the property in accordance with the Guide To Home Owners on Foundation Maintenance and Footing Performance. Failure to do so may cause the dwelling to deteriorate and may result in defects occurring.
- The connection of water and gas (if required) with the relevant supply authorities.

SUITABILITY FOR OCCUPATION

At the date of this Occupancy Permit is issued the building to which this permit applies is suitable for occupation.

DATE OF FINAL INSPECTION

28/11/2023

RELEVANT BUILDING SURVEYOR

David Dennerley

REGISTRATION No.

BS-L 60053

BUSINESS

Checkpoint Building Surveyors
 Address: 151-153 Clarendon Street Southbank VIC 3006
 Email: enquiries@check-point.com.au
 Phone: (03) 9673 0000

OCCUPANCY PERMIT No.

2947629512579

SIGNATURE



DATE OF ISSUE

7/12/2023

NOTES:

- In the case where this permit is issued in relation to building work it is evidence that the building or part of the building to which it applies is suitable for occupation. This occupancy permit is not evidence compliance with the Building Act 1993 or the Building Regulations 2018; and
- Regulation 226 of the Building Regulations 2018 requires the owner of a building to maintain all essential services.

Domestic Building Insurance

Certificate of Insurance

Villawood Wollert No.7 Pty Ltd, Craigieburn Road Projects Pty Ltd L 1 6 Riverside Qy SOUTHBANK VIC 3006	Policy Number: C714218
	Policy Inception Date: 06/07/2022
	Builder Account Number: 007458

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work:	C03: New Multi-Dwelling Construction
At the property:	Lot 2429, 36 Bank Street WOLLERT VIC 3750 Australia
Carried out by the builder:	METRICON HOMES PTY LTD
Builder ACN:	005108752

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s):	Villawood Wollert No.7 Pty Ltd, Craigieburn Road Projects Pty Ltd
Pursuant to a domestic building contract dated:	09/12/2021
For the contract price of:	\$ 321,115.00
Type of Cover:	Cover is only provided if METRICON HOMES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order *
The maximum policy limit for claims made under this policy is:	\$300,000 all inclusive of costs and expenses *
The maximum policy limit for non-completion claims made under this policy is:	20% of the contract price limited to the maximum policy limit for all claims under the policy*

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

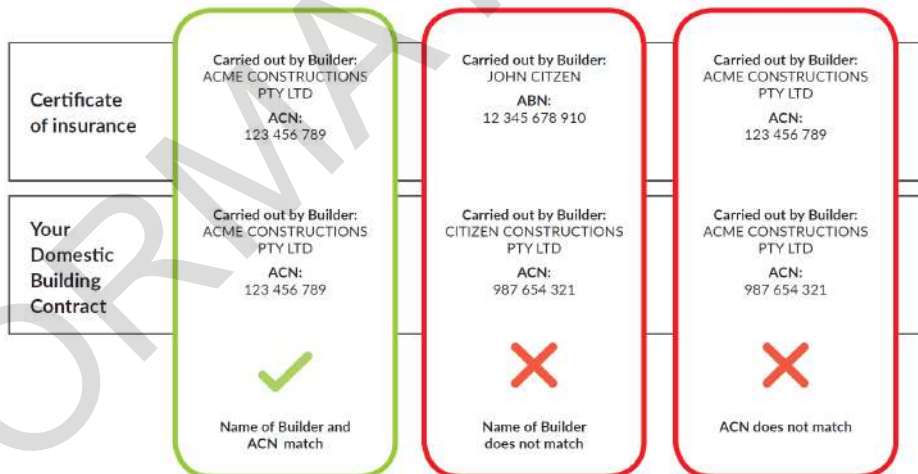
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$1,642.00
GST:	\$164.20
Stamp Duty:	\$180.62
Total:	\$1,986.82

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424

Below are some example of what to look for





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.

Owners Corporation Certificate

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

Owners Corporation No.	Owners Corporation No. 1 PS819166Y	
Prepared for:	Lot 2429	36 Bank Street Wollert VIC 3750
Postal Address:	Suite 12, Level 2 / 100 Overton Road, Williams Landing VIC 3027	
Vendor	Charanpreet Kaur & Ramanrai Jeet Singh Randhawa	
Purchaser:	Not Known	
Applicant:	Charanpreet Kaur & Ramanrai Jeet Singh Randhawa	
Applicant Reference:	None Provided	
<p>IMPORTANT: The information in this certificate has been issued on 18 December 2024</p> <p>The information contained within this certificate is only valid as of its date of issue. An updated certificate should be obtained prior to settlement to ensure the information contained within this certificate remains current and valid.</p>		
<p>This Certificate has been issued for Lot 2429 on Owners Corporation No. 1 PS819166Y</p>		

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

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

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

- The fees are paid up until **31/12/2024**. Please note that should settlement occur on or after any due date, a further contribution fee will be due and payable plus an adjustment levy to align with the budget if an Annual General Meeting has taken place and an increase to the annual fees has been resolved by the Owners Corporation.
- The present total of unpaid fees (including levies, miscellaneous charges and interests) is: **\$0.00**
Please refer to the attached Current Owner Account Statement for a detailed breakdown.

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

Due Date	Amount	Details
Nil	Nil	Nil

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

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

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

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

8. The total funds held by the Owners Corporation as at **18 December 2024** are:

Fund	Amount
Administrative Fund	\$72,468.50

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

10. As of **18 December 2024** there is a total amount of **\$44,756.22** of fees and levies owing to the Owners Corporation in arrears.
It was resolved that the Owners Corporation instruct Quantum United Management to engage a debt recovery firm to commence Owners Corporation Fee recovery if there are unpaid fees that are equal to or above the annual Owners Corporation Fees.

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

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

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

The registered proprietor of title effected by the Owners Corporation is an 'Owner Member' of Club Rathdowne Limited (ACN 632 420 798). The Company maintains and administers the operation and use of

the Residents Leisure Centre facilities known as 'Club Rathdowne' and any other land in respect of the Rathdowne Project Land which it has been agreed to writing by the company to maintain on behalf of the Owners Corporation for the benefit of its Members and any other persons who are authorised to use such pursuant to the terms of the Constitution.

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

IMPORTANT:

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

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

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

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

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

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

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



Jeremy Evans

Dated: **18 December 2024**

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

Quantum United Management Pty Ltd

ABN 69 202 124 813

Suite 12, Level 2, 100 Overton Road

WILLIAMS LANDING VIC 3027

Phone: 03 8360 8800

Email: rathdowne@quantumunited.com.au

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

SCHEDULE 3

Owners Corporations Regulations 2018 Regulation 17

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an Owners Corporation

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

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

28 October 2024

2024 Annual General Meeting Summary Report

Rathdowne OC1 PS 819166Y

Dear Members,

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

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

O/C BUDGET

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

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

COMMITTEE & COMMUNITY WORKING GROUPS

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

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

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

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

Yours faithfully,



Jeremy Evans
Client Manager – Rathdowne Community
Quantum United Management

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

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

Interim resolutions become resolutions of the Owners Corporation:

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

Note:

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

MINUTES OF THE ANNUAL GENERAL MEETING

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

Date: Tuesday 15th October 2024

Time: 6:00 pm

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

Meeting Opened at 6:09 PM

1. Attendances & Apologies

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

Also Present

Jeremy Evans representing Quantum United Management
Lot 672 Luke Keeble

Apologies

Lot 2416

Hugho & Susan Wickremaratne

2. Proxies

No proxies were received.

3. Quorum & Entitlement to Vote

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

4. Chairperson of AGM

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

5. Acceptance of Minutes

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

Motion Carried.

6. Reports:

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

The Manager's report was taken as read.

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

The Committee report formed part of Managers' report.

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

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

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

7. Finance:

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

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

Motion Carried.

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

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

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

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

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

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

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

Motion Carried.

7.3. Owners Corporation Fees & Administrative Fund

7.3.1 Owners Corporation Fees Frequency

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

Motion Carried.

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

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

7.3.2 Administrative Fund

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

Motion Carried.

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

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

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

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

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

Motion Carried.

7.5. Penalty Interest on Arrears

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

Motion Carried.

The current interest rate is 10.0%

7.6. Waiving of Penalty Interest on Arrears

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

Motion Carried.

7.7. Debt Recovery

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

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

Motion Carried.

7.8. Cost Recovery

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

Motion Carried.

8. Insurance:

Review of current Owners Corporation Insurance Cover:

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

Motion Carried.

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

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

STANDING DIRECTION (INSURANCE RENEWAL)

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

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

9. Owners Corporation No. 1 PS 819166Y Committee

Election Procedure

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

Election of Owners Corporation Committee Members

Committee Member 1:

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

Motion Carried.

Committee Member 2:

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

Motion Carried.

Committee Member 3:

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

Motion Carried.

NOTE:

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

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

Owners Corporation Committee Members Have the Responsibility To:

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

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

10. Other Business

10.1. Primary School within Rathdowne

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

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

10.2. Coles and Other Planned Retail Shops

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

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

10.3. Owners Corporation Fees

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

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

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

10.4. Club Rathdowne Arrears Management

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

Quantum United will investigate this with Club Rathdowne Management.

10.5. Road Safety Within Rathdowne

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

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

11. Close of Meeting

The Chairperson declared the meeting close at 19:10



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.

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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RATHDOWNE

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.

8. 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.

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

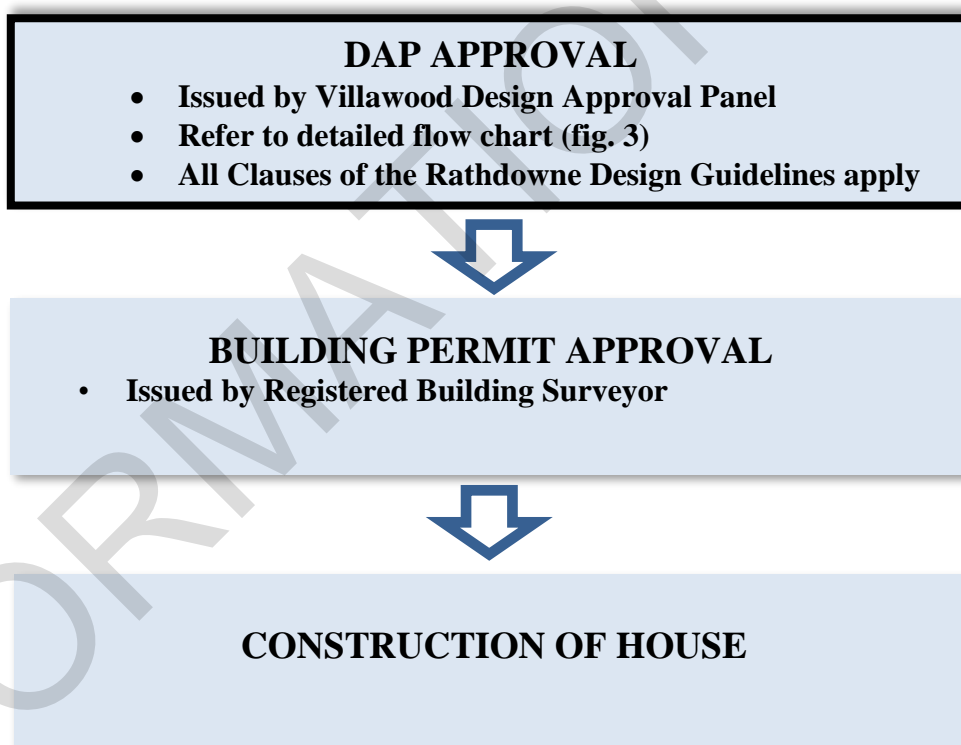
The process for approval of your house design depends on the size of your lot, and the details for your proposed house design.

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

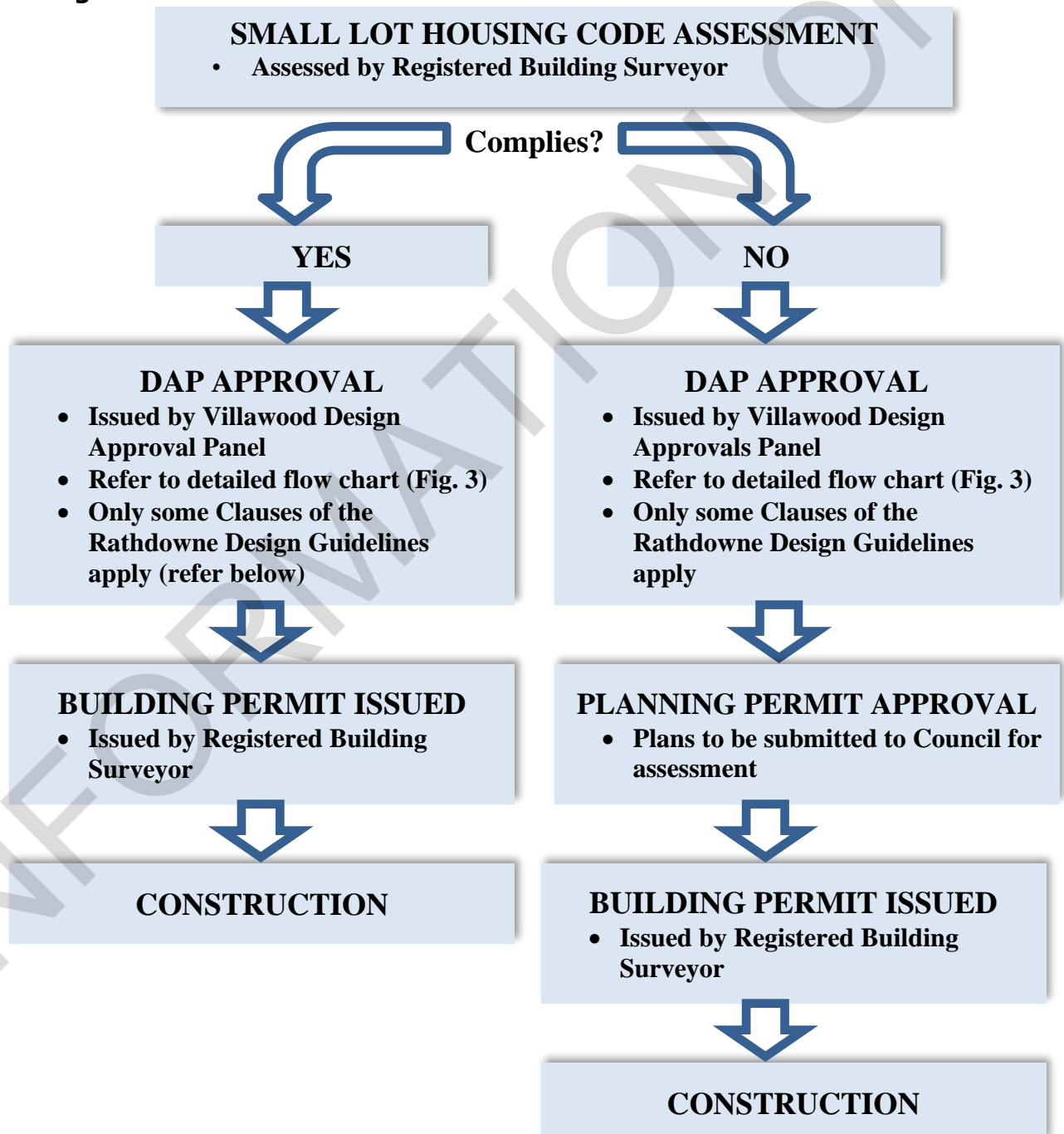


2.1.2 Lots Smaller than 300m²

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.

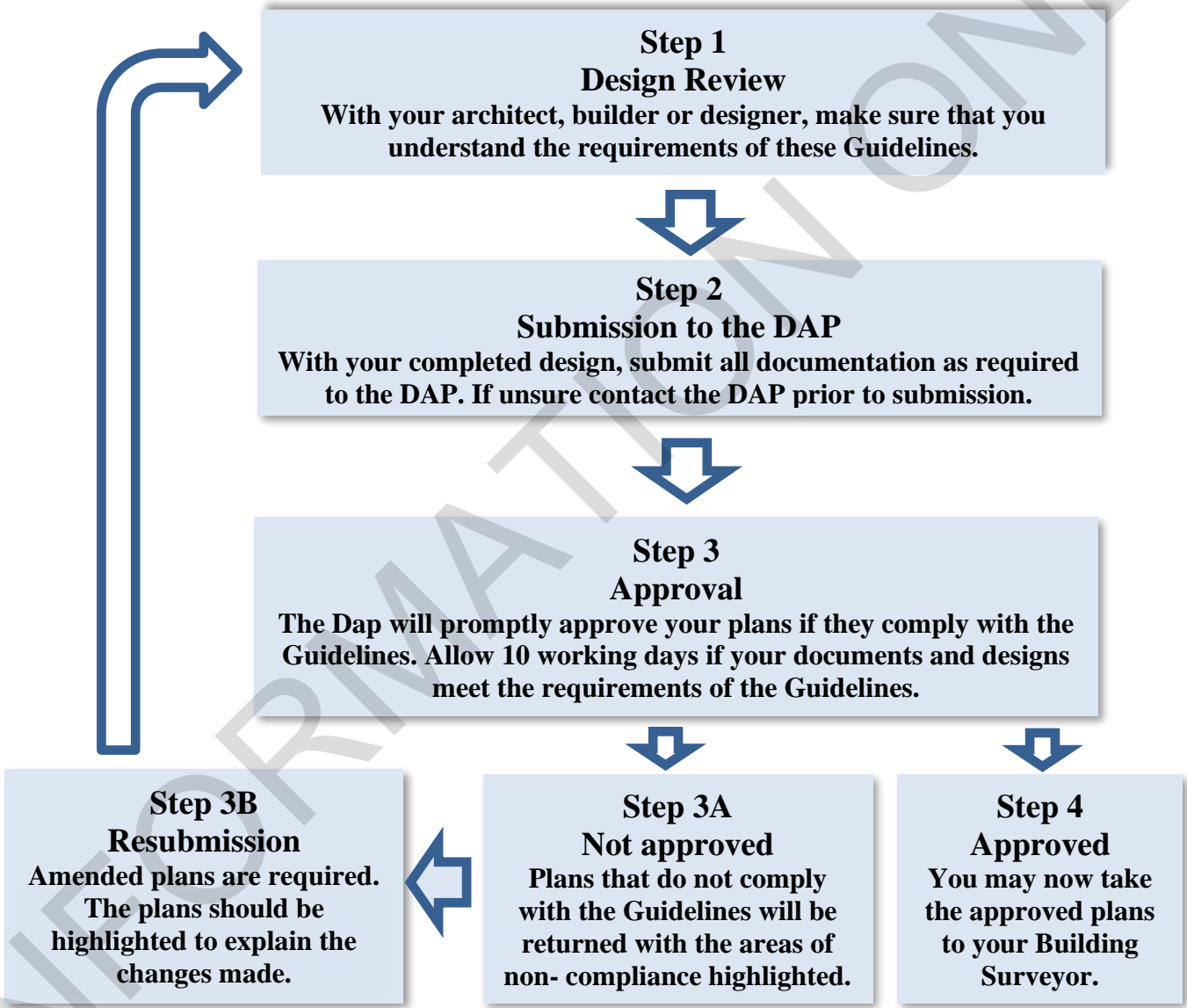
- 3.3 House Orientation
- 3.5 Building Envelopes and setbacks
- 3.6 Building Height
- 3.8 Site Coverage
- 4.10 Overshadowing
- 4.11 Privacy and Overlooking

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.

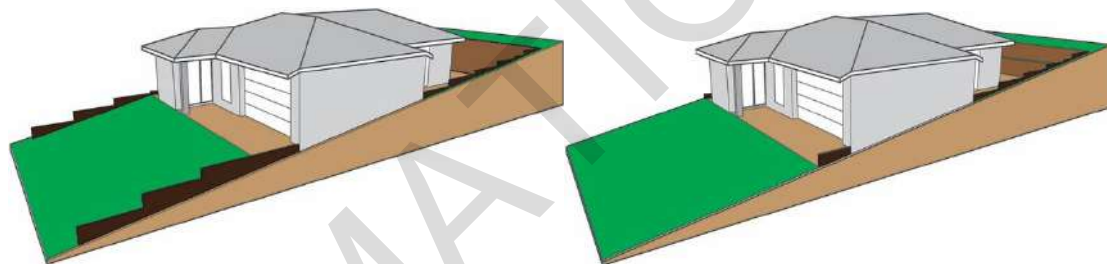
3.6 BUILDING HEIGHT

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.

INFORMATION ONLY

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.

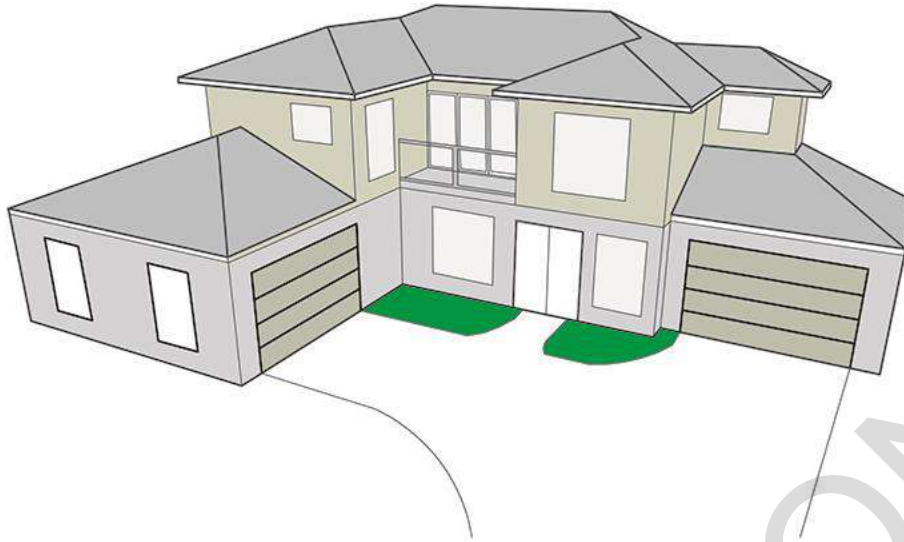
Terrace style lots may have garage access from alternate roads at the rear of the site, in the case that this occurs as nominated on the building envelope plan, then the siting of the garage must be located within the confines of the building envelope plan. Generally, a 1 metre pedestrian access path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

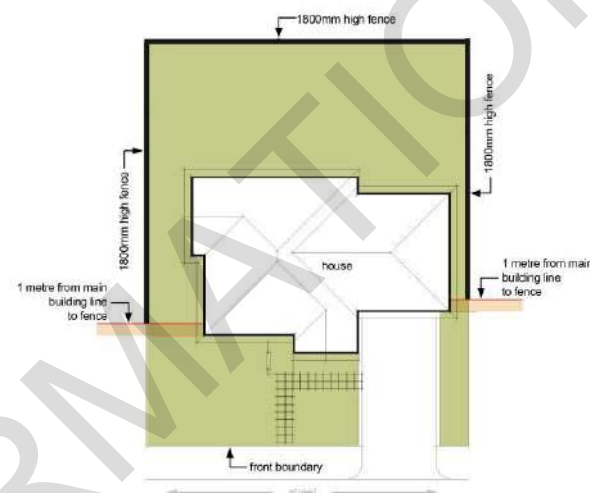
All side and rear fences are to be constructed of timber palings with exposed posts and capped across the top to a maximum height of 1.8 metres (excluding a screen required for overlooking purposes).

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.

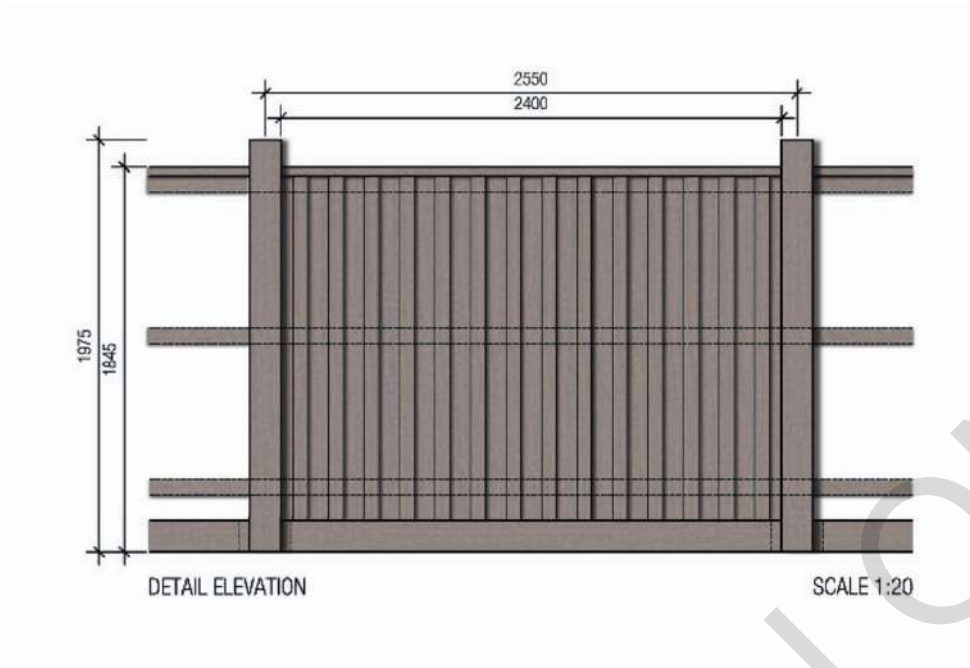
Lots facing a side street must comply with the building regulations regarding height and setbacks.

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

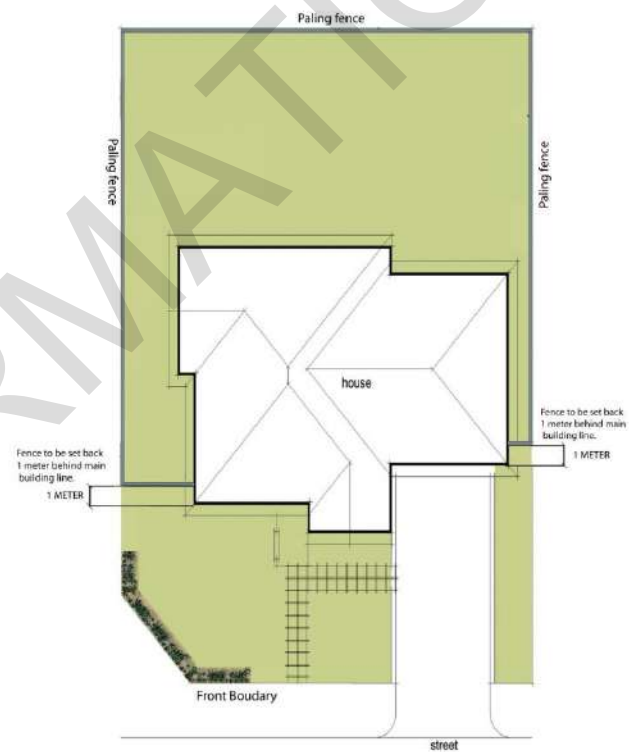
Fences permitted by the Guidelines are not deemed to overshadow the recreational private open space on the allotment.



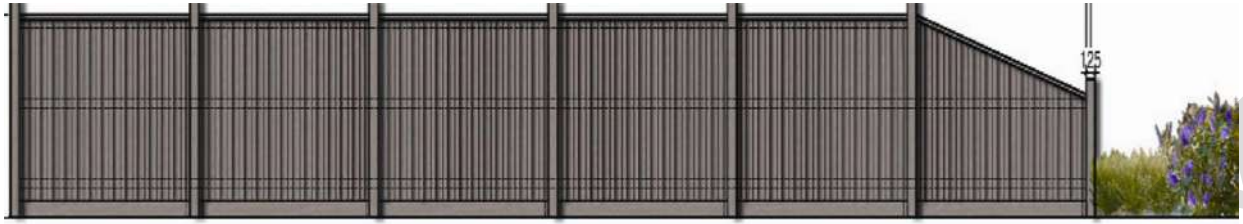
Depiction of typical boundary fencing location



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

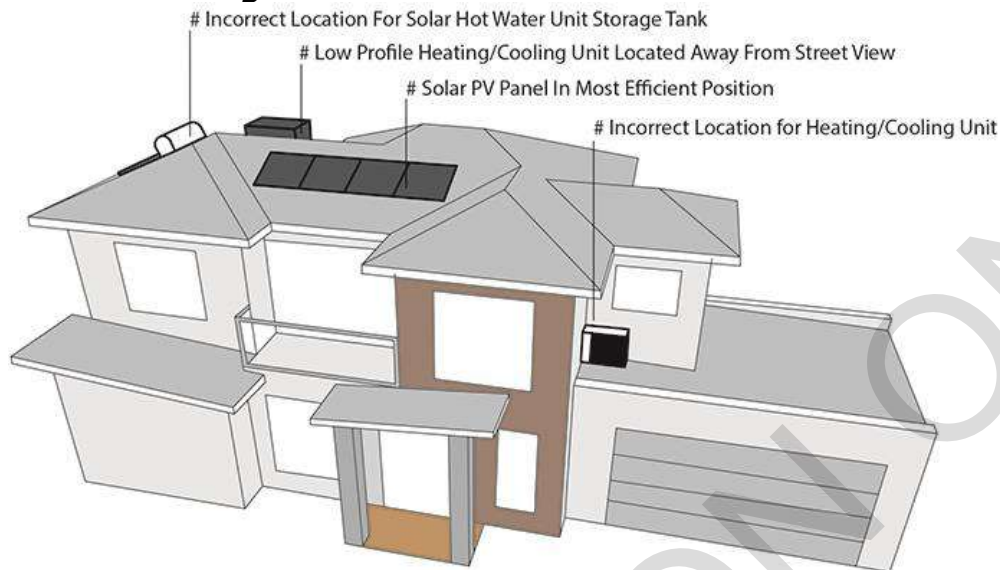


Not acceptable

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 ridgeline 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

Lease
Section 66(1) Transfer of Land Act 1958

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Lodged by

Name: Clayton Utz

Phone: (03) 9286 6000

Address: DX 38451, 333 Collins VIC

Reference: 14193/21126/80207851

Customer Code: 1416K

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

Land: (volume and folio)

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

First, Certificate of Title Volume 12180 Folio 377

Secondly, Certificate of Title Volume 12180 Folio 378

Lessor: (full name)

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

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

Lessee: (full name and address, including postcode)

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

Commencement date:

Expiry date:

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

Rent:

\$1.00 per annum payable on demand

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

Lease Covenants

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1. Exclusion of Statutory Provisions

1.1 Moratorium

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

1.2 Exclusion of Statutory Provisions

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

2. Lease of Land

2.1 The Lessor's Reservations

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

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

2.2 The Lessor's Exercise of Rights

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

2.3 Ownership of Improvements and Fixtures Fittings and Equipment

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

2.4 Services

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

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

3. Rent

3.1 Lessee to pay Rent

The Lessee covenants to pay the Rent:

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

4. Rates and Taxes and GST

4.1 Lessee to pay Rates and Taxes

The Lessee must pay the Rates and Taxes:

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

4.2 Lessee to Produce Receipts

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

Lease

Section 66(1) Transfer of Land Act 1958

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4.3 Pro rata apportionment

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

4.4 Objections against Assessments of Rates and Taxes

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

4.5 Goods and Services Tax

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

5. Cost of Services

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

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

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

6. Costs

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

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

7. Interest

7.1 Payment

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

7.2 Calculation

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

7.3 No Prejudice

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

8. Use of Premises

8.1 Lessee's Permitted Use and negative covenants

The Lessee must not:

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

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

8.2 Lessee's positive covenants

The Lessee at its Cost must:

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

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

8.3 No warranty as to use

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

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

8.4 Cost of alteration

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

9. Compliance with Laws and Requirements

9.1 Compliance with Laws

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

9.2 The Lessor may comply with Laws if Lessee defaults

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

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

10. Maintenance, Repairs, Alterations and Additions

10.1 General repairing obligation

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

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

10.2 The Lessor's right of inspection

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

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

10.3 Enforcement of repair obligations

The Lessor may serve on the Lessee a Notice:

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

10.4 The Lessor may enter to repair

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

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

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

10.5 Alterations to Premises

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

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

10.6 Notice to the Lessor of damage, accident etc

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

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

11. Assignment and Subletting

11.1 No Disposal of Lessee's interest

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

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

11.2 Operator of Premises

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

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

11.3 S.144 excluded

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

12. Insurance and Indemnities

12.1 Insurances to be taken out by Lessee

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

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

12.2 Lessee's insurance obligations

The Lessee must:

- (a) ensure that all policies of insurance effected by the Lessee or the First Owners Corporation pursuant to this Clause are taken out with an insurance office or company authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia including policies underwritten by Lloyd's of London or otherwise approved by the Lessor;
- (b) by 30 July in each year of the Term produce to the Lessor a certificate of currency; and
- (c) pay all premiums and other money payable in respect of the insurance policies when they become due and payable.

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12.3 Non vitiation of policies

The Lessee must not do anything in, to or on the Premises and must use its best endeavours not to allow anything to be done which may vitiate or render void or voidable any insurances taken out by the Lessee or the First Owners Corporation or any condition of any insurance taken out by the Lessor of which the Lessee has been made aware in respect of the Premises or any property in or on it.

12.4 Exclusion of the Lessor's liability

- (a) In the absence of any gross negligence or deliberate act or omission or material breach of this Lease by the Lessor or the Lessor's Employees, the Lessee acknowledges that the Land and all property which may be in or on the Premises will be at the sole risk of the Lessee and the Lessor will not be liable for any Claim that the Lessee or the Lessee's Employees or any Person claiming by, through or under the Lessee may incur or make or any which arises from:
- (i) any fault in the construction or state of repair of the Premises or any part of it; or
 - (ii) the collapse of the Premises irrespective of the cause; or
 - (iii) any defect in any Services; or
 - (iv) the flow, overflow, leakage, condensation or breakdown of any water, air conditioning, gas, oil or other sources of energy or fuel, whether from the roof, walls, gutter, downpipes or other parts of the Premises.
- (b) In the absence of any gross negligence or deliberate act or omission or material breach of this Lease by the Lessor, the Lessee agrees that the Lessor will not be responsible for and releases the Lessor and the Lessor's Employees from liability in respect of any:
- (i) Claim relating to any property of the Lessee or any other Person in or on the Premises or any part of it however occurring; or
 - (ii) death, damage or injury to any Person or property in on or under the Premises or on any land near it suffered as a direct consequence of the construction, operation, presence or maintenance of the Premises and including, without limitation, damage or injury to any person or property resulting from any collision with or the collapse of the Premises.

12.5 Indemnities

In the absence of any gross negligence or deliberate act or omission or material breach of this Lease by the Lessor and despite:

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- (a) any Claims having resulted from anything which the Lessee may be authorised or obliged to do under this Lease; and/or
- (b) at any time any waiver or other indulgence having been given to the Lessee in respect of any obligation of the Lessee under this Clause,

the Lessee will indemnify and keep indemnified the Lessor and the Lessor's Employees from and against all Claims for which any of them will or may be or become liable, during or after the Term, in respect of or arising from:

- (c) any cause whatever in respect of damage or injury to the Premises, to any property or to any Person or the death of any Person inside or outside the Premises caused or contributed to by any neglect or default of the Lessee or the Lessee's Employees under this Lease or by the use of the Premises by the Lessee or by the Lessee's Employees including, without limitation, injury or death to any Person or property resulting from any collision with or collapse of the Premises;
- (d) the negligent or careless use or neglect of the Services and facilities of the Premises by the Lessee or the Lessee's Employees or any other Person claiming through or under the Lessee or of any trespasser while such trespasser is in or on the Premises caused or contributed to by any default or negligent act or omission of the Lessee;
- (e) overflow or leakage of water (including rain water) or from any Services whether originating inside or outside the Premises caused or contributed to by any act or omission on the part of the Lessee or the Lessee's Employees or other Person claiming through or under the Lessee;
- (f) failure of the Lessee to give Notice to the Lessor of any defect in any of the mechanical or any other Services in the Premises within a reasonable time of the Lessee becoming aware of it;
- (g) damage to plate, float and other glass caused or contributed to by any act or omission on the part of the Lessee or the Lessee's Employees; and
- (h) any breach of this Lease by the Lessee.

13. Damage and Destruction

13.1 Lessee to reinstate Improvements

If the Improvements or any part of them are at any time damaged or destroyed by any disabling cause then the Lessee must expeditiously reinstate the Improvements and make them fit for the occupation and use by the Lessee as if it was Proposed Work.

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13.2 Obligation to reinstate is absolute

The Lessee's obligation under **Clause 13.1** to reinstate the Improvements applies irrespective of how the damage and destruction occurred and irrespective of whether any policy of insurance effected for the Premises is avoided or payment refused or reduced.

13.3 Rent and Rates and Taxes

The Lessee must continue to pay the Rent and the Rates and Taxes even if the Improvements are destroyed or damaged.

14. Lessor's Covenants

14.1 Quiet Enjoyment

If the Lessee pays the Rent and observes and performs in a timely fashion the covenants and conditions on its part contained in this Lease, the Lessee may occupy and enjoy the Land during the Term without any interruption by the Lessor or by any Person claiming through the Lessor except as provided in this Lease.

14.2 Construction of Improvements and provision of Fixtures Fittings and Equipment

- (a) Subject to receipt of approvals from all relevant Authorities, the Lessor must, in accordance with the Specifications construct Improvements on the Land (or procure Improvements to be constructed on the Land).
- (b) Despite anything else in this Lease, the Lessor may, by agreement with the Lessee, but is not obliged to:
 - (i) provide and/or install Fixtures Fittings and Equipment necessary for the operation and management of the Land and Improvements for the Permitted Use, including but not limited to gymnasium equipment and furniture; and
 - (ii) incorporate energy efficiency measures into the design and construction of the Improvements.

14.3 Construction Period

- (a) Subject to obtaining all necessary permits and approvals, the Lessor:
 - (i) may commence or continue construction of the Improvements at any time after the Commencement Date;
 - (ii) must commence construction of the Improvements as soon as reasonably practicable after the Developer has settled the sale of half of all residential lots

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anticipated to be created by one or more plans of subdivision of the Rathdowne Project Land; and

- (iii) will proceed with all due diligence (subject to Force Majeure and all delays beyond the reasonable control of the Lessor) and use its best endeavours to ensure that the Improvements are constructed as soon as practicable after commencement of construction in accordance with **Clause 14.3(a)(i)**.
- (b) If an event of Force Majeure or a delay beyond the reasonable control of the Lessor prevents the Lessor from complying with its obligations under **Clause 14.3(a)** including, without limitation, any of the causes or reasons specified in **Clause 14.3(c)** then, provided the Lessor has taken all reasonable actions to avoid and minimise the consequences of the delay:
 - (i) the Lessor shall not in any way be liable or responsible to the Lessee for any losses, costs, charges, damages or expenses arising out of or incidental to any such delay; and
 - (ii) the time for compliance with the Lessor's obligations under **Clause 14.3(a)** will be extended by the period within which the event of Force Majeure or a delay beyond the reasonable control of the Lessor persists.
- (c) The causes or reasons referred to in **Clause 14.3(b)** are:
 - (i) inclement weather or conditions resulting from inclement weather which prevent the Lessor or any other person involved in carrying out the Works on behalf of the Lessor from proceeding with them;
 - (ii) any loss or damage by earthquake, lightning, tempest, civil commotion, theft, vandalism, malicious damage or other like cause;
 - (iii) any lack or shortage of or delay in the availability of any material, plant, equipment, or anything else required for the Works but only if the Lessor has acted reasonably and the Lessor or its builder or contractor has ordered the materials at appropriate times;
 - (iv) any delay of any municipal or other Authority in giving any necessary permit, consent or approval to do the Works if the Lessor or the person engaged to do the Works has taken all reasonable steps promptly to apply for and obtain the permit, consent or approval;
 - (v) any delay arising out of the necessity to pursue any appeal against the refusal or failure of any Authority to grant any permit or approval to do the Works or the decision of any Authority to grant any permit or approval on conditions that are reasonably unacceptable to the Lessor or the contesting of any appeal against the decision of any Authority to grant any permit or approval;

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- (vi) any delay on the part of any builder, contractor or other person involved in the Works reasonably beyond or out of the control of the Lessor;
- (vii) proceedings being taken or threatened by or disputes with adjoining or neighbouring owners or occupiers which prevent the Lessor from commencing, carrying out or completing the Works but only if the Lessor has acted reasonably and has taken all reasonable steps to avoid or expedite the hearing of the proceedings;
- (viii) any delay caused by any variation to the Works required by any Authority;
- (ix) any default by the Lessee under this Lease; or
- (x) the presence on the Land of any person engaged by the Lessee.

14.4 Approvals for Use

The Lessor must obtain all consents or approvals from all Authorities which from time to time are necessary or appropriate for the Permitted Use.

15. Conversion of Land to Common Property

- (a) The Lessee acknowledges that:
 - (i) the whole or any part of the Land may become common property on a plan of subdivision of the whole or any part of the Rathdowne Project Land; and
 - (ii) the Land may be converted to common property in stages.
- (b) The Lessee agrees not to object to, and if requested by the Lessor will consent to, any application for any part of the Land to become common property on a plan of subdivision of the whole or any part of the Rathdowne Project Land. The Lessor may produce this Lease as sufficient evidence of the consent of the Lessee under this Clause.

16. Fees

16.1 Lessor to pay Fees

- (a) In consideration of the Lessee:
 - (i) agreeing to maintain, or procure maintenance of the Land in accordance with the terms of this Lease; and
 - (ii) making membership of the Lessee available to owners and residents of lots within Plan of Subdivision 819166Y in accordance with **Clause 8.2(b)**,

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the Lessor must pay to the Lessee during the period between the Operating Commencement Date and the end of the Term, an amount equal to the aggregate of:

$A \times B$

where in each year (or part thereof) during the Term:

A is the amount equal to the annual subscription fee payable by an Owner Member of the Lessee under the constitution of the Lessee for that year (or part thereof); and

B is the number of residential allotments on Plan of Subdivision 819166Y for that year (or part thereof).

- (b) Subject to **Clause 16.1(c)**, the payment required under **Clause 16.1(a)** must be made by the Lessor within thirty (30) days of the Lessor receiving a written demand from the Lessee to do so.
- (c) The Lessee may make demands for partial payment of the amount due under **Clause 16.1(a)** but must not make a demand for any payment:
 - (i) less than three (3) months after the immediately preceding demand; or
 - (ii) if the amount demanded, when aggregated with any amount previously paid by the Lessor under **Clause 16.1(a)**, exceeds the aggregate of:

$C \times D$

where in each year (or part thereof) in the period from the Operating Commencement Date until the date the demand is made:

C is the amount equal to the annual subscription fee payable by an Owner Member of the Lessee under the constitution of the Lessee for that year (or part thereof); and

D is the number of residential allotments on Plan of Subdivision 819166Y for that year (or part thereof).

- (d) In addition to the payment required in **Clause 16.1(a)**, in consideration of the Lessee agreeing to maintain, or procure maintenance of:
 - (i) any landscaping on the land within Plan of Subdivision 819166Y for which the Lessor is responsible at the request and cost of the Lessor; and
 - (ii) any entrance feature constructed or to be constructed at any of the entrances to the Rathdowne Project Land at the request and cost of the Lessor,

the Lessor must pay to the Lessee the reasonable cost of such maintenance within 30 days of receiving a written demand to do so.

16.2 Lessee to seek contribution to Fees

- (a) The Lessee agrees to use reasonable endeavours to minimise the annual subscription fee payable by an Owner Member of the Lessee under the constitution of the Lessee by entering into agreements with Owners Corporations pursuant to which the Lessee agrees to make membership of the Lessee available to owners and residents of Lots affected by those Owners Corporations in accordance with **Clause 8.2(b)** subject to those Owners Corporations agreeing to pay to the Lessee an amount equal to the aggregate of:

$E \times F$

where in each year (or part thereof) during the Term:

E is the amount equal to the annual subscription fee payable by an Owner Member of the Lessee under the constitution of the Lessee for that year (or part thereof); and

F is the number of residential allotments on the plan of subdivision affected by the relevant Owners Corporation for that year (or part thereof).

- (b) The Lessee may in any agreement with an Owners Corporation also agree to maintain, or procure maintenance of:
- (i) any landscaping within the Rathdowne Project Land for which that Owners Corporation is responsible at the request and cost of that Owners Corporation; and
 - (ii) any entrance feature constructed or to be constructed at any of the entrances to the Rathdowne Project Land at the request and cost of that Owners Corporation,

to enable potential cost efficiencies, subject to that Owners Corporation agreeing to pay to the Lessee the reasonable cost of such maintenance within 30 days of receiving a written demand to do so.

16.3 Exclusion of Owners Corporation Members

- (a) The Lessee may exclude any member of an Owners Corporation and/or their guests and/or Residents of the Lot or Lots owned by that member from accessing the Land and Improvements if the Lessor or relevant Owners Corporation Manager has notified the Lessee that the Owners Corporation member has not paid their Owners Corporation fees.
- (b) Nothing in **Clause 16.3(a)** affects the primary obligation of the Lessor to pay fees to the Lessee in accordance with **Clause 16.1**.

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16.4 Fees to be paid even if Land not Common Property

The Lessor must pay the fees in accordance with **Clause 16.1** irrespective of whether the Land (whether in whole or in part) has vested in the Lessor on the date on which the construction of the Improvements is complete.

17. Termination and Default

17.1 Events of Default

The following are Events of Default:

- (a) if the Rent payable under this Lease is not paid within 60 days of demand;
- (b) if any other money payable by the Lessee under this Lease is not paid within 60 days of the due date for payment or demand by the Lessor, whichever is later;
- (c) if the Lessee at any time fails to perform or observe any Essential Term under **Clause 17.8** of this Lease and the Lessee fails to remedy such failure within 60 days (or such longer period of time as is reasonable in the circumstances) of being given Notice of it;
- (d) if the Lessee is a company then if the Lessee:
 - (i) enters into any compromise or arrangement with any of its creditors; or
 - (ii) has a receiver or receiver and manager or administrator or controller appointed of any of its assets; or
 - (iii) is wound up or dissolved; or
 - (iv) has a resolution of the directors passed that in their opinion the company can no longer continue its business; or
 - (v) calls a meeting of its creditors pursuant to the *Corporations Act 2001*; or
 - (vi) is placed under official management or if the members determine to convene a meeting of creditors for the purpose of placing the company under official management; or
 - (vii) makes an assignment for the benefit of or enters into an arrangement or composition or a moratorium whether formal or informal with its creditors or financiers; or
 - (viii) has a provisional liquidator or a liquidator by any means appointed; and
- (e) if any execution exceeding fifty thousand dollars is issued, levied or enforced against the Lessee or on any of the assets of the Lessee unless such execution is fully paid or

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satisfied within seven days from the date of the issue, levy or enforcement, or appropriate legal proceedings to invalidate the execution are taken within seven days of the issue, levy or enforcement.

17.2 Service of Default Notice

If an Event of Default occurs, the Lessor must give the Lessee a Default Notice containing details of the Event of Default that has occurred.

17.3 Cure Period

Upon receipt of a Default Notice, the Lessee must cure the default referred to in the Default Notice within the Cure Period.

17.4 Extension to Cure Period

- (a) If the Lessee requires an extension to the Cure Period it must, as soon as possible (but no later than the expiration of the current Cure Period), give to the Lessor:
 - (i) a Cure Plan; and
 - (ii) evidence that the Lessee has diligently pursued and is continuing to diligently pursue a cure but that the default cannot, with reasonable diligence, be cured within the current Cure Period.
- (b) The Lessor must not unreasonably refuse to grant an extension of the Cure Period where the Lessee has satisfied the requirements of this **Clause 17.4**.
- (c) If the Lessor grants an extension, the Lessee must comply with the Cure Plan.

17.5 Failure to Remedy Default

If, after service of a Default Notice in accordance with **Clause 17.2**, the Lessee fails to remedy the default within the Cure Period, the Lessor may:

- (a) remedy at any time without further notice the default and recover all reasonable Costs incurred (including legal costs and expenses) in doing so from the Lessee as a liquidated debt on demand; or
- (b) re-enter into and upon the Land or any part of it in the name of the whole and terminate this Lease, in which case any such re-entry will be without prejudice to any other Claim which the Lessor has or may have against the Lessee or any other Person at any time.

17.6 Waiver

- (a) The Lessor's failure to take advantage of any default or breach of covenant by the Lessee will not be or be construed as a waiver of it, nor will any custom or practice which may

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grow up between any of the Parties in the course of administering this Lease be construed to waive or to lessen the right of the Lessor to insist upon the timely performance or observance by the Lessee of any covenant or condition of this Lease or to exercise any rights given to the Lessor in respect of any such default.

- (b) A waiver by the Lessor of a particular breach is not deemed to be a waiver of the same or any other subsequent breach or default.
- (c) The demand by the Lessor for, or subsequent acceptance by or on behalf of the Lessor of, Rent or any other money payable under this Lease will not constitute a waiver of any earlier breach by the Lessee of any covenant or condition of this Lease, other than the failure of the Lessee to make the particular payment or payments of Rent or other moneys so accepted, regardless of the Lessor's knowledge of any earlier breach at the time of acceptance of such Rent or other moneys.

17.7 Tender after determination

If the Lessor accepts money from the Lessee after the Lessor ends this Lease the Lessor may (in the absence of any express election of the Lessor) apply it:

- (a) first, on account of any Rent and other moneys accrued and due under this Lease but unpaid at the date the Lease is ended; and
- (b) secondly, on account of the Lessor's Costs of re entry.

17.8 Essential terms

The Lessor and the Lessee agree that each of the following covenants by the Lessee are essential terms of this Lease:

- (a) to pay the Rent, if demanded;
- (b) to pay any all other monies payable under this Lease;
- (c) to keep the Premises open for use;
- (d) to carry on the Permitted Use;
- (e) to comply with Laws and Requirements;
- (f) subject to this Lease, to repair and maintain and, if necessary, demolish and reinstate the Improvements;
- (g) to take out and keep current those insurances required to be taken out by the Lessee;
- (h) to reinstate the Improvements in the event of damage or destruction;

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- (i) not to dispose of the Lessee's interest in this Lease except as provided in **Clause 11**; and
- (j) to pay or reimburse Rates and Taxes.

17.9 Damages for Breach

The Lessee covenants to compensate the Lessor for any breach of an essential term of this Lease. The Lessor may recover damages from the Lessee for such breaches. The Lessor's entitlement under this Clause is in addition to any other remedy or entitlement to which the Lessor is entitled (including to terminate this Lease).

17.10 Repudiation by Lessee

- (a) The Lessee covenants to compensate the Lessor for any loss or damage suffered by reason of the Lessee's conduct (whether acts or omissions):
 - (i) constituting a repudiation of this Lease or of the Lessee's obligations under this Lease; or
 - (ii) breaching any Lease covenants.
- (b) The Lessor may recover damages against the Lessee in respect of repudiation or breach of covenant for the loss or damage suffered by the Lessor during the entire term of this Lease.

17.11 Acts not to constitute forfeiture

The Lessor's entitlement to recover damages shall not be affected or limited if any of the following events occur:

- (a) the Lessee abandons or vacates the Land; or
- (b) the Lessor elects to re-enter the Land or to terminate the Lease; or
- (c) the Lessor accepts the Lessee's repudiation; or
- (d) the Parties' conduct (or that of any of their servants or agents) constitutes a surrender by operation of law.

17.12 Mitigation

Nothing in this Clause will operate to relieve the Lessor of any obligation which would otherwise apply to mitigate any loss or damage suffered by the Lessor.

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 outgoings 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

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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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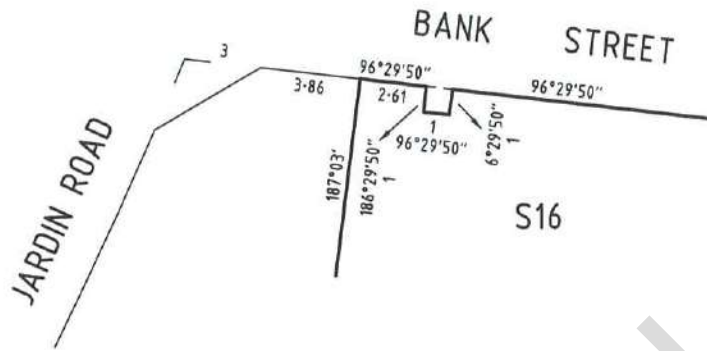
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PLAN FOR LEASE PURPOSES
 RATHDOWNE CLUB
 BANK STREET, WOLLERT

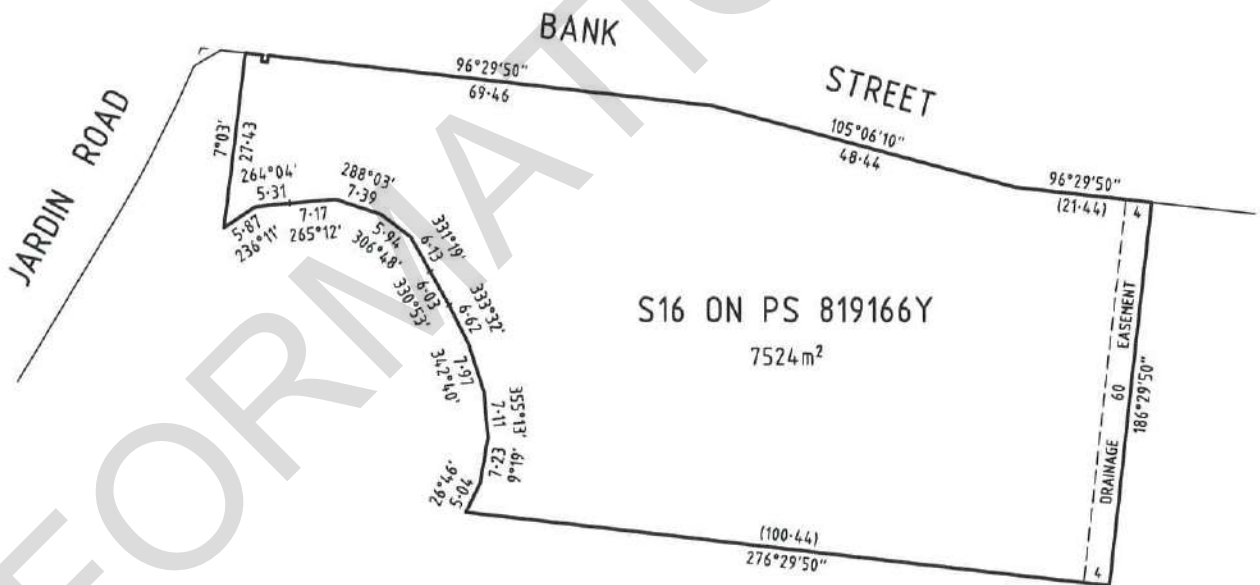


ENLARGEMENT

1:200

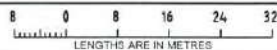


See
 Enlargement



SURVEYOR'S FILE REF: 306064P01

SCALE
 1: 800



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))

INFORMATION ONLY

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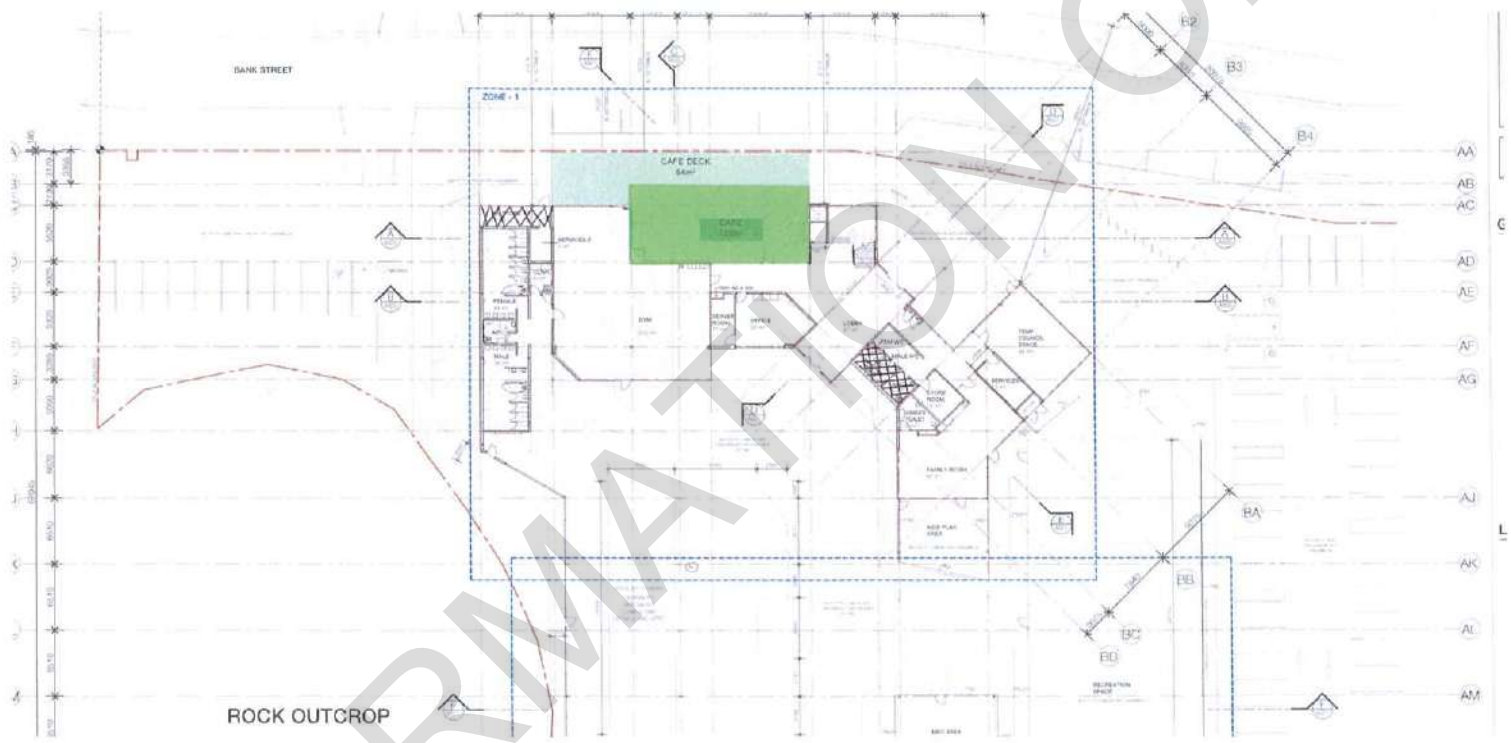
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Dated this _____ day of _____ 202

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


COLIN JOHN CASS

Signature of company secretary/director

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


COLIN JOHN CASS

Signature of company secretary/director

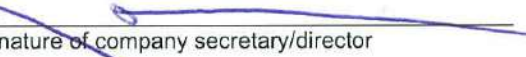
Full name of company secretary/director

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


ANTHONY RONALD JOHNSON

Signature of company secretary/director

Full name of company secretary/director

Current Owner Account

Charanpreet Kaur & Ramanrai Randhawa

Lot 2429 Unit 36

OC No.1 PS819166Y

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

Purchased: 21/12/2023 UE / AE: 10.00 / 5,666.00

Date	Details	Administrative Fund due/paid	Maintenance Fund due/paid	Unallocated	Interest paid	Total	Balance (-)prepaid
	Balance brought forward	0.00	0.00	0.00		0.00	0.00
1/12/2023	Remittance Advice - Payment Ref APP06823	-247.50	0.00	0.00	0.00	-247.50	-247.50
21/12/2023	Levy payment for 2429/819166Y	0.00	0.00	-711.53	0.00	-711.53	-959.03
1/01/2024	OC Fees 01.01.24 to 31.03.24	247.50	0.00	0.00	0.00	247.50	-711.53
1/03/2024	Allocation of unallocated money for 2429/819166Y	-247.50	0.00	247.50	0.00	0.00	-711.53
1/04/2024	OC Fees 01.04.24 to 30.06.24	247.50	0.00	0.00	0.00	247.50	-464.03
26/05/2024	Allocation of unallocated money for 2429/819166Y	-247.50	0.00	247.50	0.00	0.00	-464.03
1/07/2024	OC Fees 01.07.24 to 30.09.24	247.50	0.00	0.00	0.00	247.50	-216.53
29/07/2024	Allocation of unallocated money for 2429/819166Y	-216.53	0.00	216.53	0.00	0.00	-216.53
3/09/2024	Levy payment for 2429/819166Y	-30.97	0.00	0.00	0.00	-30.97	-247.50
1/10/2024	OC Fees 01.10.24 to 31.12.24	247.50	0.00	0.00	0.00	247.50	0.00
1/01/2025	OC Fees 01.01.25 to 31.03.25	257.40	0.00	0.00	0.00	257.40	
1/04/2025	OC Fees 01.04.25 to 30.06.25	257.40	0.00	0.00	0.00	257.40	
1/07/2025	OC Fees 01.07.25 to 30.09.25	252.45	0.00	0.00	0.00	252.45	
1/10/2025	OC Fees 01.10.25 to 31.12.25	252.45	0.00	0.00	0.00	252.45	
17/12/2024	Current balances excluding interest						
	Administrative Fund		0.00				
	Maintenance Fund		0.00				
	Unallocated Money Fund		0.00				
			<u>0.00</u>				
	Interest due as at 17/12/2024		0.00				
			<u>0.00</u>				
	Current balance including interest		<u>\$0.00</u>				

Owners Corporation Fee Notice

Quantum United Management Pty Ltd (Owner Corporation) Registration 2015 001-Owners Corporation Public

Quantum United Management
Level 12, 200 Sturt Street
Melbourne VIC 3000

T 03 9443 8887
www.quantumunited.com.au

Invoice

Issued 26/11/2024 on behalf of:

Charanpreet Kaur & Ramaraj Randhawa
36/ Bank Street
Wolert VIC 3750

OC No. 2 P581918Y
ABN 1679841673
Ratindrie (Mooind)
335-430-440 Crangeturn Road
Wolert VIC 3750

for Lot 2429 Unit 36
Charanpreet Kaur & Ramaraj Jeet Singh
Randhawa
36 Bank Street
Wolert VIC 3750

The following fees/charges are due (all amounts listed include GST unless otherwise specified)
Payment is due within 28 days of the date of this notice or by the due date specified below

Due Date	Details	Admin Fund	Maintenance	Amount due (\$)	Total
01/01/2025	Pre-lease OC Fee 01/01/20 to 01/03/25	250.00	0.00		250.00
	Total due in month	250.00	0.00		250.00

Total of this notice **250.00** (including nil GST)
 Amers 0.00
 Interest on amers 0.00
 Outstanding owner invoices 0.00
 Subtotal of amount due **250.00**
 Prepaid 0.00
Total amount due \$250.00

Interest will be charged on any overdue fees/charges at an annual rate of 0%
 The rate of interest has been calculated in accordance with the current rate under the
 Penalty Interest Rate Act 1983(Vic). This rate is subject to change.

Levy Payment due 01/01/2025



Registration is required to participate from cheque or savings accounts. Please contact us for details www.deft.com.au. You do not need to register for the internet unless it is used regularly.

Charanpreet Kaur & Ramaraj Randhawa
Owners Corporation 819166Y 2
Lot 2429 Unit 36



*499 218932424 865703



Biller code 96503



Pay via the internet via your bank account. Register at www.bpay.com.au



Credit card payments can be made via the internet. Log onto www.bpay.com.au to follow the instructions. A surcharge will be applicable if you use this option.



Post EFTPOS Pay in stores at Australia Post by cheque or EFTPOS

Connect your participating financial institution to make a BPAY payment from your cheque or savings account. Enter the biller code and your DEFT reference number. To use the QR code, see the reader within your mobile banking app. More info: www.bpay.com.au

Quantum United Management Pty Ltd

DEFT Reference Number

218932424865753

Amount Due

\$250.00

Due Date

01/01/2025

Amount Paid

\$

Owners Corporation Certificate

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

Owners Corporation No.	Owners Corporation No. 2 PS819166Y	
Prepared for:	Lot 2429	36 Bank Street Wollert VIC 3750
Postal Address:	Suite 12, Level 2 / 100 Overton Road, Williams Landing VIC 3027	
Vendor	Charanpreet Kaur & Ramanrai Jeet Singh Randhawa	
Purchaser:	Not Known	
Applicant:	Charanpreet Kaur & Ramanrai Jeet Singh Randhawa	
Applicant Reference:	None Provided	
<p>IMPORTANT: The information in this certificate has been issued on 18 December 2024</p> <p>The information contained within this certificate is only valid as of its date of issue. An updated certificate should be obtained prior to settlement to ensure the information contained within this certificate remains current and valid.</p>		
<p>This Certificate has been issued for Lot 2429 on Owners Corporation No. 2 PS819166Y</p>		

- The present annual fees for the financial year **01/01/2024 to 31/12/2024** for the lot is **\$1,000** payable on **quarterly** basis.

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

Due Date	Description	Amount
01/01/2024	OC Fees for period 1 st Jan to 31 st Mar 2024	\$211.75
01/04/2024	OC Fees for period 1 st April to 30 th June 2024	\$211.75
01/07/2024	OC Fees for period 1 st July to 30 th Sept 2024	\$288.25
01/10/2024	OC Fees for period 1 st Oct to 31 st Dec 2024	\$288.25
	Total:	\$1,000
01/01/2025	OC Fees for period 1 st Jan to 31 st March 2025	\$250

- The fees are paid up until **31/12/2024**. Please note that should settlement occur on or after any due date, a further contribution fee will be due and payable plus an adjustment levy to align with the budget if an Annual General Meeting has taken place and an increase to the annual fees has been resolved by the Owners Corporation.
- The present total of unpaid fees (including levies, miscellaneous charges and interests) is: **\$0.00**
Please refer to the attached Current Owner Account Statement for a detailed breakdown.

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

Due Date	Amount	Details
Nil	Nil	Nil

5. The repairs, maintenance or other work or act which has been or is about to be performed which may incur additional charges which have not been included in the annual fees and special levy fees are:
None known as of the date of this certificate.
6. The Owners Corporation has the following insurance cover:
Please refer to Attachment 2: Owners Corporation Insurance Certificate of Currency.
7. The Owners Corporation has not resolved that members may arrange their own insurance under Section 63 of the Act.
The Owners Corporation has taken out insurance as required under the Owners Corporation Act 2006 for all townhouses on the plan of subdivision, common property as well as structure on common property. Owners are advised that the Owners Corporation Building Policy DOES NOT provide protection for privately owned fittings, including carpets, temporary floors, walls, ceiling coverings, curtains, blinds and light fittings or fixtures removable by a lessee regardless of the cause of the damage or the legal liability in respect of any negligence that occurs within the titled area of the lot.
8. The total funds held by the Owners Corporation as at **18 December 2024** are:

Fund	Amount
Administrative Fund	\$15,247.43
Maintenance Fund	Nil
Investments	Nil

9. The Owners Corporation **does not** have liabilities not covered by annual fees, special levies and repairs and maintenance as set out above. In the event of a budget shortfall and/or if there are insufficient funds held by the Owners Corporation to meet its operational expenses and/or any insurance policy premium, if required a Special Levy will be raised based on the Lot Entitlement & Liability as registered on the Plan of Subdivision.
10. As of **18 December 2024** there is a total amount of **\$3,369.41** of fees and levies owing to the Owners Corporation in arrears.
It was resolved that the Owners Corporation instruct Quantum United Management to engage a debt recovery firm to commence Owners Corporation Fee recovery if there are unpaid fees that are equal to or above the annual Owners Corporation Fees.
11. The Owners Corporation is party to any proceedings or aware of any notices or orders which may give rise to proceedings as follow:
The manager is not aware of any legal proceedings as of the date of this certificate, other than debt/cost recovery as noted in item 10 above.

12. The Owners Corporation has granted contracts, leases, licences or agreements affecting the common property as follows:

- **Quantum United Management – Management Agreement**
- **Rathdowne Microgrid Services Agreement and Embedded Network Connection Agreement**
A Microgrid Services Agreement with The Embedded Networks Company Pty Ltd and Embedded Network Connection Agreement (if required) with AusNet Electricity Services Pty Ltd substantially in accordance with the attached agreements entered into by Villawood Wollert No.7 Pty Ltd and Owners Corporation No.1 on PS819166Y in relation to the distribution system located on the common property and land affected by the owners corporation by which electricity is supplied to the land affected by the owners corporation.
- **Agreement to Provide Community Events & Activities Services**
the owners corporation is given the authority to plan and organise community events and activities for the benefit of all owners to build and maintain neighbourliness, safety, wellbeing and a sense of community amongst owners, by engaging a suitable contractor, employee or the owners corporation manager to plan and run events and activities for all owners;
- **Agreement to Provide Security Patrolling Services**
the owners corporation is given the authority to provide, or enter into an agreement/s to provide, security patrolling services throughout the land in the plan of subdivision for the safety and security of the owners and occupants.
- **Agreement to Provide Landscape Maintenance Services**
the owners corporation is given the authority to 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; and other service or facility provided by the Owners Corporation for the benefit of members which is consistent with the stated objectives of the owners corporations rules.

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

The registered proprietor of title effected by the Owners Corporation is an 'Owner Member' of Club Rathdowne Limited (ACN 632 420 798). The Company maintains and administers the operation and use of the Residents Leisure Centre facilities known as 'Club Rathdowne' and any other land in respect of the Rathdowne Project Land which it has been agreed to writing by the company to maintain on behalf of the Owners Corporation for the benefit of its Members and any other persons who are authorised to use such pursuant to the terms of the Constitution.

14. Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied?
None as of the date of this certificate.

15. The Owners Corporation have resolved to appoint Quantum United Management as the Owners Corporation manager.

16. No proposal has been made for the appointment of an administrator.

17. Any other information:

- **This Owners Corporation is a limited owners corporation. The lot is affected by unlimited Owners Corporation No. 1 Plan of Subdivision 819166Y.**
- **Vendors are to handover any/all access proximity swipe access cards to Club Rathdowne that are currently in their possession (unless the current residential tenancy agreement is subject to transfer at**

settlement). Failure to provide these will result in the purchaser being required to purchase new access fobs.

- **Nature Strip Maintenance (Lots 101 to 699): All lots within Stages 1 to 6 are responsible for the maintenance of their nature strip(s) effective 01/12/2022. All other lot nature strips are currently being maintained by the developer until further notice.**

IMPORTANT:

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

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

18. The following attachments are linked to this certificate:

- Attachment 1: Minutes of the last Annual General Meeting
- Attachment 2: Owners Corporation Insurance Certificate of Currency
- Attachment 3: Owners Corporation Model Rules
- Attachment 4: Owners Corporation Registered Rules
- Attachment 5: Owners Corporation Building & Design Guidelines
- Attachment 6: Change of Owner Details Form

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

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

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

Signed on behalf of Owners Corporation No. 2 PS819166Y by:



Selena Len
Client Manager

Dated: **18 December 2024**

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

Quantum United Management Pty Ltd
ABN 69 202 124 813
Suite 12, Level 2, 100 Overton Road
WILLIAMS LANDING VIC 3027
Phone: 03 8360 8800
Email: rathdowne@quantumunited.com.au

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

SCHEDULE 3

Owners Corporations Regulations 2018 Regulation 17

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an Owners Corporation

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

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

**NOTICE OF INTERIM RESOLUTIONS OF THE
ANNUAL GENERAL MEETING OF OWNERS CORPORATION
No.2 PLAN OF SUBDIVISION 819166Y**

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

Interim resolutions become resolutions of the Owners Corporation:

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

Note:

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

**MINUTES OF THE ANNUAL GENERAL MEETING
OF OWNERS CORPORATION No. 2 PLAN OF SUBDIVISION 819166Y HELD ON**

Date: Tuesday 28th May 2024

Time: 6:00 pm

Place: Meeting was held online using the Zoom Meeting platform

Meeting Opened at 6:08 pm

1. Attendances & Apologies

Lot Owner/s present & eligible to vote:

Lot 2417 Luciano Galloway
Lot 2426 Bareah Aboushamat

Also Present:

Selena Len and Andy Taylor representing Quantum United Management Pty Ltd.

Apologies:

No apologies were received

2. Proxies

No proxies were received

3. Quorum & Entitlement to Vote

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

4. Chairperson of the AGM

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

5. Acceptance of Minutes

MOTION: That the Minutes of the previous Inaugural General Meeting of Owners Corporation No.2 of 819166Y held on 18th April 2023 be adopted and signed as a true and correct record.

Motion defeated

6. Reports

6.1 Manager's Report - Section 126/ Committee Report - Section 115 of the Owners Corporation Act 2006

Manager's Report was tabled. The Committee report forms part of the Managers Report.

6.2 Dispute Resolution Report / Part 10 of the Owners Corporation Act 2006

There were no disputes lodged under this section to report.

6.3 Insurance Valuation Report

It was resolved by members to obtain an Insurance Valuation for the Owners Corporation to ensure that the current insurance policy allowed for adequate coverage for all buildings it is liable to insure.

RESOLUTION: It was resolved that the Owners Corporation obtain an insurance valuation of common property buildings and structures that it is liable to insure, and that the owners corporation resolve to amend the building sum insured in line with the recommended valuation.

Motion carried unanimously.

6.4 Maintenance Plan Report

At the Inaugural General Meeting it was resolved that the OC would consider obtaining a Maintenance Plan Report for the Common Property and all others areas the Owners Corporation is responsible for, pursuant to section 36(2) of the Owners Corporation Act 2006 at the next annual general meeting.

MOTION: That the Owners Corporation resolve to obtain a Maintenance Plan Report for the Common Property and all others areas the Owners Corporation is responsible for, pursuant to section 36(2) of the Owners Corporation Act 2006.

Motion defeated.

6.5 Safety Assessment Report

All members are liable for any liability events that occur on common property. Common property for O/C No.2 PS819166Y is predominantly the common area driveways, pathways and garden beds. Should there be an incident where there was a hazard that the O/C was aware of that caused an injury there may be a chance that the O/C (all lot owners) will be collectively liable. Further these areas are considered a workplace for any contractors that the O/C is responsible for, so it is important the areas are maintained free of any risks where possible. As a result, we recommend that the O/C carry out an annual Safety Assessment of the common property areas.

RESOLUTION: It was resolved that the Owners Corporation have a Safety Assessment Audit of Common Property areas including all swimming pools carried out as recommended by Quantum United Management and that the completed report be tabled with the appointed Committee for action.

Motion carried unanimously

7. Finance:

7.1 Annual Financial Statements for the period ending 31st December 2023

RESOLUTION: It was resolved that the Owners Corporation adopt the Annual Financial Statements for the period 1st January 2023 to 31st December 2023.

Motion carried unanimously.

7.2 Owners Corporation Budget for the period 1st January 2024 to 31st December 2024.

RESOLUTION: It was resolved that the Owners Corporation adopt the Budget as table for the financial year 1st January 2024 to 31st December 2024.

Motion carried unanimously.

7.3 Owners Corporation Fees

i) OC Fee periods

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

Motion carried unanimously.

ii) Administrative Fund

RESOLUTION: It was resolved that the Owners Corporation resolves that, the annual Administrative Fund Owners Corporation Fees for the period of 12 months commencing 1st January 2024, be struck in the amount of \$36,000 as per the approved budget.

Motion carried unanimously.

7.4 Owners Corporation Fees due 01.01.2025 and 01.04.2025

RESOLUTION: It was resolved that the Owners Corporation Fees for the first two levy contribution quarterly periods of the financial year 01.01.2025 to 31.12.2025 be pre-issued and that these fees be set based on lot liability for the Administration Fund, payable quarterly in advance on 01.01.2025 and 01.04.2025 respectively.

Motion carried unanimously.

7.5 Penalty Interest on Arrears

MOTION: Pursuant to section 29 of the Owners Corporation Act 2006 the Owners Corporation may charge interest at the maximum rate of interest payable under the Penalty Interest Rate Act 1983 on any money owed by a member to the Owners Corporation after the due date.

Motion defeated.

7.6 Waiving of Penalty Interest on Arrears

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

Motion carried unanimously

7.7 Debt Recovery

RESOLUTION: It was resolved that the Owners Corporation instruct Quantum United Management to engage a debt recovery firm to commence Owners Corporation Fee recovery if there are unpaid fees that are equal to or above 2 quarters of the annual Owners Corporation Fees.

Mover: Luciano Galloway
Second: Bareah Aboushamat

Motion carried unanimously

7.8 Cost Recovery

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

Motion carried unanimously.

8. Insurance:

Review of Current Insurance Cover:

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

Public Liability Cover

Name of Company:	CHU Residential Strata Insurance Plan
No. of Policy:	HU0006108727
Insured:	Solstice Community Owners Corporation No.2
PS819166Y	
Building:	\$12,000,000
Public Liability:	\$30,000,000
Voluntary Workers:	\$200,000/ \$2,000
Fidelity Guarantee:	\$250,000
Office Bearers' Liability:	\$5,000,000
Catastrophe Insurance:	\$3,600,000
Loss of Rent & Temp Accommodation:	\$1,800,000
Government Audit Costs:	\$25,000
Legal Defence Expenses:	\$50,000
Lot Owners Fixtures & Improvements(per lot):	\$250,000

Renewal Date: **20th April 2025**

Members are advised that the Owners Corporation Building Policy **DOES NOT** provide protection for privately owned fittings, including carpets, temporary floors, walls, ceiling coverings, curtains, blinds and light fittings or fixtures removable by a lessee regardless of the cause of the damage or the legal liability in respect of any negligence that occurs within the titled area of the lot. It is therefore the responsibility of

the landlord/lot owner to ensure adequate cover is in place, commonly referred to as Contents Insurance/Landlords Cover.

STANDING DIRECTION (INSURANCE RENEWAL)

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

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

Please also review the financial services provided by the Manager as disclosed in the Quantum Financial Services Guide (FSG) available on the community App.

Motion carried unanimously.

9. Election of Owners Corporation No.2 PS819166Y Committee:

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

RESOLUTION: It was resolved that Luciano Galloway is elected on to the committee of Owners Corporation No.2 PS819166Y as passed by the preferential voting method.

Motion carried unanimously.

RESOLUTION: It was resolved that Bareah Aboushamat is elected on to the committee of Owners Corporation No.2 PS819166Y as passed by the preferential voting method.

Motion carried unanimously.

10. General Business:

10.1 Street Lighting

Members advised that the lighting along Lamington Walk and Shuto Walk are being switch off during the later periods of the day. Members were concerned that during the night-time, lot owners are not able to see when entering and exiting the townhouse complex and raised concerns of safety.

The Manager to investigate if the lighting is located on common property or council land. If the lights are on common property the OC will take action accordingly and if the lights are on council land, then a request will be sent to the council for the lights to be active during the later periods of the day.

11. Close of Meeting

Meeting closed at 7:56 pm



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006108727
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	20/04/2024 to 20/04/2025 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 819166Y
Situation	430 CRAIGIEBURN ROAD WOLLERT VIC 3750
Additional description	335 AND 430-440 CRAIGIEBURN ROAD WOLLERT VIC 3750

Policies Selected

Policy 1 – Insured Property

Building: \$12,000,000
Common Area Contents: \$117,753
Loss of Rent & Temporary Accommodation (total payable): \$1,800,000

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

Death: \$200,000
Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Policy 6 – Machinery Breakdown

Not Selected

Policy 7 – Catastrophe Insurance

Sum Insured: \$3,600,000
Extended Cover - Loss of Rent & Temporary Accommodation: \$540,000
Escalation in Cost of Temporary Accommodation: \$180,000
Cost of Removal, Storage and Evacuation: \$180,000

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)

Sum Insured: \$250,000

Flood Cover is included.

Date Printed

01/05/2024

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.

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

PS819166Y
Owners Corporation No. 2 Rules

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INTRODUCTION

These Rules are substituted for the Model Rules in the Owners Corporations Regulations 2018 except where the model rules provide for a matter and these rules do not provide for that matter.

NOTE

The Owners Corporations Act 2006 and the Regulations to that Act provide for the functions and powers of the Owners Corporation, the general duties of members and occupiers, for financial management, keeping of records, meetings procedure, management of the Owners Corporation, insurance and other matters. These Rules must be read in conjunction with the Act and Regulations.

1. Definitions

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

Act means the Owners Corporations Act 2006 (Vic).

Common Property means the common property areas within the Plan of Subdivision.

Council means City of Whittlesea.

Development means the land affected by the Owners Corporation and all improvements constructed and to be constructed on that land and includes all the Lots and the Common Property.

Lot means a lot shown on the Plan of Subdivision which is affected by the Owners Corporation.

Occupier means any person occupying or in possession of a Lot.

Owner means a member of the Owners Corporation.

Owners Corporation means Owners Corporation No.2 within the Plan of Subdivision.

Plan of Subdivision means Plan of Subdivision 819166Y.

Planning Permit means permit no. 718965 as amended from time to time issued by City of Whittlesea for the 36 lot plan of subdivision 819166Y.

Regulations means the Owners Corporations Regulations 2018.

VCAT means Victorian Civil and Administrative Tribunal.

Waste Management Plan means the waste management plan that has been approved by Council for the Development.

2. Noise

An Owner or Occupier must not, and must not allow any invitee to, do anything or create emissions (including but not limited to noise, light, odour, dust) likely to unreasonably interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.

3. Vehicles and parking

- (a) An Owner, Occupier or guest 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 to be parked or left—
 - a. 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.
- (b) The following conditions apply to visitor parking bays located upon Common Property–
 - a. Owners and Occupiers must ensure that their guests and visitors park their vehicles in designated “VISITORS” parking bays on the Common Property and use that area only for its intended purpose of casual parking;
 - b. vehicles must not be parked or left on the Common Property in a way that obstructs a driveway or entrance to a Lot, or in any place other than within designated “VISITORS” parking bays allocated by the Owners Corporation;
 - c. visitors must not be parked in the allocated “VISITORS” parking bays for more than 48 hours, unless they have received prior written consent from the manager of the Owners Corporation;
 - d. when parked, vehicles must not protrude from the boundary of the bay on to the roadway or verges;
 - e. in the event that damage is caused to Common Property, the Owner or Occupier responsible for the visitor will be responsible for the reinstatement of the damaged Common Property and any costs involved; and
 - f. parking of trailers, caravans, motorhomes, boats, commercial vehicles or rubbish skips is not permitted.

4. Use of Common Property

- (a) An Owner or Occupier must not–
 - a. without the Owners Corporation’s written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the Common Property;
 - b. obstruct the lawful use of the Common Property by someone else who is entitled to use the Common Property;
 - c. leave any item, rubbish or other materials on the Common Property in a way or place likely to interfere with the enjoyment of the Common Property by someone else;
 - d. throw or allow any object to fall from the Lot to another Lot or the Common Property;
 - e. permit any motor bike to be parked on Common Property at any time; and
 - f. damage a lawn, garden, tree, shrub, any structure (including irrigation), plant or flower on the Common Property or use a part of the Common Property as a garden.

5. Behaviour of persons

- (a) An Owner must ensure that any Occupier, invitees and licensees using the Owner's Lot or Common Property comply with these rules and the Owner will be liable for any breach of these rules by any Occupier, invitee and licensee of the Owner's Lot.
- (b) An invitee must comply with the rules as if he or she is an Owner.
- (c) An Owner must not keep any animal on a Lot after being given notice in writing by the Owners Corporation to remove the animal because it is dangerous or causing a nuisance.

6. External appearance of Lots

- (a) An Owner or Occupier must not, without the Owners Corporation's prior written consent:
- a. erect, modify, extend or demolish any building, fence or structure on a Lot that changes the external appearance of the Lot;
 - b. hang washing, bedding, or another cloth article if the article is visible from another Lot or the Common Property;
 - c. display a sign, advertisement or similar article on a Lot if the sign, advertisement or article is visible from another Lot or the Common Property;
 - d. erect a clothesline, shed or pergola within a Lot;
 - e. keep a caravan, trailer, boat, plant machinery or truck on a Lot except where any such item is not visible from the Common Property; and
 - f. erect or affix any antenna, satellite dish, radio mast, air-conditioning or heating plant or external mounted conduits on a Lot which affect the external appearance of the Lot.
- (b) An Owner or Occupier must not erect or display any real estate sign unless:
- a. the Owners Corporation has provided written consent; and
 - b. the sign does not exceed 700mm in width and 1000mm in height.
- Any real estate sign must be removed within 14 days of the Lot being sold.

7. Maintenance

- (a) An Owner or Occupier must:
- a. ensure that the Lot is kept clean and tidy;
 - b. maintain the Lot and any structures on the Lot (to the extent that such maintenance is not the responsibility of the Owners Corporation);
 - c. take all practicable steps to prevent infestation of the Lot by vermin or insects;
 - d. maintain the surface of all exterior windows of the Lot in a clean state and promptly replace all cracked or broken glass with fresh glass of the same kind, colour and weight as was originally installed; and
 - e. not allow the state of repair of any landscaped area of a Lot visible from Common Property, another Lot or public space to fall below the standard as at the date that the Owner or Occupier first occupied the Lot.

8. Insurance

- (a) Nothing may be done to or kept on a Lot which may increase the rate of insurance on any property insured by the Owners Corporation without the approval of the Owners Corporation, nor may anything be done or kept on a Lot which may result in the cancellation of insurance on any property insured by the Owners Corporation.
- (b) 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.

9. Waste Disposal

- (a) An Owner or Occupier must:
- a. comply with all local government laws about disposal of garbage including

compliance with the current (from time to time) Waste Management Plan;

- b. ensure that:
 - i. disposal of rubbish or waste does not adversely affect the health, hygiene or comfort of the other lots and Occupiers; and
 - ii. odours that are considered reasonably offensive to any other person are not emitted from receptacles; and
 - iii. no receptacles, garbage, or waste, on a Lot are in view from Common Property, a public road or from a public thoroughfare.

10. Use of Lots

- (a) Each Owner or Occupier must 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 or on Common Property, 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.
- (b) Each Owner or Occupier must at their own cost:
 - a. maintain in a state of good and serviceable repair any part of their Lot and all improvements that affect the outward appearance of their Lot or the use and enjoyment of other Lots and Common Property; and
 - b. ensure that their Lot and all vegetation on their Lot is so kept and maintained as not to be offensive in appearance nor be a fire risk or health hazard to other Owners or Occupiers through the accumulation of excess rubbish, uncut vegetation or otherwise.
- (c) An Owner or Occupier must not use their Lot for the purpose of carrying on a business.
- (d) An Owner or Occupier must not:
 - a. store or place any private materials or goods on or in the Common Property without the prior written consent of the Owners Corporation, unless these are specifically designated areas such as bike racks for temporary placement of a bike; or
 - b. permit the undue accommodation of mail, newspapers or advertising materials in or near their letter box or other receptacle.

11. Provision of Services and Levies

Each Member of the Owners Corporation agrees that:

- (a) The Owners Corporation may provide the following services:
 - a. the operation of a security surveillance service; and
 - b. 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, nature strips (including trees located on nature strips) or parks at the cost of the Owners Corporation.
- (b) The provision of any of the services in clause 11(a) by the Owners Corporation will be paid for by all Members.

12. Obligations of tenants

- (a) Any Owner who leases a Lot will be responsible for ensuring compliance with these rules by any tenant.

- (b) A copy of these rules must be provided to any Occupier prior to them commencing their occupation of a Lot.
- (c) The rules must be exhibited in a prominent place in any Lot which is made available for leasing and letting.

13. Observance of notices

Owners must observe the terms of any notice displayed on the Owners Corporation website by the authority of the Owners Corporation or of any statutory authority.

14. Recovery of Costs

The Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation (excluding the personal time cost of any person acting in an honorary capacity including the chairperson or a committee member of the Owners Corporation) arising out of any default or breach by any Owner or Occupier of any obligation under the Act, the Regulations or these rules.

15. Renovations of Lots

- (a) All rubbish from renovations inside a Lot must be removed and disposed of without cost to the Owners Corporation or damage to the Common Property.
- (b) The Owner of a Lot must not permit any tradesman contractor or other person carrying out any works to be on the Lot or the Common Property:
 - a. on any public holiday or Sunday;
 - b. before 7.00 am or after 6.00 pm Monday to Friday;
 - c. before 9.00am or after 6.00pm on Saturday, except in the case of an emergency, which includes:
 - i. an interruption to gas, water, electricity, telephone, drainage, sewerage or a similar service;
 - ii. a leak or a similar problem requiring prompt attention; or
 - iii. cracking or a similar problem likely to affect the immediate safety of the building.

16. Contact Details

Each Owner must advise the Owners Corporation or Manager of a contact address and telephone number in Australia for the Owner and a telephone number for any Occupier of the Owner's Lot or any part of it and must promptly advise the Owners Corporation or manager of the Owners Corporation of any change in such address or telephone number. The Owners Corporation must require the manager to comply with any applicable privacy legislation in connection with the collection, use and any disclosure of this information.

17. Compliance with the Owners Corporations Act 2006

Each Owner or Occupier of any Lot:

- (a) must comply with the Act and the Regulations; and
- (b) acknowledges and agrees that if there is any inconsistency between these rules, the Act and the Regulations, these rules prevail.

18. Compliance with Planning Permit

Each Owner or Occupier of any Lot:

- (a) must at all times, at its cost, comply with the requirements of the Planning Permit to the extent that such requirement relates to an Owner or Occupier of a Lot; and
- (b) acknowledges and agrees that if there is any inconsistency between these rules and the Planning Permit, the provisions of the Planning Permit prevail.

19. Severability

If any provision of these rules or its application to any person or circumstance becomes invalid, illegal or unenforceable, the provision must so far as is possible be read down to such extent as may be necessary to ensure that it is not illegal, invalid or unenforceable. If any provision or part of it cannot be so read down, the provision or part of it shall be deemed to be void and severable and the remaining provisions of these Rules shall not in any way be affected or impaired.

20. Dispute resolution

- (a) The grievance procedure set out in this rule applies to disputes involving an Owner, an Occupier, the manager of the Owners Corporation 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 (as applicable), within 14 working days from the date that the dispute comes to the attention of all parties.
- (f) A meeting under subrule 20(e) may be held in person or by teleconferencing, including by videoconference.
- (g) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (h) Subject to subrule 20(i), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
- (i) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the Owners Corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (j) If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of its right to take further action under Part 10 of the Act.
- (k) This process is separate from and does not limit any further action under Part 10 of the Act.

21. Health, safety and security

- (a) Health, safety and security of Owners, Occupiers and others
An 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.
- (b) Storage of flammable liquids and other dangerous substances and materials

- a. 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.
- b. This rule does not apply to:
 - i. chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - ii. any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
- (c) Fire safety information
An Owner must ensure that any Occupier of the Owner's Lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the Lot prior to the Occupier commencing occupation of the Lot.

22. Committees and sub-committees

- (a) Functions, powers and reporting of committees and sub-committees
A committee may appoint members to a sub committee without reference to the Owners Corporation.

23. Management and administration

- (a) Metering of services and apportionment of costs of services
 - a. The Owners Corporation must not seek payment or reimbursement for a cost or charge from an Owner or Occupier that is more than the amount that the supplier would have charged the Owner or Occupier for the same goods or services.
 - b. If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the 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 Owner or Occupier from the relevant supplier.
 - c. Subrule 23.1(b) does not apply if the concession or rebate:
 - i. must be claimed by the Owner or Occupier and the Owners Corporation has given the Owner or Occupier an opportunity to claim it and the Owner or Occupier has not done so by the payment date set by the relevant supplier; or
 - ii. is paid directly to the Owner or Occupier as a refund.

24. Damage and alterations to Common Property

- (a) An Owner or Occupier of a Lot must not alter the Common Property or alter a structure that forms part of the Common Property without the written approval of the Owners Corporation.
- (b) An approval under subrule 24(b) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (c) 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.
- (d) The Owner or person referred to in subrule 24(d) must keep any device, screen or

barrier installed in good order and repair.

25. Requiring notice to the Owners Corporation of renovation 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.

INFORMATION ONLY

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

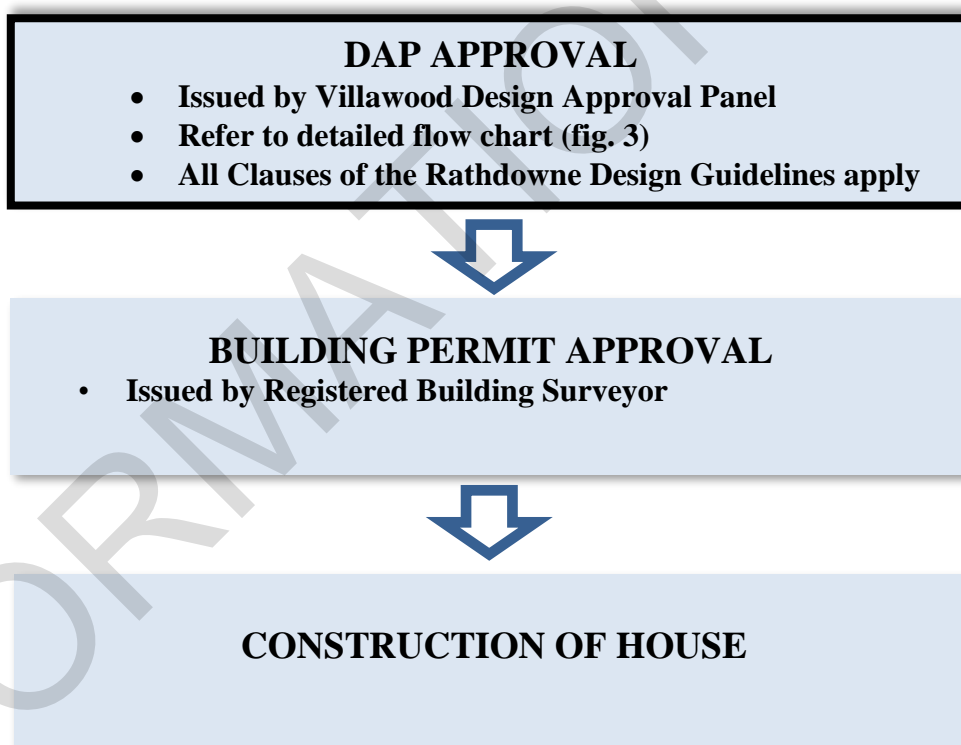
The process for approval of your house design depends on the size of your lot, and the details for your proposed house design.

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

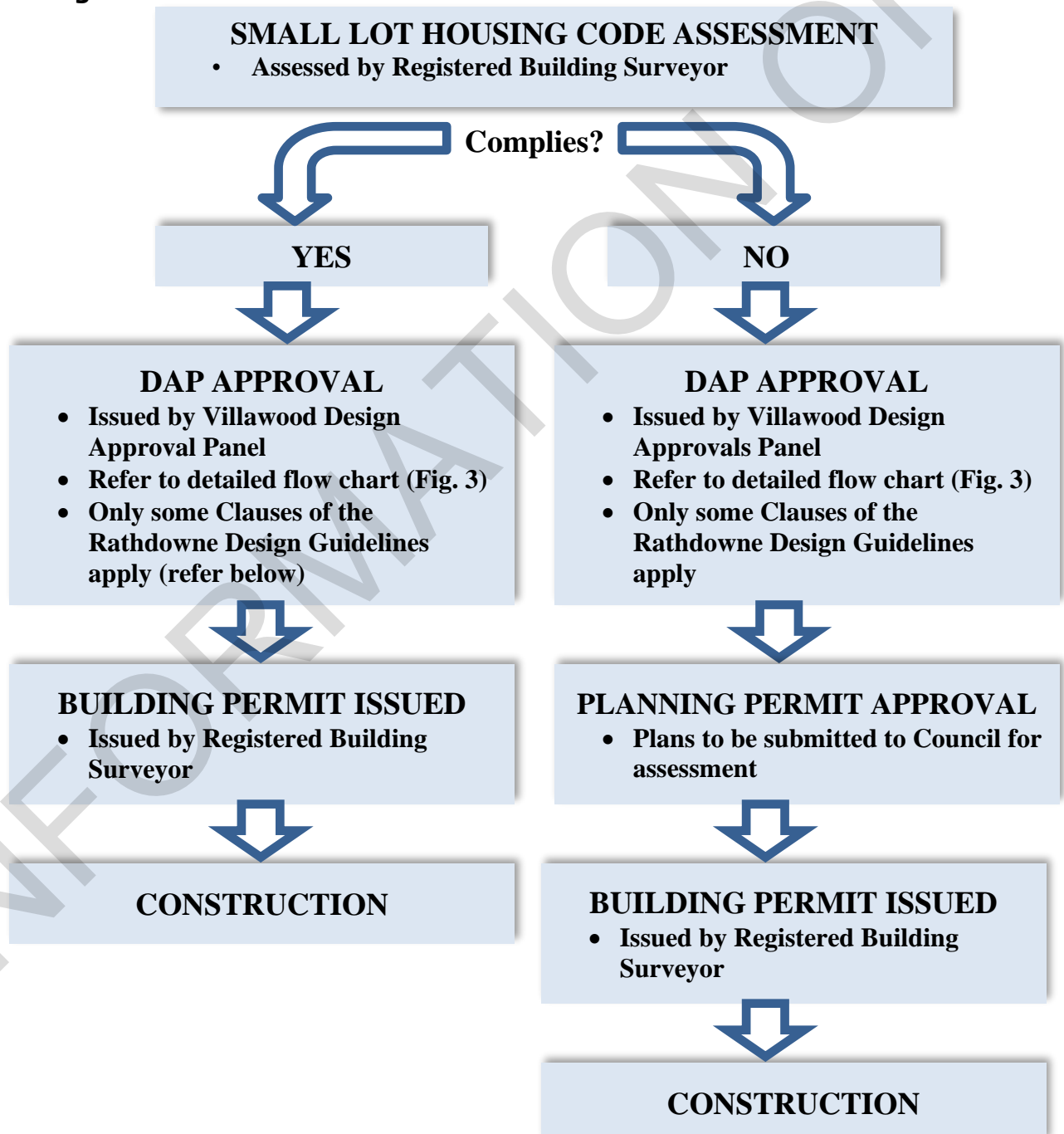


2.1.2 Lots Smaller than 300m²

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.

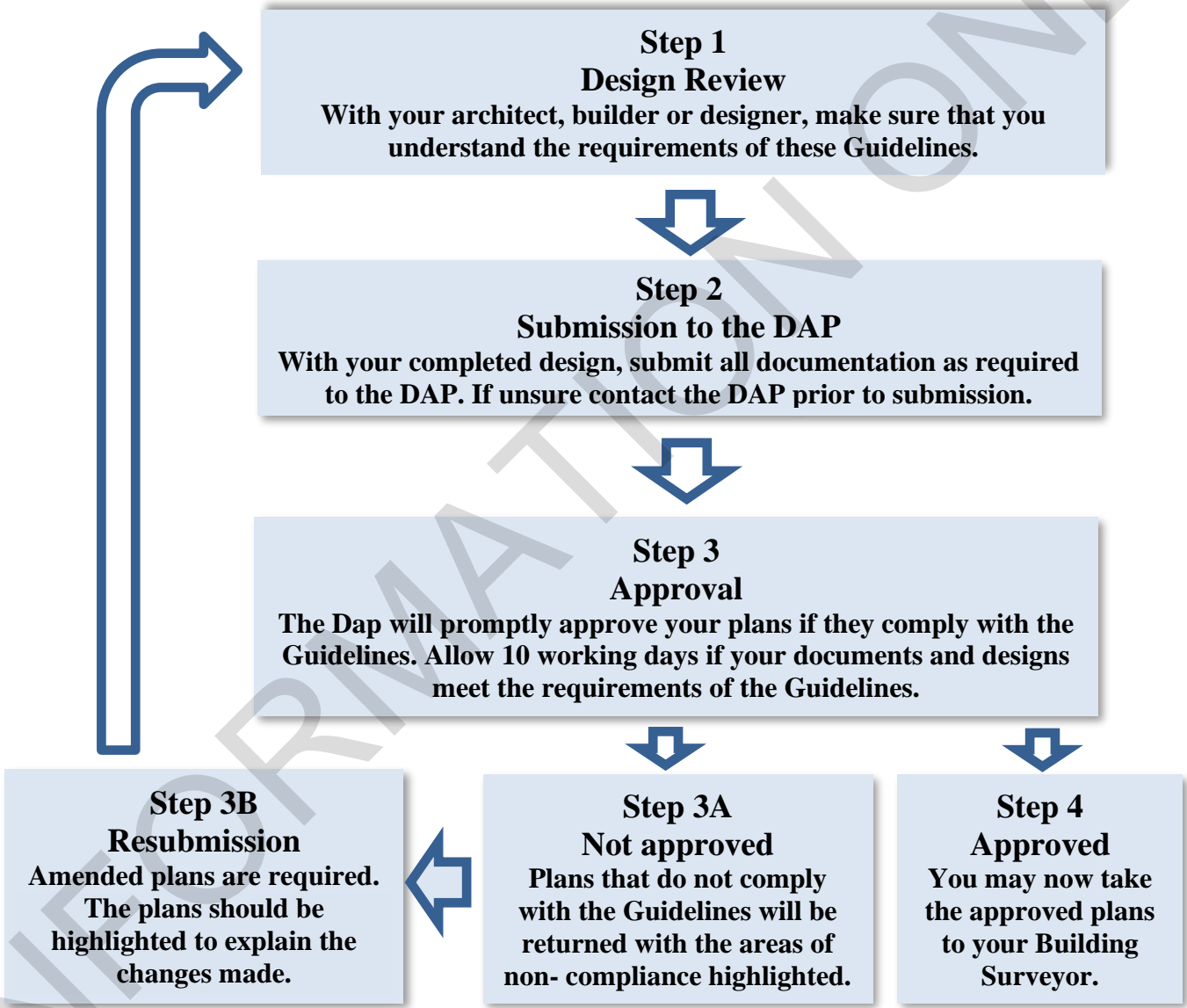
- 3.3 House Orientation
- 3.5 Building Envelopes and setbacks
- 3.6 Building Height
- 3.8 Site Coverage
- 4.10 Overshadowing
- 4.11 Privacy and Overlooking

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.

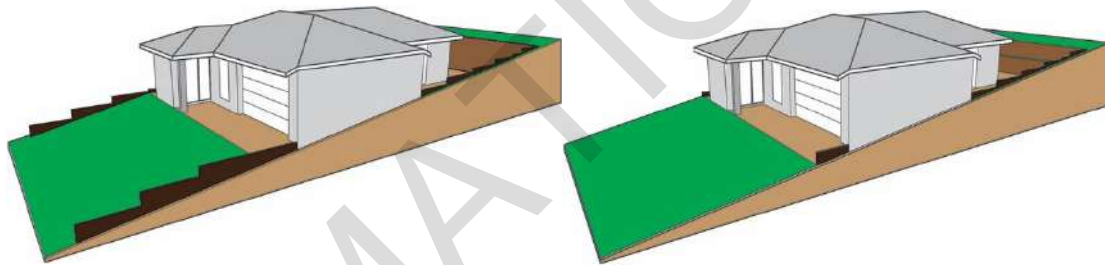
3.6 BUILDING HEIGHT

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.

INFORMATION ONLY

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.

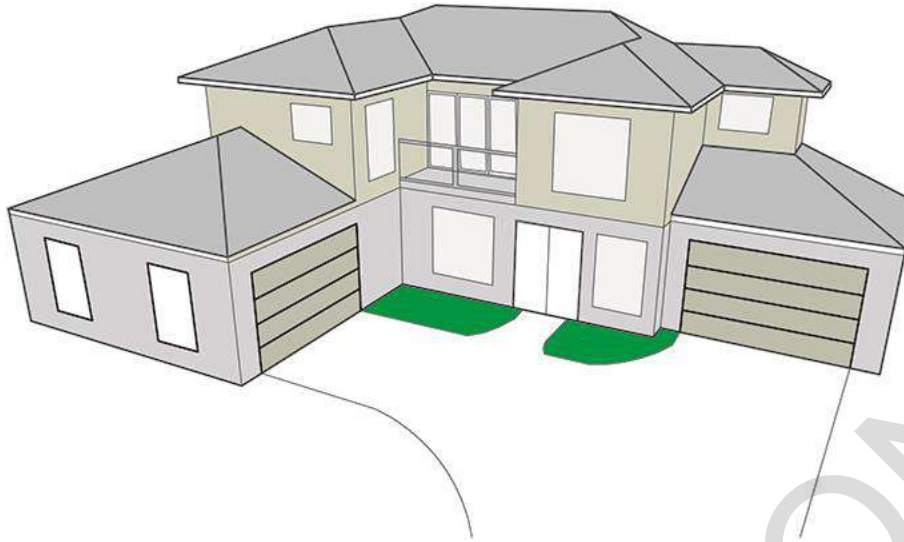
Terrace style lots may have garage access from alternate roads at the rear of the site, in the case that this occurs as nominated on the building envelope plan, then the siting of the garage must be located within the confines of the building envelope plan. Generally, a 1 metre pedestrian access path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

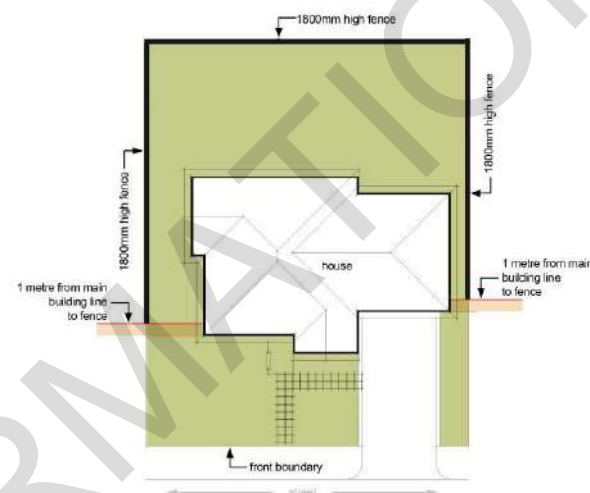
All side and rear fences are to be constructed of timber palings with exposed posts and capped across the top to a maximum height of 1.8 metres (excluding a screen required for overlooking purposes).

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.

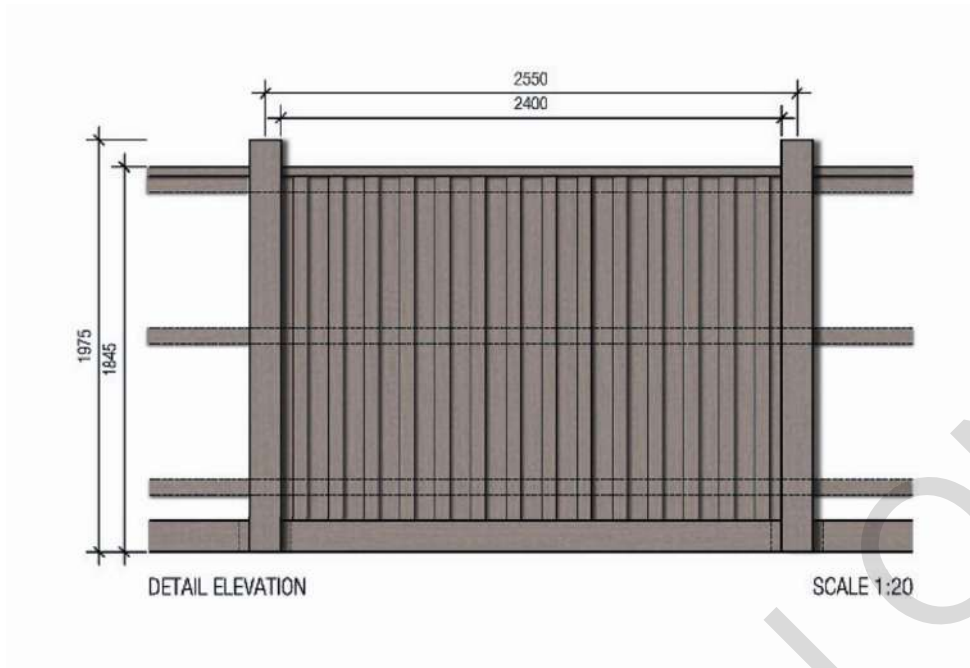
Lots facing a side street must comply with the building regulations regarding height and setbacks.

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

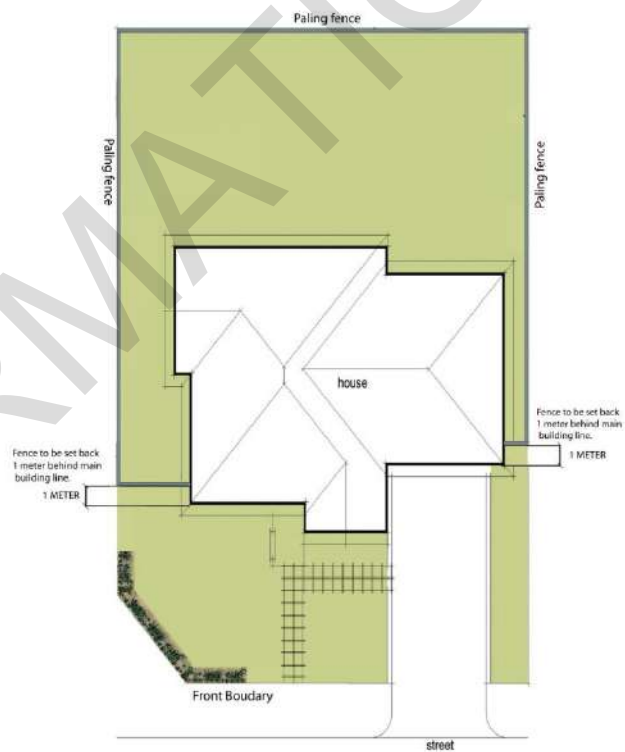
Fences permitted by the Guidelines are not deemed to overshadow the recreational private open space on the allotment.



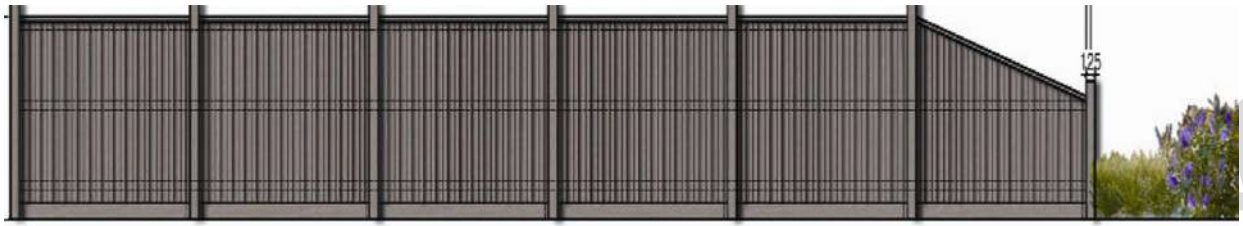
Depiction of typical boundary fencing location



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

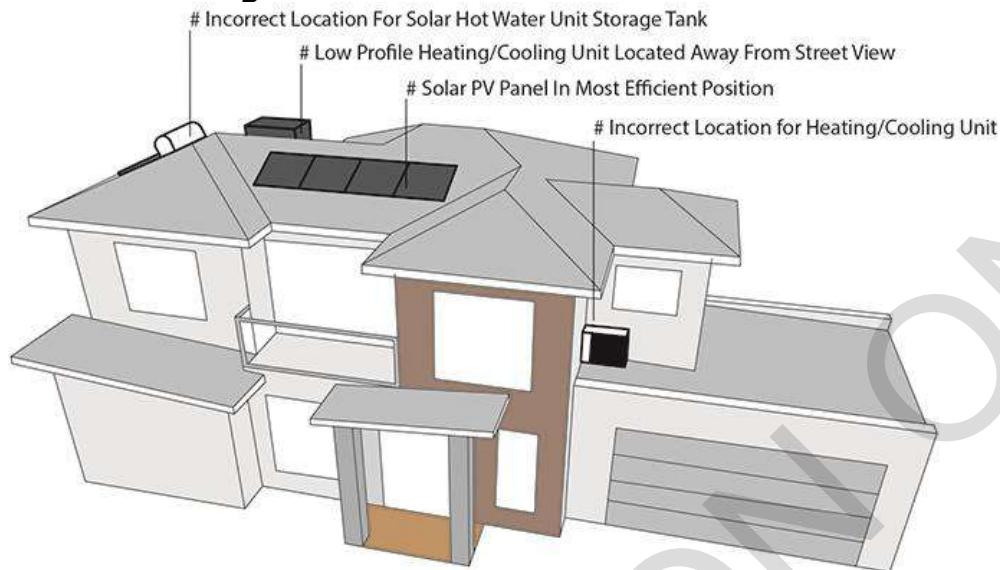


Not acceptable

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 ridgeline 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

Current Owner Account

Charanpreet Kaur & Ramanrai Randhawa

Lot 2429 Unit 36

OC No. 2 PS819166Y

Rathdowne (Microgrid), 335, 430-440 Craigieburn Road, Wollert VIC 3750

Purchased: 21/12/2023 UE / AE: 10.00 / 360.00

Date	Details	Administrative Fund due/paid	Maintenance Fund due/paid	Unallocated	Interest paid	Total	Balance (-)prepaid
	Balance brought forward	0.00	0.00	0.00		0.00	0.00
1/01/2024	OC Fees 01.01.2024 to 31.03.2024	211.75	0.00	0.00	0.00	211.75	211.75
27/03/2024	Levy payment for 2429/819166Y 2	-423.50	0.00	-0.29	4.99	-428.78	-212.04
1/04/2024	OC Fees 01.04.2024 to 30.06.2024	211.75	0.00	0.00	0.00	211.75	-0.29
31/05/2024	Allocation of unallocated money for 2429/819166Y 2	-0.29	0.00	0.29	0.00	0.00	-0.29
1/07/2024	OC Fees 01.07.24 to 30.09.24	288.25	0.00	0.00	0.00	288.25	287.96
1/07/2024	Levy payment for 2429/819166Y 2	-287.96	0.00	0.00	0.00	-287.96	0.00
30/09/2024	Levy payment for 2429/819166Y 2	-288.25	0.00	0.00	0.00	-288.25	-288.25
1/10/2024	OC Fees 01.10.24 to 31.12.24	288.25	0.00	0.00	0.00	288.25	0.00
1/01/2025	Pre-Issue OC Fees 01.01.25 to 31.03.25	250.00	0.00	0.00	0.00	250.00	
1/04/2025	Pre-Issue OC Fees 01.04.25 to 30.06.25	250.00	0.00	0.00	0.00	250.00	
17/12/2024	Current balances excluding interest						
	Administrative Fund		0.00				
	Maintenance Fund		0.00				
	Unallocated Money Fund		0.00				
			<u>0.00</u>				
	Interest due as at 17/12/2024		0.00				
	Current balance including interest		<u>\$0.00</u>				

Owners Corporation Fee Notice
Owners Corporation Act 2006 Section 31, Owners Corporation Regulations 2019 and Owners Corporation Rules

Tax Invoice

Issued 26/11/2024 on behalf of:

Charanpreet Kaur & Ramanrai Randhawa
36/ Bank Street
Wollert VIC 3750

OC No. 1 PS819166Y
ABN 72655619246
Rathdowne
335, 430-440 Craigburn Road
Wollert VIC 3750
for Lot 2429 Unit 36
Charanpreet Kaur & Ramanrai Jeet Singh
Randhawa
36/Bank Street
Wollert VIC 3750

The following fees/charges are due (All amounts listed include GST unless otherwise specified)
Payment is due within 26 days of the date of this Notice or by the due date specified below

Due date	Details	Amounts due (including GST) (\$)		Total
		Admin Fund	Maintenance	
01/01/2025	OC Fees 01.01.25 to 31.03.25	257.40	0.00	257.40
	Total due in month	257.40	0.00	257.40

Total of this notice	257.40	(including \$23.40 GST)
Arrears	0.00	
Interest on arrears	0.00	
Outstanding owner invoices	0.00	
Subtotal of amount due	257.40	
Prepaid	0.00	
Total amount due	\$257.40	

Interest will be charged on any overdue fees/charges at an annual rate of 10%.
The rate of interest has been calculated in accordance with the current rate under the
Penalty Interest Rates Act 1983(Vic). This rate is subject to change.

Levy Payment due 01/01/2025



Registration is required for payments from credit or debit accounts. Please complete registration at www.deft.com.au. You do not need to re-register for the debit service if already registered.

Charanpreet Kaur & Ramanrai Randhawa
Owners Corporation 619166Y
Lot 2429 Unit 36



Billers code 96503



Pay over the internet from your bank account. Register at www.deft.com.au



Credit card payments can be made over the internet. Log on to www.deft.com.au and follow the instructions. A surcharge will be applicable if you use this option.



Pay in-store at Australia Post by cheque or EFTPOS

Contact your participating financial institution to make a BPAY payment from your cheque or savings account. Enter the biller code and your DEFT reference number. To use the QR code, use the reader within your mobile banking app. More info: www.bpay.com.au

Quantum United Management Pty Ltd

DEFT Reference Number

288413578865194

Amount Due

\$257.40

Due Date

01/01/2025

Amount Paid

\$



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+288413578 865194 <

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