



Contract of Sale of Real Estate

Vendor: Sayers Road Holdings Pty Ltd ACN 642 534 567

Purchaser: «Purchasers»

Property Address: Lot «LotNumber» «StreetName», Alamora, Tarneit 3029

CONTRACT OF SALE OF REAL ESTATE

STAGE «Stage»

Property Address: Lot «LotNumber» «StreetName», Alamora, Tarneit 3029

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.

IMPORTANT NOTICE TO PURCHASERS

COOLING-OFF PERIOD

Section 31, Sale of Land Act 1962

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

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

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

EXCEPTIONS

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

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

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

Dated

Dated

Print name of person signing «Purchaser1.Signer1.Name»

Print name of person signing «Purchaser2.Signer1.Name»

State nature of authority (eg. director, attorney under power of attorney) «Purchaser1.Signer1.Position»
«Purchaser1.Signer2.Position»

State nature of authority (eg. director, attorney under power of attorney) «Purchaser2.Signer1.Position»
«Purchaser2.Signer2.Position»

Dated

Dated

Print name of person signing «Purchaser3.Signer1.Name»

Print name of person signing «Purchaser4.Signer1.Name»

State nature of authority (eg. director, attorney under power of attorney) «Purchaser3.Signer1.Position»
«Purchaser3.Signer2.Position»

State nature of authority (eg. director, attorney under power of attorney) «Purchaser4.Signer1.Position»
«Purchaser4.Signer2.Position»

SIGNED BY THE VENDOR

Dated

Sayers Road Holdings Pty Ltd ACN 642 534 567

Print name of person signing: «Vendor1.Signer1.Name»

State nature of authority (eg. director, attorney under power of attorney): «Vendor1.Signer1.Position»

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

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

OFF-THE-PLAN SALES

Section 9AA(1A), Sale of Land Act 1962

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

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

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

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

VENDOR

Name: **SAYERS ROAD HOLDINGS PTY LTD ACN 642 534 567**
Address: **Level 1, 6 Riverside Quay, Southbank VIC 3006**

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: **ROBERTSON HYETTS**
Address: **386 Hargreaves Street , Bendigo 3550**
DX: **DX 55009 Bendigo**
Email: **janelle.brown@robertsonhyetts.com.au**
Phone: **03 5434 6666** Mob: Fax: **03 5434 6667** Ref: **JMB-611671-2**

PURCHASER

Name: **«PURCHASERS»**
Address: **«Purchaser1.Address»**
Email: **«Purchaser1.Email»**

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name: **«PURCHASERSOLICITORNAME»**
Address: **«PurchaserSolicitorAddress»**
Email: **«PurchaserSolicitorEmail»**
Phone: **«PurchaserSolicitor Phone»** Mob: Fax: **«PurchaserSolicitor orFax»** Ref: **«PurchaserSolicitorRefere nce»**

LAND (general conditions 3 and 9)

The land is:
described below:

Certificate of Title Reference Part	being lot	on plan	
Volume 12239	Folio 715	«LotNumber»	PS841640K

The land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is: **Lot «LotNumber» «StreetName», Alamora, Tarneit 3029**

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

Nil

PAYMENT (general condition 11)

Price \$ **«PurchasePrice»**
Deposit \$ **«Deposit»** by «depositdate» (of which \$«DepositPaid» has been paid)
Balance \$ **«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 «DaysfromRegistration» days after the vendor gives notice in writing to the purchaser of registration of the Plan.

LEASE (general condition 1.1)

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

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

TERMS CONTRACT (general condition 23)

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

LOAN (general condition 14)

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

Lender: «Lendername»

Loan Amount: \$«Loanamount» Approval Date: «Approvaldate»

SPECIAL CONDITIONS

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

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

SCHEDULE 1

FIRB APPROVAL REQUIRED? (Special Condition 29)

Yes

No

Passport number or drivers licence number

«AUSpass»«Licence»

Copy of passport or drivers licence provided?

No

PLATINUM CLUB REBATE AVAILABLE? (Special Condition 37)

Yes

No

SPECIAL CONDITIONS

1. Definitions and Interpretation

In this contract unless otherwise indicated by the context or subject matter:

1.1 Definitions

Adjustment Date means the «AdjustmentDate»;

Alamora Design Guidelines means the guidelines prepared by the vendor setting out the requirements for development on the Land attached as Annexure D and any revised guidelines as amended from time to time a copy of which can be obtained from the website <https://villawoodproperties.com.au/community/alamora/>.

Business day means any day (except a Saturday or Sunday) on which banks are open for business in Melbourne;

Council means the Wyndham City Council;

Design Assessment Panel means the panel formed by the vendor to oversee the implementation of the Alamora Design Guidelines initially comprising at least one architect member and a representative of the vendor appointed by the vendor;

Day of Sale means the date by which both parties have signed this contract.

Development means the proposed development of 1071 Sayers Road, Tarneit being Lot S on Plan of Subdivision 822740Y and Lot B on Plan of Subdivision 735353R more particularly described in certificates of title volume 12239 folio 715 and volume 11863 folio 169 respectively into residential lots known as Alamora in part in accordance with the development plan in Annexure C as amended from time to time;

Driveway crossover means that section of the driveway from the roadside kerb to the boundary of the Land;

Electronic signature means a digital signature or a visual representative of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means and **electronically signed** has a corresponding meaning.

Engineering plan means the plan setting out where applicable the:

- (a) roads and kerb and channel;
- (b) driveway crossover;
- (c) stormwater;
- (d) water supply;
- (e) sewerage;
- (f) gas;
- (g) electricity;
- (h) telecommunications; and
- (i) works affecting the natural surface level of the Land.

FIRB means Foreign Investment Review Board;

FIRB Act means under the **Foreign Acquisitions and Takeovers Act 1975**;

GST Law has the meaning given to that expression in the **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**.

GST Withholding Amount means the amount that the purchaser is required to withhold on account of GST from the consideration payable for the supply of the Land under this contract and pay to the Commissioner as notified by the vendor in the GST Withholding Notice and pursuant to Schedule 1 of the TA Act;

GST Withholding Notice means any notification required to be made by the vendor under section 14-255 of Schedule 1 to the TA Act which states whether or not the purchaser is required to make a payment of a GST Withholding Amount;

Interest for the purposes of special condition 7.2 means all interest which has accrued in respect of the interest bearing trust account referred to in special condition 7.1 less all duties payable in respect of such account;

Keys means any keys, security devices and codes applicable to the Property;

Memorandum of Common Provisions means the memorandum of common provisions attached to the Vendor statement;

Outgoings means all rates, taxes, assessments, land tax, levies or other outgoings which are or may be payable in respect of the Land;

Owners Corporation Rules means the rules prepared by the vendor and adopted by the owners corporation as amended from time to time a copy of which is attached as Annexure G.

Permit Approval Date means the date that is 12 months after the Day of Sale;

Personal Information has the meaning given to it in the Privacy Act;

Plan means plan of subdivision PS841640V Stage «Stage»;

Planning Permit means one or more planning permits issued by the Council for the residential subdivision of the Development;

Planning Restriction means any restriction on the use or development of the Land under any planning scheme, statute, regulation, local law or permit condition or imposed by any authority empowered to control the use of the Land;

Planning Scheme means the Melton City Council Planning Scheme;

Potential Residential Land has the meaning given to that term in the **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**;

Privacy Act means the **Privacy Act 1988 (Cth)** and any ancillary rules or regulations and any amendment or replacement and the Australian Privacy Principles;

Purchaser's Rights means:

- (a) claiming compensation;
- (b) rescinding or purporting to rescind;
- (c) calling on the vendor to amend title or bear the costs of doing so;
- (d) seeking a reduction in the Price;
- (e) retaining part or the whole of the Price;
- (f) avoiding obligations

under this contract;

Restriction means the restriction incorporating the Memorandum of Common Provisions and building envelopes and the building envelope profiles (if any) created on registration of the Plan;

Section 173 Agreement means any agreement between the vendor and the Council or any other party under section 173 of the **Planning and Environment Act 1987** required to be entered into pursuant to a Planning Permit;

Service connection fees means any fees and levies imposed by the service provider to connect any of the following services to the Land:

- (a) Water supply;
- (b) Sewerage;
- (c) Gas;
- (d) Electricity; and
- (e) Telecommunications;

Settlement date means the date on which the purchaser pays the balance of the purchaser price and the vendor does all things necessary for the purchaser to become the registered proprietor of the land and gives vacant possession of the land;

Sunset date means the date that is thirty-six (36) months after the Day of Sale;

Supplementary rates and taxes means any Outgoings levied against the Land following the registration of the Plan.

TA Act means the Taxation Administration Act 1953 (Cth);

Telecommunications means the carriage of communications by means of guided and/or unguided electromagnetic energy;

Universal Service Obligation means the service requirements set out in the Telecommunications Universal Service Obligation (Standard Telephone Service—Requirements and Circumstances) Determination (No.1) 2011.

Vendor Statement means the statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962**.

Workspace means the electronic workspace created for the settlement of the sale under the Electronic Conveyancing National Law.

1.2 Interpretation

In this contract, unless the context requires otherwise:

- 1.2.1 The singular includes the plural and the plural includes the singular;
- 1.2.2 A reference to a gender includes a reference to each other gender;
- 1.2.3 Words (including defined expressions) denoting persons will be deemed to include all trusts, bodies and associations, corporate or unincorporated, and vice versa;
- 1.2.4 A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law;
- 1.2.5 If a party consists of more than one person this contract binds them jointly and each of them severally;
- 1.2.6 A reference to the parties will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be;
- 1.2.7 A reference to a statute includes:
 - A any subordinate instruments made under that statute;
 - B any statutes amending, consolidating or replacing that statute;
- 1.2.8 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this contract;
- 1.2.9 Where a word or phrase is given a definite meaning in this contract, a part of speech or other grammatical form for that word or phrase has a corresponding meaning;
- 1.2.10 Any covenant, obligation or undertaking of the purchaser under this contract, will take effect as separate and several covenants;
- 1.2.11 A reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time;

2. Electronic Signature

- 2.1 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 2.2 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 2.3 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 2.4 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 2.5 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with this request does not affect the validity of this contract.

3. Electronic Conveyancing

- 3.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the **Electronic Conveyancing National Law**. This special condition 3 has priority over any other provision to the extent of any inconsistency.
- 3.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 3 ceases to apply from when such a notice is given.

- 3.3 Each party must:
 - 3.3.1 Be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - 3.3.2 Ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - 3.3.3 Conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 3.4 The vendor must open the Workspace as soon as reasonably practicable. The inclusion of a specific date for settlement in a Workspace is not of itself a promise to settle on that date. The Workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 3.5 The vendor must nominate a time of the day for locking the Workspace at least 7 days before the due date for settlement.
- 3.6 Settlement occurs when the Workspace records that:
 - 3.6.1 The exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - 3.6.2 If there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 3.7 The parties must do everything reasonably necessary to effect settlement:
 - 3.7.1 Electronically on the next business day, or
 - 3.7.2 At the option of either party, otherwise than electronically as soon as possible -
if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 3.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 3.9 The vendor must before settlement:
 - 3.9.1 Deliver any Keys to the estate agent named in the contract,
 - 3.9.2 Direct the estate agent to give the Keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
 - 3.9.3 Deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any Keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and Keys at the vendor's address set out in the contract, and
 - 3.9.4 Give, or direct its subscriber to give, all those documents and items and any such Keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.
- 3.10 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.

4. Digital Duties Form

- 4.1 To ensure that the digital duties form is completed and signed in time for settlement, the purchaser must:
 - 4.1.1 Populate the digital duties form with all the information which a purchaser must provide to the State Revenue Office (Transferee Information); and
 - 4.1.2 Accept and or sign the digital duties form,
in each instance, within 5 business days of receiving advice that the statement of compliance has issued or receiving an online invitation to do so whichever is the later.
- 4.2 If the purchaser fails to comply with special condition 4.1 the purchaser is in default under the contract.

- 4.3 In addition to the vendors rights described elsewhere in this contract, if the purchaser breaches the purchaser's obligations under special condition 4.1 and as a consequence settlement is delayed:
- 4.3.1 The vendor may extend the due date of settlement by the same number of days in which the purchaser delays populating, or accepting and/or signing the digital duties form; and
- 4.3.2 The purchaser is taken to have defaulted in payment of the balance of the price and must, at settlement, pay interest pursuant to general condition 26 to the vendor from the due date for settlement until the settlement date.
- 4.4 The purchaser confirms and agrees that upon the digital duties form being populated with the Transferee Information and signed by the vendor the purchaser must not amend any of the Transferee Information without the written consent of the vendor.

5. Amendments to General Conditions

- 5.1 General conditions 5, 9, 15, 18, 20, 24.2 and 24.4 to 24.6 do not apply to this contract.
- 5.2 General Condition 6 is deleted and replaced with the following:
- 6.1 If a party has given notice that settlement and lodgement can no longer be conducted electronically the transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 business days before settlement.
- 6.2 The vendor may delay settlement until 10 business days after the purchaser delivers the transfer of land document to the vendor. If settlement is delayed under this general condition the purchaser must pay the vendor:
- 6.2.1 Interest from the due date for settlement until the date on which settlement occurs or 10 business days after the vendor receives the transfer of land, whichever is the earlier; and
- 6.2.2 Any reasonable costs incurred by the vendor as a result of the delay, as though the purchaser was in default.
- 6.3 The delivery of the transfer of land document is not acceptance of title.
- 6.4 The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document before settlement.
- 5.3 General condition 11 is replaced with the following:
- 11. Payment**
- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; or
- (b) by **bank** cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 11.5 At settlement, the purchaser must pay the fees on up to **five** cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 5.4 General condition 12.4 is added:
- 12.4 Where the purchaser is deemed by section 27(7) of the **Sale of Land Act 1962** to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 5.5 General condition 13.3 is replaced with the following:
- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)),
- the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.
- 5.6 General condition 15A is added:
- 15A. Foreign Resident Capital Gains Withholding**
- 15A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** have the same meaning in this general condition unless the context requires otherwise.
- 15A.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220(1) of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**. The specified period in the clearance certificate must include the actual date of settlement.
- 15A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 15A.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15A.5 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 15A.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in the contract to the contrary.
- 15A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** must be given to the purchaser at least 5 business days before the due date for settlement.
- 15A.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.
- 5.7 General condition 17 is replaced with the following:
- 17. Service**
- 17.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 17.2 A document being a cooling off notice under section 31 of the **Sale of Land Act 1962** or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 17.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 17.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) facsimile transmission is taken to have been served on the date of transmission, unless proved otherwise;
 - (e) email is taken to have been served at the time of receipt within the meaning of section 13A of the **Electronic Transactions (Victoria) Act 2000**.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.
- 5.8 General condition 21 is replaced with the following:
- 21. Notices**
- 21.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 21.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 21.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.
- 5.9 General condition 28.1 is amended by adding the words “on a solicitor-client basis” after the word “costs”.
- 5.10 General condition 28.4(a) is deleted and replaced with the following:
- (a) then an amount equal to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether this amount has been paid or not; and

6. GST Withholding

- 6.1 Interpretation
- Unless expressly stated otherwise or unless the contrary intention appears, words or expressions which are not defined, but which have a defined meaning in GST Law, have the same meaning as in the GST Law.
- 6.2 Potential Residential Land
- If the supply under this contract is of Potential Residential Land, and the purchaser is:
- 6.2.1 Registered for GST; and
 - 6.2.2 Acquiring the Potential Residential Land for a creditable purpose,
- the purchaser must provide the vendor with a statement to that effect by no later than 15 days before settlement and if such a statement is provided the purchaser will not be required to make a payment of the GST Withholding Amount pursuant to clause 6.3.
- 6.3 GST Withholding
- 6.3.1 If the supply under this contract is a supply by way of sale or long-term lease of residential premises or Potential Residential Land, then the vendor must provide the purchaser with a GST Withholding Notice under this contract or otherwise in a form that complies with the law by no later than 10 days before settlement. However, no withholding is required if the supply under this contract is:
- A a supply of new residential premises that has been created through substantial renovations of a building;
 - B a supply of commercial residential premises;
 - C a supply of Potential Residential Land that is not included in a property subdivision plan or which contains a building in use for a commercial purpose; or
 - D the purchaser has provided a statement to the vendor in accordance with clause 6.2.
- 6.3.2 If under Schedule 1 of the TA Act, a GST Withholding Amount is required to be paid in respect of the supply of the property under this contract:

- A the purchaser or its agent must complete and lodge any and all relevant forms or notifications required by the Commissioner or other relevant Authority and provide evidence of having done so to the vendor by no later than 5 days before settlement.
 - B the purchaser or its agent must provide the vendor with all relevant identification or reference numbers issued by the Commissioner upon lodgement of the relevant forms or notifications by no later than 3 days before settlement; and
 - C the purchaser must pay the GST Withholding Amount to the Commissioner from the balance of the purchase price payable to the vendor at settlement in accordance with this clause 6.3.
- 6.3.3 The vendor acknowledges and agrees that the vendor will not be entitled to delay settlement or refuse to complete if the purchaser has made payment of the GST Withholding Amount in compliance with this clause 6.3.
- 6.3.4 If clause 6.3.2 applies then, unless otherwise directed by the vendor, and subject to clause 6.3:
- A the purchaser must at settlement, provide the vendor with a bank cheque drawn in favour of the Commissioner of Taxation for the GST Withholding Amount;
 - B any bank cheque provided to the vendor by the purchaser pursuant to clause 6.3.4A must not be post-dated, stale or dishonoured on presentation; and
 - C the vendor undertakes to provide the bank cheque to the Commissioner together with the relevant identification number provided to it by the purchaser in accordance with clause 6.3.2B.
- 6.3.5 Clause 6.3.4 does not apply where settlement occurs electronically in accordance with the Electronic Conveyancing National Law and the GST Withholding Amount is paid to the Commissioner through that facility.
- 6.3.6 If payment of the GST Withholding Amount does not occur in accordance with either clause 6.3.4 or clause 6.3.5 then the vendor may delay settlement until the day on which:
- A payment of the GST Withholding Amount to the Commissioner has occurred; or
 - B the vendor receives the entire purchase price.
- 6.3.7 The purchaser indemnifies the vendor, against all loss that may be incurred by the vendor arising from or in connection with a breach by the purchaser of clause 6.3 or any breach of the purchaser's obligations under Subdivision 14-E of Schedule 1 to the TA Act.
- 6.3.8 The parties agree to co-operate with each other and take all reasonable steps to comply with their respective obligations under Subdivision 14-E of Schedule 1 to the TA Act including, without limitation:
- A provision of any information reasonably requested by the other party for the purposes of determining whether a GST Withholding Amount will be payable or for completing any form or making any notification to the Commissioner; and
 - B making any necessary additions or amendments to this contract to address any requirement under the GST Law or TA Act.
- 6.3.9 If the purchaser has not received a GST Withholding Notice from the vendor within the timeframe stipulated in clause 6.3.1, and if the purchaser subsequently intends to withhold a GST Withholding Amount in respect of the supply of the property under this contract, then without limiting the purchaser's obligations under clause 6.3.2A and 6.3.2B, the purchaser must notify the vendor in writing of its intention to withhold a GST Withholding Amount and the reasons for this intention by no later than 5 days before settlement.

7. Deposit

- 7.1 Deposit monies payable under this contract will be:
- 7.1.1 Paid into an interest bearing trust account by the vendor's solicitor on trust for the purchaser until registration of the plan of subdivision; or
 - 7.1.2 Paid into the vendor's solicitor's or vendor's agent's trust account on trust for the purchaser until registration of the plan of subdivision.

- 7.2 The vendor and the purchaser agree that if the deposit is invested in an interest bearing account, any interest which accrues on the deposit money will be paid to the party entitled to the deposit on the date on which the deposit money is released to that party.
- 7.3 Upon registration of the Plan the deposit monies will be held or invested by the vendor's solicitor or the vendor's agent upon the terms set out in this special condition as stakeholder for the parties and will be held or released pursuant to the provisions of the **Sale of Land Act 1962** as amended.

8. **Loan approval**

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

9. **Contract Conditional upon Registration of Plan (Sunset Clause)**

- 9.1 This contract is conditional upon the Plan being registered by the Registrar of Titles by the Sunset Date.
- 9.2 The vendor at its own expense and with all reasonable expedition will use its best endeavours to procure registration of the Plan by the Registrar within the above period.
- 9.3 If the Plan is not registered within the above period, then:
 - 9.3.1 The purchaser will have the right, prior to the Plan being registered, to rescind this contract by giving notice in writing to that effect to the vendor;
 - 9.3.2 The vendor will have the right, prior to the Plan being registered, to rescind this contract by giving notice in writing to that effect to the purchaser subject to the vendor satisfying the requirements of section 10B of the Sale of Land Act 1962.
 - 9.3.3 After the service of a notice under special condition 9.3.1, all monies paid under this contract by the purchaser will be refunded to the purchaser; and
 - 9.3.4 After the refund of all monies pursuant to special condition 9.3.1, neither party will have any action, right, claim or demand against the other under this contract or arising from or out of the rescission of this contract or the failure of the vendor to procure the registration of the Plan.
- 9.4 Statement under section 10F of the Sale of Land Act
 - 9.4.1 The vendor is required to give notice of a proposed rescission of the contract under the Sunset Clause;
 - 9.4.2 The purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent;
 - 9.4.3 The vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract; and
 - 9.4.4 The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

10. **Amendments to Plan**

- 10.1 The vendor may make any minor amendments to the Plan:
 - 10.1.1 As it may determine in its absolute discretion; or
 - 10.1.2 As may be required by the Registrar of Titles as a condition of registering the Plan; or
 - 10.1.3 As may be necessary to create easements for the reticulation of recycled and potable water, sewerage, drainage or data transmission cables.
- 10.2 Section 10(1) of the **Sale of Land Act 1962** does not apply in respect of the final location of an easement shown on a certified plan.
- 10.3 The purchaser will:
 - 10.3.1 Accept the Land on the Plan as ultimately registered notwithstanding that there may be minor variations or discrepancies between the Lot sold under this contract and the Lot on the registered Plan; and

10.3.2 Make no objection, requisition or claim any compensation in respect of any minor variation or discrepancy between the dimensions and position of the Lot sold under this contract on the Plan and the Lot on the registered Plan, any alleged misdescription of the Land or any renumbering of stages or Lots on the Plan.

10.4 Special condition 10.3 is subject to the vendor notifying the purchaser in writing as soon as practicable of any proposed amendment to the Plan requested by the Registrar of Titles or by the vendor.

10.5 Where a purchaser claims that any proposed amendment to the Plan materially affects the Land and purports to rescind this contract, the vendor may, within 14 days of receiving the notice of rescission from the purchaser (which will be served on the vendor by the purchaser no later than 14 days after the date upon which the vendor has advised the purchaser of an amendment to the Plan) dispute that any proposed amendment materially affects the Land and refer the dispute to an arbitrator for determination in accordance with the provisions of section 14B of the **Sale of Land Act 1962**.

11. Parties to do all things necessary to obtain Registration of the Plan

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

12. Planning Restrictions

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

13. Purchaser acknowledges Restrictions

The purchaser acknowledges that the Plan contains Restrictions which requires:

13.1 any building to be built in accordance with the restrictions contained in the Memorandum of Common Provisions which among other things requires that any building constructed on the land must be contained within the building envelopes shown on the plan; and

13.2 any building on a lot of less than 300 square metres to be constructed in accordance with the Small Lot Housing Code unless a planning permit for the building has been obtained from the Wyndham City Council.

14. Memorandum of Common Provisions

14.1 It is the vendor's intention that a memorandum of common provisions substantially in the form of the Memorandum of Common Provisions will be registered on the titles of all the lots in the stage upon registration of the Plan. However, despite that, the:

14.1.1 Purchaser acknowledges that:

A without limiting any other provision of this contract, the vendor may amend the Memorandum of Common Provisions to comply with any requirements or recommendations of any relevant authority;

B The memorandum of common provisions applicable to the other stages within the Development may not be in the form of the Memorandum of Common Provisions; and

14.1.2 The vendor does not warrant that a memorandum of common provisions in the form of the Memorandum of Common Provisions will be included in any contract for the sale of any other lots in the Development or any other land owned by the vendor.

14.2 The purchaser acknowledges that the vendor may change the Memorandum of Common Provisions.

14.3 The purchaser covenants and agrees with the vendor that it will observe and comply with the terms of the Memorandum of Common Provisions.

14.4 The vendor will not be liable to the purchaser in respect of any buildings to be constructed on other lots in the Development or the stage or any failure by the vendor to enforce any terms of the Memorandum of Common Provisions.

15. Caveat / Priority Notice

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

16. Disclosure of Works

- 16.1 The vendor may undertake works affecting the natural surface level of the land in the Lot or any land abutting the Lot in the same subdivision as the Lot by cutting, excavating, grading, levelling, placing fill or placing soil on the land, removing soil from the land or by carrying out any other works on the land; and
- 16.2 Works that have been carried out on the land after the certification of the Plan and before the Day of Sale or are at the Day of Sale being carried out or proposed to be carried out are set out in the Engineering plan or fill plan provided to the purchaser in the Vendor statement. If no Engineering plan or fill plan is in the Vendor statement the vendor will provide to the purchaser an Engineering plan or fill plan as soon as practicable after the Engineering plan or fill plan becomes available. The purchaser consents to a copy of the Engineering plan or fill plan and any amendments or variations to the Engineering plan or fill plan being provided to the purchaser via the website <http://villawoodproperties.com.au/community/alamora/>.

17. Site conditions

- 17.1 The purchaser acknowledges that the extent of fill or locations of services may change as a result of authority or engineering requirements. The purchaser should ensure at the time of designing their home that they undertake their own independent enquiries to confirm the actual soil conditions and locations of services for the Lot.
- 17.2 The purchaser acknowledges that the purchaser must not make any objection or requisition or exercise any of the Purchaser's Rights because of any alleged discrepancy between the figures shown in any Engineering plan or fill plan provided to the purchaser and the actual measurements of works on the Lot.

18. Design Guidelines

- 18.1 In assessing plans submitted by the purchaser pursuant to the restrictions contained within the Plan the vendor's delegated Design Assessment Panel may have regard to the Alamora Design Guidelines.
- 18.2 The purchaser acknowledges having read the Alamora Design Guidelines and admits that the Land is sold subject to the provisions of the Alamora Design Guidelines.
- 18.3 The purchaser must not do anything which contravenes the Alamora Design Guidelines (as amended from time to time) without having first obtained the written consent of the vendor's delegated Design Assessment Panel.
- 18.4 The purchaser acknowledges that the vendor is authorised to amend the Alamora Design Guidelines both before and after the Settlement Date provided that the amendments are consistent with the overall objectives of the Development. A copy of the current version of the design guidelines can be found at <http://villawoodproperties.com.au/community/alamora/>.
- 18.5 The purchaser irrevocably consents to the vendor exercising the rights contained in special condition 18.4 and acknowledges that the purchaser must not make any requisition, objection, delay settlement or exercise any of the Purchaser's Rights because the vendor exercises any of those rights.
- 18.6 The purchaser hereby authorises the vendor or its agent to enter upon and have access over the Land at any time for the purpose of rectifying any breach of this special condition and the purchaser shall pay the vendor's reasonable costs in doing so. Entry upon the Land in accordance with this special condition does not constitute trespass and the purchaser must not make any claim against the vendor arising from such entry or access.

19. Alamora Development

- 19.1 The purchaser acknowledges that the Land forms part of the overall Development known as Alamora. The land shown in the development plan in Annexure C forms part of the Development.

This plan is indicative only and is subject to change without notice during the further planning of the Development and Council and authority approval. The vendor cannot guarantee that the land use will be as indicated on the plan until Council approval is obtained. The purchaser should undertake their own independent enquiries to satisfy themselves as to all aspects of the Development before purchasing the property.

- 19.2 The purchaser covenants that it will not directly or indirectly:
 - 19.2.1 Hinder, delay or prevent the Development and its construction by the vendor;
 - 19.2.2 Hinder, delay or prevent the marketing activities of the vendor;
 - 19.2.3 Hinder or object to any application for any approval made by or on behalf of the vendor in relation to the Development; or
 - 19.2.4 Do anything which, in the vendor's opinion may curtail, inhibit or interfere with or which may affect the Development or the Plan generally.
- 19.3 The purchaser indemnifies and will keep indemnified the vendor against all claims, loss, damage and costs which the vendor may suffer in respect of any breach of special condition 19.2.
- 19.4 The purchaser:
 - 19.4.1 Authorises the vendor to negotiate the terms of and enter into any Section 173 Agreement and any other agreement that may be required to be entered into with a relevant authority pursuant to a Planning Permit or any other permit issued for the Development without reference to the purchaser;
 - 19.4.2 Authorises the vendor to amend any Section 173 Agreement and any other agreement entered into with a relevant authority;
 - 19.4.3 Must not make any requisition or object, delay settlement or exercise any of the Purchaser's Rights in relation to any act, matter or thing contained in or required by any Section 173 Agreement;
 - 19.4.4 If required by the vendor, must do, and must procure its representative and mortgagee to do, all acts, matters and things, including executing all consents, orders and applications, necessary in order to have any Section 173 Agreement registered by Land Use Victoria;
 - 19.4.5 Acknowledges that entry into any Section 173 Agreement will not constitute a defect in the vendor's title; and
 - 19.4.6 Acknowledges that any condition of a Section 173 Agreement which is not capable of being satisfied before registration of the Plan and which continues after the Settlement Date will become the responsibility of the purchaser so far as that condition relates to or affects the Land and the purchaser will indemnify and keep indemnified the vendor against any loss, or claim or liability arising from any breach of or non – compliance with any such condition by the purchaser on and after the Settlement Date.
- 19.5 The purchaser acknowledges that the vendor may install infrastructure including data transmission cables for the supply of telecommunications services which require an agreement to be entered into by the purchaser with a private supplier for the use of the data transmission cable.
- 19.6 The purchaser must:
 - 19.6.1 commence construction of the dwelling house within eighteen months of the Settlement Date;
 - 19.6.2 complete construction of the dwelling house within twelve months of the commencement of the construction which shall be deemed to be the date of the issue of the Building Permit;
 - 19.6.3 not leave the building works incomplete for more than three months without work being carried out;
 - 19.6.4 complete the construction of a driveway within one month of the issuing of an Occupancy Permit on the Land;
 - 19.6.5 install widow furnishings within one month of the issuing of an Occupancy Permit on the Land;
 - 19.6.6 submit landscape plans which provide for a high standard of presentation and are in conformity with the Alamora Design Guidelines to the vendor or its delegated Design Assessment Panel for approval before the commencement of any landscaping works;

- 19.6.7 complete landscaping to the front of any dwelling house and the nature strip in accordance with the approved landscape plans within three months of the issuing of an Occupancy Permit on the Land.
- 19.7 The purchaser must not allow any rubbish including site excavations and building materials to accumulate on the Land (unless neatly stored in a suitable sized industrial bin or skip) or allow excessive growth of grass or weeds upon the Land. The vendor or its agent may enter upon and have access over the Land at any time for the purpose of removal of any rubbish, grass or weeds that accumulate in breach of this special condition and the purchaser must pay the vendor's reasonable costs in doing so.
- 19.8 The purchaser must not erect or cause to be erected or allow to be erected or allow to remain or display cause to be displayed or allow to be displayed any sign, hoarding or advertising of any description whatsoever on the Land unless authorised by this contract, the Alamora Design Guidelines or the vendor or its delegated Design Assessment Panel. The vendor or its agent may enter upon and have access over the Land at any time for the purpose of removing any sign, hoarding or advertising erected or displayed in breach of this special condition and the purchaser must pay the vendor's reasonable costs in doing so.
- 19.9 The purchaser agrees and acknowledges that it will not hinder, object, obstruct or make any claim against the vendor or exercise any of the Purchaser's Rights in relation to the exercise by the vendor of any of the rights contained in this special condition 19.

20. Club Alamora

- 20.1 For the purposes of this special condition 20, special condition 21 and special condition 22:
- 20.1.1 **Club Alamora Limited** means a company limited by guarantee incorporated or to be incorporated by or on behalf of the vendor in accordance with the terms of the Constitution;
- 20.1.2 **Constitution** means the constitution of Club Alamora Limited, a copy of which is included as Annexure E to this Contract;
- 20.1.3 **Facilities** means the facilities constructed or to be constructed on that part of the land formerly described in certificate of title volume 12239 folio 715 which the Company leases or in the future leases and includes the Residents' Clubhouse;
- 20.1.4 **Lease** means a lease to be entered into in respect of the Facilities, a draft of which is included in the Vendor Statement attached to this Contract;
- 20.1.5 **Owners Corporation** means Owners Corporation No. 1 PS841640V;
- 20.1.6 **Residents' Clubhouse** means that part of the land formerly described in certificate of title volume 12239 folio 715 which the Company leases or in future leases and which is used or to be used as a recreational clubhouse incorporating a gymnasium, resort style play pool, three lane outdoor lap pool, function room and parent's lounge, together with all improvements located on that land; and
- 20.1.7 **Retail Facilities** means the proposed café and any ancillary car parking to be constructed by or on behalf of the vendor on part of the Development, which may be in the same building as the Facilities.
- 20.2 The purchaser acknowledges and agrees that:
- 20.2.1 subject to special conditions 20.5.4 and 20.5.5, the vendor will arrange for the construction of the Facilities;
- 20.2.2 construction of the Facilities may not be completed before the Settlement Date; and
- 20.2.3 the land on which the Facilities are constructed will:
- A be the subject of the Lease, subject to any rights of surrender of the landlord under the Lease; and
- B with the exception of any land surrendered under the Lease, become common property on registration of a later stage or stages of Plan of Subdivision 841640V.
- 20.3 In accordance with the terms of the Lease, the vendor will (or will procure the Owners Corporation to) secure for the purchaser the right (but not the obligation) to become a member of Club Alamora Limited and to use those parts of the Facilities which are the subject of the Lease from time to time, subject to:

- 20.3.1 payment of annual fees referred to in the Lease, which will form part of Owners Corporation fees:
 - A payable by the purchaser regardless of whether or not the purchaser becomes a member of Club Alamora Limited and uses the Facilities; and
 - B which the vendor expects will initially be approximately \$1,200 plus GST per annum for the Land; and
- 20.3.2 the terms of the Constitution.
- 20.4 The purchaser acknowledges and agrees that:
 - 20.4.1 the vendor intends to grant, and/or to procure the grant of, the Lease to Club Alamora Limited in consideration for Club Alamora Limited agreeing to:
 - A maintain, or procure maintenance of the Facilities on common property to be created on Plan of Subdivision 841640V; and
 - B make membership of Club Alamora Limited available to owners and residents of lots, and owners, officers and employees of businesses, within parts of the Development to enable them to use the Facilities;
 - 20.4.2 the annual fees referred to in the Lease payable by the landlord represent a contribution towards the cost of maintaining and making the Facilities on common property to be created on Plan of Subdivision 841640V available to the purchaser;
 - 20.4.3 in order to minimise the annual fees payable under the Lease and to ensure that owners of other lots in the Development which are not created on Plan of Subdivision 841640V (if any) may use and contribute to the cost of maintaining the Facilities on common property created on Plan of Subdivision 841640V (thereby minimising Owners Corporation fees payable by the purchaser), the vendor may procure that any other owners corporation created upon registration of a plan or plans of subdivision of land within the Development enters into an agreement with Club Alamora Limited in the form or to the effect of the Residents' Club Agreement annexed as Annexure F to this contract.
- 20.5 The purchaser further acknowledges and agrees that:
 - 20.5.1 the Constitution may be amended from time to time provided that the amendments are consistent with the overall objectives of the Constitution;
 - 20.5.2 the Lease may be amended by or at the request of the vendor (acting reasonably) from time to time provided that the amendments are consistent with the overall objectives of the Lease, including to allow access to any user of the Retail Facilities to amenities or car parking within the Facilities;
 - 20.5.3 the Residents' Club Agreement annexed as Annexure F to this contract may be amended by or at the request of the vendor (acting reasonably) from time to time provided that the amendments are consistent with the overall objectives described in special condition 20.4.3;
 - 20.5.4 the vendor may, but is not obliged, to:
 - A provide and/or install fixtures, fittings and equipment necessary for the operation and management of the Facilities, including but not limited to gymnasium equipment and furniture;
 - B incorporate energy efficiency measures into the design and construction of the Facilities;
 - 20.5.5 if the vendor provides any items referred to in special condition 20.5.4, it may be on the basis that the cost of such items are treated as a loan to Club Alamora Limited which is repayable to the vendor;
 - 20.5.6 the vendor anticipates that the fee referred to in special condition 20.3.1B will be inclusive of any purchaser contribution required towards repayment of any loan made by the vendor in accordance with special condition 20.5.5; and
 - 20.5.7 the vendor or Club Alamora Limited may enter into negotiations with one or more parties with a view to one or more of those parties taking over management of the Facilities.
- 20.6 The purchaser irrevocably consents to the vendor and/or the Owners Corporation exercising the rights contained in this special condition 20 and acknowledges that the purchaser may not make

any requisition, objection, delay settlement or exercise any Purchaser's Rights because the vendor exercises any of those rights.

21. Retail Facilities

21.1 The purchaser acknowledges and agrees that:

21.1.1 the vendor may arrange for the construction of the Retail Facilities;

21.1.2 construction of the Retail Facilities may not be completed before the Settlement Date;

21.1.3 the land on which the Retail Facilities are constructed:

A may be the subject of a lease to Club Alamora Limited;

B may be the subject of a sublease(s) from Club Alamora Limited to a third party operator(s) of the Retail Facilities; and

C will not become common property on registration of Plan of Subdivision 841640V or any later stage or stages of Plan of Subdivision 841640V;

21.1.4 the purchaser will not, by virtue of it becoming a member of the Owners Corporation, have an entitlement to use the Retail Facilities;

21.1.5 the purchaser may not, by virtue of it becoming a member of Club Alamora Limited, have an entitlement to use the Retail Facilities; and

21.1.6 any owner(s) or operator(s) of the Retail Facilities may impose charges for use of the Retail Facilities in its or their discretion, without recourse to, or approval from, the vendor, the Owners Corporation or Club Alamora Limited.

22. Owners Corporation

22.1 The purchaser acknowledges that the purchaser (and/or subject to special condition 36 any substitute or additional purchaser nominated by the purchaser) will become a member of the Owners Corporation by becoming the registered proprietor of a lot on Plan of Subdivision 841640V.

22.2 The purchaser admits that the Land is sold subject to the provisions of the *Subdivision Act 1988* (Vic) and the **Owners Corporation Act 2006** (Vic), and in particular, subject to:

22.2.1 the Owners Corporation Rules and the Alamora Design Guidelines;

22.2.2 the lot entitlement and lot liability and all other information set out in Plan of Subdivision 841640V; and

22.2.3 the provisions of the **Owners Corporations Regulations 2018** (Vic) as amended from time to time (**Regulations**).

22.3 The purchaser acknowledges that the vendor and/or the Owners Corporation:

22.3.1 has the power to amend the Owners Corporation Rules and the Alamora Design Guidelines both before and after the Settlement Date provided that the amendments are consistent with the overall objectives of the Owners Corporation Rules;

22.3.2 may alter Plan of Subdivision 841640V in accordance with the **Subdivision Act 1988** (Vic);

22.3.3 may alter the Development to increase the land affected by the Owners Corporation and/or to increase or reduce the number of lots affected by the Owners Corporation and pass any unanimous or other resolution of the Owners Corporation at a time when the vendor controls the Owners Corporation to do one or more of these things and to sign all documents, applications, consents, instruments and writings and do all acts, matters and things that may be necessary or desirable to obtain registration of a plan under section 32 of the **Subdivision Act 1988** (Vic) and give full effect to anything referred to in this special condition;

22.3.4 may determine the Owners Corporation fees or levies payable by the members of the Owners Corporation;

22.3.5 may enter into agreements for the supply of electricity, water, telecommunications and other services to the Development;

22.3.6 may appoint a licensed owners corporation manager to manage and administer the common property;

- 22.3.7 may pass a special resolution in accordance with section 12 of the *Owners Corporation Act 2006* (Vic) at its inaugural meeting to provide services to lot owners or occupiers and to enter into agreements for the provision of those services;
- 22.3.8 may enter into any other contract, agreement or licence referred to in or authorised by, this contract or the Owners Corporation Rules, or which in the opinion of vendor, is desirable for the operation, management and administration of the Owners Corporation on terms and conditions acceptable to the vendor.
- 22.4 The purchaser covenants that it will not directly or indirectly hinder, delay or prevent the construction of the Facilities or the Retail Facilities.
- 22.5 The purchaser irrevocably consents to the vendor and/or the Owners Corporation exercising the rights contained in special condition 22.3 and acknowledges that the purchaser may not make any requisition, objection, delay settlement or exercise any Purchaser's Rights because the vendor exercises any of those rights.
- 22.6 The purchaser acknowledges and agrees that:
 - 22.6.1 the Owners Corporation will be or become the landlord under the Lease when the land the subject of the Lease becomes common property on registration of a later stage or stages of Plan of Subdivision 841640V; and
 - 22.6.2 as subsequent stages of Plan of Subdivision 841640V are registered in accordance with the master plan included in the section 32 statement annexed to this contract, membership of the Owners Corporation will increase and the purchaser's lot entitlement and liability as a proportion of the total lot entitlement and liability of all members of the Owners Corporation will decrease.

23. Adjustments

- 23.1 All Outgoings payable by the vendor must be apportioned between the parties from the Adjustment Date and any adjustment paid and received as appropriate.
- 23.2 The Outgoings must be apportioned on the following basis:
 - 23.2.1 State land tax certified or assessed for the land (whether or not the same is computed on a proportional basis or on the basis that the land sold is the only land the vendor is the owner within the meaning of the **Land Tax Act 2005**) will be paid by the vendor but must be borne by the purchaser as from the Adjustment Date; and
 - 23.2.2 If the Plan registers in the year before settlement is completed then on the settlement date the purchaser must in addition to the balance payable under this contract pay to the vendor as an adjustment of land tax for the year of settlement an amount equal to 2.25% of the purchase price of the Land; and
 - 23.2.3 If the Land is not separately assessed in respect of any Outgoings then, for the purpose of apportionment, the Outgoings will be apportioned between the vendor and the purchaser in the same proportion that the area of the Land shown on the Plan bears to the total area of the lots on the Plan in respect of which the Outgoings are assessed; and
 - 23.2.4 Any personal or statutory benefit available to any party shall be disregarded; and
 - 23.2.5 Any community infrastructure levy assessed against the Land must be paid by the purchaser in full. If payment of this levy falls due before settlement the purchaser must reimburse the vendor for the amount paid by the vendor at settlement; and
 - 23.2.6 Notwithstanding special condition 23.2.1 the vendor will pay all Outgoings when they are due to be paid and the purchaser cannot require them to be paid on an earlier date.
- 23.3 If special condition 23.2.2 applies and the land tax assessed by the Commissioner of State Revenue for the year of settlement is:
 - 23.3.1 less than the amount paid by the purchaser in accordance with special condition 23.2.2 then the vendor must refund the difference; or
 - 23.3.2 more than the amount paid by the purchaser in accordance with special condition 23.2.2 then the purchaser must pay the difference within 7 days of being served with a written demand for payment.
- 23.4 The purchaser must solely bear and pay all:
 - 23.4.1 Supplementary rates and taxes;

23.4.2 Infrastructure levies; and

23.4.3 Service connection fees or levies;

assessed or levied in respect of the property on or after the registration of the Plan by Land Use Victoria.

23.5 Notwithstanding special condition 23.2.6, the Outgoings will be adjusted as if they had been paid by the vendor as at the Adjustment Date.

23.6 The purchaser must provide copies of all certificates and other information used to calculate the adjustments, if requested by the vendor.

24. Fencing Notice

24.1 The parties agree that the purchase price has been reduced by an amount calculated by the vendor to cover the vendor's estimated costs in respect of the contribution as adjoining proprietor to the cost of fencing the Land and the purchaser acknowledges that fact and must not make a claim on the vendor in respect of the cost of fencing the Land and any adjoining Land owned by the vendor.

24.2 In the event that the purchaser sells or transfers the Land to another person before the boundaries of the Land have been fenced then the purchaser covenants with the vendor that the purchaser will, as a condition of such sale or transfer, require the purchaser or transferee to be bound by the requirements of this special condition in favour of the vendor.

25. Driveway Crossover

25.1 The purchaser acknowledges that the vendor will provide to the Land a Driveway Crossover and service connection points in the form and position identified in the Engineering plans provided by the vendor to the purchaser from time to time. If the purchaser wishes to change the location of the Council approved driveway crossover, the purchaser must obtain the vendor's consent and the purchaser must pay all the costs associated with the change including the costs of amendments to the engineering or other plans, service connections and altering any trunk services.

25.2 The vendor may make amendments to the Engineering plan which may include the position of the Driveway Crossover and service connection points:

25.2.1 As it may determine in its absolute discretion; or

25.2.2 As may be required by the relevant authorities.

25.3 The purchaser will make no objection, requisition or exercise any of the Purchaser's Rights in respect of any amendment to the Engineering plan made by the vendor.

26. Telecommunications services

26.1 The purchaser acknowledges that:

26.1.1 the vendor is not responsible for the connection of telecommunications services to the land beyond the installation of optical fibre conduits to the title boundary;

26.1.2 the vendor has no control over the timing of the connection of telecommunications services to the land which is solely the responsibility of the wholesale broadband provider engaged to connect such services;

26.1.3 if the wholesale broadband provider has not connected telecommunication services to the land when the services are required Telstra or such other provider as may be declared by the relevant authority is required to do so in accordance with the Universal Service Obligation;

26.1.4 the vendor has no control over the type of telecommunication service provided in accordance with the Universal Service Obligation.

26.2 The purchaser will make no objection or exercise any of the Purchaser's Rights against the vendor in respect of the timing or type of Telecommunication service provided to the Land.

27. Guarantee

If the purchaser is a Company other than a Public Company and/or if the purchaser nominates a substitute purchaser which is a Company other than a Public Company the purchaser agrees that it will procure the Guarantee of two of its Directors or of two Directors of the substitute purchaser (as appropriate) in the form annexed as Annexure A to this contract to the performance of the obligations

incurred by the purchaser pursuant to this contract within 5 business days of the Day of Sale or of the date of nomination of the substitute purchaser (as appropriate).

28. Trust

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

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

29. FIRB Approval

- 29.1 If the box is ticked "No" after the words "FIRB Approval Required?" in Schedule 1 of the particulars of sale or the particulars of sale is otherwise not completed then the purchaser:
 - 29.1.1 warrants to the vendor that this contract is not examinable by the FIRB under the FIRB Act; and
 - 29.1.2 agrees to indemnify and keep indemnified the vendor against any loss, damage or liability the vendor may suffer or incur as a result of a breach of the warranty in this special condition.
- 29.2 If the box is ticked "Yes" after the words "FIRB Approval Required?" in Schedule 1 of the particulars of sale then:
 - 29.2.1 This contract is subject to and conditional upon the purchaser receiving FIRB approval (the **Approval**) within 20 business days from the date of the contract (the **Due Date**).
 - 29.2.2 The purchaser must inform the vendor's representative in writing on or before the Due Date whether the purchaser has obtained the Approval. If the purchaser gives written notice to the vendor's representative on or before the Due Date that Approval has not been obtained then the contract will be terminated and all monies paid by the purchaser must be refunded to the purchaser in full;
 - 29.2.3 If the purchaser does not inform the vendor's representative by the Due Date then the purchaser is deemed to have received the Approval and this special condition 29.2 will be of no further effect.

30. Personal Information

The purchaser hereby consents to the collection, use and disclosure of the Personal Information of the purchaser by the vendor and its related entities:

- 30.1 For entering into, administering and completing this contract and any development by the vendor referred to therein;
- 30.2 To comply with the vendor's obligations or to enforce its rights under this contract;
- 30.3 To owners of adjoining land to enable them to deal with the purchaser concerning any development or other work which they wish to undertake on their land (including the disclosure of Personal Information to contractors to assist owners of adjoining land in complying with their obligations and enforcing their rights in relation to the fencing);
- 30.4 To surveyors, engineers and other parties who are engaged by the vendor to carry out works which may affect the Land;
- 30.5 In other circumstances where the vendor is legally entitled, obliged or required to do so, including any disclosure which is permitted or authorised under the Privacy Act.

31. Assignment

- 31.1 The purchaser acknowledges and agrees that the vendor may, at any time before the Settlement Date, assign its rights and obligations under this contract to a third party (**Assignee**).
- 31.2 The purchaser consents to any assignment by the vendor and agrees that:

31.2.1 Upon request by the vendor, it will promptly sign and return to the vendor any document in relation to the assignment; and

31.2.2 It will perform all of the purchaser's obligations under the contract in favour of and for the benefit of any Assignee as if the Assignee were the vendor named in this contract.

32. Non-merger

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

33. Indemnity

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

34. Whole Agreement

34.1 The covenants, provisions, terms and agreements contained in this contract expressly or by statutory implication cover and comprise the whole of the agreement between the parties.

34.2 No further or other covenants agreements provisions or terms will be deemed to be implied in this contract or to arise between the parties by way of collateral or other agreement by reason of any promise, representation, warranty or undertaking given or made by either party to the other on or before the execution of this contract.

35. Execution of necessary documents

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

36. Resales / nominations

36.1 The purchaser must not until after the Settlement Date sell, transfer, assign, nominate a substitute or additional purchaser, mortgage or otherwise encumber the Land without the vendor's consent, which may be withheld in the vendor's absolute discretion or granted subject to conditions.

36.2 The vendor may in the exercise of the discretion set out in special condition 36.1 consent to the purchaser nominating a member of the purchaser's immediate family (which is limited to a spouse, parent, domestic partner or child) as a substitute or additional purchaser on condition that the purchaser and the substitute or additional purchaser or transferee enter into a deed (prepared by the vendor's solicitors at the purchaser's cost in the form approved by the vendor) with the vendor under which the subsequent purchaser, disposee or transferee agrees to comply with the purchaser's obligations under this contract.

36.3 If the purchaser sells, transfers or otherwise disposes of the Land after the Settlement Date and before the dwelling on the Land is completed in accordance with special condition 19.6, the purchaser must enter into, and must procure the proposed purchaser, disposee or transferee to enter into a deed (prepared by the vendor's solicitors at the purchaser's cost in the form or to the effect of the deed provided in Annexure B) with the vendor under which the subsequent purchaser, disposee or transferee agrees to comply with the purchaser's obligations under this contract.

36.4 The purchaser acknowledges and understands that any common law right of the purchaser to nominate an additional or substitute purchaser is excluded from this contract to the extent that it is not permitted pursuant to this special condition.

36.5 If the purchaser advertises or markets the property for sale before the Settlement Date without first having obtained the vendor's consent in accordance with this special condition the vendor will have the right to rescind this contract by giving notice in writing to that effect to the purchaser. After service of a notice under this special condition all monies paid under the contract by the purchaser EXCEPT for the reasonable costs incurred by the vendor in relation to the contract will be refunded to the purchaser and neither party will have any action, right, claim or demand against the other under this contract or arising from or out of the rescission of this contract.

37. Platinum Club Member Rebate

If the box is ticked "Yes" after the words "Platinum Club Rebate Available?" in Schedule 1 of the particulars of sale then:-

- 37.1 being a Member of the Villawood Platinum Club on the day of sale and continuously holding such Membership and complying with its terms and conditions throughout the term of this Contract;
- 37.2 fully complying with all aspects of the terms of this Contract;
- 37.3 completing settlement on or before the due date for payment of the balance of the price in accordance with the terms of this Contract; and
- 37.4 at no time during the term of this Contract being in default of any term or condition;

the vendor will at settlement provide to the purchaser a rebate of \$1,000.00. The purchaser acknowledges that the right to receive this rebate is personal to the purchaser and is not capable of assignment.

38. Performance Rebate

Subject to the purchaser:

- 38.1 fully complying with all aspects of the terms of this Contract;
- 38.2 completing settlement on or before the due date for payment of the balance of the Price in accordance with the terms of this Contract; and
- 38.3 at no time during the term of this Contract being in default of any term or condition;

the vendor will at settlement provide to the purchaser a rebate of \$«RebateAmount». The purchaser acknowledges that the right to receive this rebate is personal to the purchaser and is not capable of assignment.

FORM 2
Estate Agents Act 1980

Regulation 5(a)

CONTRACT OF SALE OF REAL ESTATE – GENERAL CONDITIONS

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

TITLE

1. Encumbrances

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

2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the **Estate Agents (Contracts) Regulations 2008** for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

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

4. Services

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

5. Consents

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

6. Transfer

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

7. Release of security interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must:
- only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives:
- a release from the secured party releasing the property from the security interest; or
 - a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
 - a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property:
- that:
 - the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
 - that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if:
- the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.

- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor:
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay: as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

8. Builder warranty insurance

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

9. General law land

- 9.1 This general condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

11. Payment

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.

14. Loan

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

15. Adjustments

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

TRANSACTIONAL

16. Time

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

17. Service

- 17.1 Any document sent by:
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the **Electronic Transactions (Victoria) Act 2000**.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.
- 17.3 This general condition applies to service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

- 23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 23.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. Loss or damage before settlement

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

- 27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 27.2 The default notice must:
 - (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. Default not remedied

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
 - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or

- (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

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

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

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

Annexure A

GUARANTEE AND INDEMNITY

TO: **Sayers Road Holdings Pty Ltd ACN 642 534 567** of Level 1, 6 Riverside Quay, Southbank Vic 3006

IN CONSIDERATION of you entering into the within contract of sale (“the contract”) with the purchaser named and described in the Schedule hereto (“the purchaser”) at the request of us, the persons named and described in the Schedule hereto (“the Guarantors”), we the Guarantors hereby jointly and severally **AGREE WITH AND GUARANTEE AND INDEMNIFY** you as follows:

1. The Guarantors shall pay you on demand by you all moneys payable pursuant to the contract which are not paid by the purchaser within the time prescribed in the contract for payment thereof whether demand for the same has been made by you on the purchaser or not.
2. The Guarantors shall observe and perform on demand by you all covenants conditions obligations and liabilities binding the purchaser with which the purchaser does not comply within the time prescribed in the contract for observance or performance thereof whether demand for such observance or performance has been made by you on the purchaser or not.
3. You may without affecting this Guarantee and Indemnity grant time or other indulgence to or compound or compromise with or release the purchaser or any person or corporation liable jointly with the Guarantors or either of them in respect of any other Guarantee or security or release part with abandon vary relinquish or renew in whole or in part any security document of title asset or right held by you.
4. All moneys received by you from or on account of the purchaser including any dividends upon the liquidation of the purchaser or from any other person or corporation or from the realization or enforcement of any security capable of being applied by you in reduction of the indebtedness of the purchaser shall be regarded for all purposes as payment in gross without any right on the part of the Guarantors to stand in your place or claim the benefit of any moneys so received until the Guarantors have paid the total indebtedness of the purchaser.
5. In the event of the liquidation of the purchaser the Guarantors authorise you to prove for all moneys which the purchaser has paid under this contract and to retain and to carry to a suspense account and appropriate at your discretion any dividends received until you have with the aid thereof been paid in full in respect of the indebtedness of the purchaser to you. The Guarantors in your favour waive all rights against you and the purchaser and any other person or corporation estates and assets so far as necessary to give effect to anything contained in this Guarantee and Indemnity.
6. Your remedies against the Guarantors are not to be affected by reason of any security held or taken by you in relation to indebtedness of the purchaser being void or defective or informal.
7. The Guarantors indemnify you against any loss you may suffer by reason of the purchaser having exceeded its powers or going into liquidation and, in particular, the Guarantors indemnify you against any loss you may suffer by reason of interest ceasing to accrue and to be payable after the purchaser goes into liquidation.
8. Any demand or notice under this Guarantee may be made in writing signed by you or by any Director or Manager or Secretary for the time being of you and (without prejudice to any other mode of service permitted by law) may be served on the Guarantors by prepaid registered letter addressed to their last known addresses in the State of Victoria. Any notice served by post shall be deemed to have been served the next business day after the date of posting.
9. For the consideration aforementioned and as a separate and severable covenant the Guarantors HEREBY AGREE to indemnify you not only against the non-payment by the purchaser of any moneys due under the contract (including interest due on overdue instalments or principal) but also against and in respect of all costs and charges and expenses whatever which you may incur by reason of any default on the part of the purchaser in relation to the contract.
10. This Guarantee and Indemnity shall not be determined by the death of any of us and shall bind our respective legal personal representatives and shall ensure for the benefit of you and your successors and assigns.
11. The expression “the Guarantors” shall wherever used in this contract mean the Guarantors or any of them and wherever the context permits shall refer to the Guarantors jointly and severally.

SCHEDULE

PURCHASER AND GUARANTOR DETAILS

PURCHASER/S:

NAME	ADDRESS
«Purchaser1.Name»	«Purchaser1.Address»
«Purchaser2.Name»	«Purchaser1.Address»
«Purchaser3.Name»	«Purchaser3.Address»
«Purchaser4.Name»	«Purchaser4.Address»

GUARANTORS:

NAME	ADDRESS
«Guarantor1.Name»	«Guarantor1.Address»
«Guarantor2.Name»	«Guarantor2.Address»
«Guarantor3.Name»	«Guarantor3.Address»
«Guarantor4.Name»	«Guarantor4.Address»

EXECUTION BY GUARANTORS

SIGNED by «Guarantor1.Name»:

.....
(Guarantor)

SIGNED by «Guarantor2.Name»:

.....
(Guarantor)

SIGNED by «Guarantor3.Name»:

.....
(Guarantor)

SIGNED by «Guarantor4.Name»:

.....
(Guarantor)

Annexure B

RESALE DEED

This Deed is made the _____ day of _____ 2021.

BETWEEN: Sayers Road Holdings Pty Ltd ACN 642 534 567 of Level 1, 6 Riverside Quay, Southbank 3006
("Vendor")

AND _____ ("Purchaser")

AND _____ ("**New Purchaser**")

RECITALS:

- A. By a contract of sale ("Contract of Sale") dated _____ the Vendor sold to the Purchaser land known as Lot «LotNumber» on Plan of Subdivision PS841640V ("**Land**").
- B. The Contract of Sale required the Purchaser to procure a proposed purchaser, disposee or transferee to enter a deed with the Vendor whereby the proposed purchaser, disposee or transferee agreed to comply with the Purchaser's obligations under the Contract of Sale.
- C. The Purchaser wishes to transfer its interest in the Land to the New Purchaser.
- D. The Vendor granted its consent to the transfer on the following terms and conditions.

NOW IT IS AGREED AS FOLLOWS:

- 1. The New Purchaser hereby jointly and severally agrees with the Vendor that:
 - a. It will assume the Purchaser's obligations under the Contract of Sale and that the covenants, conditions and stipulations in favour of the Vendor shall be binding upon the New Purchaser as fully and effectually and in the same manner and to the same extent as if the New Purchaser was a party to the Contract of Sale and named therein.
 - b. It is aware of and agrees that where the Vendor owns any land adjoining the Land that the Vendor's contribution towards the cost of constructing any dividing fence is \$1.00.
 - c. If the New Purchaser sells, transfers or otherwise deals with its interest in the Land at any time prior to construction of the dwelling (as defined in the Contract of Sale), the New Purchaser will require any purchaser or transferee from the New Purchaser to execute a further acknowledgement in favour of the Vendor on the same terms as are set out in this Deed.
- 2. The Purchaser and New Purchaser acknowledge that the time for the New Purchaser to commence construction of the dwelling house as referred to in special condition 7.7 of the Contract is within 18 months of _____. The Purchaser and New Purchaser agree to maintain the vacant Lot to ensure the grass is kept at a low level and free of rubbish pending the commencement of construction of the dwelling house.
- 3. The Purchaser acknowledges and agrees that, notwithstanding the transfer of the Land to the New Purchaser, it shall continue to be bound to the Vendor to perform its obligations under the Contract of Sale and acknowledges that if any are breached it may be liable to pay damages and legal costs to the Vendor.
- 4. Subject to the above the Vendor consents to the transfer by the Purchaser to the New Purchaser of the Purchaser's interest in the Land on the terms and conditions contained in this deed.
- 5. The costs of and incidental to the negotiation, preparation, execution and stamping of this deed shall be payable by the New Purchaser.
- 6. This deed may be executed in a number of counterparts and, if so executed, the counterparts will be taken together to constitute one deed.
- 7. This deed shall commence from the date first hereinbefore written.

Executed as a Deed

Executed by **Sayers Road Holdings Pty Ltd**)
ACN 642 534 567 by its duly authorised attorney in)
 the presence of:)

.....
(Witness)

Insert execution clauses for the Purchaser and New Purchaser.

DEVELOPMENT PLAN



Council Requirement: Endorsed trees receive along Sayers Road within Stage 1B & S must not be reduced in size to provide succession plans, residential lot sizes and replacement the tree reserve must be sought if RP's cannot avoid reduction of the tree reserve.

Future W9105 Intersection Widening (0.071 ha)
 Pursuant to Condition 27 it has been agreed with the developer that the widening of the road will be a way of fund as part of future planning permit.

PRECINCT A

PRECINCT C

PRECINCT D

THE GROVE
 (by others)

Functional Layout Plans and Landscape Plans are to be submitted together for Stage 2 and Stage 6

Design guidelines are required for landscape at the locality at the intersection.

Area	Lot Area	Lot Area	Lot Area	Lot Area	Lot Area	Lot Area	Lot Area	Lot Area	Lot Area	Lot Area	Lot Area	Lot Area	Lot Area	Lot Area	Lot Area	Lot Area	Lot Area	Lot Area	Lot Area	Lot Area	Lot Area	Lot Area
1	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000
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17	9000	9000	9000	9000	9000	9000	9000	9000	9000	9000	9000	9000	9000	9000	9000	9000	9000	9000	9000	9000	9000	9000
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33	17000	17000	17000	17000	17000	17000	17000	17000	17000	17000	17000	17000	17000	17000	17000	17000	17000	17000	17000	17000	17000	17000
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51	26000	26000	26000	26000	26000	26000	26000	26000	26000	26000	26000	26000	26000	26000	26000	26000	26000	26000	26000	26000	26000	26000
52	26500	26500	26500	26500</																		

DESIGN GUIDELINES

ALAMORA *Tarneit*

Design Guidelines

JANUARY 2021

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PURPOSE OF THE DESIGN GUIDELINES

Welcome to Alamora, the newest in a long list of high quality developments by Villawood that will set a new benchmark for residential living.

The principal aim of these Design Guidelines (“Guidelines”) is to create a coherent vision for the Alamora community. Developed to enhance the lifestyle and investment of purchasers, the Guidelines are designed to ensure all homes are built to a high standard whilst encouraging a variety of housing styles which are in harmony with the streetscape.

Each individual house design should contribute to the surrounding environment and to the community 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 community.

To complement the 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 an online resource that provides useful tools to help you save water, energy and money on your new home.

To learn more about the Positive Change initiative and ideas you can incorporate into your new home, please visit our website: www.villawoodpositivechange.com.au.

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

1.1 Operation of the Design Guidelines

The Design Assessment Panel (“DAP”) will be formed to oversee the implementation of the Guidelines. The DAP shall 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.

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 and timber decks less than 800mm high above natural ground level do not require DAP approval.

In considering designs, the DAP may exercise 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 the Guidelines and it is recommended that you provide a copy to your builder at the earliest possible time.

These Guidelines and the building envelopes are noted within the Memorandum of Common Provisions and within the Planning Permit.

1.2 Construction of your home

Incomplete building works must not be left for more than three (3) months without work being carried out and all building works must be completed within twelve months (12) of 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.

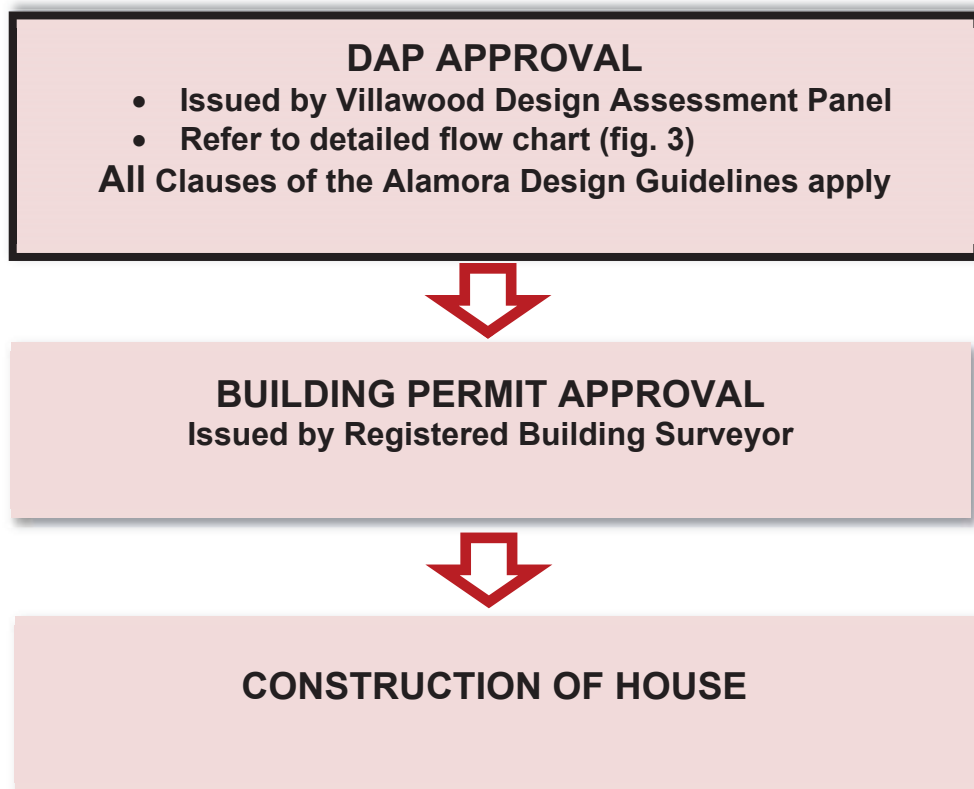
All documents are to be lodged via the Villawood Properties Builders Portal, this can be accessed by visiting the website www.villawoodproperties.com.au/builder-portal/

General enquiries should be directed to the DAP via email dap@kosaarchitects.com.au

2.1.1 All lots

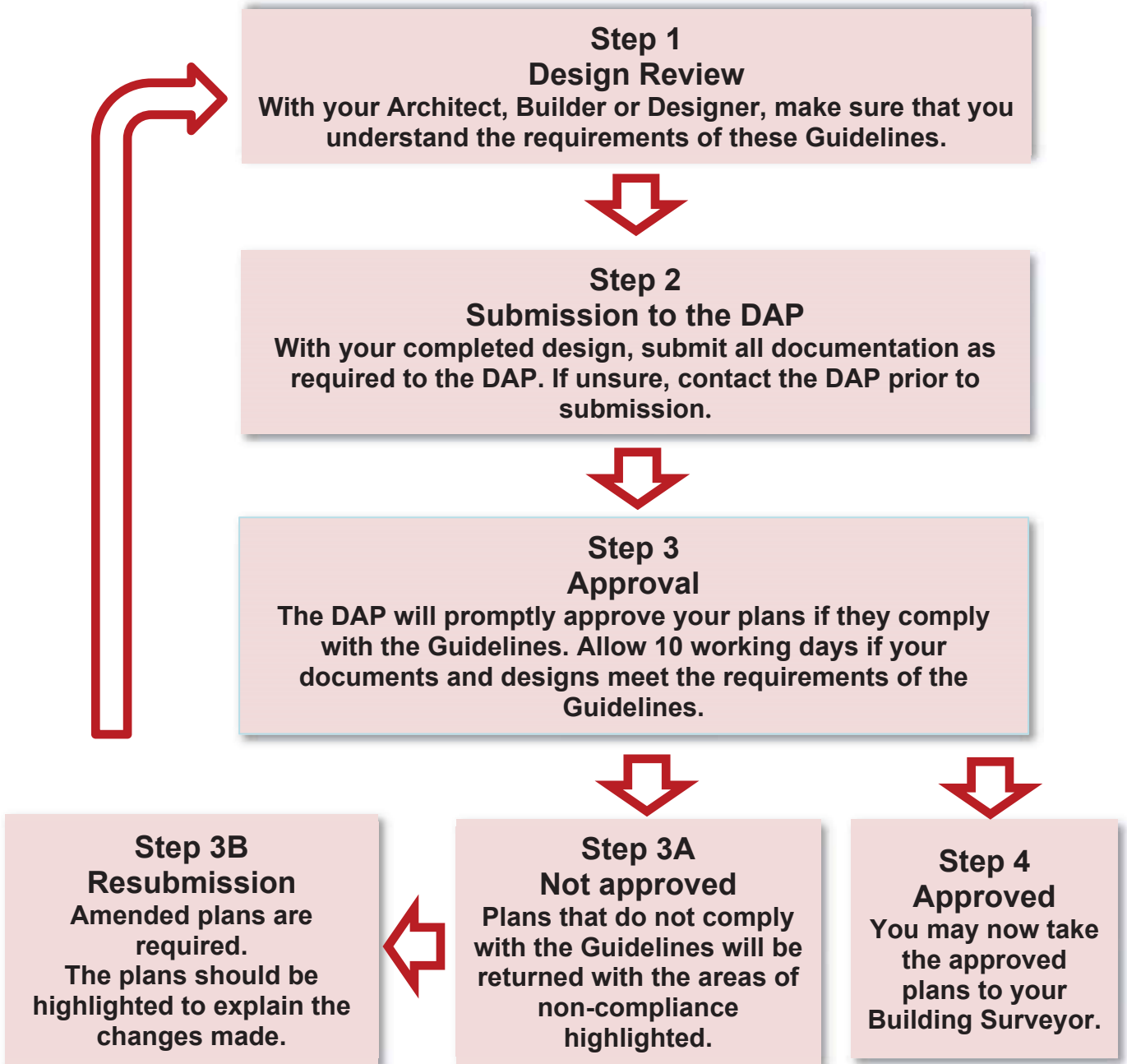
The following approvals process applies:

Figure 1. Approval Process



2.2 DAP PROCESS

Figure 3. DAP Process



2.3 PLAN SUBMISSION

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

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

- Site plan (1:200 scale) showing:
 - Setbacks from all boundaries
 - Building Envelopes
 - Existing contours
 - Proposed finished floor levels and site levels
 - External features including driveways, paths, fencing, outbuildings & water tanks
 - 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.
- **Note: do not include internal fit-out details such as kitchens, electrical plans etc.**

An example of what require approval from the DAP;

- Building design plans
- External materials and colours
- Landscaping to any area seen from the street domain
- Externally mounted equipment such as evaporative coolers – aerials, satellite dishes and the like
- External garden sheds greater than 10m²
- Pergolas , patios and verandahs
- Extensions and renovations that affect the external part of the home visible from the street frontages
- Fencing

Submit all information via the Builders Portal on the Villawood website:

www.villawoodproperties.com.au/builder-portal/

all enquires to

ALAMORA DESIGN ASSESSMENT PANEL

c/- dap@kosaarchitects.com.au

or telephone contact on 03 9853 3513

2.4 RE-SUBMISSION

If the plans and documents are non-compliant you will be advised of the necessary changes. Amended plans need to be resubmitted for approval.

Any alterations made to the resubmission other than the initial non-compliance/s 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 ten (10) working days for approval.

2.6 BUILDING PERMIT

After approval from the DAP, you must then obtain a Building Permit from the Municipal 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 after DAP approval, 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;
- Maximising potential views of each lot owner;
- Minimising overlooking & over shadowing, and
- Respecting the privacy and amenity of neighbours. This includes excavations adjacent or on the side boundary.

3.2 LAND USE

One dwelling only is permitted per allotment. Dual occupancy and further subdivision are 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.

The site slope must be considered in conjunction with the overall orientation to achieve the best outcome.

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 six (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, and/or
- Continuation of window styles.



Acceptable articulation



No articulation

3.5 BUILDING ENVELOPES AND SETBACKS

Building Envelopes

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

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, generally four (4) metres.

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

i) 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. As a general rule, a house must be setback one (1) metre from one side boundary.

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.

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.

Within the BBZ, the following apply:

- Unless otherwise noted only one side boundary may be built to the boundary, the other side must have a minimum of one (1) metre off the boundary.
- 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 one (1) 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, and
- Heating and cooling equipment and other services.

The following may encroach into the specified setback distances:

- Landings with an area of not more than two (2) square metres and less than 0.8 metres high;
- Unroofed stairways and ramps;
- Pergolas;
- Shade sails, and
- 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 4.5m.
- Decks and uncovered landings of not more than two (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.

3.7 BUILDING HEIGHT

The maximum building height is nine (9) metres above the natural surface level for sites with a slope of less than 5% and ten (10) metres for sites with a slope of greater than 5%.

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.

Excluding walls constructed by the developer during subdivision works, for the purpose of these Guidelines retaining walls greater than 1.25 metres are considered excessive. Stepped and multiple retaining walls may be required rather than one large retaining wall.

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 600mm 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](#)

4. BUILT FORM

4.1 ARCHITECTURAL STYLE

At Alamora, 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.

Mock period style homes such as French provincial will not be permitted. Big boxy two storey homes with minimal or no articulation between ground and first floors will not be permitted.



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

Houses with identical facades may not be constructed in close proximity and must be separated by a minimum of five (5) houses in any direction. 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 are not acceptable. 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, are not allowed.

In designated precincts houses must have a minimum ceiling height of 2700mm, these will be noted in the plan of sub division.

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 Alamora. The use of a combination of finishes is encouraged to achieve 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 Alamora 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.
- Three (3) or more different materials are to be used on the main façade of the home. A home that is sited on a corner allotment must extend / continue these materials to all surfaces visible from the street.
The selection of materials can be varied however different coloured renders will not be considered as different materials.
- Articulation to the front façade is mandatory, an entry recess is not considered a step in the façade.

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 Alamora are recommended and the use of Colorbond materials are encouraged. Refer Clause 4.7

4.3 DWELLING SIZE

The minimum dwelling size is:

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

4.4 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. Designers must consider that any dwelling is three dimensional and sight lines to side elevations are part of articulation considerations.

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.



4.5 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 verandahs, detailing, feature windows & materials) used on the primary frontage must continue to that part of the secondary frontage that is visible from the public realm.

Lots siding on to designated green links must provide surveillance via windows, balconies or the like to ensure that passive surveillance is obtained.



2 STOREY, CORNER ALLOTMENT AND ARCHITECTURAL DESIGN



NO CORNER TREATMENT - NOT PERMITTED

4.6 ENERGY EFFICIENCY

An energy smart home takes advantage of the sun's free warmth, light and with the inclusion of energy efficient appliances 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 Alamora must achieve a minimum 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.

Houses must orientate their open spaces and habitable room windows to the north where possible.

4.7 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. Flat roofs behind parapets are accepted.

Light coloured roofs are preferred, and colorbond roofs are encouraged.



4.8 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 double garage for car accommodation for lots greater than 12.5 metres wide.

Garages must be constructed within the Building Envelope, although they may be set at a different level to the rest of the dwelling. Garages must be setback at least 500mm behind the main building line of the front of the home. The garage setback also applies for entry to the garage from the side street boundary, unless otherwise noted.

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. The DAP will need to consider the impacts on adjoining lots of any excavation on or near the boundary.

Secondary garages are discouraged. The design for an additional garage would need to be discussed with the DAP and it must be disguised and out of view from the main street frontage. Only one crossover per lot is permitted.

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.

4.9 OVERSHADOWING

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

4.10 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 Alamora 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 five (5) metres at the street boundary of a lot and planting between the driveway and property boundary is encouraged.

Driveways must be constructed charcoal coloured concrete, saw-cut charcoal coloured concrete, or concrete with dark exposed aggregate. Plain concrete is not permitted.



Exposed aggregate



Dark (charcoal) coloured concrete

Examples of approved driveway finishes.

All driveways must be completed within one (1) month of the Occupancy Permit being issued.

5.2 FENCES

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

On side boundaries, fencing must commence no closer than one (1) metre behind 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 1.85 metres (excluding a screen required for overlooking purposes), unless otherwise specified in these Design Guidelines.

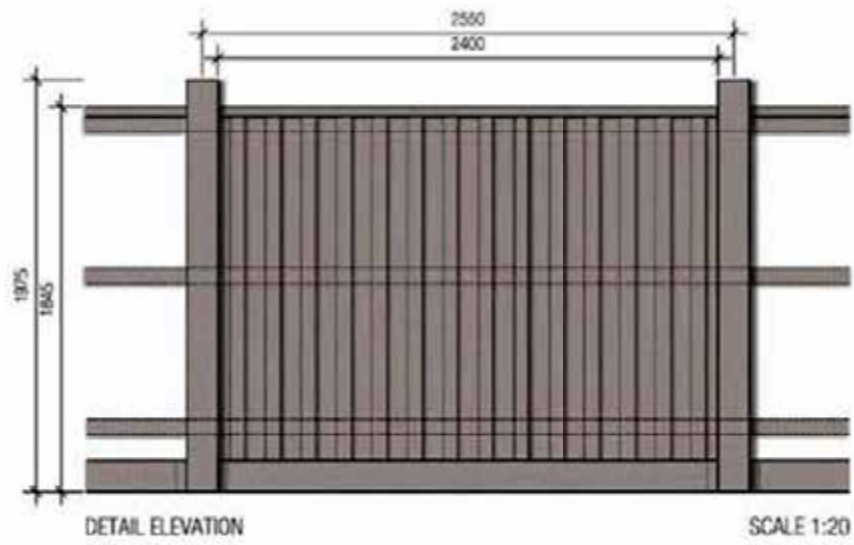
All fencing must be approved in writing by the DAP and constructed in accordance with the approval. For the purposes of these Guidelines, the prescribed fence height of 1.85 metres to the side street, side and rear boundaries will be exempt from the provisions of the Building Regulations.

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

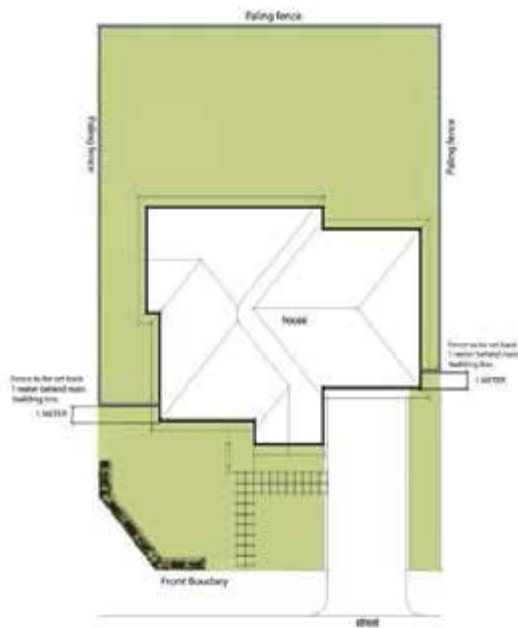
Front fences (low height and defined in precinct guidelines) are permitted to designated large lot sub precincts - these shall be identified in the plan of sub division.



Depiction of typical boundary fencing location



Elevations of typical paling fence



Depiction of corner lot fencing

5.3 SUSTAINABILITY

WATER TANKS

All homes with a lot area equal to or greater than 350m² **must** include a rainwater tank with a minimum capacity of 2,000 litres which is to be connected for use in the toilet, laundry and garden.

PHOTOVOLTAIC PANELS

All homes **must** have a minimum of 2.5 kW of solar panels and be battery ready to enable the home to be partially run by sustainable energy. The location of solar panels and the battery must be shown on the plans submitted to the DAP.

HOT WATER SYSTEMS

The main hot water system should be power boosted by a solar panel.

PLUMBING

All tapware and appliances should be the most efficient of their type.

RECYCLED WATER

Recycled water will be provided to all lots as part of the estate. 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.

GLAZING

All homes **must** have double glazed and consideration should be given to the selection of the most efficient glass to be used in the process including low e glazing and other high-performance types.

BUILDING MATERIALS

Consideration should be given to the choice of light-coloured roofs and materials as they absorb less heat. The choice of muted and natural colours that are not reflective are required.

The design of the home should consider the position of windows and doors to enhance natural ventilation and improve the efficiency of the home.

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

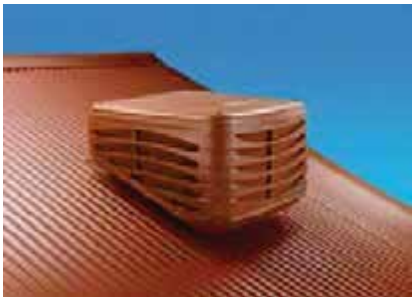
External fixtures must achieve the following objectives and the location must be noted on plans to be submitted to the DAP:

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.

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.

Plumbing to a dwelling shall not be visible from a street or adjoining 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 must be stored out of view from the street.

Commercial Vehicles with a carrying capacity of one (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. Unregistered vehicles must be garaged.

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 ALL lots in the relevant stage.

- Display home signage will be permitted but only with the written approval of the DAP and Wyndam City 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 ten (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. Sheds are to have a maximum wall height of 2.4m, maximum ridge height of three (3) metres. 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.

All sheds are to be erected with a muted/earthy tone Colorbond material.

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 one month of occupancy. Sheets, blankets or similar materials for which window furnishing is not their primary use will not be permitted.



The use of external roller shutters visible from the street frontages are not 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, native and exotic 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 three (3) metres should be planted closer than two (2) metres to the house. Purchasers should make their own enquiries with the Wyndam City Council and obtain a list of appropriate vegetation.

Front Gardens

All landscaped areas to the front of the house must be established within three (3) 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 from a 75-litre pot when planted (Refer to Front Garden Landscape Guidelines in Appendix B). Artificial turf is not permitted.

The number of plants per garden varies with the size of the lots. As a guide lots, less than 12.5 m wide shall have a minimum of 25 plants and one feature tree, lots 12.5 – 16 metres shall have a minimum of 40 plants and (at least) one feature tree and lots greater than 16 metres to have a minimum of 50 plants and one (preferably two) feature tree(s).



Above - Acceptable Landscaping Treatments



Above – Unacceptable Landscaping Treatment – Use of Artificial Turf and Lack of Planting

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.

Regular rubbish removal must be carried out and any waste bins must be covered to prevent windblown litter.

Street trees and nature strips must be protected. Damage to nature strips, paths, kerbs trees caused during the construction period is solely the responsibility of the landowner and their builder and shall be billed accordingly

Nature strips must be maintained at all times including weed eradication and mowing.



Above – Unacceptable – Lack of Maintenance

5.8 BROADBAND NETWORK

Alamora is an OptiComm Fibre Connected Community. This means that all homes in Alamora 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, and
- 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. 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 Alamora 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, and
- 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 Alamora
- 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 Community 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

Building regulations 73, 74, 75, 79, 81, 82, 83, 84, & 85 are superseded by the Approved Building Envelopes.

To be read in conjunction with Building Envelope Profiles and Plan of Subdivision for relevant stage.

CONSTITUTION

Constitution of Club Alamora Limited

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CLUB ALAMORA LIMITED ACN [insert]**Constitution**

1. Preliminary**1.1 Definitions and interpretation**

Schedule 7 applies and forms part of this Constitution.

1.2 Name of the Company**(a) Company's Name**

The name of the company is Club Alamora Limited.

(b) Display of Company's Name

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

(c) Company's Name on Documents and Instruments

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

(d) Change of Company's Name

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

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

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

1.3 Australian Company Number**(a) Company's ACN**

The Company's ACN is [insert].

(b) Documents and Instruments

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

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

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

1.4 Nature of the Company

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

1.5 Powers

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

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

1.6 Replaceable rules

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

1.7 Objects

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

- (a) to make available, operate and promote the Facilities:
 - (i) in the interests of Members as first class community recreational facilities used for indoor and outdoor sporting, recreational, cultural and other activities; and
 - (ii) in accordance with the terms of the Lease, for use by the Members and such other persons who are, pursuant to the terms of this Constitution, authorised to use such Facilities,

in order to make an address within the Alamora Project Land enviable, and to:

 - (iii) create a strong sense of community;
 - (iv) serve as a focal point for formal and informal interaction and activity;
 - (v) develop and maintain a strong program of events and community initiatives;
 - (vi) increase Members' sense of engagement and belonging;
 - (vii) engender a greater sense of social cohesion; and

- (viii) create a community to which people want to belong, within the Alamora Project Land;
- (b) to maintain the Facilities and any other land which the Company agrees in writing to maintain on behalf of the Owners Corporation or any other owners corporation created upon registration of a plan of subdivision in respect of the Alamora Project Land;
- (c) to obtain and maintain a licence under the Liquor Control Reform Act in relation to such part of the Facilities as the Board resolves permitting the sale from and/or the consumption of liquor within the whole or any part of the Facilities;
- (d) to deliver services and programs in accordance with any services and programs advertised and promoted by the Developer;
- (e) to create an efficient, "user friendly" booking procedure to facilitate the use of the Facility;
- (f) to provide such other facilities to the Members as the Board resolves;
- (g) to raise funds by any lawful means for the achievement of the objects; and
- (h) to do all things and exercise all powers, rights and privileges as a natural person may do or exercise for the purpose of furthering the above objects.

1.8 Application of income and property

(a) No Payment or Transfer to Members

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

(b) Payments in good faith

- (i) Notwithstanding Article 1.8(a), the Company may, subject to Articles 1.8(b)(ii) to (vi) inclusive, make payments in good faith of remuneration to any Member, Officer or other employee of the Company in return for any services rendered to the Company or for goods supplied in the ordinary and usual course of business of the Company.
- (ii) The Company must not make any payment to a Director or a Secretary in return for services rendered to the Company in his or her capacity as a Director or Secretary including, without limitation, sitting fees and other emoluments unless such payment is in respect of that persons' employment where the terms of the employment salary or wage have been approved by the Board. The Company may, however, reimburse a Director in respect of reasonable out-of-pocket expenses incurred in connection with that office.
- (iii) The Company must not make any payment to a Director or a Secretary for services rendered by that Director or Secretary (in a capacity other than Director or Secretary) to the Company unless the provision of those services has the prior approval of the Board by resolution and the amount payable is approved by a resolution of the Board.
- (iv) The Company must not make any payment to a Member, Officer or other employee of the Company that represents, either directly or indirectly, a

commission or allowance paid by the Company to that person in respect of the sale or disposal by that person of liquor on property owned or occupied by the Company.

(v) The Company must not make any payment to a Director or a Secretary except in good faith in respect of insurance premiums in connection with a contract insuring a Director or Secretary for liability incurred as an Officer of the Company where the Board has approved the payment of the premium.

(vi) The Company may make payment of interest on money borrowed from any Member, and may also make payment in respect of reasonable and proper rent for premises let by a Member to the Company.

1.9 Alteration of Constitution

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

2. Members

2.1 Classes of Membership

Schedule 1 applies and forms part of this Constitution.

2.2 Membership Qualification

Schedule 2 applies and forms part of this Constitution.

2.3 Membership Rights and Responsibilities

Schedule 3 applies and forms part of this Constitution.

2.4 Applications for Membership

Schedule 4 applies and forms part of this Constitution.

2.5 Fees

Schedule 5 applies and forms part of this Constitution.

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

Schedule 6 applies and forms part of this Constitution.

3. Proceedings of Members

3.1 Written resolutions of Members

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

3.2 Who can call meetings of Members

(a) The Board may call a meeting of Members at a time and place (including 2 or more venues using technology which gives the Members as a whole a reasonable opportunity to participate) and in a manner as the Board resolves.

- (b) The Board must call and arrange to hold a general meeting of the Company on the request of Members made in accordance with the Act.
- (c) A Member may call and arrange to hold a general meeting of the Company only as provided for by the Act.

3.3 Annual General Meeting

- (a) The Company must hold an AGM if required by, and in accordance with, the Act.
- (b) The business of an AGM may include any of the following, even if not referred to in the notice of the meeting:
 - (i) the consideration of any annual financial report, director's report and auditor's report for the Company;
 - (ii) the election of Directors;
 - (iii) the appointment of the auditor of the Company; and
 - (iv) the fixing of the remuneration of the auditor of the Company.
- (c) Subject to any requirements under the Act, the chair of an AGM must allow a reasonable opportunity for the Members as a whole at the AGM to ask questions about or make comments on the management of the Company.
- (d) Subject to any requirements under the Act, where the Auditor or its representative is present at an AGM, the chair of the AGM must allow a reasonable opportunity for the Members as a whole at the AGM to ask the Auditor or its representative questions relevant to:
 - (i) the conduct of the Company's audit as detailed in any Auditor's report; and
 - (ii) the preparation and content of any Auditor's report.

3.4 How to call meetings of Members

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

notice of the meeting or the Company accidentally does not give notice of the meeting to a person.

3.5 Right to attend meetings

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

3.6 Meeting at more than one place

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

3.7 Quorum

- (a) A quorum for a meeting of Members:
 - (i) until the Completion Date is 1 Member; and
 - (ii) after the Completion Date is 5% of Members,

entitled to vote at that meeting (except when the Company has only one Member in which case the quorum is constituted by that sole Member).
- (b) In determining whether a quorum for a meeting of Members is present:
 - (i) where more than one proxy, attorney or representative of a Member is present, only one of those persons is counted;
 - (ii) where a person is present as a Member and as a proxy, attorney or representative of another Member, that person is counted only once; and
 - (iii) where a person is present as a proxy, attorney or representative for more than one Member, that person is counted separately for each appointment provided that there is at least one other Member present.
- (c) A quorum for a meeting of Members must be present at the commencement of the meeting. If a quorum is present at the commencement of a meeting of Members, it is taken to be present throughout the meeting unless the chairperson otherwise determines.

- (d) If a quorum is not present within 30 minutes after the time appointed for a meeting of Members:
- (i) if the meeting was called under Article 3.2(b) or Article 3.2(c), the meeting is dissolved; and
 - (ii) any other meeting is adjourned to the date, time and place as the Board may by notice to the Members appoint, or failing any appointment, to the same day in the next week at the same time and place as the meeting adjourned.
- (e) If a quorum is not present within 30 minutes after the time appointed for an adjourned meeting of Members, the meeting is dissolved.
- (f) Where any General Meeting is held at two or more venues by electronic means or other technology and there is a failure of the electronic means or other technology, which prevents any or all of the Members present from participating in the meeting, that meeting will be adjourned until the failure is rectified. If rectification is not possible within 60 minutes of the initial failure, the chair of the meeting must adjourn the meeting until such date and such time that the chair considers it possible to give the Members as a whole a reasonable opportunity to participate in that meeting.

3.8 Chairperson

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

3.9 General conduct of meetings

- (a) Subject to the Act, the chairperson of a meeting of Members is responsible for the general conduct of that meeting and for the procedures to be adopted at that meeting.
- (b) The chairperson of a meeting of Members may delegate any power conferred by this Article to any person.

- (c) The powers conferred on the chairperson of a meeting of Members under this Article 3.9 do not limit the powers conferred by law.

3.10 Resolutions of Members

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

3.11 Polls

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

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

3.12 Adjourned, cancelled and postponed meetings

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

3.13 Number of votes

- (a) Subject to this Constitution and any rights or restrictions attached to a Class of Members, on a show of hands or on a poll at a meeting of Members, every Member present described in Schedule 3 who is entitled to vote has one vote and one value.
- (b) In the case of an equality of votes on a resolution at a meeting of Members, the chairperson of that meeting has a casting vote on that resolution both on a show of hands and on a poll, in addition to any vote the chairperson of that meeting has in respect of that resolution.

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

3.14 Objections to qualification to vote

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

3.15 Proxies, attorneys and representatives

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

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

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

3.16 Business of meetings

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

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

4. Directors

4.1 Number of Directors

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

4.2 Appointment of Directors

- (a) Subject to Article 4.1, the Directors may appoint any person as a Director.

- (b) The Company in general meeting may by resolution appoint any person as a Director.
- (c) A Director need not be a Member.

4.3 Tenure

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

4.4 Additional or Casual Director

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

4.5 Removal of Director

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

4.6 Vacation of office

- (a) A Director may resign from office by giving the Company notice in writing.
- (b) Subject to the Act, the Company may by resolution passed at a general meeting remove any Director, and if thought fit, appoint another person in place of that Director.

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

4.7 Alternate Directors

- (a) With the approval of a majority of the other Directors, a Director may appoint a person as an alternate director of that Director for any period.
- (b) An Alternate Director need not be a Member.
- (c) The appointing Director may terminate the appointment of his or her Alternate Director at any time.
- (d) A notice of appointment, or termination of appointment, of an Alternate Director is effective only if:
 - (i) the notice is in writing;
 - (ii) the notice is signed by the Director who appointed that Alternate Director; and
 - (iii) the Company is given a copy of the notice.
- (e) Subject to this Constitution and the Act, an Alternate Director may:
 - (i) attend, count in the quorum of, speak at, and vote at a meeting of Directors in place of his or her appointing Director if that Director is not present at a meeting; and
 - (ii) exercise any other powers (except the power under Article 4.7(a)) that his or her appointing Director may exercise.
- (f) An Alternate Director cannot exercise any powers of his or her appointing Director if that appointing Director ceases to be a Director.
- (g) A person does not cease to be a Director under Article 4.7(f) if that person retires as a Director at a meeting of Members and is re-elected as a Director at that meeting.
- (h) Subject to Article 4.8(d), the Company is not required to pay any remuneration to an Alternate Director.

- (i) An Alternate Director is an Officer of the Company and not an agent of his or her appointing Director.

4.8 Remuneration of Directors

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

4.9 Interests of Directors

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

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

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

5. Officers

5.1 President

- (a) The Board may appoint one Director as President of the Company, for any period and on any terms (including, subject to Article 4.8, as to remuneration) as the Board resolves.
- (b) Subject to any agreement between the Company and the President, the Board may remove or dismiss the President at any time, with or without cause.
- (c) The Board may delegate any of its powers (including the power to delegate) to the President.
- (d) The Board may revoke or vary:
 - (i) the appointment of the President; or
 - (ii) any power delegated to the President.
- (e) The President must exercise the powers delegated to him or her in accordance with any direction of the Board.
- (f) The exercise of a delegated power by the President is as effective as if the Board exercised its power.
- (g) A person ceases to be the President if the person ceases to be a Director.

5.2 Secretary

- (a) The Board may appoint one or more Secretaries, for any period and on any terms (including as to remuneration) as the Board resolves.

- (b) Subject to any agreement between the Company and a Secretary, the Board may remove or dismiss a Secretary at any time, with or without cause.
- (c) The Board may revoke or vary the appointment of a Secretary.

5.3 Public Officer

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

5.4 Indemnity and insurance

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

6. Powers of the Company and Directors

6.1 General powers

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

6.2 Execution of documents

- (a) If the Company has a common seal, the Company may execute a document if that seal is fixed to the document and the fixing of that seal is witnessed by:
 - (i) 2 Directors;
 - (ii) a Director and a Secretary; or
 - (iii) a Director and another person appointed by the Directors for that purpose.
- (b) The Company may execute a document without a common seal if the document is signed by:
 - (i) 2 Directors;
 - (ii) a Director and a Secretary; or
 - (iii) a Director and another person appointed by the Directors for that purpose.
- (c) The Company may execute a document as a deed if the document is expressed to be executed as a deed and is executed in accordance with Article 6.2(a) or 6.2(b).
- (d) The Board may resolve, generally or in a particular case, that any signature on certificates for Members may be affixed by mechanical or other means.
- (e) Negotiable instruments may be signed, drawn, accepted, endorsed or otherwise executed by or on behalf of the Company in the manner and by the persons as the Board resolves.

6.3 Attorney or agent

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

6.4 Register of Securities

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

6.5 Committees and delegates

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

6.6 Members Committee

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

- (a) the Members Committee will be comprised of at least four Members appointed by the Board and with whom the Board may consult in respect of issues concerning Membership or that otherwise may affect the rights and obligations of a Member;
- (b) each member of the Members Committee will be appointed by the Board for a period of twelve months and is eligible for reappointment, but may be removed by the Board at any time; and
- (c) if a member of the Members Committee ceases to be a Member, the Board may appoint a successor to the person ceasing to be a Member.

7. Proceedings of Directors

7.1 Written resolutions of Directors

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

7.2 Meetings of Directors

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

7.3 Who can call meetings of Directors

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

7.4 How to call meetings of Directors

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

7.5 Quorum

- (a) Subject to the Act, a quorum for a meeting of Directors is:
 - (i) if the Directors have fixed a number for the quorum, that number of Directors; and
 - (ii) in any other case, 2 Directors entitled to vote on a resolution that may be proposed at that meeting.
- (b) In determining whether a quorum for a meeting of Directors is present:
 - (i) where a Director has appointed an Alternate Director, that Alternate Director is counted if the appointing Director is not present;
 - (ii) where a person is present as Director and an Alternate Director for another Director, that person is counted separately provided that there is at least one other Director or Alternate Director present; and
 - (iii) where a person is present as an Alternate Director for more than one Director, that person is counted separately for each appointment provided that there is at least one other Director or Alternate Director present.
- (c) A quorum for a meeting of Directors must be present at all times during the meeting.
- (d) If there are not enough persons to form a quorum for a meeting of Directors, one or more of the Directors (including those who have an interest in a matter being considered at that meeting) may call a general meeting of the Company and the general meeting may pass a resolution to deal with the matter.

7.6 Vacancies

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

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

7.7 President as Chair

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

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

7.8 Resolutions of Directors

- (a) A resolution of Directors is passed if more votes are cast in favour of the resolution than against it.
- (b) Subject to Article 4.9 and this Article 7.8, each Director has one vote on a matter arising at a meeting of the Directors.
- (c) In determining the number of votes a Director has on a matter arising at a meeting of Directors:
 - (i) where a person is present as Director and an Alternate Director for another Director, that person has one vote as a Director and, subject to Article 4.7(e), one vote as an Alternate Director; and
 - (ii) where a person is present as an Alternate Director for more than one Director, that person has, subject to Article 4.7(e), one vote for each appointment.
- (d) Subject to the Act, in case of an equality of votes on a resolution at a meeting of Directors, the chairperson of that meeting has a casting vote on that resolution in addition to any vote the chairperson has in his or her capacity as a Director in respect of that resolution.
- (e) A Director may request that votes be cast anonymously in relation to any resolution proposed in accordance with Article 1.6(a) of Schedule 6.

7.9 Committee of Directors

- (a) Subject to any restrictions in this Constitution or under the Act, the Board may delegate any of its powers to any Committee consisting of such number of Directors as the Board thinks fit.
- (b) Each Committee must exercise all of its powers in accordance with the directions (if any) of the Board, and any exercise by the Committee of any of its powers is deemed to have been an exercise of such power by the Board as a whole.
- (c) Each Committee may elect one of the Directors of the Committee to chair all the meetings of the Committee and, where the Committee comprises of one Director, that Director will be the chair. Where at any meeting of any Committee:
 - (i) such chair has not been elected; or
 - (ii) the chair is not present within 15 minutes after the time appointed for the holding of the meeting, or is unwilling to act,

the Directors present at the meeting may elect one of their number to chair the meeting.
- (d) Each Committee may meet and adjourn as it thinks proper.
- (e) Subject to any requirements in this Constitution or the Act, any question arising at any Committee's meeting will be decided by a simple majority of votes of the Directors who are present at the meeting and entitled to vote in relation to the question.
- (f) In the case of an equality of votes at any Committee's meeting, the chair of the meeting has a casting vote in addition to any deliberative vote which the chair has.

8. Use of Facilities by Non-Members

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

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

9. Operator

9.1 General

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

9.2 Remuneration of Operators

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

9.3 Powers of Operators

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

10. Financial Records and Reports

10.1 Financial Records

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

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

10.2 Financial Reports to be tabled

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

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

by the earlier of 21 days before the next AGM after the end of that financial year, or four months after the end of that financial year.

- (c) Subject to any restrictions under the Act, any accidental omission to give a report pursuant to Article 10.2, or a non-receipt of such report by a Member, does not invalidate any of the proceedings of the AGM.

10.3 Members' Right to Inspect

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

11. Notices

11.1 Notice to Members

- (a) The Company may give Notice to a Member:
- (i) in person;
 - (ii) by sending it by post to the address of the Member in the Register or the alternative address (if any) nominated by that Member;
 - (iii) by sending it to the fax number nominated by that Member;
 - (iv) by sending it in pdf or other format that is a scanned image of the original communication, including a handwritten signature, and attached to an email stating that the attachment is a communication under this Constitution sent to the email address (if any) nominated by that Member;
 - (v) if permitted by the Act, by sending it by other electronic means (if any) nominated by that Member; or
 - (vi) by any other means permitted by the Act.
- (b) Subject to the Act, a Notice to a Member is sufficient, even if:
- (i) a Cessation Event occurs in respect of that Member; or
 - (ii) that Member is an externally administered body corporate,
- and regardless of whether or not the Company has notice of that event.
- (c) Any Notice required or allowed to be given by the Company to one or more Members by advertisement is, unless otherwise stipulated, sufficiently advertised if advertised once in a daily newspaper circulating in the states and territories of Australia.

11.2 Notice to Directors

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

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

11.3 Notice to the Company

A person may give Notice to the Company:

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

11.4 Time of service

- (a) A notice sent by post to an address within Australia is taken to be given:
 - (i) in the case of a notice of meeting, one Business Day after it is posted; or
 - (ii) in any other case, at the time at which the notice would be delivered in the ordinary course of post.
- (b) A notice sent by post or air-mail to an address outside Australia is taken to be given:
 - (i) in the case of a notice of meeting, 5 Business Days after it is posted; or
 - (ii) in any other case, at the time at which the notice would be delivered in the ordinary course of post.
- (c) A notice sent by air courier to a place outside Australia is taken to be given 2 Business Days after delivery to the air courier.
- (d) A notice sent by fax is taken to be given on the Business Day it is sent, provided that the sender's transmission report shows that the whole notice was sent to the correct fax number.

- (e) A notice sent by email is taken to be given at the time that it is sent, unless the party sending the email knows or reasonably ought to suspect that the email and the attached communication were not delivered to the addressee's domain specified in the email address, but if the time the notice is taken to be received is not on a Business Day or is after 5.00 pm, the communication is taken to be received at 9.00 am on the next Business Day.
- (f) If the Act permits a notice of meeting to be given to a Member by notifying the Member (using the nominated notification means of that Member):
- (i) that the notice of meeting is available; and
 - (ii) how the Member may use the nominated access means of that Member to access the notice of meeting,
- the notice of meeting is taken to be given on the Business Day after the day on which the Member is notified that the notice of meeting is available.
- (g) The giving of a notice by post, air-mail or air courier is sufficiently proved by evidence that the notice:
- (i) was addressed to the correct address of the recipient; and
 - (ii) was placed in the post or delivered to the air courier.
- (h) A certificate by a Director or Secretary of a matter referred to in Article 11.4(g) is sufficient evidence of the matter, unless it is proved to the contrary.

11.5 Signatures

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

12. Company distributions

12.1 No distributions to Members

- (a) Subject to Article 12.1(b), the Company must not make any distributions to any Members, whether by way of dividend or in respect of any surplus assets on winding up or otherwise.
- (b) Subject to Article 4.8, the Company may make the following payments to a Member of:
- (i) reasonable remuneration to any Member in consideration for services rendered or goods supplied by that Member to the Company in the ordinary course of business;
 - (ii) interest at a reasonable rate on money borrowed by the Company from any Member;
 - (iii) reasonable rent for premises leased to the Company by any Member; or
 - (iv) any other reasonable amount of a similar character to those described in this Article 12.1(b).

12.2 Winding up

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

13. Liability of Members on Winding Up

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

- (a) contribute an amount not exceeding \$1.00 to the property of the Company:
- (i) at a time when that person is a Member; or
 - (ii) within one year of the time that person ceased to be a Member,
- for:
- (iii) payment of the debts and liabilities of the Company contracted before that person ceased to be a Member;
 - (iv) payment of the costs, charges and expenses of winding up the Company; and
 - (v) adjustment of the rights of the contributories among themselves; and
- (b) pay any other amounts due and payable to the Company under this Constitution including any outstanding Subscription Fees and Special Levies & Charges.

Schedule 1 - Classes of Membership

1. What types of Membership are there?

1.1 Classes of Membership

The Company is divided into the following Classes of Membership:

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

1.2 Additional Classes and sub-categories of Membership

Subject to Article 6 of Schedule 3, the Company may at any time:

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

2. How many Members will the Company have?

2.1 Number of Members in each Class

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

Class of Membership	Number of Members
Foundation Members	Two
Owner Members	The same number as there are Lots
Resident Members	Unlimited
Precinct Members	Unlimited, subject to Article 2.1(b) of this Schedule 1

- (b) A maximum number of **[insert]** persons who meet the Membership Qualification for Precinct Membership and who are not officers or employees of a business conducted on a Lot will be entitled to Precinct Membership at any given time, unless otherwise approved by the Board in its absolute discretion.
- (c) The Board may, subject always to Article 6 of Schedule 3, vary the maximum number of Members permitted in any Class from time to time in its absolute discretion.

Schedule 2 - Membership Qualification

1. Who is entitled to become a Member?

1.1 General

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

1.2 Membership Qualification

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

(a) **Foundation Members**

Sayers Road Holdings Pty Ltd ACN 642 534 567

Hogans Road Holdings Pty Ltd ACN 642 534 683

(b) **Owner Member**

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

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

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

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

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

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

B. the registered proprietor of a Lot if that person can produce to the Board either:

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

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

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

(c) **Resident Member**

Any:

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

(d) **Precinct Member**

Any:

- (i) individual who is an owner or officer of a business, or
- (ii) permanent employee of a business (whether on a full-time or part-time or casual basis, but excluding third party contractors),

whose place of business or employment (as the case may be) is situated on a Lot within the Alamora Project Land.

Schedule 3 - Membership Rights and Obligations

1. Foundation Membership

1.1 Rights of the Foundation Members

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

1.2 Obligations of the Foundation Members

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

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

2. Owner Membership

2.1 Rights of an Owner Member

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

- (c) The Board may in its absolute discretion permit an Owner Member to nominate any person who does not qualify for nomination under this Article 2.1.

2.2 Obligations of an Owner Member

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

3. Resident Membership

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

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

4. Precinct Membership

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

- (a) A Precinct Member is not entitled to nominate any person to enjoy the rights of Precinct Membership instead of the Precinct Member.
- (b) A Precinct Member is not entitled to invite Guests to utilise the Facilities.

- (d) A Precinct Member is entitled to attend, but is not entitled to vote at any General Meeting, whether before or after the Completion Date.

5. Summary of Membership Rights and Obligations

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

6. Variation of Classes and Class rights

- (a) Subject to the Act, Article 1.1 of Schedule 5 and the terms of Membership of a particular Class of Members, the Company may vary or cancel rights of Members of that Class if a resolution is passed by 75% of Members of the Company to that effect and:
- (i) the resolution is also passed by 75% of the Members included in that Class; or
 - (ii) the written consent of Members who are entitled to at least 75% of the votes that may be cast in respect of Members of that Class is obtained to the variation or cancellation.
- (b) The provisions in this Constitution concerning meetings of Members (with the necessary changes) apply to a meeting held under Article 6(a) of this Schedule.
- (c) Despite anything else in this Article 6, a Foundation Member may not use its rights to vote at meetings of Members to change its rights and obligations as set out in Article 1 of this Schedule 3 prior to the Completion Date.

7. By-Laws and Rules

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

Summary of Membership Rights and Obligations

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

Schedule 4 - Applications for Membership

1. How do you apply for Membership?

1.1 Who may apply for Membership?

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

1.2 Application for Membership

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

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

1.3 When does a person become a Member?

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

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

1.4 Ownership of Membership

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

1.5 Certificates of Membership

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

Schedule 5 - Fees

1. Fees and other payments

1.1 Determination of Fees

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

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

1.2 Payment of Fees

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

1.3 Interest on late payments

Subject to Article 1.2(c) of this Schedule 5, a Member must pay to the Company:

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

1.4 Waiver of fees

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

1.5 Subscription Fees

- (a) Each Owner Member must pay a Subscription Fee at such intervals as the Board determines which may be, without limitation, quarterly, bi-annually or yearly in advance.
- (b) Subject to Article 1.5(c) and Article 1.5(d) of this Schedule, the Subscription Fees payable by Members referred to in Article 1.5(a) of this Schedule 5 will be determined by the Board from time to time having regard to the costs of operating and maintaining the Facilities (including any fees payable to an Operator) and the costs of operating the Company.
- (c) The Subscription Fees payable by an Owner Member referred to in this Article 1.5 may be discounted or deferred by the Board in its sole discretion.
- (d) The Board in its sole discretion may increase the Subscription Fees for any Class of Membership or sub-category within a Class of Membership at any time during a Membership Year with effect from the commencement of the next Membership Year.

1.6 Special Levies & Charges

Each Owner Member must pay to the Company any Special Levies & Charges imposed under Article 1.1 of this Schedule 5.

1.7 Company payments on behalf of a Member

- (a) A Member or, if the Member is deceased, the Member's Personal Representative, must indemnify the Company against any liability which the Company has under any law to make a payment (including payment of a tax) in respect of that Member.
- (b) A Member or, if the Member is deceased, the Member's Personal Representative, must pay to the Company immediately on demand:
 - (i) the amount required to reimburse the Company for a payment referred to in Article 1.7(a) of this Schedule 5; and
 - (ii) pay to the Company interest at the rate specified in Article 1.8 of this Schedule 5 on any amount referred to in Article 1.1 of this Schedule 5 paid by the Company, from the date of payment by the Company until and including the date the Company is reimbursed in full for that payment.
- (c) The powers and rights of the Company under this Article 1.7 are in addition to any right or remedy that the Company may have under the law which requires the Company to make a payment referred to in this Article 1.7.
- (d) The Company may waive any or all of its rights under this Article 1.7.

1.8 Interest

- (a) A person must pay interest under this Article 1.8 to the Company:
 - (i) at a rate the Board resolves; or

- (ii) if the Board does not resolve, at a rate per annum which is 2% above the rate at the time being fixed under section 2 of the Penalty Interest Rates Act 1983 (Vic).
- (b) Interest payable to the Company under this Article 1.8 accrues daily.
- (c) The Company may capitalise interest payable under this Article at any interval as the Board resolves.

2. GST

2.1 Interpretation

Expressions used in this Article and in the GST Act have the same meanings as when used in the GST Act.

2.2 GST exclusive amount

Except where this Constitution states otherwise, each amount payable by a party ("**Recipient**") in respect of a taxable supply by the other party ("**Supplier**") shall be expressed as a GST exclusive amount and the Recipient must, in addition to that amount and at the same time, pay to the Supplier the GST payable in respect of the supply.

2.3 Creditable acquisition

An amount payable by a Recipient in respect of a creditable acquisition by a Supplier from a third party must not exceed the sum of the value of the Supplier's acquisition and the additional amount payable by the Recipient under Article 2.2 of this Schedule 5 on account of the Supplier's GST liability.

2.4 Tax invoice

A party is not obliged, under Article 2.2 of this Schedule 5, to pay the GST on a taxable supply to it until given a valid tax invoice for the supply.

Schedule 6 - Transfer, Transmission, Suspension, Cancellation and Reinstatement of Memberships

1.1 No transfers

The rights of a Member are not transferable whether by operation of law or otherwise.

1.2 Transmission of Membership

On the death of any Owner Member who is registered as proprietor of a Lot:

- (a) the surviving proprietor of the Relevant Lot, where the deceased was a joint proprietor; or
- (b) the Personal Representative, where the deceased was the sole proprietor or a proprietor as tenant in common of the Relevant Lot,

is entitled to apply for Owner Membership of the Company in consequence of cancellation of the deceased's Owner Membership upon producing such information as is required by the Board. Despite any recognition of the surviving proprietor in respect of a joint tenancy of the Relevant Lot, the estate of the deceased is not released from any liability in respect of such Owner Membership.

1.3 Suspension of Membership

The Board may suspend a Membership for any period of time it determines if, at any time:

- (a) the Board forms the view that the Member to which that Membership relates has acted in a way unbecoming of a Member;
- (b) the Member owes any money to the Company for a period of at least 90 days including, without limitation in relation to unpaid Subscription Fees and Special Levies & Charges; or
- (c) the Member breaches any provision of this Constitution.

A Member will be ineligible to vote at any meeting of the Company during the period of suspension.

1.4 Ceasing to be a Member

- (a) A person will cease to be a Member if:
 - (i) the Member resigns in accordance with Article 1.5 of this Schedule 6;
 - (ii) the Member is expelled under Article 1.6 of this Schedule 6; or
 - (iii) a Cessation Event occurs in respect of the Member.
- (b) The estate of a deceased Member is not released from any liability in respect of that person being a Member.

1.5 Resignation

- (a) A Member may resign as a Member by giving the Company notice in writing.
- (b) Unless the notice provides otherwise, a resignation by a Member takes effect immediately on the giving of that notice to the Company.

1.6 Expulsion

- (a) Subject to Article 1.6(b) of this Schedule 6, the Company may expel a Member and remove the Member's name from the Register by a resolution of the Board if:
 - (i) an Expulsion Event occurs in respect of the Member; and
 - (ii) the Company gives that Member at least 10 Business Days' notice in writing:
 - A. stating the Expulsion Event and stating that the Member is liable to be expelled; and
 - B. informing the Member of a right under Article 1.6(b) of this Schedule 6.
- (b) Before the passing of any resolution under Article 1.6(a) of this Schedule 6, a Member is entitled to give the Board and the Board shall receive, either orally or in writing, any explanation or defence of the stated Expulsion Event the Member may think fit.
- (c) If a resolution is passed under Article 1.6(a) of this Schedule 6, the Company must give that Member notice in writing of the expulsion within 10 Business Days of the resolution.
- (d) A Member may by notice in writing to the Company within 10 Business Days of receipt of the notice referred to in Article 1.6(c) of this Schedule 6, request that a resolution under Article 1.6(a) of this Schedule 6 be reviewed by the Company at the next general meeting.
- (e) If a request under Article 1.6(d) of this Schedule 6 is made, the Company must propose at the next general meeting of the Company that a resolution be moved to overturn the expulsion and reinstate the Membership of the Member concerned.
- (f) A resolution under Article 1.6(e) of this Schedule 6 must be passed by at least 51% of the votes cast by Members entitled to vote on the resolution.
- (g) A Board resolution under Article 1.6(a) of this Schedule 6 takes effect:
 - (i) if the Member does not give a notice under Article 1.6(d) of this Schedule, on the date of the resolution; or
 - (ii) if the Member gives a notice under Article 1.6(d) of this Schedule, on the date (if any) the resolution is not overturned by a general meeting of the Company.
- (h) The Company may reinstate an expelled Member on any terms and at any time as the Board resolves, including a requirement that all amounts due but unpaid by the expelled Member are paid prior to that person's reinstatement as a Member.

1.7 No refunds to expelled Members

A Member who is expelled by resolution of the Board and who does not have their expulsion overturned by a general meeting of the Company is not entitled to any refund of Fees paid by that Member to the Company.

1.8 Reinstatement

The Board may, at any time and under any conditions it determines (including the payment of a reinstatement fee), and without giving reasons, reinstate the Membership of a Member following suspension or expulsion under Articles 1.3 and 1.6 of this Schedule 6 respectively.

Schedule 7 - Definitions and interpretation

1. Definitions

In this Constitution:

"Act" means the *Corporations Act 2001* (Commonwealth);

"AGM" means an Annual General Meeting as referred to in Article 3.3;

"Alamora Project Land" means the land known as 1071 Sayers Road, Tarneit in the State of Victoria comprising:

- (a) Lot S on Plan of Subdivision 822740Y, more particularly described in Certificate of Title Volume 12239 Folio 715; and
- (b) Lot B on Plan of Subdivision 735353R, more particularly described in Certificate of Title Volume 11863 Folio 169;

"Alternate Director" means a person for the time being holding office as an alternate director of the Company under Article 4.7;

"Applicant" means a person who wishes to apply for Membership in accordance with the terms of this Constitution;

"Application" means any application for Membership involving the lodgement of a duly completed Application Form with the Company;

"Application Form" means the Membership application form prescribed by the Board as referred to in Article 1.2(a) of Schedule 4;

"Auditor" means any and all auditors of the Company for the time being as appointed in accordance with the Act;

"Board" means all of the Directors for the time being of the Company or such number of them as having authority to act for the Company in accordance with this Constitution;

"Business Day" means a day except a Saturday, Sunday or public holiday in Melbourne;

"By-laws and Rules" means by-laws and rules made by the Board pursuant to Article 6.1(d)(v);

"Certificate" means any Membership certificate or card issued by the Company in accordance with Article 1.5 of Schedule 4;

"Cessation Event" means:

- (a) if a Member ceases to satisfy the Membership Qualification;
- (b) if a Member is an individual:
 - (i) death, bankruptcy or insolvency of that Member; or
 - (ii) that Member becoming of unsound mind or becoming a person whose property is liable to be dealt with under a law about mental health; or
- (c) if a Member is a body corporate, the deregistration of that Member under the laws of the jurisdiction of its registration;

"Class" means a class of Membership referred to in Article 1.1 of Schedule 1;

"Committee" means any committee comprised of any number of Directors or other persons, as provided in this Constitution, and includes the Members Committee;

"Company" means Club Alamora Limited;

"Completion Date" means the date which is two years after settlement of the sale of the last Lot by a Developer, or such earlier date as the Foundation Members jointly nominate;

"Constitution" means this Constitution as amended, substituted or supplemented which shall, if required for the purposes of the Liquor Control Reform Act, constitute the rules of the Company;

"Developer" means any one or more of:

- (a) Sayers Road Holdings Pty Ltd ACN 642 534 567;
- (b) Hogans Road Holdings Pty Ltd ACN 642 534 683;
- (c) any Related Body Corporate or joint venture partner of Sayers Road Holdings Pty Ltd ACN 642 534 567 and/or Hogans Road Holdings Pty Ltd ACN 642 534 683; and/or
- (d) any successor of Sayers Road Holdings Pty Ltd ACN 642 534 567 and/or Hogans Road Holdings Pty Ltd ACN 642 534 683;

"Directors" means the directors of the Company for the time being and, where the context permits, includes an Alternate Director;

"Domestic Relationship" means the relationship between two people who are living together as a couple on a genuine domestic basis irrespective of gender;

"Expulsion Event" means, in respect of a Member:

- (a) the Member has intentionally, recklessly or negligently breached a provision of this Constitution;
- (b) the conduct of the Member, in the opinion of the Directors, is unbecoming of the Member or prejudicial to the interests or reputation of the Company;
- (c) any Fees payable by the Member remain unpaid for a period of 10 Business Days after their due date for payment and the Member fails to make a suitable arrangement with the Company in respect of the payment of all outstanding amounts;
- (d) the Member is, or any step is taken for the Member to become, either an insolvent under administration or an externally administered body corporate; or
- (e) the Member, following a period of suspension under Article 1.3 of Schedule 6, continues to act in a manner unbecoming of a Member;

"Facilities" means the facilities constructed by or on behalf of the Developer for use by Members and others, and:

- (a) includes, without limitation, a residents' club incorporating a gymnasium, resort style play pool, three lane outdoor lap pool, function room and parent's lounge; and

- (b) may include by agreement with the Company:
- (i) fixtures fittings and equipment necessary for the operation and management of the Facilities, including but not limited to gymnasium equipment and furniture; and
 - (ii) particular energy efficiency measures;

"Fees" means the fees and levies referred to in Article 1.1 of Schedule 5, including Subscription Fees and Special Levies & Charges;

"Foundation Member" means a Member who is registered as having a Foundation Membership;

"Foundation Membership" means the Membership of a Foundation Member having the rights, privileges and prohibitions specified in Article 1 of Schedule 3, and the obligations set out in the remaining parts of this Constitution;

"General Meeting" means any meeting of Members or of any Class of Members and, where the context permits, includes an AGM;

"GST" has the same meaning as ascribed to that term in the GST Act;

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

"Guest" means, in relation to a Member or Nominee, a guest of that Member or Nominee who is invited by the Member or Nominee to use the Facilities in the presence of the Member or Nominee (except in the case of a tenant of a Relevant Lot who need not be in the presence of the Member or Nominee) as determined by the Board and in accordance with this Constitution, and who is otherwise deemed acceptable by the Board to use the Facilities in its sole and absolute discretion;

"Lease" means any lease entered into between either the Developer or the Owners Corporation as Lessor and the Company as lessee in respect of property within the Alamora Project Land;

"Legal Costs" of a person means legal costs incurred by that person in any action for a Liability of that person;

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

"Liability" of a person means any liability incurred by that person as an Officer of the Company or a subsidiary of the Company;

"Liquor Control Reform Act" means the *Liquor Control Reform Act 1998* (Victoria);

"Member" means a person whose name is entered in the Register as a member of the Company as a Foundation Member, Owner Member, Resident Member or Precinct Member and excludes a Nominee of a Member;

"Members Committee" means any committee of Members established in accordance with Article 6.6;

"Membership" means membership in the Company, and includes Foundation Membership, Owner Membership, Resident Membership and Precinct Membership;

"Membership Qualification" means, for the purposes of Foundation Membership, Owner Membership, Resident Membership or Precinct Membership, the eligibility criteria specified in Schedule 2;

"Membership Year" means a period commencing on 1 July and finishing on 30 June the following year;

"Nominee" means a person (subject to approval by the Board) nominated in accordance with this Constitution by a Foundation Member or Owner Member under the terms of this Constitution as that Member's nominee who is entitled to enjoy the rights and privileges, and in return is subject to the prohibitions and is bound by the obligations of a Foundation Member or Owner Member (as applicable), under this Constitution (other than, in the case of a Nominee of a Foundation Member, in respect of the payment of the Subscription Fee and Special Levies & Charges);

"Notice" means a notice given pursuant to, or for the purposes of, this Constitution or the Act;

"Officer" of the Company has the same meaning as given in the Act;

"Operator" means any person who for the time being holds the office of operator pursuant to Article 9 of this Constitution and if there is more than one Operator, each of them;

"Owner Member" means a Member who is registered as having an Owner Membership;

"Owner Membership" means the Membership of an Owner Member having the rights, privileges and prohibitions specified in Article 2 of Schedule 3, and the obligations set out in the remaining parts of this Constitution;

"Owners Corporation" means Owners Corporation No. 1 on PS 841640V;

"Personal Representative" means the legal personal representative, executor or administrator of the estate of a deceased person;

"Precinct Member" means a Member who is registered as having an Precinct Membership;

"Precinct Membership" means the Membership of a Precinct Member having the rights, privileges and prohibitions specified in Article 4 of Schedule 3, and the obligations set out in the remaining parts of this Constitution;

"Prescribed Notice" means 21 days or any shorter period of notice for a meeting allowed under the Act;

"Relevant Lot" means, in respect of:

- (a) each Owner Member, the Lot which that Member owns or resides; and
- (b) each Resident Member, the Lot at which the Resident Member resides;

"Register" means the register of Members kept under the Act and, where appropriate, includes any branch register;

"Registered Office" means the registered office of the Company;

"Related Body Corporate" has the same meaning as in the Act;

"Relevant AGM" means the second AGM following the Completion Date;

"Relevant Officer" means a person who is, or has been, a Director, Secretary or public officer of the Company;

"Resident" means a person:

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

"Resident Member" means a Member who is registered as having a Resident Membership;

"Resident Membership" means the Membership of a Resident Member having the rights, privileges and prohibitions specified in Article 3 of Schedule 3, and the obligations set out in the remaining parts of this Constitution;

"Secretary" means a person appointed as, or to perform the duties of, company secretary of the Company for the time being;

"Special Levies & Charges" means, in relation to a Member, the special levies and charges referred to in Article 1.6 of Schedule 5, which are imposed by the Board for Special Purposes;

"Special Purposes" means any purposes determined by the Board including, without limitation, capital works and maintenance of the Facilities, special projects and any unexpected expenses of the Company arising out of an act of God (including floods, fires, droughts, storms, earthquakes, vermin, insects and other pests);

"Special Resolution" has the meaning given to that term under the Act;

"Spouse" means a person to whom an Owner Member or nominee of that Owner Member is married or with whom an Owner Member or nominee of that Owner Member is in a Domestic Relationship; and

"Subscription Fee" means the annual subscription fee determined by the Board in accordance with Article 1.5 of Schedule 5.

2. Interpretation

- (a) In this Constitution:
 - (i) a reference to a meeting of Members includes a meeting of any Class of Members;
 - (ii) a Member is taken to be present at a meeting of Members if the Member is present in person or by proxy, attorney or representative;
 - (iii) a reference to something being **"written"** or **"in writing"** includes that thing being represented or reproduced in any mode in a visible form; and
 - (iv) where a notice or document is required by this Constitution to be signed, that notice or document may be authenticated by any other manner permitted by the Act or any other law, instead of being signed.
- (b) In this Constitution, headings are for convenience only and do not affect interpretation, and unless the context indicates a contrary intention:
 - (i) words importing the singular include the plural (and vice versa);
 - (ii) words indicating a gender include every other gender;
 - (iii) the word **"person"** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

- (iv) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and
 - (v) the word **"includes"** in any form is not a word of limitation.
- (c) Unless the context indicates a contrary intention, in this Constitution:
- (i) a reference to an Article or a schedule is to an article or a schedule of this Constitution;
 - (ii) a reference in a schedule to an Article is to an Article of that schedule;
 - (iii) a schedule is part of this Constitution; and
 - (iv) a reference to this Constitution is to this Constitution (and where applicable any of its provisions) as modified or repealed from time to time.
- (d) Unless the context indicates a contrary intention, in this Constitution, a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it.
- (e) Unless the context indicates a contrary intention:
- (i) an expression in a provision of this Constitution that deals with a matter dealt with by a provision of the Act has the same meaning as in that provision of the Act; and
 - (ii) an expression in a provision of this Constitution that is defined in section 9 of the Act has the same meaning as in that section.

3. Exercise of powers

Where this Constitution confers a power or imposes a duty, then, unless the contrary intention appears, the power may be exercised and the duty must be performed from time to time as the occasion requires.

4. Enforcement and invalid provisions

- (a) Each Member submits to the non-exclusive jurisdiction of the courts of the state or territory in which the Company is taken to be registered for the purposes of the Act, the Federal Court of Australia and the courts competent to determine appeals from those courts with respect to any proceedings that may be brought at any time relating to this Constitution.
- (b) If at any time any provision of this Constitution is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, then that does not affect or impair:
 - (i) the legality, validity or enforceability in that jurisdiction of any other provision of this Constitution; or
 - (ii) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Constitution.

RESIDENTS CLUB AGREEMENT

Residents' Club Agreement

Club Alamora Limited (ACN [insert])

Company

Owners Corporation No. 1 PS [insert subsequent plan no]

Owners Corporation

Clayton Utz
Lawyers
Level 18 333 Collins Street
Melbourne VIC 3000
GPO Box 9806
Melbourne VIC 3001
DX 38451 333 Collins VIC
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Our reference 14193/21126/81008073

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Residents' Club Agreement made on

Parties **Club Alamora Limited (ACN [insert])**
of Level 1, 6 Riverside Quay, Southbank Victoria 3006 (**Company**)

Owners Corporation No. 1 PS [insert subsequent plan no]
of [insert] (**Owners Corporation**)

Background

- A. The Company leases or will lease land on which Facilities are constructed or are to be constructed from Owners Corporation No. 1 on PS 841640V.
- B. The Company has agreed or will agree at the request of Owners Corporation No. 1 on PS 841640V in accordance with the Lease to make the Facilities available to owners and residents of lots affected by certain other owners corporations.
- C. The Owners Corporation wishes the Facilities to be made available to owners and Residents of Lots affected by the Owners Corporation.
- D. Subject to the Owners Corporation agreeing to pay fees to the Company in accordance with this Agreement, the Company has agreed to make membership of the Company available to owners and Residents of Lots affected by the Owners Corporation in accordance with the terms of the Constitution.

Operative provisions

1. Definitions and interpretations

1.1 Definitions

In this Agreement:

Alamora Project Land means the land known as (or formerly known as) 1071 Sayers Road, Tarneit in the State of Victoria comprising:

- (a) Lot S on Plan of Subdivision 822740Y, more particularly described in Certificate of Title Volume 12239 Folio 715; and
- (b) Lot B on Plan of Subdivision 735353R, more particularly described in Certificate of Title Volume 11863 Folio 169;

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

Constitution means the constitution of the Company, as amended from time to time;

Facilities means the facilities constructed or to be constructed on that part of the land formerly described in certificate of title volume 12239 folio 715 which the Company leases or in the future leases and includes the Residents' Clubhouse;

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

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

Lease means the lease or proposed lease of part of the land formerly described in certificate of title volume 12239 folio 715 between Sayers Road Holdings Pty Ltd ACN 642 534 567 as

landlord and the Company as tenant registered in dealing number [insert] or which is intended to be registered at the Victorian Land Registry;

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

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

- (a) members of the Owners Corporation; and
- (b) other persons authorised to use the Residents' Clubhouse and associated facilities in accordance with the constitution of the Company;

Owner Member means an Owner Member of the Company, as defined in the Constitution;

Resident means a person:

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

Residents' Clubhouse means that part of the land formerly described in certificate of title volume 12239 folio 715 which the Company leases or in future leases and which is used or to be used as a recreational clubhouse incorporating a gymnasium, resort style play pool, three lane outdoor lap pool, function room and parent's lounge, together with all improvements located on that land.

1.2 Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (a) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
- (b) "**person**" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (c) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (d) a reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (e) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (f) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;

- (g) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Agreement, and a reference to this Agreement includes all schedules, exhibits, attachments and annexures to it;
- (h) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (i) "includes" in any form is not a word of limitation; and
- (j) a reference to "\$" or "dollar" is to Australian currency.

2. Membership of Company

The Company at its cost must make membership of the Company available to owners and Residents of Lots affected by the Owners Corporation in accordance with the terms of the Constitution, subject to payment of fees by the Owners Corporation in accordance with clause 3 and the Constitution of the Company from time to time.

3. Fees

3.1 Owners Corporation to pay Fees

- (a) In consideration of the Company making membership of the Company available to owners and Residents of Lots affected by the Owners Corporation in accordance with clause 2, the Owners Corporation must pay to the Company, on and from the Operating Commencement Date, an amount equal to the aggregate of:

$$A \times B$$

where in each year (or part thereof):

A is the amount equal to the annual subscription fee payable by an Owner Member of the Company under the Constitution for that year (or part thereof); and

B is the number of Lots affected by the Owners Corporation for that year (or part thereof).

- (b) Subject to clause 3.1(c), the payment required under clause 3.1(a) must be made by the Owners Corporation within thirty (30) days of the Owners Corporation receiving a written demand from the Company to do so.
- (c) The Company may make demands for partial payment of the amount due under this clause 3.1 but must not make a demand for any payment:
 - (i) less than three (3) months after the immediately preceding demand; or
 - (ii) if the amount demanded, when aggregated with any amount previously paid by the Owners Corporation under this clause 3.1, exceeds the aggregate of:

$$C \times D$$

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 Company under the Constitution for that year (or part thereof); and

D is the number of Lots affected by the Owners Corporation for that year (or part thereof).

3.2 Exclusion of Owners Corporation Members

- (a) The Company may exclude any member of the Owners Corporation who is a member of the Company and/or their guests and/or Residents of the Lot or Lots owned by that member from accessing the Facilities if the Owners Corporation or the Owners Corporation Manager has notified the Company that the Owners Corporation member has not paid their Owners Corporation fees.
- (b) Nothing in clause 3.2(a) affects the primary obligation of the Owners Corporation to pay fees to the Company in accordance with clause 3.1.

4. Maintenance

- (a) The Company agrees to maintain, or procure the maintenance of:
 - (i) any landscaping within the Alamora Project Land for which the Owners Corporation is responsible at the request of the Owners Corporation;
 - (ii) any entrance feature constructed or to be constructed at any of the entrances to the Alamora Project Land at the request of the Owners Corporation; and
 - (iii) other facilities or features within the Alamora Project Land as may be requested from time to time by the Owners Corporation.
- (b) In addition to the payment required in clause 3, the Owners Corporation must pay to the Company the reasonable cost of any maintenance requested in accordance with clause 4(a) within 30 days of receiving a written demand from the Company to do so.

5. GST

5.1 Interpretation

Expressions used in this clause and in the GST Act have the same meanings as when used in the GST Act.

5.2 GST exclusive amount

Except where this Agreement states otherwise, each amount payable by a party (**Recipient**) under this Agreement in respect of a taxable supply by the another party (**Supplier**) is expressed as a GST exclusive amount and the Recipient must, in addition to that amount and at the same time, pay to the supplier the GST payable in respect of the supply.

5.3 Creditable Acquisition

An amount payable by a Recipient in respect of a creditable acquisition by a Supplier from a third party must not exceed the sum of the value of the Supplier's acquisition and the additional amount payable by the Recipient under clause 5.2 on account of the Supplier's GST liability.

5.4 Tax Invoice

A party is not obliged, under clause 5.2, to pay the GST on a taxable supply to it under this Agreement, until given a valid tax invoice for the supply.

6. General

6.1 Entire agreement

To the extent permitted by law, in relation to its subject matter, this Agreement:

- (a) embodies the entire understanding of the Parties, and constitutes the entire terms agreed by the Parties; and
- (b) supersedes any prior written or other agreement of the Parties.

6.2 Obligations falling on a non-Business Day

Any moneys falling due on a date other than a Business Day shall be paid on the next succeeding Business Day without interest or any other amount being payable in respect of the period from but not including the date on which the moneys fell due for payment up to and including the next succeeding Business Day.

6.3 Partnership Negatived

Nothing contained in this Agreement shall be deemed or construed by the Parties or any third party as creating the relationship of partnership or of principal and agent or of a joint venture between the Parties.

6.4 Amendments

This Agreement may only be varied by a document signed by or on behalf of each party.

6.5 Governing law

This Agreement is governed by and must be construed according to the law applying in Victoria.

6.6 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of Victoria, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Agreement; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 6.6(a).

6.7 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this Agreement by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this Agreement.
- (b) A waiver or consent given by a party under this Agreement is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of a term of this Agreement operates as a waiver of another breach of that term or of a breach of any other term of this Agreement.

6.8 Further acts and documents

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this Agreement.

6.9 Severance

If at any time a provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

6.10 Signature of Documents

Each party shall and shall procure each of its servants and agents to sign execute and deliver all such documents instruments and writings and shall do and shall procure to be done all such other acts and things as may be necessary or desirable to give full effect to this Agreement.

6.11 Consents

Save where otherwise specifically provided in this Agreement, where, the doing or executing of any act matter or thing by one party is dependent or conditional upon the consent or approval or opinion or satisfaction of the other party, such consent approval or opinion (as the case may be) shall be obtained in writing prior to the doing or executing of the applicable act matter or thing.

6.12 Consents

A consent required under this Agreement from a party may not be unreasonably withheld, unless this Agreement expressly provides otherwise.

6.13 Assignment

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior consent of each other party.

6.14 Expenses

Except as otherwise provided in this Agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this Agreement.

6.15 Binding on each signatory

This Agreement binds and is enforceable against each party despite:

- (a) any other party not executing this Agreement or its execution being defective in any way; or
- (b) any obligation or liability of any other party under this Agreement not binding, or not being enforceable against, that party for any reason.

6.16 Notices

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Agreement:

- (a) must be in writing;
- (b) must be addressed as follows (or as otherwise notified by that party to each other party from time to time):

Company

Name: Club Alamora Limited
 Address: Level 1, 6 Riverside Quay, Southbank Vic 3006
 Fax:
 For the attention of:

Owners Corporation

Name:
 Address:
 Fax:
 For the attention of:

- (c) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
- (d) must be delivered by hand or posted by prepaid post to the address, or sent by fax to the number, of the addressee, in accordance with clause 6.16(b); and
- (e) is taken to be received by the addressee:
 - (i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;
 - (ii) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail;
 - (iii) (in the case of fax) at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent; and
 - (iv) (in the case of delivery by hand) on delivery,

but if the communication is taken to be received on a day that is not a working day or after 5.00 pm, it is taken to be received at 9.00 am on the next working day ("working day" meaning a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally, in the place to which the communication is posted, sent or delivered).

Executed as a deed.

Executed by Club Alamora Limited ACN
[insert] in accordance with section 127 of the
Corporations Act by or in the presence of:

(Signature of Secretary/other Director)

(Name of Secretary/other Director in full)

Executed by Owners Corporation No. 1 PS
[insert subsequent plan no]:

(Signature of Director or Sole Director and
Secretary)

(Name of Director or Sole Director and Secretary in
full)

OWNERS CORPORATION RULES

ALAMORA

Tarneit

Owners Corporation Rules
January 2021

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1. **Interpretation**

These Rules are to be interpreted having regard to the following objectives of the Owners Corporation:

- (a) Club Alamora
securing membership of Club Alamora for Owners of Lots and Occupiers;
- (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;

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 which is set out in clause 7 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 Alamora means any facilities erected by the Developer on Land that is leased to Club Alamora Limited and made available for the use of all Owners of Lots and Occupiers;

Common Property means that part of the Land shown in the Plan 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 Alamora Design Guidelines (a copy of which can be obtained from the website at Alamora.villawoodproperties.com.au/purchaser-info) as amended from time to time;

Developer means Sayers Road Holdings Pty Ltd or its assignee;

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

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

Lot means any lot on the Plan;

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

Owner means Sayers Road Holdings Pty Ltd 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;

Owners of Lots means the registered proprietors of Lots on the Plan save and except for the Owner;

Plan means Plan of Subdivision No. PS841640V 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 Owners of Lots;

VCAT means the Victorian Civil and Administrative Tribunal established under the **Victorian Civil and Administrative Tribunal Act 1998**.

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 Lots

The Owner may:

- (i) use any Lots or any part of the Common Property for display purposes including a sales office and car parking;
- (ii) allow prospective purchasers of any Lot to inspect any 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) Development Rights

Notwithstanding any other rule, the Owner:

- (i) is entitled to progressively develop staged lots as set out in the Plan;
- (ii) is entitled to incorporate further land into the Plan, to become part of the Development;
- (iii) 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.

4. Use of Lots – Developer

(a) Display Lots

The Developer may:

- (i) use any Lots or any part of the Common Property for display purposes including a sales office and car parking;
- (ii) allow prospective purchasers of any Lot to inspect any 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) Development Rights

Notwithstanding any other rule, the Developer:

 - (i) is entitled to progressively develop staged lots as set out in the Plan;
 - (ii) is entitled to incorporate further land into the Plan, to become part of the Development;
 - (iii) 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.

5. **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) 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;
- (c) Driveway

Must construct a driveway leading from the Residence to the road prior to the occupation of the Residence by the Owners of Lots or any Occupier;
- (d) 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;
- (e) 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;
- (f) Nature Strip

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

- (g) 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;
- (h) Vermin

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

Must keep the Lot free of rubbish, debris or any other item save and except for items which might ordinarily be found in domestic suburban gardens;
- (j) Insurance

Must ensure that any improvements, including the Residence, constructed on the Lot are insured for full replacement value;
- (k) 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 Owners of Lots by the Developer until the Date of Completion of the Development or thereafter by the Owners Corporation or its delegate or agent;
- (l) 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
- (m) Enforcement Costs

Must pay all costs incurred by the Developer and/or the Owners Corporation in respect of the enforcement of these Rules or the Design Guidelines in respect of the Owners of Lots.

6. **Amenity Controls**

All Owners of Lots must not and must ensure that any Occupier, guest or invitee of a Lot or to a Lot does not and the Occupier must not do any of the following:

- (a) No Breach

Must not breach any provisions of the Design Guidelines, whether on Common Property, on a Lot or in the vicinity of a Lot;
- (b) No Alterations

Must 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) No Interference with Cabling

Must 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

Must 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 Owners of Lots or Occupiers of Lots or the visitors of any Owners of Lots or Occupiers;

(e) Garage

Must not use the garage in a Lot for any purpose other than as a garage for vehicles and for general storage purposes, unless the garage in a Lot is used as an office in a display home in a display village but then only for so long as the Lot is used for display purposes;

(f) Restrictions on Carparking

(i) Commercial vehicles

Must 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

Must 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

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.

(g) Vehicle Repairs

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 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 and advertising
- Must not erect or display any sign, hoarding or advertising of any description whatsoever on a Lot (including a "For Sale" sign) unless:
- (i) the sign is a "home for sale" sign on a Lot not being a vacant Lot erected or displayed after completion of a dwelling;
 - (ii) the sign is for builders or tradespersons identification during construction of the Residence provided:
 - (A) the sign has a maximum size of 600mm x 600mm; and
 - (B) the sign is removed within 10 days of the issue of the occupancy permit.
- (i) Fencing
- (i) Must not construct any fence that does not comply with the Design Guidelines;
 - (ii) Must not alter or remove any fence without the approval of the Owners Corporation;
 - (iii) Must not allow any fence to fall into a state of disrepair;
 - (iv) Must 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) Must 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
- Must not :
- (i) damage or alter the Common Property;
 - (ii) mark, paint or otherwise damage or deface any structure that forms part of the Common Property;
- (l) No Interference with Common Property
- Must 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
- Must 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) No Storage on Common Property
- Must 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) Not Cause a danger
- Must not keep the Lot in a manner which is dangerous or likely to cause danger to life or property or the reputation of the Land;
- (p) Noise
- Must 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 any person entitled to use or enjoy a Lot or the Common Property;
- (q) Behaviour
- Must 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 other Owners of Lots, Occupiers or to any person lawfully using the Common Property.
- (r) Pets and Animals
- (i) Must not allow animals, except common household pets, in a Lot and the behaviour of pets in a Lot must be controlled so that it does not interfere with the enjoyment of a Lot by others;
 - (ii) Dogs are not allowed on the Common Property except if on a leash or carried;
 - (iii) Any Owners of Lots or Occupiers who keep and maintain a pet will be liable for any and all action by the pet whether or not the Owners of Lots or Occupiers had knowledge, notice or forewarning of the likelihood of such action;
 - (iv) If any animal causes a nuisance the Owners Corporation may give notice that the animal is causing a nuisance. If the Owners of Lots or Occupiers do not take steps to prevent further nuisance from occurring the Owners Corporation may give notice to remove the animal from the Lot. The Owners of Lots or Occupiers must remove the animal from the Lot or the Common Property immediately upon receipt of the notice from the Owners Corporation;
- (s) No Trade of Business
- Owners of Lots or Occupiers must not use that Lot or any part of the Common Property for any trade or business nor permit others to do so unless:
- (i) the Planning Scheme governing the use of that Lot permits the trade or business to be carried on from that Lot; and

- (ii) any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with,

however, if a trade or business can be carried on, and is carried on, without causing undue nuisance to other Owners of Lots and Occupiers the Owners Corporation may at its sole discretion authorise in writing the carrying on of such trade or business.

7. **Builders' Site Refuse Guidelines**

- (a) All Owners of Lots and Occupiers have an obligation to keep the entire Development tidy.
- (b) The litter refuse system used by Owners of Lots and Occupiers 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.
- (c) All Owners of Lots during the construction phase of a Residence on a Lot must inform the builder of the contents of these Builders' Site Refuse Guidelines.
- (d) 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.
- (e) 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:
 - (i) be at a height of not less than 1.5m;
 - (ii) be capable of preventing litter from being transported from a building site by wind; and
 - (iii) have not more than one access opening fitted with gates, which is located to correspond with the vehicle crossing referable to the Lot.
- (f) 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. Builders must ensure all records supplied (Waste Audit) by the skip providers are submitted to the site and project managers or if not applicable the Owners Corporation and must at a minimum they meet the 60% waste recovery targets.
- (g) Builders should aim to source products and goods locally where possible.
- (h) Builders should source products they know to have minimal packaging or will return packaging to the supplier. e.g. timber pallets, large plastic containers, large timber or plastic spools.
- (i) All Vegetative debris must be recycled onsite in accordance with the Construction Environmental Management Plan.
- (j) Prior to commencing work builders must ensure that they have completed the site induction with waste minimisation techniques.
- (k) All Owners of Lots and their 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 an Owner of Lots fails to do so the Owner of Lots and their builder will be exposed to prosecution by the local municipal council under the **Litter Control Act**.

- (l) All Owners of Lots or their builder must as soon as is reasonably practicable repair all damage that has been caused by the Owners of Lots or their builder or any other person engaged on behalf of the Owners of Lots to any part of Alamora 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 Alamora.
- (m) In the event that Owners of Lots fail to comply with this Rule or any notice served upon such Owners of Lots by the Owners Corporation in accordance with this Rule, such Owners of Lots irrevocably 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 this Rule; and
 - (ii) the Owners Corporation is entitled to recover the entire cost of the cleaning up on the Lot from such Owners of Lots on the basis that the cost is an Owners Corporation charge for which such Owners of Lots solely benefit and are solely responsible for the payment of.

8. **Owners Corporation - Provision of Services and Levies**

All Owners of Lots agree that:

(a) Services

The Owners Corporation may provide the following services:

- (i) procuring the use of the facilities known as Club Alamora for the benefit of all Owners of Lots;
- (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 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 Owners of Lots or Occupiers 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 Owners of Lots.

9. **Club Alamora Facility Rules**

(a) Additional Rules

The Owners Corporation may make additional rules relating to the use of Club Alamora on the condition that those rules are consistent with these Rules.

(b) Breach

A breach of any rules made by the Owners Corporation pursuant to Rule (a) will be deemed to be a breach of these Rules.

10. **Non-Compliance**

(a) Recovery of Costs

If any Owners of Lots of Occupiers have not complied with these Rules within 14 days after service of a notice by the Owners Corporation specifying any non-compliance, such Owners of Lots of Occupiers agree that:

- (i) the Owners Corporation, its employees, contractors, or agents is irrevocably permitted to enter the Lot and rectify the non-compliance;
- (ii) the Owners of Lots must pay to the Owners Corporation any charges levied against the it 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) Owners of Lots must accept a certificate signed by the Owners Corporation Manager as prima facie proof of the costs and expenses incurred by the Owners Corporation relating to the non-compliance with these Rules;
- (iv) Owners of Lots must pay interest at the rate prescribed under the *Penalty Interests Rates Act 1983* on outstanding fees and charges 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;
- (vi) any costs incurred by the Owners Corporation relating to the non-compliance are costs incurred in the performance of a service to such Owners of Lots; and
- (vii) Nothing in this rule in any way derogates from the Owners of Lots obligation to comply with Sections 48 to 50 inclusive and 128 to 137 inclusive of the **Owners Corporation Act 2006**.

(b) Enforcement

If Owners of Lots have not complied with these Rules within 14 days after service of a notice from the Owners Corporation pursuant to the preceding clause the Owners Corporation may take action in a Court of competent jurisdiction to compel the Owners of Lots 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 due in an action in VCAT or any court of competent jurisdiction from the Owner of Lots who were the registered proprietors at the time when the breach occurred.

11. **GST**

(a) Definition

For the purposes of these Rules:

- (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 Owners of Lots or Occupiers to the Owners Corporation for any levy or other money or consideration payable or to be given by Owners of Lots or Occupiers 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 Owners of Lots 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 Owners of Lots are required to pay the Primary Payment in respect of which the GST relates.

12. **Incorporation of Owners Corporation Act**

To the extent permitted by Sections 138 and 140 and Schedule 1 of the **Owners Corporation Act 2006** and the law the Owners Corporation adopts as rules the provisions of the **Owners Corporation Act 2006** including but not limited to:

- (a) Sections 48 to 50 inclusive;
- (b) Section 117;
- (c) Part 7,

and section 32 of the **Sale of Land Act 1962** and a breach of any such section shall constitute a breach of these rules.

13. **Dispute Resolution**

- (d) The grievance procedure set out in this rule applies to disputes involving a Member, Owners Corporation Manager, or an Occupier or the Owners Corporation.
- (e) The party making the complaint must prepare a written statement in the approved form.
- (f) If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- (g) 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.
- (h) 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.
- (i) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (j) 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 and or Part 11 of the **Owners Corporations Act 2006**.

Schedule 1

Design Assessment Panel

14. Definitions

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

Applicant means the Owner of Lots 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.

15. Design Assessment Panel

(a) Establishment

The Developer has established the Design Assessment Panel to administer the Design Guidelines up until the Date of Completion of the Development.

(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 15;
- (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) it acts as secretary of the Design Assessment Panel in receiving, reviewing and distributing all correspondence addressed or directed to the Design Assessment Panel.
- (iv) it receives and accounts 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.

16. **Meetings of the Design Assessment Panel**

(a) Meeting

The Design Assessment Panel constituted in accordance with rule 15 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.

17. **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 Applicant 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 Applicant 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 Applicant. If damage is caused then the Owners Corporation and the Design Assessment Panel may, without prejudice to its rights against the Applicant, 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.

18. Works Carried out by the Member

- (a) Development
 - (i) No Applicant may develop a Lot without Approval.
 - (ii) Development must be in accordance with the Approval.
 - (iii) Once an Applicant 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 Applicant 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 Applicant 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 Applicant 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) An Applicant 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 Applicant'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) An Applicant 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.

19. **Proceeding with Works**

(a) Carry Out Works

Upon receipt of Approval from the Design Assessment Panel the Applicant 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 Applicant fails to comply with this rule, any Approval given is to be deemed revoked unless the Design Assessment Panel, upon written request by the Applicant 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 Applicant 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 Applicant or would result in great hardship to the Applicant.

(d) Owners Corporation May Proceed

If the Applicant fails to comply with this rule, the Owners Corporation is to proceed in accordance with the provisions of rule 20 as though the failure to complete the improvements were a non-compliance.

20. **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 Applicant 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 Applicant, 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 Applicant 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 Applicant 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 Applicant does not comply with the notice as provided in rule (b) the Design Assessment Panel may at the expense of the Applicant 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.

21. **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 Applicant 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.

22. **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.

23. **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 18(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 17(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.



Vendor Statement

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

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

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

Land	Lot «LotNumber» on PS841640K, Alamora, Tarneit 3029	
Vendor's name	Sayers Road Holdings Pty Ltd ACN 642 534 567	Date
Vendor's signature	Janelle Maree Brown Attorney for the vendor	
Purchaser's name	«Purchaser1.Name»	Date
Purchaser's signature		
Purchaser's name	«Purchaser2.Name»	Date
Purchaser's signature		
Purchaser's name	«Purchaser3.Name»	Date
Purchaser's signature		
Purchaser's name	«Purchaser4.Name»	Date
Purchaser's signature		

1. FINANCIAL MATTERS

1.1 Rates, Taxes, Charges or Other Similar Outgoings affecting the land and any interest payable, are as follows:

- (a) Are contained in the attached certificates.
- (b) Amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge of, are as follows:
 - (i) The Property is not separately rated. The purchaser's proportion of the Outgoings at settlement, including land tax, shall be calculated in accordance with the proportion that the area of the Property bears to the total area of the lots on the Plan in respect of which the Outgoings are assessed.
 - (ii) Upon completion of the subdivision of the land, there may be a supplementary valuation for rating purposes which may result in a supplementary notice being issued for the Property. The purchaser will be responsible for the payment of that notice.
 - (iii) Following settlement, the purchaser will become a member of the Owners Corporation and will become liable to pay fees levied from time to time pursuant to the Owners Corporation Rules. The annual amount of Owners Corporation fees payable by each purchaser will be determined at the annual general meeting of the Owners Corporation. It is expected that Owners Corporation fees will be first levied at or about the time the club opens.
 - (iv) A community infrastructure levy of E\$1,210 at the time of building approval.

1.2 Charges (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, are as follows:

Fire Services Property Levy in accordance with the **Fire Services Property Levy Act 2012**.

1.3 Mortgages (whether registered or unregistered) over the land, which will not be discharged before the purchaser becomes entitled to possession or to the receipt of rents and profits, are as follows:

Nil.

1.4 Terms Contract - where the purchaser is obliged to make 2 or more payments to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, particulars are as follows:

Not applicable.

2. INSURANCE

2.1 Damage and Destruction - if the contract does not provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or to the receipt of rents and profits, particulars of any policy of insurance maintained by the vendor in respect of any damage to or destruction of the land are as follows:

Not applicable.

2.2 Owner-Builder - if there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act 1993* applies to the residence, particulars of any required insurance under that Act applying to the residence are as follows:

Not applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions affecting the land (whether registered or unregistered):

- (a) Any easement, covenant or other similar restriction affecting the land (whether registered or unregistered) –
 - (i) Are as set out in the attached copies of title documents.
 - (ii) Any easement created by section 98 of the **Transfer of Land Act 1958**, section 12(2) of the **Subdivision Act 1988** and any other easement noted on the Plan, a copy of which is contained in this vendor's Statement;
 - (iii) A sewer may affect the Property;
 - (iv) Any agreement under section 173 of the **Planning and Environment Act 1987** between the vendor and the Wyndham City Council (**Section 173 Agreement**) which relates to development issues;

- (v) Lot entitlement and liabilities as set out in the proposed plan of subdivision;
 - (vi) The Owners Corporation Rules of the Owners Corporation.
- (b) Particulars of any existing failure to comply with the terms of that easement, covenant 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.

3.2 Designated Bushfire Prone Area - information concerning whether the property is in a bushfire prone area under section 192A of the **Building Act 1993** is contained in the attached certificate.

3.3 Road Access - there is access to the property by road.

3.4 Planning Scheme - information concerning the planning scheme is contained in the attached certificate.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge particulars are as follows:

The vendor is not aware of, nor has it received any notices unless set out in the attached certificate and the planning permit for the development. The vendor has no way of knowing the contents of any of the documents referred to above unless communicated to the vendor by the relevant public authority or government department.

4.2 Livestock Disease or Contamination by Agricultural Chemicals - particulars of any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes are as follows:

The vendor is not aware of, nor has it received any notices. The vendor has no way of knowing the contents of any of the documents referred to above unless communicated to the vendor by the relevant public authority or government department.

4.3 Compulsory Acquisition - particulars of any notice of intention to acquire served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

The vendor is not aware of, nor has it received any notices.

5. BUILDING PERMITS

Information concerning building permits have been issued in the past 7 years under the **Building Act 1993** (required only where there is a residence on the land) is contained in the attached certificate.

6. OWNERS CORPORATION

The land is not currently affected by an Owners Corporation within the meaning of the **Owners Corporations Act 2006**.

Upon the registration of the Stage 1 plan of subdivision the land will be affected by an Owners Corporation. An owners corporation certificate with the required accompanying documents will be supplied to the purchaser following registration of the plan.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

The land is not affected by the GAIC. There is no work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*), certificate or notice relating to GAIC.

8. NON-CONNECTED SERVICES

The following services are **not** connected to the land:

- (a) electricity supply
- (b) gas supply
- (c) water supply
- (d) sewerage
- (e) telephone services

9. TITLE

Attached is a copy of the Register Search Statement and the document, or part of the document, referred to as a diagram location in the Register Search Statement that identifies the land and its location.

10. SUBDIVISION

10.1 Unregistered Subdivision

Attached is a copy of the latest version of the plan as the plan of subdivision has not yet been certified.

10.2 Staged Subdivision

- (a) Attached is a copy of the plan for the first stage.
- (b) Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with are as follows:
Not applicable
- (c) Details of any proposals relating to subsequent stages that are known to the vendor are as follows:
See attached staging plan
- (d) The contents of any permit under the **Planning and Environment Act 1987** authorising the staged subdivision are:
The Planning Permit authorising the staged subdivision will be provided to the purchaser when issued.

10.3 Further Plan of Subdivision

Attached is a copy of the latest version of the staging plan.

11. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

There is no certificate relating to Energy Efficiency Information applicable.

12. DUE DILIGENCE CHECKLIST

The **Sale of Land Act 1962** provides that the vendor or the vendor's licensed estate agent must ensure that a prescribed due diligence checklist is made available to any prospective purchasers from the time the land is offered for sale where that land is vacant residential land or land on which there is a residence. The due diligence checklist is not required to be provided with, or attached to, this vendor's statement but has been attached as a matter of convenience.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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



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

VOLUME 12239 FOLIO 715

Security no : 124087382756W
Produced 04/01/2021 01:39 PM

LAND DESCRIPTION

Lot S on Plan of Subdivision 822740Y.
PARENT TITLE Volume 12233 Folio 374
Created by instrument AT498696P 10/08/2020

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SAYERS ROAD HOLDINGS PTY LTD of LEVEL 1 6 RIVERSIDE QUAY SOUTHBANK VIC 3006
AT856722X 11/12/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT856723V 11/12/2020
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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
AN589268H 23/02/2017

DIAGRAM LOCATION

SEE PS822740Y FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AT856721A (E)	DISCHARGE OF MORTGAGE	Registered	11/12/2020
AT856722X (E)	TRANSFER	Registered	11/12/2020
AT856723V (E)	MORTGAGE	Registered	11/12/2020

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

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

ADMINISTRATIVE NOTICES

NIL

eCT Control 19249C MCCULLOUGH ROBERTSON LAWYERS
Effective from 11/12/2020

DOCUMENT END



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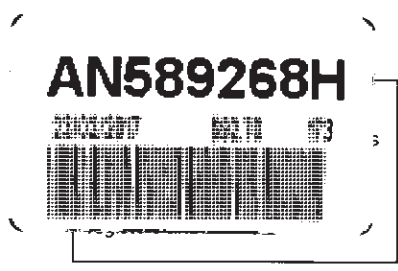
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Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987



Form 21

Lodged by:

Name: MADDOCKS
Phone: 03 9258 3555
Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008
Ref: TGM:6911180
Customer Code: 1167E

The Authority having made an agreement referred to in section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.

Land: Volume 7275 Folio 803

Responsible Authority: Wyndham City Council of 45 Princes Highway, Werribee, Victoria

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

A copy of the agreement is attached to this application

Signature for the Authority: [Handwritten Signature]
Name of officer: KELLY GRIGSBY
Position Held: CEO
Date: 13/2/17

AN589268H

23/02/2017 \$92.70 173



Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: Santa Rosa Farm Sayers Road, Tarneit

Agreement for Deferral of Development Contributions Liability

Wyndham City Council

and

Trukeel Pty Ltd ACN 005922065

AN589268H

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Agreement under section 173 of the Planning and Environment Act 1987

Dated / / **2016**

Parties

Name	Wyndham City Council
Address	45 Princes Highway, Werribee, Victoria
Short name	Council

Name	Trukeel Pty Ltd ACN 005922065
Address	C/- Level 5, 707 Collins Street, Melbourne, Victoria
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. Council is also the collecting agency under the Development Contributions Plan.
- C. Council enters into this Agreement in its capacity as the responsible authority and the collecting agency.
- D. The Owner is the registered proprietor of the Subject Land.
- E. The Development Contributions Plan applies to the Subject Land. It specifies the contributions required to fund the infrastructure necessary as a result of the development of the area for urban purposes.
- F. The Owner is required to pay the Levy in respect of the subdivision of the Subject Land pursuant to the Permit.
- G. The Owner has requested that Council, in its capacity as collecting agency, agree to defer the obligation for the Owner to pay the Levy for the subdivision of the Subject Land under the Planning Permit until the next subdivision of the Subject Land under a further permit at which time the levy will be payable in respect of the relevant stage authorised under that permit.
- H. Pursuant to the Planning Permit Council has agreed to the request on the terms set out in this Agreement.
- I. As at the date of this Agreement, the Subject Land is subject to a caveat in favour of Tarneit Estate Pty Ltd ACN 068 152 705 (formerly known as Mt Cooper Gardens Pty Ltd) and that corporation has consented to the recording of this Agreement on the certificates of title to the Subject Land.

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The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

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

Credit means a credit against the Levy.

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, mail@wyndham.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.

Development Contributions Plan means the Development Contributions Plan referred to in Schedule 3 being an incorporated document in the Planning Scheme and any other development contributions plan that applies to the Subject Land from time to time.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time under the Planning Permit.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth) as amended from time to time.

Levy means the development infrastructure levy that is required to be paid upon development of the Subject Land in accordance with the Planning Permit calculated and adjusted in accordance with the Development Contributions Plan.

Lot means a lot on the Endorsed 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.

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

Party or Parties means the Parties to this Agreement.

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Planning Permit means the Planning Permit set out in Schedule 1 which authorising the subdivision of the Subject Land.

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

Residential Lot means a lot created as a result of the subdivision of the Subject Land which in the opinion of Council is of a size and dimension such that it is intended to be developed as a housing lot without further subdivision.

Stage means a specified stage of the subdivision of the Subject Land as identified in any staging plan forming part of the Endorsed Plan.

Statement of Compliance means a Statement of Compliance under the Subdivision Act 1988.

Subject Land means the land being the land title details referred to in Schedule 2 to this Agreement 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
- 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.

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3. Purposes of Agreement

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

- 3.1 secure the future payment of the Levy for the Subject Land; and
- 3.2 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 has entered into this Agreement for the following reasons:

- 4.1 Council has granted consent to the Owner to defer the payment of the Levy for the Subject Land until the next subdivision of the Subject Land on the terms and conditions of this Agreement.

5. Agreement required

The Parties agree that this Agreement will continue to be required until:

- 5.1 the Owner has complied with all of the Owner's obligations unless Council confirms in writing that it is no longer required; and
- 5.2 Council confirms in writing that the Agreement is no longer required.

6. Obligations

The Owner acknowledge and agree that:

- 6.1 pursuant to Council's consent under this Agreement, the Owner has not paid the Levy in respect of the subdivision under the Planning Permit; and
- 6.2 at the time that the Owner seeks a Statement of Compliance in respect of any part of the Subject Land as part of the next subdivision, the Levy must be paid in respect of that part of the Subject Land that is in the relevant stage of the next subdivision unless Council in its capacity as collecting agency agrees in writing to a different time.

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 assignees.

7.2 Further actions

The Owner:

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

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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 agree to do all things 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.

7.4 Interest for overdue money

7.4.1 The Owner must pay to Council interest in accordance with s 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.

7.4.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

7.5 Notification of compliance with Owner's obligations

The Owner must notify Council of its compliance with all of the Owner's obligations.

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

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10.2 enter into a deed agreeing to be bound by the terms of this Agreement.

11. General matters

11.1 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 personally on the other Party;
- 11.1.2 by leaving it at the other Party's Current Address;
- 11.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 11.1.4 by email to the other Party's Current Email.

11.2 Counterparts

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

11.3 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.

11.4 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.

11.5 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.

11.6 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.

11.7 Governing law

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

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12. GST

- 12.1 In this clause words that are defined in A New Tax System (Goods and Services Tax) Act 1999 have the same meaning as their definition in the Act.
- 12.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 12.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 12.2 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 12.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 12.3.

13. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

14. Ending of Agreement

- 14.1 This Agreement ends:
 - 14.1.1 when the Owner has complied with all of the Owner's obligations; or
 - 14.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.
- 14.2 On the issue of a Statement of Compliance for a plan of subdivision for Residential Lots created over the Subject Land or earlier by agreement with Council, the Agreement ends in respect of that part of the Subject Land in the plan of subdivision in accordance with the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land.
- 14.3 The Owner may request in writing Council's consent to end the Agreement in respect of a Residential Lot in any Stage upon the issue of a Statement of Compliance in respect of that Stage.
- 14.4 After this Agreement has ended, Council will, at the Owner's written request and at the Owners cost, apply to the Registrar of Titles under s 183(1) of the Act to cancel the record of this Agreement.

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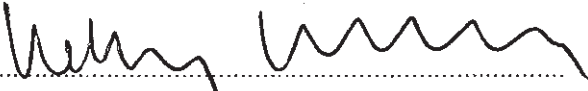
23/02/2017 \$92.70 173



Signing Page

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

EXECUTED as an agreement.)
Signed for and on behalf of the **Wyndham**)
City Council pursuant to Instrument of)
Delegation dated)



Date 13, 2, 17

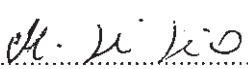
Executed by **Trukeel Pty Ltd ACN005922065**)
in accordance with s 127(1) of the)
Corporations Act 2001:)



Signature of Director

ANGELO DI DIO

Print full name



Signature of Director (or Company Secretary)

MARIA DI DIO

Print full name

AN589268H

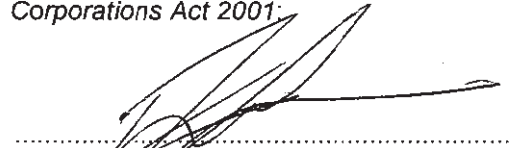
23/02/2017 \$92.70 173



Caveator's Consent

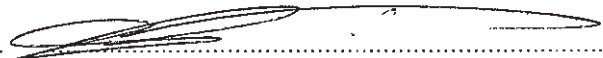
Traneit Estate Pty Ltd ACN 068152705 as caveator under instrument no. AM357304L consents to recording of this Agreement on each of the relevant Certificates of Title comprising Subject Land.

Executed by Traneit Estate Pty Ltd ACN
068152705 in accordance with s 127(1) of the
Corporations Act 2001:)
)
)
)



Signature of Director

Eddie Kintner
Print full name



Signature of Director (or Company Secretary)

Geoff Otis
Print full name

AN589268H



Schedule 1

Planning Permit details

- Planning Permit number WYP8933/16 issued on 22 June 2016

Schedule 2

Subject Land title details

- The land known as Santa Rosa Farm Sayers Road, Tameit being the land described in Certificate of Title Volume 7275 Folio 803

Schedule 3

Development Contribution Plan details

Wyndham North Development Contribution Plan



Imaged Document Cover Sheet


The document following this cover sheet is an imaged document supplied by LANDATA®, Victorian Land Registry Services.

Document Type	Plan
Document Identification	PS822740Y
Number of Pages (excluding this cover sheet)	6
Document Assembled	04/01/2021 13:42

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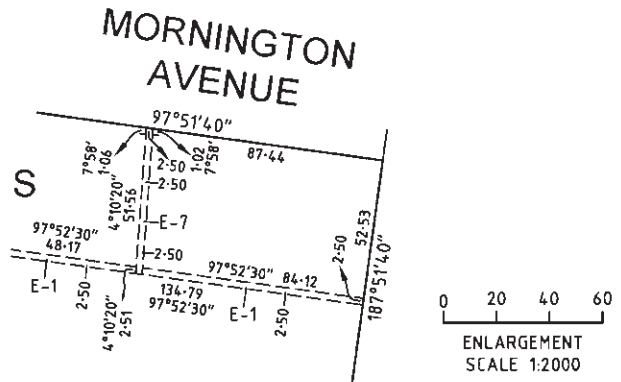
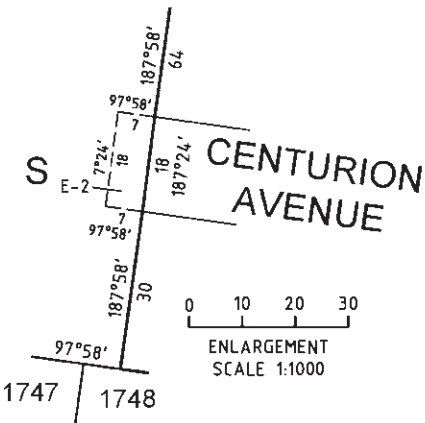
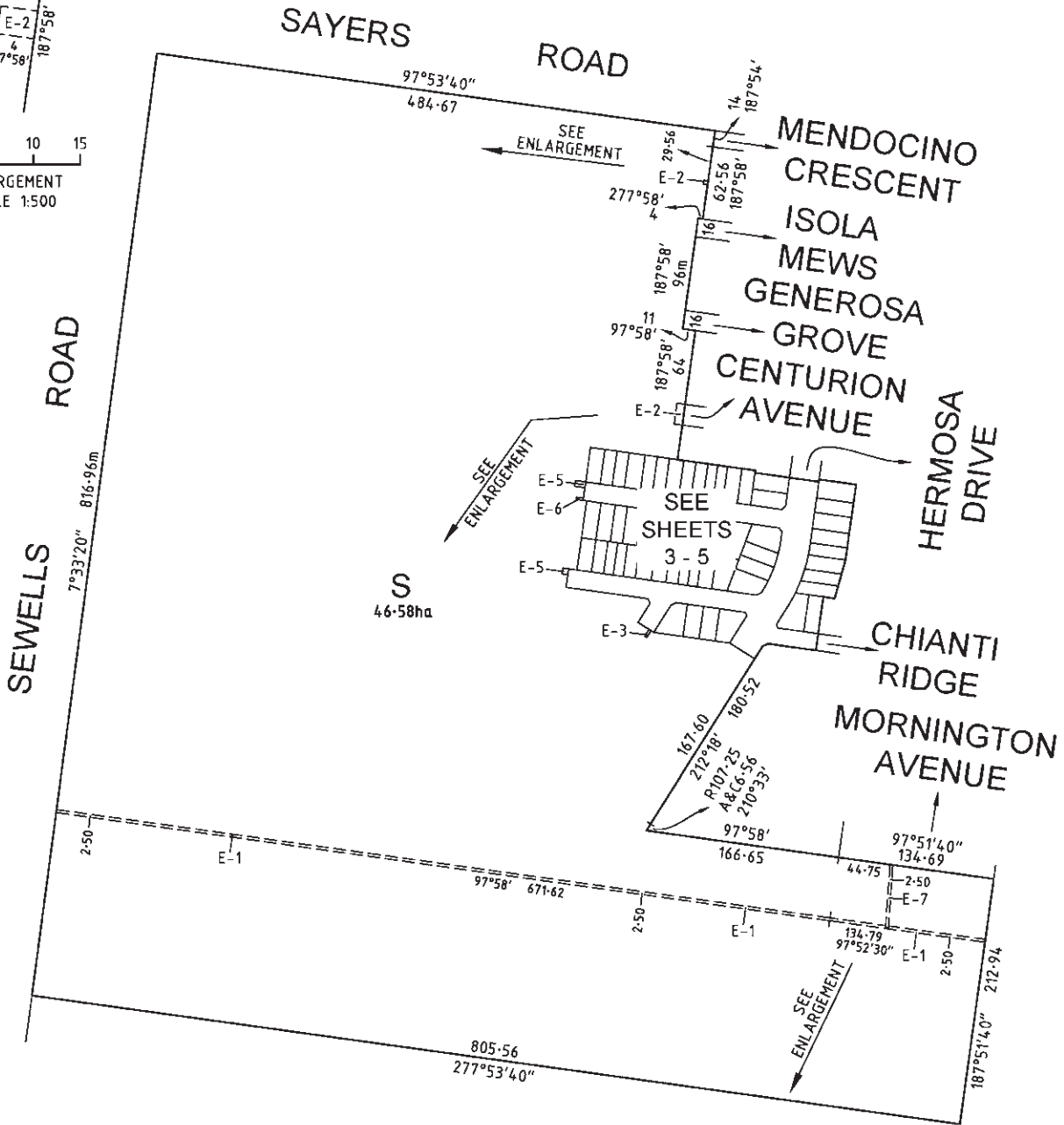
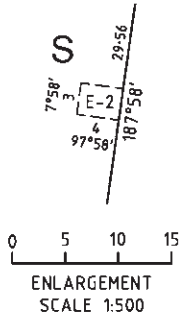
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PLAN OF SUBDIVISION		LUV USE ONLY EDITION 1	PLAN NUMBER PS822740Y	
<p style="text-align: center;">LOCATION OF LAND</p> <p>PARISH: TARNEIT</p> <p>TOWNSHIP: -</p> <p>SECTION: 8</p> <p>CROWN ALLOTMENT: A1 (PART)</p> <p>CROWN PORTION: -</p> <p>TITLE REFERENCES: Vol. 12233 FOL374</p> <p>LAST PLAN REFERENCE/S: PS822737M (LOT R)</p> <p>POSTAL ADDRESS: HERMOSA DRIVE (At time of subdivision) TARNEIT, 3029</p> <p>MGA84 Co-ordinates (of approx centre of land in plan) E 292 210 N 5 808 590 ZONE 55</p>		<p>Council Name: Wyndham City Council</p> <p>Council Reference Number: WYS4786/18 Planning Permit Reference: WYP10107/17 SPEAR Reference Number: S126977B</p> <p>Certification</p> <p>This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 16/05/2019</p> <p>Statement of Compliance</p> <p>This is a statement of compliance issued under section 21 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made</p> <p>Digitally signed by: Irene Baker for Wyndham City Council on 06/08/2020</p>		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	LOTS 1 TO 1700 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE RESTRICTIONS. SEE SHEET 6 FOR FURTHER DETAILS. EASEMENT E-4 HAS BEEN OMITTED ON THIS PLAN. OTHER PURPOSES OF THE PLAN: <ul style="list-style-type: none"> • REMOVAL OF DRAINAGE, SEWERAGE AND WATER SUPPLY EASEMENT E-2 ON PS822737M AS AFFECTS CHIANTI RIDGE ON THIS PLAN. • REMOVAL OF DRAINAGE EASEMENT E-5 ON PS822737M AS AFFECTS HERMOSA DRIVE AND CHIANTI RIDGE ON THIS PLAN. GROUND FOR REMOVAL: BY AGREEMENT OF ALL INTERESTED PARTIES UPON REGISTRATION OF THIS PLAN PURSUANT TO SECTION 6 (1)(k)(iv) OF THE SUBDIVISION ACT 1988.		
ROAD R1	WYNDHAM CITY COUNCIL			
NOTATIONS		DEPTH LIMITATION 15-24m BELOW THE SURFACE. STAGING This is/is not a staged subdivision. Planning permit No. SURVEY. THIS PLAN IS/IS NOT BASED ON SURVEY. THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s): PM17 (WERRIBEE), PM18, PM134, PM217, PM760 (TARNEIT) PROCLAIMED SURVEY AREA: <div style="display: flex; justify-content: space-between;"> <div style="text-align: left;"> <p>NEWGATE 17 3.165ha</p> </div> <div style="text-align: right;"> <p>56 LOTS</p> </div> </div>		
DEPTH LIMITATION 15-24m BELOW THE SURFACE. STAGING This is/is not a staged subdivision. Planning permit No. SURVEY. THIS PLAN IS/IS NOT BASED ON SURVEY. THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s): PM17 (WERRIBEE), PM18, PM134, PM217, PM760 (TARNEIT) PROCLAIMED SURVEY AREA: <div style="display: flex; justify-content: space-between;"> <div style="text-align: left;"> <p>NEWGATE 17 3.165ha</p> </div> <div style="text-align: right;"> <p>56 LOTS</p> </div> </div>				
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	SEWERAGE	SEE PLAN	PS820473G	CITY WEST WATER CORPORATION
E-2	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	PS822737M PS822737M	WYNDHAM CITY COUNCIL CITY WEST WATER CORPORATION
E-3	DRAINAGE	SEE PLAN	THIS PLAN	WYNDHAM CITY COUNCIL
E-5	DRAINAGE SEWERAGE WATER SUPPLY (THROUGH UNDERGROUND PIPES)	SEE PLAN SEE PLAN SEE PLAN	THIS PLAN THIS PLAN THIS PLAN	WYNDHAM CITY COUNCIL CITY WEST WATER CORPORATION CITY WEST WATER CORPORATION
E-6	SEWERAGE	SEE PLAN	THIS PLAN	CITY WEST WATER CORPORATION
E-7	SEWERAGE	SEE PLAN	PS817174L	CITY WEST WATER CORPORATION
 <p>2070S-17 VER G.DWG JO/AA</p>		SURVEYOR REF: 2070s-17		ORIGINAL SHEET SIZE: A3
Member of the Surbana Jurong Group		Digitally signed by: Gabrielle McCarthy, Licensed Surveyor, Surveyor's Plan Version (G), 23/07/2020, SPEAR Ref: S126977B		SHEET 1 OF 6 PLAN REGISTERED TIME: 9.34pm DATE: 10/08/2020 Assistant Registrar of Titles Denise Satti

PLAN OF SUBDIVISION

PLAN NUMBER
PS822740Y



2070s-17 VER G.DWG JO/AA

Melbourne Survey T 9869 0813 REF 2070s-17

SCALE 1:4000

LENGTHS ARE IN METRES

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Surveyor's Plan Version (G),
23/07/2020, SPEAR Ref: S126977B

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SHEET 2

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Wyndham City Council,
06/08/2020,
SPEAR Ref: S126977B

PLAN NUMBER
PS822740Y

PLAN OF SUBDIVISION

HERMOSA DRIVE



SEE SHEET 4

LAYLA CRESCENT R1

DRIVE

HERMOSA DRIVE

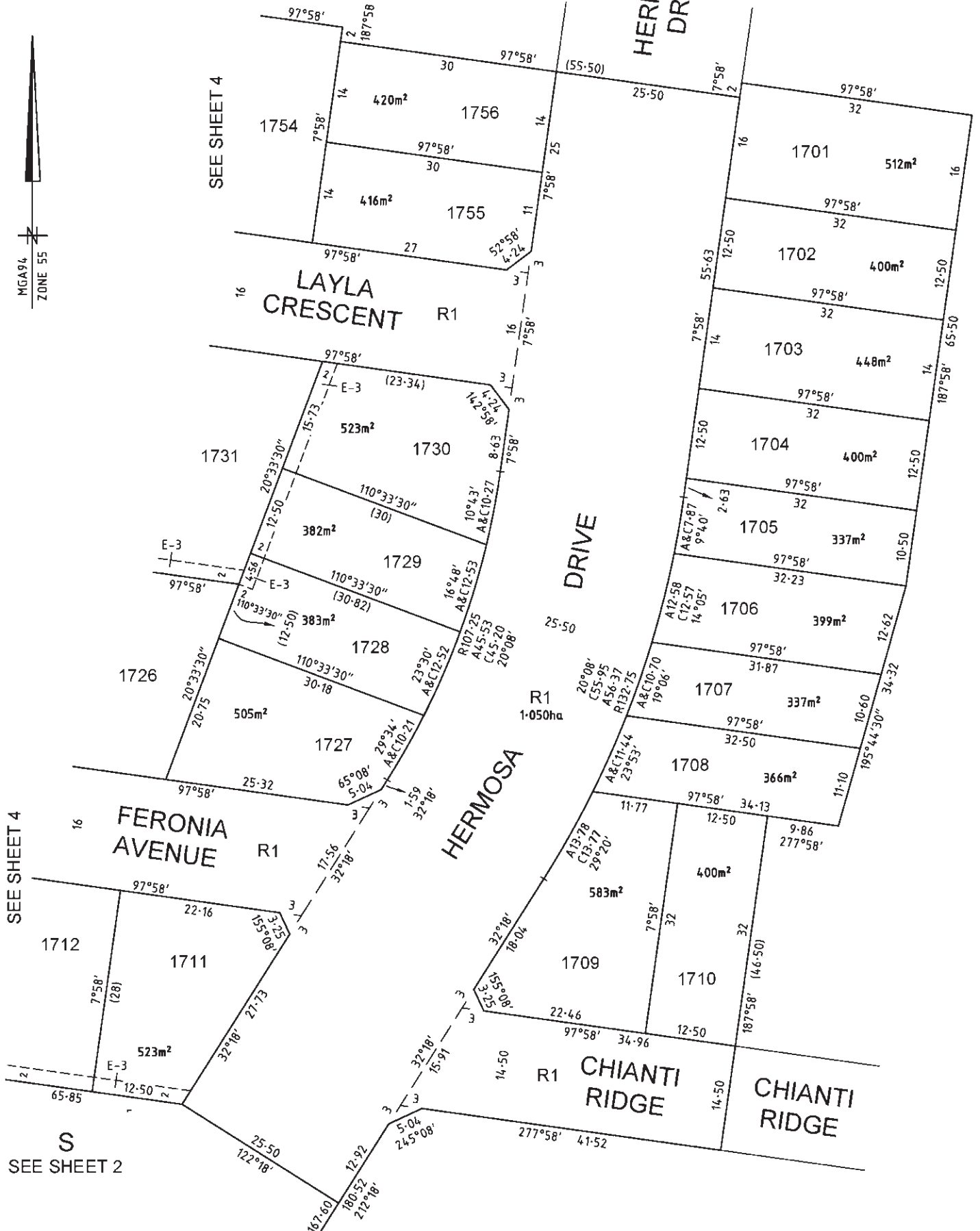
FERONIA AVENUE R1

CHIANTI RIDGE

CHIANTI RIDGE

SEE SHEET 4

S
SEE SHEET 2



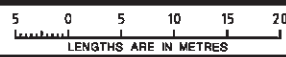
2070s-17 VER G.DWG JO/AA



Melbourne Survey T 9869 0813

REF 2070s-17

SCALE
1:500



ORIGINAL SHEET
SIZE: A3

SHEET 3

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23/07/2020, SPEAR Ref: S126977B

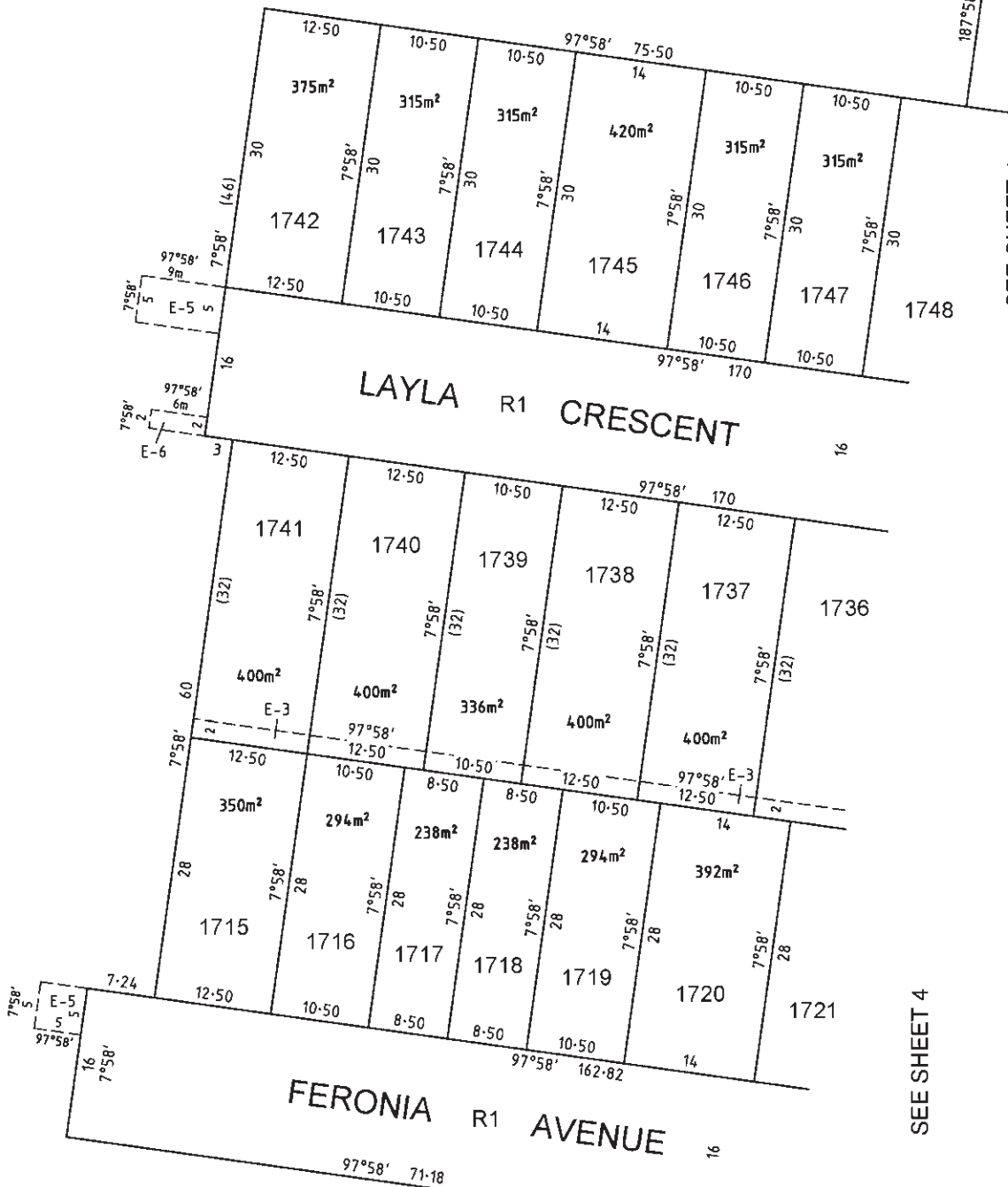
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Wyndham City Council,
06/08/2020,
SPEAR Ref: S126977B

PLAN OF SUBDIVISION

PLAN NUMBER
PS822740Y



S
SEE SHEET 2



SEE SHEET 4

SEE SHEET 4

S
SEE SHEET 2

ODARA MEWS
155.00'
4.34'
32°08' 19.49'

2070S-17 VER G.DWG JO/AA
SMEC
Melbourne Survey T 9869 0813 REF 2070s-17

SCALE 1:500
5 0 5 10 15 20
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

SHEET 5

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Digitally signed by: Wyndham City Council, 06/08/2020, SPEAR Ref: S126977B

PLAN OF SUBDIVISION

PLAN NUMBER
PS822740Y

CREATION OF RESTRICTION A

The following Restriction is to be created upon registration of Plan of Subdivision PS822740Y by way of a restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

Table of Land Burdened and Land Benefited:

BURDENED LOT No.	BENEFITING LOTS
1701	1702
1702	1701, 1703
1703	1702, 1704
1704	1703, 1705
1705	1704, 1706
1706	1705, 1707
1707	1706, 1708
1708	1707, 1709, 1710
1709	1708, 1710
1710	1708, 1709
1711	1712
1712	1711, 1713
1713	1712, 1714
1714	1713
1715	1716, 1741
1716	1715, 1717, 1740
1717	1716, 1718, 1739, 1740
1718	1717, 1719, 1738, 1739
1719	1718, 1720, 1737, 1738
1720	1719, 1721, 1736, 1737
1721	1720, 1722, 1735, 1736
1722	1721, 1723, 1734, 1735
1723	1722, 1724, 1734
1724	1723, 1725, 1733
1725	1724, 1726, 1732, 1733
1726	1725, 1727, 1728, 1731, 1732
1727	1726, 1728
1728	1726, 1727, 1729, 1731

BURDENED LOT No.	BENEFITING LOTS
1729	1728, 1730, 1731
1730	1729, 1731
1731	1726, 1728, 1729, 1730, 1732
1732	1725, 1726, 1731, 1733
1733	1724, 1725, 1732, 1734
1734	1722, 1723, 1733, 1735
1735	1721, 1722, 1734, 1736
1736	1720, 1721, 1735, 1737
1737	1719, 1720, 1736, 1738
1738	1718, 1719, 1737, 1739
1739	1717, 1718, 1738, 1740
1740	1716, 1717, 1739, 1741
1741	1715, 1740
1742	1743
1743	1742, 1744
1744	1743, 1745
1745	1744, 1746
1746	1745, 1747
1747	1746, 1748
1748	1747, 1749
1749	1748, 1750
1750	1749, 1751
1751	1750, 1752
1752	1751, 1753
1753	1752, 1754
1754	1753, 1755, 1756
1755	1754, 1756
1756	1754, 1755

DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors for the time being of any burdened lot on the Plan of Subdivision must not without the consent of the Responsible Authority build or allow to be built on the lot:

Memorandum of Common Provisions (MCP)

- Any building other than a building which has been constructed and sited in accordance with the Memorandum of Common Provisions registered in Dealing No. AA6434 and which Memorandum of Common Provisions is incorporated in this plan.

Small Lot Housing Code

- Any building in the case of lots less than 300 square metres unless in accordance with the Small Lot Housing Code or unless a specific Planning Permit for the building has been obtained from Wyndham City Council.

The restrictions in paragraphs 1 and 2 shall cease to burden any lot on the Plan of Subdivision with effect from 1st January 2030.



SMEC

2070S-17 VER G.DWG JO/AA

Melbourne Survey T 9869 0813

REF 2070s-17

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Surveyor's Plan Version (G),
23/07/2020, SPEAR Ref: S126977B

ORIGINAL SHEET
SIZE: A3

SHEET 6

Digitally signed by:
Wyndham City Council,
06/08/2020,
SPEAR Ref: S126977B

PLAN OF SUBDIVISION

Under Section 37 of the Subdivision Act 1988

LUV USE ONLY
EDITION

PLAN NUMBER
PS841640V

LOCATION OF LAND

PARISH: TARNEIT
TOWNSHIP: -
SECTION: 8
CROWN ALLOTMENT: A1 (PART)
CROWN PORTION: -
TITLE REFERENCES: Vol.12239 Fol.715
LAST PLAN REFERENCE/S: PS822740Y (LOT S)
POSTAL ADDRESS: HERMOSA DRIVE
(At time of subdivision) TARNEIT, 3029
MGA94 Co-ordinates **E** 292 150
(of approx centre of **N** 5 808 460
land in plan) **ZONE** 55

COUNCIL NAME: WYNDHAM CITY COUNCIL

VESTING OF ROADS AND/OR RESERVES

NOTATIONS

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1	WYNDHAM CITY COUNCIL
RESERVE No.1	WYNDHAM CITY COUNCIL
RESERVE No.2	WYNDHAM CITY COUNCIL

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS (SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS).
LOTS 1 TO 100 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.
EASEMENTS E-8 & E-9 HAVE BEEN OMITTED FROM THIS PLAN.
LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE RESTRICTIONS. SEE SHEET 9 FOR FURTHER DETAILS.

NOTATIONS

DEPTH LIMITATION 15.24m BELOW THE SURFACE.
STAGING THIS IS A STAGED SUBDIVISION.
PLANNING PERMIT No. WYP10107
SURVEY. THIS PLAN IS BASED ON SURVEY.
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s):
PM17 (WERRIBEE) AND PM18, PM134, PM217 & PM760 (TARNEIT)
PROCLAIMED SURVEY AREA:

CP1 DENOTES COMMON PROPERTY 1.
COMMON PROPERTY 1 IS NOT SHOWN TO SCALE ON THIS PLAN.
OTHER PURPOSES OF THE PLAN:
REMOVAL OF THAT PART OF DRAINAGE EASEMENT E-3 ON PS822740Y INsofar AS IT AFFECTS ODARA MEWS ON THIS PLAN.
GROUNDS FOR REMOVAL AND VARIATION:
BY AGREEMENT OF ALL INTERESTED PARTIES UPON REGISTRATION OF THIS PLAN PURSUANT TO SECTION 6 (1)(k)(iv) OF THE SUBDIVISION ACT 1988.

ALAMORA 1
4.964ha

37 LOTS

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	SEWERAGE	SEE PLAN	PS820473G	CITY WEST WATER CORPORATION
E-2	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	PS822737M PS822737M	WYNDHAM CITY COUNCIL CITY WEST WATER CORPORATION
E-3	DRAINAGE SEWERAGE WATER SUPPLY (THROUGH UNDERGROUND PIPES)	SEE PLAN SEE PLAN SEE PLAN	PS822740Y PS822740Y PS822740Y	WYNDHAM CITY COUNCIL CITY WEST WATER CORPORATION CITY WEST WATER CORPORATION

SEE SHEET 2 FOR CONTINUATION



SURVEYOR REF: 2070s-01

ORIGINAL SHEET
SIZE: A3

SHEET 1 OF 9

GABRIELLE MCCARTHY VERSION E

PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS841640V

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-4	SEWERAGE	SEE PLAN	PS822740Y	CITY WEST WATER CORPORATION
E-5	SEWERAGE	SEE PLAN	PS817174L	CITY WEST WATER CORPORATION
E-6	DRAINAGE	SEE PLAN	THIS PLAN	WYNDHAM CITY COUNCIL
E-7	SEWERAGE	SEE PLAN	THIS PLAN	CITY WEST WATER CORPORATION
E-10	DRAINAGE	SEE PLAN	THIS PLAN	WYNDHAM CITY COUNCIL
	SEWERAGE	SEE PLAN	THIS PLAN	CITY WEST WATER CORPORATION
	WATER SUPPLY (THROUGH UNDERGROUND PIPES)	SEE PLAN	THIS PLAN	CITY WEST WATER CORPORATION
	DISTRIBUTION AND/OR TRANSMISSION OF GAS	SEE PLAN	THIS PLAN (SECTION 146 GAS INDUSTRY ACT 2001)	AUSNET GAS SERVICES PTY LTD

2070S-01 VER E.DWG SB/BC



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Melbourne Survey T 9869 0813

REF 2070s-01

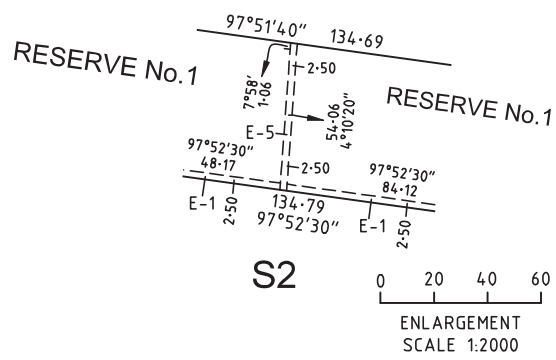
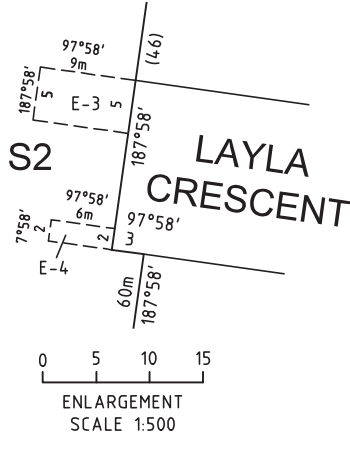
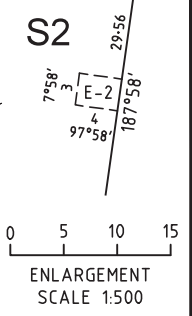
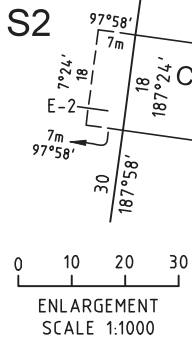
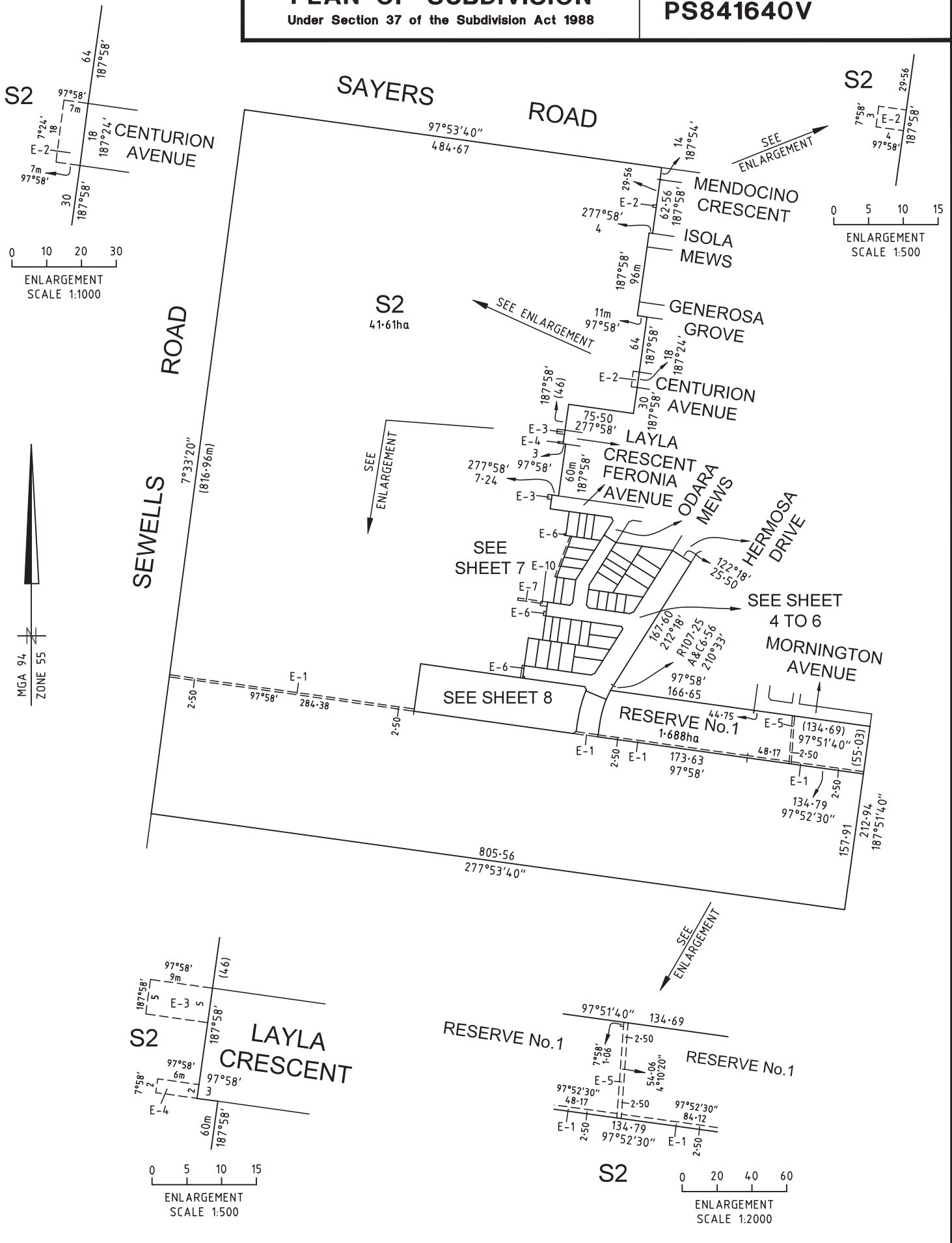
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SIZE: A3

SHEET 2

GABRIELLE MCCARTHY VERSION E

PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS841640V



MGA 94
ZONE 55

ENLARGEMENT
SCALE 1:1000

ENLARGEMENT
SCALE 1:500

ENLARGEMENT
SCALE 1:500

ENLARGEMENT
SCALE 1:2000



2070S-01 VER E.DWG SB/BC
SMEC
Melbourne Survey T 9869 0813 REF 2070s-01

SCALE 1:4000
40 0 40 80 120 160
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 3

GABRIELLE MCCARTHY VERSION E

PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

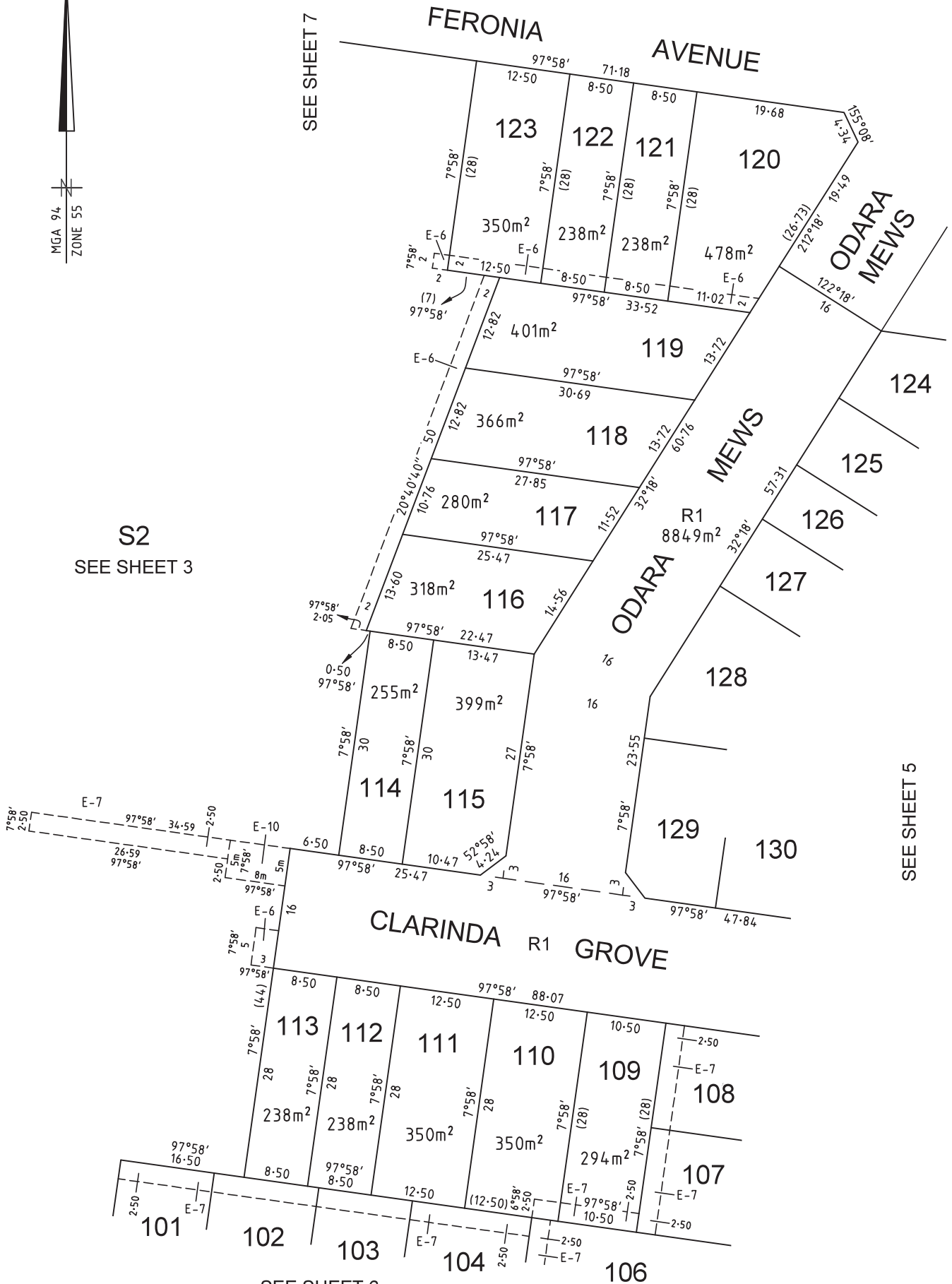
PLAN NUMBER
PS841640V



SEE SHEET 7

S2
SEE SHEET 3

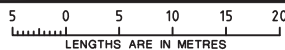
SEE SHEET 5



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2070S-01 VER E.DWG SB/BC

SCALE
1:500



ORIGINAL SHEET
SIZE: A3

SHEET 4

Melbourne Survey

T 9869 0813

REF 2070s-01

GABRIELLE MCCARTHY

VERSION E

PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS841640V



SEE SHEET 4

SEE SHEET 3

SEE SHEET 4

SEE SHEET 6



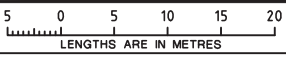
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Melbourne Survey T 9869 0813

REF 2070s-01

2070S-01 VER E.DWG SB/BC

SCALE
1:500



ORIGINAL SHEET
SIZE: A3

SHEET 5

GABRIELLE MCCARTHY VERSION E

PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS841640V

SEE SHEET 4

113 112 111 110

113 112 111 110

113 112 111 110

113 112 111 110

S2
SEE SHEET 3

4.00m²
4.48m²
4.00m²
5.12m²
5.27m²

101 102 103 104 105 106

101 102 103 104 105 106

101 102 103 104 105 106

101 102 103 104 105 106

101 102 103 104 105 106

101 102 103 104 105 106

101 102 103 104 105 106

101 102 103 104 105 106

101 102 103 104 105 106

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S2
SEE SHEET 5

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HERMOSA DRIVE

HERMOSA DRIVE

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HERMOSA DRIVE

S2
SEE SHEET 3

CORONADO R1 WAY

CORONADO R1 WAY

CORONADO R1 WAY

CORONADO R1 WAY

CORONADO R1 WAY

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CORONADO R1 WAY

S2
SEE SHEET 3

RESERVE No.2
SEE SHEET 8

RESERVE No.2
SEE SHEET 8

RESERVE No.2
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S2
SEE SHEET 3

RESERVE No.1
SEE SHEET 3

RESERVE No.1
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RESERVE No.1
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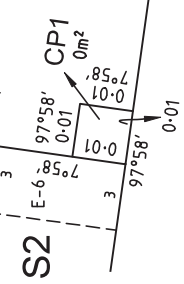
RESERVE No.1
SEE SHEET 3

RESERVE No.1
SEE SHEET 3

RESERVE No.1
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RESERVE No.1
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RESERVE No.1
SEE SHEET 3



S2
ENLARGEMENT
NOT TO SCALE

RESERVE No.1
SEE SHEET 3

SEE SHEET 3

S2
SEE SHEET 3

SEE SHEET 3

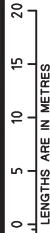
2070S-01 VER EDWG SB/BC



Melbourne Survey T 9869 0813 REF 2070S-01

GABRIELLE MCCARTHY VERSIONE

SCALE
1:500



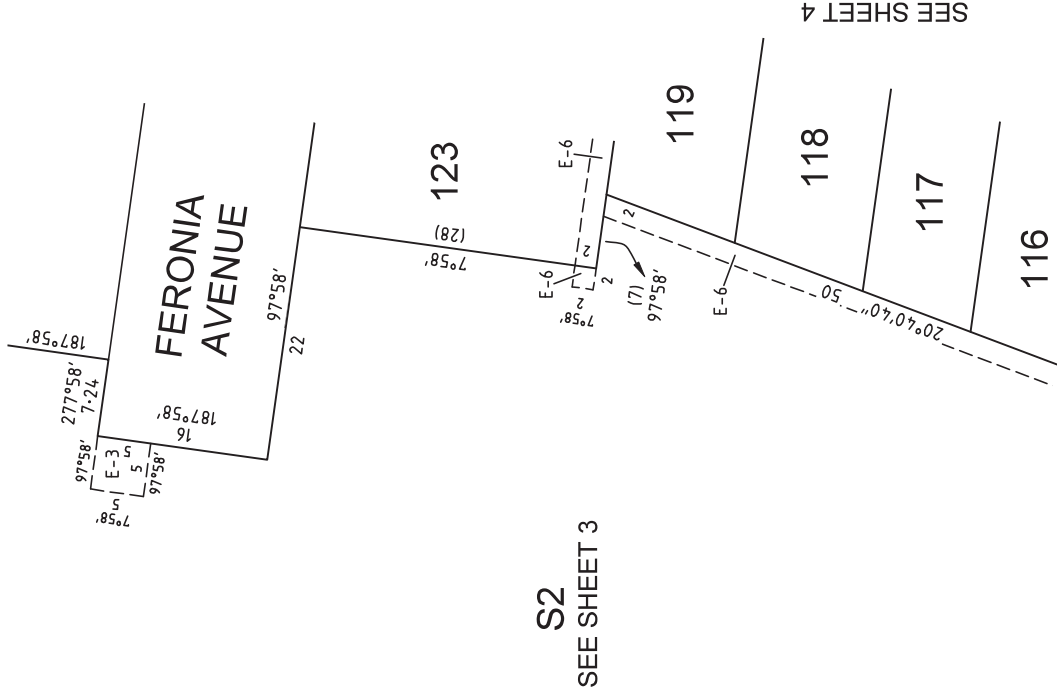
ORIGINAL SHEET
SIZE A3

SHEET 6

PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS841640V

MGA 94
ZONE 55

2070S-01 VER EDWG SB/BC



Melbourne Survey T 9869 0813 REF 2070s-01

SCALE
1:500



LENGTHS ARE IN METRES

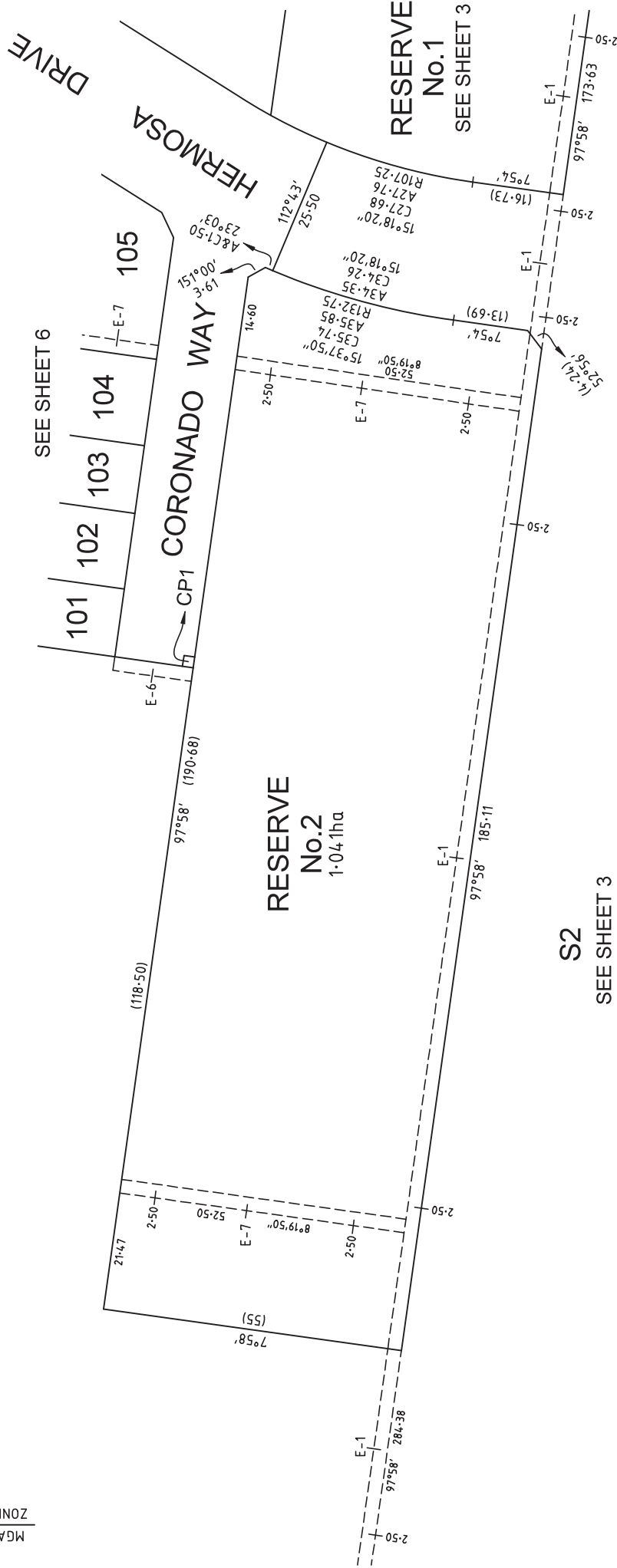
GABRIELLE MCCARTHY
VERSION E

ORIGINAL SHEET
SIZE A3

SHEET 7

PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS841640V



2070S-01 VER EDWG SB/BC

Melbourne Survey T 9869 0813 REF 2070S-01

SCALE
1:750

7.5 0 7.5 15 22.5 30
LENGTHS ARE IN METRES

GABRIELLE MCCARTHY VERSION E

ORIGINAL SHEET
SIZE A3

SHEET 8

PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS841640V

CREATION OF RESTRICTION A

The following Restriction is to be created upon registration of Plan of Subdivision PS841640V by way of a restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

Table of Land Burdened and Land Benefited:

BURDENED LOT No.	BENEFITING LOTS
101	102
102	101, 103, 112, 113
103	102, 104, 111, 112
104	103, 105, 106, 110, 111
105	104, 106
106	104, 105, 107, 109, 110
107	106, 108, 109
108	107, 109
109	106, 107, 108, 110
110	104, 106, 109, 111
111	103, 104, 110, 112
112	102, 103, 111, 113
113	102, 112
114	115, 116
115	114, 116
116	114, 115, 117
117	116, 118
118	117, 119
119	118, 120, 121, 122, 123

BURDENED LOT No.	BENEFITING LOTS
120	119, 121
121	119, 120, 122
122	119, 121, 123
123	119, 122
124	125, 136, 137
125	124, 126, 135, 136
126	125, 127, 134, 135
127	126, 128, 134
128	127, 129, 130, 131, 134
129	128, 130
130	128, 129, 131
131	128, 130, 132, 134
132	131, 133, 134
133	132, 134
134	126, 127, 128, 131, 132, 133, 135
135	125, 126, 134, 136
136	124, 125, 135, 137
137	124, 136

DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors for the time being of any burdened lot on the Plan of Subdivision must not without the consent of the Responsible Authority build or allow to be built on the lot:

Memorandum of Common Provisions (MCP)

1. Any building other than a building which has been constructed and sited in accordance with the Memorandum of Common Provisions registered in Dealing No. AA and which Memorandum of Common Provisions is incorporated in this plan.

Small Lot Housing Code

2. Any building in the case of lots less than 300 square metres unless in accordance with the Small Lot Housing Code or unless a specific Planning Permit for the building has been obtained from Wyndham City Council.

The restrictions in paragraphs 1 and 2 shall cease to burden any lot on the Plan of Subdivision with affect from 1st January 2031.



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2070S-01 VER E.DWG SB/BC

SCALE



ORIGINAL SHEET
SIZE: A3

SHEET 9

GABRIELLE MCCARTHY VERSION E

OWNERS CORPORATION SCHEDULE

PS841640V


Owners Corporation No.	1	Plan No.	PS841640V
Land affected by Owners Corporation	Lots: ALL THE LOTS IN THE TABLE BELOW		
	Common Property No.: 1		
Limitations of Owners Corporation:	UNLIMITED		

Notations
NIL

Totals		
	Entitlement	Liability
This schedule	3701	3701
Previous stages	0	0
Overall Total	3701	3701

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
101	100	100									
102	100	100									
103	100	100									
104	100	100									
105	100	100									
106	100	100									
107	100	100									
108	100	100									
109	100	100									
110	100	100									
111	100	100									
112	100	100									
113	100	100									
114	100	100									
115	100	100									
116	100	100									
117	100	100									
118	100	100									
119	100	100									
120	100	100									
121	100	100									
122	100	100									
123	100	100									
124	100	100									
125	100	100									
126	100	100									
127	100	100									
128	100	100									
129	100	100									
130	100	100									
131	100	100									
132	100	100									
133	100	100									
134	100	100									
135	100	100									
136	100	100									
137	100	100									
S2	1	1									

 <p>SMEC <i>Local People. Global Experience.</i> Melbourne Survey T 9869 0813 F 9869 0901</p>	SURVEYORS FILE REFERENCE: 2070s-01	SHEET 1 ORIGINAL SHEET SIZE: A3
	< GABRIELLE McCARTHY / Ver E >	

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

Privacy Collection Statement

The information in this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

Lodged by	
Name:	
Phone:	
Address:	
Reference:	
Customer code:	

This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

Provisions:

Preliminary

All Provisions not addressed in this Memorandum of Common Provisions (MCP) are as required in the current Building Regulations.

This MCP cannot be changed or amended unless with the written consent of the Responsible Authority.

Approved Building Envelopes

Any building on Lot 101 to Lot 137 (inclusive) within subdivision plan PS 841640V must be contained within the building envelopes shown on the attached plan and defined by the associated setback profiles and written notes contained therein.

1. Text of restrictions:

The matters which are restricted by the building envelopes are:

1.1 Minimum street setback
Building Regulations 2018 Part 5 – Siting, Regulation 74

The front street setback is designated on the specified Building Envelope for each allotment. All dwellings 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 dwelling.

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.

Garages must be constructed within the Building Envelope and sited a minimum of 5 metres from the front street boundary

Setbacks for single garages for lots less than 12.5 metres in width, are nominated on the building envelopes.

35271702A

SMEC Ref: 2070s-01 Alamora Ver C

1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in instruments and plans.

91ATLA

Page 1 of 8

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

Memorandum of common provisions

Section 91A Transfer of Land Act 1958

1.2 Building height

Building Regulations 2018 Part 5 – Siting, Regulation 75 Wyndham Planning Scheme Clause 54.03-2

The height of a building must not exceed the maximum building height shown in the profile diagrams specified in the Building Envelope Schedule. Maximum building heights between specified points on a setback profile lie on a straight line drawn between the two specified points within a profile. Maximum building heights between profiles lie on a straight line drawn between the closest parts of the two profiles.

1.3 Site coverage

Building Regulations 2018 Part 5 – Siting, Regulation 76 Wyndham Planning Scheme Clause 54.03-3

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.

1.4 Side and rear setbacks

Building Regulations 2018 Part 5 – Siting, Regulation 79 Wyndham Planning Scheme Clause 54.04-1

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 Profile Diagrams 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 plan and adjacent buildings allow. The measurements are taken from the natural surface levels to the top of the wall.

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

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.

1.5 Walls on boundaries

Building Regulations 2018 Part 5 – Siting, Regulation 80 Wyndham Planning Scheme Clause 54.04-2

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. The 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.

Within the BBZ, the following apply:

- Walls within the BBZ 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 metre from the boundary must be within 200 mm of the boundary.
- BBZ is permitted to one side only

Memorandum of common provisions

Section 91A Transfer of Land Act 1958

Encroachments

Side, Side Street and Rear: The following may encroach into the specified setback distances by not more than 600 mm:

- 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 from natural ground level
- 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 4.5 metres.
- Decks and uncovered landings of not more than 2 square metres and less than 0.8 metres high from natural ground level
- Eaves.

For the purposes of these guidelines, gutters are not a measured item.

1.6 Daylight to existing habitable room windows Building Regulations 2018 Part 5 – Siting, Regulation 81 Wyndham Planning Scheme Clause 54.04-3

This item is covered within the building envelope plan and profile diagrams.

Building Regulation 81 is superseded by this MCP.

1.7 Solar access to existing north-facing habitable room windows Building Regulations 2018 Part 5 – Siting, Regulation 82 Wyndham Planning Scheme Clause 54.04-4

This item is covered within the building envelope plan and profile diagrams.

Building Regulation 82 is superseded by this MCP.

1.8 Overshadowing of recreational private open space Building Regulations 2018 Part 5 – Siting, Regulation 83 Wyndham Planning Scheme Clause 54.04-5

This item is covered within the building envelope plan and profile diagrams.

Building Regulation 83 is superseded by this MCP.

Memorandum of common provisions

Section 91A Transfer of Land Act 1958

1.9 Overlooking

Building Regulations 2018 Part 5 – Siting, Regulation 84 Wyndham Planning Scheme Clause 54.04-6

This item is covered within the building envelope plan and profile diagrams.

Building Regulation 85 is superseded by this MCP.

Building regulations

Building regulations 73, 74, 75, 79, 81, 82, 83, 84 & 85 are superseded by the approved building envelopes.

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.

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)

Additional Definitions

DAP

DAP means the Design Assessment Panel appointed by Villawood responsible for approving designs to be in accordance with this MCP.

Memorandum of common provisions

Section 91A Transfer of Land Act 1958

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.

MCP

This Memorandum of Common Provisions.

Natural ground level

Natural ground level means the ground level after engineering works associated with the subdivision have been completed.

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.

Site coverage

Site coverage includes roofed areas of the dwelling, in addition to roofed terraces, patios, decks and pergolas. Eaves, fascia and gutters not exceeding 600 mm in total width, and unroofed swimming pools, terraces, patios, decks and pergolas should be disregarded.

Standard lot

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

Street

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

Villawood

Villawood Properties.

Memorandum of common provisions

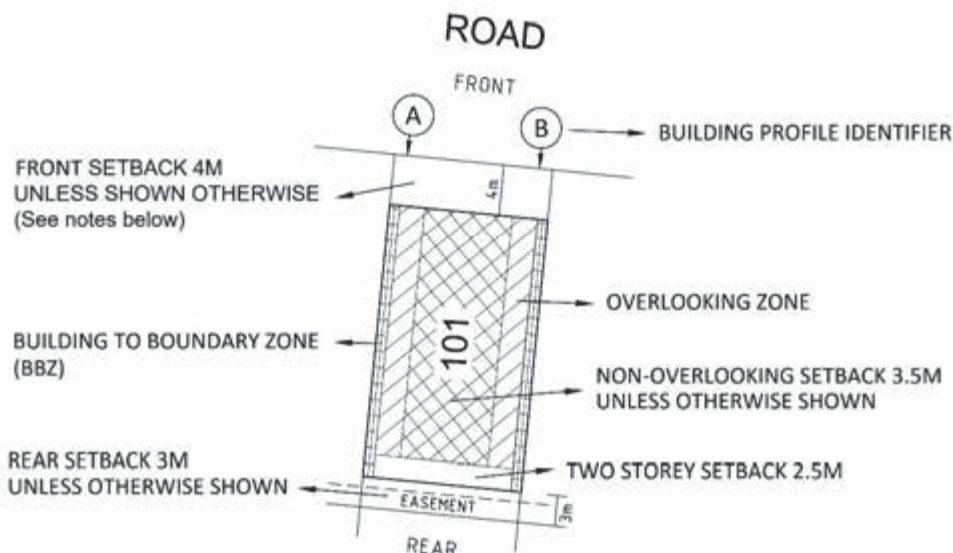
Section 91A Transfer of Land Act 1958

Diagrams and plans:

BUILDING ENVELOPE PLAN

LEGEND

EXAMPLE OF TYPICAL BUILDING ENVELOPE SETBACKS



NOTATIONS

- The front and side setbacks are measured to the outermost walls of the buildings.
- Garages must be setback a minimum of 5.0m from the front street boundary unless otherwise noted.
- Walls less than 1.0m form the boundary must be within 200mm of the boundary.
- Two storey setback within the building envelope at the rear of the properties is 2.5m
- Building to Boundary Zone to one boundary only unless terrace profile nominated.

ADDITIONAL NOTATIONS (for Lots marked with *):

- With the exception of garages with access from a laneway, garages must be located or setback behind the front facade of the home.
- Minimum Open Space required is 25 square metres with a 3m minimum width.
- Maximum building site coverage of 60% is permitted.

Refer "Diagrams and Plans" in this document for further definitions.

	Single Storey Building Envelope Note: Garages must be setback a minimum 5m from main street frontage
	Building to Boundary Zone
	Overlooking Zone - Habitable room windows or raised open spaces are a source of overlooking
	Non-Overlooking Zone - Habitable room windows or raised open spaces are not a source of overlooking
	Double Storey Building Requirement

The registered proprietor or proprietors of the lot are required to build in accordance with the approved building envelopes shown hereon and in accordance with the "Profile Diagrams" in this document.

This plan forms part of the "Alamora Design Guidelines". Please refer to these Guidelines for further information.

Memorandum of common provisions

Section 91A Transfer of Land Act 1958

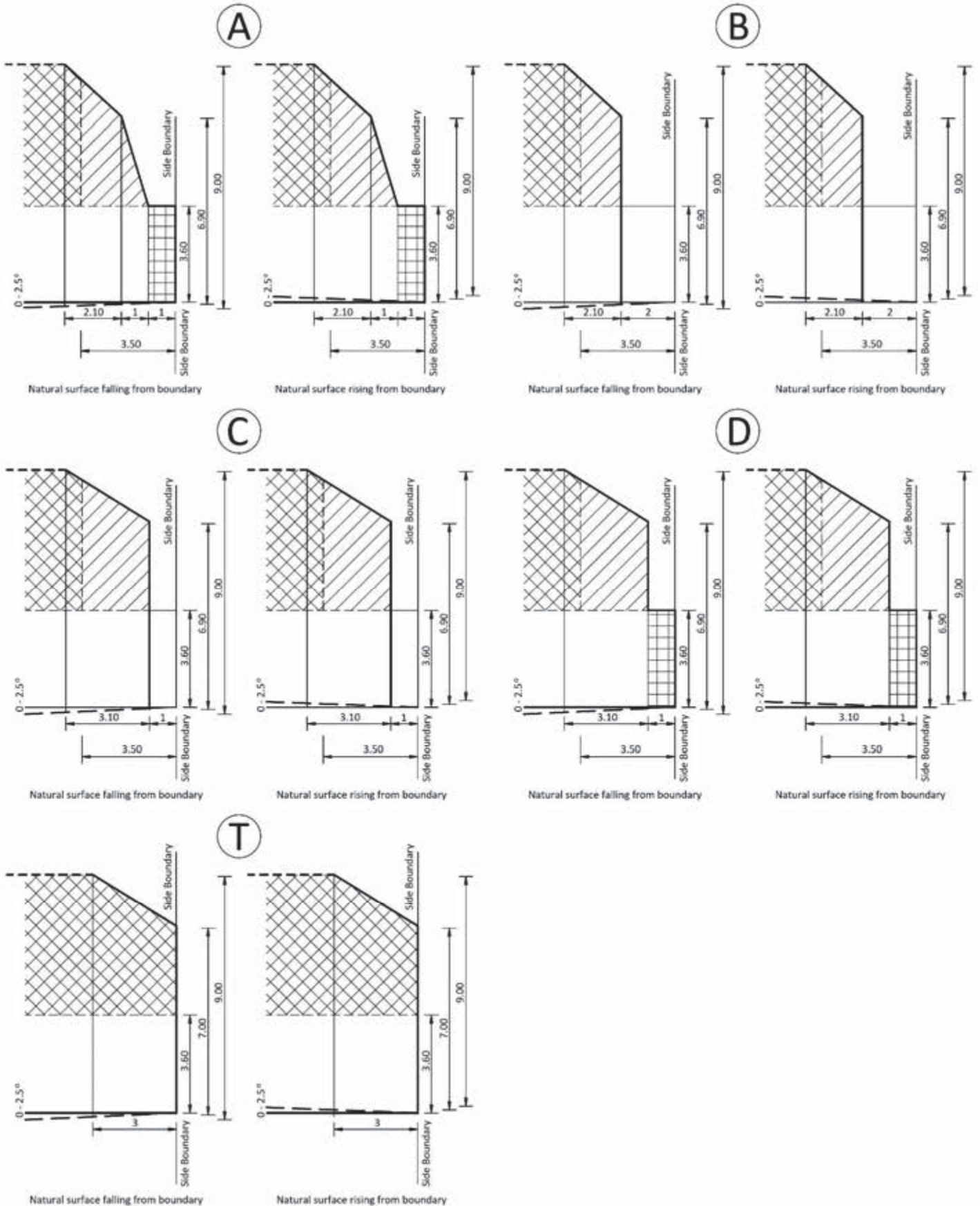
NOTATIONS

- Where a profile when applied covers an easement, the portion of the profile within the easement cannot be considered for approval / built upon. This may vary in the circumstances where building on the easement receives prior written consent by the relevant authority.
- The Building Envelopes on this plan are shown enclosed by continuous thick lines.
- Profile types (A), (B), (C), (D) and (T) are contained in "Profile Diagrams" in this document.
- TYPE A denotes Small Lot Housing Code Type A



Memorandum of common provisions
Section 91A Transfer of Land Act 1958

PROFILE DIAGRAMS



PLAN OF SUBDIVISION

Under Section 37 of the Subdivision Act 1988

LUV USE ONLY
EDITION

PLAN NUMBER
PS841640V/S2

LOCATION OF LAND

PARISH: TARNEIT
TOWNSHIP: -
SECTION: 8
CROWN ALLOTMENT: A1 (PART)
CROWN PORTION: -
TITLE REFERENCES: Vol. Fol.
LAST PLAN REFERENCE/S: PS841640V (LOT S2)
POSTAL ADDRESS: HERMOSA DRIVE
(At time of subdivision) TARNEIT, 3029
MGA94 Co-ordinates **E** 292 000
(of approx centre of **N** 5 808 460
land in plan) **ZONE** 55

COUNCIL NAME: WYNDHAM CITY COUNCIL

VESTING OF ROADS AND/OR RESERVES

NOTATIONS

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R2	WYNDHAM CITY COUNCIL
RESERVE No.3	POWERCOR AUSTRALIA LTD.
RESERVE No.6	WYNDHAM CITY COUNCIL

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS (SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS).
LOTS 1 TO 200 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.
LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE RESTRICTIONS. SEE SHEET 8 FOR FURTHER DETAILS.
EASEMENTS E-5 AND E-7 TO E-11 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.
OTHER PURPOSES OF THE PLAN:
REMOVAL OF THAT PART OF DRAINAGE EASEMENT E-6 ON PS841640V INsofar AS IT AFFECTS CORONADO WAY AND CLARINDA GROVE ON THIS PLAN.
REMOVAL OF THAT PART OF SEWERAGE EASEMENT E-7 ON PS841640V INsofar AS IT AFFECTS CLARINDA GROVE ON THIS PLAN.
REMOVAL OF THAT PART OF SEWERAGE, DRAINAGE, WATER SUPPLY AND DISTRIBUTION AND / OR TRANSMISSION OF GAS EASEMENT E-10 ON PS841640V INsofar AS IT AFFECTS CLARINDA GROVE ON THIS PLAN.
GROUNDS FOR REMOVAL AND VARIATION:
BY AGREEMENT OF ALL INTERESTED PARTIES UPON REGISTRATION OF THIS PLAN PURSUANT TO SECTION 6 (1)(k)(iv) OF THE SUBDIVISION ACT 1988.

NOTATIONS

DEPTH LIMITATION 15.24m BELOW THE SURFACE.
STAGING THIS IS A STAGED SUBDIVISION.
PLANNING PERMIT No. WYP10107
SURVEY. THIS PLAN IS BASED ON SURVEY.
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s):
PM17 (WERRIBEE) AND PM18, PM134, PM217 & PM760 (TARNEIT)
PROCLAIMED SURVEY AREA:

ALAMORA 2
2.421ha

52 LOTS

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	SEWERAGE	SEE PLAN	PS820473G	CITY WEST WATER CORPORATION
E-2	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	PS822737M PS822737M	WYNDHAM CITY COUNCIL CITY WEST WATER CORPORATION
E-3	DRAINAGE SEWERAGE WATER SUPPLY (THROUGH UNDERGROUND PIPES)	SEE PLAN SEE PLAN SEE PLAN	PS822740Y PS822740Y PS822740Y	WYNDHAM CITY COUNCIL CITY WEST WATER CORPORATION CITY WEST WATER CORPORATION

SEE SHEET 2 FOR CONTINUATION



SURVEYOR REF: 2070s-02

ORIGINAL SHEET
SIZE: A3

SHEET 1 OF 8

GABRIELLE MCCARTHY VERSION C

PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS841640V/S2

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-4	SEWERAGE	SEE PLAN	PS822740Y	CITY WEST WATER CORPORATION
E-6	DRAINAGE	SEE PLAN	PS841640V	WYNDHAM CITY COUNCIL
E-12	DRAINAGE	SEE PLAN	THIS PLAN	WYNDHAM CITY COUNCIL
E-13	SEWERAGE	SEE PLAN	THIS PLAN	CITY WEST WATER CORPORATION
E-14	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	THIS PLAN THIS PLAN	WYNDHAM CITY COUNCIL CITY WEST WATER CORPORATION

2070S-02 VER C.DWG SB/BC



SMEC

Melbourne Survey T 9869 0813

REF 2070s-02

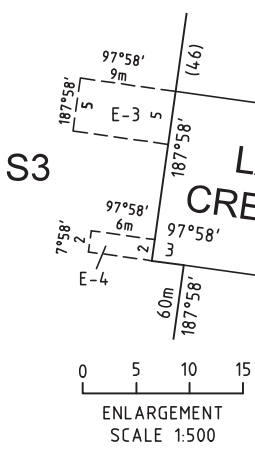
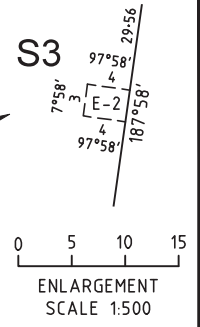
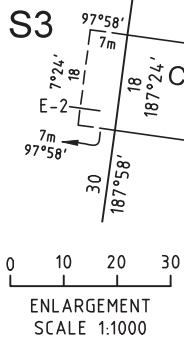
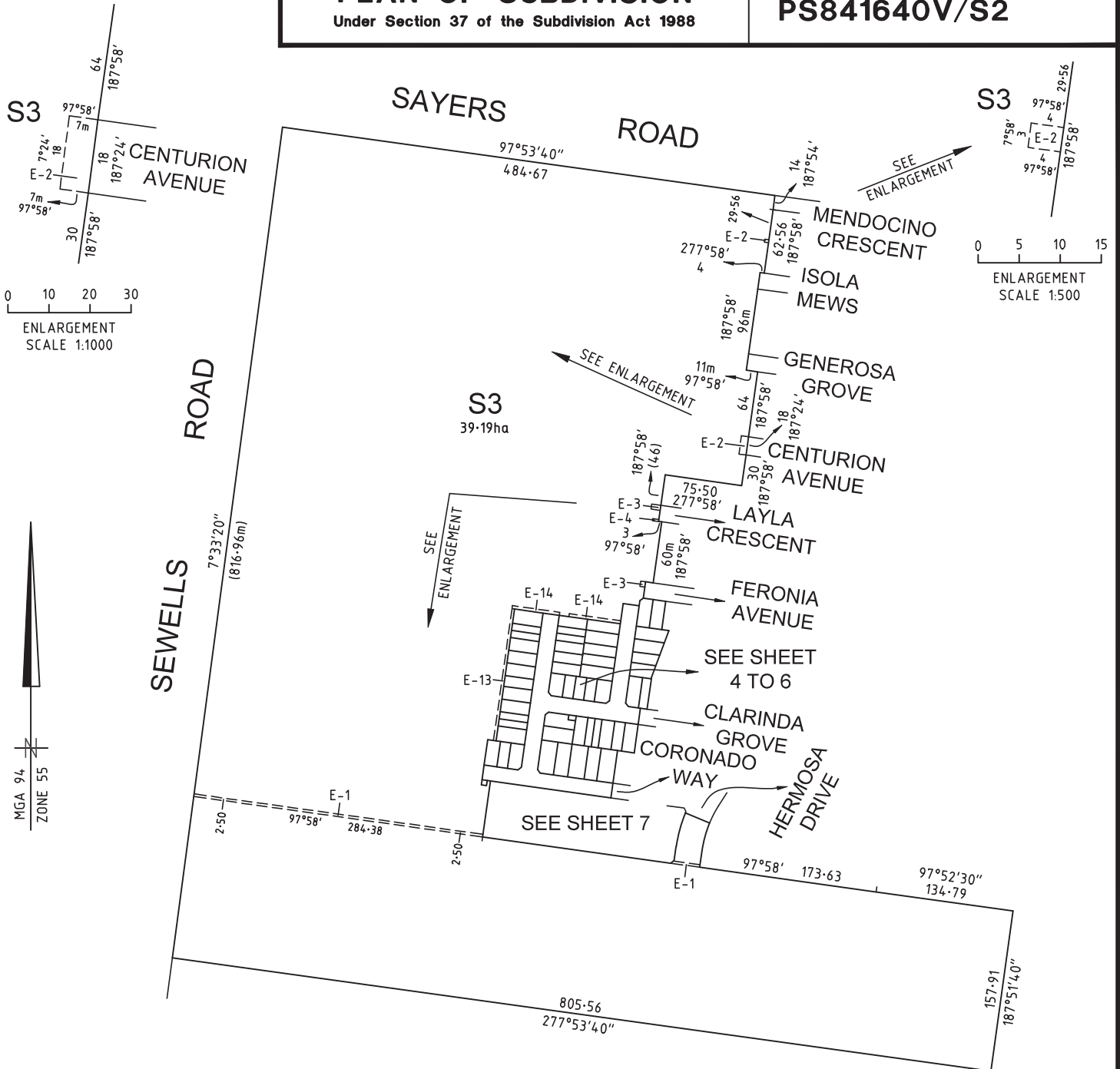
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SHEET 2

GABRIELLE MCCARTHY VERSION C

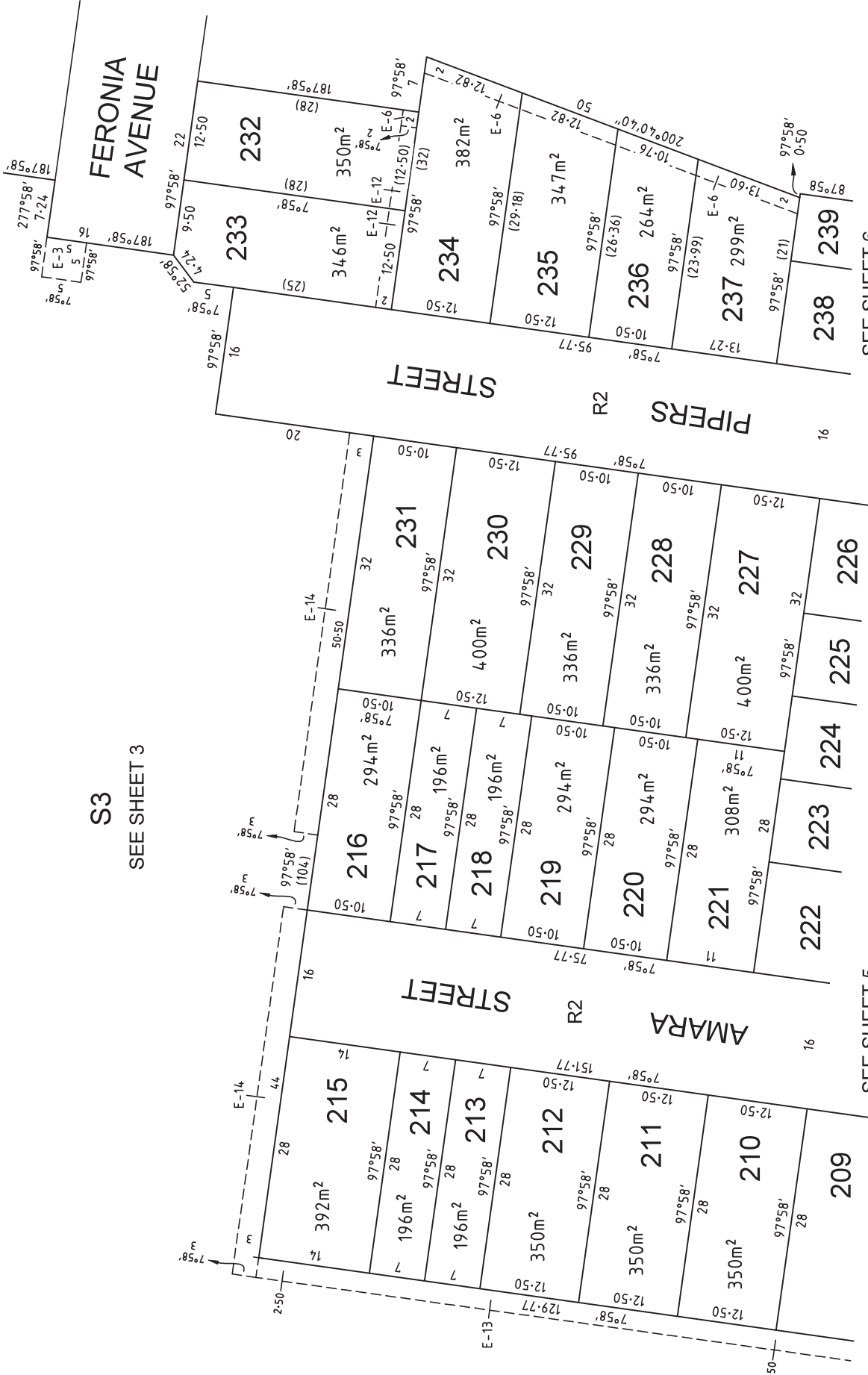
PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS841640V/S2



PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS841640V/S2



S3
SEE SHEET 3

SEE SHEET 5

SEE SHEET 6



2070S-02 VER C.DWG SB/BC



Melbourne Survey T 8869 0813 REF 2070S-02

SCALE
1:500



GABRIELLE MCCARTHY VERSION C

ORIGINAL SHEET
SIZE A3

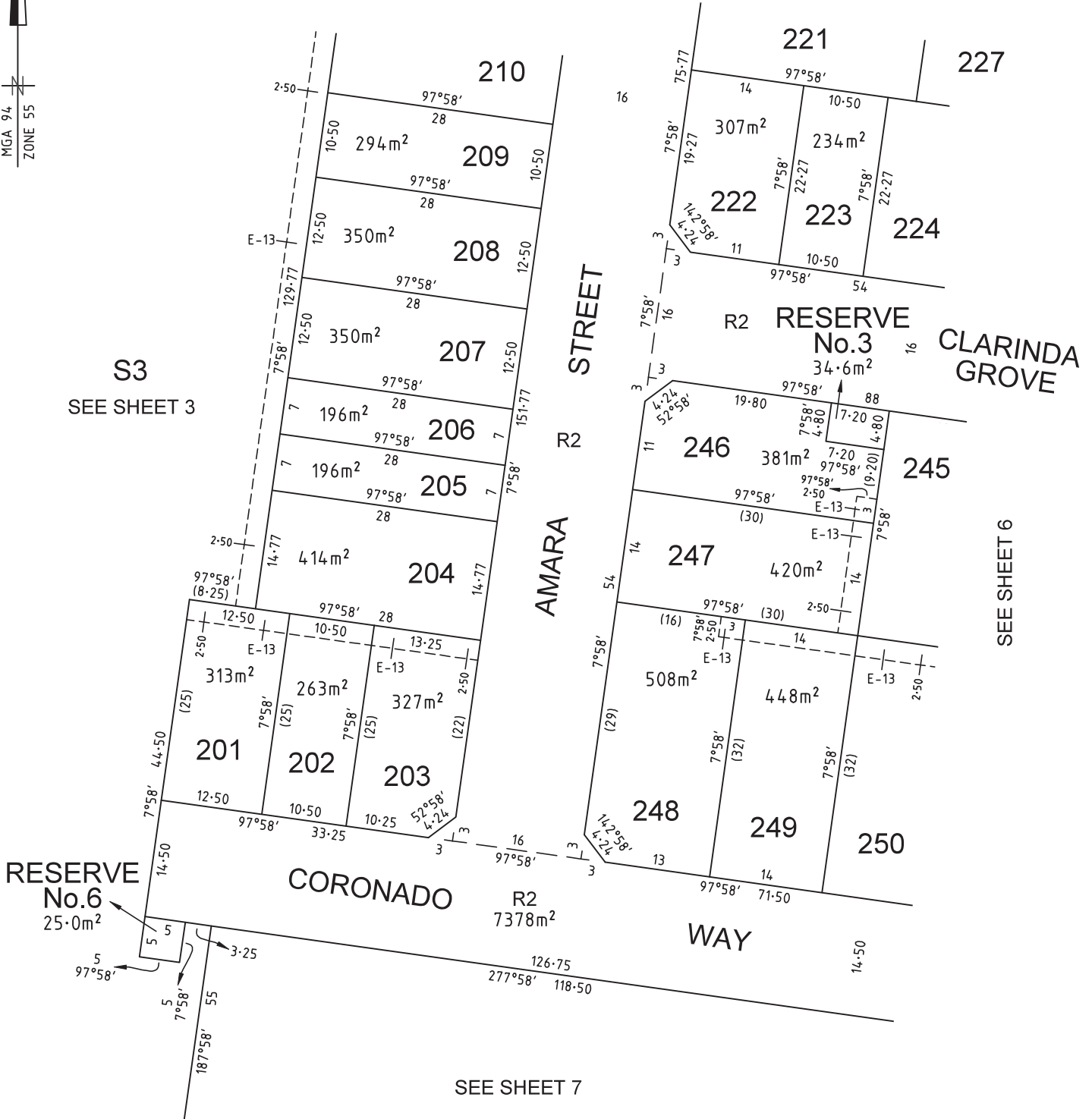
SHEET 4

PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS841640V/S2



SEE SHEET 4



RESERVE No.6
25.0m²

CORONADO

WAY

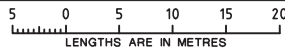
SEE SHEET 7



SMEC

2070S-02 VER C.DWG SB/BC

SCALE
1:500



ORIGINAL SHEET
SIZE: A3

SHEET 5

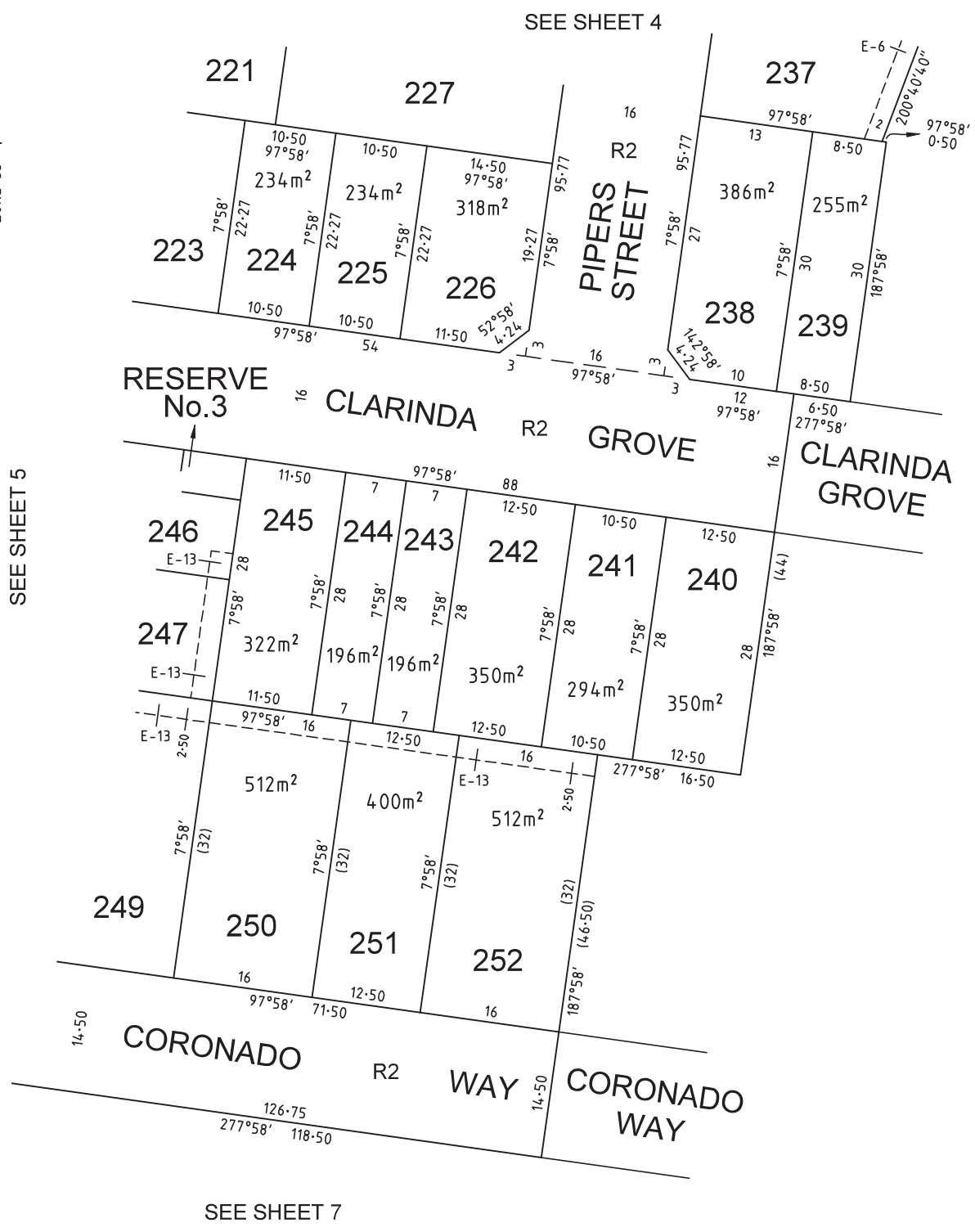
Melbourne Survey T 9869 0813

REF 2070s-02

GABRIELLE MCCARTHY VERSION C

PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS841640V/S2



2070S-02 VER C.DWG SB/BC
SMEC
Melbourne Survey T 9869 0813
REF 2070s-02

SCALE
1:500

5 0 5 10 15 20
LENGTHS ARE IN METRES

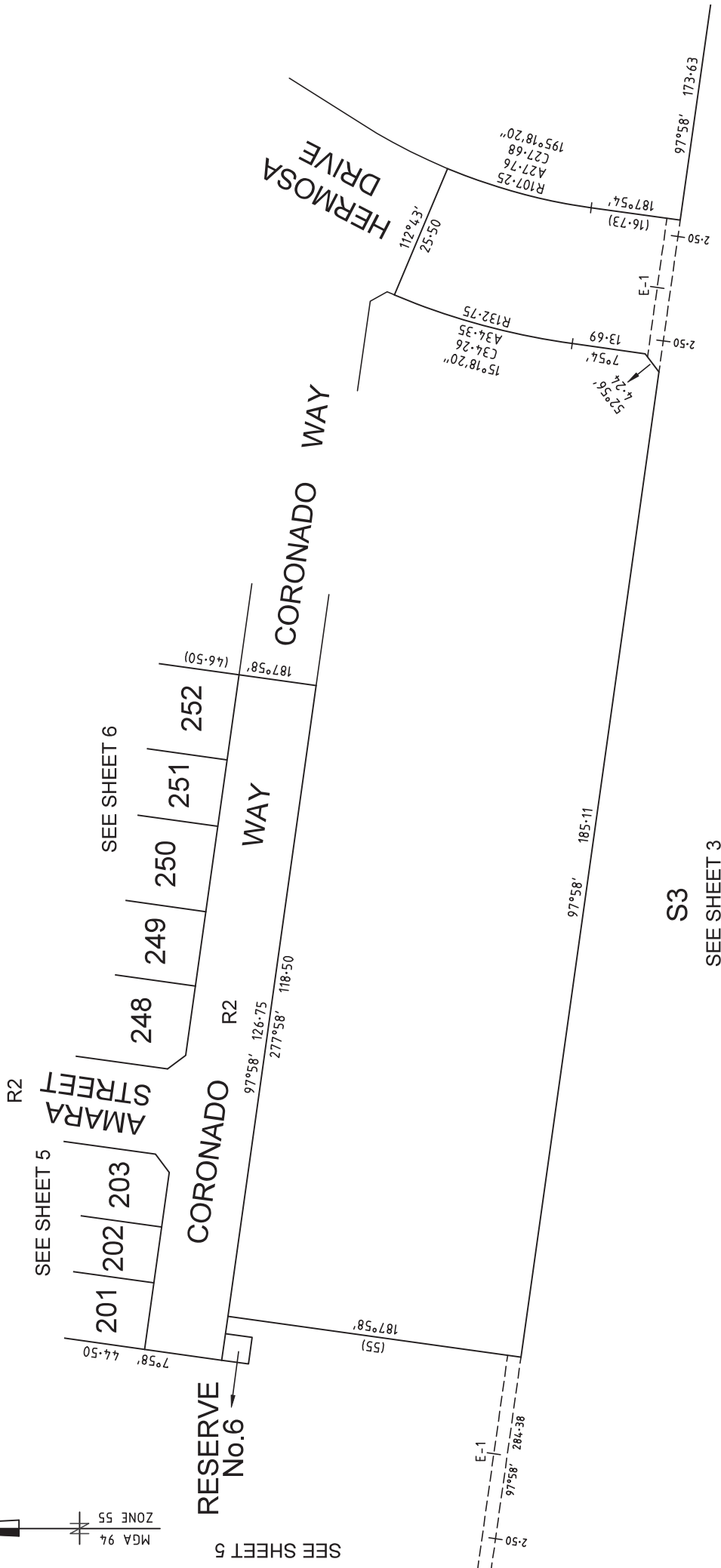
GABRIELLE MCCARTHY VERSION C

ORIGINAL SHEET
SIZE: A3

SHEET 6

PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS841640V/S2



2070S-02 VER C.DWG SB/BC

Melbourne Survey T 9869 0813 REF 2070S-02

SCALE 1:750

7.5 0 7.5 15 22.5 30

LENGTHS ARE IN METRES

GABRIELLE MCCARTHY VERSION C

ORIGINAL SHEET SIZE A3

SHEET 7

PLAN OF SUBDIVISION

Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS841640V/S2

CREATION OF RESTRICTION A

The following Restriction is to be created upon registration of Plan of Subdivision PS841640V/S2 by way of a restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

Table of Land Burdened and Land Benefited:

BURDENED LOT No.	BENEFITING LOTS
201	202, 204
202	201, 203, 204
203	202, 204
204	201, 202, 203, 205
205	204, 206
206	205, 207
207	206, 208
208	207, 209
209	208, 210
210	209, 211
211	210, 212
212	211, 213
213	212, 214
214	213, 215
215	214
216	217, 231
217	216, 218, 230
218	217, 219, 229, 230
219	218, 220, 228, 229
220	219, 221, 227, 228
221	220, 222, 223, 224, 227
222	221, 223
223	221, 222, 224
224	221, 223, 225, 227
225	224, 226, 227
226	225, 227

BURDENED LOT No.	BENEFITING LOTS
227	220, 221, 224, 225, 226, 228
228	219, 220, 227, 229
229	218, 219, 228, 230
230	217, 218, 229, 231
231	216, 230
232	233, 234
233	232, 234
234	232, 233, 235
235	234, 236
236	235, 237
237	236, 238, 239
238	237, 239
239	237, 238
240	241
241	240, 242, 252
242	241, 243, 251, 252
243	242, 244, 251
244	243, 245, 250, 251
245	244, 246, 247, 250
246	245, 247
247	245, 246, 248, 249
248	247, 249
249	247, 248, 250
250	244, 245, 249, 251
251	242, 243, 244, 250, 252
252	241, 242, 251

DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors for the time being of any burdened lot on the Plan of Subdivision must not without the consent of the Responsible Authority build or allow to be built on the lot:

Memorandum of Common Provisions (MCP)

1. Any building other than a building which has been constructed and sited in accordance with the Memorandum of Common Provisions registered in Dealing No. AA and which Memorandum of Common Provisions is incorporated in this plan.

Small Lot Housing Code

2. Any building in the case of lots less than 300 square metres unless in accordance with the Small Lot Housing Code or unless a specific Planning Permit for the building has been obtained from Wyndham City Council.

The restrictions in paragraphs 1 and 2 shall cease to burden any lot on the Plan of Subdivision with affect from 1st January 2031.



2070S-02 VER C.DWG SB/BC

SMEC

Melbourne Survey T 9869 0813

REF 2070s-02

SCALE



ORIGINAL SHEET
SIZE: A3

SHEET 8

GABRIELLE MCCARTHY VERSION C

OWNERS CORPORATION SCHEDULE

PS841640V/S2

Owners Corporation No. 1 Plan No. PS841640V/S2

Land affected by Owners Corporation Lots: ALL THE LOTS IN THE TABLE BELOW

Common Property No.: 1

Limitations of Owners Corporation: UNLIMITED

Notations
NIL

Totals		
	Entitlement	Liability
This schedule	5201	5201
Previous stages	3700	3700
Overall Total	8901	8901

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
201	100	100	250	100	100						
202	100	100	251	100	100						
203	100	100	252	100	100						
204	100	100	S3	1	1						
205	100	100									
206	100	100									
207	100	100									
208	100	100									
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249	100	100									



SURVEYORS FILE REFERENCE:
2070s-02

SHEET 1
ORIGINAL SHEET
SIZE: A3

< GABRIELLE McCARTHY / Ver C >

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

Privacy Collection Statement

The information in this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

Lodged by	
Name:	
Phone:	
Address:	
Reference:	
Customer code:	

This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

Provisions:

Preliminary

All Provisions not addressed in this Memorandum of Common Provisions (MCP) are as required in the current Building Regulations.

This MCP cannot be changed or amended unless with the written consent of the Responsible Authority.

Approved Building Envelopes

Any building on Lot 201 to Lot 252 (inclusive) within subdivision plan PS 841640V / S2 must be contained within the building envelopes shown on the attached plan and defined by the associated setback profiles and written notes contained therein.

1. Text of restrictions:

The matters which are restricted by the building envelopes are:

1.1 Minimum street setback
Building Regulations 2018 Part 5 – Siting, Regulation 74

The front street setback is designated on the specified Building Envelope for each allotment. All dwellings 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 dwelling.

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.

Garages must be constructed within the Building Envelope and sited a minimum of 5 metres from the front street boundary

Setbacks for single garages for lots less than 12.5 metres in width, are nominated on the building envelopes.

35271702A

SMEC Ref: 2070s-02 Alamora Ver B

1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in instruments and plans.

91ATLA

Page 1 of 8

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

Memorandum of common provisions

Section 91A Transfer of Land Act 1958

1.2 Building height

Building Regulations 2018 Part 5 – Siting, Regulation 75 Wyndham Planning Scheme Clause 54.03-2

The height of a building must not exceed the maximum building height shown in the profile diagrams specified in the Building Envelope Schedule. Maximum building heights between specified points on a setback profile lie on a straight line drawn between the two specified points within a profile. Maximum building heights between profiles lie on a straight line drawn between the closest parts of the two profiles.

1.3 Site coverage

Building Regulations 2018 Part 5 – Siting, Regulation 76 Wyndham Planning Scheme Clause 54.03-3

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.

1.4 Side and rear setbacks

Building Regulations 2018 Part 5 – Siting, Regulation 79 Wyndham Planning Scheme Clause 54.04-1

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 Profile Diagrams 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 plan and adjacent buildings allow. The measurements are taken from the natural surface levels to the top of the wall.

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

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.

1.5 Walls on boundaries

Building Regulations 2018 Part 5 – Siting, Regulation 80 Wyndham Planning Scheme Clause 54.04-2

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. The 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.

Within the BBZ, the following apply:

- Walls within the BBZ 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 metre from the boundary must be within 200 mm of the boundary.
- BBZ is permitted to one side only

Memorandum of common provisions

Section 91A Transfer of Land Act 1958

Encroachments

Side, Side Street and Rear: The following may encroach into the specified setback distances by not more than 600 mm:

- 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 from natural ground level
- 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 4.5 metres.
- Decks and uncovered landings of not more than 2 square metres and less than 0.8 metres high from natural ground level
- Eaves.

For the purposes of these guidelines, gutters are not a measured item.

1.6 Daylight to existing habitable room windows Building Regulations 2018 Part 5 – Siting, Regulation 81 Wyndham Planning Scheme Clause 54.04-3

This item is covered within the building envelope plan and profile diagrams.

Building Regulation 81 is superseded by this MCP.

1.7 Solar access to existing north-facing habitable room windows Building Regulations 2018 Part 5 – Siting, Regulation 82 Wyndham Planning Scheme Clause 54.04-4

This item is covered within the building envelope plan and profile diagrams.

Building Regulation 82 is superseded by this MCP.

1.8 Overshadowing of recreational private open space Building Regulations 2018 Part 5 – Siting, Regulation 83 Wyndham Planning Scheme Clause 54.04-5

This item is covered within the building envelope plan and profile diagrams.

Building Regulation 83 is superseded by this MCP.

Memorandum of common provisions

Section 91A Transfer of Land Act 1958

1.9 Overlooking

Building Regulations 2018 Part 5 – Siting, Regulation 84 Wyndham Planning Scheme Clause 54.04-6

This item is covered within the building envelope plan and profile diagrams.

Building Regulation 85 is superseded by this MCP.

Building regulations

Building regulations 73, 74, 75, 79, 81, 82, 83, 84 & 85 are superseded by the approved building envelopes.

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.

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)

Additional Definitions

DAP

DAP means the Design Assessment Panel appointed by Villawood responsible for approving designs to be in accordance with this MCP.

Memorandum of common provisions

Section 91A Transfer of Land Act 1958

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.

MCP

This Memorandum of Common Provisions.

Natural ground level

Natural ground level means the ground level after engineering works associated with the subdivision have been completed.

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.

Site coverage

Site coverage includes roofed areas of the dwelling, in addition to roofed terraces, patios, decks and pergolas. Eaves, fascia and gutters not exceeding 600 mm in total width, and unroofed swimming pools, terraces, patios, decks and pergolas should be disregarded.

Standard lot

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

Street

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

Villawood

Villawood Properties.

Memorandum of common provisions

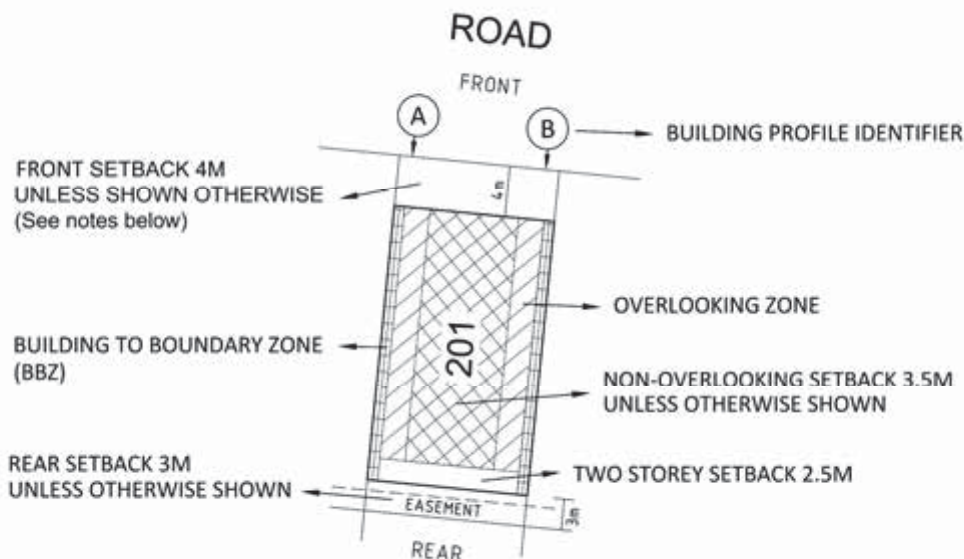
Section 91A Transfer of Land Act 1958

Diagrams and plans:

BUILDING ENVELOPE PLAN

LEGEND

EXAMPLE OF TYPICAL BUILDING ENVELOPE SETBACKS



NOTATIONS

- The front and side setbacks are measured to the outermost walls of the buildings.
- Garages must be setback a minimum of 5.0m from the front street boundary unless otherwise noted.
- Walls less than 1.0m form the boundary must be within 200mm of the boundary.
- Two storey setback within the building envelope at the rear of the properties is 2.5m
- Building to Boundary Zone to one boundary only unless terrace profile nominated.

ADDITIONAL NOTATIONS (for Lots marked with ★):

- With the exception of garages with access from a laneway, garages must be located or setback behind the front facade of the home.
- Minimum Open Space required is 25 square metres with a 3m minimum width.
- Maximum building site coverage of 60% is permitted.

Refer "Diagrams and Plans" in this document for further definitions.

	Single Storey Building Envelope Note: Garages must be setback a minimum 5m from main street frontage
	Building to Boundary Zone
	Overlooking Zone - Habitable room windows or raised open spaces are a source of overlooking
	Non-Overlooking Zone - Habitable room windows or raised open spaces are not a source of overlooking
	Double Storey Building Requirement

The registered proprietor or proprietors of the lot are required to build in accordance with the approved building envelopes shown hereon and in accordance with the "Profile Diagrams" in this document.

This plan forms part of the "Alamora Design Guidelines". Please refer to these Guidelines for further information.

Memorandum of common provisions

Section 91A Transfer of Land Act 1958

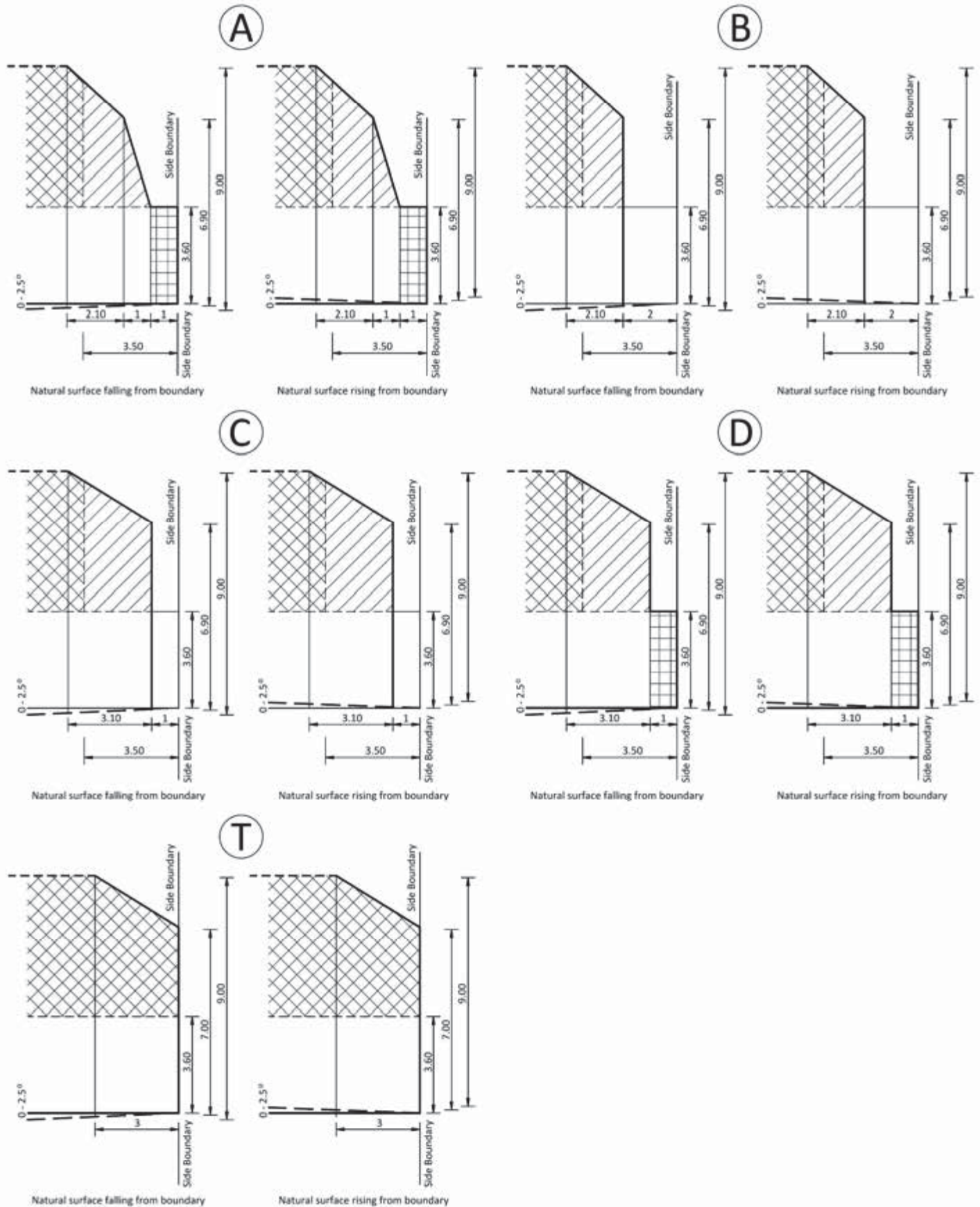
NOTATIONS

- Where a profile when applied covers an easement, the portion of the profile within the easement cannot be considered for approval / built upon. This may vary in the circumstances where building on the easement receives prior written consent by the relevant authority.
- The Building Envelopes on this plan are shown enclosed by continuous thick lines.
- Profile types (A), (B), (C), (D) and (T) are contained in "Profile Diagrams" in this document.
- TYPE A denotes Small Lot Housing Code Type A



Memorandum of common provisions
Section 91A Transfer of Land Act 1958

PROFILE DIAGRAMS



PLAN OF SUBDIVISION

Under Section 37 of the Subdivision Act 1988

LUV USE ONLY
EDITION

PLAN NUMBER

PS841640V/S3

LOCATION OF LAND

PARISH: TARNEIT

TOWNSHIP: -

SECTION: 8

CROWN ALLOTMENT: A1 (PART)

CROWN PORTION: -

TITLE REFERENCES: Vol. Fol.

LAST PLAN REFERENCE/S: PS841640V/S2 (LOT S3)

POSTAL ADDRESS: HERMOSA DRIVE
(At time of subdivision) TARNEIT, 3029

MGA94 Co-ordinates **E** 291 870
(of approx centre of **N** 5 808 500
land in plan) **ZONE** 55

COUNCIL NAME: WYNDHAM CITY COUNCIL

VESTING OF ROADS AND/OR RESERVES

NOTATIONS

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R3 RESERVE No.4	WYNDHAM CITY COUNCIL WYNDHAM CITY COUNCIL

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS (SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS).
LOTS 1 TO 300 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.
LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE RESTRICTIONS. SEE SHEET 7 FOR FURTHER DETAILS.
EASEMENTS E-5 TO E-12 (BOTH INCLUSIVE), E-15 AND E-16 HAVE BEEN OMITTED FROM THIS PLAN.

NOTATIONS

DEPTH LIMITATION 15.24m BELOW THE SURFACE.

STAGING THIS IS A STAGED SUBDIVISION.
PLANNING PERMIT No. WYP10107

SURVEY. THIS PLAN IS BASED ON SURVEY.

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s):
PM17 (WERRIBEE) AND PM18, PM134, PM217 & PM760 (TARNEIT)
PROCLAIMED SURVEY AREA:

ALAMORA 3
3.553ha

56 LOTS

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	SEWERAGE	SEE PLAN	PS820473G	CITY WEST WATER CORPORATION
E-2	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	PS822737M PS822737M	WYNDHAM CITY COUNCIL CITY WEST WATER CORPORATION
E-3	DRAINAGE SEWERAGE WATER SUPPLY (THROUGH UNDERGROUND PIPES)	SEE PLAN SEE PLAN SEE PLAN	PS822740Y PS822740Y PS822740Y	WYNDHAM CITY COUNCIL CITY WEST WATER CORPORATION CITY WEST WATER CORPORATION

SEE SHEET 2 FOR CONTINUATION



SURVEYOR REF: **2070s-03**

ORIGINAL SHEET
SIZE: A3

SHEET 1 OF 7

GABRIELLE MCCARTHY VERSION A

Melbourne Survey T 9869 0813

PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS841640V/S3

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-4	SEWERAGE	SEE PLAN	PS822740Y	CITY WEST WATER CORPORATION
E-13	SEWERAGE	SEE PLAN	PS841640V/S2	CITY WEST WATER CORPORATION
E-14	DRAINAGE	SEE PLAN	PS841640V/S2	WYNDHAM CITY COUNCIL
	SEWERAGE	SEE PLAN	PS841640V/S2	CITY WEST WATER CORPORATION
E-17	SEWERAGE	SEE PLAN	THIS PLAN	CITY WEST WATER CORPORATION
E-18	DRAINAGE	SEE PLAN	THIS PLAN	WYNDHAM CITY COUNCIL
	SEWERAGE	SEE PLAN	THIS PLAN	CITY WEST WATER CORPORATION
E-19	DRAINAGE	SEE PLAN	THIS PLAN	WYNDHAM CITY COUNCIL
	WATER SUPPLY (THROUGH UNDERGROUND PIPES)	SEE PLAN	THIS PLAN	CITY WEST WATER CORPORATION
E-20	DRAINAGE	SEE PLAN	THIS PLAN	WYNDHAM CITY COUNCIL
	SEWERAGE	SEE PLAN	THIS PLAN	CITY WEST WATER CORPORATION
	WATER SUPPLY (THROUGH UNDERGROUND PIPES)	SEE PLAN	THIS PLAN	CITY WEST WATER CORPORATION

2070S-03 VER A.DWG SB/SB



SMEC

Melbourne Survey T 9869 0813

REF 2070s-03

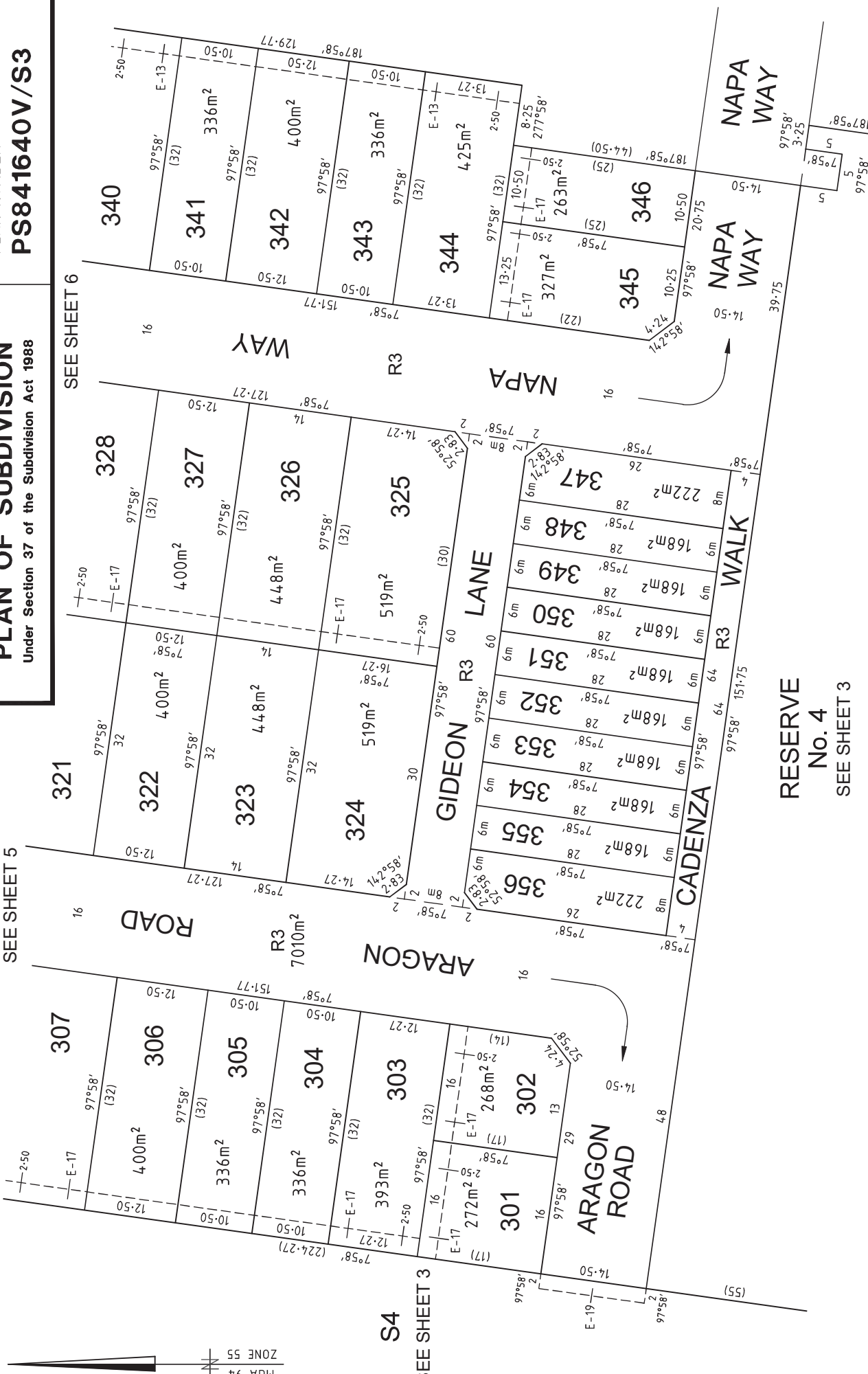
GABRIELLE MCCARTHY VERSION A

ORIGINAL SHEET
SIZE: A3

SHEET 2

PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS841640V/S3



SEE SHEET 5

SEE SHEET 6

SEE SHEET 3

RESERVE
No. 4
SEE SHEET 3



SMEC
Melbourne Survey T 9869 0813 REF 2070s-03

SCALE
1:500

LENGTHS ARE IN METRES

GABRIELLE MCCARTHY
VERSION A

ORIGINAL SHEET
SIZE A3

SHEET 4

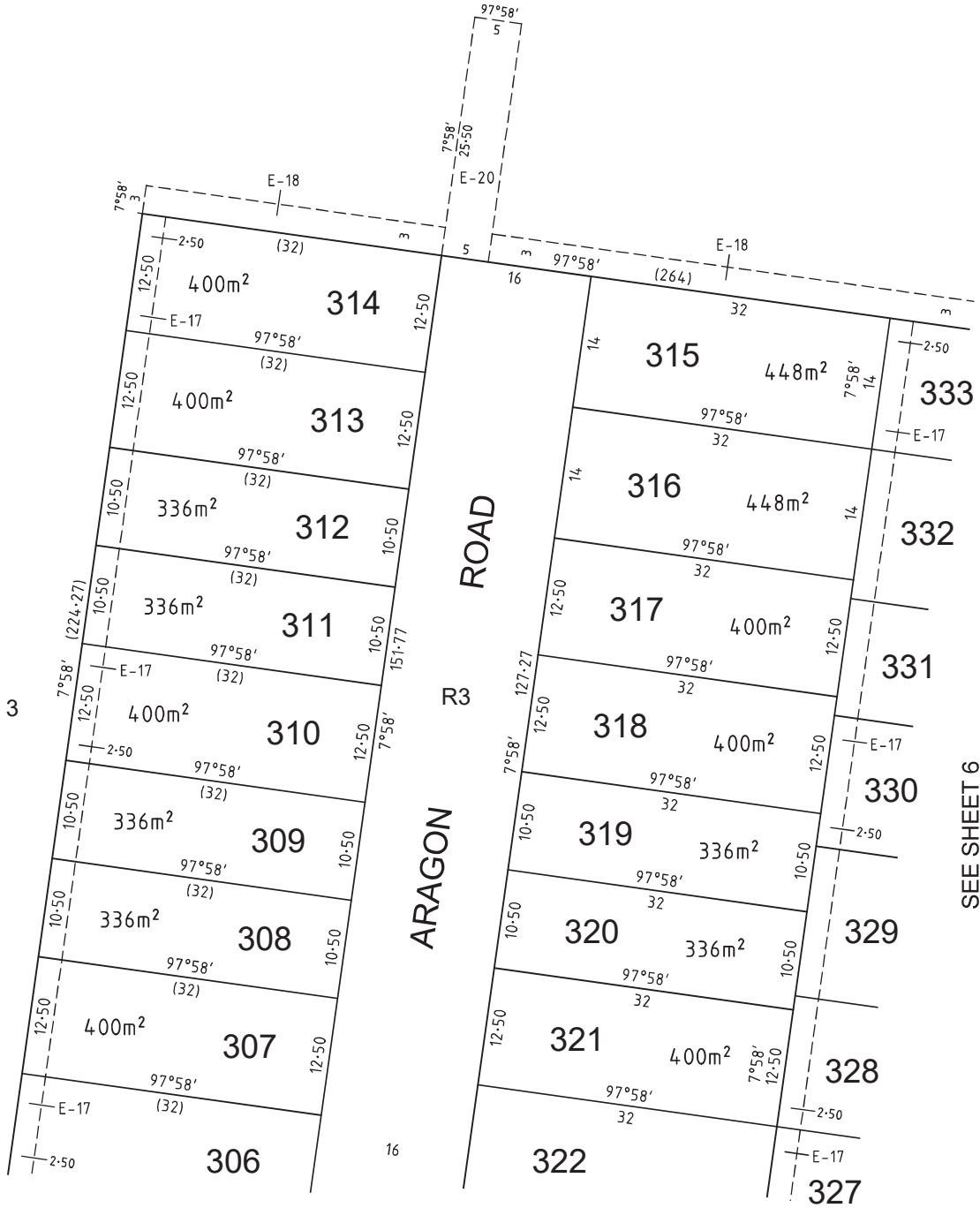
PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS841640V/S3

S4
SEE SHEET 3



S4
SEE SHEET 3



SEE SHEET 4

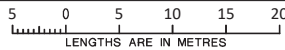
SEE SHEET 6



SMEC

2070S-03 VER A.DWG SB/SB

SCALE
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ORIGINAL SHEET
SIZE: A3

SHEET 5

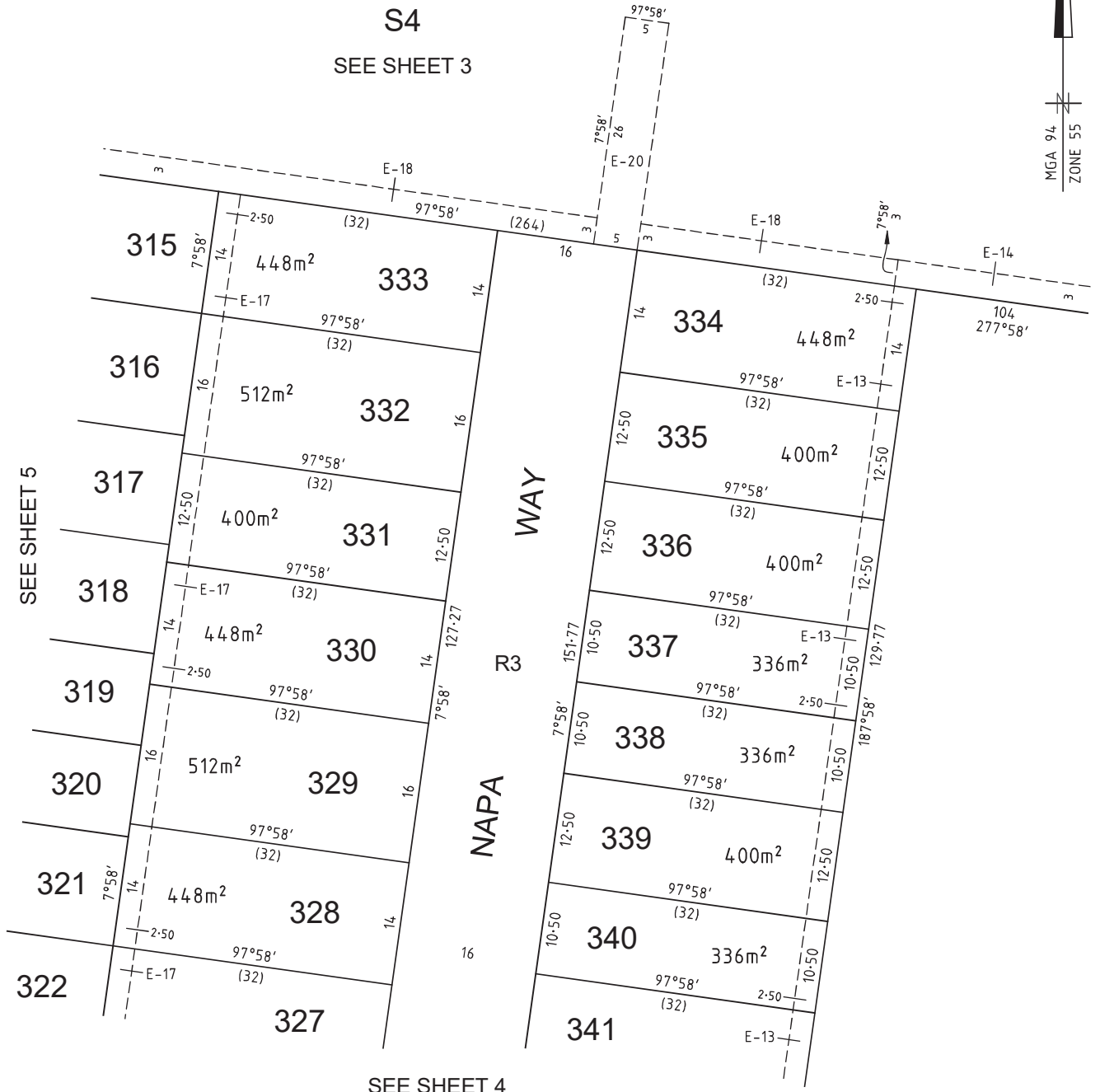
GABRIELLE MCCARTHY VERSION A

Melbourne Survey T 9869 0813

REF 2070s-03

PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS841640V/S3



S4
SEE SHEET 3

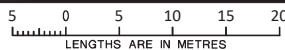
SEE SHEET 5

SEE SHEET 4



2070S-03 VER A.DWG SB/SB

SCALE
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ORIGINAL SHEET
SIZE: A3

SHEET 6

Melbourne Survey T 9869 0813

REF 2070s-03

GABRIELLE MCCARTHY VERSION A

PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS841640V/S3

CREATION OF RESTRICTION A

The following Restriction is to be created upon registration of Plan of Subdivision PS841640V/S3 by way of a restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

Table of Land Burdened and Land Benefited:

BURDENED LOT No.	BENEFITING LOTS
301	302, 303
302	301, 303
303	301, 302, 304
304	303, 305
305	304, 306
306	305, 307
307	306, 308
308	307, 309
309	308, 310
310	309, 311
311	310, 312
312	311, 313
313	312, 314
314	313
315	316, 333
316	315, 317, 332
317	316, 318, 331, 332
318	317, 319, 330, 331
319	318, 320, 329, 330
320	319, 321, 328, 329
321	320, 322, 328
322	321, 323, 327
323	322, 324, 326
324	323, 325
325	324, 326
326	323, 325, 327
327	322, 326, 328
328	320, 321, 327, 329

BURDENED LOT No.	BENEFITING LOTS
329	319, 320, 328, 330
330	318, 319, 329, 331
331	317, 318, 330, 332
332	316, 317, 331, 333
333	315, 332
334	335
335	334, 336
336	335, 337
337	336, 338
338	337, 339
339	338, 340
340	339, 341
341	340, 342
342	341, 343
343	342, 344
344	343, 345, 346
345	344, 346
346	344, 345
347	348
348	347, 349
349	348, 350
350	349, 351
351	350, 352
352	351, 353
353	352, 354
354	353, 355
355	354, 356
356	355

DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors for the time being of any burdened lot on the Plan of Subdivision must not without the consent of the Responsible Authority build or allow to be built on the lot:

Memorandum of Common Provisions (MCP)

- Any building other than a building which has been constructed and sited in accordance with the Memorandum of Common

Small Lot Housing Code

- Any building in the case of lots less than 300 square metres unless in accordance with the Small Lot Housing Code or unless a specific Planning Permit for the building has been obtained from Wyndham City Council.

The restrictions in paragraphs 1 and 2 shall cease to burden any lot on the Plan of Subdivision with affect from 1st January 2031.



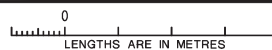
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2070S-03 VER A.DWG SB/SB

Melbourne Survey T 9869 0813

REF 2070s-03

SCALE



ORIGINAL SHEET
SIZE: A3

SHEET 7

GABRIELLE MCCARTHY VERSION A

OWNERS CORPORATION SCHEDULE

PS841640V/S3

Owners Corporation No. 1 Plan No. PS841640V/S3

Land affected by Owners Corporation Lots: ALL THE LOTS IN THE TABLE BELOW
Common Property No.: 1


Limitations of Owners Corporation: UNLIMITED

Notations
NIL

Totals		
	Entitlement	Liability
This schedule	5601	5601
Previous stages	8900	8900
Overall Total	14501	14501

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
301	100	100	350	100	100						
302	100	100	351	100	100						
303	100	100	352	100	100						
304	100	100	353	100	100						
305	100	100	354	100	100						
306	100	100	355	100	100						
307	100	100	356	100	100						
308	100	100	S4	1	1						
309	100	100									
310	100	100									
311	100	100									
312	100	100									
313	100	100									
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346	100	100									
347	100	100									
348	100	100									
349	100	100									

 SMEC <i>Local People. Global Experience.</i> Melbourne Survey T 9869 0813 F 9869 0901	SURVEYORS FILE REFERENCE: 2070s-03	SHEET 1 ORIGINAL SHEET SIZE: A3
	< GABRIELLE McCARTHY / Ver A >	

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

Privacy Collection Statement

The information in this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

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Name:	
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This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

Provisions:

Preliminary

All Provisions not addressed in this Memorandum of Common Provisions (MCP) are as required in the current Building Regulations.

This MCP cannot be changed or amended unless with the written consent of the Responsible Authority.

Approved Building Envelopes

Any building on Lot 301 to Lot 356 (inclusive) within subdivision plan PS 841640V / S3 must be contained within the building envelopes shown on the attached plan and defined by the associated setback profiles and written notes contained therein.

1. Text of restrictions:

The matters which are restricted by the building envelopes are:

1.1 Minimum street setback
Building Regulations 2018 Part 5 – Siting, Regulation 74

The front street setback is designated on the specified Building Envelope for each allotment. All dwellings 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 dwelling.

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.

Garages must be constructed within the Building Envelope and sited a minimum of 5 metres from the front street boundary

Setbacks for single garages for lots less than 12.5 metres in width, are nominated on the building envelopes.

35271702A

SMEC Ref: 2070s-03 Alamora Ver A

1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in instruments and plans.

91ATLA

Page 1 of 8

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

Memorandum of common provisions

Section 91A Transfer of Land Act 1958

1.2 Building height

Building Regulations 2018 Part 5 – Siting, Regulation 75 Wyndham Planning Scheme Clause 54.03-2

The height of a building must not exceed the maximum building height shown in the profile diagrams specified in the Building Envelope Schedule. Maximum building heights between specified points on a setback profile lie on a straight line drawn between the two specified points within a profile. Maximum building heights between profiles lie on a straight line drawn between the closest parts of the two profiles.

1.3 Site coverage

Building Regulations 2018 Part 5 – Siting, Regulation 76 Wyndham Planning Scheme Clause 54.03-3

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.

1.4 Side and rear setbacks

Building Regulations 2018 Part 5 – Siting, Regulation 79 Wyndham Planning Scheme Clause 54.04-1

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 Profile Diagrams 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 plan and adjacent buildings allow. The measurements are taken from the natural surface levels to the top of the wall.

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

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.

1.5 Walls on boundaries

Building Regulations 2018 Part 5 – Siting, Regulation 80 Wyndham Planning Scheme Clause 54.04-2

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. The 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.

Within the BBZ, the following apply:

- Walls within the BBZ 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 metre from the boundary must be within 200 mm of the boundary.
- BBZ is permitted to one side only

Memorandum of common provisions

Section 91A Transfer of Land Act 1958

Encroachments

Side, Side Street and Rear: The following may encroach into the specified setback distances by not more than 600 mm:

- 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 from natural ground level
- 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 4.5 metres.
- Decks and uncovered landings of not more than 2 square metres and less than 0.8 metres high from natural ground level
- Eaves.

For the purposes of these guidelines, gutters are not a measured item.

1.6 Daylight to existing habitable room windows Building Regulations 2018 Part 5 – Siting, Regulation 81 Wyndham Planning Scheme Clause 54.04-3

This item is covered within the building envelope plan and profile diagrams.

Building Regulation 81 is superseded by this MCP.

1.7 Solar access to existing north-facing habitable room windows Building Regulations 2018 Part 5 – Siting, Regulation 82 Wyndham Planning Scheme Clause 54.04-4

This item is covered within the building envelope plan and profile diagrams.

Building Regulation 82 is superseded by this MCP.

1.8 Overshadowing of recreational private open space Building Regulations 2018 Part 5 – Siting, Regulation 83 Wyndham Planning Scheme Clause 54.04-5

This item is covered within the building envelope plan and profile diagrams.

Building Regulation 83 is superseded by this MCP.

Memorandum of common provisions

Section 91A Transfer of Land Act 1958

1.9 Overlooking Building Regulations 2018 Part 5 – Siting, Regulation 84 Wyndham Planning Scheme Clause 54.04-6

This item is covered within the building envelope plan and profile diagrams.

Building Regulation 85 is superseded by this MCP.

Building regulations

Building regulations 73, 74, 75, 79, 81, 82, 83, 84 & 85 are superseded by the approved building envelopes.

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.

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)

Additional Definitions

DAP

DAP means the Design Assessment Panel appointed by Villawood responsible for approving designs to be in accordance with this MCP.

Memorandum of common provisions

Section 91A Transfer of Land Act 1958

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.

MCP

This Memorandum of Common Provisions.

Natural ground level

Natural ground level means the ground level after engineering works associated with the subdivision have been completed.

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.

Site coverage

Site coverage includes roofed areas of the dwelling, in addition to roofed terraces, patios, decks and pergolas. Eaves, fascia and gutters not exceeding 600 mm in total width, and unroofed swimming pools, terraces, patios, decks and pergolas should be disregarded.

Standard lot

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

Street

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

Villawood

Villawood Properties.

Memorandum of common provisions

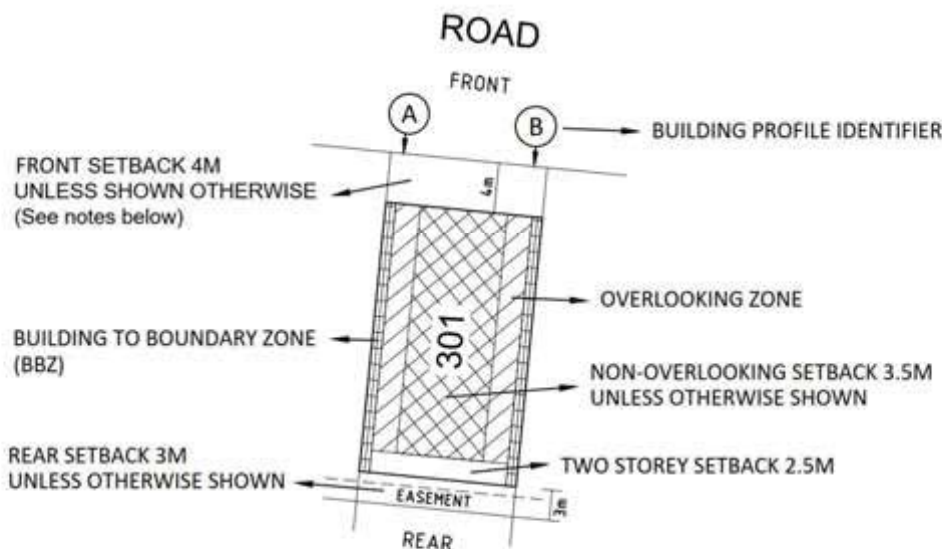
Section 91A Transfer of Land Act 1958

Diagrams and plans:

BUILDING ENVELOPE PLAN

LEGEND

EXAMPLE OF TYPICAL BUILDING ENVELOPE SETBACKS



NOTATIONS

- The front and side setbacks are measured to the outermost walls of the buildings.
- Garages must be setback a minimum of 5.0m from the front street boundary unless otherwise noted.
- Walls less than 1.0m form the boundary must be within 200mm of the boundary.
- Two storey setback within the building envelope at the rear of the properties is 2.5m
- Building to Boundary Zone to one boundary only unless terrace profile nominated.

ADDITIONAL NOTATIONS (for Lots marked with *):

- With the exception of garages with access from a laneway, garages must be located or setback behind the front facade of the home.
- Minimum Open Space required is 25 square metres with a 3m minimum width.
- Maximum building site coverage of 60% is permitted.

Refer "Diagrams and Plans" in this document for further definitions.

	Single Storey Building Envelope Note: Garages must be setback a minimum 5m from main street frontage
	Building to Boundary Zone
	Overlooking Zone - Habitable room windows or raised open spaces are a source of overlooking
	Non-Overlooking Zone - Habitable room windows or raised open spaces are not a source of overlooking
	Double Storey Building Requirement

The registered proprietor or proprietors of the lot are required to build in accordance with the approved building envelopes shown hereon and in accordance with the "Profile Diagrams" in this document.

This plan forms part of the "Alamora Design Guidelines". Please refer to these Guidelines for further information.

Memorandum of common provisions

Section 91A Transfer of Land Act 1958

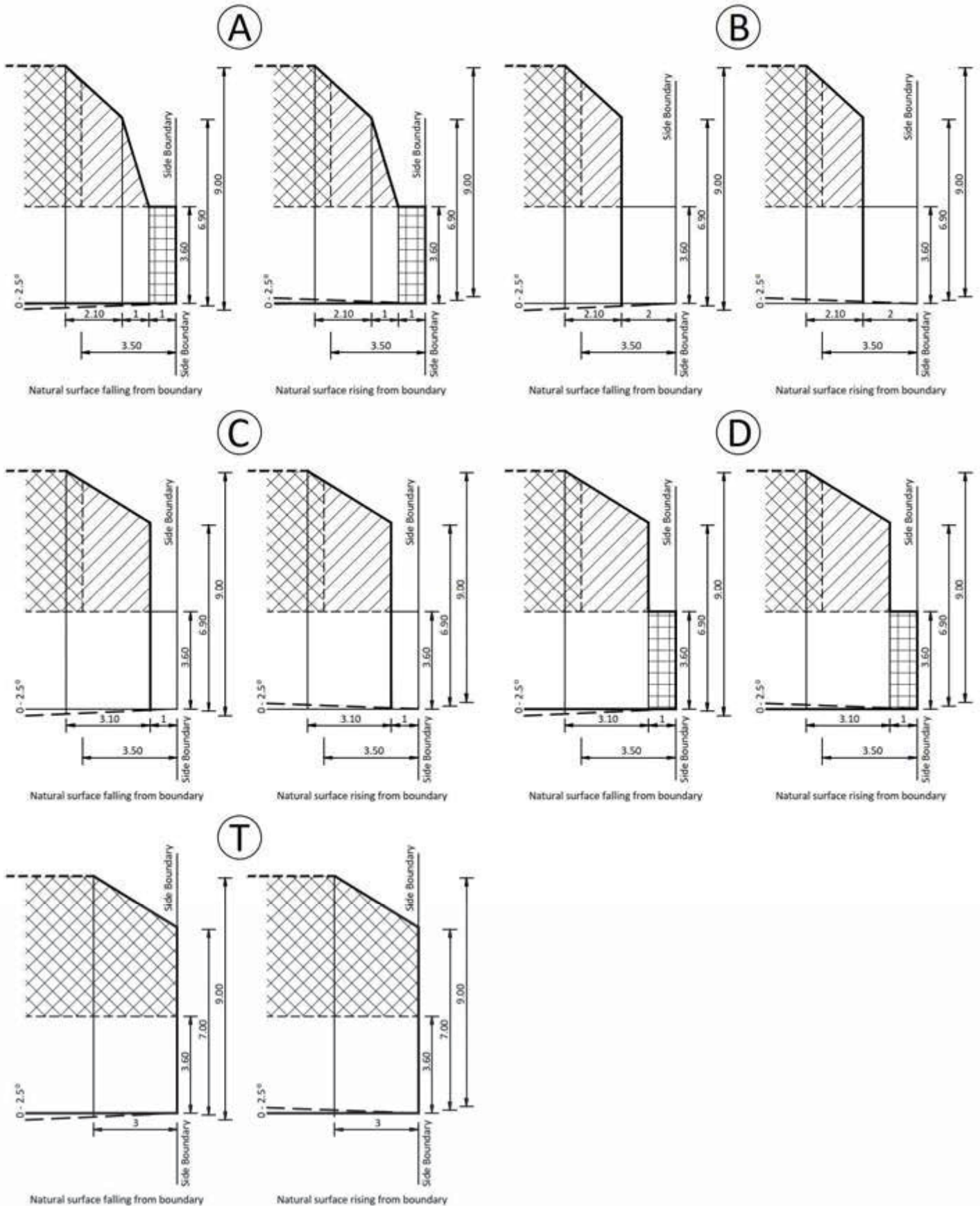
NOTATIONS

- Where a profile when applied covers an easement, the portion of the profile within the easement cannot be considered for approval / built upon. This may vary in the circumstances where building on the easement receives prior written consent by the relevant authority.
- The Building Envelopes on this plan are shown enclosed by continuous thick lines.
- Profile types (A), (B), (C), (D) and (T) are contained in "Profile Diagrams" in this document.
- TYPE A denotes Small Lot Housing Code Type A
- TYPE B denotes Small Lot Housing Code Type B



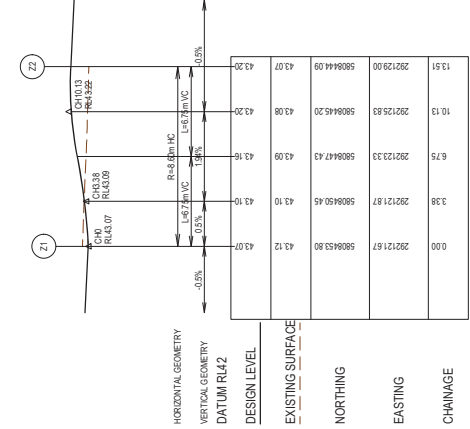
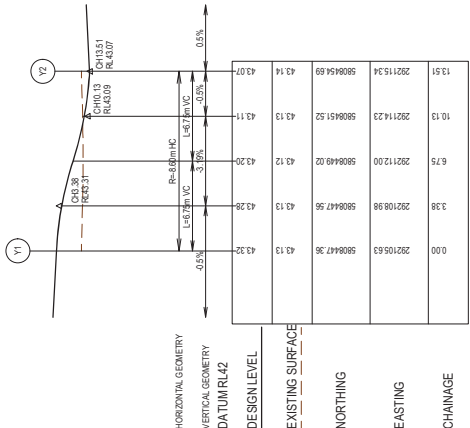
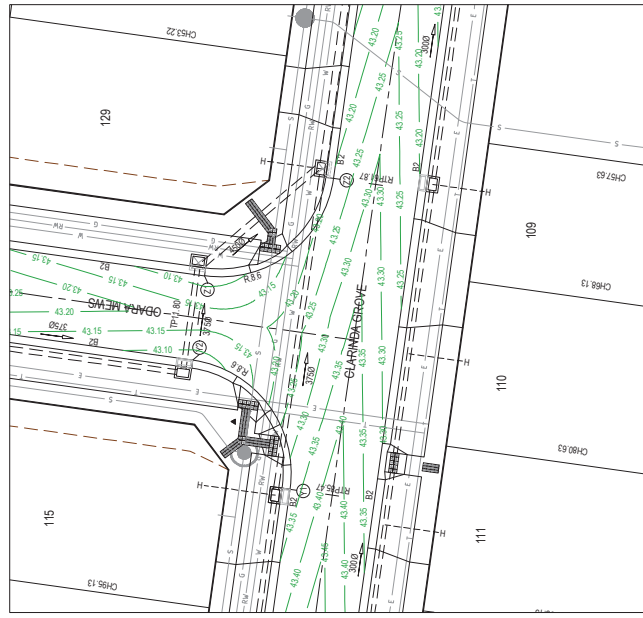
Memorandum of common provisions
Section 91A Transfer of Land Act 1958

PROFILE DIAGRAMS



LEGEND - INTERSECTION DETAIL PLAN
 All materials from the manufacturer's literature.

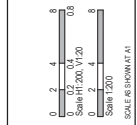
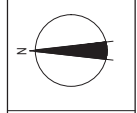
	STORMWATER INLET
	STORMWATER INLET & PROPERTY INLET
	MANHOLE
	SEWER & MAINTENANCE STRUCTURE
	SERVICE CONDUIT
	TACTILE PAVERS
	EXISTING STORMWATER DRAIN
	PROPOSED STORMWATER DRAIN
	EXISTING SEWER MAINTENANCE STRUCTURE
	EXISTING SERVICE CONDUIT
	FUTURE STORMWATER DRAIN
	FUTURE MANHOLE
	FUTURE SEWER & MAINTENANCE STRUCTURE
	FUTURE HOUSE DRAIN
	FUTURE SERVICE CONDUIT
	EDGE STRIP
	SUBSOIL DRAIN
	TEMPORARY SURFACE MARK
	TEMPORARY BENCH MARK
	PROPOSED DRIVEWAY & FOOTPATH



WARNING
BWARE OF UNDERGROUND SERVICES
 The locations of underground services are approximate only and their exact position should be proven on site.
 No guarantee is given that all existing services are shown. Locate all underground services before commencement of works.
DIAL 1100 BEFORE YOU DIG
 www.1100.com.au

Alamora Estate, Sayers Road, Tamelit - Stage 1
 Wyndham City Council
 Road and Drainage
 Intersection Detail Plan - 2

REVISIONS: 234 D5 | PROJECT NUMBER: 2070E-18A-05 | SHEET NO. 05 of 20 | REASON: B

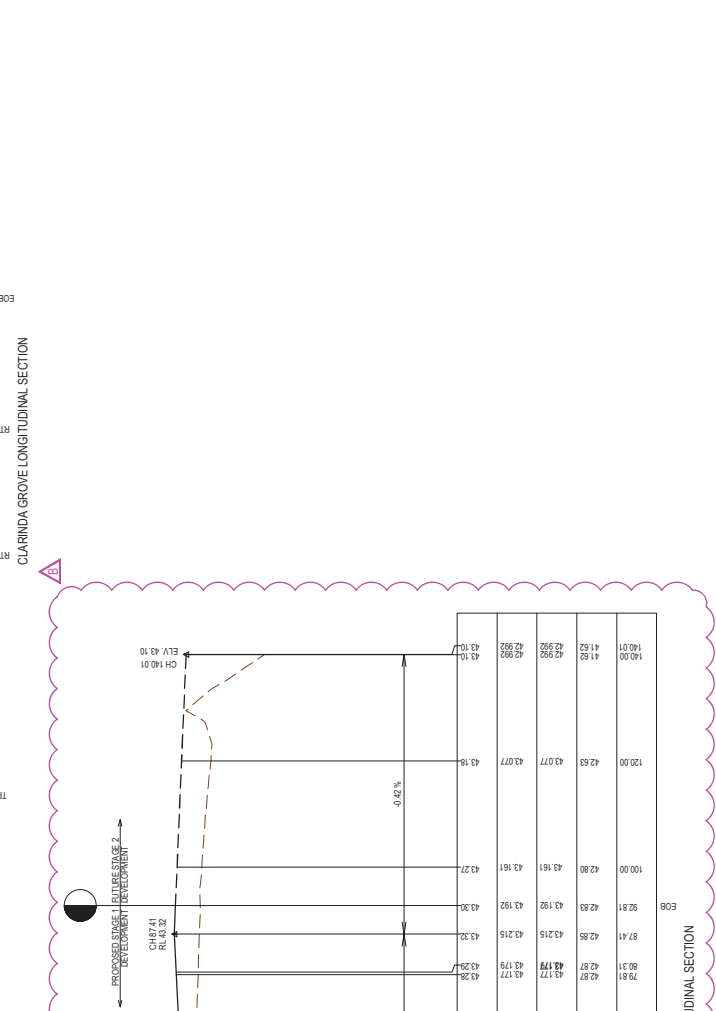
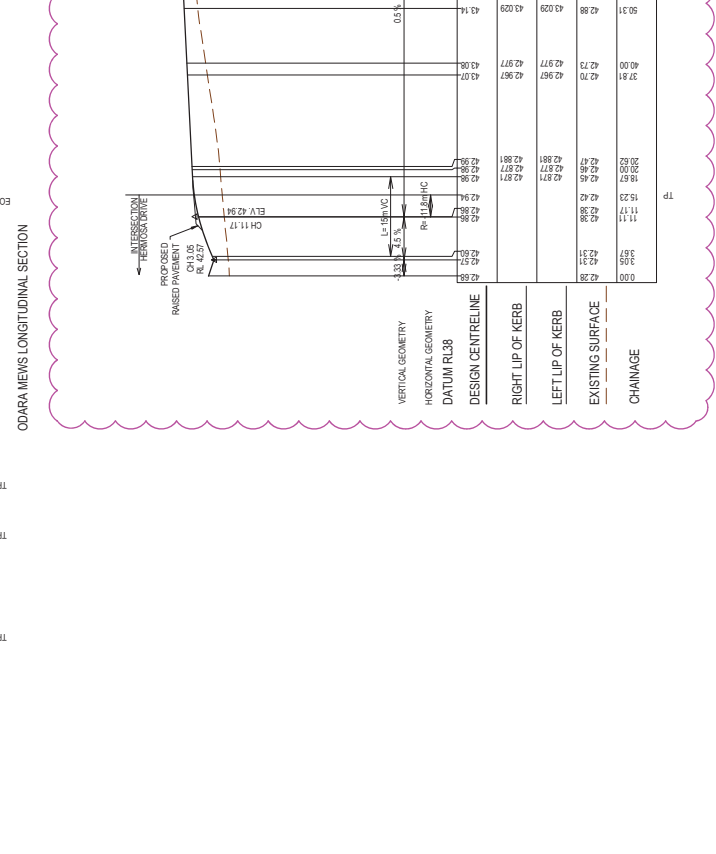
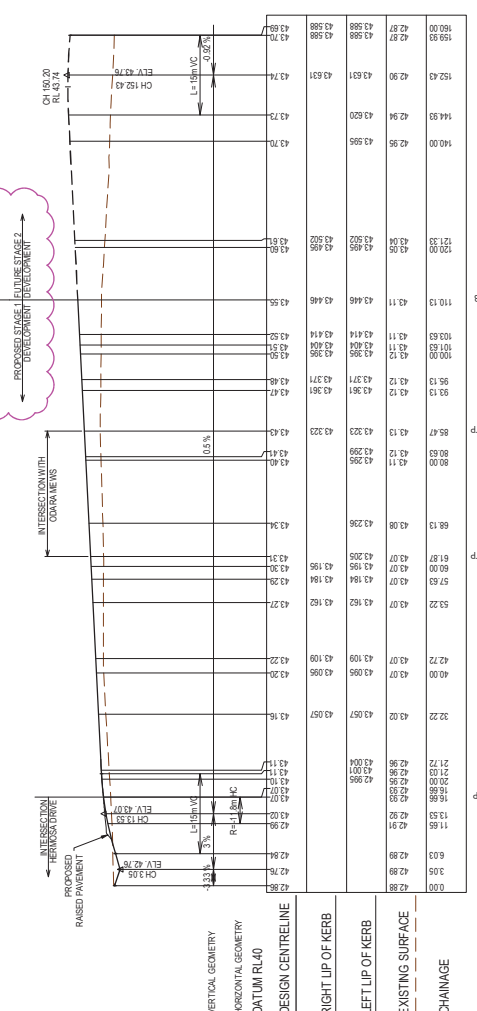
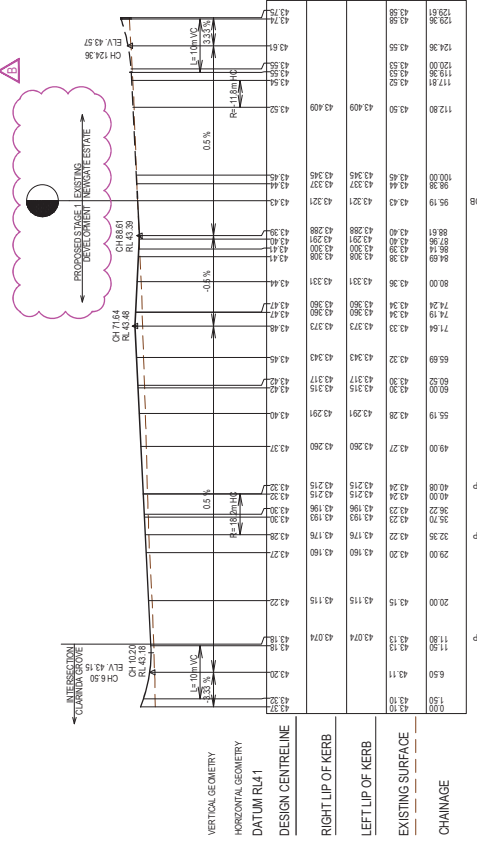


NAME	A. Firth
DESIGNER	A. Firth
CHECKED	N. Freeman
AUTHORISED	C. Swain
REFERENCE No. 1	
REFERENCE No. 2	

All drawings should be carried out in accordance with the Australian Standards for Engineering Drawings (AS 1100).
 SIGNED: Any digital information supplied by this office is for information only. Any discrepancies should be discussed with the superintendent.

REV	DATE	REVISION DESCRIPTION	DEPTH	APPROVAL
A	25.03.20	ISSUED TO COUNCIL FOR APPROVAL	AS/DRAW	CS
B	20.10.20	NEW DEVELOPMENT NAME, STAGE NO. & LOT NUMBERS	MS/MS	CS

SUBJECT TO APPROVAL



REV	DATE	REVISION DESCRIPTION	DESIGNER	CHECKED	AUTHORIZED	REFERENCE No. 1	REFERENCE No. 2
A	25.03.20	ISSUED TO COUNCIL FOR APPROVAL	A. Farnell	A. Farnell	N. Freeman		
B	20.10.20	NEW DEVELOPMENT NAME, STAGE NO. & NAPA WAY CHANGES	A. Farnell	A. Farnell	N. Freeman		

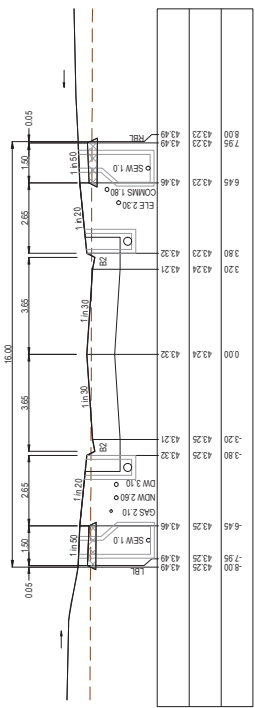
SUBJECT TO APPROVAL

SMC Engineering & Planning
 10/1005415 (R) 777 Colm St
 Colma Stomax Road
 Mackay, Qld 4730
 Ph: 08 93814100

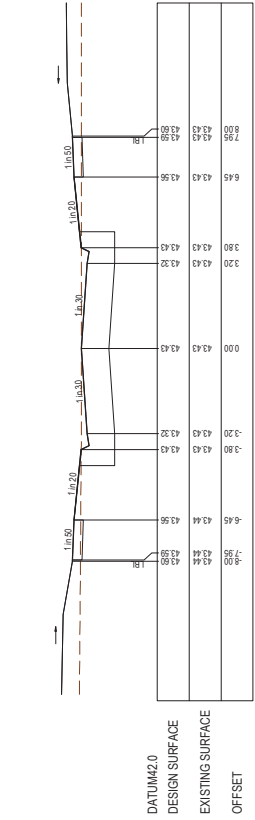
Almora Estate, Sayers Road, Tarnett - Stage 1
 Wyndham City Council
 Road and Drainage
 Longitudinal Sections - 1

PROJECT DRAWING No. 234 D5 | 2070E-18A-06
 SHEET No. 06 of 20
 REVISION B

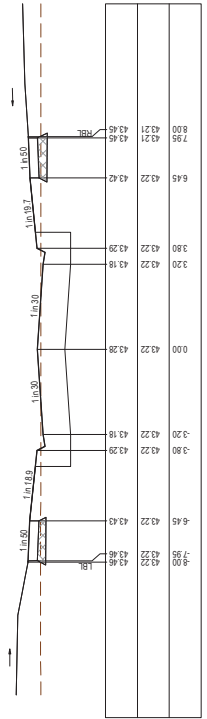
STRUCTURAL FILL REQUIRED UNDER PAVEMENT AND FOOTPATHS WHERE CONSTRUCTED ABOVE EXISTING SURFACE



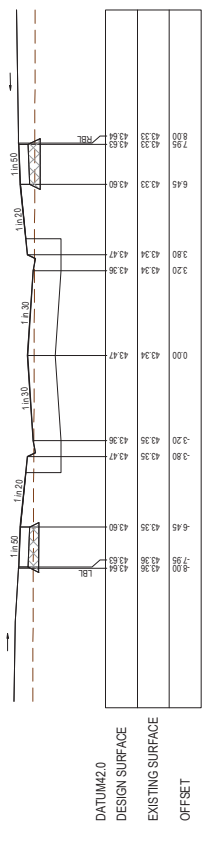
TP CH 40.08



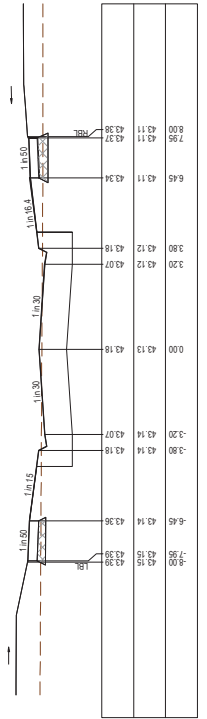
EOB CH 95.19



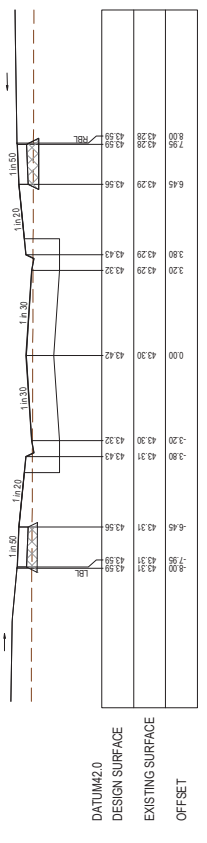
TP CH 32.35



CH 74.19



TP CH 11.80



CH 60.52

REV	DATE	REVISION/DESCRIPTION	DESIGN	APPROVAL
A	25.03.20	ISSUED TO GO AHEAD FOR APPROVAL	MSNS	MSNS
B	20.10.20	NEW DEVELOPMENT NAME, STAGE NO. & LOT NUMBERS	MSNS	MSNS

SUBJECT TO APPROVAL

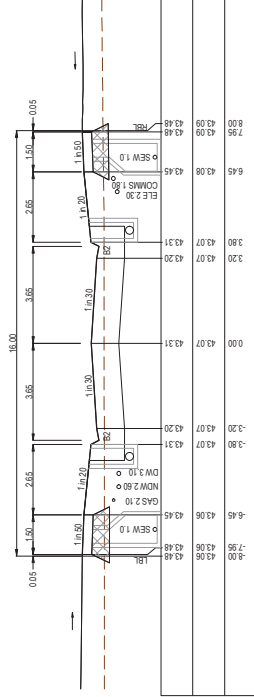
ALL DRAWINGS SHOULD BE CAREFULLY CHECKED IN ACCORDANCE WITH NZS3101:2015. ANY DISCREPANCIES SHOULD BE DISCUSSED WITH THE SUPERVISOR.
 SIGNED AND DATED FOR THE PROJECT: [Signature] DATE: [Date]
 SIGNED AND DATED FOR THE CLIENT: [Signature] DATE: [Date]

NAME	TITLE
A. Firth	DRAWER
A. Firth	DESIGNER
N. Freeman	CHECKED
C. Sutton	AUTHORISED
	REFERENCE No. 1
	REFERENCE No. 2

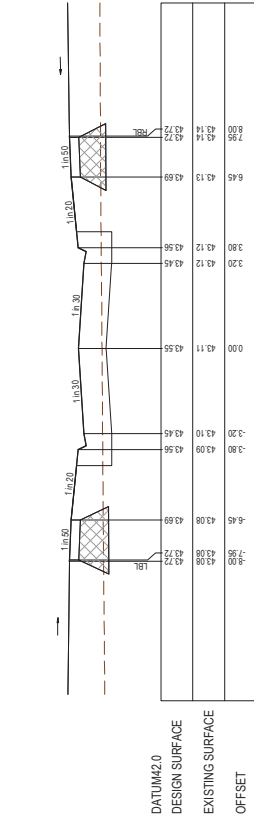


SMEC
 Member of the Sellen Group
 John Hoggins | 04 777 0444 3
 Collins Street West | Auckland, NZ 1010
 Ph: 03 9314 1000

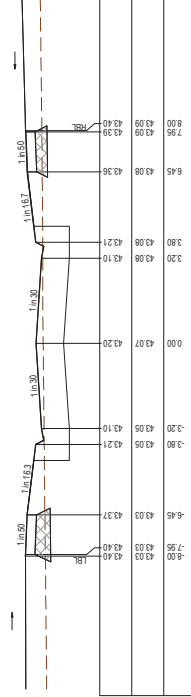
STRUCTURAL FILL REQUIRED UNDER PAVEMENT AND FOOTPATHS WHERE CONSTRUCTED ABOVE EXISTING SURFACE



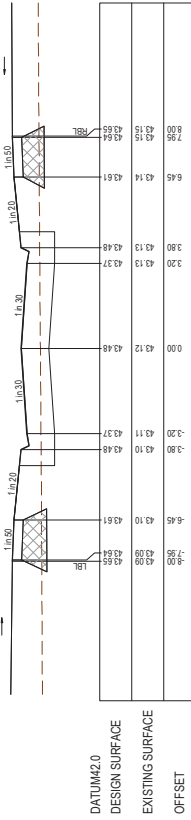
RTP CH 61.87



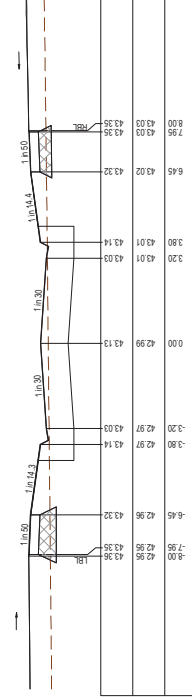
CH 110.13



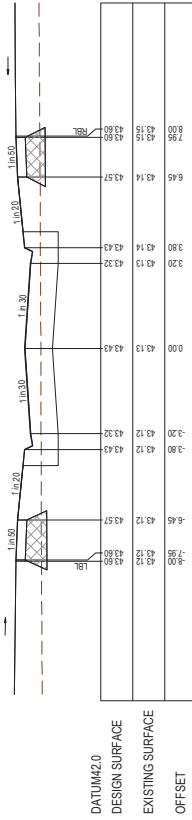
CH 40.16



CH 95.38



CH 26.16

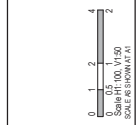


RTP CH 85.47

REV	DATE	DESCRIPTION	ISSUED TO	APPROVAL
A	25.03.20	ISSUED TO COUNCIL FOR APPROVAL	ARRR	CS
B	20.10.20	NEW DEVELOPMENT NAME, STAGE NO. & LOT NUMBERS	MSNS	CS

REVISION	DATE	DESCRIPTION	ISSUED TO	APPROVAL
1	20.10.20	ISSUED TO COUNCIL FOR APPROVAL	ARRR	CS
2	20.10.20	NEW DEVELOPMENT NAME, STAGE NO. & LOT NUMBERS	MSNS	CS

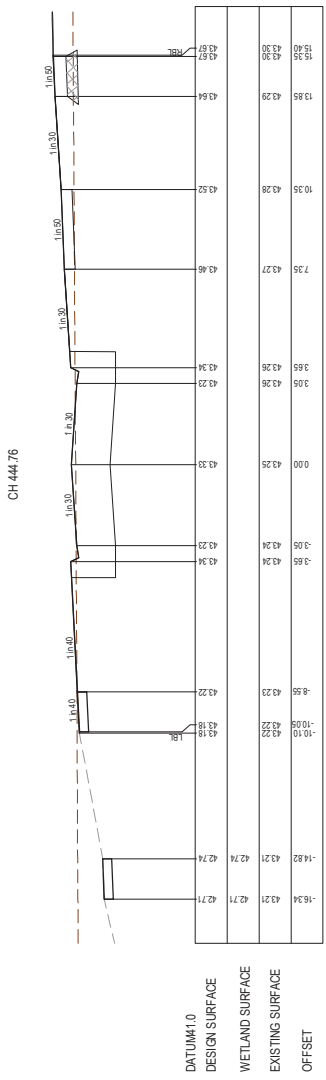
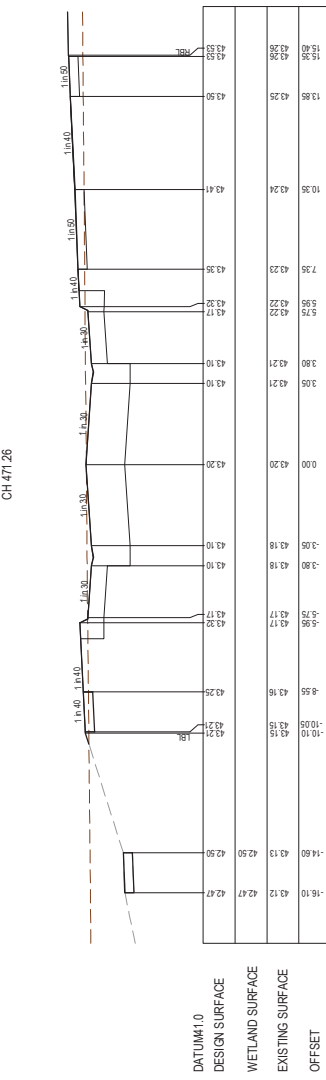
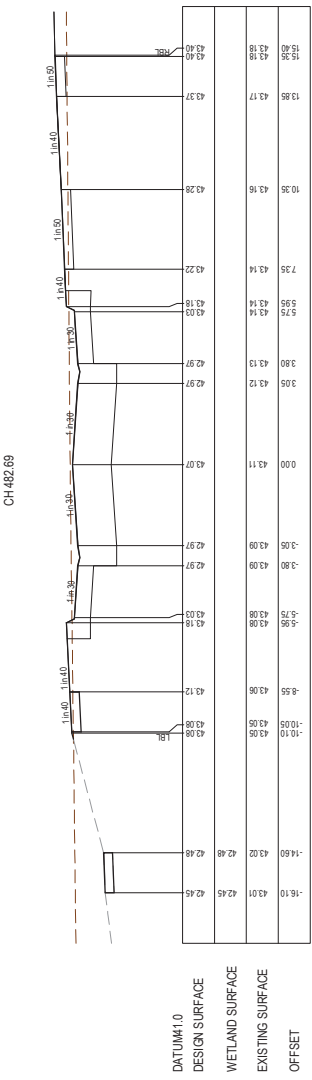
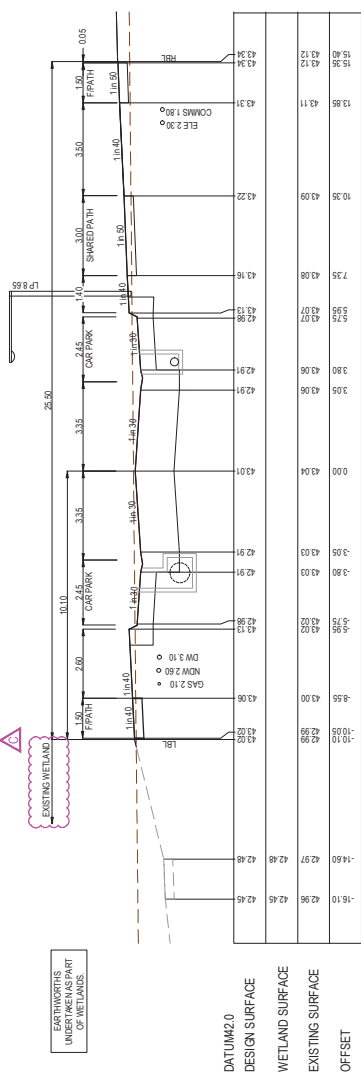
NAME	TITLE
A. Firth	DRAWER
A. Firth	DESIGNER
N. Freeman	CHECKED
C. Swain	AUTHORISED
	REFERENCE No. 1
	REFERENCE No. 2



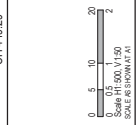
Member of the Sellen Group
 John H. Sellen & Co. Pty Ltd
 177 Colina St
 Mackay, QLD 4740
 Ph: 08 9314 1300

SUBJECT TO APPROVAL

STRUCTURAL FILL REQUIRED UNDER PAVEMENT AND FOOTPATHS WHERE CONSTRUCTED ABOVE EXISTING SURFACE



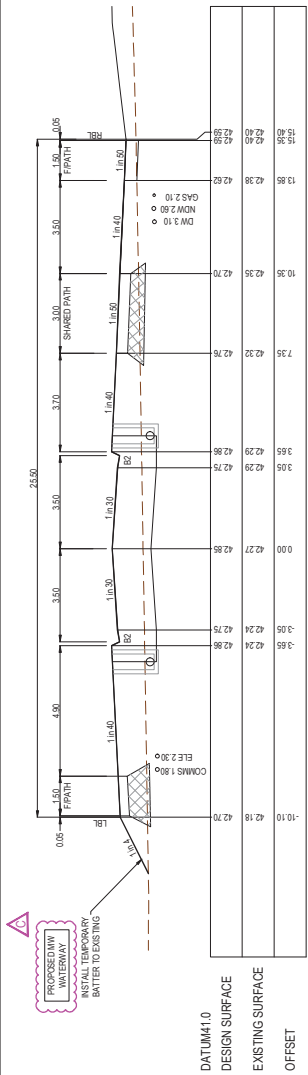
Almora Estate, Sayers Road, Tamet - Stage 1
Wyndham City Council
Road and Drainage
Cross Sections: Hermosa Drive
Ch 419.29 - Ch 482.69



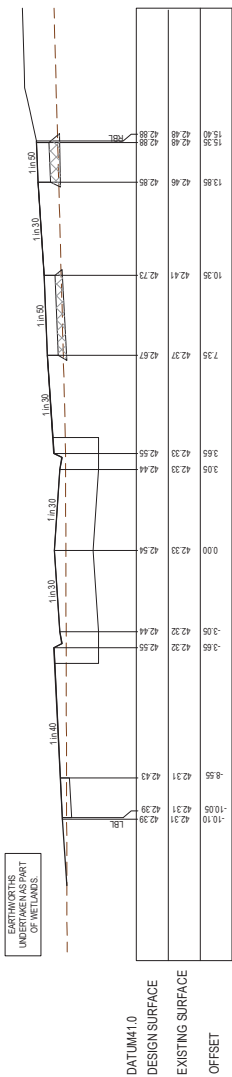
REV	DATE	REVISION / DESCRIPTION	DESIGNER	CHECKED	AUTHORIZED	REFERENCE No. 1	REFERENCE No. 2
A	25.03.20	ISSUED TO COUNCIL FOR APPROVAL	A. Firth	A. Firth	N. Freeman		
B	22.08.20	HEAVY/DRAWN FOR FOOTPATH AMENDED	A. Firth	A. Firth	N. Freeman		
C	20.10.20	NEW DEVELOPMENT NAME, STAGE NO. & LOT NUMBERS	A. Firth	A. Firth	C. Swain		

SUBJECT TO APPROVAL

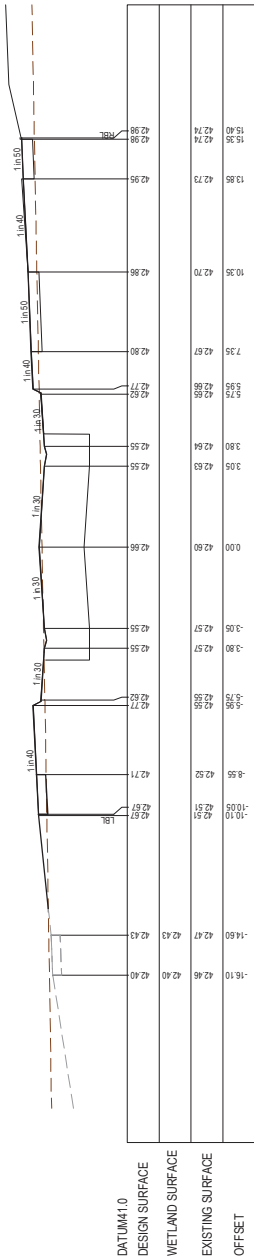
STRUCTURAL FILL REQUIRED UNDER PAVEMENT AND FOOTPATHS WHERE CONSTRUCTED ABOVE EXISTING SURFACE



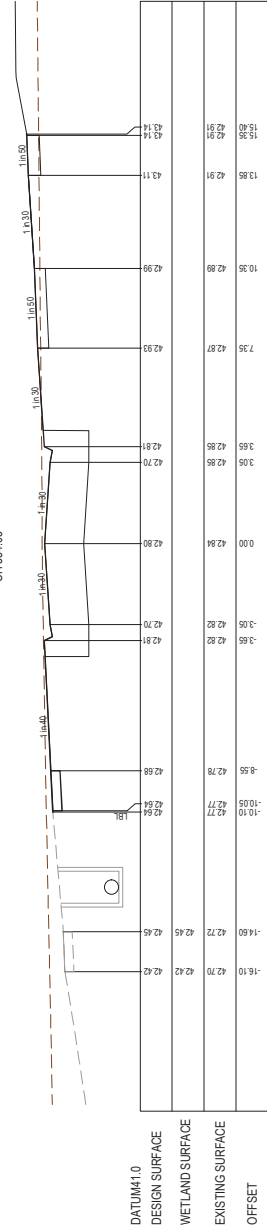
CH 600.55



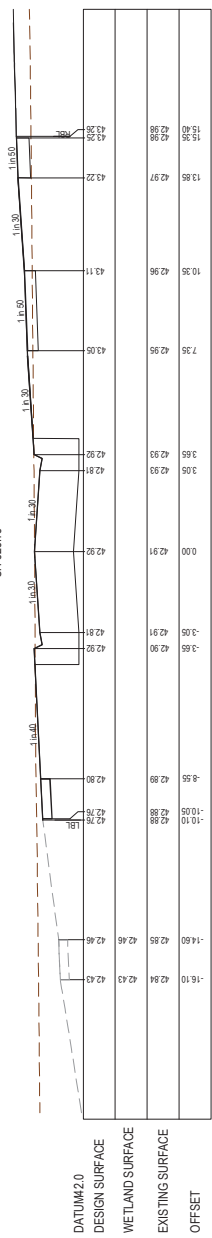
RTP CH 584.81



CH 554.03



CH 525.76



CH 502.18

Alamora Estate, Sayers Road, Tarnett - Stage 1
Wyndham City Council
Road and Drainage
Cross Sections: Hermosa Drive
Ch 502.18 - Ch 606.55

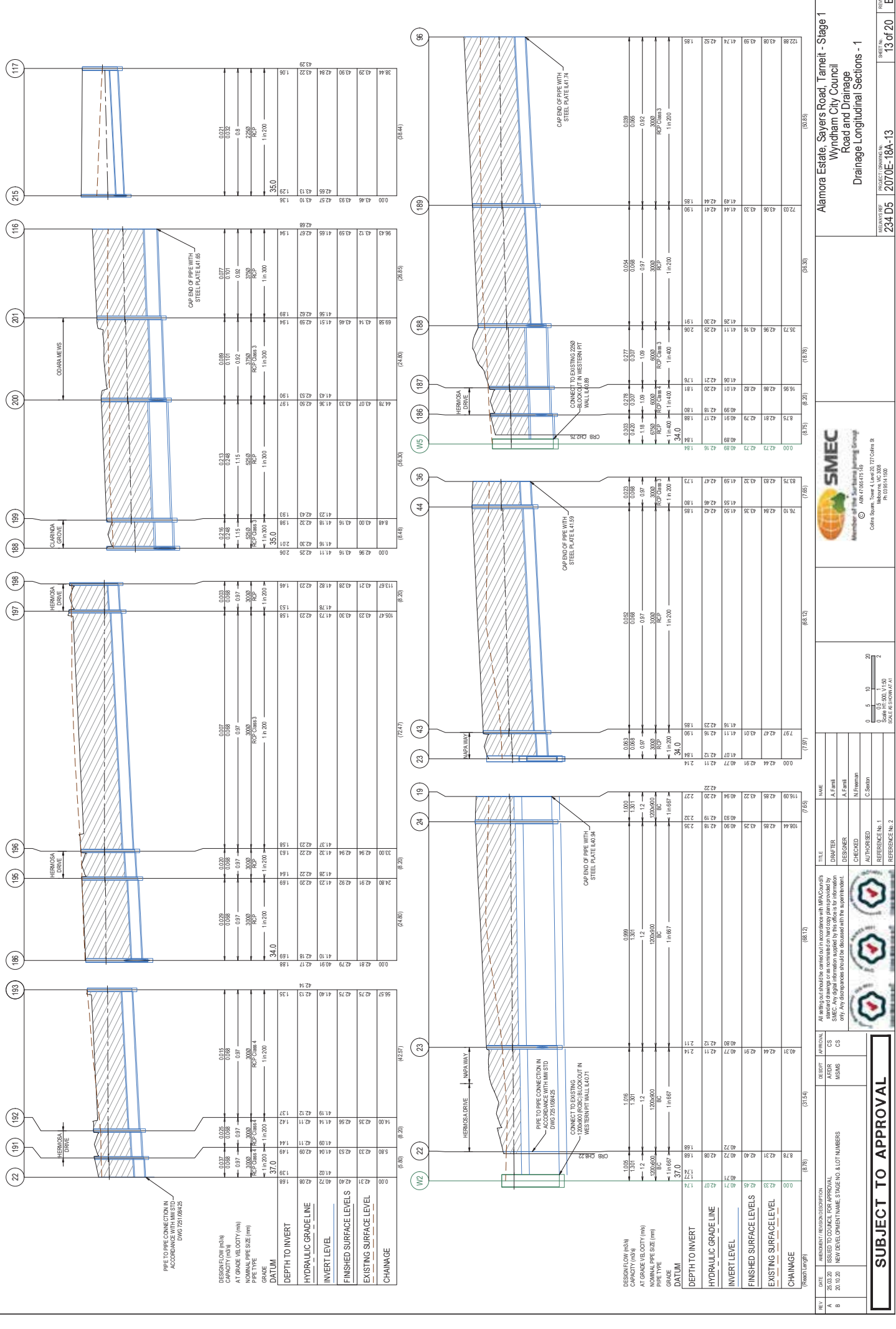


REV	DATE	DESCRIPTION	DESIGNER	CHECKED	AUTHORISED	REFERENCE No. 1	REFERENCE No. 2
A	25.03.20	ISSUED TO COUNCIL FOR APPROVAL	A. Firth	A. Firth	N. Freeman		
B	22.08.20	HERMOSA DR FOOTPATH AMENDED	A. Firth	A. Firth	N. Freeman		
C	20.10.20	NEW DEVELOPMENT NAME, STAGE NO. & LOT NUMBERS	A. Firth	A. Firth	N. Freeman		

SUBJECT TO APPROVAL

DATE PLOTTED: 20/10/2020 10:58:06 AM
PRINTED BY: A632569 (01/10/2020) 08:58:06 AM

CRUSHED ROCK BACKFILL
 (OR INDICATES CRUSHED ROCK BACKFILL COMPACTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SPECIFICATION CLASS 2 UNDER ROAD PAVEMENT & CLASS 3 BEHIND CURB)



Almora Estate, Sayers Road, Tarnett - Stage 1
 Wyndham City Council
 Road and Drainage
 Drainage Longitudinal Sections - 1

SMC
 Member of the Sustainable Energy
 John H. 042414 1677 Colm. 3
 Colm Stammers
 Melbourne, VIC 3008
 Ph: 03 9514 1300

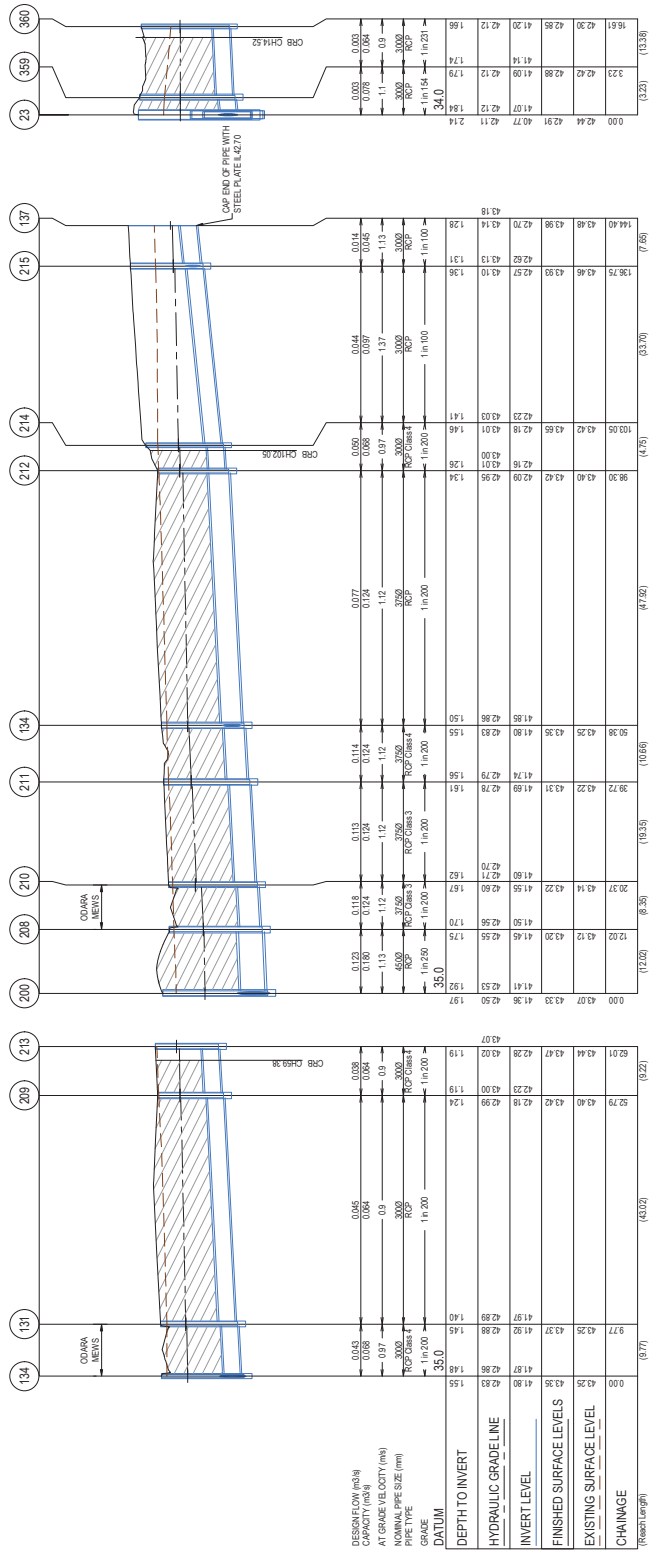
DATE: 25.03.20
 ISSUED TO: GOVAIL FOR APPROVAL
 DRAWN BY: 20.10.20
 NEW DEVELOPMENT NAME, STAGE NO. & LOT NUMBERS

NAME: A. Farn
 TITLE: DESIGNER
 CHECKED: N. Freeman
 AUTHORIZED: C. Swann
 REFERENCE No. 1
 REFERENCE No. 2

SUBJECT TO APPROVAL

DATE: 25.03.20
 PROJECT NUMBER: 234-D5
 SHEET NO.: 13 of 20
 REVISION: B

CRUSHED ROCK BACKFILL
 (OR INDICATES CRUSHED ROCK BACKFILL COMPACTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR ROAD CONSTRUCTION UNDER ROAD PAVEMENT CLASS 3, BEING A-2-B)

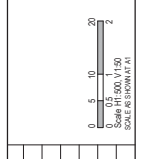


REV	DATE	DESCRIPTION	ISSUED TO	DATE	DESCRIPTION
A	25.03.20	ISSUED TO COUNCIL FOR APPROVAL	ARRR		
B	20.10.20	NEW DEVELOPMENT NAME, STAGE NO. & LOT NUMBERS	MSNS		

PROJECT DESCRIPTION	Alamora Estate, Sayers Road, Tarnett - Stage 1
CLIENT	Wyndham City Council
PROJECT NAME	Road and Drainage
PROJECT NO.	2070E-18A-14
PROJECT DRAWING NO.	234-D5
DATE	14 of 20
REASON	B

SUBJECT TO APPROVAL

DATE PLOTTED: 14/03/2020 09:08:14 AM



NAME	A. Farn
DESIGNER	A. Farn
CHECKED	N. Freeman
AUTHORISED	C. Swain
REFERENCE No. 1	
REFERENCE No. 2	



ALL DRAWINGS MUST BE CHECKED AND APPROVED BY THE ENGINEER IN CHARGE WITH THE PROJECT. ANY CHANGES TO THE DRAWING MUST BE APPROVED BY THE ENGINEER IN CHARGE. THE ENGINEER IN CHARGE IS RESPONSIBLE FOR THE ACCURACY OF THE DRAWING. THE CLIENT IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED. THE ENGINEER IN CHARGE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT. ANY DISCREPANCIES SHOULD BE DISCUSSED WITH THE SUPERVISOR.

LEGEND: SIGN AND LINE MARKING
ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN METERS

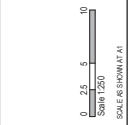
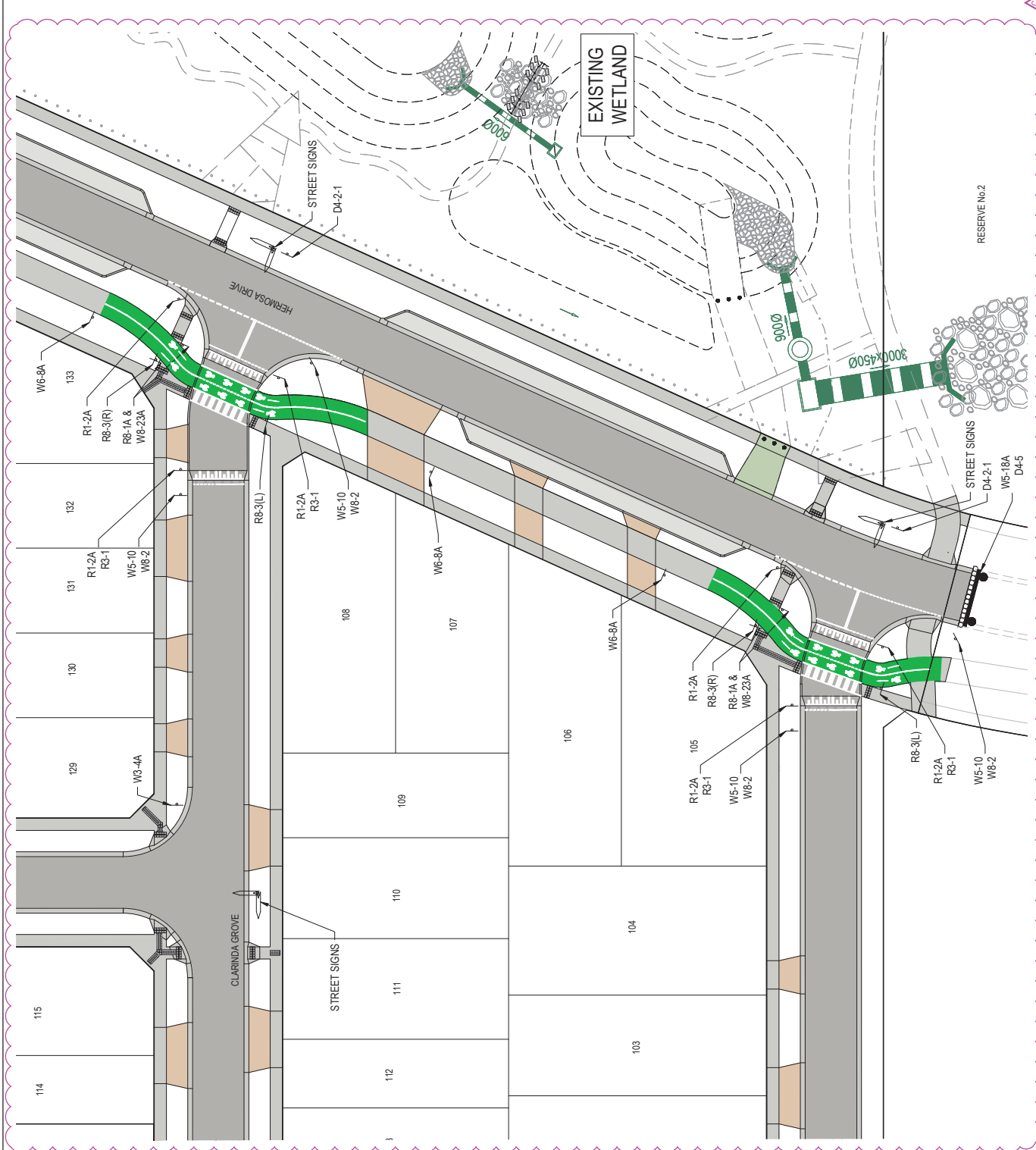
	GIVE WAY
	R1-2A
	R3-1
	SPEED HUMP
	W5-10
	W8-2 (20km/h)
	ROAD AHEAD
	W6-8A
	R8-3(L)
	R8-3(R)
	SPEED HUMP AHEAD
	W3-4A
	ROAD ENDS
	W5-78A
	D4-5
	D4-2-1
	R8-1A
	W8-23A

WARNING
BEWARE OF UNDERGROUND SERVICES
The locations of underground services are approximate only and their exact position should be proven on site. No responsibility is accepted for damage to underground services. Locate all underground services before commencement of works.
DAL 1100 BEFORE YOU DIG
www.1100.com.au

- NOTES**
1. 30° BENDS TO HAVE CENTRELINE MARKING WITH RRPPMS AT MAXIMUM SPACING.
 2. ALL DIMENSIONS TO BE GIVEN IN METERS UNLESS OTHERWISE SPECIFIED.
 3. ALL LINE MARKING & SIGNAGE TO BE IN ACCORDANCE WITH AUSTRALIAN STANDARD AS 1742.

Alamora Estate, Sayers Road, Tarnett - Stage 1
Wyndham City Council
Road and Drainage
Signage & Linemarking Plan

PROJECT NUMBER: 234-D5
SHEET NO. 16 OF 20
DATE: 20/07/2016



NAME	TITLE
A. Firth	DRAWER
N. Freeman	DESIGNER
C. Swain	CHECKED
	AUTHORISED
	REFERENCE No. 1
	REFERENCE No. 2



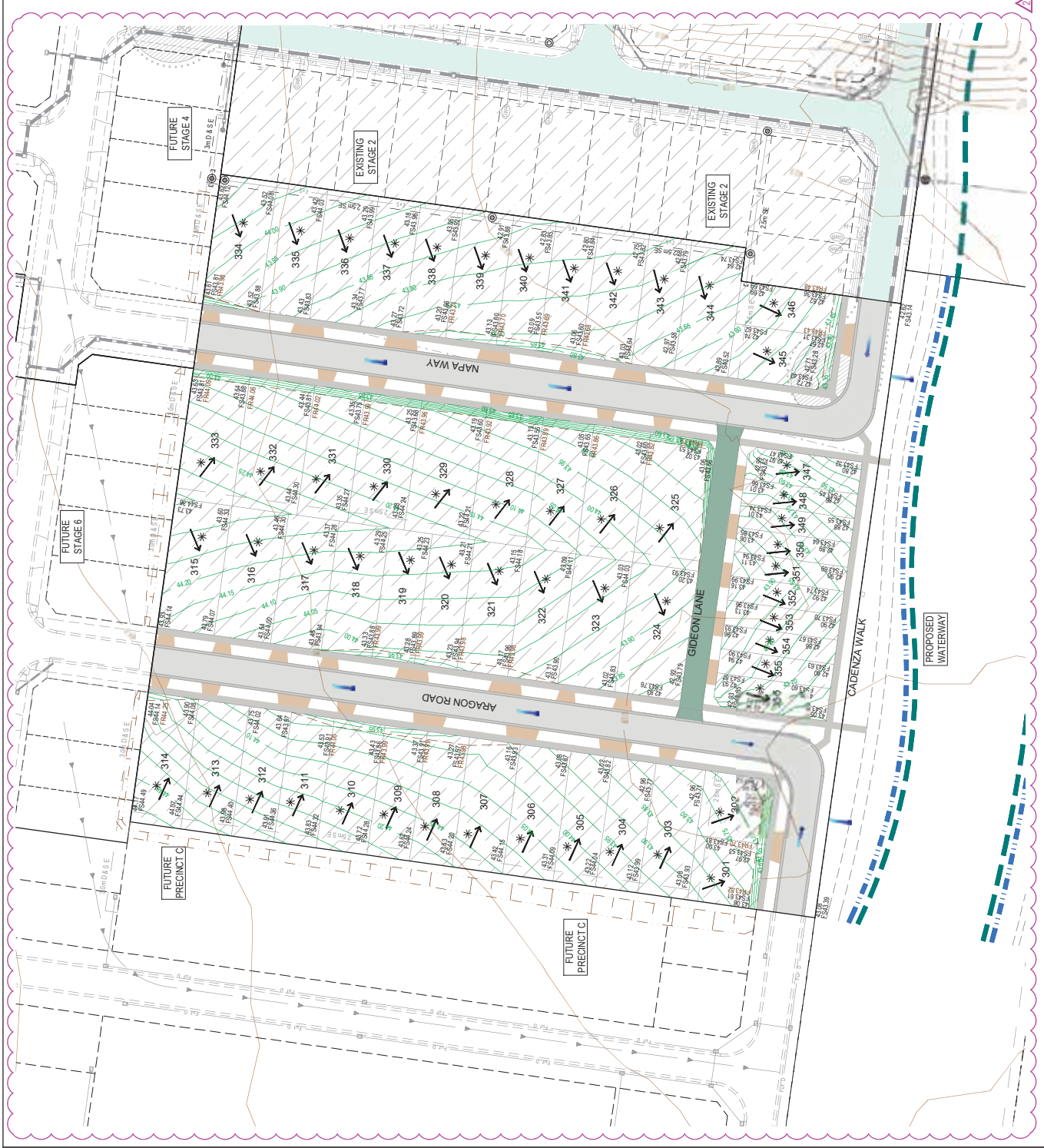
REV	DATE	DESCRIPTION	BY	CHKD	APP'D
A	25.03.20	ISSUED TO GO AHEAD FOR APPROVAL			
B	22.08.20	HERMOSA DR FOOTPATH AMENDED			
C	20.10.20	DEVELOPMENT NAME, STAGE & LOT NO. LOTS 103-105 AMENDED			

SUBJECT TO APPROVAL

LEGEND - EARTHWORKS PLAN
 ALL INFORMATION ON THIS DRAWING IS THE PROPERTY OF SMC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFIC TO WHICH IT IS ISSUED. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF SMC.

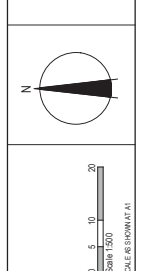
STORMWATER DRAIN, P.T.
MAIN DRAIN
SWALE DRAIN
EXISTING MAINTENANCE STRUCTURES
EXISTING HOUSE DRAIN
ELECTRICITY (UNDERGROUND)
ELECTRICITY (OVERHEAD)
GAS
TEL STRA
OPTIC FIBRE
WATER
RECYCLE WATER
SERVICE CONDUITS
TACTILE PAVERS
EXISTING MAIN DRAIN
EXISTING SWALE DRAIN
EXISTING SEWER & MAINTENANCE STRUCTURES
EXISTING HOUSE DRAIN (UNDER GROUND)
EXISTING HOUSE DRAIN (OVERHEAD)
EXISTING ELECTRICITY OVERHEAD
EXISTING TEL STRA
EXISTING GAS
EXISTING OPTIC FIBRE
EXISTING WATER
EXISTING RECYCLED WATER
EXISTING SERVICE CONDUITS
EXISTING TACTILE PAVERS
FUTURE STORMWATER DRAIN
FUTURE SWALE DRAIN
FUTURE SEWER & MAINTENANCE STRUCTURES
FUTURE ELECTRICITY (UNDER GROUND)
FUTURE ELECTRICITY OVERHEAD
FUTURE GAS
FUTURE TEL STRA
FUTURE OPTIC FIBRE
FUTURE WATER
FUTURE RECYCLED WATER
FUTURE SERVICE CONDUITS
FUTURE TACTILE PAVERS
FINISHED SURFACE LEVEL
FINISHED BUILDING LINE LEVEL
FINISHED ROUGE LINE LEVEL
CHANGE
STRUCTURAL FILL - 200mm
OVERLAND FLOW
GRADED IN DIRECTION OF FALL TO LEVEL INDICATED
GRADED IN OPPOSITE DIRECTION TO ROAD SURFACE
NO ROAD SURFACE
PERMANENT SURVEY MARK
TEMPORARY BENCH MARK
PROPOSED DREHWAY & FOOTPATH
PROPOSED INDUSTRIAL DREHWAY
PROPOSED ROAD PAVING
EXISTING ROAD PAVING

SERVICE LOCATIONS ARE IN ACCORDANCE WITH APPROXIMATE THE IPA GUIDELINES AND THE DETAIL PLAN. SHOULD NOT BE RELIED UPON FOR THE ACCURATE POSITIONS OF **LOADING** AND **CHANGELINE** ARE TO BE MAINTAINED UNLESS OTHERWISE SPECIFIED. ALL CHANGES WILL BE MAINTAINED UNLESS OTHERWISE SPECIFIED. ALL CHANGES WILL BE MAINTAINED UNLESS OTHERWISE SPECIFIED. ALL CHANGES WILL BE MAINTAINED UNLESS OTHERWISE SPECIFIED.



Alamora Estate, Sayers Road, Tarnett - Stage 3
 Wyndham City Council
 Road and Drainage
 Earthworks Plan

DATE: 23/05/2023
 PROJECT NUMBER: 234-D5
 SHEET NO: 03 of 18
 DRAWING NO: 2070E-2103



NAME	S.Margo
DESIGNER	R.Tim
CHECKED	N.Freeman
AUTHORISED	C.Swain
REFERENCE No. 1	
REFERENCE No. 2	

REV.	DATE	REVISION DESCRIPTION	DESIGN	APPROVAL
A	08.10.19	ISSUED TO COUNCIL FOR APPROVAL	RTISA	CS
B	22.01.20	LOT 2149 REVISED & CADEZZA LANE ROAD NAME UPDATED	UPBR	CS
0	08.04.20	ISSUED FOR CONSTRUCTION VERIFICATION ROAD NAME/LOT NUMBERS UPDATED	ULFL	CS
1	03.06.20	ARAGON ROAD & GIDEON LANE NAMES UPDATED	ULFL	CS
2	13.11.20	DEVELOPMENT NAME, STAGE NO, LOT LAYOUT & NOS.	MSMC	CS

SUBJECT TO APPROVAL

DATE PLOTTED: 11/05/2023 10:46:58 AM
 PRINTED BY: IAS 5398 ON: 11/05/2023 10:46:58 AM



Civic Centre
Postal
Telephone
Facsimile
TTY
Email

45 Princes Highway, Werribee, Victoria 3030, Australia
PO Box 197, Werribee, Victoria 3030, Australia

(03) 9742 0777

(03) 9741 6237

(03) 9742 0817

mail@wyndham.vic.gov.au

www.wyndham.vic.gov.au

DX 30258 Werribee Vic
ABN: 38 393 903 860

WYP10107/17.02

04 July 2018

Smec Australia Pty Ltd
Level 10 71 Queens Road
MELBOURNE VIC 3004

Dear Sir/Madam,

Planning Permit Application: WYP10107/17.02
Description: Section 72 Amendment - Increase permit area and subdivision of Precinct B, amend stage sequencing (including new stages), and alteration of lots within Stage 12, 16, 18, 23
Location: V 11863 F 168 L A PS 735353 Tarneit Parish
Sayers Road TARNEIT VIC 3029

I refer to your recent letter, requesting an amendment to the **endorsed plans**.

Your request for an amendment to the **endorsed plans** has now been granted by Council. Please find attached a copy of the **amended permit and plans**.

Please note that Melbourne Water has included condition (Condition 76) on the amended planning permit.

Should you have any further enquiries regarding the above matter, please contact me on 8734 5463.

Yours faithfully,

Nick Robinson
Senior Town Planner

Encl.

**PLANNING
PERMIT**

Application No.: WYP10107/17.02 (Amended)
Planning Scheme: Wyndham Planning
Responsible Authority: Wyndham City Council

ADDRESS OF LAND:

Land Title: V 11863 F 168 L A PS 735353 Tarneit Parish
Land Address: Sayers Road TARNEIT VIC 3029

THE PERMIT ALLOWS:

Staged multi lot subdivision of land, subdivide land abutting a road zone, Category 1, creating/altering access to a road in road zone category, and creation of reserves

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

No subdivision layout alteration

1. The subdivision permitted by this permit as shown on the endorsed plan(s) and/or described in the endorsed documents must not be altered or modified (for any reason) except with the prior written consent of the Responsible Authority.

Conditions 3 to 10 required under the Riverdale Precinct Structure Plan

Condition C1 – Small Lot Housing Code

2. Prior to the certification of the plan of subdivision for the relevant stage, a plan must be submitted for approval to the satisfaction of the responsible authority. The plan must identify the lots that will include a restriction on title allowing the use of the provisions of the Small Lot Housing Code incorporated pursuant to Clause 81 of the Wyndham Planning Scheme.
3. The plan of subdivision submitted for certification must identify whether type A or type B of the Small Lot Housing Code applies to each lot to the satisfaction of the responsible authority.

Condition C2 – Land required for public open space

4. Land required for public open space as a local or district park, as set out in the Riverdale Precinct Structure Plan or the *Wyndham North Development Contributions Plan*, must be transferred to or vested in Council at no cost to Council unless the land is funded by the *Wyndham North Development Contributions Plan*.

Date

Signature for the Responsible Authority



30 November 2017

**Nick Robinson
Senior Town Planner**

**PLANNING
PERMIT**

Application No.: WYP10107/17.02 (Amended)
Planning Scheme: Wyndham Planning
Responsible Authority: Wyndham City Council

ADDRESS OF LAND:

Land Title: V 11863 F 168 L A PS 735353 Tarneit Parish
Land Address: Sayers Road TARNEIT VIC 3029

Condition C3 – Kangaroo Management

5. Before the certification of the plan of subdivision, a Kangaroo Management Plan must be approved by the Secretary to the Department of Environment and Primary Industries. Once approved the plan will be endorsed by the responsible authority and form part of the permit.
6. The endorsed Kangaroo Management Plan must be implemented to the satisfaction of the responsible authority.

Condition C6 – Salvage and Translocation

7. The Salvage and Translocation Protocol for Melbourne’s Growth Corridors (Department of Environment and Primary Industries, 2014) must be implemented in the carrying out of development to the satisfaction of the Secretary to the Department of Environment and Primary Industries.

Condition C8 – Conditions for subdivision or building and works permits where land is required for road widening

8. Land required for road widening including right of way flaring for the ultimate design of any intersection within an existing or proposed local road must be transferred to or vested in Council at no cost to the acquiring agency unless funded by the Wyndham North Development Contributions Plan.

Bushfire Management (Requirement 33 of the Riverdale PSP)

9. For the purpose of Clause 56.06-7, the requirements of the relevant fire authority are, unless otherwise approved by the CFA:
 - (a) Constructed roads must be a minimum of 7.3m trafficable width where cars park on both sides, or:
 - A minimum of 5.4m in trafficable width where cars may park on one side only.

Date

Signature for the Responsible Authority



30 November 2017

Nick Robinson
Senior Town Planner

PLANNING PERMIT

Application No.: WYP10107/17.02 (Amended)
Planning Scheme: Wyndham Planning
Responsible Authority: Wyndham City Council

ADDRESS OF LAND:

Land Title: V 11863 F 168 L A PS 735353 Tarneit Parish
Land Address: Sayers Road TARNEIT VIC 3029

- A minimum of 3.5m width no parking and 0.5m clearance to structures on either side, and if this width applies, there must be passing bays of at least 20m long, 6m wide and located not more than 200m apart.
- (b) Roads must be constructed so that they are capable of accommodating a vehicle of 15 tonnes for the trafficable road width.
- (c) The average grade of a road must be no more than 1 in 7 (14.4% or 8.1°).
- (d) The steepest grade on a road must be no more than 1 in 5 (20% or 11.3°) with this grade continuing for no more than 50 metres at any one point.
- (e) Dips on the road must have no more than 1 in 8 grade (12.5% or 7.1°) entry and exit angle.
- (f) Constructed dead end roads more than 60 metres in length from the nearest intersection must have a turning circle with a minimum radius of 8m (including roll over curbs if they are provided).

Bushfire Management (Requirement 34 of the Riverdale PSP)

10. Before the commencement of works for a stage of subdivision, a Construction Management Plan that addresses Bushfire Risk Management must be submitted to and approved by the responsible authority and the CFA. The Construction Management Plan must specify, amongst other things:
- (a) Measures to reduce the risk from fire within the surrounding rural landscape and protect residents from the threat of fire.
 - (b) A separation buffer, consistent with the separation distances specified in AS3959-2009, between the edge of development and non-urban areas.
 - (c) How adequate opportunities for access and egress will be provided for early residents, construction workers and emergency vehicles.

Waterway crossing prior to SOC (Requirement 45 of the Riverdale PSP)

11. The connector street bridge must be constructed prior to the issue of statement of compliance for the first stage of residential subdivision on the south side of the waterway to be developed, whether or not that residential subdivision directly abuts the waterway.

Date

Signature for the Responsible Authority



30 November 2017

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Subdivision works by Developers (Requirement 68 of the Riverdale PSP)

12. Subdivision of land within the precinct must provide and meet the total cost of delivering the following infrastructure:
- (a) Connector streets and local streets.
 - (b) Local bus stop infrastructure (where locations have been agreed in writing by Public Transport Victoria).
 - (c) Landscaping of all existing and future roads and local streets.
 - (d) Intersection works and traffic management measures along arterial roads, connector streets, and local streets.
 - (e) Council approved fencing and landscaping (where required) along arterial roads.
 - (f) Local shared, pedestrian and bicycle paths along local arterial roads, connector roads, local streets, waterways and within local parks including bridges, intersections, and barrier crossing points (except those included in the DCP).
 - (g) Bicycle parking as required in this document.
 - (h) Appropriately scaled lighting along all roads, major shared and pedestrian paths, and traversing public open space.
 - (i) Basic improvements to local parks and open space (refer open space delivery below).
 - (j) Local drainage system.
 - (k) Local street or pedestrian path crossings of waterways unless included in the DCP or outlined as the responsibility of another agency in the Precinct Infrastructure Plan.
 - (l) Infrastructure as required by utility services providers including water, sewerage, drainage (except where the item is funded through a Development Services Scheme), electricity, gas, and telecommunications.

Open space delivery (Requirement 69 of the Riverdale PSP)

13. All public open space (where not otherwise provided via a Development Contributions Plan) must be finished to a standard to the satisfaction of the Responsible Authority, prior to the transfer of the space to Council including but not limited to:
- (a) Removal of all existing disused structures, foundations, pipelines or stockpiles.

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- (b) Cleared of rubbish and environmental weeds and rocks, levelled, topsoiled and grassed with warm climate grass (unless conservation reserve requirements dictate otherwise).
- (c) Provision of water tapping, potable and recycled water connection points.
- (d) Sewer, gas and electricity connection points to land identified as a sports reserve or district level local park.
- (e) Trees and other plantings (drought tolerant unless otherwise approved by Council).
- (f) Vehicle exclusion devices (fence, bollards or other suitable method) and maintenance access points.
- (g) Construction of minimum 1.5m wide pedestrian paths around the perimeter of the reserve, connecting and linking into any other surrounding paths or points of interest, except where shown as a shared path on Plan 7.
- (h) Installation of park furniture, consistent with the type of public open space listed in the open space delivery guide (Appendix F).

Open space delivery (Requirement 70 of the Riverdale PSP)

14. Local sports reserves identified by a Development Contributions Plan must be vested in the relevant authority in a condition that enables:
- (a) Safe mowing using standard Council machinery.
 - (b) Safe public use / access.

Generally this may include:

- (i) Removal of loose surface / protruding rocks and built structures.
- (ii) Targeted topsoiling of holes left by rocks and / or minor grading to create a safe and reasonably regular surface.
- (iii) Bare, patchy and newly graded areas being seeded, top-dressed with drought resistant grass.

Consistent with the Wyndham North DCP, where these works are not considered to be temporary works, these works are eligible for a works in kind credit against a landowner / developers DCP obligation. Works associated with adjacent road construction (e.g. earthworks for a road embankment) are not eligible for works in kind credit.

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Any embankments as a result of abutting road construction should have a maximum 1:6 gradient.

Creation of restriction – Design Guidelines

15. Prior to the certification of a Plan of Subdivision for Stage 12 a restriction must be included on the plan of the subdivision for the lots backing onto the pedestrian link north of the feature street. The restriction must require that development must be constructed in accordance with the approved design guidelines.

The above mentioned design guidelines must be submitted to and approved by the Responsible Authority. Once approved the Design Guidelines will form part of this permit. The guidelines must include the following requirements:

- (a) Fencing must be at least 30% permeable where it backs on to the pedestrian link;
- (b) Fencing must be capped and provide a height tapering towards one (1) metre at the front;
- (c) No solid fencing within the front setback of the building;
- (d) The design of buildings must have the dwelling to positively address the pedestrian link;
- (e) The design of buildings/fencing must allow for passive surveillance (windows or doors) of the pedestrian link;
- (f) Buildings must be designed with articulation to provide visual interest;

Substation Locations

16. The plan of subdivision submitted for certification must show the location of any reserves to be used to accommodate electrical substations to the satisfaction of the Responsible Authority. Utility reserves adjoining any open spaces reserves will not be permitted except with the prior written consent of the Responsible Authority.

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Payment of Development Infrastructure Contribution

17. A development infrastructure levy must be paid to the Collecting Agency in accordance with the provisions of the approved Development Contributions Plan applying to the land. Unless otherwise agreed in accordance with the Wyndham North Development Contributions Plan, the Development Infrastructure Levy must be paid to the Collecting Agency within the times specified in the Development Contributions Plan or if no time is specified then after certification of the relevant plan of subdivision but not more than 21 days before a Statement of Compliance is issued in respect of that plan under the Subdivision Act 1988.
18. Unless otherwise agreed in accordance with the Wyndham North Development Contributions Plan, a Schedule of Development Contributions must be submitted with each stage of the plan of subdivision. This Schedule of Development Contributions must show the amount of development contributions likely to be payable for each subsequent stage and the value of the development contributions in respect of prior stages to the satisfaction of the Collecting Agency.

Public Open Space Contribution

19. Before the Statement of Compliance for any stage is issued under the Subdivision Act 1988, a public open space contribution as specified for the land in the Schedule to Clause 52.01 of the Wyndham Planning Scheme must be made to the Council in a manner which is consistent with the Precinct Structure Plan applying to the land.

Creation of Restriction (Building envelopes)

20. Before certification of a Plan of Subdivision for each stage of the subdivision under the *Subdivision Act 1988*, where building envelopes are proposed, a plan/document showing building envelopes for each lot of 300sqm in area or greater to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. Once approved, the building envelope plan/document will be endorsed under this permit.

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21. Before certification of a Plan of Subdivision for each stage of the subdivision under the *Subdivision Act* 1988, where building envelopes are proposed, a restriction must be added to the relevant Plan of Subdivision to give effect to the building envelopes. The restriction must include the following to the satisfaction of the Responsible Authority:
- (a) Building envelopes in accordance with plans endorsed under this permit shown for each relevant lot;
 - (b) Any buildings constructed on a lot containing a building envelope to conform to the relevant building envelope;
 - (c) The construction of a building outside a building envelope may only occur with the written consent of the Responsible Authority.

Agreement with relevant authorities for utility services

22. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity, gas and telecommunication services to each lot shown on the endorsed plan in accordance with that authority's requirements and relevant legislation at the time.

Serviced Lots

23. Prior to its use for any purpose, each lot created by the subdivision permitted by this permit must be provided with reticulated water, sewerage and electricity, roads and drainage to the satisfaction of the Responsible Authority.

Provision of Telecommunications services

24. The owner of the land must enter into an agreement with:
- (a) a telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
 - (b) a suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media

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Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

Telecommunications services prior to SoC

25. Before the issue of a Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the owner of the land must provide written confirmation from:
- (a) a telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and
 - (b) a suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

Easements to be set aside

26. All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created. Easements will not be permitted on areas set aside as unencumbered open space. Where there is no alternative available, compensation will be payable at a valuation determined by the Responsible Authority.

Vesting of land associated with Precinct C

27. Unless otherwise agreed, prior to Statement of Compliance of Stage 16, the road widening for DCP intersection IN-91-05 must be set aside and be vested in Wyndham City Council to the satisfaction of the Responsible Authority.

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Conditions requested by Council's Landscape Subdivisions Department

General Landscaping

28. Landscape plans are required to be submitted to and approved by Council's Landscape Subdivisions Department prior to the issue of a Statement of Compliance. These plans will show the development of reserves to include playgrounds, paths and shared trails, park furniture, landscaping and recreation facilities as appropriate to the size and proposed use of the reserve, and in accordance with the endorsed plans. The following is also required to be shown on the plans:
- (a) All surface treatments.
 - (b) The location, type and height of all fencing.
 - (c) The botanical name, height and width at maturity, and location of all vegetation to be used.
 - (d) A works specification, and the method of preparing, draining watering and maintaining the landscape area.
 - (e) A barrier, where necessary, to prevent vehicles causing damage to garden areas.

Landscape Plan Request (including along waterways)

29. Prior to a Statement of Compliance being issued for each stage, detailed landscaping plans (including landscaping along the waterway corridor as shown on the endorsed plan) must be submitted to the satisfaction of the Responsible Authority. These landscaping plans must show street trees, understorey and ground planting, estate entries and plantings in other than public areas to soften built form and enable transition between riparian and other indigenous areas to exotic or groomed landscapes.

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Landscaping of Reserves including Rubbish/Weed Removal

30. The reserve(s) shown on the endorsed plan(s) must be cleared of all rubbish, noxious weeds, debris and spoil and must be levelled, graded and developed to the satisfaction of the Responsible Authority, specifically Council's Landscape Subdivisions Department, to allow for future maintenance by Council. Such landscaping must be in accordance with a plan approved by the Responsible Authority prior to certification of the Plan of Subdivision.

Landscaping Bonds

31. Landscaping bonds to a value agreed to be the Responsible Authority, must be paid prior to the issue of Statement of Compliance. These bonds are to comprise 150% of the total value of the landscaping works to cover the outstanding works and a further 35% of the total landscaping cost to cover the maintenance Period.

Street Trees

32. The owner or developer of the subject land must plant street trees within the subdivision permitted by this permit to the satisfaction of the Responsible Authority. Such street tree planting must be in accordance with the plan approved by the Responsible Authority.

Landscape Handover

33. The landscaping maintenance period will be for a minimum two (2) summers prior to Handover to the Responsible Authority. During this period, the developer must maintain the landscaping works to the satisfaction of, and at no cost to, the Responsible Authority. Detailed 'as constructed' plans, in a format agreed with Council, must be provided prior to the issue of the Practical Completion Certificate.

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Servicing of Reserves

34. Those reserves shown on the endorsed plan(s) and nominated by the Responsible Authority must be provided with the following services and facilities to the satisfaction of and at no cost to the Responsible Authority. Utilities including power and water are required for neighbourhood parks and power, water, gas and sewer as required for active recreation reserves and district open space.
- (a) City West Water approved water tapping;
 - (b) Powercor approved power pillar box to provide the necessary power supply for the reserve;
 - (c) A sewer point for the entire reserve;
 - (d) An industrial type vehicle crossing and security gate; and
 - (e) Security lighting.

The provision of the above services and facilities must include payment of all associated fees and charges.

Weed Control

35. Weed control of the identified serious threat environmental weeds and all noxious weed species must occur prior to any development and removal/relocation of soils. Such weeds (and any colonies in the event of soil disturbance or importation of soils and other actions) as well as any regrowth of previously controlled weeds are to be controlled throughout the development process and maintenance period. Weed control must be at no cost to and to the satisfaction of the Responsible Authority before the site is transferred to Council for future management/maintenance.

O-Spec Drawing Requirement

36. Prior to the issue of a Practical Completion of landscaping works for any stage of the subdivision, the following must be submitted to the satisfaction of the responsible authority:

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- (a) An electronic copy of all 'as constructed' landscape drawings, and relevant files in both Autocad DWG and Adobe PDF file formats. The minimum resolution of the PDF required is 300dpi.
- (b) 'As-constructed' open space/landscape asset information for open space/landscape and related assets in digital format in accordance with O-Spec (the Consultant/Developer Specifications for the delivery of the digital data to Local Government).

Conditions requested by Council's Engineering Subdivisions Department

Stage Plan

37. A sequential staging plan must be submitted to and approved by the responsible authority. When approved, the staging plan will be endorsed and will then form part of the permit. The subdivision of the land must proceed in the order of stages shown on the endorsed plan except with prior written consent of the responsible authority.

Servicing Strategy

38. Prior to the submission and approval of functional layout plans, a servicing strategy for the subdivision must be submitted to and approved by the responsible authority. The strategy must include a servicing plan which is drawn to scale. The servicing plan must show:
 - (a) The subdivision layout;
 - (b) Subdivision staging; and
 - (c) The locality of trunk utility services required to service the subdivision, including the distribution of water, recycled water, gas, sewer, power, telecommunications and preliminary location of reserves for electrical kiosks.

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Functional layout plan

39. Prior to the submission and approval of construction plans (engineering plans) and the certification of the relevant plan of subdivision for each stage, a functional layout plan for the subdivision or stage of subdivision, must be submitted to and approved by the responsible authority. This plan must be in accordance with the endorsed Subdivision Permit Plan.

When approved, the functional layout plan will be endorsed and will then form part of the permit. The functional layout plan must be drawn to scale, with dimensions, and must show:

- (a) the subdivision layout, including preliminary street names, lot areas, lot numbers and the width of each road reserve;
- (b) topography and existing features, including contours for the subject land and any affected adjacent land;
- (c) the location of all trees or groups of trees existing on the site, including dead trees and those that overhang the site from adjoining land;
- (d) details of tree protection zones for all trees to be retained on site;
- (e) any trees proposed for removal from the site clearly designated;
- (f) typical cross sections for each road, demonstrating service offsets and street trees;
- (g) a table of utility services and street trees;
- (h) location and alignment of kerbs, indented parking bays, , footpaths, shared paths, bus stops, bicycle crossings and traffic control devices (signals, roundabouts, splitter islands, etc.) including critical swept path diagrams and turning templates;
- (i) the proposed minor drainage network and any land required for maintenance purposes;
- (j) the major drainage system, including outfall drains, wetlands and/or waterways and any land required for maintenance purposes;
- (k) overland flow paths (100 year ARI) to indicate how excess runoff will safely be conveyed to its destination;

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- (l) the drainage outfall system indicating a legal point of discharge for all allotments and any access requirements for construction and/or maintenance;
- (m) preliminary location of reserves for electrical kiosks;
- (n) works external to the subdivision, including both interim and ultimate access requirements;
- (o) provision of notional on-street parking for all lots at a rate of one car space per dwelling; and
- (p) intersections with Sayers Road and Davis Road showing interim and ultimate treatments.

Vehicle Access – Sayers Road and Davis Road

40. Vehicle access to and egress from the subdivision permitted by this permit must be designed and constructed to the satisfaction of the Responsible Authority and must include provision of passing and deceleration lanes on Sayers Road and Davis Road. Such roadworks must be designed and constructed at no cost to Council.

Construction Plans

41. Before any road and/or drainage works associated with the subdivision commence, detailed construction plans must be submitted to and approved by the responsible authority. The construction plans will not be considered until the functional layout plan(s) for the relevant stage has been approved and the plan of subdivision has been lodged for certification with the responsible authority. When approved, the construction plans will be endorsed and will then form part of the permit. The construction plans must be drawn to scale, with dimensions, and must include:
- (a) Engineering plans, computations, reports and specifications of the proposed works that are to become public assets such as roads, intersections, drains, bridges, culvert structures and the like (ie. traffic assessment reports, geotechnical reports, pavement design, etc...);
 - (b) all details of works consistent with the approved Functional Layout Plan and lodged plan of subdivision;

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- (c) design for full construction of pavements with kerb and channel in accordance with the approved Functional Layout Plan;
- (d) concrete footpaths/shared paths in all streets and reserves in accordance with the approved Functional Layout Plan/Precinct Structure Plan;
- (e) underground drainage;
- (f) all aspects of the stormwater drainage system including drainage reserves, retarding basins, wetlands, stormwater connections, outfalls and any Water Sensitive Urban Design measures (where applicable);
- (g) A drainage asset management and maintenance schedule (where applicable);
- (h) indented car parking bays where appropriate;
- (i) temporary turn around areas for waste collection vehicles at the temporary end of any road that services more than two (2) lots;
- (j) provision for all services and conduits (underground), including alignments and offsets, on a separate services layout plan. Each lot created by the subdivision permitted by this permit must be provided with all services to the satisfaction of the Responsible Authority;
- (k) a vehicle crossing to each lot in accordance with Council standards;
- (l) location of public lighting and underground electricity supply within all streets;
- (m) details of any traffic control measures;
- (n) details in relation to any cut and/or fill on the site;
- (o) details of any tree protection zones;
- (p) splays (min 3m x 3m) which must be provided at all intersections of the local road networks;
- (q) splays of 2m x 2m which must be provided at the intersection with any laneway
- (r) street signs in accordance with Council's standard design;
- (s) details of the proposed treatment and provision for lot boundary fencing adjoining all reserves other than road reserves;
- (t) appropriate methods for protecting environmental and heritage assets during the construction phase of the subdivision;
- (u) high stability permanent survey marks;
- (v) appropriate signage;
- (w) school crossing(s) where appropriate;

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Works must not commence prior to the issue of a certified plan of subdivision and approval of engineering construction plans. All works shown on the endorsed plans must be constructed in accordance with the approved plans, guidelines and specifications prior to Council issuing a Statement of Compliance for the relevant stage

Site Environmental Management Plan Condition

42. Prior to the commencement of any works for each stage, including works required by other authorities, a Site Environmental Management Plan must be submitted to and approved by the responsible authority. When approved, the Site Management Plan will be endorsed and will then form part of the permit.

The SEMP must be in accordance with Council's SEMP template and guidelines. The approved SEMP must be implemented at all times to the satisfaction of the Responsible Authority. Any non-compliance may be enforced under the Planning and Environment Act and other related legislation.

Access to the site must be available at all times for Council representatives to monitor implementation of the SEMP.

The SEMP applies for all works approved in this Permit up to where public land is handed over (and accepted) by the relevant authority and the remainder is completely in private ownership.

- a) Prior to commencement of works, contractors must be inducted into the SEMP and all flora and fauna conservation requirements.
- b) Prior to certification, the works zone must be enclosed by secure and obvious temporary fencing. Fencing abutting the windrow on adjoining land must be signposted as 'vegetation protection zone no work permitted'. The work zone fence must remain in place until works are completed. Fill, machinery and building materials must not be placed outside of the works zone.

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- c) All litter and building waste must be contained on the site and must not be allowed to leave the site until the time it is correctly disposed of.
- d) All earthworks must be undertaken in a manner that will minimise soil erosion and adhere to Construction Techniques for Sediment Pollution Control (EPA 1991) or updated version.
- e) Any construction stockpiles, fill and machinery must be placed away from areas supporting native vegetation and drainage lines to the satisfaction of the responsible authority.
- f) Noxious weeds and serious threat environmental weeds must be controlled. Any weed infestations resulting from soil disturbance and/or the importation of sand, gravel and other material used in the construction process must be controlled. Weed control must be at no cost to and to the satisfaction of the Responsible Authority.
- g) Prior to felling, trees identified for removal must be examined by a qualified zoologist for the presence of fauna, including those using external nests (e.g. Common Ringtail Possums, bird nests) and tree hollows. If native fauna species are located, they are to be salvaged and relocated in accordance with all relevant legislation and approvals, further to consultation with the Department of Environment, Land, Water and Planning.

Residential Stormwater Drainage

43. Provision must be made for the drainage of each allotment shown on the endorsed plan(s) to the requirements and satisfaction of the responsible drainage authority. Drainage of the subject land for residential purposes must be provided by underground drainage systems catering for up to 1 in 5 year storm return periods. Flows in excess of 1 in 5 year storm return periods, up to and including 1 in 100 year storm return periods must be accommodated in separate channels and/or within the road reserves and/or within the provided drainage system

All urban storm water systems must incorporate measures to satisfy the objectives of "Best Practice Environmental Management Guidelines" (CSIRO 1999) to reduce or retain in total:-

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- (a) 80% of suspended solids;
- (b) 45% phosphorus;
- (c) 45% nitrogen; and
- (d) 70% litter/gross pollutants larger than 5mm.

Before any drainage works associated with the subdivision commence, detailed construction plans must be submitted to and approved by the responsible authority. The construction plans will not be considered until the functional layout plan(s) for the relevant works have been approved and the plan of subdivision has been lodged for certification with the responsible authority. The construction plans must be drawn to scale, with dimensions, and must include all aspects of the stormwater drainage in accordance with the approved Stormwater Management Strategy.

Filling of land

44. Before the issue of a Statement of Compliance all filling on the site must be carried out, supervised, completed and recorded in accordance with AS 3798 (Guidelines on earthworks for commercial and residential developments) Test Results must be produced and reported to the satisfaction of the responsible authority.

The owner or developer of the subject land must ensure that wherever the approved construction plans for roadworks and drainage show filling exceeding 300mm compacted depth (finished surface level) within any lot created by the subdivision, the existence of such filling must be made known to any prospective purchaser of such lot. Information on the construction plans relating to the filling of any lot must be referred to when completing a statement pursuant to Section 32 of the Sale of Land Act.

Construction vehicle Access

45. During construction works under this permit, access to and egress from the subject land must be via a route approved by the responsible authority.

Date

Signature for the Responsible Authority



30 November 2017

Nick Robinson
Senior Town Planner

PLANNING PERMIT

Application No.: WYP10107/17.02 (Amended)
Planning Scheme: Wyndham Planning
Responsible Authority: Wyndham City Council

ADDRESS OF LAND:

Land Title: V 11863 F 168 L A PS 735353 Tarneit Parish
Land Address: Sayers Road TARNEIT VIC 3029

Fences abutting open space reserves

46. Where lots shown on the endorsed plan(s) have a common boundary with any Reserve for Municipal Purposes, Tree Reserve, Floodway Reserve, etc. such boundary must be fenced to the satisfaction of and at no cost to the Responsible Authority prior to the issue of a Statement of Compliance under the Subdivision Act.

As Constructed Plans

47. Prior to the issue of a Statement of Compliance for any stage of the subdivision, the following must be submitted to the satisfaction of the responsible authority:
- (a) An electronic copy of all 'as constructed' drawings, and relevant files in both AutoCAD DWG and Adobe PDF file formats. The minimum resolution of PDF required is 300dpi;
 - (b) An electronic copy of the 1 in 5 and 1 in 100 year catchment plans and relevant computations in Adobe PDF file formats
 - (c) 'As-constructed' asset information for drainage and related assets in digital format in accordance with D-Spec (the Consultant/Developer Specifications for the delivery of digital data to Local Government);
 - (d) 'As-constructed' asset information for assets within the road reserve in digital format in accordance with R-Spec (the Consultant/Developer Specifications for the delivery of digital data to Local Government). Street tree data is to be supplied in accordance with R-Spec prior to the issue of the Certificate of Practical Completion for landscape works; and
 - (e) A Certificate of Compliance for Design and a Certificate of Compliance for Construction for the following infrastructure items constructed as part of the subdivision development:
 - i. Retaining walls;
 - ii. Entrance structures;
 - iii. Bridges;
 - iv. Culvert structures; and/or
 - v. Other structures as applicable

Date

Signature for the Responsible Authority



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Reticulated Services

48. Prior to the issue of a Statement of Compliance, reticulated water, drainage, sewerage and electricity reticulation underground must be available to each lot, including reserves, shown on the endorsed plan.

Fire Hydrant Requirements

49. Hydrants and fire plugs must be compatible with the relevant fire service equipment. Where the provision of fire hydrants and fire plugs does not comply with the requirements of standard C29 (Clause 56 - ResCode), fire hydrants must be provided to the satisfaction of the relevant fire authority.

Removal of excavated material

50. Approval for the removal and disposal of any excavated material or top soil from the subject land is required from the Council.

Dust from material stockpiles

51. Adequate measures must be undertaken to ensure dust from materials stockpiled does not affect adjoining properties or surrounding area, to the satisfaction of the Responsible Authority. Adequate measures to control dust must be in place at all times whilst works are being undertaken to the satisfaction of the Responsible Authority.

During Construction

52. Measures must be taken to suppress dust, noise or other emissions during construction to prevent nuisance to surrounding neighbours as defined by the Public Health and Wellbeing Act 2008. Construction and/or demolition works must comply with the requirements specified in the Environment Protection Authorities, Noise Control Guidelines Publication 1254, October 2008.

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Certified Plans to be referred under S8 of Subdivision Act

53. The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of that Act.

Native vegetation removal

54. Only the native vegetation which is identified for removal in the Biodiversity Conservation Strategy for Melbourne's Growth Corridors 2013 (BCS) may be removed, destroyed or lopped unless this permit also authorises the removal of native vegetation.
55. No earthworks, compaction or modification of existing drainage patterns may be undertaken which present a risk to any remnant trees, understorey, or revegetation areas unless a permit allows removal of the affected vegetation.
56. Prior to certification, habitat compensation offsets consistent with the Biodiversity Conservation Strategy for Melbourne's Growth Corridors (BCS), must be paid to the Department of Environment, Land, Water and Planning (DELWP), and proof of payment received by the Responsible Authority.

Foreign Resident Capital Gains withholding Clearance Certificate

57. Before a Statement of Compliance is issued, a Foreign Resident Capital Gains Withholding Clearance Certificate in accordance with Section 14-220(1) of the *Tax Administration Act 1953* must be provided to Council unless otherwise agreed by the Responsible Authority. On the day that a Statement of Compliance is requested to be issued, where a Clearance Certificate is required, a copy of title for the land in the relevant stage of the subdivision must be provided to Council and must have been produced not be more than three days prior. The owner of the land as listed on the title must match the vendor name and address listed on the Clearance Certificate to the satisfaction of the Responsible Authority.

Date

Signature for the Responsible Authority



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Conditions required by City West Water

Water

58. It is essential the owner of the land enters into an agreement with City West Water for the provision of water supply.

Sewer

59. It is essential the owner of the land enters into an agreement with City West Water for the provision of sewerage.
60. Prior to certification, the Plan of Subdivision must be referred to City West Water in accordance with Section 8 of the Subdivision Act 1988.

Standard conditions on Powercor

61. The plan of subdivision submitted for certification under the Subdivision Act 1988 shall be referred to Powercor Australia Ltd in accordance with Section 8 of that Act.
62. The applicant shall:-
- Provide an electricity supply to all lots in the subdivision in accordance with Powercor's requirements and standards, including the extension, augmentation or re-arrangement of any existing electricity supply system, as required by Powercor (A payment to cover the cost of such work will be required). In the event that a supply is not provided the applicant shall provide a written undertaking to Powercor Australia Ltd that prospective purchasers will be so informed.
 - Where buildings or other installations exist on the land to be subdivided and are connected to the electricity supply, they shall be brought into compliance with the Service and Installation Rules issued by the Victorian Electricity Supply Industry. You shall arrange compliance through a Registered Electrical Contractor.
 - Any buildings must comply with the clearances required by the Electricity Safety (Installations) Regulations.
 - Any construction work must comply with Energy Safe Victoria's "No Go Zone" rules.

Date

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30 November 2017

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- Set aside on the plan of subdivision for the use of Powercor Australia Ltd reserves and/or easements satisfactory to Powercor Australia Ltd where any electric substation (other than a pole mounted type) is required to service the subdivision.
- Alternatively, at the discretion of Powercor Australia Ltd a lease(s) of the site(s) and for easements for associated powerlines, cables and access ways shall be provided. Such a lease shall be for a period of 30 years at a nominal rental with a right to extend the lease for a further 30 years. Powercor Australia Ltd will register such leases on the title by way of a caveat prior to the registration of the plan of subdivision.
- Provide easements satisfactory to Powercor Australia Ltd, where easements have not been otherwise provided, for all existing Powercor Australia Ltd electric lines on the land and for any new powerlines required to service the lots and adjoining land, save for lines located, or to be located, on public roads set out on the plan. These easements shall show on the plan an easement(s) in favour of "Powercor Australia Ltd" for "Power Line" pursuant to Section 88 of the Electricity Industry Act 2000.
- Obtain for the use of Powercor Australia Ltd any other easement external to the subdivision required to service the lots.
- Adjust the position of any existing easement(s) for powerlines to accord with the position of the line(s) as determined by survey.
- Obtain Powercor Australia Ltd's approval for lot boundaries within any area affected by an easement for a powerline and for the construction of any works in such an area.
- Provide to Powercor Australia Ltd, a copy of the version of the plan of subdivision submitted for certification, which shows any amendments which have been required.

Conditions required by Melbourne Water

63. Prior to the issue of a Statement of Compliance, the Owner shall enter into and comply with an agreement with Melbourne Water Corporation for the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage systems and waterways, the provision of drainage works and other matters in accordance with the statutory powers of Melbourne Water Corporation.

Date

Signature for the Responsible Authority



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64. Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.
65. Prior to Certification of any Plan of Subdivision associated with the application, a stormwater management strategy including associated modelling must be accepted by Melbourne Water and Wyndham City Council.
66. Prior to the issue of a Statement of Compliance for the subdivision, engineering plans of the subdivision (in electronic format) must be submitted to Melbourne Water for our records. These plans must show road and drainage details and any overland flow paths for the 100 year ARI storm event.
67. All new lots are to be filled to a minimum of either; 300mm above the 1 in 100 year flood levels associated with any existing or proposed Melbourne Water pipeline and/or 600mm above the 1 in 100 year flood level associated with any existing or proposed Melbourne Water wetland, retarding basin or waterway.
68. Prior to the issue of a Statement of Compliance for the subdivision, a certified survey plan prepared by or under the supervision of a licensed land surveyor, showing finished lot levels reduced to the Australian Height Datum, must be submitted to Melbourne Water for our records.
69. The development is to make provision for overland flows from the upstream catchment utilising roads and/or reserve. Alignment of roads and reserves with any adjoining estates must ensure continuity and provide uninterrupted conveyance of overland flows.
70. Any road or access way intended to act as a stormwater overland flow path must be designed and constructed to comply with the floodway safety criteria either as outlined in Melbourne Water's Land Development Manual, or where appropriate to Council's requirements and standards.
71. All new lots must achieve appropriate freeboard in relation to local overland flow paths to Council's satisfaction.

Date

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72. Local drainage must be to the satisfaction of Council.
73. Easements or reserves shall be created over existing and proposed Melbourne Water assets on the Plan of Subdivision to the satisfaction of Melbourne Water.
74. Prior to the commencement of works, a free draining outfall and any temporary assets are to be arranged to the satisfaction of Council, Melbourne Water and the affected downstream property owner(s). Written acceptance from downstream landowners and Council is to be forwarded to Melbourne Water for our records.
75. Prior to the commencement of works, a separate application, direct to Melbourne Water, must be made for any works on or around our mains, drains and waterways. Applications shall be made online via the Melbourne Water website. Prior to the issue of a Statement of Compliance, copies of all relevant signed practical completion forms from Asset Services must be submitted.
76. Water Sensitive Urban Design measure must be implemented in accordance with the agreed Stormwater Management Strategy.

Conditions required by Downer Utilities (AusNet Gas Services)

77. The plan of subdivision submitted for certification must be referred to AusNet Gas Services in accordance with Section 8 of the Subdivision Act 1988.

Conditions required by Public Transport Victoria

78. Unless otherwise agreed in writing with PTV, prior to the issue of a Statement of Compliance for any subdivision stage which contains a portion of road nominated as a bus capable road, concrete hard stand pads must be constructed:
 - (a) on both sides of the roads identified as a 'Bus Capable Road' on 'Plan 7: Public Transport and Path Network' of the Riverdale Precinct Structure Plan in locations nominated by PTV as shown on the attached plan (Indicative Bus Stop Location);
 - (b) with shelters and/or associated infrastructure where required by PTV;

Date

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- (c) compliant with the Disability Discrimination Act – Disability Standards for Accessible Public Transport 2002;
 - (d) with direct and safe pedestrian access to a shared/pedestrian path;
 - (e) at the full cost to the permit holder and;
 - (f) to the satisfaction of PTV.
79. Any roundabouts constructed on roads designated a future public transport route within the subdivision, must be designed to accommodate ultra-low floor buses, to the satisfaction of the PTV.
80. Pursuant to Section 8(1)(a) of the Subdivision Act 1988 only Plans of Subdivision which contain a bus stop identified on the attached plan (Indicative Bus Stop Locations) must be referred to PTV.

Satisfactory Continuation of Subdivision

81. The subdivision permitted by this permit must be carried out to the satisfaction of the Responsible Authority.

Completion of Subdivision

82. This permit will expire if (any of the following apply):
- The Plan of Subdivision for the first stage is not certified within two (2) years of the date of this permit; or
 - The Plan of Subdivision for the last stage of the subdivision is not certified within five (5) years of the date of this permit; or
 - The registration of the last stage of the subdivision is not completed within five (5) years of the certification of that Plan of Subdivision.

Date

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30 November 2017

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The Responsible Authority may extend the periods referred to if a request is made in writing whereby either of the following instances apply:

- (a) before or within six (6) months after the permit expiry date, where the use or development allowed by the permit has not yet started; or
- (b) within twelve (12) months after the permit expiry date, where the proposal allowed by the permit has lawfully started before the permit expires.

Expiry of Permit

FOOTNOTE: In the event that this permit expires or the subject land is proposed to be used or developed for purposes different from those for which this permit is granted, there is no guarantee that a new permit will be granted. If a new permit is granted then the permit conditions may vary from those included on this permit having regard to changes that might occur to circumstances, the planning scheme or policy.

Protection of Aboriginal Heritage Places

FOOTNOTE: All Aboriginal places and objects in Victoria are protected under the Aboriginal Heritage Act 2006. It is an offence to wilfully or negligently disturb or destroy an Aboriginal place or object under the Aboriginal Heritage Act 2006.

Cultural Heritage Assessment

FOOTNOTE: Where it is suspected that works may impact on Aboriginal cultural heritage places or objects and areas of sensitivity, the applicant should fund a cultural heritage assessment. The assessment should be undertaken by a suitably qualified cultural heritage advisor in conjunction with representatives of the Registered Aboriginal Party or applicant. A heritage assessment may inform the need for a cultural heritage management plan to be completed or a cultural heritage permit to be sought.

Date

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AAV Contact Details

FOOTNOTE: Information on Aboriginal cultural heritage relating to the project area may be obtained from the Aboriginal Affairs Victoria web site at <http://www.dpcd.vic.gov.au/indigenous/aboriginal-cultural-heritage>. Contact lists of Registered Aboriginal Parties, cultural heritage advisors, maps and information for landowners are located on the website. Further, if the proposal includes Crown land, it may be necessary to consult with any parties who hold Native Title interests in the area.

Road Opening / Crossovers

FOOTNOTE: Any new or modified crossovers require separate approval from Council's Assets & Roads Department. Town Planning stamped approved plans must be presented when applying for a Consent for Works approval. Refer <https://www.wyndham.vic.gov.au/services/building-planning/other-related-permits/consent-works-road-reserves>. The location, design and construction of the crossover(s) is to be in accordance with Council's standard drawings. Refer <https://www.wyndham.vic.gov.au/services/roads-parking-transport/plans-policies-drawings/standard-drawings>. Any proposed crossover(s) must maintain a 1.0m clearance from any service provider infrastructure, 3.0m clearance from any street tree and 10.0m clearance from any intersection. If these clearance requirements cannot be maintained, service provider infrastructure may need to be upgraded/modified and street tree compensation fees may be applicable at the permit holder's cost and to the satisfaction of the Council.

Owners and Developers

FOOTNOTE: Notwithstanding the issue of this Planning Permit, Wyndham City Council has not granted its consent to the carrying out of any infrastructure project under the Wyndham North Development Contributions Plan as Works In Kind and or in return for a credit as against development contribution liabilities. Consent to undertake an infrastructure project under the Wyndham North Development Contributions Plan as Works In Kind and or in return for a credit as against development contribution liabilities must be obtained specifically and in writing from Wyndham City Council.

Date

Signature for the Responsible Authority



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Environment Team - indigenous tree removal

FOOTNOTE: It is recommended all indigenous trees permitted to be removed are taken into a Conservation Reserve for inclusion as large logs. These logs must be placed into the remnant patch under the direction of a suitably qualified ecologist.

Public Transport Victoria

FOOTNOTE: Cross sections for roads identified as potential bus routes must be in accordance with the approved cross sections within the Riverdale Precinct Structure Plan. Any alteration to the approved cross sections in the Riverdale Precinct Structure Plan must be referred to PTV for approval.

Department of Environment, Land, Water and Planning

FOOTNOTE: On 5 September 2013 and 11 September 2014, approvals under Part 10 of the Environment Protection and Biodiversity Conservation Act 1999 (EPBC Act) were granted. The approvals apply to all actions associated with urban development in growth corridors in the expanded Melbourne 2010 Urban Growth Boundary as described in page 4 in the Biodiversity Conservation Strategy for Melbourne's Growth Corridors (Department of Environment and Primary Industries, 2013). The Commonwealth approvals have effect until 31 December 2060. The approvals are subject to conditions specified at Annexure 1 of the approvals. Provided the conditions of the EPBC Act approval are satisfied individual assessment and approval under the EPBC Act is not required

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THIS PERMIT HAS BEEN AMENDED AS FOLLOWS:

Date of amendment	Brief Description of amendment
04 July 2018	WYP10107/17.02 - Section 72 Amendment - Increase permit area and subdivision of Precinct B, amend stage sequencing (including new stages), and alteration of lots within Stage 12, 16, 18, 23. Inclusion of new Melbourne Water condition 76 and associated renumbering of the planning permit.

Date

Signature for the Responsible Authority



30 November 2017

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IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit. *NOTE: This is not a permit granted under Division 5 or 6 of Part 4 of the Planning and Environment Act 1987.*

WHEN DOES A PERMIT BEGIN?

A permit operates:

- from the date specified in the permit; or
- if no date is specified, from—
 - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
 - (ii) the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if—
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development requires the certification of a plan of subdivision or consolidation under the *Subdivision Act 1988* and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
 - the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the *Subdivision Act 1988*.
2. A permit for the use of land expires if—
 - the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if—
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development or any stage of it is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit; or
 - the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
 - the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the *Planning and Environment Act 1987*, or to any combination of use, development or any of those circumstances requires the certification of a plan under the *Subdivision Act 1988*, unless the permit contains a different provision—
 - the use or development of any stage is to be taken to have started when the plan is certified; and
 - the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT APPEALS?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on an Application for Review form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- An application for review must also be served on the Responsible Authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.



Civic Centre
Postal 45 Princes Highway, Werribee, Victoria 3030, Australia
PO Box 197, Werribee, Victoria 3030, Australia

Telephone (03) 9742 0777
Facsimile (03) 9741 6237
Email mail@wyndham.vic.gov.au
www.wyndham.vic.gov.au

DX 30258 Werribee Vic
ABN: 38 393 903 860

Your Ref: 367277

Our Ref: wLIC00048/21

Date: 05/01/2021

Landata
DX 250639
MELBOURNE VIC

LAND INFORMATION CERTIFICATE
Year Ending :30/06/2021
Assessment No: 230596
Certificate No: wLIC00048/21
All Enquiries and Updates to 03 9742 0777



Property Description: V 11863 F 169 L B PS 735353 Tarneit Parish V 12195 F 215 L R1 PS 817188
Tarneit Parish V 12226 F 448 L Q PS 820473 Tarneit Parish
AVPCC Code: 102 - Vacant Englobo Residential Subdivisional Land
Property Situated: 1071 Sayers Road
TARNEIT VIC 3029

Site Value	\$78750000	CIV	\$78750000	NAV	\$3937500
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The level of valuation is 01/01/2020.
The Date Valuation was adopted for rating purposes is 14/12/2020.

Credit Brought Forward		(\$55698.90)
Current Year's Rates		
Englobo Land Rates		\$285448.24
Municipal Charge		\$62.20
Fire Services Levy		\$3653.24
Current Rates Levied	\$289163.68	
Less Payments		(\$161126.48)
Balance Outstanding		\$72338.30

TOTAL OUTSTANDING	\$72338.30
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Council strongly recommends that an updated certificate be sought prior to any settlement of land or other reliance on this certificate. A written update will be provided free of charge for up to 3 months after the date of issue.

LAND NOT SEPARATELY RATED

Lot S PS 822740 has not yet been separately assessed for the purpose of rates and charges. This lot forms part of the above parent property, an update of this certificate will be provided, free of charge, for a period of three months, if required.

The current portion of the rates raised and any rates payments will not be allocated to the child properties.

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 1958, the Local Government Act 1989 or under a local law of the Council and the specified flood level by the Council (if any).

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

OTHER INFORMATION NOTICES AND ORDERS:

There is no potential Liability for Rates under the Cultural and Recreational Lands Act 1974.

There is no potential Liability for the Land to become Rateable under Section 173 or 174A of the Local Government Act 1989.

There is no Outstanding Amount to be paid for Recreational Purposes or any transfer of Land required to be made to Council for Recreational Purposes under the Local Government Act 1958.

LAND CLEARANCE CHARGES:

Directions to maintain vacant land to Council requirements all year round are in place under the Local Law.

Although there may be no charges shown on the Certificate, it is possible that a Charge OR a Notice to Comply to maintain the vacant land as required may exist by settlement date.

Please contact Council's City Resilience Department via email at mail@wyndham.vic.gov.au to check if there are any pending Charges that are not listed but which may transfer with the property to the new owner.

NOTE: Whilst all efforts have been made to ensure that the information contained in this Certificate is accurate and reflects the current records of the City as at the date of the Certificates issue, information contained in the Certificate is subject to regular update and it is strongly recommended that an updated Certificate be sought immediately prior to any settlement of land or other reliance on this Certificate.

I hereby certify that as at the Date of Issue the information given in this Certificate is a true and correct disclosure of Rates and other Monies payable to the Wyndham City Council, together with any Notice or Orders referred to in this Certificate

APPLICANT: Landata

RECEIVED THE SUM OF \$26.60 BEING FOR THE FEE FOR THE CERTIFICATE

REFERENCE: wLIC00048/21



Mary-Jane Moala/Coordinator Finance Operations

Payment Options



BPAY (Rates payments only)

Billers Code: 76869

Customer Reference Number: 2142282

Online via Credit Card

Visit www.wyndham.vic.gov.au

Rates Payment

Bank Reference Number: 2142282

Land Clearance Charge (if applicable)

See Reference Number above

Cheque Payment

Send cheque made payable to Wyndham City Council and a **copy of this LIC** to PO Box 197, Werribee, VIC 3030





City West Water

ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES
131691

REFERENCE NO.

1254 0093 5108

DATE OF ISSUE - 6/01/2021

APPLICATION NO.

914543

LANDATA COUNTER SERVICES

YOUR REF.

44137548-033-0

SOURCE NO. 99904685210

PROPERTY: LOT S/LAYLA CRESCENT TARNEIT VIC 3029

Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges

The sum of Zero dollars is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
TOTAL	0.00			0.00	0.00
	Service charges owing to 30/06/2020				0.00
	Service charges owing for this financial year				0.00
	Adjustments				0.00
	Current amount outstanding				0.00
	Plus remainder service charges to be billed				0.00
	BALANCE including unbilled service charges				0.00

City West Water property settlement payments can be made via BPAY. If using BPAY please use the BPAY Biller code and reference below.

Biller Code:	8789
Reference:	1254 0093 5108



City West Water

ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES
131691

REFERENCE NO.

1254 0093 5108

DATE OF ISSUE - 6/01/2021

APPLICATION NO.

914543

This property is currently not liable for Parks and/or Waterway and Drainage charges however may be liable for these charges from date of sale.

Where applicable, this statement gives particulars of City West Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.

This installation is not supplied with water through a City West Water meter.



City West Water

ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES
131691

REFERENCE NO.

1254 0093 5108

DATE OF ISSUE - 6/01/2021

APPLICATION NO.

914543

Information given pursuant to section 158 of the Water Act 1989

Please note that the property is in an area designated by City West Water for the provision of a recycled water supply in addition to drinking water and sewerage services. The conditions of connection for recycled water are available on our web site at www.citywestwater.com.au. Should you require further information, please contact City West Water on 13 16 91 or by emailing to enquiries@citywestwater.com.au.

Portion of the land could be subject to inundation at times of high storm flow. Therefore any proposed development on the property is to be referred to Melbourne Water, Land Development Team (Postal Address: GPO Box 4342, Melbourne 3001) - Telephone: 9679-7517.

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact City West Water on 131691.

AUTHORISED OFFICER:

ROHAN CHARRETT
GENERAL MANAGER
CUSTOMER EXPERIENCE
CITY WEST WATER CORPORATION

Unless prior consent has been obtained from both CITY WEST WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

City West Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

Please contact City West Water prior to settlement for an update on these charges and remit payment to City West Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.



City West Water

ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES
131691

REFERENCE NO.

1253 2209 8119

DATE OF ISSUE - 6/01/2021

APPLICATION NO.

914543

LANDATA COUNTER SERVICES

YOUR REF.

44137548-033-0

SOURCE NO. 99904685210

PROPERTY: PREV/1071 SAYERS ROAD TARNEIT VIC 3029

Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges

The sum of two thousand one hundred dollars and eighty five cents is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	104.32	Quarterly	31/12/2020	52.16	52.16
PARKS SERVICE CHARGES	2,065.31	Annually	30/06/2021	2,065.31	1,996.53
TOTAL	2,169.63			2,117.47	2,048.69

Service charges owing to 30/06/2020	0.00
Service charges owing for this financial year	2,048.69
Adjustments	0.00
Current amount outstanding	2,048.69
Plus remainder service charges to be billed	52.16
BALANCE including unbilled service charges	2,100.85

City West Water property settlement payments can be made via BPAY. If using BPAY please use the BPAY Biller code and reference below.

Biller Code:	8789
Reference:	1253 2209 8119



City West Water

ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES
131691

REFERENCE NO.

1253 2209 8119

DATE OF ISSUE - 6/01/2021

APPLICATION NO.

914543

For the purpose of levying Parks and/or Waterways and Drainage charges Property no: 125400935 is not yet separately rated by City West Water and is part only of the property for which this certificate is issued. Property 125400935 may be separately rated from the date of sale and may attract these charges.

Where applicable, this statement gives particulars of City West Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.

This installation is not supplied with water through a City West Water meter.



City West Water

ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES
131691

REFERENCE NO.

1253 2209 8119

DATE OF ISSUE - 6/01/2021

APPLICATION NO.

914543

Information given pursuant to section 158 of the Water Act 1989

Please note that the property is in an area designated by City West Water for the provision of a recycled water supply in addition to drinking water and sewerage services. The conditions of connection for recycled water are available on our web site at www.citywestwater.com.au. Should you require further information, please contact City West Water on 13 16 91 or by emailing to enquiries@citywestwater.com.au.

The property is subject to flooding. For further information contact Melbourne Water on 9679-7517.

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact City West Water on 131691.

AUTHORISED OFFICER:

ROHAN CHARRETT
GENERAL MANAGER
CUSTOMER EXPERIENCE
CITY WEST WATER CORPORATION

Unless prior consent has been obtained from both CITY WEST WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

City West Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

Please contact City West Water prior to settlement for an update on these charges and remit payment to City West Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.






















City West
Water™

Encumbrance Plan

LOT B/ SEWELLS ROAD TARNEIT 3029

Application No. 914543

LEGEND

 Circular Manhole  Inspection Shaft  Sewer Main  Abandoned Sewer Main  Water Main  Abandoned Water Main	 Recycled Water Main  MW Channel  MW Abandoned Channel  MW Natural Waterway  MW Underground Drain  MW Abandoned Underground Drain	 MW Sewer Main  MW Abandoned Sewer Main  MW Water Main  MW Abandoned Water Main  MW Manhole  MW Abandoned Manhole	 Date: 06/01/2021
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Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. City West Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / ROBERTSON HYETTS SOLICITORS

Your Reference: 611671-2

Certificate No: 40984351

Issue Date: 11 JAN 2021

Enquiries: JX07

Land Address: 1071 SAYERS ROAD TARNEIT VIC 3029

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47660322	S	822740	12239	715	\$0.00

Vendor: SAYERS ROAD DEVELOPMENTS PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
TARNEIT ESTATE PTY LTD	2021	\$0	\$0.00	\$0.00	\$0.00

Comments:

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$0

SITE VALUE: \$0

AMOUNT PAYABLE: \$0.00

Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 40984351

Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$0

Calculated as \$0 plus (\$0 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY




Billers Code: 5249
Ref: 40984351

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 40984351

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

707204

APPLICANT'S NAME & ADDRESS

ROBERTSON HYETTS SOLICITORS C/- INFOTRACK
(INFINITYLAW) C/- LANDATA

MELBOURNE

VENDOR

SAYERS ROAD DEVELOPMENTS PTY
LTD

PURCHASER

N/A, N/A

REFERENCE

367277

This certificate is issued for:

LOT S PLAN PS822740 ALSO KNOWN AS 1071 SAYERS ROAD TARNEIT
WYNDHAM CITY

The land is covered by the:

WYNDHAM PLANNING SCHEME

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

The land:

- is included in a URBAN GROWTH ZONE - SCHEDULE 11
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 13
- and MAY BE SUBJECT TO A GROWTH AREAS INFRASTRUCTURE CONTRIBUTION - FOR MORE INFORMATION GO TO THE WEBSITE
<https://www.planning.vic.gov.au/legislation-regulations-and-fees/planning-legislation/growth-areas-infrastructure-contribution>

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

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

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

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

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

LANDATA@
2 Lonsdale Street
Melbourne VIC 3000
Tel: (03) 9194 0606

04 January 2021

Hon. Richard Wynne MP
Minister for Planning

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

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

If this property is different to the one expected, you can phone (03) 9194 0606 or email landata.enquiries@delwp.vic.gov.au.

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



Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

From www.planning.vic.gov.au at 15 January 2021 04:55 AM

PROPERTY DETAILS

Lot and Plan Number: **Lot S PS822740**

Address: **1071 SAYERS ROAD TARNEIT 3029**

Standard Parcel Identifier (SPI): **S\PS822740**

Local Government Area (Council): **WYNDHAM** www.wyndham.vic.gov.au

Council Property Number: **230596 (Part)**

Planning Scheme: **Wyndham** [Planning Scheme - Wyndham](#)

Directory Reference: **Melway 234 C7**

This parcel is one of 2 parcels comprising the property. For full parcel details get the free Property report at [Property Reports](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **City West Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **POWERCOR**

[View location in VicPlan](#)

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**

Legislative Assembly: **TARNEIT**

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 11 (UGZ11)



0 900 m

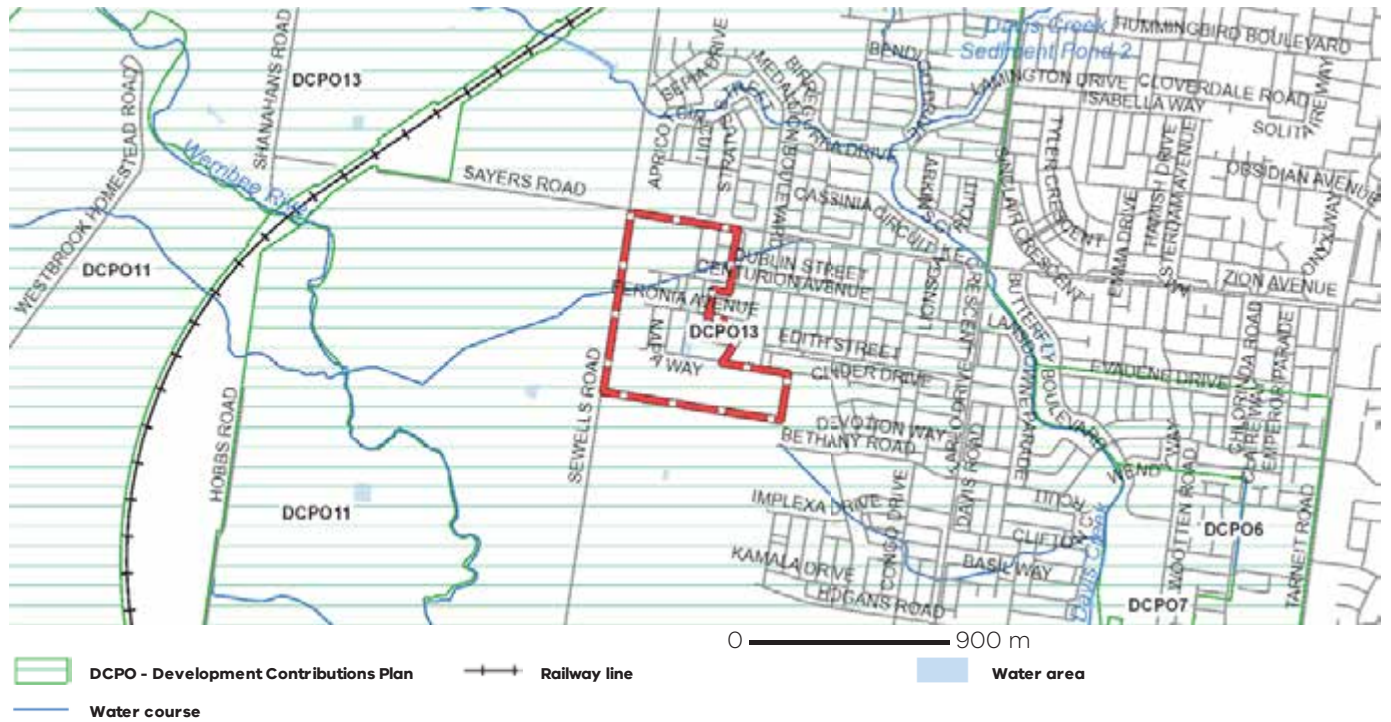
FZ - Farming	GRZ - General Residential	GWZ - Green Wedge
MUZ - Mixed Use	PPRZ - Public Park and Recreation	PUZ1 - Public Use-Service and Utility
PUZ2 - Public Use-Education	PUZ4 - Public Use-Transport	RCZ - Rural Conservation
RDZ2 - Road-Category 2	UGZ - Urban Growth	Railway line
Water area	Water course	

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 13 (DCPO13)



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

PLANNING PROPERTY REPORT

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DEVELOPMENT PLAN OVERLAY (DPO)

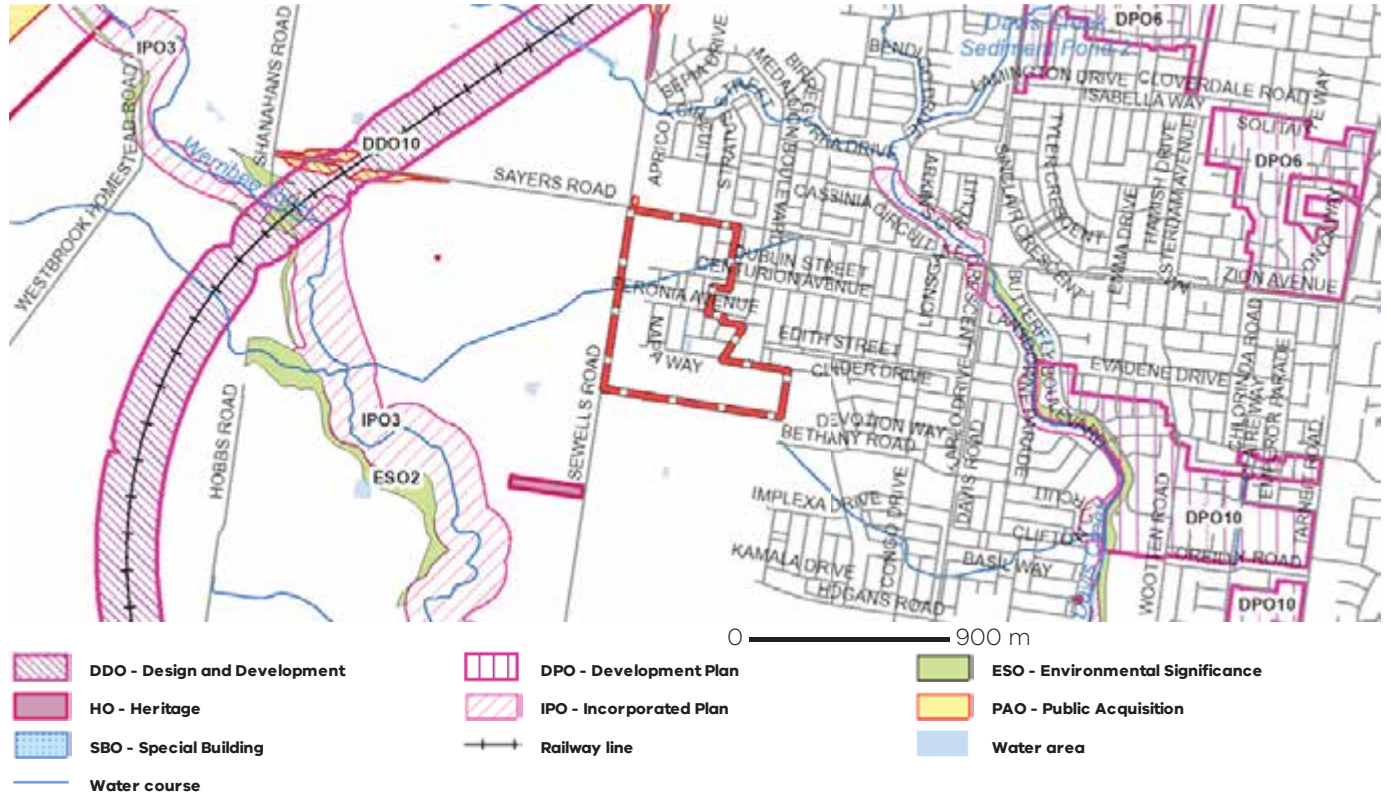
ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

HERITAGE OVERLAY (HO)

INCORPORATED PLAN OVERLAY (IPO)

PUBLIC ACQUISITION OVERLAY (PAO)

SPECIAL BUILDING OVERLAY (SBO)



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

Investigation Area

This parcel was included in an Investigation Area designated in 'Melbourne 2030: a planning update Melbourne @ 5 million'. For more information about this project go to [Melbourne @ 5 million](#)



Growth Area Infrastructure Contribution

This parcel 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](#)

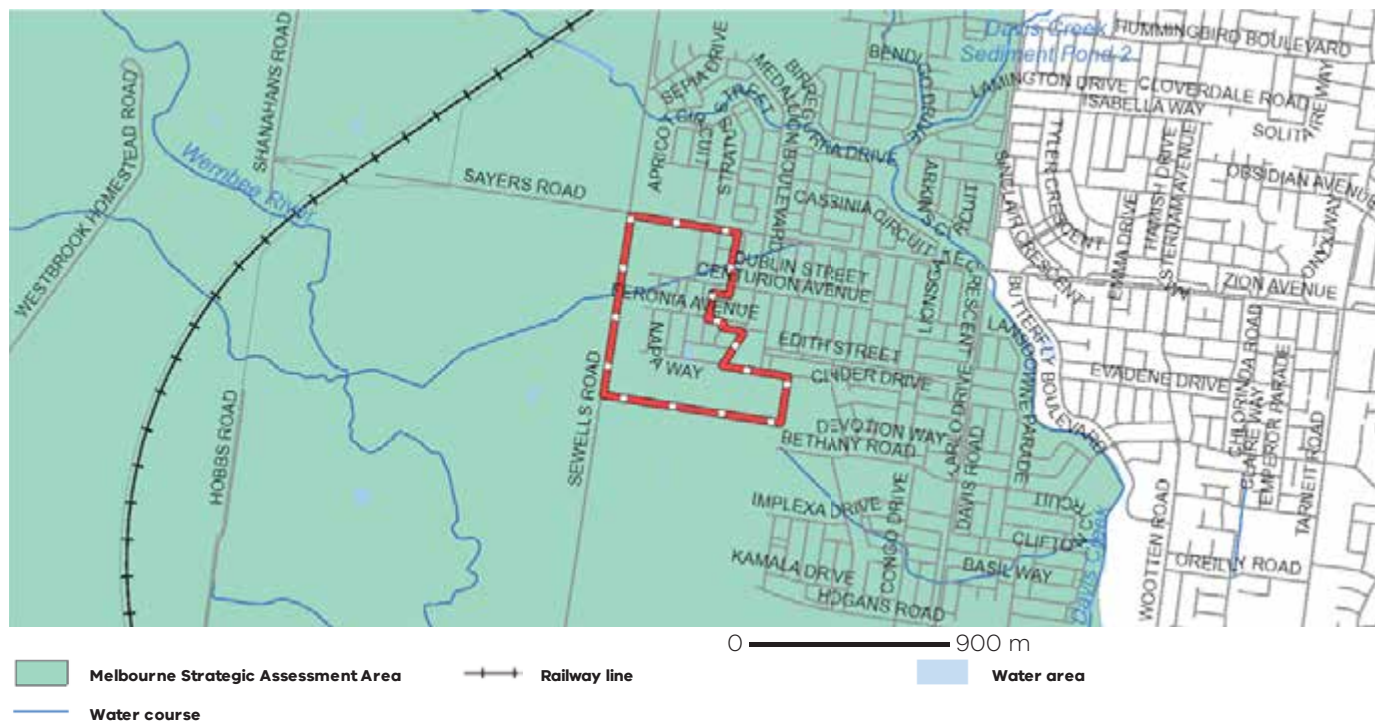


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 Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided. Read the full disclaimer at <https://www2.delwp.vic.gov.au/disclaimer>

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

Melbourne Strategic Assessment

This parcel 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 parcel 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.

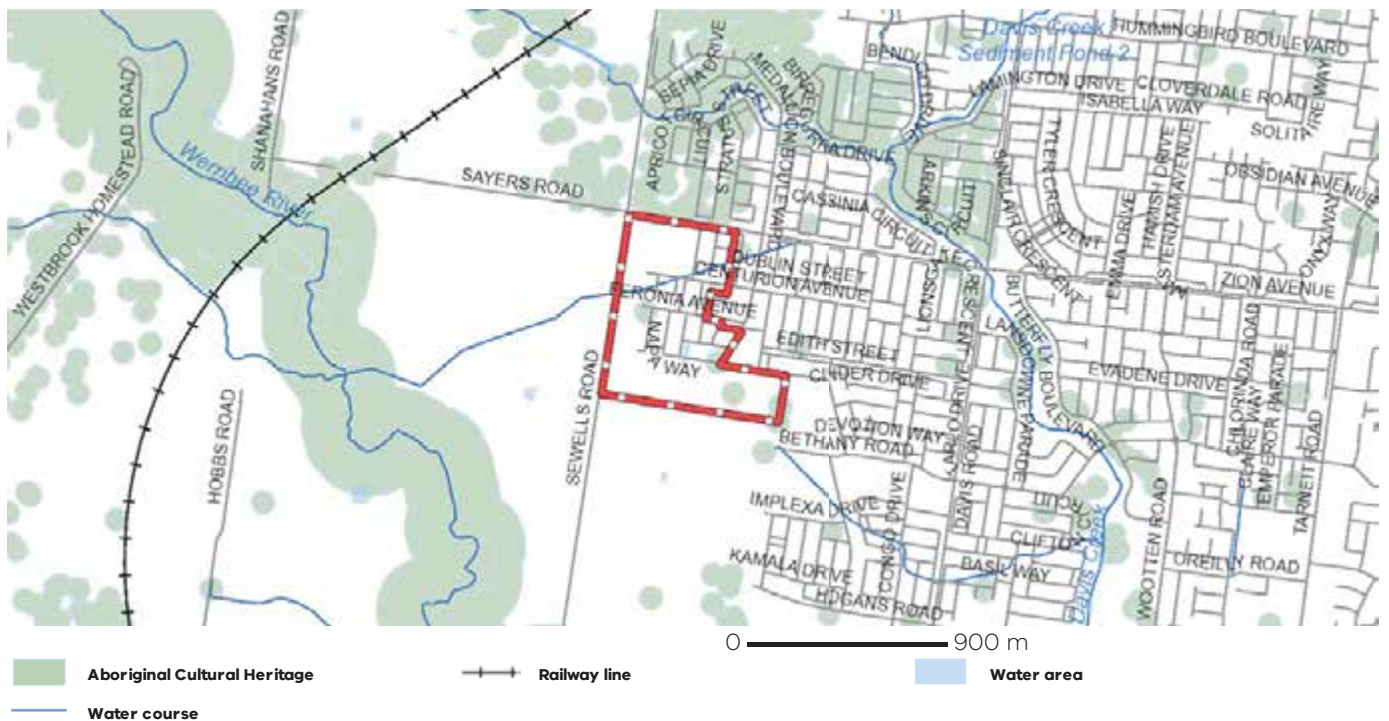
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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>



Further Planning Information

Planning scheme data last updated on 13 January 2021.

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>

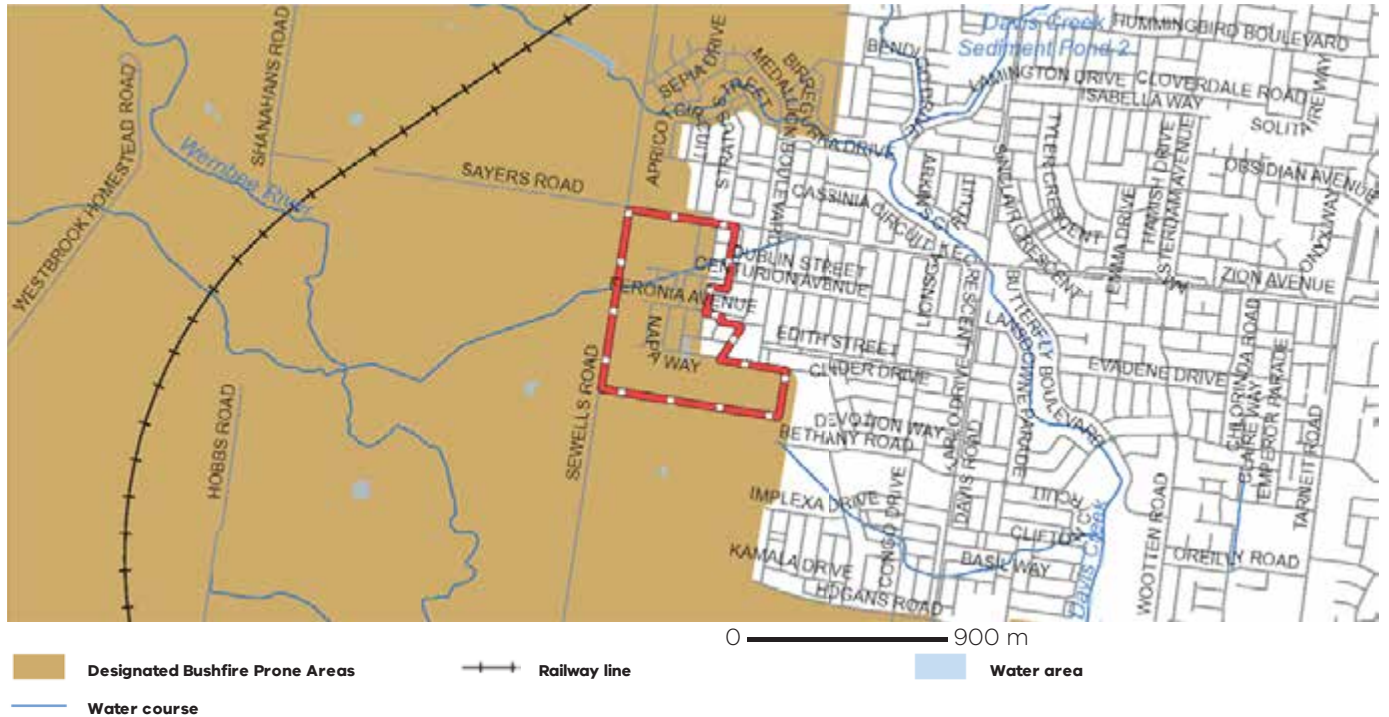
For details of surrounding properties, use this service to get the Reports for properties of interest.

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



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

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

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

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>

Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>



Civic Centre
Postal

45 Princes Highway, Werribee, Victoria 3030, Australia
PO Box 197, Werribee, Victoria 3030, Australia

Telephone
Email

(03) 9742 0777
mail@wyndham.vic.gov.au
www.wyndham.vic.gov.au

ABN: 38 393 903 860

OurRef: w2021C18046

Your Ref: 367277

04 January 2021

Landata
DX 250639
MELBOURNE VIC

PROPERTY DETAILS

Property No: 230596

**1071 Sayers Road
TARNEIT VIC 3029**
V 11863 F 168 L A PS 735353 Tarneit Parish, V 11863 F 169 L B PS 735353 Tarneit Parish, V 12039 F 032 L A PS 800993 Tarneit Parish, V 12040 F 001 L B PS 800994 Tarneit Parish, V 12045 F 877 L C PS 801017 Tarneit Parish, V 12045 F 938 L D PS 801018 Tarneit Parish, V 12082 F 402 L E PS 811322 Tarneit Parish, V 12084 F 081 L F PS 811327 Tarneit Parish, V 12141 F 312 L G PS 811328 Tarneit Parish, V 12147 F 308 L H PS 811336 Tarneit Parish, V 12147 F 361 L J PS 813555 Tarneit Parish, V 12157 F 883 L K PS 813556 Tarneit Parish, V 12180 F 510 L L PS 817173 Tarneit Parish, V 12194 F 233 L M PS 817174 Tarneit Parish, V 12195 F 215 L R1 PS 817188 Tarneit Parish, V 12195 F 216 L N PS 817188 Tarneit Parish, V 12195 F 459 L P PS 820463 Tarneit Parish, V 12226 F 448 L Q PS 820473 Tarneit Parish, V 12233 F 374 L R PS 822737 Tarneit Parish, V 12239 F 715 L S PS 822740 Tarneit Parish

PROPERTY INFORMATION REQUEST: Building Regulations 2018 – Regulation 51

Liabile to flooding (Reg 153)	NO
Designated as subject to attack by termites (Reg 150)	YES
Subject to significant snow falls (Reg 152)	NO
Designated land or works under Part 10 of the Water Act 1989 (Reg 154)	NO
Bushfire Attack Level specified in Planning Scheme (Reg 156)	NO
Community Infrastructure Levy Section 24(5) of the Building Act 1993	NO.

NOTE: Melbourne Water became responsible for waterway management, floodplain management and regional drainage on 18 November 2005. Melbourne Water is undertaking an ongoing process of investigation within this area, which may provide additional information applicable to this property. For information on flood levels please visit the Landata or Anstat websites. Where City West Water is the relevant water authority this information can be obtained by purchasing a property information statement from this authority. For information on drainage assets please contact Melbourne Water on 9235 2265.

PHILIP WILSON
CO ORDINATOR BUILDING SERVICES



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Robertson Hyetts Solicitors C/- InfoTrack (InfinityLaw)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 367277

NO PROPOSALS. As at the 4th January 2021, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

1071 SAYERS ROAD, TARNEIT 3029
CITY OF WYNDHAM

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

Date of issue: 4th January 2021

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 44137548 - 44137548133937 '367277'

Extract of EPA Priority Site Register

**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 1071 SAYERS ROAD

SUBURB: TARNEIT

MUNICIPALITY: WYNDHAM

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 234 Reference D4
Melways 40th Edition, Street Directory, Map 234 Reference C4
Melways 40th Edition, Street Directory, Map 234 Reference E8
Melways 40th Edition, Street Directory, Map 234 Reference E7
Melways 40th Edition, Street Directory, Map 234 Reference D9
Melways 40th Edition, Street Directory, Map 234 Reference E6
Melways 40th Edition, Street Directory, Map 234 Reference D8
Melways 40th Edition, Street Directory, Map 234 Reference D7
Melways 40th Edition, Street Directory, Map 234 Reference D6
Melways 40th Edition, Street Directory, Map 234 Reference C8
Melways 40th Edition, Street Directory, Map 234 Reference D5
Melways 40th Edition, Street Directory, Map 234 Reference C7
Melways 40th Edition, Street Directory, Map 234 Reference C6
Melways 40th Edition, Street Directory, Map 234 Reference C5

DATE OF SEARCH: 4th January 2021

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

- EPA has requirements for active management of land and groundwater contamination; or
- where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means.

Where EPA has requirements for active management of land and/or groundwater, appropriate clean up and management of these sites is an EPA priority, and as such, EPA has issued either a: Clean Up Notice pursuant to section 62A, or a Pollution Abatement Notice (related to land and groundwater) pursuant to section 31A or 31B of the Environment Protection Act 1970 on the occupier of the site to require active management of these sites.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register.

Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Municipal planning authorities hold information about



Extract of EPA Priority Site Register

**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

previous land uses, and it is advisable that such sources of information also be consulted.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA for \$8 per Notice.

For more information relating to the Priority Sites Register, refer to EPA contaminated site information bulletin: Priority Sites Register Contaminated Land Audit Site Listing (EPA Publication 735). For a copy of this publication, copies of relevant Notices, or for more information relating to sites listed on the Priority Sites Register, please contact EPA as given below:

Environment Protection Authority Victoria
GPO Box 4395 Melbourne Victoria 3001
Tel: 1300 372 842



CERTIFICATE

Pursuant to Section 58 of the *Heritage Act 2017*

Robertson Hyetts Solicitors

CERTIFICATE NO:
44137548

PROPERTY ADDRESS:
1071 SAYERS ROAD TARNEIT

PARCEL DESCRIPTION:
Lot S PS822740Y

1. The place or object is not included in the Heritage Register.
2. The place is not in a World Heritage Environs Area.
3. The place or object is not subject to an interim protection order.
4. A nomination has not been made for inclusion of the place or object in the Heritage Register.
5. The place or object is not being considered for inclusion in the Heritage Register.
6. The site is not included in the Heritage Inventory.
7. A repair order is not in force in respect of the place or object.
8. There is not an order of the Supreme Court under Division 3 of Part 10 in force in respect of the place or object.
9. There is not a Governor in Council declaration made under section 227 in force against the owner of the place or object.
10. There is not a court order made under section 229 in force against a person in respect of the place or object.
11. There are no current proceedings for a contravention of this Act in respect of the place or object.
12. There has not been a rectification order issued in respect of the place or object.

Ainsley Thompson
Heritage Officer (Registry)

(as delegate for Steven Avery, Executive Director, Heritage Victoria, pursuant to the instrument of delegation)

DATED: 6 January 2021

Note: This Certificate is valid at the date of issue.

4 January 2021

Robertson Hyetts Solicitors C/- InfoTrack (InfinityLaw)
c/- Landata
GPO BOX 527
MELBOURNE VIC 3001

6 Parliament Place
East Melbourne
VIC 3002

Email: conservation@nattrust.com.au
Web: www.nationaltrust.org.au

T 03 9656 9818

Re: VOL 12239 FOLIO 715; 1071 SAYERS ROAD TARNEIT 3029
Reference: 44137548-038-5

Dear Sir/Madam,

With reference to your recent enquiry, I write to advise that as of this date the above property is **not classified** by the National Trust.

Please note that the property may have been identified on the following statutory registers:

- Victorian Heritage Register—Heritage Victoria, Department of Environment, Land, Water and Planning
<https://www.heritage.vic.gov.au/> or 03 9938 6894
- Victorian Aboriginal Heritage Register—Department of Premier and Cabinet
vahr@dpc.vic.gov.au or 1800 762 003
- Municipal planning controls—contact the Statutory Planning department of the **City of Wyndham**
- World, National and Commonwealth Heritage Lists—Department of the Environment
<http://www.environment.gov.au/topics/heritage/heritage-places>

For further information about classification on the National Trust Register visit:
<https://www.nationaltrust.org.au/services/heritage-register-vic/>

For enquiries, please contact the National Trust Advocacy Team on 03 9656 9818.

Yours faithfully,



Felicity Watson
Executive Manager - Advocacy
National Trust of Australia (Victoria)

Contact Name Brett McKenzie
Telephone 03 9628 0049
Facsimile 03 9628 6853
Your Ref: 44137548-013-2

12 January 2021

Robertson Hyetts Solicitors
c/- Landata
GPO Box 527
MELBOURNE VIC 3001

Dear Sir/Madam,

Growth Areas Infrastructure Contribution (GAIC)

1071 Sayers Road, Tarneit (Volume 12239 Folio 715) - (the land)

Thank you for your Application for a Growth Areas Infrastructure Contribution (GAIC) Certificate dated 4 January 2020 in respect of the land.

Although the land is currently within the urban growth boundary and a Growth Area, the GAIC liability in respect of the land has been fully discharged and the GAIC notification on the land has been removed.

For further details regarding GAIC, please visit the State Revenue Office website or telephone 03 9628 0049.

If you have any queries in relation to this matter please contact me.

Yours sincerely



Brett McKenzie
Customer Service Officer
Land Revenue

Victorian Aboriginal Heritage Register – Advice as to the existence of records in relation to a nominated area of land.

Reference Number:

28591

SECTION 1 – Applicant Information

Name of applicant:

Ms Janelle Brown

Organisation:

InfoTrack

Postal address:

Level 5, North Tower 459 Collins St
Melbourne
VIC 3000

Telephone number:

+61472812544

Email address:

vicsearching@infotrack.com.au

Customer Reference No.

611671-2

SECTION 2 – Land Description (as provided by the applicant)

Subdivisional References (Lot / Plan):

S/PS822740Y

Crown References:

Title References (Volume / Folio) :

12239/715

Street Address:

1071 SAYERS ROAD, TARNEIT 3029

Other description:

Order ID: 76407199

Directory Reference:

Directory:

SECTION 3 – Registered Information

Are there any registered Aboriginal Places or Objects on the nominated area of land?

Please see attached Aboriginal Place report.

Yes

Are there any other areas of cultural heritage sensitivity associated with the nominated area of land? (See over).

Yes

Does the Register contain a record of a notified place (ie a place reported but not yet inspected) in relation to the nominated area of land?

No

Does a stop order exist in relation to any part of the nominated area of land?

No

Does an interim or ongoing protection declaration exist in relation to any part of the nominated area of land?


No

Does a cultural heritage agreement or Aboriginal cultural heritage land management agreement exist in relation to any part of the nominated area of land?

No

Signed:

Date: 13/Jan/2021



Oona Phillips
Senior Heritage Registrar
Aboriginal Victoria

SECTION 4 – Terms & Conditions

Terminology

In these terms and conditions, the expressions "we", "us" and "our" are a reference to the Government of the State of Victoria, acting through Aboriginal Victoria, an agency of the Department of Premier and Cabinet.

Advice provided from the Register

Access to the information requested from the Register in the "Application for advice as to the existence of records in relation to a nominated area of land" form (the "Form") is subject to the discretion of the Secretary and the requirements of the Act.

The absence of records on the Register for a nominated area of land does not necessarily mean that the area is devoid of Aboriginal cultural heritage values. Applicants should be aware of the provisions of s.17 and s.24 of the *Aboriginal Heritage Act 2006*, which require the reporting of Aboriginal remains, Aboriginal places and objects discovered in Victoria. Applicants should also be aware that it is an offence under the *Aboriginal Heritage Act 2006* to harm Aboriginal cultural heritage, for which significant penalties apply. This advice does not abrogate any requirement to prepare a Cultural Heritage Management Plan under the *Aboriginal Heritage Act 2006*.

Specific conditions of advice provided from the Register for an application under s.147

The Secretary, Department of Premier and Cabinet may refuse to provide any information to the Applicant if the provision of the information would be likely to endanger Aboriginal cultural heritage (refer to s.147 (4) of the Act).

Use of information

Information provided to the Applicant from the Register as a result of this application and for the land described in Section 2 ("Information") may only be used for the purposes nominated by the Applicant in the Form (and for no other purposes). The Information may not be on-sold or rebadged without our written permission.

Documents to be lodged with Registrar

Two copies (one of which must be in digital format) of any article, publication, report or thesis which relies on any Information provided to the Applicant must be lodged with the Registrar as soon as practicable after their completion.

Acknowledgment of source of Information

We must be acknowledged in any article, publication, report or thesis (including a newspaper article or display) which incorporates or refers to material supplied from the Register.

Copyright

We retain copyright in all materials for which legal title of the relevant organisation is clear. Apart from fair dealing for the purposes of private study, research, criticism or review, as permitted under the copyright legislation, and apart from uses specifically authorised by these terms and conditions, no part may be reproduced or reused for any commercial purposes whatsoever.

Specifically, and other than for the purposes of and subject to the conditions prescribed in the *Copyright Act 1968* (Cth), you may not in any form or by any means adapt, reproduce, store, create derivative works, distribute, print, display, perform, publish or commercialise the Information without our written permission.

Disclaimer

The Information is provided for information purposes only. Except as expressly stated to the contrary, no claim is made as to the accuracy or authenticity of its content. The Information is provided on the basis that any persons having access to it undertake responsibility for assessing the relevance and accuracy of its content. We do not accept responsibility for any loss or damage, however caused (including through negligence) which you may directly or indirectly suffer in connection with your use of the Information, nor do we accept any responsibility for any such loss arising out of your use or reliance (or any other person's use or reliance) on the Information.

The disclaimer set out in these terms and conditions is not affected or modified by any of the other terms and conditions in these Terms and Conditions. Nevertheless, our disclaimer does not attempt to purport to exclude liability in relation to any term implied by law which cannot be lawfully excluded.

Indemnity

You agree to indemnify and hold us, our agents and employees, harmless from any claim or demand, made by any third party due to, or arising out of or in connection with, your breach of these terms and conditions, or your infringement of any rights of a third party, or the provision of any information to a third party.

Governing Law

These terms and conditions are governed by the laws in force in the State of Victoria, Australia.

Third Party Disclosure

Where the information obtained from the Register is provided to a third party, details of the above Terms and Conditions must also be provided.

Areas of Cultural Heritage Sensitivity

You can find out more about 'areas of Aboriginal Cultural Heritage Sensitivity' including maps showing these areas, at

<https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes/planning-and-development-of-land.html>

1071 SAYERS ROAD, TARNEIT report
Registered Aboriginal Heritage Places

Place Number	Name	Component Number	Type
7822-3967	Santa Rosa LDAD	7822-3967-2	Low Density Artefact Distribution
7822-3967	Santa Rosa LDAD	7822-3967-3	Low Density Artefact Distribution
7822-3967	Santa Rosa LDAD	7822-3967-4	Low Density Artefact Distribution
7822-3967	Santa Rosa LDAD	7822-3967-5	Low Density Artefact Distribution
7822-3967	Santa Rosa LDAD	7822-3967-13	Low Density Artefact Distribution

Total Components 5
Total Registered Places 1

Lease
Section 66(1) Transfer of Land Act 1958

Privacy Collection Statement

The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

Lodged by

Name: Clayton Utz

Phone: (03) 9286 6000

Address: DX 38451, 333 Collins VIC

Reference: 14193/21126/81008073

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 Certificate of Title Volume 12239 Folio 715

Lessor: (full name)

Sayers Road Holdings Pty Ltd ACN 642 534 567 of Level 1, 6 Riverside Quay, Southbank Victoria 3006

Lessee: (full name and address, including postcode)

Club Alamora Limited ACN [insert] of Level 1, 6 Riverside Quay, Southbank Victoria 3006

Commencement date:

[insert]

Expiry date:

[insert], 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

1. Exclusion of Statutory Provisions

1.1 Moratorium

35271702A

V2

66TLA

Page 1 of

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: www.delwp.vic.gov.au/property>Contact us

L\338625259.3

The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

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,

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water, sewerage and drainage) installed or to be installed and connected to the Premises or any part of the Alamora 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.

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.

The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

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
- (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;
- (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;

The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

- (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 Alamora 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 841640V, subject to:
 - (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;

The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

- (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.
- (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.

The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

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:
 - (i) any landscaping within the Alamora 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 Alamora Project Land.

The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

- (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.

The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

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;
 - (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;

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- (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.
- (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.

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11.3 S.144 excluded

Section 144 of the *Property Law Act 1958* 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.

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.

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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:

- (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:

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- (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.

13.2 Obligation to reinstate is absolute

The Lessee's obligation under **Clause 13.1** to reinstate the Improvements applies irrespective of how the damage and destruction occurred and irrespective of whether any policy of insurance effected for the Premises is avoided or payment refused or reduced.

13.3 Rent and Rates and Taxes

The Lessee must continue to pay the Rent and the Rates and Taxes even if the Improvements are destroyed or damaged.

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14. Lessor's Covenants

14.1 Quiet Enjoyment

If the Lessee pays the Rent and observes and performs in a timely fashion the covenants and conditions on its part contained in this Lease, the Lessee may occupy and enjoy the Land during the Term without any interruption by the Lessor or by any Person claiming through the Lessor except as provided in this Lease.

14.2 Construction of Improvements and provision of Fixtures Fittings and Equipment

- (a) Subject to receipt of approvals from all relevant Authorities, the Lessor must, in accordance with the Specifications construct Improvements on the Land (or procure Improvements to be constructed on the Land).
- (b) Despite anything else in this Lease, the Lessor may, by agreement with the Lessee, but is not obliged to:
 - (i) provide and/or install Fixtures, Fittings and Equipment necessary for the operation and management of the Land and Improvements for the Permitted Use, including but not limited to gymnasium equipment and furniture; and
 - (ii) incorporate energy efficiency measures into the design and construction of the Improvements.

14.3 Construction Period

- (a) Subject to obtaining all necessary permits and approvals, the Lessor:
 - (i) may commence or continue construction of the Improvements at any time after the Commencement Date;
 - (ii) must commence construction of the Improvements as soon as reasonably practicable after the Developer has settled the sale of all residential lots anticipated to be created by one or more plans of subdivision of that part of the Alamora Project Land comprised in Certificate of Title Volume 12239 Folio 715; 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,

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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;
 - (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;

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- (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 Alamora 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 Alamora 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 841640V in accordance with **Clause 8.2(b)**,

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 x 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

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B is the number of residential allotments on Plan of Subdivision 841640V 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 841640V 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 No. 841640V 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 Alamora 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:

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E x 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 Alamora 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 Alamora 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**.

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 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.

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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 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.

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- (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;
- (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.

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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,

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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.

18.2 Overholding

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

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- (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:

- (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

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- (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

- (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
- (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)**.

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21. Definitions and Interpretation

21.1 Definitions

In this document:

"Alamora Project Land" means the land known as 1071 Sayers Road, Tarneit in the State of Victoria comprising:

- (a) Lot S on Plan of Subdivision 822740Y, more particularly described in Certificate of Title Volume 12239 Folio 715; and
- (b) Lot B on Plan of Subdivision 735353R, more particularly described in Certificate of Title Volume 11863 Folio 169;

"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**;

"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;

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"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) Sayers Road Holdings Pty Ltd ACN 642 534 567;
- (b) Hogans Road Holdings Pty Ltd ACN 642 534 683;
- (c) any Related Body Corporate or joint venture partner of Sayers Road Holdings Pty Ltd ACN 642 534 567 and/or Hogans Road Holdings Pty Ltd ACN 642 534 683; and/or
- (d) any successor of Sayers Road Holdings Pty Ltd ACN 642 534 567 and/or Hogans Road Holdings Pty Ltd ACN 642 534 683;

"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 841640V;

"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, 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;

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"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 Alamora 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;

"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 841640V; and
- (b) 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 Alamora Project Land;

"Party" means a party to this Lease;

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"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 the Lessor or the Lessee or payable by the owner or occupier of the Land;

"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, three lane outdoor lap pool, function room and parent's lounge, 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

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"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.
- (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

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- (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.
- (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.

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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.

Lease
Section 66(1) Transfer of Land Act 1958

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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, three lane outdoor lap pool, function room and parent's lounge
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
- Three lane outdoor lap pool
- Function room
- Parents Lounge

Lease
Section 66(1) Transfer of Land Act 1958

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Annexure B - Plan of Area Leased

Lease
Section 66(1) Transfer of Land Act 1958

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[Certifications and signing to be inserted]