

Contract of Sale of Land

Property:

17 Palacio Terrace, Clyde North VIC 3978

Melbourne Home Transfer Pty Ltd
7 Antonie Avenue
DELAHEY VIC 3037
Tel: 0424431992
Ref: AL:24018

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

Contract of Sale of Land

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
 - as director of a corporation; or
 - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

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

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

State nature of authority, if applicable:

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

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

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

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

State nature of authority, if applicable:

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

Table of Contents

Particulars of Sale5

Special Conditions.....8

General Conditions.....11

Particulars of Sale

Vendor's estate agent

Name: AREA SPECIALIST - CASEY
Address: 142 High Street, Cranbourne VIC 3977
Email: hsingh@areaspecialist.net.au
Tel: 03 9088 4194 Mob: 0406 676 197 Fax: Ref: HARDEEP SINGH

Vendor

Name: NINA VO
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Melbourne Home Transfer Pty Ltd
Address: 7 Antonie Avenue, Delahey VIC 3037
Email: info@melbournehometransfer.com.au
Tel: 0424431992 Mob: Fax: Ref: 24018

Purchaser's estate agent

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

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11682 Folio 771	233	PS 730320K

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 17 Palacio Terrace, Clyde North VIC 3978

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

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)**is due on**

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

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

Lease (general condition 5.1)

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

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

☐ a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years

OR

☐ a residential tenancy for a fixed term ending on / /20.....

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (general condition 20)

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

Lender:

Loan amount: no more than

Approval
date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

Instructions: *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

1. Purchaser's inspection and investigation

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

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

2. Warranty by Vendor

2.1 The Vendor gives no warranty:

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

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

3. Claims by Purchaser

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

- 3.1 Any improvements buildings structures erected on the land or any alterations or additions to the improvements not being in compliance with any building legislation, applicable codes and standards, building regulations.
- 3.2 The failure or defect (latent or patent) in any structure, improvements chattels or good which are on the land.
- 3.3 The nature of quality and classification of the soil and subsoil of the land.
- 3.4 The suitability condition or existence or non-existence of any chattels appliances, fixtures, and fittings in relation to the dwelling on the land.

4. Finance Approval

If the purchaser attempts to end the Contract on the basis that it is unable to obtain finance approval by the approval date, the Purchaser must simultaneously provide written proof to the Vendor from the potential lender verifying that the purchaser has applied for finance in accordance with the particulars of Sale and refusing finance approval to the purchaser, failing which the purchaser shall be deemed to have obtained approval of finance. A letter from a mortgage broker/ mobile lender is not sufficient in this regard.

5. Rescheduled Settlement

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or requests an extension or variation to the Due Date, the Purchaser must pay the Vendor's representative \$220 at the settlement for each request.

6. Adjustments

The Purchaser is responsible for ensuring the Statement of Adjustments and all updated certificates are prepared by their representative and delivered to the Vendor's representative no later than three business days preceding the settlement date. Should there be a delay in providing the Statement of Adjustments and relevant certificates by the specified time, the Purchaser will be deemed in default of the contract.

7. Default costs charges & expenses

- 7.1 In the event that a purchaser causes, by any act, omission or delay by the purchaser, its representatives or its lender if any, any delay in settlement being effected at the nominated date and or time, the purchaser shall be in breach of the contract.
- 7.2 The penalty interest rate shall be 6% per annum plus the rate for the time being fixed by section 2 of the Penalty Interest Rates Act 1983. The default interest will be adjusted by the purchaser in favour of the vendor in the Statement of Adjustments prior to the settlement of the Property.
- 7.3 The purchaser acknowledges and agrees that if the purchaser fails to complete the purchase of the property on the due date under this Contract, the vendor will or may suffer additional loss, damage and expenses, which must be adjusted in the Statement of Adjustments against the purchaser, payable at settlement and/or upon demand by the vendor's representative:
 - 7.3.1 the amount of \$880.00 (inclusive of GST) to the vendor's representative being the costs of each default;
 - 7.3.2 accommodation expenses necessarily incurred by the vendor;
 - 7.3.3 penalties interest payable by the vendor through any delay in completion of the vendor's purchase of another property

8. Solar Panels

If there are any solar panels on the land, the purchaser acknowledges and agrees that:

- 8.1 Whether or not any benefits currently provided to the vendor by agreement with the current energy supplier (including with respect to feed-in tariffs) pass to the purchaser on the sale of the land is a matter for enquiry and confirmation by the purchaser, and the vendor makes no representation in this regard;
- 8.2 The purchaser will negotiate with the current energy supplier or an energy supplier of the purchaser's choice with respect to any feed-in tariffs for any electricity generated or any other benefits provided by the solar panels;
- 8.3 the purchaser shall indemnify and hold harmless the vendor against any claims whatsoever with respect to the solar panels; and
- 8.4 Neither the vendor nor vendor's estate agent has made any representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for purpose for which they are installed, their input to the electricity grid, any benefits arising from and electricity generated by the solar panels, or otherwise.

9. Pool or Spa

If the property includes a swimming pool or spa, the vendor makes no warranties or representations that the pool or spa on the property has been registered and further makes no warranties that the pool or spa has a compliant safety barrier. The purchaser has relied upon their own enquiries in relation to registration and compliance with the current building regulations and acknowledges and accepts that it shall be responsible to register if required and shall be responsible to comply and lodge a Certificate of Barrier Compliance with the

relevant council at their own cost. The purchaser agrees that this Contract cannot be terminated and shall not seek any compensation and make no objection or requisition in relation to this special condition.

10. Owners Corporate Certificate to be provided

If the contract has Owners Corporate Certificate to be provided, the purchaser must acknowledge this and is not agreeable to rescind, object to requisition, make a claim or terminate the contract based on this condition. The Owners Corporate Certificate will be provided in a timely manner and made available to the purchaser and purchasers representative as soon as it is issued.

11. Amendments

General Condition 6.1 is amended by deleting the words "in the month and year set out the header of this page" and adding the word "latest" which reads as follows "The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the latest form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd".

12. GC 23 – special condition

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

13. GC 21 – special condition

General condition 21 is replaced with the following:

21.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is 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.

General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

The purchaser may 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.

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released

includes goods of a kind that are described by serial number in the Personal Property Securities Register.

- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.

14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

14.7 Payment of the deposit may be made or tendered:

- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

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

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

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

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

15. DEPOSIT BOND

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

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

16. BANK GUARANTEE

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the electronic lodgment network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the electronic lodgment network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a ‘going concern’:
- (a) the parties agree that this contract is for the supply of a going concern; and

- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

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

22. PEST REPORT

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

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

25. GST WITHHOLDING

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

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

- (a) settlement is conducted through an electronic lodgment network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgment network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
 - (a) specify the particulars of the default; and

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

GUARANTEE and INDEMNITY

I/We, of

and of

being the **Sole Director / Directors** of ACN

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

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

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

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)

Print Name.....)

in the presence of:)

Director (Sign)

Witness.....)

SIGNED SEALED AND DELIVERED by the said)

Print Name.....)

in the presence of:)

Director (Sign)

Witness.....)


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	17 PALACIO TERRACE, CLYDE NORTH VIC 3978
------	--

Vendor's name	NINA VO	Date
		15/08/2024
Vendor's signature		

Purchaser's name		Date
		/ /
Purchaser's signature		
Purchaser's name		Date
		/ /
Purchaser's signature		

1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed: \$6,000.00

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

Not Applicable

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Not Applicable

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

Not Applicable

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme

Planning Scheme: Casey Planning Scheme

Responsible Authority: Casey City Council

Zoning: UGZ Urban Growth Zone

Planning Overlay/s: See attached reports

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

☒ Are contained in the attached certificate

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

Not Applicable

8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	---

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The 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:

NIL

- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

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.

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 11682 FOLIO 771

Security no : 124117109727W
Produced 01/08/2024 05:32 PM

LAND DESCRIPTION

Lot 233 on Plan of Subdivision 730320K.
PARENT TITLE Volume 11682 Folio 732
Created by instrument PS730320K Stage 2 15/06/2016

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
NINA VO of 17 PALACIO TERRACE CLYDE NORTH VIC 3978
AS488647T 30/08/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS488648R 30/08/2019
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT PS730320K 15/06/2016

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
AM788483C 19/05/2016

DIAGRAM LOCATION

SEE PS730320K FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 17 PALACIO TERRACE CLYDE NORTH VIC 3978

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 30/08/2019

OWNERS CORPORATIONS

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

Page 2 of 2

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS730320K

DOCUMENT END

Imaged Document Cover Sheet

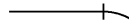

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Document Type	Plan
Document Identification	PS730320K
Number of Pages (excluding this cover sheet)	29
Document Assembled	01/08/2024 17:32

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PLAN OF SUBDIVISION		STAGE No.	LRS USE ONLY EDITION 9	PLAN NUMBER PS 730320K
LOCATION OF LAND PARISH: CRANBOURNE SECTION: ----- CROWN ALLOTMENT: ----- CROWN PORTION: 41 (PART) TITLE REFERENCES: VOL 9694 FOL 005, VOL 11545 FOL 961 & VOL 9746 FOL 039 LAST PLAN REFERENCE: LAND IN CP162395U, LOT 1 TP956553L & LOT 1 TP116036U POSTAL ADDRESS: BERWICK - CRANBOURNE ROAD (at time of subdivision) CLYDE NORTH, 3978 MGA CO-ORDINATES: E: 353 640 ZONE: 55 (of approx. centre of plan) N: 5 780 820 DATUM: GDA 94		COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: CASEY CITY COUNCIL REF: 1. THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988. 2. THIS PLAN IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988. DATE OF ORIGINAL CERTIFICATION UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988. / / . 3. THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988. OPEN SPACE (i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 HAS / HAS NOT BEEN MADE. (ii) THE REQUIREMENT HAS BEEN SATISFIED. (iii) THE REQUIREMENT IS TO BE SATISFIED IN STAGE COUNCIL DELEGATE COUNCIL SEAL DATE / / . RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988 COUNCIL DELEGATE COUNCIL SEAL DATE / / .		
VESTING OF ROADS OR RESERVES		NOTATIONS LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF OWNERS CORPORATION(S) INCLUDING; PURPOSE, RESPONSIBILITY AND ENTITLEMENT AND LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION RULES AND OWNERS CORPORATION ADDITIONAL INFORMATION COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT THE LAND CONTAINED WITHIN THE LOTS, ROADS AND RESERVES STAGING THIS IS A STAGED SUBDIVISION PLANNING PERMIT No. PLNA00753/14		
IDENTIFIER	COUNCIL/BODY/PERSON			
ROADS R1, R2, R3, R4, R5, R6, R7 & R8	CASEY CITY COUNCIL			
ROAD R50	ROADS CORPORATION			
RESERVE No's 1, 3 & 5	CASEY CITY COUNCIL	THIS IS A SPEAR PLAN		
RESERVE No's 2, 4 & 6	AUSNET ELECTRICITY SERVICES PTY LTD			
NONE OF THE EASEMENTS AND RIGHTS MENTIONED IN SUB-SECTION (2) OF SECTION 12 OF THE SUBDIVISION ACT 1988 ARE IMPLIED OVER ANY OF THE LAND IN THIS PLAN (BI) DENOTES (BOTH INCLUSIVE)		TANGENT POINTS ARE SHOWN THUS:  SURVEY: THIS PLAN IS BASED ON SURVEY VIDE AP131468N THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No's 12, 96 & 103 THE LAND IS IN A PROCLAIMED SURVEY AREA No.71		
ESTATE: DELARAY MEL: 134:K:5 DEPTH LIMITATION DOES NOT APPLY LOTS 1 TO 100 (BI), LOTS 130 TO 200 (BI), LOTS 238 TO 300 (BI), LOTS 360 TO 400 (BI), LOTS 446 TO 500 (BI), LOTS 554 TO 600 (BI), LOTS 655 TO 700 (BI) & LOTS 743 TO 800 (BI) HAVE BEEN OMITTED THIS PLAN		LRS USE ONLY STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT RECEIVED <input type="checkbox"/> DATE / /		
EASEMENT INFORMATION		THIS IS A LAND VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN		
LEGEND: A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)		SHEET 1 OF 28 SHEETS		
SEE SHEET 2 FOR EASEMENT DETAILS				
 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au		LICENSED SURVEYOR: SIMON P COX SIGNATURE: .. DIGITALLY SIGNED. REF: 8974 VERSION 9		
CHECKED AT	DATE: 20/11/18	DATE / / COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3		

		PLAN OF SUBDIVISION		LR USE ONLY EDITION		PLAN NUMBER PS 730320K	
EASEMENT INFORMATION							
LEGEND:		A - APPURTENANT		E - ENCUMBERING EASMENT		R - ENCUMBERING EASEMENT (ROAD)	
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED OR IN FAVOUR OF			
(E-1)	DRAINAGE	SEE PLAN	THIS PLAN	CASEY CITY COUNCIL			
(E-1)	SEWERAGE	SEE PLAN	THIS PLAN	SOUTH EAST WATER CORPORATION			
(E-2)	SEWERAGE	SEE PLAN	THIS PLAN	SOUTH EAST WATER CORPORATION			
(E-3)	CARRIAGEWAY	SEE PLAN	M485962M	VOL 9705 FOL 352			
(E-3)	ANY EASEMENT	SEE PLAN	UNSPECIFIED	SEE VOL 9746 FOL 039			
(E-4)	CARRIAGEWAY	SEE PLAN	M485962M	VOL 9705 FOL 352			
(E-5)	DRAINAGE	SEE PLAN	THIS PLAN	CASEY CITY COUNCIL			
(E-6)	PARTY WALL	0.12	THIS PLAN	RELEVANT ABUTTING LOT ON THIS PLAN			
 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au		REF: 8974		VERSION: 9		ORIGINAL SHEET SIZE A3	
		LICENSED SURVEYOR: SIMON P COX					

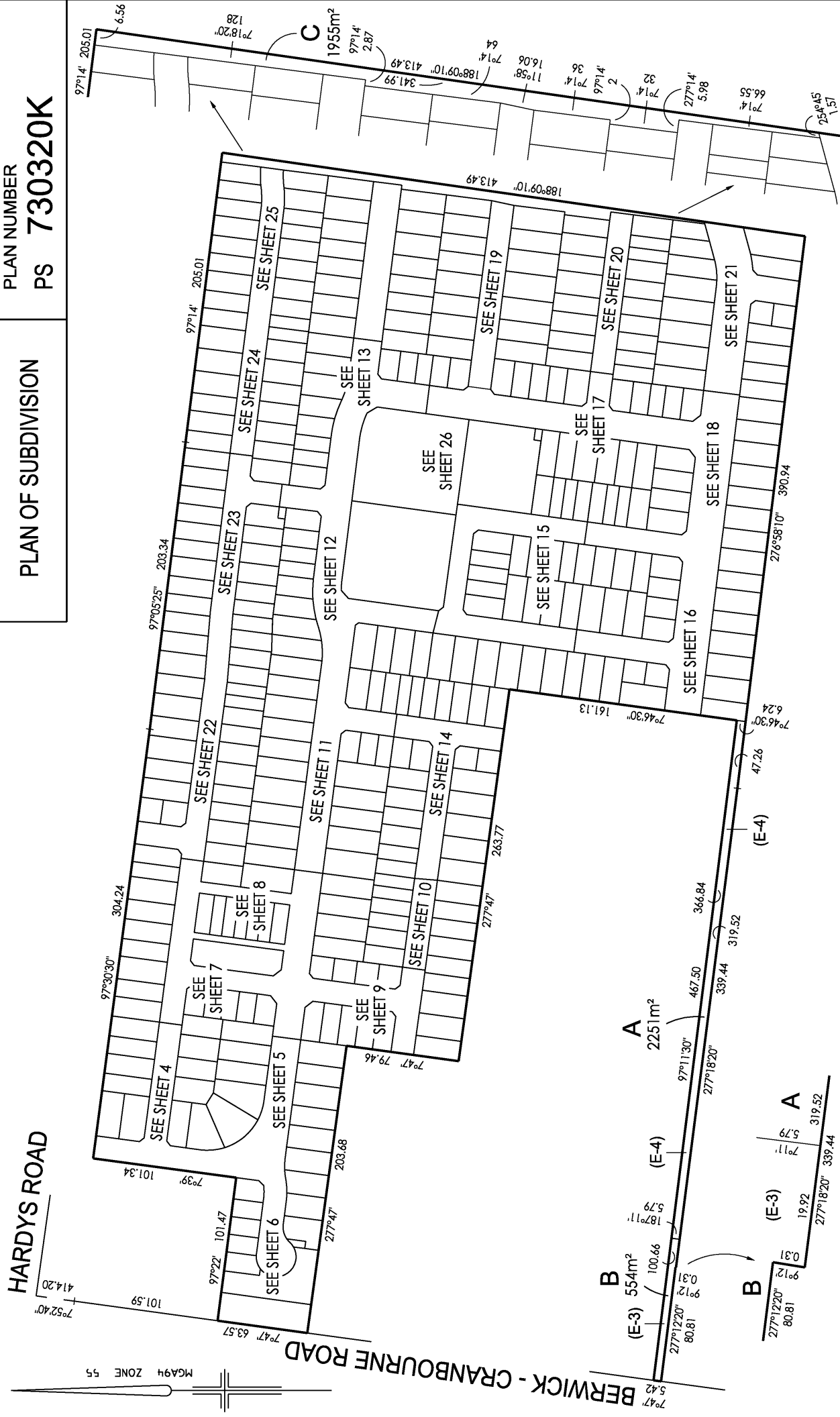
HARDYS ROAD

PLAN OF SUBDIVISION

PLAN NUMBER

PS 730320K

55 MGA94 ZONE 55



ENLARGEMENT NOT TO SCALE

ENLARGEMENT NOT TO SCALE

Breese Pitt Dixon Pty Ltd
1/19 Cato Street
Hawthorn East Vic 3123
Ph: 8823 2300 Fax: 8823 2310
www.bpd.com.au info@bpd.com.au

SCALE

1:2500



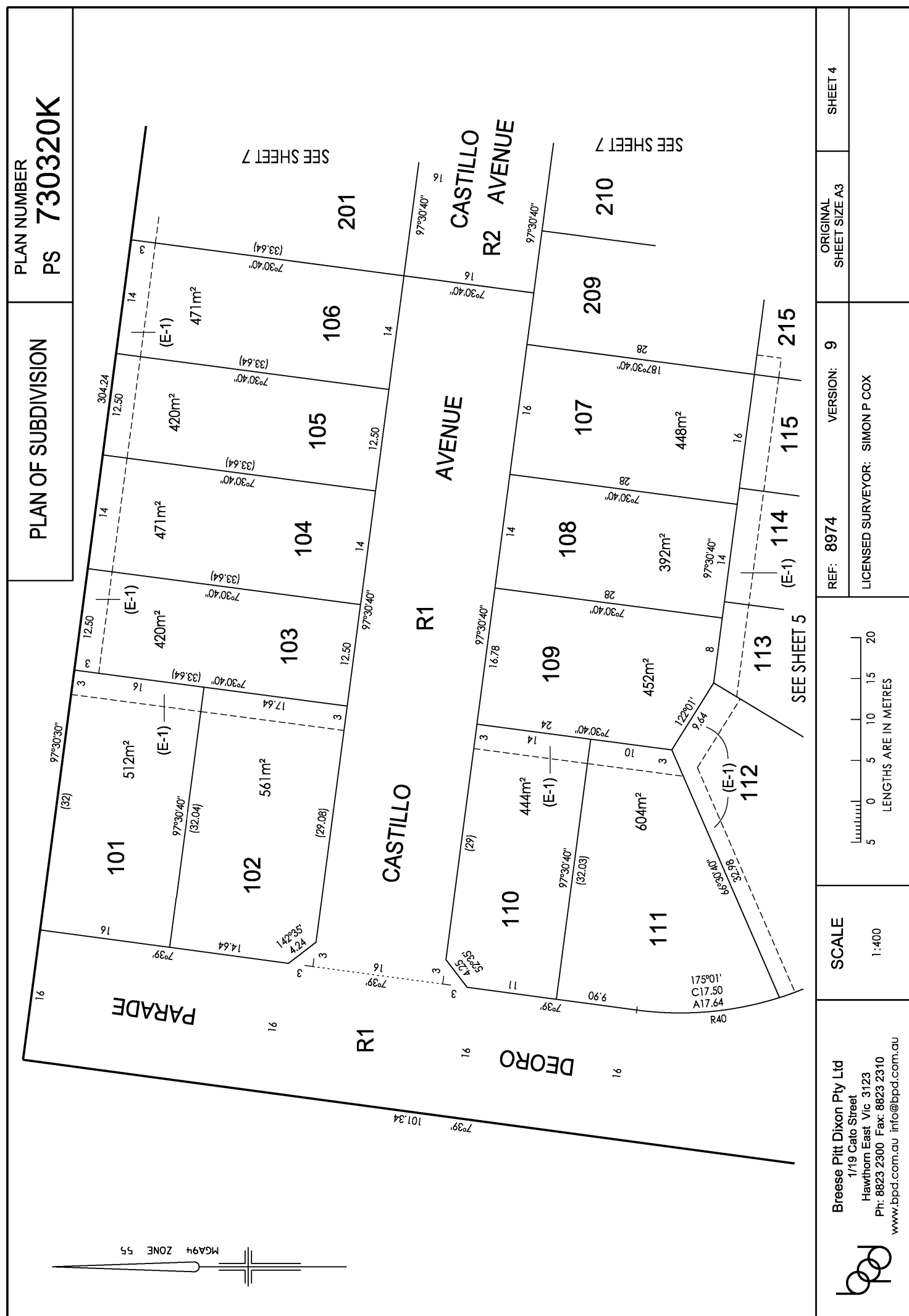
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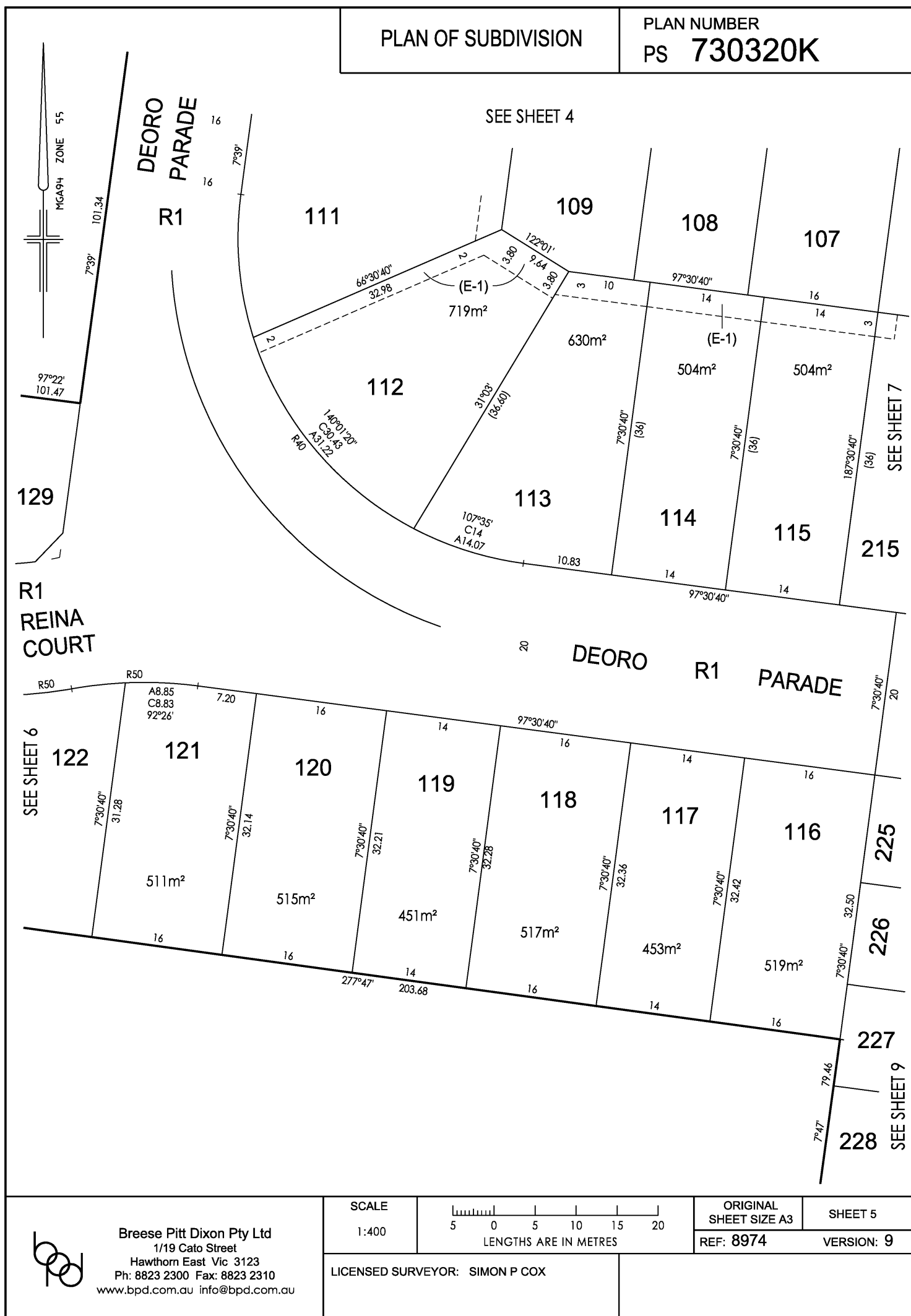
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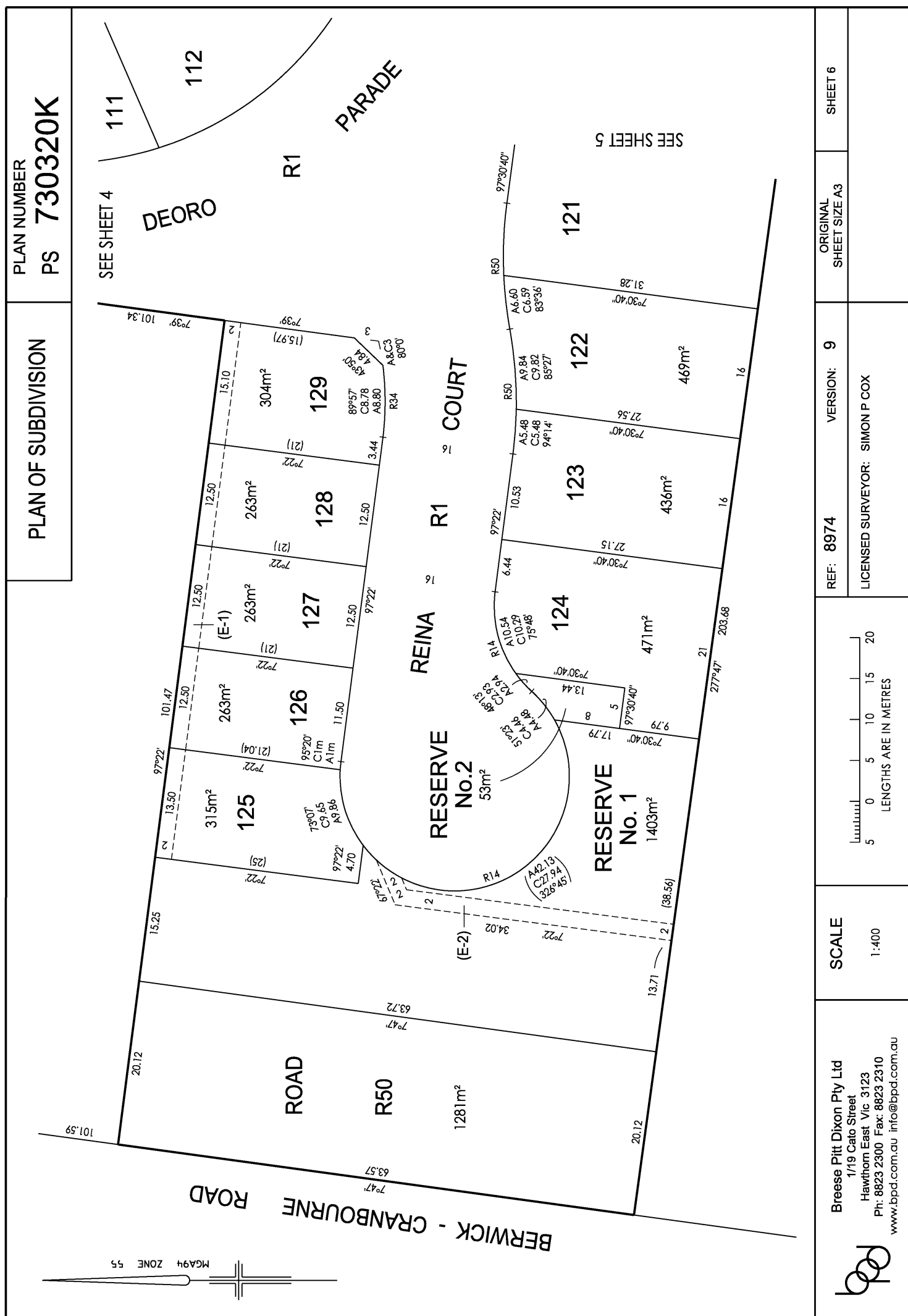
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ORIGINAL
SHEET SIZE A3

LICENSED SURVEYOR: SIMON P COX

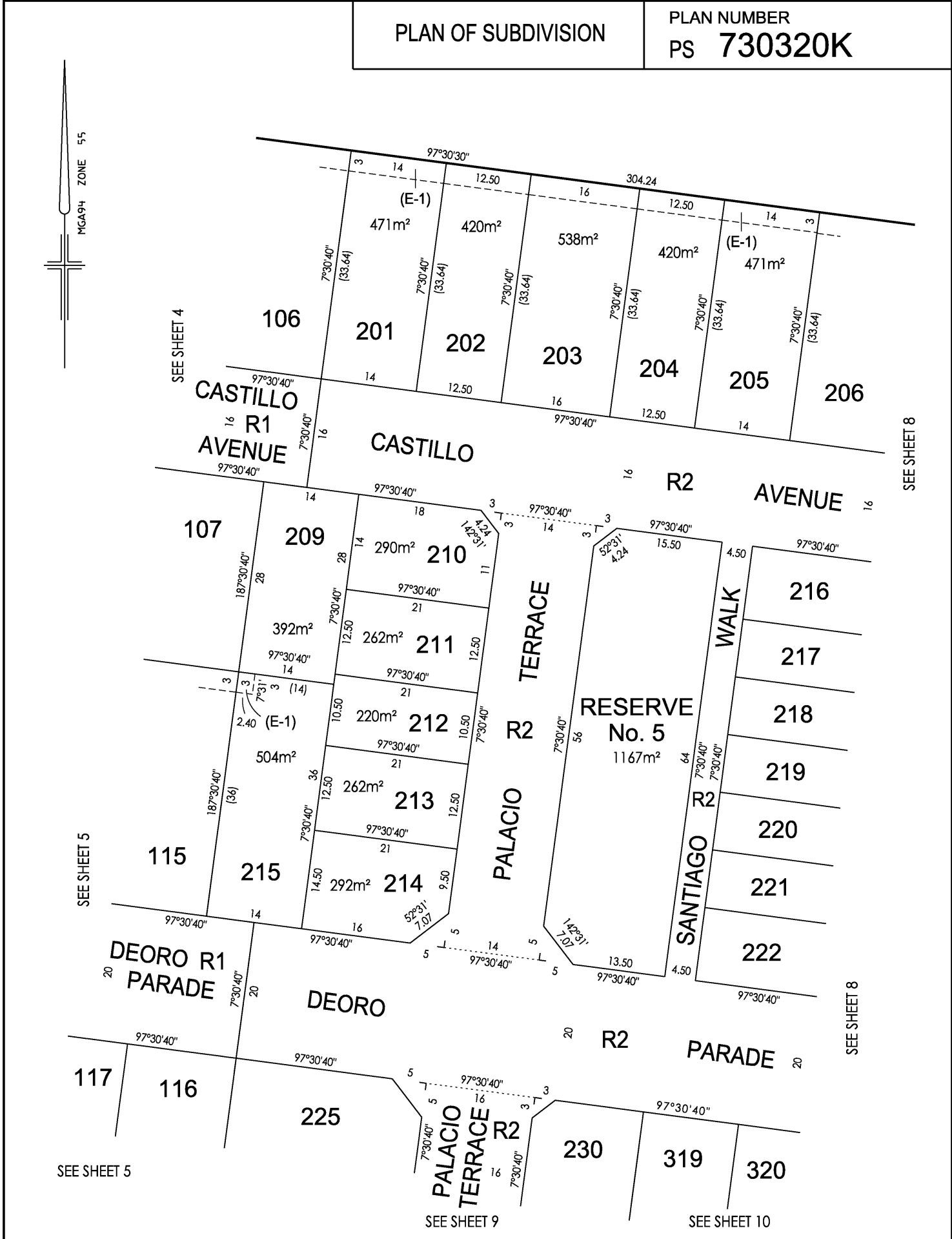








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PLAN NUMBER
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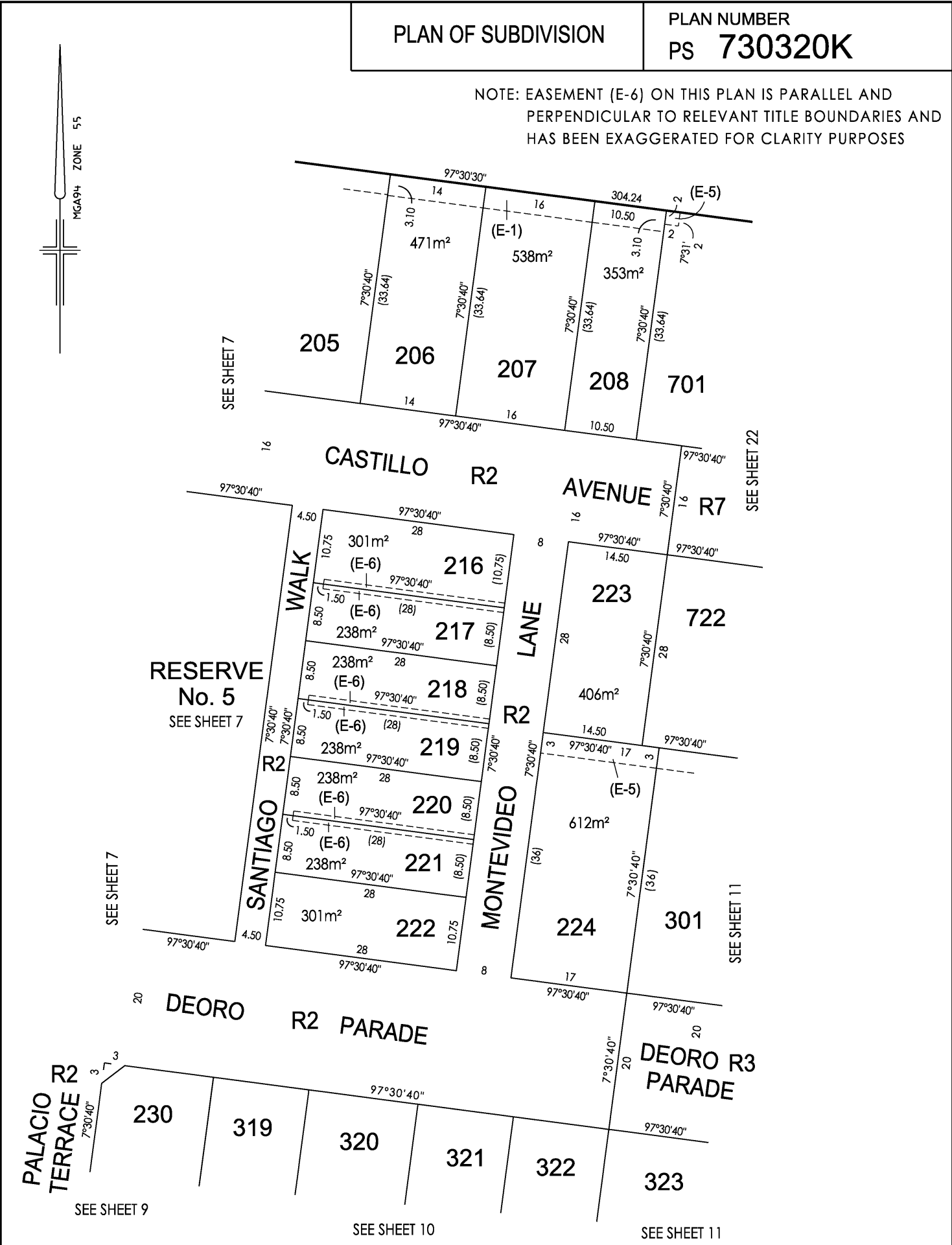



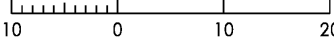
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	LICENSED SURVEYOR: SIMON P COX		REF: 8974	
			VERSION: 9	

PLAN OF SUBDIVISION

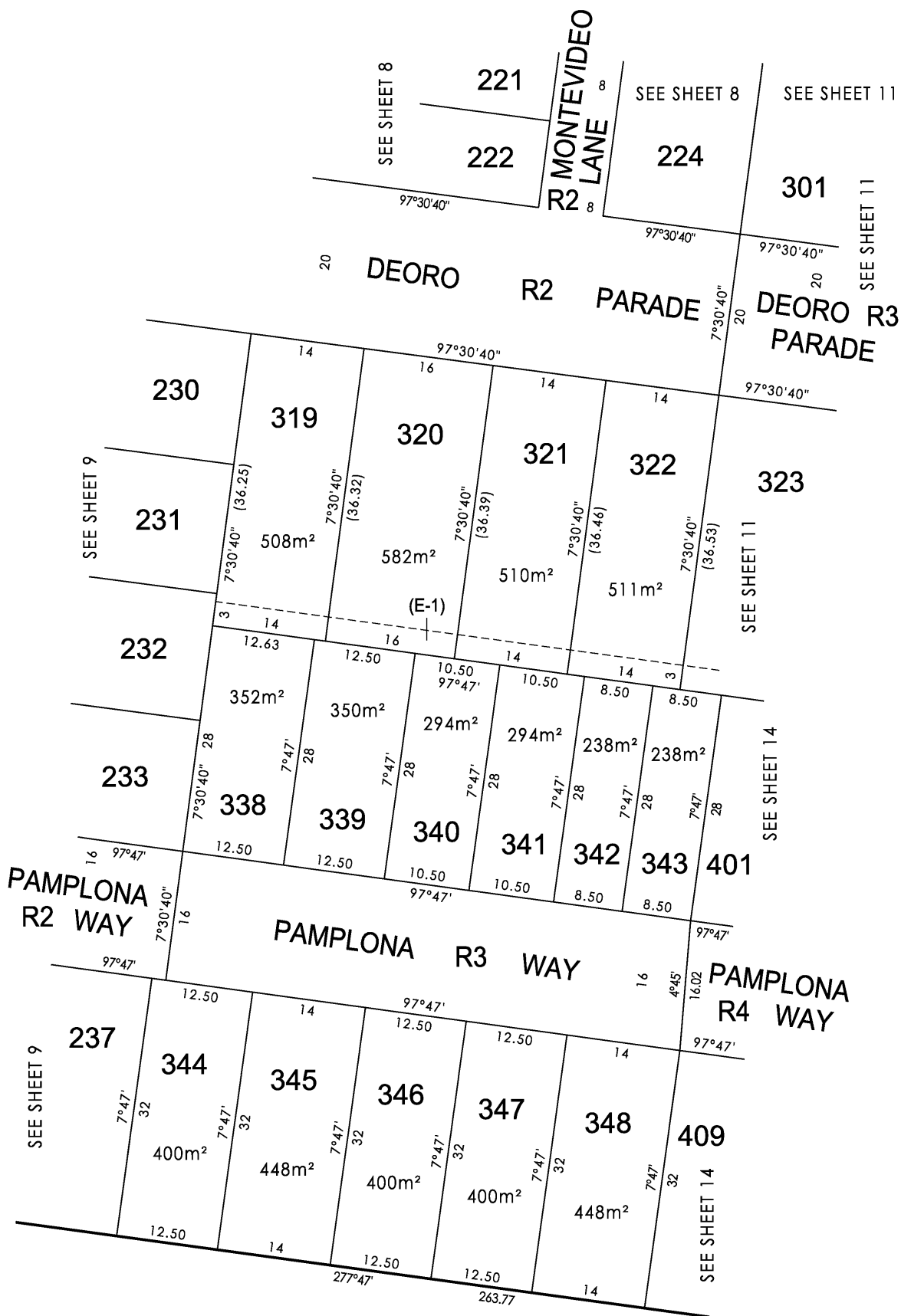
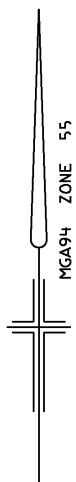
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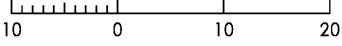
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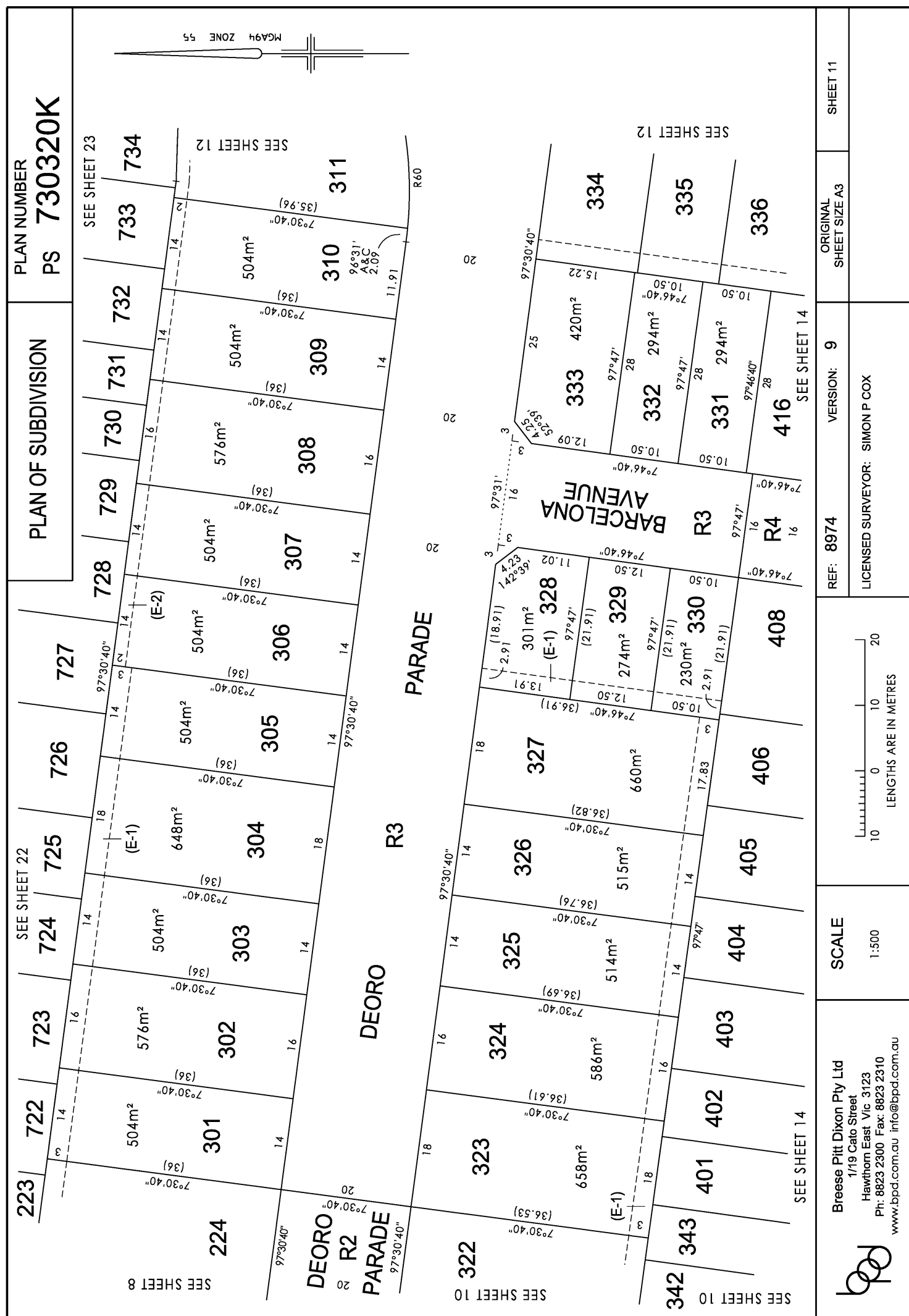


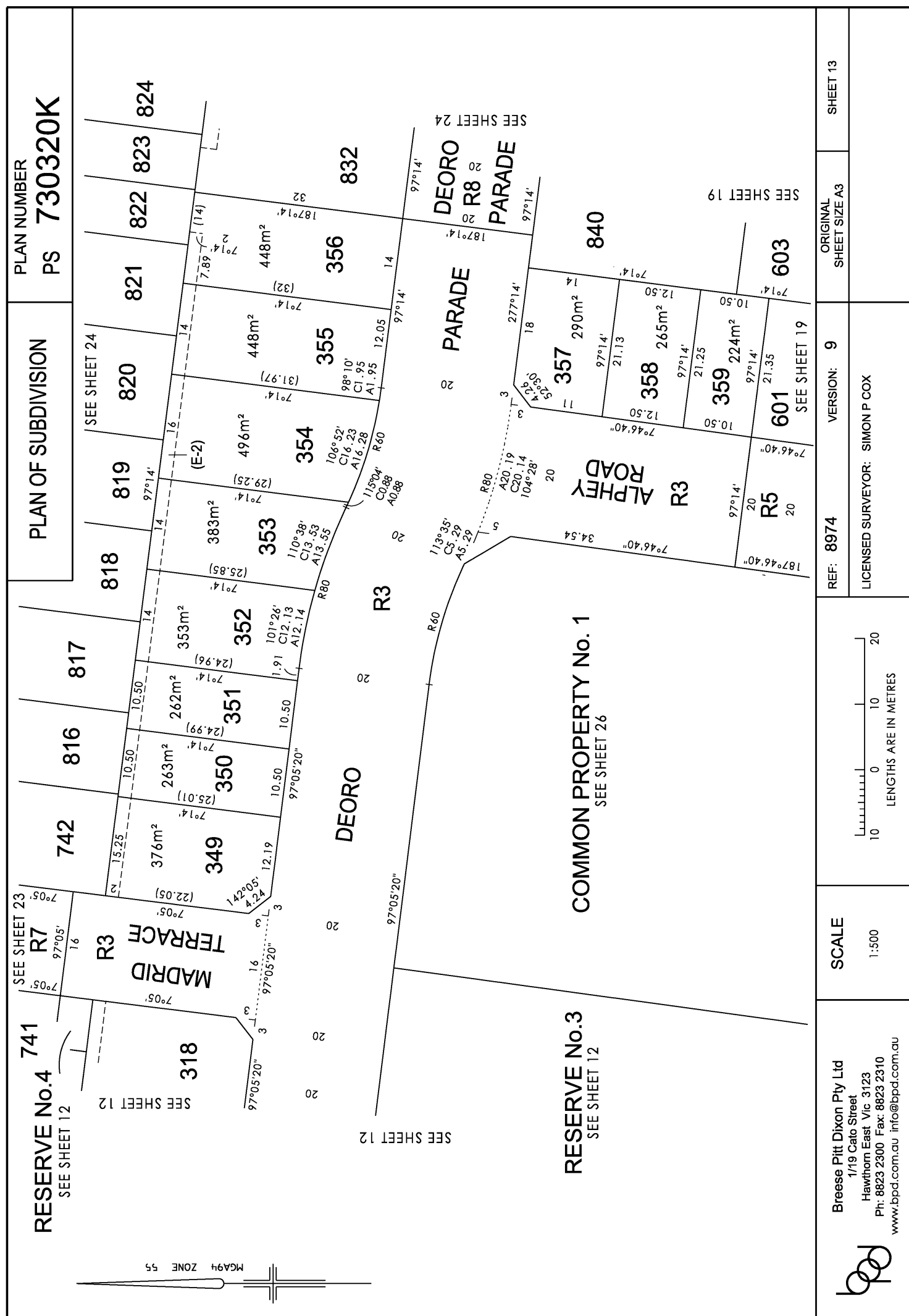
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	LICENSED SURVEYOR: SIMON P COX			

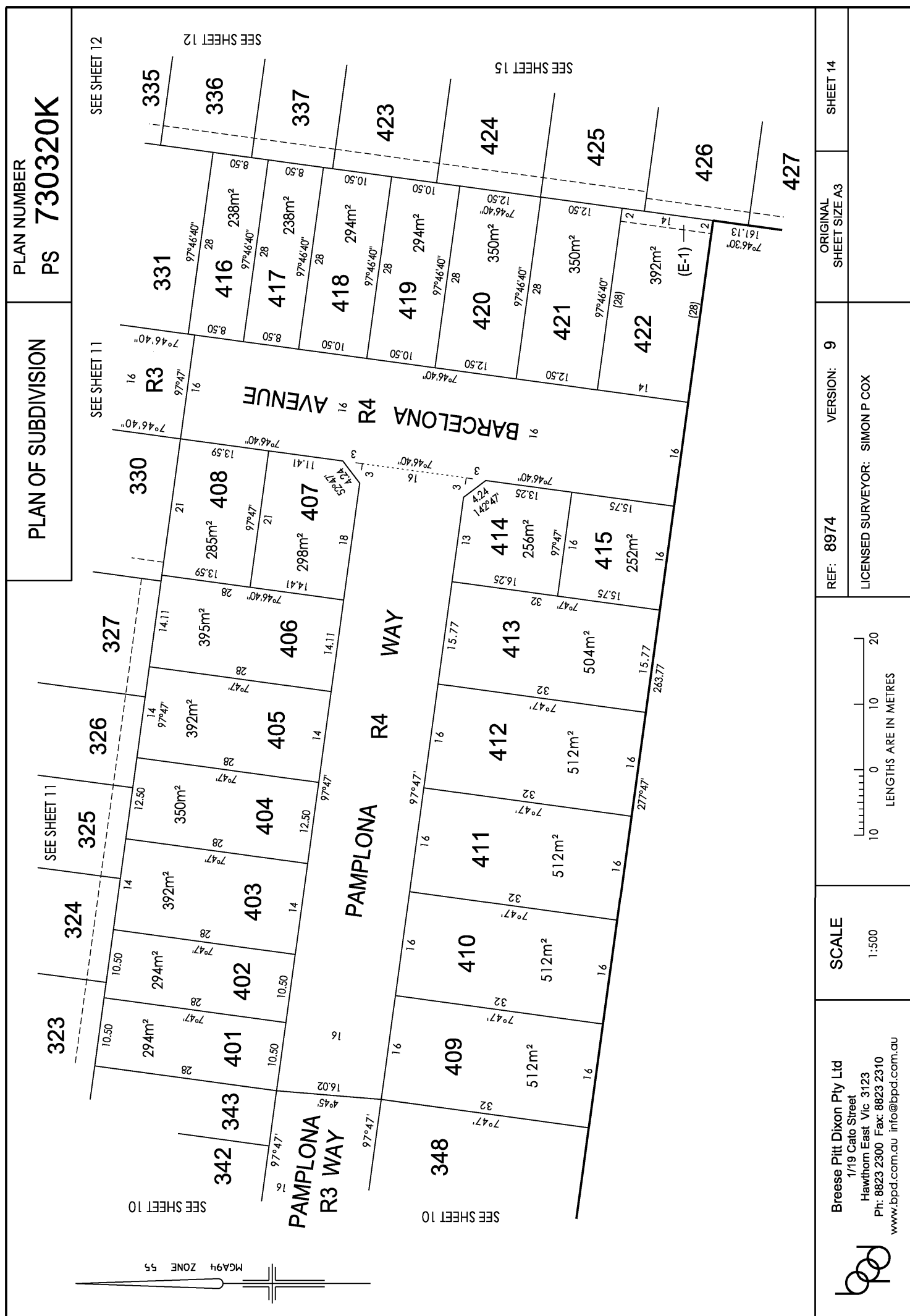
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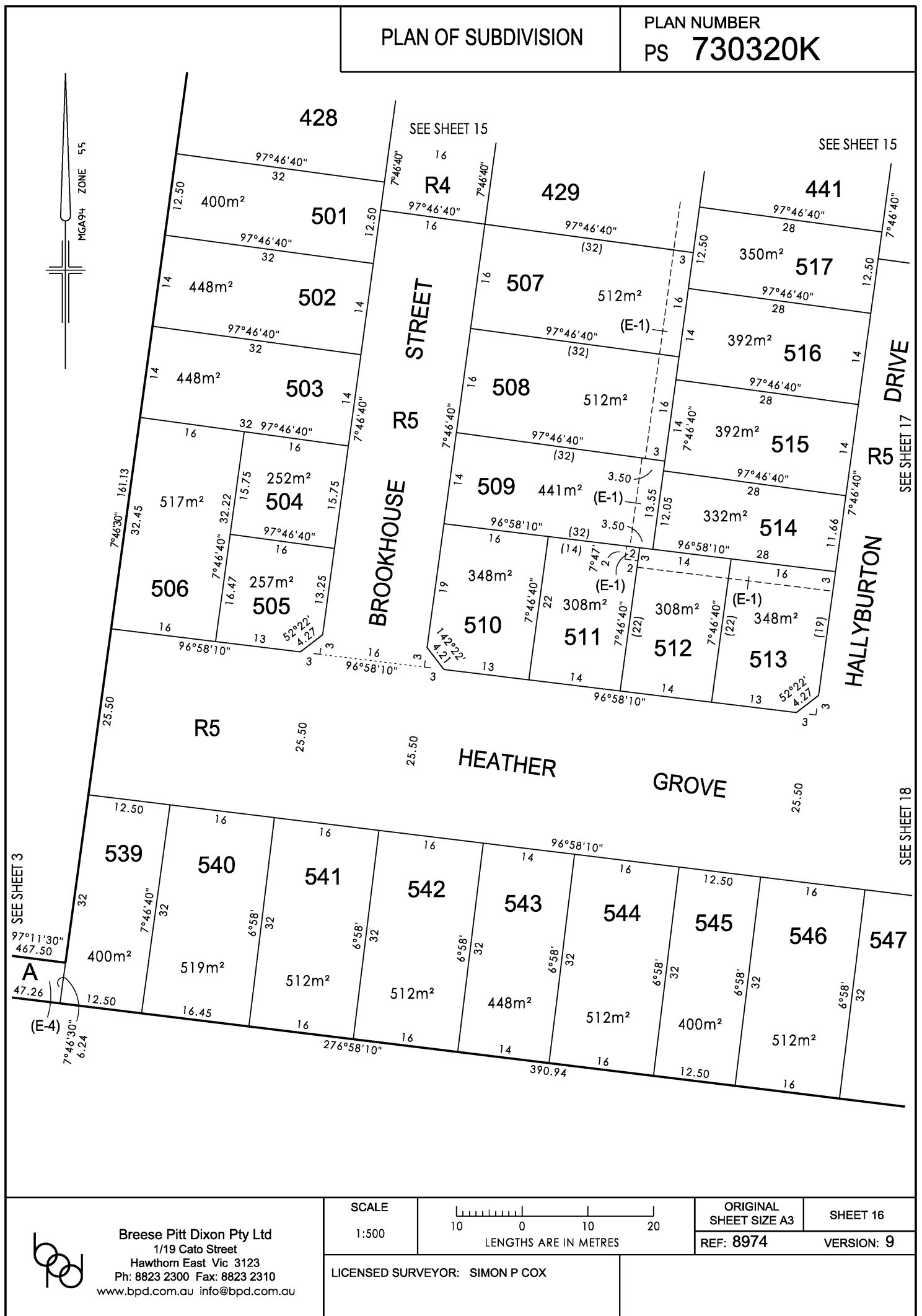


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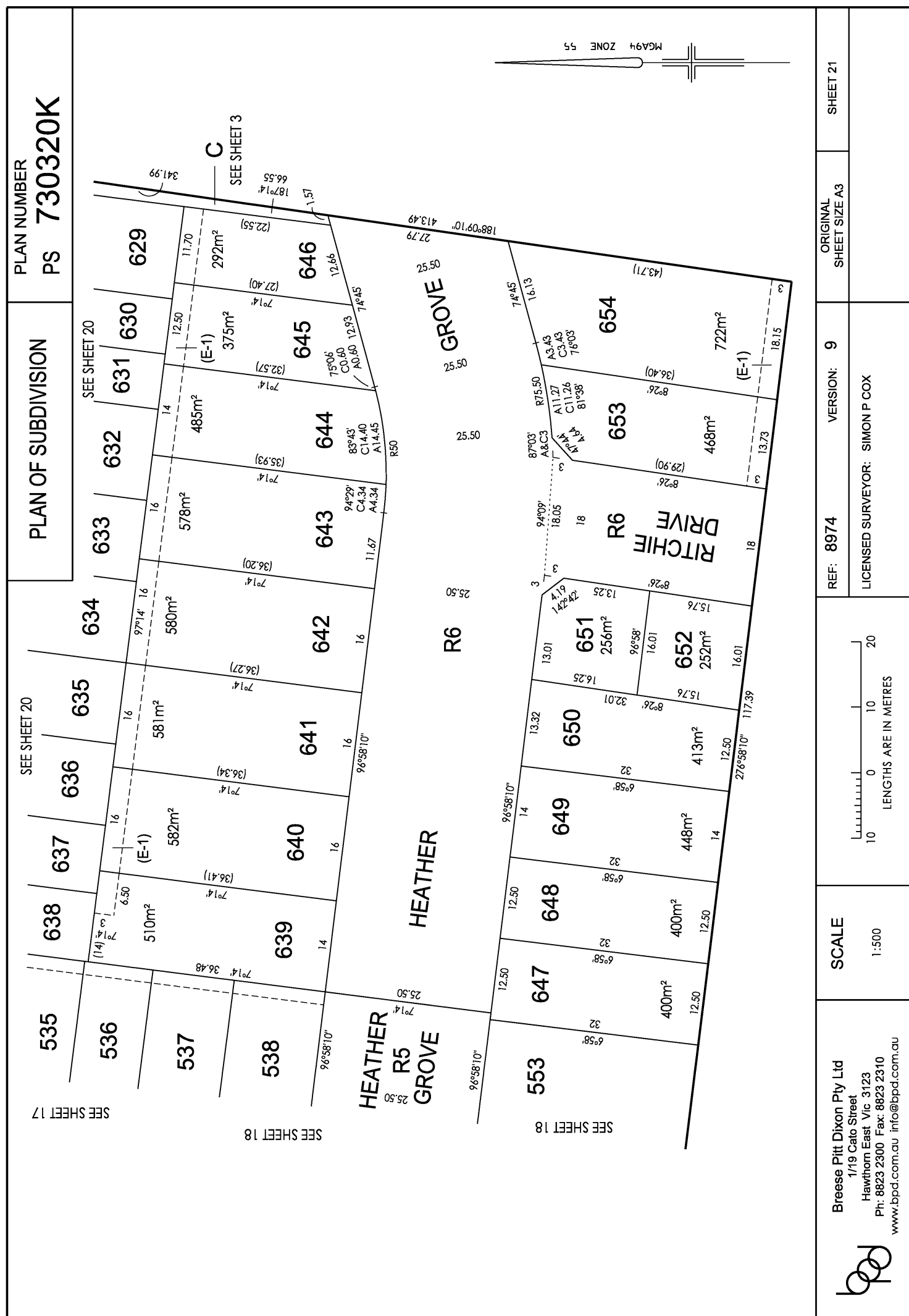


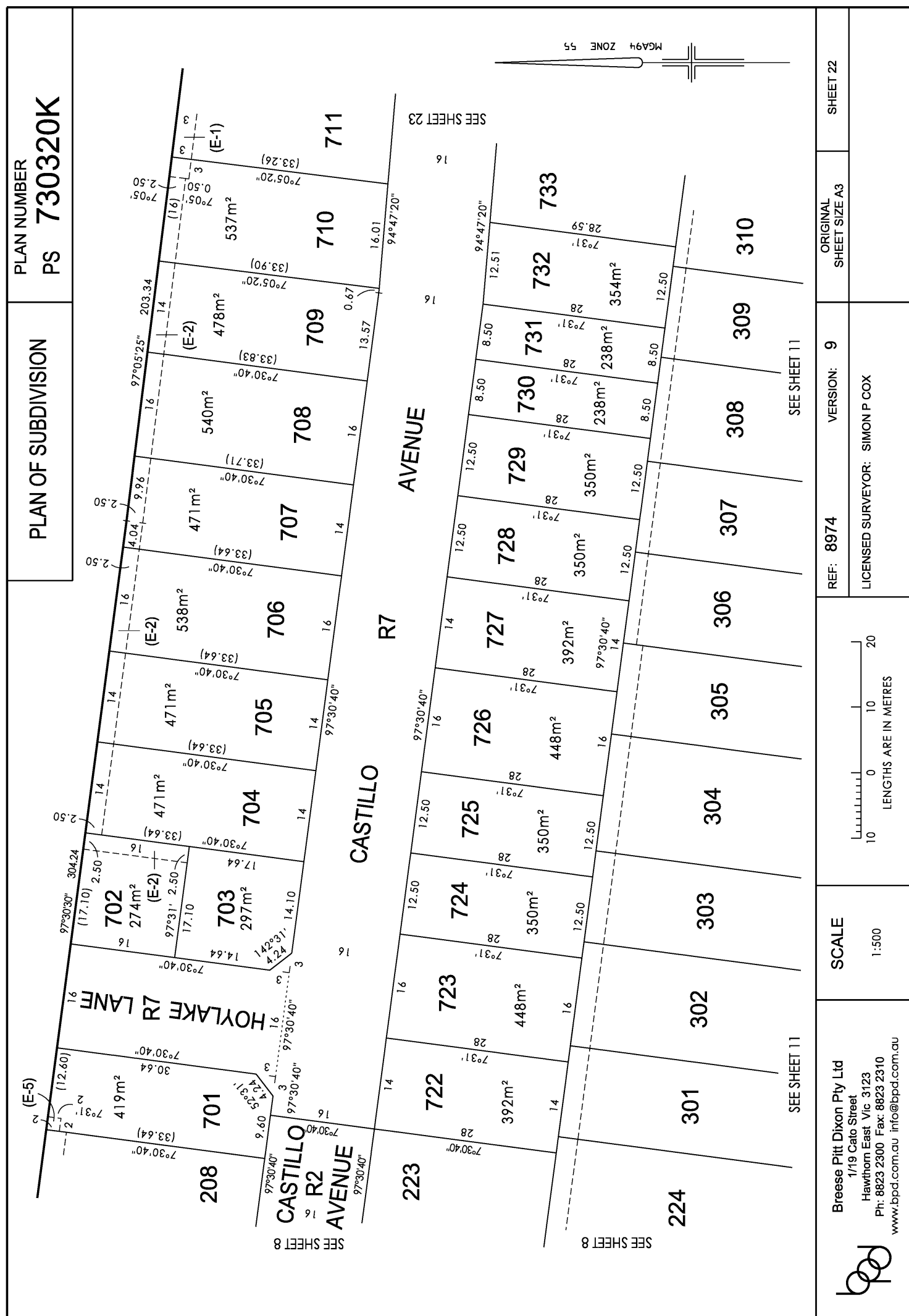






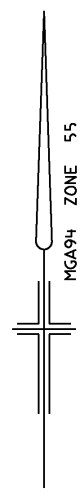
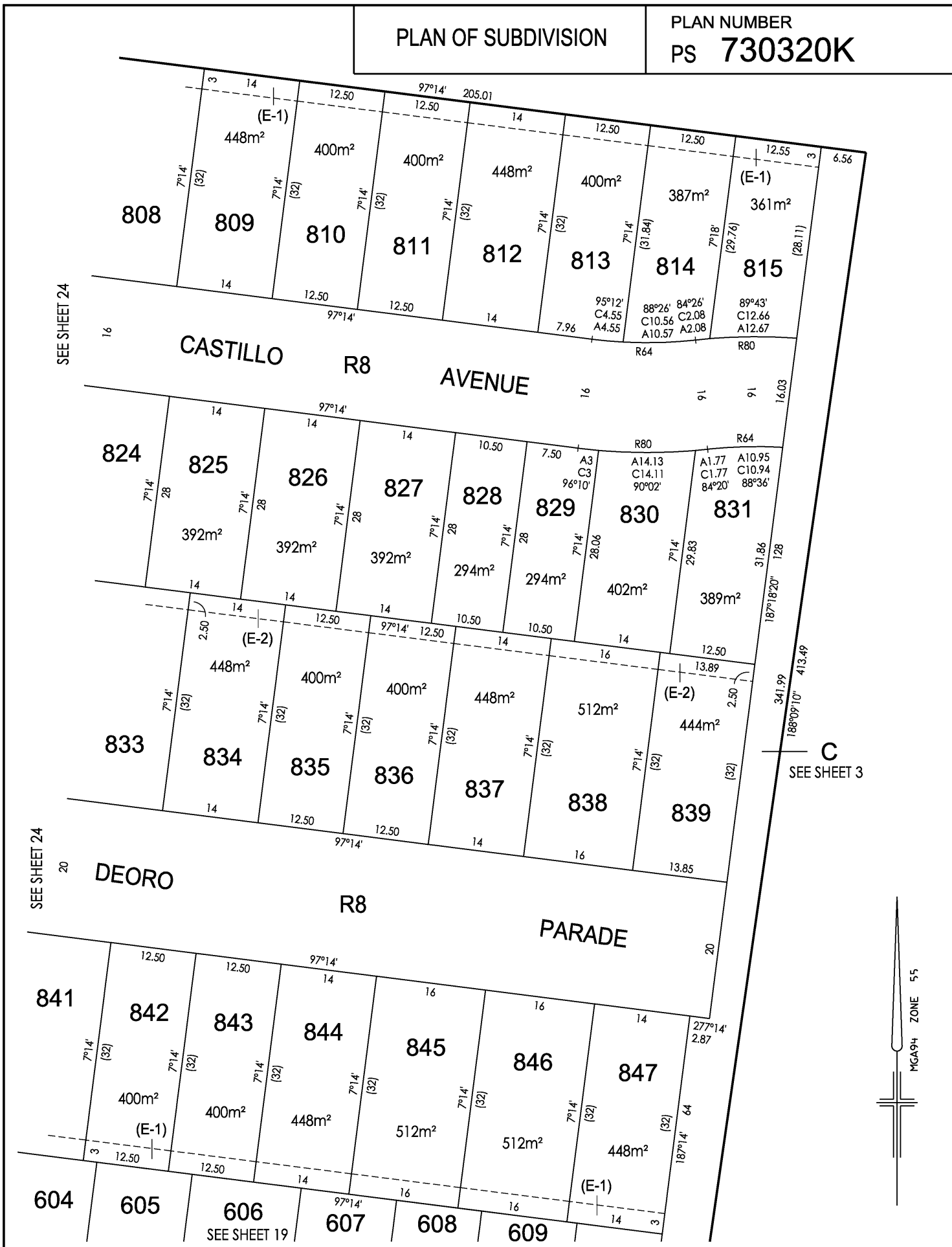
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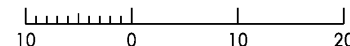


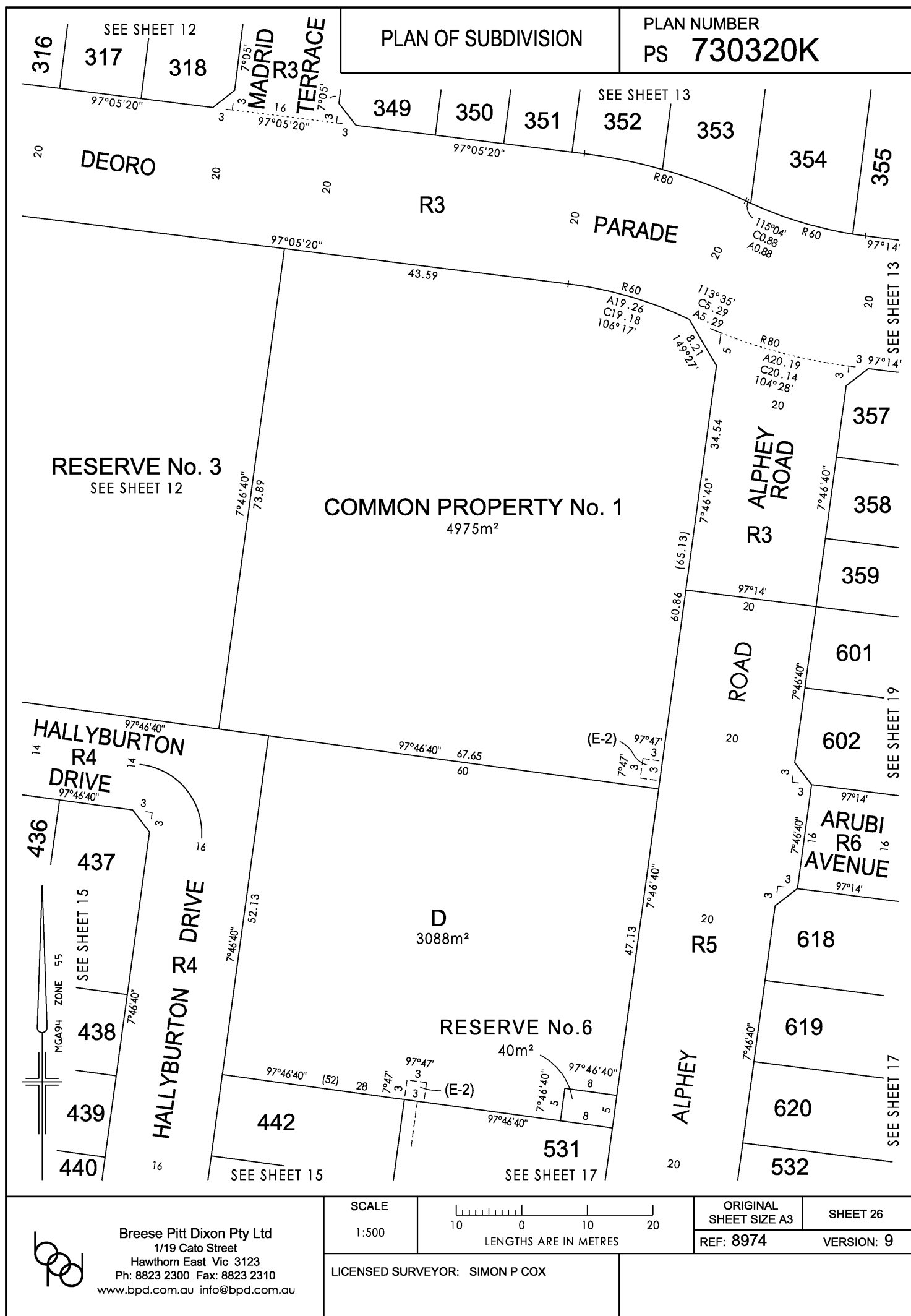


PLAN OF SUBDIVISION

PLAN NUMBER
PS 730320K



 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE</p> <p>1:500</p>	 <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE A3</p>	<p>SHEET 25</p>
	<p>LICENSED SURVEYOR: SIMON P COX</p>		<p>REF: 8974</p>	<p>VERSION: 9</p>
	<p>SEE SHEET 19</p>			



PLAN OF SUBDIVISION

PLAN NUMBER
PS 730320K**SUBDIVISION ACT 1988**
CREATION OF RESTRICTION

Upon registration of this plan, the following restriction is to be created.

BURDENED LOT No:	BENEFITTING LOT No:
101 to 129	101 to 129
201 to 237	201 to 237
301 to 359	301 to 359
401 to 445	401 to 445
501 to 553	501 to 553
601 to 654	601 to 654
701 to 742	701 to 742
801 to 847	801 to 847

For the purpose of description:

(i) Primary frontage means

- (A) In the case of a lot where only one boundary of that lot abuts a road, the boundary that abuts the road.
- (B) In the case of a corner lot where two boundaries of a lot abut a road, the boundary with the greater offset on the building envelopes within the Delaray Building Design Guidelines.

Description of Restriction:

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

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 1 January 2025 unless:
- (A) copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel care of Stephan P Kosa & Associates Pty Ltd 27 Church Street, Hawthorn Vic 3122 (email dap@kosaarchitects.com.au) or such other entity as may be nominated by the Design Assessment Panel from time to time;
- (B) the plans comply with the Delaray Building Design Guidelines, a copy of which can be obtained from website at www.delaray.com.au/guidelines.htm
- (C) the Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Delaray Building Design Guidelines" prior to the commencement of works;

CONTINUED
SEE SHEET 28



Breese Pitt Dixon Pty Ltd
1/19 Cato Street
Hawthorn East Vic 3123
Ph: 8823 2300 Fax: 8823 2310
www.bpd.com.au info@bpd.com.au

SCALE

ORIGINAL
SHEET SIZE A3

SHEET 27

REF: 8974


VERSION: 9

LICENSED SURVEYOR: SIMON P COX

PLAN OF SUBDIVISION	PLAN NUMBER PS 730320K
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CREATION OF RESTRICTION (CONTINUED)

- (iii) Build or cause to be built or allow to be built or allow to remain a dwelling with a floor area of less than:
 - (A) 150 square metres in the case of a lot having an area of 500 square metres or greater; or
 - (B) 110 square metres in the case of a lot having an area of less than 500 square metres, excluding terrace allotments.
 - (C) 85 square metres in the case of terrace allotments as defined in the Design Guidelines. For the purpose of calculating the floor area of a dwelling-house the area of the garages, terraces, pergolas or verandahs shall be excluded.
- (iv) Except in the case of lots 216 to 222 (both inclusive), build or cause to be built or allow to be built or allow to remain a garage;
 - (A) Which contains a garage door or doors of which the garage opening/s occupy more than 40% of the width of the primary frontage unless in the case of dwellings of two or more storeys on lots between 250 square metres and 300 square metres whereby the garage opening must not exceed 30% of the area of the front facade of the dwelling, with the area of the front facade measured from a two dimensional elevation plan excluding any roof area of the dwelling.
 - (B) Which is sited closer to the primary frontage than the dwelling-house or 5.5 metres which ever is the greater, Except in the case of lots 125 to 129 (both inclusive), lots 210 to 214 (both inclusive), lots 230 to 233 (both inclusive), lots 314 to 318 (both inclusive), lots 328 to 330 (both inclusive), lots 349 to 352 (both inclusive), lots 357 to 359 (both inclusive), lots 407, 408, 414, 415, lots 504, 505, lots 601, 602, 618, 619, 620, 651, 652, lots 702 and 703 where the garage must not be setback between 3.0 metres and 5.0 metres from the primary frontage.
- (v) Build or cause to be built or allow to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
 - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking.
- (vi) In the case of lots less than 250 square metres any dwelling unless in accordance with the small lot housing code or unless a specific planning permit for the said dwelling has been obtained from Casey City Council.
- (vii) Use the said lot in any way that is not in accordance with the "Delaray Building Design Guidelines."

 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	SCALE		ORIGINAL SHEET SIZE A3	SHEET 28
	LICENSED SURVEYOR: SIMON P COX		REF: 8974	VERSION: 9

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Application by a responsible authority for the recording of an agreement

Section 181 Planning and Environment Act 1987



Form 21

Lodged by:

Name: Russell Kennedy Lawyers
Phone: 03 9609 1555
Address: Level 12 469 La Trobe Street
Melbourne Vic 3000
Ref: 115905-01351
Customer code: 1513M

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

Land: *(insert Volume and Folio reference) (if part only, define the part)*

Volume 9694 Folio 005 and Volume 9746 Folio 039

Responsible authority: *(name and address)*

Casey City Council of Civic Centre, Magid Drive, Narre Warren, Victoria 3805

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 responsible authority:

A handwritten signature in black ink, appearing to read 'Neil Tolson', written over a dotted line.

Name of officer:

Date:

13 May 2016



AM788483C

19/05/2016 \$119.70 173



CASEY CITY COUNCIL

and

TUCKERS ROAD HOLDINGS PTY LTD

**AGREEMENT MADE PURSUANT TO
SECTION 173 OF THE PLANNING AND
ENVIRONMENT ACT 1987**

Property: Lot 1 on TP116036U and
the land in PC162395U,
Clyde North, Victoria 3978

Russell Kennedy Pty Ltd ACN 126 792 470 ABN 14 940 129 185
Level 12, 469 La Trobe Street, Melbourne VIC 3000 PO BOX 5146AA, Melbourne VIC 3001 DX 494 Melbourne
T +61 3 9609 1555 F +61 3 9609 1600 info@rk.com.au

Liability limited by a scheme approved under Professional Standards Legislation

rk.com.au

Ref WYB 115905-01351

ATTACHMENT

© Russell Kennedy

THIS AGREEMENT is made on

12TH MAY

2016

PARTIES

- 1 **CASEY CITY COUNCIL**
of Civic Centre, Magid Drive, Narre Warren, VIC 3805
(**"Council"**)
- 2 **TUCKERS ROAD HOLDINGS PTY LTD**
ACN 144 703 346
of Level 1, 6 Riverside Quay, Southbank, Victoria 3006
(**Owner**)

AM788483C

19/05/2016 \$119.70 173



RECITALS

- A The Council is the responsible authority under the Act for the Scheme.
- B The Owner is registered or is entitled to be registered as proprietor of the Land.
- C Condition 24 of the Permit provides as follows:
- "24. Before the issue of a Statement of Compliance for the subdivision the developer must make payment to Council for the provision of Community Infrastructure, unless before the relevant plan of subdivision is certified under the Subdivision Act 1988, the owner enters into an agreement with the Responsible Authority made pursuant to Section 173 of the Planning and Environment Act 1987 ('the Act') and makes application to the Registrar of Titles to have the agreement registered on the title to the land under Section 181 of the Act, which provides for the payment of a Community Infrastructure Levy to Council by a future land owner in accordance with the provisions of the Development Contributions Plan applying to the land and Section 46O of the Act.*
- The owner / applicant must pay the Responsible Authority's costs of the preparation, execution and registration of the Section 173 agreement."*
- D The Land is encumbered by mortgage number AM004493B in which Bendigo and Adelaide Bank Ltd is named as mortgagee. The Mortgagee has consented to the Owner entering into this Agreement.
- E This Agreement has been entered into in order to:
- comply with condition 24 of the Permit;
 - prohibit, restrict or regulate the use or development of the Land; and
 - achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.
- F This Agreement is made under Division 2 of Part 9 of the Act.



THE PARTIES AGREE THAT:

1 DEFINITIONS

In this Agreement:

- 1.1 "Act" means the *Planning and Environment Act 1987*.
- 1.2 "Agreement" means this Agreement, including the recitals and any annexures to this Agreement.
- 1.3 "Business Day" means Monday to Friday excluding public holidays in Victoria.
- 1.4 "Building Permit" means a building permit under the *Building Act 1993*.
- 1.5 "Community Infrastructure Levy" means the community infrastructure levy required to be paid to the collecting agency under the Development Contributions Plan.
- 1.6 "Development Contributions Plan" means the *Clyde Development Contributions Plan, October 2014* which is incorporated in the Scheme (as amended).
- 1.7 "GST Act" means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended).
- 1.8 "GST" means the goods and services tax as defined in the *GST Act*.
- 1.9 "Input Tax Credit" in relation to a supply, means a credit under the *GST Act* for the GST payable by the recipient in respect of the supply.
- 1.10 "Land" means the land within the Scheme described as:
 - 1.10.1 land in PC162395U being the whole of the land contained in certificate of title volume 9694 folio 005; and
 - 1.10.2 lot 1 on TP116036U being the whole of the land contained in certificate of title volume 9746 folio 039.
- 1.11 "Lot" means any lot created as a result of:
 - 1.11.1 the subdivision of the Land; or
 - 1.11.2 the subdivision of any part of the Land.
- 1.12 "Mortgagee" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Land or any part of it.
- 1.13 "Permit" means planning permit PlnA00753/14.B, issued by the Council on 9 September 2015 and amended by Council on 10 August 2015, 9 September 2015 and 21 March 2016, authorising the multi-lot subdivision of the Land, removal of easements, creation of restrictions and removal of native vegetation.
- 1.14 "Scheme" means the *Casey Planning Scheme* or any other planning scheme which applies to the Land from time to time.

- 1.15 **"Tax Invoice"** in relation to a supply, means an invoice for the supply required by the GST Act to support a claim by the recipient for an Input Tax Credit for the GST on the supply.

2 COMMENCEMENT

This Agreement comes into force on the date it was made as set out above.

3 TERMINATION OF AGREEMENT

3.1 Termination

This Agreement ends in accordance with the Act.

3.2 Cancellation of Agreement

As soon as reasonably practicable after this Agreement has ended, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under section 183(1) of the Act to cancel the recording of this Agreement on the Register.

AM788483C

19/05/2016 \$119.70 173



4 OWNER'S COVENANTS

4.1 Community Infrastructure Levy

The Owner covenants and agrees that:

- 4.1.1 the Community Infrastructure Levy in respect of the development of any Lot must be paid to the Council in accordance with the Development Contributions Plan prior to the issue of any Building Permit in connection with that Lot; and
- 4.1.2 if for any reason a Building Permit is not required for the development of any Lot, the Community Infrastructure Levy in respect of the development of that Lot must be paid to the Council in accordance with the Development Contributions Plan before the commencement of that development.

4.2 Successors in title

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act, the Owner must ensure that the Owner's successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

4.3 Further assurance

The Owner must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to record this Agreement on the folio of the Register which relates to the Land.



4.4 Payment of Council's costs

The Owner agrees to pay on demand to the Council the Council's costs and expenses (including any legal fees incurred on a solicitor-client basis) of and incidental to the preparation, execution, recording and enforcement of this Agreement.

4.5 Mortgagee to be bound

The Owner covenants to obtain the consent of any Mortgagee to be bound by the covenants in this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

4.6 Indemnity

The Owner covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.

4.7 Non-compliance

If the Owner has not complied with this Agreement within 14 days after the date of service on the Owner by the Council of a notice which specifies the Owner's failure to comply with any provision of this Agreement, the Owner covenants:

- 4.7.1 to allow the Council its officers, employees, contractors or agents to enter the Land and rectify the non-compliance;
- 4.7.2 to pay to the Council on demand, the Council's reasonable costs and expenses ("**Costs**") incurred as a result of the Owner's non-compliance;
- 4.7.3 to pay interest at the rate of 2% above the rate prescribed under section 2 of the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;
- 4.7.4 if requested to do so by the Council, to promptly execute in favour of the Council a mortgage to secure the Owner's obligations under this Agreement,

and the Owner agrees:

- 4.7.5 to accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie proof of the Costs incurred by the Council in rectifying the Owner's non-compliance with this Agreement;
- 4.7.6 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum;
- 4.7.7 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full; and

4.7.8 if the Owner executes a mortgage as required by clause 4.7.4, any breach of this Agreement is deemed to be a default under that mortgage.

4.8 Covenants run with the Land

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

4.9 Owner's warranty

The Owner warrants and covenants that:

- 4.9.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;
- 4.9.2 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;
- 4.9.3 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and
- 4.9.4 until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

AM788483C

19/05/2016 \$119.70 173



5 GOODS AND SERVICES TAX

5.1 Definitions and expressions

Expressions used in this Agreement that are defined in the *GST Act* have the same meaning as given to them in the *GST Act*, unless expressed to the contrary.

5.2 Amounts payable do not include GST

Each amount, of whatever description, specified as payable by one party to the other party under this Agreement is expressed as a GST exclusive amount unless specified to the contrary.

5.3 Liability to pay any GST

Subject to clause 5.4, in addition to any amount payable by one party to the other party under this Agreement in respect of a taxable supply, the party liable to pay the amount ("Recipient") must pay to the other party ("Supplier") a sum equivalent to the GST payable, if any, by the Supplier in respect of the taxable supply on the date on which the Supplier makes a taxable supply to the Recipient

irrespective of when the Supplier is liable to remit any GST under this Agreement in respect of a taxable supply to any governmental authority.

5.4 Tax Invoice

A party's right to payment under clause 5.3 is subject to a Tax Invoice being delivered to the Recipient.

AM788483C

19/05/2016 \$119.70 173



6 GENERAL

6.1 No fettering of Council's powers

This Agreement does not fetter or restrict the Council's power or discretion in respect of any of the Council's decision making powers including but not limited to an ability to make decisions under the *Local Government Act 1989*, and the Act or to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a Statement of Compliance in connection with any such plans.

6.2 Time of the essence

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

6.3 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

6.4 Enforcement and severability

6.4.1 This Agreement shall operate as a contract between the parties and be enforceable as such in a Court of competent jurisdiction regardless of whether, for any reason, this Agreement were held to be unenforceable as an agreement pursuant to Division 2 of Part 9 of the Act.

6.4.2 If a Court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void, then it shall be severed and the other provisions of this Agreement shall remain operative.

7 NOTICES

7.1 Service of notice

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

7.1.1 personally on the person;

7.1.2 by leaving it at the person's address set out in this Agreement;

7.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or

7.1.4 by facsimile to the person's current number notified to the other party.

7.2 Time of service

A notice or other communication is deemed served:

7.2.1 if served personally or left at the person's address, upon service;

7.2.2 if posted within Australia to an Australian address, two Business Days after posting;

7.2.3 if served by facsimile, subject to the next clause, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and

7.2.4 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

8 INTERPRETATION

In this Agreement, unless the contrary intention appears:

8.1 the singular includes the plural and vice versa;

8.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;

8.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;

8.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;

8.5 words importing one gender include other genders;

8.6 other grammatical forms of defined words or expressions have corresponding meanings;

8.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:

8.7.1 two or more parties; or

8.7.2 a party comprised of two or more persons,

is made or given and binds those parties or persons jointly and severally;

8.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;

8.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;

8.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;

AM788483C

19/05/2016 \$119.70 173



- 8.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 8.12 a party that is a trustee is bound both personally and in its capacity as trustee;
- 8.13 a reference to an authority, institution, association or body ("**original entity**") that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 8.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

EXECUTED as an agreement under Division 2 of Part 9 of the Act.

AM788483C



SIGNED SEALED AND DELIVERED by the)
 Director Planning & Development Services)
 on behalf of **CASEY CITY COUNCIL**)
 pursuant to the power delegated to that)
 person by an Instrument of Delegation in the)
 presence of:)

PNT

Witness

Print Name

EXECUTED by **TUCKERS ROAD**)
HOLDINGS PTY LTD in accordance with)
 section 127(1) of the *Corporations Act 2001*)
 (Cth) by being signed by the authorised)
 person:

[Signature]
 Sole director and sole company secretary

LOUISE AMY HICKMAN

Full name

141 View Street, Bendigo VIC 3550
 Usual Address

AM788483C

19/05/2016 \$119.70 173



MORTGAGEE'S CONSENT

BENDIGO AND ADELAIDE BANK LTD as Mortgagee under Mortgage no. AM004493B which encumbers the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement if the Mortgagee becomes Mortgagee in possession of the Land.

Victoria

EXECUTED by BENDIGO AND ADELAIDE)
BANK LIMITED ABN 11 068 049 178 by being)
signed by its Attorneys)

Donna Ann Marce Smith **Dianne Mary Wilmott**
who certify that they are the)

LOAN SERVICES OFFICER, MANAGER RETAIL LOAN SERVICES
being authorised Officers of the Company)
under Power of Attorney dated 9 April)
2008 a certified copy of which is filed in)
Permanent Order Book No. 277 at Page 027)
Item 16 in the presence of:-)

Witness:

Witness Full Name:
Kate Johnstone

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Subdivision or Consolidation

Section 22 Subdivision Act 1988



Lodged by

Name: ROBERTSON HYETTS, Solicitors
Phone: 03 5434 6666
Address: 386 Hargreaves Street
Bendigo VIC 3550
Reference: JMB-534363-4
Customer Code: 1004K

The applicant applies for registration of the plan described.

Land: *(volume and folio)*

Lot S2 on PS730320K being part of the land described in certificate of title volume 9694 Folio 005 and Volume 11545 Folio 961

Vol 9746 Folio 039

Applicant: *(full name and address including postcode)*

TUCKERS ROAD HOLDINGS PTY LTD ACN 144 703 346 of Level 1, 6 Riverside Quay, Southbank Vic 3006

Plan No.:	Stage No.: <i>(if applicable)</i>	SPEAR No.: <i>(if applicable)</i>
PS730320K	2	S066473B

Council in which land is located: CASEY CITY COUNCIL

Date: 18/5/2016

Signature of Australian Legal Practitioner under the Legal Profession Uniform Law (Vic) for applicant

A handwritten signature in black ink, appearing to read 'Janelle Brown', written over a dotted line.

JANELLE MAREE BROWN
ROBERTSON HYETTS
386 Hargreaves Street, Bendigo, 3550
An Australian Legal Practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

33661110A

SA22

Page 1 of 1

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone: 8636-2010



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS730320K

The land in PS730320K is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 101 - 129, 201 - 237, 301 - 359, 401 - 445, 501 - 553, 601 - 654, 701 - 742, 801 - 847.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

SUITE 12 LEVEL 2 100 OVERTON ROAD WILLIAMS LANDING VIC 3027

AS306611M 28/06/2019

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. OC030912K 15/06/2016

Additional Owners Corporation Information:

OC030911M 15/06/2016

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 101	10	10
Lot 102	10	10
Lot 103	10	10
Lot 104	10	10
Lot 105	10	10
Lot 106	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 01/08/2024 05:32:00 PM

OWNERS CORPORATION 1
PLAN NO. PS730320K

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 107	10	10
Lot 108	10	10
Lot 109	10	10
Lot 110	10	10
Lot 111	10	10
Lot 112	10	10
Lot 113	10	10
Lot 114	10	10
Lot 115	10	10
Lot 116	10	10
Lot 117	10	10
Lot 118	10	10
Lot 119	10	10
Lot 120	10	10
Lot 121	10	10
Lot 122	10	10
Lot 123	10	10
Lot 124	10	10
Lot 125	10	10
Lot 126	10	10
Lot 127	10	10
Lot 128	10	10
Lot 129	10	10
Lot 201	10	10
Lot 202	10	10
Lot 203	10	10
Lot 204	10	10
Lot 205	10	10
Lot 206	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 01/08/2024 05:32:00 PM

OWNERS CORPORATION 1
PLAN NO. PS730320K

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 207	10	10
Lot 208	10	10
Lot 209	10	10
Lot 210	10	10
Lot 211	10	10
Lot 212	10	10
Lot 213	10	10
Lot 214	10	10
Lot 215	10	10
Lot 216	10	10
Lot 217	10	10
Lot 218	10	10
Lot 219	10	10
Lot 220	10	10
Lot 221	10	10
Lot 222	10	10
Lot 223	10	10
Lot 224	10	10
Lot 225	10	10
Lot 226	10	10
Lot 227	10	10
Lot 228	10	10
Lot 229	10	10
Lot 230	10	10
Lot 231	10	10
Lot 232	10	10
Lot 233	10	10
Lot 234	10	10
Lot 235	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 01/08/2024 05:32:00 PM

OWNERS CORPORATION 1
PLAN NO. PS730320K

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 236	10	10
Lot 237	10	10
Lot 301	10	10
Lot 302	10	10
Lot 303	10	10
Lot 304	10	10
Lot 305	10	10
Lot 306	10	10
Lot 307	10	10
Lot 308	10	10
Lot 309	10	10
Lot 310	10	10
Lot 311	10	10
Lot 312	10	10
Lot 313	10	10
Lot 314	10	10
Lot 315	10	10
Lot 316	10	10
Lot 317	10	10
Lot 318	10	10
Lot 319	10	10
Lot 320	10	10
Lot 321	10	10
Lot 322	10	10
Lot 323	10	10
Lot 324	10	10
Lot 325	10	10
Lot 326	10	10
Lot 327	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 01/08/2024 05:32:00 PM

OWNERS CORPORATION 1
PLAN NO. PS730320K

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 328	10	10
Lot 329	10	10
Lot 330	10	10
Lot 331	10	10
Lot 332	10	10
Lot 333	10	10
Lot 334	10	10
Lot 335	10	10
Lot 336	10	10
Lot 337	10	10
Lot 338	10	10
Lot 339	10	10
Lot 340	10	10
Lot 341	10	10
Lot 342	10	10
Lot 343	10	10
Lot 344	10	10
Lot 345	10	10
Lot 346	10	10
Lot 347	10	10
Lot 348	10	10
Lot 349	10	10
Lot 350	10	10
Lot 351	10	10
Lot 352	10	10
Lot 353	10	10
Lot 354	10	10
Lot 355	10	10
Lot 356	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 01/08/2024 05:32:00 PM

OWNERS CORPORATION 1
PLAN NO. PS730320K

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 357	10	10
Lot 358	10	10
Lot 359	10	10
Lot 401	10	10
Lot 402	10	10
Lot 403	10	10
Lot 404	10	10
Lot 405	10	10
Lot 406	10	10
Lot 407	10	10
Lot 408	10	10
Lot 409	10	10
Lot 410	10	10
Lot 411	10	10
Lot 412	10	10
Lot 413	10	10
Lot 414	10	10
Lot 415	10	10
Lot 416	10	10
Lot 417	10	10
Lot 418	10	10
Lot 419	10	10
Lot 420	10	10
Lot 421	10	10
Lot 422	10	10
Lot 423	10	10
Lot 424	10	10
Lot 425	10	10
Lot 426	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 01/08/2024 05:32:00 PM

OWNERS CORPORATION 1
PLAN NO. PS730320K

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 427	10	10
Lot 428	10	10
Lot 429	10	10
Lot 430	10	10
Lot 431	10	10
Lot 432	10	10
Lot 433	10	10
Lot 434	10	10
Lot 435	10	10
Lot 436	10	10
Lot 437	10	10
Lot 438	10	10
Lot 439	10	10
Lot 440	10	10
Lot 441	10	10
Lot 442	10	10
Lot 443	10	10
Lot 444	10	10
Lot 445	10	10
Lot 501	10	10
Lot 502	10	10
Lot 503	10	10
Lot 504	10	10
Lot 505	10	10
Lot 506	10	10
Lot 507	10	10
Lot 508	10	10
Lot 509	10	10
Lot 510	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 01/08/2024 05:32:00 PM

OWNERS CORPORATION 1
PLAN NO. PS730320K

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 511	10	10
Lot 512	10	10
Lot 513	10	10
Lot 514	10	10
Lot 515	10	10
Lot 516	10	10
Lot 517	10	10
Lot 518	10	10
Lot 519	10	10
Lot 520	10	10
Lot 521	10	10
Lot 522	10	10
Lot 523	10	10
Lot 524	10	10
Lot 525	10	10
Lot 526	10	10
Lot 527	10	10
Lot 528	10	10
Lot 529	10	10
Lot 530	10	10
Lot 531	10	10
Lot 532	10	10
Lot 533	10	10
Lot 534	10	10
Lot 535	10	10
Lot 536	10	10
Lot 537	10	10
Lot 538	10	10
Lot 539	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 01/08/2024 05:32:00 PM

OWNERS CORPORATION 1
PLAN NO. PS730320K

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 540	10	10
Lot 541	10	10
Lot 542	10	10
Lot 543	10	10
Lot 544	10	10
Lot 545	10	10
Lot 546	10	10
Lot 547	10	10
Lot 548	10	10
Lot 549	10	10
Lot 550	10	10
Lot 551	10	10
Lot 552	10	10
Lot 553	10	10
Lot 601	10	10
Lot 602	10	10
Lot 603	10	10
Lot 604	10	10
Lot 605	10	10
Lot 606	10	10
Lot 607	10	10
Lot 608	10	10
Lot 609	10	10
Lot 610	10	10
Lot 611	10	10
Lot 612	10	10
Lot 613	10	10
Lot 614	10	10
Lot 615	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 01/08/2024 05:32:00 PM

OWNERS CORPORATION 1
PLAN NO. PS730320K

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 616	10	10
Lot 617	10	10
Lot 618	10	10
Lot 619	10	10
Lot 620	10	10
Lot 621	10	10
Lot 622	10	10
Lot 623	10	10
Lot 624	10	10
Lot 625	10	10
Lot 626	10	10
Lot 627	10	10
Lot 628	10	10
Lot 629	10	10
Lot 630	10	10
Lot 631	10	10
Lot 632	10	10
Lot 633	10	10
Lot 634	10	10
Lot 635	10	10
Lot 636	10	10
Lot 637	10	10
Lot 638	10	10
Lot 639	10	10
Lot 640	10	10
Lot 641	10	10
Lot 642	10	10
Lot 643	10	10
Lot 644	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS730320K

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 645	10	10
Lot 646	10	10
Lot 647	10	10
Lot 648	10	10
Lot 649	10	10
Lot 650	10	10
Lot 651	10	10
Lot 652	10	10
Lot 653	10	10
Lot 654	10	10
Lot 701	10	10
Lot 702	10	10
Lot 703	10	10
Lot 704	10	10
Lot 705	10	10
Lot 706	10	10
Lot 707	10	10
Lot 708	10	10
Lot 709	10	10
Lot 710	10	10
Lot 711	10	10
Lot 712	10	10
Lot 713	10	10
Lot 714	10	10
Lot 715	10	10
Lot 716	10	10
Lot 717	10	10
Lot 718	10	10
Lot 719	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS730320K

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 720	10	10
Lot 721	10	10
Lot 722	10	10
Lot 723	10	10
Lot 724	10	10
Lot 725	10	10
Lot 726	10	10
Lot 727	10	10
Lot 728	10	10
Lot 729	10	10
Lot 730	10	10
Lot 731	10	10
Lot 732	10	10
Lot 733	10	10
Lot 734	10	10
Lot 735	10	10
Lot 736	10	10
Lot 737	10	10
Lot 738	10	10
Lot 739	10	10
Lot 740	10	10
Lot 741	10	10
Lot 742	10	10
Lot 801	10	10
Lot 802	10	10
Lot 803	10	10
Lot 804	10	10
Lot 805	10	10
Lot 806	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 01/08/2024 05:32:00 PM

OWNERS CORPORATION 1
PLAN NO. PS730320K

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 807	10	10
Lot 808	10	10
Lot 809	10	10
Lot 810	10	10
Lot 811	10	10
Lot 812	10	10
Lot 813	10	10
Lot 814	10	10
Lot 815	10	10
Lot 816	10	10
Lot 817	10	10
Lot 818	10	10
Lot 819	10	10
Lot 820	10	10
Lot 821	10	10
Lot 822	10	10
Lot 823	10	10
Lot 824	10	10
Lot 825	10	10
Lot 826	10	10
Lot 827	10	10
Lot 828	10	10
Lot 829	10	10
Lot 830	10	10
Lot 831	10	10
Lot 832	10	10
Lot 833	10	10
Lot 834	10	10
Lot 835	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 01/08/2024 05:32:00 PM

OWNERS CORPORATION 1
PLAN NO. PS730320K

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 836	10	10
Lot 837	10	10
Lot 838	10	10
Lot 839	10	10
Lot 840	10	10
Lot 841	10	10
Lot 842	10	10
Lot 843	10	10
Lot 844	10	10
Lot 845	10	10
Lot 846	10	10
Lot 847	10	10
Total	3660.00	3660.00

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

Statement End.

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 01 August 2024 05:35 PM

PROPERTY DETAILS

Address: **17 PALACIO TERRACE CLYDE NORTH 3978**
Lot and Plan Number: **Lot 233 PS730320**
Standard Parcel Identifier (SPI): **233\PS730320**
Local Government Area (Council): **CASEY**
Council Property Number: **136778**
Planning Scheme: **Casey**
Directory Reference: **Melway 135 A5**

www.casey.vic.gov.au

[Planning Scheme - Casey](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**
Legislative Assembly: **BERWICK**

OTHER

Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

Note

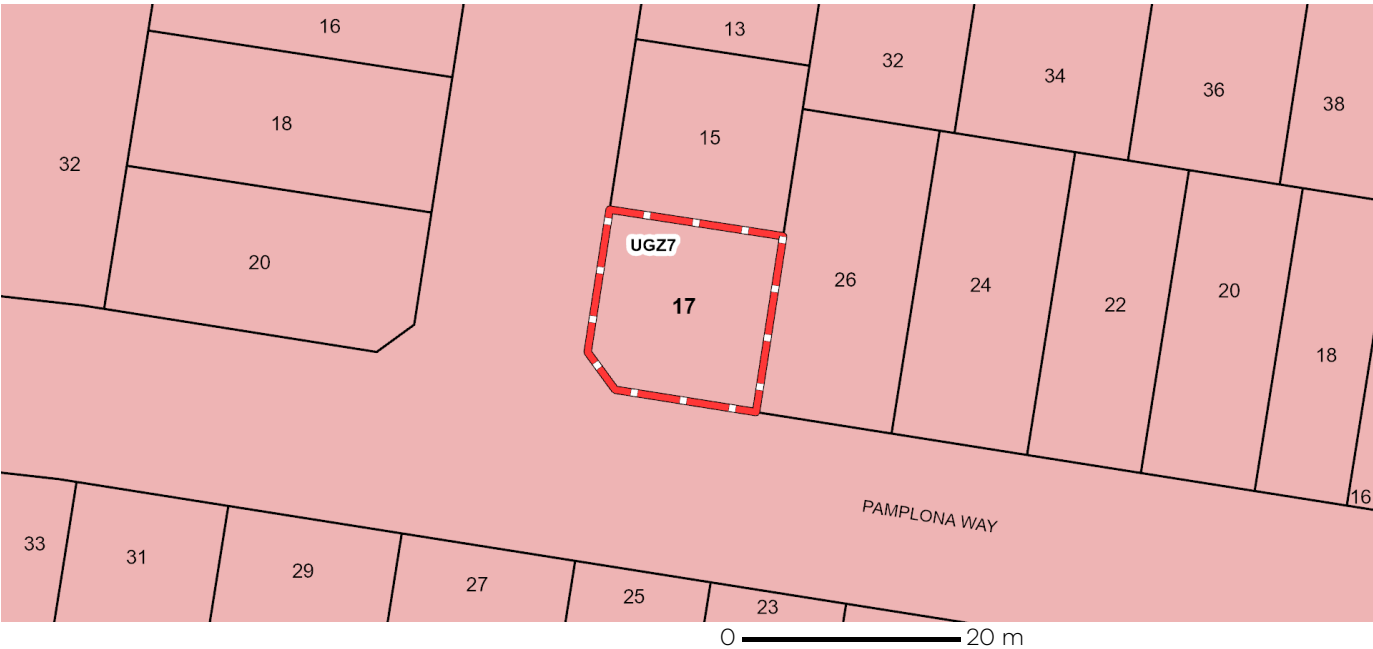
This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.

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

Planning Zones

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

[URBAN GROWTH ZONE - SCHEDULE 7 \(UGZ7\)](#)



UGZ - Urban Growth

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

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

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

Planning Overlay

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

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 15 \(DCPO15\)](#)

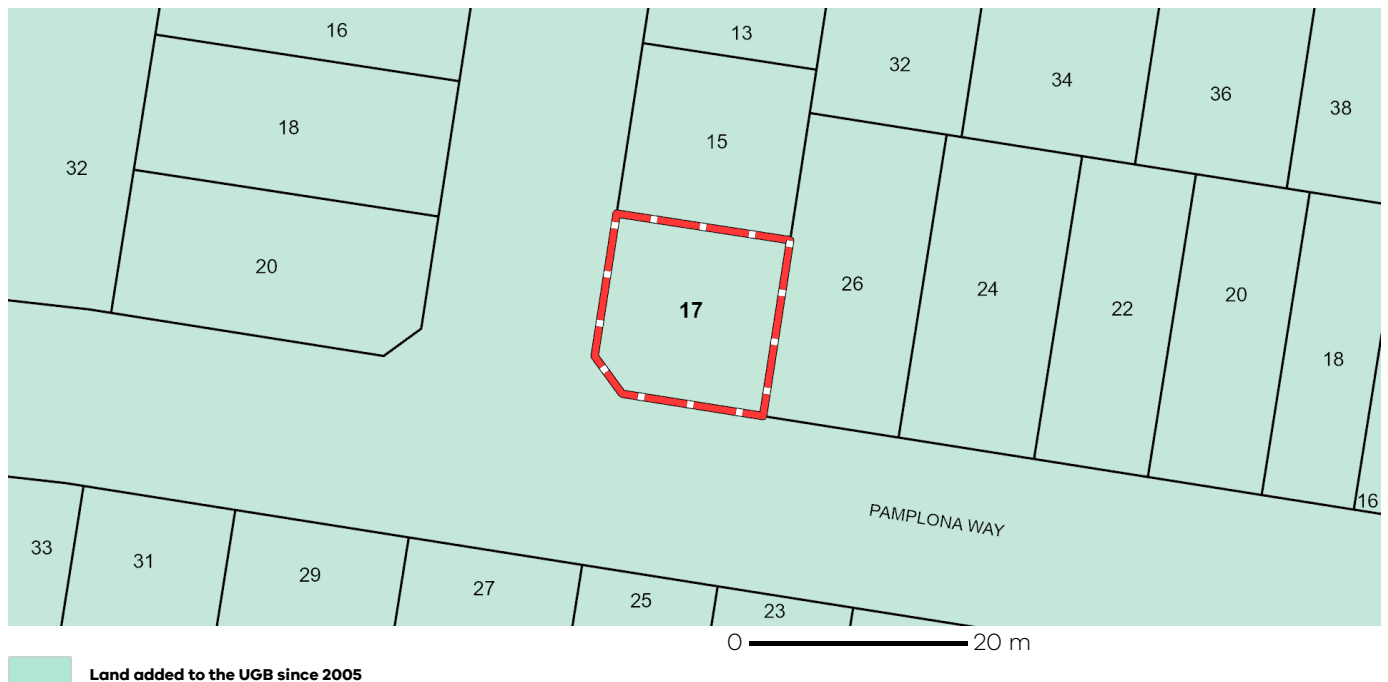


Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005.

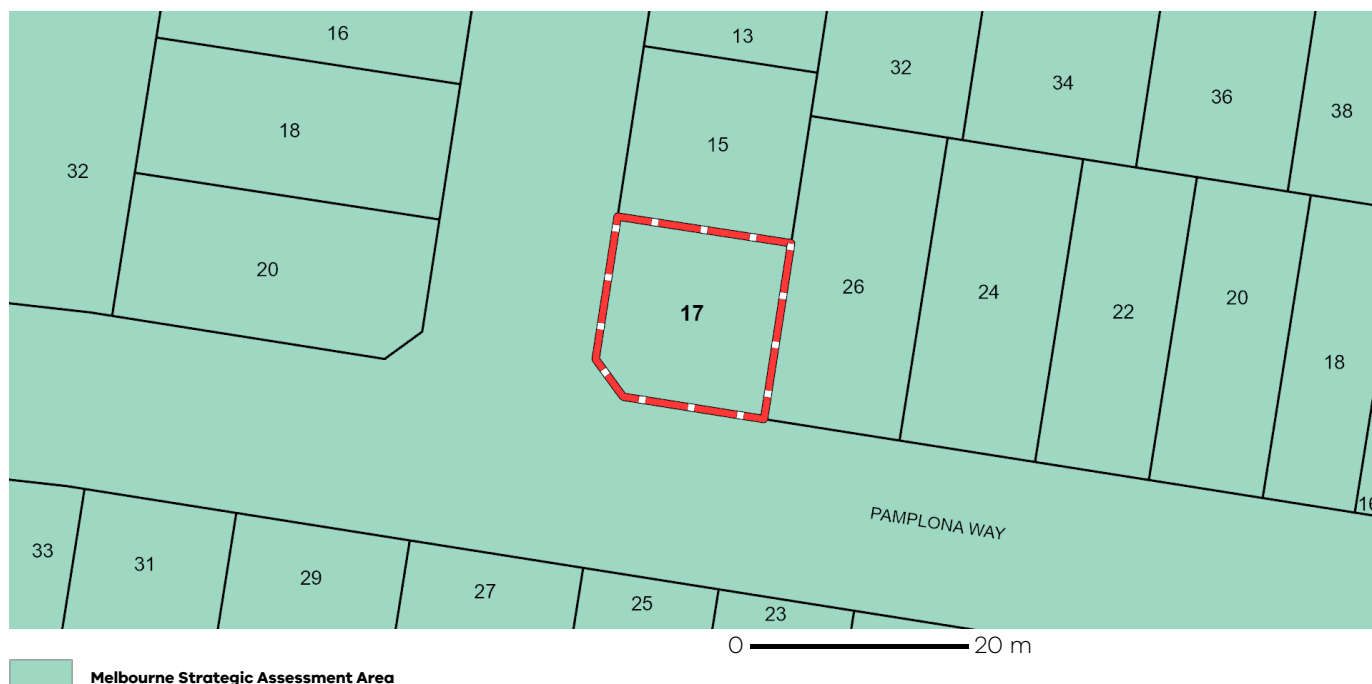
It may be subject to the Growth Area Infrastructure Contribution.

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



Melbourne Strategic Assessment

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



Further Planning Information

Planning scheme data last updated on 26 June 2024.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

PROPERTY REPORT

From www.land.vic.gov.au at 01 August 2024 05:34 PM

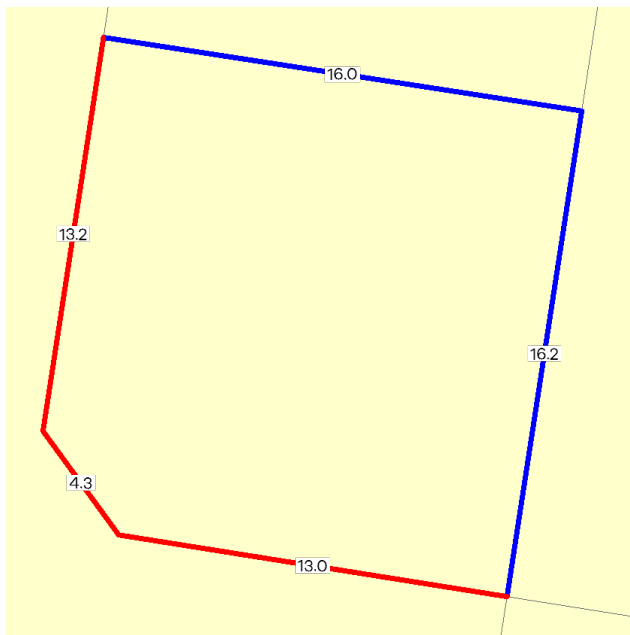
PROPERTY DETAILS

Address: **17 PALACIO TERRACE CLYDE NORTH 3978**
Lot and Plan Number: **Lot 233 PS730320**
Standard Parcel Identifier (SPI): **233\PS730320**
Local Government Area (Council): **CASEY**
Council Property Number: **136778**
Directory Reference: **Melway 135 A5**

www.casey.vic.gov.au

SITE DIMENSIONS

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



Area: 255 sq. m

Perimeter: 63 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**
Legislative Assembly: **BERWICK**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map



Selected Property



Building Surveyors & Consultants

BUILDING PERMIT

Permit Number: BS-U1441 20161595/0

Form 2

Building Act 1993

Building Regulations 2006:- Reg 313

Issued To: BPG Access Pty Ltd trading as Porter Davis
720 Bourke Street
MELBOURNE 3000

Property Details: **17 Palacio Terrace CLYDE NORTH**
Lot: 233 LP/PS: PS730320K Vol: 11682 Fol: 771

Municipality: **Casey City Council**

Builder: **BPG Access Pty Ltd trading as Porter Davis**
720 Bourke Street
MELBOURNE VIC 3000

Business:
Fax: **0392852901**

Ownership: Bill & Kirsten Kirlis
62 Gedye Street
DONCASTER EAST VIC 3109

Practitioners:	Practitioner	Reg Number	Function & Engagement
	Stephen John Tankey	DBU11533	Builder
	Steve Buratto	EC1478	Structural Engineer
	Stuart McLennan	BSU 1577	Building Surveyor

Nature of Building Work: **Construction of double storey dwelling and garage.**
Bushfire Attack Level - BAL 12.5

Building Classification:	BCAClass	Nature of Works	Part of Building
	1ai	New Building	Dwelling
	10a	New Building	Garage

Stages of work permitted: Project Estimated Value: \$262,443

Dwelling Details: Existing Dwellings :0 To be Constructed: 1 To be Demolished: 0
Total New floor Area: **197m2**

Issuer of Insurance Policy: **QBE** Policy Number: **420067270BWI-51**

Details of relevant Planning Permit (if applicable):

Planning Permit Number:

Planning Permit Date:

Alternative Solution:

P2.5.1(b)(i) – Stairways and Ramps Continuity of domestic stair handrail (Report No PBS 069 - 16)

* To allow the stair handrail to be installed in sections with a maximum gap of 30mm at right angle corners.

P2.4.1 – Wet areas -Wet area construction – bathrooms, laundries, powder rooms and water closets (Report No PBS 105 - 16)

•To allow the walls in the laundries, powder rooms and WC's to be installed without the wall being waterproofed for 25mm above the floor/wall junction and sealed to the floor. The installation is to water resistant

•To allow the bath area to installed in accordance with Appendix and B of the report, in particular

* Allowing the bath top flange to be sealed to the bath hob with silicone sealant; and

* An aluminium framed window to be installed within 150mm of the horizontal surface of the bath hob

Was used to determine compliance with the following Performance Requirements of the BCA that relate to this project: **Hebel Power panel System - P2.1 & Vic P2.6.1 Structure, P2.2.2 Weatherproofing**

Reporting Authorities
Council

Matter Reported On
Point of discharge of storm
water

Regulation
Reg 610(2)



Building Surveyors & Consultants

BUILDING PERMIT

Permit Number: BS-U1441 20161595/0

Form 2

Building Act 1993

Building Regulations 2006:- Reg 313

Mandatory Inspections:

- Piers
- Pre Slab - waffle slab / on ground
- Concrete Slab Reinforcement
- Framework
- Final completion of works

FOR BUILDING INSPECTIONS PHONE 8770 9900 PRIOR TO 4:00 PM WEEKDAYS FOR THE FOLLOWING WEEKDAY INSPECTION

OCCUPATION OR USE OF BUILDING

An **Occupancy Permit** is required prior to the occupation or use of this building.

If an Occupancy Permit is required, the permit is required for the **whole** of the building in respect of which the building work is carried out.

Building Work is to commence by: 29/07/2017 and is to be completed by: 29/07/2018

PERMIT CONDITIONS

This permit is subject to the following conditions:

- This building permit is not evidence that the design complies with any restrictive covenant or other encumbrance burdening the subject land. It is the owner(s) responsibility to ensure compliance with any encumbrance. The owner may be subject to enforcement proceedings by a Council or legal proceedings from other beneficiaries if they do not comply with any relevant encumbrance.
- The person in charge of carrying out of the building work must ensure the building work does not encroach over the title boundaries of the subject allotment.
- The person in charge of carrying out of the building work must notify the relevant building surveyor without delay after the completion of each mandatory notification stage.
- The person in charge of carrying out of the building work must ensure the registration numbers and contact details of the builder and building surveyor and the building permit number and the date of issue are displayed on the allotment in a conspicuous position prior to the commencement of building work and for the duration of the building work.
- The person in charge of carrying out of the building work must ensure that a copy of the building permit and one set of the approved plans, specifications and documents relating to that permit are available for inspection of the allotment concerned while the building work is in progress.
- If a planning permit has been issued for the subject building work, all relevant planning permit conditions must be complied with.
- Building work as detailed on the endorsed building permit plans and associated documentation must not be altered in any way without prior approval from the relevant building surveyor.
- All building work shall be carried out in accordance with the Building Act 1993 and Building Regulations 2006.
- It is the Owners responsibility, or Agent of Owner, to ensure compliance with any Local Council By-Laws and or regulations.
- **Where a specific finished floor level (FFL) is required by a statutory authority or title encumbrance then it is the responsibility of the builder to ensure compliance prior to construction of (eg. Prior to pouring concrete). A licenced land surveyor should be engaged to verify specific finish floor levels.**
- Where plumbing work which requires the issue of a compliance certificate is carried out in conjunction with the building work included in the permit, a copy of that certificate must be supplied to the relevant building surveyor prior to the issue of any Occupancy Permit or Certificate of Final Inspection. Rainwater tanks and solar hot water systems where required must be installed in accordance with the Plumbing Regulations including a 50m2 catchment area for tanks.



Building Surveyors & Consultants

BUILDING PERMIT

Permit Number: BS-U1441 20161595/0

Form 2

Building Act 1993

Building Regulations 2006:- Reg 313

PERMIT CONDITIONS Cont....

- It is the responsibility of the owner and builder to ensure that where trees are removed from within the zone of influence, the ground is moisturised prior to any building works commencing or the tree roots are to be isolated from the proposed building works.
- The owner and builder must consult with the relevant sewerage authority and local council to ensure that the proposed works do not affect any drains or sewers and that the works comply with the requirements of these authorities.
- It is the responsibility of the owner and builder of this project to ensure that all buildings or part thereof are constructed within any legal allotment title boundaries. (If doubt exists verification from a licensed land surveyor is recommended prior to commencement of any building works.)
- Any variation to the approved building permit documentation must be submitted to this office for approval prior to the construction of the variation being carried out.
- All practicable precaution shall be taken to avoid any damage to adjoining allotments or hazardous/dangerous conditions to the general public
- During construction temporary downpipes or channelling of the ground to avoid water damage to the adjoining allotments shall be undertaken when necessary.
- No building or building works to be erected or carried out or equipment is to be used on, over, under, or the air space of any adjoining allotment or property without the consent of the Relevant Building Surveyor pursuant to Regulations 602 & 604.
- Builder to verify that the dwelling has been constructed in accordance with 6 star energy provisions and/or part 3.12 of the NCC (as applicable)
- Truss computations and layouts to be submitted for approval prior to the frame inspection.
- The building(s) are to be protected from Termites in accordance with AS3660.1 2000. If there is any doubt regarding methods required to achieve compliance the relevant building surveyor must be consulted. It is the owners responsibility to carry out regular inspections of the building for evidence of termite activity.
- The building(s) are to be protected against bush fire in accordance with AS 3959 -2009. It should be noted that the determined level was applicable at the time of permit issue. It is recommended that the site be maintained and additional bushfire construction provisions be applied in the future owing to the changing conditions in the immediate and surrounding area. It should also be borne in mind that bushfire measures cannot guarantee that a building will survive a bushfire event on every occasion. This is substantially due to the unpredictable nature and behaviour of fire and extreme weather conditions. **This property must be constructed in accordance with the BAL 12.5 provisions of AS3959.**
- **Provide written confirmation prior to the final inspection being carried out from CSR that the Articulation Joints have been installed in the Hebel panels in accordance with the manufacturers specifications.**
- Three copies of floor joist design & lay outs to be submitted for approval prior to the frame inspection.

RELEVANT BUILDING SURVEYOR

A handwritten signature in black ink, appearing to read "Jason Daniels".

Signed:

JASON DANIELS
Advance Building Strategies
3/55-57 Wangara Road
Cheltenham Vic 3192
T: 8770 9900

Registration Number: BS-U1441
Date Permit Issued: 29/07/2016
Permit Number: **20161595/0**



Building Surveyors & Consultants

Suite 3, 55-57 Wangara Road

Cheltenham Victoria 3192

T: 8770 9900 F: 8786 3866

www.buildingstrategies.com.au

OCCUPANCY PERMIT

Permit No: 20161595/0

Form 6

Building Act 1993 Building Regulations 2006 :- Regulation 1005

PROPERTY DETAILS: 17 Palacio Terrace CLYDE NORTH 3978

Lot: 233 Title Details: LP/PS: PS730320K Vol: 11682 Fol: 771

City/Shire: Casey City Council

DESCRIPTION OF BUILDING WORK Construction of double storey dwelling and garage.

Bushfire Attack Level - BAL 12.5

BCA Class: 1ai, 10a

Allowable Live Load: 1.5kPa

Persons Accommodated For: N/A

CONDITIONS:

1. The owner(s) of the building(s) is responsible for the maintenance of the buildings foundations. Attention is drawn to the CSIRO Building Technology File 18 named '*Foundation maintenance and Footing Performance: A home Owners Guide*'.
2. The owner(s) of the building(s) is responsible for maintaining the buildings construction requirements and vegetation to satisfy the Bushfire Attack Level (BAL) of the building permit in accordance with AS3959-2009 - '*Construction of buildings in bushfire areas*' and in a state which enables them to fulfill their purpose.
3. The owner(s) of the building(s) is responsible for maintaining the buildings termite barrier(s) in accordance with AS3660.1-2000. (if applicable)
4. The owner(s) of the building(s) is responsible for maintaining the buildings smoke detectors in a state which will enable them to fulfill their purpose.
5. This Occupancy Permit is issued subject to the power, gas and water supplies being connected (as applicable).
6. All landscaping to ensure the slab's vapour barrier is maintained at the external side of the edge beams. The vapour barrier must extend above the height of any adjacent ground level
7. All landscaping must maintain a clearance below the building's damp proof course (i.e. base of hebel panel) of 25mm above the adjacent finished ground level. Additionally, the height of the slab on ground above external finished surfaces must not be less than the following: (i) 100mm above the finished ground level in low rainfall intensity areas or sandy, well drained areas; (ii) 50mm above impermeable areas that slope away from the building at a gradient of 25mm over the first metre; (iii) 150mm in any other case.

SUITABILITY FOR OCCUPATION:

The building or part of a building to which this certificate applies is suitable for occupation

SIGNED:

Jason Daniels

Relevant Building Surveyor

Final Inspection Date: 20 February 2017

Registration Number: BS-U1441

Issue Date: 21 February 2017

20161595/0

RATE & VALUATION NOTICE

1 JULY 2023 - 30 JUNE 2024

City of Casey

Bunjil Place, 2 Patrick Northeast Drive, Narre Warren

Tel: 03 9705 5200

NRS: 133 677 (for the deaf, hearing or speech impaired)

ABN: 43 320 295 742



N Vo
17 Palacio Terrace
CLYDE NORTH VIC 3978

PROPERTY: 17 Palacio Terrace CLYDE NORTH VIC 3978
Lot 233 PS 730320K

PRESCRIBED DATE OF VALUATION:

(Valuation as at) 1 JAN 2023

OPERATIVE DATE:

(Effective from) 1 JULY 2023

CAPITAL IMPROVED VALUE:

(Total Property Value) **\$580,000**

SITE VALUE:

(Land Value) **\$270,000**

NET ANNUAL

VALUE: **\$29,000**

RATES & CHARGES:

CALCULATION:

AMOUNT:

Fire Service Levy Residential Fixed	\$125.00
Fire Service Levy Residential Variable	\$26.68
Garbage With Garden Waste 120L	\$426.00
General Rate	\$1,247.12
Goods & Service Tax	\$0.00
Pension Rebate	\$-303.20

Current rates and fire services property levy must be paid 15 February 2024 to avoid interest unless being paid by instalments. Any arrears shown above should be paid immediately to avoid incurring additional interest and legal action to recover the debt which may include additional costs.

AUSTRALIAN VALUATION PROPERTY CLASSIFICATION CODE:

110 - Detached Dwelling

RATE CAPPING

Council has complied with the Victorian Government's rate cap 3.5%. The cap applies to the average increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

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



To update your contact details, please notify us at
www.casey.vic.gov.au/update-your-contact-details



If you are eligible for a pension concession and the discount is not showing above please contact Customer Service to organise a rebate application.

ISSUE DATE: 31/07/2023

PROPERTY ID: 136778

ACCOUNT REF NO.: 01367782

i All outstanding arrears must be paid immediately to avoid further interest charges (currently set at 10% PA).

THREE PAYMENT OPTIONS:

OPTION 1:

PAY OVER 4 INSTALMENTS

To pay by instalments, you **MUST** pay the first instalment by the due date.

Instalment 1: **2 October 2023**

\$380.40

Instalment 2: **30 November 2023**

\$380.40

Instalment 3: **29 February 2024**

\$380.40

Instalment 4: **31 May 2024**

\$380.40

OPTION 2:

PAY IN FULL

Due by **15 February 2024**

\$1,521.60

OPTION 3:

PAY BY DIRECT DEBIT OVER 9 MONTHLY PAYMENTS

Existing Direct Debit arrangements will continue from **29 September 2023**.

A Payment Schedule will be sent separately. Turn over for further information.

TRY BPAY PAYMENTS THIS YEAR, OR SEE OVER FOR OTHER PAYMENT METHODS



Billers Code: 8995

Ref: 01367782

BPAY® this payment via Internet or phone banking.

BPAY View® - View and pay this bill using internet banking.

BPAY View Registration No.:

INSTALMENT AMOUNT: \$380.40

DUE BY 2/10/2023

TOTAL AMOUNT: \$1,521.60

DUE BY 15/02/2024

DATE: / /



*71 179 1367782 13



TIS: 131450 (Translating and Interpreting Service) المترجم الفوري 翻譯 مترجم شفاهى दूरभाषीय व्याख्यान सेवा

CASEY.VIC.GOV.AU

IMPORTANT INFORMATION

CAPITAL IMPROVED VALUE

Capital Improved Value is the market value of the land, including the improvements that have been made on, or to the land.

SITE VALUE

Site Value is the market value of the land, assuming that the improvements on, or to the land had not been made.

NET ANNUAL VALUE

Net Annual Value is the rental value of the land, including the improvements that have been made on, or to the land, with the exception of farms and most residential properties where the net annual Value is 5% of the Capital Improved Value.

RIGHT OF OBJECTION TO VALUATIONS

Ratepayers have a right under S16 of the *Valuation of Land Act 1960* to object to the valuation of the described property on a number of specific grounds under section 17. For Fire Service Property Levy purposes, valuations are allocated an AVPCC, which can also be objected to. Objections must be lodged on the prescribed form within 2 months of the issue of this rate and valuation notice. Please contact the Valuation Office for further information regarding the grounds for objection and the prescribed form.

USE OF COUNCIL VALUATIONS

Notice is given that Council valuations may be used by other rating authorities for the purpose of a rate or tax. The City of Casey uses Capital Improved Value as the valuation base for rating purposes. The State Revenue Office also uses Capital Improved Value as its valuation base for calculating the Fire Services Property Levy. The State Revenue Office uses Site Value as its valuation base for land tax purposes. Further information on land tax can be found at the State Revenue Office website www.sro.vic.gov.au.

SPECIAL PAYMENT ARRANGEMENTS

If you think you may have difficulty paying your rates, please contact the Council immediately or before the payment is due, to discuss more suitable methods of payment or visit www.caseyvic.gov.au/apply-rates-payment-plan

If you are suffering financial hardship please refer to Councils' hardship policy at www.caseyvic.gov.au/policies-strategies/rate-payment-financial-hardship-policy

PENALTY FOR LATE PAYMENT OF RATES AND CHARGES

Late or non-payment of rates and charges will incur a penalty as set under Section 2 of the *Penalty Interest Rate Act 1983*. Section 172 provides that where rates and charges are payable either in a lump sum or by instalments, and a person fails to pay the first instalment or a lump sum by their respective due dates, Council may charge penalty interest from the date on which each missed instalment is due. In other words, where a lump sum is not paid by the due date, penalty interest will be calculated as if the person was paying their rates in instalments.

RIGHT OF OBJECTION TO RATES AND CHARGES

Under S184 of the *Local Government Act 1989*, aggrieved persons have a right of appeal to the County Court on the rates and charges on specific grounds. Please contact the Rates Office for further information.

SUPPLEMENTARY RATE

If an amendment is made to the valuation to include any changes to the property, an adjustment to the rates payable may be necessary for which a supplementary rate and valuation notice will be served.

PROPERTY OWNERSHIP

It is the responsibility of the property owner to notify the Council of any change in ownership.

OWNER N Vo

PAYMENT OPTIONS

<p>Contact your financial institution to pay from your cheque, savings or credit card account.</p> <p>Biller Code: 8995 Ref Number: 01367782</p> 	<p>ONLINE</p> <p>Pay online via the City of Casey website: www.caseyvic.gov.au</p> 	<p>BY MAIL</p> <p>Mail payment of amount or with deposit slip to:</p> <p>City of Casey P.O. Box 5034 Hallam, 3803</p> <ul style="list-style-type: none">Please do not pin or staple your cheque to the notice when returning the paymentAllow sufficient time for delivery to avoid any penalty for late payment. 	<p>IN PERSON</p> <p>Option 1: Pay in person at any Australia Post outlet.</p> <p>Option 2: Pay by EFTPOS, Money Order, Credit Card, or Cheques crossed "Not Negotiable" at our Customer Service Centres:</p> <p>Cranbourne Monday to Friday, 10.00 am to 2.00 pm Cranbourne Park Shopping Centre, 125 High Street, Cranbourne</p> <p>Bunjil Place Monday to Friday, 9.00 am to 4.00 pm 2 Patrick Northeast Drive, Narre Warren</p> 
<p>DIRECT DEBIT</p> <p>Please contact the City of Casey on 9705 5200 or visit www.caseyvic.gov.au for a Payment Schedule application.</p> <p>Applications close 10 September each year.</p> 	<p>CREDIT CARD OVER PHONE</p> <p>Please phone 1300 665 200 to make your payment by credit card (MasterCard or Visa).</p> <p>24 hour service available from most touch-tone phones.</p> <p>Reference Number: 01367782</p> 		
 <p>Billpay code: 9179 Ref Number: 1367782 13</p> <ul style="list-style-type: none">Pay in person at any Post OfficeOnline at postbillpay.com.auCall 13 18 16 for credit card payments (MasterCard or Visa).			

DIFFERENTIAL RATES

Council does not apply a differential rating system.

RATE REBATES/CONCESSIONS

If you are in receipt of a pension, you may be eligible to a rebate on rates and charges. Please note that the appropriate pension card must be provided when submitting your application for a rate rebate at the Council offices.

A Council concession may also be available to holders of an appropriate TPI or War Widow Gold Card. Enquiries can be made at any of Council's Customer Service Centres.

PAYMENT OF RATES AND CHARGES

Payments of any rates and charges will be allocated as follows:

1. Legal costs owing, if any.
2. Interest owing, if any.
3. Arrears owing, if any, current rates, charges and fire services property levies owing. Penalty interest on any arrears of rates, charges and fire service property levies will continue to accrue until full payment of the outstanding amount.

FIRE SERVICES PROPERTY LEVY (FSPL)

Council has been appointed as the agency to collect the Fire Services Property Levy on all land within the City of Casey, unless specifically exempted, to fund the Country Fire Authority. If the leviable land is rateable, the owner may apply for a waiver, deferral or concession in respect of the levy amount, in accordance with section 27 of the FSPL Act. If the leviable land is classified residential for land use classification purposes, but is not rateable land, the owner may apply for a waiver, deferral or concession in respect of the levy amount in accordance with section 28 of the FSPL Act.

DIRECT DEBIT PAYMENT BY NINE INSTALMENTS

Rates, Charges and Fire Services Property Levies may be paid by nine monthly instalments, only if you choose the Direct Debit method of payment. Contact Council on **03 9705 5200** or visit our website www.caseyvic.gov.au for an application form. Applications must be received by 10 September each year. The first payment will be deducted on 28 September and subsequent payments on the 28th of each month (or the next business day) until May 2024. Instalment reminder notices will not be forwarded and it remains your responsibility to ensure sufficient funds are available in your nominated account.

DISPOSAL OF PROPERTY FOR OVERDUE RATES AND CHARGES

Under Section 181 of the *Local Government Act 1989*, the Council has the power to dispose of property where:

- There are rates and charges (including enforcement costs and interest) which are more than three years overdue; and
- There is no current arrangement for the payment of the overdue rates and charges; and
- There is a Court order requiring the part payment of the overdue rates and charges.

PRIVACY STATEMENT

The City of Casey is committed to the protection of your privacy. Your personal information will be handled in accordance with the *Privacy and Data Protection Act 2014*. The personal information requested is being collected for the purpose of being able to contact you via SMS, phone, email or mail, about services you receive from Council, including rates reminders. You can access your personal information by contacting council's Privacy Officer on **03 9705 5200**. For further information about how Council protects your privacy, Council's Privacy Policy is available from all council offices and on our website www.caseyvic.gov.au/privacy.

DECLARATION OF RATES

In accordance with Section 158 of the *Local Government Act 1989*, Council declared the rates and charges for 12 months ending 30 June 2024. In accordance with Parts 2 and 3 of the *Fire Services Property Levy Act 2012*, Council is required to collect levy amounts on behalf of the State Government as a collection agency. These rates and charges and levy, if unpaid, remain as a first charge on the land, along with any costs awarded to Council in relation to them.

NINA VO
17 PALACIO TCE
CLYDE NORTH VIC 3978

Account number:	33281238
Date due:	15 March 2024
Current charges	Total due
+ \$166.60	\$166.60

Last bill	Payments received	Balance
\$166.60	– \$166.60cr =	\$0.00

Your account breakdown

Issue date	27 February 2024
Property	17 Palacio Terrace CLYDE NORTH VIC 3978
Property reference	53P//14605/00009
Last bill	\$166.60
Payment received	\$166.60cr
Balance brought forward	\$0.00
Our charges (no GST)	\$115.85
Other authorities' charges (no GST)	\$50.75
Total due	\$166.60

Your snapshot

Average daily cost	\$1.27
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Payment options

Direct debit

Set up payments at southeastwater.com.au/paymybill

EFT (Electronic Funds Transfer)

BSB: 033-874 Account number: 33281238
Account name: South East Water Corporation

BPAY® (Up to \$20,000)

Bill code: 24208 Ref: 1003 3281 2300 004

Postbillpay

BillpayCode: 0361 Ref: 1003 3281 2300 004
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.

Credit card

Pay by Visa or MasterCard at
southeastwater.com.au/paymybill
or call 1300 659 658.

Centrepay

Use Centrepay to make regular deductions from
your Centrelink payment.
Reference number: 555 050 397J

Property ref: 53P//14605/00009
17 PALACIO TERRACE
CLYDE NORTH VIC 3978



*361 100332812300004

PN53P

Total due:	\$166.60
Account number:	33281238
Date paid:	
Receipt number:	

Our charges

Service charges

For period 01/01/24 to 31/03/24

Water service charge **\$21.48**

Sewerage service charge **\$94.37**

Total service charges \$115.85

Our charges \$115.85

Other authorities' charges

Parks **\$21.21**

Waterways and Drainage charge 01/01/24 to 31/03/24 **\$29.54**

Total other authorities \$50.75

Total current charges \$166.60

Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.77 million Melburnians. We've made changes to our charges as part of our 5-year commitment to you. For more details, see southeastwater.com.au/pricing2023

Other authorities' charges

Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see melbournewater.com.au. The charge is for **01/01/24 to 31/03/24**.

Parks charge (changed from annual to quarterly)

We collect this charge quarterly on behalf of the Department of Energy, Environment and Climate Action (DEECA). Funds raised go towards the management and maintenance of parks, gardens, trails, waterways, and zoos. For more details about this charge, see parks.vic.gov.au/about-us/parks-charge. The charge is for **01/01/24 to 31/03/24**.

Additional information

Payment assistance

We have a range of payment solutions to help manage your bill. From payment plans to government assistance or more time to pay, find a solution to suit you at southeastwater.com.au/paymentsupport

Our new customer charter

We have a new customer charter. This outlines your rights and responsibilities as a customer of South East Water. View the new charter at southeastwater.com.au/customer-charter. For a printed copy of the Charter, email support@sew.com.au and we will send out a copy.

Staying on top of bills can be hard

That's why we offer support for everyone.

See southeastwater.com.au/supportoptions



South East Water Corporation

ABN 89 066 902 547

101 Wells Street Frankston VIC 3199

PO Box 2268 Seaford VIC 3198 Australia

Owners Corporation Certificate

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

Owners Corporation No.	Owners Corporation No. 1 PS730320K	
Prepared for:	Lot 233	17 Palacio Terrace Clyde North VIC 3978
Postal Address:	Suite 12, Level 2 / 100 Overton Road, Williams Landing VIC 3027	
Vendor	Nina Vo	
Purchaser:	Not Known	
Applicant:	Anh Lam - Melbourne Home Transfer Pty Ltd	
Applicant Reference:	17 Palacio Terrace	
<p>IMPORTANT: The information in this certificate has been issued on 1 August 2024</p> <p>The information contained within this certificate is only valid as of its date of issue. An updated certificate should be obtained prior to settlement to ensure the information contained within this certificate remains current and valid.</p>		
This Certificate has been issued for Lot 233 on Owners Corporation No. 1 PS730320K		

- The annual fees for the financial 2024/2025 is yet to be approved. Once the budget for the financial year 2024/2025 is approved at the next AGM, the fees will be raised as per the approved budget and be payable on a **quarterly** basis.

Fee Period	Due Date	Amount
OC Fee 01.07.2024 – 30.09.2024	01/07/2024	\$260.00
OC Fee 01.10.2024 – 31.12.2024	01/10/2024	\$260.00
OC Fee 01.01.2025 – 31.03.2025	01/01/2025	TBA
OC Fee 01.04.2025 – 30.06.2025	01/04/2025	TBA
Total		TBA

- The fees are paid up until **30/09/2024**. Please note that should settlement occur on or after any due date, a further contribution fee will be due and payable plus an adjustment levy to align with the budget if an Annual General Meeting has taken place and an increase to the annual fees has been resolved by the Owners Corporation.
- The present total of unpaid fees (including levies, miscellaneous charges and interests) is: **\$0.00**
Please refer to the attached Current Owner Account Statement for a detailed breakdown.
- The present total of unpaid Special Levies is **\$0.00** (plus penalty interest of \$0.00).

Due Date	Amount	Details
Nil	Nil	Nil

5. The repairs, maintenance or other work or act which has been or is about to be performed which may incur additional charges which have not been included in the annual fees and special levy fees are:

None known as of the date of this certificate.

6. The Owners Corporation has the following insurance cover:

Please refer to Attachment 2: Owners Corporation Insurance Certificate of Currency

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

7. The Owners Corporation has not resolved that members may arrange their own insurance under Section 63 of the Act.

In accordance with the note under item 6, privately owned lots within this OC must seek their own insurance for their respective lot's building and its contents.

8. The total funds held by the Owners Corporation as at **1 August 2024** are:

Fund	Amount
Administrative Fund	\$40,673.09

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

10. As of **1 August 2024** there is a total amount of **\$34,449.29** of fees and levies owing to the Owners Corporation in arrears. **The owners corporation is presently engaged in ongoing legal proceedings at VCAT/Magistrates Court to recover outstanding fees and levies.**

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

11. The Owners Corporation is party to any proceedings or aware of any notices or orders which may give rise to proceedings as follow:

The manager is not aware of any legal proceedings as of the date of this certificate, other than debt/cost recovery as noted in item 10.

12. The Owners Corporation has granted contracts, leases, licences or agreements affecting the common property as follows:

Club Delaray Limited (ACN 611 082 663) - Residents Club Agreement for Use of Centre Facilities (attachment 7)

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

The registered proprietor of title effected by the Owners Corporation is an 'Owner Member' of Club Delaray Limited (ACN 611 082 663). The Company maintains and administers the operation and use of the Residents Leisure Centre facilities known as 'Club Delaray' and any other land in respect of the Delaray Project Land which it has been agreed to in writing by the company to maintain on behalf of the Owners Corporation.

14. Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied?
There are no notices or orders as of the date of this certificate.
15. The Owners Corporation have resolved to appoint Quantum United Management as the Owners Corporation manager.
16. No proposal has been made for the appointment of an administrator.
17. Any other information:
Vendors are to handover any/all access proximity swipe access cards to Club Delaray that are currently in their possession (unless the current residential tenancy agreement is subject to transfer at settlement). Failure to provide these will result in the purchaser being required to purchase new access fobs.

IMPORTANT:

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

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

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

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

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

Content contained therein in this certificate may be subject to change without notice and furthermore, no other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory. Quantum United

Management Pty Ltd accepts no liability. Any additional information on prescribed matters can be obtained by inspection of the Owners Corporation register. An applicable fee to provide this service may apply.

Signed on behalf of Owners Corporation No. 1 PS730320K by:



Samantha Lim

Dated: **1 August 2024**

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

Quantum United Management Pty Ltd

ABN 69 202 124 813

Suite 12, Level 2, 100 Overton Road

WILLIAMS LANDING VIC 3027

Phone: 03 8360 8800

Email: delaray@quantumunited.com.au

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

SCHEDULE 3

Owners Corporations Regulations 2018 Regulation 17

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an Owners Corporation

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

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

Current Owner Account

Nina Vo

Lot 233 Unit 17

OC1 PS730320K

Delaray 1, 420 Berwick-Cranbourne Road, CLYDE NORTH VIC 3978

Purchased: 30/08/2019 UE / AE: 10.00 / 3,660.00

Date	Details	Administrative Fund due/paid	Maintenance Fund due/paid	Unallocated	Interest paid	Total	Balance (-)prepaid
	Balance brought forward	0.00	0.00	0.00		0.00	0.00
7/09/2022	Levy payment for 233/730320K	-260.00	0.00	0.00	0.00	-260.00	-260.00
1/10/2022	OC Fees 01/10/2022 to 31/12/2022	247.50	0.00	0.00	0.00	247.50	-12.50
1/10/2022	Adjust Fees 01/07/2022 to 30/09/2022	12.50	0.00	0.00	0.00	12.50	0.00
13/12/2022	Levy payment for 233/730320K	-247.00	0.00	0.00	0.00	-247.00	-247.00
1/01/2023	OC Fees 01.01.23 to 31.03.23	247.50	0.00	0.00	0.00	247.50	0.50
15/03/2023	Levy payment for 233/730320K	-247.99	0.00	0.00	0.01	-248.00	-247.49
1/04/2023	OC Fees 01.04.23 to 30.06.23	247.50	0.00	0.00	0.00	247.50	0.01
21/06/2023	Levy payment for 233/730320K	-247.51	0.00	0.00	0.00	-247.51	-247.50
1/07/2023	OC Fees 01.07.23 to 30.09.23	247.50	0.00	0.00	0.00	247.50	0.00
1/10/2023	OC Fees 01.10.23 to 31.12.23	247.50	0.00	0.00	0.00	247.50	247.50
10/10/2023	Levy payment for 233/730320K	-247.50	0.00	0.00	0.00	-247.50	0.00
12/12/2023	Levy payment for 233/730320K	-272.25	0.00	0.00	0.00	-272.25	-272.25
1/01/2024	OC Fees 01.01.24 to 31.03.24	272.25	0.00	0.00	0.00	272.25	0.00
1/04/2024	OC Fees 01.04.24 to 30.06.24	272.25	0.00	0.00	0.00	272.25	272.25
2/04/2024	Levy payment for 233/730320K	-272.25	0.00	0.00	0.00	-272.25	0.00
17/06/2024	Levy payment for 233/730320K	-260.00	0.00	0.00	0.00	-260.00	-260.00
1/07/2024	OC Fees 01.07.24 to 30.09.24	260.00	0.00	0.00	0.00	260.00	0.00
1/10/2024	OC Fees 01.10.24 to 31.12.24	260.00	0.00	0.00	0.00	260.00	
31/07/2024	Current balances excluding interest						
	Administrative Fund		0.00				
	Maintenance Fund		0.00				
	Unallocated Money Fund		0.00				
			0.00				
	Interest due as at 31/07/2024		0.00				
	Current balance including interest		\$0.00				

MINUTES OF THE ANNUAL GENERAL MEETING 2023

OF OWNERS CORPORATION No. 1 PLAN OF SUBDIVISION PS 730320K HELD ON

Date: Tuesday 12th September 2023

Time: 6.00 pm

Place: Online via Zoom Meeting Platform

Meeting Opened at 6.04 pm.

1. Attendances

Lot 201 - Kirsten Hayward

Lot 356 - Sonia Boscolo

Lot 646 - Inderjeet Singh

Other attendees

Tharanga Edirisuriya – Client Manager – Quantum United Management

Kylie MacLennan – Assistant Client Manager – Quantum United Management

Apologies

Lot 111 - Natalie Zoudlik

2. Proxies

No proxies received.

3. Quorum & Entitlement to Vote

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

4. Chairperson

All members in attendance agreed to appoint Tharanga Edirisuriya from Quantum United Management as the Chairperson for this Annual General Meeting.

5. Acceptance of Minutes

RESOLUTION: It was resolved that the Minutes of the previous Annual General Meeting held on 7 November 2022 be adopted and signed as a true and correct record.

Motion Carried Unanimously

6. Reports:

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

A detailed Manager's report was provided to members with the AGM Notice & Agenda. The Manager provided an overview and brought some of the key points to the Members' attention.

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

The Manager advised that the Managers Report included a Committee Report. No separate Committee report was provided.

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

There were no disputes lodged under this section to report.

6.4. Safety Assessment Report

All members are liable for any liability events that occur on common property. Should there be an incident where there was a hazard that the O/C was aware of that caused an injury there may be a chance that the O/C (all lot owners) will be collectively liable. Further, these areas are considered a workplace for any contractors that the O/C is responsible for, so it is important the areas are maintained free of any risks where possible. Common property for O/C No.730320K is the land upon which Club Delaray is constructed once handed to the Owners Corporation. The Club is the subject of a lease agreement that makes it the responsibility of Club Delaray Limited.

RESOLUTION: It was resolved that the Owners Corporation will request a copy of the Safety Assessment Report from Club Delaray or;

THAT if Club Delaray do not obtain or provide a copy of the Safety Assessment Report to the Owners Corporation, the Owners Corporation will engage a contractor to conduct and prepare a Safety Assessment Report.

Motion Carried Unanimously

7. Finance:

7.1. Annual Financial Statements for the period ending 30th June 2023

RESOLUTION: It was resolved that Owners Corporation adopt the Annual Financial Statements for the period 1st July 2022 to 30th June 2023.

Motion Carried Unanimously

7.2. Owners Corporation Budget for the period 1st July 2023 to 30th June 2024 (enclosed)

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

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

Each owner will receive a fee notice with one amount for the administrative fund.

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

Your elected committee have reviewed and endorsed the enclosed Proposed Budget at a committee meeting held on 29th June 2023.

RESOLUTION: It was resolved that the Owners Corporation adopt the Proposed Budget for the financial year 1st July 2023 to 30th June 2024.

Motion Carried with Simple Majority

7.3. Owners Corporation Fees

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

Motion Carried with Simple Majority

It was proposed that the 2023/24 Owners Corporation Fees will be set at \$1,039.50.00 (incl GST) per annum for each standard lot.

Quarterly Levy Contribution (Incl. GST) per quarter	
OC Fees for 01/07/2023 - 30/09/2023 – Pre issued	\$ 247.50
OC Fees for 01/10/2023 - 31/12/2023 – Pre issued	\$ 247.50
OC Fees for 01/01/2024 - 31/03/2024	\$ 272.25
OC Fees for 01/04/2024 - 30/06/2024	\$ 272.25
Total Annual Levy Contribution	\$ 1,039.50

Note: Due to the timing of the 2023 AGM the fees for the period 01/07/2023 to 31/12/2023 have been pre-issued based on the previous budget. Following the approval of this year's budget, the last two quarters' fees will be adjusted to reflect the new fees.

7.3.2. Administrative Fund

RESOLUTION: The Owners Corporation resolved that, the annual Administrative Fund Owners Corporation Fees for the period of 12 months commencing **1 July 2023**, be struck in the amount of **\$345,870.00** plus GST as per the approved budget.

Motion Carried with Simple Majority

7.4. Owners Corporation Fees due 01/07/2024 and 01/10/2024.

Due to the timing of the 2024 Annual General Meeting, the first two quarterly levy contributions of the following financial year, being 01/07/2024 to 30/06/2025, fall due **before** the budget can be adopted.

The levy contributions for these quarters, being 01/07/2024 to 30/09/2024 with a due date of 01/07/2024 and 01/10/2024 to 31/12/2024 with a due date of 01/10/2024, are proposed as *pre-issued* quarterly levy contributions.

"Proposed 2024/2025 Pre-Issue Quarterly Levy Contribution (incl. GST) per quarter	
OC Fees for 01/07/2024 to 30/09/2024	\$ 260.00
OC Fees for 01/10/2024 to 31/12/2024	\$ 260.00

*****Pre-issue of levies will be raised as per the previous year's OC fees of the 23/24 financial year.**

RESOLUTION: It was resolved that Owners Corporation Fees for the first and second quarterly levy contributions of the financial year 01/07/2024 to 30/06/2025 be pre-issued and that these fees be set based on lot liability for the Administration Fund, payable in advance on 01/07/2024 and 01/10/2024 respectively.

Motion Carried with Simple Majority

7.5. Penalty Interest on arrears

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

The current interest rate is 10.0%

Motion Carried Unanimously

7.6. Waiving of Penalty Interest on Arrears

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

Motion Carried Unanimously

7.7. Debt Recovery

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

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

Motion Carried Unanimously

7.8. Cost Recovery

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

Motion Carried Unanimously

8. Insurance:

Certificate of Currency for this policy is enclosed.

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

Motion Carried Unanimously

Public Liability Cover

Name of Company:	M MMA – CGU Insurance
No. of Policy:	10M 8230315
Insured:	O/C No.1 PS730320K - Delaray
Public Liability Cover:	\$20 Million
Renewal Date:	20 February 2024

STANDING DIRECTION (INSURANCE RENEWAL)

Members are advised that in order for Quantum United Management Pty Ltd to automatically renew the insurance policies applicable to the property a "Standing Direction" is to be provided to Quantum United Management Pty Ltd. The insurance policy will be renewed at the "suggested" rate of cover indicated as per the insurer's recommendation on the renewal notice or as per the value recommended of a Valuation Report. The Manager shall obtain a Valuation Report every 3 years.

The information provided to the members is deemed to be given as General Advice only.

IMPORTANT NOTE: Members are advised that the Owners Corporation Insurance Policy does not provide protection for privately owned residential homes and that this is the responsibility of the owner to ensure adequate cover is in place.

9. Election of Owners Corporation No.1 PS730320K Committee

RESOLUTION: It was resolved the Owners Corporation appoint at least three and no more than seven (7) members to the Owners Corporation No.1 PS730320K Committee and that these members have the powers delegated to them pursuant to section 11 of the Owners Corporation Act.

The following members were elected for the Owners Corporation No 1 PS730320K Committee:

Kirsten Hayward
Natalie Zoudlik

Inderjeet Singh
Sonia Boscolo

Motion Carried Unanimously

10. Other Business

Inderjeet Singh queried about the status of the sales centre office at the Club.

The Manager advised that the Villawood development team have advised that they will be winding up sales towards the end of this year. The sales office will then become an empty space within the Club. The future and potential use of this space will be discussed further with the Delaray Working Group.

Sonia Boscolo queried on the status of the electrical car charger. The Manager informed that the original installer of the charging station had gone into liquidation and therefore the maintenance & services ceased. When a new charging station was installed, the Club had decided to incorporate a pay as you go arrangement, for use of the charging station, mainly due to the miss use of the charging station.

11. Close of Meeting

With no further discussion the meeting was declared closed at 7.01pm



BUSINESS PACK INSURANCE / CERTIFICATE OF CURRENCY Policy Number: 41U048014BPK

This certificate acknowledges that the policy referred to is in force for the period shown.

Details of the cover are listed below.

Policy Number: 41U048014BPK
Period of Insurance: From 20/02/2024 to 20/02/2025 at 4.00pm
Insured Name: OWNERS CORPORATION PLAN NO. PS730320K
ABN Number: Not Provided

Liability Section

		Sum Insured	Excess
Location:	2 BERWICK-CRANBOURNE RD CRANBOURNE EAST VIC 3977	Liability: \$20,000,000	
Type of Business:	VACANT LAND (COMMERCIAL)	Property Owner: Yes	
		Property Damage Excess:	\$500

Interested Party: None Noted

Clauses

- S50

PROPERTY OWNERS EXCLUDING TRADE RISK

The Public and products liability cover section of this Policy does not cover liability in respect of Personal injury, Property damage or Advertising injury arising out of or in connection with any Business, Profession, Trade or Manufacturing Operations other than as owner of Property (the subject of this Indemnity) conducted by You.

- SFT

APPLICABLE POLICY WORDING

When BUSINESS PACK INSURANCE is shown on the Policy Schedule Commercial/Retail/Industrial Policy wording QM485-1122 applies.

When TRADES PACK INSURANCE is shown on the Policy Schedule QBE Trade Policy QM207-0421 applies.

When OFFICE PACK INSURANCE is shown on the Policy Schedule QBE Office Policy QM208-1221 applies.

Issued by: QBE Australia
Date Issued: 20. February 2024

End of Certificate.

Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

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

1.3 Waste disposal

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

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

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

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

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

- (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
- (b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and parking on common property

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7. Dispute resolution

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

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



DELARAY
CLYDE NORTH

Owners Corporation Rules



DELARAY
CLYDE NORTH

CONTENTS

1. INTERPRETATION	1
(a) Club Delaray.....	1
(b) Landscaping	1
(c) Provision of Services	1
(d) Design Guidelines.....	1
(e) Developer Supervision	1
2. DEFINITIONS.....	1
3. USE OF LOTS – OWNER	2
(a) Display Lot	2
(b) Signs.....	2
(c) Development Rights	2
(d) Common Property	3
4. DEVELOPMENT AND MAINTENANCE OF A LOT	3
(a) Design Guidelines.....	3
(b) Builders' Site Refuse Guidelines	3
(c) Appearance of Residence	3
(d) Driveway	3
(e) Fencing.....	3
(f) Upkeep of Yard Areas	3
(g) Nature Strip	4
(h) Rubbish disposal	4
(i) Vermin	4
(j) General Appearance of Property.....	4
(k) Insurance.....	4
(l) Rectification of Non-Compliances	4
(m) Cease Construction on Demand	4
(n) Enforcement Costs	4
5. AMENITY CONTROLS.....	4
(a) Breach	4
(b) Alterations	5
(c) Interference with Cabling	5
(d) Use of Lot	5
(e) Garage	5
(f) Restrictions on Carparking	5
(g) Vehicle Repairs	6
(h) Signs.....	6
(i) Fencing.....	6
(j) Insurance Premiums.....	6
(k) No Damage to Common Property	6
(l) No Interference with Common Property	7
(m) Articles on Common Property	7
(n) Storage on Common Property	7
(o) Cause a danger.....	7
(p) Noise.....	7
(q) Behaviour	7
(r) Pets and Animals	7
(s) Compliance	8

6. OWNERS CORPORATION - PROVISION OF SERVICES AND LEVIES.....	8
(a) Services.....	8
(b) Cost	9
(c) Lease or Licence	9
(d) Owners Corporation may Rectify	9
7. RECREATIONAL FACILITIES.....	9
(a) Invitees to be accompanied	9
(b) Alcohol	9
(c) Smoking	9
(d) Behaviour	9
(e) Clothing	9
(f) Risk.....	10
(g) Notification of Damage	10
(h) Compensation.....	10
(i) Obey Directions	10
8. RECREATIONAL FACILITIES RULES.....	10
(a) Additional Rules	10
(b) Breach.....	10
9. NON-COMPLIANCE	10
(a) Recovery of Costs	10
(b) Enforcement.....	11
(c) Recovery of Expenditure	11
10. GST	11
(a) Definition	11
(b) Payment	11
11. DISPUTE RESOLUTION.....	11
12. ADDITIONAL RULES.....	12
SCHEDULE 1	13
SCHEDULE 2	14
13. DEFINITIONS.....	14
14. DESIGN ASSESSMENT PANEL	14
(a) Establishment.....	14
(b) Owners Corporation Role.....	14
(c) Membership of the Design Assessment Panel	14
(d) Termination of Appointment	14
15. MEETINGS OF THE DESIGN ASSESSMENT PANEL	15
(a) Meeting	15
(b) Quorum	15
(c) Chair	15
(d) Voting	15
(e) Investigate.....	15
16. POWERS AND FUNCTIONS OF THE DESIGN ASSESSMENT PANEL	15
(a) Application	15
(b) Services of Consultants.....	16

17. WORKS CARRIED OUT BY THE MEMBER	16
(a) Development	16
(b) Application for Approval	16
(c) Consultant's Costs.....	16
(d) Fees	17
(e) Certification.....	17
18. PROCEEDING WITH WORKS.....	17
(a) Carry Out Works	17
(b) Failure to Comply	17
(c) Development of Lot to be Completed in Accordance with Application	18
(d) Owners Corporation May Proceed	18
19. INSPECTION AND CORRECTION OF WORKS.....	18
(a) Inspection	18
(b) Non-Compliance.....	18
(c) Remedy Non-Compliance	18
20. NON LIABILITY OF MEMBERS	19
(a) Owners Corporation Not Responsible	19
(b) Not Responsible for Loss	19
21. VARIANCE OF WORKS	19
22. MONITORING COMPLIANCE	19
(a) Inspection	19
(b) Notify Owners Corporation	19
(c) Reporting	19
(d) Investigations.....	19
(e) Confidentiality	20
23. OWNER'S EXEMPTION.....	20

1. INTERPRETATION

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

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

2. DEFINITIONS

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

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

Club Delaray means any facilities erected by the Developer on the Land for the use of all Members;

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

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

Design Guidelines means the Delaray Design Guidelines (a copy of which can be obtained from the website at <http://www.delarayclyde.com.au/guidelines.htm>) as amended from time to time;

Developer means Tuckers Road Holdings Pty Ltd ACN 144 703 346 or its assignee;

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

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

Lot means any lot on the Plan of Subdivision;

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

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

Owner means Tuckers Road Holdings Pty Ltd ACN 144 703 346 and includes its assigns, transferees or successors in title to the uncompleted portions of the Development and the mortgagees and chargees thereof;

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

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

Plan of Subdivision means Plan of Subdivision No. PS730320K which is the subject of these Rules, including any subsequent stages of subdivision to be incorporated into this Plan of Subdivision;

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

Residence means one permanent non-transportable private residence;

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

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

3. **USE OF LOTS – OWNER**

(a) Display Lot

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

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

(b) Signs

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

(c) Development Rights

Notwithstanding any other rule, the Owner:

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

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

4. DEVELOPMENT AND MAINTENANCE OF A LOT

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

- (a) Design Guidelines

Must comply with the Design Guidelines;
- (b) Builders' Site Refuse Guidelines

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

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

Must construct a driveway leading from the Residence to the road prior to the occupation of the Residence by the Member;
- (e) Fencing

Must erect fencing around the Lot subject to the requirements of these Rules and the Design Guidelines within three months of the issue of an occupancy permit for the construction of the Residence;
- (f) Upkeep of Yard Areas

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

- (g) Nature Strip
Must maintain and keep tidy any nature strip adjoining the Lot;
- (h) Rubbish disposal
 - (i) Must ensure that the disposal of rubbish or waste does not adversely affect the health, hygiene or comfort of the Occupiers or users of other Lots;
 - (ii) Must conceal all rubbish bins from public view except on the days and during the times designated for rubbish disposal;
- (i) Vermin
Must take all practicable steps to prevent infestation of the Lot by vermin or insects;
- (j) General Appearance of Property
Must keep the Lot free of rubbish;
- (k) Insurance
Must ensure that any improvements, constructed on the Lot are insured for full replacement value;
- (l) Rectification of Non-Compliances
Must rectify any non-compliance with the approved plans and specifications for the works in accordance with any notice in writing served on the Member by the Developer until the Date of Completion of the Development or thereafter by the Owners Corporation or its delegate;
- (m) Cease Construction on Demand
Must cease construction of works on a Lot if required by notice in writing served by the Developer until the Date of Completion of the Development or thereafter by the Owners Corporation or its delegate pending resolution of any dispute about a non-compliance with the approved plans and specifications for the Lot; and
- (n) Enforcement Costs
Must pay all costs incurred by the Developer or the Owners Corporation in respect of the enforcement of the Rules or the Design Guidelines in respect of the Member's Lot.

5. AMENITY CONTROLS

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

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

(b) Alterations

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

(c) Interference with Cabling

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

(d) Use of Lot

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

(e) Garage

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

(f) Restrictions on Carparking

(i) Commercial vehicles

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

(ii) All vehicles

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

(iii) Vehicles on Common Property

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

- (A) to be parked or left in parking spaces situated on Common Property and allocated for other Lots; or

- (B) on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a Lot; or
 - (C) in any place other than a parking area situated on Common Property specified for that purpose by the Owners Corporation.
- (g) Vehicle Repairs

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

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

 - (i) the Lot is being advertised for re-sale and in such a case only one advertising sign will be permitted;
 - (ii) the signage is for a display home and the consent in writing of the Design Assessment Panel has been obtained;
 - (iii) the signage is for builders or tradespersons identification during construction of the Residence provided:
 - (A) the signage has a maximum size of 600mm x 600mm; and
 - (B) the signage is removed within 10 days of the issue of the occupancy permit.
- (i) Fencing
 - (i) Not construct any fence that does not comply with the Design Guidelines;
 - (ii) Not alter or remove any fence without the approval of the Owners Corporation;
 - (iii) Not allow any fence to fall into a state of disrepair;
 - (iv) Not claim any cost of maintenance of or repairs to the fence from the Owner if the Owner is the owner of an adjoining Lot; nor
 - (v) Not repair or renew the fence with any materials which are not of the same nature, quality and standard as those originally used for the construction thereof;
- (j) Insurance Premiums

Not do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation, without the prior written consent of the Owners Corporation;
- (k) No Damage to Common Property

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

(l) No Interference with Common Property

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

(m) Articles on Common Property

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

(n) Storage on Common Property

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

(o) Cause a danger

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

(p) Noise

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

(i) carry on a noxious or offensive activity; or

(ii) make or allow noise in a Lot or on Common Property that will interfere with the enjoyment of a Lot or the Common Property by others;

(q) Behaviour

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

(r) Pets and Animals

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

(A) does not interfere with the enjoyment of a Lot or the Common Property by others;

(B) minimises the adverse impact of such pets on fauna in a Lot and in Common Property;

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

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

- (iv) Cats must be kept indoors during the hours of darkness and must at all times wear a collar and bell;
 - (v) All animals must wear an identification tag clearly showing the Member's address and telephone number;
 - (vi) Any excrement deposited by a pet on the Common Property must be removed promptly by the owner of the pet;
 - (vii) Any Member who keeps and maintains a pet will be liable for any and all action by the pet whether or not the Member had knowledge, notice or forewarning of the likelihood of such action;
 - (viii) If any animal causes a nuisance the Owners Corporation may give notice that the animal is causing a nuisance. If the owner does not take steps to prevent further nuisance from occurring the Owners Corporation may give notice to remove the animal from the Lot or Common Property (or both). The Member must remove the animal from the Lot or the Common Property immediately upon receipt of the notice from the Owners Corporation;
- (s) Compliance
- Ensure that the Occupier of a Member's Lot complies with the controls referred to in this clause 5.

6. OWNERS CORPORATION - PROVISION OF SERVICES AND LEVIES

Each Member of the Owners Corporation agrees that:

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

(b) Cost

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

(c) Lease or Licence

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

(d) Owners Corporation may Rectify

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

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

7. RECREATIONAL FACILITIES

Each Member must observe the following rules in relation to Club Delaray in the Development and must ensure that any invitee does not use Club Delaray except in accordance with the following rules or such other rules as determined pursuant to rule 8:

(a) Invitees to be accompanied

Member's invitees must only use Club Delaray if accompanied by a Member;

(b) Alcohol

Alcohol is not to be taken into or consumed around Club Delaray without the prior consent of the Owners Corporation;

(c) Smoking

Smoking is not permitted inside any buildings forming part of Club Delaray;

(d) Behaviour

No Member or Member's invitee is permitted to behave in a manner in or in the vicinity of Club Delaray which interferes with the use and enjoyment of those Recreational Facilities by any other person;

(e) Clothing

Suitable clothing must be worn in Club Delaray at all times;

- (f) Risk

All users of Club Delaray do so at their own risk;
- (g) Notification of Damage

A Member must promptly notify the Owners Corporation or the Owners Corporation Manager on becoming aware of any damage to, or defect in, the Common Property or any personal property vested in the Owners Corporation;
- (h) Compensation

A Member must compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Member or its invitees; and
- (i) Obey Directions

Each Member and Member's invitee must obey any lawful direction given to them by the Owners Corporation.

8. RECREATIONAL FACILITIES RULES

- (a) Additional Rules

The Owners Corporation may make additional rules relating to the use of Club Delaray 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.

9. NON-COMPLIANCE

- (a) Recovery of Costs

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

 - (i) the Member must allow the Owners Corporation, its employees, contractors, or agents to enter the Lot and rectify the non-compliance;
 - (ii) the Member must pay to the Owners Corporation any charges levied against the Member in respect of the costs incurred by the Owners Corporation relating to the non-compliance including without limitation administrative costs, legal costs and the costs of any works performed to rectify the non-compliance which (until paid) are and shall be a charge on the Lot;
 - (iii) the Member must accept a certificate signed by the Secretary of the Owners Corporation or Owners Corporation Manager as prima facie proof of the costs and expenses incurred by the Owners Corporation relating to the Member's non-compliance with these Rules;
 - (iv) the Member must pay interest at the rate of 2% below the rate prescribed under the *Penalty Interests Rates Act* 1983 on outstanding

fees and charges set under Regulation 202(1)(a) or (b) until they are paid;

- (v) any payments made for the purposes of these Rules shall be appropriated first in payment of any interest and any unpaid costs and expenses of the Owners Corporation and then be applied in repayment of the principal sum; and
- (vi) any costs incurred by the Owners Corporation relating to the non-compliance of the Member are costs incurred in the performance of a service to that Member.

(b) Enforcement

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

(c) Recovery of Expenditure

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

10. GST

(a) Definition

For the purposes of this rule:

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

(b) Payment

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

11. DISPUTE RESOLUTION

- (a) The grievance procedure set out in this rule applies to disputes involving a Member, Owners Corporation Manager, or an Occupier or the Owners Corporation.

- (b) The party making the complaint must prepare a written statement in the approved form.
- (c) If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- (d) If there is no grievance committee, the Owners Corporation must be notified of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.
- (e) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (f) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (g) If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the *Owners Corporations Act 2006*.

12. ADDITIONAL RULES

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

SCHEDULE 1

BUILDERS' SITE REFUSE GUIDELINES

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

SCHEDULE 2

DESIGN ASSESSMENT PANEL

13. DEFINITIONS

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

Applicant means a Member who makes an Application;

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

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

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

14. DESIGN ASSESSMENT PANEL

(a) Establishment

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

(b) Owners Corporation Role

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

- (i) the Design Assessment Panel is constituted from time to time in accordance with this rule 14;
- (ii) meetings of the Design Assessment Panel are convened as required in order for the Design Assessment Panel to fulfil its functions as set out in these rules.
- (iii) act as secretary of the Design Assessment Panel in receiving, reviewing and distributing all correspondence addressed or directed to the Design Assessment Panel.
- (iv) receive and account for all monies payable in relation to Approvals and the functions of the Design Assessment Panel.

(c) Membership of the Design Assessment Panel

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

(d) Termination of Appointment

- (i) A person appointed to be a member of the Design Assessment Panel vacates office:
 - (A) upon receipt by the Owners Corporation of notice in writing from that member of the resignation of that member;

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

15. MEETINGS OF THE DESIGN ASSESSMENT PANEL

(a) Meeting

The Design Assessment Panel constituted in accordance with rule 14 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.

16. POWERS AND FUNCTIONS OF THE DESIGN ASSESSMENT PANEL

(a) Application

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

any further information that is requested in writing by the Design Assessment Panel to the Applicant.

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

(b) Services of Consultants

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

17. WORKS CARRIED OUT BY THE MEMBER

(a) Development

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

(b) Application for Approval

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

(c) Consultant's Costs

- (i) The Design Assessment Panel may:

- (A) determine that the Member is to pay the whole or part of the cost to the Design Assessment Panel of any consultant retained by the Design Assessment Panel to advise and assist the Design Assessment Panel to consider the Application ("Consultant's Costs"); and
 - (B) require the Member to pay to the Owners Corporation a sum of money sufficient, in the estimation of the Design Assessment Panel to meet the liability of the Consultant's Costs.
 - (ii) The Design Assessment Panel is not obliged to consider the Application until payment by the Member to the Owners Corporation of all sums of money determined as payable under these rules.
- (d) Fees

The Design Assessment Panel may from time to time determine a fee or fees to be paid by a person making an Application. The Design Assessment Panel may determine different fees for different Applications depending on their nature and complexity.
- (e) Certification
 - (i) A Member must prior to occupation and after the final building occupancy permit is issued, apply to the Owners Corporation for a certificate that in the opinion of the Owners Corporation all development on the Member's Lot is complete in accordance with the Approval. The Owners Corporation is to refer such application to the Design Assessment Panel for assessment in the manner set out in rule (a) so far as it may apply to such an application.
 - (ii) A Member must not take occupation of a Lot after development until after the Owners Corporation has issued a certificate in accordance with rule (i). Failure to comply with this rule will entitle the Design Assessment Panel to require that the bond be forfeited to the Owners Corporation.

18. PROCEEDING WITH WORKS

- (a) Carry Out Works

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

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

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

The Member is to complete the development of the Lot in accordance with the construction schedule set out in the Approval and in any event is to complete the works within one (1) month after the finish date specified in the Approval except and for so long as such completion is rendered impossible due to strikes, fires, national emergencies, natural calamities or other supervening forces beyond the control of the Member or would result in great hardship to the Member.

(d) Owners Corporation May Proceed

If the Owner fails to comply with this rule, the Owners Corporation is to proceed in accordance with the provisions of rule 19 as though the failure to complete the improvements were a noncompliance.

19. INSPECTION AND CORRECTION OF WORKS

(a) Inspection

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

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

(b) Non-Compliance

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

(c) Remedy Non-Compliance

If the Member does not comply with the notice as provided in rule (b) the Design Assessment Panel may at the expense of the Member do whatever is necessary to remedy the non-compliance including the issuing of proceedings

in the relevant jurisdiction seeking an order that the non-compliance be rectified or such other orders as may be deemed appropriate.

20. NON LIABILITY OF MEMBERS

(a) Owners Corporation Not Responsible

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

(b) Not Responsible for Loss

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

21. 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.

22. 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 17(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 16(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.

23. OWNER'S EXEMPTION

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



DELARAY
CLYDE NORTH

Building Design Guidelines



DELARAY
CLYDE NORTH

CONTENTS

MESSAGE FROM VILLAWOOD	3
1.1 Operation of the Design Guidelines.....	4
1.2 Construction of your home	4
2. APPROVAL PROCESS	5
2.1 PROCESS FOR APPROVAL	5
2.1.1 Lots 250m ² and Greater.....	5
2.1.2 Lots Smaller than 250m ²	6
2.2 DAP PROCESS	7
2.3 PLAN SUBMISSION.....	8
2.4 RE-SUBMISSION.....	8
2.5 APPROVAL	8
2.6 BUILDING PERMIT.....	8
2.7 CONSTRUCTION.....	9
3. SITING & ORIENTATION	10
3.1 CONSIDERATIONS	10
3.2 LAND USE.....	10
3.3 HOUSE ORIENTATION (Not applicable for lots < 250m ²).....	10
3.4 DWELLING ARTICULATION.....	10
3.5 BUILDING ENVELOPES AND SETBACKS (Not applicable for lots < 250m ²)	11
3.6 BUILDING HEIGHT (Not applicable for lots < 250m ²)	13
3.7 SLOPE CONSIDERATIONS.....	13
3.8 SITE COVERAGE	13
4. BUILT FORM	14
4.1 ARCHITECTURAL STYLE.....	14
4.2 MATERIALS AND COLOURS	14
4.3 DWELLING SIZE.....	15
4.4 TERRACE AND DUPLEX STYLE DWELLINGS	15
4.5 TWO STOREY DWELLINGS.....	15
4.6 CORNER ALLOTMENTS.....	15
4.7 ENERGY EFFICIENCY	16
4.8 ROOFS.....	16
4.9 GARAGES.....	16
4.10 OVERSHADOWING	17
4.11 PRIVACY AND OVERLOOKING	17
5. EXTERNAL CONSIDERATIONS.....	18

5.1 ACCESS AND DRIVEWAYS	18
5.2 FENCES.....	18
5.3 WATER SAVING INITIATIVES.....	20
5.4 LETTERBOXES.....	21
5.5 GENERAL.....	21
5.6 LANDSCAPING AND TREE PROTECTION.....	23
5.7 CONSTRUCTION MANAGEMENT	24
5.8 BROADBAND NETWORK	24
6. NOTES AND DEFINITIONS	26
6.1 NOTES ON RESTRICTIONS.....	26
6.2 GENERAL DEFINITIONS	26
6.3 ADDITIONAL DEFINITIONS.....	26
7. BUILDING ENVELOPES	28
8. BUILDING ENVELOPE PROFILES	29
9. SMALL LOT HOUSING CODE	34
10. CHECK LIST.....	35

MESSAGE FROM VILLAWOOD

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

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

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

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

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

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

1.1 Operation of the Design Guidelines

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

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

Swimming pools do not require DAP approval. Please note that swimming pools will require a building permit.

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

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

1.2 Construction of your home

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

2. APPROVAL PROCESS

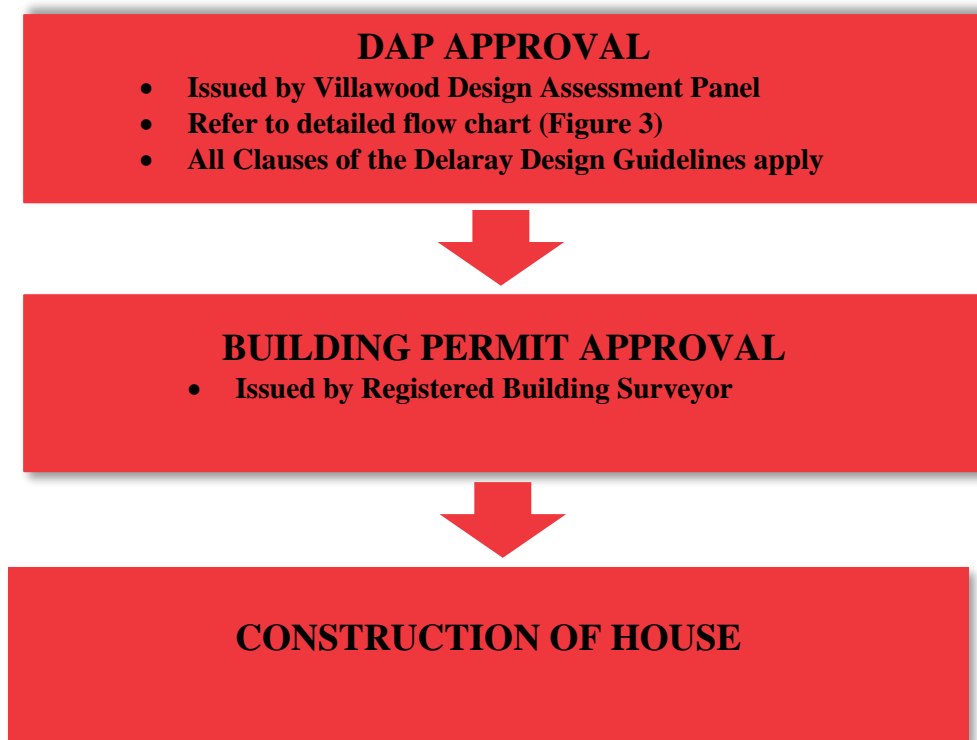
2.1 PROCESS FOR APPROVAL

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

2.1.1 Lots 250m² and Greater

If your lot is 250 square metres or greater in size, then the following approvals process applies:

Figure 1. Approval Process for Lots Greater than 250m²

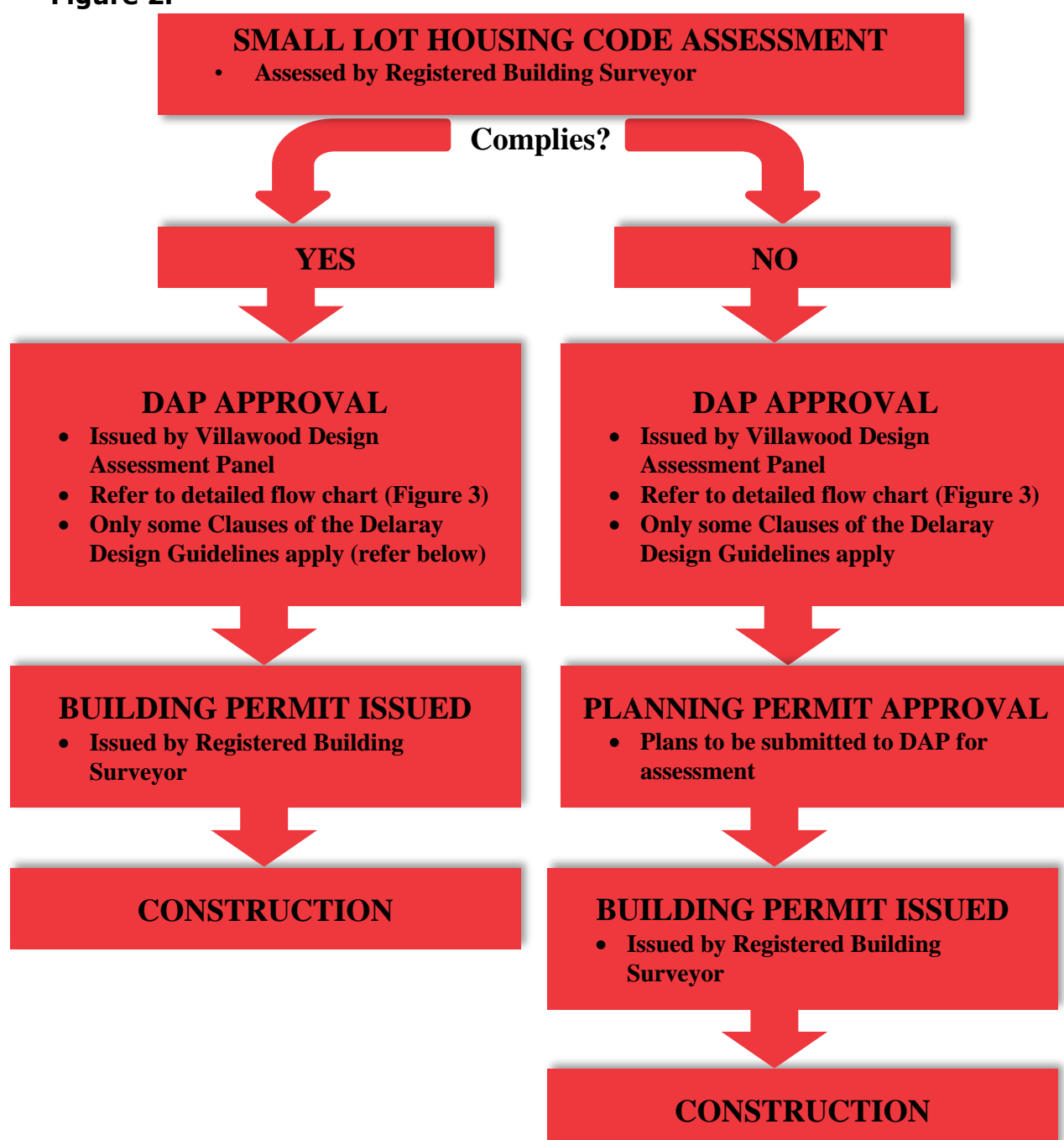


2.1.2 Lots Smaller than 250m²

If your lot is smaller than 250 square metres, Council requires that your house goes through an additional approval process which requires your house design to be assessed against the Small Lot Housing Code. A copy of the Small Lot Housing Code is attached (refer Section 9 of the Guidelines).

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

Figure 2.



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

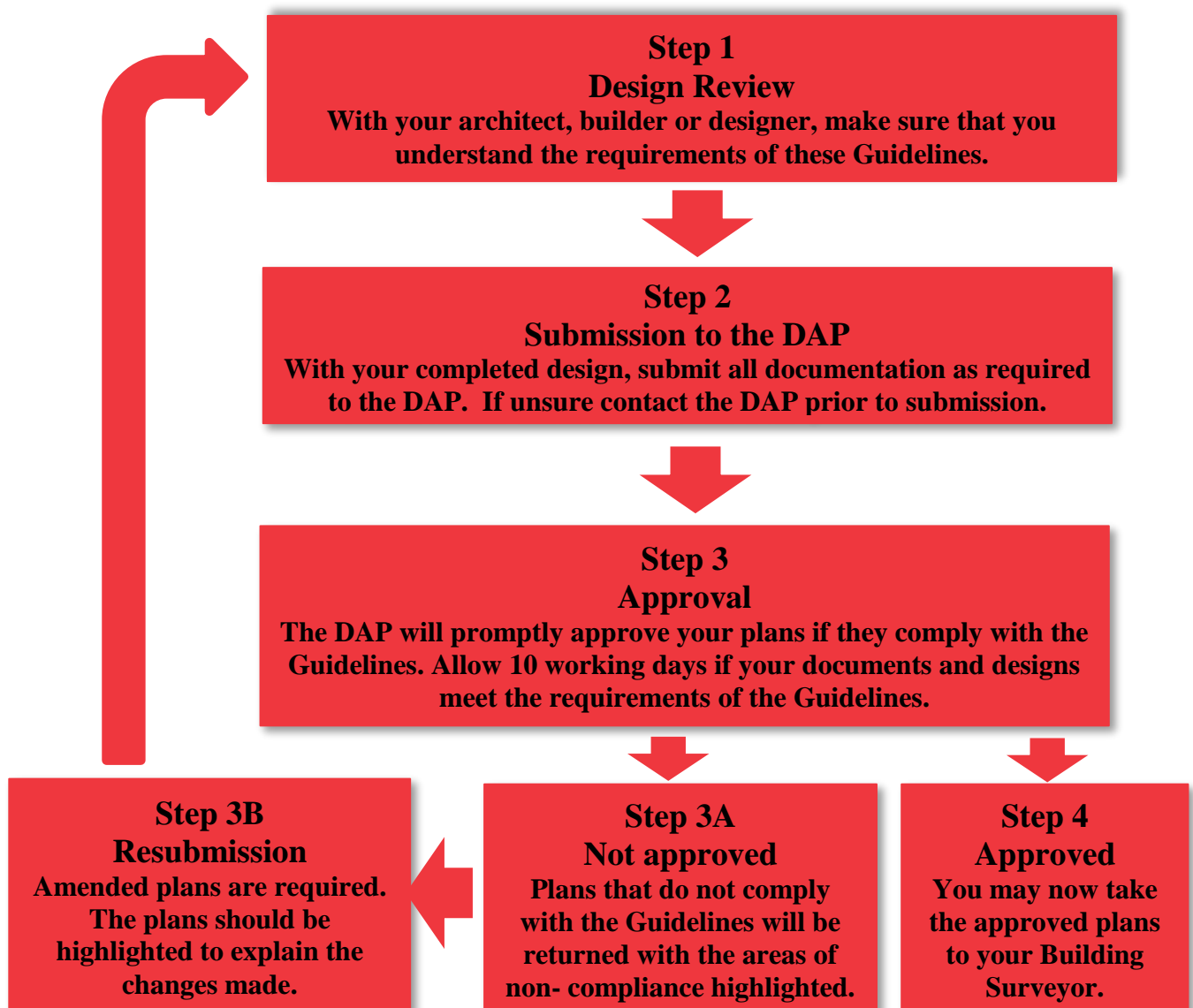
- 3.3 House Orientation
- 3.5 Building Envelopes and setbacks
- 3.6 Building Height
- 3.8 Site Coverage
- 4.10 Overshadowing
- 4.11 Privacy and Overlooking

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

2.2 DAP PROCESS

Figure 3 provides a summary of the DAP process.

Figure 3. DAP Process



2.3 PLAN SUBMISSION

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

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

- Site plan (1:200 scale) showing:
 - setbacks from all boundaries
 - Building Envelope
 - Existing contours
 - Proposed finished floor levels and site levels
 - External features including driveways, paths, fencing and outbuildings
 - Landscaping
- House floor plans (1:100 scale)
- Elevations from four sides (1:100 scale)
- Schedule of external materials and colours. Colour swatches must be provided.
- Completed Check List (refer Section 10 of Guidelines)
- **Note: do not include internal fit-out details such as kitchens, electrical plans etc.**

Submit all information or queries to:

DELARAY DESIGN ASSESSMENT PANEL
c/- dap@kosaarchitects.com.au
or telephone contact on 03 98492435

2.4 RE-SUBMISSION

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

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

2.5 APPROVAL

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

2.6 BUILDING PERMIT

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

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

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

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

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

2.7 CONSTRUCTION

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

3. SITING & ORIENTATION

3.1 CONSIDERATIONS

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

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

3.2 LAND USE

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

3.3 HOUSE ORIENTATION (Not applicable for lots < 250m²)

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

3.4 DWELLING ARTICULATION

To ensure that dwellings constructed within the community are designed to a high quality contemporary standard, they should be designed so that front and secondary street frontage facades are well articulated. Broad flat surfaces extending greater than 6 metres are not 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 verandas, porticos and pergolas
- Feature gable roof
- Continuation of window style



Acceptable articulation



No articulation - not acceptable

3.5 BUILDING ENVELOPES AND SETBACKS (Not applicable for lots < 250m²)

Building Envelopes

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

For lots abutting a reserve, a minimum 1 metre offset is required from any boundary.

Setbacks

The following setbacks for houses and garages must be met.

(i) The Front Street

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

Garages must be located or set back behind the front façade of the home and a minimum of 5.5m from the street frontage unless otherwise noted on the Building Envelope plan.

(ii) Splayed and curved street frontages

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

(iii) The Side Boundaries

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

(iv) The Side Street Boundary

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

(v) The Rear Boundary

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

height limit for a rear setback as dimensioned on the Building Envelope plan.

(vi) Walls on boundaries

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

Within the BBZ, the following apply:

- Walls within the Building to Boundary Zone are allowed.
- Carports and verandas are not permitted to be built to the boundary.
- Maximum height of a wall in the BBZ is restricted to 3.6 metres.
- Walls less than 1.0 metres from the boundary must be within 150 mm of the boundary.
- Only garages are permitted to be built to the boundary other than terrace allotments.

(vii) Encroachments

Side, Side Street and Rear: The following may encroach into the specified setback distances by not more than 600 mm:

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

The following may encroach into the specified setback distances:

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

Front: The following may encroach into the specified front street setback distances by no more than 1500 mm:

- Porches, verandas and balconies 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
- Eaves, fascias and architectural features
- Gutters are exempt from calculations

(viii) Edge Boundary

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

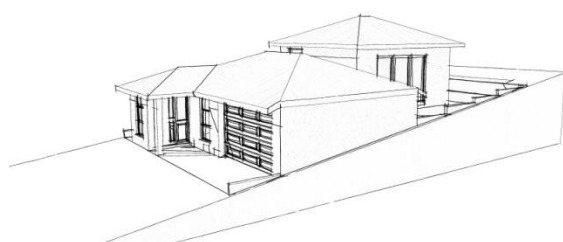
3.6 BUILDING HEIGHT (Not applicable for lots < 250m²)

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

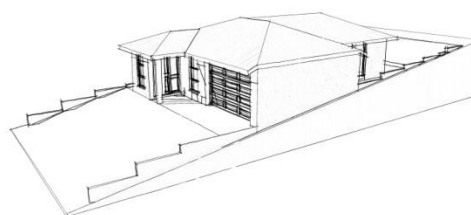
For the purpose of the Guidelines, a maximum wall height of 7.2 metres is permitted above natural ground level. Natural ground/surface level is defined as the ground level after engineering works associated with the subdivision have been completed. Sloping sites which may allow additional built area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

3.7 SLOPE CONSIDERATIONS

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



Correct level of excavation



Incorrect level of excavation

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

3.8 SITE COVERAGE

Unless otherwise specified in the notations to the Building Envelopes as they apply to particular allotments, buildings must not occupy more than 60% of the lot, with the exception of S & T profile lots which may have a maximum site coverage of 70% of the lot.

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

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

4. BUILT FORM

4.1 ARCHITECTURAL STYLE

At Delaray 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.

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

Houses with identical facades may not be constructed in close proximity and identical houses must be separated by a minimum of four houses in any direction. This will only be permitted where lots are less than 250 square metres and are located next to each other, but do not share a common street frontage. The appearance of dwellings should provide a degree of richness and variety ensuring the creation of pleasant, interesting streetscapes.

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

4.2 MATERIALS AND COLOURS

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

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

External Walls

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

Roofs

- The roof is to be constructed of steel or masonry or as approved by the DAP. Roof colours which reflect the natural tones of the environment at Delaray are recommended and the use of Colorbond is encouraged.

4.3 DWELLING SIZE

The minimum dwelling size is:

- 150 square metres (approx. 16 squares) excluding garage for allotments with an area of 500 square metres or greater.
- 110 square metres (approx. 13 squares) excluding garage for allotments with an area of less than 500 square metres excluding terrace lots.
- 85 square metres (approx. 9 squares) excluding garage for terrace lots.

4.4 TERRACE AND DUPLEX STYLE DWELLINGS

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

4.5 TWO STOREY DWELLINGS

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

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

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

4.6 CORNER ALLOTMENTS

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

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

Materials used on the front façade must extend to the secondary frontage for a minimum of 3 metres. Corner features must be forward of the return fence and/or readily visible from the public realm. Other treatments may be considered to the satisfaction of the DAP.

4.7 ENERGY EFFICIENCY

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

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

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

4.8 ROOFS

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

4.9 GARAGES

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

All lots greater than 250 square metres must have garages setback a minimum 5.5m from the main street frontage, unless otherwise specified in the Creation of Restriction on the Plan of Subdivision or approved by the DAP.

Garages must be constructed within the Building Envelope. Double garages must be provided on lots greater than 12.5 metres in width. 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 - this would cause detriment to adjoining properties.

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

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 so as to present an interesting and integrated façade.



4.10 OVERSHADOWING

This item is covered within the building envelope plan and profile diagrams.

Building Regulation 416, 417 & 418 is superseded by this Guideline.

4.11 PRIVACY AND OVERLOOKING

This item is covered within the building envelope plan and profile diagrams.

Building Regulation 419 is superseded by this Guideline.

5. EXTERNAL CONSIDERATIONS

5.1 ACCESS AND DRIVEWAYS

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

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

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



Examples of approved driveway finished.

All driveways must be completed within three months of the Occupancy Permit being issued.

5.2 FENCES

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

Fences may be stained with a clear finish but must not be painted with coloured stains or paint.

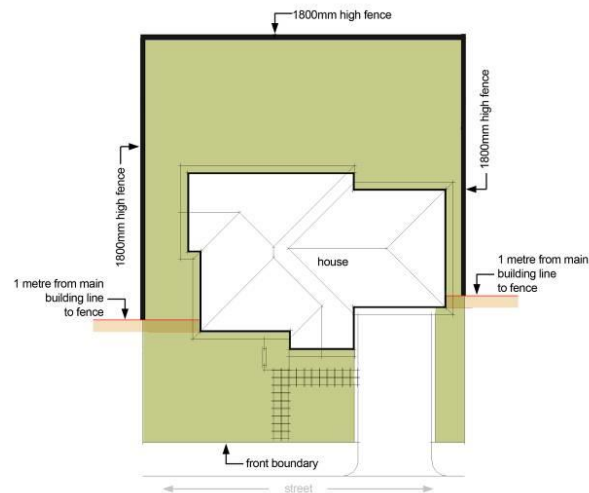
On side boundaries, no fencing is permitted forward of the building line.

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

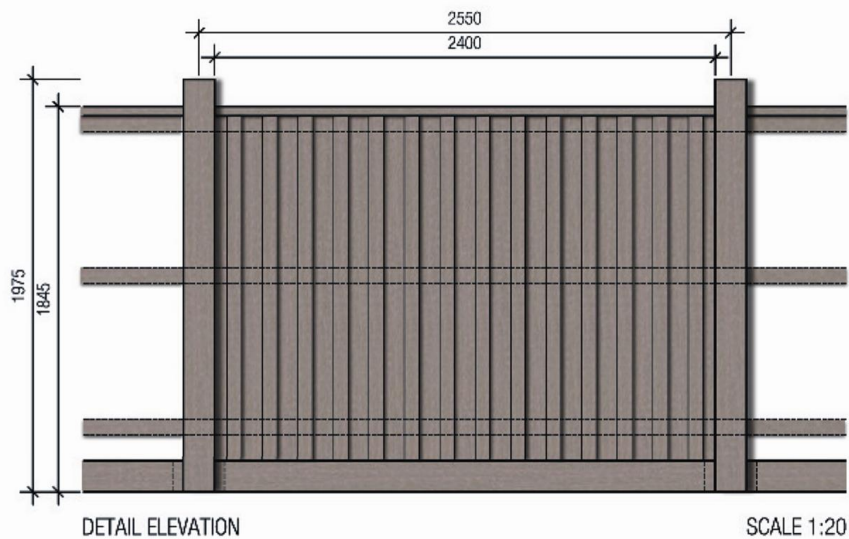
All fencing must be constructed in accordance with the Restrictive Covenant as detailed on the relevant Plan of Subdivision and as approved in writing by the DAP. For the purposes of these Guidelines, the prescribed fence height of 1.8 metres to the side street, side and rear boundaries will be exempt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

On corner allotments, the side fence should continue along the nominated side street to within 3 metres behind the line of the house and returned to the house.

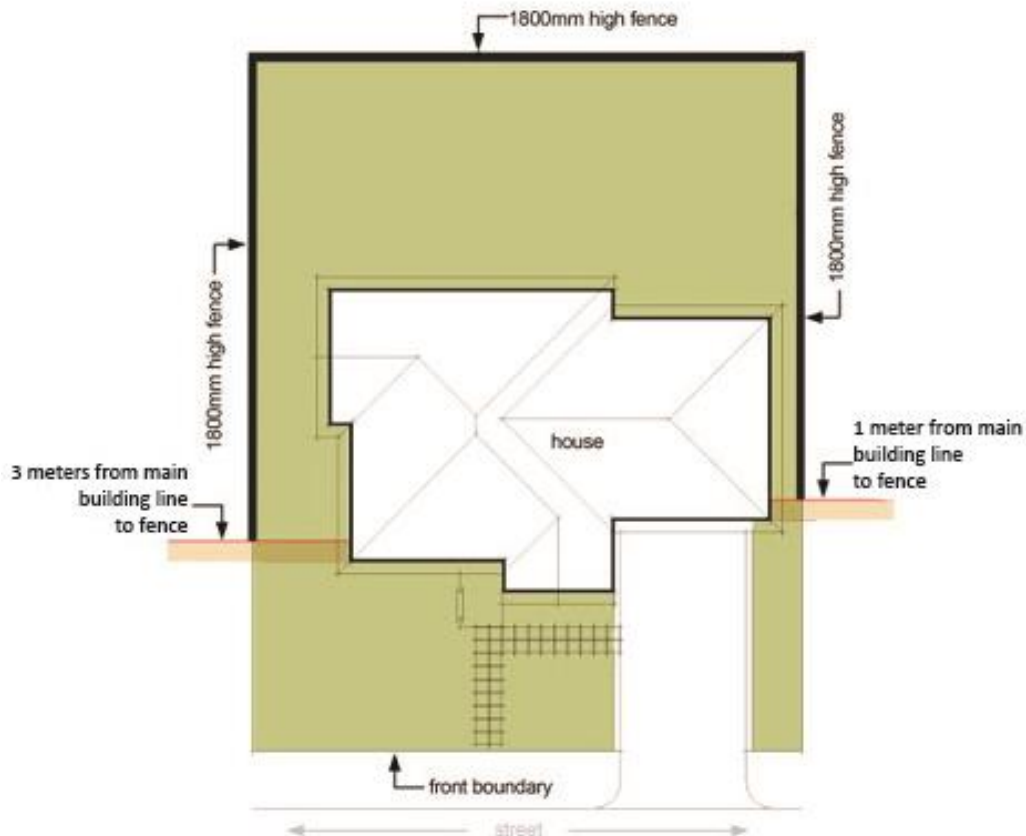
Fences permitted by the Guidelines are not deemed to overshadow the recreational private open space on the allotment.



Depiction of typical boundary fencing location



Elevations of typical paling fence



Depiction of corner lot fence



Side boundary fence elevation

5.3 WATER SAVING INITIATIVES

Recycled Water will be made available to all homes at Delaray. All homes must provide for a connection to the recycled water for use in garden taps, toilet flushing, car washing and the like at the cost of the lot owner.

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

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

5.4 LETTERBOXES

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

Rainwater Tanks must be not visible from the street frontage.

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

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

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

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

Advertising Signage

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

- Only one advertising sign will be permitted to be erected on a lot that is being advertised for resale AND only after the developer has sold ALL lots in the relevant stage.
- Display home signage will be permitted but only with the written approval of the DAP and the Delaray council.
- Builders or tradespersons identification required during construction of the dwelling to a maximum size of 600mm x 600mm. Such signs must be removed within 10 days of the issue of the Occupancy Permit.

Sheds

Sheds should be restricted in size and must be in harmony with the other buildings. Sheds are to have a maximum wall height of 2.4m, maximum ridge height of 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. If the shed is >10 square metres it will require a building permit.

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 but it is noted that swimming pools do require a building permit.

Window Furnishings

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

5.6 LANDSCAPING AND TREE PROTECTION

General Guidelines

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

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

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

Front Gardens

All landscaped areas to the front of the house must be established within three months of the issuing of the Occupancy Permit to ensure good presentation is achieved for the local community. The front garden should include a variety of plants, lawn, garden beds that incorporate ground covers, small to medium shrubs and at least one advanced feature tree in a 75 litre pot when planted.



Examples of acceptable landscaping treatments.

Embankments

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



Not acceptable



Acceptable

5.7 CONSTRUCTION MANAGEMENT

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

5.8 BROADBAND NETWORK

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

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

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

Step 1. Conduit (Pipe) Installation

Prepare your home ready for Opticomm fibre connection as per the Cable Entry Guidelines on the Optitcomm website www.opticomm.net.au

You must make sure your builder has installed a 32mm white telecommunications conduit from the front boundary of your lot to the garage / meter box location.

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 Delaray Optical Fibre Network has to offer. It is recommended that you arrange a quote to cable your new home from your builder 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 Occupancy Permit or are about four (4) 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 TV signals
- Access to Foxtel Pay TV signals (resident to arrange for Foxtel connection at their cost)

Step 4. Contact a Retail Internet and Telephone Service Provider

Finally, the last step involves contacting a Retail Service Provider to arrange the connection of your Retail Internet and Telephone Services. You will be contacting 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 Delaray in Clyde
- Make sure you give them your full address
- Tell them whether you have moved in yet
- Advise them whether you have had OptiComm install the Optic Fibre and Hardware in the enclosure near your meter box – this will affect the time it takes to connect services
- If speaking with Foxtel make sure you tell them you are in an OptiComm Fibre Estate and the "ONT" (Optical Network Terminal) is installed

For further information please refer to:

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

6. NOTES AND DEFINITIONS

6.1 NOTES ON RESTRICTIONS

- Ground level after engineering works associated with the subdivision is to be regarded as natural ground level.
- In the case of a conflict between the Building Envelope plan or Profile Diagrams and these written notations, the order of precedence is as follows:
 1. Building Envelope plan
 2. Creation of Restriction on Plan of Subdivision
 3. Design Guidelines
- 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 4 of *Building Regulations 2006*:

- 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 directed 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.

Terrace lot

A lot defined by the building envelope plan as either having an S or a T profile, a lot that permits building to the boundary to a greater extent than a standard allotment.

7. BUILDING ENVELOPES

Refer attached Building Envelopes

Building regulation 414 & 415 are superseded by the Approved Building Envelopes.

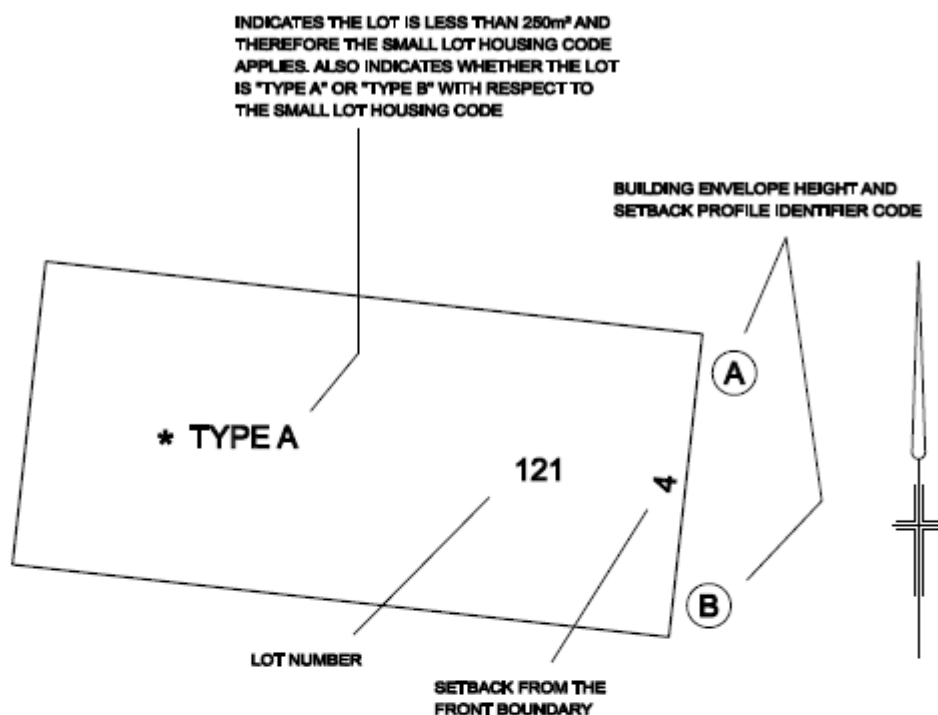
Please refer to Building Envelope Plan for relevant stage.

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

8. BUILDING ENVELOPE PROFILES

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

DELARAY CLYDE SETBACK PROFILES





THESE BUILDING ENVELOPE SETBACK PROFILES FORM PART OF THE "DELARAY CLYDE BUILDING DESIGN GUIDELINES." PLEASE REFER TO THESE GUIDELINES FOR FURTHER INFORMATION



EASEMENT REQUIREMENT

WHERE A PROFILE WHEN APPLIED COVERS AN EASEMENT, THE PORTION OF THE PROFILE ABOVE THE EASEMENT CANNOT BE CONSIDERED FOR APPROVAL / BUILT UPON. THIS MAY VARY ONLY IN THE CIRCUMSTANCES WHERE BUILDING ON THE EASEMENT RECEIVES PRIOR WRITTEN CONSENT OF THE RELEVANT AUTHORITY.

SINGLE STOREY BUILDING ENVELOPE HATCH TYPES

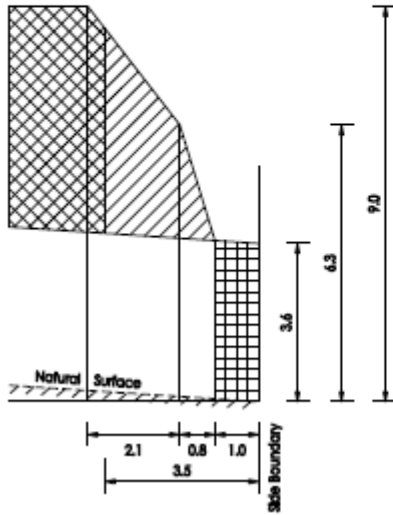
-  SINGLE STOREY BUILDING ENVELOPE (WALL HEIGHT NOT EXCEEDING 3,6m)
-  BUILDING TO BOUNDARY ZONE

DOUBLE STOREY BUILDING ENVELOPE HATCH TYPES

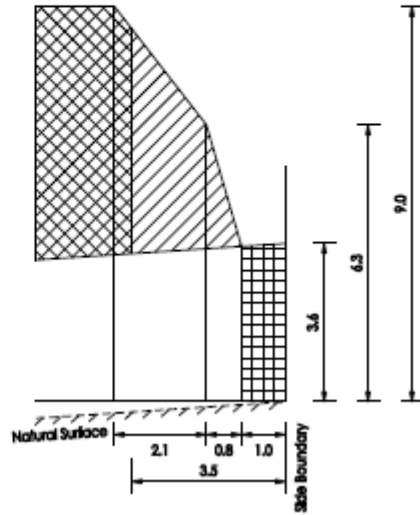
-  OVERLOOKING ZONE - HABITABLE ROOM WINDOWS OR RAISED OPEN SPACES ARE A SOURCE OF OVERLOOKING.
-  NON OVERLOOKING ZONE - HABITABLE ROOM WINDOWS OR RAISED OPEN SPACES ARE NOT A SOURCE OF OVERLOOKING.

SETBACK PROFILES

A Profile - NORTH, EAST or WEST Boundary

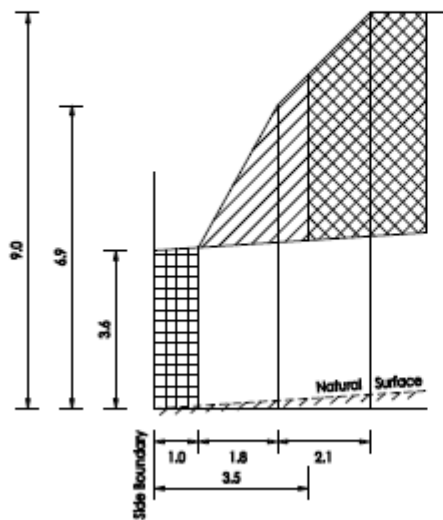


Natural Surface rising from side boundary

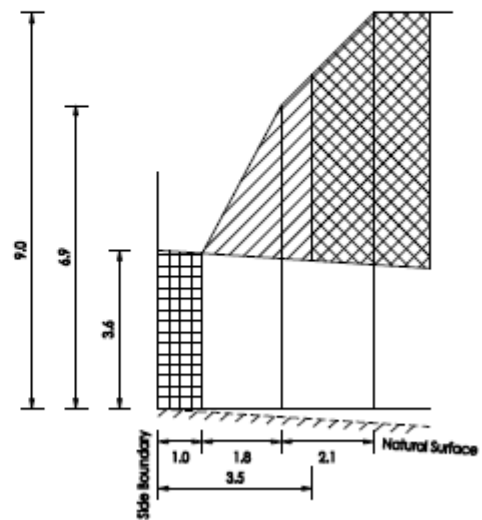


Natural Surface falling from side boundary

B Profile - SOUTH Boundary



Natural Surface rising from side boundary

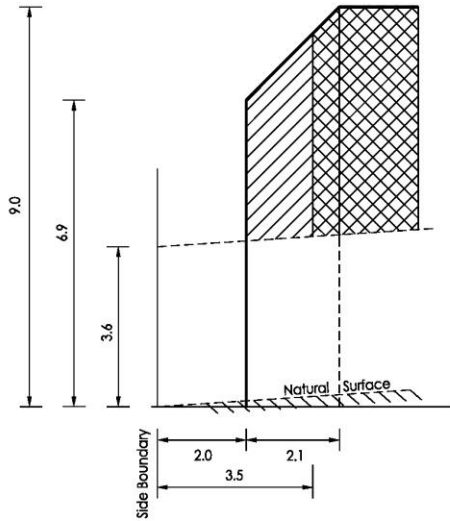


Natural Surface falling from side boundary

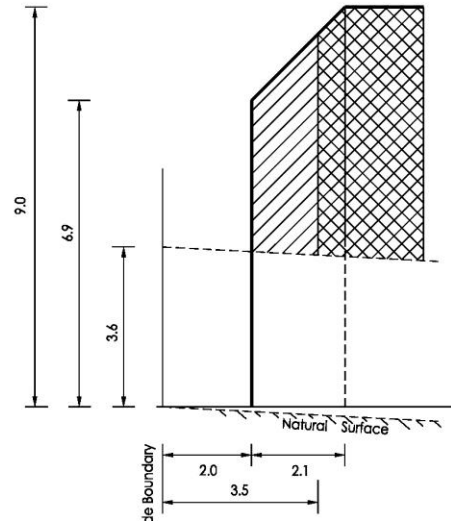
SETBACK PROFILES

(C)

Profile - NORTH, EAST or WEST Boundary



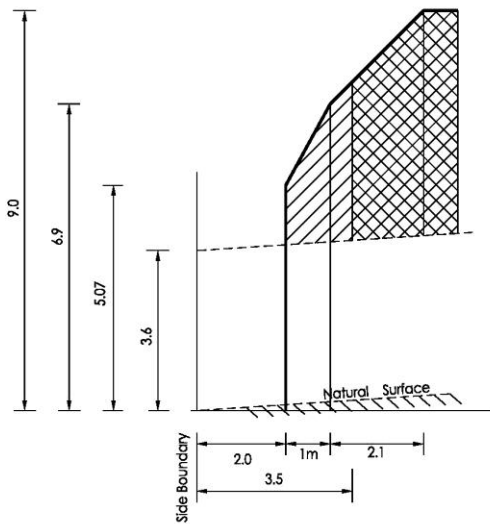
Natural Surface rising from side boundary



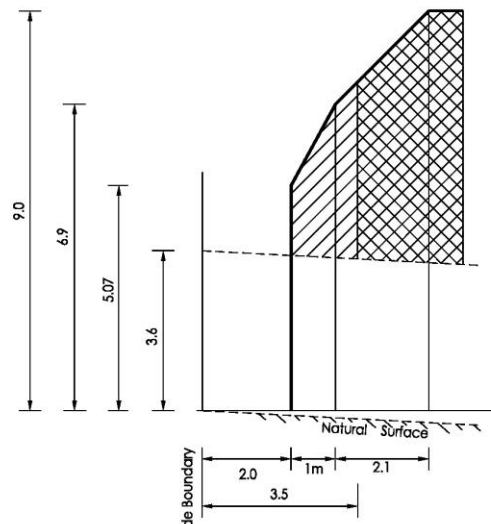
Natural Surface falling from side boundary

(D)

Profile - SOUTH Boundary



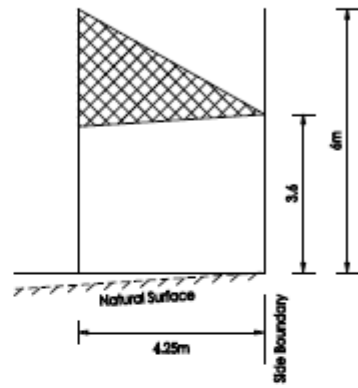
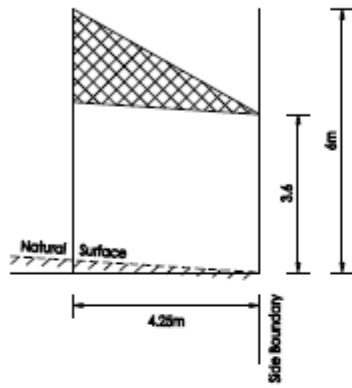
Natural Surface rising from side boundary



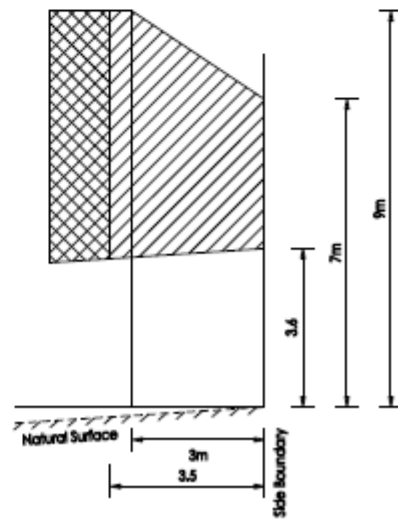
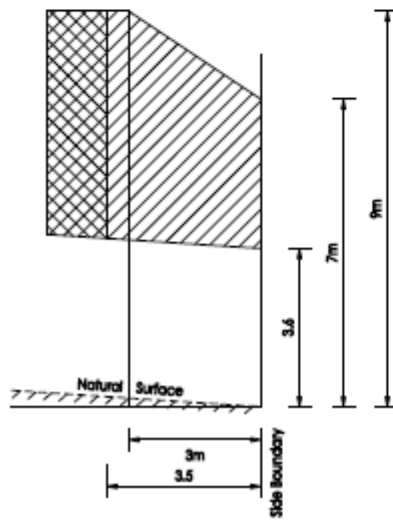
Natural Surface falling from side boundary

SETBACK PROFILES

S Profile - SIDE BOUNDARY

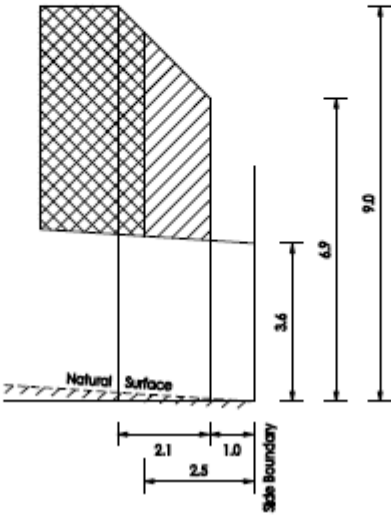


T Profile - SIDE BOUNDARY

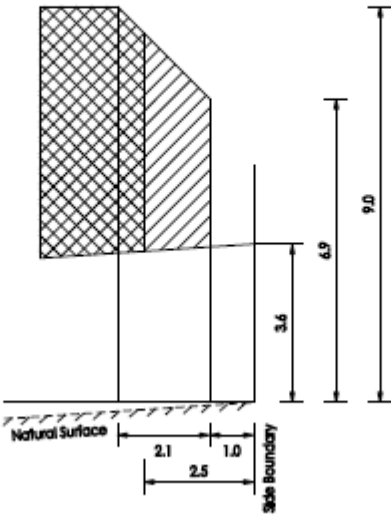


SETBACK PROFILES

V Profile - NORTH, SOUTH, EAST or WEST Boundary



Natural Surface falling from side boundary



Natural Surface falling from side boundary

9. SMALL LOT HOUSING CODE

Refer attached Small Lot Housing Code

To be read in conjunction with the Delaray Plan of Subdivision for the relevant stage.

10. CHECK LIST

**PLEASE COMPLETE THIS CHECK LIST AND SUBMIT TO THE DAP
WITH YOUR PLANS FOR APPROVAL TO:**

Delaray DESIGN ASSESSMENT PANEL
c/- dap@kosaarchitects.com.au

Allotment details

Lot Number.....Street.....

Owner details

Name.....

Mailing address.....

.....

Contact

Numbers.....Email.....

Builder details

Name (contact).....

Company:.....

Mailing address.....

Contact number.....Email.....

Correspondence sent to Owner or Builder (please circle one)

Attachments

☐

Completed checklist

☐

Email copy

☐

Landscape plan

☐

Copies of drawings

☐

Colour and materials including swatches

Application received.....

Notice of re-submission (date).....

Areas of non-compliance.....

Re-submission received.....

Approval date.....

This Checklist will assist in determining whether your house design complies with the Delaray Design Guidelines.

If your plans comply, you can expect your plans to be approved and returned by the DAP within ten working days.

APPLICATION INFORMATION:		
Estate Name		
	YES	NO
Are you submitting a new house design for DAP approval?		
Are you making an application for other DAP approvals? - Landscaping - Deck - Carport - Veranda - Pergola - Other		
Details:		

Step 2 – The Following Information is required for Your Application

	YES	NO
Site plan at scale of 1:200 showing - Setbacks from all boundaries - Building Envelope - Existing contours - Proposed finished floor levels and site levels - External features including driveways, paths, fencing and outbuildings		
Are the house floor plans at a scale of 1:100?		
Are the elevations from four sides at a scale of 1:100?		
Roof plan at a scale of 1:100?		
Have you prepared your schedule of external materials and colours?		

Step 3 – Construction of Your Home – Sitting & Orientation

	YES	NO
SITING & ORIENTATION:		
Is your home and associated buildings, including the garage, contained within the Building Envelope?		
Are there any encroachments into the specified setbacks? Are they allowable encroachments?		
Are they allowable encroachments?		
Please provide justification on encroachments:		

Step 4 – Built Form

	YES	NO
ROOF		
Material_____		
Colour_____		
WALLS		
Material_____		
Colour_____		
TRIM		
Material_____		
Colour_____		
Is your home single or two-storey?	One	Two

Step 5 – External Considerations

	YES	NO
Does your design provide for safe and efficient vehicle access to the garage?		
Does your side and rear fencing comply with the fencing guideline?		
Does your design include a minimum 2000 litre rainwater tank?		
Does your design include a 32mm lead-in conduit connection to the optical fibre network?		
Have you arranged for the installation of an Optical Fibre lead-in conduit that is in accordance with relevant Australian Standard Requirements?		
Have you made provision for wiring your home for broadband, telephone and TV?		
Have you placed external fixtures such as clothes-line, solar water heaters etc. in positions that are not visible from the street?		
Have you made provision for locating your antenna within the roof of the house?		
If you are proposing an air-conditioner, is it located below the eaves line at the rear of the house?		
If you are proposing an evaporative air cooler, can it be seen from the front of the street?		

Step 6 – Landscaping

LANDSCAPING:	YES	NO
Are you submitting a landscaping plan as part of this application?		
Is the landscaping plan drawn at a scale of 1:200 (two copies)		
Your plan will need to include a site plan at scale of 1:200 showing: <ul style="list-style-type: none"> - Driveways - Paths - Fencing - Proposed vegetation - Landscape Works - Proposed materials and colours 		
Are retaining walls proposed?		
If retaining walls are proposed, please provide additional information on landscaping plans: <ul style="list-style-type: none"> - Existing site contours - Proposed finished floor levels and site levels 		

OTHER EXTERNAL CONSIDERATIONS:	YES	NO
Does your design allow for only one driveway?		
Do you accord with the No Front Fence restriction?		
Is there fencing between the front lot boundary and the building line?		
Does your side and rear fencing comply with the fencing guideline?		
Have you placed external fixture such as clothes-line, solar water heaters etc. in positions that are not visible from the street?		
Will the landscaping of your front garden be complete within three months of you occupying your house?		

Other Applications

What applications are you applying for?		
	YES	NO
Your plans will need to include a site plan at scale of 1:200 showing		
Is your plan of proposal at scale 1:200?		
Are the elevations from four sides at a scale of 1:100?		

OWNERS DETAILS/ CHANGE OF ADDRESS FORM.

Section.134 Owners Corporation Act 2006.

PLEASE SELECT PREFERRED METHOD OF COMMUNICATION			
Send Fee Notices:	To Owner <input type="checkbox"/>	To Agent <input type="checkbox"/>	<div>Via ordinary mail <input type="checkbox"/></div> <div>Via email <input type="checkbox"/></div>
Send Correspondence:	To Owner <input type="checkbox"/>	To Agent <input type="checkbox"/>	<div>Via ordinary mail <input type="checkbox"/></div> <div>Via email <input type="checkbox"/></div>

From time to time the manager will decide on a method of delivery suitable for the distribution of certain documents

Dated: _____ Signature of owner/s: _____

Name Owner 1:			
Name Owner 2:			
	** For any additional names please complete a second form		
Company Name:			
Lot Number:		Lot Street Address:	
Mailing Address:	OR <input type="checkbox"/> as above		
E-mail Address 1:			
E-mail Address 2:			
Mobile 1:		After Hours:	
		Business:	
Mobile 2:		After Hours:	
		Business:	
AGENT DETAILS: <i>If applicable</i>			
Contact person:		Phone:	
Email:		Facsimile:	

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

Note: It is the responsibility of a lot owner that sells and a person who acquires a lot to advise any changes of ownership within one month of settlement.

Owners who do not occupy their unit/apartment for more than three months must advise the Owners Corporation of a mailing address for the service of Notices as soon as possible.

Imaged Document Cover Sheet

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

Document Type	Instrument
Document Identification	AM824445P
Number of Pages (excluding this cover sheet)	55
Document Assembled	01/03/2018 18:02

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AM824445P

01/06/2016 \$129.70 66



Pri

The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

Lease

Section 66(1) Transfer of Land Act 1958

Form 26

Lodged at the Office of Titles by:

Name:

Phone:

Address:

Ref:

Customer Code:

Robertson Hyatts

1004K.

The lessor leases to the lessee the land for the term and yearly rental 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 reference)*

The land identified in the plan attached as Annexure B as Lot L1 being part of the land contained in certificate of title volume 09746 folio 039

Lessor: *(full name)*

Tuckers Road Holdings Pty Ltd ACN 144 703 346 of Level 1, 6 Riverside Quay, Southbank, Victoria 3006

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

Club Delaray Limited ACN 611 082 663 of Level 1, 6 Riverside Quay, Southbank, Victoria 3006

Term: *(number of years, or commencement to completion date)*

99 years

Commencement date:

27 May, 2016

EXPIRY DATE: 27 May 2015

Rental:

\$1.00 per annum payable on demand

Covenants: *(set out any further covenants and conditions and the extent (if any) to which the covenants and powers implied under the Transfer of Land Act 1958 are to be negatived or modified)*

Refer Annexure Pages

Date:

27 May, 2016

ANNEXURE PAGE

Transfer of Land Act 1958

This is page 2 of *Form 26* dated 27 May, 2016
between Tuckers Road Holdings Pty Ltd and Club Delaray Limited

AM824445P

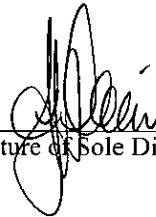
Private
The information
under statutory
purpose of ma
registers and indexes in the Victorian Land
Registry.

01/06/2016 \$129.70 66


Signatures of the parties

Panel Heading

**Executed by Tuckers Road Holdings Pty
Ltd ACN 144 703 346** in accordance with
section 127 of the *Corporations Act* by or in the
presence of:



Signature of Sole Director and Secretary

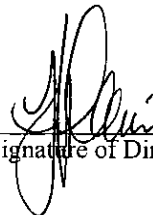
Louise Amy Hickman

Name of Sole Director and Secretary in full

**Executed by Club Delaray Limited
ACN 611 082 663** in accordance with section 127
of the *Corporations Act* by or in the presence of:



Signature of Secretary/other Director



Signature of Director

Louise Amy Hickman

Name of Director in full

Name of Secretary/other Director in full

Approval No. 1513047A

A1



1. If there is insufficient space to accommodate the required information in a panel of the *Approved Form* insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading. **THE BACK OF THE ANNEXURE PAGE IS NOT TO BE USED**
2. If multiple copies of the instrument are lodged, original Annexure Pages must be attached to each.
3. The Annexure Pages must be properly identified and signed by the parties to the *Approved Form* to which it is annexed.
4. All pages must be attached together by being stapled in the top left corner.

Land Registry, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

ANNEXURE PAGE

Transfer of Land Act 1958

This is page 3 of *Form 26* dated 27 May, 2016
between Tuckers Road Holdings Pty Ltd and Club Delaray Limited

AM824445P

Private
The information
under statutory
purpose of making
registers and indexes in the Victorian Land
Registry.



Signatures of the parties

Panel Heading

Lease Covenants

1. Exclusion of Statutory Provisions

1.1 Moratorium

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

1.2 Exclusion of Statutory Provisions

The covenants, powers and provisions implied in leases by virtue of the *Transfer of Land Act 1958* 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 Lessors' rights under this Lease; and

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ANNEXURE PAGE

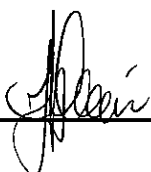
Transfer of Land Act 1958

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(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.

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 this lease or to any other address or in any other way the Lessor directs the Lessee by Notice.

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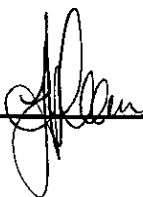
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4. Rates and Taxes and GST

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.

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.

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- (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.

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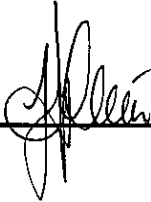
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5. Cost of Services

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.

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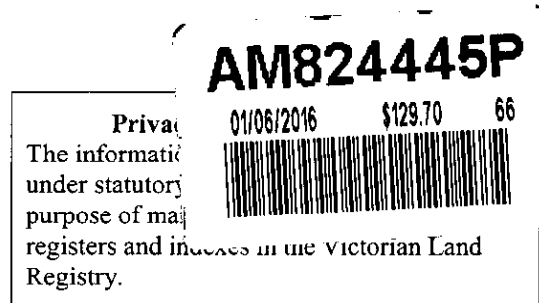
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7. Interest

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;

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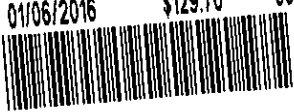
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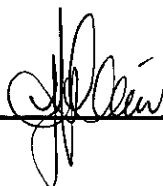
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- (c) use or allow the use of any radio, television or other sound producing equipment at a volume that can be heard outside the Premises except with the prior written consent of the Lessor which is not to be unreasonably withheld but may be given 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 Delaray 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;

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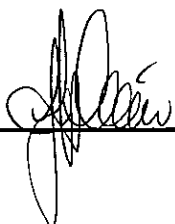
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- (i) use the Premises as a residence unless it is a Permitted Use;
- (j) use the Premises for an illegal purpose; or
- (k) amend its constitution at any time without first obtaining the consent of the Lessor (which consent must not be unreasonably withheld or delayed).

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, 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;
- (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;

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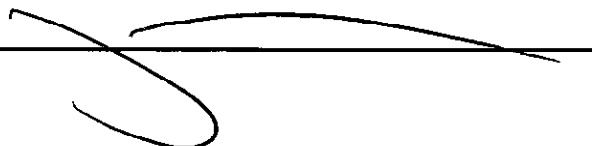
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Panel Heading

- (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.

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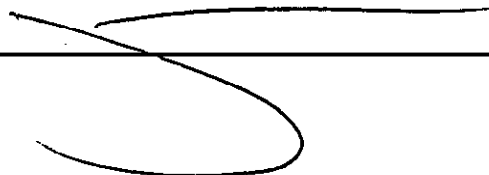
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8.3 No warranty as to use

- (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.

8.4 Cost of alteration

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:

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Panel Heading

- (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 tenantable 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 Delaray 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 Delaray Project Land.
- (c) Before carrying out any repairs or maintenance to the Premises, the Lessee must obtain the written approval of all relevant Authorities.

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Panel Heading

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.

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(b) The circumstances for entry are:

- (i) to carry out any repairs on or to the Premises or the Services, which the Lessor considers necessary or desirable or which relate to anything which the Lessor is obliged or entitled to do under this Lease;
- (ii) if an Authority requires any repair or work to be undertaken on or to the Premises or the Services which the Lessor is either required or in the Lessor's discretion elects to do and for which the Lessee is not liable under this Lease; and/or
- (iii) if the Lessor elects to carry out any repair work which the Lessee is required or liable to do under this Lease by any Law or by any Requirement but fails to do so within the time specified or otherwise allowed for that work to be done.

10.5 Alterations to Premises

- (a) The Lessee may, or may procure any person on the Lessee's behalf, to carry out any Proposed Work without the Lessor's prior written consent after completion of the Works provided that:
 - (i) use of any Improvements constructed as a result of the Proposed Work will continue to be consistent with the Permitted Use;
 - (ii) the Proposed Work will not result in:
 - A. the Facilities failing to meet the Specifications;
 - B. fewer facilities being available for use by members of the Owners Corporations; or
 - C. the overall standard of the Improvements being reduced;

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- (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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ANNEXURE PAGE

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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:

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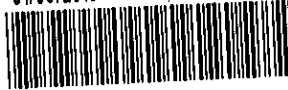
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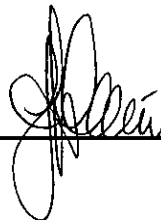
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Panel Heading

- (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.

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:

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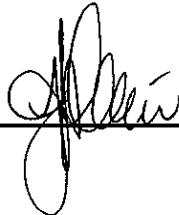
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Panel Heading

- (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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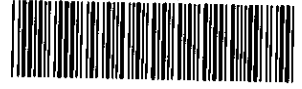
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Panel Heading

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.

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Panel Heading

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:

- (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;

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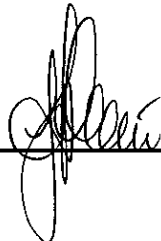
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Panel Heading

- (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.

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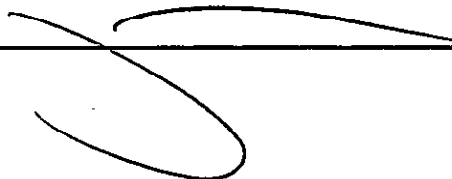
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Panel Heading

14.3 Construction Period

- (a) Subject to obtaining all necessary permits and approvals, the Lessor:
 - (i) may commence construction of the Improvements at any time after the Commencement Date;
 - (ii) must commence construction of the Improvements as soon as reasonably practicable after the Developer has settled the sale of half of all residential lots anticipated to be created by one or more plans of subdivision of the Delaray Project Land; and
 - (iii) will proceed with all due diligence (subject to Force Majeure and all delays beyond the reasonable control of the Lessor) and use its best endeavours to ensure that the Improvements are constructed as soon as practicable after commencement of construction in accordance with clause 14.3(a)(i).
- (b) If an event of Force Majeure or a delay beyond the reasonable control of the Lessor prevents the Lessor from complying with its obligations under **Clause 14.3(a)** including, without limitation, any of the causes or reasons specified in **Clause 14.3(c)** then, provided the Lessor has taken all reasonable actions to avoid and minimise the consequences of the delay:
 - (i) the Lessor shall not in any way be liable or responsible to the Lessee for any losses, costs, charges, damages or expenses arising out of or incidental to any such delay; and
 - (ii) the time for compliance with the Lessor's obligations under **Clause 14.3(a)** will be extended by the period within which the event of Force Majeure or a delay beyond the reasonable control of the Lessor persists.

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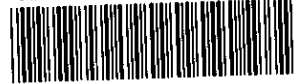
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Panel Heading

(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,

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Signatures of the parties



Panel Heading

carrying out or completing the Works but only if the Lessor has acted reasonably and has taken all reasonable steps to avoid or expedite the hearing of the proceedings;

- (viii) any delay caused by any variation to the Works required by any Authority;
- (ix) any default by the Lessee under this Lease; or
- (x) the presence on the Land of any person engaged by the Lessee.

14.4 Approvals for Use

The Lessor must obtain all consents or approvals from all Authorities which from time to time are necessary or appropriate for the Permitted Use.

15. Conversion of Land to Common Property

- (a) The Lessee acknowledges that:
 - (i) the whole or any part of the Land may become common property on a plan of subdivision of the whole or any part of the Delaray 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 by the Lessor for any part of the Land to become common property on a plan of subdivision of the whole or any part of the Delaray Project Land. The Lessor may produce this Lease as sufficient evidence of the consent of the Lessee under this Clause.

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16. Fees

16.1 Lessor to pay Fees

(a) In consideration of the Lessee:

- (i) agreeing to maintain, or procure maintenance of the Land in accordance with the terms of this Lease; and
- (ii) making membership of the Lessee available to owners and residents of lots within Plan of Subdivision 730320K 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:

$$A \times B$$

where in each year (or part thereof) during the Term:

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

B is the number of residential allotments on Plan of Subdivision 730320K 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.

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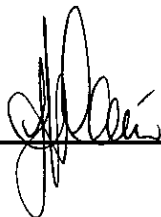
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Panel Heading

- (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 x D

where in each year (or part thereof) in the period from the Operating Commencement Date until the date the demand is made:

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

D is the number of residential allotments on any plan of subdivision of the whole or any part of the Delaray Project Land 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 within the Delaray Project Land 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 Delaray 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.

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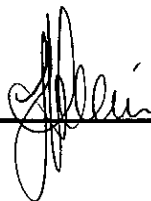
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16.2 Lessee to seek contribution to Fees

- (a) The Lessee agrees to use reasonable endeavours to minimise the annual subscription fee payable by an Owner Member of the Lessee under the constitution of the Lessee by entering into agreements with Owners Corporations pursuant to which the Lessee agrees to make membership of the Lessee available to owners and residents of Lots affected by those Owners Corporations in accordance with **Clause 8.2(b)**, subject to those Owners Corporations agreeing to pay to the Lessee an amount equal to the aggregate of:

E 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 Delaray 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 Delaray Project Land at the request and cost of that Owners Corporation,

Approval No. 1513047A

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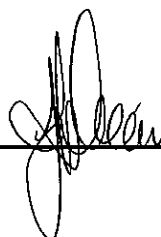
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	01/06/2016	\$129.70 66

Signatures of the parties



Panel Heading

to enable potential cost efficiencies for the benefit of the Lessor, 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;

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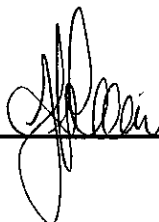
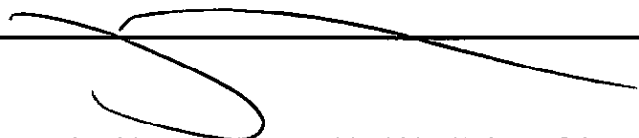
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Panel Heading

- (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) an administrator is appointed in relation to the Lessee in accordance with section 174 of the *Owners Corporation Act 2006 (Vic)*;
- (e) 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

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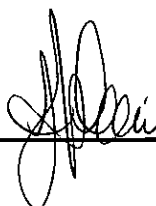
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Signatures of the parties



Panel Heading

- (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
- (f) 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.

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

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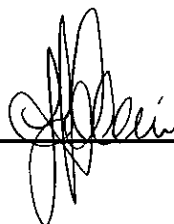
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Panel Heading

- (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

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Panel Heading

Lessee of any covenant or condition of this Lease or to exercise any rights given to the Lessor in respect of any such default.

- (b) A waiver by the Lessor of a particular breach is not deemed to be a waiver of the same or any other subsequent breach or default.
- (c) The demand by the Lessor for, or subsequent acceptance by or on behalf of the Lessor of, Rent or any other money payable under this Lease will not constitute a waiver of any earlier breach by the Lessee of any covenant or condition of this Lease, other than the failure of the Lessee to make the particular payment or payments of Rent or other moneys so accepted, regardless of the Lessor's knowledge of any earlier breach at the time of acceptance of such Rent or other moneys.

17.7 Tender after determination

If the Lessor accepts money from the Lessee after the Lessor ends this Lease the Lessor may (in the absence of any express election of the Lessor) apply it:

- (a) first, on account of any Rent and other moneys accrued and due under this Lease but unpaid at the date the Lease is ended; and
- (b) secondly, on account of the Lessor's Costs of re entry.

17.8 Essential terms

The Lessor and the Lessee agree that each of the following covenants by the Lessee are essential terms of this Lease:

- (a) to pay the Rent, if demanded;

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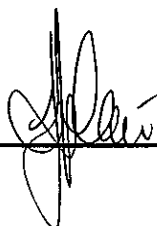
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01/06/2016 \$129.70 66


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Panel Heading

- (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.

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):

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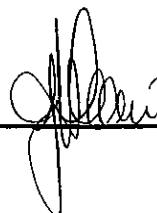
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Panel Heading

- (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.

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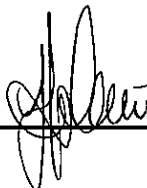
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18. Miscellaneous

18.1 Notices

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

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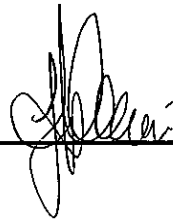
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Panel Heading

- (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:

- (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.

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Panel Heading

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.

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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
- (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.

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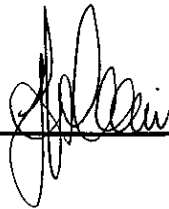
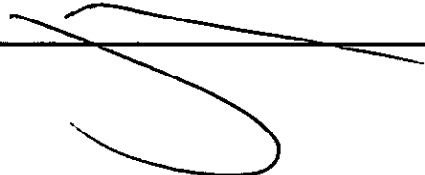
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Panel Heading

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. Definitions and Interpretation

20.1 Definitions

In this document:

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

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

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

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

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

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

Approval No. 1513047A

A1



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Land Registry, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

ANNEXURE PAGE

Transfer of Land Act 1958

This is page 42 of *Form 26* dated
between Tuckers Road Holdings Pty Ltd and Club Delaray Limited

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Signatures of the parties

Panel Heading

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

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

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

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

"Delaray Project Land" means:

- (a) 275 Tuckers Road, Clyde North in the State of Victoria more particularly described in Certificate of Title volume 8696 folio 244;
- (b) 444 Berwick-Cranbourne Road, Clyde North in the State of Victoria more particularly described in Certificate of Title volume 9694 folio 005, Certificate of Title volume 9746 folio 039;
- (c) Lot 1 on Title Plan 956553L more particularly described in Certificate of Title volume 11545 folio 961;

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Land Registry, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

ANNEXURE PAGE

Transfer of Land Act 1958

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Signatures of the parties

Panel Heading

- (d) 420 Berwick-Cranbourne Road, Clyde North in the State of Victoria being the land described in volume 10190 folio 317; and
- (e) 325 Tuckers Road, Clyde North in the State of Victoria being the land described in Certificate of Title Volume 8680 Folio 804;

"Developer" means any one or more of:

- (a) Tuckers Road Holdings Pty Ltd ACN 144 703 346;
- (b) Hardys Road Pty Ltd ACN 130 574 551;
- (c) any Related Body Corporate of Tuckers Road Holdings Pty Ltd ACN 144 703 346 or Hardys Road Pty Ltd ACN 130 574 551; and/or
- (d) any successor of Tuckers Road Holdings Pty Ltd ACN 144 703 346 or Hardys Road Pty Ltd ACN 130 574 551;

"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 PS730320K;

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

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

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Land Registry, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

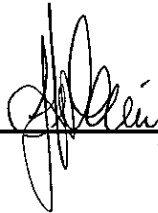
ANNEXURE PAGE

Transfer of Land Act 1958

This is page 44 of *Form 26* dated
between Tuckers Road Holdings Pty Ltd and Club Delaray Limited

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Signatures of the parties



Panel Heading

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*;

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

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

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

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

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

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

(a) corporation the Lessee, its successors and permitted assigns;

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Land Registry, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

ANNEXURE PAGE

Transfer of Land Act 1958

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Signatures of the parties

Panel Heading

(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 Delaray 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 PS730320K; 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**;

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Land Registry, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

ANNEXURE PAGE

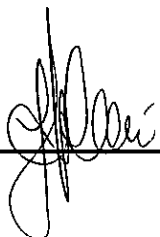
Transfer of Land Act 1958

This is page 46 of *Form 26* dated
between Tuckers Road Holdings Pty Ltd and Club Delaray Limited

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	01/06/2016	\$129.70 66



Signatures of the parties



Panel Heading

"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 Delaray Project Land;

"Party" means a party to this Lease;

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

"Person" includes any corporation and vice versa;

"Premises" means the Land and the Improvements;

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

"Rates and Taxes" means all existing taxes (including land tax on a single holding basis but excluding income and capital gains taxes), duties, charges, assessments, impositions and outgoings whatsoever now or at any time imposed, charged or assessed on or against the Land or 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:

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ANNEXURE PAGE

Transfer of Land Act 1958

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	01/06/2016	\$129.70 66

Signatures of the parties

Panel Heading

- (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 café, gymnasium, resort style play pool, four lane lap outdoor pool, function room, parent's lounge and library, men's shed and community garden, 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.

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

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

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

20.2 Interpretation

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

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Registry.

ANNEXURE PAGE

Transfer of Land Act 1958

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between Tuckers Road Holdings Pty Ltd and Club Delaray Limited

Signatures of the parties

Panel Heading

- (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 negatived;

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ANNEXURE PAGE

Transfer of Land Act 1958

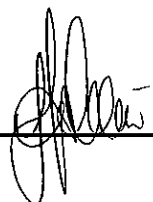
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Registry.

01/06/2016 \$129.70 66


Signatures of the parties



Panel Heading

- (ii) no further terms are to be implied or arise between the Lessor and the Lessee by way of collateral or other agreement made by or on behalf of the Lessor or by or on behalf of the Lessee on or before or after the execution of this Lease, and any implication or collateral or other agreement is excluded and negated;
- (iii) no information, representation or warranty by the Lessor or the Lessor's agents was supplied or made with the intention or knowledge that it would be relied on by the Lessee in entering into this Lease; and
- (iv) no information, representation or warranty has been relied on by the Lessee in entering into this Lease.
- (j) Headings and the index to this Lease are for guidance only and do not affect the interpretation of this Lease.
- (k) If a reference is made to any Person, body or Authority and that person, body or Authority has ceased to exist, then the reference is deemed to be a reference to the Person, body or Authority that then serves substantially the same or equivalent objects as the Person, body or Authority that has ceased to exist.
- (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.

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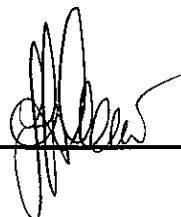
ANNEXURE PAGE

Transfer of Land Act 1958

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Signatures of the parties



Panel Heading

- (n) A reference to "corporation" and any other words or expressions used or defined in the *Corporations Act 2001*, unless the context otherwise requires, has the same meaning that is given to them in the *Corporations Act 2001*.
- (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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Land Registry, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

ANNEXURE PAGE

Transfer of Land Act 1958

This is page 51 of *Form 26* dated
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registers and indexes in the Victorian Land
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Signatures of the parties

Panel Heading

20.3 The Lessor's Powers

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

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ANNEXURE PAGE

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Signatures of the parties

Panel Heading

Schedule 2

ITEM

1. **PERMITTED USE:** A recreational clubhouse and associated facilities including, but not limited to a café, gymnasium, resort style play pool, four lane outdoor pool, function room, parent's lounge and library, men's shed and community garden
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

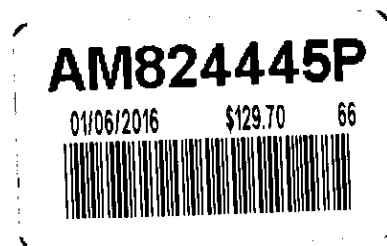
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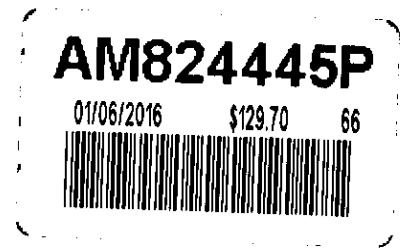


Annexure A - Minimum specification for Improvements/Facilities

RESIDENTS' CLUBHOUSE

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

- Café
- Gymnasium
- Resort style play pool
- 4 lane lap outdoor pool
- Function space
- Parents Lounge and Library
- Men's Shed and Community Garden



Annexure B - Plan of Area Leased

