

VENDOR:

ANDREW FOSSETT PTY LTD ACN 147 690 677

PROPERTY:

33 WATERLOO ROAD, CRANBOURNE EAST

CONTRACT OF SALE

FRANK GIUMMARRA B.Ec. LL.B.
SOLICITOR

4 MONTROSE WAY, CRANBOURNE WEST 3977
P.O. Box 995, Cranbourne 3977
Telephone: (03) 5996 6789
Facsimile: (03) 5996 6794
Ref.: 15097

PARTICULARS OF SALE

VENDOR'S AGENT

Ph.: Fax: Ref:

VENDOR'S SOLICITOR

Frank Giummarra, Solicitor
4 Montrose Way, Cranbourne West 3977
Ph. (03) 5996 6789 Fax. (03) 5996 6794 Ref. 15097

PURCHASER'S SOLICITOR

Ph. Fax. Ref.

VENDOR

ANDREW FOSSETT PTY LTD ACN 147 690 677

PURCHASER

LAND

Lot 1607 on Plan of Subdivision PS641050J being the whole the land described in Certificates of Title Volume 11480 Folio 248

PROPERTY ADDRESS

The land together with any improvements known as
33 WATERLOO ROAD, CRANBOURNE EAST

CHATTELS

Nil - Vacant Land

PRICE

\$

DEPOSIT

\$ Due on

BALANCE

\$

SETTLEMENT

is due on the day of 20
or earlier by agreement

VACANT POSSESSION OR LEASE

At settlement the Purchaser is entitled to vacant possession of the property unless the words "Subject to Lease" appear in the box below:

GST

The Price includes GST (if any) unless the words "Plus GST" appear in this box:

**FARMING
BUSINESS OR
GOING CONCERN**

If this is a sale of a "farming business" or "going concern" then add the words "Farming Business" or "Going Concern" in the box:

MARGIN SCHEME

If the margin scheme will be used to calculate GST then add the words "Margin Scheme" in the box below:

TERMS CONTRACT

If this Contract is intended to be a Terms Contract within the meaning of the Sale of Land Act 1962 then add the words "terms contract" in the box below:

ENCUMBRANCES

This sale is NOT subject to the Purchaser taking over the Purchaser's existing mortgage unless the words "subject to existing mortgage" appear in the box below:

If this sale is subject to an existing mortgage then the details of the mortgage appear below:

**SPECIAL
CONDITIONS**

This Contract does not include any special conditions unless the words "Special Conditions" appear in the box below:

DAY OF SALE

is the date of this contract, namely
the _____ day of

20

SPECIAL CONDITIONS

1. CONSENT OF HUNT CLUB PTY LTD

- 1.1 This Contract is subject to the consent of Hunt Club Pty Ltd by the settlement date. If such consent is not given then this contract shall be terminated and all monies paid by the Purchaser shall be refunded.
- 1.2 If the Contract is terminated in accordance with condition 1.1 above then neither party may make any claim for compensation against the other.

2. RE-SALE DEED

- 2.1 The purchaser must enter into a Re Sale Deed with Hunt Club Pty Ltd prior to or at settlement pursuant to which the Purchaser will comply with the terms of the Contract of Sale dated 27 November 2013 between Hunt Club Pty Ltd and the purchaser. A copy of the relevant parts of the Contract of Sale are attached to the Vendors Statement.
- 2.2 Failure by the Purchaser to enter into the Re-Sale Deed shall be a breach of an essential term of this contract.

GENERAL CONDITIONS

TITLE

- 1 Encumbrances
 - 1.1 The Purchaser buys the property subject to:
 - (a) any encumbrance shown in the Vendor's Statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the Particulars of Sale.
 - 1.2 The Purchaser indemnifies the Vendor against all obligations under any lease that are to be performed by the Landlord after settlement.
 - 1.3 If the Particulars of Sale provide that the Purchaser is taking over an existing mortgage:
 - (a) the Purchaser assumes liability for the mortgage; and
 - (b) the price is satisfied to the extent of any mortgage money owing at settlement; and
 - (c) the Vendor must treat any payment made by the Purchaser under the mortgage as a payment made to the Vendor under this Contract
- 2 Vendor warranties
 - 2.1 The Vendor warrants that these General Conditions 1 to 28 are identical to the General Conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the Estate Agents Act 1980, unless changed or deleted.
 - 2.2 The warranties in General Conditions 2.3 and 2.4 replace the Purchaser's right to make requisitions and inquiries.
 - 2.3 The Vendor warrants that the Vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the Land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the Land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a which is current over the Land and which gives another party rights which have priority over 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, fixture⁵, fittings and the Land.
 - 2.4 The Vendor further warrants that the Vendor has no knowledge of any of the following:
 - (a) public rights of way over the Land;
 - (b) easements over the Land;
 - (c) lease or other possessory agreement affecting the Land,
 - (d) notice or order affecting the Land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the Land void or voidable or capable of being set aside.

- 2.5 The warranties in General Conditions 2.3 and 2.4 are subject to any contrary provisions in this Contract and disclosures in the Vendor's Statement.
- 2.6 If sections 137B and 137C of the Building Act 1993 apply to this contract, the Vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the Vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the Contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the Building Act 1993 and regulations made under the Building Act 1993.
- 2.7 Words and phrases used in General Condition 2.6 which are defined in the Building Act 1993 have the same meaning in General Condition 2.6.
- 3 Identity of the Land
- 3.1 An omission or mistake in the description, measurements or area of the Land does not invalidate the sale.
- 3.2 The Purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the Vendor to amend title or pay any cost of amending title.
- 4 Services
- 4.1 The Vendor does not represent that the services are adequate for the Purchaser's proposed use of the Property and the Vendor advises the Purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the Vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 4.2 The Purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.
- 5 Consents
- The Vendor must obtain any necessary consent or licence required for the sale. The Contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.
- 6 Transfer
- The transfer of land document must be prepared by the Purchaser and delivered to the Vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The Vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the Vendor and, if requested by the Purchaser, must provide a copy of that document at least 3 days before settlement.
- 7 Release of security interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the Personal Property Securities Act 2009 (Cth) applies.
- 7.2 Subject to general conditions 7.3 and 7.4, the vendor must ensure that at or before settlement, the purchaser receives—
- a release from the secured party releasing the security interest in respect of the property; or
 - a statement in writing in accordance with section 275(1)(b) of the Personal Property Securities Act 2009 (Cth) setting out that the amount or obligation that is secured is nil at the due date for settlement; or
 - a written approval or correction in accordance with section 275(1)(c) of the Personal Property Securities Act 2009 (Cth) indicating that, on the due date for settlement, the personal property included in the contract is not or will not be property in which the security interest is granted— if the security interest is registered in the Personal Property Securities Register.
- 7.3 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that is sold in the ordinary course of the vendor's business of selling personal property of that kind unless, in the case of goods that may or must be described by serial number in the Personal Property Securities Register, the purchaser advises the vendor at least 21 days before the due date for settlement that the goods are to be held as inventory.
- 7.4 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that—
- (a) is not described by serial number in the Personal Property Securities Register; and
 - (b) is predominantly used for personal, domestic or household purposes; and
 - (c) 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.
- 7.5 A release for the purposes of general condition 7.2(a) must be in writing and in a form published by the Law Institute of Victoria, Law Council of Australia or the Australian Bankers Association.
- 7.6 If the purchaser receives a release under general condition 7.2(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.7 In addition to ensuring a release is received under general condition 7.2(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.8 The purchaser must advise the vendor of any security interest that the purchaser reasonably requires to be released at least 21 days before the due date for settlement.
- 7.9 If the purchaser does not provide an advice under general condition 7.8, 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.

- 7.10 If settlement is delayed under general condition 7.9, the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 7.11 Words and phrases used in general condition 7 which are defined in the Personal Property Securities Act 2009 (Cth) have the same meaning in general condition 7.
- 8 Builder warranty insurance
- The Vendor must provide at settlement details of any builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.
- 9 General Law Land
- 9.1 This General Condition only applies if any part of the Land is not under the operation of the Transfer of Land Act 1958.
- 9.2 The Vendor is taken to be the holder of an unencumbered estate in fee simple in the Land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The Purchaser is entitled to inspect the Vendor's chain of title on request at such place as the Vendor nominates.
- 9.4 The Purchaser is taken to have accepted the Vendor's title:
- (A) 21 days have elapsed since the day of sale, and
 - (B) the Purchaser has not reasonably objected to the title or reasonably required the Vendor to remedy a defect in the title.
- 9.5 The Contract will be at an end if:
- 1. 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
 - 2. the objection or requirement is not withdrawn in that time.
- 9.6 If the Contract ends in accordance with General Condition 9.5, the deposit must be returned to the Purchaser and neither party has a claim against the other in damages.
- 9.7 General Condition 10.1 should be read, in respect of that part of the Land which is not under the operation of the Transfer of Land Act 1958, as if the reference to 'registered proprietor' is a reference to 'owner'

MONEY

10 Settlement

- 10.1 At settlement:
- (a) the Purchaser must pay the Balance; and
 - (b) the Vendor must:

1. do all things necessary to enable the Purchaser to become the registered proprietor of the Land; and
2. give either vacant possession or receipt of rents and profits In accordance with the Particulars of Sale.

10.2 The Vendor's obligations under this General Condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 am. and 4.00 p.m. unless the parties agree otherwise.

11 Payment

11.1 The Purchaser must pay the Deposit:

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

11.2 If the Land sold is a lot on an unregistered plan of subdivision, the Deposit:

- (a) must not exceed 10% of the price; and
- (b) must be paid:
 - (i) to the Vendor's licensed estate agent or legal practitioner or conveyancer and held by the estate agent or legal practitioner or conveyancer on trust for the Purchaser until the registration of the plan of subdivision; or
 - (ii) if the Vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the Vendor in the Contract in the joint names of the Purchaser and the Vendor and held in that account until the registration of the plan of subdivision.

11.3 The Purchaser must pay all money other than the Deposit:

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

11.4 At settlement, payments may be made or tendered:

- (a) in cash; or
- (b) by draft or cheque drawn on an authorised deposit-taking institution; or
- (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

11.5 For the purpose of this General Condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

11.6 The Purchaser must pay bank fees on up to three bank cheques at settlement, but the Vendor must pay the bank fees on any additional bank cheques requested by the Vendor.

12 Stakeholding

12.1 The Deposit must be released to the Vendor if:

- (a) the Vendor provides proof, to the reasonable 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 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the day of sale; and (c) all conditions of the Sale of Land Act 1962 have been satisfied.
- 12.2 The stakeholder must pay the Deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the Contract is ended.
- 12.3 The stakeholder may pay the Deposit and any interest into court if it is reasonable to do so.
- 13 GST
- 13.1 The Purchaser does not have to pay the Vendor any GST payable by the Vendor in respect of a taxable supply made under this Contract in addition to the price unless the Particulars of Sale specify that the Price is 'plus GST' However the Purchaser must pay to the Vendor any GST payable by the Vendor-
 - (a) solely as a result of any action taken or intended to be taken by the Purchaser after the day of sale, including a change of use; or
 - (b) if the Particulars of Sale specify that the supply made under this Contract is a farming business and the supply does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the Particulars of Sale specify that the supply made under this Contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The Purchaser must pay to the Vendor any GST payable by the Vendor in respect of a taxable supply made under this Contract in addition to the Price if the Particulars of Sale specify that the Price is 'plus GST'
- 13.3 If the Purchaser is liable to pay GST, the Purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the Particulars of Sale specify that the supply made under this Contract is a 'farming business':
 - (a) the Vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the Purchaser Warrants that the Purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the Particulars of Sale specify that the supply made under this Contract is a 'going concern':
 - (a) the parties agree that this Contract is for the supply of a going concern; and
 - (b) the Purchaser warrants that the Purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the Vendor warrants that the Vendor will carry on the going concern until the date of supply.
- 13.6 If the Particulars of Sale specify that the supply made under this Contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this Contract.
- 13.7 This General Condition will not merge on either settlement or registration.
- 13.8 In this General Condition:
 - (a) 'GST Act' means A New Tax System (Goods and Services Tax) Act 1999 (Cth); and

(b) 'GST' includes penalties and interest.

14 Loan

14.1 If the Particulars of Sale specify that this Contract is subject to a loan being approved, this Contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the Vendor.

14.2 The Purchaser may end the Contract if the loan is not approved by the approval date, but only if the Purchaser:

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the Contract on the Vendor within 2 clear business days after the approval date or any later date allowed by the Vendor; and
- (d) is not in default under any other condition of this Contract when the notice is given.

14.3 All money must be immediately refunded to the Purchaser if the Contract is ended.

15 Adjustments

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

15.2 The periodic outgoings and rent and other Income must be apportioned on the following basis:

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

TRANSACTIONAL

16 Time

16.1 Time is of the essence of this Contract

16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday, or bank holiday in Victoria.

17 Service

17.1 Any document sent by post is taken to have been served on the next business day after posting unless proved otherwise.

17.2 Any demand, notice, or document required to be served by or on any party may be served on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party on the legal practitioner or conveyancer:

- (a) personally; or
- (b) by prepaid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents.

18 Nominee

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

19 Liability of signatory

Any signatory for a proprietary limited company Purchaser is personally liable for the due performance of the Purchaser's obligations as if the signatory were the Purchaser.

20 Guarantee

The Vendor may require one or more directors of the Purchaser to guarantee the Purchaser's performance of this Contract if the Purchaser is a proprietary limited company.

21 Notices

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

22 Inspection

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

23 Terms contract

23.1 If this is a 'terms contract' as defined in the Sale of Land Act 1962:

- (a) any mortgage affecting the Land sold must be discharged as to that Land before the Purchaser becomes to possession or to the receipt of rents and profits unless the Vendor satisfies sections 6(1) and 6(2) of the Sale of Land Act 1962; and
- (b) the deposit and all other money payable under the Contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

23.2 While any money remains owing each of the following applies:

- (a) the Purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved In writing by the Vendor;
- (b) the Purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the Vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the Purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the Vendor may pay any renewal premiums or take out the insurance the Purchaser fails to meet these obligations;

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

24 Loss or damage before settlement

- 24.1 The Vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The Vendor must deliver the property to the purchaser at settlement in the same condition as it was in on the day of sale except for fair wear and tear.
- 24.3 The Purchaser must not delay settlement because one or more of the goods is not in the condition required by General Condition 24.2 but may claim compensation from the vendor after settlement.
- 24.4 The Purchaser may nominate an amount not exceeding \$5,000.00 to be held by a stakeholder nominated by the parties if the property is not in the condition required by General Condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the Purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 24.6 The stakeholder must pay the amounts referred to in General Condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25 Breach

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

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

DEFAULT

26 Interest

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

27 Default notice

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

27.2 The default notice must;

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

28 Default not remedied

28.1 All unpaid money under the Contract becomes immediately payable to the Vendor if the default has been made by the Purchaser and 15 not remedied and the costs and interest are not paid.

28.2 The Contract immediately ends if:

- (b) 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
- (c) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

28.3 If the Contract ends by a default notice given by the Purchaser:

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

28.4 If the Contract ends by a default notice given by the Vendor:

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

(e) any determination of the Vendor's damages must take into account the amount forfeited to the Vendor.

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

GUARANTEE AND INDEMNITY

TO: WICKLOW MANAGEMENT PTY LTD (hereinafter called the Vendor)

WE, _____

of _____

and _____

of _____

(hereinafter called "the Guarantors") in consideration of the Vendor selling to

_____ (hereinafter called "the Purchaser") at our request the land described in the Contract of Sale (a copy of which is annexed hereto) for the price and upon the terms and conditions therein set forth do hereby for ourselves our respective executors and administrators jointly and severally covenant with the Vendor that if at any time default shall be made in payment of the deposit or residue of purchase money or interest or other moneys payable by the Purchaser to the Vendor under the Contract of Sale or in the performance or observance of any term or condition of the Contract of Sale to be performed or observed by the Purchaser we will forthwith pay to the Vendor the whole of such deposit residue of purchase money interest or other moneys which shall then be due and payable to the Vendor and will keep the Vendor indemnified from and against all loss of purchase money interest and expenses whatsoever which the Vendor may incur by reason of any default as aforesaid on the part of the Purchaser.

This Guarantee shall be a continuing guarantee and shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the Contract of Sale or the performance or observance of any of the agreements obligations or conditions under the Contract of Sale or by time being given to the Purchaser for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us or our executors or administrators.

Each Guarantor who is a director of a purchaser which is a corporation hereby covenants and warrants to the Vendor that the relevant corporation has the power to enter into the said contract and enters into same in conformity with its Articles of Association.

The Guarantors hereby acknowledge that they were not induced to execute this Deed by any consideration promise or representation whatsoever made or given by the Vendor or its agents and that the liability of each Guarantor hereunder shall not in any way be conditional on or subject to the making giving or service of any notice or demand on any of the Guarantors and that the liability of each of the Guarantors shall not be affected discharged or diminished as a result of the lack of capacity of any of the Guarantors.

This Guarantee shall extend to and include the moneys payable under and all the obligations of the Purchaser as Mortgagor under any Mortgage which may be given by the Purchaser to the Vendor to secure payment of the moneys and obligations referred to in the within Contact.

In the interpretation of this deed and where the context permits words importing the singular number or plural number shall include the plural number and singular number respectively and words importing one gender shall include any other gender.

IN WITNESS HEREOF the Guarantors have set their hands and seals the
Two Thousand and

day of

SIGNED SEALED AND DELIVERED)
in the State of Victoria in the presence of:)

SIGNED SEALED AND DELIVERED)
in the State of Victoria in the presence of:)

VENDOR:

ANDREW FOSSETT PTY LTD ACN 147 690 677

PROPERTY:

33 WATERLOO ROAD, CRANBOURNE EAST

VENDORS STATEMENT

FRANK GIUMMARRA B.Ec. LL.B.
SOLICITOR

4 MONTROSE WAY, CRANBOURNE 3977
P.O. Box 995, Cranbourne 3977
Telephone: (03) 5996 6789
Facsimile: (03) 5996 6794
Ref.: 15097

**VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE
PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962 ("the Act")**

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 the contract.

LAND: 33 WATERLOO ROAD, CRANBOURNE EAST

VENDOR: ANDREW FOSSETT PTY LTD ACN 147 690 677

VENDOR'S SIGNATURE:

DATE SIGNED:

VENDOR'S SIGNATURE:

DATE SIGNED:

PURCHASER'S NAME:

PURCHASER'S SIGNATURE:

DATE SIGNED:

PURCHASER'S NAME:

PURCHASER'S SIGNATURE:

DATE SIGNED:

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 \$2,000.00
 - (b) ~~Are contained in the attached certificates~~
 - (c) ~~Their amounts are:~~
 - (d) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in items 1.1(a), (b) or (c) above; other than the following amounts: Nil
- 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: Nil
- 1.3 Terms Contract

This section 1.3 only applies if this Vendors 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. Attached is a "Additional Vendor Statement" : Not applicable

- 1.4 Sale Subject to Mortgage

This section 1.4 only applies if this Vendors 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 receipt of rents and profits. Attached is a "Additional Vendor Statement" : Not applicable

2. INSURANCE - Not Applicable

- 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 six years and section 137B of the Building Act applies to the residence.

- (a) Attached is a copy or extract of any policy of insurance required under the Building Act or
- (b) particulars of any required insurance are as follows:

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) is in the attached copy of title, including the Hunt Club Design Guidelines
- (b) Particulars of any existing failure to comply with that easement are as follows: Nil
- (c) The purchaser must enter into a Re Sale Deed with Hunt Club Pty Ltd pursuant to which the Purchaser will comply with the terms of the Contract of Sale dated 27 November 2013 between Hunt Club Pty Ltd and the purchaser. A copy of the relevant parts of the Contract of Sale are attached.

3.2 Road Access

There is access to the property by road.

3.3 Designated Bush Fire Prone Area

The land IS NOT within a designated bush fire prone area within the meaning of regulations made under the Building Act 1993.

3.4 Planning Scheme

Attached is a certificate with the required specified information, or the required specified information is as follows:

Name of Planning scheme:	Casey
Name of Responsible Authority:	City of Casey
Zoning of the Land:	General Residential 1
Name of planning overlay:	Development Contributions Plan Overlay 4; Development Plan Overlay 1

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 or indirectly affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge: Nil

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.

4.3 Compulsory Acquisition

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

5. BUILDING PERMITS

Particulars of any building permit issued under the Building Act 1983 in the preceding 7 years (required only where there is a residence on the land): Are as follows: NIL

6. OWNERS CORPORATION - Not Applicable

This section 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 Corporation Act 2006.
- 6.2 Attached is the information prescribed for the purposes of section 151(4)(a) of the Owners Corporation Act 2006 and the copy documents specified in section 151(4)(b)(I) and (iii) of the Act.
- 6.3 The owners corporation is an inactive owners corporation.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”) - Not Applicable

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

7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement:

- (a) The land IS / IS NOT to be transferred under the agreement
- (b) The land IS / IS NOT land on which works are to be carried out under the agreement (other than Crown Land)
- (c) The land IS / IS NOT land in respect of which a GAIC is imposed

7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notice must be attached if there is a GAIC recording.

- (a) Any certificate of release from liability to pay a GAIC
- (b) Any certificate of deferral of the liability to pay the whole or part of the GAIC
- (c) Any certificate of exemption from liability to pay a GAIC
- (d) Any certificate of staged payment approval
- (e) Any certificate of no GAIC liability
- (f) Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability
- (g) A GAIC certificate issued under Part 9B of the Planning and Environment Act 1987 must be attached if there is no certificate or notice issued under any of sub-sections 7.2 (a) to (f) above.

8. SERVICES

The following services are NOT connected to the land:
Electricity, Gas, Water, Sewerage and Telephone

9. TITLE

9.1 Attached are copies of a Register Search Statement and the document, or part of a document, referred to as the “diagram location” in that statement which identified the land and its location.

10. SUBDIVISION - Not Applicable

10.1 Unregistered Subdivision

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

Attached is either

- (a) a copy of the plan of subdivision certified by the relevant municipal council if the plan has not yet been registered, or
- (b) a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

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 of the first stage if the land is in the second or a 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:
- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:
- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

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.

- (a) Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered), or
- (b) Attached is a copy of the latest version of the plan (if the plan has not been certified)

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

VOLUME 11480 FOLIO 248

Security no : 124054072338X
Produced 14/02/2015 03:52 pm

LAND DESCRIPTION

Lot 1607 on Plan of Subdivision 641050J.
PARENT TITLE Volume 11456 Folio 376
Created by instrument PS641050J 18/03/2014

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ANDREW FOSSETT PTY LTD of 2 9 HAMMEL COURT HALLAM VIC 3803
AL096015E 20/05/2014

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AL096016C 20/05/2014
PERPETUAL LTD

COVENANT PS641050J 18/03/2014
Expiry Date 18/03/2024

COVENANT AL096015E 20/05/2014

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
AJ061235D 11/07/2011

DIAGRAM LOCATION

SEE PS641050J FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

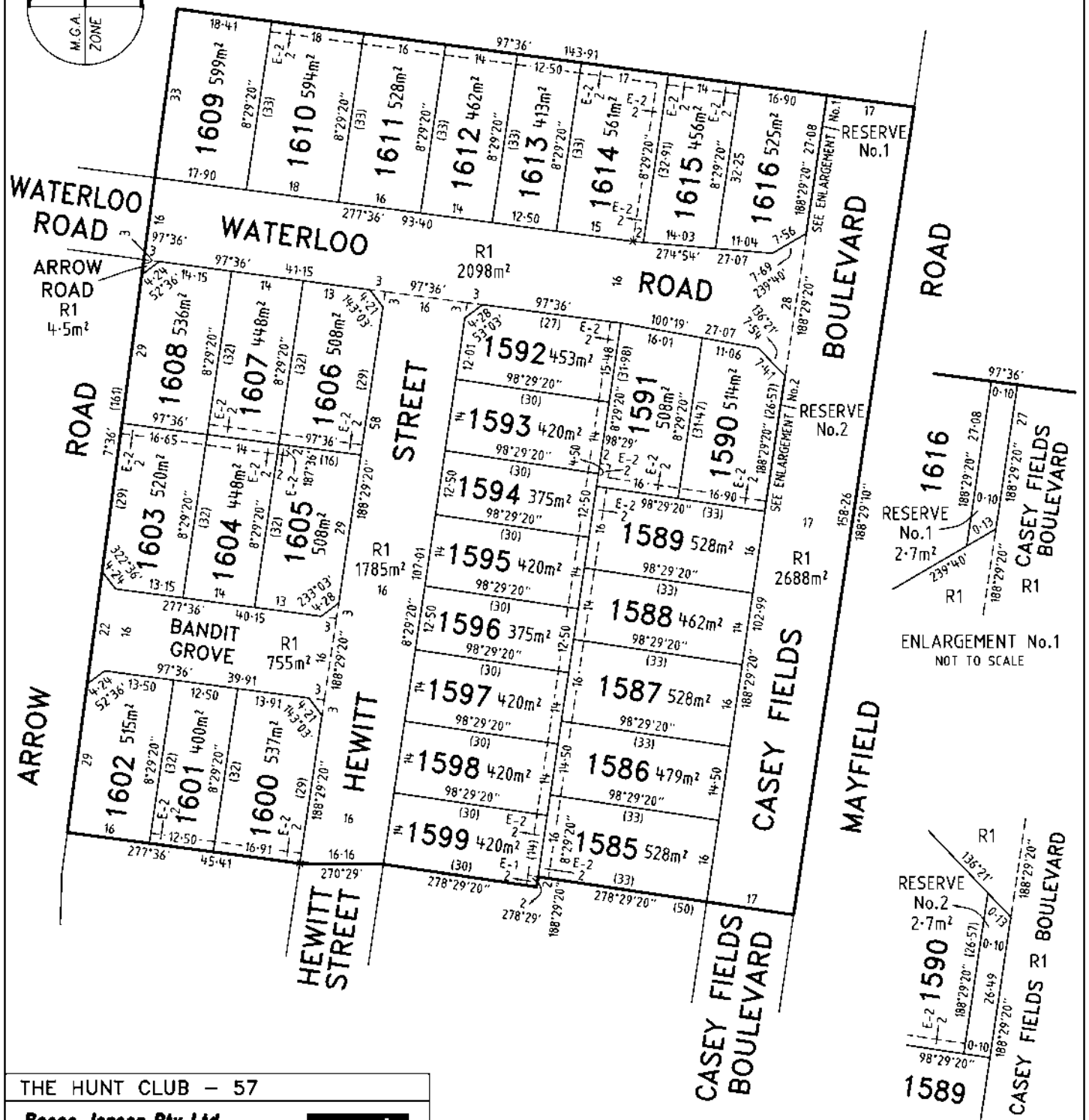
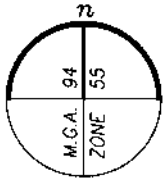
NIL

DOCUMENT END

Signed by Council: Casey City Council Council Ref: S280/10. Original Certification: 21/03/2013. Recertification: 13/05/2013. S.O.C.: 07/03/2014

PLAN OF SUBDIVISION		Stage No. <hr/>	LRS use only EDITION 2	Plan Number PS 641050J
Parish: CRANBOURNE Township: - Section: - Crown Allotment: - Crown Portion: 24 (PART) Title Reference: VOL FOL Last Plan Reference: LOT A PS702827G Postal Address: WATERLOO ROAD (at time of subdivision) CRANBOURNE EAST 3977 MGA Co-ordinates E 351 780 Zone: 55 (of approx. centre N 5 780 840 of land in plan)		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 6 / / 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 and/or Reserves				
Identifier	Council/Body/Person			
ROAD R1 RESERVE No.1 RESERVE No.2	CASEY CITY COUNCIL CASEY CITY COUNCIL CASEY CITY COUNCIL			
Notations				
Staging		This is/is not a staged subdivision Planning Permit No. P659/10		
Depth Limitation		DOES NOT APPLY		
THE WHOLE OF THE LAND IN THIS PLAN HAS AN APPURTENANT CARRIAGEWAY EASEMENT CREATED IN TRANSFER K739498M THIS IS A SPEAR PLAN Survey This plan is/ is not based on survey vide PS445488H, PS646767H This survey has been connected to permanent marks no(s) PM168, PM877080910 In Proclaimed Survey Area No. 52				
Easement Information				
Legend:		E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)		
Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of
E-1 E-1	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	PS702827G PS702827G	CASEY CITY COUNCIL SOUTH EAST WATER CORPORATION
E-2 E-2	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	CASEY CITY COUNCIL SOUTH EAST WATER CORPORATION
LRS use only Statement of Compliance/ Exemption Statement Received <input checked="" type="checkbox"/> Date 7 / 3 / 14 LRS use only PLAN REGISTERED TIME 9:57 DATE 18 / 3 / 2014 S. Bobko Assistant Registrar of Titles Sheet 1 of 3 sheets				
THE HUNT CLUB - 57		LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER SIGNATURE DIGITALLY SIGNED DATE / / REF 7400573 11/04/13 VERSION F DWG 740057AF		
Bosco Jonson Pty Ltd A.B.N 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5992		DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3		

PLAN OF SUBDIVISION	Stage No. /	Plan Number PS 641050J
----------------------------	-------------	----------------------------------



THE HUNT CLUB - 57

Bosco Jonson Pty Ltd
 A.B.N 95 282 532 642
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia DX 20524 Emerald Hill
 Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL	SCALE	
SCALE 1:750	SHEET SIZE A3	<p>LENGTHS ARE IN METRES</p>

LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER

SIGNATURE DIGITALLY SIGNED DATE / /

REF 7400573 11/04/13 VERSION F
 DWG 740057AF

Sheet 2
DATE / /
COUNCIL DELEGATE SIGNATURE
Original sheet size A3

PLAN OF SUBDIVISION	Stage No. /	Plan Number PS 641050J
----------------------------	----------------	----------------------------------

CREATION OF RESTRICTION

The following restriction is to be created upon registration of this plan as directed in Planning Permit No. P659/10

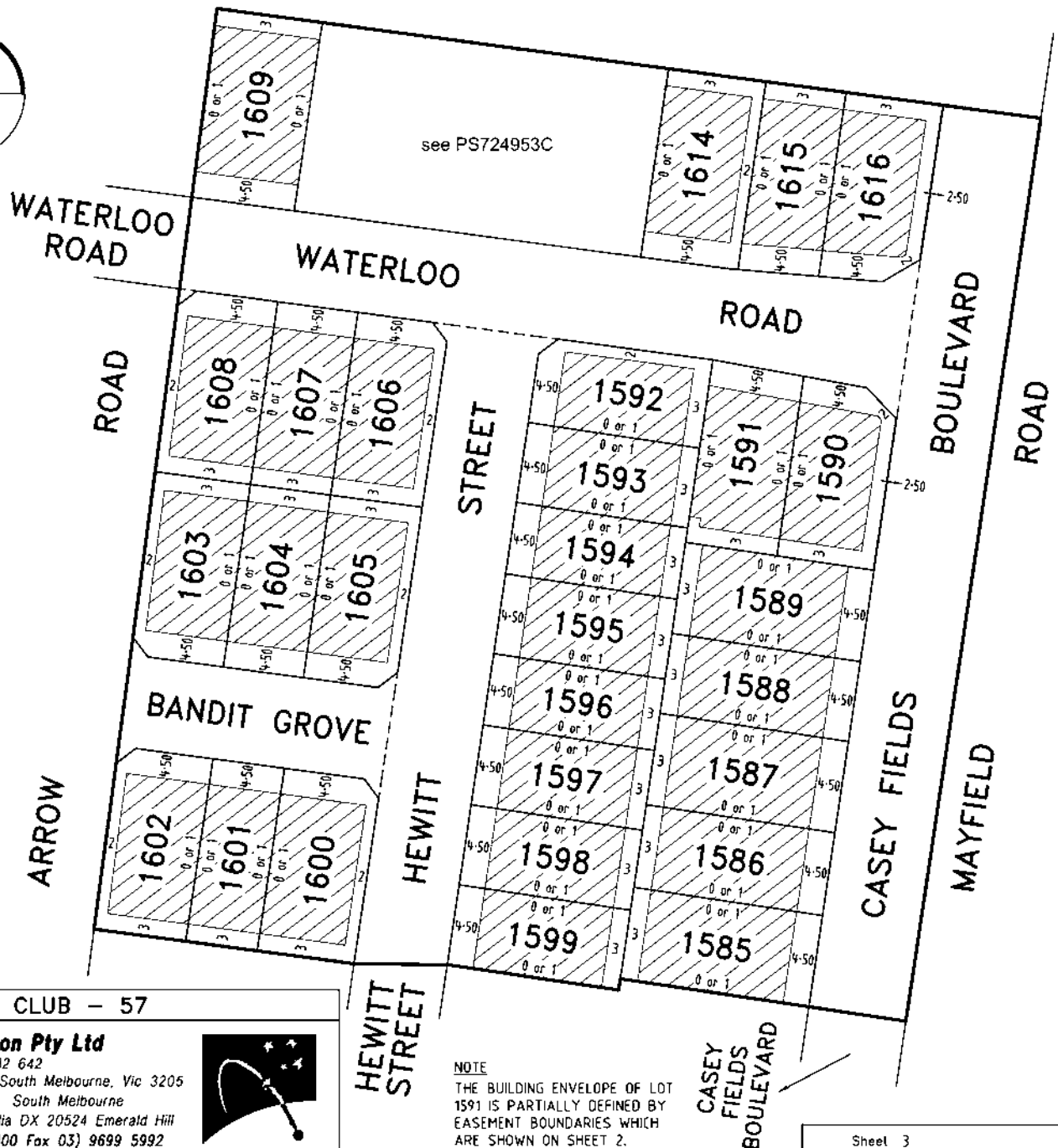
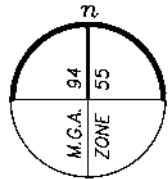
Land to Benefit: Lots 1585 to 1609 & 1614 to 1616 (all inclusive)

Land to be Burdened: Lots 1585 to 1609 & 1614 to 1616 (all inclusive)

Description of Restriction: The registered proprietors of Lots 1585 to 1609 & 1614 to 1616 (all inclusive) on this plan of subdivision shall not:

1. Construct more than one dwelling on any lot.
2. Construct any garage which has an opening width that occupies more than 40 percent of the width of the lot frontage.
3. Construct any garage or carport which is not set back from the front property line by a minimum of 5.50 metres.
4. Construct any garage or carport which is not set back from the front building line by a minimum of 0.84 metres.
5. Construct any dwelling which is not within the designated building envelopes shown hatched except as allowed for within The Hunt Club Siting and Design Controls, Version No. 4 July 2012.
6. Construct any buildings or works other than in accordance with The Hunt Club Siting and Design Controls, Version No. 4 July 2012.

These requirements shall cease to have effect after a period of 10 years from the date of registration of this plan of subdivision.
VARIATION OF REQUIREMENTS 1 to 4 WILL REQUIRE WRITTEN CONSENT FROM THE RESPONSIBLE AUTHORITY



THE HUNT CLUB - 57

Bosco Jonson Pty Ltd
 A.B.N 95 282 532 642
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia DX 20524 Emerald Hill
 Tel 03) 9699 1400 Fax 03) 9699 5992



NOTE
 THE BUILDING ENVELOPE OF LOT 1591 IS PARTIALLY DEFINED BY EASEMENT BOUNDARIES WHICH ARE SHOWN ON SHEET 2.

ORIGINAL	SCALE	LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER	Sheet 3
SCALE 1:750	 LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	DATE / /
		REF 7400573 11/04/13 VERSION F	COUNCIL DELEGATE SIGNATURE
		DWG 740057AF	Original sheet size A3



Plan of Subdivision PS641050J
Certifying a New Version of an Existing Plan (Form 11)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S010441S
Plan Number: PS641050J
Responsible Authority Name: Casey City Council
Responsible Authority Reference Number 1: S280/10
Surveyor's Plan Version: F

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6: 21/03/2013

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has been satisfied at Certification

Digitally signed by Council Delegate: Michele Annette Scarlett
Organisation: Casey City Council
Date: 13/05/2013

AJ061235D



Form 18

Section 181

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A
RECORDING OF AN AGREEMENT**

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Maddocks
Phone: 9288 0555
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref: TGM:5775383 (Hunt Club) **Customer Code:** 1167E

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

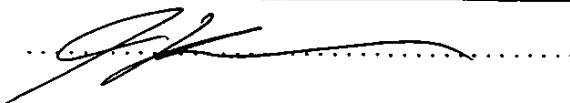
Land: Volume 11277 Folio 075

Authority: City of Casey, 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 Authority:



Name of officer:

James A Hick
TEAM LEADER - SUBDIVISIONS
DELEGATED OFFICER

Office held:

Date:

30th June 2011



Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia
Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666
Email info@maddocks.com.au
www.maddocks.com.au
DX 259 Melbourne

Date 29th June /2011

Agreement under Section 173 of the Planning and Environment Act 1987

Subject Land: Mayfield Precinct

Agreement: Development Infrastructure Contributions

Casey City Council

and

Hunt Club Pty Ltd

AJ061235D

11/07/2011 \$107.50 173



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Agreement under Section 173 of the Planning and Environment Act 1987

DATED 29 / 06 / 2011

AJ061235D



Parties

Name	Casey City Council
Address	Magid Drive, Narre Warren
Short name	Council

Name	Hunt Club Pty Ltd
Address	211 Waverley Road, East Malvern
Short name	Owner

Background

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme. Council is also the Collecting Agency under the Development Contributions Plan
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. The Subject Land is within an area that is being developed for urban purposes.
- D. The Development Contributions Plans apply either to the Subject Land or to the area within which the Subject Land is located. The Planning Permit requires the Owner to undertake the Infrastructure Project(s) and Council and the Owner have also agreed to transfer Project Land on certain terms and conditions.
- E. Council has agreed to allow the Owner to undertake the Infrastructure Project(s) on the terms and conditions set out in this Agreement.
- F. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.
- G. The parties enter into this Agreement:
- to record the terms and conditions on which Council as the Collecting Agency under the Development Contributions Plan has granted its consent to the Owner undertaking the Infrastructure Project; and
 - to record the terms and conditions on which Project Land will be provided to Council in its capacity as a municipal authority; and
 - to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

AJ061235D



THE PARTIES AGREE

1. DEFINITIONS

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Actual Cost of Construction means the actual price of a contract including any cost escalation or variations specifically authorised in writing by Council in respect of the delivery of the Infrastructure Project. The Actual Cost of Construction includes all project design, engineering and supervision fees as may be detailed in the relevant estimate contained in the Development Contributions Plan.

Agreed Project Value means the amount set out or referred to in Schedule 6A or any other amount which has been specifically agreed in writing by Council.

Agreed Land Value means the amount set out in Schedule 6B which is deemed to include all transfer costs, costs of plans of subdivision, registration fees and the like.

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

Approved Plans means the designs of the Infrastructure Project as approved by Council under clause 3.1.5. A copy of an Approved Plan will be available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

Construction Procedures means the procedures set out in Schedule 5.

Council Infrastructure Levy means the Development Infrastructure Levy less the components of the Development Infrastructure Levy relating to the state road contribution and the railway contribution.

Credit means a credit in the amount of the Agreed Project Value or the Agreed Land Value as the case may be or any agreed variation of these against the obligation of the Owner to pay the Council Infrastructure Levy

Development Contributions Plan means the Development Contributions Plan described in Schedule 1.

Development Infrastructure Levy means the infrastructure levy payable under the Development Contributions Plan.

Endorsed Plans means the plans endorsed under the Planning Permit.

Funding Source Plans means the plans labelled *Funding Source* which are attached to this Agreement and marked as Annexure "A".

Infrastructure Project means an infrastructure project described in Schedule 6A and shown in the various Funding Source Plans at Annexure "A" to this Agreement.

lot means a lot on the Endorsed Plan.

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 Subject Land or any part of it.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of the Subject Land and includes any Mortgagee-in-possession.

party or parties means the Owner and Council under this Agreement as appropriate.

Planning Permit means the Planning Permit described in Schedule 2.

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

Project Land means any land referred to in Schedule 6B and shown in any drawings relating to that Project Land attached as Schedule 7.

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

Schedule means a schedule to this Agreement.

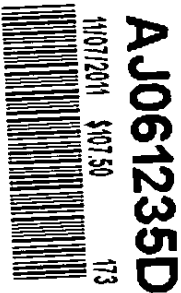
Stage followed by a reference to a stage number is a reference to a specified stage of the development of the Subject Land as identified in any staging plan forming part of the Endorsed Plans.

Statement of Completion means a statement in writing prepared by Council stating that the Infrastructure Project has been completed to the satisfaction of Council.

Subject Land means the land described in Schedule 3 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

2. INTERPRETATION

- In this Agreement unless the context admits otherwise:
- 2.1 The singular includes the plural and vice versa.
 - 2.2 A reference to a gender includes a reference to each other gender.
 - 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
 - 2.4 If the Owner comprises more than one party, then this Agreement binds them jointly and each of them severally.
 - 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
 - 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
 - 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.



2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

AJ061235D



3. OBLIGATIONS OF THE PARTIES

3.1 Specific obligations

The Owner covenants and agrees that:

- 3.1.1 it will pay to Council the Development Infrastructure Levy in accordance with the Development Contributions Plan and Planning Permit unless the Owner is entitled to a Credit;
- 3.1.2 it will construct the Infrastructure Projects in the table in Schedule 6A prior to the milestones identified in the table as part of the development of the Subject Land;
- 3.1.3 it will undertake the land transactions listed in the table in Schedule 6B prior to the milestones identified in that table as part of the development of the Subject Land;

Infrastructure Projects

- 3.1.4 it will at its initial cost¹ prepare detailed design and engineering plans and specifications ("designs") of the Infrastructure Projects and submit the designs to Council;
- 3.1.5 the designs must:
 - 3.1.5.1 be to the satisfaction of Council;
 - 3.1.5.2 comply with any standard set out in the Development Contributions Plan; and
 - 3.1.5.3 comply with any conditions or requirements set out in the Planning Permit or the Planning Scheme -

and the approval of the designs by Council will be reflected by a set of plans and specifications which are endorsed by Council as approved plans or the like;

- 3.1.6 it will obtain all necessary permits and approvals for the Infrastructure Projects;
- 3.1.7 it will, submit to Council for its approval prior to any contract being awarded for the Infrastructure Projects -

¹ The design, supervision and engineering fees are included in the Actual Cost of Construction and the Agreed Project Value.

AJ061235D

11/07/2011 \$107.50 173



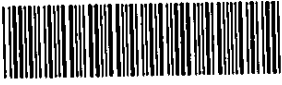
- 3.1.7.1 a copy of the terms and conditions of any contract to be awarded generally in accordance with the Approved Plans; and
- 3.1.7.2 construction cost schedules reflecting the Actual Cost of Construction and cost allocations to Infrastructure Projects consistent with the Funding Source Plans
- 3.1.7.3 a proposed construction program;
- 3.1.8 in carrying out the works associated with an Infrastructure Project it must provide for the protection of people and property in accordance with appropriate occupational health and safety plans and practices which have first been approved by the owner of any land upon which the works associated with the Infrastructure Project are to be conducted;
- 3.1.9 it will:
 - 3.1.9.1 construct the Infrastructure Project in accordance with the Approved Plans to the satisfaction of Council unless Council has approved in writing a variation from the Approved Plans; and
 - 3.1.9.2 comply with the Construction Procedures;
- 3.1.10 each Infrastructure Project will be completed before the milestone described in the table in Schedule 6A and if an Infrastructure Project is not completed before that milestone, Council may withhold any Statement of Compliance which is due unless alternative arrangements are made to the satisfaction of Council for the completion of the Infrastructure Project;
- 3.1.11 following the completion of an Infrastructure Project the Owner may apply for a Statement of Completion;

Statement of Completion

- 3.1.12 the issue of a Statement of Completion by Council is subject to compliance with this Agreement and the Construction Procedures;
- 3.1.13 following the completion of an Infrastructure Project as evidenced by the Statement of Completion the Owner;
 - 3.1.13.1 must provide Council with a copy of any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the Infrastructure Project;
 - 3.1.13.2 must provide a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project;
 - 3.1.13.3 must comply with relevant conditions of the Planning Permit; and

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3.1.13.4 is responsible for the maintenance of the Infrastructure Project in good order, condition and repair to the satisfaction of Council for the period specified in Schedule 4 or if no time is specified in Schedule 4 then for 3 months from the date of the Statement of Completion;

Payment of Claims

- 3.1.14 during the undertaking of an Infrastructure Project, the Owner may submit a claim to Council in respect of the Agreed Project Value. A claim for payments must not be submitted more than once in each month in respect of each Infrastructure Project and a claim for a progress payment must not be made unless the primary contract for the Infrastructure Project enables the contractor undertaking that Infrastructure Project to seek a progress payment from the Owner in respect of the progressive completion of the Infrastructure Project. Any claim must be accompanied by documentation in the form of a progress claim by the Owner's contractor, invoices, engineer's certificates and similar documents, to verify the claim;
- 3.1.15 a claim, including any request for a progress payment for or in respect of the Agreed Project Value is subject to reasonable verification of the claim including the verification of the progression of any works in respect of which the progress payment relates and in any case will be limited to the Agreed Project Value;
- 3.1.16 upon the provision of a Credit and or payment in respect of any claim including any progress claim, Council's obligations to the Owner in respect of that claim are completed but the Owner's obligations for progression of the works to completion remain and upon completion obligations in respect of the maintenance of the Infrastructure Project under this Agreement remain for the duration of the period of maintenance referred to in clause 3.1.13.4;
- 3.1.17 where an amount is payable to the Owner in respect of an Infrastructure Project or Project Land which is listed in Schedule 6A or 6B and that item is identified in the table in the schedules as having a Development Contributions Plan Credit as the funding source, the amount payable to the Owner must be first made as a Credit to the Owner;

Project Land

- 3.1.18 the Owner is entitled to the Agreed Land Value in respect of the Project Land identified in the table in Schedule 6B to be transferred by the Owner to Council;
- 3.1.19 the Project Land must be transferred to or vested in Council before the milestone described in the table in Schedule 6B and if the Project Land is not transferred to or vested in Council before the milestone as described, Council may withhold the Statement of Compliance which is due in respect of a plan of subdivision containing that Project Land unless arrangements are made to the satisfaction of Council;

Project Number 1 – Linsell Blvd east of Tangemere Way

3.1.20 the Owner is only required to construct the Infrastructure Project identified as Project Number 1 in Schedule 6A if within 6 months of the date of this Agreement Council advises the Owner in writing that

3.1.20.1 Council has not authorised a third party to provide that Infrastructure Project; and

3.1.20.2 the Owner is required to construct Project Number 1 in Schedule 6A.

Project Number 5 – Intersection of Casey Fields Blvd and Berwick Cranbourne Road

3.1.21 subject to this Agreement, the Owner must either construct Project Number 5(a) or 5(b) in Schedule 6A by the milestone set out in the table to Schedule 6A provided that if the Owner constructs Project Number 5(b), it must also enter into a further agreement with Council to construct Project Number 5(a) or provide evidence to the satisfaction of Council that it has agreed with a 3rd party to complete Project Number 5(a) in a timely manner to the satisfaction of Council.

3.2 Obligations regarding procurement

The Owner agrees that notwithstanding anything contained in this Agreement, Council is not obliged to pay any amounts either in cash or as a Credit to the Owner in respect of an Infrastructure Project under this Agreement unless:

3.2.1 the procurement of the Infrastructure Project has been the subject of a competitive public tender to the satisfaction of Council; and

3.2.2 the final price for the proposed contract in respect of the Infrastructure Project has been agreed with Council prior to execution of a contract in respect of that Infrastructure Project.

4. AGREED LAND VALUE

4.1 Council and the Owner agree that:

4.1.1 the Agreed Land Value is intended to replace the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of Project Land; and

4.1.2 upon payment being made in accordance with this Agreement whether as a monetary amount or by a Credit in respect of the Agreed Land Value or any other amount agreed to be paid under this Agreement in respect of any land, no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of the Project Land.

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5. OBLIGATIONS OF COUNCIL

5.1 Credit and other matters

Council agrees that:

5.1.1 it will issue a Statement of Completion or reasons for the refusal of a Statement of Completion in respect of a particular stage of subdivision within 14 days and if it fails to do so, the Owner may reapply for the Statement of Completion or adopt dispute resolution;

5.1.2 upon the issue of a Statement of Completion, the Owner will be entitled to the Credit or payment in respect of the Infrastructure Project identified as project number 1 in the table in Schedule 6A;

5.1.3 upon the issue of a Statement of Completion, the Owner will be entitled to a Credit and payment in respect of the Infrastructure Project identified as project number 2 in the table in Schedule 6A;

5.1.4 upon the transfer or vesting of Project Land in Council, the Owner will be entitled to a payment in respect of the Project Land described in Projects Numbers 6, 7 and 8 of the table to Schedule 6B in respect of the Agreed Land Value;

5.1.5 after the expiry of the maintenance period referred to in clause 3.1.13.4, maintenance of the works in respect of the Infrastructure Project becomes the responsibility of Council;

5.1.6 where a claim for a Credit or payment is made and it is accepted by Council and the Credit or payment is due to the Owner under this Agreement it must be made or paid as the case may be:

5.1.6.1 within 14 days of the receipt of the claim if it is in respect of a progress payment under clause 3.1.15; otherwise;

5.1.6.2 within 30 days of the date of the Statement of Completion or the transfer or vesting of the Project Land as the case may be;

5.1.7 where Council does not accept a claim, Council must immediately advise the Owner clearly specifying the reason for the non acceptance of the claim and allow the Owner to provide such information as is reasonably required to satisfy Council in respect of the claim;

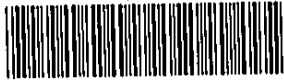
5.1.8 Council will not withhold a Statement of Compliance where;

5.1.8.1 a 3rd party who has been authorised to proceed with the works referred to in clause 3.1.20 has not completed those works; or

5.1.8.2 in relation to Project Number 1 in the table to Schedule 6A the Owner has been given a notice under clause 3.1.20.2 and

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5.1.8.2.1 the Owner has substantially commenced the physical works associated with the delivery of that Infrastructure Project; and

5.1.8.2.2 Council is reasonably satisfied that the Owner is using best endeavours to complete that Infrastructure Project in a timely manner;

5.1.9 if the Owner asks Council to agree to a variation of the Agreed Project Value for circumstances which are unforeseen as at the date of entering into this Agreement Council will act reasonably in determining whether or not to agree to any variation of the Agreed Project Value.

6. FURTHER OBLIGATIONS OF THE PARTIES

6.1 Transaction costs

Unless expressly provided to the contrary, where one party is required to transfer or vest land to or in the other party, the party transferring or vesting the land to or in the other party is responsible for the payment of all costs and disbursements associated with that transfer or vesting as the case may be.

6.2 Funding sources

The parties agree that the obligations and source of funds for performance of obligations as described in this Agreement is intended to be consistent with Schedules 6A and 6B, and the Funding Source Plans.

6.3 Notice and Registration

The Owner covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

6.4 Further actions

The Owner covenants and agrees that:

6.4.1 the Owner will do all things necessary to give effect to this Agreement;

6.4.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

6.5 Council's Costs to be Paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution,

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registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

6.6 Interest for overdue moneys

6.6.1 Any amount due under this Agreement but unpaid by the due date incurs interest at the rate prescribed under section 172 of the *Local Government Act* 1989 and any payment made shall be first directed to payment of interest and then the principal amount owing;

6.6.2 Notwithstanding anything contained in this Agreement, no interest will begin to accrue unless and until the party obliged to make a payment has been specifically notified in writing by the other party of the event which gives rise to the obligation to make the payment.

7. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed.

8. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

9. SUCCESSORS IN TITLE

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

9.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

9.2 execute a deed agreeing to be bound by the terms of this Agreement.

10. GENERAL MATTERS

10.1 Notices

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

10.1.1 by delivering it personally to that party;

10.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or

10.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

10.2 Service of Notice

A notice or other communication is deemed served:

10.2.1 if delivered, on the next following business day;

10.2.2 if posted, on the expiration of 7 business days after the date of posting; or

10.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.



10.3 No Waiver

Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

10.4 Severability

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 must be severed and the other provisions of this Agreement will remain operative.

10.5 No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

11. GST

11.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as their definition in that Act.

11.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

11.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 11.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

11.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 11.3.

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12. DISPUTE RESOLUTION

- 12.1.1 This clause does not apply to a dispute arising in relation to any decision made by Council under clause 3.2.2 or any request for a variation to the Agreed Project Value.
- 12.1.2 Except as otherwise specified in this Agreement, if any dispute arises then, subject to clause 12.1.6 either party may at its election:
 - 12.1.2.1 refer the dispute to the Tribunal for resolution to the extent permitted by the Act; or
 - 12.1.2.2 refer the dispute to arbitration by an arbitrator agreed upon in writing by the parties or, in the absence of such agreement the chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee.
- 12.1.3 A party may not commence arbitration or refer the dispute to the Tribunal until it has complied with clauses 12.1.4 and 12.1.5
- 12.1.4 If a dispute arises, then either party will send a notice of dispute in writing adequately identifying and providing details of the dispute.
- 12.1.5 Within 14 days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute and failing resolution of the dispute to explore and, if possible, agree on methods of resolving the dispute by other means. At any such conference each party must be represented by a person having authority to agree to a resolution of the dispute:
- 12.1.6 If the dispute cannot be resolved or if at any time either party considers that the other party is not making reasonable efforts to resolve the dispute, either party may by notice to the other party refer such dispute to the Tribunal (to the extent permitted by the Act) or if the Tribunal is unable to determine the matter for lack of jurisdiction then to arbitration.

13. COMMENCEMENT OF AGREEMENT

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

14. ENDING OF AGREEMENT

- 14.1 This Agreement ends when the Owner has complied with all of its obligations (including all maintenance obligations) under this Agreement.
- 14.2 If a party asks Council to remove the registration of this Agreement as against a Residential Lot, Council may consent to that removal provided it is satisfied that the obligations in this Agreement are secured to its satisfaction.
- 14.3 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(1) of the Act to cancel the recording of this Agreement on the register.

SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.



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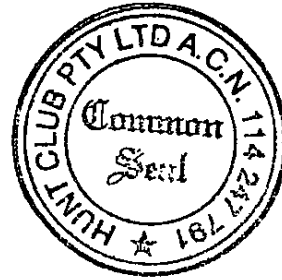
SIGNED SEALED AND DELIVERED by the Chief Executive Officer on behalf of CASEY CITY COUNCIL pursuant to the power delegated to that person by an Instrument of Delegation dated the 21st April 2009 in the presence of:

Mike Tyler

Megan Rainey
Witness

MEGAN RAINEY
Print Name

The Common Seal of Hunt Club Pty Ltd ACN 114247791 was affixed in the presence of authorised persons:



Albert George Dennis
Director

Natalie Rae Postma
Director (or Company Secretary)

Full name **ALBERT GEORGE DENNIS (DIRECTOR)**
211 Waverley Rd, East Malvern 3145

Full name **Natalie Rae Postma (Secretary)**
211 Waverley Road, East Malvern 3145

Usual address

Usual address

Mortgagee's Consent

Westpac Banking Corporation as Mortgagee under Instrument of mortgage No. AH400588Y consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee in possession, agrees to be bound by the covenants and conditions of this Agreement

SIGNED FOR AND ON BEHALF OF WESTPAC BANKING CORPORATION ABN 33 007 417 141 BY ITS ATTORNEY UNDER GENERAL POWER OF ATTORNEY DATED 17 JANUARY 2001 A CERTIFIED COPY OF WHICH IS FILED IN PERMANENT ORDER BOOK NO 277 AT PAGE 616 THE ADDRESS OF:

BY EXECUTING THIS DOCUMENT THE ATTORNEY STATES THAT THEY HAVE RECEIVED NO NOTICE OF REVOCATION OF THE POWER OF ATTORNEY

[Signature]
X WITNESS
Signed *John Rich*
X NAME OF WITNESS

[Signature]
NAME *Natalie Rae Postma*
TIER: THREE
DATE 21 June 2011



SCHEDULE 1

Development Contributions Plan

The Development Contributions Plan is the **Local Structure Plan 3 Development Contributions Plan** being an Incorporated Document in the Planning Scheme.

SCHEDULE 2

The Planning Permit

Planning permit number P659/10 issued on 1 November 2010 or any subsequent amendment to that permit.

SCHEDULE 3

The Subject Land

Address - 165s Berwick-Cranbourne Road, Cranbourne East.

Lot S on Plan of Subdivision 640960W Certificate of Title Volume 11277 Folio 075

SCHEDULE 4

The Maintenance Period.

The Maintenance Period is 3 months.



SCHEDULE 5

Construction Procedures

Procedure for issue of Statement of Completion

1. Upon the completion of the Infrastructure Project the Owner must notify Council or any other relevant authority.
2. Within 14 days of receiving notice of the completion of an Infrastructure Project from the Owner, Council or any other relevant authority must inspect the Infrastructure Project and determine whether or not to issue the Statement of Completion.
3. If Council is not satisfied with the Infrastructure Project, Council may refuse to issue a Statement of Completion provided Council informs the Owner in writing within 7 days of inspection and:
 - a. identifies in what manner or respect the Infrastructure Project is not satisfactorily completed; and
 - b. what must be done to satisfactorily complete the Infrastructure Project
4. Council may, notwithstanding the detection of a minor non-compliance determine to issue a Statement of Completion if Council is satisfied that the proper completion of the outstanding matter can be secured by the payment of a financial amount to Council or the provision of some other security for the proper completion of that outstanding matter.

Access

5. Before accessing land owned by Council or a 3rd party for the purpose of constructing any Infrastructure Project, the Owner must satisfy Council or if requested by a 3rd party that person, that the Owner has in place all proper occupational health and safety plans as may be required under any law of the State of Victoria.
6. Subject to the satisfaction of Council in relation to all health and safety matters and any other regulatory requirements, Council will provide all reasonable access as may be required to its land in order to enable an Infrastructure Project to be completed and maintained in accordance with the Approved Plans.

Quality of work

7. Apart from any other requirement contained in the Agreement, all work must:
 - a. Accord with Council's Engineering Standard Drawings and Specifications unless otherwise approved;
 - b. use good quality materials, not involving asbestos and which are suitable for the purpose for which they are required;
 - c. be carried out in a good and workmanlike manner;
 - d. be fit and structurally sound, fit for purpose and suitable for its intended use;
 - e. not encroach on land other than the land shown in any plans or specifications approved by Council;



- f. comprise best industry practice;
- g. unless otherwise authorised comply with any relevant current Australian Standard

SCHEDULE 6A
Infrastructure Projects

Project Number	Infrastructure Project Description	Nature of Project	Milestone for the completion of the Infrastructure Project	Agreed Project Value	Funding Source	Timing for Payment / Credit ²
1	Linsell Boulevard Unspecified project in the LSP 3 DCP.	Construction of Linsell Blvd as a single two way carriageway between Broad Oak Drive and approximately 40m east of the alignment of Tangemere Way as shown shaded purple on the Funding Source Plan No 1 in Annexure A.	No later than prior to the issue of a Statement of Compliance for any stage north of Bradford Drive as described in the staging plan forming part of the Endorsed Plans unless otherwise approved in writing by Council.	The indexed value of the item in accordance with LSP 3 DCP at the time the claim for costs is lodged or the Actual Cost of Construction whichever is the lesser.	LSP 3 DCP, Council and Melbourne Water.	Upon issue of a Statement of Completion and submission of a satisfactory claim by the developer for the Agreed Project Value.
2	Linsell Boulevard Project RD 06 and Linsell Boulevard through to a point where it connects with the existing Linsell Boulevard.	Construction of Linsell Blvd as a single 2 way carriageway between the eastern limit of Project Number 1 and connecting with Linsell Blvd east of the proposed intersection of Linsell Blvd with Casey Fields Blvd as shown shaded purple on the Funding Source Plan 2 in Annexure A.	No later than prior to the issue of a Statement of Compliance for any stage north of Bradford Drive as described in the staging plan forming part of the Endorsed Plans.	The indexed value of the item in accordance with CE DCP at the time the claim for costs is lodged or the Actual Cost of Construction whichever is the lesser.	Council and CE DCP	Upon issue of a Statement of Completion and submission of a satisfactory claim by the developer for the Agreed Project Value.

² Where a progress claim is made under this Agreement, the Timing for Payment under this column shall be read subject to the ability to make progress payments or give credits progressively as the case may be.

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Project Number	Infrastructure Project Description	Nature of Project	Milestone for the completion of the Infrastructure Project	Agreed Project Value	Funding Source	Timing for Payment / Credit
3	Intersection of Linsell Boulevard and Casey Fields Boulevard	Construction of a Type C Intersection between Linsell Boulevard and Casey Fields Boulevard	Prior to the issue of a Statement of Compliance for Stage 82 as described in the staging plan forming part of the Endorsed Plans.	Not applicable	Owner	Not applicable.
4	Casey Fields Boulevard	Staged construction of Casey Fields Boulevard between Linsell Boulevard and Berwick Cranbourne Road	The relevant sections north of Bradford Drive to Linsell Blvd must be constructed prior to the issue of a Statement of Compliance for the relevant stage. The section south of Bradford Drive to the Berwick-Cranbourne Road must be constructed prior to the issue of a Statement of Compliance for any stage of the subdivision south of Bradford Drive.	Not applicable.	Owner	Not applicable.

Project Number	Infrastructure Project Description	Nature of Project	Milestone for the completion of the Infrastructure Project	Agreed Project Value	Funding Source	Timing for Payment / Credit
5(a)	The addition of a northern leg to an intersection between Casey Fields Boulevard and Berwick Cranbourne Road constructed or to be constructed by others..	Construction of a northern leg to an existing intersection of Berwick-Cranbourne Road and Casey Fields Blvd as shown shaded purple in Funding Source Plan 3 in Annexure A.	Prior to the issue of a Statement of Compliance for Stage 83 as described in the staging plan forming part of the Endorsed Plans unless otherwise agreed in writing by Council.	Not applicable	Owner	Not applicable
5(b)	Alternatively, a suitable intersection connecting Casey Fields Blvd (north) to Berwick Cranbourne Road to the satisfaction of Council and VicRoads.	Construction of an intersection of Berwick-Cranbourne Road and Casey Fields Blvd.	Prior to the issue of a Statement of Compliance for Stage 83 as described in the staging plan forming part of the Endorsed Plans unless otherwise agreed in writing by Council.	Not applicable	Owner	Not applicable

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SCHEDULE 6B
Project Land

Project Number	Project Land Description	Title or plan reference	Area of the Project Land	Milestone for transfer or vesting of the Project Land	Agreed Land Value	Funding Source	Timing for Payment / Credit
6	Project RD 01(a) of CE DCP Casey Fields Boulevard - Land required for extension of road reservation from connector street width to 34m within the Hunt Club Estate.	Refer to Schedule 7.	.25 ha	Within 60 days of the execution date of this Agreement.	\$300,000	CE DCP and Council	Within 30 days of the date of registration of a plan of subdivision identifying the land as having vested in Council.
7	RD 01(d) of CE DCP Casey Fields Boulevard - Land required for extension of road reservation from connector street width to 34m within Hunt Club Estate immediately north of Berwick Cranbourne Road.	Refer to Schedule 7.	.31 ha	Concurrent with the Registration of the Plan of Subdivision for Stage 83 as described in the endorsed plans to the Planning Permit.	\$371,160	CE DCP and Council	Within 30 days of the date of registration of a plan of subdivision identifying the land as having vested in Council.
8	RD 05 of CE DCP Linsell Boulevard - Land required for 34m road reservation between the Pipe Track and Casey Fields Blvd.	Refer to Schedule 7.	1.4 ha	Within 60 days of the execution date of this Agreement.	\$1.68m	CE DCP and Council	Within 30 days of the date of registration of a plan of subdivision identifying the land as having vested in Council.

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SCHEDULE 7

Plan of the Project Land



ANNEXURE "A"
FUNDING SOURCE PLAN 1
Project 1

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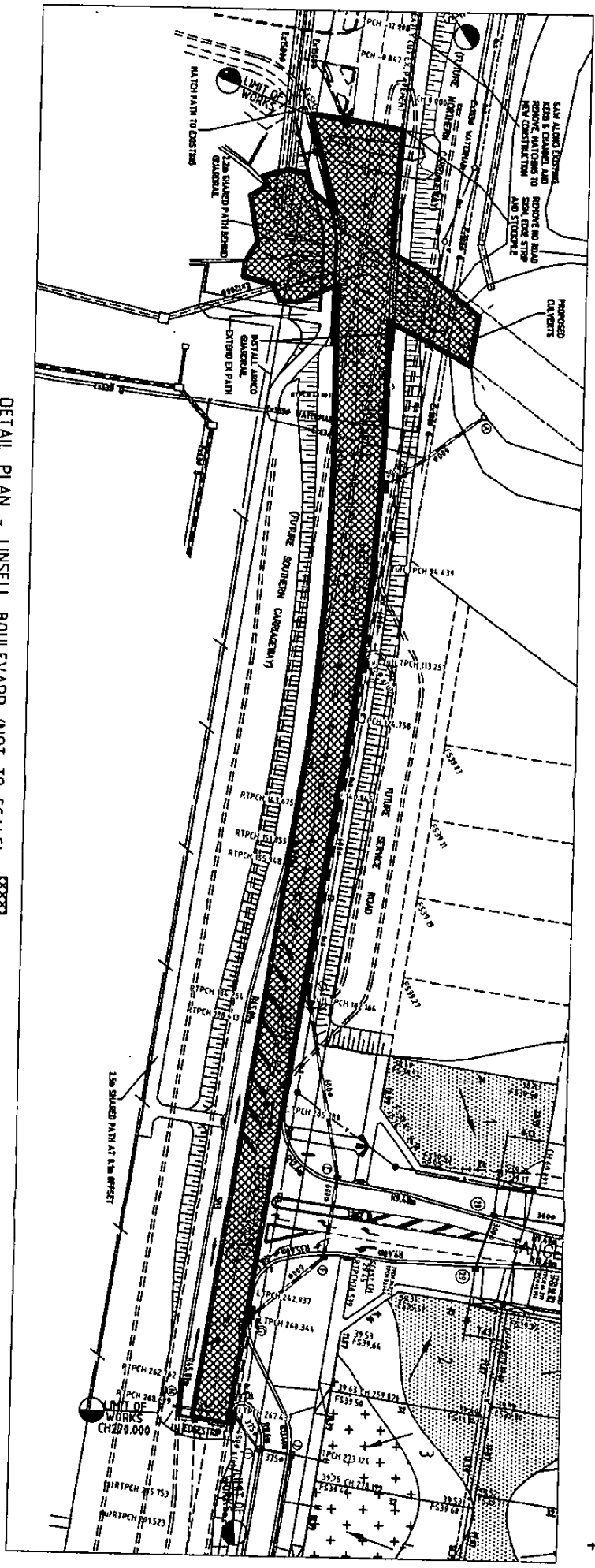
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DETAIL PLAN - LINSSELL BOULEVARD (NOT TO SCALE)

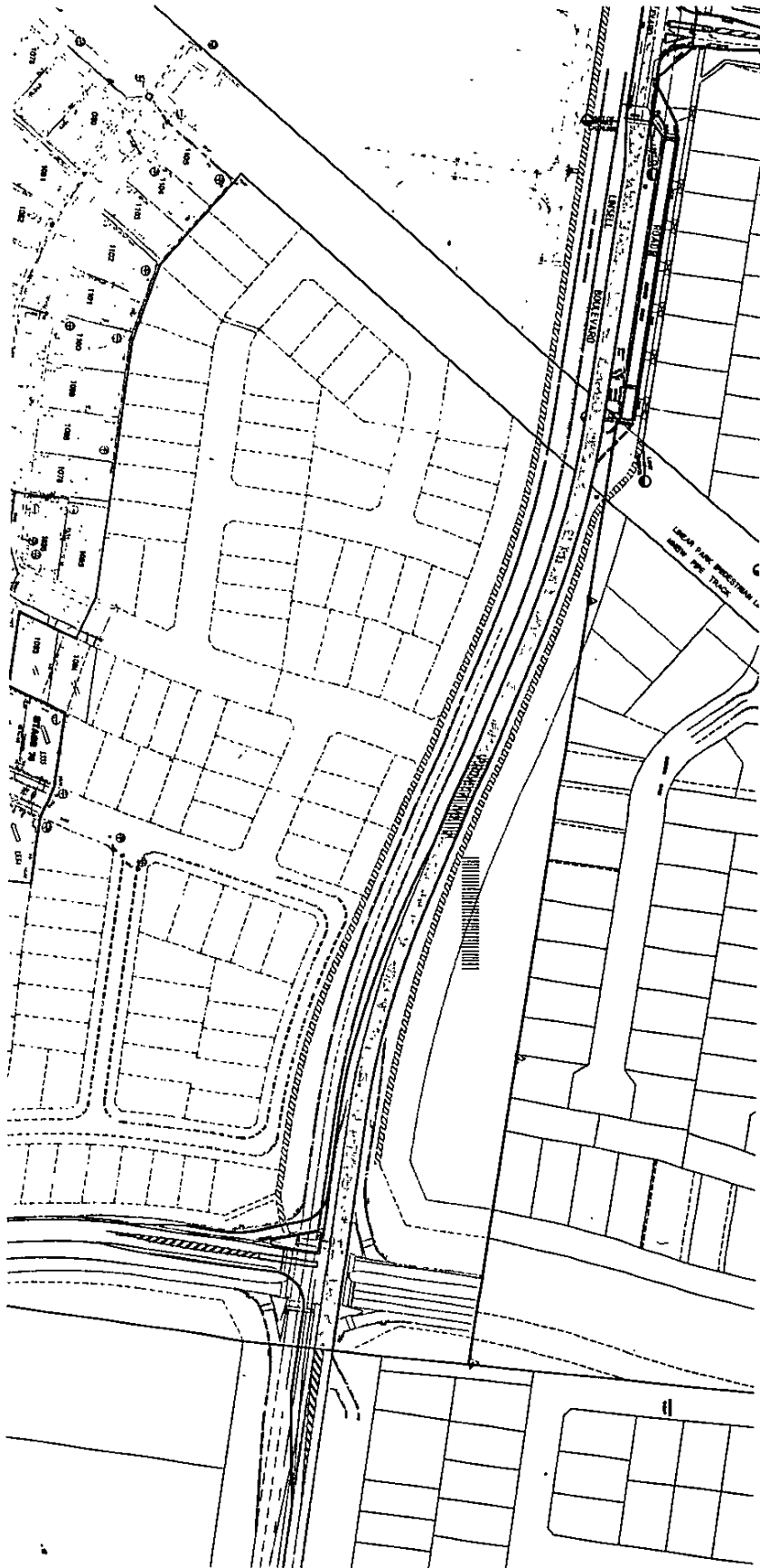


PROJECT No 1



FUNDING SOURCE PLAN 2
Project 2

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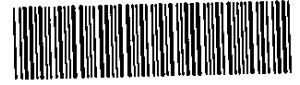


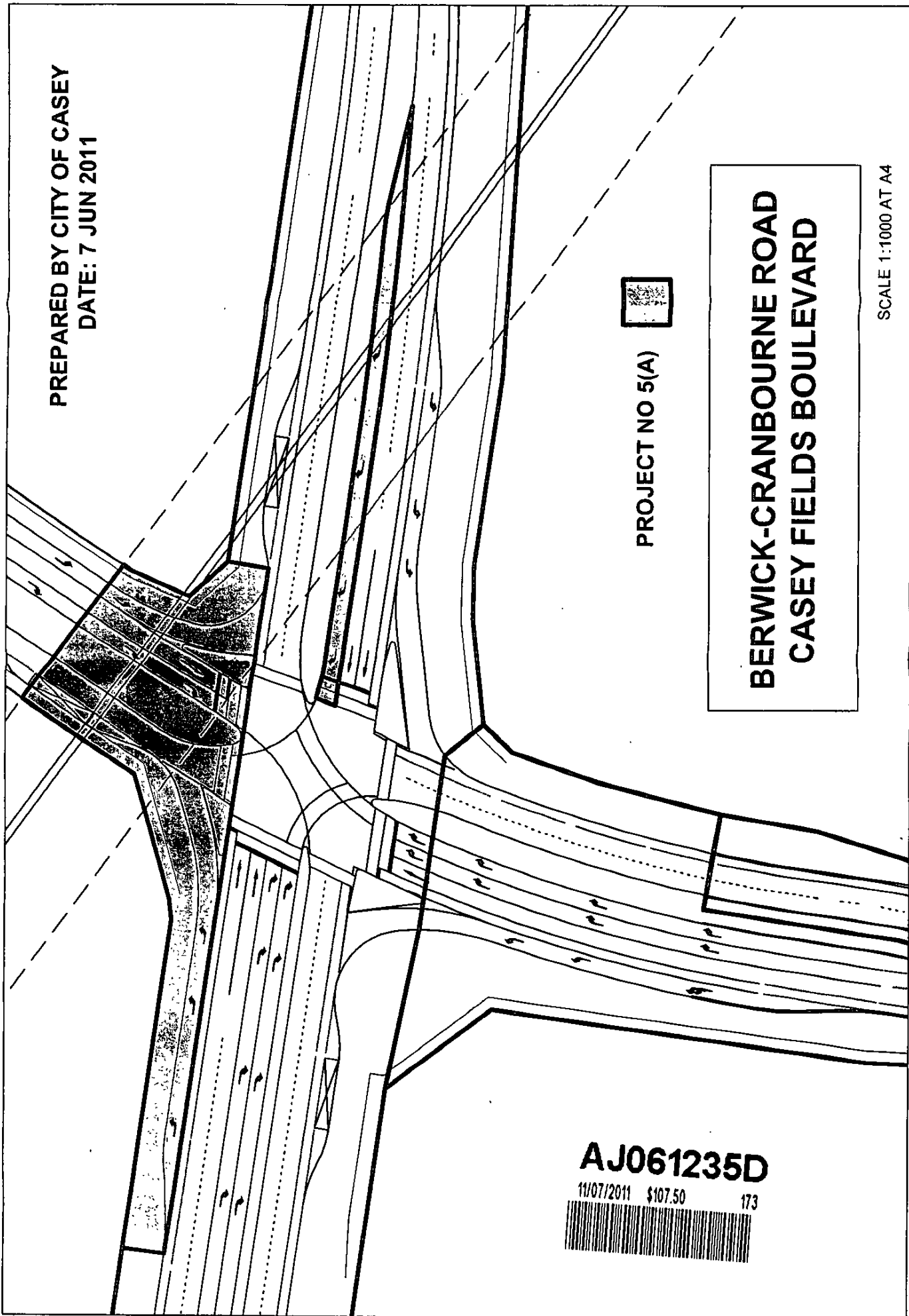
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**Funding Source Plan 3
Project 5(a)**

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PREPARED BY CITY OF CASEY
DATE: 7 JUN 2011



PROJECT NO 5(A)

**BERWICK-CRANBOURNE ROAD
CASEY FIELDS BOULEVARD**

SCALE 1:1000 AT A4

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A barcode with the number 173 to its right.

AL096015E

Transfer of Land

Creating an Easement and/or Restrictive Covenant

Section 45 Transfer of Land Act 1958

Privacy Collection Statement
The information from this form is collected by the Registrar of Titles under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

Lodged by

Name:

Phone:

Address:

Reference:

Customer Code:

**MSA - Vic
13027E**

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: *(volume and folio)*

Volume 11480 Folio 248

Estate and Interest: *(e.g. "all my estate in fee simple")*

All its estate in fee simple

Consideration:

\$194,000.00

Transferor: *(full name)*

Hunt Club Pty Ltd

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

Andrew Fossett Pty Ltd (ACN 147 690 677) of 2/9 Hammel Court, Hallam, Victoria, 3803

Directing Party: *(full name)*

Creation and/or Reservation of Easement and/or Restrictive Covenant

"AND the said Transferee/s with the intention that the benefit of this covenant shall be attached to and run at law and in equity with every lot on the said Plan of Subdivision no. PS 641050J other than the lot hereby transferred and that the burden of this covenant shall be annexed to and run at law and in equity with the said lot hereby transferred does hereby for themselves their heirs executors administrators and transferees covenants with the said Transferor and the registered proprietor or proprietors for the time being of every lot on the said Plan of Subdivision no. PS 641050J and every part or parts thereof other than the lot hereby transferred that the said Transferee/s their heirs executors administrators and transferees shall not at any time on the said lot hereby transferred or any part or parts thereof.

30800812A

Duty Use Only

T2

Page 1 of 3

THE BACK OF THIS FORM MUST NOT BE USED

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

AL096015E

Transfer of Land

Creating an Easement and/or Restrictive Covenant

Section 45 Transfer of Land Act 1958

Dated: 19/5/14
Parties: Hunt Club Pty Ltd & Andrew Fossett Pty Ltd

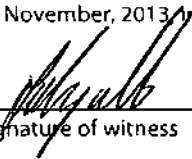
Signatures of the Parties

- (a) erect or cause to be erected more than a single dwelling;
 - (b) erect or cause to be erected any dwelling in excess of 60% site coverage as specified within The Hunt Club Siting and Design Controls Version – No. 4 July 2012. This includes all roofed areas except for eave overhangs;
 - (c) erect or cause to be erected any dwelling and or garage other than a dwelling and or garage with external walls constructed substantially of brick, brick veneer or stone or such other materials approved by the Transferor in writing;
 - (d) erect or cause to be erected any dwelling and or garage other than a dwelling and or garage with a roof constructed of tiles or colorbond or other materials approved by the Transferor in writing;
 - (e) erect or cause to be erected any dwelling and or garage unless all building rubbish waste debris and litter is contained within the lot hereby transferred;
 - (f) erect or cause to be erected any side fence or rear boundary fence of any material other than specified in The Hunt Club Siting and Design Controls Version – No. 4 July 2012;
 - (g) erect or cause to be erected any front fence;
 - (h) park any motor vehicle with a load capacity in excess of 1 tonne and used for commercial purposes or any caravan between the front boundary of the lot hereby transferred and the front building line of the house erected thereon;
 - (i) erect or cause to be erected any dwelling or works other than a dwelling or works that comply with The Hunt Club Siting and Design Controls Version – No. 4 July 2012.
- The Covenant shall cease to apply or affect the burdened land ten (10) years from the registration of the Plan of Subdivision no. PS 641050J."

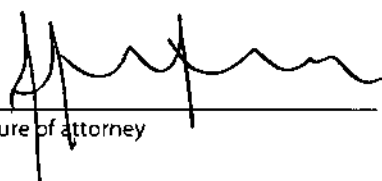
Dated: 19/5/14

Execution and attestation:

Executed for and on behalf of Hunt Club Pty Ltd ACN 114 247 791
by its attorney Steven John Smith under power of attorney dated
29 November, 2013, in the presence of



Signature of witness



Signature of attorney

Tracey Ongarello

Full name of witness (print)
Witness address: Level 26, 530 Collins Street
Melbourne VIC 3000

30800812A

T2

Page 2 of 3

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

AL096015E

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Dated: 19/5/14

Parties: Hunt Club Pty Ltd & Andrew Fossett Pty Ltd

Signatures of the Parties

Executed by Andrew Fossett Pty Ltd (ACN 147 690 677)
in accordance with the Corporation Act 2001 by being signed
by the person who is Authorised to sign for the company:

Signature of Sole Director and Sole Company Secretary

Andrew Mark Fossett

Usual address:

9 KOALA AVENUE
NONAWADING VIC 3131

30800812A

T2

Page 3 of 3

THE BACK OF THIS FORM MUST NOT BE USED

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



Property Report

from www.land.vic.gov.au on 14 February 2015 03:57 PM

Lot / Plan: Lot 1607 PS641050

Address: 33 WATERLOO ROAD CRANBOURNE EAST 3977

SPI (Standard Parcel Identifier): 1607\PS641050

Local Government (Council): CASEY **Council Property Number:** 114560

Directory Reference: Melway 134 E4

This parcel is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Parcel Details

Lot/Plan or Crown Description	SPI
Lot 1607 PS641050	1607\PS641050

State Electorates

Legislative Council: SOUTH-EASTERN METROPOLITAN

Legislative Assembly: CRANBOURNE

Utilities

Rural Water Business: Southern Rural Water

Metro Water Business: South East Water Limited

Melbourne Water: inside drainage boundary

Power Distributor: SP AusNet (Information about [choosing an electricity retailer](#))

Planning Zone Summary

Planning Zone: [GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)
[SCHEDULE TO THE GENERAL RESIDENTIAL ZONE - SCHEDULE 1](#)

Planning Overlays: [DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 4 \(DCPO4\)](#)
[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)
[DEVELOPMENT PLAN OVERLAY - SCHEDULE 1 \(DPO1\)](#)

Further Planning Information

Planning scheme data last updated on 12 February 2015.

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, local, particular and general provisions of the local planning scheme that may

affect

the use of the land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the Planning & 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](#)

The Planning Property Report includes separate maps of zones and overlays

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 [Planning Maps Online](#)

For other information about planning in Victoria visit www.dpcd.vic.gov.au/planning

Area Map



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THE HUNT CLUB

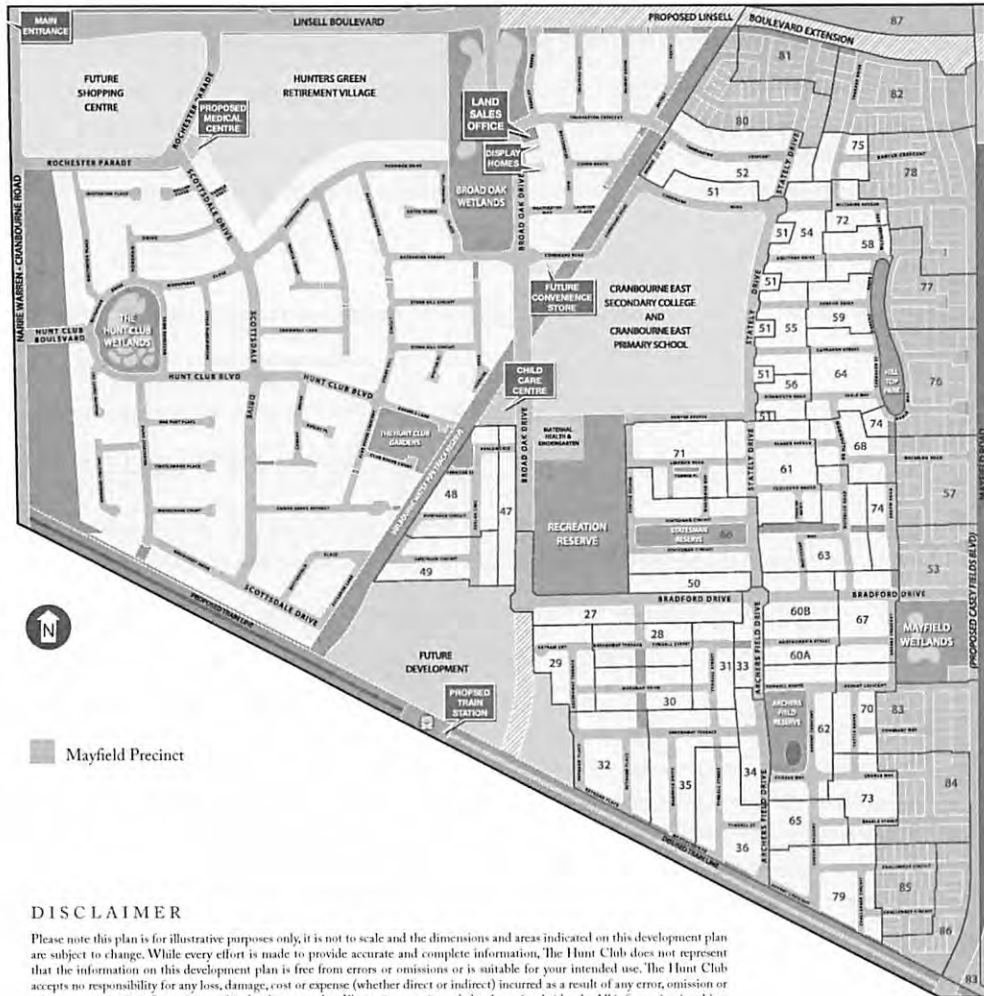
DESIGN GUIDELINES FOR THE MAYFIELD PRECINCT



The Hunt Club Siting and Design Controls. Version No. 4 July 2012



MASTERPLAN



DISCLAIMER

Please note this plan is for illustrative purposes only, it is not to scale and the dimensions and areas indicated on this development plan are subject to change. While every effort is made to provide accurate and complete information, The Hunt Club does not represent that the information on this development plan is free from errors or omissions or is suitable for your intended use. The Hunt Club accepts no responsibility for any loss, damage, cost or expense (whether direct or indirect) incurred as a result of any error, omission or misrepresentation in information on this development plan. Illustrations are intended to be a visual aid only. All information is subject to change without notice.

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1. INTRODUCTION

These guidelines establish design criteria and building envelopes to address issues which are specific to allotments within The Hunt Club Mayfield Precinct. The guidelines seek to shape a distinctive character within the precinct and maintain the level of quality that befits the estate. It is intended that the guidelines will compliment the City of Casey's Planning Scheme and are not a substitute for its provisions of dealing with residential development (Clause 54) and medium density development (Clause 55). Only house designs that satisfy these requirements will be permitted to be constructed.

2. PURPOSE OF DESIGN GUIDELINES

These guidelines set out the design objectives to assist in achieving the optimal outcomes for housing.

The challenge is to ensure that the quality of the street front and design quality of the dwellings are equal to the landscape standards of the open space network.

3. OBJECTIVES

- A To ensure that houses adequately address both open space and street frontages.
- B To assist in achieving the optimal fit of housing product.
- C To protect the amenity of all residents.

4. APPROVAL PROCEDURE

The design panel at The Hunt Club will provide information and advice to purchasers and landowners in The Hunt Club Mayfield Precinct regarding the guidelines. Early contact with the design panel is recommended and will avoid unnecessary delay caused by non-compliance or an unacceptable variation. In particular, advice can be provided at the initial concept plan stage, and at the preliminary selection of materials, colours and finishes stage.

All development at The Mayfield Precinct must comply with the guidelines to the satisfaction of the design panel. All purchasers and owners of lots must have their plans approved by the design panel whose approval may be withheld in its absolute discretion notwithstanding compliance with the guidelines.

In the first instance plans should be sent to:

The Hunt Club – Design Panel
14 Broad Oak Drive,
Cranbourne East VIC 3977

The plans will be forwarded promptly with comments to the design panel for the approval of plans. Landowners and purchasers contemplating any variation to the guidelines are encouraged to discuss their plans prior to lodging them for consideration. It should be noted that the guidelines are mandatory, in accordance with Council's planning scheme and requirements.

Variations can only be considered if they:

- Are minor in nature
- Do not conflict with Council and ResCode requirements
- Cause no detriment to the streetscape
- Do not adversely affect neighbours amenity and
- Do not establish an undesirable precedent

Any proposed variation to the guidelines must be clearly shown on the plans submitted for approval.

Only a Registered Building Surveyor can issue a building approval, after plans have been approved by the design panel. It is possible to directly and concurrently lodge plans with the Building Surveyor and the design panel. However, building approval cannot be granted until the design panel has approved the plans.

Construction of houses, fences and garages on any lot at The Hunt Club's Mayfield Precinct cannot commence until the design panel has approved plans and building approval has been granted. Only those plans and variations approved to the satisfaction of the design panel will be able to be considered and determined by the Building Surveyor.

The design panel have agreed to use their best endeavours to assess the plans in the shortest possible time. Feedback on the application will be received within 10 working days.

5. DURATION OF DESIGN GUIDELINES

These Design Guidelines are applicable for your block of land for 10 years from date of registration of title.



6. CHARACTER STATEMENT

Housing will generally be detached, with one house per lot. Appropriate provision for medium density/party wall dwellings will be limited to areas nominated within individual stage releases.

Landscaping is an integral part of The Hunt Club, creating a strong "garden suburb" image. Front courts/yards shall be open and visible to the street.

Streetscape outcomes are to be cohesive but varied in the form, elevational composition and height (single and double storey) of dwellings. The relationship between houses must be considered. Each house must be appreciably different to its immediate neighbour.

Houses are to be designed to address their primary street frontage. Corner lots should address both frontages.

An articulated and varied elevation is to present to the street front and/or the park front. There are to be no flat facades.

Car accommodation has a major impact upon the street elevation and must be integrated with the architectural design.

Main habitable rooms should be oriented to avoid privacy conflicts with neighbours.

Services, storage sheds, drying/work courts etc are to be of least impact upon public view.



7. BUILDING MATERIALS

Materials and colour selection are to be included as part of the application. Domestic materials such as brick veneer, lightweight cladding (to upper floor level) and tile or sheet metal roofing will predominate. However, the innovative use of materials is encouraged, where this is a part of a coherent architectural design.

Special emphasis, for example feature panels, rendered finishes etc, will be placed on the elevations that address streets and public spaces.

As a minimum, feature or render elements must be incorporated into the front entry/portico.

Shiny or reflective roofing materials e.g. zincalume are not permitted.

8. ENERGY, TELECOMMUNICATIONS AND WATER EFFICIENCY

All dwellings must be constructed to achieve energy efficiency requirements of the Building Commission Victoria (www.makeyourhomegreen.vic.gov.au). This should be achieved through design consideration of house orientation/layout, solar access, cross ventilation, provision of thermal mass and roof insulation.

The Hunt Club is provided with Broadband "Fibre to the home". Connection to a copper wire network is not available. For wiring requirements, refer to the appropriate home wiring guide.

Recycled water is supplied for all stages of the Mayfield Precinct and must be incorporated into the house design.

Note: Recycled water is high quality (Class A) water that is intended for use in toilets, gardens, car washing and similar applications. The Class A recycled water is sourced from a new, state-of-the-art treatment facility at Melbourne Water's South East Treatment Plant. It is piped to The Hunt Club and into homes through a dedicated lilac coloured pipe. The Hunt Club community will save the equivalent of 100 Olympic swimming pools of drinking water every year.



9. SETBACKS



Minimum side setbacks relative to wall height



Building setbacks - ground level

Building Envelopes

All lots have been provided with a building envelope as indicated on the Plan of Subdivision. The setback guidelines indicated below are to be read in conjunction with any requirements of the Plan of Subdivision.

A Street front

For lots with only one street frontage, the primary street frontage shall be that frontage. For lots with two street frontages, the shorter street frontage shall be the primary street frontage and the other street frontage the secondary street frontage.

If the two street frontages are of equal length then the purchaser should contact the design panel at The Hunt Club to determine which street frontage will be designated the primary street frontage for the purposes of these guidelines.

The minimum setback from the primary street frontage to the principle building line is 4.5m. Roofed verandah/portico elements and eaves may encroach not more than 1.0m into these setbacks, at ground level only.

B Corner Lots

The minimum setback to the secondary street frontage is 2 metres.

C Side

Walls are to be setback in accordance with Council's Planning Scheme (refer diagram opposite) – i.e. walls, which are not within 0.15m of a boundary, are to be set back 1.0m plus 0.3m for every metre of height over 3.6m up to 6.9m, plus 1.0m for every metre of height above 6.9m. (*Note – a two storey height limit is applicable*).

Eave overhangs and services may encroach not more than 0.5m into this setback.

A minimum setback of 1 metre is required for one side wall on all properties.

Zero lot line walls have a setback of nil to 0.15m, an average height of up to 3.0m and a maximum height of 3.6m. Zero lot line walls are not to exceed 15m total length (including garage/carport walls). The rear 10m and front 5.0m of the allotment are not to be affected by zero lot line walls. Zero lot line is encouraged for garages and carports, in order to maximise the garden area of the street front. However, two garages on an adjoining boundary may not both be constructed as zero lot line unless approved by the design panel.

D Rear

Rear setback shall be a minimum of 3.0m or as shown on the building envelope plan. Increased setbacks are encouraged in order to provide the largest possible rear yard space and tree court area.

Note: Above dimensions exclude eaves. Increased setbacks are preferred where possible on northern aspects to maximise solar access.

10. PRIVACY AND PASSIVE SURVEILLANCE

House design should avoid privacy conflicts between neighbours, by orienting principal habitable rooms toward the street or rear, rather than sideways toward neighbours.

House designs shall meet the relevant RESCODE requirements for overlooking.

Where houses have a front or side address to public spaces, overlooking is encouraged in order to increase passive surveillance. This could take the form of windows, Juliette balconies or terraces.



11. HOUSE DESIGN, SIZE, HEIGHT AND SITE COVER

Houses of similar or comparable street elevations will not be permitted within any 3 contiguous lots. Housing diversity is strongly encouraged. The design Panel will insist on modifications to ensure compliance, so it is recommended that consultation take place prior to finalising the choice of house design.

Building height may not exceed two storeys.

In order to establish external living and landscaped spaces, the maximum site cover is 60%. Lesser site cover is preferred. This includes roofed areas except for eave overhangs.

12. DRIVEWAYS AND CROSSOVERS

Individual driveway cross-overs are provided by the developer at one side boundary of each property. Only one driveway cross-over is permitted for each lot. Provision shall be made for one vehicle to stand in the driveway in front of the garage.

Driveway materials and colour should complement the house. Grey concrete will not be accepted.

Driveway must be complete within 6 months of issue of the Certificate of Occupancy.

13. CAR ACCOMMODATION

Accommodation shall be provided for two cars on each lot, with at least one space being covered in a garage. The standing space in the driveway can be counted as the second space.

Any commercial vehicles, including caravans, utility trucks, four wheel drives and vans are to be included within the allotment and are not to be visible from the street.

Car spaces shall be directly accessed from the street.

A Garage openings

Garage openings are to occupy no more than 40% of the width of the lot frontage.

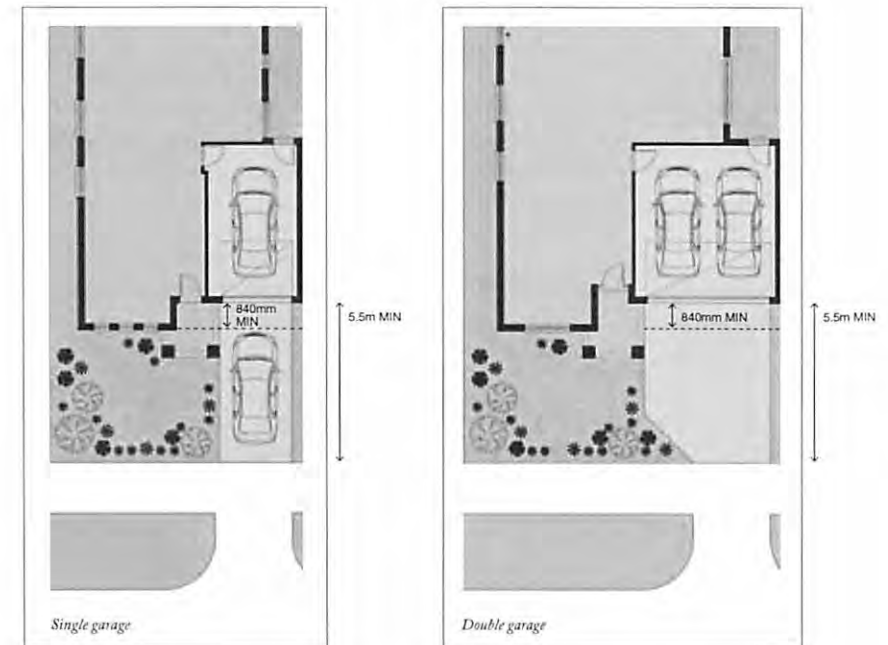
B Setbacks

Garages / carports are to be setback a minimum of 0.84m behind the front wall of the dwelling and a minimum of 5.5m from the front property line.

Car accommodation shall be of least visual impact upon the street front.

Options include:

- A Single garages (minimum 6.0m long x 3.5m wide x 2.1 high).
- B Tandem garages (minimum 10.5m long x 3.5m wide x 2.1 high).
- C Double garages (minimum 6.0m long x 5.5m wide x 2.1 high) can only be provided on lots with at least a 12m width, where visible from the street. The garage door should be carefully integrated – structurally and visually.



14. ROOF

A pitched roof form should be a strong part of the architectural character of the house.

Flat/low pitch roof elements are encouraged where these form part of the architectural composition and do not detract from the predominance of the pitched roof.

15. LANDSCAPING AND TREE PLANTING

Indoor spaces, private landscaped spaces and the adjacent public spaces should be integrated through design.

The house plan/site layout shall establish the following landscape spaces:



Integration of house and landscape design

A Street front space

This should be a minimum of 4.5m deep and comprise an area of approximately 30sqm, or more, inclusive of pedestrian access/path, porch/verandah/awning but exclusive of the paved driveway area.

Landscaping of the street front garden, including the planting of lawn, trees, shrubs and the formation of garden areas must be complete within 6 months of the issuing of the Certificate of Occupancy.

B Rear yard space

The rear yard space shall be maximised in area and form a contiguous space. It may incorporate decks, verandahs and outdoor living areas to connect to the main living space of the house. Soft/planted garden area shall predominate.

At least 60% of the area of landscape spaces shall be soft planted and permeable, rather than hard-paved.

Space must be provided for the planting of 2 x small to medium sized trees in either the front or rear spaces, in addition to the adjacent street-tree planting. Trees shall not prevent winter morning solar access to the living spaces. Deciduous trees may be considered.

16. FENCES

Fence detail is important in establishing the relationship with adjacent properties and public spaces.

Street front fences are not to be installed. For corner lots, this requirement applies to both the primary street frontages and at least the front 10m of the secondary street or open space frontage.

Side fences are only to be installed behind the street front building line.

Side and rear fences are not to exceed 1.8m in height and shall be constructed of colorbond sheet metal, colour "Teatree" and be of a profile consistent with that of the surrounding area. Details of the proposed profile are to be shown on the plans submitted to the design panel for approval.

Fencing must be the same for the whole length of a boundary, even when that boundary may form the boundary of two or more adjacent lots ("Multi Lot Boundary"). An example is where the long boundary of one lot is the rear boundary of two adjacent lots. The type of fencing along the length of a Multi Lot Boundary shall be determined by the type of fencing that complies with the guidelines and is erected by the first party to erect fencing on the Multi Lot Boundary.

Where lots side onto a park or reserve, the fencing shall be constructed by the developer with 50% of the cost to be paid by the property owner.

Fencing to street boundaries is to be constructed and paid for wholly by the property owner.

All fencing is to be completed within 3 months of occupancy.

The cost of fencing between residential lots is to be shared equally between neighbouring property owners.

17. ADVERTISING SIGNS

The promotion of houses for sale and the advertising of builders during the construction of a house will be limited to one sign for each property unless prior approval is granted by the design panel.

There are to be no other advertising signs on either vacant land or occupied allotments except where approved by the design panel.

18. SERVICES AND STORAGE

Sheds, bin stores, clothes lines and service areas shall be located or screened so that they are not visible from public spaces.

Solar hot water systems may be located in the best functional position. Where there is a choice of locations, the position with least impact upon public view shall be selected.

External hot water units and ducted heating systems shall not be visible from public spaces.

Air-conditioners shall be located below the eaves line, screened/located away from public view and baffled to minimise noise. Evaporative cooling units are to be located below the ridge line, at the rear of the dwelling and be coloured to blend into the roof colour.

Satellite dishes are not to be visible from the street.

Television antennas should be located within the roof space wherever possible, or be located to be of least visual impact on public spaces.

Letterboxes are to be located in a pillar or other approved type at the front of the dwelling and shall be designed to complement the dwelling. Street numbers should be clearly displayed.

The location of the above items should be clearly shown on the site plan as part of the application.

19. ACKNOWLEDGEMENT

The Purchasers acknowledge that they have received a copy and read the Design Guidelines for the Mayfield Precinct and agree to comply with all the terms and conditions of the same.

20. PENALTY FOR NON-COMPLIANCE WITH DESIGN GUIDELINES

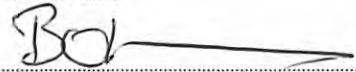
Upon the receipt of a letter from the Developer of The Hunt Club Estate advising a breach of the Design Guidelines for the Mayfield Precinct, the Purchasers shall forthwith rectify the breach.

If the breach is not rectified within one month or a second letter is received from the Developer of The Hunt Club in regards to the same breach, then the Purchasers shall pay a fine of \$500.00 per week to The Community Fund until the breach is rectified.

If after the expiration of a further month the breach has not been rectified, the Developer of The Hunt Club Estate may at its discretion issue Court Proceedings to enforce compliance with the Mayfield Precinct Design Guidelines.

B. O'HARA

Purchaser's name



Purchaser's signature

Date: 27. 11. 2013

Dennis Family Corporation Pty Ltd ABN 15 089 081 667 is project manager for The Hunt Club Pty Ltd ABN 78 114 247 791



5996 7088 | huntclub.com.au

Land Sales & Information Centre: Open daily 10am – 5pm,
14 Broad Oak Drive (off Linsell Blvd), Cranbourne East, Melway 134 D3



THE HUNT CLUB

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HEAD CONTRACT SPECIAL CONDITIONS

referred to in Special Condition 2 of the Contract of Sale and Clause 3.2(1)(c) of the Vendors Statement

SPECIAL CONDITIONS

1. Definitions and Interpretation

1.1 Definitions

In this Contract, capitalised terms have the meaning given to them in the Particulars of Sale and, unless the context requires otherwise:

Authority means any federal, state or local government, semi-government, municipal, statutory or other authority or body charged with the administration of the Law;

Bank means:

- (a) an Australian-owned bank;
- (b) a foreign subsidiary bank; or
- (c) a branch of a foreign bank,

on the list, current on the Day of Sale, of authorised deposit-taking institutions regulated by the Australian Prudential Regulation Authority;

Business Day means a day other than a Saturday, Sunday or public holiday in Melbourne;

Claim means a claim, action, proceeding, damage, loss, expense, cost or liability incurred by or to be made or recovered by or against the person or corporation, however arising or whether present, unascertained, immediate, future or contingent and includes, without limitation, a claim for compensation;

Contract means this contract of sale real estate which comprises the Particulars of Sale, General Conditions, Special Conditions and includes all annexures;

Corporations Act means the *Corporations Act 2001* (Cth);

Covenant means the restrictive covenant, to be created on the registration of the instrument of transfer, the wording of which is set out in Special Condition 13;

Day of Sale means the date on which the Contract is signed by both the Vendor and the Purchaser;

Deposit Interest means any interest earned on the Deposit less any relevant fees, taxes (including any amount required to be withheld under income tax legislation where a tax file number has not been advised) and charges;

Design Guidelines mean design guidelines affecting the Land, being the document named Design Guidelines for the Mayfield Precinct (also known as The Hunt Club Siting and Design Controls Version No. 4 July 2012), a copy of which is attached to the Vendor's Statement and which is otherwise available for inspection at the display/sales suite at the Development;

Development means the land in the Plan of Subdivision and any surrounding land to be developed by or on behalf of the Vendor and known as The Hunt Club;

Development Works mean the construction and completion of all infrastructure works, landscaping, installation of services and the subdivision of the Site and the construction of other lots on the Site and includes works of any kind necessary or incidental to establishing utility infrastructure and utility services, connections to such infrastructure and services, and including any excavation and general earthworks;

Due Date means the date on which Settlement is noted as due in the Particulars of Sale;

Encumbrance means:

- (a) all registered and any unregistered and implied easements, covenants and restrictive covenants (if any) affecting the Land including those disclosed in the Vendor's Statement;
- (b) any easements and restrictions:
 - (i) created by the Plan of Subdivision; or
 - (ii) prescribed by or implied under the Subdivision Act and/or any Laws; and
- (c) the following encumbrances specific to the Development:
 - (i) the provisions of any agreement which the Vendor may be required to enter into with any responsible authority in relation to the Plan of Subdivision including but not limited to an agreement under section 173 of the *Planning and Environment Act 1987* (Vic);
 - (ii) requirements of the Planning Documents;
 - (iii) the Design Guidelines;
 - (iv) the Vendor's rights under Special Condition 8;

General Conditions mean the general condition appearing prior to the Particulars of Sale in this Contract, which are the conditions set out in Form 2 of the Schedule to the Estate Agents (Contracts) Regulations 2008 (Vic);

Guarantee and Indemnity means the guarantee and indemnity contained in 0;

Law means any law, act, ordinance, regulation, by-law, order or proclamation and includes the requirements of any municipal or statutory body or of any permit or approval affecting the Property;

Lot or Lots means a lot or lots on the Plan of Subdivision;

Object means to make any Claim against the Vendor (before or after the Settlement Date), to seek to withhold all or part of the Price, raise any objection, requisition, rescind or terminate this Contract or seek to delay or avoid settlement of this Contract;

Outgoings means all rates, taxes (including the value of land tax on a proportionate basis), assessments and other outgoings and charges in respect of the Property;

Particulars of Sale means the particulars of sale attached to and forming part of this Contract;

Plan of Subdivision means proposed plan of subdivision no. PS 641050J a copy of which is attached to the Vendor's Statement and includes any amendment or alteration of that plan from time to time and, on registration by the Registrar, means that plan in the form in which it is registered;

Plan of Surface Level Works means the plan of works affecting the natural surface level of the Land, a copy of which is contained in Annexure B;

Planning Documents mean the planning permits issued in respect of the Property before and after the Day of Sale as those permits may be amended, added to, varied, extended or endorsed from time to time and include the planning permits annexed to the Vendor's Statement;

Property means the Land and improvements constructed on the Land as at the Day of Sale and where the context allows, includes the Goods;

Registrar means the Registrar of Titles of Victoria;

Registration Date means the day that is 24 months after the Day of Sale;

Sale of Land Act means the *Sale of Land Act 1962* (Vic);

Settlement means the date the Purchaser accepts title to the Property and pays the Price in full;

Settlement Date means the date when Settlement occurs;

Site means the land owned or developed by the Vendor known as The Hunt Club and any other adjoining or neighbouring land owned by the Vendor and, where the context permits or requires, includes the Property;

Subdivision Act means the *Subdivision Act 1988 (Vic)*;

Vendor's Legal Practitioner means HWL Ebsworth or any other firm of solicitors about whom the Vendor gives details in writing to the Purchaser; and

Vendor's Statement means a statement made by the Vendor under section 32 of the Sale of Land Act, a copy of which is contained in Annexure C.

1.2 Interpretation

In the interpretation of this Contract, unless the context otherwise requires:

- (a) the headings are inserted only as a matter of convenience and do not affect the interpretation of this Contract;
- (b) the singular includes the plural and vice versa and words of one gender include the other genders;
- (c) where two or more persons are named as a party to this Contract, the representations, warranties, covenants, obligations and rights given, entered into or conferred (as the case may be), bind them jointly and each of them severally;
- (d) "person" includes a natural person, corporation, body corporate, unincorporated association, firm or an authority or body (whether it be any government, semi-government, municipal, statutory or other authority or body);
- (e) a reference to any party to this Contract or any other document or arrangement includes that party's successors, substitutes, permitted assigns, executors and administrators;
- (f) a reference to a statute, ordinance, code or other law includes any regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them occurring at any time before or after the date of this Contract;
- (g) a reference to any agreement or document is to that agreement or document (and where applicable, any of its provisions) as varied, amended, novated, supplemented or replaced from time to time;
- (h) a reference to "include" or "including" means includes, without limitation, or including, without limitation, respectively;
- (i) where a word or phrase is defined, its other grammatical forms have corresponding meanings;
- (j) anything includes each part of it; and
- (k) any reference to time in this Contract is a reference to time in Melbourne; and
- (l) where any act, matter or thing is required by this Contract to be performed or carried out on a certain day and that day is not a Business Day, then that act, matter or thing shall be carried out or performed on the next following Business Day.

2. Amendments to General Conditions

2.1 The parties agree that if there is:

- (a) any inconsistency between the provisions of the General Conditions and these Special Conditions then, except in the case of manifest error, the provisions of the Special Conditions shall prevail and have priority to the extent of any inconsistency with the General Conditions;

- (b) any inconsistency between this Special Condition and any other Special Condition then, except in the case of manifest error have priority over this Special Condition to the extent of any inconsistency with the General Conditions.

2.2 Without limiting the specific provisions of any other Special Condition in this Contract, the General Conditions are amended as follows:

- (a) General Conditions 2.2 to 2.7 (both inclusive) are deleted.
- (b) General Condition 5 is deleted. Except to the extent provided for in this Contract, the Purchaser must obtain all necessary consents or licences required for its purchase. The Vendor shall sign all consents and authorisations as reasonably required by the Purchaser to obtain the necessary consent or licence.
- (c) General Condition 10.1(b)(i) is amended to read:
"provide all title documents necessary to enable the purchaser to become the registered proprietor of the land; and"
- (d) General Condition 11.5 is amended to read:
"For the purposes of this general condition 'authorised deposit taking institution' means a Bank."
- (e) General Condition 11.6 is amended so that the reference to "three cheques" is changed to "five cheques".
- (f) The second sentence of General Condition 21 is amended to read as follows:
"The purchaser may enter the property at reasonable times and following prior written notice to the vendor to comply with that responsibility where action is required before settlement. The purchaser must use its reasonable endeavours not to disrupt the use and occupation of the property by the vendor and indemnifies the vendor for any loss or damage suffered by the vendor as a consequence of the purchaser exercising its rights under this general condition."
- (g) General Condition 22 is amended by adding the following sentence at the end of this General Condition:
"The Vendor may stipulate the time for inspection and limit the length of time for the inspection and the number of persons entitled to attend the inspection."
- (h) General Conditions 24.2 to 24.6 (inclusive) are deleted.
- (i) General Condition 26 is amended so that the reference to "2% per annum" is changed to "4% per annum".

3. Acknowledgements

Prior to the signing of this Contract or any other documents relating to this sale:

- (a) the Purchaser acknowledges that the Purchaser has received a Vendor's Statement and if applicable, a statement pursuant to section 51 of the *Estate Agents Act 1980* (Vic);
- (b) the Purchaser acknowledges and agrees that the Purchaser has had sufficient opportunity to carry out investigations and to make enquiries in relation to the Property before signing this Contract;
- (c) the Purchaser acknowledges and agrees that no information, representation, warranty provided or made by or on behalf of the Vendor other than expressed in this Contract was provided or made with the intention or knowledge that it would be relied upon by the Purchaser;
- (d) the Purchaser covenants that the Purchaser is not a foreign person within the meaning of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) or where the Purchaser is a foreign person, the Purchaser has obtained the necessary approvals for its purchase.

4. Deposit

4.1 Method of payment of Deposit

The Deposit may be paid in cash or by cheque drawn on a Bank

4.2 Payment to Vendor's Legal Practitioner or Vendor's Estate Agent

The Purchaser must pay the Deposit to the Vendor's Legal Practitioner or to the Vendor's Estate Agent within the time required by this Contract (time being of the essence) and it must be held by either of them on trust for the Purchaser until registration of the Plan of Subdivision.

4.3 Cash or cheque

- (a) The parties authorise and direct the Vendor's Legal Practitioner (who is not obliged) to invest the Deposit in the name of the Vendor's Legal Practitioner with a bank; and
- (b) All payments due to the Vendor under this Contract shall be made in Melbourne no later than 3:00 pm on the day on which they shall be due and the Vendor shall be entitled to treat any payment received after 3:00 pm as having been received on the next Business Day in Melbourne.

4.4 Entitlement to Deposit Interest

The Deposit Interest (if any) will belong to the Vendor unless the Purchaser becomes entitled to a refund of the Deposit. If this happens, then the interest earned on the Deposit (if any) will belong to the Purchaser.

4.5 No limitation

Nothing in this Special Condition 4 limits the Vendor's rights if the Purchaser defaults under this Contract.

4.6 No Claim

The Purchaser must not Object to anything contained in this Special Condition 4.

5. Finance

5.1 Loan

- (a) General Condition 14 does not apply.
- (b) 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.

5.2 Notice by Purchaser

Within 7 days of the approval date, the Purchaser must provide the Vendor or the Vendor's Legal Practitioner with written notice as to whether the Purchaser's application for finance has or has not been unconditionally approved.

5.3 Consequences of failing to notify

If the Purchaser fails to notify the Vendor as required under Special Condition 5.2, the Vendor may at its absolute discretion terminate the Contract and refund the Deposit and Deposit Interest (if any) to the Purchaser.

6. Plan of subdivision

6.1 Conditional sale

This Contract is subject to the condition subsequent that the Plan of Subdivision is registered by the Registration Date. The period between the Day of Sale and the Registration Date is the specified period for the purposes of section 9AE of the Sale of Land Act.

6.2 Vendor's endeavours

The Vendor will, at its own cost, endeavour to have the Plan of Subdivision certified, endorsed with a statement of compliance, and registered under Part 4 of the Subdivision Act.

6.3 Right to terminate

- (a) If the Plan of Subdivision is not registered by the Registrar by the Registration Date then either party may terminate this Contract by notice in writing to the other party.
- (b) A notice under this Special Condition 6.3(a) will have no effect if the other party receives it after the Plan of Subdivision is registered.

6.4 Consequences of termination

- (a) If this Contract is terminated pursuant to Special Condition 6.3, the Deposit and any Deposit Interest will be refunded to the Purchaser.
- (b) The right to a refund of the Deposit and any Deposit Interest shall be the sole right of the Purchaser in connection with such termination, and the Purchaser must not claim any compensation if this Contract is terminated pursuant to Special Condition 6.3.

7. Amendments to plan of subdivision

7.1 Vendor may amend Plan of Subdivision

The Purchaser acknowledges and agrees that subject to section 9AC of the Sale of Land Act, the Vendor may make such amendments to the Plan of Subdivision that:

- (a) may be necessary to:
 - (i) accord with surveying practice; or
 - (ii) alter the Plan of Subdivision so that the land in the Plan of Subdivision is developed as a Staged Development; or
 - (iii) alter the Plan of Subdivision in a way which does not materially affect the Land;
 - (iv) comply with any requirement, recommendation or requisition of an Authority or the Registrar; or
- (b) re-numbering of stages or the Lot;
- (c) in the opinion of the Vendor (acting reasonably) are required or necessary for the purposes of the Development, which may include alterations required for the adequate servicing of the Site or any part of it.

7.2 Measurements

The Vendor does not represent, and gives no warranty, that the area, measurements, boundaries, occupation or location of the Property are identical with those of the land described in the Plan of Subdivision.

7.3 Changes to area

The Purchaser agrees that (without limitation) an amendment to the Plan of Subdivision which results in a change to the area of the Property of less than 5% is a minor variation or discrepancy and does not materially affect the Land.

8. Staged subdivision

8.1 Acknowledgement

The Purchaser acknowledges and agrees that:

- (a) it has read and understood the Planning Documents prior to signing this Contract;
- (b) the Property forms part of an overall subdivision of the whole or part of the Site and that the Site will be a mixed use development, with the Vendor considering various options to develop all or part of the Site for a variety of possible purposes including residential, recreational, commercial, retail, aged accommodation, retirement village, activity centre, educational, childcare, display home, low, medium and/or high density, and other uses;
- (c) the Land forms part of the Development by the Vendor, which may occur in stages;
- (d) the Vendor who is, or is entitled to be, registered proprietor of all the land included in the Development except for the land in the Plan of Subdivision (**Subsequent Stage Land**), reserves the right in its absolute discretion to develop or to refrain from developing the Subsequent Stage Land. The Vendor gives notice to the Purchaser that the Vendor or the Vendor's successors in title may, at any time in the future:
 - (i) subdivide the Subsequent Stage Land;
 - (ii) carry out or permit the carrying out of building works on the Subsequent Stage Land;
 - (iii) construct works in respect of the Development to be carried out in stages so that any building is commenced and/or completed prior to the commencement and completion of other buildings forming the Development;
 - (iv) construct or cause to be constructed improvements including, without limitation, structures, buildings, roads, footpaths and access-ways over any part or parts of the Subsequent Stage Land;
 - (v) apply to relevant Authorities for any approval required to develop the Subsequent Stage Land; or
 - (vi) obtain such necessary approvals in respect of the works set out in Special Conditions 8.1(d)(i) to 8.1(d)(v);
 - (vii) refrain from doing any or all of these things; and
- (e) the Vendor cannot and does not give any assurances as at the Day of Sale as to:
 - (i) whether the Development will be undertaken or completed;
 - (ii) the timetable for carrying out the Development;
 - (iii) the nature of the Development (including the number of lots, types of uses and facilities to be provided); and/or
 - (iv) the manner in which the Development will be carried out.

8.2 Staged subdivision

The Purchaser further acknowledges that as the person who is, or is entitled to be, registered proprietor of the Subsequent Stage Land the Vendor proposes to create further stages of the Plan of Subdivision and the Purchaser acknowledges and consents to such subdivision including the altering of the lot

entitlement or lot liability of any of the lots on the Plan of Subdivision as authorised by section 37(3)(c)(iv)(C) of the Subdivision Act.

8.3 Purchaser to assist

The Purchaser must (whether before or after the date of actual settlement) do all things and execute all documents as may be reasonably required by the Vendor to give effect to the provisions of this Special Condition 8.

8.4 Purchaser must not hinder or delay

The Purchaser covenants with the Vendor that it will not, nor cause anybody on its behalf to, directly or indirectly hinder, delay, impede, object to or prevent the Vendor exercising the rights set out in Special Conditions 8.1(d) and 8.2.

8.5 No Objection

The Purchaser covenants that the Purchaser must not Object to anything contained in this Special Condition 8, and the Purchaser must ensure that its related bodies corporate, employees, agents, representatives, nominees, assigns and successors in title comply with this Special Condition 8.

9. Development Works

9.1 Acknowledgement

The Purchaser acknowledges and agrees that to facilitate the progressive development of the Development:

- (a) at the Settlement Date, the construction of the Development Works may not be wholly completed;
- (b) the Vendor may continue to cause or permit further Development Works to be carried out on the Site after Settlement;
- (c) notwithstanding that the works in any part of the Development or on lots to be built subsequently may block out or impede access to light and air available to the Lot currently or at Settlement or any other time, the Vendor will be entitled to carry out the Development Works;
- (d) the Vendor and any contractor contracted for works on any part of the Site may enter and carry out other Development Works on other lots on the Plan of Subdivision and the construction of one or more new buildings and for that purpose may bring upon the Site any machinery, tools, equipment, vehicles and workmen to facilitate the carrying out of the Development Works;
- (e) any contractor working on the Site shall be entitled to full, free and uninterrupted access over and to any lot to carry out and undertake the Development Works and that the Purchaser shall not make any claim or objection to the Vendor in relation to such access; and
- (f) the Purchaser is not entitled to Object in respect of any Development Works which the Vendor is permitted by an Authority to complete after registration of the Plan of Subdivision.

9.2 No responsibility

The Purchaser acknowledges and agrees that the Vendor is not responsible for any contractor carrying out works under contracts with the purchasers of any other lots forming part of the Site.

9.3 No proceedings

As long as the Vendor takes all reasonable steps to minimise inconvenience to the Purchaser in completing the Development Works, the Purchaser will take no objection to the Development Works or to the dust and noise and other discomforts which might arise therefrom and will not institute or prosecute any action or proceedings for injunctions or damages arising out of or consequent upon the Development Works or to the dust and noise and other discomforts which might arise therefrom.

9.4 No Objection

Without limiting any other provision of this Contract, the Purchaser may not Object by reason of:

- (a) the operations associated with any construction, completion, improvement or extension of any facilities in the Development and the noise and other discomforts which might arise therefrom;
- (b) during construction of the Development, the use by the Vendor, its employees, agents, contractors, consultants and others of the other lots in the Site for the purpose of:
 - (i) gaining access or egress to any part of the Site or any adjoining land whether by foot or in vehicles and heavy machinery; or
 - (ii) for the storage of building materials, vehicles, equipment or fill associated with the construction of the Development,and will not institute or prosecute any action or proceedings for an injunction or damages arising out of or consequent upon such further Development Works;
- (c) any easements restrictions or other encumbrances created or implied by the Subdivision Act or created or executed by the Vendor;
- (d) construction of any Services on or under the Site which may not be protected by easements;
- (e) any alteration to the area or dimensions of the Site;
- (f) non-completion of the facilities to be constructed on the Site;
- (g) the siting or location of service pits, service markers, man-holes, telephone or electricity poles, or electricity substations on the Site;
- (h) any boundary on the Site not being fenced or any boundary fence or wall not being on or within the boundary; and
- (i) the methods used by the Vendor in its efforts to sell lots in the Development, including but without limiting the generality of the foregoing use of signs and the maintenance of display units provided that in such sales efforts the Vendor shall display at all times reasonable consideration for the comfort and convenience of the Purchaser.

10. Disclosure of Surface Level Works

10.1 Disclosure

The Vendor notifies the Purchaser pursuant to section 9AB of the Sale of Land Act details of all works affecting the natural surface level of the land in the Lot sold or any land abutting the Lot sold in the same subdivision as the Lot which:

- (a) have been carried out on that land after the certification of the Plan of Subdivision and before the date of this Contract; or
 - (b) are at the date of this Contract being carried out or are proposed to be carried out on that land,
- are set out in the Plan of Surface Level Works.

10.2 Existing Fill

The Purchaser acknowledges that the Property may have been filled, raised, levelled, compacted or cut prior to or after the Vendor becoming registered proprietor of that part of the Site, and the Purchaser has relied upon its own searches and enquiries regarding what works to the Land (including the natural surface level of the Land) may be required to permit or allow any construction that the Purchaser does, or proposes to, undertake on the Property.

10.3 No Objection

Subject to the Sale of Land Act, the Purchaser covenants that the Purchaser may not Object in respect of anything contained in this Special Condition 10.

11. Encumbrances, Services, Laws and Planning

11.1 Purchaser buys subject to Encumbrances, Services, Laws and Planning

The Purchaser:

- (a) admits that the Property is sold subject to the provisions of the Subdivision Act;
- (b) buys the Property subject to:
 - (i) the Encumbrances;
 - (ii) all water, sewerage, drainage, gas, electricity, telecommunications or other installations, services and utilities at the Property; and
 - (iii) all Laws applicable to the Property;
- (c) agrees that the matters specified in Special Condition 11.1(b) do not constitute a defect in the Vendor's title to the Property and/or the Goods.

The Purchaser must not Object in relation to any matter referred to in this Special Condition 11.1.

11.2 Further encumbrances

The Purchaser acknowledges and agrees that:

- (a) the Vendor may grant or create further encumbrances (including without limitation easements, covenants, restrictions, leases, other occupation rights, and any other rights and obligations affecting the whole or any part of the Site); and
- (b) is entitled to require the Purchaser create an easement or other restriction that will burden the Land if any one or more of these are:
 - (i) required by any Authority;
 - (ii) required for the certification or registration of the Plan of Subdivision; or
 - (iii) in the opinion of the Vendor (acting reasonably), necessary or desirable for the development, use, occupation, proper management or adequate servicing of the Site or of any part of it.

11.3 Sale of Land Act

Section 10(1) of the Sale of Land Act does not apply to this Contract in respect of the final location of an easement shown on the certified Plan of Subdivision.

11.4 No Objections

Subject to the Sale of Land Act, the Purchaser shall not Object to anything contained in this Special Condition 11.

11.5 No merger

This Special Condition 11 will not merge on Settlement..

12. Caveat

12.1 No caveat to be lodged

The Purchaser must not lodge nor cause or allow any person claiming through it or acting on its behalf to lodge any caveat over any certificate of title relating to the Site, the Development, the Land or the Property including over any certificate of title that issues upon registration of the Plan of Subdivision by the Registrar.

12.2 Purchaser's acknowledgement

The Purchaser acknowledges that breach of Special Condition 12.1:

- (a) may delay or prevent registration of the Plan of Subdivision by the Registrar;
- (b) may delay or prevent settlement by the Vendor of sales of all or some of the Lots; and
- (c) to the extent that it delays any such settlement, entitles the Vendor to recover from the Purchaser interest, holding costs and other charges including under any other contract of sale for any Lot or any agreement relating to financing of the Development.

12.3 Appointment as attorney

The Purchaser irrevocably appoints the Vendor and each director, officer and manager of the Vendor as its attorney to sign and lodge a withdrawal of any caveat lodged by the Purchaser in breach of Special Condition 12.1.

13. Transfer of land

13.1 Delivery of Transfer

General Condition 6 is deleted and the Purchaser agrees that the Purchaser must deliver the instrument of transfer to the Vendor's Legal Practitioner not less than 10 Business Days before the date for the Payment of Balance. If the instrument of transfer is not delivered by then, the Vendor may complete this Contract at any time between the Due Date and the date which is 10 Business Days after the Purchaser delivers the instrument of transfer. The Purchaser must pay interest in accordance with this Contract for the period between the Due Date and the date that the Purchaser actually pays the Balance.

13.2 Restrictive covenant

The Purchaser shall deliver an instrument of transfer noting the following covenant:

"AND the said Transferee/s with the intention that the benefit of this covenant shall be attached to and run at law and in equity with every lot on the said Plan of Subdivision no. PS 641050J other than the lot hereby transferred and that the burden of this covenant shall be annexed to and run at law and in equity with the said lot hereby transferred does hereby for themselves their heirs executors administrators and transferees covenants with the said Transferor and the registered proprietor or proprietors for the time being of every lot on the said Plan of Subdivision no. PS 641050J and every part or parts thereof other than the lot hereby transferred that the said Transferee/s their heirs executors administrators and transferees shall not at any time on the said lot hereby transferred or any part or parts thereof:

- (a) erect or cause to be erected more than a single dwelling;
- (b) erect or cause to be erected any dwelling in excess of 60% site coverage as specified within The Hunt Club Siting and Design Controls Version – No. 4 July 2012. This includes all roofed areas except for eave overhangs;
- (c) erect or cause to be erected any dwelling and or garage other than a dwelling and or garage with external walls constructed substantially of brick, brick veneer or stone or such other materials approved by the Transferor in writing;

- (d) erect or cause to be erected any dwelling and or garage other than a dwelling and or garage with a roof constructed of tiles or colorbond or other materials approved by the Transferor in writing;
- (e) erect or cause to be erected any dwelling and or garage unless all building rubbish waste debris and litter is contained within the lot hereby transferred;
- (f) erect or cause to be erected any side fence or rear boundary fence of any material other than specified in The Hunt Club Siting and Design Controls Version – No. 4 July 2012;
- (g) erect or cause to be erected any front fence;
- (h) park any motor vehicle with a load capacity in excess of 1 tonne and used for commercial purposes or any caravan between the front boundary of the lot hereby transferred and the front building line of the house erected thereon;
- (i) erect or cause to be erected any dwelling or works other than a dwelling or works that comply with The Hunt Club Siting and Design Controls Version – No. 4 July 2012.

The Covenant shall cease to apply or affect the burdened land ten (10) years from the registration of the Plan of Subdivision no. PS 641050J."

14. Adjustments

14.1 Apportionment

General Condition 15 is deleted and despite Special Condition 14.4, all Outgoings in respect of the Property shall be apportioned between the Vendor and Purchaser as paid on the later of the Day of Sale or the date on which the Plan of Subdivision is registered.

14.2 Bulk assessment

The Property is part of land which is part of a subdivision for which outgoings are nominally assessed under a bulk assessment. If there is no separate assessment issued for Outgoings for the Property at the Settlement Date the Outgoings attributable to the Property for apportionment purposes shall be that proportion of the total assessment which the area of the Lot bears to the total area of all lots on the Plan of Subdivision (or of all lots subject to the assessment, as the case may be).

14.3 Separate assessments

If a separate assessment for the same period issues to the Purchaser or the Vendor after the Settlement Date any further adjustment necessary shall be based on the amount payable after deducting any discount for early payment and after allowance being made for any refund made or to be made by the relevant Authority. Any such readjustment must be made within 12 months after the Settlement Date and be accompanied by a copy of the original notice.

14.4 Payment

The Vendor will pay the Outgoings when they are due to be paid and the Purchaser acknowledges and agrees that it cannot require them to be paid at or before Settlement under any circumstances.

15. Fences

If before the Settlement Date, the Vendor has received or contributed to one or more fencing notices from the owners of land adjoining the Property:

- (a) the Purchaser will be liable for the Vendor's share of the cost that is set out in each of the fencing notices; and
- (b) the Purchaser will pay to the Vendor on the Settlement Date the Vendor's share of the cost that is set out in each of the fencing notices, by way of an adjustment in the Vendor's favour, as reimbursement for the contribution which the Vendor has made or will be required to make under the fencing notices.

16. Design Guidelines

- (a) The Purchaser acknowledges and agrees that it has read the Design Guidelines and it will comply with the Design Guidelines at all times.
- (b) The Purchaser further covenants with the Vendor that it is an essential term of the Contract that this Special Condition 16 and the Design Guidelines are included in any contract of sale relating to the future sale or transfer of the Property by the Purchaser.
- (c) The Purchaser further covenants and agrees that it must procure a deed executed in a form satisfactory to the Vendor, with the Vendor as a party to this deed, from any purchaser and/or transferee (**New Purchaser**) containing agreement by the New Purchaser to observe and comply with the covenants in this Special Condition 16 and the Design Guidelines.
- (d) The Purchaser acknowledges and agrees that it is a fundamental term of this Contract and the Purchaser indemnifies the Vendor against any loss or damage suffered as a result of a breach of this Special Condition 16 by the Purchaser or any New Purchaser or subsequent purchaser.
- (e) This Special Condition 16 will not merge on Settlement but will apply for the duration that the Covenant remains enforceable.

17. Construction of dwelling

- (a) In order to ensure the orderly development of the Estate, the Purchaser shall build or cause to be built a dwelling on the Land with construction to be commenced as evidenced by the pouring of the footings or slab within twelve (12) months of the payment of the balance and completed as evidenced by the issuing of the Occupancy Permit within twenty-four (24) months of the payment of the balance.
- (b) Until such time as the said dwelling has been commenced, the Purchaser shall not advertise, offer to sell, enter into a contract of sale, or in any way transfer the land hereby sold without the prior written consent of the Vendor.
- (c) The Vendor's consent shall be given entirely at the Vendor's discretion. If the Vendor's consent is given, the New Purchaser shall enter into a deed with the Vendor binding the New Purchaser to all of the conditions in this Contract of Sale required by the Vendor including this Special Condition 17.
- (d) This Special Condition 17 will not merge on Settlement.

18. Option

- 18.1 For the purposes of compliance with Special Condition 17, the Purchaser hereby grants the Vendor the option to repurchase the Land upon the following conditions:
- (a) The price shall be \$10,000.00 less than the price paid pursuant to this Contract of Sale (such amount calculated to cover the Vendor's legal costs, agent's commission, stamp duty and other expenses associated with the exercise of the option and the resale of the Land).
 - (b) The price shall be paid by a deposit equal to ten (10%) percent of the price payable on the exercise of the option and the balance within ninety (90) days of the exercise of the option.
 - (c) The option shall only be exercised if the Purchaser is in breach of Special Condition 17.
 - (d) The option shall be exercised within ninety (90) days of the Vendor becoming aware that the Purchaser is in breach of Special Condition 17. Prior to the Vendor exercising the option the Vendor may request the Purchaser to show cause why the option should not be exercised.
 - (e) The Vendor shall notify the Purchaser of the exercise of the option in writing at the address of the Purchaser as set out in this Contract.
 - (f) When exercising this option the Vendor shall have the right to nominate the purchaser.

- (g) The Purchaser hereby grants the Vendor a Power of Attorney for the purposes of executing all documents to give effect to the exercise of the option.
- (h) The Purchaser hereby grants the Vendor the right to lodge a Caveat at the Land Registry for the purposes of better securing the option.

18.2 This Special Condition 18 will not merge on Settlement.

19. Telecommunications and Electricity Services to the Property

The Purchaser acknowledges that:

- (a) the telecommunications service to the Land is conditional on the telecommunication provider with Universal Service Obligations for the Land carrying out the necessary works; and
- (b) the availability of electricity to the Land is conditional on the appropriate authority carrying out the necessary works. Whilst the Vendor will use its best endeavours to ensure the availability of electricity, the Vendor will not be liable to the Purchaser in any way whatsoever if electricity is not available by or after the Settlement Date.

20. Duty

20.1 No stamp duty warranty

The Purchaser acknowledges and agrees that:

- (a) no representation or warranty has been made to the Purchaser regarding the amount of stamp duty that will be payable; and
- (b) the Purchaser will not Object because of the amount of stamp duty payable on a transfer of the Land to the Purchaser or to any nominated or substituted purchaser.

20.2 Indemnity

The Purchaser is liable for and indemnifies the Vendor against any stamp duty that becomes payable in respect of a transfer of the Land to the Purchaser or to any nominated or substituted purchaser.

20.3 Stamp duty: Purchasers buying unequal interests

If the Purchaser comprises more than one person or entity:

- (a) it is each Purchaser's responsibility to ensure the Contract correctly records at the Day of Sale the proportions in which they are buying the Property;
- (b) if the proportions recorded in the transfer of land document differ from those recorded in the Contract, it is each Purchaser's responsibility to pay any additional duty or charge which may be assessed as a result of the variation; and
- (c) each Purchaser jointly and severally indemnifies the Vendor, the Vendor's Estate Agent and the Vendor's Legal Practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty or charge payable as a result of the proportions in the transfer of land document differing from those in the Contract.

20.4 No merger

This Special Condition 20 will not merge on Settlement.

21. No resale

The Purchaser must not prior to settlement sell, agree to sell or agree to transfer the Land without the prior written consent of the Vendor (which may be given or withheld at the Vendor's absolute discretion) until every lot on the Plan of Subdivision has been sold by the Vendor.

22. Settlement

General Condition 7 is deleted and the Purchaser agrees that the Vendor is not required to provide at any time or take any action to obtain any:

- (a) release from any secured party releasing a security interest in respect of the Property; 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 the Settlement Date; 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 the Settlement Date, the personal property included in the Contract is not or will not be property in which the relevant security interest is granted.

23. Guarantee

If the Purchaser is or includes a corporation (other than a corporation whose shares are listed on the Australian Securities Exchange), the Purchaser must deliver to the Vendor a Guarantee and Indemnity on the Day of Sale:

- (a) duly completed and executed by every director of the Purchaser; or
- (b) if the Purchaser is a wholly owned subsidiary of a corporation whose shares are listed on the Australian Securities Exchange, duly completed and executed by that listed corporation.

24. Nomination

24.1 Procedure

All arrangements in relation to the nomination of a substitute or alternative purchaser must be documented and completed (at the Purchaser's expense) to the reasonable satisfaction of the Vendor.

24.2 Guarantee and indemnity

If the nominee is or includes a corporation (other than a corporation whose shares are listed on the Australian Securities Exchange) the Purchaser must deliver to the Vendor at the same time that it notifies the Vendor of the nomination, a Guarantee and Indemnity:

- (a) duly completed and executed by every director of the nominee; or
- (b) if the nominee is a wholly owned subsidiary of a corporation whose shares are listed on the Australian Securities Exchange, duly completed and executed by that listed corporation.

25. Default

If, as a result of a breach of this Contract by the Purchaser, the Property is registered in the name of the Vendor at midnight on 31 December following the Due Date, land tax will be adjusted on the basis that the Purchaser pays all of the land tax assessed, charged and levied on the Vendor in respect of the Property after the Due Date.

26. Miscellaneous

26.1 Entire agreement

This Contract contains the entire agreement between the parties and supersedes any other communications, negotiations, arrangements and agreements between the parties, whether oral or in writing, in connection with the subject matter of this Contract.

26.2 **Applicable law**

This Contract is governed by and construed in accordance with the laws of the State of Victoria and the Commonwealth of Australia.

26.3 **Waiver**

A right may only be waived in writing, signed by the party giving the waiver. A waiver by a party of any breach or a failure to enforce or to insist upon the observance of a provision of this Contract will not be a waiver of any other or of any subsequent breach.

26.4 **Variation**

This Contract can only be amended, supplemented or replaced by another document signed by the parties.

26.5 **Severance**

If any part of this Contract is invalid, unenforceable, illegal, void or voidable for any reason, this Contract will be construed and be binding on the parties as if the invalid, unenforceable, illegal, void or voidable part had been deleted from this Contract, or read down to the extent necessary to overcome the difficulty.

26.6 **Continuing obligations**

The provisions of this Contract capable of having effect after the Settlement Date do not merge on transfer of the Land and continue to have full force and effect irrespective of whether this Contract expressly provides that this is the case.

26.7 **Indemnity**

If a party is required to indemnify another party under this Contract, that party must pay on demand the amount the other party is liable to pay by the time the other party is required to make payment.

26.8 **Counterparts**

This Contract may be signed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same document.

26.9 **Electronic delivery**

If a party delivers an executed counterpart of this Contract or any other document executed in connection with it (**Relevant Document**) by facsimile or other electronic means:

- (a) the delivery will be deemed to be an effective delivery of an originally executed counterpart; and
- (b) the party will still be obliged to deliver an originally executed counterpart, but the failure to do so will not effect the validity or effectiveness of the Relevant Document.

26.10 **Rule of construction**

The parties acknowledge and agree that no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Contract or part of it.