

CONTRACT OF SALE OF REAL ESTATE - PARTICULARS OF SALE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008 filled up by the Vendor and/or the Vendor's Estate Agent named herein

The vendor sells and the purchaser buys the property, being the land and the goods, for the price and on the conditions set out in this contract.

The terms of this contract are contained in the:

- Particulars of sale
- Special conditions, if any
- General conditions and the
- Vendor's Statement

and in that order of priority.

The Vendor's Statement required by section 32(1) of the **Sale of Land Act 1962** is attached to and forms part of this contract. The parties should ensure that when they sign the contract they receive a copy of the Vendor's Statement, the general conditions and any special conditions.

SIGNING OF THIS CONTRACT

The authority of a person signing:

under power of attorney; or
as director of a corporation; or

as agent authorised in writing by one of the parties

must be noted beneath the signature.

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

- Form 1 (Contract of Sale of Real Estate-----Particulars of Sale);
- Special Conditions, if any;
- Form 2 (Contract of Sale of Real Estate-----General Conditions);
- Vendor's Statement

SIGNED BY THE PURCHASER on...../...../20

print name of person signing:

state nature of authority if applicable

(e.g. "director", "attorney under power of attorney")

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

SIGNED BY THE VENDOR on...../...../20

print name of person signing:

State nature of authority if applicable

(e.g. "director", "attorney under power of attorney")

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

IMPORTANT NOTICES TO PURCHASER OF "OFF THE PLAN" PROPERTIES

SUBDIVISIONS

The purchaser may negotiate with the vendor about the amount of deposit moneys payable under the contract up to and including (but not exceeding) an amount equal to 10% of the purchase price of the lot.

A substantial amount of time may elapse between the day on which the purchaser signs the contract of sale and the day on which the purchaser becomes the registered proprietor of the lot, and

The value of the lot may change between the day on which the purchaser signs the contract for sale of that lot and the day on which the purchaser becomes the registered proprietor.

(This information is provided to the purchaser under section 9AA(1A) of the *Sale of Land Act 1962*.)

Cooling-off period

Section 31 Sale of Land Act 1962

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you. You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision. You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

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

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

PARTICULARS OF SALE

REAL ESTATE AGENT: **LJ HOOKER REAL ESTATE**
Shop 2, 81-89 High Street,
Wellington Square Shopping Centre
WALLAN VIC 3756
PH: 5783 3399

VENDOR: **LIAM PATRICK FRADLEY &
ASHLING CHRISTINA FRADLEY**
36 Craig Parry Drive WALLAN VIC 3756

VENDORS
CONVEYANCER: **Sargeants Wallan**
Conveyancing and Property Transfer Specialists
PO BOX 542 WALLAN 3756
Tel: 5783 1655 Fax: 5783 1755
office@sargeantswallan.com

PURCHASER:

PURCHASERS
CONVEYANCER:

STREET ADDRESS: **3 SAGE AVENUE WALLAN VIC 3756**

LAND BEING SOLD: That part of the land which is currently fenced and/or
occupied by the Vendor and contained only within the
land described in
Certificate of Title VOLUME **12474** FOLIO **297**

GOODS: NIL- VACANT LAND

PRICE \$

DEPOSIT \$ due / / of which \$ has been paid

BALANCE \$

PAYMENT OF BALANCE is due on / / 2023

Being the **SETTLEMENT DATE** or earlier by mutual agreement and is the date upon which vacant possession of the property and chattels/receipt of the rents and profits shall be given, namely upon acceptance of Title and payment of the whole of the purchase price.

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

GST (refer to general condition 13)

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

If this is a sale of a 'farming business' or a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

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

Settlement

is due on date for the PAYMENT OF BALANCE as set out in the PARTICULARS OF SALE unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the above date or 14 days after the vendor gives notice to the purchaser of registration of the plan, whichever is later.

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box

in which case refer to general condition 1.1. If '**subject to lease**' then particulars of the lease are:

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box

and refer to general condition 23 and add any further provisions by way of special conditions

Encumbrances

This sale is **NOT** subject to the Purchaser **taking over** the Vendor's existing mortgage unless the words '**subject to existing mortgage**' appear in this box

If the sale is '**subject to an existing mortgage**' then particulars of the mortgage are:

Special conditions

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

Loan (refer to general conditions 14)

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

Lender:

Loan Amount:

Approval date:

THE SPECIAL CONDITIONS REFERRED TO IN THE CONTRACT

1 Foreign resident capital gains withholding

- 1.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this special condition unless the context requires otherwise.
- 1.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 1.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of **\$750,000-00** or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).
- 1.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 1.5 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
 - (b) ensure that the representative does so.
- 1.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this special condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 1.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:

- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (a) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 1.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 1.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 1.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

2 Electronic Conveyancing

EC

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

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 2 ceases to apply from when such a notice is given.
- 2.3 Each party must:
 - (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
 - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
 - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to

enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

- 2.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the Electronic Network Operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and
 - (d) direct the vendor’s subscriber to give (or, if there is no vendor’s subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser’s nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

3. Identity of the Land

The purchaser admits that the land as offered for sale, occupied by the vendor and inspected by the purchaser is identical to that described in the Title particulars as the LAND BEING SOLD in the Vendor Statement. The purchaser agrees not to make any requisition or claim any compensation for any alleged misdescription of the land or any deficiency in the area or the measurements of the land, or call upon the vendor to move any fences or amend the title or bear all or any part of the cost of doing so.

4. Planning

The property is sold subject to any restriction as to the use under any order, plan, permit, scheme, overlay, regulation or by-law contained in or made pursuant to the provision of any legislation. No such restriction shall constitute a defect in the vendor’s title and the purchaser shall not be entitled to any compensation from the vendor in respect thereof in any circumstances whatsoever.

5. Buildings and Goods

The purchaser acknowledges and declares that he has purchased the property as a result of his own inspections and enquiries of the property and all buildings and structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the vendor or his consultants or any

agents or servants. Notwithstanding anything to the contrary herein contained or by-law or otherwise provided or implied.

It is agreed that the purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said buildings or structures. The purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the vendors Title.

The purchaser shall not claim any compensation whatsoever from the vendor, nor require the Vendor to comply with any one or more of those laws or regulations or to carry out any work whatsoever including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall have no right to call upon the vendor to provide a Certificate of Occupancy, a Certificate of Final Inspection or any other similar document or any copy of any guarantee or Insurance policy under any building legislation.

The purchaser specifically acknowledges that he is aware that the property may contain asbestos and/or some of the materials in the building, including cladding may be combustable and may require removal or replacement at his cost.

6. Solar Panels

The vendor make no representations or gives any warranties whatsoever with respect to any solar panels or inverter installed on the property hereby sold in relation to their condition, state or repair, fitness for purpose, their in-put, feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the vendor and not encumbered in any way. The purchaser acknowledges that any current arrangements with any energy supplier shall cease on the settlement.

7. Restrictions

The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements, encumbrances and restrictions and all implied easements, encumbrances and restrictions and any rights of any other person, whether they are known to the vendor or whether they are disclosed or not. The purchaser accepts the location of all buildings and the current condition of all plumbing works and shall not make any claim whatsoever in relation thereto.

8. Warranties and Exclusions

The purchaser agrees that there are no conditions, warranties, undertakings, representations or any other terms affecting the contract other than those that will be embodied in the contract and the purchaser shall not be entitled to rely upon any condition, warranty, undertaking or representation made by the vendor or the vendor's agents or any term except such as are made written conditions of this contract and signed by the vendor.

Marketing Materials

The Purchaser agrees that he has not relied on any marketing materials, displays or concept plans contained or used or provided in marketing materials before the day of sale and has relied solely on his own searches, enquiries and due diligence.

9. Goods

The purchaser acknowledges that he has inspected the goods, fittings and appliances forming part of this contract and that he is aware of their current condition and any

deficiencies. The purchaser shall not require the goods to be in working order at the date of settlement, nor shall he claim any compensation in relation thereto.

10. Purchaser a resident of or entitled to purchase land in Australia

In the event that the purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this contract, the purchaser hereby warrants that he has when required by law, obtained the approval of the Treasurer of the Commonwealth of Australia and of the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer, has received a statement of non-objection by the Treasurer or submits evidence that the Treasurer has ceased to be empowered to make an order under Part 11 of the Foreign Acquisition and Takeovers Act 1975. The purchaser further acknowledges that in the event that this warranty is untrue in any respect, the purchaser hereby indemnifies the vendor against any loss which the vendor may suffer as a result of the vendor having relied on this warranty when entering into this contract including any consequential loss.

11. Stamp Duty - More than one purchaser

- (a) If there is more than one purchaser, it is the purchaser's sole responsibility to ensure that
this contract correctly records as at the day of sale, the proportions in which they are buying
the property ("the proportions")

Name:
..... %

Name:
..... %

Total
100%

- (b) If the proportions recorded in the Transfer of Land differ from those recorded in the contract, it is the purchaser's sole responsibility to pay any additional Stamp Duty which may be assessed as a result of the variation.
- (c) The purchasers shall fully indemnify the vendor, the vendor's agent and the vendor's conveyancer or representative against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer of Land differing from those in the contract or any other matter whatsoever.
- (d) This Special Condition shall not merge on completion of this contract.

12. State Revenue Office Duties on Line

Upon the purchaser confirming that all special conditions benefitting the purchaser have been met:-

- (a) the vendor will prepare the electronic document required for the assessment within the State Revenue Office Duties On Line (DOL) system and provide the purchaser with the DOL document ID number.
- (b) the electronic Duties on Line document must be finalized by the purchaser to a stage where it is ready for signature by the purchaser not less than fourteen (14) days prior to the settlement date in the contract or such other settlement date as may be agreed between the parties. (Settlement Date)
- Should the purchaser fail to finalize the electronic Duties On Line document at least fourteen (14) days prior to the Settlement Date in the contract or the purchaser changes the electronic Duties on Line document creating a need for the vendor to resign the electronic Duties On Line document, the vendor will not be required to settle the matter

prior to the expiration of fourteen (14) days after the vendor resigns the electronic Duties On Line document.

13. Acceptance of Title

General Condition 12.4 will be added to the General Conditions in the contract. Where the purchaser is deemed by Section 27(7) of the Sale of Land (Deposits) Act 1962 to have given the deposit release authorisation referred to in Section 27(1), the purchaser is also deemed to have accepted the vendor's Title in the absence of any prior express and valid specific objection to the vendor's Title.

14. Deposit Bond or Bank Guarantee

The deposit cannot be paid in whole or in part by way a Deposit Bond or a Bank Guarantee unless the contract of sale includes a special condition setting out all the requirements in relation to the terms of the bond, the delivery of the bond and the renewal of the bond.

15. Adjustments

The purchaser must provide copies of all certificates and other information used to calculate the adjustments under General Condition 15, if requested by the vendor. Land Tax (as defined in the Land Tax Act 2005) shall be adjusted at the settlement on the higher of the single holding rate assessed by the State Revenue Office on the land hereby sold or the proportional land tax rate calculated by the State Revenue Office as payable by the vendor pursuant to the vendors land tax assessment notice.

16. Electronic signature

16.1 In this special condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.

16.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.

16.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

16.4 This Contract may be electronically signed in any number of counterparts which together will constitute the one document.

16.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

16.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

17. Australian Consumer Law

The Vendor and the Purchaser agree that this contract is not a standard form contract within the meaning of the Australian Consumer Law.

The Purchaser acknowledges and agrees that before signing this Contract the Purchaser has:-

17.1 Obtained or has been given the opportunity to obtain independent advice considered relevant to the Purchaser; and

17.2 Negotiated or has had the opportunity to negotiate the terms of the Contract; and

17.3 The rights given to the Vendor under this Contract are reasonably necessary to protect the legitimate interests of the Vendor.

Wherein appearing the singular shall include the plural, the male gender shall include the female gender or a body corporate.

18. Interest and Costs Payable Upon Default

If the purchaser defaults in payment of any money under this Contract then interest at the rate of sixteen percent per annum shall be paid by the purchaser to the vendor on any money overdue for payment. The purchaser agrees that the reasonable costs of each and every default is the sum of \$550-00 (inclusive of GST) together with a further sum of \$550-00 (inclusive of GST) for each and every Default Notice prepared and served on the purchaser or his representative. The exercise of the vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under this contract or otherwise.

19. Pool & Spa Compliance

The purchaser agrees that he will be responsible to comply with any notice, order, demand or levy imposed in relation to the safety of any pool or spa on the property regardless of whether such notice, order, demand or levy was issued or made before or after the day of sale.

The purchaser is aware that he may have to:

1. Register the pool or spa with the local council if the vendor has not already done so,
2. Arrange a private inspection and obtain a report at his cost,
3. Comply with all the requirements of the report,
4. Arrange any further inspections at his cost, and
5. Provide the local council with a Certificate of Compliance and pay the required fee

The Purchaser acknowledges that he shall not have any right to seek any contribution either directly or indirectly from the vendor towards any costs, fees, charges or disbursements whatsoever or howsoever arising in relation to any pool or spa on the property.

20. Christmas Period

The due date for settlement stipulated in the Particulars of Sale must not be between 21 December, 2023 and 10 January, 2024 (inclusive). In the event that a date within this period is stipulated as the due date for settlement, then this special condition shall prevail and the settlement date will be 12 January, 2024.

21. Windfall Gains Tax

The purchaser shall be responsible for any notice, demand or levy imposing any liability on the property without limitation and including but not limited to any liability for the payment of any Windfall Gains Tax or any other tax or imposition that does not specifically relate to periodic outgoings made on or after the day of sale.

22. RE-SALE DEED

This Contract requires the subsequent purchaser, as described in the Re-Sale Deed to sign the Re-Sale Deed attached to this Contract marked Annexure "A". The subsequent purchaser agrees to sign the ReSale Deed at the time of signing this Contract and is bound by the conditions contained therein. The parties agree that this Contract is conditional upon, the Vendor as described in the Schedule of the Re-Sale Deed signing the Re-Sale Deed. Should the First Purchaser, as described in the Re-Sale Deed be unable to procure the signature of the Vendor the Contract will be considered at an end and all deposit monies paid refunded.

CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

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

TITLE

1. Encumbrances

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

2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**, save that General Condition 12.4 has been added.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act.
- 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

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

4. Services

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

5. Consents

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

6. Transfer

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

7. Release of security interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.

- 7.2** For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3** If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must -
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4** The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5** Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property —
- (a) that —
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6** The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if —
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7** A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8** A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9** If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10** In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11** The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12** The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13** If settlement is delayed under general condition 7.12, the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 7.14** The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15** Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.
- 8. Builder warranty insurance**
The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.
- 9. General law land**
- 9.1** This condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2** The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3** The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4** The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and

- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
- (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.
- MONEY**
- 10. Settlement**
- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
- (b) the vendor must:
- (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
- (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.
- 11. Payment**
- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent or legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
- (b) cheque drawn on an authorised deposit-taking institution; or
- (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 12. Stakeholding**
- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
- (i) there are no debts secured against the property; or
- (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 12.4 Where the purchaser is deemed by section 27(7) of the **Sale of Land Act 1962** to have given the deposit release authorisation referred to in Section 27 (1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 13. GST**
- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and

- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
 - (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.

14. Loan

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

15. Adjustments

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

TRANSACTIONAL

16. Time

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

17. Service

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

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

- 23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:
 - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent

- to be applied in or towards discharging the mortgage.
- 23.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.
24. **Loss or damage before settlement**
- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.
25. **Breach**
- A party who breaches this contract must pay to the other party on demand:
- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
 - (b) any interest due under this contract as a result of the breach.
- DEFAULT**
26. **Interest**
- Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the **Penalty Interest Rates Act 1983** is payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party.
27. **Default notice**
- 27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 27.2 The default notice must:
- (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of notice being given
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.
28. **Default not remedied**
- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

GUARANTEE

I/We

of

(hereinafter called "the Guarantors" IN CONSIDERATION of the within named vendor selling to the within named Purchaser at our request the land described in the within Contract for the price and upon the terms and conditions therein set forth HEREBY for ourselves our respective Executors and administrators COVENANT with the said Vendor that if at any time default shall be made in the payment of the deposit or residue of purchase money, interest, costs or other moneys payable by the purchaser to the Vendor under the within Contract or in the performance or observance of any term or condition of the within contract to be performed or observed by the Purchaser we will forthwith on demand by the Vendor pay to the Vendor the whole of such deposit, residue of purchase money, interest, costs or other moneys payable which shall then be due and payable to the Vendor and will keep the Vendor indemnified against all loss of purchase money, interest, costs or other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default 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 within Contract or in the performance or observance of any of the agreements, obligations or conditions under the within contract 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 our Executors and Administrators.

AS WITNESS our hands and seals the

day of

20

SIGNED SEALED AND DELIVERED

by the Guarantors

in the presence of:

Witness

Resale Deed

**K.H. Leong Nominees Pty Ltd ACN 086 754 672,
TRC (Aust) Pty Ltd ACN 137 500 611 and Buey Buey Ngiam**

and

Print name/s - Resale Purchaser/s

Ref LAD:TB:1032484

Doc ID 1090960333/v1

Level 8, 447 Collins Street, Melbourne VIC 3000 Australia
PO Box 3, Collins Street West VIC 8007 Australia
DX 564 Melbourne

Telephone +61 3 8644 3500

Facsimile 1300 365 323 (Australia) +61 3 9034 3257 (International)
hwlebsworth.com.au

Resale Deed

Date

Parties

**K.H. Leong Nominees Pty Ltd ACN 086 754 672, TRC (Aust) Pty Ltd
ACN 137 500 611 and Buey Buey Ngiam**

of 2/4 Corporate Ave, Rowville VIC 3179

(Head Vendor)

of

(Resale Purchaser)

Recitals

- A. Pursuant to the Head Contract, the Head Vendor sold the Property to the First Purchaser.
- B. It is a condition of the Head Contract that the First Purchaser must not sell the Property to another person unless the First Purchaser first procures the execution by the Resale Purchaser of a deed of assumption in the form required by the Head Vendor, to ensure that the Resale Purchaser assumes all necessary obligations to the Head Vendor.
- C. The Head Vendor has consented to the Resale Purchaser entering into the Resale Contract, subject to the Resale Purchaser entering into this Deed.

This deed witnesses that in consideration of, among other things, the mutual promises contained in this deed the parties agree as follows:

1. Definitions and interpretation clauses

1.1 Definitions

In this deed:

First Purchaser	means Liam Patrick Fradley & Ashling Christina Fradley .
Head Contract	means the contract of sale dated on or about 25 May 2021 by which the Head Vendor sold the Property to the First Purchaser, a copy of the terms of which are attached to this Deed as Annexure A.
Head Contract Special Conditions	means the special conditions contained in the Head Contract, a copy of which is attached to this Deed as Annexure A.
Property	means the land known as 3 Sage Avenue, Wallan being Lot 942 on Plan of Subdivision No. PS831896P, Springridge Estate.
Resale Contract	means the contract of sale dated on or about _____ by which the First Purchaser is selling the Property to the Resale Purchaser.
Resale Purchaser	means _____.

1.2 Interpretation

In this Contract, unless the context otherwise requires:

- (a) capitalised terms in this Deed appearing in the Head Contract Special Conditions have the same meaning as in the Head Contract;
- (b) words importing:
 - (i) the singular include the plural and vice versa; and
 - (ii) any gender includes the other genders;
- (c) an obligation of two or more parties shall bind them jointly and severally;
- (d) if a word or phrase is defined cognate words and phrases have corresponding definitions;
- (e) a reference to:

- (i) a person includes a body corporate, a firm, a natural person, an unincorporated association and an authority;
- (ii) a person includes a reference to the person's legal personal representatives successors and permitted substitutes and assigns;
- (iii) a statute ordinance code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

2. Purchaser's Covenants

2.1 Compliance with Head Contract Generally

The Resale Purchaser acknowledges and agrees that it must, as a condition of purchase of the Property, fully comply with and observe all of the First Purchaser's obligations as "Purchaser" under the Head Contract Special Conditions.

2.2 Specific Head Contract Obligations

Without limitation of the Resale Purchaser's obligations under clause 2.1 of this Deed, the Resale Purchaser specifically acknowledges and agrees that it must, as a condition of purchase of the Property:

- (a) fully comply with and observe all of the requirements set out in any restrictions, restrictive covenants and/or Design Guidelines affecting the Property, which may change from time to time (a copy of the current Design Guidelines are attached to the Head Contract and set out in Annexure A of this Deed receipt of which is acknowledged by the signing of this Deed by the Resale Purchaser);
- (b) until the Development Works (as defined in the Head Contract Special Conditions) are completed, not sell the Property to another person unless such person is approved by the Head Vendor and the Resale Purchaser first procures the execution by that other person of a deed of assumption in or to the effect of the form required by the Head Vendor;
- (c) comply with and observe all of the requirements set out in the attached special condition/s of the Head Contract relating to Planning and Building Controls;
- (d) fully comply with and observe all of the requirements set out in the attached special condition/s in relation to the Construction of a dwelling; and
- (e) indemnify the Head Vendor against all costs, losses, charges and expenses incurred by the Head Vendor as a result of the Resale Purchaser not complying with its obligations under this Deed.

3. Costs

Prior to execution of this Deed by the Head Vendor, the Purchaser must provide the Head Vendor with a cheque for \$660.00 (inclusive of GST), being the Head Vendor's costs of negotiating, preparing, perusing and procuring execution by the Head Vendor of this Deed.

4. Notice

4.1 Form and Delivery

Any notice, approval, consent or other communication under this Contract:

- (a) may be signed on its behalf and despatched by the party's solicitors rather than by the party personally;
- (b) must be in writing; and
- (c) must be delivered and left at the address of the addressee, or sent by prepaid post or by facsimile to the address of the addressee specified in this Contract or if the addressee has notified another address to that new address.

4.2 Effect of Notice

A notice, approval, consent or other communication takes effect from the time it is received unless a later time is specified in it.

4.3 Receipt of Notice

A letter or facsimile is taken to be received:

- (a) in the case of a posted letter, on the 2nd day (or if to or from an international address, on the 5th day) after posting; and
- (b) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the facsimile number of the recipient.

4.4 Service of Notice

If a conveyancer (as defined in the *Legal Profession Act 2004*) acts for a party to this Contract, then the conveyancer may be served with a notice in the same manner as a party's solicitor may be served in accordance with General Condition 13 of Table A.

Signing page

Executed as a deed

Signed, sealed and delivered for and on behalf of **K.H. Leong Nominees Pty Ltd ACN 086 754 672** by its attorney Nathaniel Leong under power of attorney dated 29 April 2023:

Signature of attorney

By executing this deed the attorney states that the attorney has not received notice of revocation of the power of attorney at the date of executing this deed.

Signed, sealed and delivered for and on behalf of **TRC (Aust) Pty Ltd ACN 137 500 611** by its attorney Nathaniel Leong under power of attorney dated 29 April 2023:

Signature of attorney

By executing this deed the attorney states that the attorney has not received notice of revocation of the power of attorney at the date of executing this deed.

Signed, sealed and delivered for and on behalf of **Buey Buey Ngiam** by its attorney Nathaniel Leong under power of attorney dated 29 April 2023:

Signature of attorney

By executing this deed the attorney states that the attorney has not received notice of revocation of the power of attorney at the date of executing this deed.

**Signed, sealed and delivered by the
Resale Purchaser (Print Name)**

in the presence of:

Signature of witness

Signature of Resale Purchaser

Full name of witness (print)

Address of witness (print)

**Signed, sealed and delivered by the
Resale Purchaser (Print Name)**

in the presence of:

Signature of witness

Signature of Resale Purchaser

Full name of witness (print)

Address of witness (print)

Annexure A Head Contract

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

Bank Guarantee means an unconditional and irrevocable guarantee or undertaking by a Bank in favour of the Vendor's Legal Practitioner and on terms satisfactory to the Vendor's Legal Practitioner in its absolute discretion, to pay money on demand to the Vendor's Legal Practitioner without reference to the Purchaser having an expiry date (if any) no earlier than the day that is 6 months after the Registration Date;

Building Law means the *Building Act* 1993 (Vic) and any regulations under that Act, the Building Code of Australia, any repealed laws under which any improvements on the Land were constructed and any other Laws or the requirements of any Authority in relation to any improvements on the Land or any alterations or additions to those improvements;

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, immediate, future or contingent and includes a claim for compensation;

Commissioner means the Commissioner of Taxation;

Contaminant means a substance at a concentration above the concentration at which the substance is normally present in, on or under (respectively) land in the same locality, being a presence that presents a risk of harm to human health or any other aspect of the environment (including asbestos) and **Contamination** has a corresponding meaning;

Construct means to construct the Residence on the Land in accordance with Special Condition 37.3(a) and **Construction** has a corresponding meaning;

Construction Plans means all plans and specifications relating to the Construction, including floor plans, elevation plans and landscaping plans;

Contract means this contract of sale of real estate and includes the annexures;

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

DDF means the online form called "Digital Duties Form" generated from the SRO website;

Day of Sale means the date on which this 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 means the set of building and design guidelines for the Construction titled "**Springridge Design Guidelines**" as amended from time to time, a copy of which is attached to the Vendor's Statement;

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 Springridge Estate, Wallan;

Development Works means 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 settlement is due in the Particulars of Sale or such other date agreed by the parties in writing;

Encumbrances means the encumbrances specified in Schedule 1 of the Particulars of Sale;

Environmental Law means any and all past, present and future laws, and any codes of practice, guidance notes, national Environment Protection Measures, State Environment Protection Policies, order, directions, consents, authorisations or permits concerning environmental, health or safety matters (including the clean up standards and practices for Contamination in buildings, equipment, soil, sub surface-strata, air, surface or ground water), where they are provided for in applicable Laws or applied and practised to the Property;

GST means GST within the meaning of GST Law;

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

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

GST Withholding Law means the amount payable to the Commissioner and determined under section 14-250 of the Withholding Law.

Guarantee and Indemnity means a guarantee and indemnity in the form of Annexure A;

Input Tax Credit has the meaning given to it in GST Law;

Insolvency Event means:

- (a) where the Purchaser (or if the Purchaser consists of 2 or more persons, any of those persons) is a corporation:
 - (i) an official manager, receiver, receiver and manager, administrator, liquidator, provisional liquidator or agent for a mortgagee is appointed to the Purchaser or to any or all of its assets or undertakings;
 - (ii) the Purchaser enters into, or resolves to enter into, a scheme of arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them (except to reconstruct or amalgamate while solvent on terms approved by the Vendor);
 - (iii) the Purchaser resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so (except to reconstruct or amalgamate while solvent on terms approved by the Vendor);
 - (iv) an application is made to a court for an order, or an order is made, that the Purchaser be wound up or dissolved;
 - (v) the Purchaser is or states that it is insolvent;
 - (vi) the Purchaser becomes an insolvent under administration as defined in the *Corporations Act* or action is taken which could result in that event;

- (vii) the Purchaser takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation;
 - (viii) the Purchaser fails to comply with a statutory demand in accordance with section 459F(1) of the *Corporations Act*;
 - (ix) execution is levied against the Purchaser and is not satisfied within 30 days; or
 - (x) anything which is analogous to or has a substantially similar effect to any of the events specified above occurs; or
- (b) where the Purchaser (or if the Purchaser consists of 2 or more persons, any of those persons) is a natural person:
- (i) the Purchaser becomes bankrupt;
 - (ii) an authority is signed under section 188 of the *Bankruptcy Act 1966* (Cth);
 - (iii) the Purchaser makes an assignment for the benefit of its creditors, or enters into composition or arrangements with its creditors;
 - (iv) the Purchaser is unable to pay its debts when due;
 - (v) the Purchaser dies; or
 - (vi) the Purchaser becomes mentally ill;

Law includes any statute, rule, regulation, proclamation, ordinance or by-law (whether present or future);

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

Margin Scheme means the scheme for working out the amount of GST on a Taxable Supply under Division 75 of GST Law;

MCP means draft memorandum of common provisions, being restrictions which will be registered and imposed by the Plan of Subdivision;

NBN means the National Broadband Network;

NBN Co means NBN Co Limited;

NBN Co In-Home Wiring Guide means the guide published by NBN Co with that name and available at <http://www.nbnco.com.au/assets/documents/new-developments-wiring-guide.pdf> (or any other substantially similar document as approved by NBN Co from time to time);

Object means to make any Claim against the Vendor (before or after the date of actual settlement), 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 outgoings, costs and expenses paid or payable by the Vendor in relation to the Property (whether or not recoverable from tenants or not) including all rates, taxes (including land tax but excluding capital gains or income taxes), assessments, insurance premiums, statutory outgoings but excludes any supplementary rates or taxes or other charges assessed in respect of the Property after the date of registration of the Plan of Subdivision;

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

Permit means planning permit P304973/07.10 issued by Council, a copy of which is attached to the Vendor's Statement;

Plan of Subdivision means proposed plan of subdivision number **PS831896P** 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 attached in the Vendor's Statement;

Planning and Building Controls means the Restrictions, the MCP, the Design Guidelines and this Contract;

Planning Documents means the Permit and any other 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;

Registrar means the Registrar of Titles of Victoria;

Registration Date means the day that is 36 months after the Day of Sale;

Residence means a dwelling to be constructed on the Land in accordance with the Construction Plans approved by the Vendor;

Restrictions means the restrictions in the Plan of Subdivision;

SRO means the State Revenue Office of Victoria;

SRO Settlement Statement means the statement called "Settlement Statement" generated from the SRO website after completion of a DDF;

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

Services means all water, sewerage, drainage, gas, electricity, telecommunications or other installations, services and utilities at the Property;

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 Springridge Estate, Wallan and any other adjoining or neighbouring land owned by the Vendor and, where the context permits or requires, includes the Property;

Staged Development means the Development effected in stages;

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

Subsequent Stage Land means all the land included in the Development except for the land in the Plan of Subdivision;

Tax Invoice has the meaning given to it in GST Law;

Taxable Supply means has the meaning given to it in GST Law;

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

Vendor's Statement means a statement made by the Vendor under section 32 of the *Sale of Land Act*, a copy of which is annexed to this Contract; and

Withholding Law means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

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) 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;
- (e) where a word or phrase is defined, its other grammatical forms have corresponding meanings;
- (f) "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);
- (g) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, the legislation or legislative provision;
- (h) 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;
- (i) a reference to "include" or "including" means includes, without limitation, or including, without limitation, respectively;
- (j) anything includes each part of it; and
- (k) any reference to time in this Contract is a reference to time in Melbourne.

2. Variations to General Conditions

2.1 Variations

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

2.2 General Condition 2.1 is amended to read:

'The vendor warrants that these general conditions 1 to 28 (other than this general condition 2.1) 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 prior to the revocation of the Estate Agents (Contracts) Regulations 2008 on 11 August 2018 except to the extent those general conditions have been varied, modified or deleted under this Special Condition 2 or elsewhere in this Contract'

2.3 General Condition 2.2 to 2.7 (inclusive) are deleted.

2.4 General Condition 5 is deleted.

- 2.5 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'*
- 2.6 General Condition 11.1(b) is amended by deleting the words *'if there is no estate agent,'*
- 2.7 General Condition 11.5 is amended to read:
- 'For the purposes of this general condition 'authorised deposit taking institution' means a Bank.'*
- 2.8 General Condition 12.4 is added:
- '12.4 Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.'*
- 2.9 General Condition 15.2(b) is deleted.
- 2.10 General Condition 15.2(c) is deleted.
- 2.11 General Condition 20 is deleted.
- 2.12 The second sentence of General Condition 21 is amended to read:
- '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.'*
- 2.13 General Condition 24.2 to 24.6 (inclusive) are deleted.
- 2.14 General Condition 25 is amended by adding the following new paragraph at the end of the Condition:
- 'The purchaser acknowledges that the following items constitute 'a reasonably foreseeable loss':*
- (i) expenses payable by the vendor under any existing loan secured over the property or other property of the vendor;*
 - (ii) the vendor's legal costs and expenses as between solicitor and client incurred due to the breach, including the cost of issuing any default notice agreed at \$660.00 plus GST for each notice;*
 - (iii) any commission or other expenses claimed by the Vendor's Estate Agent or any other person relating to the sale of the property; and*
 - (iv) penalties and any other expenses payable by the vendor due to any delay in completion of the purchase of another property.'*
- 2.15 General Condition 28 is amended by adding the new paragraph 28.6 as follows:
- 'Unless the price includes GST, the reference to 'the price' in this General Condition 28 refers to the price plus any GST payable on the price.'*

2.16 General Condition 28.4(a) is amended to read as follows:

"an amount equal to 10% of the price is forfeited to the vendor as the vendor's absolute property".

3. Acknowledgements

3.1 Disclosure

The Purchaser acknowledges that prior to the signing of this Contract or any other documents relating to this sale, the Purchaser received a Vendor's Statement.

3.2 Estate Agents Act 1980 (Vic)

- (a) The Purchaser acknowledges that it received a copy of this Contract at the time of execution of this Contract.
- (b) The Purchaser warrants that it has not received any promise from the Vendor's Estate Agent (or any person acting on behalf of the Vendor's Estate Agent) in relation to obtaining a loan for the purchase of the Property.

3.3 Further acknowledgements

The Purchaser acknowledges and agrees that:

- (a) having sufficient opportunity to carry out investigations and to make enquiries in relation to the Property before signing this Contract;
- (b) that no information, representation or 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;
- (c) that no information, representation or warranty referred to in Special Condition 3.3(b) has been relied upon by the Purchaser;
- (d) that the Purchaser relied only on the Purchaser's inspection of, and searches and enquiries in connection with, the Property when entering into this Contract; and
- (e) that to the maximum extent permissible by law and equity, the Vendor is not liable to the Purchaser in connection with any information, representation or warranty provided or made by or on behalf of the Vendor.

3.4 Grants or rebates

Without limiting Special Condition 3.3, the Purchaser acknowledges and agrees that:

- (a) neither the Vendor nor the Vendor's Estate Agent has made any promise, representation or warranty to the Purchaser regarding any grants, rebates or other financial assistance that the Purchaser may be entitled to receive or claim in respect of the purchase of the Property (**Financial Assistance**);
- (b) the Purchaser has relied on its own searches and enquiries regarding what (if any) Financial Assistance the Purchaser may claim or receive; and
- (c) the Purchaser may not Object if the Purchaser is not entitled to any Financial Assistance.

3.5 Disclosure of payments

The Purchaser must disclose to any financier, valuer, Authority or other party the existence of any payments, rebates, incentives or other inducements offered to the Purchaser in respect of this Contract by the Vendor or any other party.

3.6 Vendor may pay fees to others

The Purchaser acknowledges and agrees that the Vendor may pay a fee to another party (including but not limited to the Vendor's Estate Agent) for introducing the Purchaser to the Vendor or otherwise in respect of this Contract.

3.7 Advice and negotiation

Despite anything else in this Contract, the Purchaser acknowledges and agrees that:

- (a) the Vendor gave the Purchaser the opportunity to seek advice on the terms and conditions, and effect of, this Contract prior to signing this Contract;
- (b) the Purchaser has had a genuine and effective opportunity to review and negotiate the terms of this Contract prior to signing this Contract; and
- (c) the rights granted to the Vendor in this Contract are reasonably necessary, appropriate and proper to protect the Vendor's genuine commercial interest.

3.8 Electronic Signing

The Purchaser acknowledges that this Contract may be signed and executed electronically by the parties, in accordance with applicable laws and Special Condition.

4. Laws and Planning

4.1 Laws

The Purchaser acknowledges and agrees that it buys the Property subject to all restrictions on its use or development that are imposed or prescribed by the Laws that apply to it.

4.2 Planning

The Purchaser buys the Property subject to:

- (a) any restriction or condition affecting or imposed on the Property or its use or development (including any restriction imposed by any Authority and any restriction imposed under any planning permit, approval or agreement); and
- (b) the applicable planning scheme and any other relevant planning controls.

4.3 Subject to Certification of Plan of Subdivision

- (a) This Contract is conditional upon Council certifying the Plan of Subdivision authorising subdivision within 6 months of the Day of Sale (**Approval Date**).
- (b) If Special Condition 4.3(a) is not satisfied by the Approval Date then the Vendor may at any time after that date but before the condition is satisfied rescind this Contract by giving written notice to the other in which case the Deposit and any other amounts paid by the Purchaser to the Vendor under this Contract must be immediately refunded to the Purchaser and the parties shall have no further rights in respect of this Contract except in relation to any breach which occurred prior to termination.

4.4 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.

4.5 No Claims

The Purchaser may not Object in respect of any matters referred to in this Special Condition 4.

5. Services

The Purchaser acknowledges that the Property is sold subject to the Services. To the extent permitted by law, the Purchaser may not make any Claim, nor require the Vendor to take or refrain from taking any action, in relation to:

- (a) the nature, location, availability or non-availability of any Services;
- (b) any defects in any Services;
- (c) there being or not being an easement or other right in respect of any Services;
- (d) any Service being a joint service with any other land or building;
- (e) any Service for any other land or building passing through or over the Property;
- (f) any Service installed in, on or under the Property not having been approved by an Authority;
or
- (g) any sewer, vent, manhole or water or sewerage main or connection passing through, in or over the Property.

6. Goods

6.1 Ownership

Ownership of the Goods will not pass to the Purchaser until the Vendor receives full payment of the Price.

6.2 No Warranty

The Vendor makes no representation or warranty as to the state of repair or condition or suitability of the Goods nor any compliance or non-compliance of the Goods with any Law.

7. Deposit

7.1 Amount

The Deposit must not exceed 10 per cent of the Price.

7.2 Vendor May Accept 5% Deposit

- (a) The Vendor, in its absolute discretion, may accept a Deposit in the amount equivalent to 5% of the Purchase Price if:
 - (i) the Purchaser has obtained loan pre-approval to purchase the Property with one of the following financial institutions:
 - (A) Australia and New Zealand Banking Group;
 - (B) Commonwealth Bank
 - (C) National Australia Bank; or
 - (D) Westpac Banking Corporation.
- and provided a copy of the pre-approval to the Vendor; or

- (ii) the Purchaser has obtained loan pre-approval to purchase the Property through a mortgage or finance broker acceptable to the Vendor at its absolute discretion.
- (b) Notwithstanding Special Condition 7.2(a), the Vendor is not required to accept a 5% Deposit for the Property under any circumstances.

7.3 Deposit Paid 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.

7.4 Investment of Deposit

- (a) The Vendor and the Purchaser authorise the Vendor's Legal Practitioner (but it is not obliged) to hold the Deposit in an interest bearing trust account with a bank nominated by the Vendor or the Vendor's Legal Practitioner.
- (b) Subject to Special Condition 7.4(c), any Deposit Interest will accrue for the benefit of the Vendor.
- (c) If the Purchaser lawfully rescinds this Contract the Purchaser is entitled to the Deposit Interest.
- (d) The Vendor and the Purchaser authorise and direct the Vendor's Legal Practitioner to pay the Deposit Interest to the party entitled to it at the Settlement Date or immediately following lawful rescission or termination of this Contract (whichever occurs first).
- (e) The Vendor and the Purchaser release the Vendor's Legal Practitioner from any claim concerning the investment of the Deposit.

7.5 Tax file number

Within 7 days after the Day of Sale, the Purchaser must give the Purchaser's tax file number either to the Vendor's Legal Practitioner or to the Bank. If the Purchaser gives its tax file number to the Bank it must, as soon as it has done so, give the Vendor's Legal Practitioner verification of this from the Bank. The Purchaser must not make any claim on the Vendor's Legal Practitioner for any matter arising out this Special Condition 7.5.

7.6 Entitlement to interest

The interest earned on the Deposit (if any) will belong to the Vendor unless the Purchaser becomes entitled to a refund of the Deposit. If this happens, then, subject to Special Condition 7.5, interest earned on the Deposit (if any) will belong to the Purchaser.

7.7 Stakeholder

Upon registration of the Plan of Subdivision, the Deposit shall be held or invested by the Vendor's Legal Practitioner as stakeholder for the parties and shall thereafter be held or released pursuant to the provisions of the Sale of Land Act.

8. Bank Guarantee

8.1 Application

Notwithstanding anything else in this Contract, if on or before the Day of Sale the Purchaser requests the Vendor's consent for a Bank Guarantee to be provided by the Purchaser in lieu of the payment of the Deposit, then this Special Condition 8 will apply.

8.2 Delivery of Bank Guarantee

If this Special Condition 8 applies, the Purchaser must deliver to the Vendor's Legal Practitioner

within 10 Business Days after the Day of Sale (time being of the essence) a Bank Guarantee for an amount equal to the Deposit.

8.3 Effect of delivery

If the Purchaser complies with Special Condition 8.2, the Purchaser must pay the Deposit to the Vendor's Legal Practitioner on the first to occur of:

- (a) the Settlement Date; or
- (b) any earlier date on which the Vendor rescinds or otherwise terminates this Contract for breach by the Purchaser.

When the Purchaser pays the Deposit, the Vendor will return the Bank Guarantee.

8.4 Failure to deliver Bank Guarantee

If the Purchaser breaches Special Condition 8.2, the Purchaser must pay the Deposit to the Vendor's Legal Practitioner within 12 Business Days after the Day of Sale (time being of the essence).

8.5 Vendor may draw on Bank Guarantee

If the Purchaser breaches Special Condition 8.3, a claim may be made on the Bank Guarantee. If the Vendor exercises its rights under this Special Condition 8.5, the amount paid by the Bank:

- (a) will, to the extent of the payment, be deemed to satisfy the obligations of the Purchaser under Special Condition 8.3; and
- (b) must be paid to the Vendor's Legal Practitioner to be held in accordance with the provisions of the Sale of Land Act unless the Vendor is lawfully entitled to forfeit and retain the Deposit or is entitled to the lawful release of the Deposit.

8.6 Extension of Bank Guarantee

- (a) If the Bank Guarantee expires or will expire on or before the day that is 6 months after the Registration Date, the Purchaser must within 3 Business Days after written request by the Vendor, extend or replace the Bank Guarantee so that it ends at least 6 months after the Registration Date or such other date reasonably required by the Vendor.
- (b) If the Purchaser fails to comply with Special Condition 8.6(a) (time being of the essence), the Vendor will be entitled to terminate this Contract.

8.7 No limitation of Vendor's rights

Nothing in this Special Condition 8 limits the rights of the Vendor if the Purchaser defaults under this Contract.

8.8 Instalment of Deposit

If:

- (a) this Special Condition 8 applies; and
- (b) before delivery of the Bank Guarantee the Purchaser pays an instalment of the Deposit,

the Vendor must, when the Purchaser complies with Special Condition 8.2, procure that the instalment is repaid to the Purchaser. To avoid doubt, the Purchaser acknowledges that the Vendor has not accepted a Bank Guarantee until the Purchaser receives return of the instalment of the Deposit paid by the Purchaser.

9. GST

9.1 Interpretation

In this Special Condition 9:

- (a) words or expressions used in this Special Condition which have a particular meaning in the GST Law have the same meaning, unless the context otherwise requires;
- (b) any reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member;
- (c) any reference to an input tax credit entitlement by a party includes any corresponding input tax credit entitlement by the representative member of any GST group of which that party is a member; and
- (d) if the GST Law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, such part of the supply is to be treated as a separate supply.

9.2 GST Exclusive

Unless otherwise stated, any amount specified in this Contract as the consideration payable for any taxable supply does not include any GST payable in respect of that supply.

9.3 Liability to pay GST

If the Vendor makes a taxable supply under this Contract, then the Purchaser must also pay, in addition to the consideration for that supply, the amount of GST payable in respect of the taxable supply as follows:

- (a) in relation to the supply of the Property, on the earlier of settlement and the date on which a taxable supply of the property occurs; and
- (b) in relation to any other supply, at the time the consideration for the supply is payable.

9.4 Margin Scheme

Provided that the Vendor is eligible, the parties agree that the GST payable on the taxable supply of the Property will be calculated by the Vendor using the Margin Scheme under Division 75 of the GST Law.

9.5 Reimbursement of Expenses

If a third party makes a taxable supply and this Contract requires a party to this Contract (**the payer**) to pay for, reimburse or contribute to (**pay**) any expense or liability incurred by the other party to that third party for that taxable supply, the amount the payer must pay will be the amount of the expense or liability plus the amount of any GST payable in respect thereof but reduced by the amount of any input tax credit to which the other party is entitled in respect of the expense or liability.

9.6 Non Merger

This clause does not merge on settlement and will continue to apply after expiration or termination of this Contract.

10. Duty

10.1 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.

10.2 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.

10.3 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.

10.4 Non Merger

This Special Condition 10 will not merge on the transfer of the Land but will continue to have full force and effect.

11. Plan of Subdivision

11.1 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.

11.2 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.

11.3 Purchaser's Right to rescind

- (a) If the Plan of Subdivision is not registered by the Registrar by the Registration Date then the Purchaser may rescind this Contract by notice in writing to the Vendor.
- (b) A notice under this Special Condition 11.3(a) will have no effect if the Vendor receives it after the Plan of Subdivision is registered.

11.4 Vendor's Right to rescind

- (a) Subject to Special Condition 11.4(b), if the Plan of Subdivision is not registered by the Registrar by the Registration Date then the Vendor may rescind this Contract.
- (b) Before rescinding this Contract, the Vendor give each Purchaser 28 days' written notice ('notice period') setting out:
 - (i) the reason why the Vendor is proposing to rescind this Contract;

- (ii) the reason for the delay in the registration of the plan of subdivision; and
- (iii) that the Purchaser is not obliged to consent to the proposed rescission.
- (c) For the purpose of this Special Condition, the Purchaser will be deemed to have consented to the proposed rescission if no objection is received by the Vendor on or before the end of the notice period

11.5 New section 10F of the Sale of Land Act

- (a) For the purposes of section 10F of the Sale of Land Act, if the Vendor wishes to rescind this Contract:
 - (i) the Vendor is required to give notice of a proposed rescission of this Contract under Special Condition 11.4; and
 - (ii) the Purchaser has the right to consent to the proposed rescission but is not obliged to consent; and
 - (iii) the Vendor has the right to apply to the Supreme Court for an order permitting the Vendor to rescind this Contract; and
 - (iv) the Supreme Court may make an order permitting the rescission of this Contract if satisfied that making the order is just and equitable in all the circumstances.

11.6 Consequences of rescission

If this Contract is rescinded pursuant to Special Condition 11.3 or 11.4:

- (a) the Deposit and any Deposit Interest will be refunded to the Purchaser;
- (b) the Purchaser must not claim any compensation if this Contract is rescinded pursuant to Special Condition 11.3; and
- (c) the right to a refund of the Deposit and any Deposit Interest shall be the sole right of the Purchaser in connection with such rescission.

12. Amendments to Plan of Subdivision

12.1 Vendor may amend Plan of Subdivision

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) comply with any requirement, recommendation or requisition of an Authority or the Registrar; or
- (b) in the opinion of the Vendor (acting reasonably) are required or necessary for the purposes of the Development, which may include:
 - (i) alterations required for the adequate servicing of the Site or any part of it;
 - (ii) creating additional lots; and

- (iii) altering or varying the position or location of any other Lot.

12.2 Vendor to notify Purchaser of amendments

The Vendor will advise the Purchaser in writing of any proposed amendment to the Plan of Subdivision required by the Registrar or requested by the Vendor within 14 days after the receipt of the requirement of the Registrar or the making of the request by the Vendor (as the case may be).

12.3 Purchaser to notify Vendor

The Purchaser must advise the Vendor within 14 days of receipt of the proposed amendments (time being of the essence) whether or not the Purchaser consents to those amendments.

12.4 Acceptance of Plan of Subdivision as registered

The Purchaser agrees to accept the Property described on the Plan of Subdivision as ultimately registered notwithstanding that there may be minor variations or discrepancies between the Lot or Lots hereby sold and the Lot or Lots on the registered Plan of Subdivision.

12.5 Authorised amendments

Without limiting any other provision in this Special Condition 12, the Purchaser acknowledges and agrees that:

- (a) the Vendor may create additional Lots by further subdividing any Lots in any stage of the Plan of Subdivision; and
- (b) if on the Day of Sale the Land is described as more than one Lot, the Vendor may consolidate those lots into one or more titles as the Vendor sees fit (but is not obliged to do so).

12.6 No Objection

The Purchaser agrees not to Object because of:

- (a) any amendment or alteration to the Plan of Subdivision which does not materially affect the Land (as determined by the Law Institute Property Law Dispute Resolution Committee of Victoria); or
- (b) the creation of any additional Lots; or
- (c) the consolidation of any Lot with another Lot or Lots; or
- (d) any alleged misdescription of the Land or deficiency in its area or measurements; or
- (e) any renumbering of stages or Lots on the Plan of Subdivision,

nor will the Purchaser call upon the Vendor to amend title or pay all or any part of the cost of doing so.

12.7 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.

13. Staged Development

13.1 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, 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 the 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) 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.

13.2 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.

13.3 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 13.

13.4 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 13.1(d) and 13.2.

13.5 No Objection

The Purchaser must not Object by reason of:

- (a) any alteration:
 - (i) to the Development (including changes in uses, layouts, facilities and services);
 - (ii) in the number of lots in, or any other stage of, the Development; or
 - (iii) to the number, size, shape or location or permitted use of, or restrictions affecting, any lot in the Plan of Subdivision (other than the Property) or in any future stage or plan of subdivision relating to any other part of the Development;
- (b) any delay in the completion of the Development; or
- (c) the abandonment of the whole or any part of the Development.

13.6 Planning approvals

The Purchaser must not object to or oppose or procure any other person to object to or oppose any application which the Vendor or any person with the authority of the Vendor makes to any planning approval or other approval required to vary the Development or to carry out any part of the Development (including any part of the Development as varied).

13.7 Indemnity

The Purchaser is liable for and indemnifies the Vendor against all claims, damages and costs for which the Vendor may suffer due to a breach of Special Conditions 13.4, 13.5 or 13.6.

13.8 Essential term

- (a) This Special Condition 13 is an essential term of this Contract and does not merge on settlement. The Purchaser must ensure that its related bodies corporate, employees, agents, representatives, nominees, assigns and successors in title comply with this Special Condition 13.
- (b) The Purchaser acknowledges that damages of themselves will not be sufficient remedy for breach by the Purchaser of this Special Condition 13 because the Vendor must be able to specifically enforce the Purchaser's obligations under this Special Condition 13.

14. Encumbrances

14.1 Purchaser buys subject to Encumbrances

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 restrictions on its use or development that are imposed or prescribed by the Laws that apply to it;
 - (iii) all easements and encumbrances affecting the Site including those created or implied by the *Subdivision Act*; and
 - (iv) the rights of the Vendor under Special Condition 14.2; and

- (c) agrees that the matters specified in Special Condition 14.1(b) do not constitute a defect in the Vendor's title to the Property.

The Purchaser must not Object in relation to any matter referred to in this Special Condition 14.1.

14.2 Further encumbrances

The Purchaser acknowledges that the Vendor:

- (a) may create or grant easements, covenants, restrictions and other rights and obligations affecting the whole or any part of the Site;
- (b) may enter into agreements under section 173 of the *Planning and Environment Act 1987* (Vic);
- (c) may grant leases or other occupation rights to third parties over the Site (excluding the Property) including, without limitation, statutory authorities and suppliers of utilities;
- (d) is entitled to require that:
 - (i) the instrument of transfer incorporate a covenant; or
 - (ii) the Purchaser create an easement or other restriction that will burden the Land,if any one or more of these are:
 - (iii) required by any Authority;
 - (iv) required for the certification or registration of the Plan of Subdivision; or
 - (v) 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.

14.3 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.

15. Disclosure of Surface Level Works

15.1 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.

15.2 Existing Fill

The Purchaser:

- (a) 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

- (b) may not Object in respect of anything referred to in Special Condition 15.2(a).

15.3 Subdivisional works

- (a) The Purchaser acknowledges that the Property has been, or is, or will be, in the course of subdivisional works and may be filled, raised, levelled, compacted or cut as disclosed in the Plan of Surface Level Works ("**subdivisional works**").
- (b) The Purchaser acknowledges and agrees that the plans disclosing the subdivisional works are design plans only and are not as built plans and that such plans and subdivisional works may be changed before settlement in accordance with Special Condition 15.4.

15.4 Works

At the Day of Sale:

- (a) if no works affecting the natural surface level of the Lot or any land abutting the Lot which is in the Plan of Subdivision are proposed to be carried out, then Vendor has not given disclosure pursuant to section 9AB(1) of the Sale of Land Act;
- (b) if works affecting the natural surface level of the Lot or any land abutting the Lot which is in the Plan of Subdivision are proposed to be carried out, then the Vendor has given disclosure pursuant to section 9AB(1) of the Sale of Land Act; and
- (c) if such works are proposed after the Day of Sale or if any change occurs to any proposed works, the Vendor will provide disclosure in accordance with section 9AB(2) of the Sale of Land Act as soon as practicable after the details required for disclosure come to the knowledge of the Vendor.

15.5 Benching

- (a) The Purchaser acknowledges and agrees that the Vendor will bench the Lot to the approved building envelope and in accordance with the Plan of Subdivision.
- (b) Nothing in this Special Condition 15.5 requires the Vendor to construct or provide a retaining structure or walls or to take materials off the Property.

15.6 No Objection

Subject to the Sale of Land Act, the Purchaser may not Object in respect of any works affecting the natural surface level of the Property or any land abutting it or any variations or alterations to those works.

15.7 Fill levels

The Purchaser acknowledges and agrees that:

- (a) the Vendor makes no representation or warranty regarding the amount of any:
 - (i) topsoil that has been, or may be, removed from the Property; or
 - (ii) filling and regrading that may be required;
- (b) 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; and
- (c) the Purchaser may not Object in respect of any works that the Purchaser may be required to undertake to or on the Land.
- (d)

15.8 Timing of subdivisional works

The Vendor and its employees, agents and consultants may commence or complete the subdivisional works before and/or after settlement of this Contract.

15.9 Indemnity

The Purchaser is liable for and indemnifies the Vendor against any Claim made by any person in respect of subdivisional works.

15.10 Site Cleaning

The Purchaser acknowledges and agrees that the Vendor is only required to remove rubbish from the Property once prior to Settlement, at a time nominated by the Vendor at its absolute discretion.

16. Caveat

16.1 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.

16.2 Purchaser's acknowledgement

The Purchaser acknowledges that breach of Special Condition 16.1:

- (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.

16.3 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 16.1.

17. Development Works

17.1 Undertaking of Development Works

The Purchaser acknowledges and agrees that to facilitate the progressive development of the Development, the Vendor may undertake further Development Works on other lots after settlement and, 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 those works.

17.2 Acknowledgement

The Purchaser acknowledges and agrees that:

- (a) at the Settlement Date, the construction of the Development Works may not be wholly completed;
- (b) 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 for that

purpose may bring upon the Site any machinery, tools, equipment, vehicles and workmen to facilitate the carrying out of the Development Works;

- (c) the Vendor may continue to cause or permit such works to be carried out after the Settlement Date;
- (d) 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
- (e) 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.

17.3 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.

17.4 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.

17.5 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.

18. Planning and Building Controls

18.1 Disclosure

The Purchaser acknowledges and agrees that:

- (a) the Planning and Building Controls as at the Day of Sale are contained in the Vendor's Statement;
- (b) the Purchaser read the Planning and Building Controls prior to signing this Contract; and
- (c) the Purchaser had an opportunity to receive advice regarding the Planning and Building Controls prior to signing this Contract.

18.2 Restrictions

- (a) The Purchaser covenants and agrees with the Vendor to be bound by, and comply with, the Restrictions.
- (b) The Purchaser must not do anything or allow anything to be done on the Property before registration of the Plan of Subdivision which would not be allowed by the Restrictions.
- (c) If the Purchaser breaches its obligations under Special Condition 18.2(a), the Purchaser grants the Vendor an irrevocable licence to enter the Property and do whatever is required to rectify the Purchaser's breach, and indemnifies the Vendor against all costs and expenses incurred by the Vendor in respect of rectifying such breach.
- (d) The Purchaser acknowledges that where permitted by law to do so, the Vendor can, at its absolute discretion, consent to variation or waiver of the Restrictions for any particular lot on the Plan of Subdivision and that the Purchaser may not Object because of that consent.

18.3 Design Guidelines

- (a) The Purchaser shall comply with the Design Guidelines and acknowledges receipt of a copy of them as referred to in the Restrictions and as attached to the Vendor's Statement forming part of this Contract of Sale.
- (b) The Purchaser acknowledges that the Design Guidelines are current as at the Day of Sale and are accurate for land contained only in the Plan of Subdivision, and that the Vendor reserves the right to amend the Design Guidelines as reasonably necessary from time to time for land contained in the Plan of Subdivision, or for other parts of the Development Land at its absolute discretion.
- (c) If the Vendor amends the Design Guidelines in accordance with Special Condition 18.3(b) the Purchaser must not make any requisition or objection or be entitled to any compensation from the Vendor in respect of any such amendment.
- (d) The Design Essentials will remain in force until the date 10 years from the Settlement Date.
- (e) The expiry of the Design Essentials does not affect any breach of the Design Essentials as at the expiry date.

18.4 Alternative Controls

- (a) The Purchaser acknowledges and agrees that the Vendor can, at any time prior to Settlement, substitute or introduce alternative or additional forms of planning and building controls (including but not limited to memoranda of common provisions and restrictive covenants) to implement and enforce additional controls which are consistent with the

Planning and Building Controls or required by the Planning Documents.

- (b) The Purchaser may not Object because of any such additional controls.

18.5 Variation and Waiver

- (a) The Purchaser acknowledges that where permitted by law to do so, the Vendor can, at its absolute discretion, consent to variation of, or waive, any of the Planning and Building Controls for any particular lot on the Plan of Subdivision.
- (b) The Purchaser may not Object because of any such consent or waiver.

18.6 Purchaser Covenants

The Purchaser:

- (a) acknowledges that the Vendor, being responsible for the Development, has an interest in ensuring the overall quality of the subdivision and the Development;
- (b) covenants with the Vendor to fully observe and comply with the Planning and Building Controls and agrees that the Planning and Building Controls:
 - (i) will not merge on completion of this Contract; and
 - (ii) will bind the Purchaser, their successors-in-title, their heirs, executors, administrators and assigns;
- (c) must comply with, and do all reasonable things (at the expense of the Purchaser) to give effect to the Planning and Building Controls and without limitation, if the Purchaser sells or transfers the Property, the Purchaser must ensure that any contract for sale by the Purchaser as vendor includes a Special Condition in the form of this Special Condition 18 and a copy of the Design Guidelines.

18.7 Conflict in Planning and Building Controls

In the event of any conflict between the Planning and Building Controls, then the same shall be ranked in priority as follows:

- (a) first, the Restrictions;
- (b) second, these Special Conditions; and
- (c) third, the Design Guidelines.

18.8 ResCode

- (a) The Purchaser acknowledges that:
 - (i) ResCode legislation sets standards for building heights, setbacks, access to daylight, overlooking and overshadowing; and
 - (ii) ResCode may apply to development on or in respect of the Property.
- (b) The Purchaser may not Object in respect of any ResCode requirements.

18.9 Bushfire Attack Level

Without limiting any other special condition in this Contract, the Purchaser acknowledges and agrees:

- (a) the Property may be, or is, in a bushfire prone area and that the Purchaser may be required to obtain a bushfire attack level (**BAL**) rating assessment prior to undertaking any works,

including but not limited to construction and renovation works, on the Property;

- (b) unless otherwise stated in the Vendor's Statement, the Vendor gives no warranty and makes no representation as to whether the Property is in a bushfire prone area or as to its BAL rating and the Purchaser must satisfy itself in this regard;
- (c) when undertaking works on the Property, the Purchaser may have to comply with building regulations and standards (including Australian Standard 3959-2009) that regulate construction and renovation works on land in a bushfire prone area;
- (d) that, unless otherwise stated in the Vendor's Statement, no information, representation or warranty was made by the Vendor, the Vendor's Estate Agent (if any) or any other party as to whether the Property is in a bushfire prone area or as to its BAL rating and that:
 - (i) the Purchaser has made or procured its own inspections, investigations, examinations and enquiries in respect of all aspects of whether the Property is in a bushfire prone area and its BAL rating; and
 - (ii) the Purchaser has purchased the Property as a result of the Purchaser's own inspection, investigation, examination or enquiries and in its present condition subject to any requirements if the Property is in a bushfire prone area and its BAL rating;
- (e) that it must not Object in respect of any matter relating to whether the Property is in a bushfire prone area or its BAL rating.

18.10 Vendor Access

The Vendor has the right to access the Property after Settlement on provision of prior written notice to ensure compliance with this Special Condition 18.

19. National Broadband Network and Fibre to the Property

19.1 Purchaser responsible

The Purchaser acknowledges and agrees that:

- (a) the Purchaser is solely responsible for, and must ensure that, any construction and works on the Property including conduits, cabling and housing comply with NBN Co In-Home Wiring Guide so that the Purchaser can connect, on an open-access basis, to a fibre-to-the-premises or other network such as the NBN and the network infrastructure constituting the National Broadband Network (**NBN**) and/or any service provider operating via the NBN, if it chooses to;
- (b) any failure to comply with the NBN Co In-Home Wiring Guide in construction and works on the Property will prevent the Purchaser from connecting to the NBN or will require the Purchaser to incur additional costs in order to connect to the NBN;
- (c) the Vendor is only responsible for, and will enter into an agreement with NBN Co for, the provision of pit and pipe infrastructure on the Site and the Vendor is not responsible for actual connection of the Property to any services through the NBN;
- (d) the Vendor will not, and Telstra or any other telecommunications provider (**Telco**) will not, install or provide any form of copper wiring to the Property; and
- (e) the Purchaser may not Object in respect of any matter referred to in or contemplated by this Special Condition 19.

19.2 No representation or warranty

The Purchaser acknowledges and agrees that:

- (a) the Vendor makes no representations nor gives any warranties in respect of any NBN services offered or supplied to the Property by any Telco or other service provider; and
- (b) the Purchaser must make its own inquiries as to the eligibility criteria, timing, capacity, suitability for intended use and terms and conditions which apply to such services.

19.3 Disclosure of Purchaser's details

The Purchaser agrees that the Vendor may disclose the Purchaser's name, contact details and the Lot in this Contract to NBN Co or any Telco or service provider who offers, or is considering offering, services via the NBN to or at the Property so that NBN Co or the Telco or service provider can provide details of offers for such services to the Purchaser.

20. Environment

20.1 Acknowledgment

The Purchaser acknowledges that:

- (a) the Property may be contaminated; and
- (b) Contaminants may have emanated from the Property in the past.

20.2 Release and indemnity

From the date of actual settlement, the Purchaser:

- (a) will be responsible at its own expense for complying with all Laws, including without limitation, all directions and orders made and policies declared, under Laws, in relation to;
- (b) releases the Vendor and the Vendor's employees, agents and officers from all liability in relation to; and
- (c) indemnifies the Vendor and the Vendor's employees, agents and officers, and will keep them indemnified, against all liability, claims and proceedings in respect of any loss, damage or expense arising from or in any way connected with,

any Contaminant in, on, under or emanating from, or which may have emanated from, the Property, regardless of when the Contaminant may have come onto the Property or emanated from it.

The Vendor need not incur any expense or make any payment to enforce the indemnity in Special Condition 20.2(c).

20.3 No objection

The Purchaser may not Object or require the Vendor to take any action on account of any Contaminants in, on, under or emanating from the Property, any part of the Site or any adjoining land.

21. Fences

21.1 Liability

- (a) The Purchaser may not make any claim against the Vendor for any fencing costs or expenses where the Vendor owns land adjoining the Property.
- (b) The Purchaser acknowledges and agrees that it may not ask the Vendor to contribute towards any fencing costs because the Price in this Contract has already been reduced by an amount assessed by the Vendor to cover the Vendor's estimated expenses in respect of contributions as adjoining proprietor to the costs of fencing to the Property.

- (c) The Purchaser agrees with the Vendor that if before the date of this Contract, the Vendor has received one or more fencing notices from the owner or owners of land adjoining the Property, the Purchaser agrees to pay to the Vendor on the settlement the half share cost set out in each of the fencing notices by way of reimbursement for the contribution which the Vendor will be required to make under the fencing notices.
- (d) The Purchaser, by signing this Contract, agrees that it understands and accepts the provisions of this Special Condition 21.

22. Vendor's Rights

22.1 Completion of the Development

The Vendor may, for the purposes of completion of the Development, after settlement:

- (a) carry out works (including demolition, alterations and repairs) on the Site;
- (b) use, operate, install, repair, maintain, remove, replace and temporarily interrupt services; and
- (c) appoint agents or others to exercise any of the Vendor's rights,

but in doing so, the Vendor must take reasonable steps to minimise interference with the Purchaser's enjoyment and use of the Property.

22.2 Vendor may conduct activities

The Purchaser acknowledges that both before and after the date of actual settlement, the Vendor and the Vendor's employees and agents may:

- (a) conduct selling activities from the Site;
- (b) place and maintain on and outside the Site (excluding the Property) signs in connection with those selling activities; and
- (c) place and maintain on and about the Site an office, suite or facility or both for representatives of the Vendor and their representatives.

22.3 No Objection

The Purchaser may not Object because of anything contemplated by Special Conditions 22.1 or 22.2.

23. Dealings

23.1 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.

23.2 Dealings by the Vendor

- (a) The Purchaser acknowledges and agrees that the Vendor may assign, transfer or otherwise dispose of its rights under this Contract to a third party but that it will remain liable to the Purchaser for the performance of the Vendor's obligations under this Contract.
- (b) The Vendor will notify the Purchaser if it deals with its rights under this Contract pursuant to Special Condition 23.2.
- (c) The Purchaser agrees not to Object if the Vendor deals with its rights under this Contract.

23.3 Mortgages and charges

The Vendor may grant mortgages or charges over the Site or the Land at any time up until settlement.

24. Settlement

24.1 Settlement

Settlement must take place before 5pm on the Settlement Date. If Settlement takes place after 5pm on the Settlement Date, the Purchaser will be deemed to be in default of the Balance until the next Business Day and the Vendor will be entitled to interest on the Balance in accordance with this Contract.

24.2 Charges

- (a) General Condition 7 does not apply to this Contract.
- (b) The Vendor is not required to provide at any time any:
 - (i) release from any secured party releasing a security interest in respect of the Property; or
 - (ii) 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
 - (iii) 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.
- (c) The Purchaser may not Object, or require the Vendor to take any action, in respect of any charge or security interest registered under the *Personal Property Securities Act 2009* (Cth).

25. Adjustment of Outgoings

25.1 No application

General Condition 15 does not apply to this Contract.

25.2 Apportionment

All Outgoings in respect of the Property shall be apportioned between the Vendor and Purchaser as from the Day of Sale.

25.3 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).

25.4 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.

25.5 **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.

25.6 **Apportionment as if paid by the Vendor**

Despite Special Condition 25.5, the Outgoings must be apportioned as if they had been paid by the Vendor.

26. **Nomination**

26.1 **Definitions**

In this Special Condition 26, "**Close Relative**" means:

- (a) a spouse, de facto partner or genuine domestic partner of the Purchaser; and
- (b) the Purchaser's children (including step children), grand-children, brothers, sisters and parents (including parents of the Purchaser's spouse, de facto or genuine domestic partner).

26.2 **Nomination Procedure**

If this Contract states that the Property is sold to the Purchaser "and/or nominee" (or similar words), the Purchaser may only nominate an additional or substitute purchaser ("**Nominee**") where:

- (a) the Nominee is a Close Relative of the Purchaser;
- (b) by giving no less than 14 days' written notice to the Vendor before the Settlement Date (time being of the essence); and
- (c) upon the Purchaser procuring payment at Settlement by the Nominee of the Vendor's reasonable legal costs in respect of the nomination fixed at \$250 plus GST.

26.3 **Late Nomination**

If the Purchaser nominates a Nominee less than 14 days before the Settlement Date, the Purchaser will be in default of this Contract and in order to procure the Vendor's acceptance of the defaulting nomination, the Purchaser must procure the Nominee to pay the Vendor's reasonable legal costs in respect of the default and the nomination fixed at \$500 plus GST (which will be payable at Settlement).

26.4 **Guarantee & 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 and any principal shareholder; 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.

27. **Guarantee and Indemnity**

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.

28. FIRB

28.1 No Approval Required / No Approval Received

The Purchaser warrants to the Vendor that:

- (a) the Purchaser:
 - (i) is not required to provide notice of the entering into of this Contract or the purchase of the Property to the Foreign Investment Review Board (**FIRB**) or any other relevant Authority; and
 - (ii) does not require any consent or approval under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) (**FIRB Act**) or in compliance with the foreign investment policy of the Commonwealth of Australia to enter into this Contract; or
- (b) the Purchaser has obtained any necessary consent or approval from the Foreign Investment Review Board and any other relevant Authority to the purchase of the Property by the Purchaser on the terms and conditions set out in this Contract.

OR

28.2 Approval Required

This Contract is subject to and conditional upon the Purchaser obtaining the approval of FIRB for the purchase of the Property within 45 days of the Day of Sale (**FIRB Approval Date**). The Purchaser must make immediate application for such approval and do everything necessary to obtain it by the FIRB Approval Date. If approval has not been granted by the FIRB Approval Date (through no default of the Purchaser) then the Purchaser may avoid this Contract by giving written notice to the Vendor or the Vendor's Solicitor by the day which is 2 days after the FIRB Approval Date, in which case this Contract will be at an end and the all deposit monies paid by the Purchaser must be refunded without deduction, failing which this contract is otherwise unconditional.

28.3 Indemnity

If the warranty in Special Condition 28.1 is untrue in any respect, or the Purchaser breaches any obligations in this Special Condition, the Purchaser must indemnify the Vendor against any claim, liability, loss, damage, cost or expense arising (directly or indirectly) from or incurred by the Vendor in having relied on this warranty when entering into this Contract or as a result of the breach of an obligation in this Special Condition 28.

28.4 Non merger

This Special Condition 28 will not merge on the transfer of the Land but will continue to have full force and effect.

29. Default

29.1 Specific breaches

If:

- (a) the Purchaser breaches:

- (i) Special Condition 7.2; or
- (ii) Special Condition 27; or

(b) an Insolvency Event occurs,

General Condition 27 will not apply and the Vendor may terminate this Contract by notice in writing to the Purchaser at any time after the breach or the Insolvency Event occurs.

29.2 If Vendor terminates

If the Vendor terminates this Contract under Special Condition 29.1, General Condition 28.4(a) will apply as if this Contract had been terminated by notice under General Condition 28.2.

29.3 Time remains of the essence

The Purchaser's obligation to pay interest under Special Condition 30.1 does not mean that time is not of the essence for the performance of the Purchaser's obligations under this Contract.

29.4 Other rights unaffected

Nothing in this Special Condition 29 limits the rights of the Vendor if the Purchaser defaults under this Contract.

29.5 Land tax

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.

30. Costs of Default

30.1 Interest on Default

- (a) If the Purchaser does not complete this Contract by the Due Date or the Purchaser defaults in payment of any amount due under this Contract then (without prejudice to any other rights, powers or remedies of the Vendor) the Purchaser must pay interest to the Vendor on the Due Date or earlier on demand:
 - (i) calculated daily at a rate of 4% higher than the rate for the time being fixed under the *Penalty Interest Rates Act 1983* (Vic); and
 - (ii) on the amount overdue for the period of the default.
- (b) The Purchaser may not require the Vendor to settle this Contract unless interest payable under this Contract is paid to the Vendor.
- (c) This Special Condition 30 is an essential term of this Contract.

30.2 Payments on Default

If the Vendor gives to the Purchaser a notice of default under this Contract, the default will not be remedied until the last to occur of the following:

- (a) remedy by the Purchaser of the default, or if the default is incapable of remedy, compensation paid to the Vendor to the Vendor's satisfaction; and
- (b) payment by the Purchaser to the Vendor of all expenses incurred by the Vendor as a result of the default including:
 - (i) legal costs and disbursements (calculated on a full indemnity basis) incurred in drawing and giving the notice and any advice;

- (ii) all additional costs incurred by the Vendor including bridging finance, relocation costs, interest, discount on bills and borrowing expenses; and
- (iii) the payment of interest in accordance with this Contract.

30.3 Re-Scheduling Settlement

If the Purchaser fails to settle at the time and place scheduled for settlement (time being of the essence) and settlement is rescheduled, the Purchaser will be in default of this Contract. The Purchaser must pay the Vendor's Legal Practitioner \$250.00 plus GST together with any costs of the Vendor's mortgagee, for each and every rescheduled settlement, such additional amount or amounts to be paid at settlement.

31. Purchaser's indemnity

- 31.1 The Purchaser indemnifies the Vendor against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against the Vendor or which the Vendor may pay, sustain or incur as a direct or indirect result of any one or more of the following:
- (a) breach or non-performance of this Contract by the Purchaser; or
 - (b) breach of warranty under this Contract by the Purchaser.

32. Confidentiality

32.1 Confidentiality

The parties acknowledge that the terms of this Contract and all information exchanged between the parties under this Contract or under negotiations preceding this Contract are confidential. A party must not (without the prior written approval of the other party) disclose such information to any person unless the disclosure is to:

- (a) the extent required by law (which includes the rules of the Australian Securities Exchange); or
- (b) a party's officers, employees, consultants, advisers or financiers as is necessary to enable the parties to perform their obligations under this Contract or to seek professional advice.

32.2 Public Announcements

A party must not make any public announcement, press statement or press release concerning this Contract (other than disclosure to the extent required by law or to be made to the Australian Securities Exchange) without the prior written consent of the other party (which consent must not be unreasonably withheld or delayed).

33. Purchaser as trustee

If the Purchaser enters into this Contract in its capacity as a trustee of any trust ("**Purchaser Trust**") then the Purchaser covenants and warrants to the Vendor that:

- (a) the Purchaser is the only trustee of the Purchaser Trust and no action has been taken or to the best of its knowledge, is proposed to remove it as trustee of the Purchaser Trust;
- (b) the Purchaser will provide a true, correct, up to date and complete copy of the trust deed which discloses all of the terms of the Purchaser Trust to the Vendor not less than 10 Business Days before the Settlement Date;
- (c) the Purchaser is complying in all material respects with the terms of the Purchaser Trust;
- (d) the Purchaser has the power and authority under the terms of the trust deed creating the

Purchaser Trust to enter into and perform this Contract;

- (e) the entry into and performance of this Contract is for the benefit of the beneficiaries of the Purchaser Trust;
- (f) it has a right to be fully indemnified out of the trust assets of the Purchaser Trust in respect of all of its obligations and liabilities incurred by it under this Contract;
- (g) pending Settlement, the Purchaser will not:
 - (i) resign as trustee of the Purchaser Trust or willingly permit any substitute or additional trustee to be appointed;
 - (ii) do anything which effects or facilitates the termination of the Purchaser Trust;
 - (iii) willingly do anything which effects or facilitates the variation of the terms of the Purchaser Trust;
 - (iv) vest or distribute or advance any property of the Purchaser Trust to any beneficiary or sell any of the property of the Purchaser Trust except in the ordinary course; or
 - (v) willingly do anything which effects or facilitates the resettlement of the Purchaser Trust funds.

34. Capacity

The Purchaser warrants to the Vendor that:

- (a) the Purchaser has full legal capacity and power to enter into, exercise its rights and observe its obligations under this Contract;
- (b) the Purchaser has in full force and effect the authorisations necessary to enter into this Contract, exercise its rights and observe its obligations under this Contract and to allow this Contract to be enforced;
- (c) the Purchaser's obligations under this Contract are valid and binding and are enforceable against it in accordance with their terms; and
- (d) this Contract does not contravene the Purchaser's constituent documents (where the Purchaser is incorporated) or any of its obligations or undertakings by which it or any of its assets are bound.

35. Subject to finance

35.1 Application

This Special Condition 35 only applies if the "Loan" section has been completed in the Particulars of Sale.

35.2 Definition

In this Special Condition 35:

- (a) **"Approval Date"** means the approval date specified in the "Loan" of the Particulars of Sale;
- (b) **"Loan"** means a loan for not less than the Loan Amount for the purchase of the Property from a bank licensed to conduct banking business in Australia; and
- (c) **"Loan Amount"** means the loan amount specified in the "Loan" of the Particulars of Sale.

35.3 Purchaser's Obligations

The Purchaser must:

- (a) apply for the Loan before, or within 2 Business Days after, the Day of Sale (time being of the essence);
- (b) do everything reasonably required to obtain approval of the Loan prior to the Approval Date;
- (c) keep the Vendor and the Vendor's Legal Practitioner informed of the progress of the Loan application; and
- (d) if the Loan application is refused or has not been approved on or before the Approval Date, promptly obtain and deliver to the Vendor and the Vendor's Legal Practitioner a copy of the letter signed by its lender stating why the Loan application was refused.

35.4 Non-satisfaction of condition

- (a) If the Loan is not approved on or before the Approval Date (time being of the essence) and the Purchaser is not and has not been in default under this Contract, the Purchaser may end this Contract by giving written notice to the Vendor by 5.00pm on the day after the Approval Date (time being of the essence).
- (b) If the Purchaser validly terminates this Contract under Special Condition 35.4(a):
 - (i) the Vendor will refund the Deposit paid by the Purchaser to the Purchaser; and
 - (ii) neither party shall have any claim against the other except for any antecedent breach of this Contract.

35.5 Waiver

If the Purchaser does not end this Contract within the time specified in Special Condition 35.4(a) (time being of the essence), the Purchaser is taken to have waived this condition.

36. Use and construction as residence

36.1 Use of Land

- (a) The Vendor sells and the Purchaser buys the Land for the purpose of enabling the Purchaser to construct a Residence in accordance with the requirements in this Contract.
- (b) The Purchaser may only use the Land for the purposes of carrying out the Construction and must not and must not allow anyone to use the Property for any other uses, other than as a Residence.

36.2 Purchaser's acknowledgements

The Purchaser acknowledges that:

- (a) the Vendor sells and the Purchaser buys the Land for the purpose of enabling the Purchaser to carry out the Construction on the Land pursuant to Special Condition 37.3(a);
- (b) the Purchaser is responsible for obtaining the Construction Permits in accordance with Special Condition 38;
- (c) despite Special Conditions 36.2(a) and 36.2(b), the Vendor does not warrant that the Land can be used for the Construction or the Construction Permits will be granted by the relevant Authority; and
- (d) the Purchaser may not Object if it is unable to obtain the Construction Permits or undertake

the Construction.

36.3 Restrictive Covenant

The Purchaser acknowledges and agrees that:

- (a) the Vendor may create a restrictive covenant over the Land on such terms as the Vendor deems appropriate in its absolute discretion to provide for the use of the Land to be restricted to that of a Residence in accordance with Special Condition 36.1 (**Restrictive Covenant**); and
- (b) if required by the Vendor, it will ensure that the transfer of land instrument submitted to the Vendor will contain the restrictive covenant on the terms required by the Vendor so that the restrictive covenant will be registered on the title to the Land.

36.4 Purchaser's obligations

The Purchaser must not do or omit to do anything or allow anything to be done or omitted to be done on the Land which would not be allowed by the Restrictions and Restrictive Covenant or which would be in breach of the Restrictions and the Restrictive Covenant.

37. Construction Plans

37.1 In accordance with the Planning and Building Controls

In addition to the Purchaser's obligations under Special Condition 36, the Purchaser acknowledges and agrees and warrants that any form of Construction and works on the Property must be strictly in accordance with the Planning and Building Controls and the Planning Permits.

37.2 Approval of Construction Plans

- (a) The Purchaser must as soon as practicable after the Day of Sale submit all proposed Construction Plans to the Vendor for approval prior to:
 - (i) applying for the Construction Permits; and
 - (ii) commencing Construction.
- (b) For the avoidance of doubt, the Purchaser must not make any application for the Construction Permits or commence Construction until the Vendor has approved the Construction Plans and authorised the application for the Construction Permits and the commencement of Construction.
- (c) The Vendor has the right to:
 - (i) reject and not grant approval at its absolute discretion to any Construction Plans submitted; or
 - (ii) require the Construction Plans to be amended to the Vendor's requirements,

if in the Vendor's reasonable opinion, the Construction of the Residence in accordance with the submitted Construction Plans will contravene this Special Condition 37.
- (d) If the Vendor rejects the Construction Plans or requires the Construction Plans to be amended under Special Condition 37.2(c), the Purchaser must amend and re-submit the Construction Plans to the Vendor for approval and this Special Condition 37.2 will continue to apply until the Construction Plans have been approved by the Vendor.
- (e) The Purchaser must as soon as practicable after request by the Vendor, provide the Vendor with all information and documents requested by the Vendor relating to the progress of the Purchaser's application for the Construction Permits.

- (f) Without limiting the Vendor's rights under this Contract, the Vendor may reject and not grant approval at its absolute discretion to any plans and specifications submitted by or on behalf of the Purchaser if the Vendor forms the view (acting reasonably) that the façade of the proposed dwelling does not comply with the Design Guidelines.

37.3 Notification of Planning and Building Controls

The Purchaser:

- (a) covenants that if the Purchaser applies to a building surveyor or an Authority for a building permit that he or she will advise that building surveyor or Authority of the Planning and Building Controls (and provide copies of such controls) and any other information in any way relevant to construction on the Property; and
- (b) warrants that any form of construction and works on the Property will be strictly in accordance with the Planning and Building Controls.

38. Construction Permits

38.1 Purchaser to apply

The Purchaser must as soon as practicable after obtaining the Vendor's approval to the Construction Permits under Special Condition 37, submit the application for the Construction Permits as approved by the Vendor under Special Condition 37 to the relevant Authorities and do everything necessary to apply for and obtain the Construction Permits.

38.2 Purchaser's obligations

- (a) The Purchaser must not make, allow or permit any amendment to the Construction Permits without the Vendor's approval, which may be withheld or granted in its absolute discretion and if granted, may be subject to any conditions the Vendor sees fit, in its absolute discretion.
- (b) The Purchaser must comply with all the provisions of the Construction Permits and covenants that it will not do or omit to do anything or cause anything to be done or omit to be done which will contravene the Construction Permits.

39. Construction of Residence

39.1 Purchaser to construct

The Purchaser must Construct a Residence on the Land at its own cost and expense:

- (a) in a good workmanlike manner;
- (b) in accordance with the Planning and Building Controls;
- (c) in accordance with the Construction Plans approved in writing by the Vendor; and
- (d) in accordance with all Laws and the requirements of all Authorities.

39.2 Timing

The Purchaser must:

- (a) commence Construction within 24 months from the Settlement Date;
- (b) complete Construction within 12 months from commencement of Construction; and
- (c) complete landscaping in accordance with the Design Guidelines to the front of the Residence within 3 months of the issuance of a Certificate of Occupancy for the Residence,

to the Vendor's satisfaction.

39.3 Inspection

The Vendor may inspect the Land at any time for the purpose of satisfying itself that the Residence as Constructed complies with all requirements of this Contract.

39.4 Breach

- (a) If the Purchaser breaches any provision of this Special Condition 37.3(a), the Purchaser agrees and acknowledges that the Vendor may (but is not obliged to), without prejudice and in addition to any other rights and remedies that the Vendor may have, carry out any works or do anything to remedy the Purchaser's breach at the Purchaser's cost.
- (b) The costs and expenses incurred by the Vendor in remedying any breach of this Special Condition 37.3(a) are a debt due and payable to the Vendor on demand.

40. Option

40.1 To ensure the Purchaser's compliance with Special Conditions 18, 23, 36, 37, 38 and 39 the Purchaser hereby grants the Vendor an irrevocable option ("Option") to purchase the Property from the Purchaser upon the following terms:

- (a) the Option may be exercised by the Vendor only if the Purchaser is in breach of any of Special Conditions 18, 23, 36, 37, 38 and 39;
- (b) the Option may be exercised by the Vendor or the Vendor's nominee at any time after the date the Vendor becomes aware of the Purchaser's breach of Special Conditions 18, 23, 36, 37, 38 and 39;
- (c) the Option must be exercised by the Vendor or the Vendor's nominee by notice in writing;
- (d) if the Vendor or its nominee exercises the Option, the sale price shall be an amount equal to:
 - (i) the Price; plus
 - (ii) the value of any improvements which have been erected on the Lot by the Purchaser as at the date of exercise of the Option, which value shall be assessed by a quantity surveyor appointed for the purpose by the Vendor before the settlement of the contract of sale pursuant to the exercise of the Option; less
 - (iii) the cost of demolishing or removing any improvements deemed by the Vendor (acting reasonably) to be unsatisfactory or in breach of any legislation, the Design Guidelines or the Covenants; less
 - (iv) the cost of restoring the Lot after such demolition or removal;
- (e) if the Option is exercised, the Property shall be deemed to have been purchased on the date of the Option being exercised upon the terms of a Contract prepared by the Vendor and on terms acceptable to the Vendor with settlement to be effected within 60 days from the date of the Contract;
- (f) if the Option is exercised, the Vendor shall be deemed to have been appointed the Purchaser's attorney for the purpose of signing the statutory declaration, transfer of land, statement for goods transferred with residential property and any other document necessary to effect the registration of the transfer to the Vendor; and
- (g) if the Option is exercised, then notwithstanding anything to the contrary in law or anything contained in this Contract, the Purchaser shall pay all costs associated with the sale (save the for the Vendor's Legal Practitioner's costs) including stamp duty and registration fees on the transfer. These costs will be deducted from the purchase price at settlement.

41. Transfer of title

41.1 No sale or transfer

Subject to Special Condition 23, the Purchaser may not sell or transfer title to the Land to any party without the Vendor's prior written consent (which may be given or withheld at the Vendor's absolute discretion) unless the Purchaser has completed Construction of a Residence in accordance with Special Conditions 18 and 37.3(a) and the requirements in this Contract.

41.2 Authorised sale or transfer

The Purchaser may sell or transfer the Land if:

- (a) the Purchaser has completed Construction of a Residence in accordance with Special Conditions 18 and 37.3(a) and the requirements in this Contract;
- (b) the Purchaser has complied with all of the Purchaser's obligations under this Contract to the Vendor's satisfaction (acting reasonably); and
- (c) the Purchaser procures the transferee of the Land to sign a deed on terms acceptable to the Vendor pursuant to which the transferee agrees to comply with all of the obligations in this Contract which remain to be performed at the date of the proposed transfer of the Land.

41.3 No release

The Purchaser will not be released from its obligations under this Contract upon any sale or transfer of the Land.

41.4 Essential term

- (a) This Special Condition 41 is an essential term of this Contract and does not merge on settlement. The Purchaser must ensure that its related bodies corporate, employees, agents, representatives, nominees, assigns and successors in title comply with this Special Condition 41.
- (b) The Purchaser acknowledges that damages of themselves will not be sufficient remedy for breach by the Purchaser of this Special Condition 41 because the Vendor must be able to specifically enforce the Purchaser's obligations under this Special Condition 41.

42. Entire Contract

42.1 Acknowledgment

The Purchaser warrants that except as is provided in this Contract or the Vendor's Statement:

- (a) the Purchaser has not relied on any information, representation or warranty (express or implied) provided or made by or on behalf of the Vendor, the Vendor's Estate Agent or the Vendor's Legal Practitioner, including in relation to:
 - (i) any present use of the Property or any use to which the Property may be put or the fitness of the Property for any lawful purpose;
 - (ii) compliance with any Laws affecting the Property;
 - (iii) any development or subdivision which may be undertaken on or in relation the Property;
 - (iv) the existence or non-existence of any Contamination of the Property;
 - (v) the amenity or neighbourhood in which the Property is located; or

- (vi) any financial return or income that may be derived from the Property;
- (b) no information, representation or warranty (express or implied) provided or made by the Vendor, the Vendor's Estate Agent or the Vendor's Legal Practitioner was provided or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation or warranty has in fact been relied upon;
- (c) the Purchaser relies entirely upon the Purchaser's own inspection of and searches and enquiries in connection with the Property, including in relation to those matters referred in Special Condition 42.1(a);
- (d) to the extent permitted by law, the Vendor is not liable to the Purchaser as a result of or in connection with any information, representation or warranty having been provided or made by or on behalf of the Vendor, the Vendor's Estate Agent or the Vendor's Legal Practitioner; and
- (e) the Purchaser may not make any Claim by reason of any matter, thing or liability arising from:
 - (i) any actual or alleged representation or warranty by any person;
 - (ii) any actual or alleged agreement or understanding not embodied in this Contract; and
 - (iii) any actual or alleged agreement with an owner of an adjoining property,in relation to anything concerning the Property.

42.2 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.

43. Rain Water Tanks

43.1 The Purchaser acknowledges and agrees that:

- (a) the Purchaser is required to install a rain water tank with a minimum capacity of 5000 litres, which will be plumbed from the roof of the dwelling constructed on the Property in accordance with Restriction 1(f) on the Plan; and
- (b) the rain water tank is to be installed on the Property prior to occupation of the dwelling constructed on the Property.

44. Digital Duties Form and SRO Settlement Statement

44.1 Vendor's obligations

The Vendor must:

- (a) complete, or procure the Vendor's Legal Practitioner to complete, those parts of the DDF which are to be completed by the Vendor in respect of the sale of the Property under this Contract (**Vendor DDF**);
- (b) send, or procure the Vendor's Legal Practitioner to send, to the Purchaser's Legal Practitioner (or if none then the Purchaser), the completed Vendor DDF at least 3 Business Days prior to the Due Date; and
- (c) if the Purchaser has complied with Special Condition 44.2(a), sign or approve the DDF prior

to Settlement, unless there is manifest error in which case the Vendor must notify the Purchaser of the error and request the Purchaser to amend it.

44.2 Purchaser's obligations

The Purchaser must:

- (a) complete, or procure the Purchaser's Legal Practitioner to complete, those parts of the DDF which are to be completed by the Purchaser (**Purchaser DDF**) at least 2 Business Days prior to the Due Date;
- (b) sign or approve the DDF at least 2 Business Days prior to the Due Date, unless there is manifest error in which case the Purchaser must promptly notify the Vendor of the error and request the Vendor to amend it;
- (c) make any changes to the DDF requested by the Vendor or the Vendor's Legal Practitioner and sign or approve (or re-sign or re-approve) the amended DDF within 1 Business Day of being requested to do so; and
- (d) prior to Settlement:
 - (i) generate a SRO Settlement Statement in respect of the sale of the Property under this Contract; and
 - (ii) deliver to the Vendor or the Vendor's Legal Practitioner, the SRO Settlement Statement in respect of the sale of the Property under this Contract.

44.3 No Objection

The Purchaser may not Object if the Vendor or the Vendor's Legal Practitioner request amendments to the DDF at any time prior to Settlement.

44.4 Settlement if not an electronic conveyance

- (a) This Special Condition 44.4 only applies if settlement is not conducted electronically in accordance with the Electronic Conveyancing National Law.
- (b) Subject to the Vendor complying with Special Condition 44.1:
 - (i) Settlement is not conditional upon:
 - (A) the Purchaser signing or approving a DDF; or
 - (B) production of an SRO Settlement Statement; and
 - (ii) the Purchaser may not Object if:
 - (A) the DDF is not completed prior to Settlement or at all; or
 - (B) an SRO Settlement Statement is not generated (or able to be generated) prior to Settlement.

44.5 Settlement if an electronic conveyance

- (a) This Special Condition 44.5 only applies if Special Condition 44.4 does not apply.
- (b) Special Condition 44.2 is a fundamental term of this Contract.

- (c) The Purchaser acknowledges and agrees that unless and until the Purchaser complies with Special Condition 44.2, Settlement will not be able to proceed and the Purchaser will be in breach of this Contract.

44.6 General Condition 10.1

The Purchaser acknowledges and agrees that the DDF (other than the Vendor DDF) and the SRO Settlement Statement in respect of the sale of the Property under this Contract are not title documents for the purposes of General Condition 10.1(b)(i) (as that General Condition is amended by Special Condition 2.4).

45. General

45.1 Applicable Law

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

45.2 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.

45.3 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.

45.4 Co-operation

Each party must do anything (including execute any document) to give effect to this Contract and to the transactions contemplated by it, and must ensure that its employees and agents do anything (including execute any document) that the other party may reasonably require to give full effect to this Contract.

45.5 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.

45.6 Indemnities

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.

45.7 Amendment

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

45.8 Notices

- (a) A notice may be served by being sent by fax to the fax number of a party or that party's solicitors specified in this Contract or last notified to the sender.
- (b) A notice may be signed by a party or a party's officer, legal representative or attorney.

- (c) A demand, notice or document will be considered received from a party:
 - (i) if delivered, on delivery;
 - (ii) if sent by pre-paid post, 6 Business Days after posting (if posted within Australia to an address in Australia) or 14 Business Days after posting (if posted to or from a place outside Australia); and
 - (iii) sent by fax, when the transmitting machine produces a written report that the notice has been sent in full.
- (d) If a notice is delivered or received by fax on a day that is not a Business Day or after 5pm on a Business Day, the notice will be considered delivered or received on the next Business Day.

45.9 Attorneys and Authorised Representatives

- (a) Each person who executes this Contract on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.
- (b) Each person who executes this Contract on behalf of a party as that party's authorised representative or agent declares that he or she has authority to do so.

45.10 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.

45.11 Electronic delivery

- (a) This Contract, the Vendor's Statement and the Guarantee and Indemnity will be considered to be validly executed by a party if affixed with an electronic signature, manuscript signature or initials or a typed name of the party or a person, firm or company and its representatives holding the requisite authority to bind the relevant party.
- (b) If this Contract, the Vendor's Statement and/or the Guarantee and Indemnity are signed electronically:
 - (i) the Vendor may at any time request that the Purchaser sign a paper counterpart of this Contract, the Vendor's Statement and/or the Guarantee and Indemnity and return the signed paper counterpart to the Vendor or the Vendor's Solicitors within 7 days of being requested to do so by the Vendor or the Vendor's Solicitors (time being of the essence);
 - (ii) if the Purchaser fails to comply with Special Condition 45.11(a), within 7 days of being requested to do so by the Vendor or the Vendor's Solicitors (time being of the essence), the Purchaser appoints the Vendor as its attorney to sign the paper counterpart version of this Contract, the Vendor's Statement and/or the Guarantee and Indemnity on behalf of the Purchaser;
 - (iii) the Purchaser indemnifies the Vendor in relation to all Claims arising from the Purchaser's breach of this Special Condition 45.11; and
 - (iv) the Purchaser may not Object or make any Claim against the Vendor in relation to the Contract, the Vendor's Statement and/or the Guarantee and Indemnity having been signed electronically.
- (c) 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:

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

45.12 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.

46. Removal of Dumped Rubbish or Debris

46.1 Acknowledgement

The parties acknowledge that (whilst it is unlawful) it is not uncommon for unrelated third parties to dump rubbish or debris on the Site while the affected Land is vacant.

46.2 Vendor to Remove Rubbish or Debris Prior to Settlement

The Vendor agrees that it will remove any rubbish or debris dumped on the Property prior to Settlement.

46.3 Limitation to Rubbish Removal

The Purchaser acknowledges and agrees that the Vendor will only be required to remove rubbish or debris from the Property once prior to Settlement and that any rubbish or debris dumped on the Property after the Vendor's removal of the rubbish or debris will be the sole responsibility of the Purchaser. Further to this, the Purchaser acknowledges and agrees that the Vendor may choose to remove the rubbish or debris from the Property at any time before Settlement and the Purchaser will not Object or make any Claim on the basis that the Vendor removed the rubbish or debris too early and/or failed to mitigate the risk of further rubbish or debris being dumped on the Property prior to Settlement.

46.4 Vendor Not Liable for Contamination

The Vendor is not liable for any Contamination that results from rubbish or debris being dumped on the Property or results from the removal of any rubbish or debris from the Property by the Vendor or its agents.

46.5 Purchaser's Responsibility Post-Settlement

The Purchaser will be responsible for cleaning or removing any rubbish or debris affecting the Property after Settlement.

47. GST Withholding

47.1 Interpretation

In this Special Condition 47, words or expressions that are defined or used in the Withholding Law have the same meaning given to them in the Withholding Law, unless the context suggests otherwise.

47.2 Vendor's Notice

If the Property qualifies as residential premises or potential residential land (and the exceptions in section 14-255(2) of the Withholding Law do not apply), the Vendor will, before the Settlement Date, provide a written notice to the Purchaser stating:

- (a) whether the Purchaser will be required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property; and

- (b) if the Purchaser is required to make a payment referred to in clause 47.2(a):
 - (i) the name and ABN of the Vendor;
 - (ii) the GST Withholding Amount;
 - (iii) when the GST Withholding Amount is required to be paid;
 - (iv) where some or all of the consideration for the supply of the Property is not expressed as an amount of money - the GST inclusive market value of the non-monetary consideration; and
 - (v) any other information required by law.

47.3 Withholding

- (a) This Special Condition 47.3 applies if the Purchaser is required to pay a GST Withholding Amount on the taxable supply of the Property under this Contract.
- (b) For the purposes of General Condition 11, the Vendor irrevocably directs the Purchaser to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner (**GST Cheque**) and:
 - (i) the Purchaser must provide the GST Cheque to the Vendor on or before the Settlement Date; and
 - (ii) on the date of Settlement, or within such further period as may be allowed by the Commissioner, the Vendor must give the GST Cheque to the Commissioner.
- (c) If Settlement is to be conducted through the system operated by Property Exchange Australia Ltd for settlement of conveyancing transactions, the Vendor and the Purchaser will be taken to have complied with Special Condition 47.3(b) if the electronic settlement schedule within the electronic workspace used for Settlement specifies payment of the GST Withholding Amount to the bank account nominated by the Commissioner.

47.4 No Effect on Other Terms

Except as expressly set out in this Special Condition 47, the rights and obligations of the parties under this Contract are unaffected, including (without limitation) any agreement to apply the margin scheme on the supply of the Property.

47.5 Other Information

If the Property qualifies as potential residential land and:

- (a) the Purchaser is registered (within the meaning of the GST Act) and
- (b) the Purchaser acquires the Property for a creditable purpose,

then the Purchaser must give written evidence to the Vendor of these matters, no later than 10 Business Days before the Settlement Date.

48. Electronic Conveyancing

48.1 Interpretation

- (a) This Special Condition 48 has priority over any other special condition to the extent of any inconsistency.

- (b) This Special Condition 48 applies if the Contract specifies or the parties subsequently agree in writing that Settlement and lodgement of the instruments necessary to record the Purchaser as registered proprietor of the Property will be conducted electronically in accordance with the Electronic Conveyancing National Law.

48.2 Settlement cannot proceed electronically

- (a) A party must immediately give written notice to the other parties if that party reasonably believes that Settlement and lodgement of the instruments necessary to record the Purchaser as registered proprietor of the Property can no longer be conducted electronically.
- (b) This Special Condition 48 ceases to apply in the event that a notice is given in accordance with Special Condition 48.2(a).

48.3 Electronic conveyancing subscription

- (a) Each party must:
- (b) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;
- (c) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and
- (d) conduct the transaction in accordance with the Electronic Conveyancing National Law.

48.4 Workspace

- (a) The Vendor must open the electronic workspace as soon as reasonably practicable and invite the Purchaser to the workspace.
- (b) The parties acknowledge and agree that the electronic workspace will be deemed an electronic address for service of notices and for written communications for the purposes of any electronic transactions legislation.
- (c) Where Settlement is to occur in the electronic workspace, the Purchaser acknowledges and agrees that:
 - (i) any bank guarantee provided to secure the payment of the Deposit cannot be exchanged via the electronic workspace; and
 - (ii) if payment of the Deposit is secured by way of a bank guarantee, the Purchaser must deliver to the Vendor a bank cheque in favour of the Vendor's Legal Practitioner for the amount secured by the bank guarantee not less than 10 Business Days before Settlement.

48.5 Electronic Settlements

- (a) Settlement occurs when the electronic workspace records that:
 - (i) the exchange of funds or value between the parties or the financial institutions in accordance with the instructions of the parties has occurred; or
 - (ii) if there is no exchange of funds or value, the documents necessary to enable the Purchaser to become the registered proprietor of the Property have been accepted for electronic lodgement.

48.6 Failed settlements

- (a) In the event that Settlement fails to proceed using the electronic workspace, the parties must do everything reasonably necessary to effect Settlement:

- (i) electronically on the next business day; or
- (ii) if both parties agree, by a non-electronic method as soon as reasonably possible.

48.7 Other matters

- (a) Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover any mistaken payment.
- (b) Before Settlement, the Purchaser must manage all necessary requirements relating to aggregated duty assessment and make the necessary enquiries to confirm that the transaction can proceed in an electronic workspace.
- (c) As soon as practicable after Settlement, the Vendor must:
 - (i) deliver any keys, security devices and codes to the Vendor's Estate Agent;
 - (ii) direct the Vendor's Estate Agent to give the keys to the Purchaser; and
 - (iii) deliver all other physical documents and items (other than the goods sold pursuant to the Contract) to which the Purchaser is entitled at Settlement.
- (d) The Vendor must, no later than 7 days before Settlement, provide the original of any document required to be prepared by the Vendor in accordance with General Condition 6.
- (e) Each party is to bear its own costs in connection with Settlement occurring in the electronic workspace.

49. Community Infrastructure Levy

49.1 Acknowledgement

- (a) The Purchaser acknowledges and agrees that:
 - (i) as a condition of the Planning and Building Controls and Planning Documents, the Purchaser will be required to make a payment to Council as a community infrastructure payment before obtaining any building approval in respect of the Property which as at the Day of Sale is approximately \$1000; and
 - (ii) the Purchaser must, if requested by the Vendor in writing, pay Council the community infrastructure payment when due and payable and if necessary prior to the Settlement Date;
 - (iii) if the Vendor has made payment of the community infrastructure levy to Council then the community infrastructure levy may be adjusted against the Purchaser at Settlement; and
 - (iv) the Purchaser must not make any Claim or Object in respect of any such payment.

DESIGN GUIDELINES



springridge
WALLAN · VICTORIA

REAL QUALITY REAL CHOICE



CONTENTS

01.0	INTRODUCTION	3
02.0	DESIGN	3
03.0	SITING	3
04.0	MATERIALS AND COLOURS	4
05.0	HOUSE SIZE	7
06.0	GARAGES	8
07.0	OVERLOOKING	8
08.0	PLUMBING	8
09.0	LETTER BOXES	8
10.0	SECURITY GRILLES	8
11.0	GARDEN SHEDS, PERGOLAS AND OTHER STRUCTURES	9
12.0	DRIVEWAY	9
13.0	FENCING	9
14.0	SATELLITE DISHES	9
15.0	AIR CONDITIONERS / EVAPORATIVE COOLERS	9
16.0	SOLAR WATER HEATERS AND SOLAR PV PANELS	9
17.0	RAINWATER TANKS	9
18.0	SIGNS	10
19.0	LANDSCAPING	10
20.0	DUAL OCCUPANCY / MULTI UNIT DEVELOPMENT	12
21.0	APPROVAL PROCESS	12

Upon compliance, these plans will be endorsed and constitute formal developer's approval for a Building Permit to be issued. All applications for preliminary review and formal approval must be submitted to: Springridge DRC online at www.springridge.com.au/drc or alternatively drc@springridge.com.au, telephone +61 3 9650 2081

The DRC will endeavor to respond to all applications within 10 business days. (Design Guidelines written March 2021)



01 INTRODUCTION

Springridge have prepared these Guidelines to ensure that the homes built in the estate are of modern designs devoid of undesirable ornamental and historical elements.

A minimum standard of landscaping is prescribed to complement your home and streetscape. The Guidelines also aim to provide additional protection of privacy for each lot. These provisions will ensure added value for your investment in Springridge.

02.0 DESIGN

Springridge encourages a diverse range of contemporary homes. To ensure consistency the following design criteria applies to homes at Springridge:

- Historical reproduction styles, kit and demountable homes will not be permitted.
- Arches, arch windows and doors, applied decorative or ornate moldings must not be used.
- Elevations facing the street must be articulated; in particular double storey designs must avoid large sheer wall panels by varying the setback, use of entry porch, balconies, verandah or pergolas and/or a change in material to create visual interest.
- A facade may be fully clad in face brick at Springridge, however to provide quality articulation the front façade must include a variation of brick colour or pattern, or introduce an alternative material.

ROOF FORM

Differing roof forms are permitted. To allow for different contemporary styles and add variety to the streetscape. Acceptable roof forms for Springridge are:

- A traditional pitched or gable roof. These traditional roof types must have a minimum 450mm eave continued throughout (with exception of the garage). Eaves may be cut back where ResCode clause 54.05-1 natural light requirements to habitable room windows is difficult to be achieved on lots 12.5m wide or less.
- Skillion or mono-pitch. A skillion roof must have a minimum pitch of 15 degrees, however an alternative pitch may be assessed on merit.
- Flat roof that is concealed behind a parapet wall.

PARAPET WALLS

Parapet walls must be continuous and extend around the sides. Parapet walls to the front of a traditional pitched roof will not be permitted.

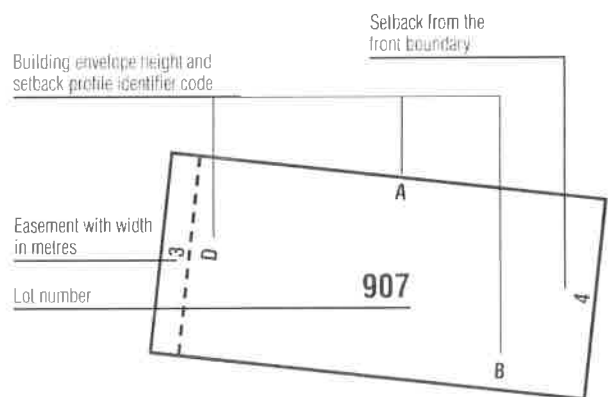
STREETSCAPE VARIATION

To ensure variety along the streetscape no house with the same front façade and front section of roof is permitted within 5 lots of each other on either side of the street.

03.0 SITING

SETBACKS

All minimum setbacks applicable are shown on the Building Envelope plan contained within the Memorandum of Common Provisions (MCP) provided in your contract of sale.



A garage is permitted on one side or rear boundary.

These setbacks do not override existing or future Building Regulations, which must still be adhered to.

SITE EARTHWORKS

To ensure that houses remain a strong feature along the streetscape and are not buried behind excavation, the maximum cut at the front section of a single storey house must not exceed 1.0m.

To provide a cohesive streetscape, the cut or fill located along a side boundary must not exceed 1.0m.

To minimise the earthworks required especially on steeper lots, deepened edge rebate slab designs and split level home designs are encouraged.



04.0 MATERIALS AND COLOURS

GENERAL

To achieve consistency and balance to the streetscape, textures and tones must compliment the natural landscape. Stark contrasting black and white colour schemes are not permitted, and we recommend the variation of softer greys and charcoals instead. The DRC have provided a list of acceptable materials and colours to be used. These colours depict the Springridge palette, however you can choose alternative materials and colours provided they are generally in keeping with the essence of these, for DRC consideration.

EXTERNAL WALLS

The following list of external wall materials and finishes set a benchmark for the Springridge palette. You may choose to use alternative materials and finishes and the DRC will review these in the view that they are of a similar quality response:

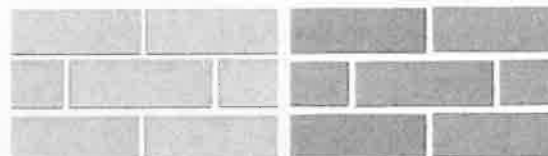
- Rendered, bag and paint, and face brickwork;
- Fibre cement should generally have a flush rendered finish. Exposed joints will be assessed on their merit.
- Weatherboards and metal cladding;
- Render or bag and paint finish must utilise neutral colour toning. Bright and reflective colours will not be permitted on entire facades, however they may be included as small feature elements. Coloured feature elements will be assessed on the merit of blending and complimenting the streetscape without excessive contrast.
- The use of natural stone for feature walls is encouraged.

We recommend that face brick colours be selected from the following tones as a guide of acceptable tones and colours. Similar or equivalent materials from other suppliers may also be submitted for DRC approval.

All other colours will be subject to DRC approval.

Supplier: Boral

Escura Smooth Face



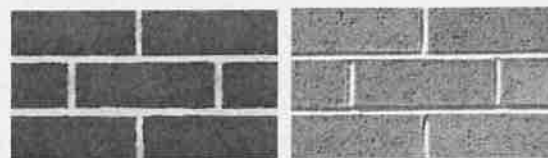
Pearl Grey

Jute



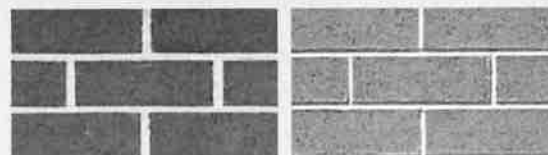
Choc Tan

Nuvo Aspire



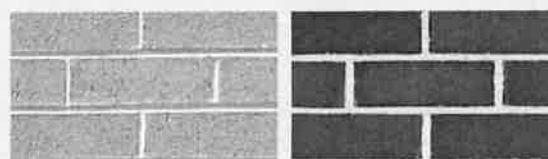
Boulder

Coco



Mangrove

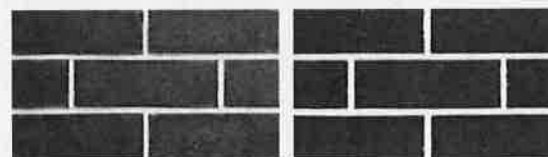
Mist



Moss

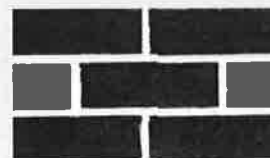
Storm

Nuvo Fusion



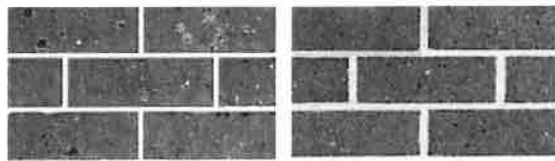
Victorian Blue

Domino



Midnight Hue

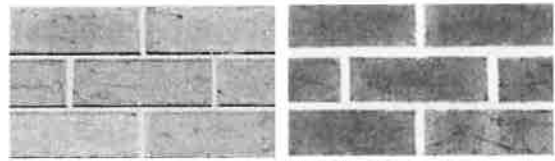
Elan Gallery



Labassa

Glenfern

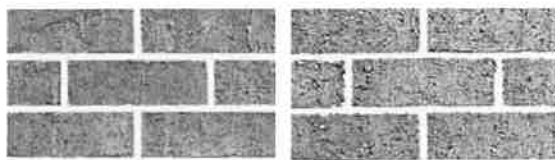
Horizon Riverside



Beaumonde

Brown Terrain

Elan Signature



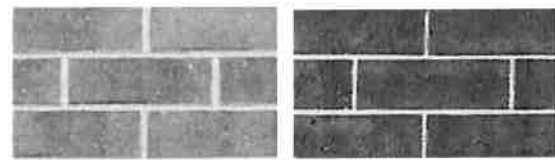
Rouge

Grey Nuance



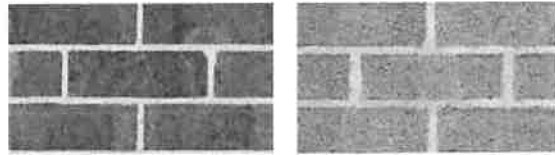
La Mesa

Horizon Naturals



Eldorado

Mocha



Brushwood

Sienna

Woodstock Pioneer



Port Phillip



Argyle



04 0 MATERIALS AND COLOURS

Supplier: Selkirk



Goldfield Haze

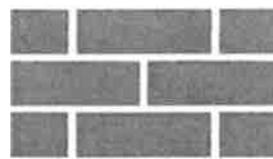


Ironstone

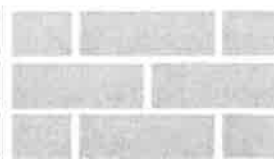


Honeystone

Dynasty



Cognac Illusion



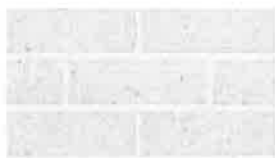
Brushed Leather



Majestic Grey

Supplier: Austral

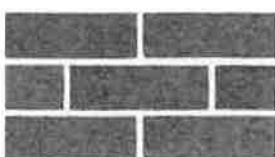
Access



Ash

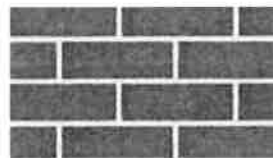


Fawn

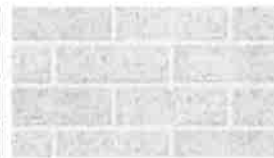


Chestnut

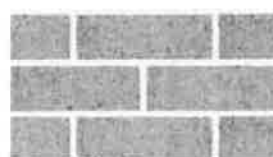
Harvest



Buckwheat



Cotton

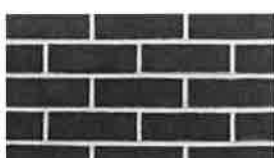


Linseed

Symmetry



Grey



Tah

Homestead



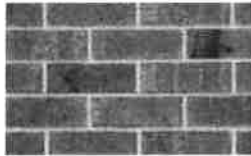
Kilarney



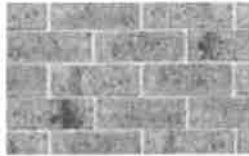
Red



Melbourne 76mm Series



Auburn



Como



Greythorn

ROOF

Springridge permitted roofing materials are:

- Concrete or terracotta tiles and,
- Colorbond metal roofing.
- No red roof tiles will be permitted.
- A colorbond metal roof must not be creme, beige, red or blue in colour or tone.

Flat slate-like roof tile profiles are encouraged.

Roof plumbing must be similar or complimentary in tone.



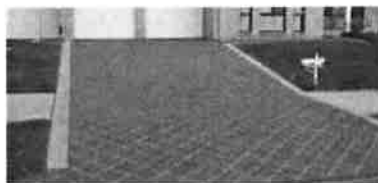
Examples of approved roof colours

WINDOWS

Reflective film or mirrored glass is not permitted.

DRIVEWAYS

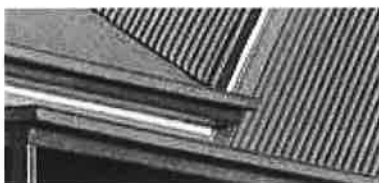
The driveway should be of charcoal coloured concrete or similar. Plain coloured concrete will not be permitted.



Examples of approved driveway colours

OTHER

Fascia, gutters and downpipes should be Woodland Grey or a dark charcoal colour. Otherwise a colour that compliments the home will be assessed on merit.



05.0 HOUSE SIZE

The minimum size of your home is related to your block size. This is covered in the covenant area of your title.

The maximum site coverage is 60% as per ResCode regulations and will form part of the assessment of the DRC.



06.0 GARAGES

Lock up garages must be provided for at least one car.

To avoid the garage dominating the streetscape, garages must be setback 1.0m behind the front wall of the home and a minimum 5.0m from front boundary.

Carports will be assessed on their merit.

Garage door widths (if more than 1 garage door) should be no more than 6.0m in total. Front garage doors are to be of sectional overhead or tilt type design. Roller doors are not permitted to the front elevation. Ranch style garage doors with arched windows will not be permitted.



Examples of approved garage doors



Examples of not approved garage doors

07.0 OVERLOOKING

BLOCKS 18M WIDE AND GREATER

Where there are no houses on the adjoining lots, a degree of overlooking into future residents must still be considered for the privacy of future owners. Generally, all habitable room windows and rear or side facing balconies at first floor level must be screened from overlooking if they are within 6.5m of the boundary.

Obscure film may be used and later removed if it is later determined that there is no overlooking once the adjoining dwelling is completed.

BLOCKS LESS THAN 18M WIDE

Overlooking requirements to be in accordance with ResCode.

08.0 PLUMBING

All plumbing other than downpipes and rainwater goods must be concealed. Plumbing associated with water tanks should be colourbond or painted to match the downpipes.

09.0 LETTER BOXES

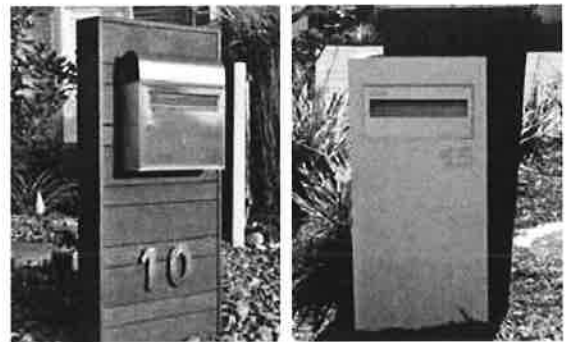
Letterboxes must be DRC approved prior to installation.

Letterboxes must be no larger than 600w x 600d x 1500h and constructed to Australia Post standard. Small metal 'budget' letterboxes are not encouraged.

Letterboxes must be located within your lot boundary.

The design and location of your letterbox must be provided with your landscape plan application. They must be DRC approved prior to installation.

10.0 SECURITY GRILLES AND SHUTTERS



Examples of preferred letter boxes

Security grilles and steel shutters over windows are not permitted. Timber venetian shutters that are located inside the home are acceptable, however timber shutters on the exterior must be approved as part of the design approval prior to their installation.



11.0 STEEL GARDEN SHEDS, PERGOLAS AND OTHER STRUCTURES

A steel garden shed of no more than 10m² in area and no higher than 2.2m is permitted. It must be of colourbond finish to match or compliment the dwelling.

Setbacks and location:

STEEL GARDEN SHEDS

- Steel sheds of the dimensions noted above may be located 1.0m from a side or rear boundary.
- They must not be located in close proximity to the front garden where they will be visible from the streetscape and must be located in the rear garden area.
- Larger shed/workshops will be assessed on their merit at the time of application and will generally need to be constructed with materials and finishes to compliment the house.

PERGOLAS:

- Unroofed pergolas must be setback at least 1.0m from the side and rear boundaries.
- A roofed pergola must be located in the setback.

VERANDAHS AND OTHER STRUCTURES:

Verandahs and other building structures (other than sheds) must be setback at least 1.0m from the side and 2.0m from the rear boundary.

12.0 DRIVEWAY

Only one driveway is permitted. The driveway must be no more than 4m wide at the boundary.

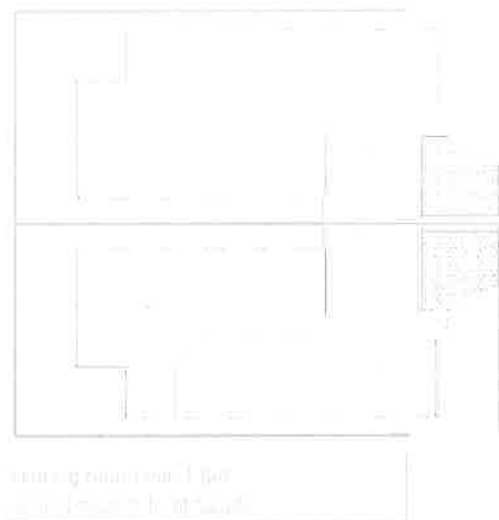
13.0 FENCING

Fencing shall be built in accordance with the requirements specified in the covenants of your title.

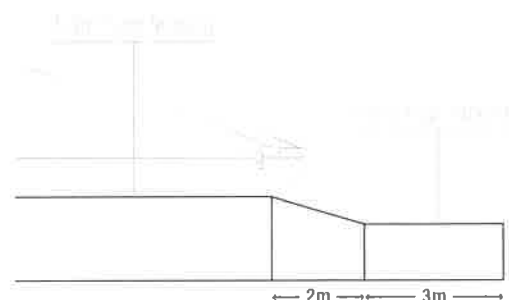
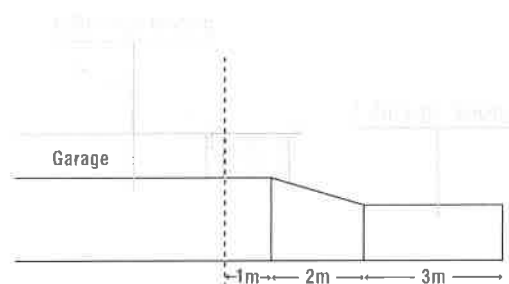


SIDE FENCING

Side boundary fences should not extend forwards of the front facade and should be in alignment with the front fence/gates.



However side fencing is allowed to the front property boundary where the height of a retaining wall between two side abutting lots forward of the front façade is greater than 1.0m.



This fence should be 1.8m high at 5m from the property boundary and taper down to a max height of 1.2m at 3m from the property boundary.

14.0 SATELLITE DISHES

Satellite dishes greater than 1.0m in diameter must be mounted on the ground at the rear of the dwelling.

15.0 AIR CONDITIONERS EVAPORATIVE COOLERS

Roof mounted evaporative coolers must match the colour of the roof and must be mounted no higher than the ridge of the roof.

External condensers of split air conditioning units must be mounted away from public view or be appropriately screened, including their piping and cabling.

Window mounted air conditioning units are not permitted.

16.0 SOLAR WATER HEATERS AND SOLAR PV PANELS

All solar water heaters must have detached storage tanks. Roof mounted storage tanks will not be permitted.

Solar PV panels should be mounted directly on the roof. Solar PV panels mounted on frames will be assessed on their merit.

17.0 RAINWATER TANKS

Rainwater tanks must be located away from direct public view and should be no more than 2.2m high.

To comply with Council requirements, water tank must be plumbed to toilet or laundry. This must be shown on house plans for DRC approval. The capacity must comply with the specifications listed in your covenant of title.

18.0 SIGNS

Builder and tradesperson signs must be no more than 0.5m² each. A maximum of three signs is permitted per lot and must be removed at completion of construction. All other signage must be approved by the Developer.



19.0 LANDSCAPING

STAGE 9 TO 14

A minimum planting and lawn area of 25% of the front areas is required:

This should also incorporate ground cover and a minimum of 1 tree of up to 4m to 5m high.

Native / indigenous trees and ground covers are preferred.

Terracing of the front garden must be dealt with in a site sensitive manner.

A retaining wall at the front boundary should not exceed 1m in height and be separated by a garden bed of at least 1.5m width to the next terrace/retaining wall.

We recommend battering back to the natural ground line from this point back towards the dwelling.

Only natural or black tan bark may be used in garden beds located in public view.

The grassed area of a front garden must not exceed 70% of the soft landscape area.

Nature strips are to be maintained by the individual lot owner.

NORTHERN PLANTATION LAND

All lots abutting "Government Road" along the northern boundary of Springridge Estate include a 10m wide landscape buffer zone. Refer to the indicative map below. This landscape buffer zone is planted and fenced by the Developer in accordance with Council requirements to benefit the owners of these lots. The owner of these lots, and subsequent purchasers, must maintain the landscaping and plantation within this area including:

- The replacement of dead vegetation with the same or substantially the same indigenous species. Refer plant schedule.

- The removal of pest and the control of disease
- The removal of all rubbish

Owners must not:

- Remove trees or plants within the zone
- Perform construction of any type including outbuildings, retaining walls, pools and additional fencing, paving, decks and so on.
- Remove or replace the fencing along the north boundary of these lots with fencing other than the specified Northern Plantation specified wire fencing.
- Provide private access from the property on the north boundary to Government Road via a gate, driveway, crossover or paving.

Owners of these lots wishing to sell their property must ensure that the above requirements and responsibility is passed on to the future owner of the property.

PLANT SCHEDULE

CODE	BOTANICAL NAME	COMMON NAME	MATURE (WxH)	POT SIZE
TREES				
AC	Acacia dealbata	Silver wattle	4m x 6m	Tubestock
AM	Acacia melanoxylon	Blackwood	6m x 20m	Tubestock
CS	Casuarina stricta	Drooping she-oak	4m x 10m	Tubestock
EC	Eucalyptus camaldulensis	River red gum	12m x 30m	Tubestock
EL	Eucalyptus leucoxylon	Yellow gum	10m x 20m	Tubestock
EM	Eucalyptus melliodora	Yellow box	15m x 30m	Tubestock
EA	Eucalyptus microcarpa	Grey box	12m x 25m	Tubestock
SHRUBS				
AA	Acacia acinacea	Gold-dust wattle	2m x 5m	Tubestock
AP	Acacia paradoxa	Hedge wattle	2m x 4m	Tubestock
AY	Acacia pycnantha	Golden wattle	3m x 5m	Tubestock
BM	Banksia marginata	Silver banksia	5m x 7m	Tubestock
BS	Bursaria spinose	Sweet bursaria	3m x 6m	Tubestock
HS	Hakea sericea	Silky Hakea	2m x 4m	Tubestock



Note: the plant mix has been randomly planted at a general rate of 1.1m/2





20.0 DUAL OCCUPANCY / MULTI UNIT DEVELOPMENT

To encourage diversity in dwelling types at Springridge, some lots have been identified for Dual Occupancy or Multi Unit Development, subject to planning approval from the Shire of Mitchell.

Designated lots are those that do not have single dwelling restrictions in their title.

Multi unit development or lot sizes under 300m² requires approval from both the DRC and the Shire of Mitchell. Generally, ResCode provisions take precedent but the design intent of these guidelines must also be adhered to for approval by the DRC.

21.0 APPROVAL PROCESS

You must electronically submit drawings to the DRC for review and approval.

DESIGN REVIEW AND FORMAL APPROVAL

A full package of drawings is required for a formal design review. Send the following information via email to the DRC in pdf format (A3 for drawings and A4 for written documents). The DRC will assess your package against the Design Guidelines and upon compliance provide you with written confirmation and a return set of your plans stamped approved.

List of documents required for lodging your application:

1:200 site plan- show:

- Note site levels/contours, cut and fill areas
- Services and solar panels, satellite dish
- Rainwater tank (including capacity)
- Driveway and paving
- Retaining walls (note their height and material)
- Fencing
- Outbuilding, pergola and shed

1:100 floor plan- fully dimensioned and with FFL's noted

1:100 elevations- show:

- Natural ground line
- Note the external materials
- Show the solar panels, services and A/C or Evaporative cooling unit

1:100 sections – show:

- Natural ground line
- Proposed retaining walls
- Denote the maximum building height

External materials and colours schedule for the following:

- Wall finishes
- Roof, gutters and downpipes
- Windows and doors
- Rainwater tank (including capacity)
- Garage door
- Driveway

1:200 Landscape Plan- show:

- Water tank
- Retaining walls
- Plants (shrubs, trees, garden beds and grass areas)
- Letterbox design and location
- Driveway and paving
- Clothes line
- Screening
- Outbuilding/shed/pergolas etc
- Provide a plant schedule/ table noting plant species, pot sizes and the number of each plant type.



Upon compliance, these plans will be endorsed and constitute formal developer's approval for a Building Permit to be issued. All applications for preliminary review and formal approval must be submitted to: Springridge DRC online at www.springridge.com.au/drc or alternatively drc@springridge.com.au, telephone +61 3 9650 2081

The DRC will endeavor to respond to all applications within 10 business days. (Design Guidelines written March 2021)

Sargeants - Wallan

Conveyancing and Property Transfer Specialists
PO Box 542 Wallan Vic 3756
Tel: 03 5783-1655 Fax: 03 5783-1755

VENDOR STATEMENT

VENDOR: Liam Patrick Fradley and Ashling Christina Fradley

STREET ADDRESS 3 Sage Avenue WALLAN VIC 3756

LAND BEING SOLD The land which is presently fenced and/or occupied by the Vendor and contained only within the land described in Certificate of Title
VOLUME 12474 FOLIO 297

IMPORTANT NOTICES TO PURCHASER

The vendor makes this statement in respect of the land in accordance with Section 32 of the *Sale of Land Act* 1962. The statement must be signed by the vendor either personally or by his electronic signature.

FINANCIAL MATTERS

Particulars of any rates, taxes, charges or other similar outgoings (and any interest on them) including any water usage, sewerage disposal charges or other charges based on a user pay system.

- (a) Their total does not exceed **\$5,500.00**
- (b) 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 the above amount.
- (c) Particulars of any charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under that charge are as follows:- **NOT APPLICABLE**

INSURANCE

Damage or Destruction

The property remains at the risk of the vendor until the purchaser becomes entitled to possession or receipt of the rents and profits.

Owner Builder

Where there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act* 1993 applies to the residence.

NOT APPLICABLE

LAND USE - RESTRICTIONS

Information concerning any easement, covenant or other similar restriction affecting the land (registered or unregistered)

- (a) Easements affecting the land - as set out in the documents attached (if any)
- (b) Covenants affecting the land - as set out in the documents attached (if any)
- (c) Leases affecting the land - as set out in the documents attached (if any)
- (d) Other similar restrictions affecting the land - as set out in the documents attached (if any)

Particulars of any existing failure to comply with the terms of any Easement, Covenant, Lease or other similar restriction are :-

NONE TO THE VENDORS KNOWLEDGE

However please note that underground electricity cables, water and gas pipes, sewers or drains may be laid outside registered easements.

ROAD ACCESS

There is access to the property by road

BUSHFIRE - PRONE AREA

- (1) The property is in a bushfire prone area within the meaning of the Regulations made under the *Building Act 1993* unless the attached Bushfire Prone Area Report states otherwise.
- (2) If the property is in a designated bushfire prone area the designation will be shown on the attached Bushfire Prone Area Report and special bushfire construction requirements, Planning provisions and Country Fire Authority requirements may apply. However you should conduct your own due diligence by searching the Victorian Government's Land Channel website.

PLANNING AND ROAD ACCESS - Information concerning any planning instrument -

- (a) Name of planning scheme is : **Mitchell Shire Council Planning Scheme**
- (b) The name of the responsible authority is: **Mitchell Shire Council**
- (c) The zoning of the land is: **General Residential Zone – Schedule 1 (GRZ1)**
- (d) The name of any planning overlay affecting the land: **Development Plan Overlay – Schedule 8 (DPO8)**

Areas of Aboriginal Cultural Heritage Sensitivity: All or part of this property is an 'area of cultural heritage sensitivity'.

The planning instrument does not prohibit the construction of a dwelling house on the land.

Overlays - Landslip - Vegetation - Mining - or other General information - **AS ATTACHED** (if any)

The Land may have been declared by a relevant authority to be in an area which is liable to flooding, mine subsidence, land slip or pest infestation.

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

- (a) Any notice affecting the Owners Corporation and any liabilities (whether contingent, proposed or otherwise) where the property is in a subdivision that includes common property including any relating to the undertaking of repairs to the property
- (b) Any Quarantine or stock order imposed under the Stock Disease Act 1968 (whether or not the Quarantine Order is still in force)
- (c) **Agricultural chemicals**
Particulars of any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes and any land use restriction notice given in relation to the land under the Agricultural and Veterinary Chemicals Act 1992.
- (d) Particulars of any mining licence granted under the Mineral Resources Development Act 1990.
- (e) **Compulsory acquisition**
Particulars of any notice of intention to acquire served pursuant to Section 6 of the *Land Acquisition and Compensation Act 1986*.
- (f) Notice issued by the Environment Protection Authority
- (g) Any notice or order pursuant to the Domestic Building Contracts and Tribunal Act 1995

NONE TO THE VENDORS KNOWLEDGE save as disclosed herein or in any Owners Corporation Certificate.
The land is in a Municipal District specified by the Minister administering the Mineral Resources (Sustainable Development) Act 1990.
Particulars of any Mining Licences affecting the land are as follows :- **NOT APPLICABLE**

BUILDING APPROVALS

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

NO SUCH BUILDING PERMIT HAS BEEN ISSUED TO THE VENDORS KNOWLEDGE

OWNERS CORPORATION

If the land is in a subdivision that has common property and there is thereby an owners corporation within the meaning of the Owners Corporation Act 2006 then included herewith (if they are relevant or available) is a copy of :-

- (a) A current Owners Corporation Certificate issued in respect of the land being sold;
- (b) The Owners Corporation Rules;
- (c) The Minutes of the most recent annual general meeting of the Owners Corporation and all resolutions made at that meeting;
- (d) The most recent accounts and balance sheet of the Owners Corporation and
- (e) A Statement of advice and information for prospective purchasers and lot owners.

NOTE - Not all Owners Corporations carry out all functions so therefore some documents may not be in existence.

GROWTH AREA INFRASTRUCTURE CONTRIBUTION **NOT APPLICABLE**

SERVICES - Information concerning the supply of the following services -

THE FOLLOWING SERVICES ARE NOT CONNECTED

electricity supply
gas supply
water supply
sewerage
telephone services

THE FOLLOWING SERVICES ARE CONNECTED

nil

Connected indicates that the service is provided by an authority and operating on the day of sale. The purchaser should be aware that the vendor may terminate their account with the service provider before the settlement and the purchaser will have to pay to have the service reconnected.

TITLE

Attached are copies of the following documents:

Registered Title

A Register Search Statement

The document or part of the document referred to as the "diagram location" in that statement which identifies the land and its location.

DISCLOSURE OF ENERGY EFFICIENCY INFORMATION
NOT APPLICABLE

DATE OF THIS STATEMENT

2023

Signature of Vendor

.....

I agree that this Section 32 Statement and the documents herewith (including the Register Search Statement) must be updated at the expiration of six calendar months from the date of the Register Search Statement herewith. I will not hold Sargeants responsible if the Vendors Statement is not so updated or if it is used by any Real Estate Agent other than the one to whom it is first forwarded to by Sargeants.

I confirm that this statement has been printed solely in accordance with my instructions and from the information and documents provided or approved by me and are true and correct. I undertake that I will exercise all possible diligence and provide full and honest disclosure of all relevant information of which I am aware or might reasonably be expected to be aware of. I am aware that Sargeants have only been retained to fill up this document in accordance with my said instructions and the information and documents provided or approved by me. I certify that I am not aware of :- (a) any variation between the land occupied by me and the land described in the Certificate/s of Title. (b) any registered or unregistered encumbrances not disclosed in this document. (c) any failure to obtain any necessary planning, building or other permits. (d) the property being affected by any environmental, Landslip, mining, flooding, fill, latent defects, bushfire attack or historical significance issues. (e) any contingent or proposed liabilities affecting any Owners Corporation including any relating to the undertaking of repairs to the property. (f) my occupation of any adjacent land which is not contained in the land being sold. (g) any buildings erected over any easements (h) any rights over any other land (i.e. a roadway or walkway) other than those disclosed herein and (h) any proposal in relation to any other land which may directly and currently affect the property being sold.

I acknowledge that I have read the statement, all the documents and the representations and warranties given by me in lieu of requisitions and I accept sole responsibility for the accuracy of all the information and documents and for providing or omitting all or any of the information, conditions, Titles, notices or documents including, but without limiting the generality of the forgoing, any information, conditions, Titles or documents required or that later may be deemed to be required by Section 32 of the Sale of Land Act 1996 as amended and/or any other Act or regulation.

INSURANCE

I the vendor undertake to keep the property and all improvements thereon and therein, fully insured for their full replacement value (new for old) until the final settlement of any sale of the property.

PURCHASER'S ACKNOWLEDGMENTS

The purchaser hereby acknowledges being given this statement signed by the vendor with all the attached documents and a **DUE DILIGENCE CHECKLIST** before the purchaser signed the contract

DATE OF ACKNOWLEDGMENT

2023

Signature of Purchaser

.....

NOTICE The vendor gives notice to the purchaser that in the event that the purchaser fails to complete the purchase of the property on the due date specified in the contract between the vendor and the purchaser ("the contract") for the payment of the residue as defined in the contract ("the due date") or any other date for the payment of the residue, which date shall be deemed to be the due date, as a result of the alteration of the due date as specified in the contract, the vendor will or may suffer the following **reasonably foreseeable losses** and expenses which the purchaser shall be required to pay to the vendor in addition to any interest payable in accordance with the terms of the contract.

- (a) All costs associated with obtaining bridging finance to complete the vendor's purchase of another property or business and interest charged on such bridging finance;
- (b) Interest payable by the vendor under any existing mortgage over the property sold, calculated from the due date;
- (c) Accommodation and additional storage and removal expenses necessarily incurred by the vendor;
- (d) Costs and expenses as between vendor's conveyancer and/or solicitor and the vendor.
- (e) Penalties, interest or charges payable by the vendor to any third party as a result of any delay in the completion of the vendor's purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property.
- (f) all commissions, fees and advertising expenses payable to the vendor's Real Estate Agent.



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

Page 1 of 2

VOLUME 12474 FOLIO 297

Security no : 124107176815Q
Produced 27/06/2023 01:43 PM

LAND DESCRIPTION

Lot 942 on Plan of Subdivision 831896P.
PARENT TITLE Volume 12252 Folio 486
Created by instrument PS831896P 18/05/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
LIAM PATRICK FRADLEY
ASHLING CHRISTINA FRADLEY both of 36 CRAIG PARRY DRIVE WALLAN VIC 3756
AW970430X 23/06/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW970431V 23/06/2023
FUNDING PTY LTD

COVENANT PS831896P 18/05/2023
Expiry Date 18/05/2038

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.

STATEMENT Section 110 Planning and Environment Act 1987
ROADS CORPORATION
AG432820B 01/04/2009

AGREEMENT Section 173 Planning and Environment Act 1987
AH865185B 29/03/2011

AGREEMENT Section 173 Planning and Environment Act 1987
AH931401G 05/05/2011

DIAGRAM LOCATION

SEE PS831896P FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	PLAN OF SUBDIVISION	STATUS	DATE
PS831896P (B)	PLAN OF SUBDIVISION	Registered	18/05/2023
AW853723L (E)	TRANSFER CONTROL OF ECT	Completed	23/05/2023
AW970429G (E)	DISCHARGE OF MORTGAGE	Registered	23/06/2023
AW970430X (E)	TRANSFER	Registered	23/06/2023
AW970431V (E)	MORTGAGE	Registered	23/06/2023

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

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

Street Address: 3 SAGE AVENUE WALLAN VIC 3756



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

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

Page 2 of 2

ADMINISTRATIVE NOTICES

NIL

eCT Control 17125H GADENS LAWYERS
Effective from 23/06/2023

DOCUMENT END



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AG432820B



**Statement of Compensation Paid
Section 110(2) Planning and Environment Act 1989**

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Lodged at the Office of Titles by:

Name: Garland Hawthorn Brahe
Phone: 9629 5551
Address: Level 20, 31 Queen Street, Melbourne
Ref: MJ:613239
Customer Code: 841Y

The Applicant having paid compensation to the Owners or Occupiers requests that a recording of this Statement be made in the Register for the land.

Land for which compensation has been paid:
Certificate of Title Volume 10957 Folio 862

Applicant: Roads Corporation of 80 Denmark Street Kew Victoria 3101

Owners or Occupiers:
Buey Buey Ngiam, Swe Chin Yu, Zanfam Pty Ltd, K H Leong
Pty Ltd and Golden Hill Development Pty Ltd of 15
Woodlawn Street Richmond 3121

Details of Compensation:
Pursuant to a Deed of Release dated 6 November 2008

Amount paid: \$2,800,000

Reason for compensation:
Financial Loss due to refusal to grant a permit

Section and Act under which compensation paid:
Section 98(2) of the Planning and Environment Act 1989

Signature for Applicant:

Name of Officer: Alan Bull

Date: 19 March 2009



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29/03/2011 \$105.20 173



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maintaining publicly searchable
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Victorian Land Registry.

**Application by a responsible authority for the
making of a recording of an agreement
Section 181 Planning and Environment Act 1987**

Form 18

Lodged by:

Name: Russell Kennedy Solicitors
Phone: 9609 1555
Address: Level 12, 469 La Trobe Street, Melbourne 3000
Ref: SLW 120940-01774
Customer Code: 1513M

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: *(Insert volume and folio reference) (if part only, define the part)*

Part of volume 10957 folio 862 now being Lot B on PS547624J the whole of the land contained in certificate of title volume 11225 folio 719

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

Mitchell Shire Council of 113 High Street, Broadford, 3658

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:

DAVID BLORE, ACTING GENERAL MANAGER
PLANNING & ENVIRONMENT

Date:

25 MARCH 2011

RUSSELL KENNEDY
MEMBER OF THE KENNEDY STRANG LEGAL GROUP

AH865185B

29/03/2011 \$105.20 173



MITCHELL SHIRE COUNCIL

and

PRETTY SALLY HOLDINGS PTY LTD

ZANFAM PTY LTD

GOLDEN HILL DEVELOPMENT PTY LTD

K. H. LEONG NOMINEES PTY LTD

SWE CHIN YU

BUEY BUEY NGIAM

TRC (AUST) PTY LTD

and

ROADS CORPORATION

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

**SPRINGRIDGE ESTATE – VICROADS
AGREEMENT**

LEVEL 12
469 LA TROBE STREET
MELBOURNE VIC 3000

PO BOX 5146AA
MELBOURNE VIC 3001
DX 494 MELBOURNE

P. +61 3 9609 1555
F. +61 3 9609 1600

www.rk.com.au

AH865185B

29/03/2011 \$105.20 173



TABLE OF CONTENTS

1 **DEFINITIONS..... 2**

2 **COMMENCEMENT 3**

3 **TERMINATION OF AGREEMENT 4**

4 **OWNERS' AND DEVELOPER'S COVENANTS 4**

5 **FURTHER COVENANTS OF THE OWNERS AND DEVELOPER..... 5**

6 **GOODS AND SERVICES TAX 7**

7 **GENERAL..... 7**

8 **NOTICES 8**

9 **INTERPRETATION 8**

SCHEDULE 1 13

AH865185B

29/03/2011 \$105.20 173



THIS AGREEMENT is made on 27th January 2011

2010

PARTIES

- 1 **Mitchell Shire Council**
of 113 High Street, Broadford, Victoria 3658
("Council")
- 2 **Zanfam Pty Ltd**
ACN 005 638 746
of 460 Lower Heidelberg Road, Heidelberg, Victoria 3084

Golden Hill Development Pty Ltd
ACN 085 806 828
of 460 Lower Heidelberg Road, Heidelberg, Victoria 3084

K H Leong Nominees Pty Ltd
ACN 086 754 672
of 460 Lower Heidelberg Road, Heidelberg, Victoria 3084

Swe Chin Yu
of 20 Sydney Street, Kilmore, Victoria 3764

Buey Buey Ngiam
of 20 Sydney Street, Kilmore, Victoria 3764

TRC (AUST) Pty Ltd
ACN 137 500 611
of 1/460 Lower Heidelberg Road, Heidelberg Victoria 3084

("Owners")
- 3 **Pretty Sally Holdings Pty Ltd**
ACN 111 744 382
of 20 Sydney Street, Kilmore, Victoria 3764

("Developer")
- 4 **Roads Corporation**
of 80 Denmark Street, Kew, 3101

("VicRoads")

RECITALS / BACKGROUND

- A The Owners are the registered proprietors of the Land.
- B The Owners and Developer are undertaking the Development.
- C Council is the responsible authority pursuant to the Act for the Scheme.
- D VicRoads has particular requirements in relation to the Development.
- E The Owners, the Developer, Council and VicRoads have agreed to enter into this Agreement in order to:



- detail the requirements of VicRoads;
- define the requirements of VicRoads in respect of the Development both current and future;
- set out the basis for securing compliance with the VicRoads' requirements.

F As at the date of this Agreement, the Land is encumbered by Mortgage No. AD968369B in favour of the Mortgagee. The Mortgagee has consented to the Owners entering into this Agreement with respect to the Land.

G This Agreement is made under Division 2 of Part 9 of the Act and as a Deed of Agreement at common law.

THE PARTIES AGREE THAT:

1 DEFINITIONS

In this Agreement:

- 1.1 **"Act"** means the *Planning and Environment Act 1987*.
- 1.2 **"Agreement"** means this deed, including the recitals and any annexures to this deed.
- 1.3 **"Business Day"** means Monday to Friday excluding public holidays in Victoria.
- 1.4 **"Detailed Design Plans"** means:
 - drawings numbered 35340/2 Revision F Sheets 1 to 22 (inclusive) prepared by Watson's Pty Ltd ("Watson's Drawings") and
 - a covering letter from VicRoads to Watson's Pty Ltd dated 31 March 2010 specifying required modifications to the Watson's Drawings.
- 1.5 **"Developer"** means Pretty Sally Holdings Pty Ltd, or any other entity which may be substituted as the Developer in accordance with this Agreement.
- 1.6 **"Development"** means the development of the Land as the balance of the Springridge Estate generally in accordance with the Development Plan.
- 1.7 **"Development Plan"** means the various plans and documents approved by the Council to meet the requirements of the Development Plan Overlay Schedule 8 in the Scheme including:
 - 1.7.1 as amended by the plan and documents prepared by Taylor Development Strategists approved by Council on 26 March 2007; and
 - 1.7.2 still incorporating:
 - (a) Traffic Impact Report prepared by Ratio Consultants Pty Ltd dated December 2004;
 - (b) Landscape Design Guidelines prepared by Hansen Partnership Pty Ltd dated December 2004;



- (c) Arboricultural Report prepared by Homewood Consulting Services dated 5 December 2004;
- (d) Report on Erosion Issues prepared by Banon Consultants dated November 2004;
- (e) Soil and Water Report prepared by Banon Consultants dated November 2004; and
- (f) Native Grasses Report prepared by Homewood Consulting Services dated 4 December 2004;

PROVIDED the Development Plan approved for the purposes of the Development may be amended from time to time, by the Council in accordance with the Scheme.

- 1.8 **"GST Act"** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended).
- 1.9 **"GST"** means the goods and services tax as defined in the *GST Act*.
- 1.10 **"Input Tax Credit"** in relation to a supply, means a credit under the *GST Act* for the GST payable by the recipient in respect of the supply.
- 1.11 **"Intersection Works"** means the works (including traffic lights) required at the intersection of the Northern Highway and Darraweit Road, in respect of which this Development shall be partially responsible, as detailed in this Agreement.
- 1.12 **"Land"** means the land (in the Development) described as Lot B on the proposed plan of subdivision prepared by Watsons Urban Development Consultants and Managers dated 1 April 2009 (Ref 35340/Stg 2) Version 7 marked "A" attached to this Agreement at Schedule 1 being part of the land in certificate of title volume 10957 folio 862.
- 1.13 **"Owners"** means the owner or owners from time to time, of the Land or parts of the Land.
- 1.14 **"Plan of Subdivision"** means any Plan of Subdivision registered during the Development, which will include any staged Plan of Subdivision and may, or may not equate to a Stage of the Development.
- 1.15 **"Scheme"** means the Mitchell Planning Scheme or any other planning scheme which applies to the Land from time to time.
- 1.16 **"Stage"** means a stage of the Development from Stage 1 to Stage 14 as shown on the Development Plan.
- 1.17 **"Tax Invoice"** in relation to a supply, means an invoice for the supply required by the *GST Act* to support a claim by the recipient for an Input Tax Credit for the GST on the supply.

2 COMMENCEMENT

This Agreement comes into force on the date it was made, namely upon execution by the Owners, Developer, the Council and VicRoads.

AH865185B



4

3 TERMINATION OF AGREEMENT

This Agreement ends when the Owners and Developer have complied with their obligations under this Agreement or earlier by mutual agreement by all of the parties.

4 OWNERS' AND DEVELOPER'S COVENANTS

4.1 Intersection Works – Northern Highway and Darraweit Road

The Owners and Developer must contribute to the cost of the intersection works required at the intersection of the Northern Highway and Darraweit Road, such contribution calculated, secured and payable as follows:

- 4.1.1 The amount of the contribution is \$430,000.00;
- 4.1.2 The Owners and Developer have requested and the Council has agreed to facilitate or provide a mechanism for securing this payment to VicRoads, in the form of an agreement by Council to make that \$430,000.00 contribution if that becomes necessary. This arrangement between the Owners/Developer and the Council is and must continue to be secured by a Bank Guarantee for \$430,000.00 from the Owner and Developer in favour of the Council;
- 4.1.3 The Owners and Developer must pay the \$430,000.00 to VicRoads by the earlier of 30 June 2010 or upon demand by VicRoads, provided however, if the Owners and Developer fail to pay VicRoads within 14 days of the date of demand or 30 June 2010 (as applicable), then the Council may first call upon the Bank Guarantee for the payment of the \$430,000.00 to the Council and then the Council shall make a payment to VicRoads in the sum of \$430,000.00 effectively on behalf of the Owners and Developer;
- 4.1.4 If the Developer makes the payment of \$430,000.00 directly to VicRoads, then the Council shall release the Bank Guarantee;
- 4.1.5 Without derogating from the effect of any of the sub-clauses within this clause 4.1, the parties acknowledge and agree that until the \$430,000.00 is paid to VicRoads by or on behalf of the Owners and Developer, no further Statement of Compliance for any stage of any Plan of Subdivision in respect of the Development shall be issued.

4.2 Springridge Estate – Main Access (detailed design and traffic lights)

The Owners and Developer must complete various road works and make particular contributions towards road infrastructure required at the Northern Highway at the main entrance to the Springridge Estate as follows:

- 4.2.1 It is recognised that prior to the consent of VicRoads to the issue of any Statement of Compliance for any further stage of a Plan of Subdivision of the Development, works to the satisfaction of VicRoads in accordance with the Detailed Design Plans must (to the extent they have not already been satisfactorily completed to VicRoads' standard), be completed;
- 4.2.2 Traffic signals as contemplated under clause 4.3.



4.3 Traffic Signals

Prior to the issue of a Statement of Compliance for the fourth stage of the Plan of Subdivision (which at the date of this Agreement is Stage 4 of the Plan of Subdivision), the Owners and Developer must install traffic signals as follows:

- 4.3.1 The traffic signals must be constructed in accordance with the Detailed Design Plans and to VicRoads' satisfaction; and
- 4.3.2 No further modifications to the works required under clause 4.2.1 of this Agreement will be required by VicRoads (other than line marking on roads, the development of conduits, changes to road signage and the like) in installing the traffic signals required by this clause 4.3; and
- 4.3.3 The total cost of all works associated with the installation of the traffic signals must be borne by the Owners and Developer; and
- 4.3.4 The Owners and Developer agree to maintain and guarantee the traffic signals for a period of 10 years following installation to VicRoads' satisfaction.

4.4 Individual Lot Liability and release of this Agreement

- 4.4.1 The Council and VicRoads acknowledge that the obligations in this Agreement are held by the Developer and the current Owners as participants in the Development, or some subsequent Owner and Developer of the Land (if any), with the intention being that none of the obligations are intended to encumber purchasers of individual lots created.
- 4.4.2 This Agreement will cease to apply to particular individual lots upon the Council's issue of a statement of compliance for the relevant Stage in which that lot is located.

5 FURTHER COVENANTS OF THE OWNERS AND DEVELOPER

5.1 Payment of Council's and VicRoads' costs

The Owners and the Developer agree to pay on demand to the Council and VicRoads, the Council's and VicRoads' costs and expenses (respectively) (including any legal fees incurred on a solicitor/client basis) of and incidental to the preparation, negotiation, execution, registration and enforcement of this Agreement.

5.2 Indemnity

The Owners and the Developer covenant to indemnify and keep the Council and VicRoads and their respective officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referable to any non-compliance with this Agreement by the Developer and or the Owners. However the Developer shall not be liable for any acts or omissions of any Owner who is not an Owner at the time of execution of this Agreement.



5.3 Standard of Works

The Owners and the Developer covenant to comply with the requirements of this Agreement and to complete all works required by this Agreement as expeditiously as possible at its cost (unless specified to be the cost of another party) and to the satisfaction of VicRoads and the Council.

5.4 Council and VicRoads Access

The Owners and the Developer covenant to allow the Council and VicRoads and their respective officers, employees, contractors or agents or any of them, to enter the Land (at any reasonable time) to assess compliance with this Agreement.

5.5 Owners' warranty

The Owners warrant and covenant that:

- 5.5.1 the Owners are the registered proprietors of the Land and are also the beneficial owners of the Land;
- 5.5.2 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owners affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;
- 5.5.3 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and
- 5.5.4 the Owners will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

5.6 Step In Developer

In any case where the Owner wishes to replace or for some reason it is otherwise sought to replace, either in part or in total, the Developer of the Land, such replacement shall be subject to:

- 5.6.1 acknowledgement by the Owners, via this sub-clause that no further development can occur without compliance with this clause 5.6;
- 5.6.2 VicRoads' and Council's prior written consent, which shall not be unreasonably withheld, and
- 5.6.3 on the basis of such replacement, the Developer agreeing to execute an agreement with the Council and VicRoads and the Owners on similar terms to this Agreement.

5.7 Order of Development

The Development shall commence with Stage 1 and proceed chronologically through to Stage 14, unless otherwise approved by the Council via a change to the Development Plan.

AH865185B

29/03/2011 \$105.20 173



7

6 GOODS AND SERVICES TAX

6.1 Definitions and Expressions

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

6.2 Amounts payable do not include GST

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

6.3 Liability to pay any GST

Subject to clause 6.4 in addition to any amount payable by one party to the other party under this Agreement in respect of a taxable supply, the party liable to pay the amount ("**Recipient**") must pay to the other party ("**Supplier**") a sum equivalent to the GST payable, if any, by the Supplier in respect of the taxable supply on the date on which the Supplier makes a taxable supply to the Recipient irrespective of when the Supplier is liable to remit any GST under this Agreement in respect of a taxable supply to any governmental authority.

6.4 Tax Invoice

A party's right to payment under clause 6.3 is subject to a Tax Invoice being delivered to the Recipient.

7 GENERAL

7.1 No Fettering of Council's or VicRoads' powers

This Agreement does not fetter or restrict the Council's or VicRoads' power or discretion to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any Plans of Subdivision or consolidation relating to the Land or the issue of a Statement of Compliance in connection with any such plans.

7.2 Time of the essence

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

7.3 Governing law and jurisdiction

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



8 NOTICES

8.1 Service of notice

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

- 8.1.1 personally on the person;
- 8.1.2 by leaving it at the person's address set out in this Agreement;
- 8.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or
- 8.1.4 by facsimile to the person's current number notified to the other party.

8.2 Time of service

A notice or other communication is deemed served:

- 8.2.1 if served personally or left at the person's address, upon service;
- 8.2.2 if posted within Australia to an Australian address, two Business Days after posting;
- 8.2.3 if served by facsimile, subject to the next clause, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and
- 8.2.4 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

9 INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 9.1 the singular includes the plural and vice versa;
- 9.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 9.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 9.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 9.5 words importing one gender include other genders;
- 9.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 9.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
 - 9.7.1 two or more parties; or

AH865185B

9

29/03/2011 \$105.20 173



9.7.2 a party comprised of two or more persons,

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

- 9.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 9.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;
- 9.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- 9.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 9.12 a party that is a trustee is bound both personally and in its capacity as trustee;
- 9.13 a reference to an authority, institution, association or body ("**original entity**") that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 9.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

EXECUTED as a deed.

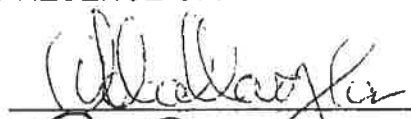
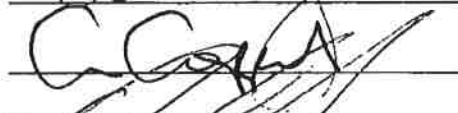

THE COMMON SEAL OF THE MITCHELL SHIRE COUNCIL WAS
HERETO AFFIXED IN THE PRESENCE OF:

COUNCILLOR

COUNCILLOR

CHIEF EXECUTIVE OFFICER

DATE




27/1/11



10

AH865185B

29/03/2011 \$105.20 173



THE COMMON SEAL of PRETTY SALLY HOLDINGS PTY LTD was affixed in the presence of authorised persons:

☒ Director

☒ Full name

☒ Usual address

☒ *Director/secretary Delete whichever is inapplicable

☒ Full name

☒ Usual address

THE COMMON SEAL of ZANFAM PTY LTD was affixed in the presence of authorised persons:

☒ Director

☒ Full name

☒ Usual address

☒ *Director/company secretary
*Delete whichever is inapplicable

☒ Full name

☒ Usual address

THE COMMON SEAL of GOLDEN HILL DEVELOPMENT PTY LTD was affixed in the presence of authorised persons:

☒ Director

☒ Full name

☒ Usual address

☒ *Director/company secretary
*Delete whichever is inapplicable

☒ Full name

☒ Usual address



11

THE COMMON SEAL of K.H. LEONG
NOMINEES PTY LTD was affixed in the
presence of authorised persons:



AH865185B

29/03/2011 \$105.20 173



Director

Full name

Usual address

*Director/company secretary

Full name

*Delete whichever is inapplicable

Usual address

SIGNED SEALED AND DELIVERED
by SWE CHIN YU in the presence of:

Witness

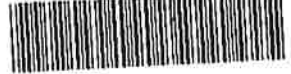
SIGNED SEALED AND DELIVERED
by BUEY BUEY NGIAM in the presence of:

Witness

12

AH865185B

29/03/2011 \$105.20 173



THE COMMON SEAL of TRC (AUST) PTY LTD was affixed in the presence of authorised persons:)
)
)

X 19/01/2011
Director

X Simon Yu
Full name

X 20 Sydney ST Kilmore VIC 3764
Usual address

X Power of Attorney Dated 11/8/2009
*Director/secretary *Delete whichever is inapplicable

Full name

X
Usual address

The OFFICIAL SEAL of the ROADS CORPORATION was hereunto affixed in the presence of:

[Signature]
Signature of authorised officer

Steve Brown
Executive Director - Regional Services
Name of authorised officer

[Signature]
Signature of authorised officer
KATHERINE NAVARRO
SENIOR LAWYER
Name of authorised officer

MORTGAGEE'S CONSENT

National Australia Bank Ltd as Mortgagee of registered mortgage No. AD968369B consents to the Owners 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.

Executed by National Australia Bank Limited by its Attorney ([Signature]) who holds the position of Level 3 Attorney under Power of Attorney dated 1/3/2007 (a certified copy of which is filed in Permanent Order Book No 277 Page 025 Item number 35) in the presence of
[Signature]
Signature of Witness
Paul Nelson Grant
Name of Witness (please print)

[Signature]
Signature of Attorney



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**Application by a responsible authority for the
making of a recording of an agreement
Section 181 Planning and Environment Act 1987**



Form 18

Lodged by:

Name: Russell Kennedy Solicitors
Phone: 9609 1555
Address: Level 12, 469 La Trobe Street, Melbourne 3000
Ref: SLW 120940-01774
Customer Code: 1513M

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: *(Insert volume and folio reference) (if part only, define the part)*

Part of volume 10957 folio 862 now being Lot B on PS547624J the whole of the land contained in certificate of title volume 11225 folio 719

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

Mitchell Shire Council of 113 High Street, Broadford, 3658

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:

A handwritten signature in black ink, appearing to read 'Rob McVernon', written over a horizontal line.

Name of Officer:

ROB McVERNON, ACTING CEO

Date:

20 APRIL 2011

RUSSELL KENNEDY
MEMBER OF THE KENNEDY STRANG LEGAL GROUP

AH931401G

05/05/2011 \$105.20 173



MITCHELL SHIRE COUNCIL

and

PRETTY SALLY HOLDINGS PTY LTD

ZANFAM PTY LTD

GOLDEN HILL DEVELOPMENT PTY LTD

K H LEONG NOMINEES PTY LTD

SWE CHIN YU

BUEY BUEY NGIAM

TRC (AUST) PTY LTD

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

**SPRINGRIDGE ESTATE - DEVELOPMENT
AGREEMENT**

LEVEL 12
469 LA TROBE STREET
MELBOURNE VIC 3000

PO BOX 5146AA
MELBOURNE VIC 3001
DX 494 MELBOURNE

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SLW 1371460v6 LAG



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05/05/2011 \$105.20 173



TABLE OF CONTENTS

1	DEFINITIONS.....	2
2	COMMENCEMENT	5
3	TERMINATION	5
4	PER LOT CONTRIBUTION.....	5
5	ROAD RESERVE, FOOTPATHS & NATURE STRIP.....	6
6	RESERVES	6
7	COMMUNITY CENTRE SITE	7
8	OFF-SITE ROAD WORK CONTRIBUTIONS	8
9	LONG TERM COVENANTS.....	8
10	OLD SYDNEY ROAD.....	9
11	FURTHER COVENANTS OF THE OWNERS AND DEVELOPER	10
12	SECURING COMPLIANCE WITH AGREEMENT	13
13	GOODS AND SERVICES TAX	14
14	GENERAL.....	14
15	NOTICES	15
16	INTERPRETATION	15
	SCHEDULE 1	19
	SCHEDULE 2	21

THIS AGREEMENT is made on 20th April

2011
2010

PARTIES

- 1 **Mitchell Shire Council**
of 113 High Street, Broadford, Victoria, 3658
("Council")
- 2 **Zanfam Pty Ltd**
ACN 005 638 746
of 460 Lower Heidelberg Road, Heidelberg, Victoria 3084
Golden Hill Development Pty Ltd
ACN 085 806 828
of 460 Lower Heidelberg Road, Heidelberg, Victoria 3084
K H Leong Nominees Pty Ltd
ACN 086 754 672
of 460 Lower Heidelberg Road, Heidelberg, Victoria 3084
Swe Chin Yu
of 20 Sydney Street, Kilmore, Victoria 3764
Buey Buey Ngiam
of 20 Sydney Street, Kilmore, Victoria 3764
TRC (AUST) Pty Ltd
ACN 137 500 611
of 1/460 Lower Heidelberg Road, Heidelberg Victoria 3084
("Owners")
- 3 **Pretty Sally Holdings Pty Ltd**
ACN 111 744 382
of 20 Sydney Street, Kilmore, Victoria 3764
("Developer")

AH931401G

05/05/2011 \$105.20 173



RECITALS / BACKGROUND

- A The Owners are the registered proprietors of the Land.
- B The Owners and Developer are undertaking the Development.
- C Council is the responsible authority pursuant to the Act for the Scheme.
- D The Development has proceeded to date subject to an agreement pursuant to Section 173 of the *Planning and Environment Act 1987* between the Owners (from time to time) and the Developer (of the one part) and the Council (of the other part), dated 5 August 2005, registered on titles to the Land in dealing AE095284R (the "Old Agreement").
- E The Owners, the Developer and Council have agreed to enter into this Agreement in order to:
 - end the Old Agreement and replace it with this Agreement;

AH931401G

05/05/2011 \$105.20 173



2

- meet the requirements of the Development Plan;
- detail Contributions that the Developer and Owners must make in respect of the Development;
- detail particular works to be undertaken as part of the Development;
- detail particular lot development controls to be implemented and maintained.

E This Agreement is made under Division 2 of Part 9 of the Act and as a deed at common law.

THE PARTIES AGREE THAT:

1 DEFINITIONS

In this Agreement:

- 1.1 "Act" means the *Planning and Environment Act 1987*.
- 1.2 "Affected Lots" means the lots contemplated in Clause 9.6.
- 1.3 "Agreement" means this deed, including the recitals / background and any annexures to this deed.
- 1.4 "Business Day" means Monday to Friday excluding public holidays in Victoria.
- 1.5 "Developed Recreation Areas" means the area provisionally and initially identified as such on the Development Plan totalling approximately 1.90 hectares.
- 1.6 "Developer" means Pretty Sally Holdings Pty Ltd, or any other entity which may be substituted as the Developer in accordance with this Agreement.
- 1.7 "Development" means the development of the Land as the balance of the Springridge Estate generally in accordance with the Development Plan.
- 1.8 "Development Plan" means the various plans and documents approved by the Council to meet the requirements of the Development Plan Overlay Schedule 8 ("DPO 8") in the Scheme including:
 - 1.8.1 as amended by the plan and documents prepared by Taylor Development Strategists approved by Council on 26 March 2007; and
 - 1.8.2 still incorporating:
 - (a) Traffic Impact Report prepared by Ratio Consultants Pty Ltd dated December 2004;
 - (b) Landscape Design Guidelines prepared by Hansen Partnership Pty Ltd dated December 2004;
 - (c) Arboricultural Report prepared by Homewood Consulting Services dated 5 December 2004;
 - (d) Report on Erosion Issues prepared by Banon Consultants dated November 2004;

- (e) Soil and Water Report prepared by Banon Consultants dated November 2004; and
- (f) Native Grasses Report prepared by Homewood Consulting Services dated 4 December 2004;

PROVIDED the Development Plan approved for the purposes of the Development may be amended from time to time, by the Council in accordance with the Scheme.

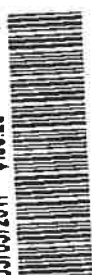
- 1.9 **"Erosion Areas"** means the areas identified as being prone to the effects of erosion being provisionally and initially described in the Report on Erosion Issues and to be located within the Reserves and which are within the Landscaped Open Space.
- 1.10 **"GST Act"** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended).
- 1.11 **"GST"** means the goods and services tax as defined in the *GST Act*.
- 1.12 **"Input Tax Credit"** in relation to a supply, means a credit under the *GST Act* for the GST payable by the recipient in respect of the supply.
- 1.13 **"Land"** means the land (in the Development) described as Lot B on the plan marked "A" attached to this Agreement being part of the land in certificate of title volume 10957 folio 862.
- 1.14 **"Landscaped Open Space"** means the area provisionally and initially identified as such on the Development Plan totalling approximately 21.80 hectares located within the Reserves.
- 1.15 **"Landscape Plan"** means the Landscape Design Guidelines prepared by Hansen Partnership Pty Ltd dated December 2004, which form part of the Development Plan.
- 1.16 **"Lot"** means any separate lot created on a Plan of Subdivision which is intended to be used and developed for residential, commercial or related purposes excluding the Reserves.
- 1.17 **"Maintain"** includes pruning vegetation, removing dead vegetation and noxious weeds, replacing dead vegetation with vegetation of the same or substantially the same indigenous species, pest and disease control and rubbish removal, all to Council's satisfaction.
- 1.18 **"Mortgagee"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Land or any part of it.
- 1.19 **"Northern Fence"** means the fence to be erected along the north boundary of the Northern Plantation Land as provided in clause 9 and detailed in Schedule 2.
- 1.20 **"Northern Plantation Land"** means the ten (10) metre wide strip of land on the northern boundary of Lots abutting the northern boundary of the land, as identified generally on the Development Plan.
- 1.21 **"Old Agreement"** means the agreement made under section 173 of the Act between the Council and the Owners and the Developer dated 5 August 2005 and which is registered on the title to the Land in Instrument AE095284R.



- 1.22 "Owner" means the owner or owners from time to time, of the Land or parts of the Land.
- 1.23 "Per Lot Contribution" means the per Lot contribution to be paid as provided in clause 4.
- 1.24 "Permanent 173 Agreement" means the agreements contemplated in clause 9.5 of this Agreement.
- 1.25 "Plan of Subdivision" means any Plan of Subdivision registered during the Development, which will include any staged Plan of Subdivision and may, or may not equate to a Stage of the Development.
- 1.26 "Practical Completion" means the date that Council determines that the landscape works required in this Agreement are completed, which will be notified in writing to the Owners and the Developer by letter sent to the Owners and the Developer within:
- 1.26.1 seven (7) days of Council's inspection of the landscape works; or
- 1.26.2 if rectification works are required, within seven (7) days of any further inspection by Council that results in Council's satisfaction, expressed in writing, with the landscape works.
- 1.27 "Reserves" means the area generally as contemplated on the Development Plan to be set aside and transferred to the Council, as the Development progresses, for the purposes of public open space and other purposes, and includes:
- 1.27.1 the Developed Recreation Areas;
- 1.27.2 the Community Centre Site;
- 1.27.3 the Landscaped Open Space;
- 1.27.4 the Retarding Basins; and
- 1.27.5 the Erosion Areas,
- provided that, for the avoidance of doubt, this expressly excludes the Road Reserves and Northern Plantation Land.
- 1.28 "Retarding Basins" means the areas identified provisionally and initially on the Development Plan as retarding basins.
- 1.29 "Road Reserve" means the area identified as such on the Development Plan totalling approximately 28.51 hectares.
- 1.30 "Scheme" means the Mitchell Planning Scheme or any other planning scheme which applies to the Land from time to time.
- 1.31 "Social Infrastructure Contribution" has the same meaning as defined in the Old Agreement
- 1.32 "Southern Fence" means the fence to be potentially erected along the south boundary of the Northern Plantation Land as provided in clause 9.
- 1.33 "Stage" means a stage of the Development from Stage 1 to Stage 17 as shown on the Development Plan.

AH931401G

05/05/2011 10:52 173



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

2 COMMENCEMENT

This Agreement comes into force on the date it was made, namely upon execution by the Owners, Developer and the Council.

3 TERMINATION

3.1 Old Agreement – Termination and Cancellation

The Old Agreement is terminated upon Commencement of this Agreement and as soon as practicable the Council must, at the cost and request of the Owners, apply to the Registrar of Titles to cancel the recording of the Old Agreement on the Register as to the Land and any other land.

3.2 Termination

This Agreement ends when the Owners and Developer have complied with their obligations under this Agreement or earlier by mutual agreement between the parties.

3.3 Cancellation

As soon as reasonably practicable after this Agreement has ended or when the obligation in relation to any part of the Land has been satisfied, the Council must, at the request and at the cost of the Owners, apply to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the Register as to the Land or part of the Land as the case may be.

4 PER LOT CONTRIBUTION

4.1 Liability for Per Lot Contribution

The Owners and the Developer must pay to the Council the Per Lot Contribution for social and infrastructure purposes, over the course of the Development.

4.2 Previous Contributions

The parties acknowledge that all Social Infrastructure Contributions under the Old Agreement due in respect of Stage 1 have been paid and obligations under this Agreement (with a different per Lot amount), will commence with the payment required for Stage 2.

4.3 Payment Timing

Payment of the relevant Per Lot Contribution must occur prior to and as a precondition of, the issue Statement of Compliance for the particular stage of any Plan of Subdivision.

4.4 Per Lot Contribution

The Per Lot Contribution is:

- 4.4.1 \$1,300.00 per Lot if paid before 30 June 2010; and



6

- 4.4.2 will increase each year by the Consumer Price Index as contemplated in clause 14.3;
- 4.4.3 calculated excluding any GST component that is payable, or may become payable.

5 ROAD RESERVE, FOOTPATHS & NATURE STRIP

5.1 Transfer of Road Reserves

- 5.1.1 All Road Reserves must be specified as road reserves on any relevant Plan of Subdivision and must vest in Council, at no cost to Council, upon registration of the Plan of Subdivision.
- 5.1.2 If the location of the roads comprising the Road Reserves are to be modified, any modification must be to Council's satisfaction.

5.2 Works to Road Reserve

- 5.2.1 The Owners and the Developer will procure the carrying out of any and all road works associated with the Development in the Road Reserves including the construction of all internal roads within the yet to be subdivided areas.
- 5.2.2 All costs associated with clause 5.2.1 are to be borne by the Owners and the Developer.

5.3 Works to footpaths and nature strip

- 5.3.1 The Owners and the Developer must construct footpaths and nature strip works (including planting) on the Land.
- 5.3.2 The works in clause 5.3.1 must be in accordance with any appropriate engineering and other plans approved by Council prior to the commencement of any such works and modified to Council's satisfaction.
- 5.3.3 The works in clause 5.3.1 must be completed prior to the issue of a Statement of Compliance for the Plan of Subdivision for the Stage in which the works are located.

6 RESERVES

6.1 Transfer of Reserves

- 6.1.1 All Reserves must be specified as reserves on any relevant Plan of Subdivision and must vest in Council, at no cost to Council, upon registration of the relevant Plan of Subdivision.
- 6.1.2 If the size and location of any Reserve is to be modified, any modification must be to Council's satisfaction.

6.2 Works to Reserves

- 6.2.1 Individual landscape plans must be submitted for approval for each and all Reserves proposed within 30 days of approval by Council of the plans and specifications for engineering works required for the Plan of Subdivision that creates the relevant Reserve, such individual



landscape plan must comply with the principals set out in the approved Landscape Plan and include details of all construction, planting and other aspects.

6.2.2 In respect of the individual landscape plans submitted in accordance with clause 6.2.1, Council shall, within 30 days of receipt, either:

- (a) approve any individual landscape plan submitted; or
- (b) provide advice as to the amendments required by Council and that the individual landscape plan is to be resubmitted for approval.

6.2.3 The Owners and the Developer must procure, at their own cost:

- (a) the carrying out of all landscaping works in accordance with any relevant approved individual landscape plan and the Landscape Plan and otherwise to the satisfaction of the Council;
- (b) the installation of any recreational furniture, play equipment or apparatus or any other recreational equipment, where all such furniture, equipment and apparatus shall meet Council's health and safety and other requirements and shall be to Council's satisfaction.

6.3 Maintenance of Reserves

6.3.1 The Owners and the Developer must, at their own cost, Maintain landscaping in accordance with the individual landscape plans referred to in clause 6.2.1 for a period of not less than 12 months from the date of Practical Completion of the landscape works depicted on each individual landscape plan.

6.3.2 Prior to the handing over to Council of the responsibility for the maintenance of the Reserves, the Owners and the Developer will procure the:

- (a) provision of "as constructed" plans of the landscaping works to Council;
- (b) establishment of a maintenance regime, to an agreed level with Council in accordance with the individual landscape plans and the Landscape Plan;
- (c) advising of Council of any proposed hand over date;
- (d) inviting of Council to carry out an inspection of the landscaping jointly with a representative of the Owners and/or the Developer; and
- (e) rectification of any defects reasonably identified by Council in the joint inspection of the landscaping,

and upon the Owners and the Developer satisfying the requirements for this clause, Council will provide appropriate written advice for the acceptance of the relevant works to the Owners and the Developer.



8

In satisfaction of the requirements of the Development Plan, the Owners and Developer must provide to the Council a site for a community centre ("the Community Centre Site") on the following basis:

- 7.1 It may be located within Stage 3 of the Development (or another location to the satisfaction of the Council) rather than delayed until Stage 6, this is considered to be generally in accordance with the Development Plan;
- 7.2 it must vest as a Reserve to the Council upon the registration of the relevant Plan of subdivision for Stage 3 ;
- 7.3 it must be not less than 1500 square metres in size;
- 7.4 it must be cleared and serviced with reticulated water, sewerage, power and gas services and incorporate a cross over not less than six (6) metres in width connected to a constructed road, all to the satisfaction of Council;
- 7.5 it may be co-located with commercial or community uses within Stage 3 and such uses must locate and construct car parking for those uses which compliments and may be used by, without restriction, the Community Centre Site;

provided however the parties recognise that the Council may modify the requirements of this clause 7 (in writing and with the agreement of the Owners) the details of the Community Centre Site provision.

8 OFF-SITE ROAD WORK CONTRIBUTIONS

The Owners, Developer and Council acknowledge that a separate agreement pursuant to Section 173 of the Act ("the VicRoads Agreement") has or must be entered into by the Owners, Developer, the Council and the Roads Corporation in respect of:

- 8.1 road works at the Northern Highway access to the Development; and
- 8.2 contributions to intersection works at the Northern Highway and Darraweit Road

9 LONG TERM COVENANTS

NORTHERN PLANTATION LAND

9.1 Northern Plantation Land - Formation

Prior to the issue of a Statement of Compliance for the first Plan of Subdivision affecting Stage 3, the Owners and the Developer must, at their own cost, fence the Northern Plantation Land with the Northern Fence and plant the Northern Plantation Land within indigenous plant species in accordance with the Landscape Plan.

9.2 Southern Fence Requirement

- 9.2.1 The Southern Fence must be erected to protect the plantation in the Northern Plantation Land at any time upon the direction of Council if the landscaping within the Northern Plantation Land is at risk or likely, to the Council's reasonable satisfaction, be at risk or likely to be at risk;
- 9.2.2 Council may consent to either not enforcing the construction of the Southern Fence or consenting to the removal of the Southern Fence, if the Council is satisfied that the Northern Fence and the plantation in

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05/05/2011 \$105.20 173



the Northern Plantation Land combined provide a sufficient barrier between the adjoining land to the north of the Northern Plantation Land and the Development, and that this barrier is adequate to prevent dogs disturbing stock on the adjoining land to the north.

- 9.2.3 Council will review any requirement in clause 9.2.1 for the Southern Fence when a Statement of Compliance is issued for the first stage of a Plan of Subdivision creating lots at this location.

9.3 Fence Construction Requirements

The construction requirements for the Northern Fence and Southern Fence are set out in Schedule 2.

9.4 Maintenance

The Developer shall Maintain the Northern Plantation Land to the Council's satisfaction until the issue of a Statement of Compliance for the final Plan of Subdivision for the Development. Thereafter, the Owners of the relevant Affected Lots must maintain the Northern Plantation Land.

9.5 Lot Characteristics

Any Plan of Subdivision must contain requirements regarding the following, to Council's satisfaction:

- 9.5.1 single storey and building covenants in respect of those Lots in respect of which the Council considers it, acting reasonably, appropriate;
- 9.5.2 building envelopes in respect of any lots for which Council considers it appropriate, in order to show that the lots will be used in accordance with the performance capabilities of the lots;
- 9.5.3 an appropriate higher density lot layout for the lots abutting Reserves and Road Reserves.

9.6 Affected Lots

The Lots which are either or both:

- 9.6.1 contained within Stages 5, 8 and 14 and will border the northern boundary of the Development;
- 9.6.2 subject to building constraints contemplated in clause 9.5;

are defined as the Affected Lots and prior to registration of any Plan of Subdivision containing an Affected Lot, a Permanent 173 Agreement must be entered into securing in perpetuity the constraints applicable in respect of the Affected Lot.

10 OLD SYDNEY ROAD

Prior to the issue of a Statement of Compliance for any stage of a Plan of Subdivision abutting Old Sydney Road, a payment is to be made to the Council by the Owners to reflect the cost of a two (2) way service road along the eastern boundary of the Development necessary to provide access from that service road to all Lots east of Sydney Road. In respect of this amount:





- 10.1 the amount payable as at 30 June 2010 is \$244,880.00; and
- 10.2 the amount payable will increase each financial year (dependent on the year it is paid) by Consumer Price Index as provided in clause 14.3.

11 FURTHER COVENANTS OF THE OWNERS AND DEVELOPER

11.1 Acknowledgment of Permit Requirements

The Owners and the Developer acknowledge and agree that, while this Agreement in its broad terms specifies the total extent of any development contribution for which the Owners and the Developer are liable in the development the Land, it is recognised that individual permits for the staged subdivision of the Land will include all normal requirements relating to such subdivision, imposed by any referral agency or authority or otherwise normally required by the Council, relating to such matters as drainage, lighting, footpaths, subdivisional layout, building and siting controls and other related matters.

11.2 Successors in title

Subject to clause 11.11, until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act (if it is recorded at all), the Owners must ensure that the Owners' successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owners, being party to this Agreement, remain liable to perform all of the Owners' obligations contained in this Agreement.

11.3 Further Assurance

The Owners and the Developer must do all things necessary (including signing any further agreement, acknowledgment or document) to enable Council to record this agreement on the folio of the Register that relates to the Land, if Council elects to do so.

11.4 Payment of Council's costs

The Owners and the Developer agree to pay on demand to the Council the Council's costs and expenses (including any legal fees incurred on a solicitor/client basis) of and incidental to the preparation, execution, registration and enforcement of this Agreement.

11.5 Mortgagee to be Bound

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

11.6 Indemnity

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

11.7 Non-compliance

If the Owners and the Developer have not complied with this Agreement within 14 days after the date of service on the Owners and the Developer by the Council of a notice that specifies the Owners' and the Developer's failure to comply with any provision of this Agreement, the Owners and the Developer covenant:

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

and the Owners and the Developer agree:

- 11.7.5 to accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie proof of the Costs incurred by the Council in rectifying the Owners' and the Developer's non-compliance with this Agreement;
- 11.7.6 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum;
- 11.7.7 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full; and
- 11.7.8 if the Owners and the Developer execute a mortgage as required by clause 11.7.4, any breach of this Agreement is deemed to be a default under that mortgage.

11.8 Standard of Works

The Owners and the Developer covenant to comply with the requirements of this Agreement and to complete all works required by this Agreement as expeditiously as possible at its cost (unless specified to be the cost of another party) and to the satisfaction of the Council.

11.9 Council Access

The Owners and the Developer covenant to allow the Council and its officers, employees, contractors or agents or any of them, to enter the Land (at any reasonable time) to assess compliance with this Agreement.

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05/05/2011 \$105.20 173


12

11.10 Covenants run with the Land

Subject to clause 11.11, the Owners' and the Developer's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owners and the Developer and any successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

11.11 Individual Lot liability and release of this Agreement

11.11.1 The Council acknowledges that the majority of obligations in this Agreement shall be with the Developer and the current Owners as participants in the Development, or some subsequent Developer of the Land (if any), with the intention being that only the obligations described in clause 9 are intended to encumber purchasers of Affected Lots.

11.11.2 This Agreement will cease to apply to particular individual lots upon Council's issue of a statement of compliance for the relevant Stage in which that lot is located, with the exception of the Affected Lots.

11.11.3 This Agreement may be ended with regard to particular Affected Lots upon the recording pursuant to section 181 of the Act of a Permanent 173 Agreement which applies to those Affected Lots and which includes any ongoing obligations contemplated by this Agreement in respect of those lots in clause 9, to the satisfaction of the Council.

11.12 Owners' warranty

The Owners warrant and covenant that:

11.12.1 the Owners are the registered proprietors of the Land and are also the beneficial owners of the Land;

11.12.2 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owners affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;

11.12.3 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and

11.12.4 the Owners will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

11.13 Step In Developer

In any case where the Owners wish to replace or for some reason it is otherwise sought to replace, either in part or in total, the Developer of the Land, such replacement shall be subject to:

11.13.1 acknowledgement by the Owners, via this sub-clause that no further development can occur without compliance with this clause 11.13;

11.13.2 the Council's prior written consent, which shall not be unreasonably withheld, and

11.13.3 on the basis of such replacement, the Developer agreeing to execute an agreement with the Council and the Owners on similar terms to this Agreement.

11.14 Development Plan

It is acknowledged by the parties that the Development Plan (as approved by Council from time to time) should be referred to and relied upon as the key plan to refer to for interpretation of this Agreement.

11.15 Order of Development

The Development shall commence with Stage 1 and proceed chronologically through to Stage 14, unless otherwise approved by the Council via a change to the Development Plan.

12 SECURING COMPLIANCE WITH AGREEMENT

12.1 Registration of Agreement

The Council may, in its discretion, register this Agreement under section 181 of the Act over the Land, provided that Council may accept an alternative arrangement to registration over all of the Land as security for the compliance with the Agreement by the Owners and the Developer as follows:

12.1.1 registration of the Agreement over a separate title created out of the Land, such as a super lot, of a size, location and value, to the satisfaction of the Council;

12.1.2 the provision of a guarantee, as otherwise provided in this clause 12.1, either, entirely, or in partial, substitution for registration of the Agreement, generally to the satisfaction of the Council.

12.2 Owners to guarantee

Where permitted by Council for the partial or complete securing of compliance with any part or all of this Agreement, the Owners provide a guarantee the Owners and the Developer shall lodge with the Council a bank guarantee or other suitable security ("**guarantee**") to the satisfaction of the Chief Executive Officer of the Council in the amount specified by the Council.

12.3 Guarantee to be security

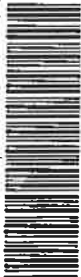
The guarantee is security for the due, prompt and proper observance and performance by the Owners and the Developer of their obligations and liabilities under this Agreement.

12.4 Return on satisfaction of obligations

The Council will return the guarantee to the Owners and the Developer when all of the Owners' and the Developer's obligations and liabilities to which the guarantee relates have been completely satisfied or, if the Owners and the Developer fail to satisfy all of those obligations and liabilities, the Council may make such deductions from the guarantee as the Council considers to be

AH931401G

05/05/2011 \$105.20 173



necessary in order to fulfil the Owners' and the Developer's obligations and liabilities under this Agreement.

12.5 Guarantee Release

The Council may release any guarantee in stages as the Owners' and the Developer's obligations are reduced, as the necessary works pursuant to this Agreement are progressively completed.

13 GOODS AND SERVICES TAX

13.1 Definitions and Expressions

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

13.2 Amounts payable do not include GST

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

13.3 Liability to pay any GST

Subject to clause 13.4, in addition to any amount payable by one party to the other party under this Agreement in respect of a taxable supply, the party liable to pay the amount ("**Recipient**") must pay to the other party ("**Supplier**") a sum equivalent to the GST payable, if any, by the Supplier in respect of the taxable supply on the date on which the Supplier makes a taxable supply to the Recipient irrespective of when the Supplier is liable to remit any GST under this Agreement in respect of a taxable supply to any governmental authority.

13.4 Tax Invoice

A party's right to payment under clause 13.3 is subject to a Tax Invoice being delivered to the Recipient.

14 GENERAL

14.1 No Fettering of Council's powers

This Agreement does not fetter or restrict the Council's power or discretion to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any Plans of Subdivision or consolidation relating to the Land or the issue of a Statement of Compliance in connection with any such plans.

14.2 Time of the essence

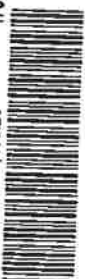
Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

14.3 Calculating Contributions

In any case where a dollar value is expressed in this Agreement, that value shall apply until 30 June 2010, thereafter the relevant amount shall be increased,

AH931401G

05/05/2011 \$105.20 173



15

annually on 1 July of that year and each subsequent year by the Consumer Price Index (Australia All Indexes) or like indicator.

14.4 Governing law and jurisdiction

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

15 NOTICES

15.1 Service of notice

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

- 15.1.1 personally on the person;
- 15.1.2 by leaving it at the person's address set out in this Agreement;
- 15.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or
- 15.1.4 by facsimile to the person's current number notified to the other party.

15.2 Time of service

A notice or other communication is deemed served:

- 15.2.1 if served personally or left at the person's address, upon service;
- 15.2.2 if posted within Australia to an Australian address, two Business Days after posting;
- 15.2.3 if served by facsimile, subject to the next clause, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and
- 15.2.4 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

16 INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 16.1 the singular includes the plural and vice versa;
- 16.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 16.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 16.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;



- 16.5 words importing one gender include other genders;
- 16.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 16.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
- 16.7.1 two or more parties; or
- 16.7.2 a party comprised of two or more persons,
- is made or given and binds those parties or persons jointly and severally;
- 16.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 16.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;
- 16.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- 16.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 16.12 a party that is a trustee is bound both personally and in its capacity as trustee;
- 16.13 a reference to an authority, institution, association or body ("original entity") that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 16.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

EXECUTED AS A DEED

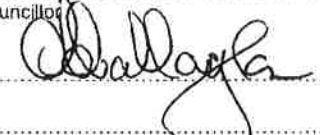
THE COMMON SEAL of MITCHELL SHIRE COUNCIL was hereunto affixed this 20TH day of APRIL 2011 in the presence of:

Signature: 

Name: Rob McVernon
Acting Chief Executive Officer/Authorised Officer

Signature: 

Name: CR G COPPEL
Councillor

Signature: 

Name: CR D CALLAGHAN
Councillor



AH931401G

05/05/2011 \$105.20 173



17

AH931401G

05/05/2011 \$105.20

173



EXECUTED by PRETTY SALLY HOLDINGS)
PTY LTD in accordance with section 127(1))
of the Corporations Act 2001 by being signed)
by authorised persons:)

Director

Full Name

Usual Address

*Director/company secretary

*Delete whichever is inapplicable

Full Name

Usual Address

EXECUTED by ZANFAM PTY LTD in)
accordance with section 127(1) of the)
Corporations Act 2001 by being signed by)
authorised persons:)

Director

Full Name

Usual Address

*Director/company secretary

*Delete whichever is inapplicable

Full Name

Usual Address

THE COMMON SEAL of GOLDEN HILL)
DEVELOPMENT PTY LTD was affixed in)
accordance with section 127(2) of the)
Corporations Act 2001 in the presence of the)
authorised person:)

Sole director and sole company secretary

Full name

Usual address



18



THE COMMON SEAL of K H LEONG
NOMINEES PTY LTD was affixed in the
presence of authorised persons:

Director

Full name

Usual address

Full name

*Director/company secretary

*Delete whichever is inapplicable

Usual address

SIGNED SEALED AND DELIVERED
by SWE CHIN YU in the presence of:

Witness

SIGNED SEALED AND DELIVERED
by BUEY BUEY NGIAM in the presence of:

Witness

EXECUTED by TRC (AUST) PTY LTD in
accordance with section 127(1) of the
Corporations Act 2001 by being signed by
authorised persons:

Director

Full Name

Usual Address

*Director/company secretary
*Delete whichever is inapplicable

Full Name

Usual Address

19

SCHEDULE 1
(Plan)

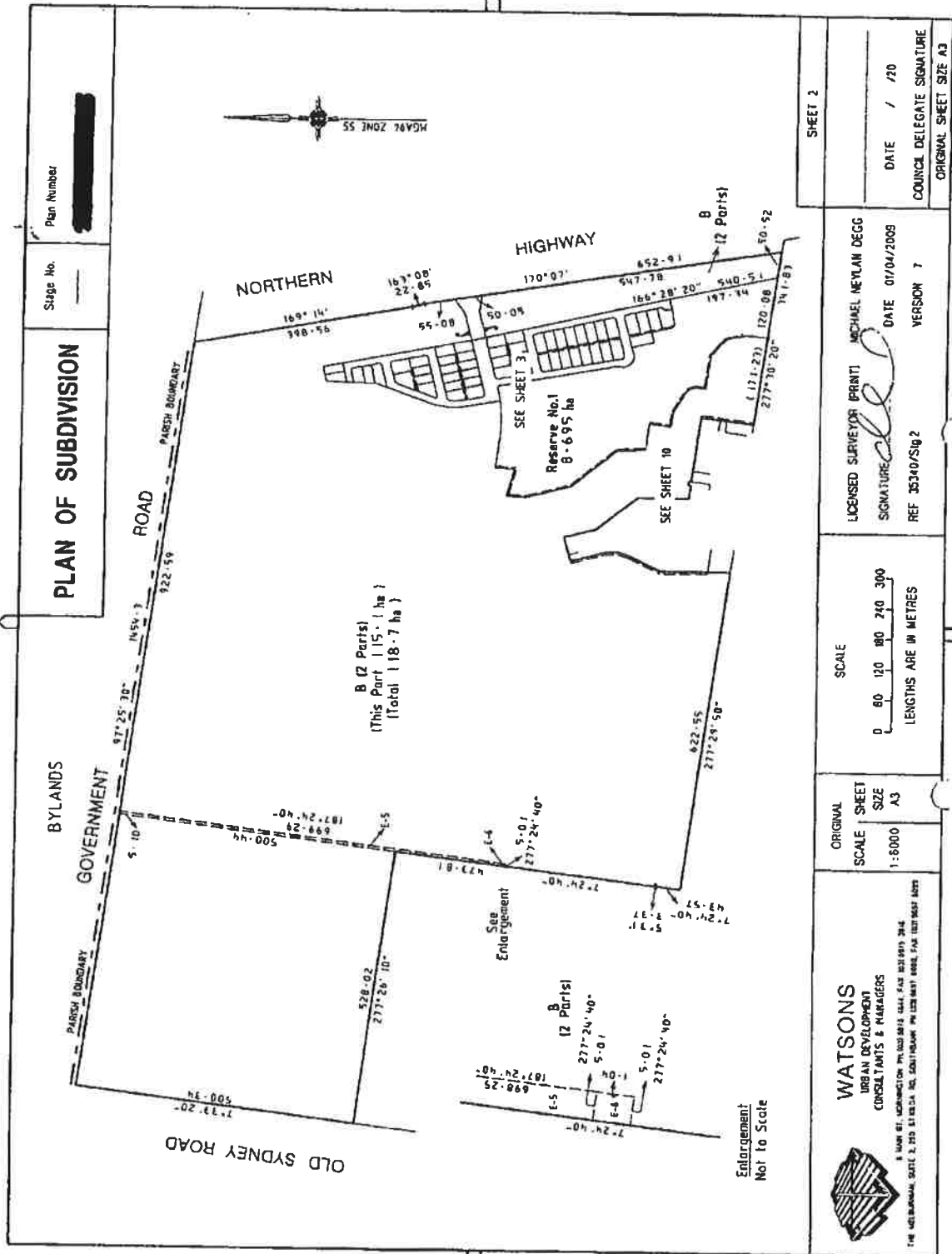


20

AH931401G

05/05/2011 \$105.20

173



21

AH931401G



SCHEDULE 2
(Fencing Specifications - Northern Fence and Southern Fence)

**FENCING SPECIFICATION
NORTHERN PLANTATION**



NORTH FENCE

Fence height:	1.5 metres		
Intermediate posts:	400 mm dia Galvanised pipe x 2.1 metres long @ 4 metre spacing		
Strainer and corner posts:	50 mm dia Galvanised Pipe x 2.25 metres long at all changes of direction complete with bracing struts from 42.4 mm dia, galvanised pipe		
Footings:	Intermediate posts	250mm dia x 600 mm deep	
	Corner posts	250mm dia x 750 mm deep	
	Bracing struts	250mm dia x 600 mm long	
All footing to be backfilled with concrete left 500 mm proud of ground surface and shaped to drain.			
Caps:	All posts to be fitted with waterproof caps		
Mesh:	Chain wire from 3.15mm heavily galvanized dia wire with 50 mm mesh size. Top and bottom of mesh to be knuckled selvedge		
Wires:	Three support cables one at the top, one in the centre and one at the bottom shall be provided. Each support cable shall consist of two strands of 3.15 dia wire, tie and lacing wire to be 2.00 mm dia wire		

SOUTH FENCE

Fence height:	1.17 metres
Posts:	100 mm dia. treated pine 1.7 metres long @ 15 metre centres
Droppers:	Steel star posts x 1.65 metres long @ 5 metre centres
Top wire:	1.57 mm dia high tensile barbed
Bottom wire:	2.5 mm dia high tensile plain
Mesh:	8/90/15 Waratah hinge joint or equivalent
Corner Assemblies:	150 mm dia Pine posts x 2m long with 100 dia treated pine stays



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Document Type	Plan
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Number of Pages (excluding this cover sheet)	10
Document Assembled	27/06/2023 13:45

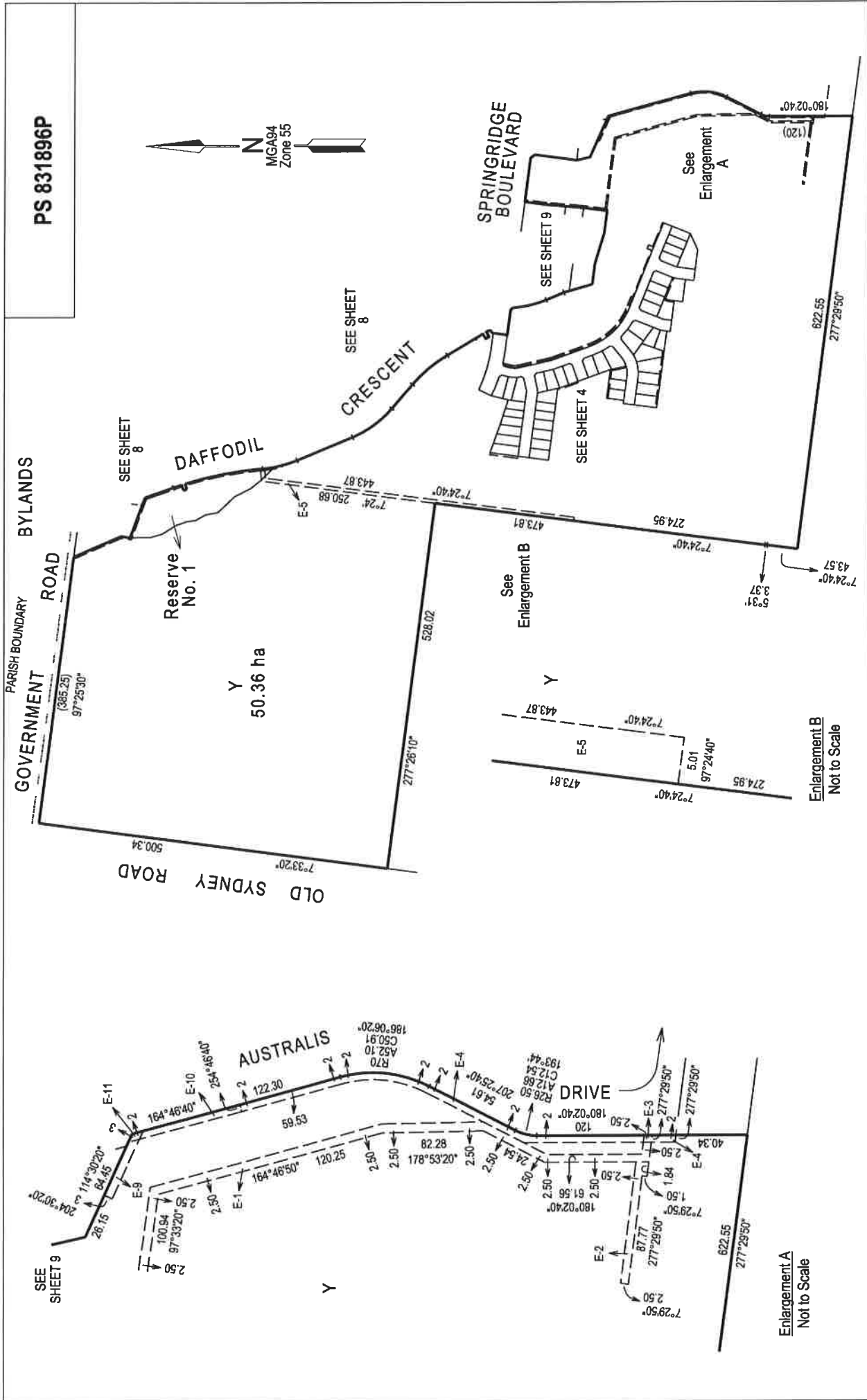
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PLAN OF SUBDIVISION				LV USE ONLY EDITION 1	PS 831896P
LOCATION OF LAND PARISH: Wallan Wallan TOWNSHIP: - SECTION: - CROWN ALLOTMENT: - CROWN PORTION: A (Part) TITLE REFERENCE: Vol. 12252 Fol. 486 LAST PLAN REFERENCE: Lot W PS 820417S POSTAL ADDRESS: Northern Highway Wallan 3756 MG94 Co-ordinates (of approx centre of land in plan) E 320 100 ZONE: 55 N 5 859 100				Council Name: Mitchell Shire Council Council Reference Number: PLS026/21 Planning Permit Reference: P304973/07 SPEAR Reference Number: S169136S Certification This plan is certified under section 6 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has not been made Digitally signed by: travis conway for Mitchell Shire Council on 10/03/2023 Statement of Compliance issued: 10/05/2023	
VESTING OF ROADS AND/OR RESERVES				NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON			Lots 1 to 900 (both inclusive) and A to X (both inclusive) have been omitted from this plan. See Sheet 10 for Creation of Restrictions. Lots 901 to 946 (both inclusive) are affected by MCP AA8545.	
Road R-1	Mitchell Shire Council				
Reserve No. 1	Mitchell Shire Council				
Reserve No. 2	Ausnet Electricity Services Pty Ltd ABN 91 064 651 118				
NOTATIONS					
Depth Limitation: Does not apply.					
Survey: This plan is to not based on survey. This survey has been connected to permanent marks no(s) 101, 102 and Pretty Sally ECC 1985 in Proclaimed Survey Area No. 53. Staging: This is is not a staged subdivision. Planning Permit No. P304973/07					
EASEMENT INFORMATION					
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
	See Sheet 2 for Easement Information				
			SURVEYORS FILE REF: 1088/Stg 9 VERSION: 7 Digitally signed by: Thomas Robert Marks, Licensed Surveyor, Surveyor's Plan Version (7), 28/11/2022, SPEAR Ref: S169136S		ORIGINAL SHEET SIZE: A3 SHEET 1 of 10
SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930 PH (03) 9775 4555 www.charltondegg.com.au			PLAN REGISTERED TIME: 2.02PM DATE: 18/5/23 B. POWELL Assistant Registrar of Titles		

PLAN OF SUBDIVISION			LV USE ONLY EDITION	PS 831896P
EASEMENT INFORMATION				
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1 & E-14	Drainage	See Diag.	PS 804181M	Mitchell Shire Council
E-1, E-3 & E-14	Sewerage	See Diag.	PS 804181M	Yarra Valley Water Limited
E-2	Sewerage	See Diag.	PS 820416U	Yarra Valley Water Limited
E-3 & E-4	Telephone Services	See Diag.	PS 540322P	Land in PS 540322P
E-3 & E-4	Powerline	See Diag.	PS 540322P Section 88 Electricity Industry Act 2000	SPI Electricity Pty Ltd
E-5 & E-6	Water Supply	See Diag.	PS 816064Y	Yarra Valley Water Limited
E-6 & E-17	Powerline	See Diag.	PS 816064Y Section 88 Electricity Industry Act 2000	Ausnet Electricity Services Pty Ltd ABN 91 064 651 118
E-7	Sewerage	See Diag.	This Plan	Yarra Valley Water Corporation
E-7 & E-8	Drainage	See Diag.	This Plan	Mitchell Shire Council
E-9 & E-11	Sewerage	See Diag.	PS 630437U	Yarra Valley Water Limited
E-9 & E-11	Drainage	See Diag.	PS 630437U	Mitchell Shire Council
E-10 & E-11	Telephone Services	See Diag.	PS 630437U	Land in PS 630437U
E-10 & E-11	Powerline	See Diag.	PS 630437U Section 88 Electricity Industry Act 2000	SPI Electricity Pty Ltd.
E-12 & E-14	Powerline	See Diag.	PS 804181M Section 88 Electricity Industry Act 2000	SPI Electricity Pty Ltd.
E-13	Powerline	See Diag.	PS 804185D Section 88 Electricity Industry Act 2000	SPI Electricity Pty Ltd.
E-16	Powerline	See Diag.	PS 816055A Section 88 Electricity Industry Act 2000	SPI Electricity Pty Ltd.
E-18	Powerline	See Diag.	PS 820416U Section 88 Electricity Industry Act 2000	Ausnet Electricity Services Pty Ltd ABN 91 064 651 118
E-19	Powerline	See Diag.	PS 820417S Section 88 Electricity Industry Act 2000	Ausnet Electricity Services Pty Ltd ABN 91 064 651 118
E-20 & E-22	Powerline	See Diag.	This Plan Section 88 Electricity Industry Act 2000	Ausnet Electricity Services Pty Ltd ABN 91 064 651 118
E-20 & E-21	Supply of Water (Through Pipes and Fittings)	See Diag.	This Plan	Yarra Valley Water Corporation
			SURVEYORS FILE REF: 1088/Sig 9 VERSION: 7	ORIGINAL SHEET SIZE: A3 SHEET 2
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SCALE 1:5000		ORIGINAL SHEET SIZE: A3		SHEET 3	
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Enlargement A Not to Scale		Enlargement B Not to Scale		Digitally signed by: Mitchell Shire Council, 10/03/2023, SPEAR Ref: S169136S	
Enlargement A Not to Scale		Enlargement B Not to Scale		DEGG LAND DEVELOPMENT CONSULTANTS SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930 PH (03) 9775 4555 www.charltondegg.com.au	

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SHEET 4

ORIGINAL SHEET
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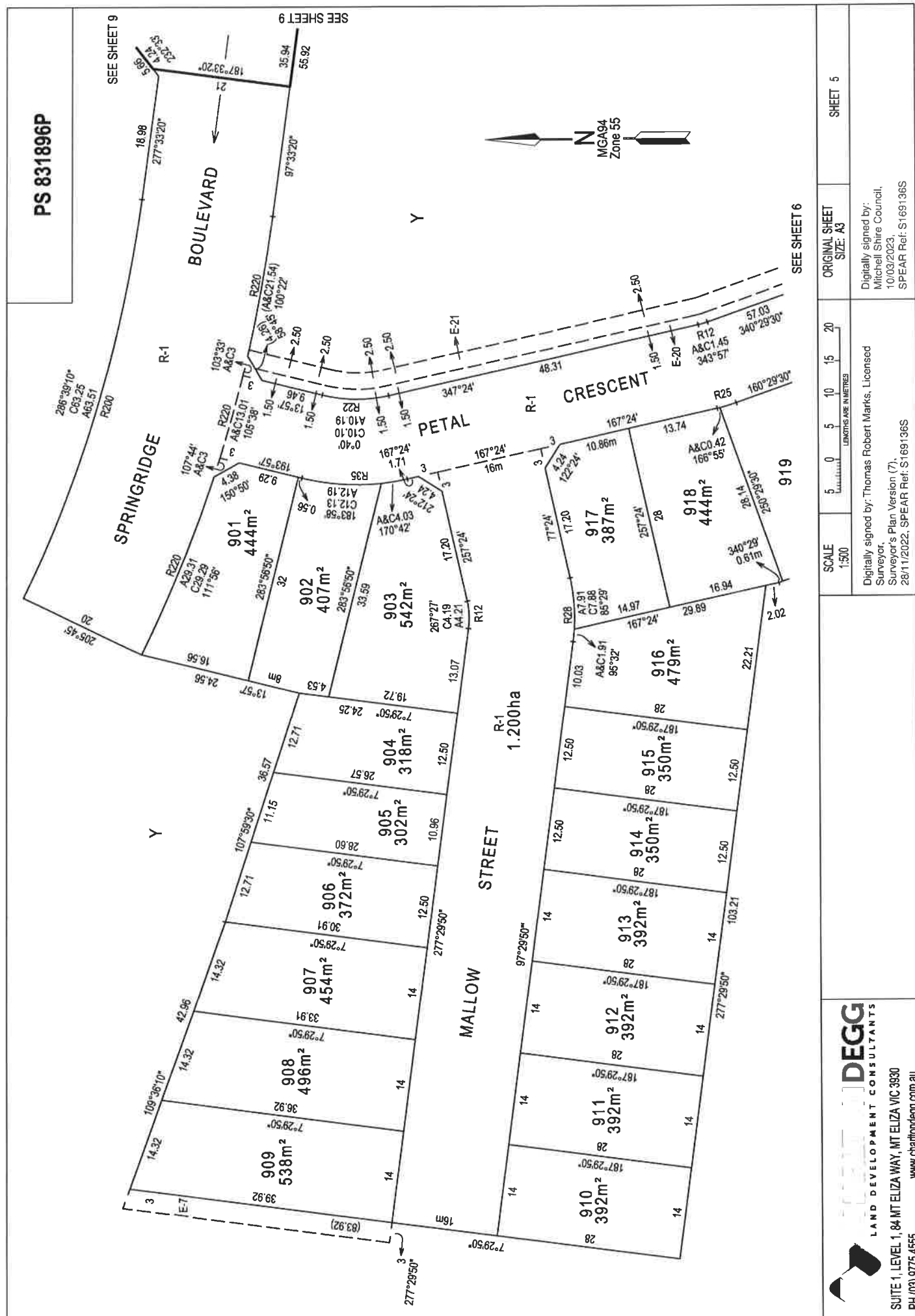
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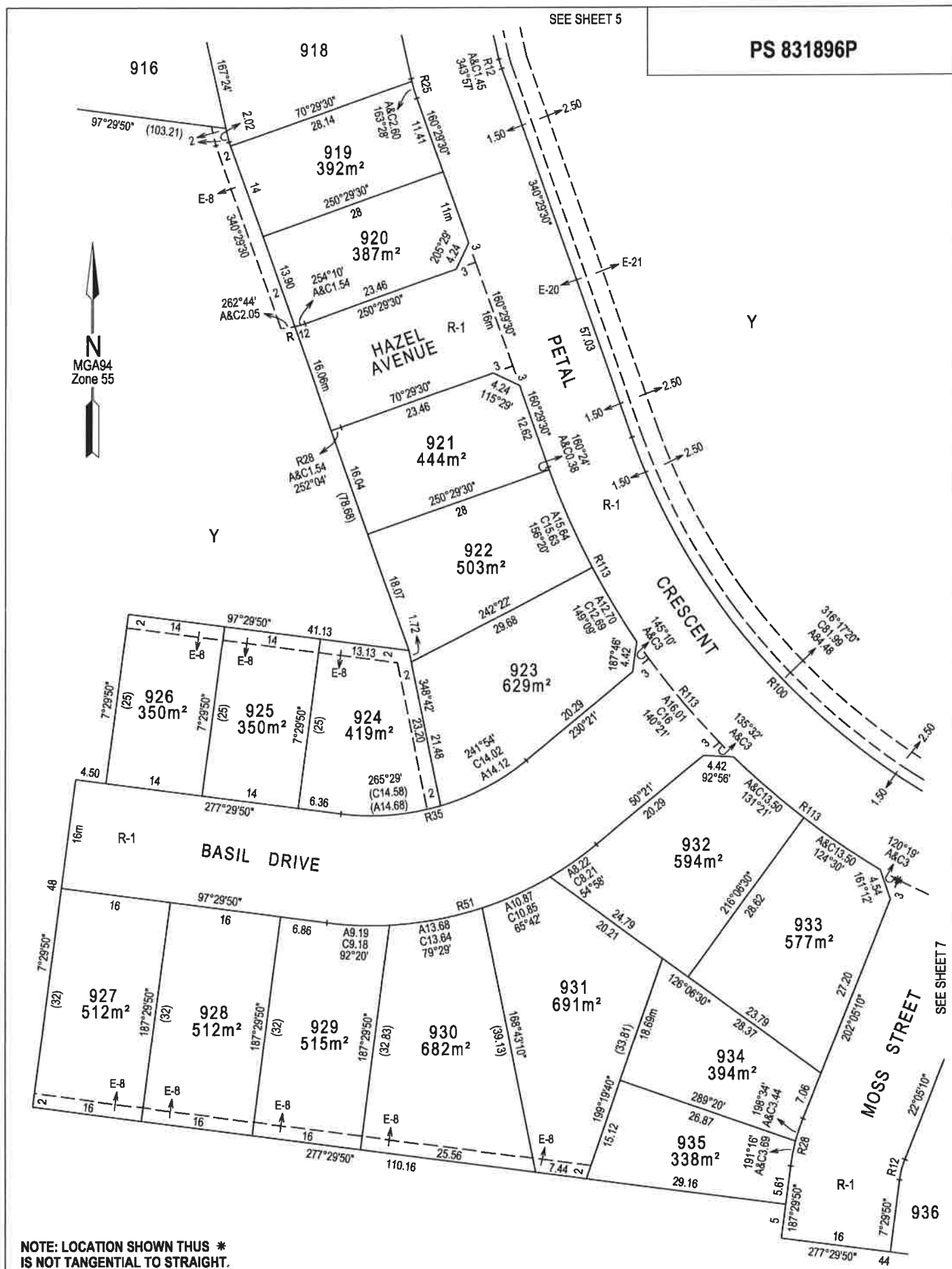


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LENGTHS ARE IN METRES

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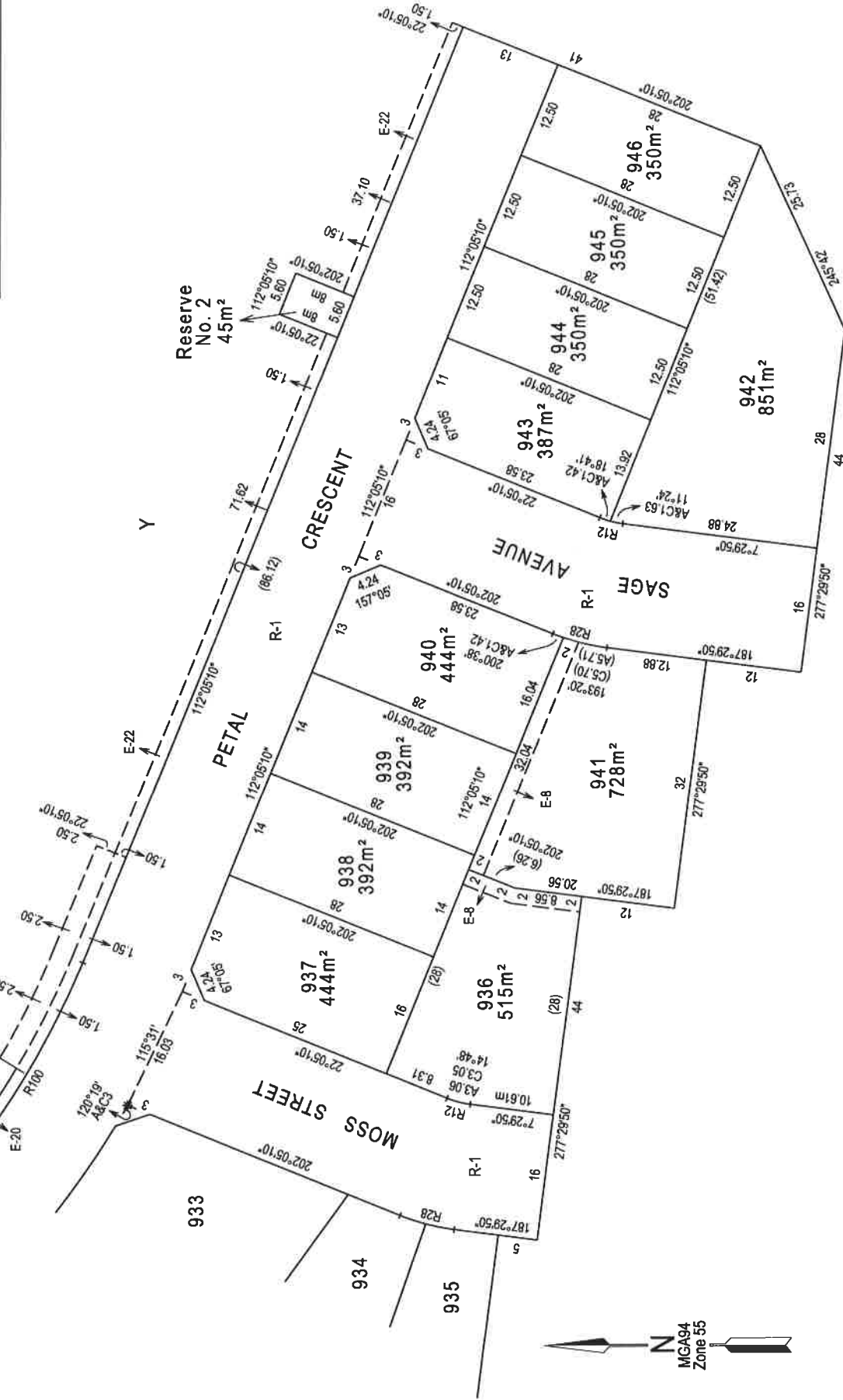
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SHEET 6

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SEE SHEET 6



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SHEET 7

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SHEET 7



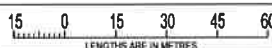
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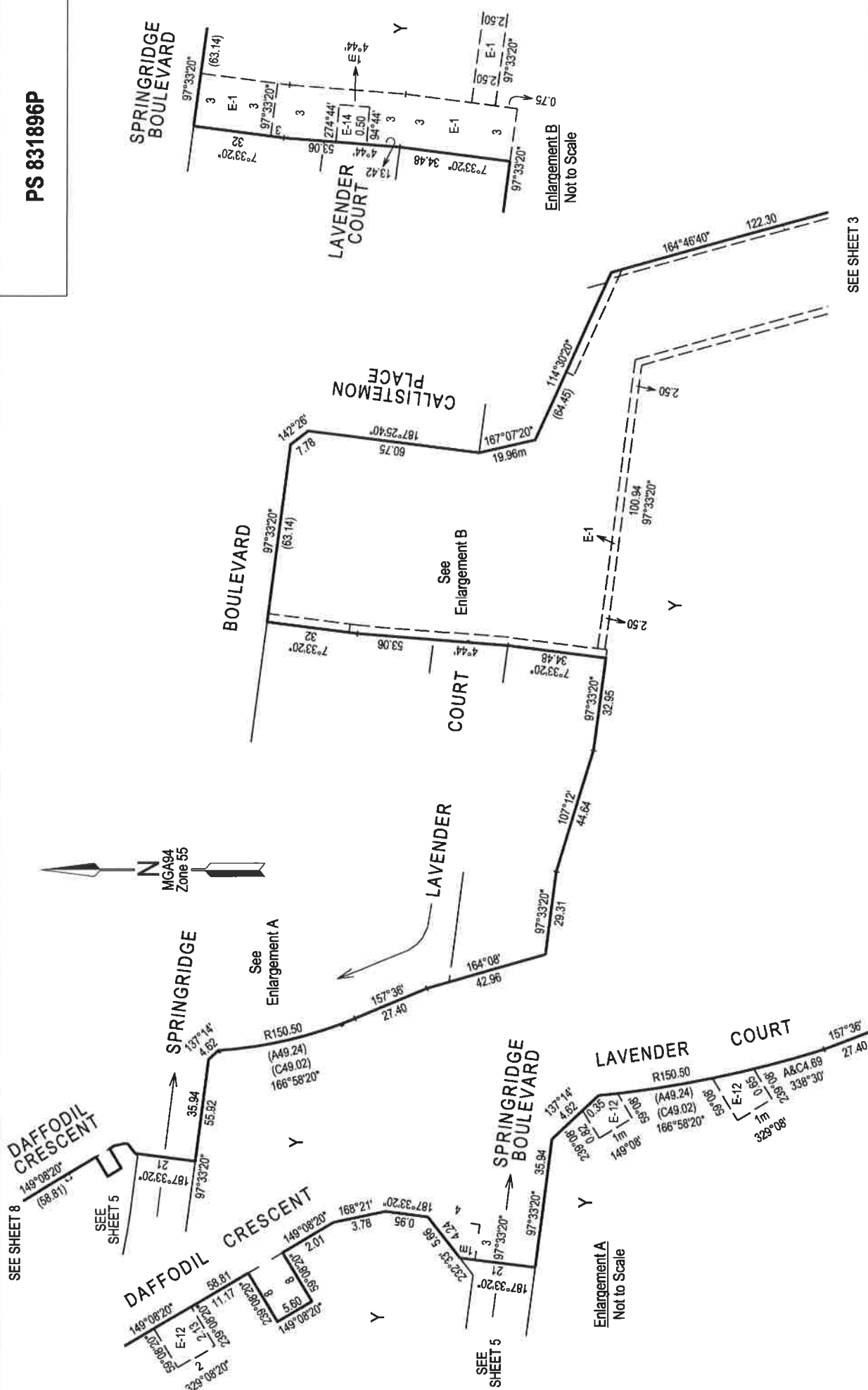
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SHEET 8

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SEE SHEET 3

SHEET 9

ORIGINAL SHEET
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PS 831896P

CREATION OF RESTRICTION A

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS TO BE CREATED.

LAND TO BENEFIT: Lots 901 to 946 (both inclusive).

LAND TO BURDEN: Lots 901 to 946 (both inclusive).

The registered proprietor or proprietors for the time being of a burdened lot to which this restriction applies shall not construct, extend or develop any lot or allow the construction, extension or development of any lot other than in accordance with MCP No. AA8545.

Restriction A shall cease to have any application after the day that is 15 years after the day upon which this plan is registered.

CREATION OF RESTRICTION B

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS TO BE CREATED.

LAND TO BENEFIT: Lots 901 to 946 (both inclusive).

LAND TO BURDEN: Lots 901 to 946 (both inclusive).

The registered proprietor or proprietors for the time being of any burdened lot shall not place, park or maintain any commercial vehicle with a carrying capacity of 2.5 tonne or greater or any caravan, boat or trailer on the burdened lot or any part of the burdened lot such that any vehicle, caravan, boat or trailer is visible from any street or any abutting or adjacent lot, or to repair any motor vehicle or boat on the burdened lot.

Restriction B shall cease to have any application after the day that is 15 years after the day upon which this plan is registered.



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AA8545

Memorandum of common provisions Section 91A Transfer of Land Act 1958

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Lodged by	
Name:	Maddocks lawyers
Phone:	03 9258 3555
Address:	Level 25, 727 Collins Street
Reference:	Springridge Stage 9 - NLEO 8541242.009
Customer code:	17223H

This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

Provisions:

A. Preliminary

- A. This MCP (Version 6) has been prepared by or on behalf of Pretty Sally Holdings Pty Ltd in order to regulate the siting, form and design of residential development in conjunction with the Springridge Design Guidelines.
- B. This MCP, in conjunction with the plan of subdivision and building envelope plan, provides the information necessary to interpret the approved building envelopes.
- C. Some of the matters addressed in this MCP are not covered by or are amendments to the Regulations and Scheme (as they may apply to each particular lot).
- D. This MCP is retained by the Registrar of Titles pursuant to-section 91(A) of the Transfer of Land Act.

B. Provisions

- A. Any building:
 - a) to be constructed on lots to which this MCP applies; and
 - b) for which the construction would require a building permit, must be sited within the approved building envelope subject to:
 - c) any specific encroachments allowed outside the approved building envelope pursuant to this MCP; and
 - d) the restrictions imposed by this MCP, the plan of subdivision and any other applicable control.

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V3

1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in instruments and plans.

91ATLA

Page 1 of 14

THE BACK OF THIS FORM MUST NOT BE USED

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Memorandum of common provisions

Section 91A Transfer of Land Act 1958

1. Minimum street setbacks

- 1.1. The building on a lot must be set back from a street front boundary in accordance with the applicable setback identified in the building envelope plans
- 1.1.1. Lots between 451m² to 600m² may encroach into the minimum street setback by no more than 1 metre.
- 1.1.2. Lots greater than 600m² may encroach into the minimum street setback by no more than 2 metres.
- 1.1.3. Allowable encroachments include:
- a) Façade treatments, balconies, verandahs, open porches, and porticos that are less than 6.6 metres high;
 - b) Eaves, fascias and gutters

2. Floor Area

- 2.1. Single storey dwellings must have a ground floor area (excluding garages) of no less than:

Allotment Size (m ²)	Minimum Floor Area (m ²)
300 – 350	-
351 – 450	100 (10.76 squares)
451 – 600	140 (15.07 squares)
601+	170 (18.30 squares)

3. Side and rear setbacks

- 3.1. The building on a lot must be set back from side and rear boundaries in accordance with the applicable setback profiles as identified in the building envelope plans.
- 3.2. If a lot is shown with a profile identifier codes A and B on opposite boundaries, the codes may be interchanged.

4. Walls on boundaries

- 4.1. Construction within 200mm of a boundary is only permitted where the setback profiles identified in the building envelope plans indicate a building area on the boundary & the lot has a frontage of less than 12.5 metres;
- 4.2. Construction of a garage wall within 200mm of a boundary is only permitted where the setback profiles identified in the building envelope plans indicate a building area on the boundary.

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

5. Fencing

5.1. All fencing:

- 5.1.1. Must be a minimum of 1.8 metres in height;
- 5.1.2. Must be constructed of timber palings;
- 5.1.3. Along any side boundary that abuts a road must finish no less than 1 metre from the front dwelling façade;
- 5.1.4. Along any side boundary of any large corner lot which abuts a road must be no less than the maximum length allowable pursuant to 5.1.3;
- 5.1.5. Along any side boundary of any large corner lot which abuts a road must contain a minimum of two inverted bays (in which the fence inverts into the burdened lot), each bay being 3 metres in length and 600mm in depth;
- 5.1.6. Must be limited to the rear boundary and the side boundaries pursuant to 5.1.3, 5.1.4 & 5.1.5;
- 5.1.7. Along a side boundary that does not abut a road and where the height difference to the adjoining lot exceeds 1.0m, can be built to the front boundary where the height of the fence cannot exceed more than 1.2 metres within 3 metres of the front boundary and must taper to a height of 1.8 metres at 5 metres from the front boundary. This must be documented on the building plans to be approved by the DRC as required by the Springridge Design Guidelines.

6. Water Tanks

6.1. Water tanks must be installed with any dwelling constructed and must have:

- 6.1.1. A minimum capacity of 2500 litres on lots 300m² or less, or
- 6.1.2. A minimum capacity of 5000 litres on lots 301m² or more.

7. Signage

- 7.1. Written consent from Pretty Sally Holdings Pty Ltd must be obtained to erect or permit to be erected or remain any advertising hoarding sign or similar structure to display any advertisement sign or notice unless a dwelling has been fully constructed and a sign of no greater than 4m² in size is erected advertising the sale of the lot and is removed the day that is 10 days after the registered proprietor sells the burdened lot.

8. Clothes Drying

- 8.1. Any clothes airing or drying facilities must be positioned at all times in an area that is not visible from outside of the burdened lot.

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

9. Retaining Walls

- 9.1. The Retaining Walls provide benefit to any lot that abuts, regardless of whether the retaining wall is located on their lot. These provisions apply to the registered proprietor on the high lot as well as the registered proprietor on the lower lot:
- 9.1.1. The registered proprietor must engage the services of a suitably qualified engineer, prior to building any structure, including but not limited to, dwellings, sheds, garages and driveways, on the lot to ensure that the structure does not negatively impact on the structural integrity of the retaining wall;
- 9.1.2. The registered proprietor is allowed to construct fencing on the retaining walls pursuant to Clause 5;
- 9.1.3. The registered proprietor of the lower lot is responsible for maintain the retaining wall.

10. Lot Maintenance/ Construction

- 10.1. Only 1 dwelling is permitted to be constructed on any burdened lot.
- 10.2. Further subdivision of any lot to create additional lots is not permitted.
- 10.3. The registered proprietor must ensure that any dwelling or fencing must not fall into a state of disrepair, or allow excessive weeds or rubbish (including motor vehicle bodies and construction materials) to accumulate on a burdened lot.

11. Construction Approval

- 11.1. No dwelling or fencing on a burdened lot shall be constructed without obtaining the written consent of Pretty Sally Holdings Pty Ltd.

12. Notes on this MCP

- 12.1. In the case of conflict between the building envelope plans, the Springridge Design Guidelines and these written notations, the specifications in the written notations prevail.
- 12.2. Ground level after engineering works associated with subdivision is to be regarded as natural ground level.
- 12.3. Buildings must not cover registered easements unless approved by the relevant authority.
- 12.4. The construction of a building which is contrary to the requirements of this MCP may occur with the written consent of Pretty Sally Holdings Pty Ltd and the Responsible Authority, where consent of the Responsible Authority is required by the Scheme, any planning permit affecting the lot or by operation of the law.

Memorandum of common provisions

Section 91A Transfer of Land Act 1958

13. General Definitions

In this MCP:

- 13.1. **approved building envelope** means the building envelope shown for a particular lot in the building envelope plans and has the same meaning as in regulation 71 of the Regulations;
- 13.2. **building** has the same meaning as in the Building Act;
- 13.3. **Building Act** means the act of the Victorian Parliament known as the Building Act 2018 and any re-enactment or replacement of that act;
- 13.4. **building envelope** means an area within each lot (defined by the particular lot setbacks) where development of a dwelling, shed, garage is allowed subject to the particular provisions of this MCP and the Scheme;
- 13.5. **building envelope plans** means the plans which are attached to this MCP which show the approved building envelopes, setback requirements and other related matters for individual lots within the plan of subdivision;
- 13.6. **dwelling** has the same meaning as in the Scheme;
- 13.7. **Encroachment** means any part of a building, other than eaves not more than 450 millimetres wide, located forward of the front wall of the building (such as porch, verandah, portico and the like);
- 13.8. **Frontage** has the same meaning as in the Scheme;
- 13.9. **Front boundary** means;

In the case of a lot where only one boundary abuts a road, that boundary which abuts the road, or;

In the case of a lot where more than one boundary abuts a road, the shortest of the boundaries which abuts a road and where there is a splayed corner on a lot, that part of the boundary which is created by the splay (the corner sections) shall be disregarded.
- 13.10. **Large corner lot** means a lot which has two boundaries which abut a road, and which has an area of 460m² or greater.
- 13.11. **lot** has the same meaning as in the Subdivision Act 1988 and any re-enactment or replacement of that act;
- 13.12. **MCP** means this memorandum of common provisions;
- 13.13. **plan of subdivision** means the plan of subdivision to which this MCP is incorporated by way of a restrictions on that plan of subdivision;
- 13.14. **Pretty Sally Holdings Pty Ltd** means Pretty Sally Holdings Pty Ltd ACN 111 744 382 or any associated entity or entities.
- 13.15. **Regulations** means the Building Regulations 2018 or any subsequent regulations made pursuant to the Building Act which relate to the siting of a Building;

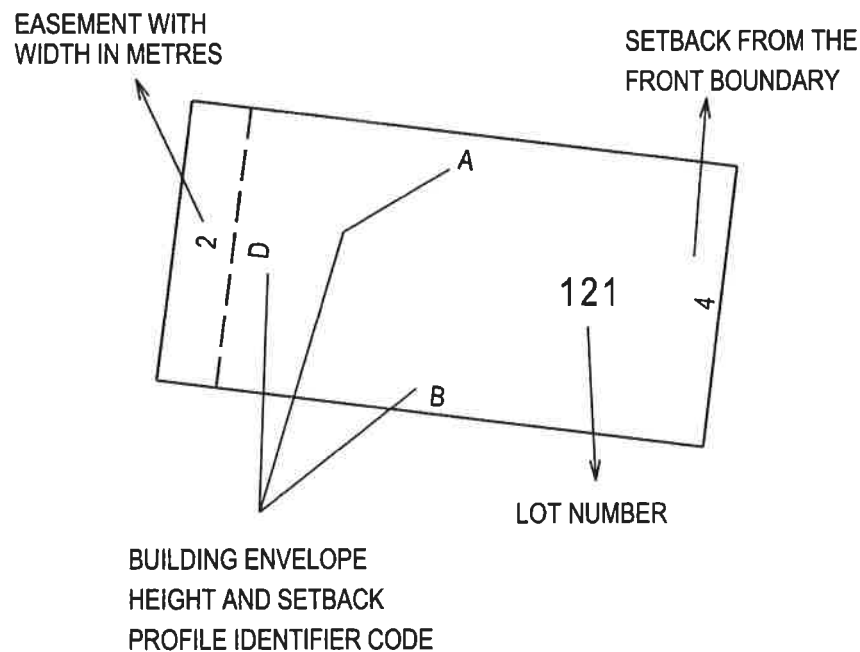
Memorandum of common provisions
Section 91A Transfer of Land Act 1958

- 13.16. **Retaining Wall** means any retaining wall shown on the civil engineering plans approved by the Responsible Authority;
- 13.17. **Road** means any kind of road, street, lane or other vehicular access way whatsoever and has the same meaning as in the Road Management Act 2004 and any re-enactment or replacement of that act;
- 13.18. **Scheme** means the planning scheme of the local authority responsible for the land contained within the plan of subdivision;
- 13.19. **setback** has the same meaning as in the Regulations;
- 13.20. **side boundary** means a boundary of a lot that runs between and connects the street frontage of the lot to the rear boundary of the lot;
- 13.21. **Springridge Design Guidelines** means the design guidelines prepared by Pretty Sally Holdings Pty Ltd, as amended from time to time.
- 13.22. **street**, for the purposes of determining street setbacks, means any road other than a footway or carriageway easement;

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

14 Diagrams and Plans

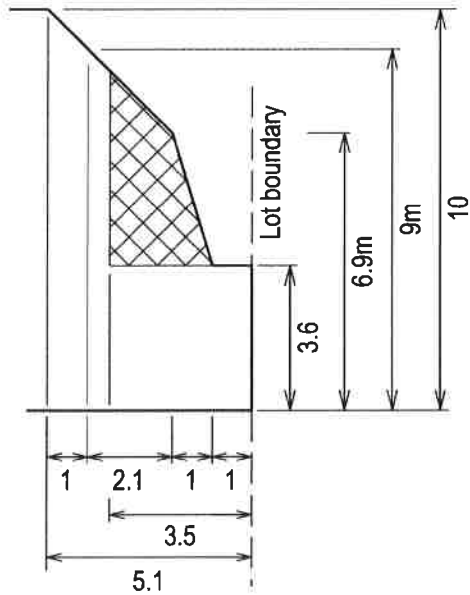
- 14.1 Diagram illustrating the interpretation of the building envelope and the annotation with respect to all edge lots in this stage development



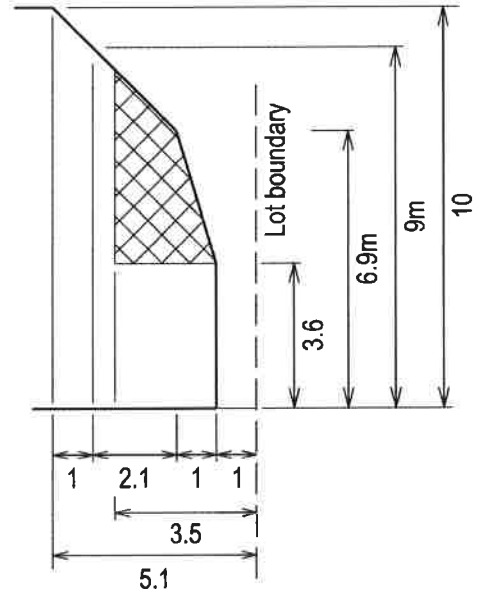
Memorandum of common provisions

Section 91A Transfer of Land Act 1958

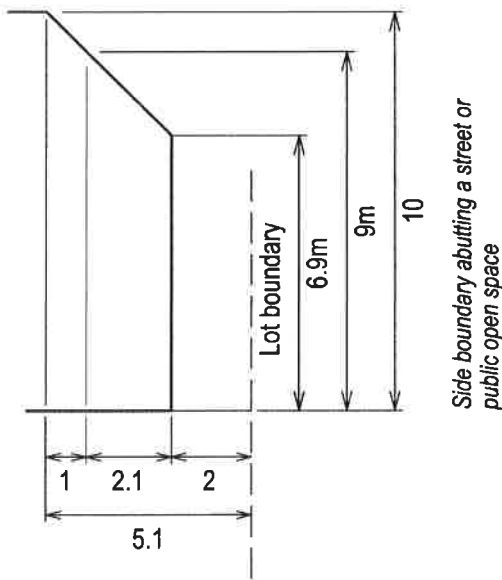
14.2 Building height & setback profiles referenced in the building envelope plan



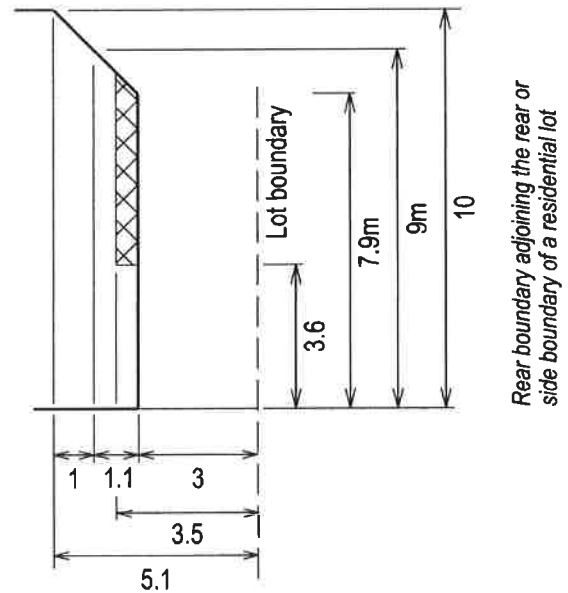
PROFILE (A)



PROFILE (B)



PROFILE (C)



PROFILE (D)

EASEMENT REQUIREMENT

WHERE A PROFILE WHEN APPLIED COVERS AN EASEMENT, THE PORTION OF THE PROFILE ABOVE THE EASEMENT CANNOT BE CONSIDERED FOR APPROVAL/BUILT UPON. THIS MAY VARY ONLY IN THE CIRCUMSTANCES WHERE BUILDING ON THE EASEMENT RECEIVES PRIOR WRITTEN CONSENT OF THE RELEVANT AUTHORITY.

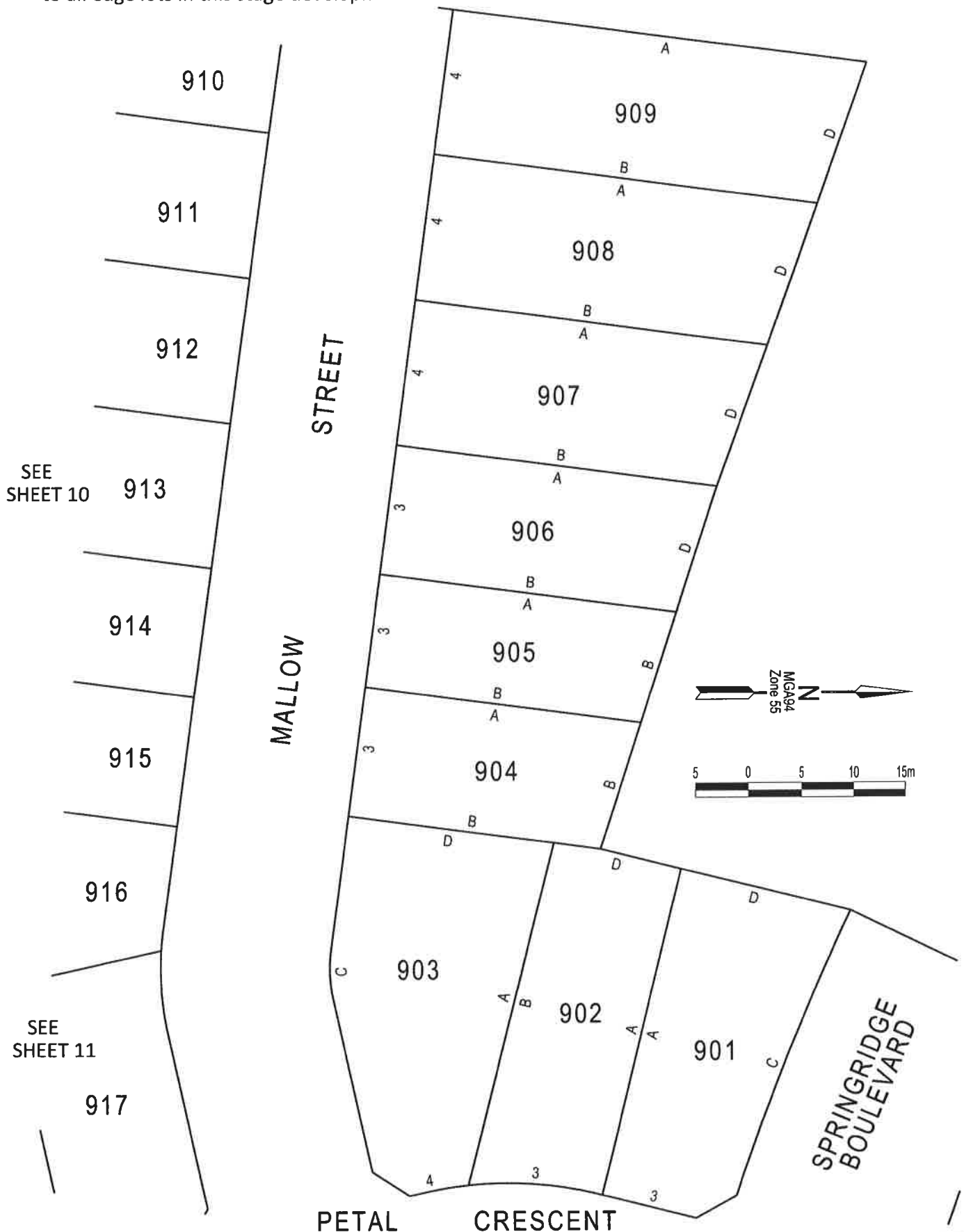


OVERLOOKING CONTROL AREA
(refer 'overlooking' in Building Regulations 2018)

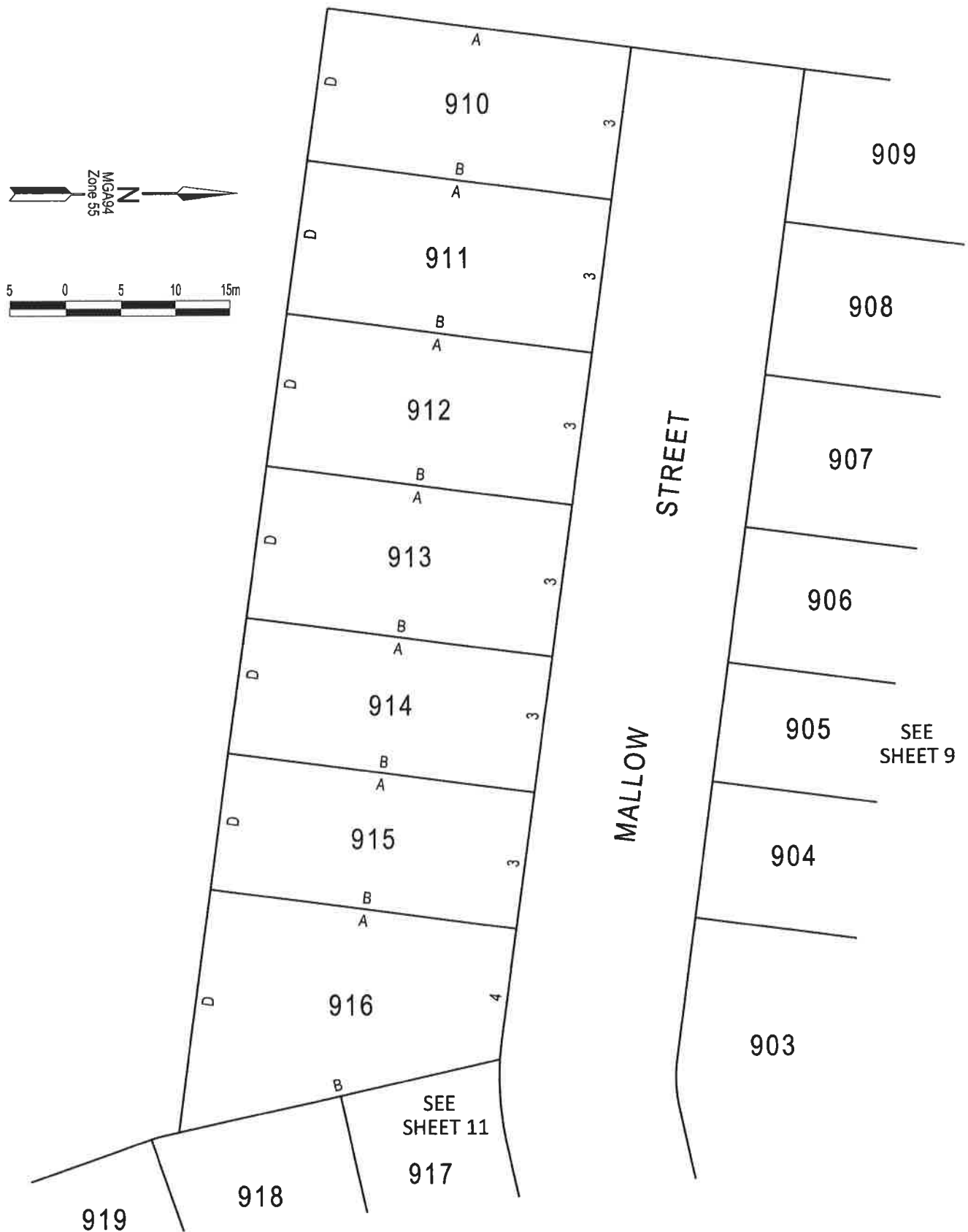
ALL DIMENSIONS ARE IN METRES UNLESS NOTED OTHERWISE

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Section 91A Transfer of Land Act 1958

14.3 Diagram illustrating the interpretation of the building envelope and the annotation with respect to all edge lots in this stage development

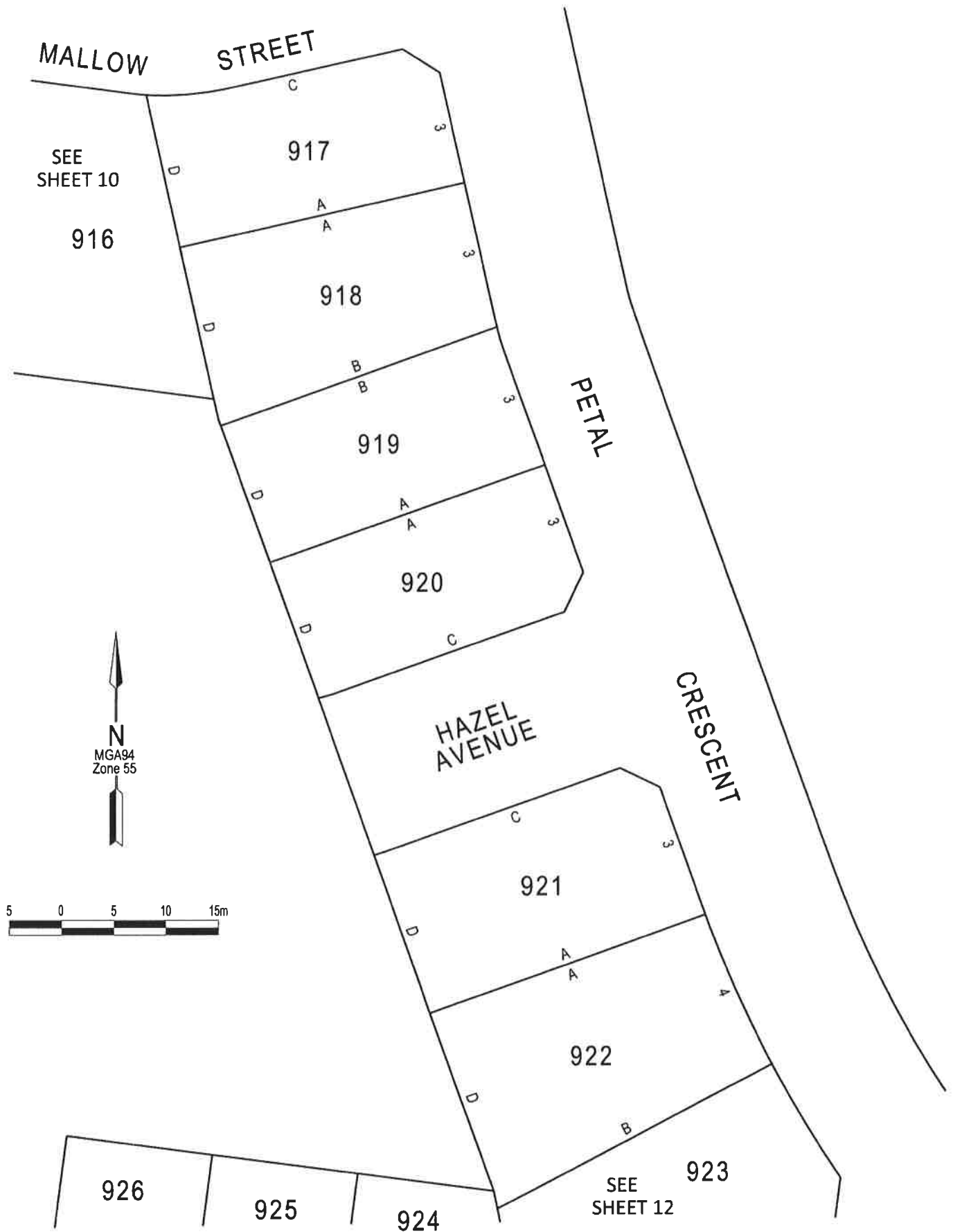


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Memorandum of common provisions
Section 91A Transfer of Land Act 1958

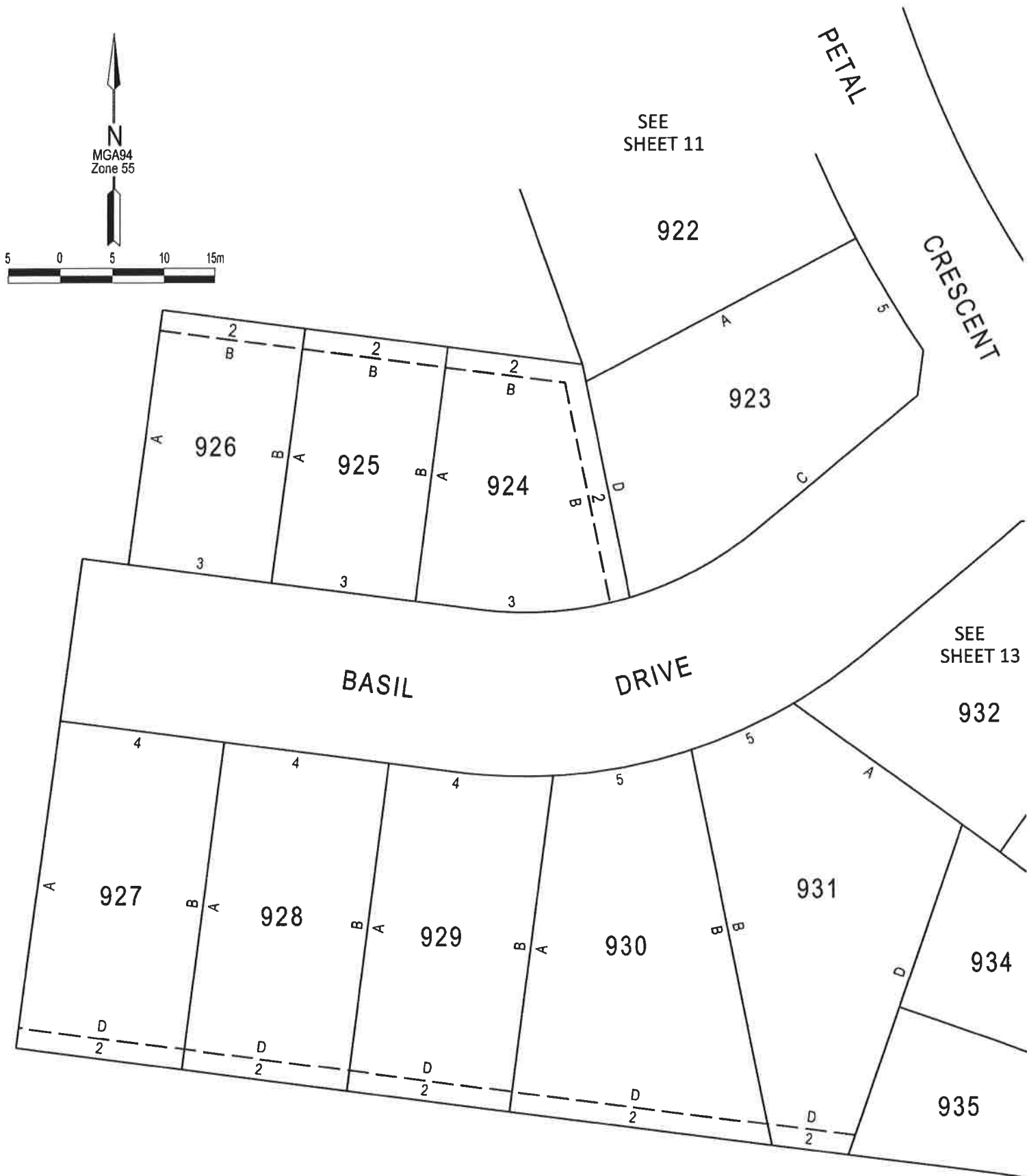
SEE SHEET 9



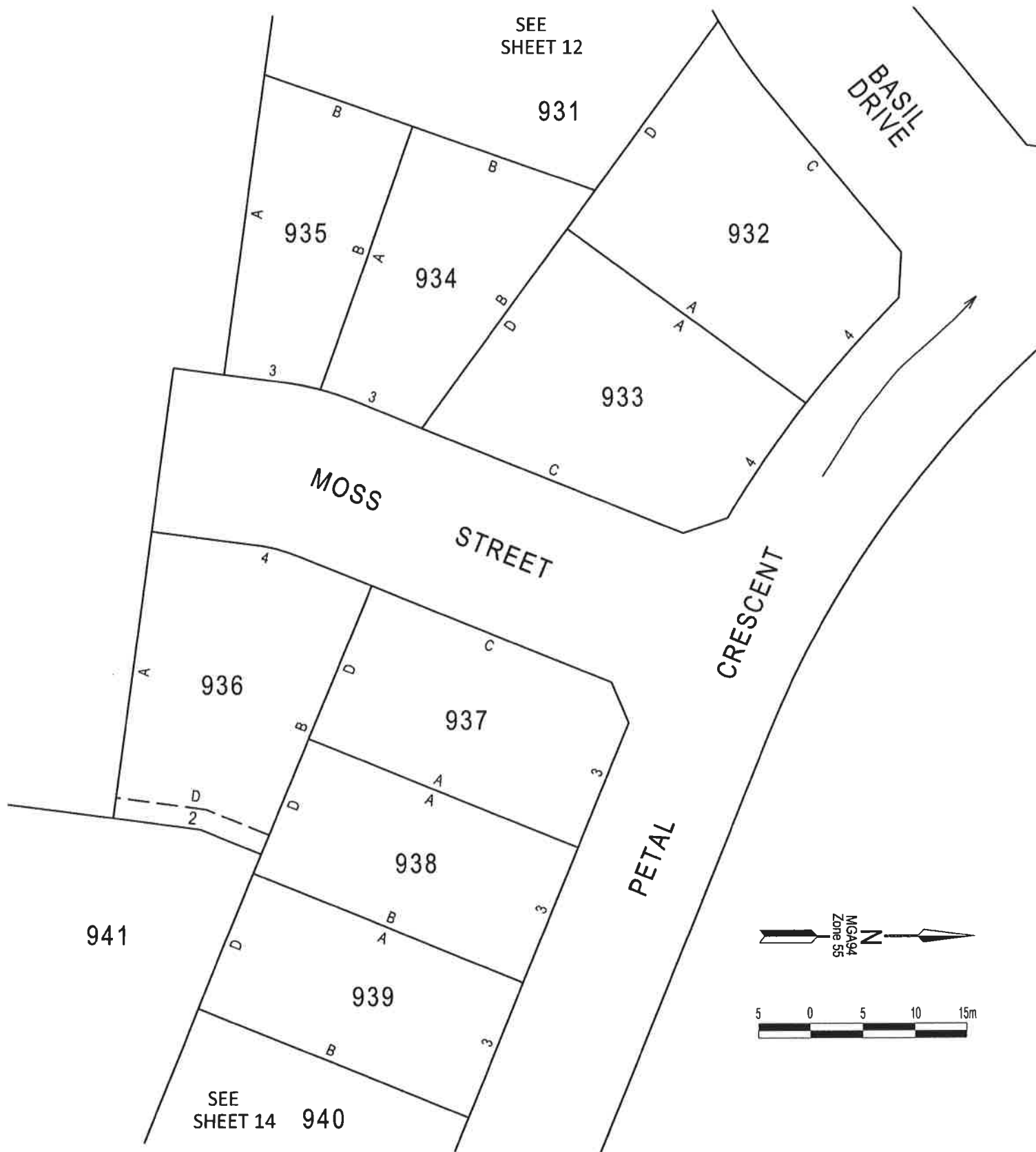
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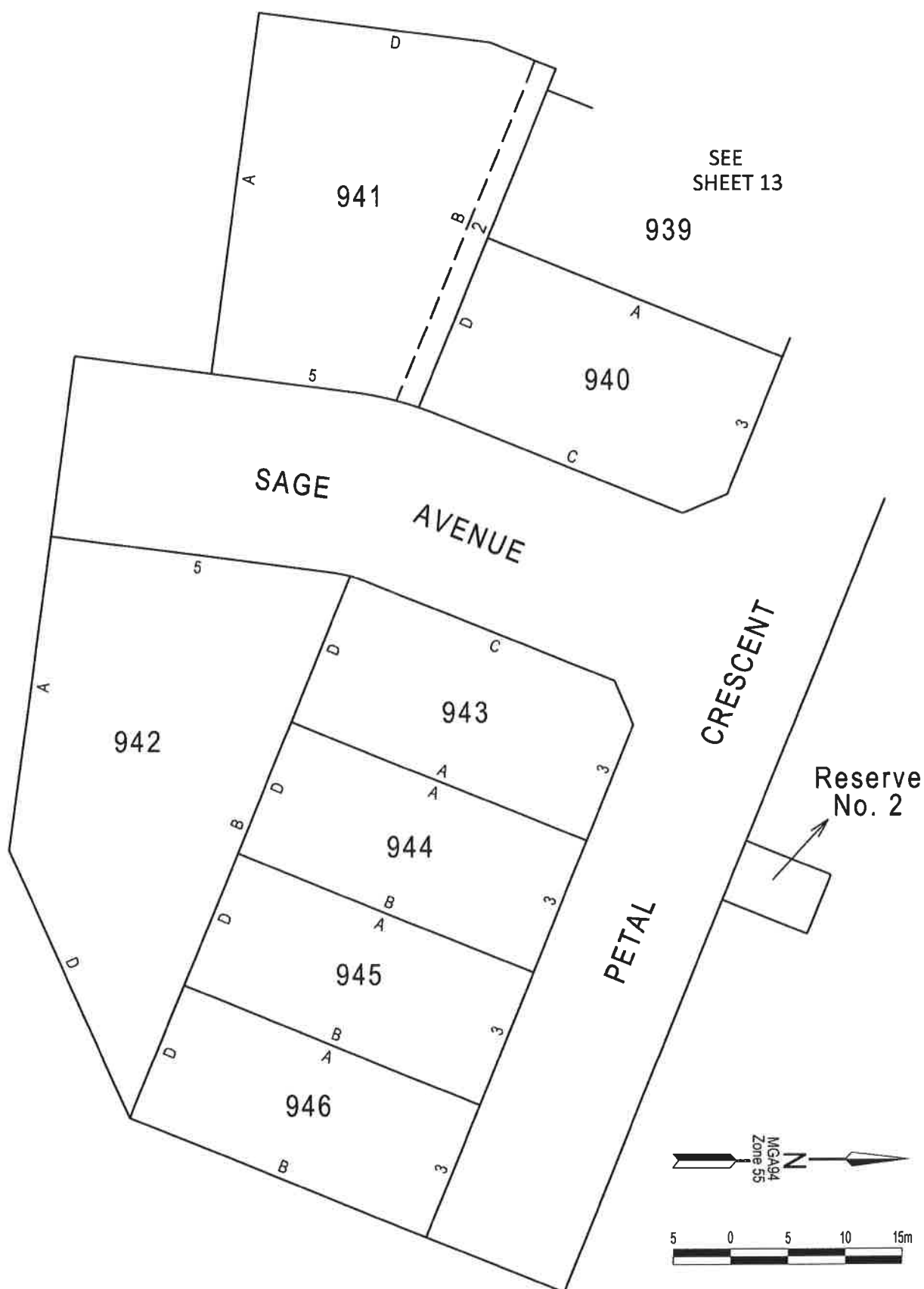
Memorandum of common provisions
Section 91A Transfer of Land Act 1958



Memorandum of common provisions
Section 91A Transfer of Land Act 1958



Memorandum of common provisions
Section 91A Transfer of Land Act 1958



PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 27 June 2023 02:52 PM

PROPERTY DETAILS

Address: **3 SAGE AVENUE WALLAN 3756**
Lot and Plan Number: **Lot 942 PS831896**
Standard Parcel Identifier (SPI): **942\PS831896**
Local Government Area (Council): **MITCHELL**
Council Property Number: **129764**
Planning Scheme: **Mitchell**
Directory Reference: **Melway 647 J3**

www.mitchellshire.vic.gov.au

[Planning Scheme - Mitchell](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **KALKALLO**

OTHER

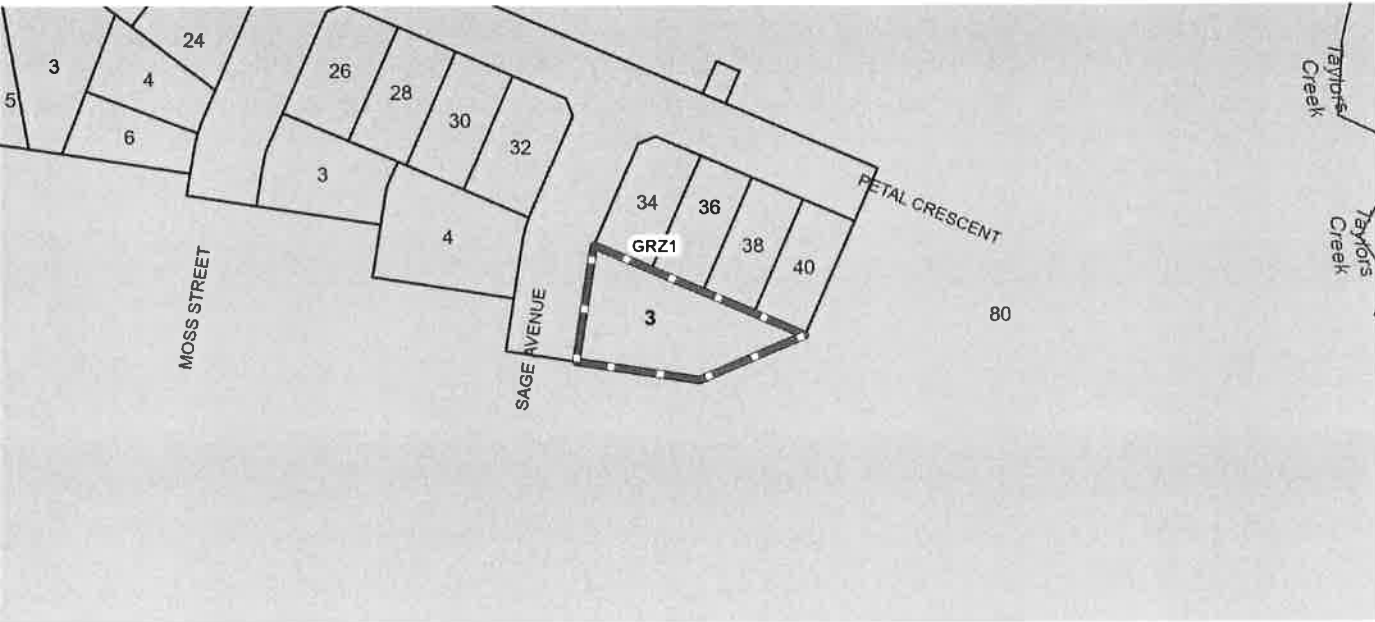
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



GRZ - General Residential

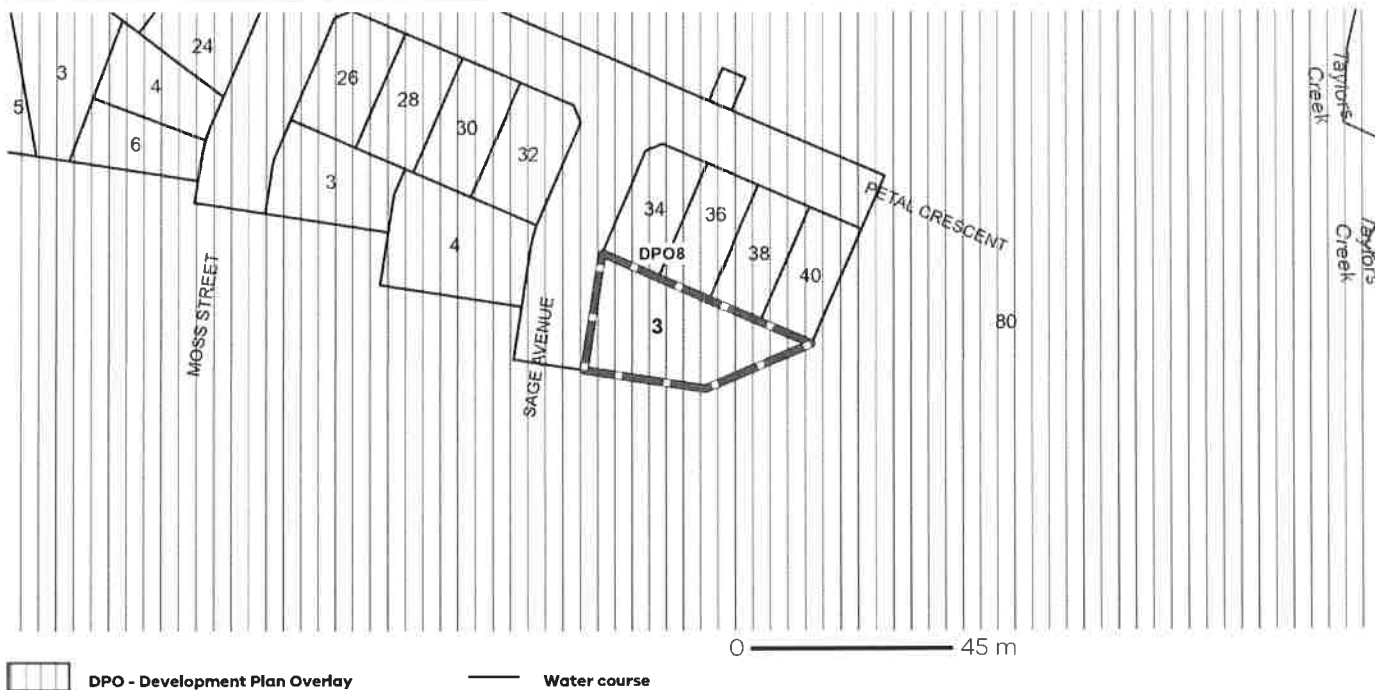
Water course

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

Planning Overlay

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 8 (DPO8)



DPO - Development Plan Overlay

Water course

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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

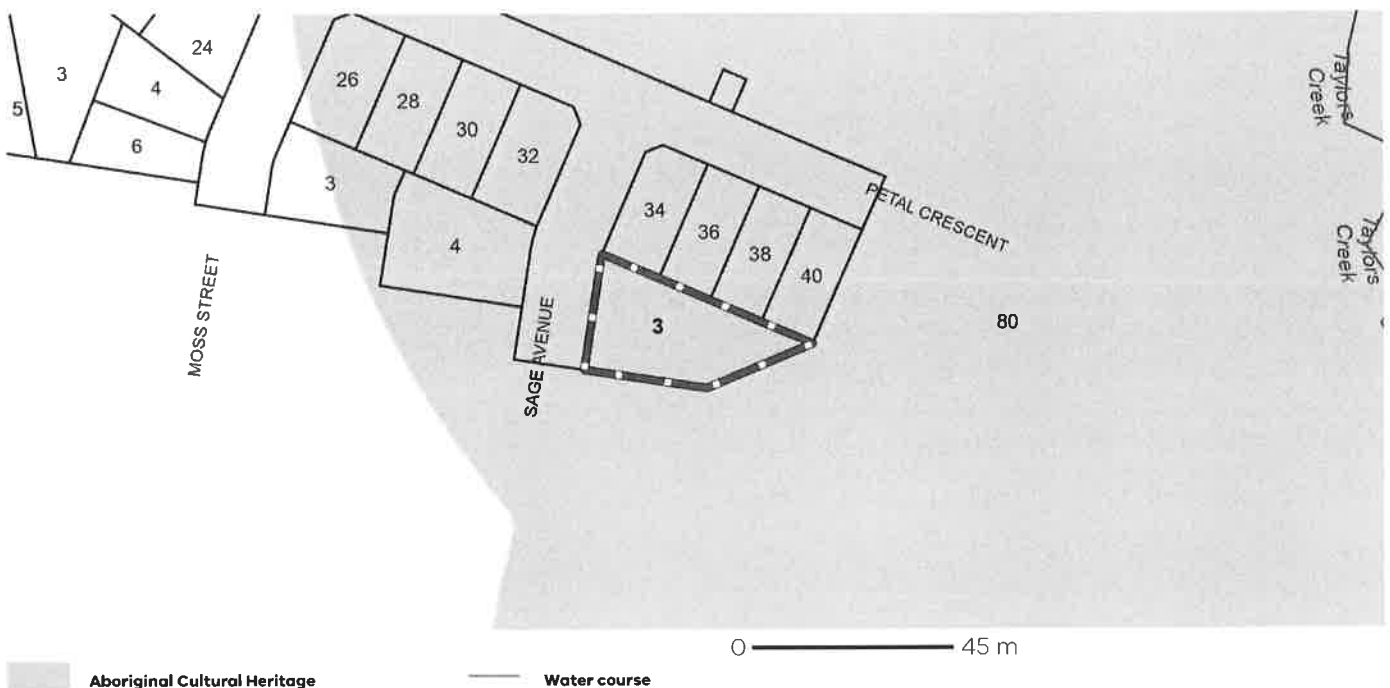
Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to

<http://www.gov.nms.net.au/govQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018,

can also be found here - <https://www.aboriginal.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 22 June 2023.

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

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

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

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

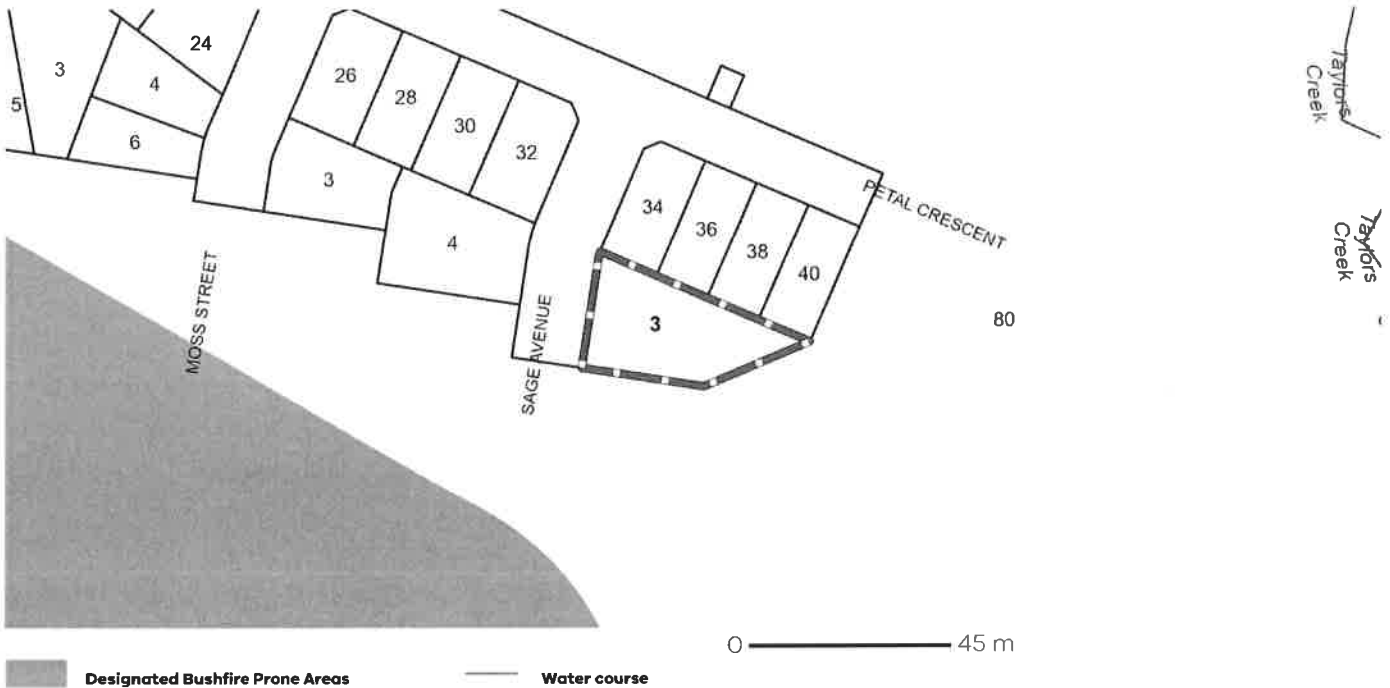
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#).

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](#)

LAND INFORMATION CERTIFICATE

Section 121 of the *Local Government Act 2020*

This Certificate provides information regarding valuations, rates, charges, fire services property charges other monies owing and any orders or notices made under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958, Fire Services Property Levy Act 2012 or under local laws of the Council. This Certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or relevant authority. A fee may be charged for such information.

Applicant:	Landata	Issue Date:	07/07/2023
	DX 250639	Certificate No:	LIC23\1182
	MELBOURNE		
Your Reference:	69367436-020-6	Property Number:	126025

Property Location	646 Northern Highway WALLAN VIC 3756	
Title Description:	Lot 901-946 Y RES1 & RES2 - PS831896	Land Area (ha): 54.51

Site Value:	\$16353000	Capital Improved Value	\$16353000	Net Annual Value:	\$817650
Level Date:	01/01/2023	Effective Date:	01/07/2023		

Valuation Basis: Capital Improved Value

RATES, CHARGES AND OTHER MONIES for the year ending 30th June 2024

Details of Rates, Charges, Outstanding Notices and Works:

Credit Brought Forward	(\$19347.00)
Current Year's Rates	
General Rate - Subdivisional	\$85836.80
Municipal Charge	\$219.45
Fire Services Property levy - Fixed	\$125.00
Fire Services Property levy - Variable	\$752.20
Balance Outstanding	\$67586.45

Mitchell Shire Council

LAND INFORMATION CERTIFICATE (Cont.)

Property Location: 646 Northern Highway
 WALLAN VIC 3756
 Property Number: 126025

Certificate No: LIC23\1182

ADDITIONAL INFORMATION:

The land contained in your application (Lot 942 PS831896) is NOT separately rated and currently forms part of this assessment.
Please note that any credit or debit balance remaining on a parent assessment will be apportioned to all rateable child assessments on completion of any supplementary valuation.

IMPORTANT NOTES:

1. This certificate may be updated verbally for up to three (3) months from the date of. It should be noted that Council will only be held responsible for information given in writing. You are encouraged to obtain an update of this certificate as close to settlement as possible.
2. Rates and Charges not paid by the due dates are subject to penalty interest. Interest will continue to accrue at the rate fixed under Section 2 of the *Penalty Interest Rate Act* 1983 until such time as payment of outstanding rates and charges is received.
3. This Land Information Certificate does not contain any information about the planning controls that apply to the land. Planning controls may regulate the use or development of the land. You should make enquiries of Council through its Planning Department or apply for a planning certificate under the *Planning and Environment Act* 1987 to ascertain the planning controls that may apply to the land.
4. Payments are subject to clearance by the bank.
5. In accordance with Section 122 of the Local Government Act 2020, a notice of acquisition must be provided to Council within one month of the acquisition of land. Failure to provide this notice may make the person acquiring the land guilty of an offence.

For further information, please contact Council's Revenue Office on (03) 5734 6200 or at mitchell@mitchellshire.vic.gov.au

Receipt for the sum of \$28.80 being the appropriate fee for this certificate is acknowledged.

I hereby certify that as at the date of issue of this Certificate, the information given in this Certificate is true and correct and conforms with the requirements of the appropriate section of the Local Government Act 2020.



Authorised Officer – Mitchell Shire Council



Biller Code: 93807
 Ref: 1260256



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

27th June 2023

Tara
Sargeants Wallan

Dear Tara,

RE: Application for Water Information Statement

Property Address:	3 SAGE AVENUE WALLAN 3756
Applicant	Tara Sargeants Wallan
Information Statement	30776229
Conveyancing Account Number	4900680000
Your Reference	23/7922

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Steve Lennox".

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Yarra Valley Water Property Information Statement

Property Address	3 SAGE AVENUE WALLAN 3756
------------------	---------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.



YARRA VALLEY WATER
ABN 93 066 902 561

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Melbourne Water Property Information Statement

Property Address	3 SAGE AVENUE WALLAN 3756
------------------	---------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)
















Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground / open drain, this property could be affected by overland flows. For further information please contact Melbourne Water on 9679 7517.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



Yarra Valley Water Information Statement Number: 30776229	Address		3 SAGE AVENUE WALLAN 3756		 Yarra Valley Water ABN 93 066 902 501	
	Date		27/06/2023			
	Scale		1:1000			
						
Existing Title		Access Point Number	GLV2-42	MW Drainage Channel Centreline		Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd: - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets; - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information; - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline		
Easement		Sewer Pipe Flow		MW Drainage Manhole		
Existing Sewer		Sewer Offset		MW Drainage Natural Waterway		
Abandoned Sewer		Sewer Branch				



YARRA VALLEY WATER
ABN 93 365 902 501

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yvw.com.au

Tara
Sargeants Wallan
office@sargeantswallan.com

RATES CERTIFICATE

Account No: 2373685258
Rate Certificate No: 30776229

Date of Issue: 27/06/2023
Your Ref: 23/7922

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
3 SAGE AVE, WALLAN VIC 3756	942\PS831896	5291831	Residential

Agreement Type	Period	Charges	Outstanding
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$0.00
Total for This Property			\$0.00

The property above forms part of the property for which the charges below are applicable

Property Address	Lot & Plan	Property Number	Property Type
646 NORTHERN HWY, WALLAN VIC 3756	WPS820417	5251839	Superseded

Agreement Type	Period	Charges	Outstanding
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$0.00
Total for This Property			\$0.00

Total Due \$0.00

GENERAL MANAGER
RETAIL SERVICES

Note:

- Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
- This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due

and payable to the end of the current financial quarter.

3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.

5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.

7. From 01/10/2022, Residential Water Usage is billed using the following step pricing system: 244.51 cents per kilolitre for the first 44 kilolitres; 312.53 cents per kilolitre for 44-88 kilolitres and 463.00 cents per kilolitre for anything more than 88 kilolitres

8. From 01/07/2022, Residential Recycled Water Usage is billed 184.89 cents per kilolitre

9. From 01/07/2022, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre

10. From 01/07/2022, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre

11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.



YARRA VALLEY WATER
ABN 93 366 902 501

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Property No: 5291831

Address: 3 SAGE AVE, WALLAN VIC 3756

Water Information Statement Number: 30776229

HOW TO PAY



Bill Code: 314567
Ref: 23736852582

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Due Diligence Checklist

What you need to know before buying a residential property



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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

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

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

consumer.vic.gov.au/duediligencechecklist



Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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