

Contract of Sale – Land Bloomdale Estate, Stage 23

Property: Stage 23 Bloomdale Estate, Davis Road, Diggers Rest, Victoria

Lot: on proposed plan of subdivision PS749041J (Stage 23)

**Avid Property Group Nominees Pty Ltd ACN 088 212 631
as trustee for the Diggers Rest Trust B**

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****Property Address: Refer - Particulars of Sale**

The Vendor agrees to sell and the Purchaser agrees to buy the Property, being the land and the goods, for the price and on the terms set out in this contract.

The terms of this contract are contained in the:

- Particulars of sale; and
- Special conditions, if any; and
- General conditions; and
- 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.

IMPORTANT NOTICE TO PURCHASERS**Cooling-off period****Section 31****Sale of Land Act 1962**

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

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

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

EXCEPTIONS

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

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

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that prior to signing this contract, they have received:

- a copy of the section 32 statement required to be given by the Vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties,

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

on ___/___/2015

REFER - EXECUTION PAGES FOR PURCHASER SIGNING

~~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
(4 days if none specified)~~

SIGNED BY THE VENDOR

on ___/___/2015

REFER - EXECUTION PAGES FOR VENDOR SIGNING

~~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.

NOTICE TO PURCHASERS OF PROPERTY "OFF THE PLAN"

Off-the-plan sales

Section 9AA(1A) Sales of Land Act 1962

- You may negotiate with the Vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.
- A substantial period of time may elapse between the day on which the Purchaser signs the contract of sale and the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

Purchaser Execution

PURCHASER (NATURAL PERSONS) executed on

20

SIGNED, SEALED AND DELIVERED

By the Purchaser in the presence of:

.....
Signature of witness

.....
Name of witness (block letters)

.....
Address of witness

.....
Purchaser (Signature)

.....
Purchaser (Name)

SIGNED, SEALED AND DELIVERED

By the Purchaser in the presence of:

.....
Signature of witness

.....
Name of witness (block letters)

.....
Address of witness

.....
Purchaser (Signature)

.....
Purchaser (Name)

SIGNED, SEALED AND DELIVERED

By the Purchaser in the presence of:

.....
Signature of witness

.....
Name of witness (block letters)

.....
Address of witness

.....
Purchaser (Signature)

.....
Purchaser (Name)

PURCHASER (COMPANY) executed on

20

EXECUTED by)

.....)

.....)
in accordance with section 127(1) of the)
Corporations Act 2001 (Cwlth) by authority of its)
directors:)

.....)
Director/Company Secretary (Signature)

.....)
Director (Signature)

.....)
Director/Company secretary (Name)

.....)
Director (Name)

PURCHASER (COMPANY - SOLE DIRECTOR) executed on

20

EXECUTED by)

.....)

.....)
in accordance with section 127(1) of the)
Corporations Act 2001 (Cwlth) by authority of its)
sole director:)

.....)
Sole Director (Signature)

.....)
Director (Name)

PURCHASER (INCORPORATED ASSOCIATION) executed on

20

THE COMMON SEAL of)

.....)

.....)
is affixed in accordance with section 33 of the)
Associations Incorporation Regulations 2009 in the)
presence of:)

.....)
(Signature)

.....)
(Signature)

.....)
(Name)

.....)
(Name)

.....)
Committee Member

.....)
*Public Officer/*Committee Member
(*delete whichever is not applicable)

Particulars of sale

VENDORS ESTATE AGENT

MARKETECT (VIC) PTY LTD (ACN 092 977 127)

LIC: 076146L

of Suite 4-6 Level 2, 2 Queen St Melbourne VIC 3000
PO Box 16204 Collins Street West VIC 8007

Reference: Leivett Reynolds

Telephone: 1300 656 011 Email: lreynolds@avidpropertygroup.com.au

VENDOR

Avid Property Group Nominees Pty Ltd ACN 088 212 631

as trustee for the Diggers Rest Trust B

of Suite 4-6 Level 2, 2 Queen St Melbourne VIC 3000

PO Box 16204 Collins Street West VIC 8007 DX 30822 Melbourne VIC

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Avid Property Group Pty Ltd – LEGAL DEPARTMENT

of Suncorp Place, Level 35, 259 George St, Sydney NSW 2000
GPO Box 4203, Sydney NSW 2001 DX 97 Sydney

Ref: Barbara Wickenden

Telephone: (02) 8316 7705

Facsimile: (02) 8316 7745

Email: bwickenden@avidpropertygroup.com.au

PURCHASER

of

Tel: Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Ref:

Telephone:

Facsimile:

Email:

LAND (general conditions 3 and 9)

Lot _____ on proposed Plan of Subdivision PS749041J

The land is described in the copy title(s) and plan(s) as attached to the Vendor's Statement.

~~The land includes all improvements and fixtures.~~

PROPERTY ADDRESS

The address of the land is Lot _____ on proposed Plan of Subdivision PS749041J,
Bloomdale Estate, Davis Road, Diggers Rest, VIC

GOODS SOLD WITH THE LAND (general condition 2.3(f))

(list or attach schedule)

Nil

PAYMENT (general condition 11)

Price \$ _____

Deposit \$ _____ (payable on the day of sale) of which \$ _____ has been paid

Balance \$ _____ payable at settlement.

GST (general condition 13)

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

.....

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

.....

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

**margin scheme -
refer to Special
Condition 24**

SETTLEMENT (general condition 10)

is due on the Settlement Date described in Special Condition 5

LEASE (general condition 1.1)

At settlement the Purchaser is entitled to vacant possession of the Property unless the words 'subject to lease' appear in this box

.....

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

TERMS CONTRACT (general condition 23)

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

.....

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

LOAN (general condition 14)

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

Lender:

Loan amount \$

Approval date 21 days from the Day of Sale

SPECIAL CONDITIONS

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

special conditions

If the contract is subject to '**special conditions**' then particulars of the special conditions follow the general conditions.

FORM 2
Estate Agents Act 1980

Regulation 5(a)

CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

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

TITLE

1. Encumbrances

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

2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.
- 3. Identity of the land**
- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.
- 4. Services**
- 4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.
- 5. Consents**
- The vendor must obtain any necessary consent or licence required for the sale. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.
- 6. Transfer**
- The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.
- 7. Release of security interest**
- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must:
- (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 \$5,000 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 any 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 a serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interest that the purchaser reasonably requires to be released, if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor:
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay, as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7, unless the context requires otherwise.

8. **Builder warranty insurance**

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

9. **General law land**

- 9.1 This general condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:

- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 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, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 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 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

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

14. Loan

- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

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

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

14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. Adjustments

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

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

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

TRANSACTIONAL

16. Time

16.1 Time is of the essence of this contract.

16.2 Time is extended until the next Business Day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. Service

17.1 Any document sent by:

- (a) post is taken to have been served on the next Business Day after posting, unless proved otherwise;
- (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the **Electronic Transactions (Victoria) Act 2000**.

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

- (a) personally; or
- (b) by prepaid 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 or on any party, whether the expression "give" or "serve" or any other expression is used.

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

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

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. Loss or damage before settlement

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

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

27.2 The default notice must:

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

28. Default not remedied

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

ANNEXURE A

Special Conditions

1 Definitions and Interpretation

1.1 Definitions

In this Contract:

- (a) **Additional Restrictions** includes all easements, encumbrances, rights, privileges, restrictions on use and covenants (including any draft restrictions and covenants included in the Disclosure Material), dedications of land, agreements (including, if the Relevant State is Victoria, the entering into of any agreement under section 173 of the *Planning & Environment Act 1987* (Vic)), leases, licences, other occupation rights and arrangements relating to all or part of the land comprised in the Development and which are:
 - (i) required by an Authority;
 - (ii) required by a condition or an approval of an Authority; or
 - (iii) reasonably and properly required for the Development.
- (b) **Authority** means any government, local government, semi-government, statutory or planning authority, including the Titles Office and the Council.
- (c) **Business Day** means any day other than:
 - (i) a Saturday or Sunday;
 - (ii) a public holiday in the capital city of the Relevant State; or
 - (iii) a day in the period 24 December to 2 January (inclusive).
- (d) **Buyer Claim** means making any requisition, claiming compensation from the Seller, claiming a reduction in the Purchase Price, seeking to delay or extend Settlement, seeking to be discharged from the purchase of the Land or attempting to rescind or terminate this Contract.
- (e) **Contract Date** means the date of this Contract as inserted in the Particulars.
- (f) **Council** means the local or municipal council or government with jurisdiction over the Parent Parcel.
- (g) **Default Interest Rate** means 12% per annum.
- (h) **Design Guidelines** mean the building design guidelines attached to this Contract, included in the Disclosure Material and any revised guidelines advised by the Seller to the Buyer from time to time.
- (i) **Development** means the residential estate of which the Property forms part, being developed by the Seller on the Development Site.
- (j) **Development Site** means all land including:
 - (i) the Parent Parcel;
 - (ii) any land identified on the Plan; and
 - (iii) any land adjoining or near that land,on which the Seller and its contractors and consultants are undertaking or intend to undertake development activities as part of the Development.

- (k) **Disclosure Material** means this Contract, including all material attached to this Contract (in addition to that attached in **Annexure B**), the Disclosure Statement (where applicable under the Governing Act), the Design Guidelines and any other material given to the Buyer by the Seller and which is identified in writing by the Seller as Disclosure Material for the purposes of this Contract.
- (l) **Disclosure Statement** means a disclosure statement and associated materials relating to the Land given by the Seller to the Buyer before the Buyer entered into this Contract, if required under the Governing Act.
- (m) **Governing Act** means:
- (i) if the Relevant State is Queensland, the *Land Sales Act 1984* (Qld);
 - (ii) if the Relevant State is New South Wales, the *Conveyancing Act 1919* (NSW);
and
 - (iii) if the Relevant State is Victoria, the *Sale of Land Act 1962* (Vic).
- (n) **Guarantor** means all the directors of the Buyer.
- (o) **House** means a residential dwelling and ancillary fencing and landscaping which meets all requirements of the Design Guidelines, including obtaining the approval of the Seller or its nominee to the relevant plans and specifications.
- (p) **Land** means the parcel of land sold under this Contract, as identified in the Particulars.
- (q) **Outgoings** means all outgoings, costs and expenses in respect of the Property and includes Rates and land tax.
- (r) **Parent Parcel** means the larger parcel (or parcels) of land identified on the Plan as:
- (i) if at the Contract Date there is not a Title, the underlying land from which the Land will be ultimately subdivided; and
 - (ii) if at the Contract Date there is a Title, the underlying land which was subdivided to create, amongst other land, the Land.
- (s) **Particulars** means the information schedule at the front of this Contract which forms part of the Standard Form, which has been completed to include details about the sale of the Property.
- (t) **Personal Information** means all personal information (as defined in the Privacy Act) relating to the Buyer, including all personal information set out in this Contract and otherwise collected by the Seller or on its behalf whether prior to or after the date of this Contract.
- (u) **Plan** means:
- (i) if at the Contract Date there is not a Title, a plan of subdivision generally in the form of the proposed plan (as amended, varied or otherwise affected from time to time in accordance with the Contract) attached to this Contract as **Annexure C**;
and
 - (a) if at the Contract Date there is a Title, the Registered Plan attached to this Contract as **Annexure C**.
- (v) **Privacy Act** means the *Privacy Act 1988* (Cth) and any regulations, ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued under that Act, as amended from time to time.
- (w) **Property** means the Land and all improvements, fixtures and inclusions on the Land, but does not include any item that is identified in the Particulars as being excluded from sale.

- (x) **Purchase Price** means the price to be paid for the Property as specified in the Particulars.
- (y) **Rates** means all rates and charges by any competent Authority and includes Council rates, water rates and fire service levies.
- (z) **Registered Plan** means the Plan (as amended, varied or otherwise affected from time to time in accordance with this Contract) as registered at the Titles Office.
- (aa) **Relevant State** means the State in which the Parent Parcel is located.
- (bb) **Security Interest** has the meaning given to that term in the *Personal Property Securities Act 2009* (Cth).
- (cc) **Service** means any water supply, sewerage, drainage, gas, electricity, telecommunications (including the national broadband network) or other service and, where the context permits, includes all infrastructure, machinery and installations for the conveyance, support, operation, protection and maintenance of supply of a service.
- (dd) **Settlement** means completion in accordance with this Contract.
- (ee) **Settlement Date** means:
 - (b) if at the Contract Date there is not a Title, the later of:
 - (A) the date specified as the settlement date in the Settlement Notice being **14 days** after the date the Settlement Notice is given to the Buyer; and
 - (B) the date that is **35 days** after the Contract Date; or
 - (c) if at the Contract Date there is a Title, the date that is **35 days** after the Contract Date.
- (ff) **Settlement Notice** is a notice given by the Seller to the Buyer that the Plan creating the Land has been registered by the Titles Office.
- (gg) **Site Conditions** means physical conditions on, above, below or about the Land or its surroundings, including natural and artificial conditions, geo-technical and sub-surface conditions, any latent or patent defect, contamination or the existence of any hazardous substances or things and the location and capacity of Services, whether or not they could reasonably have been anticipated at the Contract Date or at any other time.
- (hh) **Solicitor** where appearing in the Particulars or these Special Conditions includes a legal representative or other party nominated as acting for the Seller or the Buyer (as the case may be).
- (ii) **Special Conditions** mean the special conditions contained in this **Annexure A** to this Contract.
- (jj) **Standard Form** means the standard terms or general conditions of the Real Estate Institute, Law Institute or Law Society of the Relevant State to which these Special Conditions are annexed.
- (kk) **Sunset Date** means the date which is 18 months after the Contract Date.
- (ll) **Title** means a separate freehold title for the Land issued by the Titles Office.
- (mm) **Title Encumbrances** means all encumbrances (other than mortgages) which are:
 - (i) registered on the title of:
 - (A) if at the Contract Date there is not a Title, the Parent Parcel at the Contract Date; or

- (B) If at the Contract Date there is a Title, the Land at the Contract Date;
 - (ii) disclosed or identified on the Plan, including any restrictions on the use of land;
 - (iii) arising by operation of any statute in respect of the Land;
 - (iv) identified or disclosed in the Disclosure Material; or
 - (v) registered in respect of the Land in accordance with this Contract.
- (nn) **Titles Office** means the Land Titles Registry or Office in the Relevant State.

1.2 Interpretation

The following rules of interpretation apply to this Contract unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a person includes an individual, the estate of an individual, a corporation, an Authority, an association or a joint venture (whether incorporated or unincorporated), a partnership, trust, successors, substitutes (including persons taking by novation) and assigns;
- (c) a reference to a document (including this Contract) is to that document as varied, novated, ratified or replaced from time to time;
- (d) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Contract, and a reference to this Contract includes all schedules, exhibits, attachments and annexures to it;
- (e) subject to Special Condition 1.3, if a word or phrase is defined in the Standard Form:
 - (a) it has the same meaning in these Special Conditions, unless the term is defined differently in these Special Conditions; and
 - (b) if it can be used interchangeably with a term used in these Special Conditions, the term used in these Special Conditions has the same meaning as that other term, including for example:
 - (A) Seller means Vendor;
 - (B) Buyer means Purchaser;
 - (C) Settlement means Completion;
 - (D) Deposit Holder means Stakeholder;
 - (E) Settlement Date means Completion Date and Date for Completion;
 - (F) Contract Date means Day of Sale; and
 - (G) vice versa in each case;
- (f) headings are intended only to facilitate the reading of this Contract and are of no effect in relation to the interpretation of this Contract or of any of the provisions expressed or implied in this Contract;
- (g) a reference to a status, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (h) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (i) the word 'includes' in any form is not a word of limitation;
- (j) a reference to a '\$' or 'dollar' is to Australian currency; and

- (k) the obligations imposed and the benefits conferred under this Contract on each of the parties are binding upon and enure for the benefit of the respective parties and each of their respective successors in title, legal personal representatives and permitted assigns.

1.3 Order of Precedence

The Buyer and the Seller agree that if there is:

- (a) any conflict or inconsistency arising between these Special Conditions, the Design Guidelines, the Particulars and the Standard Form, the ranking in priority will be as follows:
 - (a) first these Special Conditions;
 - (b) second the Standard Form;
 - (c) third the Particulars; and
 - (d) fourth the Design Guidelines; or
- (b) any conflict or inconsistency between this Special Condition and any other Special Condition then, except in the case of manifest error, to the extent of the conflict or inconsistency, the provisions of any other Special Condition will prevail and have priority over this Special Condition.

1.4 Business Days

If anything is required to be done on a day that is not a Business Day, it must be done on the next Business Day.

2 Representations, Warranties and Acknowledgments

2.1 Disclosure Material/Statement acknowledgement

The Buyer acknowledges receiving the Disclosure Material and (where applicable under the Governing Act) the Disclosure Statement in respect of the Property in compliance with the applicable requirements of the Governing Act before entering into this Contract.

2.2 Representations and warranties

- (a) This Contract is the whole agreement between the parties and contains all representations, warranties, promises and agreements of the parties in respect of its subject matter.
- (b) The Buyer represents and warrants to the Seller that:
 - (a) the Buyer has inspected the Property;
 - (b) unless otherwise stated in this Contract, the Buyer has not entered into this Contract in reliance on any express or implied statement, representation, promise or warranty made by or on behalf of the Seller in respect of any matters relating to the Property (including any improvements, fixtures, furnishings, chattels and inclusions) or which has or may affect the Property, including:
 - (A) its suitability for any use (including any restrictions applying to that use);
 - (B) the Site Conditions;
 - (C) any financial return or income likely to be derived from it;
 - (D) any market analysis, estimate, opinion or other statement, comment or prediction as to the future; and

- (E) any Service or proposed Service to the Property, being a joint Service with another lot, the pipes or connections for or related to any service to the other lots passing through the Property or the pipes or connections of any Authority responsible for the provision and maintenance of any Service passing through the Property; and
- (c) the Buyer relies on the Buyer's own enquiries in relation to all matters affecting the Property, whether or not disclosed in this Contract, the Disclosure Material and (where applicable under the Governing Act) the Disclosure Statement.
- (c) No warranty or representation is made by or on behalf of the Seller as to the accuracy or completeness of the Disclosure Material and (where applicable under the Governing Act) the Disclosure Statement.
- (d) Without limitation to any other provision in this Contract, the Buyer confirms, warrants and acknowledges to the Seller that:
 - (a) the Buyer has undertaken its own investigations and enquiries in respect of the Property prior to entering into this Contract;
 - (b) any material or information provided or made available by or on behalf of the Seller has been provided for the purpose of assisting the Buyer in determining the direction of its own independent enquiries into, and independent assessments of, the Property;
 - (c) prior to entering into this Contract, the Buyer has satisfied itself with respect to all matters relating to or arising out of those investigations and enquiries and has relied entirely upon its own enquiries and inspections in respect of the Property; and
 - (d) the Buyer will not make any Buyer Claim as a direct or indirect result of the investigations, enquiries or disclosure referred to in this Special Condition 2.2.

3 Property Restriction and Objections

- (a) Unless otherwise provided in these Special Conditions, the Buyer accepts:
 - (a) the state of repair or condition of the Property (including any improvements, fixtures, furnishings, chattels and inclusions);
 - (b) the state of repair or condition of any Service to and on the Property;
 - (c) the presence of any sewer, manhole or vent on the Property; and
 - (d) any Site Conditions in relation to the Land.
- (b) The Buyer is not entitled to make any Buyer Claim because of any matter referred to in Special Condition 3(a).

4 Capacity

Without affecting any other right of the Seller, the Seller may terminate this Contract by written notice to the Buyer if the Buyer or any Guarantor:

- (a) being a natural person:
 - (a) dies;
 - (b) becomes incapable because of unsoundness of mind to manage his or her own affairs; or

- (c) is declared bankrupt or enters into any scheme with, or makes any assignment of, his or her estate for the benefit of his or her creditors; or
- (b) is a company and:
 - (a) resolves to go into liquidation;
 - (b) has a petition for its winding up presented and not withdrawn within **30 days** of presentation;
 - (c) enters into any scheme of arrangement with its creditors under the relevant provisions of the *Corporations Act 2001* (Cth) or any similar legislation;
 - (d) has a liquidator, provisional liquidator, administrator, receiver or receiver and manager appointed to it; or
 - (e) is deemed or taken under the laws of Australia to be subject to a similar event or to be unable to pay its debts.

5 Settlement

5.1 Settlement requirements

- (a) Settlement of this Contract must take place on the Settlement Date.
- (b) Without affecting the Seller's other rights, if any money payable by the Buyer under this Contract is not paid when due (or the Seller extends the Settlement Date as a direct consequence of a request or default of the Buyer), the Buyer must pay the Seller interest on that money calculated at the Default Interest Rate from the due date for payment (or the original Settlement Date, whichever is earlier) until payment is made. Interest is capitalised on the first day of each month. The Buyer must pay the interest at Settlement and the Seller is not obliged to complete this Contract unless the Buyer pays that interest. The Seller may recover any interest from the Buyer as liquidated damages.
- (c) The Seller is not regarded as unable, not ready or unwilling to complete because of the existence of a charge on the Land in respect of any Outgoings.
- (d) Notwithstanding anything else contained in this contract, the Buyer must serve the form of transfer (**Transfer**) within (7) days of the date the Seller serves the Settlement Notice. If the Buyer fails to deliver the Transfer to the Seller as provided in this clause, the Buyer agrees to pay to the Seller by way of adjustment at completion, the sum of \$50.00 towards the cost of arranging execution of such Transfer on short notice. The Buyer acknowledges that the payment of such sum is an essential term of this contract.

5.2 Seller may extend Settlement Date

The Seller may, in its sole discretion and by written notice to the Buyer, extend the Settlement Date by a period of not more than three months. The Seller may extend the Settlement Date under this Special Condition 5.2 on any number of occasions, provided that the extended Settlement Date is not later than the date that is three months after the original Settlement Date.

6 Registration of Plan

- (a) If at the Contract Date a Title does not exist for the Land, Settlement of this Contract is conditional on registration of the Plan at the Titles Office and the creation of the Title.
- (b) If on or before the Sunset Date:
 - (a) where the Relevant State is Queensland, Settlement has not been effected; or

- (b) where the Relevant State is New South Wales or Victoria, registration of the Plan at the Titles Office and the creation of the Title has not occurred,

then either party may (provided it is not in default under this Contract), by giving written notice to the other party, rescind this Contract before Settlement is effected. Upon rescission, the Deposit will be refunded to the Buyer and neither party will have any other right, claim or cause of action against the other because of the rescission, Settlement not having occurred or the Plan not being registered or the Title not being created.

7 Management of the Property

7.1 Seller has no obligations

The Seller is not obliged to:

- (a) clean or tidy the Land;
- (b) remove any rubbish, debris or other items from the Land;
- (c) repair, maintain or replace anything on the Land; or
- (d) carry out any renewals or replacement of, or incur capital expenditure (according to normal accounting principles) in relation to, any improvements or property on the Land, prior to Settlement or at all.

7.2 Fencing

The Buyer acknowledges and agrees that:

- (a) the Buyer accepts the fencing and any retaining wall on or around the Land in its condition at Settlement;
- (b) the Seller is not required to make any contribution towards installing or maintaining any fencing or retaining wall on or around the Property, including if Land is unfenced or if the Seller is the registered owner of any adjoining land;
- (c) the Seller does not warrant that the boundary fences on the Land align with, or are erected on, the boundary lines of the Land, or that there is no encroachment onto the Land;
- (d) the Buyer:
 - (a) must not make a Buyer Claim due to any matter in this Special Condition 7.2; and
 - (b) to the extent it is lawfully able to do so, waives its rights under any legislation in the Relevant State or at common law to claim a contribution from the Seller for the installation or maintenance of any fencing or retaining wall on or affecting the Land; and
- (e) if the Relevant State is Victoria, the maximum amount of any contribution by the Seller (in its capacity as the owner of an adjoining parcel) towards the cost of constructing any dividing fence will be \$1.00.

8 Alterations to the Plan and Additional Restrictions

8.1 Alterations to the Plan

- (a) Subject to the provisions of any relevant legislation (including the Governing Act), the Buyer acknowledges that the Seller may make such alterations or variations to the Plan which the Seller considers necessary or desirable or which may be required by any Authority.

- (b) Without limiting the Seller's rights under Special Condition 8.1(a), the Buyer agrees that it will not be materially prejudiced by, and must not make any Buyer Claim in respect of:
 - (a) any minor variation to the dimensions or discrepancies in the position of the Land;
 - (b) any minor reduction in the area of the Land;
 - (c) any variation to the lot numbering of the Land;
 - (d) any variation which may be required by the Seller or any Authority to the number, dimensions, area, position or numbering of any of the lots within the Development other than the Land; or
 - (e) the creation of or change in location of any easements, restrictive covenants or positive covenants,

between those shown on the Plan and those shown on the Registered Plan.
- (c) The sale of the Land is subject to any Title Encumbrance.
- (d) The Seller may register (or allow to be registered) on the Title of the Land, any easement or other encumbrance that may be required by the Seller or any relevant Authority and the Buyer must not make any Buyer Claim in respect to such encumbrance.
- (e) For the purposes of Special Condition 8.1(b):
 - (a) 'minor variation' is a change which does not substantially, detrimentally and permanently affect the Land; and
 - (b) 'minor reduction in the area of the Land' shall be a variation which diminishes the area of the Land by less than or equal to 5%.
- (f) The Seller specifically reserves the right to subdivide any lot (other than the Land) on the Plan into more lots and to amalgamate any lot (other than the Land) with any other lot (other than the Land) on the Plan and the Buyer must not make any Buyer Claim in relation to such subdivision and/or amalgamation.
- (g) The Buyer must not make any Buyer Claim in relation to any matter relating to any lot on the Plan or on the Registered Plan other than the Land.

8.2 Additional Restrictions

- (a) The Buyer acknowledges and agrees that:
 - (a) as at the Contract Date and the Settlement Date, not all of the Additional Restrictions may have been entered into, granted or finalised; and
 - (b) subject to any relevant legislation (including the Governing Act) the Seller can enter into, grant, finalise or modify any Additional Restriction on or after the Contract Date.
- (b) Within 5 Business Days after receipt of a request from the Seller, the Buyer must execute any acknowledgement, consent or other document required by the Seller under which the Buyer:
 - (a) agrees to accept and observe an Additional Restriction; and
 - (b) acknowledges that the Additional Restriction runs with the relevant land.
- (c) The Buyer acknowledges and agrees that the Seller may require the Buyer to create in the instrument of transfer of the Property, any Additional Restrictions in the form of easements or covenants which burden the Property.

8.3 No Buyer Claim

The Buyer must not make any Buyer Claim in relation to any matter disclosed or mentioned in this Special Condition 8.

9 Services

- (a) The Buyer acknowledges that a Service, Title Encumbrance or Additional Restriction may affect the location of any dwelling and other improvements on the Land and that, prior to the Contract Date, the Buyer has satisfied itself in all respects about any such affectation.
- (b) The Buyer must:
 - (a) take into account the location of any Service, Title Encumbrance or Additional Restriction when designing a dwelling or other improvement for construction on the Land; and
 - (b) pay all costs associated with the design and construction of a dwelling or other improvement on the Land as a result of the location of any Service, Title Encumbrance or Additional Restriction affecting the Land.

10 Buyer's Acknowledgment

The Buyer acknowledges that the title(s) to the lots on the Registered Plan, other than the Land, may be encumbered, affected or amended by any one or more of the following without such encumbrance, affectation or amendment being disclosed in this Contract, the Disclosure Material and (where applicable under the Governing Act) the Disclosure Statement and the Buyer must not make a Buyer Claim in respect of any of the following:

- (a) redefinition of the boundaries of any lot;
- (b) minor road realignment or dedication of any lot;
- (c) leases, easements or dedications relating to the provision of electricity and the establishment of substations;
- (d) alteration to the lot numbers;
- (e) easements and/or restrictions on use in favour of any Authority, property and/or person but not so as to burden the Land;
- (f) any easement or restriction on use affecting or benefiting any lot in the Registered Plan other than the Land which is disclosed or referred to in the Plan, the Disclosure Material and (where applicable under the Governing Act) the Disclosure Statement; or
- (g) any town planning or other application to the Council or other relevant Authority made by the Seller (or anyone on its behalf) relating to the above matters.

11 Estate Development

- (a) The Buyer acknowledges and agrees that:
 - (a) the Property may form part of the Development Site and be part of a larger or multi-staged estate;
 - (b) further development of surrounding lots or stages may occur after Settlement;
 - (c) dust, noise, vibration, nuisance or other inconvenience in relation to development of lots or development stages near the Property may be experienced by the Buyer or its successors in title; and

- (d) development works may involve the stockpiling of materials and use of heavy machinery on lots or development stages near the Property, or necessitate changes to traffic conditions in or near the Property.
- (b) The Seller may:
- (a) complete all or part of the Development in stages or otherwise in a timeframe and to standards determined in its discretion;
 - (b) remove trees or other vegetation on any lot in the Development;
 - (c) sell, transfer or otherwise dispose of any part of the Development Site;
 - (d) change any part of the title structure in the Development (i.e. establish community title or other scheme) or use or authorise the use of any land in the Development Site for medium or high density housing, child care centres, schools and commercial and retail centres;
 - (e) reconfigure, increase or decrease the number of lots or the amount of open space, community facilities, roads, footpaths or other features in the Development Site;
 - (f) use or authorise the use of any land in the Development Site as a display home;
 - (g) change the nature and type of property developed and sold, and the business and activities carried on, within the Development based on matters such as market demand and economic conditions;
 - (h) change, withdraw or apply for further Council and other Authority approvals relating to the Development; or
 - (i) change the Development in any other respect.
- (c) The Seller does not make any representations nor give any assurances as at the Contract Date or at the Settlement Date as to:
- (a) the nature and type of property developed and sold, and the business and activities carried on, within the Development Site;
 - (b) the final type, nature and composition of the properties comprised in the Development (including those which may be adjacent to, or in close proximity to, the Property);
 - (c) the nature, shape, design, final location or layout of any infrastructure associated with the Development (including roads, interchanges, overpasses, noise barriers, telecommunication towers and associated equipment, town centre, libraries, bus stations, schools, health facilities, child care facilities, supermarkets, bicycle paths, walking trails, wetlands, parks and open spaces (**Development Infrastructure**));
 - (d) when (and if) the Development or any Development Infrastructure will be completed, including whether any such Development Infrastructure will be completed before the Settlement Date;
 - (e) the manner in which the Development will be carried out; and/or
 - (f) the extent of changes that may be required to the Development and/or Development Infrastructure based on matters such as market demand and economic conditions.
- (d) The Buyer is not entitled to lodge any objection against, nor to make any Buyer Claim, including for any damages, loss, nuisance or inconvenience, arising out of any

development works carried out before or after Settlement or the matters disclosed in this Special Condition 11.

12 Selling and Leasing Activities

The Buyer acknowledges and agrees that the Seller and any persons authorised by the Seller, may before and after Settlement:

- (a) conduct selling and leasing activities within the Development Site other than from within the Property;
- (b) place and maintain in, on or about the Development Site, other than in or upon the Property, signs in connection with selling and leasing activities; and
- (c) place and maintain in, on and about the Development Site other than the Property, an office and/or other facility for salespersons or other activities associated with the Development.

13 No Caveat

The Buyer must not:

- (a) lodge a caveat on the title to the Land or the Parent Parcel, in respect of any interest of the Buyer arising out of this Contract; or
- (b) register or attempt to register any other dealing or encumbrance on the title to the Land or the Parent Parcel,

prior to Settlement.

14 Real Estate Agent Warranty

The Buyer warrants to the Seller that the Buyer was not introduced to the Seller by a real estate agent other than the agent named in this Contract (if any) and the Buyer indemnifies the Seller in respect of any breach of this warranty.

15 Outgoings Adjustments

- (a) The Seller is liable for land tax assessed on the Land for the relevant land tax year current at the Settlement Date. If land tax is unpaid at the Settlement Date, the Buyer will accept an undertaking by the Seller (such undertaking is hereby given) that it will pay the land tax when it becomes due and payable.
- (b) If by Settlement a separate assessment for Rates in respect of the Land has issued, then the Rates will be adjusted on the basis that the Buyer is responsible for them from the day after Settlement.
- (c) If by Settlement a separate assessment for Rates in respect of the Land has not issued, then:
 - (a) the parties will adjust the Rates on a paid basis on an agreed value of **\$300.00 per quarter** for Council rates and if rateable **\$250.00 per quarter** for water and sewerage rates;
 - (b) if required by the Seller, the Buyer will accept an undertaking by the Seller (such undertaking is hereby given) that the Seller will pay the Rates when they become due and payable;
 - (c) the Buyer acknowledges that there will be no subsequent re-adjustment of Rates on the actual amount assessed or paid; and

- (d) the payment of any Rates assessed on the Property in relation to a period after Settlement is the responsibility of the Buyer.
- (d) The Buyer will not be entitled to make a Buyer Claim, and (apart from the adjustments referred to in this Special Condition 15) nor will the Buyer be entitled to require either a retention of or deduction from the Purchase Price, in respect of the payment of any Outgoings.
- (e) The Buyer is responsible for the cost of the first four Bank cheques payable at Settlement. The cost of any additional Bank cheque is the responsibility of the Seller.

16 Guarantee of Corporate Buyer

- (a) If the Buyer is a company (other than a company listed on an Australian Stock Exchange) the Buyer must deliver to the Seller by the Contract Date, a guarantee of the Buyer's obligations under this Contract by the Guarantor unless otherwise agreed to by the Seller. The guarantee must be in the form attached to this Contract as **Annexure D** and for the purposes of this Special Condition such attachment must be executed by the Guarantors.
- (b) If the Buyer fails to deliver a guarantee as required under Special Condition 16(a), the Seller can terminate this Contract at any time up to the earlier of:
 - (a) the date on which the Buyer provides a guarantee required by Special Condition 16(a); and
 - (b) Settlement.

17 Buyer as Trustee

If the Buyer enters into this Contract as trustee of any trust (the **Trust**), then the Buyer:

- (a) discloses that it enters into this Contract as trustee of the Trust;
- (b) warrants to the Seller that:
 - (i) the Trust is created validly and is in existence;
 - (ii) the Buyer is the sole trustee of the Trust and has been appointed validly;
 - (iii) the Buyer has full and free power to enter into this Contract and to perform all the obligations imposed upon it under this Contract; and
 - (iv) this Contract has been duly authorised, executed and delivered by the Buyer and constitutes and shall constitute a valid legal and binding instrument and that if any consent or approval is required for the Buyer to enter into this Contract or the performance by the Buyer of its obligations under this Contract, it has been obtained;
- (c) acknowledges that:
 - (i) the Buyer accepts and undertakes personal liability under this Contract;
 - (ii) the Buyer must not before the satisfaction of all liability under this Contract, personally and/or by the Trust exercise in its own favour any right of indemnity, lien or charge to which it may be entitled under or in respect of the assets of the Trust; and
 - (iii) if any of the assets of the Trust are at any time in the hands of the Buyer free of their trust character by virtue of the exercise or purported exercise of any such right of indemnity, lien or charge, the Buyer must hold those assets on behalf of the Seller to the extent to which any liability under this Contract has not been satisfied; and

- (d) agrees with the Seller that if at any time before satisfaction of any liability under this Contract:
 - (i) the Buyer ceases for any reason to be the sole trustee of the Trust, the Buyer must procure any new or additional trustee of the Trust to execute in favour of the Seller such covenants relating to this Contract as the Seller may reasonably require, including covenants in like terms to those contained in this Special Condition 17; and
 - (ii) it will notify the Seller promptly in writing if the Trust is determined or for any reason ceases to exist.

18 Security Interests under the PPSA

The Buyer acknowledges and agrees that:

- (a) the Seller does not have an obligation to provide the Property free from any Security Interest;
- (b) the Seller is not obliged to provide or procure a letter, deed poll or financing charge statement (as that term is defined in the *Personal Property Securities Act 2009* (Cth)) confirming the release of the Property or the Seller (or any entity related to the Seller) from a Security Interest at Settlement; and
- (c) the Seller may require Settlement without providing a release of any Security Interest that affects the Property or the Seller (or any entity related to the Seller).

19 No Nominee or Agency

- (a) The Buyer warrants that it is purchasing the Land on its own behalf as principal and not as an agent for a third party.
- (b) General Condition 18 is deleted and replaced with:

"The Buyer may, with the consent of the Seller, nominate a substitute or additional transferee for the Property. The Seller will not unreasonably withhold its consent to a nomination provided that the Buyer:

- (a) Serve the original signed nomination on the Seller at least **10 Business Days** before the Settlement Date;
- (b) is not and has not been in default under this Contract; and
- (c) the Buyer satisfies the Seller that the nominee is either the:
 - (A) Parent;
 - (B) Sibling; or
 - (C) Spouseof the buyer, or the nominee is a registered company.
- (d) delivers to the Seller:
 - (A) a nomination form in the form required by the Seller (and available on request from the Seller) which is properly completed with the relevant particulars and executed by the Buyer and nominee purchaser;
 - (B) in a case where the nominee purchaser is or includes a company which is not listed on the official list of Australian Stock Exchange Limited (ACN 008 624 691), a guarantee and indemnity executed by the directors of the nominee purchaser in the form of the guarantee in **Annexure D**,

except for any changes necessary due to the nomination, guaranteeing the obligations of the Buyer and the nominee purchaser;

- (C) a copy of the duly signed nominee statutory declaration required by the State Revenue Office;
- (D) a written acknowledgment from each existing Guarantor that the nomination of the nominee does not vitiate the Guarantor's obligations; and
- (E) a statement signed by the Buyer and the nominee purchaser that the *Foreign Acquisitions and Takeovers Act 1975* (Cth) does not apply to the nominee's acquisition of an interest in the Property.

Despite any nomination, the named Buyer in the Particulars remains personally liable to the Seller for the due performance of the obligations of the Buyer under this Contract."

20 Foreign Investment Review Board

- (a) The Buyer warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) do not apply to the Buyer or to this purchase.
- (b) The Buyer indemnifies the Seller against any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which the Seller suffers as a result of a breach of the warranty contained in Special Condition 20(a).

21 Privacy Act

- (a) The Buyer consents to:
 - (a) the collection of Personal Information;
 - (b) the use and disclosure by the Seller of Personal Information for the purposes of enabling the Seller to comply with its obligations under, associated with and arising in connection with this Contract, including any obligations to any third parties, such as the financiers of the Seller;
 - (c) the disclosure to, and use by, third party contractors and service providers engaged by the Seller of the Personal Information for the purpose of:
 - (A) enabling the Seller to comply with its obligations under, associated with and arising in connection with this Contract;
 - (B) procuring the provision to the Buyer of products and services contemplated by this Contract; and
 - (C) the use and disclosure by the Seller of Personal Information for the purposes of enabling the Seller to enforce its rights under this Contract, for disclosure to and use by owners of land adjoining the Property to assist such adjoining owners to comply with their obligations for development, fencing or other work that such adjoining owners may require to undertake; and
 - (d) the disclosure, and use, of Personal Information in other circumstances where the Seller or any related entity is legally entitled, obliged or required to do so, including any disclosure which is permitted or authorised under the Privacy Act.
- (b) The Buyer acknowledges that:
 - (a) the Personal Information is held by the Seller subject to the requirements of the Privacy Act and accordingly the Buyer may request access to Personal Information at any time; and

- (b) the Buyer may request that Personal Information be corrected and should do so by contacting the Seller's privacy officer.

22 Design Guidelines and Construction of House

22.1 Buyer's acknowledgements and agreement

- (a) The Buyer acknowledges and agrees:
 - (a) that the Property forms part of the Development Site which may be a large or multi-staged residential development;
 - (b) the sale of the Property is subject to any restrictions and requirements contained in the Design Guidelines;
 - (c) it has read the Design Guidelines and agrees to be bound by them (including any changes to the Design Guidelines) as if they were set out in this Contract in full;
 - (d) the Design Guidelines may affect the location, method of construction and design of any dwelling and other improvements on the Land and that, prior to the Contract Date, the Buyer has satisfied itself in all respects about any such affectation;
 - (e) that it will not subdivide the Land without the Seller's prior written consent;
 - (f) it must not erect a sign on the Land advertising the Land for sale at any time before the completion of the construction of the House on the Land; and
 - (g) that the Seller may, in its absolute discretion, vary, relax, waive or choose not to enforce any of the requirements under the Design Guidelines in relation to any land in the Development Site.
- (b) The Buyer acknowledges the Seller's rights under this Special Condition 22.1 and must not make any Buyer Claim in respect of any matter referred to in this Special Condition 22.1.

22.2 Construction of a House

The Buyer must, in constructing the House:

- (a) comply with all conditions and requirements imposed by the Council and any other relevant Authority; and
- (b) construct the House in accordance with the Design Guidelines.

22.3 Buyer's on-sale

The Buyer must not sell, transfer or otherwise dispose of the Land without first delivering to the Seller a deed which has been signed by the buyer or transferee in favour of the Seller and under which that buyer or transferee agrees to comply with the Design Guidelines and any of the Buyer's obligations under this Special Condition 22 that have not been fulfilled as at the date of the sale, transfer or disposal of the Land.

22.4 No liability

The Buyer acknowledges that the Seller's (or any committee or approving entity constituted under the Design Guidelines) receipt or review of, comment or failure to comment upon, or approval or refusal of approval to any part of the design, location or construction methodology of a dwelling or other facilities on the Land will not:

- (a) alter the Buyer's responsibility for:

- (a) compliance with the Design Guidelines and this Contract;
 - (b) any errors or omissions in the design or construction methodology; or
 - (c) any failure of the design documentation or works on the Land to comply with the requirements of the Design Guidelines and this Contract; or
- (b) entitle the Buyer to any Buyer Claim against the Seller.

22.5 Buyer's breach

The Buyer agrees that if the Buyer breaches the Buyer's obligations under this Special Condition 22:

- (a) damages or compensation may be an inadequate remedy to the Seller;
- (b) the Seller is entitled to seek injunctive relief against the Buyer; and
- (c) the Buyer must pay on demand the Seller's costs (including legal costs on a full indemnity basis) if the Seller:
 - (a) takes any action against the Buyer; or
 - (b) is subject to a claim, action, demand or proceeding brought by a third party,
 in any way relating to the Buyer's breach of its obligations under this Special Condition 22 or the Buyer's failure to comply with the Design Guidelines.

23 Stamp Duty and Registration Fees

The Buyer must pay, and indemnifies the Seller against:

- (a) all stamp duty on this Contract and on any transaction, guarantee, deed or other document contemplated by this Contract; and
- (b) any registration fees relating to the transfer of the Property to the Buyer.

24 GST

- (a) In this Contract:
 - (a) **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
 - (b) **GST Law** has the meaning given to that expression in the GST Act;
 - (c) terms defined in the GST Law have the same meaning in this Contract, unless the context requires otherwise; and
 - (d) any clauses in the Standard Form which apply to the treatment of GST on the purchase of the Property are deleted from this Contract.
- (b) The Purchase Price in this Contract is inclusive of GST.
- (c) The parties agree that the margin scheme will apply in working out the amount of GST on the supply of the Property, despite any indication of GST treatment to the contrary elsewhere in this Contract.
- (d) The Buyer acknowledges that, as a result of the margin scheme applying to the supply of the Property, the Buyer is not entitled to receive from the Seller a tax invoice, and is not entitled to an input tax credit for GST paid, in respect of the Buyer's acquisition of the Property.

- (e) The Buyer acknowledges that, unless expressly identified as including GST, the consideration for any supply under or in connection with this Contract (other than the supply of the Property) does not include GST.
- (f) Accordingly the parties agree that:
 - (a) if GST is payable on a supply made under or in connection with this Contract (other than the supply of the Property), the party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable on that supply (**GST Amount**);
 - (b) subject to the prior receipt of a tax invoice (other than in respect of the supply of the Property where the margin scheme applies), the GST Amount is payable at the same time that the other consideration for the supply is provided;
 - (c) if a tax invoice is not received prior to the provision of that other consideration, the GST Amount is payable within **7 days** after the receipt of a tax invoice;
 - (d) where any indemnity, reimbursement or similar payment under this Contract is based on any cost, expense or other liability, it shall be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability; and
 - (e) if an adjustment event occurs in relation to a supply under or in connection with this Contract, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the parties.

25 Foreign Resident Capital Gains Withholding

- (a) This Special Condition 25 does not apply if:
 - (a) the sale is an excluded transaction within the meaning of s14-215 of Schedule 1 to the *Taxation Administration Act 1953* (Cth); or
 - (b) a Clearance Certificate in respect of the Seller is attached to this Contract.
- (b) The Seller may provide a Clearance Certificate, or a Variation Notice, to the Buyer at any time before Settlement.
- (c) If the Seller has not provided a Clearance Certificate to the Buyer prior to Settlement:
 - (a) the Buyer may withhold an amount equal to 10%, or such lower percentage or amount specified in a Variation Notice provided by the Seller, of the Purchase Price and that withholding will constitute a full discharge of the Buyer's obligation to pay the price to the extent of that withholding; and
 - (b) the Buyer must, on or before Settlement, pay any amount withheld by it in accordance with Special Condition 25(c)(i) to the Commissioner of Taxation and provide the Seller with evidence of that payment having been made.

26 Assignment, Novation and Granting of Security

- (a) The Seller discloses and the Buyer is aware that the Seller may assign or novate the Seller's interest in this Contract to a successor in title to the Land, the Development Site or any other land containing the Land. The Buyer cannot make any Buyer Claim in connection with the assignment or novation.
- (b) The Buyer must, if requested to do so by the Seller, promptly enter into a deed with the Seller and the Seller's successor in title on terms reasonably required by the Seller to give effect to the assignment or novation referred to in Special Condition 26(a). The Buyer acknowledges and agrees that such deed may include a release of the Seller from the Seller's obligations under this Contract.
- (c) The Seller discloses and the Buyer is aware that the Seller has granted or may grant a mortgage, charge or other security over the Seller's interest in:
 - (a) the Land;
 - (b) the Development Site;
 - (c) this Contract;
 - (d) the Deposit paid under this Contract; and/or
 - (e) some or all of the above,and, if the Seller has done or does do so, the Buyer cannot make any Buyer Claim.
- (d) The Buyer cannot make any Buyer Claim if in connection with the Development Site or the Seller (or both), a person holding a mortgage over the Development Site or security from the Seller becomes a mortgagee in possession or appoints an administrator, receiver, receiver and manager, agent, controller or similar functionary.

27 Severance

- (a) Any provision of, or the application of any provision of, this Contract which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- (b) Any provision of, or the application of any provision of, this Contract which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

28 Miscellaneous

In addition to the provisions contained elsewhere in this Contract, service of any document under or relating to this Contract is deemed served on a party if the document is sent by facsimile transmission and in such case such document shall be deemed to have been received when the transmission has been completed, except where:

- (a) the sender's facsimile machine indicates a malfunction in transmission or the recipient notifies the sender of an incomplete transmission within 2 hours after the transmission, in which case service is regarded as not having taken place; or
- (b) the transmission is not completed before 5.00 p.m. (addressee's time) on a Business Day, in which case service shall be deemed to have been taken place on the next Business Day and in such case service is regarded as having taken place at 9.00am on the next Business Day.

29 Victoria – Amendments to Standard Form

For all purposes of this Contract, the terms of the Standard Form are amended as follows:

- (a) General Condition 1.1 is deleted and replaced with a new General Condition 1.1 on the following terms:

"The Buyer buys the Property subject to:

 - (a) the Title Encumbrances;
 - (b) any reservation, exceptions and conditions (if any) in the crown grant;
 - (c) any lease referred to in the Particulars;
 - (d) the provisions of any agreement which the Seller may be required to enter into with any Authority in relation to the Plan including but not limited to an agreement under Section 173 of the *Planning and Environment Act 1987* (Vic);
 - (e) the requirements of any planning permit or approval affecting the Property; and
 - (f) the Additional Restrictions."
- (b) The warranty described in General Condition 2.1 applies to the form of the Standard Form prior to the deletions and amendments included in this Special Condition 29 and as otherwise set out in this Contract.
- (c) General Condition 2.3(a) is deleted and replaced with a new General Condition 2.3(a) on the following terms:

"will at Settlement be the holder of an unencumbered estate in fee simple in the Property, subject to those encumbrances and interests described in General Condition 1.1 and otherwise disclosed in the Special Conditions; and"
- (d) General Condition 7 is deleted.
- (e) General Condition 10.1(b)(i) is deleted and a new General Condition 10.1(b)(i) is inserted on the following terms:

"do all things necessary that are reasonably the responsibility of the Seller to enable the Buyer to become the registered proprietor of the Property; and"
- (f) General Condition 11.6 is deleted.
- (g) General Condition 13 is deleted.
- (h) General Condition 15 is deleted.
- (i) General Condition 20 is deleted.
- (j) General Condition 21 does not apply to a notice, order, demand or levy which reasonably applies to the Seller's obligation to Register the Plan.
- (k) General Conditions 24.4, 24.5 and 24.6 are deleted.

30 Works Affecting Natural Surface Level of the Land

- (a) In this Special Condition 30:
 - (a) **Plan of Surface Level Works** means any engineering plans for the Plan provided by the Seller and any further plans given by the Seller to the Buyer in relation to the Relevant Provision from time to time, all of which form part of the Disclosure Material.
 - (b) **Relevant Provision** means section 9AB of the *Sale of Land Act 1962 (Vic)*.
- (b) The information required to be provided to the Buyer by the Relevant Provision and known to the Seller, is shown on the Plan of Surface Level Works. The Plan of Surface Level Works is expressly provided for the purpose of complying with the Relevant Provision.
- (c) The Seller makes no representation that:
 - (a) the Property is either filled or not filled (except as intended in accordance with the Plan of Surface Level Works) in whole or in part and the Buyer should make its own enquiries with respect to the Property; and
 - (b) any other works shown on the Plan of Surface Level Works will be constructed as shown.
- (d) The Seller reserves the right to alter any works shown on the Plan of Surface Level Works which the Seller considers is desirable or which is required to satisfy the requirements of an Authority. The Buyer may not make any Buyer Claim for any matter concerning the Plan of Surface Level Works or under the Relevant Provision.
- (e) The Buyer acknowledges and agrees that the Seller does not make any representation as to:
 - (a) the classification of soil used for fill (including any reports on fill levels that may (or may not) be produced by the Seller at any time); or
 - (b) the physical and/or geotechnical characteristics of the Property,and the Buyer must rely on its own enquires and investigations in respect of such fill classification.

31 Seller's Undertaking

- (a) For the purposes of this Special Condition 31, **Accepted on Maintenance** means Council has accepted the works bonded by the Seller.
- (b) The Buyer acknowledges that works relating to the construction of the Property may not be complete at Settlement and have been bonded so as to enable the early approval of the Plan by Council. The Buyer agrees not to require the Council (or any private certifier) to give the Buyer a development permit for building work in respect of the Property until the works are completed and Council has Accepted on Maintenance the works relating to the Property.
- (c) The Buyer is not entitled to make any Buyer Claim because of any matter referred to in this Special Condition 31.

32 Seller as Trustee

- (a) The Seller enters into this contract solely in its capacity as trustee of the **Diggers Rest Trust B (Trust)** and in no other capacity.
- (b) A liability arising under or in connection with this Contract can be enforced against the Seller only to the extent to which it can be satisfied out of the property of the Trust out of which the Seller is actually indemnified for the liability.
- (c) The limitation of the Seller's liability contained in this Special Condition 32 applies notwithstanding any other provisions of this Contract and extends to all liabilities and obligations of the Seller in connection with this Contract.
- (d) The Buyer may not sue the Seller in any capacity other than as trustee of the Trust, including seeking the appointment to the Seller of a receiver (except in relation to the property of the Trust), a liquidator, administrator or any other similar person.
- (e) The provisions of this Special Condition 32 will not apply to any liability or obligation of the Seller to the extent there is a reduction in the extent of its indemnification out of the assets of the Trust as a result of the operation of the law or the application of any provision of the Trust's constitution or to the extent the liability arises out of the Seller's own fraud, gross negligence or breach of trust or breach of duty.

33 Exclusion from Promotions

- (a) For the purposes of this Special Condition 33, **Promotional Offer** means any package, voucher or other offer made available to buyers who proceed with a purchase of a property within the Development.
- (b) The Buyer acknowledges and agrees that at no time was a Promotional Offer made available to the Buyer as a result of the Buyer's purchase or acquisition of the Property or entry into this Contract.
- (c) The Buyer acknowledges and agrees that notwithstanding any Promotional Offer advertised or made available at any time, the Buyer is not entitled to claim or redeem any Promotional Offer.

34 Bushfire Prone Area

- (a) The Seller discloses that the Land has been designated by the Victorian Department of Transport, Planning and Local Infrastructure as being within a bushfire prone area.
- (b) The Buyer must carry out a bushfire attack level (**BAL**) rating assessment, prior to undertaking any works, including but not limited to construction and renovation works, on the Land, to determine the type of construction required for any buildings to be erected on the Land and the Buyer should allow for additional building costs.
- (c) Without limiting any other condition in this contract, the Buyer acknowledges and agrees that:
 - (a) the Buyer 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;
 - (b) the Buyer must comply with any Additional Restrictions in regards to the BAL standard of the design and construction of the House;
- (d) The Buyer will not make any Buyer Claim due to any matter referred to in this Special Condition 33.

Annexure B – Disclosure Material

VIC Lands

TITLE SEARCH ON 11855 / 593

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

VOLUME 11855 FOLIO 593

Security no : 124066240879X

Produced 26/05/2017 12:15 pm

LAND DESCRIPTION

Lot W9 on Plan of Subdivision 749014M.
PARENT TITLE Volume 11833 Folio 402
Created by instrument PS749014M 20/02/2017

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

AVID PROPERTY GROUP NOMINEES PTY LTD of LEVEL 35 259 GEORGE STREET SYDNEY
NSW 2000
PS749014M 20/02/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN150060H 04/10/2016
ANZ FIDUCIARY SERVICES PTY LTD

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

NOTICE Section 201UB Planning and Environment Act 1987
AH462111E 30/08/2010

AGREEMENT Section 173 Planning and Environment Act 1987
AL448715Q 27/10/2014

DIAGRAM LOCATION

SEE PS749014M FOR FURTHER DETAILS AND BOUNDARIES

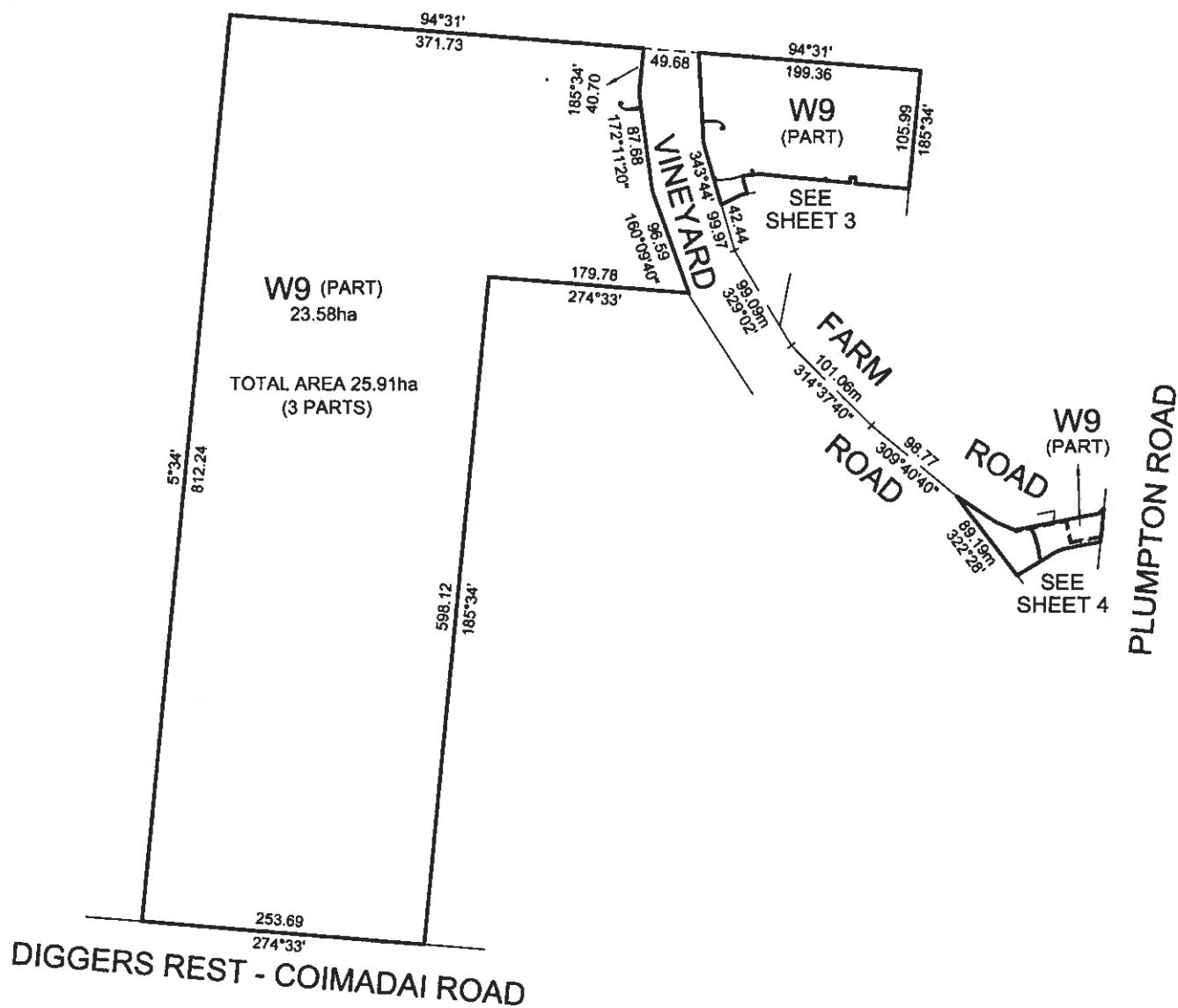
ACTIVITY IN THE LAST 125 DAYS

NUMBER	PLAN OF SUBDIVISION	STATUS	DATE
PS749014M (S)	PLAN OF SUBDIVISION	Registered	20/02/2017

DOCUMENT END

PLAN OF SUBDIVISION		EDITION 1	PS749014M	
LOCATION OF LAND PARISH: HOLDEN TOWNSHIP: SECTION: 13 CROWN ALLOTMENT: B (PART) CROWN PORTION: TITLE REFERENCE: Vol.11833 Fol. 402 LAST PLAN REFERENCE: W8 on PS733910V POSTAL ADDRESS: 62 - 144 Diggers Rest - Coimadai Road (at time of subdivision) DIGGERS REST 3427 MGA CO-ORDINATES: E: 297 500 ZONE: 55 (of approx centre of land in plan) N: 5833 600 GDA 94		Council Name: Melton City Council Council Reference Number: SUB4619 Planning Permit Reference: PA2013/4257 SPEAR Reference Number: S084527C 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 of the Subdivision Act 1988 Has not been made at Certification Digitally signed by: Geraldine Addicott for Melton City Council on 28/09/2016		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON			
ROAD R1	Melton City Council			
NOTATIONS		OTHER PURPOSE OF PLAN To Remove that part of easement marked E-5 on PS733910V in so far as it lies within new Road R1 on this plan, upon registration of this plan. GROUNDS FOR REMOVAL: By agreement between all interested parties.		
DEPTH LIMITATION: Does Not Apply				
SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No. PA2013/4257				
BLOOMDALE ESTATE Area of Release: 462m² No. of Lots: 1 Superlot				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Drainage	See Diag.	PS719779V	Melton City Council
E-2	Sewerage	2m	PS719779V	Western Region Water Corporation
E-3	Drainage	See Diagram	PS719779V	Melton City Council
	Sewerage			Western Region Water Corporation
E-4	Drainage	2m	PS727138R	Melton City Council
E-5	Sewerage	2m	PS727138R	Western Region Water Corporation
E-6	Drainage	2m	PS727138R	Melton City Council
	Sewerage			Western Region Water Corporation
TAYLORS Urban Development Built Environments Infrastructure 8 / 270 Fernree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorss.com.au		SURVEYORS FILE REF: Ref. 01112-B5 Ver. 2		ORIGINAL SHEET SIZE: A3
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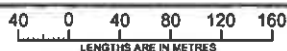
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SCALE
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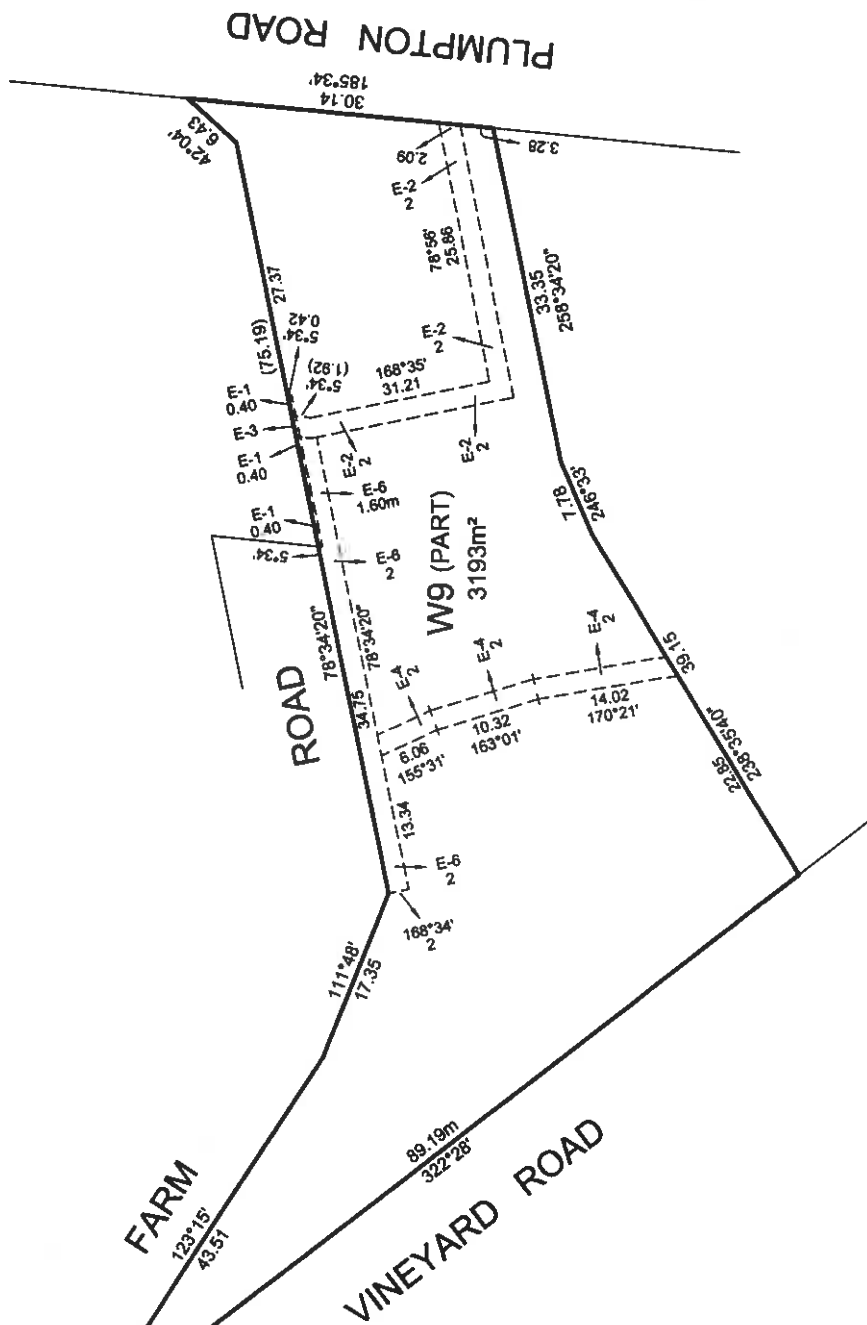
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 Melton City Council,
 28/09/2016,
 SPEAR Ref: S084527C

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SEE SHEET 2



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Digitally signed by: Richard David Ilingworth (Taylors Development Strategists Pty Ltd), Surveyor's Plan Version (2), 07/07/2016		Digitally signed by: Melton City Council, 28/09/2016, SPEAR Ref: S084527C		

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Bloomdale

Diggers Rest

Design Guidelines
June 2017
Stages 23 - 28

DRAFT

ILLUSTRATIVE MASTER PLAN





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Bloomdale

Diggers Rest

ILLUSTRATIVE MASTER PLAN

DRAFT



LEGEND

- Stages 23 - 28
- - - Stage Boundary
- Land lots
- Lots with reduced front setback

NOTES:

- The dimensions shown on the illustrative master plan are indicative only. Detailed lot dimensions are shown on Plan of Subdivision.
- The depiction of landscaping, footpaths street tree planting, embellishment of parks and the like are indicative only and do not necessarily reflect final design that requires the inputs and approvals by various authorities.

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Bloomdale
Diggers Rest

01

Bloomdale, Diggers Rest is a vast new residential development designed to create an exceptional living environment for all residents. Residents will be provided with a host of desirable and functional services, with a focus on quality of lifestyle.

The Bloomdale master plan has been developed as a specific response to its natural environment, with the intent of nurturing a cohesive neighbourhood and promoting the needs of its community. Ranging in lot size, the Bloomdale master plan is delivering in excess of 1600 dwellings in a community based environment.

In addition to the natural attributes offered at Bloomdale, master planning will also cater for an architecturally designed activity centre. Proposed to be centrally positioned, this facility will form the hub for many community based activities and reflect the progressive architectural principles of design which will be encouraged and reflected throughout the entire community.

1.1 Design Guidelines

These Design Guidelines apply to all residential lots approved under Melton Planning Permit No. PA2016/5231 that are within stages 23 - 28, and do not apply to any integrated development sites created under that permit requiring a separate planning permit.

The Design Guidelines document has been prepared to assist Owners, Designers and Builders by guiding the design of the built environment within Bloomdale. These Design Guidelines present a series of measures designed to protect the design integrity of Bloomdale and ensure a high standard of innovative, contemporary and environmentally compatible design that will support the value of the investment in your home.

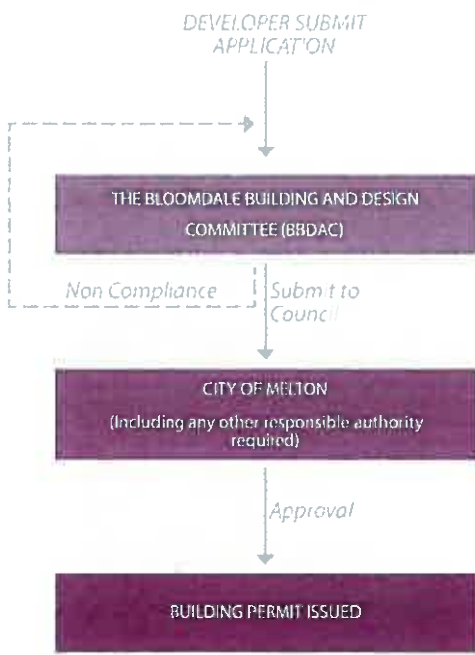
The Design Guidelines will also support the creation of the character of the neighbourhood, and to achieve an appropriate level of quality for housing and streetscape development at Bloomdale.

These Design Guidelines may be amended on occasions at the developer's discretion, subject to Melton City Council approval, to reflect changes in design trends or to coincide with the release of later stages.

All care has been taken to ensure that the Design Guidelines comply with current building legislation. However, the Owner is responsible for ensuring compliance with all statutory requirements.

Owners, Designers and Builders should review these Design Guidelines in conjunction with the land sales contract.

DEVELOPERS APPROVAL



1.2 Developer's Approval

The siting and design of homes at Bloomdale is to be approved by The Bloomdale Building and Design Approval Committee (BBDAC). Approval by the BBDAC is required before applying for a building permit for the construction of a new dwelling. Approval by the BBDAC is not a building approval nor does it imply compliance with the building code, Building Regulations or City of Melton Planning Scheme.

The BBDAC also reserves the right to approve applications based on architectural merit. It is the applicant's responsibility to ensure that plans meet the relevant planning and building requirements, in addition to these design guidelines.

The BBDAC Approval application form and checklist is included as Appendix 1 to this document.

Only a fully scaled set of application documents will be considered. No concept designs will be accepted.

The BBDAC will assess all designs and if they are compliant with the Design Guidelines, provide a letter of approval along with an endorsed copy of the plans and external colour schedule. Applications that substantially comply with the Design Guidelines may be given a letter of approval with conditions requiring the rectification of minor deviations. These deviations may also be noted on the plans. The BBDAC may also offer suggestions intended to improve designs.

If the design submission does not comply with the Design Guidelines, the BBDAC will advise the applicant of the reasons of non-compliance and suggest amendments. Applicants will then be required to re-submit amended plans in order to gain approval.

The final decision of all aspects of the Design Guidelines will be at the discretion of the BBDAC.

The BBDAC will endeavour to process applications as quickly as possible, generally within 7 business days of receipt. Once approval is obtained an application for a building permit may be lodged with the City of Melton or an accredited building surveyor.



1.3 Medium and High Density Lots

The requirements contained in these design guidelines do not cover integrated development sites that require a separate planning permit from Council. Prior to a planning application being lodged with Council for the development of an integrated site, the plans must be assessed and approved by the BBDAC.

1.4 Planning Permit

A planning permit is not required to construct or extend one dwelling on a lot with an area less than 300m² where:

- the lot is identified as a lot where the provisions of the Small Lot Housing Code apply, via a restriction on title.
- the dwelling is constructed or extended in compliance with the building envelope.

Lots with an area of 300m² or less without an approved building envelope are required to obtain a planning permit from Melton City Council prior to obtaining a Building Permit. These lots must also comply with the relevant requirements of these design guidelines and obtain approval from the BBDAC before applying for a Planning Permit. For information on how to apply for a Planning Permit, please refer to the Council's website (www.melton.vic.gov.au) or contact the Council's Planning Department on 9747 7200.

1.5 Covenants

These Design Guidelines are registered on the property Title as a Memorandum of Common Provisions (MCP) referred to by a restrictive covenant.

In the event that requirements under the Design Guidelines contradict covenants defined within the Plan of Subdivision or the MCP, the Plan of Subdivision or the MCP will prevail.

1.6 Statutory Obligations

Together with the Design Guidelines and Covenants, it will be the purchaser's responsibility to ensure all submitted documents comply with the Victorian Building Code, Rescode and all other planning and authority requirements, along with current Victorian energy rating standards prior to construction.

02



Example of non compliance facades, identical facades to those together

2.1 Dwellings

Only one dwelling is permitted per property for lots under 600m².

On a lot greater than 600m², an additional dwelling is subject to approval from the BBDAC and City of Melton and may be considered for:

- (a) A dependant persons unit on lots greater than 600m²;
- (b) Corner lots and
- (c) Lots identified as integrated housing sites.

No further subdivision is permitted without the written approval of the BBDAC.

2.2 Identical Façade Assessment

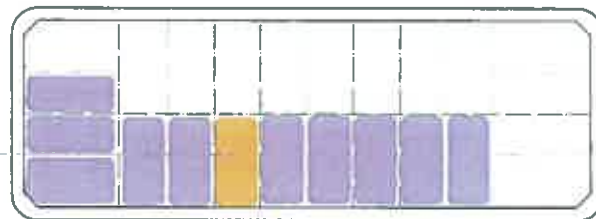
In order to uphold the integrity of all new homes, 2 dwellings with identical façades must not be built within 5 contiguous lot spaces of the original lot. Provision includes lots either side, opposite and encompassing other street frontages where applicable.

On lots less than 300m², 2 dwellings with identical façades must not be built within 2 contiguous lot spaces of the original lot. Under this clause, a mirrored (symmetrical) façade is not considered to be an identical façade.

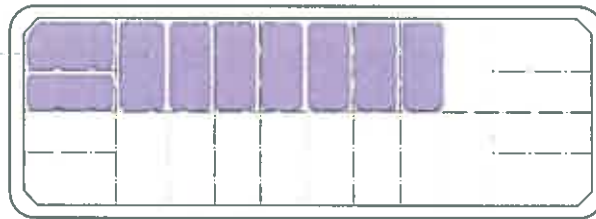
This provision does not apply to integrated housing developments.

IDENTICAL FAÇADES DIAGRAM

Orange Façade Approved



Approval will not be permitted in purple if building a lot identical to orange facade



Example of compliant architectural characteristics, contemporary design with architectural features.

2.3 Architectural Characteristics

Designs incorporating a variety of modern architectural styles are encouraged. Unique dwelling designs displaying innovation and originality will be assessed favourably if they are shown to be in keeping with the contemporary design intent of Bloomdale.

Architectural features such as verandahs, porticos, feature windows, façade detailing, roof features and articulated building forms are required. Building materials such as masonry, render, natural stone and timber cladding should be used and paint work should be complementary in colour selection.

Contemporary roof and awning themes coupled with articulation of single and double storey volumes are also preferred design initiatives.

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2.4 Corner Lot Characteristics

Dwellings constructed on corner blocks and on lots that abut public open space areas such as a park or reserve must address both street frontages through the use of wrap around verandahs, feature windows, detailing, etc. Well-articulated architectural treatments should be provided where built form is visible beyond the side fence line, and at upper levels.

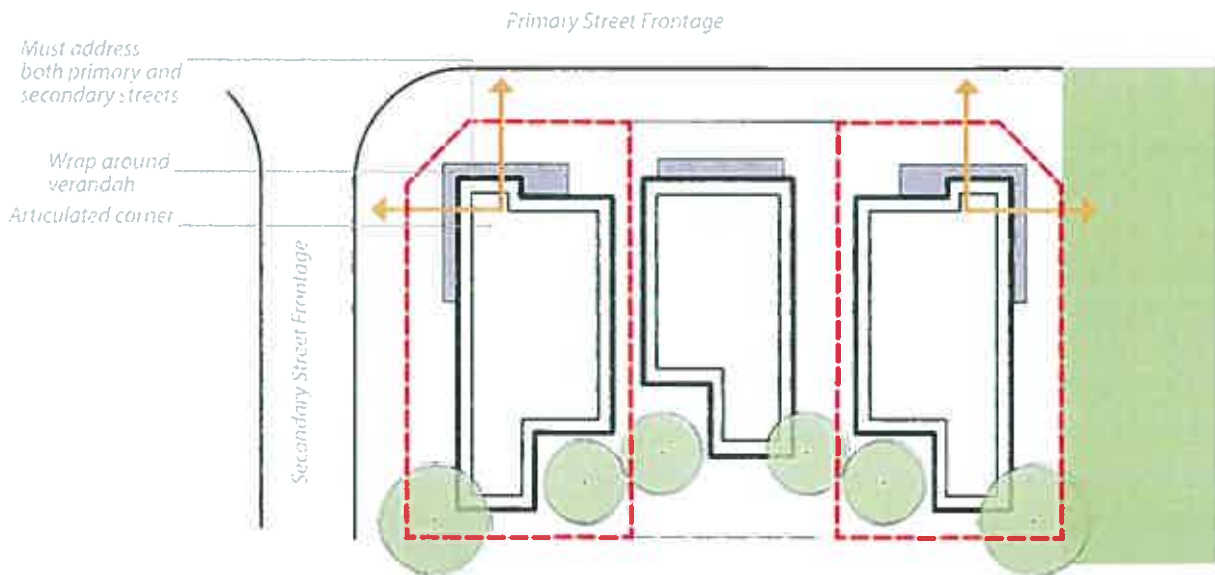
Overall facade articulation and material variation is strongly encouraged. It will be at the discretion of the BBDAC to determine acceptable corner treatment for each corner lot submission.

Entries and/or garages facing the secondary street frontage may be considered by the BBDAC where they are located adjoining open space and linear pedestrian open space links.



Example of compliant treatment, articulation of corner and verandah wrapping the corner

CORNER LOT CHARACTERISTICS DIAGRAM



Example of non compliant treatment, no articulation or addressing open space.



Example of compliant treatment, articulation of corner and verandah wrapping the corner.



Example of compliant treatment, articulation of corner and verandah wrapping the corner.



Example of compliant treatment for facade, entry made a feature.



Example of compliant treatment for facade, entry made a feature.



Example of non compliant treatment for porches and entries, no features.

2.5 Porches & Entries

An entry feature complementary to the dwelling design must be incorporated to create a sense of entry. This can be a porch, portico, balcony or verandah and can be a central feature of the façade or located towards the end. Appropriate location of the entry will increase the character of the dwelling and contribute to a varied streetscape.

2.6 Dwelling Size

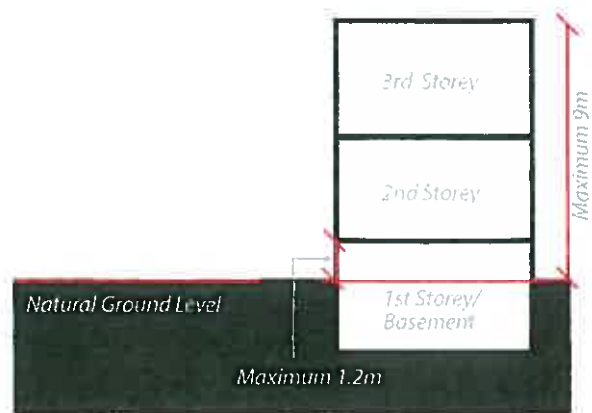
The siting and proportion of the dwelling on the lot should be a well thought out response to the site.

2.7 Building Heights

Maximum building heights should generally accord with Rescode requirements.

Triple storey dwellings and/or basements should adhere to the relevant height requirements. Basements may have a maximum projection of 1.2m above natural ground level.

A ceiling height of 2590mm is encouraged for all single storey dwellings and the ground floor of double storey dwellings. A minimum ceiling height of 2440mm is permitted, subject to approval by the BBDAC but is not encouraged.





Example of compliant treatment for garage, integrated into, and complements built form character.

2.8 Roofs

Applicants are encouraged to explore varying roof forms which could include combinations of pitched and flat roofs as well as curved elements. The minimum roof pitch must be 22 degrees while skillion and accent sections may have a minimum pitch of 16 degrees.

Eaves with a minimum overhang of 450mm must be incorporated into dwelling facades where they:

- face any street,
- face a reserve, and
- (for double storey dwellings), all faces of the dwelling.

On single storey dwellings eaves must wrap around a minimum of 2000mm along the side of the dwelling from any street frontage (except where built to the boundary).

Permitted roof materials include masonry, slate, terracotta tiles or Colorbond®. Other non-reflective materials may be considered for review by the BBDAC.



Example of potential compliant treatment for single garage

2.9 Garages

A lockup garage for 2 vehicles must be provided on all properties with frontages greater than 12.5m. Open carports to the front of the dwelling will not be permitted. Single garages will be considered for lots with a street frontage of 12.5m or less. Triple garages will be strongly discouraged.

The architectural character of the garage must be harmonious to the main body of the dwelling.

Garages must have a slim line, sectional, tilt or panel lift door to all street frontages. Roller doors will only be permitted at the rear of the garage, as an opening to the backyard and where they are not within public view.

Where located at the front of a dwelling, garage doors or openings must occupy less than 50% of the width of the lot's street frontage. Garage doors may not exceed 6.0m in width.

On 2 storey dwellings with garages that exceed 40% of the lot frontage, balconies or windows above the garage are required.

For lots with frontages less than 8.5m that are not rear-loaded, refer to the Small Lot Housing Code incorporated into the Melton Planning Scheme.

Refer to the Section 03 Streetscape and Siting section for garage setback requirements.



Example of non-compliant treatment for garage, set far from the main built form.

03

3.1 Small Lot Setbacks

Small Lots are lots with an area less than 300m².

Unless otherwise approved by the BBDAC, front loaded dwellings must be setback from the front property boundary by a minimum of 3.0m and a maximum of 4.0m. Please refer to the Building Envelope plans for all minimum setbacks.

Porches, porticos and verandahs less than 3.6m in height may encroach up to 1.0m into the minimum front setback.

Unless rear loaded, garages must be located behind the front wall of the main dwelling (not including the porch, portico or verandah) or a minimum of 5.0m from the front boundary, whichever is greater.

Setbacks from the secondary street frontage of a corner lot must comply with Rescode and/or any other governing authority requirements. Garages may be permitted facing the secondary street frontage; however, the secondary façade must demonstrate articulation.

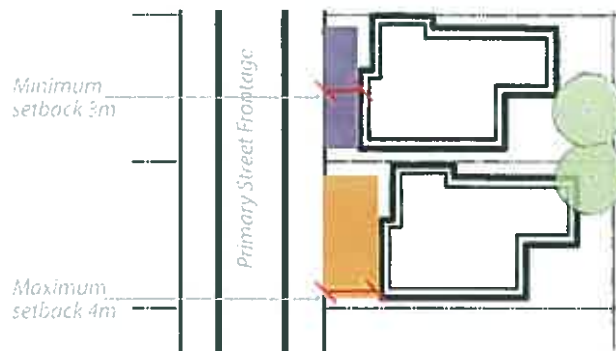


Example of non compliant treatment, no setback.



Example of compliant treatment for small lot setbacks, overlooking open space.

SMALL LOT SETBACK PLAN



3.2 Standard Lot Setbacks

Dwellings must be setback from the front boundary by a minimum of 4.0m and a maximum of 6.0m.

Porches, porticos and verandahs less than 3.6m in height may encroach up to 1.0m into the minimum front setback.

Unless rear loaded, garages must be located behind the front wall of the main dwelling (not including the porch, portico or verandah) or a minimum of 4.9m from the front boundary, whichever is greater.

Garages may be built on side boundaries in accordance with Rescode and/or any other governing authority requirements.

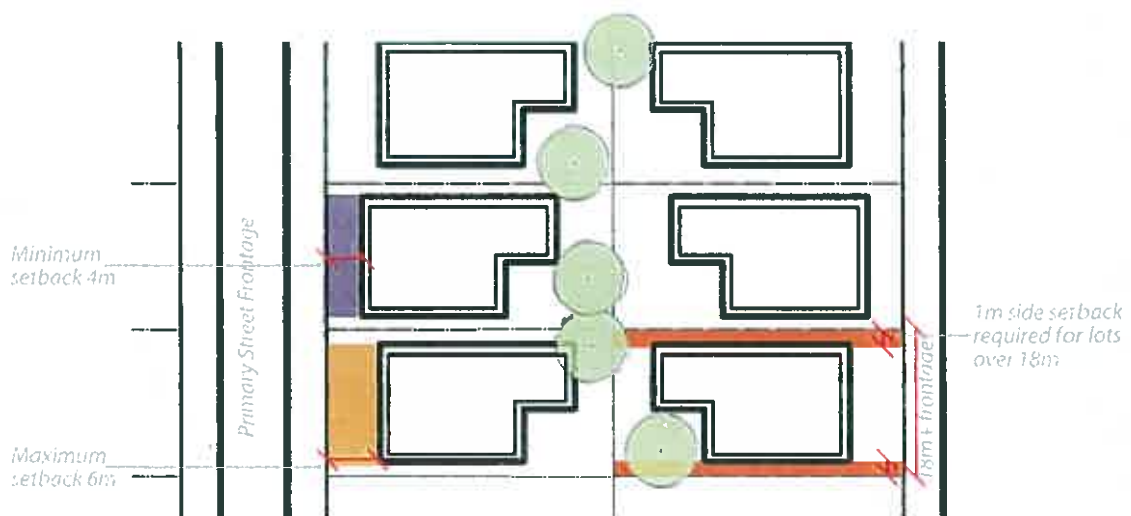
Single storey dwellings on regular lots 18m or wider must be setback from side boundaries by a minimum of 1.0m. Regular lots are those lots where the front boundary dimension is the same as the rear boundary dimension

Double storey dwellings must be setback from side boundaries in accordance with Rescode and/or any other governing authority requirements.

Rear setbacks are to be in accordance with Rescode and/or any other governing authority requirements.

These requirements may be varied with the written approval of the BBDAC and City of Melton.

STANDARD LOT SETBACK PLAN





Example of compliant standard lot corner treatment

3.3 Standard Corner Lot Setbacks

Where applicable, standard corner lots must comply with the setback requirements listed in section 3.2, as well as the following.

Setbacks from the secondary street frontage must comply with Rescode and/or any other governing authority requirements.

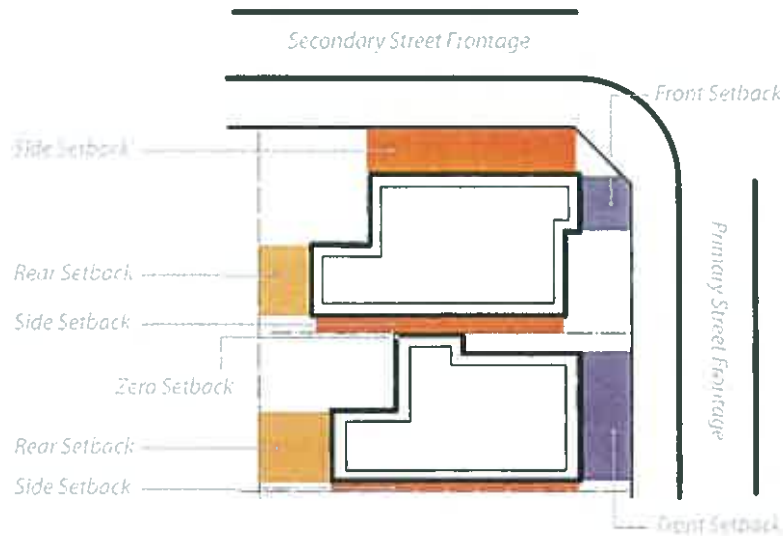
Where facing the secondary street frontage, the garage must be setback a minimum of 5.0m from the secondary street frontage. An easement running along the rear of the lot cannot be built over, and the garage may have to be setback from the rear boundary to accommodate the easement. Garages must be located adjacent to the side boundary of the lot but are not permitted adjacent to boundaries abutting public open space.

3.4 Building Envelopes

If a building envelope is shown on a plan of subdivision or within a Memorandum of Common Provisions it must be adhered to.

It is the responsibility of the applicant to investigate the existence of any building envelopes prior to design and submission to the BBDAC.

BUILDING ENVELOPE DIAGRAM



04

4.1 Materials

External walls must be constructed from a minimum of 75% face brick, brick or masonry veneer or other approved texture coated material. At least 25% of the facade of the home must be finished in a contrasting/feature element in a different texture, material or colour.

The utilisation of materials such as natural stone, exposed timber or other feature cladding materials will be considered and encouraged as key design articulation elements. Use of quality materials and finishes is encouraged to give a timeless appeal.

Homes in kit or modular form and the use of second hand materials will be subject to approval by the BBDAC and City of Melton. New building materials based on recycled content is permitted.

Unless otherwise approved by the BBDAC, unpainted and/or untreated metalwork and reflective glazing will not be permitted. Infill fibre sheet panels are not permitted above window and door openings where visible from the street.

Fibre-cement sheeting may be permitted if finished as either a textured, painted or rendered surface except as above.



Example of compliant material treatment, complementary materials and colours.



Example of compliant material treatment, complementary treatment and colours.



Example of non compliant materials treatment, no differentiating materials.

4.2 Colour Schemes

A harmonious colour palette consisting of natural, subdued hues which are complementary to the surrounding environment and colour tones which reflect the theme of the dwelling will be encouraged. Limited use of strong or bold colours may be adopted to reinforce the contemporary nature of the dwelling design.

In order to avoid further information being requested in regards to colour schedules, the applicant must ensure that all relevant information is provided when applying for design approval.



Example of non compliant colour schemes.

05



Example of compliant driveway, aggregate driveway with planting on boundary.



Example of non compliant driveway, plain concrete not permitted.



Example of compliant front fencing, greater than 50% transparent and less than 1.2m in height.



Example of compliant front fencing, greater than 50% transparent and less than 1.2m in height.



Example of compliant front fencing, greater than 50% transparent and less than 1.2m in height.

5.1 Driveways

There must be only one driveway per lot, located to align with the crossover. Garages should be sited on the lot in response to the location of existing crossovers with driveways tapered to match crossover width. There must be at least 300mm of screen planting between the driveway and the adjacent side boundary.

Driveways must be fully constructed prior to the issue of the Occupancy Permit.

All driveways, porches and any other concreted areas within the front yard must be constructed of masonry pavers, exposed aggregate, coloured concrete, fixed granular surfaces or stamped or stenciled masonry surface. The colour selection must complement the building design and external colour scheme.

No plain concrete will be permitted unless it is out of public view.

5.2 Boundary Fencing

Fencing type will be consistent throughout Bloomdale. Fencing is a common link binding the streetscape and highlighting the individuality of each dwelling.

All fencing must be shown on plans submitted to the BBDAC for approval.

5.2.1 Front Fencing

Front fencing is permitted subject to approval. Proposed front fences must not exceed 1.2m in height and must be largely transparent (ie. 50% or more) in construction. The proposed front fences must return along the side boundary, and extend to meet the side fence. Low masonry walls not exceeding 0.9m height which complement the façade of the building will be permitted. Where a front fence is to be constructed on a corner lot, it must return and extend to meet the side fence.

For the Display Village, the builder can incorporate a temporary front boundary fencing. The temporary fence can be pool type flat topped black powder coated fence with a maximum height of 1.2m. Any such temporary front fence will be permitted within the confines of the Display Village only.

5.2.2 Side and Rear Fencing

All side and rear boundary fencing must be constructed from timber palings, to a height of 1900mm (+/-50mm). Side boundary fencing must terminate and return to the dwelling at least 1.0m behind the front building line. This part of the fence that returns to the house is known as a wing fence. Wing fencing must also be constructed from timber palings, unless approved by the BBDAC. Wing fencing must be 1900mm (+/-50mm) in height. It is encouraged to include a gate within the wing fencing; however, direct access to the rear yard may be possible either via a gate or directly from your garage. Where timber paling fencing is used, timber capping is encouraged.

5.2.3 Side Street Fencing

On a corner lot with a side boundary that forms the rear boundary of an adjoining lot, the side fence on that boundary can continue to the front boundary. On corner lots, fencing to the secondary street frontage should be setback a minimum of 4.0m from the primary street frontage.

For fencing to boundaries abutting a reserve and on corner lots, the side fencing along the secondary street must be constructed from timber palings to a height of 1900mm (+/-50mm). The fencing must have exposed posts on both sides of the palings and palings must be on the external side fronting the street.

7

5.3 Front Landscaping

To promote an attractive neighbourhood, residents are encouraged to install quality landscaping.

The form and texture of the plantings should complement and enhance the architecture of the dwelling. Planting of canopy trees in appropriate locations is encouraged. Landscape designs should be prepared with an objective for low water usage.

Gardens are encouraged to be environmentally sensitive by utilizing appropriate drought tolerant native plants, organic or mineral mulches and drip irrigation systems. Native plants that are common to Victoria and the Region are also encouraged.

Landscaping of your front garden must be completed within 6 months of issue of the Occupancy Permit. Hard paved or impervious surfaces must be limited to driveways and pedestrian pathways only.

The minimum front landscaping works will include:

- Fine grading and shaping of landscaped and lawn areas.
- Cultivation of existing soil in the garden beds to a 200mm depth, the addition of imported topsoil and fertiliser to all landscaped areas, as well as the use of mulch and/or other selected topping.
- At least 1 mature tree (2.0m minimum height).

5.4 Letterboxes

Letterboxes should be designed to match and compliment the dwelling design. Single post supported letterboxes are discouraged.



Example of compliant garden planting, good use of texture and colour.



Example of compliant garden planting, good use of texture and colour.



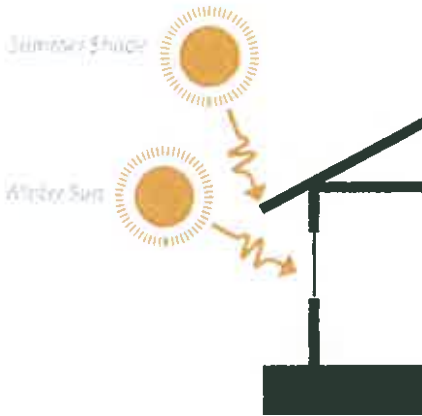
Example of compliant letterbox.



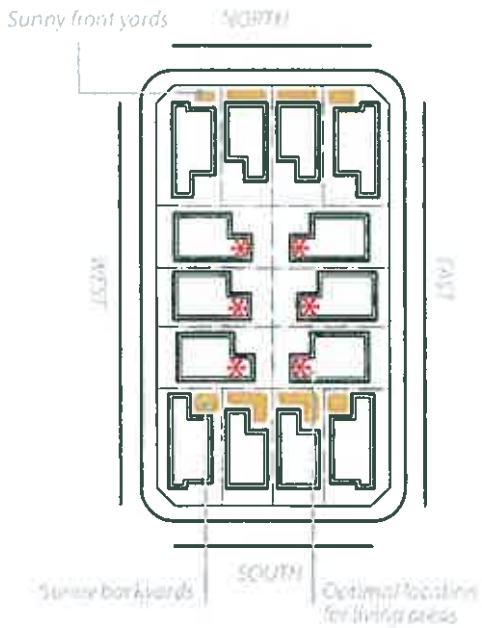
Example of compliant letterbox.

06

ENERGY EFFICIENCY TECHNIQUES



ORIENTATION



6.1 Liveability Considerations

Applicants are encouraged to submit designs that are environmentally responsible.

The orientation of your lot will determine the best siting of the house on the lot. A building's orientation plays a large part in achieving the optimum solar access for your home during winter.

Lots on the north side of a street will have sunny backyards – good for private outdoor living.

Lots on the south side of a street will have sunny front yards – good for show piece gardens.

Lots facing east-west will have sunny side yards – these houses should be sited to leave the largest possible outdoor living space along the northern boundary.

Dwellings can become more liveable by taking into account the orientation of rooms and windows, shading of windows and walls, ceiling heights, sustainable building materials, cross flow ventilation, covered open spaces, insulation and water efficient fixtures. Eave design can act as excellent shading devices during warmer months. Implementing these features can also result into substantial financial savings for the home owner.

Double storey homes must respect the privacy of neighbouring dwellings, including potential overshadowing issues that may arise as a result of siting choices. It is the responsibility of applicants with double storey proposals to ensure their design has demonstrated these factors and to receive approval from the relevant authority and/or Building Surveyor prior to construction.

6.2 Solar Heating Panels

Solar heating panels must be located on roof planes preferably not visible from public areas.

The panels should follow the roof pitch.

Where visible from public areas, solar panels will be assessed on their merits with regard to scale, form and colour.

6.3 Rainwater Tanks

Rainwater storage is encouraged. The rainwater tank and all accessories must not be located in front of the dwelling or be visible from the street and public spaces. The rainwater tank and all accessories must be coloured to match the dwelling.

To help calculate the size of water storage that you may require please contact the Department of Sustainability and Environment for appropriate storage requirements in relation to the collection area provided.

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6.4 Recycled Water

Recycled water will be in use at Bloomdale for toilet flushing and garden usage. All residents are required to connect their dwellings to this service to reduce the consumption of potable water.

For more information, please visit www.westernwater.com.au, or visit the link below to find out about recycled water in the home, and download the 'recycled water in the home information kit'.

<http://www.westernwater.com.au/wsservices/Recycledwater/Pages/Recycledwaterinthehome.aspx>

6.5 Energy Ratings

It is the applicants' responsibility when building a home to comply with Victoria's energy rating requirements. Dwelling designs should be assessed by a licensed energy rating company, and they in turn will make recommendations regarding insulation and other resource saving measures. Dwellings must achieve the minimum standard as currently legislated.

6.6 NBN Co

The development qualifies for future NBN roll out. All premises must be aware of and conform with the NBN Co Preparation and Installation Guide for SDU's and MDU's.

<http://www.nbnco.com.au/assets/documents/preparation-and-installation-guide-for-sdus-and-mdus.pdf>

07

7.1 Sheds

The colours and materials selected for sheds should be consistent with and complementary to, the materials used for the dwelling. Colorbond® and similar products are acceptable materials.

Sheds must be screened from any street and/or public view by locating to the rear or side of the dwelling. An appropriately located carport out of public view should be considered to store boats, trailers or any similar vehicles.

Sheds must not cover an area greater than 15m² and must not exceed a maximum height of 2.5m.

7.2 Pergolas, Patios & Decking

Any proposed additional buildings or ancillary structures including decking, pergolas, patios, carports, swimming pools, BBQ areas or similar, must be submitted to the BBDAC for approval. This can be done at the time of submitting the dwelling design or done at a later date as a standalone submission.

The BBDAC will assess these structures/applications on their merits.

Please note that later date stand-alone submissions will incur an additional assessment fee.

7.3 Ancillary Items

All external plumbing must be out of public view, with the exception of gutters and downpipes.

Downpipes must not be located on the front façade of the dwelling.

External TV antennae and other aerials must be unobtrusive and located towards the rear of the dwelling.

Satellite dishes will only be approved if out of public view. Clothes lines must not be visible from public areas.

Externally mounted spa equipment attached to side boundary walls of any dwelling must be positioned out of public view, be painted in a colour matching the adjoining wall surface and fitted with noise baffles.

Evaporative cooling units are to be located out of public view where possible and must be of low profile, located below the ridgeline and coloured to match the roof.

Metal security shutters are not permitted.



08

The land is outside the Melbourne Airport Environs Overlay – Schedule 2 under the Melton Planning Scheme. This may change.

The land within this subdivision is in proximity to Melbourne Airport. The land may be affected by aircraft noise.

- The effect of aircraft noise (and the boundaries of the Melbourne Airport Environs Overlay – Schedule 2 control under the Melton Planning Scheme) can vary over time with changes to Melbourne Airport's operations, traffic volumes and types of aircraft using Melbourne Airport.
- The most up-to-date information concerning aircraft noise can be obtained from Melbourne Airport and its website, which can be accessed at: <http://www.melbournairport.com.au/>
- Australian Standard AS2021:2015 Acoustics Aircraft Noise Intrusion, Building Siting and Construction, provides guidance in the measures that can be taken in the construction of dwellings to mitigate the effect of aircraft noise and may be considered in the design of any dwelling. Application of the Australian Standard is not mandatory for this land, but this may change.
- In the event of any amendment to the Melbourne Airport Environs Overlay – Schedule 2 under the Melton Planning Scheme which creates an inconsistency between that provision and these Housing and Design Guidelines that relate to aircraft noise, the provisions of the Melbourne Airport Environs Overlay – Schedule 2 control prevail.

09

9.1 Maintenance of the Lot

Prior to the occupation of a dwelling, the lot must be maintained by keeping the grass cut, and the lot free from rubbish. Builders' waste materials and rubbish during construction must be removed on a regular basis and must not be allowed to accumulate. Should lots not be maintained to an acceptable level, the Developer reserves the right to carry out clean up works as necessary. Any such costs incurred by the Developer will be passed on to the lot owner.

After occupation of the dwelling, front yards must be maintained to an acceptable level. Rubbish and recycle bins must be stored out of public view. It will be at the discretion of the BBDAC to determine if allotments are being maintained to an acceptable level.

9.2 Commercial Vehicles

Trucks or commercial vehicles (exceeding 1 tonne), recreational vehicles and caravans shall be screened from public view when parked or stored.

9.3 Signs

No signs, including 'For Sale' signs, may be erected by the Purchaser other than a 'Home for Sale' sign that may be erected after completion of the construction of a dwelling.

Builders' signs may be permitted (600mm x 600mm maximum) where they are required on allotments during construction. Only one advertising sign per dwelling is permitted at any one time and these signs must be removed once the property is sold.

010

ARTICULATION means both horizontal and vertical projection forward and back from the primary building face.

BBDAC means The Bloomdale Building and Design Approval Committee that includes **AVID PROPERTY GROUP NOMINEES PTY LTD ATF DIGGERS REST TRUST B** as the developer/owner of Bloomdale Residential Estate.

BUILDING has the same meaning as in the Building Act;

BUILDING ACT means the act of the Victorian Parliament known as the Building Act 1993;

BUILDING ENVELOPE means an area within each lot (defined by the particular lot setbacks) where development of a dwelling, shed and garage is allowed subject to the particular provisions of this document, and the Scheme;

BUILDING ENVELOPE PLAN means the plan which shows the approved building envelopes, setbacks and other related matters for the lots within the Plan of Subdivision;

BUILDING PERMIT means a building permit in terms of the Building Act;

CORNER LOT means a lot with a corner where each boundary connects to a street or public open space;

DESIGN GUIDELINES Design Guidelines mean the building design guidelines approved under Permit No. PA2016/5231 which may be amended from time to time.

DWELLING means a building used as a self-contained residence which must include:

- a kitchen sink;
- food preparation facilities;
- a bath or shower; and
- a closet pan and wash basin.

It includes out-buildings and works normal to a dwelling.

FRONTAGE means the road alignment at the front of a lot. If a lot abuts two or more roads, the one to which the building, or proposed building, faces.

FRONT GARDEN includes any area between the building line and the front boundary of a lot and side street boundary or boundary abutting public open space of a corner lot that is visible from a street;

HEIGHT has the same meaning as in the Regulations;

INTEGRATED SITE is a site which is a development area that ensures pedestrian connectivity and uniform built form character, and requires development consent from Melton City Council;

LOT has the same meaning as in the Building Act;

ON THE BOUNDARY means on the boundary or a setback of up to 150 millimetres from the lot/property boundary;

PRIVATE OPEN SPACE means an unroofed area of land; or a deck, terrace, patio, balcony, pergola, verandah, gazebo or swimming pool;

REGULAR LOTS are lots where the front boundary dimension is the same as the rear boundary dimension;

REGULATIONS means the Building Regulations 2006 or any subsequent regulations made pursuant to the Building Act which relate to the siting of a building;

SCHEME means the City of Melton Planning Scheme;

SECLUDED PRIVATE OPEN SPACE means that part of private open space primarily intended for outdoor living activities which enjoys a reasonable amount of privacy;

SECONDARY STREET means the street that runs along the side boundary of a property when located on a corner;

SETBACK means the minimum distance from any allotment boundary to a building;

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;

SITE COVERAGE means the proportion of a site covered by buildings;

SMALL LOTS are lots with an area less than 300m²;

STANDARD LOTS are lots with an area greater than 300m²;

DRAFT

Bloomdale
Diggers Rest

STOREY means that part of a building between floor levels. If there is no floor above, it is the part between the floor level and ceiling. It may include an attic, basement, built over car parking area, and mezzanine;

STREET, for the purposes of determining setbacks, "street" means any road other than a footway or carriageway easement; and,

WINDOW has the same meaning as in the Regulations.



011

11.1 Building and Design Approval Application Form

Bloomdale Building and Design Approval Application Form

Land Owners Details

Name	
Current Address	
Phone	
Email	

Property Number

Lot Number	
Street Address	

Builder | Designer | Architect

Company Name	
Contact	
Address	
Phone	
Email	

Building Design Details

Builder	
Building Model if Applicable	
Floor Area	

Submission Requirements.

2 x copies of each of the following plans are required:

- Site Plan
Showing proposed structures, setbacks from all boundaries, eaves overhang, fencing locations, outbuildings, driveway and path areas. Minimum Scale 1:200.
- Floor Plan/s
Including Roof Plan Minimum Scale 1:100.
- Elevations
All elevations of the structure(s) including building and roof heights, roof forms and roof pitch. Minimum Scale 1:100.
- Landscape Plan
Including driveway location and material, planting locations, lawn areas and planting schedule. Minimum Scale 1:200.
- Schedule of Materials and Colours
In the form attached.

Approval of the Building proposal as detailed in this submission is requested. I/we acknowledge that an incomplete application cannot be considered and that approval by the BBDAC is not a building approval nor does it imply compliance with the building code, Building Regulations or City of Melton Planning Scheme.

Builder/Designer/ Owner

Date: _____

DRAFT

DISCLAIMER:

1. The receipt of documents, including building plans, colour and materials specifications, any assessment of compliance by Avid Property Group or the Covenant Administrator, their review, assessment or comment on the those documents or any other documents prepared by or on behalf of or provided by the Owner, does not result in the assumption of any obligation or liability by Investa or the Covenant Administrator and does not affect the Owner's obligations or absolve the Owner from its obligations and its responsibility to comply with these Design Guidelines. Owners, Designers and Builders should review these Design Guidelines in conjunction with the land sales contract.
2. Avid Property Group may from time to time, in its absolute discretion, vary, relax or waive any of the requirements under these Design Guidelines. In the event that Investa allows a variation, relaxation or waiver of the application of the Design Guidelines, this will not set a precedent nor imply that any such action will apply again

Annexure C – Plan

PLAN OF SUBDIVISION			EDITION 1	PS749041J
LOCATION OF LAND PARISH: HOLDEN TOWNSHIP: SECTION: 13 CROWN ALLOTMENT: B (PART) CROWN PORTION: TITLE REFERENCE: Vol. Fol. LAST PLAN REFERENCE: W9 on PS749014M POSTAL ADDRESS: 120 Diggers Rest - Coimadai Road (at time of subdivision) DIGGERS REST 3427 MGA 94 CO-ORDINATES: E 297 140 ZONE: 55 (of approx centre of land in plan) N: 5833 660			COUNCIL NAME: MELTON CITY COUNCIL	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON		Lots 2301 to 2341 (both inclusive) may be affected by one or more restrictions. Refer to Creation of Restriction A, B & C on sheets 6 & 7 of this plan for details.	
ROAD R1 Reserve No. 1	Melton City Council Jemena Electricity Networks Ltd			
NOTATIONS				
DEPTH LIMITATION: Does Not Apply				
SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No.				
BLOOMDALE - Release No. 23 Area of Release: 2.374ha No. of Lots: 41 Lots and Balance Lot A				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Drainage	See Diag.	PS719779V	Melton City Council
E-2	Sewerage	2m	PS719779V	Western Region Water Corporation
E-3	Drainage	See Diagram	PS719779V	Melton City Council
	Sewerage			Western Region Water Corporation
E-4	Drainage	2m	PS727138R	Melton City Council
E-5	Sewerage	2m	PS727138R	Western Region Water Corporation
E-6	Drainage	2m	PS727138R	Melton City Council
	Sewerage			Western Region Water Corporation
E-7	Drainage	2m	This Plan	Melton City Council
E-8	Sewerage	2m	This Plan	Western Region Water Corporation
E-9	Drainage	See Diagram	This Plan	Melton City Council
	Sewerage			Western Region Water Corporation
TAYLORS		SURVEYORS FILE REF: Ref. 01112-S23 Ver. 7		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 7
Urban Development Built Environments Infrastructure 8 / 270 Ferntree Gully Road, Notling Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorstds.com.au		Licensed Surveyor: RICHARD ILLINGWORTH / Version No 7		

PS749041J

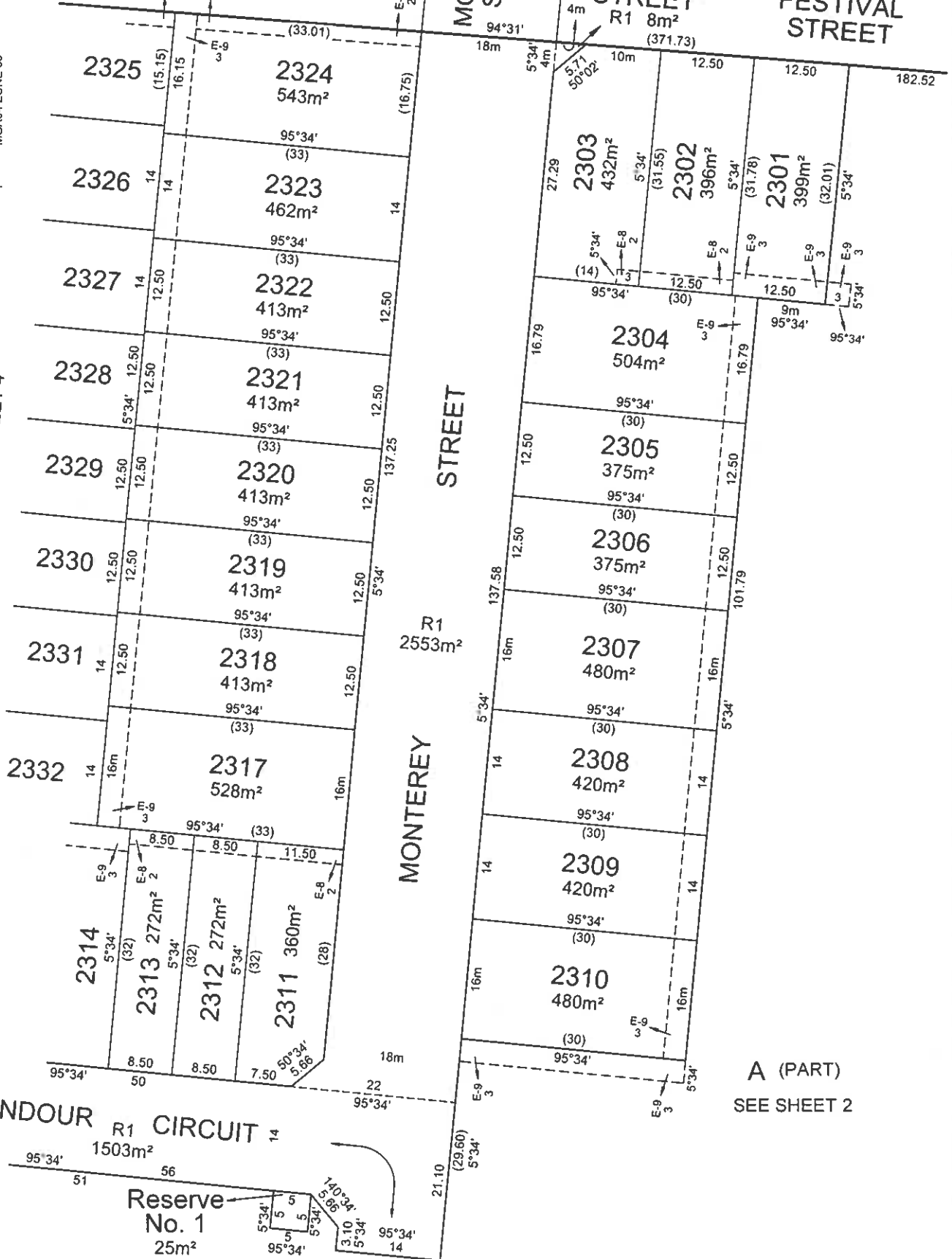
MONTEREY STREET

FESTIVAL STREET

FESTIVAL STREET

MG94 ZONE 55

SEE SHEET 4

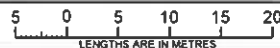


A (PART)
SEE SHEET 2

TAYLORS

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8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorstds.com.au

SCALE
1:500



ORIGINAL SHEET
SIZE A3

Ref. 01112-S23
Ver. 7

SHEET 3

Licensed Surveyor:

RICHARD ILLINGWORTH / Version No 7

CREATION OF RESTRICTION A

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: See Table 1

LAND TO BENEFIT: See Table 1

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN:

1. MUST NOT BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT OR ANY PART OF IT ANY BUILDING OTHER THAN A BUILDING WHICH HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE APPROVED MEMORANDUM OF COMMON PROVISIONS (MCP) REGISTERED IN DEALING No. WITHOUT THE PRIOR WRITTEN CONSENT OF THE RESPONSIBLE AUTHORITY, THE PROVISIONS OF THE SAID MCP ARE INCORPORATED INTO THIS RESTRICTION;
2. MUST NOT MAKE AN APPLICATION TO AMEND A BUILDING ENVELOPE UNLESS SUCH AN AMENDMENT AND ANY CRITERIA OR MATTERS WHICH MUST BE CONSIDERED BY THE RESPONSIBLE AUTHORITY IN DECIDING ON SUCH AN AMENDMENT ARE TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY; AND
3. MUST NOT ERECT ANY BUILDING ON A LOT UNLESS THE PLANS FOR SUCH A BUILDING ARE ENDORSED BY THE BLOOMDALE BUILDING AND DESIGN APPROVAL COMMITTEE (BBDAC) PRIOR TO THE ISSUE OF A BUILDING PERMIT.

THIS RESTRICTION WILL EXPIRE TEN YEARS AFTER THE DATE OF THE REGISTRATION OF THIS PLAN

Table 1

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
2301	2302, 2304
2302	2301, 2303, 2304
2303	2302, 2304
2304	2301, 2302, 2303, 2305
2305	2304, 2306
2306	2305, 2307
2307	2306, 2308
2308	2307, 2309
2309	2308, 2310
2310	2309
2311	2312, 2317
2312	2311, 2313, 2317
2313	2312, 2314, 2317
2314	2313, 2315, 2317, 2332
2315	2314, 2316, 2332

Table 1 (Continued)

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
2316	2315, 2332
2317	2311, 2312, 2313, 2314, 2318, 2331, 2332
2318	2317, 2319, 2330, 2331
2319	2318, 2320, 2329, 2330
2320	2319, 2321, 2328, 2329
2321	2320, 2322, 2327, 2328
2322	2321, 2323, 2327
2323	2322, 2324, 2326, 2327
2324	2323, 2325, 2326
2325	2324, 2326
2326	2323, 2324, 2325, 2327
2327	2321, 2322, 2323, 2326, 2328
2328	2320, 2321, 2327, 2329
2329	2319, 2320, 2328, 2330
2330	2318, 2319, 2329, 2331

Table 1 (Continued)

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
2331	2317, 2318, 2330, 2332
2332	2314, 2315, 2316, 2317, 2331
2333	2334
2334	2333, 2335
2335	2334, 2336
2336	2335, 2337
2337	2336, 2338, 2339
2338	2337, 2339
2339	2337, 2338
2340	2341
2341	2340

CREATION OF RESTRICTION B

PS749041J

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: See Table 2

LAND TO BENEFIT: See Table 2

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN MUST NOT BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT ANY BUILDING OTHER THAN A BUILDING WHICH HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE SMALL LOT HOUSING CODE INCORPORATED INTO THE MELTON PLANNING SCHEME UNLESS A PLANNING PERMIT IS GRANTED BY THE RESPONSIBLE AUTHORITY FOR A BUILDING THAT DOES NOT CONFORM WITH THE SMALL LOT HOUSING CODE.

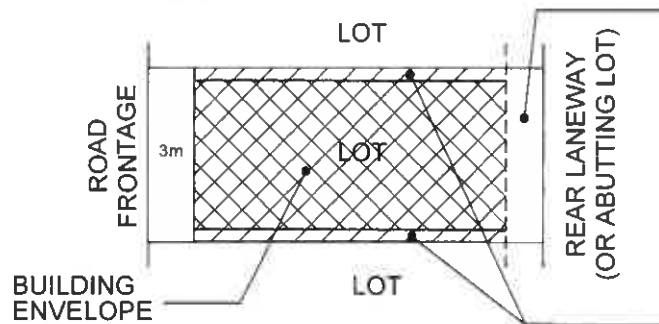
THIS RESTRICTION SHALL CEASE TO APPLY TO ANY BUILDING ON THE LOT AFTER THE ISSUE OF A CERTIFICATE OF OCCUPANCY FOR THE WHOLE OF A DWELLING ON THE LOT.

Table 2

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
2312	2311, 2313, 2317
2313	2312, 2314, 2317
2314	2313, 2315, 2317, 2332
2315	2314, 2316, 2332

SMALL LOT HOUSING CODE BUILDING ENVELOPES

TYPE A - SMALL LOTS



IF AN EASEMENT EXISTS, THE EASEMENT IS NOT TO BE BUILT UPON, EXCEPT WITH APPROVAL FROM THE RELEVANT AUTHORITY. IF NO EASEMENT EXIST, REAR SETBACKS MUST BE IN ACCORDANCE WITH THE SMALL LOT HOUSING CODE.

A WALL OF A DWELLING (INCLUDING GARAGE) MAY BE CONSTRUCTED ON OR WITHIN 200mm OF A SIDE BOUNDARY, OTHERWISE A MINIMUM 1 METRE SIDE SETBACK WILL APPLY.

CREATION OF RESTRICTION C

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: Lots 2312 - 2315 (both inclusive)

LAND TO BENEFIT: Relevant abutting lots

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN:

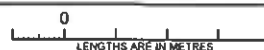
- MUST NOT BUILD OR PERMIT TO BE BUILT A BUILDING THAT IS NOT FREE STANDING WITHIN THE TITLE BOUNDARIES OF THE LOT ON WHICH IT IS BUILT.
- MUST NOT BUILD OR PERMIT TO BE BUILT A BUILDING THAT RELIES ON THE WALLS OF ADJACENT BUILDINGS FOR SUPPORT.

THIS RESTRICTION SHALL CEASE TO APPLY TO ANY BUILDING ON THE LOT AFTER THE ISSUE OF A CERTIFICATE OF OCCUPANCY FOR THE WHOLE OF A DWELLING ON THE LOT.

TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorstds.com.au

SCALE



ORIGINAL SHEET
SIZE: A3

Ref. 01112-S23
Ver 7

SHEET 7

Licensed Surveyor:

RICHARD ILLINGWORTH / Version No 7

Memorandum of Common Provisions

Section 91A Transfer of Land Act 1958

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

Lodged by

Name:

Phone:

Address:

Reference:

Customer Code:

This memorandum contains 9 pages of provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

Provisions

1 Bloomdale, Diggers Rest

These Design Guidelines apply to residential lots 2301 to 2341 within Stage 23 on Plan of Subdivision PS749041J approved under Melton Planning Permit No. PA2016/5231.

These Design Guidelines may be amended on occasions at the developer's discretion, subject to Melton City Council approval, to reflect changes in design trends or to coincide with the release of later stages.

All care has been taken to ensure that the Design Guidelines comply with current building legislation. However, the Owner is responsible for ensuring compliance with all statutory requirements.

Owners, Designers and Builders should review these Design Guidelines in conjunction with the land sales contract.

2 Developer Approval

The siting and design of homes at Bloomdale is to be approved by The Bloomdale Building and Design Approval Committee (BBDAC). Approval by the BBDAC is required before applying for a building permit for the construction of a new dwelling. Approval by the BBDAC is not a building approval nor does it imply compliance with the building code, Building Regulations or City of Melton Planning Scheme.

The BBDAC also reserves the right to approve applications based on architectural merit.

It is the applicant's responsibility to ensure that plans meet the relevant planning and building requirements, in addition to these design guidelines.

Only a fully scaled set of application documents will be considered. No concept designs will be accepted.

The BBDAC will assess all designs and if they are compliant with the Design Guidelines, provide a letter of approval along with an endorsed copy of the plans and external colour schedule. Applications that substantially comply with the Design Guidelines may be given a letter of approval with conditions requiring the rectification of minor deviations. These deviations may also be noted on the plans. The BBDAC may also offer suggestions intended to improve designs.

If the design submission does not comply with the Design Guidelines, the BBDAC will advise the applicant of the reasons of non-compliance and suggest amendments. Applicants will then be required to re-submit amended plans in order to gain approval.

The final decision of all aspects of the Design Guidelines will be at the discretion of the BBDAC.

[approval number]

MCP

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.

The BBDAC will endeavour to process applications as quickly as possible, generally within 7 business days of receipt. Once approval is obtained an application for a building permit may be lodged with the City of Melton or an accredited building surveyor.

3 Medium and High Density Lots

The requirement contained in the design guidelines do not cover integrated development sites that require a separate planning permit from Council. Prior to a planning application being lodged with Council for the development of a medium or high density lot, the plans must be assessed and approved by the BBDAC.

4 Planning Permit

A planning permit is not required to construct or extend one dwelling on a lot with an area less than 300m² where:

- the lot is identified as a lot where the provisions of the Small Lot Housing Code apply, via a restriction on title;
- the dwelling is constructed or extended in compliance with the building envelope.

Lots with an area of 300m² or less without an approved building envelope are required to obtain a planning permit from Melton City Council prior to obtaining a Building Permit. These lots must also comply with the relevant requirements of these design guidelines and obtain approval from the BBDAC before applying for a Planning Permit. For information on how to apply for a Planning Permit, please refer to the Council's website (www.melton.vic.gov.au) or contact the Council's Planning Department on 9747 7200.

5 Covenants

In the event that requirements under the Design Guidelines (endorsed under the planning permit) contradict covenants defined within the Plan of Subdivision or this MCP, the Plan of Subdivision or this MCP will prevail.

6 Statutory Obligations

It is the purchaser's responsibility to ensure all submitted documents comply with the Victorian Building Code, Rescode and all other planning and authority requirements, along with current Victorian energy rating standards prior to construction.

7 Dwellings

Only one dwelling is permitted per property for lots under 600m².

On a lot greater than 600m², an additional dwelling is subject to approval from the BBDAC and City of Melton and may be considered for:

- (a) A dependant persons' unit on lots greater than 600m²;
- (b) Corner lots and
- (c) Lots identified as integrated housing sites.

No further subdivision is permitted without the written approval of the BBDAC.

8 Identical Façade Assessment

In order to uphold the integrity of all new homes, 2 dwellings of the same front facade shall not be built within 5 contiguous lot spaces of the original lot. Provision includes lots either side, opposite and encompassing other street frontages where applicable.

On lots less than 300m², 2 dwellings with identical façades must not be built within 2 contiguous lot spaces of the original lot. Under this clause, a mirrored (symmetrical) façade is not considered to be an identical façade.

This provision does not apply to integrated housing developments.

9 Architectural Characteristics

Designs incorporating a variety of modern architectural styles are encouraged. Unique dwelling designs displaying innovation and originality will be assessed favourably if they are shown to be in keeping with the contemporary design intent of Bloomdale.

Architectural features such as verandahs, porticos, feature windows, façade detailing, roof features and articulated building forms are required. Building materials such as masonry, render, natural stone and timber cladding should be used and paint work should be complementary in colour selection.

Contemporary roof and awning themes coupled with articulation of single and double storey volumes are also preferred design initiatives.

10 Corner Lot Characteristics

Dwellings constructed on corner blocks and on lots that abut public open space areas such as a park or reserve must address both street frontages through the use of wrap around verandahs, feature windows, detailing, etc. Well-articulated architectural treatments should be provided where built form is visible beyond the side fence line, and at upper levels.

Overall facade articulation and material variation is strongly encouraged. It will be at the discretion of the BBDAC to determine acceptable corner treatment for each corner lot submission.

Entries and/or garages facing the secondary street frontage may be considered by the BBDAC where they are located adjoining open space and linear pedestrian open space links.

11 Porches and Entries

An entry feature complementary to the dwelling design must be incorporated to create a sense of entry. This can be a porch, portico, balcony or verandah and can be a central feature of the façade or located towards the end. Appropriate location of the entry will increase the character of the dwelling and contribute to a varied streetscape.

12 Dwelling Size

The siting and proportion of the dwelling on the lot should be a well thought out response to the site.

13 Building Heights

Maximum building heights should generally accord with Rescode requirements.

Triple storey dwellings and/or basements should adhere to the relevant height requirements. Basements may have a maximum projection of 1.2m above natural ground level.

A ceiling height of 2590mm is encouraged for all single storey dwellings and the ground floor of double storey dwellings. A minimum ceiling height of 2440mm is permitted, subject to approval by the BBDAC but is not encouraged

14 Roofs

Applicants are encouraged to explore varying roof forms which could include combinations of pitched and flat roofs as well as curved elements. The minimum roof pitch must be 22 degrees while skillion and accent sections may have a minimum pitch of 16 degrees.

Eaves with a minimum overhang of 450mm must be incorporated into dwelling facades where they:

- face any street,
- face a reserve, and
- (for double storey dwellings), all faces of the dwelling

On single storey dwellings eaves must wrap around a minimum of 2000mm along the side of the dwelling from any street frontage (except where built to the boundary).

Permitted roof materials include masonry, slate, terracotta tiles or Colorbond®. Other non-reflective materials may be considered for review by the BBDAC.

15 Garages

A lockup garage for 2 vehicles must be provided on all properties with frontages greater than 12.5m. Open carports to the front of the dwelling will not be permitted. Single garages will be considered for lots with a street frontage of 12.5m or less. Triple garages will be strongly discouraged.

The architectural character of the garage must be harmonious to the main body of the dwelling.

Garages must have a slim line, sectional, tilt or panel lift door to all street frontages. Roller doors will only be permitted at the rear of the garage, as an opening to the backyard and where they are not within public view.

Where located at the front of a dwelling, garage doors or openings must occupy less than 50% of the width of the lot's street frontage. Garage doors may not exceed 6.0m in width.

On 2 storey dwellings with garages that exceed 40% of the lot frontage, balconies or windows above the garage are required.

For lots with frontages less than 8.5m that are not rear-loaded, refer to the Small Lot Housing Code incorporated into the Melton Planning Scheme.

Refer to clauses 16-19 for garage setback requirements.

16 Small Lot Setbacks

Small Lots are lots with an area less than 300m².

Unless otherwise approved by the BBDAC, front loaded dwellings must be setback from the front property boundary by a minimum of 3.0m and a maximum of 4.0m. Please refer to the Building Envelope plans for all mandatory setbacks.

Porches, porticos and verandahs less than 3.6m in height may encroach up to 1.0m into the minimum front setback.

Unless rear loaded, garages must be located behind the front wall of the main dwelling (not including the porch, portico or verandah) or a minimum of 5.0m from the front boundary, whichever is greater.

Setbacks from the secondary street frontage of a corner lot must comply with Rescode and/or any other governing authority requirements. Garages may be permitted facing the secondary street frontage; however, the secondary façade must demonstrate articulation

17 Standard Lot Setbacks

Dwellings must be setback from the front boundary by a minimum of 4.0m and a maximum of 6.0m.

Porches, porticos and verandahs less than 3.6m in height may encroach up to 1.0m into the minimum front setback.

Unless rear loaded, garages must be located behind the front wall of the main dwelling (not including the porch, portico or verandah) or a minimum of 4.9m from the front boundary, whichever is greater.

Garages may be built on side boundaries in accordance with Rescode and/or any other governing authority requirements.

Single storey dwellings on regular lots 18m or wider must be setback from side boundaries by a minimum of 1.0m. Regular lots are those lots where the front boundary dimension is the same as the rear boundary dimension.

Double storey dwellings must be setback from side boundaries in accordance with Rescode and/or any other governing authority requirements.

Rear setbacks are to be in accordance with Rescode and/or any other governing authority requirements.

These requirements may be varied with the written approval of the BBDAC and City of Melton.

18 Standard Corner Lot Setbacks

Where applicable, standard corner lots must comply with the setback requirements listed in Item 17, as well as the following.

Setbacks from the secondary street frontage must comply with Rescode and/or any other governing authority requirements.

Where facing the secondary street frontage, the garage must be setback a minimum of 5.0m from the secondary street frontage. An easement running along the rear of the lot cannot be built over, and the garage

may have to be setback from the rear boundary to accommodate the easement. Garages must be located adjacent to the side boundary of lot but are not permitted adjacent to boundaries abutting public open space.

19 Building Envelopes

If building envelope is shown on a Plan of Subdivision or within a Memorandum of Common Provisions it must be adhered to.

It is the responsibility of the applicant to investigate the existence of any building envelopes prior to design and submission to the BBDAC.

20 Materials

External walls must be constructed from a minimum of 75% face brick, brick or masonry veneer or other approved texture coated material. At least 25% of the facade of the home must be finished in a contrasting/feature element in a different texture, material or colour.

The utilisation of materials such as natural stone, exposed timber or other feature cladding materials will be considered and encouraged as key design articulation elements. Use of quality materials and finishes is encouraged to give a timeless appeal.

Homes in kit or modular form and the use of second hand materials will be subject to approval by the BBDAC and City of Melton. New building materials based on recycled content is permitted.

Unless otherwise approved by the BBDAC, unpainted and/or untreated metalwork and reflective glazing will not be permitted. Infill fibre sheet panels are not permitted above window and door openings where visible from the street.

Fibre-cement sheeting may be permitted if finished as either a textured, painted or rendered surface except as above.

21 Colour Schemes

A harmonious colour palette consisting of natural, subdued hues which are complimentary to the surrounding environment and colour tones which reflect the theme of the dwelling will be encouraged. Limited use of strong or bold colours may be adopted to reinforce the contemporary nature of the dwelling design.

In order to avoid further information being requested in regards to colour schedules, the applicant must ensure that all relevant information is provided when applying for design approval.

22 Driveways

There must be only one driveway per lot, located to align with the crossover. Garages should be sited on the lot in response to the location of existing crossovers with driveways tapered to match crossover width. There must be at least 300mm of screen planting between the driveway and the adjacent side boundary.

Driveways must be fully constructed prior to the issue of the Occupancy Permit.

All driveways, porches and any other concreted areas within the front yard must be constructed of masonry pavers, exposed aggregate, coloured concrete, fixed granular surfaces or stamped or stenciled masonry surface. The colour selection must complement the building design and external colour scheme.

No plain concrete will be permitted unless it is out of public view.

23 Boundary Fencing

Fencing type will be consistent throughout Bloomdale. Fencing is a common link binding the streetscape and highlighting the individuality of each dwelling.

All fencing must be shown on plans submitted to the BBDAC for approval.

23.1 Front Fencing

Front fencing is permitted subject to approval. Proposed front fences must not exceed 1.2m in height and must be largely transparent (i.e. 50% or more) in construction. The proposed front fences must return along the side boundary, and extend to meet the side fence. Low masonry walls not exceeding 0.9m in height which complement the façade of the building will be permitted. Where a front fence is to be constructed on a corner lot, it must return and extend to meet the side fence.

For the Display Village, the builder can incorporate a temporary front boundary fencing. The temporary fence can be pool type flat topped black powder coated fence with a maximum height of 1.2m. Any such temporary front fence will be permitted within the confines of the Display Village only.

23.2 Side and Rear Fencing

All side and rear boundary fencing must be constructed from timber palings, to a height of 1900mm (+/- 50mm). Side boundary fencing must terminate and return to the dwelling at least 1.0m behind the front building line. This part of the fence that returns to the house is known as a wing fence. Wing fencing must also be constructed from timber palings, unless approved by the BBDAC. Wing fencing must be 1900mm (+/- 50mm) in height. It is encouraged to include a gate within the wing fencing; however, direct access to the rear yard may be possible either via a gate or directly from your garage. Where timber paling fencing is used, timber capping is encouraged.

23.3 Side Street Fencing

On a corner lot with a side boundary that forms the rear boundary of an adjoining lot, the side fence on that boundary can continue to the front boundary. On corner lots, fencing to the secondary street frontage should be setback a minimum of 4.0m from the primary street frontage.

For fencing to boundaries abutting a reserve and on corner lots, the side fencing along the secondary street must be constructed from timber palings to a height of 1900mm (+/-50mm). The fencing must have exposed posts on both sides of the palings and palings must be on the external side fronting the street.

24 Front Landscaping

To promote an attractive neighbourhood, residents are encouraged to install quality landscaping.

The form and texture of the plantings should complement and enhance the architecture of the dwelling. Planting of canopy trees in appropriate locations is encouraged. Landscape designs should be prepared with an objective for low water usage.

Gardens are encouraged to be environmentally sensitive by utilizing appropriate drought tolerant native plants, organic or mineral mulches and drip irrigation systems. Native plants that are common to Victoria and the Region are also encouraged.

Landscaping of your front garden must be completed within 6 months of issue of the Occupancy Permit. Hard paved or impervious surfaces must be limited to driveways and pedestrian pathways only.

The minimum front landscaping works will include:

- Fine grading and shaping of landscaped and lawn areas.
- Cultivation of existing soil in the garden beds to a 200mm depth, the addition of imported topsoil and fertiliser to all landscaped areas, as well as the use of mulch and/or other selected topping.
- At least 1 mature tree (2.0m minimum height).

25 Letterboxes

Letterboxes should be designed to match and complement the dwelling design. Single post supported letterboxes are discouraged.

26 Liveability Considerations

Applicants are encouraged to submit designs that are environmentally responsible.

The orientation of your lot will determine the best siting of the house on the lot. A building's orientation plays a large part in achieving the optimum solar access for your home during winter.

Lots on the north side of a street will have sunny backyards – good for private outdoor living.

Lots on the south side of a street will have sunny front yards – good for show piece gardens.

Lots facing east-west will have sunny side yards – these houses should be sited to leave the largest possible outdoor living space along the northern boundary.

Dwellings can become more liveable by taking into account the orientation of rooms and windows, shading of windows and walls, ceiling heights, sustainable building materials, cross flow ventilation, covered open spaces, insulation and water efficient fixtures. Eave design can act as excellent shading devices during warmer months. Implementing these features can also result into substantial financial savings for the home owner.

Double storey homes must respect the privacy of neighbouring dwellings, including potential overshadowing issues that may arise as a result of siting choices. It is the responsibility of applicants with double storey proposals to ensure their design has demonstrated these factors and to receive approval from the relevant authority and/or Building Surveyor prior to construction.

27 Solar Heating Panels

Solar heating panels must be located on roof planes preferably not visible from public areas.

The panels should follow the roof pitch.

Where visible from public areas, solar panels will be assessed on their merits with regard to scale, form and colour.

28 Rainwater Tanks

Rainwater storage is encouraged. The rainwater tank and all accessories must not be located in front of the dwelling or be visible from the street and public spaces. The rainwater tank and all accessories must be coloured to match the dwelling.

To help calculate the size of water storage that you may require please contact the Department of Sustainability and Environment for appropriate storage requirements in relation to the collection area provided.

29 Recycled Water

Recycled water will be in use at Bloomdale for toilet flushing and garden usage. All residents are required to connect their dwellings to this service to reduce the consumption of potable water. For more information, please refer to Western Water's website (www.westernwater.com.au).

30 Energy Ratings

It is the applicants' responsibility when building a home to comply with Victoria's energy rating requirements. Dwelling designs should be assessed by a licensed energy rating company, and they in turn will make recommendations regarding insulation and other resource saving measures. Dwellings must achieve the minimum standard as currently legislated.

31 NBN Co.

The development qualifies for future NBN roll out. All premises must be aware of and conform with the NBN Co Preparation and Installation Guide for SDU's and MDU's. For more information, please refer to NBN Co website (www.nbnco.com.au).

32 Sheds

The colours and materials selected for sheds should be consistent with and complementary to, the materials used for the dwelling. Colorbond® and similar products are acceptable materials.

Sheds must be screened from any street and/or public view by locating to the rear or side of the dwelling. An appropriately located carport out of public view should be considered to store boats, trailers or any similar vehicles.

Sheds must not cover an area greater than 15m² and must not exceed a maximum height of 2.5m.

33 Pergolas, Patios & Decking

Any proposed additional buildings or ancillary structures including decking, pergolas, patios, carports, swimming pools, BBQ areas or similar, must be submitted to the BBDAC for approval. This can be done at the time of submitting the dwelling design or done at a later date as a standalone submission.

The BBDAC will assess structures/applications on their merits.

Please note that later date stand-alone submissions will incur an additional assessment fee.

34 Ancillary Items

All external plumbing must be out of public view, with the exception of gutters and downpipes.

Downpipes must not be located on the front façade of the dwelling.

External TV antennae and other aerials must be unobtrusive and located towards the rear of the dwelling.

Satellite dishes will only be approved if out of public view. Clothes lines must not be visible from public areas.

Externally mounted spa equipment attached to side boundary walls of any dwelling must be positioned out of public view, be painted in a colour matching the adjoining wall surface and fitted with noise baffles.

Evaporative cooling units are to be located out of public view where possible and must be of low profile, located below the ridgeline and coloured to match the roof.

Metal security shutters are not permitted.

35 Maintenance of the Lot

Prior to the occupation of a dwelling, the lot must be maintained by keeping the grass cut, and the lot free from rubbish. Builders' waste materials and rubbish during construction must be removed on a regular basis and must not be allowed to accumulate. Should lots not be maintained to an acceptable level, the Developer reserves the right to carry out clean up works as necessary. Any such costs incurred by the Developer will be passed on to the lot owner.

After occupation of the dwelling, front yards must be maintained to an acceptable level. Rubbish and recycle bins must be stored out of public view. It will be at the discretion of the BBDAC to determine if allotments are being maintained to an acceptable level.

36 Commercial Vehicles

Trucks or commercial vehicles (exceeding 1 tonne), recreational vehicles and caravans shall be screened from public view when parked or stored.

37 Signs

No signs, including 'For Sale' signs may be erected by the Purchaser other than a 'Home for Sale' sign which may be erected after completion of construction of a dwelling.

Builders' signs may be permitted (600mm x 600mm maximum) where they are required on allotments during construction. Only one advertising sign per dwelling is permitted at any one time and these signs must be removed once the property is sold.

38 Definitions

Articulation means both horizontal and vertical projection forward and back from the primary building face.

BBDAC means The Bloomdale Building and Design Approval Committee that includes AVID PROPERTY GROUP NOMINEES PTY LTD as the developer/owner of Bloomdale Residential Estate.

Building has the same meaning as in the Building Act;

Building Act means the act of the Victorian Parliament known as the Building Act 1993;

Building Envelope means an area within each lot (defined by the particular lot setbacks) where development of a dwelling, shed and garage is allowed subject to the particular provisions of this document, and the Scheme;

Building Envelope Plan means the plan which shows the approved building envelopes, setbacks and other related matters for the lots within the Plan of Subdivision;

Building Permit means a building permit in terms of the Building Act;

Corner Lot means a lot with a corner where each boundary connects to a street or public open space;

Design Guidelines Design Guidelines mean the building design guidelines endorsed under Permit No. PA2016/5231 which may be amended from time to time;

Dwelling means a building used as a self-contained residence which must include:

- a kitchen sink;
- food preparation facilities;
- a bath or shower; and
- a closet pan and wash basin.

It includes out-buildings and works normal to a dwelling;

Frontage means the road alignment at the front of a lot. If a lot abuts two or more roads, the one to which the building, or proposed building, faces;

Front Garden includes any area between the building line and the front boundary of a lot and side street boundary or boundary abutting public open space of a corner lot that is visible from a street;

Height has the same meaning as in the Regulations;

Lot has the same meaning as in the Building Act;

On the Boundary means on the boundary or a setback of up to 200 millimetres from the lot/property boundary;

Private Open Space means an unroofed area of land; or a deck, terrace, patio, balcony, pergola, verandah, gazebo or swimming pool;

Regular Lots are lots where the front boundary dimension is the same as the rear boundary dimension;

Regulations means the Building Regulations 2006 or any subsequent regulations made pursuant to the Building Act which relate to the siting of a building;

Scheme means the City of Melton Planning Scheme;

Secluded Private Open Space means that part of private open space primarily intended for outdoor living activities which enjoys a reasonable amount of privacy;

Secondary Street means the street that runs along the side boundary of a property when located on a corner;

Setback means the minimum distance from any allotment boundary to a building;

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;

Site Coverage means the proportion of a site covered by buildings;

Small Lots are lots with an area less than 300m²;

Standard Lots are lots with an area greater than 300m²;

Storey means that part of a building between floor levels. If there is no floor above, it is the part between the floor level and ceiling. It may include an attic, basement, built over car parking area, and mezzanine;

Street, for the purposes of determining setbacks, "street" means any road other than a footway or carriageway easement;

Window has the same meaning as in the Regulations.