

Contract of Sale – Land Bloomdale Estate, Stage 26

Property: Stage 26 Bloomdale Estate, Davis Road, Diggers Rest, Victoria

Lot: on proposed plan of subdivision PS803025H (Stage 26)

**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
(3 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 REPRESENTATIVE

Self Acting - 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 PS803025H (Stage 26)

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 PS803025H (Stage 26)
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 (Bloomdale Est Stage 26)

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 seven (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. If the rates are unpaid and 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) 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 (with original signatures);

- (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 : 124067370320U

Produced 02/08/2017 11:11 am

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
AN984413X 28/06/2017

DIAGRAM LOCATION

SEE PS749014M FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

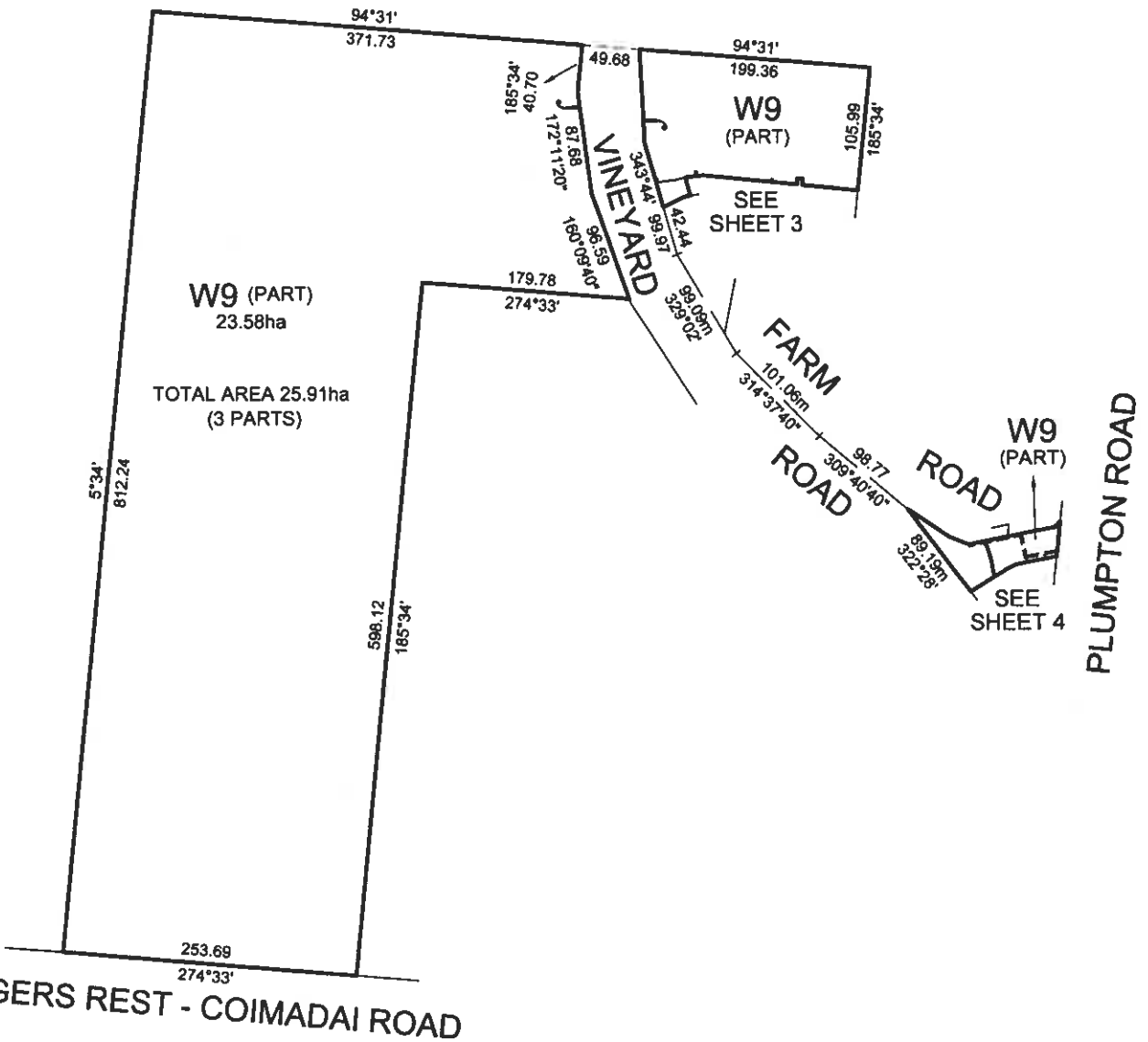
NUMBER		STATUS	DATE
AN984413X	AGREEMENT	Registered	28/06/2017
AN984699A	REMOVAL OF AGREEMENT	Registered	28/06/2017

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	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.		
ROAD R1	Melton City Council			
NOTATIONS				
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
Urban Development Built Environments Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorsds.com.au		SURVEYORS FILE REF: Ref. 01112-B5 Ver. 2		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 4
		Digitally signed by: Richard David Illingworth (Taylors Development Strategists Pty Ltd), Surveyor's Plan Version (2), 07/07/2016		PLAN REGISTERED TIME: 6:52 DATE: 20/02/2017 C. GROSSO Assistant Registrar of Titles

PS749014M

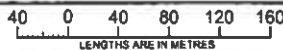
MGA84 ZONE 55



TAYLORS

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

SCALE
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Digitally signed by: Richard David Illingworth (Taylors Development Strategists Pty Ltd),
 Surveyor's Plan Version (2),
 07/07/2016

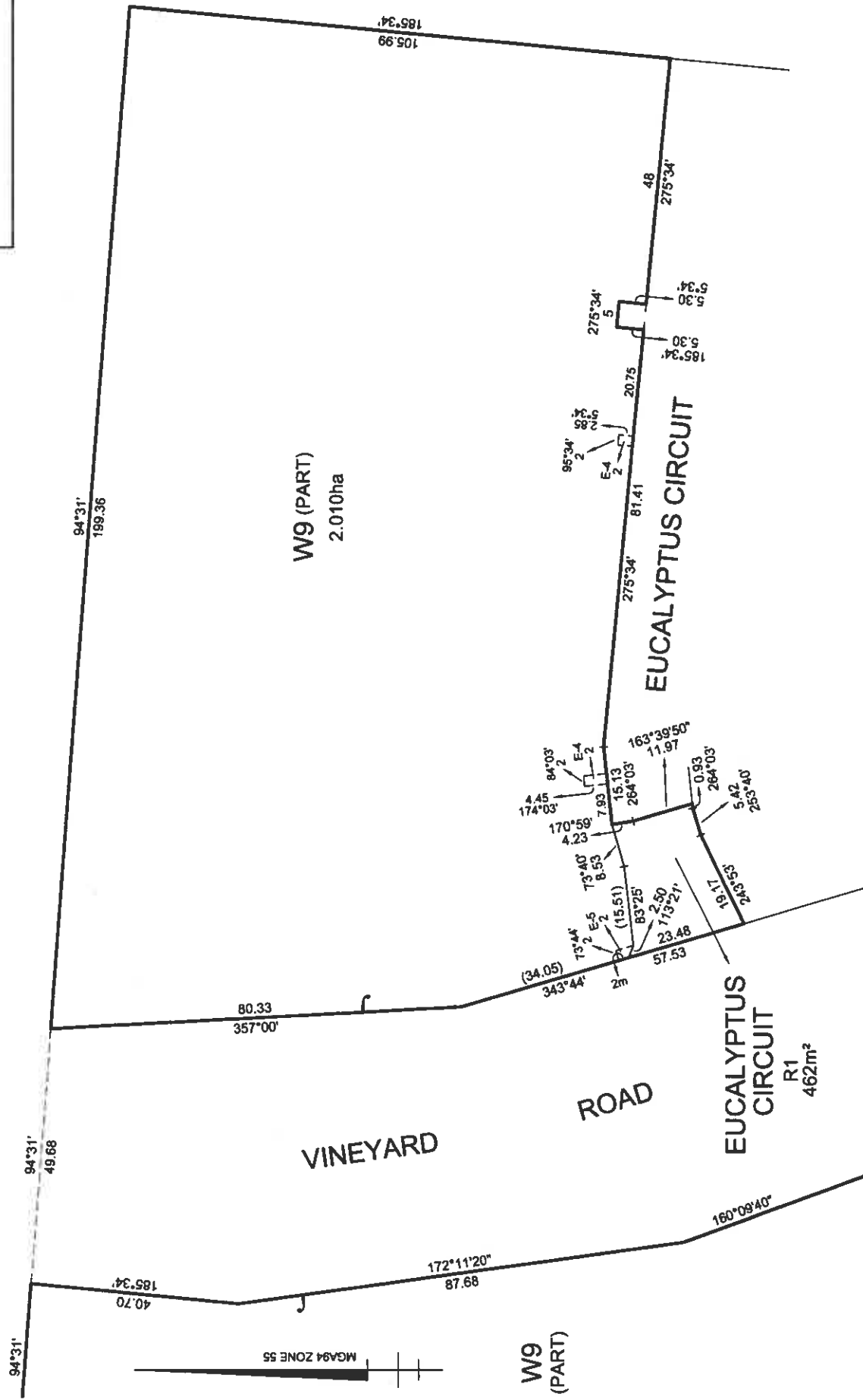
ORIGINAL SHEET
 SIZE: A3

Ref. 01112-B5
 Ver. 2

SHEET 2

Digitally signed by:
 Melton City Council,
 28/09/2016,
 SPEAR Ref: S084527C

PS749014M



SEE SHEET 2

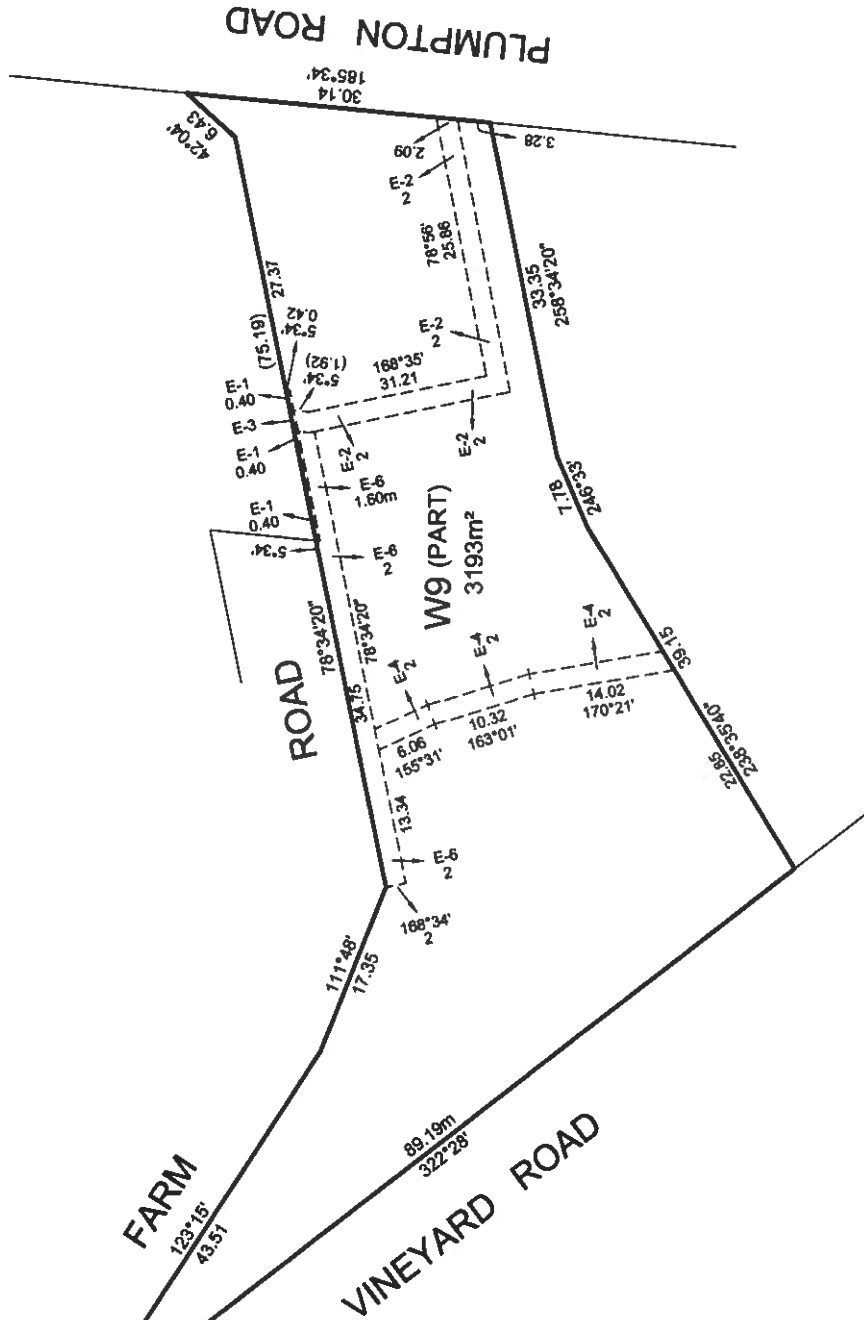
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	LENGTHS ARE IN METRES						SIZE: A3	Ver. 2	
Digitally signed by: Richard David Illingworth (Taylors Development Strategists Pty Ltd). Surveyor's Plan Version (2). 07/07/2016							Digitally signed by: Melton City Council. 28/09/2016. SPEAR Ref: S084527C		

TAYLORS
 Urban Development | Built Environments | Infrastructure
 8 / 270 Fernside Gully Road, Nobling Hill, Victoria, 3168
 Tel: 61 3 9501 2800 | Web: taylors.com.au

PS749014M

SEE SHEET 2

MGA94 ZONE 55



SCALE	1:500	ORIGINAL SHEET	Ref. 01112-B5	SHEET 4
		SIZE:	A3	Ver. 2
		Digitally signed by: Melton City Council, 28/09/2016, SPEAR Ref: S084527C		
		Digitally signed by: Richard David Illingworth (Taylors Development Strategists Pty Ltd). Surveyor's Plan Version (2). 07/07/2016		
		Urban Development Built Environments Infrastructure 6 / 270 Ferntree Gully Road, Nolding Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylors.com.au		

G1 Application to Record Notification

Section 201UB Planning and Environment Act 1987
Use to notify the Registrar of Land subject to GAIC

AH462111E

30/08/2010 \$0 201UB



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

Read this before you start

- 1 Fill page 1 online
- 2 Print form single sided
- 3 Sign with a blue or black pen

Purpose

The Growth Areas Authority applies to the Registrar of Titles to record a notification on the folio(s) of the Register described at item 1 that a growth areas infrastructure contribution may be payable.

1. What land is subject to GAIC?

Land Title 1

Volume _____ Folio _____

Land Title 2

Volume _____ Folio _____

Other Land Titles

See attached list

2. Signature/s

Growth Areas Authority

Signature

Peter Seamer

Name of Signatory

3. Date (dd/mm/yyyy)

30/08/2010

4. Does the lodging party have a customer code?

No *Go to question 5*

Yes What is the customer code? Reference

14273H

D/10/7728

5. Lodging party details

Lodging party

Given Name(s)

Family Name/
Company Name

Growth Areas Authority

Phone

Address

No.

Street

Suburb

Postcode

You may lodge this form in two ways:

1. In person

Level 9, 570 Bourke Street
Melbourne 3000

2. By mail

P.O. Box 500
East Melbourne 3002

AH462111E

30/08/2010 \$0 2010B



Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol
139/601	4594/635	8162/673	8541/356	8739/787	8842/134	8900/292
267/330	4658/415	8204/400	8541/357	8739/788	8842/135	8900/293
267/340	4787/225	8210/486	8547/501	8739/789	8842/136	8900/294
451/167	4953/483	8215/864	8547/977	8739/792	8842/137	8900/295
489/649	4964/677	8218/032	8547/978	8739/793	8850/019	8900/296
638/571	5350/889	8231/931	8547/980	8739/794	8857/981	8900/297
647/382	5507/303	8269/013	8547/981	8739/795	8865/396	8900/298
824/704	5600/900	8294/813	8569/350	8739/796	8869/771	8900/299
1031/051	5804/612	8309/576	8576/382	8739/797	8869/772	8900/300
1178/419	5910/840	8310/126	8576/384	8742/589	8869/773	8900/301
1226/165	5990/959	8310/127	8581/146	8742/590	8874/217	8900/302
1233/491	6015/996	8321/655	8592/852	8742/591	8877/852	8900/303
1251/127	6020/949	8349/370	8592/853	8742/592	8877/853	8900/304
1264/604	6043/546	8368/998	8592/876	8742/593	8888/081	8900/305
1505/901	6122/329	8378/211	8592/884	8742/594	8889/985	8900/306
1978/595	6135/000	8378/214	8592/885	8742/595	8894/157	8900/307
2041/108	6160/901	8378/215	8600/690	8742/596	8894/158	8900/308
2090/953	6168/483	8378/216	8603/842	8747/084	8894/694	8900/309
2220/934	6195/943	8378/217	8610/993	8747/085	8894/695	8900/310
2534/731	6229/723	8378/218	8611/461	8747/086	8894/696	8900/311
2534/732	6244/608	8378/219	8622/411	8752/088	8894/697	8900/312
2759/636	6298/444	8378/220	8622/412	8755/679	8894/698	8900/313
2770/963	6330/985	8378/221	8622/988	8755/751	8894/701	8900/314
2862/217	6437/282	8378/222	8622/989	8755/752	8894/702	8900/315
2946/200	6565/988	8378/223	8622/990	8755/777	8894/703	8900/316
3099/656	6581/174	8378/226	8624/292	8755/778	8898/105	8900/317
3099/675	6647/398	8379/883	8624/293	8758/355	8900/259	8900/318
3132/225	6765/868	8379/885	8624/296	8766/992	8900/261	8903/211
3188/558	6765/869	8383/697	8624/297	8772/323	8900/262	8907/122
3352/400	6765/870	8389/202	8634/128	8790/501	8900/263	8907/619
3481/102	6911/045	8403/987	8646/467	8806/545	8900/264	8908/714
3487/224	6993/407	8411/050	8677/020	8807/338	8900/265	8908/715
3509/629	7186/016	8412/208	8678/242	8807/339	8900/266	8908/716
3619/739	7194/648	8421/635	8683/243	8807/340	8900/267	8909/407
3674/635	7275/803	8427/825	8683/252	8812/559	8900/268	8909/685
3702/397	7277/277	8435/031	8692/737	8816/670	8900/269	8919/214
3724/752	7505/065	8435/502	8693/511	8816/671	8900/270	8919/215
3879/632	7532/137	8457/262	8693/513	8816/672	8900/271	8922/593
3915/946	7649/107	8459/277	8693/514	8819/811	8900/272	8923/838
3919/701	7656/039	8475/919	8696/244	8819/812	8900/273	8923/839
3920/919	7659/121	8480/663	8698/895	8819/813	8900/274	8923/840
3948/518	7662/117	8486/685	8708/229	8819/814	8900/276	8923/841
3953/529	7785/042	8492/903	8708/464	8819/815	8900/277	8924/425
4012/379	8041/132	8492/904	8708/779	8820/924	8900/279	8930/457
4019/684	8041/399	8492/906	8709/198	8836/829	8900/280	8938/771
4019/685	8041/400	8502/405	8715/897	8836/830	8900/282	8942/740
4024/650	8066/282	8502/406	8732/244	8836/831	8900/283	8942/741
4129/609	8092/571	8510/185	8733/402	8838/412	8900/284	8950/971
4242/224	8096/369	8510/303	8733/403	8842/127	8900/285	8953/965
4252/349	8106/720	8510/304	8738/528	8842/128	8900/286	8954/141
4377/374	8106/721	8521/038	8739/591	8842/129	8900/287	8954/142
4382/319	8129/406	8532/426	8739/592	8842/130	8900/288	8954/143
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4477/215	8149/589	8536/861	8739/594	8842/132	8900/290	8954/145
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30/09/2010 \$0 201UB



Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol
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8954/148	9007/431	9109/391	9227/202	9375/947	9443/123	9501/252
8954/149	9010/204	9109/392	9227/203	9375/948	9443/124	9501/253
8954/151	9019/365	9109/393	9227/630	9375/951	9443/125	9501/255
8954/152	9022/268	9109/394	9227/631	9381/442	9443/126	9503/048
8954/153	9026/900	9109/395	9227/632	9389/077	9443/127	9504/968
8954/154	9042/583	9109/396	9231/277	9391/274	9443/128	9508/441
8954/155	9045/320	9109/397	9231/540	9396/903	9443/129	9509/863
8954/156	9045/942	9109/398	9231/982	9396/904	9443/131	9509/864
8954/157	9047/883	9109/399	9242/592	9399/506	9443/132	9516/669
8954/158	9052/355	9109/400	9254/011	9399/609	9443/133	9522/663
8954/159	9052/576	9109/401	9255/485	9399/692	9443/134	9522/664
8954/160	9070/221	9109/402	9256/159	9402/918	9443/135	9523/453
8954/161	9070/222	9109/403	9256/160	9405/500	9443/136	9523/503
8954/162	9070/223	9109/404	9268/683	9413/116	9443/137	9523/631
8954/163	9070/225	9109/405	9286/465	9413/117	9443/138	9535/088
8954/164	9070/226	9109/406	9286/466	9413/118	9443/139	9541/064
8954/165	9070/705	9109/407	9290/653	9415/811	9443/140	9541/065
8954/166	9070/706	9109/408	9297/658	9418/765	9443/149	9541/066
8954/167	9070/707	9109/409	9297/966	9425/584	9443/891	9541/067
8954/168	9070/708	9109/410	9304/796	9426/840	9443/892	9541/068
8954/169	9070/709	9109/411	9304/797	9426/841	9443/893	9545/891
8954/170	9070/710	9114/376	9304/798	9426/842	9443/894	9545/892
8954/171	9070/711	9114/377	9304/799	9426/843	9443/895	9551/105
8954/172	9070/712	9116/690	9304/800	9427/544	9449/203	9551/528
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8954/175	9070/715	9116/692	9304/802	9427/546	9449/754	9557/785
8954/176	9070/716	9116/693	9310/308	9427/547	9450/276	9562/454
8964/441	9070/717	9121/387	9312/072	9427/548	9450/277	9562/576
8965/616	9070/718	9127/837	9313/324	9427/549	9450/644	9562/578
8966/832	9070/719	9127/838	9316/884	9427/550	9450/645	9562/579
8968/228	9070/721	9127/839	9317/330	9427/551	9455/030	9567/415
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8975/840	9075/462	9135/164	9330/233	9436/966	9474/075	9597/855
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9001/452	9080/872	9166/830	9347/470	9437/682	9485/594	9623/604
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9001/459	9109/388	9210/643	9375/941	9443/120	9500/953	9623/611
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30/08/2010 \$0 201UB



Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol
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9623/615	9675/726	9728/545	9829/358	9970/952	10079/690	10204/124
9623/616	9677/740	9728/546	9830/401	9970/953	10083/993	10215/726
9623/617	9679/029	9728/547	9830/402	9970/954	10086/279	10216/287
9623/619	9679/033	9728/548	9830/403	9972/230	10086/280	10216/288
9626/019	9679/311	9740/398	9830/404	9972/231	10090/359	10224/123
9626/020	9684/869	9742/415	9832/647	9972/232	10090/360	10240/186
9626/953	9687/142	9746/039	9840/914	9972/233	10090/361	10240/187
9626/955	9687/143	9748/454	9840/915	9972/234	10090/362	10240/188
9626/956	9687/144	9748/556	9849/394	9972/235	10090/363	10240/535
9626/957	9687/145	9748/557	9849/395	9972/236	10090/364	10246/337
9630/212	9688/099	9748/558	9861/497	9972/237	10090/365	10246/575
9630/984	9688/101	9750/863	9865/261	9972/238	10091/035	10250/581
9630/990	9688/102	9759/775	9874/890	9987/218	10091/036	10252/421
9630/992	9688/103	9759/776	9882/117	9987/219	10091/277	10252/422
9630/994	9688/104	9759/778	9885/340	9987/220	10092/073	10252/423
9633/191	9688/105	9759/779	9885/341	9987/221	10092/778	10252/424
9633/192	9688/106	9759/780	9885/342	9987/222	10092/780	10252/425
9633/683	9688/107	9760/269	9905/357	9987/223	10096/166	10252/427
9634/398	9691/598	9764/099	9905/358	9987/224	10098/928	10252/428
9634/399	9692/231	9764/100	9905/359	9987/225	10099/872	10252/429
9634/400	9693/576	9764/101	9910/749	9997/135	10100/202	10254/071
9638/744	9694/005	9765/602	9918/721	10003/280	10105/316	10262/461
9644/523	9694/335	9765/603	9918/722	10003/281	10105/927	10262/462
9649/080	9695/440	9766/531	9923/709	10014/256	10105/928	10266/617
9649/081	9696/624	9766/532	9923/710	10014/257	10106/700	10266/618
9649/082	9702/390	9767/467	9923/711	10027/604	10109/025	10266/741
9649/083	9705/352	9768/570	9923/712	10027/605	10109/636	10266/742
9650/368	9707/102	9768/571	9947/123	10027/606	10109/637	10266/743
9650/372	9708/147	9769/942	9947/617	10028/646	10112/478	10266/744
9650/990	9709/028	9770/105	9947/618	10028/647	10112/479	10268/651
9650/991	9709/029	9770/106	9947/619	10032/880	10112/670	10268/652
9651/522	9712/250	9770/107	9948/964	10032/881	10112/671	10268/653
9651/523	9713/988	9774/204	9948/965	10036/124	10112/672	10268/654
9651/524	9714/155	9775/458	9950/364	10037/611	10112/673	10277/878
9651/525	9714/156	9792/813	9951/490	10041/276	10112/674	10285/602
9651/526	9720/177	9793/360	9952/991	10041/277	10115/393	10285/603
9651/527	9724/873	9793/942	9957/021	10041/371	10120/421	10290/323
9651/528	9724/874	9793/943	9957/022	10042/477	10129/463	10290/892
9658/130	9724/875	9795/892	9957/039	10042/478	10130/052	10301/438
9658/132	9724/876	9800/718	9957/043	10044/151	10130/069	10303/154
9659/213	9724/877	9800/719	9957/044	10048/733	10131/615	10313/134
9660/062	9724/878	9806/588	9957/078	10050/965	10153/600	10313/135
9662/160	9724/879	9806/589	9960/867	10053/295	10153/601	10313/734
9665/565	9724/880	9811/874	9965/837	10053/790	10153/602	10315/519
9666/175	9724/881	9814/220	9965/838	10053/791	10154/036	10316/140
9666/176	9726/419	9820/889	9965/839	10060/124	10156/380	10316/288
9666/183	9726/420	9821/870	9965/840	10062/529	10156/381	10316/289
9666/184	9728/023	9823/135	9965/841	10062/530	10159/328	10316/290
9666/185	9728/024	9823/136	9970/942	10070/496	10162/885	10316/349
9666/186	9728/025	9823/137	9970/943	10073/293	10164/963	10316/350
9670/658	9728/537	9823/138	9970/944	10073/294	10175/560	10318/536
9671/129	9728/539	9824/685	9970/945	10073/295	10185/068	10318/537
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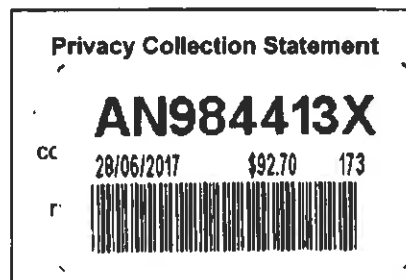
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30/08/2010 \$0 201JB



Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol
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10334/568	10528/300	10662/498	10797/261	10946/871	11132/118
10335/655	10528/301	10662/905	10797/262	10946/872	11132/119
10335/711	10531/043	10664/424	10799/136	10946/873	11132/121
10335/712	10531/176	10685/975	10799/137	10946/874	11132/122
10344/121	10531/177	10685/976	10800/510	10946/875	11139/257
10344/122	10531/178	10686/142	10800/511	10946/876	11139/643
10344/123	10532/115	10686/732	10802/054	10948/003	11139/652
10344/124	10544/086	10686/733	10802/055	10948/004	11139/655
10344/125	10545/750	10688/266	10802/058	10959/268	11139/664
10344/126	10548/731	10688/267	10807/165	10975/323	11139/674
10344/127	10552/867	10688/269	10813/586	10976/085	11139/675
10346/494	10556/170	10688/270	10817/337	10988/204	11152/077
10353/886	10558/304	10693/364	10817/338	10988/545	11161/381
10354/999	10561/160	10693/365	10817/868	10995/844	11161/384
10355/000	10561/161	10694/988	10819/698	10995/845	11161/386
10355/953	10561/162	10694/989	10820/188	10995/846	11164/783
10369/869	10561/163	10700/037	10820/189	10996/773	11179/263
10369/870	10562/111	10700/038	10822/044	10996/774	11179/264
10369/871	10562/294	10701/532	10822/045	11005/306	11179/265
10374/689	10566/432	10703/118	10828/645	11005/307	11179/266
10377/057	10566/433	10703/119	10828/646	11005/737	11179/267
10377/058	10570/229	10705/178	10828/647	11006/657	11179/268
10377/059	10570/230	10708/397	10831/730	11009/588	11179/269
10377/060	10571/375	10708/398	10831/731	11009/589	11179/270
10389/470	10571/376	10709/167	10842/954	11010/176	11179/271
10390/602	10588/637	10716/689	10842/955	11016/854	11179/272
10390/930	10593/753	10717/931	10847/300	11016/855	11179/273
10390/931	10593/754	10717/932	10848/470	11021/249	11179/274
10394/754	10594/817	10722/615	10849/145	11027/399	11179/479
10396/229	10611/318	10722/616	10849/430	11033/541	11179/674
10396/230	10611/319	10725/166	10849/432	11040/580	11182/695
10397/864	10611/320	10725/167	10850/783	11041/327	11190/398
10397/865	10611/397	10731/389	10853/767	11041/824	11191/485
10397/866	10611/398	10737/775	10853/768	11054/168	11191/486
10397/867	10618/032	10737/776	10854/734	11054/169	11196/226
10413/619	10620/794	10743/426	10861/940	11054/490	11196/588
10418/076	10620/795	10743/427	10870/979	11084/517	11208/128
10422/004	10629/942	10756/924	10870/980	11084/832	11208/177
10438/885	10632/525	10756/925	10871/183	11084/833	11208/231
10442/555	10632/526	10757/518	10871/184	11084/970	11208/537
10444/858	10632/527	10758/481	10875/508	11087/928	11208/608
10453/741	10632/738	10758/482	10880/402	11088/975	11208/625
10458/789	10632/904	10760/451	10880/694	11088/976	11209/231
10460/912	10632/966	10763/699	10893/028	11098/492	9488/220A
10465/096	10641/468	10773/948	10893/029	11098/493	
10465/836	10641/469	10773/949	10899/206	11103/769	
10469/542	10641/531	10786/540	10899/207	11109/680	
10469/543	10645/136	10786/541	10910/444	11111/297	
10470/800	10646/764	10788/845	10910/445	11115/575	
10470/801	10653/831	10788/846	10915/748	11115/576	
10477/531	10653/832	10788/847	10915/940	11117/092	
10495/800	10655/572	10791/617	10915/941	11117/093	
10498/611	10655/573	10791/618	10939/871	11121/146	
10526/720	10655/732	10791/977	10946/869	11126/028	

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



Lodged by

Name: MADDOCKS LAWYERS
Phone: 03 9258 3320
Address: COLLINS SQUARE, LEVEL 25, 727 COLLINS STREET MELB
Reference: NJS:LMC:6001431.014
Customer code: 1167E

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

Land:(volume and folio)

Volume 1184 Folio 913
VOLUME 11833 FOLIO 383, ~~VOLUME 11855 FOLIO 082~~ AND VOLUME 11855 FOLIO 593

Responsible authority:(full name and address, including postcode)

MELTON CITY COUNCIL, 232 HIGH STREET MELTON VIC 3337

Section and act under which agreement is made:

SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT (VIC) 1987

A copy of the agreement is attached to this application:

YES

Signing:

35271702A

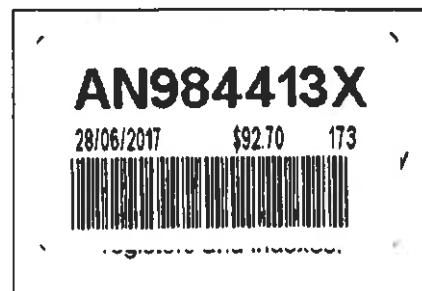
181PEA

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THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

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



Executed on behalf of

Signer Name *ROBERT BAGGIO*

Signature

Execution Date *15 JUN 2017*

Full Name of Witness *MORIS EDWARDS*

Witness Signature

35271702A

181PEA

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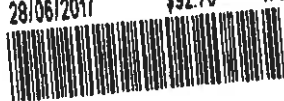
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DX 259 Melbourne

Agreement under section 173 and Section 177 of the Planning and Environment Act 1987

Land: 146 Diggers Rest-Coimadai Road, Diggers Rest

Melton City Council
and

Avid Property Group Nominees Pty Ltd
ACN 088 212 631

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Agreement under section 173 of the Planning and Environment Act 1987

Dated

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Parties

Name	Melton City Council
Address	232 High Street, Melton, Victoria
Short name	Council

Name	Investa Nominees (2) Pty Ltd ACN 128 351 011
Address	Level 6, 126 Phillip Street, Sydney NSW 2000
Short name	Former Owner

Name	Avid Property Group Nominees Pty Ltd ACN 088 212 631
Address	Level 35, 259 George Street, Sydney NSW 2000
Short name	Owner

Background

- A. The Council is the responsible authority under the Planning Scheme.
- B. The Owner is the registered proprietor of the Subject Land.
- C. The Council issued the Planning Permit in respect of and affecting Land, which includes condition 8 requiring the Previous Owner to enter into the Previous Agreement.
- D. The Previous Agreement was intended to secure the provision of development contributions for the development of the Land and record the agreement of the parties to implement the Public Infrastructure Plan ("PIP") under the Planning Permit in the course of developing the Land under the Planning Permit and Further Planning Permit(s).
- E. The Previous Agreement was entered into between the Council and the Previous Owner pursuant to section 173 of the Act, in order to:
 - E.1 Identify the obligations of the Owner to pay the Development Infrastructure Levy, or, in lieu of payment, undertake works for an Infrastructure Project or transfer land to Council, in accordance with the Public Infrastructure Plan approved by Council with respect to the Land; and
 - E.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Land.



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- F.** The Previous Owner transferred its interest and the Owner is now the registered proprietor of the Land.
- G.** The Land is subject to registered mortgages No. AN150060H registered on 04 October 2016 and AM391599T registered on 08 December 2015 in favour of ANZ Fiduciary Services Pty Ltd (ACN100 709 493), which Mortgagee, as evidenced by its consent on the attestation pages, consents to this Agreement and, in the event that it becomes a mortgagee in possession, to be bound by this Agreement.
- H.** The Parties now wish to terminate the Previous Agreement and enter into this Agreement to amend clause 3.3 of the Previous Agreement.

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1. The Parties agree

1.1 Definitions

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

Act means the Planning and Environment Act 1987.

Agreement means this agreement, including any schedules or annexures and any agreement executed by the parties expressed to be supplemental to this Agreement. Where the Agreement refers to a document or Schedule that may be amended from time to time in writing, the most recent version of that document as approved by Council will be the relevant version for interpretation of this Agreement.

Approved Plans means the plans for each Infrastructure Project approved by Council under clause 3.5 of this Agreement.

Contamination means the presence in, on or under land (or surface water on or ground water under land) of any hazardous or toxic substance at a concentration above the concentration at which the substance is naturally present in, on or under land in the same locality.

Council means Melton City Council as the Responsible Authority for the Planning Scheme and any subsequent person or body which is the Responsible Authority for the Planning Scheme.

DCP means the Diggers Rest Development Contributions Plan dated March 2012, prepared by Growth Areas Authority as may be amended from time to time.

DCP Value means the amount for an Infrastructure Project as set out in the Works Schedule under the heading DCP Value (being the figures derived from the DCP), as indexed in accordance with this Agreement.

Development Infrastructure Levy means the amount required under the DCP to be paid towards the works, services and facilities in the Diggers Rest PSP Area as calculated in accordance with the DCP.

Developed Lot means a lot in respect of which there is no Development Infrastructure Levy payable or the Development Infrastructure Levy has been satisfied.

Further Planning Permit means any permit granted for the balance of the Land.

Infrastructure Project means an infrastructure project included in the Works Schedule and in the DCP.

Land means the land contained in certificates of title volume 11833 folio 383, volume 11855 folio 082 and volume 11855 folio 593.

Maintenance Period has the meaning given in clause 7.2.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Land or any part of it.

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

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

PIP means the Public Infrastructure Plan as approved by Council consistent with condition 6 of the Planning Permit and in accordance with the DCP and as amended by Council from time to time noting that the parties agree that the PIP is intended to be the Public Infrastructure Plan for all Further Planning Permits.

Planning Permit means planning permit No PA2012/3787 issued by the Council under the Planning Scheme and which relates to the Land.

Planning Scheme means the Melton Planning Scheme and any other planning scheme which applies to the Land.

Practical Completion means a statement in writing prepared by the Council stating that the Works for an Infrastructure Project have been completed to the satisfaction of the Council.

Precinct Structure Plan means the plan prepared by Growth Areas Authority entitled the Diggers Rest Precinct Structure Plan dated March 2012.

Previous Agreement means the Agreement under section 173 of the Act between the Owner and Council dated 5 September 2016 and contained in Registered Instrument AL448715Q.

Provision Trigger means, the completion of a stage of the development under the Planning Permit or any Further Planning Permit as set out in the column entitled 'Provision Trigger' for each Infrastructure Project in the Works Schedule, or as otherwise agreed between the Owner and the Council in respect of development to be permitted under a Further Planning Permit.

Serviced means delivered with electricity, water, gas sewerage and any other service normal to the delivery of land to the relevant lot.

Statement of Compliance means a statement of compliance issued under the Subdivision Act 1988.

Termination Date means:

- (a) the latter of:
 - (i) The date upon which the Council reasonably determines and notifies the Owner in writing that the Owner has complied with all of its obligations under this Agreement; and
 - (ii) The date upon which the Council notifies the Owner in writing that the Council no longer requires the Owner to perform its obligations under this Agreement; and
- (b) In respect of a Developed Lot, on the date of registration of the plan of subdivision creating that lot.

Works means the works required to construct an Infrastructure Project being those works as set out in the Works Schedule under the heading Description of Works which relate to the Land and in respect of which the Owner must submit detailed plans to Council's satisfaction in accordance with the Agreement.

Works Schedule means the Schedule of Works attached at Annexure A to this Agreement and as amended from time to time in accordance with this Agreement and which is available for inspection upon reasonable notice at the offices of the Council.

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1.2 Interpretation

In the interpretation of this Agreement (including its recitals and any schedules) except to the extent that the context otherwise requires:

- 1.2.1 Words (including defined expressions) denoting the singular will be deemed to include the plural and vice versa.
- 1.2.2 Words (including defined expressions) denoting any gender will be deemed to include all other genders.
- 1.2.3 Words (including defined expressions) denoting persons will be deemed to include all trusts, bodies and associations, corporate or unincorporated, and vice versa.
- 1.2.4 References to a statute or statutory provision will be deemed to include any statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and any by laws, local laws, licences, statutory instruments, rules and regulations, orders, notices and directions, consents or permission made under it and any condition attaching to it.
- 1.2.5 Headings are included for convenience only and will not affect the interpretation of this Agreement or any schedule.
- 1.2.6 References to clauses, recitals and schedules are to clauses of, and recitals and schedules to, this Agreement.
- 1.2.7 References to the parties will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be.
- 1.2.8 Subject to the other provisions of this Agreement, reference to the Land in this Agreement will include a reference to any lot created by the subdivision of the Land or any part of it.
- 1.2.9 Reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time.
- 1.2.10 Where a word or phrase is given a definite meaning in this Agreement a part of speech or other grammatical form for that word or phrase has a corresponding meaning.

2. Owners' covenants

- 2.1 The Owner acknowledges and agrees that, subject to clause 3:
 - 2.1.1 Prior to the issue of a Statement of Compliance for any stage of subdivision or any buildings and works that would otherwise trigger payment of the Development Infrastructure Levy of the Land it will pay to Council the Development Infrastructure Levy required for that stage unless otherwise agreed in writing by the Council.
 - 2.1.2 Prior to the issue of a Statement of Compliance for any stage of subdivision of the Land which would trigger a Provision Trigger, unless otherwise agreed with the Council it will deliver the triggered Infrastructure Project to the satisfaction of Council in accordance with this Agreement.

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- 2.1.3 In the event that the Owner seeks to amend the PIP for the Planning Permit or any Further Planning Permit it agrees to seek to amend the PIP for all planning permits issued affecting the Land.
- 2.1.4 All land transferred or vested in Council under this Agreement or any other authority following the completion of an Infrastructure Project must be:
- (a) free of all encumbrances (other than those approved by Council or any other relevant authority or government agency for the provision of services) and graded except as agreed by Council;
 - (b) Serviced (except for roads) to the satisfaction of Council; and
 - (c) free from surface rock, rubbish and Contamination to the satisfaction of Council except as agreed by Council.
- 2.1.5 Unless otherwise agreed in writing by the Council, all land transferred or vested in Council or any other authority must be accompanied by a certificate from the State Revenue Office certifying that GAIC has been paid in respect of that land and all GAIC liabilities in respect of the land must have been discharged.
- 2.1.6 Where liability of the Owner to pay GAIC is not triggered prior to transfer or vesting of any land to Council or another authority, or the Owner seeks to defer GAIC payment in accordance with the Act, the Council may agree in writing (subject to any conditions it sees fit) to accept the relevant land without discharge of GAIC liability in which case the Owner:
- (a) indemnifies the Council in respect of the GAIC liability;
 - (b) must provide the Council with a bank guarantee from a banking institution approved by Council to the value of the GAIC liability prior to the issuing of a Statement of Compliance for the relevant plan of subdivision and/or the transfer of the land;
 - (c) agrees that the Council may call upon the bank guarantee at its discretion to discharge any GAIC payment that becomes due and payable by Council in the event that the Owner does not pay such liability within 30 days of a written request of the Council;
 - (d) must provide replacement bank guarantee(s) from a banking institution approved by Council by no later than 30 June each year to account for any increase in the GAIC rate specified under the Act.
 - (e) And in any case must pay the GAIC amount to Council:
 - (i) within 5 years transfer or vesting of the land in Council (whether triggered by a Council activity at that time or not); or
 - (ii) or within 30 days of a written request by Council if a Council activity on the relevant land triggers a GAIC payment;
- at which time the Council must return the bank guarantee to the Owner and shall assume all obligations in relation to the payment of the GAIC amount.
- 2.1.7 In respect of land vested in Council:

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- (a) the values in this Agreement are intended to replace the market value and any other method of calculating compensation payable to a person under the Land Acquisition and Compensation Act 1986 and the Act in respect of land;
- (b) upon payment being made in accordance with this Agreement whether as a monetary amount or by a credit in respect of the value in the Works Schedule, unless or any other amount is agreed to be paid under this Agreement in respect of any land, no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the Land Acquisition and Compensation Act 1986 or for any other category of or form of loss or compensation in respect of the land; and
- (c) unless expressly provided to the contrary, where one party is required to transfer or vest land to or in the other party, the party transferring or vesting the land to or in the other party is responsible for the payment of all reasonable costs and disbursements associated with that transfer or vesting as the case may be.

2.1.8 The Development Infrastructure Levy amount in clause 2.1.1 of this Agreement must be adjusted in accordance with the DCP.

2.2 The parties agree that should the Owner have paid to the Council the Development Infrastructure Levy for the entire area of the Land prior to the issue of the Statement of Compliance for any stage of subdivision for the Land or any buildings and works that would otherwise trigger payment of the Development Infrastructure Levy, no further Development Infrastructure Levy will be due to be paid by the Owner under this Agreement with respect to the development of the Land.

2.3 Any amount due under this Agreement but unpaid or not offset by a credit under clause 3 by the due date incurs interest at the rate prescribed under section 172 of the Local Government Act 1989 and any payment made shall be first directed to payment of interest and then the principal amount owing.

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

3. Works in lieu of development contributions

Credit

3.1 The parties acknowledge and agree that:

3.1.1 the Owner must in accordance with the PIP, construct or cause to be constructed Works or transfer or vest land in Council or any other authority as part of an Infrastructure Project (works-in-kind) and will receive a credit for the cost of that Infrastructure Project against the obligation to pay the Development Infrastructure Levy. Credits for works-in-kind will accrue on Practical Completion for the relevant Works unless otherwise agreed by Council in writing.

3.1.2 the credit to which the Owner shall be entitled to in respect of works-in-kind as referred to in clause 3.1.1 of this Agreement shall be the DCP Value where the whole of the project is provided or a percentage amount of the DCP Value equivalent to the percentage of the project completed, indexed in accordance with section 3.1.6 of the DCP unless expressly agreed in writing between the Council and the Owner. Such indexation will commence on the dates indicated in the note

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in the Works Schedule and the DCP Values will be revised on the anniversary of those dates;

- 3.1.3 the Owner must carry out the Works at its own cost and is responsible for all design and construction risks in relation to the Works; and
- 3.1.4 the Council has no responsibility for any costs incurred by the Owner in carrying out the Works other than variations to those Works undertaken at the written request of the Council where such variation is made subsequent to the issue of an approval to clause 3.6 of this Agreement.
- 3.1.5 Where the Owner has accrued works-in-kind credit which is in excess of the Development Infrastructure Levy liability under the DCP, the credit will be carried forward to offset future Development Infrastructure Levy liability. The credit balance will be indexed annually in accordance with Australian Bureau of Statistics 6401.0 Consumer Price Index CPI (All Groups) Melbourne to adjust for the effects of inflation. The first indexation will be applied on a prorata basis from the date Statement of Compliance was issued in respect of the development of the Land where a credit balance accrues to the end of that financial year (30 June). From that point on, the credit balance as exists at financial year end (30 June) will be indexed on that date until the Owner's credit has been fully exhausted, or only where the development of the Land is complete, the Credit has been paid out to the Owner if there is no further Development Infrastructure Levy liability to be offset.
- 3.1.6 The arrangements contemplated in clause 3.1 of this Agreement will not be a bar to the earlier issuance by Council of one or more Statements of Compliance for plans of subdivision provided such plans of subdivision do not trigger a Provision Trigger and any Development Infrastructure Levy liability is paid or offset by a works-in-kind credit.
- 3.1.7 In the event that the value of a Infrastructure Project changes in the DCP through the review process at Clause 3.1.7 of the DCP, the Owner may, in its absolute discretion, elect to pay the Development Infrastructure Levy in rather than undertaking Works and must submit an amended PIP for endorsement accordingly.

Payment of Credit

- 3.2 When an entitlement for a credit arises under clause 3.1 of this Agreement, an amount equal to the DCP Value (indexed in accordance with clause 3.1.2) is to be provided to the Owner as a credit against liability to pay a Development Infrastructure Levy, or if the value of all credits provided to the Owner exceeds the Owner's liability to pay a Development Infrastructure Levy for the full development of the Land, then, subject to clause 3.8, as a cash payment upon issue of a Statement of Compliance in respect of the final stage or Practical Completion of the final Infrastructure Project (whichever is the latter),
- 3.3 No payment of any Credit will occur before the full development of the Land unless otherwise agreed by Council.
- 3.4 Where a monetary payment is to be paid to the Owner under clause 3.2 of this Agreement it will be paid within 90 days of the event that triggers payment (other than due to any variations to the Works undertaken at the written request of Council).

Approved Plans

- 3.5 The Owner must prepare plans for each Infrastructure Project to the satisfaction of Council and submit such plans to Council for approval.

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- 3.6 Upon the approval by the Council of the Approved Plans there will be no further variations to the Approved Plans without the prior written agreement of the Council in its capacity as responsible authority.
- 3.7 The Works undertaken by the Owner for an Infrastructure Project must:
- 3.7.1 be constructed in accordance with the Approved Plans;
 - 3.7.2 accord with any conditions on the Approved Plans;
 - 3.7.3 be constructed to the satisfaction of Council;
 - 3.7.4 be in accordance with the specifications, requirements and any necessary approvals of all relevant authorities;
 - 3.7.5 be maintained free of defects for a period of 3 months from the date of that the works vest in Council pursuant to clause 7.1. or the date of Practical complete where the land is already vested in Council;
 - 3.7.6 comply with any State or Federal law.

Credit Rollover

- 3.8 In the event that the Owner may be provided with a cash payment by Council in accordance with clause 3.2 of this Agreement, the Council may at the request of the Owner, using its absolute discretion, apply such credit as a paid Developer Infrastructure Levy to any other parcel of land (which is additional to the Land which are contemplated by this Agreement) within the DCP which is owned by the Owner.
- 3.9 If any credit is to be applied to other land parcel/s in accordance with clause 3.8 of this Agreement, the parties agree to use best endeavours to either amend this Agreement in accordance with the Act, or enter into a new agreement containing the same terms as this Agreement, such that it applies to the new title of land and such that it reflects the Infrastructure Projects that remain to be completed by the Owner. Council agrees that it will thereafter register such agreement on that new title of land.

4. Further Covenants of the Owners

- 4.1 The Owner warrants and covenants with the Council that:
- 4.1.1 Save as shown in the certificate of title to the Land , there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the 85 Davis Road Land, or any part thereof and not disclosed by the usual searches.
 - 4.1.2 No part of the Land is subject to any right obtained by adverse possession.
 - 4.1.3 Other than as disclosed (or in respect of a future Developed Lot) it has not entered into any contract of sale or lease in respect of the Land or any part thereof which option, contract or lease is still subsisting.
 - 4.1.4 Until this Agreement is recorded on the folio of the register which relates to the Land it will not after the date of this Agreement sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part thereof without first providing to their successors a copy of this Agreement.

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- 4.1.5 The Owner will within 28 days of written demand pay to the Council the Council's reasonable costs (including legal costs) and expenses of and incidental to the preparation, execution any amendment of, and registration and if the Owner is in breach of this Agreement enforcement of the Agreement and the consideration, assessment negotiation and registration of any proposed amendment to this Agreement. To the extent that such costs and expenses constitute legal professional costs, the Council may at its absolute discretion have these costs assessed by the Law Institute of Victoria and in that event the parties shall be bound by the amount of that assessment, with any fee for obtaining such an assessment being borne equally by Council and the Owner. Such costs payable by the Owner shall include the costs and disbursements associated with the registration of the Agreement on the titles to the Land and removal therefrom.
- 4.2 Subject to clauses 10 and 22, the Owner must ensure that, until this Agreement is recorded on the folio of the register which relates to the Land, it, and the Owner's successors in title, will:
- 4.2.1 give effect to, do all acts and sign all agreements requiring those successors to give effect to this Agreement; and
- 4.2.2 execute a deed agreeing to be bound by this Agreement.

5. Council's covenants

The Council agrees that:

- 5.1 It must apply the Development Infrastructure Levy paid by the Owner towards the construction of Infrastructure Projects.
- 5.2 The total of the Development Infrastructure Levy paid by the Owner, will be held and applied by the Council as a payment under the DCP.
- 5.3 When the Works for an Infrastructure Project have reached completion to the satisfaction of Council, the Council must issue Practical Completion for those Works.

6. Application of contributions

The parties acknowledge and agree that:

- 6.1 The Council may in its absolute discretion determine how, and to which Infrastructure Projects, it directs the application of the Development Infrastructure Levy;
- 6.2 In the event that the Council has insufficient funds to complete all Infrastructure Projects under the DCP, it must apply towards the Infrastructure Projects any funds it has received from the Owner as a Development Infrastructure Levy in accordance with the DCP and the Act; and
- 6.3 The Council will account for all Development Infrastructure Levy payments made by the Owner within an account relevant to the DCP. All funds will be held within an interest bearing account with a major Australian trading bank.
- 6.4 The Council are to provide a quarterly report on request by the Owner detailing the status of the account.

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- 6.5 The Council will maintain a record of any credit accrued pursuant to clause 3.1 in relation to the Land, and update that record from time to time as necessitated by the application of the credit against the obligation to pay a Development Infrastructure Levy or the delivery of further DCP items by the Owner or the transfer of credit in accordance with clause 18.3. The Council will provide a quarterly report on request by the Owner of any credit to which the Owner is entitled to.

7. Transfer of ownership of works

- 7.1 The ownership of the land containing the Works and the Works will transfer to the Council upon registration of the plan of subdivision relating to the Provision Trigger.
- 7.2 All Works undertaken by the Owner will be subject to a bank guarantee or other form of security to the satisfaction of Council to the value of 5% of the cost of the Works for a period of 3 months from ("Maintenance Period"):
- 7.2.1 the date of Practical Completion; or
 - 7.2.2 in the case of Works that are situated on private land, the transfer of title in respect of that land to Council or any other relevant authority or government agency.
- 7.3 In the event that the Works are not maintained to Council's satisfaction for the Maintenance Period, the Council may, in the event of the Owner not complying with a written direction from the Council to undertake the necessary maintenance and in its discretion, use the bank guarantee provided under clause 7.2 of this Agreement, or any other form of security as is provided as the case may be to correct any defects in the Works undertaken. The bank guarantee or other form of security will be returned to the Owner after the expiry of the maintenance period less any monies utilised to correct any defects in the Works.

8. Public open space

- 8.1 Subject to clause 8.2, the Owner must provide to Council public open space or cash in lieu of public open space:
- 8.1.1 as required under clause 52.01 of the Planning Scheme, the PSP and the DCP;
 - 8.1.2 at the direction of and to the satisfaction of the Council.
- 8.2 The Council acknowledges and agrees that where the public open space provision on the Land is in excess of percentage open space requirements for subdivision of land under the Planning Scheme, the Owner is entitled to cash reimbursement from Council to equalise the value of the excess contribution of the public open space as determined in accordance with R26 within the PSP and section 3.1.4 of the DCP (as amended from time to time).
- 8.3 Council will pay to the Owner any cash reimbursement under clause 8.2 within 120 days of the end of the development of the Land.
- 8.4 Nothing in this Clause 8 derogates from the requirement of the Owner to undertake landscaping throughout the Land in accordance with the requirement of the Planning Permit or any Further Planning Permit.

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9. Registration of Agreement

The parties agree and the Owner acknowledges that the Council will forthwith after the execution of the Agreement register the Agreement on the titles of the Land pursuant to the provisions of Section 181 of the Act.

10. Not used

11. Amendment

This Agreement may be amended only in accordance with the requirements of the Act.

12. Waiver

No waiver by any party of any default in the strict and literal performance of or compliance with any provision condition or requirement in this Agreement will be deemed to be a waiver of strict and literal performance of and compliance with any other provision, condition or requirement of this Agreement nor to be a waiver of or in any way release any party from compliance with any provision condition or requirement in the future nor will any delay or omission of any party to exercise any right under this Agreement in any manner impair the exercise of such right accruing to it thereafter.

13. No fettering of Council's powers

13.1 The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

13.2 For clarity, nothing in this Agreement which provides for the provision of contributions to the Infrastructure Projects shall fetter the Council's ability to require the Owners to

14. Notice

14.1 All notices and other communications provided for or permitted by this Agreement will be sent by prepaid mail, by hand delivery, email or by facsimile to the addresses of the parties as specified in this Agreement or to such other address or person as any party may specify by notice in writing to the other party or parties, and may be sent by an agent of the party sending the notice. Each notice or communication will be deemed to have been duly received:

14.1.1 not later than two business days after being deposited in the mail with postage prepaid;

14.1.2 when delivered by hand;

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- 14.1.3 if sent by email upon production of a delivery confirmation report received by the sender which records the time the email was delivered unless the sender received a delivery failure notification; or
- 14.1.4 if sent by facsimile transmission upon completion of that transmission and production of a transmission report stating that the facsimile was sent to the addressee's facsimile number.

15. Costs on Default

If the Owner defaults in the performance of any obligations under this Agreement it will pay to the Council its reasonable costs of action taken to achieve compliance with this Agreement.

16. Jurisdiction

This Agreement will be governed by and construed in accordance with the law of the State of Victoria and each of the parties hereby submits to the jurisdiction of the Courts of the State of Victoria and the Victorian Civil and Administrative Tribunal.

17. Invalidity of any Clause

Notwithstanding anything to the contrary in this Agreement, if any provision of this Agreement will be invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions will be and continue to be valid and enforceable in accordance with those terms.

18. Agreement Binding on Successors of Owner

- 18.1 Subject to clause 22, this Agreement will extend to and bind the Owners' successors, assigns, administrators, transferees and legal personal representatives and the obligations imposed upon them shall also be binding on their successors transferees purchasers mortgagees and assigns as if each of them had separately executed this Agreement.
- 18.2 Nothing in this Agreement prevents the Council from endorsing a public infrastructure plan and entering into arrangements with another person which apply to the Infrastructure Projects listed in the Schedule provided that reasonable prior notice is , provided to the Owner and opportunity given to make any consequential amendments to the PIP given.
- 18.3 Council acknowledges that the credit accrued to the Owner under this Agreement may be transferred by the Owner:
 - 18.3.1 In the event that the Owner were to transfer part of the Land to another person it may also in writing transfer an amount of credit to that person not exceeding the future Development Infrastructure Levy obligations for the transferred land.
 - 18.3.2 In the event that the Owner were to transfer all of the Land to another person (or such part of the land that remains undeveloped) then any credit at the time of that transfer will pass to the transferee.

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- 18.3.3 The obligation upon Council to pay a credit under Clause 3.2, 3.3, 3.4 remains in place such that no credit payment will be made to any person until completion of full development of the Land, unless otherwise agreed with Council in writing.

19. Not used

20. Joint obligations

In the case of each party that consists of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this agreement and made and given by that party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons constituting that party.

21. Gst

- 21.1 In this clause, 'GST Act' means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- 21.2 Expressions used in this clause and in the GST Act have the same meanings as when used in the GST Act.
- 21.3 Amounts payable and consideration provided under or in respect of this Agreement are GST exclusive.
- 21.4 The recipient of a taxable supply made under or in respect of this Agreement must pay to the supplier, at the time the consideration for the supply is due, the GST payable in respect of the supply. This obligation extends to supply consisting of a party's entry into this document.
- 21.5 A party is not obliged, under clause 21.3, to pay the GST on a taxable supply to it until given a valid tax invoice for the supply.

22. Withholding Tax

- 22.1 If Subdivision 14 –D of Schedule 1 of the Taxation Administration Act 1953 (Cth) (**Tax Act**) applies to the transfer or vesting of any land pursuant to the terms of this Agreement, and the Owner does not provide a Clearance Certificate to the Council, the Owner indemnifies the Council against any penalties, fines, legal costs, claims, losses or damages which the Council may incur due to the Owner's non-compliance with the Tax Act.
- 22.2 If the Owner gives to the Council a clearance certificate issued by the Commissioner of Taxation under subsection 14-220 of Schedule 1 of the Tax Act (**Clearance Certificate**), the Council must not withhold any money payable by the Council to the Owner, or any Credits attributable to the Owner pursuant to this Agreement, for the purpose of Subdivision 14-D of Schedule 1 of the Tax Act



23. The parties agree

- 23.1 The Council and the Owner shall do all things necessary (including signing any further agreement, acknowledgment or document) to give full effect to the terms of this Agreement and to enable the Council to register this Agreement on the titles to the 85 Davis Road Land in accordance with the Act.
- 23.2 The Agreement shall commence on the date that it bears.
- 23.3 This Agreement shall end or cease to apply to a Developed Lot (as the case may be) on the Termination Date.
- 23.4 Upon the issue of a Statement of Compliance for a stage of development of the Land, the Council will, at the request and cost of the Owner, issue the Owner (or as the Owner may direct) with a signed application to the Land Registry under section 183(1) of the Act to remove the recording of this Agreement in the Register on the folio or folios of the register which relates to each of the individual lots (not including lots which Council considers, acting reasonably, are intended to further subdivided in any subsequent stage of development) within that stage of subdivision so as to enable the sale of the individual lots within that stage to proceed unencumbered by this Agreement.

24. Limitation of liability

- 24.1 The Owner enters into this Agreement solely in its capacity as trustee of the following trusts (each a "Trust") and in no other capacity:
 - 24.1.1 Diggers Rest Trust A;
 - 24.1.2 Diggers Rest Trust B; and
 - 24.1.3 Diggers Rest Trust C.
- 24.2 A liability arising under or in connection with this Agreement can be enforced against the Owner only to the extent to which it can be satisfied out of the property of the Trust out of which the Owner is actually indemnified for the liability.
- 24.3 The limitation of the Owner's liability contained in this clause 23 applies notwithstanding any other provisions of this Agreement and extends to all liabilities and obligations of the Owner in connection with this Agreement.
- 24.4 Council may not sue the Owner in any capacity other than as trustee of the Trust, including seeking the appointment to the Owner of a receiver (except in relation to the property of the Trust), a liquidator, administrator or any other similar person.
- 24.5 The provisions of this clause 23 will not apply to any liability or obligation of the Owner 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 Owner's own fraud, gross negligence or breach of trust or breach of duty.

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25. Termination of Previous Agreement

- 25.1 The Parties agree that the Previous Agreement will end pursuant to section 177(2) of the Act at the time that the Registrar of Titles makes a recording of this Agreement in the Register, pursuant to section 181(3) of the Act.
- 25.2 After the ending of the Previous Agreement, Council will, at the request and expense of the Owner, inform the Registrar of Titles in the prescribed manner of the ending of the Previous Agreement pursuant to section 183(1) of the Act.

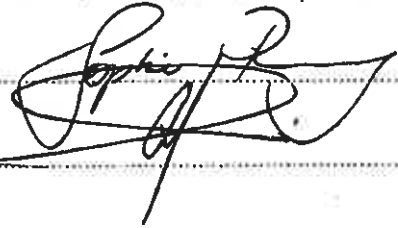
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Signing Page

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

The Common Seal of the Melton City Council)
was hereunto affixed in the presence of:)


.....
.....



Councillor

Chief Executive Officer

Executed by Investa Nominees (2) Pty Ltd ACN 128)
351 011 in accordance with section 127(1) of the)
Corporations Act 2001 (Cwlth) by authority of its)
directors:

.....
Signature of director

.....
Name of director (block letters)

.....
Signature of director/company secretary*
*delete whichever is not applicable

.....
Name of director/company secretary*
(block letters)
*delete whichever is not applicable

Executed by Avid Property Group Nominees Pty)
Ltd ACN 088 212 631 in accordance with section)
127(1) of the Corporations Act 2001 (Cwlth) by)
authority of its directors:


.....
Signature of director

Cameron Holt
.....
Name of director (block letters)


.....
Signature of director/company secretary*
*delete whichever is not applicable

Nicole Bannerman (17.05.2017)
.....
Name of director/company secretary*
(block letters)
*delete whichever is not applicable

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MORTGAGEE'S CONSENT - ANZ Fiduciary Services Pty Ltd

ANZ FIDUCIARY SERVICES PTY LTD (ACN 100 709 493) as mortgagee under mortgage No. AM391599T and mortgage No. AN150060H acknowledges and agrees to be bound by the terms of this Agreement as it affects the land the subject of the mortgage.

DATED:

SIGNED for and on behalf of ANZ
Fiduciary Services Pty Limited by
KIT LIEW

who certifies that she/he is a

MANAGER

Agency Services, of Australia and
New Zealand Banking Group Limited
pursuant to Power of Attorney
Registered

dated **30/11/15** in the presence of:

Witness:

Alison Carlin

Attorney

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1 1 1 PAGE 23 OF 27 LANDATA REGISTERED BUSINESS

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ANNEXURE A

Schedule has been updated to reflect current DCP rates as at the date of this Agreement.

Infrastructure Project Number under DCP	Category (e.g. roads, open space etc)	Infrastructure Project Summary	Infrastructure Project Description	Description of Works	Provided as Works-In-kind	DCP Value	Percentage of DCP Value to be provided	Provision Trigger
CI01	Community Facilities	Local Town Centre	Multi-purpose Community Centre (Local Town Centre). Purchase of land (0.8 hectares) and construction of all components of a level 2 multi-purpose community centre, including kindergarten, Maternal & Child Health and meeting spaces	Provision of land (0.8 hectares)	Yes	\$1,000,000	100%	No earlier than 30 June 2016 and no later than 30 June 2017, or at such other time as agreed in writing by the Responsible Authority.
OS02	Active Recreation	Diggers Rest Community Hub	Indoor Active Recreation (Diggers Rest Community Hub). Purchase of 1.00 hectares for indoor recreation facility	Provision of land (1.00 hectares) for the Indoor Recreation Centre	Yes	\$1,250,000	100%	No earlier than 30 June 2017, and no later than 30 June 2018, or at such other time as agreed in writing by the Responsible Authority.

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Infrastructure Project Number under DCP	Category (e.g. roads, open space etc)	Infrastructure Project Summary	Infrastructure Project Description	Description of Works	Provided as Works-in-kind	DCP Value	Percentage of DCP Value to be provided	Provision Trigger
OS03	Active Recreation	Diggers Rest Recreation Reserve	Diggers Rest Recreation Reserve (Diggers Rest Community Hub). Purchase of 1 00 hectares of additional land for Diggers Rest Community Hub (adjoining the existing Diggers Rest Recreation Reserve.)	Provision of land (1.00 hectares) for Diggers Rest Community Hub	Yes	\$1,250,000	100%	No earlier than 30 June 2017, and no later than 30 June 2018, or at such other later time as agreed in writing by the Responsible Authority.
RD02	Roads	Pedestrian operated Signals	Vineyard Road: Pedestrian Operated Signals (POS) Construction of pedestrian operated signals to be located on Vineyard Road (between Houdini Drive and Licence Road)	Vineyard Road: Pedestrian Operated Signals (POS) Construction of pedestrian operated signals to be located on Vineyard Road (between Houdini Drive and Licence Road)	Yes	\$323,039.30	100%	The issue of Statement of Compliance in which creates a Developed Lot within properties 7 or 8 as identified in the DCP
RD03	Roads	Diggers Rest Township Road Upgrade	Diggers Rest Township: Road Upgrade Works.	Upgrade to Plumpton Road between Houdini	Yes	\$3,707,485.38	41%	The issue of Statement of Compliance for the last stage of development in

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Infrastructure Project Number under DCP	Category (e.g. roads, open space etc)	Infrastructure Project Summary	Infrastructure Project Description	Description of Works	Provided as Works-in-kind	DCP Value	Percentage of DCP Value to be provided	Provision Trigger
			Construction of road upgrade works within existing Diggers rest township	Drive and Licence Road		Plumpton Road Component \$1,525,914.32		property 4, as identified in the DCP, or no later than 31 December 2014, or at such later time as agreed in writing by the Responsible Authority.
IT02	Roads and Intersection	Interim Vineyard Road and Houdini Drive Signalised Intersection	Vineyard Road and Houdini Drive: Intersection. Construction of 4-way intersection (interim layout). Purchase of 0.17 hectares of additional required land (ultimate land take)	Vineyard Road and Houdini Drive: Intersection. Construction of 4-way intersection (Interim layout) delivering full 340 metre extent of interim Houdini through the NAC. Purchase of 0.17 hectares of additional land required (ultimate land take)	Yes	\$7,594,726.90 Interim intersection with 340 lineal metres of Houdini Drive \$3,011,490.76 Provision of Land 0.17 hectares \$66,000	40%	Prior to the occupancy of a building in the town centre, as defined in the concept plan – figure 2 of the PSP
IT02	Roads and Intersection	Interim Houdini and Vineyard Signalised Intersection	Vineyard Road and Houdini Drive: Intersection. Construction of 4-way intersection (interim layout). Purchase of 0.17 hectares of additional	Vineyard Road and Houdini Drive: Intersection. Construction of 4-way intersection (interim ultimate) as identified in the DCP.	Yes	\$7,594,726.90 Balance of DC project value Interim intersection \$4,517,236.14	60%	When both of the following have occurred 1. The issue of Statement of Compliance for the 425 th Developed Lot within the 85 Davis Road Land and 2. The occupancy of a building within the town centre

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Infrastructure Project Number under DCP	Category (e.g. roads, open space etc)	Infrastructure Project Summary	Infrastructure Project Description	Description of Works	Provided as Works-in-kind	DCP Value	Percentage of DCP Value to be provided	Provision Trigger
			required land (ultimate land take)					Or, at the issue of Statement of Compliance for the stage that contains the 800 th Developed Lot in the PSP area, whichever occurs first.
IT03	Roads and Intersection	Vineyard Road and Licence Road Intersection	Vineyard Road and Licence Road: Intersection. Construction of roundabout (interim layout). Purchase of 0.45 hectares of additional required land (ultimate land take)	Vineyard Road and Licence Road Intersection. Construction of roundabout (interim layout).	Yes	\$4,911,040.35 Intersection Construction \$4,736,040.35 Land take relates to others	96%	The Issue of Statement of Compliance for the stage that contains the 1000 th Developed Lot within the PSP area; Or, the construction of either leg of the east-west extension to Licence Road where it intersects with Vineyard Road, whichever occurs first.
IT05	Roads and Intersection	Diggers Rest-Coimadaí Road and North South Connector Intersection	Diggers Rest-Coimadaí Road and North South Connector: Intersection. Construction of intersection (interim layout). Purchase of 0.20 hectares of additional	Diggers Rest-Coimadaí Road and North South Connector: Intersection. Construction of intersection (interim layout). Purchase of 0.20 hectares of additional	Yes	\$3,035,180.29	100%	The Issue of Statement of Compliance for the first stage in property 6 or the employment land component of property 7 as identified in the DCP.

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Infrastructure Project Number under DCP	Category (e.g. roads, open space etc)	Infrastructure Project Summary	Infrastructure Project Description	Description of Works	Provided as Works-in-kind	DCP Value	Percentage of DCP Value to be provided	Provision Trigger
			required land (ultimate land take).	required land (ultimate land take).				
IT06	Roads and Intersection	Davis Road and North Bound On Ramp Intersection	Davis Road and North Bound On Ramp: Intersection. Construction of roundabout (ultimate layout). Purchase of 0.32 hectares of additional required land (ultimate landtake).	Davis Road and North Bound On Ramp: Purchase of 0.14 ha of additional required land (ultimate land take)	Yes	\$2,230,408.75 Land purchase 0.14 hectares \$47,687.50	2%	The issue of Statement of Compliance for the stage of development in property 3 that abuts the roundabout or at such other time as agreed in writing by the Responsible Authority.

Note (as referred to in clause 3.1.2): DCP Value includes Construction Costs indexed to 1 January 2014 & Land valued to 1 July 2013

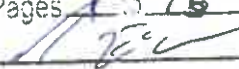
Bloomdale

Diggers Rest

Design Guidelines

June 2017

Stages 23 - 28

MELTON PLANNING SCHEME	
This is the printed document referred to in	
Planning Permit No. _____	
Pages <u>1 to 25</u>	Condition <u>2</u>
	<u>20/6/17</u>
Signature of Responsible Authority	Date

Bloomdale

Diggers Rest

ILLUSTRATIVE MASTER PLAN



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Bloomdale

Diggers Rest

ILLUSTRATIVE MASTER PLAN



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.

01 INTRODUCTION

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.

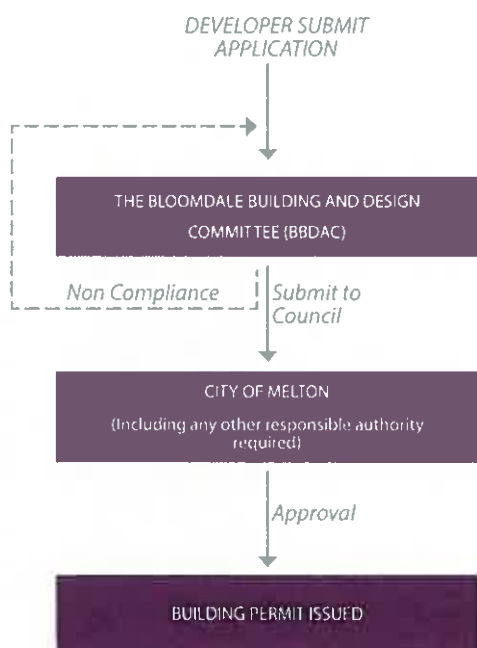
The Design Guidelines will also support the creation of the character of the neighbourhood, and to achieve an appropriate level of quality for housing and streetscape development at Bloomdale.

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 DWELLING DESIGN



Example of non compliance facades, identical facades to close 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

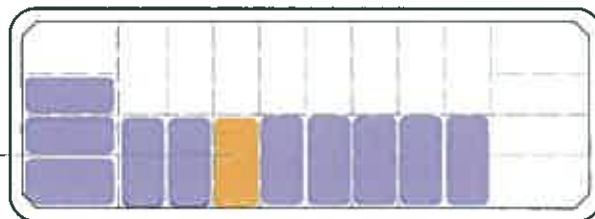
In order to uphold the integrity of all new homes, 2 dwellings with identical façades must not be built within 5 contiguous lot spaces of the original lot. Provision includes lots either side, opposite and encompassing other street frontages where applicable.

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.

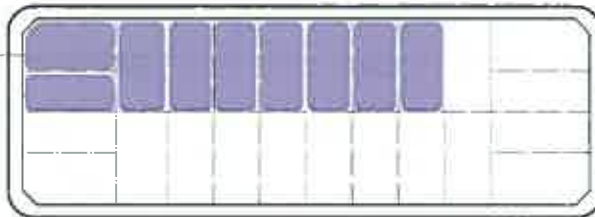
This provision does not apply to integrated housing developments.

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.

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.

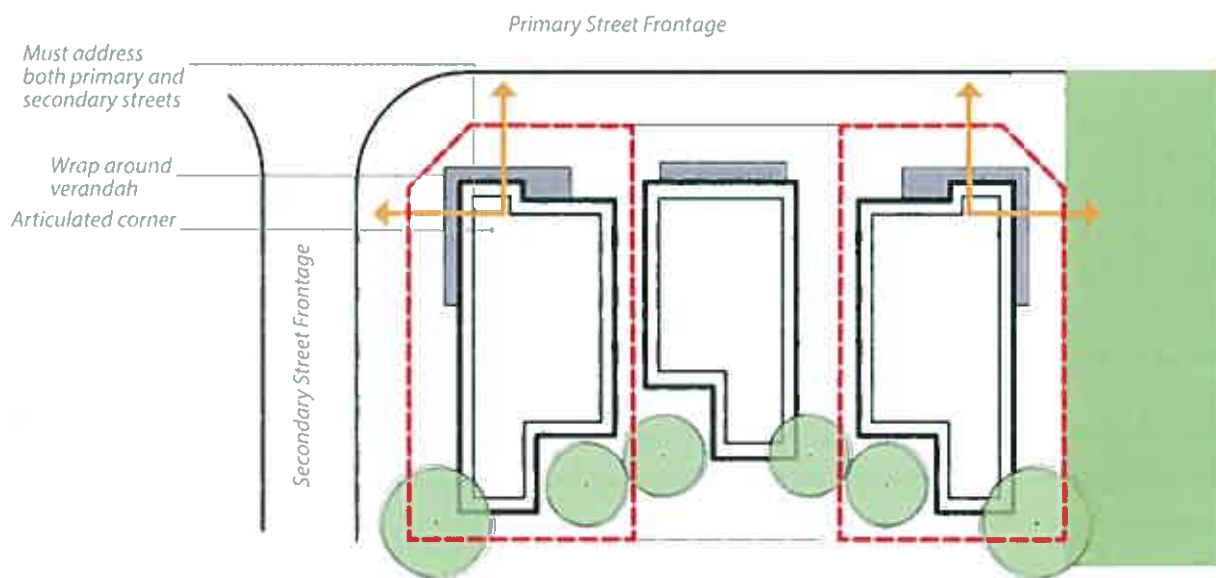
Overall facade articulation and material variation is strongly encouraged. It will be at the discretion of the BBDAC to determine acceptable corner treatment for each corner lot submission.

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

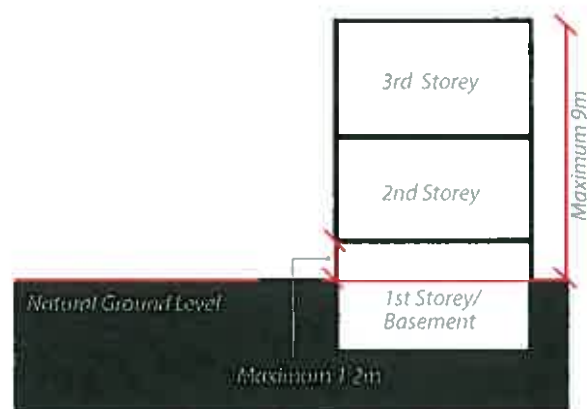
The siting and proportion of the dwelling on the lot should be a well thought out response to the site.

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.



Example of potential compliant treatment for single garage



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

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.

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.

03 STREETScape & SITING

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.

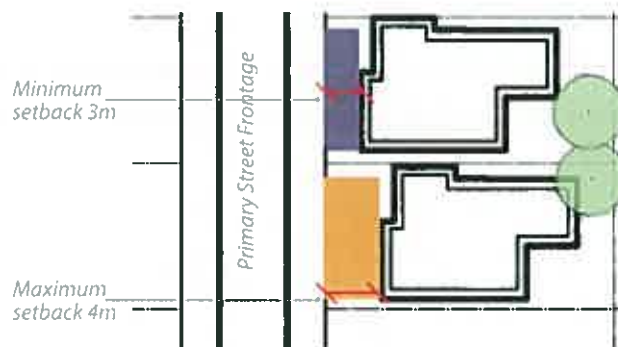


Example of non compliant treatment, no setback.



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.

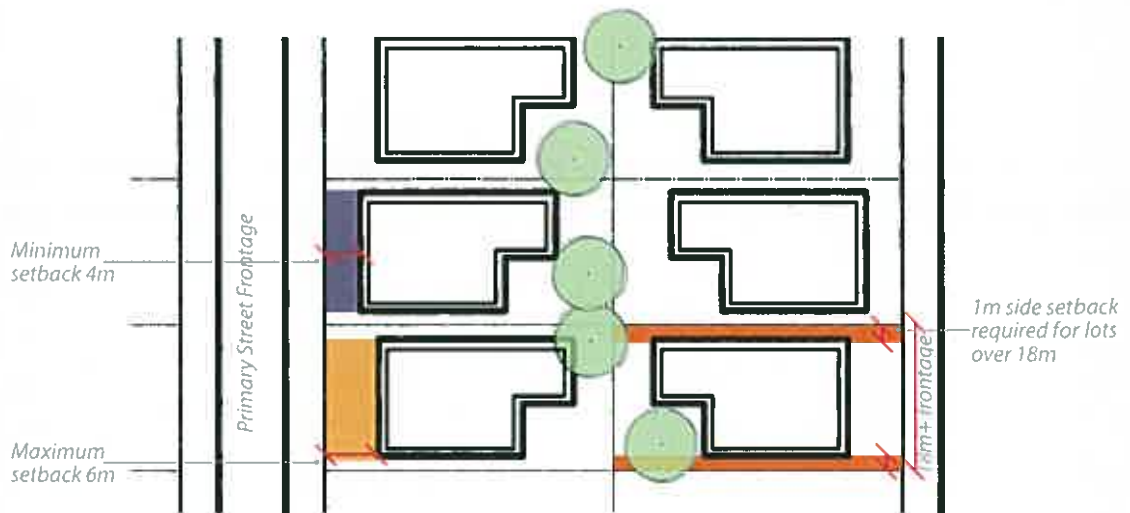
Single storey dwellings on regular lots 18m or wider must be setback from side boundaries by a minimum of 1.0m. Regular lots are those lots where the front boundary dimension is the same as the rear boundary dimension

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.

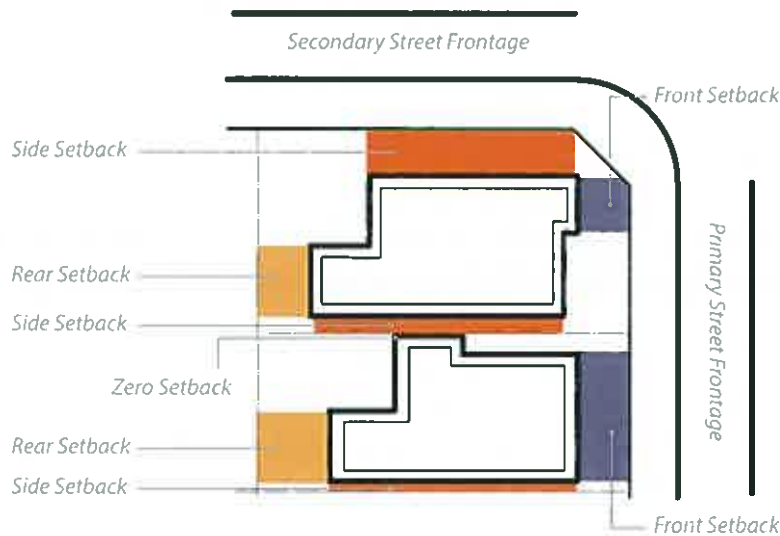
Where facing the secondary street frontage, the garage must be setback a minimum of 5.0m from the secondary street frontage. An easement running along the rear of the lot cannot be built over, and the garage may have to be setback from the rear boundary to accommodate the easement. Garages must be located 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 EXTERNAL MATERIALS AND COLOURS

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.



✗ Example of non compliant colour schemes.

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.

05 DRIVEWAYS, FENCING & LANDSCAPING

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.



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.

5.2 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.

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.



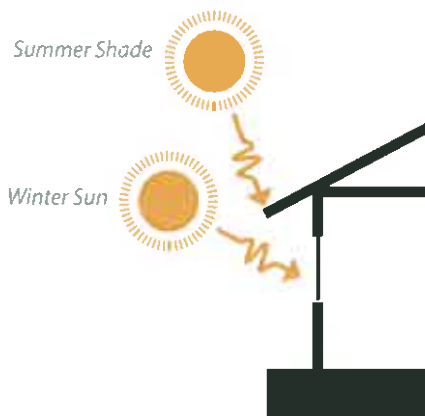
Example of compliant letterbox.



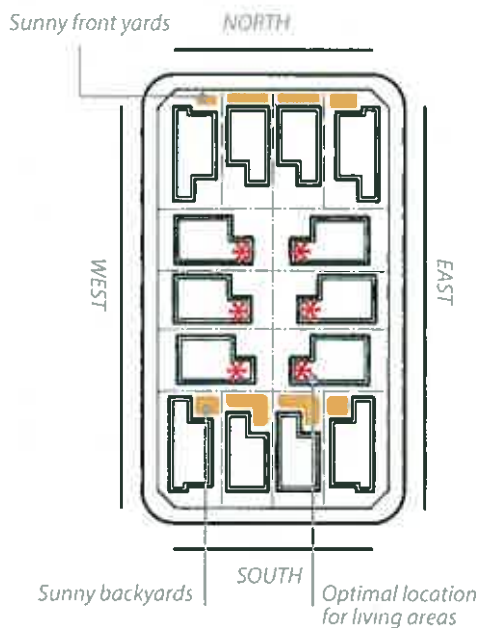
Example of compliant letterbox.

06 ENVIRONMENTAL SUSTAINABILITY

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.

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 ADDITIONAL BUILDINGS & ANCILLARY STRUCTURES

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 AIRCRAFT NOISE

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.melbourneairport.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 GENERAL

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 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 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;

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 APPENDIX 1

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

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



FILL PLAN NOTES

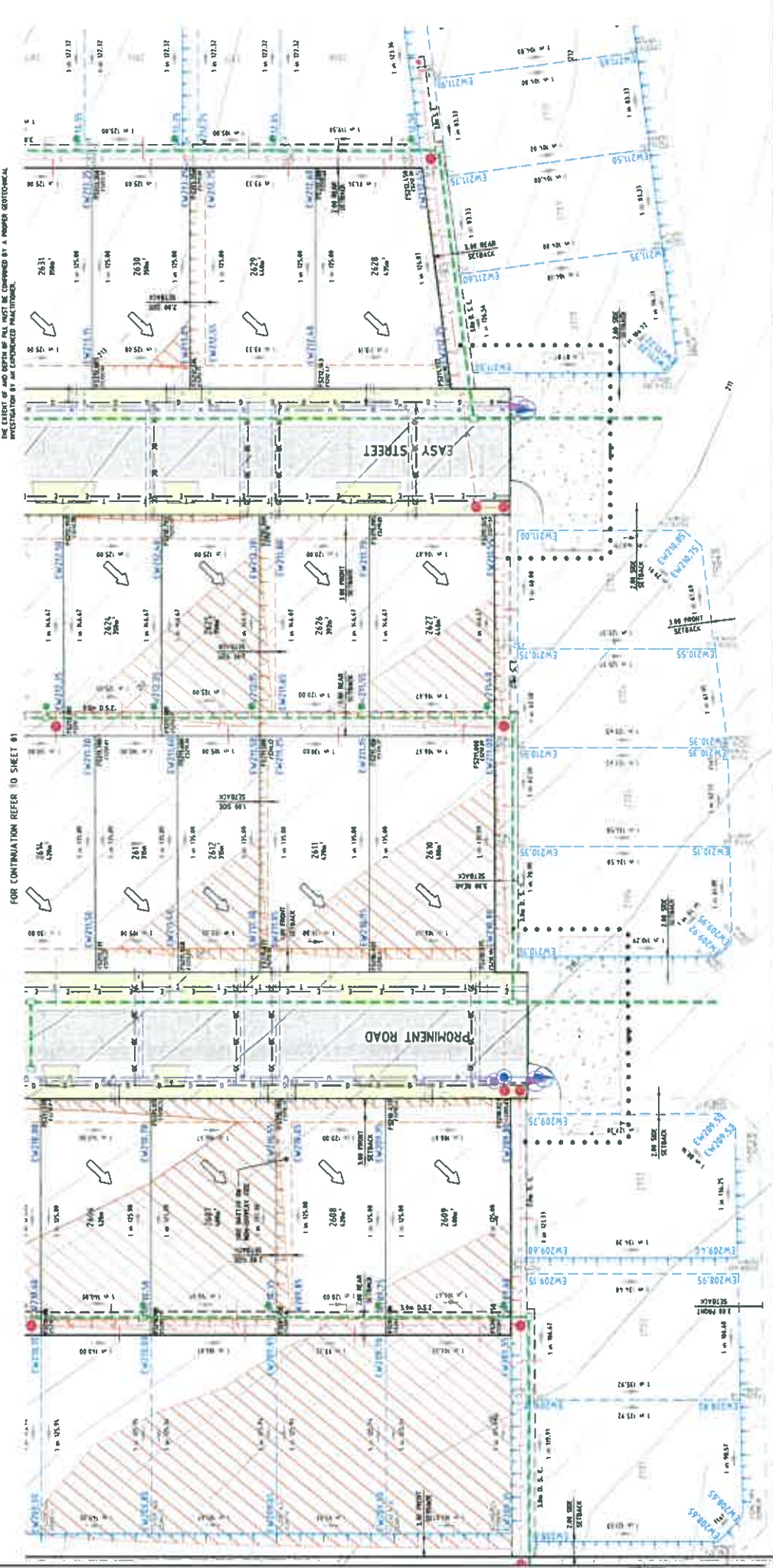
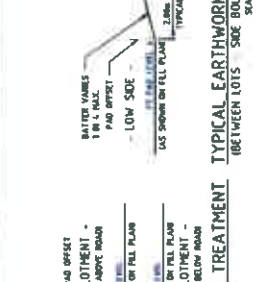
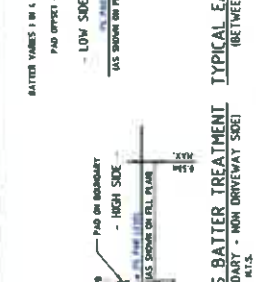
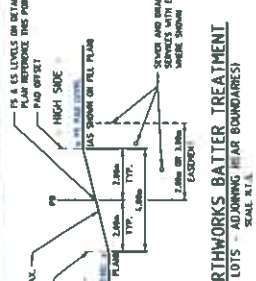
THIS PLAN SHOWS DETAILS OF WORKS AFFECTING THE NATURAL SURFACE OF THE LAND WITHIN THE SUBDIVISION WHICH HAVE BEEN CARRIED OUT OR ARE PROPOSED TO BE CARRIED OUT BY THE DEVELOPER. THE NATURAL SURFACE OF THE LAND IS SHOWN BY A DOTTED LINE PLACED ON THE LAND TO THE EXTENT AND BIRTH SHOWN ON THIS PLAN.

THIS PLAN DOES NOT SHOW ANY OTHER BIRTH WHICH MAY HAVE BEEN PLACED ON THE LAND FROM THE CIVIL WORKS BEING UNDERTAKEN.

THIS PLAN HAS BEEN PREPARED FOR THE PURPOSES OF CONSTRUCTING SUBDIVISIONAL LOTS WHICH ARE LESS THAN 3000 SQM. IT IS BASED ON SPREAD OVER ALLOTMENTS TO CORRECT FROM SURFACE IRREGULARITIES SUCH AS FURNISHES ETC AND LOT GRADING. THE DEPTH OF THE FILLING OPERATIONS MUST BE DETERMINED AND CONSTRUCTED IN ACCORDANCE WITH A SOIL CLASSIFICATION AND REPORT PREPARED FOR THE PURPOSE AND IN ACCORDANCE WITH THE APPROPRIATE BUILDING REGULATIONS.

THE AREA Hatched THIS WAY ON THIS PLAN INDICATES FILL DEEPER THAN 100MM PLACED ON ALLOTMENTS.

THE EXTENT OF AND DEPTH OF FILL MUST BE CORRECTED BY A PROPER GEOTECHNICAL INVESTIGATION BY AN ENGINEERED PRACTITIONER.



DALTON CONSULTING ENGINEERS

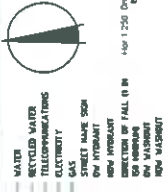
ABN 78 429 221 049
QUEENSLAND
F 61 7374 8000
E info@daltoneng.com.au

VICTORIA
F 61 3 9813 7100
E victoriad@daltoneng.com.au

BLOOMDALE ESTATE
STAGE 2B
120 DOGGERS REST - COMBARD ROAD, DOGGERS REST, 3477
SALES SERVICING PLAN
SHEET 02 OF 02
Drawing No. 12563.26SSP02 Rev A
Scale: 1:250 (D), 1:500 (S)

AVID Property Group

Control, Inspire, Grow
Levels AND
Scale @ A1/A3 1:250/500



- LEGEND**
- EXISTING WATER MAIN
 - EXISTING ELECTRICAL CABLE
 - EXISTING SEWER MAIN & MANHOLE
 - EXISTING TELECOM CABLE
 - EXISTING STEAMWATER MAIN & PIT
 - CONSTRUCTED PNE DEVELOPMENT
 - GROUND WIRE GRIDS - 1.5m
 - ALL TYPICAL PAD BOUNDARY

- SEWER MAIN AND MANHOLE
- RECYCLED WATER MAIN
- 2.0m BROAD & PIT CONSTRUCTED IN PREVIOUS STAGES
- HOUSE DRAIN
- GAS CONDUIT
- WATER CONDUIT
- RECYCLED WATER CONDUIT
- PROPOSED SIDEWALK LEVEL CONDUIT
- EXISTING TELECOM CABLE
- EXISTING STEAMWATER MAIN & PIT
- CONSTRUCTED PNE DEVELOPMENT
- GROUND WIRE GRIDS - 1.5m
- ALL TYPICAL PAD BOUNDARY

Drawn	Checked	Designed	Date
			11/11/24
			11/11/24
			11/11/24
			11/11/24
			11/11/24
			11/11/24
			11/11/24
			11/11/24
			11/11/24
			11/11/24

NOT TO BE USED FOR CONSTRUCTION

A PRELIMINARY ISSUE
DATE 15/09/24
APPROVED BY [Signature]

Project: The Bloomdale Estate, Stage 2B - 120 Doggers Rest - Combard Road, Doggers Rest, VIC 3477
Drawing No: 12563.26SSP02 Rev A
Scale: 1:250 (D), 1:500 (S)
This drawing is the property of Dalton Consulting Engineers. It is to be used only for the project and site for which it was prepared. It is not to be used for any other purpose without the written consent of Dalton Consulting Engineers. All dimensions are in millimeters unless otherwise stated. The user of this drawing is responsible for ensuring that it is used in accordance with the applicable laws and regulations. Dalton Consulting Engineers Pty Ltd

Annexure C – Plan

PLAN OF SUBDIVISION			EDITION 1	PS803025H
LOCATION OF LAND PARISH: HOLDEN TOWNSHIP: SECTION: 13 CROWN ALLOTMENT: B (PART) CROWN PORTION: TITLE REFERENCE: Vol. Fol. LAST PLAN REFERENCE: Lot C on PS749048T POSTAL ADDRESS: 120 Diggers Rest - Coimadai Road (at time of subdivision) DIGGERS REST 3427 MGA 94 CO-ORDINATES: E 297 120 ZONE: 55 (of approx centre of land N: 5833 360 in plan)			Council Name: Melton City Council Council Reference Number: SUB4825 Planning Permit Reference: PA2016/5231/1 SPEAR Reference Number: S103563A 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 Digitally signed by: Geraldine Addicott for Melton City Council on 17/07/2017	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON		Lots 2601 to 2636 (both inclusive) may be affected by one or more restrictions. Refer to Creation of Restriction A on sheet 7 of this plan for details.	
ROAD R1	Melton City Council			
NOTATIONS			BLOOMDALE - Release No. 26 Area of Release: 1.817ha No. of Lots: 36 Lots and Balance Lot D	
DEPTH LIMITATION: Does Not Apply				
SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
SEE SHEET 2 FOR EASEMENTS				
TAYLORS		SURVEYORS FILE REF: Ref. 01112-S26 Ver. 2		ORIGINAL SHEET SIZE: A3
Urban Development Built Environments Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorstds.com.au		Digitally signed by: Richard David Illingworth (Taylors Development Strategists Pty Ltd), Surveyor's Plan Version (2), 21/06/2017, SPEAR Ref: S103563A		SHEET 1 OF 7

PS803025H

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	See Diagram	PS749041J	Melton City Council
	Sewerage			Western Region Water Corporation
E-8	Drainage	2m	PS749041J	Melton City Council
E-9	Sewerage	2m	This Plan	Western Region Water Corporation
E-10	Drainage	See Diagram	This Plan	Melton City Council
	Sewerage			Western Region Water Corporation



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

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 Surveyor's Plan Version (2),
 21/06/2017, SPEAR Ref: S103563A

ORIGINAL SHEET
 SIZE: A3

Ref 01112-S26
 Ver. 2

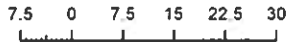
SHEET 2

Digitally signed by:
 Melton City Council,
 17/07/2017,
 SPEAR Ref: S103563A

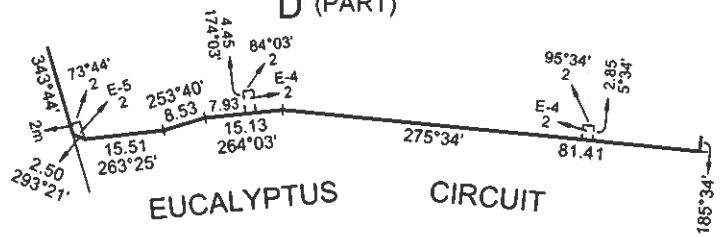
PS803025H

ENLARGEMENT 1

1:750



D (PART)



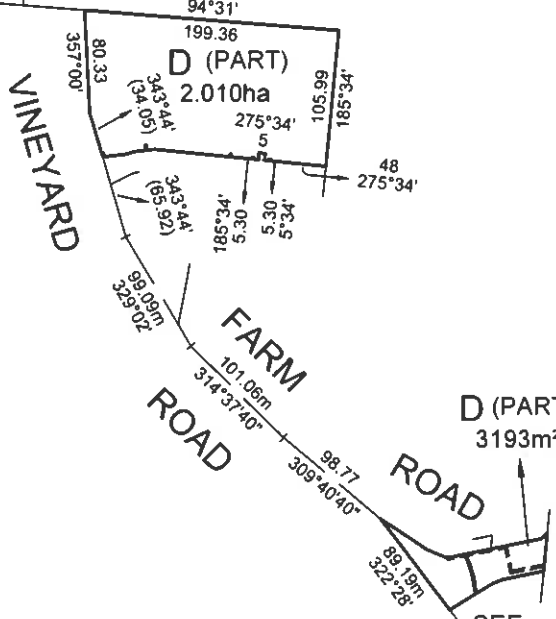
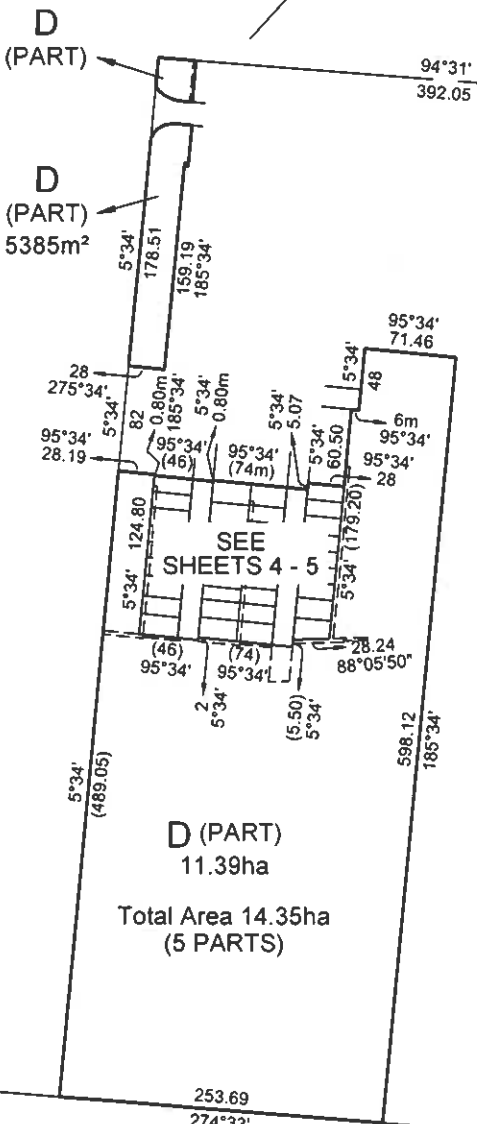
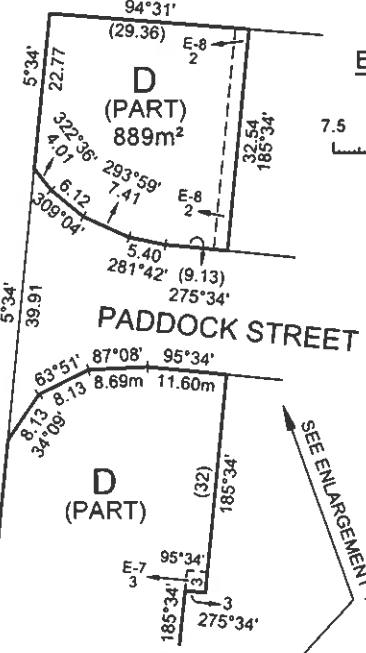
SCALE OF ENLARGEMENT 2

1:1000



VINEYARD ROAD

SEE ENLARGEMENT 2



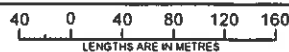
PLUMPTON ROAD

DIGGERS REST - COIMADAI ROAD

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
1:4000



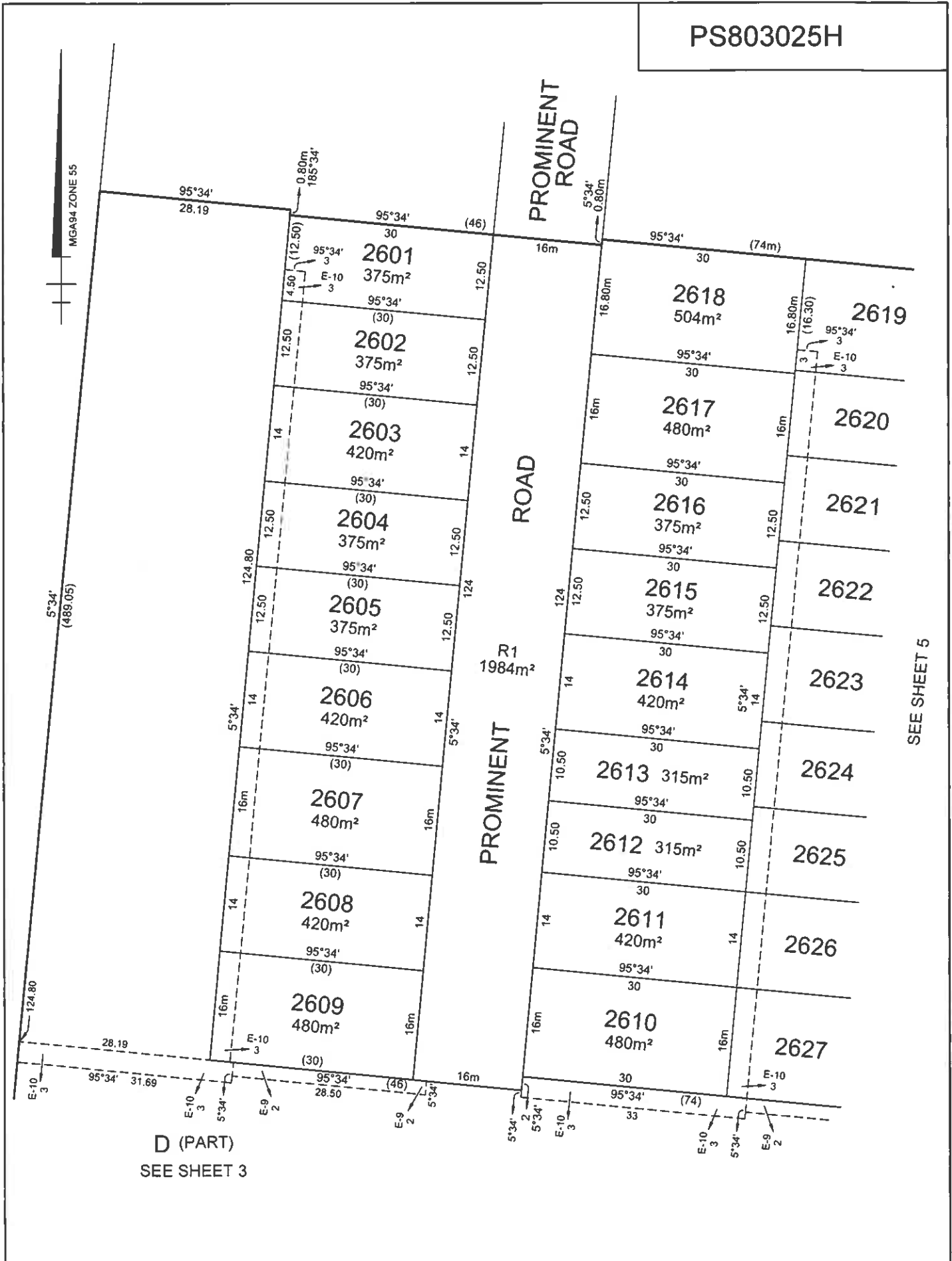
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Surveyor's Plan Version (2),
21/06/2017, SPEAR Ref: S103563A

ORIGINAL SHEET
SIZE: A3

Ref 01112-S26
Ver. 2

SHEET 3

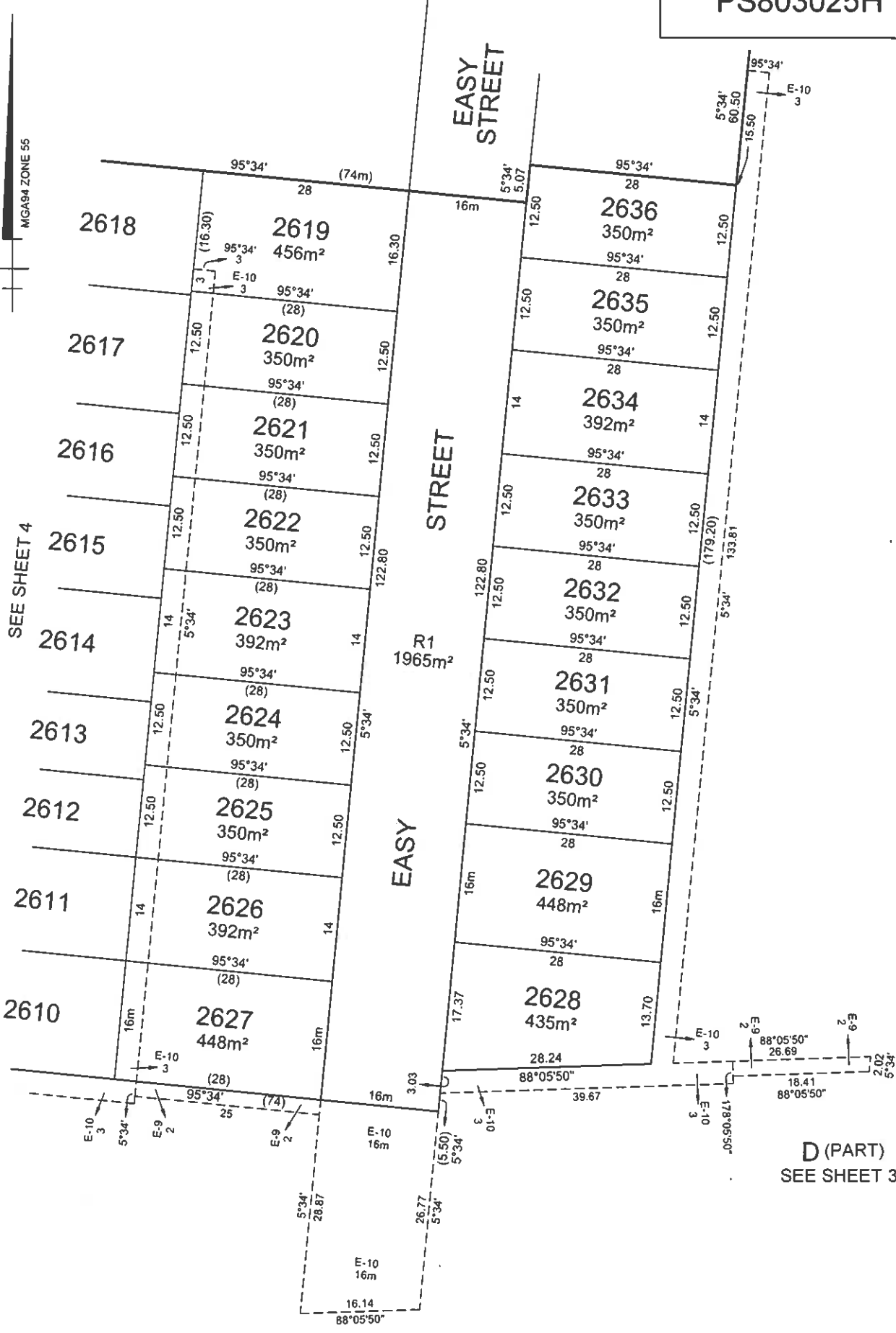
Digitally signed by:
Melton City Council,
17/07/2017,
SPEAR Ref: S103563A



SEE SHEET 5

MGA94 ZONE 55

SEE SHEET 4



D (PART)
SEE SHEET 3

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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

LENGTHS ARE IN METRES

Digitally signed by: Richard David Illingworth (Taylors Development Strategists Pty Ltd),
Surveyor's Plan Version (2),
21/06/2017, SPEAR Ref: S103563A

ORIGINAL SHEET
SIZE: A3

Ref. 01112-S26
Ver. 2

SHEET 5

Digitally signed by:
Melton City Council,
17/07/2017,
SPEAR Ref: S103563A

PS803025H

SEE SHEET 3

MGA94 ZONE 55

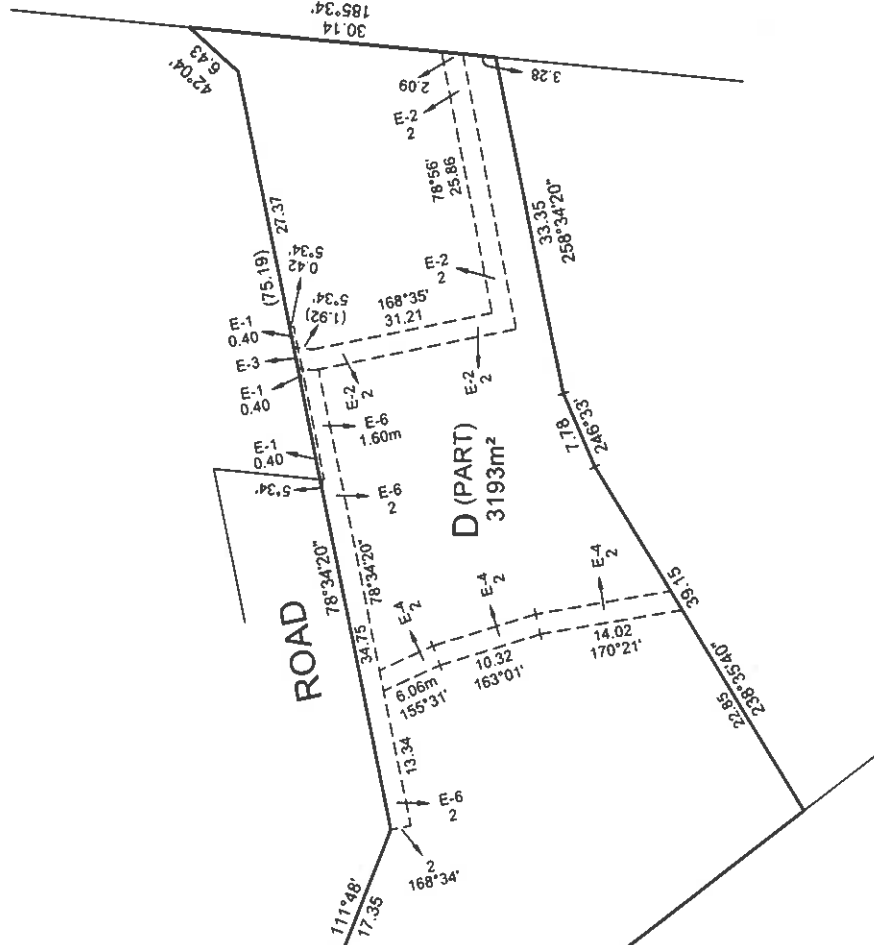
FARM
122°15'
43.51

VINEYARD ROAD
89.19m
322°28'

ROAD

PLUMPTON ROAD
30.14
185°34'

D (PART)
3193m²



TAYLORS

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

SCALE
1:500

5 0 5 10 15 20
LENGTHS ARE IN METRES

Digitally signed by: Richard David Illingworth (Taylors Development Strategists Pty Ltd), Surveyor's Plan Version (2), 21/06/2017, SPEAR Ref: S103563A

ORIGINAL SHEET
SIZE: A3

SHEET 6

Ref. 01112-S26
Ver. 2
Digitally signed by:
Mellon City Council,
17/07/2017,
SPEAR Ref: S103563A

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
2601	2602
2602	2601, 2603
2603	2602, 2604
2604	2603, 2605
2605	2604, 2606
2606	2605, 2607
2607	2606, 2608
2608	2607, 2609
2609	2608
2610	2611, 2627
2611	2610, 2612, 2626
2612	2611, 2613, 2625
2613	2612, 2614, 2624, 2625
2614	2613, 2615, 2623, 2624
2615	2614, 2616, 2622, 2623
2616	2615, 2617, 2621, 2622
2617	2616, 2618, 2620, 2621
2618	2617, 2619, 2620

Table 1 (Continued)

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
2619	2618, 2620
2620	2617, 2618, 2619, 2621
2621	2616, 2617, 2620, 2622
2622	2615, 2616, 2621, 2623
2623	2614, 2615, 2622, 2624
2624	2613, 2614, 2623, 2625
2625	2612, 2613, 2624, 2626
2626	2611, 2625, 2627
2627	2610, 2626
2628	2629
2629	2628, 2630
2630	2629, 2631
2631	2630, 2632
2632	2631, 2633
2633	2632, 2634
2634	2633, 2635
2635	2634, 2636
2636	2635

AA3349

07/07/2017 \$94.60 MCP



Memorandum of Common Provisions

Section 91A Transfer of Land Act 1958

Lodged by

Name: Taylors Development Strategists Pty Ltd
Phone: (03) 9501 2800
Address: Suite 8, 270 Ferntree Gully Road, Notting Hill VIC 3168
Reference: 01112/S/26
Customer Code: 11200D

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 2601 to 2636 within Stage 26 on Plan of Subdivision PS803025H 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.

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07/07/2017 \$94.60 MCP



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.

AA3349

07/07/2017

\$94.60

MCP



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.

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07/07/2017

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MCP



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

AA3349

07/07/2017 \$94.60 MCP



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.

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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.

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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.

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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;

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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.

Annexure D – Guarantee

GUARANTEE

Date: 20

We,
of

("the Guarantors")

- 1 **IN CONSIDERATION** of the Seller selling to the Buyer at our request the Property for the price and upon the terms and conditions set out in the contract **DO HEREBY** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the Seller that if at any time default shall be made in the payment of the deposit or balance or interest or other moneys payable by the Buyer to the Seller under the contract to be performed or observed by the Buyer we will forthwith on demand by the Seller pay to the Seller the whole of such deposit, balance, interest or other moneys which shall then be due and payable to the Seller and will keep the Seller indemnified against all loss of purchase money interest and other moneys payable under the contract and all losses costs charges and expenses whatsoever which the Seller may incur by reason of any default as aforesaid on the part of the Buyer.
- 2 This guarantee shall be a continuing guarantee and shall not be released by any neglect or forbearance on the part of the Seller in enforcing payment of any of the moneys payable under the contract or the performance or observance of any of the agreements obligations or conditions under the contract by a nomination under the contract or by time being given to the Buyer for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our executors or administrators.

Executed as a deed.

SIGNED, SEALED AND DELIVERED by)
the Guarantor in the presence of:)

.....
Signature of Guarantor

.....
Signature of witness

.....
Name of Guarantor

SIGNED, SEALED AND DELIVERED by)
the Guarantor in the presence of:)

.....
Signature of Guarantor

.....
Signature of witness

.....
Name of Guarantor