
VENDOR(S)

Muhammad Asad Naeem

CONTRACT OF SALE OF REAL ESTATE

Property:

11 Mylius Street, Wollert VIC 3750

Sargeants Hawthorn Pty Ltd

PO Box 468

SOUTH YARRA VIC 3141

Tel: 03 8560 1112

Email: info@sargeants2settle.com.au

Ref: S-6059-NK-Naeem

Nadee Karunaratna

CONTRACT OF SALE OF REAL ESTATE PARTICULARS OF SALE

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

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

The terms of this contract are contained in the:

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

and in that order of priority.

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

SIGNING OF THIS CONTRACT

The authority of a person signing:
under power of attorney; or
as director of a corporation; or
as agent authorised in writing by one of the parties

must be noted beneath the signature.

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

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

SIGNED BY THE PURCHASER		Dated:	
print name of person signing:			

state nature of authority if applicable (e.g. "director", "attorney under power of attorney")

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

SIGNED BY THE VENDOR		Dated:	
-----------------------------	--	--------	--

print name of person signing: **Muhammad Asad Naeem**

State nature of authority if applicable (e.g. "director", "attorney under power of attorney")

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

IMPORTANT NOTE 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 notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision. You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

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

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

PARTICULARS OF SALE

REAL ESTATE AGENT:

Harcourts Rata & Co - Epping
219 High Street
Thomastown VIC 3074
9465 7766

VENDOR: Muhammad Asad Naeem

**VENDORS
CONVEYANCER:** Sargeants Hawthorn Pty Ltd
Conveyancing and Property Transfer Specialists
PO Box 468, SOUTH YARRA, VIC 3141
Tel: 8560 1112
Email: info@sargeants2settle.com.au

PURCHASER(S):

Name(s):	
Address(es):	

**PURCHASER(S)
REPRESENTATIVE:**

Company:	
Contact Name:	
Address:	
Phone:	
Email:	

STREET ADDRESS: 11 Mylius Street, Wollert VIC 3750

LAND BEING SOLD: That part of the land which is currently fenced and/or occupied by the vendor and contained only within the land described in Certificate of Title

VOLUME	12570	FOLIO	151
LOT	401	PLAN	PS8329395

GOODS:

Vacant Land

PRICE:	\$	
DEPOSIT:	\$	on the signing thereof
BALANCE:	\$	
PAYMENT OF THE BALANCE is due on		being the SETTLEMENT DATE
or earlier by mutual agreement and is the date upon which *vacant possession of the Land and Goods *receipt of the rents and profits shall be given, namely upon acceptance of Title and payment of the whole of the purchase price. <i>If the vendor is required to collect GST and the price above does not include GST you must write the words "plus GST" in the appropriate box headed GST on the following page</i> <i>If the purchaser is not entitled to vacant possession of the Land being sold you must write "subject to lease" in the appropriate box headed Encumbrances on the following page and particulars of any lease must be included.</i>		

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

GST (refer to general condition 13)

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

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

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

Settlement

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

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

VACANT POSSESSION	Initials of purchaser & vendor:	
-------------------	---------------------------------	--

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

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

Encumbrances

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

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

Special conditions

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

Loan (refer to general conditions 14)

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

Lender:	
Loan Amount Not more than	
Approval date:	

GST WITHHOLDING NOTICE

Purchaser must make a GST Withholding Payment: No Yes

(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

The purchaser is not required to withhold an amount for GST to pay to the Commissioner of Taxation pursuant to section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) as;

- a) the premises is not new (not previously been sold) or;
- b) the vendor is not required to be registered (or required to be registered for GST) and/or;
- c) the supply is not in the course of furtherance of an enterprise

GST Withholding Payment Details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's Name:

Supplier's ABN:

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the GST withholding rate: \$

Amount must be paid: at completion at another time (specify):

Is any of the consideration not expressed as an amount in money? No Yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

Special Conditions

- 1 Foreign resident capital gains withholding**
- 1.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this special condition unless the context requires otherwise.
- 1.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate.
- 1.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).
- 1.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 1.5 The purchaser must:
 - a engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition, and
 - b ensure that the representative does so
- 1.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
 - a pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition is the sale of the property settles;
 - b promptly provide the vendor with proof of payment; and
 - c otherwise comply, or ensure compliance with, this special condition; despite:
 - d any contrary instructions, other than from both the purchaser and the vendor; and
 - e any other provision in this contract to the contrary.
- 1.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
 - a the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Lid or any other electronic conveyancing system agreed by the parties, and
 - b the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 1.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 1.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

- 1.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

2 Electronic Conveyancing

EC

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

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 2 ceases to apply from when such a notice is given.
- 2.3 Each party must:
- a be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - b ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
 - c conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
- a the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - b if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
- a electronically on the next business day, or
 - b at the option of either party, otherwise than electronically as soon as possible - if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 The vendor must before settlement:
- a deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - b direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;

- c deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - d direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

3 Identity of the Land

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

4 Planning

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

5 Buildings and Goods

The purchaser acknowledges and declares that he has purchased the property as a result of his own inspections and enquiries of the property and all buildings and structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the vendor or his consultants or any agents or servants. Notwithstanding anything to the contrary herein contained or by-law or otherwise provided or implied. It is agreed that the purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said buildings or structures. The purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the vendors Title.

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

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

6 Solar Panels

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

7 Swimming Pool/Spa

If the property contains a swimming pool or spa the vendor makes no representations or gives any warranties whatsoever with respect to the Swimming pool at the property hereby sold in relation to the condition, state or repair, or fitness for purpose. The purchaser acknowledges that the purchaser will be liable to register the swimming pool with the council and obtain the necessary certificate of compliance as required. The purchaser acknowledges that the vendor makes no representations or gives any warranties whatsoever with respect to swimming pool registration and compliance. The Purchaser acknowledges that they have been made aware of this and the purchaser cannot make any requisition, objection or claim for compensation.

8 Restrictions

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

9 Warranties and Exclusions

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

Marketing Materials

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

10 Interest and costs payable on default

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

11 Goods

The purchaser acknowledges that he has inspected the goods, fittings and appliances forming part of this contract and that he is aware of their current condition and any deficiencies. The purchaser shall not require the goods to be in working order at the date of settlement, nor shall he claim any compensation in relation thereto.

12 Purchaser a resident of or entitled to purchase land in Australia

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

13 Stamp Duty - More than one purchaser

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

Name:.....%

Name:.....%

Total 100%

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

14 State Revenue Office Duties on Line

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

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

Should the purchaser fail to finalize the electronic Duties On Line document at least fourteen (14) days prior to the Settlement Date in the contract or the purchaser changes the electronic Duties on Line document creating a need for the vendor to resign the electronic Duties On Line document, the vendor will not be required to settle the matter prior to the expiration of fourteen (14) days after the vendor resigns the electronic Duties On Line document.

15 Acceptance of Title

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

16 Deposit Bond or Bank Guarantee

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

17 Adjustments

The purchaser must provide copies of all certificates and other information used to calculate the adjustments under General Condition 15, if requested by the vendor.

18 Restrictions

The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements, encumbrances and restrictions and all implied easements, encumbrances and restrictions and any rights of any other person, whether they are disclosed or not. The purchaser acknowledges that any planning permit for the land may require the vendor to enter into a Section 173 Agreement which must be registered and run with the Titles. The purchaser consents to and authorizes the vendor to negotiate the terms of the Section 173 Agreement with Council and enter into the agreement to enable the development of the land to proceed. The purchaser shall make no objection or claim compensation in relation to the terms of the Section 173 Agreement or the registration of than agreement.

19. Electronic signature

- 19.1 In this special condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 19.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.

- 19.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 19.4 This Contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 19.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 19.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contact.

20. Australian Consumer Law

The Vendor and the Purchaser agree that this contract is not a standard form contract within the meaning of the Australian Consumer Law. The Purchaser acknowledges and agrees that before signing this contract the Purchaser has:

- 20.1 Obtained or has been given the opportunity to obtain independent advice considered relevant to the Purchaser, and
- 20.2 Negotiated or has had the opportunity to negotiate the terms of the Contract; and
- 20.3 The rights given to the Vendor under this Contract are reasonably necessary to protect the legitimate interests of the Vendor. Wherein appearing the singular shall include the plural, the male gender shall include the female gender or a body corporate

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

21. Rescheduling settlement

Should the purchaser request to amend the settlement date, a rescheduling settlement fee of \$220 (inclusive of GST) will be payable by the purchaser at settlement.

22. Section 27 statement

The purchaser agrees to release the deposit from the stakeholder when the vendor supplies a Section 27 Statement and evidence confirming that sufficient monies are available to discharge any Mortgage or debts against the property. The vendor may, if no written objection is received in accordance with Section 27 (4) & (6) of the *Sale of Land Act* 1962 and without consent from the purchaser, authorise the stakeholder to release deposit monies pursuant to Section 27 (7) of the *Sale of land Act* 1962. The purchaser must not make any objection if the relevant evidence is supplied and the deposit money is released.

23. Special Conditions – pages 26 to 39

The purchaser acknowledges that they are bound by the special conditions included in the contract dated 14/10/2024 and they are aware of the settlement date of the said contract being 18th December 2024.

Signed by the Purchasers

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 Vendor's Statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the Particulars of Sale.
- 1.2 The Purchaser indemnifies the Vendor against all obligations under any lease that are to be performed by the Landlord after settlement.
- 1.3 If the Particulars of Sale provide that the Purchaser is taking over an existing mortgage:
- (a) the Purchaser assumes liability for the mortgage; and
 - (b) the price is satisfied to the extent of any mortgage money owing at the settlement; and
 - (c) the Vendor must treat any payment made by the Purchaser under the mortgage as a payment made to the Vendor under this Contract.

2. Vendor warranties

- 2.1 The Vendor warrants that these General Conditions 1 to 28 are identical to the General Conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of Section 53A of the **Estate Agents Act 1980**, unless changed or deleted.
- 2.2 The warranties in General Conditions 2.3 and 2.4 replace the Purchaser's right to make requisitions and inquiries.
- 2.3 The Vendor warrants that the Vendor:
- (a) has, or by the due date for settlement will have the right to sell the Land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the Land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to 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) easement 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 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 provision in this Contract and the disclosures in the Vendor's Statement.
- 2.6 If Sections 137B and 137C of the **Building Act 1993** apply to this Contract, the Vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the Vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the Contract, those materials were new; and
 - (c) domestic building work carried was out in accordance with all laws and legal requirements, including without limiting the generality of this warranty, the **Building Act 1993** and the regulations 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, measurement or area of the Land does not invalidate the sale.
- 3.2 The Purchaser may not:

- (a) make any objection or claim 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 as if any part of the property is subject to a security interest to which the Personal Property Securities Act 2009 (Cth) applies.
- 7.2 Subject to general condition 7.3 and 7.4, the vendor must ensure that at or before the settlement, the purchaser receives:-
 - (a) A release from the secured party releasing the security interest in respect of the property ; or
 - (b) A statement in writing in accordance with section 275(1)(b) of the Personal Property Securities Act 2009 (Cth) setting out that the amount or obligations that is secured is nil at the due date for 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 the due date for settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

If the security interest is registered in the Personal Property Securities Register.
- 7.3 The vendor is not obliged to ensure that the purchaser receive a release, statement, approval of correction in respect of any personal property that is sold in the ordinary course of the vendor's business of selling personal property of that kind unless, in the case of goods that may or must be described by serial number in the Personal Property Securities Register, the purchaser advises the vendor at least 28 days before the due date for settlement that the goods are to be held as inventory.
- 7.4 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval of correction in respect of any personal property that –
 - (a) Is not described by serial number in the Personal Property Securities Register; and
 - (b) Is predominantly used for personal , domestic or household purposes; and
 - (c) Has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the Personal Property Securities Act 2007 (Cth), not more than that prescribed amount.
- 7.5 A release for the purpose of general condition 7.2(a) must be in writing and in a form published by the Law Institute of Victoria, Law Council of Australia or the Australian Bankers Association.
- 7.6 If the purchaser receives a release under general condition 7.2(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.7 In addition to ensuring a release is received under general condition 7.2(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to a register a financing charge statement to reflect that release if the property being released includes goods of a kind that are described by serial Number in the Personal Property Securities Register.
- 7.8 The purchaser must advise the vendor of any security interest that the purchaser reasonably requires to be released at least 21 days before the due date for settlement.

7.9 If the purchaser does not provide an advice under general condition 7.8, the vendor may delay settlement until 21 days after the purchaser advised the vendor of the security interest that the purchaser reasonably requires to be released.

7.10 In addition to ensuring that 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 the release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register

7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal 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 interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.

7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor:

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay: as though the purchaser was in default.

7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.

7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

8 Builder warranty insurance

The Vendor must provide at settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

9 General law land

9.1 This General Condition only applies if any part of the Land is not under the operation of the **Transfer of Land Act 1958**.

9.2 The Vendor is taken to be the holder of an unencumbered estate in fee simple in the Land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

9.3 The Purchaser is entitled to inspect the Vendor's chain of title on request at such place 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 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 to that part of the Land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'register 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:
 - (i) to the Vendor's licensed estate agent or legal practitioner or conveyancer and held by the estate agent or legal practitioner or conveyancer on trust for the Purchaser until the registration of the plan of subdivision;
or
 - (ii) if the Vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the Vendor in the Contract in the joint names of the Purchaser and the Vendor and held in that account until the registration of the plan of subdivision.

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

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

11.4 At settlement, payments may be made or tendered:

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

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

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

12 Stakeholding

12.1 The Deposit must be released to the Vendor if:

- (a) the Vendor provides proof, to the reasonable satisfaction of the Purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the day of sale; and
- (c) all conditions of the **Sale of Land Act 1962** have been satisfied.

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

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

13 GST

13.1 The Purchaser does not have to pay the Vendor any GST payable by the Vendor in respect of a taxable supply made under this Contract in addition to the price unless the Particulars of Sale specify that the Price is '**plus GST**'. However the Purchaser must pay to the Vendor any GST payable by the Vendor-

- (a) solely as a result of any action taken or intended to be taken by the Purchaser after the day of sale, including a change of use; or
- (b) if the Particulars of Sale specify that the supply made under this Contract is a **farming business** and the supply does not satisfy the requirements of section 38-480 of the **GST Act**; or
- (c) if the Particulars of Sale specify that the supply made under this Contract is a **going concern** and supply does not satisfy the requirements of section 38-325 of the **GST Act**.

13.2 The Purchaser must pay to the Vendor any GST payable by the Vendor in respect of a taxable supply made under this Contract in addition to the Price if the Particulars of Sale specify that the Price is **'plus GST'**.

13.3 If the Purchaser is liable to pay GST, the Purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

13.4 If the Particulars of Sale specify that the supply made under this Contract is a **'farming business'**:

- (a) the Vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the Purchaser warrants that the Purchaser intends that a farming business will be carried on after settlement on the property.

13.5 If the Particulars of Sale specify that the supply made under this Contract is a **'going concern'**:

- (a) the parties agree that this Contract is for the supply of a going concern; and
- (b) the Purchaser warrants that the Purchaser is, or prior to settlement will be registered for GST; and
- (c) the Vendor warrants that the Vendor will carry on the going concern until the date of supply.

13.6 If the Particulars of Sale specify that the supply made under this Contract is a **'margin scheme'** supply, the parties agree that the margin scheme applies to this Contract.

13.7 This General Condition will not merge on either settlement or registration.

13.8 In this General Condition

- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
- (b) 'GST' includes penalties and interest.

14 **Loan**

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

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

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

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

15 **Adjustments**

15.1 All periodic outgoings and rent 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 owned (as defined in the **Land Tax Act 2005**); and
- (c) the Vendor is taken to own the Land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

TRANSACTIONAL

16 **Time**

16.1 Time is of the essence of this Contract.

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

17 **Service**

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

17.2 Any demand, notice, or document required to be served by or on any party may be served 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.

18 Nominee

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

19 Liability of signatory

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

20 Guarantee

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

21 Notices

The Purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings.

The Purchaser may enter the property to comply with that responsibility where action is required before settlement.

22 Inspection

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

23 Terms contract

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

(a) any mortgage affecting the Land sold must be discharged as to that Land before the Purchaser becomes entitled to possession or to the receipt of rents and profits unless the Vendor satisfies sections 6(1) and 6(2) of the **Sale of Land Act 1962**; and

(b) the deposit and all other money payable under the Contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

(a) the Purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the Vendor;

(b) the Purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the Vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the Purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the Vendor may pay any renewal premiums or take out the insurance 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 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 served and fails to comply with a written default notice.

27.2 The default notice must:

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

28 Default not remedied

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

28.2 The Contract immediately ends if:

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

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

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

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

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

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

GUARANTEE

We,

of

(hereinafter called "the Guarantors" IN CONSIDERATION of the within named vendor selling to the within named Purchaser at our request the land described in the within Contract for the price and upon the terms and conditions therein set forth HEREBY for ourselves our respective Executors and administrators COVENANT with the said Vendor that if at any time default shall be made in the payment of the deposit or residue of purchase money, interest, costs or other moneys payable by the purchaser to the Vendor under the within Contract or in the performance or observance of any term or condition of the within contract to be performed or observed by the Purchaser we will forthwith on demand by the Vendor pay to the Vendor the whole of such deposit, residue of purchase money, interest, costs or other moneys payable which shall then be due and payable to the Vendor and will keep the Vendor indemnified against all loss of purchase money, interest, costs or other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default as aforesaid on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract or in the performance or observance of any of the agreements, obligations or conditions under the within contract or by time being given to the Purchaser for any such payment, performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our Executors and Administrators.

AS WITNESS our hands and seals the day of 202

SIGNED SEALED AND DELIVERED

by the Guarantors

in the presence of:

Witness

Contract of sale of real estate

Vendor: Dahua Group Melbourne Number 8 Pty Ltd
Property: 11 Mylius Street, Wollert VIC 3750

**IMPORTANT NOTICE TO PURCHASERS OF
'OFF THE PLAN' PROPERTIES**

**THIS INFORMATION IS PROVIDED TO THE PURCHASER UNDER SECTION 9AA(1A)
OF THE SALE OF LAND ACT 1962**

By signing this contract, you acknowledge that:

- you may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price;
- a substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the Property; and
- the value of the Property may change between the day on which you sign the contract of sale of that Property and the day on which you become the registered proprietor.

CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

Property address:

11 Mylius
Street,
Wollert VIC
3750

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,
- in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

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

You may end this contract within three 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 three day cooling-off period does not apply if:

- you bought the property at or within three clear business days before or after a publicly advertised auction; or
- the property is used mainly for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used mainly for farming; or
- you and the vendor have 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 a 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 an 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:

Muhammad Asad Naeem

1415E6375105437

SIGNED BY THE PURCHASER

on 9/10/2024

Print name of person signing

Muhammad Asad Naeem

State nature of authority if applicable (eg 'director', 'attorney under power of attorney')
This offer will lapse unless accepted within 10 clear business days.

Individual;

SIGNED BY THE VENDOR

Joy Liu

F057B3A510CB4E4...

on 14/10/2024

Print name of person signing

Zhuoya Liu

State nature of authority if applicable (eg 'director', 'attorney under power of attorney')

Attorney under power of attorney

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

INFORMATION ONLY

Particulars of sale

Vendor's estate agent:

RPM Real Estate Group, Level 5, 52 York Street, South Melbourne, Victoria 3205. Telephone: 9862 9555. Facsimile: 9862 9512. Email: eContracts@rpmrealestate.com.au

Vendor:

Dahua Group Melbourne Number 8 Pty Ltd ACN 619 403 244 of Level 50, 360 Elizabeth Street, Melbourne, Victoria 3000.

Vendor's legal practitioner:

Hall & Wilcox, Level 11, Rialto South Tower, 525 Collins Street, Melbourne, Victoria 3000. Telephone: 9603 3699. Facsimile: 9670 9632. DX: 320. Email: riverhills@hallandwilcox.com.au

Purchaser:

Muhammad Asad Naeem

Purchaser's legal practitioner or conveyancer:

Sargeants Hawthorn Pty Ltd 50 Leopold Street Melbourne VIC 3141		
Tel: 03 85601112	Fax: 03 8456 6611	Email: info@sargeants2settle.com.au

Property address:

11 Mylius Street, Wollert VIC 3750

Land (general conditions 3 and 9)

The land is lot 401 on plan PS832939S being the land described in certificate of title volume 12570 folio 151. Copies of the title and the plan are attached to the Vendor's Statement

Goods sold with the land (general condition 2.3(f)):

Nil - vacant land.

Payment (general condition 11):

Price ~~\$291,000.00~~XXXXXXXXXX inclusive of GST

Deposit ~~\$12,550.00~~XXXXXXXXXX 10% of the price

of which ~~\$1,000.00~~XXXXXXXXXX has been paid

and the balance of ~~\$13,550.00~~XXXXXXXXXX

is due on ~~30/10/2024~~XX

Residue ~~276,450.00~~ 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

Not applicable

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

Margin scheme (subject to special condition 15.1)

GST Withholding

Is the purchaser required to pay a GST Amount to the Australian Taxation Office under section 14-250 of Schedule 1 to the TA Act?

Yes - see further details below and special condition 15.2

GST Amount payable by purchaser

If the 'GST Withholding' box above indicates that the purchaser is required to pay a GST Amount, then:

- (a) special condition 15.2 will apply to this contract; and
- (b) prior to settlement the vendor will provide the information required to satisfy the vendor's obligations under section 14-255 of Schedule 1 to the TA Act.

Settlement (general condition 10)

is due on 21/12/2024

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

Not applicable

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

Not applicable

Loan (general condition 14)

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

Lender: ~~XXXXXXXXXXXXXXXXXXXX~~

Loan amount: ~~276,450.00~~

Approval date: ~~18/11/2024~~XXXX

Foreign resident

The purchaser declares that the purchaser is:
(tick as appropriate)

- (a) a Foreign Person False
- (b) an Australian resident True

Special conditions

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

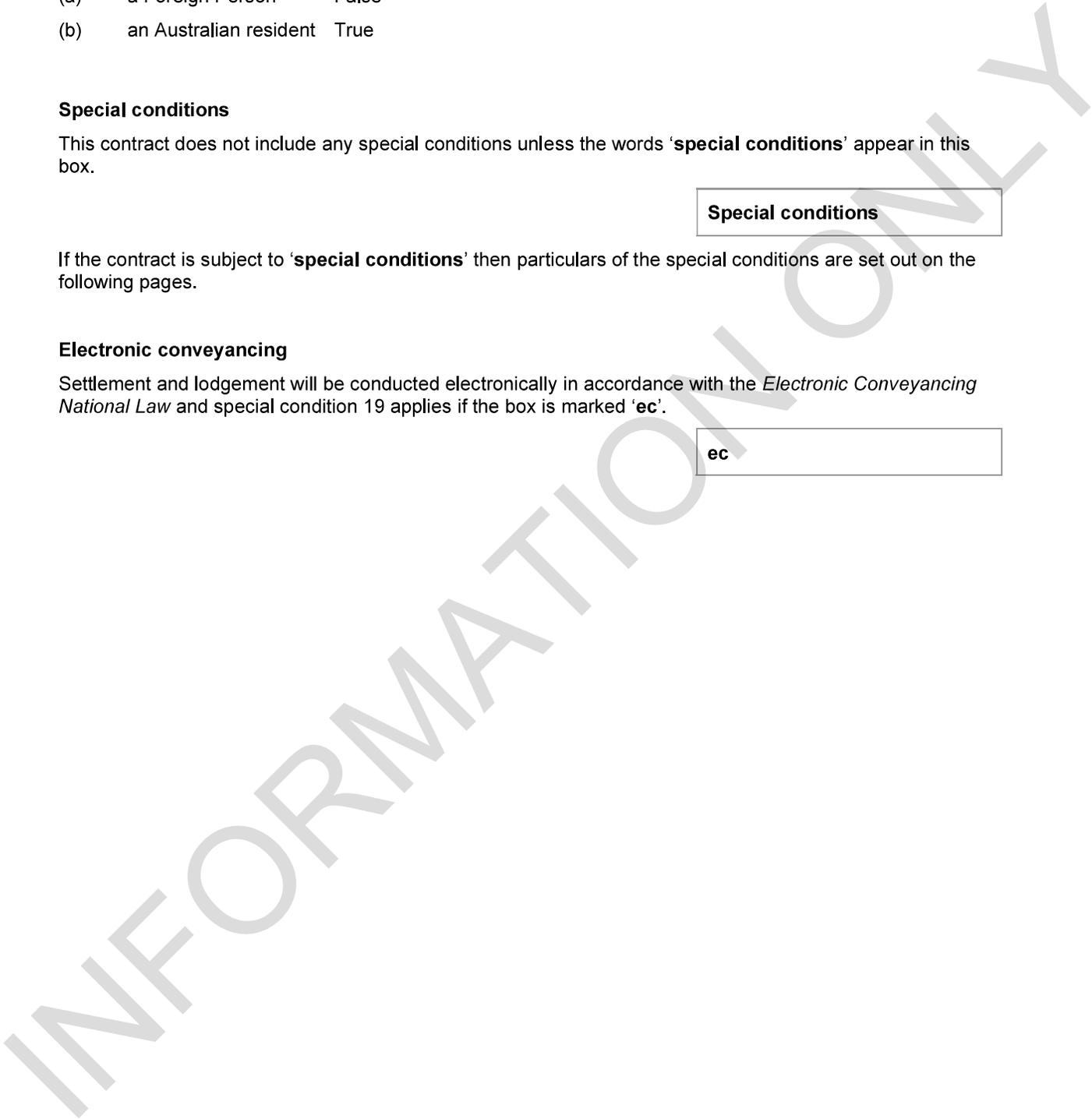
Special conditions

If the contract is subject to '**special conditions**' then particulars of the special conditions are set out on the following pages.

Electronic conveyancing

Settlement and lodgement will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and special condition 19 applies if the box is marked '**ec**'.

ec



CONTRACT OF SALE OF REAL ESTATE - SPECIAL CONDITIONS

1 Definitions and interpretation

1.1 Definitions

In this contract:

Administrative Notice means an administrative notice under the **Transfer of Land Act 1958 (Vic)**.

Business Day means a day that is not a Saturday, Sunday or public holiday in Melbourne, Victoria.

Contamination means a solid, liquid, gas, odour, heat, sound, vibration, radiation or substance in, on, under or migrating to or from the property which renders the property or its produce:

- (a) noxious or poisonous;
- (b) harmful or potentially harmful to the health or welfare of human beings;
- (c) poisonous, harmful or potentially harmful to animals, birds or wildlife;
- (d) poisonous, harmful or potentially harmful to plants or vegetation;
- (e) obnoxious or unduly offensive to the senses of human beings; or
- (f) detrimental to any beneficial use made of the property.

Design Documents has the meaning given under special condition 19.1(a).

Design Guidelines means the design guidelines for the property, a copy of which is in annexure 1.

DOL Form means the all-in-one digital duties online form, or any other form which may be required by the State Revenue Office of Victoria for property transfers in Victoria.

Duties Act means the **Duties Act 2000 (Vic)**.

Duties Settlement Statement means the document that is generated once the DOL Form has been completed and signed by the vendor and the purchaser, which document contains a form ID and all of the information from the forms completed that is required for duty assessment.

ECNL means the Electronic Conveyancing National Law as adopted or implemented in the **Electronic Conveyancing (Adoption of National Law) Act 2013 (Vic)**, as amended from time to time.

eCT means an electronic certificate of title acceptable to the relevant titles office.

eCT Control means the person that has control of an eCT as shown on a folio of the register of land kept under section 27 of the **Transfer of Land Act 1958 (Vic)**.

Electronic Workspace means a shared electronic workspace generated by the ELN.

ELN means the electronic lodgement network as defined in the ECNL.

Environmental and Planning Law means:

- (a) all planning, land use, heritage, water catchment, building, public and occupational health and safety or noxious trades, environmental, noise, development, health, contamination, radiation, waste disposal, and land management laws and all laws relating to Hazardous Materials including the EP Act;
- (b) all conditions of all consents, licences, permissions or permits issued under any of the laws referred to in paragraph (a); and
- (c) all regulations and orders, notices, directions or requirements of any Government Authority made or issued under any of the laws referred to in paragraph (a).

Environment Protection Authority means the body established or continued under the Environment and Planning Law to protect human health and the environment by reducing the harmful effects of pollution and waste and to administer the EP Act.

EP Act means the **Environment Protection Act 2017 (Vic)**.

Foreign Acquisitions Legislation means the **Foreign Acquisitions and Takeovers Act 1975 (Cth)** and any regulations made under that Act.

Foreign Person has the meaning given to that expression in the Foreign Acquisitions Legislation.

Garden Brochure means the Riverhills Garden Brochure (Lot Design), a copy of which is in annexure 2.

Government Authority means any government department, local council, government or statutory authority, public or private utility or other public or private body, that has a right to impose a requirement (including a requirement that its consent be obtained) or charge a fee in connection with the property.

GST Amount means the amount which the purchaser must pay to the Australian Taxation Office under section 14-250 of Schedule 1 to the **TA Act**.

Hazardous Materials means:

- (a) any Contamination;
- (b) any substance, gas, liquid, chemical, mineral or other physical or biological matter that is or may become toxic, flammable, inflammable or that is otherwise harmful to the environment or any life form or that may cause pollution, contamination or any hazard or increase in toxicity in the environment or may leak or discharge or otherwise cause damage to any person, property or the environment;
- (c) any item, substance or article that is either prescribed as dangerous goods within the meaning of the **Dangerous Goods Act 1985 (Vic)** or is capable of constituting a risk, threat or menace to persons or property; or
- (d) any materials or compounds controlled, prohibited or regulated from time to time by any Environmental and Planning Law.

Insolvency Event means:

- (a) in relation to a body corporate:
 - (i) an application being made to a court for an order that it be wound up;
 - (ii) an application being made to a court for an order appointing a liquidator or provisional liquidator in respect of it, or one of them is appointed, whether or not under an order;
 - (iii) except to reconstruct or amalgamate while solvent on terms approved by the vendor, it enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement, or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;
 - (iv) it resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent on terms approved by the vendor, or is otherwise wound up or dissolved;
 - (v) it is or states that it is insolvent;
 - (vi) as a result of the operation of section 496F(1) of the **Corporations Act 2001 (Cth)**, it is taken to have failed to comply with a statutory demand;
 - (vii) it is, or makes a statement from which it may be reasonably deduced by the vendor that it is, the subject of an event described in section 459C(2) or section 585 of the **Corporations Act 2001 (Cth)**;
 - (viii) it takes any step to obtain protection or is granted protection from its creditors under any applicable legislation; or
 - (ix) anything having a substantially similar effect to any of the events set out above happens under the law of any applicable jurisdiction.
- (b) in relation to an individual, becoming bankrupt or entering into a scheme or arrangement with creditors or the occurrence of any event that has a substantially similar effect to any of these events; or
- (c) in relation to a trust, the making of an application or order in any court for accounts to be taken in respect of the trust or for any property of the trust to be brought into court or administered by the court under its control or the occurrence of any event that has a substantially similar effect to any of these events.

Landscaper means Fleming's Landscapes or such other landscape gardener as may be appointed by the vendor in its absolute discretion.

Loss includes any loss, liability, cost, expense, damage, charge, penalty, outgoing or payment, however arising and whether present, unascertained, future or contingent.

Lot Design means the design selected by the purchaser for the landscaping of the front portion of the property.

NBN Fibre to the Premises Guide means the NBN Fibre to the Premises Guide for the Site, a copy of which is in annexure 5.

Small Lot Housing Code means the Small Lot Housing Code, November 2019, a copy of which is in annexure 3.

Subscriber has the meaning given in the ECNL.

TA Act means the **Taxation Administration Act 1993 (Cth)**.

Occupancy Permit means an occupancy permit issued for the property under the **Building Act 1993 (Vic)**.

Permit means any planning permit, approval or consent (including any variation to them) which may be required from any Government Authority in relation to the development of the Site.

Site means the land in the plan of subdivision and any surrounding land known as "Riverhills", where the context permits or requires, includes the property.

1.2 Interpretation

In this contract, headings are inserted for convenience only and do not affect the interpretation of this contract and unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes all other genders;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) the meaning of general words is not limited by specific examples introduced by 'includes', 'including', 'for example' or 'such as' or similar expressions;
- (e) a reference to a document or instrument, including this contract, includes all of its clauses, paragraphs, recitals, parts, schedules and annexures and includes the document or instrument as amended, varied, novated, supplemented or replaced from time to time;
- (f) a reference to a statute, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (g) a reference to a party is to a party to this contract and includes the party's successors and permitted transferees and assigns and, if party is an individual, includes executors and personal legal representatives;
- (h) a reference to a person includes an individual, a partnership, a corporation or other corporate body, a joint venture, a firm, a trust, an association (whether incorporated or not), a government and a Government Authority;
- (i) no provision of this contract will be construed to the disadvantage of a party merely because that party was responsible for the preparation of the contract or the inclusion of the provision in the contract;
- (j) all monetary amounts are in Australian dollars, unless otherwise stated and a reference to payment means payment in Australian dollars;
- (k) if the day on or by which something must be done falls on a Saturday, Sunday or bank holiday in Victoria, that thing must be done on the next business day;
- (l) a right includes a benefit, remedy, discretion, authority or power;
- (m) a reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
- (n) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of a warranty or representation; and
- (o) a reference to law means common law, principles of equity and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them and consolidations, amendments, re-enactments or replacements of any of them).

2 General Conditions

The following general conditions do not apply to this contract:

- (a) 7;
- (b) 10.3;

- (c) 20; and
- (d) 24.4 to 24.6 (inclusive).

3 Purchaser's acknowledgements and limitations

The purchaser acknowledges and agrees that, except as expressly set out in this contract:

- (a) the purchaser has relied entirely on the purchaser's own enquiries relating to, and inspection of, the property including, but not limited to, the potential use of the property and any services to and on the property; and
- (b) the property and the goods are sold in their present condition and state of repair with any faults and defects, both latent and patent, and the vendor is not required to make any alteration or repair to the property or the goods.

4 Planning

The purchaser buys the land subject to any restrictions imposed by any relevant planning legislation, regulations or schemes.

5 Liability arising from Hazardous Materials

5.1 Release

The purchaser releases the vendor from, and agrees that the vendor is not liable for, any Loss arising from, or in connection with, the presence in, on, under or migrating to or from the property of any Hazardous Materials.

5.2 Indemnity

The purchaser is liable for and indemnifies the vendor for any Loss arising from, or in connection with, the presence in, on, under or migrating to or from the property of any Hazardous Materials.

6 Staged development

The purchaser acknowledges and agrees that:

- (a) the development which includes the property forms part of a staged development;
- (b) the vendor may other than in respect of the stage in the development to which the property belongs
 - (i) elect not to complete or to change any or all of the proposed stages in the development ;
 - (ii) at any time, subdivide, sell or otherwise deal with the balance of the land in the Site subject to terms and conditions determined by the vendor in its absolute discretion;
- (c) a plan of subdivision for another stage or stages in the development may include one or more owners corporations;
- (d) the vendor may undertake development works in respect of other stages in the development and while those works are in progress:
 - (i) any roads or other access to the property may be limited during certain periods;
 - (ii) there may be some interruption to the availability of services to the property; and
 - (iii) there may be noise and other disruptions caused to property.
- (e) if requested to do so by the vendor or by any Government Authority, the purchaser must, within five Business Days of being requested to do so, sign any consents or authorities that the vendor may reasonably require to enable the vendor to take any action contemplated by this special condition;
- (f) if it does not materially affect the property sold under this contract, the purchaser must not lodge any objection to, or do anything, or allow any person acting or purporting to act on behalf of the purchaser to lodge any objection to, or do anything, which will in any way delay, obstruct, disrupt, hinder or prevent the vendor from doing any matter or thing contemplated by this special condition;
- (g) the purchaser must not make any requisition or objection, delay settlement, claim any compensation or terminate or purport to terminate this contract because of the vendor exercising any of its rights under special conditions 6(b),6(c), 6(d), 6(e) or 6(f).

7 GST Withholding

- (a) Words defined or used in Subdivision 14-E of Schedule 1 to the **TA Act** or in **A New Tax System (Goods and Services Tax) Act 1999 (Cth)** have the same meaning in this contract unless the context requires otherwise.

- (b) The purchaser acknowledges that completion of the 'GST Withholding' section of the particulars of sale or provision of the further information referred to in the particulars of sale prior to settlement by or on behalf of the vendor constitutes valid notice from the vendor in satisfaction of the vendor's obligations under section 14-255 of Schedule 1 to the **TA Act (GST Notice)**.
- (c) The vendor warrants that the GST Notice is accurate to the best of the vendor's knowledge.
- (d) If the purchaser consists of two or more persons who will hold the property as tenants in common, then:
 - (i) any GST Amount payable is to be apportioned between them and paid by them in the same proportions in which they are buying the property; and
 - (ii) each of those persons acknowledges receipt of the GST Notice.
- (e) If the purchaser is required to pay a GST Amount in accordance with section 14-250 of Schedule 1 to the TA Act, the purchaser must:
 - (i) withhold any GST Amount from the vendor's entitlement to the balance at settlement;
 - (ii) obtain any reference number and complete or lodge any notification forms, returns or other documents required by the Commissioner to enable payment of the GST Amount;
 - (iii) provide the information or copies of the forms referred to in special condition 7(e)(ii) to the vendor prior to or at settlement;
 - (iv) pay the GST Amount in accordance with special condition 7(f) or special condition 7(g); and
 - (v) provide the vendor with any additional information or documents the vendor may require to prepare the GST Notice, remit the GST Amount or claim a refund or credit in respect of the GST Amount.
- (f) If settlement takes place through the ELN or any other electronic conveyancing system agreed by the parties, the purchaser must instruct its Subscriber to include the GST Amount in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- (g) If settlement is conducted by means other than through the ELN or any other electronic conveyancing system, then:
 - (i) the purchaser must deliver to the vendor at settlement:
 - (A) a cheque drawn on an authorised deposit-taking institution for the GST Amount made payable to the 'Deputy Commissioner of Taxation'; and
 - (B) any information or document referred to in special condition 7(e)(ii) or special condition 7(e)(v) to enable payment of the GST Amount by the vendor; and
 - (ii) the vendor must deposit the cheque provided under special condition 7(g)(i)(A) to the credit of the Commissioner's designated bank account on the day of settlement or within any further period allowed by the Commissioner.
- (h) The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the GST Amount unless the penalties or interest arise from the vendor's failure or delay in complying with special condition 7(g)(ii).
- (i) The purchaser will not be required to make payment of GST to the vendor under general condition 13 to the extent that it has paid the GST Amount in accordance with special condition 7(f) or special condition 7(g).
- (j) This special condition will not merge on settlement.

8 Foreign resident capital gains withholding

- 8.1 Words defined or used in Subdivision 14-D of Schedule 1 to the **TA Act** have the same meaning in this special condition unless the context requires otherwise.
- 8.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220(1) of Schedule 1 to the **TA Act**. The specified period in the clearance certificate must include the actual date of settlement.
- 8.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14 200(3) or section 14 235 of Schedule 1 to the **TA Act** ('the amount') because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the **TA Act**.
- 8.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 8.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ('representative') to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
 - (b) ensure that the representative does so.
- 8.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this special condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 8.7 The representative is taken to have complied with the obligations in special condition 8.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 8.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the **TA Act** must be given to the purchaser at least five Business Days before the due date for settlement.
- 8.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the **TA Act**. The information must be provided within five Business Days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 8.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

9 Foreign Acquisitions Legislation

- 9.1 Application of special condition
- If the purchaser is a Foreign Person and the acquisition of the property is subject to the Foreign Acquisitions Legislation, this special condition will apply.
- 9.2 Application by purchaser
- The purchaser must:

- (a) within five Business Days of the day of sale, apply for approval of the acquisition of the property in the manner and in the form prescribed by the Foreign Acquisitions Legislation;
- (b) provide all information as may be required in relation to the purchaser's application for such approval;
- (c) use the purchaser's best endeavours to expedite such approval; and
- (d) promptly inform the vendor upon receipt of confirmation of:
 - (i) objection to the acquisition of the property;
 - (ii) approval of the acquisition of the property; or
 - (iii) non-objection to the acquisition of the property.

9.3 Termination

Unless:

- (a) the acquisition of the property is exempt under the Foreign Acquisitions Legislation; or
- (b) within 30 Business Days after the day of sale, the purchaser has provided the vendor with a copy of written advice:
 - (i) that the acquisition of the property has been approved; or
 - (ii) that there is no objection to the acquisition of the property,

the vendor may, at any time after the expiration of that period, terminate this contract by giving written notice to the purchaser, in which case the deposit must be refunded to the purchaser together with any accrued interest (less bank and government charges incurred in relation to the deposit).

9.4 Indemnity

The purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of any breach by the purchaser of the Foreign Acquisitions Legislation.

9.5 No merger

This special condition will not merge on settlement.

10 Nomination

10.1 General condition 18 does not apply to this contract.

10.2 Subject to special condition 10.3, the purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of the purchaser's obligations under this contract.

10.3 The purchaser may only nominate a party as a substitute or additional transferee if the party is an 'associated person', as that expression is defined in the Duties Act 2000 (Vic), of the purchaser.

10.4 If the purchaser wishes to nominate a substitute or additional transferee, it must deliver to the vendor's legal practitioner:

- (a) a nomination notice executed by the nominee and the purchaser; and
- (b) if the nominee is a corporation to which special condition 18 applies, a guarantee in the form of the guarantee document annexed to this contract.

10.5 Any nomination notice given special condition 10.4(a) must include:

- (a) a warranty by the nominee that the provisions of the Foreign Acquisitions Legislation do not require the nominee to obtain approval to acquire the property from the vendor;
- (b) a warranty by the nominee that, if the provisions of the Foreign Acquisitions Legislation require the nominee to obtain approval to acquire the property from the vendor, this approval has been obtained; and
- (c) an indemnity in favour of the vendor in respect of any Loss which the vendor may incur as a consequence of the vendor having relied on the nominee's warranty.

11 Adjustments

11.1 No separate assessment

If the property is not separately assessed in respect of any outgoing, the portion of the relevant outgoing to be adjusted between the vendor and the purchaser will be the same proportion of the total that the area of the property bears to the total area of land in respect of which the relevant outgoing is assessed.

11.2 Supplementary rates

If supplementary rates or outgoings are assessed, levied or charged against the property after settlement, the purchaser is solely responsible for the amount of any such supplementary rates or outgoings.

11.3 No adjustment of land tax

Unless the Sale Price exceeds the Threshold Amount (as those terms are defined in section 10G of the Act:

- (a) the purchaser is not required to pay, contribute to or reimburse; and
- (b) when used in this contract, the expressions 'periodic outgoings' and 'outgoings' do not include, any amount for which the vendor is or may become liable under the **Land Tax Act 2005 (Vic)**.

11.4 Purchaser not liable for windfall gains tax

Despite any other provision of this contract, the purchaser is not required to pay, contribute to or reimburse any amount whatsoever in respect of a notice of assessment issued to the vendor under the **Windfall Gains Tax Act 2021 (Vic)** on or before the day of sale.

11.5 Service, meter and usage charges

On settlement, the purchaser must allow in favour of the vendor:

- (a) an amount equal to the amount or amounts paid by the vendor to establish accounts or transfer any service to the property into the name of the purchaser including, but not limited to, electricity, gas, water, sewerage and telecommunication services. Any such costs or charges will be adjusted in favour of the vendor at settlement and will not be the subject of an apportionment; and
- (b) a proportion of all charges incurred by the vendor in respect of the supply of services to the Site or the property, including charges incurred in respect of the installation of gas and electricity meters. Any such costs will be calculated in accordance with special condition 11.1.

12 Insolvency Event deemed default

12.1 Without limiting the vendor's rights under any guarantee given under special condition 18, if the purchaser (or if the purchaser consists of two or more persons, any of those persons) is subject to an Insolvency Event:

- (a) the purchaser is deemed to have fundamentally breached a term of this contract at the time that Insolvency Event occurs; and
- (b) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property.

12.2 The vendor may exercise its rights under special condition 12.1 by notice to the purchaser or the purchaser's legal practitioner or conveyancer.

13 Duties Act and stamp duty

13.1 If there is more than one purchaser, it is the purchasers' responsibility to ensure that this contract correctly records, at the day of sale, the proportions in which they are buying the property.

13.2 If the proportions recorded in the transfer of land differ from those recorded in this contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.

13.3 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's lawyers against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer of land differing from those recorded in this contract other than to the extent caused by a wrongful act or omission of the vendor.

13.4 This special condition will not merge on settlement.

14 Delivery of transfer and DOL Form by purchaser

14.1 The purchaser must:

- (a) no later than 10 days before the due date for settlement:

- (i) enter all data and information required to be entered by the purchaser in the DOL Form that it is invited by the vendor to complete;
- (ii) sign and submit the DOL Form completed in accordance with special condition 14.1(a) to the vendor;
- (iii) do any other things required to enable the vendor to produce a Duties Settlement Statement.

14.2 If the purchaser fails to comply with special condition 14.1, then without limiting the vendor's other rights:

- (a) the vendor will not be obliged to complete this contract on the date for payment of the balance but rather on the date which is three Business Days after the date the purchaser complies with special condition 14.1; and
- (b) the purchaser will be deemed to have made default in payment of the balance and must pay interest from the date for payment of the balance until the date which is Three Business Days after the date the purchaser complies with special condition 14.1.

15 Settlement

- 15.1 Settlement must take place no later than 3:00 pm on the date for settlement failing which settlement will be deemed to take place on the next Business Day.
- 15.2 Unless special condition 16 applies, settlement will take place at the office of the vendor's lawyers or at such other place as the vendor directs.
- 15.3 If the certificate of title is an eCT, the vendor will ensure that before settlement the eCT Control lodges an Administrative Notice nominating the eCT to a paper instrument or otherwise in the manner required to enable settlement to occur.
- 15.4 If settlement takes place after 3.00pm on the date for settlement, the purchaser is taken to be in default of the balance until the next Business Day and the vendor will be entitled to interest on the balance in accordance with general condition 26.

16 Electronic conveyancing

- 16.1 This special condition has priority over any other provision to the extent of any inconsistency.
- 16.2 Each party must:
 - (a) conduct settlement and lodgement in accordance with the ECNL;
 - (b) be (or engage a representative who is) a Subscriber; and
 - (c) ensure that all persons for whom it is responsible and who are associated with the transaction the subject of this contract are (or engage representatives who are) Subscribers.
- 16.3 As soon as reasonably practicable after the day of sale, the vendor must:
 - (a) open an Electronic Workspace; and
 - (b) give written notice to the purchaser of the time on the date for settlement at which the Electronic Workspace will be locked.
- 16.4 Settlement occurs when the Electronic Workspace records that:
 - (a) the exchange of money between financial institutions in accordance with the instructions of the parties has occurred; and
 - (b) if there is no exchange of money required, the documents necessary to enable the purchaser to become the registered proprietor of the land have been accepted for electronic lodgement.
- 16.5 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 16.6 Before settlement, the vendor must:
 - (a) deliver any keys, security devices and codes to the vendor's estate agent;
 - (b) direct the estate agent to give the keys to the purchaser or their nominee on notification of settlement by the ELN;
 - (c) deliver all other physical documents and items (other than goods sold with the land) to which the purchaser is entitled at settlement to the vendor's Subscriber with instructions to give those documents and items to the purchaser or its nominee on notification of settlement by the ELN.

17 Withdrawal from electronic conveyancing

- 17.1 If a party reasonably considers that settlement and lodgement can no longer be conducted electronically, it must immediately give written notice to the other party to that effect supported by reasons.
- 17.2 A notice given under special condition 17.1 must be given at least five clear Business Days of the date for settlement unless the settlement cannot proceed electronically because:
- (a) the transaction is excluded from being completed electronically by the ECNL;
 - (b) either party's appointed Subscriber cannot complete the settlement due to a genuine and unforeseen circumstance outside of their reasonable control which has arisen in the period commencing within five Business Days of the date for settlement; or
 - (c) if by reason of electronic, computer or other system failure of the ELN, settlement does not occur electronically on the date for settlement,
- in which case notice must be given immediately on either party becoming aware of the circumstance.
- 17.3 If a party serves notice under special condition 17.1 or 17.2, the parties must do everything reasonably necessary to effect settlement:
- (a) in the case of a notice given under special condition 17.2(b) or 17.2(c), electronically as soon as possible following the resolution of the circumstance or failure; or
 - (b) in all other cases, or at the option of either party, as a paper based settlement in accordance with special condition 15 on the date for settlement or as soon as possible thereafter.
- 17.4 Without limiting any other rights of the parties under or arising out of the contract or otherwise at law, if a notice is given by the either party under special condition 17, each party will bear its own costs in connection with arranging a paper based settlement.
- 17.5 Neither the vendor nor the purchaser may make any claim for any Loss resulting from settlement being delayed for any reason set out at special condition 17.

18 Guarantee by directors

- 18.1 General condition 20 does not apply to this contract.
- 18.2 If the purchaser is a company not listed on the Australian Securities Exchange (unless the purchaser is a subsidiary of a listed company in which case special condition 18.3 will apply), the purchaser must, at its expense and within seven days of the day of sale, procure and deliver to the vendor's lawyers a joint and several guarantee in the form of the document annexed.
- 18.3 If the purchaser is a subsidiary of a company listed on the Australian Securities Exchange, the purchaser must, at its expense and within seven days of the day of sale, procure and deliver to the vendor's lawyers a guarantee from the listed company in the form of the document annexed.

19 Design Documents

19.1 Purchaser bound

The purchaser acknowledges and agrees that:

- (a) The purchaser has read and understood:
 - (i) the Design Guidelines;
 - (ii) the NBN Fibre to the Premises Guide; and
 - (iii) if applicable, the Small Lot Housing Code;

(Design Documents)

- (b) any residence, outbuilding or other improvements to be built or constructed on the property at any time must comply with the Design Documents; and
- (c) this special condition is for the benefit of the vendor only and:
 - (i) the vendor does not warrant or represent to the purchaser that the vendor will enforce compliance with the Design Documents for the benefit of the purchaser; and
 - (ii) the purchaser must not make any claim for compensation because of any matters relating to the Design Documents.

19.2 Successors to be bound

The purchaser must not sell, transfer, assign or otherwise dispose of its interest in all or part of the property without including conditions in the contract or agreement with each successive purchaser for the sale,

transfer, assignment or disposal of all or part of the property under which each successive purchaser covenants in the form of special conditions 19.1 and 19.2 in this contract.

19.3 No merger

This special condition will not merge on settlement.

20 Fencing

20.1 Vendor not liable

The purchaser acknowledges and agrees that the vendor is not liable to construct or contribute to the cost of construction of a fence on any boundary of the property and the purchaser must not call upon the vendor to pay for or contribute to the cost of construction of any boundary fence.

20.2 Sale by purchaser

For as long as the vendor is the registered proprietor of any lot on the Site which has a boundary with the property, the purchaser must not sell, transfer, assign or otherwise dispose of its interest in all or part of the property without including conditions in the contract or agreement with each successive purchaser for the sale, transfer, assignment or disposal of all or part of the property under which each successive purchaser covenants in the form of special conditions 20.1 in this contract.

20.3 No merger

This special condition will not merge on settlement.

21 Confidentiality

The vendor and the purchaser must not disclose the contents or terms of this contract or any information obtained or received in connection with the negotiation of this contract to any person who is not a party to this contract, except to the extent that:

- (a) the other party consents to the disclosure;
- (b) the disclosure is made on a confidential basis to that party's officers, employees, agents, financiers or professional advisers;
- (c) in the case of the vendor, the disclosure is made on a confidential basis to any person who acquires the Site or takes over development of the Site or
- (d) the disclosure is necessary in order to comply with any applicable law or an order of a court or tribunal.

22 Amendment

This contract may only be amended or varied in writing signed by each party.

23 Waiver

23.1 No failure to exercise or delay in exercising any right given by or under this contract to a party constitutes a waiver and the party may still exercise that right in the future.

23.2 Waiver of any provision of this contract or a right created under it must be in writing signed by the party giving the waiver and is only effective to the extent set out in that written waiver.

24 Severability

If any provision of this contract is void, voidable by a party, unenforceable, invalid or illegal and would not be so if a word or words were omitted, then that word or those words are to be severed and if this cannot be done, the entire provision is to be severed from this contract without affecting the validity or enforceability of the remaining provisions of this contract.

25 No merger

Any provision of this contract which is capable of taking effect after settlement will not merge on settlement but rather will continue in full force and effect.

26 Further assurance

Each party must do, sign, execute and deliver and must procure that each of its employees and agents does, signs, executes and delivers, all deeds, documents, instruments and acts reasonably required of it or them by notice from the other party to effectively carry out and give full effect to this contract and the rights and obligations of the parties under it, both before and after settlement.

27 Landscaping

- (a) On the day of sale, the purchaser must select, from the Garden Brochure, a Lot Design. Once the purchaser has selected a Lot Design and, subject to special condition 27(b), the Lot Design cannot be changed or varied until it is completed in accordance with this special condition.
- (b) The vendor may, in order to:
 - (i) satisfy a requirement of any Government Authority or the Permit; or
 - (ii) meet seasonal planting conditions,vary the Lot Design.
- (c) The purchaser acknowledges and agrees that special 27(d) only applies if the purchaser:
 - (i) has complied with special condition 28; and
 - (ii) gives a notice and a copy of the Occupancy Permit to the vendor and the Landscaper within six months after special condition 28 has been complied with.
- (d) If the purchaser gives the required notice under special condition 27(c)(ii), then:
 - (i) the vendor will, at its own expense, procure the Landscaper to landscape the front portion of the property in accordance with the Lot Design;
 - (ii) the purchaser grants to the vendor and the Landscaper access to the property for the purposes of the vendor complying with special condition 27(c). If at any time the purchaser unreasonably refuses access to the vendor or the Landscaper, the vendor will have no further obligation under this special condition;
 - (iii) upon completion of the landscaping of the front portion of the property in accordance with special condition 27(c), the purchaser assumes sole responsibility for the maintenance of the landscaped area and any plants supplied by the Landscaper; and
 - (iv) the purchaser must not make any requisition or objection or claim any compensation, from either the vendor or the Landscaper, in relation to any matter arising from this special condition including, but not limited to, any plant failure.
- (e) For the avoidance of doubt, if the purchaser does not give the vendor a notice in accordance with special condition 27(c)(ii), the vendor will not be required to landscape the front portion of the property.

28 Construction timeframe

28.1 Purchaser to be bound

- (a) The purchaser agrees that:
 - (i) construction of a residential dwelling (**Dwelling**) on the property is commenced not more than 12 months after the due date for settlement; and
 - (ii) construction of the Dwelling on the property is completed not more than 12 months after such construction commences.
- (b) The Dwelling must be constructed completed in accordance with the Design Documents:
 - (i) the Design Documents; and
 - (ii) the requirements of any Government Authority.
- (c) For the purposes of special condition 28.1(a):
 - (i) construction of the Dwelling will be deemed to have commenced when the vendor, acting reasonably, is satisfied that such construction has substantially commenced; and
 - (ii) construction of the Dwelling will be deemed to be completed upon the issue of an Occupancy Permit for the Dwelling.

28.2 Successors to be bound

The purchaser must not sell, transfer, assign or otherwise dispose of its interest in all or part of the property without including conditions in the contract or agreement with each successive purchaser for the sale, transfer, assignment or disposal of all or part of the property under which each successive purchaser covenants in the form of special conditions 28.1 in this contract.

28.3 Indemnity

The purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of any breach by the purchaser of this special condition 28 other than to the extent caused by a wrongful act or omission of the vendor.

28.4 No merger

This special condition will not merge on settlement.

29 Maintenance

29.1 Requirement to maintain

(d) The purchaser must ensure or procure that the property is kept in a clean and tidy condition (including cutting the grass regularly and not letting the grass be overgrown) prior to an Occupancy Permit having been issued for a Dwelling constructed on the property.

(e) During the construction of the Dwelling and at any time prior to an Occupancy Permit has been issued for the Dwelling constructed on the property, the purchaser must ensure that all debris and rubbish is contained within the property and where possible, is stored securely in an appropriate receptacle suitable for such purposes.

29.2 Notice

Prior to an Occupancy Permit has been issued and within 24 months from the settlement date and as long as the vendor is the registered proprietor of any lot on the Site, the vendor may provide the purchaser with a written notice requiring the maintenance works set out in special condition 29.1 to be carried out by the purchaser within five Business Days from the date of the notice.

29.3 Consequences for failure to maintain

If the purchaser fails to maintain the property in accordance with special condition 29.1 and subject to special condition 29.2, the purchaser agrees that the vendor or its contractor may enter the property at any time prior an Occupancy Permit has been issued for a Dwelling constructed on the property by giving two days' written notice to the purchaser, and carry out the maintenance works set out in special condition 29.1 at the purchaser's cost. The purchaser must reimburse any reasonable costs incurred by the vendor upon receipt of the relevant invoices from the vendor.

29.4 Purchaser not to object

The purchaser must not make any requisition or objection nor claim any compensation because of any of the matters included in this special condition.

29.5 No merger

This special condition will not merge on settlement.

30 Electronic signature and exchange

30.1 Definitions

In this special condition, electronic signature means a digital signature or other visual representation of a person's handwritten signature or mark placed or typed on a copy of this contract by electronic or mechanical means (including by using DocuSign or other electronic signing platform agreed by the parties) and **electronically signed** has a corresponding meaning.

30.2 Electronic signature of contract

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

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

30.3 Counterparts and exchange

(a) This contract may be signed in any number of counterparts which together will constitute one document. Any counterpart may be electronically signed.

(b) Each party consents to the exchange of counterparts of this contract by delivery by email to the party or its legal representative or other electronic means of exchange as the parties may agree.

30.4 Delivery of physical counterpart

On request, each party must deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and any written evidence of the authority of a person signing on their behalf, but a failure to comply with this request will not affect the validity of this contract.

INFORMATION ONLY

CONTRACT OF SALE OF REAL ESTATE - GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the former 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 former 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 the 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 leasing 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 personal property:

- (a) that:
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

- (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if:
 - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal 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 interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor:
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay, as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

8 **Builder warranty insurance**

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

9 **General law land**

- 9.1 This 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 the '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 am and 4.00 pm 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 of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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 date 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 'service' 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.

INFORMATION ONLY

ANNEXURE 1

Design Guidelines

INFORMATION ONLY



Design Guidelines

Version 2 - September 2020

Subject to council approval

myriverhills.com.au



Riverhills

Contents

About Riverhills	2
Location	4
1. Purpose of the guidelines	9
2. Design approval	9
3. Solar access & energy efficiency	10
4. Setbacks	10
5. Dwelling design	12
6. Garage design	13
7. Corner lots	14
8. Façade variation	15
9. Building colours & materials	16
10. Fencing	18
11. Driveways	20
12. Front landscaping	21
13. Services & outbuildings	22
14. Submission requirements	25



Riverhills has been conceived to ensure a harmonious dialogue between the existing natural environment and new built forms.

To drive a premium design outcome, its approach is built upon three key pillars

Environment & Sustainability

Each Riverhills home is to be located within 200m of parkland, built in such a way as to acknowledge and respect the key natural elements of the geography, including the natural watercourse of Darebin Creek and the flora and fauna the area is populated by. The nearby Quarry Hills Bushland Park is to be expanded, preserving the uniquely natural qualities of the site.

Social & Community

Riverhills will be an integrated community established along the banks of a natural watercourse, consisting of a variety of lot locations of different elevation and size connected to one another by interconnected parkways, with a sensitively landscaped waterside commons to encourage greater health, wellbeing and connection within the community.

Heritage & Culture

Riverhills acknowledges the long history of the region, honouring it as a site of significance for traditional owners and early settlers, as well as an important site of regional industry that contributed greatly to Melbourne's fortunes across various stages of its development.

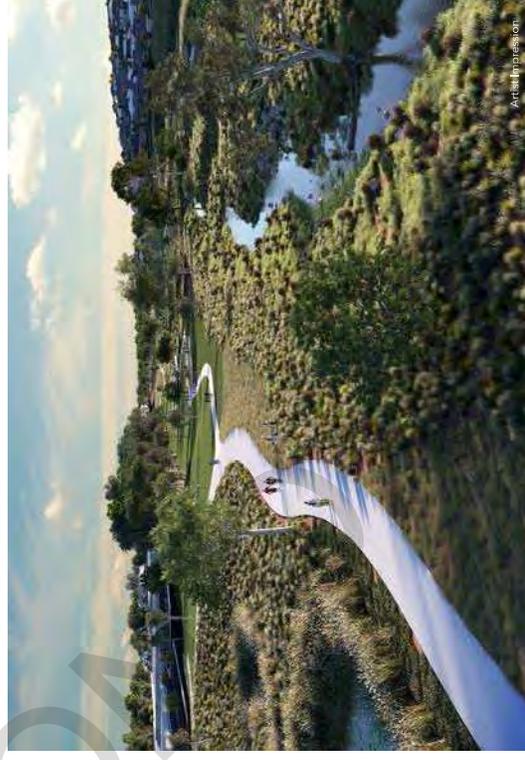
Take the high ground

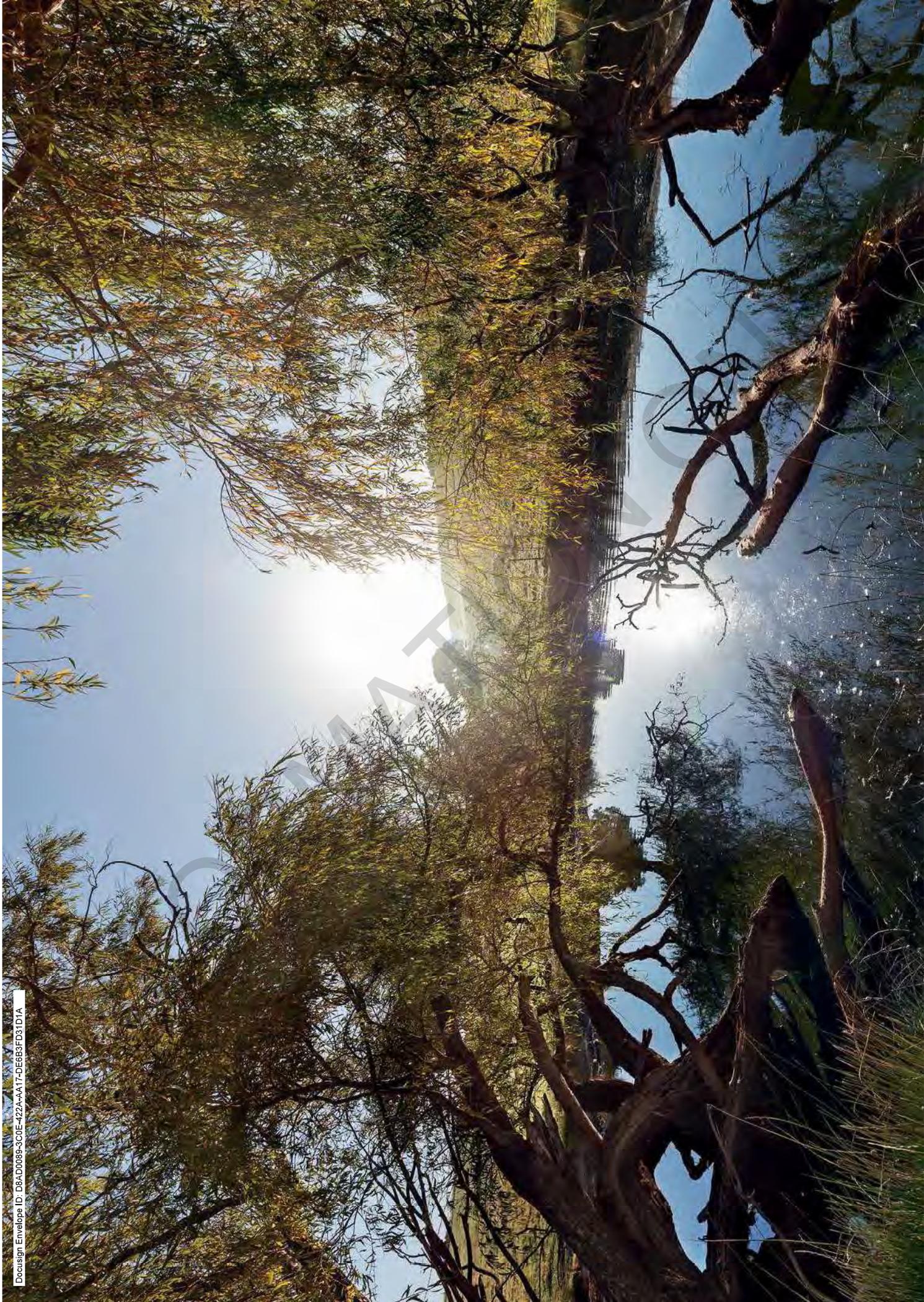
Riverhills establishes a serenity that can never be compromised, with the 220-hectare Quarry Hills Bushland Park expanding further to ensure every dwelling is no more than 200 metres from parkland.

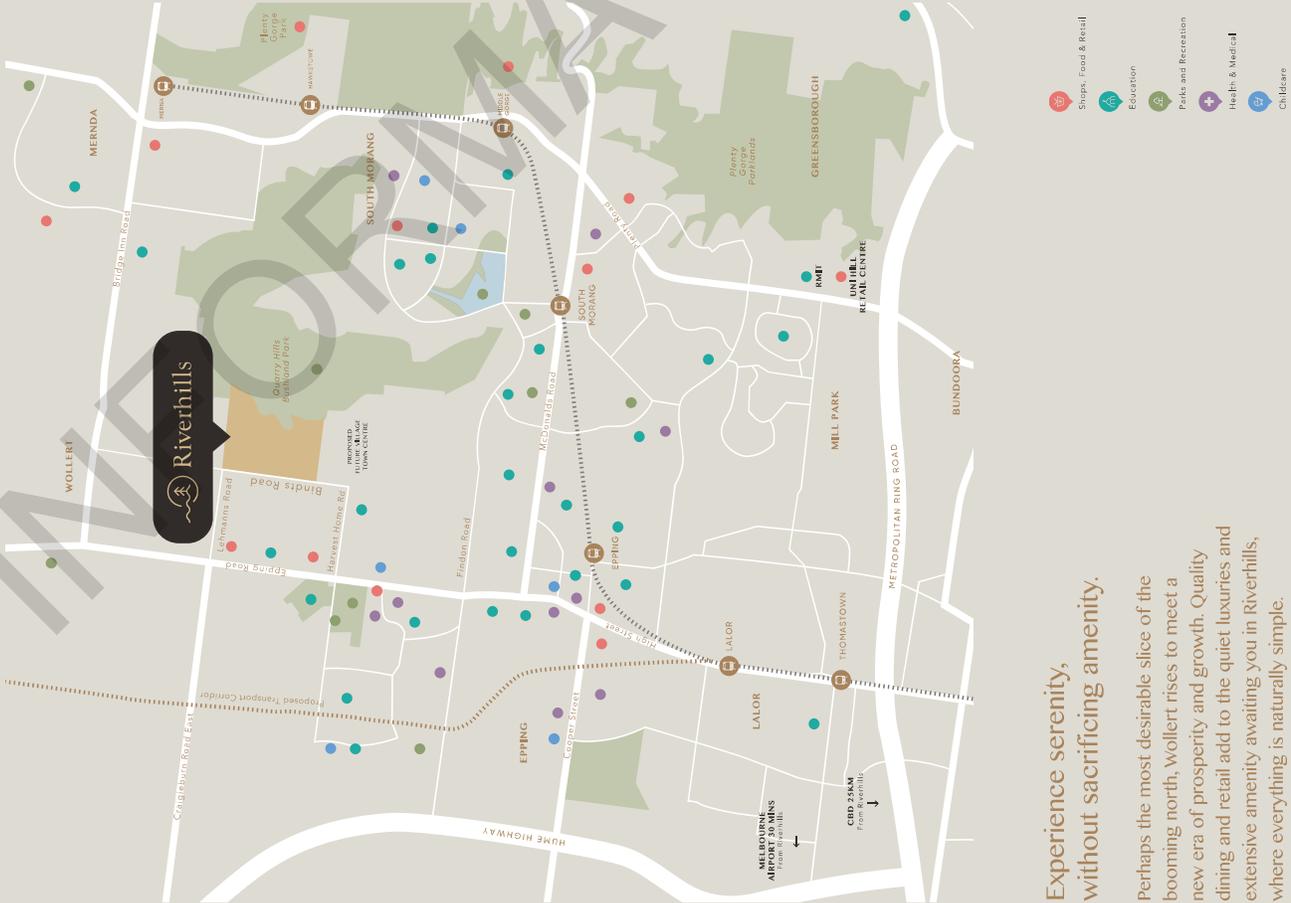
Explore the creek reserve and the quiet beauty of the trees. Savour the views. And let yourself soar.

Part of the City of Whittlesea, Wollert's natural beauty has seen it attract increasing interest from those who aspire to something truly different.

All within minutes of life's necessities, and just 25 kilometres from the CBD of Australia's most liveable city, Melbourne.







Experience serenity, without sacrificing amenity.

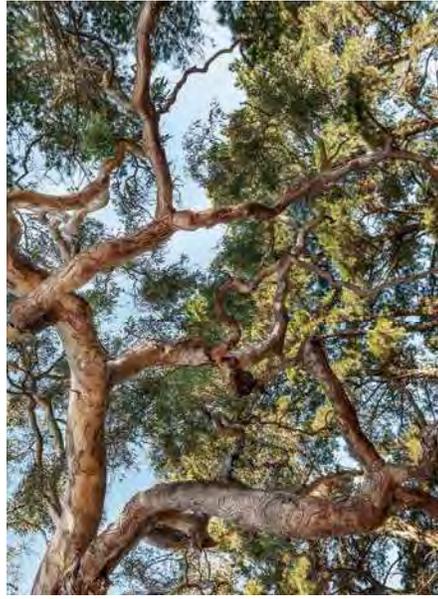
Perhaps the most desirable slice of the booming north, Wollert rises to meet a new era of prosperity and growth. Quality dining and retail add to the quiet luxuries and extensive amenity awaiting you in Riverhills, where everything is naturally simple.

1. Purpose of the guidelines

The Design Guidelines serves as reassurance for residents expecting a high quality of built form and encouraging consistency between neighbouring dwellings. The Design Guidelines may be amended from time to time at the developer's discretion to reflect changes in design and building trends and/or amendments to legislation affecting building approvals.

Please note that the Design Guidelines are to be read in conjunction with the Plan of Subdivision restrictions and Memorandum of Common Provisions. The Design Guidelines may be subject to endorsement by Council and may require amendment.

To achieve a high quality of design and construction at Riverhills, specific safeguards have been implemented by Dahua and APD Projects to protect the interests of residents



2. Design approval

The Design Review Panel (DRP) will assess each design and either provide a notice of approval or specify how the proposed design conflicts with the guidelines. Designs that substantially comply with the guidelines may be given a notice of approval with conditions requiring the rectification of minor deviations from the guidelines.

The DRP may make suggestions intended to improve the design. The DRP will use reasonable endeavours to assess designs in the shortest possible time and generally will provide a response within 10 business days of receipt of a fully completed proposed design.

Submissions must include:

- a siting plan of the proposed house on the lot with dimensions and setbacks from all boundaries and proposed outbuildings, fencing and driveway location
- the proposed house must be the only house to be constructed on the lot;
- floor plans that show the layout of the house indicating all rooms, windows, external doors, external fixtures and nominated floor levels; and
- full elevations indicating wall heights and all external finishes and colours including garage door type.

Once the DRP approves a design, you must then obtain the approval of the building plans from the local Council or relevant Building Surveyor and/or any other relevant authorities required by the authority approval process.

3. Solar access & energy efficiency

Correct orientation of homes is environmentally responsible, and can reduce ongoing energy costs and increase your enjoyment of your home. All homes must comply with Victoria's energy rating requirements as currently legislated (an Energy Rating Certificate will be required prior to obtaining a Building Permit).

Requirements:

- a. Where possible, maximise the northern aspect of living areas and private open spaces (courtyards, verandahs etc) and locate bedrooms and service spaces to the south.
- b. Light to medium roof colours are recommended so as to minimise heat absorption and associated energy costs (refer to section 9).
- c. All homes must incorporate environmentally sustainable design initiatives such as (but not limited to) double glazed windows or glass doors, water tanks (if required), eave overhangs, passive air-conditioning systems, sustainable building materials and solar panels. Any initiatives must be included in submission requirements (refer to Section 16).

Rebates may be available.

Check at: www.yourenergysavings.gov.au

NOTE:

Information and tips regarding energy efficiency are available on Sustainability Victoria's website:

sustainability.vic.gov.au

4. Setbacks

Building Envelopes have been created for certain lots. These are identified in the relevant Memorandum of Common Provisions. The Building Envelope will determine the boundary setbacks and siting requirements for the house to be built on your lot, except where a restriction on the Plan of Subdivision applies.

Front entry porches, porticos and verandas may encroach the nominated setback from the front of the lot by no more than one metre.

All setbacks must comply with the Building Envelope. Where a setback requirement is not specified by the Building Envelope, the requirements of ResCode must be complied with.

Only one house is permitted on each lot unless otherwise provided on the plan.



5. Dwelling design

Dwelling designs reflecting an appropriate contemporary, high quality response will result in establishing the desired neighbourhood character for Riverhills.

Requirements:

- Front elevations are designed to include windows and other features (such as verandahs, projections, varying roof form and materials) which sufficiently address the street frontage. Large areas of blank or non-articulated walls will not be permitted.
- Mock period style features will not be permitted.
- Double storey homes must incorporate articulation between ground and first floor.
- Sliding windows are not permitted to front elevations or to elevations facing a road or reserve.
- The main entry must be located on the front elevation, facing the primary frontage.
- Where the dwelling has direct open space or landscape reserve interface, porches, verandahs and pergolas to the front of the dwelling are strongly encouraged. These must be large enough to create a usable space that encourages outdoor living and interaction with the street. Lightweight materials are also preferred.
- Pitched roofs including 450mm eaves are encouraged.
- Hipped roofs must be pitched at 20° – 30°.
- Alternative roof forms such as skillion or flat roofs or gable features must demonstrate high architectural integrity when assessed in context of the proposed dwelling.



Image courtesy of Porter Davis



Image courtesy of Porter Davis



Image courtesy of Boutique Homes



Non-articulated front façades will not be approved

6. Garage design

The location and treatment of garages and garage doors must contribute positively to both the dwelling design and the streetscape design.

Requirements:

- All lots must provide vehicle accommodation in the form of an enclosed garage.
- Garages must not dominate the façade and must have a panel lift/sectional door to the street frontage. Windows to garages will not be permitted.
- Double garage doors width must not exceed 6 metres.
- Triple garages on lots containing frontages of 12.5m or more may be allowed subject to articulation requirements.
- Lots less than 10m wide must have a single garage.
- Garages must be set back behind the front wall of the dwelling by at least 840mm and at least 5.0m from the front boundary.
- Garages located on the side street elevation of a corner lot will be considered on an individual basis by the DRP. Proposals must comply with applicable setback and car parking requirements.
- Only one garage and crossover is permitted per lot.



Timber look sectional panel lift



Colorbond sectional panel lift

7. Corner lots

It is essential that homes on corner lots are designed to address their prominent position within the streetscape and contribute to the creation of an attractive, safe living environment.

Requirements:

- a. Side elevations facing a road or reserve must include sufficient detailing which matches and complements the design of the front elevation ('corner treatment'). This must wrap around to the secondary street facade for at least 2m or to the point where the side fence returns to the dwelling.
- b. Window/s must be included within the corner treatment.
- c. Refer to fencing section in this document for specific requirements regarding corner lot fencing.
- d. Locating bathrooms and laundries on ground floor corner elevations is discouraged.



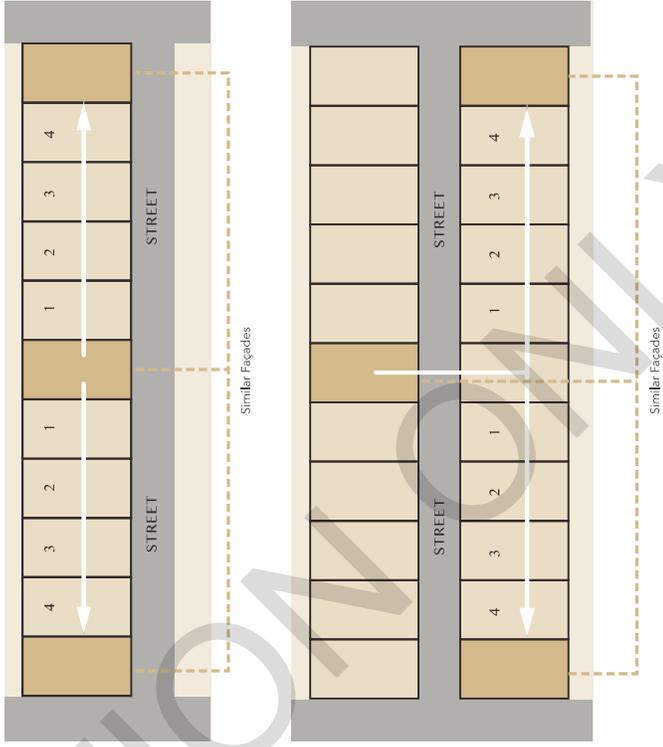
8. Facade variation

Variety in facade designs contributes to the visual appeal of a community and protects the investment of its residents.

Requirements:

Two dwellings of the same or overly similar front facade may not be built within view of each other, or in close proximity to each other, as determined by the DRP. (Applicable to allotments within four lots of each other. See below diagrams for examples of acceptable configurations).

NOTE:
This provision does not apply to townhouse or medium density developments.



9. Building colours & materials

An important element in maintaining a high quality of residential neighbourhood character is the considered use of external building materials, colours and other related finishes. This ensures durability and will maintain Riverhills's appeal for many years to come.

Requirements:

- A minimum of two materials must be used on nominated façades. No single material can comprise greater than 70% of the façade. This applies to all front elevations and elevations which face a street or reserve.
- Preferred materials are:
 - Face brickwork
 - Rendered lightweight cladding or masonry
 - Weatherboards/cement composite materials (such as scyon cladding) in contemporary clean line styles. If used, these materials cannot comprise more than 50% of an elevation
 - Timber cladding
 - Selective use of stone or tile cladding.
- The use of heritage colours or bright colours (such as Dulux G25 Olive or Dulux R54 Raspberry) is not permitted.

R54 Raspberry

G25 Olive
- External windows and doors must avoid reflective, frosted, coloured or patterned film on glass unless approved by the DRP.
- Security shutters, sunblinds, shade sails or canvas awnings are not permitted where visible from public areas.

NOTE:

Items such as the roof, garage door or windows cannot be included as a second material

Example of acceptable colour & material palettes:

Roof

Tiles or colorbond



Primary (60%-70%)

must generally comprise 60%-70% of a street elevation



Secondary (30%-40%)

must generally comprise 30%-40% of a street elevation



Highlight (10% if used)



10. Fencing

An important element in maintaining a high quality of residential neighbourhood character is the considered use of external building materials, colours and other related finishes. This ensures durability and will maintain Riverhills's appeal for many years to come.

Consistent style and positioning of fencing throughout a community forms a common link which enables the streetscape to interact as a whole and emphasises individual characteristics of each dwelling.

Requirements:

- a. Side and rear boundary fencing must be constructed from capped timber palings with exposed posts.



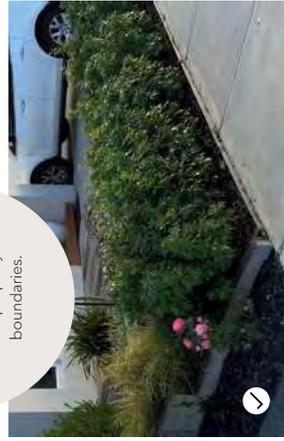
Capped timber palings with exposed post

- b. Side and rear boundary fencing must be 1.95m to 1.95m in height, constructed using 125mm x 75mm posts with 2.4m post spacing.
- c. Side boundary fencing must stop at least 0.5m behind the front façade. Fencing is not permitted along the side boundaries in the front yard.
- d. Side boundary fencing must return at 90° to abut the dwelling or garage at least 0.5m behind the front façade (return fence). These fences, including any gates, must be constructed from capped timber palings with exposed posts to match the boundary fencing, or from a complementary timber style such as merbau slats. Return fences / gates must be set back to allow access to meter boxes.
- e. Corner lots: Fencing along a side boundary which abuts a road must not extend for more than 65% of the total length of the lot.

- f. Corner lots: Fencing along a side boundary which abuts a road must be painted or stained. If painted: a neutral colour must be used. A second colour may be used on fence posts if preferred (must be a darker tone than the rest of the fencing).
- g. Fencing treatments on lots with direct open space or reserve interface on the side boundary must be the same as corner lots.
- h. Fencing along the front boundary is strongly discouraged, and requires Council consent.
- i. Fence must be completed prior to occupancy.

NOTE:

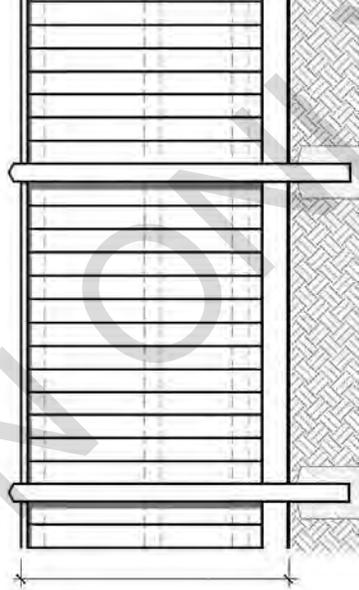
Hedges may be planted to define the property boundaries.



DRP approved corner fencing treatments:



Side & rear boundary fencing elevation:



100mm lapped palings

11. Driveways

Driveways must be constructed to blend with proposed dwelling facade colours in subdued and natural tones consistent with the DRP approved colour palette in this document.

Requirements:

- The driveway may match the width of the garage and must taper as it approaches the front boundary so that it generally matches the width of the crossover. Excessive concreting in the front yard will not be permitted.
- Permeable material is encouraged (except loose material such as gravel).
- Other permitted finishes for driveways are:
 - Exposed aggregate
 - Pavers
 - Stamped or stencilled surfacing
 - Coloured concrete consistent with streetscape pavement.
- Driveways must have a matte finish. (Shiny or reflective surfaces are not permitted.)
- Only one driveway is permitted per lot.
- Driveway must be completed within 30 days of receiving Certificate of Occupancy.

DRP approved driveway finishes:



Blue stone pavers



Exposed aggregate



Crazy stone pavers



TurfGrid or Eco Tiflex

DRP approved permeable driveway:



Pavers in gravel bed



Resin bound stone paving



Grass pavement



TurfGrid or Eco Tiflex

12. Front landscaping

These guidelines ensure all private gardens are well designed to create attractive visual spaces between lots and within each house. Plants that present well in all seasons are encouraged at Riverhills.

Requirements:

- Front garden landscaping must be completed to an acceptable standard within 120 days of receiving your Certificate of Occupancy.
- Letterboxes must match and complement the dwelling design. A robust structure of an appropriate height (such as a rendered pillar style) located close to the front boundary is encouraged. Letter boxes must clearly display the street number.
- All areas forward of the return fencing must be landscaped.
- No more than 40% of the landscaped area (including driveways) is to comprise of hard surfaces such as paving, except with the approval of the DRP. Permeable surface treatments such as pebbles, stepping pavers in a gravel bed, crushed rock or lawn are strongly encouraged.
- Plants must be within the 400mm landscaping strip between the driveway and closest side boundary.
- All garden bed planting must be contained within a mulched bed and densely planted to ensure good coverage of growth. A minimum of three plants per square metre is required.
- A minimum of two deep-rooted trees for each front garden is required.
- A front garden consisting of different hierarchy, texture and colours is strongly encouraged.
- Species selection must avoid vegetation referred to in 'Weeds of National Significance' www.environment.gov.au and 'Invasive Plant Classifications (Vrc)' www.agriculture.vic.gov.au.

DRP approved letterbox examples:



DRP approved front garden examples



13. Services & outbuildings

The appropriate integration of service items is an important factor to consider, not only in relation to function but also the potential impact on the streetscape and neighbouring properties.

Requirements:

- a. All ancillary items and services including, but not limited to, water tanks, air conditioners, clotheslines, bins, satellite dishes, antennas and service meters must be sited unobtrusively and away from public view. Details must be indicated on house plans as part of the application for DRP approval.
- b. All external plumbing including spa pumps/motors are to be concealed from public view. Downpipes and gutters are exempt from this requirement. Gutter and downpipe treatment must complement the dwelling colour scheme.
- c. Air-conditioning units are to be located below the roof ridge line and towards the rear of the property to minimise visual impact. Their colouring must blend with the adjoining wall or roof colour. Units must be low profile types and where appropriate, fitted with noise baffles.
- d. Roof fixtures are not permitted on the front elevation. Solar panels may be flat or integrated with the roof pitch of north facing roofs on front elevations.
- e. Internal window furnishings must be fitted within three months of occupancy. Sheets, blankets or similar materials will not be permitted.
- f. Security shutters, sunblinds, shade sails or canvas awnings are not permitted where visible from public areas.
- g. Sheds and outbuildings must be sized and located so as to minimise visibility and potential impact on neighbouring properties and the streetscape. The DRP will assess these structures on their merits. However, structures which are deemed to be of an excessive size will not be approved.
- h. The size and design of ancillary structures, such as pergolas and verandahs, must be unobtrusive and consistent with/complementary to the dwelling design.
- i. No signs, including 'For Sale' signs may be erected other than a 'Home for Sale' sign which may be put up after completion of construction of a dwelling.
- j. Rainwater tanks are not mandatory unless required by legislation.
- k. Each dwelling must incorporate dual plumbing for the use of recycled water in toilet flushing and garden watering.



14. Submission requirements

Please complete the following submit to the Design Review Panel with your submission documents for approval.

Allotment details

Lot Number: _____

Street: _____

Owner Details

Name: _____

Mailing Address: _____

Contact

Phone Number: _____

Email: _____

Builder details

Company: _____

Contact person: _____

Mailing address: _____

Phone number: _____

Email: _____

Correspondence

To be sent to Owner or Builder (please circle)

Attachment checklist: (please tick)

- Site plan
- Floor plan/s
- Elevations
- External colours & materials

NOTE:

- Plans & elevations must also be submitted for any proposed verandahs, carports, sheds or similar.
- If submitted via post, plans must be provided in A3 format.
- All documents submitted via email must be in pdf format.
- It is the purchaser's responsibility to ensure that proposals comply with applicable building regulations and any applicable planning and/or authority requirements along with current Victorian energy rating standards prior to construction.
- Approval from the DRP is not an endorsement that proposals comply with the above-mentioned requirements.

For enquiries, please contact the DRP on 0413 137 465

SUBMIT APPLICATIONS TO::

DRP@myriverhills.com.au
If documents cannot be submitted via email in pdf format, please mail to:

Urbech Pty Ltd
PO Box 394
Donvale VIC 3111



INFORMATION ONLY



Proudly
developed by



DAHUA GROUP

Proudly
marketed by

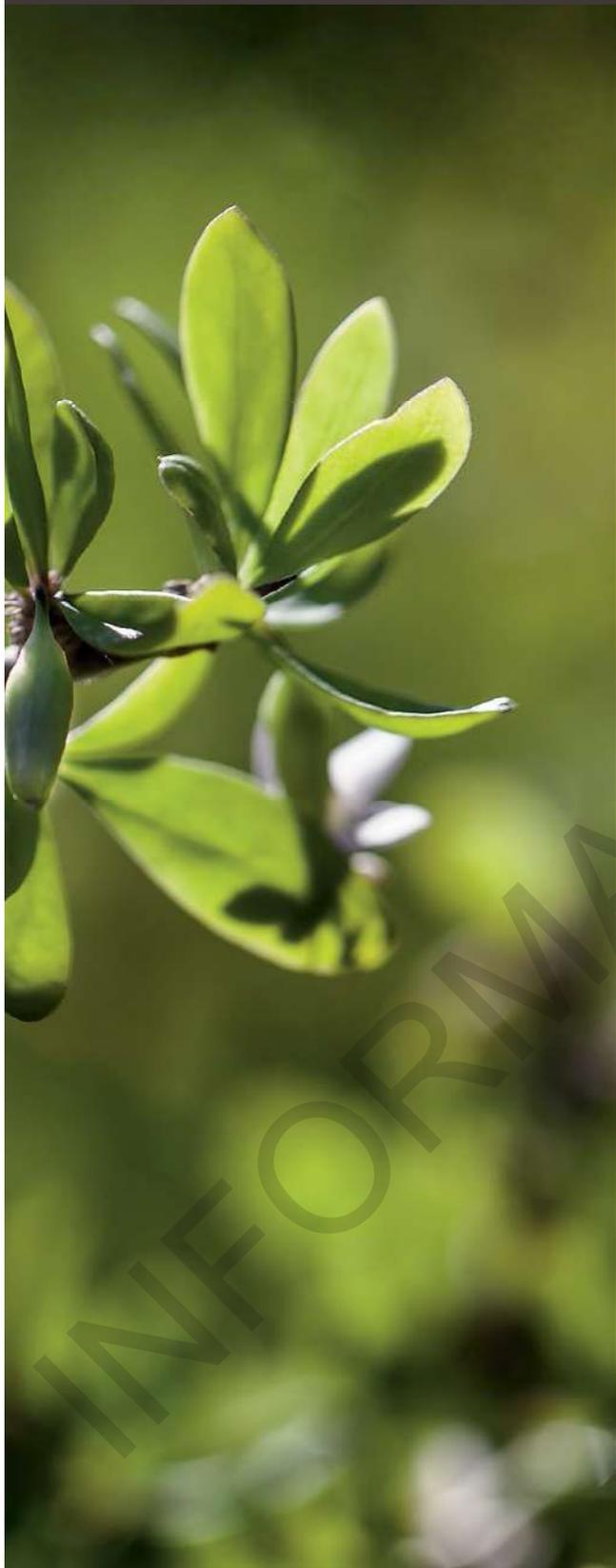


This brochure includes sketches, drawings and Artist Impressions which are indicative only and subject to change as the plans and designs for the project are developed and refined. Locations, distances, dimensions and layouts are estimates only and also subject to change. While the publishers have taken care to ensure the details in this brochure give a realistic impression of the development as currently envisaged, the publisher and developer of Riverhills Wollert make no representation or warranty as to the accuracy of the material in this brochure and interested parties must not rely on this material and are advised to make their own enquiries.

ANNEXURE 2

Garden Brochure

INFORMATION ONLY



Garden Design Guidelines

Version 1 - May 2018

Subject to council approval

myriverhills.com.au



Riverhills

Building and landscaping Riverhills

At Dahua, we live to create thriving communities.

Since our founding in 1988, our dedication to delivering community focused mixed-use residential projects has been embraced both here and overseas, with developments in Melbourne and Sydney adding to our portfolio of estates across ten cities in China.

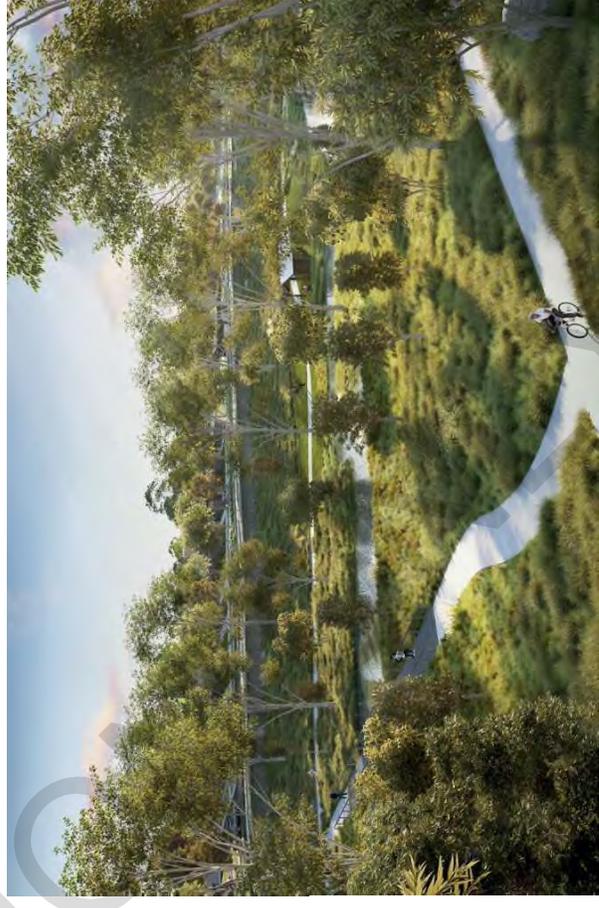
Through our commitment to providing enduring neighbourhoods in partnership with the most reputable local experts, our deeply considered urban and architectural designs enable us to create beautiful places where people can experience life in all its richness, today and into the future. Visit dahuaaustralia.com.au for more.



Fleming's has been creating landscapes for 100 years.

Riverhills will be an oasis built around the banks of Darebin Creek and a leafy streetscape where residents will be enriched by their environment. Fleming's landscape vision is informed by the soft environment, ensuring Riverhills will grow and develop into a place of verdant beauty.

Every consideration will be made to the purpose and value of the hardscape elements throughout the community, with park and play equipment designed for high use and longevity.



The Gardens

Choose from our range of carefully designed garden packages and bring the beauty of nature to your dream home.

Urban Class

A delightful cottage garden designed to complement any housing design, Urban Class is elegant and classic.

Old world plants such as lavender and salvia will engage the senses and welcome the birds, while small growing ornamental trees will keep the mood light and refreshing.



Effortless Grace

A perfectly balanced garden design with feature potted plants and a collection of small flowering shrubs maintains the vibe of simple 'Elegance'.

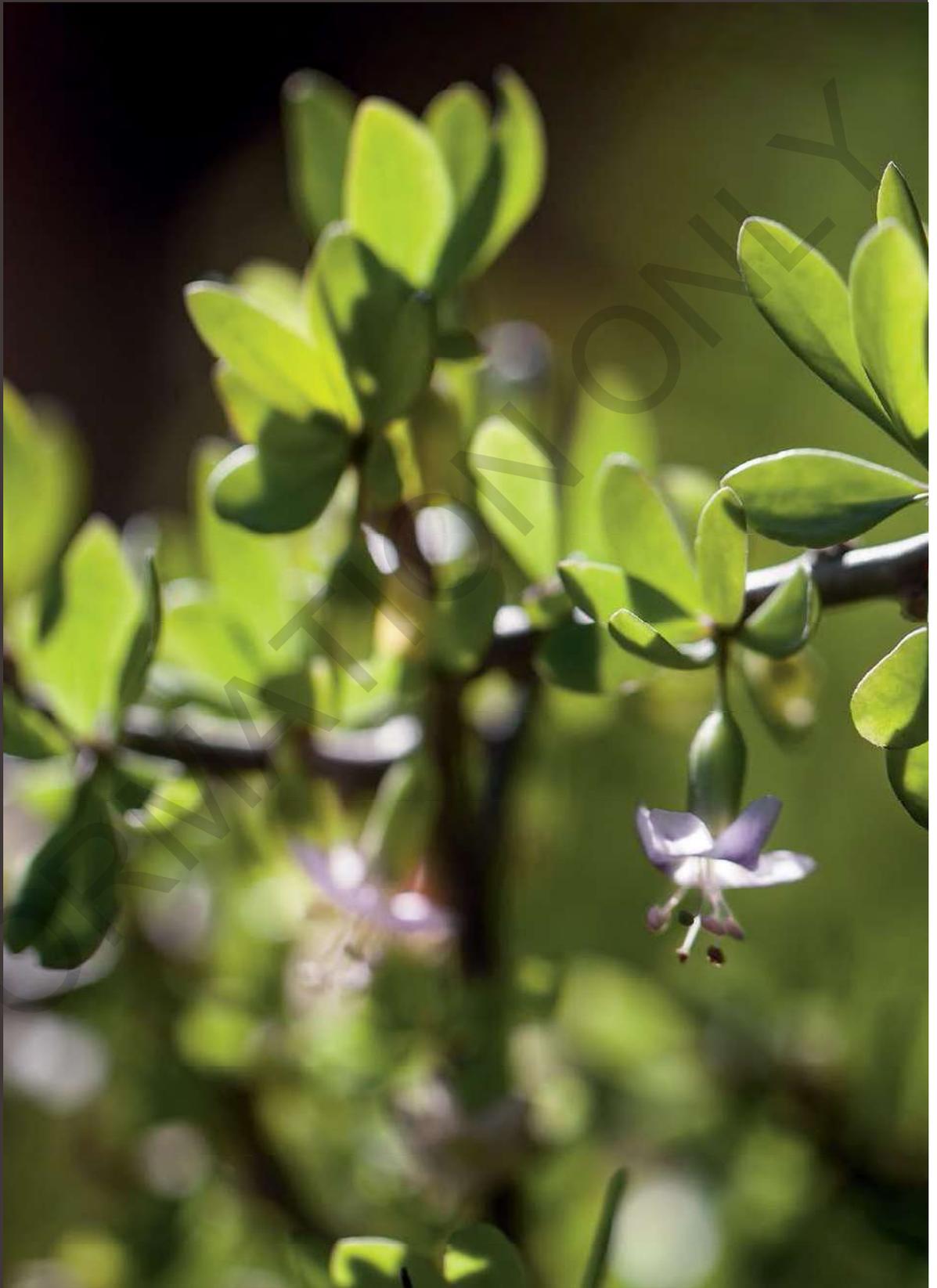
Matching ornamental trees will offset open lawn spaces with seasonal interest while evergreen shrubs will keep the garden full in winter.

Australian Style

If you like a modern garden design that features loads of Australian native species – the Australian Style garden is the perfect fit for you.

This contemporary design uses grasses to highlight a feature Australian native tree while mass plantings of Kangaroo Paw will be striking and easy to maintain.





Proudly
developed by



Proudly
marketed by



This brochure includes sketches, drawings and artist's impressions which are indicative only and subject to change as the plans and designs for the project are developed and refined. Locations, distances, dimensions and layouts are estimates only and also subject to change. While the publishers have taken care to ensure the details in this brochure give a realistic impression of the development as currently envisaged, the publisher and developer of Riverhills Wollert make no representation or warranty as to the accuracy of the material in this brochure and interested parties must not rely on this material and are advised to make their own enquiries.

Dahua Group Melbourne Number 8 Pty Ltd
Level 50, 360 Elizabeth Street
MELBOURNE VIC 3000

Dear Sirs

Lot 'Riverhills', Bindts Road, Wollert

I/We hereby acknowledge receipt of the Garden Brochure referred to in special condition 29 of the contract of sale and confirm that I/We have chosen Lot Design .

Yours faithfully

Purchaser signature

Print name of the purchaser

Purchaser signature

Print name of the purchaser

ANNEXURE 3
Small Lot Housing Code

INFORMATION ONLY

SMALL LOT HOUSING CODE

NOVEMBER 2019



Contents

Introduction	2
Exception concerning approved building envelopes	3
Definitions	3
Part 1 Single Class 1a Buildings and Associated Class 10a Buildings	5
1.0 Maximum street setback	5
2.0 Minimum street setbacks and articulation	5
3.0 Building height	6
4.0 Site coverage	6
5.0 Permeability	7
6.0 Car parking	7
7.0 Side and rear setbacks	8
8.0 Walls on boundaries	9
9.0 Daylight to existing habitable room windows	9
10.0 Solar access to existing north-facing windows	9
11.0 Overshadowing of secluded private open space	9
12.0 Overlooking	9
13.0 Daylight to habitable room windows	10
14.0 Private open space	10
Part 2 Class 10b Buildings	11
15.0 Front fence height	11
16.0 Fences setback more than 150mm from side and rear boundaries	11
17.0 Fences on or within 150mm of side or rear boundaries	11
18.0 Fences forward of front walls	11
19.0 Fences on street alignments	11
20.0 Fences and daylight to windows in existing building	11
21.0 Fences and solar access to existing north-facing habitable room windows	11
22.0 Fences and overshadowing of secluded private open space	11

Introduction

Where the Code Applies

The Code is available for use in most residential and mixed-use Precinct Structure Plans in the Urban Growth Zone in Melbourne’s greenfield growth areas and may be applied in other special purpose zones, where the lot is identified to be assessed against the Small Lot Housing Code via a restriction on title.

Exemption from Planning Permit Approval

A permit is not required to construct or extend one dwelling on a lot with an area less than 300 square metres where a site is identified as a lot to be assessed against the Small Lot Housing Code and it complies with the Small Lot Housing Code.

The Code is not mandatory, as a developer or house builder can opt to use the existing planning permit process, however if the standards in this code are met it eliminates the need for planning permits for houses on lots less than 300 square metres in area. The standards are prescriptive - a standard is either met or not met. The standards establish an envelope that deals with all the siting matters covered in Part 5 of the *Building Regulations 2018*. There are no options, discretions or variations involved in this code however the current planning permit process can be used for houses that do not meet the standards.

Previous versions of the Code

The Code was introduced into the planning scheme in 2011 and has since been amended. For earlier versions of the Code visit <https://vpa.vic.gov.au/strategy-guidelines/small-lot-housing-code/>

Exception concerning approved building envelopes

Standards establish a building envelope for a single Class 1a building and associated Class 10 buildings on an allotment.

If an adjoining allotment is not subject to this code or is not shown on the same certified plan of subdivision, regulations 79, 80, 81, 82, 83, 84, 90, 91, 94, 95, 96 of the *Building Regulations 2018* apply to the extent that they relate to the adjoining allotment.

Definitions

In this code –

“allotment” means land that can be disposed of separately under section 8A of the *Sale of Land Act 1962* without being subdivided;

“bedroom” includes any habitable room with a floor area greater than 6 square metres, that is enclosed on all sides and contains a window;

“carport” is an open style car parking structure which –

- has 2 or more of its side open, and
- is open for at least 1/3 of its perimeter; a side of a carport may be taken as open if the roof covering is not less than 500mm from another building on the allotment or the adjoining allotment boundary;

“Class 1a” is a single dwelling being –

- a detached house; or
- one in a group of two or more attached dwellings, each being a building, separated by a fire resisting wall, including a row house, terrace house, town house, villa unit, or the like;

“Class 10a” is a non-habitable building including private garages, carports, sheds, or the like;

“Class 10b” is a structure being a fence, mast, antenna, retaining or free-standing wall, swimming pool, or the like;

“clear to the sky” means an unroofed area or an area roofed with a material that transmits at least 90 per cent of light;

“declared road” means a freeway or an arterial road, both within the meaning of the *Road Management Act 2004*;

“existing building” & **“existing wall”** in relation to an adjoining allotment means any part of a building or wall –

- for which there is an ‘occupancy permit’, that has been given to the relevant council; or
- for which there is a ‘certificate of final inspection’, that has been given to the relevant council;

“fence” includes a screen or structure similar to a fence;

“front street alignment” means the street which the front of the dwelling faces;

“front wall” means the wall most forward of the building towards the front street alignment;

“habitable room” means a room used for normal domestic activities, and –

- includes a bedroom, living room, lounge room, music room, television room, kitchen, dining room, sewing room, study, playroom, family room, home theatre and sunroom; but
- excludes a bathroom, laundry, toilet, pantry, walk-in wardrobe, corridor, hallway, lobby, photographic darkroom, clothes-drying room, and other spaces of a specialised nature occupied neither frequently nor for extended periods;

“height” in relation to –

- a. a building (other than a wall or fence) at any point, means the vertical distance between natural ground level and the top of the roof covering; and
- b. a wall at any point, means the vertical distance between the natural ground level at the base of the wall and the point at which the outer wall intersects the plane of the top of the roof covering, or the top of a parapet, whichever is higher; and
- c. a fence means the vertical distance between natural ground level at the base of the fence and the top of the fence at any point along the fence.

Chimneys, flues, service pipes and solar panels are not included when measuring heights;

“natural ground level” means the level of the ground at the time the lot is created. Natural ground level is taken as being a line across the allotment that connects any two points, either within the allotment or on adjoining allotments;

“pergola” means an open structure that is unroofed but may have a covering of open weave permeable material;

“private open space” means –

- a. an unroofed area of land; or
- b. a deck, terrace, patio, balcony, pergola, verandah, gazebo, swimming pool or spa;

“raised open space” means a landing with an area of more than 2 square metres, a balcony, a terrace, a deck or a patio that has a floor level more than 800mm above natural ground level.

“rear-loaded” means a dwelling which has vehicle access via a rear laneway and no vehicle access at a street frontage;

“required habitable room window” is a window required in accordance with *National Building Code of Australia Volume Two* that provides the minimum amount of light or ventilation to a habitable room;

“secluded private open space” means any part of private open space on an allotment –

- a. which is –
 - i. at the side or rear of an existing dwelling on the allotment; or
 - ii. is a balcony area; or
 - iii. is a rooftop area; and
- b. which is primarily intended for outdoor recreation activities.

“setback” from a boundary or building means a horizontal distance measured from that boundary or building;

“side street alignment” means, for an allotment with more than one street frontage, any other street (not lane) that is not the front street;

“simultaneously approved” means buildings that have obtained their building permits on the same day, or an application for building permits have been applied for at the same time;

“site coverage” in relation to an allotment means that part of the allotment which is covered by buildings, expressed as a percentage of the area of the allotment;

“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” includes a road, highway, carriageway, lane, footway, square, court, alley and right of way (unless specified otherwise);

“street alignment” means the line between a street and an allotment;

“wall on boundary” means –

- a. buildings on or within 200mm of a side or rear boundary of an allotment; and
- b. carports constructed on or within 1.0 metre of a side or rear boundary of an allotment and which is open on the side facing the boundary or boundaries.

Single Class 1a Buildings and Associated Class 10a Buildings

Part 1

1.0 Maximum street setback

- 1.1 The front wall of a new Class 1a Building must be set back no more than 1.5 metres than the street setback specified in Table 1.

2.0 Minimum street setbacks and articulation

In this standard, street does not include lane, footway, alley or right of way.

- 2.1 Walls of a building must be setback from front and side street alignments the distances specified in Table 1.

Table 1 Street setbacks

Designation of the allotment in the subdivision permit	Minimum setback from front street alignment	Minimum setback from side street alignment, where the lot is on a corner
Type A	4.0 metres for a building facing a declared road 1.5 metres for a building facing a street where there is a recreation reserve on the other side of the street and opposite the allotment 3.0 metres in any other case	1.5 metres
Type B	4.0 metres for a building facing a declared road 1.5 metres in any other case	1 metre

A front street setback may be to a reserve if the dwelling is rear-loaded.

- 2.2 Walls of a building must be articulated in accordance with Table 2.

Table 2 Articulation at front and side street

Minimum articulation at front Street Alignment	Minimum articulation at side Street Alignment
No less than 25 per cent of the area of the front façade of a building must be setback at least an additional 300mm	If a wall is more than 10.0 metres in length, 10 per cent of the area of the wall must be setback at least an additional 300mm

For the purposes of this standard, the area of the front façade means the area of the walls of the building facing the front street and measured from a two-dimensional elevation and excludes any roof area and the area of garage and carports doors / opening.

- 2.3 The entrance (to a door or opening) of any garage or carport, that is accessed from the front street alignment (not a lane), must be setback:
 - a. no less than 5.0 metres from the front street alignment; or
 - b. no less than 2.0 metres from the side street alignment.

- 2.4 The following may encroach into the setback distance required by standard 2.1 by no more than 1.5 metres –
 - a. eaves, fascia and gutters; and
 - b. decks, steps or landings less than 800mm in height;
 provided these encroachments do not project over a street alignment.

- 2.5 At least one of the following design features must be provided to the front of the building and may encroach into the setbacks required by standard 2.1 –
 - a. a porch, verandah or pergola that –
 - i. is open on at least 2 sides;
 - ii. has a width that does not exceed 80 per cent of the frontage of the allotment or 4m, whichever is the greater; and
 - iii. projects at least 800mm and no more than 1.5 metres forward of the front wall (inclusive of the eave);
 or
 - b. a balcony on the second storey or above, that –
 - iv. for any part of the balcony that is forward of the front wall, has a width that does not exceed 80 per cent of the frontage of the allotment or 4.0 metres, whichever is the greater; and
 - v. projects at least 300mm and no more than 1.0 metre forward of the front wall, if the balcony is roofed; or
 - vi. projects at least 800mm and no more than 1.5 metres forward of the front wall, if the balcony is not roofed;
 or
 - c. fin/s or sunhood/s having a minimum combined dimension of 3.1 metres which must project at least 300mm and not more than 1.0 metre forward of the front wall to which it is attached.

3.0 Building height

- 3.1 The height and/or storeys of a building must not exceed those specified in the zone, inclusive of any schedule. If no height specified:
 - a. the building height must not exceed 11 metres; and
 - b. the building must contain no more than 3 storeys at any point.

The reference to zone in this standard includes an applied zone.

4.0 Site coverage

- 4.1 The site area covered by buildings must not exceed the area specified in Table 3.

Table 3 Site coverage

Designation of the allotment in the subdivision permit	Site coverage
Type A	90 per cent The percentage may be calculated as the average of allotments that have simultaneously approved/loved attached dwellings
Type B	100 per cent

When calculating site coverage under standard 4.1, eaves, fascia and gutters not exceeding 600mm in total width, unroofed swimming pools, unroofed terraces, unroofed patios, unroofed decks and pergolas may be disregarded.

5.0 Permeability

- 5.1 The site area covered by permeable surfaces must be at least the area specified in Table 4.

Table 4 Permeability

Designation of the allotment in the subdivision permit	Permeable surfaces
Type A	10 per cent The percentage may be calculated as the average of allotments that have simultaneously approved/lodged attached dwellings
Type B	No minimum permeable surface specified

6.0 Car parking

- 6.1 Provision must be made for the number of car parking space(s) specified in Table 5.

Table 5 Car parking

Designation of the allotment in the subdivision permit	Minimum number of car parking spaces
Type A	1 car parking space if the building has two or less bedrooms 2 car parking spaces if the building has 3 or more bedrooms
Type B	1 car parking space

- 6.2 The car parking space(s) required under standard 6.1 must be accessible from a public street or lane or right of way, however, if the allotment has a frontage width of less than 6.0m access to the car parking space(s) must only be from the rear of the allotment.
- 6.3 If 1 car parking space is required under standard 6.1 it must be at least 6.0 metres long and 3.5 metres wide.
- 6.4 If 2 car parking spaces are required under standard 6.1 –
- one space must be at least 6.0 metres long and 3.5 metres wide; and
 - the second space must be at least 4.9 metres long and 2.6 metres wide.
- 6.5 The minimum ceiling height to a garage, carport or car parking space is 2.1 metres.
- 6.6 Despite standard 6.4, if the 2 required car parking spaces adjoin each other in a garage or carport or in a space constrained by walls, the double space may be 5.5 metres in width.
- 6.7 If the car parking space(s) required under standard 6.1 is in a garage or carport and the door(s) or opening(s) to the garage or carport faces the front street –
- the width of the door(s) or opening(s) must not exceed 50 per cent of the width of the frontage of the allotment; or
 - the area of the door(s) or opening(s) must not exceed 30 per cent of the area of the front façade of the building.

For the purposes of this standard, the area of the front façade of the building means the area of the walls of the building facing the front street, measured from a two-dimensional elevation and excluding any roof area.

7.0 Side and rear setbacks

Standard 7 does not apply to a wall of a building or a carport that complies with standard 8.

7.1 A building must be set back from a side or rear boundary not less than the distance specified in Table 6.

Table 6 Side and rear setbacks

Building height at any point	Minimum setback from side or rear boundary	Minimum setback from a lane
3.6 metres or less	1.0 metre	0 metres
More than 3.6 metres but not more than 6.9 metres	1.0 metre plus 0.3 metres for every metre of height over 3.6 metres	0 metres
More than 6.9 metres	2.0 metres plus 1.0 metre for every metre of height over 6.9 metres	2.0 metres plus 1.0 metre for every metre of height over 6.9 metres

7.2 The following may encroach into the setback distance required by Table 7 by not more than 500mm (this standard does not apply to setback from lane) –

- a. porches and verandahs;
- b. masonry chimneys;
- c. sunblinds and sunhoods;
- d. flues and pipes;
- e. domestic fuel tanks and water tanks; and
- f. heating and cooling equipment and other services.

7.3 Eaves, fascias and gutters may encroach into the setback distance required by Table 6 by not more than 600mm (this standard does not apply to setback from lane).

7.4 The following may encroach into the setback distance required by Table 6 (this standard does not apply to setback from lane) –

- a. landings with an area of not more than 2 square metres and less than 1.0 metre high;
- b. unroofed stairways and ramps;
- c. pergolas;
- d. shade sails; and
- e. decks less than 800mm above natural ground level.

8.0 Walls on boundaries

The maximum height of a wall on or within 0.2 metres of a side or rear boundary, or a carport on or within 1.0m of a side or rear boundary (not a lane), must not exceed 3.6 metres unless:

- a. it abuts an existing building on the adjoining allotments or will abut a simultaneously approved building on the boundary; and
- b. the height difference between the existing adjoining building or the simultaneously approved building or carport does not exceed 3.6 metres.
- c. notwithstanding standard 8.1(a) the length difference between the existing or simultaneously approved building must not exceed a total of 2.0 metres, and the additional length must not cast additional shadow on a light court in accordance with Standard 11.

8.1 There is no maximum wall on boundary length, provided the other Standards are satisfied.

9.0 Daylight to existing habitable room windows

9.1 The application is exempt from the requirements of the *Building Regulations 2018*.

10.0 Solar access to existing north-facing windows

10.1 The application is exempt from the requirements of the *Building Regulations 2018*.

11.0 Overshadowing of secluded private open space

11.1 A building must not reduce the sunlight to any secluded private open space of an existing building on an adjoining allotment to less than 6 square metres, with a minimum dimension of 2.0 metres.

For the purposes of calculating the area of direct sunlight at this standard, the length of shadow cast is calculated by multiplying the height of building and/or fence by 0.9 when the sun is true north.

12.0 Overlooking

12.1 A window in a habitable room, where the floor level of the room is more than 2.5m above natural ground level and the window faces (at an angle less than 45°) secluded private open space or habitable room windows of an existing dwelling within a horizontal distance of 4.5 metres, the window must either –

- a. have a sill height at least 1.7 metres above floor level; or
- b. have fixed obscure glazing in any part of the window below 1.7 metres above floor level.

In this standard, a window facing a habitable room window means a window within 1.5 m from the edge of the other habitable room window.

12.2 A raised open space that faces secluded private open space or habitable room windows of an existing dwelling within a horizontal distance of 4.5 metres, must be screened to a height of at least 1.7m above the floor level and be no more than 25 per cent transparent.

13.0 Daylight to habitable room windows

- 13.1 Each required habitable room window of a building on an allotment must face –
- an outdoor space or light court with a minimum area of 3 square metres and a minimum dimension of 1.0 metre clear to the sky, not including land on an adjoining allotment; or
 - a verandah provided it is open for at least one third of its perimeter; or
 - a carport provided it has two or more open sides and is open for at least one third of its perimeter

For the purposes of this standard, a side of a carport or verandah will be open if the roof covering of the carport or verandah is not less than 500mm from another building on the allotment or the adjoining allotment boundary.

14.0 Private open space

- 14.1 If a dwelling on an allotment has three or more bedrooms it must have –
- at least 24 square metres of private open space at the side or rear of the building with a minimum dimension of 3.0 metres; or
 - at least 24 square metres provided in 2 or more parcels, provided that –
 - each parcel is at least 12 square metres; and
 - at least 1 parcel has a minimum dimension of 3.0 metres; or
 - a balcony or roof-top area of at least 12 square metres of private open space with a minimum dimension of 3.0 metres.
- 14.2 If a dwelling on an allotment has two or less bedrooms it must –
- have at least 12 square metres of private open space at the side or rear of the building with a minimum dimension of 3.0 metres; or
 - a balcony or rooftop area that is at least:
 - 10 per cent of the total floor area of the building excluding garages and carports; or
 - 6 square metres with a minimum dimension of 2 metres, whichever is the greater.
- 14.3 If the private open space is provided at the side or rear of the dwelling or as a roof top area, an area of at least 6 square metres, with a minimum dimension of 2.0 metres, must have access to direct sunlight.

For the purposes of calculating the area of direct sunlight at this standard, the length of shadow cast is calculated by multiplying the height of building and/or fence by 0.9 when the sun is true north.

Class 10b Buildings

Part 2

15.0 Front fence height

15.1 A front fence on or within 3m of the street alignment must not exceed the maximum height specified in specified in Table 7.

Table 7 Front fence height

Street type	Maximum fence height
A declared road	2.0 metres
Any other street	1.2 metres

15.2 A front fence, other than a front fence to a declared road, must be at least 15 per cent transparent above 700mm height.

16.0 Fences setback more than 150mm from side and rear boundaries

16.1 A fence that is setback more than 150mm from a side or rear boundary must not exceed 2.5 metres in height and the part of the fence between 2.0 metres and 2.5 metres in height must be at least 25 per cent transparent.

17.0 Fences on or within 150mm of side or rear boundaries

17.1 A fence that is on or within 150mm of a side or rear boundary must not exceed 2.5 metres in height and the part of the fence between 2.0 metres and 2.5 metres in height must be at least 25 per cent transparent.

18.0 Fences forward of front walls

18.1 Any part of a fence that is constructed forward of the front wall of a dwelling must comply with the height and transparency requirements of standards 15.1 and 15.2.

19.0 Fences on street alignments

In this standard street does not include lane, footway, alley or right of way.

19.1 Despite standards 15.1 and 15.2, a fence within 3.0 metres of a point of intersection of street alignments must not exceed a height of 1.0 metre above footpath level.

19.2 A fence within 1.0 metre of a side street alignment –

- must not exceed 2.0 metres in height; and
- may be solid for no more than 65 per cent of its length, the remaining length of the fence must be at least 15 per cent transparent.

19.3 A fence on a rear street alignment must not exceed 2.0 metres in height above natural ground level.

19.4 A fence adjacent to and within 1.0 metre of a street alignment or public open space must not contain barbed wire or other sharp protrusions.

20.0 Fences and daylight to windows in existing building

20.1 The application is exempt from the requirements of the *Building Regulations 2018*.

21.0 Fences and solar access to existing north-facing habitable room windows

21.1 The application is exempt from the requirements of the *Building Regulations 2018*.

22.0 Fences and overshadowing of secluded private open space

22.1 The application is exempt from the requirements of the *Building Regulations 2018*.



Victorian Planning Authority

Level 25, 35 Collins Street
Melbourne Victoria 3000

Telephone: 03 9651 9600

Facsimile: 03 9651 9623

www.vpa.vic.gov.au

ANNEXURE 4

Guarantee and indemnity

1 Guarantee

The guarantors:

- (a) unconditionally and irrevocably guarantee the punctual payment to the vendor of all moneys payable by the purchaser to the vendor under this contract;
- (b) must, on demand, immediately pay to the vendor any amount payable by the purchaser to the vendor under this contract which is not paid by the purchaser on its due date; and
- (c) must, on demand by the vendor, promptly perform all of the obligations of the purchaser under this contract which the purchaser has not performed, whether or not the vendor has demanded performance by the purchaser.

2 Indemnity

The guarantors unconditionally and irrevocably indemnify the vendor for any claim against the vendor or any liability incurred by the vendor, directly or indirectly, if for any reason:

- (a) the purchaser does not promptly perform all of the obligations of the purchaser under this contract;
- (b) the purchaser exceeds its power in entering into this contract; or
- (c) the purchaser is subject to an insolvency event.

3 Guarantors to remain liable

The guarantors remain separately liable under this guarantee and indemnity if:

- (a) the purchaser:
 - (i) enters into any composition or scheme or deed of arrangement with creditors; or
 - (ii) enters into administration or liquidation or is de-registered, dissolved or wound-up;
- (b) the vendor cannot for any reason enforce this contract or any part of it against the purchaser;
- (c) the vendor for any reason has not exercised or does not exercise all or any one or more of the vendor's rights or powers;
- (d) the vendor grants any time or other indulgence or concession to the purchaser;
- (e) the vendor compounds, compromises, releases, abandons, waives, varies, relinquishes or renews any of the vendor's rights against the purchaser, or waives or varies or amends any provision of this contract, despite the liability of the guarantor being increased;
- (f) any part of the purchaser's liability to the vendor is satisfied by a payment that, whether because it is a preference or for any other reason, the vendor must pay back or otherwise lose the benefit of, to the extent of the repayment or benefit so lost; or
- (g) any other guarantor is no longer bound by the guarantee and indemnity in clauses 1 and 2.

4 No claims

Until the vendor has received all moneys payable by the purchaser to the vendor under this contract:

- (a) the guarantors are not entitled to prove in the liquidation or estate, as the case may be, of the purchaser in competition with the vendor; and
- (b) the guarantors are not entitled to claim the benefit of any security that the vendor may hold.

5 Acknowledgment

The guarantors each separately acknowledge and agree that:

- (a) it is a condition of the vendor entering into this contract that each guarantor gives the guarantee and indemnity in clauses 1 and 2;
- (b) he or she has received valuable consideration for giving the guarantee and indemnity in clauses 1 and 2;
- (c) he or she has not been induced to enter into this guarantee and indemnity because of any representation by or on behalf of the purchaser or the vendor; and

-
- (d) he or she has received legal advice or has had the opportunity to obtain legal advice in relation to the guarantee and indemnity in clauses 1 and 2.

INFORMATION ONLY

DATED:

Guarantors:

..... of
..... of

SIGNED by
in the presence of :

.....
Signature of witness

.....
Name of witness *(please print)*

SIGNED by
in the presence of :

.....
Signature of witness

.....
Name of witness *(please print)*

EXECUTED by

ACN in accordance with
section 127 of the *Corporations Act 2001* (Cth) by being
signed by the following officers:

.....
Signature of director

.....
Signature of director / company secretary

.....
Name of director *(please print)*

.....
Name of director / company secretary *(please print)*

OR

.....
Signature of sole director and sole company secretary

.....
Name of sole director and sole company secretary
(please print)

ANNEXURE 5

NBN Fibre to the Premises Guide

INFORMATION ONLY

Key information for developers and builders



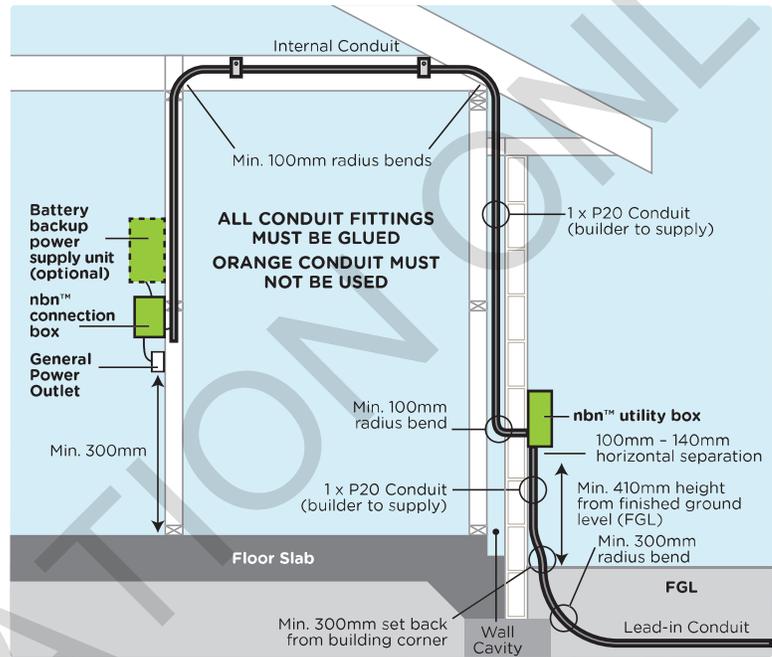
Australia's broadband network



Fibre to the Premises (FTTP)

Supply internal and external conduit paths:

- Use rigid white nominal P20 telecommunications conduits (23mm Internal Diameter) in the trench (connecting to the service drop conduit) and within the house. Glue all joints using solvent cement
- Ensure the conduits run as straight as possible
- Install drawstrings in both conduits
- Fix all conduits securely using conduit saddles or similar
- Provide a power point (GPO) within 1500mm of the nbn™ connection box location
- Each bend radius of the street conduit must be no less than 300mm
- Each bend radius of the internal conduit must be no less than 100mm
- Use no more than 3 x 90° (max) bends between draw points



Refer to the diagram above for the Internal P23 and Lead-in Conduit configurations

Minimum nbn™ utility box separations:

Minimum 250mm from services including:

- Electricity, gas* or water meter enclosures
- Water taps or downpipes

Minimum 1.5m side clearance from gas cylinders*

*Check with your local Authorities for their separations

nbn to supply:

- The P20 service drop conduit from pit to 1 meter inside the property
- The service drop cable to the nbn™ utility box location
- The nbn™ utility box
- The internal fibre optic cable from the nbn™ utility box to the nbn™ connection box
- The nbn™ connection box
- nbn™ connection box with battery backup power supply unit (if required during pre-installation)
- All the fibre optic cables

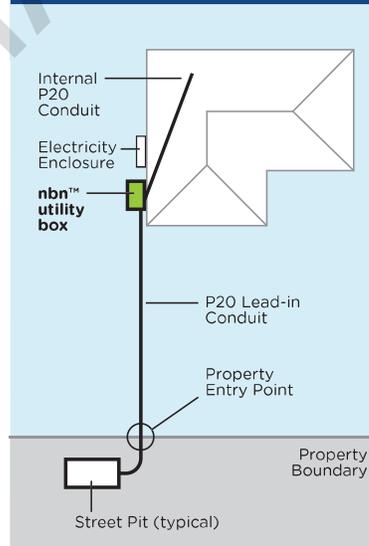


Figure 1. Electricity enclosure on the *same* side of the building to the property entry point

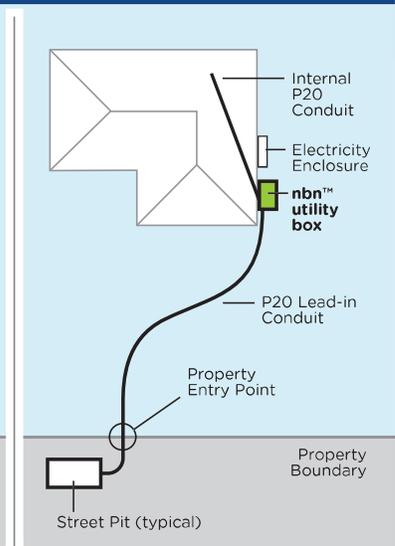
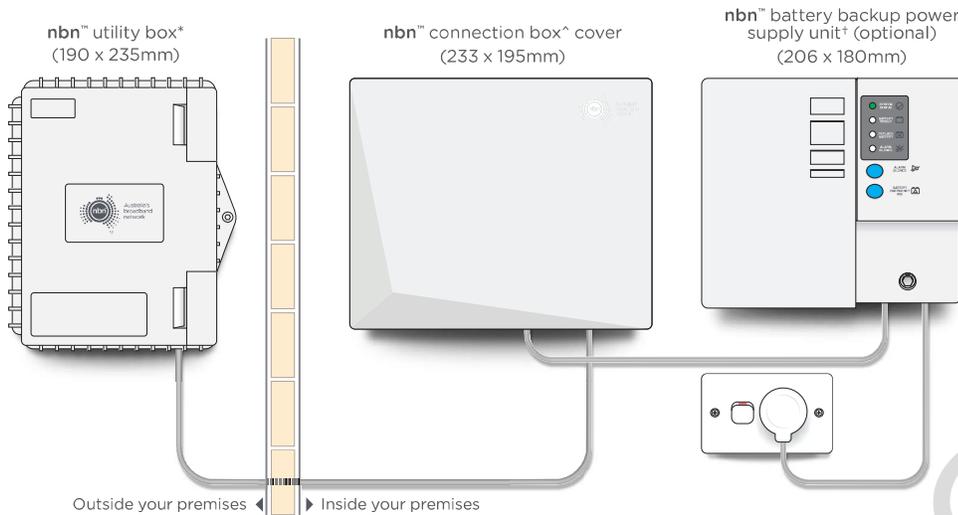


Figure 2. Electricity enclosure on the *opposite* side of the building to the property entry point



If the NTD is to be enclosed, then ventilation is required for safety reasons. Refer to nbn™ Residential Preparation and Installation Guide: SDUs and MDUs for specifications.

nbn™ supplied equipment installed within the home – wall space reservations



*Also known as Premises Connection Device ^Also known as Network Termination Device

Layout example only.
For other configurations refer to the nbn™ Residential Preparation and Installation Guide: SDUs and MDUs.

† For indoor installation only.

nbn™ supplied equipment should not be installed in prohibited locations, such as bathrooms, laundry etc. as per Residential Preparation and Installation: SDUs and MDUs.

† Builders should always provision space and environment for PS/B. It may be pre-installed or requested by the end user during the life of the building.

Preparing new developments for the nbn™ network

It's important that builders and cablers talk to new homeowners about the telecommunications services they may want to access in their homes and provide guidance on where nbn™ supplied equipment, phone and data outlets should be located.

Both fixed line internet and telephone services will be delivered over the nbn™ network. nbn™ supplied equipment should be located in a safe location, where it is convenient to connect the telephone as well as computers and internet TV.

It's important to remember that if customers want to utilise applications like IPTV via Smart TVs in their living room and telework via HD video conferencing in their office they should consider fixed cabling in the home to connect these devices.

Requesting equipment pre-installation

To enable a smooth and efficient connection to the nbn™ network, builders/developers may request a pre-installation of the supplied equipment supporting nbn™ network on behalf of all owners/occupiers of the premises.

Pre-installation of the nbn™ network supplied equipment should be arranged to take place at least 20 days ahead of the estimated home completion date.

To request a pre-installation of nbn™ supplied equipment, visit: nbn.com.au/preinstallrequest

The following information will be required when submitting a request:

- Confirmation that you have authority of all owners and occupiers to make this request
- Confirmation that you have the agreement of all owners and occupiers to waive their right to be given notice by the nbn™ of the pre-installation under Schedule 3 of the Telecommunications Act 1997

- Premises address or addresses
- Developer estate name and stage number
- Confirmation that power is available
- Date by which the premises will be at secure 'lock up' stage
- Estimated completion or handover date
- An onsite contact and confirmation that you have their permission to submit their contact details
- Confirmation that an Internal and Lead-in Conduit has been installed in accordance with nbn™ guidelines
- Confirmation whether Power Supply with Battery Backup will or will not be required
- Preferred installation date

For more information:
1800 687 626
newdevelopments@nbn.com.au
nbn.com.au/newdevelopments

Craig Hemer

From: Info Sargeants 2 Settle
Sent: Tuesday, 23 September 2025 1:07 PM
To: Info Sargeants 2 Settle
Subject: FW: P-5287-CH-Naem Purchase 11 Mylius Street Wollert [HW-ACTIVE.FID2825266]

From: Sarah Hersee <Sarah.Hersee@hallandwilcox.com.au>
Sent: Tuesday, 23 September 2025 9:34 AM
To: Info Sargeants 2 Settle <info@sargeants2settle.com.au>
Cc: Sheldon Fu <Sheldon.Fu@hallandwilcox.com.au>; Joey Liu <Joey.Liu@hallandwilcox.com.au>
Subject: RE: P-5287-CH-Naem Purchase 11 Mylius Street Wollert [HW-ACTIVE.FID2825266]

Dear Craig

We have sought our client's instructions and are instructed that the vendor agrees to grant a 12-month extension to the commencement of construction under special condition 28.

Time remains of the essence, and the vendor reserves all of its rights under the contract.

Kind regards

Sarah Hersee | Paralegal

T +61 2 4908 8866 | F +61 2 4908 8899
Sarah.Hersee@hallandwilcox.com.au



My working days are Tuesday, Wednesday, Thursday, Friday



Vendor Statement - 11 Mylius Street, Wollert VIC 3750

Date of this statement

Sep 19, 2025

Signature of Vendor(s)

Muhammad Asad Naeem

Muhammad Asad Naeem

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

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

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

INSURANCE

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

PURCHASER'S ACKNOWLEDGMENTS

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

DATE OF ACKNOWLEDGMENT202

Signature of Purchaser(s)

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

- (a) All costs associated with obtaining bridging finance to complete the vendor's purchase of another property or business and interest charged on such bridging finance;
- (b) Interest payable by the vendor under any existing mortgage over the property sold, calculated from the due date;
- (c) Accommodation and additional storage and removal expenses necessarily incurred by the vendor;
- (d) Costs and expenses as between vendor's conveyancer and/or solicitor and the vendor.
- (e) Penalties, interest or charges payable by the vendor to any third party as a result of any delay in the completion of the vendor's purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property.
- (f) all commissions, fees and advertising expenses payable to the vendor's Real Estate Agent.
- (g) Any Land Tax, surcharge, penalty or other tax which is imposed on any land owned by the Vendor as a result of the settlement not taking place before the 31st December in the current year when the due date in the contract is before the 31st December in the current year and where the settlement is delayed as a result of the default of the purchaser until after the 31st December in the current year and the purchaser hereby grants an equitable charge over his current and future interest in the land sold in favour of the vendor to secure the payment of any such Land Tax, surcharge, penalties or other tax and all costs associated therewith.

Due Diligence Checklist

What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting [consumer.vic.gov.au/due diligence checklist](http://consumer.vic.gov.au/due-diligence-checklist).

Urban living

Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

Growth areas

Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

Flood and fire risk

Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

Rural properties

Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

consumer.vic.gov.au/duediligencechecklist



Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

Sargeants Hawthorn Pty Ltd

Trading as Sargeants Hawthorn, Sargeants Burwood & Sargeants Bendigo & Echuca
Conveyancing and Property Transfer Specialists
PO Box 468 SOUTH YARRA VIC 3141
Tel: 03 8560 1112 Email: info@sargeants2settle.com.au

VENDOR STATEMENT

VENDOR: Muhammad Asad Naeem
STREET ADDRESS 11 Mylius Street, Wollert
LAND BEING SOLD The land which is presently fenced and/or occupied by the Vendor
and contained only within the land described in Certificate of Title
VOLUME 12570 FOLIO 151

IMPORTANT NOTICES TO PURCHASER

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

FINANCIAL MATTERS

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

- (a) [Refer to attached certificates](#)
- (b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the above amount.
- (c) Particulars of any charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under that charge are as follows:- **NOT APPLICABLE**

INSURANCE

Damage or Destruction

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

Owner Builder

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

[Refer to attachments if applicable](#)

LAND USE - RESTRICTIONS

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

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

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

NONE TO THE VENDORS KNOWLEDGE

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

ROAD ACCESS

There is access to the property by road

BUSHFIRE - PRONE AREA

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

PLANNING AND ROAD ACCESS - Information concerning any planning instrument -

- (a) Name of planning scheme is : REFER TO ATTACHED CERTIFICATE
- (b) The name of the responsible authority is: REFER TO ATTACHED CERTIFICATE
- (c) The zoning of the land is: REFER TO ATTACHED CERTIFICATE
- (d) The name of any planning overlay affecting the land:
REFER TO ATTACHED CERTIFICATE

Proposed planning scheme amendments: REFER TO ATTACHED CERTIFICATE

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

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

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

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

- (a) Any notice affecting the Owners Corporation and any liabilities (whether contingent, proposed or otherwise) where the property is in a subdivision that includes common property including any relating to the undertaking of repairs to the property
- (b) Any Quarantine or stock order imposed under the Stock Disease Act 1968 (whether or not the Quarantine Order it still in force)

(c) **Agricultural chemicals**

Particulars of any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes and any land use restriction notice given in relation to the land under the Agricultural and Veterinary Chemicals Act 1992.

(d) Particulars of any mining licence granted under the Mineral Resources Development Act 1990.

(e) **Compulsory acquisition**

Particulars of any notice of intention to acquire served pursuant to Section 6 of the *Land Acquisition and Compensation Act* 1986.

(f) Notice issued by the Environment Protection Authority

(g) Any notice or order pursuant to the Domestic Building Contracts and Tribunal Act 1995

NONE TO THE VENDORS KNOWLEDGE save as disclosed herein or in any Owners Corporation Certificate.

The land is in a Municipal District specified by the Minister administering the Mineral Resources (Sustainable Development) Act 1990.

Particulars of any Mining Licences affecting the land are as follows :- **NOT APPLICABLE**

BUILDING APPROVALS

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

AS ATTACHED (if relevant)

OWNERS CORPORATION

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

(a) A current Owners Corporation Certificate issued in respect of the land being sold;

(b) The Owners Corporation Rules;

(c) The Minutes of the most recent annual general meeting of the Owners Corporation and all resolutions made at that meeting;

(d) The most recent accounts and balance sheet of the Owners Corporation and

(e) A Statement of advice and information for prospective purchasers and lot owners.

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

GROWTH AREA INFRASTRUCTURE CONTRIBUTION

NOT APPLICABLE

SERVICES - Information concerning the supply of the following services -

THE FOLLOWING SERVICES ARE NOT CONNECTED

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

Electricity Gas Water Sewerage Telephone

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

TITLE

Copies of the documents are attached:

Register Search Statement
Plan of Sub-division
Covenants (as applicable)
Section 173 Agreements (as applicable)
Basic Property Report
VicPlan Planning Property Report
Council Land Information Certificate
Water Information Statement
Land Tax Clearance Certificate
Roads Certificate

DISCLOSURE OF ENERGY EFFICIENCY INFORMATION
NOT APPLICABLE

INFORMATION ONLY

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

VOLUME 12570 FOLIO 151

Security no : 124127904630G
Produced 09/09/2025 11:14 AM

LAND DESCRIPTION

Lot 401 on Plan of Subdivision 832939S.
PARENT TITLE Volume 12508 Folio 099
Created by instrument PS832939S 04/09/2024

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MUHAMMAD ASAD NAEEM of 29 MARLBOROUGH STREET FAWKNER VIC 3060
AY723558J 18/12/2024

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY723559G 18/12/2024
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS832939S 04/09/2024

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

AGREEMENT Section 173 Planning and Environment Act 1987
AG906633K 04/12/2009

AGREEMENT Section 173 Planning and Environment Act 1987
AH172150K 20/04/2010

STATEMENT Section 110 Planning and Environment Act 1987
HEAD, TRANSPORT FOR VICTORIA
AT550694F 27/08/2020

STATEMENT Section 110 Planning and Environment Act 1987
HEAD, TRANSPORT FOR VICTORIA
AX150619R 14/08/2023

AGREEMENT Section 173 Planning and Environment Act 1987
AX337892G 10/10/2023

AGREEMENT Section 173 Planning and Environment Act 1987
AX963639B 03/05/2024

DIAGRAM LOCATION

SEE PS832939S FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 11 MYLIUS STREET WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 18/12/2024

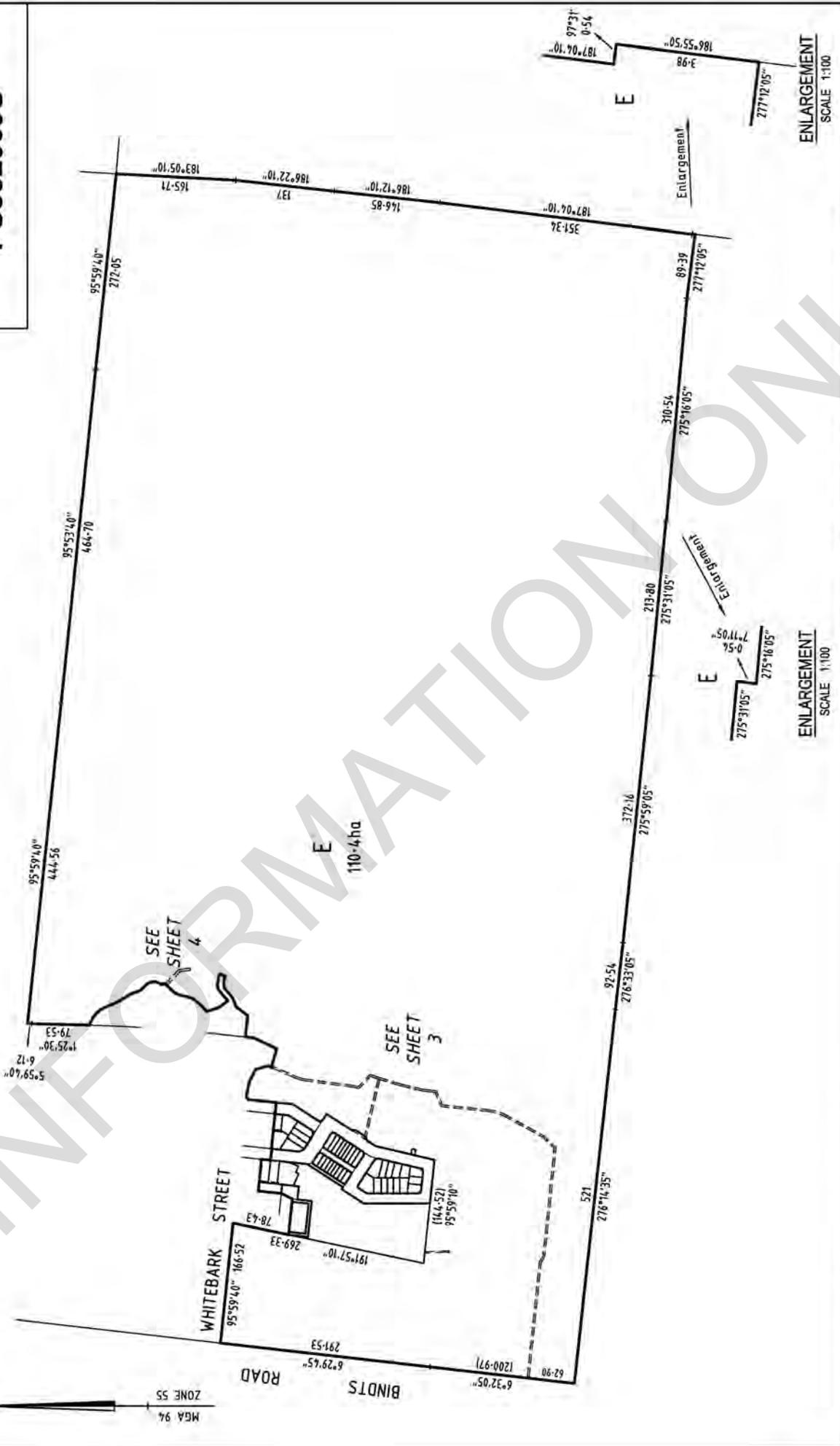
DOCUMENT END

The information supplied by Sargeants Hawthorn Pty Ltd has been obtained from Dye & Durham Solutions Pty Ltd by agreement between them. The information supplied has been obtained by Dye & Durham Solutions Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System.

INFORMATION ONLY

PLAN OF SUBDIVISION		EDITION 1	PS832939S	
LOCATION OF LAND PARISH: MORANG TOWNSHIP: - SECTION: 16 CROWN ALLOTMENT: 1 (PART) CROWN PORTION: - TITLE REFERENCE: C/T VOL 12508 FOL 099 LAST PLAN REFERENCE: LOT D on PS822249B POSTAL ADDRESS: 150F BINDTS ROAD (at time of subdivision) WOLLERT 3750 MGA94 CO-ORDINATES: E: 327 600 ZONE: 55 (of approx centre of land in plan) N: 5 835 170		Council Name: Whittlesea City Council Council Reference Number: PLN-38520 Planning Permit Reference: PLN-37131 SPEAR Reference Number: S191114P Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6 of the Subdivision Act 1988: 15/03/2023 Public Open Space A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification Digitally signed by: Allison Bonanno for Whittlesea City Council on 18/07/2024 Statement of Compliance issued: 22/08/2024 Public Open Space A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied at Statement of Compliance		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL / BODY / PERSON			
ROAD R-1 RESERVE No.1 RESERVE No.2	WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL AUSNET ELECTRICITY SERVICES PTY. LTD.			
NOTATIONS		Land being subdivided is enclosed within thick continuous lines. Lots Numbers 1 to 400, 405, 406, 439 to 464, and A to D (all inclusive), F and G have been omitted from this plan. See Sheet 8 for details of Restrictions. OTHER PURPOSE OF THIS PLAN: To remove by agreement easement E-4 (sewerage) created in PS822249B that lies within Beattie Court, Mylius Street & Pomerania Street in this plan via Section 6 (1) (k) of the Subdivision Act 1988. To remove by agreement easement E-6 (Water supply (through underground pipes)) created in PS822249B that lies within Beattie Court in this plan via Section 6 (1) (k) of the Subdivision Act 1988.		
DEPTH LIMITATION	15.24 metres below the surface applies to the land formerly in Vol 10310 Fol 978 & Vol 8590 Fol 159			
SURVEY:	This plan is based on survey			
STAGING:	This is not a staged subdivision Planning Permit No. PLN-37131 WARNING: The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958			
This survey has been connected to permanent marks Nos. PM422, PM42, PM48 in Proclaimed Survey Area 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
E-1	DRAINAGE	2	PS822249B	WHITTLESEA CITY COUNCIL
E-2	DRAINAGE	3	PS822249B	WHITTLESEA CITY COUNCIL
E-3	DRAINAGE	2	THIS PLAN	WHITTLESEA CITY COUNCIL
E-4	SEWERAGE	2.50	PS822249B	YARRA VALLEY WATER CORPORATION
E-5	SEWERAGE	2.50	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-6	DRAINAGE	See Diag	THIS PLAN	WHITTLESEA CITY COUNCIL
RIVERHILLS ESTATE - STAGE 4A (43 LOTS)			AREA OF STAGE - 3.368ha	
414 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 spiire.com.au		SURVEYORS FILE REF: 306577SV00	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 8
		Digitally signed by: Jessica Anne Nauta, Licensed Surveyor, Surveyor's Plan Version (25), 18/07/2024, SPEAR Ref: S191114P	Land Use Victoria Plan Registered 11:08 AM 04/09/2024 Assistant Registrar of Titles	

PS832939S



SURVEYOR'S FILE REF: 306577SV00 spire 414 La Trobe Street PO Box 16084 Melbourne VIC 3007 T 61 3 9563 7688 spire.com.au	SCALE 1: 5000 LENGTHS ARE IN METRES 0 50 100 150 200	ORIGINAL SHEET SIZE: A3	SHEET 2
	ENLARGEMENT SCALE 1:100 0.01 0.02 0.03 0.04 0.05 0.06 0.07 0.08 0.09 0.10 0.54 0.55 0.98 3.98 277°12'05"	ENLARGEMENT SCALE 1:100 0.01 0.02 0.03 0.04 0.05 0.06 0.07 0.08 0.09 0.10 0.54 0.55 0.98 3.98 277°12'05"	Digitally signed by: Whittesca City Council 18/07/2024 SPEAR Ref: S191114P

PS832939S

SEE SHEET 4

SEE SHEET 2

RESERVE No.1

BEATTIE COURT
95°59'40" 50-14

RESERVE No.1

MYLIUS

LOUDON STREET

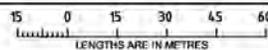
BINDTS ROAD
6°32'05"

ENLARGEMENT
SCALE 1:250

SEE SHEET 2

SURVEYOR'S FILE REF: 306577SV00

SCALE
1: 1500



ORIGINAL SHEET
SIZE: A3

SHEET 3

spiire

414 La Trobe Street
PO Box 16084
Melbourne Vic 8007
T 61 3 9993 7888
spiire.com.au

Digitally signed by: Jessica Anne Nauta, Licensed Surveyor,
Surveyor's Plan Version (25),
18/07/2024. SPEAR Ref: S191114P

Digitally signed by:
Whittlesea City Council,
18/07/2024,
SPEAR Ref: S191114P

SEE SHEET 2

PS832939S



BOULEVARD

WHITEBARK STREET

STREET

POMERANIA

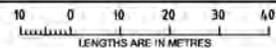
BARRHILL

E

SEE SHEET 5

SURVEYOR'S FILE REF: 306577SV00

SCALE 1:1000



ORIGINAL SHEET SIZE: A3

SHEET 4



414 La Trobe Street
PO Box 16084
Melbourne Vic 8007
T 61 3 9993 7888
spiire.com.au

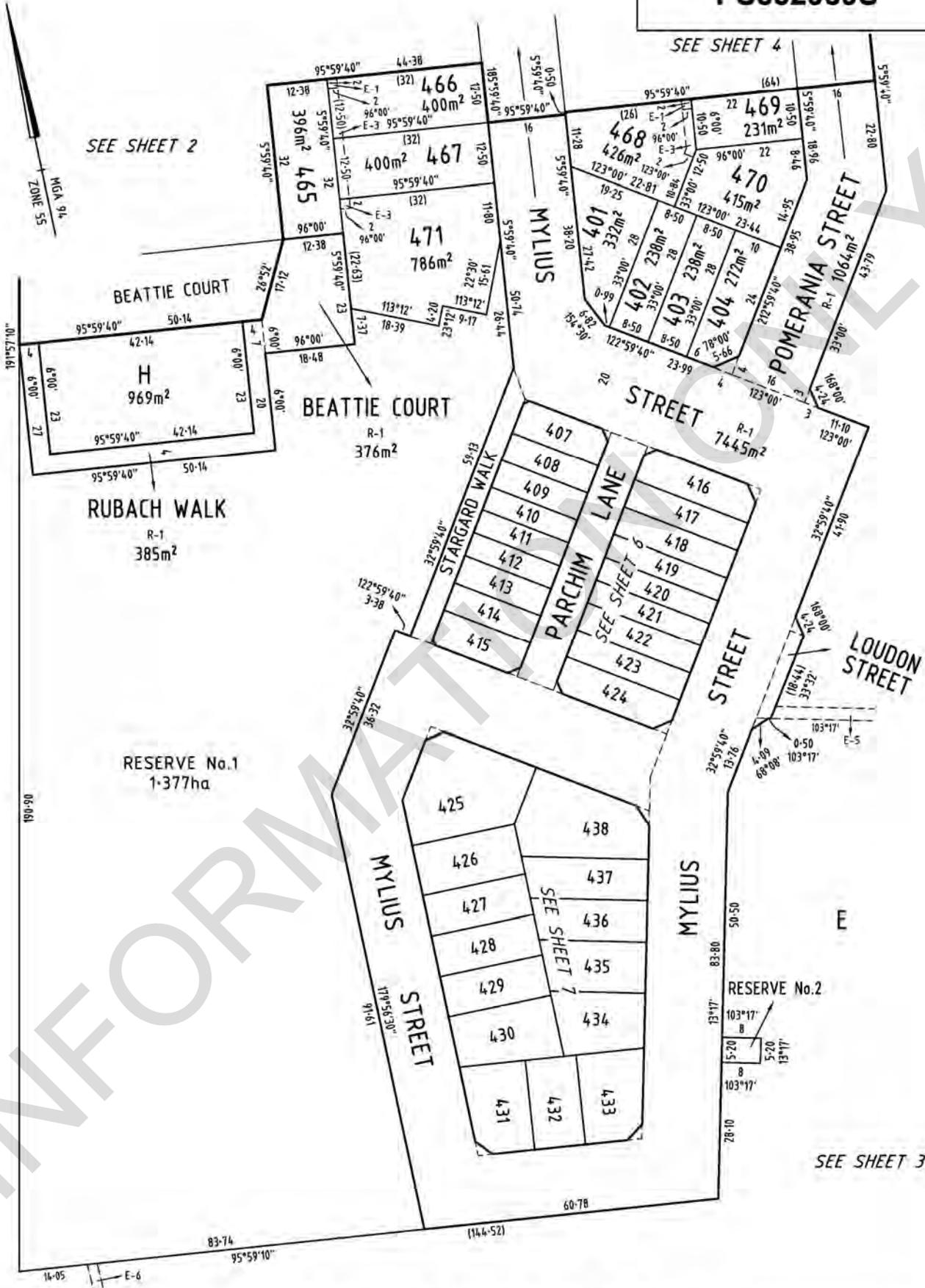
Digitally signed by: Jessica Anne Nauta, Licensed Surveyor,
Surveyor's Plan Version (25),
18/07/2024. SPEAR Ref: S191114P

Digitally signed by:
Whittlesea City Council,
18/07/2024,
SPEAR Ref: S191114P

PS832939S

SEE SHEET 4

SEE SHEET 2



SEE SHEET 3

SURVEYOR'S FILE REF: 306577SV00

SCALE 1: 750
 7.5 0 7.5 15 22.5 30
 LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

SHEET 5

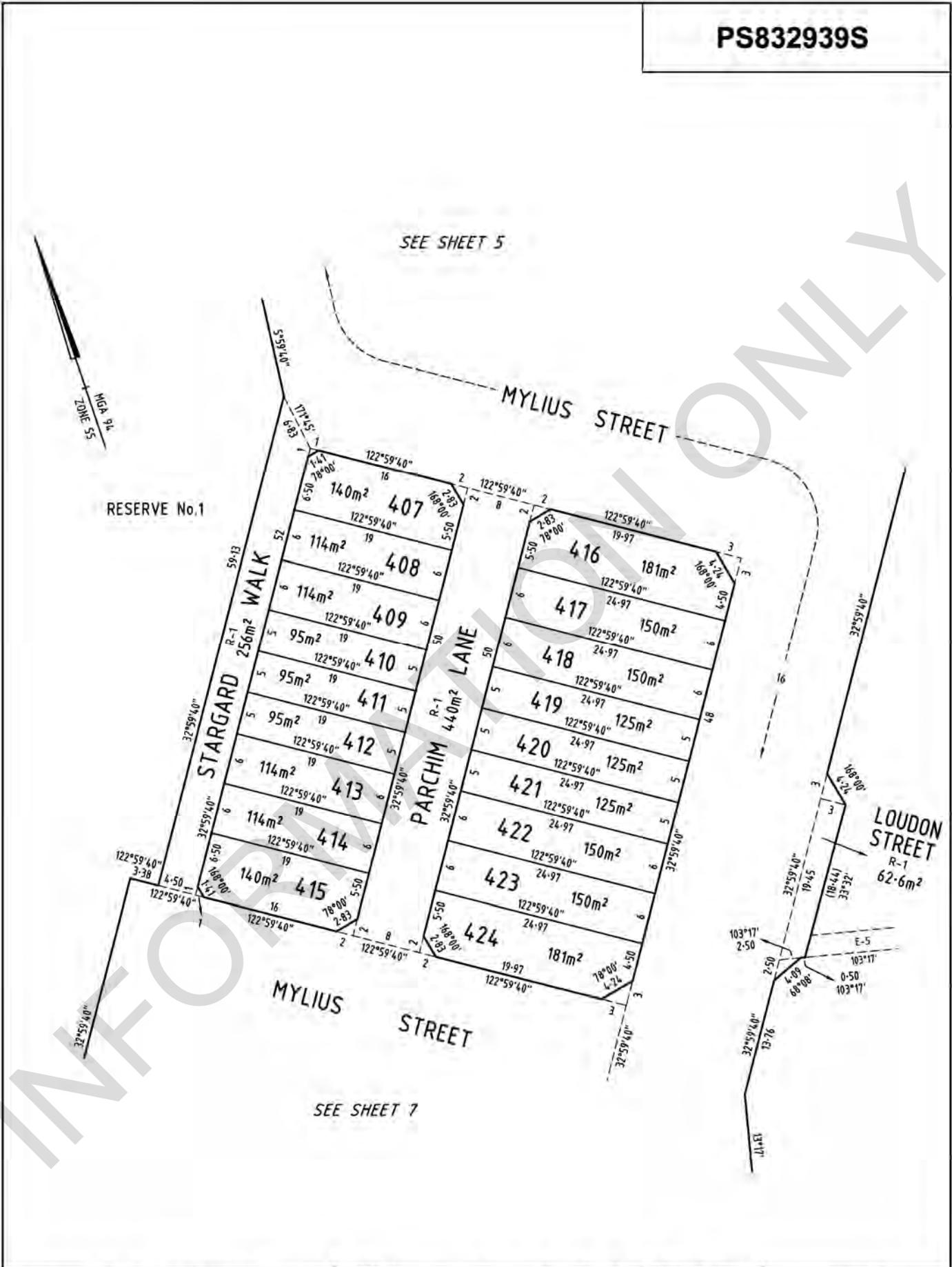
spiire

414 La Trobe Street
 PO Box 16084
 Melbourne Vic 8007
 T 61 3 9993 7888
 spiire.com.au

Digitally signed by: Jessica Anne Nauta, Licensed Surveyor,
 Surveyor's Plan Version (25),
 18/07/2024, SPEAR Ref: S191114P

Digitally signed by:
 Whittlesea City Council,
 18/07/2024,
 SPEAR Ref: S191114P

PS832939S



SURVEYOR'S FILE REF: 306577SV00	SCALE 1: 400  LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 6
 414 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9983 7888 spiire.com.au	Digitally signed by: Jessica Anne Nauta, Licensed Surveyor, Surveyor's Plan Version (25), 18/07/2024. SPEAR Ref: S191114P	Digitally signed by: Whittlesea City Council, 18/07/2024, SPEAR Ref: S191114P	

PS832939S

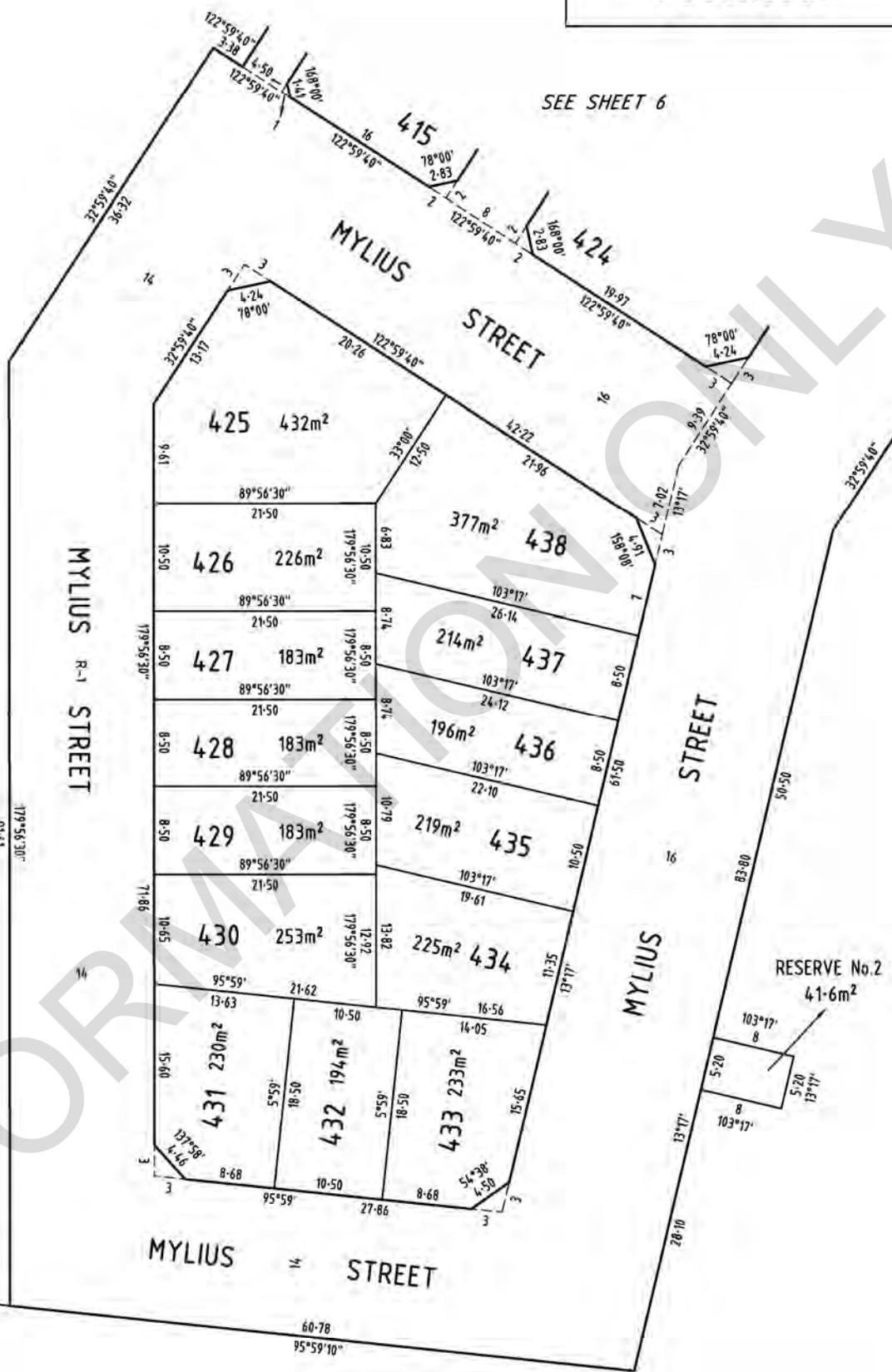


SEE SHEET 6

RESERVE No.1

RESERVE No.2

SEE SHEET 5



SURVEYOR'S FILE REF: 306577SV00

SCALE 1: 400
 0 4 8 12 16
 LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

SHEET 7



414 La Trobe Street
 PO Box 16084
 Melbourne Vic 8007
 T 61 3 9993 7888
 spiire.com.au

Digitally signed by: Jessica Anne Nauta, Licensed Surveyor,
 Surveyor's Plan Version (25),
 18/07/2024. SPEAR Ref: S191114P

Digitally signed by:
 Whittlesea City Council,
 18/07/2024,
 SPEAR Ref: S191114P

CREATION OF RESTRICTION

PS832939S

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

The following restrictions are to be created upon registration of this plan:

RESTRICTION No. 1

BURDENED LAND: Lots 401, 425, 438, 465 to 468 and 470 (all inclusive) on this plan
 BENEFITED LAND: Lots 401, 425, 438, 465 to 468 and 470 (all inclusive) on this plan

Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan shall not:

1. Use the burdened land except in accordance with the provisions recorded in Memorandum of Common Provisions, Dealing No. AA010174.

Expiry date: 01/12/2030

RESTRICTION No. 2

BURDENED LAND: Lots 402 to 404, 407 to 424, 426 to 437, and 469 (all inclusive) on this plan
 BENEFITED LAND: Lots 402 to 404, 407 to 424, 426 to 437, and 469 (all inclusive) on this plan

Lots 402 to 404, 426 to 437 (both inclusive), and 469 on this plan are defined as Type A lots under the Small Lot Housing Code.
 Lots 407 to 424 (both inclusive) are defined as Type B lots under the Small Lot Housing Code.

Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan shall not:

1. Construct any building on any burdened lot unless that building conforms to the Small Lot Housing Code incorporated into the Whittlesea Planning Scheme.
2. Further subdivide any burdened lot on this plan.

Expiry date: Not Applicable

RESTRICTION No. 3

BURDENED LAND: Lots 401 to 404, 407 to 438 and 465 to 470 (all inclusive) on this plan
 BENEFITED LAND: Lots 401 to 404, 407 to 438 and 465 to 470 (all inclusive) on this plan

Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan shall not:

1. Build or allow to be built on Lots 407, 415, 416, 424, 425, 431, 433 and 438 the side wall of the first level of any dwelling:
 - (A) Less than 900 millimetres from the ground level wall that faces a side street; or
 - (B) With less than 30% glazing for the area of the wall and the remainder of the wall must be constructed in complementary material finishes.
2. Construct any garage less than 5 metres from the title boundary at the front of the lot.
3. Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of a 10 metres or less at the lot frontage.
4. Construct a dwelling or commercial building unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
5. Construct a front fence on a residential lot except with the written consent of the Responsible Authority. Where a specific need for a fence can be demonstrated to the satisfaction of the Responsible Authority, such a fence may be no more than 1.2m high and 50% opaque.

Expiry date: 01/12/2033

RESTRICTION No. 4

BURDENED LAND: Lot 471 on this plan
 BENEFITED LAND: Lots 401 to 404, 407 to 438 and 465 to 470 (all inclusive) on this plan

Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan shall not:

1. Use or develop the burdened land except in accordance with the Joseph McKie House, Wollert Conservation Management Plan (August 2022).

Expiry date: 01/12/2033

RESTRICTION No. 5

BURDENED LAND: Lots 401 to 404, 407, 416 to 424, 465 and 467 (all inclusive) on this plan
 BENEFITED LAND: Lots 401 to 404, 407 to 438 and 465 to 470 (all inclusive) on this plan

Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan shall not:

1. Use the burdened land except in accordance with the provisions recorded in Memorandum of Common Provisions, Dealing No. AA010134.

Expiry date: Not Applicable

SURVEYOR'S FILE REF: 306577SV00		ORIGINAL SHEET SIZE: A3	SHEET 8
 414 La Trobe Street PO Box 16084 Melbourne Vic 3007 T 61 3 9993 7888 spiire.com.au	Digitally signed by: Jessica Anne Nauta, Licensed Surveyor, Surveyor's Plan Version (25), 18/07/2024, SPEAR Ref: S191114P	Digitally signed by: Whittlesea City Council, 18/07/2024, SPEAR Ref: S191114P	



AG906633K

04/12/2009 \$102.90 173



Form 18

Section 181

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

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Maddocks
Phone: 9288 0555
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref: TGM:5572313 **Customer Code:** 1167E

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

Land: Volume 8590 Folio 159 /

Authority: Whittlesea City Council, Ferres Boulevard, South Morang, Victoria 3752

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*.

A copy of the agreement is attached to this application

Signature for the Authority: *David Turnbul*

Name of officer: *DAVID TURNBUL*

Office held: *CEO*

Date: *15/11/2009*

[5572313:6653135_1]

[5572313:6653135_1]

AG906633K

04/12/2009 \$102.90 173



Date / /2009

**Agreement under Section 173
of the Planning and Environment Act 1987**

Subject Land: Quarry Hills Regional Park – Precinct 4 (Bindts Road)

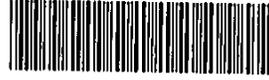
Whittlesea City Council

and

Cvetan Cvetanovski, Milica Cvetanovski, Nacka Cvetanovski, Trajce Cvetanovski

AG906633K

04/12/2009 \$102.90 173



Contents

1. **Definitions** 2

2. **Interpretation** 3

3. **Boundary of the Open Space Land, the Quarry Land and the Urban Land** 4

4. **Transfer of Open Space Land** 4

5. **Specific Obligations of Council** 6

6. **Further Obligations** 6

7. **Costs** 6

8. **Agreement under Section 173 of the Act** 7

9. **Owner's Warranties** 7

10. **Council's Warranties** 7

11. **Successors in Title** 7

12. **General Matters** 7

13. **GST** 8

14. **Commencement of Agreement** 9

15. **Ending of Agreement** 9

16. **Dispute resolution** 9

Schedule 1 12

The Subject Land: 12

Annexure A – The Property Plan 13

Annexure B – The Quarry Hills Regional Park Plan 14

6411645_1]

[5572313: 6645388_1]

Agreement under Section 173 of the Planning and Environment Act 1987

Dated / /

AG906633K

04/12/2009 \$102.90 173



Parties

Name	WHITTLESEA CITY COUNCIL
Address	Municipal Offices, 25 Ferres Boulevard, South Morang VIC 3752
Facsimile	(03) 9217 2111
Email	
Contact	Town Planning Department
Short name	Council

Name	CVETAN CVETANOVSKI, MILICA CVETANOVSKI, NACKA CVETANOVSKI, TRAJCE CVETANOVSKI
Address	130 Bindts Road, Wollert
Telephone	
Email	
Contact	Cvetan Cvetanovski
Short name	Owner

Background

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council has identified that part of the Subject Land (**Urban Land**) is suitable for development for residential purposes and will achieve a net community benefit outcome if part of the Subject Land (**Open Space Land**) is transferred into public ownership.
- D. Council and the Owner have agreed to jointly submit to the Minister that the Urban Land be included within the Urban Growth Boundary and an Urban Growth Zone.
- E. Council and the Owner have agreed that the Open Space Land will be transferred to Council for the incorporation into the Quarry Hills Regional Park, on the terms and conditions in this Agreement.
- F. Council and the Owner have agreed that the Urban Development of the Urban Land and the transfer of the Open Space Land may occur in stages.
- G. The parties enter into this Agreement to achieve a net community benefit outcome in providing additional land for housing and additional land for the Quarry Hills Regional Park.

The parties agree that this will assist in achieving and advancing the objectives of planning in Victoria and the objectives of the Planning Scheme.

THE PARTIES AGREE

1. Definitions

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

Act means the Planning and Environment Act 1987.

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

Amendment means an amendment to the Planning Scheme which has the effect of including all of the Urban Land within the Urban Growth Boundary.

Approval Date means the date on which the Amendment comes into operation under section 37 of the Act.

Development Contribution Plan means a development contribution plan howsoever it is known or referred to which is incorporated into the Planning Scheme and has the effect of requiring the payment of a levy or the carrying out of works in lieu of payment of a levy for infrastructure.

Dispute means any dispute between the parties arising out of or in connection with this Agreement.

Open Space Land means that part of the Subject Land which is identified on the Surveyed Property Plan as being land the Open Space Land.

Owner means the person or a person 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.

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

Plan of Subdivision means a plan of subdivision which creates an additional lot which can be disposed of separately or which is intended to be used for a dwelling or which can be re-subdivided.

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

Precinct Structure Plan means a precinct structure plan that provides for the Urban Development of the Urban Land.

Property Plan means the plan attached to this agreement and marked with the letter "A" for identification, as amended from time to time by agreement in writing between the parties..

Quarry Hills Regional Park means the regional park by the same or similar name proposed by Council to be established generally in the vicinity of the regional park identified in the Quarry Hills Regional Park Plan.



Quarry Hills Regional Park Plan means the plan attached to this agreement and marked with the letter "B" for identification, as amended from time to time by agreement in writing between the parties.

Schedule means the schedule to this Agreement.

Statement of Compliance means a Statement of Compliance under the Subdivision Act 1988.

Subject Land means the land described in Schedule 1 and identified as the Subject Land on the Property Plan.

Surveyed Property Plan means the plan that the parties agree upon pursuant to clause 3.2.2 of this Agreement.

Tribunal means the Victorian Civil and Administrative Tribunal.

Urban Development means residential subdivision and development, including any retail / commercial services, community services or recreation facilities reasonably required to service the residential development.

Urban Land means that part of the Subject Land which is identified on the Surveyed Property Plan as being the Urban Land.

Work Authority means the work authority relating to the Subject Land approved under the Extractive Industries Development Act 2005 as amended from time to time.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1.1 The singular includes the plural and vice versa.
- 2.1.2 A reference to a gender includes a reference to each other gender.
- 2.1.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.1.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.1.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.1.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.1.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.1.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

AG906633K

04/12/2009 10:29:00 173



3. Boundary of the Open Space Land, the Quarry Land and the Urban Land

- 3.1 The parties acknowledge that as at the date of this Agreement they may not have agreed upon the precise boundaries of the Open Space Land and the Urban Land.
- 3.2 The parties agree that:
- 3.2.1 the boundaries of the Open Space Land and the Urban Land will be generally in accordance with the boundaries of those land parcels shown on the Property Plan;
 - 3.2.2 following execution of this Agreement, the parties will agree on a plan that shows the surveyed boundaries of the Open Space Land and the Urban Land.

4. Transfer of Open Space Land

4.1 Obligation to transfer

- 4.1.1 Subject to clause 4.1.2, the Owner must transfer the Open Space Land to the Council:
- (a) free of all encumbrances, charges or liens of any kind;
 - (b) with the boundary between the Open Space Land and the Urban Land fenced with a rural type post and wire fence at the cost of the Owner to the satisfaction of Council; and
 - (c) in a state which is to the best endeavours of the Owner, free of noxious and environmental weeds to the satisfaction of Council.
- 4.1.2 Subject to clause 4.2, the Owner is obliged to transfer the Open Space Land to the Council when:
- (a) the Amendment comes into force under section 37 of the Act; and
 - (b) a planning permit that authorises the Urban Development of the Urban Land generally in accordance with the provisions of the Precinct Structure Plan is issued,
- whichever occurs later.

4.2 Open Space Land may be transferred in stages

- 4.2.1 The parties agree that if the Urban Land is subdivided in stages the Owner may transfer the Open Space Land to the Council in stages in accordance with the Staging Agreement.
- 4.2.2 Prior to the grant of a planning permit that authorises the Urban Development of the Urban Land the parties will enter into an agreement (the **Staging Agreement**) that:
- (a) sets out a program for the staged residential subdivision of the Urban Land and the staged transfer of the Open Space Land to Council; and
 - (b) specifies which part of the Open Space Land must be transferred to Council at each stage of the subdivision.



4.2.3 The parties agree that the part of the Open Space Land that must be transferred to Council at a particular stage of the development:

- (a) will unless specifically required by Council to be transferred as a lot, be shown as a reserve on the Plan of Subdivision for that stage; and
- (b) will vest in Council upon the registration of the Plan of Subdivision for that stage.

4.2.4 The parties agree that Council may refuse to endorse plans under a planning permit which depict the staged subdivision of the Urban Land if a Staging Agreement has not been executed by the parties.

4.2.5 The parties agree that the Staging Agreement may be amended from time to time with the agreement of both parties, such agreement not to be unreasonably withheld.

4.3 Public open space contribution

The parties acknowledge and agree that:

4.3.1 the transfer of the Open Space Land to Council satisfies any requirements that the Owner may have in relation to the provision of public open space for regional public open space, regional parks or large local parks as referred to in standard C13 of clause 56.05-2 of the Planning Scheme associated with the development of the Urban Land;

4.3.2 the transfer of the Open Space Land to Council must be treated as a credit against any requirement that the Owner may have to set aside land for public open space under the Subdivision Act 1988 or clause 52.01 of the Planning Scheme, other than any public open space reasonably required by Council for small local parks as referred to in standard C13 of clause 56.05-2 of the Planning Scheme; and

4.3.3 subject to clause 4.3.2, the Council may require the Owner to provide further public open space for small local parks by reason of the development of the Urban Land if the small local parks are reasonably required under standard C13 of clause 56.05-2 of the Planning Scheme.

4.4 Precinct Structure Plan and Development Contributions

4.4.1 The parties acknowledge and agree that the development potential of the Urban Land will be determined by a Precinct Structure Plan to be prepared in respect of the Urban Land.

4.4.2 The parties acknowledge and agree that infrastructure requirements or contributions to the provision of infrastructure (**Development Contributions**) by the Owner and others will be determined as part of the process of preparing a Precinct Structure Plan, through a further agreement or through a Development Contribution Plan.

4.4.3 The parties acknowledge and agree that the transfer of the Open Space Land to Council satisfies any requirement that the Owner may have to make a Development Contribution consisting of:

- (a) the provision of public open space for regional public open space, regional parks or large local parks; or
- (b) the payment of a levy in lieu of the provision of public open space for regional public open space, regional parks or large local parks,

AG906633K



under the Subdivision Act 1988 or clause 52.01 of the Planning Scheme.

5. Specific Obligations of Council

5.1 The Amendment

Council must make a submission to the Minister and the Growth Areas Authority that the Urban Land be included within the Urban Growth Boundary and zoned either Urban Growth Zone or an appropriate residential zone;

5.2 Use of the Open Space Land

5.2.1 Council acknowledges and agrees that:

- (a) it will use the Open Space Land for open space purposes; or
- (b) it may transfer the Open Space Land to another public authority for management of the Open Space Land as public open space.

6. Further Obligations

6.1 Notice and Registration

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

6.2 Further actions - Owner

The Owner further covenants and agrees that:

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

6.3 Further actions – Council

Subject to clause 12.5, the Council further covenants and agrees that the Council will do all things necessary to give effect to this Agreement.

7. Costs

Each party must pay their own costs and expenses (including legal expenses) associated with the preparation, drafting, finalisation, engrossment, execution and recording of this Agreement.

AG906633K

04/12/2009 \$102.90 173



8. Agreement under Section 173 of the Act

- 8.1.1 Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed for specified purposes.
- 8.1.2 The parties further agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is also made as a commercial agreement between the parties.

9. Owner's Warranties

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

10. Council's Warranties

- 10.1 Each representative of the Council who executes this Agreement warrants that:
- 10.1.1 the authority under which the representative has been appointed to execute this Agreement on behalf of Council is effective; and
- 10.1.2 the representative has received no notice of the termination (including any event which would constitute termination by operation of law) of the authority to execute this Agreement on behalf of the Council.

11. Successors in Title

- 11.1 Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:
- 11.1.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 11.1.2 execute a deed agreeing to be bound by the terms of this Agreement.

12. General Matters

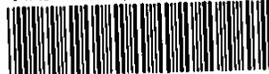
12.1 Notices

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

- 12.1.1 by delivering it personally to that party;

AG906633K

04/12/2009 \$102.90 173



- 12.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 12.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

12.2 Service of Notice

A notice or other communication is deemed served:

- 12.2.1 if delivered, on the next following business day;
- 12.2.2 if posted, on the expiration of 7 business days after the date of posting; or
- 12.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

12.3 No Waiver

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

12.4 Severability

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

12.5 No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land including the provision of public open space in accordance with standard C13 of clause 56 of the Planning Scheme or relating to any use or development of the Subject Land.

13. GST

- 13.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as their definition in that Act.
- 13.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 13.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 13.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 13.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 13.3.



14. Commencement of Agreement

This Agreement commences when the Agreement is executed.

15. Ending of Agreement

15.1 Ending of whole of the Agreement

15.1.1 This Agreement ends:

- (a) when the Owner has complied with all of the obligations imposed on the Owner under this Agreement as evidenced by a letter from Council to the Owner agreeing that the Agreement can be removed from the title to the Subject Land in which case this Agreement ends on the date of that letter; or
- (b) if the Amendment is not approved by the Minister in accordance with the Act within four years from the date of this Agreement, unless the parties agree otherwise in writing.

15.1.2 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner execute an application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.

15.2 Ending of Agreement in relation to part of the Subject Land

15.2.1 At any time prior to the ending of this Agreement the Council may by notice in writing to the Owner, release any part of the Subject Land from the effect of this Agreement. On the service of a notice under this clause, this Agreement will terminate as to the part of the Subject Land specified in the notice. This Agreement will remain in full force and effect in relation to that part of the Subject Land that is not specified in the notice.

15.2.2 As soon as reasonably practicable after any part of the Subject Land is released from the effect of this Agreement pursuant to clause 15.2.1, Council will, at the request and at the cost of the Owner, execute an application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register in relation to that part of the Subject Land that has been released from the effect of this Agreement

16. Dispute resolution

16.1.1 Except as otherwise specified in this Agreement, if any Dispute arises then, subject to clause 16.1.5, either party may at its election:

- (a) refer the Dispute to the Tribunal for resolution to the extent permitted by the Act; or
- (b) refer the Dispute to arbitration by an arbitrator agreed upon in writing by the parties or, in the absence of such agreement the chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee.

16.1.2 A party must not commence arbitration or refer the Dispute to the Tribunal until it has complied with clauses 16.1.3 and 16.1.4.



16.1.3 If a Dispute arises, then either party will send a notice of Dispute in writing adequately identifying and providing details of the Dispute.

16.1.4 Within 14 days after service of a notice of Dispute, the parties must:

- (a) confer at least once to attempt to resolve the Dispute; and
- (b) failing resolution of the Dispute, explore and if possible agree on methods of resolving the Dispute by other means.

At any such conference, each party must be represented by a person having authority to agree to a resolution of the Dispute.

16.1.5 If the Dispute cannot be resolved or if at any time either party considers that the other party is not making reasonable efforts to resolve the Dispute, either party may by notice to the other party refer the Dispute to the Tribunal (to the extent permitted by the Act) or to arbitration.

AG906633K

04/12/2009 \$102.90

173



INFORMATION ONLY

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

AG906633K



THE COMMON SEAL OF WHITTLESEA)
CITY COUNCIL was hereunto affixed in the)
presence of:)

[Handwritten Signature]
.....

Chief Executive Officer

Signed by Cvetan Cvetanovski in the)
presence of:)

[Handwritten Signature]
.....

[Handwritten Signature]
.....
Witness *DAVID BARRY FREEMAN*

Signed by Milica Cvetanovski in the)
presence of:)

[Handwritten Signature]
.....

[Handwritten Signature]
.....
Witness *DAVID BARRY FREEMAN*

Signed by Nacka Cvetanovski in the)
presence of:)

[Handwritten Signature]
.....

[Handwritten Signature]
.....
Witness *DAVID BARRY FREEMAN*

Signed by Trajce Cvetanovski in the)
presence of:)

[Handwritten Signature]
.....

[Handwritten Signature]
.....
Witness *DAVID BARRY FREEMAN*

Schedule 1

The Subject Land: 130 Bindts Road, Wollert

Address: 130 Bindts Road, Wollert

Certificate of Title Details: Volume 8590 Folio 159

AG906633K

04/12/2009 \$102.90



173

INFORMATION ONLY

Annexure A – The Property Plan

AG906633K

04/12/2009 \$102.90

173



INFORMATION ONLY

Quarry Hills

Scale at A3 - 1:7,500



130 Blindts Road

Total Area = 69.5Ha

Developable Area = 24Ha

Parkland = 45.5Ha

Urban Area

Open Space Land

Preferred UGB Alignment
(the boundary has been derived generally in accordance with the 190 contour line)

Existing UGB

Quarry Hills Boundary

AG906633K

04/12/2009 \$102.90 173



City of Whittlesea

Civic Centre, Ferriss Blvd
South Morang, Victoria 3752
Locked Bag 3
Bundoora VIC 3083



Annexure B – The Quarry Hills Regional Park Plan



INFORMATION ONLY