

Reference Schedule

Development Consent obtained	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Development Consent Last Date	Not applicable
Plan registered	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Registration Sunset Date	31 March 2025
Vendor owns all Land	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Purchase Sunset Date	1 June 2023
Estate	The larger residential community or project known as Lyra
Design Essentials	The draft document attached to this contract entitled "Gateway Design Essentials" at Annexure C
Construction Commencement Date	12 months from the Completion Date
Construction Completion Date	12 months from the Construction Commencement Date
Council	Mitchell Shire Council

Special Conditions

1. Additional definitions and interpretation

1.1 Additional definitions

In these special conditions unless otherwise indicated by the context or subject matter:

Additional Special Conditions mean the additional conditions (if any) contained in **Annexure A**.

ATO Clearance Certificate means a clearance certificate issued by the Commissioner of Taxation under section 14-220 of Schedule 1 to the TA Act attached in **Annexure F**.

Authority means any government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, Minister, statutory body or entity having jurisdiction in relation to the Property.

Business Day means any day (except a Saturday or Sunday or public holiday) on which banks are open for business in Melbourne.

Claim means any claim, demand or cause of action (whether based in contract, equity, tort or statute), loss, liability, cost, compensation, damage or expense.

Completion Date means the date on which this contract completes.

Construction Commencement Date means the date identified as such in the Reference Schedule.

Construction Completion Date means the date identified as such in the Reference Schedule.

Council means the council referred to in the Reference Schedule.

Date for Completion means the date determined under special condition 13.1.

DDF means the online form called the 'Digital Duties Form' generated from the Victorian State Revenue Office website.

Default Rate means a rate of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* (Vic).

Delay Circumstance means a delay arising from or in connection with any of or a combination of any of the following:

- (a) obtaining the Development Consent or any other approval, certificate, licence, permit, consent or authorisation from an Authority in connection with the Subdivision Works;
- (b) any condition or requirement imposed by any Authority or the Development Consent including meeting the requirements of any Authority or the Development Consent;
- (c) consent from an Authority to any application to amend or modify the Development Consent that is not provided within 40 business days after lodgement of the application;
- (d) attributable to a revocation of the Development Consent or change in Law or requirements of Authorities that affects the Vendor's ability to:
 - (i) carry out or complete the Subdivision Works; or
 - (ii) register the Preliminary Plan or the Plan (whether directly or indirectly);
- (e) the carrying out of the Subdivision Works;
- (f) any Force Majeure Event;

- (g) proceedings (actual or threatened) by or disputes with surrounding landowners or any contractor of the Vendor;
- (h) an Authority approving the Preliminary Plan or the Plan; or
- (i) the process of Registration after lodgement of the Preliminary Plan or the Plan with the Victorian Land Registry,

any other cause or matter beyond the Vendor's control affecting Registration or the Subdivision Works.

Development Consent means a development consent and / or planning permit (or equivalent) from the relevant Authority including any approvals, certificates, licences, permits, consents and authorisations, which are required or which the Vendor considers necessary or desirable to obtain to develop the Land including to carry out the Subdivision Works and register the Preliminary Plan and the Plan, as may be amended from time to time.

Design Essentials means the document or documents identified as such in the Reference Schedule and attached to this contract at **Annexure C**, as may be amended from time to time by the Vendor.

Development Activities means:

- (a) any works by the Vendor or intended to be carried out by the Vendor to develop the Estate including:
 - (i) any works to subdivide land forming part of the Estate;
 - (ii) any demolition or construction works including works ancillary to or associated with those works;
 - (iii) any works to install infrastructure including services in the Estate;
 - (iv) any landscaping works including works ancillary to or associated with the landscaping works; and
 - (v) any other works to develop the Estate, which are considered necessary or desirable by the Vendor; and
- (b) any works by purchasers of land or other third parties within the Estate.

Development Approval Last Date means the date identified as such in the Reference Schedule.

Estate means the larger residential community identified as such in the Reference Schedule, of which the Land forms part.

FATA means the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

FATA Legislation means the FATA, the *Foreign Acquisitions and Takeovers Regulations 2015* (Cth) and Australia's Foreign Investment Policy as published on the Foreign Investment Review Board website (www.firb.gov.au) from time to time.

FIRB Approval means a no objection notification, made by or on behalf of the Treasurer under the FATA Legislation and stating that the Commonwealth Government does not object to the purchase of the property by the Purchaser, either unconditionally or subject to conditions.

FIRB Approval Date means the date which is 40 days after the Contract Date, as may be extended under special condition 28.3(j).

Force Majeure Event means any event or circumstance or combination of events and circumstances which is beyond the control of the Vendor which causes or results in a default or delay in the performance by the Vendor of any of its obligations under this contract, which may include any of the following:

- (a) fire, lightning, explosion, earthquake, storm, cyclone, drought, action of the elements, riots, civil commotion, malicious damage, natural disaster, sabotage, act of a public enemy, act of God, war (declared or undeclared), blockade, revolution, contamination of any kind, or force of nature;
- (b) strikes, lockouts, industrial and/or labour disputes and/or difficulties, work bans, blockades or picketing;
- (c) the introduction, change or withdrawal of any Law or the requirements of any Authority;
- (d) any shortage of labour or materials required to complete the construction of the Subdivision Works; or
- (e) any steps by a person to challenge the validity in whole or in part of the Development Consent, or any steps by a person to alter the provisions of the Development Consent.

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

Guarantee means the guarantee and indemnity attached to this contract at **Annexure E**.

Guarantor means, if the Purchaser is a corporation, the directors of that corporation (and if that corporation has a sole director, then that sole director).

Land means the lot on the Plan to be acquired by the Purchaser as described in the Particulars of Sale.

Landscaping means landscaping the areas of the Property surrounding the dwelling house in accordance with the Design Essentials.

Land Tax Year means the period commencing on 1 January in a year and ending on 31 December of the same year.

Law means all statutes, regulations, by-laws, ordinances, circulars issued by any Authority with the force of law and other delegated legislation and any rule of common law or equity and any statutory guidelines and environmental planning instruments from time to time.

Minor Alteration includes any of the following:

- (a) an alteration (whether required by the Vendor, under a Planning Permit or by an Authority) which does not materially and detrimentally affect the construction of a dwelling house on the Land or which has been disclosed in this contract;
- (b) an alteration in the dimensions or area of the Land of:
 - (i) 5% or less in the area of the Land; or
 - (ii) 5% or less in the linear dimensions of the Land;
- (c) an alteration to the number or numbering of lots in the Plan; or
- (d) an alteration in respect of the dimensions, position, layout or omission of any lot other than the Land.

NBN Building Ready Specifications means the specifications governing the building requirements for connecting a dwelling house to the national broadband fibre optic network as may be provided by the Vendor or as otherwise available at the website

Network Infrastructure means the physical infrastructure which will support the proposed national broadband fibre optic network.

New Purchaser has the meaning given in special condition 15.4(b).

Object means delay or attempt to delay Completion, make or assert a Claim, rescind or terminate or attempt to rescind or terminate this contract or withhold or require a retention of all or part of the Price.

Particulars of Sale means the section attached to this contract titled 'Particulars of Sale'.

PEXA means Property Exchange Australia Limited ACN 140 677 792 being an electronic lodgement network operator.

Plan means:

- (a) where the Land is a lot in an unregistered plan, the plan of subdivision approved by the relevant Authority in relation to the Land, generally in accordance with the Proposed Plan, with or without any changes permitted under this contract; or
- (b) where the Land is a lot in a registered plan, the plan of subdivision described in the Particulars of Sale.

Planning Restriction has the meaning given to it in special condition 8.2.

PPSA means Personal Property Securities Act 2009 (Cth).

Preliminary Plan means the plan(s) of subdivision (if any) intended to be Registered before the Plan is Registered, generally in accordance with the draft preliminary plan, with or without any changes permitted under this contract, copies of which are attached to the Vendor's Statement.

Privacy Policy means the Stockland Privacy Policy which can be viewed at www.stockland.com.au/privacy-policy.htm.

Property means the Land and all improvements on the Land.

Property Information means any documents and other information (in written form or otherwise):

- (a) relating to the Property or the Estate; and
- (b) made available or disclosed to the Purchaser by the Vendor or the Vendor's representatives prior to the Contract Date, including any reports, information memorandum or other promotional material.

Proposed Plan means the proposed plan of subdivision relating to the Land (where applicable) attached to the Vendor's Statement.

Purchaser's Plans and Specifications means the Purchaser's plans and specifications for any dwelling or structure (including any associated works) to be constructed on the Land by the Purchaser.

Reference Schedule means the document titled 'Reference Schedule' and attached to this contract.

Registered means registered by the registrar of titles (or has equivalent status) in the Victorian Land Registry.

Registered Restrictions means the restrictions on the use of land, easements and covenants Registered or to be Registered on the title to the Property.

Registration means the Plan has been approved by all relevant Authorities and Registered.

Registration Sunset Date means the date identified as such in the Reference Schedule.

Re-sale Deed means the deed poll attached to this contract at **Annexure D**.

Retaining Structures means any retaining wall (including associated footing systems), batters, benching, steps or other retaining structures and associated works such as drainage constructed or

to be constructed by the Vendor or other third parties (including by or on behalf of adjoining owners) on or adjacent to the Land and/or the Property.

Security Interest means all security interests registered over the personal property (as defined under the PPSA) of the Vendor on the personal property securities register established under the PPSA.

Selling and Leasing Activities comprises any activity connected with or relating to the marketing, selling or leasing of any part of the Estate and includes:

- (a) the placement and maintenance within the Estate (but not on the Land after Completion) of:
 - (i) signs, advertisements, boards, writing, plates, signals, illuminations, banners and insignia; and
 - (ii) stalls or associated facilities for the use of salespersons;
- (b) any event or function held within the Estate (but not on the Land after Completion); and
- (c) the use of homes by either the Vendor or builders as display or demonstration homes, located either within a display village or in any other part of the Estate.

Service Email Address for a party means the email address specified for that party in the box headed 'Service Email Addresses' on the front page of this contract.

Services means the services for water, electricity, gas, sewerage and telecommunications.

Services Access Points means access points for the Services including pits, grates, manholes, vents, boxes and the like and includes infrastructure associated with the access points and any access points and the like for any stormwater infrastructure.

SRO Settlement Statement means a settlement statement in respect of the DDF produced by the Purchaser's Legal Practitioner from the Victorian State Revenue Office website.

Stakeholder means Galliot & Co of PO Box 675, Pascoe Vale, VIC 3044 or such other stakeholder appointed by the Vendor from time to time.

Subdivision Works means any works which an Authority requires to be undertaken or the Vendor considers necessary (acting reasonably) before the Plan can be approved and Registered.

Surface Levels Plan means the plan attached to this contract at **Annexure B** showing any works affecting the natural surface of the Land.

TA Act means the *Taxation Administration Act 1953* (Cth).

Title means a separate freehold title for the Land issued from the Victorian Land Registry.

Treasurer means the Treasurer of the Commonwealth of Australia.

Vendor's Statement means the statement made by the Vendor under section 32 of the *Sale of Land Act 1962* (Vic).

Victorian Land Registry means Land Use Victoria (or equivalent from time to time).

1.2 Additional interpretation

Unless otherwise indicated by the context or subject matter:

- (a) a heading may be used to assist in interpretation but is not legally binding;
- (b) a reference to the Property or any other thing includes the whole or any part of the Property or any other thing;

- (c) a reference to a party includes the party's successors and permitted assigns;
- (d) an obligation imposed by this contract on more than one person binds them jointly and severally;
- (e) where a word or phrase is defined, its other grammatical forms have corresponding meanings;
- (f) person includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (g) a reference to a document (including this contract) is to that document as varied, novated, ratified or replaced from time to time;
- (h) a reference to a party, clause, schedule, exhibit, attachment or Annexure is a reference to a party, clause, schedule, exhibit, attachment or Annexure to or of this contract, and a reference to this contract includes all schedules, exhibits, attachments and annexures to it;
- (i) includes in any form is not a word of limitation; and
- (j) a reference to \$ or dollar is to Australian currency.

2. General Conditions

2.1 Amendments

- (a) General Condition 1.1(a) is amended by inserting "and any encumbrance referred to in or arising out of any special condition in this contract of sale" after "caveats".
- (b) General Condition 1.1(b) is amended by inserting "exceptions, conditions and restrictions" after "reservations".
- (c) General Condition 3 is amended by adding a sub-condition 3.3 as follows:

"The Purchaser admits that the Land is identical with the land described in the title particulars set out in the Particulars of Sale."
- (d) General Condition 6 is amended by deleting "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 Completion."
- (e) General Condition 10.3 is amended by inserting "at the offices of the Vendor's Representative or other place nominated by them in Melbourne" after "conducted" and replacing "4.00pm" with "3.30pm".
- (f) General Condition 11.1(b) is deleted and is replaced with "to the Stakeholder".
- (g) General Condition 11.2(b) is deleted and replaced with the following:

"(b) must be paid to the Vendor's licensed estate agent or the Stakeholder and held by the Vendor's licensed estate agent or the Stakeholder on trust for the Purchaser until Registration."
- (h) General Condition 11.4 is deleted and replaced with the following:

"11.4 At settlement, payments may be made or tendered:

 - (a) by cheque drawn on an authorised deposit-taking institution; or

- (b) if the parties agree, by electronically transferring the payment in the form of cleared funds.”.
- (i) General Condition 11.7 is inserted as follows:
 - “11.7 For the purpose of General Condition 11.4:
 - (a) a payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment; and
 - (b) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient’s authorised deposit-taking institution, must be paid by the remitter.”
- (j) General Condition 12.4 is inserted as follows:
 - “12.4 Where the Purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27(1), the Purchaser is also deemed to have accepted title in the absence of any prior express objection to title.”.
- (k) Each reference in the General Conditions to “vendor’s legal practitioner or conveyancer” includes a reference to the Vendor’s Representative.
- (l) In the General Conditions, ‘Stakeholder’ means Galliot & Co of PO Box 675, Pascoe Vale, VIC 3044 or such other stakeholder appointed by the Vendor from time to time.

2.2 Interpretation and deletions

- (a) A reference in the General Conditions to:
 - (i) ‘due date for settlement’ is a reference to Date for Completion;
 - (ii) ‘land’ is a reference to Property;
 - (iii) ‘property’ is a reference to Property;
 - (iv) ‘purchaser’ is a reference to Purchaser;
 - (v) ‘section 32 statement’ is a reference to Vendor’s Statement;
 - (vi) ‘settlement’ is a reference to the completion of the contract;
 - (vii) ‘settlement date’ is a reference to Completion Date; and
 - (viii) ‘vendor’ is a reference to Vendor.
- (b) General Conditions 7, 11.4(c), 13, 14, 17, 18, 20, 23, 24.4, 24.5, 24.6 and 26 are deleted.

2.3 Incorporated definitions

Unless otherwise defined in special condition 1.1, a word or phrase specified in the Particulars of Sale has the same meaning in this contract.

3. Priority of conditions

To the extent there is any inconsistency between the Additional Special Conditions, the Special Conditions and the General Conditions then:

- (a) the Additional Special Conditions prevail over the Special Conditions and the General Conditions; and
 - (b) the Special Conditions prevail over the General Conditions.
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4. Finance

4.1 Contract conditional on finance

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.

4.2 Purchaser to give notice

Within 2 Business Days after the approval date (**Finance Information Date**) the Purchaser must either:

- (a) give notice to the Vendor that the loan application has not been approved and provide evidence of such non-approval; or
- (b) give notice to the Vendor that the loan has been approved and provide a copy of the approval letter (**Evidence of Finance**).

4.3 Purchaser's right to end contract

The Purchaser may end this contract if it gives notice under special condition 4.2(a) but only if the Purchaser:

- (a) immediately applied for the loan;
- (b) did everything reasonably required to obtain approval of the loan;
- (c) serves written notice ending the contract on the Vendor by the Finance Information Date or any later date allowed by the Vendor in writing; and
- (d) is not in default under any condition of this contract when the notice is given.

4.4 Termination by Vendor

- (a) If the Purchaser does not:

- (i) terminate the contract under special condition 4.3; or
 - (ii) comply with special condition 4.2(b),

the Vendor may:

- (iii) by notice in writing to the Purchaser given at any time within 30 days after the Finance Information Date, end this contract with immediate effect; or
 - (iv) by notice in writing to the Purchaser given at any time before the earlier of:
 - A. the Completion Date; and
 - B. the date the Purchaser gives Evidence of Finance to the Vendor,

inform the Purchaser that the Vendor intends to end this contract if the Purchaser does not give Evidence of Finance to the Vendor by the date that is at least 30 days after the date the notice is given.

- (b) If the Vendor gives notice to the Purchaser under special condition 4.4(a)(iv) and the Purchaser does not give Evidence of Finance to the Vendor by the date required in the notice, the Vendor may, by further notice in writing to the Purchaser given at any time end this contract with immediate effect.

4.5 Deposit

The Deposit must be refunded to the Purchaser less the amount of any bank or government charges, if:

- (a) the Purchaser terminates this contract under special condition 4.3; or
- (b) the Vendor ends this contract under special condition 4.4.

5. Purchaser's representations and warranties

5.1 Capacity

The Purchaser represents and warrants that it:

- (a) subject to special condition 4, has the financial capacity to perform its obligations arising out of this contract;
- (b) has full power and authority to enter into, implement and perform its obligations under this contract;
- (c) has obtained all necessary consents to enter into, implement and perform its obligations under this contract; and
- (d) is purchasing the Property on its own behalf as principal or as trustee and not as an agent for a third party.

5.2 Agent

The Purchaser represents and warrants that it was not introduced to the Land or to the Vendor either directly or indirectly by any real estate agent or other person entitled to claim a commission or fee from the Vendor other than the Vendor's agent named in this contract.

5.3 Purchaser as trustee

If the Purchaser enters into this contract as trustee, the Purchaser:

- (a) is bound by this contract both as trustee and in its personal capacity;
- (b) must take steps to ensure the assets of the trust are available to remedy or meet a Claim regarding any breach by the Purchaser under this contract;
- (c) must if the Vendor demands it, assign to the Vendor the Purchaser's rights of indemnity as against the assets of the trust;
- (d) warrants that:
 - (i) it has the power and authority to enter into this contract and bind the trust; and
 - (ii) entry into this contract is due administration of the trust; and
- (e) must provide a copy of the trust instrument to the Vendor within 2 business days of request.

6. Entire agreement

6.1 No warranty, representation or reliance

The Purchaser acknowledges and agrees that:

- (a) this contract represents the whole of the agreement reached between the parties and no other terms, conditions or covenants shall be implied in this contract or arise between the parties by way of collateral or other agreements or by reason of any alleged warranty or representation given or made by or on behalf of the Vendor at the time of or prior to the execution of this contract;
- (b) it has not been induced to enter into this contract by any warranty or representation (verbal or otherwise) made by or on behalf of any other party which is not included in this contract; and
- (c) despite the terms of this special condition, if any warranty or representation has been made by the Vendor or its agent or representative, then the Purchaser confirms, by execution of this contract, that the Purchaser has placed no reliance on such warranty or representation in executing this contract.

6.2 No objection by Purchaser

Subject to any rights of the Purchaser under any legislation which cannot be excluded, the Purchaser must not Object in respect of the matters dealt with in this special condition 6.

7. Guarantee

- (a) The Guarantor provides the Guarantee.
- (b) The Purchaser must cause the Guarantor to provide the Guarantee by signing this contract at the same time that the Purchaser signs this contract.
- (c) The Vendor may terminate this contract by giving a written notice to the Purchaser if the Purchaser fails to comply with this special condition 7 and General Conditions 28.4 and 28.5 will apply upon termination of this contract.

8. Property sold in present condition

8.1 Attorney

- (a) This special condition 8.1 does not apply unless:
 - (i) this contract is a terms contract, as defined in the *Sale of Land Act 1962* (Vic), and the Purchaser intends to lodge a dealing to be Registered over the Land, being a dealing the registration of which requires the Vendor's consent under this contract or otherwise; or
 - (ii) the Purchaser has lodged a caveat or other dealing to be Registered over the Land and, in doing so, is in breach of this contract.
- (b) In consideration for the Vendor entering into this contract, the Purchaser irrevocably appoints the Vendor and each officer of the Vendor, jointly and severally to be the true and lawful attorney of the Purchaser, in the name of, for and on behalf of the Purchaser to consent to any Registered Restrictions or encumbrance lodged or to be lodged by the Vendor, and the Purchaser agrees to ratify and confirm all that an attorney does pursuant to this Special Condition 8.

8.2 Planning Restrictions

Without excluding, modifying or restricting General Condition 1, the Purchaser buys the Property subject to:

- (a) the Registered Restrictions; and
- (b) all other restrictions on the use and development of the Property including those that are imposed or prescribed by Law or an Authority,

(together, the **Planning Restrictions**).

8.3 Purchaser's acknowledgements

The Purchaser acknowledges and agrees that:

- (a) a Planning Restriction does not constitute a defect on the Vendor's title to the Property or affect the validity of this contract;
- (b) the Property is sold for the Price and the Purchaser is not entitled to any rebate, discount or the benefit of any promotional offer unless it is specifically stated in this contract or in a document which varies this contract which has been executed by the Vendor;
- (c) the Purchaser has relied solely on the Purchaser's own inspections and enquiries in relation to:
 - (i) the fitness or suitability of the Property for any particular purpose of the Purchaser including any financial return, income and investment potential of the Property; and
 - (ii) the Purchaser's rights and obligations under this contract; and
- (d) the Property Information was made available to the Purchaser by the Vendor or the Vendor's representatives on the express basis that no representation or warranty was made or given by the Vendor or the Vendor's representatives about the accuracy, currency, exhaustiveness or completeness of the Property Information and the Purchaser has relied solely on the Purchaser's own inspections and enquiries in relation to the Property Information.

8.4 No objection by Purchaser

Subject to any rights of the Purchaser under any legislation which cannot be excluded, the Purchaser must not Object because of anything in connection with any of the matters referred to in special conditions 8.1 to 8.3.

9. Registration of Plan

9.1 Application of special condition

This special condition 9 applies if, as at the Contract Date, the Plan is not Registered, as indicated by the 'NO' box next to the 'Plan Registered' section in the Reference Schedule being marked.

9.2 Contract conditional on registration of Plan

- (a) Completion of this contract is conditional upon Registration occurring by the Registration Sunset Date.
- (b) The Vendor must, at its cost, take reasonable steps to obtain Registration by the Registration Sunset Date.

- (c) The Vendor must give the Purchaser or the Purchaser's legal practitioner or conveyancer written notice of Registration within a reasonable time after Registration occurs.

9.3 Preliminary Plans

The Vendor discloses that Preliminary Plans may be required to be registered to create a separate parcel of land over which the Plan will be registered. The Property comprises a lot in the Plan.

9.4 Alterations to Land and Plans

- (a) The Vendor discloses and the Purchaser acknowledges that, subject to section 9AC of the *Sale of Land Act 1962* (Vic), the Vendor may alter the Land or the Property, the Preliminary Plan and the Plan or any of them in any way (including to make Minor Alterations) and the Purchaser must not Object in relation to the alteration.
- (b) The Vendor may register any easement or other encumbrance over the Land or the Property which is:
 - (i) shown on the Preliminary Plan or the Plan or which relates to matters disclosed or dealt with in this contract; or
 - (ii) required by the Vendor, under the Development Consent or by an Authority, or otherwise in relation to the development of the Land, the Property or the Estate,

and the Purchaser must not Object to such easements and other encumbrances.

- (c) The Vendor may at any time serve notice, if:
 - (i) the Vendor makes or proposes to make an alteration to:
 - A. the Land or the Property;
 - B. the Preliminary Plan or the Preliminary Plan Instrument (to the extent the alteration affects the property);
 - C. the Plan or the Plan Instrument (to the extent the alteration affects the Property); or
 - (ii) the Vendor registers or proposes to register easements or other encumbrances over the Land or the Property other than easements or encumbrances shown on the Preliminary Plan, and/or the Plan or disclosed in this contract.

9.5 Amendments to Plan

The provisions of special condition 9.4 and section 10(1) of the *Sale of Land Act 1962* (Vic) do not apply in respect of the final location of an easement shown on the Plan.

9.6 Rescission of contract

- (a) If the Plan is not Registered before the Registration Sunset Date:
 - (i) the Purchaser may, at any time after the Registration Sunset Date but only before the Plan is Registered, rescind this contract by written notice served on the Vendor; and
 - (ii) the Vendor may, at any time after the Registration Sunset Date give to the Purchaser a notice of proposed rescission of this contract under which the Vendor seeks the Purchaser's written consent to rescind this contract.

- (b) The parties acknowledge and agree that:
 - (i) the Purchaser has the right, but is not obliged, to consent to the proposed rescission of this contract under special condition 9.6(a)(ii);
 - (ii) if the Purchaser consents to the proposed rescission of this contract under special condition 9.6(a)(ii), the parties are deemed to have rescinded this contract on the date that the Purchaser provides written notice of its consent to the Vendor;
 - (iii) if the Purchaser does not consent to the proposed rescission of this contract under special condition 9.6(a)(ii), the Vendor may apply to the Supreme Court of Victoria for an order permitting the Vendor to rescind this contract; and
 - (iv) the Supreme Court of Victoria may make an order permitting the rescission of this contract, if the Supreme Court of Victoria is satisfied that making the order is just and equitable in all the circumstances.
- (c) If this contract is rescinded under special condition 9.6(a)(i) or special condition 9.6(b)(ii):
 - (i) the Vendor must refund to the Purchaser all money paid under this contract;
 - (ii) any Deposit accepted by the Vendor under general condition 11.1 will be returned to the Purchaser or Deposit issuer for cancellation; and
 - (iii) unless the Supreme Court of Victoria makes an order granting reasonable compensation of the Purchaser, the Purchaser will not be entitled to any compensation from the Vendor in respect of any losses, costs, fees or other expenses paid or incurred by the Purchaser in relation to this contract.

10. Services

10.1 Availability and location

- (a) The Purchaser acknowledges that the Services Access Points or connection points for the Services may be located in the road, the road verge, at the kerb inlet, within the Property or on the boundary of the Property (as applicable).
- (b) The Purchaser is purchasing the Property subject to any Services and Services Access Points located within the Property or on the boundary of the Property at the Completion Date.
- (c) The Purchaser must at its cost arrange for:
 - (i) the connection of all Services from their connection points to any dwelling house to be constructed on the Land; and
 - (ii) the construction and installation any other services required by the Purchaser.
- (d) The Purchaser will not be entitled to Object in respect of:
 - (i) the nature or location of the Services;
 - (ii) the nature, location or availability or non-availability of any other service;
 - (iii) all or any of the Services not being available for connection by the service providers as at Completion;
 - (iv) whether or not the Property is subject to or has the benefit of any rights or easements in respect of the Services or any other service, or mains, pipes or connections for such services;

- (v) any water or sewerage main or any underground or surface stormwater pipe or drain passes through, over or under the Property; and
- (vi) any Services Access Points located on the Property or near the Property.

11. Vendor's works

11.1 Subdivision Works

To the extent that they have not already been performed or completed as at the Contract Date:

- (a) the Vendor undertakes at its cost to perform or cause to be performed the Subdivision Works; and
- (b) the Vendor may carry out the Subdivision Works on the Property, the Land and surrounding land prior to Completion.

11.2 Works affecting natural surface level

- (a) The Vendor discloses to the Purchaser that there are no works affecting the natural surface level of the Land or any land abutting the Land which is in the same subdivision as the Land which to the Vendor's knowledge have been carried out on that land after the certification of the Plan and before the Contract Date or are at the Contract Date being carried out or proposed to be carried out on that land except any works which may be disclosed on the Surface Levels Plan.
- (b) The Vendor may undertake works affecting the natural surface level of the Land in accordance with the Surface Levels Plan by cutting, excavating, grading, levelling, placing fill or placing soil on the Land, removing soil from the Land or by carrying out any other works on the Land.

11.3 Purchaser's acknowledgements

The Purchaser acknowledges and agrees that:

- (a) the contours of the Property and the Land may change after the Subdivision Works are completed;
- (b) the Subdivision Works may include:
 - (i) Services Access Points located within the boundary of the Land; and
 - (ii) street trees planting,which may affect construction on the Property including the location of any driveway;
- (c) soil and site classification reports cannot be undertaken until the Vendor completes the Subdivision Works and the Vendor will not be undertaking soil and site classification reports for the property;
- (d) the Purchaser must make and rely on the Purchaser's own enquiries as to the soil and site classification of the property, including obtaining any necessary reports and compliance with any easements and restrictions that may apply to the property, including in relation to footings to be designed by a structural engineer if applicable;
- (e) the Subdivision Works may include construction of Retaining Structures on the Land and the Property; and
- (f) the Subdivision Works or other works in connection with the Vendor's development of the Estate may not be fully completed by Completion of this contract and the Purchaser grants the Vendor (including any employees, officers, contractors and consultants of the

Vendor) a licence to access the Land after the Completion Date of this contract to complete the Subdivision Works and other such works.

11.4 Purchaser to maintain property after Completion

- (a) After Completion the Purchaser must:
 - (i) not and must ensure that any appointed builder or other agent of the Purchaser does not store or dump any materials or waste on any land outside of the Property;
 - (ii) secure temporary fencing around the Property to ensure that no dumping of rubbish, refuse or rubble occurs on the Property;
 - (iii) keep the Property in a clean and tidy state and condition including arranging regular mowing of lawns and regular collection and removal of rubbish, refuse and rubble from the Property; and
 - (iv) ensure that no building materials or other goods associated with building activities on the Property are stored on any nature strip or street adjoining the Property.
- (b) If the Purchaser fails to comply with any of its obligations under special condition 11.4(a) the Vendor may, at the Purchaser's cost, take such action as the Vendor considers is reasonably necessary to remedy the non-compliance and the costs incurred by the Vendor will comprise a debt owed by the Purchaser to the Vendor. The Purchaser grants the Vendor (including any employees, officers, contractors and consultants of the Vendor) a licence to access the Property after the Completion Date of this contract for the purposes of the Vendor exercising its rights under this special condition.

11.5 No objection

The Purchaser must not Object in relation to any Subdivision Works or any matter referred to in special condition 11.3.

12. Vendor's additional rights to terminate

12.1 Incapacity of Purchaser

If the Purchaser being a natural person, dies or becomes incapable because of unsoundness of mind to manage the Purchaser's own affairs, then the Vendor may terminate this contract by giving the Purchaser a written notice and the Deposit will be refunded to the Purchaser upon termination of this contract.

12.2 Insolvency of Purchaser

Without affecting any of the Vendor's other rights or remedies, if the Purchaser being a corporation:

- (a) goes into liquidation or provisional liquidation or an application is made for it to be wound up;
- (b) has a receiver, manager, receiver and manager, administrator, controller (as defined in section 9 of the *Corporations Act 2001* (Cth)) or similar officer appointed to it or any of its assets;
- (c) makes an assignment for the benefit of or enters into an arrangement or composition with its creditors;
- (d) is insolvent or presumed insolvent under the *Corporations Act 2001* (Cth) or stops payment of any of its debts; or

- (e) anything occurs in connection with the Purchaser under the Law of any applicable jurisdiction (other than under the Bankruptcy Act 1966) having a substantially similar effect to the events specified in this special condition 12.2,

the Purchaser is regarded as not having complied with this contract in an essential respect and the Vendor can terminate this contract and General Conditions 28.4 and 28.5 will apply upon termination of this contract.

13. Completion

13.1 Date for Completion

The Date for Completion will be the latest of:

- (a) the date which is 30 days from the Contract Date;
- (b) if special condition 9 applies, the date which is 14 days after the Vendor notifies the Purchaser in writing of Registration; and
- (c) if special condition 28.3 applies, the date which is 5 days after the date that FIRB Approval is granted.

13.2 Place and time of completion

Completion of this contract must occur on the Date for Completion and subject to special condition 30.1(a), in Melbourne CBD at a venue and at a time nominated by the Vendor, unless otherwise agreed by the Vendor.

13.3 Interest for late completion

- (a) If for any reason not attributable solely to the Vendor, the Purchaser does not pay the balance of the price to the Vendor by the Date for Completion, the Purchaser on Completion of this contract must pay to the Vendor as liquidated damages an amount calculated at the Default Rate on a daily basis on the balance of the price from the day after the Date for Completion until the Completion Date.
- (b) The Vendor is not obliged to complete this contract unless the Purchaser pays the liquidated damages under special condition 13.3(a) on Completion.
- (c) The Vendor's rights under this special condition are without prejudice to the rights, powers and remedies otherwise available to the Vendor.

14. Adjustment to Price

14.1 Council and water rates – no separate assessment

If by Completion the Vendor has been advised a separate assessment of council rates or water and sewerage rates or any other adjustable assessment or other outgoing will not issue for the Property for the rating year current at Completion (in respect of council rates) or the quarter current at Completion (in respect of water and sewerage rates) then:

- (a) on Completion, adjustments for council or water and sewerage rates or any other adjustable assessment or other outgoing, for the Property, as applicable, will be apportioned between the Vendor and the Purchaser on the basis of the area which the Land bears to the total area of the land the subject of those rates, taxes, assessments or other outgoings;
- (b) the parties are not required to make any further adjustment of council rates or water and sewerage rates when a separate assessment issues for those rates;

- (c) the Purchaser will pay the actual separate assessments for those rates for the relevant rating year or quarter (as applicable) when they issue; and
- (d) the Vendor will, in accordance with special condition 14.3, pay those council or water rates for the Land for the relevant rating year or quarter (as applicable) if and when they issue.

14.2 Council and water rates – separate assessment

If by Completion:

- (a) a separate assessment of council rates or water and sewerage rates has issued; or
- (b) the council or water authority has advised the Vendor that a separate assessment will be issued before Completion,

for the Property for the rating year current at Completion (in respect of council rates) or the quarter current at Completion (in respect of water and sewerage rates), then:

- (c) if the separate assessment has actually issued, on Completion:
 - (i) adjustments for council or water rates as applicable will be made on the amounts referred to in the separate assessment as if they were paid with a Purchaser allowance for the period from the Completion Date until the end of the rating year current at Completion (in respect of council rates) or the quarter current at Completion (in respect of water and sewerage rates); and
 - (ii) the Vendor will direct the Purchaser to draw a cheque from the balance of the price payable on Completion to pay for those rates; or
- (d) if the separate assessment has not issued, on Completion:
 - (i) adjustments for council or water and sewerage rates, as applicable, will be as contemplated in special condition 14.1(a) and the parties are not required to make any further adjustment of council rates or water and sewerage rates (or any other adjustable assessment or outgoing) when a separate assessment issues for those rates; and
 - (ii) the Purchaser will pay any actual separate assessments for those rates for the relevant rating year or quarter (as applicable) when they issue.

14.3 Parent title land tax and periodic outgoings

Where any council rates, water and sewer rates, land tax, charges or other periodic outgoings in respect of the Property for the rating year or period current at Completion (or any prior rating year or period) have been assessed on the title of any part of the Land that includes the Property (**Parent Title**) but have not been separately assessed for the Property, subject to special condition 14.2, the Vendor undertakes to pay those assessments on or before the due date for payment and the Purchaser cannot Object, require the Vendor to pay those assessments on or before Completion or require the Vendor to remove any charge on the Parent Title for any rate, tax, charge or periodic outgoing on or before Completion.

14.4 Land tax adjustment

The parties acknowledge and agree that:

- (a) if a separate assessment for land tax in respect of the Property for the current Land Tax Year has not been issued, then the adjustment for land tax will be made as contemplated in special condition 14.1(a); or
- (b) if a separate assessment for land tax in respect of the Property for the current Land Tax Year has issued, then the adjustment for land tax will be made on the actual land tax assessment amount for the Property on a proportional basis,

and:

- (c) land tax is to be adjusted as if it were paid with a Purchaser allowance for the period from the Completion Date until the end of the relevant Land Tax Year; and
- (d) no regard is to be had to any actual assessment for the Property when it issues.

14.5 Land tax if completion delayed

- (a) Regardless of whether a land tax adjustment is required to be made under this contract, if, as a result of the Purchaser's breach or an extension requested by the Purchaser, Completion of this contract takes place on a date that is after 31 December immediately following the original Date for Completion then:
 - (i) the Purchaser's extension or breach will result in an increase in the Vendor's land tax assessment for the Land Tax Year(s) following the Date for Completion as a result of the Property continuing to be included in the Vendor's total landholdings in the State of Victoria; and
 - (ii) the additional land tax that the Vendor will incur in accordance with this special condition is a reasonably foreseeable loss or cost incurred by the Vendor as a direct result of the Purchaser's breach or extension in respect of which the Vendor is entitled to compensation or reimbursement from the Purchaser.
- (b) If this special condition applies then, on Completion, in addition to the balance of the price and any other money payable to the Vendor under this contract, the Purchaser must pay to the Vendor as compensation or reimbursement on account of the additional land tax being incurred by the Vendor, an amount equal to the following:
 - (i) the actual land tax assessment amount for the Property (if available); or
 - (ii) if the actual land tax assessment for the Property is not available, an amount calculated on the following basis:
 - A. the Vendor owned the Property and other Victorian land; and
 - B. if there is no separate taxable value for the Property for the Land Tax Year, the amount reasonably determined (including but not limited to by calculating its separate taxable value on a proportional area basis) by the Vendor as the estimated taxable value for the Land Tax Year (being an amount no greater than the price).
- (c) If the additional land tax payable by the Vendor under special condition 14.5(a) is less than the amount paid by the Purchaser under special condition 14.5(b), the Vendor must refund the difference to the Purchaser within 21 days of the later of a request being made by the Purchaser to readjust land tax and the Vendor receiving notice of assessment of land tax payable for the Property.

14.6 Fencing notices

- (a) General Condition 21 obliges the Purchaser to comply with any notice to fence served on the Vendor after the Contract Date (and the Vendor must give the Purchaser a copy of the notice).
- (b) Despite General Condition 21, the Vendor may elect to comply with a notice to fence served on the Vendor after the Contract Date by paying 50% of the cost of construction of a dividing fence. If the Vendor does so, the Purchaser must allow the amount paid by the Vendor as an increase to the Price under General Condition 15.2.

14.7 Statement of adjustments

- (a) If, at the Contract Date, the Land is a lot on an unregistered plan of subdivision, the Vendor must prepare the statement of adjustments and deliver these to the Purchaser or its solicitor not later than 5 Business Days prior to the Completion Date.
- (b) If, at the Contract Date, the Land is a lot on a registered plan of subdivision, the Purchaser must prepare the statement of adjustments and deliver these to the Vendor or its solicitor not later than 5 Business Days prior to the Completion Date.
- (c) The Purchaser or the Vendor (as the case may be) must confirm within 2 Business Days after receipt of the statement of adjustments that it either accepts or queries the contents of that statement.

14.8 No merger

This special condition 14 does not merge on Completion or termination of this contract.

15. Design Essentials and use

15.1 Design Essentials

- (a) The Purchaser acknowledges the Land forms part of the Estate.
- (b) The Purchaser agrees to be bound by the Design Essentials current at the time its builder prepares the Purchaser's Plans and Specifications.
- (c) The Vendor has no obligations to enforce and may vary, relax or waive any of the requirements under the Design Essentials in relation to other land sold by the Vendor. The Purchaser acknowledges the Vendor's rights under this special condition 15 and must not Object.
- (d) The Design Essentials will remain in force until the later of:
 - (i) the date that is 36 months from Completion; and
 - (ii) the date of completion of the sale of the last lot in the Estate owned by the Vendor (as determined by the Vendor).
- (e) The expiry of the Design Essentials does not affect any breach of the Design Essentials as at the expiry date.
- (f) To the extent there is any inconsistency between the Registered Restrictions, the Design Essentials, the General Conditions, the Additional Special Conditions and these special conditions, then:
 - (i) the Registered Restrictions;
 - (ii) the Additional Special Conditions;
 - (iii) the special conditions;
 - (iv) the General Conditions; and
 - (v) the Design Essentials,will prevail in that order.
- (g) If the Purchaser submits the Purchaser's Plans and Specifications to the Vendor for its review and approval, the Purchaser acknowledges and agrees that:

- (i) the Vendor is only reviewing the Purchaser's Plans and Specifications for the purpose of checking the Purchaser's compliance with the Design Essentials and for no other purpose; and
- (ii) if the Vendor gives its approval to the Purchaser's Plans and Specifications or provides any assistance or information to the Purchaser in relation to the Purchaser's Plans and Specifications, then such approval, assistance or information provided by the Vendor will not constitute any representation or warranty by the Vendor or any of its representatives in relation to the adequacy, suitability or fitness of the Purchaser's Plans and Specifications for any purpose (including for council approval or Authority approval purposes).

15.2 Construction of a dwelling house

- (a) The Purchaser must:
 - (i) obtain all necessary Authority approvals for the construction of a dwelling house on the Property;
 - (ii) substantially commence the construction of a dwelling house on the Land in accordance with the Design Essentials on or before the Construction Commencement Date;
 - (iii) following substantial commencement of construction, continually progress construction of the dwelling house in a timely manner;
 - (iv) ensure the Property is kept clean, presentable and safe at all times until construction is completed; and
 - (v) complete construction of the dwelling house, the Landscaping and all fencing on or before the Construction Completion Date.
- (b) For the purposes of special condition 15.2(a):
 - (i) **substantially commence** means erection of the footings and slab; and
 - (ii) **complete** and **completion** means issue of an occupancy permit in respect of the dwelling house.

15.3 Fibre Optic Network

- (a) The Vendor does not warrant that Network Infrastructure will be available to the Property on Completion.
- (b) If the Property is located adjacent to infrastructure which will allow physical connection to the national broadband fibre optic network:
 - (i) the Purchaser must (at the Purchaser's cost) adopt and ensure compliance with the NBN Building Ready Specifications and appropriate building wiring specifications when constructing a dwelling house on the Property; and
 - (ii) the Purchaser acknowledges that:
 - A. the Vendor has not made any representations or given any warranties about the cost of compliance with the NBN Building Ready Specifications and appropriate building wiring specifications;

- B. the Purchaser must make its own enquiries about the NBN Building Ready Specifications and appropriate building wire specifications;
- C. the NBN Building Ready Specifications must be complied with to enable the Property to be connected to the Network Infrastructure;
- D. failure to comply with the NBN Building Ready Specifications will either:
 - 1) prevent connection to the Network Infrastructure; or
 - 2) require the Purchaser to incur additional costs in order to connect to the Network Infrastructure.

15.4 Re-sale Deed obligation

- (a) The Purchaser acknowledges that this contract includes obligations which continue after Completion, including under special conditions 15.1, 15.2, 15.3 and other provisions concerning the construction of a dwelling house on the Land and the Design Essentials.
- (b) The Purchaser agrees that, having regard to the Purchaser's continuing obligations referred to in special condition 15.4(a), the Purchaser must not sell, transfer, assign or otherwise dispose of the Property or its interest in the Property prior to completion of construction of a dwelling house on the Land in accordance with this contract without first delivering to the Vendor the Re-sale Deed signed by the new purchaser, transferee or disponent (**New Purchaser**) in favour of the Vendor, agreeing to comply with the Design Essentials and the Purchaser's obligations under this special condition 15 and any other continuing obligations of the Purchaser under this contract.
- (c) The Purchaser must, at its cost:
 - (i) ensure that the Re-sale Deed is completed duly signed by all relevant parties to the Re-sale Deed before Completion of the contract between the Purchaser and the New Purchaser;
 - (ii) date the Re-Sale Deed with the date of Completion of the contract between the Purchaser and the New Purchaser; and
 - (iii) deliver the completed, signed and dated Re-Sale Deed to the Vendor immediately after Completion of the contract between the Purchaser and the New Purchaser.
- (d) If the Purchaser requests the Vendor prepare the Re-sale Deed and the Vendor agrees, the Purchaser must meet the Vendor's reasonable costs of doing so.
- (e) The Purchaser must not erect any "For Sale" or similar sign or banner on the Property at any time prior to the date which is 6 months after the Completion Date.

15.5 Indemnity

The Purchaser indemnifies the Vendor against all Claims suffered or incurred by the Vendor arising from a failure by the Purchaser to comply with its obligations under this special condition 15 including a failure to obtain the Re-sale Deed.

16. Vendor caveat

16.1 Charge

In order to better secure the performance of the obligations of the Purchaser under special condition 15 the Purchaser, upon Completion, charges its interest in the Land in favour of the Vendor (**Charge**).

16.2 Caveat

The Purchaser acknowledges that the Vendor may, after Completion, lodge a Caveat at the Victorian Land Registry claiming an interest in the Land pursuant to the Charge.

16.3 Withdrawal of caveat

Within 10 Business Days of receipt of a request from the Purchaser, the Vendor must provide a withdrawal of the caveat lodged by it under special condition 16.2 if the Purchaser has complied with all of its obligations under special condition 15.

17. Retaining Structures

17.1 Application of special condition

This special condition 17 applies if the Retaining Structures:

- (a) have been constructed on the Land (whether wholly or partially) by or on behalf of the Vendor as at the Contract Date; or
- (b) will be constructed on the Land by or on behalf of the Vendor after the Contract Date.

17.2 Purchaser's obligations

The Purchaser must:

- (a) consult a qualified engineer regarding appropriate offsets and suitable footing systems for any dwelling or structure (including any associated works) to be constructed adjacent to or near any Retaining Structures before commencing construction of the dwelling or structure (including any associated works) on the Land;
- (b) not do anything or cause anything to be done to affect the structural integrity of the Retaining Structures;
- (c) not remove, replace or alter the Retaining Structures;
- (d) keep and maintain the Retaining Structures in a sound structural condition; and
- (e) repair any damage to the Retaining Structures including any damage to drains or disturbance to backfill caused by the construction of:
 - (i) any dwelling or structure (including any associated works) adjacent to or near the Retaining Structures; or
 - (ii) any fence above, adjacent to or near the Retaining Structures.

17.3 No objection by Purchaser

Subject to any rights of the Purchaser under any relevant legislation which cannot be excluded, the Purchaser must not Object to the Retaining Structures or in respect of any other matter dealt with in this special condition 17.

17.4 Indemnity

The Purchaser is liable for and indemnifies the Vendor on demand against all Claims arising from or in connection with:

- (a) any damage to the Retaining Structures caused or contributed to by any act, omission, negligence or default of the Purchaser, the Purchaser's contractors or any other person acting on the Purchaser's behalf;
- (b) any damage to the Purchaser's dwellings or structures constructed on the Land adjacent to or near the Retaining Structures;
- (c) any damage to dwellings or structures constructed on land adjoining or surrounding the Land caused or contributed to by any act, omission, negligence or default of the Purchaser, the Purchaser's contractors or any other person acting on the Purchaser's behalf; or
- (d) any failure by the Purchaser to comply with its obligations under special condition 17.2.

17.5 No merger

This special condition 17 does not merge on Completion or termination of this contract.

18. Stormwater discharge

18.1 Purchaser's acknowledgements

- (a) The Purchaser acknowledges that:
 - (i) construction of a Retaining Structure or any alteration of the landform, will change the overland flow path which may cause stormwater runoff to be redirected and concentrated on adjoining properties and may as a result, create a nuisance; and
 - (ii) it may be necessary for a drainage system (such as a concrete swale and catch basin, drainage aggregate, geotextile sleeve and perforated pipe) to be installed to redirect surface water through underground pipes to lawful points of discharge including:
 - A. roadside kerb and channel; or
 - B. inter-allotment drainage systems.
- (b) If the Purchaser constructs a Retaining Structure or alters the landform, in addition to obtaining all relevant approvals for the construction of the Retaining Structure, the Purchaser will:
 - (i) discuss the altered overland stormwater flow between the Property and neighbouring properties with the respective owners of the neighbouring properties;
 - (ii) use reasonable endeavours to achieve a mutually satisfactory drainage solution to achieve a lawful point of discharge and not create a nuisance; and
 - (iii) be responsible for and shall connect any:
 - A. altered overland stormwater flow; and
 - B. drainage lines at the base of any Retaining Structures;to a lawful point of discharge via the yard drainage or roof water systems installed as a part of the dwelling house construction on the Land.

18.2 No objection by Purchaser

The Purchaser must not Object in relation to any of the matters disclosed in this special condition 18.

18.3 No merger

This special condition 18 does not merge on Completion or termination of this contract.

19. Development of Estate

19.1 Development of Estate

The Purchaser acknowledges that:

- (a) the Land forms part of the Estate, which will be progressively developed in stages over time;
- (b) the Estate may not be fully developed by the date of Registration or the Date for Completion;
- (c) the timing for commencement and completion of each stage of the development of the Estate will be determined by the Vendor in its absolute discretion;
- (d) parts of the Estate may be consolidated, subdivided, dedicated or remain undeveloped or sold by the Vendor in its absolute discretion and the Vendor makes no warranty or representation as to what use any part of the Estate may be put;
- (e) the Vendor may review at any time the proposed development of the Estate including:
 - (i) the configuration, size, nature and use of the lots or proposed lots within the Estate; and
 - (ii) the name of roads and parks within the Estate shown on any plan or document,

and any document showing the proposed development of the Estate may be modified as a result of such review; and

- (f) the Vendor may alter proposals for the development of the Estate including by applying for parts of the Estate to be rezoned to allow those parts to be used for purposes not currently permissible and the Vendor makes no warranty or representation that the Estate will be constructed in the form contemplated under any current development consent or under any existing development restrictions;
- (g) without limiting special condition 19.1(e), the Vendor makes no warranty or representation as to:
 - (i) whether the Estate will or will not include playgrounds, parklands, lakes or water courses, sports grounds, retail or commercial developments, child care centres, schools, community facilities, cycling facilities or public open spaces; or
 - (ii) the nature or density of any development within the Estate, or within any stage of the Estate, including whether any stage will comprise commercial or residential development and, if residential, whether that development will comprise low density dwellings, medium density dwellings, high density dwellings, townhouses, multiple dwelling lots, duplexes, villas or retirement dwellings.

19.2 Development Activities

As a result of the matters outlined in special condition 19.1, the Land, the Purchaser and occupiers of the Land may be affected by the Development Activities. The Development Activities may result in any of the following (without limitation):

- (a) noise, dust, vibration and disturbance to the occupiers of the Land within the lawful requirements of any relevant Authority and during any hours permitted by any relevant Authority;
- (b) temporary obstruction or interference with any Services or other services to the Land;
- (c) access to the Land being temporarily diverted during the course of the Development Activities;
- (d) construction traffic adjacent to or passing by the Land;
- (e) construction waste being located near or in close proximity to the Land;
- (f) damage to driveways, landscaping or footpaths within the Estate;
- (g) building materials, vehicles, equipment or fill being stored on adjacent land or roads within the Estate; or
- (h) other disruptions, disturbances or inconveniences associated with the Development Activities.

19.3 Roads

The Vendor discloses that:

- (a) the Vendor intends to dedicate roads within the Estate to council in stages;
- (b) roads within the Estate may be closed or gated and access restricted (but not to the property) whilst the Vendor undertakes the Development Activities;
- (c) use of the roads within the Estate will be shared with construction traffic whilst the Vendor undertakes the Development Activities;
- (d) the Vendor may not complete the final seal of roads within the Estate until completion of the Development Activities; and
- (e) the configuration of roads within the Estate have not been finalised and the Vendor may vary the location of roads or the manner of managing traffic on them.

19.4 Selling and Leasing Activities

Until the Vendor completes the sale of all proposed residential and other lots within the Estate, the Vendor and persons authorised by the Vendor are entitled to and will conduct the Selling and Leasing Activities.

19.5 Address

The Vendor discloses that the address of the Property at Completion may be different from the address of the Property shown on the front page of this contract or any address shown in the Plan.

19.6 Staging the development

- (a) The Vendor may elect in its absolute discretion to stage the Estate and the Plan as contemplated by section 37 of the *Subdivision Act 1988* (Vic).
- (b) Amendments to the Plan or to any stage of the Estate or the Plan pursuant to section 37 of the *Subdivision Act 1988* (Vic) will be a Minor Alteration to which special condition 9.4 applies.

19.7 No objection

Subject to any rights of the Purchaser under any relevant legislation which cannot be excluded, the Purchaser must not, including after Completion:

- (a) Object in respect of the matters dealt with in this special condition 19; or
- (b) make any Claim or seek to enforce any judgment or order against the Vendor or other party carrying out the Development Activities unless the Development Activities are not being carried out in accordance with the relevant consent Authority's approval or lawful requirements.

19.8 No merger

This special condition 19 does not merge on Completion or termination of this contract.

20. No caveat or priority notice

- (a) The Purchaser must not lodge or permit to be lodged any caveat or priority notice affecting the Land or the Vendor's surrounding land (including any part of the Estate) before Registration.
- (b) If a caveat or a priority notice has been lodged in respect of the Land before Registration:
 - (i) the Purchaser must immediately withdraw the caveat or priority notice; or
 - (ii) if the caveat or priority notice has been lodged by a person claiming through or under the Purchaser, then the Purchaser must procure that that person immediately withdraws the caveat or priority notice.
- (c) The Purchaser is liable for and indemnifies the Vendor on demand against any Claims suffered or incurred by the Vendor in connection with or arising from a breach of special condition 20(b).
- (d) The Purchaser must complete this contract even if a caveat has been lodged over the Land by any person claiming through or under the Purchaser.

21. Personal property securities register

- (a) Any Security Interest registered in respect of the Vendor under the PPSA is not an Encumbrance for the purposes of this contract.
- (b) The Purchaser must not Object to any Security Interest and the Purchaser agrees that the Vendor is not required to:
 - (i) release or otherwise discharge any Security Interest; or
 - (ii) produce to the Purchaser a deed of release of the Property (or any part of the Property) from the Security Interest at or prior to Completion.

22. Vendor's right to transfer Property

- (a) If the Vendor transfers the Parent Title (or that part of the Parent Title which includes the Property) to another party or parties (**Transferee**) prior to the Completion Date, the Purchaser agrees and consents to:
 - (i) the transfer of the Parent Title to the Transferee;
 - (ii) the Vendor assigning or novating the benefit of this contract to the Transferee;
 - (iii) accept, on Completion, a transfer of the Property in registrable form duly executed by the Transferee; and
 - (iv) release the Vendor from all obligations (including those arising prior to the transfer, assignment or novation) under this contract.
- (b) Any notice of assignment or novation of this contract to the Transferee given by the Vendor to the Purchaser will be conclusive evidence of an assignment or novation (as the case may be) of this contract, and the Purchaser must perform the obligations under this contract in relation to the rights assigned or novated (as the case may be) as if the Transferee were the Vendor.
- (c) The Purchaser acknowledges and agrees that, if the Vendor assigns or novates the benefit of this contract to the Transferee, the Purchaser must sign any document required by the Vendor (as determined in its absolute discretion) which may include a deed of covenant or a deed of novation where the Purchaser agrees to perform its obligations under this contract in relation to the rights assigned or novated (as the case may be) as if the Transferee were the Vendor.
- (d) The Purchaser must not Object to any reasonable methods employed by the Vendor in its endeavours to sell land in the Estate including with the placement of signs, provided that the Vendor does not unreasonably interfere with the Purchaser's use of the Property.

23. Nomination

23.1 Purchaser may nominate

The Purchaser may nominate a substitute or additional transferee if:

- (a) the Purchaser is not in default under this contract; and
- (b) the Purchaser complies with special condition 23.2.

23.2 Nomination process

Subject to special condition 23.1, the Purchaser may nominate a substitute or additional purchaser by delivering to the Vendor's Representative, no later than 21 days before the Date for Completion a completed and executed notice of nomination in the form attached to this contract as Annexure G.

23.3 Purchaser remains liable

- (a) The Purchaser remains personally liable for the performance of all of the Purchaser's obligations under this contract despite the nomination of any substitute or additional transferee.
- (b) The Purchaser is liable for and indemnifies the Vendor on demand against all Claims arising from or in connection with the nomination.

24. Confidentiality

- (a) The parties agree that the matters set out in this contract are strictly confidential.
- (b) Subject to special condition 24(c), the parties must not disclose the terms or contents of this contract to any third party except:
 - (i) where required by Law or a stock exchange;
 - (ii) where required to allow the party to perform its obligations under this contract;
 - (iii) to the party's employees, auditors, legal advisors, accountants, agents, contractors or financiers or its financiers' legal advisors; or
 - (iv) with the consent of the other party.
- (c) The Purchaser consents to the Vendor:
 - (i) disclosing the terms or contents of this contract to:
 - A. any third party providing electronic signature technology or digital transaction services to the Vendor in connection with this contract; or
 - B. any potential purchaser of the Vendor's interest in the Property; and
 - (ii) making any announcement it considers appropriate in relation to the Vendor or its business which may include information relating to this contract.

25. Personal information

- (a) The Purchaser:
 - (i) acknowledges the Vendor has collected personal information (as determined in the *Privacy Act 1988* (Cth)) of the Purchaser for the purposes set out in the Privacy Policy; and
 - (ii) consents to the Vendor disclosing the personal information of the Purchaser that it has collected to:
 - A. the parties disclosed in the Privacy Policy to whom the Vendor may disclose personal information;
 - B. the owner of land adjoining the Property (**Adjoining Owner**) upon receiving a request from the Adjoining Owner, for the purpose of any notice which the Adjoining Owner wishes to issue to the Purchaser pursuant to the *Fences Act 1968* (Vic) in relation to fencing work and such disclosure to only comprise of the Purchaser's name, address, telephone number(s) and/or email address;
 - C. PEXA or any other electronic lodgement network operator; and
 - D. any person or company engaged or appointed by the Vendor to provide customer relations services or other services to the Vendor.
- (b) The Purchaser acknowledges that the Vendor has no control over how the recipient third parties referred to in special condition 25(a)(ii) (other than related bodies corporate of

the Vendor) (**Recipient Third Parties**) may use, disclose or otherwise handle the Purchaser's personal information which has been disclosed to them.

- (c) The Vendor is not liable for and the Purchaser releases the Vendor from all Claims arising from or in connection with how the Recipient Third Parties use, disclose or otherwise handle the Purchaser's personal information.

26. GST

26.1 Construction

In this special condition 26:

- (a) words and expressions which are not defined in this contract but which have a defined meaning in GST Law have the same meaning as in the GST Law;
- (b) **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (c) **GST Law** has the meaning given to that expression in the GST Act.

26.2 Consideration and GST

- (a) The Price includes any GST payable on the supply of the Property to the Purchaser under or in connection with this contract.
- (b) For any other supply under this contract, unless expressly stated, all prices and other sums payable or consideration to be provided under this contract for those supplies are exclusive of GST.

26.3 Margin scheme

- (a) This special condition 26.3 applies if the Vendor states in the part of the Particulars of Sale with the heading '**GST**' that the margin scheme will be used to calculate GST in respect of the supply of the Property.
- (b) On the basis that the Vendor considers that it is eligible to apply the margin scheme in accordance with Division 75 of the GST Act to determine the GST payable on the supply of the Property, subject to special condition 26.3(c), the parties agree that the margin scheme is to apply to the supply of the Property.
- (c) Despite special condition 26.3(a), if:
 - (i) for any reason, the Vendor is not eligible to apply the margin scheme to the supply of the Property (despite any belief of the Vendor to the contrary); or
 - (ii) on or before Completion, the Vendor serves a notice on the Purchaser that the Vendor does not wish to apply the margin scheme to the supply of the Property,

then the parties agree that the margin scheme does not apply to the supply of the Property.

- (d) For the purposes of special condition 26.3(c)(ii), the parties agree that if the Vendor issues a settlement adjustment statement to the Purchaser in which the margin scheme is not applied to determine the GST payable on the supply of the Property, the Purchaser will be taken to have been served the written notice referred to in special condition 26.3(c)(ii).

26.4 Payment of GST

Except where the consideration for the supply expressly includes GST, if GST is payable on any supply made under this contract, the recipient will pay the supplier an additional amount equal to the GST payable on the supply.

26.5 Timing of GST payment

The recipient will pay the amount referred to in special condition 26.3 in addition to and at the same time and in the same manner that the consideration for the supply, or the first part of the consideration for the supply as appropriate, is to be provided under this contract.

26.6 Tax invoice

- (a) Subject to special condition 26.6(b), if any part of the consideration to be provided by the recipient under this contract is consideration for a taxable supply, the supplier must provide the recipient with a tax invoice at or before the time that the consideration for the supply is to be provided. In relation to any GST payable as part of the price, the Purchaser acknowledges and agrees that the settlement adjustment statement is deemed to be the tax invoice.
- (b) The Vendor will not provide the Purchaser with a tax invoice to the extent the margin scheme applies to a supply made under this contract.

26.7 Adjustment event

If an adjustment event arises in respect of a taxable supply made by a supplier under this contract, the consideration to be paid or provided will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires.

26.8 Reimbursements

Where a party is required under this contract to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

- (a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party, or to which the representative member for a GST group of which the other party is a member, is entitled; and
- (b) if the payment or reimbursement is subject to GST, an amount equal to that GST.

26.9 GST Withholding Tax

- (a) The Purchaser must provide the Vendor with any information reasonably requested by the Vendor to enable it to determine whether any supply by the Vendor under this contract will give rise to an obligation on the Purchaser to remit the GSTRW Payment.
- (b) If this contract says that the Purchaser must make an GSTRW payment (residential withholding tax), the Vendor will provide a written notice to the Purchaser as required in accordance with section 14-255 of Schedule 1 to the TA Act prior to Completion (in either case a **Vendor Notification**).
- (c) This special condition 26.9(c) applies if the Vendor Notification confirms that the Purchaser is required to remit the GSTRW Payment.
 - (i) Subject to having received the Vendor notification pursuant to clause 26.9(b), the Purchaser must:
 - A. lodge a notification with the ATO in the approved form in accordance with subsection 16-150(2) of Schedule 1 to the TA Act

- (Purchaser Notification)** no later than 5 business days prior to the Completion;
- B. if the Vendor Notification is provided to the Purchaser less than 5 business days prior to Completion, the Purchaser must lodge the Purchaser Notification with the ATO within 1 business day of receiving the Vendor Notification; and
 - C. direct the ATO in the Purchaser Notification to communicate with the Purchaser via email.
- (ii) The Purchaser must provide written evidence of lodgement of the Purchaser Notification to the Vendor within 1 business day of the Purchaser Notification being lodged with the ATO, including providing to the Vendor:
- A. a copy of the Purchaser Notification; and
 - B. a copy of any receipt together with any payment reference number and lodgement reference number received by the Purchaser from the ATO in response to the Purchaser Notification.
- (iii) At the direction of the Vendor as stipulated in the Vendor Notification, the Purchaser must provide the Vendor (or the Vendor's nominee) with a settlement cheque on or before Completion that is payable to the Deputy Commissioner of Taxation for the amount of the GSTRW Payment.
- (iv) If the Purchaser provides a settlement cheque in accordance with special condition 26.9(c) the Vendor:
- A. undertakes to send that cheque to the ATO within 10 business days of Completion; and
 - B. will provide the Purchaser with a receipt for that cheque within a reasonable period from Completion.
- (v) If the Purchaser does not comply with its obligations under this special condition, the Vendor can delay Completion until such time as the Vendor is satisfied that the Purchaser has complied or will comply with its obligations under this special condition.
- (vi) Where the parties have elected to settle electronically through the electronic platform provided by PEXA:
- A. the Purchaser acknowledges and agrees that the Vendor will create the destination line in the electronic workspace for the GSTRW Payment; and
 - B. if the payment of the GSTRW Payment to the ATO is made by the Purchaser through that electronic platform, special conditions 26.9(c)(iii) and 26.9(c)(iv) do not apply.
- (vii) If and to the extent that, in addition to the Purchaser Notification, the Purchaser is required to notify the ATO of Completion or any other transaction details the Purchaser must:
- A. complete and electronically submit such notification (including Form 2) to the ATO immediately prior to Completion, or such other earlier time as required by the ATO; and
 - B. immediately after receiving a receipt from the ATO for such notification, notify the Vendor in writing of such notification including providing a copy of that ATO receipt.

- (viii) The Purchaser indemnifies the Vendor for all costs, interest and penalties incurred by the Vendor following a failure of the Purchaser to comply with its obligations under this special condition.
- (ix) Subject to the Purchaser complying with its obligations under this special condition, the parties agree that the Purchaser's payment of the GSTRW Payment in accordance with this special condition will satisfy the Purchaser's obligation to pay a portion of the consideration under this contract that is equal to that amount. For the avoidance of doubt, if and to the extent that the Purchaser does not comply with this special condition, the Vendor retains the right to payment of the full consideration payable under this contract.
- (x) In this special condition:
 - A. **ATO** means the Australian Taxation Office and includes a reference to the Commissioner of Taxation and Deputy Commissioner of Taxation, and vice versa, as required;
 - B. **Completion** means the Date for Completion;
 - C. **Form 2** means "Form 2: GST property settlement date confirmation" provided on the ATO website, or any such equivalent form as notified by the ATO; and
 - D. **GSTRW Payment** means the amount that the Purchaser is required to withhold on account of GST from the Price and pay to the Commissioner in accordance with section 14-250(1) of Schedule 1 to the TA Act as stated in the Vendor Notification pursuant to special condition 26.9(b).

27. Foreign resident capital gains withholding payment

27.1 Application of special condition

- (a) Other than special condition 27.4, this special condition 27 applies if:
 - (i) the sale is not an excluded transaction under section 14-215 of the TA Act; and
 - (ii) an ATO Clearance Certificate is attached to this contract.
- (b) Special condition 27.4 applies if the sale is an excluded transaction under section 14-215 of Schedule 1 to the TA Act.

27.2 ATO Clearance Certificate

- (a) The Purchaser acknowledges and agrees that attached to this contract is an ATO Clearance Certificate which is current as at the Contract Date.
- (b) The Purchaser has satisfied itself in relation to the ATO Clearance Certificate provided by the Vendor to the Purchaser in accordance with section 14-210(2) of Schedule 1 of the TA Act in respect of the following matters:
 - (i) the ATO Clearance Certificate applies to the Vendor;
 - (ii) the Contract Date falls within the period for which the ATO Clearance Certificate is issued; and

- (iii) the Vendor is not required to issue the Purchaser with a further ATO Clearance Certificate on or before Completion.

27.3 Purchaser not to withhold

On Completion, the Purchaser must not withhold any amount from the Price pursuant to Subdivision 14-D of the TA Act nor pay a remittance to the Commission of Taxation in connection with this contract.

27.4 No ATO Clearance Certificate required

If this special condition 27 does not apply by virtue of the sale being an excluded transaction under section 14-215 of Schedule 1 of the TA Act, the Purchaser agrees that:

- (a) the Vendor is not required to deliver an ATO Clearance Certificate to the Purchaser before Completion; and
- (b) at Completion, the Purchaser must not deduct any amount from the Price to withhold in accordance with section 14-200 of Schedule 1 to the TA Act.

28. FIRB Approval

28.1 Application of special conditions

If the "FIRB Approval required" section in the Particulars of Sale:

- (a) is marked "NO" then special condition 28.2 applies;
- (b) is marked "YES" then special conditions 28.3 and 28.4 applies;
- (c) has no choice marked, then it is taken to be marked "YES" and special condition 28.3 applies; and
- (d) has both choices marked, then it is taken to be marked "YES" and special condition 28.3 applies.

28.2 FIRB Approval – No

- (a) The Purchaser warrants at the Contract Date and again at Completion that the Purchaser:
 - (i) is not a foreign person for the purposes of the FATA Legislation; and
 - (ii) is not required to give notice to the Treasurer under section 81(1) of the FATA.
- (b) The warranty in special condition 28.2(a) is an essential term of this contract, a breach of which entitles the Vendor to terminate.
- (c) The Purchaser acknowledges that the Vendor has entered into this contract in reliance on this warranty.
- (d) The Purchaser is liable for and indemnifies the Vendor on demand against any Claims suffered or incurred by the Vendor in connection with or arising from a breach of the warranty in special condition 28.2(a).

28.3 FIRB Approval – Yes

- (a) With the exception of this special condition 28.3, special condition 4 and special condition 7, if the Purchaser is a foreign person for the purposes of the FATA Legislation, this contract is subject to and conditional upon the Purchaser receiving FIRB

Approval on or before the FIRB Approval Date. All other provisions only have effect from the date the Purchaser receives FIRB Approval.

- (b) For the avoidance of any doubt, the parties acknowledge and agree that no obligation under this contract on the Vendor to sell, or right of the Purchaser to buy, the Property is binding on the parties until the Purchaser has received FIRB Approval.
- (c) The Purchaser must, at the Purchaser's cost:
 - (i) within 10 business days from the Contract Date:
 - A. make an application to the Treasurer in accordance with section 81 of the FATA in respect of the purchase of the Property by the Purchaser (**Application**);
 - B. pay the applicable fee in respect of the Application to the Treasurer; and
 - C. provide evidence to the Vendor of the Purchaser's compliance with special conditions 28.3(c)(i)A and 28.3(c)(i)B, including a copy of the Application;
 - (ii) use best endeavours to obtain FIRB Approval as expeditiously as possible and in any event on or before the FIRB Approval Date; and
 - (iii) provide the Treasurer with all information the Treasurer requires (and signing all documentation required) to make a decision under the FATA Legislation.
- (d) The Purchaser must serve notice of FIRB Approval within 3 business days after the Purchaser receives FIRB Approval and provide the Vendor with a copy of the FIRB Approval.
- (e) The Purchaser must serve notice on the Vendor within 3 business days after the Purchaser:
 - (i) receives an indication that the Purchaser will not, or may not, obtain FIRB Approval; or
 - (ii) receives formal notification that FIRB Approval will not be given; or
 - (iii) does not receive FIRB Approval by the FIRB Approval Date,and provide the Vendor with copies of all correspondence in relation to the Application.
- (f) Special conditions 28.3(c) and 28.3(e) are essential terms of this contract and a breach of either or both of them entitles the Vendor to terminate by serving a notice.
- (g) If the Purchaser complies with the Purchaser's obligations under special condition 28.3(c) and serves a notice as required under special condition 28.3(e), then this contract is rescinded, except that the Vendor can retain from the Deposit any reasonable administration costs incurred by the Vendor.
- (h) On the Vendor's request, the Purchaser must inform the Vendor of the progress of the Application and provide the Vendor with copies of all correspondence in relation to the Application.
- (i) The Purchaser is not required to comply with the provisions of special condition 28.3(c) if, within 5 business days of the Contract Date, the Purchaser provides evidence to the satisfaction of the Vendor, in the Vendor's absolute discretion, that the Purchaser does not require FIRB Approval but the Purchaser must pay the Vendor's solicitors reasonable legal costs of reviewing that evidence.

- (j) If the Purchaser complies with the Purchaser's obligations under special condition 28.3(c) and the Purchaser has not received any correspondence from the Treasurer regarding the Application on or before the FIRB Approval Date, the Purchaser may, by written notice to the Vendor, request the Vendor to extend the FIRB Approval Date. The Purchaser may request an extension of the FIRB Approval Date under this special condition 28.3(j) more than once.
- (k) Upon written request from the Purchaser under special condition 28.3(j), the Vendor may extend the FIRB Approval Date by any number of days. The Vendor must act reasonably when considering the Purchaser's request under special condition 28.3(j) but is not obliged to extend the FIRB Approval Date.
- (l) The Vendor can, irrespective of whether or not the Purchaser has made a request under special condition 28.3(j), serve a notice on the Purchaser extending the FIRB Approval Date by any number of days specified in that notice. The Vendor may issue a notice extending the FIRB Approval Date under this special condition 28.3(l) more than once.

28.4 Compliance with FIRB Approval conditions

- (a) The Purchaser must use best endeavours to comply with the conditions of the FIRB Approval which has been obtained, if any are imposed.
- (b) The Purchaser indemnifies the Vendor on demand against all Claims arising from or in connection with the Purchaser's failure to comply with special condition 28.4(a).
- (c) This special condition 28.4 does not merge on Completion or termination of this contract.

29. Digital Duties Form

29.1 Vendor's obligations

The Vendor must:

- (a) complete or procure the Vendor's Representative to complete, those parts of the DDF which are to be completed by the Vendor in respect of the sale of the Property under this contract (**Vendor DDF**);
- (b) send or procure the Vendor's Representative to send, to the Purchaser's Legal Practitioner (or if none then the Purchaser), the completed Vendor DDF at least 3 Business Days prior to the Completion Date; and
- (c) if the Purchaser has complied with special condition 29.2(a), sign or approve the DDF prior to the Completion Date, unless there is manifest error in which case the Vendor must notify the Purchaser of the error and request the Purchaser to amend it.

29.2 Purchaser's obligations

The Purchaser must:

- (a) complete, or procure the Purchaser's Legal Practitioner to complete, those parts of the DDF which are to be completed by the Purchaser at least 2 Business Days prior to the Completion Date;
- (b) sign or approve the DDF at least 2 Business Days prior to the Completion Date, unless there is manifest error in which case the Purchaser must promptly notify the Vendor's Representative of the error and request the Vendor's Representative to amend it;
- (c) make any changes to the DDF requested by the Vendor, the Vendor's Representative and sign or approve (or re-sign or re-approve) the amended DDF within 1 Business Day of being requested to do so; and
- (d) prior to the Completion Date:

- (i) generate a SRO Settlement Statement in respect of the sale of the Property under this contract; and
- (ii) deliver to the Vendor's Representative, the SRO Settlement Statement in respect of the sale of the Property under this contract.

29.3 No Objection

The Purchaser must not Object if the Vendor or the Vendor's Representative request amendments to the DDF at any time prior to the Date for Completion.

29.4 Completion if not an electronic settlement

- (a) This special condition 29.4 only applies if Completion is not conducted electronically in accordance with special condition 30.
- (b) Subject to the Vendor complying with special condition 29.1:
 - (i) Completion is not conditional upon:
 - A. the Purchaser signing or approving a DDF; or
 - B. production of an SRO Settlement Statement; and
 - (ii) the Purchaser must not Object if:
 - A. the DDF is not completed prior to the Completion Date or at all; or
 - B. an SRO Settlement Statement is not generated (or able to be generated) prior to the Completion Date.

29.5 Completion if an electronic settlement

- (a) This special condition 29.5 only applies if special condition 29.4 does not apply.
- (b) Special condition 29.2 is a fundamental term of this contract.
- (c) The Purchaser acknowledges and agrees that unless and until the Purchaser complies with special condition 29.2, Completion under this contract will not be able to proceed and the Purchaser will be in breach of this contract.

29.6 General Condition 10.1

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

30. Electronic Settlement

30.1 Application of special condition

- (a) This special condition 30 applies if all Parties agree to an Electronic Settlement or if Conveyancing Transactions are required at law to be conducted through an ELN.
- (b) For the purposes of special condition 30.1(a):
 - (i) at any time prior to the creation of an Electronic Workspace by the Vendor, a Party may agree to an Electronic Settlement by giving the other Party a written notice specifying that Party's agreement to an Electronic Settlement; or

- (ii) where an Electronic Workspace has been created by the Vendor, a Party is taken to have agreed to an Electronic Settlement:
 - A. in respect of the Vendor, by inviting the Purchaser to join the Electronic Workspace; and
 - B. in respect of the Purchaser, by accepting the Vendor's invitation to join the Electronic Workspace.
- (c) Subject to special condition 30.1(d), this special condition 30 ceases to apply if a Party gives a written notice to the other Party that it can no longer proceed with an Electronic Settlement.
- (d) A notice under special condition 30.1(c) may not be given:
 - (i) later than 3 Business Days before the Completion Date; or
 - (ii) if it is a requirement at law that Conveyancing Transactions must be conducted through an ELN.

30.2 Electronic Workspace

- (a) The Parties agree that the Electronic Settlement will be conducted in an Electronic Workspace created by the Vendor.
- (b) The Vendor will create an Electronic Workspace in relation to this transaction within a reasonable period prior to the Date for Completion.
- (c) As soon as reasonably practicable after accepting an invitation from the Vendor to join the Electronic Workspace, the Purchaser must invite the Financial Institution (if any), who is to provide finance to the Purchaser in relation to its purchase of the Property, to join the Electronic Workspace.
- (d) Each Party must:
 - (i) conduct the Electronic Settlement in accordance with the ECNL and the Participation Rules; and
 - (ii) do all things required to be done by the Party in the Electronic Workspace to effect Electronic Settlement in accordance with this contract.
- (e) A Party is not in default to the extent that it is prevented from or delayed in complying with an obligation because the other Party, the other Party's Representative or the other Party's Financial Institution (if any) has failed to do anything that it is required to do in the Electronic Workspace.
- (f) In the event that the Purchaser changes its Representative or nominates a nominee pursuant to special condition 23, the Purchaser must:
 - (i) ensure that the Purchaser and/or the Purchaser's Representative immediately withdraws from the Electronic Workspace;
 - (ii) provide the Vendor with the contact details for the Purchaser's replacement Representative or the nominee and the nominee's legal practitioner or licensed conveyancer; and
 - (iii) ensure that the Purchaser's replacement Representative or the nominee and nominee's legal practitioner or licensed conveyancer join the Electronic Workspace as soon as practicable after the original Representative withdraws from the Electronic Workspace.

- (g) Without limiting special condition 30.2(e), the Vendor is not in default to the extent that it is prevented from or delayed in complying with an obligation as a result of a breach of special condition 30.2(f).

30.3 Settlement Time and locking of Electronic Workspace

- (a) The Parties agree that general condition 10.3 of the General Conditions does not apply.
- (b) The Vendor will nominate the Settlement Time:
 - (i) if the Land is a lot in a registered plan, as soon as reasonably practicable after the Vendor has created the Electronic Workspace; or
 - (ii) if the Land is a lot in an unregistered plan, as soon as reasonably practicable after the Title has been created.
- (c) If the Parties cannot agree on the Settlement Time, the Settlement Time to be nominated in the Electronic Workspace is 12.00pm.
- (d) A Party may not exercise any right under this contract or at law to terminate this contract during the period of time the Electronic Workspace is locked for Electronic Settlement.

30.4 Electronic Settlement

- (a) In respect of an Electronic Settlement:
 - (i) the Purchaser is taken to have complied with general condition 6 of the General Conditions by preparing and Digitally Signing an electronic Transfer in the Electronic Workspace;
 - (ii) the Vendor is taken to have complied with general condition 10.1(b)(i) of the General Conditions if, at Completion, the Electronic Workspace contains:
 - A. the electronic Transfer which has been Digitally Signed by the Vendor; and
 - B. any other electronic document which is required to be provided by the Vendor for the electronic lodgement of the Transfer in the Victorian Land Registry;
 - (iii) general condition 11.4 of the General Conditions is deleted and replaced with the following:

“At settlement, payments must be made electronically within the Electronic Workspace in the form of cleared funds.”;
 - (iv) general condition 11.6 of the General Conditions does not apply; and
 - (v) if there is any Access Device, the Purchaser may collect the Access Device from the Vendor or the Vendor's Representative (as applicable) after Completion.
- (b) The Purchaser acknowledges and agrees that the Vendor is not required to provide the Purchaser with the original certificate of title for the Property.
- (c) Completion occurs when the Electronic Workspace records that Financial Settlement has occurred.
- (d) If Completion does not occur at the Settlement Time, the Parties must do all things reasonably necessary to effect Completion electronically on the same day or on the next Business Day.

30.5 Systems inoperative

- (a) Neither Party is in default under this contract, if Completion does not occur at the Settlement Time because a computer system operated by the Victorian Land Registry, PEXA, the State Revenue Office Victoria, the Reserve Bank of Australia or a Financial Institution involved in the transaction is inoperative.
- (b) In the event that the computer system operated by the Victorian Land Registry is inoperative at the Settlement Time, the Parties agree to proceed to Financial Settlement notwithstanding the unavailability of electronic lodgement with the Victorian Land Registry.

30.6 Costs

Each Party must pay its own fees and charges in connection with the Electronic Settlement including any fees and charges payable to PEXA or the Victorian Land Registry.

30.7 Inconsistency

To the extent there is any inconsistency between this special condition 30, the General Conditions and any other special condition of this contract, this special condition 30 prevails over the General Conditions and any other special condition to the extent of the inconsistency.

30.8 Definitions

In this special condition 30:

Access Device means:

- (a) each key and security device which enables access to the Property; and
- (b) written details of each code which applies in respect to any security system applicable to or which enables access to the Property.

Conveyancing Transactions has the meaning given to it in the ECNL.

Digitally Sign has the meaning given to it in the ECNL.

ECNL means the Electronic Conveyancing National Law (Victoria) as enacted in Victoria by the *Electronic Conveyancing (Adoption of National Law) Act 2013 (Vic)*.

Electronic Settlement means a settlement which is conducted using an ELN in accordance with the ECNL.

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

ELN has the same meaning given to it in the ECNL.

Financial Institution means a financial institution as defined in section 3 of the *Cheques Act 1986 (Cth)*.

Financial Settlement means the exchange of funds or value between the Financial Institutions in accordance with the instructions of the Parties.

Participation Rules means the rules relating to the use of an ELN as determined by the registrar of titles under the *Transfer of Land Act 1958 (Vic)* pursuant to section 23 of the ECNL.

Party means, as the case requires, either the Vendor or the Purchaser, or both the Vendor and the Purchaser.

Representative means a person who is either a legal practitioner or licensed conveyancer and who has been appointed to act for a Party in relation to transaction contemplated by this contract.

Settlement Time means the time of day on the Date for Completion when the Electronic Settlement is to occur, as nominated in accordance with special condition 30.3(a) or otherwise agreed by the Parties.

31. Electronic Contract

If required by the Vendor, this contract will be executed and exchanged by electronic means using an electronic platform which is subscribed to by the Vendor.

32. Notices

32.1 Service generally

- (a) A notice under this contract may be served on a party by:
 - (i) delivering or posting the notice to the address specified on the front page of this contract for the party or its solicitor or to another address notified (in writing) by the party or its solicitor from time to time; or
 - (ii) sending the notice to the Service Email Address specified on the front page of this contract for the party or its solicitor or another email address notified (in writing) by the party or its solicitor from time to time.
- (b) Despite any other provision to the contrary in this contract, notice must not be served by facsimile.

32.2 When served

A notice which has been served in accordance with clause 32.1(a), will be treated as served:

- (a) if the notice has been delivered by hand, on delivery;
- (b) if the notice has been posted, on the third Business Day after the date on which the notice is posted.
- (c) if sent by email, then it is taken to have been served at the time the email leaves the sender's information system, unless the sender receives:
 - (i) a notification that the email was not delivered to or received by the recipient; or
 - (ii) an automated out of office notification from the recipient's email address (**Out of Office Notification**).
- (d) In the event that the sender receives an Out of Office Notification, the parties agree that the notice will be treated as served if:
 - (i) the notice is sent to the alternative email address (if any) specified in the Out of Office Notification; or
 - (ii) where no alternative email address is specified in the Out of Office Notification then:
 - A. in respect of notice to the Vendor, the notice is sent to legal.vic@stockland.com.au;
 - B. in respect of a notice to the Guarantor, the notice is sent to an alternative email address notified (in writing) by the Guarantor to the Vendor or the Vendor's solicitor; or

- C. in respect of a notice to the Purchaser, the notice is sent to:
- 1) an alternative email address notified (in writing) by the Purchaser or the Purchaser's solicitor to the Vendor or the Vendor's solicitor; or
 - 2) the general contact email address (if any) for the relevant office of the Purchaser's solicitor as shown on the Purchaser's solicitor's website,

and the sender does not receive a notification that the email was not delivered to or received by the recipient.

33. General

33.1 Governing Law

This contract is governed by and must be construed according to the Law applying in Victoria.

33.2 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of Victoria, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this contract; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within special condition 33.2(a).

33.3 Severance

If at any time any provision of this contract is or becomes illegal, invalid or unenforceable in any respect under the Law of any jurisdiction that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this contract; or
- (b) the legality, validity or enforceability under the Law of any other jurisdiction of that or any other provision of this contract.

33.4 Variation

A provision or right created under this contract cannot be varied except in writing signed by or on behalf of the parties.

33.5 Indemnities

- (a) Each indemnity in this contract is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this contract.
- (b) Unless otherwise specified in this contract, it is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this contract.

33.6 Duty and registration fees

- (a) The Purchaser must pay all duty on this contract and on any guarantee, deed or other document contemplated by this contract and any registration fees relating to the transfer

of the Property to the Purchaser. The Purchaser indemnifies the Vendor in respect of any duty and registration fees.

- (b) If the Vendor is required to pay any duty, the Vendor may recover the amount paid from the Purchaser (and/or Guarantor) as a liquidated debt.

33.7 Waiver

- (a) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by Law or under this contract by any party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by Law or under this contract.
- (b) Any waiver or consent given by any party under this contract will only be effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of any term of this contract will operate as a waiver of another breach of that term or of a breach of any other term of this contract.

34. Counterparts

- (a) This contract may consist of a number of counterparts and the counterparts taken together constitute one document.
- (b) The exchange of executed counterparts by email will create a binding contract.

35. Non merger

Any provision of this contract that is capable of having effect after the Settlement Date will not merge in the instrument of transfer of the Land.

36. Commercial interests

- (a) The Vendor discloses and the Purchaser acknowledges that many provisions contained in this contract are reasonably necessary to protect the Vendor's legitimate commercial interests by providing the Vendor with sufficient flexibility in relation to:
 - (i) design and services changes and the like; and
 - (ii) the ultimate form of the Estate including the configuration, size, nature and use of the lots or proposed lots within the Estate; and
 - (iii) the impact of changing demands for residential and commercial properties and different types of residential and commercial properties; and
 - (iv) compliance with requirements of Authorities,which may arise during the course of the Vendor's development of the Estate having regard to the nature and current state of the Vendor's development of the Estate, including:
 - (v) the reservation of the Vendor's rights to make alterations to the Property, the Preliminary Plan and the Plan under special conditions 9.4;
 - (vi) the reservation of the Vendor's rights in relation to services and the like contained in special condition 10;
 - (vii) the provisions of special condition 18; and
 - (viii) the restriction on the Purchaser's rights to make claims, requisitions, rescind or terminate contained in this contract.

- (b) The provisions identified in this special condition 36 as being in the Vendor's legitimate commercial interest are not to be construed as being the only provisions within the contract or aspects of the development of the Estate, which are in the Vendor's legitimate commercial interests.

ANNEXURE A – Additional Special Conditions

37. Additional definitions

In addition to the definitions stated in special condition 1.1, the following definitions apply to this contract:

- (a) **Community Infrastructure** means public infrastructure and community facilities proposed for part of or in the vicinity of the Estate, which may or may not be constructed by the Vendor, including bicycle trails, public footpaths, public open spaces, public roads, active open spaces (such as ovals and sports fields) and passive open spaces (such as parks) as contemplated by the Precinct Structure Plan;
- (b) **Development Consent Last Date** means the date (if any) identified as such in the Reference Schedule, as may be extended under special condition 39.3;
- (c) **Master Plan** means the master plan for the estate as varied from time to time, a copy of which is annexed in Annexure H;
- (d) **Medium Density Housing** means housing where the dwellings are in close proximity to other dwellings (where the dwelling may be semi-detached and attached) which includes units, apartments, townhouses and terraces;
- (e) **MCP** means the memorandum of common provisions Registered, or to be Registered which is incorporated in the Plan by reference and a draft version which is attached in the Vendor's Statement;
- (f) **Precinct Structure Plan** means the Lockerbie North Precinct Structure Plan adopted by the responsible Authority and affecting the part of the Estate where the Property is located (which may be amended from time to time) a copy of which, as at the Contract Date, is available at https://planning-schemes.api.delwp.vic.gov.au/_data/assets/pdf_file/0008/485135/Mitchell_PS_Ordinance.pdf ;
- (g) **Proof of Finance** means:
 - (i) an unconditional formal approval from a lender for the purchase of land under this contract, deemed satisfactory by the Vendor (in its absolute discretion); or
 - (ii) any other evidence deemed satisfactory by the Vendor (in its absolute discretion) showing that the Purchaser is in a financial position to complete all of its obligations under this contract;
- (h) **Purchase Sunset Date** means the date (if any) identified as such in the Reference Schedule; and
- (i) **Section 173 Agreement** means any agreement or agreements made in connection with the Estate pursuant to section 173 of the *Planning and Environment Act 1987* (Vic) at the request or direction of any Authority, including those agreements contemplated by Additional Special Condition 41.
- (j) **Substation Lot** means the reserve lot in favour of an electricity provider on the Plan (if any).

38. Completion conditional on purchase by Vendor

38.1 Application of the clause

This Additional Special Condition 38 applies if, at the Contract Date, the Vendor is not the Registered proprietor of the Land (or any part of the Land) as indicated by the 'NO' box next to the 'Vendor owns all Land' section in the Reference Schedule being marked.

38.2 Vendor not registered proprietor

- (a) Completion of this contract is conditional upon the Vendor becoming the registered proprietor of the Land.
- (b) The Vendor must take reasonable steps to satisfy the condition in Additional Special Condition 38.2(a) on or before the Purchase Sunset Date.
- (c) Subject to the Vendor complying with its obligation under Additional Special Condition 38.2(b), if the Vendor does not become the registered proprietor of the Land on or before the Purchase Sunset Date, the Vendor can rescind this contract by notice to the Purchaser given at any time after the Purchase Sunset Date.
- (d) The Vendor may, in the Vendor's absolute discretion, extend the Purchase Sunset Date by a period of up to 12 months by notice to the Purchaser given on or before the Purchase Sunset Date.
- (e) If the Vendor extends the Purchase Sunset Date, references to the Purchase Sunset Date in this contract will be taken to be references to the extended Purchase Sunset Date.
- (f) If this contract is rescinded pursuant to Additional Special Condition 38.2(c), the Deposit will be refunded to the Purchaser and neither party will have any Claim against the other because of the rescission.

39. Development Consent

39.1 Application of special condition

This Additional Special Condition 38 applies if, at the contract date, the Vendor has not obtained the Development Consent, as indicated by the 'NO' box next to the Development Consent section in the Reference Schedule being marked.

39.2 Completion conditional on Development Consent

- (a) Completion of this contract is conditional upon the Vendor obtaining the Development Consent on conditions satisfactory to the Vendor in its absolute discretion.
- (b) The Vendor must take reasonable steps to satisfy the condition in special condition 39.2(a) on or before the Development Consent Last Date

39.3 Extension of Development Consent Last Date

- (a) In consideration of the Vendor incurring (and continuing to incur) expenses in connection with the Development Consent application, the Vendor may extend the Development Consent Last Date by a period of 6 months by notice to the Purchaser given on or before the Development Consent Last Date if:
 - (i) the relevant Authority delays in considering or approving the Development Consent;

- (ii) a variation or modification of the application for the Development Consent is required by an Authority or is considered necessary or desirable by the Vendor;
 - (iii) a variation or modification of the Development Consent or an appeal in respect of the Development Consent is considered necessary or desirable by the Vendor in order to obtain the Development Consent on conditions satisfactory to the Vendor (in its absolute discretion);
 - (iv) the relevant Authority refuses to approve the application for the Development Consent and the Vendor elects to appeal the refusal or lodge a new application for the Development Consent;
 - (v) the Vendor reasonably considers the Development Consent will not be obtained by the Development Consent Last Date; or
 - (vi) there is a delay in obtaining the Development Consent due to any other cause beyond the control of the Vendor.
- (b) If the Vendor extends the Development Consent Last Date, references to the Development Consent Last Date in this contract will be taken to be references to the extended Development Consent Last Date.

39.4 Failure to obtain Development Consent

- (a) The Vendor may rescind this contract by notice to the Purchaser given at any time if:
- (i) the Vendor is unable to obtain the Development Consent on conditions satisfactory to the Vendor by the Development Consent Last Date;
 - (ii) the relevant Authority grants the Development Consent on conditions which are not satisfactory to the Vendor in its absolute discretion;
 - (iii) the Vendor reasonably considers the Development Consent will not be obtained on conditions satisfactory to the Vendor; or
 - (iv) the relevant Authority refuses to grant the Development Consent.
- (b) If this contract is rescinded pursuant to Additional Special Condition 39.4(a), the Deposit will be refunded to the Purchaser and neither party will have any Claim against the other because of the rescission.

40. Safety

- (a) The Purchaser must not enter upon the following areas of the Estate without first obtaining the written permission of the Vendor:
- (i) any area where construction work is being undertaken;
 - (ii) any area that has not yet been developed or is vacant; or
 - (iii) any area that is identified by fencing or signage or otherwise advised to be subject to authorised access only.
- (b) The Purchaser must not tamper with or move any fencing, signage, construction plant or materials on the Estate.
- (c) The Purchaser must comply with the requirements, directions or recommendations of any warning signs on the Estate.

- (d) The Purchaser must ensure that all contractors and other invitees and visitors of the Purchaser (including but not limited to any children) understand and comply with the requirements of paragraphs 40(a), 40(b) and 40(c) of this Additional Special Condition.
- (e) From the Completion Date, the Purchaser must keep the Land and any building works occurring on the Land free of any hazards that could impact upon persons or property. This must include but is not limited to locking up plant and equipment, secure storage of hazardous substances, barricading of all hazards including trenches, safe storage of materials including from wind effects, prompt removal of rubbish and safe parking of vehicles. The Purchaser must ensure that its contractors comply with these requirements.

41. MCP

- (a) This Additional Special Condition 41 only applies if, as at the Contract Date, the MCP has not been registered by the registrar of titles.
- (b) The Purchaser acknowledges that the MCP at the Contract Date has not been registered by the Victorian Land Registry and may require amendments prior to registration that are:
 - (i) required to meet any requirement, recommendation or requisition of the Responsible Authority, the Victorian Land Registry, any Authority or any combination of them to enable the MCP to be registered by the Victorian Land Registry; or
 - (ii) considered by the Vendor to be necessary or desirable for the purpose of the Estate which may include requiring the Purchaser to create a restrictive covenant in the instrument of the transfer of the Property (or such other manner required by the Victorian Land Registry) on the same terms as the MCP.
- (c) The Purchaser acknowledges and agrees that the Vendor may require the Purchaser to create in the instrument of transfer of the Property or otherwise, any restrictions on the use of the Land, easements and covenants which the Vendor considers necessary or desirable for the development and proper functioning of the Estate.
- (d) If the Vendor makes an amendment contemplated by paragraph 41(b) of this Additional Special Condition, the Purchaser must not Object on the basis that the MCP as registered by the Victorian Land Registry does not accord with the MCP.

42. Section 173 Agreement

- (a) The Purchaser acknowledges and agrees that it may be necessary or desirable for the Vendor to enter into Section 173 Agreements that affect the Estate, including any which may be required by an Authority in connection with a Development Consent or any other planning permit.
- (b) The Purchaser irrevocably authorises the Vendor (and where necessary, the Vendor) to:
 - (i) negotiate the terms of any Section 173 Agreement contemplated by this Additional Special Condition 42; and
 - (ii) enter into and vary such agreements.
- (c) The Purchaser must:
 - (i) not Object in relation to any act, matter or thing contained in or required by any Section 173 Agreement referred to in this Additional Special Condition 41; and

- (ii) if required by the Vendor, do all acts, matters and things including executing all consents, orders and applications necessary in order to have any Section 173 Agreement Registered.
- (d) Without limiting Additional Special Conditions 42(a) to 42(c) (inclusive), the Purchaser acknowledges and agrees that any Section 173 Agreement entered into as contemplated by this Additional Special Condition 42 will not constitute a defect in title to the Property.

43. Bonding of Works

- (a) The Purchaser acknowledges and agrees that, if Council requires that works be undertaken in connection with a Development Consent or as a pre-condition to issuing a statement of compliance for the Plan, the Vendor may provide a bond or guarantee to the Council to secure completion of those works at any time agreed between the Vendor and the Council.
- (b) The Purchaser grants the Vendor (including any employees, officers, contractors and consultants of the Vendor) a licence to access the Land after the Completion Date to complete the works referred to paragraph 43(a) of this Additional Special Condition.

44. Mixed uses

- (a) The Purchaser acknowledges and agrees that:
 - (i) it is intended that parts of the Estate and surrounding areas may include or be used for a variety of purposes including residential, industrial, large format retail, business, schools, a retail centre, a community centre, service stations, display villages, sales offices, childcare centres, cafes, car parking and associated infrastructure (**Mixed Uses**);
 - (ii) flood lighting may be installed on open space areas in the Estate (**Flood Lighting**); and
 - (iii) local area traffic may be impacted by the Mixed Uses, the construction of which may include but may not be limited to infrastructure, drainage and other works which may:
 - A. not be completed by Completion:
 - B. prevent or limit or otherwise affect access to the Estate; and
 - C. require the Purchaser to utilise alternative means of access to the Property and within the Estate,(**Traffic Congestion**).
- (b) The Purchaser acknowledges and agrees that it is fully informed in relation to the Mixed Uses, Flood Lighting and Traffic Congestion and agrees that it will not lodge any objection in relation to any planning permit, licences (including but not limited to any liquor licence or gaming licence application) for the proposed Estate including the Mixed Uses, and irrevocably appoints the Vendor as its attorney to execute and lodge a withdrawal of any objection lodged in contravention of this Additional Special Condition 44.
- (c) The Purchaser acknowledges and agrees that:

- (i) some or all of the facilities comprised in the Mixed Uses may, from time to time, be varied, relocated, removed or cease operating; and
- (ii) the Vendor has made no representations in respect of the presence, availability, location, manner or duration of operation of those facilities
- (d) The Purchaser must inform any subsequent purchaser of the Property of the matters referred to in this Additional Special Condition 44.

45. Vehicle crossover

The Purchaser acknowledges and agrees that:

- (a) the Vendor will (at its cost) construct a vehicle crossover to allow the Purchaser to access the Property; and
- (b) the proposed location of the designated vehicle crossover is shown on the engineering plan contained in the Vendor's Statement but is subject to change without notice.

46. Acoustic Barrier

- (a) The Purchaser acknowledges that:
 - (i) the Property may be within the vicinity of busy roads and may be subject to traffic and other noise emanating from such roads; and
 - (ii) subject to any requirements from the Responsible Authorities, the Vendor may need to construct an acoustic barrier on or near the Estate.
- (b) The Purchaser acknowledges and agrees that:
 - (i) the Vendor makes no representations or warranties as to the design, location, effectiveness or completion date of the Acoustic Wall referred to in this Additional Special Condition 46 as such details may be subject to change (in the Vendor's absolute discretion) without prior notice to the Purchaser; and
 - (ii) it will not Object or make a Claim against the Vendor in relation to any of the matters set out in this Additional Special Condition 46.

47. Schools

The Purchaser acknowledges and agrees that:

- (a) as at the Contract Date, the Precinct Structure Plan refers to the development of schools;
- (b) the school sites may not be constructed or maybe varied, relocated, removed or cease from operating;
- (c) the Vendor has not made any warranty or representations relating to:
 - (i) the presence, availability, location, manner or duration of operations of the school sites or its facilities as shown in the Precinct Structure Plan and the Master Plan; or
 - (ii) the timing of the commencement or completion of the school sites as shown in the Precinct Structure Plan and the Master Plan; and

- (d) once, and if constructed, the school sites may cease to operate at any time and the Vendor has no obligation to ensure any school site is available or continues to operate.

48. School and flood lighting

- (a) The Purchaser acknowledges and agrees that:
- (i) one or more schools, which may include one or more school sports stadiums, may be constructed adjacent to or nearby the Estate (**Schools**);
 - (ii) flood lighting for sporting purposes and lighting ancillary to the operation of the Schools may illuminate, be visible from or encroach upon parts of the Estate, including the Property;
 - (iii) the chiming of school bells and noises ancillary to the operation of the Schools may be audible in parts of the Estate, including the Property; and
 - (iv) local area traffic may be impacted (including by increasing demand for parking spaces) during drop-off and pick-up times and during major events held in connection with the Schools.
- (b) The Purchaser acknowledges and agrees that it is fully informed in relation to the matters referred to in Additional Special Condition 48(a) and agrees that it will not lodge any objection in relation to any planning permit for the proposed Estate including the Schools, and irrevocably appoints the Vendor as its attorney to execute and lodge a withdrawal of any objection lodged in contravention of this Additional Special Condition 48.
- (c) The Purchaser must inform any subsequent purchaser of the Property of the matters referred to in this Additional Special Condition 48.

49. Train Station

The Purchaser acknowledges and agrees that:

- (a) as at the Contract Date, the Precinct Structure Plan and marketing materials refer to a potential development of a train station located in the vicinity the Estate (**Proposed Train Station**);
- (b) the Vendor has no control or influence whatsoever in relation to the development of the Proposed Train Station, including when, if at all, the Proposed Train Station will be constructed; and
- (c) the Vendor has not made any warranties or representations relating to:
- (i) the presence, availability, location, manner or duration of operations of the Proposed Train Station; or
 - (ii) the timing of the commencement or completion of the Proposed Train Station.

50. Town Centre

The Purchaser agrees and acknowledges that:

- (a) as at the Contract Date, the Precinct Structure Plan refers to the potential development of a local town centre near the Estate (**Town Centre**);
- (b) the Town Centre may generate noise and additional traffic in the area surrounding the Town Centre;
- (c) the Vendor has no control or influence whatsoever in relation to:
 - (i) the development of the Town Centre including when, if at all, that will occur;
 - (ii) the type, quality or mix of the retail tenancies in the Town Centre that will exist at any time before or after the Contract Date;
 - (iii) the design, location, size or retail mix of the Town Centre as described in any marketing collateral issued by the Vendor from time to time; and
 - (iv) any constraints or requirements on the development of the Town Centre and the Business Precinct imposed by the Council or any responsible Authority; and
- (d) the Town Centre, once and if constructed, may cease to operate at any time and the Vendor has no obligation to ensure the Town Centre is available or continue to operate.

51. Creek and Wetlands

As at the Contract Date, the Vendor intends to construct a creek and wetlands area as shown in the Master Plan and along an easement for drainage purposes. The Purchaser acknowledges and agrees that:

- (a) as at the Contract Date, the Vendor has not yet determined whether a fence will be constructed around the creek and wetlands area and reserves its decision to do so or not do so;
- (b) a fence may be constructed around the creek and wetlands area temporarily;
- (c) the Property may be in close proximity or adjacent to the creek and wetlands area, which will expose the Property and its occupiers to the natural elements of wetlands and to an open water body;
- (d) as at the Contract Date, the Vendor has not yet determined whether the creek and wetlands will be accessible to members of the general public and reserves its decision to provide for this or not;
- (e) it is the Vendor's current intention that drainage components and related infrastructure will be constructed as required to facilitate a functional wetlands area;
- (f) the construction of the creek and wetlands area and related infrastructure may be undertaken in stages;
- (g) the final timing for completion of the creek and wetlands area is still being determined; and
- (h) the Vendor makes no representations or warranties as to the accuracy of the design, level of water, accessibility, location or size of the creek and wetlands area as described in any marketing collateral issued by the Vendor from time to time, as such details may be subject to change during the development of the wetlands area.

52. Parks and Active Open Reserve

- (a) The Purchaser acknowledges and agrees that as at the Contract Date the Vendor intends to construct an open space park as set out in the Precinct Structure Plan and Master Plan (**Park**).
- (b) The Purchaser acknowledges and agrees that:
 - (i) it is the Vendor's current intention that the Park will be accessible to members of the general public and may be used for events and recreation;
 - (ii) the Park may generate noise and additional traffic in the area surrounding the Park;
 - (iii) the final location, design of, timing for construction and completion of the Park are still being determined; and
 - (iv) the Vendor makes no representations or warranties as to the accuracy of the design, location or size of the Park as described in any marketing material issued by the Vendor from time to time, as such details may be subject to change during the development of the Park and subject to requirements of the Authorities.

53. Community Infrastructure

- (a) The Purchaser acknowledges and agrees that:
 - (i) as at the Contract Date, the Precinct Structure Plan refers to the potential development of Community Infrastructure;
 - (ii) the Estate may or may not include Community Infrastructure;
 - (iii) the Precinct Structure Plan will govern the development and designate zoning of the Development;
 - (iv) to the extent that it is within the control of the Vendor, the Vendor reserves the right in its absolute discretion to determine the timing and scope of delivery and ongoing maintenance of Community Infrastructure (if applicable); and
 - (v) the Vendor has no control or influence whatsoever in relation to:
 - A. the development of Community Infrastructure not being delivered by the Vendor including when, if at all, Community Infrastructure will occur; and
 - B. any constraints or requirements on the development of Community Infrastructure imposed by the Council or any responsible Authority.
- (b) The Vendor makes no representations or warranties in relation to:
 - (i) the availability of Community Infrastructure on or after the Completion Date;
 - (ii) the location of Community Infrastructure;
 - (iii) the impact of Community Infrastructure, including its noise level, to the Property; and

- (iv) the timing by which the construction of Community Infrastructure is complete and available for use.

54. Camerons Lane Interchange

The Purchaser acknowledges and agrees that:

- (a) as at the Contract Date, the Federal Opposition has made a commitment towards an upgrade of the Camerons Lane/Hume Freeway diamond interchange (**Freeway Upgrade**) in Beveridge;
- (b) The Vendor has no control or influence whatsoever in relation to:
 - (i) the Freeway Upgrade being delivered, including when (if at all) it will occur; and
 - (ii) constraints or requirements on the Estate as a result of the Freeway Upgrade;
- (c) The Vendor makes no representations or warranties in relation to:
 - (i) the delivery of the Freeway Upgrade;
 - (ii) the availability of the Freeway Upgrade on or after the Completion Date;
 - (iii) the location of the Freeway Upgrade; and
 - (iv) the impact of the Freeway Upgrade, including its noise level, to the Property.

55. Fire protection

- (a) This Additional Special Condition 54 only applies if, as at the date construction of the dwelling commences on the Land in accordance with special condition 15.2, the Property is located in a designated bushfire prone area.
- (b) The Purchaser acknowledges and agrees that:
 - (i) the Property is located in a designated bushfire prone area;
 - (ii) special bushfire construction requirements apply; and
 - (iii) the *Building Regulations 2018* may require the Purchaser to:
 - A. procure a site assessment for the purposes of determining the bushfire attack level assessment for the Property;
 - B. comply with increased construction requirements; and
 - C. incur increased costs,prior to or in connection with the construction of a dwelling house and the performance of any building works on the Land.
- (c) The Purchaser must:
 - (i) at its sole cost, comply with any requirements and pay any increased costs contemplated under Additional Special Conditions 55(b); and

- (ii) not Object in relation to any increased construction requirements or costs imposed on it.
- (d) The Purchaser must inform any subsequent purchaser of the Property of the matters referred to in this Additional Special Condition 54.

56. Sales & Information Centre

The Purchaser agrees and acknowledges that:

- (a) a sales and information centre may be located on the Estate; and
- (b) the sales centre may generate noise and additional traffic in the area surrounding it.

57. GAIC Event

- (a) The Purchaser acknowledges and agrees that:
 - (i) the Property is located in a contribution area within the meaning of section 201RC of the *Planning and Environment Act 1987*;
 - (ii) an application for a building permit in respect of the Property may comprise a GAIC event (within the meaning of section 201RA of the *Planning and Environment Act 1987*) in respect of land of which the Property forms part; and
 - (iii) the occurrence of a GAIC event may require the Vendor to pay a growth areas infrastructure contribution (within the meaning of section 201S of the *Planning and Environment Act 1987*) at a time or for an amount which is not suitable to the Vendor, or which may cause the Vendor to suffer loss and damage.
- (b) The Purchaser must not and must not permit:
 - (i) an application for a building permit (within the meaning of Part 3 of the *Building Act 1993*) to be made in respect of the Property; or
 - (ii) the occurrence of a GAIC event (within the meaning of section 201RA of the *Planning and Environment Act 1987*),before the Completion Date, without the prior written consent of the Vendor.
- (c) The Purchaser irrevocably appoints the Vendor as its attorney to sign all documents and do all things necessary to effect a withdrawal of any building permit application made in contravention of Additional Special Condition 57(b).
- (d) The Purchaser is liable for and indemnifies the Vendor on demand against all Claims arising from or in connection with any default or failure by the Purchaser to comply with this Additional Special Condition 57.

58. Display Villages

- (a) The Purchaser acknowledges that:
 - (i) the Estate will contain one or more display villages; and

- (ii) there may be road closures and limited vehicle access from time to time affecting roads running through or near the display villages for the duration of the display villages' period of operation,

and the Purchaser must not Object.

- (b) The Purchaser agrees that it will not lodge any objection in relation to any Development Consent for any proposed future display village, and irrevocably appoints the Vendor as its attorney to execute and lodge a withdrawal of any objection lodged in contravention of this Additional Special Condition 58.
- (c) The Purchaser must inform any subsequent purchaser of the Property of the matters set out in this Additional Special Condition 58.

59. No Objection to applications

The Purchaser:

- (a) must not object to or oppose or procure any other person to object to or oppose any planning, building or other application submitted by the Vendor or their respective associates and affiliates in relation to the development of the Estate and surrounding areas;
- (b) irrevocably appoints the Vendor as its attorney to sign all documents and do all things necessary to effect a withdrawal of any applications made in contravention of Additional Special Condition 59(a); and
- (c) is liable for and indemnifies the Vendor on demand against all Claims arising from or in connection with any default or failure by the Purchaser to comply with this Additional Special Condition 58.

60. Substation

- (a) The Vendor discloses that, as at the Contract Date, an electricity substation is expected to be located on the Substation Lot and any other infrastructure associated with the substation may be located in road reserves or as overhead power lines, in or on land within the Estate.
- (b) The Purchaser acknowledges and agrees that:
 - (i) Electricity substations or kiosks, and other infrastructure associated with substations may be constructed in or within the vicinity of the Estate for the purposes of providing electricity and related services in the Estate and neighbouring areas;
 - (ii) the final location, design of, timing for construction and completion of the electricity substations are still being determined; and
 - (iii) the Vendor makes no representations or warranties as to the accuracy of the design, location, size or noise of the electrical substation as described in any marketing collateral issued by the Vendor from time to time, as such details may be subject to change during the development of the electricity substations.

61. Use of roads

The Purchaser acknowledges and agrees that:

- (a) roads in and around the Estate may be closed or gated and access restricted whilst the Vendor undertakes Development Activities;

- (b) use of the roads in and around the Estate will be shared with construction traffic whilst the Vendor undertakes Development Activities; and
- (c) the roads within the Estate may, in the future, be used to access adjoining stages for the Estate.

62. Bridge

The Purchaser acknowledges and agrees that:

- (a) a bridge or bridges may be constructed over the wetlands area to connect the eastern and western parts of the Estate (**Bridge**);
- (b) the Vendor may erect fencing along the Bridge which may impact views over the wetlands area and the Estate;
- (c) the anticipated timing for completion of the Bridge is still being determined;
- (d) until a Bridge is constructed, direct access between the eastern and western parts of the Estate may not be possible; and
- (e) the Vendor makes no representations or warranties as to the accuracy of the design, location or size of a bridge described in any marketing collateral issued by the Vendor from time to time, as such details may be subject to change during the development of the Estate.

63. Medium Density Housing

As at the Contract Date, the Vendor intends to construct (or to procure the construction of) Medium Density Housing and the Purchaser acknowledges and agrees that:

- (a) it is the Vendor's current intention that Medium Density Housing will be constructed in the Estate;
- (b) the construction and use of Medium Density Housing may generate noise and additional traffic in the area surrounding the Medium Density Housing;
- (c) the final location, design of, timing for construction and completion of the Medium Density Housing is still being determined; and
- (d) the Vendor makes no representations or warranties as to the accuracy of the design, location or size of the Medium Density Housing as described in any marketing collateral issued by the Vendor from time to time, as such details may be subject to change during the development of the Medium Density Housing.

64. Adjoining Developments

The Purchaser acknowledges and agrees that:

- (a) as at the Contract Date, the land adjoining the Estate is being developed by a number of third parties (**Adjoining Developments**); and
- (b) the Vendor has no control or influence whatsoever in relation to the development of the Adjoining Developments including when, if at all, the development will occur.

65. Cultural Heritage Management Plan

The Purchaser acknowledges that:

- (a) a cultural heritage management plan has been prepared by Ochre Imprints in relation to the Development Activities to occur within the Estate;
- (b) an extract of the executive summary of the cultural heritage management plan is contained in the vendor's statement; and
- (c) the Purchaser may request a full copy of the cultural heritage management plan from the Vendor.

66. Landscaping

- (a) The Purchaser acknowledges and agrees that:
 - (i) the Vendor may, from time to time and in the Vendor's absolute discretion, provide to the Purchaser plans showing fencing and landscaping works to be undertaken on the Property or the Estate more generally (**Landscaping Works**);
 - (ii) the Vendor may construct fences and carry out landscaping for the Property generally in accordance with the Landscaping Works, which may change from time to time in the Vendor's absolute discretion; and
 - (iii) the Vendor makes no representations or warranties in relation to the design, location and size of the fences, landscaping, Landscaping Works and any marketing collateral issued by the Vendor from time to time, as such details may be subject to change during the development of the Estate.
- (b) The Purchaser:
 - (i) must not construct a fence along the boundaries referred to in Additional Special Condition 66(a) (unless written permission is otherwise obtained from the Vendor);
 - (ii) must not do anything to prevent, inhibit, delay or restrict the Vendor (including any employees, officers, contractors and consultants of the Vendor) from complying with Additional Special Condition 66(a); and
 - (iii) grants the Vendor (including any employees, officers, contractors and consultants of the Vendor) a licence to access the Property after the Completion Date to construct the fences and carry out landscaping as contemplated in Additional Special Condition 66(a).
- (c) The Purchaser must not Object or make a Claim against the Vendor in relation to any of the matters referred to in this Additional Special Condition 66.

67. Heritage artefacts

The Purchaser acknowledges that:

- (a) the 'Oakfield Shearing Shed' and 'Beveridge Gangers House Ruins and Brick Scatter' are located on the respective western and eastern boundaries of the Estate and appear on the Victorian Heritage database (together, the **Heritage Artefacts**);
- (b) the Heritage Artefacts may be visible from other parts of the Estate, including the Property;
- (c) the Vendor is not required to make any improvements to the Heritage Artefacts;
- (d) the Vendor may deal with the Heritage Artefacts in its absolute discretion (but in accordance with all Laws) including by:
 - (i) making submissions to Heritage Victoria in relation to the Heritage Artefacts;
 - (ii) undertaking archaeological excavations; or
 - (iii) preparing a consent to damage application,in relation to the Heritage Artefacts; and
- (e) the Purchaser must not Object to the existence or state of the Heritage Artefacts or any action or inaction undertaken by the Vendor or its agents.

68. Community Infrastructure Levy

The Purchaser acknowledges and agrees that:

- (a) as a condition of the Planning Restrictions, the Purchaser will be required to make a payment to the Council as a community infrastructure payment before obtaining any building approval in respect of the Property which may be subject to change from time to time;
- (b) the Purchaser must not Object in respect of any such payment; and
- (c) in the event that the Vendor makes a community infrastructure payment to Council before the Completion Date, the amount paid by the Vendor will be adjusted in favour of the Vendor on the Completion Date.

69. Proof of Adequate Funds

- (a) The Vendor may at its discretion request Proof of Finance from the Purchaser (**Request for Proof**).
- (b) The Purchaser must respond to any Request for Proof from the Vendor under Additional Special Condition 69(a) within 7 business days of the Request for Proof being sent to the Purchaser.
- (c) If the Vendor is not satisfied (in its absolute discretion) that the Purchaser has adequate funds to complete this contract, as a result of a response to a Request for Proof or a failure to respond to a Request for Proof, the Vendor may terminate this contract by giving notice in writing to that effect to the Purchaser at any time.
- (d) If this contract is terminated under Additional Special Condition 69(c):
 - (i) the Deposit will be forfeited by the Purchaser to the Vendor including any interest earned; and

- (ii) unless otherwise provided for in this contract, neither party will have any claim against the other under this contract or arising from or out of the termination of this contract.

70. Application of special conditions to multiple Lots

If the Property comprises more than one Lot, all Special Conditions in this contract, including but not limited to these Additional Special Conditions, apply separately to each such Lot, to the extent that it is practicable for them to do so.

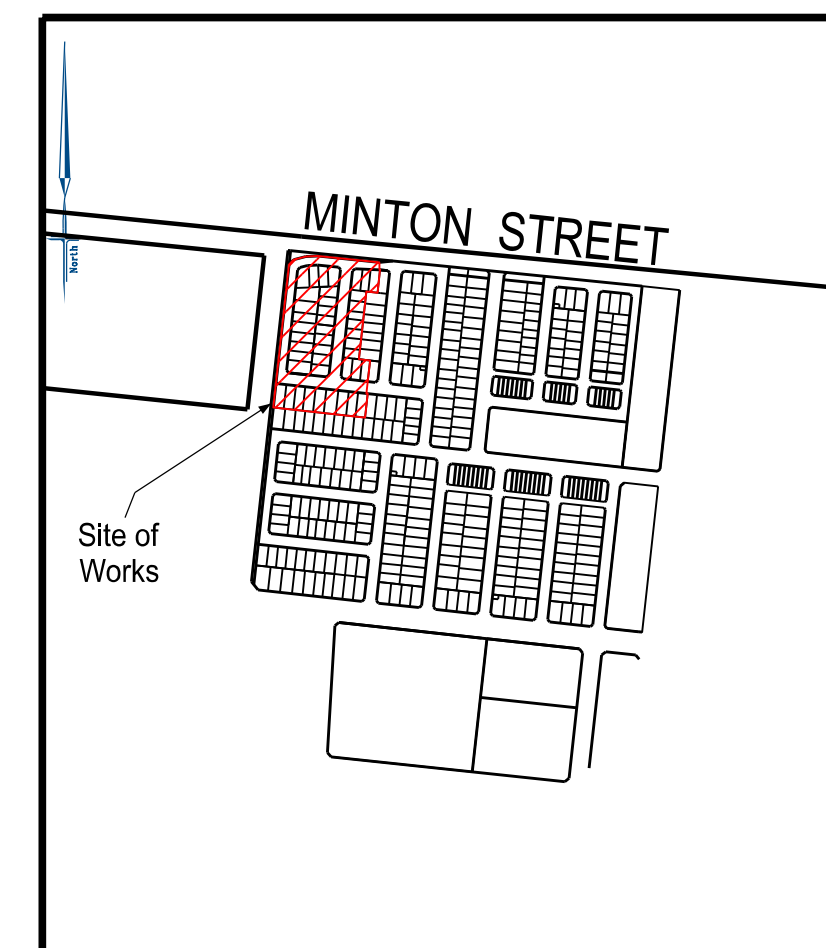
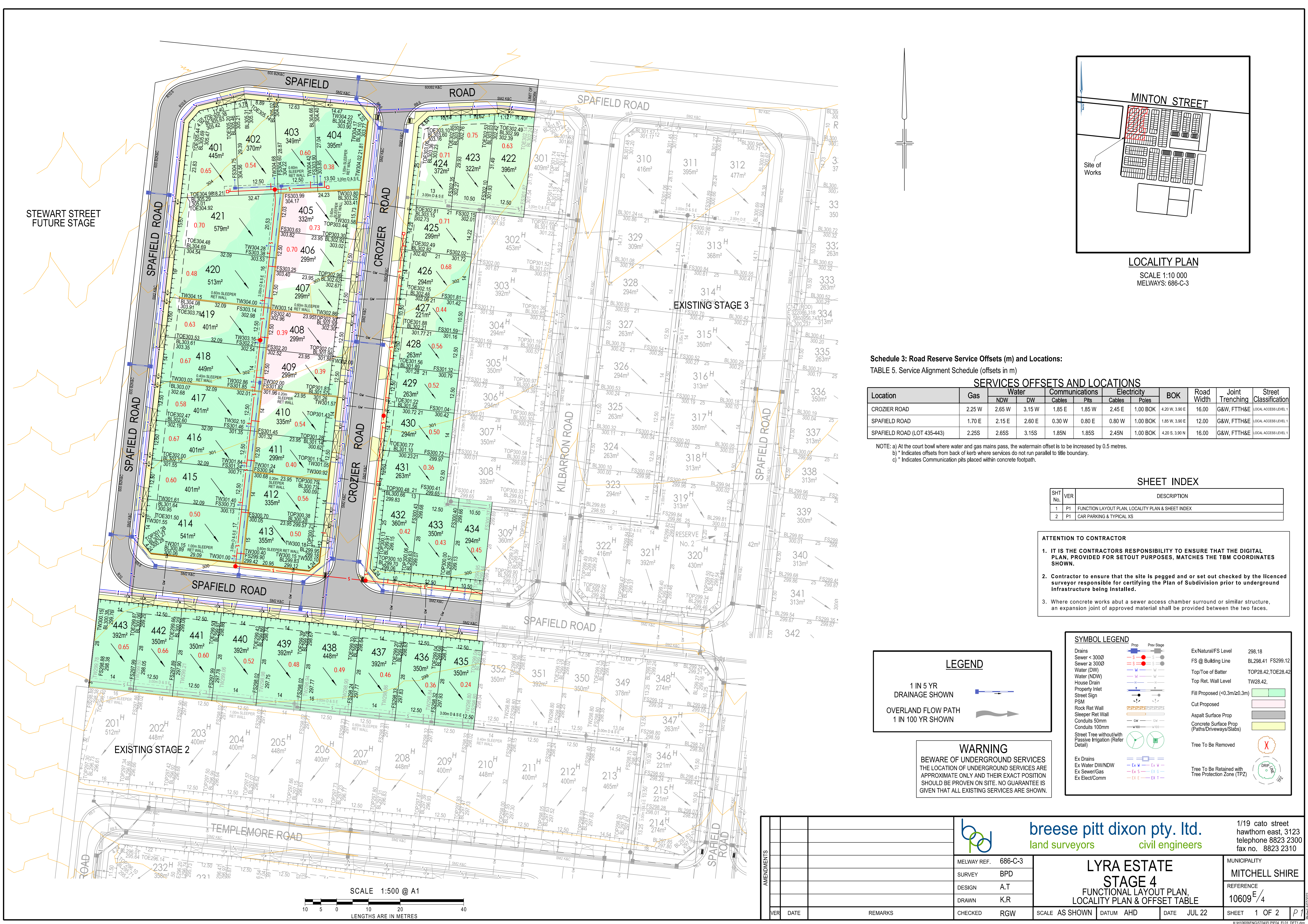
71. No objection

The Purchaser must not Object or make a Claim against the Vendor in relation to any of the matters set out in these Additional Special Conditions.

72. No merger

The parties acknowledge and agree that the Additional Special Conditions do not merge on Completion or termination of this contract.

ANNEXURE B – Surface Levels Plan



LOCALITY PLAN

SCALE 1:10 000
MELWAYS: 686-C-3

Schedule 3: Road Reserve Service Offsets (m) and Locations:

TABLE 5. Service Alignment Schedule (offsets in m)

SERVICES OFFSETS AND LOCATIONS

Location	Gas	Water		Communications		Electricity		BOK	Road Width	Joint Trenching	Street Classification
		NDW	DW	Cables	Pits	Cables	Poles				
CROZIER ROAD	2.25 W	2.65 W	3.15 W	1.85 E	1.85 W	2.45 E	1.00 BOK	4.20 W, 3.90 E	16.00	G&W, FTH&E	LOCAL ACCESS LEVEL 1
SPAFIELD ROAD	1.70 E	2.15 E	2.60 E	0.30 W	0.80 E	0.80 W	1.00 BOK	1.85 W, 3.90 E	12.00	G&W, FTH&E	LOCAL ACCESS LEVEL 1
SPAFIELD ROAD (LOT 435-443)	2.25S	2.65S	3.15S	1.85N	1.85S	2.45N	1.00 BOK	4.20 S, 3.90 N	16.00	G&W, FTH&E	LOCAL ACCESS LEVEL 1

NOTE: a) At the court bowl where water and gas mains pass, the watermain offset is to be increased by 0.5 metres.
b) * Indicates offsets from back of kerb where services do not run parallel to title boundary.
c) ° Indicates Communication pits placed within concrete footpath.

SHEET INDEX

SHT No.	VER	DESCRIPTION
1	P1	FUNCTION LAYOUT PLAN, LOCALITY PLAN & SHEET INDEX
2	P1	CAR PARKING & TYPICAL XS

ATTENTION TO CONTRACTOR

1. IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE THAT THE DIGITAL PLAN, PROVIDED FOR SETOUT PURPOSES, MATCHES THE TBM COORDINATES SHOWN.
2. Contractor to ensure that the site is pegged and or set out checked by the licenced surveyor responsible for certifying the Plan of Subdivision prior to underground infrastructure being installed.
3. Where concrete works at a sewer access chamber surround or similar structure, an expansion joint of approved material shall be provided between the two faces.

LEGEND

1 IN 5 YR
DRAINAGE SHOWN



OVERLAND FLOW PATH
1 IN 100 YR SHOWN



WARNING


BEWARE OF UNDERGROUND SERVICES
THE LOCATION OF UNDERGROUND SERVICES ARE
APPROXIMATE ONLY AND THEIR EXACT POSITION
SHOULD BE PROVEN ON SITE. NO GUARANTEE IS
GIVEN THAT ALL EXISTING SERVICES ARE SHOWN.

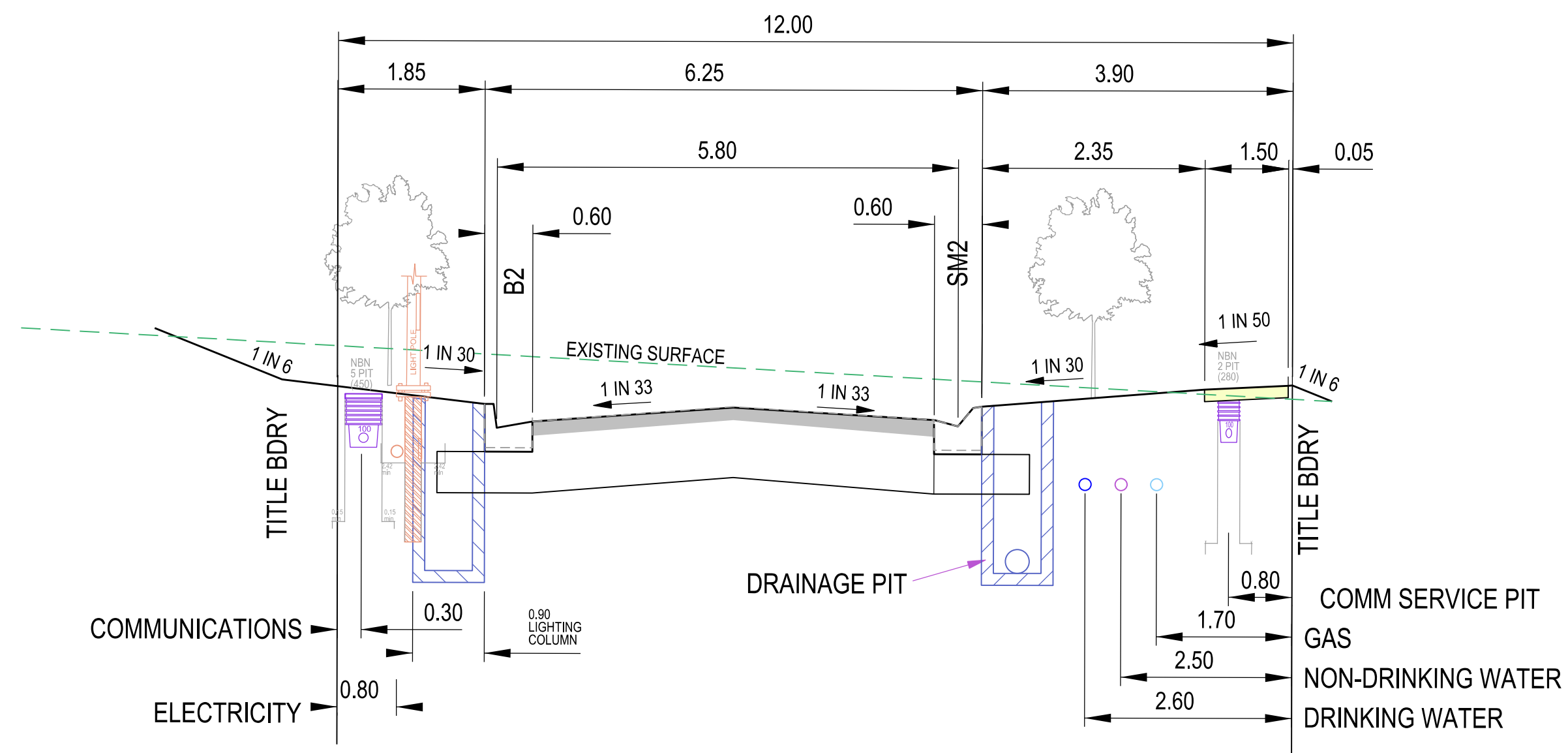
SYMBOL LEGEND

Drains	Prop	Prev Stage	Ex/Natural/FS Level	298.18
Sewer < 3000	S	S	FS @ Building Level	BL298.41 FS299.1
Sewer ≥ 3000	S	S		
Water (DW)	W	W	Top/Toe of Batter	TOP28.42, TOE28.4
Water (NDW)	W	W	Top Ret. Wall Level	TW28.42,
House Drain	W	W		
Property Inlet	W	W		
Street Sign	W	W		
PSM	W	W	Fill Proposed (<0.3m/≥0.3m)	
Rock Ret Wall	W	W	Cut Proposed	
Sleeper Ret Wall	W	W	Asphalt Surface Prop	
Conduits 50mm	W	W	Concrete Surface Prop	
Conduits 100mm	W	W	(Paths/Driveways/Slabs)	
Street Tree without/passive Irrigation (Refer Detail)	W	W	Tree To Be Removed	
Ex Drains	W	W		
Ex Water/DW/NDW	W	W		
Ex Sewer/GS	W	W		
Ex Elec/Comm	W	W	Tree To Be Retained with Tree Protection Zone (TPZ)	

SCALE 1:500 @ A1

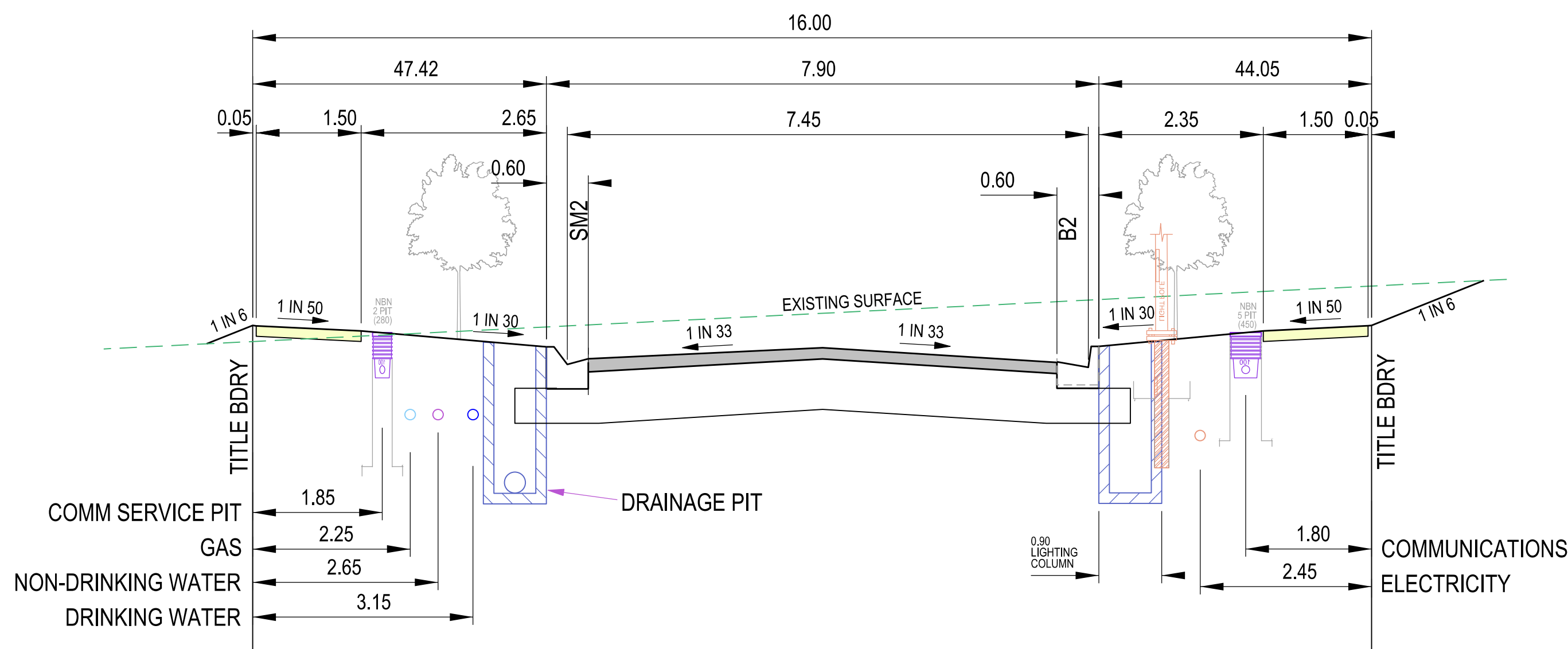
LENGTHS ARE IN METRES

AMENDMENTS				 <div>breese pitt dixon Pty. Ltd. land surveyors civil engineers</div>	1/19 cato street hawthorn east, 3123 telephone 8823 2300 fax no. 8823 2310			
			MELWAY REF. 686-C-3	LYRA ESTATE STAGE 4 FUNCTIONAL LAYOUT PLAN, LOCALITY PLAN & OFFSET TABLE			MUNICIPALITY	
			SURVEY BPD				MITCHELL SHIRE	
			DESIGN A.T				REFERENCE	
			DRAWN K.R				10609 ^E / ₄	
VER	DATE	REMARKS	CHECKED RGW	SCALE AS SHOWN	DATUM AHD	DATE JUL 22	SHEET 1 OF 2	P 1




SPAFIELD ROAD 12.00m

ACCESS STREET TYPE 1



SPAFIELD & CROZIER RD 16.00m

ACCESS STREET TYPE 1

AMENDMENTS				breese pitt dixon pty. ltd. land surveyors civil engineers			1/19 cato street hawthorn east, 3123 telephone 8823 2300 fax no. 8823 2310						
			MELWAY REF.	686-C-3	LYRA ESTATE STAGE 4 TYPICAL ROAD CROSS SECTIONS			MUNICIPALITY					
			SURVEY	BPD				MITCHELL SHIRE					
			DESIGN	A.T				REFERENCE					
			DRAWN	K.R				10609 ^E / ₄					
VER	DATE	REMARKS	CHECKED	RGW	SCALE	AS SHOWN	DATUM	AHD	DATE	JUL 22	SHEET	2 OF 2	P 1

ANNEXURE C – Design Essentials



Gateway design essentials



Stockland



Lyra

design@stockland.com.au

CONTENTS

Introduction	3
Stockland's Commitment & Objective	
The Community Vision	
Promoting Good Design	
Design Approval	4
Submission Requirements	
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The Design Essentials	
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06 How to make additions to your home	18



INTRODUCTION

Stockland’s Commitment & Objective

Stockland’s commitment to you is to encourage and showcase quality urban design. Stockland’s objective is to create a pleasant living environment that is centred around a strong sense of community and provides a variety of housing solutions to suit a diverse range of lifestyles.

It is important that the design of your home is in keeping with the Design Essentials outlined in this document.

They have been created to:

- Encourage visually appealing streetscapes.
- Promote environmentally responsible development.
- Provide certainty about the standard of housing.
- Assure you that everyone will contribute equally to achieving a strong neighbourhood character.
- Protect your investment.
- Promote a modern Australian architectural style that responds to the Australian climate and fosters a cohesive streetscape, and
- Deliver on ‘The Community Vision’.

The Community Vision

Stockland is presented with a unique opportunity to deliver a high-quality masterplanned community. It will provide a wide range of high-quality public and private facilities and market-leading housing choices in a variety of landscape settings.

The Design Essentials outlined in this document allow the implementation of key design principles to deliver a strong sense of place and community.

This community will offer an incomparable range of lifestyle choices, providing an outstanding place set in the signature landscape with memorable landmarks where people will love to live. A place that people will be proud to call home.

Promoting Good Design

The Design Essentials encourage a cohesive streetscape while promoting variety in house design.

The Essentials are designed to create a neighbourhood that is visually interesting, promotes diversity and is of a consistent high quality. To achieve this objective the Design Essentials facilitate good residential design.

By following the Design Essentials carefully you will help to contribute to the creation of a more desirable neighbourhood and enhance the value of your home and community.

DESIGN APPROVAL

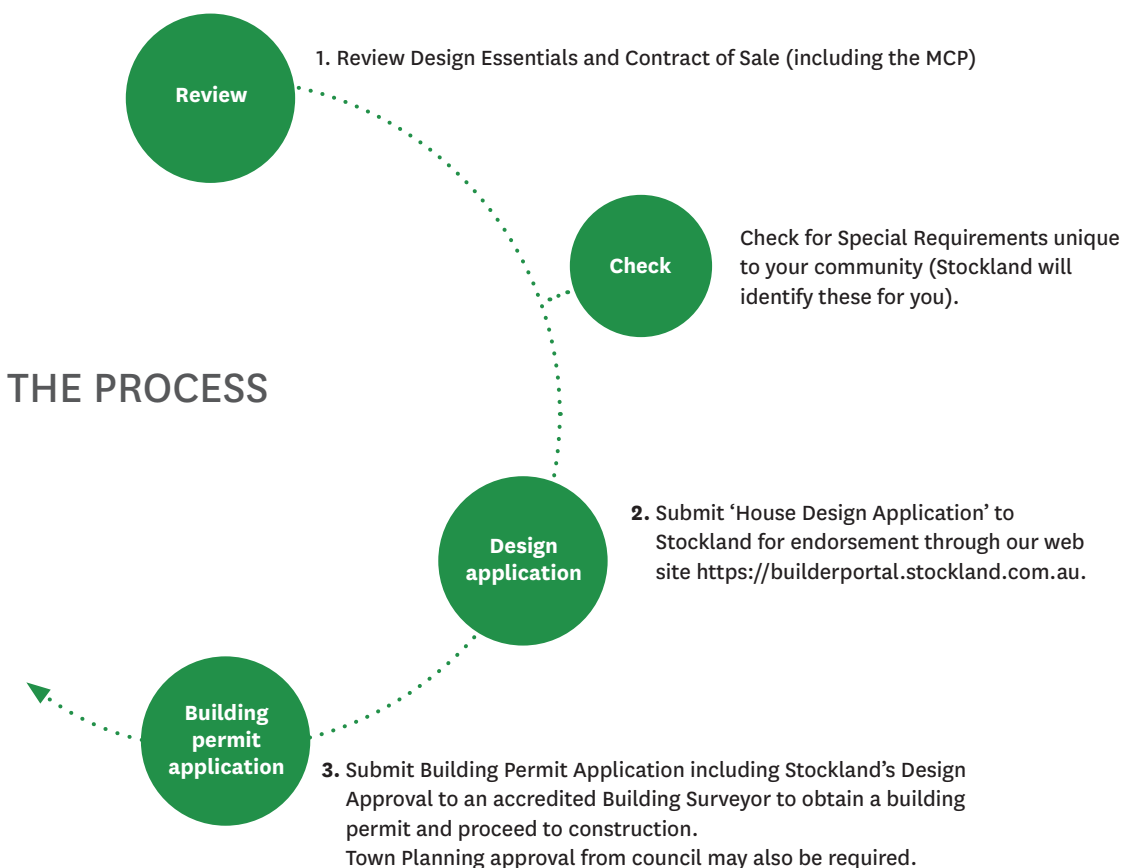
Submission requirements

In order to build, you must apply and have an application package approved by Stockland's Covenant Team. Design Approval by Stockland does not constitute building approval or compliance with building regulations. Upon obtaining Design Approval from Stockland, a building permit must be obtained from the local Council or a private Building Surveyor before construction can commence.

The process

Stockland's Covenant Team will endeavour to assess proposals in the shortest possible time, generally within 10 business days of receiving all required information for the application. Approved plans will be stamped approved, copied and returned to the applicant or their agent. The progress of the home will be monitored by Stockland to ensure that it conforms with the approved design.

All requests for comment from Stockland's Covenant Team, or any other queries, should be directed to the Stockland Covenant Administrator.



Developer's Responsibility

Whilst Stockland will endeavour to ensure compliance with these Design Essentials wherever possible, Stockland will not be responsible or liable to any person for any loss, damage or injury arising whether directly or indirectly from any noncompliance with these Design Essentials.

THE DESIGN ESSENTIALS

01

SITING AND SERVICING YOUR HOME

Minimum setbacks

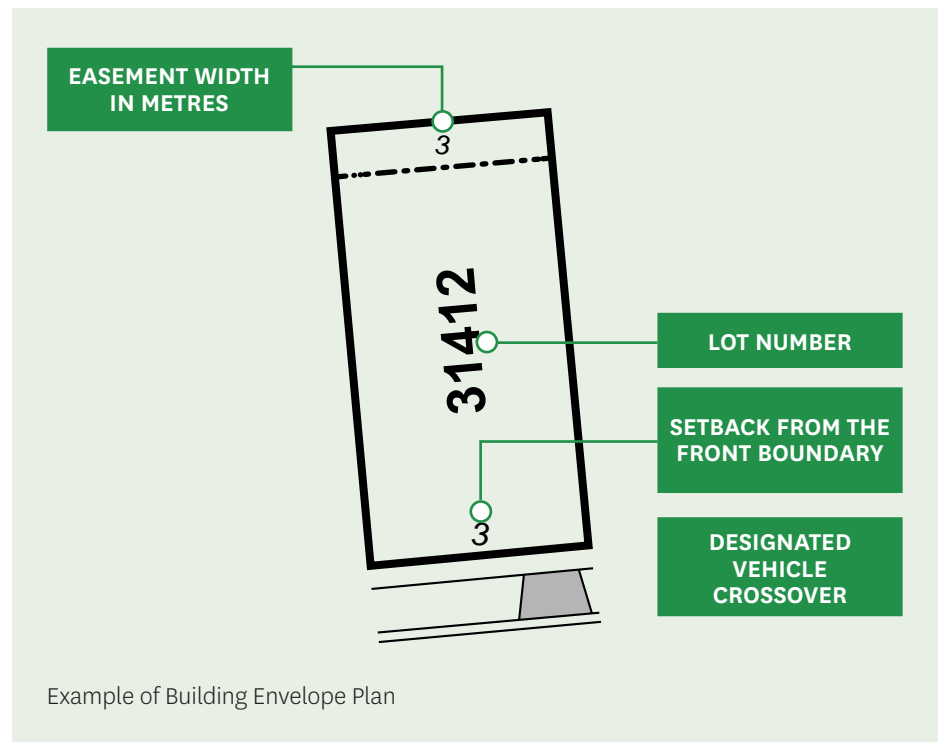
All minimum setbacks must be as shown on the Building Envelope Plan contained within the Memorandum of Common Provisions (MCP) provided by Stockland in your contract of sale.

Service connections

You must ensure that your home is connected to all available in-ground services according to the service provider's standards including the purple pipe system for recycled water and the broadband optic fibre network if present.

Small lots

Depending on local Council requirements small lots under 300sqm may be subject to the small lot housing code and/or require a Town Planning permit.



02

THE STYLE OF YOUR HOME

Choosing a home style that fits in with your neighbourhood

Home style

Your home design must be either 'Hamptons-inspired' or 'Contemporary' and in keeping with the other homes in your street.

Faux heritage styles and detailing will not be permitted unless it is in keeping with the above architectural styles.

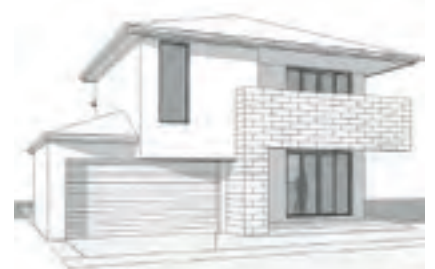
House design separation

The house may not be the same as one within three lots either side or across the street, unless:

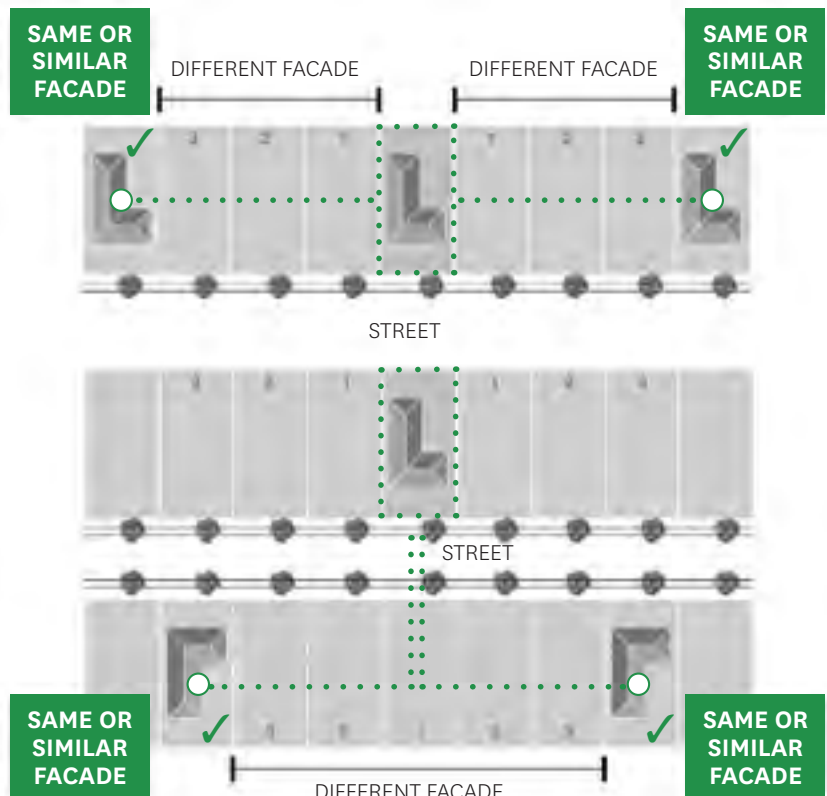
- It is approved in writing by Stockland and/or;
- The house is part of a row of terraced homes or a medium density development.



X Faux heritage features not permitted



✓ Contemporary facade



Roof pitch

A minimum roof pitch of 22.5 degrees is required unless it is a skillion roof, in which case it must have a minimum roof pitch of 10 degrees and a maximum roof pitch of 15 degrees.

Eaves

Eaves a minimum of 300mm deep are required for sections of roof visible from the street, with a minimum 2 metre return on the side.

Eaves a minimum of 300mm deep are required to all sides of double storey components.

Parapet walls

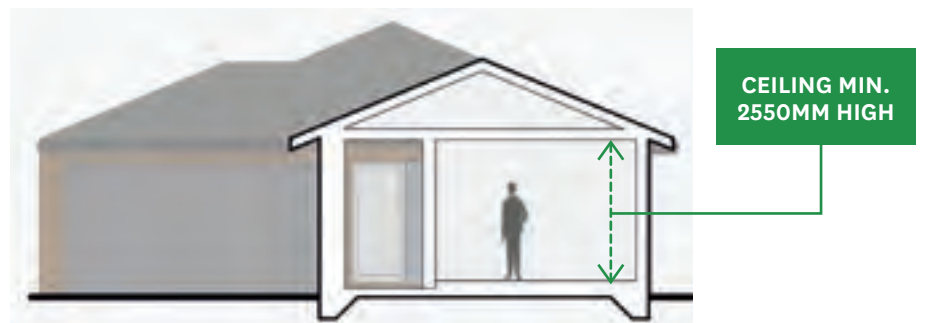
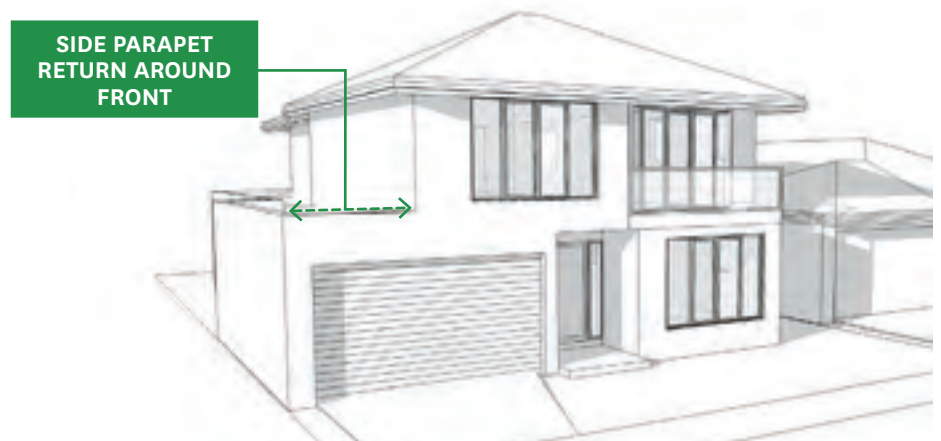
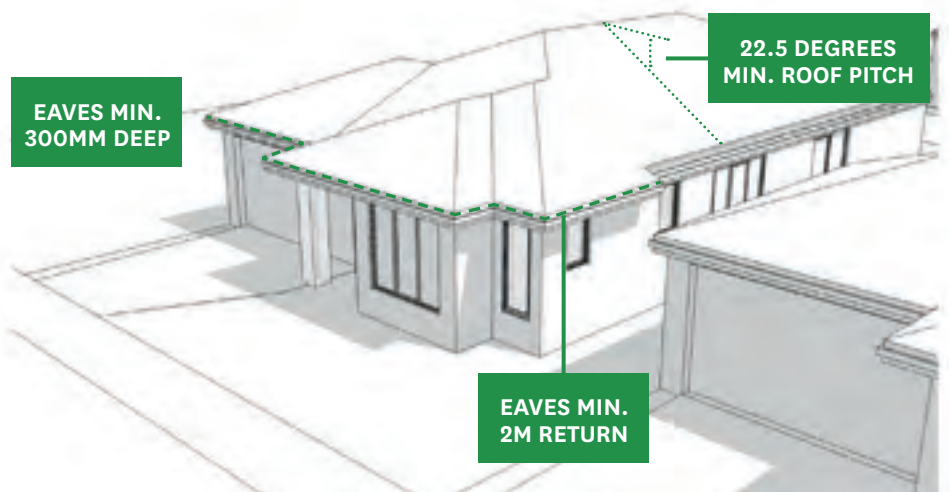
Flat roofs less than 5 degrees must be fully concealed by a parapet.

Any side parapet wall must return around the front facade and must not create a 'step' in the front facade wall.

Ceiling heights

Your home must have a minimum ceiling height of 2550mm.

Double storey designs have minimum ceiling heights for the second storey in accordance with Building Regulations.



03

HOW YOUR HOME ADDRESSES THE STREET

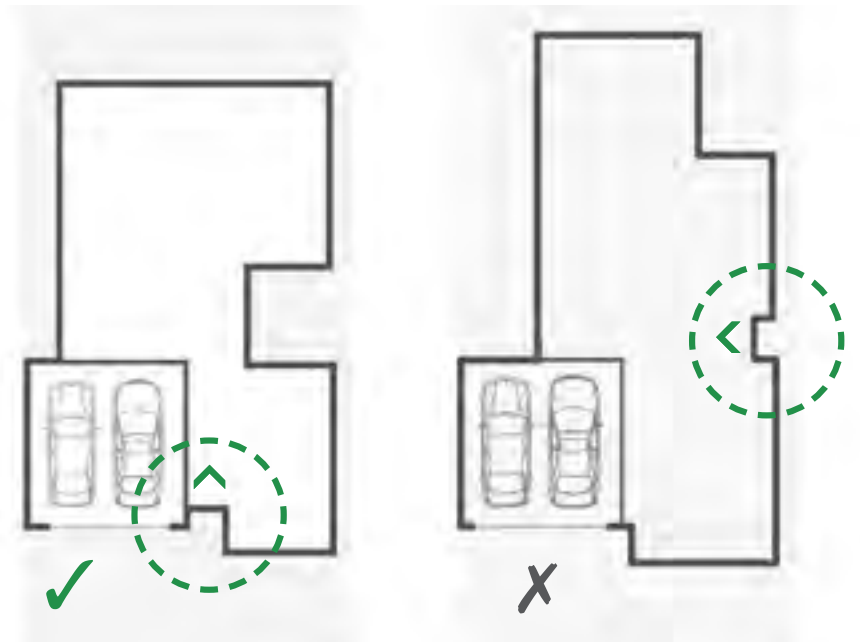
Front door facing the street

Your home must have a front door facing the street and either a verandah, porch or portico.

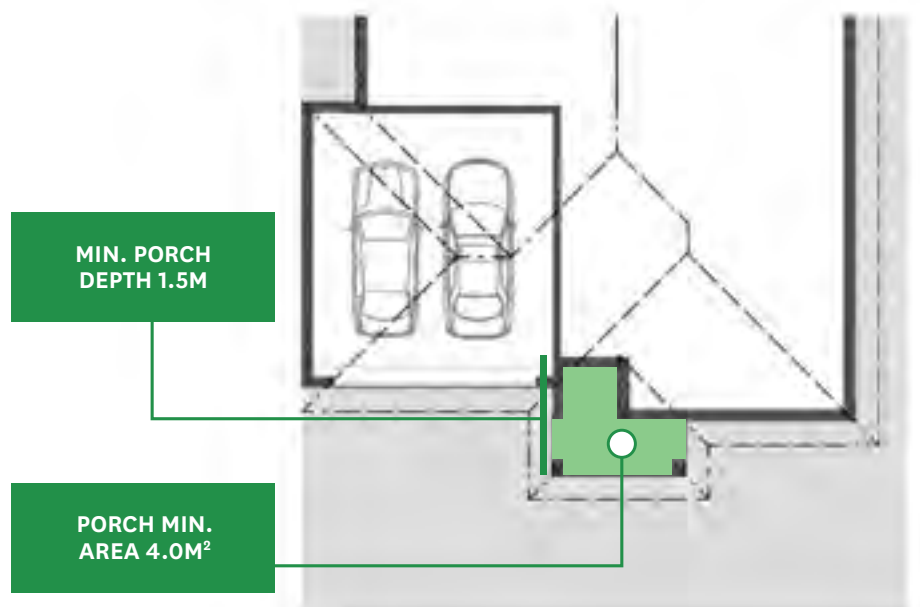
Porch, portico or verandah size

The front entry must incorporate either a porch, portico or verandah that has:

- A minimum under roof area of 4m²
- A minimum depth of 1.5m.



Front door facing the street



Porch, portico or verandah size

Windows

Your home must have a minimum of 1 habitable room window on each facade facing both the primary and secondary street frontages.

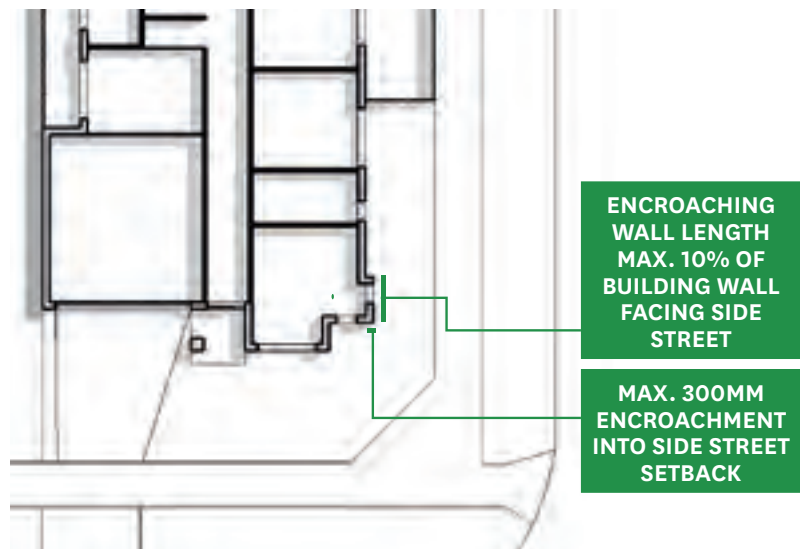
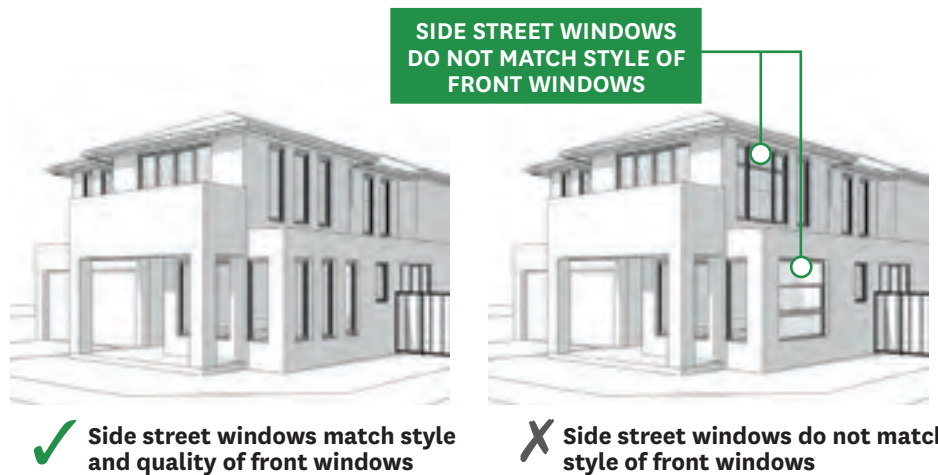
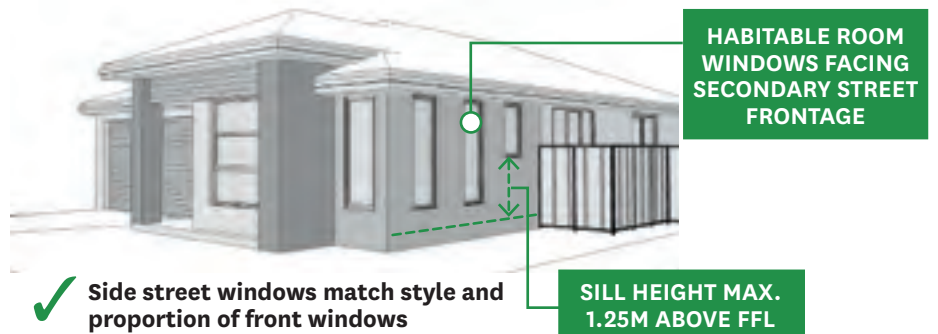
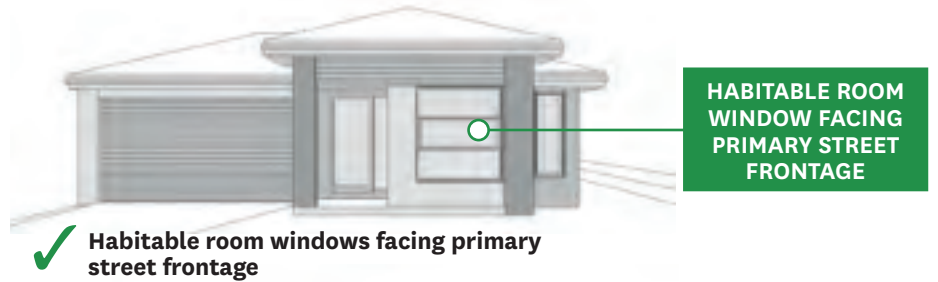
Windows that are readily visible from the street must be consistent in style and proportion and must have a maximum sill height of 1.25m above the finished floor level (FFL). These windows include:

- ground floor and upper storey windows on the front facade facing the primary street frontage, and;
- ground floor and upper storey windows forward of the corner fence return facing the secondary street frontage.

Blank walls with no windows are not permitted on any facade visible from both primary and secondary street frontages.

Corner lots

A building on a corner lot may encroach not more than 300mm into the setback on a side street for a maximum length of 10 per cent of the building wall facing that side street.



Second storey facade articulation

Second storey facades to front or side street and rear laneway must incorporate balconies and/or additional setbacks and articulation.

External materials

All external materials and colours must suit the character of the neighbourhood and be submitted to Stockland for approval.

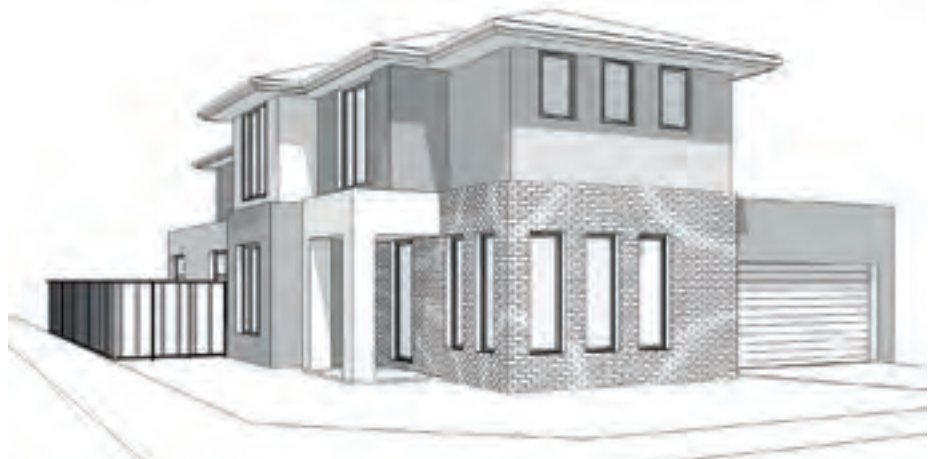
Single storey colour and material requirements apply to the second storey.

For homes on corner and rear-accessed lots, architectural treatment, facade elements, roof articulation, materials and colours incorporated on the front facade must return along the secondary street frontage up to the corner fence return. Refer to corner fence requirements.

Roof, gutters and downpipes

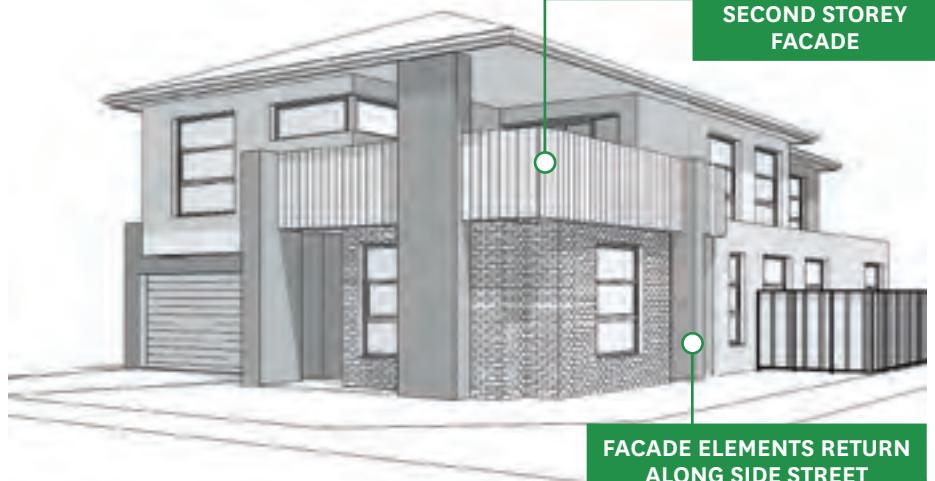
Gutter and fascia colours are to match the roof colour. Downpipe colours must not contrast with wall colour.

Roof materials must not be: unfinished, reflective, galvanised, zinc, fibre cement: tray deck sheeting.



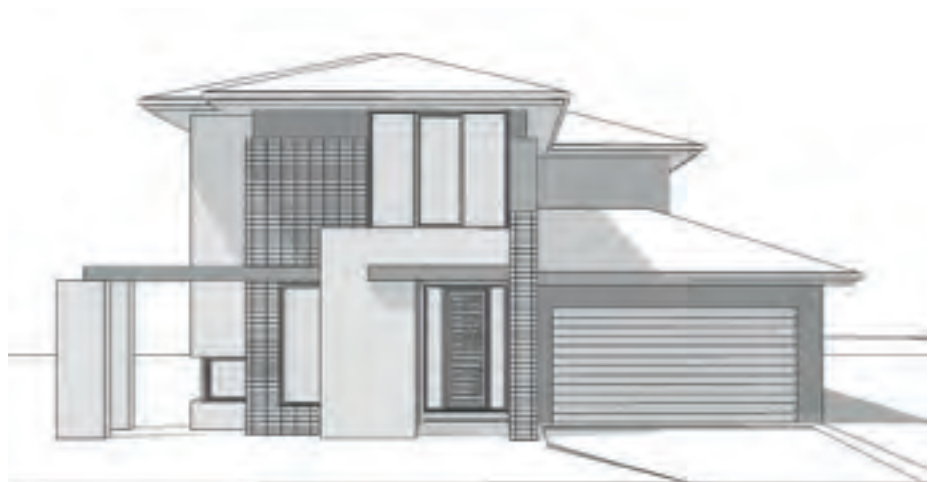
✓ **Front street elevation materials and colours continue for all facades visible to the street**

BALCONY TO FRONT & SIDE STREET SECOND STOREY FACADE



✓ **Corner lot architectural treatment, facade elements, roof articulation, materials and colours**

FACADE ELEMENTS RETURN ALONG SIDE STREET FRONTAGE UP TO CORNER FENCE RETURN



✓ **Additional setbacks and articulation to second storey facade**

Garages

The garage must be attached and match the quality and finish of the exterior of your home. Carports will not be approved.

Single and double garages must be set back a minimum of 840mm from the front or side building line unless otherwise noted in the MCP. The exception to this is where the house is double storey and the second level covers 50% of the garage area. In this case, the garage can be in line with the front or side building line.

Single garages must have a maximum opening width of 3.5m. Double garages must have a maximum opening width of 5.5m.

Double garages cannot exceed 7m in width (measured as the internal clear width plus the external wall).

Rear-access garages

A garage accessed from the rear of the property must be set back 500mm minimum from the rear property line.

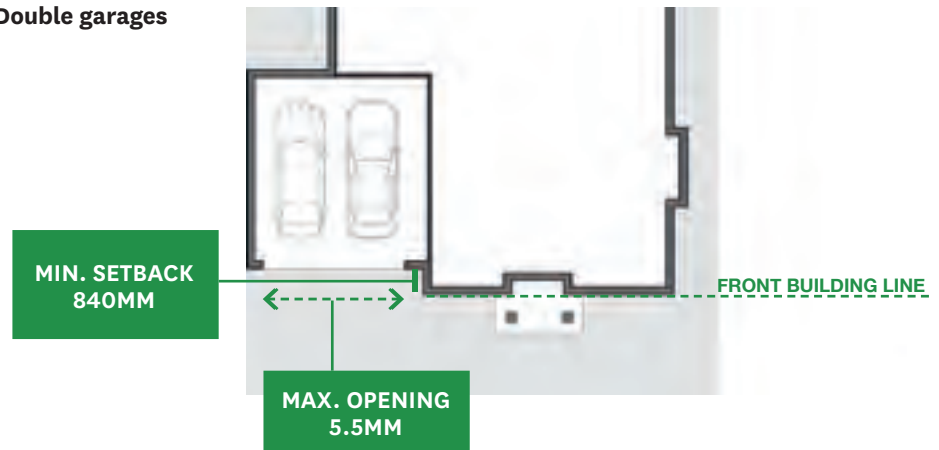
Rear access garages can be detached but must match the look of the dwelling.

Triple garages

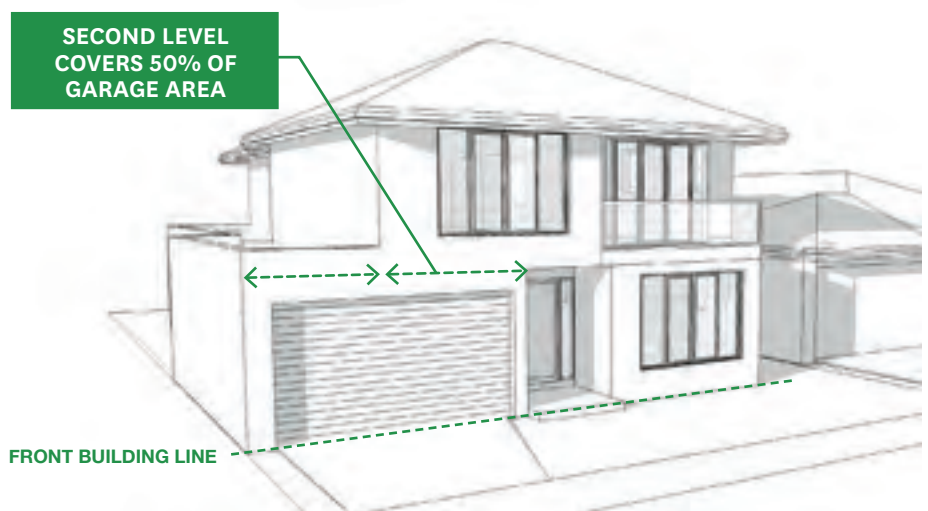
If a triple garage frontage is proposed then:

- The lot width must be at least 20.0m frontage;
- The third garage must be set back a further 840mm from the other garage doors.

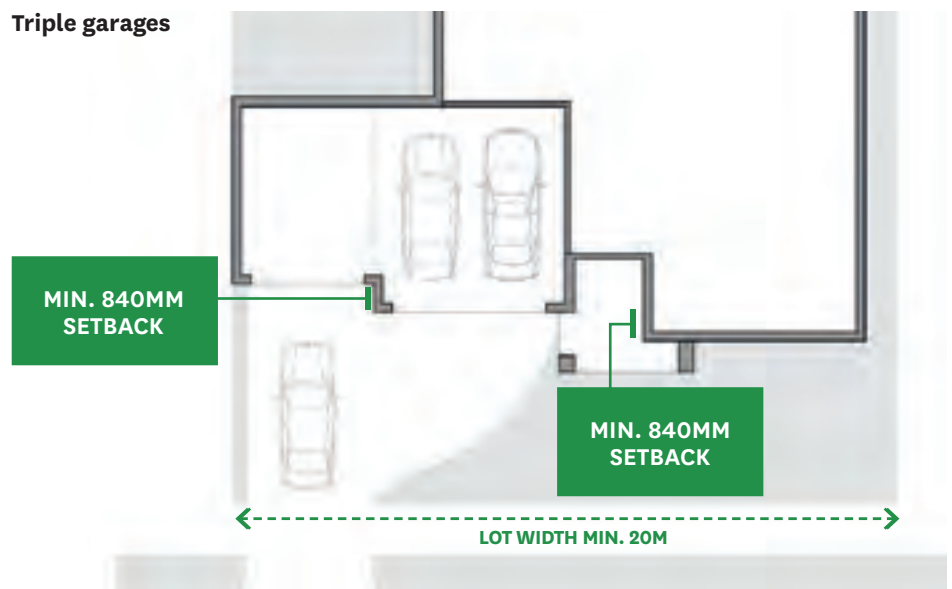
Double garages



Garage design - double storey home



Triple garages



Garage doors

Garage doors must be:

- Panel lift, or
- Sectional overhead, or
- Tilt-a-door.

Roller doors will not be approved.

Requirements for home frontages that are 13m or more in width

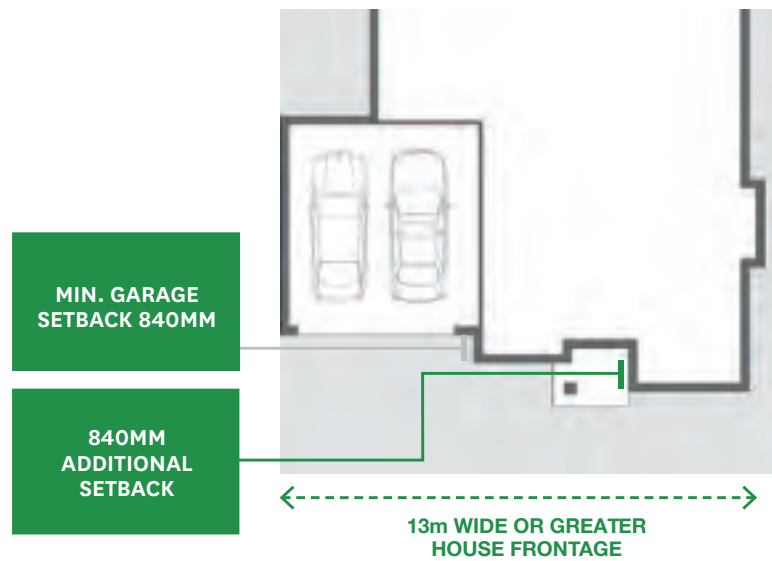
Where your home frontage is 13.0m wide or greater at least one of the following is required:

- A step in the front facade of a minimum 840mm (this step must be in addition to any step at the garage), or
- A portico/verandah with a minimum area of 10sqm. The porch must also have a depth of minimum 1.5m deep at some point, or
- A verandah for the full length of the frontage (excluding the garage).

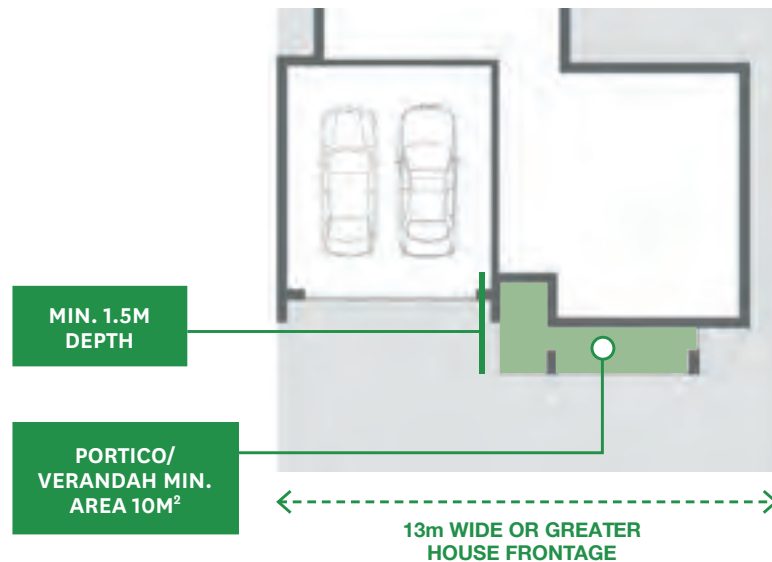
Note: An entry recess is not a step in the facade.

Canopy tree

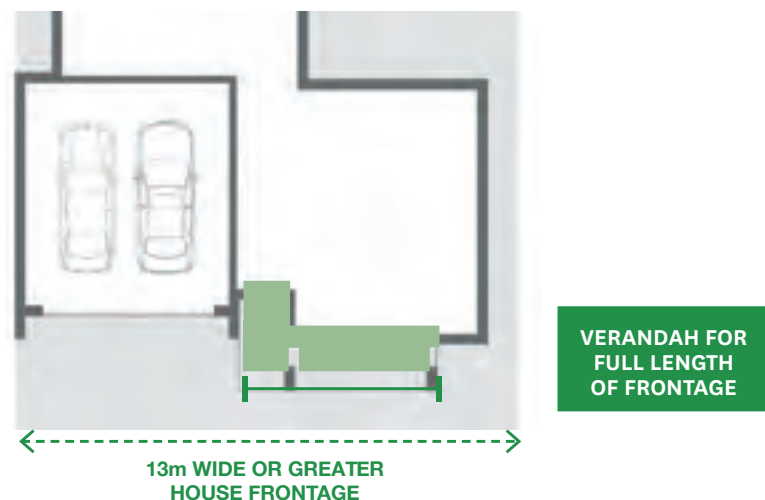
Where the lot has a frontage of less than 15m (excluding medium density product) there should be at least one canopy tree planted between the front building line and front title boundary.



Option: 840mm additional step in front facade



Option: Portico/verandah min. area 10sqm and min depth 1.5m



Option: Verandah for full length of frontage

04

FINISHING THE OUTSIDE OF YOUR HOME

Extent of landscaping

All parts of the lot not built on or paved that are visible from a front or side street or rear laneway must be well maintained. Garden beds are to contain organic or pebble mulch.

Your garden must be completed within 1 year of Stockland receiving your certificate of occupancy. Stockland encourages you to landscape and maintain the nature strip in front of your home.

Extent of hard paving

No more than 60% of your front garden area is to be hard paved. This includes your driveway.

Driveways

The driveway is to be shown on the house plans submitted to Stockland for approval. The driveway must be offset a minimum of 500mm from the nearest side boundary.

Driveways must align with the crossover provided by Stockland and be constructed within 1 year of Stockland receiving your Certificate of Occupancy.

Acceptable driveway materials are:

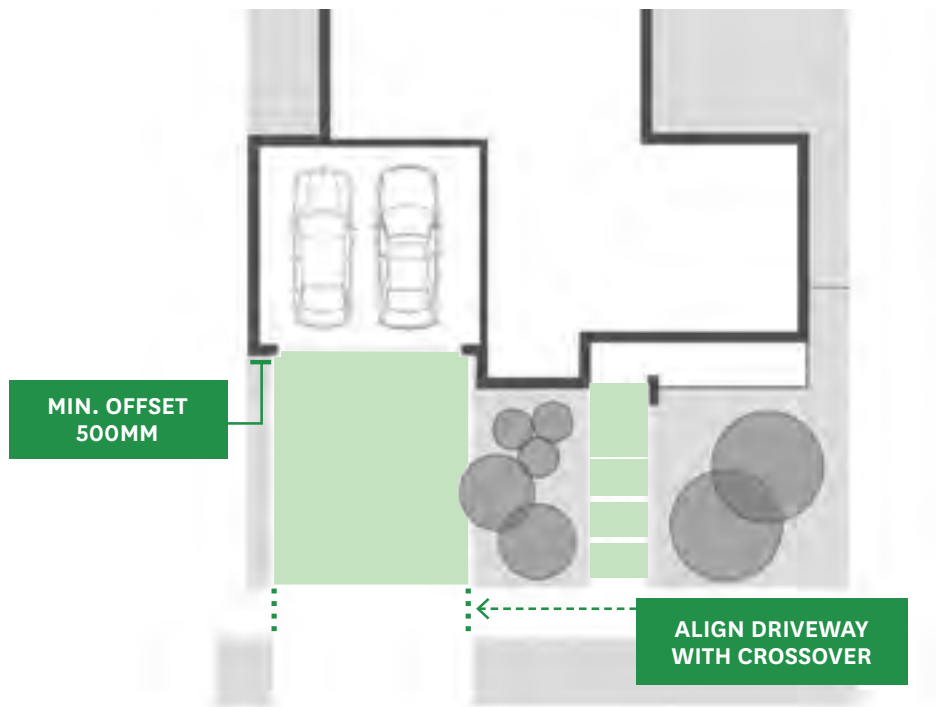
- Stamped or coloured concrete;
- Brick, slate or natural stone pavers;
- Exposed aggregate concrete.

Plain concrete driveways (in light-grey 'standard' concrete) are prohibited.

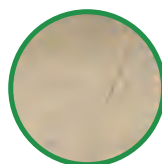
Retaining Walls

The vertical face of any retaining wall cannot be more than 1.2m in height, otherwise it must be stepped back.

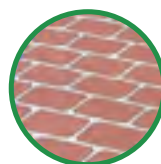
Retaining walls which abut a street must be constructed of stone or rendered masonry, in line with the village character and to the satisfaction of Stockland's architect.



Stamped concrete



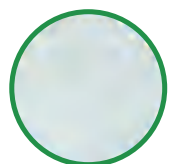
Coloured concrete



Brick pavers



Exposed aggregate concrete



Light-grey plain concrete



05

FENCING YOUR HOME

General requirements

Stockland does not provide fencing. Fencing design drawings must be submitted for approval by Stockland's Architect.

Fencing other than optional front fencing is to be constructed prior to you moving in to your home.

Pre-existing fencing is not to be removed for any reason without prior written consent from Stockland's Covenant Administrator.

Optional front fences

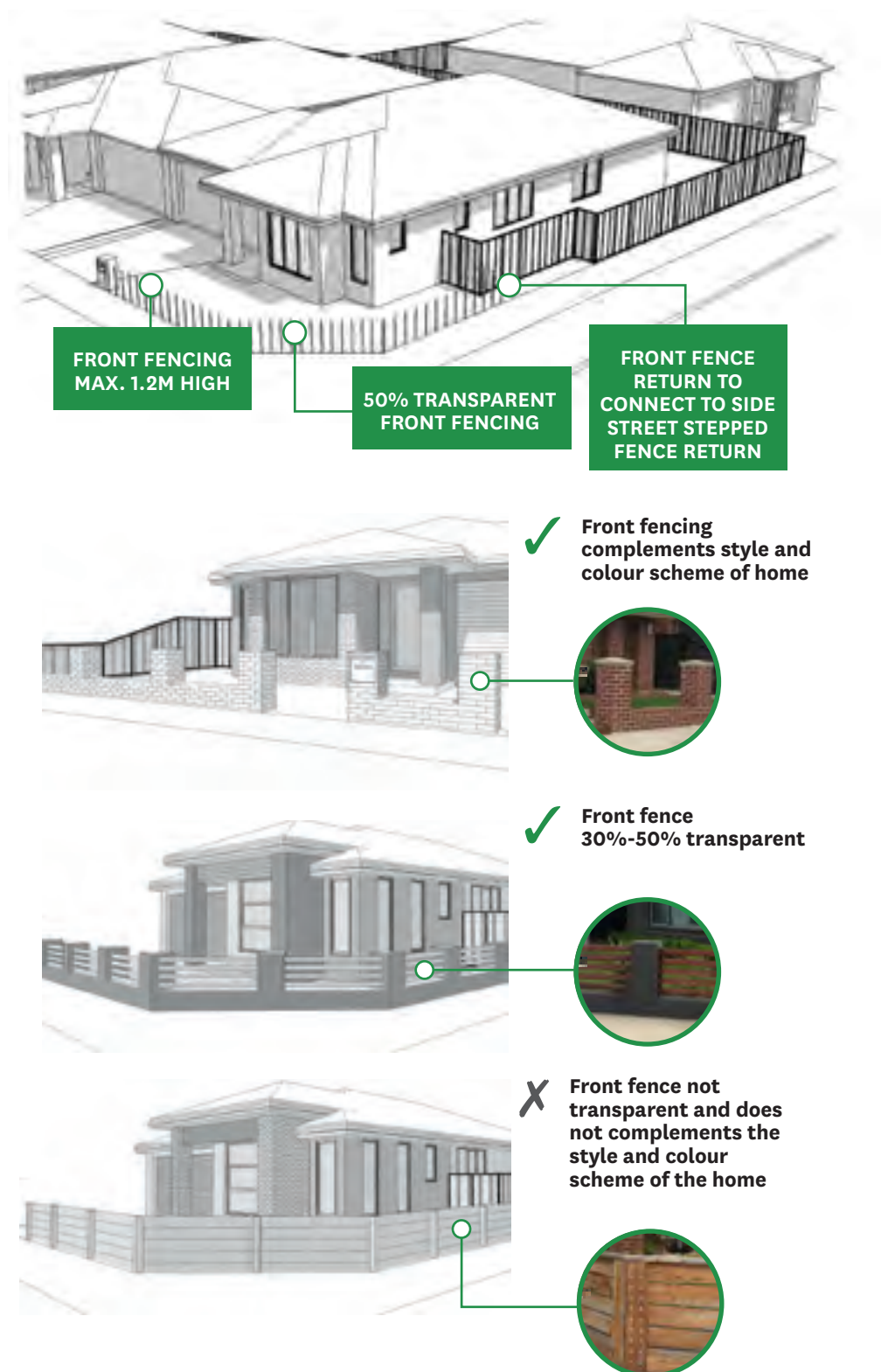
Front fences are permitted where they:

- Complement the style and colour scheme of the home;
- Are no higher than 1.2m;
- Are 50% transparent;
- Return along the side boundaries to connect back to the side fences or walls of your home. For corner lots, where there is a side street stepped fence, the front fence must return to connect to the stepped fence return;
- Have been approved by Stockland.

If an adjoining neighbour has already built a Stockland-approved front fence, your fence will not have to return along the adjoining side boundary.

If you choose to fence the front of your lot, you must submit fencing layout and design drawings for approval by Stockland before commencing construction.

Chain mesh or chain link fencing systems will not be approved.



Mandatory side and rear fencing

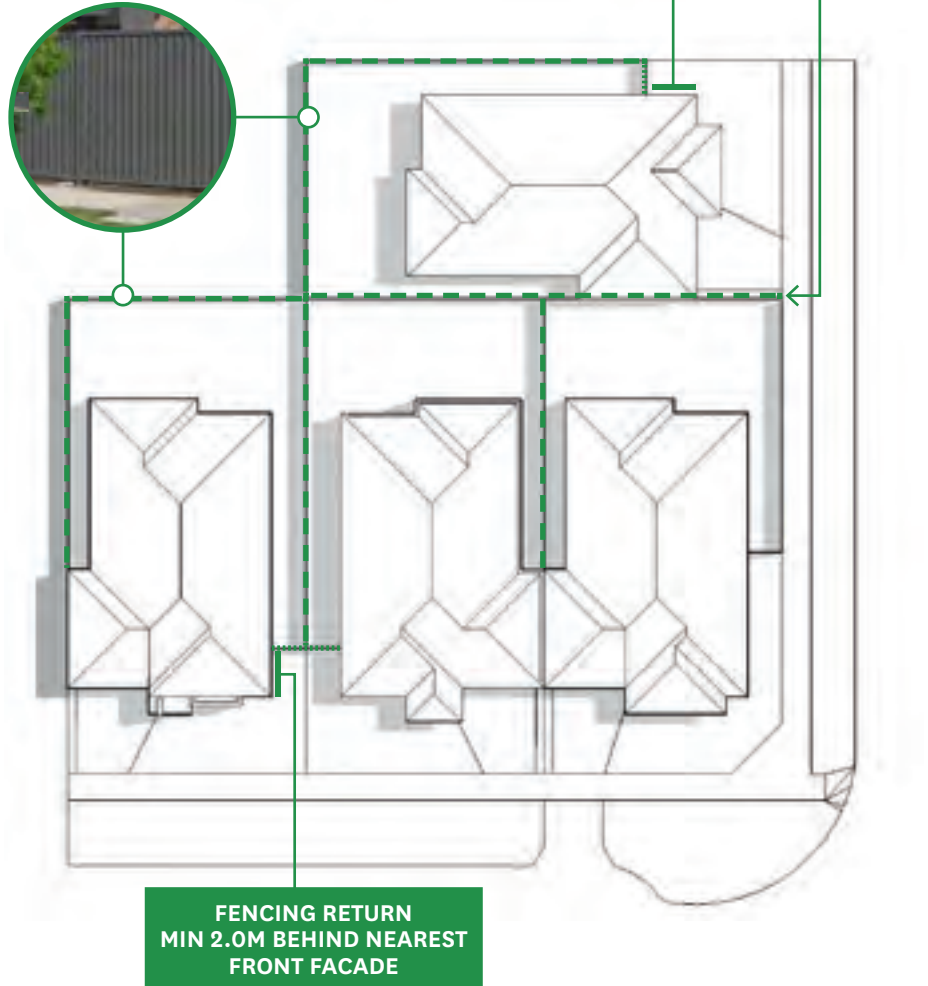
The following fencing standard is required:

- Be constructed of 1.8m high pre-coated metal sheeting panels (eg. Colorbond®) in 'Grey Ridge' colour or coloured to match.
- Acceptable fencing profiles include Lysaght's® 'Neetascreen' or Stratco's® 'Superdek' range, or similar profiles approved in writing by Stockland's Covenant Team.
- Be returned at 90 degrees to the home, to connect with the side of the home or garage wall at least 2m behind the nearest front facade.
- Continue to the front of the lot if a side boundary forms the rear boundary of an adjoining lot unless otherwise specified.

1.8M HIGH FENCE IN
'WOODLAND GREY'
COLOUR OR SIMILAR

FENCING RETURN MIN
2.0M BEHIND NEAREST
FRONT FACADE

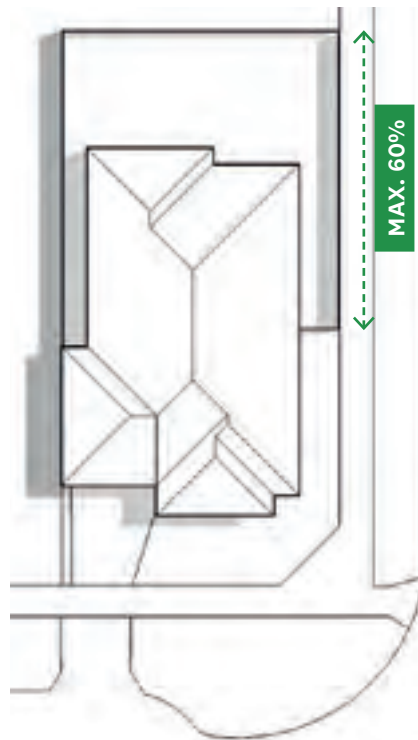
FENCING
CONTINUES TO
FRONT



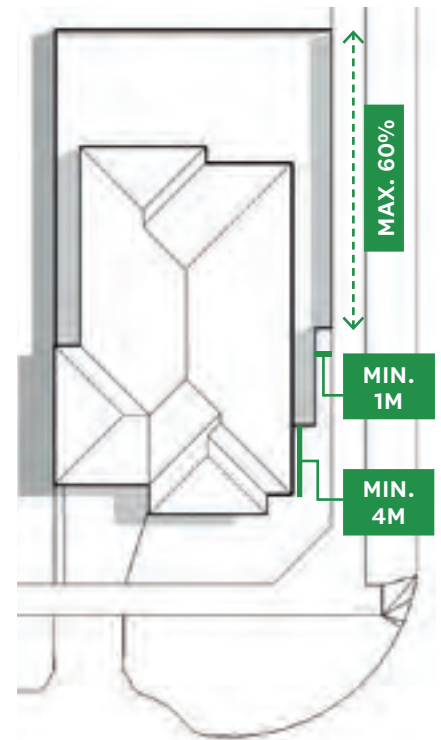
Mandatory side street fencing to corner and rear access lots

The following fencing standard is required

- Be constructed of 1.8m high pre-coated metal sheeting panels (eg. Colorbond®) in 'Grey Ridge' colour or coloured to match
- 100 x 100mm expressed posts, capping and 150mm plinth detail in black Colorbond
- Acceptable fencing profiles include 'Lysaghts'®, 'Neetascreen' or 'Stratco's'® Superdeck range or similar profiles approved in writing by Stockland's Covenant Team
- Not exceed 60% of the length of the side boundary taken from the rear boundary
- Option to have stepped fence with landscaping up to a maximum of 4m from the nearest front corner building line
- On sloping sites fences should be stepped
- All fencing shall be set true and plumb
- Fences on corner lots must not extend beyond the point indicated on the relevant council approved building envelope plan contained in your MCP.



Side-street fencing to be a max. 60% of length of the side boundary



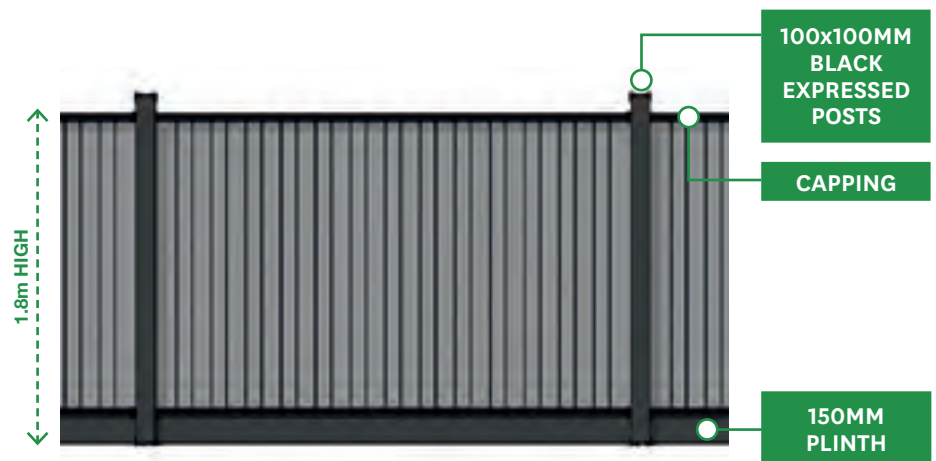
Side-street fencing option: Stepped fencing with landscaping



✓ Side-street fencing on corner lot



✓ Stepped fencing on a sloping site



Fence detail

06

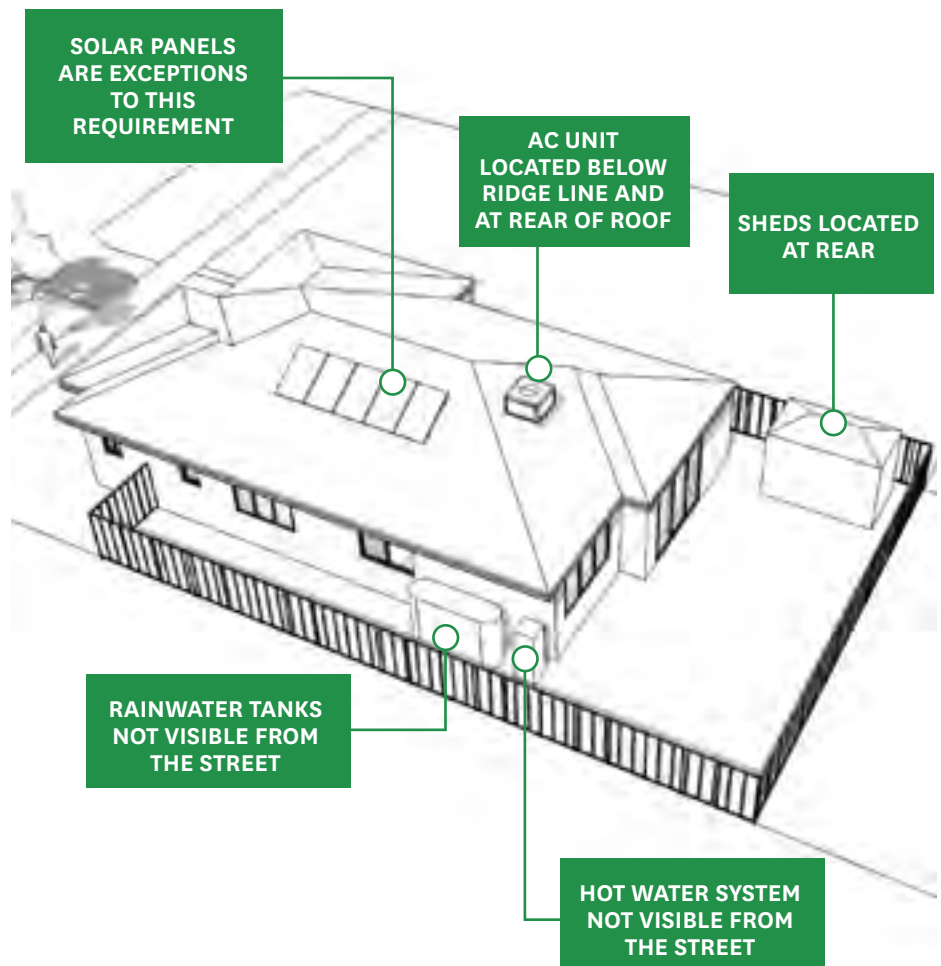
HOW TO MAKE ADDITIONS TO YOUR HOME

General requirements

Any additions, fixtures, equipment, sheds, outbuildings or pergolas must be located to the rear of your home out of sight from your street or any public reserve.

This includes (but is not limited to) satellite dishes, external hot water services, solar hot water systems with roof mounted tanks, water tanks, spa pumps, heating and cooling units, rubbish disposal containers, rain water tanks, and washing lines, solar pool heating coils.

Solar panels for heating water or generating energy are exceptions to this requirement.



Evaporative cooler units

Evaporative cooler units must be the low profile “contour” type and the same colour as your roof. The units must be located at the rear half of the roof, and located so that they are generally not visible from the street or any public reserves.

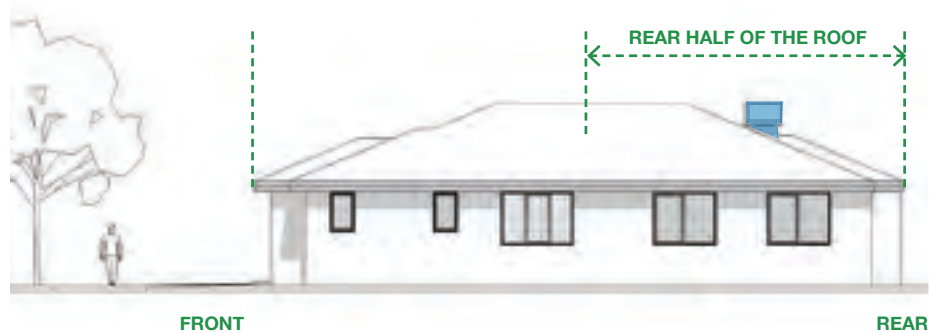
Exposed plumbing

Exposed plumbing must not be visible from the front or side street or neighbouring public reserves.

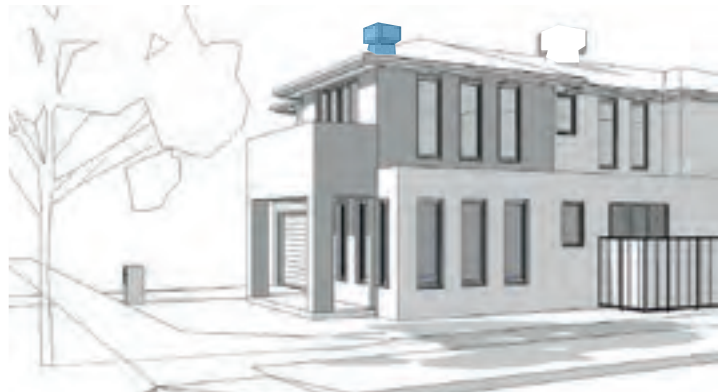
This excludes gutters and downpipes.

Sheds, outbuildings, pergolas

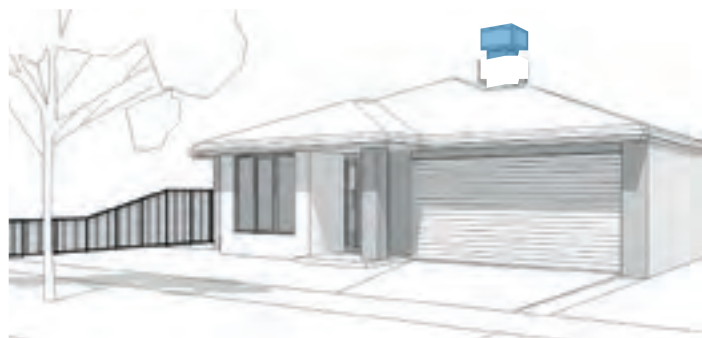
Any shed, outbuilding or pergola greater than 10m² in area that is more than 3m in height above natural ground level must complement the finish of your home and be approved by Stockland.



Evaporative cooler units must be located at the rear half of the roof



X Non-compliant evaporative cooler unit located at side of roof and above roof ridge line



X Non-compliant evaporative cooler unit located at front of roof and above roof ridge line

An approval issued under these Design Essentials is not an approval under the requirements of the Building Act, or any other Act or Regulation. The documents provided have not been checked for compliance with structural, health, or planning requirements, or for the suitability of the building for the use to which it may be intended. Accordingly, Stockland Development Pty Limited, its Architects, and/or its employees or representatives do not accept responsibility for the suitability or soundness of construction of the completed buildings of the associated site development works.

.....

Stockland Development Pty Ltd

Level 36, 525 Collins Street
Melbourne VIC 3000

P: 03 9095 5000

F: 03 8684 5000



Stockland



Lyra

design@stockland.com.au

ANNEXURE D – Re-sale Deed

Re-sale Deed made at on 20

In favour of: The company referred to in Item 1 of Schedule 1 (**Stockland**)

By: The person(s) referred to in Item 2 of Schedule 1 (**New Purchaser**)

Recitals

- A. The New Purchaser has agreed to purchase the Property.
- B. Under the Original Contract, the Original Purchaser agreed not to sell, transfer or otherwise dispose of the Property without the New Purchaser entering into this Deed.
- C. If the New Purchaser is a company, the Guarantor guarantees the obligation of the New Purchaser under this Deed.

This deed poll provides

1. Definitions

In this Deed:

Authority means any government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, Minister, statutory body or entity having jurisdiction in relation to the Property.

Claim means any claim, demand or cause of action (whether based in contract, equity, tort or statute), loss, liability, cost, compensation, damage or expense.

Completion means the completion of the Original Contract.

Construction Commencement Date means the date in Item 8 of Schedule 1.

Construction Completion Date means the date in Item 9 of Schedule 1.

Continuing Obligations means each of the obligations under the Original Contract applicable to the New Purchaser as set out in Schedule 2 and Annexure B (if any).

Council means Mitchell Shire Council.

Deed means this deed poll and its annexures.

Design Essentials means the design essentials or guidelines (including any addendums) which relate to the Land attached to this Deed as Annexure A.

Development Activities means:

- (a) any works by Stockland or intended to be carried out by Stockland to develop the Estate including:
 - (i) any works to subdivide land forming part of the Estate;
 - (ii) any demolition or construction works including works ancillary to or associated with those works;
 - (iii) any works to install infrastructure including services in the Estate;

- (iv) any landscaping works including works ancillary to or associated with the landscaping works;
 - (v) any other works to develop the Estate, which are considered necessary or desirable by Stockland; and
- (b) any works by purchasers of land or other third parties within the Estate.

Estate means the larger residential community identified as such in item 6 of Schedule 1 of which the Land and the Property form part.

Guarantor means each person named in Item 3 of Schedule 1.

Land means the land described in Item 5 of Schedule 1 which was subdivided to create the Property.

Landscaping means landscaping the areas of the Property surrounding the dwelling house in accordance with the Design Essentials.

Network Infrastructure means the physical infrastructure which will support the proposed national broadband fibre optic network.

New Purchaser's Plans and Specifications means the New Purchaser's plans and specifications for any dwelling or structure (including any associated works) to be constructed on the Property by the New Purchaser.

Object means make or assert a claim, demand or cause of action (whether based in contract, equity, tort or statute).

Original Contract means the contract between Stockland (as vendor) and the Original Purchaser (as purchaser) for the Property.

Original Purchaser means each person described in Item 6 of Schedule 1.

Property means the property described in Item 4 of Schedule 1.

Retaining Structures means any retaining wall (including associated footing systems), batters, benching, steps or other retaining structures and associated works such as drainage constructed or to be constructed by Stockland on or adjacent to the Land and/or the Property.

Selling and Leasing Activities comprises any activity connected with or relating to the marketing, selling or leasing of any part of the Estate and includes:

- (a) the placement and maintenance within the Estate (but not on the Property after Completion) of:
 - (i) signs, advertisements, boards, writing, plates, signals, illuminations, banners and insignia; and
 - (ii) stalls or associated facilities for the use of salespersons;
- (b) any event or function held within the Estate (but not on the Property after Completion); and
- (c) the use of homes by either Stockland or builders as display or demonstration homes, located either within a display village or in any other part of the Estate.

2. Continuing Obligations

Without limiting the other obligations in this Deed, the New Purchaser agrees to be bound by the Continuing Obligations and acknowledges that Stockland may:

- (a) exercise any rights in relation to the Design Essentials or the Continuing Obligations against the New Purchaser; and
- (b) take any action against the New Purchaser in respect of a breach of the Design Essentials or the Continuing Obligations,

as if the New Purchaser was the Original Purchaser under the Original Contract.

3. Development of Estate

3.1 Development of Estate

The New Purchaser acknowledges that:

- (a) the Property forms part of the Estate, which will be progressively developed in stages over time;
- (b) the Estate may not be completely developed by Completion;
- (c) the timing for commencement and completion of each stage of the development of the Estate will be determined by Stockland in Stockland's absolute discretion;
- (d) parts of the Estate may be consolidated, subdivided, dedicated or remain undeveloped or sold by Stockland in Stockland's absolute discretion and Stockland makes no warranty or representation as to what use any part of the Estate may be put;
- (e) Stockland may review at any time the proposed development of the Estate including:
 - (i) the configuration, size, nature and use of the lots or proposed lots within the Estate; and
 - (ii) the name of roads and parks within the Estate shown on any plan or document,

and any document showing the proposed development of the Estate may be modified as a result of such review; and

- (f) without limiting clause 3.1(e), Stockland makes no warranty or representation as to:
 - (iii) whether the Estate will or will not include playgrounds, parklands, lakes or water courses, sports grounds, retail or commercial developments, child care centres, schools, community facilities, cycling facilities or public open spaces; or
 - (iv) the nature or density of any development within the Estate, or within any stage of the Estate, including whether any stage will comprise commercial or residential development and, if residential, whether that development will comprise low density dwellings, medium density dwellings, high density dwellings, townhouses, multiple dwelling lots, duplexes, villas or retirement dwellings.

3.2 Development Activities

As a result of the matters outlined in clause 3.1, the Property, the New Purchaser and occupiers of the Property may be affected by the Development Activities. The Development Activities may result in any of the following (without limitation):

- (a) noise, dust, vibration and disturbance to the occupiers of the Property within the lawful requirements of any relevant Authority and during any hours permitted by any relevant Authority;
- (b) temporary obstruction or interference with any services to the Property;
- (c) access to the Property being temporarily diverted during the course of the Development Activities;
- (d) construction traffic adjacent to or passing by the Property;
- (e) construction waste being located near or in close proximity to the Property;
- (f) damage to driveways, landscaping or footpaths within the Estate;
- (g) building materials, vehicles, equipment or fill being stored on adjacent land or roads within the Estate; or
- (h) other disruptions, disturbances or inconveniences associated with the Development Activities.

3.3 Roads

Stockland discloses that:

- (a) Stockland intends to dedicate roads within the Estate to the Council in stages;
- (b) roads within the Estate may be closed or gated and access restricted (but not to the property) whilst Stockland undertakes the Development Activities;
- (c) use of the roads within the Estate will be shared with construction traffic whilst Stockland undertakes the Development Activities;
- (d) Stockland may not complete the final seal of roads within the Estate until completion of the Development Activities; and
- (e) the configuration of roads within the Estate have not been finalised and Stockland may vary the location of roads or the manner of managing traffic on them.

3.4 Selling and Leasing Activities

Until Stockland completes the sale of all proposed residential and other lots within the Estate, Stockland and persons authorised by Stockland are entitled to and will conduct the Selling and Leasing Activities.

3.5 No objection by New Purchaser

The New Purchaser must not:

- (a) Object in respect of the matters dealt with in this clause 3; or
- (b) make any Claim or seek to enforce any judgment or order against Stockland or other party carrying out the Development Activities unless the Development Activities are not being carried out in accordance with the relevant consent, Authority approvals or lawful requirements.

4. Deed of covenant from transferee

- (a) The New Purchaser must not sell, transfer or otherwise dispose of its interest in the Property prior to completion of construction of a dwelling house on the Land in accordance with this Deed without first delivering to Stockland a deed of covenant on substantially the same terms as this Deed signed by the new purchaser, transferee or

disponee (**Incoming Purchaser**) in favour of Stockland agreeing to be bound by the covenants and other obligations of the New Purchaser under this Deed, as if the Incoming Purchaser were named in this Deed.

- (b) Where the Incoming Purchaser is a corporation (other than a corporation listed on the Australian Stock Exchange), the New Purchaser must procure that all of the directors of the Incoming Purchaser sign the deed of covenant as guarantors.

5. Indemnity

- (a) The New Purchaser indemnifies Stockland against any Claim suffered or incurred by Stockland arising from a failure by the New Purchaser to comply with its obligations under this Deed.
- (b) The indemnity in clause 5(a) is a continuing obligation, separate and independent from the other obligations of the parties.
- (c) It is not necessary for Stockland to incur expense or make payment before enforcing its right of indemnity conferred by clause 5(a).

6. Caveat

- (a) The New Purchaser grants Stockland a charge over the Property to secure its obligations under this Deed.
- (b) The New Purchaser agrees that Stockland may lodge a caveat on the title to the Property to give notice of its interest in the Property pursuant to the charge and the New Purchaser must provide any consent required by Stockland to enable registration of the caveat.

7. Guarantee

- (a) The Guarantor guarantees to Stockland the performance of all obligations and payment of all monies by the New Purchaser under this Deed.
- (b) The Guarantor's liability under clause 7(a) will not be affected:
 - (i) if Stockland allows any concession to the New Purchaser;
 - (ii) if Stockland does not sue the New Purchaser;
 - (iii) if Stockland terminates or exercises any other rights under this Deed;
 - (iv) if the New Purchaser dies or becomes insolvent; and
 - (v) if there is more than one Guarantor, if any other of them has not signed this Deed.
- (c) The liability of the Guarantor will continue until the New Purchaser has performed all the obligations under this Deed.
- (d) If Stockland assigns its interests in this Deed, Stockland may also assign the benefit of the Guarantor's obligations under this clause.

8. Electronic copy

This Deed is binding on the New Purchaser and the Guarantor who have signed this Deed where a copy of this Deed as executed by them is provided or forwarded to Stockland, including by electronic copy.

9. Severability

Without limiting any other provision or obligation of this Deed, if any term, requirement, covenant or condition in the Design Essentials, the Continuing Obligations or this Deed (or any part of them) is invalid or unenforceable for any reason the remaining terms, requirements, covenants and conditions will continue to apply and will be valid and enforceable to the fullest extent permitted by law.

Schedule 1 (Re-sale Deed)

Item 1	Stockland:	Name: Address:
Item 2	New Purchaser:	Name: Address: Telephone No: Email:
Item 3	Guarantor:	Name: Address: Telephone No: Email:
Item 4	Property:	Address: Real property description:
Item 5	Land:	Real property description: Lot on PS
Item 6	Original Purchaser:	Name: Address: Telephone No: Email:
Item 7:	Estate	The larger residential community or project known as Lyra.
Item 8:	Construction Commencement Date:	The construction commencement date under the Original Contract
Item 9:	Construction Completion Date:	The construction completion date under the Original Contract

Schedule 2 (Re-sale Deed) – Continuing Obligations

1. Design Essentials and use

1.1 Design Essentials

- (a) The New Purchaser acknowledges the Property forms part of the Estate.
- (b) The New Purchaser agrees to be bound by the Design Essentials which are current at the time its builder prepares the New Purchaser's Plans and Specifications, and the Continuing Obligations, as if they were repeated in this Deed in full.
- (c) Stockland has no obligation to enforce and may vary, relax or waive any of the requirements under the Design Essentials and the Continuing Obligations in relation to other land sold by Stockland. The New Purchaser acknowledges Stockland's rights under this Deed and must not Object.
- (d) The Design Essentials and the Continuing Obligations will remain in force until the later of:
 - (i) the date that is 36 months from Completion; and
 - (ii) the date of completion of the sale of the last lot in the Estate owned by Stockland (as determined by Stockland).
- (e) The expiry of the Design Essentials or the Continuing Obligations does not affect any breach of the Design Essentials or the Continuing Obligations at the expiry date.
- (f) To the extent there is any inconsistency between the Design Essentials, the Original Contract and this Deed, then the Design Essentials prevail.
- (g) If the New Purchaser submits the New Purchaser's Plans and Specifications to Stockland for its review and approval, the New Purchaser acknowledges and agrees that:
 - (i) Stockland is only reviewing the New Purchaser's Plans and Specifications for the purpose of checking the New Purchaser's compliance with the Design Essentials and for no other purpose; and
 - (ii) if Stockland gives its approval to the New Purchaser's Plans and Specifications or provides any assistance or information to the New Purchaser in relation to the New Purchaser's Plans and Specifications, then such approval, assistance or information provided by Stockland will not constitute any representation or warranty by Stockland or any of its representatives in relation to the adequacy, suitability or fitness of the New Purchaser's Plans and Specifications for any purpose (including for Council approval or Authority approval purposes).

1.2 Construction of a dwelling house and Landscaping

- (a) The New Purchaser acknowledges that it must:
 - (i) obtain all necessary Authority approvals for the construction of a dwelling house on the Property;
 - (ii) substantially commence the construction of a dwelling house on the Property in accordance with the Design Essentials on or before the Construction Commencement Date;
 - (iii) following substantial commencement of construction, continually progress construction of the dwelling house in a timely manner;

- (iv) ensure the Property is kept clean, presentable and safe at all times until construction is completed;
- (v) complete construction of the dwelling house and the Landscaping on or before the Construction Completion Date.
- (b) For the purposes of clause 1.2(a):
 - (i) **substantially commence** means erection of the footings and slab; and
 - (ii) **complete** and **completion** means issue of an occupancy permit in respect of the dwelling house.

1.3 Fibre Optic network

- (a) Stockland does not warrant that Network Infrastructure will be available to the Property at Completion.
- (b) If the Property is located adjacent to infrastructure which will allow physical connection to the national broadband fibre optic network:
 - (i) the New Purchaser must (at the New Purchaser's cost) adopt and ensure compliance with the fibre optic specifications and appropriate building wiring specifications when constructing a dwelling house on the Property; and
 - (ii) the New Purchaser acknowledges and agrees that:
 - A. Stockland has not made any representations or given any warranties about the cost of compliance with fibre optic specifications and appropriate building wiring specifications;
 - B. the New Purchaser must make its own enquiries about the fibre optic specifications and appropriate building wire specifications;
 - C. the fibre optic specifications must be complied with to enable the Property to be connected to the Network Infrastructure; and
 - D. failure to comply with the fibre optic specifications will either:
 - 1) prevent connection to the Network Infrastructure; or
 - 2) require the New Purchaser to incur additional costs in order to connect to the Network Infrastructure.

1.4 Dividing fences

Stockland is not required to contribute to the cost of building, repairing or replacing any dividing fence between the Land and any adjoining land and the New Purchaser waives any right to claim contribution from Stockland.

1.5 New Purchaser to maintain Property after Completion

- (a) After completion the New Purchaser must:
 - (i) not and must ensure that any appointed builder or other agent of the New Purchaser does not store or dump any materials or waste on any land outside of the Property;
 - (ii) secure temporary fencing around the Property to ensure that no dumping of rubbish, refuse or rubble occurs on the Property;

- (iii) keep the Property in a clean and tidy state and condition including arranging regular mowing of lawns and regular collection and removal of rubbish, refuse and rubble from the Property; and
 - (iv) ensure that no building materials or other goods associated with building activities on the Property are stored on any nature strip or street adjoining the Property.
 - (b) If the New Purchaser fails to comply with any of its obligations under clause 1.5(a) Stockland may, at the Purchaser's cost, take such action as Stockland considers is reasonably necessary to remedy the non-compliance and the costs incurred by Stockland will comprise a debt owed by the Purchaser to Stockland. The Purchaser grants Stockland (including any employees, officers, contractors and consultants of Stockland) a licence to access the Property from the date of this Deed for the purposes of Stockland exercising its rights under this clause.
-

2. Retaining Structures

2.1 Application of clause

This clause 2 applies if the Retaining Structures have been constructed on the Property or the Land (whether wholly or partially) by or on behalf of Stockland as at the date of this Deed.

2.2 New Purchaser's obligations

The New Purchaser must:

- (a) consult a qualified engineer regarding appropriate offsets and suitable footing systems for any dwelling or structure (including any associated works) to be constructed adjacent to or near any Retaining Structures before commencing construction of the dwelling or structure (including any associated works) on the Land;
- (b) not do anything or cause anything to be done to affect the structural integrity of the Retaining Structures;
- (c) not remove, replace or alter the Retaining Structures;
- (d) keep and maintain the Retaining Structures on the Property in a sound structural condition; and
- (e) repair any damage to the Retaining Structures including any damage to drains or disturbance to backfill caused by the construction of:
 - (i) any dwelling or structure (including any associated works) adjacent to or near the Retaining Structures; or
 - (ii) any fence above, adjacent to or near the Retaining Structures.

2.3 No objection by New Purchaser

Subject to any rights of the New Purchaser under any relevant legislation which cannot be excluded, the New Purchaser must not Object to the Retaining Structures or in respect of any other matter dealt with in this clause 2.

2.4 Indemnity

The New Purchaser is liable for and indemnifies Stockland on demand against all Claims arising from or in connection with:

- (a) any damage to the Retaining Structures caused or contributed to by any act, omission, negligence or default of the New Purchaser, the New Purchaser's contractors or any other person acting on the New Purchaser's behalf;

- (b) any damage to the New Purchaser's dwellings or structures constructed on the Property adjacent to or near the Retaining Structures;
- (c) any damage to dwellings or structures constructed on land adjoining or surrounding the Property caused or contributed to by any act, omission, negligence or default of the New Purchaser, the New Purchaser's contractors or any other person acting on the New Purchaser's behalf; or
- (d) any failure by the New Purchaser to comply with its obligations under clause 2.2.

Annexure A (Re-sale Deed) – Design Essentials

Annexure B (Re-sale Deed) – Additional Continuing Obligations

Signing page – Re-sale Deed

Executed as a deed poll.

Individual Purchaser signature:

Signed sealed and delivered by the **New Purchaser** in the presence of:

Signature

Signature of Witness

Name of Witness in full

Company Purchaser signature:

Executed by the **New Purchaser** in accordance with section 127 of the Corporations Act by or in the presence of:

Signature of Secretary/other Director

Name of Secretary/other Director in full

Signature of Director or sole Director and sole Secretary

Name of Director or sole Director and sole Secretary in full

Guarantor signature:

Signed sealed and delivered by the **Guarantor**
in the presence of:

Signature

Signature of Witness

Name of Witness in full

ANNEXURE E - Guarantee and Indemnity

1. Definitions and interpretation

- (a) In this guarantee and indemnity:

Contract means the contract for sale of the Property to which this guarantee and indemnity is annexed between the Vendor and the Purchaser.

Guaranteed Money means all amounts which at any time for any reason or circumstance are payable, are owing but not currently payable, are contingently owing or remain unpaid (or which are reasonably foreseeable as likely, after that time, to fall within any of those categories), by the Purchaser to the Vendor in connection with the Contract or any transaction contemplated by it, whether at law, in equity, under statute or otherwise.

Guaranteed Obligations means all express or implied obligations of the Purchaser to the Vendor in connection with the Contract or any transaction contemplated by it.

Guarantor means the director or directors of the Purchaser named on the execution page of the Contract for the Guarantor.

Purchaser means the purchaser named in the Particulars of Sale of the Contract.

Vendor means the vendor named in the Particulars of Sale of the Contract.

- (b) Definitions and rules of interpretation that apply in the Contract also apply in this guarantee and indemnity unless the context requires otherwise.

2. Provision of guarantee

- (a) The Guarantor gives this guarantee and indemnity in consideration of the Vendor agreeing to enter into the Contract at the request of the Guarantor.
- (b) The Guarantor acknowledges incurring obligations and giving rights under this guarantee and indemnity for valuable consideration received from the Vendor including the agreement of the Vendor to enter into the Contract.

3. Guarantee unconditional

The Guarantor unconditionally and irrevocably guarantees payment to the Vendor of the Guaranteed Money and unconditionally and irrevocably guarantees the due and punctual performance of the Guaranteed Obligations.

4. Guaranteed Money

If the Purchaser does not pay the Guaranteed Money on time and in accordance with the terms of the Contract or any other document under which they are to be paid, then the Guarantor agrees to pay the Guaranteed Money to the Vendor on demand from the Vendor (whether or not demand has been made on the Purchaser). A demand may be made at any time and from time to time.

5. Guaranteed Obligations

If the Purchaser does not duly and punctually perform the Guaranteed Obligations in accordance with the terms of the Contract or any other document under which they are to be performed, then the Guarantor agrees to perform the Guaranteed Obligations on demand from the Vendor (whether or not demand has been made on the Purchaser). A demand may be made at any time and from time to time.

6. Indemnity

As a separate undertaking, the Guarantor is liable for and indemnifies the Vendor on demand against:

- (a) all liability or loss arising from, and any costs, charges or expenses incurred in connection with, the Guaranteed Money not being recoverable from the Guarantor or from the Purchaser because of any circumstance whatsoever; and
- (b) all liability or loss arising from, and any costs, charges or expenses incurred in connection with, the Guarantee Obligations not being duly and punctually performed because of any circumstance whatsoever.

7. Continuing obligation

This guarantee and indemnity is a continuing security and extends to all of the Guaranteed Money and other money payable under this guarantee and indemnity and to all the Guaranteed Obligations. The Guarantor waives any right it has of first requiring the Vendor to proceed against or enforce any other right, power, remedy or security or claim payment from the Purchaser or any other person before claiming from the Guarantor under this guarantee and indemnity.

8. Liability

The liabilities under this guarantee and indemnity of the Guarantor as a guarantor, principal debtor, principal obligor or indemnifier and the rights of the Vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including one or more of the following:

- (a) the Vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the Purchaser;
- (b) acquiescence, delay, acts, omissions or mistakes on the part of the Vendor; or
- (c) any variation or novation of a right of the Vendor, or alteration of the Contract or a document, in respect of the Purchaser.

9. No claims by Guarantor

As long as the Guaranteed Money or other money payable under this guarantee and indemnity remains unpaid or the Guaranteed Obligations or any of them remain unperformed, the Guarantor may not, without the consent of the Vendor:

- (a) make a claim or enforce a right (including a mortgage, charge or other encumbrance) against the Purchaser, the Property or any other property of the Purchaser; or
- (b) prove in competition with the Vendor if a liquidator, provisional liquidator, official manager or trustee in bankruptcy is appointed in respect of the Purchaser or the Purchaser is otherwise unable to pay its debts when they fall due.

10. Representations and warranties

The Guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.

11. General

11.1 Costs

The Guarantor agrees to pay or reimburse the Vendor on demand for the Vendor's costs in making, enforcing and doing anything in connection with this guarantee and indemnity including legal costs on whichever is the higher of a full indemnity basis or solicitor and own client basis. Money paid to the Vendor by the Guarantor must be applied first against payment of costs under this clause, then against other obligations under this guarantee and indemnity.

11.2 Vendor may assign

The Vendor may assign or otherwise deal with its rights under this guarantee and indemnity.

11.3 Joint and several

Every covenant, acknowledgment or provision expressed or implied in this guarantee and indemnity by which more than one person covenant, acknowledge, agree or undertake bind those persons jointly and each of them severally and every covenant, acknowledgment, agreement or provision expressed or implied in this guarantee and indemnity which applies to more than one person apply to those persons jointly and each of them severally.

Signed as a deed this day of 20 .

Signed sealed and delivered by the
Guarantor in the presence of:

Signature

Signature of Witness

Name:

Secretary/Director

Name of Witness in full

Signed sealed and delivered by the
Guarantor in the presence of:

Signature

Signature of Witness

Name:

Secretary/Director

Name of Witness in full

ANNEXURE F – ATO Clearance Certificate



STOCKLAND CORPORATION LTD
C/o CATHERINE NGO
200 GEORGE STREET
SYDNEY NSW 2000

Our reference: 2410640291014
Phone: 13 28 66

23 February 2022

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below.

Reference number	2410640291014
Vendor name	STOCKLAND CORPORATION LTD
Vendor address	LEVEL 25 133 CASTLEREAGH STREET SYDNEY NSW 2000
Clearance certificate period	21 February 2022 to 21 February 2023

This clearance certificate also applies to the following members of the income tax consolidated group or multiple entry consolidated group (listed on the reverse side of this certificate) of which you are the head company or provisional head company.

This certificate applies to you and to any member listed on the reverse side of this certificate whether acting in your own capacity, or in the capacity as the trustee of any trust.

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely

John Ford
Deputy Commissioner of Taxation

NEED HELP?

You can find out more about foreign resident capital gains withholding on our website at ato.gov.au/FRCGW

CONTACT US

If you have any questions, contact us between 8:00am and 5:00pm Australian Eastern Standard Time, Monday to Friday on:

- › **13 28 66** if located in Australia, or
- › **+61 2 6216 1111** if located outside Australia and ask for **13 28 66**.

STOCKLAND CORPORATION LTD – ABN 43000181733

	Linked entity name	ABN
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2		
3	AW BIDCO 1 PTY LIMITED	15636886309
4	AW BIDCO 2 PTY LIMITED	27636886363
5	AW BIDCO 4 PTY LIMITED	26637312700
6	AW BIDCO 5 PTY LIMITED	73637313396
7	AW BIDCO 6 PTY LIMITED	94637312675
8	AW BIDCO NO. 10 PTY LIMITED	49647358941
9	AW BIDCO NO. 11 PTY LIMITED	22647359635
10	AW BIDCO NO. 12 PTY LIMITED	63647360165
11	AW BIDCO NO. 7 PTY LIMITED	93647359117
12	AW BIDCO NO. 8 PTY LIMITED	12647357597
13	AW BIDCO NO. 9 PTY LIMITED	86647358281
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65	STOCKLAND DEVELOPMENT PTY LIMITED	71000064835
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75	STOCKLAND HIGHLANDS PTY LIMITED	45097352200
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78	STOCKLAND KAWANA WATERS PTY LIMITED	15009693556
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99	STOCKLAND NORTH LAKES PTY LIMITED	99068244762
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128	STOCKLAND WA DEVELOPMENT PTY LIMITED	16000097825
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ANNEXURE G - Nomination Notice

Vendor: Stockland Development Pty Ltd ACN 000 064 835

Level 36 South Tower, 525 Collins Street, Melbourne, Victoria 3000

Purchaser: Name:

Address:

Nominee: Name:

Address:

Telephone:

Email:

Lot: Lot _____ on Plan of Subdivision No. PS. _____,

being part of the land described in certificate of title volume [] folio []
and includes all improvements and fixtures

1. In accordance with the Contract for Sale of the Lot dated _____
(**Contract**) to which the Vendor and Purchaser are parties, the Purchaser nominates the Nominee as substitute purchaser to take a transfer of the Lot. The Contract continues with full force and effect despite the nomination.
2. The Purchaser and the Nominee acknowledge and agree that they are jointly and severally liable for the due performance of the obligations of the Purchaser under the Contract and payment of any costs, expenses or fees in connection with this nomination (including any stamp duty).
3. The Purchaser represents and warrants to the Vendor that it is not in default under the Contract.
4. The provisions of special condition 25 (personal information) of the Contract are repeated in this notice in full and references to the "Purchaser" are replaced with references to the "Nominee".
5. The Nominee's legal practitioner or conveyancer is:

Name of Nominee legal practitioner or conveyancer:

Contact person:

Address:

Telephone number:

Fax number:

Email:

EXECUTED on this _____ day of _____, 20____.

Nomination Notice Execution Page

Executed by the Purchaser (individual):

Signed sealed and delivered by

in the presence of:

Signature of witness

Signature of the Purchaser

Name of witness (BLOCK LETTERS)

Address of witness

Executed by the Purchaser (corporation):

in accordance with section 127 of the
Corporations Act 2001 (Cth):

Director/company secretary

Director

Name of director/company secretary
(BLOCK LETTERS)

Name of director
(BLOCK LETTERS)

Executed by the Nominee (individual):

Signed sealed and delivered by

in the presence of:

Signature of witness

Signature of the Nominee

Name of witness (BLOCK LETTERS)

Address of witness

Executed by the Nominee (corporation):

in accordance with section 127 of the
Corporations Act 2001 (Cth):

Director/company secretary

Director

Name of director/company secretary
(BLOCK LETTERS)

Name of director
(BLOCK LETTERS)

ANNEXURE H – Master Plan

