DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

CONTRACT OF SALE OF REAL ESTATE

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

Property Address: LOT 418 (NO. 53) HILLVIEW ROAD, GREENVALE VIC 3059

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.
The terms of this contract are contained in the:

- Particulars of sale;
- Special conditions, if any; and
- General conditions (as set out in Form 2 of the **Estate Agents (Contracts) Regulations 2008**); and
- Vendor's Statement

and in that order of priority.

The Vendor's Statement required by section 32(1) of the **Sale of Land Act 1962** is attached to and forms part of the terms of this contract.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period (Section 31 Sale of Land Act 1962)
You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.
You must either give the vendor or the vendor's agent written notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.
You are entitled to a refund of all the money you paid EXCEPT for $100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

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

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

NOTICE TO PURCHASER OF PROPETRTY "OFF THE PLAN"

You are notified under Section 9AA(1A) of the Sale of Land Act 1961, that

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

SIGNING OF THIS CONTRACT
WARNING: THIS IS A LEGALLY BINDING AGREEMENT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT
Purchasers should ensure that, prior to signing this contract; they have received a copy of the full terms of this contract.
The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER/S .....

..... on ...../...../2023
Print name(s) of person(s) signing:

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney") .....
This offer will lapse unless accepted within [ ] clear business days (3 business days if none specified).

SIGNED BY THE VENDORS ..... on ...../...../2023
Print name of person signing: **DAVID MICHAEL FRA and MARY FRA**

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney") .....
The **DAY OF SALE** is the date by which both parties have signed this contract.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

JASON REAL ESTATE
of: 201B Melrose Drive, Tullamarine Vic 3043

Tel: 9339 6411 Mobile: 0419 332 536
Ref: Jason Sassine Email: Jason@jasonrealestate.com.au

VENDORS

DAVID MICHAEL FRA and MARY FRA
of:

VENDOR'S CONVEYANCER OR LEGAL PRACTITIONER

LANDMARK CONVEYANCING GROUP PTY LTD
of 41 Sandalwood Avenue, Hillside Vic 3037

Tel: 8361 6945
Ref: VT Email: vesna-landmark@dodo.com.au

PURCHASER/S

of

PURCHASER'S CONVEYANCER OR LEGAL PRACTITIONER

of

Tel: Fax:
Ref: Email: au

PROPERTY ADDRESS

The address of the property is: **LOT 418 (NO. 53) HILLVIEW ROAD, GREENVALE 3059**

LAND (General Conditions 3 & 9)
The land is –
Described in the table below -

Certificate of Title reference	Being lot	On plan
Volume 12204 Folio 939	Lot 418	PS818673L

OR
described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the Section 32 Statement, if no folio or land description references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

GOODS SOLD WITH THE LAND
(General Condition 2.3(f)) (List or attach a Schedule)

Chattels: **Vacant land.**

PAYMENT
(General Condition 11)
Price $

Deposit $_____ by (of which $ has been paid)

Balance $ payable at settlement
==========

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

GST (General Condition 13)
The price includes GST (if any) unless the words '**plus GST**' appear in this box:

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

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

GST – RESIDENTIAL WITHHOLDING PAYMENT
If the property being sold is new residential premises or potential residential land and the Vendor is making a taxable supply, then Special Condition 8 applies.

Irrespective of whether or not the property is a new residential premises or potential residential land, the vendor must give the purchaser a Notice pursuant to S.14-555 of Schedule 1 to the **Taxation Administration Act 1953 (Cth).**

SETTLEMENT
(General Condition 10)

Is due on

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of :
The above date **or**
14 days after the vendor gives notice to the purchaser that the Occupancy Permit has issued.

LEASE
(General Condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1, If '**subject to lease**' then particulars of the lease are:

Refer attached copy Lease/Tenancy Agreement

TERMS CONTRACT
(General Condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 23 and add any further provisions by way of special conditions:

LOAN
(General Condition 14)

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

Lender:

Loan amount: $

Approval date:

SPECIAL CONDITIONS

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

SPECIAL CONDITION

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

SALE OF LAND REGULATIONS 2005
SCHEDULE 1
GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

*1. No bids may be made on behalf of the vendor of land.

OR

*1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.

[*One of these alternatives must be deleted]

2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

IF THE PROPERTY IS OWNED BY TWO OR MORE PERSONS THE FOLLOWING RULES APPLY (SCHEDULE 2, SCHEDULE 3 AND SCHEDULE 4 TO ALL CO-OWNERS INTEDING TO BID

SALE OF LAND REGULATIONS 2005 SCHEDULE 2 RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND ONE VENDOR INTENDS TO BID TO PURCHASE

1. The property at this auction is co-owned by two vendors.
   One of the vendors intends to bid to purchase the property at this auction from their co-owner. That vendor may make bids personally, or through a representative, but not through the auctioneer.
   Only the auctioneer can make a bid for the other vendor.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendors at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

SALE OF LAND REGULATIONS 2005 SCHEDULE 3 RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND-SOME VENDORS INTEND TO BID TO PURCHASE

1. The property at this auction is co-owned by more than two vendors.
   One or more (but not all) of the vendors intend to bid to purchase the property at this auction.
   They may make bids themselves, or through a representative, but not through the auctioneer.
   Only the auctioneer can make a bid for a vendor not bidding to purchase the property.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendors at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

SALE OF LAND REGULATIONS 2005 SCHEDULE 4 RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND-ALL VENDORS INTEND TO BID TO PURCHASE

1. The property at this auction is co-owned by two or more vendors.
   Each of the vendors intends to bid to purchase the property at this auction. They may make bids themselves, or through a representative, but not through the auctioneer.
   The auctioneer cannot make a bid at this auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendors at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

SALE OF LAND REGULATIONS 2005 SCHEDULE 5 INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of Vendor
The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

Bidding by Co-owners
Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

Vendor bids
The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if—

- the auctioneer declares before bidding starts that he or she can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that he or she is making a vendor bid is to say "vendor bid" in making the bid.

What rules and conditions apply to the auction?
Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules
The law requires that a copy of the rules and conditions that are to apply to a public auction of land be

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Questions
A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

Forbidden activities at auctions
The law forbids—

- Any person bidding for a vendor other than—
- The auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners);

OR

- A representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners.
- The auctioneer taking any bid that he or she knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property.
- The auctioneer acknowledging a bid if no bid was made.
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them.
- Any person falsely claiming or falsely acknowledging that he or she made a bid.
- An intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

Who made the bid?
At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction
The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing any thing with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling off period does not apply to public auctions of land
If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies
The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the **Sale of Land Act 1962** or the Sale of Land Regulations 2005. Copies of those laws can be found at the following web site: www.legislation.vic.gov.au under the title "LawToday".

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

GENERAL RULES FOR CONDUCT OF PUBLIC AUCTIONS OF LAND

The property will be offered for sale by public auction, subject to the Vendor's reserve price.

The Auction will be conducted in accordance with the Rules for the conduct of the auction as set out in Schedules 1,2,3 or 4 of the Sale of Land Regulations 2005 as applicable or any rules prescribed by regulation which modify or replace those and any conditions that were made available for inspection before the start of the auction.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

CONTRACT OF SALE - SPECIAL CONDITIONS

1. Whole Agreement

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

2. Representation and Warranty as to Building

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

3. Planning

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

4. Director's Guarantee and Warranty

In the event that the Purchaser is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Constitution of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

5. Foreign Acquisition

The Purchaser warrants that in the event that he or she is a person as defined by the *Foreign Acquisitions & Takeovers Act* 1975 all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

6. Foreign resident capital gains withholding

6.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.

6.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

6.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value of $750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

6.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

6.5 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and

(b) ensure that the representative does so.

6.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance with, this special condition; despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

6.7 The representative is taken to have complied with the obligations in special condition 6.6 if:

(a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

6.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.

6.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 of *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

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

7. Electronic Conveyancing

Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law* if the box on the 'Particulars' page is marked "EC".

7.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law.*

7.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.

7.3 Each party must:

(a) Be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*

(b) Ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

(c) Conduct the transaction in accordance with the *Electronic Conveyancing National Law*

7.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

7.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

7.6 Settlement occurs when the workspace records that:

(a) The exchange of funds or value between financial institutions in accordance with the instruction of the parties has occurred: or

(b) If there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

7.7 The parties must do everything reasonably necessary to effect settlement:

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible – if, after locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.

7.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

7.9 The vendor must:

(a) before settlement deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,

(c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

(d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

7.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

8. GST Withholding

8.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act* 1999 (Cth) have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

8.2 This special condition applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition is to be taken as relieving the vendor from compliance with section 14-255.

8.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

8.4 The purchaser must:
(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
(b) ensure that the representative does so.

8.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition on settlement of the sale of the property;
(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
(c) otherwise comply, or ensure compliance, with this special condition;
despite:
(d) any contrary instructions, other than from both the purchaser and the vendor; and
(e) any other provision in this contract to the contrary.

8.6 The representative is taken to have complied with the requirements of special condition 8.5 if:
(a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

8.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic settlement system described in special condition 8.6.
However, if the purchaser gives the bank cheque in accordance with this special condition 8.7, the vendor must:
(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

8.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.

8.9 A party must provide the other party with such information as the other party requires to:
(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

8.10 The vendor warrants that:

(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

8.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

(a) the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 8.10; or

(b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth).*

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

8.12 This special condition will not merge on settlement.

9. Property Controls and Representation and Warranty as to Building

9.1 The purchaser

(a) Accepts the property with all property controls and approvals and in its present condition with all defects and non-compliance with any property controls or approvals;

(b) Acknowledged that the decision to purchase the property was based on the purchaser's own investigations and that no representations were made by or on behalf of the vendor or vendor's agents as to the condition of the property or any of the matters referred to in special condition 7.1(a); and

(c) Must not exercise any purchaser rights in relation to any of the matters referred to in this special condition and agrees that those matters do not affect the vendor's title to the property.

9.2 As from the settlement date, the purchaser:

(a) Assumes full responsibility for compliance with each applicable property control and approval insofar as they relate to the property; and

(b) Agrees to keep the vendor indemnified at all times against liability arising out of a failure to comply with a Property Control.

9.3 The purchaser acknowledges that the vendor has not, nor has anyone on the vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the purchaser expressly release the vendor and/or the vendor's agents from any claims or demands in respect thereof.

10. Adjustments

The purchaser must prepare and deliver a statement of adjustments of the outgoings to the vendor's legal representative at least 2 business days before the date settlement is due accompanied by copies of information statements or information certificates from the relevant authorities relating to the adjustments. If the purchaser does not comply with special condition 10;

(a) The vendor is not obliged to settle this contract until 2 business days after the date on which the purchaser delivers the statement of adjustments accompanied by the copies of information statements or information certificates from the relevant authorities relating to the adjustments to the vendor's legal representative; and

(b) The purchaser must pay interest under general condition calculated from and including the date settlement is due to and including the date settlement occurs.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

11. Settlement and Rescheduling Fee

Should the purchaser require that the settlement take place on any date other than the date contained in the contract of sale, then the purchaser may be required to pay the vendor's legal representative a fee of $110.00 (including GST) ("Rescheduling Fee). This rescheduling fee (if applicable) must be allowed by the purchaser to the vendor in the statement of adjustments. The purchaser acknowledges that the rescheduling fee is a reasonable pre-estimate of additional legal costs incurred by the vendor as a result of the vendor's legal representative having to reschedule settlement.

12. Swimming Pools and Smoke Alarms

12.1 The vendor makes no representation and accepts no responsibility concerning compliance of swimming pools or spas with the minimum standards of the Building Regulations 1994. The purchaser is advised that Regulation 5.13 requires that pools or spas have barriers installed to restrict access by some children to the swimming pool, within 30 days of the date of completion of the contract, or, in the case of a terms contract, after the purchaser becomes entitled to possession or to the receipt of rents and profits.

12.2 The vendor makes no representations and accepts no responsibility concerning compliance with the Building Regulations 1994 requirement for smoke alarms. The purchaser is advised that Regulation 5.14 of the Building Regulations 1994 requires that all dwelling and or units be fitted with self-contained smoke alarms within 30 days of settlement.

13. Purchaser Acknowledgments

The purchaser hereby acknowledges that prior to execution of the contract in relation to the purchase of the land the purchaser received from the vendor, vendor's agent or vendor's legal representative a copy of the vendor statement signed by the vendor, a copy of the special conditions referred to in the contract and a copy of a due diligence checklist.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

General Conditions

Part 2 being Form 2 prescribed by the *Estate Agents (Contracts) Regulations* 2008

Title

1. ENCUMBRANCES

1.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations in the crown grant; and

(c) any lease referred to in the particulars of sale.

1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act.

2. VENDOR WARRANTIES

2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act* 1980.

2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.

2.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

2.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act.

2.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

3.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

4. SERVICES

4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

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

7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in condition 7.2; and

(b) keep the date of birth of the vendor secure and confidential.

7.4 The vendor must ensure that at or before settlement, the purchaser receives –

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –

(a) that –

(i) the purchaser intends to use predominately for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of *section* 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if –

(a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

7.7 A release for the purposes of general condition 7.4(a) must be in writing.

7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11

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

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

(b) any reasonable costs incurred by the vendor as a result of the delay –

as though the purchaser was in default.

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

8. BUILDER WARRANTY INSURANCE

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

9. GENERAL LAW LAND

9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act* 1958.

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

9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

9.4 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

9.5 The contract will be at an end if:

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act* 1958, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

10.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. PAYMENT

11.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

11.3 The purchaser must pay all money other than the deposit:

(a) to the vendor, or the vendor's legal practitioner or conveyancer; or

(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

11.4 At settlement, payments may be made or tendered:

(a) in cash; or

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

(c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

12.1 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

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

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

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

(a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(b) if the particulars of sale specify that the supply made under this contract is a farming business and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

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

13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

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

(b) 'GST' includes penalties and interest.

14. LOAN

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

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

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

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

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

15. ADJUSTMENTS

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

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

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

Transactional

16. TIME

16.1 Time is of the essence of this contract.

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

17. SERVICE

17.1 Any document sent by –

(a) post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act* 2000.

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

(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or

(d) by email.

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

23. TERMS CONTRACT

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act* 1962; and

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

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

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

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

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

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

25. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

26. INTEREST

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

27. DEFAULT NOTICE

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

27.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given-

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

28. DEFAULT NOT REMEDIED

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

28.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

GUARANTEE and INDEMNITY

I/We,..... of .....

and ..... of .....

being the **Sole Director / Directors** of ..... ACN .....
(called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

(a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;

(b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;

(c) by time given to the Purchaser for any such payment performance or observance;

(d) by reason of the Vendor assigning his, her or their rights under the said Contract; and

(e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this ..... day of ..... 20.....

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....) .....

in the presence of:) Director (Sign)
)
Witness.....)

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....) .....

in the presence of:) Director (Sign)
)
Witness.....)

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

Vendors:

DAVID MICHAEL FRA and
MARY FRA

SECTION 32 STATEMENT

Property: LOT 418 (NO. 53) HILLVIEW ROAD, GREENVALE VIC 3059

Vendor's Conveyancer:

Landmark Conveyancing Group Pty Ltd
Vesna Tanevski
41 Sandalwood Avenue
Hillside Vic 3037

Ph: 8361 6945
Ref: VT:

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

Vendor's Statement to the Purchaser of Real Estate Pursuant to Section 32 of the Sale of Land Act ("the Act")

VENDORS: DAVID MICHAEL FRA and MARY FRA

PROPERTY: LOT 418 (NO. 53) HILLVIEW ROAD, GREENVALE VIC 3059

Certificate of Title – Volume 12204 Folio 939

Important Notice to the Purchaser

The use to which you propose to put the property may be prohibited by Planning or Building Controls applying to the locality or may require the consent or permit of the Municipal Council or other Responsible Authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy.

The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.

You may be liable to pay a Growth Areas Infrastructure Contribution when you purchase this property. The instrument of transfer cannot be lodged for registration with the Registrar of Titles until the contribution is paid in full or an exemption from, or reduction of, the whole or part of the liability to pay the Contribution is granted and any remainder of the contribution is paid or there has been a deferral of the whole or part of the liability to pay the contribution. The transfer may also be exempted from a Growth Areas Infrastructure Contribution in certain situations. It is in your interest to obtain advice as to any potential liability before you commit yourself to buy.

1.1 BUILDING APPROVALS - Particulars of any Building Approval granted during the past seven years under the Building Control Act 1981 or the Building Act 1993 (where the property includes a Residence):

No such permit has been issued / Vacant land.

1.2 GUARANTEE - Where the property includes a Residence, details of an Owner-Builder during the past seven years under the House Contracts Guarantee Act 1987:

No such Guarantee has been issued / Vacant land.

1.3 INSURANCE - Where the property includes a Residence constructed within the preceding six years, details of the required Insurance pursuant to Section 137B of the Building Act 1993:

No such insurance has been effected / Vacant land.

2. RESTRICTIONS - Information concerning any Easement, Covenant or similar restriction affecting the property, registered or unregistered, are as follows:

Are set out in the attached copies of title document/s.

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant, caveat or similar restriction.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

3. **PLANNING & ROAD ACCESS** - Information concerning any Planning Instrument is as follows:

Planning and Roads certificates contained in the attached statement.

The Property is not outside the Melbourne Metropolitan Area, as defined in the Act.
The Planning Instrument does not prohibit the construction of a Dwelling on the land.
There is access to the Property by Road.

4. **OUTGOINGS & STATUTORY CHARGES** - Information concerning the amount of Rates, Taxes, Charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest):

Their total does not exceed $4,000.00

Contained in the attached statement.

5. **NOTICES** - Particulars of any Notice, Order, Declaration, Report or Recommendation of a Public Authority or Government Department or Approved Proposal affecting the Property of which the Vendor might reasonably be expected to have knowledge, including any:

a. affecting the Owners Corporation and any liabilities (whether contingent, proposed or otherwise) where the property is in a subdivision containing an Owners Corporation, including any relating to the undertaking of any repairs to the property.
b. Quarantine or Stock Order imposed under the Stock Diseases Act, 1968 (whether or not the Quarantine or Order is still in force.
c. Notice pursuant to Section 6 of the Land Acquisition and Compensation Act, 1986.

None to the Vendor's knowledge.

6. **SERVICES** – The following services.

Electricity	No	
Gas	No	
Water	Yes	Yarra Valley Water
Telephone / NBN	No	

Warning to the Purchaser: You should check with the appropriate Authorities as to the availability, and costs, of providing any essential service not connected to the Property.

7. **TITLE** - Attached are copies (or an Authorized Reproduction of the Folio/s of the Register) of the following document/s concerning Title:

A copy of the Certificate of Title Volume 12204 Folio 939;
Plan of Subdivision PS818673L;
Transfer of Land AT735520M;
Covenant PS818673L.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

8. **OWNERS CORPORATION ACT 2006 -**

The land **IS NOT** affected by an Owners Corporation, and a copy of the current Owners Corporation Certificate and documents required to accompany the Owners Corporation Certificate under section 151(4) (b) of the Act.

9. **GROWTH AREAS INFRASTRUCTURE CONTRIBUTION**

You may be liable to pay a growth areas infrastructure contribution when you purchase this property. The instrument of transfer cannot be lodged for registration with the Registrar of Titles until the contribution is paid in full or an exemption from, or reduction of, the whole or part of the liability to pay the contribution is granted and any remainder of the contribution is paid or there has been a deferral of the whole or part of the liability to pay the contribution or an approval has been given for staged payment of the contribution. The transfer may also be exempted from a growth area infrastructure contribution in certain situations. It is in your interest to obtain advice as to any potential liability before you commit yourself to buy.

10. **BUSHFIRE PRONE AREA**

This land is/is not within a bushfire- prone area within the meaning of the regulations made under the Building Act 1993 (*Delete as appropriate)

11. **DISCLOSURE OF ENERGY EFFICIENCY INFORMATION**

Details of any energy efficient information required to be disclosed for the sale, lease or sublease of a property for a disclosure affected building or area of building as defined by the ***Building Energy Efficiency Disclosure Act 2010 (Cth)*** –

a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or other information-based activities and support facilities for those activities; and

b) whose area is greater than 2,000m2

NOTE: Some office buildings or areas of buildings are not disclosure affected if they are: mixed use buildings with less than 75% office space by net lettable area; new buildings, where there is a certificate of occupancy less than 2 years old; strata-titled buildings; transferred through the sale of shares or units of interest; leased in a short term lease, ie for a period of less than 12 months; or leased by exercising an option to renew or extend an existing lease.

are as follows (Delete as appropriate):-

1. Building Energy Efficiency Certificate attached

or

2. Nil

12. **DUE DILIGENCE CHECKLIST**

Contained in the attached statement.

PLEASE NOTE: Where the property is to be sold on Terms pursuant to Section 32(2)(f) of the Act and/or sold subject to a Mortgage that is not to be discharged by the date of possession (or receipt of rents and profits) of the property – the Vendor must provide an additional Statement containing the particulars specified in Schedules 1 and 2 of the Act.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

22-Aug-23

The day of this Statement is the .....day of 2023

Signed by the Vendors.....

DocuSigned by:

DAVID MICHAEL FRA

DocuSigned by:

.....

MARY FRA

The Purchaser acknowledges being given a duplicate of this Statement signed by the Vendor before the Purchaser signed any Contract.

The day of this Acknowledgement is the .....day of.....2023

Signed by the Purchaser/s.....

.....

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

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

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

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

VOLUME 12204 FOLIO 939 Security no : 124108284248J
Produced 11/08/2023 02:35 PM

LAND DESCRIPTION

Lot 418 on Plan of Subdivision 818673L.
PARENT TITLE Volume 12174 Folio 030
Created by instrument PS818673L 23/04/2020

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
DAVID MICHAEL FRA
MARY FRA both of UNIT 1 34 GRANVILLE STREET GLENROY VIC 3046
AT735520M 30/10/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW111503R 29/09/2022
WESTPAC BANKING CORPORATION

COVENANT PS818673L 23/04/2020

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

DIAGRAM LOCATION

SEE PS818673L FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 53 HILLVIEW ROAD GREENVALE VIC 3059

ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK
Effective from 29/09/2022

DOCUMENT END

Delivered from the LANDATA® System by GlobalX Pty Ltd

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

Delivered by LANDATA®, timestamp 11/08/2023 14:35 Page 1 of 5
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

PLAN OF SUBDIVISION

EDITION 1 | **PS 818673L**

LOCATION OF LAND

PARISH: YUROKE

TOWNSHIP: –

SECTION: 9

CROWN ALLOTMENT: –

CROWN PORTION: O (PART)

TITLE REFERENCE: VOL 12174 FOL 030

LAST PLAN REFERENCE: LOT F ON PS814741S

POSTAL ADDRESS: HILLVIEW ROAD
(at time of subdivision) GREENVALE 3059

MGA 94 CO-ORDINATES: E 313 650 N 5 833 250 ZONE: 55
(approx. centre of land in plan)

Council Name: Hume City Council

Council Reference Number: S008534
Planning Permit Reference: P20048
SPEAR Reference Number: S119053T

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6: 11/07/2018

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied

Digitally signed by: Antonino Magazzu for Hume City Council on 17/04/2020

Statement of Compliance issued: 17/04/2020

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1	HUME CITY COUNCIL
RESERVE No.1	HUME CITY COUNCIL
RESERVE No.2	JEMENA ELECTRICITY NETWORKS (VIC) LTD

NOTATIONS

STAGING This ~~is~~/is not a staged subdivision
Planning Permit No. P20048

SURVEY This plan is/~~is not~~ based on survey
This survey has been connected to permanent marks no(s) 56, 184, 207, 349 & 597
In Proclaimed Survey Area No. –

DEPTH LIMITATION DOES NOT APPLY

LOTS 1 TO 400 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.

AREA OF LAND SUBDIVIDED = 4·195ha

OTHER PURPOSE OF PLAN:
TO REMOVE THE WHOLE OF DRAINAGE, SEWERAGE AND POWERLINE EASEMENT E-2 ON PS814741S (NOW CONTAINED IN DARMAIN DRIVE ON THIS PLAN).

GROUNDS FOR REMOVAL OF EASEMENT:
AGREEMENT BY ALL INTERESTED PARTIES

EASEMENT INFORMATION

LEGEND: E – Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A – Appurtenant Easement

SUBJECT LAND	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	DRAINAGE	SEE DIAG.	PS814730X	HUME CITY COUNCIL
E-2	DRAINAGE	SEE DIAG.	THIS PLAN	HUME CITY COUNCIL
E-2	SEWERAGE	SEE DIAG.	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-3	DRAINAGE	SEE DIAG.	THIS PLAN	HUME CITY COUNCIL

THE MAPLES – 4
62 LOTS

LICENSED SURVEYOR ADRIAN A. THOMAS

DATE 31/03/20 REFERENCE 31714043
VERSION L DRAWING 3171404AL

ORIGINAL SHEET SIZE A3
SHEET 1 OF 5 SHEETS

Digitally signed by: Adrian A Thomas, Licensed Surveyor, Surveyor's Plan Version (L), 01/04/2020, SPEAR Ref: S119053T

PLAN REGISTERED
TIME: 8.57 Am DATE: 23/04/20
M.H
Assistant Registrar of Titles

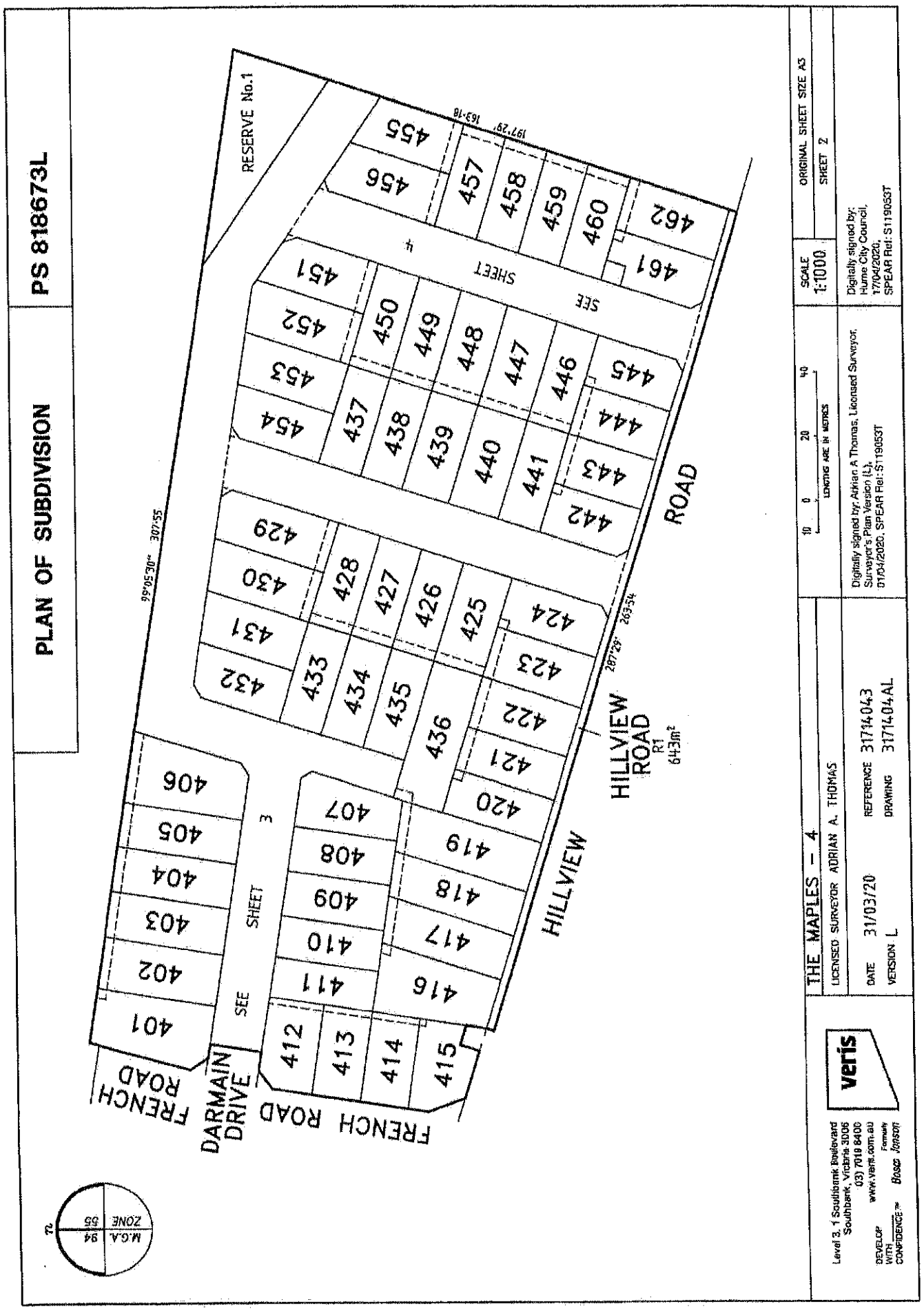
Level 3, 1 Southbank Boulevard
Southbank, Victoria 3006
03) 7018 8400
www.veris.com.au
DEVELOP WITH CONFIDENCE™
Formerly Basco Jonson
veris

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

Delivered by LANDATA®, timestamp 11/05/2023 14:35 Page 2 of 5

PLAN OF SUBDIVISION

PS 818673L



THE MAPLES – 4

LICENSED SURVEYOR ADRIAN A. THOMAS

DATE 31/03/20

VERSION L

REFERENCE 31744043

DRAWING 31744AL

10 0 20 40

LENGTHS ARE IN METRES

SCALE 1:1000

ORIGINAL SHEET SIZE A3

SHEET 2

Digitally signed by: Adrian A Thomas, Licensed Surveyor, Surveyor's Plan Version (L), 01/04/2020, SPEAR Ref: S119053T

Digitally signed by: Hume City Council, 17/04/2020, SPEAR Ref: S119053T

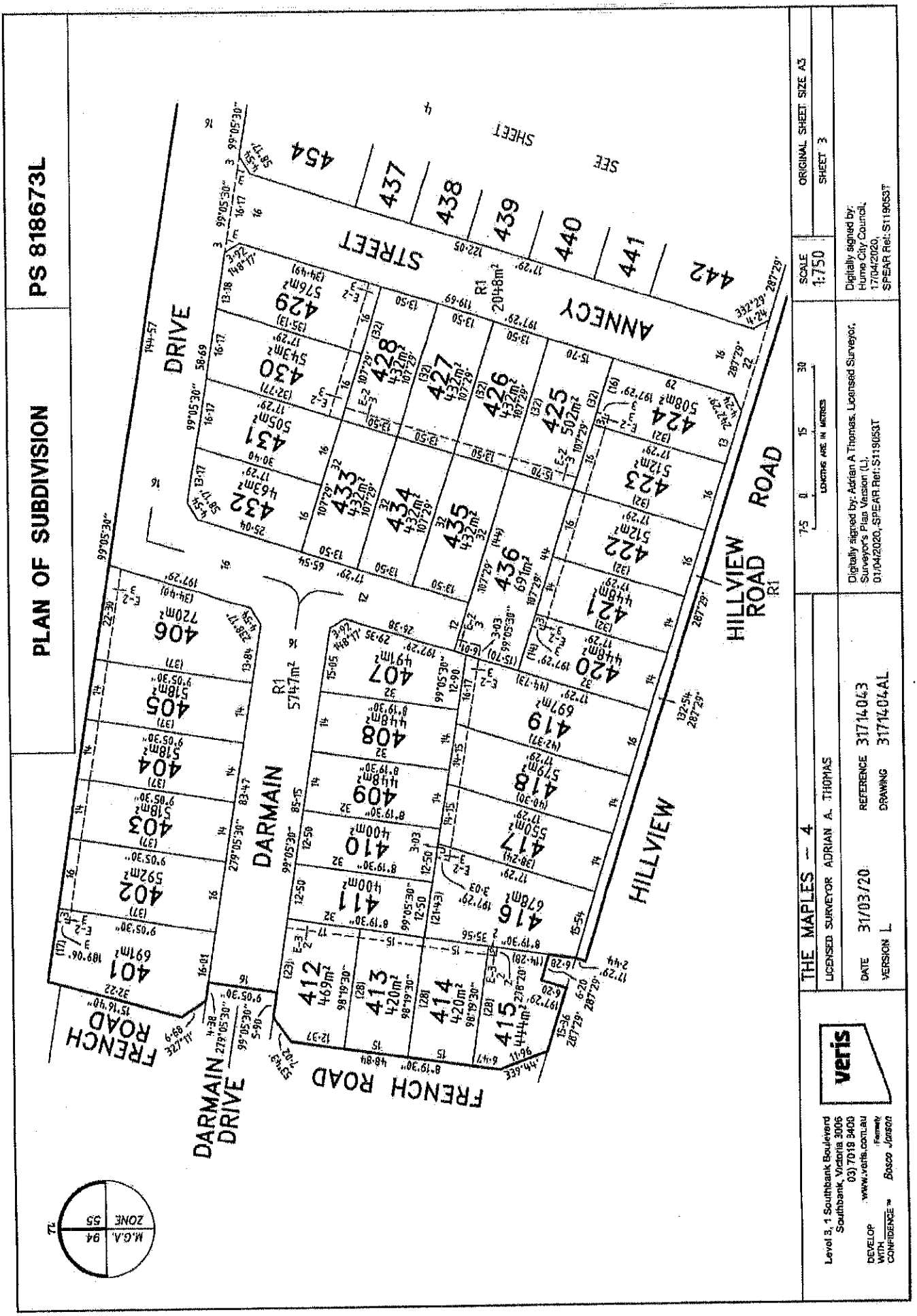
Level 3, 1 Southbank Boulevard
Southbank, Victoria 3006
(03) 7019 6400
www.veris.com.au

DEVELOP WITH CONFIDENCE

Formerly Bosco Jonson

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

Delivered by LANDATA®, timestamp 11/08/2023 14:35 Page 3 of 5

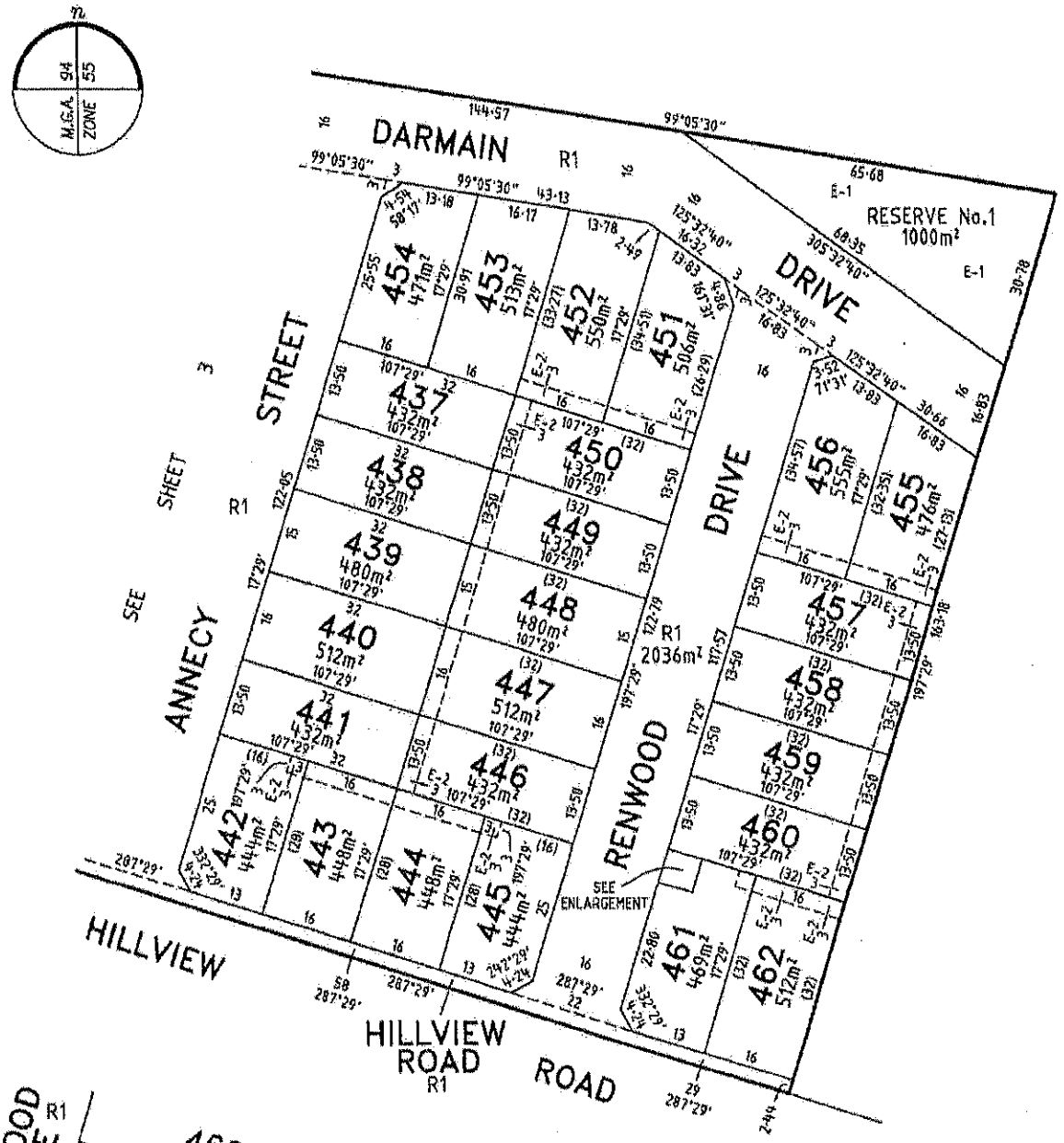


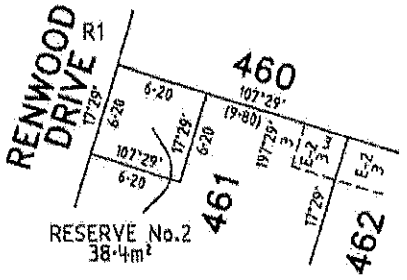
DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

Delivered by LANDATA®, timestamp 11/08/2023 14:35 Page 4 of 5

PLAN OF SUBDIVISION

PS 818673L





ENLARGEMENT
NOT TO SCALE

THE MAPLES – 4	LICENSED SURVEYOR ADRIAN A. THOMAS	SCALE 1:750	7·5 0 15 30 LENGTHS ARE IN METRES
Level 3, 1 Southbank Boulevard, Southbank, Victoria 3006, 03) 7019 8400, www.veris.com.au, DEVELOP WITH CONFIDENCE™ Formerly Bosco Jonson	DATE 31/03/20 REFERENCE 31714043 VERSION L DRAWING 3171404AL		ORIGINAL SHEET SIZE A3 SHEET 4
	Digitally signed by Adrian A Thomas, Licensed Surveyor, Surveyor's Plan Version (L), 01/04/2020, SPEAR Ref: S119053T		Digitally signed by: Hume City Council, 17/04/2020, SPEAR Ref: S119053T

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

Delivered by LANDATA®, timestamp 11/08/2023 14:35 Page 5 of 6

PLAN OF SUBDIVISION

PS 818673L

CREATION OF RESTRICTION

The following restriction is to be created upon registration of this plan:

Table of land burdened and land benefited:

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
401	402
402	401, 403
403	402, 404
404	403, 405
405	404, 406
406	405
407	408, 419, 436
408	407, 409, 418, 419
409	408, 410, 417, 418
410	409, 411, 416, 417
411	410, 412, 413, 416
412	411, 413
413	411, 412, 414
414	413, 415, 416
415	414, 416
416	410, 411, 414, 415, 417
417	409, 410, 416, 418
418	408, 409, 417, 419
419	407, 408, 418, 420, 436
420	419, 421, 436
421	420, 422, 436
422	421, 423, 436
423	422, 424, 425
424	423, 425
425	423, 424, 426, 436
426	425, 427, 435
427	426, 428, 434
428	427, 429, 430, 433
429	428, 430
430	428, 429, 431
431	430, 432, 433

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
432	431, 433
433	428, 431, 432, 434
434	427, 433, 435
435	426, 434, 436
436	407, 419, 420, 421, 422, 425, 435
437	438, 450, 453, 454
438	437, 439, 449
439	438, 440, 448
440	439, 441, 447
441	440, 442, 443, 446
442	441, 443
443	441, 442, 444
444	443, 445, 446
445	444, 446
446	441, 444, 445, 447
447	440, 446, 448
448	439, 447, 449
449	438, 448, 450
450	437, 449, 451, 452
451	450, 452
452	450, 451, 453
453	437, 452, 454
454	437, 453
455	456, 457
456	455, 457
457	455, 456, 458
458	457, 459
459	458, 460
460	459, 461, 462
461	460, 462
462	460, 461

DESCRIPTION OF RESTRICTION:

1) The registered proprietor or proprietors of any burdened lot shown in the table above shall not:

   i) build or erect or allow to be built or erected any building or structure other than a building or structure which is built or erected in accordance with Building Envelopes contained in Memorandum of Common Provisions registered in Dealing No. AA6105 except with the prior written consent of the Responsible Authority.

This restriction shall cease to have effect 10 years after the date of registration of this plan.

THE MAPLES – 4

LICENSED SURVEYOR ADRIAN A. THOMAS

SCALE

LENGTHS ARE IN METRES

DATE 31/03/20 REFERENCE 31714043

VERSION L DRAWING 31714043AL

ORIGINAL SHEET SIZE A3

SHEET 5

Level 3, 1 Southbank Boulevard
Southbank, Victoria 3006
03) 7019 8400
www.veris.com.au
DEVELOP WITH CONFIDENCE™
Formerly Bosco Jonson
veris

Digitally signed by: Adrian A Thomas, Licensed Surveyor, Surveyor's Plan Version (L), 01/04/2020, SPEAR Ref: S119053T

Digitally signed by: Hume City Council, 17/04/2020, SPEAR Ref: S119053T

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

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

Produced 11/08/2023 02:35:43 PM

Status	Registered	Dealing Number	AT735520M
Date and Time Lodged	30/10/2020 01:06:39 PM		

Lodger Details

Lodger Code	16165A
Name	AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Address	
Lodger Box	
Phone	
Email	
Reference	

TRANSFER

Jurisdiction VICTORIA

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

Land Title Reference
12204/939

Transferor(s)

Name	HILLVIEW 1 PTY LTD
ACN	611731769

Estate and/or Interest being transferred
Fee Simple

Consideration
$AUD 483000.00

Transferee(s)

Tenancy (inc. share)	Joint Tenants
Given Name(s)	DAVID MICHAEL
Family Name	FRA
Address	
Unit Type	UNIT
Unit Number	1

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Street Number	34
Street Name	GRANVILLE
Street Type	STREET
Locality	GLENROY
State	VIC
Postcode	3046

Given Name(s)	MARY
Family Name	JANKULOVSKA
Address	
Unit Type	UNIT
Unit Number	1
Street Number	34
Street Name	GRANVILLE
Street Type	STREET
Locality	GLENROY
State	VIC
Postcode	3046

Duty Transaction ID
4934157

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferee or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	DAVID MICHAEL FRA MARY JANKULOVSKA
Signer Name	VESNA TANEVSKI
Signer Organisation	LANDMARK CONVEYANCING GROUP PTY LTD
Signer Role	CONVEYANCING PRACTICE
Execution Date	30 OCTOBER 2020

Reference:
Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001. DX 210189
ABN 86 627 986 396

VICTORIA State Government

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferor or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	HILLVIEW 1 PTY LTD
Signer Name	MARCUS ROY FORD
Signer Organisation	COOPER GRACE WARD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	30 OCTOBER 2020

File Notes:
NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

953381

APPLICANT'S NAME & ADDRESS

VESNA TANEVSKI C/- GXS
DOCKLANDS

VENDOR

FRA, DAVID

PURCHASER

NIL, NIL

REFERENCE

FRA

This certificate is issued for:
LOT 418 PLAN PS818673 ALSO KNOWN AS 53 HILLVIEW ROAD GREENVALE
HUME CITY

The land is covered by the:
HUME PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:
- is included in a URBAN GROWTH ZONE - SCHEDULE 6
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 6

A detailed definition of the applicable Planning Scheme is available at :
(http://planningschemes.dpcd.vic.gov.au/schemes/hume)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:
http://vhd.heritage.vic.gov.au/

Additional site-specific controls may apply. The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

11 August 2023

Sonya Kilkenny
Minister for Planning

VICTORIA
State Government

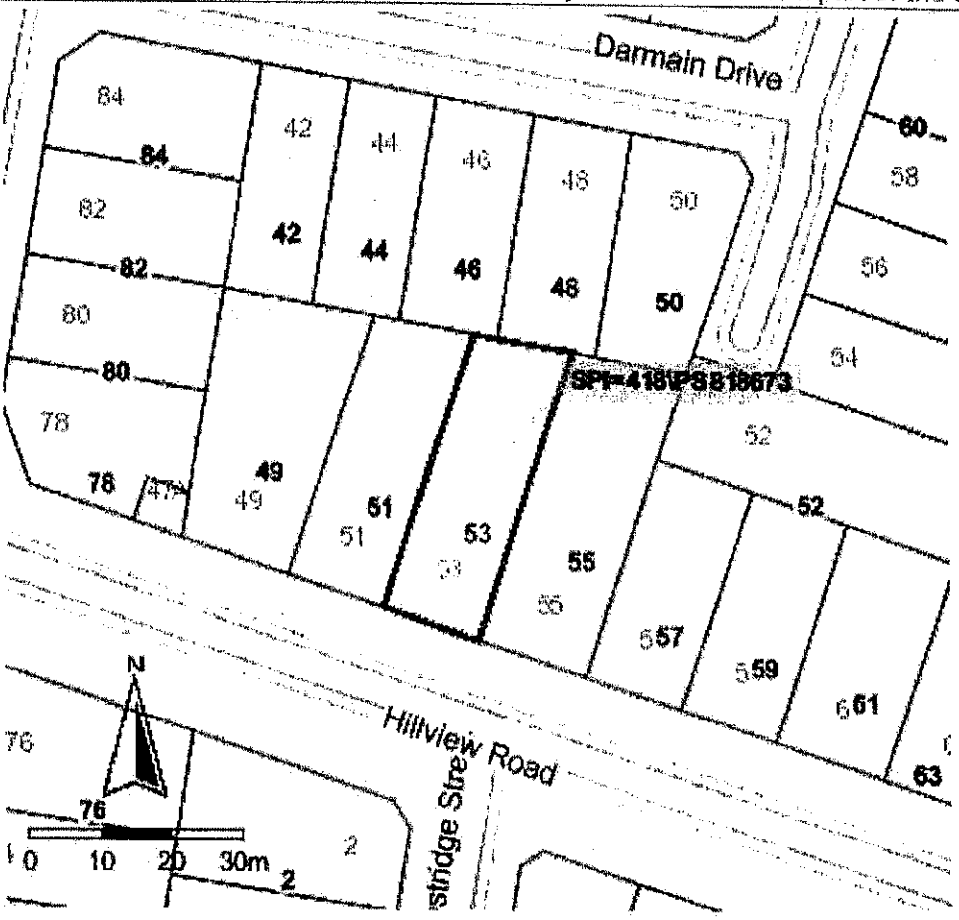
DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.a

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

VICTORIA State Government

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

vicroads

**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Vesna Tanevski
41 Sandalwood Avenue
HILLSIDE 3875

Client Reference: FRA

NO PROPOSALS. As at the 11th August 2023, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

53 HILLVIEW ROAD, GREENVALE 3059
CITY OF HUME

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 11th August 2023

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 69866879 - 69866879143617 'FRA'

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

HUME CITY COUNCIL

ABN: 14 854 354 856

Rates & charges instalment notice

For the period 1 July 2022 to 30 June 2023

Enquiries: 9205 2200

D M FRA & M JANKULOVSKA
19 MULHALL DR
ST ALBANS VIC 3021

PROPERTY NUMBER: 734260
PAYMENT REFERENCE: 7342603
DATE OF ISSUE: 18/04/2023

For emailed notices:
hume.enotices.com.au
Reference: B177FC531X

025
R0_29910

PROPERTY DETAILS

53 HILLVIEW RD GREENVALE VIC 3059
Lot 418 PS 818673L Vol 12204 Fol 939

Site Value	Capital Improved Value	Net Annual Value
$475,000	$475,000	$23,750

Level of Value Date: 01/01/2022
Date Adopted for Rating Purposes: 01/07/2022

RATES & CHARGES

4th Instalment	**$386.00**
TOTAL PAYABLE BY 31.05.2023	**$386.00**

This notice includes payments made to 18/04/2023

INSTALMENT AMOUNT DUE

$386.00

DUE DATE

31/05/2023

Customer Service Centres

Broadmeadows 1079 Pascoe Vale Road
Craigieburn 75-95 Central Park Avenue
Sunbury 44 Macedon Street
Cashier hours: 8am–5pm weekdays

Contact Council

PO BOX 119, Dallas 3047
Phone: 9205 2200
Email: contactus@hume.vic.gov.au
hume.vic.gov.au

Scan here to pay

VISA Bank Account

HOW TO PAY

BPAY (Biller View Registration No. 7342603)
Access Bpay via your internet banking
BILLER CODE: **12500**
REF: **7342603**

POST BILLPAY
BILLPAY CODE: **0862**
REF: **7342 603**

*862 7342603

ONLINE OR PHONE
Call 13 18 16 or visit hume.vic.gov.au/pay

DIRECT DEBIT
Register online at hume.vic.gov.au/rates to arrange automatic payment of your account

IN PERSON
Pay at your nearest Council Customer Contact Centre in Broadmeadows, Craigieburn or Sunbury or visit your nearest Post Office.

MAIL
Send this slip with your cheque made payable to: Hume City Council, PO Box 119 Dallas 3047

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

Your quarterly bill

Yarra Valley Water

Enquiries	1300 304 688
Faults (24/7)	13 27 62
Account number	79 4993 0601
Invoice number	7942 0461 09531
Issue date	8 Jul 2023

Tax Invoice Yarra Valley Water ABN 93 066 902 501

Emailed to: fras.bills@gmail.com
MS M JANKULOVSKA & MR D FRA
UNIT 1/34 GRANVILLE ST
GLENROY VIC 3046

Amount due **$51.03**

Direct debit **24 Jul 2023**

Summary

53 HILLVIEW RD, GREENVALE

Property Number 5233 842, PS 818673

Product/Service	Amount
Yarra Valley Water Total	**$0.00**
Other Authority Charges	
Waterways and Drainage Charge on behalf of Melbourne Water	$29.70
Parks Charge	$21.33
TOTAL (GST does not apply)	$51.03

Important note
Your bill includes the parks charge, which is now billed quarterly.
No water usage has been charged on this account.

Payment summary

Last Account	$27.34
Paid/Adjusted	-$27.34
Balance	$0.00
Total this Account	+$51.03
Total Balance	**$51.03**

Yarra Valley Water

How to pay

'3042 794204610953 1

Direct Debit
Sign up for Direct Debit at yvw.com.au/directdebit or call 1300 304 688.

EFT
Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).
Account name: **Yarra Valley Water**
BSB: **033-885**
Account number: **794910890**

BPAY®
Biller code: **344366**
Ref: **794 9930 6010**

Centrepay
Arrange regular deductions from your Centrelink payments.
Visit **yvw.com.au/paying**
CRN reference: **555 054 118T**

Credit card
Online: **yvw.com.au/paying**
Phone: **1300 362 332**

Post Billpay®
Pay in person at any post office, by phone on **13 18 16** or at **postbillpay.com.au**
Biller code: **3042**
Ref: **7942 0461 09531**

MS M JANKULOVSKA & MR D FRA

Account number	79 4993 0601
Invoice number	7942 0461 09531
Total due	**$51.03**
Direct debit	**24 Jul 2023**

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

Property Clearance Certificate

Land Tax

STATE REVENUE OFFICE VICTORIA

VESNA TANEVSKI

Your Reference: LD:69866879-009-0.FRA
Certificate No: 66518827
Issue Date: 11 AUG 2023
Enquiries: ESYSPROD

Land Address: 53 HILLVIEW ROAD GREENVALE VIC 3059

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47262077	418	818673	12204	939	$725.00

Vendor: MARY JANKULOVSKA & DAVID FRA
Purchaser: NIL NIL

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR DAVID MICHAEL FRA	2023	$475,000	$725.00	$0.00	$725.00

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	$475,000
SITE VALUE:	$475,000
CURRENT LAND TAX CHARGE:	**$725.00**

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

Notes to Certificate - Land Tax

Certificate No: 66518827

Power to Issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
   - Land tax that has been assessed but is not yet due,
   - Land tax for the current tax year that has not yet been assessed, and
   - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

General Information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

7. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $725.00

Taxable Value = $475,000

Calculated as $375 plus ($475,000 - $300,000) multiplied by 0.200 cents.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 66518827

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD

Ref: 66518827

Visa or Mastercard

Pay via our website or phone 13 21 61. A card payment fee applies.

sro.vic.gov.au/paylandtax

Property Clearance Certificate updates are available at **sro.vic.gov.au/certificates**

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

Property Clearance Certificate

Windfall Gains Tax

STATE REVENUE OFFICE VICTORIA

VESNA TANEVSKI

Your Reference: LD:69866879-009-0.FRA

Certificate No: 66518827

Issue Date: 11 AUG 2023

Land Address: 53 HILLVIEW ROAD GREENVALE VIC 3059

Lot	Plan	Volume	Folio
418	818673	12204	939

Vendor: MARY JANKULOVSKA & DAVID FRA

Purchaser: NIL NIL

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		$0.00	$0.00	$0.00	$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

CURRENT WINDFALL GAINS TAX CHARGE: $0.00

Paul Broderick
Commissioner of State Revenue

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

Notes to Certificate - Windfall Gains Tax

Certificate No: 66518827

Power to Issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
   - Windfall gains tax that is due and unpaid, including any penalty tax and interest
   - Windfall gains tax that is deferred, including any accrued deferral interest
   - Windfall gains tax that has been assessed but is not yet due
   - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
   - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.

General information

8. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
9. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
10. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 66518820

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD

Ref: 66518820

Visa or Mastercard

Pay via our website or phone 13 21 61. A card payment fee applies.

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

Property Clearance Certificate updates are available at **sro.vic.gov.au/certificates**

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

THE MAPLES

STAGE 4

ANNEXURE A – SPECIAL CONDITIONS

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

In this Contract, unless the context otherwise requires:

Term	Meaning
Adjacent Development	means any actual, proposed or future development or developments adjacent to, in the vicinity of or which may affect views from, light or amenity of the Development;
Adjustment Date	means the latter of the Day of Sale or the date of registration of the Plan of Subdivision;
Lots	means any of the proposed lots as shown on the Plan of Subdivision and includes the Lot sold under this Contract;
Authority	means any Commonwealth, State, Local Government or other statutory, municipal or regulatory authority, body or agency and any Court or Tribunal or any employee or agent of any of them;
Bank	means any trading bank licensed in Australia or as the Vendor otherwise agrees to;
Bank Guarantee	means an irrevocable and unconditional undertaking by a Bank in accordance with special condition 8;
Business Day	means a day which is not a Saturday, Sunday or public holiday in Melbourne;
Claim	means any claim, action, proceeding, judgment, damage, loss, cost, expense or liability however incurred or suffered or brought or made or recovered against any person, however arising (whether or not presently ascertained, immediate, future or contingent or in the nature of incidental, special, exemplary or consequential damages) including, but not limited to loss of profits or revenue, interference with business operations or loss of tenants, lenders, investors or purchasers or inability to use the Property or the Site;

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

Term	Meaning
Clearance Certificate	means a certificate issued by the Commissioner of Taxation under Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) which covers the period including the Day of Sale and the date it is given by the Vendor to the Purchaser.
Contaminant	means a solid, liquid, gas, odour, temperature, sound, vibration or radiation or substance which makes or may make the Property: (a) unfit or unsafe for habitation or occupation by humans or animals; (b) degraded in its capacity to support plant life; (c) otherwise environmentally degraded; or (d) not comply with any Environmental Law, and Contamination has a consequential and related meaning;
Contract	means this contract of sale of real estate and includes the annexures and schedules to this contract;
Construction	includes the construction of services and infrastructure required for the creation of separate titles for the Lots.
Council	means Hume City Council;
Deed of Novation	means a deed that gives effect to a novation of this Contract generally in the form of the deed required by the Vendor (in its absolute discretion) naming the New Vendor as transferee of the Property or any part of it;
Deposit Holder	means the Vendor's Legal Practitioner
Design Review Panel	means the body established pursuant to the Living Design Principles;
Developer	means the Vendor or such other entity that the Vendor may procure to develop all or part of the Development;
Development	means the land in the Site and any surrounding land to be developed by the Vendor or the Developer known as The Maples at Greenvale;
Environment	means the air, water, ground water, sub-strata and the ground;
Environmental Law	means any law regulating the Environment, including any requirement, criteria or standards published or adopted as at the Day of Sale by any Authority in relation to the Environment;

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

Term	Meaning
FIRB Approval	means the approval of the Treasurer of the Commonwealth of Australia or any responsible Authority under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) for the purchase of the Property by the Purchaser from the Vendor on the terms of this Contract;
GST Act	means *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
Guarantee and Indemnity	means the guarantee and indemnity included in this Contract in ***Annexure 1***;
Living Design Principles	means the The Maples Living Design Principles (a copy of which is attached to the Contract marked ***Annexure 3***) amended by the Vendor from time to time as applicable for the Development, which can be accessed via http://library.themaples.com.au – Username: themaples password: themapleshome;
New Vendor	means a third party named in the Deed of Novation as 'Transferee' who becomes the transferee of the Property, the Site or any part of them, as contemplated in special condition 35;
Nomination Form	means a form completed and executed by the Purchaser and its nominee transferee in which: (a) the Purchaser's nominee agrees to take a transfer or conveyance of the Property at Settlement in place of, jointly with or as tenant in common (as the case may be) with the Purchaser; and (b) they both agree to be jointly and severally liable for the due performance of the obligations of the Purchaser under the Contract;
Outgoings	means all rates, utility connection fees, taxes, land taxes, levies, fire insurance premiums and all other outgoings for the Property;
Particulars of Sale	means the particulars of sale in this Contract;
Plan of Subdivision	means the proposed plan of subdivision number PS818673L included in the Vendor Statement and includes any amendments or alterations made to that plan from time to time, any restriction noted on that plan;
Planning Permit	means the planning permit issued by Council (a copy of which is included in the Vendor Statement), as amended from time to time by Council;
Property	means the Land sold under this Contract, as described in the Particulars of Sale;

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

Term	Meaning
Purchaser Rights	means: (a) claiming compensation; (b) rescinding or purporting to rescind; (c) calling the Vendor to amend title or bear any cost of doing so; (d) calling on the Vendor to pay any money to the Purchaser or any third party to incur any cost or expense; (e) seeking a reduction in the Price; (f) retaining part or the whole of the Price; (g) delaying settlement; (h) payment of the Balance; (i) avoiding any of its obligations; (j) making any other Claim, under or in connection with this Contract;
Registration Period	means the period expiring on 2 years from the Day of Sale;
Settlement	means the settlement or completion of the sale and purchase of the Property under this Contract;
Settlement Date	is the date that Settlement is due under this Contract as set out in the Particulars of Sale;
Site	means all the land described as follows: Lots 29, 30 and 31 on LP53814
Variation Notice	means a written notice (that has an expiry date on or after the date of Settlement) issued, or legislative instrument made, by the Commissioner of Taxation varying a particular amount payable by the Purchaser to the Commissioner of Taxation under Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
Vendor Statement	means the vendor statement attached to this Contract in ***Annexure 3***.

1.2 Interpretation

In this Contract, unless the context otherwise requires:

(a) a term defined in the Particulars of Sale has the same meaning in the special conditions;

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

(b) a term used in the general conditions that is defined in special condition 1.1 has the same meaning given by that special condition whether or not they appear capitalised in the general conditions;

(c) if there is any inconsistency between the general conditions and the special conditions, the special conditions will prevail;

(d) headings are inserted for convenience of reference only and do not affect the interpretation of this Contract;

(e) the singular includes the plural or vice versa;

(f) a reference to any law includes any regulation and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(g) reference to a party to this Contract includes that party's executors, administrators, successors and permitted assigns;

(h) 'including' and any similar expressions are not words of limitation; and

(i) if an act must be done on a specified day which is not a Business Day, the act must be done on the Business Day immediately before that specified day.

2. AMENDMENTS TO GENERAL CONDITIONS

2.1 Amendments

General conditions 5, 7, 8, 11.1, 11.2(b), 11.6, 12.1, 12.2, 14, 20, 22, 23, 24.4, 24.5, 24.6, 28.1 28.3(b) and 28.3(c) do not apply to this Contract.

General condition 6 is amended by inserting the following paragraph at the end of that general condition:

> 'If the purchaser does not provide the transfer of land document at least 10 days before settlement, at the option of the vendor, the vendor is entitled to delay settlement up to a date that is 10 days after the vendor's legal practitioner receives the transfer of land document from the purchaser. However, if the vendor chooses to do so, the purchaser is deemed to have breached this contract and the vendor is entitled to interest under special condition 28 from the settlement date in the particulars of sale until the date that is 10 days after the vendor's legal practitioner received the transfer of land document.'

General condition 10.1(b) is amended by deleting the words 'do all things' and inserting the words 'provide all title documents' in its place.

General condition 10.3 is amended by replacing '4.00p.m.' with '3.00p.m.'

General condition 11.4 is deleted and replaced with:

> '11.4 At settlement, payments due under this contract must be made by an unendorsed bank cheque drawn on an authorised deposit taking institution.'

General condition 25 is amended by adding the following at the end of the general condition:

> 'The purchaser acknowledges and agrees that the following items constitute 'a reasonable foreseeable loss':
>
> (a) expenses payable by the vendor under any existing loans secured over the property or other property of the vendor;

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

(b) if the default results in settlement being delayed after 31 December in any calendar year, any additional land tax incurred by the vendor as a result of the property being included in the vendor's land tax assessment for the next calendar year;

(c) the vendor's legal costs and expenses as between solicitor and client incurred due to the breach, including the cost of issuing any default notice;

(d) any commission or other expenses claimed by the vendor's estate agent or other agents representing the vendor relating to sale of the property; and

(e) penalties and any other expenses payable by the vendor due to any delay in completion of the purchase of another property.'

General condition 26 is amended by replacing '2%' with '4%.'

3. WHOLE AGREEMENT, REPRESENTATIONS AND PURCHASER'S WARRANTIES

3.1 Whole agreement

This Contract is the whole agreement between the Vendor and the Purchaser about the sale of the Property, unless another agreement is referred to in this Contract, and supersedes all prior representations, agreements, statements and understandings between the parties.

3.2 Marketing materials

Photographs and other images that may have been used by the Vendor as part of its marketing materials include potential views that may or may not be available from the completed Development.

3.3 Purchaser acknowledges

The Purchaser acknowledges that:

(a) the photographs and other images depict potential views that were reasonably anticipated as at the date that the photographs and other images were created, which is before the Day of Sale;

(b) the Vendor has no control over development by parties unrelated to the Vendor of property surrounding or nearby the Development;

(c) an Adjacent Development may proceed;

(d) the Plan of Subdivision may change; and

(e) development of property surrounding or nearby the Development may affect the actual views that will be available from the Development when it is completed.

3.4 Representations

The Purchaser expressly acknowledges, agrees and warrants that:

(a) it has not relied on any representations made by the Vendor or its agents, or any other person or corporation in entering into this Contract, other than as set out in this Contract, and that the conditions and stipulations of this Contract constitute the only agreement between the Vendor and Purchaser;

(b) the Purchaser has satisfied itself from its own independent enquiries as to the value, adequacy and suitability of the Property, and to the maximum extent permitted by law, all

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

representations or provisions implied by law, relating to fitness, suitability or adequacy of the Property do not apply to this Contract or the Property;

(c) the Purchaser has relied on its own judgment in purchasing the Property on the terms of this Contract;

(d) the Purchaser accepts the Property in its condition at the Settlement Date, acknowledging that the Vendor or the Developer has or may in the course of Construction caused the Property to be filled, raised, levelled, compacted or cut;

(e) the Purchaser has not relied on any artists impression, model, plan, sketch, specification, sales aid or material of any description advertising the Property or the Development (other than as contained in this Contract) in entering this Contract;

(f) any display or sample lot erected or constructed by the Vendor is intended to be indicative only of the quality and product that the Vendor is intending to achieve (subject to the provisions of this Contract) and it is not intended that the design, layout or standard of specification shall in any way replicate any such display;

(g) any information given in finance calculations, advertising, brochures and models for the Development are generic and indicative only and have not been relied upon by the Purchaser in entering into this Contract;

(h) prior to executing this Contract a signed Vendor Statement was given to the Purchaser in accordance with section 32 of the *Sale of Land Act 1962* (Vic).

3.5 Planning Restrictions

(a) The Purchaser buys the Property subject to any restriction on the use of the Property pursuant to any planning scheme, order, regulation, rule or condition imposed by any Authority to control the use of the Property. No such restriction shall constitute a defect in the Vendor's title or affect the validity of this Contract. The Purchaser shall not make any claim nor exercise any Purchaser Rights in respect of any such restriction;

(b) The Purchaser agrees to comply with the provisions of any Planning Permit or permits as they affect the use and development of the Property.

3.6 No exercise of Purchaser's Rights

The Purchaser may not exercise any Purchasers Rights because of any of views depicted in the Vendor's marketing materials differing from potential views depicted in the marketing materials due to:

(a) development of property surrounding or nearby the Development;

(b) any Adjacent Development;

(c) changes to the Plan of Subdivision contemplated by this Contract; or

(d) as a result of any other act, matter or thing.

4. ENCUMBRANCES

4.1 Purchaser to accept restrictions

Despite anything else in this Contract, the Purchaser buys the Property subject to:

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

(a) any easements, covenants (including positive covenants) or like restrictions (whether registered or not) imposed on the Property or its use including any caveat that exists in relation to such restrictions, but excluding any mortgage;

(b) any law, order, regulation or by-law affecting the Land;

(c) any agreements entered into under section 173 of the *Planning and Environment Act 1987* (Vic) concerning any part of the Property and any amendments to those agreements made prior to Settlement;

(d) any right held or claimed by any Authority including any caveat that exists in relation to such rights; and

(e) any restrictions imposed on the Property or its use by the planning scheme applicable to the Property or by or with the authority of any governmental, semi-governmental or judicial entity.

4.2 Requisitions on Title

None of the restrictions, agreements or rights above constitutes a defect in the Vendor's title and the Purchaser must not make any objection, requisition or claim nor rescind or terminate this Contract or delay Settlement because of any alleged failure to comply with any of the restrictions, agreements or, nor call upon the Vendor to bear all or any part of the cost of complying with them.

5. VENDOR'S CONDITIONS

5.1 Right to terminate

The Vendor may terminate this Contract by written notice to the Purchaser if:

(a) the Vendor is unable to obtain any consent, approval (including development approval which takes effect), permit, licence or any other authorisation necessary for the Vendor to implement and construct the Development or any part thereof (Approvals);

(b) any Authority imposes or intimates that it will or is likely to impose conditions on any Approval, which the Vendor is unwilling or unable to comply with;

(c) the Vendor decides that the Development is not Financially Viable (termination under this special condition 5.1(c) cannot occur after the Vendor has substantially commenced Construction.

5.2 Consequences of termination

If this Contract is terminated under this special condition 5 all money paid by the Purchaser will be refunded (and any bank guarantee held under special condition 8 returned) and no party will have any claim against the other.

6. REGISTRATION OF THE PLAN OF SUBDIVISION

6.1 Contract conditional

Settlement of this Contract is subject to and conditional upon the registration of the Plan of Subdivision by the Registrar of Titles before the end of the Registration Period.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

6.2 Registration Date

If the Plan of Subdivision is not registered before the end of the Registration Period, either the Vendor or the Purchaser may at any time after the end of the Registration Period, but only before the Plan of Subdivision is registered, terminate this Contract by written notice served on the other.

6.3 No claim or objection by Purchaser

Subject to the Purchaser's rights under the *Sale of Land Act 1962* (Vic), the Purchaser must not make any objection, requisition or claim because of anything connected with the registration of or failure to obtain registration of the Plan of Subdivision.

7. DEPOSIT

7.1 Payment of Deposit

The Purchaser must pay the Deposit to the Deposit Holder at the time(s) specified in the Particulars of Sale. The Deposit Holder will hold the Deposit in trust until either party becomes entitled to the Deposit under this Contract or at law.

7.2 Failure to pay Deposit

If the Purchaser fails to pay the Deposit or any part thereof when due, or pays the Deposit by cheque which is post-dated, stale or dishonoured, then the Vendor may:

(a) terminate this Contract and sue the Purchaser for the unpaid Deposit as a liquidated debt; or

(b) keep the Contract on foot and sue the Purchaser for the unpaid amount of the Deposit in which case the Deposit must be paid to the Deposit Holder.

7.3 Investment of Deposit

The Deposit Holder is directed to invest the Deposit in an interest bearing trust account in the name of the Vendor and with a trading bank selected by the Deposit Holder. The Deposit is invested for the benefit of the Vendor (and at the Vendor's Cost), with the Vendor being entitled to all interest.

7.4 Payment of Deposit

The Deposit shall be paid:

(a) to the Vendor: if this Contract is terminated because the Purchaser breached this Contract;

(b) to the Purchaser: if this Contract is terminated without default by the Purchaser. The parties agree that after a refund of the Deposit in this circumstance, neither party has any further claim against the other; and

(c) in the event this Contract settles: to the Vendor.

7.5 Termination without Purchaser's default

The Vendor shall pay to the Purchaser a sum equal to one hundred percent (100%) of the interest that accrues on the investment of the Deposit if this Contract is terminated without default by the Purchaser (in which circumstance the Deposit Holder is directed to make that payment to the Purchaser directly).

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

7.6 Liability of Deposit Holder

The Deposit Holder is not liable to either party for any delay in investing the Deposit, any actions in calling in the deposit in preparation for Settlement including without limitation if Settlement is delayed, and any matters relating to interest rates.

8. PAYMENT OF DEPOSIT BY BANK GUARANTEE

8.1 Vendor's discretion

The Vendor may, in its absolute discretion, accept an unconditional bank guarantee in place of a cash deposit.

8.2 Bank Guarantee

The Bank Guarantee must:

(a) be issued by a Bank the Vendor approves in its absolute discretion;

(b) be on terms satisfactory to the Vendor in its absolute discretion;

(c) if it has an expiry date, be an expiry date not earlier than 8 months after the expiry of the Registration Period;

(d) be for an amount equal to the Deposit [and the Deposit Holder shall refund any initial deposit held upon acceptance by the Vendor of a bank guarantee under this special condition;

(e) be payable to the Deposit Holder on demand by the Deposit Holder or Vendor;

(f) specify the consideration for the issue of the bank guarantee as the Vendor dispensing with the requirement for a cash deposit; and

(g) be delivered at the time(s) required for payment of the Deposit.

8.3 Call on Bank Guarantee

The Vendor or Deposit Holder may call on the Bank Guarantee without reference to the Purchaser if the Vendor terminates this Contract because the Purchaser breached this Contract and declares the Deposit forfeited. If the Bank Guarantee is called upon the amount paid under the Bank Guarantee must be paid to the Deposit Holder and treated as the Deposit.

8.4 Exclusions

This special condition 8 does not permit payment of the Deposit by way of deposit bond or insurance bond.

9. NATURAL SURFACE LEVELS AND VENDOR STATEMENT

9.1 Works to the natural surface

For the purposes of section 9AB of the *Sale of Land Act 1962* (Vic), the Vendor discloses that:

(a) the natural surface level of land in the Plan of Subdivision will be affected by the Construction; and

(b) the details (if any) of any works affecting the natural surface level of the Land or any Lot abutting the Land is either:

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

(i) In the Vendor Statement; or

(ii) if not available on the Day of Sale or materially changed after the Day of Sale then the Vendor shall deliver the details to the Purchaser once they become available pursuant to Section 9AB(3) of the *Sale of Land Act 1962* (Vic).

9.2 No Claim by Purchaser

The Purchaser must not make any Claim or exercise any Purchaser Rights in respect of any works affecting the natural surface level of the Site or any land abutting it, if to the extent required by section 9AB of the *Sale of Land Act 1962* (Vic), the Vendor discloses to the Purchaser details of any such further works that may affect the natural surface level of the Site or any land abutting it, as soon as practicable after the Vendor have knowledge of the details of those works.

9.3 Vendor Statement

Notwithstanding any other provision in the Contract, and disclosure in the Vendor Statement, the Purchaser acknowledges:

(a) any plans and drawings contained in the Vendor Statement have been prepared by the Vendor's consultants based on their knowledge and understanding of the requirements of Council and / or any Authority as at the date the plan or drawings were prepared;

(b) there may be items of infrastructure (including services, with or without easements, and retaining walls) shown on the plans and drawings (in respect of this Land or other nearby Lots) may change, or new items of infrastructure added dependent upon the requirements of Council and / or any Authority, including their location and whether or not they are above or below ground level;

(c) that the final size and location of reserves or any heritage overlay may change, and / or become a Lot, or part of a Lot in the Development; and

(d) any area of land described in any plans as a reserve, the 'heritage overlay' or 'heritage precinct' or 'historic homestead' may change in size, use or appearance at any time in the future;

and the Purchaser shall not make any Claim or exercise any Purchaser Rights in respect of the matters referred to in this special condition 9.3.

10. DEVELOPMENT

10.1 Purchaser acknowledges

The Purchaser acknowledges that:

(a) the Purchaser is entering into this Contract to purchase the Property prior to completion of Construction;

(b) the draft Plan of Subdivision (contained in the Vendor Statement) is preliminary only and further detailed design will be carried out by the Vendor in accordance with the requirements of all Approvals and prior to commencement of Construction and continue during Construction, such that those items may be impacted upon by such design matters including practical and physical constraints, availability and cost of materials and like considerations;

(c) as a result the Vendor may make changes to the Plan of Subdivision;

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

(d) the Plan of Subdivision which will identify the Lot will be prepared following Construction. Any dimensions or areas of the Lot on the draft Plan of Subdivision (contained in the Vendor Statement) are therefore only approximate and may change;

(e) the Purchaser has no right to require any variation to the construction of the Lot.

10.2 Changes to Lot

To the greatest extent permitted at law, the Vendor may make the following changes to the Lot:

(a) make minor changes to the configuration, dimension and size of the Lot (or any part of it) and the Purchaser acknowledges a reduction on the area of the Lot of less than five percent (5%) is a minor change; and/or

(b) alter the numbering of the Lot.

10.3 Changes to Development

To the greatest extent permitted at law, the Vendor may make the following changes:

(a) change the name of the Development;

(b) make minor variations to the location of the Lot as shown in the Plan of Subdivision;

(c) make any change required to the Development and/or Lot required by:

(i) any Approvals or requirements of any Authority;

(ii) practical necessities of construction including but not limited to requirements of good civil construction practice; or

(iii) the unavailability of materials;

(d) amend the Plan of Subdivision in accordance with any Approvals or requirement of any Authority, or any construction issues whatsoever;

(e) alter the area or dimensions of the Site, transfer or dedicate any part of that land, or grant easements, covenants or other encumbrances in accordance with any Approvals or requirements of any Authority (including as road);

(f) alter the number or numbering of lots in the Plan of Subdivision or alter the area, location or permitted use of any Lot in the Development;

(g) cause any service or infrastructure to the Development to provide for bulk supply of services to the Development whether or not this bulk supply would exclude individual suppliers;

(h) construct any services on or under the Site which need not be protected by an easement;

(i) excise any land out of the Site (but not the Lot);

(j) reconfigure or amalgamate any of the Lots (other than the Lot) in the Development;

10.4 No objection

The Purchaser must not object, make a Claim or seek to exercise any Purchaser's Rights because of:

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

(a) any of the matters listed in special condition 10.2 and / or 10.3;

(b) the existence of any:

(i) electrical substation and/or transformer, communications facility or other similar utilities infrastructure on or nearby the Site and easements relating to such infrastructure;

(ii) easements or covenants burdening or benefiting the Site (or any part thereof, including the Lot) including without limitation any easements or covenants required by any Authority (including without limitation any access, light and/or air, right of way or public thoroughfare easements) and easements between the Site and any adjoining land (including without limitation access and services easements);

(c) any boundary of the Development not being fenced or any boundary fence or wall not being on within the boundary;

(d) any works (including retaining walls) affecting the natural surface level of the Property or any land abutting it or any variations or alterations to those works whether or not the particulars of which have been disclosed to the Purchaser; or

(e) the registration of a Memorandum of Common Provisions (over the title for the Lot) that may be required or agreed to by Council (including those listed in the Planning Permit) regulating certain things in respect of the Lot, such as building envelopes, boundary setbacks etc. The Purchaser acknowledges that any draft Memorandum of Common Provisions in the Vendor Statement is a draft only, and is subject to the requirements of Council. The Purchaser will accept the Memorandum of Common Provisions required by Council;

(f) the inclusion of any easement (affecting the Property) on the Plan of Subdivision and / or title if required by Council or an Authority in respect of services for the Development or any other easement on any other Plan of Subdivision and / or title for any lot within the Development or proximate to the Development;

(g) the registration of any agreements pursuant to section 173 of the *Planning and Environment Act 1986* (over the title for the Lot) required by Council, pursuant to the Planning Permit.

11. PLAN OF SUBDIVISION

11.1 Registration of Plan of Subdivision

The Purchaser acknowledges that as on the Day of Sale, the Plan of Subdivision has not been certified or registered as required by the *Subdivision Act 1988* (Vic).

11.2 Amendments to Plan of Subdivision

The Vendor may in the Vendor's absolute discretion make any variations, amendments and alterations to the Plan of Subdivision, which are necessary to obtain the certification or registration of the Plan of Subdivision or which the Vendor, in the Vendor's absolute discretion, considers necessary.

11.3 Disturbances and notifications

The Vendor will:

(a) use reasonable endeavours to minimise disturbance and inconvenience to purchasers who may buy at any stage of Construction; and

(b) notify the Purchaser of any amendment or alteration to the Plan of Subdivision where required under the *Sale of Land Act 1962* (Vic).

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

12.2 Settlement after 3.00 pm

If Settlement takes place on the Settlement Date but, through no fault of the Vendor, at a time later than 3.00 pm:

(a) Settlement will be deemed to have occurred on the next Business Day; and

(b) without limiting the Vendor's rights, the Purchaser must, at Settlement, pay interest under special condition 28.

12.3 Transfer

The Purchaser must deliver the Transfer to the Vendor's Legal Practitioner at least 10 days before the Settlement Date.

12.4 CBD settlement

The Vendor's Legal Practitioner will make arrangements to have Settlement effected in the Melbourne CBD provided the Purchaser pays the Vendor's Legal Practitioner's settlement agent's fees on Settlement.

12.5 Extension of Settlement Date

The Vendor may at any time prior to settlement extend the Settlement Date for any period no longer than one month after the Due Date. The Vendor may give multiple notices provided the aggregate period of the extension is no greater than one month after the original Settlement Date.

13. ENVIRONMENTAL MATTERS

13.1 No representation about environmental matters

The Vendor does not make any representation and does not provide any warranty in relation to:

(a) the use, presence, removal, storage, disposal or escape of any Contaminant on or from the Property or Site or any improvements on any of them;

(b) the Environmental condition of the Property or Site; and

(c) the requirements of any Authority in relation to the use, presence removal, storage, disposal or escape of any Contaminant on or from the Property or Site or any improvements on any of them.

13.2 Vendor not liable

The Purchaser accepts that on and from Settlement, to the full extent permitted by any law, the Vendor is not liable to the Purchaser for:

(a) any Claim for the use, presence, removal, storage, disposal or escape of any Contaminant on or from the Site or any improvements on the Site;

(b) any requirement imposed by any Authority or under any law for the use, presence, removal, storage, disposal or escape of any Contaminant on or from the Site or any improvements on the Site;

(c) any other thing that is contemplated under this special condition 13.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

11.4 Purchaser to accept amendments

Subject to the Purchaser's rights under the *Sale of Land Act 1962* (Vic), the Purchaser must not make any objection, requisition or exercise any Purchaser Rights because of:

(a) any amendment or alteration to the Plan of Subdivision (including staging of the Plan of Subdivision) which does not materially and detrimentally affect the Purchaser; or

(b) any alleged mis-description of the Land or deficiency in its area or measurements; or

(c) any re-numbering of Lots on the Plan of Subdivision; or

(d) any alteration or variation of the position of Lots on the Plan of Subdivision; or

(e) any consolidation of Lots on the Plan of Subdivision; or

(f) any inconvenience or disturbance which may occur during the period of subdivision of the Site; or

(g) any loss of amenity at Settlement caused by the incomplete development of the Site; or

(h) any other matter contemplated by this special condition 11,

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

11.5 Acceptance of registration

Subject to the Purchaser's rights under the *Sale of Land Act 1962* (Vic), the Purchaser must accept the Property as ultimately registered even though there may be minor variations or discrepancies between the Property as sold under this Contract and the Property as shown in the registered Plan of Subdivision.

11.6 Final location of easements

The Vendor and the Purchaser agree that section 10(1) of the *Sale of Land Act 1962* (Vic) does not apply to the location of an easement shown on a certified Plan of Subdivision.

11.7 Boundary Pegs

The Vendor confirms that immediately prior to Council issuing a statement of compliance for the Plan of Subdivision, all of the boundary pegs will be or have been properly pegged by its surveyor on the Lot. The Vendor accepts no responsibility for the re-pegging of the Lot and the Purchaser shall not seek or require the Vendor to procure such re-pegging of the Lot.

12. SETTLEMENT ARRANGEMENTS - CERTIFICATE OF TITLE, TRANSFER

12.1 Certificate of Title

If, at Settlement, the certificate of title for the Property:

(a) has not been issued; or

(b) is not made available by the Registrar of Titles,

then the Purchaser must accept an order to the Registrar of Titles endorsed on the instrument of transfer directing the Registrar of Titles to issue the certificate of title for the Property to the Purchaser or as the Purchaser directs.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

14. CAVEATS

14.1 No Caveat

The Purchaser must not lodge (nor have lodged on behalf of the Purchaser) nor allow any person claiming an interest through the Purchaser to lodge any caveat in relation to the Property or the parent titles of the Site.

14.2 Indemnity

The Purchaser indemnifies the Vendor against all Claims, damages, losses, liabilities or proceedings of any nature arising from the Purchaser's breach of this special condition 14.

14.3 Claim

This special condition 14 is an essential term of this Contract and a breach of this special condition by the Purchaser will entitle the Vendor to make a claim for damages against the Purchaser which the Purchaser must pay to the Vendor on demand as the damages suffered by the vendor up to the date of which the caveat is withdrawn.

15. OUTGOINGS

15.1 Adjustment of Outgoings

General condition 15 is to be read subject to this special condition 15.1:

(a) Outgoings in respect of the Property shall be the liability of the Vendor up to the Adjustment Date and thereafter are the Purchaser's liability and shall be apportioned between the Vendor and the Purchaser accordingly;

(b) If the Property is not separately rated, taxed or assessed at Settlement, then the Outgoings are to be apportioned between the Vendor and the Purchaser on the basis that the Purchaser is liable for the proportion of Outgoings equal to the proportion which the area for the Property bears to the total area of all the lots in the Plan of Subdivision, or such other fair and reasonable basis as the Vendor may nominate;

(c) The Purchaser must apportion all Outgoings at Settlement on the basis that each Outgoing has been paid by the Vendor even if that is not the case.

(d) The Vendor will pay any Outgoings payable by the due date for payment whether that occurs before or after Settlement. The Purchaser must not delay Settlement on the grounds that there are Outgoings unpaid at Settlement;

(e) Despite that on a single holding basis, no land tax may be assessable for the Property because the Property may not be separately rated at Settlement, the parties agree that for the purpose of this special condition, the adjustment of land tax is based on the relevant assessment of land tax as at 31 December of the year preceding the Settlement Date which includes all the titles that comprise the Property (Land Tax Assessment) and land tax will be adjusted:

(i) based on the proportional land tax stated on the Land Tax Assessment; and

(ii) between the Vendor and the Purchaser on the basis that the amount to be apportioned between them is calculated in accordance with special condition 15.1(a);

(f) The Vendor will pay for any fees in relation to the connection of electricity, water and gas services to the property which will not be adjusted as part of an Outgoing.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

15.2 Supplementary Outgoings

If any supplementary rates or Outgoings are assessed, levied or charged against the Property in or after the rating year in which Settlement is completed, the Purchaser is solely responsible and liable for the payment of that supplementary amount.

16. POST SETTLEMENT ACTIVITIES

16.1 Dealing with the Development

The Purchaser acknowledges that after Settlement:

(a) the Vendor or the agents appointed by the Vendor may conduct sales or marketing activities for unsold lots in the Development;

(b) there may be continuing surveying, engineering and construction works carried out by contractors engaged by the Vendor or Developer in the Development;

(c) the contractors engaged by the Vendor or the Developer, may be required to carry out rectification or repair works in the Property.

16.2 Access and Services

The Purchaser acknowledges that they are prohibited from blocking access to services located on the Property (eg. manhole access to sewer and water infrastructure). In the event that the access to services is blocked by the Purchaser (its servants or agents):

(a) the Vendor can give notice to the Purchaser requiring the Purchaser to rectify the situation within 5 days; and

(b) if not rectified within that 5 day period, the Vendor or the Developer (its servants and agents) are entitled to access the Property to rectify the situation and are authorised to do all acts (including damaging or removing property).

If the Vendor exercises its right to access the Property, the Purchaser indemnifies the Vendor or the Developer against all expenses, losses, damages and costs (on a solicitor and own client basis) that the Vendor may sustain or incur as a result, whether directly or indirectly, of any breach of this special condition by the Purchaser (its agents or servants), and the Purchaser releases the Vendor with respect to any damage to or removal of property.

16.3 Purchaser's obligations

The Purchaser must:

(a) not make any Claim, objection or requisition against the Vendor because of any of the activities described in special condition 16.1;

(b) allow any contractors engaged by the Vendor or the Developer, reasonable access to the Property to carry out the rectification or repair works in the Property.

16.4 Non Merger

This special condition 16 will not merge at Settlement.

17. TELECOMMUNICATION FACILITIES

The Purchaser acknowledges and agrees that all agreements for the supply of telecommunications to the Development have not been completed. The Purchaser

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

acknowledges that the supplier may have specific construction requirements and the Purchaser shall deal or their builder shall deal with the supplier when constructing a dwelling on the Land.

18. LIVING DESIGN PRINCIPLES

18.1 The Purchaser acknowledges the Living Design Principles which set out the Vendor's requirements in relation to the design and construction of a house, fencing, and landscaping on the Land and the Purchaser's ongoing use and enjoyment thereof. The Purchaser agrees to comply with the Living Design Principles, and particularly the Acceptable Solutions and Legal Obligations prescribed therein.

18.2 The Purchaser further acknowledges that there are specific requirements in the Living Design Principles for Lots 417, 419, 422 and 443.

18.3 If the Property being sold is or includes Lots 417, 419, 422 and 443 (inclusive) then the parties agree that notwithstanding the terms of the Living Design Principles the house to be constructed on the Property must be a double storey house.

19. ACKNOWLEDGEMENTS BY PURCHASER

19.1 The Purchaser acknowledges that the Vendor may open or has opened a housing display village in the Development ('the Display Village'). The Purchaser shall raise no objection to the operation, advertising and marketing of the Display Village for the term of its permit and any extension thereto, as approved by the Council.

19.2 The Purchaser acknowledges that the Vendor, other purchasers in the Development or other unrelated parties may seek to develop detached housing, medium density or dual occupancy housing developments in the Development and any land adjoining the Development. The Vendor may, in so far as it has the ability to do so, approve the development to ensure it is consistent with the quality of housing in the Development. The Purchaser shall not:

(a) object, make submissions, make claims or complain to the Council in relation to an application for detached housing, medium density or dual occupancy developments;

(b) make any objection or appeal any decision or cause or encourage any other person to make any objection or appeal to decisions in respect of the application for detached housing, medium density or dual occupancy developments.

19.3 The Purchaser acknowledges that the Vendor or other purchasers in the Development may seek to develop a childcare centre, a commercial centre and / or a retail centre ('the Non-Residential Uses'). The Purchaser shall not:

(a) object, make submissions, make claims or complain to the Council in relation to an application/s for the Non-Residential Uses in the Development;

(b) make any objection or appeal any decision or cause or encourage any other person to make any objection or appeal to decisions in respect of the application/s for the Non-Residential Uses in the Development.

19.4 The Purchaser acknowledges that:

(a) at the Settlement Date, the construction of works forming parts of the Development may not be completed;

(b) the Vendor may permit any person to continue to carry out those construction works after the Settlement Date; and

(c) the Purchaser:

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

(i) must not object either to those construction works or to the dust and noise and other discomforts which might arise from them; and

(ii) must not object or institute or prosecute any action or proceedings for injunctions or damages arising out of or consequent upon those construction works or the dust and noise and other discomforts which might arise from them.

19.5 The Purchaser acknowledges that the Vendor or the Developer, its agent or contractors, may require access to the Property following settlement in connection with construction of improvements on an adjoining Lot. If the Vendor exercises its rights under this special condition, special condition 19.4 shall apply as if set out here in full, and the Vendor agrees to reinstate any items located on the property to a standard equivalent to that before access is permitted.

19.6 The Purchaser acknowledges that at the Day of Sale the Vendor may not be the registered proprietor of the Site. The Vendor discloses that it has entered into a contract for the purchase of the Site, and will be, or entitled to be the registered proprietor at the Settlement Date. Details of the Vendor's rights are included in the Vendor's Statement.

20. ACCESS

20.1 In the event the Purchaser enters upon the Land for any purposes, the following provisions shall apply:

(a) the Purchaser (including but not limited to its servants, invitees, contractors, consultants and agents ('Purchaser's Associates')) shall enter on and use the Land at the Purchaser's own risk;

(b) the Purchaser is liable for and indemnifies the Vendor against any liability, loss, claim (including relating to injury or death), damages, costs and expenses arising from or incurred in connection with the Purchaser or the Purchaser's Associates' entry onto or use of the Land.

(c) the Purchaser releases the Vendor from and agrees that the Vendor is not liable for any liability, loss, claim (including relating to injury or death), damages, costs and expenses arising from or incurred in connection with the Purchaser or the Purchaser's Associates' onto or use of the Land.

21. SALES AGENT

21.1 The Purchaser acknowledges that the Vendor in engaging real estate agents and their appointed salespersons in relation to sale of the Land has given such agents strictly limited authority. Such agents:

(a) have authority to negotiate contracts on behalf of the Vendor but no authority to contractually bind the Vendor; and

(b) have authority to make representations as to the asking price for the Land and to pass on to prospective Purchasers and written representations (including plans) provided to the said agents by the Vendor for that purpose but have no authority to make any other representations in relation to the Land.

22. MAINTENANCE AND USE OF LOT

22.1 Both before and after settlement, the Purchaser will not nor permit the Purchaser's Associates to:-

(a) place any rubbish (including site excavations) or building materials; or

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

(b) park or stand any vehicle or machinery;

on any adjoining land, pathway or footpath; or

(c) block access to services located on the Land (eg. Manhole access to sewer and water infrastructure).

22.2 Both before and after settlement the Purchaser must, and will procure the Purchaser's Associates to, ensure that during the construction of a house on the Land:

(a) every boundary (including the street frontage) is secured by a safety fence, and any gates are locked during any non-construction periods; and

(b) any rubbish (including site excavations) or building material is placed in storage cages or bins within the Land.

22.3 In the event that the Purchaser or the Purchaser's Associates breach special condition 22:

(a) the Vendor can give notice to the Purchaser requiring the Purchaser to rectify the situation within 5 days; and

(b) if not rectified within that 5 day period, the Vendor (its servants or agents) are entitled to access the Land to rectify the situation and are authorised to do all acts (including damaging or removing property).

22.4 If the Vendor exercises its right to access the Land, the Purchaser indemnifies the Vendor against all expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against the Vendor) that the Vendor may sustain or incur as a result, whether directly or indirectly, of any breach of this special condition by the Purchaser (its servants or agents), and the Purchaser releases the Vendor with the respect to any damage to or removal of property.

23. RESTRICTION ON RE-SALE

The Purchaser must not prior to Settlement sell, offer to sell or enter into a contract of sale to sell the Property or any part of it without the prior written consent of the Vendor (which consent can, in the Vendor's absolute discretion, be withheld or given subject to conditions).

24. GST AND MARGIN SCHEME

24.1 Margin scheme

To the extent that the margin scheme under Division 75 of the *GST Act* may be applied, the Purchaser and Vendor agree that the Vendor will use the margin scheme in calculating the GST payable by the Vendor on the sale of the Property under this Contract.

25. NOMINATION

25.1 Nomination of additional or substitute Purchaser

The Purchaser may, no later than 7 days after the date on which the Vendor's Legal Representatives gives written notification to the Purchaser and/or the Purchaser's Legal Representative that the Plan of Subdivision has been lodged for registration, nominate a substitute or additional transferee to take the transfer of the Property at Settlement by delivering to the Vendor's Legal Practitioner:

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

(a) a Nomination Form duly completed and executed by the Purchaser and its nominee transferee;

(b) a copy of the duly signed nominee statutory declaration required by the State Revenue Office;

(c) if the nominee is a corporation to which General Condition 20 applies, a guarantee and indemnity in the form attached to this Contract as ***Annexure 1*** but includes changes as necessary by reason of the nomination;

(d) a statement signed by the Purchaser and the nominee that the nominee is not obliged by the *Foreign Acquisitions and Takeovers Act 1975* (Cth) to furnish notice to the Treasurer to acquire an interest in the Property;

(e) a written acknowledgement from any guarantors that the nomination of the nominee does not vitiate the guarantors' obligations under the Guarantee and Indemnity;

(f) the nominee's contact details,

('Nomination Documents').

25.2 Time of Nomination

(a) If the Purchaser does not give the Nomination Documents to the Vendor's Legal Representatives within the time specified in special condition 25.1, the Vendor will not be required to transfer the Property to the Purchaser's nominee transferee at Settlement.

(b) Nomination Documents submitted in breach after time specified in special condition 25.1 may be accepted at the Vendor's discretion, subject to:

(i) the Purchaser paying the Vendor's legal costs in the sum of $495.00 (inc GST) in respect of the Vendor's Legal Practitioner advising the Vendor on compliance with the nomination provisions of this Contract of Sale and costs incurred as a result of having to amend documents;

(ii) written confirmation from the Nominee that it will complete Settlement on the Settlement Date.

The Purchaser and the Purchaser's guarantor (if any) remain personally liable for the due performance of all of the purchaser's obligations under this Contract even if the Purchaser nominates a substitute or additional transferee.

26. CORPORATE PURCHASER

If the Purchaser or any nominee transferee of the Purchaser is or includes a company that is not a public company, a subsidiary or wholly owned subsidiary of a public company listed on the Australian Stock Exchange, then the Purchaser must procure the execution of the Guarantee and Indemnity by all the directors and shareholders of that company on the Day of Sale.

27. PURCHASER'S DEFAULT

27.1 Vendor's Rights

If the Purchaser breaches any term of this Contract, after having been given notice by the Vendor specifying the default requiring rectification of the default within 10 Business Days, and the default remaining unrectified after expiry of such notice period, then the Vendor may, at its election:

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

(a) terminate this Contract, keep the Deposit and sue the Purchaser for damages;

(b) sue the Purchaser for damages, specific performance or any other equitable remedy; and/or

(c) exercise any other legal right (under this Contract, at law or in equity) the Vendor has because the Purchaser breached this Contract.

27.2 Purchaser's capacity

If the Purchaser:

(a) is a natural person (or for more than one, any one of them) and:

(i) dies;

(ii) becomes intellectually, physically or psychologically disabled so as, in the reasonable opinion of the Vendor, likely to be unable to complete this Contract on time; or

(iii) becomes 'insolvent under administration' as that term is defined in the *Corporations Act*;

(b) is a body corporate (or for more than one, any one of them) and:

(i) an application is made to a court for an order, or an order is made, for it to be wound up or is places into liquidation of any kind (whether voluntarily or not); or

(ii) any action is taken to appoint an external administrator in respect of it, or an external administrator is appointed (whether voluntarily or not); or

(iii) any proposal is made to take advantage of any law for the relief of debtors in adverse financial circumstances;

then the Vendor may, at its election, terminate this Contract. If this Contract is terminated under special condition 27.2(a)(i) or (ii) all money paid by the Purchaser will be refunded (and any Bank Guarantee held under special condition 8 returned) and no party will have any further claim against the other. If this Contract is terminated under special condition 27.2(a)(iii) or 27.2(b), then the Vendor is entitled to the Deposit absolutely (and can call on any Bank Guarantee).

27.3 Resale of Lot

If the Vendor terminates this Contract under special condition 27.1, 27.2(a)(iii) or 27.2(b) then, without notice to the Purchaser, the Vendor may re sell the Lot as it sees fit. If the Vendor re sells the Lot then:

(a) the Vendor may enter into, vary or cancel any contract of sale and use any manner of sale it so desires; and

(b) the Purchaser must pay any deficiency in price on re sale and the Vendor's costs and expenses of re possessing the Lot, the terminated sale to the Purchaser, the re sale (including sales commission and marketing expenses), the Vendor attempts to re sell and the Outgoings that would have been payable by the Purchaser if this Contract had settled.

Amounts payable under this special condition 27.3 may be recovered as liquidated damages. Any profit on a re sale belongs to the Vendor absolutely.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

27.4 Costs

The Vendor is entitled to damages for any loss which it suffers as a result of the Purchaser's default, plus legal costs on a full indemnity basis incurred by the Vendor in exercising its rights under this special condition 27.

28. SETTLEMENT EXTENSIONS AND INTEREST

28.1 Interest payable

Without affecting any other rights, the Purchaser must pay interest if:

(a) it does not pay an amount due under this Contract when it is due; or

(b) the Vendor agrees to give an extension of the Settlement Date.

28.2 Calculation of interest

Interest under special condition 28.1 is:

(a) payable at the interest rate calculated under General Condition 26;

(b) calculated on the unpaid amount;

(c) payable from the day after the due date to the date the payment is made;

(d) capitalised on the first of each month while unpaid; and

(e) to be paid on Settlement, unless this Contract is terminated by the Vendor in which case the interest is payable on demand.

28.3 Extension of Settlement

(a) Should the Purchaser seek an extension of the Settlement Date and the Vendor grants the extension, then the parties agree that the Purchaser must pay an administration fee (at Settlement) of $200.00 plus GST to the Vendor's Legal Practitioner.

(b) If the Settlement Date is scheduled to occur before 31 December and the Purchaser requests an extension of the Settlement Date to a date after 31 December, the Purchaser acknowledges and agrees that it will pay and bear all of the land tax assessed, charged and levied on the Vendor for the full year. The Vendor will estimate the land tax liability prior to Settlement and the Purchaser shall pay that sum to the trust account of the Vendor's Legal Practitioner to be held in trust and used to pay the land tax liability once assessed. Any surplus shall be refunded to the Purchaser.

28.4 Vendor's discretion

Notwithstanding special conditions 28.1 and 28.3, the Vendor reserves its rights to consider extension requests at its absolute discretion.

29. FIRB APPROVAL

29.1 Purchaser's status

The Purchaser represents and warrants to the Vendor that either:

(a) the Purchaser's purchase of the Property is not a notifiable action; or

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

(b) the Purchaser has received no objection notification;

under the *Foreign Acquisition and Takeovers Act 1975.*

29.2 Purchaser's indemnity

The Purchaser indemnifies the Vendor against any claim, loss, action or demand that may arise as a result of the Purchaser's representation and warranty in special condition 29.1 being incorrect or inaccurate. The Purchaser acknowledges and agrees that the indemnity in special condition 29.2 shall not merge on completion of this Contract.

30. PRIVACY

30.1 Privacy Policy

The Vendor's Privacy Policy is to comply fully with the National Privacy Principles for the fair handling of personal information as set out in the *Privacy Act 1988* (as amended). The Vendor's privacy policy can be viewed at www.nevpask.com.au.

30.2 Purchaser's access

The Vendor will provide to the Purchaser on request, access to the Purchaser's personal information. More information on how the Vendor manages the personal information it holds is available from the Vendor whose contact details are shown in the Particulars of Sale.

30.3 Personal information

The Vendor uses the Purchaser's personal information for the purpose of providing the Vendor's products and services to the Purchaser, improving and marketing the Vendor's products and services generally. The Vendor may use the information to make further contact with the Purchaser for the purpose of providing information on the Vendor's range of products and services.

30.4 Disclosure

The Vendor may disclose the Purchaser's personal information as may be required to the Vendor's consultants, related companies, contractors, financiers, credit providers, insurers, marketing agents, sales agents, rental agents and staff and to any authority charged with the responsibility of recording transactions. The Vendor may disclose the Purchaser's contact details to other Purchasers (or their solicitors) in the Development who may become adjoining or nearby owners of the Purchaser (following settlement of the respective contracts) for various purposes such as delivery of notices.

30.5 Purchaser's consent

The Purchaser consents to the Vendor using the Purchaser's information in the Vendor's absolute discretion, for the purposes, uses and disclosures described above, or in the Vendor's opinion related to them, and acknowledges that in providing consent to the disclosure and use of the Purchaser's personal information, that such information may be utilised for any other authorised purpose under Part IIIA of the *Privacy Act 1988* (as amended).

31. VENDOR'S MORTGAGE

The Purchaser acknowledges and agrees that the Vendor may at any time after the Day of Sale, mortgage, charge or otherwise encumber:

(a) the Property, the Site or any part of them; or

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

(b) the Vendor's rights and interests in this Contract,

without requiring the consent of the Purchaser.

32. RELEASE OF SECURITY INTEREST

(a) Special condition 32 applies if any part of the Property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies. Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in Special condition 32 unless the context requires otherwise.

(b) If a Security Interest in respect of any part of the Property is registered in the Personal Property Securities Register, the Vendor must ensure that at or before Settlement, the Purchaser receives a release from the secured party releasing the property that is subject to the Security Interest from that Security Interest.

(c) The Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property that is required by the *Personal Property Securities Regulations 2009* (Cth) to be described in a registration by a serial number and is not described by a serial number in the Property Securities Register.

(d) If the Purchaser receives a release under special condition 32(b), the Purchaser must provide the Vendor with a copy of the release at or as soon as practicable after Settlement.

(e) The Purchaser must not grant a Security Interest over any part of the Property prior to Settlement. The Purchaser indemnifies and keeps the Vendor indemnified against all Claims, damages or loss incurred by the Vendor as a result of the Purchaser's breach of this special condition 32(e).

33. ELECTRONIC CONVEYANCING

33.1 Definitions

In this special condition:

E-Conveyancing Variations means variations effected to the General Conditions to permit an Electronic Settlement to take place;

Election Date means the date (if applicable), prior to settlement, where the Vendor elects to effect an Electronic Settlement;

Electronic Settlement means the use of an Electronic Lodgement Network within the meaning of the ECNL operated by an ELNO to achieve a settlement of a conveyancing transaction;

ECNL means the Electronic Conveyancing National Law Victoria;

ELNO means Electronic Lodgement Network Operation in accordance with the meaning of the ECNL;

Settlement Parties means the Purchaser, Vendor, associated financiers and any other associated parties that are required to effect settlement.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

33.2 Purchaser's Obligations

If, prior to Settlement, the Vendor chooses to complete an Electronic Settlement, the Purchaser agrees that it will act in good faith to do all things necessary to give effect to an Electronic Settlement including:

(a) subject to special condition 33.3, making any necessary variations to this Contract to allow an Electronic Settlement to take place;

(b) causing all relevant documents to be signed and compelling the Settlement Parties to do so;

(c) reimbursing the Vendor at settlement any fee charged by the ELNO to effect an Electronic Settlement; and

(d) ensuring that any requirements of the ECNL and ELNO are complied with and compelling any other Settlement Parties to do so.

33.3 Variations from Election Date

The Vendor and Purchaser agree that if an Election Date occurs the variations required to this Contract as outlined by special condition 33.2(a) will be:

(a) as at the Election Date, the Variations of the E-Conveyancing in their proposed form; and

(b) any further variations reasonably required by the Vendor to effect an Electronic Settlement.

34. CONTRACTS IN DEVELOPMENT MAY NOT BE IDENTICAL

(a) The Vendor does not warrant that all contracts relating to all lots in the Development will contain similar terms and conditions to this Contract.

(b) The Purchaser acknowledges that:

(i) there may be some terms and conditions in this Contract that are not included in contracts for other lots in the Development and vice versa;

(ii) the Vendor may choose not to enforce any covenant, restriction, term or condition in all lots sold in the Development equally or at all.

(c) The Purchaser agrees the Vendor will not be liable to the Purchaser for any of the matters set out in special condition 34(b) including:

(i) any difference between this Contract and any other contract for the sale of a lot in the Development;

(ii) for enforcing or not enforcing some or all of its rights under contracts for the sale of lots in the Development;

and the Purchaser will not exercise any Purchaser Rights in respect of these matters.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

35. NOVATION

35.1 Vendor may novate

The Purchaser:

(a) acknowledges and agrees that the Vendor may, at any time after the Day of Sale and prior to Settlement, and without requiring any consent or approval of the Purchaser:

(i) transfer the Property, the Site or any part of them; and

(ii) novate the Vendor's rights and obligations under this Contract (including the benefit of the Guarantee and Indemnity),

to a New Vendor, provided that the New Vendor enters into a Deed of Novation under which the New Vendor assumes the obligations and rights of the Vendor under this Contract from the date of the transfer or novation; and

(b) unconditionally and irrevocably consents to and authorises any such transfer and novation effected in accordance with special condition 35.1(a).

35.2 Written notification

If the Vendor exercises its rights under special condition 35.1(a), the Vendor must give written notice to the Purchaser informing the Purchaser that the Vendor is or has transferred the Property, the Site or any part of them or novated the Vendor's rights and obligations under this Contract (as the case may be) to a New Vendor.

35.3 Form and effect of delivery

Upon receiving the written notice from the Vendor and upon the Vendor exercising its rights under special condition 35.1(a):

(a) the Vendor must deliver the Deed of Novation duly executed by the Vendor and the New Vendor to the Purchaser;

(b) the Purchaser acknowledges that, with effect from delivery of the Deed of Novation, the New Vendor will be entitled to exercise the rights of the Vendor under this Contract;

(c) the Purchaser must, if requested to do so by the Vendor, promptly sign any acknowledgement or other documents required by the Vendor or the New Vendor to give effect to the transfer or novation (as the case may be); and

(d) the Purchaser must within 30 days of being requested to do so but only if the Purchaser has provided a Bank Guarantee under special condition 8 provide a replacement bank guarantee in favour of the New Vendor's legal practitioner.

35.4 Costs

The Vendor will pay for the Purchaser's reasonable cost in relation to:

(a) reviewing any documents that the Purchaser is required by the Vendor or the New Vendor to sign to give effect to the transfer or novation (as the case may be); and

(b) providing a replacement bank guarantee in favour of the New Vendor's legal practitioner under special condition 35.3(d).

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

35.5 Failure to comply with obligations

Any failure by the Purchaser to comply with any of the Purchaser's obligations under special condition 35.3 does not affect the validity of any rights exercised by the Vendor or the New Vendor under this special condition 35.

35.6 No claim, objection or regulation

Provided the Vendor complies with special conditions 35.2 and 35.3(a), the Purchaser must not make any Claim, objection or requisition against the Vendor because of any of the matters arising out of this special condition 35.

36. AUSTRALIAN CONSUMER LAW

36.1 Contract not a standard form of contract

The Vendor and Purchaser agree that this Contract is not a standard form contract within the meaning of the Australian Consumer Law established under the *Competition and Consumer Act 2010* (Cth) or its regulations.

36.2 Purchaser's acknowledgments

The Purchaser acknowledges and agrees that:

(a) before signing this Contract, the Purchaser has:

(i) received, or has had the opportunity to receive, independent advice considered relevant to the Purchaser, including legal advice; and

(ii) negotiated, or has had the opportunity to negotiate, the terms of this Contract; and

(b) the rights given to the Vendor under this Contract are reasonably necessary to protect the legitimate interests of the Vendor.

37. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

37.1 This special condition 37 does not apply if:

(a) the sale is an excluded transaction within the meaning of s14-215 of Schedule 1 to the *Taxation Administration Act 1953* (Cth); or

(b) a Clearance Certificate in respect of the Vendor is attached to this Contract.

37.2 The Vendor may provide a Clearance Certificate, or a Variation Notice, to the Purchaser at any time before Settlement.

37.3 If the Vendor has not provided a Clearance Certificate to the Purchaser prior to Settlement:

(a) the Purchaser may withhold an amount equal to 10%, or such lower percentage or amount specified in a Variation Notice provided by the Vendor, of the Purchase Price and that withholding will constitute a full discharge of the Purchaser's obligation to pay the price to the extent of that withholding; and

(b) the Purchaser must, on or before Settlement, pay any amount withheld by it in accordance with special condition 37.3(a) to the Commissioner of Taxation and provide the Vendor with evidence of that payment having been made.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

38. PURCHASER'S INDEMNITY

The Purchaser indemnifies the Vendor against:

(a) any Claim (including any legal costs on a solicitor and own client basis) which the Vendor may suffer, sustain or incur in respect of any default by the Purchaser under this Contract; and

(b) all duties, fees, taxes and charges which are payable by the Purchaser under this Contract or any payment, receipt or other transaction contemplated by this Contract.

39. GAIC

39.1 Included in the Vendor Statement is a GAIC Certificate issued in accordance with Part 9B of the *Planning and Environment Act 1987* (Cth).

39.2 Notwithstanding that the GAIC Certificate may disclose a liability, the Vendor agrees that at or prior to the Settlement, and as a condition of the settlement, it shall ensure that the Lot is free from any GAIC liability.

40. DIVIDING FENCE

40.1 The Purchaser and the Vendor hereby agree on a contribution amount of one dollar ($1.00) being the Vendor's share of its contribution towards a dividing boundary fence along the boundary of the Lot and any such adjoining land owned by the Vendor, which will be payable 14 days after the Purchaser gives written notice of completion of the boundary fence and provided that the Vendor is the owner of the adjoining land at the time the boundary fence is constructed.

40.2 Without limiting special condition 40.1, the Vendor reserves the right in its absolute discretion to:

(a) fence along the boundary of the Lot and any adjoining land; and

(b) choose the style of fencing without consulting the Purchaser.

40.3 The Purchaser acknowledges that it buys subject to this special condition 40 and will not make any Claim or exercise any Purchaser Rights in respect of any matter referred to in this special condition.

41. COUNTERPARTS, FACSIMILE AND ELECTRONIC TRANSMISSION

41.1 This Contract may be executed in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

41.2 This Contract may be executed by one or more of the parties executing a counterpart, which may be a facsimile or electronic transmission copy of the Contract, and transmitting that executed counterpart by facsimile or electronic transmission to the party or parties, which upon either the sender's transmission record indicating that the same was duly received without error, or the receipt by the other party or by one of the other parties of the executed Contract by the sender, will be taken as conclusive evidence of the execution of the Contract by that party.

41.3 The parties agree to be bound by this Contract being executed in counterparts in accordance with this special condition.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

42. NOTICES

42.1 A notice required under this Contract may be given by a party, its legal practitioner or conveyancer and must be written in English.

42.2 Notices may be given by:

(a) delivering or posting to the other party, its legal practitioner or conveyancer; or

(b) sending to the facsimile number or email address of the other party, its legal practitioner or conveyancer stated in the Particulars of Sale or another facsimile number or email address specified in a notice given by the recipient to the sender.

[Note: Whilst notices under this Contract may be sent by email they are not 'given' until they are capable of being retrieved by the addressee at the nominated email address in accordance with Section 13A of the *Electronic Transactions (Victoria) Act 2000*

42.3 Posted notices will be treated as given 3 Business Days after posting.

42.4 Notices sent by facsimile will be treated as given when the sender obtains a clear transmission report.

42.5 Notices given after 5pm will be treated as given on the next Business Day.

43. MISCELLANEOUS

43.1 Liability of parties

If there is more than one purchaser, the agreements, conditions and obligations of the Purchaser under this Contract shall bind each of them severally and all of them jointly.

43.2 Non merger

No provision of this Contract which is capable of surviving Settlement merges on or by virtue of Settlement.

43.3 Time of the essence

The Purchaser agrees time remains of the essence of this Contract pursuant to general condition 16.1 despite any extension of time (express or implied) granted by the Vendor.

43.4 Severance

(a) If a provision of this Contract is void or voidable, unenforceable or illegal but would not be void, voidable or unenforceable or illegal if it were read down and is capable of being read down, then the provision must be read down.

(b) If, despite being read down, a provision is still void, voidable, unenforceable or illegal and the provision would not be void, voidable, unenforceable or illegal if words were severed, then those words must be severed.

(c) In any other case, the whole provision must be severed.

(d) If any event under this special condition occurs, then the remainder of this Contract continues in full force and effect.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

43.5 Waiver

(a) No waiver by any party of any provision of or right under this Contract will be effective unless it is in writing, signed by the party granting the waiver, and that waiver will be effective only in the specific instance and for the specific purpose for which it was given.

(b) No failure or delay by any party to exercise a right, power or remedy under this Contract will constitute a waiver of that party's right to demand exact compliance with this Contract unless this Contract expressly provides otherwise.

43.6 Rights and indemnities

(a) The rights, remedies and powers of the parties under this Contract are cumulative and not exclusive of any rights, remedies and powers provided to the parties by law, unless this Contract expressly provides otherwise.

(b) The indemnities contained in this Contract are:

(i) continuing, separate and independent obligations of the parties from their other obligations, and survive the termination of this Contract; or

(ii) absolute and unconditional, and unaffected by anything which otherwise might have the effect of prejudicing, releasing, discharging or affecting the liability of the party giving the indemnity.

43.7 Entire agreement

This Contract (including any document contemplated by this Contract to be signed by the parties) is the entire agreement of the parties on the subject matter. The only enforceable obligations and liabilities of the parties in relation to the subject matter are those that arise out of the provisions contained in this Contract. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this Contract.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

ANNEXURE 1

Guarantee and Indemnity

TO: The Vendor described in the annexed Contract (the 'Vendor')

IN CONSIDERATION of the Vendor having agreed, at the request of the person or persons named in the Particulars of Sale – Schedule 1 (the 'Guarantor'), to sell the land described in the annexed Contract (the 'Contract') to the purchaser named in the Contract (the 'Purchaser') the Guarantor guarantees to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable under the Contract and all other moneys that are or may become payable pursuant to the Contract ('the moneys hereby secured') and the due performance and observance by the Purchaser of the covenants conditions and obligations contained or implied in the Contract and on the part of the Purchaser to be performed and observed (the 'Purchaser's obligations'). The Guarantor acknowledges and declares that the Guarantor has read and understands the Contract and has access to a copy of the Contract.

This Guarantee is given upon and subject to the following conditions:-

1. If the Purchaser fails to pay the Vendor as and when due the moneys hereby secured the Guarantor will immediately on demand pay them to the Vendor.

2. If the Purchaser fails to carry out or perform any of the Purchaser's obligations the Guarantor will immediately on demand carry out and perform them.

3. The Guarantor is deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for the Purchaser) for the payment of the moneys hereby secured and in performing the Purchaser's obligations. It will not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys hereby secured or to carry out and perform the Purchaser's obligations.

4. This Guarantee is a continuing guarantee and will not be released by any neglect or forbearance on the part of the Vendor in enforcing the Contract or by any extension of time or other indulgence given to the Purchaser in respect of the Contract.

5. This Guarantee is in addition to and not in substitution for any other guarantee or other security given in favour of the Vendor and will not merge with or be affected by any other guarantee or other security now or in the future given or held in favour of the Vendor in respect of the Contract or the property sold by the Contract.

6. Nothing in this Guarantee imposes an obligation on the Vendor to give notice to the Guarantor of any default by the Purchaser under the Contract or to include in any demand made under the Guarantee particulars of the Vendor's default resulting in that demand.

7. The Guarantor indemnifies the Vendor against all loss, damage, claims, expenses and costs howsoever arising out of the default of the Purchaser in payment of the moneys hereby secured or the performance of the Purchaser's obligations.

8. This Guarantee binds the Guarantor's personal representatives, successors, substitutes and assigns.

9. The Vendor's remedies against the Guarantor shall not be affected if any security held by the Vendor in relation to the Contract or the indebtedness of the Purchaser is void, voidable or unenforceable for any reason.

10. When this Guarantee is executed or intended to be executed by two or more persons:

    10.1 each of those persons is not released from liability if this Guarantee ceases to bind any one or more of them as a continuing security;

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

10.2 if one or more persons has not signed this Guarantee, the other person or persons having executed the Guarantee will not be released from liability but will be bound by it as a continuing security;

10.3 a demand or notice given under this Guarantee if given to any one or more of those persons is deemed to have been given to all of them; and

10.4 the expression 'the Guarantor' includes all of those person jointly and each of them severally.

EXECUTED as a Deed.

Dated the day of 20

SIGNED SEALED AND DELIVERED in the presence of:)

.....
Signature of Guarantor

.....
Signature of Witness

.....
Please print name of Guarantor

.....
Please print name of Witness

SIGNED SEALED AND DELIVERED in the presence of:)

.....
Signature of Guarantor

.....
Signature of Witness

.....
Please print name of Guarantor

.....
Please print name of Witness

SIGNED SEALED AND DELIVERED in the presence of:)

.....
Signature of Guarantor

.....
Signature of Witness

.....
Please print name of Guarantor

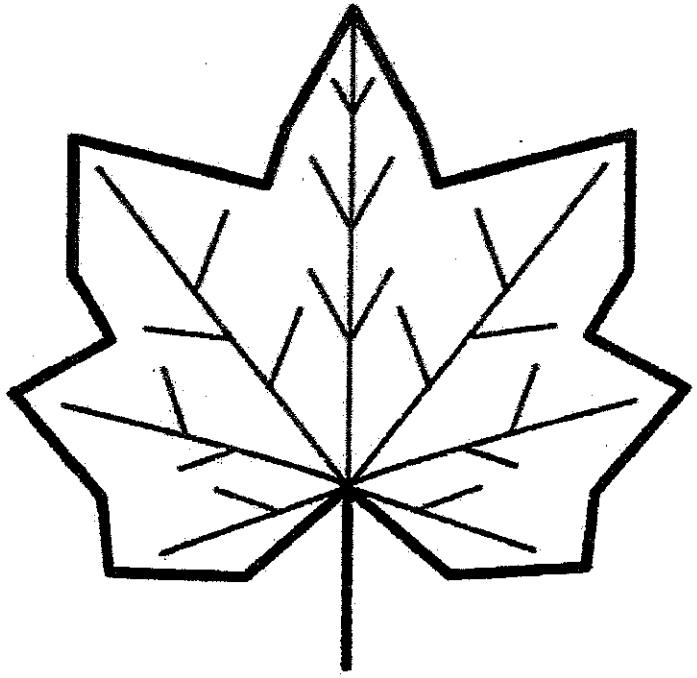
.....
Please print name of Witness

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

ANNEXURE 2

Living Design Principles

The Maples Living Design Principles



THE MAPLES

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

The Maples Living Design Principles

Index

Section		Page
1.	**Overview**	3
	The Living Design Principles	3
	The Approval Process	3
2.	**Quality Standards**	4
3.	**Site Works**	5
4.	**Streetscape and Siting**	6
5.	**Built Form**	7
6.	**Landscaping**	8
7.	**Residential Amenity**	9
8.	**Fencing, Privacy and Public Safety**	10
9.	**Attachments and Services**	11
10.	**Environmental Standards**	12
11.	**Common Queries**	13
12.	**Definitions and Legal Obligations**	14
13.	**The Approval Process**	17
14.	**Designer's Checklist**	18
Appendix A: Guide to Government Incentives		21
Appendix B: Guide to Landscaping Principles		23
Appendix C: Fencing Specifications		25
Appendix D: Schedule & Execution Page		27

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

The Maples Living Design Principles

1. Overview

The Maples is a new residential community providing a range of premium housing allotments at Greenvale.

The Pask Group encourages high standards of development in our residential communities by means of protective covenants and design guidelines. A nearby example can be seen at our Providence Estate in Greenvale.

This approach helps maintain residents' expectations of how the immediate surroundings will look and provides guidance on common issues concerning the interface between properties.

To maintain these standards at The Maples, each house must be constructed in accordance with the **Living Design Principles (LDP).**

The **Design Review Panel (DRP)** will assess each house and lot plan to ensure it complies with the LDP.

The Living Design Principles

All houses must be designed in accordance with the applicable Building and Planning regulations. They must also comply with these Living Design Principles. If a building envelope applies to the lot, it will be included in the Contract of Sale and any house design must comply with it. All relevant information to assist you and your designer in designing your house will be made available through the web portal below:

http://library.themaples.com.au

User Name – themaples
Password – themapleshome

Pask has formulated the LDP to ensure the following outcomes:

- An attractive residential environment in which houses express individuality and harmonious built form at a compatible scale.
- Interesting streetscapes with houses set in attractive landscaping and not dominated by garages.
- Housing which promotes public safety and a sense of community, consistent with the overall concept of The Maples.
- Environmentally sustainable houses and gardens that are energy efficient, conserve water and minimise waste.
- Housing which achieves all these outcomes by good design, common sense and innovation, not by undue extra expense.
- Built Form - includes the design principles, and clause 5.12 outlines the Lots subject to a double-storey covenant.

The Approval Process

All lots are subject to the normal process of building certification, which your builder can arrange, prior to construction commencing.

Before building certification, house plans and a completed designer checklist must be submitted to the DRP for approval. Refer to clause 13.

The LDP provides design criteria for use by the building designer and also provides useful information for the purchaser and future residents to consider.

We have noted in the Contract of Sale how the LDP are applied. This includes the right of the DRP to apply them, and to grant dispensations or relaxations where a proposal satisfies the objectives but not necessarily the Acceptable Solutions.

What you need to do:

1. Provide full working drawings, a fencing plan, facade colour samples and a landscape plan to the DRP for approval and endorsement.
2. Submit DRP endorsed plans to a building certifier or council for building permit approval.
3. Once you have building certification you can commence construction.

This Living Design Principles document will be invaluable to the building designer or prospective builder for house design and siting. This document should be issued to the building designer or builder as soon as you engage them, and preferably as soon as you start to think about what to build on your property.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

2. Quality Standards

All residents of The Maples can expect:

- A minimum standard of construction
- That the neighbouring houses comply with these standards
- That all houses are constructed within a realistic timeframe and in a clean and tidy manner.

These standards are not intended to limit designing with or using innovative materials.

Streetscapes can look ugly if neighbouring houses have colour schemes that don't work well together. Some simple rules can prevent this from happening and provide a measure of control, predictability and expectation.

The DRP will review the façade treatment of each house to prevent facades that are the same or similar, and colour schemes that don't work well together.

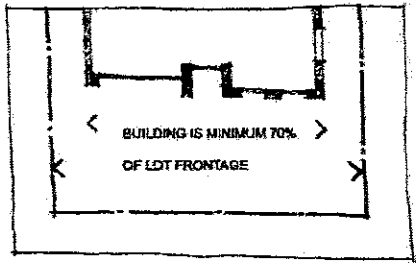


Figure 1: Appropriate scale of house



Figure 2: Limited use of strong colours is permitted

Living Design Principles

1. To ensure the incorporation of materials appropriate to residents' expectations of new housing.
2. To ensure the size of the house is compatible with the size of the lot.
3. To ensure that colours are compatible and do not aesthetically 'scream' at their neighbours.
4. To ensure that similar facades or colour schemes are not seen together.
5. To ensure a sensible construction timetable that minimises disruption to neighbours.



Figure 3: Face brickwork permitted provided it is limited to 50% of any frontage total façade area and combined with other materials such as painted render



Figure 4: Retaining walls (where permitted) and fences must be colour co-ordinated with the building

Acceptable Solutions

2.1 Sub-standard materials are not permitted.

2.2 To ensure a compatible scale, the width of a house facing the street should be at least 70% of the width of the principal frontage *(Figure 1)*.

2.3 Strong colours are not preferred but may be used to highlight features if the colour covers less than 25% of the area of any external façade *(Figure 2)*.

2.4 Face brickwork of approved colours is permitted up to a maximum of 50% of the area of the front facade (excluding windows, front door and garage door), provided it is combined with other materials such as painted cement render *(Figure 3)*.

2.5 Cream coloured render is prohibited.

2.6 Fascia boards, trim and exposed metalwork must be colour coordinated with the balance of the building.

2.7 Unpainted or galvanised metalwork and highly reflective glazing treatments are not permitted. Galvanised steel and similar reflective roofs are not permitted.

2.8 If visible from the street, storage facilities and retaining walls must be colour coordinated with the building and not painted in strong colours *(Figure 4)*.

2.9 Façade designs and colour schemes which are seen together must be substantially different from each other. The DRP may prohibit, in its absolute discretion, any architectural style, including heritage designs, which it deems to detract from the streetscape.

2.10 Construction of your dwelling must start within twenty four (24) months of the title registration. Construction must be completed within twelve (12) months, with any break in construction not more than three (3) months in total.

2.11 You must promptly rectify any damage to the authority assets, other properties or public landscaping you or your builder causes, especially during construction.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

3. Site Works

Excessive site works can impact on the quality of the streetscape and can cause problems on side and rear boundaries.

It is in everyone's interest to match finished levels as much as possible with natural ground levels.

Excessive site works can also cause drainage problems as existing overland flow paths are forced into new directions, potentially causing flooding of yards or even houses.

In the interests of better design and maintaining amenity, there needs to be reasonable limits on modification of existing site levels and consideration of interference to existing drainage paths.

Supporting a fence on a retaining wall can place extra stress on the retaining wall in high winds and can result in damage to the wall.

We may have constructed retaining walls as part of the streetscape or to make the sites more usable and to standardise the method of construction and materials used. The LDP will be applied to assess further modifications to retaining walls or the need for extra walls.

Criteria has been set for driveway construction to ensure standards and timely completion.

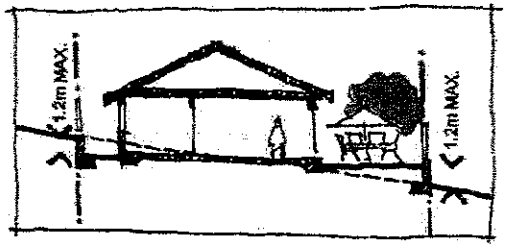
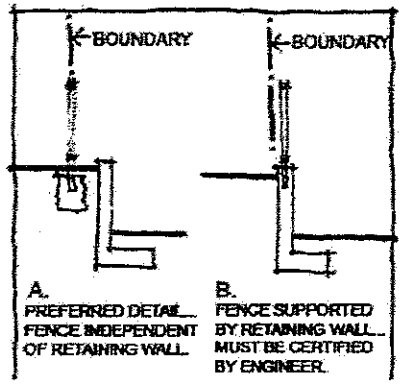


Figure 5: Retaining walls limited to max. 1.2m height

Living Design Principles

1. To ensure that any modifications of the site's levels are to acceptable standards of residential amenity.
2. To monitor site modifications to reduce risk of flooding to properties and site destabilisation.
3. To ensure that site engineering elements do not visually impact on the streetscape.
4. To monitor fencing to reduce the risk of destabilising retaining walls.
5. To ensure that driveways are of a consistent standard and are constructed in conjunction with the house.

Figure 6: Retaining wall details



Acceptable Solutions

3.1 Cut and fill must not be any greater than 1.2 metres above or below natural ground level. Where already benched, levels must remain the same. You should also obtain the approval of Council for these works.

3.2 Retaining walls on boundaries should not exceed 1.2 metres in height above or below natural ground level *(Figure 5)*.

3.3 Fences on top of retaining walls must be no more than 1.95 metres in height.

3.4 Adequate provision must be made to intercept overland flow affected by site works to prevent damage and nuisance to adjoining or downstream properties.

3.5 Provide drains at the foot of each embankment or retaining wall and discharge all surface water to the lot's Legal Point of Discharge (LPD) and not onto adjacent land.

3.6 Landscaping must not undermine the adjoining property or a retaining wall.

3.7 Retaining walls within public view are not encouraged and are generally not permitted if they impact the streetscape. Any such walls must not be constructed of timber, unrendered block work or concrete and must be colour coordinated with the building.

3.8 Timber garden edging is not permitted.

3.9 Where fences are constructed in conjunction with retaining walls they must be either independently supported or the wall must be designed for the addition of a fence structure and certified for stability by a structural engineer *(Figure 6)*.

3.10 Driveways shall be pavers or concrete with exposed aggregate or stamped, stippled or stencilled surfacing of approved colours.

3.11 Driveways must be completed prior to habitation or completion of the building, whichever is the earlier.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

4. Streetscape and Siting

Residents at The Maples are concerned about the liveability and amenity of the street. The front façade of a house is its main contribution to the street. Therefore it is important that house designs are compatible with one another and enhance the streetscape.

Potentially undesirable streetscape issues include:

- The same front setback repeated in every building along the street can produce an unattractive 'gun-barrel' streetscape.
- In some designs, the garage dominates the façade of the house and so provides little visual interest to the street.

Retaining walls within public view must also contribute to the quality of the streetscape.

The visual amenity of the streetscape can also be tarnished by the parking of vehicles such as caravans and boats in public view, and unsightly advertising or signage.

Living Design Principles

1. To downplay the visual dominance of the garage door and its impact on the streetscape.
2. To ensure that the garage is set back far enough from the street to provide sufficient space for visitor between the street and the garage door.
3. To ensure that the houses frame the street to emphasise its width and that fencing does not dominate the streetscape.
4. Retaining walls within public view must be constructed of approved materials.
5. To eliminate disturbance of the streetscape's visual amenity.

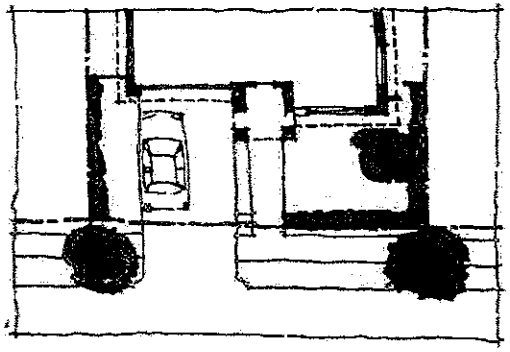


Figure 7: An indicative design for the front setback. A 'translucent' porch is set forward of the bulk of the building. The garage is set behind the main building line to reduce its visual impact. Refer to the contract of sale for the Building Envelope for your lot.

Acceptable Solutions

4.1 Buildings are to be contained within the building envelope nominated in the Memorandum of Common Provisions (MCP).

4.2 For any double fronted lots, with pedestrian access and front door on one street or park frontage (front facade) and vehicular access on the other boundary of the lot (rear facade), any fence, pedestrian gate and landscaping must integrate with both facades. The rear facade, with the vehicular access and letterbox, must appropriately address the street and ensure that the garage and fencing do not dominate the streetscape and are integrated with the rear façade.

4.3 The garage door must be set back in accordance with any building envelope to ensure that a car parked on the driveway can be fully contained within the boundaries of the site and that the garage does not dominate the appearance from the street *(Figure 7)*.

4.4 Boats, caravans, trucks, trailers, tents, bins etc. must be contained within your property to be concealed from public view.

4.5 Prior to or during construction of your building, no signs are permitted on your property other than:
- Statutory notices, including a builder's notice
- Authorised display village signage
- Signs erected by the vendor or their selling agent.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

5. Built Form

Control of the the built form is an important factor in creating an attractive streetscape.

A diversity of built form is encouraged and conversely houses which can be seen together and have the same façade design and or colour schemes are discouraged

Living Design Principles

1. To encourage building designs for detached dwellings that will enhance the streetscape.
2. To encourage house designs which are appropriate to the climate.
3. To discourage repetitious or similar facades and colour schemes where they can be seen together.
4. To ensure proper connectivity to the NBN network.



Figure 8: Translucent elements such as porches and verandas forward of the garage are encouraged.

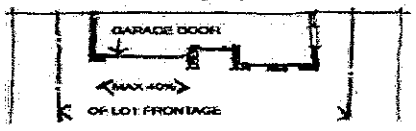


Figure 9: Limitation on garage door width

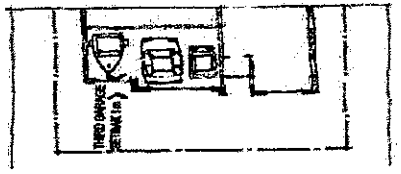


Figure 10: Third garage set back further

Acceptable Solutions

5.1 The front façade must incorporate a combination of at least two of the following components:
- (a) Stepped in plan profile, excluding the garage, of at least 500mm and at least two complementary materials, as listed in subparagraph (c).
- (b) Interesting details and translucent elements such as balconies, porches (with their own roof line), verandahs, pergolas, window margins, sunhoods, blades and screens *(Figure 8)*.
- (c) Three or more distinctly different but complementary wall materials. This may include brick, render, stained timber, stone or steel, a timber look garage door or timber window frames.

5.2 Two houses with the same front façade (as determined by the DRP) shall not be built or approved by the DRP on:
- The same side of the street, next to each other or one lot apart; and
- On the opposite side of the street, the three closest lots.

This requirement does not apply to integrated housing sites.

5.3 The garage opening must not exceed 40% of the width of the frontage *(Figure 9)*. In the case of houses of two or more storeys on lots narrower than 12.5 metres, the garage opening must not exceed 25% of the area of the front façade of the dwelling. Where the design incorporates a triple garage or anything larger, the opening to the third garage space must be set back a further 1 metre. *(Figure 10)*.

5.4 Detached dwellings built on lots 12.5m wide or wider must have a lock up garage wide enough to accommodate at least two vehicles.

5.5 Detached dwellings on lots with a width less than 12.5m may have a single lock-up garage, subject to DRP approval.

5.6 Roof pitches under 22 degrees, excluding verandahs, are permitted subject to DRP approval.

5.7 Low profile roof tiles are recommended.Terracotta roof tiles are not permitted.

5.8 Eaves of a minimum depth of 450mm, excluding gutter and fascia, or other wall and window shading devices, are:
- (a) recommended to all publicly visible facades.
- (b) for single storey homes eaves of at least 450mm must be incorporated for all publicly visible facades

5.9 Items can only encroach into the front setback if translucent'.

5.9 External plumbing is not permitted.

5.10 Dwellings constructed on corner lots must present attractive facades to both street frontages especially at the corner itself. Wrap-around elements, verandahs and feature windows are encouraged. Highlight windows are undesirable, especially on an upper floor. Blank side walls to the side street are not permitted. Refer also to Part 8, *Fencing, Privacy & Public Safety* for corner fencing limitations, and Clause 2.4 for face brick limitations.

5.11 The floor area of a dwelling, excluding the garage and verandah, must be:
- (a) On lots smaller than 500m^2 – 100m^2 or larger
- (b) On lots between 500m^2 and 999m^2 – 160m^2 or larger
- (c) On lots 1000m^2 or larger – 190m^2 or larger.

5.12 The following lots are subject to a double storey covenant: 201, 203, 226, 322, 324, 326, 327, 329, 331, 417, 419, 422, 443

5.13 With the exception of integrated housing sites, only one dwelling per lot is permitted.

5.14 NBN Co's Building Ready Specifications must be complied with to enable connection to the NBN network infrastructure. A failure to comply with NBN Co's Building Ready Specifications will prevent connection to the NBN network infrastructure or will require the Purchaser to incur additional costs in order to connect to the NBN network infrastructure. The NBN Co's Building Ready specifications can be accessed at the following link:
http://www.nbnco.com.au/content/dam/nbnco/documents/preparation-and-installation-guide-for-sdus-and-mdus.pdf

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

6. Landscaping

The most effective element in creating great streetscapes is high quality landscaping.

Landscaping helps soften the appearance of the house, especially when it's new.

To ensure that The Maples maintains its appearance and value, a time limit has been placed on completing front yard landscaping to ensure that it is undertaken as part of the construction process.

Hedging and planting strips can be used todefine the boundaries of the allotment, instead of using fencing.

There are strict limitations on fencing in the front yard. The desired effect is to encourage high quality landscaping as a way of individualising your lot and as a foreground to your building.

We encourage water-sensitive species to minimise the demand for irrigation and to give the landscaping more chance of succeeding during any water restrictions.

To assist you we listed a range of suitable species and can introduce you to inspired landscaping designers, contractors, and suppliers.



Figure 11: The most effective element in a great streetscape is high quality landscaping

Living Design Principles

1. To ensure landscaping softens the appearance of the house and adds to the streetscape.
2. To conserve water.
3. To encourage planting that improves the comfort of the house and yards by providing appropriate sunshine and shade.
4. To ensure that utility services are not affected by the landscaping works and will not be damaged once planting has reached maturity.
5. To ensure that landscaping is completed in a timely manner.



Figure 12: Water-sensitive landscaping minimises demand for irrigation and saves water

Acceptable Solutions

6.1 House designs must incorporate trees, shrubs and or hedges to define the property and adorn the front yard.

6.2 Landscaping should incorporate predominantly water-sensitive species to minimise demand for irrigation. Local plant species are recommended. Preferred plant species are listed in Appendix B.

6.3 Plant species should be selected to provide shade in summer and allow sun penetration in winter.

6.4 Trees should be located to avoid utility services and provide shade from the western sun.

6.5 Landscaping of the front yard and the nature strip must be completed within three months of obtaining the certification of occupation.



Figure 13: Landscaping helps soften the appearance of the house, especially when it's new.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

7. Residential Amenity

Common sense planning can enhance liveability and residential amenity.

Apart from sensible house design there are three attributes which can be optimised by good planning:

- Useable outdoor space
- Privacy
- Optimum solar access

It is important that one house does not overlook or overshadow a neighbour's private outdoor space or windows to habitable rooms.

It is also desirable to get winter sun into living spaces, to provide shade in summer, and to optimise privacy, especially to dedicated private open space areas.

Indoor-outdoor living is an essential component of modern living *(Figures 14 and 15)*.



Figure 14: For optimum solar access and comfort the value space should be orientated to the north and/or west

Living Design Principles

1. To ensure a minimum area of private open space (value space) connected to a principal living space.
2. To ensure that the principal living space and the value space have optimal solar access.

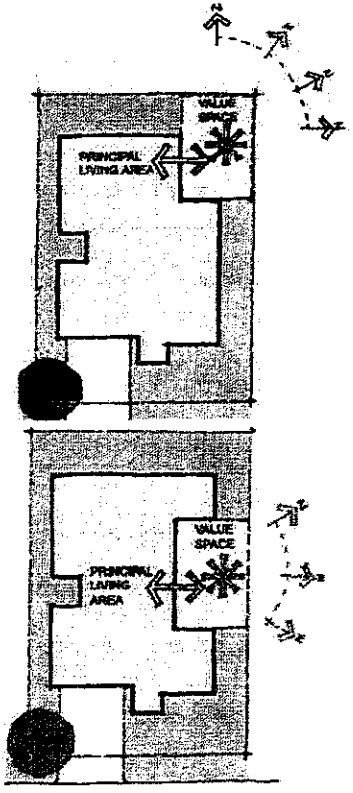


Figure 15: These diagrams show how the value space can be located as part of a yard space or to create a private courtyard according to the orientation of the lot

Acceptable Solutions

7.1 House designs should incorporate a *value space* of a minimum area of 25 m^2 and a minimum dimension of 4 metres located contiguous with a principal living area. The space may be open or covered with a roof or pergola *(Figure 15)*.

7.2 The principal living area and value space should be oriented north and/or west and have windows that allow sunlight to penetrate the room.



Figure 16: Design should incorporate a value space minimum area of 25 square metres and minimum 4 metres wide and may be open or covered with a roof or pergola



Figure 17: The value space should be private and located off the principal living area

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

8. Fencing, Privacy & Public Safety

Fencing defines property boundaries and can provides privacy between lots.

In front of the building alignment, fences can have a negative effect - one bad fence can destroy a whole streetscape.

It is also important that fences do not get in the way of public safety. Houses looking onto public places such as streets, parks and walkways provide informal observation that improves public safety.Low and open front fences balance privacy and public safety and make an open looking streetscape in which any fencing is a minor element.

Translucent fencing is allowed where it should not be a dominant visual element yet is required for securing pets, defining the boundary or providing some degree of informal observation of the street. It should always be accompanied with landscaping such as hedges.



Figure 20: Example of front fencing with landscaping treatment

Living Design Principles

1. To permit securing of the property boundaries where desired.
2. To create privacy where required.
3. To maintain reasonable levels of informal observation of public places in the interests of public safety.

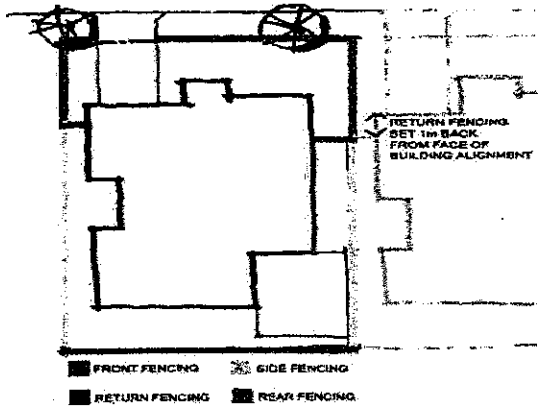


Figure 18: Fencing Layout Plan

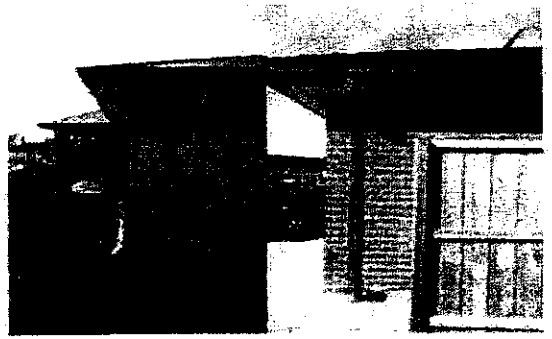


Figure 19: Example of correct and incorrect fencing setbacks.

Acceptable Solutions

Front Fencing

8.1 A fence 1.5 m high or less may be built around the boundaries of the front yard if it complements the colours & materials of the building façade and is more than 30% transparent *(Figure 20)*.

8.2 Any front yard fencing must be face brick, stone, bagged or rendered masonry with a paint or stained finish of approved colours and must be accompanied with landscaping. Front yard fencing must extend to the return fencing as shown in *Figure 18*.

Side, Return and Rear Fencing

8.3 Side and rear boundary fencing shall be 100 x 19mm natural finished hardwood timber slats with a height of 1.95 metres and must be constructed in accordance with the Appendix C specification; "Side and Rear Paling Fence". Side boundary fencing must be set back at least 1 metre from the nearest front corner of the house or at least as far set back as the adjoining neighbour's return fence, whichever is the greater setback. In any case, the side boundary fencing must not extend past the return fence. Fencing is not to be stained and must remain in its natural state. If there is a retaining wall extending forward of the return fence and such wall is greater than 1m high, appropriate landscaping must be used (e.g. hedges) instead of fencing, unless such fencing complies with the Acceptable Solutions for Front Fencing.

8.4 Return fencing or gates must be set back at least 1 metre behind the nearest front building alignment of the ground floor of the corresponding side (minimum 1m behind the setback of the wall that the fence will be attached to) and must be constructed from horizontal hardwood timber slats with 10mm gaps. Fencing is not to be stained and must remain in its natural state. See Appendix C specification; "Return Fencing".

Corner Fencing

8.5 On corner lots screen fencing is required to extend to a maximum of 70% of the total length of the street frontage and must be constructed in accordance with the Appendix C specification; "Corner Block Side Fence".

Reserve Fencing

8.6 Rear or side fencing on any lots abutting public open space will be as nominated by the Vendor.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

9. Attachments and Services

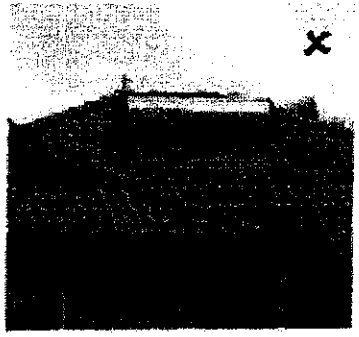
Add-ons to your Building can be unsightly, especially to your neighbours. They can also have a detrimental effect on the streetscape.

On the other hand, some attachments and outside structures are either necessary or add to residential amenity and should be permitted.

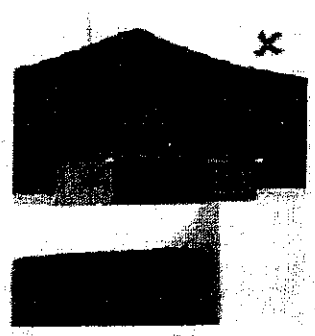
These LDP provide acceptable limits to attachments and outbuildings.

Living Design Principles

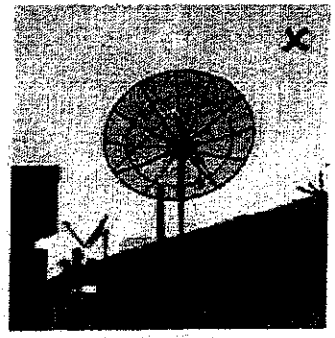
1. To minimise the visual impact of attached elements.
2. To place reasonable limits on the size and visual impact of outbuildings.
3. To especially control the appearance from the street.



Solar water units facing street



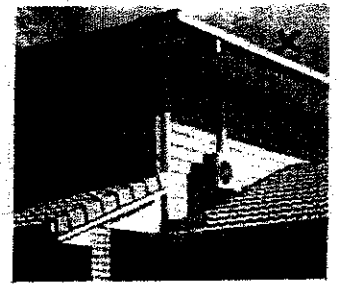
Rainwater tanks visible



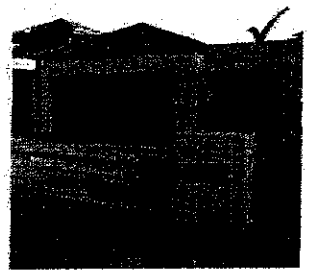
Satellite dishes above roof



Roof-mounted pool heating on show



Air-conditioning units on show



Good example of masonry letterbox

Acceptable Solutions

9.1 Roof attachments shall be located in the rear part of the roof below the roofline, be colour coordinated and not be highly visible from the street. These attachments are not limited to the example photos on this page.

9.2 The design, appearance and external materials and colours of all outbuildings (such as lock-up garages, garden sheds and pergolas, gazebos, etc.) rainwater tanks and letterboxes must be integrated with and complement the design of the house.

9.3 Low profile solar panels may be permitted within public view provided they closely match the roof colour.

9.4 Solid security shutters or screens blocking windows are not permitted.

9.5 Garden sheds must satisfy the following requirements:

- Maximum height of 3 metres.
- If having a floor area of less than 10 m2, they must be clad in Colorbond that is predominantly grey in colour.
- If having a floor area larger than 10 m2, they must use materials and colours consistent with the house.
- Sheds must not be visible from any public road or public open space which abuts the property nor be located in front of the house.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

10. Environmental Standards

Environmentally responsible house design is largely a matter of common sense and can result in a house which is more liveable, comfortable and economical to run.

A well-designed house can be made intrinsically comfortable in terms of the climate just by sensible design. Fans and air-conditioners may still be necessary but you will be less dependent on them for basic comfort and health.

Factors to consider in climatically-responsible design are as follows:

- Orientation of rooms and windows
- Shading of windows and walls
- Higher ceilings
- Exhausting hot air at high level
- Catching breezes
- Crossflow ventilation
- Covered open space

Attending to these factors usually costs nothing extra and is just a matter of intelligent design choices.

We have included both mandatory and discretionary guidelines to give you and the designer some simple guidance towards a sustainable 'green' house design.

Certain mandatory statutory requirements are stipulated in state and local government legislation and may vary from time to time. The requirements in this document may be over-ridden or exceeded by such legislation.

Living Design Principles

1. To encourage environmentally sustainable housing which conserves energy, water and materials.
2. To encourage houses which are naturally comfortable through climatically-responsible design.
3. To comply with current environmental legislation.

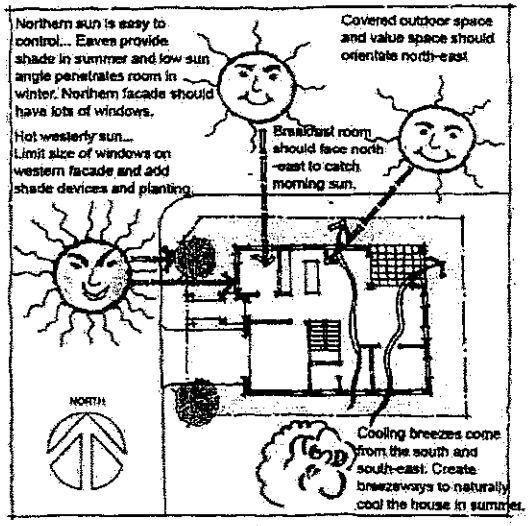


Figure 21: Climatically responsive design principles

Acceptable Solutions

10.1 Compliance with the Building Code of Australia (BCA) Victorian Edition Building Regulations 2011 is mandatory.

If you want to exceed the 6 Star Energy Rating, the following can be incorporated into your design

10.2 Principal living areas should orientate to a northerly and/or westerly aspect.

10.3 Large windows on the western façade should be avoided to minimise excessive heat gain.

10.4 Roofs should have eaves or shading devices to shade walls and windows (including ground floor).

10.5 House design should encourage crossflow ventilation to take advantage of summer breezes to cool the house in summer.

10.6 House design should incorporate a covered outdoor living space.

10.7 Use of split system air conditioners.

10.8 Use of compact fluorescent globes and low energy lighting in all house lighting.

10.9 5 Star energy rated heating and hot water systems.

10.10 Dishwashers with a minimum of 4 star water rating.

Please refer to Appendix A for a guide for government incentives.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

11. Common Queries

Pask Group has applied guidelines such as these on many projects in the past and there is a pattern of common queries.

In some cases it can cost you money designing your house twice because the plans didn't comply with the LDP in the first place.

More often than not, this causes delays in approvals which also costs you time and money and can cause unneccessary frustration.

The most common issue is where a builder quotes on a house design which is incompatible with the site and the LDP and refuses to modify the design without asking for a variation.

The second-most common issue is where the Purchaser doesn't pass on the LDP to the building designer, builder or contractors.

A builder or building designer cannot fairly present concepts or prices without first being aware of the LDP and working within them.

Here is a summary to help you avoid these unneccessary problems and to make your house design process an enjoyable and constructive one.

Query	Solution
The LDP are not passed on to the builder and/or building designer, causing miscommunication on design requirements and unneccessary variations to the building contract	Make sure that builder and building designer are aware of these guidelines and have included everything in the price
Garage door setback is a site-specific standard set by us	Make sure that the garage door is set back at least 5.5 metres from the front boundary
Steel roof material is reflective	Only Colorbond coated steel roofs are permitted
North point missing on plans (on site plan only) and elevations not named	Check for north point on all plans and identify all elevations with their orientation. Please orient plans so north is to the top or right side of the page.
Outdoor living area gets insufficient sun	Position outdoor living area on north and/or east side of house
Windows not shaded, especially on ground floor	Incorporate eaves or shading devices over large exposed openings
Insufficient natural light to hallways and internal kitchens and bathrooms	Install skylights (double glazed) to introduce natural light where necessary
Cooktops internally vented	All cooktops must be vented to the outside
Can I erect a 'for sale' sign on my property?	Installing any signage other than referenced in 4.4 on page 6 of the LDP is not permitted
Fences not indicated on plans and therefore holds up approval process	Indicate all fence details including height and retaining walls on plans
Fences proposed forward of building alignment	Carefully check fence proposals against LDP and ensure no fencing is located within 1m from the building alignment on the corresponding side
Retaining wall causes drainage problems on adjoining site.	Show retaining wall drainage on plans
External colour scheme and materials not submitted and therefore holds up approval process	Colour scheme and material selection must be submitted with plans for approval

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

12. Definitions and Legal Obligations

12.1 Definitions

Phrase	Definition
Building	Dwelling house, garages, garden sheds, pergolas,gazebos, swimming pools and outbuildings proposed to be constructed on your property.
Building Covenants	This document titled The Maples Living Design Principles being an agreement between the Vendor and Purchaser whereby the Purchaser agrees to adhere to its terms, in particular the Acceptable Solutions.
Building Plans	Those plans and specifications detailed in Section 13 of the LDP.
Purchaser	The person listed as Purchaser in the Schedule and also as defined in the Contract of Sale.
Checklist	The checklist contained in Section 14 of the LDP.
Contract of Sale	The Contract between the Vendor and Purchaser in respect of your property.
Council	Hume City Council
Design Review Panel	Person/s selected by us to review and approve all *Building Plans* in accordance with the *Living Design Principles*.
DRP	Design Review Panel
Living Design Principles	A set of design guidelines and covenants with which all house designs must comply and referred to in Special Condition 21 of the Contract of Sale.
LDP	Living Design Principles

Phrase	Definition
OMP	Outermost projection...in terms of boundary setbacks...usually the fascia on an eave.
Pask Group	Is the trading name of the Vendor and various related entities of the Vendor.
Vendor	Devroch 1 Pty Ltd ACN 139 994 077, as defined in the Contract of Sale
Value Space	Refers to a useable open space area for recreation purposes.
We or Us / we or us	The Vendor
Works	Any building operation
You or Your / you or your	The Purchaser
Your property	That land identified in the Schedule

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

12.2 Legal Obligations

12.2.1 Variation to The Building Covenants

The Building Covenants have been created to reflect building design principles which underpin and regulate the construction of dwellings in The Maples. The Vendor acknowledges that new products designed as substitutes or alternatives for the various materials listed in the LDP will be marketed from time to time and provided these products, in the Vendor's' opinion, are not inconsistent with the aims and principles embodied in LDP they will, at the Vendor's absolute and sole discretion, be acceptable.

The Vendor also has the ability to vary or exclude any of the terms of Building Covenants if the Vendor considers it to be in keeping with the aims of establishing a premier, well designed residential estate encouraging an attractive and innovative built form. The Purchaser can view the latest version of the Building Covenants by accessing http://library.themaples.com.au
(username: themaples, password: themapleshome).

The Purchaser agrees that if the Vendor exercises its discretion to vary any requirements contained within LDP, the Purchaser or any other purchaser in The Maples, either prior to or after dwelling construction, will not object and that the Purchaser will not hold the Vendor liable for doing so. If there is any dispute as to the interpretation of the LDP, the determination of the Design Review Panel will be final.

12.2.2 Fences Act

The Purchaser and the Vendor hereby agree on a contribution amount of one dollar ($1.00) being the Vendor's share of its contribution towards a dividing boundary fence along the boundary of your property and any such adjoining land owned by the Vendor, which will be payable fourteen (14) days after the Purchaser gives written notice of completion of the boundary fence and provided that the Vendor is the owner of the adjoining land at the time the boundary fence is constructed.

12.2.3 Estate Wall and Retaining Walls

In the event that there is any fence, wall or landscaping erected on or partly erected on your property as at or subsequent to the date of the Contract the Purchaser acknowledges that such fence or wall has been constructed for and on behalf of the Vendor, for the purposes of enhancing the value of your property and also The Maples generally. The Purchaser agrees not to remove, change, damage or disfigure the fence, wall or landscaping and to maintain and keep the fence, wall or landscaping in the same good order and condition and standard of presentation as at the date of the Contract. Furthermore the Purchaser agrees not to alter the fence or wall (either aesthetically or materially), including constructing any other fence, in such way as would interfere with the uniformity or transparency of the total fence or wall.

The Purchaser agrees to indemnify the Vendor and any other affected person (e.g. the adjoining land owner) from any breach of this clause.

12.2.4 Maintenance of Property

The Purchaser will not, nor permit any contractor or invitee to:-
- allow any rubbish, including site excavations and building material to accumulate (unless stored in a suitably sized industrial bin or skip); or
- allow excessive growth of grass or weeds on your property.

The Purchaser will not, nor permit any contractor or invitee to:-
- place any rubbish (including site excavations) or building materials; or
- park or stand any vehicle or machinery;

on any land, pathway or footpath adjoining or in the proximity of your property.

The Purchaser will not, nor permit any contractor or invitee to damage, interfere with or otherwise disrupt any assets, equipment or services of the Council or any other authority on or in the proximity of your property.

12.2.5 Right of Inspection and Rectification

The Purchaser irrevocably authorises the Vendor and / or its agent, upon giving reasonable notice to enter your property to:-
- carry out an inspection to determine if there has been a breach of any of the Building Covenants or determine compliance with any requirements specified by the Vendor;
- remove any sign erected without the Vendor's written consent;
- rectify any breach of the Building Covenants, including clause 12.2.4.

Such entry and access shall not constitute trespass and the Purchaser shall not make any claim against the Vendor arising from such entry or access. The Purchaser's authority allows entry on multiple occasions provided separate notices are given.

The Purchaser shall be responsible for the costs expended by the Vendor, (as well as the costs of Council or any other authority) in exercising rights under this clause. In addition, if the Vendor elects to slash or mow your property (to rectify a breach of clause 12.2.4) the Purchaser will pay the Vendor the sum of $100.00 upon demand for each and every occasion the Vendor mows or slashes your property.

12.2.6 No Merger

The parties hereto agree that the provisions of the Building Covenants will not merge on the completion of the Contract of Sale.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

12.2.7 Assignment

The Purchaser will not sell, transfer or otherwise dispose of your property without first delivering to the Vendor a Deed of Covenant given by the Purchaser, transferee or disponee in favour of the Vendor containing covenants on the same terms (mutatis mutandis) as are set forth herein including liability to obtain such Deed of Covenant from any further purchaser, transferee or disponee.

12.2.8 Liquidated Damages

The Purchaser and Vendor agree that in the event of a breach by the Purchaser of any of the Building Covenants, the Vendor shall suffer loss, which each of the parties presently estimate to be an amount of not less than ten thousand dollars ($10,000.00) and the Purchaser hereby covenants in the event of such breach, the Purchaser shall pay to the Vendor the sum of ten thousand dollars ($10,000.00) (by way of liquidated damages and not as a penalty) or, at the election of the Vendor, such greater sum as may represent the actual loss and damage suffered by the Vendor as a result of such breach.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

13. The Approval Process

13.1 Building Plans – Elevations and Fencing Plans

Your designer and/or builder will prepare working drawings of the Building and submit these plans to the DRP for approval. The DRP will only assess the drawings to determine that the facade, colour scheme and fencing has been checked against the DRP register of facades. It is still your responsibility (and your designer) to ensure that all Works and Landscaping comply with the provisions of the LDP and Building Envelopes.

The submitted Building Plans must include the following:

13.1.1 Plans and specifications including finishes and colour samples for the Building to be constructed on your property (including a site plan showing retaining walls and driveways).

13.1.2 Colour, material, heights and design details of all fences, including corner fencing treatments.

13.1.3 Floor plans (minimum scale 1:100) including:
- Internal layouts
- Floor area calculations
- Proposed floor levels
- Location of hot water system
- The building envelope.

13.1.4 Elevations (minimum scale 1:100) including:
- Finished ground levels
- Material for external walls and roofing
- Directional aspect identified on all elevations
- The building envelope.

13.1.5 Cross section (minimum scale 1:100) including:
- Existing ground levels
- Proposed finished ground levels

13.1.6 A landscape plan including plant species and location of plants.

13.2 Delivery and the Process

The Building Plans and Checklist must be forwarded to the Design Review Panel as follows:

dpanagakos@nevpask.com.au

Plans are to be submitted in PDF format drawn to a minimum 1:100 scale on an A3 page.

The DRP will undertake a limited reivew of the Building Plans limited to the Checklist and the front façade of the Building. The DRP will assume the plans comply with the LDP unless specifically identified and highlighted in the Checklist. The DRP will (in writing) approve or reject such plans, with or without conditions, within 14 days of receipt. If more than one assessment of the Building Plans is required due to changes made by the Purchaser, the DRP reserves the right to charge the Purchaser a reasonable fee for such further assessment.

No approval or consent of the Building Plans by the Design Review Panel shall constitute any agreement or representation as to the adequacy, suitability or fitness of such plans and you acknowledge that no reliance shall be placed on such approval or consent.

Additions and extensions to the Building, including new verandahs, pergolas, sheds, swimming pools and garden structures etc., are subject to the LDP.

13.3 Council Approval

You need Council or private building surveyor approval of Buildings Plans following DRP approval.

The LDP establish a minimum standard when undertaking construction of a building. It is your responsibility and risk to do the following:

1. Identify all of the Council's or other statutory authorities building requirements for inclusion on the Building Plans.

2. Council or private building surveyor building permit approval must be obtained prior to the commencement of construction to your home after Building Plans have been approved by the DRP as well as complying with any other statutory requirements.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

14. Designer's Checklist

* Where Yes/No is shaded, or N/A ticked, please provide comment or justification

The Maples – CHECKLIST							
Lot No:			**Buyer/s:**			**Signature:**	
Builder/Designer:						**Contact Name/Details:**	
Item	**Page**	**Clause**	**Item**	**Y✓**	**N✓**	**N/A**	**Comments**
1	4	2.1	Do you intend to use non-standard materials?	/		*	
2	4	2.2	Is your dwelling size at least 70% of the width of the principle frontage?		/	*	
3	4	2.3	Are strong colours limited to 25% of façade?		/	*	
4	4	2.4	If using face brick, is it limited to 50% of the facade area visible from the street? (excluding openings)		/	*	
5	4	2.6	Are fascias and metalwork colour coordinated with the Building?		/	*	
6	4	2.7	Are you proposing unpainted or galvanised metalwork?	/		*	
7	4	2.7	Are you using reflective glazing?	/		*	
8	4	2.7	Do you propose to use galvanised steel and reflective roof finishes?	/		*	
9	4	2.8	Are fences, storage facilities and retaining walls that are visible from the streetscape colour-coordinated?		/	*	
10	4	2.9	Have facades and colour selections been checked against DRP register of facades to avoid identical house designs?		/	*	
11	5	3.1	Is cut and fill limited to 1.2m above or below natural ground?		/	*	
12	5	3.2	Are retaining walls on boundaries max 1.2m high?		/	*	
13	5	3.3	Are fences on top of retaining walls equal to or less than 1.95m high?		/	*	
14	5	3.4-3.5	Have adequate provisions been made to intercept overland flow affected by site works?		/	*	
15	5	3.7	Are there retaining walls on street boundaries?	/		*	
16	5	3.7	If retaining walls are in view from the street, do they comply in terms of construction and finishes?		/	*	
17	5	3.10	Do driveway materials and colour comply?		/	*	
18	6	4.1	Have you complied with the building setbacks shown in the Building Envelopes?		/	*	

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

The Maples Living Design Principles

Item	Page	Clause	Item	Y✓	N✓	N/A	Comments
19	7	5.1	Does the front façade incorporate at least 2 special treatments?		/	*	
20	7	5.2	Does your front facade differ from those within 2 lots either side or 3 lots opposite?		/	*	
21	7	5.3	Is the garage door limited to a maximum 40% of the length of the frontage?		/	*	
22	7	5.3	Do you have a triple garage? Does it comply with the setbacks?		/	*	
23	7	5.3	Does the house have a minimum of a double garage?		/	*	
24	7	5.6	Is the roof pitch less than 22 degrees?	/		*	
25	7	5.8	Are eaves a minimum 450mm wide (if applicable)?		/	*	
26	7	5.9	Is all plumbing concealed?		/	*	
27	7	5.10	If your lot is a corner lot, does it satisfy nominated criteria?		/	*	
28	7	5.11	Does the floor area comply with the minimum size requirements?		/	*	
29	8	6.1-6.3	Does the landscaping comply?		/	*	
30	8	6.4	Are trees located to avoid services?		/	*	
31	9	7.1	Does the value space comply in terms of size and location?		/	*	
32	10	8.1	Does front fencing comply with transparency and size guidelines?		/	*	
33	10	8.2	Does front fencing comply with approved materials?		/	*	
34	10	8.3	Is the side and/or rear boundary fencing made from natural finished hardwood to 1.95m?		/	*	
35	10	8.4	Are return fences or gates set back 1m behind the front building alignment and constructed with approved materials?		/	*	
36	10	8.5	If your lot is a corner lot, is the fencing on the side street a max. 70% length of the boundary, 1.95m high and comply with the specification in Appendix C?		/	*	
37	11	9.1	Are any attachments such as antenna, satellite dish, solar panels, clothes line, air-conditioner visible from the street or not in compliance with acceptable solutions?	/		*	

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

The Maples Living Design Principles

Item	Page	Clause	Item	Y✓	N✓	N/A	Comments
38	11	9.2	Do outbuildings, rainwater tanks and letterbox integrate with the house?		/	*	
39	11	9.4	Are you proposing solid security shutters or screens blocking windows?	/		*	
40	11	9.5	Do garden sheds comply with the max. height of 3m and the max. floor area of 10sq.m?		/	*	
41	12	10.1	Does the dwelling comply with Building Code of Australia (BCA) Building Regulations 2011?		/	*	
42	12	10.2	Are principal living areas orientated to north and/or west aspect?		/	*	
43	12	10.3	Are window sizes limited on westerly facades?		/	*	
44	12	10.4	Does the dwelling incorporate eaves and/or shade devices to openings?		/	*	
45	12	10.5	Is the dwelling designed for crossflow ventilation?		/	*	
46	12	10.6	Does the dwelling have covered outdoor space?		/	*	
47	12	10.7	Is a split system air conditioner used?		/	*	
48	12	10.8	Is fluorescent / low energy lighting used?		/	*	
49	12	10.9	Are 5 Star energy rated heating system and hot water system used?		/	*	
50	12	10.10	Is a 4 Star water rated Dishwasher used?		/	*	
51	17	13.1.1	Have you submitted plans and specifications including finishes and colour samples for the Building?		/	*	
52	17	13.1.2	Have you shown colour, heights and design details of all fences?		/	*	
54	17	13.1.4	Have you supplied elevations (min 1:100)?		/	*	
55	-	-	Have you provided details of the fencing contractor in the space provided below?		/	*	
Fencing Contractor			**Name:**	**Phone:**			**Email:**

Appendix A: Guide to Government Incentives

Provider	Incentive	Rebate	Notes	Further Information
Department of Sustainability & Environment	Rainwater Tanks	• $850 for tanks 2,000 3,999 litres connected to toilet and/or laundry • $1300 for tanks over 4,000 litres connected to toilet or laundry • $1500 for tanks over 4,000 litres connected to toilet and laundry	• Rebate available to Melbourne ratepayers who are connected to mains water • Available to households who purchased and installed rainwater tanks from 1 July 2009	http://www.depi.vic.gov.au/ water/using-water-wisely
Department of Sustainability & Environment	Water conservation home audits	• $50 for one off audit	• A service to assess where a household could save water and recommend products and methods that would help do this.	http://www.depi.vic.gov.au/ water/using-water-wisely
Department of Sustainability & Environment	Water smart Gardens & Homes Rebate Scheme	• $30 when you spend $100	• Includes products such as mulch (includes pebbles or other inorganic materials which are used as mulch), flow control valves, wetting/moisture agent, compost or mulch bin, soil moisture & rain sensors, garden tap timers, drip watering system or weep hoses, trigger nozzles, temporary greywater diverters, rainwater diverters, waterless car cleaning products, shower timers and toilet flush interrupter devices. One basket offer rebate is available per eligible customer each year.	http://www.depi.vic.gov.au/ water/using-water-wisely
Department of Sustainability & Environment	Pool Covers	• $200 when you install a pool cover which meets the criteria listed on the department website.	• Available for pool covers with a roller or device to assist with the covering/uncovering of a pool. Must be a Smart Approved WaterMark product, a minimum of 400 microns thick and UV stabilised.	http://www.depi.vic.gov.au/ water/using-water-wisely

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

Office of Clean Energy	Electricity Feed-in Tariff	• Eligible households will be paid a minimum of 8 cents per kilowatt hour (kWh) for the excess electricity generated by their small-scale solar power system.	• The Victorian Feed-in Tariff scheme rewards households that install a renewable energy system by crediting or paying them for the excess electricity they generate.	http://www.livinggreener.gov.au/rebates-assistance/vic/electricity-feed-in-tariff
Department of Sustainability & Environment	Hot water recirculators	• $150	• To be eligible for a rebate, the hot water recirculator must divert the cold water from the hot water pipes back to the household water-supply system. An eligible hot water recirculator must not discharge to an external tank. A licensed plumber must make this installation.	http://www.depi.vic.gov.au/_water/using-water-wisely

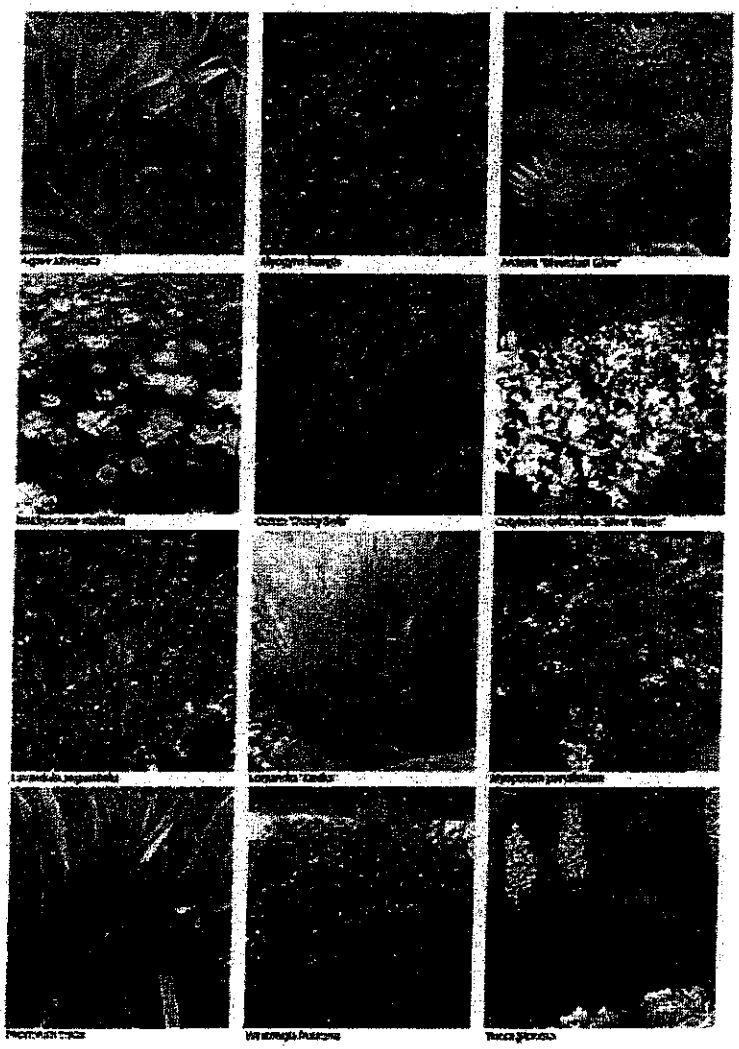
These policies and rebates are a guide only and are subject to change without notice and the Purchaser should satisfy themselves as to the rebates available at the appropriate time.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

Appendix B: Guide to Landscaping Principles
Recommended Plant Species

Grasses & Groundcovers

Botanical Name	Common Name	Features
Agave attenuata (E)	Swan Neck Agave	This striking succulent will grow to 1m and provide interest all year round.
Arctotis 'Silverdust Gloss' (E)	Aurora Daisy	Delightfully ornamental ground cover with a showy display of large, daisy like flowers throughout the cooler months.
Alyogyne huegelii (N)	Native Hibiscus	A medium, open shrub about 2m tall. Showy display of purple-blue flowers. Prune after flowering.
Brachyscome multifida (N)	Cut-leaf Daisy	Pretty pink or blue daisy. Need evergreen with attractive small daisy like flowers
Callistemon 'Taree Pink' (N)	Bottlebrush	One of many excellent bottlebrush cultivars. Pink clusters of flowers on a medium sized shrub (3m tall by 1.5m wide).
Correa alba (N)	White Correa	This a real favourite low shrub about 1m tall and has a bell shaped flower.
Correa 'Dusky Bells' (N)	Correa Cultivar	A small size shrub with green foliage and red tubular flowers.
Cotyledon orbiculata 'Silver Waves' (E)	Pig's Ear	A succulent that forms a dense mass of large rippling silvery white leaves. A stunning contrast with darker plants.
Dianella caerulea (N)	Parrea Lily	Free flowing, dark green droppy foliage to 40cm with sprays of soft blue flowers in spring.
Goodenia ovata (N)	Hop Goodenia	A tough, adaptable native with glossy deep green foliage with dainty yellow flowers from spring
Grevillea 'Red Kelly' (N)	Grevillea	Shrub which can reach about 2m in height by 3m wide. Flowers of large orange-red flowers almost year round.
Lavendula angustifolia (E)	English Lavender	Popular for its colourful flowers, fragrance and ability to survive with low water consumption
Lomandra longifolia 'Tanika' (N)	Spiny-headed Mat-rush	A very hardy and ornamental grass approx 60-70cm tall, the leaves are very fine with yellow flowers in summer
Myoporum parvifolium (N)	Creeping Boobialla	A hardy creeping groundcover with small white flowers and bright green coverage
Phormium tenax (E)	New Zealand Flax	Strap-leaf plant with cultivars ranging in height from 50cm to 2m. Colourful foliage options include green, black, orange, pink.
Poa labillardieri (N)	Common Tussock Grass	A long lived tussock grass with highly ornamental blue foliage.
Poa poiformis (N)	Grey Tussock Grass	Small blue grey tussock forming grass with attractive rounded habit
Westringia fruticosa (N)	Coastal Rosemary	Attractive rounded shrub with small white flowers
Yucca gloriosa (E)	Spanish Dagger	Striking sword-like foliage which produces an impressive white spike of flowers after a few years



DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

Recommended Plant Species

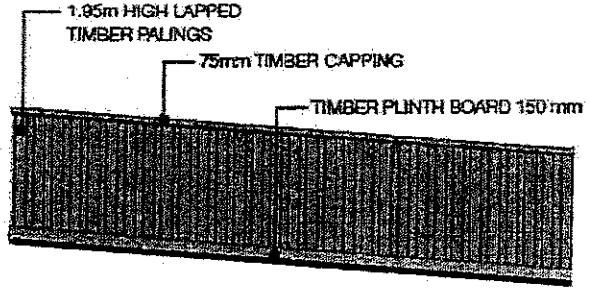
Trees

Botanical Name	Common Name	Features
Acmena smithii 'Red Tip'	Lilly Pilly	Dark glossy leaves with pink new growth. Cream flowers and soft edible berries. Will naturally form an upright oval-shaped tree, but can be clipped to a hedge .8-10 m high by 6 m wide.
Acer truncatum x A. platanoides 'Warrenred' Pacific Sunset (E)	Sunset Maple	A beautiful, fast growing and well structured medium maple. Autumn foliage is striking with leaves turning a mix of bright red, orange and yellow. Typical mature height of 8-10m, with a spread of around 6m.
Callistemon viminalis (E)	Weeping Bottlebrush	A small tree growing to 5m. Weeping foliage with crimson bottlebrush flowers attracts birds.
Corymbia citriodora 'Pink Dwarf' (N)	Dwart Lemon Scented Gum	This dwarf version will grow to 7m. Distinctive lemon-scented leaves, smooth pink-grey bark and cream flowers.
Fraxinus griffithii (E)	Evergreen Ash	A versatile small tree that is evergreen in many parts of Australia and produces an attractive floral display in early Spring. Mature height of 8m, with a spread of around 4m.
Lagerstroemia indica x L. fauriei 'Sioux' (E)	Crepe Myrtle	A showy, narrow-growing small tree with masses of intense pink flowers in summer. It can grow to 4m tall with 3m spread.
Pyrus betulifolia 'Southworth Dancer' (E)	Ornamental Pear	This attractive flowering ornamental pear selection has fine birch-like leaves that 'dance' in the slightest breeze. Typical mature size is 7m height by 4.5m width.
Pyrus calleryana 'Chanticleer' (E)	Ornamental Pear	A superb, upright ornamental pear introduction with a dense habit and attractive foliage. Dark red deciduous colour. Masses of white flowers in spring. This cultivar will grow to 11m with a spread of 6m. Other varieties are smaller.
Eucalyptus scoparia (N)	Wallangara White Gum	Medium evergreen tree with a narrow domed canopy and pendulous habit. Attractive smooth white bark. Typical height of 8-12m, with a spread of 5-10m.
Eucalyptus leucoxylon ssp. megalocarpa (N)	Pink-Flowering Yellow Gum	Large pink flowers over a long season are highly attractive to nectar feeding native birds. Will grow to 7m.

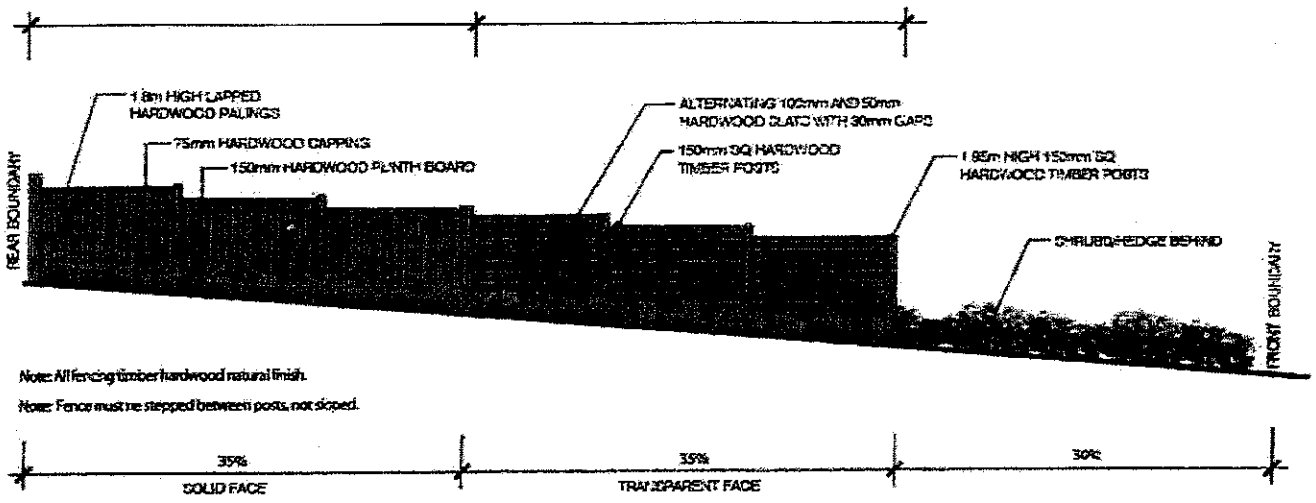


DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

Appendix C: Fencing Specifications



Side & Rear Paling Fence (1.95m high)
Typical Elevation

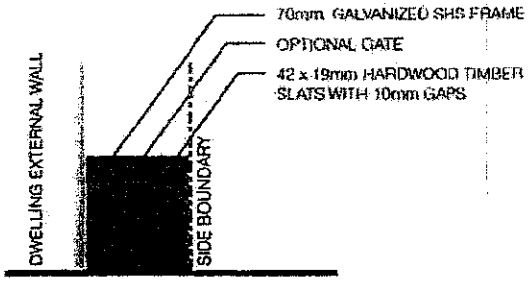


Note: All fencing timber hardwood natural finish.

Note: Fence must be stepped between posts, not sloped.

Corner Block Side Fence (1.95m high)
Typical Elevation

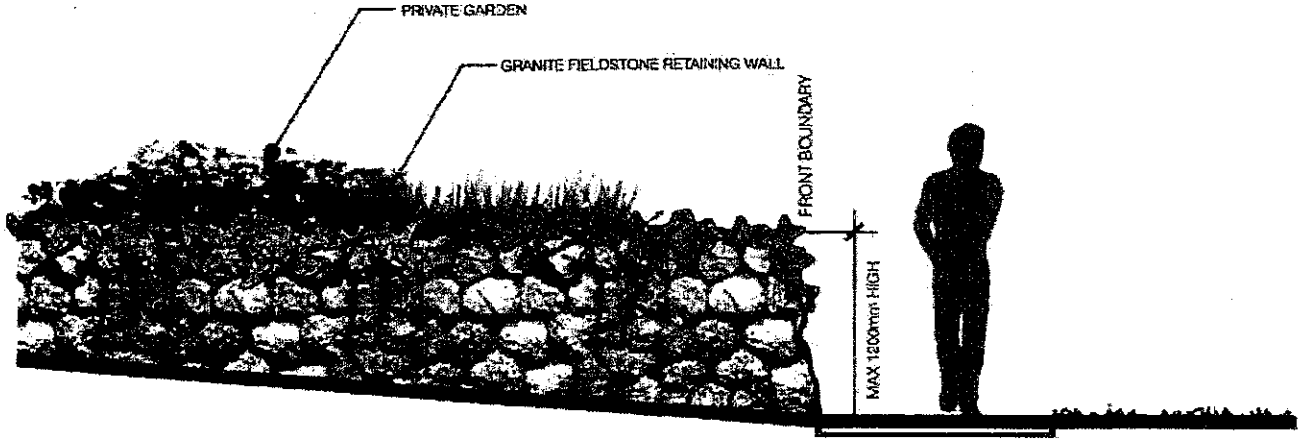
DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4



Note: Hardwood timber must have a natural finish and no stain.

Note: Must be setback 1m behind the front of the building on the corresponding side.

Link Fencing (1.95m high)
Typical Elevation



Retaining Walls - Front of Lots and Side of Corner Lots

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

The Maples Living Design Principles

Appendix D: Schedule & Execution Page

Purchaser Acknowledgement

We acknowledge we have read and understand and agree to comply with the Building Covenants titled "The Maples Living Design Principles"

Your Property: Lot No: 418

Purchaser's Name: ANTHONY IGNATIUS THATTIL

Address: 119 HORIZON BOULEVARD, GREENVALE, VIC, 3059

Signed:

Dated: 20/08/2018

Purchaser's Name: NICHOLLETTE CARMEN THATTIL

Address: 119 HORIZON BOULEVARD, GREENVALE, VIC, 3059

Signed:

Dated: 20/08/2018

The Purchaser acknowledges and agrees that your property is part of a large development the object of which is to establish a modern and well designed residential estate and it is desirable that supervision and control be exercised by the Vendor for the protection and in the interests of the Purchaser and other residents of the estate in relation to the nature and type of construction to be erected and in recognition of the desirability of the construction of a sound, modern and attractive development.
The Purchaser agrees with the Vendor that should the Purchaser sell or transfer title of the property in any way, then they are obliged to the Vendor to obtain from the new owner a covenant in similar terms to this between the Vendor and the new owner and the Purchaser will be liable for any negligence for non compliance on their behalf and on only on receipt of such new covenant the Purchaser's obligations to the Vendor shall cease.

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

ANNEXURE 3

Vendor Statement

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

DocuSign Envelope ID: 8308B305-DDE2-4B3E-B52F-CF28F5132EF4

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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