

CONTRACT OF SALE OF REAL ESTATE - PARTICULARS OF SALE

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

Property Address: **51 ALDERGROVE PARAD, Mickleham VIC
3064**

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

The terms of this contract are contained in the:

- Particulars of sale
- Special conditions, if any
- General conditions

and in that order of priority.

SIGNING OF THIS CONTRACT

The authority of a person signing:

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

must be noted beneath the signature.

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

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

SIGNED BY THE PURCHASER on...../...../20

PRINT NAME:

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

SIGNED BY THE VENDOR on...../...../20

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

IMPORTANT NOTE TO PURCHASERS

Cooling-off period

Section 31 Sale of Land Act 1962


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

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

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

PARTICULARS OF SALE

VENDOR: Lakhvir Singh

VENDOR'S REPRESENTATIVE:  Jims Conveyancing, Tullamarine
P.O Box 1409, Tullamarine
Phone: 0431 921 155 Fax: (03) 9018 4493
Ref: 18:232 Singh Email: jatin.dewan@jimsconveyancing.com.au

PURCHASER: Name/s:
(&/ or Nominee)
Address:
Tel: Email:

PURCHASER'S REPRESENTATIVE: Name:
Address:
Tel: Email:

STREET ADDRESS: 51 ALDERGROVE PARAD, Mickleham VIC 3064
LAND BEING SOLD: The land which is currently fenced and/or occupied by the vendor and contained only within the land described in Lot 1330 PS800987
Certificate of Title VOLUME: 11940 FOLIO: 231

CHATELS: N/A – vacant land.

PRICE: \$_____.

DEPOSIT: \$_____ 10% of the purchase price payable on the signing hereof

BALANCE: \$_____

PAYMENT OF BALANCE is due on/...../.....
being the **SETTLEMENT DATE** or earlier by mutual agreement. And is the date upon which vacant possession/ or receipts of the rents and profits of the property and chattels shall be given, namely upon acceptance of Title and payment of the whole of the purchase price.

*If the purchaser is **not** entitled to vacant possession of the land being sold you must write the words "**subject to lease**" in the appropriate box following and particulars of any lease must be included.*

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

GST (refer to general condition 13)

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

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

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

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:

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

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

Encumbrances

This sale is NOT subject to an existing mortgage unless the words '**subject to existing mortgage**' appear in this box

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

Special conditions

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

Loan (refer to general conditions 14)

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

Lender:

Loan Amount: \$

Approval date:

CONTRACT OF SALE OF REAL ESTATE - GENERAL CONDITIONS

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

Title

1. ENCUMBRANCES

1.1 The purchaser buys the property subject to:

- (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
- (b) any reservations in the crown grant; and
- (c) any lease referred to in the particulars of sale.

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

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

2. VENDOR WARRANTIES

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

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

2.3 The vendor warrants that the vendor:

- (a) has, or by the due date for settlement will have, the right to sell the land; and
- (b) is under no legal disability; and
- (c) is in possession of the land, either personally or through a tenant; and
- (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

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

- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.

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

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the Building Act 1993 and regulations made under the Building Act 1993.

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

3. IDENTITY OF THE LAND

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

3.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

4. SERVICES

- 4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the Personal Property Securities Act 2009 (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party 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.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11
- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay – as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the Personal Property Securities Act 2009 (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDING WARRANTY INSURANCE

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

9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the Transfer of Land Act 1958.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the Transfer of Land Act 1958, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. PAYMENT

11.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

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

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

11.4 At settlement, payments may be made or tendered:

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

11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under 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 does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the Sale of Land Act 1962 have been satisfied.

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

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

13. GST

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

- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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

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

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

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

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

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

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

13.8 In this general condition:

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

14. LOAN

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

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

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

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

15. ADJUSTMENTS

15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any 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 transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

19. **LIABILITY OF SIGNATORY**

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

20. **GUARANTEE**

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

21. **NOTICES**

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

22. **INSPECTION**

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

23. **TERMS CONTRACT**

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

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

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

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

24. **LOSS OR DAMAGE BEFORE SETTLEMENT**

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

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

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

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

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

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

25. BREACH

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

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

27.2 The default notice must:

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

28. DEFAULT NOT REMEDIED

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

SPECIAL CONDITIONS ("SC")

1. INTERPRETATION

- 1.1 "Business Day" means any day on which trading banks are open for business in Melbourne for the transacting of banking Business.
- 1.2 "Deposit Bond" means an unconditional and irrevocable undertaking by a General Insurance Company approved by the vendor, subject to the terms of this Contract and in a form satisfactory to the vendor with an expiry date of at least 30 days after the expiry of the Settlement Date.
- 1.3 "General Conditions" means the General Conditions incorporated into the Law Institute of Victoria and Real Estate Institute of Victoria Limited copyright contract 2008 version
- 1.4 "Land" means the land being sold described in the particulars of sale.
- 1.5 "Owners Corporation Regulations" means the Owners Corporations Act 2006 or any subsequent amending regulations.
- 1.6 "Particulars of Sale" means the particulars of sale to which these special conditions are attached.
- 1.7 "Vendors Statement" means a statement in accordance with Section 32 of the Sale of Land Act 1962 as annexed and incorporated into this contract.
- 1.8 Headings are part of this Contract but are for identification purposes only.
- 1.9 Where there is more than one person comprising the vendor or purchaser each such person shall be bound jointly and severally.
- 1.10 Wherein appearing the singular shall include the plural and the male gender shall include the female gender and/or a body corporate.

2. IDENTITY

The Purchaser admits that the Land as offered for sale and inspected by the Purchaser is identical to that described in the Title particulars in the Vendors Statement herewith. The Purchaser agrees not to make any requisition or claim any compensation for any alleged misdescription of the land or deficiency in the area or measurements or call upon the Vendor to amend title or bear all or any part of the cost of doing so.

3. PLANNING

The property is sold with all restrictions as to the use under any permit, scheme or overlay, order, plan, regulation or by-law contained in or made pursuant to the provision of any legislation or requirement made by any authority to control or restrict the use of land. The Purchaser shall not be entitled to any compensation from the vendor due to any restriction and such restrictions shall not constitute a defect in the Vendor's title.

4. ENTIRE AGREEMENT AND NO REPRESENTATIONS

- 4.1 This contract sets out all the terms and conditions of this sale and any representation or promise or warranty made prior to this contract being executed which is not referred to herein or the Vendors Statement which may have been made for or on behalf of the Vendor is hereby withdrawn and shall not be relied upon by the Purchaser.
- 4.2 The Purchaser agrees that he is not relying upon any representation made by or on behalf of the Vendor to the purchaser or a representative of the Purchaser and that the Purchaser is relying upon his own enquiries made before signing this contract.

5. GUARANTEE

Where the Purchaser is a Corporation not listed on an Australian Stock Exchange the Purchaser shall obtain the execution by all the directors of the Corporation contemporaneously with the signing of the Contract by or on behalf of the Purchaser a

Guarantee in the form annexed hereto. If the duly executed Guarantee is not delivered to the Vendor within the time specified the Purchaser shall be in default under this Contract.

6. BUILDINGS AND ASSETS

- 6.1 The Purchaser acknowledges that his decision to purchase the property purchased the property has been as a result of his own inspections and enquiries of the property and all structures, buildings and other assets of the property. It is agreed between the parties that the Purchaser shall not be entitled to make any claim for compensation or objection whatsoever in respect of condition/ state of repair of the property as at the date of sale or any fair wear and tear thereafter.
- 6.2 The Purchaser acknowledges that any improvements on the property may be subject to Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws which effected the construction of any structures. The Purchaser shall not claim any compensation nor require the Vendor to comply with any of those laws or regulations (including having any final inspections carried out, installing pool fences or installing smoke detectors) should there be any failure to comply with any one or more of those laws or regulations and this shall not constitute a defect in the Vendors Title.
- 6.3 The purchaser acknowledges and declares that they have inspected or have had inspected on their behalf the chattels, fittings and assets being sold in this contract at or prior to the time of signing and are aware of any deficiencies or defects. Therefore the Purchaser shall not claim compensation or make an objection at settlement based on the working order of any fittings or other assets of the property at or before settlement.

7. TIME FOR SETTLEMENT

If there is a requirement under this contract to perform an obligation, in particular but not limited to payment of the Balance on the Settlement Date, that obligation must be performed by no later than 3:30pm on the date such obligation is due to be performed. If such an obligation is such that its failure to be completed gives rise to a default by the party responsible for performing that obligation then the party who fails to perform that obligation by the stated time on the date shall be in default.

If the Purchaser is not in default under this contract, the Purchaser shall pay to the Vendor's representative the sum of \$165.00 for each change to the settlement date (or other change to the contract or settlement document) made with the Vendor's consent, at the Purchaser's request.

8. GENERAL CONDITIONS

The parties to the contract agree that if there is any inconsistency between the Special Conditions and the General Conditions of the contract, the Special Condition will prevail and have priority.

The General Conditions are amended as follows:

- i) General Condition 8 is deleted.
- ii) General Condition 11.1 (b) is amended by deleting 'if there is no estate agent'.
- iii) General Condition 11.4 (b) is amended by substituting 'by draft or' with 'bank'.
- iv) General Condition 11.6 is amended by substituting 'three bank cheques' with 'six bank cheques'.
- v) General Condition 18 is amended to read 'The purchaser and their guarantors may nominate a substitute or additional purchaser, but the named purchaser and their guarantors remain personally liable for the due performance of all the purchaser's obligations under this contract.'

- vi) General Condition 20 is amended so that the following sentence is inserted at the end of the condition. 'Where the purchaser is a Trust the vendor may require one or more of the Trustees (or the directors of the Trustee proprietary limited company) to personally guarantee the purchaser's performance of the contract.'
- vii) General Conditions 24.4, 24.5 and 24.6 are deleted.
- viii) General Condition 26 is deleted.

9. DEFAULT

- 9.1 General Condition 25 (GC25) contained in the Contract of Sale of Real Estate prescribed under Section 99 of the Estate Agents Act 1980 shall not apply to the Contract attached hereto and the following special condition shall apply in its stead.
- 9.2 A Purchaser who breaches this Contract must pay to the Vendor on demand:
- i) Compensation for any reasonably foreseeable loss to the Vendor resulting from the breach; and
 - iii) Any interest due under the Contract attached hereto as a result of the breach.
- 9.3 The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the due date specified in the contract between the Vendor and the Purchaser ("the contract") for the payment of the residue as defined in the contract (the due date") or any other date for the payment of the residue, which date shall be deemed to be the due date, as a result of the alteration of the due date as specified in the contract, the Vendor will or may suffer the following reasonably foreseeable losses and expenses which the Purchaser shall be required to pay to the Vendor in addition to the interest payable in accordance with the terms of the contract:
- (a) All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property or business and interest charged on such bridging finance;
 - (b) Interest, charges and other expenses payable by the Vendor under any existing mortgage, charge or other like encumbrance over the property calculated from the due date for settlement;
 - (c) Accommodation and additional storage and removal expenses necessarily incurred by the Vendor;
 - (d) Any additional legal costs and expenses occasioned by the default as between client and conveyancer and/ or solicitor and client on an indemnity basis.
 - (e) Penalties interest or charges payable by the vendor to any third party as a result of any delay in the completion of the vendor's purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property.
 - (f) All commissions, fees and advertising expenses payable to the sellers Real Estate Agent.
- 9.4 The Purchaser agrees to pay the Vendor's reasonable costs of each and every default in the sum of \$440.00 (inclusive of GST) together with a further sum of \$550.00 (inclusive of GST) for each and every Default Notice prepared and served on the purchaser or his representative. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under this Contract or otherwise.
- 9.5 The Purchaser shall pay to the Vendor interest at the rate being 4 per cent higher than the rate prescribed pursuant to Section 2 of the Penalty Interest Rates Act 1983 computed daily on the money overdue during the period of default without prejudice to any other rights of the Vendor.

10. DEPOSIT

10.1 The Vendor and the Purchaser hereby authorise the Vendor's conveyancer to invest the whole or any part of the Deposit in an Australian Trading Banking Institution but the conveyancer need not invest the deposit.

10.2 Any interest that is accrued on the deposit money less investment expenses will be paid to the party entitled to the deposit on the date on which the deposit is released to that party.

10.3 In the event that the Purchaser is entitled to the deposit monies, the Purchaser is not entitled to any interest on the deposit unless and until the Purchaser advises the Vendor's conveyancer of the Purchaser's tax file number.

10.4 Where the purchaser is deemed by section 27 (7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27 (1), the purchaser is also deemed to have accepted title, unless the purchaser has expressly and reasonably made an objection to title earlier.

11. DEPOSIT BOND ALLOWED

11.1 If the particulars of sale permit the deposit to be payable by a "Deposit Bond" such requirement will only be satisfied by the delivery to the Vendor's estate agent or its conveyancer the duly executed original of a bond from a reputable and solvent organisation in all respects approved by the Vendor securing the payment of the deposit under this contract to the Vendor by the Purchaser.

11.2 Such bond shall remain enforceable against the provider of the bond between the date of sale and the date of completion and the terms of the bond shall provide that payment to the Vendor pursuant to the bond shall be made within forty eight hours (where the deposit is entitled to be released to the Vendor under section 27 of the Sale of Land Act 1962) after the Vendor notifies the provider of the bond that the contract has been terminated by the vendor due to the default of the Purchaser.

11.3 Where the Purchaser is in default under the contract but not yet entitled to the release of the deposit under section 27 of the Sale of Land Act 1962, the Vendor shall be permitted to notify the bond provider of the default and inform the bond provider that it will be required to be paid upon entitlement of the release of the deposit moneys to the vendor under Section 27 of the Sale of Land Act 1962.

12. LATE TRANSFER

Pursuant to General Condition 27 the late delivery of the Transfer of Land pursuant to General Condition 6 shall be a default under this and a late delivery fee of \$55.00 shall be payable to the Vendors representative at settlement.

13. RESTRICTIONS

The property is sold subject to all restrictions, easements, covenants, leases, encumbrances, encumbrances and all implied easements, encumbrances and restrictions and any rights of any other person, whether they are disclosed or not. The Purchaser accepts the location of all buildings and shall not make any claim whatsoever or delay settlement in relation thereto.

14. BANK CHEQUES

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

15. SETTLEMENT

In the instance that, at the settlement date the Certificate of Title is unable to be handed to the Purchaser, the Purchaser shall accept, in lieu of the Certificate of Title relating to the land, an Order to Register endorsed thereon by the controlling party directing the Land Titles Office to issue the Certificate of Title to the Purchaser or another party nominated by the Purchaser.

16. MERGER

All terms and conditions as set out in the contract, which remain to be performed by, or are capable of having effect on the part of the Purchaser shall remain in full force after settlement and the registration of the Transfer of Land or other instrument. This Special Condition cannot be waived or altered in any way whatsoever, without the written, signed and witnessed informed consent of the vendor.

17. NOMINATION

If the named Purchaser chooses to nominate a substitute or additional purchaser the named Purchaser shall remain personally liable for the due performance and observance of all the named Purchaser's obligations under this contract and it shall be a condition precedent to such nominations that:

- (a) The named Purchaser shall have the substituted purchaser sign an acknowledgement of receipt of a copy of the Vendors Statement and provide the statement to the Vendor's representative.
- (b) If the nominated purchaser or one or more of them is an incorporated body, then the named Purchaser shall deliver a personal guarantee to the Vendor's representative signed by all the directors of the said incorporated body.
- (c) The nominated purchaser acknowledges that the vendor will incur additional conveyancing costs due to the Purchaser's nomination as the Vendor's Conveyancer will be required to re-prepare the required to (among other tasks) check the validity of the nomination, update their system records, re-prepare the State Revenue Office's stamp duty declaration and reprepare the notices of disposition. The Purchaser therefore agrees to reimburse the Vendor \$66.00 for costs incurred by their Conveyancer in relation to the nomination at settlement.

18. GST AND OTHER PAYMENTS

- 18.1 The Vendor shall retain an equitable interest in the property and the Purchaser hereby grants the Vendor an equitable interest in all of the real estate as security until all penalties, costs, interest, GST (if any) and any other monies due under the contract, any written or oral agreement has been paid in full.
- 18.2 The Purchaser acknowledges that he shall pay any tax or impost in the nature of a consumption or a goods and services tax (hereinafter called "GST") together with all interest, penalties and costs which may be imposed by any government on the price set out in the contract or any part thereof immediately upon the delivery of a Tax Invoice pay any GST, interest, penalties and costs upon demand, shall be deemed to be a breach of the contract. This condition shall not merge with the settlement and the GST together with all interest, penalties and costs shall be recoverable by the vendor as a liquidated debt payable on demand and the Vendor shall retain an equitable interest in the land sold until all moneys due under the contract and this special condition are paid in full.

19. ADJUSTMENTS

The purchaser will make available to the vendor copies of all certificates obtained to complete a Statement of Adjustments.

20. CONTRACT ENDED BY PURCHASER

21.1 General Condition 14.3 is deleted.

21.2 If this contract is ended by the purchaser due to any contract clause benefitting the purchaser, including if the contract is subject to finance, which entitles the purchaser to a refund of their deposit funds, the Vendor may retain, to compensate them for their additional administrative and conveyancing costs, the amount of \$330.00 from the deposit held.

21. AUCTION

The property is offered for sale by auction, subject to the vendors reserve price.

The Rules for the conduct of the auction shall be as set out in the Sale of Land (Public Auction) Regulations 2014, or any rules prescribed by regulation which modify or replace those rules.

GUARANTEE

The Guarantors described below, in consideration of the within named vendor selling to the within named purchaser at our request the land described in the within Contract for the price and upon the terms and conditions therein set forth hereby for ourselves our respective Executors and Administrators covenant with the said vendor that if at any time default shall be made in the payment of the deposit or residue of purchase money, interest, costs or other moneys payable by the purchaser to the vendor under the within Contract or in the performance or observance of any term or condition of the within contract to be performed or observed by the purchaser we will forthwith on demand by the vendor pay to the vendor the whole of such deposit, residue of purchase money, interest, costs or other moneys payable which shall then be due and payable to the vendor and will keep the vendor indemnified against all loss of purchase money, interest, costs or other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the vendor may incur by reason of any default as aforesaid on the part of the purchaser.

This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the vendor in enforcing payment of any of the moneys payable under the within Contract or in the performance or observance of any of the agreements, obligations or conditions under the within contract or by time being given to the purchaser for any such payment, performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our Executors and Administrators.

This Guarantee shall also be a continuing Guarantee in the instance the vendor and the purchaser substitute a Contract in place of the Contract to which this Guarantee is attached and then this Guarantee will extend to a Guarantee on the substituted Contract and the purchaser under that Contract.

AS WITNESS our hands and seals the day of 20

SIGNED SEALED AND DELIVERED

by the Guarantor
Signature of Guarantor

.....
Full Name of Guarantor

.....
Address of Guarantor

in the presence of
Signature of Witness

.....
Full Name of Witness

.....
Address of Witness

Due Diligence Checklist

What you need to know before buying a residential property

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

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



VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE

VENDOR Lakhvir Singh
LAND BEING SOLD That part of the land which is presently fenced and/or occupied by the Seller and contained only within the land described in Certificate of Title Volume: 11940 Folio: 231 and known as
STREET ADDRESS 51 ALDERGROVE PARAD, Mickleham VIC 3064

IMPORTANT NOTICES TO PURCHASERS

MATTERS RELATING TO LAND USE - Information concerning any easement, covenant, charge or other similar restriction affecting the property (registered or unregistered) if any are set out in the documents attached.

a) Description: As attached.

b) Particulars of any existing failure to comply with their terms are:- **None to the Vendor's knowledge**
However please note that underground electricity cables, sewers or drains may be laid outside registered easements without the vendor's knowledge.

There **is** access to the property by road.

The land **is not** in a bushfire prone area.

The purchaser should make their own enquiries about whether structures are constructed over easements prior to signing as the property is sold subject to all easements, encumbrances, covenants, leases and restrictions (if any) and the purchaser, in signing this vendors statement acknowledges they shall make no claim or requisition regarding these matters.

Any mortgage (whether registered or unregistered) shall be discharged (unless otherwise agreed between the parties in the contract of sale) before the purchaser becomes entitled to possession or the rents and profits of the property

Information concerning any planning instrument -

Name of planning scheme :	Hume City Council Planning Scheme
The responsible authority is:	Hume City Council
Zoning and/or Reservation:	Urban Growth Zone
Name of Planning overlay:	Development Contributions Plan Overlay (DCPO)

The property is sold subject to the restrictions contained in the planning scheme, regulations, any order or legislation and the purchaser shall not be entitled to make any objection to the vendor, nor seek compensation from the vendor regarding these restrictions.

FINANCIAL MATTERS IN RESPECT OF THE LAND- Information concerning the amount of annual rates, taxes, charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest) are contained in the attached certificates or their total does not exceed: **\$3,000**

1. Hume City Council
2. Yarra Valley Water
3. State Revenue Office Land Tax (if applicable)



Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:

1. Owners Corporation (if applicable) special levies
2. Land Tax if the property is not exempt as your principal place of residence
3. Annual increases in all outgoings if you purchase this property in the next rating period after this vendors statement was prepared.

The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are as follows: **Nil**

NON- CONNECTED SERVICES – The following services are not connected to the land:

Electricity
Gas
Water
Sewerage
Telephone

Purchasers should check with the appropriate authorities as to the availability of, and the cost of providing, any essential services not connected to the land. Unless you contact the supplying authority and take over the existing service, the services above will be disconnected on or before settlement and it will your responsibility to pay all costs to transfer or reconnect the services you require.

INFORMATION RELATING TO ANY OWNERS CORPORATION-

The land is NOT affected by an owners Corporation within the meaning of the Owners Corporations Act 2006.

EVIDENCE OF TITLE- Attached are copies of the following document/s concerning Title:

- (a) In the case of land under the Transfer of Land Act 1958, a copy of the Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location;
- (b) In any other case, evidence of the vendor's authority to sell (where the vendor is not the registered proprietor of the land)
- (c) In the case of land that is subject to a subdivision-
 - I. If the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
 - II. If the plan of subdivision has not yet been certified, a copy of the latest version of the plan;
- (d) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the Subdivision Act 1988-
 - I. If the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - II. Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with; and
 - III. Details of any proposals relating to subsequent stages that are known to the vendor; and
 - IV. A statement of the contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision
- (e) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the Subdivision Act 1988 is proposed-
 - I. If the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - II. If the later plan has not yet been certified , a copy of the latest version of the plan



BUILDING PERMITS- Particulars of any building permit issued in the past seven years under the Building Act 1993 (where the property includes a residence):

No such building permit has been granted to the Vendor's knowledge.

INSURANCE DETAILS IN RESPECT OF THE LAND- The contract provides that the land remains at the risk of the vendor before the purchaser is entitled to possession or receipts of rents and profits.

If there is a residence on the land which was constructed within the preceding 6 years by the vendor as an owner builder and which section 137B of the Building Act 1993 applies to the residence the required insurance details are attached.

The vendor makes no representations that the building and structures comply with all relevant statutes and local regulations. It is the purchaser's responsibility to make their own enquiries before entering in to a contract of sale to ensure they comply and shall not be entitled to make any objection, claim any compensation or require the vendor to perform any act due to a failure for the structures to comply with any regulation.

NOTICES MADE IN RESPECT OF LAND- Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land that the vendor might reasonably be expected to have knowledge are contained in certificates herein if applicable.

Whether there are any notices, property management plans, reports or order in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes are contained in certificates herein if applicable.

Whether there are any notices pursuant to Section 6 of the Land Acquisition and Compensation Act 1986 are contained in certificates herein if applicable.

VENDOR'S STATEMENT- I confirm that this statement has been prepared solely in accordance with my instructions and from the information and documents provided or approved by me and are true and correct. I understand that this statement is only current until any of the details contained herein change and will not hold Jim's Conveyancing responsible if it is not updated or if it is used by any real estate agent other than those it is first forwarded to by Jim's Conveyancing.

I have read the statement and its attachments and accept sole responsibility for the accuracy of the information contained herein or omissions made. I will keep the property and all improvements thereon full insured until the final settlement of this matter.

I certify that, other than those contained in this statement and its attachments, I am not aware of any:

- variation between the land occupied by me and the land described in the certificate/s of title (including the occupation of adjacent land which is not being sold herein) or any other rights over the land (such as a right of way)
- any proposal in relation to any other property which may affect the land being sold
- any failure to comply with a planning or building regulations or permit (including the failure to obtain a permit)
- the property being affected any flooding, landslip or other environmental issues
- any latent defects



DATE OF THIS STATEMENT

DAY OF

20

Signature/s of Vendor/s

PURCHASER'S ACKNOWLEDGEMENTS-

The purchaser hereby acknowledges that they received a copy of this vendors statement executed by the vendor prior to entering in to any contract of sale. The Purchaser also acknowledges that the information herein is provided solely by the vendor and that no statement or representation contained herein are made by Jim's Conveyancing as to anything in relation to the property. The purchaser agrees that if they require an updated owners corporation certificate they will apply and pay for the certificate or information.

DATE OF ACKNOWLEDGMENT

DAY OF

20

Signature/s of Purchaser/s

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

Page 1 of 1

VOLUME 11940 FOLIO 231

Security no : 124070367557D
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LAND DESCRIPTION

Lot 1330 on Plan of Subdivision 800987L.
PARENT TITLE Volume 11940 Folio 161
Created by instrument PS800987L 13/12/2017

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
LAKHVIR SINGH of 113 GOLF VIEW DRIVE CRAIGIEBURN VIC 3064
AQ710083Y 08/02/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ710084W 08/02/2018
PEPPER FINANCE CORPORATION LTD

COVENANT PS800987L 13/12/2017

COVENANT AQ710083Y 08/02/2018

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 PS800987L FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS800987L (S)	PLAN OF SUBDIVISION	Registered	13/12/2017
AQ710083Y	TRANSFER	Registered	08/02/2018
AQ710084W	MORTGAGE	Registered	08/02/2018

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

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

Street Address: 51 ALDERGROVE PARADE MICKLEHAM VIC 3064

DOCUMENT END

Imaged Document Cover Sheet


The document following this cover sheet is an imaged document supplied by LANDATA®, Land Use Victoria.

Document Type	plan
Document Identification	PS800987L
Number of Pages (excluding this cover sheet)	12
Document Assembled	14/02/2018 14:24

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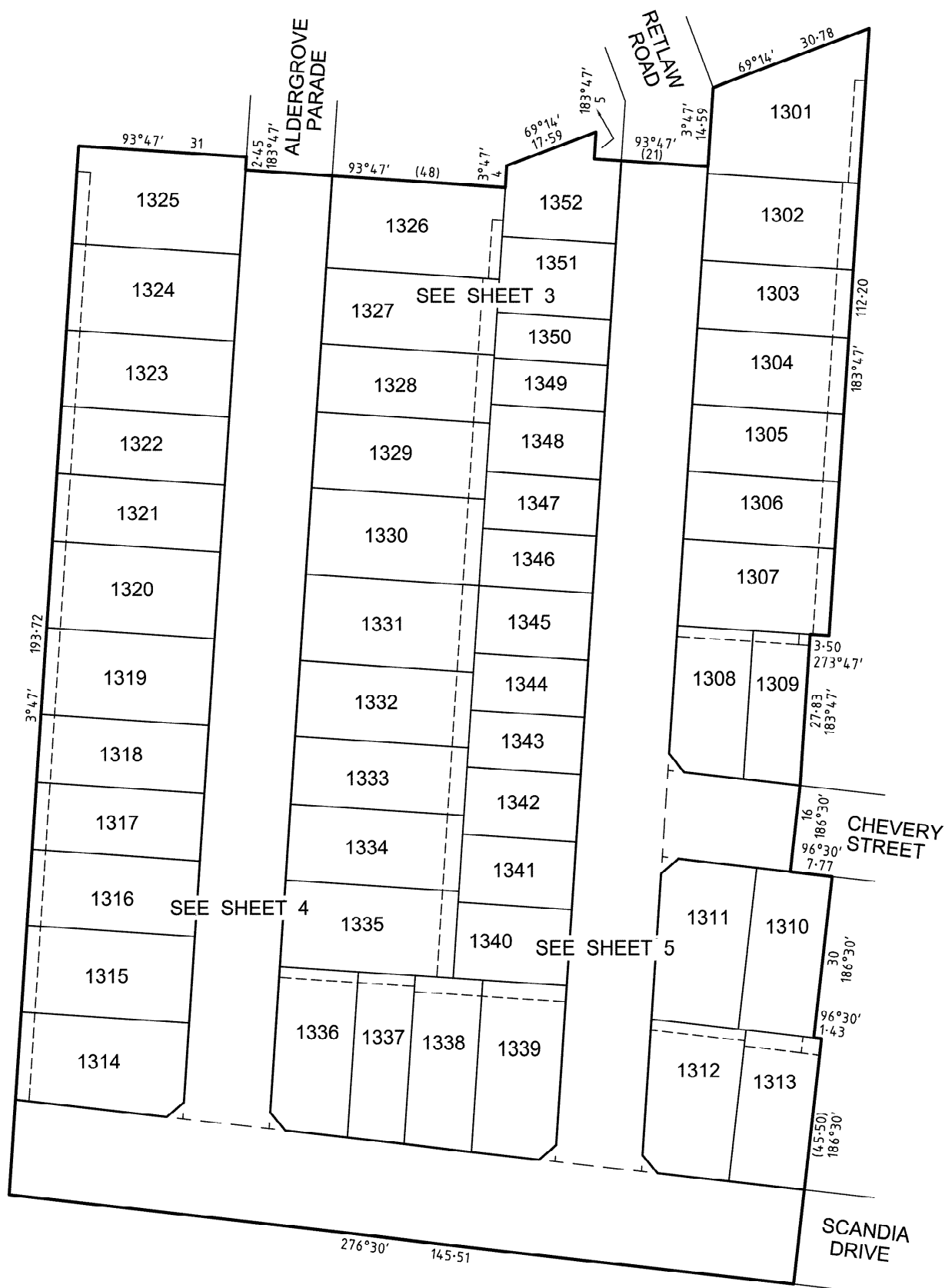
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PLAN OF SUBDIVISION			LV USE ONLY EDITION 1	PLAN NUMBER PS 800987L
<p style="text-align: center;">LOCATION OF LAND</p> <p>PARISH: MICKLEHAM</p> <p>TOWNSHIP: -</p> <p>SECTION: -</p> <p>CROWN ALLOTMENT: -</p> <p>CROWN PORTION: 18 (PART)</p> <p>TITLE REFERENCES: VOL. 11940 FOL. 161</p> <p>LAST PLAN REFERENCE/S: LOT F ON PS800986N</p> <p>POSTAL ADDRESS: 495 DONNYBROOK ROAD (At time of subdivision) MICKLEHAM, 3064</p> <p>MGA94 Co-ordinates E 314 120 (of approx centre of land in plan) N 5843 040 ZONE 55</p>			<p>Council Name: Hume City Council</p> <p>Council Reference Number: S007929 Planning Permit Reference: P16756 SPEAR Reference Number: S086702A</p> <p>Certification</p> <p>This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 21/06/2017</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has not been satisfied has been made and the requirement has been satisfied at Statement of Compliance (Document updated 07/12/2017)</p> <p>Digitally signed by: Patrick Mora for Hume City Council on 10/10/2017</p> <p>Statement Of Compliance issued: 07/12/2017</p>	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON		<p>LOTS 1 TO 1300 HAVE BEEN OMITTED FROM THIS PLAN.</p> <p>FOR RESTRICTION A AFFECTING LOTS 1301 TO 1308 (BOTH INCLUSIVE), 1310 TO 1339 (BOTH INCLUSIVE) & 1352 SEE SHEET 6.</p> <p>FOR RESTRICTION B AFFECTING LOTS 1309 & 1340 TO 1351 (BOTH INCLUSIVE) SEE SHEET 7.</p> <p>FOR RESTRICTION C AFFECTING LOTS 1301 TO 1352 (BOTH INCLUSIVE) SEE SHEETS 8 & 9.</p> <p>OTHER PURPOSE OF THE PLAN: REMOVAL OF CARRIAGEWAY EASEMENTS E-2 & E-4 ON PS800986N.</p> <p>GROUND'S FOR REMOVAL: HUME CITY COUNCIL PLANNING PERMIT No.18753.</p>	
ROAD R1	HUME CITY COUNCIL			
NOTATIONS				
<p>DEPTH LIMITATION DOES NOT APPLY</p> <p>STAGING This is is not a staged subdivision. Planning permit No. P16756</p> <p>SURVEY. THIS PLAN IS/IS NOT BASED ON SURVEY.</p> <p>THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s): MICKLEHAM PM, 2, 3, 4, 11, 21 & 29 & KALKALLO PM 37.</p> <p>THIS IS A SPEAR PLAN.</p> <p style="text-align: center;">ANNADALE 2.917ha</p> <p style="text-align: center;">STAGE 13 52 LOTS</p>				
EASEMENT INFORMATION				
LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	SEWERAGE	SEE PLAN	PS800986N	YARRA VALLEY WATER
E-2	DRAINAGE	SEE PLAN	PS800986N	HUME CITY COUNCIL
	SEWERAGE	SEE PLAN	PS800986N	YARRA VALLEY WATER
E-3	SEWERAGE	SEE PLAN	THIS PLAN	YARRA VALLEY WATER
E-4	DRAINAGE	SEE PLAN	THIS PLAN	HUME CITY COUNCIL
	SEWERAGE	SEE PLAN	THIS PLAN	YARRA VALLEY WATER
 <p>2067S-13 VER D1.DWG MS/AE</p> <p>Melbourne Survey T 9869 0813</p>		<p>SURVEYOR REF: 2067s-13</p> <p>Digitally signed by: Gerald Donn (SMEC), Surveyor's Plan Version (D), 28/08/2017, SPEAR Ref: S086702A</p>		<p>ORIGINAL SHEET SIZE: A3</p> <p>PLAN REGISTERED TIME: 9:35 AM DATE: 13/12/2017 C. GROSSO Assistant Registrar of Titles</p>
			SHEET 1 OF 12	

PLAN OF SUBDIVISION

PLAN NUMBER
PS 800987L



2067S-13 VER D1.DWG MS/AE



SCALE
1:750
7.5 0 7.5 15 22.51 30.01
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 2

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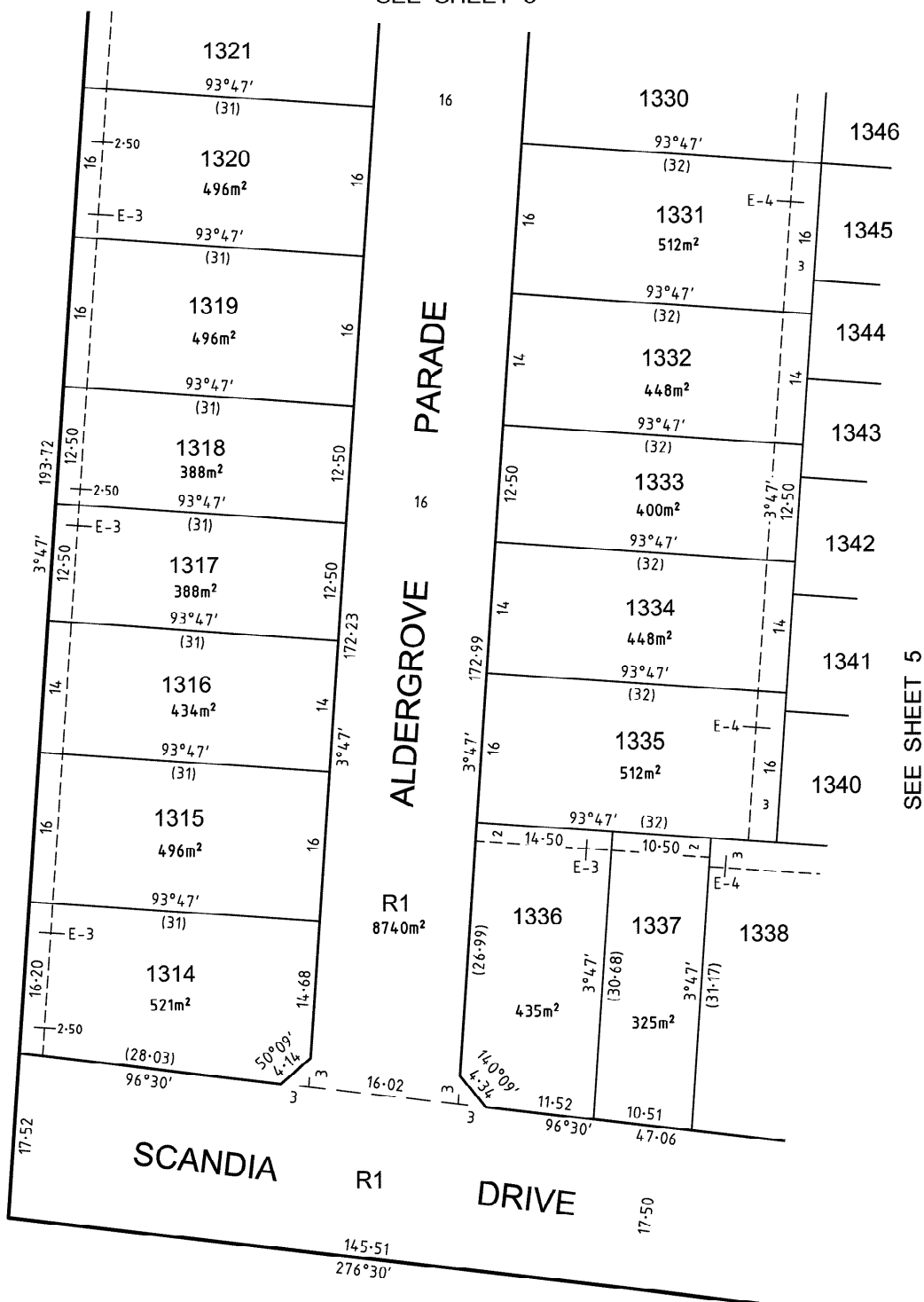
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PLAN OF SUBDIVISION

PLAN NUMBER
PS 800987L



SEE SHEET 3



2067S-13 VER D1.DWG MS/AE



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SCALE
1:500
5 0 5 10 15 20
LENGTHS ARE IN METRES

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SIZE: A3

SHEET 4

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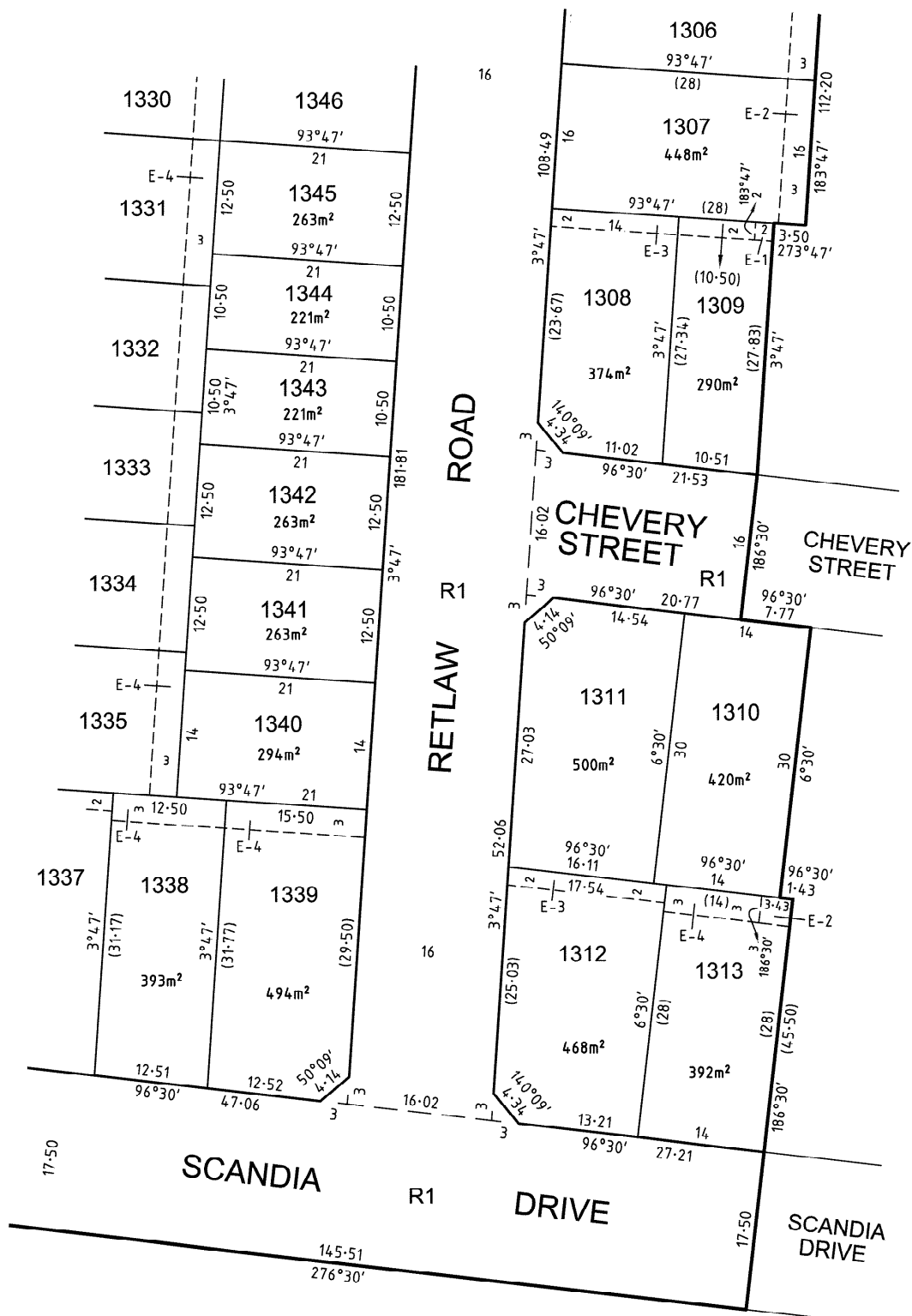
PLAN OF SUBDIVISION

PLAN NUMBER
PS 800987L

SEE SHEET 3

M.G.A. 94
ZONE 55

SEE SHEET 4



2067S-13 VER D1.DWG MS/AE



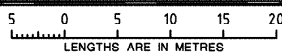
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T 9869 0813

REF

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SHEET 5

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PLAN OF SUBDIVISION

PLAN NUMBER
PS 800987L

CREATION OF RESTRICTION A

Upon registration of this plan the following restriction is to be created.

Land to Benefit: Lots in the plan.

Land to be Burdened: Lots 1301 to 1308 (Both Inclusive), 1310 to 1339 (Both Inclusive) & 1352.

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan:

- (i) Must not build or erect or allow to be built or erected any building or structure, other than a building or structure which shall be built or erected in accordance with the provisions of the Memorandum of Common Provisions (MCP) retained by the Registrar of Titles registered in Dealing No. AA3062 which Memorandum of Common Provisions is incorporated into and by this plan, unless otherwise approved in writing by Hume City Council.
- (ii) Shall not construct or allow to construct any more than one dwelling per lot.

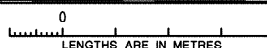
Restriction (i) shall expire ten years after the date of registration of this plan.

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SCALE



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SHEET 6

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PLAN OF SUBDIVISION

PLAN NUMBER
PS 800987L

CREATION OF RESTRICTION B

Upon registration of this plan the following restriction is to be created.

Land to Benefit: Lots in the plan.

Land to be Burdened: Lots 1309 & 1340 to 1351 (Both Inclusive).

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan:

- (i) Must not build or erect or allow to be built or erected any building or structure, other than a building or structure which shall be built or erected in accordance with the provisions of the Memorandum of Common Provisions (MCP) retained by the Registrar of Titles registered in Dealing No. AA2573 which Memorandum of Common Provisions is incorporated into and by this plan, unless otherwise approved in writing by Hume City Council.
- (ii) Shall not construct or allow to construct any more than one dwelling per lot.

Restriction (i) shall expire ten years after the date of registration of this plan.

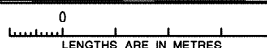
NOTE: Lots 1309 & 1340 to 1351 (Both Inclusive) with reference to MCP AA2573 are Type A lots as per Hume City Council Planning Permit P16756.

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SHEET 7

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PLAN OF SUBDIVISION

PLAN NUMBER
PS 800987L

CREATION OF RESTRICTION C

Upon registration of this plan the following restriction is to be created.

Land to Benefit: Lots in the plan.

Land to be Burdened: Lots 1301 to 1352 (Both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any lot on this plan to which the following restrictions apply shall not:

- (i) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the Lot unless:
 - (a) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Annadale Assessment Panel care of Moremac Property Group Pty Ltd, Suite 2, 860 Doncaster Road Doncaster East 3109 or such other entity as may be nominated by the Annadale Assessment Panel from time to time;
 - (b) The plans comply with the Design Guidelines, a copy of which can be obtained from the website at www.annadale.com.au and
 - (c) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans prior to the commencement of works;
- (ii) At any time erect, construct, build or cause to be erected, constructed or built on a lot:
 - (a) Any building other than one private dwelling with the usual outbuildings.
 - (b) Any building with the same front facade to that of an existing private dwelling within 5 house lots, and opposite the private dwelling and within 5 house lots, regardless of street intersections.
 - (c) Any private dwelling with a total floor area (excluding any verandah, balcony or garage) of less than:
 - (i) 120m² in the case of a lot having an area between 300m² and 450m²
 - (ii) 150m² in the case of a lot having an area between 451m² and 600m²
 - (iii) 180m² the case of a lot having an area greater than 601m²
 - (d) Any private dwelling (including garage) of which less than thirty percent (30%) of the external walls (excluding windows) is constructed of brick, brick veneer, masonry, masonry veneer or other approved texture coated material.
 - (e) Any private dwelling (including garage) upon which fascia board's trim and exposed metalwork is not colour coordinated with the dwelling house, unless approved by the Design Assessment Panel.
 - (f) Any private dwelling (including garage) with unpainted and / or untreated metalwork, unless approved by the Design Assessment Panel.
 - (g) Any private dwelling (including garage) with reflective glazing and / or tinted glass, unless approved by the Design Assessment Panel.
 - (h) Any private dwelling (including garage or carport) with a roof of other than masonry, terracotta roof tiles or other non reflective materials.
 - (i) Any private dwelling that does not allow for lock up car accommodation for at least one vehicle.
 - (j) Any open carports.
 - (k) Any garage which is constructed of materials other than materials of the same type and finish as the private dwelling on a lot;
 - (l) Any garage with roller doors or metal tray deck doors.

(CONTINUED ON SHEET 9)

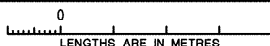
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2067s-13

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SHEET 8

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PLAN OF SUBDIVISION

PLAN NUMBER
PS 800987L

CREATION OF RESTRICTION C

Upon registration of this plan the following restriction is to be created (continued from Sheet 8).

- (iii) At any time construct or build a driveway of any material other than coloured concrete, pavers or concrete with exposed aggregate or stamped or stenciled surfacing in neutral coloured tones.
- (iv) At any time construct or build a driveway within 500mm of a side boundary.
- (v) At any time allow features to exist other than screening plants, between a driveway and a side boundary, restricted to the closest side boundary.
- (vi) Damage existing driveways, crossovers and footpaths during the construction of driveways.
- (vii) Delay the construction of driveway from the front allotment boundary to the setback of the garage for more than 90 days from the date of the issue of the Certificate of Occupancy in relation to the private dwelling constructed on the said lot.
- (viii) Delay the front landscaping to the dwelling for more than 90 days from the date of the issue of the Certificate of Occupancy in relation to the private dwelling constructed on the said lot.
- (ix) Leave incomplete building works for more than 90 days without construction being carried out, and shall not delay completion of all building works resulting in the issue of a Certificate of Occupancy, for more than 12 months.
- (x) Erect or cause to permit to be erected or remain erected any fencing upon a side or rear boundary of a lot :-
 - (a) Unless such fence is 1.8 metres in height and is constructed of double sided timber palings with exposed posts and timber capping.
 - (b) Between the front boundary and 1 metre behind the front building line.
 - (c) Constructed of steel sheeting or compressed board.
- (xi) Occupy the private dwelling unless the construction of the perimeter fencing has been completed.
- (xii) Except with prior written consent of Moremac Property Group Pty Ltd and in accordance with the Annadale Design Guidelines, commence construction of any building or landscaping works.

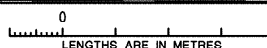
This restriction shall expire four years after the date of registration of this plan.

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SCALE



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SHEET 9

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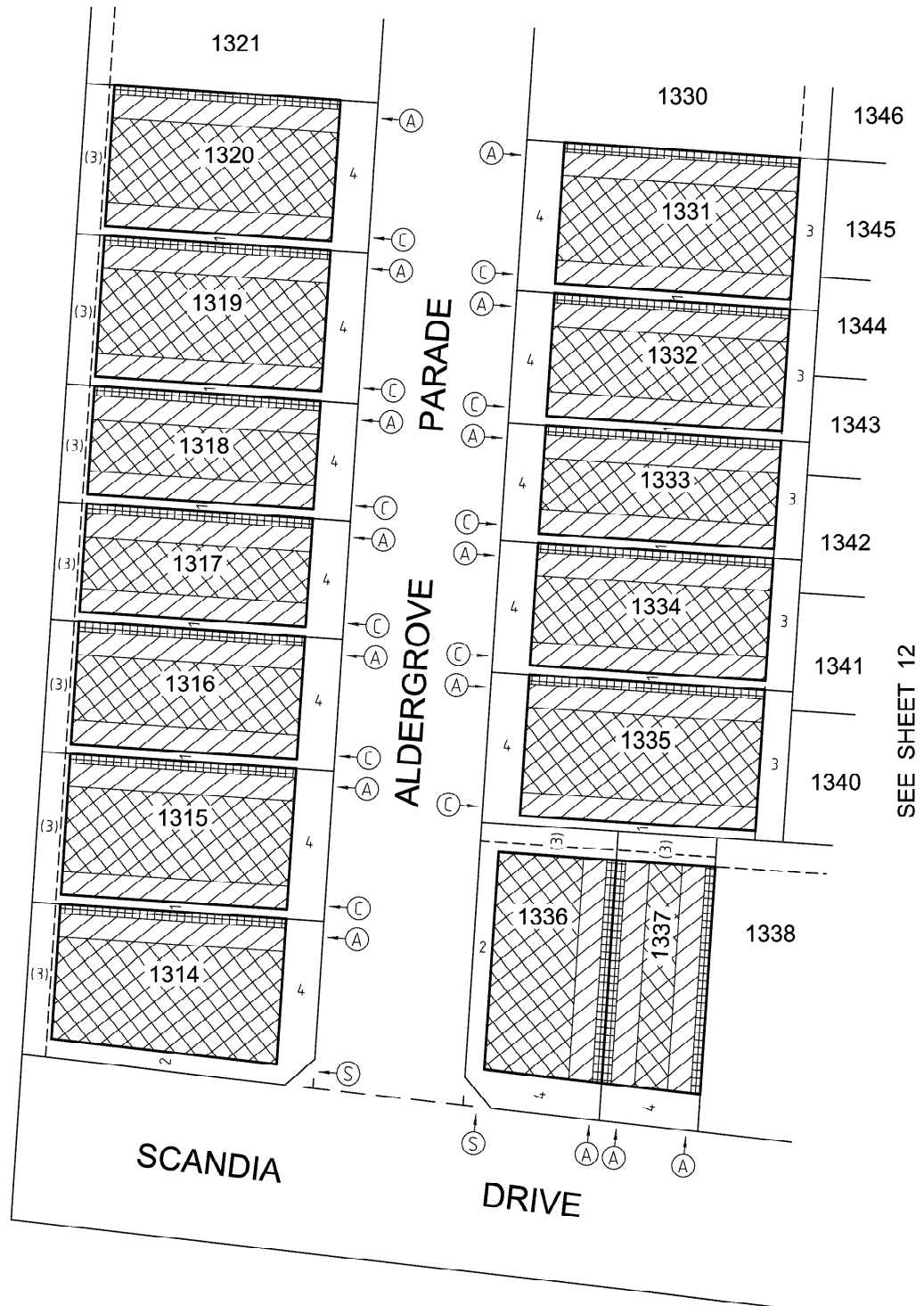
PLAN OF SUBDIVISION

PLAN NUMBER
PS 800987L

BUILDING ENVELOPE PLAN

M.G.A. 94
ZONE 55

SEE SHEET 10



EASEMENT NOTATION:
WHERE A PROFILE WHEN APPLIED COVERS AN EASEMENT, THE PORTION OF THE PROFILE WITHIN THE EASEMENT CANNOT BE CONSIDERED FOR APPROVAL/BUILT UPON. THIS MAY VARY ONLY IN THE CIRCUMSTANCES WHERE BUILDING ON THE EASEMENT RECEIVES PRIOR WRITTEN CONSENT BY THE RELEVANT SERVICE AUTHORITY.

NOTATIONS:
THE BUILDING ENVELOPES ON THIS PLAN ARE SHOWN ENCLOSED BY CONTINUOUS THICK LINES.

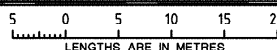
LOTS MARKED * ARE AFFECTED BY MCP AA2573 AND WITH REFERENCE TO MCP AA2573 IS A TYPE A LOT. ALL OTHER LOTS ARE AFFECTED BY MCP AA3062.

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SHEET 11

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PLAN OF SUBDIVISION

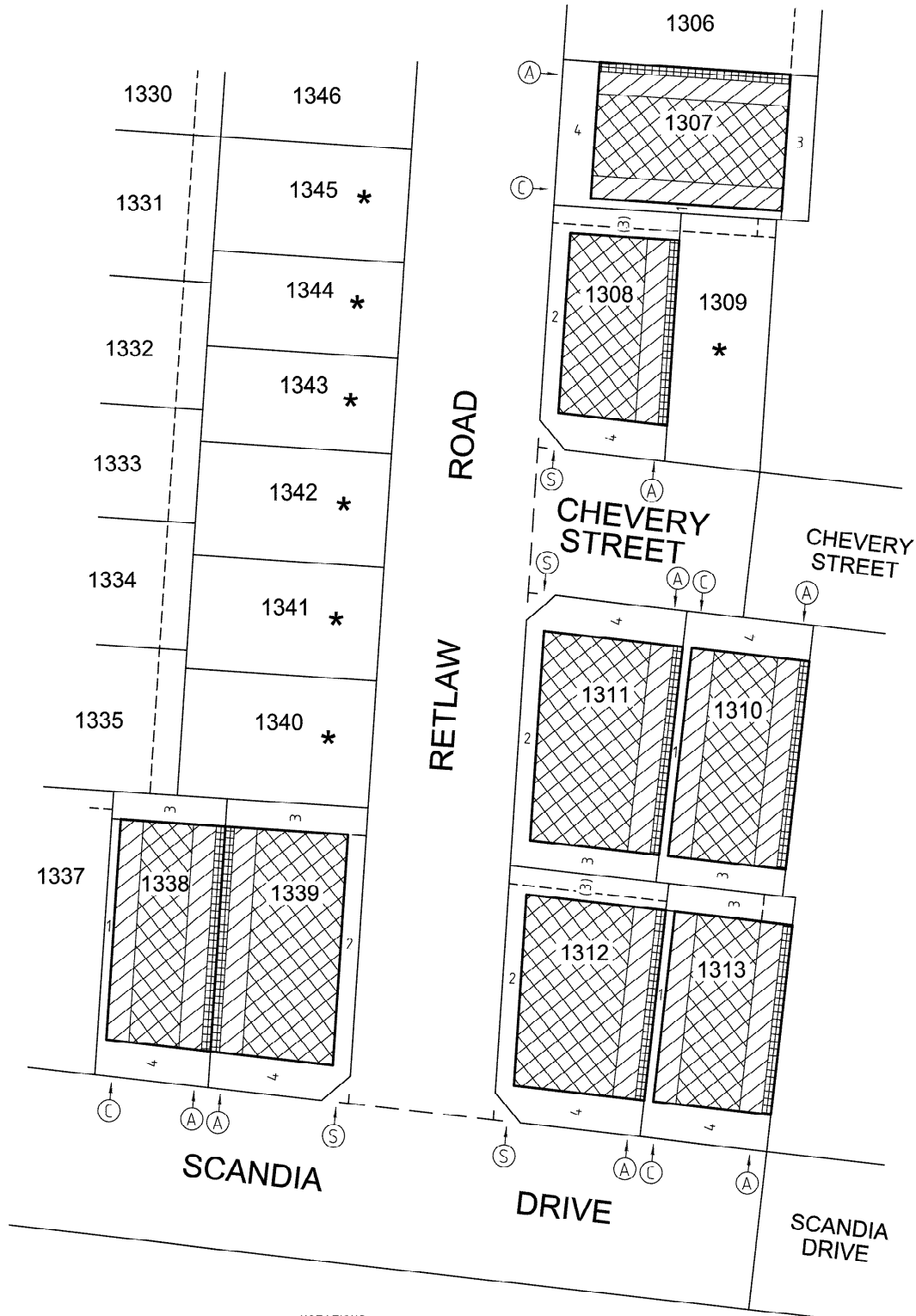
PLAN NUMBER
PS 800987L

BUILDING ENVELOPE PLAN

SEE SHEET 10

M.G.A. 94
ZONE 55

SEE SHEET 11



EASEMENT NOTATION:
WHERE A PROFILE WHEN APPLIED COVERS AN EASEMENT, THE PORTION OF THE PROFILE WITHIN THE EASEMENT CANNOT BE CONSIDERED FOR APPROVAL/BUILT UPON. THIS MAY VARY ONLY IN THE CIRCUMSTANCES WHERE BUILDING ON THE EASEMENT RECEIVES PRIOR WRITTEN CONSENT BY THE RELEVANT SERVICE AUTHORITY.

NOTATIONS:
THE BUILDING ENVELOPES ON THIS PLAN ARE SHOWN ENCLOSED BY CONTINUOUS THICK LINES.

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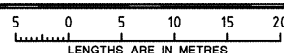
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SHEET 12

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**Transfer of land - creating an easement and/or
restrictive covenant**

Section 45 Transfer of Land Act 1958

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Lodged by **Galilee Solicitors**
Name: ABN 66 934 245 822
Phone: PO Box 4721
Address: Melbourne VIC 3001
Reference: (03) 9604 9700
Customer code: 1610P

The transferor transfers to the transferee the estate and interest specified in the land described for the consideration expressed:

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land, including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio)

11940/231

Estate and interest: (e.g. all my estate in fee simple)

ALL MY ESTATE IN FEE SIMPLE)

Consideration:

\$254,000

Transferor: (full name)

ANNADALE DEVELOPMENT PARTNERS PTY LTD (ACN 606666531)

Transferee: (full name and address, including postcode)

LAKHVIR SINGH MANNER OF HOLDINGS: SOLE PROPRIETORS OF 113 GOLF VIEW DRIVE
CRAIGIEBURN VIC 3064

Creation and/or reservation of easement and/or restrictive covenant

"THE TRANSFEE (PURCHASER) WITH THE INTENT THAT THE BENEFIT OF THIS COVENANT WILL BE ATTACHED TO AND RUN AT LAW AND IN EQUITY WITH THE WHOLE AND EVERY LOT ON PLAN OF SUBDIVISION PS800987L (PLAN) OTHER THAN THE LOT HEREBY TRANSFERRED AND THAT THE BURDEN OF THIS COVENANT WILL BE ANNEXED TO AND RUN AT LAW AND IN EQUITY WITH THE LOT HEREBY TRANSFERRED DOES HEREBY FOR ITSELF AND ITS TRANSFEREES, EXECUTORS, ADMINISTRATORS AND ASSIGNS AND AS SEPARATE COVENANTS COVENANT WITH THE

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45-2TLA

Page 1 of 6

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**Transfer of land - creating an easement and/or
restrictive covenant
Section 45 Transfer of Land Act 1958**

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TRANSFEROR AND THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF THE WHOLE AND EVERY LOT ON THE PLAN OR ANY PART OR PARTS THEREOF OTHER THAN THE LOT HEREBY TRANSFERRED, THAT THE PURCHASER AND ITS TRANSFEREES, EXECUTORS, ADMINISTRATORS AND ASSIGNS WILL NOT AT ANY TIME:

- (A) CARRY OUT OR CAUSE TO BE CARRIED OUT ON THE LOT HEREBY TRANSFERRED ANY WORKS OR ALLOW ANY WORKS TO REMAIN ON THE LOT HEREBY TRANSFERRED, UNLESS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OF THE WORKS THE DESIGN ASSESSMENT PANEL HAS APPROVED THE WORKS AND THE WORKS ARE CARRIED OUT IN ACCORDANCE WITH THE TERMS OF THAT APPROVAL;
- (B) SUBDIVIDE THE LOT HEREBY TRANSFERRED OR ALLOW THE LOT HEREBY TRANSFERRED TO BE SUBDIVIDED;
- (C) ERECT ALLOW TO BE ERECTED OR REMAIN ERECTED A RELOCATABLE HOME ON THE LOT HEREBY TRANSFERRED;
- (D) USE ANY CARAVAN PARKED ON THE LOT HEREBY TRANSFERRED AS A DWELLING HOUSE;
- (E) LEAVE THE LOT IN A STATE OF DISREPAIR, INCLUDING THE PRESENCE OF EXCESSIVE WEEDS OR RUBBISH, OR PERMIT THE DETERIORATION OF THE LOT HEREBY TRANSFERRED OR ANY IMPROVEMENTS ERECTED OR TO BE ERECTED AND WILL MAINTAIN THE LANDSCAPE TO A STANDARD OF THE LOCALITY ACCEPTABLE TO THE TRANSFEROR PROVIDED THAT THE TRANSFEROR WILL NOT ACT CAPRICIOUSLY IN DETERMINING THE STANDARD OF ACCEPTANCE;
- (F) WITHOUT THE CONSENT OF THE DESIGN ASSESSMENT PANEL, ERECT, CAUSE OR PERMIT TO BE ERECTED OR REMAIN ON THE LOT ANY TEMPORARY, RELOCATABLE BUILDINGS OR STRUCTURES INCLUDING STOREROOMS, GARDEN SHEDS, PERGOLAS, SWIMMING POOLS AND SPAS UNLESS FOR USE IN CONNECTION WITH THE BUILDING OF THE DWELLING HOUSE;
- (G) COMMENCE CONSTRUCTION OR PERMIT THE CONSTRUCTION OF THE DWELLING HOUSE TO BE COMMENCED UNLESS THE BUILDER AND ALL THE TRADESMEN ENGAGED IN SUCH CONSTRUCTION KEEP THE LAND HEREBY TRANSFERRED FREE OF ALL UNNECESSARY RUBBISH AND WASTE MATERIAL AND KEEP ON THE LAND TRANSFERRED AND UTILISE A BUILDER'S CAGE;
- (H) WITHOUT PRIOR WRITTEN CONSENT OF THE TRANSFEROR USE THE LAND HEREBY TRANSFERRED FOR THE PURPOSE ASSOCIATED WITH THE SALES AND MARKETING OF HOUSES OR AS A DISPLAY HOME;
- (I) FOR A PERIOD OF 4 YEARS FROM THE DATE OF REGISTRATION BY THE REGISTRAR OF TITLES

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Page 2 of 6

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**Transfer of land - creating an easement and/or
restrictive covenant
Section 45 Transfer of Land Act 1958**

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OF THE PLAN THAT CREATE TITLE TO THE LAND HEREBY TRANSFERRED ERECT OR PERMIT TO BE ERECTED MORE THAN ONE ADVERTISING SIGN FOR RESALE OF A LOT ON ANY LOT;

(J) CARRY OUT OR CAUSE TO BE CARRIED OUT ANY DISMANTLING, ASSEMBLING, REPAIRS OR RESTORATIONS OF COMMERCIAL VEHICLES ON THE LAND HEREBY TRANSFERRED UNLESS CARRIED OUT AT THE REAR OF A DWELLING HOUSE ON THE LAND HEREBY TRANSFERRED IN A LOCATION WHICH IS SCREENED FROM PUBLIC VIEW;

AND THIS COVENANT WILL APPEAR IN THE CERTIFICATE OF TITLE AND FOLIO OF THE REGISTER TO BE ISSUED BY THE LAND TITLES OFFICE FOR THE SAID LAND AND RUN WITH THE LAND.

THIS COVENANT WILL CEASE TO HAVE EFFECT ON THE EARLIER OF:

(A) THREE YEARS AFTER THE DATE OF COMPLETION OF THE WHOLE OF THE DEVELOPMENT (AS CERTIFIED BY THE TRANSFEROR OR ANY PERSON NOMINATED BY THE TRANSFEROR IN WRITING TO PROVIDE THAT CERTIFICATION); AND

(B) TEN YEARS AFTER THE DATE OF THIS COVENANT.

IN THIS COVENANT, THE FOLLOWING TERMS HAVE THE MEANINGS SET OUT BELOW:
DESIGN GUIDELINES MEANS THE DESIGN GUIDELINES SPECIFIED BY THE DESIGN ASSESSMENT PANEL FROM TIME TO TIME AS BEING APPLICABLE TO THE PROPERTY.

DESIGN ASSESSMENT PANEL MEANS THE PANEL OF THAT NAME APPOINTED BY THE TRANSFEROR (OR BY ANY PERSON NOMINATED IN WRITING BY THE TRANSFEROR AS BEING ENTITLED TO MAKE THAT APPOINTMENT) FROM TIME TO TIME.

DEVELOPMENT MEANS THE RESIDENTIAL HOUSING DEVELOPMENT TO BE CARRIED OUT ON THE LAND ORIGINALLY COMPRISED IN THE PARENT TITLES BY THE TRANSFEROR OR THE TRANSFEROR'S SUCCESSORS AS DEVELOPER OF THAT LAND.

PARENT TITLE MEANS THE LAND WHICH WAS COMPRISED IN CERTIFICATE OF TITLE VOLUME 9829 FOLIO 357 PRIOR TO ANY SUBDIVISION OF THAT TITLE.

TRANSFEROR MEANS ANNADALE DEVELOPMENT PARTNERS PTY LTD ACN 606 666 531.

VEGETATION INCLUDES GRASS, LAWN, GARDEN, TREES, SHRUBS, PLANTS AND FLOWERS.

WORKS MEANS:

35271702A

45-2TLA

Page 3 of 6

THE BACK OF THIS FORM MUST NOT BE USED

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

AQ710083Y

**Transfer of land - creating an easement and/or
restrictive covenant**

Section 45 Transfer of Land Act 1958

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.

(A) CONSTRUCTION OF OR ERECTION OF OR ALTERATION TO BUILDINGS, FENCES, SIGNS OR OTHER IMPROVEMENTS OR STRUCTURES;

(B) CHANGING THE EXTERNAL APPEARANCE OF ANY BUILDING, FENCE, SIGN OR OTHER IMPROVEMENT INCLUDING BY PAINTING, RENDERING OR ANY APPLICATION TO THE SURFACE; AND

(C) PLANTING OR REMOVAL OF VEGETATION;

BUT DOES NOT INCLUDE:

(D) INTERNAL CHANGES TO A PREVIOUSLY CONSTRUCTED BUILDING WHERE THE EXTERNAL APPEARANCE OF THE BUILDING IS NOT AFFECTED; OR

(E) CHANGES TO VEGETATION, SO LONG AS THE DESIGN GUIDELINES ARE COMPLIED WITH."

Signing:

35271702A

45-2TLA

Page 4 of 6

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**Transfer of land - creating an easement and/or
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Certifications

- 1.The Certifier has taken reasonable steps to verify the identity of the applicant.
- 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

Signer Name PRIYANTHI DE SILVA
Signer Organisation PMP CONVEYANCING SERVICES PTY LTD
Signer Role LICENSED CONVEYANCER

Signature



Execution Date

08/01/2018

35271702A

45-2TLA

Page 6 of 6

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AQ710083Y

Annexure Page

Transfer of Land Act 1958

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

This is page 1 of Form T2 dated

between **Annadale Development Partners Pty Ltd**

and

Signatures of the Parties

Certifications

1. The Certifier has taken reasonable steps to verify the identity of the applicant.
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 the relevant legislation and any Prescribed Requirement.

Executed on behalf of ANNADALE DEVELOPMENT PARTNERS PTY LTD
Signer Name MICHAEL MAMMEN
Signer Organisation HWL EBSWORTH
Signer Role AUSTRALIAN LEGAL PRACTITIONER

Signature



Execution Date

28/12/17

13111308A

A1

1. If there is insufficient space to accommodate the required information in a panel of the attached form insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading.
2. The approved Annexure Pages must be properly identified and signed by the parties to the attached form to which it is annexed.
3. All pages must be attached together by being stapled in the top left corner

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000. Phone: 8636-2010

Property Report from www.land.vic.gov.au on 14 February 2018 11:50 AM

Address: 51 ALDERGROVE PARADE MICKLEHAM 3064

Lot and Plan Number: Lot 1330 PS800987

Standard Parcel Identifier (SPI): 1330\PS800987

Local Government (Council): HUME **Council Property Number:** 719408

Directory Reference: Melway 366 B5

This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

State Electorates

Legislative Council: NORTHERN METROPOLITAN

Legislative Assembly: YUROKE

Utilities

Rural Water Business: Southern Rural Water

Metro Water Business: Yarra Valley Water Ltd

Melbourne Water: inside drainage boundary

Power Distributor: JEMENA (Information about [choosing an electricity retailer](#))

Planning Zone Summary

Planning Zone: URBAN GROWTH ZONE (UGZ)

URBAN GROWTH ZONE - SCHEDULE 4 (UGZ4)

Planning Overlay: DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 4 (DCPO4)

Planning scheme data last updated on 7 February 2018.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State, local, particular and general provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the Planning & Environment Act 1987.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to [Titles and Property Certificates](#)

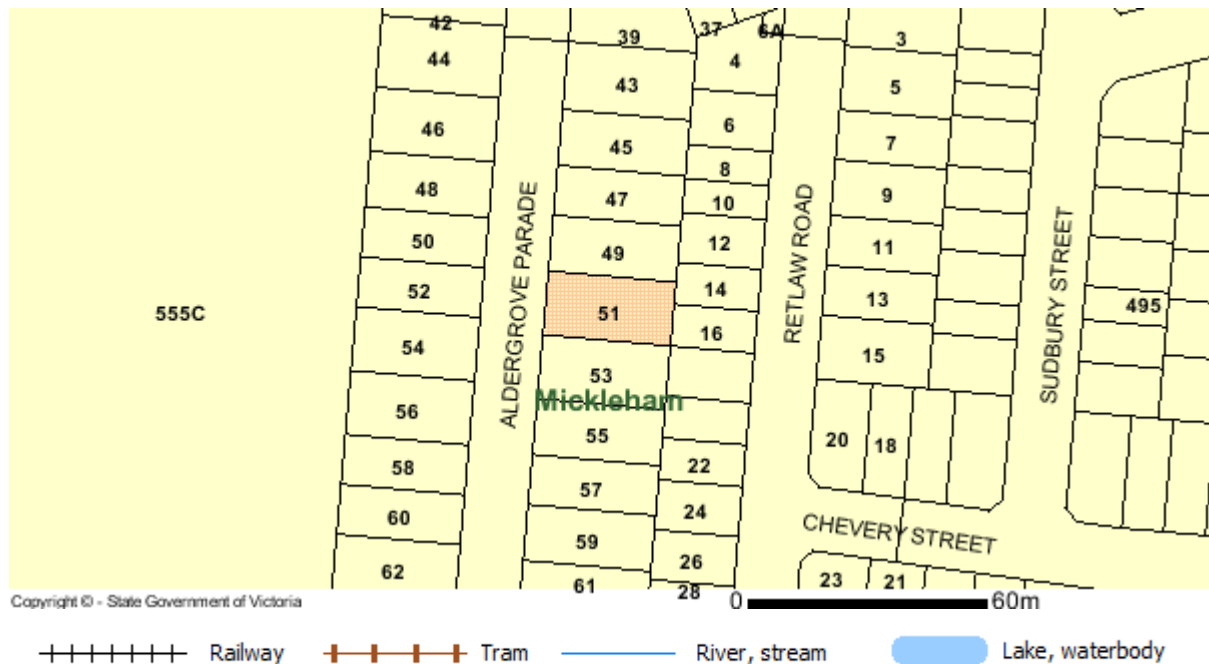
The Planning Property Report includes separate maps of zones and overlays

For details of surrounding properties, use this service to get the Reports for properties of interest

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)

For other information about planning in Victoria visit www.planning.vic.gov.au

Area Map



Designated Bushfire Prone Areas

from www.planning.vic.gov.au on 14 February 2018 02:26 PM

Address: 51 ALDERGROVE PARADE MICKLEHAM 3064

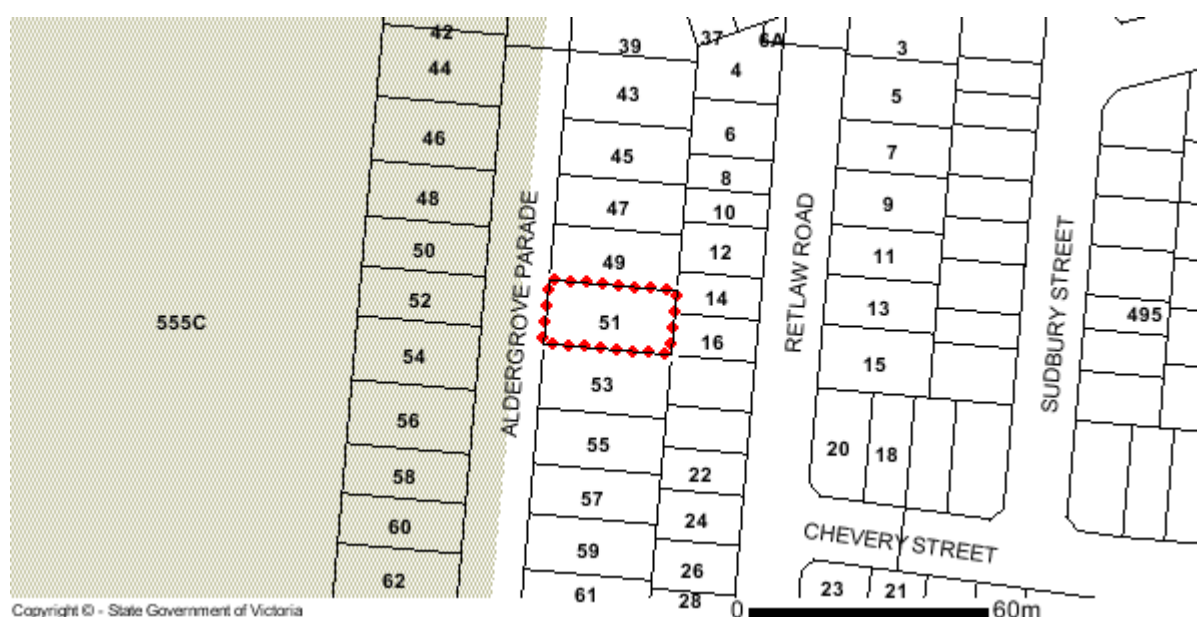
Lot and Plan Number: Lot 1330 PS800987

Local Government (Council): HUME **Council Property Number:** 719408

Directory Reference: Melway 366 B5

**This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.**

Designated Bushfire Prone Area Map



Bushfire Prone Area Legend

- Bushfire Prone Area
- Selected Land
- Railway
- Tram
- River, stream
- Lake, waterbody

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011, as amended by gazette notices on 25 October 2012, 8 August 2013, 30 December 2013, 3 June 2014, 22 October 2014, 29 August 2015, 21 April 2016, 18 October 2016, 2 June 2017 and 6 November 2017.

The Building Interim Regulations 2017 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed via the Bushfire Prone Areas Map Service at <http://services.land.vic.gov.au/maps/bushfire.jsp> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit [Planning Schemes Online](#)

For Planning Scheme Provisions for this property return to the GetReports list and select the Planning Property Report.

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Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32(2)(dc) of the Sale of Land 1962 (Vic).



Annadale

MICKLEHAM

YOUR PLACE TO *PROSPER.*



ARTIST IMPRESSION

Design Guidelines

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Overview

Annadale

Choose the space to be and discover your future, in a stunning development where community and nature merge within the magical Mount Ridley Woodlands.

Located in Melbourne's North-West growth corridor and just 30km from the CBD, Annadale offers the freedom of space, a sense of place and the opportunity to turn your dream lifestyle into your enviable real life. Comprised of over 1000 allotments, the estate is designed to embrace the landscape, with walking and cycle paths weaved throughout and nature trails that lead on beyond into the beautiful Woodlands.

Here, set across the road from the future Mickleham Town Centre and within close proximity to existing amenities at Craigieburn, you'll find peace, fresh air and a place to call home. A place where families are raised, children are schooled at the on-site Primary School and where time can be enjoyed in the parks and playgrounds, BBQ spots and wide-open spaces.

Objectives of the masterplan and design guidelines

These design essentials are a supplement to the Annadale masterplan. The masterplan shows how the community will be laid out.

It illustrates:

- Location and character of open space areas
- Orientation of allotments to maximise their solar access and street appeal

The masterplan has been designed to create a special environment that will best realise the vision for Annadale.



Purpose of these guidelines

The Design Guidelines have been created to assist Purchasers at Annadale realise their dream home whilst maintaining the natural environment of the estate and enhancing the overall character of the community.

The Guidelines aim to:

- Encourage a variety of housing styles that are in harmony with each other and the streetscape
- Promote a modern Australian architectural style
- Provide a high level of presentation to the neighbourhood
- Protect the amenity of Annadale

The Guidelines also apply to your neighbours, which means that the buildings at Annadale will be of a consistently high standard.

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

Gaining approval

The Design Assessment Panel (DAP) reserves the right to assert their discretion to vary or waive any of its requirements (including the request for a purchaser to make changes to plans and specifications) as set out in the Design Guidelines.

If there is a discrepancy between the Design Guidelines and other controlling documents, the ranking of priority will be as follows:

1. Memorandum of Common Provisions (as per sales contract)
2. Restrictive Covenant (as per sales contract)
3. Special Conditions (as per sales contract)
4. Design Guidelines

Approval is required from the DAP for the construction of new houses, garages, fences and any other structures on any allotment within Annadale before work can commence.

You must obtain the prior approval from the Vendor for your building plans up to a period of 4 years from the date of the title release of your particular allotment and relevant stage.

All applications for Design Approval must have proof of a minimum 5 Star Energy Rating. The design approach and siting of your home can influence the energy efficiency of your dwelling and achieve considerable savings to your energy bills, making for a more comfortable home environment.

To obtain the Developer's approval you must forward 2 legible A3 copies of the following documents for approval to:

Sue Baker

Suite 212, Level 2,
134 Cambridge Street
Collingwood VIC 3066

Documents required for approval include:

- House floor plans including roof plan
- Elevation from four sides including building heights, roof forms and pitches
- Site plan detailing setbacks from all boundaries and including details of fences, outbuildings and other ancillary structures
- All drawings must be to a conventional scale and contain a north point
- Schedule of external materials and colours
- Retaining wall details (where applicable) and nature of materials used
- If the house design does not comply with the current minimum standard, as detailed by the Sustainable Energy Authority of Victoria, then you must supply an Energy Rating Assessment
- Any other relevant information regarding the application for design approval, whether drawn or scheduled, to allow complete assessment of the documents against the criteria as set out in the Guidelines.

While these guidelines are consistent, there are a number of standards not covered by the Design Guidelines that must be complied with. Purchasers are encouraged to make their own enquiries with regard to the Building Regulations and ResCode to ensure that they comply with both.

The design of a dwelling on a lot measuring less than 300m² must meet the requirements of the "Small Lot Housing Code, 29 February 2012" (Incorporated Document of the Hume Planning Scheme).

The final decision of all aspects of The Design Guidelines and Restrictive Covenants is at the discretion of the DAP.

The Design Assessment Panel will assess all designs and either provide a notice of approval or specify how the design does not conform with the Guidelines.

Designs that substantially comply with the guidelines may be given a notice of approval with conditions requiring the rectification of minor deviations. In any case the DAP may make suggestions intended to improve the design.

The DAP will use its best endeavours to assess proposals in the shortest possible time and generally within 14 business days of receipt of a fully completed application.

The Vendor reserves the right to request further information. No recourse for any vendors against any other designs as approved by the developer or developers' representative.

In addition to seeking the approval of the DAP, you must obtain the approval of the building plans from the local council or relevant Building Surveyor and any other relevant authority.

Siting & Orientation

Front setbacks

A front boundary is deemed to be the side of the lot which fronts the street. ResCode and Annadale Design Guidelines require minimum front boundary setbacks determined by the full size of the lot, which are as follows:

- Front setbacks for dwellings on lots less than 300m² must comply with the Small Lot Housing Code
- The front setback is to be a minimum of 4 metres and maximum of 4.5 metres from the front boundary for lots between 300m² to 450m²
- The front setback is to be a minimum of 4 metres and maximum of 5 metres from the front boundary for lots between 451m² to 600m²
- The front setback is to be a minimum of 4 metres and maximum of 5.5 metres from the front boundary for lots greater than 601m²
- The side setbacks of corner lots must comply with ResCode



Lot size (m ²)	Minimum floor area	Front setback
Lots less than 300m ²	Subject to requirements of the Small Lot Housing Code.	Subject to requirements of the Small Lot Housing Code.
300m ² - 450m ²	120m ² (12.91sq)	A minimum of 4m and a maximum of 4.5m of the front boundary.
451m ² - 600m ²	150m ² (16.14sq)	A minimum of 4m and a maximum of 5m of the front boundary.
601m ² or greater	180m ² (19.37sq)	A minimum of 4m and a maximum of 5.5m of the front boundary.

In some cases, if specified on the plan of subdivision or MCP, varied side or front setbacks may apply.

House orientation

The front of a house must face the main street and the entrance should be easily identifiable from the street.

Consideration should be given to the orientation of the house to maximise solar efficiency.



Dwelling Design

Dwelling articulation

Purchasers are encouraged to integrate a well articulated façade into the design of their home.

The incorporation of articulation to the façade of a house enhances the visual appeal and will be consistent with the overall look of the Annadale community.



Identical façade assessment

Two dwellings of the same front façade shall not be built within 5 house lots from the subject lot. This includes lots to either side, opposite and encompassing other street frontages where applicable.



Approved Façade

1

2

3

4

5

(First application received by assessment panel)

Dwelling size

Erect, cause or permit to be erected or remain on the lot more than one dwelling. Erect, cause or permit to be erected or remain on the lot a dwelling (excluding garages, balconies and verandahs) other than a minimum size of:

- 120m² for lots less than 450m²
- 150m² on lots 451m² to 600m²
- 180m² on lots greater than 601m²
- Duplex lots and lots under 300m² are excluded

Building materials & colour palette

Erect cause or permit to be erected remain on the lot a dwelling or other structure other than a dwelling or structure with external walls constructed of materials which include no less than 30% of brick, brick/masonry veneer or other approved texture coated material.

Other considerations:

- Fascia board's trim and exposed metalwork must be colour coordinated with the dwelling
- Unpainted and/or untreated metalwork is not permitted unless approved by the Design Assessment Panel
- Reflective glazing and excessively tinted glass is not permitted

Roof materials & pitch

The roof must be laid with masonry, terracotta roof tiles or other non-reflective material. A minimum roof pitch has not been specified in order to encourage diversity in the design of roof lines.

Setbacks from front boundary

Lot size (m ²)	Minimum floor area	Front setback
300m ² or less	Subject to requirements of the Small Lot Housing Code.	Subject to requirements of the Small Lot Housing Code.
300m ² – 450m ²	120m ² (12.91sq)	A minimum of 4m and a maximum of 4.5m of the front boundary.
451m ² – 600m ²	150m ² (16.14sq)	A minimum of 4m and a maximum of 5m of the front boundary.
Greater than 601m ²	180m ² (19.37sq)	A minimum of 4m and a maximum of 5.5m of the front boundary.

Driveways

Driveways from the front allotment boundary to the setback of the garage must be fully constructed within 3 months of the issue of the Occupancy Permit.

Driveways must be constructed of one of the following materials:

- Pavers
- Coloured concrete
- Concrete with exposed aggregate
- Stamped or stencilled surfacing (in neutral colour tones)
- Fixed granular
- Asphalt

There should be at least 500mm of screen planting between driveways and side boundaries.

Existing driveways, crossovers and footpaths must not be damaged or removed during construction of driveways. Any reinstatement will be at the property owners' expense.

Details of the proposed driveway must be submitted to the DAP for review. The final decision will be at the discretion of the panel.



Garages & carports

In order to maintain a consistent streetscape, the garage of a dwelling must be setback 5 metres from the main street frontage.

To avoid garage dominance, the garage should be integrated into the house structure and have lock up doors to all street frontages. Preferably, the garage should be set behind the house frontage.

The design of your home must allow for lock up car accommodation. Covered accommodation for at least one vehicle must be provided. This must be in the form of a garage which is either located under the main roof of the dwelling or detached. Open carports are not permitted.

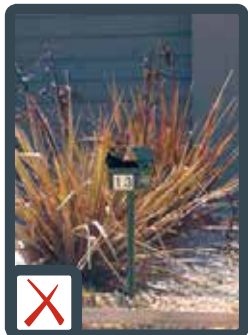
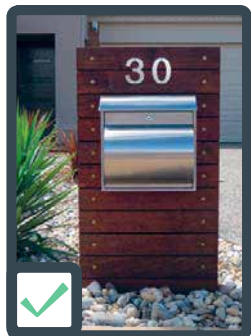
Other considerations include:

- Garage doors must match or complement the external walls of the dwelling
- Roller doors and metal tray decks are prohibited
- Three car garages will be assessed on their merits by the DAP
- Detached garages shall be designed to complement the main dwelling by utilising similar walls, windows, roof forms, colours and materials
- Side garage boundary walls facing the front boundary are not permitted unless treated with windows that complement the front façade.

Dwelling Design

Letter boxes

Letter boxes must be incorporated within the fence design. If there is no fence, the design of the letterbox must complement the dwelling by using the same materials and colours.



Fencing

Front fencing

In an effort to encourage natural diversity in the presentation of the Annadale community, there are no requirements for the inclusion of front fencing in the design of a dwelling.

If a front fence is to be incorporated into the design of the dwelling, the following considerations apply:

- The colour and material choice must complement the dwelling
- Fence must have a minimum of 35% transparency
- Lots measuring less than 300m² must comply with the fencing requirements of the Small Lot Housing Code

All applications for front fencing must be submitted to the DAP.



Side fencing

Fences between lots must be constructed of timber, with timber capping and exposed posts and double-sided paling. All perimeter fencing must be completed prior to occupation of the dwelling.

Other considerations include:

- Side and boundary fences must be 1.8 metres in height above the natural ground level of the allotment and shall finish 1.0 metres behind the front building line to enhance the front façade. In relation to the service side of the house, the fence shall have a return to the house
- Use of sheet steel or compressed board for fencing will not be permitted
- The owner is solely responsible for the maintenance or replacement of fencing between an allotment and any adjoining screening to a reserve or recreation reserve
- If an allotment already has a fence or wall being part of a fence or wall erected by the Developer, the owner must maintain this fence and keep it in good condition. The owner must not remove, damage or disfigure this fence
- All perimeter fencing must be completed prior to occupation of the dwelling
- Side fencing for lots less than 300m² must comply with the fencing requirements of the Small Lot Housing Code

Please note: the detail of all fencing is to be included on your plans when submitted to the DAP.



Additional Buildings, Plumbing, Ancillary Structures

All additions and extensions to the dwelling, including outbuildings and other ancillary structures, which will be visible to the public must be approved by the DAP in the same manner as the building application. This includes, but is not limited to: pergolas, verandahs and garden sheds.

General considerations include:

- The design, appearance and external colours and materials of all outbuildings should be aesthetically integrated with the house
- Untreated and/or unfinished surfaces must not be used. Reflective materials such as galvanised iron and aluminium are prohibited
- Fibre-cement sheeting may be permitted if finished in either a textured or rendered surface

Plumbing

External plumbing must be positioned away from public view.

Rainwater harvesting tanks

The decision to install a rainwater harvesting tank is at the discretion of the resident and not mandatory under the Design Guidelines. However, if a rainwater harvesting tank is included in the home design the following conditions should be met:

- Tank should hold a minimum of 3,000 litres
- The tank should be positioned so that it is not visible to the public
- Material and colour of the tank must be complementary to the dwelling

Solar heating panels

Solar heating panels shall be located on roof panes where they are, preferably, not visible to public areas.

Where solar panels are positioned in visible areas an application must be made to the DAP. The DAP will take into consideration the application based on the merits, scale, form and colour.

Solar collector panels should follow the roof pitch and not on a separate elevated frame. Where the solar panels are connected to hot water storage tanks, these tanks should be detached and concealed from public view.



Air conditioner units

Air conditioners or part thereof must be located such that they cannot be viewed from the public area of the streetscape. If roof mounted they must also be of low profile, located below the ridgeline and coloured to match the roof.



Satellite dishes & TV antennae

External TV antennae and other aerials must be unobtrusive and located towards the rear of the dwelling. Satellite dishes will only be approved if they are positioned out of public view.

Garden shed

Consideration should be given to the position of any garden shed with regard to the potential impact created and the potential loss of visual amenity of your neighbours. As such, if it is deemed prudent by the DAP to provide screening to the adjoining boundary fences then this should be implemented.

Commercial vehicles

Commercial vehicles, including utility trucks and vans, must be accommodated within a garage and must not be visible from the street.

Caravans and temporary living structures

No caravan or other temporary living shelter of any kind may be erected on the lot.

Spa

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

Landscaping

Front landscaping

Front landscaping to the dwelling must be completed within 90 days from the issue of an Occupancy Permit.

Flora

We encourage native gardens with indigenous plants as generally they require less water and maintenance.



Retaining walls

Retaining walls must not exceed 1.2m in height unless they are terraced or sloped back to allow for landscaping to break up the overall height of the wall. Timber sleeper retaining walls are not permitted where their height exceeds 200mm and are visible from the street or reserve.



General Dwelling Information

Timing of works

Incomplete building works must not be left for more than three months without construction being carried out, and all building works must be completed (including issue of the certificate of occupancy) within twelve months of commencement.

Maintenance of property (including nature strip)

At all times, including during the pre-construction and construction period, the purchaser must not allow any rubbish to accumulate on an allotment (unless the rubbish is neatly stored in a suitably sized industrial bin or skip) or allow excessive growth of grass or weeds upon the allotments.

The purchaser shall comply with any request of the developer to clean up such materials, and if the Purchaser does not comply within 14 days of receiving a written notice from the Developer then the Purchaser shall be liable to reimburse the developer all costs, including administration costs incurred in the removal of such materials.

Once the house is constructed, it will be the responsibility of the purchaser to maintain the nature strip to the front of the property. Hume City Council undertakes routine maintenance audits. If the auditor deems a nature strip unkempt they will issue a notice and potentially a fine.

Screening

Consideration should be given to the storage of equipment and machinery (including items such as lawn mowers, rubbish disposal containers and water services) so they are not visible to the public.

Clothes lines

Clothes lines must not be visible to public areas.

Signage

The following instructions must be followed in relation to signage on the lot:

- No signs, including “For Sale” signs may be erected by the Purchaser other than a “Home for Sale” sign which may be erected after completion of construction of a dwelling
- A builders sign, to a maximum size of 600mm x 600mm, may be displayed on the lot where required during the construction period. These signs must be removed once the property is sold
- Only 1 advertising sign is permitted on a dwelling at any one time

Aluminium roller shutters

Aluminium roller shutters are prohibited on any dwelling where they will be in public view.

Shutters may be installed to the rear or sides of a dwelling, providing these areas are concealed from public view.

National Broadband Network

The Federal Government NBN roll-out proposal will provide Australian homes with access to improved broadband services.

The NBN will be available to all dwellings at Annadale. If you want NBN connectivity in your new home, your home builder will need to know in advance.

It is important to discuss with your home builder the services you would like made available to your new home. Your home builder will be able to assist you in planning the appropriate number of ports and advise which locations in your home will be the most suitable.

In instances where the NBN services are not yet available, Telstra will be required to provide standard telephone services to Australians living in all new developments in which retail services are not offered by another service provider, as part of their Universal Service Obligation.

Whilst it is not currently mandatory to allow for NBN connectivity when building your new home, it is important to note that eventually all homes will be required to be connected to NBN and costs will be incurred.

For more information on NBN visit:
www.nbnco.com.au or call 1800 881 816

Class A recycled water

Class A recycled water connections will be available to all residents of Annadale providing recycled water for gardens, washing cars and for non-potable purposes.

Under Yarra Valley Water guidelines, new homes must, at a minimum, have a recycled water tap in the laundry which is suitable for a washing machine to connect to. This tap will be located next to the cold and hot potable water taps, allowing you to decide whether you will use recycled water or potable for clothes washing.

It is important that you inform your builder of this requirement or you may face extra costs to install this service after your home has been constructed.

Appendix

Application form

Approval is required from the Design Assessment Panel for the construction of new houses, garages, carports and fences facing primary streets or parks.

Documentation required to be submitted for approval to Annadale Design Assessment Panel by mail or email.

Applications can only be assessed if all information (outlined below) is supplied. No facsimile submissions will be accepted. The Vendor reserves the right to request further information from the Purchaser.

It is the responsibility of the owner/s to ensure that the proposed building works comply with overshadowing and overlooking provisions as stated by local council and state government requirements (e.g. ResCode).

Submission checklist

Please submit 2 copies of the following documentation:

- ☐ Site plan (min scale 1:200) indicating setback dimensions for all buildings, total footprint and floor areas, vehicle crossover, driveway and building envelope (provide in A3 format).
- ☐ Floor plans (min scale 1:100) showing key dimensions, window positions and roof plan (provide in A3 format).
- ☐ All Elevations (min scale 1:100) indicating building heights, roof pitch, eaves depth, schedule of all external finishes and colours and all external building equipment, for example garden sheds, pergolas, BBQ areas (provide in A3 format).
- ☐ Fence design drawings, where relevant, showing location, height, materials and colour (provide in A3 format).
- ☐ Schedule of external colours and materials.
- ☐ An Energy Rating Assessment, if the house design does not comply with the energy efficiency standard minimum of 4 Stars.

All drawings should be to a conventional scale and all plans should contain a north point. The DAP will endeavour to assess proposals within the shortest possible period of time. The review process generally takes within 10 working days of receipt of application, providing all above documentation has been provided.

PERSONAL DETAILS

Lot number:

Owner/s name:

Mailing address:

Main contact number:

Secondary contact number:

Email address:

BUILDER DETAILS

Builder company name:

Builder contact/consultant name:

Mailing address:

Contact number:

Email address:

Submissions should be addressed to:

Sue Baker

Suite 212, Level 2,
134 Cambridge Street
Collingwood VIC 3066

Alternatively, applications may be submitted to the following email address:

sbaker@louischiodo.com.au



Annadale

MICKLEHAM

YOUR PLACE TO *PROSPER.*





YOUR PLACE TO *PROSPER.*

Phone 9825 4474
annadale.com.au

Contact our Estate Manager:
Edward Seychell 0467 999 962



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