



# taylors quarter

**DEVELOPMENT VICTORIA USE ONLY - DO NOT COMPLETE**

**CONTRACT OF SALE OF REAL ESTATE**

LOT ,

**TAYLORS QUARTER – STAGE 2**

**DAY OF SALE**

/ /

(Acceptance Date)

**CONDITIONAL ON FINANCE**

**APPROVAL DATE (if applicable)**

/ /

**CONDITIONAL ON OTHER**

**Private**  **Builder (DBU No:)**

**Margin**  **GST Full**



## DEVELOPMENT VICTORIA

Development Victoria  
Level 9, 8 Exhibition Street  
Melbourne Vic 3000  
Phone: (03) 8317 3400

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## CONTRACT OF SALE OF REAL ESTATE

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
- \* Vendor's Statement

and in that order of priority.

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

### SIGNING OF THIS CONTRACT

**WARNING: THIS IS A LEGALLY BINDING AGREEMENT.**

**YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.**

Purchasers should ensure that prior to signing this contract, they have received a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

Refer to signature page for execution

### IMPORTANT NOTICE TO PURCHASER

**Cooling-off period  
1962**

**Section 31 Sale of Land Act**

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

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

- you bought the property at or within 3 clear business days before or after a publicly advertised auction;
- the property is used 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.

### IMPORTANT NOTICE TO THE PURCHASER

Subject to the limit set by section 9AA(1)(b) of the Sale of Land Act 1962 (Vic.), The Purchaser may negotiate with the Vendor about the amount of deposit moneys payable under this Contract up to and including (but not exceeding) an amount equal to 10% of the purchase price of the Lot.

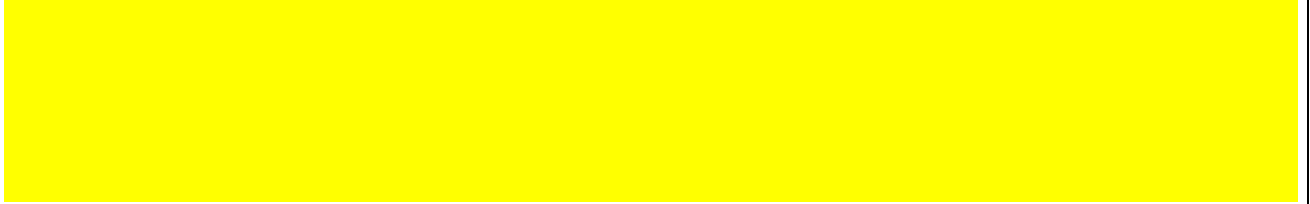
- A substantial period of time may elapse between the day on which the Purchaser signs this Contract and the day on which the Purchaser becomes the registered proprietor of the Lot.
- The value of the Lot may change between the day on which the Purchaser signs this Contract and the day on which the Purchaser becomes the registered proprietor of the Lot.

**Parties**

**Development Victoria ABN 61 868 774 623**  
Level 9, 8 Exhibition Street, Melbourne Vic 3000

(the **Vendor**)

**and**



(the **Purchaser**)

Purchaser's tax file number or ABN:

**The parties agree**

The Vendor sells and the Purchaser buys the Land for the Price and on and subject to the terms set out in the Particulars of Sale and the conditions of sale contained in this Contract and subject further to the easements, covenants or similar restrictions (if any) disclosed in the Vendor's Statement under Section 32 of the *Sale of Land Act 1962* (Vic), a copy of which is attached to, and forms part of, this Contract.



# Signing Page

---

**Date of signing by the Vendor:**       /       /20

**Executed** for and on behalf of **Development Victoria**  
under delegation of the Board by its authorised  
signatory:

\_\_\_\_\_

Signature

\_\_\_\_\_

\_\_\_\_\_

Name (print)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Position and division

**Date of signing by the Purchaser:**       /       /20

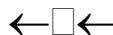
Signed sealed **and** delivered **by**

\_\_\_\_\_

in the presence of

\_\_\_\_\_

Signature of witness



Signature

\_\_\_\_\_

Name of witness (print)

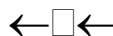
Signed sealed **and** delivered **by**

\_\_\_\_\_

in the presence of

\_\_\_\_\_

Signature of witness



Signature

\_\_\_\_\_

Name of witness (print)



## Particulars of Sale

### 1. Land

All that piece of vacant land shown as Lot [REDACTED] on Proposed Plan of Subdivision No PS864235V, being part of the land described in Certificate of Title Volume 11877 Folio 926 and Certificate of Title Volume 11877 Folio 924.

known as

### 2. Address

LOT [REDACTED], **Taylors Lakes**

for a sale price of

### 3. Total Price

\$ [REDACTED] (including GST) of which 10% is payable on signing this Contract and is payable to Allens Trust Account.

### 4. Deposit

\$ [REDACTED] which has been paid and the

### 5. Balance

\$ [REDACTED] on the date referred to in Item 7 of this Particulars of Sale

### 6. GST Withholding

\$ [REDACTED] being either (cross one option below):

<input type="checkbox"/>	<b>Margin – 7% of the Total Price where the margin scheme applies to the sale or;</b>
<input type="checkbox"/>	<b>GST in full – 1/11<sup>th</sup> of the Total Price where the margin scheme does not apply.</b>

Refer to special condition 19 for further details as to the Vendor's and the Purchaser's obligations in respect of GST withholding.

### 7. Payment of Balance date

The Balance must be paid on the day being 14 days from the date of registration of the Plan by the Registrar.

### 8. Date Settlement is Due

Is the date on which vacant possession of the Land must be given, namely, on acceptance of title and payment of the Balance, but not before registration of the Plan.

## 9. Purchaser's interest proportions

The Purchaser purchases  
the Land in these shares:

*Purchaser 1 Name*

*Purchaser 1 Share*

*Purchaser 2 Name*

*Purchaser 2 Share*

### Loan

(refer to general condition 14)

This Contract is not subject to loan approval unless the words '**subject to loan approval**' appear in this box:

The following details apply if this Contract is subject to loan approval:

Lender:

Loan Amount: \$

Approval Date: 21 days from the Day of Sale

If the Purchaser does not notify the Vendor whether the Purchaser's loan has been approved on or before the Approval Date, this Contract is unconditional in this respect.

### Purchaser's FIRB declaration

The Purchaser declares that they are:

a foreign person as defined in the *Foreign Acquisitions and Takeovers Act 1975* (Cth)

Please tick one of the options

- an Australian citizen;
- a New Zealand citizen; or
- holding an Australian Permanent Resident Visa

### Is Purchaser an Owner Occupier Purchaser:

Tick this box if the Purchaser intends to build a house on the Property to live in as owner occupier after settlement. If so, the Purchaser is an Owner Occupier Purchaser.

Owner Occupier Purchaser

### Encumbrances

This sale is not subject to an existing mortgage.

### Special Conditions

This Contract includes the special conditions.

**Homes for Homes  
Contact Details**

This Property is subject to the Homes for Homes Scheme. See the Website and special condition 32 of this Contract for further details.

Tick this box to confirm that the Purchaser has read special condition 32 of this Contract, including special condition 32.4 which sets out the process for withdrawing from the Homes for Homes Scheme following settlement should the Purchaser wish to do so.

**Website:** [www.homesforhomes.com](http://www.homesforhomes.com)

**Phone:** 1300 767 918

**Contact details for the Vendor**

**Selling Agent:** Core Projects  
**Address:** 182 Coventry Street, South Melbourne Vic 3205  
**Contact:**  
 **1300 135 819**  
**E:** admin@coreprojects.com.au

**Development Victoria's Sales Administration Department****Any conveyancing inquiries must be directed to:**

David Jones and/or Penny Giotas of Development Victoria,  
 Level 9, 8 Exhibition Street, Melbourne Vic 3000  
 GPO Box 2428V, Melbourne, VIC 3001


 **(03) 8317 3400**



**(03) 8317 3666**

**Development Manager**

General inquiries regarding the development of the estate may be directed to the relevant development manager on the numbers below:

 **(03) 8317 3400**




**(03) 8317 3666**

This Contract was prepared by Allens, Level 33, 101 Collins Street, Melbourne, VIC 3000  
**(the Vendor's Legal Practitioner)**

**Contact details for the Purchaser****Purchaser's Legal Practitioner**

The name and address of the solicitor acting for the Purchaser(s) is

[Redacted area]

 **(03)** [Redacted]



**(03)** [Redacted]

## General Conditions

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

### Title

#### 1. ENCUMBRANCES

- 1.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
  - (b) any reservations in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

#### 2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.

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

### 3. IDENTITY OF THE LAND

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:
  - (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
  - (b) require the vendor to amend title or pay any cost of amending title.

### 4. SERVICES

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

### 5. CONSENTS

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

### 6. TRANSFER

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

### 7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
  - (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives—
  - (a) a release from the secured party 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 predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal 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. BUILDER WARRANTY INSURANCE

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

## 9. GENERAL LAW LAND

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

# Money

## 10. SETTLEMENT

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

## 11. PAYMENT

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



- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

## 12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

## 13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (b) 'GST' includes penalties and interest.

#### 14. LOAN

- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
  - (b) did everything reasonably required to obtain approval of the loan; and
  - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
  - (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

#### 15. ADJUSTMENTS

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

## Transactional

### 16. TIME

16.1 Time is of the essence of this contract.

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

### 17. SERVICE

17.1 Any document sent by—

- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

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

- (a) personally; or
- (b) by 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

### 1. Definitions

#### 1.1. Defined terms

In this Contract:

**ATO** means the Australian Taxation Office and includes a reference to the Commissioner of Taxation and Deputy Commissioner of Taxation, and vice versa, as required;

**Authority** means any government, semi-government, administrative, municipal or judicial body, authority or entity exercising any powers or functions under any law;

**Bank** means a bank authorised under Section 9 of the *Banking Act 1959* (Cth);

**Bank Cheque** means an unendorsed cheque that is:

- (a) issued by the Reserve Bank of Australia or an authorised deposit-taking institution which is a Bank, a building society or a credit union carrying on business in Victoria; or
- (B) if authorised in writing by the Vendor or the Vendor's representative or agent, some other bank cheque;

**Builder** means a builder who is registered as a builder under the Building Act and has produced their registration certificate and their DBU number to the Vendor before the Day of Sale. It does not include owner builders;

**Building Act** means the *Building Act 1993* (Vic);

**Business Day** means a day that is not a Saturday, Sunday, public holiday or bank holiday in Melbourne;

**Contaminant** means a solid, liquid, gas, odour, heat, sound, vibration or substance which makes or may make the Land or the nearby area:

- (a) unsafe, unfit or harmful for habitation;
- (b) not comply with any Environmental Law; or
- (c) not comply with any relevant contamination criteria or standards published or adopted by the Environment Protection Authority from time to time,

and includes asbestos, waste, pollutants, and anything dangerous, radioactive, toxic or hazardous;

**Contract** means this contract of sale of real estate including any schedules and annexures;

**Corporations Act** means the *Corporations Act 2001* (Cth);

**Council** means the Brimbank City Council;

**Day of Sale** means the date shown on the cover page of this Contract under the heading "Day of Sale";

**Environment Protection Authority** means any Authority responsible for the administration and enforcement of Environmental Laws in Victoria;

**Environment** has the same meaning as in the *Environment Protection Act 1970 (Vic)*;

**Environmental Law** means a law relating to the Environment and includes any law relating to land use, planning, pollution, contamination, chemicals, hazardous materials or health and safety;

**Environmental Reports** means the reports listed under the schedule titled "Environmental Reports" listed in Schedule 4 to this Contract;

**Form 2** means "Form 2: GST property settlement date confirmation" provided on the ATO website, or any such equivalent form as notified by the ATO;

**General Conditions** means the general conditions attached to this Contract;

**GST** has the meaning set out in the GST Act and includes any replacement or similar tax;

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

**Guarantee** means a guarantee and indemnity in the form of the guarantee and indemnity contained in Schedule 1 to this Contract marked 'Guarantee and Indemnity';

**Homes for Homes Scheme** means the charitable initiative conducted by H4H for the purpose of H4H raising funds from donations and allocating / investing available funds to increase supply of social and affordable dwellings;

**H4H** means Homes for Homes Limited (ACN 143 151 544);

**Installations** means any building, fence, plant, equipment, fixture or fitting;

**Latest Date for Registration** means 30 months from the Day of Sale;

**Legal Profession Uniform Law** means the *Legal Profession Uniform Law (Victoria)* under the *Legal Profession Uniform Law Application Act 2014 (Vic)*;

**Lot** means a lot on the Plan;

**Net Interest** means all interest earned by the investment of the Deposit, less all Bank charges and federal and state taxes and charges payable on that investment;

**New Owner's Covenant** means the form of covenant contained in Schedule 6 to this Contract;

**Outgoings** means all rates, taxes, assessments, fire insurance premiums, owners corporation fees or levies and any other expenses which apply to the Land or the Site;

**Particulars of Sale** means the particulars of sale forming part of this Contract;

**Plan** means proposed plan of subdivision number PS864235V;

**Planning Permit** means town planning permit P737/2018 issued by the Council, copies of which are attached to the Vendor's Statement;

**Planning Restriction** means any restriction on the use or development of the Land under any planning scheme, statute, regulation, local law or permit condition or imposed by any Authority empowered to control the use or development of the Land;

**Private Purchaser** means a purchaser who is not a Builder;

**Property** means the Land together with any improvements;

**Registrar** means the Registrar of Titles;

**Relative** has the same meaning as in the *Duties Act 2000* (Vic);

**Taylor's Quarter Sales Office** means the Vendor's sales administration office currently located at 16a Robertsons Road, Taylors Lakes, Victoria (with access via McCubbin Drive as at 1 July 2019) but which may be relocated from time to time – if there is no office on Site refer to Development Victoria at Level 9, 8 Exhibition Street, Melbourne Vic 3000;

**Road** means any road contained in the Plan;

**Sale of Land Act** means the *Sale of Land Act 1962* (Vic);

**Sale or Sell** includes a sale, agreement to sell, the granting of an option and a transfer;

**Sale Price** means the price for sale of this Property described at item 3 of the Particulars of Sale;

**Site** means all of the land in the Plan;

**Stage 2 Layout Plans** means the plans contained in Schedule 2 to this Contract and marked "Stage 2 Layout Plans" showing any works affecting the natural surface level of the Land and extent of any fill;

**Subdivision Act** means the *Subdivision Act 1988* (Vic);

**TAA** means the *Taxation Administration Act 1953* (Cth);

**Transfer** means the instrument of transfer of land required to enable the Purchaser to become registered proprietor of the Land;

**Utilities** means water, recycled water, sewerage, drainage, gas, electricity, telecommunications and other similar services, including all installations, pipes, wires, fibre optic cables, mains, connections and machinery relating to those services;

**Vendor's Statement** means the statement given by the Vendor to the Purchaser under Section 32 of the Sale of Land Act; and

**Withheld GST** means the amount the Purchaser is required to withhold and to pay to the ATO in accordance with section 14-250 of Schedule 1 to the TAA in relation to the sale made under or in with this Contract.

## 1.2. Incorporated definitions

A word or phrase (other than one defined in special condition 1.1) specified in the Particulars of Sale is incorporated as a defined term with the same meaning in this Contract.



### 1.3. No offer of finance

The Purchaser warrants that neither the Vendor nor any person on behalf of the Vendor has made any promise to the Purchaser, or to any agent of the Purchaser, about obtaining a loan to defray some or all of the Price.

### 1.4. Transfer of functions

- (a) The Purchaser acknowledges that the Vendor may be reconstituted, renamed or replaced and that some or all of the powers, functions or responsibilities of the Vendor (as the case may be) may be transferred to or vested in another entity.
- (b) If the Vendor is reconstituted, renamed or replaced or if some or all of the Vendor's powers, functions or responsibilities are transferred to or vested in another entity, references in this Contract to the Vendor must be deemed to refer, as applicable, to that reconstituted, renamed or new entity to the extent that the entity has assumed or has had transferred to it or vested in it those powers, functions or responsibilities.

## 2. Interpretation

In this Contract, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other genders;
- (c) the word "person" includes a natural person and any body or entity whether incorporated or not;
- (d) a heading may be used to help interpretation, but is not legally binding;
- (e) a reference to all or any part of a statute, ordinance or other law (**statute**) includes:
  - (i) any rules, regulations or other instruments made under that statute; and
  - (ii) that statute as amended, consolidated, re-enacted or replaced from time to time;
- (f) a reference to any party to this Contract includes that party's successors, personal representatives and permitted assigns;
- (g) if two or more people are described as a party, each person is:
  - (i) liable for their obligations; and
  - (ii) entitled to their rights,
  - (iii) jointly and severally;
- (h) other grammatical forms of defined words or phrases have corresponding meanings;
- (i) a reference to a document includes the document as modified from time to time and any document replacing it;
- (j) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day;

- (k) the word "month" means calendar month and the word "year" means 12 months;
- (l) references to time are to Australian eastern time;
- (m) the words "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient;
- (n) a reference to a thing includes a part of that thing;
- (o) the word "include", when introducing a list of things, does not limit the meaning of the words to which the list relates to those things or to things of a similar kind;
- (p) a reference to any agency or body:
  - (i) which ceases to exist;
  - (ii) is reconstituted, renamed or replaced; or
  - (iii) has its powers or functions removed,
  - (iv) means the agency or body which replaces it, or which has substantially the same powers or functions;
- (q) examples are descriptive only and not exhaustive;
- (r) a provision must not be construed against a party merely because that party was responsible for preparing this Contract or that provision; and
- (s) money amounts are stated in Australian currency.

### **3. Amendment and deletion of General Conditions**

- (a) These General Conditions do not apply to this Contract:
  - (i) General Condition 6 (Transfer);
  - (ii) General Condition 8 (Builder Warranty Insurance);
  - (iii) General Condition 10.3 (Settlement)
  - (iv) General Condition 13 (GST);
  - (v) General Condition 17 (Service);
  - (vi) General Condition 18 (Nominee);
  - (vii) General Condition 20 (Guarantee);
  - (viii) General Condition 22 (Inspection);
  - (ix) General Conditions 24.4 to 24.6 both inclusive (Loss or damage before settlement); and
  - (x) General Condition 26 (Interest).
- (b) The General Conditions are amended as follows:

- (i) in General Condition 1.1(b), add the following after the word 'reservations':  
", exceptions and conditions (if any)";
- (ii) in General Condition 10.1(b)(i), add the following after the word 'things':  
"which are usual and reasonably";
- (iii) in General Condition 11.1(b), delete the words 'if there is no estate agent,';
- (iv) in General Condition 12.1(a), insert the words 'acting reasonably' after the word 'purchaser';
- (v) in General Condition 12.1(a)(ii): delete the words '80% of';
- (vi) General Condition 14.2 is amended to include a new condition (e) as follows:  
"(e) has completed all of the details in the Particulars of Sale under the Loan section,"; and
- (vii) in General Condition 24.3, delete the words ', but may claim compensation from the Vendor after settlement.'

#### **4. Owner Occupier Purchaser**

If the Purchaser is an Owner Occupier Purchaser, as shown in the Particulars of Sale, then these special conditions are amended as follows:

- (a) special condition 5.3:
  - (i) add the words ", having made all reasonable efforts," after the word "otherwise"; and
  - (ii) delete the words "be given conditionally or unconditionally or withheld, in the absolute discretion of the Vendor" and substitute the words "not be unreasonably withheld";
- (b) special condition 7.1: add the words "except in the case of a material discrepancy" at the end;
- (c) special condition 7.3(a): add the word "minor" after the words "any alleged";
- (d) special condition 8.1(c): add the words "including any unregistered easements and encumbrances" at the end; and
- (e) special condition 24.4(a): add the word "minor" after the words "make the following".

#### **5. General**

##### **5.1. Acknowledgment of documents**

The Purchaser acknowledges being given a Vendor's Statement before paying any money under this Contract or signing this Contract.

## 5.2. Authority to sign

If a person signs this Contract on behalf of a purchaser which is a corporation (within the meaning of the Corporations Act), that person:

- (a) warrants in a personal capacity to the Vendor that they have the authority to enter this Contract on behalf of the Purchaser; and
- (b) if the warranty in paragraph (a) is false, acknowledges and agrees that they will be personally liable for the performance of the Purchaser's obligations.

## 5.3. Consents and approvals

Where anything depends on the consent or approval of the Vendor then, unless this Contract states otherwise, that consent or approval may be given conditionally or unconditionally or withheld, in the absolute discretion of the Vendor.

## 5.4. Costs of default

The Purchaser must pay any costs and expenses (on a full indemnity basis) incurred by the Vendor because of the Purchaser's default under this Contract. This includes:

- (a) legal costs and disbursements (on a solicitor and client basis) incurred in preparing and serving any notice and obtaining legal advice; and
- (b) any additional costs incurred by the Vendor, such as borrowing expenses.

## 5.5. Counterparts

If this Contract consists of a number of signed counterparts, each is an original and all of the counterparts together comprise the same document.

## 5.6. Entire understanding

- (a) This Contract contains the entire understanding between the parties about its subject matter and supersedes all earlier communications between the parties.
- (b) Each party acknowledges that, except as expressly stated in this Contract, that party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of the other party in relation to the subject matter of this Contract.

## 5.7. Further action

A party must do all things and execute all documents that are reasonably necessary to give effect to this Contract:

- (a) unless this Contract states otherwise, at that party's own expense; and
- (b) within a reasonable time of being requested by another party to do so.

## 5.8. Governing law and jurisdiction

- (a) This Contract is governed by the laws of Victoria.
- (b) The parties submit to the exclusive jurisdiction of the courts of Victoria.

**5.9. No merger**

Any provision of this Contract which can take effect after the Date Settlement is Due does not merge on settlement and continues to bind the parties.

**5.10. No right of set off**

Unless this Contract states otherwise, a party has no right of set-off against a payment due to another party.

**5.11. No waiver**

- (a) A party does not waive a right simply because it:
  - (i) fails to exercise the right;
  - (ii) delays exercising the right; or
  - (iii) only exercises a part of the right.
- (b) A single exercise of a right does not prevent a further exercise of it or the exercise of any other right.
- (c) A waiver of a breach does not operate as a waiver of any other breach.

**5.12. Operation of indemnities**

Unless this Contract states otherwise:

- (a) each indemnity in this Contract survives the Date Settlement is Due or termination of this Contract;
- (b) each indemnity is separate and independent from any other indemnities or obligations; and
- (c) the Vendor may recover payment under an indemnity in this Contract before it makes the payment in respect of which the indemnity is given.

**5.13. Time is of the essence**

Time remains the essence of this Contract despite any waiver given or indulgence granted by the Vendor to the Purchaser.

**5.14. Unenforceable provision**

If any provision of this Contract is or becomes void, illegal, invalid or unenforceable then:

- (a) where that provision can be read down so as to make it valid and enforceable, it must be read down to the minimum extent necessary to achieve that result; and
- (b) in any other case, the provision must be severed from this Contract. The remaining provisions of this Contract will operate as if the severed provision had not been included.

## 5.15. Variation

Any variation of this Contract must be in writing and signed by the parties.

## 6. Notices

Any notice or other communication to or by a party to this Contract:

- (a) may be made or given by the solicitor for that party;
- (b) will be sufficiently served or delivered if:
  - (i) served or delivered personally;
  - (ii) posted by prepaid post; or
  - (iii) facsimiled,

addressed either to the party being served or their solicitor at the addresses set out in the Particulars of Sale or to any other address last notified by that party to the sender by notice given in accordance with this special condition; or

- (iv) served in any other manner authorised by the Supreme Court Rules for service of documents on parties or their solicitors;
- (c) is considered to be given by the sender and received by the addressee:
  - (i) if delivered in person, when delivered to the addressee;
  - (ii) if posted, on the next Business Day after posting; and
  - (iii) if sent by facsimile, on the date and time shown on the transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the addressee notified for the purposes of this special condition,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00 pm (addressee's time), it is taken to have been received at 9.00 am on the next Business Day.

## 7. Identity of Land

### 7.1. Identity

The Purchaser acknowledges that the Land offered for sale and inspected by the Purchaser is identical to the Lot with the same number on the Plan when it is registered. If the Lots on the Plan are renumbered before the Plan is registered, the Purchaser acknowledges that the Land offered for sale is identical with the Lot on the Plan which occupies the same or approximately the same position as indicated on the Plan as being occupied by the Land set out in the Particulars of Sale.

### 7.2. No amendment of title

The Purchaser has no right to ask the Vendor to amend the title or pay the cost of doing so.

### 7.3. No compensation or requisition

The Purchaser must not make any requisition, objection or claim any compensation or damages, refuse to pay the Price or delay settlement because of:

- (a) any alleged misdescription of the Land or deficiency in its area or measurements;
- (b) any Installation not being within the boundaries of the Land;
- (c) any minor variation between the number of any other Lots on the Plan as they are on the Day of Sale compared to when the Plan is registered;
- (d) renumbering of any Lot on the Plan; and
- (e) any minor variations between the Land as inspected and the corresponding Lot on the Plan as registered.

### 7.4. Purchaser must not bring claim

To the extent permitted by law, the Purchaser agrees not to make and waives any right it may have to make any claim against the Vendor or any of its officers, employees, agents or advisers under section 4 or section 18 of Schedule 2 (The Australian Consumer Law) of the *Competition and Consumer Act 2010* (Cth), or corresponding provisions of any state or territory enactment for any statement or representation made concerning the Property.

## 8. Purchaser's inspection

### 8.1. Purchaser's warranty

The Purchaser warrants to the Vendor that the Purchaser has inspected the Land and made its own enquiries concerning the matters relating to this Contract. In particular, the Purchaser warrants that the Purchaser:

- (a) buys the Land because of the Purchaser's own inspection and enquiries;
- (b) accepts the zoning, Planning Restrictions, Further Permit (if applicable) and Planning Permit affecting the Land and how the Land may be used and developed;
- (c) accepts the terms of any easements and encumbrances affecting the Land; and
- (d) is aware that this Contract sets out the whole agreement between the parties and the Purchaser warrants that it has not:
  - (i) relied on any information, representation or warranty made by or on behalf of the Vendor in relation to the subject matter of this Contract; nor
  - (ii) been induced to enter this Contract by any statements, representations or warranties except any expressly included in this Contract.

### 8.2. Further planning permits

The Purchaser acknowledges that if the Land is equal to or less than 300 square metres it will be subject to a further Planning Permit (**Further Permit**) prior to obtaining a building permit. The Purchaser acknowledges and agrees that it is responsible (at its cost) for obtaining a Further Permit.

### 8.3. Purchaser accepts restrictions

The Purchaser buys the Land subject to:

- (a) all relevant legislation;
- (b) any restrictions on its use or development under the *Planning and Environment Act 1987* (Vic), the Building Act, the Subdivision Act, the *Environment Protection Act 1970* (Vic) and any planning scheme, permit, building control or environmental control;
- (c) any registered or unregistered easement, restriction, lease or encumbrance, including the notice of restriction contained in the parent plan of subdivisions PS811765T and PS811764V and the notice of restriction contained in the Plan and the draft Memorandum of Common Provisions attached to the Vendor's Statement in relation to the Plan (including the amended and registered version of it, once finished);
- (d) the presence of any Contaminant; and
- (e) any easements, restrictions, leases or other arrangements which may arise on registration of the Plan.

### 8.4. Additional encumbrances

- (a) The Purchaser acknowledges that additional:
  - (i) easements, restrictions on use and positive covenants;
  - (ii) leases, arrangements and agreements, including agreements under section 173 of the *Planning and Environment Act 1987* (Vic);
  - (iii) rights and privileges; and
  - (iv) land dedication,

**(Additional Encumbrances)** may be necessary or desirable for any Authority or the Vendor to register the Plan.
- (b) The Vendor must notify the Purchaser of any Additional Encumbrances which:
  - (i) are required by any Authority; or
  - (ii) result in an amendment to the Plan.
- (c) Subject to the Sale of Land Act, the Purchaser buys the Land subject to the Additional Encumbrances which are or will be encumbrances on the title to the Land.
- (d) The Purchaser must, at its cost, do all things and sign all documents reasonably necessary to give effect to this special condition 8.4.

## 9. Purchaser accepts condition of Installations

### 9.1. Condition of Installations

The Purchaser acknowledges and accepts:



- (a) the Installations located in or on the Land on the Day of Sale in their condition on the Day of Sale;
- (b) any Installations constructed after the Day of Sale, in their condition on the Date Settlement is Due; and
- (c) the Vendor makes no warranties about the working order or condition of the Installations.

## 9.2. No compensation or requisition

The Purchaser may not make any objection or requisition, claim any compensation or damages, refuse to pay the Price or delay settlement because the Installations do not comply with the Building Act, the *Building Regulations 2006* (Vic), the Building Code of Australia or any other regulations, rules or local laws or because of their state of repair and condition.

## 10. Environmental condition

### 10.1. Purchaser's acknowledgements

The Purchaser acknowledges and accepts:

- (a) the condition of the Land, including the presence of any Contaminant in, on or emanating from the Land;
- (b) that the Purchaser buys the Land because of the Purchaser's own inspection and enquiries and subject to any Contaminant which may affect the Land; and
- (c) the Environmental Reports (as listed in Schedule 4) issued in respect of the whole of the Site copies of which will be provided to the Purchaser upon request.

### 10.2. No warranty

The Vendor does not make any representation or warranty as to:

- (a) the presence of any Contaminant in, on or emanating from the Land;
- (b) whether the Land complies with any Environmental Law;
- (c) the fitness of the Land for any particular use or development; or
- (d) the need or otherwise for any documents under the *Environment Protection Act 1970* (Vic) before any development of the Land.

### 10.3. Compliance with notices

After the Day of Sale, the Purchaser:

- (a) must comply with any notice or order relating to the Land made under any Environmental Law; and
- (b) assumes responsibility for the presence of any Contaminant in, on or emanating from the Land.

#### **10.4. No compensation or requisition**

The Purchaser must not rescind this Contract, make any objection, requisition, claim compensation or damages, refuse to pay the Price or delay settlement because of any matter contained in this special condition 10.

#### **11. No requisitions**

The Purchaser is not entitled to serve the Vendor with requisitions on title.

#### **12. Risk**

All risk in the Land passes to the Purchaser on the Date Settlement is Due.

#### **13. Deposit**

##### **13.1. Meaning of words**

Except where otherwise defined in this Contract, terms used in this special condition have the same meanings as defined in the Legal Profession Uniform Law.

##### **13.2. Payment**

- (a) The Purchaser must pay the Deposit to the Vendor's Legal Practitioner. The Deposit must be held by the Vendor's Legal Practitioner on trust for the Purchaser until the Plan is registered.
- (b) When the Plan is registered, the Deposit must be held by the Vendor's Legal Practitioner under section 24 of the Sale of Land Act.

##### **13.3. Investment**

- (a) By signing this Contract, the parties authorise the Vendor's Legal Practitioner to invest the Deposit in the joint names of the Vendor and the Purchaser.
- (b) The Deposit must be invested in a Controlled Money Account which is an interest bearing trust account with an Approved ADI, in accordance with the Sale of Land Act and the Legal Profession Uniform Law.

##### **13.4. Interest on deposit**

The Vendor is entitled to the Net Interest on the Deposit unless the Purchaser is entitled to a refund of the Deposit. If this happens, the Purchaser is entitled to the Net Interest.

##### **13.5. Purchaser's tax file number**

The Purchaser must give the Purchaser's tax file number to the Vendor's Legal Practitioner within 7 Business Days from the Day of Sale. If the Purchaser does not do so, the Purchaser acknowledges that tax may be deducted from any interest to which the Purchaser is entitled.

### **13.6. Disbursement of Deposit**

By signing this Contract, the parties authorise and direct the Vendor's Legal Practitioner to disburse the Deposit in accordance with this Contract, the Sale of Land Act and the Legal Profession Uniform Law.

### **13.7. Release**

The Purchaser releases the Vendor and the Vendor's Legal Practitioner from any claim concerning the investment of the Deposit and any tax payable on any interest on the Deposit.

## **14. Delivery of Transfer**

### **14.1. Time for delivery**

The Purchaser must deliver the Transfer to the Vendor at least 14 days before the Date Settlement is Due.

### **14.2. Completion of Transfer**

The Purchaser must prepare the Transfer and make sure that it is properly completed and executed by the Purchaser.

### **14.3. Late delivery**

If the Purchaser does not comply with special condition 14.1:

- (a) the Vendor is not obliged to settle this Contract until 14 Days after the date on which the Purchaser delivers the Transfer to the Vendor; and
- (b) the Purchaser must pay interest under special condition 17 from the date settlement was due until the Date Settlement is Due.

## **15. Settlement**

### **15.1. Time for settlement**

- (a) The Purchaser must settle before 3.00 pm on the Date Settlement is Due.
- (b) If the Purchaser:
  - (i) does not comply with special condition 15.1(a); or
  - (ii) does not settle before 3.00 pm on any later date on which the Purchaser tenders the Balance,

then the Purchaser is taken to be in default in payment of the Balance.

### **15.2. Place for settlement**

Settlement must take place at the offices of Development Victoria, Level 9, 8 Exhibition Street, Melbourne Vic 3000 or at any other place the Vendor nominates.

### 15.3. Method of payment

At settlement, the Purchaser must pay all money to the Vendor or to whom soever the Vendor directs by unendorsed Bank Cheques made in favour of the Vendor, the Vendor's Legal Practitioner or as the Vendor directs in writing.

### 15.4. Settlement documents

- (a) The Purchaser acknowledges that the certificate of title for the Land may not issue from the Land Titles Office by the Date Settlement is Due.
- (b) At settlement, the Purchaser will accept a Transfer with an order to register directing the Land Titles Office to issue the certificate of title for the Land to the Purchaser or to any person they nominate.

### 15.5. Pre-settlement inspection

- (a) The Purchaser may inspect the condition of the Land before the Date Settlement is Due by making an inspection appointment with the Vendor.
- (b) The Vendor, in its absolute discretion, retains the right to:
  - (i) set the time and date of the Purchaser's inspection appointment;
  - (ii) limit the duration of an inspection appointment; and
  - (iii) limit the number of people attending an inspection appointment.
- (c) The Purchaser is entitled to only one inspection of the Land before the Date Settlement is Due.

## 16. Nomination

- (a) If the Purchaser is not in breach of this Contract, the Purchaser (the **Original Purchaser**) may at any time up to 28 days before the Date Settlement is Due nominate a substituted purchaser (the **Substituted Purchaser**) by the delivery to the Vendor's solicitor of:
  - (i) a completed and executed notice of nomination.
  - (ii) if the Substitute Purchaser includes a corporation, a Guarantee signed by the directors and any ultimate holding company of that corporation (as defined in the Corporations Act) in the form of the Guarantee; and
  - (iii) a copy of a completed and executed purchaser's declaration in the form approved from time to time by the Commissioner for State Revenue.
- (b) The Original Purchaser and any of the guarantors of the Original Purchaser must indemnify the Vendor and keep it indemnified from and against any claim penalty or demand in respect of stamp duty or costs arising from the nomination of the Substituted Purchaser.
- (c) The Original Purchaser remains liable for the performance of all the obligations of the Purchaser under this Contract despite the nomination of the Substituted Purchaser.

## 17. Default interest

### 17.1. Interest on default

If the Purchaser defaults in payment of money owed under this Contract, the Purchaser must pay interest at the rate of 15% per annum.

### 17.2. Interest calculation

The interest must be calculated on the amount owed for the period of the default and accrue daily.

### 17.3. When is interest payable?

The Purchaser must pay any interest due under this special condition on the earlier of:

- (a) the Date Settlement is Due; or
- (b) the date the Vendor demands payment.

## 18. Purchaser's Indemnity

The Purchaser indemnifies the Vendor against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against the Vendor or which the Vendor may pay, sustain or incur as a direct or indirect result of any one or more of the following:

- (a) breach or non-performance of this Contract by the Purchaser; or
- (b) breach of warranty under this Contract by the Purchaser.

## 19. GST

### 19.1. Definitions

For the purposes of this special condition 19:

- (a) Subject to this special condition 19.1 and unless the context requires otherwise, words and phrases used in this special condition 19 that have a specific meaning in the GST law shall have the same meaning in this special condition.
- (b) Words or expressions used which are defined in the GST Act have the same meaning in this special condition (unless the context requires otherwise);
- (c) **GST law** has the same meaning given to that expression as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- (d) **GST** has the meaning given to that expression in the GST law unless, under or in relation to the NTR or a direction given under section 6 of the NTR, the Vendor is obliged to make voluntary or notional payments, in which case:
  - (i) GST means those voluntary or notional payments; and
  - (ii) expressions containing the term 'GST' have a corresponding meaning.

- (e) **GST Amount** means the amount of GST payable on a supply.
- (f) **NTR** means the National Taxation Reform (Consequential Provisions) Act 2000 (Vic).
- (g) **Recipient** means the party acquiring the relevant supply.
- (h) **Settlement Date** means the date on which the Vendor transfers the title to the Property to the Purchaser and receives settlement funds;
- (i) **Supplier** means the party making the relevant supply.
- (j) **TAA** means the *Taxation Administration Act 1953* (Cth).

## 19.2. Margin scheme

- (a) This special condition 19.2 applies where:
  - (i) the box titled 'Margin' on the cover page of this Contract has been ticked or is marked to apply; or
  - (ii) the Vendor has provided the Purchaser with a notice in writing at least ten days before the Settlement Date electing to apply the margin scheme in calculating the GST Amount applicable to the supply of the Land.
- (b) Where this special condition 19.2 applies, the Purchaser acknowledges that the Vendor will determine the margin for the supply and calculate the GST Amount and the Vendor will notify the Purchaser in writing of the GST Amount no later than ten days before the Settlement Date;
- (c) If, despite paragraphs (a) and (b), the margin scheme is for any reason unable to be applied to the supply of all or part of the Land, the parties agree that special conditions 19.3 and 19.5 will apply and the GST Amount will be calculated on the basis that the margin scheme does not apply.

## 19.3. Recovery of GST

- (a) This special condition 19.3 applies where:
  - (i) the box titled 'GST full' on the cover page of this Contract has been ticked or marked is to apply;
  - (ii) the Vendor has not provided the Purchaser with a notice in writing at least ten days before the Settlement Date electing to apply the margin scheme in calculating the GST Amount applicable to the supply of the Land, in accordance with special condition 19.2(a)(ii); or
  - (iii) special condition 19.2(c) applies.
- (b) Where this special condition 19.3 applies, the party providing the consideration for that supply must pay as additional consideration an amount equal to the GST Amount applicable to the full Price.
- (c) This special condition 19.3 does not apply to the extent that the consideration for the supply is expressly stated to be GST inclusive or the supply is subject to reverse charge.

#### **19.4. Timing of Payment of GST Amount**

Subject to the prior receipt of a tax invoice (other than in respect of the supply of any part of the Land where the margin scheme applies), the GST Amount is payable in full on the earlier of:

- (a) the first date on which all or any part of the consideration for the supply (excluding the Deposit) is provided; and
- (b) the date five Business Days after the date on which an invoice for the supply is issued.

If a tax invoice is not received prior to the earlier of paragraphs (a) and (b), the GST Amount is payable within 10 days of the receipt of a tax invoice.

#### **19.5. Additional Amounts Payable**

Where this special condition 19.5 applies, the Purchaser must pay to the Vendor:

- (a) the GST Amount calculated pursuant to special condition 19.2 or 19.3 or (as the case may be) or any shortfall if special condition 19.2(c) requires the GST Amount to be recalculated;
- (b) in addition to the GST Amount, an amount equal to all interest, fines, penalties, charges, and additional amounts payable by the Vendor (or the representative member of any GST group of which the Vendor is a member) as a result of the supply being incorrectly treated in whole or in part as a GST-free supply, input taxed supply or a supply to which the margin scheme could apply (as the case may be) or as a result of the GST payable on the supply being paid late or as a result of the GST Amount being paid late (but excluding any such amounts that have become payable solely as a consequence of the Vendor's conduct);
- (c) the amounts payable by the Purchaser pursuant to this special condition 19.5 upon demand (subject to the prior receipt of a tax invoice other than in respect of the supply of any part of the Land where the margin scheme applies); and
- (d) it will not be a defence to any claim against the Purchaser pursuant to this special condition 19.5 that the Vendor (or the representative member of any GST group of which the Vendor is a member) has failed to mitigate damages by paying an amount of GST when it fell due under the GST law.

#### **19.6. Liability net of GST**

Where any indemnity, reimbursement or similar payment under this Contract is based on any cost, expense or other liability, it shall be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability.

#### **19.7. Adjustment events**

If an adjustment event occurs in relation to a supply made under or in connection with this Contract, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the parties to this Contract.

## 19.8. GST withholding

- (a) In complying with its obligations under section 14-255 of Schedule 1 to the TAA, the Vendor hereby notifies the Purchaser (**Vendor Notification**) that:
- (i) the Purchaser has an obligation to withhold an amount under section 14-250 of Schedule 1 to the TAA;
  - (ii) the Withheld GST is as stated at Item 6 of the Particulars of Sale;
  - (iii) the Withheld GST under 19.8(a)(ii) is to be paid at settlement, via either:
    - (A) electronic settlement through the platform Property Exchange Australia Limited (**PEXA**); or
    - (B) if electronic settlement through the PEXA platform is unavailable for any reason, the Purchaser must provide the Vendor (or the Vendor's nominee) with a Bank Cheque on or before Completion that is payable to the Commissioner of Taxation for the amount of the Withheld GST; and
  - (iv) the Vendor's legal name and Australian Business Number is Development Victoria ABN 61 868 774 623
- (b) If the Purchaser has an obligation to withhold, no later than 10 Business Days prior to settlement, the Purchaser must lodge a notification with the ATO in the approved form in accordance with subsection 16-150(2) of Schedule 1 to the TAA (**Purchaser Notification**). If the Vendor Notification is provided to the Purchaser less than 10 Business Days prior to settlement, the Purchaser must lodge the Purchaser Notification with the ATO within 1 Business Day of receiving the Vendor Notification.
- (c) The Purchaser will provide written evidence of lodgement of the Purchaser Notification to the Vendor within 1 Business Day of the Purchaser Notification being lodged with the ATO, including providing to the Vendor:
- (i) a copy of the Purchaser Notification; and
  - (ii) a copy of any receipt together with any payment reference number and lodgement reference number received by the Purchaser in response to the Purchaser Notification.
- (d) If the Purchaser provides a Bank Cheque in accordance with special condition 19.8(a)(iii)(B), the Vendor:
- (i) undertakes to send that Bank Cheque to the ATO as soon as is reasonably practicable after settlement; and
  - (ii) will provide the Purchaser with a receipt for that Bank Cheque.
- (e) If the Purchaser does not comply with its obligations under this special condition 19.2(a), the Vendor can delay settlement until such time as the Vendor is satisfied that the Purchaser has complied or will comply with its obligations under that special condition.
- (f) If and to the extent that, in addition to the Purchaser Notification, the Purchaser is required to notify the ATO of Completion or any other transaction details:



- (i) the Purchaser must complete and electronically submit such notification (including Form 2) to the ATO on the date of Completion, or such other earlier time as required by the ATO; and
  - (ii) the Purchaser will immediately notify the Vendor in writing once it has submitted such notification to the ATO and will provide a copy of that notification to the Vendor at the same time.
- (g) The Purchaser will indemnify the Vendor for all costs, interest and penalties incurred by the Vendor following a failure of the Purchaser to comply with its obligations under this special condition 19.2(a).
- (h) Subject to the Purchaser complying with its obligations under this special condition 19.2(a), the parties agree that the Purchaser's payment of the Withheld GST in accordance with this special condition will satisfy the Purchaser's obligation to pay a portion of the consideration under this Contract that is equal to that amount. For the avoidance of doubt, if and to the extent that the Purchaser does not comply with this special condition 19.2(a), the Vendor retains the right to payment of the full consideration payable under this contract.

## 20. Guarantee

### 20.1. Corporate purchaser Guarantee

If the Purchaser is or includes a corporation (within the meaning of the Corporations Act) that is not listed on ASX Limited ACN 008 624 691, the Purchaser must on the Day of Sale:

- (a) have a Guarantee executed by that corporation's directors; and
- (b) deliver each properly completed, executed and appropriately stamped Guarantee to the Vendor.

### 20.2. If the Purchaser does not comply

If the Purchaser does not comply with special condition 20.1, the Vendor may end this Contract under General Conditions 27 and 28.

## 21. Purchaser buying in unequal shares

### 21.1. More than 1 Purchaser

If there is more than 1 Purchaser, the Purchaser must ensure that this Contract records the proportions in which each Purchaser is buying the Land (**Purchaser's Interest Proportions**). The Purchaser must do this on the Day of Sale by completing the Purchaser's Interest Proportions in the Particulars of Sale.

### 21.2. Proportions in the Transfer

If the proportions recorded in the Transfer are different from the Purchaser's Interest Proportions stated in this Contract, the Purchaser must pay any additional stamp duty which is assessed as a result.

### **21.3. Indemnity**

The Purchaser indemnifies the Vendor against any loss, damage, cost, expense, claim or demand that may be brought against the Vendor or which the Vendor may pay, sustain or incur in relation to any stamp duty payable because of the Purchaser's Interest Proportions in this Contract or the proportions stated in the Transfer.

### **22. Land Tax**

If, on the Date Settlement is Due, land tax has been assessed on the Property or on the Site but is not due, the Purchaser will settle and will not require that the Vendor pay the assessment before it is due.

### **23. Purchaser to pay future Outgoings**

The Purchaser is liable to pay all Outgoings assessed on the Land from the Date Settlement is Due.

### **24. Subdivision**

#### **24.1. Registration of the Plan**

- (a) The Vendor must at its own expense use all reasonable endeavours to have the Plan:
  - (i) certified by the Council or endorsed with a statement of compliance, as required by the Subdivision Act; and
  - (ii) registered by the Registrar under Part 4 of the Subdivision Act.
- (b) The Vendor must notify the Purchaser or the Purchaser's Legal Practitioner when the Plan is registered.

#### **24.2. Changes to the Plan**

- (a) If the Council, the Registrar or any Authority require changes to the Plan which, in the Vendor's opinion are onerous, the Vendor may end this Contract by giving the Purchaser notice within 5 Business Days of the Vendor becoming aware of the requirement. The Deposit and Net Interest must be refunded to the Purchaser and neither party will have any further liability to the other under this Contract.
- (b) If the Vendor does not end this Contract under special condition 24.2(a), the Vendor must inform the Purchaser of the required changes within 10 Business Days of the Vendor becoming aware of the requirement.

#### **24.3. Material changes to the Plan**

If the Vendor makes a change to the Plan before it is registered and the change:

- (a) is required by the Vendor, the Council, the Registrar or any Authority; and
- (b) materially affects the Land,

the Purchaser may end this Contract by giving notice to the Vendor within 10 Business Days of being notified of the change by the Vendor. The Deposit and Net Interest must be refunded to the Purchaser and neither party will have any further liability to the other under this Contract.

#### **24.4. Minor changes to the Plan**

- (a) The Vendor may make the following changes to the Plan:
  - (i) minor changes to comply with any requirement of any Authority, the Registrar or the Council;
  - (ii) changes to the number, size, shape, configuration or location of any Lot;
  - (iii) changes to allow a consolidation or merger with, or the development of, an adjoining property; and
  - (iv) any other minor changes which the Vendor believes are reasonably necessary.
- (b) If the Vendor asks, the Purchaser must promptly sign any document which the Vendor reasonably requires to make any changes to the Plan under special condition 24.4(a).
- (c) The Purchaser must not rescind this Contract if the Plan is changed under this special condition and must not make any objection, requisition, claim compensation or damages, refuse to pay the Price or delay settlement because the Plan as finally registered is different from the Plan.

#### **24.5. No caveat or other dealing**

- (a) The Purchaser must not lodge a caveat over the Site or any part of the Site.
- (b) If the Purchaser is in breach of special condition 24.5(a) the Purchaser must pay on demand the amount advised by the Vendor as the damages suffered by the Vendor up to the date the caveat is withdrawn.
- (c) The Purchaser appoints the Vendor or the Vendor's Legal Practitioner as the Purchaser's attorney for the purpose of withdrawing any caveat or signing a withdrawal of caveat, on these terms:
  - (i) an appointment under this special condition 24.5(c) is not affected by the rescission or other ending of this Contract;
  - (ii) a statutory declaration of the Vendor that the rights of the Vendor under this special condition 24.5(c) are exercisable will be conclusive proof of the Vendor's or the Vendor's Legal Practitioner's correct appointment; and
  - (iii) the Purchaser must ratify anything lawfully done under this special condition 24.5(c) by the Vendor or the Vendor's Legal Practitioner acting as the Purchaser's attorney.
- (d) Until the Plan is registered, the Purchaser must not sell, mortgage or otherwise deal with the Land or the Purchaser's interest under this Contract.
- (e) The Purchaser indemnifies the Vendor against all claims, demands, actions, costs, judgements and expenses that may be brought against the Vendor or which the Vendor may pay, sustain or incur if the Purchaser fails to comply with this special condition 24.5.

#### **24.6. Time for registration of the Plan**

- (a) If the Plan is not registered by the Registrar before the Latest Date for Registration:

- (i) the Purchaser may end this Contract before the Plan is registered by giving notice to the Vendor; or
  - (ii) subject to clause 24.7 the Vendor may end this Contract in accordance with section 10B and 10E of the Sale of Land Act.
- (b) The Deposit and Net Interest must be refunded to the Purchaser and neither party will have any further liability to the other under this Contract, except in connection with claims that arose before this Contract ended.

#### 24.7. Notice and consent requirements

- (a) The Vendor will give notice to the Purchaser if it proposes to rescind the Contract under clause 24.6(a)(ii).
- (b) The Purchaser has the right to consent to the proposed recession of the Contract but is not obliged to give consent.
- (c) If the Purchaser does not provide consent to the proposed rescission, the Vendor has the right to apply to the Supreme Court of Victoria (**Supreme Court**) for an order permitting the Vendor to rescind the Contract.
- (d) The Supreme Court may make an order permitting the recession of the Contract if it is satisfied that making the order is just and equitable in all the circumstances.

#### 24.8. Staged development

- (a) The Purchaser accepts that the Vendor may subdivide the Site in stages as contemplated by section 37 of the Subdivision Act and the regulations under the Subdivision Act.
- (b) A Plan of subdivision for a subsequent stage may:
  - (i) create, remove or change Lots in that stage;
  - (ii) create, remove or change an easement or restriction in that stage;
  - (iii) dedicate land for roads or reservations; or
  - (iv) change a Plan for an earlier stage by showing land on that Plan as being benefited by an easement or restriction created over the land in the Plan for the subsequent stage.
- (c) The Vendor may:
  - (i) consolidate any or all stages into one Plan of subdivision;
  - (ii) proceed with a Plan of subdivision for a later stage before an earlier stage. This includes preparing the plan for the later stage, applying for planning approval and lodging it for registration; and
  - (iii) proceed with a Plan of subdivision for all or part of the Site before proceeding with the Plan. This includes preparing a Plan, applying for planning approval and lodging for registration any Plan for all or part of the Site.

- (d) If the Vendor subdivides the Site in stages:
- (i) the Purchaser accepts that construction and other works may be required including:
    - (A) use of construction plant;
    - (B) earthworks;
    - (C) display of signs; and
    - (D) changes to entry points,
 and that these works may produce dust, noise or other discomforts; and
  - (ii) the Vendor must use all reasonable endeavours to make sure its Builders and contractors minimise the effect on the Purchaser's occupation of the Land.

The Purchaser must not rescind this Contract, make any objection, requisition, claim compensation or damages, refuse to pay the Price or delay settlement because of any matter contained in this special condition 24.8.

## 25. Utilities

- (a) The Purchaser acknowledges that:
- (i) the Property is sold subject to any Utilities which affect the Land;
  - (ii) a Utility may be a joint service with any other land or building;
  - (iii) a Utility servicing the Property or any other property may pass through, under or over the Land, whether or not it is the subject of a registered easement;
  - (iv) as a result of the presence of Utilities on the Land, an Authority or any other person or property may have the benefit of any right or easement over the Land;
  - (v) the Utilities referred to as being available to the Property in the Vendor's Statement may be laid outside the boundary of the Property and it is the Purchaser's responsibility to connect the Utilities to the Property;
  - (vi) the Purchaser must comply with all requirements of the relevant supply Authority (presently City West Water) concerning the use of recycled water; and
  - (vii) the Purchaser is responsible for connection of telecommunications (including fibre connections or connection to the National Broadband Network (**NBN**)) and that the Vendor will not be providing, arranging or connecting any fibre or NBN services to the Land.
- (b) The Vendor makes no warranty as to the quality of any recycled water or the fitness of its use for any purpose.
- (c) The Purchaser indemnifies the Vendor against any loss, damage, liability, claim, proceeding, demand, cost or expense incurred or sustained by the Vendor concerning anything set out in this special condition 25.

- (d) The Purchaser must not rescind this Contract, make any objection, requisition, claim compensation or damages, refuse to pay the Price or delay settlement because of anything contained in this special condition 25.

## 26. Foreign Investment

### 26.1. Purchaser Warranty

If the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval or an indication of non-objection under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) or any real estate policy guidelines of the Commonwealth Government and/or the approval or certification of the Treasurer under the Foreign Acquisitions and Takeovers Regulations to enter into this Contract, the Purchaser warrants that it has obtained the approval or certification of the Treasurer or has received a statement of non-objection.

### 26.2. Purchaser's indemnity

If the warranty in special condition 26.1 is untrue in any respect the Purchaser indemnifies the Vendor against any loss which the Vendor suffers as a result of the Vendor having relied on the warranty when entering into this Contract, including any indirect loss.

## 27. Construction

### 27.1. Meaning of words

In this special condition:

**Construction Period** means the period from the Date Settlement is Due to the date that is 3 years after the Date Settlement is Due (both inclusive); and

**Taylor's Quarter Design Standards** means the siting and design standards for building on the Land as amended from time to time, a copy of the draft of which is contained in Schedule 3 to this Contract and marked "Taylor's Quarter Design Standards". A colour copy will be provided upon request.

### 27.2. Taylor's Quarter Design Standards

The Purchaser must:

- (a) commence or cause to be commenced (or if the Purchaser is a Private Purchaser procure a Builder to commence or cause to be commenced) the construction of a house within 2 years after the Date Settlement is Due in accordance with the plans that have been endorsed by the Vendor under 27.2(c);
- (b) ensure that the construction is completed within the Construction Period; and
- (c) prior to obtaining a building permit and starting construction, the Purchaser must submit 3 copies (A3 size) to the Vendor for endorsement of the house design plans (that are prepared in accordance with the Taylor's Quarter Design Standards) including siting plan, floor plans and elevations and proof of its achieving a 6 star energy rating and meeting the Victorian Government requirements in relation to water tanks and solar hot water heaters.

## **28. The Purchaser must not sell the Property**

### **28.1. The Purchaser must not sell the Property for at least 12 months**

Unless the Purchaser has finished building a house on the Property, the Purchaser must not Sell the Property within 12 months after the Date Settlement is Due except where:

- (a) the transferee is a Relative of the Purchaser;
- (b) the Purchaser is a Builder who Sells the Land under a house and land package requiring the transferee to build a house on the Property under a Major Domestic Building Contract; or
- (c) the Purchaser has given the Vendor details of the Purchaser's proposal to Sell the Property and the Vendor, acting reasonably, agrees that to prevent a Sale would be unreasonable.

### **28.2. What happens if the Purchaser Sells the Property**

If the Purchaser Sells the Property the Purchaser must require that the new owner of the Property (**New Owner**) executes the New Owner's Covenant in the Vendor's favour before settlement of that sale under which the New Owner agrees;

- (a) to comply with all of the Purchaser's obligations under this Contract;
- (b) where the Vendor owns land adjoining the Property, the Vendor is not liable to contribute towards the cost of a dividing fence; and
- (c) to require any purchaser from the New Owner to execute a further deed in the Vendor's favour in the same terms as set out in this special condition.

### **28.3. Indemnity**

The Purchaser indemnifies the Vendor against any loss, damage, liability, claim, proceeding, demand, cost or expense incurred or sustained by the Vendor concerning anything set out in this special condition.

## **29. Works affecting natural surface level of the Land**

### **29.1. Disclosure of works**

The Vendor discloses to the Purchaser that any works affecting the natural surface level of the Land are disclosed on the Stage 2 Layout Plans.

### **29.2. Stage 2 Layout Plans**

- (a) The Purchaser acknowledges that:
  - (i) the Stage 2 Layout Plans are preliminary engineering design face plans indicating the proposed service reticulation and road location and change of levels for the Land and surrounding lands;
  - (ii) the Stage 2 Layout Plans are in draft form and are subject to Council approval and/or design approval and the information presented within the Stage 2 Layout Plans will be amended as the design advances;

- (iii) the Stage 2 Layout Plans indicate the level of Australian Height Datum of:
  - (A) the natural surface level of each title corner of the Land;
  - (B) the proposed final design surface level at each title corner of the Land;
  - (C) the estimated design surface levels of batters within Lots. This information is provided as a preliminary indication of the overall lot surface grading. The detailed design of the civil construction works has not been finalised and accordingly the final design surface levels may be altered; and
  - (D) any proposed changes to the natural surface of any other abutting land in the same subdivision (apart from the road frontage) which may affect the use or enjoyment of the Land; and
- (iv) the Land has been provided with a drainage connection point to allow connection to the underground stormwater drainage system.
- (b) The Vendor does not accept any liability for any changes to land surface levels which happen during building or landscaping or any other works which may make any part of the Land incapable of draining to the inlet point provided.

### **29.3. The Vendor may do works to alter the natural surface of the Land**

- (a) The Purchaser acknowledges that the Vendor has done or may do works affecting the natural surface level of the Land in accordance with the Stage 2 Layout Plans. These works may include cutting, excavating, grading, levelling, placing fill or soil on the Land, removing soil from the Land or by carrying out any other works on the Land.
- (b) The Purchaser acknowledges that the exact natural surface level of the Land described in the Stage 2 Layout Plans are subject to change and may do so after the Day of Sale. The Vendor will disclose any changes described in this special condition 29.3(b) as soon as practicable to the Purchaser.
- (c) The Vendor does not make any representation about the exact nature and extent of any works affecting the natural surface level of the Land carried out in accordance with the Stage 2 Layout Plans.
- (d) The Purchaser acknowledges that the Site costs associated with the construction of a dwelling on the Land may increase as a result of any works undertaken in accordance with this special condition 29.3.
- (e) The Purchaser must not rescind this Contract, make any objection, requisition, claim compensation or damages, refuse to pay the Price or delay settlement because of any matter referred to in this special condition 29.3.

### **29.4. Tree Roots**

Without limiting the operation special condition 29.7, the Purchaser acknowledges and agrees that:

- (a) the Site costs associated with the construction of a dwelling on the Land may increase as a result of tree roots that might be present under the surface of the Land;



- (b) the Vendor does not make any representation in relation to any tree roots on or under the Land including their existence or location; and
- (c) the Purchaser must not rescind this Contract, make any objection, requisition, claim compensation or damages, refuse to pay the Price or delay settlement because of any matter referred to in this special condition 29.4.

### 29.5. Underground services

- (a) The Purchaser acknowledges that the Land may have underground services located below the surface level of the Land
- (b) The Purchaser acknowledges that the Vendor may also construct underground services located at any depth below the surface level of the Land, as part of the subdivision.
- (c) The Purchaser must not rescind this Contract, make any objection, requisition, claim compensation or damages from the Vendor, refuse to pay the Price or delay settlement because of any additional construction or foundation costs arising from the existence of these underground services.

### 29.6. Sewer services, stormwater pits and manholes

- (a) The Purchaser acknowledges that:
  - (i) the Vendor will provide connection points to drainage and sewerage systems to service the Land;
  - (ii) there may be stormwater pits, drains and sewer manholes or inspection shafts (**Drainage Services**) in, on or under the surface of the Land, the covers of which have been fixed to levels required by drainage and sewerage Authorities;
  - (iii) the Purchaser will not alter the surface level of the Land within a radius of three metres of any Drainage Service;
  - (iv) if the surface levels of other parts of the Land are changed, the change must not cause or be likely to cause pooling of surface drainage at or near the Drainage Services; and
  - (v) if any change to surface levels of the Land has been made by or on behalf of the Purchaser, and that change causes an Authority to require the Vendor to adjust the levels of the Drainage Services, then the Purchaser must reimburse the Vendor the cost of making that adjustment.
- (b) The Purchaser must give the Vendor or its authorised agents and contractors access to the Land at any time to inspect the Land and carry out any adjustments required under this special condition 29.6.
- (c) The Purchaser indemnifies the Vendor against any claim, action, loss, damage, liability, cost or expense that may be brought against the Vendor or which the Vendor may pay, sustain or incur because of any failure by the Purchaser to comply with this special condition 29.6.
- (d) The Purchaser must not rescind this Contract, make any objection, requisition, claim compensation or damages, refuse to pay the Price or delay settlement because of anything contained in this special condition 29.6.

## 29.7. Land Condition

- (a) Without in any way limiting anything contained in this Contract, the Purchaser acknowledges that:
- (i) the Purchaser has conducted its own inspections of the Land and buys the Land as inspected by the Purchaser;
  - (ii) the Purchaser has made its own enquiries as to the Land and anything affecting the Land, or the future use or development of the Land (including without limitation anything above, on or below the surface of the Land); and
  - (iii) the Vendor makes no representation or warranties regarding the condition of the Land or anything affecting the Land, or the future use or development of the Land (including without limitation anything above, on or below the surface of the Land).
- (b) The Purchaser acknowledges and agrees that:
- (i) the Purchaser indemnifies the Vendor against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including costs on a full indemnity basis) that may be brought against the Vendor; and
  - (ii) the Purchaser must not rescind this Contract or make any objection, requisition, claim compensation or damages from the Vendor, refuse to pay the Price or delay settlement,

because of any additional construction or foundation costs arising from anything above, on or below the surface of the Land or affecting the Land.<sup>[SP1]</sup>[DH2]

## 30. Fences

### 30.1. Purchaser to inspect

The Purchaser acknowledges that it has inspected the fencing on the Property (if any) (including any new fences constructed under special condition 30.2) and agrees that the Purchaser is satisfied:

- (a) as to the fence's quality, construction and fit and finish; and
- (b) the location of the fence.

### 30.2. Vendor can reconstruct

- (a) The Purchaser agrees that the Vendor may (in its absolute discretion) remove any fencing that is present on the Property or in the vicinity of the Property prior to the Settlement Date.
- (b) If the Vendor removes any fencing under this special condition 30.2 the Vendor may elect to reconstruct the fence at its own cost (in its absolute discretion) prior to the Settlement Date.
- (c) The Purchaser agrees that the Vendor makes no representation that:
  - (i) it will rebuild and/or replace any removed fences under special condition 30.2(a);

- (ii) if the Vendor elects to reconstruct the fence under special condition 30.2(b), as to the quality and fit and finish of the fence; and
  - (iii) the alignment of any boundary fence accurately reflects the alignment of the boundary of the Property.
- (d) The Purchaser must not rescind this Contract, make any objection, requisition, claim compensation or damages, refuse to pay the Price or delay settlement because the Vendor has exercised its rights under this special condition 30.2 or because of any matter referred to in this special condition 30.2.

### **30.3. Fencing responsibility**

- (a) The Purchaser is responsible for all fencing notices served on or after the Day of Sale (whether or not this Contract is unconditional) and, subject to obtaining the Vendor's prior written consent (given or withheld at the Vendor's absolute discretion and which may be given subject to conditions) is entitled to enter on the Land to comply with a fencing notice.
- (b) The Purchaser consents to the Vendor disclosing the Purchaser's name and contact details to adjoining owners, their agents or representatives for the purpose of issuing a fencing notice or any other notice as required to comply with General Condition 21.
- (c) The Purchaser accepts the Land in its condition at the Day of Sale and may not call on the Vendor to pay for or contribute to the cost of the construction of fences irrespective of whether notices to fence had been served on the Vendor on or before the Day of Sale.
- (d) While the Vendor is the owner of any land adjoining or contiguous to the Land, the Purchaser must not require the Vendor to pay for or contribute to the cost of a fence or fences between the land retained by the Vendor and the Land.
- (e) When the Purchaser sells the Land or any part of it, the Purchaser warrants to include this special condition for the Vendor's benefit for as long as the Vendor is the owner of any land adjoining or contiguous to the Land.
- (f) The Vendor may install security fencing and gates to secure the land and the surrounding land with access being managed by the Vendor from the Taylors Lake Sales Office.

## **31. Restrictive Covenants**

### **31.1. Land restrictions**

- (a) Once the Plan is registered, the Land will be subject to restrictive covenants as described under "notations" in the Plan which restricts how the Purchaser may use the Land.
- (b) The Purchaser acknowledges that the Vendor has disclosed these restrictions prior to the Purchaser signing this Contract and the Purchaser will acquire the Land subject to these restrictions.
- (c) The Purchaser agrees to not make any objection, requisition, claim compensation or damages, refuse to pay the Price or delay settlement in relation to the matters described in special condition 31.1(a).

## 32. Homes for Homes

### 32.1. Homes for Homes Initiative

The Purchaser acknowledges and agrees that it has elected to be part of the Homes for Homes Scheme by entering into this Contract.

### 32.2. Background

- (a) The Vendor supports the Homes for Homes initiative. Further information on the Homes for Homes initiative can be obtained from [www.homesforhomes.com](http://www.homesforhomes.com) (**Homes for Homes**).
- (b) The Purchaser acknowledges that the Property contained in this Contract has been registered to participate in Homes for Homes as set out in the Homes for Homes Donation Deed, a copy of which is contained in Schedule 5 to this Contract (**Homes for Homes Donation Deed**).
- (c) Subject to settlement of the Property taking place, the Vendor will donate 0.1% of the Sale Price of the Property to H4H.

### 32.3. Purchaser's commitment

By entering this Contract of Sale the Purchaser acknowledges and agrees:

- (a) that, subject to its right to withdraw the Property from Homes for Homes after the Settlement Date, the Purchaser will participate in Homes for Homes and is bound by the terms of the Homes for Homes Donation Deed from the Settlement Date;
- (b) without limiting (a) above, to comply with the obligations set out in the Deed Poll in favour of Homes for Homes from the Settlement Date;
- (c) to sign a new Homes for Homes Donation Deed (on terms identical to the Homes for Homes Donation Deed) if requested by Homes for Homes at any time;
- (d) to make a voluntary tax-deductible donation to Homes for Homes of 0.1% of the Sale Price when the Purchaser sells the Property in the future; and
- (e) the Vendor may provide the Purchaser's and Property details to Homes for Homes for its use in operating Homes for Homes.

### 32.4. Purchaser's withdrawal

- (a) Should a Purchaser choose to withdraw from the Homes for Homes Scheme, they can do so after the settlement of the Property by notifying Homes for Homes.
- (b) The Purchaser will need to notify Homes for Homes in writing advising that they no longer wish to participate in, and donate to, the Homes for Homes Scheme.
- (c) Homes for Homes will provide the Purchaser with a withdrawal of Caveat form signed by Homes for Homes at no cost to the purchaser.

### 32.5. Caveat

- (a) The Purchaser further acknowledges and agrees that pursuant to the Homes for Homes Donation Deed, Homes for Homes intends to lodge a caveat over the title to the Property that permits subsequent dealings (**Caveat**) once the Purchaser is the registered proprietor.
- (b) Pursuant to the Homes for Homes Donation Deed, at the request of the registered proprietor of the Property at any time, Homes for Homes will consent to any dealing and or withdrawal of the Property from Homes for Homes.
- (c) The Purchaser must not make any requisition or objection, rescind or terminate this contract, claim any compensation or delay completion as a result of any caveat that may be lodged for registration or registered on the title to the property by or on behalf of Homes for Homes as caveator.

### 33. Electronic conveyancing

- (a) Settlement and lodgement of the instruments necessary to record the Purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. Subject to special condition 33(b) this special condition will apply to this Contract and has priority over any other provision to the extent of any inconsistency.
- (b) A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 33 ceases to apply from when such a notice is given.
- (c) Each party must:
  - (i) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (ii) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
  - (iii) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- (d) The Vendor must open the Electronic Workspace (**Workspace**) as soon as reasonably practicable. The inclusion of a specific date for settlement in a Workspace is not of itself a promise to settle on that date. The Workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- (e) The Vendor must nominate a time of the day for locking of the workspace at least 7 days before the Date Settlement is Due.
- (f) Settlement occurs when the workspace records that:
  - (i) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or

- (ii) if there is no exchange of funds or value, the documents necessary to enable the Purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- (g) The parties must do everything reasonably necessary to effect Settlement:
  - (i) electronically on the next Business Day, or
  - (ii) at the option of either party, otherwise than electronically as soon as possible –  
if, after the locking of the workspace at the nominated settlement time, Settlement in accordance with special condition 33(f) has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- (h) Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- (i) The Vendor must before Settlement:
  - (i) deliver any keys, security devices and codes (**Keys**) to the estate agent named in the Contract,
  - (ii) direct the estate agent to give the Keys to the Purchaser or the Purchaser's nominee on notification of Settlement by the Vendor, the Vendor's subscriber or the Electronic Network Operator;
  - (iii) deliver all other physical documents and items (other than the goods sold by the contract) to which the Purchaser is entitled at Settlement, and any Keys if not delivered to the estate agent, to the Vendor's subscriber or, if there is no Vendor's subscriber, confirm in writing to the Purchaser that the Vendor holds those documents, items and keys at the Vendor's address set out in the Contract, and
  - (iv) give, or direct its subscriber to give, all those documents and items and any such Keys to the Purchaser or the Purchaser's nominee on notification by the Electronic Network Operator of Settlement.
- (j) The Vendor must, at least 7 days before the Date Settlement is Due, provide the original of any document required to be prepared by the Vendor in accordance with special condition 14.

# Schedule 1

## Guarantee and Indemnity

### To: The Vendor

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#### 1. Definitions

In this Guarantee:

**Contract** means the contract of sale of real estate to which this Guarantee is attached, between the Vendor and the Purchaser and any other agreement between the Vendor and the Purchaser concerning the land sold under that Contract;

**Corporations Act** means the *Corporations Act 2001* (Cth);

**Development Victoria** means the person named as the Vendor in the Contract;

**Guarantee** means this deed of guarantee and indemnity including any schedules;

**Guaranteed Amount** means all the money payable by the Purchaser under the Contract;

**Guarantor** means the guarantor named in the Guarantor Schedule;

**Loss** means any loss, damage, liability, claim, proceeding, demand, cost or expense;

**Purchaser** means the person named as purchaser in the Contract;

**Purchaser's Obligations** means the obligations of the Purchaser to:

- (a) pay the Guaranteed Amount; and
- (b) comply with all the Purchaser's other obligations under the Contract; and

**Vendor** means Development Victoria,

#### 2. Interpretation

In this Guarantee, unless the context requires otherwise:

- (a) a reference to a party in this Guarantee or the Contract includes that party's successors, personal representatives and permitted assigns;
- (b) if 2 or more people are described as a party, each person is:
  - (i) liable for their obligations; and
  - (ii) entitled to their rights,
 jointly and severally;
- (c) the word "person" includes a natural person and any body or entity whether incorporated or not;
- (d) the singular includes the plural and vice versa;

- (e) a gender includes the other genders; and
- (f) a heading may be used to help interpretation but is not legally binding.

### **3. Guarantor's acknowledgement**

The Guarantor acknowledges that the Guarantor gives this Guarantee in consideration of the Vendor entering into the Contract with the Purchaser at the Guarantor's request.

### **4. Guarantee**

- (a) The Guarantor guarantees to the Vendor the punctual compliance with the Purchaser's Obligations.
- (b) If the Purchaser fails to pay any of the Guaranteed Amount on time, the Guarantor will immediately pay that money to the Vendor on demand whether or not the Vendor has demanded the money from the Purchaser.
- (c) If the Purchaser fails to pay the Guaranteed Amount, the Purchaser fails to comply with any of the Purchaser's Obligations or the Contract is repudiated, the Guarantor:
  - (i) indemnifies the Vendor against any Loss which the Vendor incurs as a result; and
  - (ii) will pay an amount equal to the Loss to the Vendor on demand.

### **5. Guarantor's indemnity**

The Guarantor indemnifies the Vendor against any Loss the Vendor incurs because:

- (a) the Purchaser lacks the capacity or power to enter the Contract;
- (b) the Purchaser is not competent to enter the Contract or is under a legal limitation or disability;
- (c) the Purchaser dies, is liquidated or becomes bankrupt; or
- (d) anything else occurs that prevents the vendor from recovering the Guaranteed Amount from the Purchaser.

### **6. Guarantor's obligations**

The Guarantor's obligations in this Guarantee are principal obligations and the Vendor need not:

- (a) make a demand on the Purchaser; or
  - (b) exercise any rights against the Purchaser,
- before exercising any rights against the Guarantor.

### **7. Guarantee is continuing and irrevocable**

- (a) This Guarantee is a continuing guarantee and is irrevocable.
- (b) The obligations of the Guarantor are absolute and unconditional.



- (c) The Guarantor is not released from liability until all of the Purchaser's Obligations are complied with to the Vendor's satisfaction.

## **8. Guarantee not affected by other matters**

This Guarantee is not affected by:

- (a) any variation of the Contract;
- (b) any extension of time for compliance with the Purchaser's Obligations, any other concession, or any release given to or compromise with the Purchaser or any other person or corporation (whether or not with the consent of the Guarantor);
- (c) the Purchaser nominating a substitute or additional purchaser under the Contract;
- (d) the whole or any part of the Purchaser's Obligations being illegal, void, voidable or unenforceable;
- (e) any limitation, disability, incapacity or other circumstance relating to the Purchaser;
- (f) any neglect or failure by the Vendor to prosecute or enforce its rights under the Contract;
- (g) the termination of the Contract by the Vendor because of a failure by the Purchaser to perform the Purchaser's Obligations;
- (h) the winding up, bankruptcy or death of the Purchaser or the Guarantor;
- (i) the Purchaser's liability to pay the Guaranteed Amount or to comply with the Purchaser's Obligations being released or deferred under a scheme of arrangement between the Purchaser and the Purchaser's creditors or in any other way;
- (j) a payment to the Vendor under the Contract being held to be a preference or being set aside by a court;
- (k) the failure of any person named as Guarantor to execute this Guarantee, or the liability of any Guarantor ceasing for any reason; or
- (l) any other matter which, but for this provision, would release the Guarantor from this Guarantee under the law relating to sureties.

## **9. Purchaser's Obligations not enforceable**

If any of the Purchaser's Obligations are not enforceable against the Purchaser so that the Purchaser's Obligations are not recoverable from the Guarantor as surety, the Guarantor:

- (a) unconditionally and irrevocably indemnifies the Vendor against any Loss which the Vendor incurs as a result;
- (b) agrees that the Vendor may recover the Loss from the Guarantor as principal debtor; and
- (c) must pay the amount of the Loss to the Vendor on demand.

**10. Purchaser becomes insolvent**

- (a) The Guarantor must not compete with the Vendor for any money the Purchaser owes the Guarantor if the Purchaser:
- (i) being an individual, becomes an insolvent under administration (as defined in the Corporations Act); or
  - (ii) being a corporation, (as defined in the Corporations Act), becomes an externally-administered body corporate (as defined in the Corporations Act).
- (b) The Guarantor authorises the Vendor to:
- (i) prove for all money the Purchaser owes the Guarantor; and
  - (ii) retain and carry a suspense account and, at the Vendor's discretion, to appropriate any money received until the Vendor has been fully paid an amount equal to the money the Purchaser owes to the Vendor.

**11. Notices**

A notice or demand made by the Vendor under this Guarantee may be given or made in the same way as a notice or demand under the Contract.

## Guarantor Schedule

Guarantor's name:		
Address:		
Suburb:	State:	Postcode:
Tel:	Fax:	Email:

Guarantor's name:		
Address:		
Suburb:	State:	Postcode:
Tel:	Fax:	Email:

**Executed by the Guarantor as a deed:**

**Dated:**  day of  2019

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

.....  
(Signature of Witness)

.....  
(Full Name of Witness - please print)

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

.....  
(Signature of Witness)

.....  
(Full Name of Witness - please print)

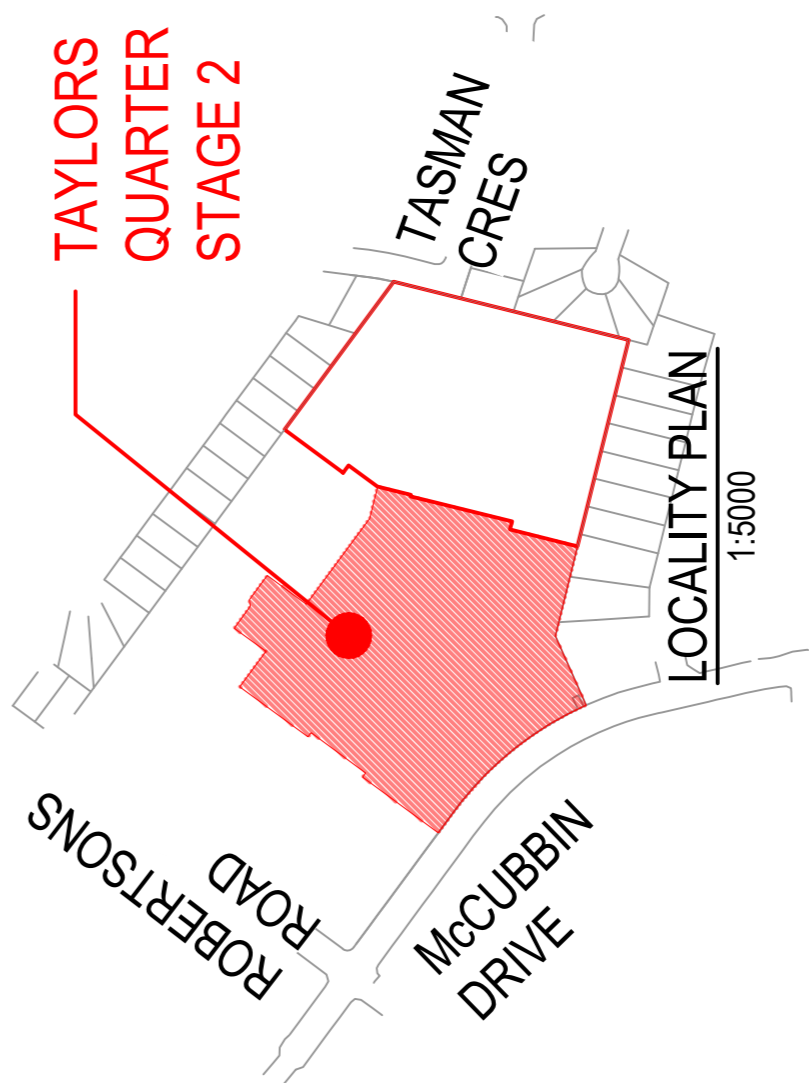
## Schedule 2

### Stage 2 Layout Plans



**LEGEND:**

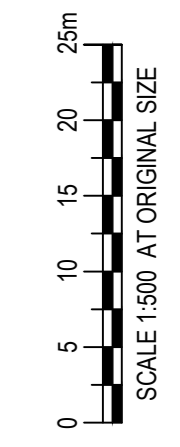
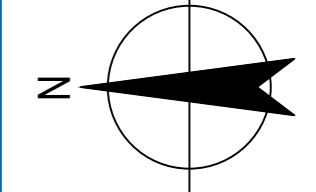
- KERB AND CHANNEL (SM2 U.N.O)
- TITLE BOUNDARY
- STAGE BOUNDARY
- EXISTING SURFACE CONTOUR
- PROPOSED GAS
- PROPOSED ELECTRICITY
- PROPOSED TELSTRA
- PROPOSED SEWERAGE
- PROPOSED SEWERAGE PROPERTY CONNECTION
- PROPOSED WATER
- PROPOSED STORMWATER
- PROPOSED STORMWATER
- HOUSE CONNECTION (FRONT)
- PROPOSED STORMWATER HOUSE CONNECTION (REAR)
- PROPOSED ROAD GRADING
- PROPOSED ALLOTMENT GRADING
- PROPOSED EASEMENT
- CONCRETE FOOTPATH PAVEMENT AS PER COUNCIL STANDARD DRAWING S350
- RAISED PAVEMENT - KANMANTOO
- BLUESTONE COBBLE PAVERS
- WSUD RAINGARDEN WITH KERB BREAKS
- >300mm FILL REQUIRED
- FINISHED PATH LEVEL
- FINISHED SURFACE LEVEL
- EXISTING SURFACE LEVEL
- TOP OF BATTER LEVEL
- TOP OF BATTER
- EXISTING GAS
- EXISTING ELECTRICITY
- EXISTING TELSTRA
- EXISTING SEWERAGE MAIN
- EXISTING WATER
- EXISTING STORMWATER
- TEMPORARY BENCHMARK
- PROPOSED LINEMARKING
- PROPOSED PRAMCROSSING AS PER COUNCIL STANDARD DRAWING S315



TBM  
NAIL IN PATH



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Client	Design	Drawn	Checked	Approved
Project	Design	Checked	Checked	Checked
Title	Check	Date	Date	Date
Scale	1:500			

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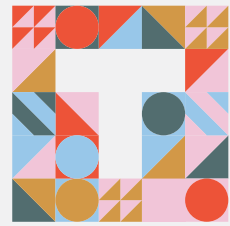
**PRELIMINARY**  
**DEVELOPMENT VICTORIA**  
**TAYLORS LAKE DEVELOPMENT**  
**STAGE 2 LAYOUT**  
Client: J. THAI  
Project: TAYLORS LAKE DEVELOPMENT  
Title: STAGE 2 LAYOUT  
Original Size: A1  
Drawing No.: 31-33682-SK034  
Rev: B

No	Revision	Note	Drawn	ES	MG	ES	MG	ES	MG	ES	MG	Date
B	PRELIMINARY ISSUE		MP	ES	MG	ES	MG	ES	MG	ES	MG	02.07.19
A	PRELIMINARY ISSUE		MP	ES	MG	ES	MG	ES	MG	ES	MG	25.06.19

## **Schedule 3**

### **Taylors Quarter Design Standards**

**NOTE: A colour copy of this document is available upon request.**



# taylor's quarter

DESIGN STANDARDS  
DESIGN STANDARDS  
PREPARED MAY 2019 - V1



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# Move up, not out.

With everything at Taylors Quarter carefully considered.

Development Victoria has prepared these Design Standards to help you and your builder design and construct your home, and ensure that Taylors Quarter is a vibrant, sustainable and attractive community.

The vision for Taylors Quarter is to create a sustainable neighbourhood that is a great place to live. The Design Standards will ensure that there is a consistent quality of built form and landscaping throughout the development that aligns with this vision for the community.

These Design Standards are part of your Contract of Sale and are binding. They are easy to follow, and are meant to encourage high-quality homes, promote a sustainable development, and protect your investment. However, a design response that embraces the vision for the community but does not comply with the design requirements will be assessed on its merits.

A definition of terms can be found in *7.0 Definitions* at the back of this document.



Illustrated Masterplan of Taylors Quarter

# DESIGN APPROVALS

Development Victoria requires as a condition in the contract of sale that all buildings and structures must be endorsed by Development Victoria prior to seeking a building permit.

Prior to the preparation of your house plans, applicants are encouraged to discuss with Development Victoria the Design Standards to be considered in the preparation of plans for endorsement.

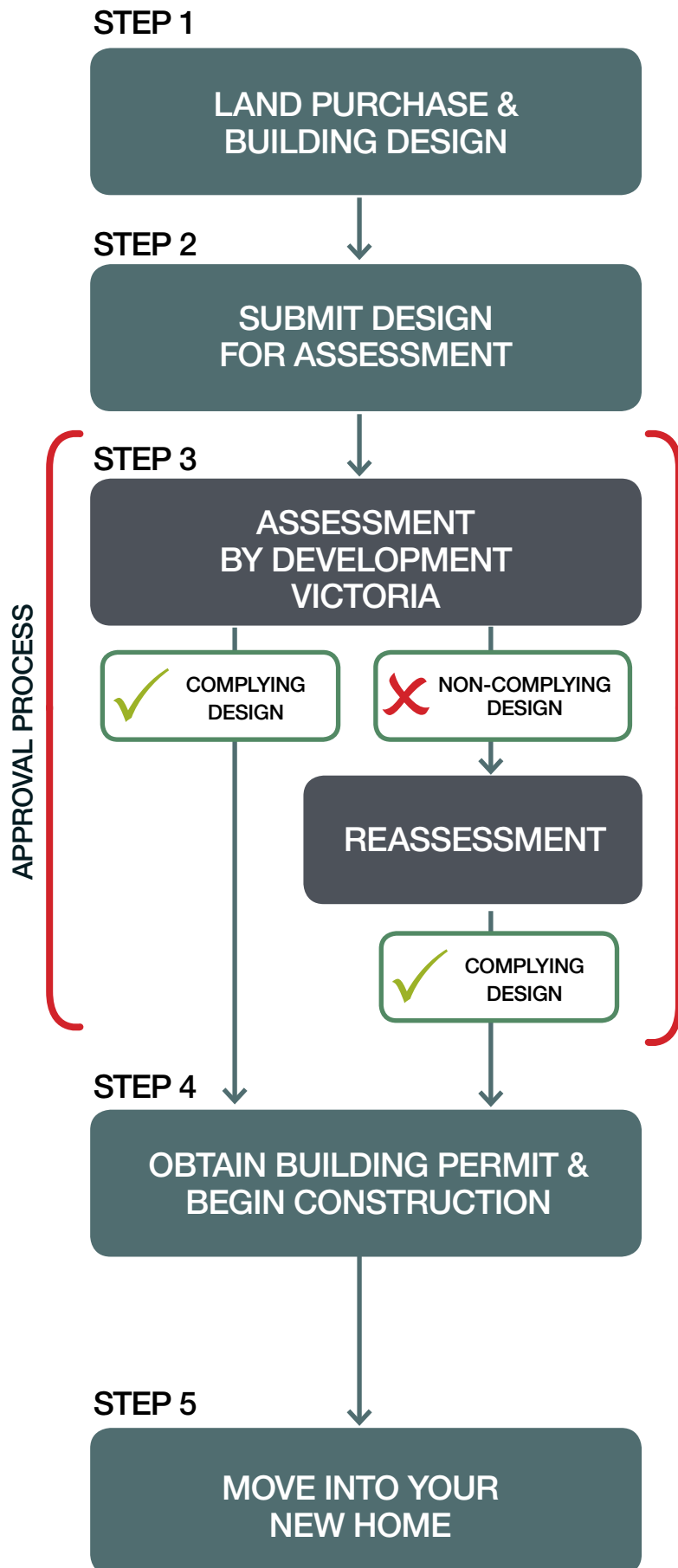
In exceptional circumstances, Development Victoria may endorse plans that do not fully comply with every detail of the Design Standards, provided that:

- The proposal meets the general intent of the Taylors Quarter Design Standards;
- The variation is minor and not likely to detrimentally affect the amenity of the streetscape or any neighbour;
- The design of the proposal is in keeping with the character of the area; or
- There is no practical alternative.

These design standards should be read in conjunction with ResCode (Clause 54 of the Planning Scheme) as ResCode will apply on issues where the Housing Design Standards are silent.

All houses at Taylors Quarter will need a building permit issued by a building surveyor prior to start of construction. If your lot is smaller than or equal to 300m<sup>2</sup>, Brimbank City Council requires that a planning permit is granted prior to a building permit being granted, to ensure that the house addresses the specific requirements of the Council's Planning Scheme. The Taylors Quarter Design Standards have been crafted to ensure that compliant home designs are unlikely to encounter difficulties in this additional process with Council. Generally these documents are organised by your builder.

# Key steps to planning your new home



Once you have completed the purchase of the land, you will select your home and your builder. Ensure that you make the home sales team aware of these Design Standards as early as possible.

When you are happy with your selected home and your builder has completed the house plans in accordance with the Design Standards, Building Envelope Plans and MCP. The documents must be electronically submitted, together with the checklist on pages 32-34, to Development Victoria for assessment and approval.

Your house design will be assessed by Development Victoria. You should expect to receive a response in 10 business days.

**COMPLYING DESIGNS** will receive electronically approved stamped plans, accompanied by an approval letter.

**NON-COMPLYING DESIGNS** will receive written commentary on the areas where the design does not meet the standards. The design will need to be resubmitted to Development Victoria for a reassessment before design approval can be granted.

Your builder will organise for a building permit by submitting the approved house plans to a building surveyor so that the construction of your home can start. If your lot is smaller than or equal to 300m<sup>2</sup>, Brimbank City Council requires that a planning permit is granted prior to a building permit being granted. This should be organised by your builder. You must complete the construction of your home within 3 years from the date of settlement. The house you construct must be endorsed by Development Victoria in accordance with the Taylors Quarter Design Standards.

When your house and driveway are completed, your builder will organise for a Certificate of Occupancy, which will allow you to move in to your new home. The landscaping of your front garden must be completed within 6 months of your Certificate of Occupancy.

# ENVIRODEVELOPMENT ACCREDITATION

EnviroDevelopment is a scientifically-based branding system designed to make it easier for purchasers to recognise and, thereby, select more environmentally sustainable homes and lifestyles. The accreditation is awarded based on an assessment scheme that reviews the performance of development projects across the following elements - Ecosystems, Waste, Energy, Materials, Water and Community.

Taylor's Quarter is seeking EnviroDevelopment accreditation, therefore these Design Standards have been developed to promote sustainable and environmentally conscious design outcomes in line with EnviroDevelopment principles.

Being accredited will benefit not only the environment, but also the quality of life in your home.

Every home is a fundamental building block of Taylor's Quarter. It is important that your home and your neighbours' houses are designed and constructed with sustainability in mind. Together, your efforts and Development Victoria's initiatives will achieve and maintain the vision for a sustainable Taylor's Quarter.

Visit <http://envirodevelopment.com.au/> for more information about EnviroDevelopment and find out more about EnviroDevelopment accredited projects.

## ENVIRODEVELOPMENT PRINCIPLES



### COMMUNITY

Vibrant, cohesive, sustainable communities with good community design; the provision of community facilities and networks; safe, accessible housing and options for the reduced use of private motor vehicles.



### ECOSYSTEMS

Protected and enhanced health and sustainability of natural systems and the encouragement of native biodiversity and rehabilitation of degraded sites.



### ENERGY

Reduced production of greenhouse gases and reduced use of fossil fuels. This is achieved through greater efficiencies in energy usage and use of renewable and non-polluting energy sources such as solar power.



### MATERIALS

Environmentally responsible material usage including reuse of materials, recycled materials and consideration of the life cycle environmental costs of materials.



### WASTE

Comprehensive waste management procedures and practices to reduce the amount of waste to landfill.



### WATER

Improved water use through water efficiency mechanisms and / or source substitution such as rainwater and stormwater harvesting.

**TAYLORS QUARTER  
DESIGN STANDARDS**



# 1.0 LOT AMENITY

## 1.1 HOUSE SITING

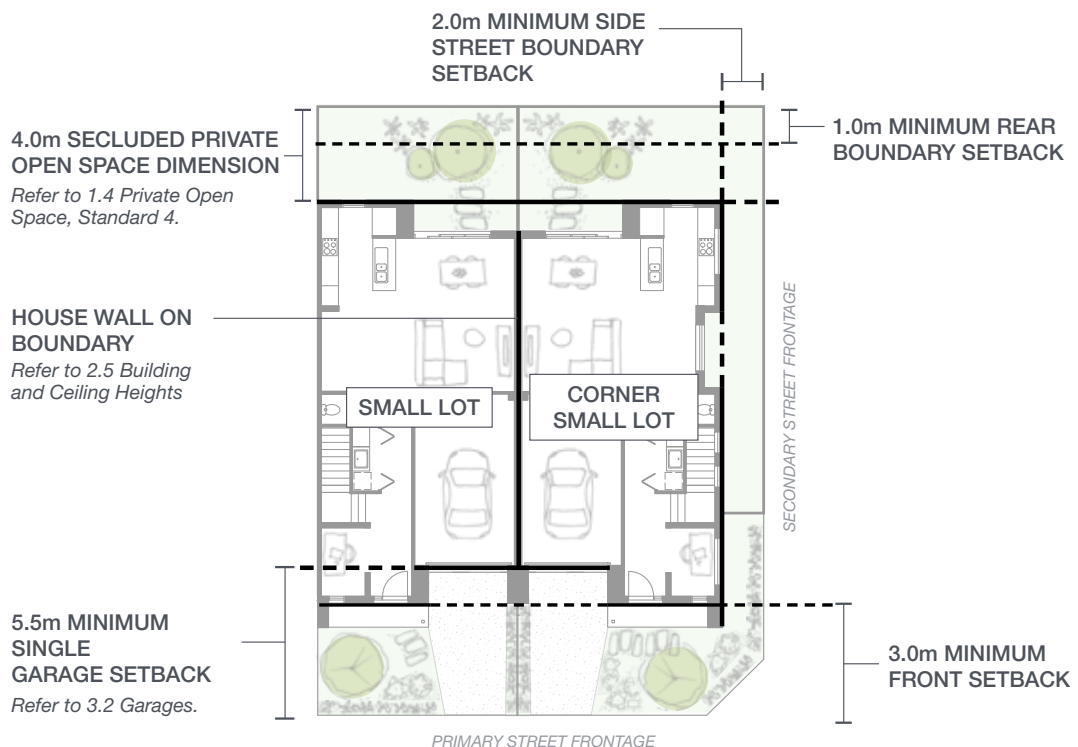
### OBJECTIVES:

- To ensure the optimal siting of the house on the lot.
- To ensure that garages do not dominate the frontage of the house.
- To create a well-landscaped front garden which will be the transition between the public road and the private house.
- To ensure all houses have well-planned private open space, with internal living spaces appropriately located and arranged.
- To ensure that the livability of neighbouring lots is not compromised.

### STANDARDS:

#### A. LOT SETBACKS FOR LOTS EQUAL TO OR SMALLER THAN 300m<sup>2</sup>

1. Houses must be set back from the front boundary by at least 3.0m.
2. Houses must be set back from a side street boundary by at least 2.0m.
3. If not built as part of an integrated terrace development, upper floor setbacks must comply with the setbacks stated in the building regulations.
4. Houses must be set back from a side boundary by at least 1.0m, unless otherwise stated in the Building Envelope Plan or unless the house is built as part of an integrated terrace development. *Refer to 3.2 Garages, Standard 6 for garage side boundary setbacks.*
5. Houses must be set back from a rear boundary by at least 1.0m, unless otherwise stated in the Building Envelope Plan.
6. House setback from a rear boundary must also respect the minimum secluded private open space standard. I.e. Where secluded private open space is sited parallel to the rear wall, a minimum dimension of 4.0m is required. *Refer to 1.4 Private Open Space, Standard 4.*
7. Double garages must be set back at least 5.0m from the front property boundary. *Refer to 3.2 Garages.*
8. Single or tandem garages must be set back at least 5.5m from the front property boundary. *Refer to 3.2 Garages.*

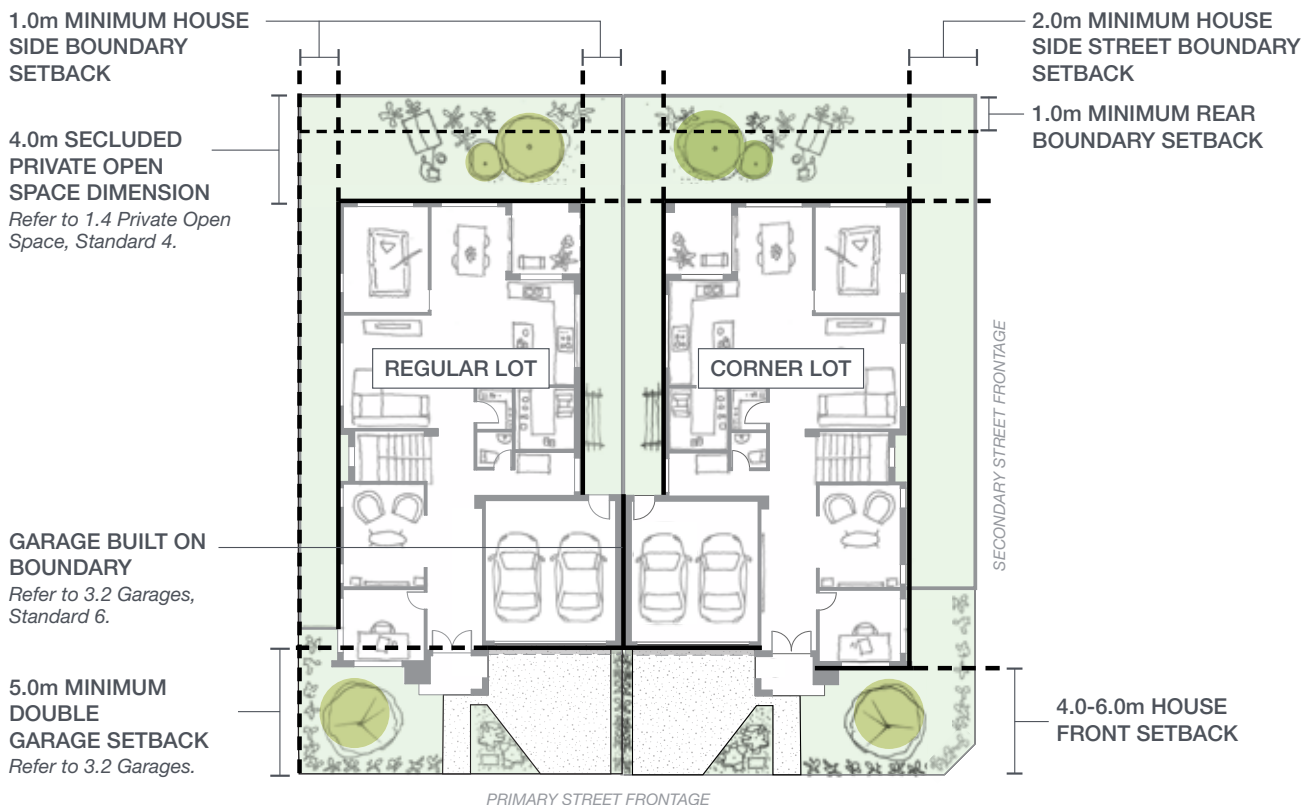


# 1.1 HOUSE SITING (CONTINUED)

## STANDARDS:

### B. LOT SETBACKS FOR LOTS 301m<sup>2</sup> AND LARGER

1. Houses must be set back from the front boundary by at least 4.0m and not more than 6.0m, unless otherwise stated in the Building Envelope Plan or unless the house is built as part of an integrated terrace development.
2. Houses must be set back from a side boundary by at least 1.0m, unless otherwise stated in the Building Envelope Plan or unless the house is built as part of an integrated terrace development. *Refer to 3.2 Garages, Standard 6 for garage side boundary setbacks.*
3. Houses must be set back from a side street boundary by at least 2.0m.
4. Houses must be set back from a rear boundary by at least 1.0m, unless otherwise stated in the Building Envelope Plan.
5. House setback from a rear boundary must also respect the minimum secluded private open space standard. I.e. Where secluded private open space is sited parallel to the rear wall, a minimum dimension of 4.0m is required. *Refer to 1.4 Private Open Space, Standard 4.*
6. Garages up to 3.6m in height can be built abutting the lot boundary. *Refer to 3.2 Garages, Standard 6.*
7. Double garages must be set back at least 5.0m from the front property boundary. *Refer to 3.2 Garages.*
8. Single or tandem garages must be set back at least 5.5m from the front property boundary. *Refer to 3.2 Garages.*
9. Upper floor setbacks must comply with the setbacks stated in the building regulations.



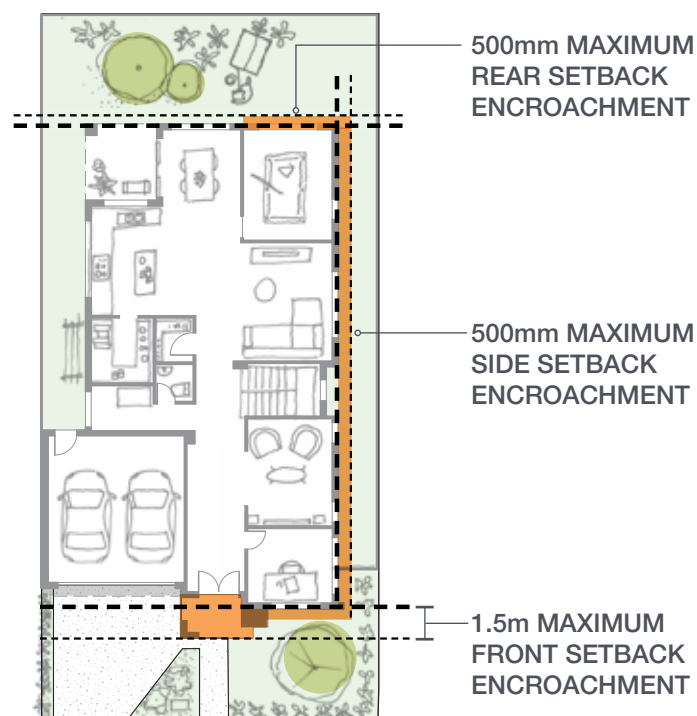
## 1.2 ENCROACHMENTS

### OBJECTIVES:

- To allow for appropriate architectural features and ancillary services to encroach into the setbacks.
- To encourage articulated facade treatments utilising porch, portico, pergola, verandahs, balconies and eaves.

### STANDARDS:

1. Architectural features such as porticos, porches, verandahs, balconies and pergolas for front, side and rear setbacks must:
  - a. Encroach no more than 1.5m into the front setback;
  - b. Encroach no more than 500mm into the side setbacks.
2. Ancillary services such as domestic water tanks, domestic fuel storage tanks, hot water storage tanks and heating/cooling equipment must be located at the side or the rear, and not encroach more than 500mm into the side and rear setbacks.
3. Eaves, including fascia and gutters, may encroach up to 500mm into the front setback and up to 500mm into the side and rear setbacks, provided a minimum 500mm clearance is retained between the gutter and the property boundary.



## 1.3 LOT COVERAGE

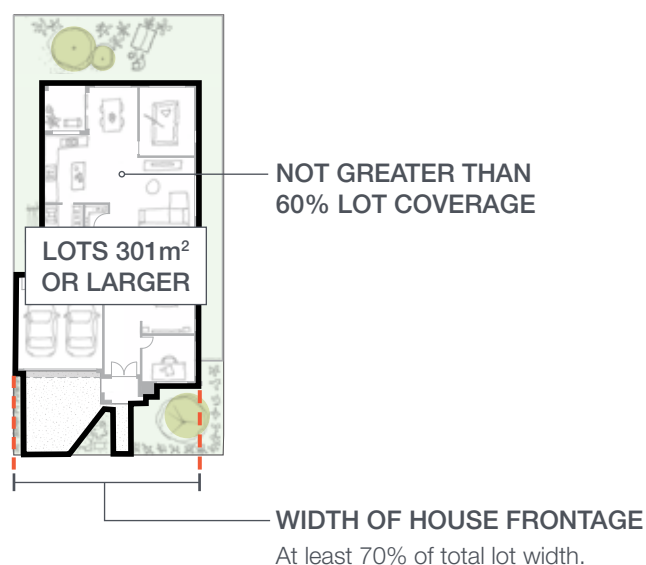
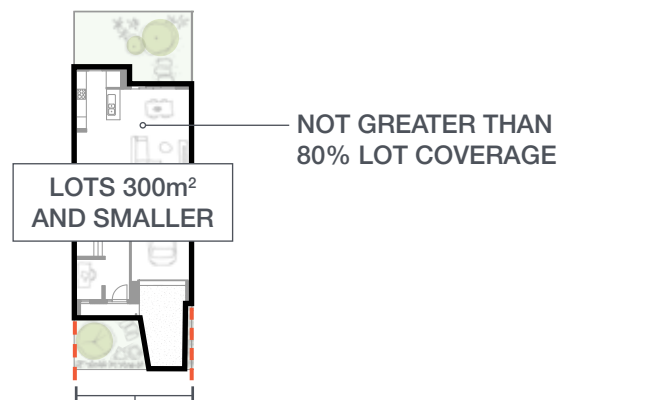
### OBJECTIVES:

- To ensure that a portion of the lot remains pervious.
- To ensure that the houses complement each other in a cohesive streetscape.

### STANDARDS:

1. Only one house must be constructed per lot.
2. Lot coverage must not be greater than 60% of the lot for lots 301m<sup>2</sup> or larger, and 80% for lots smaller than 300m<sup>2</sup>.
3. The total width of the front of the house at ground level must be at least 70% of the width of the lot.

*Refer to 7.0 Definitions for Lot Coverage.*





# 1.4 PRIVATE OPEN SPACE

## OBJECTIVES:

- To ensure all houses have a well-planned and functional private open space.
- To ensure that the private open space and secluded private open space area requirements of Brimbank City Council are met.

## STANDARDS:

### GENERAL PRIVATE OPEN SPACE REQUIREMENTS FOR ALL LOTS

1. Every lot must include an area of private open space of at least 40m<sup>2</sup>.
2. Private open space may be located at the front, side and/or rear of the house.
3. Driveways are not included in area calculations of private open space.
4. At least one part of the private open space is to be secluded and be at the rear of the house with a minimum area of 25m<sup>2</sup> and a minimum dimension of 4.0m.

### 40m<sup>2</sup> MINIMUM TOTAL PRIVATE OPEN SPACE AREA (COLOURED IN GREEN)

\* If your lot is larger than 400m<sup>2</sup>, 1.5 Minimum Garden Area will apply as an additional standard.

### 25m<sup>2</sup> MINIMUM SECLUDED PRIVATE OPEN SPACE AREA AND 4.0m MINIMUM WIDTH (DASHED AREA)

### 25m<sup>2</sup> MINIMUM SECLUDED PRIVATE OPEN SPACE AREA AND 4.0m MINIMUM WIDTH (DASHED AREA)



### DRIVEWAY AREA EXCLUDED

Driveway not included in private open space area.

## 1.5 MINIMUM GARDEN AREA

Lots larger than 400m<sup>2</sup> must meet the requirements for 1.3 Lot Coverage, 1.4 Private Open Space & 1.5 Minimum Garden Area.

In general, the requirements for 1.5 Minimum Garden Area will be met if 1.3 Lot Coverage Standards are fulfilled, on the condition that the private open spaces meet the definition of Garden Area as defined in the *Brimbank Planning Scheme* below:

**Garden Area** is defined as any area on a lot with a minimum dimension of 1.0m that does not include:

- a. A house or residential building, except for:
  - An eave, fascia or gutter that does not exceed a total width of 600mm;
  - A pergola;
  - unroofed terraces, patios, decks, steps or landings less than 800mm in height;
  - A basement that does not project above ground level;
  - Any outbuilding that does not exceed a gross floor area of 10m<sup>2</sup>; and
  - Domestic services normal to a house or residential building;
- b. A driveway; or
- c. An area set aside for car parking.

The following are **excluded** from the Garden Area Calculations:

- Landscaped area with less than 1.0m width.
- House or residential building (including any roofed outdoor area forming part of the house).
- Areas under eaves with a width greater than 600mm.
- Any area set aside as a driveway providing vehicle access to car parking.
- Any uncovered or covered area set aside for car parking.
- A basement that projects above ground level.

### STANDARDS:

#### MINIMUM GARDEN AREA REQUIREMENTS FOR LOTS LARGER THAN 400m<sup>2</sup>

1. All lots larger than 400m<sup>2</sup> include the following percentage requirements of Garden Area:
  - a. For a lot size 400-500m<sup>2</sup>, a minimum 25% of the total lot area must be set aside as Garden Area.
  - b. For a lot size 501-650m<sup>2</sup>, a minimum 30% of the total lot area must be set aside as Garden Area.
  - c. For lot sizes greater than 651m<sup>2</sup>, a minimum 35% of the total lot area must be set aside as Garden Area.

**GARDEN UNDER EAVES THAT ARE 600mm DEEP ARE EXCLUDED**

**ROOFED OUTDOOR LIVING AREAS ARE EXCLUDED**

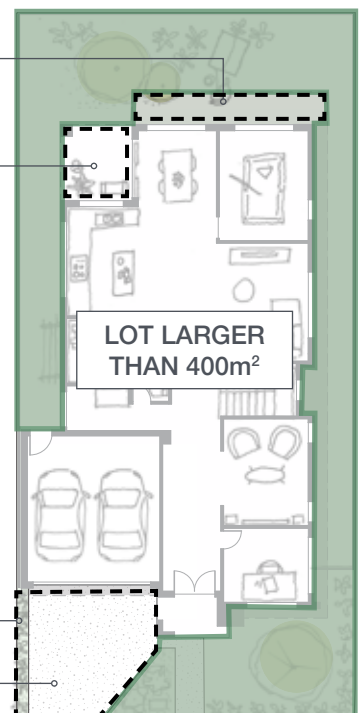
These areas do not meet the definition of 'Garden Area' as defined in the *Brimbank Planning Scheme*.

**LANDSCAPED STRIP AREA EXCLUDED**

Landscaped area width is less than 1.0m and does not count towards Garden Area.

**DRIVEWAY AREA EXCLUDED**

Driveway not included in Garden Area.



# 2.0 FACADE DESIGN AND ARTICULATION

## 2.1 ARCHITECTURAL STYLE

**OBJECTIVES:**

- To create streets with houses that are contemporary Australian architectural house designs, and are harmonious within Taylors Quarter.
- To ensure each house facade presented to the street is well-articulated and with an appropriate design, form, detailing and scale.

**STANDARDS:**

1. Proposed house designs must be of a contemporary style.
2. Historic reproduction styles and eclectic mixtures of styles such as Georgian, Edwardian, Colonial, Victorian and Federation will not be permitted.



Examples of compliant & contemporary architectural styles.

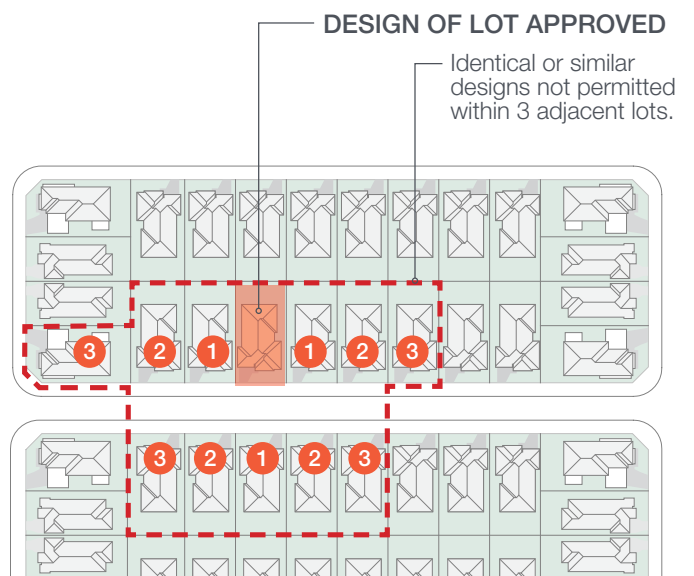
## 2.2 FACADE REPLICATION

**OBJECTIVES:**

- To avoid creating a homogeneous or unappealing streetscape.
- To ensure diversity and visual interest in every house along a street.

**STANDARDS:**

1. Houses with identical or very similar designs will not be allowed within 3 lots of each other, unless the houses are built as part of an integrated terrace development. This can include lots on the same side of the street, the opposite side and around street corners.
2. In the event that more than one application of the same facade design has been submitted for lots in proximity as described in Standard 1, consent will be given to the first complete application to be received. Any subsequent applications for the same facade will need to provide variation from the nearby approved facade design, to the satisfaction of Development Victoria.



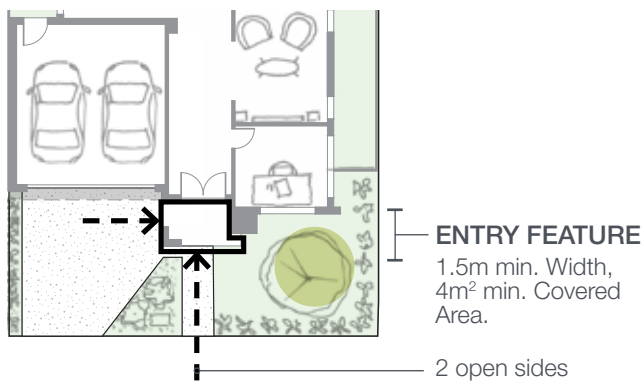
## 2.3 PORCHES & ENTRIES

### OBJECTIVE:

- To create an entry feature to complement the house, that enhances its character and contributes to a varied streetscape.

### STANDARDS:

- Houses must have a front entry portico, verandah or porch integrated with the design of the house.
- The front entry to the house must be prominent, readily apparent as the main entry and visible from the street.
- The entry feature can be a central feature or located to one side and must complement the overall architecture of the house.
- The entry feature must be open on at least 2 sides, include a minimum covered area of 4m<sup>2</sup> and have a minimum width of 1.5m.



### ENTRY FEATURE

Integrated as part of the house, emphasised with balcony and building form for example.

## 2.4 FACADE ARTICULATION

### OBJECTIVE:

- To achieve visual interest and appeal.

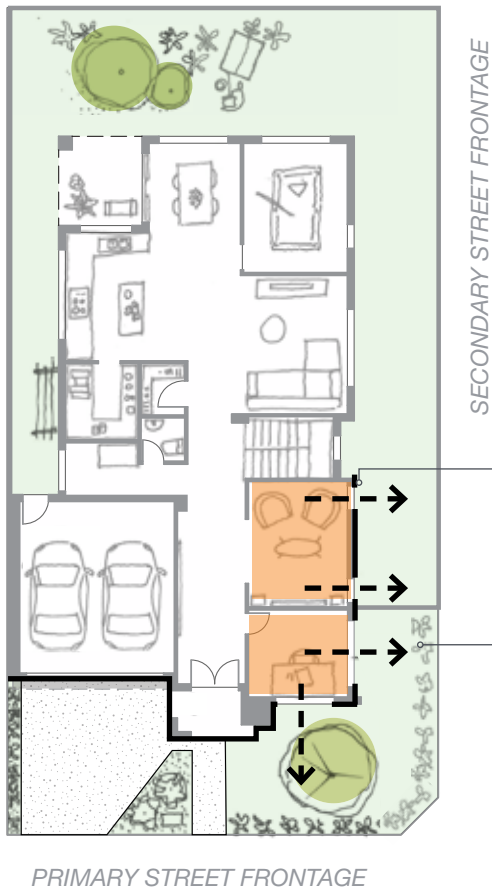
### STANDARDS:

- House facades must be articulated using different architectural elements, i.e. a combination of projections, recesses, eave overhangs and deep window reveals.
- Double and triple storey houses must contain architectural details such as balconies and/or protrusions to articulate and visually break up the overall building mass.
- If the design includes screens or feature walls, these must be integrated into the house design, either by complementing the material and colour, or facade articulation of the house.
- The front facade must include at least one window from a habitable room with a view to the primary street, and this window cannot be a highlight window.



The entry features and facade articulation of these houses comply with the design standards.

## 2.4 FACADE ARTICULATION (CONTINUED)



**FACADE ARTICULATION**  
 Achieved through balcony, varied roof and window articulation, as well as setbacks of upper storey and garage.

**HABITABLE ROOM WINDOWS ONTO STREET FRONTAGE**  
 Articulated as part of facade design.



Example of double storey houses that achieve facade articulation through eave overhangs, projecting column features and habitable room windows looking onto primary street frontage.

## 2.5 BUILDING AND CEILING HEIGHTS

### OBJECTIVES:

- To ensure that a house does not exceed three storeys.
- To ensure that the streetscape is well-proportioned.
- To ensure that the ceiling height of the house does not compromise the livability within.

### STANDARDS:

1. Maximum building heights must not exceed 9.0m for lots larger than 300m<sup>2</sup> and 10.0m for lots 300m<sup>2</sup> and smaller.
2. A minimum ceiling height of 2.74m is required for all single storey houses and for the ground floor of double or triple storey houses.
3. Houses in the transition zone are limited to a maximum height of 2 storeys. Other houses are limited to a maximum height of 3 storeys.
4. For lots smaller than or equal to 300m<sup>2</sup>, the maximum height of a house on and within 1.0m of a side boundary must not exceed 3.6m unless it abuts an existing building, or will abut a simultaneously approved building on that boundary, and does not adversely impact the adjoining property. In this case, the maximum building height is 10.0m.



Illustrated Masterplan of Taylors Quarter indicating transition zone areas. Location of driveways, trees and footpath are indicative only.

### Legend

- Site Boundary
- Substations
- Residential
- Footpath
- Transition Height Zone (Maximum 2 storey height limit)

# 3.0 HOUSE ELEMENTS

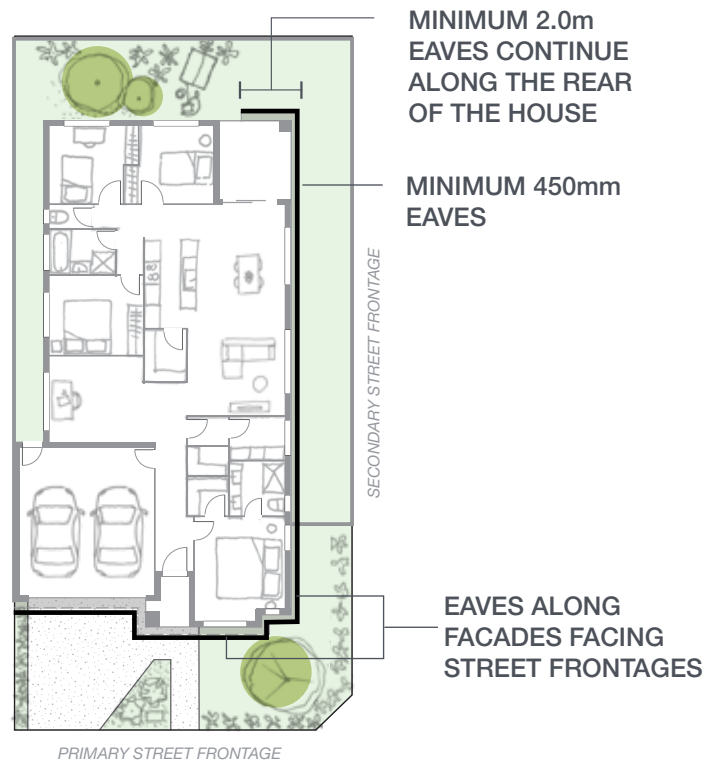
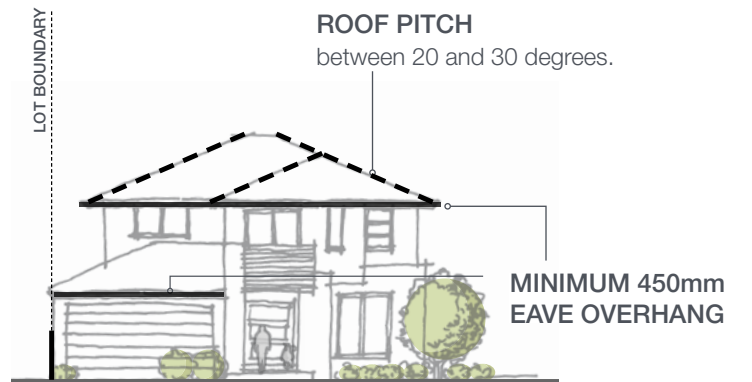
## 3.1 ROOFS

### OBJECTIVES:

- To achieve consistency in roof form and colour to create a consistent streetscape.
- To ensure house roofs are seen as strong, simple elements from street level.
- Ensure that the streetscape presents varying roof forms including combinations of pitched and flat roofs.

### STANDARDS:

1. The pitch of gabled or hipped roofs must be between 20 and 30 degrees.
2. Skillion roofs must be pitched between 10 and 30 degrees.
3. Flat roofs must be screened by a parapet wall on all sides.
4. Except for houses with parapets, roofs must include eaves with a minimum overhang of 450mm:
  - a. Over any facade that faces a street or a park, and must continue around the side or rear of the house for at least 2.0m (except where the house is built to the boundary);
  - b. All faces of the house for double and triple storey houses.
5. Roof features such as spires, finials, domes or other similar articulation will not be approved.
6. All gutters, rainhead overflows and down pipe profiles or treatments must complement the design of the house.



## 3.2 GARAGES

### OBJECTIVES:

- To ensure garages do not visually dominate the house or the streetscape.
- To ensure the garage is integrated with the house design.
- To ensure the garage provides an appropriate level of access.
- To provide suitable parking for two or more vehicles.

### STANDARDS:

1. Lots narrower than 10.5m width must have a single-width garage.
2. Garages must be integrated with the design of the house and roof form.
3. Double garages must be set back at least 5.0m from the front property boundary.
4. Single or tandem garages must be set back at least 5.5m from the front property boundary.
5. Garages must be set back a minimum of 840mm behind the predominant wall of the front facade of the house.
6. Garages must be set back 0.0m to 0.2m (Figure A) OR at least 1.0m from the side boundary (Figure B).
7. On lots 12.5m and wider, a garage may be constructed flush with the front facade if:
  - a. A verandah or balcony is provided to the full width of the house and is at least 1.5m deep.
  - b. A double or triple storey home incorporates an open or roofed balcony to the first floor for at least 40% of the building width, and is at least 1.5m deep.
8. Double garage doors must be no wider than 6.0m. Single garage doors must be no wider than 3.5m.
9. All garages must have a slim line, sectional, tilt or panel lift door.
10. The following are not permitted:
  - a. Roller doors;
  - b. Garages with openings perpendicular to the street;
  - c. Carports;
  - d. Triple garages.



Example of compliant sectional panel lift door, and garage set back behind front facade.



Example of double storey house with garage in-line with front facade.



**Figure A**

0.0m - 0.2m garage setback from side boundary minimises 'leftover' space.



**Figure B**

At least 1.0m garage setback from side boundary allows for a path.



## 3.2 GARAGES (CONTINUED)

### GARAGE SIDE SETBACK

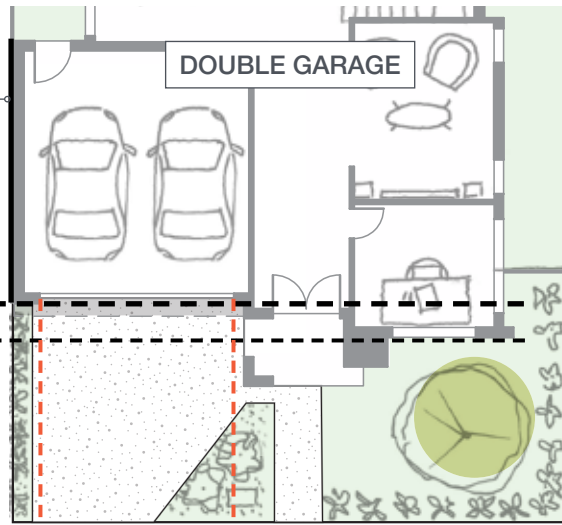
0.0m to 0.2m setback OR at least 1.0m setback.

### 840mm GARAGE SETBACK

Garages must be set back a minimum of 840mm behind the predominant wall of the front facade of the house.

### OR

Garage can be constructed flush with the front facade if there is a balcony or verandah that is at least 1.5m deep. Refer to 3.2 Garages, Standard 7a and 7b.



5.0m GARAGE FRONT SETBACK

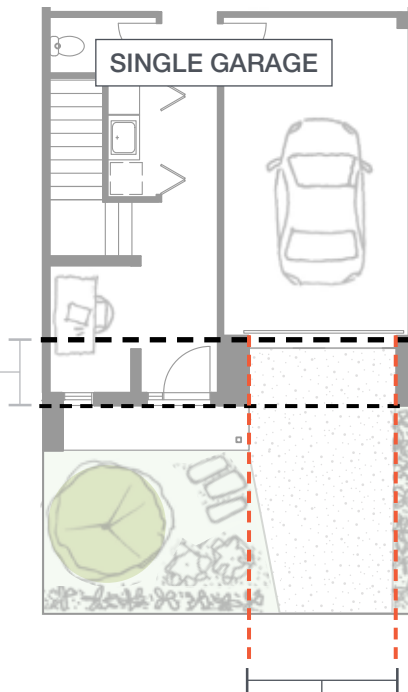
### GARAGE DOOR

Double garage doors must be no wider than 6.0m.

The garage door should be slim line, sectional, tilt or panel lift door.

### 840mm GARAGE SETBACK

Single garages must also be set back a minimum of 840mm behind the predominant wall of the front facade of the house.



5.5m GARAGE FRONT SETBACK

### GARAGE DOOR

Single garage doors must be no wider than 3.5m.

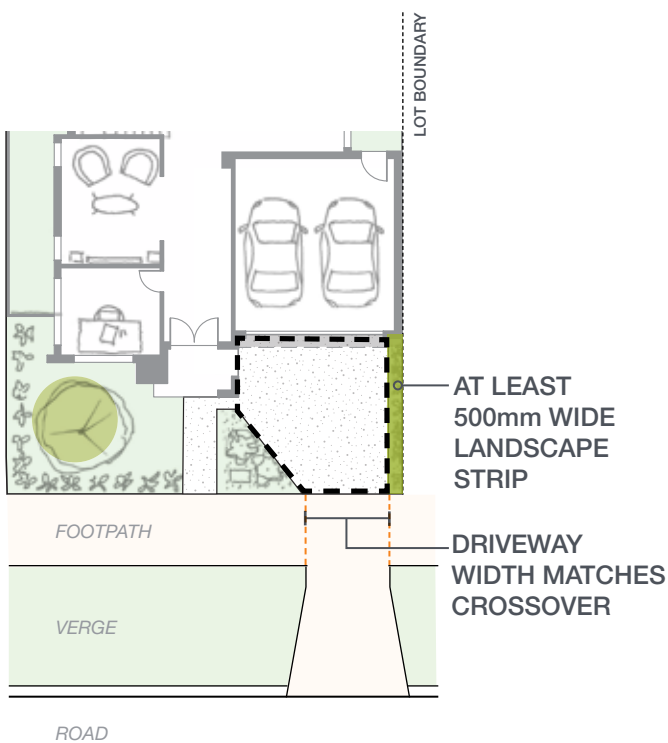
### 3.3 DRIVEWAYS

**OBJECTIVE:**

- To minimise the visual impact of driveways on the streetscape.

**STANDARDS:**

1. Each house is limited to a single vehicular crossover.
2. The driveway must not be wider than the garage width and must taper to match the crossover width where they abut.
3. A landscape strip must be included between the driveway and the nearest lot boundary, and be at least 500mm wide.
4. Driveways must be fully constructed prior to the issue of the Occupancy Permit.



### 3.4 CORNER LOTS AND LOTS SIDING ON A PARK

**OBJECTIVES:**

- To address both street frontages on corner lots and lots siding on a park.
- To provide visually interesting facades facing the public realm and streets.

**STANDARDS:**

1. Well-articulated architectural treatments must be provided where built form is visible forward of and above a side fence facing a secondary street or park.
2. All habitable room windows on facades facing the secondary street or park must provide a clear view to the secondary street or park.
3. The same treatment used on the front facade, including materials, finishes, colours and facade articulation, is to be used on any facades facing a secondary street or park for a length of 4.0m or one room, whichever is greater.
4. Houses on lots with two or more street frontages must have similarly sized and proportioned windows on each facade facing those frontages.
5. Double and triple storey houses must use different materials on the upper storeys to those used on the lower storeys. Notwithstanding, house designs that propose to use a single material on upper and lower storeys must have good facade articulation using appropriate architectural elements, approval is subject to the discretion of Development Victoria.



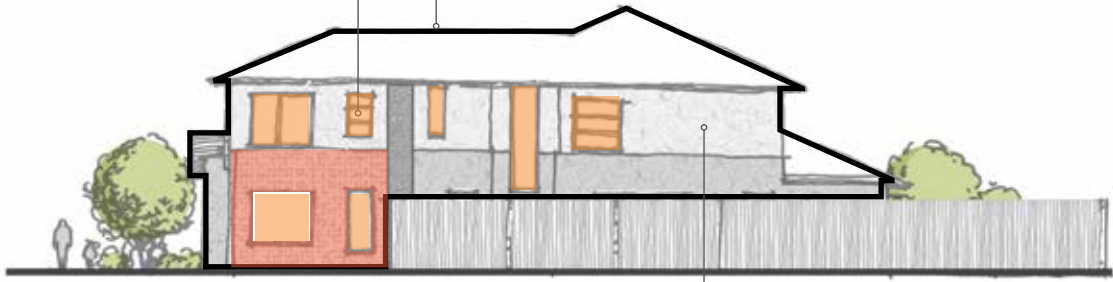
Examples of double storey houses with well-articulated facades facing onto secondary street, using the same materials, finishes, colours and facade articulation.

### 3.4 CORNER LOTS AND LOTS SIDING ON A PARK (CONTINUED)

**WELL-ARTICULATED ARCHITECTURAL TREATMENTS**

The facade should be well-articulated where it is forward of and above the side fence.

**HABITABLE ROOM WINDOWS MUST HAVE A CLEAR VIEW OF THE SECONDARY STREET OR PARK**



**FRONT FACADE MATERIALS TO EXTEND AROUND THE CORNER FOR 4.0m OR ONE ROOM**

**DIFFERENT MATERIALS USED ON UPPER STOREYS TO THOSE USED ON THE LOWER STOREYS**

House designs that use a single material on upper and lower storeys must have good facade articulation using appropriate architectural elements.



**SIMILARLY SIZED AND PROPORTIONED WINDOWS ON EACH FACADE FACING BOTH FRONTAGES**

**FRONT FACADE MATERIALS TO EXTEND AROUND THE CORNER FOR 4.0m OR ONE ROOM**

## 3.5 MATERIALS, FINISHES AND COLOUR PALETTE

### OBJECTIVES:

- To ensure each house facade has an appropriate variation of materials, finishes and colours.
- To promote a considered selection of materials and colours which complement the character of the public realm and contribute positively to the streetscape.
- To ensure that the materials selected contribute to the achievement of the Envirodevelopment accreditation for Taylors Quarter.

### STANDARDS FOR DRIVEWAYS:

1. The driveway must be constructed using exposed aggregate concrete, colour-through concrete, slate or natural stone pavers.
2. Concrete used must have >30% supplementary cement materials or >30% of recycled aggregate.
3. The driveway must have a matte finish and not be shiny or reflective.
4. The driveway colour must be muted and must complement the primary colour of the house.
5. Plain (uncoloured) concrete, painted or bright coloured driveways are not permitted.

### STANDARD FOR RAINWATER TANKS:

1. Rainwater tanks must match the colour of the house.

### STANDARDS FOR HOUSES:

1. Front facades must display at least two contrasting materials (eg. face brickwork and rendered brickwork). At least one material must cover at least 60% of the facade.
2. Notwithstanding, house designs that propose to use a single material on upper and lower storeys must have good facade articulation using appropriate architectural elements, approval is subject to the discretion of Development Victoria.
3. The materials used on the front facade must extend to the side facade for at least 2.0m. Except on a corner lot or a lot beside a park, where it must extend at least 4.0m, or one room length, whichever is greater.
4. The following are not permitted:
  - a. Low quality imitation finishes, such as vinyl brick sheeting;
  - b. Untreated concrete blockwork or precast concrete;
  - c. Raw zincalume or hand painted garage doors;
  - d. Fiber-cement sheets above openings.
5. Infill and lightweight panels may only be permitted above garage openings if finished as a rendered surface to match the adjoining garage wall.
6. Roller shutters, and sliding windows, are not permitted to facades fronting a street or park.
7. Roofs must be finished using concrete, slate, terracotta tiles or metal sheeting, and must not be of bright colours.
8. Vibrant colours may be used on the external walls as long as they cover less than 15% of the area of any facade.
9. Structural timber must be AFS (Australian Forestry Standard) or FSC (Forest Stewardship Council) accredited.
10. Timber window frames must be AFS (Australian Forestry Standard) or FSC (Forest Stewardship Council) accredited.
11. All engineered wood products are E0 rated, including exposed and concealed applications.
12. PVC content for building services must be sourced from an ISO 14001 certified supplier.
13. At least 95% of all paints, sealants and adhesives used internally and externally are to be low VOC emissions, as they provide improved performance and improved air quality.
14. Low VOC emission floor coverings must be used on more than 95% of indoor covered floors.

### 3.5 MATERIALS, FINISHES AND COLOUR PALETTE (CONTINUED)



AT LEAST 2 CONTRASTING FRONT FACADE MATERIALS

FRONT FACADE MATERIALS TO EXTEND AROUND THE CORNER FOR 4.0m OR ONE ROOM LENGTH



ROOF FINISHED USING TILES THAT COMPLEMENT HOUSE DESIGN

INFILL PANEL ABOVE GARAGE RENDERED TO MATCH FACADE

Examples of double storey houses with compliant material finishes and colours.



Logos of Australia Forestry Standard and Forest Stewardship Council.

Low emission paints, sealants and adhesives will often be labeled at 'Low VOC' or 'Non-Toxic'.

## 3.6 ANCILLARY SERVICES

### OBJECTIVE:

- To ensure ancillary items such as service equipment, sheds, bins and signs do not clutter the appearance of the house and negatively impact the streetscape.

### STANDARDS:

1. The following specific items must not be visible from the street or other public areas: satellite dishes; antennae; external receivers; heating and cooling units; garden sheds; rain water tanks; and washing lines.
2. Switchboards and meter boxes must be:
  - a. located in garages; or
  - b. if required by authorities to be external, located to the side of the house and coloured to complement the house colours.
3. Satellite dishes, antennae and/or external receivers must:
  - a. be located to the rear; and
  - b. not be in public view.
4. Heating and cooling units must:
  - a. be located towards the rear and side of the house;
  - b. not be visible from the street; and
  - c. If heating and cooling units are located on the roof, they must be positioned entirely below the roof ridge line and match the roof colour.
5. Garden sheds must:
  - a. not be in public view;
  - b. not be greater than 2.4m in height; and
  - c. match the appearance of the house in form, colour and materials if greater than 10m<sup>2</sup>.
6. A solar hot water system (gas boosted) must:
  - a. Be installed for every house;
  - b. Not be in public view; and
  - c. Not permitted at the front of the house.

7. A 3000-litre capacity rainwater tank plumbed for outdoor areas, laundry and toilet use must be installed for every house and must not be in public view.
8. Letterboxes must be contemporary and complement the house design and must be constructed to Australia Post Standards.
9. Small metal letterboxes and letterboxes on single metal poles are not permitted.
10. Street numbers must be included at the front of the house and/or letter box and be clearly visible from the street.
11. Name plates and street numbers or home business signs must
  - a. not exceed 400mm in any dimension; and
  - b. integrate with the design of the building or the fence.

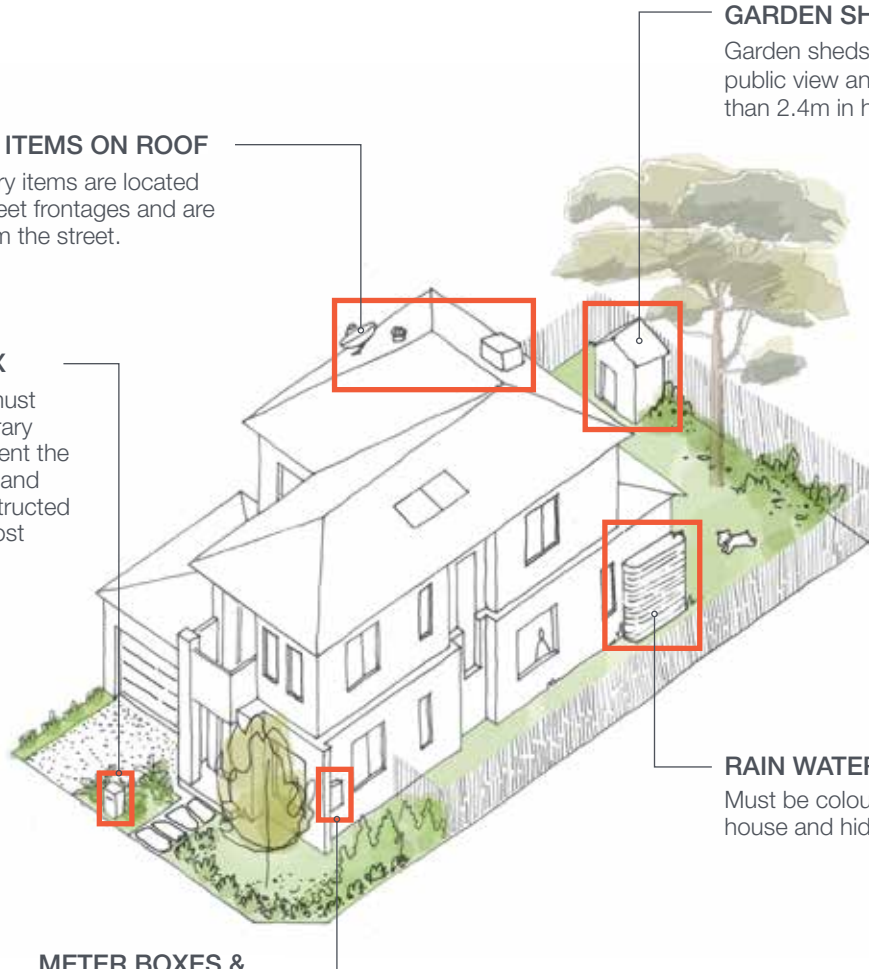
### 3.6 ANCILLARY SERVICES (CONTINUED)

**ANCILLARY ITEMS ON ROOF**

Ensure ancillary items are located away from street frontages and are not visible from the street.

**LETTERBOX**

Letterboxes must be contemporary and complement the house design and must be constructed to Australia Post Standards.



**GARDEN SHEDS**

Garden sheds must not be in public view and not be greater than 2.4m in height.

**RAIN WATER TANKS**

Must be coloured to match the house and hidden from public view.

**METER BOXES & SWITCHBOARDS**

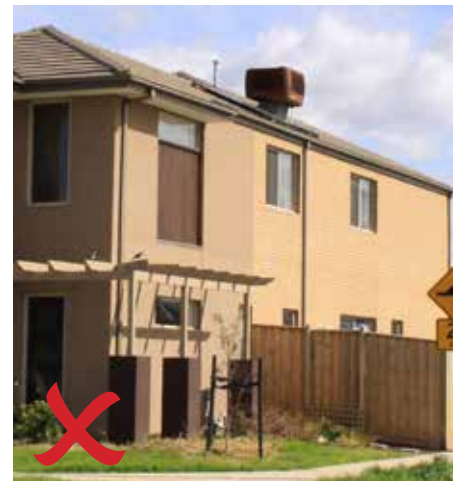
If not located in the garage, meter boxes and switchboards must be coloured to match house and placed on the side wall of the house.



Example of meter box on side of house screened by planting and painted to match the downpipe and house.



Non-compliant stick-and-post mailbox.



This cooling unit is visible from the primary and secondary streets, and so does not comply.

## 3.7 FENCING

### OBJECTIVES:

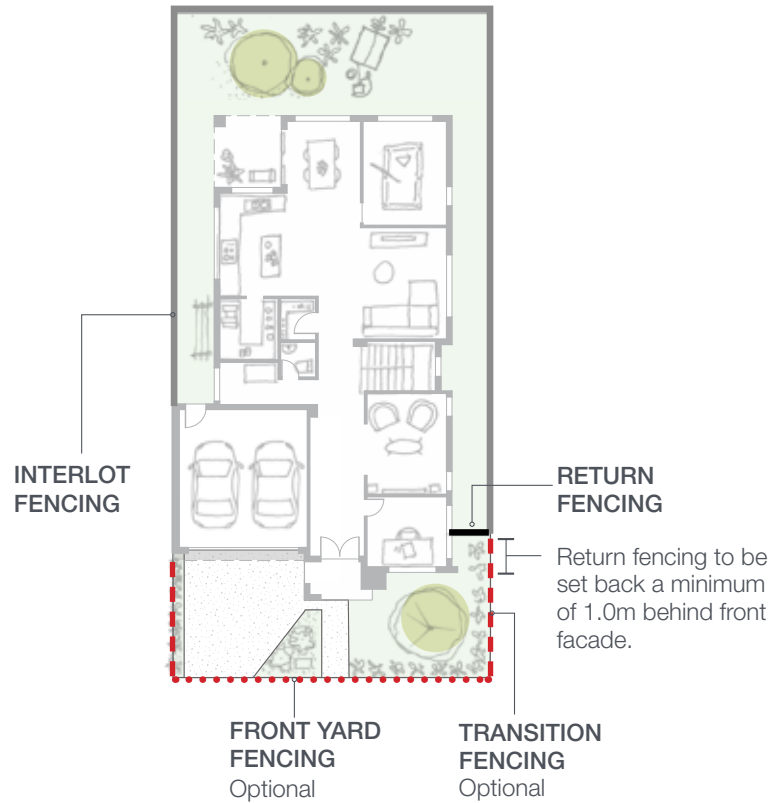
- To achieve an attractive and cohesive streetscape.
- To encourage passive surveillance of the street.

The type of fencing installed will be determined by the location of the lot and the type of house it can accommodate.

- Interlot fencing
- Secondary street fencing
- Return fencing
- Front fencing

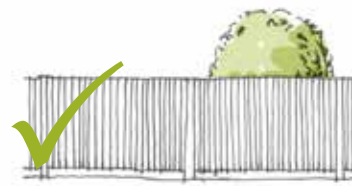
### Note:

Even if existing fences on lot boundaries along the perimeter of the project are more than 1.8m high, new fencing within Taylors Quarter must not exceed 1.8m height. Alterations to these existing perimeter fences should be done in consultation with the existing neighbour.



### STANDARDS FOR INTERLOT FENCES:

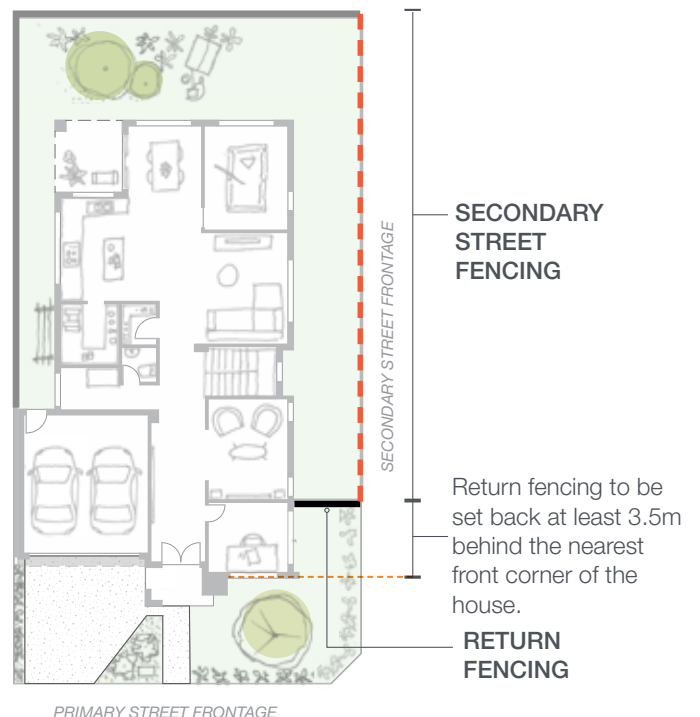
1. The fence must be constructed using timber palings.
2. The fence must not be higher than 1.8m.
3. The fence must terminate and return at least 1.0m behind the front facade of the house.



Interlot Fencing

### STANDARDS FOR FENCING FACING A SECONDARY STREET:

1. The fence must be constructed using horizontal or vertical timber slats.
2. The fence must not be higher than 1.8m.
3. The fence must extend from the rear lot boundary and meet the return fence, at least 3.5m behind the nearest front corner of the house.





## 3.7 FENCING (CONTINUED)

### STANDARDS FOR RETURN FENCES:

1. The fence must be constructed using small profile horizontal or vertical timber slats with gaps between the slats, achieving a permeability of at least 30% of the total area.
2. Any gate must match the colour and material of the return fence.
3. A return fence must be set back at least:
  - a. 1.0m behind the nearest corner of the front facade of the house for standard lots.
  - b. 3.5m behind the nearest corner of the front facade of the house for corner lots.

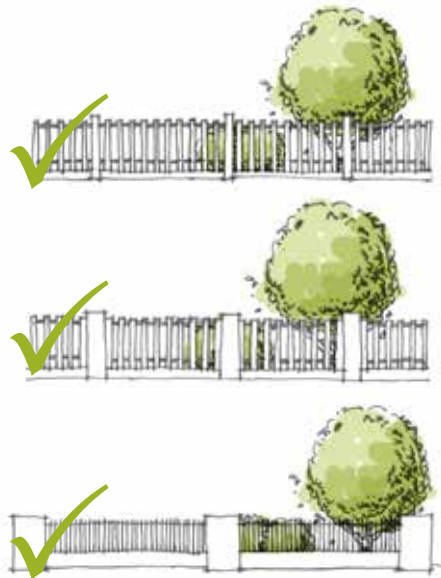


Return Fencing

### STANDARDS FOR FRONT FENCES:

Fencing of the front yard or garden, whether along a street boundary or along the side boundaries, is optional.

1. If constructed, the front fence must be:
  - a. Between 0.8m and 1.0m high;
  - b. Be of a contemporary design that complements the house, with gaps between the fence components to achieve a visual permeability of at least 30% of the total area.
2. If a front fence is installed, an interlot transition fence must also be installed. Otherwise an interlot transition fence is not required.
3. The part of the fence where the height transitions between the low front fence and the full height interlot fence should happen between two fence posts. The height of the fence must be gradually tapered between the two fence posts. In addition, the lower interlot fence must extend for the length of at least 2 fence posts before meeting the front fence.



Front Yard Fencing



Transition height  
between 2 fence posts

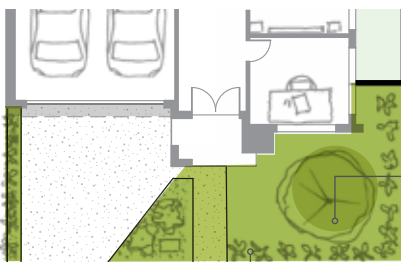
Transition Fencing

## 4.0 GARDENS & RETAINING WALLS

### 4.1 FRONT GARDEN

#### STANDARDS:

1. 90% of species used in all gardens must be locally native and drought tolerant.
2. All areas between the footpath and the return fence must be landscaped.
3. At least 30% of landscaped areas must be garden beds, edged and mulched with pine bark or recycled hardwood mulch.
4. At least one tree must be planted in the front yard with a minimum height of 1.5m at time of planting, and with root barriers installed.



#### FRONT GARDEN

Includes all the area between the footpath and the return fence.



The composition of the planting highlights the entries to the houses and creates a visual buffer between the footpaths and the houses.

### 4.2 RETAINING WALLS

#### STANDARDS:

1. Retaining walls must not exceed 600mm above or below natural ground level within the front boundary setback.
2. If the desired level change exceeds 600mm, two or more retaining walls separated by at least 1.0m with a garden bed must be provided.
3. Retaining walls must be designed to complement the house and landscaping in materials, colours and finishes.
4. Levels on the boundaries of an adjoining lot must only be changed with the written approval of the adjoining landowner.



An attractive low retaining wall emphasised by planting.

# 5.0 SUSTAINABILITY

Development Victoria envisions Taylors Quarter as a community that is environmentally conscious and sustainable. Residents' individual choices and behaviours regarding the management and maintenance of their new home will significantly contribute to achieving this vision.

The standards in this section are the minimum requirements for all houses. They ensure an environmentally responsible choice of materials, emissions reductions, with water and energy efficiency being achieved in a sustainable and efficient manner.

Development Victoria is implementing sustainability initiatives at Taylors Quarters for the streetscape and local park, such as heat island effect reduction, WSUD (Water Sensitive Urban Design) and passive irrigation of verges and garden beds.

## IDEAS FOR A SUSTAINABLE HOUSE

Living sustainably is not just about reducing your energy consumption, reusing grey water or recycling. Your decisions about the design of your home and living habits are proactive actions that you can take to live a more sustainable and environmentally conscious lifestyle here in Taylors Quarter.



### HOUSE DESIGN IDEAS

- Sustainable Building Materials
- Room Layout
- Natural Ventilation
- Roof & External Wall Colour
- Solar Power
- Insulation & Air Tightness
- Window Glazing
- Shade from Eaves

### GARDEN IDEAS

- Permeable Groundcover
- Biodiverse Gardens
- Composting Bins
- Backyard Veggie Patch
- Bird Houses
- Shade from Trees
- Vegetative Cover

### LIVING IDEAS

- Energy & Water Saving Habits
- Energy Efficient Appliances
- Half-flushing Toilets
- Rainwater Storage

## 5.1 PASSIVE DESIGN

'Passive design' is design that reduces or eliminates the need for mechanical heating and cooling by appropriately orientating a house on its lot and carefully designing the house to respond to the climatic and site conditions such as wind, slope and solar access.

Good passive design improves thermal comfort, reduces or eliminates heating and cooling bills, and lowers greenhouse gas emissions from the house.

### OBJECTIVES:

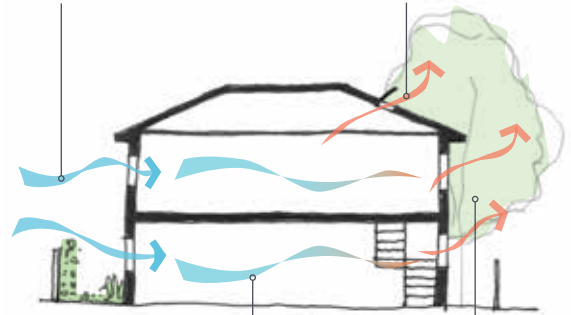
- To ensure that the siting of the house optimises solar access.
- To ensure that living spaces are well-ventilated.
- To ensure that the living areas of the house benefit from the best orientation in the lot.
- To improve the livability of the house by taking into account the orientation of rooms and windows, shading of windows and walls, ceiling heights, cross flow ventilation and adequately covered open spaces.

### STANDARDS:

1. Provide good cross-ventilation, through the layout of the house, including the positioning of rooms, doors and window openings.
2. Maximise morning and solar access into indoor and outdoor living areas, and habitable rooms.
3. Minimise summer sun, especially in the late afternoon, through the layout of the house and garden, and the positioning of windows.

Cooler air is drawn into the home through openings.

Hot air escapes through window openings and vents.



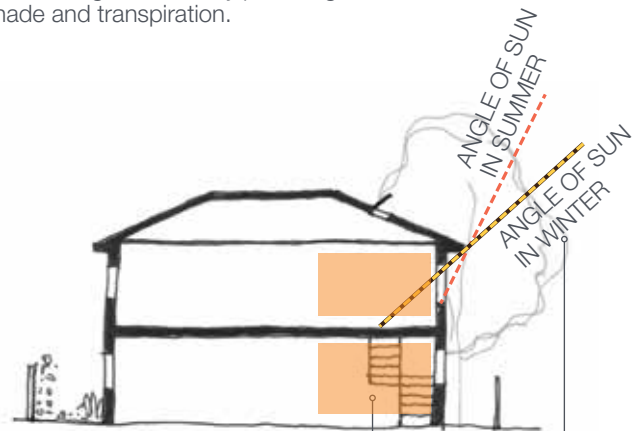
### COOLING BREEZES

Passive cooling is the least expensive way to cool your home and is good for the environment.

Air movement through the house, across different rooms and floors, can be created through the design of windows and their location.

### VEGETATIVE COVER

Plants and trees keep the surrounding air cooler by providing shade and transpiration.



### IDEAL SOLAR ORIENTATION

Habitable rooms and open space should be located where there is northern aspect. This is an ideal solar orientation that allows the rooms to benefit from more sunlight and warmth during the cooler seasons.

### SHADING WITH EAVES

The Sun is higher in the sky in summer than in winter, hence eaves play a big role in shading rooms from harsh summer sun while allowing in more sunlight and warmth during the cooler seasons.

# 5.1 PASSIVE DESIGN (CONTINUED)

Understanding the general climatic conditions of Taylors Quarter and where your home is located in the development can help you make better decisions about passive design for your home.

Taylors Quarter is located in climatic zone 6, and characterised by a mild temperate climate. Visit <http://www.yourhome.gov.au/introduction/australian-climate-zones> for more information.

Seasonal temperatures and rainfall information can be found on the Bureau of Meteorology website.

Examples of houses designed for different lot orientations have been illustrated on this page.

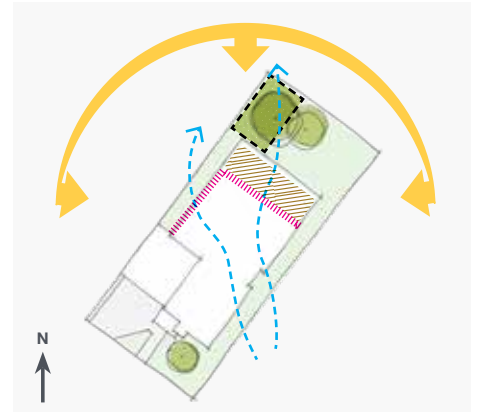
## GENERAL WIND AND SOLAR ACCESS DIRECTIONS



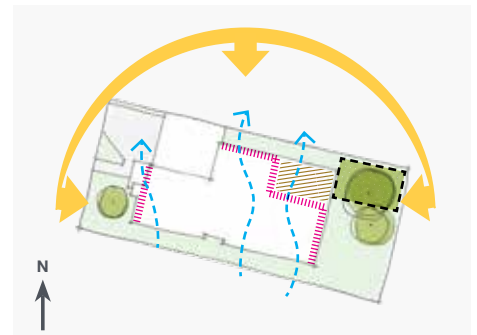
### LEGEND:

- Sun Path (Summer)
- Sun Path (Winter)
- Warm Northerly Winds
- Cool Southerly Winds
- Cross Ventilation Path
- Outdoor Living Area
- Habitable Room Window Location
- Private Open Space
- Secluded Private Open Space (Minimum Area and Width)

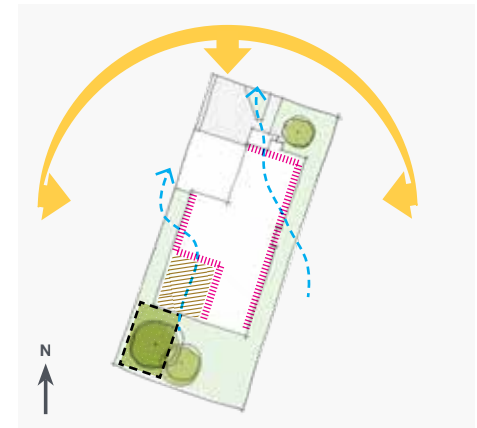
Example A:



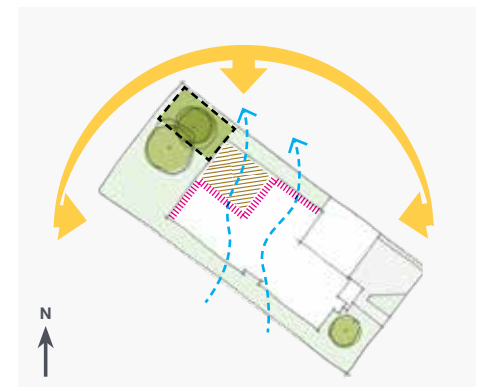
Example B:



Example C:



Example D:



## 5.2 ACTIVE DESIGN

Active design involves the consideration of mechanical devices to move energy around a building. Good active design uses the selection of materials and appliances to achieve a home that is thermally comfortable with little artificial heating and cooling, and consequentially has low utility bills.

### OBJECTIVES:

- To improve thermal comfort and minimises the need for mechanical heating and cooling by selecting appropriate materials and equipment.
- To minimise the environmental impact of the house by the use of sustainable building materials, sustainable construction methods, improved insulation, efficient heating and cooling appliances and water efficient fixtures.

### ENERGY & WATER EFFICIENCY STANDARDS:

- All houses at Taylors Quarter must achieve a minimum 6 star NatHERS Rating.
- Where installed the following performance is recommended:
  - High performance double glazed windows, for external windows that serve living rooms, kitchens and bedrooms.
  - A solar PV array.
- Where installed the following performance must be achieved:
  - Solar hot water system (gas boosted) to reduce electricity demand.
  - Shower heads with a WELS (Water Efficiency Labeling and Standards) rating of 3 Star, and that use less than 6l/min.
  - Toilets with a WELS rating of 4 Star.
  - Washing machines with a WELS rating of 4 Star.
  - Dishwashers with a WELS rating of 5 Star, with an energy consumption of less than 245kWh per annum and water consumption of less than 14 litres per use.
  - Low flow tapware to bathrooms, kitchen and laundry that use less than or equal to 6l/min to reduce hot water demand.
  - LED lighting to the entire house.
- Houses must use draught seals around all doors and windows.
- Insulation installed in all houses must comply with the minimum National Construction Code.
- If air conditioning systems are installed, they must have a COP (Coefficient of Performance) greater than 3.20 and an EER (Energy Efficiency Ratio) greater than 3.00.

## 5.3 CONSTRUCTION PROCEDURES

### OBJECTIVES:

- To reduce waste generated by the construction of the house.
- To manage construction waste appropriately.
- To protect the area surrounding the construction site from damage.

### STANDARDS:

- All builders working on site must:
  - Use driveway crossover protection during the entire construction period of the house.
  - Not park vehicles over the nature strip.
  - Use skip bins rather than cages to collect the construction waste.
  - Conduct maintenance of waste records.
  - Use contractors who transport waste to a licensed recycling centre.
  - Select materials and products which minimise waste, or use recycle packaging.
  - Design houses to maximise use of standard sizes of materials wherever possible.



Example of wooden driveway crossover protection during construction of house.

Nationwide House Energy Rating Scheme Certificate	
Certificate number: #7064321	Date of certificate: 12 April 2014
★ Star rating: 6.5	
<b>Assessor details</b> Accreditation number: 12345678 Name: Fred Williams Organisation: Capital Building Assessors Email: fredrick.williams@cbassessors.com.au Phone: 1234 567 890 Declaration of interest: Employed by designer of the building Software: FirstRate v4.8.11 ARIA:	
<b>Overview</b> Dwelling details Address: Unit 15, 237 Edwina Mountbatten Drive Suburb: West Wyalah State: NSW Postcode: 2345 Type: New NCC Class: 01 Building: NatHERS detail zone: 14 LURP number: 953 Exposure: Suburban	
<b>Key construction and insulation materials</b> Construction: Brick veneer Ceramic tile roof Slab on ground Insulation: R1.5 wall insulation R2.5 ceiling insulation Glazing: Timber frame Single glass clear	
<b>Net floor area (m²)</b> Conditioned: 85 Unconditioned: 23 Garage: 12 TOTAL: 90	
<b>Annual thermal performance loads (MJ/m²)</b> Unconditioned: 23 Heating: 876 Cooling: 688 TOTAL: 1224	
<b>Window selection - default windows only</b> Note: The window is not a standard SHGC window shown above. The window is not a standard SHGC window shown above. Cooling: 6.3 Heating: 6.6 SHGC: 0.66 Note: The window is not a standard SHGC window shown above.	
<b>Plan documents</b> Plan ref: Rn2488 Prepared by: Wyncham Sustainable Homes	



Example of NatHERS Universal Certificate with 6.5 Star Rating.

## 6.0 SUBMISSION & DESIGN CHECKLISTS



### SUBMISSION CHECKLIST

Avoid unnecessary delays by ensuring ALL information has been submitted in electronic format. Please contact Development Victoria at (03) 8317 3400 for submission information.

All submissions must include:

- The lot number and street address;
- The lot owner's full name and contact number; and
- The builder's business name and contact number.

#### Site plan (A3, 1:200 scale)

1. North point.
2. Lot boundaries, lot dimensions, lot area.
3. Lot specific building envelope.
4. Dimensions of the proposed house.
5. Lot Coverage Calculations:
  - a. Ground Floor
  - b. First Floor and subsequent floors (if applicable)
  - c. Garage
  - d. Porch
  - e. Impervious Surface.
6. Dimensions of setbacks from house to boundaries.
7. Secluded Private Open Space dimensions and hatched area.
8. Original and proposed finished ground levels, including changes in level.
9. Driveway and all hard services (concrete, paving and tiling, etc) and their specifications.
10. Location of services equipment (meter box, hot-water system, rainwater tank, bin area, etc) and their specifications.
11. Location and details of boundary fencing and return fences.

#### Floor plans (A3, 1:100 scale)

1. Internal layout including rooms, balconies, verandah, decks, windows, openings and dimensions.
2. Fibre to the home specifications.

#### Roof plan and front, sides and rear elevations (A3, 1:100 scale)

1. Elevations indicating proposed building height.
2. Roof form and degree of pitch.
3. Sections.
4. Location of services equipment (photovoltaic cells, heating and cooling units, satellite dishes, antennae, etc).

### External materials, colour and finishes

1. Colour image examples of proposed materials, colours and finishes for external walls, roof, driveways and fencing.

### Energy rating

1. Accredited Energy Rating Report detailing achievement of 6-Star NatHERS Energy Rating.

### FURTHER CONDITIONS

1. Development Victoria reserves the right to apply, vary or waive the Design Standards or any aspect of the Design Standards at its absolute discretion.
2. If any damage is caused to the public realm (including footpaths, kerbs, nature strips and planting) during the construction of your house and landscape, the lot owner will be liable for the full cost of the rectification.
3. Any rectification works **must** be carried out by a contractor approved by Development Victoria. Development Victoria reserves the right to carry out the works itself and invoice the lot owner for the cost of the works.
4. If there is any inconsistency between the Design Standards and any other documentation then the Design Standards prevail unless otherwise specifically notified in writing by Development Victoria.
5. All diagrams are indicative only and not to scale.

## DESIGN CHECKLIST

This Design Checklist will assist you with meeting the Taylors Quarter Design Standards.

Before submitting your home for assessment, please ensure that you have checked it against the design standards, and the documents include all necessary details and information.

1.0 LOT AMENITY	
1.1 HOUSE SITING	
A. Lot Setbacks for Lots Equal to or Smaller than 300m <sup>2</sup>	
1	Houses must be set back from the front boundary by at least 3.0m. <input type="checkbox"/>
2	Houses must be set back from a side street boundary by at least 2.0m. <input type="checkbox"/>
3	If not built as part of an integrated terrace development, upper floor setbacks must comply with the setbacks stated in the building regulations. <input type="checkbox"/>
4	Houses must be set back from a side boundary by at least 1.0m, unless otherwise stated in the Building Envelope Plan or unless the house is built as part of an integrated terrace development. Refer to 3.2 Garages, Standard 6 for garage side boundary setbacks. <input type="checkbox"/>
5	Houses must be set back from a rear boundary by at least 1.0m, unless otherwise stated in the Building Envelope Plan. <input type="checkbox"/>
6	House setback from a rear boundary must also respect the minimum secluded private open space standard. I.e. Where secluded private open space is sited parallel to the rear wall, a minimum dimension of 4.0m is required. Refer to 1.4 Private Open Space, Standard 4. <input type="checkbox"/>
7	Double garages must be set back at least 5.0m from the front property boundary. Refer to 3.2 Garages. <input type="checkbox"/>
8	Single or tandem garages must be set back at least 5.5m from the front property boundary. Refer to 3.2 Garages. <input type="checkbox"/>
B. Lot Setbacks for Lots 301m <sup>2</sup> and Larger	
1	Houses must be set back from the front boundary by at least 4.0m and not more than 6.0m, unless otherwise stated in the Building Envelope Plan or unless the house is built as part of an integrated terrace development. <input type="checkbox"/>
2	Houses must be set back from a side boundary by at least 1.0m, unless otherwise stated in the Building Envelope Plan or unless the house is built as part of an integrated terrace development. Refer to 3.2 Garages, Standard 6 for garage side boundary setbacks. <input type="checkbox"/>
3	Houses must be set back from a side street boundary by at least 2.0m. <input type="checkbox"/>
4	Houses must be set back from a rear boundary by at least 1.0m, unless otherwise stated in the Building Envelope Plan. <input type="checkbox"/>
5	House setback from a rear boundary must also respect the minimum secluded private open space standard. I.e. Where secluded private open space is sited parallel to the rear wall, a minimum dimension of 4.0m is required. Refer to 1.4 Private Open Space, Standard 4. <input type="checkbox"/>
6	Garages up to 3.6m in height can be built abutting the lot boundary. Refer to 3.2 Garages, Standard 6. <input type="checkbox"/>
7	Double garages must be set back at least 5.0m from the front property boundary. Refer to 3.2 Garages. <input type="checkbox"/>
8	Single or tandem garages must be set back at least 5.5m from the front property boundary. Refer to 3.2 Garages. <input type="checkbox"/>
9	Upper floor setbacks must comply with the setbacks stated in the building regulations. <input type="checkbox"/>
1.2 ENCROACHMENTS	
1	Architectural features such as porticos, porches, verandahs, balconies and pergolas for front, side and rear setbacks must not: a. Encroach no more than 1.5m into the front setback; b. Encroach no more than 500mm into the side setbacks. <input type="checkbox"/>
2	Ancillary services such as domestic water tanks, domestic fuel storage tanks, hot water storage tanks and heating/cooling equipment must be located at the side or the rear, and not encroach more than 500mm into the side and rear setbacks. <input type="checkbox"/>
3	Eaves, including fascia and gutters may encroach up to 500mm into the front setback and up to 500mm into the side and rear setbacks, provided a minimum 500mm gap is retained between the gutter and the property boundary. <input type="checkbox"/>
1.3 LOT COVERAGE	
1	Only one house must be constructed per lot. <input type="checkbox"/>
2	Lot coverage must not be greater than 60% of the lot for lots larger than 300m <sup>2</sup> , and 80% for lots smaller than 300m <sup>2</sup> . <input type="checkbox"/>
3	The total width of the front of the house at ground level must be at least 70% of the width of the lot. <input type="checkbox"/>
1.4a PRIVATE OPEN SPACE	
General Private Open Space Requirements for All Lots	
1	Every lot must include an area of private open space of at least 40m <sup>2</sup> . <input type="checkbox"/>
2	Private open space may be located at the front, side and/or rear of the house. <input type="checkbox"/>
3	Driveways are not included in area calculations of private open space. <input type="checkbox"/>
4	At least one part of the private open space is to be secluded and be at the rear of the house with a minimum area of 25m <sup>2</sup> and a minimum dimension of 4.0m. <input type="checkbox"/>
1.4b MINIMUM GARDEN AREA	
Minimum Garden Requirements for Lots Larger than 400m <sup>2</sup>	
1	All Lots larger than 400m <sup>2</sup> include the following percentage requirements of Garden Area: <input type="checkbox"/> a. for a lot size 400-501m <sup>2</sup> , a minimum 25% of the total lot area must be set aside as Garden Area. b. for a lot size 500-650m <sup>2</sup> , a minimum 30% of the total lot area must be set aside as Garden Area. c. for a lot size greater than 651m <sup>2</sup> , a minimum 35% of the total lot area must be set aside as Garden Area.

2.0 FACADE DESIGN AND ARTICULATION	
2.1 ARCHITECTURAL STYLE	
1	Proposed house designs must be of a contemporary style. <input type="checkbox"/>
2	Historic reproduction styles and eclectic mixtures of styles such as Georgian, Edwardian, Colonial, Victorian and Federation will not be permitted. <input type="checkbox"/>
2.2 FACADE REPLICATION	
1	Houses with identical or very similar designs will not be allowed within 3 lots of each other, unless the houses are built as part of an integrated terrace development. This can include lots on the same side of the street, the opposite side and around street corners. <input type="checkbox"/>
2.3 PORCHES & ENTRIES	
1	Houses must have a feature front entry portico, verandah or porch integrated with the design of the house. <input type="checkbox"/>
2	The front entry to the house must be prominent, readily apparent as the main entry and visible from the street. <input type="checkbox"/>
3	The entry feature can be a central feature or located to one side and must complement the overall architecture of the house. <input type="checkbox"/>
4	The entry feature must be opened on at least 2 sides, include a minimum covered area of 4m <sup>2</sup> and have a minimum width of 1.5m. <input type="checkbox"/>
2.4 FACADE ARTICULATION	
1	House facades must be articulated using different architectural elements, i.e. a combination of projections, recesses, eave overhangs and deep window reveals. <input type="checkbox"/>
2	Double and triple storey houses must contain architectural details such as balconies and/or protrusions to articulate and visually break up the overall building mass. <input type="checkbox"/>
3	If the design includes screens or feature walls, these must be integrated into the house design, either by complementing the material and colour, or facade articulation of the house. <input type="checkbox"/>
4	The front façade must include at least one window from a habitable room with a view to the primary street, and this window cannot be a highlight window. <input type="checkbox"/>
2.5 BUILDING AND CEILING HEIGHTS	
1	Maximum building heights must not exceed 9.0m for lots larger than 300m <sup>2</sup> and 10.0m for lots 300m <sup>2</sup> and smaller. <input type="checkbox"/>
2	A minimum ceiling height of 2.74m is required for all single storey houses and for the ground floor of double or triple storey houses. <input type="checkbox"/>
3	Houses in the transition zone are limited to a maximum height of 2 storeys. Other houses are limited to a maximum height of 3 storeys. <input type="checkbox"/>
4	For lots smaller than or equal to 300m <sup>2</sup> , the maximum height of a house on and within 1.0m of a side boundary must not exceed 3.6m unless it abuts an existing building, or will abut a simultaneously approved building on that boundary, and does not adversely impact the adjoining property. In this case, the maximum building height is 10.0m. <input type="checkbox"/>



3.0 DWELLING ELEMENTS		
3.1 ROOFS		
1	The pitch of gable and hipped roofs must be between 20 and 30 degrees.	<input type="checkbox"/>
2	Skillion roofs must be pitched between 10 and 30 degrees.	<input type="checkbox"/>
3	Flat roofs must be screened by a parapet wall on all sides.	<input type="checkbox"/>
4	Except for houses with parapets, roofs must include eaves with a minimum overhang of 450mm: a. Over any facade that faces a street or a park, and must continue around the side or rear of the house for at least 2.0m (except where the house is built to the boundary); b. All faces of the house for double and triple storey houses.	<input type="checkbox"/>
5	Roof features such as spires, finials, domes or other similar articulation will not be approved.	<input type="checkbox"/>
6	All gutters, rainhead overflows and down pipe profiles or treatments must complement the design of the house.	<input type="checkbox"/>
3.2 GARAGES		
1	Lots narrower than 10.5m width must have a single-width garage.	<input type="checkbox"/>
2	Garages must be integrated with the design of the house and roof form.	<input type="checkbox"/>
3	Double garages must be set back at least 5.0m from the front property boundary.	<input type="checkbox"/>
4	Single or tandem garages must be set back at least 5.5m from the front property boundary.	<input type="checkbox"/>
5	Garages must be set back a minimum of 840mm behind the predominant wall of the front facade of the house.	<input type="checkbox"/>
6	Front loaded garages must have a 0.0m to 0.2m setback OR at least 1.0m setback from the side boundary.	<input type="checkbox"/>
7	On lots 12.5m and wider, a garage may be constructed flush with the front facade if: a. A verandah or balcony is provided to the full width of the house and is at least 1.5m deep. b. A double or triple storey home incorporates an open or roofed balcony to the first floor for at least 40% of the building width, and is at least 1.5m deep.	<input type="checkbox"/>
8	Double garage doors must be no wider than 6.0m. Single garage doors must be no wider than 3.5m.	<input type="checkbox"/>
9	All garages must have a slim line, sectional, tilt or panel lift door.	<input type="checkbox"/>
10	The following are not permitted: a. Roller doors; b. Garages with openings perpendicular to the street; c. Carports; d. Triple garages.	<input type="checkbox"/>
3.3 DRIVEWAYS		
1	Each house is limited to a single vehicular crossover.	<input type="checkbox"/>
2	The driveway must not be wider than the garage width and must taper to match the crossover width where they abut.	<input type="checkbox"/>
3	A landscape strip must be included between the driveway and the nearest lot boundary, and be at least 500mm wide.	<input type="checkbox"/>
4	Driveways must be fully constructed prior to the issue of the Occupancy Permit.	<input type="checkbox"/>
3.4 CORNER LOTS AND LOTS SIDING ON A PARK		
1	Well-articulated architectural treatments must be provided where built form is visible forward of and above a side fence facing a secondary street or park.	<input type="checkbox"/>
2	All habitable room windows on facades facing the secondary street or park must provide a clear view to the secondary street or park.	<input type="checkbox"/>
3	The same treatment used on the front facade, including materials, finishes, colours and facade articulation, is to be used on any facades facing a secondary street or park for a length of 4.0m or one room, whichever is greater.	<input type="checkbox"/>
4	Houses on lots with two or more street frontages must have similarly sized and proportioned windows on each facade facing those frontages.	<input type="checkbox"/>
5	Double and triple storey houses must use different materials on the upper storeys to those used on the lower storeys. Notwithstanding, house designs that propose to use a single material on upper and lower storeys must have good facade articulation using appropriate architectural elements, approval is subject to the discretion of Development Victoria.	<input type="checkbox"/>
3.5 MATERIALS, FINISHES AND COLOUR PALETTE		
Standards for Houses		
1	Front facades must display at least two contrasting materials (eg. face brickwork and rendered brickwork). At least one material must cover at least 60% of the facade.	<input type="checkbox"/>
2	Notwithstanding, house designs that propose to use a single material on upper and lower storeys must have good facade articulation using appropriate architectural elements, approval is subject to the discretion of Development Victoria.	<input type="checkbox"/>
3	The materials used on the front facade must extend to the side facade for at least 2.0m. Except on a corner lot or a lot beside a park, where it must extend at least 4.0m, or one room length, whichever is greater.	<input type="checkbox"/>
4	The following are not permitted: a. Low quality imitation finishes, such as vinyl brick sheeting; b. Untreated concrete blockwork or precast concrete; c. Raw zincalume or hand painted garage doors; d. Fiber-cement sheets above openings.	<input type="checkbox"/>
5	Infill and lightweight panels may only be permitted above garage openings if finished as a rendered surface to match the adjoining garage wall.	<input type="checkbox"/>
6	Roller shutters, and sliding windows, are not permitted to facades fronting a street or park.	<input type="checkbox"/>
7	Roofs must be finished using concrete, slate, terracotta tiles or metal sheeting and must not be of bright colours.	<input type="checkbox"/>
8	Vibrant colours may be used on the external walls as long so they cover less than 15% of the area of any facade.	<input type="checkbox"/>
9	Structural timber must be AFS (Australian Forestry Standard) or FSC (Forest Stewardship Council) accredited.	<input type="checkbox"/>
10	Timber window frames must be AFS (Australian Forestry Standard) or FSC (Forest Stewardship Council) accredited.	<input type="checkbox"/>
11	All engineered wood products are E0 rated, including exposed and concealed applications.	<input type="checkbox"/>
12	PVC content for building services must be sourced from an ISO 14001 certified supplier.	<input type="checkbox"/>
13	At least 95% of all paints, sealants and adhesives used internally and externally are to be low VOC emission, as they provide improved performance and improved air quality.	<input type="checkbox"/>
14	Low VOC emission floor coverings must be used on more than 95% of indoor covered floors.	<input type="checkbox"/>

3.5 MATERIALS, FINISHES AND COLOUR PALETTE		
Standards for Driveways		
1	The driveway must be constructed using exposed aggregate concrete, colour-through concrete, slate or natural stone pavers.	<input type="checkbox"/>
2	Concrete used must have >30% supplementary cement materials or >30% of recycled aggregate.	<input type="checkbox"/>
3	The driveway must have a matte finish and not be shiny or reflective.	<input type="checkbox"/>
4	The driveway colour must be muted and must complement the primary colour of the house.	<input type="checkbox"/>
5	Plain (uncoloured) concrete, painted or bright coloured driveways are not permitted.	<input type="checkbox"/>
Standards for Rainwater Tanks		
1	Rainwater tanks must match the colour of the house.	<input type="checkbox"/>
3.6 ANCILLARY SERVICES		
1	The following specific items must not be visible from the street or other public areas: satellite dishes; antennae; external receivers; heating and cooling units; garden sheds; rain water tanks; and washing lines.	<input type="checkbox"/>
2	Switchboards and meter boxes must be: a. located in garages; or b. if required by authorities to be external, located to the side of the house and coloured to complement the house colours.	<input type="checkbox"/>
3	Satellite dishes, antennae or external receivers must: a. be located to the rear; and b. not be in public view.	<input type="checkbox"/>
4	Heating and cooling units must: a. be located towards the rear and side of the house; b. not be visible from the street; and c. if heating and cooling units are located on the roof, they must be positioned entirely below the roof ridge line and match the roof colour.	<input type="checkbox"/>
5	Garden sheds must: a. not be in public view; b. not be greater than 2.4m in height; and c. match the appearance of the house in form, colour and materials if greater than 10m <sup>2</sup> .	<input type="checkbox"/>
6	A solar hot water system (gas boosted) must: a. Be installed for every house; b. Not be in public view; and c. Not permitted at the front of the house.	<input type="checkbox"/>
7	A 3000-litre capacity rainwater tank plumbed for outdoor areas, laundry and toilet use must be installed for every house and must not be in public view.	<input type="checkbox"/>
8	Letterboxes must be contemporary and complement the house design and must be constructed to Australia Post Standards.	<input type="checkbox"/>
9	Small metal letterboxes and letterboxes on single metal poles are not permitted.	<input type="checkbox"/>
10	Street numbers must be included at the front of the house and/or letter box and be clearly visible from the street.	<input type="checkbox"/>
11	Name plates and street numbers or home business signs must a. not exceed 400mm in any dimension; and b. integrate with the design of the building or the fence.	<input type="checkbox"/>
3.7 FENCING TYPES		
Interlot Fences		
1	The fence must be constructed using timber palings.	<input type="checkbox"/>
2	The fence must not be higher than 1.8m.	<input type="checkbox"/>
3	The fence must terminate and return at least 1.0m behind the front facade of the house.	<input type="checkbox"/>
Fences Facing A Secondary Street		
1	The fence must be constructed using horizontal or vertical timber slats.	<input type="checkbox"/>
2	The fence must not be higher than 1.8m.	<input type="checkbox"/>
3	The fence must extend from the rear lot boundary and meet the return fence, at least 3.5m behind the nearest front corner of the house.	<input type="checkbox"/>
Return Fences		
1	The fence must be constructed using small profile horizontal or vertical timber slats with gaps between the slats, achieving a permeability of at least 30% of the total area.	<input type="checkbox"/>
2	Any gate must match the colour and material of the return fence.	<input type="checkbox"/>
3	A return fence must be set back at least: a. 1.0m behind the nearest corner of the front facade of the house for standard lots. B. 3.5m behind the nearest corner of the front facade of the house for corner lots.	<input type="checkbox"/>
Front Fences (Optional)		
1	If constructed, the front fence must be: a. Between 0.8m and 1.0m high; b. Be of a contemporary design that complements the house, with gaps between the fence components to achieve a visual permeability of at least 30% of the total area.	<input type="checkbox"/>
2	If a front fence is installed, an interlot transition fence must also be installed. Otherwise an interlot transition fence is not required.	<input type="checkbox"/>
3	The part of the fence where the height transitions between the low front fence and the full height interlot fence should happen between two fence posts. The height of the fence must be gradually tapered between the two fence posts. In addition, the lower interlot fence must extend for the length of at least 2 fence posts before meeting the front fence.	<input type="checkbox"/>

4.0 GARDENS		
4.1 FRONT GARDEN		
1	90% of species used in all gardens must be locally native and drought tolerant.	<input type="checkbox"/>
2	All areas between the footpath and the return fence must be landscaped.	<input type="checkbox"/>
3	At least 30% of landscaped areas must be garden beds, edged and mulched with pine bark or recycled hardwood mulch.	<input type="checkbox"/>
4	At least one tree must be planted in the front yard with a minimum height of 1.5m at time of planting, and with root barriers installed.	<input type="checkbox"/>
4.2 RETAINING WALLS		
1	Retaining walls must not exceed 600mm above or below natural ground level within the front boundary setback.	<input type="checkbox"/>
2	If the desired level change exceeds 600mm, two or more retaining walls separated by at least 1.0m with a garden bed must be provided.	<input type="checkbox"/>
3	Retaining walls must be designed to complement the house and landscaping in materials, colours and finishes.	<input type="checkbox"/>
4	Levels on the boundaries of an adjoining lot must only be changed with the written approval of the adjoining landowner.	<input type="checkbox"/>
5.0 SUSTAINABILITY		
5.1 PASSIVE DESIGN		
1	Provide good cross-ventilation, through the layout of the house, including the positioning of rooms, doors and window openings.	<input type="checkbox"/>
2	Maximise morning and solar access into indoor and outdoor living areas, and habitable rooms.	<input type="checkbox"/>
3	Minimise summer sun, especially in the late afternoon, through the layout of the house and garden, and the positioning of windows.	<input type="checkbox"/>
5.2 ACTIVE DESIGN		
1	All houses at Taylors Quarter must achieve minimum 6 star NatHERS Rating.	<input type="checkbox"/>
2	Where installed the following performance is recommended: a. High performance double glazed windows, for external windows that serve living rooms, kitchens and bedrooms. b. A solar PV array.	<input type="checkbox"/>
3	Where installed the following performance must be achieved: a. Solar hot water system (gas boosted) to reduce electricity demand. b. Showerheads with a WELS (Water Efficiency Labelling and Standards) rating of 3 Star, and that use less than 6l/min c. Toilet with a WELS rating of 4 Star d. Washing machines with a WELS rating of 4 Star e. Dishwashers with a WELS rating of 5 Star, with an energy consumption of less than 245kWh per annum and water consumption of less than 14 litres per use f. Low flow tapware to bathrooms, kitchen and laundry that use less than or equal to 6l/min to reduce water demand g. LED lighting to the entire dwelling	<input type="checkbox"/>
4	Houses must use draught seals around doors and windows	<input type="checkbox"/>
5	Insulation installed in all houses must comply with the minimum National Construction Code	<input type="checkbox"/>
6	If air conditioning systems are installed, they must have a COP (Coefficient of Performance) greater than 3.20 and an EER (Energy Efficiency Ratio) greater than 3.00.	<input type="checkbox"/>
5.3 CONSTRUCTION PROCEDURES		
1	All builders working on site must: a. use driveway crossover protection during the entire construction period of the dwelling b. Not park vehicles over the nature strip c. Use skip bins rather than cages to collect the construction waste d. Conduct maintenance of waste records; e. Use contractors who transport waste to a licensed recycling centre; f. Select materials and products which minimise waste, or use recycle packaging. g. Design houses to maximise use of standard sizes of materials wherever possible.	<input type="checkbox"/>

## 7.0 DEFINITIONS

**ARTICULATION** means both horizontal and vertical projection forward and back from the building face.

**BUILDING** includes structure, temporary building, temporary structure and any part of a building or structure, and has the same meaning as in the Building Act;

**BUILDING ACT** means the act of the Victorian Parliament known as the Building Act 1993;

**BUILDING ENVELOPE** means an area within each lot (defined by the particular lot setbacks) where development of a house, shed and garage is allowed subject to the particular provisions of this document, and the relevant MCP and the Brimbank City Council Planning Scheme;

**BUILDING ENVELOPE PLAN** means the plan that forms part of the MCP and shows the approved building envelopes, setbacks and other related matters for the lots within the Plan of Subdivision;

**BUILDING PERMIT** means a building permit in terms of the Building Act;

**CORNER LOT** means a lot where two or more lot boundaries abut a street or public open space;

**HOUSE** means a fully detached building used as a self-contained residence;

**FRONT GARDEN** includes any area between the building line and the front boundary of a lot and side street boundary or boundary abutting public open space or a corner lot that is visible from a street;

**GARDEN AREA** Any area on a lot with a minimum dimension of 1 metre that does not include:

- a. a house or residential building, except for:
  - an eave, fascia or gutter that does not exceed a total width of 0.6m;
  - a pergola;
  - unroofed terraces, patios, decks, steps or landings less than 0.8m in height;
  - a basement that does not project above ground level;
  - any outbuilding that does not exceed a gross floor area of 10 square metres; and
  - domestic services normal to a house or residential building;
- b. a driveway; or
- c. an area set aside for car parking.

**HEIGHT** has the same meaning as in the Building Regulations;

**LOT** has the same meaning as 'Allotment' in the Building Regulations;

**LOT COVERAGE** is the area of the lot covered by impervious materials including the house, carport, garden sheds, concrete and decking.

**LOT FRONTAGE** means the boundary of the lot abutting the street. If a lot abuts two or more streets, the one to which the building, or proposed building, faces.

**MEMORANDUM OF COMMON PROVISIONS (MCP)** is a document registered as part of the individual title for a particular lot that provides exemptions from the need for the report and consent of Brimbank City Council for variations from the building regulations in relation to particular siting matters dealt with in the MCP, in certain circumstances. The MCP also contains and controls the building envelopes applicable to a particular lot. The MCP relevant to your lot can be found in your contract of sale.

**PLANNING PERMIT** is a legal document that gives permission for a use or development on a particular piece of land. It normally contains a written document with conditions that must be met and a set of plans. It must be obtained before a building permit can be issued;

**PRIVATE OPEN SPACE** is an unroofed area of land; or a deck, terrace, patio, balcony, pergola, verandah, gazebo or swimming pool with a total area of 40 square metres, with one part of the private open space to consist of secluded private open space with a minimum area of 25 square metres and a minimum dimension of 4 metres.

**SECLUDED OPEN SPACE** is private open space that must be located at the rear of a dwelling or residential building and should have convenient access from a living room.

**REGULAR LOTS** are lots where the front boundary dimension is the same as the rear boundary dimension;

**SECONDARY STREET** means the street that runs along the side boundary of a property when located on a corner;

**SETBACK** means the minimum distance from any allotment boundary to a building;

**SIDE BOUNDARY** means a boundary of a lot that runs between and connects the street frontage of the lot to the rear boundary of the lot;

**SMALL LOTS** are lots with an area less than or equal to 300m<sup>2</sup>;

**STANDARD LOTS** are lots with an area greater than 301m<sup>2</sup>;

**STOREY** means that part of a building between floor levels. If there is no floor above, it is the part between the floor level and ceiling. It may include an attic, basement, built over car parking area, and mezzanine;

**STREET**, for the purposes of determining setbacks, "street" means any road other than a footway or carriageway easement;

**WINDOW** has the same meaning as in the National Construction Code of Australia.



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Fax: +61 3 8317 3666

**Customer service / sales enquiries:** 131 852

**Mailing address:**

Development Victoria  
GPO Box 2428  
Melbourne 3001

## Schedule 4

### Environmental Reports

**NOTE: copies of these documents can be downloaded from [taylorsquarter.com.au/\\_connect](http://taylorsquarter.com.au/_connect)**

- Golder - Site Contamination Assessment dated 4 December 2018;
- Meinhardt – 18-24 Robertsons Road Taylors lakes Phase 1 Environmental Site Assessment dated September 2010;
- Senversa – Phase 1 Environmental Assessment Report dated 13 February 2012; and
- GHD – Taylors Lakes Development Geotechnical Investigation Report dated April 2016.
- Compass Environmental – Preliminary Site Contamination Assessment Corner McCubbin Drive and Robertsons Road dated 10 June 2010.

## Schedule 5

### Homes for Homes Donation Deed

#### Homes for Homes Donation Deed (Charge)

This Deed provides as follows:

#### 1 Promise

- (a) When the Owner completes the sale of the Property, the Owner promises to H4H to donate 0.1% of the Sale Price of the Property to H4H for Homes for Homes (Donation).
- (b) The promise set out above will benefit and be enforceable by H4H or its permitted assigns.
- (c) The Owner agrees that this Deed binds, and will be enforceable against, the successors in title and registered proprietors from time to time of the Property.
- (d) The promises set out above will bind and be enforceable against every registered proprietor from time to time of the Property.
- (e) To the extent that there is more than one registered proprietor of the Property from time to time, the Owner covenants that this Deed binds each and every registered proprietor of the Property from time to time.

#### 2 Sale of Property

- (a) On or before the Settlement Date, the Owner agrees to:
  - (i) notify H4H that the Owner has agreed to sell the Property and details of the Sale Price, Owner, Property and Incoming Owner (**Details**); and
  - (ii) make the Donation.
- (b) On receipt of the Donation and Details, H4H will issue a tax-deductible receipt for the Donation to the Owner.

#### 3 Charge

- (a) The Owner grants a fixed charge over all of its interest and the interest of successors in title and registered proprietors from time to time in the Property to H4H as security for the due and punctual payment of the Donation each time the Property is sold / re-sold (**Charge**).
- (b) H4H acknowledges that the Charge will rank in priority after, and be subordinate to, any other encumbrances over the Property whether created before or after the Charge.
- (c) The Owner acknowledges that the Charge runs with the Property and gives H4H an equitable interest in the Property for the purpose of lodging a caveat on the certificate of title to the Property to give notice of equitable interest provided such caveat will allow dealings with the Property in priority to the interest of H4H.
- (d) If the Owner or any registered mortgagee requires consent to a dealing, H4H hereby consents to such dealing. If the Owner or any registered mortgagee requires specific

written consent, H4H will provide consent on request and receiving relevant Details from the Owner or any such registered mortgagee.

#### 4 Termination

The Owner's obligations under this Deed to H4H will automatically terminate and the terms of this Deed will be of no force or effect if the Owner notifies H4H in writing that the Owner no longer wishes to participate in Homes for Homes and make the Donation.

#### 5 Discharge of the Charge

If a current Owner notifies H4H in writing that the Owner no longer wishes to participate in Homes for Homes and make the Donation, H4H agrees to discharge of the Charge by providing the Owner a withdrawal of Caveat form signed by H4H (as **Caveator**).

#### 6 Privacy

Owner consents to the collection, use and disclosure of my personal information by H4H for the purposes of:

- (a) entering into, administering and completing this Deed;
- (b) disclosure to any third party who has a right or entitlement to share in the monies paid or payable to H4H under this Deed; and
- (c) otherwise, in circumstances where H4H is legally entitled, obliged or required to do so, including any disclosure which is permitted or authorised under the Privacy Act 1988 (Cth).

#### 7 General

The Owner will do all things and execute all documents necessary to give full effect to this Deed and the transactions contemplated by it.

#### 8 Definitions and interpretation

##### 8.1 Definitions in this Deed

- (a) **Homes for Homes Scheme** means the charitable initiative conducted by H4H for the purpose of H4H raising funds from Donations and allocating / investing available funds to increase supply of social and affordable dwellings;
- (b) **Incoming Owner** means a purchaser, buyer or transferee of the Property from the Owner.
- (c) **Owner** means the current registered proprietor of the Property. When the Property was first participated in Homes for Homes, the Owner of the Property at that time is named in this Deed.
- (d) **Sale Price** means the price at which the Property is sold by the Owner (excluding GST).
- (e) **Settlement Date** means the date on which the Owner transfers the title to the Property to a third party and receives settlement funds.

##### 8.2 Interpretation

- (a) The singular includes the plural and the plural includes the singular.

- (b) Words of any gender include all genders.
- (c) A reference to a party to a document includes that party's successors in title and registered proprietors from time to time of the Property.
- (d) To the extent that the Property contains multiple Lots or parts, this Deed applies to each Lot or part severally.

**8.3 Counterparts**

- (a) This Deed may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this Deed by signing any counterpart.

The Purchaser agrees that, as from the settlement date, the Purchaser is bound by the Homes for Homes Donation Deed in respect of the Property (Deed Poll).

Executed as a Deed Poll

.....

Signed, sealed and delivered by the Purchaser



## Schedule 6

### New Owner's Covenant

#### Background

- A. The Purchaser wishes to transfer the Property to the New Owner.
- B. Under the terms of the Contract between the Vendor and Purchaser, the Purchaser agrees to ensure that any successor of the Property covenants with the Vendor to comply with certain obligations under the Contract.
- C. This deed provides the covenants that the New Owner bound by in favour of the Vendor.

#### 1 Agreed terms

##### 1.1 Defined terms

In this deed:

**Contract** means the contract for sale of the Property between the Vendor and the Purchaser dated [insert date of contract].

**New Owner** means [insert details].

**Property** means the property known as [insert relevant property details].

**Purchaser** means [insert Purchaser's details].

**Transfer of Land** means the transfer of ownership of the Property from the Vendor to the Purchaser.

**Vendor** means Development Victoria ABN 61 868 774 623.

##### 1.2 Interpretation

In this deed, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (d) a reference to time is to Australian EST;
- (e) a reference to a party includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (f) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (g) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this deed or any part of it; and
- (h) headings are for ease of reference only and do not affect interpretation.

### 1.3 Governing law and jurisdiction

This deed is governed by the laws of Victoria and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria.

## 2 New Owner to comply with Obligations

### 2.1 Covenant

The New Owner covenants with the Vendor to comply with the Purchaser's obligations under the Contract (that do not merge in the Transfer of Land) as if the New Owner had executed the Contract.

### 2.2 Dividing Fence

The New Owner agrees and acknowledges that if the Vendor owns land adjoining the Property, the Vendor is not liable to contribute towards the cost of a dividing fence.

### 2.3 Subsequent transfer by New Owner

The New Owner covenants with the Vendor that if the New Owner wishes sell or otherwise disposes its interest in the Property, it will procure that the subsequent purchaser or transferee of the Property (***Incoming Party***) provides a covenant in favour of the Vendor, upon similar terms to the covenant contained in clause 2.1 and 2.2 of this deed as if the Incoming Party was the New Owner.

## 3 General

### 3.1 Counterparts

This deed may be executed in any number of counterparts.

### 3.2 Further action

Each party must use reasonable efforts to do all things necessary or desirable to give full effect to this deed.

### 3.3 Waiver

Waiver of any provision of or right under this deed:

- (a) must be in writing signed by the party entitled to the benefit of that provision or right; and
- (b) is effective only to the extent set out in any written waiver.

### 3.4 Costs

Each party is responsible for their own costs and charges incurred in relation to the preparation and execution of this deed, including all legal costs and expenses.

**[Insert Execution Provisions- Purchaser and New Owner]**