

CONTRACT OF SALE



THE OLIVINE

1693 - 1699 Malvern Road, Glen Iris

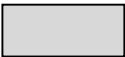
RESIDENT LOT NO



Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia
Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666
info@maddocks.com.au
www.maddocks.com.au
DX 259 Melbourne

The Olivine Contract of Sale

Lot  on proposed plan of subdivision PS739509P
The Olivine, 1693-1699 Malvern Road, Glen Iris, VIC 3146

Keo Waleta Property (Glen Iris) Pty Ltd ACN 603 414 839
as trustee for the Keo Waleta Property (Glen Iris) Project Trust ABN 57 630 835 236

Interstate offices
Canberra Sydney
Affiliated offices around the world through the
Advoc network - www.advoc.com

CONTRACT OF SALE OF REAL ESTATE - PARTICULARS OF SALE

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

Development Address: The Olivine, 1693-1699 Malvern Road, Glen Iris, VIC 3146

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

The terms of this contract are contained in the:

- Particulars of sale; and
- Special conditions, if any; and
- General conditions; 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.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31 - Sale of Land Act 1962

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

EXCEPTIONS

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

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

Notice to Purchaser:

Section 9AA(1)(A) Sale of Land Act 1962

- (a) Subject to the limit set by section 9AA(1)(b) of the *Sale of Land Act 1962* (Vic) (which is 10%), the purchaser may negotiate with the vendor about the amount of the deposit payable under the contract; and
- (b) A substantial period of time may elapse between the day of sale and the day on which the purchaser becomes the registered proprietor of the lot; and
- (c) The value of the lot may change between the day of sale for that lot and the day on which the purchaser becomes the registered proprietor.

SIGNING OF THIS CONTRACT

**WARNING: THIS IS A LEGALLY BINDING AGREEMENT.
YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.**

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

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

_____ on _____ / _____ / 20____

print name of person signing

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

SIGNED BY THE VENDOR

_____ on _____ / _____ / 20____

print name of person signing

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

The **Day of Sale** is the date by which both parties have signed this contract.

Particulars of Sale

Vendor's Estate Agent									
Name:	Hocking Stuart (CBN) Pty Ltd ACN 076 772 097 , ABN 15 076 772 097 attention: Richard Rose								
Address:	189 JOHNSTON STREET, FITZROY 3065								
Telephone:	03 9340 1900	Fax:	03 9348 0028	DX:		Email:	rrose@hockingstuart.com.au		
Vendor									
Name:	Keo Waleta Property (Glen Iris) Pty Ltd as trustee for the Keo Waleta Property (Glen Iris) Project Trust ABN 57 630 835 236								
Address:	Suite 3.03, Level 3, 31 King St, Melbourne, VIC 3000								
Vendor's Legal Practitioner or Conveyancer									
Name:	Maddocks (Ref. DMH:MMW: 6600260)								
Address:	Level 6, 140 William Street Melbourne 3000								
Telephone:	03 9258 3769	Fax:	03 9258 3666	DX:	259	Email:	Cheree.Hart@maddocks.com.au		
Purchaser									
Name:									
Address:									
Telephone:		Fax:		DX:		Email:			
Purchaser's Legal Practitioner or Conveyancer									
Name:									
Address:									
Telephone:		Fax:		DX:		Email:			
Property Address									
Address:	The Olivine, 1693-1699 Malvern Road, Glen Iris, VIC 3146								
Land									
The land is described in the attached copy title(s) and plan(s) as:									
Lot	<div></div>								
on proposed plan of subdivision no. PS739509P (Plan)									
being part of the land described in certificates of title volume 9977 Folio 426 and volume 8290 folio 994									
Goods (List or attach schedule)									
The chattels (if any) that are included in the list of fittings and finishes in Annexure D to this Contract									
Payment									
Base Price	\$	GST inclusive							
Total Optional Upgrade Cost	\$	GST inclusive							
Total Price	\$	GST inclusive							
Deposit	\$	payable by	/	/20	(of which \$		has been paid)		
Balance	\$	payable at settlement							

GST (general condition 13)

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

Not applicable

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

Not applicable

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

margin scheme

Settlement (general condition 10)

Is due on the date being 14 days after the Vendor gives notice to the Purchaser of registration of the Plan by the Registrar of Titles under the Subdivision Act 1988 and the issuance of the Occupancy Permit.

Lease (general condition 1.1)

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

Not applicable

in which case refer to general condition 1.1. If '**subject to lease**' then particulars of the lease are:

Terms contract (general condition 23)

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

Not applicable

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

Loan (general condition 14)

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

Lender

Loan amount \$

Approval date / / 20

Particulars of Sale – Schedule 1

Bank Guarantee (Special condition 4)

Yes ☐

No ☐

Interior Colour Selection (Special condition 13.7 and 13.8*)

Option A – Light Interior ☐

Option B – Dark Interior ☐

Option C – Olivine Interior Upgrade* ☐ Cost: **\$30,171**

*See Optional Upgrade Schedule in Schedule 2 of the Particulars of Sale for Olivine Interior Upgrade Specifications.

FIRB - Purchaser's Status Declaration (Special condition 23)

The Purchaser declares that it is a:

Foreign Purchaser ☐ Passport No.

Copy of Passport provided ☐

Local Purchaser ☐

Further Encumbrances

If the sale is subject to an encumbrance i.e.: other than an existing mortgage, those encumbrances appear in Schedule 3

Particulars of Sale –Schedule 2
Optional Upgrades Schedule

Optional Upgrades (Special Condition 13.7)

1. Standard Optional Upgrades

Selection	Specifications	Cost
<input type="checkbox"/>	○ Provide outdoor Ziegler & Brown 4 Burner bench top BBQ package to Type 'A' including outdoor rangehood and gas point	\$6,380
<input type="checkbox"/>	○ Provide merbau timber deck to 'Unit types A & B' (7m2)	\$2,120
<input type="checkbox"/>	○ Provide 900mm ethanol fireplace including integration to rendered hearth and floating joinery bench to living room	\$6,900
<input type="checkbox"/>	○ Provide Fisher and Paykel 519L E522BRWFD5 fridge with integration kit (or equivalent)	\$2,485
<input type="checkbox"/>	○ Type 'A' units – provide additional bulkhead systems to master suite 2, master Suite 3	\$9,986
<input type="checkbox"/>	○ Provide Alarm system with x3 sensors	\$2,650
<input type="checkbox"/>	○ Upgrade standard intercom to an active security system including live video feed to smart devices	\$3,200
<input type="checkbox"/>	○ Provide floating staircase inclusive of concealed stinger in wall and structural rods from stringer to ceiling	\$23,700
Total		

2. The Olivine Interior Upgrade

Specifications	Cost
○ Provide upgrade to Carrara marble to kitchen back bench, island top, splashback and end panels in lieu of standard	\$1,980
○ Provide Fisher and Paykel 519L E522BRWFD5 fridge with integration kit (or equivalent)	\$2,485
○ Type 'A' units – provide additional bulkhead systems to master suite 2, master Suite 3	\$9,986
○ Provide white timber laminate joinery	NIL
○ Provide rendered hearth and joinery to dining room (Type A units only)	\$6,400
○ Provide 900mm ethanol fireplace including integration to rendered hearth and floating joinery bench to living room	\$6,900
○ Provide Carrara marble feature wall above fireplace in lieu of joinery (Approximately 1200mm x1200mm)	\$850
○ Provide rose gold colour pendants above island bench in lieu of white	\$390
○ Provide rose gold colour tapware and wet area accessories in lieu of chrome	\$1,180
Total	\$30,171

Particulars of Sale – Schedule 3

Encumbrances to be assumed by the Purchaser –

- 1) all registered and any unregistered and implied easements, covenants and restrictive covenants (if any) including those disclosed in the Vendor's Statement;
- 2) any easements and restrictions created by the Plan;
- 3) the provisions of any agreement which the Vendor may be required to enter into with any responsible authority in relation to the Plan or the Development including but not limited to an agreement under Section 173 of the Planning and Environment Act 1987 including any agreement arising out of the Planning Permit (as amended from time to time);
- 4) the requirements of the Planning Permit affecting the Property (as amended from time to time);
- 5) any existing lease, licence or other right of occupation granted by the Owners Corporation(s) or to be granted by Owners Corporation(s) before the Settlement Date;
- 6) the proposed Owners Corporation Rules; and
- 7) the Restrictions and Additional Restrictions.

Contract of Sale of Real Estate – General Conditions

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

Title		(e)	will at settlement be the holder of an unencumbered estate in fee simple in the land; and
1. Encumbrances			
1.1	The purchaser buys the property subject to:	(f)	will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
	(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and	2.4	The vendor further warrants that the vendor has no knowledge of any of the following:
	(b) any reservations in the crown grant; and	(a)	public rights of way over the land;
	(c) any lease referred to in the particulars of sale.	(b)	easements over the land;
1.2	The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.	(c)	lease or other possessory agreement affecting the land;
1.3	In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the <i>Sale of Land Act 1962</i> in accordance with Division 2 of Part II of that Act.	(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;
2. Vendor warranties		(e)	legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
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 <i>Estate Agents (Contracts) Regulations 2008</i> for the purposes of section 53A of the <i>Estate Agents Act 1980</i> .	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 <i>Sale of Land Act 1962</i> in accordance with Division 2 of Part II of that Act.
2.2	The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.	2.6	If sections 137B and 137C of the <i>Building Act 1993</i> apply to this contract, the vendor warrants that:
2.3	The vendor warrants that the vendor:	(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
	(a) has, or by the due date for settlement will have, the right to sell the land; 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
	(b) is under no legal disability; 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
	(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		

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	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.
	(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 <i>Personal Property Securities Act 2009 (Cth)</i> , not more than that prescribed amount; or	7.13	If settlement is delayed under general condition 7.12 the purchaser must pay the vendor:
	(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.	(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
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:	(b)	any reasonable costs incurred by the vendor as a result of the delay
	(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or		as though the purchaser was in default.
	(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.	7.14	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.
7.7	A release for the purposes of general condition 7.4(a) must be in writing.	7.15	Words and phrases which are defined in the <i>Personal Property Securities Act 2009 (Cth)</i> have the same meaning in general condition 7 unless the context requires otherwise.
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.	8.	Builder warranty insurance
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.		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.
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.	9.	General law land
7.11	The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.	9.1	This general condition only applies if any part of the land is not under the operation of the <i>Transfer of Land Act 1958</i> .
		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.		(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
9.5	The contract will be at an end if:		(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.
	(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	11.2	If the land sold is a lot on an unregistered plan of subdivision, the deposit:
	(b) the objection or requirement is not withdrawn in that time.		(a) must not exceed 10% of the price; and
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.		(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.
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 <i>Transfer of Land Act 1958</i> , as if the reference to 'registered proprietor' is a reference to 'owner'.	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.
Money			
10.	Settlement		
10.1	At settlement:	11.4	At settlement, payments may be made or tendered:
	(a) the purchaser must pay the balance; and		(a) in cash; or
	(b) the vendor must:		(b) by cheque drawn on an authorised deposit-taking institution; or
	(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and		(c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
	(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.	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 <i>Banking Act 1959</i> (Cth) is in force.
10.2	The vendor's obligations under this general condition continue after settlement.	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.
10.3	Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.		
11.	Payment	12.	Stakeholding
11.1	The purchaser must pay the deposit:	12.1	The deposit must be released to the vendor if:

	<p>(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-</p> <p>(i) there are no debts secured against the property; or</p> <p>(ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and</p> <p>(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and</p> <p>(c) all conditions of section 27 of the <i>Sale of Land Act 1962</i> have been satisfied.</p>	<p>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.</p> <p>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:</p> <p>(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</p> <p>(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.</p>
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.	13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
12.3	The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.	<p>(a) the parties agree that this contract is for the supply of a going concern; and</p> <p>(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and</p> <p>(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.</p>
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:	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.
	<p>(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</p> <p>(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</p> <p>(c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.</p>	<p>13.7 This general condition will not merge on either settlement or registration.</p> <p>13.8 In this general condition:</p> <p>(a) 'GST Act' means <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth); and</p> <p>(b) 'GST' includes penalties and interest.</p>
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'.	14. Loan
		<p>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.</p> <p>14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:</p>

- (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 and Interpretation

1.1 Definitions

In these special conditions:

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

Additional Restrictions includes all easements, encumbrances, rights, privileges, restrictions on use, covenants, dedications of land, agreements (including the entering into of any agreement under section 173 of the *Planning & Environment Act* 1987 including any arising out of the Planning Permit (as amended from time to time), leases, licences, other occupation rights and arrangements relating to all or part of the land comprised in the Development which are:

- (a) required by an Authority;
- (b) required by a condition of an Approval;
- (c) reasonably and properly required for the Development;
- (d) necessary to satisfy a Requirement; or
- (e) required by NBN Co Limited.

Approvals means any permit, licence, consent, certificate or other approval obtained or required to be obtained from an Authority in relation to the Development or any lot on the Plan or the Parent Title.

Authority means any government or any public, statutory, service authority, governmental, semi-governmental, local governmental, municipal or judicial body, entity or authority and includes a Minister of the Crown (in any right), and any person, body, entity or authority exercising a power pursuant to an Act of Parliament.

Bank means:

- an Australian-owned bank; or
- a foreign subsidiary bank; or
- a branch of a foreign bank,

on the list, current on the day of sale, of authorised Deposit-taking institutions regulated by the Australian Prudential Regulation Authority.

Bank Guarantee means an unconditional and irrevocable guarantee or undertaking by a Bank, subject to the terms of this Contract and in favour of the Vendor's solicitor with an expiry date (if any) at least 60 days after the expiry of the Registration Period or such other date authorised by the Vendor in writing and in a form satisfactory to the Vendor and the Vendor's financier and includes any replacement bank guarantee that is accepted by the Vendor.

Builder means the building practitioner with whom the Vendor enters into the Building Contract or such other building practitioner as the Vendor may nominate from time to time.

Building means any building(s) or other improvements to be erected on any part of the Site.

- (d) the party ceases, suspends or threatens to cease or suspend the conduct of a majority of its business, or disposes of or threatens to dispose of its assets, except for the purposes of a solvent reconstruction or amalgamation previously approved by the other party;
- (e) any security interest becomes enforceable or is enforced against the party;
- (f) a distress, attachment or other execution is levied or enforced against the party in excess of \$10,000;
- (g) the party has a judgment or order given against it in an amount exceeding \$10,000 (or the equivalent in another currency) and that judgment or order is not satisfied or quashed or stayed within 20 Business Days after being given;
- (h) the party takes any step to obtain protection or is granted protection from its creditors under any applicable legislation;
- (i) a resolution is passed by the party to appoint an administrator or an administrator of the party is appointed;
- (j) an order is made that the party be wound up;
- (k) an order is made appointing a liquidator or a provisional liquidator of the party;
- (l) the party resolves to wind itself up or otherwise dissolve itself, or gives notice of its intention to do so, except for the purposes of a solvent reconstruction or amalgamation previously approved by the other party, or is otherwise wound up or dissolved;
- (m) an order is made or a resolution is passed for the party to enter into any arrangement, compromise or composition with or assignment for the benefit of its creditors or any class of them, except for the purposes of a solvent reconstruction or amalgamation previously approved by the other party;
- (n) the party is, or states that it is, or under applicable legislation is taken to be, unable to pay its debts (other than as a result of a failure to pay a debt or claim the subject of a dispute in good faith) or stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
- (o) a receiver, receiver and manager, administrator, controller or similar officer of any of the assets or the whole or any part of the undertaking of the party is appointed;
- (p) the party is or makes a statement from which it may be reasonably deduced by the other party that the party is the subject of an event described in section 459C(2) of the *Corporations Act 2001*;
- (q) any event that is analogous or having a substantially similar effect to any of the events specified in this definition; or
- (r) the party, being an individual, commits an act of bankruptcy or becomes insolvent.

Law means any law (including principles of law or equity established by decisions of courts) that applies in Victoria, and any rule, regulation, ordinance, order, by-law, local law, statutory instrument, control, restriction, direction or notice made under a law by any Authority.

Light Interior means the colour scheme variation as described in the fixtures and fittings in Annexure D.

Loss means any loss (including loss of profit and loss of expected profit), claim, action, liability, proceeding, summons, demand, notice, damage, death, personal injury, suit, judgment, injunction, order, decree, cost, charge, expense, outgoing, payment, damages, diminution in value or deficiency of any kind or character which a party pays, suffers or incurs or is liable for including:

- (a) liabilities on account of any tax of any nature whatsoever;
- (b) interest and other amounts payable to third parties;
- (c) legal (on a full indemnity basis) and other expenses reasonably incurred in connection with investigating or defending any claim or action, whether or not resulting in any liability;
- (d) amounts paid in settlement of any claim or action; and
- (e) consequential loss and damage (irrespective of its nature or occurrence).

Lot or Lots means a lot or lots on the Plan.

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

Olivine Interior Upgrade means the colour scheme variation as described in the fixtures and fittings in Annexure D and the specifications set out in the Optional Upgrade Schedule in Schedule 2 of the Particulars of Sale.

Optional Upgrades means the optional upgrades set out in the Optional Upgrade Schedule.

Optional Upgrade Schedule means the optional upgrade schedule forming part of schedule 2 to the particulars of sale to this Contract.

Outgoings means all rates, taxes, assessments, fees and other outgoings and includes land tax, levies, fire insurance premiums, Owners Corporation fees (if any) or insurance premiums or other expenses levied in respect of the Property but excludes each of the cost incurred by the Vendor of providing and/or connecting any utilities to the Property including water, recycled water, sewerage, drainage, gas, electricity, telecommunications and other like services and the cost incurred by the Vendor of installing meters in respect of such utilities, any supplementary rates or taxes or other such rates assessed in respect of the Property after the Settlement Date and any special levy contemplated by special condition 18.3 which are all the responsibility of the Purchaser.

Owners Corporation means any owners corporation created by the registration of the Plan.

Owners Corporations Act means the *Owners Corporations Act* 2006 (Vic) as amended from time to time.

Owners Corporation Rules means the proposed rules set out in Annexure E and any variations or additions to them that are notified by the Vendor to the Purchaser in writing before the Settlement Date.

Owners Corporations Regulations means the *Owners Corporations Regulations* 2007 (Vic) as amended from time to time.

Plan means proposed plan of subdivision number PS739509P, a copy of which is included in the Vendor's Statement and includes any amendments or alterations made to the plan and any restriction noted on the plan.

irrespective of whether the Requirement is addressed to the Vendor, the Purchaser or any other person.

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

Settlement Date means the date on which the Balance must be paid.

Site means the whole of the land comprised in the Plan.

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

Vendor means the vendor specified in the particulars of sale.

Vendor's Agent means the estate agent or estate agents for the Vendor, if any, whose details are set out in the particulars of sale.

Vendor's Statement means a statement made under section 32 of the *Sale of Land Act* 1962 (Vic). A copy of the Vendor's Statement for this Contract is attached.

Works means all design, building and construction work that the Builder is obliged to complete:

- (a) under the Building Contract to effect completion of the Building; or
- (b) because of a Law that applies to the Site.

1.2 Interpretation

In this Contract:

1.2.1 a reference to:

- (a) any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any statutory instrument issued under, that legislation or legislative provision;
- (b) the singular includes the plural and vice versa;
- (c) an individual or person includes a corporation, firm, authority, government or government authority and vice versa;
- (d) any gender includes the other genders;
- (e) a party to this Contract includes that party's executors, administrators, successors and permitted assigns; and
- (f) a condition, annexure or schedule is a reference to a condition, annexure or schedule of this Contract.

1.2.2 including and singular expressions are not words of limitation;

1.2.3 headings are for convenience and reference only and do not affect the meaning or interpretation of this Contract; and

1.2.4 if the whole of any part of a provision of this Contract is invalid or unenforceable, the validity or enforceability of the remaining provisions will not be affected.

- ## 2. Amendment to General Conditions

- 2.1 The Purchaser and the Vendor agree that if there is:
 - 2.1.1 any inconsistency between the provisions of the General Conditions and special conditions then, except in the case of manifest error, to the extent of any inconsistency the provisions of the special conditions will prevail and have priority; and
 - 2.1.2 any inconsistency between this special condition and any other special condition then, except in the case of manifest error, to the extent of any inconsistency the provisions of any other special conditions will prevail and have priority over this special condition.
- 2.2 Without limiting the specific provisions of any other special condition, the General Conditions are amended as set out in this special condition 2.
- 2.3 The General Conditions (GC) are amended as follows:
 - 2.3.1 GC5 is deleted. Except to the extent otherwise provided for in this Contract, the Purchaser must obtain all necessary consents or licences required for the sale. The Vendor must sign all consents and authorisations as reasonably required by the Purchaser to obtain any necessary consent or licence.
 - 2.3.2 GC6 is amended by inserting the following sentence at the end of the General Condition: 'The purchaser will be deemed to have defaulted in payment of the balance of the price if the transfer of land document is not delivered as required by this general condition. The default will be deemed to commence on the settlement date and terminate 10 days after the date on which the vendor receives the transfer of land document.'
 - 2.3.3 GC8 is deleted.
 - 2.3.4 GC7 is deleted and replaced with the following:
 - '7. Release of security interest
 - 7.1 This general condition applies if any part of the property is subject to a Security Interest registered under the Personal Property Securities Act 2009 (Cth). Words and phrases used in general condition 7 which are defined in the Personal Property Securities Act 2009 (Cth) have the same meaning in general condition 7.

- 7.2 If a Security Interest in respect to any part of the Property is registered in the Personal Property Securities Register, the vendor must ensure that at or before settlement, the purchaser receives a release from the secured party releasing the property that is subject to the security interest from the security interest.
- 7.3 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that is required by the Personal Property Securities Regulations 2009 to be described in a registration by a serial number and is not described by serial number in the Personal Property Securities Register.
- 7.4 If the purchaser receives a release under general condition 7.2, the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.5 The Purchaser must not grant a Security Interest over any part of the property prior to the Settlement Date. The Purchaser must indemnify and hold harmless the Vendor against all claims, damages or loss incurred by the Vendor as a consequence of the Purchaser granting a Security Interest over any part of the property in breach of this condition.
- 7.6 If the land is sold subject to a lease and the vendor has registered a security interest over any part of the property being sold or the tenant's property, the vendor must transfer the security interest to the purchaser on the settlement date and execute all documents necessary to facilitate registration of the transfer of the security interest.'
- 2.3.5 GC10.1 (b)(i) is amended to read: 'provide all title documents necessary to enable the Purchaser to become the registered proprietor of the land; and'.
- 2.3.6 GC10.3 is amended by adding a new sentence at the end of the condition as follows: 'A settlement which occurs after 3pm will, unless the vendor agrees otherwise, be treated as having occurred at 9am on the following Business Day.'
- 2.3.7 GC11.1(c) is deleted.
- 2.3.8 GC11.2 is amended by inserting an additional sentence as follows:

'Unless the price includes GST, the reference to "the price" in this general condition 11.2 refers to the price plus any GST payable on the price.'
- 2.3.9 GC11.5 is amended to read: 'For the purposes of this general condition 'authorised deposit taking institution' means a Bank'.
- 2.3.10 GC11.6 is amended by changing the reference to '3 bank cheques' to '5 bank cheques'.
- 2.3.11 GC13 is amended as follows:
 - (a) the following words are inserted at the end of GC13.2:

'The Purchaser must pay any amount that it is required to pay under this clause in full and without deduction, set-off, withholding or counterclaim.'
 - (b) the following new sub-paragraph is added to GC13.8:
 - (c) any term used in this General Condition has the meaning given in the GST Act.'

(c) the following new sub-clauses are added as GC13.9 and GC13.10:

'13.9 Despite any other provision of this Contract, if either party is required to reimburse to the other any costs, expenses or other amounts (or the part) that the other party has incurred in connection with this Contract, the amount to be reimbursed must be reduced by any part of that amount which is recoverable by the other party by way of input tax credit, partial input tax credit or other like set-off.

13.10 The amount recoverable on account of GST under this clause by the Vendor will include any fines, penalties, interest and other charges incurred as a consequence of late payment or other default by the Purchaser under this clause. '

2.3.12 GC's 17.1 and 17.2 are amended so that they are subject to the following which is to be inserted as GC17.3:

'17.3 The Purchaser, or its solicitor, conveyancer or agent must not serve any document, notice or demand on the Vendor its solicitor, conveyancer or agent by email.'

2.3.13 GC18 is amended by adding an additional sentence as follows:

'Any nomination must be made at least 10 days before the settlement date. If the Purchaser wishes to nominate it must deliver to the Vendor's legal representative or conveyancer:

- (a) a nomination notice in the form attached as Annexure F executed by the nominee and the Purchaser;
- (b) a copy of the duly signed nominee statutory declaration required by the State Revenue Office;'
- (c) if the nominee is a corporation to which General Condition 20 applies, a guarantee and indemnity (in the form attached to this Contract as Annexure A but includes changes necessary by reason of the nomination);
- (d) a written acknowledgment from the Guarantors that the nomination of the nominee does not vitiate the Guarantors' obligations;
- (e) a statement signed by the Purchaser and the nominee that the nominee is not obliged by the Takeovers Act to furnish notice to the Treasurer of its intention to acquire an interest in the Property; and
- (f) a cheque payable by the nominee to the Vendor's legal representative or conveyancer for \$352 (including GST) being their costs for advising the Vendor on compliance with General Condition 18.'

2.3.14 GC19 is amended to read as follows: 'Any signatory for a proprietary limited company purchaser or a trust 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 or a trust'.

2.3.15 GC20 is amended to read as follows: 'If the purchaser is a company other than a publicly listed company or if the purchaser nominates a substitute purchaser which is a company other than a publicly listed company, the Purchaser must procure the execution of the Guarantee by:

- (a) each of its directors; or

- (b) a publicly listed company of which the purchaser is a subsidiary,
at the purchaser's expense and deliver it to the vendor together with the executed contract.'
- 2.3.16 GC21 is amended to read: '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 Settlement Date.'
- 2.3.17 GC22 is deleted.
- 2.3.18 GC24.4 to 24.6 (inclusive) are deleted.
- 2.3.19 GC25 is amended by adding the following new paragraph at the end of the condition: 'The Purchaser acknowledges that without limitation the following items constitute 'a reasonably foreseeable loss' :
- (a) expenses payable by the vendor under any existing loans secured over the property or other property of the vendor;
 - (b) if the default results in settlement being delayed after 31 December in any calendar year, any additional land tax incurred by the Vendor as a result of the land being included in the Vendor's land tax assessment for the next calendar year;
 - (c) the vendor's legal costs and expenses as between solicitor and client incurred due to the breach, including the cost of issuing any default notice agreed at \$935 (including GST); and
 - (d) any commission or other expenses claimed by the Vendor's Agents or other representatives relating to sale of the Property.
- 2.3.20 GC26 is amended by deleting "2%" and replacing it with "6%".
- 2.3.21 GC28 is amended by including a new paragraph 28.6 as follows: 'Unless the price includes GST, the reference to 'the price' in this GC28 refers to the price plus any GST payable on the price.'
- 2.3.22 GC28.4(a) is amended to read as follows: 'an amount equal to 10% of the price is forfeited to the vendor as the vendor's absolute property.'

3. Deposit

- 3.1 The Deposit monies paid or payable under this Contract must not exceed 10 per cent of the purchase price. The Deposit must be paid to the Vendor's solicitor named in this Contract to be held on trust for the Purchaser held in the Vendor's solicitor's trust account until the registration of the Plan.
- 3.2 The Deposit is payable by the Purchaser by the date specified in the particulars of sale unless no date is specified, in which case the Deposit is immediately due and payable by the Purchaser pursuant to this special condition 3.
- 3.3 If the Deposit is paid by cash, the Vendor and the Purchaser authorise the Vendor's solicitor to invest the Deposit and agree that any Interest which accrues on the Deposit money will be paid to the party entitled to the Deposit on the date on which the Deposit is released to that party.

- 3.4 Upon registration of the Plan the Deposit will be held or invested by the Vendor's solicitor upon the terms set out in this special condition as stakeholder for the parties in accordance with the *Sale of Land Act 1962*.
- 3.5 Within 7 days after the day of sale, the Purchaser must give the Purchaser's tax file number either to the Vendor's solicitor or to the Vendor's solicitor's bank. If the Purchaser gives its tax file number to the Vendor's solicitor's bank it must, as soon as it has done so, give the Vendor's solicitor verification of this.
- 3.6 If the Purchaser breaches special condition 3.5 , and then becomes entitled to a refund of the Deposit, the Purchaser must within 7 days of becoming entitled to a refund of the Deposit, provide the Purchaser's tax file number either to the Vendor's solicitor or to the Vendor's solicitor's bank prior to receiving the Interest, whereupon the interest will be payable to the Purchaser.
- 3.7 The Purchaser and the Vendor must not make any Claim on the Vendor's solicitor for any matter arising out of this special condition 3.

4. Bank Guarantee

- 4.1 The Vendor may accept a Bank Guarantee from the Purchaser instead of actual payment of the Deposit or any part of the Deposit.
- 4.2 The Vendor will not be deemed to have accepted a Bank Guarantee merely by reason of its receipt or 'Yes' appearing before the words 'Bank Guarantee' in the Deposit part of the particulars of sale.
- 4.3 If the Vendor agrees to accept a Bank Guarantee, the Purchaser must deliver it to the Vendor's solicitor within 10 Business Days after the day of sale for an amount equal to the Deposit. For the avoidance of doubt, the Vendor's Agent is not authorised to hold the Bank Guarantee.
- 4.4 The Purchaser must provide a replacement Bank Guarantee within five (5) Business Days of being notified by the Vendor of any deficiencies in the Bank Guarantee.
- 4.5 If the Purchaser complies with special condition 4.3, the Purchaser must pay the Deposit in cleared funds to the Vendor's solicitor on the first to occur of:
 - 4.5.1 the Settlement Date;
 - 4.5.2 the date that is 30 days before the Bank Guarantee expires;
 - 4.5.3 any earlier date on which:
 - (a) the Vendor would be entitled to the release of Deposit to it having regard to the provisions of this contract and section 27 of the *Sale of Land Act 1962*;
 - (b) the Vendor rescinds or otherwise terminates this Contract for breach by the Purchaser;
 - (c) the Bank Guarantee becomes ineffective; or
 - (d) issuer of the Bank Guarantee is not of at least the Required Rating and the Purchaser has not served on the Vendor's solicitor a replacement Bank Guarantee from an issuer of at least the Required Rating.

When the Purchaser pays the Deposit in cleared funds, the Vendor will return the Bank Guarantee.

- 4.6 If the Purchaser breaches special condition 4.3 or 4.4, the Purchaser must immediately pay the Deposit in cleared funds to the Vendor's solicitor.
- 4.7 If the Purchaser breaches special condition 4.5 or 4.6 (time being of the essence), the Purchaser will be in default under this Contract and without limiting the Vendor's rights the Vendor's solicitor (but in no circumstances the Vendor) is irrevocably authorised to draw on the Bank Guarantee if one has been provided.
- 4.8 Any Bank Guarantee provided to the Vendor under this special condition 4 will be held on trust by the Vendor's solicitor for the Purchaser until registration of the Plan or the date the Vendor rescinds or otherwise terminates this Contract for breach by the Purchaser, whichever occurs earlier.
- 4.9 Any moneys paid by:
- 4.9.1 the Purchaser pursuant to special conditions 4.5 or 4.6; or
- 4.9.2 the Bank pursuant to special condition 4.7,
- must be dealt with by the Vendor's solicitor and in accordance with special condition 3.1 and the *Sale of Land Act 1962*. For the avoidance of doubt, this special condition takes precedence over anything else in this special condition 4.
- 4.10 Should the Purchaser pay the Deposit or any part of the Deposit by way of Bank Guarantee, the Purchaser must procure its Bank to pay a fee of \$396 (including GST) to the Vendor's solicitor before such Bank Guarantee (including any replacement Bank Guarantee) is accepted and in any event before or as a condition of settlement.

5. Registration of Plan

- 5.1 This Contract is subject to the condition subsequent that the Plan is registered by the Registrar within the Registration Period.
- 5.2 The Vendor will at its own cost endeavour to procure registration of the Plan by the Registrar within the Registration Period. The obligation arising pursuant to this special condition 5.2 will not be taken to require the Vendor to carry out, manage or arrange the carrying out of domestic building work as defined within the meaning of the *Domestic Building Contracts Act 1995*.
- 5.3 If the Plan is not registered by the Registrar within the Registration Period then either party will have the right to rescind this Contract by giving notice in writing to that effect to the other party prior to the Plan being registered.
- 5.4 If this Contract is rescinded under special condition 5.3:
- 5.4.1 all moneys paid under this Contract will be refunded to the Purchaser; and
- 5.4.2 unless otherwise provided for in this Contract, neither party will have any action right, claim or demand against the other under this Contract or arising from or out of the rescission of this Contract including the failure of the Vendor to procure registration of the Plan.

6. Amendments to Plan

- 6.1 Subject to section 9AC of the *Sale of Land Act 1962*, the Vendor may make such minor alterations to the Plan that:
- 6.1.1 may be necessary to:

7.2 The Purchaser acknowledges that this special condition is an essential term of the Contract, breach of which (without prejudice) to any other rights that the Vendor may have with respect of the breach will entitle the Vendor to make a claim for damages which the Purchaser must pay on demand as the damages suffered by the Vendor up to the date of which the caveat is withdrawn.

7.3 The Purchaser appoints the Vendor's solicitors as its attorney to withdraw any such caveat or sign a withdrawal of such caveat. This appointment will survive the rescission or termination of this Contract by either party.

8. Disclosure of Surface Level Works

The Vendor notifies the Purchaser pursuant to section 9AB of the *Sale of Land Act* 1962 that details of all works affecting the natural surface level of the Lot sold or any land abutting the Lot in the same subdivision as the Lot which:

8.1 have been carried out on that land after the certification of the Plan and before the date of this Contract; or

8.2 are at the date of this Contract being carried out, or at the date of this Contract are proposed to be carried out on that land,

are set out in the Plan of Surface Level Works attached as Annexure B to this Contract.

9. Owners Corporation

9.1 Restriction of Rights

While the Vendor remains the owner or occupier of any Lot or Lots on the Plan or is entitled to be registered as an owner of a Lot or Lots the Purchaser agrees to the extent permitted at law that:

9.1.1 the Purchaser will not exercise any of its rights or powers as a member of the Owners Corporation or any committee of the Owners Corporation in such a way as to:

- (a) hinder the completion of the construction of the Development or any future stage of the development of any part of the Site; or
- (b) delay, impede or prevent the granting of any planning or other approval for the Development or the future development of any part of the Site; or
- (c) hinder the Vendor's marketing activities; or
- (d) be contrary to the reasonable directions of the Vendor from time to time; or
- (e) delay, impede or prevent the passage of the special resolution to adopt the proposed Owners Corporation Rules or such other rules as the Vendor may wish to be adopted; and

9.1.2 the Purchaser will exercise its rights as a member of the Owners Corporation as directed by the Vendor (acting reasonably) from time to time.

9.2 Vendor may conduct activities

9.2.1 The Purchaser acknowledges that both before and after the Settlement Date, but only for as long as the Vendor remains an owner of a Lot or Lots on the Plan, the Vendor and persons authorised by the Vendor may:

- (a) conduct selling activities from the Site;
- (b) place and maintain on and outside the Site (excluding the Property) signs in connection with those selling activities; and
- (c) place and maintain on and about the Site an office or facility or both for representatives of the Vendor and their representatives.

9.2.2 The Purchaser waives all rights to make or take any objection to the methods used by the Vendor and persons authorised by the Vendor in its efforts to sell by public auction or otherwise the remaining Lots in the Development including without limitation the use of signs, public auctions and the use of the Common Property provided that the Vendor must at all times display reasonable consideration for the comfort and convenience of the Purchaser.

9.2.3 The Purchaser covenants with the Vendor that upon the Purchaser or any of the Purchaser's tenants being entitled to possession or occupation of the Property, they must do all things necessary to cooperate with the Vendor's marketing and selling of the other Lots. The Purchaser agrees (and the Purchaser must cause the Purchaser's tenants to comply) that they must not cause any nuisance which may hinder the marketing and sale of the Lots.

9.2.4 If the Purchaser wishes to sell or lease their Property, the Purchaser agrees not to erect any signs including advertising boards on the Property unless such sign or advertising board is authorised by the Owners Corporation(s) without the Vendor's prior written consent. The Purchaser acknowledges and agrees that the Vendor may remove any such signs that are erected on the Property at the Purchaser's cost, if such sign is not installed in compliance with this special condition 9.2.4.

9.2.5 This special condition 9.2 will not merge on settlement, but will continue in full force and effect.

9.3 Owners Corporation Rules

The Purchaser acknowledges and agrees that:

9.3.1 it has read and understood the Owners Corporations Rules and admits that the Property is sold subject to:

- (a) the lot entitlement and lot liability and all other information set out in the Plan; and
- (b) the provisions of the Owners Corporations Act and Owners Corporations Regulations as amended from time to time;

9.3.2 the Vendor may make changes to the Owners Corporation Rules on or before the Settlement Date that are determined by the Vendor to be in the interests or furtherance of the Development or otherwise desired by the Vendor (acting reasonably);

9.3.3 the Vendor proposes (but is not obliged) to cause the Owners Corporation to pass a special resolution or resolutions to adopt the proposed Owners Corporation Rules and the Purchaser is bound by those rules;

9.3.4 the Vendor, having regard to the interests of the Owners Corporation and its proper functioning, may alter the proposed Owners Corporation Rules before they are adopted; and

- The Purchaser covenants with the Vendor that it will not, nor cause anybody on its behalf to either directly, or indirectly hinder, delay, impede, object or prevent the Vendor from exercising its rights under this special condition.

If the Plan includes Common Property, the Purchaser acknowledges and agrees that:

- The Purchaser must not exercise any of the Purchaser Rights including making any objection, requisition or claim or rescinding, terminating or delaying settlement of this Contract because of anything contemplated by special condition 9.4.

page 31

9.5 Other Licences and Agreements

The Purchaser acknowledges and agrees that:

- 9.5.1 the Vendor may (but is not obliged to) cause the Owners Corporation to (and pass the necessary resolution or resolutions where it is necessary to do so):
- (a) enter into facilities management agreements, service agreements or management plans in relation to the Common Property including but not limited to plans relating to general maintenance, environmental health, public open space, heritage and occupational health and safety; or
 - (b) enter into agreements with third parties (to the extent that it is able and subject to compliance with all Laws) for the exclusive right to provide the Property and/or the Building services or utilities; and
- 9.5.2 any leases or licences granted by the Owners Corporation may be long term and at a nominal rent or fee for the term;
- 9.5.3 if the Owners Corporation enters into such licences, leases or agreements, it purchases the Property subject to any such agreement;
- 9.5.4 the documents contemplated by special condition 9.5.1 may be granted to the Vendor or a Related Body Corporate of the Vendor or direct to Purchasers in the Development; and
- 9.5.5 the Purchaser must not make any objection, requisition or exercise the Purchaser Rights because of anything contemplated by this special condition.

10. Hazardous Materials

On and from the Settlement Date, the Purchaser:

- 10.1 agrees to keep the Vendor indemnified against:
 - 10.1.1 the presence of Hazardous Materials on the Property and anything incidental to them and agrees to comply with all relevant legislation, all Property Controls and the requirements of any relevant Authority in respect of them; and
 - 10.1.2 all Claims resulting in any way from the existence of Hazardous Materials on or emanating from the Property, including actions based on injury to any person or property; and
- 10.2 waives all Purchaser Rights in relation to any of the matters referred to in this special condition and agrees that those matters do not affect the Vendor's title to the Property.

11. Development

- 11.1 The Purchaser acknowledges that the:
- 11.1.1 Property forms part of the Development by the Vendor; and
- 11.1.2 Vendor cannot and does not give any assurances as at the Day of Sale as to:
- (a) the timetable for carrying out the Development;
- (b) the nature of the Development (including the number of lots, height of the Development, types of uses and the facilities to be provided); and/or

(c) the manner in which the Development will be carried out.

11.2 The Purchaser covenants with the Vendor that it will not, nor cause anybody on its behalf to either directly or indirectly hinder, delay, impede, object or prevent the Vendor exercising the rights set out in special condition 11.1.2.

11.3 The Purchaser must not exercise any Purchaser Rights or seek compensation of any kind by reason of:

11.3.1 any alteration:

(a) to the Development;

(b) in the number of lots or any other stage of the Development; or

(c) to the number, size, shape or location or permitted use of or restrictions affecting any lot in the Plan (other than the Property) or any other part of the Development;

11.3.2 any delay in the completion of the Development; or

11.3.3 the abandonment of any part of the Development.

11.4 The Purchaser must not object to or oppose or procure any other person to object to or oppose any application which the Vendor or any person with the authority of the Vendor makes or any planning or other approval required to vary the Development or to carry out any part of the Development (including any part of the Development as varied).

11.5 The Purchaser indemnifies and will keep indemnified the Vendor against all claims, damages and costs for which the Vendor may suffer due to a breach of this special condition 11. The Purchaser agrees that the indemnity will not merge on completion.

11.6 This special condition will not merge on settlement but will continue in full force and effect.

12. Encumbrances

12.1 Subject to all Laws

The Purchaser buys the Property subject to any applicable Law including, without limitation, the requirements of any planning scheme.

12.2 Planning Permit

12.2.1 The Purchaser acknowledges that it has read and understood the Planning Permit including the restrictions set out therein.

12.2.2 The Purchaser must not make any objection, requisition or exercise the Purchaser Rights because of anything contemplated by this special condition 12.2.

12.3 Easements

The Purchaser:

12.3.1 admits that the Property is sold subject to the provisions of the Act; and

12.3.2 buys the Property subject to:

- (a) all easements and encumbrances affecting the Site including those disclosed in Schedule 2 to this Contract and/or created or implied by the Act, the Plan or any Approval;
- (b) any service easements affecting the Common Property; and
- (c) the rights of the Vendor under special condition 12.4.

The Purchaser must not make any requisition or objection or exercise the Purchaser Rights in relation to any other matter referred to in this special condition 12.3.

12.4 Additional Restrictions

- 12.4.1 The Purchaser acknowledges that as at the day of sale and the Settlement Date not all of the Additional Restrictions may have been entered into, granted or finalised.
- 12.4.2 The Vendor can enter into, grant or finalise any Additional Restriction on or after the day of sale.
- 12.4.3 The Vendor does not however give any assurance:
 - (a) as to the nature of the Additional Restriction;
 - (b) that it will proceed, and may refrain from proceeding with, any Additional Restriction; and
 - (c) when any Additional Restriction will be entered into, granted or finalised.
- 12.4.4 Within 5 Business Days after receipt of a request from the Vendor, the Purchaser must execute any acknowledgement or covenant required by the Vendor under which the Purchaser:
 - (a) agrees to accept and observe an Additional Restriction; and
 - (b) acknowledges that the Additional Restriction runs with the relevant land.
- 12.4.5 Subject to the Purchaser's rights under the *Sale of Land Act 1962*, the Purchaser will not exercise any Purchaser Rights by reason of the existence, granting, entering into or imposition of Additional Restrictions.

13. Building works

13.1 Building Contract

The Purchaser acknowledges that:

- 13.1.1 the Vendor is not and will not be the Builder of the Works;
- 13.1.2 the Building including the Property will be constructed under the Building Contract and subject to special condition 13.6 the construction of the Property will be generally in accordance with the Plans and Specifications; and
- 13.1.3 this Contract is not a major domestic building contract for the purposes of the *Domestic Building Contracts Act 1995* (Vic) (DBC Act).

13.2 **Construction**

The Vendor has entered into, or intends to enter into, or has caused or will cause the entry into the Building Contract.

13.3 **Completion of Building**

The issuing of the Occupancy Permit for the Property will be conclusive evidence that the Works on the Property are completed.

13.4 **Defective Work**

13.4.1 The Vendor warrants that any reasonably apparent defects in materials or workmanship in the construction of the Property, of which the Purchaser has given the Vendor written notice within 3 months from the issue of the Occupancy Permit, will be notified to the Builder and the Builder will be required to repair in a proper and workmanlike manner at the Builder's expense as soon as practicable after the Settlement Date.

13.4.2 The Purchaser must not exercise any of the Purchaser Rights including making any requisition or objection, delaying settlement, withholding money or claiming compensation of any kind even if defective materials or faulty workmanship are evident on or before the Settlement Date.

13.4.3 The Purchaser must provide access to the Property after settlement to the Builder, Vendor or their nominees for the purposes of attending to rectification works during the hours of 9am to 5pm on Business Days or such other times as the Builder or Vendor may nominate in their absolute and unfettered discretion.

13.5 **Warranties**

13.5.1 If the Vendor enters into the Building Contract, the Vendor hereby assigns all the building warranties granted to the Vendor under the Building Contract capable of assignment in relation to the construction of the Property to the Purchaser on and from the Settlement Date.

13.5.2 The Purchaser acknowledges that on completing the purchase of the Property under this Contract, the Purchaser will have (as the Vendor's successor in title) the benefit of the warranties by the Builder concerning construction of the Property specified in section 8 of the DBC Act.

13.5.3 The Vendor assigns to the Purchaser on the Settlement Date the benefit of any manufacturers' warranties given in favour of the Vendor (if any) in respect of the Chattels subject to the terms of such warranties and to any act, statute or rule of law which may prohibit or limit the Vendor's right in respect of such assignment.

13.6 **Changes to Building Contract, Plans and Specifications and Optional Upgrades**

13.6.1 The Purchaser acknowledges and agrees that for a project like the Development during the contract period (having regard to the delivery time required to complete the Building), it is usual that the Vendor may need to authorise variations or alterations to the Building Contract, the Plans and Specifications and/or Optional Upgrades by changing the construction details (for example: façade specifications or service provisions), appliances (including the make and model of appliance), fixtures, fittings and finishes described in the Plans and Specifications and/or Optional Upgrades from time to time in any manner the Vendor or the Builder (as the case may be) considers necessary (acting reasonably) or desirable or to:

- (a) comply with any desires, requirements or recommendations of the Authority including by substituting any of the appliances, fixtures, fittings and finishes specified in the Plans and Specifications and/or Optional Upgrades with other appliances, fixtures, fittings and finishes of a similar standard or quality; or
 - (b) to enable the proper construction of the Building; or
 - (c) facilitate the efficient and cost effective construction of the Building including any Common Property (as the Vendor considers necessary or desirable).
- 13.6.2 The Purchaser acknowledges and agrees that if the Vendor varies or alters the Plans and Specifications and/or Optional Upgrades as contemplated by special condition 13.6.1, the Vendor is not obliged to inform the Purchaser of it.
- 13.6.3 The Purchaser must not make any requisition or objection or exercise the Purchaser Rights in relation to any other matter referred to in this special condition 13.6.

13.7 Optional Upgrades

- 13.7.1 If the Purchaser has ticked any of the boxes in the Optional Upgrade Schedule, the Vendor acknowledges and agrees that this indicates a request by the Purchaser that the Vendor install the selected Optional Upgrade within the Lot and the Vendor will endeavour to comply with that request on or before the Settlement Date.
- 13.7.2 Without limiting special condition 13.7.1, if the Purchaser has ticked the 'Olivine Interior Upgrade' box in Schedule 1, the Vendor acknowledges and agrees that this indicates a request by the Purchaser that the Vendor install the upgrades within the 'Olivine Interior Upgrade' as set out in Schedule 2.
- 13.7.3 Except where the Vendor has not complied with the Vendor's obligations under special condition 13.7.1 by the Settlement Date, the Purchaser must not exercise the Purchaser Rights in relation to anything contemplated by this special condition 13.8.

13.8 Interior Colour Selection

The Purchaser agrees that the interior colour selection will be either:

- 13.8.1 if a selection is set out in Schedule 1 to the particulars of sale, that selection; or
- 13.8.2 if a selection is not set out in Schedule 1 to the particulars of sale and the Purchaser does not notify a selection to the Vendor's Solicitors within 14 days of the Day of Sale, then the selection will be 'Option A – Light Interior'.
- 13.8.3 The Purchaser must not make any objection, requisition or exercise the Purchaser's Rights because of any of the occurrences referred to in special condition 13.8.

13.9 Dispute

If any dispute arises as to any matter referred to in this special condition 13 and in particular, the quality or standard of finish of the Property or in respect of the completion, quality or standard of finish of the Common Property, the Purchaser cannot exercise any of the Purchaser Rights including delaying or postponing settlement or requesting or demanding the holding back or retention of any part of the purchase price as security for the satisfactory completion of the Works and must proceed to settlement as required by this Contract. This

13.10 Marketing materials

13.10.3 the Planning Permit (and in particular the endorsed plan under the Planning Permit) does not form part of the Plans and Specifications.

14. Additional Construction

14.3 The Purchaser must not exercise any of the Purchaser Rights including making any requisition or objection or seeking to claim damages or delaying settlement of this Contract or bringing any proceedings against the Vendor or the Builder or any other person in relation to any nuisance, dust, noise or other inconvenience associated with any ongoing Works conducted in or around the Development after settlement has occurred.

15. Vendor's right to terminate

If:

- 15.1.1 any requirement imposed by an Authority for the Plan or the Building is in the opinion of the Vendor (acting reasonably) too onerous to perform or accept;
- 15.1.2 at any time the Vendor (acting reasonably) determines that the Plan will not be, is unlikely to be, registered by the expiry of the Registration Period;
- 15.1.3 at any time and for any reason the Vendor (acting reasonably) determines that construction of the Building will not proceed;
- 15.1.4 at any time prior to the commencement of the construction of the Building the Vendor cannot obtain finance on terms and conditions acceptable to the Vendor; or
- 15.1.5 the Vendor does not enter into the Building Contract to construct the Building for any reason whatsoever,

the Vendor may elect to terminate this Contract by notice in writing to the Purchaser. If the Vendor gives notice under this special condition 15.1, this Contract will be at an end and all moneys paid by the Purchaser will be refunded.

15.2 **Benefit of this special condition**

Special condition 15.1 is for the benefit of the Vendor. Only the Vendor may give notice under it or waive the benefit of it.

15.3 **No compensation**

If this Contract is terminated or rescinded by the Vendor under this special condition 15 neither party will have any right to compensation or damages against the other party as a result of the termination or rescission.

16. **Natural Products and Other Finishes**

- 16.1 The Purchaser acknowledges and agrees that the materials and/or plants used in the construction and delivery of the Property (particularly in the finishes, fittings and landscaping) may:
 - 16.1.1 comprise natural products (such as stone, timber and the like);
 - 16.1.2 exhibit variations in the shade, colour, texture, surface, finish, markings or the like that contain natural fissures, lines, indentations or the like, and may fade or change colour over time;
 - 16.1.3 expand, contract, or distort over time as a result of exposure to heat, cold, weather, or the like;
 - 16.1.4 mark or stain if exposed to certain substances;
 - 16.1.5 be damaged or disfigured by impact or scratching or other means;
 - 16.1.6 be subject to shade variations and manufacture batching (for example: in carpet, tiles and other finishes);
 - 16.1.7 in the case of plants used in landscaping, die, suffer from disease or be unsuitable for climactic conditions.
- 16.2 The Purchaser must not make any objection, requisition or exercise the Purchaser Rights because of any of the occurrences referred to in special condition 16.1.

The Vendor may at any time prior to Settlement, mortgage, assign or charge any of its rights, privileges, benefits or obligations under this Contract or all or part of the Property without reference to the Purchaser.

18.1 All Outgoings for the Property will be adjusted between the Vendor and the Purchaser on the basis that they have or will be paid by the Vendor. Despite this special condition, the Vendor is only obliged to pay all Outgoings when they are due to be paid and the Purchaser will not require them to be paid on an earlier date.

- (a) based on the proportional land tax stated on the Land Tax Assessment; and
- (b) between the Vendor and the Purchaser on the basis that the amount to be apportioned between them is the proportion of the proportional land tax for the Site which the lot liability of the Property bears to the total liability of all of the lots on the Plan; and
- (c) if the proportional land tax includes land other than the Site, the land tax attributable to the Site will be determined based on the proportion that the

surface area of the Site bears to the surface area of the land the subject of the proportional land tax.

- 19.2 Despite special condition 18.1, payment of the Price will not be delayed and no money will be withheld by the Purchaser from the Vendor out of the Price on account of any land tax which may be or may subsequently become charged on the Property.
- 19.3 The Vendor acknowledges that it is liable and responsible for payment of land tax chargeable on the Property until the date upon which the Purchaser becomes entitled to possession and, subject to special condition 19.1, it must pay any such land tax for which it receives an assessment notice within the time limit specified in the assessment notice.

20. Value of Land

- 20.1 The Vendor agrees that it will provide the Purchaser with all information and do all things as may be reasonably required by the Purchaser or by the Commissioner of State Revenue to comply with the prevailing stamp duty rulings in relation to the assessment and payment of duty on the transfers of the Property under this Contract as contemplated under section 21(3) of the *Duties Act 2000* (Vic).
- 20.2 The Purchaser acknowledges and agrees that:
- 20.2.1 neither the Vendor nor anyone acting on its behalf has made any warranty to the Purchaser as to the stamp duty payable by the Purchaser in connection with this sale and transfer of the Property and that the Purchaser has made its own enquiries and investigations;
 - 20.2.2 the Vendor will not be obliged to provide the Purchaser with a copy of the relevant stamp duty declaration required by the Commissioner of State Revenue earlier than one week prior to the Settlement Date;
 - 20.2.3 the Vendor may elect to use the fixed percentage method or alternative method for the purposes of calculating the stamp duty;
 - 20.2.4 it is liable to pay any amount of duty assessed by the State Revenue Office including any stamp duty surcharge on foreign persons; and
 - 20.2.5 it will not exercise any of the Purchaser Rights including making any objection, requisition or claim or delaying settlement because of the amount of stamp duty assessed.

21. Certificate of Title

If on the Settlement Date, a separate certificate of title for the Property:

- 21.1.1 has not issued; or
- 21.1.2 is not available from the Registrar,

the Purchaser must accept an order to register the instrument of transfer of land endorsed by the Vendor's solicitor or Vendor's mortgagee in favour of the Purchaser or as directed by the Purchaser or the Purchaser's mortgagee.

22. Execution of Necessary Documents

Each party to this Contract will execute and deliver all such documents, instruments and writings and will do or procure to be done all such acts and things necessary or desirable or reasonable to give effect to this Contract.

23. Foreign Purchaser

- 23.1 The Purchaser has declared in the Purchaser's Status Declaration in schedule 1 to the particulars of sale whether the Purchaser is a Foreign Purchaser (being a person defined as a foreign person under the Takeovers Act) or a Local Purchaser. If the Purchaser's Status Declaration has not been completed, the Purchaser warrants to the Vendor that, and will be regarded as having declared that it is a Local Purchaser.
- 23.2 The Purchaser warrants to the Vendor that the Purchaser's Status Declaration is correct and will indemnify the Vendor against any Claims which the Vendor may suffer or incur if that declaration is not correct.
- 23.3 If the Purchaser has declared in the Purchaser's Status Declaration in schedule 1 to the particulars of sale that the Purchaser is a Foreign Purchaser:
- 23.3.1 the Purchaser must provide a copy of the Purchaser's passport to the Vendor on the day of sale;
- 23.3.2 this Contract is conditional upon the Purchaser obtaining FIRB approval pursuant to the Takeovers Act for the purchase of the Property within 30 days of the day of sale (**FIRB Sunset Date**) (or such other time as is mutually agreed between the parties in writing) failing which:
- (a) the Purchaser may by notice in writing within 2 days of the FIRB Sunset Date (or such other time as is mutually agreed between the parties in writing) withdraw from the Contract; or
- (b) the Vendor may, at its discretion, elect to rescind the Contract by giving notice in writing to the Purchaser at any time prior to receiving written confirmation and evidence from the Purchaser that the Purchaser has obtained FIRB approval,
- and the Deposit will be refunded to the Purchaser; and
- 23.3.3 the Purchaser must provide evidence of the FIRB approval to the Vendor's solicitors immediately upon receipt.

For the avoidance of doubt, if the Purchaser does not withdraw from the Contract in accordance with special condition 23.3.2(a), special condition 23.3.2(a) will be of no further force or effect and thereafter the Purchaser will be taken to have warranted to the Vendor that it has obtained or no longer requires FIRB approval for the purchase of the Property.

24. Restriction on Re-Sale

- 24.1 The Purchaser must not sell (as defined in the *Sale of Land Act 1962*) the Property or any part of it or the Purchaser's rights or interests pursuant to this Contract (other than a mortgage to finance its acquisition of the Property under this Contract) until after the Settlement Date.
- 24.2 Without limiting special condition 24.1, the Purchaser must not without the prior written consent of the Vendor (which may be given subject to conditions as the Vendor deems fit) sell (as defined in the *Sale of Land Act 1962*) the Property or any part of it or the Purchaser's rights or interests pursuant to this Contract at any time prior to the expiry of twelve (12) months from the Settlement Date.
- 24.3 The Purchaser indemnifies the Vendor against any loss arising out of a breach of this special condition 24.

25. Vendor's Statement and Due Diligence Checklist

25.1 prior to signing this Contract or any agreement or document in respect of the sale hereby made which is legally binding upon or intended legally to bind the Purchaser, the Purchaser has been given:

25.1.2 a due diligence checklist was made available to the Purchaser in accordance with sections 33A and 33B of the *Sale of Land Act 1962*;

25.4 that no promise with respect to the obtaining of a loan of money to defray some or all of the cost of the price has been made by or on behalf of the Vendor's Agent.

The Purchaser acknowledges that :

25.8 it has not relied, and does not rely, on any representation or warranty of any nature made by or on behalf of the Vendor, the Vendor's solicitor or the Vendor's Agent other than those expressly set out in this contract;

25.10 all descriptions, dimensions, areas and other details shown on the floor plans are given in good faith and are believed to be correct but the Purchaser should not rely on them as statements or representatives of fact, but must satisfy themselves as to the correctness of each of them;

25.11 unless expressly specified otherwise, the Property Council Method of Measurement for Residential Property has been and will be used for the purpose of determining any areas, measurements or dimensions in relation to the Property and the Development (where applicable); and

25.12 the Vendor makes no representation, warranty or promise concerning any areas, measurements or dimensions in relation to the Property whether in or in connection with the Plans and Specifications or other attachments to this Contract or any marketing materials or other collateral produced by or for the Vendor or any person on behalf of the Vendor.

If the Purchaser is buying the Property as trustee of a trust (**Trust**) then:

- ## 27. Whole Agreement

The covenants provisions terms and agreements contained in this Contract expressly or by statutory implication cover and comprise the whole of the agreement between the parties and the parties expressly agree and declare that no further or other covenants agreements provisions or terms will be deemed to be implied in this Contract or to arise between the parties by way of collateral or other agreement by reason of any promise representation warranty or undertaking given or made by either party to the other on or before the execution of this Contract and the existence of any such implication or collateral or other agreement is hereby expressly negated.

Subject to any provision to the contrary in this Contract, the Purchaser will indemnify and keep indemnified the Vendor against all Claims of any nature whatsoever which the Vendor may suffer, sustain or incur in connection with or relating to any Claim howsoever arising made or incurred on or subsequent to the Settlement Date or from events or occurrences happening or arising on or subsequent to the Settlement Date out of or in respect of the Property or any act, matter or thing occurring thereon.

If prior to the Settlement Date, a party other than the Vendor is or becomes registered proprietor of the Property or the Vendor's rights under this contract are assigned to another party then, upon receipt of a notice of assignment from the Vendor, the Purchaser must perform any obligations imposed upon the Purchaser under this contract in favour of the party who is or becomes registered proprietor of the Property or to whom the Vendor's rights under this contract are assigned. The Purchaser must not exercise any of the Purchaser Rights including making a claim, enquiry, requisition or demand in respect of any of the matters set out in this special condition.

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

31. Novation

- 31.1 In consideration of the Purchaser agreeing to entering into this Contract, if at any time the Vendor (in its sole and unfettered discretion) directs the Purchaser in writing to do so, the Purchaser shall execute:
- 31.1.1 a deed in the form prepared by the Vendor novating this Contract to a third party; and
 - 31.1.2 a Vendor's Statement in the form prepared by the third party.
- 31.2 If this Contract is novated to a third party, the Purchaser:
- 31.2.1 Irrevocably authorises the Vendor's solicitor to transfer the Deposit to the third party's solicitor to be held in accordance with the Sale of Land Act;
 - 31.2.2 where the Purchaser has provided a Bank Guarantee under special condition 4, must within 30 days of being requested to do so, provide a replacement Bank Guarantee in favour of the third party; and
 - 31.2.3 will not exercise any of the Purchaser Rights including making a claim, enquiry, requisition or demand against the Vendor in respect of special conditions 31.1 and 31.2.1 or any matter arising from special conditions 31.1 and 31.2.1.
- 31.3 If the Purchaser breaches special condition 31.2 the Purchaser must immediately pay the Deposit in cleared funds to the new Vendor's solicitor.

32. Insolvency Event Deemed Default

- 32.1 If an Insolvency Event occurs, the Purchaser is deemed to have fundamentally breached a term of this Contract at the time that the Insolvency Event occurs and the Vendor may terminate this Contract at any time after the Insolvency Event by notice in writing to the Purchaser.
- 32.2 An Insolvency Event in respect of the Vendor does not constitute a breach of this Contract by the Vendor.

33. Pre-settlement Inspection

- 33.1 The Purchaser may inspect the Property at an agreed time during the period of fourteen (14) days preceding and including the Settlement Date, but not more than once (**Pre-settlement Inspection**), and on the condition that in exercising its rights under this special condition 33, the Purchaser:
- 33.1.1 must be accompanied by a customer relations consultant of the Vendor;
 - 33.1.2 must give reasonable prior notice to the Vendor of its wish to undertake a Pre-settlement Inspection; and
 - 33.1.3 acknowledges that failure to undertake a Pre-settlement Inspection must not, in any way, delay Settlement.
- 33.2 The Purchaser acknowledges that:
- 33.2.1 it may not be able to undertake a Pre-settlement Inspection if, in the Vendor's absolute discretion, works at the Site render the Pre-settlement Inspection unsafe or undesirable;

- ### 34. Personal Information

- ### 35. Delayed Settlement

page 45

36. Commercial Interests

- ### 37. Confidentiality

- ### 38. Electronic Conveyancing

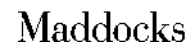
- ELNO** means Electronic Lodgement Network Operator within the meaning of the ECNL;

38.2 If, prior to settlement, the Vendor elects to effect an Electronic Settlement the Purchaser agrees to act in good faith to do all things necessary to give effect to an Electronic Settlement including:

- 38.2.1 subject to special condition 38.3, making any necessary variations to this Contract to effect an Electronic Settlement;
- 38.2.2 signing all necessary documents and compelling the Settlement Parties to do so;
- 38.2.3 reimbursing the Vendor at settlement any fee charged by the ELNO to effect an Electronic Settlement; and
- 38.2.4 complying with any requirements of the ECNL and an ELNO and compelling the Settlement Parties to do so.

38.3 If an Election Date occurs the Vendor and Purchaser agree that the variations required to this Contract as contemplated by special condition 38.2.1 will be:

- 38.3.1 the E-Conveyancing Variations in their proposed form as at the Election Date; and
- 38.3.2 any further variations required by the Vendor (acting reasonably) to effect an Electronic Settlement.



Guarantee and Indemnity

TO: Keo Waleta Property (Glen Iris) Pty Ltd ACN 603 414 839 as trustee for The Trustee for Keo Waleta Property (Glen Iris) Project Trust ABN 57 630 835 236 **(Vendor)**

I/We, the guarantors named in the Schedule, Item 4

(Guarantors)

1. In consideration of the Vendor entering into the Contract with the Purchaser as detailed in the Schedule at our request the Guarantors GUARANTEE to the Vendor:
 - 1.1 payment of the purchase money interest and all other monies payable under the Contract; and
 - 1.2 the observance and performance by the Purchaser of all conditions, covenants, obligations and provisions to be observed and performed by the Purchaser under the Contract or pursuant to any other agreement made between the Purchaser and the Vendor, (collectively Guaranteed Obligations).

2. If any of the Guaranteed Obligations will not be enforceable against the Purchaser this Guarantee will be construed as an indemnity and the Guarantors INDEMNIFY the Vendor in respect of any failure by the Purchaser to make payment or perform the Guaranteed Obligations and AGREE that the Guarantors will not be released from their obligations until the Vendor has received all monies which would have been payable had all of the covenants contained in the Contract been enforceable against the Purchaser.

3. This Guarantee will be a continuing Guarantee and Indemnity and will apply to all monies now owing and to all monies which may subsequently become owing or be deemed to have been owing under the Contract and this Guarantee will be without prejudice to and will not be affected nor will the rights or remedies of the Vendor against the Guarantors be in any way prejudiced or affected by any of the matters as follows:
 - 3.1 Any mortgage or instrument, negotiable or otherwise, guarantee or other security which the Vendor may now or subsequently hold in respect of the whole or any part of the Guaranteed Obligations or any judgment obtained by the Vendor or any release discharge surrender or modification of or dealing with any such security or judgment and all of such securities and judgment will be considered as collateral only.
 - 3.2 The completion of the Contract by a transfer and the securing of the balance of purchase money and other monies outstanding under the Contract by a security instrument granted in favour of the Vendor.
 - 3.3 Any variation modification or innovation in the terms of the Contract and without limiting the generality of the foregoing any extension of the date for payment of the purchase money or any change in the interest rate payable.
 - 3.4 The transfer or assignment by the Vendor of the rights of the Vendor under the Contract to another person or company.

- 3.5 The fact that any Guaranteed Obligation or any part of them may not be or may cease to be recoverable from the Purchaser or any other person liable in respect of it for any reason other than that they have been paid or obligation performed.

Guarantee Independent

4. This Guarantee is independent of and in addition to any other guarantee or security held either now or subsequently by the Vendor in connection with the Guaranteed Obligations and the Guarantors will not in any way or at any time claim the benefit of or seek or require the transfer of any such guarantee or security or any part of it.

Notice

5. Any demand or notice may be signed by or on behalf of the Vendor by the Solicitors for the Vendor and may be served by delivering the demand or notice to the Guarantors at their address by prepaid mail and if posted will be deemed to have been served on the day following the date of posting provided however that the making of a demand or serving of a notice will not be a condition precedent to the liability of the Guarantor.

Miscellaneous Provisions

6. All moneys received by the Vendor from or on account of the Purchaser including any dividends upon the liquidation of the Purchaser or from any other person or corporation or from the realisation or enforcement of any security capable of being applied by the Vendor in reduction of the indebtedness of the Purchaser will be regarded for all purposes as payment in gross without any right on the part of the Guarantors to stand in the Vendor's place or claim the benefit of any moneys so received until the Guarantors have paid the total indebtedness of the Purchaser.
7. In the event of the liquidation of the Purchaser the Guarantors authorise the Vendor to prove for all moneys which the Purchaser has paid and to retain and to carry to a suspense account and appropriate at the Vendor's discretion any dividends received until the Vendor has been paid in full in respect of the indebtedness of the Purchaser. The Guarantors waive all rights against the Vendor and the Purchaser and any other person or corporation, estates and assets so far as necessary to give effect to anything contained in this Guarantee.
8. The Guarantors indemnify the Vendor against any loss the Vendor may suffer by reason of the Purchaser having exceeded its powers or going into liquidation and, in particular, the Guarantors indemnify the Vendor against any loss the Vendor may suffer by reason of interest ceasing to accrue and to be payable after the Purchaser goes into liquidation.
9. This Guarantee will not be determined by the death of any of the Guarantors and will bind their respective legal personal representatives and assigns, administrators and executors and will enure for the benefit of the Vendor and successors and assigns.
10. The expression Guarantors will wherever used mean the Guarantors or any of them and wherever the context permits will refer to the Guarantors jointly and severally.

1. Contract: Contract of Sale made between the Purchaser and the Vendor dated day of 20 for the purchase of the Property at The Olivine, 1693-1699 Malvern Road, Glen Iris, VIC 3146.
2. Property: The land is described in the attached copy title(s) and plan(s) as: Lot on proposed plan of subdivision no. PS739509P being part of the land contained in certificates of title volume 3459 folio 629 and volume 6368 folio 474.
3. Purchaser(s):

Name:

Address:
4. Guarantor(s):

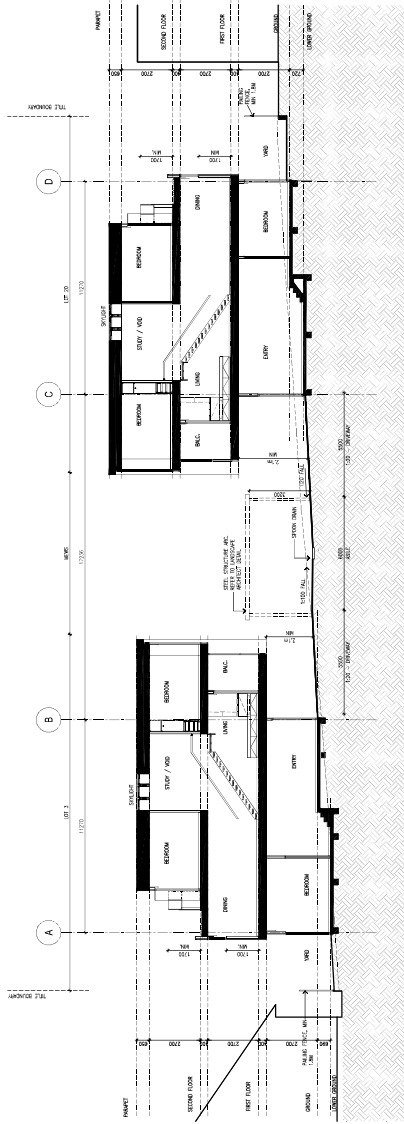
Name:

Address:

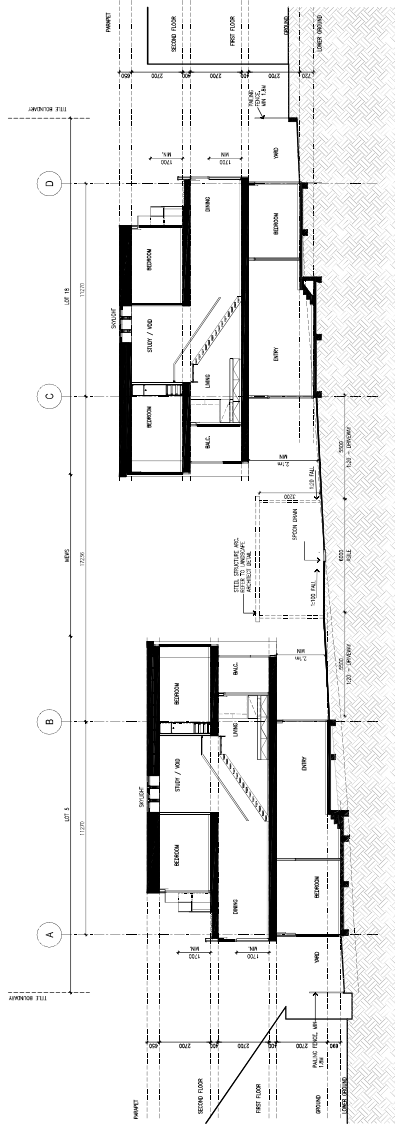
Name:

Address:

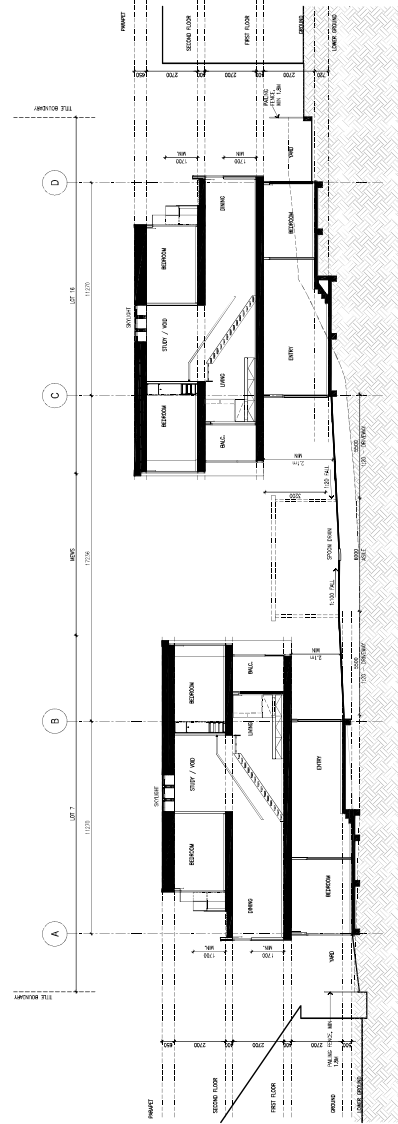
[6600260: 15618235_4]



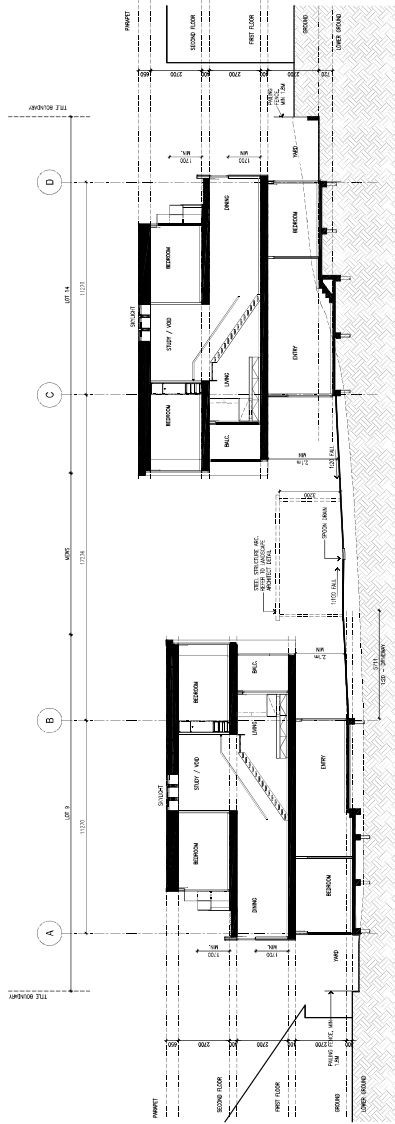
1 SECTION TO LOT 5 AND LOT 20
S.M. 110



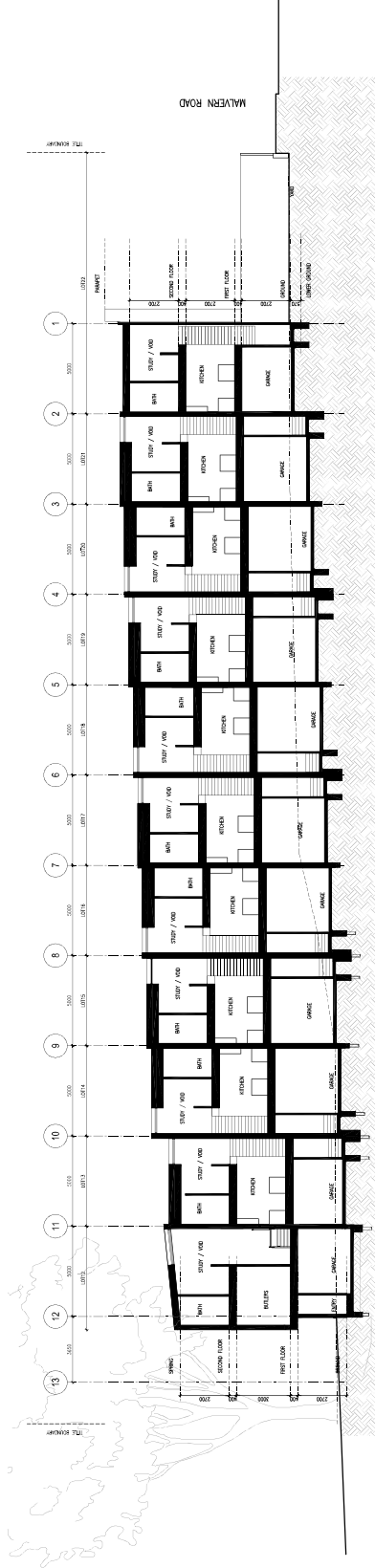
2 SECTION TO LOT 5 AND LOT 18
S.M. 110



3 SECTION TO LOT 5 AND LOT 16
S.M. 110



4 SECTION TO LOTS 8 AND LOT 14
SCALE 1:100



5 SECTION FROM LOT 13 TO LOT 22
SCALE 1:100

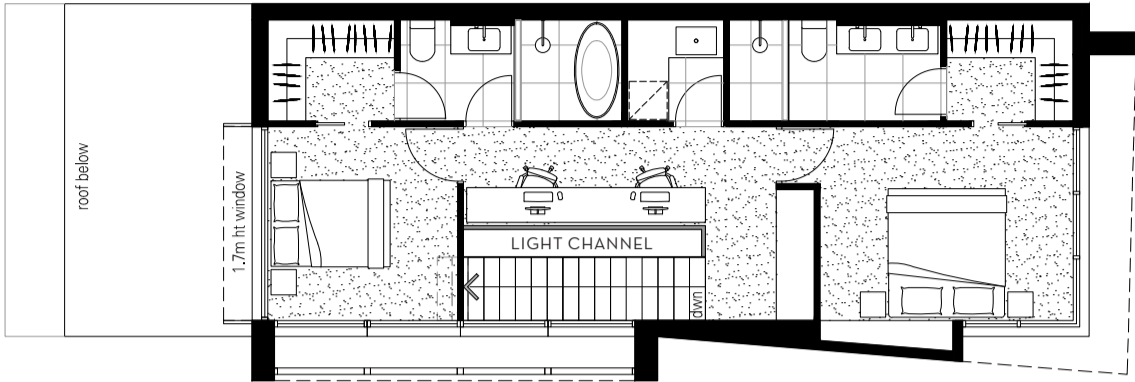


Annexure C

Plans and Elevations

Residence 01

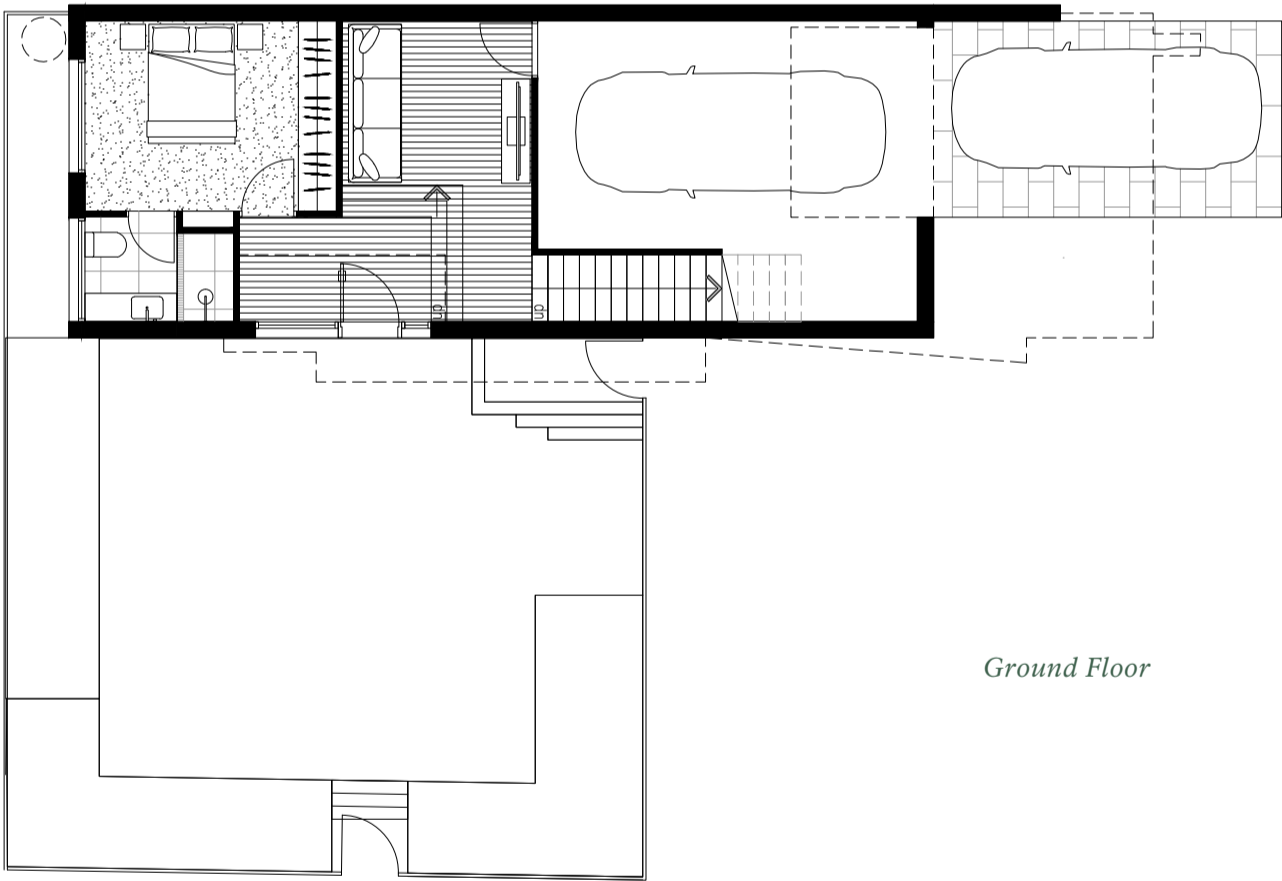
TYPE C (3 BEDROOM, 3 BATHROOM & STUDY)



Second Floor



First Floor



Ground Floor



RESIDENCE 01

Ground Floor

Interior	41.9m ²	
Garage		28.1m ²
Yard		92.1m ²

First Floor

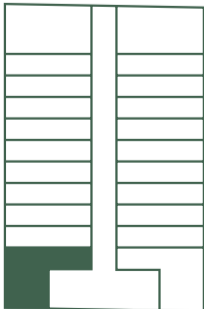
Interior	61m ²	
Terrace		18.6m ²

Second Floor

Interior	66.9m ²	
Terrace		—

Total Liveable Area 169.8m² 138.8m²

Total Land Area 195.6m²

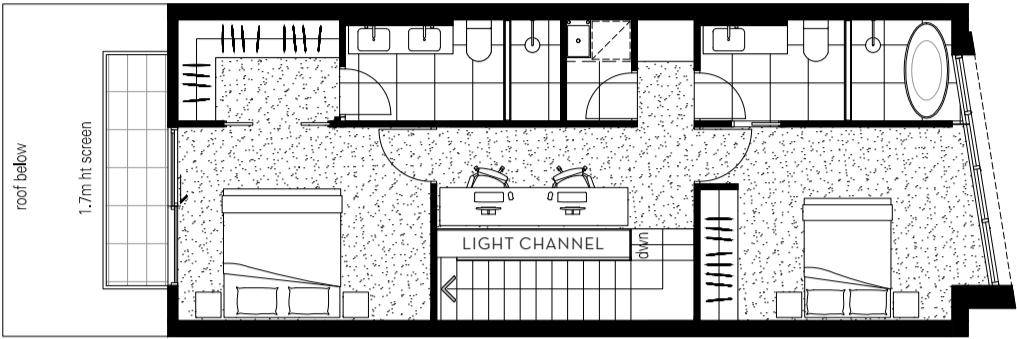


MALVERN ROAD

All images, views and diagrams are indicative or artists' impressions only. Dimensions, areas, fittings, specifications, landscape and paved areas are indicative and subject to change without notice.

Residence 02

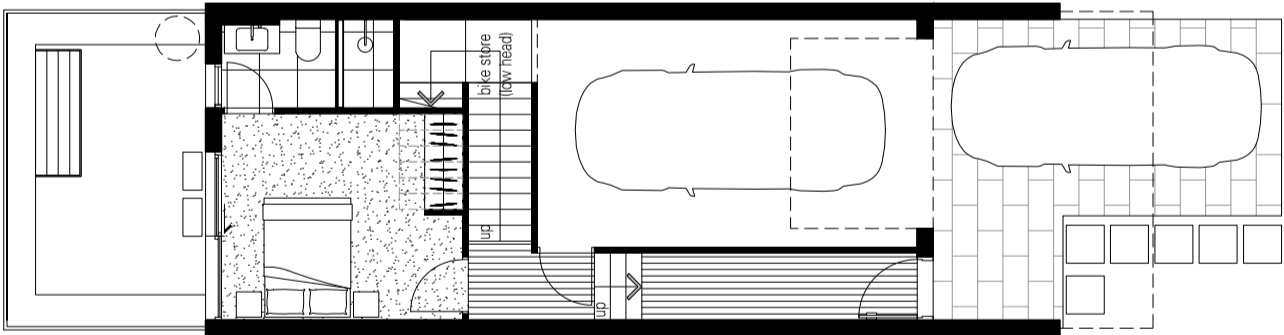
TYPE A (3 BEDROOM, 3 BATHROOM & STUDY)



Second Floor



First Floor

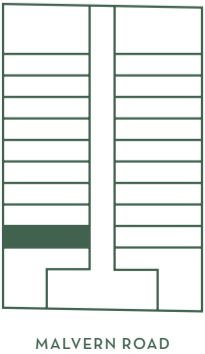


Ground Floor



RESIDENCE 02

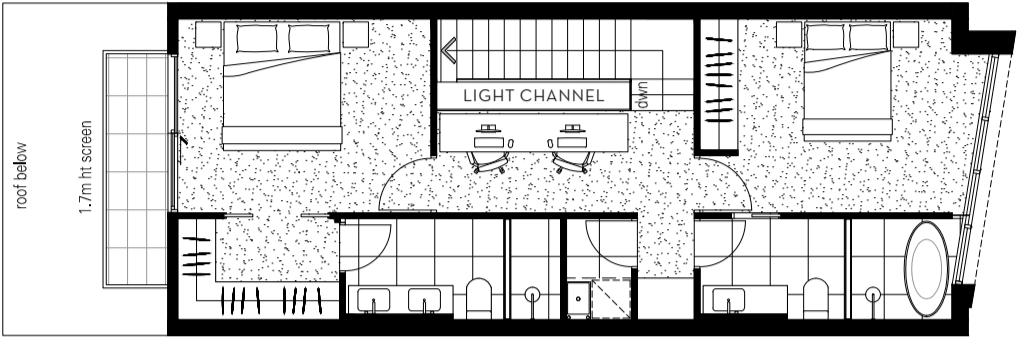
Ground Floor			Second Floor		
Interior	31.3m ²		Interior	63m ²	
Garage		26m ²	Terrace		3.8m ²
Yard		15.4m ²			
First Floor			Total Liveable Area	160.3m ²	55.1m ²
Interior	66m ²				
Terrace		9.9m ²	Total Land Area		100.6m ²



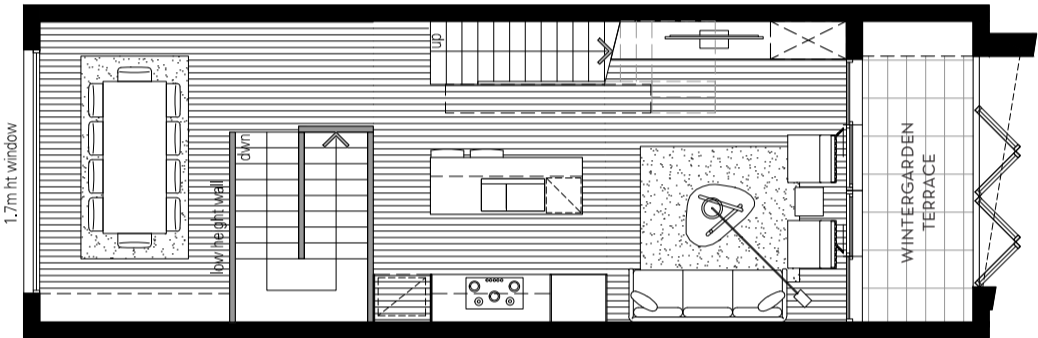
All images, views and diagrams are indicative or artists' impressions only. Dimensions, areas, fittings, specifications, landscape and paved areas are indicative and subject to change without notice.

Residence 03

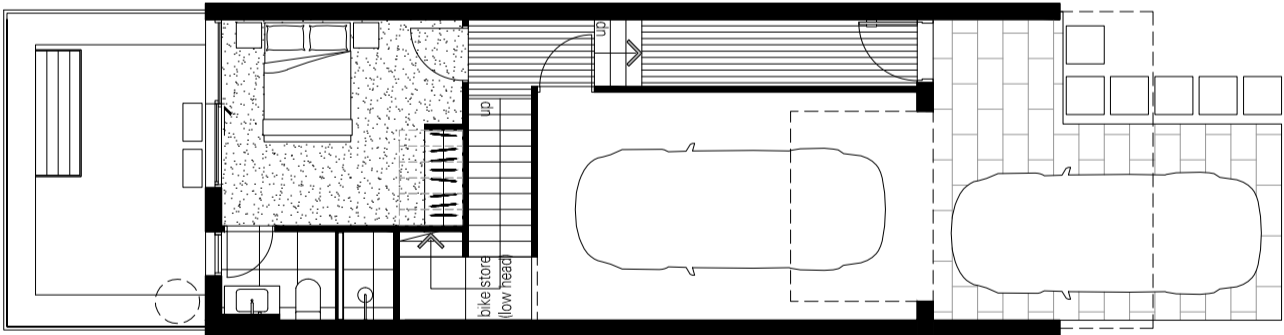
TYPE A (3 BEDROOM, 3 BATHROOM & STUDY)



Second Floor



First Floor

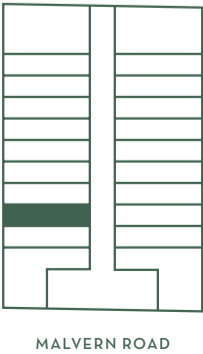


Ground Floor



RESIDENCE 03

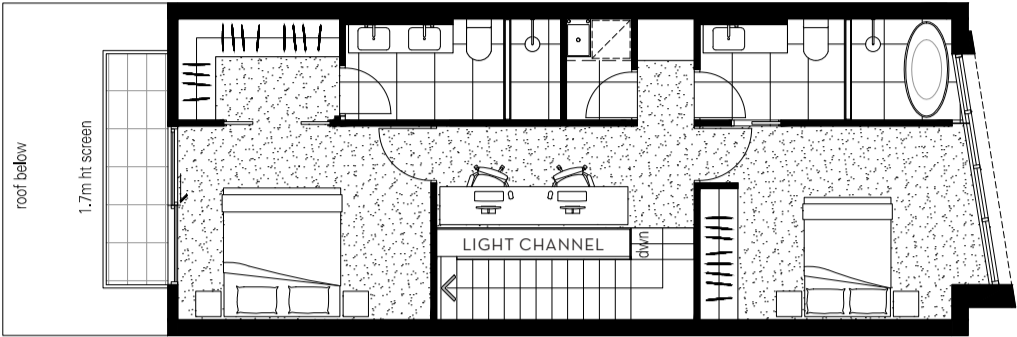
Ground Floor			Second Floor		
Interior	31.3m ²		Interior	63m ²	
Garage		26m ²	Terrace		3.8m ²
Yard		15.8m ²			
First Floor			Total Liveable Area	160.3m ²	55.5m ²
Interior	66m ²				
Terrace		9.9m ²	Total Land Area		100.8m ²



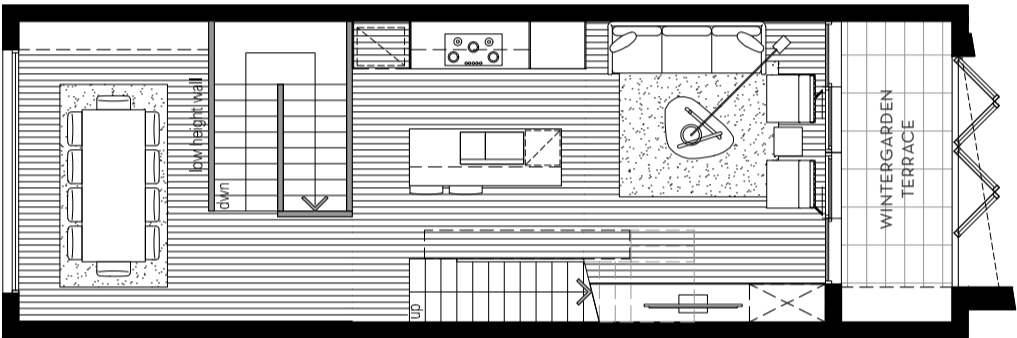
All images, views and diagrams are indicative or artists' impressions only. Dimensions, areas, fittings, specifications, landscape and paved areas are indicative and subject to change without notice.

Residence 04

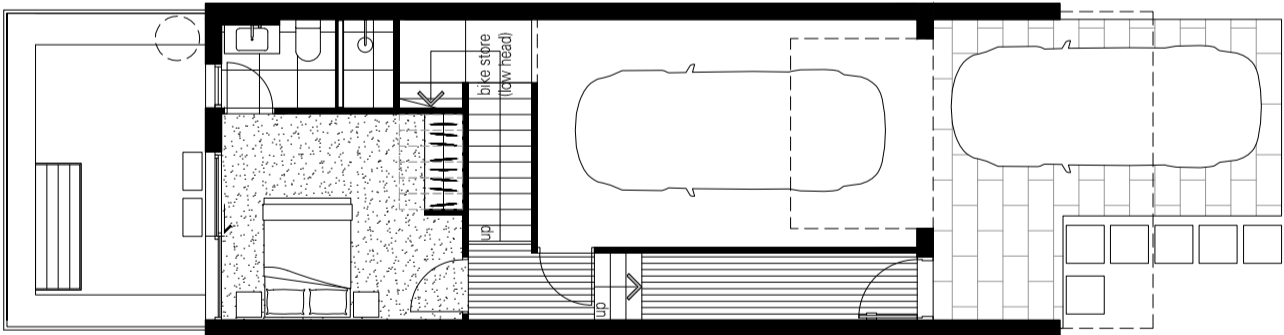
TYPE A (3 BEDROOM, 3 BATHROOM & STUDY)



Second Floor



First Floor

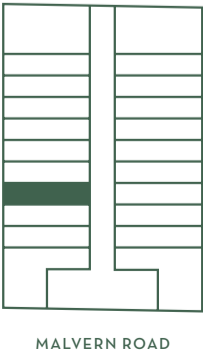


Ground Floor



RESIDENCE 04

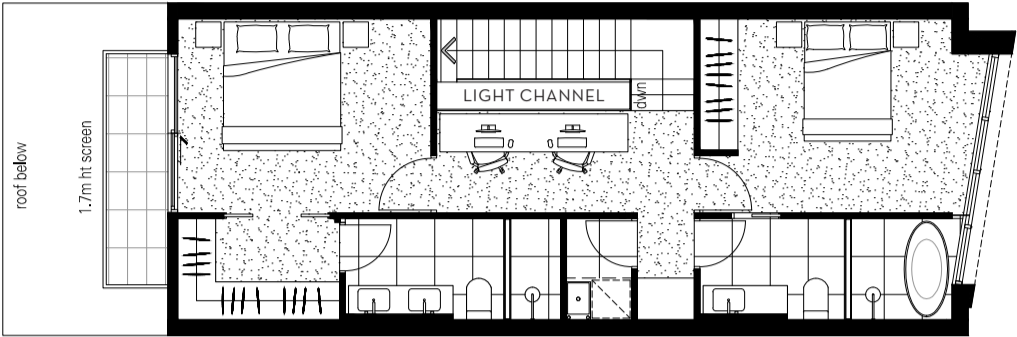
Ground Floor			Second Floor		
Interior	31.3m ²		Interior	63m ²	
Garage		26m ²	Terrace		3.8m ²
Yard		15.8m ²			
First Floor			Total Liveable Area	160.3m ²	55.5m ²
Interior	66m ²				
Terrace		9.9m ²	Total Land Area		100.8m ²



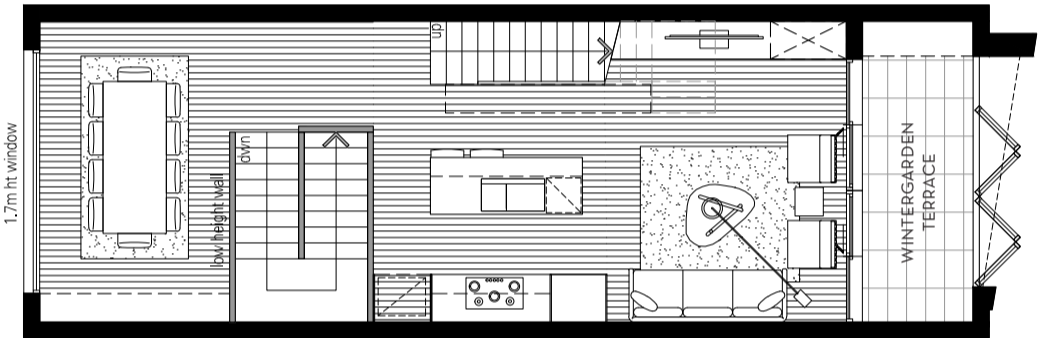
All images, views and diagrams are indicative or artists' impressions only. Dimensions, areas, fittings, specifications, landscape and paved areas are indicative and subject to change without notice.

Residence 05

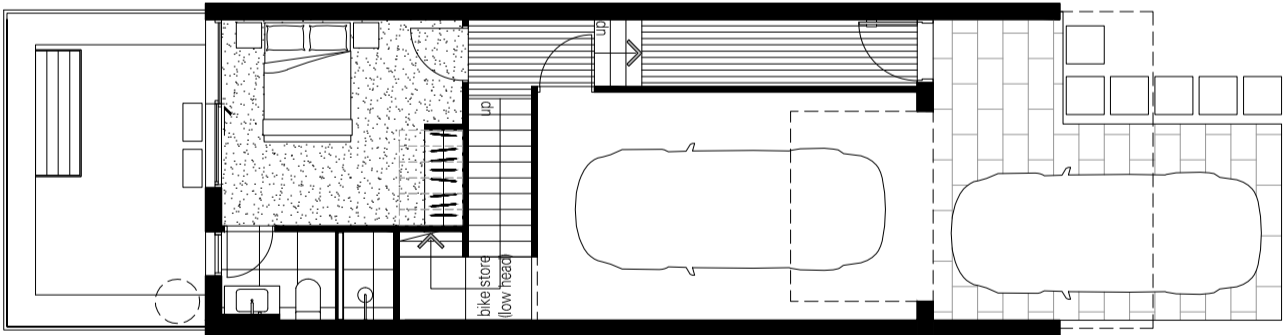
TYPE A (3 BEDROOM, 3 BATHROOM & STUDY)



Second Floor



First Floor

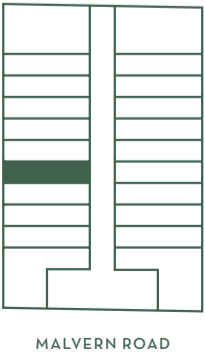


Ground Floor



RESIDENCE 05

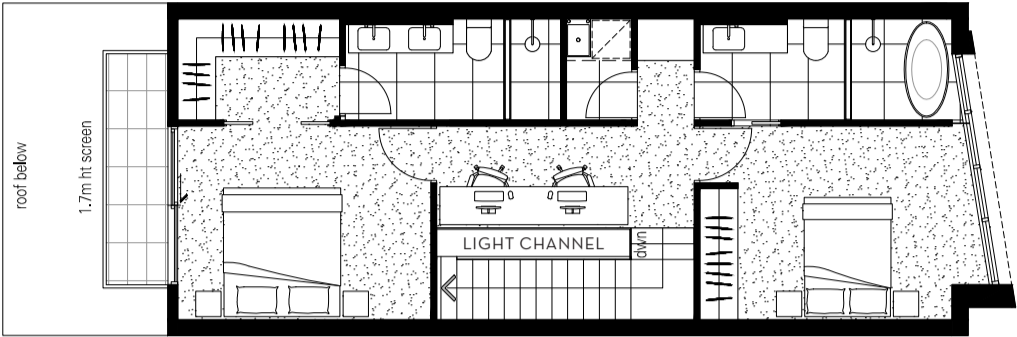
Ground Floor			Second Floor		
Interior	31.3m ²		Interior	63m ²	
Garage		26m ²	Terrace		3.8m ²
Yard		15.8m ²			
First Floor			Total Liveable Area	160.3m ²	55.5m ²
Interior	66m ²				
Terrace		9.9m ²	Total Land Area		100.8m ²



All images, views and diagrams are indicative or artists' impressions only. Dimensions, areas, fittings, specifications, landscape and paved areas are indicative and subject to change without notice.

Residence 06

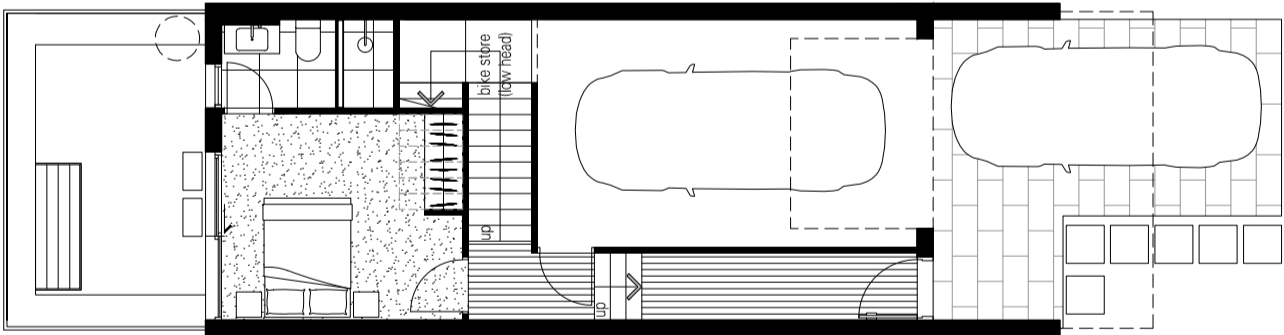
TYPE A (3 BEDROOM, 3 BATHROOM & STUDY)



Second Floor



First Floor

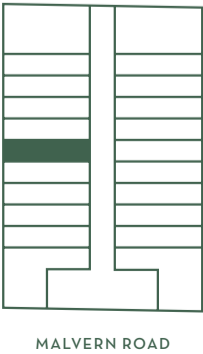


Ground Floor



RESIDENCE 06

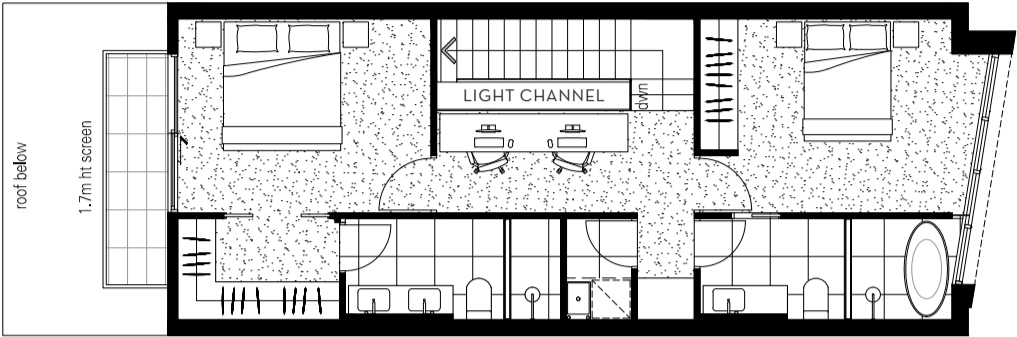
Ground Floor			Second Floor		
Interior	31.3m ²		Interior	63m ²	
Garage		26m ²	Terrace		3.8m ²
Yard		15.8m ²			
First Floor			Total Liveable Area	160.3m ²	55.5m ²
Interior	66m ²				
Terrace		9.9m ²	Total Land Area		100.8m ²



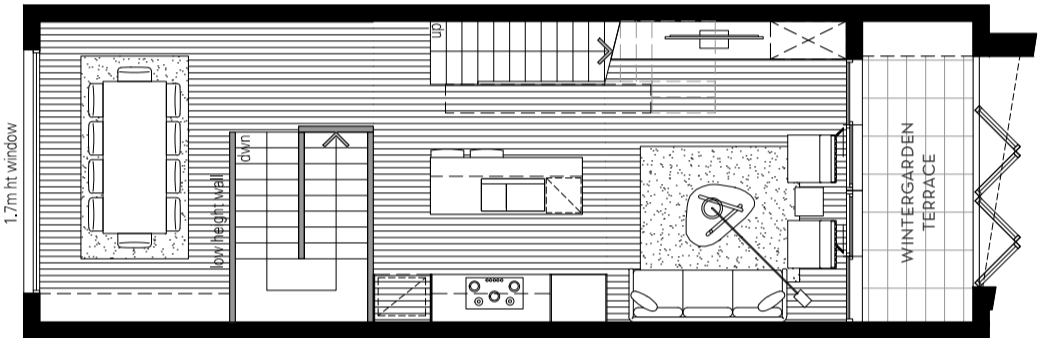
All images, views and diagrams are indicative or artists' impressions only. Dimensions, areas, fittings, specifications, landscape and paved areas are indicative and subject to change without notice.

Residence 07

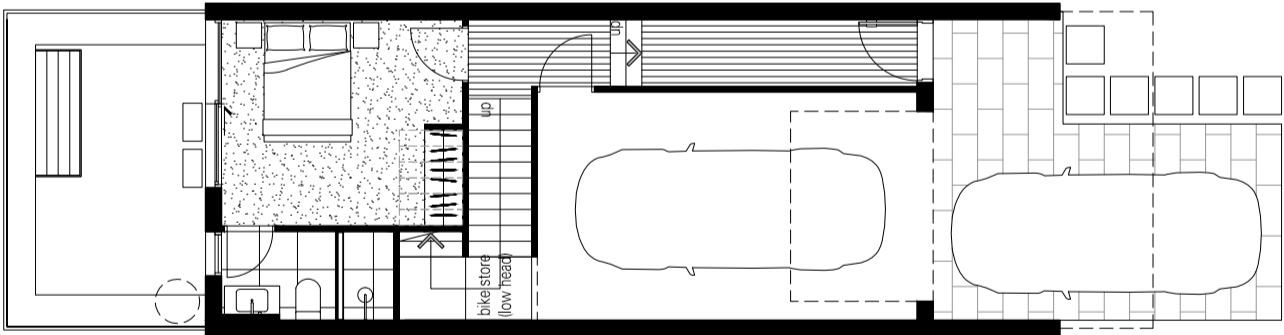
TYPE A (3 BEDROOM, 3 BATHROOM & STUDY)



Second Floor



First Floor

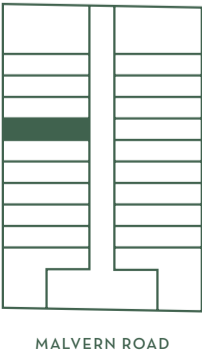


Ground Floor



RESIDENCE 07

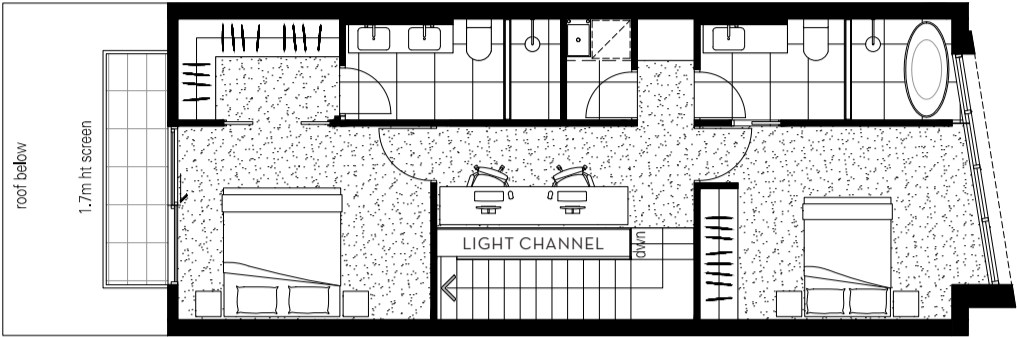
Ground Floor			Second Floor		
Interior	31.3m ²		Interior	63m ²	
Garage		26m ²	Terrace		3.8m ²
Yard		15.8m ²			
First Floor			Total Liveable Area	160.3m ²	55.5m ²
Interior	66m ²				
Terrace		9.9m ²	Total Land Area		100.8m ²



All images, views and diagrams are indicative or artists' impressions only. Dimensions, areas, fittings, specifications, landscape and paved areas are indicative and subject to change without notice.

Residence 08

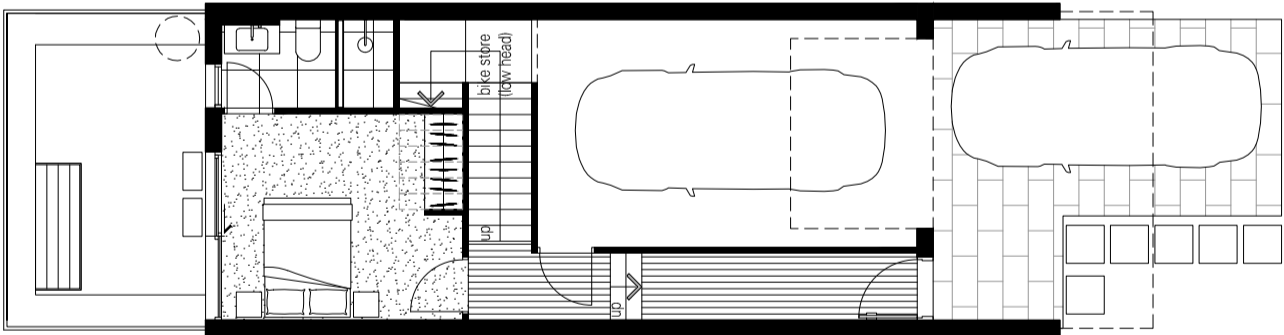
TYPE A (3 BEDROOM, 3 BATHROOM & STUDY)



Second Floor



First Floor

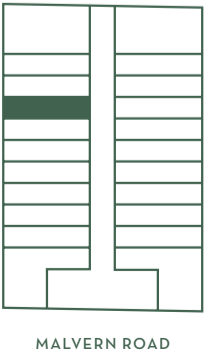


Ground Floor



RESIDENCE 08

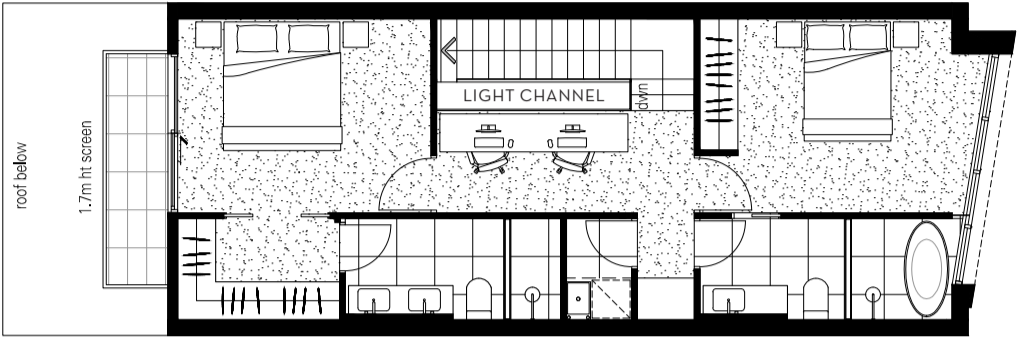
Ground Floor			Second Floor		
Interior	31.3m ²		Interior	63m ²	
Garage		26m ²	Terrace		3.8m ²
Yard		15.8m ²			
First Floor			Total Liveable Area	160.3m ²	55.5m ²
Interior	66m ²				
Terrace		9.9m ²	Total Land Area		100.8m ²



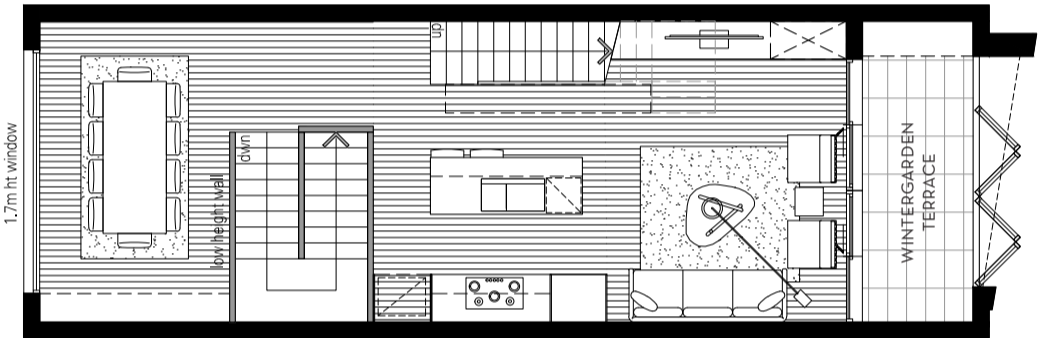
All images, views and diagrams are indicative or artists' impressions only. Dimensions, areas, fittings, specifications, landscape and paved areas are indicative and subject to change without notice.

Residence 09

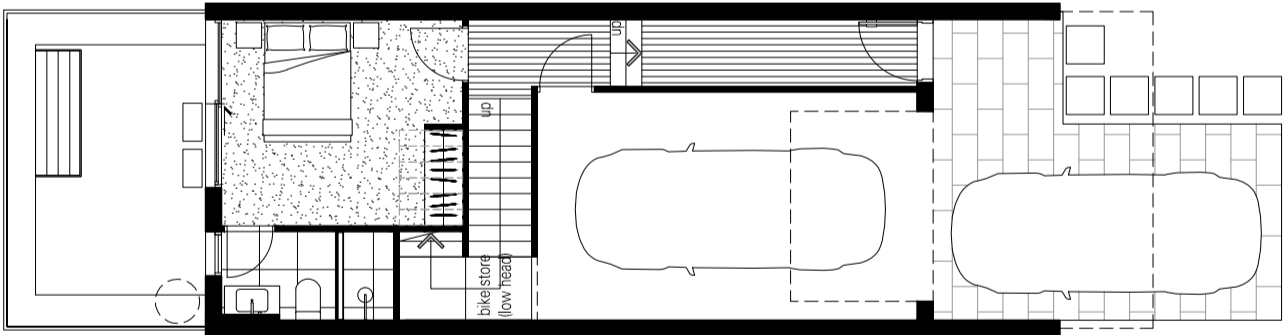
TYPE A (3 BEDROOM, 3 BATHROOM & STUDY)



Second Floor



First Floor

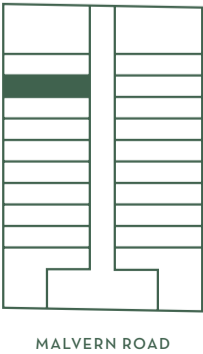


Ground Floor



RESIDENCE 09

Ground Floor			Second Floor		
Interior	31.3m ²		Interior	63m ²	
Garage		26m ²	Terrace		3.8m ²
Yard		15.8m ²			
First Floor			Total Liveable Area	160.3m ²	55.5m ²
Interior	66m ²				
Terrace		9.9m ²	Total Land Area	100.8m ²	



All images, views and diagrams are indicative or artists' impressions only. Dimensions, areas, fittings, specifications, landscape and paved areas are indicative and subject to change without notice.

Residence 10

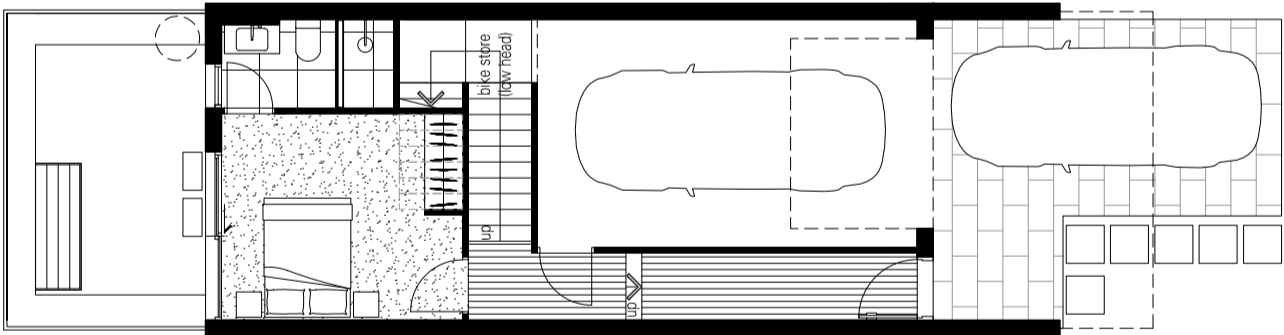
TYPE A (3 BEDROOM, 3 BATHROOM & STUDY)



Second Floor



First Floor

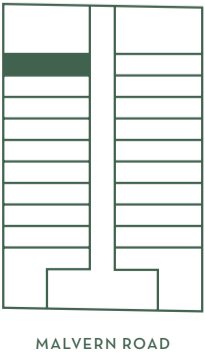


Ground Floor



RESIDENCE 10

Ground Floor			Second Floor		
Interior	31.3m ²		Interior	63m ²	
Garage		26m ²	Terrace		3.8m ²
Yard		15.8m ²			
First Floor			Total Liveable Area	160.3m ²	55.5m ²
Interior	66m ²				
Terrace		9.9m ²	Total Land Area		100.4m ²

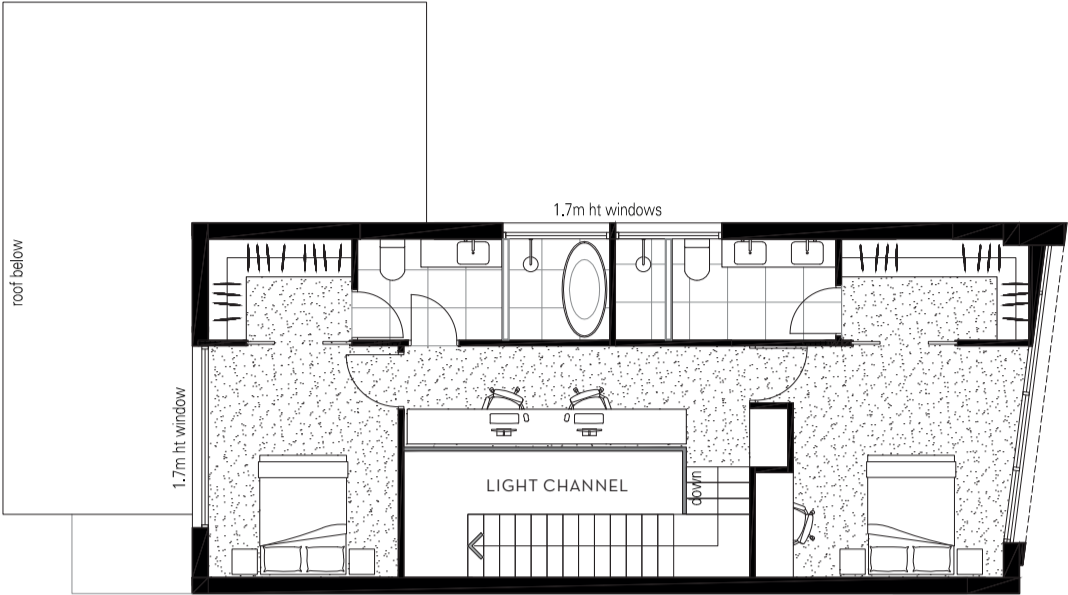


All images, views and diagrams are indicative or artists' impressions only. Dimensions, areas, fittings, specifications, landscape and paved areas are indicative and subject to change without notice.

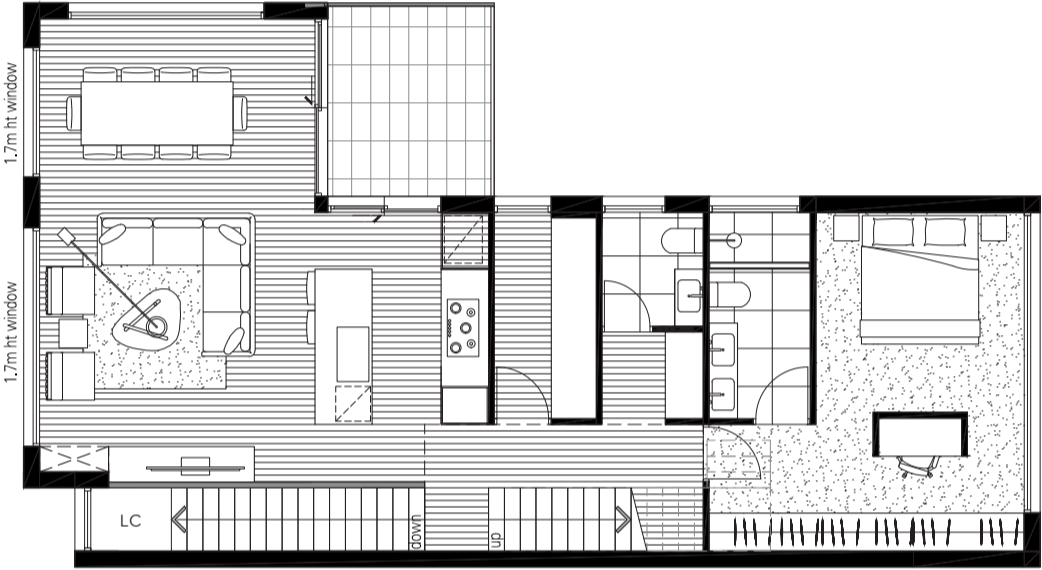
Residence 11

TYPE B (4 BEDROOM, 4.5 BATHROOM & STUDY)

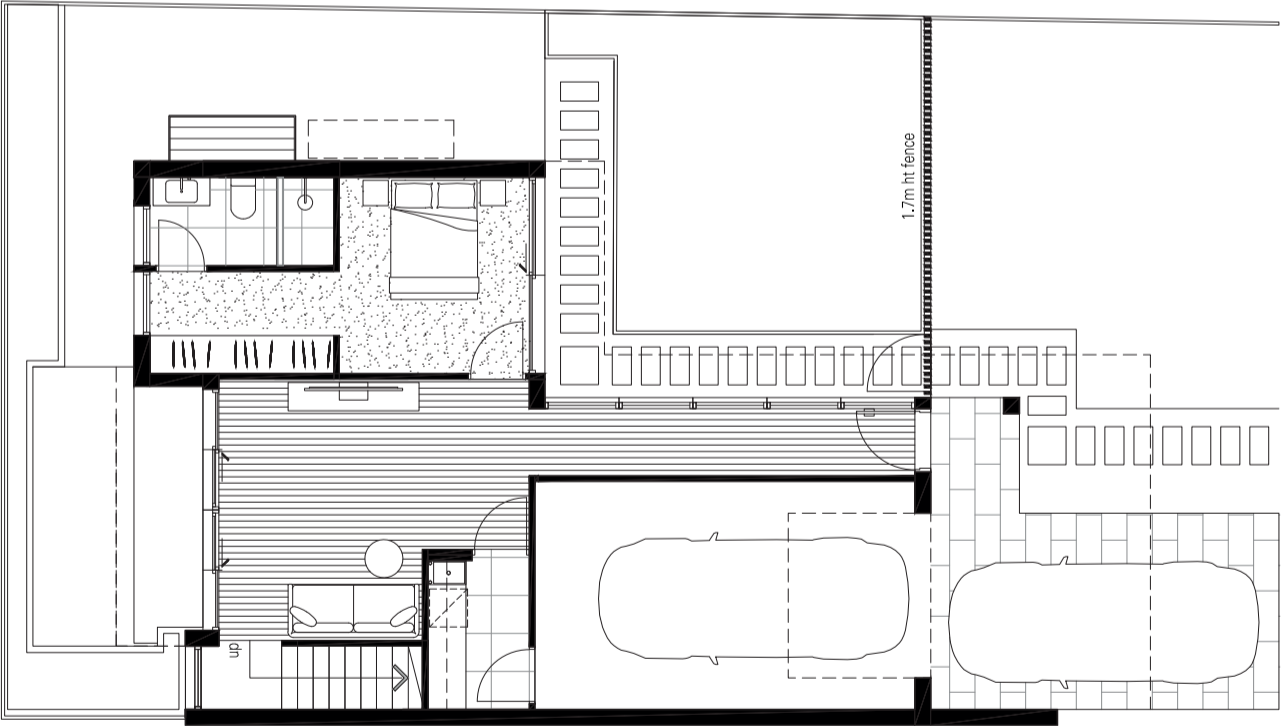
Second Floor



First Floor

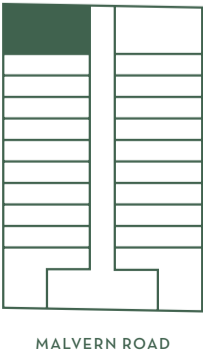


Ground Floor



RESIDENCE 11

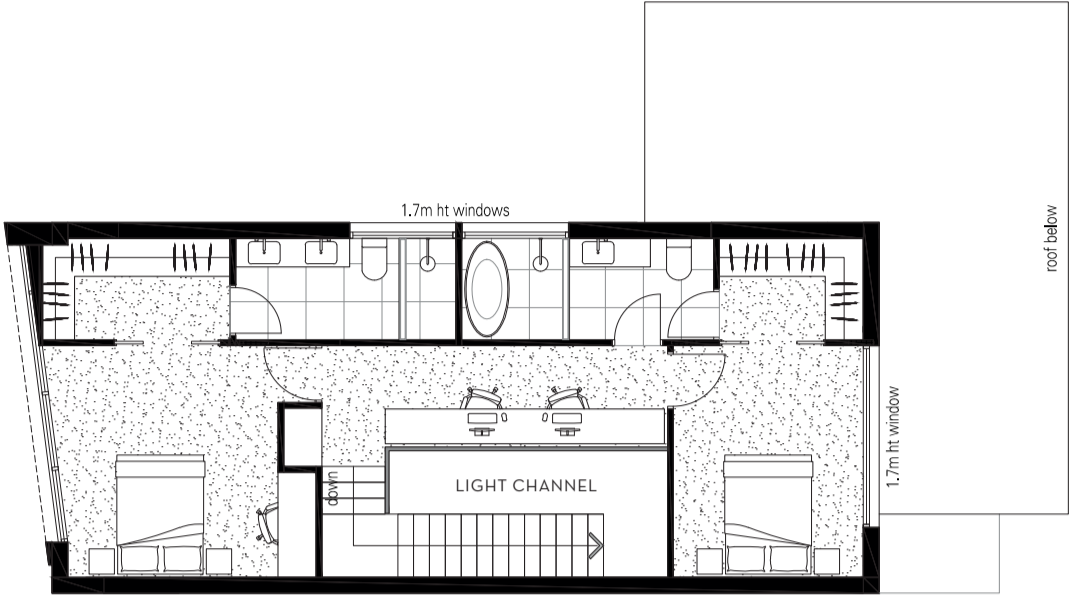
Ground Floor			Second Floor		
Interior	58.9m ²		Interior	71.1m ²	
Garage		23.1m ²	Terrace		—
Yard		81.6m ²			
First Floor			Total Liveable Area	234.4m ²	113.1m ²
Interior	104.4m ²				
Terrace		8.4m ²	Total Land Area	224.5m ²	



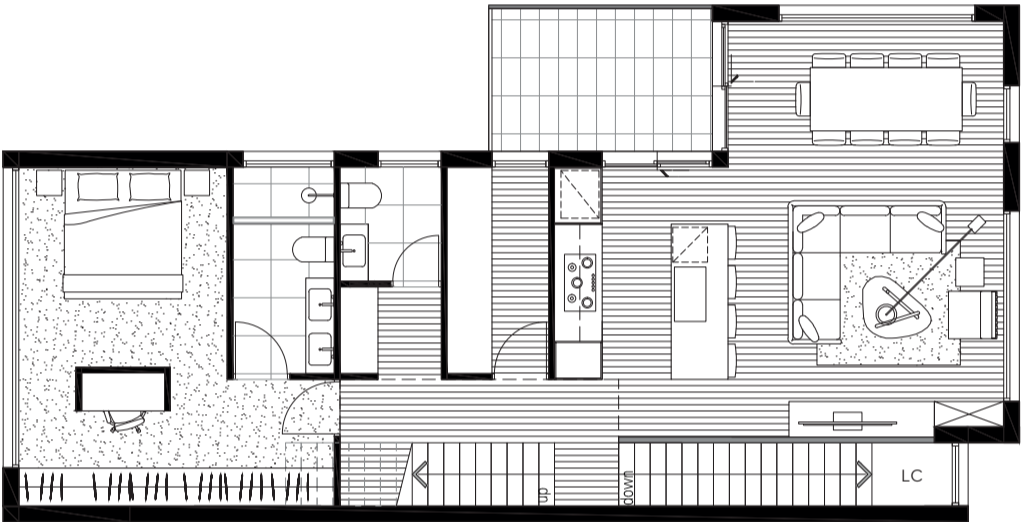
All images, views and diagrams are indicative or artists' impressions only. Dimensions, areas, fittings, specifications, landscape and paved areas are indicative and subject to change without notice.

Residence 12

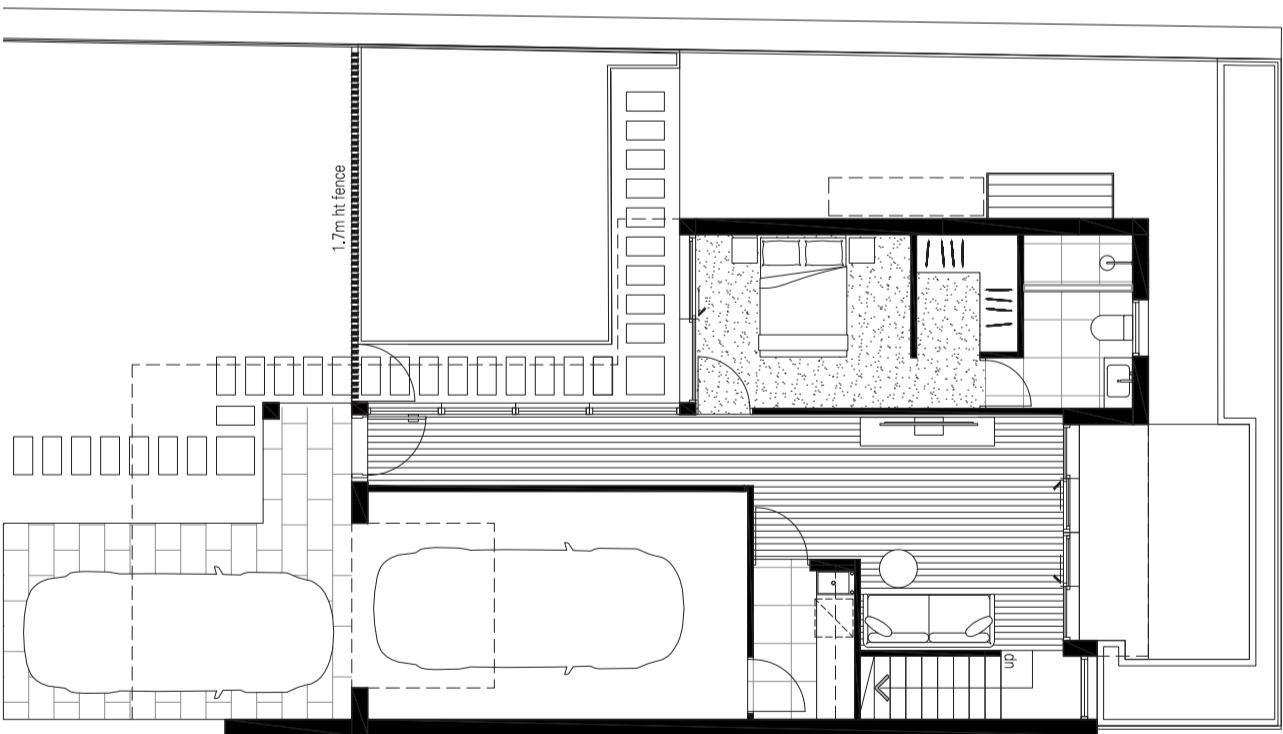
TYPE B (4 BEDROOM, 4.5 BATHROOM & STUDY)



Second Floor



First Floor

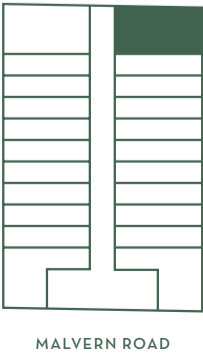


Ground Floor



RESIDENCE 12

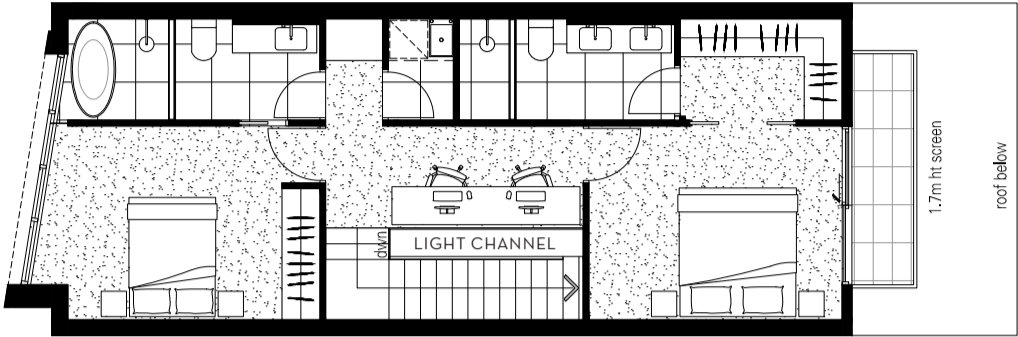
Ground Floor			Second Floor		
Interior	57.2m ²		Interior	71.8m ²	
Garage		23.1m ²	Terrace		—
Yard		75.8m ²			
First Floor			Total Liveable Area	230.4m ²	107.3m ²
Interior	101.4m ²		Total Land Area		216.4m ²
Terrace		8.4m ²			



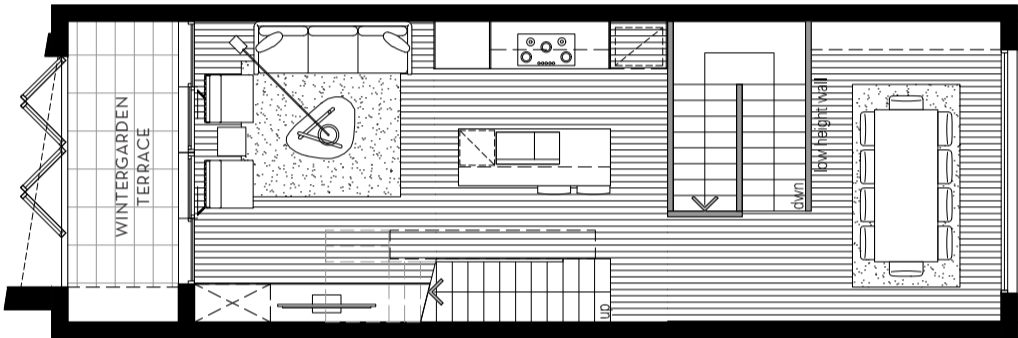
All images, views and diagrams are indicative or artists' impressions only. Dimensions, areas, fittings, specifications, landscape and paved areas are indicative and subject to change without notice.

Residence 13

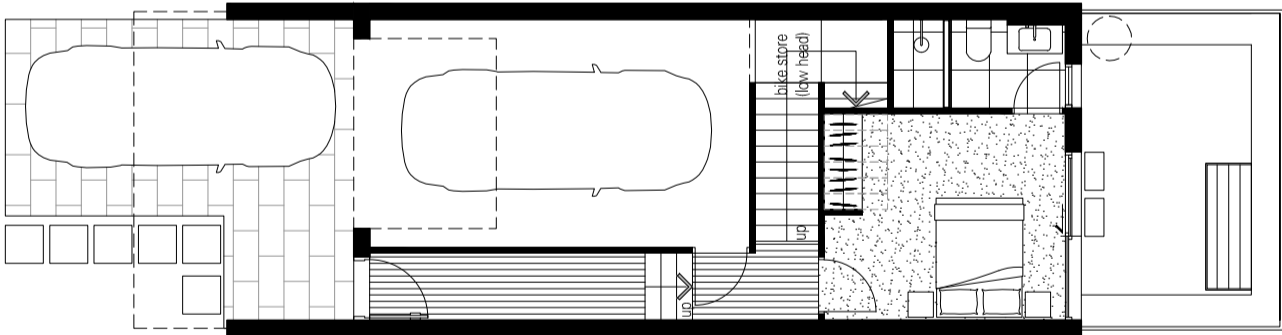
TYPE A (3 BEDROOM, 3 BATHROOM & STUDY)



Second Floor



First Floor

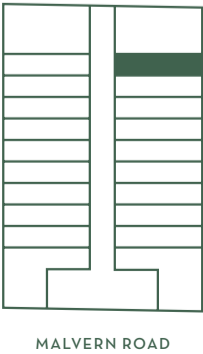


Ground Floor



RESIDENCE 13

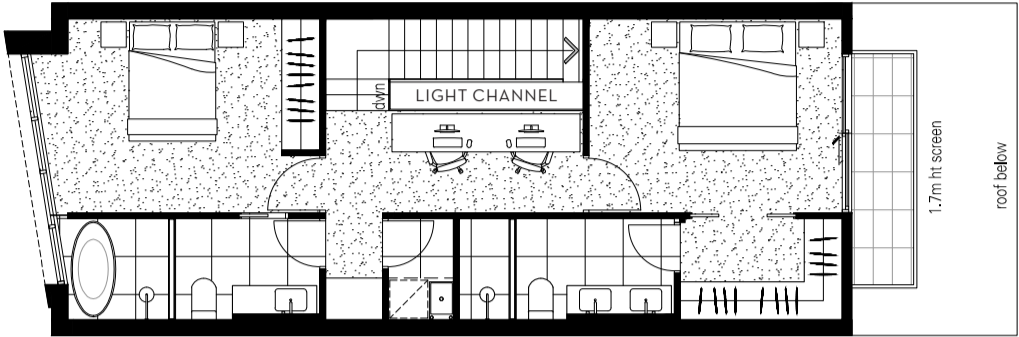
Ground Floor			Second Floor		
Interior	31.3m ²		Interior	63m ²	
Garage		26m ²	Terrace		3.8m ²
Yard		15.9m ²			
First Floor			Total Liveable Area	160.3m ²	55.6m ²
Interior	66m ²				
Terrace		9.9m ²	Total Land Area		100.6m ²



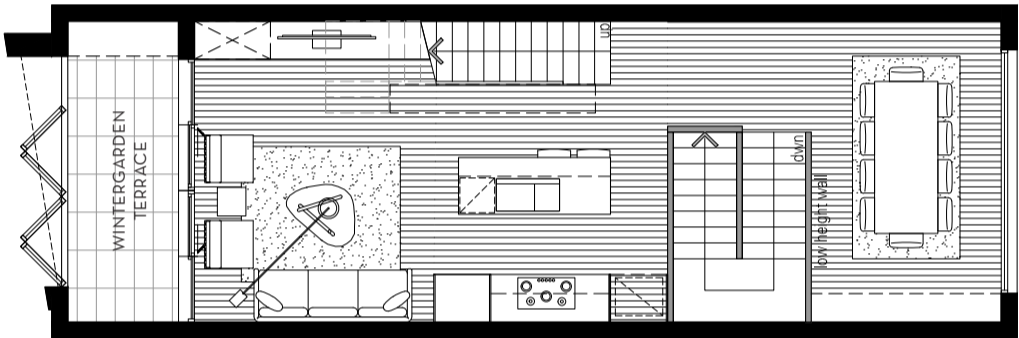
All images, views and diagrams are indicative or artists' impressions only. Dimensions, areas, fittings, specifications, landscape and paved areas are indicative and subject to change without notice.

Residence 14

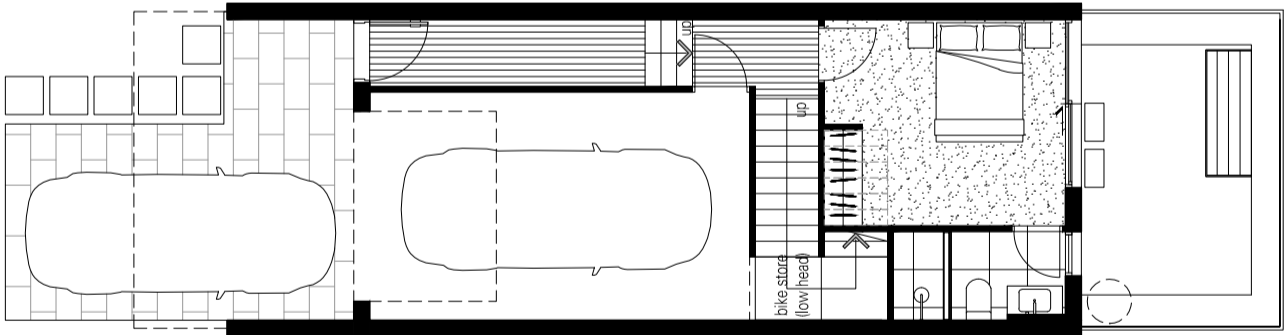
TYPE A (3 BEDROOM, 3 BATHROOM & STUDY)



Second Floor



First Floor

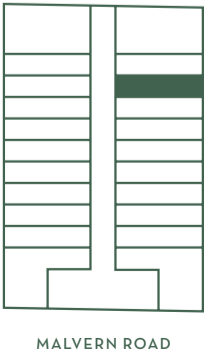


Ground Floor



RESIDENCE 14

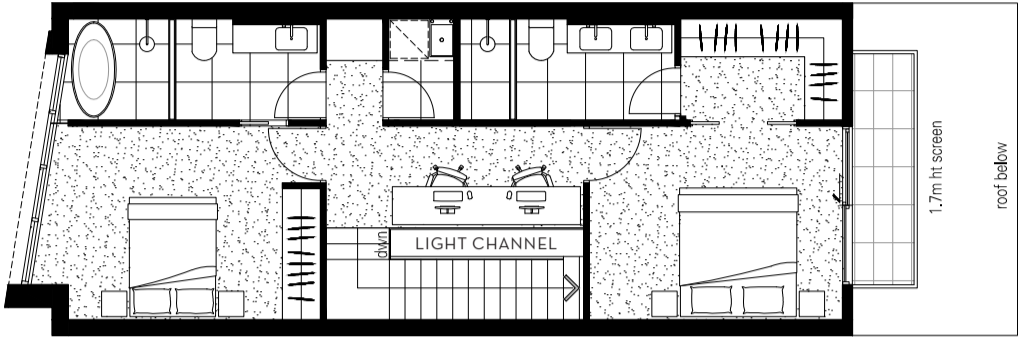
Ground Floor			Second Floor		
Interior	31.3m ²		Interior	63m ²	
Garage		26m ²	Terrace		3.8m ²
Yard		16 m ²			
First Floor			Total Liveable Area	160.3m ²	55.7m ²
Interior	66m ²				
Terrace		9.9m ²	Total Land Area		100.8m ²



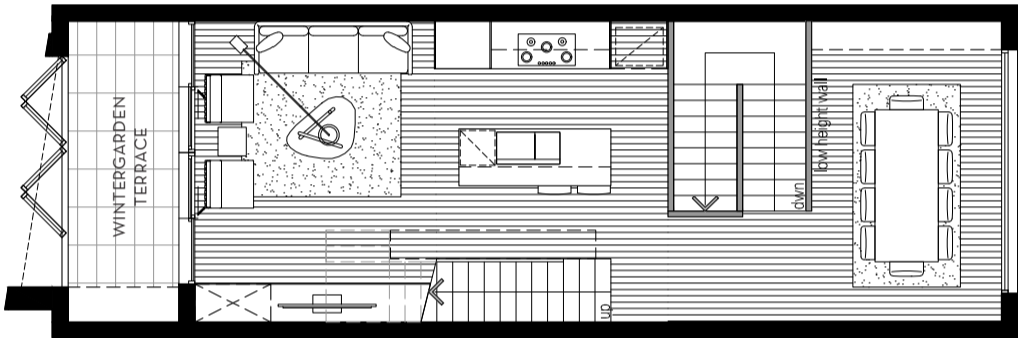
All images, views and diagrams are indicative or artists' impressions only. Dimensions, areas, fittings, specifications, landscape and paved areas are indicative and subject to change without notice.

Residence 15

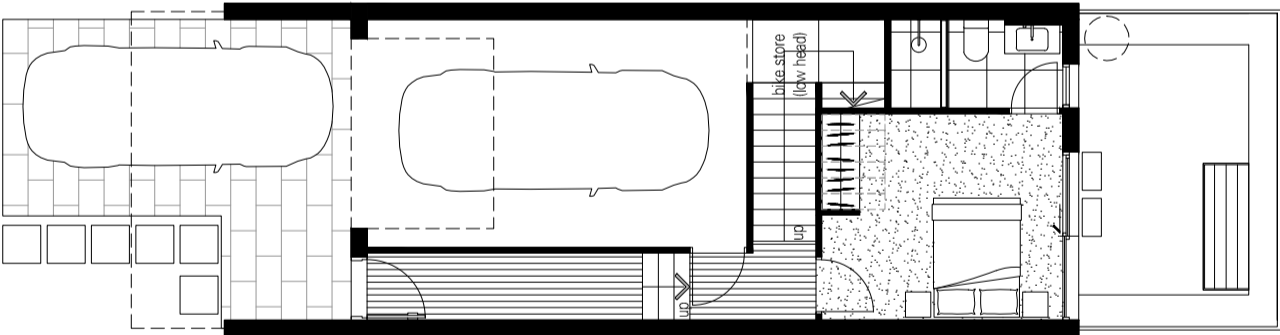
TYPE A (3 BEDROOM, 3 BATHROOM & STUDY)



Second Floor



First Floor

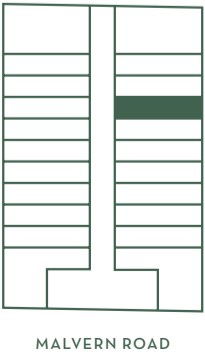


Ground Floor



RESIDENCE 15

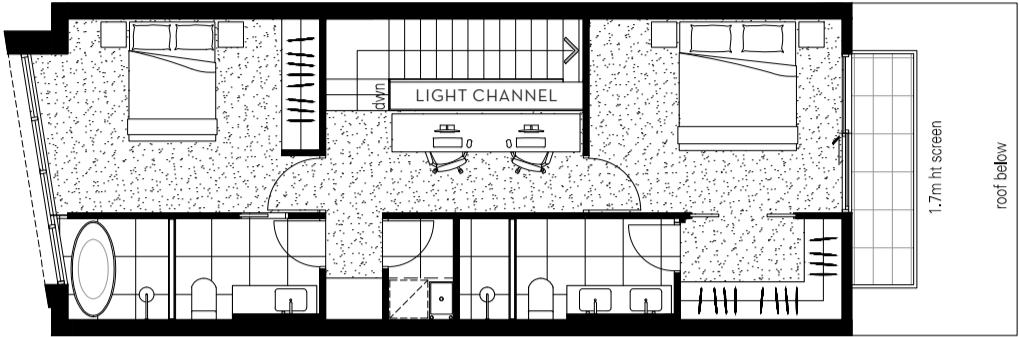
Ground Floor			Second Floor		
Interior	31.3m ²		Interior	63m ²	
Garage		26m ²	Terrace		3.8m ²
Yard		16m ²			
First Floor			Total Liveable Area	160.3m ²	55.7m ²
Interior	66m ²				
Terrace		9.9m ²	Total Land Area		100.8m ²



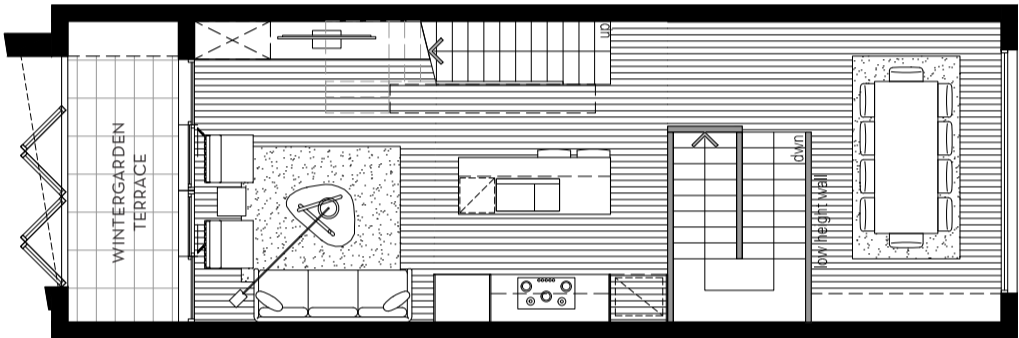
All images, views and diagrams are indicative or artists' impressions only. Dimensions, areas, fittings, specifications, landscape and paved areas are indicative and subject to change without notice.

Residence 16

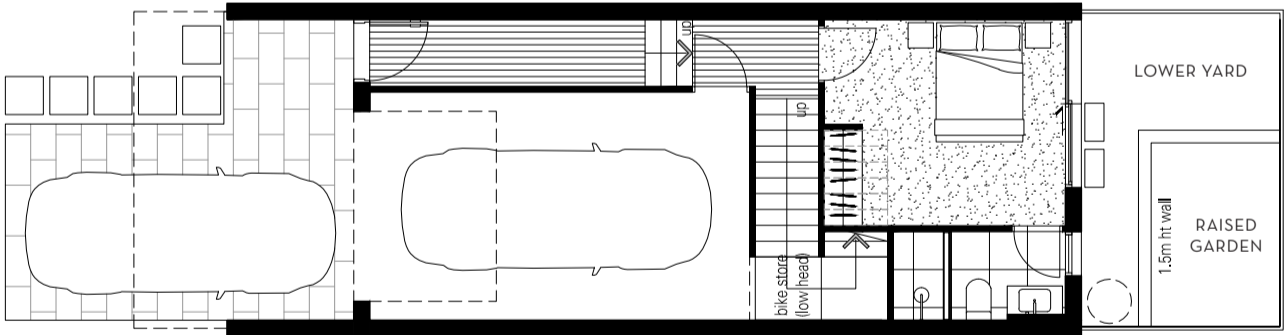
TYPE A (3 BEDROOM, 3 BATHROOM & STUDY)



Second Floor



First Floor

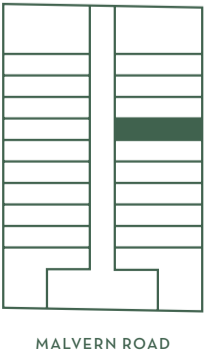


Ground Floor



RESIDENCE 16

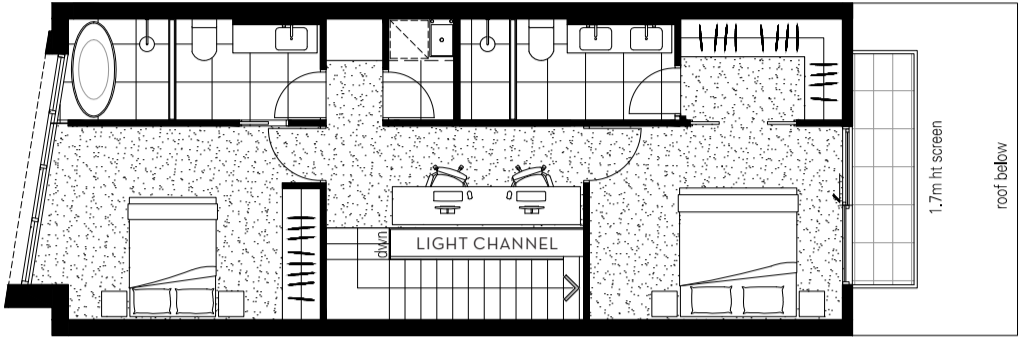
Ground Floor			Second Floor		
Interior	31.3m ²		Interior	63m ²	
Garage		26m ²	Terrace		3.8m ²
Yard		16m ²			
First Floor			Total Liveable Area	160.3m ²	55.7m ²
Interior	66m ²				
Terrace		9.9m ²	Total Land Area		100.8m ²



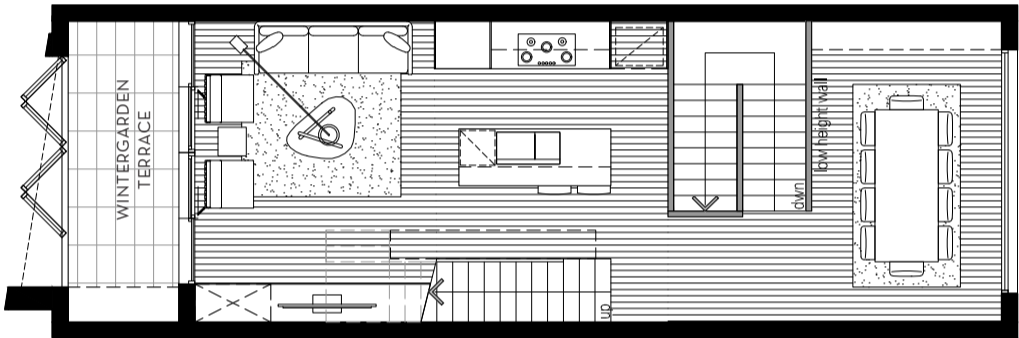
All images, views and diagrams are indicative or artists' impressions only. Dimensions, areas, fittings, specifications, landscape and paved areas are indicative and subject to change without notice.

Residence 17

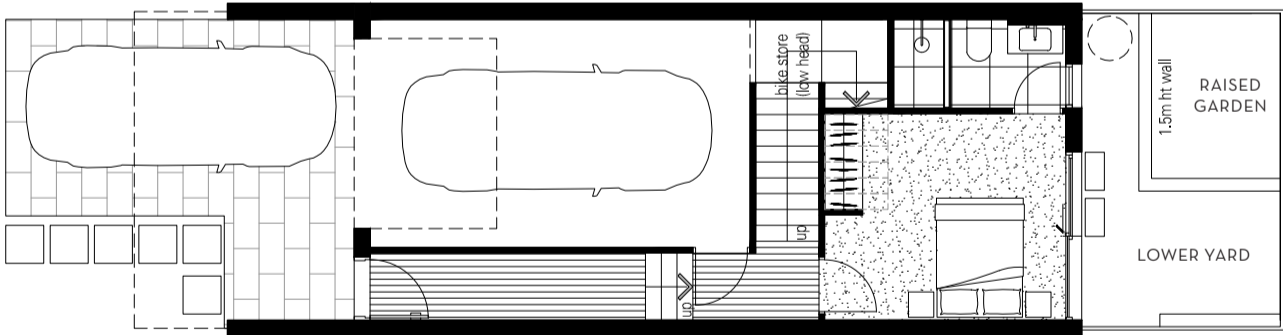
TYPE A (3 BEDROOM, 3 BATHROOM & STUDY)



Second Floor



First Floor

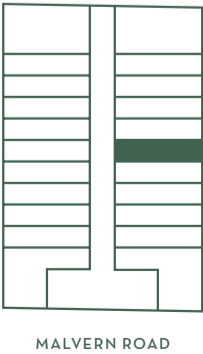


Ground Floor



RESIDENCE 17

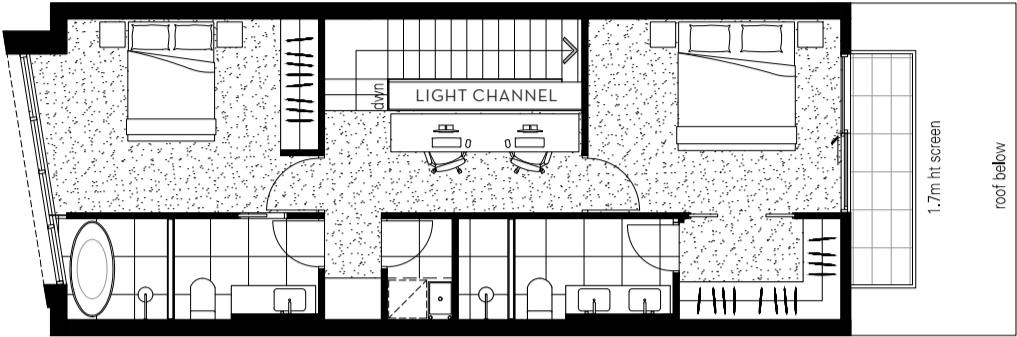
Ground Floor			Second Floor		
Interior	31.3m ²		Interior	63m ²	
Garage		26m ²	Terrace		3.8m ²
Yard		16m ²			
First Floor			Total Liveable Area	160.3m ²	55.7m ²
Interior	66m ²				
Terrace		9.9m ²	Total Land Area		100.8m ²



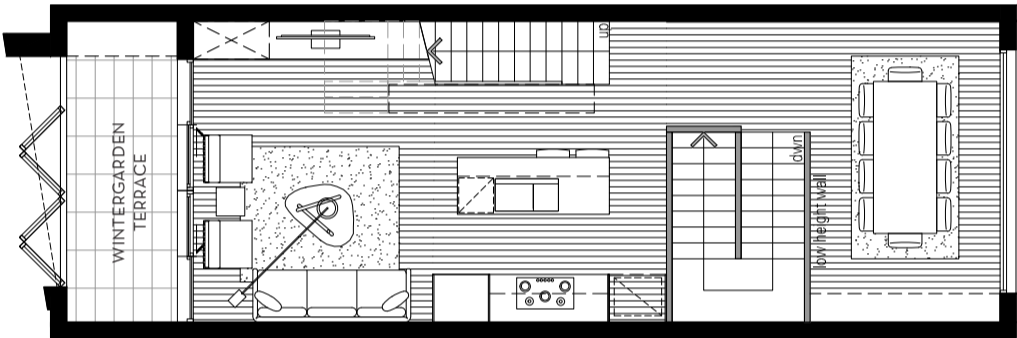
All images, views and diagrams are indicative or artists' impressions only. Dimensions, areas, fittings, specifications, landscape and paved areas are indicative and subject to change without notice.

Residence 18

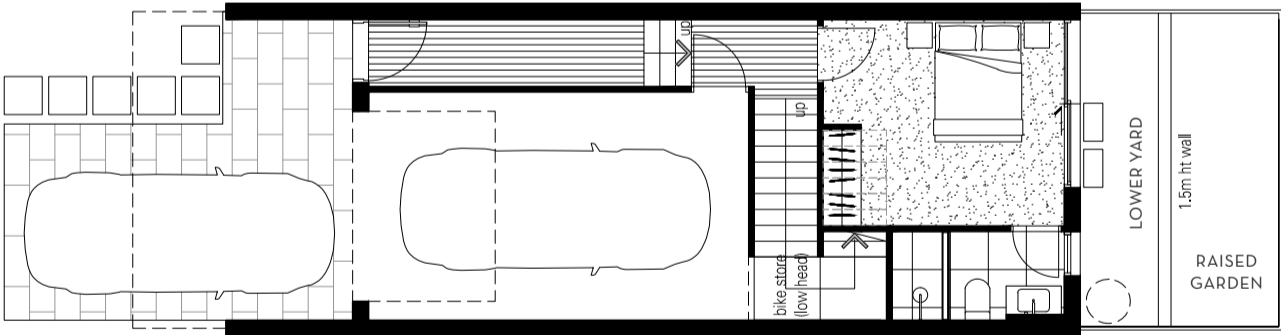
TYPE A (3 BEDROOM, 3 BATHROOM & STUDY)



Second Floor



First Floor

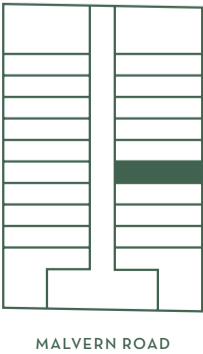


Ground Floor



RESIDENCE 18

Ground Floor			Second Floor		
Interior	31.3m ²		Interior	63m ²	
Garage		26m ²	Terrace		3.8m ²
Yard		16m ²			
First Floor			Total Liveable Area	160.3m ²	55.7m ²
Interior	66m ²				
Terrace		9.9m ²	Total Land Area		100.8m ²

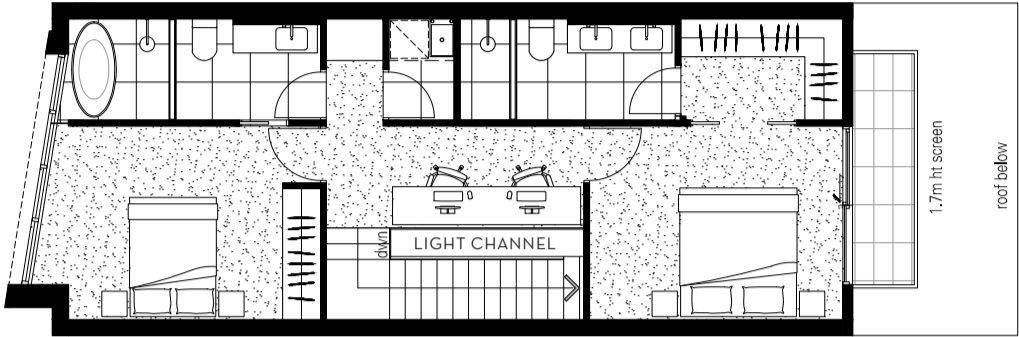


MALVERN ROAD

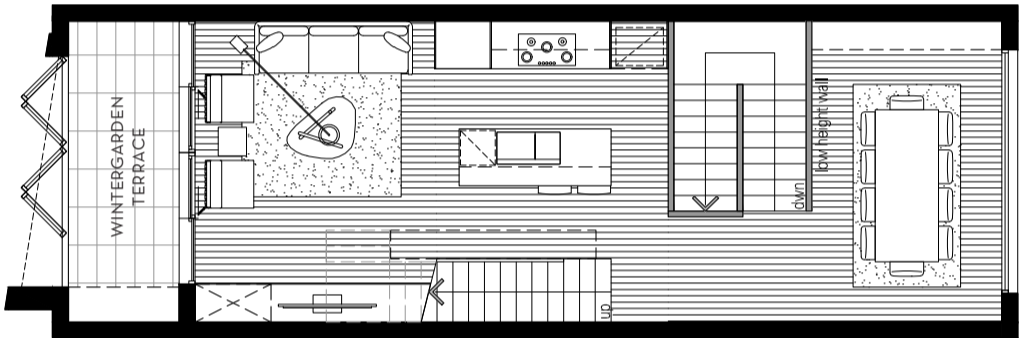
All images, views and diagrams are indicative or artists' impressions only. Dimensions, areas, fittings, specifications, landscape and paved areas are indicative and subject to change without notice.

Residence 19

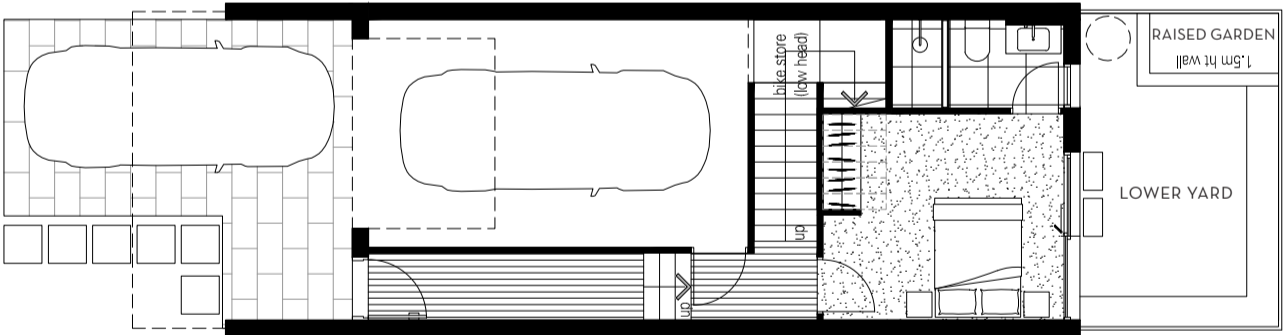
TYPE A (3 BEDROOM, 3 BATHROOM & STUDY)



Second Floor



First Floor

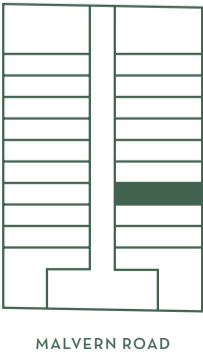


Ground Floor



RESIDENCE 19

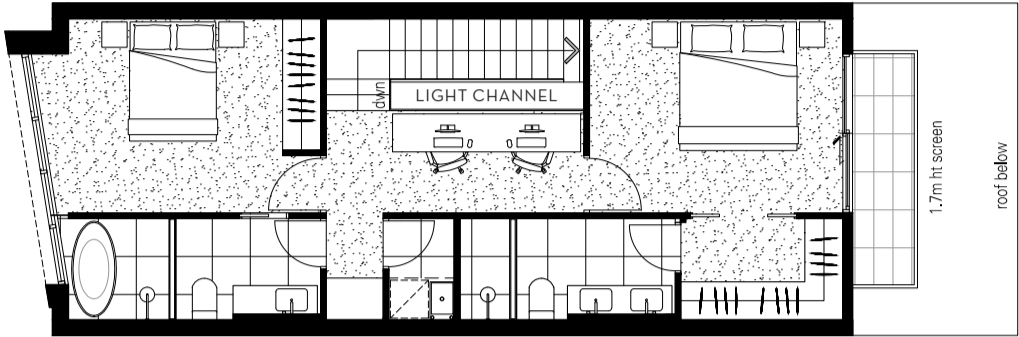
Ground Floor			Second Floor		
Interior	31.3m ²		Interior	63m ²	
Garage		26m ²	Terrace		3.8m ²
Yard		16m ²			
First Floor			Total Liveable Area	160.3m ²	55.7m ²
Interior	66m ²				
Terrace		9.9m ²	Total Land Area		100.8m ²



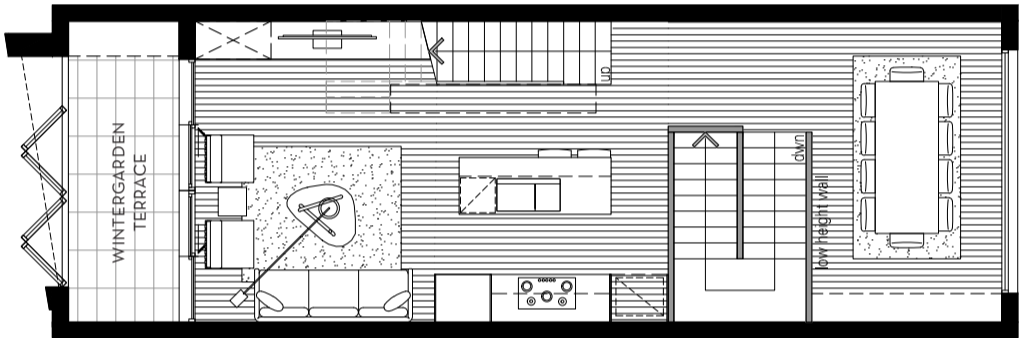
All images, views and diagrams are indicative or artists' impressions only. Dimensions, areas, fittings, specifications, landscape and paved areas are indicative and subject to change without notice.

Residence 20

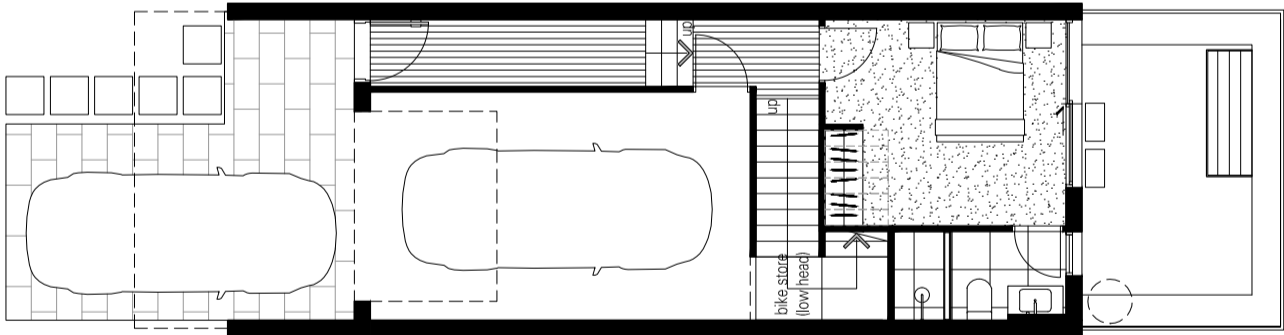
TYPE A (3 BEDROOM, 3 BATHROOM & STUDY)



Second Floor



First Floor

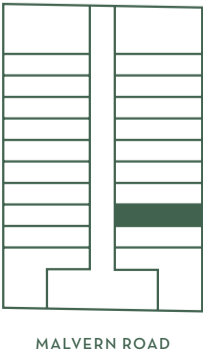


Ground Floor



RESIDENCE 20

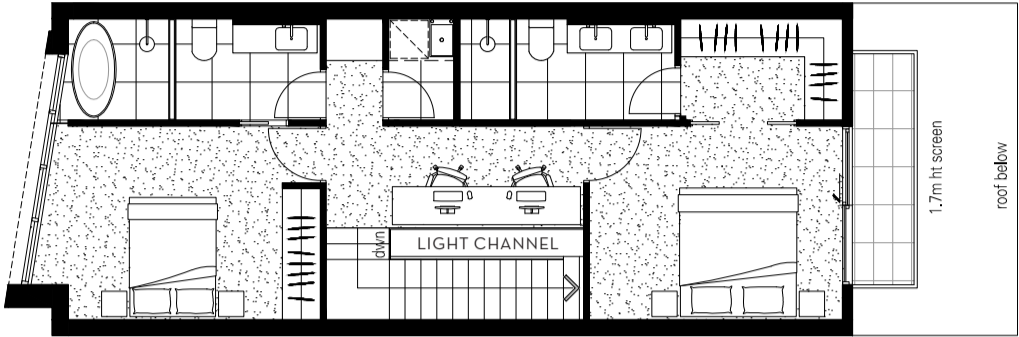
Ground Floor			Second Floor		
Interior	31.3m ²		Interior	63m ²	
Garage		26m ²	Terrace		3.8m ²
Yard		16m ²			
First Floor			Total Liveable Area	160.3m ²	55.7m ²
Interior	66m ²				
Terrace		9.9m ²	Total Land Area		100.8m ²



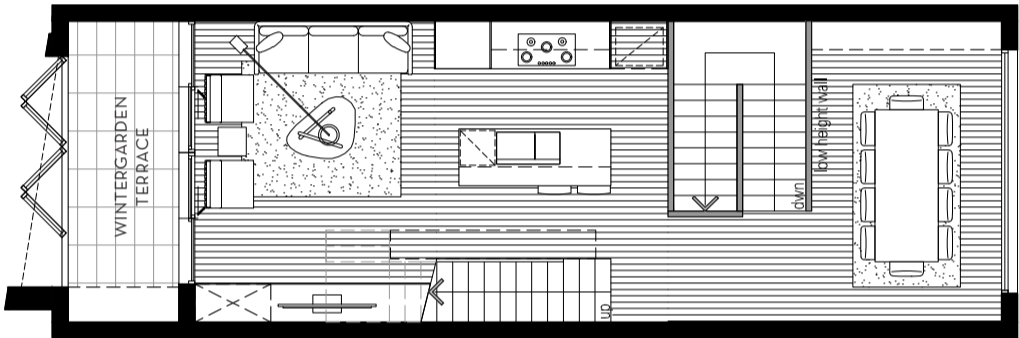
All images, views and diagrams are indicative or artists' impressions only. Dimensions, areas, fittings, specifications, landscape and paved areas are indicative and subject to change without notice.

Residence 21

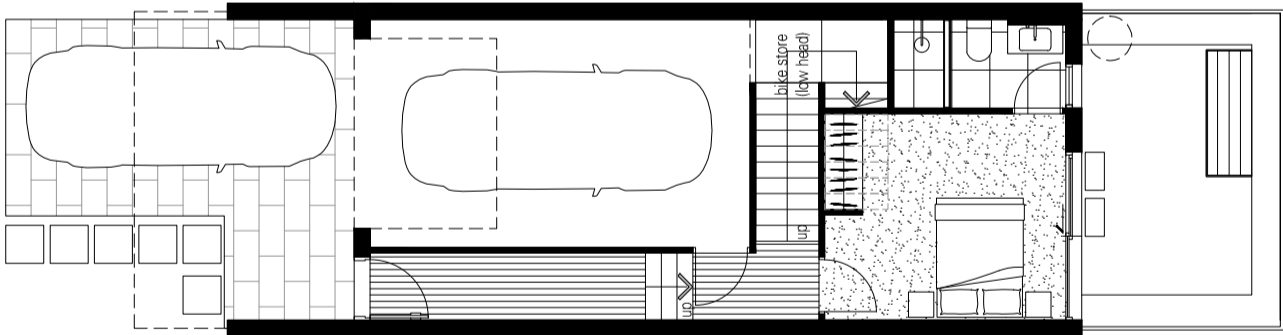
TYPE A (3 BEDROOM, 3 BATHROOM & STUDY)



Second Floor



First Floor

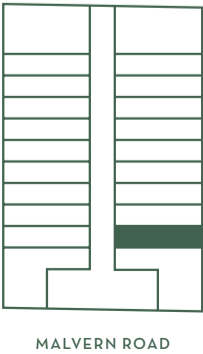


Ground Floor



RESIDENCE 21

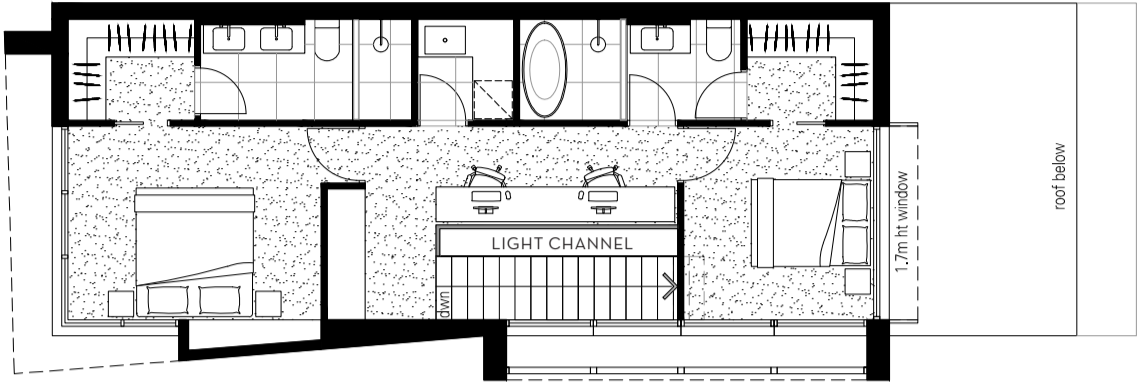
Ground Floor			Second Floor		
Interior	31.3m ²		Interior	63m ²	
Garage		26m ²	Terrace		3.8m ²
Yard		15.6m ²			
First Floor			Total Liveable Area	160.3m ²	55.3m ²
Interior	66m ²				
Terrace		9.9m ²	Total Land Area		100.8m ²



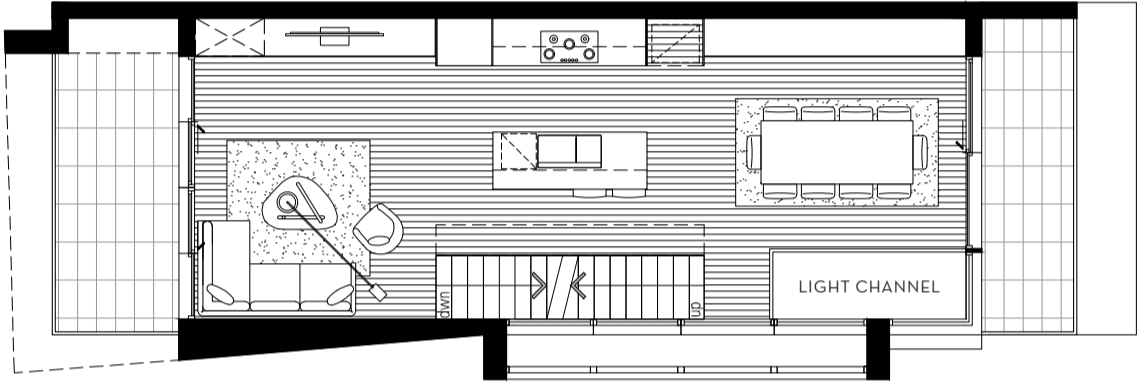
All images, views and diagrams are indicative or artists' impressions only. Dimensions, areas, fittings, specifications, landscape and paved areas are indicative and subject to change without notice.

Residence 22

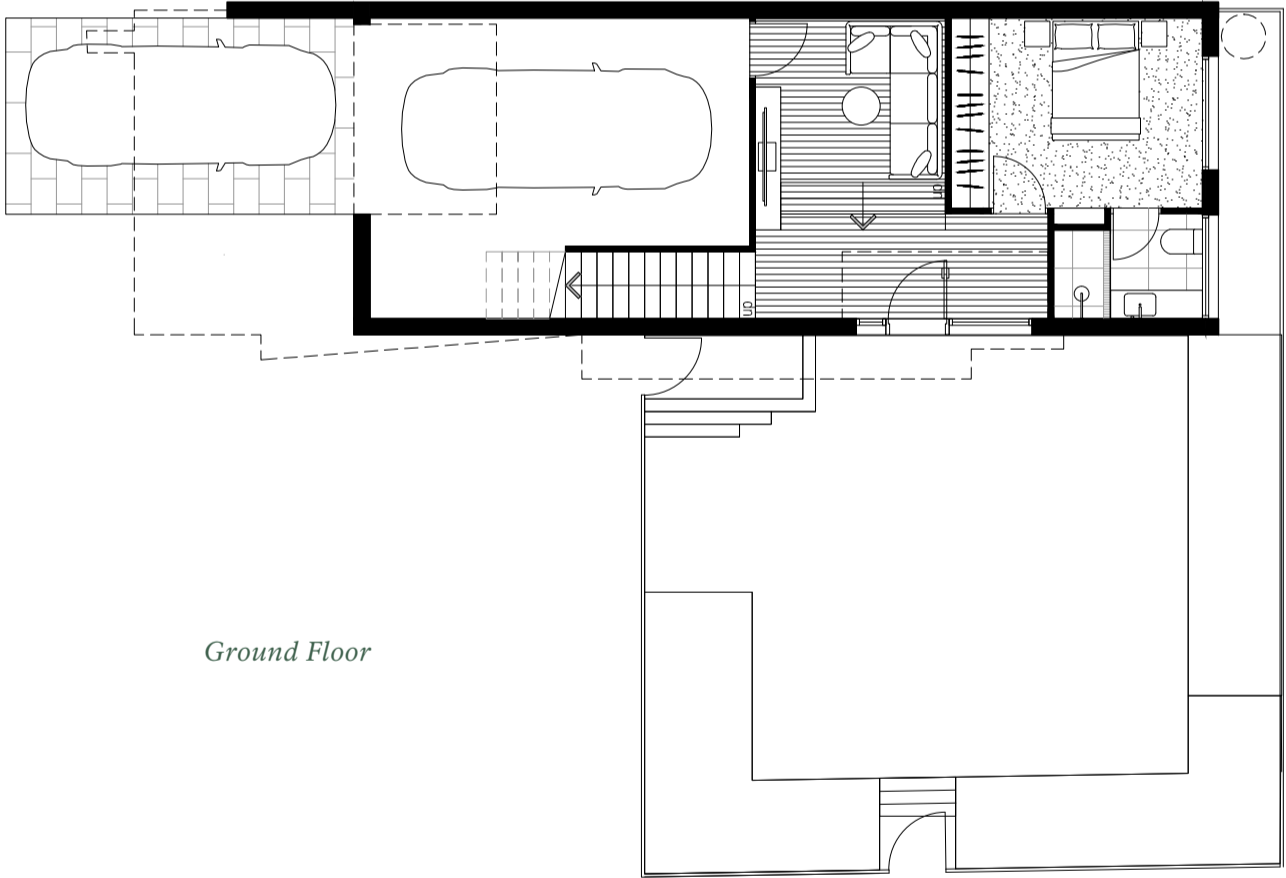
TYPE C (3 BEDROOM, 3 BATHROOM & STUDY)



Second Floor



First Floor



Ground Floor



RESIDENCE 22

Ground Floor

Interior	41.9m ²	
Garage		28.1m ²
Yard		96.7m ²

First Floor

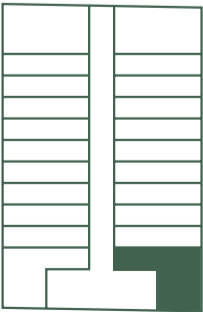
Interior	61m ²	
Terrace		18.6m ²

Second Floor

Interior	66.9m ²	
Terrace		—

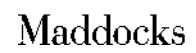
Total Liveable Area 169.8m² 143.4m²

Total Land Area 201.9m²



MALVERN ROAD

All images, views and diagrams are indicative or artists' impressions only. Dimensions, areas, fittings, specifications, landscape and paved areas are indicative and subject to change without notice.











Fixtures and Fittings

NOTE: LISTING IN AREA DESCRIPTION DOES NOT PRECLUDE THE FINISH FROM BEING USED ELSEWHERE IN THE PROJECT. FINISHED SAMPLES OF ALL MATERIALS ARE TO BE PROVIDED AS REQUESTED AND ALL PROPOSED ALTERNATIVES SHOULD COMPLY WITH ORIGINAL SPECIFICATIONS AND RELEVANT STANDARDS. STOCK SAMPLES OF ALL MATERIALS TO BE SUBMITTED FOR APPROVAL PRIOR TO PURCHASE / MANUFACTURING. ALL MATERIALS ARE TO BE INSTALLED AS PER MANUFACTURER'S INSTRUCTIONS AND APPROVED TRADEPERSONS TO THE BEST POSSIBLE LEVEL OF FINISH.

Items shown below may be substituted for equivalent alternatives, subject to approval.

ITEM	PRODUCT	
DESCRIPTION	PRODUCT IMAGE	AREA

LIGHT & DARK SCHEME

Miele Gas Cooktop 900mm 5 burner stainless steel		Kitchen
Miele Microwave Oven 600mm built-in		Kitchen
Miele Rangehood 700mm built-in		Kitchen
Miele Dishwasher 600mm fully integrated		Kitchen
Fisher & Paykel 519L Integrated Refrigerator		Kitchen
Fireplace 900mm		Living
Miele Oven 600mm built-in		Kitchen
Miele Steam Oven 600mm built-in		Kitchen (Upgrade, Unit Type B only)
Under Bench Bins		Kitchen

STATUS FOR INFORMATION

PRINTED COPIES OF THIS DOCUMENT ARE **UNCONTROLLED**

NOTE: LISTING IN AREA DESCRIPTION DOES NOT PRECLUDE THE FINISH FROM BEING USED ELSEWHERE IN THE PROJECT. FINISHED SAMPLES OF ALL MATERIALS ARE TO BE PROVIDED AS REQUESTED AND ALL PROPOSED ALTERNATIVES SHOULD COMPLY WITH ORIGINAL SPECIFICATIONS AND RELEVANT STANDARDS. STOCK SAMPLES OF ALL MATERIALS TO BE SUBMITTED FOR APPROVAL PRIOR TO PURCHASE / MANUFACTURING. ALL MATERIALS ARE TO BE INSTALLED AS PER MANUFACTURER'S INSTRUCTIONS AND APPROVED TRADEPERSONS TO THE BEST POSSIBLE LEVEL OF FINISH.

Items shown below may be substituted for equivalent alternatives, subject to approval.

ITEM	PRODUCT	
DESCRIPTION	PRODUCT IMAGE	AREA
Kitchen Sink Mixer		Kitchen and Laundry Tap
Kitchen Sink		Kitchen sink
Compact Tub and Cabinet		Laundry (Type A units)
Washing Machine Stops		Laundry
Laundry Trough		Laundry (Type B & C units)
Toilet Suite		Bathroom
Vanity Basin		Bathroom
Mixer Tap		Bathroom
Mixer Tap Shower		Bathroom

STATUS FOR INFORMATION

PRINTED COPIES OF THIS DOCUMENT ARE **UNCONTROLLED**

NOTE: LISTING IN AREA DESCRIPTION DOES NOT PRECLUDE THE FINISH FROM BEING USED ELSEWHERE IN THE PROJECT. FINISHED SAMPLES OF ALL MATERIALS ARE TO BE PROVIDED AS REQUESTED AND ALL PROPOSED ALTERNATIVES SHOULD COMPLY WITH ORIGINAL SPECIFICATIONS AND RELEVANT STANDARDS. STOCK SAMPLES OF ALL MATERIALS TO BE SUBMITTED FOR APPROVAL PRIOR TO PURCHASE / MANUFACTURING. ALL MATERIALS ARE TO BE INSTALLED AS PER MANUFACTURER'S INSTRUCTIONS AND APPROVED TRADEPERSONS TO THE BEST POSSIBLE LEVEL OF FINISH.

Items shown below may be substituted for equivalent alternatives, subject to approval.

ITEM	PRODUCT	
DESCRIPTION	PRODUCT IMAGE	AREA
Hand Towel Holder		Bathroom
Towel Rail		Bathroom
Ceiling Mounted Shower		Bathroom
Bath Mixer floor mounted		Bathroom
Bath		Bathroom
Toilet Paper Holder		Bathroom
Shower Shelf		Bathroom

STATUS FOR INFORMATION

PRINTED COPIES OF THIS DOCUMENT ARE **UNCONTROLLED**

NOTE: LISTING IN AREA DESCRIPTION DOES NOT PRECLUDE THE FINISH FROM BEING USED ELSEWHERE IN THE PROJECT. FINISHED SAMPLES OF ALL MATERIALS ARE TO BE PROVIDED AS REQUESTED AND ALL PROPOSED ALTERNATIVES SHOULD COMPLY WITH ORIGINAL SPECIFICATIONS AND RELEVANT STANDARDS. STOCK SAMPLES OF ALL MATERIALS TO BE SUBMITTED FOR APPROVAL PRIOR TO PURCHASE / MANUFACTURING. ALL MATERIALS ARE TO BE INSTALLED AS PER MANUFACTURER'S INSTRUCTIONS AND APPROVED TRADEPERSONS TO THE BEST POSSIBLE LEVEL OF FINISH.

Items shown below may be substituted for equivalent alternatives, subject to approval.









ITEM	PRODUCT	
DESCRIPTION	PRODUCT IMAGE	AREA
Pendant Light		Kitchen
Ceiling light		Study
Ceiling light		General

NOTE: LISTING IN AREA DESCRIPTION DOES NOT PRECLUDE THE FINISH FROM BEING USED ELSEWHERE IN THE PROJECT. FINISHED SAMPLES OF ALL MATERIALS ARE TO BE PROVIDED AS REQUESTED AND ALL PROPOSED ALTERNATIVES SHOULD COMPLY WITH ORIGINAL SPECIFICATIONS AND RELEVANT STANDARDS. STOCK SAMPLES OF ALL MATERIALS TO BE SUBMITTED FOR APPROVAL PRIOR TO PURCHASE / MANUFACTURING. ALL MATERIALS ARE TO BE INSTALLED AS PER MANUFACTURER'S INSTRUCTIONS AND APPROVED TRADEPERSONS TO THE BEST POSSIBLE LEVEL OF FINISH.

Items shown below may be substituted for equivalent alternatives, subject to approval.

ITEM	PRODUCT	
DESCRIPTION	PRODUCT IMAGE	AREA

OLIVINE SCHEME

Miele Gas Cooktop 900mm 5 burner stainless steel		Kitchen
Miele Microwave Oven 600mm built-in		Kitchen
Miele Rangehood 700mm built-in		Kitchen
Miele Dishwasher 600mm fully integrated		Kitchen
Fisher & Paykel 519L Integrated Refrigerator		Kitchen
Fireplace 900mm		Living
Miele Oven 600mm built-in		Kitchen
Miele Steam Oven 600mm built-in		Kitchen (Upgrade, Unit Type B only)

NOTE: LISTING IN AREA DESCRIPTION DOES NOT PRECLUDE THE FINISH FROM BEING USED ELSEWHERE IN THE PROJECT. FINISHED SAMPLES OF ALL MATERIALS ARE TO BE PROVIDED AS REQUESTED AND ALL PROPOSED ALTERNATIVES SHOULD COMPLY WITH ORIGINAL SPECIFICATIONS AND RELEVANT STANDARDS. STOCK SAMPLES OF ALL MATERIALS TO BE SUBMITTED FOR APPROVAL PRIOR TO PURCHASE / MANUFACTURING. ALL MATERIALS ARE TO BE INSTALLED AS PER MANUFACTURER'S INSTRUCTIONS AND APPROVED TRADEPERSONS TO THE BEST POSSIBLE LEVEL OF FINISH.

Items shown below may be substituted for equivalent alternatives, subject to approval.








ITEM	PRODUCT	
DESCRIPTION	PRODUCT IMAGE	AREA
Under Bench Bins		Kitchen
Rose Gold Kitchen Sink Mixer		Kitchen and Laundry Tap
Kitchen Sink		Kitchen sink
Compact Tub and Cabinet		Laundry (Type A units)
Washing Machine Stops		Laundry
Laundry Trough		Laundry (Type B & C units)
Toilet Suite		Bathroom
Vanity Basin		Bathroom
Rose Gold Mixer Tap		Bathroom

STATUS FOR INFORMATION

PRINTED COPIES OF THIS DOCUMENT ARE **UNCONTROLLED**






NOTE: LISTING IN AREA DESCRIPTION DOES NOT PRECLUDE THE FINISH FROM BEING USED ELSEWHERE IN THE PROJECT. FINISHED SAMPLES OF ALL MATERIALS ARE TO BE PROVIDED AS REQUESTED AND ALL PROPOSED ALTERNATIVES SHOULD COMPLY WITH ORIGINAL SPECIFICATIONS AND RELEVANT STANDARDS. STOCK SAMPLES OF ALL MATERIALS TO BE SUBMITTED FOR APPROVAL PRIOR TO PURCHASE / MANUFACTURING. ALL MATERIALS ARE TO BE INSTALLED AS PER MANUFACTURER'S INSTRUCTIONS AND APPROVED TRADEPERSONS TO THE BEST POSSIBLE LEVEL OF FINISH.

Items shown below may be substituted for equivalent alternatives, subject to approval.

ITEM	PRODUCT	
DESCRIPTION	PRODUCT IMAGE	AREA
Rose Gold Mixer Tap Shower		Bathroom
Rose Gold Shower Shelf		Bathroom
Rose Gold Toilet Paper Holder		Bathroom
Rose Gold Towel Rail		Bathroom
Rose Gold Ceiling Mounted Shower		Bathroom
Rose Gold Bath Mixer Floor Mounted		Bathroom
Bath		Bathroom

NOTE: LISTING IN AREA DESCRIPTION DOES NOT PRECLUDE THE FINISH FROM BEING USED ELSEWHERE IN THE PROJECT. FINISHED SAMPLES OF ALL MATERIALS ARE TO BE PROVIDED AS REQUESTED AND ALL PROPOSED ALTERNATIVES SHOULD COMPLY WITH ORIGINAL SPECIFICATIONS AND RELEVANT STANDARDS. STOCK SAMPLES OF ALL MATERIALS TO BE SUBMITTED FOR APPROVAL PRIOR TO PURCHASE / MANUFACTURING. ALL MATERIALS ARE TO BE INSTALLED AS PER MANUFACTURER'S INSTRUCTIONS AND APPROVED TRADEPERSONS TO THE BEST POSSIBLE LEVEL OF FINISH.

Items shown below may be substituted for equivalent alternatives, subject to approval.

ITEM	PRODUCT		
DESCRIPTION	PRODUCT IMAGE	AREA	
Rose Gold Hand Towel Holder		Bathroom	
Rose Gold Shower Shelf		Bathroom	
Rose Gold Pendant Light		Kitchen	
Ceiling Light		Study	
Ceiling Light		General	

NOTE: LISTING IN AREA DESCRIPTION DOES NOT PRECLUDE THE FINISH FROM BEING USED ELSEWHERE IN THE PROJECT. FINISHED SAMPLES OF ALL MATERIALS ARE TO BE PROVIDED AS REQUESTED AND ALL PROPOSED ALTERNATIVES SHOULD COMPLY WITH ORIGINAL SPECIFICATIONS AND RELEVANT STANDARDS. STOCK SAMPLES OF ALL MATERIALS TO BE SUBMITTED FOR APPROVAL PRIOR TO PURCHASE / MANUFACTURING. ALL MATERIALS ARE TO BE INSTALLED AS PER MANUFACTURER'S INSTRUCTIONS AND APPROVED TRADEPERSONS TO THE BEST POSSIBLE LEVEL OF FINISH.

Items shown below may be substituted for equivalent alternatives, subject to approval.

ITEM	PRODUCT	
DESCRIPTION	DESCRIPTION	AREA
LIGHT INTERIOR		
Carpet	100% wool carpet	Bedrooms, Walk-in-robos, Studies.
Render Finish	Concrete Render Finish	Plinth living room
Floor Board 1	Timber flooring boards, 190mm wide	Entry, Kitchen, Living and Dining areas.
Solid Timber Stairs	Solid timber Stair	Stairs
Glass 1	Clear glass	Shower screens.
Glass 2	Black colour-back glass	Kitchen drawer face beneath microwave oven.
Joinery Finish 1	Timber veneer	Kitchen joinery General joinery Wardrobes
Mirror 1	Mirror	Bathroom mirror
Stairs Joinery Details Finish	Powder coat	Stair
Fireplace Joinery Detail Finish	Powder coat	Fireplace joinery
Paint 1	Paint	Walls, ceilings generally
Paint 1 Enamel Finish	Paint	Skirting generally, Doors and door frames
2Pac 1	2Pac Polyurethane Paint	Kitchen joinery Bathroom joinery
Joinery Finish	Stainless steel	Kitchen joinery skirting
Reconstituted stone 1	Reconstituted stone	Kitchen island benchtop
Reconstituted stone 2	Reconstituted stone	Kitchen benchtop & splashback
Tile 1	Floor tile	Bathroom floor
Tile 2	Wall tile	Bathroom vanity wall
Tile 3	Wall tile	Bathroom walls
White Melamine	Light colour internal joinery	Joinery internals

STATUS FOR INFORMATION

PRINTED COPIES OF THIS DOCUMENT ARE **UNCONTROLLED**

NOTE: LISTING IN AREA DESCRIPTION DOES NOT PRECLUDE THE FINISH FROM BEING USED ELSEWHERE IN THE PROJECT. FINISHED SAMPLES OF ALL MATERIALS ARE TO BE PROVIDED AS REQUESTED AND ALL PROPOSED ALTERNATIVES SHOULD COMPLY WITH ORIGINAL SPECIFICATIONS AND RELEVANT STANDARDS. STOCK SAMPLES OF ALL MATERIALS TO BE SUBMITTED FOR APPROVAL PRIOR TO PURCHASE / MANUFACTURING. ALL MATERIALS ARE TO BE INSTALLED AS PER MANUFACTURER'S INSTRUCTIONS AND APPROVED TRADEPERSONS TO THE BEST POSSIBLE LEVEL OF FINISH.

Items shown below may be substituted for equivalent alternatives, subject to approval.

ITEM	PRODUCT	
DESCRIPTION	DESCRIPTION	AREA
DARK INTERIOR		
Carpet 1	100% wool Carpet	Bedrooms, Walk-in-robos, Studies.
Render Finish	Concrete Render Finish	Plinth living room
Floor Board 1	Timber flooring boards, 190mm wide	Entry, Kitchen, Living and Dining areas.
Solid Timber Stairs	Solid timber Stair	Stairs
Glass 1	Clear glass	Shower screens.
Glass 2	Black colour-back glass	Kitchen drawer face beneath microwave oven.
Joinery Finish 1	Timber veneer	Kitchen joinery General joinery Wardrobes
Mirror 1	Mirror	Bathroom mirror
Stairs Joinery Details Finish	Powder coat	Stair
Fireplace Joinery Detail Finish	Powder coat	Fireplace joinery
Paint 1	Paint	Walls, ceilings generally
Paint 1 Enamel Finish	Paint	Skirting, Doors and Door Frames
2Pac 1	2Pac Polyurethane Paint	Kitchen joinery Bathroom joinery
Joinery Finish	Stainless steel	Kitchen joinery, skirting
Reconstituted stone 1	Reconstituted stone	Kitchen island benchtop
Reconstituted stone 2	Reconstituted stone	Kitchen benchtop & splashback
Tile 1	Floor tile	Bathroom floor
Tile 2	Wall tile	Bathroom vanity wall
Tile 3	Wall tile	Bathroom walls
White Melamine	Light colour internal joinery	Joinery internals

STATUS FOR INFORMATION

PRINTED COPIES OF THIS DOCUMENT ARE **UNCONTROLLED**

NOTE: LISTING IN AREA DESCRIPTION DOES NOT PRECLUDE THE FINISH FROM BEING USED ELSEWHERE IN THE PROJECT. FINISHED SAMPLES OF ALL MATERIALS ARE TO BE PROVIDED AS REQUESTED AND ALL PROPOSED ALTERNATIVES SHOULD COMPLY WITH ORIGINAL SPECIFICATIONS AND RELEVANT STANDARDS. STOCK SAMPLES OF ALL MATERIALS TO BE SUBMITTED FOR APPROVAL PRIOR TO PURCHASE / MANUFACTURING. ALL MATERIALS ARE TO BE INSTALLED AS PER MANUFACTURER'S INSTRUCTIONS AND APPROVED TRADEPERSONS TO THE BEST POSSIBLE LEVEL OF FINISH.

Items shown below may be substituted for equivalent alternatives, subject to approval.

ITEM	PRODUCT	
DESCRIPTION	DESCRIPTION	AREA
OLIVINE INTERIOR		
Carpet 1	100% wool Carpet	Bedrooms, Walk-in-robos, Studies.
Render Finish	Concrete Render Finish	Plinth living room
Floor Board 1	Timber flooring boards, 190mm wide	Entry, Kitchen, Living and Dining areas.
Solid Timber Stairs	Solid timber Stair	Stairs
Glass 1	Clear glass	Shower screens.
Glass 2	Black colour-back glass	Kitchen drawer face beneath microwave oven.
Joinery Finish 1	Timber veneer	Kitchen joinery General joinery Wardrobes
Mirror 1	Mirror	Bathroom mirror
Stairs Joinery Details Finish	Powder coat	Stair
Fireplace Joinery Detail Finish	Powder coat	Fireplace joinery
Paint 1	Paint	Walls, ceilings generally
Paint 1 Enamel Finish	Paint	Skirting, Doors and Door frames
2Pac 1	2Pac Polyurethane Paint	Kitchen joinery General joinery
Joinery Finish	Stainless steel	Kitchen joinery, skirting
Natural stone 1	Stone	Kitchen island benchtop Kitchen benchtop & Splashback Bathroom vanity
Tile 1	Floor tile	Bathroom floor
Tile 2	Wall tile	Bathroom vanity
Tile 3	Wall tile	Bathroom walls
White Melamine	Light colour internal joinery	Joinery internals

STATUS FOR INFORMATION

PRINTED COPIES OF THIS DOCUMENT ARE **UNCONTROLLED**



Maddocks

Annexure E

Owners Corporation Rules

OWNERS CORPORATION NO 1
PS 739509P
DRAFT CONSOLIDATED RULES – v1
1693-1699 MALVERN ROAD
GLEN IRIS
PART 1
MODEL RULES

Part 8 of the Owners Corporations Act 2006

RULES OF THE OWNERS CORPORATION

1. Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

1.2.1 Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property or transport through the common property any flammable chemical, liquid or gas or other flammable material.

1.2.2 This rule does not apply to—

- (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
- (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

2. Management and administration

2.1 Metering of services and apportionment of costs of services

2.1.1 The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

2.1.2 If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

2.1.3 Subrule (2) does not apply if the concession or rebate—

- (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

3. Use of common property

3.1 Use of common property

- 3.1.1 An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- 3.1.2 An owner or occupier of a lot must not use anything on the common property for any purpose other than that for which it was intended.
- 3.1.3 An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.
- 3.1.4 An approval under subrule (2) may state a period for which the approval is granted.
- 3.1.5 If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- 3.1.6 An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- 3.1.7 Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

3.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle, or other vehicle or permit a motor vehicle or other vehicle—

- 3.2.1 to be parked or left in parking spaces situated on common property and allocated for other lots; or
- 3.2.2 on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- 3.2.3 in any place other than a parking area situated on common property specified for that purpose by the owners corporation; from time to time (parking directions may be given orally or published by the owners corporation);
- 3.2.4 to enter or leave the common property in other than a forward facing manner; or
- 3.2.5 permit oil leakages from any motor vehicle, trailer or motor cycle onto common property and must reimburse the owners corporation for the cost of cleaning or removing any oil stains to the driveway or other part of the common property after due notice has been served.

An owner or occupier of a lot must not, without the prior written consent of the owners corporation:

- 3.2.6 drive or permit to be driven any motor vehicle in excess of 2 tonnes weight into or over the common property;

- 3.2.7 obstruct the private roadways, pathways or drives in the common property and any easement giving access to the common property for any purpose other than the reasonable access to and from their respective lots or the parking areas provided;
- 3.2.8 park, cause or permit to be parked any caravan, campervan, boat, trailer, commercial vehicle or any other vehicle or structure determined by the owners corporation from time to time or throughout the common property or on any lot or within the vicinity of a lot, unless it is housed in a garage and is not visible from any part of the common property, road or the street; or
- 3.2.9 permit any occupation of a caravan on a lot or the common property.

3.3 Damage to common property

- 3.3.1 An owner or occupier of a lot must not damage or deface the common property or a structure that forms part of the common property.
- 3.3.2 An owner or occupier of a lot must:
 - (a) promptly notify the owners corporation or the manager on becoming aware of any damage or defect in the common property or any personal property vested in the owners corporation; and
 - (b) compensate the owners corporation in respect of any damage to the common property or personal property vested in the owners corporation caused by that owner or occupier or their respective tenants, licensees, invitees or guests.

3.4 Alterations to common property

- 3.4.1 An owner or occupier of a lot must not alter the common property without the written approval of the owners corporation.
- 3.4.2 An owner or occupier of a lot must not alter a structure that forms part of the common property without the written approval of the owners corporation.
- 3.4.3 An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- 3.4.4 An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- 3.4.5 The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

4. Lots

4.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5. Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

5.2 Noise and other nuisance control

5.2.1 An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

5.2.2 Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

6. Dispute resolution

6.1 The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

6.2 The party making the complaint must prepare a written statement in the approved form.

6.3 If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

6.4 If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

6.5 The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

6.6 A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

6.7 If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporations Act 2006.

6.8 This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.

OWNERS CORPORATION NO 1
PS 739509P
DRAFT CONSOLIDATED RULES – v1
1693-1699 MALVERN ROAD
GLEN IRIS
PART 2
MODEL RULES (DISPUTE RESOLUTION)

Model Rule- Dispute resolution (Owners Corporations Regulations 2007)

1. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporations Act 2006.

Sample Rule – Dispute Resolution & Communication procedures

“Manager” means the current paid or unpaid manager appointed by the owners corporation.

“Resident” means a lot owner and an occupier.

All residents are encouraged to:

1. Report immediately any damage to the building to the Manager
2. Report any risks to safety and security to residents and the building to the Manager.
3. Advise the manager if you are going to be away from your unit for a long period of time. Law requires that you notify the owners corporation if you are going to be away for more than 3 months.
4. Notify the manager 14 days prior to the commencement of renovations as some renovations cause disruption or have the potential to affect the security of other residents.
5. Report any issue of concern, damage, breach of law or these rules to the manager or the chairperson of the committee. However, the resident has the right to contact the other resident or residents to raise any issue of concern. The owners corporation acknowledges

that communication between residents is as a practical and reasonable approach to address any day to day issues between neighbours.

6. Make a written complaint in the approved form setting out the complaint and whether you wish to invite the committee, manager or another party to a meeting to discuss any issue in dispute.
7. The owners corporation requires all residents to submit a complaint in writing to the chairperson of the committee c/- of the manager in the approved form before making an application to VCAT.
8. The owners corporation or the committee will call a meeting within 14 days to resolve the issue or dispute and take any action it deems appropriate according to law. Any resolutions made by the owners corporation or the committee will be recorded in the minutes of that meeting and sent to all owners and residents involved.
9. If the issue or dispute is not resolved, the resident has a right to take further action under Part 10 of the Owners Corporations Act 2006.

OWNERS CORPORATION NO 1
PS 739509P
DRAFT CONSOLIDATED RULES – v1
1693-1699 MALVERN ROAD
GLEN IRIS
PART 3
ADDITIONAL RULES
OWNERS CORPORATION RULES – UNLIMITED

1. DEFINITIONS & INTERPRETATION:

1.1 Definitions:

In these rules unless the context indicates a contrary intention:

“Act” means the Owners Corporations Act 2006

“Building” means the building constructed on the Land at 1693-1699 Malvern Road, Glen Iris;

“Governmental Agency” means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;

“Land” means the whole of the land described in Plan Number PS 739509P;

“**Lot**” means a lot shown on the Plan.

“**Manager**” means the person or company for the time being appointed by the Owners Corporation as Manager or if no person is for the time being appointed, the secretary of the Owners Corporation and where relevant includes the Manager's successors and assigns and where the context requires includes the Manager's officers, employees, agents, contractors, subcontractors and invitees.

“**Member**” means a member of the Owners Corporation by reason of being the owner of a Lot for the time being and where the context requires includes an Occupier or their invitees.

“**Owners Corporation**” means an Owner Corporation on the Plan.

“**Plan**” means plan of subdivision No. PS 739509P

“**Security Key**” means a key, magnetic card, remote control or other security device used to open and close doors, gates, locks or to generate alarms, security systems or communication systems in respect of a lot or the common property;

1.2 Interpretation:

1.2.1 In these rules unless the context indicates a contrary intention:

- (a) headings are for convenience only and shall not affect interpretation,
- (b) words denoting any gender shall include all genders,
- (c) an expression importing a natural person shall include any company, partnership, joint venture, association, corporation or other Owners Corporation and any Governmental Agency,

- (d) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns,
 - (e) a reference to an Act of Parliament, ordinance, code or other law includes regulations and other statutory instruments (including by-laws) under it and shall include any amendment, consolidation, modification or re-enactment thereof or any replacement legislation,
 - (f) a reference to an Owners Corporation includes any elected committee of the Owners Corporation, and
 - (g) a reference to a corporation means and includes its liquidators, receivers, administrators and controllers.
- 1.2.2 The obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges prevail over these rules in respect of the person or persons to whom they are given.

2. BEHAVIOUR

- 2.1 An owner or occupier of a lot when on common property or on any part of a lot so as to be visible from another lot or from common property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another lot or to any person lawfully using common property.
- 2.2 An owner or occupier of a lot must not:
 - 2.3 create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property; or
 - 2.4 obstruct the lawful use of common property by any person.
- 2.5 An owner or occupier of a lot must not permit persons under his or her control to consume alcohol on common property or take glassware onto the common property, including the recreation area on the Top Floor.
- 2.6 An owner or occupier of a lot must not dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies onto or in common property.
- 2.7 An owner or occupier of a lot must not permit any persons under the control of that proprietor or occupier to play on any part of the common property or, unless accompanied by an adult to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children.
- 2.8 An owner or occupier of a lot must not permit any persons under the control of that person to use on the common property any skateboards, bikes, scooters, roller skates or roller blades or any other similar device.
- 2.9 An owner or occupier of a lot must not smoke in the stairwells, lifts, foyers, car park, lobbies, loading docks, areas set aside for plant and storage forming part of the common property or such other parts of the common property as the Owners Corporation or the Manager may designate from time to time.

3. SERVICES

- 3.1 Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, an owner or occupier of a lot must not do anything or permit anything to be done, in relation to that lot or the common property so that:
- 3.1.1 the structural integrity of any part of the common property is impaired; or
 - 3.1.2 the provision of services through the lot or common property is interfered with; or
 - 3.1.3 any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with;
- 3.2 The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed, and the sweeping of rubbish or other unsuitable substances shall not be deposited therein. Any costs or expenses resulting from any damage or blockage or repairs shall be upon demand borne by the lot owner or occupier causing the damage or blockage.

4. INTERFERENCE

- 4.1 An owner or occupier of a lot must not, without the written authority of the Owners Corporation or its' Manager, interfere with the operation of any plant and equipment owned by the Owners Corporation installed on the common property.
- 4.2 An owner or occupier of a lot must not, without the prior written consent of the Owners Corporation, remove any article from the common property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use & not damaged.
- 4.3 An owner or occupier of a lot must not modify any intercom, television aerial or communication system (except telephone connections) servicing that lot without the prior written consent of the Owners Corporation.

5. DAMAGE

- 5.1 An owner or occupier of a lot shall not mark, paint or otherwise damage or deface any part of the common property.
- 5.2 An owner or occupier must not breach the fire regulations by installing unapproved dead locks or peep holes or do anything that would or could void or prejudice the Owners Corporation's insurance policy.

6. DEFECTS

An owner or occupier of a lot must immediately notify the Owners Corporation or its' Manager on becoming aware of any damage to or defect in the common property or any property of the Owners Corporation.

7. RESTRICTED USE OF COMMON PROPERTY FOR FIRE CONTROL

- 7.1 The Owners Corporation may take measures to ensure the security, and to preserve the safety of, the common property and the lots affected by the Owners Corporation from fire or other hazards and without limitation may:-
- 7.1.1 close off any part of the common property not required for access to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by proprietors or occupiers of any part of the common property;
 - 7.1.2 permit, to the exclusion of proprietors and occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots; and
 - 7.1.3 restrict by means of key or other security device the access of the proprietors or occupiers of one level of the lots to any other level of lots;
- 7.2 An owner and occupier of a lot must abide by any actions taken by the Owners Corporation in accordance with these rules.

8. FIRE

- 8.1 An owner or occupier of a lot must ensure compliance with all statutory and other requirements, including those of the Owners Corporation, relating to fire & fire safety in respect of the lot.
- 8.2 An owner or occupier of a lot must not use, interfere or tamper with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- 8.3 An owner or occupier of a lot must ensure that all smoke detectors installed in the lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary.

9. STORAGE OF DANGEROUS GOODS

An owner or occupier of a lot must not:

- 9.1 Except with the prior written consent of the Owners Corporation and at their own risk, use or store on the lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material use or intended to be used for normal and lawful domestic purposes or in the fuel tank of a motor vehicle; or
- 9.2 Do or permit anything which may invalidate or suspend any insurance policy affected by the Owners Corporation or cause any premium to be increased without the prior written consent of the Owners Corporation.

10. INSURANCE

An owner or occupier of a lot must not permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy affected by the Owners Corporation.

11. NOT USED

12. CLEANING

- 12.1 An owner or occupier of a lot must keep that lot clean and in good repair.
- 12.2 An owner or occupier of a lot must ensure its' car parking space(s) and nearby property are free of oil and like substances. The Owners Corporation reserves the right to clean any common property near a car space which is stained by oil, petrol or a like substance by a vehicle from a lot and charge that proprietor or occupier for the cost. The Owners Corporation will give fourteen (14) days notice of its intention to do such cleaning.

13. BLINDS & AWNINGS

- 13.1 An owner or occupier of a lot must not install or permit the installation of any window coverings unless those coverings have a backing of off white, bone or cream colour or are off white, bone or cream Venetians or wooden Venetians or as approved by the Owners Corporation.
- 13.2 An owner or occupier of a lot must not install or permit the installation of, any awnings other than as approved by the Owners Corporation.
- 13.3 An owner or occupier of a lot must maintain any window coverings and awnings in a clean, neat and tidy state at all times.

14. APPEARANCE

Without limiting any other of these rules, an owner or occupier of a lot must not;

- 14.1 Without prior written consent of the Owners Corporation maintain inside or outside the lot anything visible from outside the lot is not in keeping with the rest of the building;
- 14.2 Install bars, screens or grilles or other safety devices to the exterior of any windows doors of a lot without the prior written consent of the Owners Corporation;
- 14.3 Operate or permit to be operated on the lot or within it any device or electronic equipment which interferes with any domestic appliance lawfully in use on the common property or another lot;
- 14.4 Without the prior written consent of the Owners Corporation attach to or hang from the exterior of the lot any aerial or any security device or wires;
- 14.5 Place, display or hang any chattel or item (including any item of clothing or wind chimes) on or from a balcony or terrace forming part of a lot or common property;
- 14.6 Allow any glazed portions of the lot or the common property that surrounds the lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change;
- 14.7 Install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus that can be viewed from another lot, the common property or the external face of the building;

- 14.8 Install any air conditioning unit in a lot other than in accord with the direction of the Owners Corporation;
- 14.9 Install any pipes, wiring, cables or the like to the external face of the building or to any location that can be viewed from another lot, the common property or outside the property;
- 14.10 An owner or occupier of a lot must not place any washing, towel or other article so as to be visible from the common property, another lot or outside the building without the written consent of the Owners Corporation, other than on any clothes lines provided by the Owners Corporation for such purposes and then only for a reasonable period.
- 14.11 An owner or occupier of a lot must maintain any garden or outdoor area in a neat and tidy manner and ensure that grass is mown down regularly and that trees, etc., are not allowed to grow over any adjoining wall, fence, etc. into another lot or common property.

15. PAINTING AND EXTERNAL SURFACES' APPEARANCE

An owner or occupier of a lot must not in any way paint, finish or otherwise alter the external façade of a Unit, the building or any improvement forming part of the common property. The Owners Corporation shall have sole control of the repairs, maintenance, painting, etc. of all external surfaces of all lots, common property and the outside of the property and shall act to ensure that all surfaces are well maintained. If the cost of maintenance directed by the Owners Corporation to be undertaken is at a Unit's cost alone then the proprietor shall be levied that cost in accord with the provisions of the Owners Corporation.

16. RUBBISH

- 16.1 An owner or occupier of a lot must not deposit or throw garbage onto the common property except into a receptacle or facility specifically provided for that purpose;
- 16.2 all cardboard boxes and packaging must be broken down and neatly packed into the recycle bin, or if it is full placed neatly beside the recycle bin; and

17. VEHICLES, BICYCLES, TRAILERS AND MOTOR CYCLES

- 17.1 An owner or occupier of a lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto common property and must reimburse the Owners Corporation for the cost of cleaning or removing any oil stains to the garage or other part of the common property after due notice has been served;
- 17.2 An owner or occupier of a lot must not permit any bicycle to be stored other than in the areas (if any) of the common property that may be designated by the Owners Corporation or its Manager for such purpose and fitted with bicycle racks from time to time.

18. PARKING

- 18.1 Only motor vehicles and motor bikes are permitted to be located in a lot's allocated car space and a lot's allocated car space can only be used for the storage of motor vehicles and motor bikes. These vehicles shall, at all times, be kept in a roadworthy condition and the car parking space and driveway to each lot is to be kept clean and tidy and free of litter and any other items.

- 18.2 Proprietors and occupiers authorise the Manager, its' employees, agents and contractors to access the driveways and car spaces on each lot for purposes of cleaning and keeping those areas tidy and free of rubbish, stains and litter.
- 18.3 An owner or occupier of a lot cannot lease, license or allow its' allocated car spaces to be used by any other person other than another proprietor or occupier of a lot within the Owners Corporation.
- 18.4 An occupier of a lot shall not use, or permit the use of any "Visitor's" car spaces, which are reserved for visitor parking only.
- 18.5 An occupier of a lot shall not use, or permit the use, of any "Visitor's" car spaces during the time specified on any signage installed to allow use of the space for regular Waste Collection, or another specified purpose.
- 18.6 An owner or occupier must not park or permit to be parked any motor vehicle or motor cycle other than within parking spaces designated by the Owners Corporation and the Owners Corporation reserves the right to remove offending vehicles or motor cycles parked in other than designated parking spaces.
- 18.7 An owner or occupier of a lot must not permit a visitor of their lot to use those spaces allocated for visitor parking for more than 12 hours in any 36 hour period without special permission from the Owners Corporation or its' Managing Agent.
- 18.8 Without limiting its' other powers, if An owner or occupier of a lot does not comply with any obligation of this Rule, then without limiting its' other rights of access or action the Owners Corporation has the power to remove or have towed away (and to retain until the costs of removal, towing and storage are paid by the proprietor or occupier, whoever is responsible) any vehicle which has been placed in the carpark:
- 18.8.1 other than in accordance with this Rule;
 - 18.8.2 where the Owners Corporation reasonably determines that the vehicle has been abandoned.
- 18.9 In addition to the above, if An owner or occupier of a lot does not comply with any obligation of this Rule, then without limiting its other rights of access or action the Owners Corporation may:
- 18.9.1 enter the Carparking Area, on the same terms and conditions as set out in Sections 48-51 of the Owners Corporations Act; and
 - 18.9.2 carry out or perform that obligation on behalf of that proprietor or occupier; and
 - 18.9.3 recover the costs incurred by the Owners Corporation in doing so (including legal and professional costs) from that proprietor or occupier as a debt due.

19. DRIVING ON COMMON PROPERTY

- 19.1 The Management Committee of the Owners Corporation has the power to:
- 19.1.1 impose a speed limit for driving in common property, which shall be "8km/h"; and
 - 19.1.2 impose reasonable restrictions on the use of common property driveways and parking areas; and
 - 19.1.3 install speed humps and other traffic control devices in common property; and

- 19.1.4 install signs in relation to parking and to control driving in common property.
- 19.2 An owner or occupier of a lot must comply at all times with any speed limits, restrictions, parking and traffic signs imposed or installed by the Owners Corporation.

20. COMPLIANCE

- 20.1 An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the proprietor or occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the property;
- 20.2 An owner or occupier of a lot must at the proprietor's or occupier's own expense promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any governmental authority;
- 20.3 An owner or occupier of a lot must not use the lot for any purpose that may be illegal or injurious to the reputation of the development comprised of the lots and the common property or which may cause a nuisance or hazard to any other proprietor or occupier of a lot or their representative invitees;
- 20.4 The proprietor or occupier of a lot shall on demand compensate the Owners Corporation in full in respect of any damage to the common property or property of the Owners Corporation caused by that proprietor or occupier or their respective tenants, licensees or invitees. An owner or occupier of a lot in breach of this rule is responsible for all costs incurred by the Owners Corporation as a result of the breach;
- 20.5 Any breach of a rule or regulation will entitle the Owners Corporation to impose such fine or penalty as they deem appropriate from time to time as is advised to proprietors and occupiers;

21. INTERFERENCE

An owner or occupier of a lot must not use any part of the common property in respect of which exclusive use and enjoyment rights may be given or granted by the Owners Corporation to a third party from time to time.

22. BUILDING AND CONSTRUCTION

An owner or occupier of a lot must not undertake any building works within or about or relating to an Owners Corporation Member's lot without Owners Corporation consent.

23. SIGNS

- 23.1 An owner or occupier of a lot must not without the prior written consent of the Owners Corporation erect or affix any sign or notice to any part of the common property unless approved by the Owners Corporation;
- 23.2 An owner or occupier of a lot must not allow the erection of any 'For Sale' (including For Auction) or 'For Lease' or license or sub-lease boards or signs of any description on the common property without the prior written consent of the Owners Corporation (which consent will be granted in its absolute discretion);

- 23.3 The Owners Corporation has consented to allow the Developer permission to erect and control the erection and removal of all 'For Sale' (including For Auction) or 'For Lease' or License or sub-lease boards or signs;
- 23.4 The Owners Corporation will only give written consent to allow a maximum of one sign to be erected at any time.
- 23.5 An approved sign can be erected for a maximum of 6 weeks, if the lot is sold or leased within that period the sign must be removed immediately.

24. NOT USED

25. ANIMALS

- 25.1 An owner or occupier of a lot may not, without the prior written permission of the Owners Corporation, keep any animal (except a small dog, a cat, a caged bird or fish kept in an aquarium) in his or her lot or the common property.
- 25.2 An owner or occupier of a lot who keeps an approved animal in his or her lot under Rule 25.1 must at all times:
- 25.2.1 keep the animal within the lot;
 - 25.2.2 carry the animal or have the animal on a secure lead when it is on common property;
 - 25.2.3 take such action as may be necessary to maintain in a clean state all areas of the lot or common property that may be soiled by the animal; and
 - 25.2.4 ensure that the animal does not cause unreasonable interference (including in relation to the generation of noise or smell) to any proprietor or occupier of another lot.
- 25.3 Despite Rule 25.1, An owner or occupier of a lot may keep an animal in his or her lot if:
- 25.3.1 the original proprietor approved the keeping of such animal in the lot prior to the date on which the relevant proprietor became the Owner of the lot; and
 - 25.3.2 the proprietor or occupier otherwise complies with Rule 25.2,
- and provided that such right shall continue only for so long as the animal referred to in the original approval remains alive.

26. MOVING INTO OR VACATING THE PROPERTY

- 26.1 An owner or occupier intending to move furniture in or out of a lot must not:
- 26.1.1 do so without notifying the Manager at least 72 hours prior to the proposed move and without receiving approval from the Manager for the day and time of the proposed move (the time for moving must be between 7:00am and 6:00pm);
- 26.2 An owner or occupier moving furniture in or out of a lot at any time must not:

- 26.2.1 permit any carriers or trades people to commence operations prior to authorisation being given by the Manager;
 - 26.2.2 permit any vehicles to restrict access to the car park;
 - 26.2.3 damage the common property.
- 26.3 An owner or occupier moving in or out of the building will be liable to the Owners Corporation for any damage caused to the common property in doing so. If any amount to be paid by a resident moving in or out is not paid within 14 days of invoice by the Owners Corporation (and that resident is not the proprietor of the lot), then the Owners Corporation may recover the amount owed from the proprietor of the lot.
- 26.4 An owner or occupier of a lot may only move an article of furniture or any other article likely to cause damage or obstruction through common property in accordance with the directions of the Manager.
- 26.5 Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the Manager and the proprietor or occupier of the lot will inspect the common property through which such article is to be moved to establish its state of repair. The proprietor or occupier of the lot will be liable for any damage caused to the common property arising from the movement of the article.

27. BUSINESS

The proprietor or occupier of a lot must not use that lot or any part of the common property for any trade or business nor permit other to do so unless:

- 27.1 written approval has been obtained from the Owners Corporation for such use;
- 27.2 the trade or business can be carried on and is carried on without causing undue nuisance to the proprietors and occupiers of other lots; and
- 27.3 any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with;
- 27.4 the planning scheme governing the use of that lot permits the trade or business to be carried on from that lot; and
- 27.5 approval has been obtained from the relevant authorities for such use.

28. MAIL, NEWSPAPER DELIVERIES AND LETTER BOXES

- 28.1 An owner or occupier of a lot must not adhere any "NO JUNK MAIL" signs or words to that like effect unless it is in a form approved by the Owners Corporation.
- 28.2 An owner or occupier of a lot must not fail to clear and keep clear on each and every day any mail receiving box and / or newspaper receiving receptacle of all mail, leaflets, circulars, pamphlets, newspapers, advertising and promotional literature or material and all or any other objects whatsoever whether solicited or unsolicited, or to arrange for all such required clearances by other persons should a member or members be absent for any reason whatsoever for any period exceeding forty eight (48) hours, notwithstanding that this requirement may be waived entirely by the Owners Corporation provided that any such waiver is obtained from the Manager in writing not less than seven (7) days prior to the date or dates for which the waiver is required.

- 28.3 An owner or occupier of a lot must not have any newspaper delivered or arrange for delivery of any newspaper, unless such delivery is approved and agreed to by the Manager, in a designated area.

29. OWNERS CORPORATION CONSENT

A consent given by the Owners Corporation under these rules will, if practicable, be revocable and may be given subject to conditions including (without limitation), a condition evidenced by a minute of a resolution that the proprietor or occupier for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

30. COMPLAINTS AND COMMUNICATIONS

Any complaint or application to the Owners Corporation must be addressed in writing to the Manager, or where there is no Manager, the secretary of the Owners Corporation.

31. MAINTENANCE OF GARDENS

In accordance with rule 31

- 31.1 An owner or occupier must maintain all vegetation, plants and trees within their lot to the same standard consistent with the landscaping of the common property;
- 31.2 all garden areas shall only be used as gardens and shall be maintained in a proper, tidy and healthy condition; and
- 31.3 if any lawn, garden, plant, trees, shrub, flower or other vegetation is damaged, destroyed, lopped or otherwise removed, it is to be replaced with like tree or shrub within 14 days or any other time frame as notified by the Owners Corporation.

32. BREACH OF THESE RULES

Any breach of these Rules will result in action being taken by the Owners Corporation including the issue of a Breach Notice and referral to VCAT.

33. OWNERS CORPORATION FEES

- 33.1 The Member must pay the fees set by the Owners Corporation to cover general administration and maintenance, insurance and other recurrent obligations quarterly in advance according to their lot entitlement.
- 33.2 The amount of the annual Owners Corporation fees which is payable by each Member will be established at each annual general meeting of the Owners Corporation.
- 33.3 Any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge.

These rules may be amended or added to from time to time by the Owners Corporation.

END OF RULES

DRAFT

Annexure F

Sale of Real Estate Nomination Form

Relating to a Contract between:

Vendor: Keo Waleta Property (Glen Iris) Pty Ltd as trustee for the Keo Waleta Property
(Glen Iris) Project Trust ABN 57 630 835 236

Purchaser:

Property: Lot on proposed plan of subdivision PS739509P, The Olivine, 1693-
1699 Malvern Road, Glen Iris, VIC 3146

Nominee:

Guarantor:

Under the conditions of the Contract, the Purchaser nominates the Nominee as substitute/additional purchaser to take a transfer or conveyance of the Property [in substitution for/addition to] the Purchaser.

The Purchaser and the Nominee acknowledge that, from the date of this nomination, they will be jointly and severally liable for:

1. the due performance of the Purchaser's obligations under the Contract; and
2. payment of any expenses resulting from this nomination (including any duty).

The Guarantor acknowledges that the nomination of the Nominee does not vitiate the Guarantor's obligations.

The Purchaser and the Nominee warrant to the Vendor that the Nominee is not obliged by the *Foreign Acquisitions and Takeovers Act 1975* (Cth) to furnish notice to the Treasurer of its intention to acquire an interest in the Property.

Dated the day of 20

.....
Purchaser

.....
Nominee

.....
Guarantor



Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

info@maddocks.com.au
www.maddocks.com.au

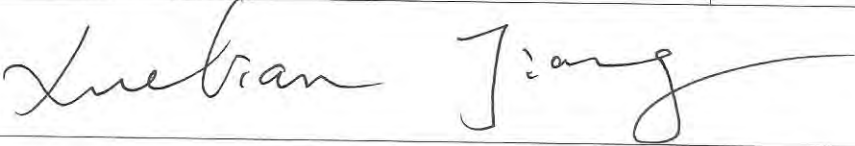
DX 259 Melbourne

The Olivine Vendor's Statement

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land

The Olivine, 1693-1699 Malvern Road, Glen Iris, VIC 3146

Vendor's name	Keo Waleta Property (Glen Iris) Pty Ltd ACN 603 414 839 as trustee for the Keo Waleta Property (Glen Iris) Project Trust ABN 57 630 835 236	Date 26/02/2016
Vendor's signature		
Purchaser's name		Date .../.../2016
Purchaser's signature		

1. Financial matters

1.1 Outgoings

Details concerning any rates, taxes, charges or other similar outgoings affecting the land (including any owners corporation charges) and any interest payable on any part of them are contained in the attached certificates.

Amounts (including any proposed owners corporation levies) for which the purchaser may become liable in consequence of the sale:

1.1.1 The Property is not separately rated. The Purchaser's proportion of the outgoings at settlement shall be calculated in accordance with the proportion that the lot liability of the Property bears to the total lot liability shown on the Plan.

1.1.2 Upon completion of the subdivision of the land there will be a supplemental valuation for rating purposes, which will result in a separate rates being assessed for the Property.

1.1.3 The owners corporations are not yet operative, but will become operative at or after settlement. The Vendor estimates that the levies will be in the order of:

Townhouse Type	Estimated Range (per annum)
Type 1- Lots 2 to 9 (inclusive) and Lots 13 to 21 (inclusive)	\$1,400 to \$1,600
Type 2 - Lots 1,11,12 and 22	\$2,700 to 3,400

1.1.4 The Vendor estimates that total amount of rates, taxes, charges or other similar outgoings (excluding owners corporation levies) would be in the order of:

Townhouse Type	Estimated Range (per annum) (plus GST)
Type 1- Lots 2 to 9 (inclusive) and Lots 13 to 21 (inclusive)	\$5,600 to \$7,800
Type 2- Lots 1,11,12 and 22	\$7,200 to \$8,200

1.2 Charge

Amount owing under any other registered or unregistered statutory charge that secures an amount due under any other legislation:

Nil

2. Land use

2.1 Easements, covenants or other similar restrictions

Details of any registered or unregistered easement, covenant or other similar restriction affecting the land, are as follows:

- 2.1.1 set out in the attached copies of title documents;
- 2.1.2 the sewer shown on the attached copy Yarra Valley Water information statement;
and
- 2.1.3 the requirements of any planning permit affecting the property.

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

2.2 Designated bushfire-prone area

As per the attached report, the land is not in a designated bushfire-prone area.

2.3 Planning

Details of any planning instruments affecting the land, are as follows:

Contained in the attached certificate.

3. Notices

3.1 Notice, order, declaration, report or recommendation

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

Are contained in the attached certificates and/or statements.

The vendor has no means of knowing all decisions of public authorities and government departments affecting the land unless communicated to the vendor.

3.2 Livestock disease or agricultural chemicals

Particulars of any notices, property, managements plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes:

None to the vendor's knowledge.

3.3 Compulsory acquisition

The particulars of any notices of intention to acquire, served pursuant to s 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

None to the vendor's knowledge.

4. Building permits

Details of any building permit granted during the past 7 years under the *Building Act 1993* (required only where there is a residence on the land) -

are contained in the attached certificate or statement.

5. Owners corporation

Note: that the owners corporation on proposed plan of subdivision will only exist once the Plan has registered. Following settlement the Purchaser will become a member of the owners corporation and owners corporation levies will be payable by the Purchaser.

6. Non-connected services

The following services are not connected to the land.

- electricity supply;
- gas supply;
- water supply;
- sewerage; and
- telephone services/

7. Evidence of title

Attached are copies of the following:

- 7.1 the Register Search Statement and the document (or part of the document), referred to as the diagram location in the Register Search Statement that identifies the land and its location being certificate of title volume 8290 folio 994 and lot 1 on TP225003C; and
- 7.2 the Register Search Statement and the document (or part of the document), referred to as the diagram location in the Register Search Statement that identifies the land and its location being certificate of title volume 9977 folio 426 and lot 1 on TP 126492K.

8. Subdivision

8.1 Unregistered subdivision

Attached is a copy of the latest version of the proposed plan of subdivision PS739509P.

Annexures to Townhouse Vendor's Statement

1. Consumer Affairs Victoria Due Diligence Checklist;
2. Unregistered plan of subdivision PS739509P;
3. Register Search Statement for certificate of title 8290 folio 994;
4. Register Search Statement for certificate of 9977 folio 426;
5. Registered Title Plan TP225003C;
6. Registered Title Plan TP 126492K;
7. Premium Planning Certificates;
8. Stonington City Council Land Information Certificates;
9. Yarra Valley Water Information Certificates;
10. Land Tax Clearance Certificates;
11. Stonington City Council - Building Regulations (1) Certificate;
12. Stonington City Council - Building Regulations (2) Certificate;
13. EPA Priority Sites Extract;
14. Roads Certificate;
15. Bushfire Prone Areas Certificate; and
16. City of Stonington Planning Permit 0344/15.

Due Diligence Checklist



What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

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

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

Soil and groundwater contamination Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

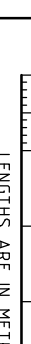
Do you know your rights when buying a property?

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

PLAN OF SUBDIVISION				EDITION 1		PS739509P	
LOCATION OF LAND PARISH: PRAHRAN TOWNSHIP: - SECTION: - CROWN ALLOTMENT: 204 CROWN PORTION: 1 (PART) TITLE REFERENCE: VOL.8290 FOL.994 & VOL.9977 FOL.426 LAST PLAN REFERENCE: LOT 1 ON TP225003C & LOT 1 ON TP126492K POSTAL ADDRESS: 1693-1699 MALVERN ROAD (at time of subdivision) GLEN IRIS 3416 MGA CO-ORDINATES: E: 328 972 ZONE: 55 (approx centre of land in plan) N: 5 808 188 GDA 94							
VESTING OF ROADS AND/OR RESERVES				NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON		BOUNDARIES SHOWN AS CONTINUOUS THICK LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: MEDIAN OF BUILDING ←←←←←←←← EXTERNAL FACE OF BUILDING —————			
NIL		NIL					
NOTATIONS				HATCHING WITHIN A PARCEL INDICATES THAT THE RELEVANT WALL, FLOOR, CEILING, DOOR, WINDOW, BALUSTRADE, ROOF (OR OTHER) IS CONTAINED WITHIN THAT PARCEL LOTS ON THIS PLAN ARE AFFECTED BY ONE OR MORE OWNERS CORPORATION. SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS. SUBDIVISION (REGISTRAR'S REQUIREMENTS) REGULATIONS 2011 APPLIES. THIS IS A SPEAR PLAN			
DEPTH LIMITATION: DOES NOT APPLY							
SURVEY: THIS PLAN IS NOT BASED ON SURVEY. STAGING: THIS IS NOT A STAGED SUBDIVISION. PLANNING PERMIT No. THIS SURVEY HAS NOT BEEN CONNECTED TO PERMANENT MARKS No(s). IN PROCLAIMED SURVEY AREA No.							
EASEMENT INFORMATION							
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)							
SECTION 12(2) APPLIES TO ALL THE LAND IN THIS PLAN							
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF			
-	-	-	-	-			
BT SURVEYS PTY.LTD. 1/34 DEEPDENE ROAD, BALWYN 3103 PHONE/FAX 9817 6293 MOBILE 0412 567 778 EMAIL btsurveys@optusnet.com.au		SURVEYORS FILE REF: 06903		ORIGINAL SHEET SIZE: A3		SHEET 1 OF 3	
		LICENSED SURVEYOR: (DIGITALLY SIGNED) BRIAN MCKINLEY					
		VERSION: 2					



DIAGRAM 1

SCALE 1:400	 LENGTHS ARE IN METRES		ORIGINAL SHEET SIZE: A3	SHEET 2 OF 3
LICENSED SURVEYOR: (DIGITALLY SIGNED)		BRIAN MCKINLEY		
VERSION: 2				

	OWNERS CORPORATION SCHEDULE					STAGE No. <div></div>	PLAN NUMBER PS739509P	
OWNERS CORPORATION : 1					PLAN N° PS739509P			
LAND AFFECTED BY OWNERS CORPORATION 1 : LOTS 1 TO 22 AND COMMON PROPERTY No.1								
LIMITATIONS ON OWNERS CORPORATION: UNLIMITED								
NOTATIONS:								
LOT ENTITLEMENT AND LOT LIABILITY								
LOT	ENTITLEMENT	LIABILITY	LOT	ENTITLEMENT	LIABILITY	LOT	ENTITLEMENT	LIABILITY
1	196	196	12	216	216			
2	100	100	13	100	100			
3	101	101	14	101	101			
4	101	101	15	101	101			
5	101	101	16	101	101			
6	101	101	17	101	101			
7	101	101	18	101	101			
8	101	101	19	101	101			
9	101	101	20	101	101			
10	100	100	21	100	100			
11	225	225	22	202	202			
			TOTAL	2653	2653			
<div>BT SURVEYS PTY.LTD. <small>1/34 DEEPDENE ROAD, BALWYN 3103 PHONE/FAX 9817 6293 MOBILE 0412 567 778 EMAIL btsurveys@optusnet.com.au</small></div>			LICENSED SURVEYOR ..BRIAN McKINLEY.....				SHEET 3 OF 3	
			SIGNATURE		DATE / /		
			REF.06903		VERSION 2		DATE / /	
			COMPUTER FILE: 06903SH1		DATE: 14/1/2016		COUNCIL DELEGATE SIGNATURE	

Register Search Statement - Volume 8290 Folio 994

Copyright State of Victoria. This publication is copyright.
No part may be reproduced by any process except in accordance with
the provisions of the Copyright Act and for the purposes of Section
32 of the Sale of Land Act 1962 or pursuant to a written agreement.
The information is only valid at the time and in the form obtained
from the LANDATA REGD TM System. The State of Victoria accepts no
responsibility for any subsequent release, publication or reproduction
of the information.

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

VOLUME 08290 FOLIO 994

Security no : 124057616617V
Produced 28/10/2015 05:06 pm

LAND DESCRIPTION

Lot 1 on Title Plan 225003C.
PARENT TITLE Volume 02741 Folio 048
Created by instrument B017283 20/07/1960

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
KEO WALETA PROPERTY (GLEN IRIS) PTY LTD of L3 SUITE 3.03 31 KING STREET
MELBOURNE VIC 3000
AL797166X 07/04/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AL797174Y 07/04/2015
BENDIGO AND ADELAIDE BANK LTD

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

DIAGRAM LOCATION

SEE TP225003C FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	RECTIFY NAME ADDRESS	STATUS	DATE
AM262010H		Registered	19/10/2015

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

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

Street Address: 1697-1699 MALVERN ROAD GLEN IRIS VIC 3146

DOCUMENT END

Delivered from the Landata® System by SAI Global Property Division Pty Ltd
Delivered at 28/10/2015, for Order Number 32518372. Your reference: DMH:6600260.

Register Search Statement - Volume 9977 Folio 426

Copyright State of Victoria. This publication is copyright.
No part may be reproduced by any process except in accordance with
the provisions of the Copyright Act and for the purposes of Section
32 of the Sale of Land Act 1962 or pursuant to a written agreement.
The information is only valid at the time and in the form obtained
from the LANDATA REGD TM System. The State of Victoria accepts no
responsibility for any subsequent release, publication or reproduction
of the information.

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

VOLUME 09977 FOLIO 426

Security no : 124057256618Y
Produced 07/10/2015 01:13 pm

LAND DESCRIPTION

Lot 1 on Title Plan 126492K.
PARENT TITLE Volume 04600 Folio 865
Created by instrument P953094E 14/08/1990

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
KEO WALETA PROPERTY (GLEN IRIS) PTY LTD of UNIT L3 SUITE 3.03 31 KING STREET
MELBOURNE VIC 3000
AL797079S 07/04/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AL797174Y 07/04/2015
BENDIGO AND ADELAIDE BANK LTD

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

DIAGRAM LOCATION

SEE TP126492K FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

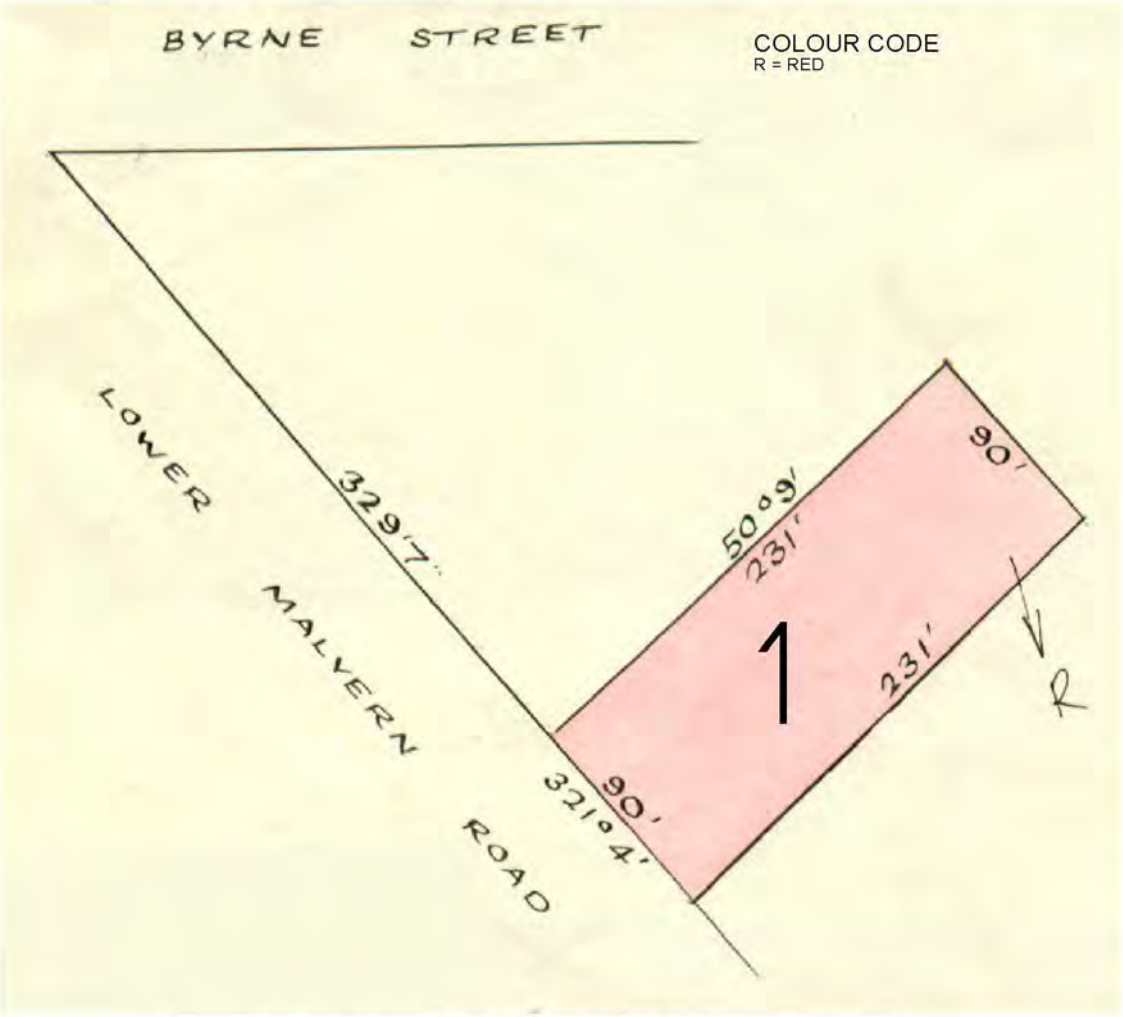
-----END OF REGISTER SEARCH STATEMENT-----

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

Street Address: 1693-1695 MALVERN ROAD GLEN IRIS VIC 3146

DOCUMENT END

Delivered from the Landata ® System by SAI Global Property Division Pty Ltd
Delivered at 07/10/2015, for Order Number 32031578. Your reference: DMH:1693 Malvern Rd.

TITLE PLAN		EDITION 1	TP 225003C			
Location of Land Parish: PARISH OF PRAHRAN AT GARDINER Township: Section: Crown Allotment: 204 Crown Portion: 1(PT) Last Plan Reference: Derived From: VOL 8290 FOL 994 Depth Limitation: NIL		Notations ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN				
Description of Land / Easement Information <div>ALL THAT piece of Land delineated and coloured red on the map in the margin being part of Crown Portion One Allotment 204 Parish of Prahran - at Gardiner Together with a right of carriage way over John Street shown on - Plan of Subdivision No.1299 - - - - -</div>		<div>THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT COMPILED: 23/11/1999 VERIFIED: SO'C</div>				
<div><div>BYRNE STREET</div><div>COLOUR CODE R = RED</div><div></div></div>						
<table border="1"><thead><tr><th>TABLE OF PARCEL IDENTIFIERS</th></tr></thead><tbody><tr><td>WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962</td></tr><tr><td>PARCEL 1 = CP 1 (PT) ALLOTMENT 204</td></tr></tbody></table>				TABLE OF PARCEL IDENTIFIERS	WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962	PARCEL 1 = CP 1 (PT) ALLOTMENT 204
TABLE OF PARCEL IDENTIFIERS						
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962						
PARCEL 1 = CP 1 (PT) ALLOTMENT 204						
LENGTHS ARE IN FEET & INCHES	Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 1 sheets				

TITLE PLAN		EDITION 1	TP 126492K						
Location of Land Parish: PRAHRAN Township: Section: Crown Allotment: 204 Crown Portion: 1(PT) Last Plan Reference: Derived From: VOL 9977 FOL 426 Depth Limitation: NIL		Notations ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN							
Description of Land / Easement Information ALL THAT PIECE OF LAND IN THE PARISH OF PRAHRAN BEING PART OF CROWN PORTION ONE ALLOTMENT 204 WHICH LAND IS SHOWN ENCLOSED BY CONTINUOUS LINES ON THE MAP HEREON TOGETHER WITH A RIGHT OF CARRIAGE WAY OVER JOHN STREET SHOWN ON PLAN OF SUBDIVISION NO.1299 - - - -			 THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT COMPILED: 30/08/1999 VERIFIED: M.P						
<table border="1"><thead><tr><th colspan="2">TABLE OF PARCEL IDENTIFIERS</th></tr></thead><tbody><tr><td colspan="2">WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962</td></tr><tr><td colspan="2">PARCEL 1 = CP 1 (PT)</td></tr></tbody></table>				TABLE OF PARCEL IDENTIFIERS		WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962		PARCEL 1 = CP 1 (PT)	
TABLE OF PARCEL IDENTIFIERS									
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962									
PARCEL 1 = CP 1 (PT)									
LENGTHS ARE IN METRES	Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 1 sheets							

CERTIFICATE No: 32094439 DATE: 12/10/2015

PLANNING CERTIFICATE

Client: Maddocks
DX: 259 Melbourne

Matter Ref: DMH:6600260
Vendor: KEO WALETA PROPERTY
(GLEN IRIS) PTY LTD
Purchaser:

Subject Property: 1693-1699 MALVERN ROAD GLEN IRIS VIC 3146

Title Particulars: Vol 9977 Fol 426; Vol 8290 Fol 994

Municipality: STONNINGTON

Planning Scheme: STONNINGTON PLANNING SCHEME

Responsible Authority for administering and enforcing the Scheme: STONNINGTON CITY COUNCIL

Zone: GENERAL RESIDENTIAL ZONE - SCHEDULE 7

Abuttal to a Road Zone or a Public Acquisition Overlay for a Proposed Road or Road Widening: ABUTS A ROAD ZONE - CATEGORY 1 (MALVERN ROAD)

Design and Development Overlay: Not Applicable

Development Contributions Plan Overlay: Not Applicable

Development Plan Overlay: Not Applicable

Environmental Audit Overlay: Not Applicable

Environmental Significance Overlay: Not Applicable

Heritage Overlay: Not Applicable

Public Acquisition Overlay: Not Applicable

Significant Landscape Overlay: Not Applicable

Special Building Overlay: Not Applicable

Vegetation Protection Overlay: Not Applicable

Other Overlays: Not Applicable

Proposed Planning Scheme Amendments: STONNINGTON C177 PROPOSES TO INTRODUCE THE ENVIRONMENTAL SUSTAINABLE DESIGN LOCAL POLICY - PLANNING SCHEME CLAUSE 22.22

Additional Notes: Not Applicable

The information source for each entry on this certificate has been checked and if shown as Not Applicable does not apply to the subject property. In addition to Planning Scheme Zone and Overlay Provisions, Victorian Planning Schemes comprise the State Planning Policy Framework, the Local Planning Policy Framework, Particular Provisions and General Provisions. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the use and development of land.

CERTIFICATE No: 32094439 DATE: 12/10/2015

PLANNING CERTIFICATE

MAP Image
Not Available
For This Property

Please Quote Property No. 2 0 1 9 8

LAND INFORMATION CERTIFICATE (Section 229 Local Government Act, 1989)
and
VALUATION CERTIFICATE (Section 13DJ Valuation of Land Act 1960)

Property No: 20198
Reference: DMH:1693 Malvern Rd
Agent Reference: 33982342:56317129
Issue Date: 11/01/2016

Cert No: wLIS03233/16
Receipt No: Not Applicable
Page No: 1 of 3

SAI Global Property Division Pty Ltd (Lic)
Accounts Payable
GPO Box 5420
SYDNEY NSW 2001

Ratepayer (as recorded by Council):
In accordance with the provisions of the Information
privacy act 2000 ownership details are not displayed

Property Address: 1693-1695 Malvern Road GLEN IRIS VIC 3146

Title Particulars: Lot 1 TP 126492 Vol 9977 Fol 426

Capital Improved Value: \$1480000
Site Value: \$1400000
Net Annual Value: \$74000

Level Value Date: 1/07/2014
Valuation Date: 1/01/2014

This certificate provides information regarding valuation, rates, charges, other monies and any orders and notices made under the Local Government Act, 1958, Local Government Act, 1989 or any local law or by-law of the Council, and specified flood level by Council (if any) is provided in "good faith". This certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or other relevant authority. A fee may be charged for such information.

LEVY FOR THE YEAR ENDING 30/6/2016	
General Rates	1856.20
Fire Service Levy	231.28
Garbage Charges	425.50
Other Adjustments	0.00
Payment	-1256.98
Rates Subtotal	1256.00
BALANCE OUTSTANDING	1256.00

Interest will accrue on all overdue rates and charges at a rate of 9.5% until paid in full in accordance with Section 172 of the Local Government Act 1989. Please note that any rates not paid by the due date may be subject to legal action without any further notice.

In accordance with Section 175 of the LGA 1989, THE NEW OWNER MUST pay all amounts unpaid by the following dates:

- FULL PAYMENT due by **15/02/2016**
- INSTALMENTS DUE by **30/9/2015, 30/11/2015, 28/2/2016 & 31/5/2016**

Notations regarding subject property:

Planning Permit No 0097/07 -In accordance with Council resolution dated 19 March 2007, regarding an increase of dwellings to this site, the owners and occupiers of the dwelling/s hereby approved are not eligible to receive Resident Parking Permits.

Planning Permit No 149/10 - In accordance with Council resolution dated 19 March 2007, regarding an increase of dwellings to this site, the owners and occupiers of the dwelling/s hereby approved are not eligible to receive Resident Parking Permits. For your reference Planning Permit 149/10 was issued on 30th Jan 2013

In accordance with Council resolution dated 19 March 2007, regarding an increase of dwellings to this site, the owners and occupiers of the dwelling/s hereby approved are not eligible to receive "Resident Parking Permits". For your reference Planning Permit 0355/15 was issued on 30 November 2015.



Service Centres
Cnr Glenferrie Road and High Street, Malvern
Cnr Chapel and Greville Streets, Prahran

PO Box 21 Prahran Victoria 3181
T: 03 8290 1333
F: 03 9521 2255
E: council@stonnington.vic.gov.au
AUSDOC DX 30108
www.stonnington.vic.gov.au

Notices or orders:

For information on notices and/or orders on the land with continuing application under the Local Government Act 1958, Local Government Act 1989 or under a Local Law or By-Law of the Council please contact the Compliance and Response Unit on phone number (03) 8290 1333.

Cultural and Recreational Lands Act 1963.

The potential liability for rates and charges under section four (4) of the Cultural and Recreational Lands Act:

Total Liability: \$Nil

Recovery of money owed to Council by former owner or occupier

Moneys owed under section 227 of the Local Government Act 1989 and for works under the Local Government Act 1958, Section 18 of the Subdivision Act 1988.

Total Liability: \$Nil

Land becoming or ceasing to be rateable land

Potential liability for Land to become rateable under Section 173 or 174A of the Local Government Act 1989:

Total Liability: \$Nil

Private Street/Drainage Schemes – section 163 of the Local Government Act 1989

Private street scheme under the provisions of (within the meaning of section 575(1) of the Local Government Act 1958) that now are prescribed under section 163 of the Local Government Act 1989:

Total liability: \$Nil

(all debts relating to this legislation will be shown under the particulars on the front of the certificate)

Specified Flood Level pursuant to the Building regulations 1994:

NOT in an area liable to flooding

Please contact the City of Stonnington Property Information Officer on phone (03) 8290 3218.

Designated Flood Level:

The authority for designated flood levels has been delegated to: Melbourne Water, Land Development Water Ways & Drainage, Locked Bag 4280, East Richmond VIC 3121 phone (03) 9235 2100.

After the issue of this certificate, Council may be prepared to provide up-to-date verbal information to the applicant about matters disclosed in this certificate. If it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information. Council will require a new certificate to be applied for at the expiry of four (4) months after the date of this Land Information Certificate.

For further information, contact:

Revenue Section



AUTHORISED OFFICER

Please Quote Property No. 7 4 0 2

LAND INFORMATION CERTIFICATE (Section 229 Local Government Act, 1989)
and
VALUATION CERTIFICATE (Section 13DJ Valuation of Land Act 1960)

Property No: 7402
Reference: DMH:6600260
Agent Reference: 33982135:56316988
Issue Date: 11/01/2016

Cert No: wLIS03232/16
Receipt No: Not Applicable
Page No: 1 of 2

SAI Global Property Division Pty Ltd (Lic)
Accounts Payable
GPO Box 5420
SYDNEY NSW 2001

Ratepayer (as recorded by Council):
In accordance with the provisions of the Information
privacy act 2000 ownership details are not displayed

Property Address: 1697-1699 Malvern Road GLEN IRIS VIC 3146

Title Particulars: Lot 1 TP 225003 Vol 8290 Fol 994

Capital Improved Value: \$2120000
Site Value: \$2055000
Net Annual Value: \$106000

Level Value Date: 1/07/2014
Valuation Date: 1/01/2014

This certificate provides information regarding valuation, rates, charges, other monies and any orders and notices made under the Local Government Act, 1958, Local Government Act, 1989 or any local law or by-law of the Council, and specified flood level by Council (if any) is provided in "good faith". This certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or other relevant authority. A fee may be charged for such information.

LEVY FOR THE YEAR ENDING 30/6/2016	
General Rates	2658.90
Fire Service Levy	286.32
Garbage Charges	425.50
Other Adjustments	0.00
Payment	-1684.72
Rates Subtotal	1686.00
BALANCE OUTSTANDING	1686.00

Interest will accrue on all overdue rates and charges at a rate of 9.5% until paid in full in accordance with Section 172 of the Local Government Act 1989. Please note that any rates not paid by the due date may be subject to legal action without any further notice.

In accordance with Section 175 of the LGA 1989, THE NEW OWNER MUST pay all amounts unpaid by the following dates:

- FULL PAYMENT due by **15/02/2016**
- INSTALMENTS DUE by **30/9/2015, 30/11/2015, 28/2/2016 & 31/5/2016**

Notations regarding subject property:

In accordance with Council resolution dated 19 March 2007, regarding an increase of dwellings to this site, the owners and occupiers of the dwelling/s hereby approved are not eligible to receive "Resident Parking Permits". For your reference Planning Permit 0355/15 was issued on 30 November 2015.



Service Centres
Cnr Glenferrie Road and High Street, Malvern
Cnr Chapel and Greville Streets, Prahran

PO Box 21 Prahran Victoria 3181
T: 03 8290 1333
F: 03 9521 2255
E: council@stonnington.vic.gov.au
AUSDOC DX 30108
www.stonnington.vic.gov.au

Notices or orders:

For information on notices and/or orders on the land with continuing application under the Local Government Act 1958, Local Government Act 1989 or under a Local Law or By-Law of the Council please contact the Compliance and Response Unit on phone number (03) 8290 1333.

Cultural and Recreational Lands Act 1963.

The potential liability for rates and charges under section four (4) of the Cultural and Recreational Lands Act:

Total Liability: \$Nil

Recovery of money owed to Council by former owner or occupier

Moneys owed under section 227 of the Local Government Act 1989 and for works under the Local Government Act 1958. Section 18 of the Subdivision Act 1988.

Total Liability: \$Nil

Land becoming or ceasing to be rateable land

Potential liability for Land to become rateable under Section 173 or 174A of the Local Government Act 1989:

Total Liability: \$Nil

Private Street/Drainage Schemes – section 163 of the Local Government Act 1989

Private street scheme under the provisions of (within the meaning of section 575(1) of the Local Government Act 1958) that now are prescribed under section 163 of the Local Government Act 1989:

Total liability: \$Nil

(all debts relating to this legislation will be shown under the particulars on the front of the certificate)

Specified Flood Level pursuant to the Building regulations 1994:

NOT in an area liable to flooding

Please contact the City of Stonnington Property Information Officer on phone (03) 8290 3218.

Designated Flood Level:

The authority for designated flood levels has been delegated to: Melbourne Water, Land Development Water Ways & Drainage, Locked Bag 4280, East Richmond VIC 3121 phone (03) 9235 2100.

After the issue of this certificate, Council may be prepared to provide up-to-date verbal information to the applicant about matters disclosed in this certificate. If it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information. Council will require a new certificate to be applied for at the expiry of four (4) months after the date of this Land Information Certificate.

For further information, contact:
Revenue Section



AUTHORISED OFFICER

11th January 2016

Maddocks via SAI Global Property
SAIGPROPERTY

Dear Maddocks via SAI Global Property,

RE: Application for Water Information Statement


Property Address:	1693-1695 MALVERN ROAD GLEN IRIS 3146
Applicant	Maddocks via SAI Global Property SAIGPROPERTY
Information Statement	30193164
Conveyancing Account Number	2469580000
Your Reference	DMH:1693 Malvern Rd

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Encumbrance Statement
- Melbourne Water Encumbrance Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,



Steve Lennox
General Manager, Billing and Contact Services

Yarra Valley Water Encumbrance

Property Address	1693-1695 MALVERN ROAD GLEN IRIS 3146
------------------	---------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection shaft /27 A.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

Melbourne Water Encumbrance

Property Address	1693-1695 MALVERN ROAD GLEN IRIS 3146
------------------	---------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

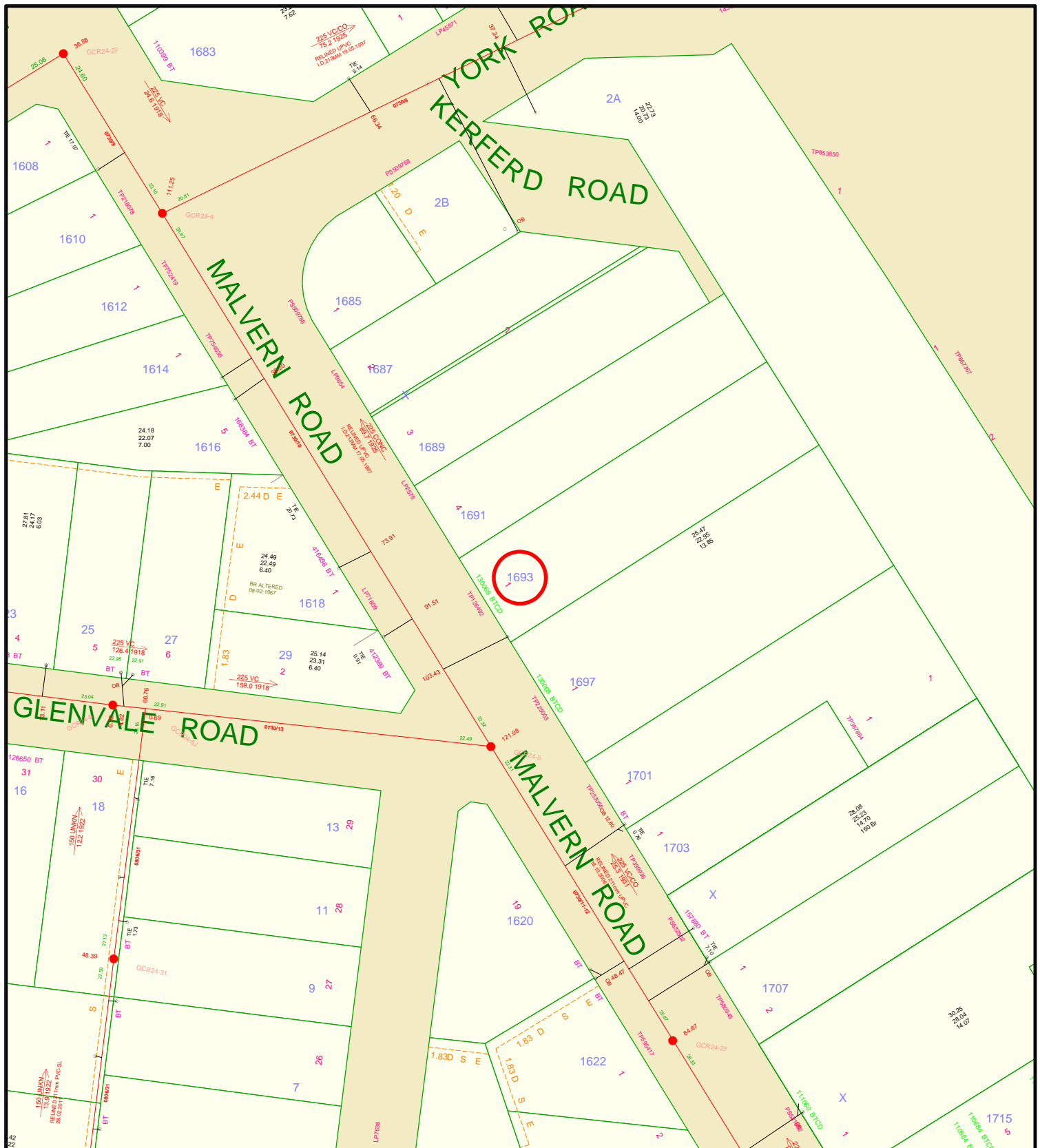
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



Yarra Valley Water
Information
Statement
Number : 30193164

Address 1693-1695 MALVERN ROAD GLEN IRIS 3146

Date 11/01/2016

Scale 1: 1000

ABN 93 066 902 501



	Sewer Pipe Flow		Existing Title
	Sewer		Proposed Title
	Subject Property		Easement
	Access Point No.		

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
- Does not warrant the accuracy or completeness of the information supplied, including , without limitation, the location of Water and Sewer Assets;
- Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
- Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;



Maddocks via SAI Global Property
SAIGPROPERTY
certificates@property.saiglobal.com

RATES CERTIFICATE

Account No: 7455433987
Rate Certificate No: 30193164

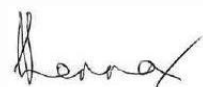
Date of Issue: 11/01/2016
Your Ref: DMH:1693 Malvern Rd

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
1693-1695 MALVERN RD, GLEN IRIS VIC 3146	1\TP126492	1072110	Residential

Agreement Type	Period	Charges	Outstanding
Residential Sewer Service Charge	01-01-2016 to 31-03-2016	\$87.40	\$87.40
Residential Sewer Usage Charge Estimated Average Daily Usage \$0.00	13-07-2015 to 14-10-2015	\$0.00	\$0.00
Residential Water Service Charge	01-01-2016 to 31-03-2016	\$43.42	\$43.42
Residential Water Usage Charge Estimated Average Daily Usage \$0.00	13-07-2015 to 14-10-2015	\$0.00	\$0.00
Parks Fee	01-07-2015 to 30-06-2016	\$72.56	\$0.00
Drainage Fee	01-01-2016 to 31-03-2016	\$23.74	\$23.74
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
Total Arrears			\$0.00
Total Due			\$154.56

Usage - The usage above is the last amount billed to this property. For up to date usage information, please book a special meter reading (SMR) via our Propertyflow system, or contact your agent.



GENERAL MANAGER
BILLING AND CONTACT SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2015 – 30/09/2015 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. Any deferred property debt is included in the arrears figures.

5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
7. From 01/07/2015, Residential Water Usage is billed using the following step pricing system: 262.00 cents per kilolitre for the first 44 kilolitres; 307.39 cents per kilolitre for 44-88 kilolitres and 454.16 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2015, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 212.80 cents per kilolitre



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Please return this remittance with the cheque to:
Yarra Valley Water
GPO Box 2753 Melbourne VIC 3001

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 1072110

Address: 1693-1695 MALVERN RD, GLEN IRIS VIC 3146

Water Information Statement Number: 30193164

Amount Paid:

\$

Please write the cheque amount in this field.

Did you know?

PEXA is a property exchange network that allows secure, online lodgment and Financial Settlement.

Property Land Titles are lodged online at settlement, whilst funds are settled through the Reserve Bank of Australia, meaning that the vendor will usually receive their cleared funds on the same day.

There's no need to wait on the phone for payout figures as transfer and Electronic Notice of Sale documents are transmitted automatically at settlement.

Key benefits for you

- Free to register
- Fast, immediate updates
- Potential to settle in minutes (not days)
- Pre-lodgement verification improves information accuracy
- Conveyancers, banks, legal firms and land registries share information
- No need to physically attend settlement
- Funds settle through the Reserve Bank of Australia

Want to know more or register?

Please visit the PEXA website or contact them directly:

<https://www.pexa.com.au/howpexaworks>

Phone: 1300 084 515 between 7am-10pm AEST/AEDT Monday to Friday excluding national public holidays

Email: support@pexa.com.au

11th January 2016

Maddocks via SAI Global Property
SAIGPROPERTY

Dear Maddocks via SAI Global Property,

RE: Application for Water Information Statement


Property Address:	1697-1699 MALVERN ROAD GLEN IRIS 3146
Applicant	Maddocks via SAI Global Property SAIGPROPERTY
Information Statement	30193140
Conveyancing Account Number	2469580000
Your Reference	DMH:6600260

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Encumbrance Statement
- Melbourne Water Encumbrance Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,



Steve Lennox
General Manager, Billing and Contact Services

Yarra Valley Water Encumbrance

Property Address	1697-1699 MALVERN ROAD GLEN IRIS 3146
------------------	---------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection shaft /27 A.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

Melbourne Water Encumbrance

Property Address	1697-1699 MALVERN ROAD GLEN IRIS 3146
------------------	---------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

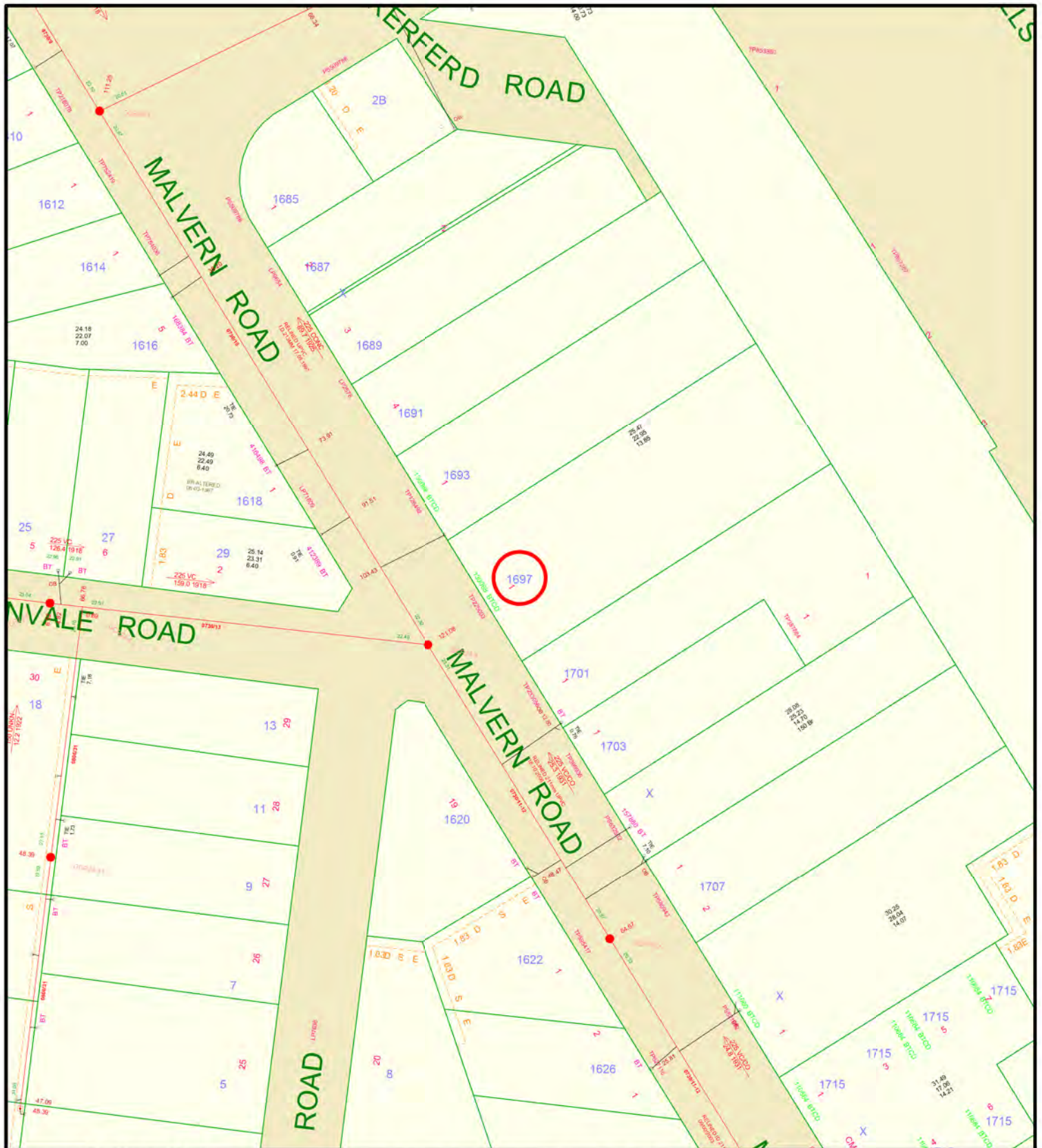
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



Yarra Valley Water Information Statement Number : 30193140

Address 1697-1699 MALVERN ROAD GLEN IRIS 3146

Date 11/01/2016

Scale 1: 1000

ABN 93 066 902 501



	Sewer Pipe Flow		Existing Title
	Sewer		Proposed Title
	Subject Property		Easement
	Access Point No.		

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
- Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
- Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
- Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;



Maddocks via SAI Global Property
SAIGPROPERTY
certificates@property.saiglobal.com

RATES CERTIFICATE

Account No: 9548724044
Rate Certificate No: 30193140

Date of Issue: 11/01/2016
Your Ref: DMH:6600260

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
1697-1699 MALVERN RD, GLEN IRIS VIC 3146	1\TP225003	1072111	Residential

Agreement Type	Period	Charges	Outstanding
Parks Fee	01-07-2015 to 30-06-2016	\$75.04	\$0.00
Drainage Fee	01-01-2016 to 31-03-2016	\$23.74	\$23.74
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
Total Arrears			\$0.00
Total Due			\$23.74

Usage - The usage above is the last amount billed to this property. For up to date usage information, please book a special meter reading (SMR) via our Propertyflow system, or contact your agent.



GENERAL MANAGER
BILLING AND CONTACT SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2015 – 30/09/2015 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. Any deferred property debt is included in the arrears figures.
5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
7. From 01/07/2015, Residential Water Usage is billed using the following step pricing system: 262.00 cents per

kilolitre for the first 44 kilolitres; 307.39 cents per kilolitre for 44-88 kilolitres and 454.16 cents per kilolitre for anything more than 88 kilolitres

8. From 01/07/2015, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 212.80 cents per kilolitre



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Please return this remittance with the cheque to:
Yarra Valley Water
GPO Box 2753 Melbourne VIC 3001

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 1072111

Address: 1697-1699 MALVERN RD, GLEN IRIS VIC 3146

Water Information Statement Number: 30193140

Amount Paid:

\$

Please write the cheque amount in this field.

Did you know?

PEXA is a property exchange network that allows secure, online lodgment and Financial Settlement.

Property Land Titles are lodged online at settlement, whilst funds are settled through the Reserve Bank of Australia, meaning that the vendor will usually receive their cleared funds on the same day.

There's no need to wait on the phone for payout figures as transfer and Electronic Notice of Sale documents are transmitted automatically at settlement.

Key benefits for you

- Free to register
- Fast, immediate updates
- Potential to settle in minutes (not days)
- Pre-lodgement verification improves information accuracy
- Conveyancers, banks, legal firms and land registries share information
- No need to physically attend settlement
- Funds settle through the Reserve Bank of Australia

Want to know more or register?

Please visit the PEXA website or contact them directly:

<https://www.pexa.com.au/howpexaworks>

Phone: 1300 084 515 between 7am-10pm AEST/AEDT Monday to Friday excluding national public holidays

Email: support@pexa.com.au

Land Tax Clearance Certificate

Land Tax Act 2005



MADDOCKS VIA SAI GLOBAL PROPERTY
LEVEL 3, 355 SPENCER ST
WEST MELBOURNE VIC 3003

Your Reference: 33982135:56316989

Certificate No: 92938566

Issue Date: 11 JAN 2016

Enquiries: ESYSPROD

Land Address: 1697 -1699 MALVERN ROAD GLEN IRIS VIC 3146

Land Id	Lot	Plan	Volume	Folio	Taxable Value	Tax Payable
1181568	1	225003	8290	994	\$2,055,000	\$20,944.05

Vendor: KEO WALETA PROPERTY (GLEN IRIS) PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax Details	Year	Proportional Tax	Penalty/Interest	Total
KEO WALETA PROPERETY (GLEN IRIS) PTY LTI	2016	\$20,944.05	\$0.00	\$20,944.05

Arrears of Tax	Year	Proportional Tax	Penalty/Interest	Total
----------------	------	------------------	------------------	-------

Comments: Land Tax will be payable but is not yet due - please see note 5 on reverse.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully. To request an update for this certificate go to:

www.sro.vic.gov.au/certificates

Paul Broderick
Commissioner of State Revenue

TAXABLE VALUE: \$2,055,000

AMOUNT PAYABLE: \$20,944.05

Land Tax Clearance Certificate - Remittance Advice

Certificate No: 92938566

Land ID: 1181568

Amount Payable: \$20,944.05

State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

Please return this section with your payment. For further information refer overleaf.
Do not mark below this line.

<0002094405<0002094405>092938566000<092938566000>424<424>

Notes to certificates under Section 105 of the *Land Tax Act 2005*



Certificate No: 92938566

1. Under Section 96 of the Land Tax Act 2005 (the Act), land tax is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
2. If land tax is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
3. The amount of land tax on this certificate relates to the amount of land tax due and payable as at the date of the application only and not to any future liability or the tax status of the land.
4. A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax.
5. If land tax will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO within 28 days after settlement.
6. If the amount in 3. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from
 - a. the vendor, or
 - b. the purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO within 28 days after settlement.
7. If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
8. If an amount certified is excessively high (for example, because a principal residence concession has not been deducted in calculating the amount) the Commissioner

will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.

9. If no land tax is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
10. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
11. The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax.

For Information Only

SINGLE OWNERSHIP CALCULATION BASED ON A TAXABLE VALUE OF \$2,055,000

Land Tax = \$12,690.00

Calculated as \$9,375 plus (\$2,055,000 - \$1,800,000) multiplied by 1.300 cents.

Further information

Internet	www.sro.vic.gov.au
Email	sro@sro.vic.gov.au (Attn: Land Tax)
Phone	13 21 61 (local call cost)
Fax	03 9628 6853
Mail	State Revenue Office GPO Box 4376 MELBOURNE VIC 3001

Payment options

Make cheque payable to **State Revenue Office, Victoria** marked 'Not Negotiable' and return with the remittance advice to:



Payment by mail:

- State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

Land Tax Clearance Certificate

Land Tax Act 2005



MADDOCKS VIA SAI GLOBAL PROPERTY
LEVEL 3, 355 SPENCER ST
WEST MELBOURNE VIC 3003

Your Reference: 33982342:56317130

Certificate No: 94251376

Issue Date: 27 JAN 2016

Enquiries: NXT0

Land Address: 1693 -1695 MALVERN ROAD GLEN IRIS VIC 3146

Land Id	Lot	Plan	Volume	Folio	Taxable Value	Tax Payable
REFER TO ATTACHMENT						

Vendor: KEO WALETA PROPERTY (GLEN IRIS) PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax Details	Year	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT				

Arrears of Tax	Year	Proportional Tax	Penalty/Interest	Total
----------------	------	------------------	------------------	-------

Comments: Refer to attachment

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully. To request an update for this certificate go to:
www.sro.vic.gov.au/certificates

Paul Broderick
Commissioner of State Revenue

TAXABLE VALUE: \$1,400,000

AMOUNT PAYABLE: \$36,683.45

Land Tax Clearance Certificate - Remittance Advice

Certificate No: 94251376

Land ID: 20174643

Amount Payable: \$36,683.45

State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

Please return this section with your payment. For further information refer overleaf.
Do not mark below this line.

Notes to certificates under Section 105 of the *Land Tax Act 2005*



Certificate No: 94251376

1. Under Section 96 of the Land Tax Act 2005 (the Act), land tax is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
2. If land tax is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
3. The amount of land tax on this certificate relates to the amount of land tax due and payable as at the date of the application only and not to any future liability or the tax status of the land.
4. A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax.
5. If land tax will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO within 28 days after settlement.
6. If the amount in 3. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from
 - a. the vendor, or
 - b. the purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO within 28 days after settlement.
7. If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
8. If an amount certified is excessively high (for example, because a principal residence concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
9. If no land tax is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
10. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
11. The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax.

For Information Only

SINGLE OWNERSHIP CALCULATION BASED ON A TAXABLE VALUE OF \$1,400,000

Land Tax = \$6,175.00

Calculated as \$2,975 plus (\$1,400,000 - \$1,000,000) multiplied by 0.800 cents.

Further information

Internet	www.sro.vic.gov.au
Email	sro@sro.vic.gov.au (Attn: Land Tax)
Phone	13 21 61 (local call cost)
Fax	03 9628 6853
Mail	State Revenue Office GPO Box 4376 MELBOURNE VIC 3001

Payment options

Make cheque payable to **State Revenue Office, Victoria** marked 'Not Negotiable' and return with the remittance advice to:



Payment by mail:

- State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

Land Tax Clearance Certificate

Land Tax Act 2005

Certificate No: 94251376



Land Address: 1693 -1695 MALVERN ROAD GLEN IRIS VIC 3146

Land Id	Lot	Plan	Volume	Folio	Taxable Value	Tax Payable
20174643	1	126492	9977	426	\$1,400,000	\$36,683.45

Assessed Owner	Years	Proportional Tax	Penalty/Interest	Total
KEO WALETA PROPERETY (GLEN IRIS) P1	2016	\$14,268.45	\$0.00	\$14,268.45
1695 MALVERN ROAD TRUST	2015	\$11,138.00	\$0.00	\$4,963.00
1695 MALVERN ROAD TRUST	2014	\$9,657.50	\$0.00	\$4,490.50
1695 MALVERN ROAD TRUST	2013	\$9,657.50	\$0.00	\$4,490.50
1695 MALVERN ROAD TRUST	2012	\$8,858.50	\$0.00	\$4,235.50
1695 MALVERN ROAD TRUST	2011	\$8,858.50	\$0.00	\$4,235.50

Total Amount Payable for Property: 20174643 \$36,683.45

Comments: Land Tax will be payable but is not yet due - please see note 5 on reverse.

Total: \$1,400,000 \$36,683.45



— City of —
STONNINGTON
BUILDING & LOCAL LAW SERVICES
BUILDING REGULATIONS 2006
REGULATION 326 REQUEST FOR INFORMATION

09 October 2015

Contact: Caelene D'Arcy
Telephone: 8290 3566
Your Ref No: 32094439:53669749
Our Ref No: BD2571/15

SAI Global Property Division Pty Ltd (BIC)
Accounts Payable
GPO Box 5420
SYDNEY NSW 2001

Re: 1693-1695 Malvern Road GLEN IRIS VIC 3146
Property Information under Building Regulations

I refer to your request for information under regulation 326 of the *Building Regulations 2006*.

The fee receipt number is No Receipt Available.

Council advises as follows:

(1)a) Permits and certificates of final inspection recorded issued in the preceding 10 years:

Building permit	Permit Issued Date	Building Work and Surveyor	Certificate of final inspection or Occupancy permit	OP/Final Issued date
25334/20130179	05/03/2013	Demolition of a single storey dwelling John Athanasiou Builde Permits & Inspections	25334/20130179	15/05/2013

b) current statements recorded issued under regulation 502 or 503 of the Building Regulations: Nil.

c) current notices and orders recorded issued under the Building Act: Nil.

The building or land is:

(2)a) NOT in an area liable to flooding within the meaning of regulation 802

- b) not in an area designated under regulation 803 as an area in which buildings are likely to be subject to attack by termites;
- c) not in an area for which a bushfire attack level has been specified in the planning scheme (within the meaning of regulation 811(4));
- d) not in an area determined under regulation 805 to be likely to be subject to significant snowfalls;
- e) not in an area of designated land or works within the meaning of regulation 806.

A handwritten signature in black ink, appearing to read 'Ian Robson', with a long, sweeping horizontal line extending to the right.

Ian Robson
Municipal Building Surveyor

ADVISORY NOTES TO VENDORS AND PURCHASERS

Building Work by Owner-Builders

An owner-builder to whom the provisions Part 9 of the *Building Act 1993* apply (building work carried out under the responsibility of non-practitioners and domestic building work of a value exceeding \$5000), must not enter into a contract to sell the building unless an inspection report from a prescribed building practitioner has been obtained within 6 months of the date of the contract, the report is disclosed to the purchaser, the vendor is covered by the required insurance (if any) and, in the case of a home, the contract sets out the warranties of section 137c of the Building Act.

Swimming Pools

Under Part 7 Division 1 of the Building Regulations 2006 a swimming pool or spa that was installed or approved before 8 April 1991 which is capable of containing more than 300mm depth of water must have a barrier to restrict access by children to the part of that part of the allotment or building containing the swimming pool or spa.

The options for barriers are specified in the Building Regulations. Refer www.stonnington.vic.gov.au/building for more information.

Note: As supervision is a key component in avoiding serious injury or drowning of children, owners must carefully consider how much area of land is allocated to the pool/spa. The decision as to what is part of the allotment and which of the barrier options should apply may change from owner to owner and these matters should be reconsidered at change of ownership.

The Regulations require that all pool barriers must be maintained to operate effectively at all times.

Self Contained Smoke Alarms

Under the Building Regulations all houses and residential units must have self contained smoke alarms complying with AS 3786-1993 installed at or near the ceiling of each storey.

Who is responsible? The owner of the dwelling or unit on and after 1 February 1999. The Municipal Building Surveyor may issue an on-the-spot fine or prosecute any owner of a house or unit in the municipality who has not complied. Refer www.stonnington.vic.gov.au/building for more information.

Automatic Fire Sprinklers in Residential Care Buildings

Under Regulation 708 of the Building Regulations 2006, a building which is a place of residence for persons who need physical assistance in conducting their daily activities and to evacuate the building during an emergency (including any supported residential service, hostel or nursing home as defined in the Health Services Act 1988) is, unless exempted otherwise by the Building Appeals Board, required to have a residential type fire sprinkler system complying with AS 2118.4 - 1995 *Automatic Fire Sprinkler Systems - Residential*. The requirement does not apply to a hospital; a dwelling in which two or more members of the same family and not more than two other persons would ordinarily be resident; or a place of residence where less than 10% of residents need physical assistance in conducting their daily activities and to evacuate the building during an emergency; or a building which was constructed or for which a building approval or building permit was granted prior to 1 August 1997.

Essential Safety Measures (Not Applicable to Houses)

The owner of a building for which an occupancy permit has been issued which lists essential safety measures or to which a maintenance determination has been issued which lists essential safety measures must ensure that an annual essential safety measures report is prepared before each anniversary date of the occupancy permit or maintenance determination and have all annual essential safety measures reports and records of maintenance checks, service and repair work available upon request. For the purchaser of a building to fulfil these requirements the **vendor must supply any maintenance determinations** issued under the Building Regulations to the purchaser. Most buildings (except houses) constructed after 1994 should have determinations.

Buildings Constructed before 1994

Under the Building Regulations 2006, the owner of a building (excluding a house) built before 1 July 1994 is now also required to ensure an annual essential safety measures report is prepared each year. The first report is to be prepared before 13 June 2009.

Occupancy Permits

Occupancy permits for all Class 1b, 2, 3, 5, 6, 7 and 8 buildings constructed after 1 July 1994 and all Class 9 buildings must be displayed in an approved location within the building.

Subdivided Buildings

Under Regulation 503 of the Building Regulations 2006, if a building is subdivided each building resulting from the subdivision must be brought into conformity with the Regulations unless exempted by a statement in writing by the Municipal Building Surveyor or, under some circumstances, a private building surveyor. It is recommended, particularly in the case of recently subdivided buildings, that purchasers clarify that reg 503 has been or will be met.

Further advice and information regarding the above notes may be gained by calling the office of the Municipal Building Surveyor on 8290 3218.

Residential Parking Scheme Exclusion

Residential developments, for which construction commenced on or after the 19 March 2007 and where the number of dwellings on the site is **increased by more than 1**, are excluded from Council's Resident Parking Scheme. Where a property is excluded from the Resident Parking Scheme, no resident will be permitted to obtain any parking permits for the site.

IAN ROBSON

MUNICIPAL BUILDING SURVEYOR

*Building & Local Law Services
Stonnington City Council Prahran Municipal Offices
Corner Chapel and Greville Streets, Prahran*

All Correspondence to: PO Box 21, Prahran Vic 3181

Telephone: 8290 3218 Facsimile: 9521 2255 Ausdoc: DX 30108 Web: www.stonnington.vic.gov.au/building

EPA Priority Sites Register Extract



Client: Maddocks
DX: 259 Melbourne

Client Ref: DMH:6600260
Certificate No: 32094439:53669751

Property Inquiry Details:

Street Address: 1693-1699 Malvern Road
Suburb: GLEN IRIS
Map Reference: Melways Edition 39, Map No:59, Grid Letter: J, Grid Number: 8

Date of Search: 09/10/2015

Priority Sites Register Report:

A search of the Priority Sites Register **for the above map reference**, has indicated that this **site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register** at the date last notified by the EPA.

Important Information about the Priority Sites Register:

You should be aware that the Priority Sites Register lists only those sites for which EPA has requirements for active management of land and groundwater contamination. Appropriate clean up and management of these sites is an EPA priority, and as such, EPA has issued either a: Clean Up Notice pursuant to section 62A, or a Pollution Abatement Notice (related to land and groundwater) pursuant to section 31A or 31B of the Environment Protection Act 1970 on the occupier of the site to require active management of these sites.

The Priority Sites Register does not list all sites that are known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register.

Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. Municipal planning authorities hold information about previous land uses, and it is advisable that such sources of information also be consulted.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA for \$8 per Notice.

For more information relating to the Priority Sites Register, refer to EPA information bulletin: Priority Sites Register (EPA Publication 735, December 2000). For a copy of this publication, copies of relevant Notices, or for more information relating to sites listed on the Priority Sites Register, please contact EPA as given below:

EPA Information Centre
200 Victoria Street, Carlton 3053
Tel: (03) 9695 2722 Fax: (03) 9695 2610

The information contained in this Extract of the Priority Sites Register may not be used for resale or for the preparation of mailing lists or for direct marketing. Any contravention of this notice will result in immediate revocation of access (including future access) to information contained on the Priority Sites Register.

© Environment Protection Authority. This publication is copyright and the information contained within it is confidential to the Environment Protection Authority. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act or pursuant to a written agreement or otherwise for the purposes of processing the property transaction for which the information was acquired.

The Environment Protection Authority does not warrant the accuracy or completeness of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information.

The information contained in this document has been sourced from the Environment Protection Authority who provides the Priority Sites Register information based only on the map reference entered when ordering this extract. Please ensure that you have used the correct edition of the directory and have entered the map reference correctly. SAI Global Property Division Pty Ltd does not warrant the accuracy or completeness of information provided by the EPA and therefore expressly disclaim liability arising from the use of this information.



CERTIFICATE No: 32094439 DATE: 12/10/2015

ROADS CERTIFICATE

Client: Maddocks
DX: 259 Melbourne

Matter Ref: DMH:6600260
Vendor: KEO WALETA PROPERTY
(GLEN IRIS) PTY LTD
Purchaser:

Subject Property: 1693-1699 MALVERN ROAD GLEN IRIS VIC 3146

Title Particulars: Vol 9977 Fol 426; Vol 8290 Fol 994

Municipality: STONNINGTON

Advice of approved VicRoads proposals: VICROADS HAS NO APPROVED PROPOSAL REQUIRING ANY PART OF THE PROPERTY DESCRIBED IN YOUR APPLICATION. YOU ARE ADVISED TO CHECK YOUR LOCAL COUNCIL PLANNING SCHEME REGARDING LAND USE ZONING OF THE PROPERTY AND SURROUNDING AREA.

Refer to the Planning Certificate for details of land reserved in the Planning Scheme for Road Proposals. VicRoads have advised that investigative studies exist which may form part of information provided on VicRoads certificates.

Designated Bushfire Prone Areas

from www.dtpli.vic.gov.au/planning on 09 October 2015 01:05 PM

Address: 1693-1695 MALVERN ROAD GLEN IRIS 3146

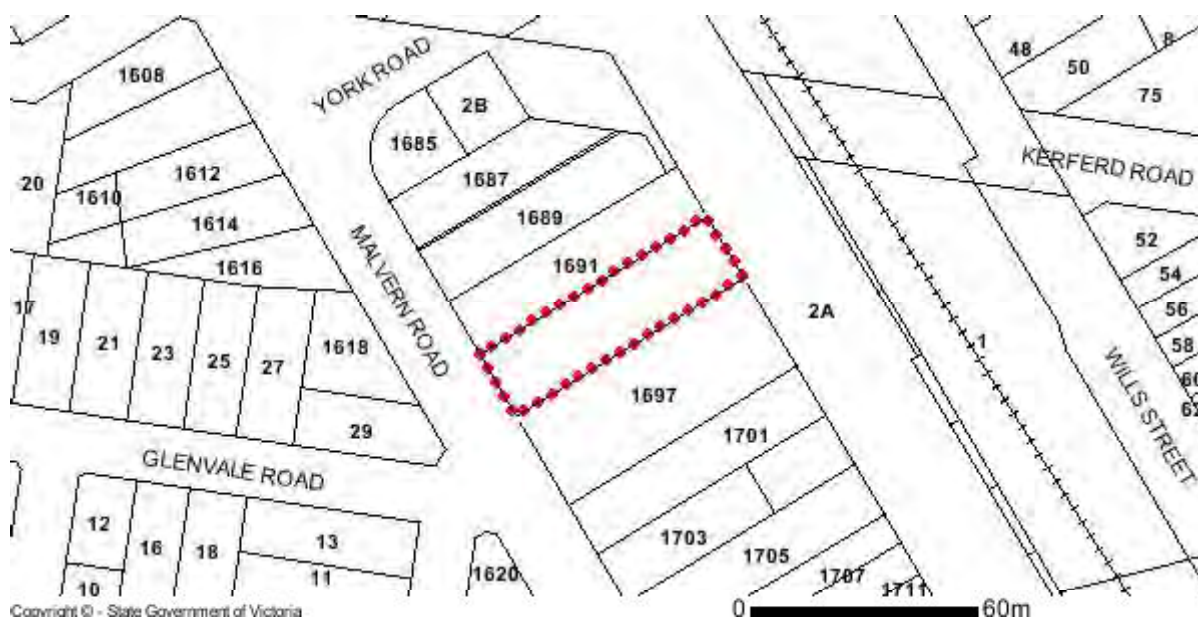
Lot and Plan Number: Lot 1 TP126492

Local Government (Council): STONNINGTON **Council Property Number:** 20198

Directory Reference: Melway 59 J8

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

Designated Bushfire Prone Area Map



Bushfire Prone Area Legend

Bushfire Prone Area Selected Land

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011, as amended by gazette notices on 25 October 2012, 8 August 2013, 30 December 2013, 3 June 2014, 22 October 2014, and 19 August 2015.

The Building Regulations 2006 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

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

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

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

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

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

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

Copyright © - State Government of Victoria

Disclaimer: This content is based on information provided by local government and other sources and is provided for information purposes only. The Victorian Government makes no claim as to the accuracy or authenticity of the content and does not accept any liability to any person for the information provided.

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

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

Designated Bushfire Prone Areas

from www.dtpli.vic.gov.au/planning on 09 October 2015 01:04 PM

Address: 1697-1699 MALVERN ROAD GLEN IRIS 3146

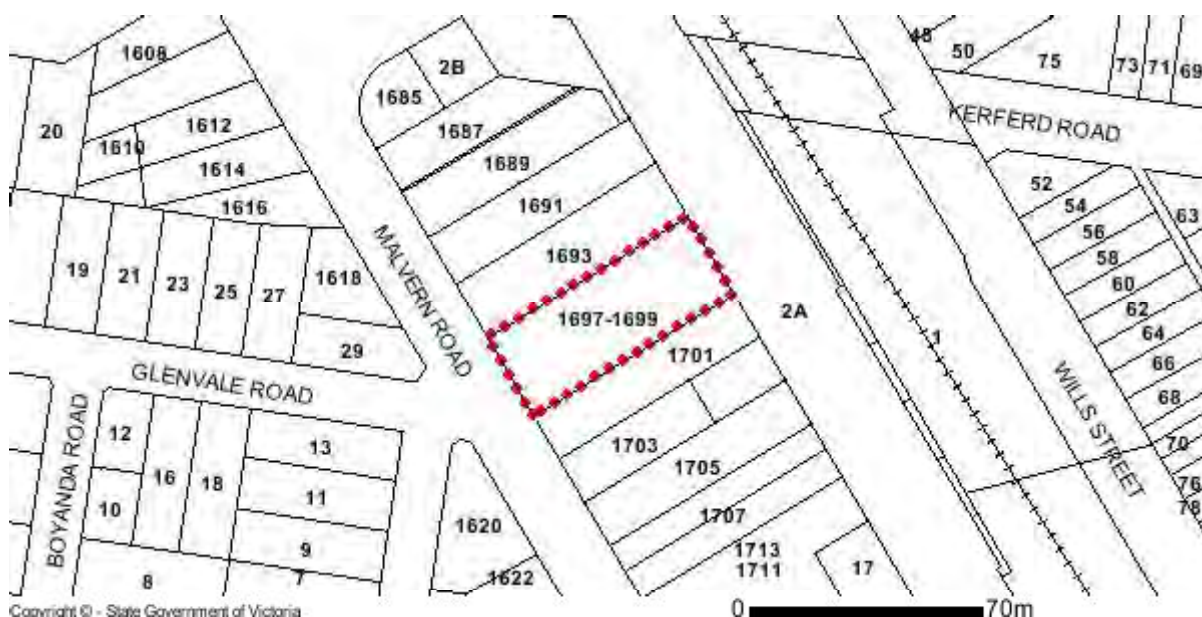
Lot and Plan Number: Lot 1 TP225003

Local Government (Council): STONNINGTON **Council Property Number:** 7402

Directory Reference: Melway 59 J8

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

Designated Bushfire Prone Area Map



Bushfire Prone Area Legend

Bushfire Prone Area Selected Land

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011, as amended by gazette notices on 25 October 2012, 8 August 2013, 30 December 2013, 3 June 2014, 22 October 2014, and 19 August 2015.

The Building Regulations 2006 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

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

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

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

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

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

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

Copyright © - State Government of Victoria

Disclaimer: This content is based on information provided by local government and other sources and is provided for information purposes only. The Victorian Government makes no claim as to the accuracy or authenticity of the content and does not accept any liability to any person for the information provided.

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

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

30 NOV 2015

Contour Consultants Aust Pty Ltd
PO BOX 1040
Carlton VIC 3053

PO Box 21 Prahran Vic 3181
T: 03 8290 1333
F: 03 9521 2255
E: council@stonnington.vic.gov.au
AUSDOC DX 30108

www.stonnington.vic.gov.au

Dear Sir/Madam,

RE: **PLANNING PERMIT NO.:** 0355/15
PROPERTY ADDRESS: 1693 - 1695 & 1697 - 1699 MALVERN ROAD, GLEN IRIS VIC 3146

PLANNING PERMIT

I refer to your application for a planning permit.

Council has received advice from the Victorian Civil and Administrative Tribunal (VCAT) that no appeals have been lodged in respect to the Notice of Decision. Accordingly you have been granted a Planning Permit. Please find enclosed a copy of the Permit which contains certain conditions. It is essential that you are familiar with these conditions before you act on this permit.

If your Planning Permit has a Condition/s that requires anything to be done or submitted to Council before the development starts or use commences then it is important that this occurs before the development or use begins. For example, your Permit may contain conditions that require the submission to Council, of amended plans, landscape plans, tree management/protection plans, patron management plans. There may also be other specific conditions on your Planning Permit. Non-compliance with a condition of a Planning Permit is an offence under the Planning and Environment Act 1987 and substantial penalties may apply.

Council Planning Investigations Officers will conduct inspections of properties that have been issued Planning Permits to ensure that the use and/or development is in accordance with the Planning Permit conditions and any endorsed plans.

The issue of a Planning Permit cannot be taken as Council acceptance of the street/unit numbering as shown on endorsed plans. Council's Valuation Department is responsible for street numbering/addressing, as a separate process. If your application involves new or reallocated street addresses, please contact them directly on 8290 1333 to discuss these matters.

You may also need approval from Council's Building and Local Law Services, Arboriculture or Environmental Health Units. These approvals must be sought before acting on this Planning Permit. If you have any queries, please contact the Building Unit on 8290 3218, the Arboriculture Unit on 8290 2064 and the Health Unit on 8290 3393.

Please read the notes on the back of the permit, which detail the *Application for Review* provisions. You may lodge an *Application for Review* with respect to the conditions in the permit.

Should you have any queries, please contact Robyn Trites Monday to Friday between 8.30am and 5pm on 8290-3414 or rtrites@stonnington.vic.gov.au. Please note however that any letters or plans should be emailed to council@stonnington.vic.gov.au and not the planner directly.

Yours faithfully,



PHIL GUL

Statutory Planning Coordinator

PLANNING PERMIT

Planning Scheme:
Responsible Authority:

Stonnington
City of Stonnington

PLANNING PERMIT NO. 0355/15

ADDRESS OF THE LAND:

1693 - 1695 & 1697 - 1699 MALVERN ROAD, GLEN IRIS VIC 3146

THE PERMIT ALLOWS:


CONSTRUCTION OF A MULTI-DWELLING DEVELOPMENT IN A GENERAL RESIDENTIAL ZONE, ALTERATION OF ACCESS TO A ROAD IN A ROAD ZONE, CATEGORY 1 IN ACCORDANCE WITH THE ENDORSED PLANS AND SUBJECT TO THE FOLLOWING CONDITIONS:

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Before the commencement of the development, three (3) copies of plans drawn to scale and fully dimensioned, must be submitted to and approved by the Responsible Authority. The plans must be generally in accordance with the plans Council date stamped 3 July 2015 and subsequently revised on 15 October 2015 but modified to show:
 - a) TP01 (Landscape Plan), TP02 (Landscape Plan), TP03 (Landscape Plan), TP-103 (General Arrangement Second Floor Plan), TP-104 (Roof Plan) and TP-300 (Sections) updated in accordance with the revised plans (Council date stamped 15 October 2015).
 - b) Location of waste bins.
 - c) Location of solar hot water system.
 - d) Dimensions of the headroom clearance to the garage entrances. The Australian Standards require a minimum clearance height of 2.1 metres.
 - e) Provide fixed horizontal shading to all exposed north facing windows.
 - f) Confirm roof drainage areas to be connected to the rainwater tank as per the STORM report.
 - g) Confirm location, capacity and connection of the rainwater tank as per the STORM report.
 - h) Any changes required by condition 5.
 - i) Any changes required by condition 10.
 - j) Any changes required by condition 25.

All to the satisfaction of the Responsible Authority.
2. The layout of the site and the size, levels, design and location of buildings and works shown on the endorsed plans must not be modified for any reason (unless the Stonnington Planning Scheme specifies that a permit is not required) without the prior written consent of the Responsible Authority.

Date Permit Issued: 30 NOV 2015

Signature for the
Responsible Authority: 

PLANNING PERMIT

Planning Scheme:
Responsible Authority:

Stonnington
City of Stonnington

PLANNING PERMIT NO. 0355/15

Start of VicRoads conditions

3. The crossover and driveway are to be constructed to the satisfaction of the Responsible Authority and at no cost to the Roads Corporation prior to the commencement of the use hereby approved.
4. The edges of the crossover must be angled at 60 degrees, to the satisfaction of the Responsible Authority.
5. Signage is to be used to clearly illustrate exit only and entry only vehicle access points.
6. Prior to the commencement of the use hereby approved, the access lanes, driveways, crossovers and associated works must be provided and available for use and be:
 - a) Formed to such levels and drained so that they can be used in accordance with the plan.
 - b) Treated with an all-weather seal or some other durable surface.
7. Driveways must be maintained in a fit and proper state so as not to compromise the ability of vehicles to enter and exit the site in a safe manner or compromise operational efficiency of the road or public safety (eg. by spilling gravel onto the roadway).
8. The redundant crossover to be removed and the kerb and channel be re-instated to the satisfaction of the Responsible Authority.
9. The proposed development requires the construction and removal of a crossover. Separate approval under the Road Management Act for this activity may be required from VicRoads (the Roads Corporation). Please contact VicRoads prior to commencing any works.

End of VicRoads conditions

10. Concurrent with the endorsement of any plans pursuant to Condition 1 an updated Sustainable Management Plan (SMP) must be submitted to and approved by the Responsible Authority. Upon approval the SMP will be endorsed as part of the planning permit and the development must incorporate the sustainable design initiatives outlined in the SMP to the satisfaction of the Responsible Authority. The SMP must be generally in accordance with the one prepared by Sustainability House dated September 2015 but modified to show:
 - a) A schedule for implementation, and ongoing management, maintenance and monitoring for proposed sustainability initiatives.
 - b) A commitment to 70% recycling of construction waste.

All works must be undertaken in accordance with the endorsed Sustainability Management Plan to the satisfaction of the Responsible Authority. No alterations to the Sustainable

Date Permit Issued: 30 NOV 2015

Signature for the
Responsible Authority: _____



PLANNING PERMIT

Planning Scheme:
Responsible Authority:

Stonnington
City of Stonnington

PLANNING PERMIT NO. 0355/15

Management Plan may occur without written consent of the Responsible Authority.

11. Prior to the occupation of the development approved under this permit, a report from the author of the Sustainability Management Plan, approved pursuant to this permit, or similarly qualified person or company, must be submitted to the Responsible Authority. The report must be to the satisfaction of the Responsible Authority and must confirm that all measures specified in the Sustainability Management Plan have been implemented in accordance with the approved plan.
12. The project must incorporate the Water Sensitive Urban Design initiatives detailed in the endorsed site plan and/or stormwater management report.
13. Prior to the development commencing, a report for the legal point of discharge must be obtained from Council and a drainage design for the development must be prepared by a suitably qualified Engineer in accordance with that report prior to a building permit being issued. The drainage must be constructed in accordance with the Engineer's design.
14. A design for all common areas including the driveway must be prepared by a suitably qualified Engineer and constructed in accordance with that design.
15. The applicant must at their cost provide a stormwater detention system to restrict runoff from the development to no greater than the pre-existing runoff based on a 1 in 20 A.R.I. to the satisfaction of the Responsible Authority (Council's Infrastructure Unit).
16. The level of the footpaths must not be lowered or altered in any way to facilitate access to the site.
17. Undeveloped lots must not be sold or transferred unless with the prior written consent of the Responsible Authority.
18. Prior to the occupation of the building, fixed privacy screens (not adhesive film) designed to limit overlooking as required by Standard B22 of Clause 55.04-6 in accordance with the endorsed plans must be installed to the satisfaction of the Responsible Authority and maintained to the satisfaction of the Responsible Authority thereafter for the life of the building.
19. All utility services to the subject land and buildings approved as part of this permit must be provided underground to the satisfaction of the Responsible Authority by completion of the development.
20. The crossover must be constructed to Council's Standard Vehicle Crossover Guidelines unless otherwise approved by the Responsible Authority. Separate consent for crossovers is required from Council's Building and Local Law Unit.
21. Any poles, service pits or other structures/features on the footpath required to be relocated to

Date Permit Issued: 30 NOV 2015

Signature for the
Responsible Authority: _____



PLANNING PERMIT

Planning Scheme:
Responsible Authority:

Stonnington
City of Stonnington

PLANNING PERMIT NO. 0355/15

facilitate the development must be done so at the cost of the applicant and subject to the relevant authority's consent.

22. Prior to occupation, access for persons with disabilities must be provided in compliance with the Disability Discrimination Act 1992 and such access must be maintained at all times the building is occupied or in use.
23. All plant and equipment (including air-conditioning units) shall be located or screened so as not to be visible from any of the surrounding footpaths and adjoining properties (including from above) and shall be baffled so as to minimise the emission of unreasonable noise to the environment in accordance with Section 48A of the Environment Protection Act 1970 to the satisfaction of the Responsible Authority.
24. Before the occupation of the development, the landscaping works as shown on the endorsed plans must be carried out and completed to the satisfaction of the Responsible Authority. Landscaping must then be maintained to the satisfaction of the Responsible Authority, including that any dead, diseased or damaged plants are to be replaced.
25. Concurrent with the endorsement of development plans a tree management plan prepared by a suitably qualified arborist must be submitted to and approved by the Responsible Authority. When approved, the tree management plan will form part of this permit and all works must be done in accordance with the tree management plan. The tree management plan must detail measures to protect and ensure the viability of the two significant trees on site (*Grevilla robusta* and *Corymbia citriodora*).

Without limiting the generality of the tree management plan it must have at least three sections as follows:

- a) Pre-construction – details to include a tree protection zone, height barrier around the tree protection zone, amount and type of mulch to be placed above the tree protection zone and method of cutting any roots or branches which extend beyond the tree protection zone.
- b) During-construction – details to include watering regime during construction and method of protection of exposed roots.
- c) Post-construction – details to include watering regime and time of final inspection when barrier can be removed and protection works and regime can cease.

Pre-construction works and any root cutting must be inspected and approved by the Parks Unit. Removal of protection works and cessation of the tree management plan must be authorised by the Parks Unit.

26. This permit will expire if one of the following circumstances applies:

- a) The development is not started within two years of the date of this permit.
- b) The development is not completed within four years of the date of this permit.

Date Permit Issued: 30 NOV 2015

Signature for the
Responsible Authority: _____



PLANNING PERMIT

Planning Scheme:
Responsible Authority:

Stonnington
City of Stonnington

PLANNING PERMIT NO. 0355/15

In accordance with Section 69 of the Planning and Environment Act 1987, a request may be submitted to the Responsible Authority within the prescribed timeframes for an extension of the periods referred to in this condition.

NOTES

- This permit does not constitute any authority to carry out any building works or occupy the building or part of the building unless all relevant building permits are obtained.
- The owners and occupiers of the dwelling/s hereby approved are not eligible to receive "Resident Parking Permits".
- Nothing in the permit hereby issued may be construed to allow the removal of, damage to or pruning of any street tree without the further written consent of the Stonnington City Council. Contact the Council Arborists on 8290 1333 for further information.
- At the permit issue date, Section 69 of the Planning and Environment Act 1987 stated that the Responsible Authority may extend the periods referred to if a request is made in writing within the following timeframes:
 - a) Before or within 6 months after the permit expiry date, where the development allowed by the permit has not yet started; and
 - b) Within 12 months after the permit expiry date, where the development allowed by the permit has lawfully started before the permit expires.

Date Permit Issued: 30 NOV 2015

Signature for the
Responsible Authority: 