

Nº1

COMO

PRIVATE RESIDENCES
MALVERN

JAS LDS PTY LTD (ACN 167 303 228)

(‘Vendor’)

and

.....
(‘Purchaser’)

LOT , 1 COMO STREET, MALVERN

(‘Property’)

CONTRACT OF SALE OF REAL ESTATE

IMPORTANT NOTICE TO PURCHASERS OF ‘OFF THE PLAN’ PROPERTIES:

Section 9AA(1A) *Sale of Land Act 1962* provides that:

1. the Purchaser may negotiate with the Vendor about the amount of deposit money payable under the contract, up to 10 per cent of the purchase price; and
2. a substantial period of time may elapse between the day on which the Purchaser signs the contract for sale and the day on which the Purchaser becomes the registered proprietor of the lot; and
3. the value of the lot may change between the day on which the Purchaser signs the contract for sale of that lot and the day on which the Purchaser becomes the registered proprietor.



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MDM:SRF:401193

LANDIS
SINCE 1982

FORM 1

Estate Agents Act 1980

CONTRACT OF SALE OF REAL ESTATE — PARTICULARS OF SALE

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

Property Address: Lot _____, Car Space _____ & Storage Lot _____, 1 Como Street, Malvern

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 in Form 2 of the *Estate Agents (Contracts) Regulations 2008*; and
- Vendor's Statement

and in that order of priority.

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31 Sale of Land Act 1962

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

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

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

EXCEPTIONS

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

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

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 (eg. 'director', 'attorney under power of attorney').....

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

SIGNED BY THE VENDOR on / /20

print name of person signing

state nature of authority if applicable (eg. 'director', 'attorney under power of attorney').....

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

PLEASE EXECUTE CONTRACT ON NEXT PAGE

EXECUTION PAGE

The Day of Sale is the date by which the Vendor has signed this contract.

SIGNED BY THE PURCHASER on the day of 201

SIGNED BY THE PURCHASER – IF PURCHASER IS AN INDIVIDUAL

SIGNED by the Purchaser in the presence of:)

.....
Signature of Witness

.....
Signature of Purchaser

.....
Name of Witness [Please print]

.....
Name of Purchaser [Please print]

SIGNED by the Purchaser in the presence of:)

.....
Signature of Witness

.....
Signature of Purchaser

.....
Name of Witness [Please print]

.....
Name of Purchaser [Please print]

SIGNED by the Purchaser in the presence of:)

.....
Signature of Witness

.....
Signature of Purchaser

.....
Name of Witness [Please print]

.....
Name of Purchaser [Please print]

SIGNED BY THE PURCHASER – IF PURCHASER IS A COMPANY

EXECUTED by)
.....)
.....)
ACN)
in accordance with section 127 of the)
Corporations Act 2001)

.....
Signature of Director

.....
Signature of Director/Company Secretary*
[*Delete as appropriate]

.....
Name [Please print]

.....
Name [Please print]

SIGNED BY THE VENDOR on the day of 201

EXECUTED by JAS LDS PTY LTD (ACN 167)
303 228) in accordance with section 127 of the)
***Corporations Act 2001* by being signed by its)**
sole director and secretary:)

.....
Terry Livanidis

Alternatively:

EXECUTED by JAS LDS PTY LTD (ACN 167)
303 228) by its duly authorized attorney)
.....
pursuant to a Power of Attorney dated)
.....
of which the attorney has not received notice)
of revocation in the presence of:)

.....
Signature of Witness

.....
Name of Witness [Please print]

.....
Signature of Attorney

.....
Name of Attorney

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT:	
VENDOR:	JAS LDS PTY LTD (ACN 167 303 228) of Suite 2, Building 2, 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
VENDOR'S LAWYER:	MORAY & AGNEW LAWYERS of Level 6, 505 Little Collins Street, Melbourne, Victoria, 3000 Ref: MDM:SRF:401193 Tel: +61 3 9600 0877 Fax: +61 3 9600 0894 Email: SFraser@moray.com.au
PURCHASER: <i>Each Purchaser must also complete the Purchaser Information Form Schedule IA or IB (as the case may be)</i>	Name(s): Address: Phone: Email: If more than one purchaser: [Cross <input checked="" type="checkbox"/> only one] <input type="checkbox"/> - as joint tenants; or <input type="checkbox"/> - as tenants in common in the following percentages: - % [Name – please print] [Percentage] - % [Name – please print] [Percentage]
PURCHASER'S LAWYER	Name: Address: Tel: Fax: Email: Ref.:

PROPERTY:	The Land together with any improvements
LAND: Note: <i>The car spaces for Lots C3 to C44 (inclusive) are located in a car stacker.</i>	Lot: Car Space: Storage Lot: on Proposed Plan of Subdivision PS 820771X annexed to the Vendor's Statement being part of the land known as 1 Como Street, Malvern and more particularly described as the land in Plan of Consolidation CP168684E on Certificate of Title Volume 9835 Folio 054.
GOODS:	As set out in Annexure B
INTERIOR COLOUR SCHEME	<p>The Purchaser selects the following interior colour scheme:</p> <input type="checkbox"/> Light Colour Scheme <input type="checkbox"/> Dark Colour Scheme <p>If the Purchaser does not select any of the above, then the Purchaser agrees that the Light Colour Scheme will apply ('Default Colour Scheme').</p>

PAYMENT - All amounts are inclusive of GST	
PRICE: \$	
DEPOSIT: \$	Being 10% of the Total Purchase Price of which \$ _____ has been paid and the balance to be paid by within 14 days of the Day of Sale (Special Condition 4, General Conditions 11 & 12)
BALANCE: \$	payable at Settlement

SETTLEMENT is due 14 days after the Vendor gives notice to the Purchaser of the: • Registration of the Plan of Subdivision; and • the issue of an Occupancy Permit whichever is the later.

LEASES At settlement the purchaser is entitled to vacant possession of the property unless the words ' subject to lease ' appear in this box in which case refer to general condition 1.1. If ' subject to lease ' then particulars of the lease are: Not Applicable If the sale is ' subject to existing mortgage ' then particulars of the mortgage are: Not Applicable	Not Applicable
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GST (General Condition 13) The price includes GST (if any) unless the words 'plus GST' appear in this box	
FARMING 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
MARGIN SCHEME If the margin scheme will be used to calculate GST then add the words ' margin scheme ' in this box	
SPECIAL CONDITIONS This contract does not include any special conditions unless the words ' Special Conditions ' appear in this box	Special Conditions

FURTHER ENCUMBRANCES If the sale is subject to an encumbrance, i.e. other than an existing mortgage, those encumbrances appear in Schedule II of the Particulars of Sale.

FOREIGN INVESTMENT APPROVAL (Special Conditions 5, 7.1(e) and 33)
Is Foreign Investment Approval required for the purchase of the Property: <input type="checkbox"/> YES – FIRB APPROVAL REQUIRED Please complete Schedule IA. Foreign Person <input type="checkbox"/> NO – FIRB APPROVAL <u>NOT</u> REQUIRED Please complete Schedule IB. Non-Foreign Person

The Purchaser acknowledges that it has made the appropriate application pursuant to Special Condition 5. A copy of the Foreign Investment Approval is to be sent to the Vendor's Lawyer by the FIRB Approval Date.

SCHEDULE IA
PURCHASER IDENTIFICATION VERIFICATION AND INFORMATION FORM
FOREIGN PERSON

Individual

If the Purchaser is a natural person who is not ordinarily resident in Australia, a copy of the Purchaser's passport and visa (if applicable) must be provided at the time of signing this Contract and the following box completed:

PASSPORT INFORMATION [Please Print]	NAME:
	NO.:
	EXPIRY:
	COUNTRY OF ORIGIN:

Corporations

If the Purchaser is a corporation, please list all shareholders and directors, their full names and usual residential addresses and the percentage of issues share capital held by each of them:

Shareholders

Shareholder	Passport Details	% Holding
Name: [As set out in passport – Please print] Address:	No: Expiry: Country:	
Name: [As set out in passport – Please print] Address:	No: Expiry: Country:	
Name: [As set out in passport – Please print] Address:	No: Expiry: Country:	

Directors & Secretary

Position	Details	Passport Details
<input type="checkbox"/> Director <input type="checkbox"/> Secretary	Name: <small>[As set out in passport – Please print]</small> Address:	No: Expiry: Country:
<input type="checkbox"/> Director <input type="checkbox"/> Secretary	Name: <small>[As set out in passport – Please print]</small> Address:	No: Expiry: Country:
<input type="checkbox"/> Director <input type="checkbox"/> Secretary	Name: <small>[As set out in passport – Please print]</small> Address:	No: Expiry: Country:

Trusts

If the Purchaser is a trustee of a trust, please provide the following details:

1. Name of the Trust; and
2. Name of each major beneficiary.

2. NAME OF TRUST 3. [PLEASE PRINT]
ABN of Trustee [If applicable]

Beneficiary	Passport Details	% Holding
Name: [As set out in passport – Please print] Address:	No: Expiry: Country:	
Name: [As set out in passport – Please print] Address:	No: Expiry: Country:	
Name: [As set out in passport – Please print] Address:	No: Expiry: Country:	

NOTE: The Purchaser and any natural person signing on behalf of the Purchaser warrants that the answers given in this form are accurate.

SCHEDULE IB
PURCHASER IDENTIFICATION VERIFICATION AND INFORMATION FORM
NON-FOREIGN PERSON

Individual

If the Purchaser is a natural person who is ordinarily resident in Australia, a copy of one of the following photo identification documents must be provided at the time of signing this contract and the following box completed:

AUSTRALIAN DRIVERS LICENCE	NAME:
	STATE:
	NO.:
	EXPIRY:
PASSPORT	NAME:
	NO.:
	EXPIRY:
OTHER DOCUMENT	TYPE:
	NAME:
	NO.:
	EXPIRY:

Corporations

If the Purchaser is a corporation, please list all shareholders and directors, their full names and usual residential addresses and the percentage of issues share capital held by each of them:

Shareholders

Shareholder	Passport Details	% Holding
Name: [As set out in passport – Please print] Address:	No: Expiry: Country:	
Name: [As set out in passport – Please print] Address:	No: Expiry: Country:	
Name: [As set out in passport – Please print] Address:	No: Expiry: Country:	

Directors & Secretary

Position	Details	Passport Details
<input type="checkbox"/> Director <input type="checkbox"/> Secretary	Name: [As set out in passport – Please print] Address:	No: Expiry: Country:
<input type="checkbox"/> Director <input type="checkbox"/> Secretary	Name: [As set out in passport – Please print] Address:	No: Expiry: Country:
<input type="checkbox"/> Director <input type="checkbox"/> Secretary	Name: [As set out in passport – Please print] Address:	No: Expiry: Country:

Trusts

If the Purchaser is a trustee of a trust, please complete the following details:

1. Name of the Trust; and
2. Name of each major beneficiary.

Name of Trust [Please Print]
ABN of Trustee [If applicable]

Beneficiary	Passport Details	% Holding
Name: [As set out in passport – Please print] Address:	No: Expiry: Country:	
Name: [As set out in passport – Please print] Address:	No: Expiry: Country:	
Name: [As set out in passport – Please print] Address:	No: Expiry: Country:	

NOTE: The Purchaser and any natural person signing on behalf of the Purchaser warrants that the answers given in this form are accurate

SCHEDULE II
ENCUMBRANCES TO BE ASSUMED BY THE PURCHASER

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 including but not limited to an agreement under section 173 of the *Planning and Environment Act 1987* including arising out of a condition of any Planning Permit (as amended from time to time);
4. Any restrictions or conditions issued by a Statement of Environmental Audit and/or any notices served under the *Environmental Protection Act 1970*;
5. Easements of drainage and sewerage which are created, indirectly without limitation any easements created by section 528(2)E or the *Local Government Act 1958*;
6. 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;
7. The Owners Corporation Rules; and
8. Any 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

1. ENCUMBRANCES

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

2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the *Estate Agents (Contracts) Regulations 2008* for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.4 and 2.5 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.4 and 2.5 are subject to any contrary provisions in this contract and disclosures in the section 32 Statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of the Act.
- 2.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

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

4. SERVICES

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

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under general condition 7.2, the purchaser must:
 - (a) only use the vendor's date of birth for the purposes specified in general 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 any personal property:

- (a) that:
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5,000.00 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
- (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

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

- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
- (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

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

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

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

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

- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor:
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay;

as though the purchaser was in default.

- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDER WARRANTY INSURANCE

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

9. GENERAL LAW LAND

- 9.1 This condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

- 9.5 The contract will be at an end if:

- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. SETTLEMENT

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and

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

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

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

11.4 At settlement, payments may be made or tendered:

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

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

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

12. STAKEHOLDING

12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.

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

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

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is '*plus GST*'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a '*farming business*' is carried on and the supply (or a part of it) does not satisfy the requirements of sections 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply (or part of it) does not satisfy the requirements of sections 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is '*plus GST*'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a '*farming business*' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a '*going concern*':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a '*margin scheme*' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:

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

14. LOAN

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

15. ADJUSTMENTS

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

TRANSACTIONAL

16. TIME

- 16.1 Time is of the essence of this contract.

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

17. SERVICE

17.1 Any document sent by

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

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

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- (d) by email.

17.3 This general condition applies to the service of any demand, notice or document by 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 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 general condition 23.2(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 \$5,000.00 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 notice being given:
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. DEFAULT NOT REMEDIED

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
 - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

SPECIAL CONDITIONS

1. DEFINITIONS

1.1 Definitions

The following words have these meaning in this Contract unless the contrary intention appears or the context otherwise requires:

Additional Restrictions includes all easements, encumbrances, rights, privileges, restrictions on use, heritage listing or permits, covenants, dedications of land, agreements (including the entering into of any agreement under section 173 of the *Planning & Environment Act 1987* including as contemplated by Special Condition 23), leases, licences, other occupation rights and arrangements relating to all or part of the land comprised in the Development which are:

- (a) required by a Governmental Agency;
- (b) required by a condition of a Planning Permit;
- (c) reasonably and properly required for the Development; or
- (d) required by NBN Co Limited.

ADI means an approved deposit-taking institution as defined in the *Banking Act 1958*.

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Balance or means the amount described as the balance of the Price in the Particulars of Sale.

Bank means:

- (a) an Australian-owned bank;
- (b) a foreign subsidiary bank; or
- (c) a branch of a foreign owned 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 given by a Bank subject to Special Condition 4.3.

Building means the building constructed on the Site in accordance with the Building Plans.

Builder means a builder who is registered as a builder under the Building Act and appointed by the Vendor to carry out the Building Works

Building Act means the *Building Act 1993* (as amended from time to time).

Building Contract means the major domestic building contract complying with the requirements of the DBC Act under which the Builder will construct the Building.

Building Plans means the floor plans and elevations attached to this Contract in Annexure A (as may be varied from time to time).

Building Works or works means substantially the design, building and construction works to be carried out to construct the Building and the lots in accordance with the Building Plans.

Business Day means a day on which trading banks are open for business in the City of Melbourne but excluding Saturday and Sunday.

Checklist means the due diligence checklist attached at Schedule 3

Claim(s) means any claim, action, proceeding, judgment, damage, penalty, loss, cost, expense or liability however incurred or suffered or brought or made or recovered against any person however arising (whether or not presently ascertained, immediate, future or contingent or in the nature of incidental, special, exemplary or consequential damages) including but not limited to loss of profits or revenue, interference with business operations or loss of tenants, lenders, investors or buyers or inability to use the Land;

Common Property means any common property that may be created by the registration of the Plan.

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

Day of Sale means that day on which this Contract is executed by the Vendor.

DBC Act means the *Domestic Building Contracts Act 1995*.

Deed of Novation means a deed effecting a novation of this Contract substantially in the form attached at Schedule 1 of this Contract and otherwise as altered, prepared and completed as reasonably determined by the Vendor and by the Vendor's Lawyer naming a purchaser of the Development as the New Vendor.

Default Colour Scheme means the default colour scheme stated in the Particulars of Sale.

Deposit means the sum stated in the Particulars of Sale.

Development means the proposed development of the Site generally in accordance with the Planning Permit and the Building Plans and the Specifications (subject to any variations or amendments which may be made under the Contract).

Electronic Settlement means settlement of a conveyance transaction by the use of an Electronic Lodgement Network within the meaning of the ECNL operated by an ELNO.

ECNL means the Electronic Conveyancing National Law Victoria.

ELNO means the Electronic Lodgement Network Operator within the meaning of the ECNL.

FATA means the *Foreign Acquisitions & Takeovers Act 1975*.

FIRB means the Treasurer of the Commonwealth of Australia under the FATA.

FIRB Application means an application for the FIRB Approval.

FIRB Approval means approval granted by the FIRB to the purchase of the Lot.

Foreign Person means a '*Foreign Person*' as defined in FATA.

Goods means the goods and Specifications, if any, sold as part of the Property under this Contract as set out in Annexure B.

Government Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

GST means a goods and services tax within the meaning of the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* as amended.

Guarantee means a guarantee in the form of the guarantee attached at Schedule 2 of this Contract.

Interest means interest accrued on the Deposit, if any.

Land means the land described in the Particulars of Sale.

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

Lot means the lot number specified in the Particulars of Sale.

lot/ lots means a lot or lots on the Plan of Subdivision.

Month means a calendar month.

New Vendor means the purchaser of the Development named in the Deed of Novation.

Occupancy Permit or Certificate of Final Inspection means an occupancy permit or certificate of final inspection issued under the Building Act.

Outgoings means all rates, taxes, assessments, fees and other outgoings and includes land tax on a multiple holding basis, levies, fire insurance premiums, Owners Corporation fees or insurance premiums or other expenses levied in respect of the Property but excludes 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 27.10 which are the responsibility of the Purchaser.

Owners Corporation Act means the *Owners Corporation Act 2006*.

Owners Corporation means the owners corporation or owners corporations (as the case may be) of which, on the Registration of the Plan of Subdivision, the owner of the Land will be a member.

Owners Corporation Regulations means the *Owners Corporation Regulations 2007*.

Owners Corporation Rules means owners corporation rules which are or are contemplated to be adopted by the Owners Corporation from time to time, and any proposed owners corporation rules as set out in Annexure C, including, without limitation, any subsequent amendments, additions or variations.

Party Entitled to the Interest means the Vendor.

Personal Information means personal information as defined in Privacy Act.

Plan or Plan of Subdivision means the Plan of Subdivision PS 820771X annexed to the Vendor's Statement and includes any amendments or alterations made to the plan from time to time and, on Registration, means the plan in the form in which it is registered.

Planning Permit means:

- (a) the planning permit attached to the Vendor's Statement; or
- (b) any planning permit that is required to be obtained under the Planning Scheme for the Development and the Building;

and as may be amended by the Vendor, in its absolute discretion and in accordance with Special Condition 22.

Planning Scheme means the Stonnington Planning Scheme.

PPSR means the *Personal Property Securities Act 2009* (Cth).

PPSR Release means:

- (a) release from the secured party releasing the property from the security interest;
- (b) a release from the secured party releasing the property from the security interest;
- (c) a statement in writing in accordance with section 275(1)(b) of the PPSR setting out that the amount or obligation that is secured is nil at settlement; or
- (d) a written approval or correction in accordance with section 275(1)(c) of the PPSR 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.

Privacy Act means the *Privacy Act 1988* (Cth).

Property means the Lot and the Goods sold under this Contract.

Purchaser Identification Verification means the Purchaser Identification Verification in Schedule IA or IB of the Particulars of Sale, as the case may be.

Purchase Price or Price means the price set out in the Particulars of Sale.

Registrar means the Registrar of Titles of Victoria.

Registration means the registration of the Plan of Subdivision by the Registrar.

Registration Date means the date being 36 months after the Day of Sale.

s173 Agreement means an agreement under section 173 of the *Planning & Environment Act* 1987.

Settlement means the day on which settlement of this Contract takes place and the Balance is paid to the Vendor.

Settlement Date means the day on which the payment of the Balance is due according to the Particulars of Sale.

Site means all the land known as 1 Como Street, Malvern, Victoria more particularly described as the land in Plan of Consolidation CP168684E on Certificate of Title Volume 9835 Folio 054 and any adjoining and surrounding land, whether already developed, or to be developed by either the Vendor or any other party, or which the Vendor may acquire for use in connection with the Development.

SLA means the *Sale of Land Act* 1962.

Specifications means the goods and specifications, if any, sold as part of the Property under this Contract as set out in Annexure B (as may be varied from time to time).

Stakeholder means stakeholder as defined in Division 3, section 24(1) of the SLA.

Subdivision Act means the *Subdivision Act* 1988.

TLA means the *Transfer of Land Act* 1958.

Transfer of Land means the instrument of transfer of land to the Purchaser (or nominee, if applicable).

Vendor's Agent means the Vendor's Agent as prescribed in the Particulars of Sale.

Vendor's Lawyer means Moray & Agnew Lawyers of Level 6, 505 Little Collins Street, Melbourne VIC 3000.

Vendor's Statement means the statement made by the Vendor under section 32 of the SLA a copy of which forms part of this Contract and is attached as Annexure E.

1.2 Interpretation

In this Contract unless the contrary intention appears or the context otherwise requires:

- (a) Words importing the singular include the plural and vice versa;
- (b) Words importing a gender include any gender;
- (c) An obligation of two or more parties shall bind them jointly and severally;
- (d) If a word or phrase is defined, cognate words and phrases have corresponding definitions;
- (e) A reference to a person includes an Owners Corporation, a firm, a natural person, an unincorporated association, or a Government Authority;
- (f) A reference to a person includes a reference to the person's legal personal representatives, successors, and permitted substitutes and assigns; and
- (g) A reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

1.3 Incorporated Definitions

A word or phrase (other than one defined in Special Condition 1.1) specified in the Particulars of Sale has the same meaning in this Contract.

1.4 Inconsistencies

If a Special Condition is inconsistent with a General Condition, the Special Condition prevails.

2. GENERAL CONDITIONS

2.1 Amendment to General Conditions

- (a) General Conditions 1.2, 2.5, 2.7, 3.1, 3.2, 5, 8, 9, 11.4(a), 15.2(b), 20, 22, 23, 24.2 to 24.6 (inclusive) and 25 do not apply to this Contract.
- (b) General Condition 11.6 is amended by deleting the word '*three*' in the first line and replacing it with the word '*six*'.
- (c) General Condition 12.4 is added:

'Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.'

- (d) General Condition 13 is amended as follows:

- (i) The following words are inserted at the end of General Condition 13.2:

'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.'

- (ii) Delete the period at the end of General Condition 13.6 and add the following words:

', unless the Vendor notifies the Purchaser in writing that the margin scheme does not apply to this contract.'

- (iii) The following new sub-paragraph is added to General Condition 13.8:

'any term used in this General Condition has the meaning given in the GST Act.'

- (iv) The following new sub clauses are added as General Condition 13.9 and General Condition 13.10:

'13.9 Despite any other provision in 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.'

- (e) General Condition 16.1 is deleted and replaced by the insertion of the following:

'Unless a contrary intention appears in relation to any time expressed in this Contract, time shall be and will remain of the essence of this Contract notwithstanding any waiver given or indulgence granted by the Vendor to the Purchaser.'

- (f) General Condition 28.1 is amended by the insertion of the wording 'Subject to the Sale of Land Act 1962' at the commencement of the General Condition.

- (g) Add further General Condition 17.4:

'Any document that is in the form of paper, an article or other material that is required to be produced by the Vendor under this Contract is taken by the Purchaser to have been met if the Vendor produces, by means of an electronic communication, an electronic form of the document that it is

accessible by the Purchaser by means of an electronic portal/file and the Purchaser consents to the production by means of an electronic communication of an electronic form of the document in the manner described in this clause.'

2.2 Special Conditions take precedence

The general conditions apply as amended by Special Condition 2.1. The Special Conditions take precedence over the general conditions.

3. ACKNOWLEDGEMENT BY THE PURCHASER

3.1 Whole Contract

The Purchaser acknowledges that the Purchaser does not rely upon any warranty or representation made by the Vendor, any agent of or any other person on behalf of the Vendor, except those set out in the Contract, but has relied entirely upon the Purchaser's own enquiries and inspection of the Lot, the Property and the Land.

3.2 Receipt of documents

The Purchaser acknowledges receiving the following documents prior to signing any document relating to this Contract:

- (a) a copy of this Contract and the Checklist;
- (b) the Vendor's Statement annexed as Annexure E to this Contract. The Vendor gives notice and the Purchaser acknowledges that the amounts provided under the financial matters in the Vendor's Statement may vary from the day of execution of this Contract to the Settlement Date of the Contract.

4. DEPOSIT

4.1 Deposit Monies

- (a) The Deposit must be paid in accordance with section 9AA(1)(a)(i) of the SLA to the Vendor's Lawyer, to be held on trust for the Purchaser until Registration of the Plan, after which it will be held as stakeholder in accordance with the SLA, either by:
 - (i) a cheque made payable to the Vendor's Lawyer or Vendor's Agent ; or
 - (ii) Bank Guarantee provided in accordance with Special Condition 4.3 and to be held by the Vendor's Lawyers.
- (b) Upon:
 - (i) Settlement occurring under this Contract; or
 - (ii) rescission of this Contract as a result of a default by the Purchaser;

the Vendor will be immediately entitled to the Deposit in the Vendor's own right.

- (b) The Purchaser pays the Deposit as part of the Price and as reasonable and equitable security for performance of its obligations under this Contract. Any part of the Deposit that is specified as being due and payable on a date that is after the day that this Contract is rescinded, as a result of default by the Purchaser, becomes immediately due and payable on the day that this Contract is rescinded.
- (c) Without prejudice to the Vendor's rights under Special Condition 13.2(c), if this Contract is rescinded lawfully as a result of a default by the Vendor or pursuant to sections 9AC or 9AE or 9AH of the SLA or Special Conditions 8.2(a) or 8.3(a), the Purchaser will be immediately entitled to be repaid the Deposit and the Interest (if any) (less costs, duties and expenses incurred on the investment) and all other moneys paid by the Purchaser under this Contract except for any money paid by the Purchaser as an occupation fee for any time during which the Purchaser was in actual occupation of the Property.

4.2 Investment of Deposit

- (a) The Vendor and Purchaser authorise the Vendor's Lawyer to, at its discretion, lodge the Deposit either:
 - (i) with an ADI as an unsecured deposit in the name of the Vendor's Lawyer in a controlled money account authorised by the *Legal Profession Act 2004*; or
 - (ii) in the general trust account of the Vendor's Lawyer.
- (b) The Interest (less any costs, duties and expenses incurred on the investment) shall be to the sole benefit of the Party Entitled to the Interest.
- (c) Notwithstanding Special Condition 4.2, if the Purchaser does not comply with its obligations under this Contract or does not settle this Contract on Settlement Date or if the Vendor terminates or rescinds this Contract due to the Purchaser's default, then the Vendor is entitled to the Interest.
- (d) In the event that the Purchaser is entitled to the whole or any portion of the Interest (less any costs, duties and expenses incurred on the investment) and the Vendor's Lawyer chooses to invest the Deposit, the Purchaser must give the Purchaser's tax file number to the Vendor's Lawyer within 30 days from the Day of Sale.
- (e) If the Purchaser does not give the tax file number, pursuant to Special Condition 4.2(d), the Purchaser:
 - (i) acknowledges that a higher tax rate may apply to the Interest and will be deducted from the Interest; and
 - (ii) indemnifies the Vendor and the Vendor's Lawyers against any loss, damage, cost, expense, claim or demand that may be brought against the Vendor or

which the Vendor may pay, sustain or incur in relation to any tax payable because of the Purchaser's failure to give the Purchaser's tax file number.

- (f) The Purchaser releases the Vendor and the Vendor's Lawyer from any claim concerning the investment of the Deposit and any tax payable on any Interest.

4.3 Bank Guarantee

- (a) The Vendor may in its sole discretion permit the Purchaser to secure the Deposit either in part or whole by a Bank Guarantee. The Purchaser must prior to signing this Contract obtain the consent of the Vendor that the Bank Guarantee will be accepted as Deposit (or part thereof) and if accepted, the Purchaser must deliver the Bank Guarantee, and if there is a cash component to be made by the Purchaser, the cash component, to the Vendor's Lawyer within 14 days after the Day of Sale.
- (b) Subject to Special Condition 4.3(a) where the Deposit is to be provided by Bank Guarantee:
- (i) the Purchaser must provide a Bank Guarantee to the Vendor's Lawyer (to be held by them in accordance with section 9AA(1)(a)(i) of the SLA) within 14 days after the Day of Sale;
 - (ii) the Beneficiary in the Bank Guarantee must be the Vendor's Lawyer and read '*the Partners of the firm trading as Moray & Agnew Lawyers, Melbourne*';
(iii) must be provided by ADI and be irrevocable and unconditional and not have an expiry date; and
 - (iv) the Bank Guarantee must be in paper form.
- (c) If the Purchaser does not provide the Bank Guarantee within 14 days after the Day of Sale, and does not otherwise provide the Deposit within that time, the Vendor:
- (i) may terminate this Contract by notice to the Purchaser;
 - (ii) shall be entitled to recover the Deposit from the Purchaser as a liquidated debt; and
 - (iii) if the Vendor does not terminate this Contract at the time of recovery of the amount referred to in Special Condition 4.3(c)(ii), the amount recovered must be paid directly to the Vendor's Lawyer to be held as the Deposit in accordance with Special Condition 4.1(a).
- (d) If the Bank Guarantee is unenforceable for any reason, or the rating of the ADI providing the Bank Guarantee falls below Standard and Poor's 'AA' financial rating ('**Minimum Rating**') as published from time to time the Purchaser must replace the Bank Guarantee or pay the Bank Guarantee amount in cash or by bank cheque (to the person nominated under Special Condition 4.1(a) within 14 days of becoming aware of, or being notified by the Vendor that the ADI providing the Bank Guarantee

no longer has the Minimum Rating. If the Purchaser does not comply with this Special Condition within the 14 day period (time being of the essence) then the Vendor may call upon the Bank Guarantee currently in the Vendor's possession and convert the same into cash to be held by the Vendor's Lawyer in accordance with Special Condition 4.1(a).

- (e) It is an essential term of this Contract that where the Vendor agrees to accept a Bank Guarantee in full or partial payment of the Deposit the Bank Guarantee will be in favour of the Vendor's Lawyer. Under no circumstances will the Vendor accept nor be required to accept the Bank Guarantee made in favour of the Vendor and the provision of such a Bank Guarantee by the Purchaser will be deemed to be non-payment of the Deposit under the Contract.
- (f) It is an essential term of this Contract that at Settlement, the Purchaser must tender the full amount of the Purchase Price (less any cash component paid as Deposit and plus or minus any adjustments) by way of bank cheque or bank cheques as directed by the Vendor and the Bank Guarantee to the extent that one has been provided and has not been previously called upon under any provision of this Contract as full payment or partial payment of the Deposit, will be returned to the Purchaser by way of exchange at Settlement.
- (g) If the Vendor rescinds this Contract on the default of the Purchaser, the Vendor may call on the Bank Guarantee and the proceeds will be paid to the Vendor in the Vendor's own right absolutely.

4.4 Assignment of Bank Guarantee

If the Vendor assigns the Vendor's right and obligations under this Contract to another party, the Purchaser must do whatever is necessary to give the other party the benefit of any Bank Guarantee provided by the Purchaser to the Vendor under this Contract. This includes the Purchaser providing:

- (a) any necessary consent to allow a transfer of the Bank Guarantee to the other party; or
- (b) a replacement Bank Guarantee in the name of the other party, as directed by the Vendor.

5. FIRB APPROVAL

5.1 Warranty

- (a) The Purchaser warrants that all the information contained under the subheading 'Foreign Investment Approval' of the Particulars of Sale and in Schedules IA or IB of the Particulars of Sale (as the case may be) is true and accurate.
- (b) Unless Special Condition 5.2 applies, the Purchaser warrants that the FIRB Approval is not required for the purchase of the Lot

5.2 Foreign Person

- (a) This Special Conditions 5.2(b) to 5.2(h) only applies if the Purchaser is a Foreign Person.
- (b) If the Purchaser is a Foreign Person, this Contract is conditional upon the Purchaser obtaining FIRB Approval within 45 days from the Day of Sale ('**FIRB Approval Date**').
- (c) The Purchaser must lodge the FIRB Application with FIRB for its approval within 5 Business Days of the Day of Sale and must pursue the FIRB Application diligently.
- (d) If the FIRB Application is being made by the Purchaser's Lawyer, the Purchaser warrants to the Vendor that:
 - (i) the Purchaser has disclosed all information necessary for the FIRB Application to the Purchaser's Lawyer; and
 - (ii) the Purchaser's Lawyer has advised the Purchaser that the Purchaser is likely to obtain Purchaser FIRB Approval.
- (e) The Purchaser must keep the Vendor's Lawyer fully informed of the progress of the FIRB Application and in particular it must, within 3 Business Days after receiving Purchaser FIRB Approval, refusal of the FIRB Application, or other communication from FIRB:
 - (i) notify the Vendor's Lawyer in writing of the consent, refusal or other communication; and
 - (ii) give the Vendor's Lawyer a copy of the consent, refusal or other communication, or full particulars in writing if the consent, refusal or other communication is given orally.
- (f) The condition in Special Condition 5.2(e) is regarded as satisfied 3 Business Days after FIRB Approval is given.
- (g) If FIRB Approval is not obtained by the FIRB Approval Date either party may, by written notice to the other, terminate this Contract and the Deposit or Bank Guarantee paid or otherwise delivered by the Purchaser to the Vendor under this Contract will be refunded or returned (as the case may be) to the Purchaser. The provisions of General Conditions 16.2 and 27 will not apply to this Special Condition 5.2(g).
- (h) The Purchaser agrees to supply to the Vendor when requested the information referred to in Schedule IA of the Particulars of Sale if for any reason whatsoever Schedule IA of the Particulars of Sale is not completed or the required accompanying documentation is not supplied when the Purchaser signs this Contract.

5.3 No reliance

The Purchaser further acknowledges that he or she has not relied upon any representation from the Vendor, its agents, employees or contractors as to the Purchaser's approval exemption status under the FATA.

5.4 Breach of Warranty

- (a) The Purchaser acknowledges that the Vendor is relying upon the Purchaser's warranty contained in Special Condition 5.1 and further acknowledges that should such warranty be untrue in any respect, then the Purchaser will indemnify the Vendor against all loss or damage including any consequential loss which the Vendor may suffer as a consequence of the Vendor having relied upon the Purchaser's warranty when entering into this Contract.
- (b) If this Contract does not proceed to settlement as a consequence of the Purchaser's breach of the warranty contained in Special Condition 5.1 the Deposit paid by the Purchaser may be forfeited to the Vendor to compensate the Vendor for any loss or damage as set out in Special Condition 5.4(a). If the amount of the Deposit is not sufficient to cover the loss or damage set in Special Condition 5.4(a) then the Vendor reserves all its rights to further pursue the Purchaser for the full extent of any such loss or damage. If the amount of the Deposit is greater than the loss or damage as set out in Special Condition 5.4(a), then the Purchaser agrees that the Vendor will retain an amount representing that loss or damage and the Vendor shall remit to the Purchaser any balance or remaining Deposit.

6. CORPORATE PURCHASER

6.1 Warranties

- (a) If the Purchaser is or includes a corporation or body corporate ('**corporation**') not listed on the Australian Stock Exchange Limited, then:
 - (i) each person who signs this Contract on behalf of that corporation:
 - (A) warrants that he or she is duly authorised to sign this Contract and the Vendor's Statement on behalf of the Purchaser and is not prevented from doing so by any legal or other disability;
 - (B) will be personally liable for the due performance of the Purchaser's obligations under this Contract to the same extent as if the signatory had signed as Purchaser; and
 - (ii) the Purchaser must procure the execution by all directors of the Purchaser of the Guarantee and deliver the duly completed and executed Guarantee to the Vendor's Lawyer on the Day of Sale.
- (b) The Purchaser represents and warrants to the Vendor that:

- (i) if the Purchaser is an Australian corporation, it is duly incorporated under the Corporations Act and, if the Purchaser is a foreign corporation, it is duly incorporated pursuant to the laws of its country of registration/incorporation;
- (ii) the consent or licence of any person or body is not required for the Purchaser to enter into this Contract or to purchase the Property; and
- (iii) the Purchaser is duly empowered to enter into this Contract and is not prevented from entering into this Contract for any reason whatsoever including by reason of any trust, charge or undertaking.

6.2 Failure to guarantee

If the Purchaser fails to produce the Guarantee on the Day of Sale, the Vendor may end this Contract by giving written Notice to the Purchaser with immediate effect upon it being served on the Purchaser.

7. NOMINATION

7.1 Nomination Form

The Purchaser may nominate a substitute Purchaser and may only exercise the Purchaser's rights under general condition 18 if the Purchaser, at least 21 Business Days before the Settlement Date a signed notice nominating an additional or substitute purchaser ('**Deed of Nomination**'), delivers to the Vendor:

- (a) the Deed of Nomination properly completed with all of the relevant details;
- (b) the Deed of Nomination executed by the Purchaser and the nominated purchaser ('**Nominee**');
- (c) a cheque payable by the Nominee to the Vendor's Lawyer for \$385.00 (incl GST) ('**Nomination Fee**'), being their costs for advising the Vendor on compliance with this Special Condition 7.1. If the Nominee fails to provide the cheque and the nomination is accepted, the Purchaser and Nominee authorise the Vendor to recover the Nomination Fee by way of adjustment at settlement;
- (d) the guarantee and indemnity as required by Special Condition 7.2; and
- (e) (if the margin scheme applies) a written agreement by the Nominee with the Vendor that the Vendor will apply the margin scheme to calculate the GST payable in respect of the taxable supply for which the consideration of the Price; and
- (f) if the Nominee:
 - (i) is not a Foreign Person, a warranty by the nominee that FIRB Approval is not required for its purchase of the Property from the Vendor. The Purchaser and the Nominee jointly and severally indemnify the Vendor against all Claims and losses which the Vendor may incur or may become liable for (including any

consequential loss which the Vendor may incur or become liable for) as a consequence of the Vendor having relied upon the nominee's warranty; or

- (ii) is a Foreign Person, a copy of the FIRB Approval for its purchase of the Property from the Vendor.

7.2 Guarantee by nominated purchaser

The Purchaser must deliver to the Vendor, in addition to the Deed of Nomination and as required by Special Condition 7.1, a deed in the form of the Guarantee:

- (a) securing the Nominee's obligations under this Contract;
- (b) with the following substituted as paragraph A of the Introduction:

'A. At the request of the Guarantor, the Purchaser nominated the Nominee under the Contract and the Vendor accepted that nomination.'
- (c) with the following substituted as clause 2:

'The Guarantor has requested the Purchaser to nominate the Nominee under the Contract and the Vendor accepts that nomination in consideration of this guarantee and indemnity.'
- (d) with the definition of Nominee included in the Reference Schedule, completed as the name and address of each party nominated by the Purchaser under Special Condition 7.1;
- (e) with the definition of Guarantor completed as:
 - (i) the name and address of each party nominated by the Purchaser under Special Condition 7.1, not including the Purchaser if the Purchaser is also nominated purchaser; and
 - (ii) if the Nominee is or includes a company other than a company listed on the Australian Stock Exchange Limited, the name and address of each director of that Nominee, not including the directors of the Purchaser if the Purchaser is also a nominated purchaser and the Vendor holds a guarantee by those directors under Special Condition 7.1;
- (f) executed by:
 - (i) each party nominated by the Purchaser under Special Condition 7.1, other than the Purchaser in any capacity as a nominated purchaser; and
 - (ii) if Special Condition 7.2(e)(ii) applies, each director of each party nominated by the Purchaser under Special Condition 7.1, including each director of the Purchaser if the Purchaser is a nominated purchaser, unless the Vendor

- holds a guarantee by those directors of the Purchaser under Special Condition 7.1; and
- (iii) with other consequential amendments required to complete the intended guarantee.

7.3 Guarantee by nominated purchaser

In the event that the Purchaser and Nominee do not provide the Guarantee as required by Special Conditions 7.1 and 7.2:

- (a) The Purchaser warrants to the Vendor that it has, prior to the execution of the Deed of Nomination, provided the Nominee with a copy of the Contract and has drawn to the Nominee's attention Special Condition 7; and
- (b) the Nominee acknowledges and agrees that it has read the Contract and by agreeing to being an additional or substitute purchaser to the Contract it agrees to be bound by the Guarantee as varied by Special Condition and 7.2.

8. PLAN OF SUBDIVISION

8.1 Registration of Plan of Subdivision

- (a) This Contract is subject to and conditional upon:
 - (i) certification of the Plan by the responsible authority or any person or body acting in place of the responsible authority pursuant to the provisions of the Subdivision Act; and
 - (ii) registration of the Plan of Subdivision by the Registration Date.
- (b) The Purchaser agrees to do all acts, matters and things and to execute all documents necessary to enable the Vendor to obtain Registration of the Plan.

8.2 Rescission – time

- (a) The Purchaser acknowledges and agrees that the Vendor will determine, at its sole discretion, when to proceed to seek Registration of the Plan of Subdivision having regard to market demand, planning, commercial, practical and other similar considerations and given those considerations, the Vendor may end this Contract by giving notice to the Purchaser.
- (b) Either party may by notice in writing given to the other end this Contract if Registration of the Plan of Subdivision is not completed by the Registration Date. The Deposit must be refunded to the Purchaser if this Contract is brought to an end under this Special Condition.

8.3 Rescission – onerous conditions

- (a) If any of the requirement or condition imposed by the Government Agency, the Registrar or any other authority in connection with the approval, certification or registration of the Plan of Subdivision is, in the opinion of the Vendor, too onerous for the Vendor to perform or if registration of the Plan of Subdivision is refused, the Vendor will be entitled to rescind this Contract by giving notice to the Purchaser with immediate effect.
- (b) Notwithstanding any other term or condition of this Contract, if the Vendor cannot obtain a Planning Permit under which terms are acceptable to the Vendor, then the Vendor will be entitled to rescind this Contract at any time by giving notice to the Purchaser with immediate effect.

8.4 Consequences of rescission

- (a) If the Vendor ends this Contract under Special Condition 8.2 or 8.3, the Deposit will be refunded in full to the Purchaser and neither party will have any further liability to the other in relation to this Contract.
- (b) The Purchaser will have no right or claim for damages or compensation if the Contract is rescinded pursuant to Special Condition 8.2 or 8.3.

8.5 Alteration to plan of subdivision and consolidation

- (a) Subject to section 9AC of the SLA, the Vendor may make such alterations to the Plan of Subdivision as it requires including but not limited to amendments that are:
 - (i) necessary to ensure that the Plan of Subdivision accords with the Property as proposed, designed or built from time to time;
 - (ii) required to accord with good surveying practice and all laws, including the Owners Corporation Act and the Owners Corporation Regulations;
 - (iii) required by reason of practicalities of construction and to accord good building practice, which include but not limited to the availability of materials;
 - (iv) required in order to deliver services to each lot and the Common Property;
 - (v) required to meet any requirement, recommendation or requisition of the Government Agency, the Registrar, any authority or any combination of them to enable the Plan of Subdivision to be certified by the Government Agency or registered by the Registrar; or
 - (vi) considered by the Vendor to be necessary or desirable for the purposes of the Development which may include any or all of the following:

- (A) creating additional lots or reducing the number of lots including reducing or altering the Common Property to create such additional lots; or
 - (B) altering or varying the position or location of any car park, storage lot or any other lot; or
 - (C) renumbering any car park, storage lot or any other lots;
 - (D) altering or varying the size or shape of the lot provided that the alteration or variation in the size of the lot as presently appearing on the Plan and as appearing on the registered Plan does not exceed 5% variation or discrepancy in size (either more or less); or
 - (E) amending the schedule of lot entitlement and lot liability or either of them as presently shown on the Plan and as appearing on the registered Plan provided that the amendment does not materially and adversely affect the Purchaser; or
 - (F) alterations to reflect any changes to the Planning Permit.
- (b) If the Vendor makes any amendment contemplated by Special Condition 8.5(a) then, subject to section 9AC of the SLA, the Purchaser must not make any requisition or objection, rescind or terminate this Contract, delay settlement or claim any compensation on the grounds that the Plan of Subdivision as registered by the Registrar does not accord with the Plan of Subdivision.
- (c) The Purchaser agrees that it is not entitled to make any requisition, objection or claim for compensation or rescind or determine this Contract on the grounds that the plan as registered does not accord with the Plan of Subdivision in a manner which materially affects the Lot hereby sold if any variation or discrepancy between the Lot sold and the corresponding Lot as shown on the Plan of Subdivision when registered, is not greater than 5% variation or discrepancy, on the basis that the Purchaser agrees that such variation or discrepancy does not constitute a material variation or discrepancy.
- (d) If on the Day of Sale, the Land is described as more than one Lot, the Vendor may consolidate those lots into one or more titles as the Vendor deems necessary (but the Vendor is not obliged to do so) and the Purchaser may not object to any such consolidation.

9. OWNERS CORPORATION

9.1 Establishment of Owners Corporation

Upon registration of the Plan of Subdivision and before the Settlement Date, the Vendor shall attend to the establishment of the relevant Owners Corporation and cause the relevant Owners Corporation to:

- (a) appoint one (1) or more managing agents for the various Owners Corporation (as applicable) on such terms and conditions determined by it;
- (b) make rules in the form of the Owners Corporation Rules subject to any changes made by the Vendor;
- (c) enter into the leasing and licensing arrangements in respect to parts of the Common Property to any person, including but not limited to the Vendor and third parties to use for any purpose on any terms the Vendor in its absolute discretion determines necessary or desirable;
- (d) determine the Owners Corporation fees or levies payable by owners of all Lots;
- (e) insure the Development for an adequate and proper amount with a reputable insurer;
- (f) pass any resolutions:
 - (i) to enter into service and/or management agreements for the caretaking, lifts, utilities, service cupboards, facilities and any other matter pertaining to the Building and the Development;
 - (ii) to enter into any arrangements or agreements contemplated in Special Conditions 9.1(a) and 9.1(c);
 - (iii) to grant the Vendor or any entity appointed by the Vendor the leases and/or licences required by the Vendor;
 - (iv) to permit others to install, affix, or erect structures, cabling, line links, wiring, conduits, boxes, wall plates or other electronic requirement on or to the roof or walls of any building and any other part of the Common Property;
 - (v) to screen, cordon, wall or fence off parts of the Common Property or install fixtures, tables, chairs, bicycle racks or other equipment in the Common Property;
 - (vi) to create or reserve or procure the Owners Corporation to create or reserve such easements, licences or reservations over the Common Property as may be necessary to give effect to and to protect the rights of ownership of and access to any structures, equipment or facilities installed or affixed to the Building or Common Property;
 - (vii) to authorise the Vendor's activities referred to in Special Condition 9.4; and
 - (viii) any other matter required by the Vendor pertaining to the Development and/or the Common Property.

9.2 Encumbrances and restrictions

The Purchaser acquires its interest in the Common Property subject to all rights over the Common Property:

- (a) contemplated, granted or to be granted under this Contract;
- (b) disclosed in the Plan of Subdivision;
- (c) disclosed in the Vendor's Statement;
- (d) of the Vendor to conduct works after settlement; and
- (e) of the Vendor for signage and naming.

9.3 Owners Corporation Rules

- (a) The Purchaser authorises the Vendor to modify the Owners Corporation Rules in its absolute discretion, including any modifications necessary to adapt the Owners Corporation Rules for any limited Owners Corporation.
- (b) The Purchaser must not make any requisition or objection, delay settlement or claim any compensation because of:
 - (i) anything express or implied in the Owners Corporation Rules; or
 - (ii) any additions to, variations of or deletions from the Owners Corporation Rules notified to the Purchaser at any time prior to the Settlement Date.

9.4 Vendor may conduct activities

The Purchaser authorises the Vendor and must cause the Owners Corporation to authorise the Vendor and all persons authorised by the Vendor to:

- (a) conduct any marketing activities whatsoever in the Development;
- (b) install, place and maintain in, on and about the Development (excluding the Property) signs in connection with those marketing activities; and
- (c) install, place and maintain in, on and about the Development an office or facility from which marketing activities can be conducted,

The Purchaser's authorisation under this Special Condition continues with full force and effect after settlement until the Vendor is not a member of the Owners Corporation.

9.5 Owners Corporation authorisations

- (a) The Purchaser acknowledges that after registration of the Plan of Subdivision and before the Settlement Date, the Vendor as owner of all lots on the Plan of Subdivision may vote in favour of resolutions of the Owners Corporation to:
 - (i) grant rights and give and make all consents, authorisations, directions and permissions for the management and administration of the Owners Corporation and the Common Property;

- (ii) grant rights, including by way of lease, licence or easement over the Common Property to purchasers or occupiers of a lot or in connection with the Vendor, the Builder or others undertaking work on the Site;
 - (iii) further subdivide or dispose of the Common Property or any lots under section 32 or any other provision of the Subdivision Act; and
 - (iv) grant and give effect to the rights of the Vendor and others contemplated or intended by this Contract.
- (b) The Purchaser consents to the Vendor voting on resolutions contemplated by this Special Condition 9.5 and causing the Owners Corporation to grant such rights over the Common Property as the Vendor sees fit.

9.6 Restriction

While the Vendor is registered or entitled to be registered as proprietor of any lot, the Purchaser must not without first obtaining the written consent of the Vendor cast any vote in exercise of any of the rights, powers or privileges that the Purchaser is entitled to as a member of the Owners Corporation in any way that would curtail or inhibit the rights of the Vendor referred to in this Contract or Special Condition 9.

9.7 Subdivision Act

The Purchaser admits that the Land is sold subject to the provisions of the Subdivision Act and in particular subject to:

- (a) the lot entitlement and lot liability and all other information set out in the Plan of Subdivision; and
- (b) the provisions of the Owners Corporation Regulations.

9.8 Purchaser's Covenant

- (a) The Purchaser covenants and agrees that this Special Condition 9 is intended to run with the Land and any part thereof and the Lot and will not merge on the transfer of the Lot or any part thereof but will continue to have full effect and the Purchaser shall procure that any nominee of the Purchaser will be bound by the terms of this Special Condition 9.
- (b) The Purchaser acknowledges that damages of themselves will not be a sufficient remedy for breach by the Purchaser of this Special Condition 9.
- (c) the Purchaser agrees that the Vendor will be entitled to orders for specific performance if the Purchaser fails to comply with its obligations under this Special Condition 9.

10. BUILDING WORKS

10.1 Building Contract

The Purchaser acknowledges that:

- (a) the Vendor is not and will not be the Builder of the Building Works;
- (b) the Building including the Property will be constructed under the Building Contract and subject to Special Condition 10.3 the construction of the Property will be generally in accordance with the Building Plans; and
- (c) this Contract is not a major domestic building contract for the purposes of the DBC Act.

10.2 Construction

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

10.3 Warranties

- (a) 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.
- (b) 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 Goods 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.

10.4 Variations

- (a) The Vendor may at any time and without reference to the Purchaser vary the Plans or vary the Specifications prior to or during the course of construction of the Development to comply with any requirements of the Government Agency, the Registrar, any other responsible authority or the building surveyor.
- (b) The Vendor may at any time and without reference to the Purchaser vary the Building Plans or vary the Specifications prior to or during the course of construction of the Development in any manner which the Vendor or the Vendor's architect consider (in its or their absolute discretion) necessary or desirable, provided that where work or materials are substituted the replacement shall, as near as reasonably possible, be of similar quality or standard.
- (c) Variations under Special Condition 10.4(a) and/or (b) may include:

- (i) substitution of the fixtures, fittings, finishes and appliances specified in the Building Plans and Specifications or identified in any marketing materials;
 - (ii) changes in the size or design of balconies or gardens or other similar structures;
 - (iii) changes in the size, nature or location of the Common Property;
 - (iv) any naming (or changes of naming) of any public streets or roads shown on the Building Plan.
 - (v) any changes as a result of site conditions encountered in the execution of the work for the Development; or
 - (vi) variations which the Vendor's architect considers (in its absolute discretion) to be desirable or necessary to comply with the dictates of good building practice.
- (d) The Purchaser must not make any requisition or objection, rescind or terminate this Contract, claim any compensation or delay settlement as a result of any variation, alteration or substitution to the Plans and Specifications made in accordance with this Special Condition 10.4.
- (e) The Purchaser agrees that it is not entitled to make any requisition, objection or claim for compensation or rescind or determine this Contract on the grounds that the Building Plan does not accord with the Plan of Subdivision when registered in a manner which materially affects the Lot hereby sold if any variation or discrepancy between the Lot sold and the corresponding Lot as shown on the Plan of Subdivision when registered, is not greater than 5% variation or discrepancy, on the basis that the Purchaser agrees that such variation or discrepancy does not constitute a material variation or discrepancy.

10.5 Measurements

- (a) The Purchaser acknowledges and agrees that the method used in measuring the Lot or any area associated with this Contract is as follows:
- (i) the areas, measurements and dimensions of the Lot set out in the Building Plans or any other documents relating to this Contract are approximate only and are, unless otherwise expressly specified, are calculated in accordance with the Property Council of Australia's Method of Measurement for Residential Property ('**Guidelines**');
 - (ii) the areas, measurements and dimensions set out in the Plan of Subdivision may be calculated in accordance with a different method of measurement which can result in a different area, measurement and dimension of the Lot than those set out in the Building Plans;

- (iii) a valuation of the Lot conducted by a valuer or any other consultant appointed by the Purchaser (or its nominee) or the Purchaser's (or its nominee's) bank, mortgagee, lending entity or lender may be calculated in accordance with a different method of measurement which may result in a smaller area and dimension of the Lot than those set out in the Building Plans; and
 - (iv) the Purchaser has been given the opportunity to investigate the different methods of measurement used to calculate the areas, measurements and dimension of the Property prior to entering into this Contract.
- (b) The Purchaser acknowledges that, in measuring the area of a residential property, the Guidelines essentially require measurements to be made as follow:
- (i) external building walls are to be measured to their external face;
 - (ii) shared or dividing walls are to be measured to centre line of that wall;
 - (iii) in the case of intra-dwelling stairs, the horizontal surface to all levels including the area underneath are to be measured;
 - (iv) common corridor walls are to be measured to outside face of wall;
 - (v) common walls to stairs lifts and ducts adjoining common areas are to be measured to inside face of structural walls;
 - (vi) balconies/terraces are to be measured separately; and
 - (vii) window mullions, window frames, service ducts less than 1m², all structural columns and walls, perimeter columns are to be included in the area calculations.

10.6 Interior Colour Scheme

- (a) The Purchaser acknowledges and agrees that the Vendor may, in its absolute discretion, permit the Purchaser to select the colour scheme for the interior of the Property.
- (b) If such selection is available it will be set out in the Particulars of Sale and the Purchaser agrees that the interior colour scheme for the Property will be either:
 - (i) If any selection is set out in the Particulars of Sale, the interior colour scheme corresponding to that selection; or
 - (ii) If a selection is not set out in the Particulars of Sale and the Purchaser does not notify the Vendor in writing a selection within 30 days of the Day of Sale, then the interior colour scheme will be the Default Colour Scheme.

10.7 Completion of Building

The issuing of:

- (a) the Occupancy Permit; and
- (b) a certificate of practical completion;

for the Property will be conclusive evidence that the Building Works on the Property are completed. The Purchaser must not make any requisition or objection, delay settlement, withhold money or claim compensation of any kind even if defective materials or faulty workmanship are evident on or before the Settlement Date.

10.8 Defective Work

- (a) The Vendor must use its reasonable endeavours to ensure that the Builder:
 - (i) rectifies any omission or defect in the Building Works due to defects in materials and/or workmanship ('**Defective Works**') notified in writing to the Vendor by the Purchaser within 3 months of the Settlement Date; and
 - (ii) carries out the Defective Works in a proper and workmanlike manner at the Builder's expense as soon as practicable after the Settlement Date.
- (b) The Purchaser must not make 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.

10.9 Dispute

If any dispute arises as to any matter referred to in this Special Condition and in particular, the quality or standard of finish of the Property or in respect of the completion of the Building Works, quality or standard of finish of the Common Property, the Purchaser cannot delay or postpone settlement or request or demand the holding back or retention of any part of the purchase price as security for the satisfactory completion of the Building Works and must proceed to settlement as required by this Contract. This Special Condition should not be read as to limit the Purchaser's right to claim compensation or damages after the Settlement Date.

10.10 Vendor's right not to proceed

- (a) The Vendor may at any time give Notice to the Purchaser that the Vendor cannot or will not proceed with the Building Works (by reason of the inability to engage the Builder, inability to enter into contracts to sell lots, inability to obtain finance or for any other reason whatsoever) and may by that Notice rescind this Contract with immediate effect.
- (b) On rescission under this Special Condition 10.10(a), the Vendor must refund the Deposit and any accrued interest (less bank and government charges) to the

Purchaser and neither party will have any further liability to the other in relation to this Contract, other than in relation to any antecedent breach.

- (c) The Purchaser must not claim any compensation if the Contract is rescinded pursuant to Special Condition 10.10(a) and the right to a refund of the Deposit shall be the sole right of the Purchaser in connection with such rescission.

10.11 Access rights after settlement

- (a) The Purchaser acknowledges:
- (i) that the Property is part of the Development on which surveying, engineering, construction and other works contemplated by this Contract are being, or may, after the Settlement Date, be carried out; and
 - (ii) that the Builder or others authorised by the Vendor may need access to the Property for the purpose of carrying out works to the Property or lots adjoining the Property or undertaking works, tests or inspection of the Common Property.
- (b) The Purchaser agrees with the Vendor to allow the Builder, its employees and contractors access to the Site (including the Property) after the Settlement Date for the purpose of carrying out construction works and rectification works on the Property and lots adjoining the Property, on the conditions that:
- (i) the access rights only be exercised where it is impracticable, in the opinion of the Builder acting reasonably, for the construction work to be carried out without obtaining such access and then only to the extent necessary;
 - (ii) the Vendor endeavours to ensure, except in unforeseen circumstances, that before the access rights are exercised the Builder or the Vendor gives the Purchaser at least twenty-four (24) hours' Notice; and
 - (iii) the Vendor endeavours to ensure that the Builder ensures that as little damage is done to the Property and disturbance to its occupants as is practicable having regard to the nature of the work to be carried out and, where there is damage to the Property, it be made good as soon as practicable at the Vendor's reasonable expense.

10.12 Following Settlement

- (a) The Purchaser acknowledges that at the Settlement Date, the Building Works may not have been wholly completed or fit out works to one or more of the lots may not have commenced or been completed.
- (b) Provided the Vendor takes all reasonable steps to minimise any inconvenience to the Purchaser in completing the Building Works or any further development and construction works the Purchaser must not make any requisition or objection or claim any compensation or rescind or delay completion of the Contract or bring any

injunctive proceedings against the Vendor or the Builder or any other person as a consequence of any nuisance, noise, dust and other discomfort that may result from:

- (i) any construction work or repair and rectification works being carried out from time to time in or about the Development or the Property after the Settlement Date; or
- (ii) marketing of unsold lots in the Development after the Settlement Date including the presence on Common Property or other parts of the Development (but excluding the Property) of any sale signs, insignia and other fixtures and fittings.

10.13 Natural Products and Other Finishes

The Purchaser acknowledges and agrees that the materials:

- (a) used in the construction of the Property (particularly in the finishes and fittings) may comprise natural products (such as stone, timber and the like);
- (b) may 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;
- (c) may expand, contract, or distort over time as a result of exposure to heat, cold, weather or the like;
- (d) may mark or stain if exposed to certain substances;
- (e) may be damaged or disfigured by impact or scratching or other means; and
- (f) may be subject to shade variations and manufacture batching (for example: in carpet, tiles and other finishes).

The Purchaser must not make any objection, requisition or claim nor rescind, terminate or delay settlement because of any of the occurrences referred to in Special Condition 10.13.

10.14 Embedded Network System

- (a) The Vendor may include in the Development an embedded network system for the supply of gas, electricity and/or telecommunications to the Common Property and lot owners.
- (b) For the embedded network system, the Vendor may install service wires, cables, conduits and pipe shafts under, over or within any of the lots or Common Property.
- (c) The Vendor, or any related body corporate or entity of the Vendor, may itself or cause the Owner's Corporation to enter into any agreement required to give effect to the embedded network system for the supply of gas, electricity and/or telecommunications.

- (d) The Purchaser must pay to the Vendor the cost incurred by the Vendor (for any connection costs, transfer fees or any costs/fees associated with the embedded network system) under Special Condition 10.14 on the Settlement Date, which costs will be notified to the Purchaser prior to Settlement and form part of the statement of adjustments.

11. CAR STACKER SPACES

11.1 Definition

For the purpose of this Special Condition:

- (a) '**ACLS**' means an automatic car lift system;
- (b) '**APS**' means an Automatic Parking System which is an automatic self-contained parking system capable of removal and retrieval of vehicles which are stored over a number of levels within the building on the Site; and
- (c) '**Car Stacker Space**' means car spaces lots C3 to C44 (inclusive) or as may be amended time to time.

11.2 Car Space Type Allocation

The Purchaser acknowledges and agrees that they may be allocated a car space which is a Car Stacker Space. .

11.3 Purchaser's acknowledgements

Where the Purchaser has been granted the use of a Car Stacker Space, the Purchaser agrees and acknowledges that:

- (a) the Car Stacker Space is a platform forming part of a car stacker;
- (b) the Car Stacker Space will be located within and form part of the common property when the Plan of Subdivision is registered and there will be no separate certificates of title that will be issued for the Car Stacker Space;
- (c) the mechanism is a robotic automated unit that stores vehicles in a different location each time and the Purchaser may not have their vehicle stored in the chosen location at all times;
- (d) the car park entry and exit to any Car Stacker Space may be by way of an APS and/or ACLS;
- (e) there will be restrictions on the vehicle height, length, width and weight for use in the car park space within the APS and/or ACLS ('**Car Space Restrictions**'), which may include but not limited to the following:

- (i) some Car Stacker Space can accommodate vehicles that are up to 2.05m in height in the entry level (or higher if the headroom clearance in the basement is greater than 2.2m);
- (ii) some Car Stacker Space can accommodate vehicles up to 1.8m in height in the pit level;
- (iii) no Car Stacker Space can accommodate vehicles of longer than 5m in length; and
- (iv) the maximum weight tolerance of each Car Stacker Space is 2.6 tonne.

The Purchaser further acknowledges and agrees that the Restrictions are subject to change at any time and at the Vendor's sole discretion;

- (f) the Purchaser will use the APS and/or ACLS jointly with the other Lot owners that are entitled to use the APS and/or ACLS (as the case may be);
- (g) the Purchaser will be required to co-operate in the use of and share equally any expenses with the other Lot owners entitled to use the APS and/or ACLS subject to the respective Owners Corporation requirements; and
- (h) the equipment to be installed to provide access to car park space will be located within the APS and/or ACLS.

11.4 Maintenance, Service and Repair

- (a) The Vendor will as soon as possible after the date of registration of the Plan of Subdivision, will use its best endeavours to cause the Owners Corporation to:
 - (i) enter into the required service and maintenance contracts with various contractors for the maintenance and repair of the APS and/or ACLS equipment (as the case may be);
 - (ii) pass a special resolution to provide the required maintenance and repair service to all Car Stacker Space users; and
 - (iii) charge any levy as may be required to the Car Stacker Space users within an APS and/or ACLS and any costs for the maintenance and repair of the APS or ACLS (as the case may be).
- (b) The Purchaser must allow access to any contractors engaged by the Owners Corporation to attend to any maintenance or repair works to the APS and/or ACLS (as the case may be).

11.5 Licence, Use and Agreement

- (a) Upon settlement, the Purchaser will sign a licence or lease from the Owners Corporation (if required by the Vendor) which deals with their use of the Car Stacker Space.

- (b) The Purchaser may be required by the Vendor or the Owners Corporation, prior to or after the Settlement Date, to enter into an agreement as reasonably determined by the Vendor, to permit the Purchaser to allow other Car Stacker Space owners to use any Car Stacker Space allocated to the Lot (if any) whilst the Purchaser is provided access to use another Car Stacker Space allocated to another Lot;
- (c) The Purchaser shall comply with any obligations imposed upon the Purchaser by the Vendor or the Owners Corporation set out in this Special Condition 11.5(a) and (b).

11.6 No objection

- (a) The Vendor reserves the right to change the parking of cars from the APS to an ACLS (if applicable) and the Purchaser agrees not to make any requisition or claim any compensation from the Vendor or attempt to rescind or terminate this Contract or seek to delay or defer Settlement or withhold any part of the Purchase Price as a result of or in respect of the matters disclosed in this Special Condition.
- (b) If the change anticipated in Special Condition 11.6(a) involves an amendment to the Plan of Subdivision, the Vendor will serve a notice of the amendment of the Plan of Subdivision on the Purchaser pursuant to section 9AC of the SLA.
- (c) If the Vendor serves a notice pursuant to Special Condition 11.6(b), the Purchaser agrees that such a variation does not constitute a material variation for the purposes of section 9AC of the SLA.
- (d) The Purchaser shall not be entitled to make any requisition, objection or claim compensation against the Vendor or rescind or determine this Contract as a result of:
 - (i) the matters contained in this Special Condition;
 - (ii) the number of car park spaces increasing or diminishing;
 - (iii) any change or variation in the dimensions or Restrictions of the Car Stacker Space; and
 - (iv) any change in the location of the Car Stacker Space.

11.7 No Merger

- (a) The Purchaser must include a Special Condition identical to Special Condition 11.5 in the event the Purchaser sells the Property after Settlement;
- (b) This condition will not merge upon settlement and will continue in full force and effect.

12. TITLE

12.1 Acceptance of Title

The Purchaser must accept as identical with the Property the Lot corresponding to the Property on registration by the Registrar of the Plan of Subdivision. The Purchaser must not

make any requisition or objection, delay settlement, rescind or terminate this Contract or claim any compensation in respect of:

- (a) alterations to the Plan of Subdivision made in accordance with this Contract (including but not limited to changes to the location and number of car parks or storage cages);
- (b) any matter contained in, endorsed upon or annexed to the Plan of Subdivision when it is registered by the Registrar;
- (c) any s173 Agreement entered into by the Vendor whether or not registered on title;
- (d) any variations between the number, size or location of the lots presently appearing on the Plan of Subdivision and as appearing on the Plan of Subdivision as registered; or
- (e) any renumbering of any lot on the Plan of Subdivision.

12.2 Restrictions and conditions

The Purchaser buys the Property subject to any statute, order, regulation, by-law and local law, restriction and condition imposed on the Property by or with the authority of any Government Agency including under the Planning Permit, as a result of any application in relation to the Development or as a result of any s173 Agreement or under any applicable planning scheme and any other applicable planning controls.

12.3 Subdivision Act

The Property is sold subject to the provisions of the Subdivision Act and purchases the Property subject to any easements, covenants or similar encumbrances affecting the Land including those required by this Contract, created or implied by the Subdivision Act and any easements affecting the Common Property and the Purchaser must not make any requisition or objection, delay settlement, rescind or terminate this Contract or claim any compensation in relation to those easements, covenants or encumbrances.

12.4 Sale of Land Act

The Vendor and the Purchaser agree that:

- (a) Section 10(1) of the SLA will not apply to this Contract in respect of the final location of any easement on the Plan of Subdivision;
- (b) easements for services may need to be created; and
- (c) lot and Common Property boundaries may need to be realigned to accommodate services.

12.5 s173 Agreement

- (a) The Purchaser buys subject to any s173 Agreement which may be entered into by the Vendor pursuant to the Planning Permit, any variation to it or any substitute Planning Permit.

- (b) The Purchaser agrees to be bound by the terms and conditions of any s173 Agreement which may be entered into by the Vendor as if the Purchaser were a party to the Agreement and further agrees and covenants with the Vendor to sign such documents as the Vendor or the relevant body requires to give effect to any such Agreement or its obligations therein.
- (c) The Purchaser agrees not to make any requisition or claim any compensation from the Vendor or attempt to rescind or terminate this Contract or seek to delay or defer Settlement or to withhold any part of the Purchase Price as a result of or in respect of the matters disclosed in this Special Condition.
- (d) The Vendor will not be required to withdraw any s173 Agreement or have any s173 Agreement removed from the Certificate of Title to the Land and/or the Lot notwithstanding that there may remain no obligations or rights subsisting under any such s173 Agreement between the parties to the s173 Agreement and the parties to this Contract. The Vendor may in its sole discretion decide to remove any s173 Agreement and if the Vendor elects to do so, the Purchaser shall not object or seek compensation or postponement of Settlement of this Contract.

12.6 Additional lots

- (a) The Purchaser acknowledges that the Vendor may before or after settlement create additional lots by:
 - (i) further subdividing any lots in any stage of the Plan of Subdivision; or
 - (ii) reducing the area of the Common Property.
- (b) The Purchaser expressly acknowledges that the Vendor may have the Plan of Subdivision amended to include an additional level of lots. The Purchaser further acknowledges that the lot liability and lot entitlements in the Plan of Subdivision will change accordingly.
- (c) The Purchaser acknowledges that the Vendor may before or after the Settlement Date change the address of the Property.
- (d) The Purchaser must not make any requisition or objection, delay settlement, rescind or terminate this Contract or claim any compensation in connection with the creation of additional lots and/or the additional level as contemplated under this Special Condition.

12.7 Additional encumbrances

- (a) The Purchaser acknowledges that it is aware of the possibility that as at the Day of Sale:
 - (i) all the easements, restrictions on use and positive covenants may not have been created;

- (ii) all the leases, agreements and arrangements may not have been entered into; and
 - (iii) all of the rights and privileges may not have been granted,
- which it may be considered necessary or desirable for any Government Agency, the Owners Corporation or the Vendor to create, enter into, or grant in relation to the Property, the Development or the Common Property.
- (b) If at any time it is considered necessary or desirable for a Government Agency, the Owners Corporation or the Vendor to:
- (i) create those easements, restrictions on use or positive covenants;
 - (ii) enter into those leases, agreements or arrangements, or
 - (iii) grant those rights or privileges,

then subject to the Purchaser's rights (if any) under the SLA, the Purchaser must not make any requisition or objection, rescind or terminate this Contract, claim compensation or delay completion of this Contract because of that creation, entering into or grant.

12.8 Staged Development

- (a) The Purchaser acknowledges that the Plan of Subdivision is or may be part of a staged subdivision contemplated by section 37 of the Subdivision Act and the regulations to the Subdivision Act.
- (b) The Purchaser acknowledges and agrees that the Vendor may amend a staged plan or a plan for an earlier stage by:
 - (i) adding to the membership of an existing Owners Corporation; or
 - (ii) adding to existing Common Property; or
 - (iii) subject to the Subdivision Act, changing lot entitlement or liability of existing lots; or
 - (iv) showing land on that plan as land benefited by an easement or restriction created over the land in the plan for a subsequent stage.
- (c) The Purchaser must not seek compensation of any kind by reason of any alteration or amendments to the Development made by the Vendor under this Special Condition 12.8(b).
- (d) 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.

- (e) 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 Special Condition 12.8(d). The Purchaser agrees that this Special Condition will not merge on settlement.
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13. NO CAVEAT

13.1 Purchaser must not lodge caveat

The Purchaser must not lodge nor cause or allow any person claiming through it or acting on its behalf to lodge any Caveat over any certificate of title relating to the Development, the Land or the land of which the Property forms a part.

13.2 Breach

The Purchaser acknowledges that a breach of Special Condition 13.1:

- (a) may delay or prevent registration of the Plan of Subdivision by the Registrar;
- (b) may delay or prevent settlement by the Vendor of sales of all or some of the Lots; and
- (c) to the extent that it delays any such settlement, entitles the Vendor to recover from the Purchaser interest, holding costs and other charges including under any other contract of sale for any Lot or any agreement relating to financing of the Development.

13.3 Power of Attorney

The Purchaser irrevocably appoints the Vendor and each director, officer and manager of the Vendor as its joint and several attorney to sign and lodge a withdrawal of any Caveat lodged by the Purchaser in breach of Special Condition 13.1

14. RESTRICTION ON RE-SALES

14.1 No re-sale

The Purchaser must not until after settlement sell, transfer, assign or otherwise in any way whatsoever deal with its interest in the Property or any of the Purchaser's right or interest in, to or under this Contract without the prior written consent of the Vendor (which may be given or withheld in the absolute discretion of the Vendor).

14.2 Essential Term

The Purchaser acknowledges that Special Condition 14.1 is an essential term of this Contract.

15. DISPLAY SUITE AND MARKETING MATERIALS

15.1 Display Suite

If, for marketing purposes, the Vendor establishes a display suite on the Land or any other location for the purposes of marketing activities in relation to the Development then the Purchaser acknowledges that:

- (a) the Vendor makes no representation that the display suite was constructed in accordance with the Building Plans; and
- (b) the display suite is not intended to replicate the improvements, fixtures or fittings to be constructed on the land pursuant to this Contract.

15.2 Marketing Materials

- (a) The Purchaser acknowledges that:
 - (i) any photographs and other images created for the marketing of the Development are for illustrative purposes only and cannot be relied upon by the Purchaser including without limitation, all colours, finishes, materials, depictions of landscaping and laneways and other representations of images used in marketing materials;
 - (ii) the Vendor has no control over development by parties unrelated to the Vendor of property surrounding or nearby the Development;
 - (iii) the Plan of Subdivision, Building Plans, Building Works and other specifications of the Development may change. Further the furniture depicted on the Building Plans or floor plans are for illustrative purposes only and is not provided by the Vendor, including furniture in Common Property; and
 - (iv) any development of property surrounding or nearby the Development may affect the actual views that will be available from the Development and/or Property when any such development is completed.
- (b) The Purchaser may not make any requisition or objection, rescind or terminate this Contract, claim compensation or delay completion of this Contract because of any views depicted in the Vendor's marketing materials differing from the actual views due to (but not limited to):
 - (i) development of property surrounding or nearby the development;
 - (ii) changes to the Plan of Subdivision, Building Plans or Building Works contemplated by this Contract; or
 - (iii) as a result of any other act, matter or thing including without limitation, all colours, finishes, materials, depictions of landscaping and laneways and other representations of images used in marketing materials;

- (iv) the description of areas and measurements appearing in any marketing material with respect to the Development are approximations only and may differ from such actual areas and measurements on completion of the Development;
- (v) the area and dimensions of any display suite or model of the Development are not representative of actual area or dimensions of the Lot or any part of the Lot or the Common Property;
- (vi) the information contained in any promotional material is for illustration purposes only and is subject to change. Statement, figures, calculations, plans, images and representations are indicative only; or
- (vii) the information continued in promotional material is a guide only and does not constitute an offer, inducement, representation, warranty or contract.

15.3 Branding Rights

- (a) The Purchaser acknowledges that the Vendor will retain all branding and naming rights for the Building. Following registration of the Plan of Subdivision the Vendor will cause a special resolution to be passed at the first meeting of the Owners Corporation resolving to grant the Vendor a 99 year lease on the part of the Building required by the Vendor for signage and branding of the Building and the right to retain all branding and naming rights for the Building.
- (b) Without limiting Special Condition 15.3(a) the Vendor may at any time and without reference to the Purchaser vary the naming and branding of the Building.

16. VENDOR MAY DEAL WITH THE SITE

16.1 Vendor's rights

The Vendor may:

- (a) sell the Development to another person and assign or novate the Vendor's rights and obligations under this Contract to another party;
- (b) grant a mortgage or charge over the Development, the Land, the Property or any land which may be affected by the Development;
- (c) mortgage, encumber or otherwise deal with its rights, privileges, benefits, obligations and interest under this Contract; and
- (d) execute a mortgage, charge, assignment and other document relating to the Development, the Land, the Property, this Contract or any land affected by the Development as may be required by any mortgagee, charge or assignee.

16.2 No objection

The Purchaser must not make any requisition or objection, delay settlement, rescind or terminate this Contract or claim any compensation in connection with any of the matters set out in this Special Condition.

16.3 Purchaser's obligations

The Purchaser must perform the Purchaser's obligations under this Contract to facilitate the Vendor's exercise of its rights under Special Condition 16.1.

17. NOVATION

17.1 Documents

If at any time the Vendor (in its sole and unfettered discretion) directs the Purchaser in writing to do so, the Purchaser shall execute:

- (a) the Deed of Novation and deliver the signed Deed of Novation to the Vendor's Lawyer within fourteen (14) days of being requested in writing by the Vendor or the Vendor's Lawyer to do so; and
- (b) a Vendor's Statement in the form prepared by the third party.

17.2 Novation to a Third Party

If this Contract is novated to a third party, the Purchaser:

- (a) must within 30 days of being requested to do so, do whatever is necessary to give that third party the benefit of the Bank Guarantee provided by the Purchaser under Special Condition 4.3 including if necessary delivering a new replacement Bank Guarantee in favour of the third party; and
- (b) will not make a claim, enquiry, requisition or demand against the Vendor in respect of or arising from this Special Condition.

17.3 Deposit

If the Purchaser breaches Special Condition 17.2(a), the Purchaser must immediately pay the Deposit in cleared funds to the Vendor's legal practitioner or the Vendor's Agent.

17.4 Power of Attorney

The Purchaser irrevocably appoints the Vendor and each director, officer and manager of the Vendor as joint and several attorney to execute the Deed of Novation if the Purchaser fails to execute the Deed of Novation within fourteen (14) days of being requested in writing by the Vendor or the Vendor's Lawyer to do so.

18. PURCHASER'S ACKNOWLEDGEMENT

The Purchaser acknowledges that, if this Contract was entered into through the agency of an estate agent, then prior to signing this Contract or any agreement or document in respect of the sale of the Lot which is legally binding upon or intended legally to bind the Purchaser and the Purchaser further acknowledges and agrees that:

- (a) the Purchaser received a statement required by section 51 of the *Estate Agent's Act 1980* (as amended) (if such notice was required to be given); and
- (b) neither the Vendor nor its agents, servants or representatives made any promise or representation to the Purchaser or the Purchaser's servants or agents or any other person with respect to the obtaining of a loan of money to defray some or all of the cost of the Purchase Price.

19. SUPPLY OF ELECTRICITY AND WATER

19.1 Connection of Supply

The Purchaser and the Vendor agree that the Vendor will cause electricity and water to be connected to the Lot and will pay the electricity and water supply body a customer supply charge for the connection to the Land.

19.2 Connection fees

The Purchaser must pay to the Vendor the cost incurred by the Vendor (for any connection costs, transfer fees or any costs/fees associated with the connection) under Special Condition 19.1 on the Settlement Date, which costs will be notified to the Purchaser prior to Settlement and form part of the statement of adjustments.

20. NATURAL SURFACE LEVEL

20.1 Works

For the purposes of section 9AB of the SLA, the Purchaser acknowledges and agrees that:

- (a) The Vendor or its contractor may carry out works that will affect the natural surface level of the land in the Plan of Subdivision including:
 - (i) excavation works relating to the foundations of the dwellings and laying of the concrete slabs;
 - (ii) roadworks and drainage works;
 - (iii) landfill works; and
 - (iv) construction of retaining walls;

as set out in the site elevation plans included in the Vendor's Statement (as amended from time to time).

- (b) the Vendor may, or may be directed by the municipal authority or a public authority to, carry out works which will affect the natural surface levels of the Land or the balance of the land in the Plan of Subdivision after the Day of Sale and subject to the Purchaser's rights under the SLA, the Purchaser must not make any objection, requisition or claim nor delay completion of this Contract because any such works are carried out; and
- (c) in subdividing and constructing dwellings on the balance of the Site, the Vendor or its contractor may carry out works which will affect the natural surface level of that land.

20.2 No objection

- (a) Subject to the Purchaser's rights (if any) under the SLA, the Purchaser will not make any requisition nor claim any compensation nor claim any set off nor rescind this Contract for any works affecting the natural surface level of the Land or any land abutting it or any variations or alterations to those works.
- (b) The Purchaser further acknowledges and agrees that in calculating the amount of any fill provided to the Property, any amount of topsoil removed from the Property prior to filling and regrading and replaced thereafter shall not be included in such calculation.

21. SUBSTATION

21.1 Acknowledgement

The Purchaser acknowledges that:

- (a) there may be a substation situated in the Building in relation to which an electricity authority will have 24 hour rights of access and maintenance including to the substation, entry points and/or roller doors of the Development, staircase and lifts. In the case of emergency the electricity authority will have the right to transfer the Development to emergency mode and prevent access to the Development;
- (b) there may be a substation lease entered into with the electricity authority in relation to the substation;
- (c) the electricity authority may lodge a caveat in respect of the certificate of title(s) of the lots or part thereof to record its interest;
- (d) the electricity authority may require specific cable and carriageway easements to be registered on the Plan.

21.2 Caveat

Any substation lease entered into, caveat lodged or easement as contemplated by this Special Condition will not constitute a defect in title to the Property or the Common Property.

21.3 No objection

The Purchaser must:

- (a) not make any requisition, object or claim compensation for any loss or damage from the Vendor or refuse or delay Settlement as a result of any matter referred to in this Special Condition.
- (b) if required by the Vendor do all acts, matters and things including executing all consents, orders and applications necessary in order to have any lease entered into or caveat registered by the Registrar.

22. PLANNING PERMIT

22.1 Planning Permit application and amendments

- (a) The Purchaser acknowledges that the Vendor may apply for a Planning Permit or an amendment to the Planning Permit in connection with any use or development proposed for the Property.
- (b) The Purchaser will not:
 - (i) object, or assist in or encourage any objection, to any application by or on behalf of the Vendor for a Planning Permit or amendments to Planning Permit for development or use of the Land or any part of it; or
 - (ii) oppose, or assist or encourage the opposition of, any amendment to the Planning Permit proposed by or on behalf of the Vendor to enable development or use of the Land.

22.2 Onerous Conditions

If the Planning Permit or amended Planning Permit is issued and either:

- (a) the conditions of the Planning Permit are not satisfactory to the Vendor (in the Vendor's absolute discretion); or
- (b) the Vendor is required to make changes to the plans submitted with the application for the Planning Permit that are not satisfactory to the Vendor (in its absolute discretion);

then the Vendor may rescind this Contract by written notice to the Purchaser. For the avoidance of doubt, when exercising its discretion for the purposes of this Special Condition, the Vendor may take into account and have regard to, without any limitation whatsoever, the market demand, commerciality, desirability, practicality or any other similar consideration, of the Planning Permit, as determined by the Vendor in its sole discretion.

22.3 Refund of Deposit

If the Vendor ends this Contract under Special Condition 22.2 then the Deposit will be refunded to the Purchaser and the Purchaser may not make any requisition, objection or claim

for compensation for any loss or damage from the Vendor arising from or in connection with the ending of this Contract.

23. ADDITIONAL RESTRICTIONS

23.1 Acknowledgment

- (a) 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.
- (b) The Vendor can enter into, grant or finalise any Additional Restriction on or after the Day of Sale.

23.2 No assurance

The Vendor does not give any assurance:

- (a) as to the nature of the Additional Restrictions;
- (b) that the Vendor will proceed, and may refrain from proceeding with, any Additional Restrictions; and
- (c) when any Additional Restrictions will be entered into, granted or finalised.

23.3 Alteration to Additional Restrictions

The Vendor may make such minor alteration to the Additional Restrictions that:

- (a) may be necessary to comply with any requirement, recommendation or requisition of a Government Agency or of a consultant to the Vendor or a combination of them; or
- (b) in the opinion of the Vendor are required for the development, use, occupation, proper management or adequate servicing of the Development or any part of it.

23.4 Purchaser's obligations

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.

23.5 No Objection

Subject to the Purchaser's rights under the SLA, the Purchaser will not exercise any Purchaser Rights by reason of the existence, granting, entering into or imposition of Additional Restrictions.

24. NON-MERGER

Any provisions of this Contract which is capable of taking effect after Settlement of this Contract shall not merge on Settlement but rather shall continue in full force and effect.

25. CONSENTS AND APPROVALS

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

26. GOODS AND SETTLEMENT

26.1 Property in goods

Property in the Goods passes to the Purchaser upon payment of the Price.

26.2 No warranty

The Purchaser agrees that neither the Vendor nor anyone on behalf of the Vendor makes or has made any representation or warranty upon which the Purchaser may rely as to the fitness or suitability of the Goods for any particular purpose.

26.3 Payment of Balance

- (a) The Purchaser must pay the Balance by 3.00 p.m. on the Settlement Date at the office of the Vendor's Legal Practitioner or at any other place nominated by the Vendor's Legal Practitioner.
- (b) If the Purchaser does not pay the Balance by 3.00 p.m. on the Settlement Date then:
 - (i) the Vendor may complete this Contract on the following Business Day; and
 - (ii) the Purchaser must pay interest on the Balance for the period from the Settlement Date until the Contract is completed as prescribed by these Special Conditions.

26.4 Pre-Settlement Inspection

- (a) The Purchaser may inspect the condition of the Property once before the Settlement Date by making an inspection appointment with the Vendor's Agent. The Vendor makes no guarantee that the Property will be fully complete including, but not limited to, access to any car parking or Common Property.
- (b) The Vendor retains the right to:
 - (i) set the time and date of the Purchaser's inspection appointment;
 - (ii) limit the duration of an inspection appointment; and

- (iii) limit the number of people attending an inspection appointment (being not more than 3 people).

27. OUTGOINGS

27.1 General Condition 15.1

General Condition 15.1 shall be read to include as outgoings the Purchaser's Proportion of any rates, taxes, assessments, fire insurance premiums, charges, levies or contributions or other property outgoings not separately assessed on the Property.

27.2 Vendor to prepare adjustments

The Purchaser acknowledges and agrees that:

- (a) the Vendor's Legal Practitioner will prepare a statement of adjustments and provide this to the Purchaser's Legal Practitioner at least three (3) days prior to the Settlement Date;
- (b) if the Purchaser does not object to the statement of adjustments before 5:00pm on the day which is two (2) days prior to the Settlement Date, the parties must settle the Contract on the basis of that statement of adjustments;
- (c) unless the Purchaser notified the Vendor of an objection to that statement of adjustments prior to the time specified in Special Condition 27.2(b), any error discovered in the statement of adjustments may only be resolved after settlement has been effected; and
- (d) the statement of adjustments will be adjusted as at the settlement date and will not be re-adjusted in the event settlement is delayed or required to be re-booked due to the default of the Purchaser.

27.3 Adjustment of land tax

- (a) Subject to Special Condition 27.3(b) and where the Property has not been separately rated, if land tax payable under the *Land Tax Act 2005 (Vic)* has been assessed on land of which the Property forms part as at midnight on 31 December of the calendar year before the year in which settlement falls due (Land Tax Assessment), then land tax must be adjusted in accordance with the following formula:

$$A = \frac{B \times C}{D}$$

where:

A = the amount of land tax to be adjusted between the parties;

B = the amount of land tax payable under the Land Tax Assessment;

C = the lot entitlement of the Property set out in the Plan of Subdivision; and

D = the sum of all lot entitlements of the Lots forming part of the land to which the Land Tax Assessment relates.

- (b) All adjustments made in relation to Land Tax must be adjusted on a multiple holding basis and the Purchaser is liable for the proportion of the Land Tax which the lot liability of the Property bears to the total liability of all lots comprising the Plan.

27.4 Adjustment of council rates

If council rates have been assessed on land of which the Property forms part for the rating year in which settlement falls due (Council Rates Assessment), then the council rates must be adjusted in accordance with the following formula:

$$A = \frac{B \times C}{D}$$

where:

A = the amount of council rates to be adjusted between the parties;

B = the amount of council rates payable under the Council Rates Assessment;

C = the lot entitlement of the Property set out in the Plan of Subdivision; and

D = the sum of all lot entitlements of the lots forming part of the land to which the Council Rates Assessment relates.

27.5 Adjustment of water rates

If water rates have been assessed on land of which the Property forms part for the rating year or quarter (as the case may be) in which settlement falls due (Water Rates Assessment), then the water rates must be adjusted in accordance with the following formula:

$$A = \frac{B \times C}{D}$$

where:

A = the amount of water rates to be adjusted between the parties;

B = the amount of water rates payable under the Water Rates Assessment;

C = the lot entitlement of the Property set out in the Plan of Subdivision; and

D = the sum of all lot entitlements of the lots forming part of the land to which the Water Rates Assessment relates.

27.6 Payment of outgoings

The Vendor may, in its absolute discretion, elect to pay any outgoings (including land tax, council rates and water rates) in respect of the Property at any time prior to or after settlement, provided that the Vendor must pay each outgoing prior to its respective due date for payment.

27.7 Purchaser not to object

The Purchaser may not make any requisition or objection, rescind or terminate this Contract, claim compensation or delay completion of this Contract because of any matter relating to or in connection with Special Conditions 27.1, 27.2, 27.3, 27.4, 27.5 or 27.6.

27.8 Insurance premiums

The Purchaser acknowledges and agrees that if the Purchaser is in breach of this Contract by not completing this Contract on the date set out in this Contract then the Purchaser must allow to the Vendor, as an increase to the Price, the Purchaser's Proportion of any amount paid by the Vendor to or on behalf of the Owners Corporation in respect of premiums for insurances required to be effected under the Owners Corporations Act, the Subdivision Act or the Owners Corporation Regulations (whichever applies):

- (a) from the due date for payment of any money payable by the Purchaser under this Contract until the money is paid; and
- (b) on demand or whenever other monies are paid under this Contract, whichever occurs first.

27.9 Supplementary rates

If any notices, orders or demands in relation to supplementary rates or outgoings assessed, levied or charged against the Property are issued after the Settlement Date, the Purchaser shall be solely responsible to bear or pay the supplementary amount.

27.10 Special levy

The Purchaser acknowledges and agrees that if the Purchaser is in breach of this Contract by not completing this Contract on the date set out in this Contract then the Purchaser must allow to the Vendor, as an increase to the Price, the Purchaser's Proportion of any special levy made on the Vendor pursuant to the Owners Corporations Act, the Subdivision Act or the Owners Corporation Regulations in respect of the liabilities of the Owners Corporation:

- (a) from the due date for payment of any money payable by the Purchaser under this Contract until the money is paid; and
- (b) on demand or whenever other monies are paid under this Contract, whichever occurs first.

27.11 Owners Corporation Certificate

If required by the Vendor, the Purchaser must pay, by way of adjustment, the cost of obtaining the Owners Corporation Certificate prior to settlement.

27.12 No Common Property

In the event that there is no common property created by the plan of subdivision, the parties agree that, in this special condition 27, the words 'lot entitlements' will be substituted with the "lot area" where lot area means the area of a lot as stated on the Plan.

28. DUTY

28.1 Statutory declaration

On the Settlement Date the Vendor will provide the Purchaser with a statutory declaration attributing a portion of the Price on which stamp duty is payable.

28.2 No duty warranty

The Purchaser acknowledges and agrees that no warranties have been given to the Purchaser on or before the Day of Sale as to the duty payable by the Purchaser in connection with the purchase of the Property under this Contract.

28.3 No reliance on any representation

If an amount of duty was estimated by the Vendor or its agent and that estimate was made known to the Purchaser, the Purchaser warrants to the Vendor that it did not rely on that estimate and instead made its own assessment.

28.4 Purchaser liable

The Purchaser:

- (a) acknowledges that it is solely responsible for all duty that may be assessed on the Transfer delivered under this contact or the transaction effected by this Contract and any nomination which the Purchaser may choose to make;
- (b) is responsible for and indemnifies the Vendor against any stamp duty, interest and costs or any of them that become payable in respect of the Transfer delivered under this contact or the transaction effected by this Contract and any nomination which the Purchaser may choose to make; and
- (c) acknowledges that the Vendor may in its absolute discretion elect to use any permitted method to calculate the dutiable value of the Land.

28.5 No warranty as to tax deductibility

The Purchaser acknowledges that the Vendor does not make any warranty as to the availability of any building allowances or depreciation under the *Income Tax Assessment Act*

1936 (Cth) or otherwise. The Purchaser acknowledges that the Purchaser has made the Purchaser's own independent enquiries as to the matters referred to in the preceding sentence and does not rely upon anything stated by or on behalf of the Vendor.

28.6 Depreciation

If an amount of depreciation was estimated by the Vendor or its agent and the estimate was made known to the Purchaser, the Purchaser warrants to the Vendor that it did not rely on that estimate and instead made its own assessment.

28.7 Indemnity

The Purchaser must indemnify, hold harmless and keep indemnified the Vendor from and against all losses or claims that the Vendor and/or its representatives or Vendor's Lawyer pays, suffers, incurs or are liable for in relation to any duty payable on the Contract, the Transfer of Land and any related document including any instrument of nomination or assignment.

29. TRANSFER OF LAND

29.1 Delivery

The Purchaser must deliver to the Vendor's Lawyer the Transfer of Land that is validly executed by the Purchaser no later than 14 days before the date fixed for the Settlement Date ('Delivery Date').

29.2 Delay

If the Purchaser fails to deliver the Transfer of Land to the Vendor on or before the Delivery Date, then without prejudice to the Vendor's other rights:

- (a) the Vendor may settle this Contract at any time between the Settlement Date and the date which is 5 days after the Purchaser delivers the Transfer of Land; and
- (b) the Purchaser shall thereby have committed a default under this Contract and the Purchaser must pay interest in accordance with Special Condition 30 and shall be deemed to have failed to settle within the meaning of Special Condition 30.

30. DEFAULT

30.1 Loss

The Purchaser is responsible for all loss incurred or suffered directly or indirectly by the Vendor caused or contributed to by the Purchaser:

- (a) breaching any warranty in this Contract;
- (b) failing to comply with this Contract; or
- (c) both of (a) and (b),

including:

- (d) expenses payable by the Vendor under any existing loans secured over the Site or other property of the Vendor;
- (e) any commission or other expenses claimed by the Vendor's agents or other representatives of the Vendor relating to the sale of the Property;
- (f) loss incurred or suffered directly or indirectly under another contract of sale, financing arrangement, construction contract or other agreement relating to the Development or the Vendor's affairs;
- (g) legal fees and disbursements on a full indemnity basis and any legal counsel or consultant's fees and expenses at the rate charged to the Vendor incurred in obtaining any advice or representation in relation to a breach or a failure to comply; and
- (h) additional costs and expenses including interest, discount on bills and borrowing expenses which exceed interest payable under this Contract.

30.2 Additional rights

Special condition 30.1 operates in addition to and does not in any way limit any other right or remedy of the Vendor.

30.3 Default continues

The Purchaser must pay to the Vendor upon demand all Loss without the necessity for any Notice and any default in respect of which the costs are incurred shall be deemed not to have been remedied unless and until such payment is made.

30.4 Loss not incurred or made

The Vendor need not incur a loss or make a payment before enforcing a right of indemnity conferred by this Contract and the Purchaser must pay the amount owing under the indemnity in Special Condition 30.1 on demand by the Vendor.

30.5 Continuing indemnity

Each indemnity in this Contract is a continuing obligation, separate and independent from the other obligations of the Purchaser and survives rescission of this Contract.

30.6 Time of the essence

Time shall remain the essence of this Contract notwithstanding any waiver given or indulgence granted by the Vendor to the Purchaser and the Vendor shall be entitled to serve a Default Notice under general condition 27 at any time after the date of default in respect of which the Notice is given.

30.7 Default interest

- (a) The Purchaser must pay interest on any money payable by it under this Contract:
 - (i) from the due date for payment until the money is paid; and
 - (ii) on demand or whenever other monies are paid under this Contract, whichever occurs first.
- (b) The interest shall be calculated and capitalised daily and the rate of interest to be applied to each daily balance is a rate that is four per cent (4%) higher than the rate fixed under section 2 of the *Penalty Interest Rates Act 1983* (Vic) at the relevant time.
- (c) The Vendor's right to interest does not limit any right of the Vendor or:
 - (i) prevent the Vendor recovering any amount exceeding the interest as a consequence of any default by the Purchaser; or
 - (ii) affect the Purchaser's obligation to pay the outstanding amount on the date it becomes due for payment.

30.8 Rebooking Fee

If settlement is required to be re-scheduled due to the default of the Purchaser, the Vendor and/or the Vendor's Lawyer may charge the Purchaser a fee which reflects the costs associated with re-scheduling the settlement and the Purchaser authorises the Vendor's Lawyer to recover the costs by way of adjustment in the statement of adjustments. This fee is in addition to any other costs and losses that the Vendor may otherwise seek from the Purchaser.

30.9 No merger

This Special Condition will not merge at Settlement.

31. INSOLVENCY

31.1 Insolvency events

In addition to any other rights the Vendor may have to terminate this Contract, the Vendor may terminate this Contract, by notice to the Purchaser, if the Purchaser:

- (a) is an individual; and
 - (i) dies; or
 - (ii) an administration order within the meaning of the *Guardianship & Administration Board Act 1986* is made concerning the Purchaser's estate; or
- (b) is a corporation; and
 - (i) resolves to go into liquidation;

- (ii) a liquidator, a provisional liquidator, receiver, receiver and manager, administrator, official manager, judicial manager or similar official is appointed to the corporation or over the corporation's assets or undertaking;
- (iii) an assignment between the corporation's creditors takes place;
- (iv) resolves to enter into scheme, a composition or any similar arrangement or procedure with creditors; or
- (v) receives a statutory demand under section 459E of the Corporations Act, which the corporation fails to comply with, within the period for compliance or have set aside under section 459G of the Corporations Act.

31.2 Vendor's rights

If the Vendor gives the Purchaser a notice under Special Condition 31.1

- (a) this Contract ends when the notice is given; and
- (b) the Vendor is entitled to the Deposit and to the Interest.

32. CERTIFICATE OF TITLE

- (a) The Purchaser must not delay settlement or postpone settlement or retain any part of the Balance in the event that a certificate of title to the Lot has not been issued by the Settlement Date.
- (b) The Purchaser acknowledges that the certificate of title may be in the form of an electronic certificate of title. The Purchaser may request a paper certificate of title to the Lot at Settlement, provided that:
 - (i) a paper certificate of title is available for issue by the Registrar;
 - (ii) the Vendor agrees to the Purchaser's request;
 - (iii) the Purchaser pays all costs related to the issue of the paper certificate of title including any of the Vendor's Lawyer's legal costs and disbursements; and
 - (iv) the Purchaser must not delay settlement or postpone settlement or retain any part of the Balance in the event that a paper certificate of title to the Lot has not been issued by the Settlement Date.

33. PRIVACY ACT COMPLIANCE

The Purchaser consents to the collection, use and disclosure of the Personal Information of the Purchaser by any one or more of the Vendor and its related entities for the purposes of:

- (a) entering into, administering and completing this Contract and any development by the Vendor referred to therein;

- (b) planning and product development;
- (c) complying with the Vendor's obligations or to enforce its rights under this Contract;
- (d) providing to service providers engaged by the Vendor, including legal advisers, financial advisers, market research organisations, mail houses and delivery companies; and
- (e) providing to any third party who has a right or entitlement to share in the monies paid or payable to the Vendor under this Contract; and

in circumstances where the Vendor is legally entitled, obliged or required to do so, including any disclosure which is permitted or authorised under the Privacy Act.

34. PURCHASER'S INDEMNITY

The Purchaser indemnifies the Vendor against any claim, action, damage, loss, liability, cost, charge, expense, outgoing, or payment which the Vendor suffers or incurs or is liable for in respect of any act or omission occurring after the Settlement Date concerning the Lot, except to the extent caused by the Vendor.

35. OPERATION OF INDEMNITIES

Unless this Contract states otherwise:

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

36. COUNTERPARTS

This Contract may consist of a number of counterparts and if so the counterparts taken together constitute one and the same instrument. This Contract is not binding on any party unless one or more counterparts have been duly executed by, or on behalf of, each person named as a party to this Contract.

37. NOTICES

37.1 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*.

37.2 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;
- (b) by pre-paid post;
- (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.

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

38. WAIVER

- (a) A party waives a right under this contract only if it does so in writing.
- (b) A party does not waive a right simply because it:
 - (i) fails to exercise the right;
 - (ii) delays exercising the right; or
 - (iii) only exercises part of the right.
- (c) A waiver of one breach of a term of this Contract does not operate as a waiver of another breach of the same term or a breach of any other term.

39. GOVERNING LAW AND JURISDICTION

This contract is governed by the laws of Victoria and, where applicable, the Commonwealth of Australia. The parties irrevocably submit to the exclusive jurisdiction of the courts of Victoria and, where applicable, the Commonwealth of Australia.

40. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

40.1 Interpretation

In this Special Condition 40:

Amount means the amount a Purchaser is required to pay the Commissioner in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the TAA.

Clearance Certificate means a certificate in respect of the Vendor given by the Commissioner under section 14-200 of Schedule 1 of the TAA.

Commissioner has the meaning given to that term in the TAA.

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

40.2 Application of this Special Condition

This Special Condition only applies if the Property is or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the TAA.

40.3 Clearance Certificate

- (a) The parties acknowledge and agree that:
- (i) if the Vendor has obtained and provided to the Purchaser at least 2 Business Days prior to the Settlement Date a valid Clearance Certificate, the Purchaser will not withhold an amount or remit an amount to the Commissioner under subdivision 14-D of Schedule 1 to TAA as a result of the Clearance Certificate under this Special Condition 40.3(a); and
 - (ii) to the extent that the Vendor has not provided to the Purchaser a valid Clearance Certificate pursuant to Special Condition 40.3(a) above, the Purchaser will provide to the Vendor written notice of its intention to withhold from a payment due under this contract or remit the Amount to the Commissioner under subdivision 14-D of Schedule 1 of the TAA at least 14 days prior to the day on which the Purchaser pays the amount to the Commissioner under subdivision 14-D of Schedule 1 of the TAA.
- (b) The specified period in the Clearance Certificate must cover the time of the transaction and must include the actual date of settlement.

40.4 Purchaser's Obligations

- (a) The Purchaser must:
- (i) engage a legal practitioner or conveyancer (Representative) to conduct all the legal aspects of settlement, including the performance of the Purchaser's obligations in this Special Condition; and
 - (ii) ensure that the Representative does so.
- (b) The terms of the Representative's engagement are taken to include instructions to have regard to the Vendor's interests and instructions that the Representative must:
- (i) pay, or ensure payment of, the Amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the Representative in accordance with this Special Condition if the sale of the Property settles;
 - (ii) promptly provide the Vendor with proof of payment; and
 - (iii) otherwise comply, or ensure compliance with, this Special Condition;

despite:

- (A) any contrary instructions, other than from both the Purchaser and the Vendor; and
- (B) any other provision in this Contract to the contrary.

40.5 Compliance

- (a) The Representative is taken to have complied with the obligations in Special Condition 40.4 if in the case of settlement being conducted through the electronic conveyancing system:
 - (i) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (ii) the Amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- (b) Any Clearance Certificate or document evidencing variation of the Amount in accordance with section 14-235(2) of Schedule 1 to the TAA must be given to the Purchaser at least 5 Business Days before the due date for settlement.
- (c) The Vendor must provide the Purchaser with such information as the Purchaser requires to comply with the Purchaser's obligation to pay the Amount in accordance with section 14-200 of Schedule 1 to the TAA. The information must be provided within 5 business days of request by the Purchaser. The Vendor warrants that the information the Vendor provides true and correct.
- (d) The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the Amount.

41. ELECTRONIC CONVEYANCING

41.1 Interpretation

In this Special Condition:

E-Conveyancing Variations means variations effected to the General Conditions to allow for an Electronic Settlement to occur;

Election date means the date (if any), prior to settlement, on which the Vendor elects to effect an Electronic Settlement;

Settlement Parties means the Vendor, Purchaser, their respective financiers (if any) and any other parties that are required to be a party to the ELNO to effect settlement.

41.2 Purchaser's obligations

- (a) 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:
- (i) subject to Special Condition 41.2(b) making any necessary variations to this Contract to effect an Electronic Settlement;
 - (ii) signing all necessary documents and compelling the Settlement Parties to do so;
 - (iii) reimbursing the Vendor at settlement any fee charged by the ELNO to effect an Electronic Settlement; and
 - (iv) complying with any requirements of the ECNL and an ELNO and compelling the Settlement Parties to do so.
- (b) If an Election Date occurs the Vendor and Purchaser agrees that the variations required to this Contract as contemplated by Special Condition 41.2(a) will be:
- (i) the E-Conveyance Variations in their proposed form as at the Election Date; and
 - (ii) any further variations required by the Vendor (acting reasonably) to effect an Electronic Settlement.

42. DIGITAL DUTIES FORM AND SRO SETTLEMENT STATEMENT

42.1 Definitions

In this Special Condition 42:

Amended DDF means a DDF which has been amended by either the Purchaser or Vendor at the request of the other party.

DDF means any digital form issued and/or used by the State Revenue Office of Victoria for the purpose of assessing the duty payable on the transfer of property.

Purchaser's DDF means the parts of the DDF which are required to be completed by or on behalf of the Purchaser.

SRO Settlement Statement means a digital document which is issued by the State Revenue Office of Victoria that is issued following the successful lodgement of a DDF.

Vendor's DDF means the parts of the DDF which are required to be completed by or on behalf of the Vendor.

42.2 Vendor's obligations

The Vendor must or, alternatively the Vendor must instruct the Vendor's Legal Practitioner, to:

- (a) complete or to complete the Vendor's DDF;
- (b) send to the Purchaser's Legal Practitioner or, if the Purchaser has not appointed one, the Purchaser, the completed Vendor's DDF at least 3 Business Days prior to the Settlement Date; and
- (c) if the Purchaser has complied with Special Condition 23.3(a), sign or approve the DDF prior to Settlement, unless there is manifest error in which case the Vendor must notify the Purchaser of the error and request the Purchaser to amend it.

42.3 Purchaser's obligations

The Purchaser must or, alternatively the Purchaser must promptly instruct the Purchaser's Legal Practitioner, to:

- (a) complete the Purchaser's DDF at least 2 Business Days prior to the Settlement Date; and
- (b) sign or approve the DDF at least 2 Business Days prior to the Settlement Date, unless there is manifest error in which case they must promptly notify the Vendor of the error and request the Vendor amend it;
- (c) make any changes to the DDF requested by the Vendor or the Vendor's Legal Practitioner and sign or approve an Amended DDF within 1 Business Day of being requested to do so; and
- (d) prior to the Settlement Date:
 - (i) generate a SRO Settlement Statement in respect of the sale of the Property under this Contract; and
 - (ii) deliver to the Vendor or the Vendor's Legal Practitioner, the SRO Settlement Statement in respect of the sale of the Property under this Contract.

42.4 No Objection

The Purchaser may not make any requisition or objection, rescind or terminate this Contract, claim compensation or delay completion if the Vendor or the Vendor's Legal Practitioner has requested an amendment to the DDF at any time prior to Settlement.

42.5 Settlement and electronic conveyancing

- (a) If settlement is not by way of Electronic Settlement:
 - (i) settlement is not conditional upon:

- (A) the Purchaser signing or approving a DDF; or
 - (B) the production of an SRO Settlement Statement; and
- (ii) the Purchaser may not Object if:
- (A) the DDF is not completed prior to Settlement or at all; or
 - (B) an SRO Settlement Statement is not generated or is no table to be generated prior to Settlement.
- (b) If settlement is by way of Electronic Settlement the Purchaser acknowledges and agrees that:
- (i) Special Condition 42.3 is a fundamental term of this Contract; and
 - (ii) unless and until the Purchaser complies with Special Condition 42.3, Settlement will not be able to proceed and the Purchaser will be in breach of this Contract.

42.6 General Condition 10.1

The Purchaser acknowledges and agrees that the SRO Settlement Statement and DDF, with the exception of Vendor's DDF, are not title documents for the purposes of General Condition 10.1(b)(i).

43. GST Notification and Payment

43.1 Definitions

In this Special Condition 43:

"Commencement Date" means 1 July 2018.

"Commissioner" means 'Commissioner' as defined in the GST Act.

"GST Payment" means the payment contemplated by proposed Section 14-250 in the TAA.

"Notification" means the notification contemplated by proposed Section 14-255 in the TAA.

"Operative Date" means 1 July 2020.

"TAA" means the *Taxation Administration Act 1953* (Cth).

"Vendor's Notice" means the notice which contains, amongst other things, details required for the purpose of the Notification and being the notice annexed to this Contract as 'Annexure D'.

43.2 Contracts entered into before the Commencement Date

- (a) If the Day of Sale of this Contract is before the Commencement Date and Settlement takes place before the Operative Date, the parties agree that:

- (i) the Vendor is not required to provide Notification;
 - (ii) the Purchaser is not required to withhold the GST Payment at Settlement; and
 - (iii) the Purchaser will provide the full balance of the Purchase Price at settlement.
- (b) If the Day of Sale of this Contract is before the Commencement Date and Settlement takes place on or after the Operative Date, the parties agree that the Vendor is not required to provide Notification and the following will apply:
- (i) the Purchaser will withhold the GST Payment from the Balance;
 - (ii) the Purchaser must notify the Commissioner five days before it intends to make the GST Payment; and
 - (iii) the Purchaser must make the GST Payment to the Commissioner in the manner and within the time required by the Commissioner but in any event must be on or before Settlement.

43.3 Contracts entered into after the Commencement Date

- (a) If the Day of Sale of this Contract is on or after the Commencement Date the Purchaser acknowledges and agrees that:
- (i) the details contained in the Vendor's Notice constitute sufficient notice for the purpose of the Notification;
 - (ii) at Settlement the Purchaser will withhold the GST Payment;
 - (iii) the Purchaser must notify the Commissioner five days before it intends to make the GST Payment;
 - (iv) the Purchaser will make the GST Payment to the Commissioner in the manner and within the time required by the Commissioner but in any event must be on or before Settlement; and
 - (v) the Purchaser may not make any requisition or objection, rescind or terminate this Contract, claim compensation or delay completion due to a deficiency in the Vendor Notice.

43.4 General Condition 13

If Special Conditions 43.2(b) or Special Condition 43.3 applies:

- (a) General Condition 13.2 is amended by deleting the words "*to the vendor*"; and
- (b) General Condition 13.3 does not apply.

43.5 Purchaser's breach

- (a) If the Purchaser fails to notify the Commissioner in accordance with Special Condition 43.2(b)(ii) or Special Condition 43.3(a)(iii) as the case may be, then without prejudice to the Vendor's other rights:
 - (i) the Vendor may settle this Contract at any time between the Settlement Date and the date which is 5 days after the Purchaser notify the Commissioner that it intends to make the GST Payment; and
 - (ii) the Purchaser shall thereby have committed a default under this Contract and the Purchaser must pay interest in accordance with Special Condition 30.7.
- (b) If the Purchaser fails to make the GST Payment to the Commissioner in accordance with Special Condition 43.2(b)(iii) or Special Condition 43.3(a)(iv) as the case may be, then without prejudice to the Vendor's other rights:
 - (i) the Vendor may refuse to settle this Contract or may settle this Contract at any time between the Settlement Date and the date which is 5 days after the Purchaser make the GST Payment; and
 - (ii) the Purchaser shall thereby have committed a default under this Contract and the Purchaser must pay interest in accordance with Special Condition .
- (c) Notwithstanding the Vendor's rights under Special Condition 43.5(b)(i), the Vendor may in its absolute discretion (but is not obliged to) pay an amount equal to the GST Payment ('**the Advanced GST Payment**') to the Commissioner and proceed with settlement in which event the following will apply:
 - (i) the Purchaser must pay to the Vendor the Advanced GST Payment immediately upon receiving the invoice from the Vendor;
 - (ii) the Purchaser must continue to pay interest in accordance with Special Condition 30.7; and
 - (iii) until full payment by the Purchaser of the Advanced GST Payment together with interest to the Vendor, the Purchaser remains in default under this Contract.

43.6 Indemnity

The Purchaser must indemnify, hold harmless and keep indemnified the Vendor from and against all losses or claims that the Vendor and/or its representatives or Vendor's Lawyer pays, suffers, incurs or are liable for arising from or incidental to the Purchaser failing to notify the Commissioner or failing to make the GST Payment, if required, in the manner and within the time required by the Commissioner.

44. Lot S2

- 44.1 The purchaser acknowledges and agrees that:
- (a) following settlement the Vendor will retain ownership of Lot S2 on the Plan of Subdivision ('**Lot S2**') which includes the airspace above the lots located on level 6, proposed Common Property 1 and proposed Common Property 2;
 - (b) the Vendor may apply for a planning permit or an amendment to the Planning Permit in connection with any use or development of Lot S2 ('**Lot S2 Permit**') which may include, but is not limited to, the construction of additional lots;
 - (c) the Purchaser directly or indirectly through any voting rights they may have via the Owner's Corporation will not object, oppose, assist in or encourage any objection by or on behalf of the Vendor in relation to the Lot S2 Permit or any works which may be permitted as a result of the Lot S2 Permit;
 - (d) if the purchaser ever sells the Property, the contract for that sale must include a special condition under which the incoming purchaser acknowledges and agrees to the Vendor's rights under this Special Condition 44.
- 44.2 The Purchaser must not make any requisition or objection, rescind or terminate this Contract, claim any compensation or delay settlement as a result of anything which may arise as a result of this Special Condition 44.

SCHEDULE 1
DEED OF NOVATION

THIS DEED IS MADE day of 20

PARTIES:

1. **JAS LDS PTY LTD (ACN 167 303 228)**
of Suite 2, Building 2, 270 Ferntree Gully Road, Notting Hill VIC (**Current Vendor**)
2. **[NEW VENDOR] of [NEW VENDOR ADDRESS] (New Vendor)**
3. **[PURCHASER] of [PURCHASER ADDRESS] (Purchaser)**
4. **[PURCHASER] of [PURCHASER ADDRESS] (Guarantor)**

BACKGROUND:

- A. The Current Vendor is the registered proprietor of the Land.
- B. The Current Vendor has sold the Lots(s) which form part of the Development Land to the Purchaser pursuant to the Contract.
- C. The Vendor has sold the Development Land to the New Vendor together with the benefit and burden of the Contract. The New Vendor agrees to take the benefit and burden of the Contract and any Guarantee.
- D. This Deed records the novation of the benefit and burden of the Contract from the Current Vendor to the New Vendor subject to the terms and conditions set out in this Deed and the Purchaser and the Guarantor agree to sign this Deed pursuant to its obligations under the Contract.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Contract means the contract dated **[DATE]** between the Purchaser and the Current Vendor for the sale of the Lot(s).

Current Vendor's Legal Practitioner means Moray & Agnew Lawyers or the legal practitioner/s acting for the Current Vendor from time to time as notified to the other parties.

Deposit means the deposit payable by the Purchaser pursuant to the Contract.

Guarantee means the guarantee and indemnity provided in the Contract.

Guarantor means the guarantor/s named in the Contract.

Land means all the lots and any Common Property on proposed or proposed plan of subdivision PS820771X being part of the land described in Certificate of Title Volume 9835 Folio 054 which is known as 1 Como Street, Malvern, Victoria and includes all improvements and fixtures.

New Vendor's Legal Practitioner means Moray & Agnew Lawyers or such other firm of legal practitioners acting for the New Vendor from time to time as notified to the other parties.

Vendor's Statement means a statement in conformance with the requirements of the *Sale of Land Act 1962* (Vic).

- 1.2 The rules of Interpretation in the Contract apply to this Agreement.

2. NOVATION

- 2.1 The Current Vendor hereby agrees to novate the benefits and burden of the Contract to the New Vendor and the New Vendor agrees to accept the novation of the benefits and burden of the Contract.
- 2.2 With effect from the date of this Deed, the New Vendor is bound by and must fulfil, comply with and observe all the provisions of the Contract and enjoys all the rights and of the Current Vendor under and in respect of the Contract and is entitled to enforce the New Contract against the Purchaser in any manner permitted by law.
- 2.3 If the Contract is accompanied by a Guarantee, then the Guarantor hereby agrees to continue to guarantee performance by the Purchaser under the terms and conditions of the Contract and agrees the New Vendor shall have each of the following rights on and from the date of this Deed:
 - (a) the right to the performance of the Guarantee by the Guarantor;
 - (b) the right to enforce the Guarantee against the Guarantor in any manner permitted by law;
 - (c) the right to receive all payments due to the New Vendor under the Guarantee; and
 - (d) any causes of action that have arisen in the New Vendor's favour under the Guarantee.
- 2.4 The Purchaser (and, if relevant, the Guarantor) consent to the arrangements recorded in this Deed, and shall not challenge or call those arrangements into question.
- 2.5 The Purchaser agrees to be bound by the terms of the Contract in every way. The Guarantor agrees to be bound by the terms of the Guarantee in the Contract.
- 2.6 The Purchaser acknowledges that the New Vendor has provided, and the Purchaser has received, a new Vendor's Statement.

3. THE DEPOSIT

- 3.1 The Purchaser authorises and directs the Current Vendor's Legal Practitioner to:
- (a) transfer any Deposit (or part thereof) paid by the Purchaser to the New Vendor's Legal Practitioner, such transfer to occur when the Current Vendor settles the sale of the Land to the New Vendor; and
 - (b) on the same date pay to the Purchaser the amount of any interest accrued from the investment of the Deposit.
- 3.2 If the Current Vendor has accepted a Bank Guarantee from the Purchaser pursuant to Special Condition 4.3 of the Contract, then when the Current Vendor settles the sale of the Land to the New Vendor:
- (a) the Purchaser shall pay to the New Vendor's Legal Practitioner the Deposit, or deliver to the New Vendor's Legal Practitioner a new Bank Guarantee in compliance with Special Condition 4.3 of the Contract recording the favouree as the New Vendor's Legal Practitioner; and
 - (b) the Current Vendor's Legal Practitioner must return the original Bank Guarantee to the Purchaser.
- 3.3 If the Purchaser fails to comply with the obligation in clause 3.2 then the Purchaser authorises and directs the Current Vendor's Legal Practitioner to present the Bank Guarantee for payment, and to pay this sum to the New Vendor's Legal Practitioner to be held as stakeholder in accordance with the provisions of the *Sale of Land Act 1962* (Vic).

4. GENERAL

- 4.1 If any term of this Agreement is void, voidable, or unenforceable it is to be severed from the Agreement, which shall otherwise remain in full force.
- 4.2 The parties will do everything reasonably necessary to give effect to this Agreement and to the transactions contemplated by it.

EXECUTED AS A DEED:

EXECUTED BY THE CURRENT VENDOR onof20

EXECUTED by JAS LDS PTY LTD (ACN 167)
303 228) in accordance with section 127 of the)
Corporations Act 2001 by being signed by its)
sole director and secretary:)

.....

Terry Livanidis

EXECUTED BY THE NEW VENDOR onof20

EXECUTED by [NEW VENDOR] in)
accordance with section 127 of the)
Corporations Act 2001)

.....
Signature of Director

.....
Signature of Director

.....
Name of Director

.....
Name of Director

EXECUTED BY THE PURCHASER onof20

SIGNED by the [PURCHASER] in the)
presence of:)

.....
Signature of Witness

.....
Signature of Purchaser

.....
Name of Witness [Please print]

.....
Name of Purchaser [Please print]

EXECUTED BY THE PURCHASER'S GUARANTORS on of 20

SIGNED by the **[GUARANTOR]** in the)
presence of:)

.....
Signature of Witness

.....
Signature of Purchaser

.....
Name of Witness [Please print]

.....
Name of Purchaser [Please print]

SIGNED by the **[GUARANTOR]** in the)
presence of:)

.....
Signature of Witness

.....
Signature of Purchaser

.....
Name of Witness [Please print]

.....
Name of Purchaser [Please print]

SCHEDULE 2

GUARANTEE AND INDEMNITY

Deed dated: / / 201

The Vendor named in the reference schedule.

The Purchaser named in the reference schedule.

The Guarantor named in the reference schedule.

RECITALS

- A. At the request of the Guarantor, the Vendor has agreed to enter into the Contract.
- B. Each Guarantor guarantees the Purchaser's obligations under the Contract and indemnifies the Vendor on the terms stated in this Deed.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Reference schedule

Capitalised words in this guarantee and indemnity that appear in the reference schedule have the meaning given to them in the reference schedule.

1.2 Defined terms

In this guarantee and indemnity:

- (a) Business Day means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made; and
- (b) Notice means a notice or other communication connected with this guarantee and indemnity.

1.3 Interpretation

In this guarantee and indemnity:

- (a) Reference to:
 - (i) one gender includes the other genders;
 - (ii) the singular includes the plural and the plural includes the singular;
 - (iii) a person includes a body corporate; and

- (iv) a party includes the party's executors, administrators, successors and permitted assigns.
- (b) 'Including' and similar expressions are not words of limitation.
- (c) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (d) Headings are for convenience of reference only and do not form part of this guarantee and indemnity or affect its interpretation.
- (e) This guarantee and indemnity or a provision of this guarantee and indemnity must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this guarantee and indemnity or the inclusion of the provision in this guarantee and indemnity.
- (f) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

2. CONSIDERATION

The Guarantor has requested the Vendor to enter into the Contract with the Purchaser and the Vendor does so in consideration of this guarantee and indemnity.

3. CONTRACT

The Guarantor acknowledges that it has been given a copy of the Contract and has had full opportunity to consider its provisions before entering into this guarantee and indemnity.

4. GUARANTEE

4.1 Prompt performance

The Guarantor guarantees to the Vendor prompt performance of all of the obligations of the Purchaser contained or implied in the Contract.

4.2 Payment

If the obligation of the Purchaser is to pay money, the Vendor may if the Purchaser has not paid the money when due immediately recover the money from the Guarantor as a liquidated debt without first commencing proceedings or enforcing any other right against the Purchaser or any other person.

5. INDEMNITY

5.1 Loss or damage

The Guarantor indemnifies the Vendor against any cost (including legal fees and disbursements on a full indemnity basis and any Counsel or consultant's less and expenses at

the rate charged to the Vendor), liability, loss, fine, penalty, suit, claim or damage that the Vendor may suffer because of:

- (a) a failure by the Purchaser to pay any money to the Vendor under the Contract; or
- (b) the Vendor having no legal right to recover any money from the Purchaser under the Contract; or
- (c) any money payable by the Purchaser to the Vendor under the Contract not otherwise being payable.

5.2 Principal and separate obligation

The indemnity in clause 5.1:

- (a) is in addition to and separate from the guarantee in clause 4; and
- (b) is a principal obligation and is independent of the Purchaser's obligations to the Vendor.

5.3 Demand

The Guarantor must pay the Vendor the amount owing under the indemnity in clause 5.1 on demand by the Vendor.

6. CONTINUING SECURITY

This guarantee and indemnity is a continuing security, and is not discharged or prejudicially affected by any settlement of accounts, but remains in full force until a final release is given by the Vendor.

7. MATTERS NOT AFFECTING GUARANTOR'S LIABILITY

The Guarantor's liability under clauses 4 and 5 is not affected by:

- (a) the granting of time, forbearance or other concession by the Vendor to the Purchaser or any Guarantor;
- (b) any delay or failure by the Vendor to take action against the Purchaser or any Guarantor;
- (c) an absolute or partial release of the Purchaser or any Guarantor or a compromise with the Purchaser or any Guarantor;
- (d) a variation, novation, renewal or assignment of the Contract by the Vendor, Guarantor under this guarantee and indemnity;
- (e) the termination of the Contract;

- (f) the fact that this guarantee and indemnity or the Contract is wholly or partially void, voidable or unenforceable;
- (g) the non-execution of this guarantee and indemnity by the Vendor or one or more of the persons named as Guarantor or the unenforceability of the guarantee or indemnity against one or more of the Guarantors;
- (h) the exercise or purported exercise by the Vendor of its rights under this guarantee and indemnity or the Contract;
- (i) a problem that means:
 - (i) the Vendor has no legal right to recover any money from the Purchaser;
 - (ii) the Purchaser does not owe any money that otherwise would be payable under Contract;
 - (iii) the Vendor knew of the problem, or should have known; or
 - (iv) the Purchaser could never have been required to pay the Vendor the money referred to in clause 5.1; or
 - (v) the nomination by the Purchaser of a nominee or substitute purchaser under the Contract.

8. PAYMENT LATER AVOIDED

The Guarantor's liability is not discharged by a payment to the Vendor, which is later avoided by law. If that happens, the Vendor, the Purchaser and the Guarantor will be restored to their respective rights and obligations as if the payment had not been made.

9. INDEMNITY ON DISCLAIMER

If a liquidator or trustee in bankruptcy disclaims the Contract or this guarantee and indemnity, the Guarantor indemnifies the Vendor against all resulting loss.

10. GUARANTOR NOT TO PROVE IN LIQUIDATION OR BANKRUPTCY

Until the Vendor has received all money payable to it by the Purchaser:

- (a) the Guarantor must not prove or claim in any liquidation, bankruptcy, composition, arrangement or assignment for the benefit of creditors of the Purchaser; and
- (b) the Guarantor must hold any claim it has and any dividend it receives on trust for the Vendor.

11. GUARANTOR NOT TO CLAIM BENEFITS OR ENFORCE RIGHTS

Until the Guarantor's liability under this guarantee and indemnity is discharged the Guarantor may not, without the consent of the Vendor:

- (a) claim the benefit or seek the transfer (in whole or in part) of any other guarantee, indemnity or security held or taken by the Vendor;
- (b) make a claim or enforce a right against the Purchaser or any other guarantor or against the estate or any of the property of any of them (except for the benefit of the Vendor); or
- (c) raise a set-off or counterclaim available to it or the Purchaser against the Vendor in reduction of its liability under this guarantee and indemnity.

12. COSTS AND EXPENSES

12.1 Reimbursement on demand

The Guarantor agrees to pay or reimburse the Vendor on demand for:

- (a) its costs, charges and expenses of making, enforcing and doing anything in connection with this guarantee and indemnity, including all costs actually payable by the Vendor to its legal representatives (whether under a costs agreement or otherwise); and
- (b) all taxes (except income tax) which are payable in connection with this guarantee and indemnity or any payment, receipt or other transaction contemplated by it.

12.2 Application of money

Money paid to the Vendor by the Guarantor must be applied first against payment of costs, charges and expenses under this clause 12 and then against other obligations under this guarantee and indemnity.

13. CONTINUATION ON ASSIGNMENT

If the Vendor assigns its rights under this guarantee and indemnity, the benefit of the guarantee and indemnity extends to the assignee and continues concurrently for the benefit of the Vendor regardless of the assignment unless the Vendor releases the Guarantor in writing.

14. GENERAL

14.1 Joint and several

- (a) If a party consists of more than one person this guarantee and indemnity binds each of them separately and any two or more of them jointly.
- (b) An obligation, representation or warranty in favour of more than one person is for the benefit of them separately and jointly.
- (c) A party which is a trustee is bound both personally and in its capacity as a trustee.

14.2 Notices

- (a) A Notice has no legal effect unless it is in writing.
- (b) In addition to any other method of service provided by law, a Notice may be:
 - (i) sent by prepaid post to; or
 - (ii) delivered at;
the address of the addressee set out in this contract or as subsequently notified.
- (c) If a Notice is sent or delivered in a manner provided by clause 14.3(b), it must be treated as given to and received by the party to which it is addressed:
 - (i) if sent by post, on the 2nd Business Day (at the address to which it is posted) after posting; or
 - (ii) if otherwise delivered before 4.00pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.
- (d) Any Notice by a party may be given and may be signed by its solicitor.

14.3 Governing law and jurisdiction

- (a) The law of Victoria governs this guarantee and indemnity.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of Victoria and of the Commonwealth of Australia.

14.4 Severability

If anything in this guarantee and indemnity is unenforceable, illegal or void then it is severed and the rest of this guarantee and indemnity remains in full force.

14.5 Entire Agreement

This guarantee and indemnity and the documents referred to in it are the entire agreement between the parties and supersede and discharge all previous negotiations and agreements.

14.6 Waiver and variation

A provision of or a right created under this contract cannot be:

- (a) waived except in writing signed by the party granting the waiver; or
- (b) varied except in writing signed by or on behalf of the parties.

EXECUTED as a deed and delivered on the day of 201.....

SIGNED, SEALED AND DELIVERED by the)
GUARANTOR in the presence of:)
)

.....
Signature of Witness

.....
Signature of Guarantor

.....
Name of Witness

.....
Address of Witness

SIGNED, SEALED AND DELIVERED by the)
GUARANTOR in the presence of:)
)

.....
Signature of Witness

.....
Signature of Guarantor

.....
Name of Witness

.....
Address of Witness

SIGNED, SEALED AND DELIVERED by the)
GUARANTOR in the presence of:)
)

.....
Signature of Witness

.....
Signature of Guarantor

.....
Name of Witness

.....
Address of Witness

REFERENCE SCHEDULE

Vendor:	JAS LDS PTY LTD (ACN 167 303 228) of Suite 2, Building 2, 270 Ferntree Gully Road, Notting Hill VIC
Property:	Lot: Car Park Lot: Storage Lot: on Proposed Plan of Subdivision PS 820771X annexed to the Vendor's Statement being part of the land known as 1 Como Street, Malvern and more particularly described as the land in Plan of Consolidation CP168684E on Certificate of Title Volume 9835 Folio 054.
Purchaser(s):	Name: Address: Name: Address:
Guarantor:	Name: Address: Name: Address:
Price:	AUD\$
Contract:	The Contract of Sale of the Property made between the Vendor and the Purchaser at the Price stated above and dated the day of 201

SCHEDULE 3

CHECKLIST



Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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



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.

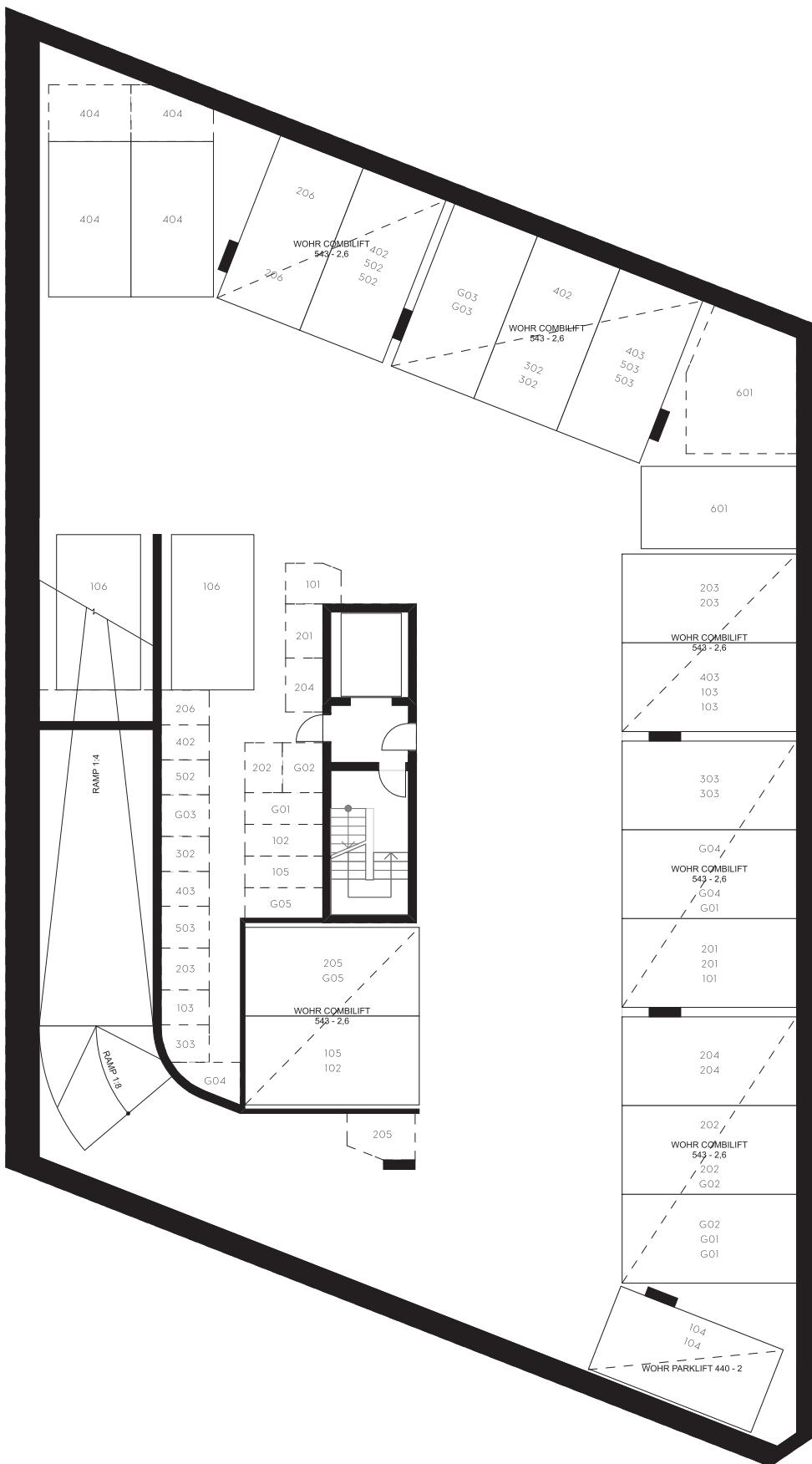
ANNEXURE A

BUILDING PLANS

NOTICE

Any areas, measurements and dimensions set out in the Building Plans are approximate only and are, unless otherwise expressly specified, are calculated in accordance with the Property Council of Australia's Method of Measurement for Residential Property.

BASEMENT TWO



0 1 2 3 4 5m

DISCLAIMER

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LANDIS
SINCE 1902

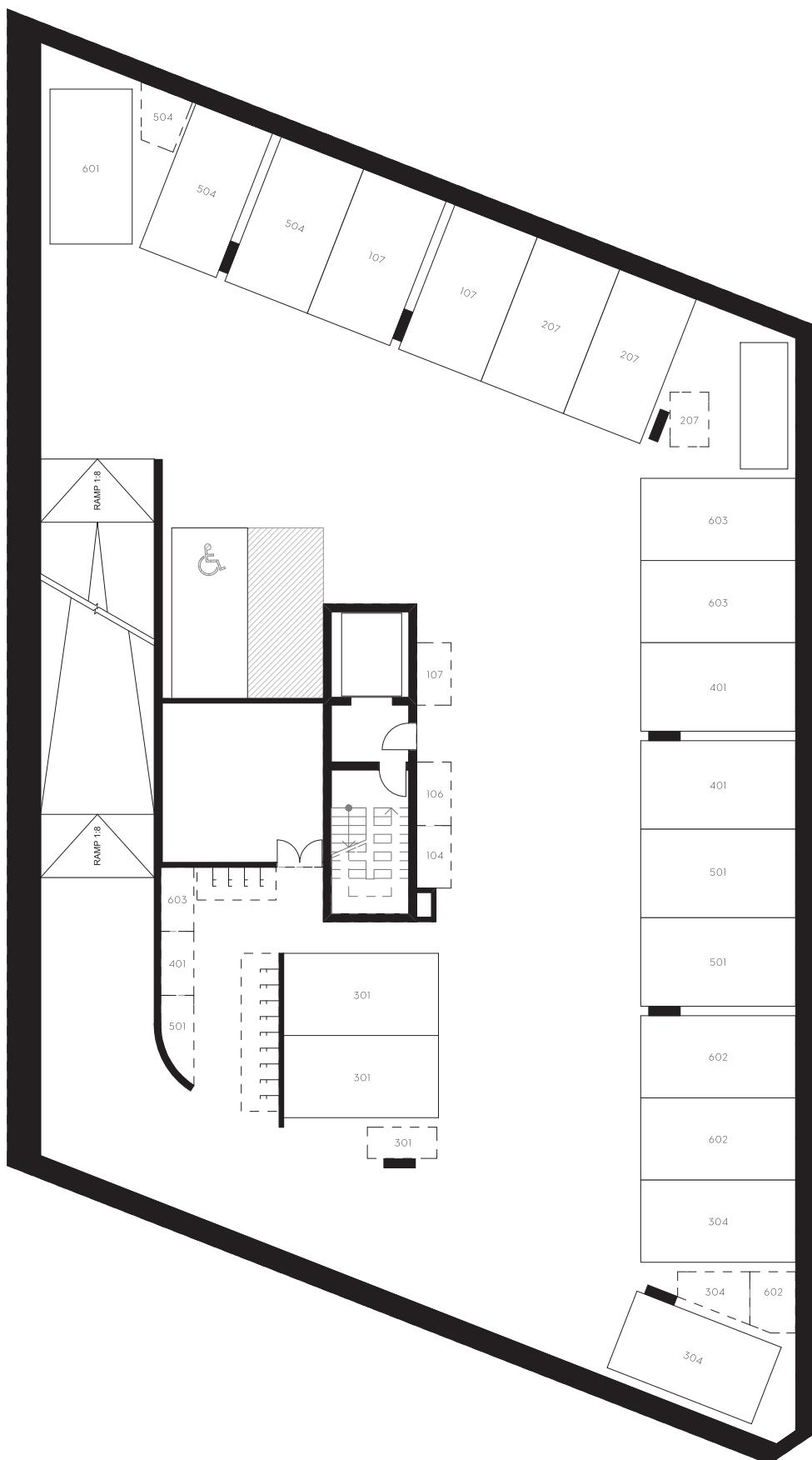
TELHA
CLARKE

STUDIO TATE



baracon.

BASEMENT ONE



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SINCE 1902

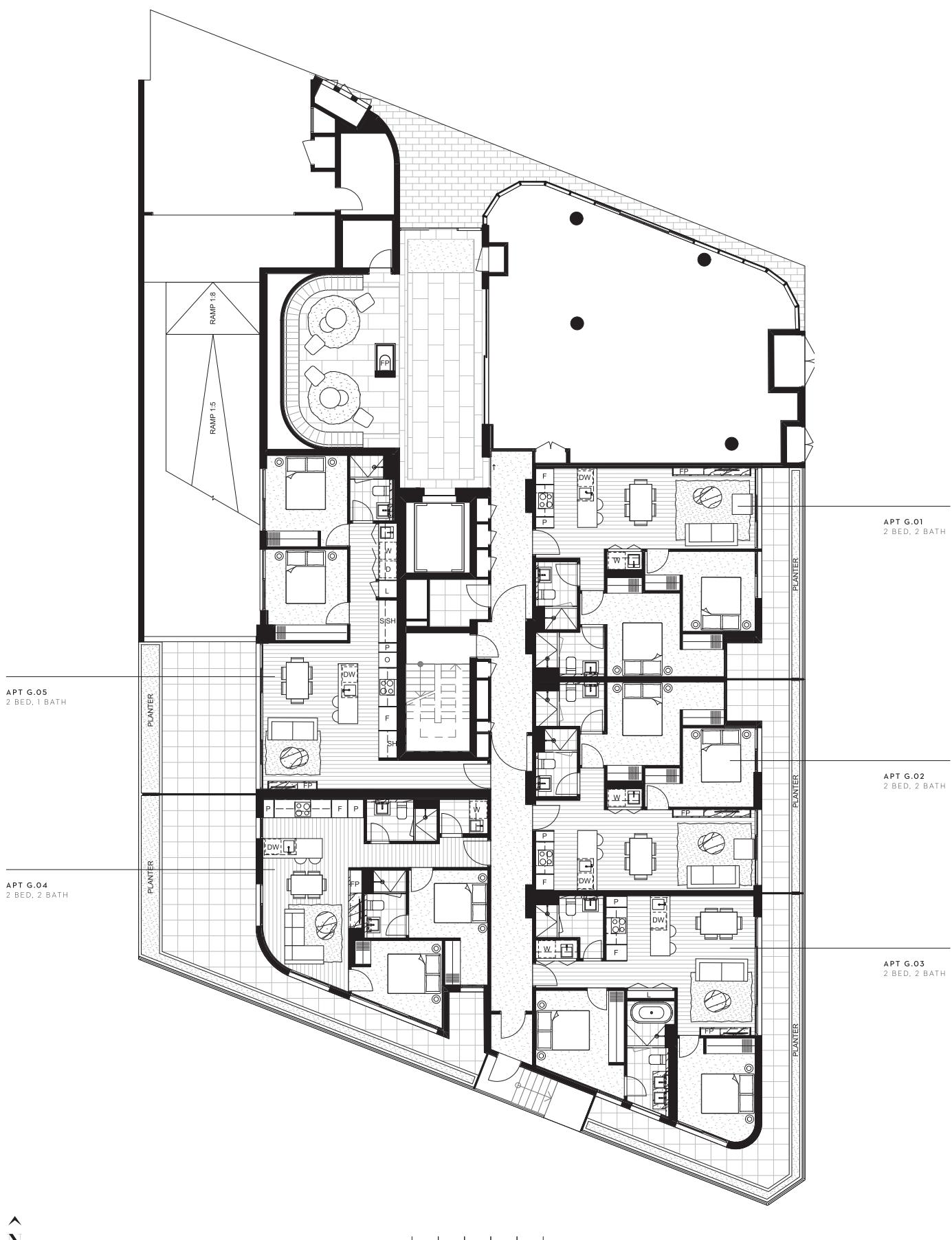
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GROUND LEVEL



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LANDIS
SINCE 1902

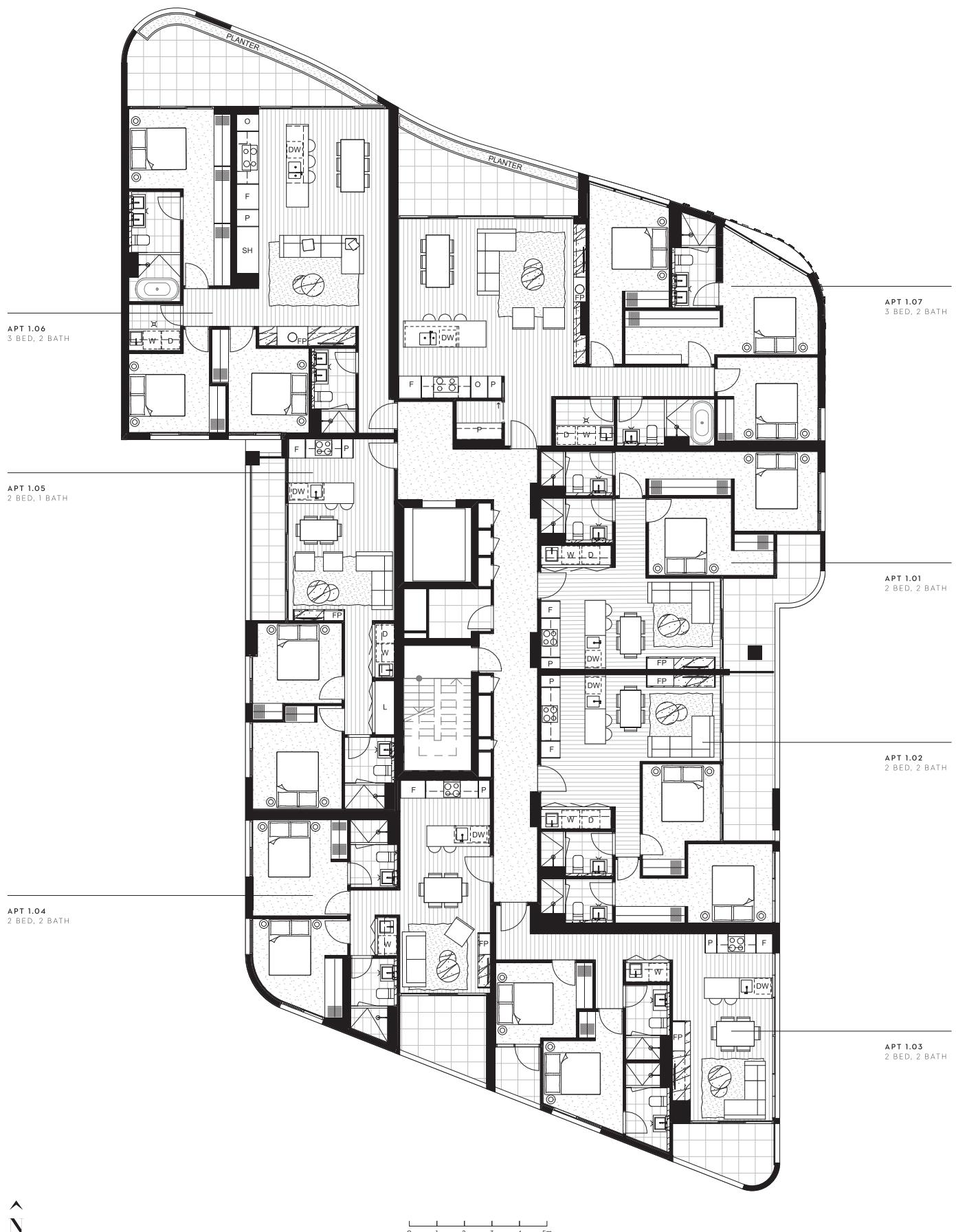
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STUDIO TATE



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LEVEL ONE



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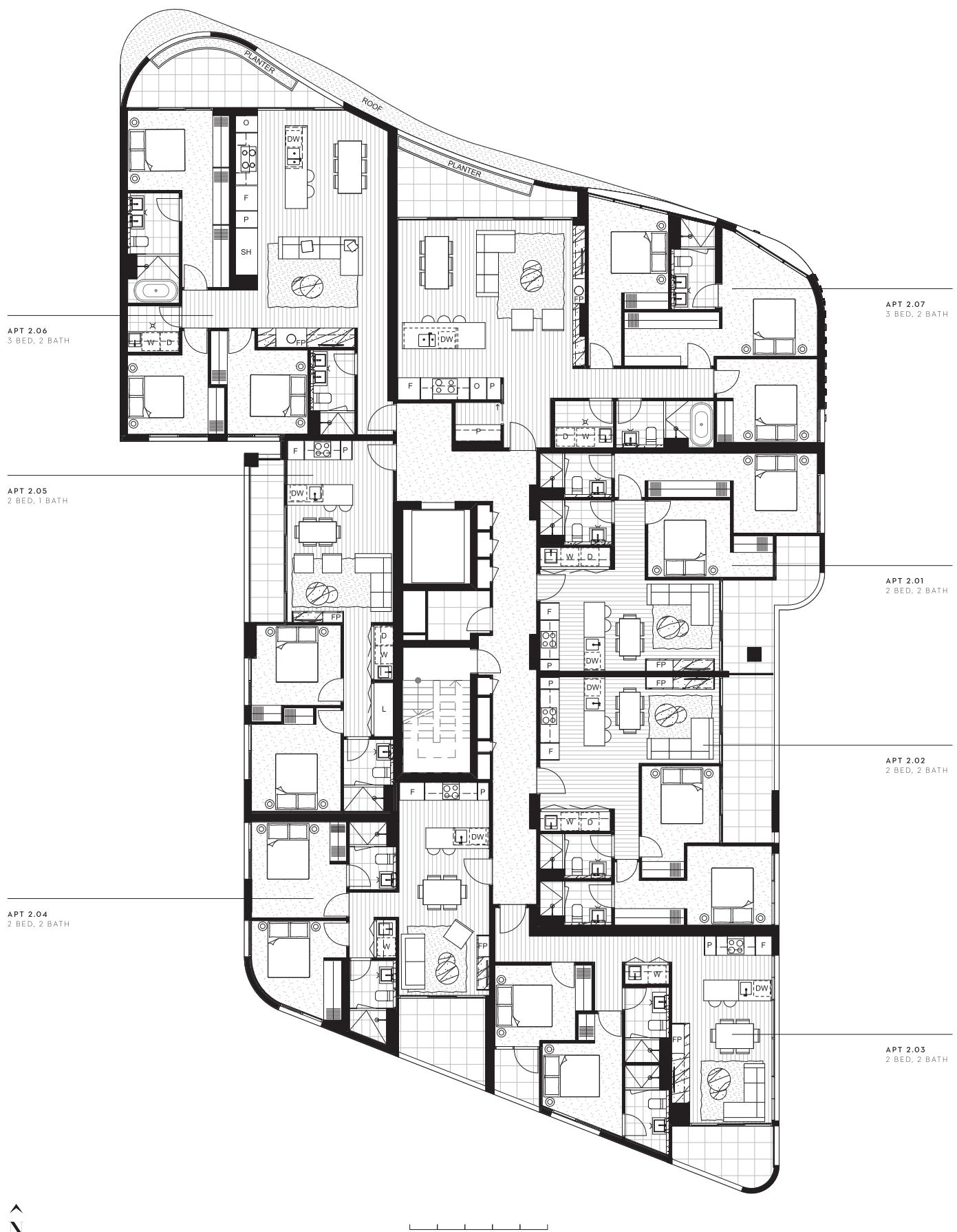
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STUDIO TATE

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LEVEL TWO



DISCLAIMER

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LANDIS
SINCE 1902

TELHA
CLARKE

STUDIO TATE

baracon.

LEVEL THREE



DISCLAIMER

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LANDIS
SINCE 1902

**TELHA
CLARKE**

STUDIO TATE

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LEVEL FOUR



DISCLAIMER

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LANDIS
SINCE 1902

**TELHA
CLARKE**

STUDIO TATE

baracon.

LEVEL FIVE



DISCLAIMER

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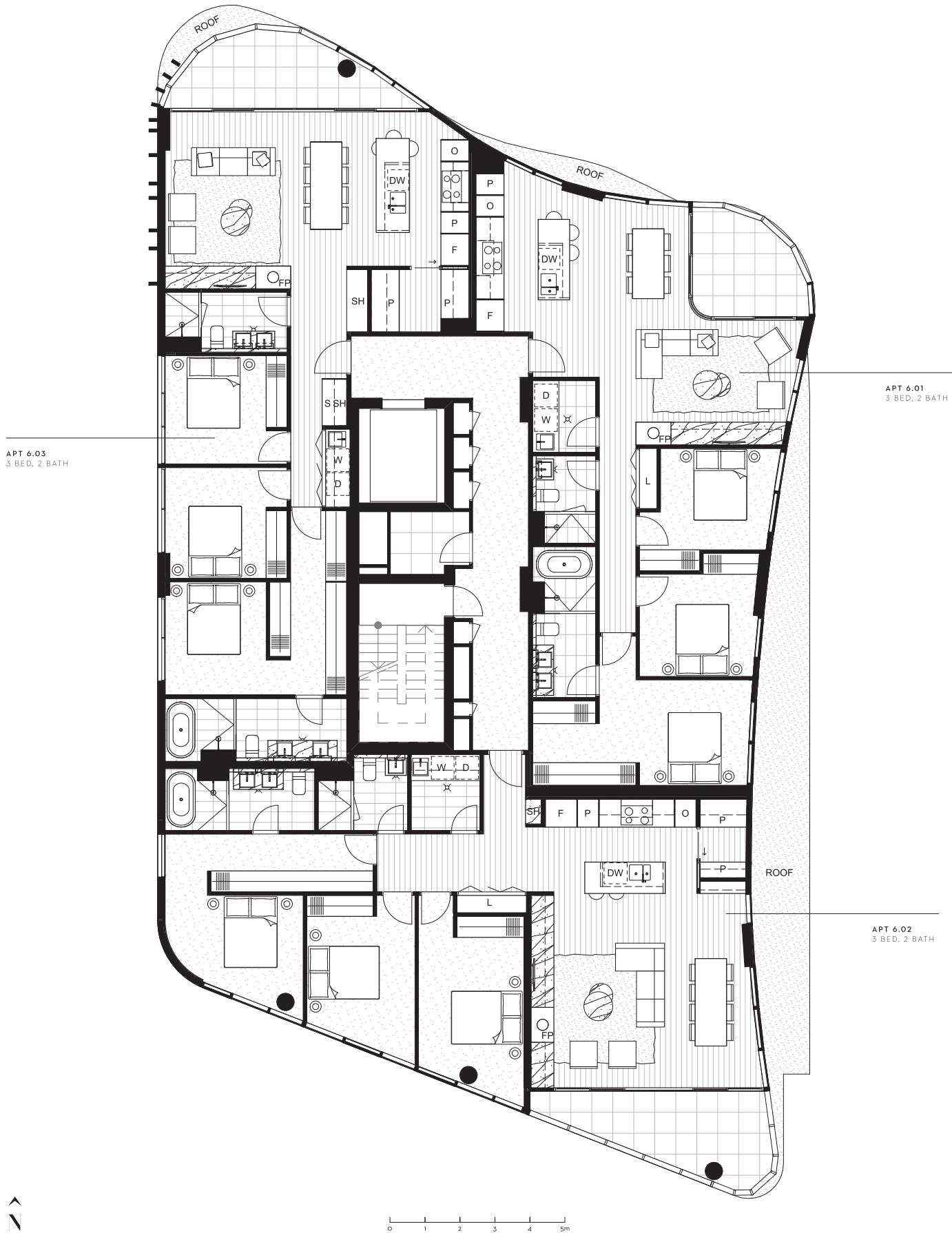
LANDIS
SINCE 1902

**TELHA
CLARKE**

STUDIO TATE

baracon.

LEVEL SIX



DISCLAIMER

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LANDIS
SINCE 1902

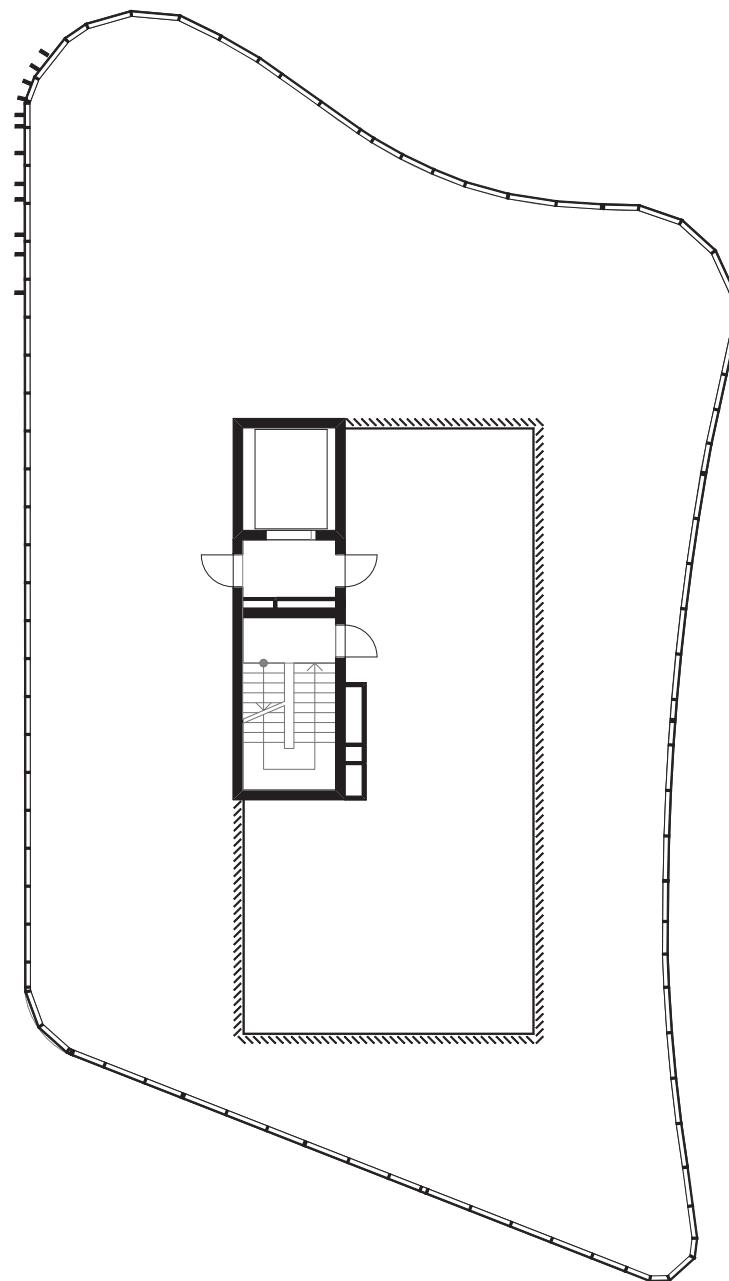
**TELHA
CLARKE**

STUDIO TATE



baracon.

ROOF



↗
N

0 1 2 3 4 5m

DISCLAIMER

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LANDIS
SINCE 1902

TELHA
CLARKE

STUDIO TATE

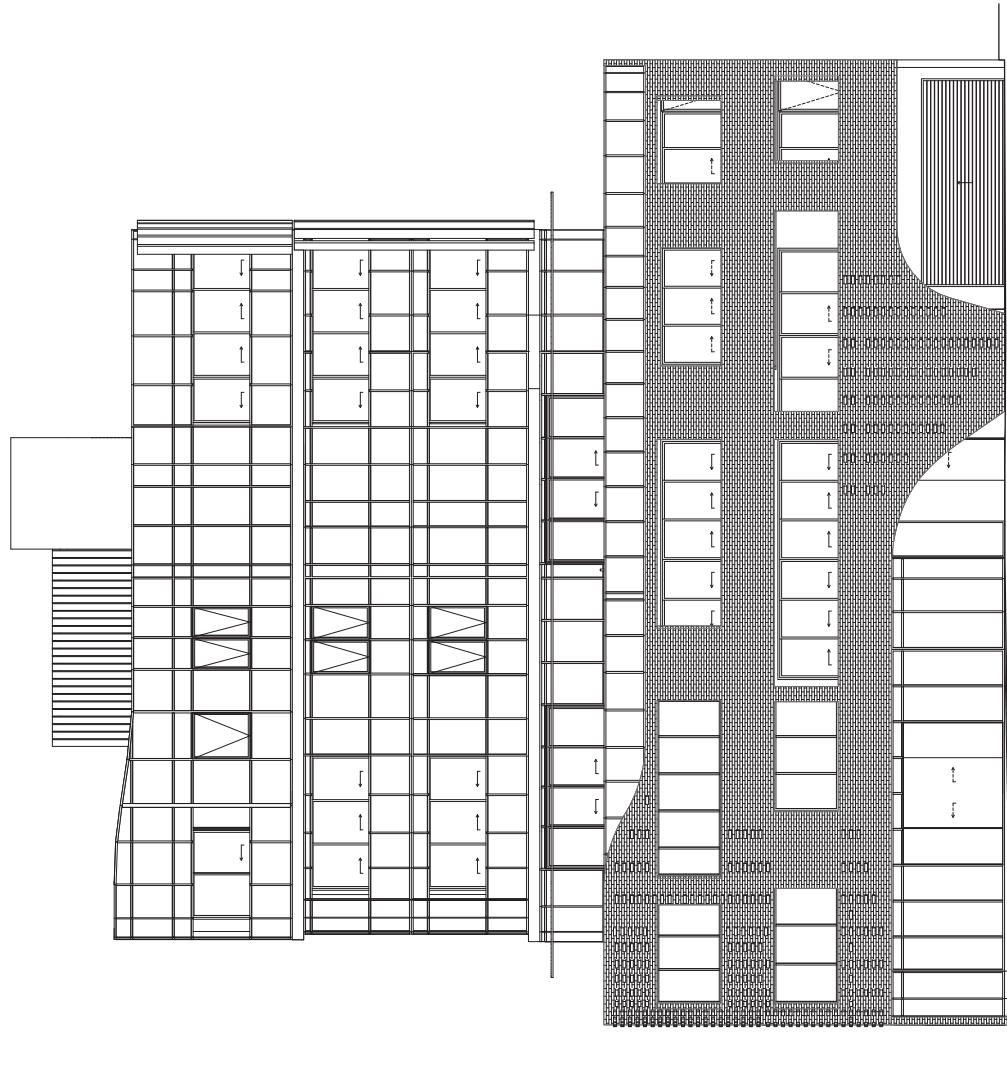


baracon.



Notations:
PG = Privacy Glass
HLG = High Level Glazing



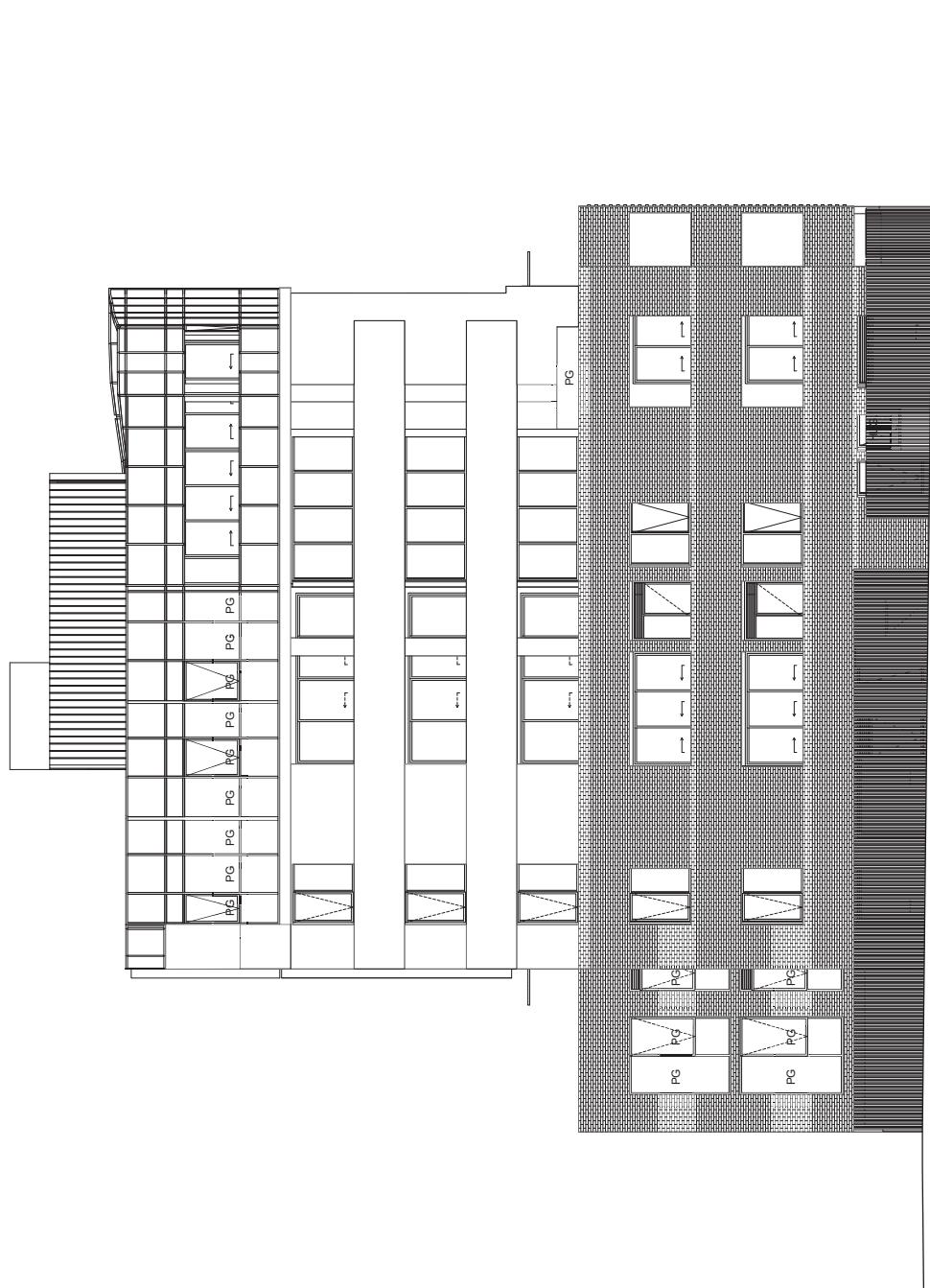


Notations:

PG = Privacy Glass
HLG = High Level Glazing

0 1 2 3 4 5m

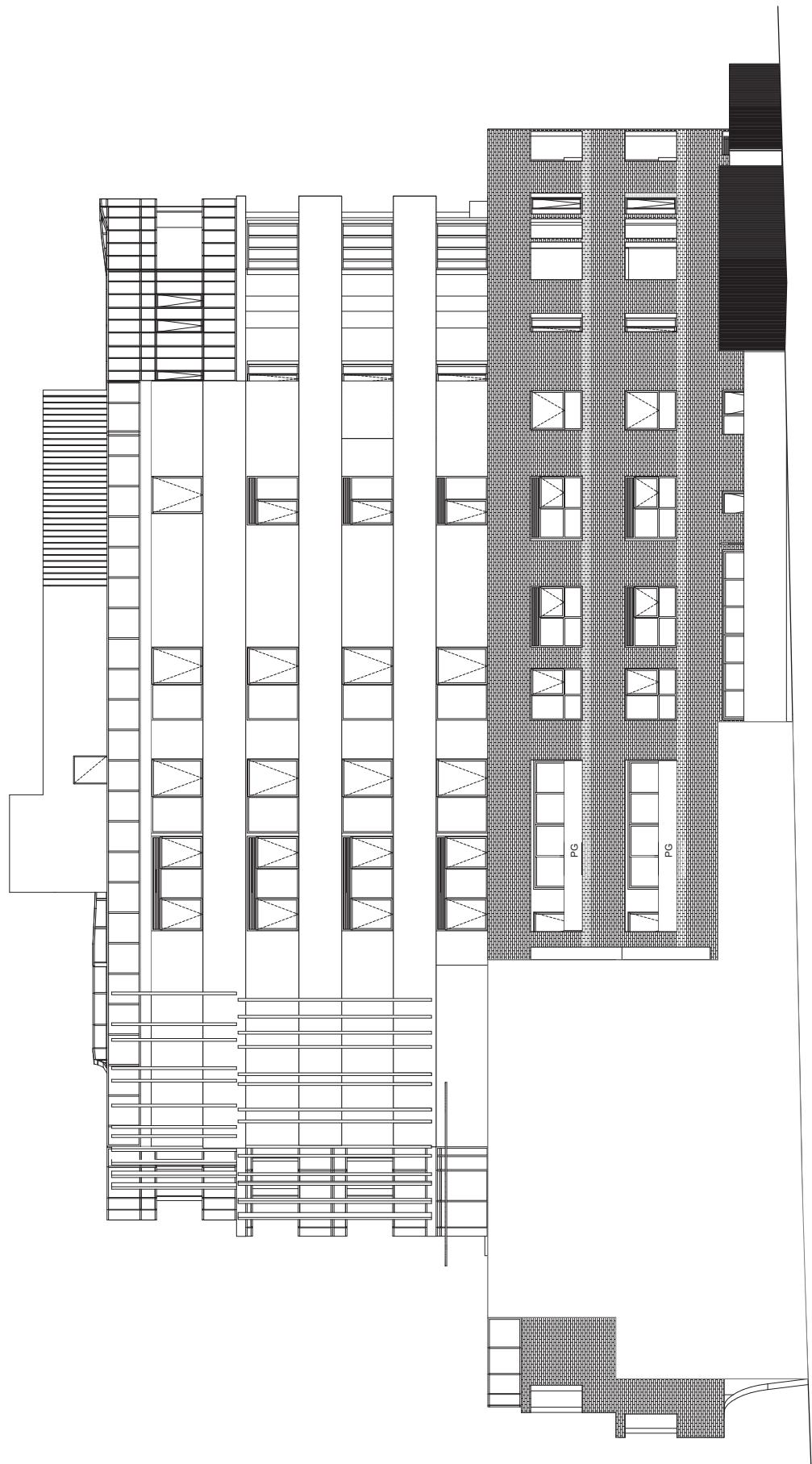




Notations:
PG = Privacy Glass
HLG = High Level Glazing

0 1 2 3 4 5m





Notations:
 PG = Privacy Glass
 HLG = High Level Glazing

0 1 2 3 4 5m

ANNEXURE B

SPECIFICATIONS

STUDIO TATE

Schedule	Finishes- Dark Scheme	Issue	Contract of Sale
Date	14.06.2018	Revision	-
Project Number	17030	Track Changes	
Project Name	No. 1 Como	Total Pages	5

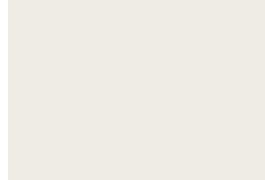
General Note:

Images are indicative of style only. The code and description take precedence. If there is a conflict in information provided in this schedule the contractor is obliged to confirm the specification with the designer prior to procurement. Substitutions will not be accepted without prior written consent from the designer or revision to this schedule. The Builder / Contractor / Project Manager is required to confirm all specifications with supplier prior to issuing construction documents. Contractor to provide control samples for confirmation prior to installation. Install finishes / fittings as per the manufacturer's written instruction.

General

Paint Finish

Natural White



Timber Floorboard

European Oak
Timber Flooring



STUDIO TATE

Kitchen

Benchtop and
Splashback

Natural Stone



Joinery

Custom designed
joinery in 2PAC finish



Kitchen Island blade
leg (where
necessary)

Metal finish



Laundry

Benchtop and
Splashback

Reconstituted Stone



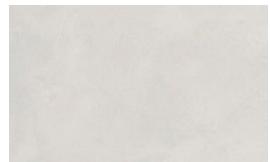
Joinery

Custom designed
joinery in 2PAC
finish



STUDIO TATE

Floor Tile



Bathrooms

Vanity Benchtop

Natural Stone



Vanity Joinery

Custom designed
joinery in 2PAC finish



Mirrored Cabinet

Custom designed
mirrored cabinets
with metal frame

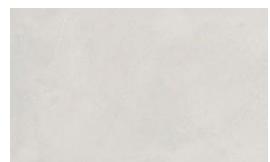


Shower Screen

Frameless glass
shower screen



Floor and Wall Tile



STUDIO TATE

Wall Tile (above
datum)



Bedroom

Carpet

Wool Blend



Robe Joinery

Custom designed
joinery in 2PAC finish



Living

Plinth benchtop

Natural Stone



Joinery

Custom designed
joinery in 2PAC finish



STUDIO TATE

Shelving

Metal Finish



STUDIO TATE

Schedule	Finishes- Light Scheme	Issue	Contract of Sale
Date	14.06.2018	Revision	-
Project Number	17030	Track Changes	
Project Name	No. 1 Como	Total Pages	5

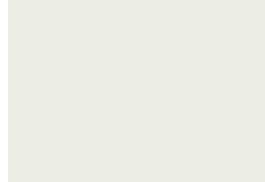
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General

Paint Finish

Natural White



Timber Floorboard

European Oak
Timber Flooring



STUDIO TATE

Kitchen

Benchtop and
Splashback

Natural Stone



Joinery

Custom designed
joinery in 2PAC finish



Kitchen Island blade
leg

Metal finish



Feature Joinery

Fluted glass with
metal frame



Laundry

Benchtop and
Splashback

Reconstituted Stone



STUDIO TATE

Joinery

Custom designed
joinery in 2PAC
finish



Floor Tile



Bathrooms

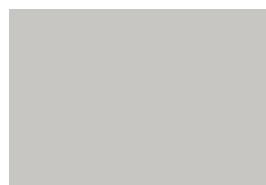
Vanity Benchtop

Natural Stone



Vanity Joinery

Custom designed
joinery in 2PAC finish



Mirrored Cabinet

Custom designed
mirrored cabinets
with metal frame



STUDIO TATE

Shower Screen

Frameless glass
shower screen



Floor Tile



Wall Tile



Bedroom

Carpet

Wool Blend



Robe Joinery

Custom designed
joinery in 2PAC finish



STUDIO TATE

Living

Plinth benchtop

Natural Stone



Joinery

Custom designed
joinery in 2PAC finish



Detail

Metal Finish



Feature Joinery

Fluted glass with
metal frame



STUDIO TATE

Schedule	Fixtures- 2 Bed	Issue	Contract of Sale
Date	29.06.2018	Revision	B
Project Number	17030	Track Changes	-
Project Name	No. 1 Como	Total Pages	10

General Note:

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Kitchen

Kitchen undermount sink

Manufacturer: Abey
Finish: Stainless Steel



Kitchen mixer with pull out spray

Manufacturer: Astra Walker
Finish: Iron Bronze



image indicative only



STUDIO TATE

Steam Combi Oven

Manufacturer: Miele
Finish: Obsidian Black or
Brilliant White
Size: 595W x 456H x
572Dmm



600W Cooktop

Manufacturer: Miele
Finish: Stainless Steel
Size: 585W x 515D mm



600W Rangehood

Manufacturer: Miele
Finish: Stainless Steel
Size: 584W x 63H x 297D



60cm Integrated Fridge / Freezer

Manufacturer: Fisher &
Paykel
Finish: Fully Integrated
Size: 555W x 544D x
1773H mm



Integrated Dishwasher

Manufacturer: Miele
Finish: Fully Integrated
Size: 598W x 805H x
570Dmm



STUDIO TATE

Pull Out Pantry

Finish: Fully Integrated



Integrated Waste Bin



Cleaning Caddy

Finish: Chrome plated



Cutlery Insert

Finish: to suit carcass



STUDIO TATE

Scullery

Undermount sink

Manufacturer: Abey
Finish: Stainless Steel



Mixer with pull out spray

Manufacturer: Astra
Walker
Finish: Iron Bronze



image indicative
only

Laundry

Laundry Sink

Manufacturer: Abey
Finish: Stainless Steel



Mixer with pull out spray

Manufacturer: Astra
Walker
Finish: Iron Bronze



image indicative
only



STUDIO TATE

Laundry Hanging Rail



Finish: Stainless Steel

Master Ensuite

Bathroom under counter
basin



Manufacturer: Streamline
Finish: White

Bathroom Wall Mixer &
Outlet



Manufacturer: Astra
Walker
Finish: Iron Bronze

image indicative
only

Shower Head



Manufacturer: Astra
Walker
Finish: Iron Bronze

image indicative
only

Shower and Bath Mixer



Manufacturer: Astra
Walker
Finish: Iron Bronze

image indicative
only



STUDIO TATE

Toilet

Finish: White

Astra Walker
C: Andrew Shirtliff
M: 0439 202 590

Bathrooms
Throughout



Push Plate

Finish: Iron Bronze

Manufacturer: Astra
Walker



image indicative
only

Toilet Roll Holder

Manufacturer: Astra
Walker

Finish: Iron Bronze



image indicative
only

Freestanding Bath

Manufacturer: Caroma

Finish: White Acrylic

Size: 805W x 1580L x 560D
mm



Bath Spout

Manufacturer: Astra
Walker

Finish: Iron Bronze



image indicative
only



STUDIO TATE

Single Towel Rail

Manufacturer: Astra
Walker
Finish: Iron Bronze



image indicative
only

Robe Hook

Manufacturer: Astra
Walker
Finish: Iron Bronze



image indicative
only

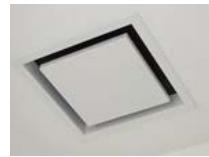
Lineal Floor waste

Manufacturer: Stormtech
Finish: Tile Insert



Exhaust Fan

Manufacturer: Halliday
and Baillie
Finish: White



Patch Fittings

Finish: Iron Bronze



Bathroom 02 (If applicable)

Bathroom under counter
basin

Manufacturer: Streamline
Finish: White



STUDIO TATE

Bathroom Wall Mixer &
Outlet

Manufacturer: Astra
Walker
Finish: Iron Bronze



image indicative
only

Shower Head

Manufacturer: Astra
Walker
Finish: Iron Bronze



image indicative
only

Shower and Bath Mixer

Manufacturer: Astra
Walker
Finish: Iron Bronze



image indicative
only

Toilet

Finish: White

Astra Walker
C: Andrew Shirtliff
M: 0439 202 590

Bathrooms
Throughout



Push Plate

Finish: Iron Bronze

Manufacturer: Astra
Walker



image indicative
only



STUDIO TATE

Toilet Roll Holder

Manufacturer: Astra
Walker
Finish: Iron Bronze



image indicative
only

Single Towel Rail

Manufacturer: Astra
Walker
Finish: Iron Bronze



image indicative
only

Robe Hook

Manufacturer: Astra
Walker
Finish: Iron Bronze



image indicative
only

Lineal Floor waste

Manufacturer: Stormtech
Finish: Tile Insert



Exhaust Fan

Manufacturer: Halliday
and Baillie
Finish: White



Patch Fittings

Finish: Iron Bronze



**OPTIONAL EXTRAS
PLEASE DISCUSS WITH AGENT**

STUDIO TATE

Living

Electric Fireplace

Manufacturer:

Jetmaster

Size: 800L x 305H mm



Note: This is an optional extra which may be selected for an additional costs. Please discuss with the agent.



STUDIO TATE

Schedule	Fixtures- 3 Bed	Issue	Contract of Sale
Date	14.06.2018	Revision	-
Project Number	17030	Track Changes	
Project Name	No. 1 Como	Total Pages	10

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Kitchen

1.5 undermount sink

Finish: Stainless Steel



Mixer with pull out spray

Finish: Iron Bronze



image indicative
only

600W Combi Oven

Manufacturer: Miele

Colour: Brilliant White

Size: 595W x 456H x 572D
mm



STUDIO TATE

600W Warming Drawer



Manufacturer: Miele
Colour: Brilliant White
Size: 595W x 141H x 570D mm

600W Oven



Manufacturer: Miele
Colour: Brilliant White
Size: 554W x 579H x 547D mm

900W Gas Cooktop



900W Built In Rangehood



Manufacturer: Miele
Canopy Size: 884W x 297D x 63H mm
Finish: Stainless Steel

900W Integrated Fridge / Freezer



Manufacturer: Fisher & Paykel
Size: 896W x 606D x 1798mmH mm
Finish: Fully Integrated

image indicative only



STUDIO TATE

Integrated Dishwasher

Manufacturer: Miele
Size: 598W x 805H x 570D
mm
Finish: Fully Integrated



image indicative
only

Pull Out Pantry

Finish: Stainless Steel



Pull-out Waste Bins



Kitchen Cleaning Caddy

Finish: Chrome plated



STUDIO TATE

Cutlery Insert

Finish: To suit carcass



Scullery

Single undermount sink

Finish: Stainless Steel



Mixer with pull out spray

Finish: Iron Bronze



image indicative
only

Laundry

Single undermount sink

Finish: Stainless Steel



Mixer with pull out spray

Finish: Iron Bronze



image indicative
only



STUDIO TATE

Laundry Hanging Rail



Finish: Stainless Steel

Master Ensuite

Under counter basin



Basin Wall Mixer & Outlet



Finish: Iron Bronze

image indicative
only

Shower Head



Finish: Iron Bronze

image indicative
only

Shower and Bath Mixer



Finish: Iron Bronze

image indicative
only



STUDIO TATE

Toilet Pan Inwall Cistern
and Push Plates

Finish: White

Push Plate
Finish: Iron Bronze



image indicative
only

Toilet Roll Holder

Finish: Iron Bronze



image indicative
only

Freestanding Bath

Finish: White Acrylic



Bath Spout

Finish: Iron Bronze



image indicative
only



STUDIO TATE

Single Towel Rail

Finish: Iron Bronze



image indicative
only

Robe Hook

Finish: Iron Bronze



image indicative
only

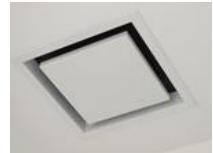
Lineal Floor waste

Finish: Tile Insert



Exhaust Fan

Finish: White



Patch Fittings

Finish: Iron Bronze



STUDIO TATE

Bathroom 02

Under counter basin

Finish: White



Basin Wall Mixer & Outlet

Finish: Iron Bronze



image indicative
only

Shower Head

Finish: Iron Bronze



image indicative
only

Shower and Bath Mixer

Finish: Iron Bronze



image indicative
only



STUDIO TATE

Toilet Pan Inwall Cistern
and Push Plates

Finish: White

Push Plate

Finish: Iron Bronze



image indicative
only

Toilet Roll Holder

Finish: Iron Bronze



image indicative
only

Single Towel Rail

Finish: Iron Bronze



image indicative
only

Robe Hook

Finish: Iron Bronze



image indicative
only



STUDIO TATE

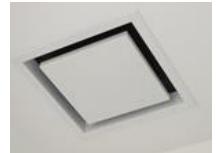
Lineal Floor waste

Finish: Tile Insert



Exhaust Fan

Finish: White



Patch Fittings

Finish: Iron Bronze



Living

Gas Fireplace

Built In



Gas Fireplace

3 sided



STUDIO TATE

Schedule	Lighting	Issue	Contract of Sale
Date	14.06.2018	Revision	-
Project Number	17030	Track Changes	
Project Name	No 1 Como	Total Pages	2

General Note:

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General

Downlight



Finish: White

Kitchen

Recessed Strip Light



Within joinery

Feature Light



Feature light fitting
specified



STUDIO TATE

Scullery

Recessed Strip Light

Within joinery



Bathroom

Downlight
IP Rated

Finish: White



Feature Light

Feature light fitting
specified



ANNEXURE C

OWNERS CORPORATION RULES

Owners Corporation Rules

Owners Corporation No. 1 on Plan of Subdivision PS820771X

Como
1 Como Street
MALVERN VIC 3144

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NOTES

These Rules may not provide for a matter which is provided for in the Model Rules (Model Rules for an Owners Corporation – Regulation 8 – Schedule 2) prescribed from time to time pursuant to Section 139 of the Owners Corporations Act 2006. If this is the case then these Rules will be deemed to include the provisions of the Model Rules relating to that matter.

A. Recital

The following Rules have been prepared and are registered with the plan of subdivision to administer and manage the conduct of all owners, occupiers, visitors, guests, contractors and others who may enter upon the plan of subdivision.

Your Owners Corporation (s) is responsible for ensuring that appropriate rules, measures and procedures are established to govern matters common to owners and occupiers who reside at Como.

The following rules are binding on Members, Occupiers and the Owners Corporation and are able to be amended by the Owners Corporation in accordance with the Act.

Occupiers must comply with these Rules and the relevant laws and,

- (a) Take all reasonable actions to ensure Invitees comply with the following Rules
- (b) Make their invitees leave the Building if they do not comply with the following Rules
- (c) Take reasonable care about who is invited into the Building
- (d) Accompany Invitees at all times, except when they are entering or leaving the Building, and
- (e) Not allow another person to do anything which an Occupier cannot do under the following Rules

Members are responsible for any act, negligence, breach or failure to comply with the following Rules or laws by all of their Invitees (including the occupier(s) of their Lot and their Invitees)

The Owners Corporation exercises such responsibilities through enforcing the Rules and by appointing a Committee of Management in order to give direction to the Manager and to assist with the resolution of matters which are not the responsibility of that Manager.

The Owners Corporation must abide by the Rules, Act and Regulations and in carrying out its functions and powers must act honestly and in good faith and exercise due care and diligence

The following Rules are for the purpose of the control, management, administration and use of a Lot or the Common Property to ensure that you have quiet enjoyment of your Lot and/or Common Property at Sirocco

These Rules may be added to, amended or revoked by the passing of a Special Resolution (refer Section 96 of the Owners Corporations Act 2006).

B. Definitions

In these rules:

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

Como means the land and improvements contained in the Plan and include all the Lots and the Common Property.

Owners Corporation Rules
Owners Corporation No. 1 on Plan of Subdivision PS820771X
1 Como Street, Malvern, 3144

Building Works means all design, building and construction works including the construction, erection, fixing, installation or otherwise or any item not originally included with or part of a Lot or Common Property.

Common Property means the land and any improvements erected on 1 Como Street, Malvern, 3144 designated as common property on the Plan.

Developer means JAS LDS Pty Ltd (ACN 167 303 228) or Related Body Corporate responsible for the development of the Land and creation of Lots and includes the Developer's successors and assigns and where it is consistent with the context includes the Developer's employees, agents, contractors, subcontractors and invitees.

Development means the development of Como as a mixed use residential community and associated facilities including the marketing and sale of Lots.

Dispute means a dispute or other matter arising under the Act, Regulations or Rules including a dispute or matter relating to:

- (a) the operation of the Owners Corporation;
- (b) an alleged breach by a Member or Occupier of an obligation imposed on that person under the Act, Regulations or the Rules; or
- (c) the exercise of a function by a Manager in respect of the Owners Corporation.

Domestic Building Contract means any domestic building contract within the meaning of the *Domestic Building Contracts Act 1995 (Vic)* entered into by the Initial Owner.

Governmental Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Initial Owner has the same meaning as it has under the Act and where the context requires includes its successors and assigns.

Land means the whole of the land described in the Plan.

Lot means a lot shown on the Plan.

Manager means the person or entity appointed by the Owners Corporation as Manager of the Owners Corporation(s) 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 their invitees.

Occupier means the person or entity authorised by the Member to occupy the designated Lot as tenant or licensee and where the context requires includes the Occupier's invitees.

Owners Corporation means the Owners Corporation created on registration of the Plan and includes Owners Corporation No. 1.

Plan means plan of subdivision no. PS820771X.

Recreational Facilities means those facilities and open spaces created by Owners Corporation from time to time for use by Members within the Development (if any).

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

Related Body Corporate has the same meaning given to that term in the *Corporations Act 2001 (Cth)*.

Rule or Rules means these rules which are for the purpose of the control, management, administration, use or enjoyment of the Common Property or any Lot as amended from time to time.

Special Resolution has the same meaning as it has in the Act.

C. Interpretation

In these Rules, unless the context otherwise requires:

- (a) headings are for convenience only;
- (b) words imparting the singular include the plural and vice versa;
- (c) words imparting a gender include any gender;
- (d) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes;
- (e) a reference to a law or regulations includes all laws or regulations replacing or amending them and a reference to law includes all regulations, proclamations, ordinances and rules issued under statute;
- (f) an expression imparting a natural person includes any company, partnership, joint venture, association or other owners corporation and any authority;
- (g) a reference to a thing includes part of that thing, and;
- (h) these rules operate in addition to any obligation or responsibility imposed on a Member or Occupier under statute, common law or in equity.

The Member and Occupiers of their Lot are jointly and severally liable for their obligations under the following Rules.

If any part of a Rule is unenforceable, illegal or void then it is severed and the rest of the Rule remains in force provided that it retains its intended effect.

If construing the Rule without the enforceability, illegal or void competent would result in an effect that was not intended, then the Rule itself should be severed.

After severance of any part or entire Rule, the remaining Rules shall remain in full force and effect.

The obligations and restrictions 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, any such rights, grants or privileges, prevail over the following Rules in respect of the person or persons to whom they are given.

Occupiers must not and must ensure that their Invitees do not contravene the Act, other laws or any other requirement of any Authority having jurisdiction over the Building and/or Occupier's Lot.

Occupiers must at all times work with the Owners Corporation to promote and ensure proper and orderly working and operation of the Building, common facilities, Common Property and the services contained therein.

Occupiers are to be made aware that the Balcony structure is not designed as waterproof and items left on the Balcony may be subject to damage under certain circumstances.

The following Rules apply to Owners Corporations 1 on the Plan of Subdivision which relate to all Lots.

1. Health, Safety and Security

1.1 General

- 1.1.1 An owner or occupier of a Lot must not use a Lot or the Common Property, or permit a Lot or the Common Property to be used, or do anything, so as to cause a hazard to the health, safety and/or security of an owner, occupier, or user of another Lot or any person who enters upon the Common Property.
- 1.1.2 The Owners Corporation may take whatever reasonable measures are necessary to ensure the health, safety and/or security of owners and occupiers of Lots and all persons who are entitled to use the Common Property is not compromised.
- 1.1.3 An owner or occupier of a Lot must abide by decisions and/or directions made by the Owners Corporation to ensure that the health, safety and/or security of all persons who are entitled to use the Common Property is not compromised.
- 1.1.4 An owner or occupier of a Lot must ensure compliance with all statutory requirements with respect to their Lot, including any rules and directions and decisions of the Owners Corporation relating to fire safety with respect to the Lot and the Common Property.
- 1.1.5 If an owner or occupier of a Lot fails to comply with Rules 1.1.3 and/or 1.1.4 the Owners Corporation is entitled to take such action as is required to remedy the breach, and shall be entitled to recover the costs of doing so from the owner or occupier.
- 1.1.6 An owner or occupier of a Lot must not use or interfere or tamper with any fire safety equipment except in the case of an emergency.
- 1.1.7 An owner or occupier of a Lot must install smoke detectors on their Lot and ensure that all smoke detectors installed are regularly maintained and tested and batteries are replaced regularly.
- 1.1.8 If a security key/electronic key card or similar security device affording access to the development and issued by the Owners Corporation in respect of a Unit, is lost by an Owner, Occupier, Visitor or Guest, the Owner of the relevant Unit must forfeit any security deposit paid to the Owners Corporation. They must also reimburse the Owners Corporation for all costs incurred in maintaining the security including the cost of changing locks and providing new security devices for all Lots.
- 1.1.9 The Owners Corporation may restrict access by an owner or occupier of a Lot to all or part thereof of Common Property:
 - (a) where the name and contact details of the current resident/s are not provided to building management and/or the owners corporation or;
 - (b) where an owner or occupier of a lot is in breach of an owners corporation rule relating to that part of the Common Property. For example pool, gym, function area and/or car park.
- 1.1.10 An owner or occupier must not:

- (a) leave or prop open or permit to remain open any external doors or gates providing access to the Common Property;
 - (b) compromise the security of the Common Property and keep informed the Owners Corporation Manager of any damage, forced entry or other act that might compromise the security of the Common Property; and
 - (c) permit oil leakages from any motor vehicle, trailer or motor cycle which is owned by them or under their control onto the Common Property or to allow such leakages within a Lot to spread to another Lot or the Common Property (e.g by pedestrian or vehicular traffic).
- 1.1.11 In the event of the breach of Rule 1.1.10(c) causing damage to or the dirtying of Common Property the Owners Corporation may clean the leaked substance from the Common Property and from the Lot on which it is located and recover the costs of doing so from the Lot owner or occupier but after giving 7 days notice only to be rectified.
- 1.1.12 The owners corporation reserves the right to restrict vehicles from parking in the car park in the event that the owner of the vehicle has been given written notice to rectify the leak but has failed to do so.
- 1.1.13 An owner of a Lot must ensure that all maintenance items as referred to in the maintenance schedule contained in the (buildings) occupancy permit and which are within the Lot or which the Lot owner or occupier has sole use of are checked by the owner or their representative according to the requirements as stated in the above maintenance schedule.

1.2 *Safety of children, including their exclusion from areas that may be unsafe for them or restricting activities that may be unsafe.*

- 1.2.1 An owner or occupier of a Lot must not permit any child under the age of 14 years, and over whom the owner or occupier has control, to remain unaccompanied (by a responsible adult) on Common Property, including car parking areas or function room or any recreational areas including the pool, where there is a hazard or possible danger.

1.3 *Storage and use of flammable liquids and dangerous substances and materials*

- 1.3.1 An owner or occupier of a Lot must not use or store on the Lot or on the Common Property any flammable chemical, liquid or gas or other flammable material, except chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.4 *Waste disposal*

- 1.4.1 An owner or occupier of a Lot 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. Committees and sub-committees

2.1 *Functions, powers and reporting of the committees and subcommittees*

- 2.1.1 An ordinary resolution at general meeting is required for the following decisions (which may therefore not be delegated to a committee or otherwise):

- (a) Whether to appoint a manager of the Owners Corporation; and
- (b) Who to appoint as the manager of the Owners Corporation and
- (c) Whether to revoke an appointment of a manager of the Owners Corporation.

3. Management and Administration

3.1 *Metering or services and apportionment of costs of services*

- 3.1.1 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, except in the case where a manager is appointed and that manager is entitled pursuant to their contract of appointment with the Owners Corporation, to charge a fee in relation to seeking such reimbursement.
- 3.1.2 If a supplier has issued an account to 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.
- 3.1.3 Rule 3.1.2 does not apply if the concession or rebate 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 cut off date for the rebate or concession set by the relevant supplier, or a concession or rebate that is paid directly to the lot owner or occupier.

3.2 *Common Property and Services*

- 3.2.1 An owner or occupier of a Lot must not inhibit or prevent any professional window cleaners engaged by the Owners Corporation from gaining access through their Lot or balcony within their Lot to any windows contained within the Lot for the purposes of cleaning and maintaining such window.
- 3.2.2 An owner or occupier of a Lot must not do anything or permit anything to be done on or in relation to that Lot or the Common Property so that:
 - (a) the structural integrity of any part of the Common Property is impaired;
 - (b) the provision of services through the Lot or the Common Property is interfered with in any way (except temporarily as consented to by the Owners Corporation and the owner and occupier of any Lot affected); or
 - (c) any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with.
- 3.2.3 An owner or occupier of a Lot must not cause a false fire alarm. If this rule is breached and the Owners Corporation incurs a fee or fine as a result, then the amount of such fee or fine may be recovered from the owner or occupier who caused the false alarm.
- 3.2.4 Any consent given by the Owners Corporation may be qualified or conditional.
- 3.2.5 An owner or occupier of a Lot must take all reasonable steps to ensure that their invitees comply with these rules at all times.

- 3.2.6 The amount of the security deposit as referred to in Rule 1.1.8 will be determined, from time to time, by the Owners Corporation.
- 3.2.7 These rules must be given to a resident of a Lot, not being the owner, prior to taking up occupancy.
- 3.2.8 An owner or occupier must pay interest at the rate prescribed under the *Penalty Interest Rates Act 1983* (Vic) on any outstanding fees or charges set under the Rules, Act or Regulations calculated daily from the day they are due until the day they are paid in full.
- 3.2.9 To ensure that the Common Property is respectfully occupied the Owners Corporation or its Committee of Management will from time to time:
- (a) determine the amount (\$) of the surety required to be paid by an owner or occupier when moving in or out of the Development. Such surety is to be retained by the Owners Corporation in the event of damage caused as a result of the move in or move out;
 - (b) determine the amount (\$) of the surety required to be paid by an owner or occupier to the Owners Corporation in order to secure the return of additional keys/swipes or fobs issued by the Owners Corporation; and
 - (c) determine the amount (\$) of the surety to be paid by an owner to the Owners Corporation in lieu of damage caused by contractors to the Common Property in the course of renovations or similar to the owner's Lot.
- 3.2.10 The Owners Corporation and/or the Committee of Management will from time to time issue a document entitled 'Housekeeping Rules'. These housekeeping rules will assist owners and occupiers in interpreting the rules contained herein in respect to how these rules should be applied on a daily basis. Accordingly the housekeeping rules will be binding on all residents at Como.

3.3 *Rights of the Developer*

- 3.3.1 Nothing in these rules shall prevent or hinder the Developer or the Developer's contractors from completing construction of improvements and development of the land affected by the Owners Corporation which is owned by the Developer, or from otherwise complying with the Developer's obligations under section 68(2) of the Act. Without limitation, the Developer may:
- (a) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development;
 - (b) take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development;
 - (c) exclude all and any Members or Occupiers of any Lot from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development;
 - (d) grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer or its mortgagee or chargee thinks fit;

- (e) use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works;
 - (f) use any Lot as a display Lot to assist in the marketing and sale of other Lots;
 - (g) place anywhere on the Common Property signs and other materials relating to the sale of Lots;
 - (h) conduct in a Lot or on Common Property an auction sale of a Lot;
 - (i) use in any way it considers necessary any part of the Common Property for the purpose of selling Lots;
 - (j) use in any way it considers necessary any part of the Common Property to facilitate completion of the subdivision and construction of works,
- subject to the Developer's obligations under the Act.

- 3.3.2 The Owners Corporation must sign all necessary consents to permits and/or applications required by the Developer and must close off from access by the public and Lot owners and occupiers any part of the Common Property when it is necessary to do so to facilitate the construction and subdivision by the Developer.
- 3.3.3 The Owners Corporation authorises and appoints the Developer or agent to sign whatever consents authorities, permits or other such documents as may be required to enable the Developer or its mortgagee or chargee to complete the Development.

4. Use of Common Property

4.1 General

- 4.1.1 An owner or occupier of a Lot must not obstruct or prevent the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property, or use the Common Property, or allow the Common Property to be used by any other person in such a manner as to unreasonably interfere with the quiet enjoyment of any person entitled to use the Common Property.
- 4.1.2 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 or for any other purpose, any portion of the Common Property.
- 4.1.3 An approval under Rule 4.1.2 may state a period for which the approval is granted.
- 4.1.4 An owner or occupier of a Lot must not use the Common Property for the making of any public announcement.
- 4.1.5 An owner and/or occupier must always follow the directions of the Owners Corporation when using any Common Property. This includes all directions which are signposted in or around the Common Property.
- 4.1.6 An owner or occupier of a Lot or a person who is a guest of the owner or occupier of a Lot must not smoke on the Common Property including car park.

4.1.7 An owner or occupier of a Lot must not store or keep on the Common Property or any part thereof any materials or goods including bicycles and other items except in designated areas if any and subject to terms and conditions set forth in writing by the Owners Corporation;

4.1.8 Use of Common Property power outlets is not permitted for personal use.

4.2 *Animals*

4.2.1 An owner or occupier of a Lot must not permit any animal to enter upon the Common Property unless that animal is on a leash or is being carried.

4.2.2 If an Owners Corporation has resolved that an animal is a nuisance or is a danger to persons who have a right to use the Common Property, or is causing damage to the Common Property, it must give reasonable notice of the resolution to the owner or occupier who is keeping the animal.

4.2.3 An owner or occupier of a Lot which is keeping an animal the subject of a resolution made under Rule 4.2.2 must remove that animal immediately from the Common Property after having been given written notice of such resolution.

4.2.4 Rule 4.2.3 does not apply to an animal which assists a person with an impairment or disability in relation to nuisance and damage, however the Owners Corporation may require the owner of such animal to take reasonable steps to prevent the reoccurrence of the nuisance and/or damage.

4.3 *Signage*

4.3.1 An owner or occupier of a lot must not erect or allow the erection of any 'for sale', 'auction', 'for lease' or similar board or any other sign of any description on the Common Property or within a Lot where it is visible from outside of a Lot without first obtaining the Owners Corporation's written consent.

4.4 *Moving of certain articles*

4.4.1 An owner or occupier of a Lot must comply at all times with any directions of the Manager in relation to the moving of the furniture including Rule 3.2.9.

4.4.2 An owner or occupier of a Lot must give at least seventy-two (72) hours' notice to the Owners Corporation or its representative before any furniture, fittings or equipment may be moved in or out of any Lot to enable a representative of the Owners Corporation to be present and to supervise the moving at the owner or occupier's cost. If less than 72 hours' notice is given an alternate delivery time may need to be arranged.

4.4.3 The moving of furniture, fittings or equipment must be done in a manner and at the time directed by the representative of the Owners Corporation provided that nothing herein shall restrict the movement of such items if they can be safely and adequately moved by one person and are of a nature such that damage will not be occasioned to any items of Common Property or of property belonging to the owner or occupier of any other Lot.

4.4.4 An owner or occupier of a Lot without the consent of the Owners Corporation must not use the lift for delivery or removal of goods except between the hours of 9.00 a.m. and 5.00 p.m. on business days and then only when the lift covers have been installed.

4.4.5 An owner or occupier or a guest of an owner or occupier of a Lot must not use the lift/s or foyer for the carriage of bicycles.

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- 4.4.6 An owner or occupier of a Lot must not and must ensure that any person acting on their behalf does not hold the lift doors open and/or prevent the doors of the lift closing for any lengthy periods of time so as to interfere with the normal operation of or the other Members or occupiers use of the lifts.
- 4.4.7 An owner or occupier of a Lot must not damage, obstruct or interfere with the lift stairways, corridors or any other Common Property when moving any items in or out of any Lot.
- 4.4.8 An owner or occupier of a Lot must pay compensation to the Owners Corporation in respect of such damage to the extent that the damage has not or cannot be made good pursuant to Rule 4.7.3 within 7 days of demand by the Owners Corporation.
- 4.4.9 An owner or occupier of a Lot will be required to pay for the cost of cleaning any part of the Common Property which may be necessary (as determined by the Manager in its sole discretion) as a result of the movement of furniture through the Common Property.

4.5 *Deposit of rubbish and other material on Common Property*

- 4.5.1 All general waste must be bagged in water tight bags and tied and be disposed of in such areas or receptacles as the Owners Corporation may designate from time to time.
- 4.5.2 All recycling items to be disposed of in such areas or receptacles as the Owners Corporation may designate from time to time.
- 4.5.3 All cardboard boxes are to be flattened and disposed neatly of in such areas or receptacles as the Owners Corporation may designate from time to time.
- 4.5.4 No hard rubbish is to be left on the Common Property and any resident found to be dumping hard rubbish will be directed to remove it or the Owners Corporation will cause it to be removed and charge the resident responsible for the dumping of the rubbish.
- 4.5.5 No rubbish or waste shall be placed on Common Property without the written approval of the Owners Corporation.
- 4.5.6 An owner or occupier of a Lot must not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors or down the staircase or from the balconies. Any damage or cost for cleaning or repair caused by breach of this rule shall be borne by the owner or occupier concerned.
- 4.5.7 An owner or occupier who is found responsible dumping general waste and/or recycling items on Common Property and not in the designated areas will be charged for the cost of cleaning undertaken.

4.6 *Vehicles and parking on Common Property*

- 4.6.1 An owner or occupier of a Lot must not, except in the case of emergency, permit a motor vehicle, motorcycle or trailer or other vehicle:
 - (a) to be parked or left in parking spaces situated on Common Property and allocated for other Lots; or
 - (b) on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a Lot; or

- (c) in any place situated on Common Property other than a parking area specified for that purpose by the Owners Corporation; or
 - (d) in any place situated on Common Property specified for the purposes of short term visitors parking by the Owners Corporation, except for that purpose.
- 4.6.2 An owner or occupier of a Lot shall not drive any motor vehicle, and shall not allow any vehicle to be driven in any direction other than as specified by signage or at any speed higher than indicated on any signage or as otherwise directed by the Owners Corporation.
- 4.6.3 An owner or occupier of a Lot must not wash any vehicle in any area or car parking space or any Common Property whatsoever unless an area has been specifically designated by the Owners Corporation.
- 4.6.4 An owner or occupier of a lot must not permit a guest of visitor to its lot to, and a guest or visitor, except in the case of emergency, permit a motor vehicle, motorcycle or trailer or other vehicle:
- (a) to be parked or left in allocated visitors' parking spaces for more than the posted limits unless a written permit is obtained from the Owners Corporation; or
 - (b) to be parked or left in allocated visitors' parking spaces where the purpose of the visit is to attend a property other than the Development.
- 4.6.5 The Owners Corporation and/or the Committee of Management may change the posted limits for the allocated visitors' parking spaces from time to time to meet the changing needs of owners and occupiers.

4.7 *Damages to Common Property*

- 4.7.1 An owner or occupier of a Lot must not mark, paint, damage or alter the Common Property without the written approval and direction of the Owners Corporation.
- 4.7.2 An owner or occupier of a Lot must not alter or damage in any way a structure that forms part of the Common Property without the written approval and direction of the Owners Corporation.
- 4.7.3 An owner or occupier of a Lot must notify the Owners Corporation as soon as possible after becoming aware of any damage or defect to the Common Property.
- 4.7.4 Without limiting the operation of any other rule of the Owners Corporation, an owner or occupier must make good, repair and/or reinstate any damage or alteration to the Common Property caused by the owner or occupier within seven days or such longer time as the Manager deems appropriate having regard to the nature and extent of the damage. If the owner or occupier fails to make good, repair and/or reinstate the Common Property in accordance with this rule 4.7.3 within seven (7) days or such other time as determined by the Manager, the Owners Corporation may take all necessary steps to make good, repair or reinstate the Common Property at the cost of the relevant owner or occupier, who must reimburse the Owners Corporation all of its costs of doing so within seven (7) days of the Owners Corporation's demand, and the Owners Corporation shall be entitled to recover such costs from the owner or occupier as a debt due.

4.8 *Fencing on Common Property*

- 4.8.1 If there is a restriction on a plan of subdivision which regulates the fencing on a boundary between Common Property and a Lot, and a lot owner or occupier erects a fence which

does not comply with that restriction, then the Owners Corporation may remove the fence and replace it with a fence which does comply with the restriction, or take any other action to enable the fence to comply with the restriction, and the cost of doing so shall be recoverable from the lot owner. This rule shall apply even if the Owners Corporation does not have the benefit of the restriction under the plan of subdivision.

5. Lots

5.1 Change of use of Lots

- 5.1.1 An owner or occupier of a Lot is prohibited from changing the existing use of the Lot in a way that will affect the insurance premiums for the Owners Corporation or which would constitute a breach of any permit or planning instrument.
- 5.1.2 No business or commercial activity is to be operated from the Lot except from time to time in a “home office” within a Lot and provided always that no signage for such business or commercial activity is permitted which is visible from outside the Lot.
- 5.1.3 An owner or occupier of a Lot must not use or permit a Lot to be used for any purpose which may be illegal, or may cause a nuisance or hazard to any other owner or occupier of a Lot, or guests of such owner or occupier, or interfere with the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property.

5.2 External Appearance of Lots

- 5.2.1 General
 - (a) An owner or occupier must keep their Lot and their balcony/s clean and in good repair at all times (refer Section 129 of the Act).
 - (b) An owner or occupier of a Lot must not in any way alter the external appearance of a Lot or any structure on a Lot including by any addition of any nature, change of colour, finish or decoration of any external wall or woodwork, without first obtaining the written approval and direction of the Owners Corporation.
 - (c) An owner or occupier of a Lot must not construct or erect any outside wireless, television aerial, satellite dish or receiver or thing of like nature without the previous consent in writing of the Owners Corporation.
 - (d) An owner or occupier of a Lot must keep all accessible windows within their Lot clean and not permit the window to reach a level of uncleanliness that detracts or affects the exterior appearance of the Lot or the Building.
 - (e) An owner or occupier must not store, place, retain or similar any personal contents, furniture or similar in a car space forming part of the Lot.

5.2.2 Balconies, Private Gardens, Terraces

- (a) An owner or occupier must not place, display or hang any chattel item (including any wind chimes) on or from a balcony or similar or a window forming part of the Lot or Common Property.
- (b) An owner or occupier must not store bicycles or other articles on the balconies or exteriors of the Lots.

- (c) An owner or occupier of a Lot must not construct, erect or keep any sheds, kennels, bird cages or structures of any nature or description on any terrace, patio or balcony or any tanks, hot tubs, or other items which may be of a weight that might adversely affect the terrace patio or balcony without first having obtained the written consent of the Owners Corporation and governing authorities.
- (d) An owner or occupier of a Lot must not keep any plants, planter boxes or pots on any balcony, terrace or patio that are not maintained in good health and condition and that are offensive in appearance to other Occupiers and further that the size and type of plant shall not extend beyond the boundary of the lot or obstruct the views from another lot or interfere with the use and enjoyment of their lots by the Occupiers of those lots. Care must be taken when watering or cleaning to ensure minimal disturbance to other lots.
- (e) An owner or occupier of a Lot must grant to the Owners Corporation its servants and agents upon the owner or occupier being given 7 days prior written notice, the right of access to any balcony, private garden and/or terrace forming part of the Lot for the purpose of maintenance of:
 - (i) the external walls of the Common Property;
 - (ii) the cleaning of the outside of the windows;
 - (iii) the cleaning of the external façade of the Common Property; and the cleaning of the balcony, private garden and/or terrace within the Lot and visible from the external of the building.
- (f) An owner or occupier of a Lot must not hang or place or permit to be hung or placed any garment or article of clothing sheet blanket or towel or other article on any part of the Common Property or on or from any part of the exterior of the lot including the balcony or such as to be visible from outside the lot except as provided by the Owners Corporation.

5.2.3 Awnings, Flywire Screens, Window Furnishings

- (a) An Owner or occupier of a lot must not install any awning, flywire screen, security door, or any other exterior fixture or fitting without first having obtained written approval to do so by the Owners Corporation.
- (b) An owner or occupier of a Lot must not install any curtains, blinds or other window furnishings on the interior or exterior of any windows forming part of the Lot without first having obtained written approval to do so by the Owners Corporation.

5.3 ***Renovations***

5.3.1 Requiring notice to Owners Corporation of any renovations to Lots

An owner or occupier must not perform any renovations on a Lot without having given 28 days written notice of the intended works to the Owners Corporation and the owner and occupier of all Lots abutting the Lot to be renovated.

5.3.2 Time within work on Lots can be carried out

- (a) An owner or occupier must not allow works to be carried out in a Lot outside the hours of 8.00am to 4.00pm.
- (b) The works as referred to in 5.3.2(a) above are not to be undertaken on weekends and/or public holidays
- (c) Subject to Rules 5.3.1 and 5.3.2, Rule 6 is also applicable.

5.4 Short term Occupancy of Residential Lots

- 5.4.1 To preserve the amenity of the Building for all residents, owners and occupiers of a Lot which are capable of being used for residential purposes must not, and must not permit, any lease, sub-lease, licence or sub-licence or permit any occupancy arrangement of their Lot for a period of less than twenty eight (28) days without the prior written consent of the Owners Corporation. The Common Property must not be entered or used by any person in breach of this Rule.
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6. Design Construction and Landscaping

6.1 Building Works

An owner or occupier of a Lot must not undertake any building works within or about or relating to the Lot which shall affect Common Property, services within Common Property and/or other Lots unless the owner or occupier:

- 6.1.1 submits to the Owners Corporation plans and specifications of any works proposed by the owner or occupier which affect the external appearance of the building, or any of the Common Property or which affect the building structure or services or the fire or acoustic ratings of any component of the building; and
- 6.1.2 supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic of the building and do not endanger the Common Property and are compatible with the overall services to the building, the Common Property and other Lots; and
- 6.1.3 receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of building consultants engaged by the Owners Corporation to consider such plans and specifications) are met by the proprietor or occupier and such approval shall not be effective until such costs have been paid; and
- 6.1.4 pays such reasonable costs to the Owners Corporation; and
- 6.1.5 has obtained all requisite permits, approvals and consents under all relevant laws and copies have been given to the Owners Corporation.

6.2 Requiring notice to Owners Corporation of any renovations to Lots

An owner or occupier must not perform any renovations on a Lot without having given 28 days written notice of the intended works to the Owners Corporation and the owner and occupier of all Lots abutting the Lot to be renovated.

6.3 Time within work on Lots can be carried out

- 6.3.1 An owner or occupier must not allow works to be carried out in a Lot outside the hours of 8.00am to 4.00pm on weekdays or at all on weekends and public holidays.
- 6.3.2 Works must be completed strictly in accordance with those permits, approvals and consents and any conditions contained within them.
- 6.3.3 An owner or occupier of a Lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other Lot owners and occupiers.
- 6.3.4 An owner or occupier of a Lot must ensure that the owner or occupier and their servants, agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the use of Common Property, and hours of work, the minimisation of damage to the Common Property and the services contained within the Common Property.
- 6.3.5 Before any of the owner or occupier's works commence the owner or occupier must:
 - (a) cause to be effected and maintained during the period of the building works a contracts works insurance:
 - (i) for an amount that is reasonable having regard to the value of the work; and
 - (ii) must include third party liability cover for at least \$10,000,000 for any one event;
 - (iii) must list the Owners Corporation as an interested party; and
 - (iv) must otherwise be to the reasonable satisfaction of the Owners Corporation; and
 - (b) deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation.
- 6.3.6 Access shall not be available to other Lots or the Common Property for the installation and maintenance of services and associated building works without the consent or licence of the owner of the relevant Lot or of the Owners Corporation in the case of Common Property.
- 6.3.7 An owner or occupier of a Lot must ensure that the owner or occupier and their servants, agents and contractors undertaking such works must provide protection to Common Property at all times.
- 6.3.8 An owner or occupier of a Lot shall immediately make good all damage to the Common Property, the services, or any fixtures fittings or finishes of or in the Common Property which are caused by such works and if the owner or occupier fails to immediately do so the Owners Corporation may in its absolute discretion make good the damage and dirtying and in that event the owner or occupier shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.

7. Behaviour of Persons

7.1 *Behaviour of owners, occupiers and invitees on Common Property*

- 7.1.1 An owner or occupier of a Lot must not, and 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.

7.2 *Noise and other nuisance control*

- 7.2.1 An owner or occupier of a Lot must not make or permit to be made any noise from machinery which may be heard outside the Lot between the hours of 4pm and 8am.
- 7.2.2 An owner or occupier of a Lot must not make or permit to be made any noise from music which may be heard outside the Lot between the hours of 10pm and 8am.
- 7.2.3 An owner or occupier of a Lot or a guest of an owner or occupier of a Lot must not unreasonably create or permit to be unreasonably created any noise on the Common Property likely to interfere with the peaceful enjoyment of any Lot owner or occupier or any other person entitled to use the Common Property.
- 7.2.4 Rule 7.2.1 and/or 7.2.2 does not apply to the making of a noise if the Owners Corporation has given written permission for the noise to be made.

8. Dispute Resolution

8.1 *Grievance Procedure*

- 8.1.1 The grievance procedure set out in this rule applies to disputes involving more than one of any Lot owner, occupier of a Lot, the Manager or the Owners Corporation.
- 8.1.2 A party making a complaint to the Owners Corporation pursuant to Section 152(1) of the Act ('**Complainant**') must prepare a written statement in the approved form, and provide it to the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, and all other parties involved in the dispute.
- 8.1.3 If the Complainant does not have the address of any party involved, that person may request that the Owners Corporation or grievance committee provide a copy to that party, and if the Owners Corporation or grievance committee has the address of that party, they shall do so within 7 days.
- 8.1.4 The Complainant may request, at the time of making the complaint, that the respondent attend a meeting with the complainant and the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee.
- 8.1.5 The person about whom a complaint is made ('**Respondent**') may respond in writing to the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee within 14 days of the date on which the Respondent receives the written complaint.
- 8.1.6 The Respondent may, at the time of receiving the complaint, request that the Complainant attend a meeting with the Respondent and the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee,

Owners Corporation Rules
Owners Corporation No. 1 on Plan of Subdivision PS820771X
1 Como Street, Malvern, 3144

within 7 days and the parties to the complaint must act in good faith to attempt to resolve the complaint within a further 7 days.

- 8.1.7 If the complaint cannot be resolved within the period referred to in Rule 8.1.6, the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, must notify each party of his or her right to take further action under Part 10 of the Act.
 - 8.1.8 The process outlined in this rule 8 is separate from and does not limit any further action under Part 10 of the Act.
-

ANNEXURE D
VENDOR'S NOTICE

In respect to the requirements of section 14-255(1)(b) of the *Taxation Administration Act 1953* ('**TAA**'), the Vendor provides the following notice:

Subsection	Item	Information
14-255(1)(b)(i)	Name and ABN of supplier	Supplier: JAS LDS PTY LTD ABN: 91 167 303 228
14-255(1)(b)(ii)	Amount required to paid by Purchaser	10% of the Contract Price
14-255(1)(b)(iii)	When payment is required to be made	On or before the Settlement Day (but no later than settlement)

ANNEXURE E

VENDOR'S STATEMENT

Nº1

COMO

PRIVATE RESIDENCES
MALVERN

VENDOR'S STATEMENT TO THE PURCHASER

PROPERTY: LOT, 1 COMO STREET, MALVERN



Level 6, 505 Little Collins Street, Melbourne VIC 3000
PO Box 254, Collins St West VIC 8007
DX 339, Melbourne VIC
Telephone +61 3 9600 0877 Fax +61 3 9600 0894
MDM:SRF:401193

LANDIS
SINCE 1982

**VENDOR'S STATEMENT TO THE PURCHASER OF REAL ESTATE
AS REQUIRED BY SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)**

VENDOR:	JAS LDS Pty Ltd ACN 167 303 228
PROPERTY:	LOT , 1 COMO STREET, MALVERN

1. FINANCIAL MATTERS

1.1 Rates, Taxes, Charges or Other Similar Outgoings

- (a) Information concerning any rates, taxes, charges or similar outgoings and any interest payable on any part of them is contained in the attached certificates.
- (b) Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are estimated as follows:
 - (i) Two Bedroom Apartment - \$5,000 per annum
 - (ii) Three Bedroom Apartment - \$9,000 per annum
- (c) The annual owners corporation fees and levies payable by the Purchaser as a consequence of the purchase of the property will not be known until the relevant owners corporation comes into existence. The amounts provided in part 1.1(b) of this statement are an estimate only.
- (d) The Property is not yet separately rated and the rates, taxes, charges or other similar outgoings are for the whole subdivision. As a result of the development and registration of the Plan of Subdivision, there will be a supplemental valuation for rating purposes which will result in separate rates and land tax assessments being issued in due course in respect of each lot.

1.2 Charges

The particulars of any Charge (whether registered or not) over the land imposed by or under an Act, including the amount owing under the charge are:

As contained in the attached certificate.

1.3 Mortgage

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or

receipt of the rents and profits, then the Vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*:

Not applicable.

1.4 Terms Contract

Where the land is to be sold pursuant to a terms contracts which obliges the purchaser to make two or more payments to the Vendor after execution of the contract and before the Vendor is entitled to a conveyance or transfer, then the Vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*:

Not applicable.

2. INSURANCE

2.1 Damage and Destruction

Where the Contract does not provide for the Property to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the Property are as follows:

Not applicable.

2.2 Owner-Builder

Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are:

Not applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

(a) Information concerning any easement, covenant or similar restriction affecting the Property (whether registered or unregistered) is set out in the attached copies of documents concerning the Property and as follows:

- (i) easements that are implied under section 12(2) of the *Subdivision Act 1988*;
- (ii) restrictions imposed by the *Owners Corporation Act 2006* (Vic) and the *Owners Corporations Regulations 2007* (Vic);

- (iii) any public rights of way and any private easement arising by use of the Property other than the Vendor. These may be evident from an inspection or observation from the Property; and
 - (iv) any conditions under Planning Permit No. 0733/16 - 1 - AMENDED.
- (b) Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:

None to the best of the Vendor's knowledge other than contained in the attached certificates and statements.

3.2 Designated Bushfire Prone Area

This Property is not in a designated bushfire-prone area within the meaning of the regulations made under the *Building Act 1993* (Vic).

3.3 Road Access

There is access to the Property by road.

3.4 Planning Scheme

The Property is affected by a planning instrument as follows and as set out in the attached certificate:

- (a) the planning scheme is Stonnington Planning Scheme;
- (b) the responsible authority is Stonnington City Council;
- (c) the Property is zoned Commercial 1 Zone (C1Z);
- (d) the Property is affected by an Environmental Audit Overlay (EAO); and
- (e) the Property is located in an area of cultural heritage sensitivity.

4. NOTICES

The Vendor has no means of knowing the particulars of all decisions, notices, orders, declarations, reports, recommendations or approved proposals of public authorities or government departments affecting the Property unless they have been communicated to the Vendor at its current address and the Purchaser should make its own enquiries from the Municipal Council or any other public authority or government department considered appropriate by the Purchaser other than stated below.

4.1 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 Property being a notice, order, declaration, report, recommendation or approved proposal of which the Vendor might reasonably be expected to have knowledge:

None to the best of the Vendor's knowledge other than contained in the attached certificates and statements.

4.2 Agricultural Chemicals

Particulars of any notice, property management plans, reports or orders in respect of the Property issued by a government department or public authority in relation to livestock, diseases or contamination by agricultural chemicals affecting the ongoing use of the Property for agricultural purposes:

None to the best of the Vendor's knowledge other than contained in the attached certificates and statements.

4.3 Compulsory Acquisition

Particulars of any notice of intention to acquire served under section 6 of the *Land Acquisitions and Compensation Act 1986*:

None to the best of the Vendor's knowledge other than contained in the attached certificates and statements.

5. BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the Property):

As contained in the attached certificates.

6. OWNERS CORPORATION

- 6.1 The Property is not currently affected by an owners corporation. The Purchaser acknowledges that one or more owners corporations will be established on or after registration of the proposed Plan of Subdivision, and the Purchaser will become a member of one or more owners corporation(s). The Vendor refers the Purchaser to the attached proposed Plan of Subdivision.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

- 7.1 The Property, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*) is NOT:
- (a) land that is to be affected under the agreement;
 - (b) land on which works are to be carried out under the agreement (other than Crown land); and
 - (c) land in respect of which a GAIC is imposed.

8. SERVICES

- 8.1 The following services are not connected to the land:
- (a) electricity supply;
 - (b) gas supply;
 - (c) water supply;
 - (d) sewerage; and
 - (e) telephone services.

9. TITLE

Attached are the following document/s concerning Title:

- (a) Certificate of Title Volume 09835 Folio 054;
- (b) Plan of Consolidation PC168684E;
- (c) proposed Plan of Subdivision PS820771X.

10. DUE DILIGENCE CHECKLIST

The *Sale of Land Act 1962* provides that the Vendor or the Vendor's licensed estate agent must make a prescribed due diligence checklist available to the purchaser before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is not required to be provided with, or attached thereto, this Vendor statement, but the checklist may be attached as a matter of convenience.

VENDOR EXECUTION SCHEDULE

The Vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

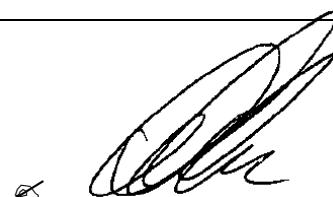
The Purchaser acknowledges being given this statement signed by the Vendor with the attached documents before the purchaser signed any contract.

DATE OF THIS STATEMENT:

29	/	6	/	2018
----	---	---	---	------

VENDOR NAME/S:	JAS LDS PTY LTD ACN 167 303 228
-----------------------	---------------------------------

VENDOR SIGNATURE/S:



.....
Terry Livanidis

DATE OF THIS ACKNOWLEDGEMENT:

	/		/	2018
--	---	--	---	------

PURCHASER NAME/S:

.....
.....

PURCHASER SIGNATURE/S:



.....
.....

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

VOLUME 09835 FOLIO 054

Security no : 124072096691K

Produced 30/05/2018 04:23 pm

LAND DESCRIPTION

Land in Plan of Consolidation 168684E.

PARENT TITLES :

Volume 03813 Folio 523 Volume 03951 Folio 175

Created by instrument CP168684E 23/09/1988

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

JAS LDS PTY LTD of "BUILDING 2" SUITE 2 270 FERNTREE GULLY ROAD NOTTING HILL
VIC 3168
AM620676F 09/03/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN860066K 23/05/2017

AUSTRALIA AND NEW ZEALAND BANKING GROUP 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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE CP168684E 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: 1 COMO STREET MALVERN VIC 3144

ADMINISTRATIVE NOTICES

NIL

eCT Control 15771K COMMONWEALTH BANK OF AUSTRALIA - CONSUMER
Effective from
26/05/2017

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

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7	8																																		
CP168684 E																																			
NOTATIONS																																			
<p>CERTIFICATION BY SURVEYOR</p> <p>I CERTIFY THAT THIS PLAN HAS BEEN MADE BY ME OR UNDER MY IMMEDIATE SUPERVISION AND ACCORDS WITH TITLE <i>D. L. L. L.</i> LICENSED SURVEYOR DATED 5.7.88</p> <p><i>[Signature]</i> <i>11/05</i> ASSISTANT REGISTRAR OF TITLES 23.9.88</p> <p>THE LAND TO BE CONSOLIDATED IS SHOWN ENCLOSED BY CONTINUOUS THICK LINES TITLE REF 13813 F 523 V 3951 F 175 LAST PLAN REF LP 2048</p>																																			
<p>PLAN APPROVED</p> <p><i>[Signature]</i></p> <p>PLAN OF CONSOLIDATION</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">COUNTY</td> <td style="width: 10%;">BOURKE</td> <td style="width: 10%;">PARISH</td> <td style="width: 10%;">PRAHRAN</td> <td style="width: 10%;">CHART</td> <td style="width: 10%;">257</td> </tr> <tr> <td>MUNICIPALITY</td> <td>SEAL AND ENDORSEMENT OF MUNICIPALITY</td> <td>COUNCIL REF</td> <td>PORTION</td> <td>57 (PART)</td> <td></td> </tr> <tr> <td colspan="3"> <p>SEALLED PURSUANT TO THE PROVISIONS OF SECTION 569 AB OF THE LOCAL GOVERNMENT ACT 1958 AND THE COMMON SEAL OF THE MAYOR, COUNCILLORS AND CITIZENS OF THE CITY OF MALVERN WAS HEREUNTO AFFIXED BY:</p> <p><i>[Signature]</i> TOWN CLERK</p> </td> <td colspan="3"> <p>THIS <u>2nd</u> DAY OF AUGUST, 1988</p> <p><i>[Signature]</i> COUNCILLOR</p> <p><i>[Signature]</i> COUNCILLOR</p> </td> </tr> <tr> <td colspan="3"> <p>CP168684 CP1689891 BARKER, MONAHAN & ASSOCIATES SURVEYORS & CIVIL ENGINEERS 581 GILBERT RD., WEST PRESTON, 3072 TELEPHONE 478 6020</p> </td> <td colspan="3"> <p>ORIGINAL SHEET SCALE 1:400 LENGTHS ARE IN METRES A 3</p> </td> </tr> <tr> <td colspan="6"> <p>OFFICE USE ONLY VICTORIA</p> </td> </tr> </table>						COUNTY	BOURKE	PARISH	PRAHRAN	CHART	257	MUNICIPALITY	SEAL AND ENDORSEMENT OF MUNICIPALITY	COUNCIL REF	PORTION	57 (PART)		<p>SEALLED PURSUANT TO THE PROVISIONS OF SECTION 569 AB OF THE LOCAL GOVERNMENT ACT 1958 AND THE COMMON SEAL OF THE MAYOR, COUNCILLORS AND CITIZENS OF THE CITY OF MALVERN WAS HEREUNTO AFFIXED BY:</p> <p><i>[Signature]</i> TOWN CLERK</p>			<p>THIS <u>2nd</u> DAY OF AUGUST, 1988</p> <p><i>[Signature]</i> COUNCILLOR</p> <p><i>[Signature]</i> COUNCILLOR</p>			<p>CP168684 CP1689891 BARKER, MONAHAN & ASSOCIATES SURVEYORS & CIVIL ENGINEERS 581 GILBERT RD., WEST PRESTON, 3072 TELEPHONE 478 6020</p>			<p>ORIGINAL SHEET SCALE 1:400 LENGTHS ARE IN METRES A 3</p>			<p>OFFICE USE ONLY VICTORIA</p>					
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CP168684 E	NOTATIONS	CERTIFICATION BY SURVEYOR I CERTIFY THAT THIS PLAN HAS BEEN MADE BY ME OR UNDER MY IMMEDIATE SUPERVISION AND ACCORDS WITH TITLE LICENCED SURVEYOR DATED 5.7.88 Signature	PLAN APPROVED Signature 11.05 ASSISTANT REGISTRAR OF TITLES 23.9.88 THE LAND TO BE CONSOLIDATED IS SHOWN ENCLOSED BY CONTINUOUS THICK LINES TITLE REF 13813 F 523 V 3951 F 175 LAST PLAN REF LP 2048	PLAN OF CONSOLIDATION COUNTY BOURKE PARISH PRAHRAN CHART 257 CROWN PORTION 57 (PART)	ORIGINAL SHEET SCALE 1:400 LENGTHS ARE IN METRES A 3 OFFICE USE ONLY VICTORIA					
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PLAN OF SUBDIVISION

EDITION 1

PS820771X

Location of Land

Parish: PRAHRAN
 Township: -
 Section: -
 Crown Allotment: -
 Crown Portion: 57 (PART)
 Title References: VOL 9835 FOL 054

Last Plan Reference: LAND IN CP168684E

Postal Address: 1 COMO STREET
 (At time of subdivision) MALVERN VIC 3144

MGA94 Co-ordinates: E 326 460 Zone 55
 (of approx. centre of plan) N 5 807 300 GDA94

COUNCIL NAME : CITY OF STONNINGTON

WARNING:
 ALL INFORMATION SHOWN ON THIS PLAN (INCLUDING ALL SUBSEQUENT SHEETS) IS
 PROVISIONAL AND HAS BEEN PREPARED FOR CONTRACT OF SALE AND/OR PLANNING
 PERMIT PURPOSES.
 THIS PLAN MAY BE SUBJECT TO CHANGES SUCH AS BOUNDARY DEFINITIONS, LOT
 LAYOUTS, OWNERS CORPORATION ENTITLEMENT & LIABILITY DATA AND ALSO FROM
 THE PROCESSES OF APPROVAL BY STATUTORY AUTHORITIES, CERTIFICATION BY
 LOCAL COUNCIL AND LAND VICTORIA REGISTRATION.

VESTING OF ROADS AND/OR RESERVES

NOTATIONS

IDENTIFIER COUNCIL/BODY/PERSON

NIL NIL

BOUNDARIES DEFINED BY BUILDINGS ARE SHOWN BY THICK CONTINUOUS LINES AND THICK CONTINUOUS HATCHED LINES.

HATCHING SHOWN WITHIN A PARCEL INDICATES THAT THE STRUCTURE IS CONTAINED WITHIN THAT PARCEL.

LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:

- RELEVANT INTERIOR OR EXTERIOR FACE: WHERE BOUNDARIES ARE SHOWN HATCHED THE SAID BOUNDARY LIES ALONG THE FACE OF THE RELEVANT BUILDING.
- MEDIAN: ALL OTHER BOUNDARIES

WHERE LINES ARE SHOWN THUS -~~~~~, THIS INDICATES A BUILDING WALL, FLOOR OR CEILING THAT DOES NOT DEFINE A BOUNDARY.

COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT FOR LAND IN ALL LOTS AND COMMON PROPERTY No.2 AND INCLUDES ALL FLOOR AND CEILING SLABS THAT DEFINE BOUNDARIES UNLESS OTHERWISE SHOWN OR DESCRIBED.

ALL INTERNAL COLUMNS, SERVICE DUCTS, PIPE SHAFTS & CABLE DUCTS, AND SERVICE INSTALLATIONS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No.1. THE POSITION OF THESE COLUMNS, SERVICE DUCTS, PIPE SHAFTS & CABLE DUCTS, AND SERVICE INSTALLATIONS MAY NOT HAVE BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS.

ALL CAR STACKER MECHANISMS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY NO. 1. THE POSITIONS OF THESE CAR STACKER MECHANISMS MAY NOT HAVE BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.

CP = COMMON PROPERTY

PT = PART

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL LAND IN THIS PLAN

Reference Easement	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
B	REVISED P.O.S BASED ON TELHA CLARKE PLANS REF I7060 REV 2			23.05.2018
A	INITIAL RELEASE			06.04.2018
PLAN VERSION	COMMENT			DATE



Hellier McFarland

Development Consultants Town Planners Land Surveyors
 Level 2, 1911 Malvern Road, Malvern East, VIC 3145
 PO Box 1206, Darling, VIC 3145
 Tel: 03 9532 9951 Fax: 03 9532 9941
www.hmf.com.au | info@hmf.com.au

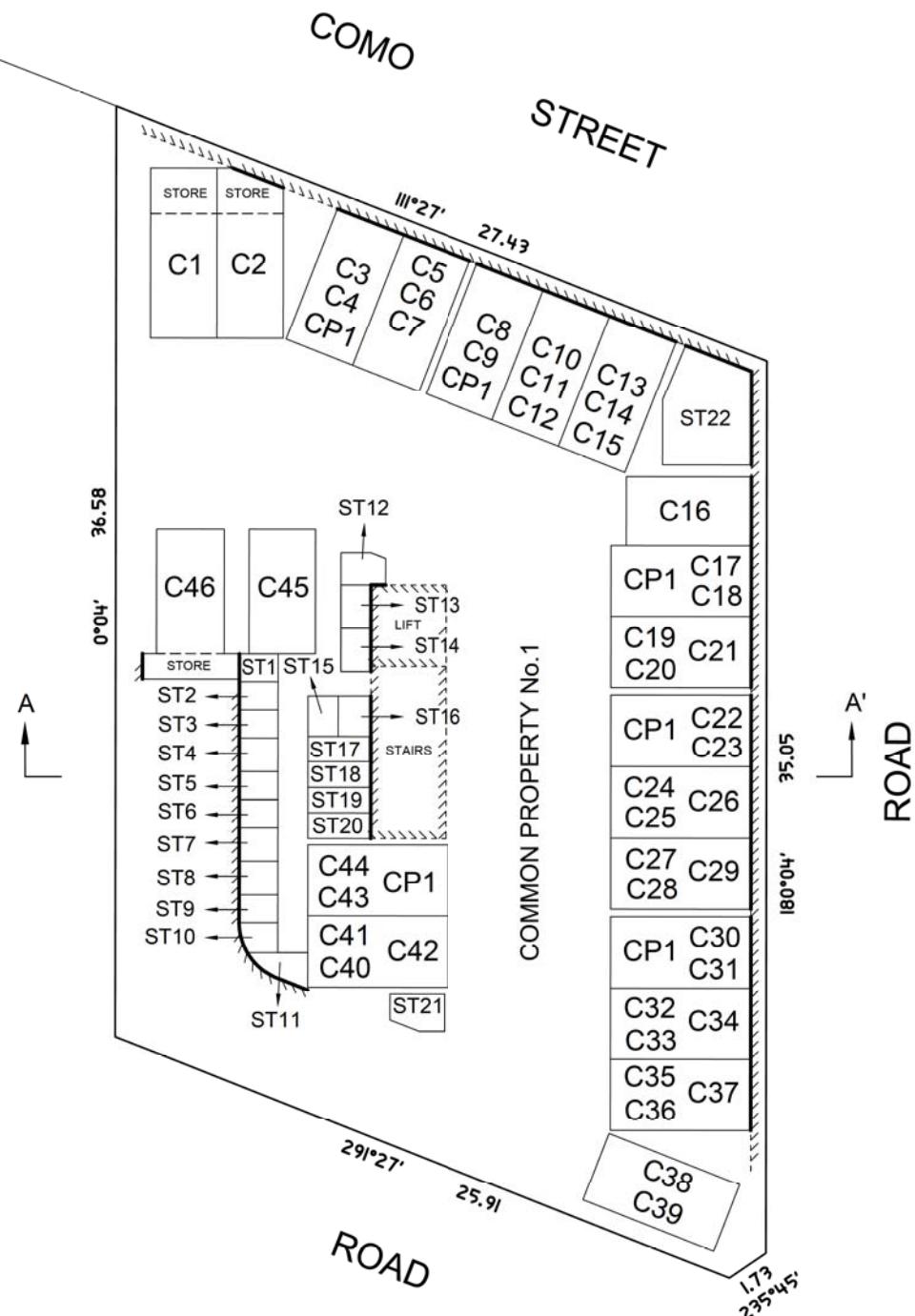
REF 11431N/1
VERSION B

CAD REF: 11431N-1B.dwg

ORIGINAL SHEET
SIZE: A3

SHEET 1 OF 12

LICENSED SURVEYOR:
 Lachlan James McCleary



SCALE 1:200

0	2	4	6	8
LENGTHS ARE IN METRES	mm	mm	mm	mm



Hellier McFarland
Development Consultants Town Planners Land Surveyors
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ORIGINAL SHEET
SIZE: A3

DIAGRAM 1

BASEMENT LEVEL 2

LICENSED SURVEYOR:
Lachlan James McCleary

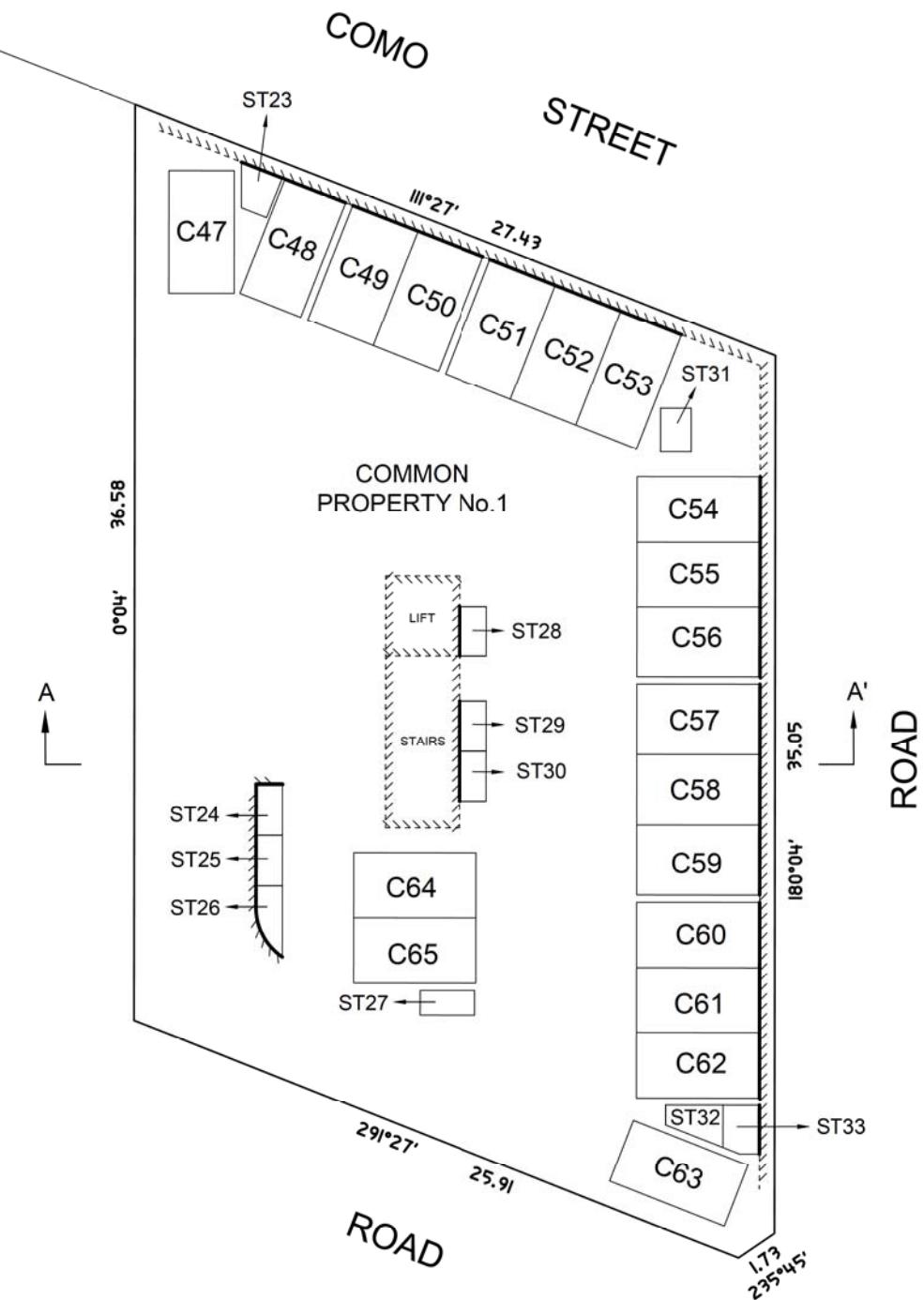


DIAGRAM 2

BASEMENT LEVEL 1

SCALE 1:200 LENGTHS ARE IN METRES

**Hellier McFarland**

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REF 11431N/1
VERSION B

CAD REF: 11431N-1B.dwg

ORIGINAL SHEET
SIZE: A3

SHEET 3

LICENSED SURVEYOR:
Lachlan James McCleary

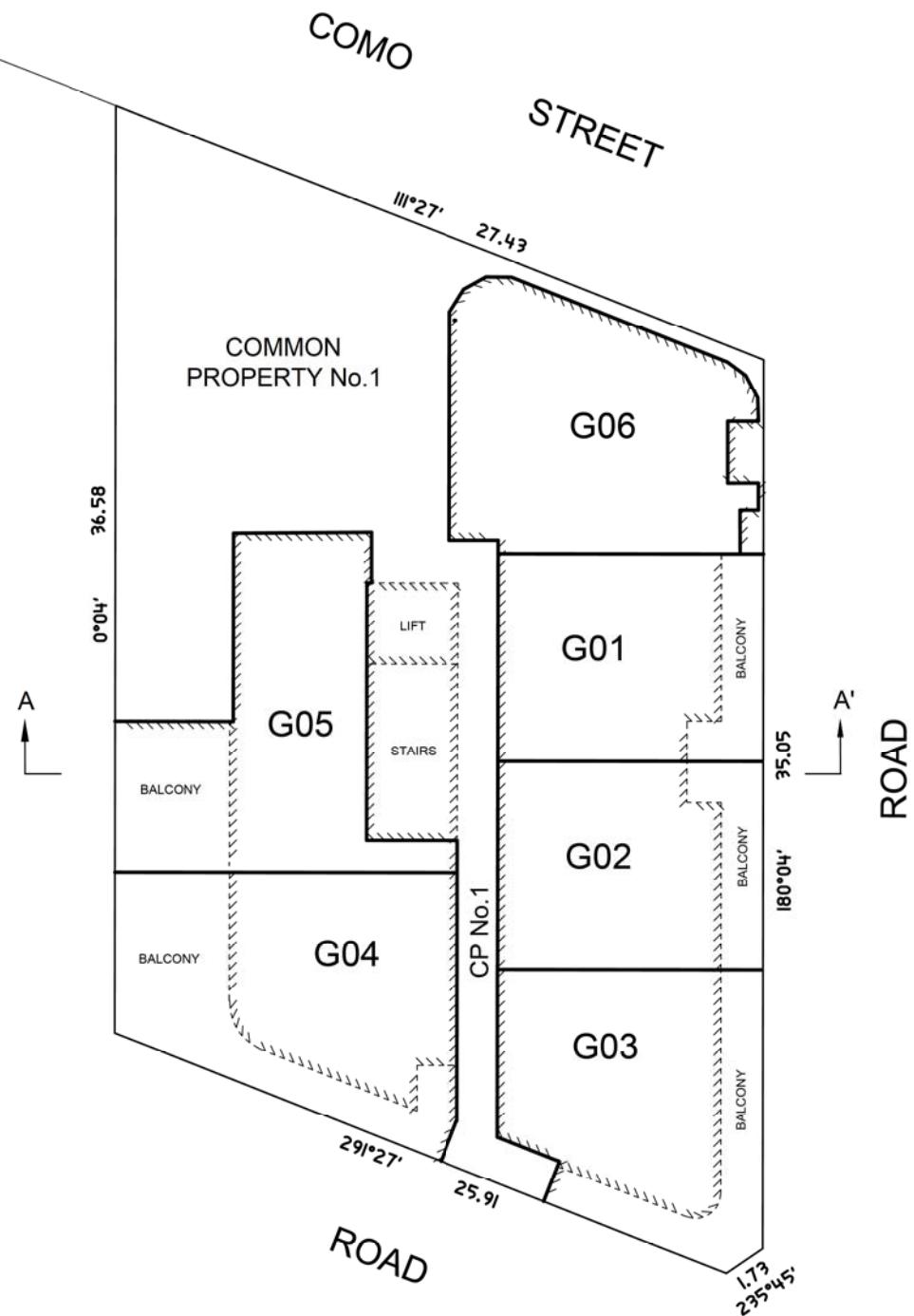


DIAGRAM 3
GROUND LEVEL

SCALE 1:200 LENGTHS ARE IN METRES



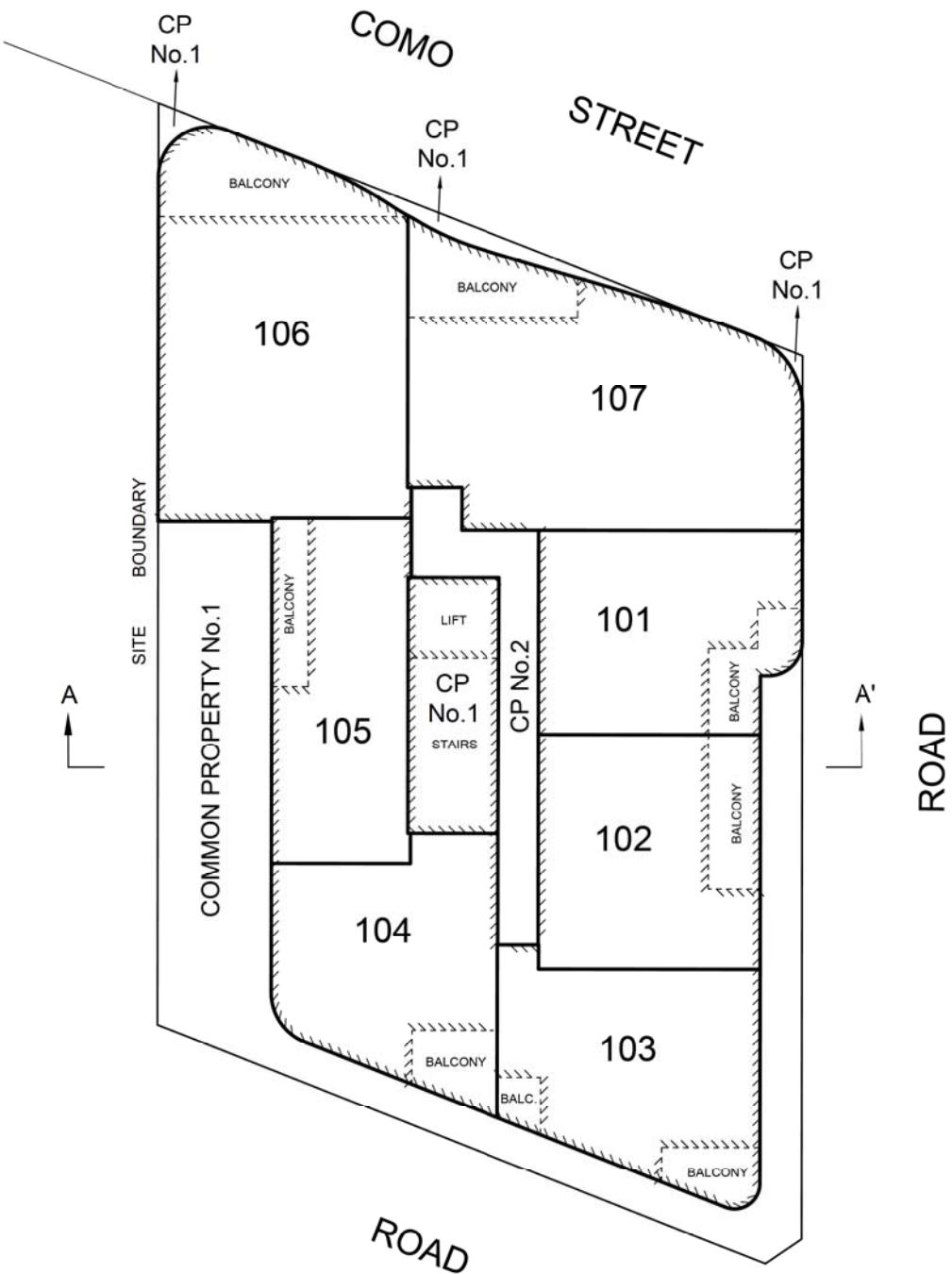
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VERSION B CAD REF: 11431N-1B.dwg

ORIGINAL SHEET
SIZE: A3

SHEET 4

LICENSED SURVEYOR:
Lachlan James McCleary





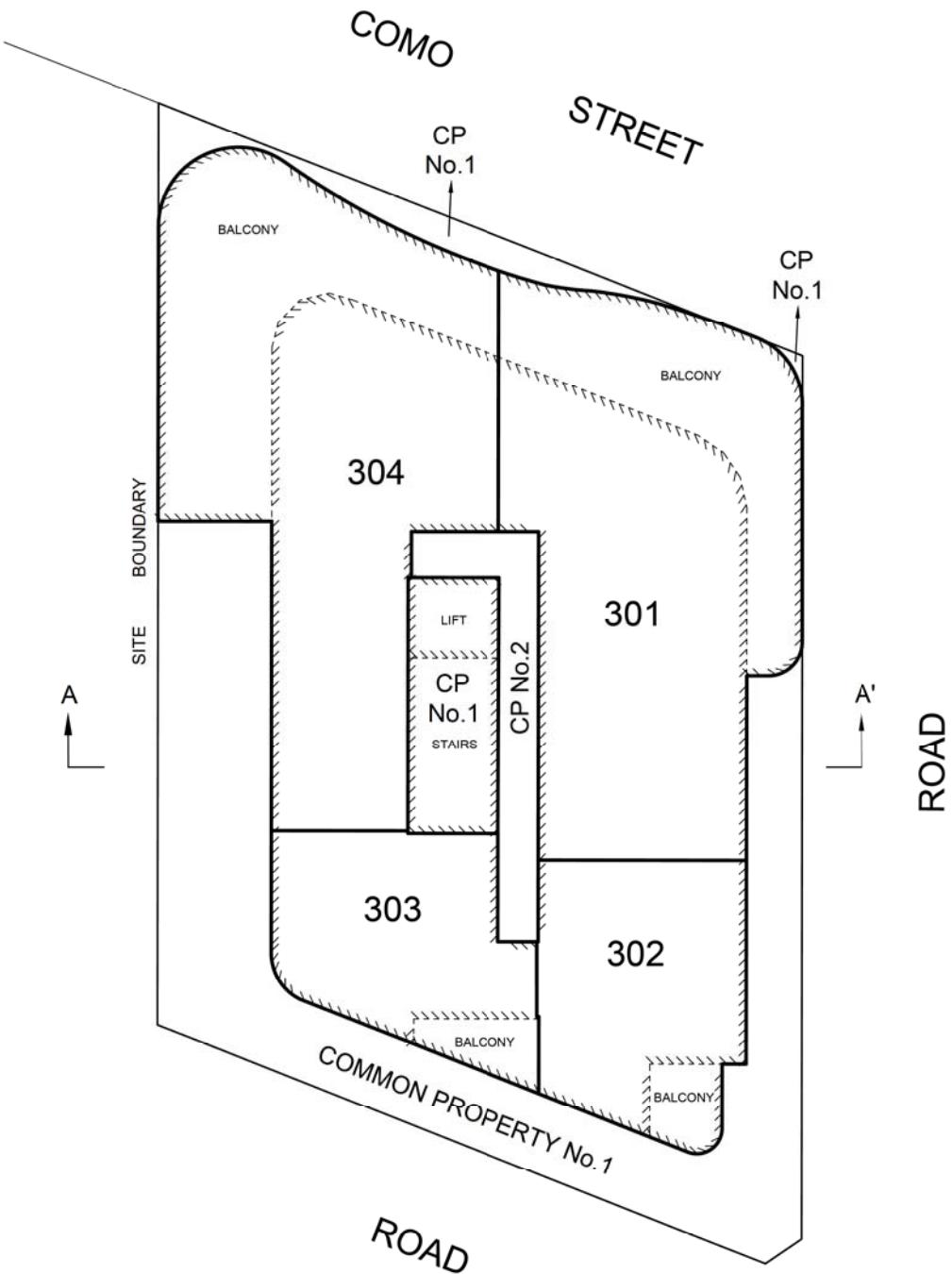


DIAGRAM 6

LEVEL 3

SCALE 1:200 LENGTHS ARE IN METRES

**Hellier McFarland**

Development Consultants Town Planners Land Surveyors
 Level 2, 1911 Malvern Road, Malvern East, VIC 3145
 PO Box 1206, Darling, VIC 3145
 Tel: 03 9532 9951 Fax: 03 9532 9941
www.hmf.com.au | info@hmf.com.au

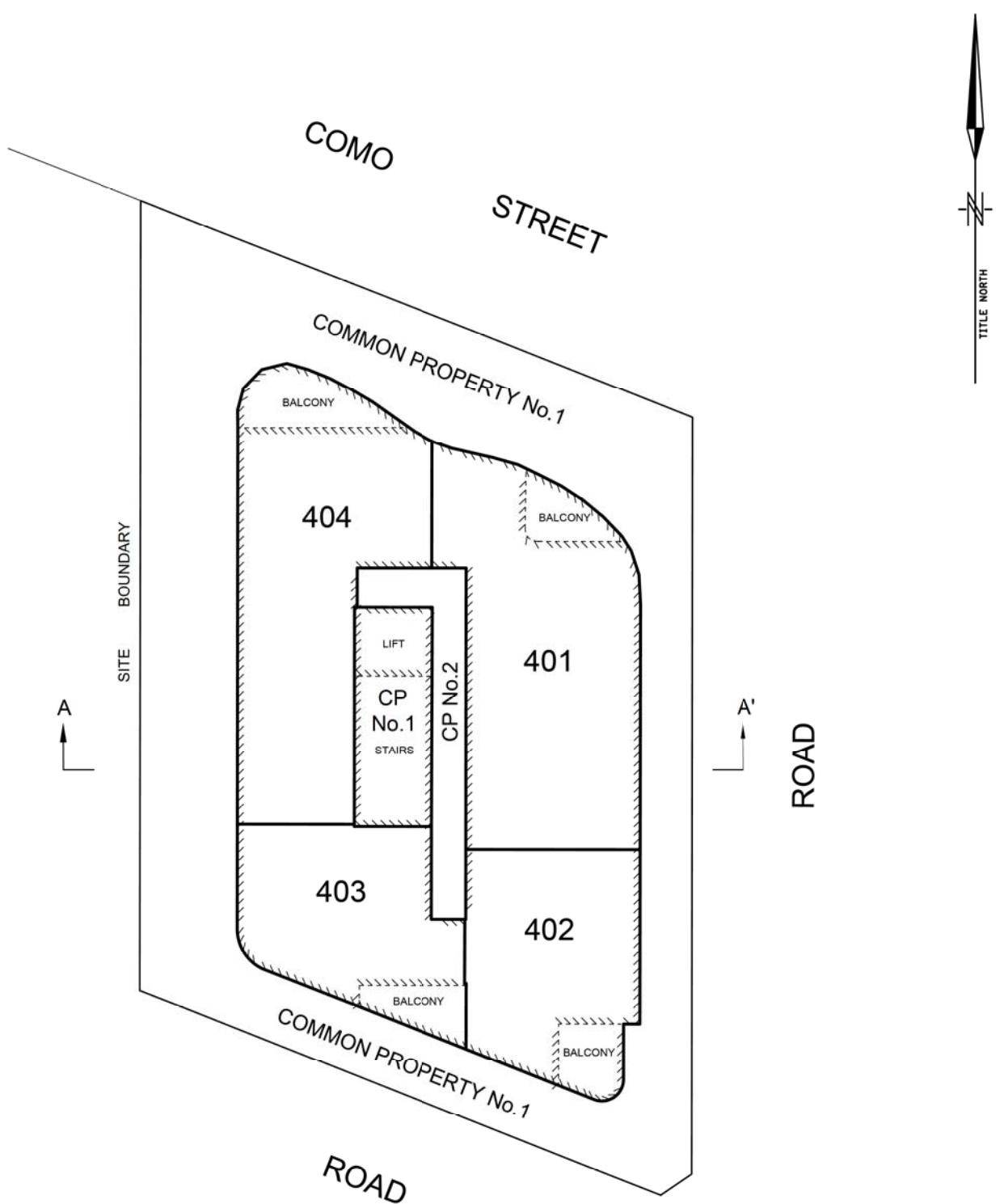
REF 11431N/1
VERSION B

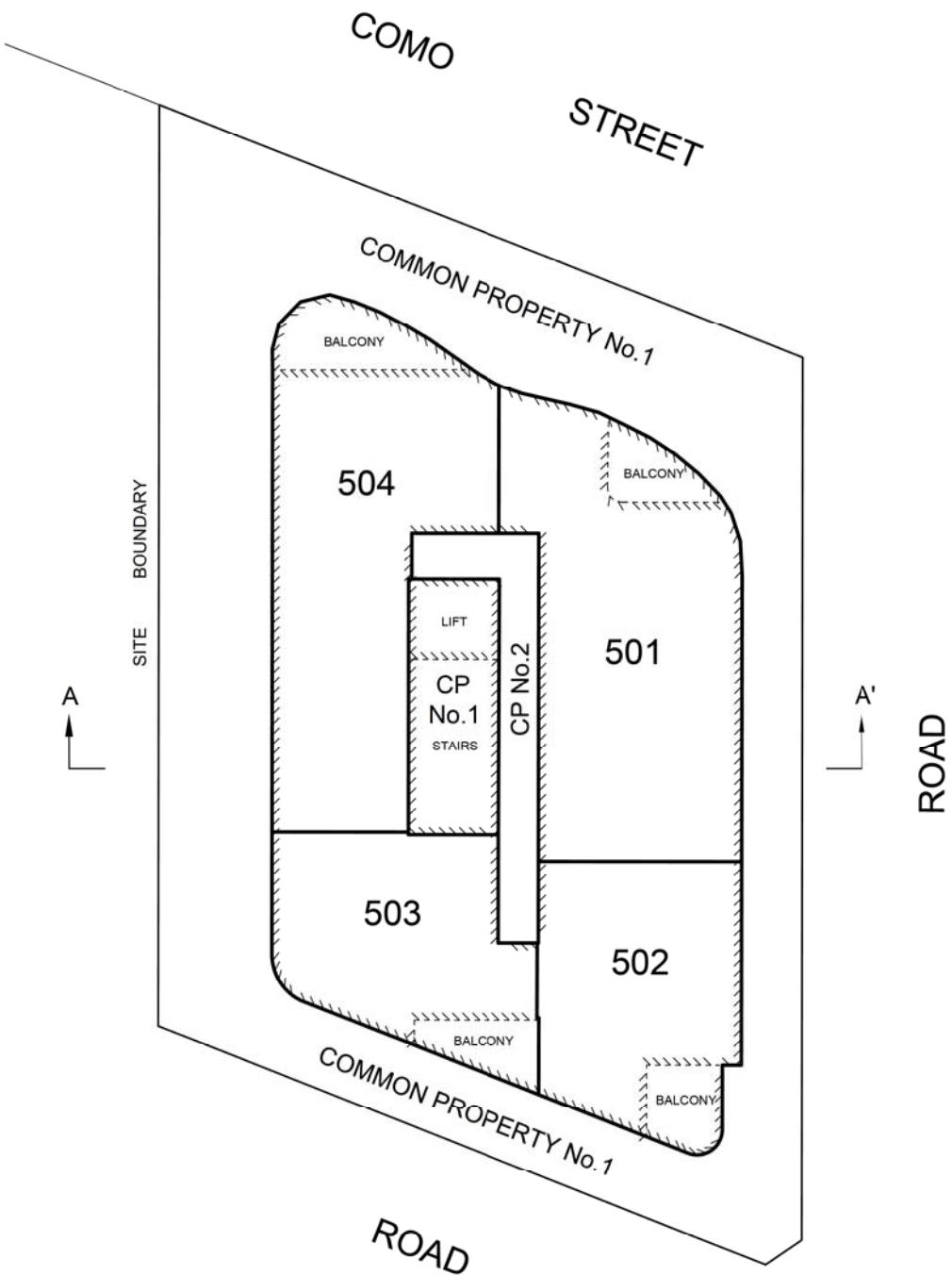
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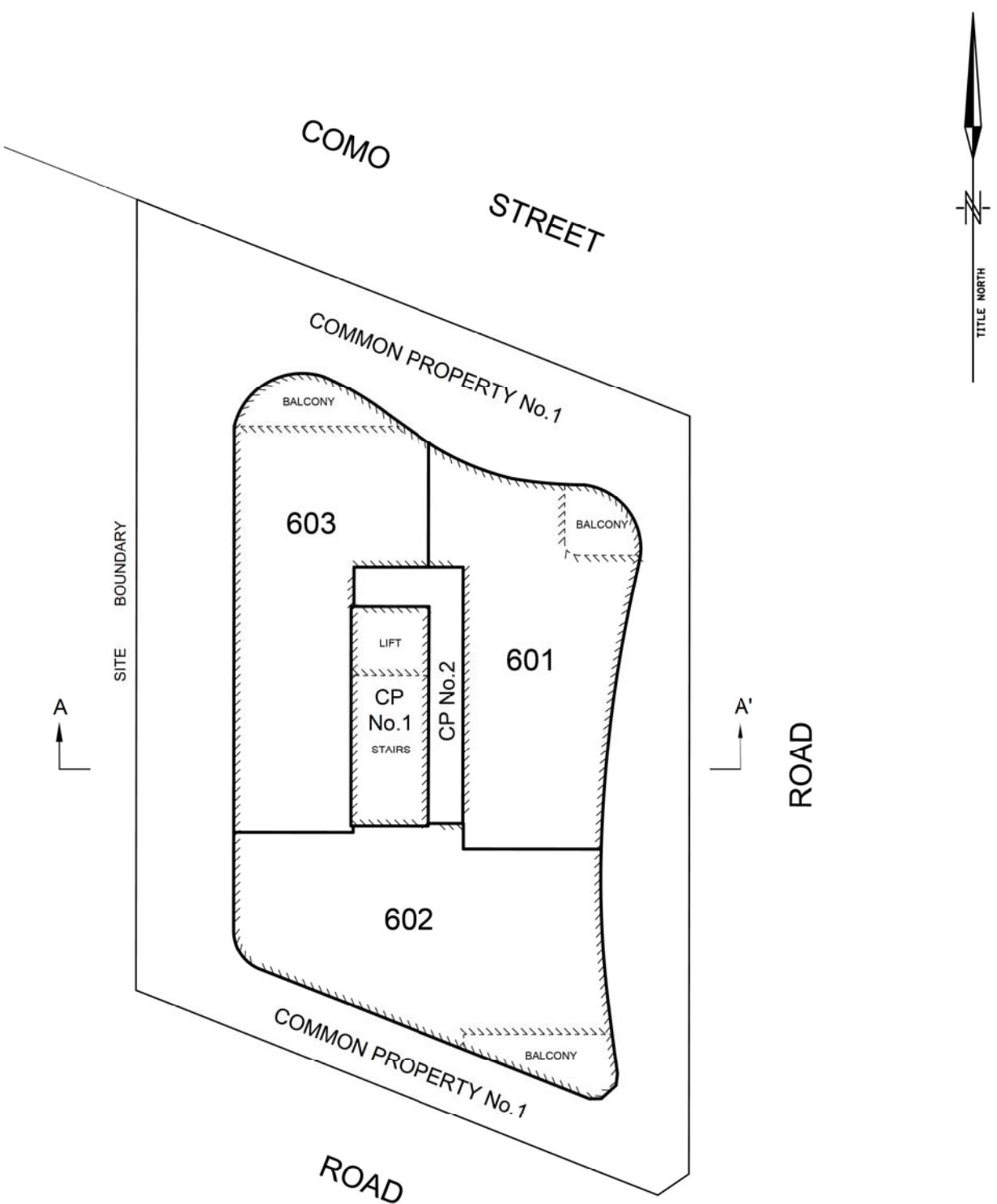
ORIGINAL SHEET
SIZE: A3

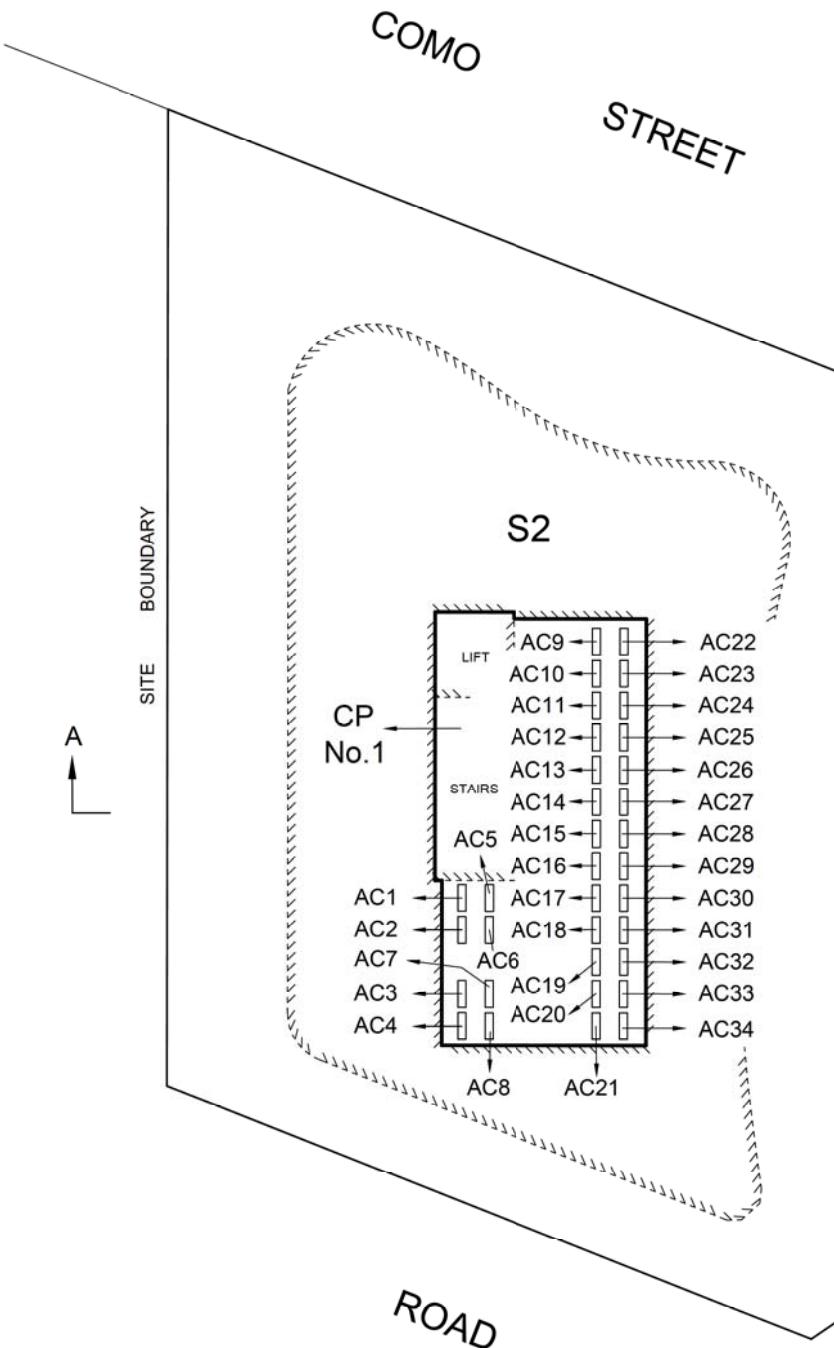
SHEET 7

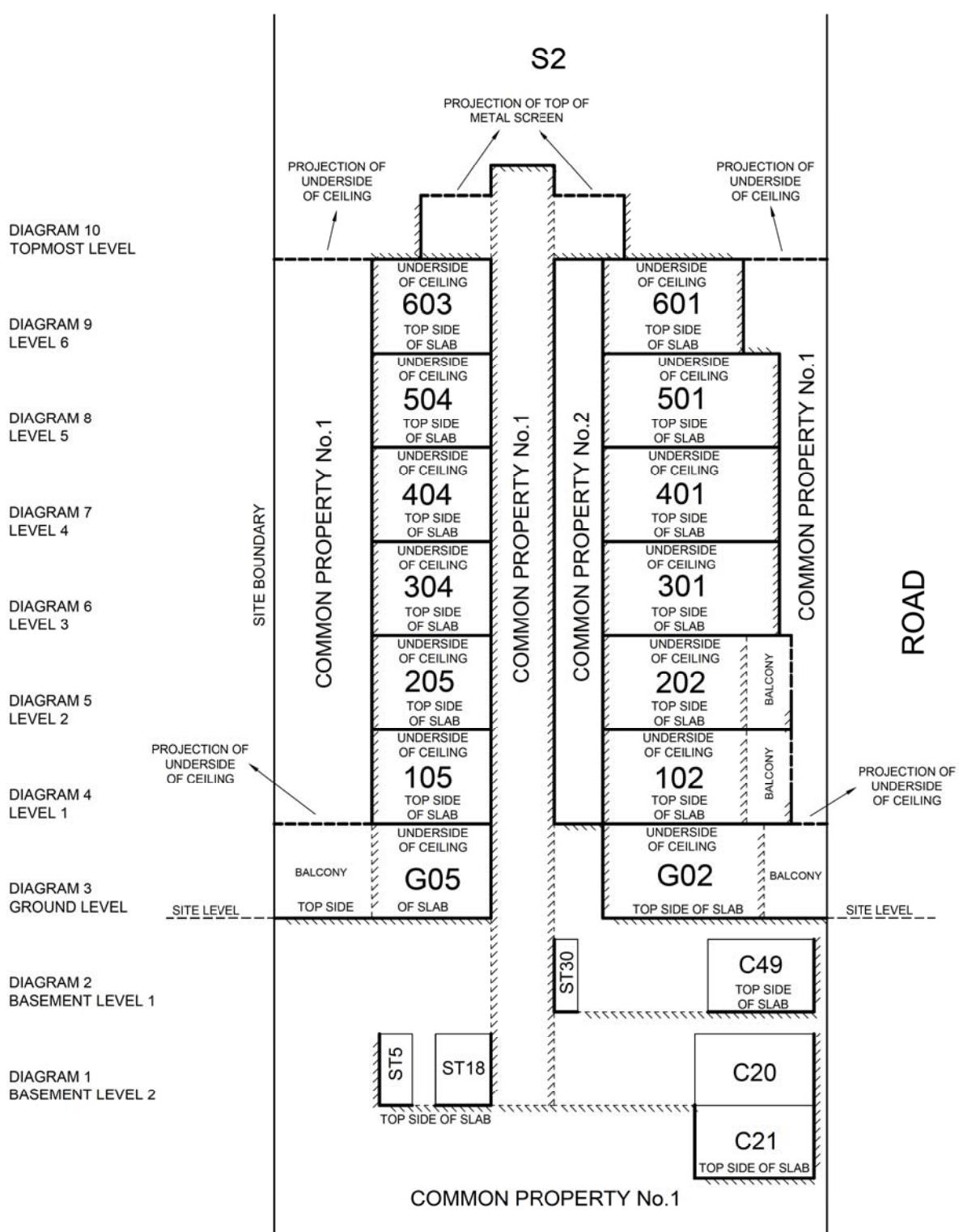
LICENSED SURVEYOR:
Lachlan James McCleary









TYPICAL CROSS SECTION A-A'

NOT TO SCALE

TYPICAL FOR ALL LOTS

	OWNERS CORPORATION SCHEDULE						PS820771X												
Owners Corporation		1	Plan No. PS820771X																
Land affected by Owners Corporation: LOTS IN THE TABLE BELOW AND COMMON PROPERTY No.1																			
Limitation of Owners Corporation: Unlimited																			
Notations																			
Lot Entitlement and Lot Liability																			
Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability								
G01	70	70																	
G02	70	70																	
G03	75	75																	
G04	70	70																	
G05	77	77																	
G06	107	107																	
101	70	70																	
102	69	69																	
103	73	73																	
104	69	69																	
105	66	66																	
106	119	119																	
107	129	129																	
201	70	70																	
202	69	69																	
203	73	73																	
204	69	69																	
205	66	66																	
206	119	119																	
207	128	128																	
301	156	156																	
302	75	75																	
303	71	71																	
304	141	141																	
401	134	134																	
402	73	73																	
403	71	71																	
404	124	124																	
501	134	134																	
502	73	73																	
503	71	71																	
504	124	124																	
601	121	121																	
602	141	141																	
603	126	126																	
S2	1	1																	
TOTAL	3294	3294																	
 Hellier McFarland Development Consultants Town Planners Land Surveyors Level 2, 1911 Malvern Road, Malvern East, VIC 3145 PO Box 1206, Darling, VIC 3145 Tel: 03 9532 9951 Fax: 03 9532 9941 www.hmf.com.au info@hmf.com.au			REF 11431N/1 VERSION B		CAD REF: 11431N-1B.dwg		ORIGINAL SHEET SIZE: A3		SHEET 1 OF 1										
			LICENSED SURVEYOR: Lachlan James McCleary																

	OWNERS CORPORATION SCHEDULE								PS820771X								
Owners Corporation		2	Plan No. PS820771X														
Land affected by Owners Corporation: LOTS IN THE TABLE BELOW AND COMMON PROPERTY No.2																	
Limitation of Owners Corporation: LIMITED TO COMMON PROPERTY No. 2																	
Notations																	
Lot Entitlement and Lot Liability																	
Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability						
G01	70	70															
G02	70	70															
G03	75	75															
G04	70	70															
G05	77	77															
101	70	70															
102	69	69															
103	73	73															
104	69	69															
105	66	66															
106	119	119															
107	129	129															
201	70	70															
202	69	69															
203	73	73															
204	69	69															
205	66	66															
206	119	119															
207	128	128															
301	156	156															
302	75	75															
303	71	71															
304	141	141															
401	134	134															
402	73	73															
403	71	71															
404	124	124															
501	134	134															
502	73	73															
503	71	71															
504	124	124															
601	121	121															
602	141	141															
603	126	126															
S2	1	1															
TOTAL	3187	3187															
 Hellier McFarland Development Consultants Town Planners Land Surveyors Level 2, 1911 Malvern Road, Malvern East, VIC 3145 PO Box 1206, Darling, VIC 3145 Tel: 03 9532 9951 Fax: 03 9532 9941 www.hmf.com.au info@hmf.com.au				REF 11431N/1 VERSION B	CAD REF: 11431N-1B.dwg	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 1										
				LICENSED SURVEYOR: Lachlan James McCleary													



City of
STONNINGTON

Service centres

Stonnington City Centre
311 Glenferrie Road, Malvern
Prahran Town Hall
Corner Chapel and Greville Streets
Depot
293 Tooronga Road, Malvern

Open
Monday to Friday, 8.30am to 5pm
T 8290 1333 **F** 9521 2255
PO Box 58, Malvern Victoria 3144
council@stonnington.vic.gov.au
STONNINGTON.VIC.GOV.AU

Please Quote Property No. 13398

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

Property No: 13398
Reference: 356257
Agent Reference: 28573902-012-7
Issue Date: 04/06/2018

Cert No: wLIS05712/18
Receipt No: Not Applicable
Page No: 1 of 3

Landata (Lic)
Attn: Delwp Accounts Payable (Re: Lic's)
(Hublan)
Locked Bag 32017
COLLINS STREET EAST VIC 8003

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

Property Address: 1 Como Street MALVERN VIC 3144

Title Particulars:	CP 168684 Vol 9835 Fol 054		
Capital Improved Value:	\$3250000	Level Value Date:	1/07/2016
Site Value:	\$3250000	Valuation Date:	1/01/2016
Net Annual Value:	\$162500		

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.

ARREARS AS AT 1/7/2017	62.85
LEVY FOR THE YEAR ENDING 30/6/2018	
General Rates	3568.50
Fire Service Levy	2864.75
Garbage Charges	439.00
Other Adjustments	0.00
Interest Charged	130.60
Refund	7215.70
Special Rate Levy	150.00
Payment	-14431.40
Rates Subtotal	0.00
BALANCE OUTSTANDING	0.00

Interest will accrue on all overdue rates and charges at a rate of 10% 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.

If this certificate is being used in a property ownership transfer please note that Councils ownership records will only be updated on receipt of a Notice Acquisition of Interest in Land (NOA). These notices can be emailed directly to rates@stonnington.vic.gov.au.

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 **15/02/2018**
- INSTALMENTS DUE by **30/9/2017, 30/11/2017, 28/2/2018 & 31/5/2018**



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STONNINGTON.VIC.GOV.AU

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 733/16 was issued on 9th March 2017.

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)



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PO Box 58, Malvern Victoria 3144

council@stonnington.vic.gov.au

STONNINGTON.VIC.GOV.AU

Specified Flood Level pursuant to the Building regulations 2006:

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

BPay option available to pay Municipal Rates and Charges

Bpay enables Rates and Charges to be paid from a nominated bank account via the internet or phone as shown below.

The Biller Code and Reference number relates to the property referred to on this Land Information Certificate.



Biller Code: 20198
Ref: 1339 829



Biller Code: 20198
Ref: 1339 829

INTERNET

Go to www.stonnington.vic.gov.au

PHONE

Call 1300 BPOINT

05 June 2018

Application Reference Number: 28573902-

016-5

Certificate Reference Number: BD1353/18

Landata (Bic)
(Re: Bic's) (Hublan)
Locked Bag 32017
COLLINS STREET EAST VIC 8003

Re: 1 Como Street MALVERN VIC 3144
Property Information under Building Regulations

I refer to your request for information under regulation 51 of the *Building Regulations 2018*.

Council advises as follows:

- (1)a) Permits and certificates of final inspection recorded issued in the preceding 10 years:
No building permit or building approval has been issued in the preceding 10 years.
- b) current statements recorded issued under regulation 64 or 231 of the Building Regulations: **Nil**
- c) current notices and orders recorded issued under the Building Act: **Nil**

(2) The building or land is:

- a) *NOT in an area liable to flooding* within the meaning of regulation 153;
- b) not in an area designated under regulation 150 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 156(4));
- d) not in an area determined under regulation 152 to be likely to be subject to significant snowfalls;
- e) not in an area of designated land or works within the meaning of regulation 154.

Yours sincerely,



George Petridis
Municipal Building Surveyor
Building and Local Law Services

Stonnington City Centre
311 Glenferrie Road, Malvern

Prahran Town Hall
Corner Chapel and Greville Streets

Depot
293 Tooronga Road, Malvern

PO Box 58, Malvern Victoria 3144
T 8290 1333

F 9521 2255
council@stonnington.vic.gov.au

AUSDOC DX 30106

STONNINGTON.VIC.GOV.AU



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

4th June 2018

Moray & Agnew C/- InfoTrack C/-
LANDATA

Dear Moray & Agnew C/- InfoTrack C/- ,

RE: Application for Water Information Statement

Property Address:	1 COMO STREET MALVERN 3144
Applicant	Moray & Agnew C/- InfoTrack C/- LANDATA
Information Statement	30390471
Conveyancing Account Number	7959580000
Your Reference	356257

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,

A handwritten signature in black ink, appearing to read "Steve Lennox".

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Encumbrance

Property Address	1 COMO STREET MALVERN 3144
------------------	----------------------------

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.

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	1 COMO STREET MALVERN 3144
------------------	----------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

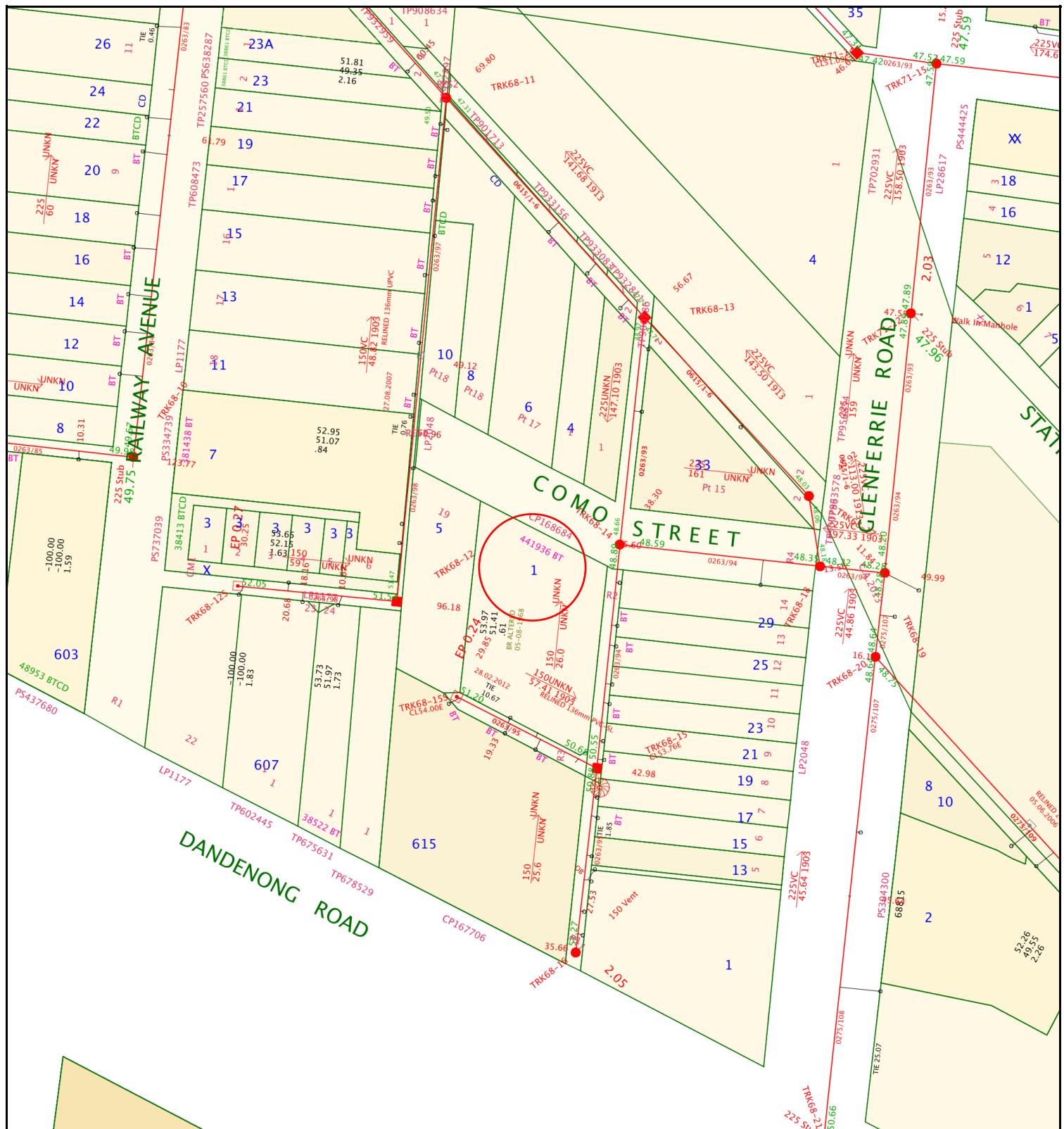
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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: 30390471**

Address 1 COMO STREET MALVERN 3144

Date 04/06/2018

Scale 1:1000



ABN 93 066 902 501

Existing Title		Access Point Number	GLV2-42	MW Drainage Channel Centreline		Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
Proposed Title		Sewer Manhole			MW Drainage Underground Centreline	- Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
Easement		Sewer Pipe Flow			MW Drainage Manhole	- 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;
Existing Sewer		Sewer Offset			MW Drainage Natural Waterway	- Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;
Abandoned Sewer		Sewer Branch				

Moray & Agnew C/- InfoTrack C/-
LANDATA
certificates@landata.vic.gov.au

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

RATES CERTIFICATE

Account No: 5461688610
Rate Certificate No: 30390471

Date of Issue: 04/06/2018
Your Ref: 356257

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
1 COMO ST, MALVERN VIC 3144		1497879	Commercial

Agreement Type	Period	Charges	Outstanding
Commercial Water Service Charge	01-04-2018 to 30-06-2018	\$71.99	\$0.00
Commercial Water Usage Charge	15-01-2018 to 16-04-2018	\$0.00	\$0.00
Estimated Average Daily Usage \$0.00			
Commercial Sewer Service Charge	01-04-2018 to 30-06-2018	\$138.45	\$0.00
Commercial Sewer Disposal Charge	15-01-2018 to 16-04-2018	\$0.00	\$0.00
Estimated Average Daily Usage \$0.00			
Parks Fee	01-07-2017 to 30-06-2018	\$229.64	\$0.00
Drainage Fee	01-04-2018 to 30-06-2018	\$83.84	\$0.00
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
		Balance Brought Forward	\$0.00
		Total Due	\$0.00

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.



GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 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. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Any deferred property debt is included in the arrears figures.
6. 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.
7. 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.
8. From 01/07/2017, Commercial Water Usage is billed 285.03 cents per kilolitre
9. From 01/07/2017, Commercial Recycled Water Usage is billed 277.26 cents per kilolitre
10. From 01/07/2017, Commercial Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 201.53 cents per kilolitre
11. From 01/07/2017, Commercial Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 201.53 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

Property No: 1497879

Address: 1 COMO ST, MALVERN VIC 3144

Water Information Statement Number: 30390471

HOW TO PAY



Biller Code: 344366
Ref: 54616886106



Mail a Cheque with the Remittance Advice
below to:
Yarra Valley Water
GPO Box 2860 Melbourne VIC 3001

Amount
Paid

Date
Paid

Receipt
Number

Please Note: BPAY is available for individual property settlements.

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 1497879

Address: 1 COMO ST, MALVERN VIC 3144

Water Information Statement Number: 30390471

Cheque Amount: \$

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



INFOTRACK / MORAY & AGNEW

Your Reference: SRF:401193

Certificate No: 23182768

Issue Date: 05 JUN 2018

Enquiries: ESYSPROD

Land Address: 1 COMO STREET MALVERN VIC 3144

Land Id	Lot	Plan	Volume	Folio	Tax Payable
23096098		168684	9835	54	\$30,600.00

Vendor: JAS LDS PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
BIRDWOOD TRUST	2018	\$3,250,000	\$30,600.00	\$0.00	\$30,600.00

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

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

CAPITAL IMP VALUE: \$3,250,000

SITE VALUE: \$3,250,000

AMOUNT PAYABLE: \$30,600.00

Land Tax Clearance Certificate - Remittance Advice

Certificate No: 23182768

State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

Land ID: 23096098

Amount Payable: \$30,600.00

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: 23182768



1. Under Section 96 of the Land Tax Act 2005 (the Act), unpaid land tax (including special land tax and vacant residential 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 (including special land tax and vacant residential 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 (including special land tax and vacant residential 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 or vacant residential land tax.
5. If land tax (including special land tax or vacant residential 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 an exemption or 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 (including special land tax or vacant residential 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 (including special land tax and vacant residential land tax).

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$30,600.00

Taxable Value = \$3,250,000

Calculated as \$24,975 plus (\$3,250,000 - \$3,000,000) multiplied by 2.250 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



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Moray & Agnew C/- InfoTrack
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 356257

NO PROPOSALS. As at the 4th June 2018, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

1 COMO STREET, MALVERN 3144
CITY OF STONNINGTON

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

Date of issue: 4th June 2018

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 28573902 - 28573902175010 '356257'



CERTIFICATE No: 51390083 DATE: 05/06/2018

PREMIUM PLANNING CERTIFICATE

Client: Moray and Agnew (Property Team)
Account Dept. Level 6 505 Little Collins Street
Melbourne 3000

Matter Ref: SRF:401193
Vendor: JAS LDS PTY LTD
Purchaser:

Subject Property: 1 COMO STREET MALVERN VIC 3144

Title Particulars: Vol 9835 Fol 054

Municipality: STONNINGTON

Planning Scheme: STONNINGTON PLANNING SCHEME

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

Zone: COMMERCIAL 1 ZONE

Abuttal to a Road Zone or a Public Acquisition Overlay for a Proposed Road or Road Widening: Not Applicable

Design and Development Overlay: Not Applicable

Development Contributions Plan Overlay: Not Applicable

Development Plan Overlay: Not Applicable

Environmental Audit Overlay: ENVIRONMENTAL AUDIT OVERLAY

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

Specific Site Provisions: Not Applicable

Specific Area Provisions: ADVERTISING POLICY - PLANNING SCHEME CLAUSE 22.03; STUDENT HOUSING POLICY - PLANNING SCHEME CLAUSE 22.08; STORMWATER MANAGEMENT (WATER SENSITIVE URBAN DESIGN) - PLANNING SCHEME CLAUSE 22.18; LICENSED PREMISES POLICY - PLANNING SCHEME CLAUSE 22.10; ENVIRONMENTALLY SUSTAINABLE DEVELOPMENT - PLANNING SCHEME CLAUSE 22.05; GAMING - PLANNING SCHEME CLAUSE 52.28; PUBLIC OPEN SPACE CONTRIBUTION AND SUBDIVISION - SCHEDULE TO PLANNING SCHEME CLAUSE 52.01

Proposed Planning Scheme Amendments: STONNINGTON C223 PROPOSES TO INCLUDE THE SUBJECT PROPERTY IN DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 19

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: 51390083 DATE: 05/06/2018

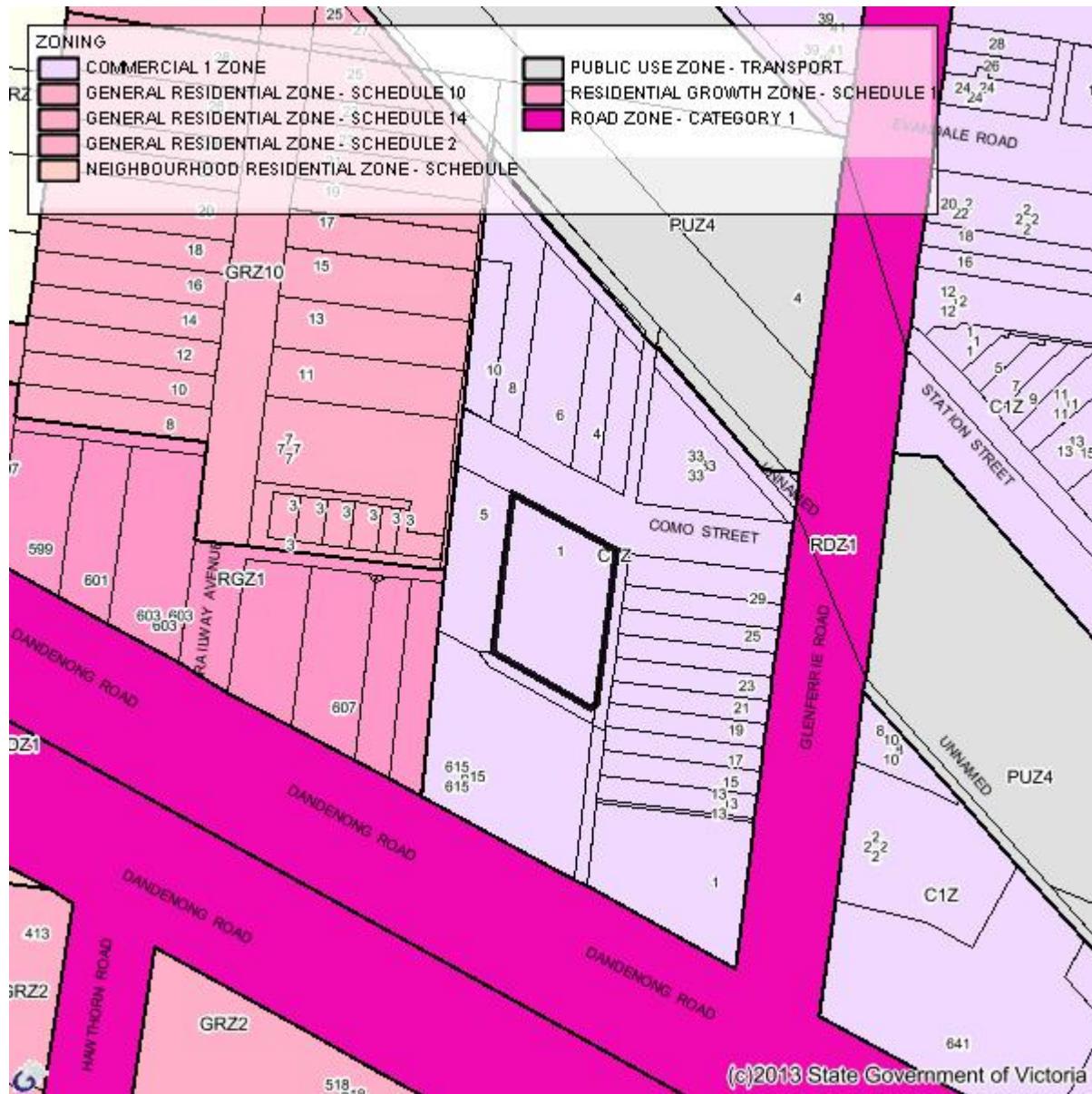
PREMIUM PLANNING CERTIFICATE



Additional Notes: STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58

CERTIFICATE No: 51390083 DATE: 05/06/2018

PREMIUM PLANNING CERTIFICATE



This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and SAI Global Property Division Pty Ltd does not accept any liability to any person for the information provided.

Extract of EPA Priority Site Register

Page 1 of 1

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

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 1 COMO STREET

SUBURB: MALVERN

MUNICIPALITY: STONNINGTON

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 59 Reference B10

DATE OF SEARCH: 4th June 2018

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, 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 above date.

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 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 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. EPA has published information advising of potential contaminating land uses. 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 contaminated site information bulletin: Priority Sites Register Contaminated Land Audit Site Listing (EPA Publication 735). 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:

Environment Protection Authority Victoria
GPO Box 4395 Melbourne Victoria 3001
Tel: 1300 372 842

Planning Property Report

from www.planning.vic.gov.au on 05 June 2018 09:03 AM

Address: 1 COMO STREET MALVERN 3144

Lot and Plan Number: Plan CP168684

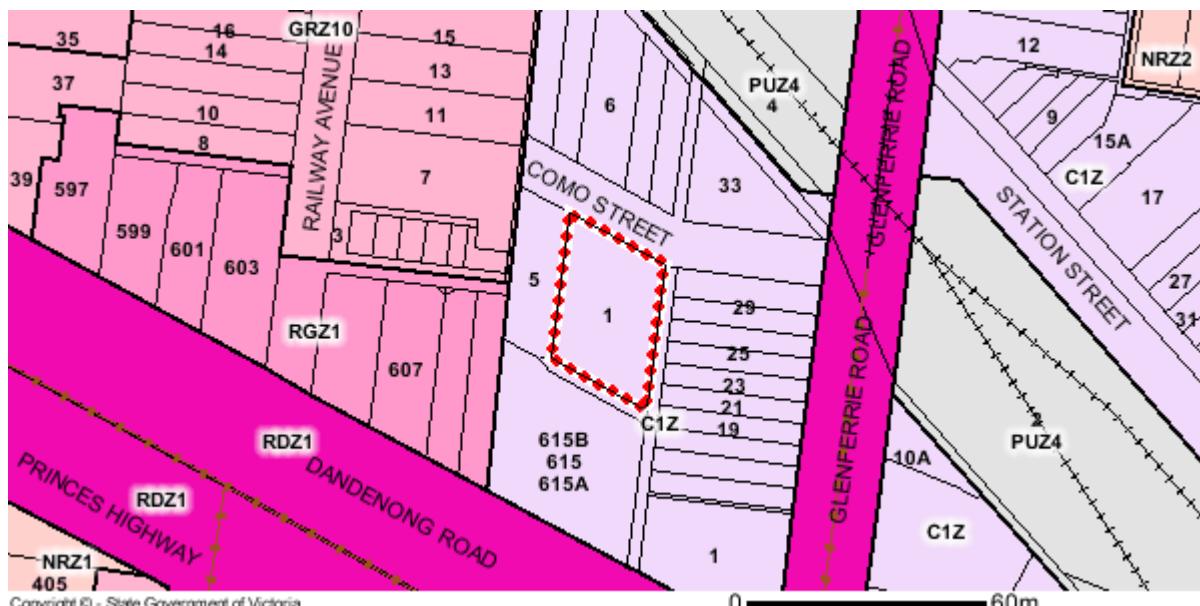
Local Government (Council): STONNINGTON **Council Property Number:** 13398

Directory Reference: Melway 59 B10

Planning Zone

COMMERCIAL 1 ZONE (C1Z)

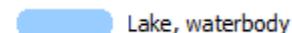
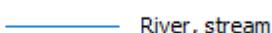
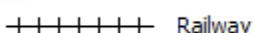
SCHEDULE TO THE COMMERCIAL 1 ZONE (C1Z)



Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Zones Legend

ACZ - Activity Centre	IN1Z - Industrial 1	R1Z - General Residential
B1Z - Commercial 1	IN2Z - Industrial 2	R2Z - General Residential
B2Z - Commercial 1	IN3Z - Industrial 3	R3Z - General Residential
B3Z - Commercial 2	LDRZ - Low Density Residential	RAZ - Rural Activity
B4Z - Commercial 2	MUZ - Mixed Use	RCZ - Rural Conservation
B5Z - Commercial 1	NRZ - Neighbourhood Residential	RDZ1 - Road - Category 1
C1Z - Commercial 1	PCRZ - Public Conservation & Resource	RDZ2 - Road - Category 2
C2Z - Commercial 2	PDZ - Priority Development	RGZ - Residential Growth
CA - Commonwealth Land	PPRZ - Public Park & Recreation	RLZ - Rural Living
CCZ - Capital City	PU21 - Public Use - Service & Utility	RUZ - Rural
CDZ - Comprehensive Development	PU22 - Public Use - Education	SUZ - Special Use
DZ - Dockland	PU23 - Public Use - Health Community	TZ - Township
ERZ - Environmental Rural	PU24 - Public Use - Transport	UFZ - Urban Floodway
FZ - Farming	PU25 - Public Use - Cemetery/Crematorium	UGZ - Urban Growth
GRZ - General Residential	PU26 - Public Use - Local Government	
GWAZ - Green Wedge A	PU27 - Public Use - Other Public Use	— Urban Growth Boundary
GWZ - Green Wedge	PZ - Port	

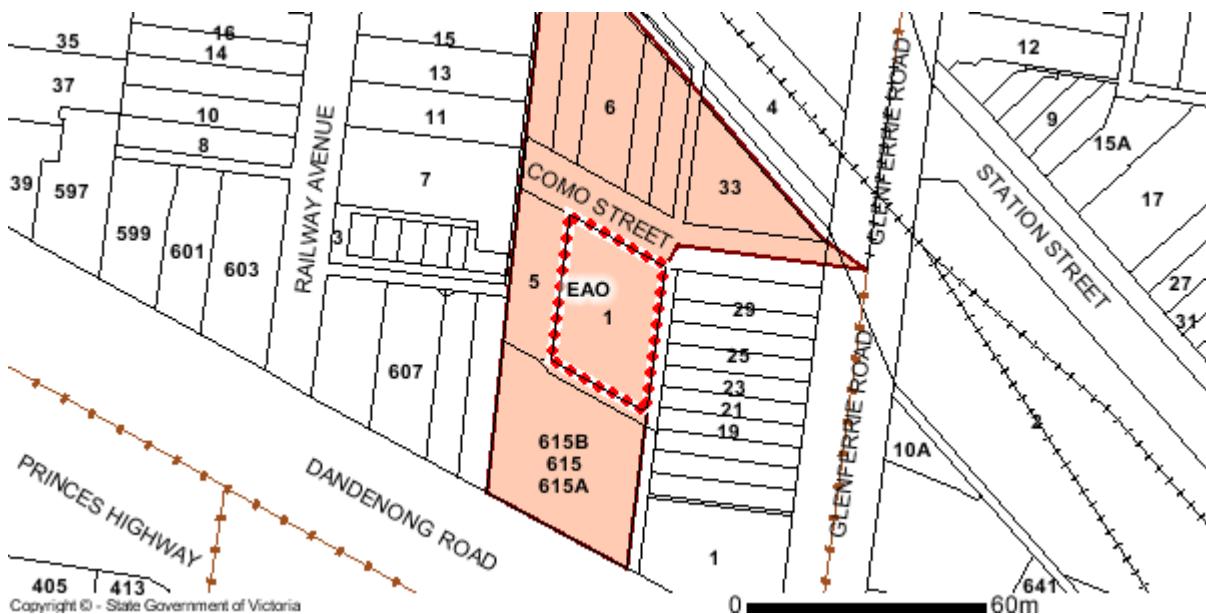


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Planning Overlay

ENVIRONMENTAL AUDIT OVERLAY (EAO)



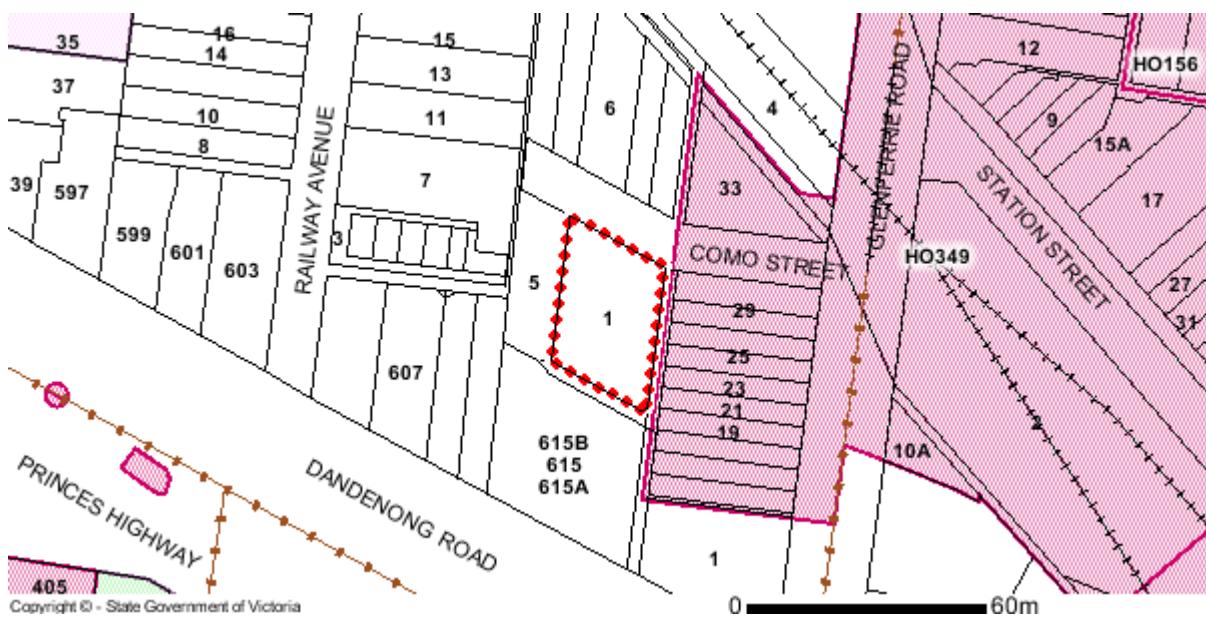
OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)

NEIGHBOURHOOD CHARACTER OVERLAY (NCO)

PARKING OVERLAY (PO)



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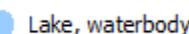
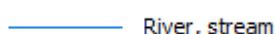
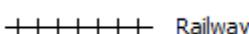
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Planning Overlays Legend

Overlays Legend

- █ AEO - Airport Enviros
- █ BMO - Bushfire Management
- █ CLPO - City Link Project
- █ DCPO - Development Contributions Plan
- █ DDO - Design & Development
- █ DDOPT - Design & Development Part
- █ DPO - Development Plan
- █ EAO - Environmental Audit
- █ EMO - Erosion Management
- █ ESO - Environmental Significance
- █ FO - Floodway
- █ HO - Heritage
- █ ICPO - Infrastructure Contributions Plan

- █ IPO - Incorporated Plan
- █ LSIO - Land Subject to Inundation
- █ MAE01 - Melbourne Airport Enviros 1
- █ MAE02 - Melbourne Airport Enviros 2
- █ NCO - Neighbourhood Character
- █ PO - Parking
- █ PAO - Public Acquisition
- █ RO - Restructure
- █ RCO - Road Closure
- █ SBO - Special Building
- █ SLO - Significant Landscape
- █ SMO - Salinity Management
- █ SRO - State Resource
- █ VPO - Vegetation Protection



Note: due to overlaps some colours on the maps may not match those in the legend.

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Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2007, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2007, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to
<http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2007, can also be found here - <https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html>



Aboriginal Cultural Heritage Sensitivity Aboriginal Cultural Heritage Sensitivity Selected Land
 Railway Tram River, stream Lake, waterbody

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Further Planning Information

Planning scheme data last updated on 21 May 2018.

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

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

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

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

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

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

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

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

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

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Designated Bushfire Prone Areas

from www.planning.vic.gov.au on 05 June 2018 09:03 AM

Address: 1 COMO STREET MALVERN 3144

Lot and Plan Number: Plan CP168684

Local Government (Council): STONNINGTON **Council Property Number:** 13398

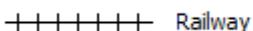
Directory Reference: Melway 59 B10

**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



Railway



Tram



Bushfire Prone Area



Selected Land



River, stream



Lake, waterbody

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011, as amended by gazette notices on 25 October 2012, 8 August 2013, 30 December 2013, 3 June 2014, 22 October 2014, 29 August 2015, 21 April 2016, 18 October 2016, 2 June 2017, 6 November 2017 and 16 May 2018.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

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

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

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

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

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

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

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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).

PLANNING PERMIT

Planning Scheme: Stonnington
 Responsible Authority: City of Stonnington

PLANNING PERMIT NO. 0733/16 - 1 - AMENDED

ADDRESS OF THE LAND:

1-3 COMO STREET, MALVERN VIC 3144

THE PERMIT ALLOWS:

CONSTRUCTION OF A MIXED-USE DEVELOPMENT, USE OF THE SITE FOR DWELLINGS AND A REDUCTION IN THE CAR PARKING REQUIREMENTS IN A COMMERCIAL 1 ZONE AND ENVIRONMENTAL AUDIT OVERLAY 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, one electronic copy 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 amended advertised plans Council date stamped 6 July 2017 but modified to show:
 - a. Plan notation to state, "bollards to be placed on the title boundary clear of the right-of-way" so as to clearly delineate private land from the public laneway. The bollards must ensure that the 1 metre setback is not used as a public laneway at any time. The location of the bollards must be to the satisfaction of the Responsible Authority;
 - b. All east facing habitable room windows and the east side of the balcony associated with Apartment 3.03 (south-east apartment) on Level 3 to be screened to limit views to the approved development at No. 23 Glenferrie Road with screens that are no less than 1.7m in height above finished floor level and no more than 25% transparency or obscure glass; or alternatively sightlines to be provided that show no unreasonable overlooking to the satisfaction of the Responsible Authority;
 - c. All floor plans to be updated to show the location of all screens that are 1.7m in height above finished floor level and no more than 25% or obscure glass to match the elevations;
 - d. South elevation to note the use of opaque glass at Level 6;
 - e. Plans to confirm the proposed entrance levels to the building match the footpath levels on Como Street. Under no circumstances shall the existing footpath levels be lowered to facilitate access to the subject site;
 - f. The allocation of all car parking spaces and storage units to each dwelling and office tenancy;
 - g. Accessway width revised to clearly show a minimum width of 3.6m is provided between walls to accord with the Australian Standards.
 - h. Vehicle templates to be applied to show adequate access to the following parking spaces on the upper and lower basement; the space to the immediate south of the lift core, and those at the ends near the walls, and the corner near the disabled shared zone, to the satisfaction of the Responsible Authority.
 - i. Confirmation via notations that the Wohr Parklift 440 independent stackers are to

Date Permit Issued: 9 March 2017

Page 1 of 5

PLANNING PERMIT

Planning Scheme: Stonnington
 Responsible Authority: City of Stonnington

PLANNING PERMIT NO. 0733/16 - 1 - AMENDED

be used.

- j. The length of the passing area at the top of the ramp to have a minimum dimension of 7 metres to the satisfaction of the Responsible Authority;
- k. A mirror which provides adequate sight distance at the vehicle access to be detailed to the satisfaction of the Responsible Authority;
- l. Columns to be dimensioned and located in accordance with the Planning Scheme or Australian Standards to the satisfaction of the Responsible Authority;
- m. Swept path diagrams provided to demonstrate appropriate access to the disabled parking bay to the satisfaction of the Responsible Authority;
- n. The design details of the bicycle parking to be provided to the satisfaction of the Responsible Authority;
- o. Plans to note how many toilets will be connected to the rainwater tanks for flushing;
- p. A revised Water Sensitive Urban Design Response in accordance with Condition 3;
- q. A revised Sustainable Management Plan in accordance with Condition 5 and any subsequent changes to plans detailed accordingly;

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.
3. Concurrent with the endorsement of any plans pursuant to Condition 1, the applicant must provide a Water Sensitive Urban Design Response addressing the Application Requirements of the Water Sensitive Urban Design Policy at Clause 22.18 to the satisfaction of the Responsible Authority, including relevant notations on plans documenting the response.
4. The project must incorporate the Water Sensitive Urban Design initiatives detailed in the endorsed site plan and/or stormwater management report.
5. Concurrent with the endorsement of any plans a 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. Amendments to the SMP must be incorporated into plan changes required under Condition 1. The report must be generally in accordance with the SMP prepared by Arc Resources dated 3 July 2017 submitted with the application but updated to address the following:
 - a) Consistency throughout the report in relation to VOC limit and the points calculated for the Green Star assessment updated accordingly;
 - b) Report and plans updated to include the area of the roof connected to the water tank and proposed use of collected rainwater. The SMP, STORM report and plans must be consistent;
 - c) Indicate water treatment measures for water collected from trafficable areas into rainwater tanks;

Date Permit Issued: 9 March 2017

Page 2 of 5

PLANNING PERMIT

Planning Scheme: Stonnington
 Responsible Authority: City of Stonnington

PLANNING PERMIT NO. 0733/16 - 1 - AMENDED

- d) The system size of the PV panels to be detailed consistently in SMP and plans; all to the satisfaction of the Responsible Authority.
- 6. 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.
- 7. Prior to the commencement of the development hereby approved, the permit holder must obtain approval from Council's Building and Local Laws Department to construct or modify any vehicle crossover/s providing access to the subject site. The issue of a planning permit does not provide approval for vehicular crossovers which are outside of the title boundary.
- 8. Concurrent with the endorsement of plans, a Waste Management Plan must be submitted to and approved by the Responsible Authority. The Waste Management Plan must be in accordance with the Waste Management Plan prepared by *Leigh Design Pty Ltd* dated 21 June 2017.
- 9. The private land at the ground floor level adjacent to the eastern laneway must at no time be used as part of the public laneway. It must not be transferred to Council as Road and the owner must accept full responsibility and any liability associated with the private land.
- 10. The bollards adjacent to the eastern laneway must remain in place at all times except for when temporary access is required to the substation by a service vehicle. The bollards must be immediately reinstated once the service vehicle has departed. The bollards must be maintained to the satisfaction of the Responsible Authority.
- 11. Unless otherwise agreed to in writing by the Responsible Authority, before a sensitive use (residential use, child care centre, pre-school centre or primary school) commences or before the construction or carrying out of buildings and works in association with a sensitive use commences (with the exception of demolition of existing buildings and structures, site clearance and any works required to undertake the audit), either:
 - a) A certificate of environmental audit must be issued for the land in accordance with Part IXD of the Environment Protection Act 1970, or
 - b) An environmental auditor appointed under the Environment Protection Act 1970 must make a statement in accordance with Part IXD of that Act that the environmental conditions of the land are suitable for a sensitive use.
 Before the occupation of the building all the conditions of the Statement of Environmental Audit must be complied with to the satisfaction of the Responsible Authority.
- 12. The use and development allowed by this permit must comply with the directions and conditions of any statement of environmental audit issued for the land.
- 13. A report for the legal point of discharge must be obtained from Council and a drainage

Date Permit Issued: 9 March 2017

Page 3 of 5

PLANNING PERMIT

Planning Scheme: Stonnington
 Responsible Authority: City of Stonnington

PLANNING PERMIT NO. 0733/16 - 1 - AMENDED

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 and certification for the completed drainage must be provided to Council prior to the Statement of Compliance being issued for the subdivision.

14. Any redundant vehicular crossing must be removed and the footpath, naturestrip and kerb reinstated at the owner's cost to the satisfaction of Council.
15. All plant and equipment (including air-conditioning units) shall be located or screened so as to minimise visibility from any of the surrounding footpaths and from overhead views 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. Ventilation systems must be designed and installed in accordance with relevant Australian Standards.
16. Any poles, service pits or other structures/features on the footpath required to be relocated to facilitate the development must be done so at the cost of the applicant and subject to the relevant authority's consent.
17. All services to the subject land and buildings approved as part of this permit must be provided underground to the satisfaction of the Responsible Authority.
18. Outdoor lighting must be designed, baffled and located to the satisfaction of the Responsible Authority to prevent any adverse effect on adjoining land.
19. Prior to occupation of the building, the walls on the boundary of the adjoining properties must be cleaned and finished to the satisfaction of the Responsible Authority.
20. Prior to occupation, all screening devices designed to limit overlooking hereby approved must not have more than 25% openings or they must be of solid translucent panels, permanent, fixed and durable and designed and coloured to blend in with the development to the satisfaction of the Reasonable Authority.
21. 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

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:

- A. 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.
- B. Separate approval for crossovers is required from Council's Building and Local Law Unit.

PLANNING PERMIT

Planning Scheme: Stonnington
 Responsible Authority: City of Stonnington

PLANNING PERMIT NO. 0733/16 - 1 - AMENDED

- C. The owners and occupiers of the dwellings hereby approved are not eligible to receive "Resident Parking Permits".
- D. 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:
 - i. Before or within 6 months after the permit expiry date, where the development allowed by the permit has not yet started; and
 - ii. Within 12 months after the permit expiry date, where the development allowed by the permit has lawfully started before the permit expires.

THIS PERMIT HAS BEEN AMENDED AS FOLLOWS:

Date of Amendment	Brief description of Amendment
11 January 2018	Amendments to the plans and permit approved as follows: <ul style="list-style-type: none"> a) A reduction in the number of apartments from 48 to 36 (16 x one bedroom, 9 x two bedroom and 11 x three bedroom apartments); b) An increase in the number of car parking spaces from 53 to 56; c) Internal amendments to accommodate the changes in the number of apartments; d) Changes to the external appearance of the building including some variations to wall heights; e) Variations to the materials and finishes; and f) Changes to the Planning Permit conditions 1, 5 and 8.

Date Permit Issued: 9 March 2017

Page 5 of 5



IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit.

(Note: This is not a permit granted under Division 5 or 6 of Part 4 of the **Planning and Environment Act 1987**.)

WHEN DOES A PERMIT BEGIN?

A permit operates:

- * from the date specified in the permit, or
- * if no date is specified, from:
 - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal, or
 - (ii) the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if—
 - * the development or any stage of it does not start within the time specified in the permit; or
 - * the development requires the certification of a plan of subdivision or consolidation under the **Subdivision Act 1988** and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
 - * the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the **Subdivision Act 1988**.
2. A permit for the use of land expires if—
 - * the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit, or
 - * the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if—
 - * the development or any stage of it does not start within the time specified in the permit; or
 - * the development or any stage of it is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit; or
 - * the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
 - * the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the **Planning and Environment Act 1987**, or to any combination of use, development or any of those circumstances requires the certification of a plan under the **Subdivision Act 1988**, unless the permit contains a different provision—
 - * the use or development of any stage is to be taken to have started when the plan is certified; and
 - * the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT APPEALS?

Planning and Environment Regulations 2015 No. 33

- * The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- * An appeal must be lodged within 60 days after the permit was issued, unless a Notice of Decision to grant a permit has been issued previously, in which case the appeal must be lodged within 60 days after the giving of that notice.
- * An appeal is lodged with the Victorian Civil and Administrative Tribunal (VCAT).
- * An appeal must be made on a Notice of Appeal form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- * An appeal must state the grounds upon which it is based.
- * An appeal must also be served on the Responsible Authority.
- * Details about appeals and the fees payable can be obtained from the VCAT.

LEIGH DESIGN

*waste management plans for
all urban developments*

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WASTE MANAGEMENT PLAN

Proposed Development:
1-3 Como Street, Malvern, Victoria

Prepared for:
JAS LDS Pty Ltd

<u>Document Control</u>
<u>Report Date:</u> 15 March 2018 (supersedes report dated 21-06-17)
<u>Prepared By:</u> Andrew McIntosh, Associate
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WASTE MANAGEMENT SUMMARY

- The operator, as defined below, shall be responsible for managing the waste system, and for developing and implementing adequate safe operating procedures.
- Waste shall be stored within the development (hidden from external view).
- Users shall sort their waste, and dispose garbage and recyclables via the chutes and/or directly into collection bins.
- Waste shall be collected on Como Street. The operator shall transfer bins between the building and kerbside.

GLOSSARY

Operator: refers to the Owners Corporation, who shall manage site operations (via cleaners, staff and contractors, if required).

User: refers to residents and the commercial tenant, who shall utilise the waste system.

1 SPACE AND SYSTEM FOR WASTE MANAGEMENT

1.1 Development Description and Use

This development shall consist of residential apartments and a commercial tenancy. The number of residences and commercial floor-areas are stated in Table 1 (below).

1.2 Estimated Garbage and Recycling Generation

The following table summarises the waste estimate (m³/week):

Table 1: Waste Estimate

Waste Source	Base Qty (est.)	Garbage	Commingled Recycling
Apartments	No. of units = 34	4.08	2.04
Retail (cafe)	area (m ²) = 105	1.10	0.59
TOTAL (m³/wk)		5.18	2.63

Notes:

- Residential garbage generation rates are based on Council's standard allocation. For recycling, the allocation has been reduced based on discussions with Council.
- Commercial waste figures are based on adjusted Sustainability Victoria Guidelines.

1.3 Collection Services

Residential Waste: It appears that Council's regular service would be unsuitable as Council's wheelie bins are deemed impractical for chute applications. Therefore, private waste services shall be considered for residential waste, utilizing bulk bins.

Commercial Waste:

Municipal services would be insufficient as these are limited to a pair of weekly/fortnightly wheelie bins per tenement. Therefore, private waste services shall be considered for commercial waste.

For both residential and commercial waste, the operator shall choose a waste collection provider (or Council's trade services), negotiate a service agreement and pay for these services.

Notes:

- Council's Waste Collection & Disposal Services Policy states that every rateable tenement is liable to pay a garbage charge irrespective of the level of waste collection services provided to the tenement by Council.
- Prior to occupation, it is recommended that the operator contact the Council's Waste Management Department to discuss the possible alternatives to the municipal kerbside service. Options for collection frequency and bin size shall be considered for the benefit of the development and the surrounding amenity.

1.4 Location, Equipment and System Used for Managing Waste

The waste management system is summarised as follows:

- Apartment receptacles for garbage and recycling.
- Tenancy receptacles at work/amenity areas.
- One Garbage Chute and one Recycling Chute, each with residential level intakes and Residential Bin Store discharge.
- Residential Bin Store located at Basement 1 Level.
- Commercial Bin Store at Ground Level (in the tenancy, to future fit-out detail).
- Collection bins (kept within the Bin Stores - refer to Table 2).

The various collection waste-streams are summarised as follows:

Garbage: General waste shall be placed in tied plastic bags and stored within bins.

Recycling: All recyclables shall be commingled into a single type of collection bin (for loose paper, cardboard, glass, aluminum, steel, and plastics).

Green Waste: Based on minor landscaping, minimal garden waste generation is anticipated (however, the operator shall engage a contractor, if required).

Compost: At this development, composting is considered impractical, as there would be minimal onsite demand for compost.

Other Waste Streams: The disposal of hard/electronic/liquid and other wastes (polystyrene, batteries, paint, chemicals and detox items, etc), shall be organised with the assistance of the operator.

The following table summarises bin quantity/capacity, collection frequency and area requirements (based on Table 1):

Table 2: Bin Schedule and Collection Frequency

Waste Source	Waste Stream	Bin Qty	Bin Litres	Collections per Week	Net Area m ²
Residential (communal bins)	Garbage	4	1,100	1	6.4
	Recycling	2	1,100	1	3.2
	Hard Waste	-	-	TBA	2.0
Commercial (dedicated bins)	Garbage	2	240	2	1.0
	Recycling	2	240	2	1.0
Net Waste Storage Area (excludes circulation), m²:					13.6

Notes:

- For municipal trade services, Council shall provide the bins (supply cost applies).
- Private bins shall be sourced by the operator (either purchased from a supplier or leased from the collection contractor).
- Subject to stakeholders' preference/capability (and as built constraints), bin sizes and quantities can be changed. Also, recyclables can be either commingled or split into bins for separate recycling streams.

1.5 Planning Drawings, Waste Areas and Management of the Waste System

The plans illustrate that sufficient space has been allocated for onsite bin storage, as required by the above schedule. The approx. Residential Bin Store dimensions are 5m x 5m. The size of the Commercial Bin Store is to be determined as part of future fit-out detail.

Notwithstanding the above, the operator shall stipulate procedures for effective management of the available space.

1.6 Collection Bin Information

The following bins shall be utilised (see Sect. 4.4 for signage requirements):

Table 3: Bin Details

Capacity (litres)	Height (mm)	Width (across front, mm)	Depth (side on, mm)	Empty Weight (kg)	Average* Gross Weight (kg)
240	1060	585	730	13	45
1100	1470	1240	1070	65	210

Notes:

- * = Average Gross Weight is based on domestic waste studies (which vary subject to locality and waste-type). Expect greater weight for wet or compacted waste.
- Use the above details as a guide only – variations will occur. The above is based on Sulo plastic (HDPE) bins.
- For 1100L bins, flat lids are recommended (instead of dome lids). However, the operator shall consult with the waste collection contractor to specify and select the appropriate lid.
- Also, bins that receive waste under the chutes shall be reinforced to withstand loads from waste falling at high speed.

Table 4: Stonnington Colour Coding

Bin	Garbage	Commingled Recycling	Green Waste
Lid	Green	Blue	Burgundy
Body	Green	Black	Burgundy

Note: For private bins, AS4123.7 bin colours can be adopted. Private bins shall be labelled to identify the waste generator and site address.

2 ACCESS FOR USERS, COLLECTORS AND COLLECTION VEHICLES

2.1 User Access to Waste Facilities

Residents shall dispose sorted garbage and recyclables via the chutes (available at each apartment level), in accordance with instructions from the chute supplier. For wastes unsuitable for chute disposal, residents shall transfer sorted waste directly to the Residential Bin Store (access via lift/stairs if required).

The commercial tenant shall dispose sorted waste into collection bins located within their Bin Store.

Note: The operator shall monitor the filling of the bins under the chutes and change them when full.

2.2 Collection Arrangements and Access to Waste Facilities

- Waste shall be collected on Como Street (kerbside - site's frontage).
- Prior to the collection, the operator shall transfer bins from the Bin Stores to kerbside (returning the bins once the collection has taken place).
- The waste collection shall be carried-out by rear-lift vehicles (nom. 10.5m long and 4m operational height).

Notes:

- Given the max. 1:5 ramp gradient, bin weight and transfer distance (potentially creating OH&S incidents during bin transfers), mechanical assistance via a suitable tug is recommended (operator to assess and specify - refer to Sections 5 and 8).
- For improved safety, any private waste collections and all bin transfers shall be carried-out during off-peak traffic periods.

3 AMENITY, LOCAL ENVIRONMENT AND FACILITY DESIGN

3.1 Noise Minimisation Initiatives

- Collection bins shall feature rubber castors for quiet rolling during transfers.
- Chutes and waste areas shall meet BCA and AS2107 acoustic requirements.
- Local laws shall be observed for all operations in public and private areas.
- As specified in Council's Local Law, private waste collections must only occur between the hours of 7:00am and 10:00pm Monday-Saturday, and between the hours of 9:00am and 10:00pm on Sunday and Public Holidays. The waste collector shall protect the acoustic amenity by minimising noise during the collection.
- Municipal waste collections shall take place as per Council's timing/schedule.

3.2 Litter Reduction and Prevention of Stormwater Pollution

The operator shall be responsible for:

- Promoting adequate waste disposal into the bins (to avoid waste-dumping).
- Securing the waste areas (whilst affording access to users/staff/contractors).
- Preventing overfilled bins, keeping lids closed and bungs leak-free.
- Abating any site litter, and taking action to prevent dumping and/or unauthorised use of waste areas.
- Requiring the private collection contractor to clean-up any spillage that might occur when clearing bins.
- Reporting any spillage resulting from the collection of municipal bins direct to Council.

The above will minimise the dispersion of site litter and prevent stormwater pollution (thus avoiding impact to the local amenity and environment).

3.3 Ventilation, Washing and Vermin-Prevention Arrangements

Waste areas shall feature:

- Ventilation in accordance with Australian Standard AS1668. For chute ventilation, a fan with riser to a rooftop exhaust shall be utilised.
- Tight-fitting doors (all other openings shall have vermin-proof mesh or similar).
- Impervious flooring (also, smooth, slip-resistant and appropriately drained).
- A graded bin wash area, hot/cold mixing hosecock, hose and a suitable floor-waste connected in accordance with relevant authority requirements (alternatively, the operator shall engage a contractor to conduct off-site bin washing). The bin and wash areas may overlap, as stored bins can be moved so that a bin can be washed.
- A water-flushing nozzle with accessible water cock shall be provided at the head of each chute. Include a floor waste and hosecock near each chute outlet.

The operator shall regularly clean waste areas/equipment. Also, access doors and bin-lids shall be kept closed.

3.4 Design and Aesthetics of Waste Storage Areas and Equipment

Waste shall be placed within collection bins and stored in designated onsite areas (hidden from external view). Following waste collection activities, bins shall be returned to the storage areas as soon as practicable.

Waste facilities shall be constructed of durable materials and finishes, and maintained to ensure that the aesthetics of the development are not compromised. These facilities and associated passages shall be suitably illuminated (this provides comfort, safety and security, to users, staff and contractors). Access doors shall feature keyless opening from within.

The design and construction, of waste facilities and equipment, shall conform to the Building Code of Australia, Australian Standards and local laws.

Chutes shall be sized and designed as recommended by a reputable chute manufacturer (chutes are proprietary items). The chute supplier shall fix safe-operating instructions to each intake-door and place a warning sign on each chute outlet. For improved safety, each chute outlet shall be shrouded with a suitable rubber skirt, and designed to minimise the effect of falling waste into the associated bin (and to stop dispersion of debris). Also, access to each chute outlet shall be restricted to trained personnel only (this area shall be suitably fenced and kept locked).

4 MANAGEMENT AND SUSTAINABILITY

4.1 Waste Sorting, Transfer and Collection Responsibilities

Garbage shall be placed within tied plastic bags prior to transferring into the collection bins or chute. Cardboard shall be flattened, and recycling containers uncapped, drained and rinsed prior to disposal into the appropriate bin/chute. Bagged recycling is not permitted.

Refer to Section 2 for waste transfer requirements and collection arrangements.

4.2 Facility Management Provisions to Maintain & Improve the Waste System

The operator shall manage site operations (refer to the glossary in page 2).

It shall be the responsibility of the operator to maintain all waste areas and components, to the satisfaction of users, staff and the relevant authority (users shall maintain their internal waste receptacles).

The operator shall ensure that maintenance and upgrades are carried-out, on the facility and components of the waste system. When required, the operator shall engage an appropriate contractor to conduct services, replacements or upgrades.

4.3 Arrangements for Protecting Waste Equipment from Theft and Vandalism

It shall be the responsibility of the operator to protect the equipment from theft and vandalism. This shall include the following initiatives:

- Secure the waste areas.
- Label the bins according to property address.
- Bins shall be placed on the kerbside no-sooner than the night before the collection (and promptly returned to the storage areas after the collection).

4.4 Arrangements for Bins/Equipment Labelling, and Ensuring Users and Staff are Aware of How to Use the Waste System Correctly

- The operator shall provide appropriate signage for the bins. Signage is available at the following internet address: www.sustainability.vic.gov.au.
- The operator shall publish/distribute “house rules” and educational material to:
 - Inform users/staff about the waste management system and the use/location of the associated equipment (provide the summary in page 2 of this report).
 - Improve facility management results (lessen equipment damage and chute blockages, reduce littering and achieve cleanliness).
 - Advise users/staff to sort and recycle waste with care to reduce contamination of recyclables.

4.5 Sustainability and Waste Avoidance/Reuse/Reduction Initiatives

The *Environment Protection Act 1970* includes principles of environment protection and guidance for waste management decision making. Also, the *Sustainability Victoria Act 2005* established Sustainability Victoria as the statutory authority for delivering programs on integrated waste management and resource efficiency.

From a design perspective, the development shall support the acts by providing an adequate waste system with ability to sort waste.

The operator shall promote the observance of the acts (where relevant and practicable), and encourage users and staff to participate in minimising the impact of waste on the environment. For improved sustainability, the operator shall carry-out the following:

- Observe the waste hierarchy in the *Environment Protection Act 1970* (in order of preference): a) waste avoidance, b) reuse, c) recycle, d) recovery of energy, e) treatment, f) containment and g) disposal.
- Peruse the Sustainability Victoria website: www.sustainability.vic.gov.au.
- Participate in Council and in-house programs for waste minimisation.
- Establish waste reduction and recycling targets; including periodic waste audits, keeping records and monitoring of the quantity of recyclables found in landfill-bound bins (sharing results with users/staff).

4.6 Waste Management Plan Revisions

For any future appropriate Council request, changes in legal requirements, changes in the development's needs and/or waste patterns (waste composition, volume or distribution), or to address unforeseen operational issues, the operator shall be responsible for coordinating the necessary Waste Management Plan revisions, including (if required):

- A waste audit and new waste strategy.
- Revision of the waste system (bin size/quantitystreams/collection frequency).
- Re-education of users/staff.
- Revision of the services provided by the waste collector(s).
- Any necessary statutory approval(s).

5 SUPPLEMENTARY INFORMATION

- The operator shall ensure that bins are not overfilled or overloaded.
- Waste incineration devices are not permitted, and offsite waste treatment and disposal shall be carried-out in accordance with regulatory requirements.
- For bin traffic areas, either level surfaces (smooth and without steps) or gentle ramps are recommended, including a roll-over kerb or ramp. Should ramp gradients, bin weight and/or distance affect the ease/safety of bin transfers, the operator shall consider the use of a suitable tug.
- The operator and waste collector, shall observe all relevant OH&S legislation, regulations and guidelines. The relevant entity shall define their tasks and:
 - Comply with Worksafe Victoria's Occupational Health and Safety Guidelines for the Collection, Transport and Unloading of Non-hazardous Waste and Recyclable Materials (June 2003).
 - Assess the Manual Handling Risk, and prepare a Manual Handling Control Plan for waste and bin transfers (as per regulatory requirements and Victorian COP for Manual Handling).
 - Obtain and provide to staff/contractors equipment manuals, training, health and safety procedures, risk assessments and adequate personal protective equipment (PPE) to control/minimise risks/hazards associated with all waste management activities. As a starting point, these documents and procedures shall address the following:

Task (to be confirmed)	Hazard (TBC)	Control Measures (TBC)
Sorting waste and cleaning the waste system	Bodily puncture. Biological & electrical hazards	Personal protective equipment (PPE). Develop a waste-sorting procedure
Bin manual handling	Sprain, strain, crush	PPE. Maintain bin wheel-hubs. Limit bin weight. Provide mechanical assistance to transfer bins
Chute discharge	Strike & debris from falling waste	PPE, staff training, and signage, maintain access restrictions. Include a suitable curtain/skirt and a locked mesh fence around the discharge zone of the chute
Kerb bin placement	Crush / runaway bin	Ensure 4-wheeled bins are foot-braked
Bin transfers and emptying into truck	Vehicular strike, run-over	PPE. Develop a Hazard Control Plan for transfers and collections. Maintain visibility. Use a mechanical bin-tipper
Truck access	Vehicular incident, strike, run-over	PPE. Use a trained spotter. Develop a truck-manoeuvring and traffic-control procedure

Note: The above shall be confirmed by a qualified OH&S professional, who shall also prepare site-specific assessments, procedures and controls (refer to Section 6).

6 CONTACT INFORMATION

City of Stonnington (local Council and trade waste collector), ph 03 8290 1333

Inner City Waste Management (private waste collector), ph 03 9521 3300

Remondis (private waste collector), ph 13 73 73

Eco-Safe Technologies (odour control equipment supplier), ph 03 9706 4149

FJP Safety Advisors Pty Ltd (OH&S consultant), ph 03 9255 3660

Electrodrive Pty Ltd (tug & trailer supplier – for bin transfers), ph 1800 033 002

Warequip (tug supplier – for bin transfers), ph 1800 337 711

Sabco Commercial (supplier of cleaner's trolleys), ph 1800 066 522

Sulo MGB Australia (bin supplier), ph 1300 364 388

One Stop Garbage Shop (bin supplier), ph 03 9338 1411

JD MacDonald Pty Ltd (chute supplier), ph 03 9271 6400

Wastech Engineering Pty Ltd (chute supplier), ph 1800 465 465

Note: The above includes a complimentary listing of contractors and equipment suppliers. The stakeholders shall not be obligated to procure goods/services from these companies. Leigh Design does not warrant (or make representations for) the goods/services provided by these suppliers.

7 LIMITATIONS

The purpose of this report is to document a Waste Management Plan, as part of a Planning Permit Application.

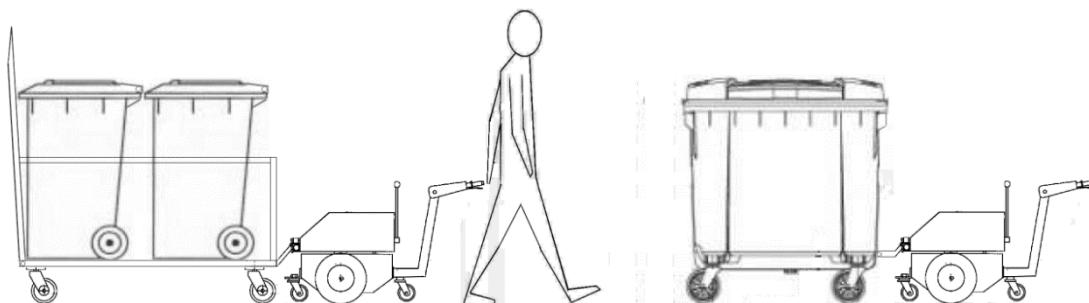
This report is based on the following conditions:

- Operational use of the development (excludes demolition/construction stages).
- Drawings and information supplied by the project architect.
- The figures presented in this report are estimates only. The actual amount of waste will depend on the development's occupancy rate and waste generation intensity, the user's disposition toward waste and recycling, and the operator's approach to waste management. The operator shall make adjustments, as required, based on actual waste volumes (if the actual waste volume is greater than estimated, then the number of bins and/or the number of collections per week shall be increased, STCA).
- This report shall not be used to determine/forecast operational costs, or to prepare feasibility studies or to document operational/safety procedures.

8 APPENDIX A – ANCILLARY EQUIPMENT

Below please find information about recommended equipment (or similar). The operator shall assess, specify and source as required:

Equipment Specification: Battery powered tug to provide sufficient mechanical assistance for transferring bins along the driveway/walkway and up/down ramps (max. grade 1:4). Trailers (if required) and 4-wheeled bins shall have swivel front castors and directionally-locked rear ones.



Illustrations: An Electrodrive tug pulls a trailer with 2x240-lt bins or one 1100-lt bin.