

TISHER LINER FC LAW

Contract of Sale & Vendor Statement

Vendor: BRW Financial Pty Ltd ACN 100 561 359

Land: Lot..... 69-89 Type Street, Richmond

Ref: FT:WI:181369

CONTRACT OF SALE OF REAL ESTATE

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

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

The terms of this contract are contained in the:

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

and in that order of priority.

SIGNING OF THIS CONTRACT

WARNING: THIS A LEGALLY BINDING AGREEMENT. YOU SHOULD READ THIS CONTRACT BEFORE YOU SIGN IT

Purchasers should ensure that, prior to signing this contract, they have received –

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* (Vic) in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER on /

Print name of person signing:

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

This offer will lapse unless accepted within [10] clear business days (3 clear business days if none specified).

SIGNED BY THE VENDOR on /

Print name of person signing: Terry Livanidis

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney") Sole Director

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period (section 31 *Sale of Land Act 1962* (Vic))

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 previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (section 9AA(1A) of the *Sale of Land Act 1962* (Vic))

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

Estate Agents (Contracts) Regulations 2008 (Vic)
PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

.....

Tel: Fax:

Ref: Email:

VENDOR

BRW FINANCIAL PTY LTD ACN 100 561 359

of Suite 6a, Level 1, Como Centre 299 Toorak Road South Yarra Vic 3141

VENDOR'S LEGAL PRACTITIONER

TISHER LINER FC LAW PTY LTD

of Level 2, 333 Queen Street Melbourne Vic 3000

Tel: 03 8600 9333 Fax: 03 9670 6359

Ref: FT:WI:181369 Email: ftisher@tlfc.com.au

PURCHASER

.....

.....

of

.....

Tel:

Email:

Tax File Number:

Tick box if property is purchased by Trustee for a Trust – see special condition 36

If more than one purchaser, please indicate the basis on which the purchaser will buy the property:-

Joint Tenants; or

Tenants in Common in Equal Shares; or

Tenants in common in the following percentages:

..... %

..... %

**PURCHASER'S LEGAL PRACTITIONER OR
CONVEYANCER**

.....	
.....	
Tel:	Fax:
Ref:	Email:

LAND (general condition 3)

The Land is described in the attached copy title(s) and plan(s) as:

Lot _____ on proposed Plan of Subdivision PS 806041T ("the Plan") and being part of the land described in the copy of the Register Search Statement - Volume 6465 Folio 877 and Volume 10842 Folio 540 and as attached to the Vendor Statement.

PROPERTY ADDRESS

Lot _____, 69-89 Type Street, Richmond, Vic, 3121

**GOODS SOLD WITH THE LAND
general condition 2.3(f))
(list or attach schedule)**

All fixtures and fittings will be provided in accordance with the Fittings and Finishes Schedule marked "Annexure A" attached hereto

LIGHTING SCHEME OPTIONS:

The Purchaser advises that it chooses:

Typical Townhouse

Heritage Townhouse

Where the Purchaser has not made a selection within 30 days of the Day of Sale, the default selection is "Typical Townhouse"

PAYMENT (general condition 11)

Price

\$

Deposit

\$ 10% of the Price (of which \$ _____ has been paid) the balance of Deposit is payable by no later than ____/____/18

Balance

\$ is due at Settlement

GST (refer to general condition 13)

The price includes GST (if any) unless the words 'Plus GST' appears in this box:

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

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

MARGIN SCHEME

SETTLEMENT (general condition 10)

Settlement of this Contract will occur on the later of:

- 14 days after the Vendor or the Vendor's Legal Practitioner gives written notice to the Purchaser or the Purchaser's Legal Practitioner or Conveyancer of registration of the Plan; and
- 14 days after the Vendor or the Vendor's Legal Practitioner gives written notice to the Purchaser or the Purchaser's Legal Practitioner or Conveyancer of issue of the Occupancy Permit.

LEASE (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1.

TERMS CONTRACT (general condition 23)

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

ELECTRONIC CONVEYANCING (special condition 2)

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

EC

LOAN (refer to general condition 14)

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

Lender:

Loan amount:

Approval date:

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

PURCHASER MUST COMPLETE DETAILS BELOW:-

FOREIGN INVESTMENT INFORMATION

The Purchaser declares that it:

- is an Australian Citizen or a person who holds a permanent resident visa
- Is a non Australian resident (foreign investor that requires approval) – see special condition 23.

Purchaser Nationality:.....

(Copy of passport is to be supplied)

The Purchaser warrants that the information provided above is true and correct.

DEPOSIT PAYMENT METHOD

The Purchaser will provide the Deposit by:

- paying the whole deposit by way of cash or bank cheque
- securing the whole deposit by way of Bank Guarantee
- paying part deposit in cash or bank cheque and securing the remainder of the deposit by way of Bank Guarantee.

OWNER / OCCUPIER OR INVESTOR – *must be completed for stamp duty purposes*

The Purchaser advises that it is:

- an Owner / Occupier
- Investor

CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

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

Title

1. ENCUMBRANCES

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

2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

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

4. SERVICES

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

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives—
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
 - (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if—

- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor—
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDER WARRANTY INSURANCE

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

9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act* 1958.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.

- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

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

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
 - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
 - (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

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

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
 - (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

14. LOAN

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

15. ADJUSTMENTS

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

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

Transactional

16. TIME

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

17. SERVICE

- 17.1 Any document sent by—
 - (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
 - (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

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

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

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

- 27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 27.2 The default notice must:
 - (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. DEFAULT NOT REMEDIED

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

SPECIAL CONDITIONS

1. DEFINITIONS & INTERPRETATION

1.1 **Definitions**

In this Contract, unless the contrary intention appears or the context otherwise required:-

- 1.1.1 **ATO** means the Australian Taxation Office.
- 1.1.2 **Authority** means any government or other governmental, semi-governmental, local government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, Minister, statutory body or entity.
- 1.1.3 **Balance** means the balance payable at Settlement as set out in the Particulars of Sale.
- 1.1.4 **Bank** means a bank as defined as an authorised deposit taking institution within the meaning of the *Banking Act 1959* (Cth).
- 1.1.5 **Builder** means any registered builder appointed by the Vendor to carry out the works who is registered as a builder under the *Building Act 1993* (Vic).
- 1.1.6 **Building Legislation** means the *Building Act 1993* (Vic), the Building Code of Australia or the requirements of any Authority in relation to any improvements erected on the Land or any alterations or additions to the improvements.
- 1.1.7 **Building Works** means all the design, building and construction works to be carried out for the construction of a building comprising of 9 dwellings and otherwise in accordance with special condition 16 hereof noting that the Vendor may vary the Building Works in accordance with the terms of the Contract and/or any variations to the Permit.
- 1.1.8 **Business Day** means any day on which trading banks (that expression is defined in section 5(1) of the *Banking Act 1959* (Cth)) are open in Melbourne for transaction of banking business.
- 1.1.9 **Clearance Certificate** means a commissioner clearance certificate issued by the ATO pursuant to section 14-220 of Schedule 1 of the Tax Act.
- 1.1.10 **Completion** means completion of this Contract.
- 1.1.11 **Contaminant** means a solid, liquid, gas, odour, heat, sound, vibration, radiation or substance (including asbestos) which makes or may make the Land or the surrounding Environment:
 - noxious or poisonous
 - harmful or potentially harmful to the health, welfare or safety of human beings;
 - poisonous, harmful or potentially harmful to animals, birds, wildlife, fish or other aquatic life;
 - poisonous, harmful or potentially harmful to plants or vegetation;
 - noxious, poisonous or offensive to these senses of human beings;

- otherwise environmentally degraded; or
- not comply with any Environmental Law.

1.1.12 **Contract** includes all parts of and schedules, annexures and exhibits to this Contract of Sale.

1.1.13 **Day of Sale** is the day by which both parties have signed this Contract.

1.1.14 **Deed of Novation** means a deed effecting a novation of this Contract substantially in the form attached to Annexure D and otherwise as altered, prepared and completed in the absolute discretion of the Vendor and by the Vendor's Legal Practitioner naming a purchaser of the Development as the New Vendor.

1.1.15 **Deposit** means the amount described as the deposit in the Particulars of Sale.

1.1.16 **Development** means the development and subdivision of the Site.

1.1.17 **Development Plans** means the plans in Annexure B.

1.1.18 **DBCT Act** means the *Domestic Building Contracts Act 1995 (Vic) (as amended)*.

1.1.19 **Domestic Building Contract** means a major domestic building contract complying with the requirements of the DBCT Act.

1.1.20 **Environment** includes all aspects of the surroundings of human beings including:-

- the physical characteristics of those surroundings, such as the land, the waters and the atmosphere;
- the biological characteristics of those surroundings, such as the animals, plants and other forms of life; and
- the aesthetic characteristics of those surroundings, such as their appearance, sounds, smells, tastes and textures.

1.1.21 **Environmental Law** means a law (whether past, present or future) of any government agency (including statutes, orders, awards and decrees) regulating or otherwise relating to the Environment including, but not limited to, any law relating to land use, planning, heritage, coastal protection, water catchments, solid waste, use of dangerous goods and hazardous substances, hazardous waste, waste water discharges, water quality, drinking water, groundwater, air emissions, air quality, hazardous substances (including, but not limited to, the lease, storage, discharge, disposal, arranging for disposal or reporting hazardous substances) contaminated land, building regulations, public and occupational health and safety, noxious trades or any other aspect of protection of the Environment or persons or Land.

1.1.22 **FIRB** means the Foreign Investment Review Board responsible for administering the Commonwealth of Australia's foreign investment policy under the provisions of the FIRB Act.

1.1.23 **FIRB Act** means the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* and any amendment to the FIRB Act.

- 1.1.24 **Fittings & Finishes Schedule** means the fittings & finishes schedule in Annexure A.
- 1.1.25 **Foreign Person** means a foreign person as defined in section 5 or section 21A of the FIRB Act or a person to whom 26A of the FIRB Act applies.
- 1.1.26 **Land** means the Land described in the Particulars of Sale as the Land sold.
- 1.1.27 **New Vendor** means the purchaser of the Development named in the Deed of Novation.
- 1.1.28 **Occupancy Permit** means the occupancy permit issued by the building surveyor or an authorised entity either in respect of the Development or in respect to the Land.
- 1.1.29 **Owners Corporation** means the Owners Corporation, (or if there is more than one owners corporation, is a reference to all of the owners corporations) which will come into existence on the Registration of the Plan.
- 1.1.30 **Permit** means planning permit application number PLN14/0554 and SP17/0001 as amended and extended from time to time.
- 1.1.31 **Plan or Plan of Subdivision** means proposed Plan of Subdivision No. PS 806041T, a copy of which is attached to the Vendor Statement and includes any amendment or alteration of that Plan from time to time and, on Registration, means that Plan in the form in which it is registered.
- 1.1.32 **PPN** means the approved foreign resident capital gains withholding purchaser payment notification form issued by the ATO pursuant to section 16-140 of Schedule 1 of the Tax Act.
- 1.1.33 **Price or Purchase Price** means the amount set out under the heading payment and next to the word Price in the Particulars of Sale.
- 1.1.34 **Property** means the property sold pursuant to this Contract. The terms Land and property are used intermittently throughout this Contract, however they all mean the Land.
- 1.1.35 **Purchaser** means the person so described in the Particulars of Sale and includes the personal representatives, successors and permitted assigns of the Purchaser.
- 1.1.36 **Purchaser's Legal Practitioner or Conveyancer** means the person so described in the Particulars of Sale.
- 1.1.37 **Registration** means the issue of a notice by Land Registry stating that the Plan of Subdivision has been registered and the designation of separate title particulars for each lot on the Plan of Subdivision and **Registered** shall be read accordingly.
- 1.1.38 **Settlement or Settlement Date** means the date specified in the Particulars of Sale under the heading Settlement.
- 1.1.39 **Site** means the whole of the land in the Plan and contained in Register Search Statement - Volume 6465 Folio 877 and Volume 10842 Folio 540 situated at 69-89 Type Street, Richmond.
- 1.1.40 **Surveyor** means the surveyor appointed by the Vendor to prepare the plan.
- 1.1.41 **Tax Act** means the *Taxation Administration Act 1953 (Cth)*.

- 1.1.42 **Vendor** means the person so described in the Particulars of Sale and includes the personal representatives, successors and permitted assigns of the Vendor.
- 1.1.43 **Vendors Estate Agent** means the person so described in the Particulars of Sale.
- 1.1.44 **Vendor's Legal Practitioner** means the person so described in the Particulars of Sale.
- 1.1.45 **Vendor Statement** means the statement made by the Vendor under section 32 of the *Sale of Land Act 1962* (Vic) in accordance with Division 2 of Part II of that Act, a copy of which is attached.
- 1.1.46 **Withholding Amount** means the amount payable by the Purchaser pursuant to section 14-200 of Schedule 1 of the Tax Act.

1.2 **Interpretation**

Wherever appearing in this Contract:-

- 1.2.1 words importing persons shall include corporations;
- 1.2.2 words importing the singular include plural and vice versa;
- 1.2.3 words importing the masculine gender shall include all genders as the case may require;
- 1.2.4 references to statutes shall include any statutes amending consolidating or replacing the same;
- 1.2.5 any headings are for ease of reference only and shall not affect the construction of this Contract;
- 1.2.6 references to a party include that party's legal personal representatives and successors.
- 1.2.7 references to section 32 statement and Vendor Statement are used intermittently throughout this Contract and both mean and refer to a statement required to be given by a Vendor under section 32 of the *Sale of Land Act 1962* (Vic) in accordance with Division 2 of Part II of that Act.

2. **ELECTRONIC CONVEYANCING**

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the Purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 2 ceases to apply from when such a notice is given.
- 2.3 Each party must:

- 2.3.1 be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - 2.3.2 ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
 - 2.3.3 conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 2.4 The Vendor must open the Electronic Workspace (“workspace”) as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The Vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
- 2.6.1 the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - 2.6.2 if there is no exchange of funds or value, the documents necessary to enable the Purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
- 2.7.1 electronically on the next business day, or
 - 2.7.2 at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 The Vendor must before settlement:
- 2.9.1 deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
 - 2.9.2 direct the estate agent to give the keys to the Purchaser or the Purchaser’s nominee on notification of settlement by the Vendor, the Vendor’s subscriber or the Electronic Network Operator;
 - 2.9.3 deliver all other physical documents and items (other than the goods sold by the contract) to which the Purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the Vendor’s subscriber or, if there is no Vendor’s subscriber, confirm in writing to the Purchaser that the Vendor holds those documents, items and keys at the Vendor’s address set out in the contract, and

- 2.9.4 direct the Vendor's subscriber to give (or, if there is no Vendor's subscriber, give) all those documents and items, and any such keys, to the Purchaser or the Purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The Vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the Vendor in accordance with general condition 6.

3. AMENDMENTS TO GENERAL CONDITIONS OF THE CONTRACT OF SALE

The parties agree as follows:

- 3.1 General conditions 2.4, 5, 24.2, 24.3, 24.4, 24.5, 24.6, 28.3(b) & 28.3(c) are deleted.
- 3.2 General condition 2.5 is amended by deleting the words "and 2.4".
- 3.3 General condition 22 is amended by inserting after the words "at any reasonable time", the words "at any reasonable time (or as directed by the Vendor)".
- 3.4 General condition 26 is amended by deleting the reference to "2%" and inserting "4%".
- 3.5 General condition 28.4(c) shall be amended by deleting the words "one year" and inserting the words "three years".

4. ACKNOWLEDGMENTS

- 4.1 The Purchaser acknowledges that prior to signing this Contract or any agreement or document in respect of the sale hereby made which is legally binding upon or intended legally to bind the Purchaser, the Purchaser has been given by the Vendor a Vendor Statement in writing executed by the Vendor.
- 4.2 The parties hereto acknowledge and agree that no information representation or warranty prior to the execution of this Contract has been or will be relied upon and that any prior agreement (either oral or in writing) is hereby rescinded and that this Contract is the sole and full repository of the agreement between the Vendor and the Purchaser. Any subsequent agreement to the variation of the terms of this Contract may be made in writing with the consent of the Vendor and Purchaser only.

5. CONDITIONS PRECEDENT / ACKNOWLEDGMENT

- 5.1 The Vendor discloses that
 - 5.1.1 there is a Contract of Sale dated 8 March 2018 between the current Registered Proprietors as noted in Register Search Statement - Volume 6465 Folio 877 and Volume 10842 Folio 540 as the vendor and the Vendor as the purchaser for the purchase of 69-89 Type Street, Richmond ("the Head Contract");
 - 5.1.2 it is the Caveator pursuant to Caveat No. AQ845511A as noted in Register Search Statement - Volume 6465 Folio 877 and Volume 10842 Folio 540; and
 - 5.1.3 This Contract is subject to and conditional upon settlement of the Head Contract occurring.

- 5.2 If the Vendor serves written notice on the Purchaser within 6 months from the Day of Sale terminating the Contract on the basis that the Head Contract has not settled, the Deposit will be refunded to the Purchaser (less any costs, duties and expenses incurred in connection therewith). If this Contract is terminated by the Vendor under this special condition 5, the Purchaser will not be entitled to claim any compensation or damages against the Vendor as a result of the termination.
- 5.3 If the Vendor does not serve notice on the Purchaser terminating this Contract within 6 months from the Day of Sale, then it is deemed that the Head Contract has settled and Special Condition 5.1.3 has been satisfied.

6. APPORTIONMENT OF PURCHASE PRICE AND FRACTIONAL INTERESTS

The Purchaser acknowledges and agrees that:-

- 6.1 neither the Vendor nor anyone on its behalf shall be deemed to have made any warranty to the Purchaser as to the amount of stamp duty which shall be assessed and payable by the Purchaser in connection with this sale and transfer of the Land.
- 6.2 the Purchaser has made his own enquiries and investigations with regard to stamp duty and is liable for all stamp duty assessed in relation to the transfer whether assessed at the present value of the Land or otherwise;
- 6.3 the Purchaser is not entitled to make any requisition, objection or claim in respect of or in any way connected with the stamp duty payable on the transfer and is not entitled to delay or postpone Settlement or retain any part of the Balance of the Price as a result of any legislative amendment or any ruling or determination made by the state revenue office after the Day of Sale affecting the stamp duty payable on the transfer.
- 6.4 If there is more than one Purchaser, it is the Purchaser's responsibility to ensure that the Contract correctly records at the date of sale the proportions in which they are buying the Land ("the proportions").
- 6.5 If the proportions recorded in the transfer differ from those recorded in the Contract, it is the Purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.
- 6.6 The Purchasers fully indemnifies (both jointly and severally) the Vendor, the Vendor's Estate Agent and the Vendor's Legal Practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the Contract.
- 6.7 This special condition will not merge on completion.

7. PURCHASER'S INSPECTION / WARRANTIES / ACKNOWLEDGMENTS

- 7.1 The Purchaser acknowledges that he has inspected the Land hereby sold. The Purchaser warrants to the Vendor that, because of the Purchaser's own inspection and enquires, the Purchaser:
 - 7.1.1 accepts the Land as it is and subject to all defects (latent or patent) and all dilapidation and infestation; and
 - 7.1.2 is satisfied about the purposes for which the Land may be used and about all restrictions and prohibitions on its development.

7.2 The Purchaser acknowledges that:-

- 7.2.1 except for any disclosure by the Vendor or the Vendor's Estate Agent to the Purchaser in accordance with the provisions of the *Sale of Land Act 1962* (Vic) (as amended), no information, representation or warranty by the Vendor or the Vendor's Estate Agent (apart from those statements contained in the Vendor Statement, a copy of which is annexed to this Contract) was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser, and the Purchaser enters into this Contract solely on the basis of its own enquiries and investigations relating to the Land;
- 7.2.2 no information, representation or warranty has been so relied upon;
- 7.2.3 there is no other contract, agreement or collateral warranty existing at the time of execution of this Contract which relates to the Land or the purchase of the Land by the Purchaser;
- 7.2.4 this Contract and the original Vendor Statement are the sole and full repository of the agreement between the Vendor, the Vendor's Estate Agent and the Purchaser;
- 7.2.5 it has not relied upon any information contained in any information memorandum, marketing material, brochure or advertisement prepared by or on behalf of the Vendor in relation to the sale of the Land;
- 7.2.6 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, façade design and colouring, finishes, materials, depictions of landscaping and laneways and other representations of images used in marketing materials;
- 7.2.7 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 thereof;
- 7.2.8 the information contained in any promotional material is for illustration purposes only and is subject to change. Statements, figures, calculations, plans, images and representations are indicative only;
- 7.2.9 it is empowered to enter this Contract and can do so without consent from any other person or has already obtained that consent;
- 7.2.10 it is not prohibited by or under any law including without limitation the FIRB Act from entering into or completing this Contract;
- 7.2.11 the Vendor does not and has not made any warranty as to the availability of any building allowances or depreciation under the *Income Tax Assessment Act 1997* (Cth) (as amended);
- 7.2.12 Settlement of this Contract is not conditional or dependent upon the Purchaser obtaining any consent or approval lawfully necessary in order to enable the Land or any part of it to be used or occupied by the Purchaser or any other person for any purpose whatsoever, and is not conditional upon any matter referred to in this special condition; and

7.2.13 it will not make any requisition or objection or claim any compensation in respect of any non-compliance with any Building Legislation and must not call upon the Vendor to bear all or any part of the cost of complying with any Building Legislation.

7.3 The Vendor gives no warranty:

7.3.1 that the improvements erected on the Land or any alterations or additions to the improvements comply with any Building Legislation;

7.3.2 as to the use to which the Land may be put;

7.3.3 that the use to which the Vendor has previously put the Land is permissible or permissible only with the consent of any authority under or pursuant to any statute, ordinance, regulation, by-law, town planning scheme or interim development order or other enactment or order of the Court and the Purchaser must obtain any use consent at the Purchaser's own expense; and

7.3.4 in respect to the ceiling height of the Land or any lot in the Development.

7.4 The Purchaser acknowledges that it may have been given photographs or other images as part of the marketing materials. Such materials may include potential views that may be available from the completed Development. The Purchaser acknowledges that:

7.4.1 any photographs or images depicting potential views were reasonably anticipated as at the date that the photographs were created which is before the Day of Sale;

7.4.2 the Vendor has no control over any developments surrounding or near the Development and the development of nearby properties may affect the actual views available; and

7.4.3 the Plan or the Development Plans may be amended in accordance with the terms of this Contract.

7.5 The Purchaser acknowledges that the Vendor has the right to:

7.5.1 grant a mortgage or charge over the Development and/or the Land which may be affected by the Development;

7.5.2 sell the Development and novate its rights pursuant to this Contract;

7.5.3 deal with its rights, privileges, benefits or obligations under this Contract whether by way of security or absolute assignment.

7.6 The Purchaser acknowledges and accepts that the areas (if any) represented to the Purchaser in writing, orally or in electronic form, either by the Vendor, the Agent or any marketing material provided to the Purchaser as being the indicative areas comprising the apartment and any external areas such as terraces (if applicable) are calculated based on the guidelines for measuring residential property (with decimal points rounded to the nearest whole number unless it is a midpoint decimal, such as 0.50) prepared by the Property Council of Australia's Method of Measurements for Residential Property (version 2008) ("PCA Method of Measurement), a copy of which is obtainable from the Property Council of Australia, Victoria Division, Level 7, 136 Elizabeth Street, Melbourne, Victoria. The Purchaser further acknowledges that such indicative areas are estimates only and are not binding and that the Purchaser has made their own enquiries and satisfied themselves in this regard.

- 7.7 The Purchaser shall make no objection, claim compensation or delay payment of the Balance because of anything in connection with:-
- 7.7.1 any of the matters referred to in this special condition 7;
 - 7.7.2 any Contaminant on the Land or Development;
 - 7.7.3 any loss, damage, dilapidation, infestation, defect (latent or patent) or mechanical breakdown which may affect the Land;
 - 7.7.4 the roof or surface water drainage from the Land being connected to a sewerage service;
 - 7.7.5 there being or not being an easement or other right in respect of a service for the Land being a joint service or passing through another Land, or any service for another Land passing through the Land ("service" includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 7.7.6 the condition or existence or non-existence of services;
 - 7.7.7 the postal address that the council determines for the Land and/or Development.

8. PLANNING RESTRICTIONS

- 8.1 The Purchaser accepts the Land subject to:-
- 8.1.1 All existing and proposed restrictions affecting the use, development or enjoyment of the Land under any act, environment planning instrument or deemed environmental planning instrument or resolution of an responsible authority made or which may later be made under the *Local Government Act 1989* (Vic), the *Planning and Environment Act 1987* (Vic), the *Environment Protection Act 1970* (Vic), the conditions of any planning permit or other act, planning approval or instrument applicable to the Land.
 - 8.1.2 The lot entitlement and the lot liability set out on the Plan.
 - 8.1.3 The rules contained in the *Owners Corporation Regulations 2007* (Vic) as may have been amended from time to time.
 - 8.1.4 All easements (registered or otherwise) and any other encumbrances affecting the whole or part of the Land described in Register Search Statement - Volume 6465 Folio 877 and Volume 10842 Folio 540.
 - 8.1.5 All easements expressed or implied affecting the Land sold by virtue of the *Sale of Land Act 1962* (Vic) or the Plan.
 - 8.1.6 The Plan or the covenants or other similar restrictions affecting the whole or any part of the land described in the Plan or otherwise affecting the Land sold on the Settlement date.
- 8.2 The Purchaser shall take title subject to all such restrictions and conditions described in paragraph 8.1.1 hereof and shall not make any requisition or objection or claim on that ground any compensation with respect thereto or in respect of any proposed amendment to any planning control now or later applicable to the Land.

- 8.3 The restrictions and conditions described in paragraph 8.1.1 hereof do not constitute a defect in the Vendor's title to the Land.
- 8.4 The Purchaser acknowledges having been made specifically aware of the terms of the Permit which are attached to the Vendor Statement.
- 8.5 Section 10(1) of the *Sale of Land Act 1962* (Vic) does not apply in respect of the final location of any easements shown on the Plan and subject to the provisions of the *Sale of Land Act 1962* (Vic) the Vendor may vary the final location of any easement shown on the Plan.
- 8.6 The Vendor may at its discretion further vary the terms of the Permit and the Development Plans. If such variation involves an amendment to the Plan, the Vendor will serve notice of any amendment to the Plan pursuant to section 9AC of the *Sale of Land Act 1962* (Vic).

9. **ZONING**

The Land is sold subject to any restriction as to user under any order, plan, scheme, regulation or by-law contained in or made pursuant to the provisions of any legislation. No such restriction shall constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or objection nor be entitled to any compensation from the Vendor in respect thereof.

10. **LAND & GOODS**

Title to the Land and the Goods shall not pass to the Purchaser until payment in full of the Price is made by the Purchaser to the Vendor.

11. **DEPOSIT**

In the event that the Plan referred to herein has not been registered by Land Registry:-

- 11.1 The deposit moneys payable pursuant to this Contract of Sale shall not exceed ten per cent (10%) of the Price and if the particulars of sale provide otherwise, then same shall be modified in accordance with this clause;
- 11.2 The parties authorise the Vendor's Legal Practitioner to invest the Deposit or part of it with a Bank subject at all times in compliance with section 9AA of the *Sale of Land Act 1962* (Vic). The parties agree not to make any claim against the Vendor's Legal Practitioner in relation to the investment of the Deposit or part of it under this special condition.
- 11.3 The parties agree as follows:-
 - 11.3.1 In this special condition "interest" means interest payable on the Deposit or that part of it invested under the special condition less all appropriate Bank charges, legal costs incurred in the administration of the account and duties or taxes payable in relation to the investment, the interest, and their withdrawal.
 - 11.3.2 The Vendor is entitled to any interest which accrues on the Deposit unless the Purchaser is entitled to a refund of the Deposit, in which case, the Purchaser is entitled subject to special condition 11.3.3, to the interest.
 - 11.3.3 The Purchaser must within 14 days from the Day of Sale provide the Vendor's Legal Practitioner such details of the Purchaser including but not limited to the Purchaser's tax file number, Australian Business Number, Australian Company Number and particulars of directors as may be required to satisfy the obligations herein;

- 11.3.4 If the Purchaser becomes entitled to a refund of the Deposit and the Purchaser has not provided its tax file number, the Vendor will pay to the Purchaser an amount equal to that interest less an amount equal to the Vendor's estimate of its liability for income tax on that interest.
- 11.4 A party must not make any claim against the Vendor's Legal Practitioner for taxes deducted from any interest referred to in this special condition because of failure of a party to give its tax file number to the Bank with which the Deposit is invested.
- 11.5 Upon the Registration of the Plan or if same shall have been Registered prior to this Contract of Sale being signed, the deposit payable pursuant to this Contract of Sale shall be dealt with in accordance with sections 25, 26 and 27 of the *Sale of Land Act 1962* (Vic).

12. BANK GUARANTEE

The Vendor may at its sole discretion accept the provision of a bank guarantee for the full amount of the Deposit or for that part of the Deposit which was not paid upon the signing hereof issued by a Bank as defined by the *Commonwealth Banks Act 1959* (Cth) or any Act amending or replacing that Act as being payment in full of the Deposit or the relevant part thereof subject to:-

- 12.1 The bank guarantee is from a bank or institution acceptable to the Vendor;
- 12.2 The bank guarantee is in favour of the Vendor's Legal Practitioner;
- 12.3 The bank guarantee is provided to the Vendor's Legal Practitioner no later than the date the Deposit is due;
- 12.4 The bank guarantee being valid and enforceable for at least 48 months;
- 12.5 At any time should the Purchaser breach any of the terms and conditions of this Contract, the Purchaser acknowledges that the Vendor may instruct the Vendor's Legal Practitioner to call upon the bank guarantee and monies paid by the Purchaser's bank shall be held on trust for the party properly entitled to it and, until the Plan is registered, subject to section 9AA of the *Sale of Land Act 1962* (Vic);
- 12.6 The Vendor or Vendors Legal Practitioner shall not be deemed to have accepted a bank guarantee merely by reason of its receipt by the Vendor, the Vendor's Legal Practitioner or the Vendor's Estate Agent;
- 12.7 The Vendor's Legal Practitioner will hold the bank guarantee on trust for the Purchaser in accordance with section 9AA of the *Sale of Land Act 1962* (Vic) until the earlier of the registration of the Plan or the Purchaser defaults under the Contract and the Vendor is entitled to the proceeds under the bank guarantee; and
- 12.8 If the Purchaser directs the Vendor's Legal Practitioner to draw down on the bank guarantee prior to settlement, the Vendor's Legal Practitioner may in its sole discretion (without being obliged to do so) agree to draw down on the bank guarantee and such funds shall be held on trust for the party properly entitled to it and, until the Plan is registered, subject to section 9AA of the *Sale of Land Act 1962* (Vic). If the bank guarantee is so drawn down, the Purchaser shall be required to pay the Vendor's legal costs fixed at \$550.00 inclusive of GST.

13. SUBDIVISION PROVISIONS

- 13.1 The Vendor shall lodge the proposed Plan with the relevant Council and upon the same being certified by the said Council and released to the Vendor or its Surveyors by the said Council, shall forthwith cause same to be lodged at Land Registry for Registration.
- 13.2 The Vendor may, in its absolute discretion determine to appoint an alternate Surveyor or alternate Surveyors.
- 13.3 The Vendor reserves the rights to make any alterations in and to the said Plan to secure its Registration by Land Registry. Subject to the provisions of the *Subdivision Act 1988* (Vic) and section 9AC of the *Sale of Land Act 1962* (Vic), no objection or requisition shall be made by the Purchaser on the grounds that the measurements on the said Plan as finally accepted by Land Registry do not accord with the said Plan as annexed to the Vendor's Statement annexed hereto.
- 13.4 The period for Registration of the Plan for the purposes of section 9AE(2) of the *Sale of Land Act 1962* (Vic) is 48 months from the Day of Sale. In the event of the said Plan not being Registered by Land Registry within 48 months from the Day of Sale ("the Completion Date"), the Vendor or the Purchaser may at any time after the Completion Date but before Registration of the Plan, avoid the Contract and thereupon all monies paid hereunder shall be refunded in full to the Purchaser.
- 13.5 If at any time within 48 months from the Day of Sale:-
 - 13.5.1 The Vendor is refused (or forms the view that it is likely to be refused) any permit required to enable the subdivision in accordance with the Plan of Subdivision to proceed or to enable the Development to proceed in accordance with the Plans and Specifications or required to enable construction of the Building Works; or
 - 13.5.2 Any such permit contain conditions which the Vendor in its sole discretion deems unsatisfactory or unacceptable; or
 - 13.5.3 The Council fails for any reason to certify the Plan of Subdivision; or
 - 13.5.4 Any requirement imposed on the Registration of the Plan of Subdivision is in the opinion of the Vendor too onerous to perform; or
 - 13.5.5 the Plan of Subdivision is not Registered for any reason;
- then the Vendor may by notice in writing delivered to the Purchaser rescind this Contract whereupon the Deposit together with any interest accrued (less costs, duties and expenses incurred in connection therewith) will be refunded to the Purchaser.
- 13.6 In addition to the rights set out above, the Vendor may at any time prior to commencement of the construction works, terminate this Contract by notice in writing to the Purchaser whereupon the deposit together with any interest accrued (less costs, duties and expenses incurred in connection therewith) will be refunded to the Purchaser. If the Vendor exercises such rights, it shall not be required to compensate the Purchaser in any way whatsoever. For the purpose of this special condition, construction works means, excavation works on the Site.

- 13.7 Subject to section 9AC of the *Sale of Land Act 1962* (Vic), the Purchaser shall not be entitled to make any requisition, objection or claim compensation or to rescind or determine this Contract on the grounds that the Vendor exercises its rights pursuant to its rights under special condition 13 or because the said Plan as Registered does not accord with the said Plan as disclosed in the Vendor Statement in respect of the following:-
- 13.7.1 any variations between the lots sold by this Contract and the corresponding lots as shall be shown on the said Plan when Registered;
 - 13.7.2 any variations between the number, size or location of lots as presently appearing on the said Plan and as shall appear on the said Plan when Registered;
 - 13.7.3 any variations made to structural column size presently appearing on the said Plan and as shall appear on the Plan when registered
 - 13.7.4 any alteration made prior to Registration of the said Plan to the schedule of lot entitlement and the schedule of lot liability or to either of them as presently shown on the said Plan in respect of any lot;
 - 13.7.5 any alleged misdescription of the Land or deficiency in its area of measurements.
- 13.8 For the purposes of special condition 13.7, the Purchaser agrees that any alteration to the Plan which results in a change to the area of the Property of less than 5% as determined by the PCA Method of Measurement is a minor variation or discrepancy and does not materially or detrimentally affect the Purchaser.
- 13.9 The Land is sold and the Purchaser shall take title to it subject to the provisions of the *Subdivision Act 1988* (Vic) and subject to and on the basis of:
- 13.9.1 the lot entitlement and the lot liability set out in the said Plan in respect of the lot or lots contracted to be sold ("Lot");
 - 13.9.2 the respective lot entitlement and lot liabilities of all other lots in the said Plan with respect to each other and with respect to the Lot;
 - 13.9.3 all easements and other encumbrances or restrictions whether express or implied which affect the Lot or the common Land by virtue of the *Subdivision Act 1988* (Vic); and
 - 13.9.4 the rules and regulations applicable under the *Subdivision Act 1988* (Vic) (together with variations).
- 13.10 Subject to section 9AC of the *Sale of Land Act 1962* (Vic), the Purchaser acknowledges that the Vendor may before or after Settlement amalgamate or merge any lots on the Plan, create or reduce the number of lots on the Plan and/or reduce or increase the size of any common area on the Plan. The Purchaser shall not be entitled to make any requisition, objection or claim compensation or to rescind or determine this Contract as a result of the matters contained in this special condition.

14. OWNERS CORPORATION

- 14.1 The Purchaser acknowledges and understands that:-
- 14.1.1 The Owners Corporation will commence activities upon Registration of the Plan of Subdivision.

- 14.1.2 The Purchaser will become a member of the Owners Corporation upon Settlement.
- 14.1.3 The Purchaser will be required to pay levies to the Owners Corporation. The Purchaser acknowledges that the estimated contributions for fees/levies contained in the Schedule attached to the Vendors Statement are an estimate only and the Purchaser cannot delay settlement or seek compensation as a result of any change.
- 14.1.4 The Purchaser buys subject to the Owners Corporation standard rules contained in the *Owners Corporation Regulations 2007* (Vic) and the owners corporation rules set out in Annexure C, which may alter prior to Settlement but only to the extent necessary to facilitate and enhance the quality of the development, as determined by the Vendor.
- 14.1.5 The Vendor will appoint a managing agent for the Owners Corporation.
- 14.1.6 The Vendor will arrange for the Owners Corporation to take out the required insurance on Registration of the Plan.
- 14.1.7 The Vendor intends to adopt the owners corporation rules set out in Annexure C and reserves its rights to amend such rules or make new owners corporation rules prior to Settlement;
- 14.1.8 The Purchaser grants to the Vendor a proxy to vote on its behalf in relation to the Owners Corporation for a period of twelve (12) months from the Settlement Date with such proxy in the form as set out in Annexure D to be handed over to the Vendor's Legal Practitioner on or before the Settlement Date, noting that if a Purchaser fails to hand over the proxy on or before the Settlement Date, it will be considered a breach of this Contract.
- 14.1.9 The Vendor may at its discretion conduct any marketing activities whatsoever in the Development including but not limited to placing signs in and about the Development;
- 14.1.10 The Vendor may vote in favour of resolutions of the Owners Corporation after the Plan has registered but prior to Settlement to:
 - (a) Grant rights and give consent, direction and permission for the management and administration of the Owners Corporation and the common property;
 - (b) Grant rights including by way of a licence, lease or easement over the common property; and
 - (c) Further subdivide or dispose of the common property or any lots under section 32 or any other provision of the *Subdivision Act 1988* (Vic). The Vendor acknowledges and agrees that if any amendment to the Plan is required as a result of this special condition 14.1.10(c), the Vendor will serve notice of the amendment of the Plan on the Purchaser pursuant to section 9AC of the *Sale of Land Act 1962* (Vic).
 - (d) Introduce a special levy for the purpose of purchasing furniture and/or equipment that may be required to be installed in the Common Property to facilitate and enhance the quality of the Development as may be determined by the Vendor in its sole discretion. If a special levy is introduced, the Purchaser will be required to pay such levy when it falls due.

- 14.1.11 The Vendor may (but is not obliged to) cause the Owners Corporation to enter into agreements with third parties (to the extent that it is able and subject to compliance with all laws) for the right to provide the Development with services, utilities and amenities.
- 14.2 The Purchaser may not make any requisition or objection, claim compensation or refuse or delay Settlement for any matter affecting the Land under the *Subdivision Act 1988* (Vic) or as a result of the provisions set out in special condition 14 hereof.
- 14.3 The Vendor may in its sole discretion for the benefit of the development procure additional owners corporation rules (in addition to those set out in Annexure C) to be adopted at the first meeting of the Owners Corporation. A copy of any additional owners corporation rules will be provided to the Purchaser prior to Settlement. The Purchaser shall not be entitled to make any claim against the Vendor in relation to the additional owners corporation rules and the Purchaser shall not be entitled to delay Settlement if the additional rules are not provided to the Purchaser prior to Settlement.
- 14.4 The Purchaser acknowledges and agrees that while the Vendor remains the owner or occupier of any part or parts of the Development:-
- 14.4.1 the Purchaser will not exercise any of the Purchaser's rights or powers as a member of the Owners Corporation or any committee of the Owners Corporation in such a way as would:-
- (a) hinder the completion of the construction of any building forming part of the Development; or
 - (b) hinder the Vendor's marketing activities relating to the sale of any lots in the Development owned by the Vendor; or
 - (c) delay, impede or prevent the passage of any special resolution for any proposal for the Owners Corporation to adopt any owners corporation rules; or
 - (d) delay, impede or prevent the Owners Corporation entering into any agreement affecting the common land of the Owners Corporation if reasonably required by the Vendor; or
 - (e) be contrary to the reasonable directions of the Vendor from time to time; and
- 14.4.2 the Purchaser will exercise its rights as a member of the Owners Corporation as directed by the Vendor (acting reasonably) from time to time; and
- 14.4.3 any owners corporation rules that may apply or subsequently be adopted will not apply to or be enforceable against the Vendor (or its agents, employees and contractors) where to do so would hinder or prevent the Vendor from carrying out any:-
- (a) repair works relating to the Development which the Vendor is obliged to carry out hereunder;
 - (b) works the Vendor requires to perform relating to the Development; and/or
 - (c) marketing activities relating to the sale of any lots in the Development

- 14.4.4 the Purchaser hereby grants the Vendor (and its agents, employees and contractors) the right to access the buildings comprising the Development (including the Land purchased by the Purchaser if necessary) and the common property of the Owners Corporation for the purposes of carrying out any:-
- (a) repair works relating to the Development which the Vendor is obliged to carry out hereunder;
 - (b) works the Vendor requires to perform relating to the Development; and/or
 - (c) marketing activities relating to the sale of any lots in the Development owned by the Vendor
- 14.5 The Purchaser acknowledges and consents that the Vendor or a related party may receive a fee from a party who contracts with the Owners Corporation for the introduction of such party to the Development and the entering into by the Owners Corporation to an agreement for such party to provide services for the Development or for rights obtained in relation to the Development and Owners Corporation.
- 14.6 Without limiting any right of the Vendor:
- 14.6.1 The Purchaser acknowledges that damages of themselves will not be a sufficient remedy for breach by the Purchaser of this special condition 14.
 - 14.6.2 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 14.

15. CAVEAT RESTRICTIONS

- 15.1 The Purchaser shall not prior to Settlement lodge or allow any person claiming through him or acting on his behalf to lodge pursuant to section 89 of the *Transfer of Land Act 1958* (Vic) any caveat over or with respect to the Land hereby sold or the parent title described in the particulars of sale. The Purchaser further hereby acknowledges and understands that lodging a caveat in breach of this condition may delay and prevent the Registration of the Plan and/or delay Settlement.
- 15.2 The Vendor hereby notifies the Purchaser that a delay in the Registration of the Plan will cause extensive loss and damage to the Vendor including, without affecting the generality of the foregoing:-
- 15.2.1 Payment of interest pursuant to existing finance arrangements and/or further finance to be arranged in case of delay at a rate which may exceed the existing Banks' benchmark rate by five per centum;
 - 15.2.2 The loss of existing sales of other units in the Plan pursuant to the rights of other Purchasers to avoid Contracts in the event that the Plan is not Registered within the time specified in such Contracts;
- 15.3 The Purchaser acknowledges the above information and agrees that in the event that any delay in the Registration of the Plan occurs due to a breach of this condition then the Purchaser shall pay to the Vendor an amount of \$1,500.00 per day or part thereof on account of the estimated projected loss to the Vendor. In addition to being required to pay the above mentioned costs, the Purchaser irrevocably appoints the Vendor and each director, officer and manager of the Vendor as joint and several attorneys to execute a withdrawal of caveat in respect to any caveat which the Purchaser has lodged.

16. BUILDING WORKS

- 16.1 The Vendor will enter into a Major Domestic Building Contract with the Builder and shall cause the Builder to carry out and complete the Building Works under the Major Domestic Building Contract as defined in DBCT Act in accordance with the Development Plans attached to the Contract. The Builder is to be appointed by the Vendor at its sole discretion.
- 16.2 The Purchaser acknowledges that the Development Plans and Fittings & Finishes Schedule may be amended from time to time by the Vendor. The Purchaser must not make any requisition or objection, rescind or terminate this Contract or seek any compensation or delay Settlement as a result of the variation or alteration. Variations for the purpose of this condition include but are not limited to:
 - 16.2.1 substitution of the fixtures, fittings, finishes and appliances (if any) specified in the Fittings and Fittings Schedule;
 - 16.2.2 changes in the sizes or design of balconies or other similar structures;
 - 16.2.3 changes in the size, nature or location of the common property contained on the Plan and to the extent the Plan is amended, the Vendor will serve notice of the amendment of the Plan on the Purchaser pursuant to section 9AC of the *Sale of Land Act 1962* (Vic);
 - 16.2.4 any change as a result of site conditions encountered; or
 - 16.2.5 variations which the Vendor's architect or Builder considers necessary to comply with good building practice.
- 16.3 The Building Works shall be deemed to be completed when the Vendor notifies the Purchaser or the Purchaser's Legal Practitioner of the issue of the Occupancy Permit.
- 16.4 The Vendor or Builder may vary the Building Works and/or the Permit to comply with the requirements of Council or any Authorities and may make any variations which the Vendor or Builder consider reasonable provided the variation does not materially affect the Land. This includes, but is not limited to amending the Plan and Development Plans to combine or extend the size of any unsold units / lots on the Plan. To the extent the Plan is amended, the Vendor will serve notice of the amendment of the Plan on the Purchaser pursuant to section 9AC of the *Sale of Land Act 1962* (Vic).
- 16.5 The Vendor or Builder may without reference to the Purchaser make any change to the Fittings & Finishes Schedule, but any replacement item shall as near as possible, be of similar quality or standard.
- 16.6 The Purchaser acknowledges and agrees that he will not:
 - 16.6.1 object to the Builder or any other builder engaged by the Vendor from having access to the Development or the Land in order to complete the Development;
 - 16.6.2 object to, hinder, prevent, obstruct or do any act or thing that may prevent or interfere with the building works being carried out by the Builder or any builder engaged by the Vendor and any dust, noise or discomfort that may arise from the Building Works;

- 16.6.3 institute proceedings, claim any compensation for any matter arising in respect of the Building works being carried out or any disruption, noise or discomfort arising from these Building Works;
- 16.6.4 make any requisition, seek compensation or delay settlement as a result of any of the matters set out in special condition 16.1 to 16.5 hereof (inclusive); and
- 16.6.5 that this clause will not merge with Settlement and shall enure for the benefit of the Vendor.

17. DEFECTS LIABILITY PERIOD

- 17.1 The Vendor will use reasonable endeavours to attend or cause the Builder to attend to rectification of any defects in any part of the Building Works which are due to defective materials or faulty workmanship provided the Purchaser has notified the Vendor in writing of the defects within 6 months from the Settlement Date.
- 17.2 The obligations of the Vendor under this special condition will cease upon the expiration of the 6 month period, or the satisfactory rectification of the defects, whichever is the later.
- 17.3 The Purchaser shall not be entitled to delay or refuse Settlement on the grounds that there are minor defects or omissions in any part of the Building Works.
- 17.4 For the purposes of this special condition, the Purchaser must provide the Vendor and the Builder with access to the Land at all reasonable times for the purpose of rectifying the defects notified.

18. PRE SETTLEMENT INSPECTION

- 18.1 The Purchaser acknowledges and agrees that due to occupational health and safety reasons, only one inspection of the Land will be permitted prior to settlement and such inspection will be :-
 - 18.1.1 at a time and date nominated by the Vendor or a representative or agent of the Vendor; and
 - 18.1.2 in the presence of the Vendor or a representative or agent of the Vendor.
- 18.2 The Purchaser shall not be entitled to make any requisition or objection, claim compensation or refuse or delay Settlement for any matter affecting the pre settlement inspection process.

19. SELLING ACTIVITIES

The Purchaser acknowledges and agrees that:-

- 19.1 both before and after the Settlement Date, the Vendor and any person authorised by the Vendor are entitled to and may conduct marketing, leasing and selling activities in and on the Site in such a manner as the Vendor may in its sole discretion determine and may place and maintain, on and about the Site, signs in connection with those marketing leasing and selling activities; and
- 19.2 any display suite constructed by the Vendor on Site is for marketing purposes only and the Vendor makes no representation that the display suite is constructed in accordance with the Fittings and Finishes Schedule and Developments Plans attached to the Contract.

This clause shall not merge on Settlement and will enure for the benefit of the Vendor.

20. NATURAL SURFACE OF LAND

The Vendor notifies the Purchaser pursuant to the provisions of section 9AB of the *Sale of Land Act 1962* (Vic) of details affecting the natural surface level of the Land or any Land abutting the Land which is in the same subdivision as the property which to the Vendor's knowledge are as at the Day of Sale being carried out or proposed to be carried out on the Land. Details are as follows:-

- 20.1 excavations required for footings and the basement for the construction of the Building Works; and
- 20.2 as may be disclosed in any plans attached to this Contract or to the Vendor Statement; and
- 20.3 details of the excavation works may also be inspected by the Purchaser at the Vendor's offices at a mutually agreed time with the Vendor.

21. ENVIRONMENTAL MATTERS

- 21.1 The Vendor discloses and the Purchaser acknowledges that a Statement of Environmental Audit has issued in respect to the whole of the Site of which the Land forms part. The Statement of Environmental Audit is disclosed in the Vendor Statement attached to this Contract. The Purchaser shall not make any requisitions, claims, actions or seek compensation upon the Vendor in respect to the information contained in such Statement of Environmental Audit.
- 21.2 From the Settlement Date, the Purchaser:
 - 21.2.1 acknowledges that it assumes all risk of loss, damage, liability or injury to any person, corporation or Land resulting in any way from the use of the Land or existence or previous existence or the presence of any Contaminant which may be in or on the improvements or any fixtures, fittings or installation in, to or on the improvements or in, on or under the Land;
 - 21.2.2 releases and discharge the Vendor and its successors, assigns, employees and agents from and against all claims, suits, demands and actions of every description whatsoever and whenever occurring which the Purchaser has, may have, or which may accrue in the future or which, but for the execution of this Contract, the Purchaser would or might have had against the Vendor as a result of the presence of any Contaminant in, on or under that Land and from and against all claims for costs and expenses in respect of such claims, suits, demands and actions; and
 - 21.2.3 indemnifies and holds harmless the Vendor and its successors, assigns, employees and agents from and against all loss, damage, liability, claims, suits, demands, financial penalties and actions of every description whatsoever and whenever occurring resulting or arising from the presence of any Contaminant in, on or under the Land (including without limitation, any costs or expenses incurred in relation to any notice, direction or order issued or made under any Environmental Law) and from and against all claims for costs and expenses in respect of such loss, damage, liability, claims, suites, demands and action.

This special condition will not merge on Completion but shall enure for the benefit of the Vendor.

22. VENDOR ASSIGNING RIGHTS

- 22.1 The Purchaser acknowledges that the Vendor may assign its rights under this Contract to a third party on the proviso that the Vendor can only exercise its rights if the transferee agrees to assume the Vendor's obligations under this Contract from the date of the assignment.
- 22.2 The Purchaser must if requested by the Vendor promptly execute and deliver a Deed of Novation to the Vendor's Legal Practitioner and if security for the Deposit has been provided by way of a Bank Guarantee, to provide a replacement Bank Guarantee in favour of the New Vendor's Solicitor within 14 days of being requested in writing.
- 22.3 The Purchaser irrevocably appoints the Vendor and each director, officer and manager of the Vendor as joint and several attorneys to execute the Deed of Novation if the Purchaser fails to execute the Deed of Novation within fourteen (14) days of being requested by the Vendor to do so.
- 22.4 The Purchaser cannot make any claim, enquiry, requisition or demand in respect of any of the matters set out in this special condition and the Purchaser is not entitled to delay Settlement or rescind this Contract as a result of the Vendor assigning its rights under this Contract.

23. FOREIGN INVESTMENT LEGISLATION

The Purchaser (and nominee if a nominee is nominated):

- 23.1 warrants that it is not prohibited by the *Foreign Acquisitions and Takeovers Act 1975* (Cth), the *Foreign Acquisitions and Takeovers Regulations 1989* (Cth), the *Foreign Acquisitions and Takeovers (Notices) Regulations 1975* (Cth), or any other legislation (together, "Foreign Investments Legislation") or the Foreign Investments Review Board ("FIRB") from purchasing the Land;
- 23.2 warrants that it has obtained all necessary consents and authorisations required by the Foreign Investments Legislation and the FIRB to enter into this Contract (if applicable);
- 23.3 agrees to pay and be responsible for any fees, costs, payments, penalties or other expenses payable in accordance with the requirements of the Foreign Investments Legislation and the FIRB;
- 23.4 indemnifies and releases the Vendor and agrees to keep the Vendor indemnified and held harmless with respect to any breach of special condition 23.1, 23.2 and 23.3 or a breach of the Foreign Investments Legislation;
- 23.5 will within 7 days of the Day of Sale, provide to the Vendor's Legal Practitioner a copy of FIRB approval obtained for the purchase of Land, to satisfy the Vendor that the Purchaser has complied with this special condition 23.
- 23.6 will within 7 days of the nomination, provide to the Vendor's Legal Practitioner a copy of FIRB approval obtained for the purchase of Land, to satisfy the Vendor that the Purchaser has complied with this special condition 23.
- 23.7 if the Purchaser seeks to nominate a Foreign Person, he may only do so if the nomination provisions in this Contract are complied with and the nominee complies with this special condition.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

The parties agree as follows:

- 24.1 This special condition only applies if the Purchaser is required to pay the ATO the Withholding Amount pursuant to Subdivision 14-D of Schedule 1 of the Tax Act and on or before settlement, the Vendor has not provided the Purchaser with a Clearance Certificate.
- 24.2 The Purchaser acknowledges that it must:
 - 24.2.1 complete and lodge a PPN with the ATO prior to Settlement; and
 - 24.2.2 provide a copy of the lodged PPN to the Vendor on or before settlement.
- 24.3 If the Purchaser has complied with special condition 24.2, then the Purchaser may deduct the Withholding Amount from the amount due to the Vendor at Settlement and:
 - 24.3.1 Remit the Withholding Amount to the ATO on or before Settlement in accordance with its obligations under the Tax Act; and
 - 24.3.2 Provide evidence to the Vendor at Settlement that the Withholding Amount has been paid.
- 24.4 The Purchaser indemnifies the Vendor from all claims and losses which the Vendor suffers as a result of the Purchaser's failure to comply with this special condition 24.

25. MANUFACTURER'S WARRANTIES

The Vendor hereby assigns to the Purchaser from the Settlement Date to the extent that it is able, the benefit of any manufacturer's warranties given in favour of the Vendor with respect to the goods sold with the land, subject to the terms of such warranties and any Act, statute or rule of law which may prohibit or limit the Vendor's right in respect of such assignments.

26. NOMINATION

General condition 18 shall be deleted and replaced with the following special condition:-

- 26.1 The Purchaser may nominate a substitute or additional Purchaser ("Nominated Purchaser") subject to compliance with the balance of this special condition, but the named Purchaser remains personally liable for the due performance of all the Purchasers obligations under this Contract.
- 26.2 If the Purchaser nominates, such nomination can only occur if:
 - 26.2.1 the Purchaser is not in default pursuant to this Contract; and
 - 26.2.2 notice is given prior to fourteen (14) days prior to the Settlement Date; and
 - 26.2.3 the Purchaser nominates a company, the directors must execute a Guarantee in the form attached to the Contract and provide the Vendor's Legal Practitioner with an original executed Guarantee simultaneously with the provision of the nomination documents; and

- 26.2.4 the Purchaser nominates a trust, the primary beneficiaries of the trust and the directors of any corporate trustee must execute a Guarantee in the form attached to the Contract and provide the Vendor's Legal Practitioner with an original executed Guarantee simultaneously with the provision of the nomination documents; and
 - 26.2.5 the nominee notifies the Vendor's Legal Practitioner in writing as to their residency status and nationality; and
 - 26.2.6 the nominee provides a cheque payable to the Tisher Liner FC Law in the sum of \$440.00, which represents costs for advising the Vendor on compliance with special condition 26.
- 26.3 If security for the Deposit has been provided by way of a bank guarantee, the Purchaser must at the Purchaser's cost, if requested by the Vendor's Legal Practitioner provide a replacement bank guarantee issued in accordance with the Vendor's Legal Practitioner requirements within 14 days of being requested to do so. Failure to provide the replacement bank guarantee in accordance with this special condition will result in the nomination not being accepted by the Vendor.

27. ADJUSTMENT OF OUTGOINGS

General condition 15 shall be deleted and replaced with the following special condition:-

- 27.1 All rates, taxes (including land tax), assessments, fire insurance premiums and other outgoings (collectively "the Outgoings") payable in respect of the Land will be adjusted between the Vendor and the Purchaser on the basis that they have been or will be paid by the Vendor and borne by the Purchaser as from the date on which he becomes entitled to possession and the same shall if necessary be apportioned between the Vendor and Purchaser and the rent (if any) shall be also apportioned on the Settlement Date (in the usual manner) and the balance paid or received as the case may require.
- 27.2 If the Land is not separately assessed in respect of the Outgoings then the portion of any such Outgoings to be adjusted between the Vendor and the Purchaser will be the same proportion of the total that the lot liability of the Land bears to the total lot liability of the lots in the Plan.
- 27.3 The Vendor and the Purchaser are required to adjust any contributions to the Owners Corporation and any amount paid by the Vendor to or on behalf of the Owners Corporation for insurance premiums.
- 27.4 Irrespective of whether or not the Land is separately assessed or rated for land tax, the parties agree that land tax will be adjusted on the land tax clearance certificate obtained by the Vendors Legal Practitioner for the land contained in Register Search Statement - Volume 6465 Folio 877 and Volume 10842 Folio 540 and on the amount shown to be the single ownership calculation based on an unimproved value for the Site in accordance with the procedure in special condition 27.2 even if land tax is not payable for the Land on a single holding basis. The Purchaser is not entitled to adjustment on any pro-rated land tax certificate they may have obtained from the State Revenue Office.
- 27.5 If any supplementary rates or outgoings are assessed, levied or charged against the Land in or after the rating year in which the Balance is due, the Purchaser shall be solely responsible to bear or pay the supplementary amount.
- 27.6 The Purchaser acknowledges and agrees that if the Purchaser is in breach of this Contract by not completing the Contract on the Settlement Date, then the Purchaser shall be responsible for its proportion of any special levies made on the Vendor.

28. DEFAULT EXPENSES/LEGAL COSTS

- 28.1 If the Purchaser defaults in complying with any of its obligations as set out in this Contract, the Purchaser shall pay, in addition to any other moneys payable to the Vendor, any legal costs on a solicitor own client basis incurred by the Vendor as a result of any such default by the Purchaser.
- 28.2 The Purchaser must pay to the Vendor all costs and expenses incurred by the Vendor due to any breach of this Contract by the Purchaser.
- 28.3 The Purchaser agrees that the reasonably foreseeable loss the Vendor may suffer due to the Purchaser's breach of this contract may include, without limitation, interest payable by the Vendor in relation to loans secured on the Land for the period from the date the Balance is payable under this Contract to the date the Balance is paid, interest incurred on any purchase by the Vendor which is incurred as a result of the Purchaser's default, interest on bridging finance obtained by the Vendor for the same period to cover the Vendor's intended use of the Price and the costs of that bridging finance and, if the Vendor is usually accommodated in the Land and accommodation costs incurred by the Vendor.

29. SALE BY PURCHASER

- 29.1 The Purchaser must not sell, transfer or agree to sell or transfer the Land until Settlement, unless the prior written consent of the Vendor has been obtained which shall not be unreasonably withheld; and
- 29.2 Once settlement of the Land has been effected, the Purchaser must not place any advertising material, signs or any other items which are visible from the outside of the Land or the Land without the prior written consent of the Owners Corporation.

30. OBLIGATIONS JOINT AND SEVERAL

If there shall be more than one Purchaser the agreements and obligations of the Purchaser and the conditions under this Contract shall bind them and any two or more of them jointly and each of them severally.

31. SAFETY

The Purchaser must not raise any requisition or objection or claim any compensation in relation to anything done by the Vendor which the Vendor considers necessary for the safety or protection of the Land or any person on or near the Land or for the protection of the interest of any occupier of the Land.

32. SECTION 173 AGREEMENT

- 32.1 The Purchaser acknowledges and agrees that the Vendor may elect to, or be required to enter into one or more Section 173 Agreements pursuant to the terms of the Permit. The Purchaser agrees that it will not object or raise any requisition or claim any compensation from the Vendor in respect to such agreement or seek to or delay Settlement;
- 32.2 The Purchaser irrevocably authorises the Vendor to:-
 - 32.2.1 negotiate the terms of any Section 173 Agreement;
 - 32.2.2 enter into and vary such agreements.

- 32.3 The Purchaser must if required by the Vendor do all acts, matters and things including executing all consents, orders and applications necessary in order to have any Section 173 Agreement registered by Land Registry.

33. VENDOR'S RIGHT TO TERMINATE

- 33.1 The Purchaser acknowledges that the Vendor may in its absolute discretion and at any time prior to the commencement of the Building Works give written notice to the Purchaser that it will not be proceeding with the Building Works and that the Contract is rescinded and any deposit paid by the Purchaser will be returned to it.
- 33.2 The Vendor shall have the right to terminate the Contract by notice in writing to the Purchaser within 24 months from the Day of Sale, if after commencement of the Building Works, the Vendor reasonably believes that it will be unable to complete the Building Works within the 48 month time frame. If notice is served under special condition 33.2 the Contract will be deemed to be rescinded and any deposit paid by the Purchaser will be returned to it together with any interest accrued (if any, less costs, duties and expenses incurred in connection therewith).
- 33.3 The Purchaser acknowledges that the Purchaser shall not have any action, right, claim or demand against the Vendor under this Contract or arising from or out of its rescission pursuant to this special condition 33.

34. SERVICES

The Purchaser acknowledges that it shall be the Purchaser's responsibility to arrange connection of services such as gas, electricity and telephone services at the Purchaser's expense. In the event the Vendor arranges connection of any services (including, but not limited to an embedded network service if installed by the Vendor) prior to Settlement, the Purchaser shall reimburse the Vendor the connection costs at Settlement by way of an adjustment. The Purchaser shall not be entitled to dispute the cost for connection of the service and shall pay such amount at Settlement.

35. GUARANTEE OF COMPANY

If the Purchaser is a Company:

- 35.1 the Purchaser shall forthwith contemporaneous with the execution of this Contract procure the execution of guarantees of this Contract (incorporating indemnities) by all of its directors and the person or persons who sign this Contract on its behalf as the Vendor shall reasonably require. The said guarantees shall be in the form that is annexed hereto. In the event that such guarantees cannot be executed as at the date of signing this Contract then such further guarantee/s shall be executed within seven (7) days of same being requested by the Vendor. Any breach of this special condition shall be deemed to be a breach of the terms of this Contract and shall entitle the Vendor to exercise its rights pursuant to the provisions of this Contract; and
- 35.2 each person who signs this Contract on behalf of the company warrants that he or she is 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.
- 35.3 Each person who signs this Contract on behalf of the company will be personally liable for the due performance of the Purchaser's obligations under the Contract to the same extent as if the signatory had signed as Purchaser.

36. TRUST

If the Purchaser is buying the Property as trustee of a trust then the Purchaser:

- 36.1 must cause the primary beneficiaries of the trust and where there is a corporate trustee, the director of such corporation, to sign the Guarantee annexed to this Contract within 7 days of the Contract being signed;
- 36.2 must not do anything to prejudice any right of indemnity the Purchaser may have under the trust;
- 36.3 warrants that the Purchaser has power under the trust to enter into this Contract;
- 36.4 is personally liable under this Contract;
- 36.5 warrants that the Purchaser has a right of indemnity under the trust; and
- 36.6 must not allow the variation of the trust or the advance or distribution of capital of the trust or resettlement of any property belonging to the trust.

37. ADDITIONAL RIGHTS OF RESCISSION

If the Purchaser (or if the Purchaser consists of two or more persons, any of those persons) is a corporation and:-

- 37.1 an application is made to a court for an order or any order is made that it be wound up;
- 37.2 an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of it, or one of them is appointed, whether or not under an order;
- 37.3 except to reconstruct or amalgamate while solvent on terms approved by the other party, it enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement, or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;
- 37.4 it resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent on terms approved by the other party, or is otherwise wound up or dissolved;
- 37.5 it is or states that it is insolvent;
- 37.6 as a result of the operation of section 459F(1) of the *Corporations Act 2001* (Cth), it is taken to have failed to comply with a statutory demand;
- 37.7 it is, or makes a statement from which it may be reasonably deduced by the other party that it is, the subject of an event described in section 459C(2)(b) or section 585 of the *Corporations Act 2001* (Cth);
- 37.8 it takes any step to obtain protection or is granted protection from its creditors under any applicable legislation or an administrator is appointed to it; or
- 37.9 anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

then the Vendor may rescind this Contract by giving written notice to the Purchaser or the Purchaser's Legal Representative or Conveyancer.

38. ELECTRICITY SUBSTATION

The Purchaser acknowledges and agrees that if required, the Vendor may arrange for an electrical substation to be located on the Site. The Purchaser must not object in relation to the final location of the electrical substation or any substation lease that the Vendor may be required to enter into with the provider.

39. GST WITHHOLDING

- 39.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* ("the Legislation") have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 39.2 This special condition 39 applies if the Purchaser is required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the Legislation. Nothing in this special condition 39 is to be taken as relieving the Vendor from compliance with section 14-255.
- 39.3 The amount is to be deducted from the Vendor's entitlement to the Contract *consideration whether or not the Vendor provides the Purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The Vendor must pay to the Purchaser at Settlement such part of the amount as is represented by non-monetary consideration.
- 39.4 The Purchaser must:
 - (a) engage a legal practitioner or conveyancer ("Representative") to conduct all the legal aspects of Settlement, including the performance of the Purchaser's obligations under the Legislation and this special condition; and
 - (b) ensure that the Representative does so.
- 39.5 The terms of the Representative's engagement are taken to include instructions to have regard to the Vendor's interests and instructions that the Representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the Representative in accordance with this special condition on Settlement of the sale of the Property;
 - (b) promptly provide the Vendor with evidence of payment, including any notification or other document provided by the Purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this special condition; despite:

- (d) any contrary instructions, other than from both the Purchaser and the Vendor; and
 - (e) any other provision in this Contract to the contrary.
- 39.6 The Representative is taken to have complied with the requirements of special condition 39.5 if:
- (a) Settlement is conducted through the Electronic Conveyancing system operated by Property Exchange Australia Ltd or any other Electronic Conveyancing system agreed by the parties; and
 - (b) the amount is included in the Settlement statement requiring payment to the Commissioner in respect of this transaction.
- 39.7 The Purchaser may at Settlement give the Vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the Vendor in writing; and
 - (b) the Settlement is not conducted through an Electronic Conveyancing system described in special condition 39.6.
- However, if the Purchaser gives the bank cheque in accordance with this special condition 39.7, the Vendor must:
- (c) as soon as practical after Settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the Purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the Purchaser gives the Vendor the bank cheque.
- 39.8 The Vendor must provide the Purchaser with such information as the Purchaser reasonably requires to comply with the Purchaser's obligation to pay the amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the Purchaser. The Vendor warrants that the information the Vendor provides is true and correct.
- 39.9 The Vendor warrants that:
- (a) at Settlement the premises are not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the Vendor gives the Purchaser a written notice under section 14-255 to the effect that the Purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the Vendor to the Purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the Legislation.

39.10 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that the penalties or interest arise from the Vendor's failure, including breach of a warranty in special condition 39.9.

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

40. SEVERABILITY

If any part of this Contract is or becomes void or unenforceable or is illegal then that part shall if possible be read down and construed as far as is necessary to be legal and enforceable or (if such is impossible) shall be severed from this Contract to the intent that all parts that shall not be or become void or unenforceable or illegal shall remain in full force and effect and be unaffected by such severance. So far as may be legally permissible the provisions of any Act (Commonwealth or State present or future) shall not apply to this Contract so as to abrogate extinguish impair diminish fetter delay or otherwise detrimentally affect any rights remedies or powers of the Vendor.

41. NON-MERGER

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

42. WAIVER

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of the power or right preclude any other or further exercise of it or in the exercise of any other power or right. A power or right may only be waived in writing and signed by the party to be bound by the waiver.

43. READING DOWN

The conditions of this Contract shall be so construed as not to infringe the provision of any Act whether Commonwealth or State but if any such condition on its true interpretation does infringe any such provision or is otherwise void or unenforceable that condition shall be read down to such extent as may be necessary to ensure that it does not so infringe and as may be reasonable in all circumstances so as to give it a valid operation and in the event that the infringing condition cannot be so read down it shall be deemed to be void and severable and the remaining conditions of this Contract shall have full force and effect.

44. PRIVACY & PERSONAL INFORMATION

The Purchaser consents to the Vendor disclosing the Purchaser's and any guarantor's details (including name, address, email, and phone details):-

- 44.1 to related corporations or affiliated entities of the Vendor;
- 44.2 for the purpose of exercising the rights or complying with the obligations of the Vendor under the Contract;
- 44.3 to surveyors, engineers and other parties who are engaged by the Vendor to carry out works at the development;
- 44.4 to service providers engaged by the Vendor at the development or appointed by the Owners Corporation once the Plan Registered; and

44.5 to any financier that is providing finance in respect to the acquisition of the land and/or construction of the Development.

45. DUE DILIGENCE CHECKLIST

The Purchaser acknowledges that the Due Diligence Checklist as required by the *Sale of Land Act 1962* (Vic) was made available to the Purchaser at the time the Land was offered for sale.

DEED OF GUARANTEE AND INDEMNITY

I/We,
of
for myself/ourselves, my/our executors, administrators legal personal representatives and successors
("the Guarantor")

RECITALS

- A. The within Contract of Sale of Real Estate ("the Contract") has been entered into between the within named Vendor ("the Vendor") and the within named Purchaser ("the Purchaser").
- B. The Guarantor agrees to guarantee to the Vendor the due and punctual payment by the Purchaser of all monies under the Contract and the Purchaser's performance of all obligations imposed on the Purchaser under the Contract.
- C. The Guarantor indemnifies and keeps indemnified the Vendor from any and all loss, damage, costs and/or expenses arising from or in any way connected with the default by the Purchaser of the Contract.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. The Guarantor gives this guarantee and indemnity in consideration of the Vendor agreeing to enter into the Contract. The Guarantor acknowledges the receipt of valuable consideration from the Vendor for it incurring obligations and giving rights under this guarantee and indemnity.
2. The Guarantor unconditionally and irrevocably guarantees to the Vendor that the Purchaser will perform all of its obligations (contained or implied) under the Contract and guarantees the due and punctual payment by the Purchaser of the deposit, purchase price, interest, balance and all other monies under the Contract.
3. As a separate and primary undertaking, the Guarantor unconditionally and irrevocably indemnifies and keeps indemnified the Vendor against all loss, damage, costs (on a solicitor client own basis) and expenses arising from or in any way connected with or resulting from:
 - (a) A default by the Purchaser of the terms of the Contract; and/or
 - (b) The Vendor's inability to enforce performance of obligations under the Contract if any of the Purchaser's obligations in the Contract are void, voidable or unenforceable against the Purchaser.The Guarantor must pay the Vendor the amount of the loss, damage, costs (on a solicitor client own basis) and expenses resulting from the matters in (a) and (b) above.
4. It is not necessary for the Vendor to incur expenses or make payment before enforcing its right of indemnity in this Deed.
5. The Guarantor waives any right it has of first requiring the Vendor to commence proceedings, serve any demand first on the Purchaser or enforce any other right against the Purchaser or any other person before claiming under this guarantee and indemnity.
6. This guarantee and indemnity is a continuing guarantee and indemnity and:
 - (a) Is not discharged by any one payment, and does not merge on termination of the Contract;
 - (b) Shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the Contract; or
 - (c) Is not discharged or released by the performance or observance of any of the agreements, obligations or conditions contained in the Contract or by time being given to the Purchaser for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing the guarantor/s, executors or administrators.
7. The Guarantor's liability under this guarantee and indemnity is as an indemnifier or principal debtor and the rights of a party under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including, without limitation, one or more of the following:
 - (a) The Vendor granting time or other indulgence to, compounding or compromising with or releasing in any way the Purchaser or agreeing not to sue the Purchaser or any other party or another Guarantor;
 - (b) Acquiescence, delay, acts, omissions or mistakes on the part of any party;
 - (c) Any novation of a right of a party;

- (d) Any variation of the Contract including but not limited to any amendment to the deposit monies, purchase price, settlement date or other particulars or conditions of the sale of the within named property under the Contract or the nomination of the Purchaser;
 - (e) The invalidity or unenforceability of an obligation or liability of a person under the Contract or this Deed including but not limited to the Contract not being properly signed by the any party;
 - (f) Any judgment or decision by a court, arbitrator or other person in favour of the Purchaser;
 - (g) The failure by any Guarantor to sign this Deed or the insolvency or death of a Guarantor; or
 - (h) Any rights, claims, actions or setoffs which the Purchaser may have against the Vendor or any other party.
8. The Guarantor may not, without the consent of the Vendor:
- (a) Raise a defence, set off or counterclaim available to it or the Purchaser against the Vendor or another party in reduction of its liability under this guarantee and indemnity;
 - (b) Claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any security or guarantee held by the Vendor in connection with the Contract; or
 - (c) Prove in competition with the Vendor if a liquidator, provisional liquidator, receiver, official manager or trustee in bankruptcy is appointed in respect of the Purchaser or if the Purchaser is otherwise unable to pay its debts when they fall due;
- From the date of this Deed until all obligations and liabilities of the Guarantor under or in connection with this Deed and the Purchaser under or in connection with the Contract are satisfied.
9. If a claim that a payment or transfer to the Vendor by the Purchaser in connection with the Contract is void or voidable (including, but not limited to, a claim under laws relating to liquidation, insolvency or protection of creditors) is upheld, conceded or compromised then the Vendor will be entitled immediately as against the Guarantor to the rights to which it would have been entitled under this guarantee and indemnity if the payment or transfer had not occurred.
10. The Guarantor must pay the Vendor all money which the Vendor refunds to the Purchaser's liquidator as preferential payments received from the Purchaser.
11. If there is more than one Guarantor, then this Deed binds them separately, together and in any combination.
12. Nothing in this Deed will prejudice the Vendor's rights to proceed against any one or more of the Guarantor. The Vendor shall be at liberty to proceed against any Guarantor or more of them as the Vendor wants. In the event that the Vendor compromises or accepts any amount from any one Guarantor, this does not prejudice the rights of the Vendor against any other of the Guarantor pursuant to this Deed.

EXECUTED AS A DEED ON THE

DAY OF

20

**SIGNED SEALED AND DELIVERED BY THE FIRST-NAMED
GUARANTOR IN THE PRESENCE OF:**)
.....
) FIRST-NAMED GUARANTOR

WITNESS:

Full Name:

Address:.....

**SIGNED SEALED AND DELIVERED BY THE SECOND-
NAMED GUARANTOR IN THE PRESENCE OF:**)
.....
) SECOND-NAMED GUARANTOR

WITNESS:

Full Name:

Address:.....

Annexure A

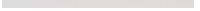
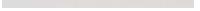
Fittings & Finishes Schedule

STUDIO TATE

Schedule	Finishes	Issue	Contract of Sale
Date	04.07.2018	Revision	B
Project Number	18008	Track Changes	-
Project Name	Glassworks	Total Pages	6

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.

Code	Description	Image
Kitchen		
	Benchtop, Island and Splashback, Bar Joinery	
	Terrazzo Colour: Grey	
<hr/>		
	Joinery	
	Custom designed charcoal oak joinery	
<hr/>		
	Paint Finish	
	Rendered grey paint finish	
<hr/>		
	Bar Joinery	
	Grey mirror to splashback	



STUDIO TATE

Code	Description	Image
	Timber Floorboard Grey oak timber flooring in plank format	
<hr/> Bathroom <hr/>		
	Vanity Joinery Custom designed Maison Oak joinery	
<hr/> <hr/>		
	Vanity Benchtop Option 1 Terrazzo Colour: Grey	
<hr/> <hr/>		
	Vanity Benchtop Option 2 Terrazzo Colour: Black	
<hr/> <hr/>		
	Mirror Custom designed mirrored cabinets with black powder coat frame detail	
<hr/> <hr/>		



STUDIO TATE

Code	Description	Image
	<p>Shower Screen</p> <p>Glass shower screen with black powder coat frame detail</p>	
	<p>Floor Tile and wall tile Option 1</p> <p>Terrazzo Tile Colour: Grey</p>	
	<p>Floor Tile and wall tile Option 2</p> <p>Terrazzo Tile Colour: Black</p>	
	<p>Paint Finish above wall tile Black metal trim between finishes</p> <p>White paint finish</p>	
	<p>Shower Wall tile</p> <p>Colour: White</p>	

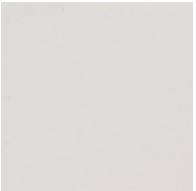


STUDIO TATE

Code	Description	Image
<hr/>		
Bedroom		
	Robe Joinery (Master) Custom designed joinery with glass doors with black powder coat metal frame	
	Robe Joinery (Minor) Custom designed charcoal oak joinery	
<hr/>		
	Paint Finish White paint finish	
<hr/>		
	Carpet Finish: Textured Loop Pile Colour: Grey	
<hr/>		
Laundry		
	Benchtop and Splashback Terrazzo Colour: Grey	



STUDIO TATE

Code	Description	Image
	Joinery Custom designed joinery with laminate finish Colour: Grey	
	Timber Floorboard Grey oak timber flooring in plank format	
	Paint Finish White paint finish	
Living		
	Joinery White 2pac joinery with black powder coat route detail	
	Paint Finish Rendered grey paint finish	



STUDIO TATE

Code	Description	Image
	Timber Floorboard Grey oak timber flooring in plank format	

Hallway

Paint Finish	
Rendered grey paint finish	

Timber Floorboard	
Grey oak timber flooring in plank format	



STUDIO TATE

Schedule	Fixtures	Issue	Contract of Sale
Date	05.06.2018	Revision	
Project Number	18008	Track Changes	
Project Name	Glassworks	Total Pages	8

General Note:

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Kitchen

Double bowl undermount sink



Finish: Black

Mixer with pull out spray



Finish: Black

D-Pull Joinery Handle
Finish: Black



600W Combi Steam Oven



Manufacturer: Miele
Colour: Obsidian Black



STUDIO TATE

600W Oven

Manufacturer: Miele
Colour: Obsidian Black



900W Gas Cooktop

Manufacturer: Miele
Finish: Stainless Steel



900W Integrated
Rangehood



900W Integrated Fridge /
Freezer

Manufacturer: Fisher &
Paykel
Finish: Fully Integrated



600W Integrated
Dishwasher

Manufacturer: Miele
Finish: Fully Integrated



STUDIO TATE

Pull Out Pantry



Integrated Waste Bin



Kitchen Cleaning Caddy

Finish: Chrome Plated



Living/ Bar

Wine Fridge

Manufacturer: Eurocave
Fully Integrated



STUDIO TATE

Gas Fireplace



Scullery

Single bowl undermount sink

Finish: Black



Mixer
with pull out spray

Finish: Black



Laundry

Single bowl under Sink

Finish: Stainless Steel



Mixer
with pull out spray

Finish: Black



STUDIO TATE

Washing machine stops

Finish: Black



Hanging Rail

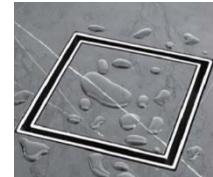
Finish: Black



Integrated Waste Bin



Square Floor Waste
Tile Insert



Bathroom

Under counter basin
Finish: White



STUDIO TATE

Wall Outlet

Finish: Black



FX6

Wall Mixer

Finish: Black



Twin Shower Head

Finish: Black



Toilet

Finish: White Ceramic



Undermount Bath

Finish: White Acrylic



STUDIO TATE

Toilet Roll Holder

Finish: Black



Towel Rail

Finish: Black



Robe Hook

Finish: Black



Square Floor Waste
Tile Insert



Exhaust Fan

Finish: White



Powder

Wall Mounted Basin

Finish: White

Harvey Norman

C: Leenah Khor

M: 0432 022 434

A: 4 Central Boulevard,
Port Melbourne, VIC 3207

Powder



STUDIO TATE

Toilet

Finish: White Ceramic



Toilet Roll Holder

Finish: Black



Robe Hook

Finish: Black



Bottle Trap

Finish: Black



Square Floor Waste
Tile Insert



STUDIO TATE

Schedule	Door Hardware	Issue	Preliminary
Date	04.07.2018	Revision	-
Project Number	18008	Track Changes	
Project Name	Glassworks	Total Pages	2

General Note:

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DH	Door Hardware		
DH1	Door Lever	Designer Doorware	Swing Doors
	Ema on round rose Finish: Black Code: EM-R10		
	Note: Locking system TBC by client		
DH2	Flush Pull	Designer Doorware	Sliding Doors
	Oval Flush Pull Finish: Black Code: FP904-250		
DH3	Edge Pull	Designer Doorware	Sliding Doors
	Edge Pull Finish: Black Code: 2801		



STUDIO TATE

DH4

Privacy Snib

Designer Doorware

Bathroom Doors



Turn Snib on T10 Round
Rose
Finish: Black
Code: E11

DH5

External Door Pull

Designer Doorware

External Sliding Doors



Neo Blade Pull
Finish: Black
Code: 6280

Note: Locking system
TBC by client



STUDIO TATE

Schedule	Lighting	Issue	Contract of Sale
Date	05.06.2018	Revision	-
Project Number	18008	Track Changes	
Project Name	Glassworks – Typical Townhouse	Total Pages	2

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

Single Downlight

Finish: White



LED Strip Light



Bathrooms

Single Downlight

Finish: White

IP rated



STUDIO TATE

LED Strip Light



Kitchen

Pendants

Finish: Black



STUDIO TATE

Schedule	Lighting	Issue	Contract of Sale
Date	05.06.2018	Revision	-
Project Number	18008	Track Changes	
Project Name	Glassworks – Heritage Townhouse	Total Pages	2

General Note:

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General

Single Downlight

Finish: White



LED Strip Light



Bathrooms

Single Downlight

Finish: White

IP rated



STUDIO TATE

LED Strip Light



Kitchen

Pendants

Finish: Black



Living

Pendants

Finish: Black



Wall Light

Finish: Black



Annexure B

Development Plans

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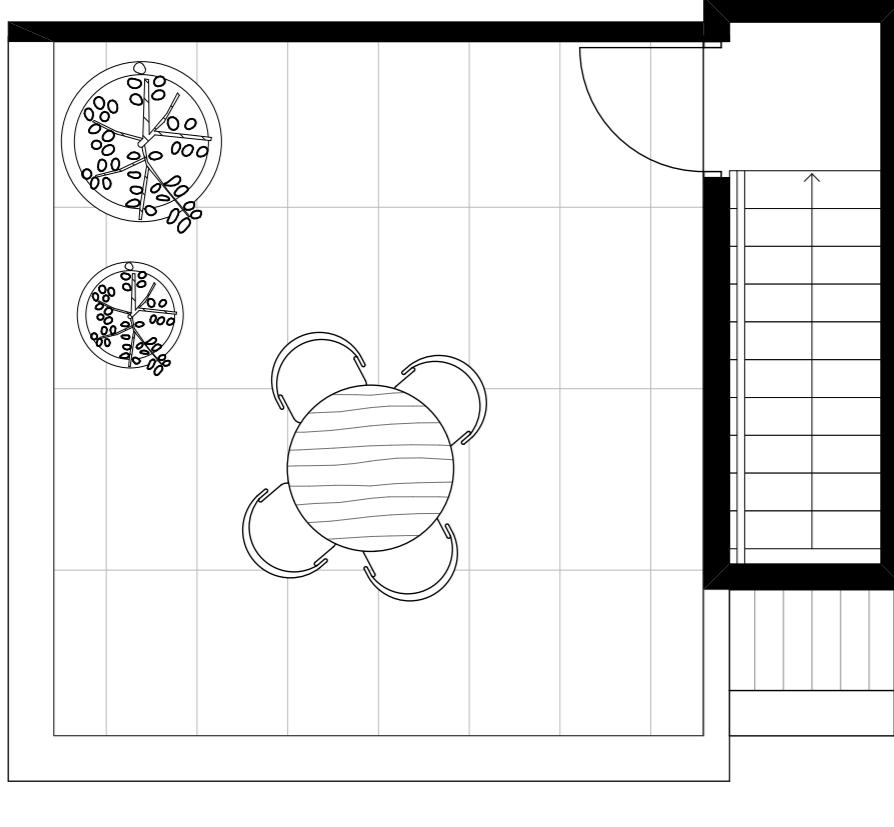
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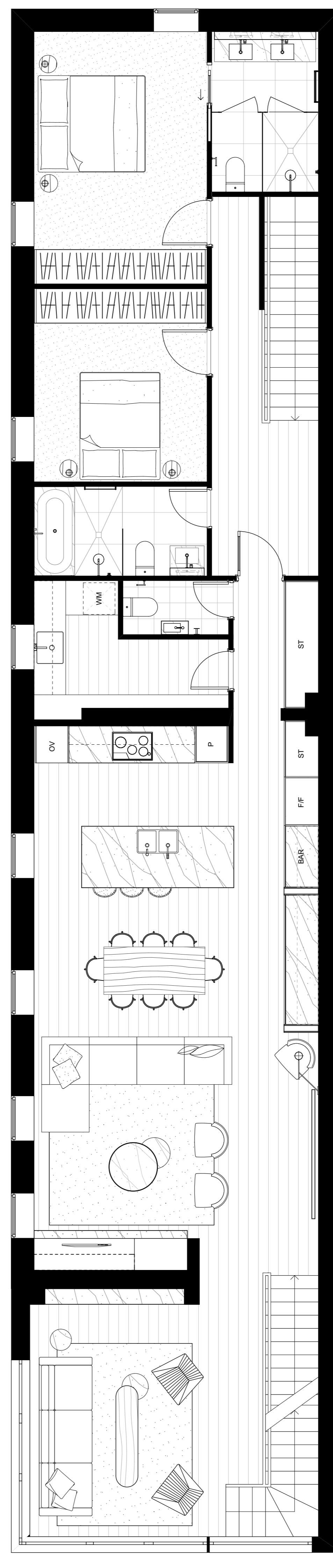
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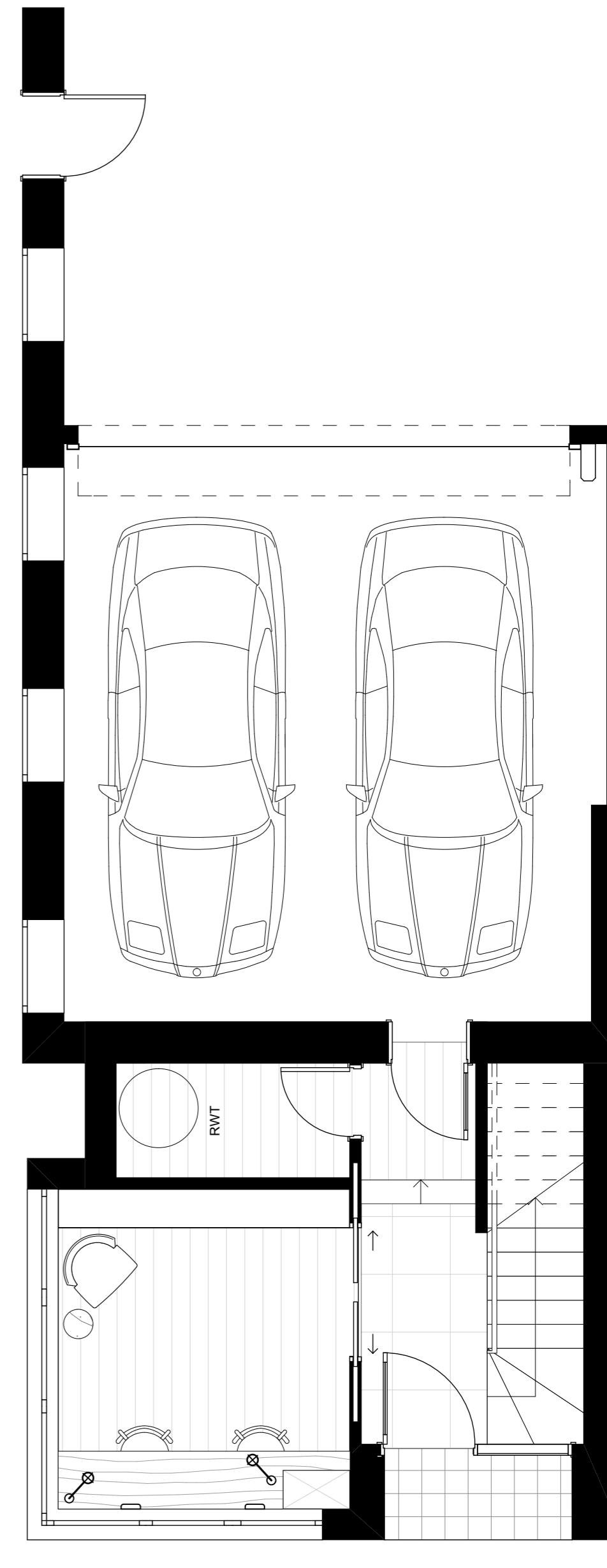
2.

Second Floor Plan - Heritage - Type A
1:50



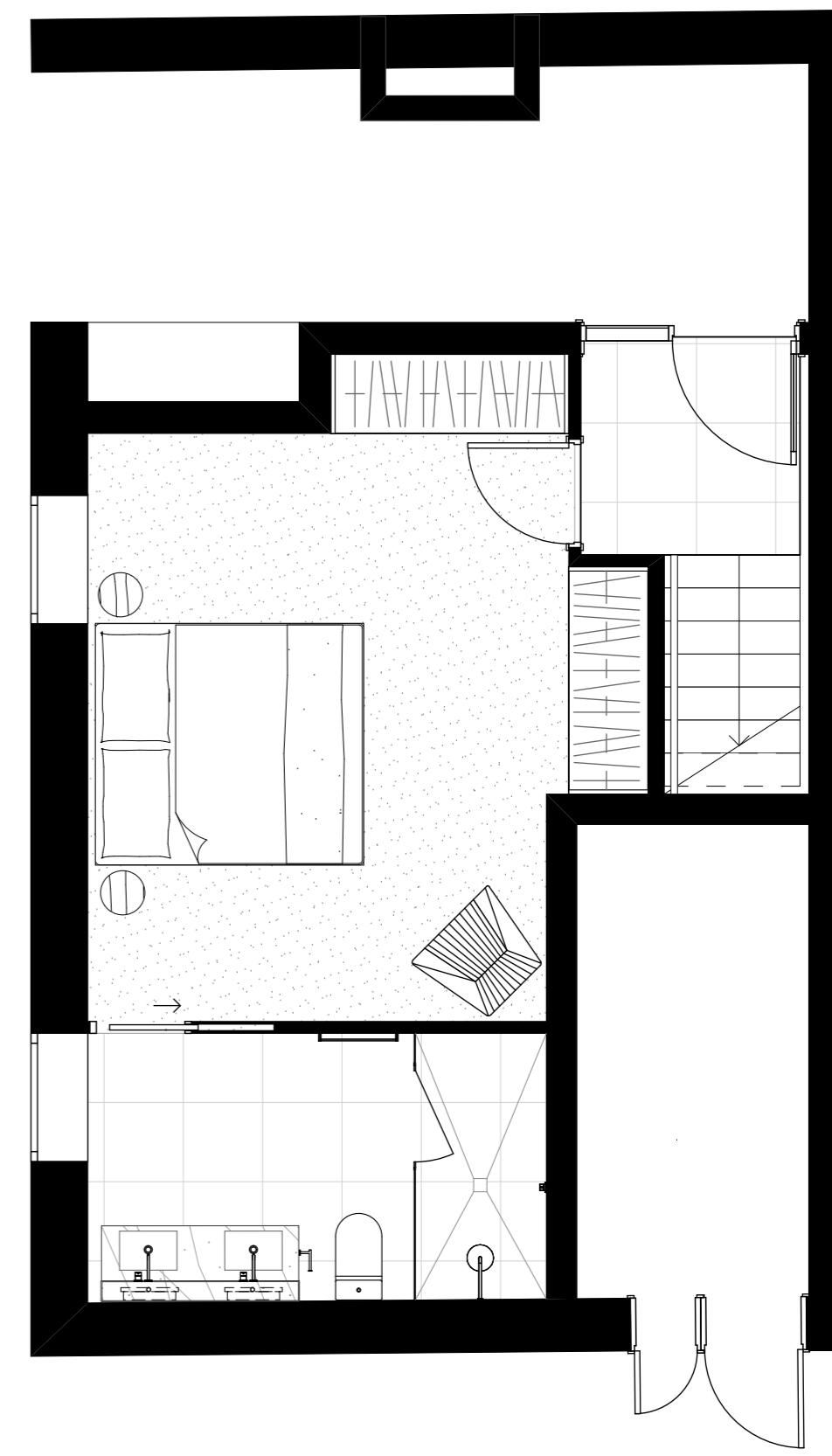
1.

First Floor Plan - Heritage - Type A
1:50



0.

Ground Floor Plan - Heritage - Type A
1:50



Ref	Description	Date
	Revision History	

STUDIO TATE

Type Street	TOWNHOUSE TYPES MARKETING PLAN - HERITAGE (TYPE A) - U1
69-89 Type Street, Richmond, 3121	
Drawing Title	
Checked By AH	Drawn by AS Drawing Scale @ A1 1:50, 1:500 Date Plotted 4/07/2018
Project Number 18008	Layout ID ID001
Revision A	Revision A

Drawn by AS	Drawing Scale @ A1 1:50, 1:500
Checked By AH	Date Plotted 4/07/2018
Layout ID ID001	Revision A

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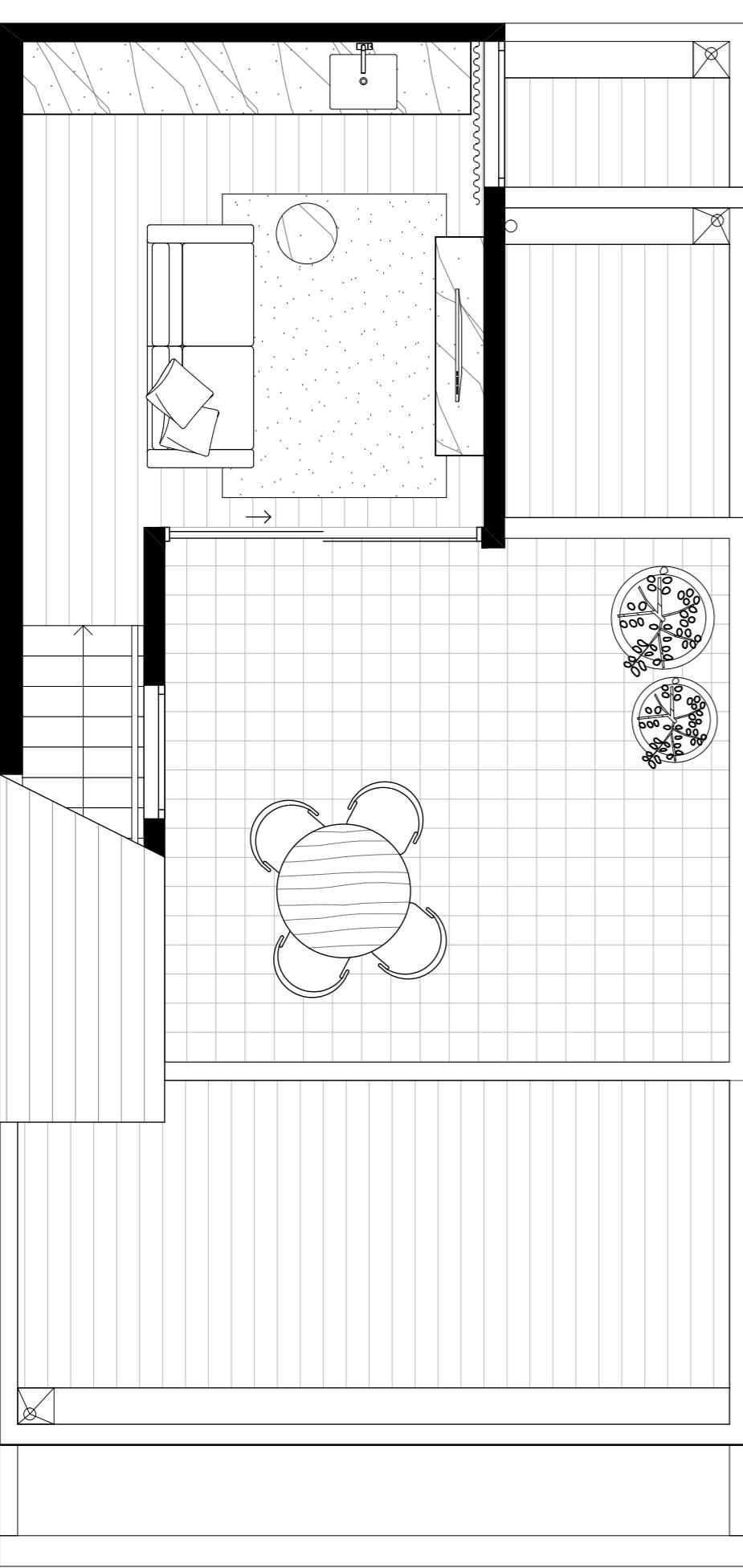
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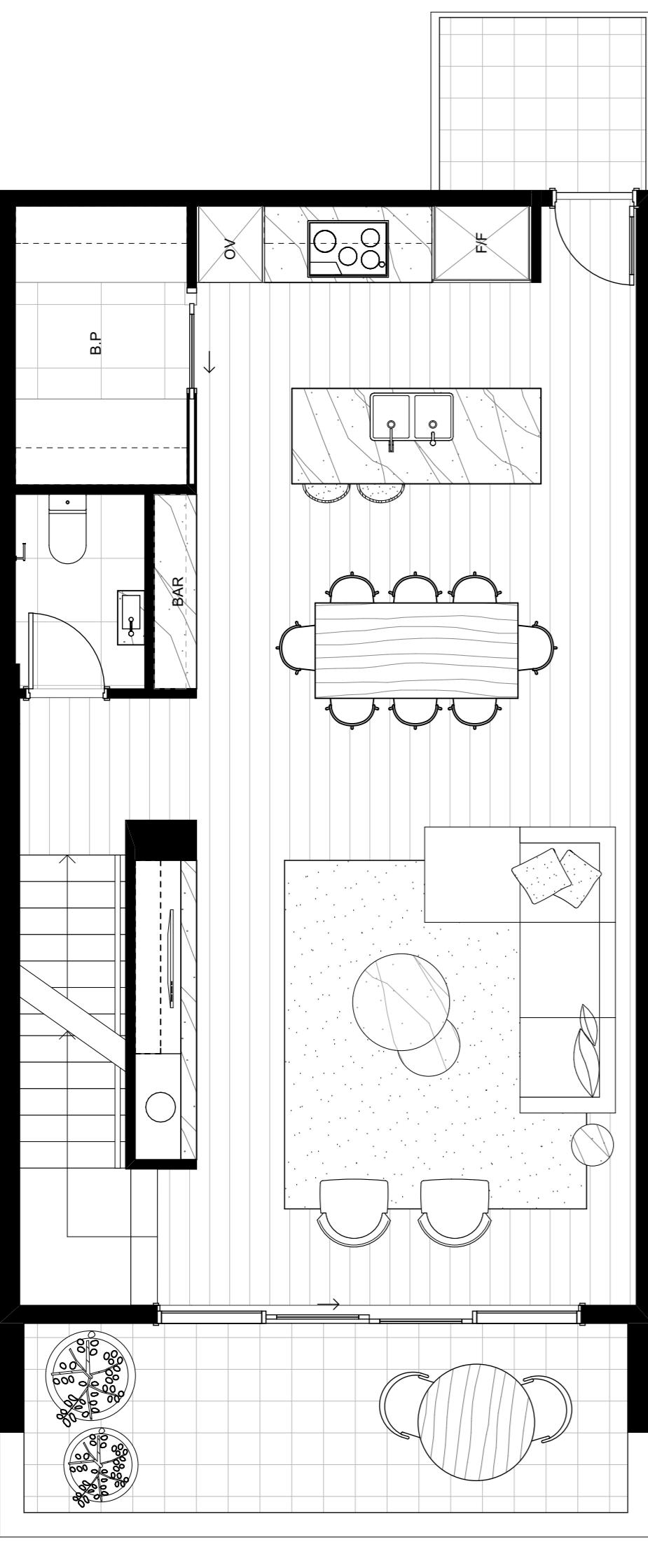
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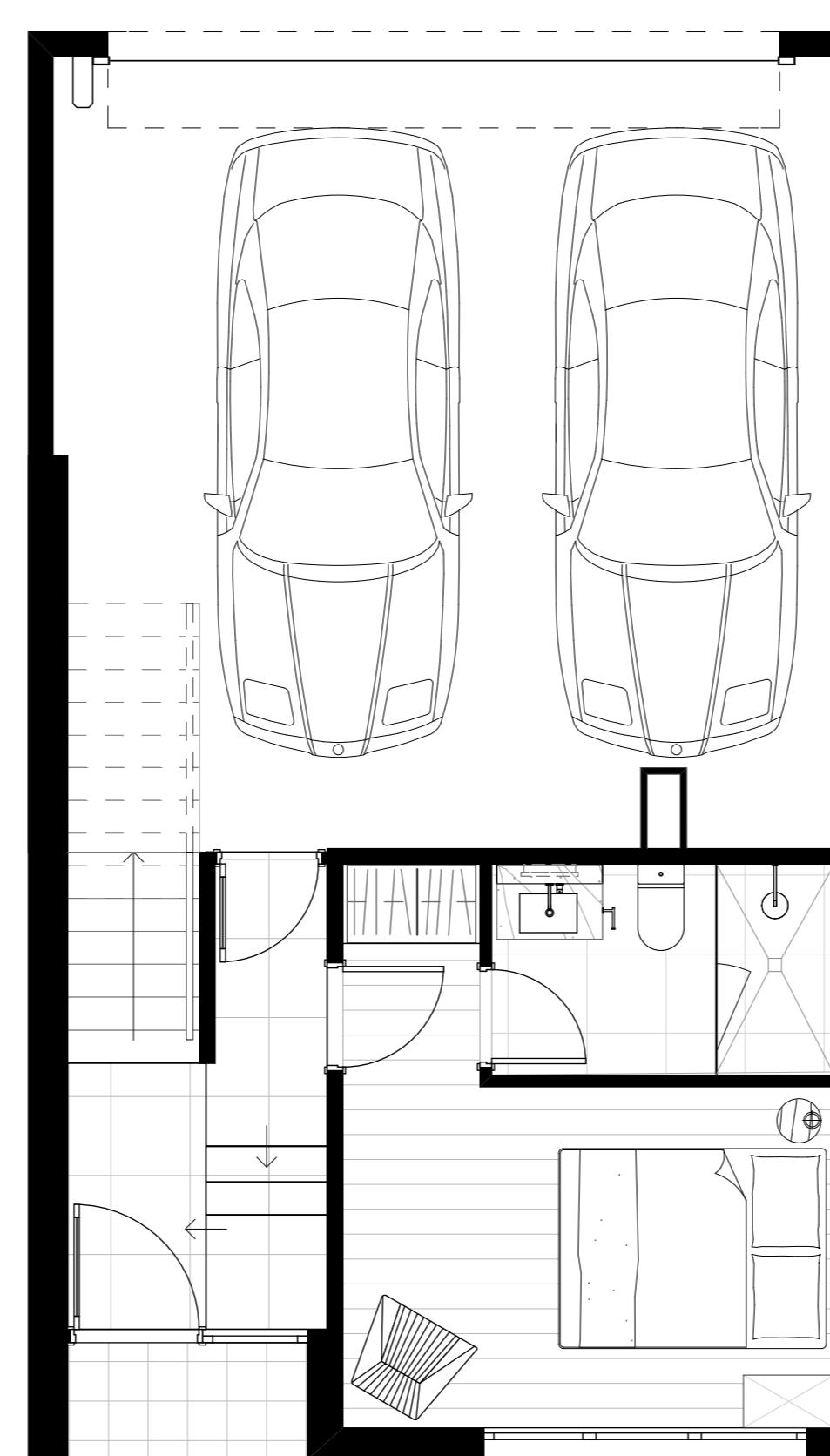
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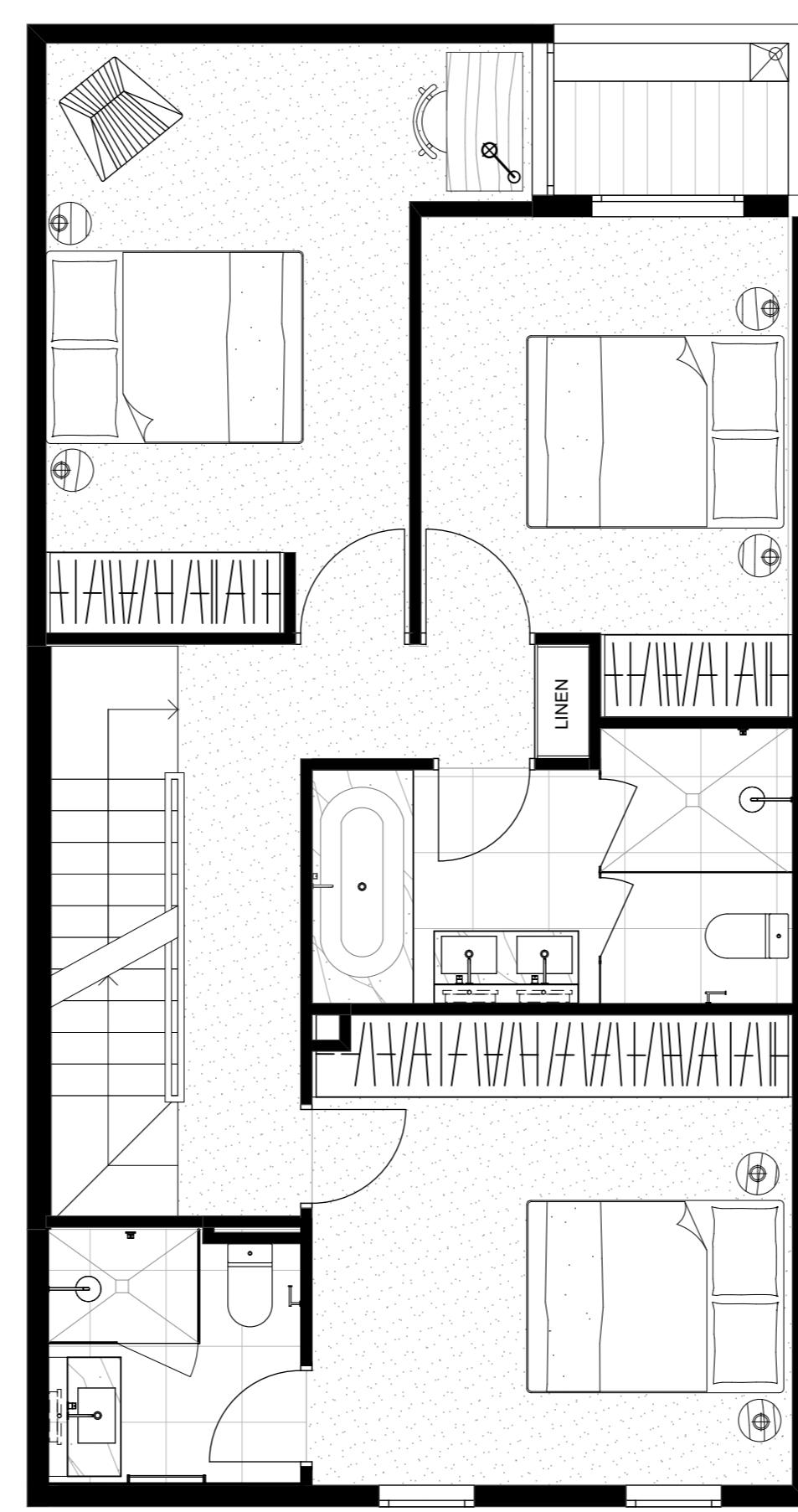
1. First Floor Plan - New
1:50



2. Second Floor Plan - New
1:50

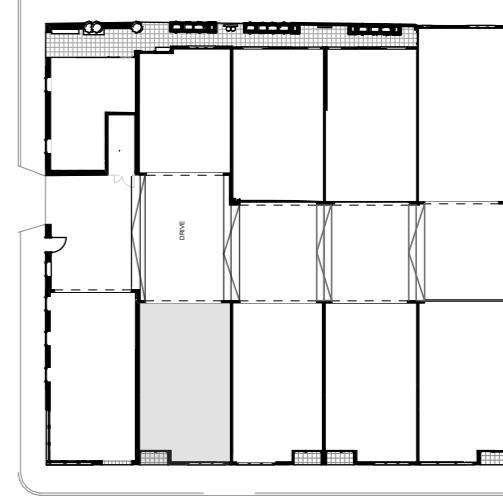


0. Ground Floor Plan - Option 2
1:50



3. Third Floor Plan - New
1:50

161 m² APARTMENT AREA
38 m² GARAGE
16 m² P.O.S



Type Street
69-89 Type Street, Richmond, 3121

Drawing Title
Drawing Scale @ A1

AS
Checked By
AH
Date Plotted
4/07/2018

Project Number
18008

Revision
A

STUDIO TATE

Ref | Description | Date
Revision History

Drawing by
AS
Checked by
AH
Date Plotted
4/07/2018

Drawing Scale @ A1
1:50, 1:500
Drawing Title
TOWNHOUSE TYPES
MARKETING PLAN-
NEW (TYPE B1) - U2

Project Number
ID.002

Revision
A

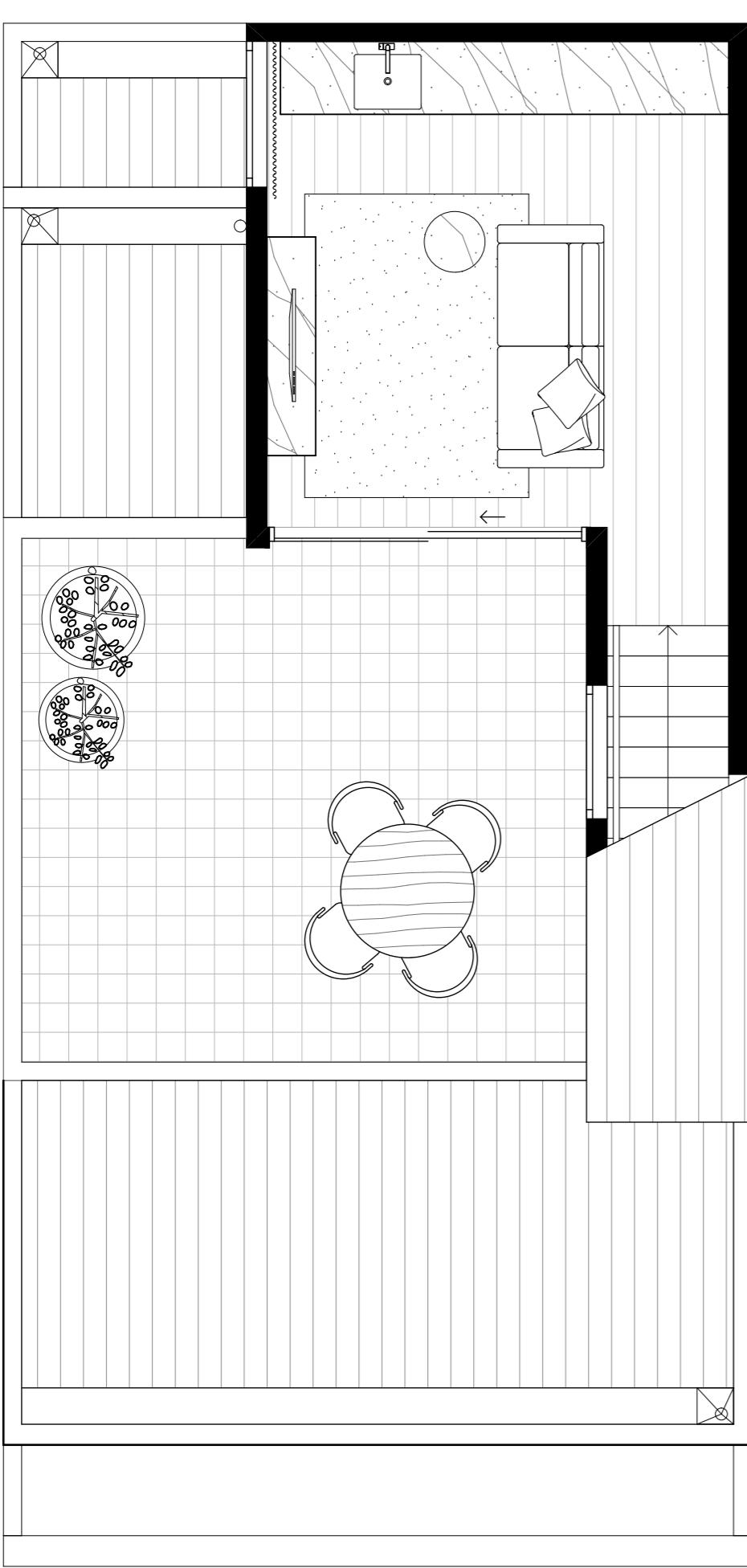
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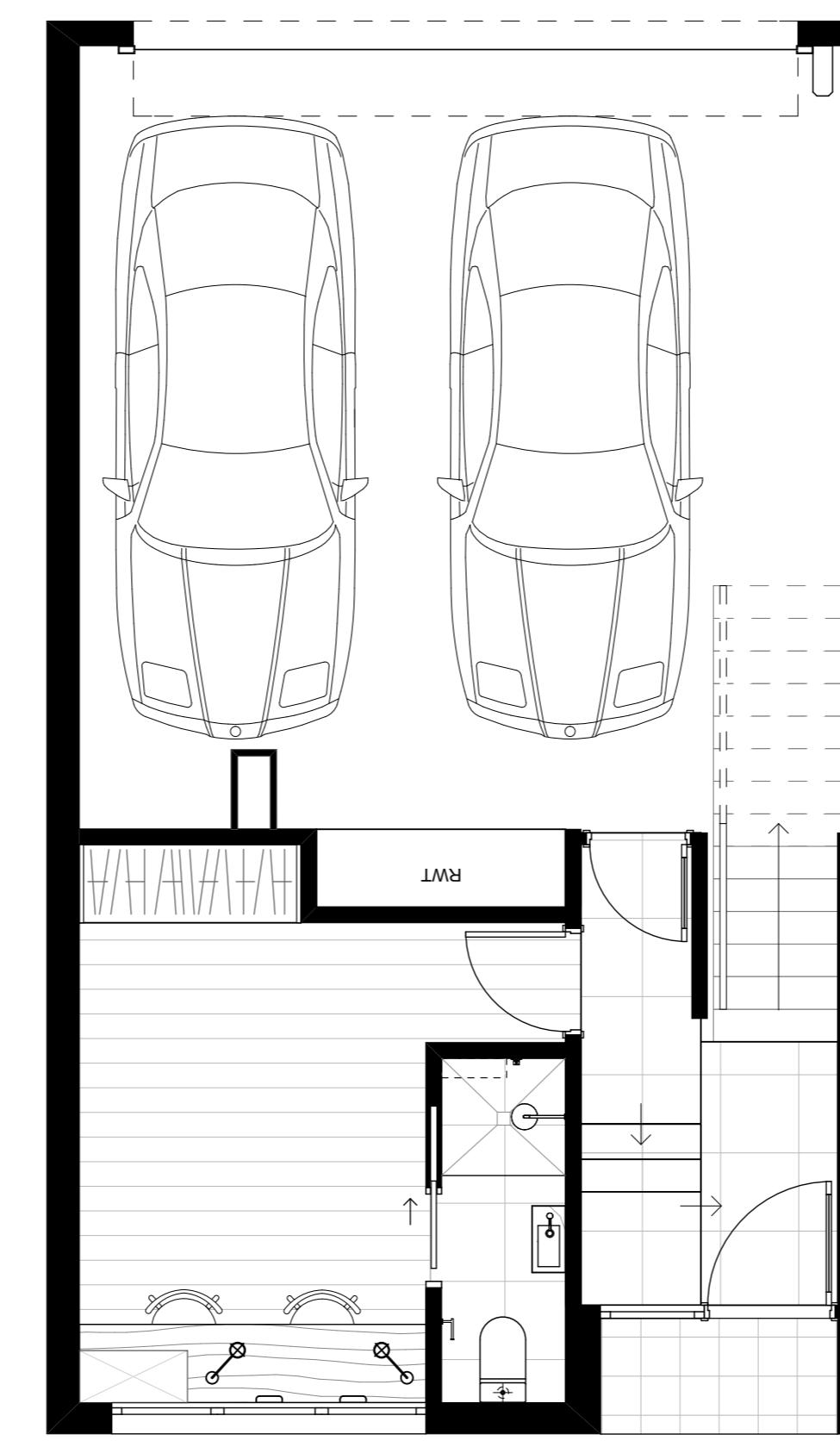
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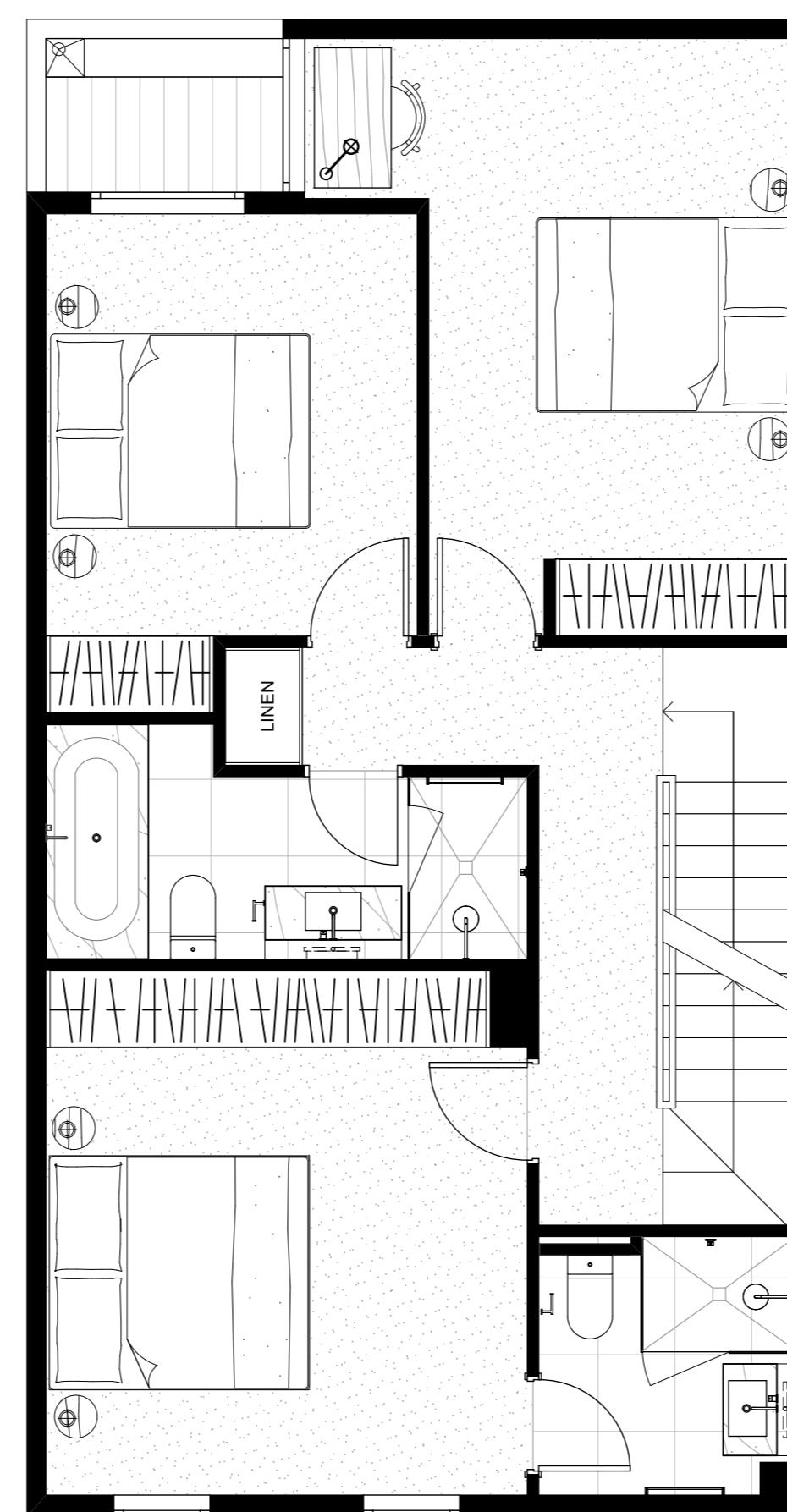
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	Revision History	
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69-89 Type Street, Richmond, 3121		
Drawing Title		
TOWNHOUSE TYPES MARKETING PLAN NEW (TYPE B1) - U3		
Project Number		
18008		
Drawing Scale @ A1		
1:50, 1:500		
Checked By		
AH		
Date Potted		
4/07/2018		
Layout ID		
ID003		
Revision		
A		



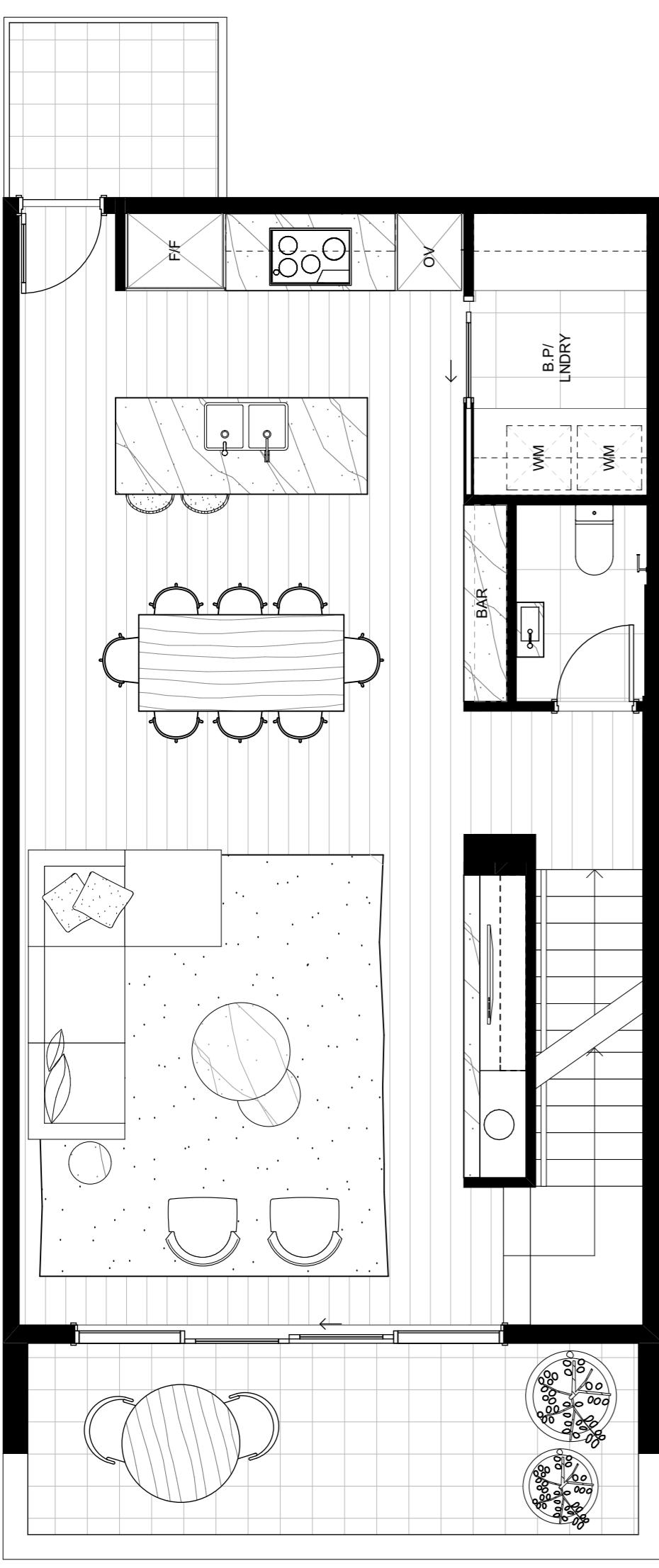
1. First Floor Plan - New
1:50



0. Ground Floor Plan - New
1:50

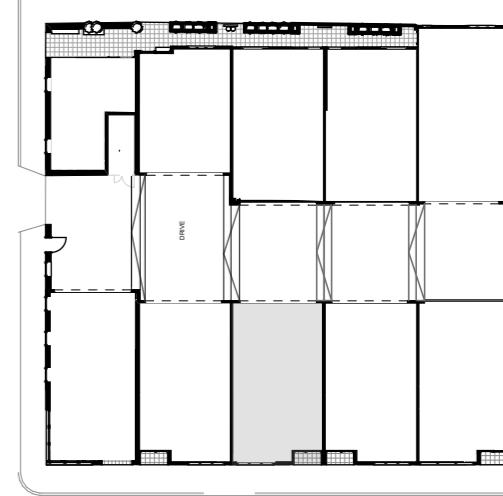


2. Second Floor Plan - New
1:50



3. Third Floor Plan - New
1:50

161 m² APARTMENT AREA
38 m² GARAGE
16 m² P.O.S



Type Street
Drawing by AS
Checked by AH
Drawing Title
TOWNHOUSE TYPES
MARKETING PLAN
NEW (TYPE B1) - U3
Project Number
18008
Drawing Scale @ A1
1:50, 1:500
Checked By
AH
Date Potted
4/07/2018
Layout ID
ID003
Revision
A

Drawing by AS
Checked by AH
Drawing Title
TOWNHOUSE TYPES
MARKETING PLAN
NEW (TYPE B1) - U3
Project Number
18008
Drawing Scale @ A1
1:50, 1:500
Checked By
AH
Date Potted
4/07/2018
Layout ID
ID003
Revision
A

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Ref	Description	Date
	Revision History	

STUDIO TALE

Type Street	Drawing Scale @ A1 69-89 Type Street, Richmond, 3121
Drawing Title	1:50, 1:500

TOWNHOUSE TYPES	Checked By AH
MARKETING PLAN-NEW (TYPE B2) - U4	Date Plotted 4/07/2018

Project Number

18008

Revision

Drawn by
AS

Drawing Scale @ A1
1:50, 1:500

Checked By
AH

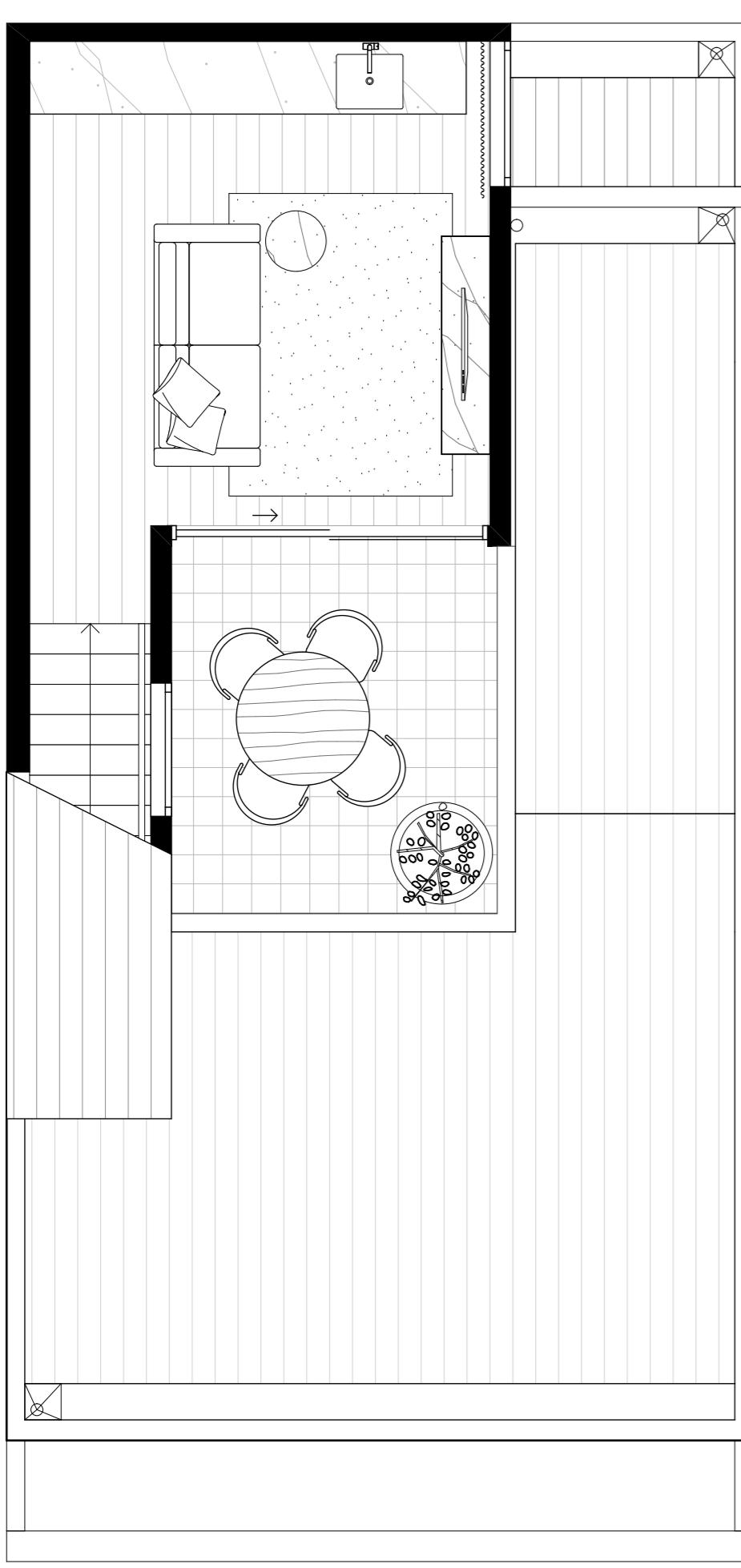
Date Plotted
4/07/2018

Layout ID

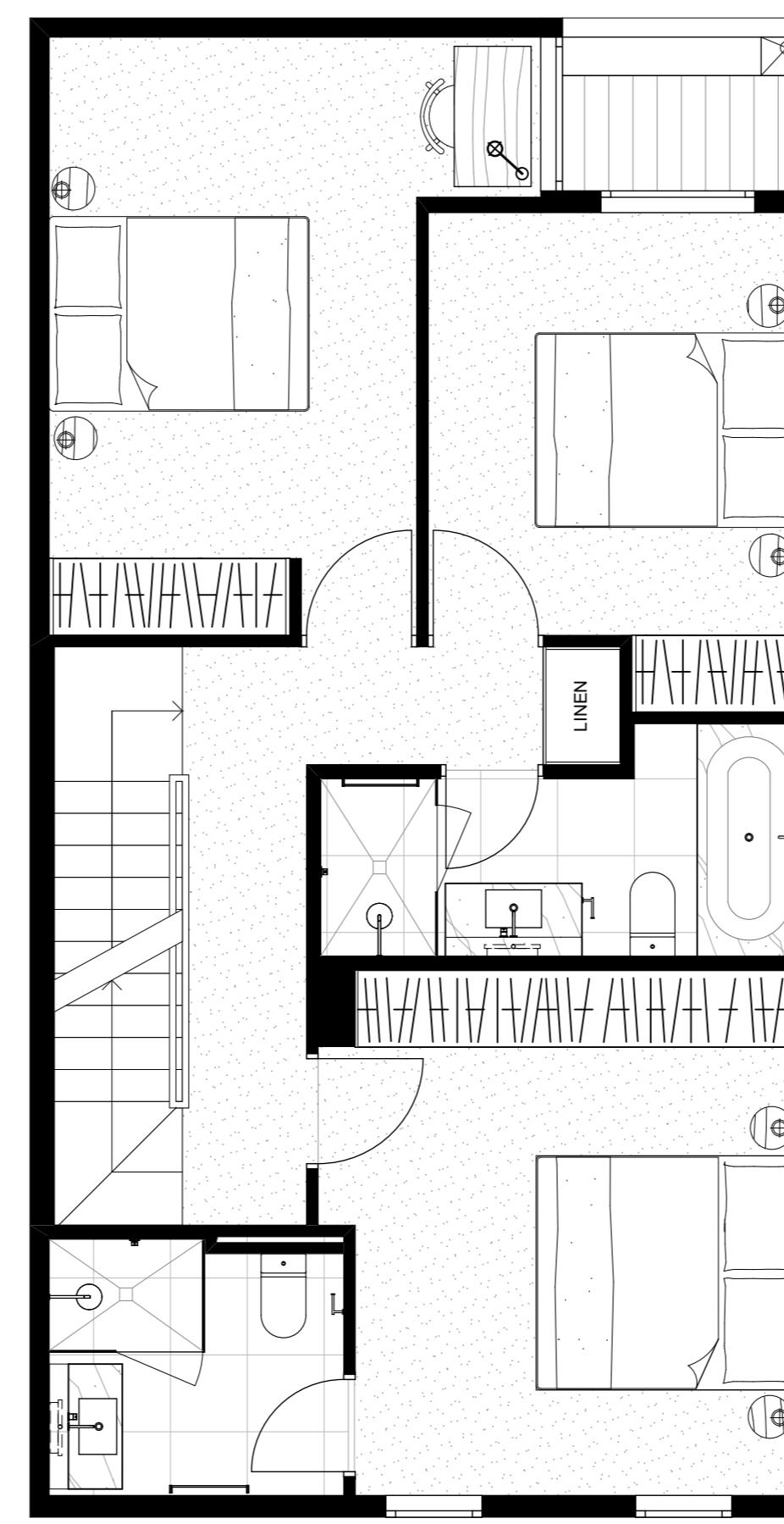
ID004

Revision

A

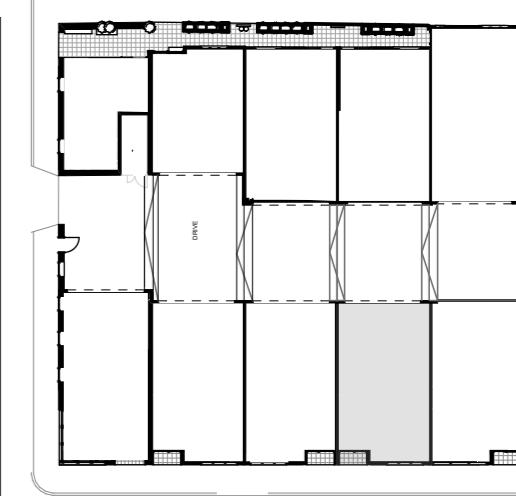


3. Third Floor Plan - New
1:50

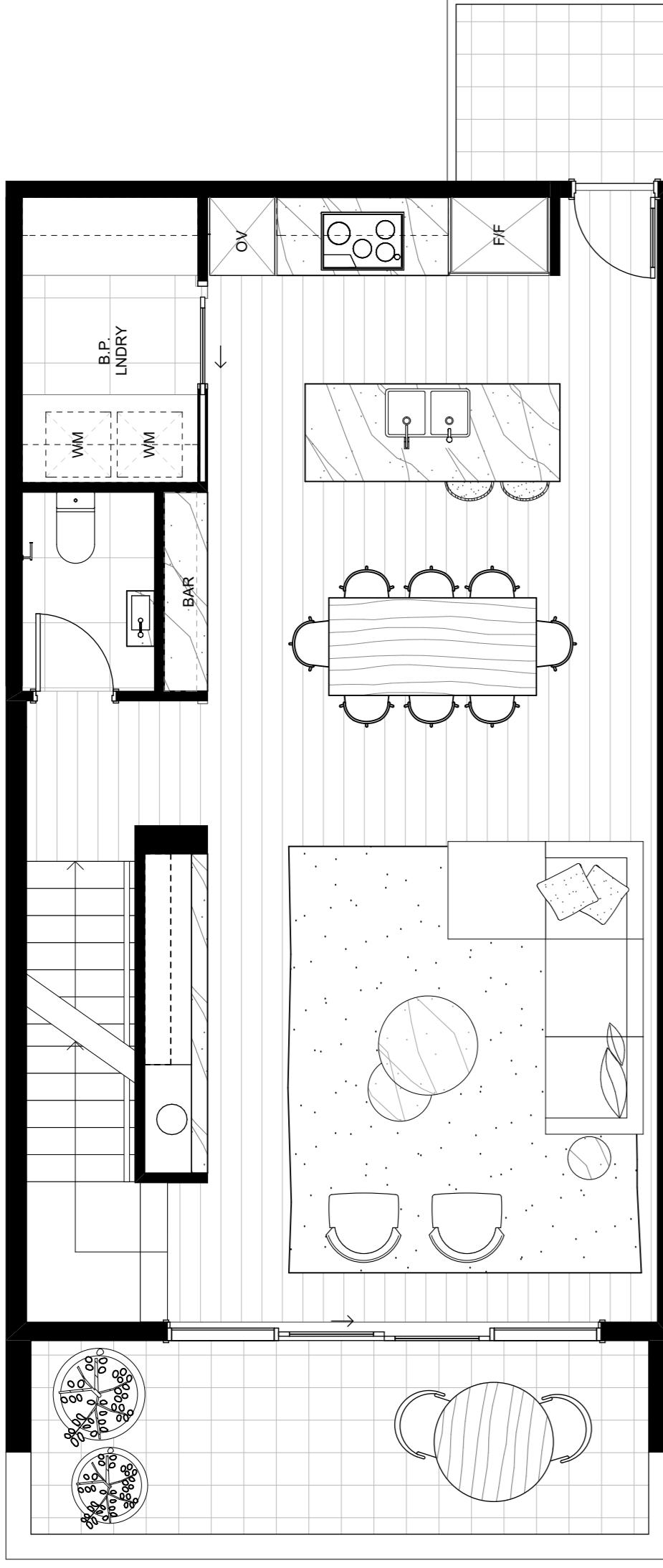


2. Second Floor Plan - New
1:50

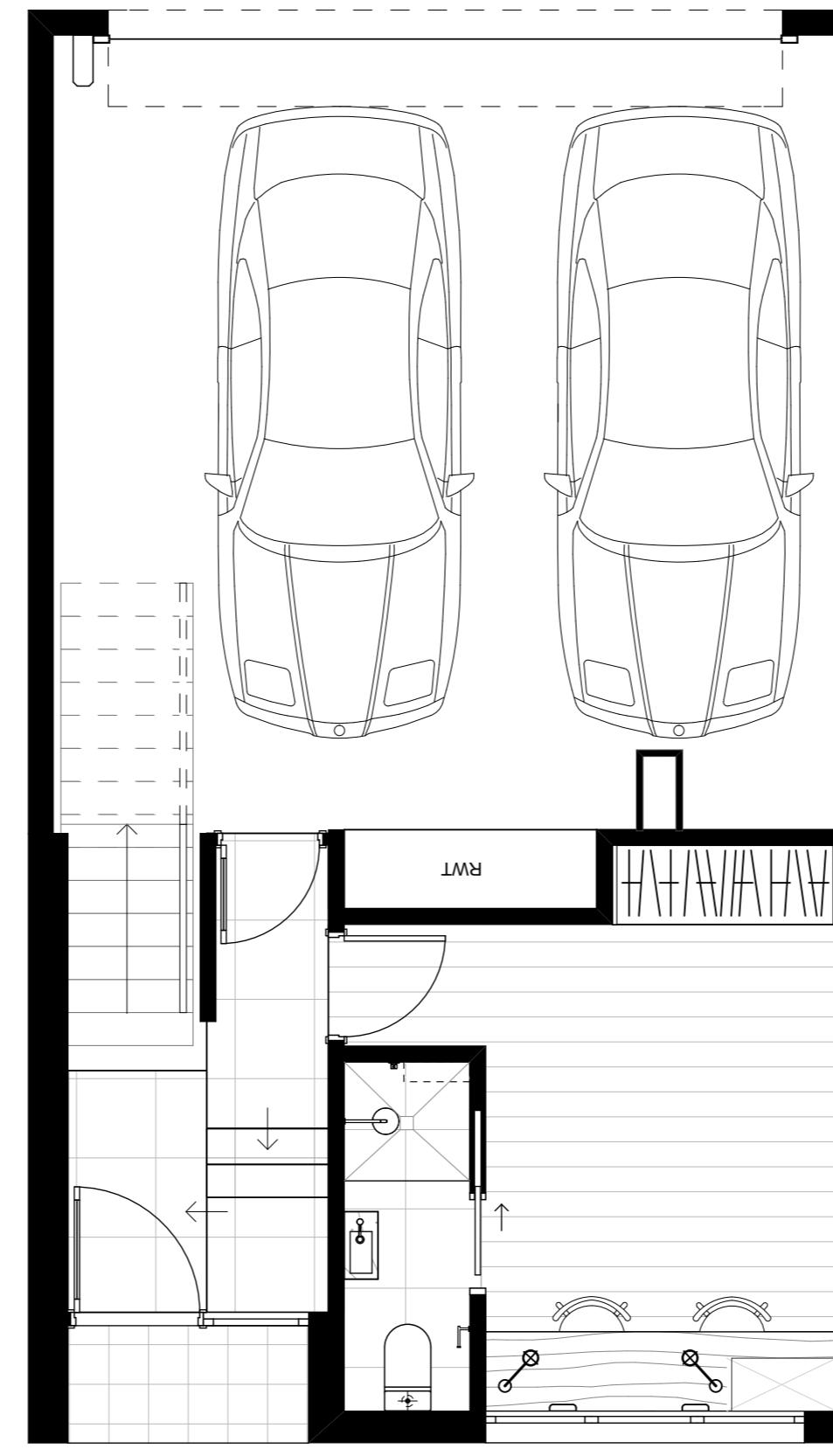
161 m² APARTMENT AREA
38 m² GARAGE
16 m² P.O.S



0. Ground Floor Plan - New
1:50



1. First Floor Plan - New
1:50



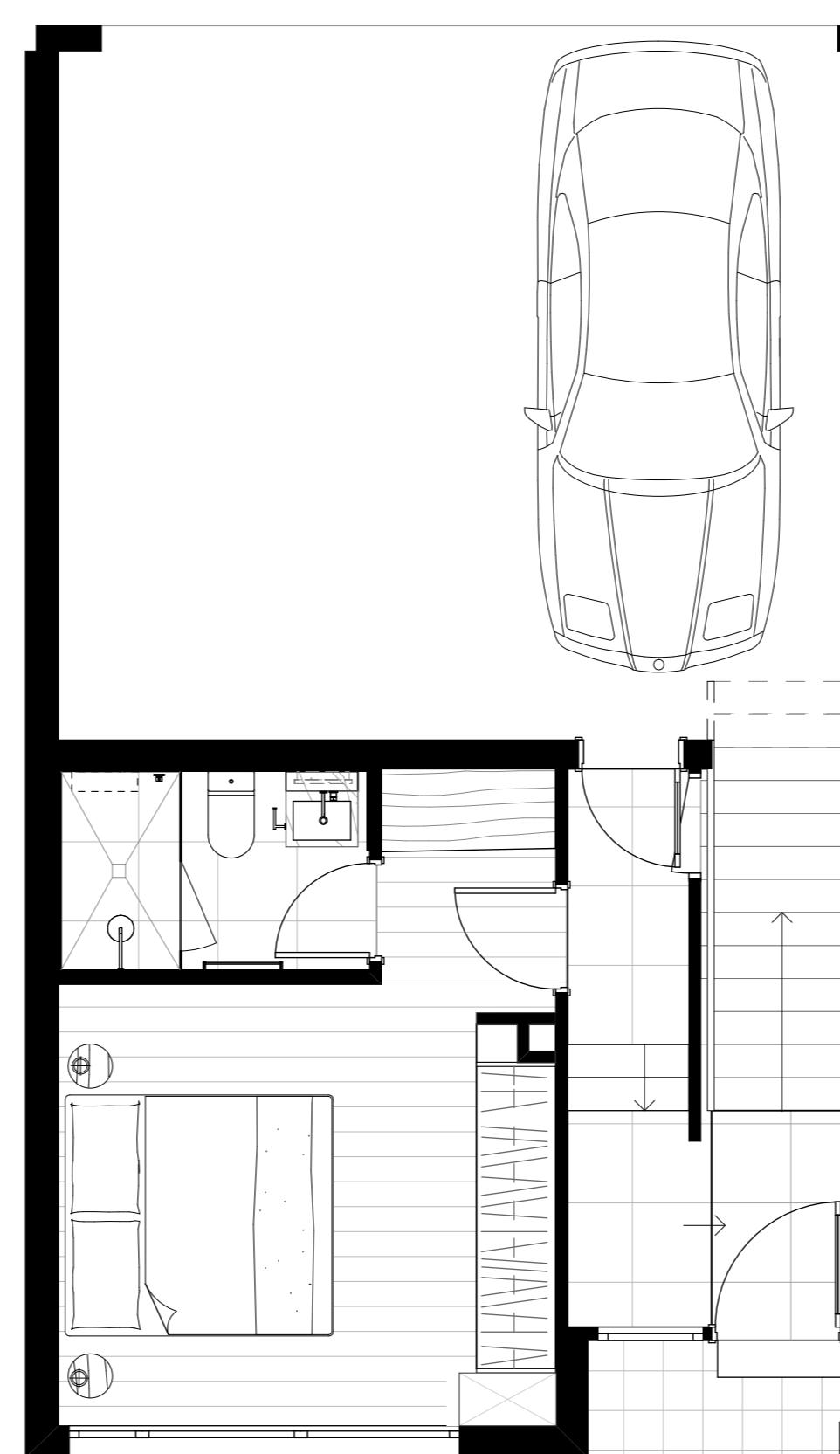
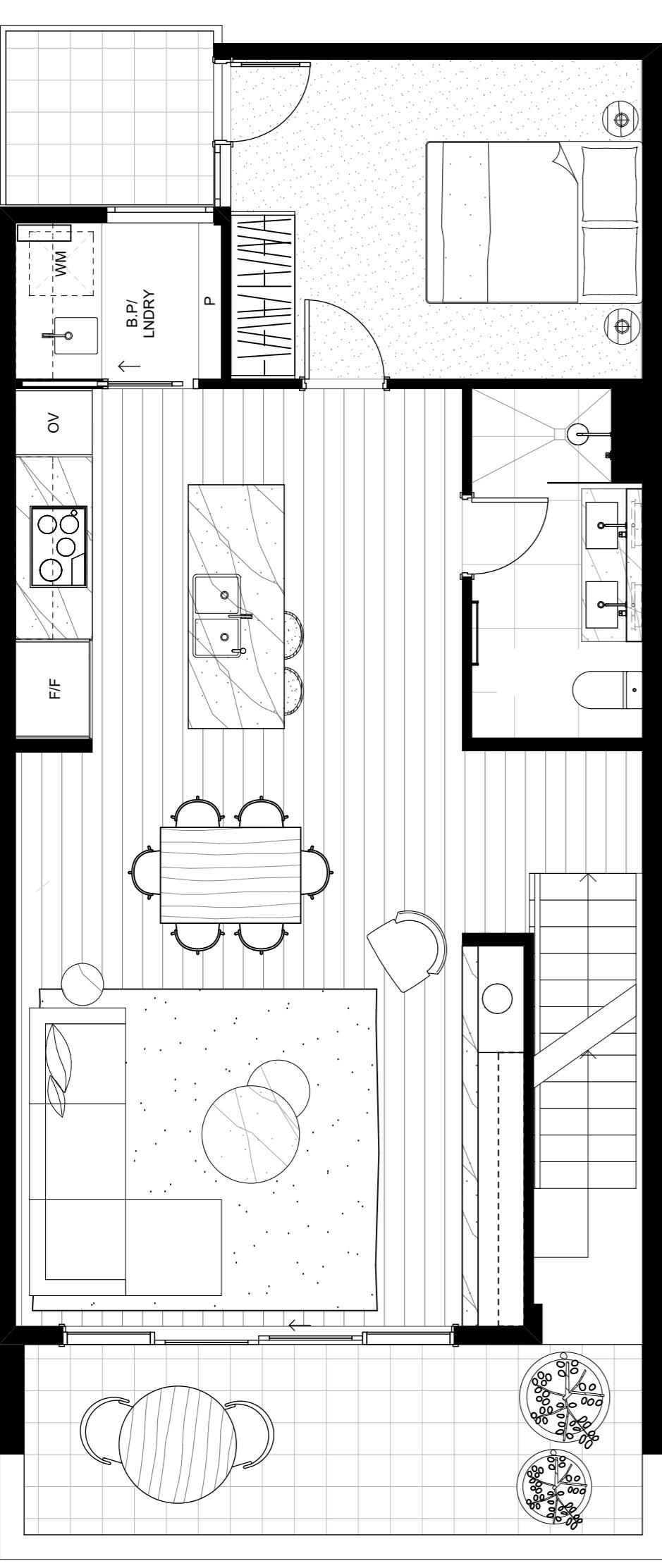
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Ref	Description	Date
69-89	Type Street, Richmond, 3121	

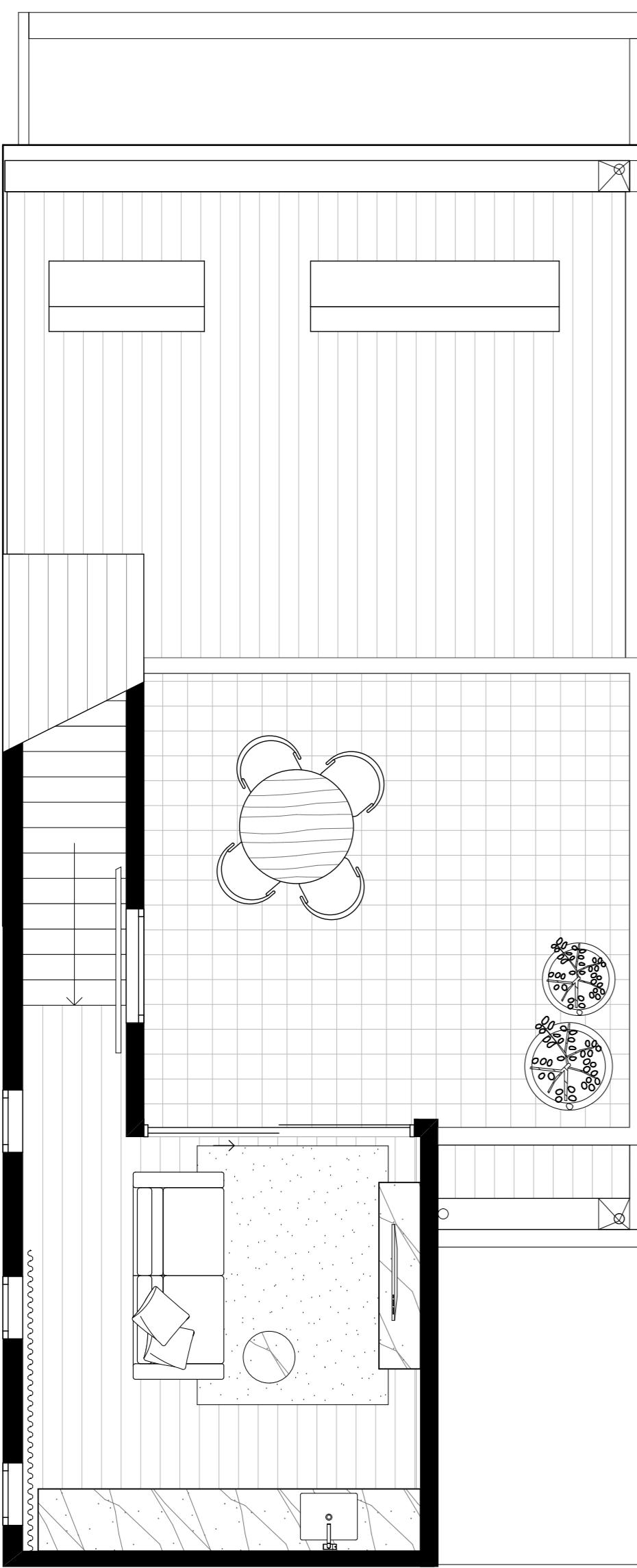
STUDIO TATE		
69-89	Type Street, Richmond, 3121	

Type Street	Drawing Scale @ A1
69-89	69-89 Type Street, Richmond, 3121
Drawing Title	
Checked By	
Date Potted	
Project Number	
Layout ID	18008
Revision	A

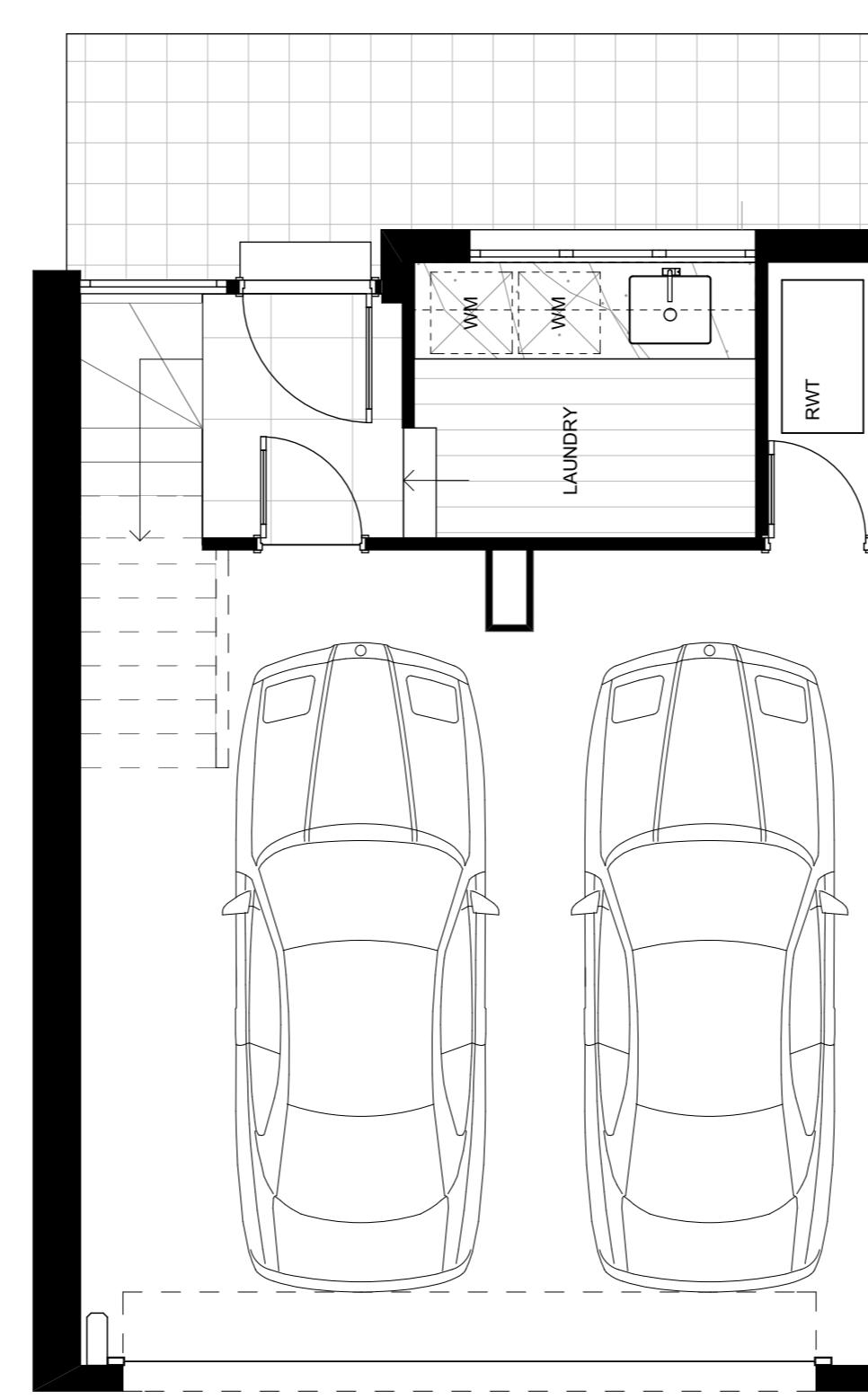
Drawn by AS Drawing Scale @ A1
1:50, 1:50
Checked by AH Date Potted 4/07/2018
Revision A

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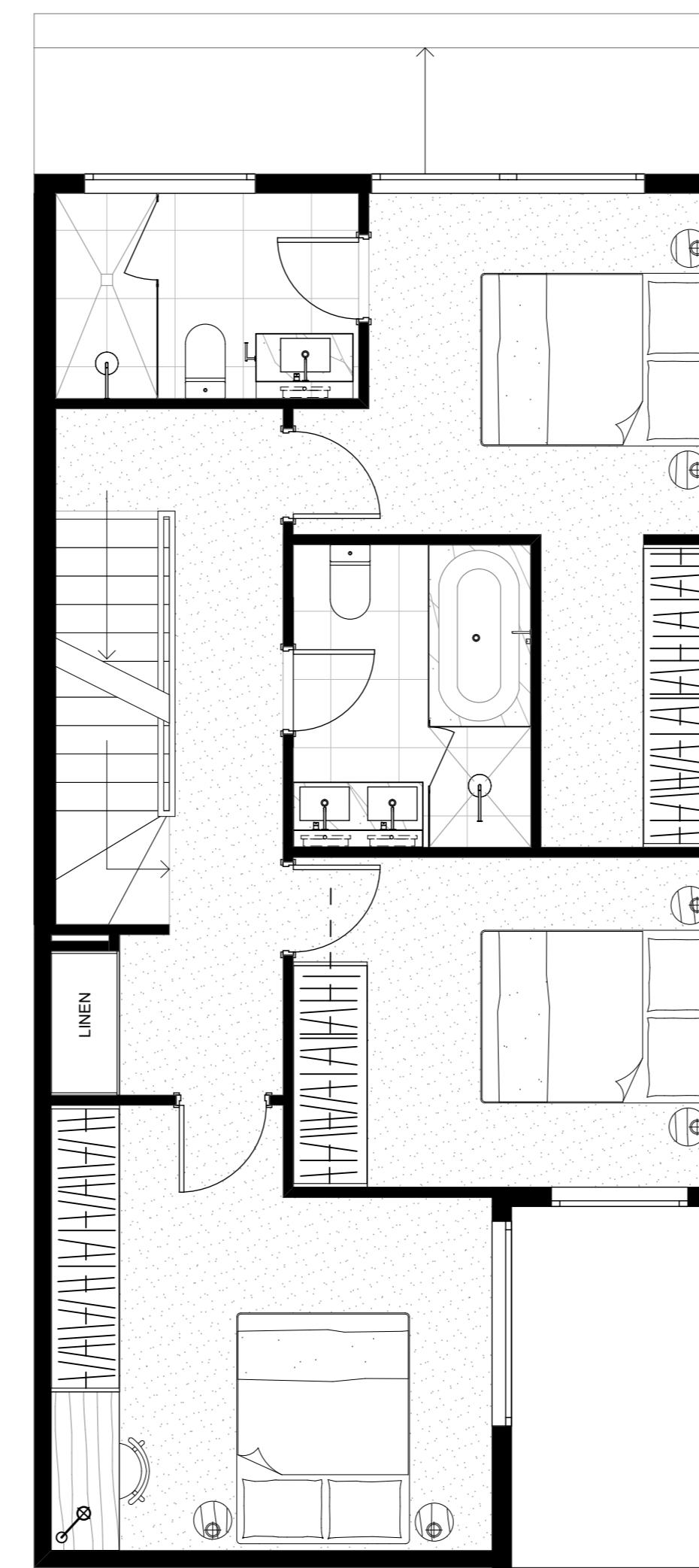
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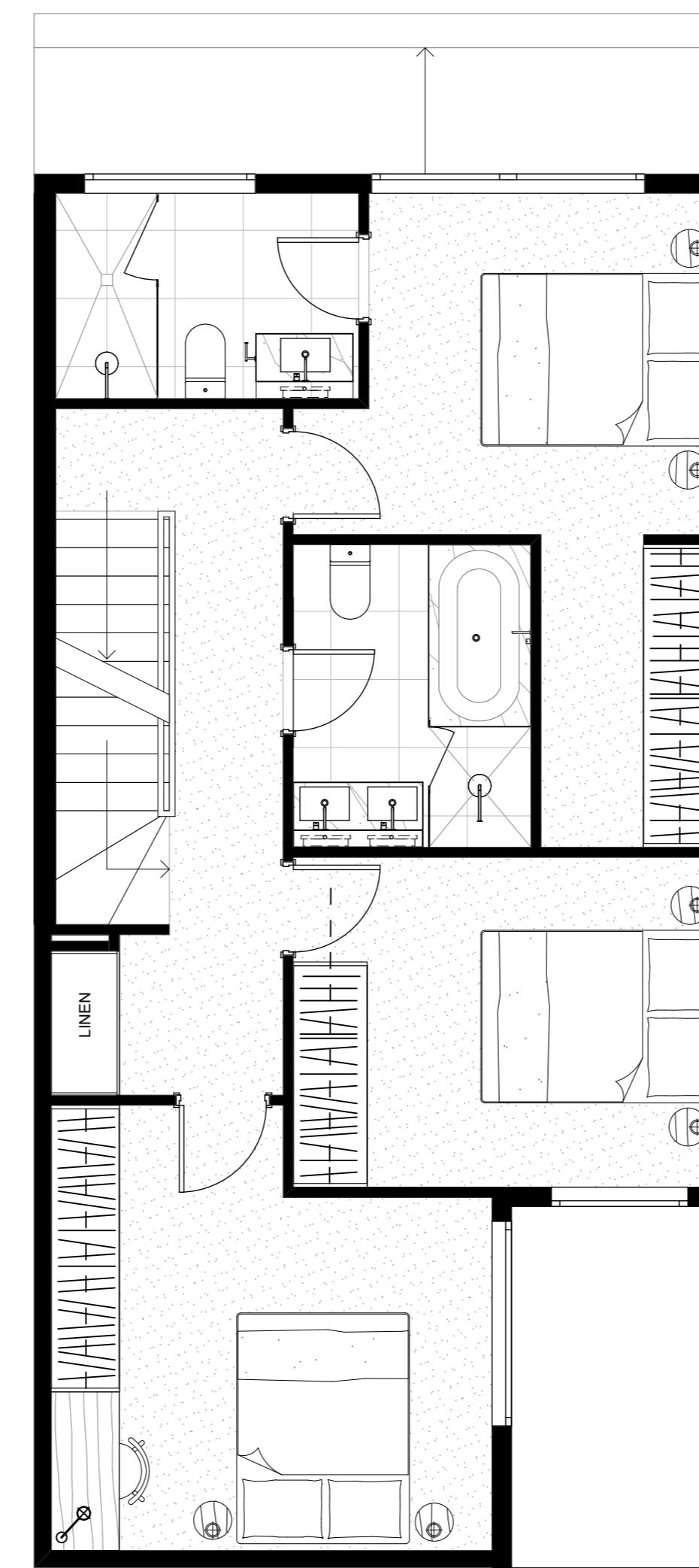
1. First Floor Plan - New
1:50



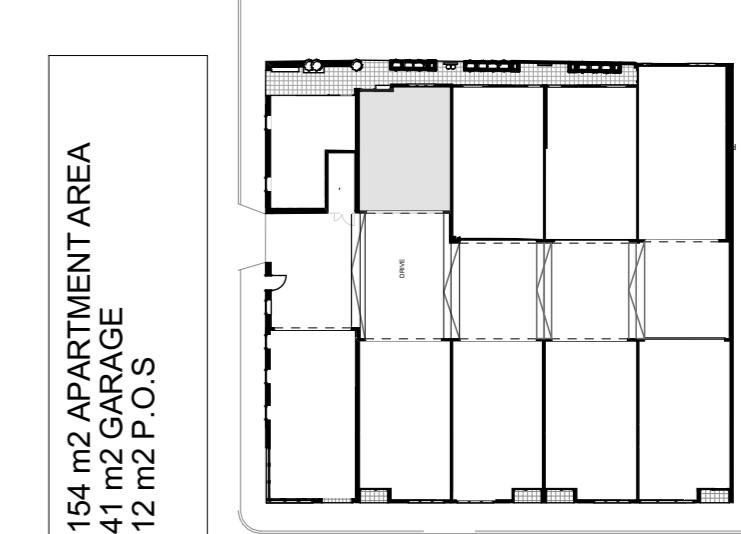
0 Ground Floor Plan - New
1:50



2. Second Floor Plan - New
1:50



3. Third Floor Plan - New
1:50



154 m² APARTMENT AREA
42 m² GARAGE
12 m² P.O.S

Ref	Description	Date
	Revision History	

Ref	Description	Date
	Revision History	

Ref	Description	Date
	Revision History	

Ref	Description	Date
	Revision History	

Type Street	Drawing Scale @ A1
69-89 Type Street, Richmond, 321	1:50, 1:50
Drawing Title	
Checked By	
AH	4/07/2018
Project Number	18008
Layout ID	ID006
Revision	A

Drawn by	Drawing Scale @ A1
AS	1:50, 1:50
Checked By	
AH	4/07/2018
Project Number	
Layout ID	
Revision	

Drawn by	Drawing Scale @ A1
AS	1:50, 1:50
Checked By	
AH	4/07/2018
Project Number	
Layout ID	
Revision	

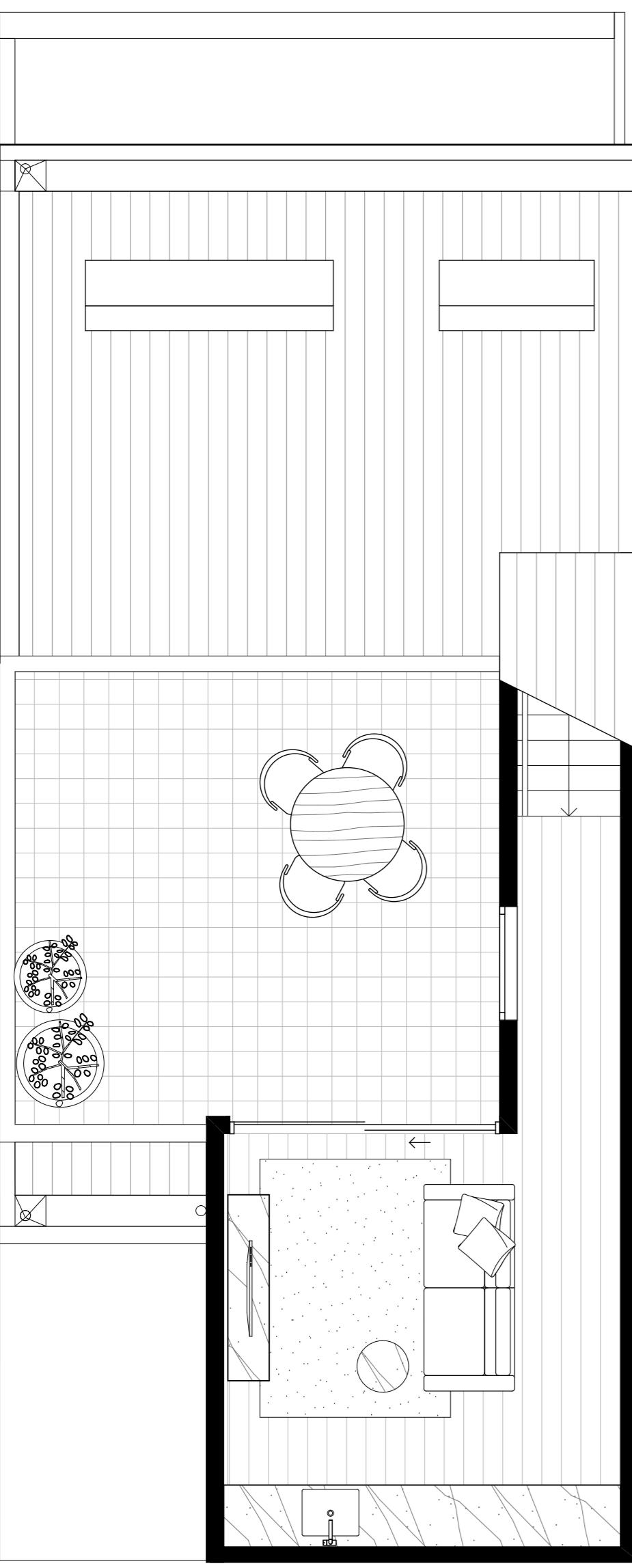
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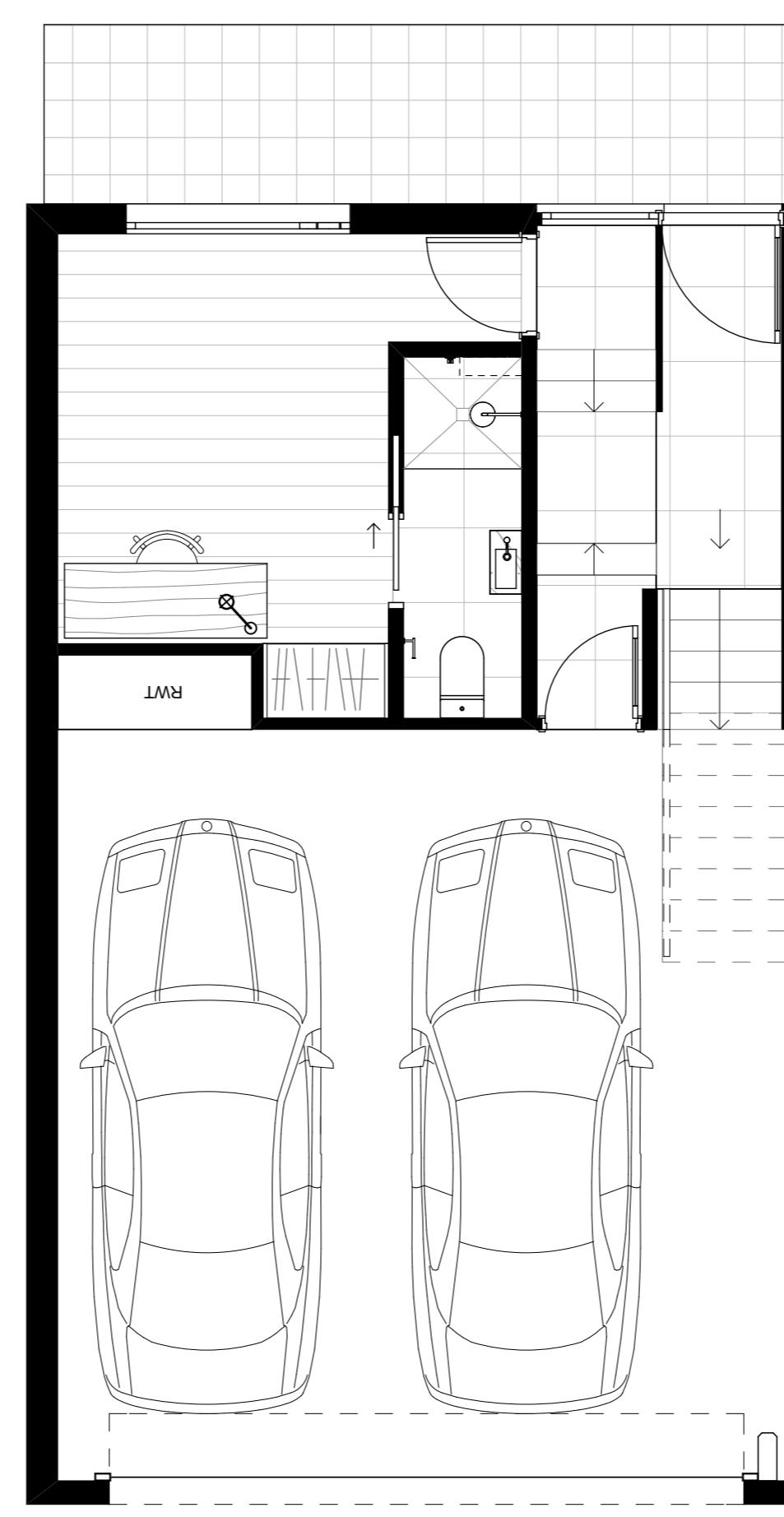
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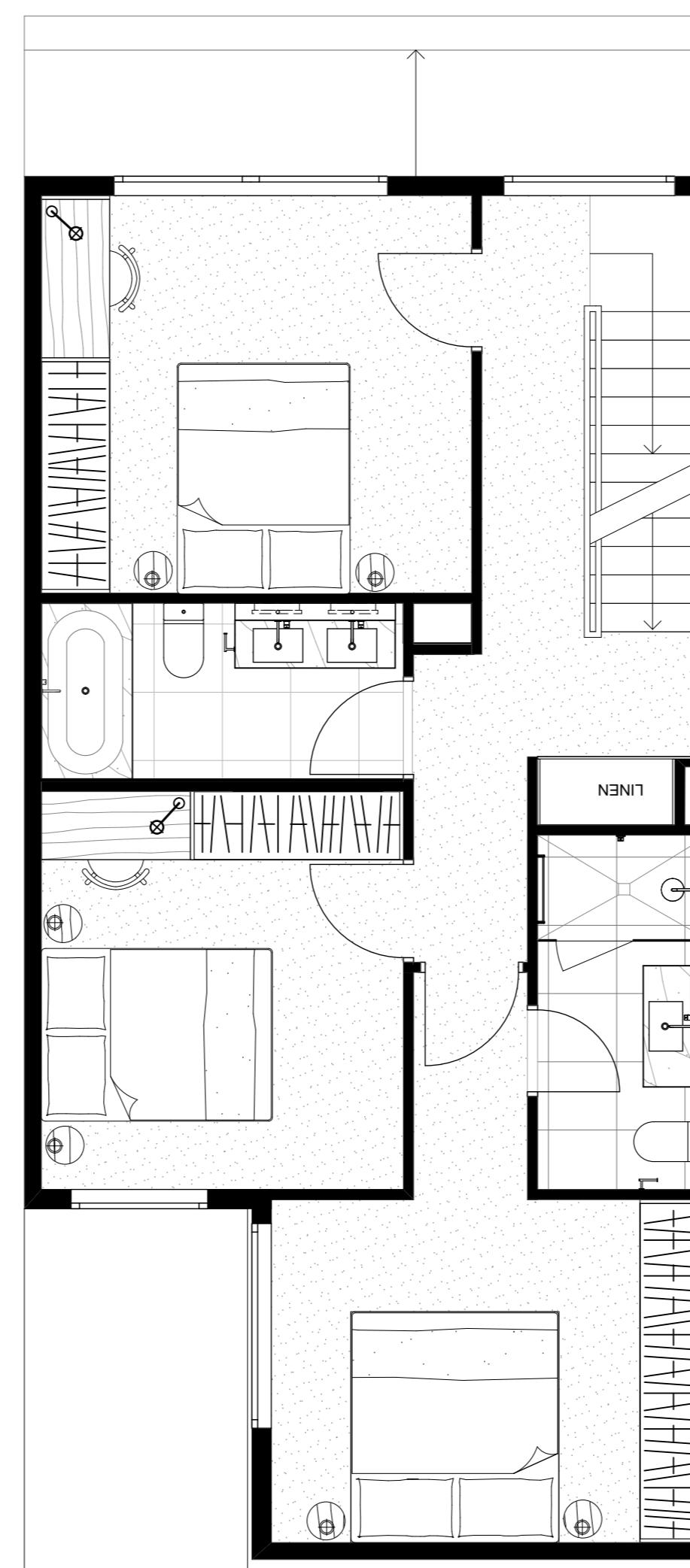
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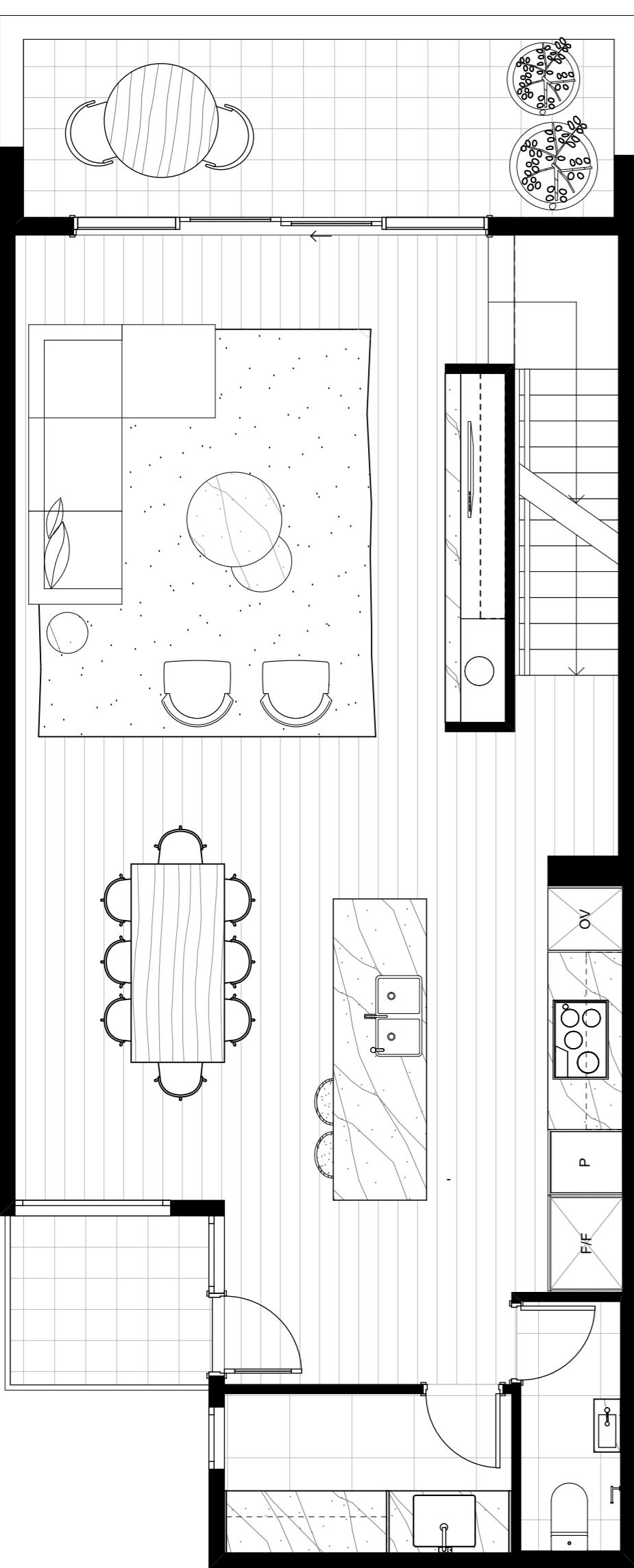
1. First Floor Plan - New
1:50



0. Ground Floor Plan - New
1:50



2. Second Floor Plan - New
1:50



3. Third Floor Plan - New
1:50



167 m² APARTMENT AREA
38 m² GARAGE
16 m² P.O.S

Ref	Description	Date
69-89	Type Street, Richmond, 3121 Drawing Title	6/07/2018

STUDIO TATE

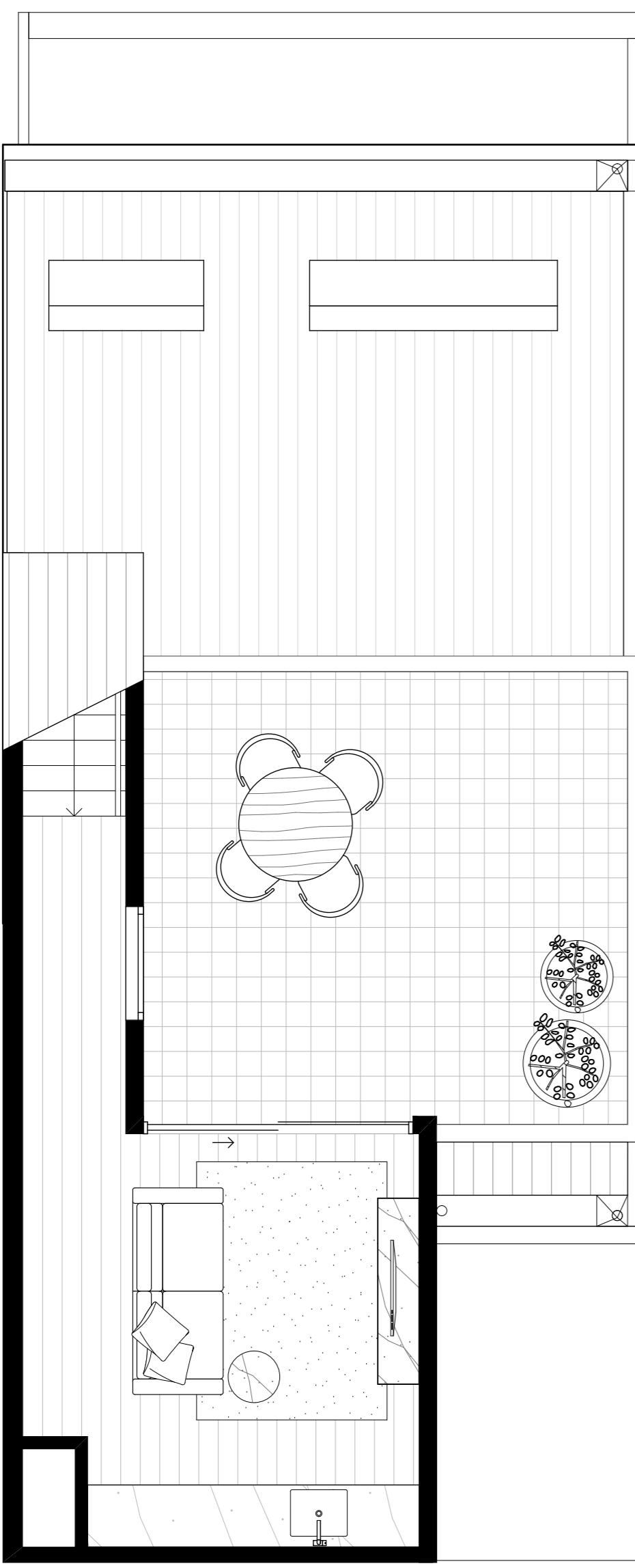
Type Street	Drawing Scale @ A1
69-89	Type Street, Richmond, 3121
Checked By	AH
Date Potted	4/07/2018
Project Number	18008

Drawn by	Drawing Scale @ A1
AS	1:50, 1:500
Checked By	AH
Date Potted	4/07/2018
Layout ID	ID0.07
Revision	A

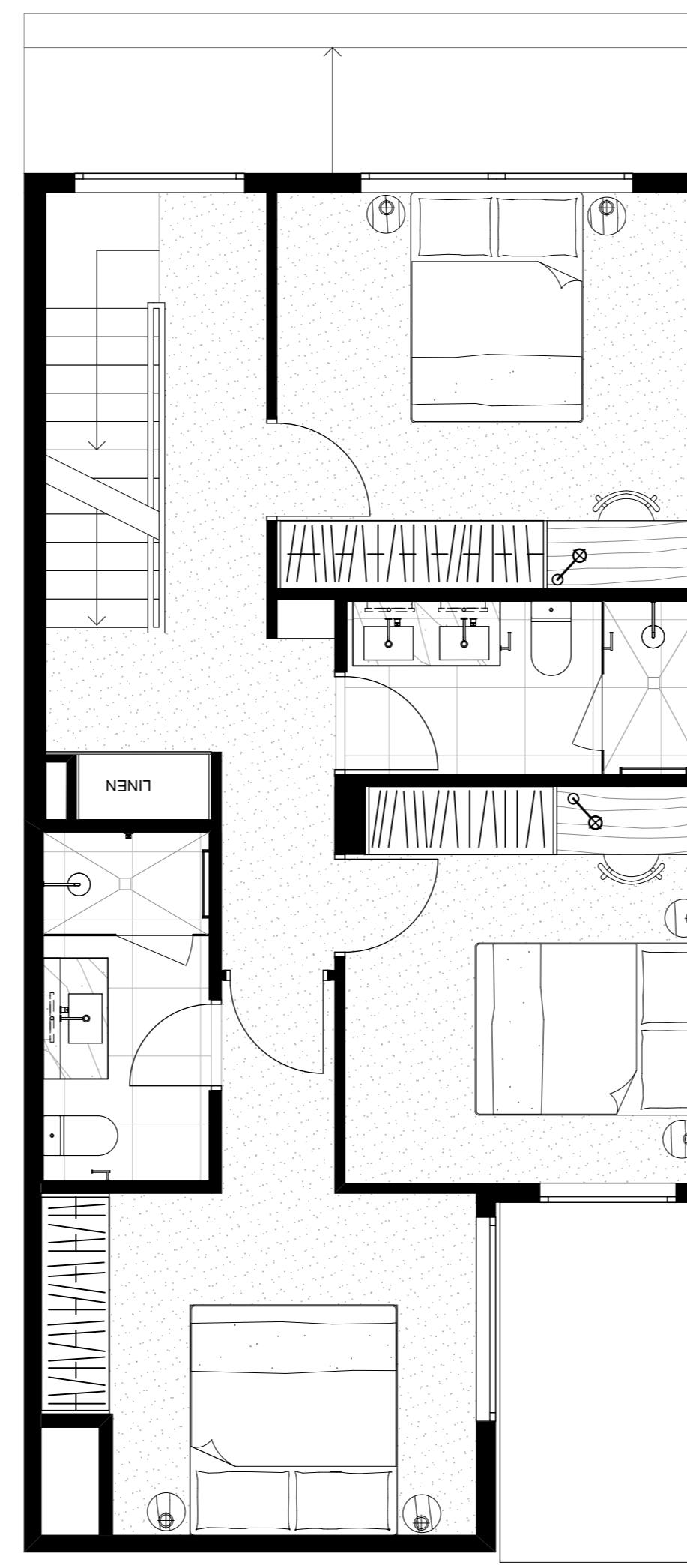
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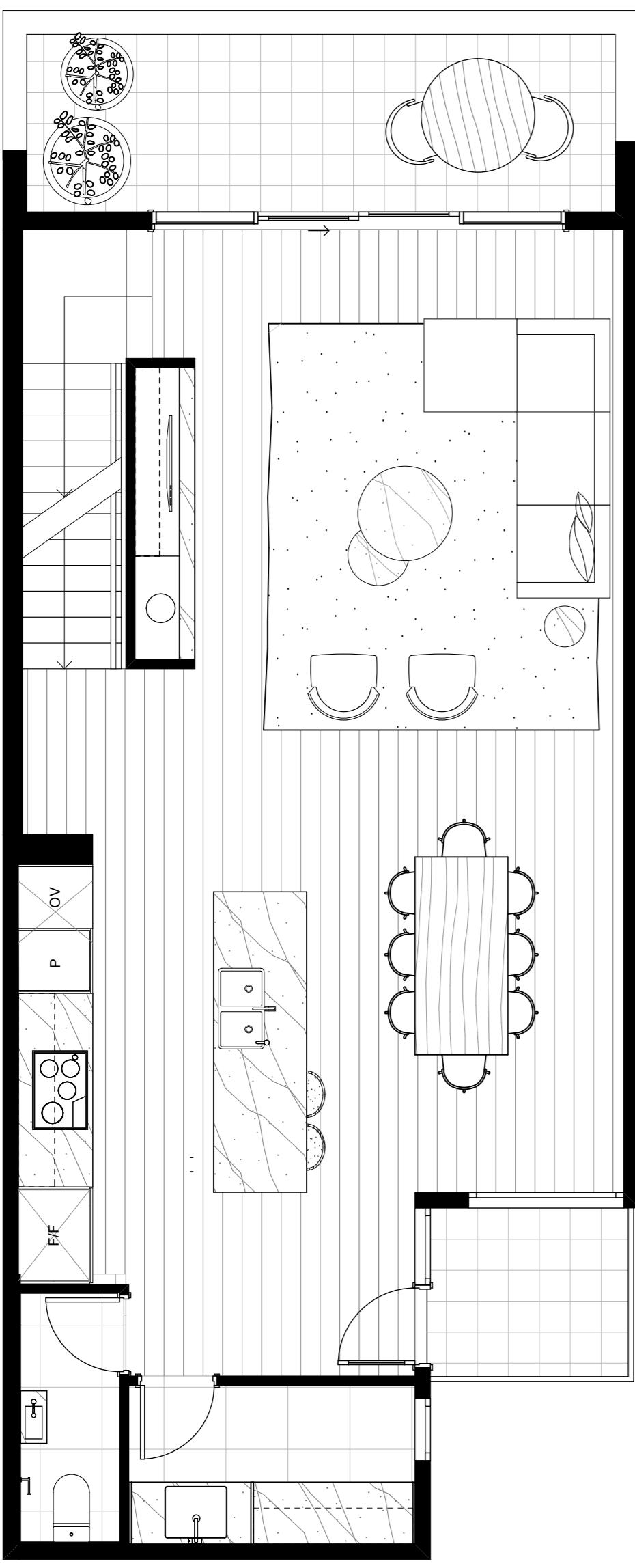
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Drawing Title		
TOWNHOUSE TYPES MARKETING PLAN NEW (TYPE C1) - U8		
Project Number		
18008		
Drawing Scale @ A1 1:50, 1:500		
Checked By AH 4/07/2018		
Revised A		
Drawing by AS		
Date Plotted		
4/07/2018		
Layout ID ID008		
Revision A		



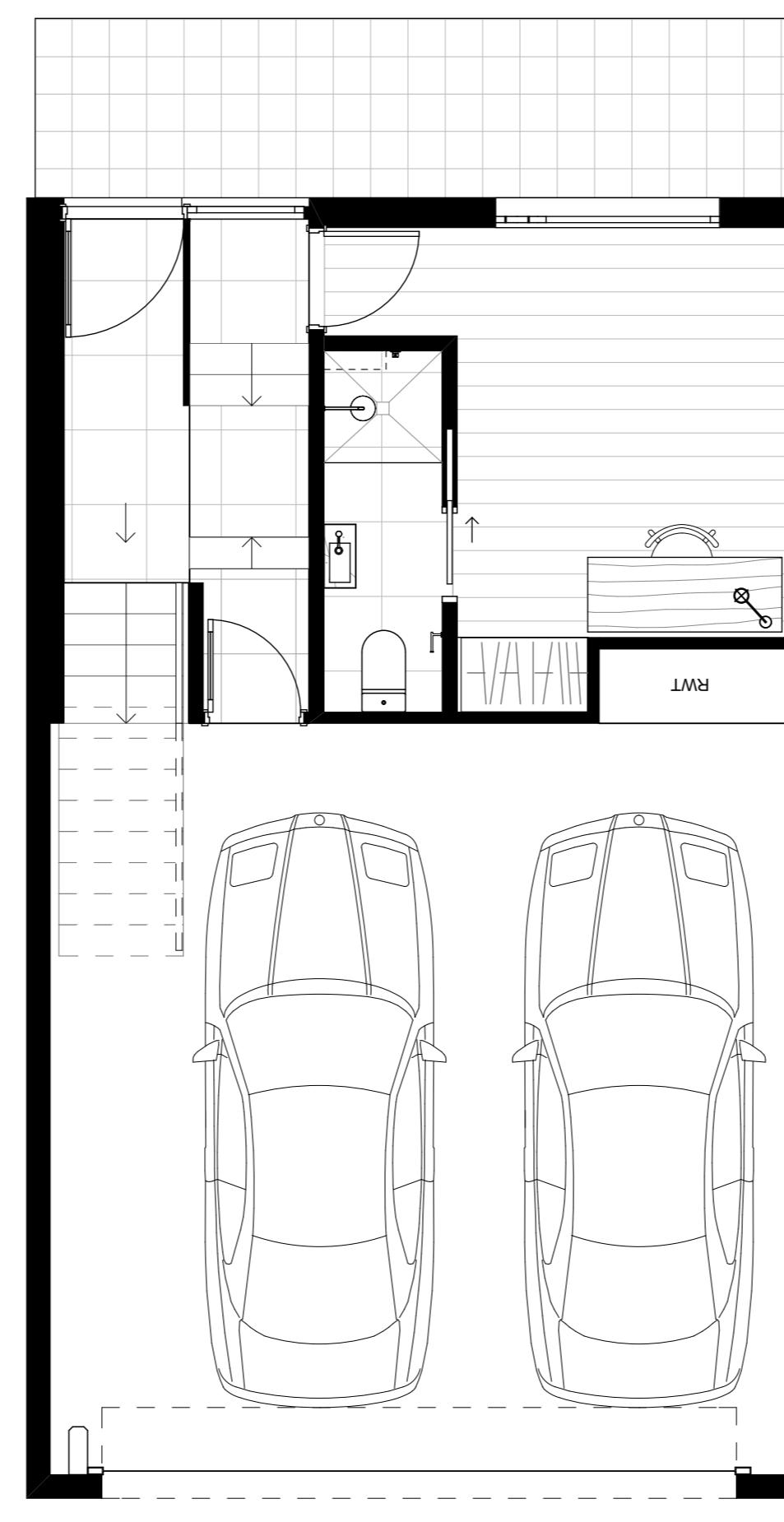
3. Third Floor Plan - New
1:50



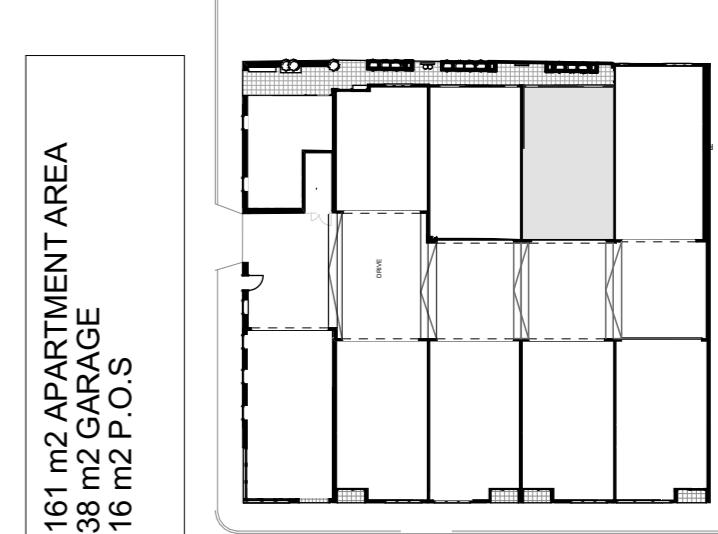
2. Second Floor Plan - New
1:50



1. First Floor Plan - New
1:50



0. Ground Floor Plan - New
1:50



161 m² APARTMENT AREA
38 m² GARAGE
16 m² P.O.S

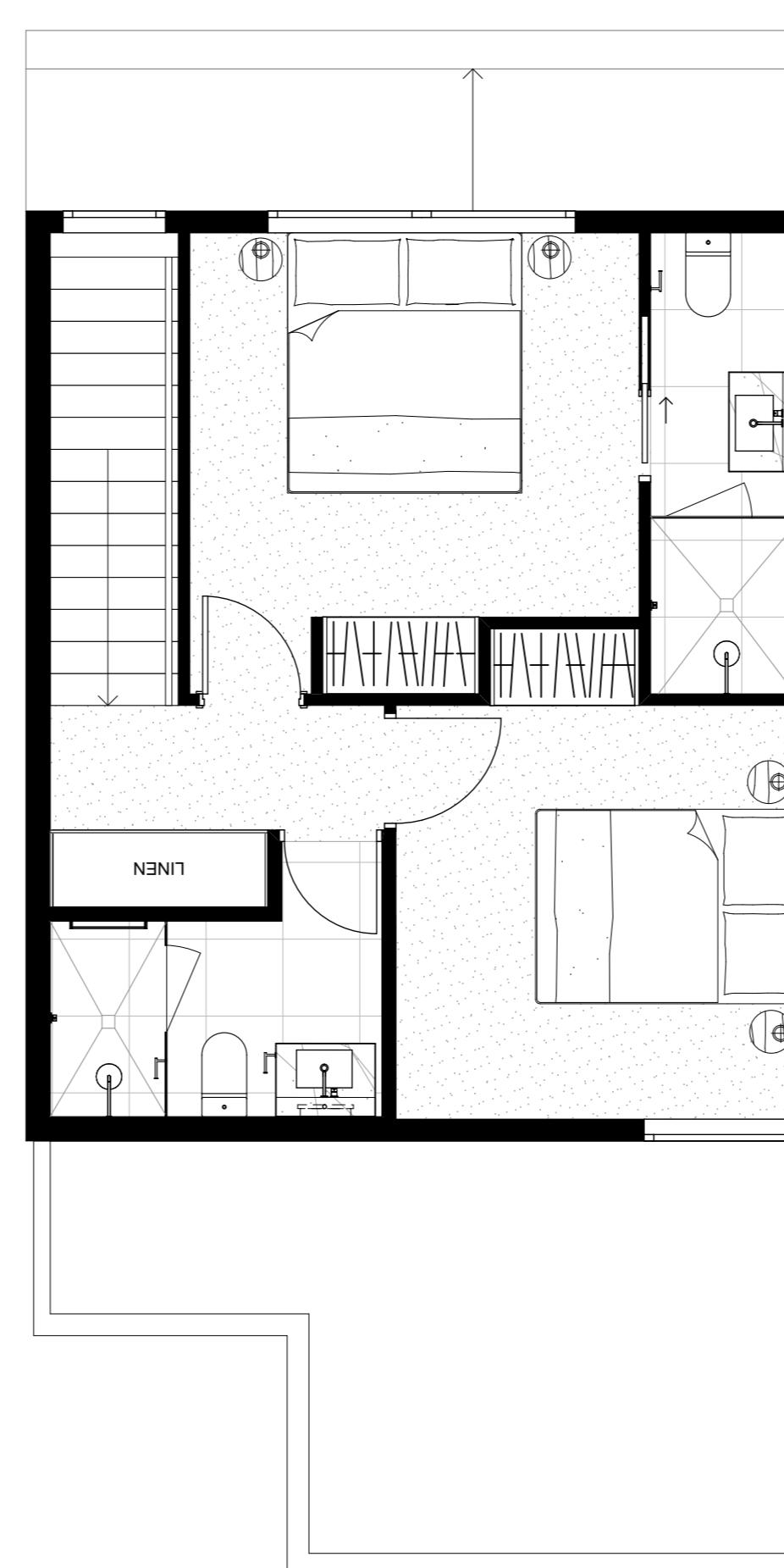
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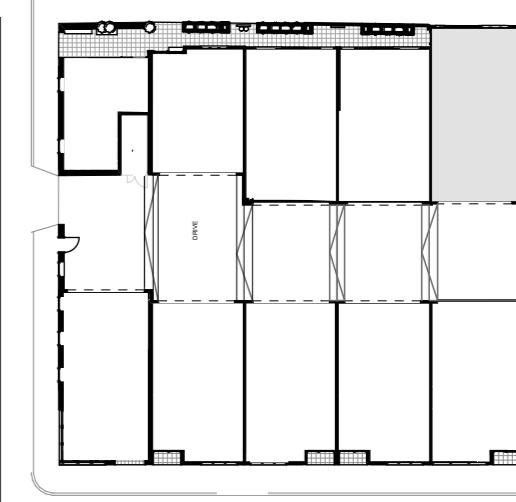
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construction purposes until issued by Studio Tafe for
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Ref	Description	Date
	Revision History	
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Type Street		
69-89 Type Street, Richmond, 3121		
Drawing Scale @ A1		
1:50, 1:500		
Checked By AH		
Date Piloted 4/07/2018		
Project Number 18008		
Drawing Title		
TOWNHOUSE TYPES MARKETING PLAN- NEW (TYPE E) - U9		
Revised By		
Layout ID ID009		
Revision A		

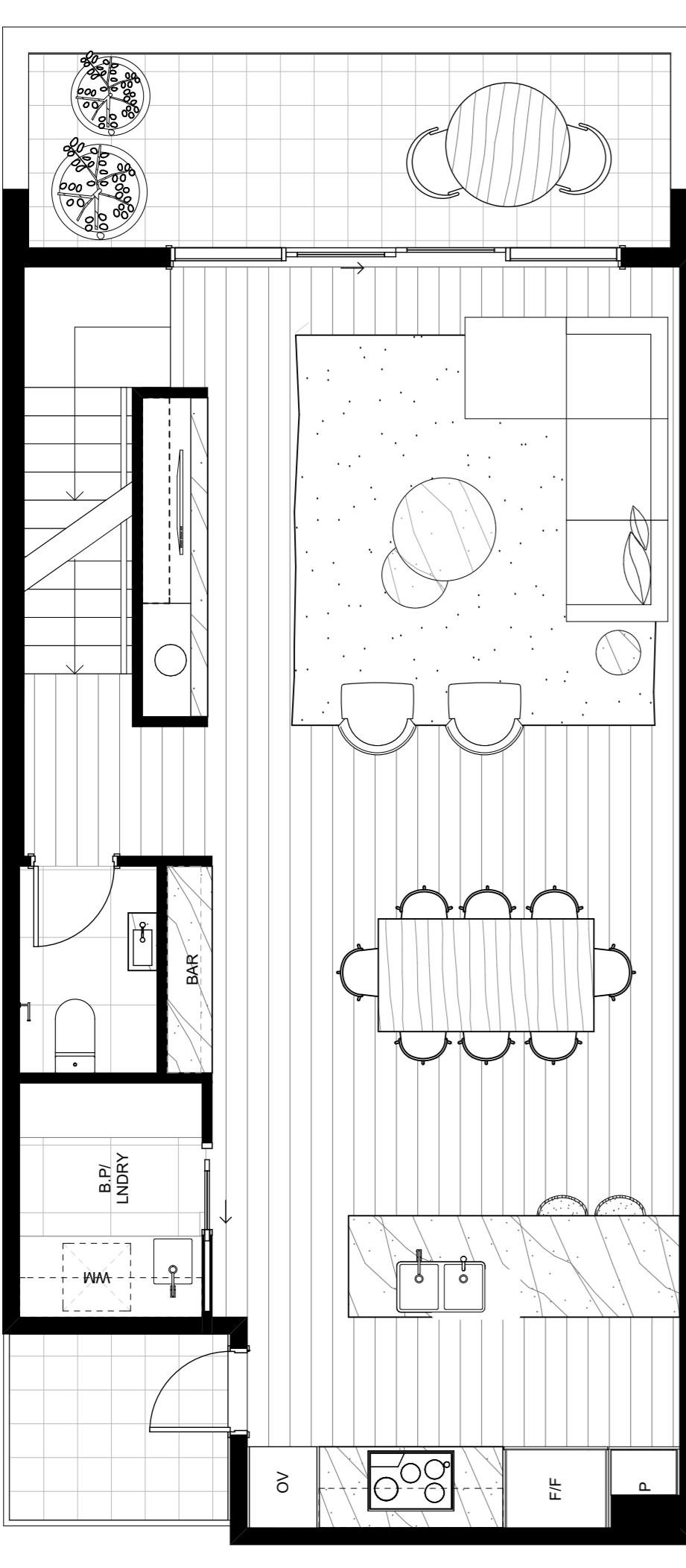


2. Second Floor Plan - New
1:50

148 m² APARTMENT AREA
38 m² GARAGE
12 m² P.O.S



0. Ground Floor Plan - New
1:50



1. First Floor Plan - New
1:50

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construction purposes until issued by Studio Tate for
construction.

Ref	Description	Date
Revision History		

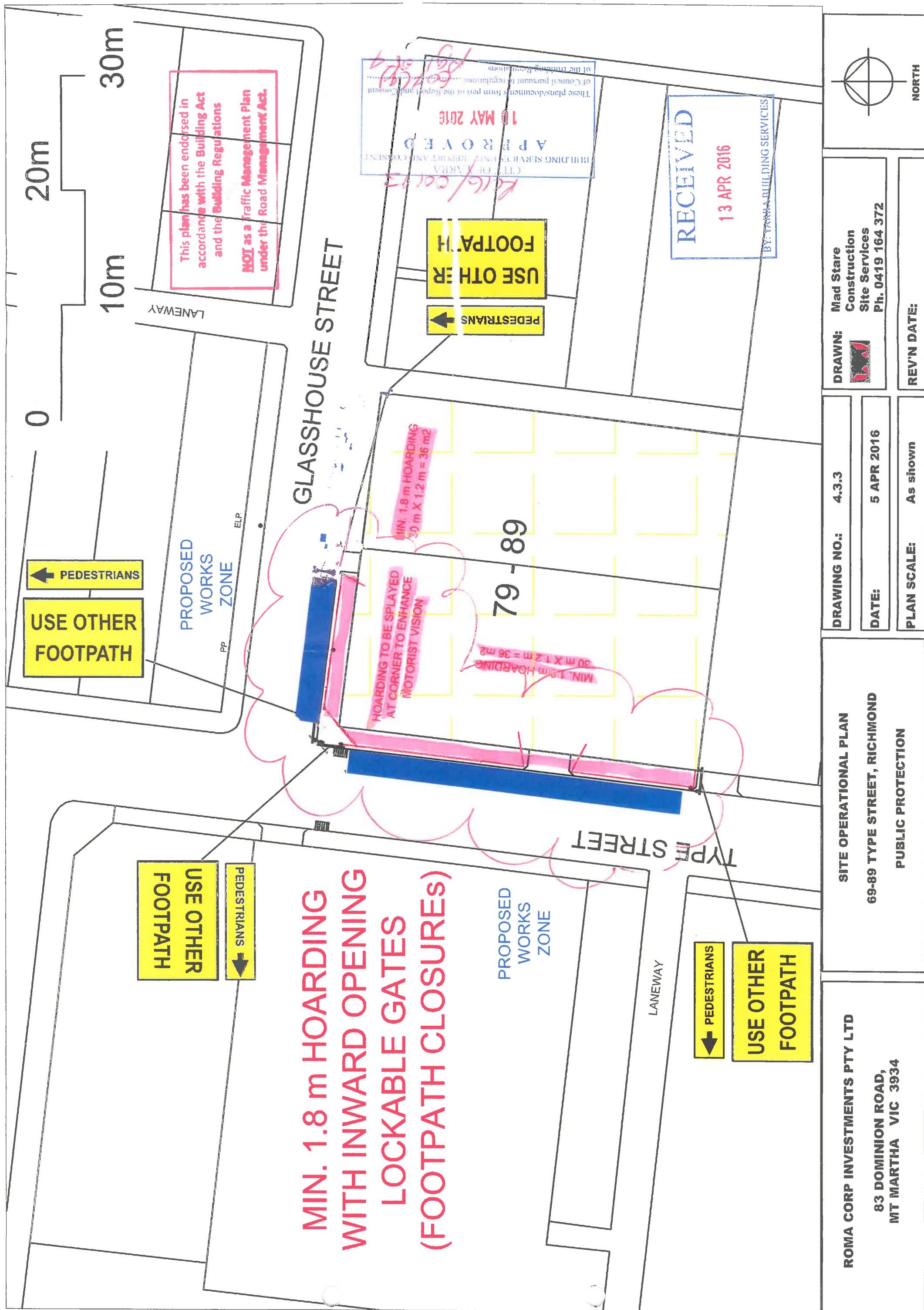
STUDIO TATE



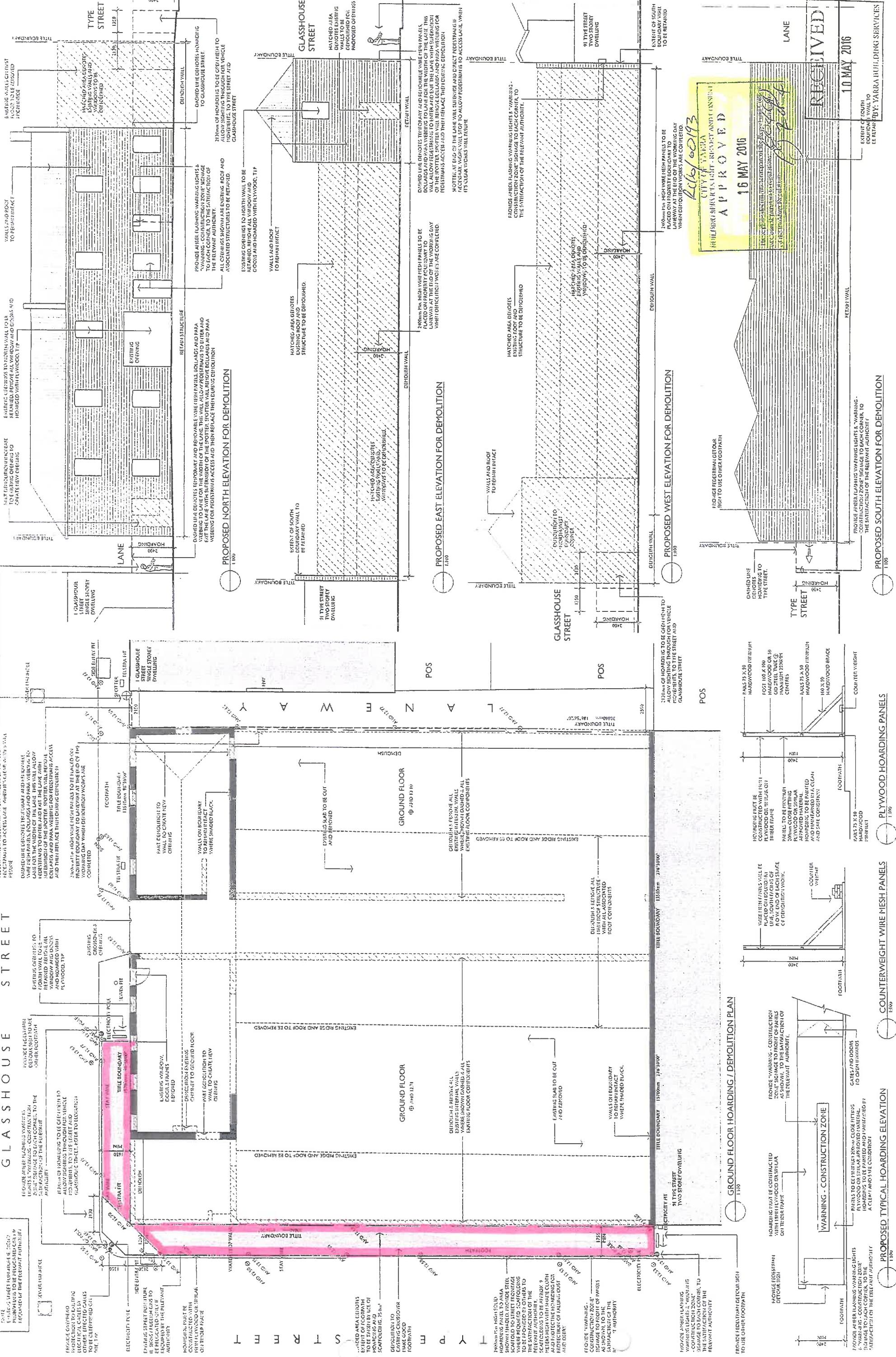
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Drawing Title	
TOWNHOUSE TYPES MARKETING FLOOR PLATES	

Project Number	18008	Drawing Scale @ A1	1:100
Drawn by	AS	Checked by	AH
4/07/2018	4/07/2018		
Layout ID	ID.10	Revision	A





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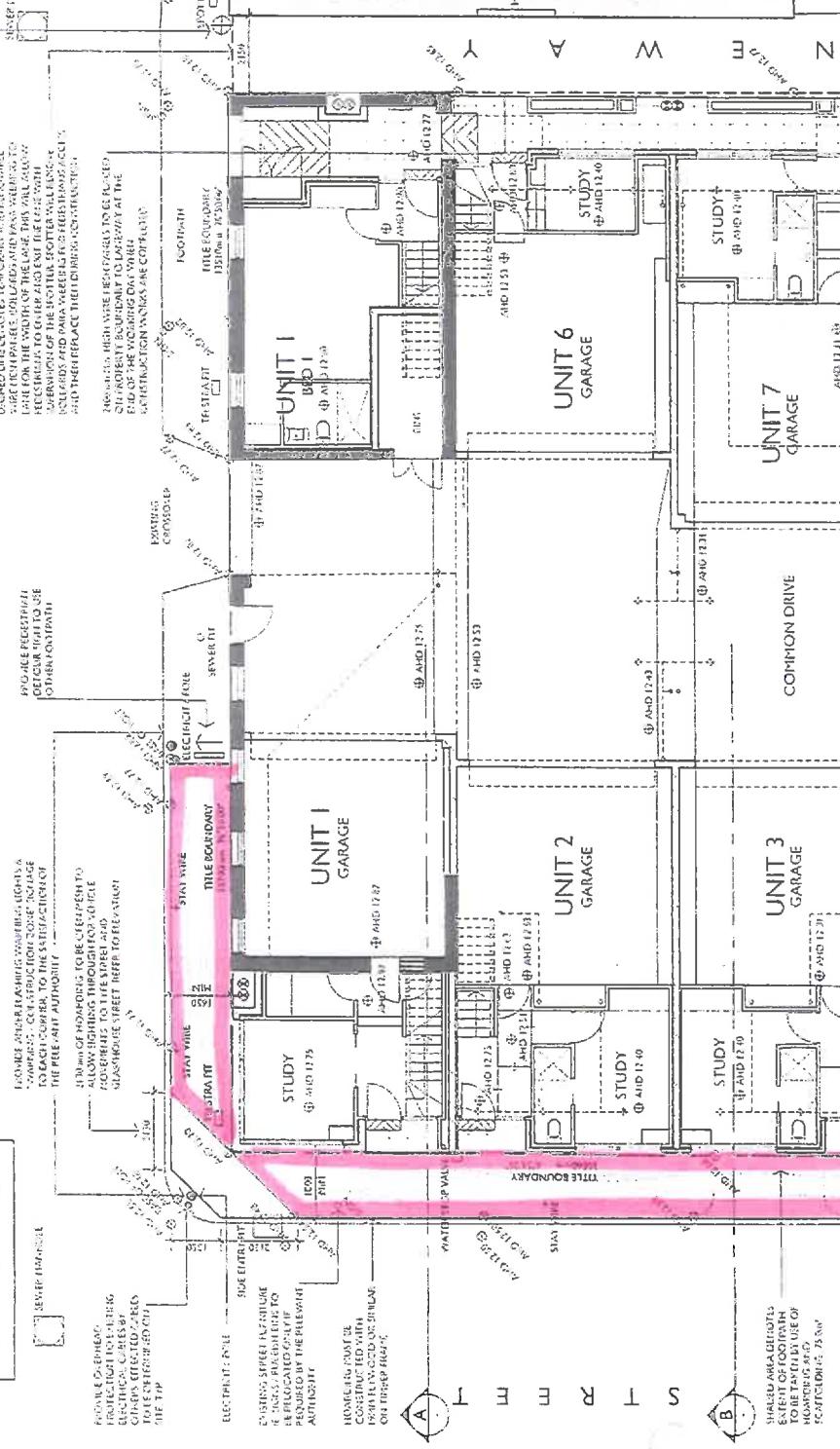


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Residential Development at 69-89 Type Street, Richmond	10 MAY 2016	10 MAY 2016	C
Roma Corp Investments P/L	10 MAY 2016	10 MAY 2016	C
Ground Floor Hoarding / Demolition Plan	10 MAY 2016	10 MAY 2016	C
MICELI OLDFIELD SINTON ARCHITECTS	10 MAY 2016	10 MAY 2016	C
3 York Place, Carlton Victoria 3053	10 MAY 2016	10 MAY 2016	C
info@micelisintons.com.au	10 MAY 2016	10 MAY 2016	C
www.micelisintons.com.au	10 MAY 2016	10 MAY 2016	C

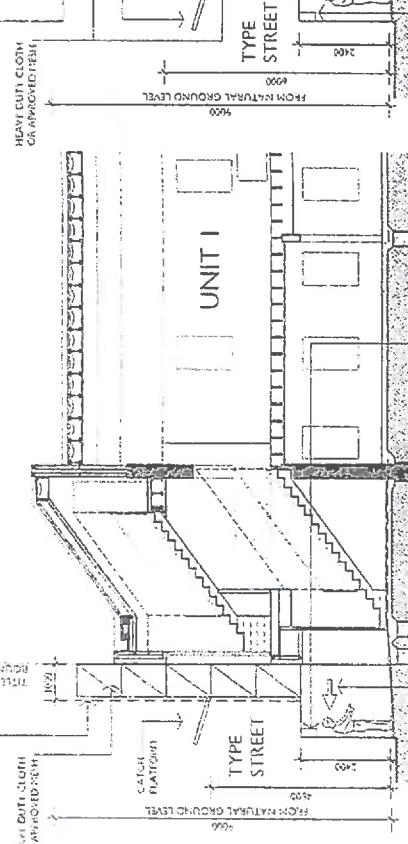
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RESIDENTIAL DEVELOPMENT FOR GLENWOOD RESIDENCES
PENNSYLVANIA, USA - 2016

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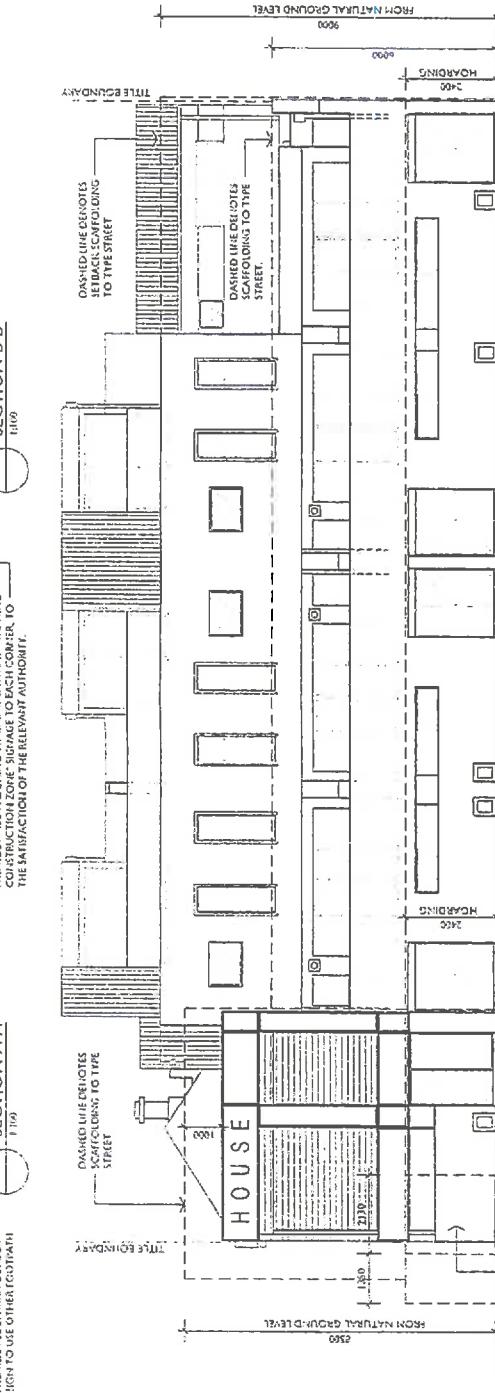


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SECTION A-A

SECTION B-B



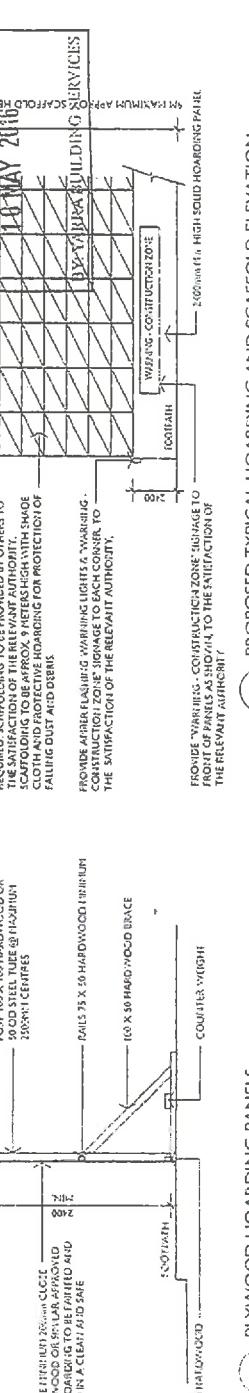
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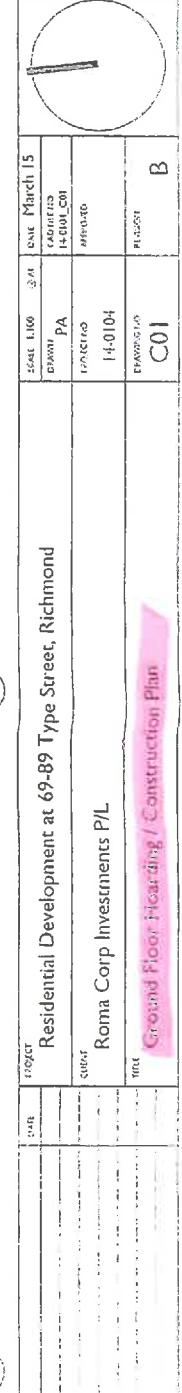
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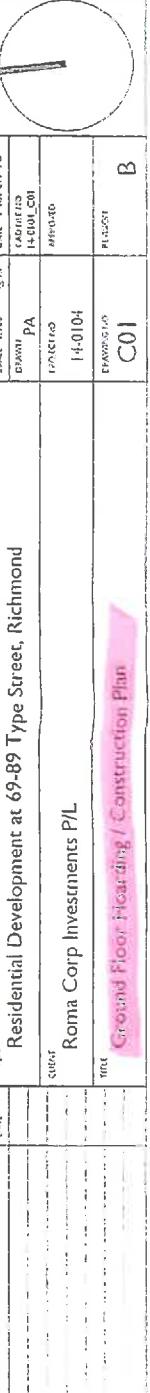
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PROPOSED TYPICAL HOARDING AND SCAFFOLD ELEVATION



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PROPOSED TYPICAL HOARDING ELEVATION

MICELI OLDFIELD SINTON

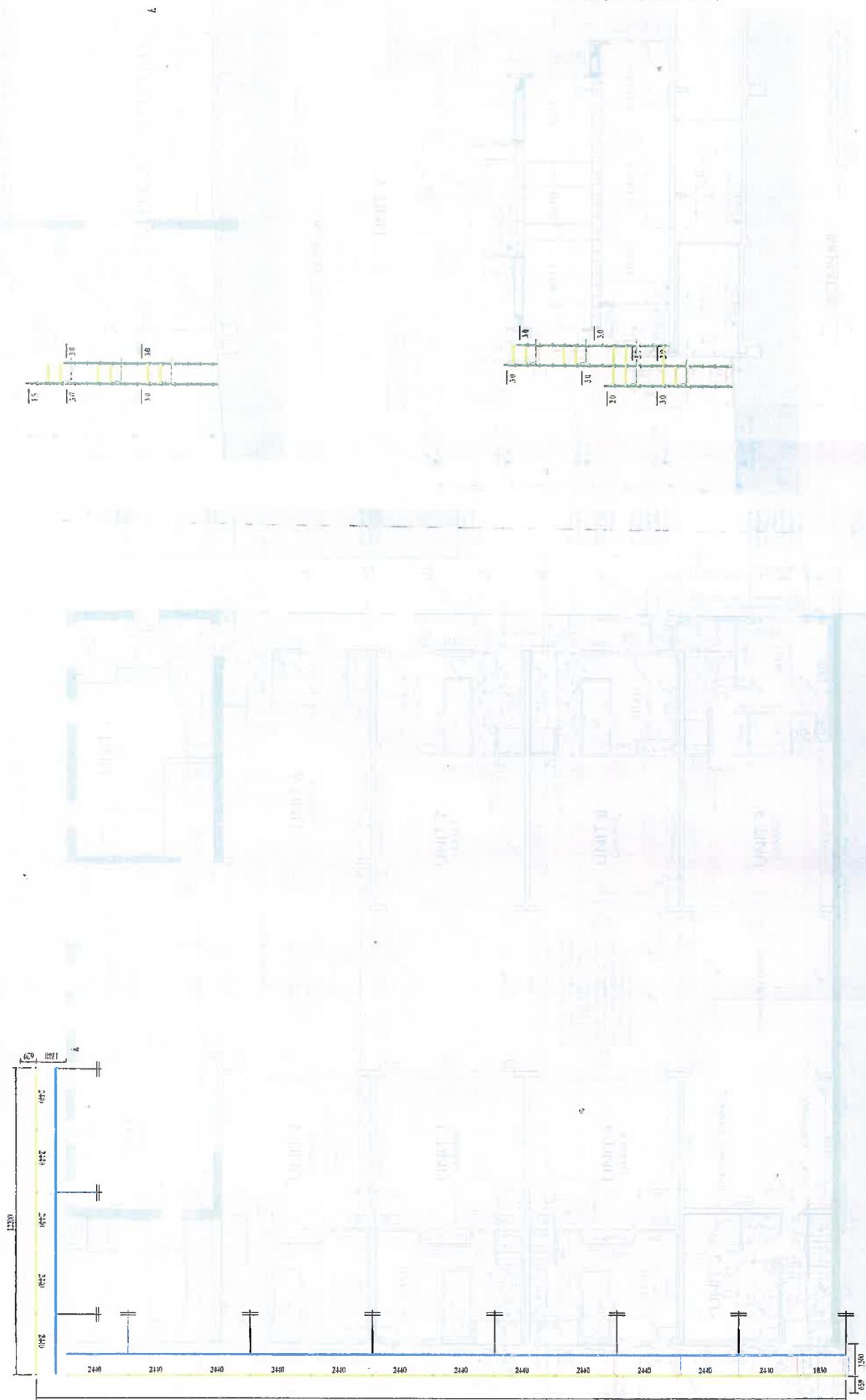
ARCHITECTS

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www.oldfieldsinton.com.au



RECEIVED
13 MAY 2016
BY: YARRA BUILDING SERVICES

Re 16/00193
CITY OF YARRA
BUILDING SERVICES (M&F) REPORT AND CONSENT
A P P R O V E D
16 MAY 2016
These plans are deemed to be part of the Report and Consent
of Exemption Pursuant to regulations
of the Building Regulations

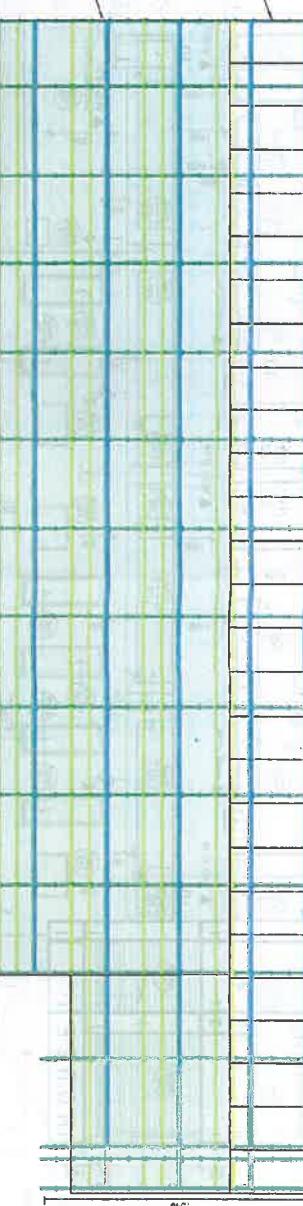
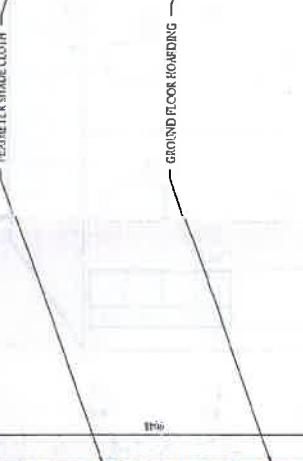
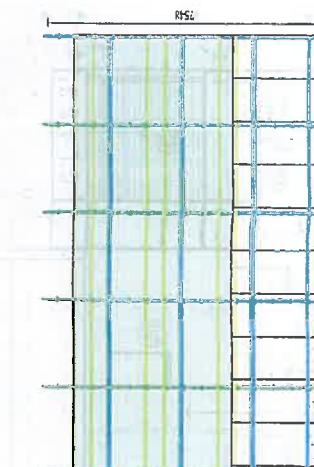
Bob Lly

Ref.	Document	Date
None	None	None



Ref.	Document	Date
None	None	None

MOSS Building Services
100-102 Pitt Street, Sydney NSW 2000
02 8523 1111
www.mossbuildingservices.com.au



Annexure C

Owners Corporation Rules

Owners Corporation Rules

Owners Corporation No. 1 on Plan of Subdivision PS 806041T

Glassworks
69-89 Type Street
RICHMOND VIC 3121

Table of Contents

A.	RECITAL	3
B.	DEFINITIONS	3
C.	INTERPRETATION	5
1.	HEALTH, SAFETY AND SECURITY	6
1.1	GENERAL	6
1.2	SAFETY OF CHILDREN, INCLUDING THEIR EXCLUSION FROM AREAS THAT MAY BE UNSAFE FOR THEM OR RESTRICTING ACTIVITIES THAT MAY BE UNSAFE	7
1.3	STORAGE AND USE OF FLAMMABLE LIQUIDS AND DANGEROUS SUBSTANCES AND MATERIALS	7
1.4	WASTE DISPOSAL	7
2.	COMMITTEES AND SUB-COMMITTEES	7
2.1	FUNCTIONS, POWERS AND REPORTING OF THE COMMITTEES AND SUBCOMMITTEES	7
3.	MANAGEMENT AND ADMINISTRATION	8
3.1	METERING OR SERVICES AND APPORTIONMENT OF COSTS OF SERVICES	8
3.2	COMMON PROPERTY AND SERVICES	8
3.3	RIGHTS OF THE DEVELOPER	9
4.	USE OF COMMON PROPERTY	10
4.1	GENERAL	10
4.2	ANIMALS	11
4.3	SIGNAGE	11
4.4	MOVING OF CERTAIN ARTICLES	11
4.5	DEPOSIT OF RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY	12
4.6	VEHICLES AND PARKING ON COMMON PROPERTY	12
4.7	DAMAGES TO COMMON PROPERTY	13
4.8	FENCING ON COMMON PROPERTY	14
5.	LOTS	14
5.1	CHANGE OF USE OF LOTS	14
5.2	EXTERNAL APPEARANCE OF LOTS	14

Owners Corporation Rules
Owners Corporation No. 1 on Plan of Subdivision PS 806041T
69-89 Type Street, Richmond

5.2.1 GENERAL.....	14
5.2.2 BALCONIES, PRIVATE GARDENS, TERRACES.....	15
5.2.3 AWNINGS, FLYWIRE SCREENS, WINDOW FURNISHINGS.....	15
5.3 RENOVATIONS	16
5.4 SHORT TERM OCCUPANCY OF RESIDENTIAL LOTS	16
6. DESIGN CONSTRUCTION AND LANDSCAPING.....	16
6.1 BUILDING WORKS	16
6.2 REQUIRING NOTICE TO OWNERS CORPORATION OF ANY RENOVATIONS TO LOTS	17
6.3 TIME WITHIN WORK ON LOTS CAN BE CARRIED OUT.....	17
7. BEHAVIOUR OF PERSONS.....	18
7.1 BEHAVIOUR OF OWNERS, OCCUPIERS AND INVITEES ON COMMON PROPERTY	18
7.2 NOISE AND OTHER NUISANCE CONTROL.....	18
8. DISPUTE RESOLUTION.....	18
8.1 GRIEVANCE PROCEDURE.....	18

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 Glassworks.

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.

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

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 69-89 Type Street, RICHMOND, 3121 designated as common property on the Plan.

Developer means 'BRW Financial Pty Ltd' ACN 100 561 359 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 Glassworks 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. PS 806041T.

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 rule 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 Property. 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 Glassworks.

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.

Owners Corporation Rules
Owners Corporation No. 1 on Plan of Subdivision PS 806041T
69-89 Type Street, Richmond

- 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.
- 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

Owners Corporation Rules
Owners Corporation No. 1 on Plan of Subdivision PS 806041T
69-89 Type Street, Richmond

- 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-liscence 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.

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.

Owners Corporation Rules
Owners Corporation No. 1 on Plan of Subdivision PS 806041T
69-89 Type Street, Richmond

- 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, 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.
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Annexure D

Deed of Novation

DEED OF NOVATION

THIS DEED OF NOVATION is dated the day of 201

BETWEEN: **BRW FINANCIAL PTY LTD ACN 100 561 359**
of Suite 6A, Level 1, Como Centre, 299 Toorak Road, South Yarra, Vic 3141
("Current Vendor")

AND:
of
("New Vendor")

AND:
of
("Purchaser")

RECITALS

- A. The Current Vendor and the Purchaser are parties to the Contract.
- B. The New Vendor is to be substituted for the Current Vendor under the Contract on the terms set out below.

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

In this Deed:

- (a) Contract means the Contract of Sale of Real Estate bearing the Contract Date made between the Current Vendor and the Purchaser in respect of the Lot;
- (b) Contract Date means the contract date as stated on the cover sheet to this Deed;
- (c) Lot means Lot on proposed Plan of Subdivision PS806041T being part of that piece of land more particularly described in Certificate of Title Volume 6465 Folio 877 and Volume 10842 Folio 540;
- (d) Capitalised terms or expressions which are defined in special condition 1 of and the Particulars of Sale to the Contract have the same meaning in this Deed.

1.2 Rules of Interpretation

The rules of interpretation set out in the special conditions of the Contract apply to this Deed as if set out in this Deed.

2. CONSIDERATION

Each party acknowledges that it has received valuable consideration for entering into this Deed and the Purchaser enters into this Deed in accordance with its obligations under the Contract.

3. NOVATION

The parties agree that the Contract is novated and the New Vendor is substituted as Vendor in the Contract as if it were a party thereto and that:

3.1 the:

- (a) New Vendor has rights against, and owes obligations to, the Purchaser in connection with the Contract; and
- (b) Purchaser has rights against, and owes obligations to, the New Vendor in connection with the Contract,

as if the New Vendor had always been a party to the Contract in place of the Current Vendor; and

3.2 the Purchaser and the Current Vendor have no rights against each other or obligations to each other in connection with the Contract.

4. NOTICES

The provisions of the Contract regarding the giving of notices apply to this Deed, as if set out in full here.

5. GENERAL

5.1 Governing Law

- (a) This document is governed by the law in force in Victoria.
- (b) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria, and any court that may hear appeals from any of those courts, for any proceedings in connection with this document, and waives any right it might have to claim that those courts are an inconvenient forum.

5.2 Giving effect to this Deed

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that any other party may reasonably require to give full effect to this document.

5.3 Amendment

This document can only be amended, supplemented, replaced or novated by another document signed by the parties.

5.4 Counterparts

This document may be executed in counterparts.

5.5 Attorneys

Each person who executes this document on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

* * * *

Executed as a deed and delivered on the date set out above.

EXECUTED by [INSERT NAME AND ACN] in)
accordance with Section 127 of the)
Corporations Act 2001 in the presence of:)

Director:

Name:

Address:

.....

Director:

Name:

Address:

.....

EXECUTED by [INSERT NAME AND ACN] in)
accordance with Section 127 of the)
Corporations Act 2001 in the presence of:)

Sole Director:

Name:

Address:

.....

SIGNED SEALED and DELIVERED by the said)
[INSERT NAME] in the presence of:)
[INSERT NAME]

Witness:

Name:

Address:

.....

Annexure E

Proxy Form

Owners Corporation Proxy Form

Schedule 1, Regulation 6, Owners Corporations Regulations 2007

OC 9 (12/07)

Under regulation 6 of the Owners Corporations Regulations 2007, I/We

Name(s) of Lot Owners

(Insert Purchaser/s Names)

Of (address)

(Insert Purchaser/s Address)

Being the owner(s) of lot(s)

Lot number(s)

(Insert Lot Number)

Authorise

Name of person

BRW FINANCIAL PTY LTD ACN 100 561 359

Of (address)

Suite 6A, Level 1, Como Centre, 299 Toorak Road, South Yarra, 3141

As my/our proxy:

- A. to attend, speak and vote in person on my/our behalf until (insert date until which proxy authorisation will be valid, up to a maximum period of 12 months)

12 months from the date of settlement of the Lot
Owners purchase of the Lot

Signed by (member(s) giving proxy)

Printed name(s)

Date

TISHER LINER FC LAW

Vendor Statement

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

This statement must be signed by the Vendor and given to the Purchaser before the Purchaser signs the Contract of Sale ("the Contract"). The Vendor may sign by electronic signature.

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

LAND:	Lot _____, 69-89 Type Street, Richmond Vic 3121	
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VENDOR'S NAME:	BRW Financial Pty Ltd ACN 100 561 359	Date: / / 2018
VENDOR'S SIGNATURE	

PURCHASER'S NAME:		Date: / / 2018
PURCHASER'S SIGNATURE	
PURCHASER'S NAME:		Date: / / 2018
PURCHASER'S SIGNATURE	

1. FINANCIAL MATTERS

1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)

- (a) Are contained in the certificates and documents attached to this Vendor Statement. As the Property is not separately rated as at the Day of Sale, the Vendor is unable to accurately ascertain the exact quantum of the outgoings that will apply to the property after Registration of the Plan.
- (b) There are NO amounts for which the Purchaser may become liable as a consequence of the sale of which the Vendor might reasonably be expected to have knowledge¹, other than any amounts described in this Vendor Statement.
- (c) The property is not yet separately rated and the attached rates certificates are issued for the land contained in Register Search Statement - Volume 6465 Folio 877 and Volume 10842 Folio 540. If at settlement, the property is not separately rated an adjustment of the rates and charges will be effected on a lot liability basis but subject at all times to the method of adjustment set out in the Contract of Sale for the Land.
- (d) After settlement of the Property, a supplementary valuation will issue for the Property which will result in a separate rate assessment being issued for the Property.

1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge:

\$ _____	to	_____	OR
----------	----	-------	----

Unless otherwise disclosed in the attached certificates and documents, none to the knowledge of the Vendor²

1.3 Terms Contract

This section 1.3 only applies if this Vendor Statement is in respect of a Terms Contract where the Purchaser is obliged to make 2 or more payments to the Vendor after the execution of the Contract and before the Purchaser is entitled to a conveyance or transfer of the Land.

Not Applicable

¹ Other than any GST payable in accordance with the Contract (if applicable)

² Other than in respect to any charges under the PPS Act (if any, where the Purchaser should make its own enquiries)

1.4 Sale Subject to Mortgage

This section 1.4 only applies if this Vendor Statement is in respect of a Contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the Purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this Vendor Statement is in respect of a Contract which does NOT provide for the land to remain at the risk of the Vendor until the Purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable

2.2 Owner - Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner builder within the preceding 6 years and section 137B of the *Building Act 1993 (Vic)* applies to the residence.

Not Applicable

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building, or on which building work has been carried out.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered) is in the attached copy documents referred to in item 13 of this Vendor Statement.

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

As far as the Vendor is aware, there are none.

3.2 Road Access

There is NO access to the property by road if the square box is marked with an "X"

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993 (Vic)* if the box is marked with an "X"

3.4 Planning Scheme

The required specified information is as follows:

(a) Name of Planning Scheme	Yarra Planning Scheme
(b) Name of Responsible Authority	Yarra City Council
(c) Zoning of the Land	General Residential Zone – Schedule 2
(d) Name of Planning Overlay	Heritage Overlay (HO491)

The Purchaser is referred to the Planning Permit PLN14/0554 and Planning Permit SP17/0001 and the Planning Certificate for further details.

4. NOTICES

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 land, being a notice, order, declaration, report, recommendation or approved proposal of which the Vendor might reasonably be expected to have knowledge are contained in the attached certificates and/or statements and/or documents and if no certificates, statements or documents are attached then none to the Vendor's knowledge

4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders are as follows:

None to the knowledge of the Vendor

4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act 1986 (Vic)* are as follows:

None to the knowledge of the Vendor

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act 1993 (Vic)* in the preceding 7 years (required only where there is a residence on the Land) are contained in the attached certificate.

6. OWNERS CORPORATIONS

- 6.1 This Section 6 only applies if the land is affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006 (Vic)*.
- 6.2 The land is currently NOT affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006 (Vic)*. Upon registration of the Plan of Subdivision the Owners Corporations will be established and the Owners Corporation Certificate/s will be provided to the Purchaser.
- 6.3 The Purchaser will become a member of one or more of the owners corporations.
- 6.4 The Owners Corporation fees payable by the Purchaser cannot be confirmed until the Plan is Registered. As of the Day of Sale, the Vendor estimates that the total of the Owners Corporation fees are estimated in the attached Budget and proposed Levy Schedule prepared by The Knight.
- 6.5 In addition to the above the Purchaser acknowledges that they will be liable for the full payment of any special levy that may be introduced by the Owners Corporation.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987 (Vic)*.

7.1 Work-in-Kind Agreement

This section 7.1 only applies if the Land is subject to a work-in-kind agreement.

- (a) The Land is NOT to be transferred under the agreement unless the square box is marked with an "X"
- (b) The Land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an "X"

The Land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an "X"

7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording. The accompanying boxes marked with an "X" indicate that such a certificate or notice is attached.

- (a) Any certificate of release from liability to pay a GAIC
- (b) Any certificate of deferral of the liability to pay the whole or part of a GAIC
- (c) Any certificate of exemption from liability to pay GAIC
- (d) Any certificate of staged payment approval
- (e) Any certificate of no GAIC liability
- (f) Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability
- (g) A GAIC certificate or notice issued under Part 9B of the *Planning and Environment Act 1987 (Vic)* must be attached if there is no certificate or notice issued under any of sub-sections 7.2 (a) to (f) above.

Not Applicable

8. SERVICES

The services which are marked with an "X" in the accompanying square box are NOT connected to the Land:

- Electricity supply
- Gas supply
- Water supply
- Sewerage
- Telephone

9. TITLE - INFORMATION ABOUT THE VENDOR'S TITLE

Attached are copies of the following documents:

- 9.1 A Register Search Statement and the document, or part of a document referred to as the "diagram location" in that statement which identifies the land and its location.
- 9.2 Evidence of the Vendor's right or power to sell – See attached Solicitors Certificate as to Title.

10. SUBDIVISION

10.1 Unregistered subdivision

This section 10.1 only applies if the Land is subject to a subdivision which is not registered.

Attached is a copy of the latest version of the plan if the Plan of Subdivision has not yet been certified

10.2 Staged Subdivision

This section 10.2 only applies if the Land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988 (Vic)*.

Not Applicable

10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988 (Vic)* is proposed.

Not Applicable

11. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 (Vic) but may be included in this Vendor Statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure affected area of a building as defined by the Building Energy Efficiency Disclosure Act 2010 (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facility; and
- (b) which has a net lettable area of at least 1,000m², (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date);

Not Applicable

12. DUE DILIGENCE CHECKLIST

The *Sale of Land Act 1962 (Vic)* provides that the Vendor or the Vendor's licensed Estate Agent must make a prescribed due diligence checklist available to the Purchasers 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 to, this Vendor Statement but the checklist may be attached as a matter of convenience, especially for auction sales or where the Vendor has not appointed an Estate Agent.

13. ATTACHMENTS

Copies of the following title documents are attached:

- 13.1 Register Search Statement - Volume 6465 Folio 877
- 13.2 Title Plan 378074V
- 13.3 Volume 10842 Folio 540
- 13.4 Title Plan 133920A
- 13.5 Proposed Plan of Subdivision PS806041T
- 13.6 Planning Permit No. PLN14/0554 issued 27 May 2015
- 13.7 Planning Permit No. SP17/0001 issued 16 February 2017
- 13.8 Planning Certificates
- 13.9 Yarra City Council Land Information Certificates
- 13.10 City West Water Corporation Information Statements
- 13.11 Owners Corporation Estimated Budget & Proposed Levy Schedule
- 13.12 Land Tax Certificates
- 13.13 Roads Certificates
- 13.14 EPA Certificates
- 13.15 Yarra City Council Building Approval Certificates together with Certificate of Final Inspection
- 13.16 Bushfire Prone Area Reports
- 13.17 Heritage Certificates
- 13.18 Statement of Environmental Audit

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 <http://www.consumer.vic.gov.au/duediligencechecklist> (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.

(04/10/2016)

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.



CONTACT Wendy Iacobozzi
DIRECT EMAIL wiacobozzi@tlfc.com.au
PRINCIPAL Frank Tisher
OUR REF FT.WI:181369
YOUR REF

SOLICITORS CERTIFICATE AS TO TITLE

RE: 69-89 Type Street, Richmond Vic 3121

I, FRANK TISHER, Solicitor of Level 2, 333 Queen Street, Melbourne hereby certify that the named Vendor, is entitled to sell the above property pursuant to its rights as the Purchaser and as Caveator pursuant to Caveat No. AQ845511A of the Property as set out in the Contract of Sale dated the 8 March 2018 with the registered proprietors Emorella Pty Ltd ACN 600 180 210, Roma Corp Investments Pty Ltd ACN 134 441 92, May 888 Pty Ltd ACN 168 276 195 and Gemdale Pty Ltd ACN 070 118 679 of the land contained in Register Search Statements - Volume 6465 Folio 877 and Volume 10842 Folio 540.

Dated:

23 July 2018

Frank Tisher
Principal
Accredited Property Law Specialist



FRANK RAYMOND TISHER
of Level 2, 333 Queen Street, Melbourne VIC 3000
A natural person who is an Australian
Legal Practitioner within the meaning of the
Legal Profession Uniform Law (Victoria)

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Register Search Statement - Volume 6465 Folio 877

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

VOLUME 06465 FOLIO 877

Security no : 124071751670H
Produced 11/05/2018 12:03 pm

LAND DESCRIPTION

Lot 1 on Title Plan 378074V.

PARENT TITLE Volume 03467 Folio 227

Created by instrument 1811464 10/04/1941

REGISTERED PROPRIETOR

Estate Fee Simple

TENANTS IN COMMON

As to 1 of a total of 4 equal undivided shares

Sole Proprietor

EMORELLA PTY LTD of "ACORN CONSULTING GROUP" LEVEL 6 12-20 FLINDERS LANE
MELBOURNE VIC 3000

As to 1 of a total of 4 equal undivided shares

Sole Proprietor

ROMA CORP INVESTMENTS PTY LTD of 83 DOMINION ROAD MOUNT MARTHA VIC 3934

As to 1 of a total of 4 equal undivided shares

Sole Proprietor

MAY 888 PTY LTD of 4 ELLEN STREET BALWYN VIC 3103

As to 1 of a total of 4 equal undivided shares

Sole Proprietor

GEMDALE PTY LTD of 9-11 PALMERSTON CRESCENT SOUTH MELBOURNE VIC 3205
AL847781B 29/04/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AL847782Y 29/04/2015

BENDIGO AND ADELAIDE BANK LTD

CAVEAT AQ845511A 21/03/2018

Caveator

BRW FINANCIAL PTY LTD ACN: 100561359

Grounds of Claim

PURCHASERS' CONTRACT WITH THE FOLLOWING PARTIES AND DATE.

Parties

THE REGISTERED PROPRIETOR(S)

Date

08/03/2018

Estate or Interest

FREEHOLD ESTATE

Prohibition

ABSOLUTELY

Lodged by

TISHER LINER FC LAW

Notices to

TISHER LINER FC LAW of LEVEL 2 333 QUEEN STREET MELBOURNE VIC 3000

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the

plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP378074V FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	CAVEAT	STATUS	DATE
AQ845511A (E)		Registered	21/03/2018
AQ920624T (E)	NOMINATION TO PAPER INST.	Completed	13/04/2018

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

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

Street Address: 69 TYPE STREET RICHMOND VIC 3121

ADMINISTRATIVE NOTICES

AQ920624T NOMINATION TO PAPER INST. 13/04/2018

eCT Nominated to Discharge of Mortgage TO BENDIGO AND ADELAIDE BANK LIMITED

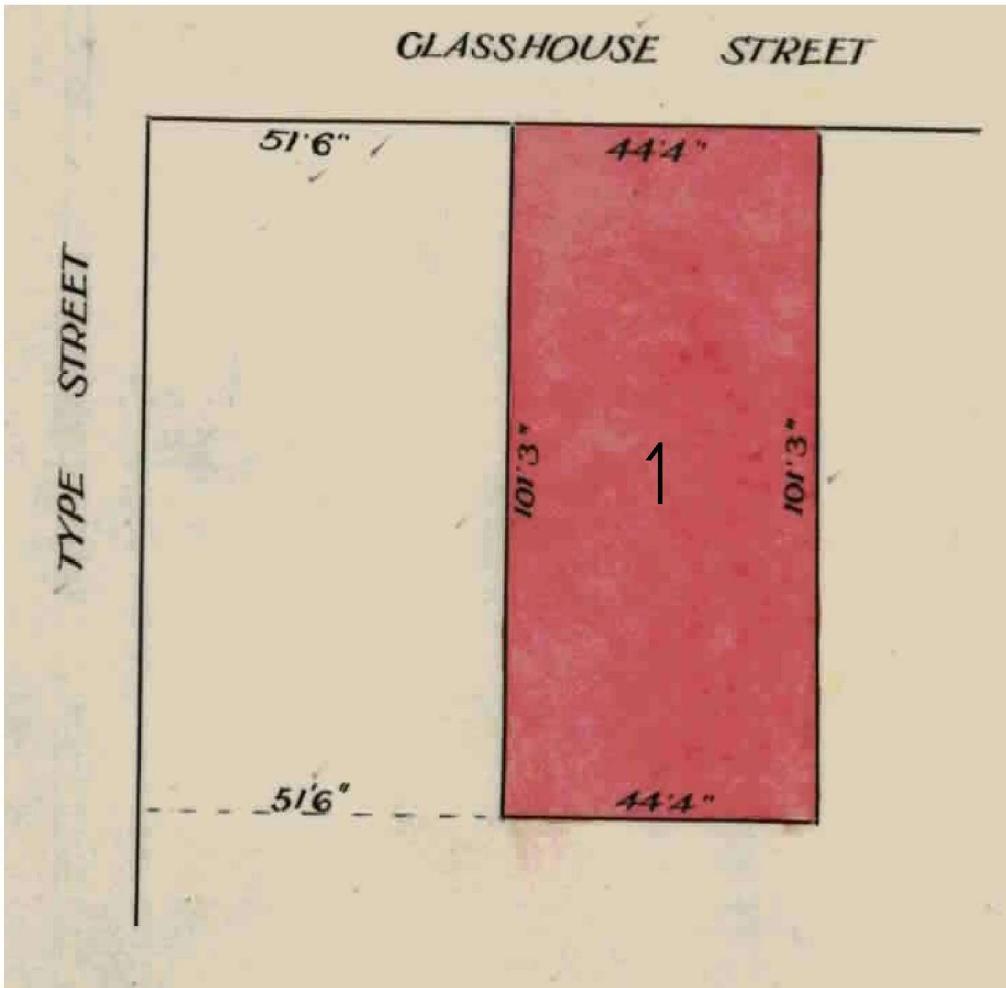
eCT Control 03500L BENDIGO AND ADELAIDE BANK LTD - SAFE CUSTODY

Effective from

21/07/2017

DOCUMENT END

**Delivered from the LANDATA® System by SAI Global Property Division Pty Ltd
Delivered at 11/05/2018, for Order Number 50950927. Your reference: 181369.**

TITLE PLAN		EDITION 1	TP 378074V						
Location of Land Parish: JIKA JIKA Township: Section: Crown Allotment: Crown Portion: 30 (PT)		Notations							
Last Plan Reference: Derived From: VOL 6465 FOL 877 Depth Limitation: NIL		ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN							
Description of Land / Easement Information		THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT COMPILED: 31/03/2000 VERIFIED: GB							
 <p>GLASSHOUSE STREET</p> <p>TYPE STREET</p> <p>51' 6"</p> <p>44' 4"</p> <p>101' 3"</p> <p>44' 4"</p> <p>51' 6"</p> <p>101' 3"</p>									
<table border="1"> <thead> <tr> <th colspan="2">TABLE OF PARCEL IDENTIFIERS</th> </tr> </thead> <tbody> <tr> <td colspan="2">WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962</td> </tr> <tr> <td colspan="2">PARCEL 1 = CP 30 (PT)</td> </tr> </tbody> </table>				TABLE OF PARCEL IDENTIFIERS		WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962		PARCEL 1 = CP 30 (PT)	
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PARCEL 1 = CP 30 (PT)									
LENGTHS ARE IN FEET & INCHES	Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 1 sheets							

Register Search Statement - Volume 10842 Folio 540

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

VOLUME 10842 FOLIO 540

Security no : 124071751770Y
Produced 11/05/2018 12:05 pm

LAND DESCRIPTION

Lot 1 on Title Plan 133920A.
PARENT TITLE Volume 10281 Folio 705
Created by instrument AD259883Q 23/11/2004

REGISTERED PROPRIETOR

Estate Fee Simple

TENANTS IN COMMON

As to 1 of a total of 4 equal undivided shares

Sole Proprietor

EMORELLA PTY LTD of "ACORN CONSULTING GROUP" LEVEL 6 12-20 FLINDERS LANE
MELBOURNE VIC 3000

As to 1 of a total of 4 equal undivided shares

Sole Proprietor

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As to 1 of a total of 4 equal undivided shares

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AL847780D 29/04/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AL847782Y 29/04/2015

BENDIGO AND ADELAIDE BANK LTD

CAVEAT AQ845511A 21/03/2018

Caveator

BRW FINANCIAL PTY LTD ACN: 100561359

Grounds of Claim

PURCHASERS' CONTRACT WITH THE FOLLOWING PARTIES AND DATE.

Parties

THE REGISTERED PROPRIETOR(S)

Date

08/03/2018

Estate or Interest

FREEHOLD ESTATE

Prohibition

ABSOLUTELY

Lodged by

TISHER LINER FC LAW

Notices to

TISHER LINER FC LAW of LEVEL 2 333 QUEEN STREET MELBOURNE VIC 3000

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the

plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP133920A FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	CAVEAT	STATUS	DATE
AQ845511A (E)		Registered	21/03/2018
AQ920624T (E)	NOMINATION TO PAPER INST.	Completed	13/04/2018

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

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

ADMINISTRATIVE NOTICES

AQ920624T NOMINATION TO PAPER INST. 13/04/2018

eCT Nominated to Discharge of Mortgage TO BENDIGO AND ADELAIDE BANK LIMITED

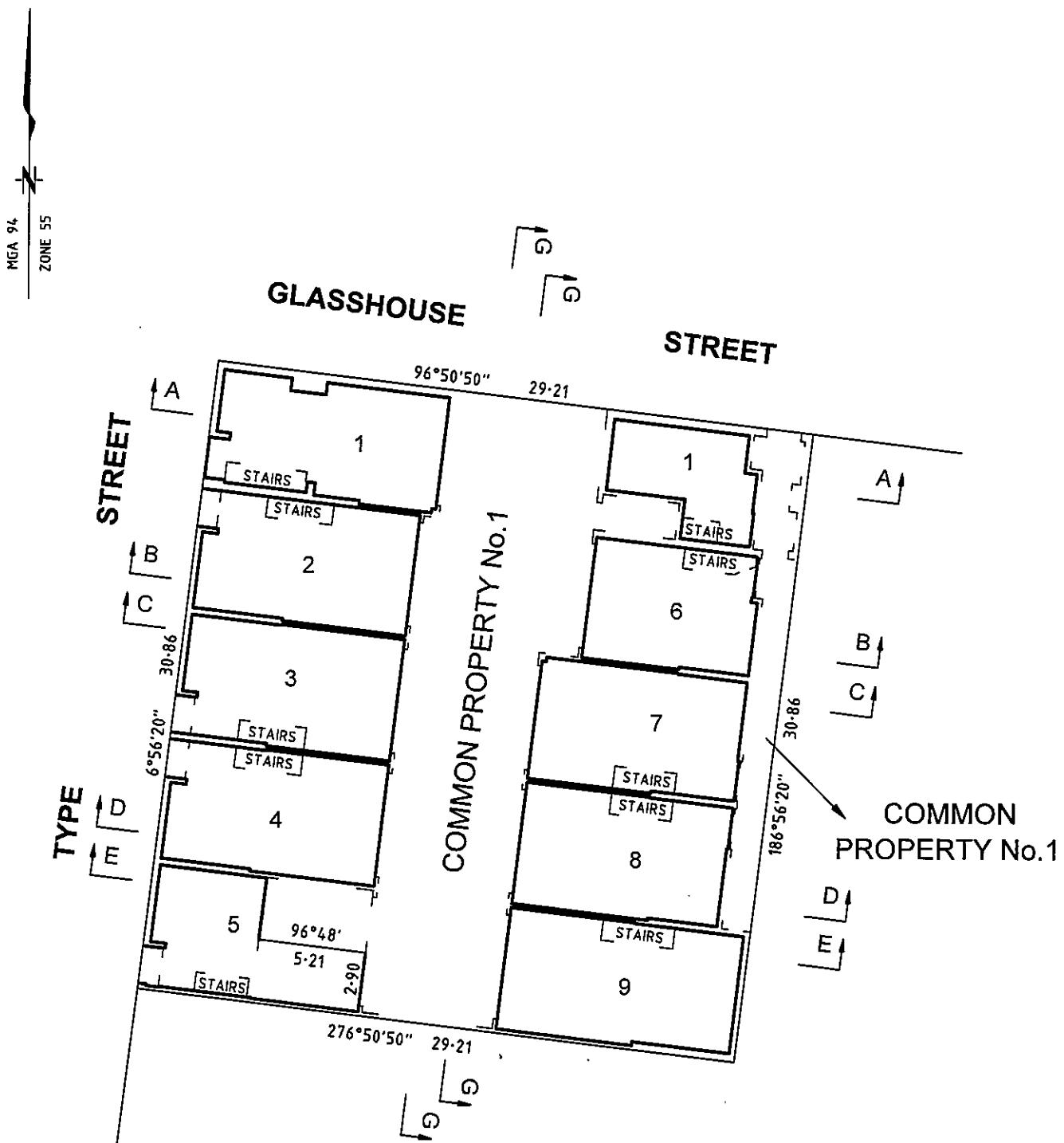
eCT Control 03500L BENDIGO AND ADELAIDE BANK LTD - SAFE CUSTODY
Effective from
21/07/2017

DOCUMENT END

**Delivered from the LANDATA® System by SAI Global Property Division Pty Ltd
Delivered at 11/05/2018, for Order Number 50951499. Your reference: 181369.**

TITLE PLAN	EDITION 1	TP 133920A						
Location of Land Parish: JIKA JIKA Township: Section: Crown Allotment: Crown Portion: 30 (PT) Last Plan Reference: Derived From: VOL 10281 FOL 705 Depth Limitation: NIL	Notations ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN							
Description of Land / Easement Information		THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT COMPILED: 04/10/1999 VERIFIED: SO'C						
<p style="text-align: center;">GLASSHOUSE STREET</p> <p>GLASSHOUSE STREET</p> <p>TYPE</p> <p>15.70</p> <p>30.86</p> <p>30.86</p> <p>15.70</p> <p>1</p>								
<table border="1"><tr><td colspan="2">TABLE OF PARCEL IDENTIFIERS</td></tr><tr><td colspan="2">WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962</td></tr><tr><td colspan="2">PARCEL 1 = CP 30 (PT)</td></tr></table>			TABLE OF PARCEL IDENTIFIERS		WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962		PARCEL 1 = CP 30 (PT)	
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PARCEL 1 = CP 30 (PT)								
LENGTHS ARE IN METRES	Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 1 sheets						

PLAN OF SUBDIVISION		LV USE ONLY EDITION	PS 806041T	
LOCATION OF LAND PARISH : JIKA JIKA TOWNSHIP : ----- SECTION : ----- CROWN ALLOTMENT : ----- CROWN PORTION : 30 (PART) TITLE REFERENCE : VOL.6465 FOL.877 VOL.10842 FOL.540 LAST PLAN REFERENCE : TP 133920A (LOT 1) AND TP 378074V (LOT 1) POSTAL ADDRESS : 69-89 TYPE STREET (At time of subdivision) RICHMOND 3121 MGA94 Co-ordinates (of approx centre of land in plan) E 324 815 ZONE: 55 N 5 811 955 GDA 94		YARRA CITY COUNCIL		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON			
NIL	NIL			
NOTATIONS				
DEPTH LIMITATION DOES NOT APPLY.				
Survey: This plan is based on survey. This survey has been connected to permanent marks no(s) PM 184 & PM 283 In Proclaimed Survey Area No. -----				
STAGING This is not a staged subdivision. Planning Permit No. -----				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Section 12(2) of the Subdivision Act 1988 applies to all lots on this plan.				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
 CARSON SIMPSON PTY LTD land & engineering surveyors planning and development consultants SUITE 4, 5 & 6, 6 - 8 HIGH STREET, P.O. BOX 1056, CRANBOURNE 3977 PH 03.5995.1860 FAX 03.5996.1861 EMAIL: info@carsonsimpson.com.au		SURVEYORS FILE REF: C 3210 PF DIGITALLY SIGNED BY LICENSED SURVEYOR: CLIFF C. CARSON VERSION 03		ORIGINAL SHEET SIZE: A3 Sheet 1 of 8 Sheets

**PRELIMINARY**

THIS PLAN OF SUBDIVISION IS BASED ON ARCHITECTURAL PLANS,
IS PRELIMINARY, AND IS SUBJECT TO FINAL SURVEY OF
COMPLETED BUILDINGS.

**CARSON SIMPSON PTY LTD**

Land & engineering surveyors

planning and development consultants

SUITE 4, 5 & 6, 6 - 8 HIGH STREET,
P.O. BOX 1056, CRANBOURNE 3977
PH 03.5995.1860 FAX 03.5996.1861
EMAIL: info@carsonsimpson.com.au

SCALE 1:200 2 0 2 4 6 8
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

Sheet 2 of 8 Sheets

DIGITALLY SIGNED BY LICENSED SURVEYOR:

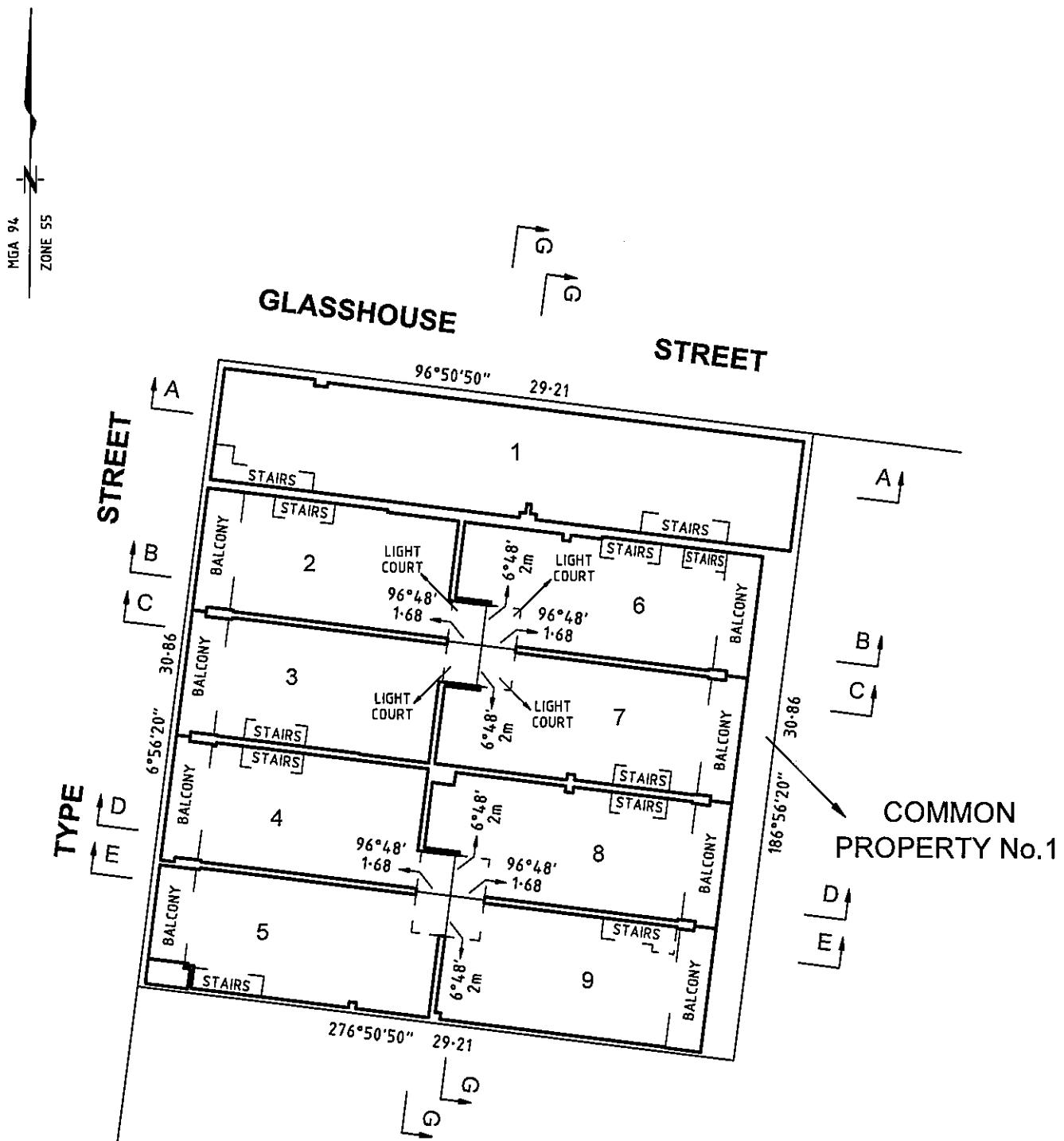
CLIFF C. CARSON

REF C 3210 PF

VERSION 03

DIAGRAM 1. FIRST STOREY

PS 806041T



PRELIMINARY

THIS PLAN OF SUBDIVISION IS BASED ON ARCHITECTURAL PLANS,
IS PRELIMINARY, AND IS SUBJECT TO FINAL SURVEY OF
COMPLETED BUILDINGS.



CARSON SIMPSON PTY LTD
land & engineering surveyors
planning and development consultants

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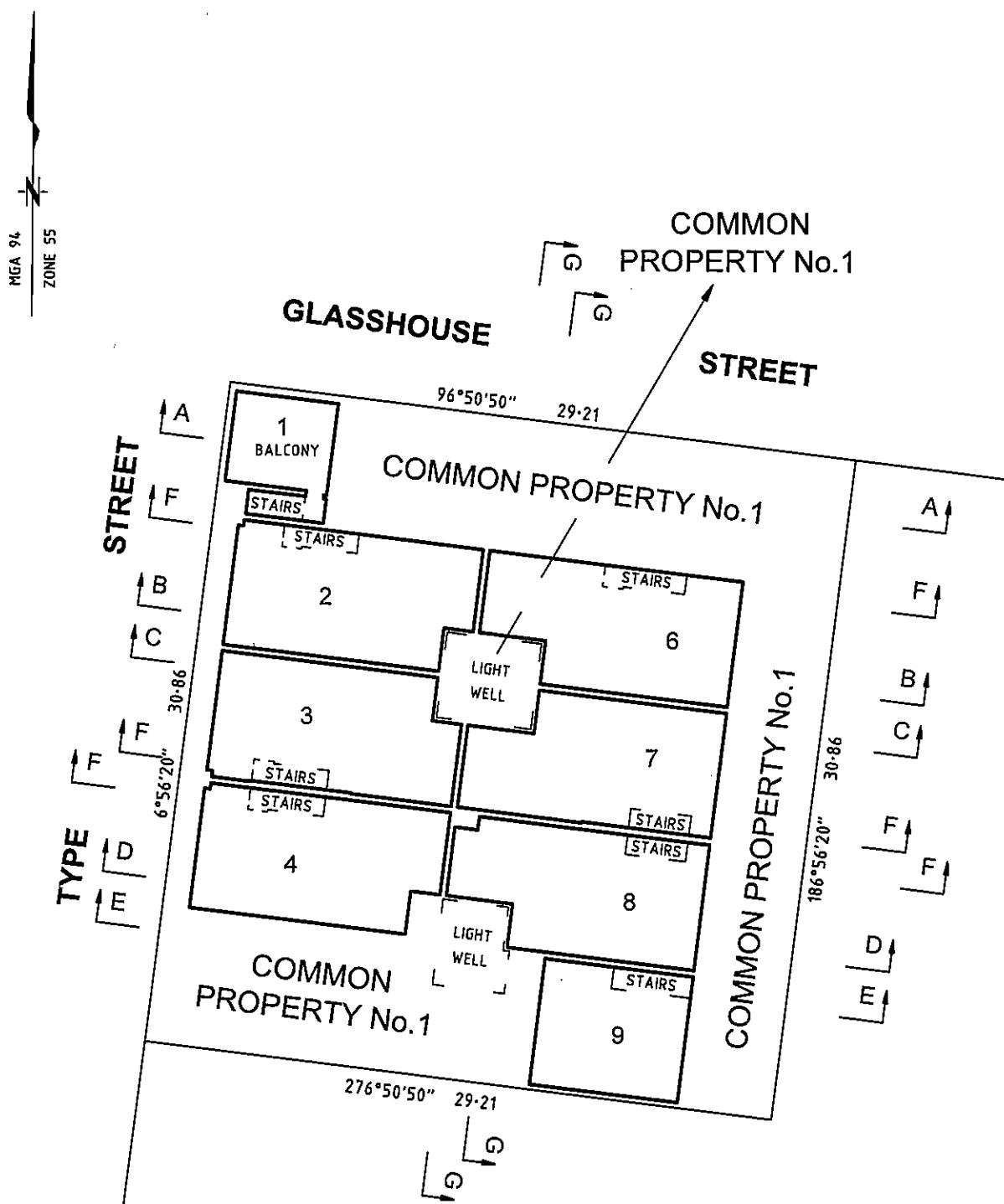
SCALE 1:200
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

Sheet 3 of 8 Sheets

DIGITALLY SIGNED BY LICENSED SURVEYOR:

CLIFF C. CARSON
REF C 3210 PF VERSION 03

**PRELIMINARY**

THIS PLAN OF SUBDIVISION IS BASED ON ARCHITECTURAL PLANS,
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CARSON SIMPSON PTY LTD
Land & engineering surveyors
planning and development consultants

SUITE 4, 5 & 6, 6 - 8 HIGH STREET,
P.O. BOX 1056, CRANBOURNE 3977
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EMAIL: info@carsonsimpson.com.au

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LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

Sheet 4 of 8 Sheets

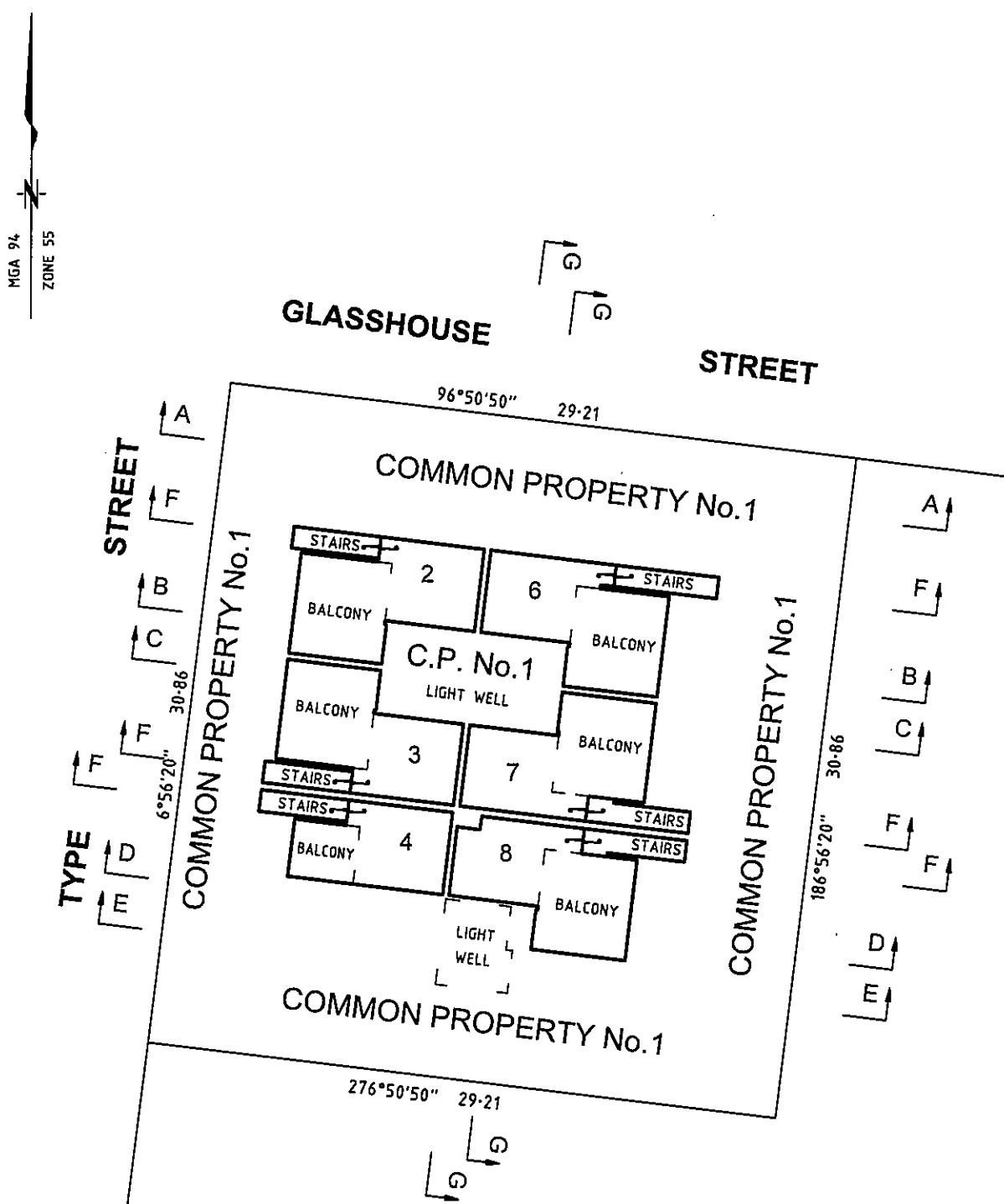
DIGITALLY SIGNED BY LICENSED SURVEYOR:

CLIFF C. CARSON

REF C 3210 PF VERSION 03

DIAGRAM 1. TOPMOST STOREY

PS 806041T



PRELIMINARY

THIS PLAN OF SUBDIVISION IS BASED ON ARCHITECTURAL PLANS,
IS PRELIMINARY, AND IS SUBJECT TO FINAL SURVEY OF
COMPLETED BUILDINGS.



CARSON SIMPSON PTY LTD
land & engineering surveyors
planning and development consultants

SUITE 4, 5 & 6, 6 - 8 HIGH STREET,
P.O. BOX 1056, CRANBOURNE 3977
PH 03.5995.1860 FAX 03.5996.1861
EMAIL: info@carsonsimpson.com.au

SCALE
1:200

2 0 2 4 6 8
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

Sheet 5 of 8 Sheets

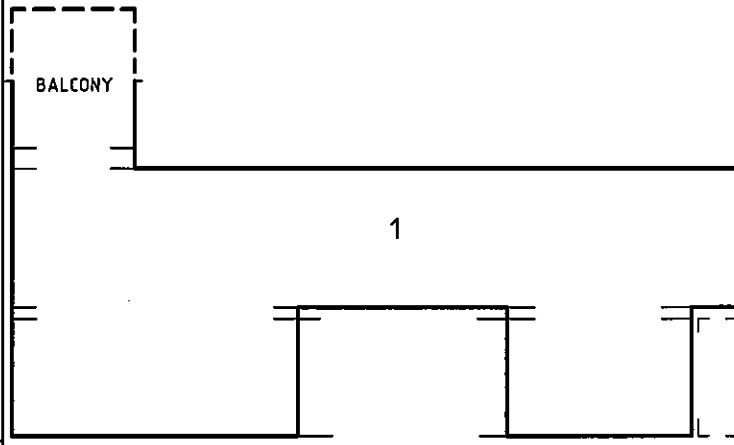
DIGITALLY SIGNED BY LICENSED SURVEYOR:

CLIFF C. CARSON
REF C 3210 PF VERSION 03

SECOND

FIRST

GROUND

TYPE STREET

EASTERN BOUNDARY OF SITE

STOREY

STOREY

STOREY

SITE LEVEL

COMMON PROPERTY No.1

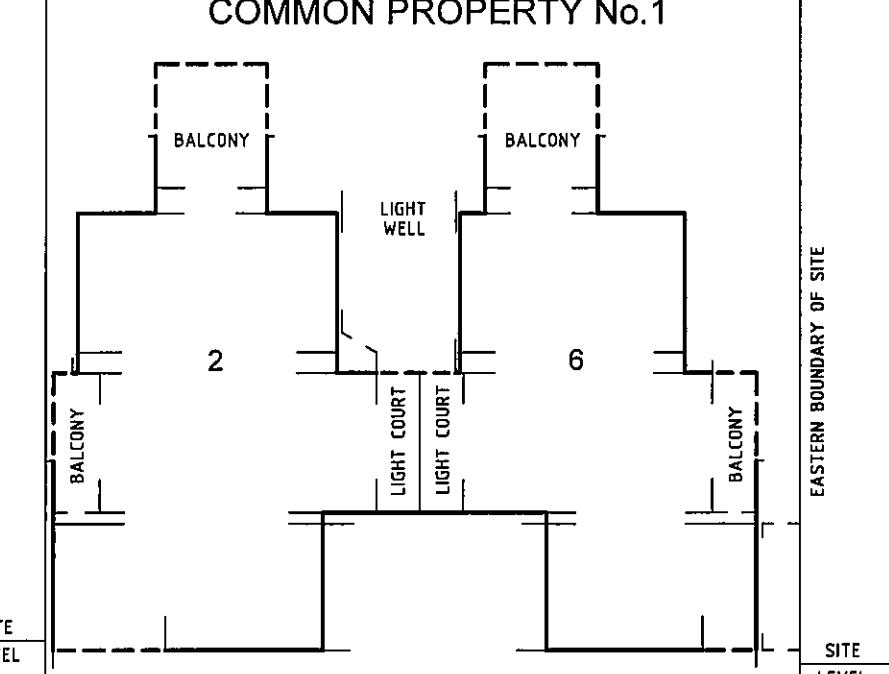
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TOPMOST

SECOND

FIRST

GROUND

TYPE STREET

EASTERN BOUNDARY OF SITE

STOREY

STOREY

STOREY

STOREY

SITE LEVEL

COMMON PROPERTY No.1

CROSS SECTION 'B-B'
(NOT TO SCALE)



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PH 03.5995.1860 FAX 03.5996.1861
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NOT TO SCALE

LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

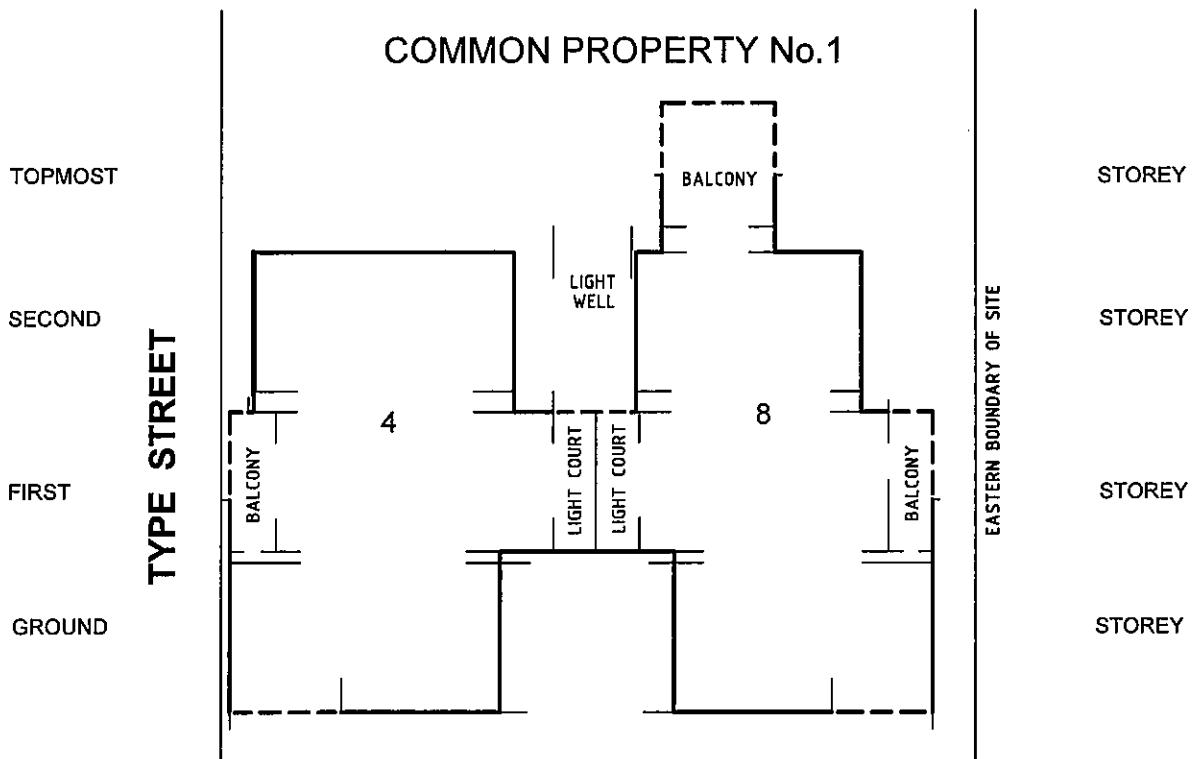
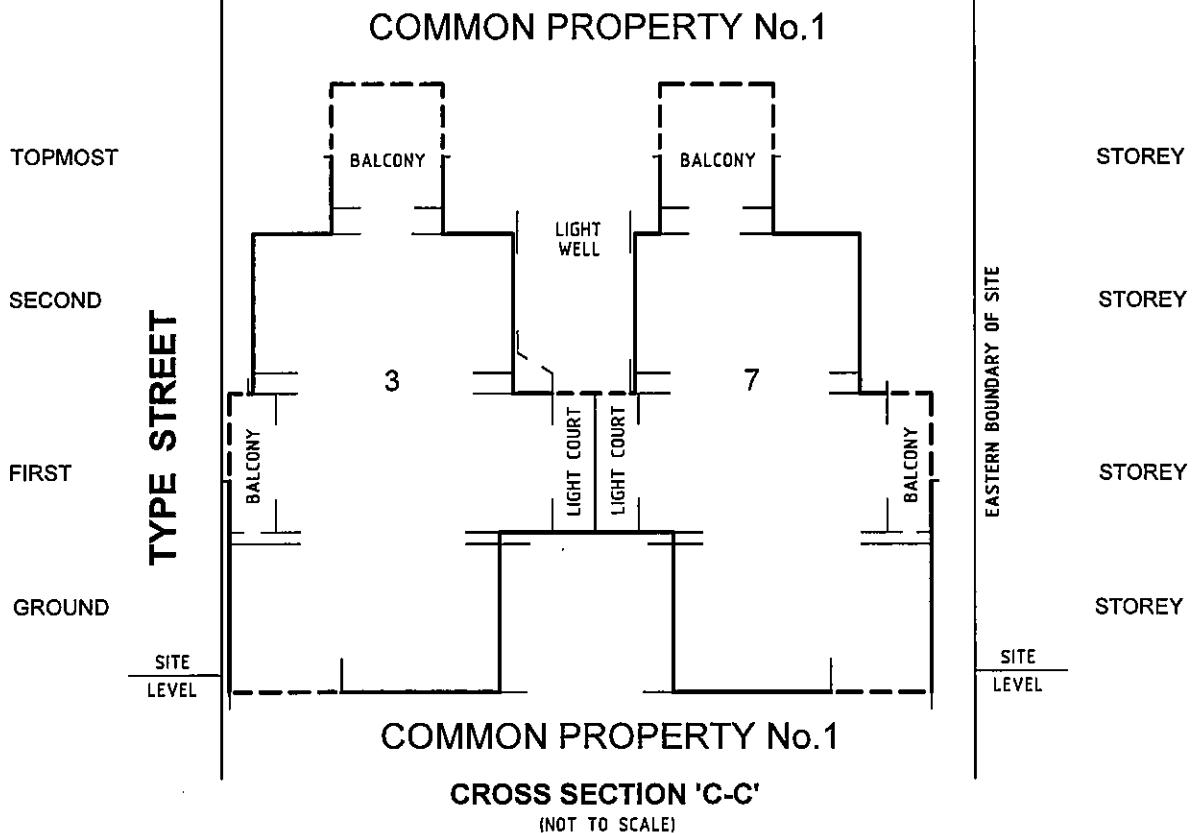
Sheet 6 of 8 Sheets

DIGITALLY SIGNED BY LICENSED SURVEYOR:

CLIFF C. CARSON

REF C 3210 PF

VERSION 03



CROSS SECTION 'D-D'
(NOT TO SCALE)



CARSON SIMPSON PTY LTD
land & engineering surveyors
planning and development consultants

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P.O. BOX 1056, CRANBOURNE 3977
PH 03.5995.1860 FAX 03.5995.1861
EMAIL: info@carsonsimpson.com.au

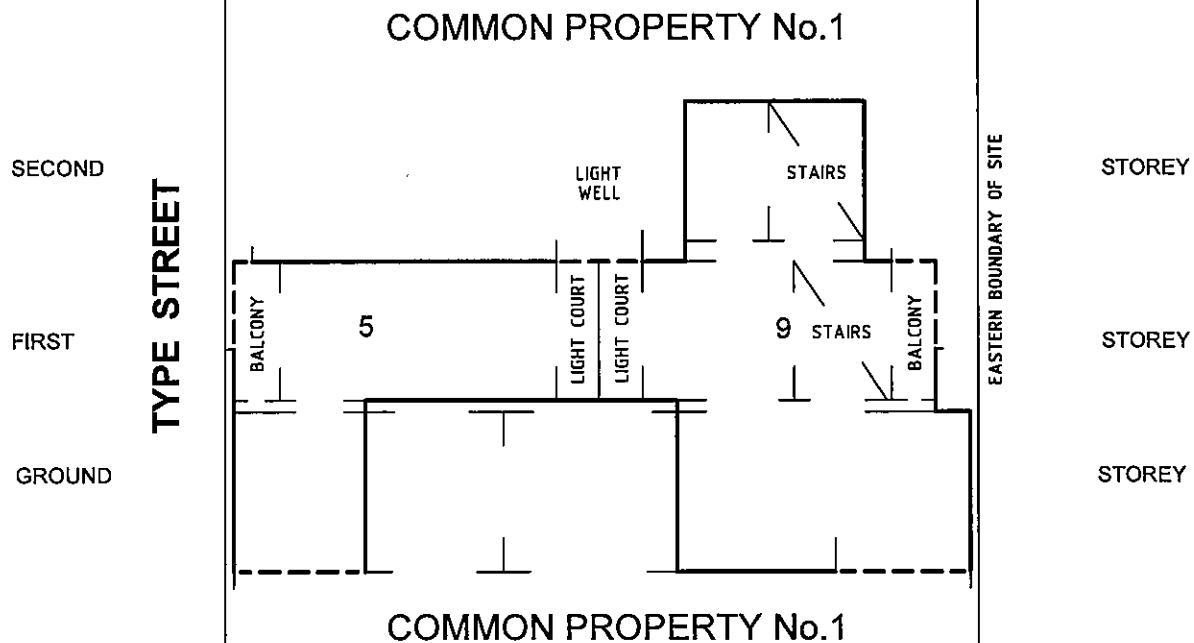
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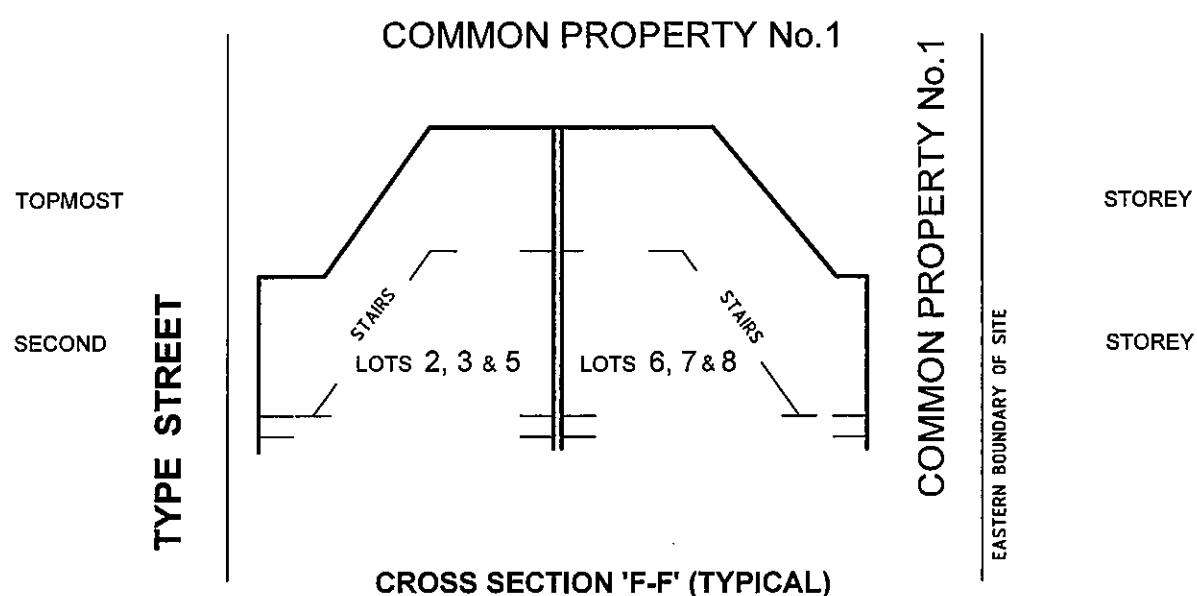
CLIFF C. CARSON
REF C 3210 PF VERSION 03

ORIGINAL SHEET
SIZE: A3

Sheet 7 of 8 Sheets



CROSS SECTION 'E-E'
(NOT TO SCALE)



CARSON SIMPSON PTY LTD

land & engineering surveyors
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SUITE 4, 5 & 6, 6 - 8 HIGH STREET,
P.O. BOX 1056, CRANBOURNE 3977
PH 03.5995.1860 FAX 03.5996.1861
EMAIL: info@carsonsimpson.com.au

NOT TO SCALE

LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

Sheet 8 of 8 Sheets

DIGITALLY SIGNED BY LICENSED SURVEYOR:

CLIFF C. CARSON

REF C 3210 PF

VERSION 03

OWNERS CORPORATION SCHEDULE

PS806041T

Owners Corporation No.

1

Plan No. PS806041T

Land affected by Owners Corporation

Lots: ALL OF THE LOTS IN THE TABLE BELOW

Common Property No.: 1

Limitations of Owners Corporation:

UNLIMITED

Notations

Totals		
	Entitlement	Liability
This schedule	180	180
Previous stages	0	0
Overall Total	180	180

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
1	30	30									
2	20	20									
3	20	20									
4	20	20									
5	12	12									
6	20	20									
7	20	20									
8	20	20									
9	18	18									

SURVEYORS FILE REFERENCE: C 3210

SHEET 1 of 1

ORIGINAL SHEET
SIZE: A3

< SURVEY FIRM LOGO >

CLIFF C. CARSON / VERSION 03

Our ref: PLN14/0554

06 April 2018

BSP Lawyers
PO Box 4359
MELBOURNE VIC 3001

City of Yarra
Statutory Planning Branch
PO Box 168
RICHMOND 3121
ABN 98 394 086 520

Dear Sir/Madam,

Application No: PLN14/0554
Description: Development of the land for the construction of 9 dwellings and a reduction of car parking requirements.
Address: 69 & 89 Type St Richmond VIC 3121

I refer to your request dated 14 March 2018, which seeks an extension of time to the above permit.

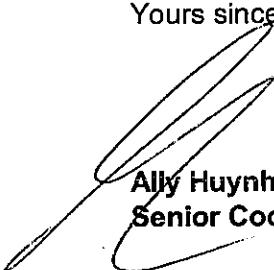
Please be advised your request that seeks an extension of time to the above permit has been approved under powers of delegation from Council.

The development must be completed no later than 27 May 2021.

Please retain this letter on file as evidence of the extension granted.

Should you have any queries, please contact **Nish Goonetilleke** on **9205 5005** by telephone or at **Nish.Goonetilleke@yarracity.vic.gov.au** by email.

Yours sincerely,



Ally Huynh
Senior Coordinator Statutory Planning



Our ref: PLN14/0554

12 May 2017

City of Yarra
Statutory Planning Branch
PO Box 168
RICHMOND 3121
ABN 98 394 086 520

Rofna Corp Investments Pty Ltd
83 Dominion Rd
MOUNT MARTHA VIC 3934

Dear Sir/Madam,

Application No: PLN14/0554
Description: Residential, > 10 New Dwellings, Waiving of Parking Requirements
Address: 69 Type St Richmond VIC 3121

I refer to your request dated 16 April 2017, which seeks an extension of time to the above permit.

Please be advised your request that seeks an extension of time to the above permit has been approved under powers of delegation from Council.

The development must now commence no later than 27 May 2018 and must be completed no later than 27 May 2020.

You are reminded that documents to comply with Conditions 12 and 16 have not been submitted and, as such the development cannot commence.

Please retain this letter on file as evidence of the extension granted.

Should you have any queries, please contact Simon Scott on 9205 5018 by telephone, or at Simon.Scott@yarracity.vic.gov.au by email.

Yours sincerely,

Tarquin Leaver
Senior Coordinator Statutory Planning

PLANNING PERMIT (Amended)

Permit No: PLN14/0554

Planning Scheme: Yarra

Responsible Authority: City Of Yarra

ADDRESS OF THE LAND:

69 & 89 Type St Richmond VIC 3121

THE PERMIT ALLOWS:

Development of the land for the construction of 9 dwellings and a reduction of car parking requirements.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Before the development commences, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of this permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the decision plans but modified to show:
 - (a) A 10% improvement on the minimum BCA/NCC requirements for average energy efficiency rating.
 - (b) Provision of additional sun shading to the exposed glazing, particularly; east facing bedrooms of the second floor.
 - (c) Notations on the plans that show which windows would be operable to the satisfaction of the Responsible Authority.
 - (d) A solar PV array to cover common area electricity consumption.
 - (e) Unit 4's terrace on the fourth storey modified by deleting the south-west corner by 1.2m from the western edge and 2.0m from the southern edge.
 - (f) The first floor terrace to Unit 9 set back from the eastern boundary in line with the Unit 8 terrace.
 - (g) The provision of one visitor car parking space on the site.
2. The development as shown on the endorsed plans must not be altered (unless the Yarra Planning Scheme specifies that a permit is not required) without the prior written consent of the Responsible Authority.

Date: 27 May 2015


Katrina Thomas
Signature for the Responsible Authority

3. Before the development commences; an amended Sustainable Design Assessment to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the amended Sustainable Design Assessment will be endorsed and will form part of this permit. The amended Sustainable Development Assessment must be generally in accordance with the Sustainable Design Assessment prepared by SDC and received on 1 September 2014, but modified to include the requirements of condition 1 of this permit.
4. The provisions, recommendations and requirements of the endorsed Sustainable Design Assessment must be implemented and complied with to the satisfaction of the Responsible Authority.
5. The provisions, recommendations and requirements of the endorsed Waste Management Plan must be implemented and complied with to the satisfaction of the Responsible Authority.
6. Before the development is occupied, or by such later date as approved in writing by the Responsible Authority, all screening and other measures to prevent overlooking as shown on the endorsed plans must be installed to the satisfaction of the Responsible Authority. Once installed the screening and other measures must be maintained to the satisfaction of the Responsible Authority.
7. Before the buildings are occupied, or by such later date as approved in writing by the Responsible Authority, external lighting capable of illuminating access to the dwelling entrances must be provided. Lighting must be:
 - (a) located;
 - (b) directed;
 - (c) shielded; and
 - (d) of limited intensity,to the satisfaction of the Responsible Authority.
8. Before the building is occupied, or by such later date as approved in writing by the Responsible Authority, any redundant vehicular crossing must be demolished and re-instated as standard footpath and kerb and channel:
 - (a) at the permit holder's cost; and
 - (b) to the satisfaction of the Responsible Authority.
9. Before the building is occupied, or by such later date as approved in writing by the Responsible Authority, any new vehicle crossing must be constructed:
 - (a) in accordance with any requirements or conditions imposed by Council;
 - (b) at the permit holder's cost; and
 - (c) to the satisfaction of the Responsible Authority.
10. Before the building is occupied, or by such later date as approved in writing by the Responsible Authority, any damage to Council infrastructure resulting from the development must be reinstated:
 - (a) at the permit holder's cost; and
 - (b) to the satisfaction of the Responsible Authority.
11. Before the building is occupied, or by such later date as approved in writing by the Responsible Authority, all new on-boundary walls must be cleaned and finished to the satisfaction of the Responsible Authority.

Date: 27 May 2015


Katrina Thomas
Signature for the Responsible Authority

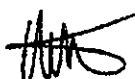
12. Before the development commences, a Construction Management Plan to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and will form part of this permit. The plan must provide for:
- (a) a pre-conditions survey (dilapidation report) of the land and all adjacent Council roads frontages and nearby road infrastructure;
 - (b) works necessary to protect road and other infrastructure;
 - (c) remediation of any damage to road and other infrastructure;
 - (d) containment of dust, dirt and mud within the land and method and frequency of clean up procedures to prevent the accumulation of dust, dirt and mud outside the land;
 - (e) facilities for vehicle washing, which must be located on the land;
 - (f) the location of loading zones, site sheds, materials, cranes and crane/hoisting zones, gantries and any other construction related items or equipment to be located in any street;
 - (g) site security;
 - (h) management of any environmental hazards including, but not limited to:
 - (i) contaminated soil;
 - (ii) materials and waste;
 - (iii) dust;
 - (iv) stormwater contamination from run-off and wash-waters;
 - (v) sediment from the land on roads;
 - (vi) washing of concrete trucks and other vehicles and machinery; and
 - (vii) spillage from refuelling cranes and other vehicles and machinery.
 - (i) the construction program;
 - (j) preferred arrangements for trucks delivering to the land, including delivery and unloading points and expected duration and frequency;
 - (k) parking facilities for construction workers;
 - (l) measures to ensure that all work on the land will be carried out in accordance with the Construction Management Plan;
 - (m) an outline of requests to occupy public footpaths or roads, or anticipated disruptions to local services;
 - (n) an emergency contact that is available for 24 hours per day for residents and the Responsible Authority in the event of relevant queries or problems experienced;
 - (o) the provision of a traffic management plan to comply with provisions of AS 1742.3-2002 Manual of uniform traffic control devices - Part 3: Traffic control devices for works on roads.
13. Except with the prior written consent of the Responsible Authority, demolition or construction works must not be carried out:
- (a) before 7.00 am or after 6.00 pm, Monday-Friday (excluding public holidays);
 - (b) before 9.00 am or after 3.00 pm, Saturdays and public holidays (other than ANZAC Day, Christmas Day and Good Friday); or
 - (c) at any time on Sundays, ANZAC Day, Christmas Day and Good Friday.

Date: 27 May 2015


Katrina Thomas
Signature for the Responsible Authority

14. Before the construction of the development authorised by this permit commences, an assessment of the land to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The assessment must be prepared by an environmental professional with suitable qualifications to the satisfaction of the Responsible Authority and must include:
- (a) a description of previous land uses and activities on the land;
 - (b) an assessment of the level, nature and distribution of any contamination within, or in close proximity to, the land;
 - (c) details of any provisions, recommendations and requirements (including but not limited to, clean up, construction, ongoing maintenance or monitoring) required to effectively address and manage any contamination within the land; and
 - (d) recommendations as to whether the land is suitable for the use for which the land is proposed to be developed and whether an Environmental Auditor should be appointed under section 53S of the Environment Protection Act 1970 (EP Act) to undertake an Environmental Audit in accordance with the provisions of the EP Act.
15. If the assessment required by condition 14 does not result in a recommendation that an Environmental Auditor be appointed under section 53S of the EP Act to undertake an Environmental Audit in accordance with the provisions of the EP Act, all provisions, recommendations and requirements of the assessment must be implemented and complied with to the satisfaction of the Responsible Authority.
16. If the assessment required by condition 14 results in a recommendation that an Environmental Auditor be appointed under section 53S of the EP Act to undertake an Environmental Audit in accordance with the provisions of the EP Act, before the construction of the development authorised by this permit commences, the Environmental Auditor appointed under section 53S of the EP Act must undertake an Environmental Audit in accordance with the provisions of the EP Act and issue:
- (a) a Certificate of Environmental Audit for the land in accordance with section 53Y of the EP Act (Certificate); or
 - (b) a Statement of Environmental Audit for the land in accordance with section 53Z of the EP Act (Statement),
- and the Certificate or Statement must be provided to the Responsible Authority.
17. If, pursuant to condition 16, a Statement is issued:
- (a) the development authorised by this permit must not be undertaken unless the Statement clearly states that the land is suitable for the sensitive use for which the land is being developed;
 - (b) the development authorised by this permit must not be undertaken until compliance is achieved with the terms and conditions that the Statement states must be complied with before the development commences (pre-commencement conditions);
 - (c) before the construction of the development authorised by this permit commences, a letter prepared by the Environmental Auditor appointed under section 53S of the EP Act which states that the pre-commencement conditions have been complied with must be submitted to the responsible authority.

Date: 27 May 2015


Katrina Thomas
Signature for the Responsible Authority

- (d) if any term or condition of the Statement requires any ongoing maintenance or monitoring, the owner of the land (or another person in anticipation of becoming the owner of the land) must enter into an agreement with the Responsible Authority pursuant to section 173 of the Planning and Environment Act 1987 (Agreement). The Agreement must:
- (i) provide for the undertaking of the ongoing maintenance and monitoring as required by the Statement; and
 - (ii) be executed before the sensitive use for which the land is being developed commences; and
- (e) the owner of the land, or other person in anticipation of becoming the owner, must pay all costs and expenses (including legal expenses) of, and incidental to, the Agreement (including those incurred by the Responsible Authority).

18. This permit will expire if:

- (a) the development is not commenced within two years of the date of this permit; or
- (b) the development is not completed within four years of the date of this permit.

The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires or within six months afterwards for commencement or within twelve months afterwards for completion.

Notes:

A building permit maybe required before development is commenced. Please contact Council's Building Department on PH 9205 5095 to confirm.

All future residents within the development approved under this permit will not be permitted to obtain resident or visitor parking permits.

The applicant must apply for a Legal Point of Discharge under Regulation 610 – Stormwater Drainage of the Building Regulations 2006 from Yarra Building Services Unit.

In accordance with the Yarra Planning Scheme, a 4.5 per cent public open space contribution will apply in the event of the subdivision of the land.

THIS PERMIT WAS ISSUED AT THE DIRECTION OF VCAT AS FOLLOWS:

Date of Order

4 February 2016

Planning Permit PLN14/0554 was amended in accordance with the order of the Victorian Civil and Administrative Tribunal, reference: P1330/2015.



Date: 27 May 2015

Katrina Thomas
Signature for the Responsible Authority

Our ref:SP17/0001

20 February 2017

City of Yarra
Statutory Planning Branch
PO Box 168
RICHMOND 3121
ABN 98 394 086 520

Carson Simpson Pty Ltd
PO Box 1056
CRANBOURNE VIC 3977

Dear Sir/Madam,

Planning application No: SP17/0001
Description of application: Nine lot subdivision
Address: 69-89 Type St Richmond VIC 3121
Surveyor's ref: C 3210

I refer to the above application made under the Yarra Planning Scheme and advise that under powers of delegation from Council, it has been determined to issue a planning permit.

Accordingly, please find in SPEAR the permit and endorsed plans. Please read the permit conditions thoroughly, so as to be familiar with all requirements of the permit.

Council also advises that, pursuant to clause 52.01 of the Yarra Planning Scheme, a cash contribution of four and a half per cent (4.5%) of the site value of all the land in the subdivision must be made to Council for public open space. A statement of compliance cannot be issued prior to Council's receipt of this payment.

If you have any enquiries, please contact Peter Louden on 9205 5323, or via email Peter.Louden@yarracity.vic.gov.au.

Yours sincerely,

Tarquin Leaver
Coordinator - Statutory Planning

PLANNING PERMIT

Permit No SP17/0001

Planning Scheme Yarra

Responsible Authority City Of Yarra

ADDRESS OF THE LAND

69-89 Type St Richmond VIC 3121

THE PERMIT ALLOWS

For the purpose of the following, in accordance with the endorsed plan(s).

Nine lot subdivision

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. The subdivision as shown on the endorsed plans must not be altered without the prior written consent of the Responsible Authority.
2. This permit will expire if (a) The subdivision is not certified under the Subdivision Act 1988 within two years of the issue of the permit; or (b) The subdivision is not completed within five years of the date of certification under the Subdivision Act 1988. NOTE: If the subdivision is not certified within two years of the issue of the permit, the Responsible Authority may extend this period if a request is made before the permit expires or within six months after the expiry date.
3. Prior to the issue of a Statement of Compliance, a cash contribution of four and a half per cent (4.5%) of the site value of all the land in the subdivision must be made to Council for public open space. NOTE: In accordance with Section 19(5) of the *Subdivision Act 1988*, if the contribution is not made within 12 months of the issue of the permit, Council may obtain a revaluation of the land, and vary the amount of the payment accordingly.
4. Before a Statement of Compliance is issued, the building works approved by planning permit PLN14/0554 must reach the stage of practical completion.
5. Buildings and works, other than as authorised by planning permit PLN14/0554 or any further planning permit issued by the Responsible Authority, must not be constructed on the land.
6. Redundant infrastructure in the road reserve serving the land must be removed and reinstated to Council's standard and to the satisfaction of the Responsible Authority.

Date: 16 February 2017

Vasiliky Grillakis
Signature for the Responsible Authority

7. Any Council asset damaged resulting from works on the land must be reinstated to the satisfaction of the Responsible Authority.
8. All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.
9. The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of that Act.

Yarra Engineering conditions

10. Prior to the issue of a Statement of Compliance, the developer shall provide stormwater drainage, off the property to Council's satisfaction.
11. The owner of the land must apply for a legal point of discharge Regulation 610 with Council's Building Services, located at the Richmond Town Hall. The drainage design must show the existing and proposed design into Council's drainage system.

City West Water conditions

12. The owner of the land must enter into an agreement with City West Water for the provision of water supply.
13. The owner of the land must enter into an agreement with City West Water for the provision of sewerage.

Melbourne Water condition

14. Pollution and sediment laden runoff shall not be discharged directly or indirectly into Melbourne Water's drains or waterways.

Telecommunications conditions

15. The owner of the land must enter into an agreement with:
 - a) A telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
 - b) A suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.
16. Before the issue of a Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the owner of the land must provide written confirmation from:
 - a) A telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and

Date: 16 February 2017

Vasiliky Grillakis
Signature for the Responsible Authority

Condition 16 (cont'd)

- b) A suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

NOTE: The applicant should be made aware that a Plumbing application for Residential Developments (2-10 lots only) is required to be lodged with City West Water in order to obtain their servicing requirements. The Application can be downloaded from www.citywestwater.com.au in the Plumbers and Developers section. For further information please contact City West Water on 9313 8772 quoting reference no. LND/17/00061.

NOTE: Further application for electricity supply to each lot may be required and all electrical installations in the subdivision shall comply with the requirements of "Victorian Service and Installation Rules and the Distribution Code". For further information please contact CitiPower on 9297 6516 quoting reference no. 212173.

NOTE: If further information is required in relation to Melbourne Water's permit conditions shown above, please contact Melbourne Water on telephone 9679 7517, quoting Melbourne Water's reference 285944.

NOTE: Council does not accept any pits on Council land, which service private properties.

Date: 16 February 2017

Vasiliky Grillakis
Signature for the Responsible Authority

PLANNING PERMIT

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?

* 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 application for review 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 application for review must be lodged within 60 days after the giving of that notice.

* An application for review is lodged with the Victorian Civil and Administrative Tribunal.

* An application for review must be made on an Application for Review form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.

* An application for review must state the grounds upon which it is based.

* An application for review must also be served on the Responsible Authority. Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.



City West Water™

20 January 2017

City West Water Corporation
ABN: 70 066 902 467
1 McNab Avenue
Footscray Vic 3011 Australia
Locked Bag 350 Sunshine Vic 302C
DX 30311 Sunshine
citywestwater.com.au
Telephone (03) 9313 8422
Facsimile (03) 9313 8417

Coordinator - Statutory Planning
Urban Planning Branch
City of Yarra
PO Box 168
Richmond Vic 3121

Attention: Peter Louden

Dear Mr Louden,

**APPLICATION FOR TOWN PLANNING PERMIT AND REFERRAL PRIOR TO
CERTIFICATION**

Property : 69-89 TYPE STREET RICHMOND
Our Reference : LND/17/00061
Your Reference : SP17/0001, SC17/0001
Plan Number : PS806041T
Surveyor's Reference : C3210 Version (03)
Speaker Reference : S095588H

Thank you for your referral dated 18 January 2017. I am pleased to advise you that as the water supply and sewerage authority we consent to the granting of a town planning permit subject to the following conditions:

WATER

It is essential the owner of the land enters into an agreement with City West Water for the provision of water supply.

SEWER

It is essential the owner of the land enters into an agreement with City West Water for the provision of sewerage.

Pursuant to Section 9 of the Subdivisional Act 1988, City West Water as the water supply and sewerage authority consents to the Plan of Subdivision being certified.

Your council must not issue a statement of compliance to the applicant at this stage.

The following is for information purposes only and should not form part of the permit.

1. The applicant should be made aware that a Plumbing application for Residential Developments (2-10 lots only) is required to be lodged with City West Water in order to obtain our servicing requirements. The Application can be downloaded from our website at www.citywestwater.com.au in the Plumbers and Developers section.

It would be appreciated if City West Water's reference number could be quoted on all correspondence.

If further information is required, please contact Sebastian Memedovski on 9313 8772.

Yours faithfully



Steve Webb
Manager Land Development
Water Solutions

RA Response

Section 55 (Recommending) and Certification (Section 8)

SPEAR Ref #:	S095588H	Property:	1/89 TYPE STREET, RICHMOND VIC 3121
Plan Number:	PS808041T	Document Supplied:	14/02/2017
Responsible Authority Ref #:	SP17/0001, SC17/0001	Responsible Authority:	Yarra City Council
Applicant Ref #:	C3210	Applicant Contact:	Carson Simpson Pty Ltd - Cranbourne
		RA:	Yarra City Council - Engineering
		RA Authenticator:	Joe Armocida

1. Prior to the issue of a statement of compliance the developer shall provide stormwater drainage, off the property to Council's satisfaction.
2. All the existing easements must remain on new title. If subdivision involves construction of a new building, new easements must be created to ensure Council's drainage requirements are met.
3. The owner of the land must apply for a legal point of discharge Regulation 610 with Council's Building Services, located at the Richmond Town Hall. The drainage design must show the existing and proposed design into Council's drainage system.
4. Council does not accept any pits on Council land, which serve private properties.

CERTIFICATE No: 50950927 DATE: 11/05/2018

PLANNING CERTIFICATE



Client: Tisher Liner FC Law Pty Ltd
 2 333 Queen Street
 Melbourne 3000

Matter Ref: 181369
Vendor: EMORELLA PTY LTD &
 ROMA CORP INVESTMENTS
 PTY LTD & MAY 888 PTY
 LTD & GEMDALE PTY LTD
Purchaser: BRW FINANCIAL PTY LTD

Subject Property: 69 TYPE STREET RICHMOND VIC 3121

Title Particulars: Vol 6465 Fol 877

Municipality: YARRA

Planning Scheme: YARRA PLANNING SCHEME

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

Zone: GENERAL RESIDENTIAL ZONE - SCHEDULE 2

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: Not Applicable

Environmental Significance Overlay: Not Applicable

Heritage Overlay: HERITAGE OVERLAY (HO491)

Public Acquisition Overlay: Not Applicable

Significant Landscape Overlay: Not Applicable

Special Building Overlay: Not Applicable

Vegetation Protection Overlay: Not Applicable

Other Overlays: Not Applicable

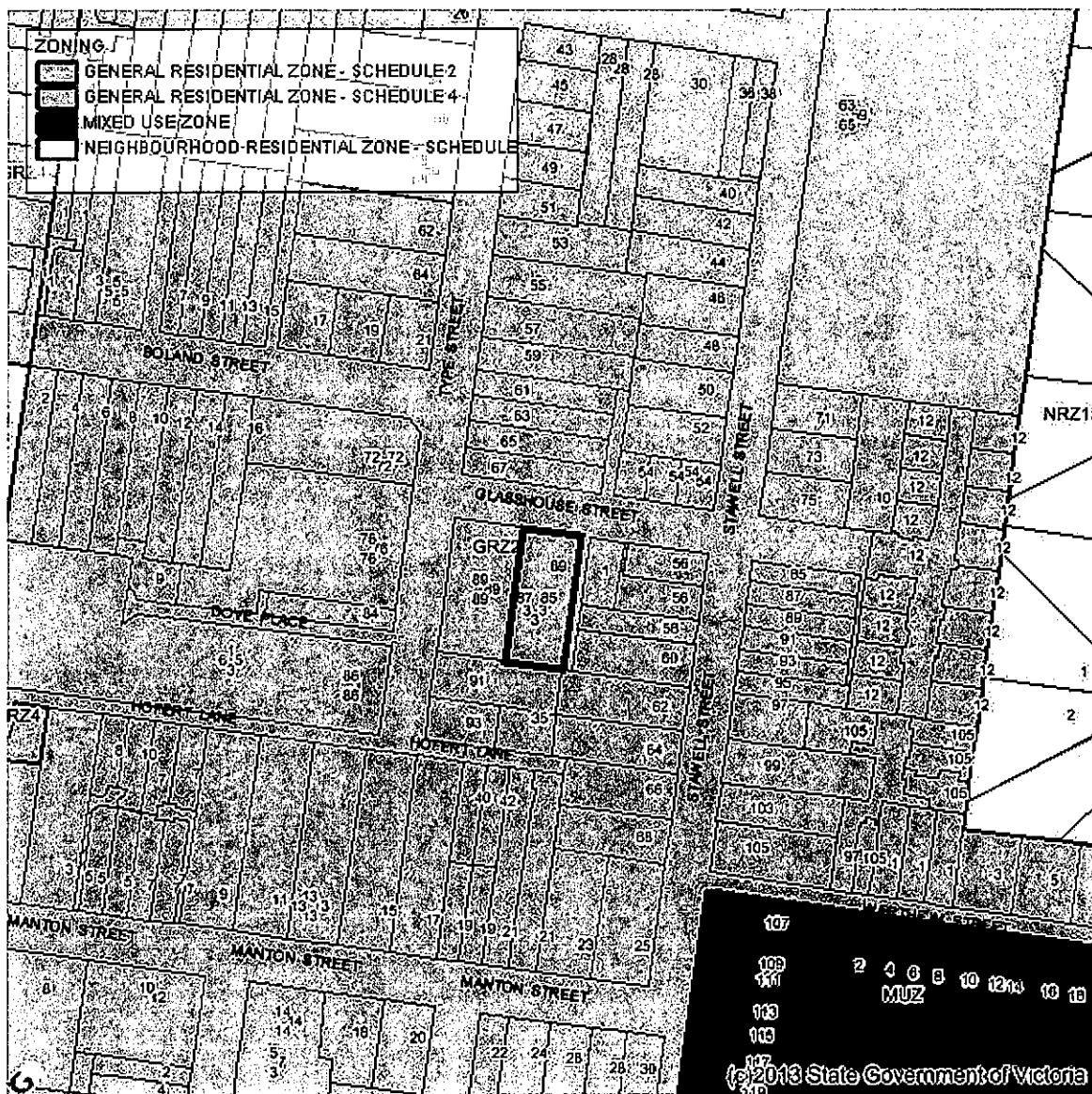
Proposed Planning Scheme Amendments: Not Applicable

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

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: 50950927 DATE: 11/05/2018

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.

CERTIFICATE No: 50951499 DATE: 11/05/2018

PLANNING CERTIFICATE



Client: Tisher Liner FC Law Pty Ltd
2 333 Queen Street

Melbourne 3000

Matter Ref: 181369
Vendor: EMORELLA PTY LTD &
ROMA CORP INVESTMENTS
PTY LTD & MAY 888 PTY
LTD
Purchaser: BRW FINANCIAL PTY LTD

Subject Property: 89 TYPE STREET RICHMOND VIC 3121

Title Particulars: Vol 10842 Fol 540

Municipality: YARRA

Planning Scheme: YARRA PLANNING SCHEME

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

Zone: GENERAL RESIDENTIAL ZONE - SCHEDULE 2

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: Not Applicable

Environmental Significance Overlay: Not Applicable

Heritage Overlay: HERITAGE OVERLAY (HO491)

Public Acquisition Overlay: Not Applicable

Significant Landscape Overlay: Not Applicable

Special Building Overlay: Not Applicable

Vegetation Protection Overlay: Not Applicable

Other Overlays: Not Applicable

Proposed Planning Scheme Amendments: Not Applicable

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

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: 50951499 DATE: 11/05/2018

PLANNING CERTIFICATE

MAP Image
Not Available
For This Property

32.08**GENERAL RESIDENTIAL ZONE**16/01/2018
VC142

Shown on the planning scheme map as **GRZ**, **R1Z**, **R2Z** or **R3Z** with a number (if shown).

Purpose

- To implement the State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.
- To encourage development that respects the neighbourhood character of the area.
- To encourage a diversity of housing types and housing growth particularly in locations offering good access to services and transport.
- To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

32.08-127/03/2017
VC110**Neighbourhood character objectives**

A schedule to this zone may contain neighbourhood character objectives to be achieved for the area.

32.08-216/01/2018
VC142**Table of uses****Section 1 - Permit not required**

Use	Condition
Animal keeping (other than Animal boarding)	Must be no more than 2 animals.
Bed and breakfast	No more than 10 persons may be accommodated away from their normal place of residence. At least 1 car parking space must be provided for each 2 persons able to be accommodated away from their normal place of residence.
Dependent person's unit	Must be the only dependent person's unit on the lot.
Dwelling (other than Bed and breakfast)	
Home based business	
Informal outdoor recreation	
Medical centre	The gross floor area of all buildings must not exceed 250 square metres. Must not require a permit under clause 52.06-3. The site must adjoin, or have access to, a road in a Road Zone.
Place of worship	The gross floor area of all buildings must not exceed 250 square metres. The site must adjoin, or have access to, a road in a Road Zone.
Railway	
Residential aged care facility	
Tramway	
Any use listed in Clause 62.01	Must meet the requirements of Clause 62.01.

Section 2 - Permit required

Use	Condition
Accommodation (other than Dependent person's unit, Dwelling and Residential aged care facility)	
Agriculture (other than Animal keeping, Animal training, Apiculture, Horse stables and Intensive animal husbandry)	
Animal keeping (other than Animal boarding) – if the Section 1 condition is not met	Must be no more than 5 animals.
Car park	Must be used in conjunction with another use in Section 1 or 2.
Car wash	The site must adjoin, or have access to, a road in a Road Zone.
Convenience restaurant	The site must adjoin, or have access to, a road in a Road Zone.
Convenience shop	
Food and drink premises (other than Convenience restaurant and Take away food premises)	
Leisure and recreation (other than Informal outdoor recreation and Motor racing track)	
Market	
Place of assembly (other than Amusement parlour, Carnival, Circus, Nightclub, and Place of worship)	
Plant nursery	
Service station	<p>The site must either:</p> <ul style="list-style-type: none"> ▪ Adjoin a commercial zone or industrial zone. ▪ Adjoin, or have access to, a road in a Road Zone. <p>The site must not exceed either:</p> <ul style="list-style-type: none"> ▪ 3000 square metres. ▪ 3600 square metres if it adjoins on two boundaries a road in a Road Zone.
Store	Must be in a building, not a dwelling, and used to store equipment, goods, or motor vehicles used in conjunction with the occupation of a resident of a dwelling on the lot.
Take away food premises	The site must adjoin, or have access to, a road in a Road Zone.
Utility installation (other than Minor utility installation and Telecommunications facility)	
Any other use not in Section 1 or 3	

Section 3 – Prohibited

Use
Amusement parlour

Use
Animal boarding
Animal training
Brothel
Cinema based entertainment facility
Horse stables
Industry (other than Car wash)
Intensive animal husbandry
Motor racing track
Nightclub
Office (other than Medical centre)
Retail premises (other than Convenience shop, Food and drink premises, Market, and Plant nursery)
Saleyard
Stone extraction
Transport terminal
Warehouse (other than Store)

32.08-3

27/03/2017
VC110

Subdivision

Permit requirement

A permit is required to subdivide land.

An application to subdivide land that creates a vacant lot capable of development for a dwelling or residential building, must ensure that each lot created contains the minimum garden area set out in Clause 32.08-4.

Where a vacant lot less than 400 square metres is created, that lot must contain at least 25 percent of the lot as garden area. This does not apply to land where an approved precinct structure plan or an equivalent strategic plan applies.

An application to subdivide land, other than an application to subdivide land into lots each containing an existing dwelling or car parking space, must meet the requirements of Clause 56 and:

- Must meet all of the objectives included in the clauses specified in the following table.
- Should meet all of the standards included in the clauses specified in the following table.

Class of subdivision	Objectives and standards to be met
60 or more lots	All except Clause 56.03-5.
16 – 59 lots	All except Clauses 56.03-1 to 56.03-3, 56.03-5, 56.06-1 and 56.06-3.
3 – 15 lots	All except Clauses 56.02-1, 56.03-1 to 56.03-4, 56.05-2, 56.06-1, 56.06-3 and 56.06-6.
2 lots	Clauses 56.03-5, 56.04-2, 56.04-3, 56.04-5, 56.06-8 to 56.09-2.

32.08-427/03/2017
VC110**Construction or extension of a dwelling or residential building****Minimum garden area requirement**

Whether or not a planning permit is required for the construction or extension of a dwelling or residential building on a lot, a lot must provide the minimum garden area at ground level as set out in the following table:

Lot size	Minimum percentage of a lot set aside as garden area
400 - 500 square metres	25%
501 - 650 square metres	30%
Above 650 square metres	35%

32.08-516/01/2018
VC142**Construction and extension of one dwelling on a lot****Permit requirement**

A permit is required to construct or extend one dwelling on:

- A lot of less than 300 square metres.
- A lot of between 300 square metres and 500 square metres if specified in a schedule to this zone.

A permit is required to construct or extend a front fence within 3 metres of a street if:

- The fence is associated with one dwelling on:
 - A lot of less than 300 square metres, or
 - A lot of between 300 and 500 square metres if specified in a schedule to this zone, and
- The fence exceeds the maximum height specified in Clause 54.06-2.

A development must meet the requirements of Clause 54.

No permit required

No permit is required to:

- Construct or carry out works normal to a dwelling.
- Construct or extend an out-building (other than a garage or carport) on a lot provided the gross floor area of the out-building does not exceed 10 square metres and the maximum building height is not more than 3 metres above ground level.
- Make structural changes to a dwelling provided the size of the dwelling is not increased or the number of dwellings is not increased.

32.08-613/04/2017
VC136**Construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings****Permit requirement**

A permit is required to:

- Construct a dwelling if there is at least one dwelling existing on the lot.
- Construct two or more dwellings on a lot.
- Extend a dwelling if there are two or more dwellings on the lot.

- Construct or extend a dwelling if it is on common property.
 - Construct or extend a residential building.
- A permit is required to construct or extend a front fence within 3 metres of a street if:
- The fence is associated with 2 or more dwellings on a lot or a residential building, and
 - The fence exceeds the maximum height specified in Clause 55.06-2.
- A development must meet the requirements of Clause 55. This does not apply to a development of five or more storeys, excluding a basement.
- An apartment development of five or more storeys, excluding a basement, must meet the requirements of Clause 58.
- A permit is not required to construct one dependent person's unit on a lot.

Transitional provisions

Clause 55 of this scheme, as in force immediately before the approval date of Amendment VC136, continues to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

Clause 58 does not apply to:

- An application for a planning permit lodged before the approval date of Amendment VC136.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before the approval date of Amendment VC136.

32.08-7 Requirements of Clause 54 and Clause 55

27/03/2017
VC110

A schedule to this zone may specify the requirements of:

- Standards A3, A5, A6, A10, A11, A17 and A20 of Clause 54 of this scheme.
- Standards B6, B8, B9, B13, B17, B18, B28 and B32 of Clause 55 of this scheme.

If a requirement is not specified in a schedule to this zone, the requirement set out in the relevant standard of Clause 54 or Clause 55 applies.

32.08-8 Buildings and works associated with a Section 2 use

27/03/2017
VC110

A permit is required to construct a building or construct or carry out works for a use in Section 2 of Clause 32.08-2.

32.08-9 Maximum building height requirement for a dwelling or residential building

27/03/2017
VC110

A building must not be constructed for use as a dwelling or a residential building that:

- exceeds the maximum building height specified in a schedule to this zone; or
- contains more than the maximum number of storeys specified in a schedule to this zone.

If no maximum building height or maximum number of storeys is specified in a schedule to this zone:

- the building height must not exceed 11 metres; and
- the building must contain no more than 3 storeys at any point.

A building may exceed the applicable maximum building height or contain more than the applicable maximum number of storeys if:

- It replaces an immediately pre-existing building and the new building does not exceed the building height or contain a greater number of storeys than the pre-existing building.
- There are existing buildings on both abutting allotments that face the same street and the new building does not exceed the building height or contain a greater number of storeys than the lower of the existing buildings on the abutting allotments.
- It is on a corner lot abutted by lots with existing buildings and the new building does not exceed the building height or contain a greater number of storeys than the lower of the existing buildings on the abutting allotments.
- It is constructed pursuant to a valid building permit that was in effect prior to the introduction of this provision.

An extension to an existing building may exceed the applicable maximum building height or contain more than the applicable maximum number of storeys if it does not exceed the building height of the existing building or contain a greater number of storeys than the existing building.

A building may exceed the maximum building height by up to 1 metre if the slope of the natural ground level, measured at any cross section of the site of the building wider than 8 metres, is greater than 2.5 degrees.

A basement is not a storey for the purposes of calculating the number of storeys contained in a building.

The maximum building height and maximum number of storeys requirements in this zone or a schedule to this zone apply whether or not a planning permit is required for the construction of a building.

Building height if land is subject to inundation

If the land is in a Special Building Overlay, Land Subject to Inundation Overlay or is land liable to inundation the maximum building height specified in the zone or schedule to the zone is the vertical distance from the minimum floor level determined by the relevant drainage authority or floodplain management authority to the roof or parapet at any point.

32.08-10 Application requirements

13/04/2017
VC136

An application must be accompanied by the following information, as appropriate:

- For a residential development of four storeys or less, the neighbourhood and site description and design response as required in Clause 54 and Clause 55.
- For an apartment development of five or more storeys, an urban context report and design response as required in Clause 58.01.
- For an application for subdivision, a site and context description and design response as required in Clause 56.
- Plans drawn to scale and dimensioned which show:
 - Site shape, size, dimensions and orientation.
 - The siting and use of existing and proposed buildings.
 - Adjacent buildings and uses.
 - The building form and scale.
 - Setbacks to property boundaries.
- The likely effects, if any, on adjoining land, including noise levels, traffic, the hours of delivery and despatch of good and materials, hours of operation and light spill, solar access and glare.
- Any other application requirements specified in a schedule to this zone.

If in the opinion of the responsible authority an application requirement is not relevant to the evaluation of an application, the responsible authority may waive or reduce the requirement.

32.08-11 Exemption from notice and review

27/03/2017
VC110

Subdivision

An application to subdivide land into lots each containing an existing dwelling or car parking space is exempt from the notice requirements of Section 52(1)(a), (b) and (d), the decision requirements of Section 64(1), (2) and (3) and the review rights of Section 82(1) of the Act.

32.08-12 Decision guidelines

29/08/2017
VC139

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

General

- The State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.
- The purpose of this zone.
- The objectives set out in a schedule to this zone.
- Any other decision guidelines specified in a schedule to this zone.

Subdivision

- The pattern of subdivision and its effect on the spacing of buildings.
- For subdivision of land for residential development, the objectives and standards of Clause 56.

Dwellings and residential buildings

- For the construction and extension of one dwelling on a lot, the objectives, standards and decision guidelines of Clause 54.
- For the construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings, the objectives, standards and decision guidelines of Clause 55. This does not apply to an apartment development of five or more storeys, excluding a basement.
- For the construction and extension of an apartment development of five or more storeys, excluding a basement, the objectives, standards and decisions guidelines of Clause 58.

Non-residential use and development

- Whether the use or development is compatible with residential use.
- Whether the use generally serves local community needs.
- The scale and intensity of the use and development.
- The design, height, setback and appearance of the proposed buildings and works.
- The proposed landscaping.
- The provision of car and bicycle parking and associated accessways.
- Any proposed loading and refuse collection facilities.

- The safety, efficiency and amenity effects of traffic to be generated by the proposal.

32.08-13 Advertising signs

27/03/2017
VC110

Advertising sign requirements are at Clause 52.05. This zone is in Category 3.

32.08-14 Transitional provisions

27/03/2017
VC110

The minimum garden area requirement of Clause 32.08-4 and the maximum building height and number of storeys requirements of Clause 32.08-9 introduced by Amendment VC110 do not apply to:

- A dwelling or residential building constructed on a lot before the approval date of Amendment VC110.
- A planning permit application for the construction or extension of a dwelling or residential building lodged before the approval date of Amendment VC110.
- Where a planning permit is not required for the construction or extension of a dwelling or residential building:
 - A building permit issued for the construction or extension of a dwelling or residential building before the approval date of Amendment VC110.
 - A building surveyor has been appointed to issue a building permit for the construction or extension of a dwelling or residential building before the approval date of Amendment VC110. A building permit must be issued within 12 months of the approval date of Amendment VC110.
 - A building surveyor is satisfied, and certifies in writing, that substantial progress was made on the design of the construction or extension of a dwelling or residential building before the approval date of Amendment VC110. A building permit must be issued within 12 months of the approval date of Amendment VC110.

The minimum garden area requirement of Clause 32.08-4 introduced by Amendment VC110 does not apply to a planning permit application to subdivide land for a dwelling or a residential building lodged before the approval date of Amendment VC110.

Notes:

Refer to the State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement, for strategies and policies which may affect the use and development of land.

Check whether an overlay also applies to the land.

Other requirements may also apply. These can be found at Particular Provisions.

28/05/2015
C189**SCHEDULE 2 TO CLAUSE 32.08 GENERAL RESIDENTIAL ZONE**Shown on the planning scheme map as **GRZ2**.**RESIDENTIAL AREAS****1.0**30/04/2015
C176**Permit requirement for the construction or extension of one dwelling on a lot**

Is a permit required to construct or extend one dwelling on a lot of between 300 square metres and 500 square metres?

Yes

2.030/04/2015
C176**Requirements of Clause 54 and Clause 55**

	Standard	Requirement
Minimum street setback	A3 and B6	None specified
Site coverage	A5 and B8	None specified
Permeability	A6 and B9	None specified
Landscaping	B13	None specified
Side and rear setbacks	A10 and B17	None specified
Walls on boundaries	A11 and B18	None specified
Private open space	A17	None specified
	B28	None specified
Front fence height	A20 and B32	None specified

3.030/04/2015
C176**Maximum building height requirement for a dwelling or residential building**

A building used as a dwelling or residential building must not exceed the height of 9 metres.

This does not apply to:

- An extension of an existing building that exceeds the specified building height provided that the extension does not exceed the existing building height.
- An extension of an existing building or the construction of a new building that exceeds the specified building height which does not exceed the height of immediately adjacent buildings facing the same street.
- The rebuilding of a lawful building or works which have been damaged or destroyed.
- A building which exceeds the specified building height for which a valid building permit was in effect prior to the introduction of this provision.

4.030/04/2015
C176**Application requirements**

None specified

5.030/04/2015
C176**Decision guidelines**

The following decision guidelines apply to an application for a permit under Clause 32.08, in addition to those specified in Clause 32.08 and elsewhere in the scheme:

- Whether a loss of amenity would result in varying the requirements of part 2.0 of this schedule.
- The amenity impact on surrounding land uses.
- Whether opportunities exist to avoid a building being visually obtrusive through the use of alternative building designs, particularly for developments with overall building heights in excess of 9 metres.
- Whether subdivision will result in development which is not in keeping with the character and appearance of adjacent buildings, the streetscape or the area.
- The layout and appearance of areas set aside for car parking, access and egress, loading and unloading and the location of any proposed off street car parking.

6.028/05/2015
C189**Transitional provisions**

Schedule 2 to Clause 32.08 to the General Residential Zone does not apply to an application to construct a dwelling or residential building made before the approval date of the planning scheme amendment that introduced this schedule into the planning scheme. The requirements of Clause 54 as they apply to Clause 54.03-2 or of Clause 55 as they apply to Clause 55.03-2 as in force immediately before the said approved date continue to apply.

Despite the provisions of Schedule 2 to Clause 32.08, these do not apply to an application under section 69 of the Act to extend a permit to construct or extend a development.

43.01

HERITAGE OVERLAY

28/03/2018
VC145

Shown on the planning scheme map as HO with a number (if shown).

Purpose

- To implement the State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.
- To conserve and enhance heritage places of natural or cultural significance.
- To conserve and enhance those elements which contribute to the significance of heritage places.
- To ensure that development does not adversely affect the significance of heritage places.
- To conserve specified heritage places by allowing a use that would otherwise be prohibited if this will demonstrably assist with the conservation of the significance of the heritage place.

Scope

The requirements of this overlay apply to heritage places specified in the schedule to this overlay. A heritage place includes both the listed heritage item and its associated land. Heritage places may also be shown on the planning scheme map.

43.01-1

Permit requirement

28/03/2018
VC145

A permit is required to:

- Subdivide land.
- Demolish or remove a building.
- Construct a building or construct or carry out works, including:
 - Domestic services normal to a dwelling if the services are visible from a street (other than a lane) or public park.
 - A solar energy facility attached to a building that primarily services the land on which it is situated if the services are visible from a street (other than a lane) or public park.
 - A rainwater tank if the rainwater tank is visible from a street (other than a lane) or public park.
 - A fence, if the fence is visible from a street (other than a lane) or public park.
 - Roadworks which change the appearance of a heritage place or which are not generally undertaken to the same details, specifications and materials.
 - Street furniture other than:
 - traffic signals, traffic signs, fire hydrants, parking meters, post boxes and seating.
 - speed humps, pedestrian refuges and splitter islands.
 - A domestic swimming pool or spa and associated mechanical and safety equipment, if the swimming pool or spa and associated equipment are visible from a street (other than a lane) or public park.
 - A pergola or verandah, including an open-sided pergola or verandah to a dwelling with a finished floor level not more than 800mm above ground level and a maximum building height of 3 metres above ground level.
 - A deck, including a deck to a dwelling with a finished floor level not more than 800mm above ground level, if the deck is visible from a street (other than a lane) or public park

- Non-domestic disabled access, excluding a non-domestic disabled access ramp if the ramp is not visible from a street (other than a lane) or public park.
- An electric vehicle charging station if the charging station is visible from a street (other than a lane) or public park.
- Services normal to a building other than a dwelling, including chimneys, flues, skylights, heating and cooling systems, hot water systems, security systems and cameras, downpipes, window shading devices, or similar, if the works are visible from a street (other than a lane) or public park.
- Externally alter a building by structural work, rendering, sandblasting or in any other way.
- Construct or display a sign.
- Externally paint a building if the schedule to this overlay specifies the heritage place as one where external paint controls apply.
- Externally paint an unpainted surface.
- Externally paint a building if the painting constitutes an advertisement.
- Internally alter a building if the schedule to this overlay specifies the heritage place as one where internal alteration controls apply.
- Carry out works, repairs and routine maintenance which change the appearance of a heritage place or which are not undertaken to the same details, specifications and materials.
- Remove, destroy or lop a tree if the schedule to this overlay specifies the heritage place as one where tree controls apply. This does not apply:
 - To any action which is necessary to keep the whole or any part of a tree clear of an electric line provided the action is carried out in accordance with a code of practice prepared under Section 86 of the Electricity Safety Act 1998.
 - If the tree presents an immediate risk of personal injury or damage to property.

43.01-2 Places in the Victorian Heritage Register

21/11/2017
VC141

A heritage place which is included in the Victorian Heritage Register is subject to the requirements of the Heritage Act 2017.

Permit requirement

A permit is required under this overlay to subdivide a heritage place which is included in the Victorian Heritage Register. This includes the subdivision or consolidation of land including any building or airspace.

Referral of applications

An application to subdivide a heritage place which is included in the Victorian Heritage Register must be referred to the relevant referral authority under Section 55 of the Act in accordance with Clause 66 of this scheme.

43.01-3 No permit required

21/11/2017
VC141

No permit is required under this overlay:

- For anything done in accordance with an incorporated plan specified in a schedule to this overlay.
- To internally alter a church for liturgical purposes if the responsible authority is satisfied that the alterations are required for liturgical purposes.

- For interments, burials and erection of monuments, re-use of graves, burial of cremated remains and exhumation of remains in accordance with the Cemeteries and Crematoria Act 2003.
- To develop a heritage place which is included in the Victorian Heritage Register, other than an application to subdivide a heritage place of which all or part is included in the Victorian Heritage Register.

43.01-4 Exemption from notice and review

28/03/2018
VC145

An application under this overlay for any of the following classes of development is exempt from the notice requirements of Section 52(1) (a), (b) and (d), the decision requirements of Section 64(1), (2) and (3) and the review rights of Section 82(1) of the Act:

- Demolition or removal of an outbuilding (including a carport, garage, pergola, verandah, deck, shed or similar structure) unless the outbuilding is specified in the schedule to this overlay.
- Demolition or removal of a fence unless the fence is specified in the schedule to this overlay.
- External alteration of a building.
- External painting.
- Construction of a fence.
- Construction of a carport, garage, pergola, verandah, deck, shed or similar structure.
- Domestic services normal to a dwelling.
- Carry out works, repairs and routine maintenance.
- Internally alter a building.
- Non-domestic disabled access ramp.
- Construction of a vehicle cross-over.
- Construction of a domestic swimming pool or spa and associated mechanical equipment and safety fencing.
- Construction of a tennis court.
- Construction of a rainwater tank.
- Construction or display of a sign.
- Lopping of a tree.
- Construction of seating, picnic tables, drinking taps, barbeques, rubbish bins, security lighting, irrigation, drainage or underground infrastructure, bollards, telephone boxes.
- Roadworks.
- An electric vehicle charging station.
- Services normal to a building other than a dwelling, including chimneys, flues, skylights, heating and cooling systems, hot water systems, security systems and cameras, downpipes, window shading devices, or similar.

43.01-5 Decision guidelines

21/11/2017
VC141

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.

- The significance of the heritage place and whether the proposal will adversely affect the natural or cultural significance of the place.
- Any applicable statement of significance, heritage study and any applicable conservation policy.
- Whether the location, bulk, form or appearance of the proposed building will adversely affect the significance of the heritage place.
- Whether the location, bulk, form and appearance of the proposed building is in keeping with the character and appearance of adjacent buildings and the heritage place.
- Whether the demolition, removal or external alteration will adversely affect the significance of the heritage place.
- Whether the proposed works will adversely affect the significance, character or appearance of the heritage place.
- Whether the proposed subdivision will adversely affect the significance of the heritage place.
- Whether the proposed subdivision may result in development which will adversely affect the significance, character or appearance of the heritage place.
- Whether the proposed sign will adversely affect the significance, character or appearance of the heritage place.
- Whether the lopping or development will adversely affect the health, appearance or significance of the tree.

43.01-6 Use of a heritage place

28/03/2018
VC145

A permit may be granted to use a heritage place (including a heritage place which is included in the Victorian Heritage Register) for a use which would otherwise be prohibited if all of the following apply:

- The schedule to this overlay specifies the heritage place as one where prohibited uses may be permitted.
- The use will not adversely affect the significance of the heritage place.
- The benefits obtained from the use can be demonstrably applied towards the conservation of the heritage place.

Decision guidelines

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider the effect of the use on the amenity of the area.

43.01-7 Aboriginal heritage places

28/03/2018
VC145

A heritage place specified in the schedule to this overlay as an Aboriginal heritage place is also subject to the requirements of the Aboriginal Heritage Act 2006.

Notes: Refer to the State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement, for strategies and policies which may affect the use and development of land.

Check the requirements of the zone which applies to the land.

Other requirements may also apply. These can be found at Particular Provisions.

YARRA PLANNING SCHEME

PS map ref	Heritage Place	External Paint Controls Apply?	Internal Alteration Controls Apply?	Tree Controls Apply?	Outbuildings or fences which are not exempt under Clause 43.01-3	Included on the Victorian Heritage Register under the Heritage Act 1995?	Prohibited uses may be permitted?	Name of Incorporated Plan under Clause 43.01-2	Aboriginal heritage place?
HO484	327-329 BURNLEY STREET, RICHMOND Greek Orthodox Church	No	No	No	No	No	No	No	No
HO485	8 CORSAIR STREET, RICHMOND Opportunity Club for Girls (former)	Yes	No	No	No	No	No	No	No
HO486	30 CORSAIR STREET, RICHMOND House	No	No	No	No	No	No	No	No
HO487	8 DICKENS STREET, RICHMOND House	No	No	No	No	No	No	No	No
HO488	32-36 FARMER STREET, RICHMOND Terrace	Yes	No	No	No	No	No	No	No
HO489	85-91 LORD STREET, RICHMOND Houses	Yes	No	No	No	No	No	No	No
HO490	72-80 STAWELL STREET, RICHMOND Houses	Yes	No	No	No	No	No	No	No
HO491	69 & 89 TYPE STREET, RICHMOND Floyd Green & Co. Glassworks (former)	No	No	No	No	No	No	No	No



City of Yarra
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PO Box 168
Richmond VIC 3121
DX 30205
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E info@yarracity.vic.gov.au
W www.yarracity.vic.gov.au
Interpreter Services (03) 9280 1940
TTY (03) 9421 4192
ABN 98 394 086 520

Date: 06 July 2018

Land Information Certificate Section 229 Local Government Act 1989

Certificate No: wLIC17/8394
Property Number: 171045

SAI Global Property Division Pty Ltd
Attention: Accounts Payable
Gpo Box 5420
SYDNEY NSW 2001

Applicant Reference: 180806

Agent Reference: 51979688:81571713

Applicant Phone:

Location:

69 Type St
Richmond VIC 3121

Title Description: Lot 1 TP 378074V Vol 6465 Fol 877
Site Dimensions: Front 13.51 Rear 13.51 Left 30.86 Right 30.86

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a local law of the Council. This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

VALUATION DETAILS

Base Date of Valuation: 01/01/2018
Effective Date of Valuation: 01/07/2018
Current Net Annual Value: \$108500
Current Capital Improved Value: \$2170000
Current Site Value: \$1860000

RATES AND CHARGES

	<i>Amount</i>
Current Years Rates	\$3831.13
Current Years Fire Service Levy	\$208.82
Balance Outstanding	\$4039.95



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Certificate No: wLIC17/8394

THE 2018/2019 RATING PERIOD IS FROM 1/7/2018 to 30/6/2019

- Any arrears shown are now overdue for payment and may already be the subject of separate legal action.
- Any payments shown are subject to clearance by bank.
- Interest is calculated at 10% p.a. on all overdue amounts.

Rates are levied on the Net Annual Value (NAV) of properties.

In accordance with Section 175 of the *Local Government Act 1989*, the new owner must pay all amounts unpaid by the following dates:

- INSTALMENTS due by 01 October 2018, 30 November 2018, 28 February 2019 and 31 May 2019.

NOTICES and ORDERS

Money owing for works under the <i>Local Government Act 1958</i>	NIL
Potential liability for rates under the <i>Recreational and Cultural Lands Act 1963</i>	NIL
Outstanding amount for recreational purposes or any transfer of land under Section 18 of the <i>Subdivisions Act 1988</i> or the <i>Local Government Act 1958</i>	NIL
Money owing under Section 94(5) of the <i>Electricity Industry Act 2000 Local Government Act 1989</i> :	NIL
• Section 173 - Supplementary valuation and rates;	No
• Section 174A - Cessation of Residential Use Rate - back rates;	No
• Section 227 - Money owing by former owner/occupier for other services;	NIL
Special Rates and Charges	No
Outstanding Orders under By-Laws or Local Laws:	No
Outstanding Prohibition / Improvement Notices under <i>Public Health and Wellbeing Act 2008</i>	No

PLEASE NOTE

This property may not be eligible to receive a Parking Permit.

In 2003 Council introduced a policy to ease the pressure on street parking. New development that increase the density (e.g. dual occupancies) are not eligible for parking permits. Developers either have to provide off-street parking or the property is sold without the provision of a parking permit.

For further information please contact Parking Services on (03) 9205 5255.

Designated Flood Level: The authority for the designated flood levels has been delegated to: Melbourne Water, Land Development Water Ways & Drainage, phone (03) 9679 7100.

 PAY	Biller Code: 171074 Reference Number: 1710458
---	--

Signed:



(Authorised Officer)



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IMPORTANT CHANGES TO CERTIFICATE UPDATES

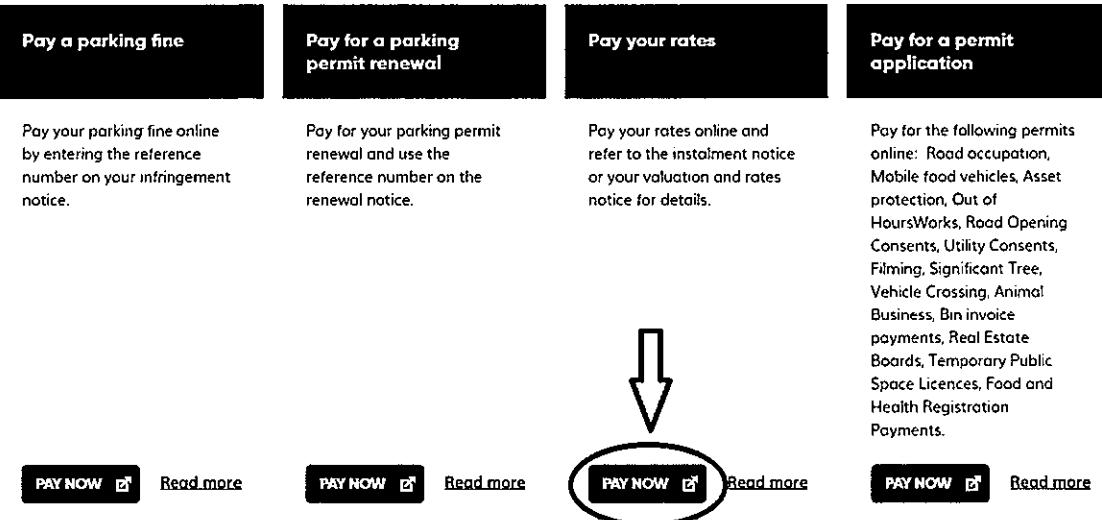
As of 1 January 2018, Council no longer provides verbal updates on Land Information Certificates via telephone contact. Instead, Council now provides you the ability to check the balance of your certificate online via the below website.

Please note: From 01 October 2018, Council will no longer provide updates on Land Information Certificates. Should you wish to obtain the amount owing, this will only be available via a Land Information Certificate.

<https://www.yarracity.vic.gov.au/payments>

Simply click on the **PAY NOW** icon under **Pay your rates**.

PAYMENTS





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PAYMENTS

PROPERTY RATES NOTICE

Now enter the Property Number on your Certificate (located in the top right hand corner on the first page), and click on **CHECK**.

- Refer to *Instalment Notice OR Valuation and Rates Notice.*
- Enter the numbers below (*no spaces or special characters*)

*Property Number:

Property Number must be at least 6 digits

426190



e.g. 123456

CHECK

CANCEL

Click CHECK to begin

PAYMENTS

ENTER AN AMOUNT

The website will now display the Full Amount owing for the year, which is the updated figure you are enquiring about.

Once you have located this figure, you may exit the website (clicking **CONFIRM** will only prompt you for immediate payment).

IMPORTANT: The figure noted in *Amount Due* and *Amount to Pay*, is the amount owing by the next installment date only, and **NOT** the amount outstanding for the financial year.

- Please check *Amount to Pay* for Property Rates Notice.

Property Number: 426190

Location: Barnet Way Richmond VIC 3121

Full Amount: \$ 300.99



Amount Due: \$ 150.99

*Amount to Pay:

150.99

Next you will be asked to confirm the payment amount.

CONFIRM

CANCEL

Choose CONFIRM to process your payment

Requesting Further Details

If you require more information (such as a breakdown of charges), this information is now only provided via a Land Information Certificate. Please ensure that you submit a new electronic application a minimum of seven (7) business days prior to settlement.

Penalty Interest



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ABN 98 394 086 520

If you have concerns in regard to penalty interest being raised for outstanding amounts, please ensure to check the balance on the day of settlement. Council does not estimate penalty interest for future dates.

Paying electronically (instead of by personal or bank cheque) ensures that payments are not delayed due to postal delivery. Payments received after an instalment's due date may result in the application of penalty interest which will remain on the account.

Exception: Pending Subdivisions and Consolidations

If you have been issued a Land Information certificate that has a pending subdivision or consolidation, you may not be provided an accurate balance using the above method IF a supplementary valuation has been completed.

For properties pending subdivisions and consolidations, please call the Revenue Services Department on (03) 9205 5555 to check the current status of your property.

Cannot Process Error

PAYMENTS

CANNOT PROCESS

Response : PAYMENT NOT FOUND

CANCEL

RETURN TO HOME

Should you have any questions, please contact City of Yarra on 9205 5555

If you receive the above error when checking your balance, the property may have a credit balance.

For properties with this "error", please call the Revenue Services Department on (03) 9205 5555 to check the current status of your property.



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Interpreter Services (03) 9280 1940
TTY (03) 9421 4192
ABN 98 394 086 520

Date: 06 July 2018

Land Information Certificate *Section 229 Local Government Act 1989*

Certificate No: wLIC17/8395

Property Number: 419930

SAI Global Property Division Pty Ltd
Attention: Accounts Payable
Gpo Box 5420
SYDNEY NSW 2001

Applicant Reference: 180806

Agent Reference: 51979789:81571851

Applicant Phone:

Location:

1/89 Type St
Richmond VIC 3121

Title Description: Lot 1 TP 133920A Vol 10842 Fol 540

Site Dimensions: Front 15.7 Rear 30.86 Left 15.7 Right 30.86

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a local law of the Council. This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

VALUATION DETAILS

Base Date of Valuation: 01/01/2018

Effective Date of Valuation: 01/07/2018

Current Net Annual Value: \$90500

Current Capital Improved Value: \$1810000

Current Site Value: \$1810000

RATES AND CHARGES

	<i>Amount</i>
Current Years Rates	\$3195.55
Current Years Fire Service Levy	\$1542.73
Balance Outstanding	\$4738.28



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ABN 98 394 086 520

THE 2018/2019 RATING PERIOD IS FROM 1/7/2018 to
30/6/2019

Certificate No:

wLIC17/8395

- Any arrears shown are now overdue for payment and may already be the subject of separate legal action.
- Any payments shown are subject to clearance by bank.
- Interest is calculated at 10% p.a. on all overdue amounts.

Rates are levied on the Net Annual Value (NAV) of properties.

In accordance with Section 175 of the *Local Government Act 1989*, the new owner must pay all amounts unpaid by the following dates:

- INSTALMENTS due by 01 October 2018, 30 November 2018, 28 February 2019 and 31 May 2019.

NOTICES and ORDERS

Money owing for works under the *Local Government Act 1958*

NIL

Potential liability for rates under the *Recreational and Cultural Lands Act 1963*

NIL

Outstanding amount for recreational purposes or any transfer of land under Section 18 of the *Subdivisions Act 1988* or the *Local Government Act 1958*

NIL

Money owing under Section 94(5) of the *Electricity Industry Act 2000 Local Government Act 1989*:

NIL

- Section 173 - Supplementary valuation and rates;
- Section 174A - Cessation of Residential Use Rate - back rates;
- Section 227 - Money owing by former owner/occupier for other services;

No

No

NIL

No

No

No

No

Special Rates and Charges

Outstanding Orders under By-Laws or Local Laws:

Outstanding Prohibition / Improvement Notices under *Public Health and Wellbeing Act 2008*

No

PLEASE NOTE

This property will NOT be eligible to receive a Parking Permit.

In 2003 Council introduced a policy to ease the pressure on street parking. New development that increase the density (e.g. dual occupancies) are not eligible for parking permits. Developers either have to provide off-street parking or the property is sold without the provision of a parking permit.

For further information please contact Parking Services on (03) 9205 5255.

Please Note: There are multiple occupancies located on this title with the street addresses "1/89 Type Street, Richmond" (#419930) & "2/89 Type Street, Richmond" (#419940). You may wish to apply for other certificates for the rates information on the additional occupancy.

Designated Flood Level: The authority for the designated flood levels has been delegated to:
Melbourne Water, Land Development Water Ways & Drainage, phone (03) 9679 7100.



Biller Code: 171074
Reference Number: 4199303

Signed:

(Authorised Officer)



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IMPORTANT CHANGES TO CERTIFICATE UPDATES

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<https://www.yarracity.vic.gov.au/payments>

Simply click on the **PAY NOW** icon under **Pay your rates**.

PAYMENTS

Pay a parking fine

Pay your parking fine online by entering the reference number on your infringement notice.

Pay for a parking permit renewal

Pay for your parking permit renewal and use the reference number on the renewal notice.

Pay your rates

Pay your rates online and refer to the instalment notice or your valuation and rates notice for details.

Pay for a permit application

Pay for the following permits online: Road occupation, Mobile food vehicles, Asset protection, Out of HoursWorks, Road Opening Consents, Utility Consents, Filing, Significant Tree, Vehicle Crossing, Animal Business, Bin invoice payments, Real Estate Boards, Temporary Public Space Licences, Food and Health Registration Payments.

PAY NOW

[Read more](#)

PAY NOW

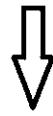
[Read more](#)

PAY NOW

[Read more](#)

PAY NOW

[Read more](#)





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PAYMENTS

PROPERTY RATES NOTICE

Now enter the Property Number on your Certificate (located in the top right hand corner on the first page), and click on **CHECK**.

- Refer to *Instalment Notice OR Valuation and Rates Notice.*
- Enter the numbers below (*no spaces or special characters*)

*Property Number:

Property Number must be at least 6 digits

426190



e.g. 123456

CHECK

CANCEL

Click CHECK to begin

PAYMENTS

ENTER AN AMOUNT

The website will now display the Full Amount owing for the year, which is the updated figure you are enquiring about.

Once you have located this figure, you may exit the website (clicking **CONFIRM** will only prompt you for immediate payment).

IMPORTANT: The figure noted in *Amount Due* and *Amount to Pay*, is the amount owing by the next installment date only, and **NOT** the amount outstanding for the financial year.

- Please check *Amount to Pay* for Property Rates Notice.

Property Number: 426190

Locotion: Barnet Way Richmond VIC 3121

Full Amount: \$ 300.99



Amount Due: \$ 150.99

*Amount to Pay:

150.99

Next you will be asked to confirm the payment amount.

CONFIRM

CANCEL

Choose CONFIRM to process your payment

Requesting Further Details

If you require more information (such as a breakdown of charges), this information is now only provided via a Land Information Certificate. Please ensure that you submit a new electronic application a minimum of **seven (7) business days** prior to settlement.

Penalty Interest



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Exception: Pending Subdivisions and Consolidations

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For properties pending subdivisions and consolidations, please call the Revenue Services Department on (03) 9205 5555 to check the current status of your property.

Cannot Process Error

PAYMENTS

CANNOT PROCESS

Response : PAYMENT NOT FOUND

CANCEL

RETURN TO HOME

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ABN 98 394 086 520

Date: 10 July 2018

Land Information Certificate
Section 229 Local Government Act 1989

Certificate No: wLIC17/8451

Property Number: 419940

SAI Global Property Division Pty Ltd
Attention: Accounts Payable
Gpo Box 5420
SYDNEY NSW 2001

Applicant Reference: 180806

Agent Reference: 52038698:81657914

Applicant Phone:

Location:

2/89 Type St
Richmond VIC 3121

Title Description: Lot 1 TP 133920A Vol 10842 Fol 540

Site Dimensions: Front 15.7 Rear 15.7 Left 30.86 Right 30.86

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a local law of the Council. This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

VALUATION DETAILS

Base Date of Valuation: 01/01/2018

Effective Date of Valuation: 01/07/2018

Current Net Annual Value: \$63000

Current Capital Improved Value: \$1260000

Current Site Value: \$1260000

RATES AND CHARGES

	<i>Amount</i>
Current Years Rates	\$2224.53
Current Years Fire Service Levy	\$1139.58
Balance Outstanding	\$3364.11



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Certificate No: wLIC17/8451

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NOTICES and ORDERS

Money owing for works under the <i>Local Government Act 1958</i>	NIL
Potential liability for rates under the <i>Recreational and Cultural Lands Act 1963</i>	NIL
Outstanding amount for recreational purposes or any transfer of land under Section 18 of the <i>Subdivisions Act 1988</i> or the <i>Local Government Act 1958</i>	NIL
Money owing under Section 94(5) of the <i>Electricity Industry Act 2000 Local Government Act 1989</i> :	NIL
• Section 173 - Supplementary valuation and rates;	No
• Section 174A - Cessation of Residential Use Rate - back rates;	No
• Section 227 - Money owing by former owner/occupier for other services;	NIL
Special Rates and Charges	No
Outstanding Orders under By-Laws or Local Laws:	No
Outstanding Prohibition / Improvement Notices under <i>Public Health and Wellbeing Act 2008</i>	No

PLEASE NOTE

This property will NOT be eligible to receive a Parking Permit.

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For further information please contact Parking Services on (03) 9205 5255.

Designated Flood Level: The authority for the designated flood levels has been delegated to:
Melbourne Water, Land Development Water Ways & Drainage, phone (03) 9679 7100.



Biller Code: 171074
Reference Number: 4199402

Signed:

(Authorised Officer)



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IMPORTANT CHANGES TO CERTIFICATE UPDATES

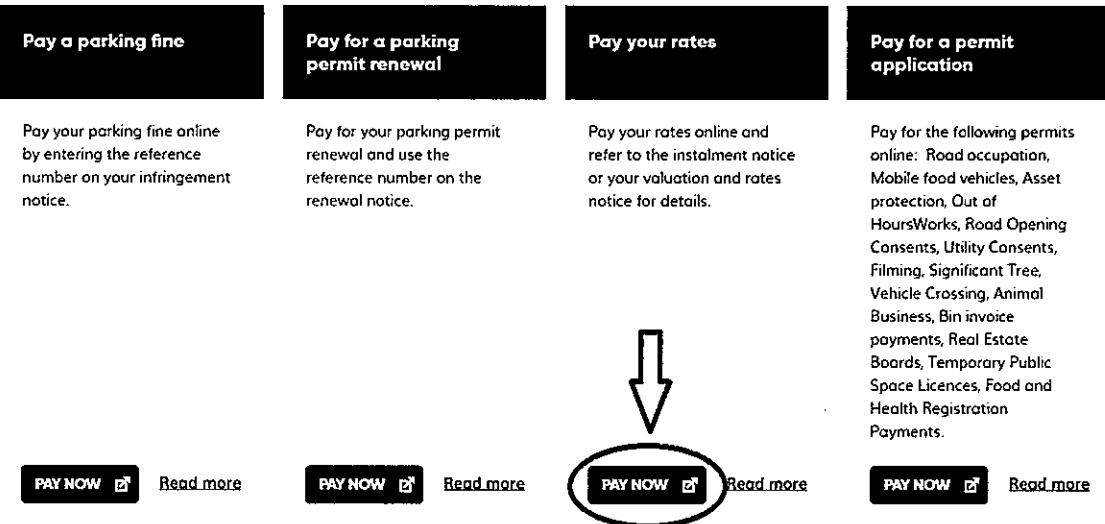
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<https://www.yarracity.vic.gov.au/payments>

Simply click on the **PAY NOW** icon under **Pay your rates**.

PAYMENTS





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PAYMENTS

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- Refer to *Instalment Notice OR Valuation and Rates Notice.*
- Enter the numbers below (*no spaces or special characters*)

*Property Number:

Property Number must be at least 6 digits

426190



e.g. 123456

CHECK

CANCEL

Click CHECK to begin

PAYMENTS

ENTER AN AMOUNT

The website will now display the Full Amount owing for the year, which is the updated figure you are enquiring about.

Once you have located this figure, you may exit the website (clicking **CONFIRM** will only prompt you for immediate payment).

IMPORTANT: The figure noted in *Amount Due* and *Amount to Pay*, is the amount owing by the next installment date only, and **NOT** the amount outstanding for the financial year.

- Please check *Amount to Pay* for Property Rates Notice.

Property Number: 426190

Location: Barnet Way Richmond VIC 3121

Full Amount: \$ 300.99



Amount Due: \$ 150.99

*Amount to Pay:

150.99

Next you will be asked to confirm the payment amount.

CONFIRM

CANCEL

Choose CONFIRM to process your payment

Requesting Further Details

If you require more information (such as a breakdown of charges), this information is now only provided via a Land Information Certificate. Please ensure that you submit a new electronic application a minimum of **seven (7) business days** prior to settlement.

Penalty Interest



City of Yarra
Rates Department
PO Box 168
Richmond VIC 3121
DX 30205
T (03) 9205 5555
F (03) 8417 6666
E info@yarracity.vic.gov.au
W www.yarracity.vic.gov.au
Interpreter Services (03) 9280 1940
TTY (03) 9421 4192
ABN 98 394 086 520

If you have concerns in regard to penalty interest being raised for outstanding amounts, please ensure to check the balance on the day of settlement. Council does not estimate penalty interest for future dates.

Paying electronically (instead of by personal or bank cheque) ensures that payments are not delayed due to postal delivery. Payments received after an instalment's due date may result in the application of penalty interest which will remain on the account.

Exception: Pending Subdivisions and Consolidations

If you have been issued a Land Information certificate that has a pending subdivision or consolidation, you may not be provided an accurate balance using the above method IF a supplementary valuation has been completed.

For properties pending subdivisions and consolidations, please call the Revenue Services Department on (03) 9205 5555 to check the current status of your property.

Cannot Process Error

PAYMENTS

CANNOT PROCESS

Response : PAYMENT NOT FOUND

CANCEL

RETURN TO HOME

Should you have any questions, please contact City of Yarra on 9205 5555

If you receive the above error when checking your balance, the property may have a credit balance.

For properties with this "error", please call the Revenue Services Department on (03) 9205 5555 to check the current status of your property.



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

1210 5110 8119

DATE OF ISSUE - 5/07/2018

APPLICATION NO.

803944

SAI GLOBAL PROPERTY DIVISION PTY LTD

YOUR REF.

51979688:81571714

ACCOUNTS PAYABLE - LEVEL 9

GPO BOX 5420

SYDNEY NSW 2001

SOURCE NO.

99905059310

PROPERTY: 69 TYPE STREET RICHMOND VIC 3121

Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges

The sum of one thousand five hundred and thirteen dollars and fifty three cents is payable in respect of the property listed above to the end of the financial year.

If applicable, additional volumetric charges may be raised for periods after the date of the last meter read.

Service Charge Type	Annual charge 1/07/2018 - 30/06/2019	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - NRES	136.00	Quarterly	30/06/2018	0.00	0.00
PARKS SERVICE CHARGES	112.06	Annually	30/06/2018	0.00	0.00
WATER NETWORK CHARGE NON RESIDENTIAL	336.72	Quarterly	30/06/2018	0.00	0.00
SEWERAGE NETWORK CHARGE NON RESIDENTIAL	453.04	Quarterly	30/06/2018	0.00	0.00
TOTAL	1,037.82			0.00	0.00

Service charges owing to 30/06/2018	475.71
Service charges owing for this financial year	0.00
Volumetric charges owing to 19/06/2018.	0.00
Adjustments	0.00
Current amount outstanding	475.71
Plus remainder service charges to be billed	1,037.82
BALANCE including unbilled service charges	1,513.53

City West Water property settlement payments can be made via BPAY. If using BPAY please use the BPAY Biller code and reference below.

Biller Code: 8789

Reference: 1210 5110 8119



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

1210 5110 8119

DATE OF ISSUE - 5/07/2018

APPLICATION NO.

803944

Please note the water meter on this property was last read on 19/06/2018.

The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 19/06/2018 to the settlement date.

Based on the water consumption from the last bill for this property, the average daily cost of volumetric charges is as follows:

Drinking Water Usage \$0.00 per day

If a final meter reading is required for settlement purposes please contact City West Water on 131691 at least 7 business days prior to the settlement date. Please note that results of the final meter reading will not be available for at least two business days after the meter is read. An account for charges from the last meter read date 19/06/2018 to the final meter read date will be forwarded to the vendor of the property.

Where applicable, this statement gives particulars of City West Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

1210 5110 8119

DATE OF ISSUE - 5/07/2018

APPLICATION NO.

803944

Information given pursuant to section 158 of the Water Act 1989

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.

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact City West Water on 131691.

AUTHORISED OFFICER:

SANDRA MAGANAS
CUSTOMER OPERATIONS MANAGER
CUSTOMER OPERATIONS
CITY WEST WATER CORPORATION

Unless prior consent has been obtained from both CITY WEST WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

City West Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

Please contact City West Water prior to settlement for an update on these charges and remit payment to City West Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.



City West
Water™

Encumbrance Plan

69 TYPE STREET RICHMOND 3121

Application No. 803944



LEGEND

●	Circular Manhole	—	Recycled Water Main	—MW-SW—	MW Sewer Main
□	Inspection Shaft	—MW-CH—	MW Channel	—MW-AEW—	MW Abandoned Sewer Main
—	Sewer Main	—MW-ACH—	MW Abandoned Channel	—MW-WE—	MW Water Main
X-X	Abandoned Sewer Main	—MW-FNW—	MW Natural Waterway	—MW-HW—	MW Abandoned Water Main
—	Water Main	—MW-DR-UG—	MW Underground Drain	□	MW Manhole
X-X	Abandoned Water Main	—MW-DR-AG—	MW Abandoned Underground Drain	☒	MW Abandoned Manhole



Date: 05/07/2018

Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. City West Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

1252 6220 9116

DATE OF ISSUE - 10/07/2018

APPLICATION NO.

804487

SAI GLOBAL PROPERTY DIVISION PTY LTD

YOUR REF.

51979789:81571852

ACCOUNTS PAYABLE - LEVEL 9
GPO BOX 5420
SYDNEY NSW 2001

SOURCE NO.
99905059310

PROPERTY: 1/89 TYPE STREET BURNLEY VIC 3121

Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges

The sum of two hundred and forty four dollars and seventy two cents is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge 1/07/2018 - 30/06/2019	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - NRES	136.00	Quarterly	30/06/2018	0.00	0.00
PARKS SERVICE CHARGES	77.10	Annually	30/06/2018	0.00	0.00
TOTAL	213.10			0.00	0.00

Service charges owing to 30/06/2018	31.62
Service charges owing for this financial year	0.00
Adjustments	0.00
Current amount outstanding	31.62
Plus remainder service charges to be billed	213.10
BALANCE including unbilled service charges	244.72

City West Water property settlement payments can be made via BPAY. If using BPAY please use the BPAY Biller code and reference below.

Biller Code: 8789
Reference: 1252 6220 9116



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

1252 6220 9116

DATE OF ISSUE - 10/07/2018

APPLICATION NO.

804487

This property does not have a separate water meter but is supplied by a common water meter and any volume related charges are billed to the Owners Corporation.

Where applicable, this statement gives particulars of City West Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

1252 6220 9116

DATE OF ISSUE - 10/07/2018

APPLICATION NO.

804487

Information given pursuant to section 158 of the Water Act 1989

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.

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact City West Water on 131691.

AUTHORISED OFFICER:

SANDRA MAGANAS
CUSTOMER OPERATIONS MANAGER
CUSTOMER OPERATIONS
CITY WEST WATER CORPORATION

Unless prior consent has been obtained from both CITY WEST WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

City West Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

Please contact City West Water prior to settlement for an update on these charges and remit payment to City West Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

1210 5110 7110

DATE OF ISSUE - 10/07/2018

APPLICATION NO.

804487

SAI GLOBAL PROPERTY DIVISION PTY LTD

YOUR REF.

51979789:81571852

ACCOUNTS PAYABLE - LEVEL 9

GPO BOX 5420

SYDNEY NSW 2001

SOURCE NO.

99905059310

PROPERTY: 89 TYPE STREET BURNLEY VIC 3121

Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges

The sum of two thousand four hundred and fifteen dollars and sixty two cents is payable in respect of the property listed above to the end of the financial year.

If applicable, additional volumetric charges may be raised for periods after the date of the last meter read.

Service Charge Type	Annual charge 1/07/2018 - 30/06/2019	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATER NETWORK CHARGE NON RESIDENTIAL	336.72	Quarterly	30/06/2018	0.00	0.00
SEWERAGE NETWORK CHARGE NON RESIDENTIAL	453.04	Quarterly	30/06/2018	0.00	0.00
TOTAL	789.76			0.00	0.00

Service charges owing to 30/06/2018	394.92
Service charges owing for this financial year	0.00
Volumetric charges owing to 19/06/2018.	1,230.94
Adjustments	0.00
Current amount outstanding	1,625.86
Plus remainder service charges to be billed	789.76
BALANCE including unbilled service charges	2,415.62

City West Water property settlement payments can be made via BPAY. If using BPAY please use the BPAY Biller code and reference below.

Biller Code: 8789

Reference: 1210 5110 7110



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

1210 5110 7110

DATE OF ISSUE - 10/07/2018

APPLICATION NO.

804487

For the purpose of levying Parks and/or Waterways and Drainage charges Property no: 125262209 is not yet separately rated by City West Water and is part only of the property for which this certificate is issued. Property 125262209 may be separately rated from the date of sale and may attract these charges.

Please note the water meter on this property was last read on 19/06/2018.

The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 19/06/2018 to the settlement date.

Based on the water consumption from the last bill for this property, the average daily cost of volumetric charges is as follows:

Drinking Water Usage	\$4.06 per day
Sewerage Disposal Charge	\$2.46 per day

If a final meter reading is required for settlement purposes please contact City West Water on 131691 at least 7 business days prior to the settlement date. Please note that results of the final meter reading will not be available for at least two business days after the meter is read. An account for charges from the last meter read date 19/06/2018 to the final meter read date will be forwarded to the vendor of the property.

Where applicable, this statement gives particulars of City West Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

1210 5110 7110

DATE OF ISSUE - 10/07/2018

APPLICATION NO.

804487

Information given pursuant to section 158 of the Water Act 1989

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.

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact City West Water on 131691.

AUTHORISED OFFICER:

SANDRA MAGANAS
CUSTOMER OPERATIONS MANAGER
CUSTOMER OPERATIONS
CITY WEST WATER CORPORATION

Unless prior consent has been obtained from both CITY WEST WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

City West Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

Please contact City West Water prior to settlement for an update on these charges and remit payment to City West Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.



City West
Water™

Encumbrance Plan

1/89 TYPE STREET BURNLEY 3121

Application No. 804487



LEGEND

●	Circular Manhole	—	Recycled Water Main	—MW-SW—	MW Sewer Main
□	Inspection Shaft	—MW-DR-GH—	MW Channel	—MW-SW—	MW Abandoned Sewer Main
—	Sewer Main	—MW-DR-AFH—	MW Abandoned Channel	—MW-WB—	MW Water Main
—	Abandoned Sewer Main	—MW-DR-HW—	MW Natural Waterway	—MW-WB—	MW Abandoned Water Main
—	Water Main	—MW-DR-US—	MW Underground Drain	[■]	MW Manhole
—	Abandoned Water Main	—MW-DR-AUG—	MW Abandoned Underground Drain	[■]	MW Abandoned Manhole



Date: 10/07/2018

Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. City West Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

1252 6221 0113

DATE OF ISSUE - 17/07/2018

APPLICATION NO.

805257

SAI GLOBAL PROPERTY DIVISION PTY LTD

YOUR REF.

52038698:81657915

ACCOUNTS PAYABLE - LEVEL 9
GPO BOX 5420
SYDNEY NSW 2001

SOURCE NO.
99905059310

PROPERTY: 2/89 TYPE STREET BURNLEY VIC 3121

Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges

The sum of one hundred and seventy one dollars and fourteen cents is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge 1/07/2018 - 30/06/2019	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - NRES	136.00	Quarterly	30/06/2018	0.00	0.00
PARKS SERVICE CHARGES	77.10	Annually	30/06/2018	0.00	0.00
TOTAL	213.10			0.00	0.00

Service charges owing to 30/06/2018	0.00
Service charges owing for this financial year	0.00
Adjustments	-41.96
Current amount outstanding	-41.96
Plus remainder service charges to be billed	213.10
BALANCE including unbilled service charges	171.14

City West Water property settlement payments can be made via BPAY. If using BPAY please use the BPAY Biller code and reference below.

Biller Code: 8789
Reference: 1252 6221 0113



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

1252 6221 0113

DATE OF ISSUE - 17/07/2018

APPLICATION NO.

805257

This property does not have a separate water meter but is supplied by a common water meter and any volume related charges are billed to the Owners Corporation.

Where applicable, this statement gives particulars of City West Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

1252 6221 0113

DATE OF ISSUE - 17/07/2018

APPLICATION NO.

805257

Information given pursuant to section 158 of the Water Act 1989

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground / open drain, this property could be affected by overland flows. Please contact Melbourne Water's Waterways Group for information available to Melbourne Water on the effect of overland flows on this property. Please call Melbourne Water on 9679-7517.

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact City West Water on 131691.

AUTHORISED OFFICER:

SANDRA MAGANAS
CUSTOMER OPERATIONS MANAGER
CUSTOMER OPERATIONS
CITY WEST WATER CORPORATION

Unless prior consent has been obtained from both CITY WEST WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

City West Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

Please contact City West Water prior to settlement for an update on these charges and remit payment to City West Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.



City West
Water™

Encumbrance Plan

1/89 TYPE STREET BURNLEY 3121

Application No. 805257



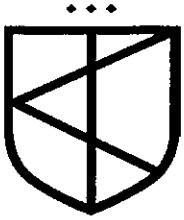
LEGEND

<input checked="" type="checkbox"/>	Circular Manhole	<input type="checkbox"/>	Recycled Water Main	<input type="checkbox"/>	MW Sewer Main
<input type="checkbox"/>	Inspection Shaft	<input type="checkbox"/>	MW Channel	<input type="checkbox"/>	MW Abandoned Sewer Main
<input type="checkbox"/>	Sewer Main	<input type="checkbox"/>	MW Abandoned Channel	<input type="checkbox"/>	MW Water Main
<input checked="" type="checkbox"/>	Abandoned Sewer Main	<input type="checkbox"/>	MW Natural Waterway	<input type="checkbox"/>	MW Abandoned Water Main
<input type="checkbox"/>	Water Main	<input type="checkbox"/>	MW Underground Drain	<input checked="" type="checkbox"/>	MW Manhole
<input checked="" type="checkbox"/>	Abandoned Water Main	<input type="checkbox"/>	MW Abandoned Underground Drain	<input type="checkbox"/>	MW Abandoned Manhole



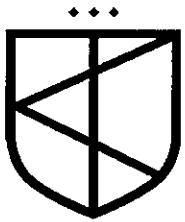
Date: 17/07/2018

Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. City West Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.



Proposed Budget

BUDGET ITEM	TOTAL	COMMENTARY
Insurance		
Building Insurance	6,000	Building Replacement Value (BRV): \$6.5M Legal Liability: \$20M Contents: Loss of Rent: 15% of BRV Office Bearers: Excess:
Insurance Subtotal	6,000	
OC Management		
Annual Management Fee	2,630	Annual fee to provide services according to Clause 2.1 of the proposed contract of appointment
Disbursements & Other	450	Recovery of telephone costs, stationery, printing, postage incurred by the OC Manager on behalf of the OC according to Clause 2.2 of the proposed contract of appointment
Fee for Service	300	Cost for the OC Manager to attend additional meetings as required by the OC/Committee and attendance at the property when required according to Clause 2.3 of the proposed contract of appointment
OC Management Subtotal	3,380	
Schedule Services		
Cleaning - General	660	Pick up litter, sweep car park etc. Frequency: monthly.
Cleaning - Light wells	1,650	Clean of 2 x light wells. Frequency: Annually
Cleaning - Bins	150	Clean & sanitise of bins. Frequency: Annually.
Bins in & out	2,860	Attendance at property to take out/in 660 litre bins. Frequency: Twice weekly.
HVAC	0	Assume no car park exhaust system
Pumps (preventative maintenance)	880	Frequency: Annually
Schedule Services Subtotal	6,200	
Repairs & Maintenance		
Initial Contingency	1,000	
Repairs & Maintenance Subtotal	1,000	
Utilities		
Electricity	500	Supply to car park lighting
Gas	0	Assume no supply to common areas
Water	0	Assume no supply to common areas
Repairs & Maintenance Subtotal	500	
TOTAL incl GST	17,080	
Set up (Not included in above Total amount)		
Waste Bins		



Proposed Levy Schedule

**The
Knight**

theknight@theknight.com.au
03 9509 3144

theknight.com.au
PO Box 678
Malvern Victoria 3144

OC1				
Lot #	UOE	UOL	Annual	Quarterly
1	30	30	2,846.67	711.67
2	20	20	1,897.78	474.44
3	20	20	1,897.78	474.44
4	20	20	1,897.78	474.44
5	12	12	1,138.67	284.67
6	20	20	1,897.78	474.44
7	20	20	1,897.78	474.44
8	20	20	1,897.78	474.44
9	18	18	1,708.00	427.00
Total	180	180	17,080.00	4,270.00

Land Tax Clearance Certificate

Land Tax Act 2005



TISHER LINER FC LAW PTY LTD VIA SAI GLOBAL
PROPERTY
LEVEL 3, 355 SPENCER ST
WEST MELBOURNE VIC 3003

Your Reference: 50950927:80148399
Certificate No: 22970621
Issue Date: 14 MAY 2018
Enquiries: BXD3

Land Address: 69 TYPE STREET RICHMOND VIC 3121

Land Id	Lot	Plan	Volume	Folio	Tax Payable
2477899	1	378074	6465	877	\$5,895.00

Vendor: MAY 888 PTY LTD, ROMA CORP INVESTMENTS PTY LTD & 1 OTHER(S)

Purchaser: BRW FINANCIAL PTY LTD

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
EMORELLA PTY LTD	2018	\$1,365,000	\$5,895.00	\$0.00	\$5,895.00

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$1,805,000

SITE VALUE: \$1,365,000

AMOUNT PAYABLE: \$5,895.00

Land Tax Clearance Certificate - Remittance Advice

Certificate No: 22970621

State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

Land ID: 2477899

Amount Payable: \$5,895.00

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: 22970621



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 = \$5,895.00

Taxable Value = \$1,365,000

Calculated as \$2,975 plus (\$1,365,000 - \$1,000,000)
multiplied by 0.800 cents.

Further information

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

Payment options

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



Payment by mail:

- State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

Land Tax Clearance Certificate

Land Tax Act 2005



TISHER LINER FC LAW PTY LTD VIA SAI GLOBAL
PROPERTY
LEVEL 3, 355 SPENCER ST
WEST MELBOURNE VIC 3003

Your Reference: 50951576:80148577
Certificate No: 22966193
Issue Date: 14 MAY 2018
Enquiries: CXE2

Land Address: UNIT 1, 89 TYPE STREET RICHMOND VIC 3121

Land Id	Lot	Plan	Volume	Folio	Tax Payable
40186628	1	133920	10842	540	\$5,951.05

Vendor: MAY 888 PTY LTD, ROMA CORP INVESTMENTS PTY LTD & 1 OTHER(S)

Purchaser: BRW FINANCIAL PTY LTD

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
EMORELLA FAMILY TRUST	2018	\$1,090,000	\$5,951.05	\$0.00	\$5,951.05

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
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.
To request an update for this certificate go to:
www.sro.vic.gov.au/certificates

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$1,090,000

SITE VALUE: \$1,090,000

AMOUNT PAYABLE: \$5,951.05

Land Tax Clearance Certificate - Remittance Advice

Certificate No: 22966193

State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

Land ID: 40186628

Amount Payable: \$5,951.05

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: 22966193

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 = \$3,695.00

Taxable Value = \$1,090,000

Calculated as \$2,975 plus (\$1,090,000 - \$1,000,000)
multiplied by 0.800 cents.

Further information

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

Payment options

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



Payment by mail:

- State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

Land Tax Clearance Certificate

Land Tax Act 2005



TISHER LINER FC LAW PTY LTD VIA SAI GLOBAL
PROPERTY
LEVEL 3, 355 SPENCER ST
WEST MELBOURNE VIC 3003

Your Reference: 50951610:80148639
Certificate No: 22973027
Issue Date: 14 MAY 2018
Enquiries: BXD3

Land Address: UNIT 2, 89 TYPE STREET RICHMOND VIC 3121

Land Id	Lot	Plan	Volume	Folio	Tax Payable
REFER TO ATTACHMENT					

Vendor: MAY 888 PTY LTD, ROMA CORP INVESTMENTS PTY LTD & 1 OTHER(S)

Purchaser: BRW FINANCIAL PTY LTD

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

Comments: Refer to attachment

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

Comments: Refer to attachment

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.
To request an update for this certificate go to:
www.sro.vic.gov.au/certificates

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$1,860,000

SITE VALUE: \$1,860,000

AMOUNT PAYABLE: \$10,155.00

Land Tax Clearance Certificate - Remittance Advice

Certificate No: 22973027

State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

Land ID: 40186628

Amount Payable: \$10,155.00

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: 22973027



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.
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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 = \$10,155.00

Taxable Value = \$1,860,000

Calculated as \$9,375 plus (\$1,860,000 - \$1,800,000)
multiplied by 1.300 cents.

Further information

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

Payment options

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



Payment by mail:

- State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

Land Tax Clearance Certificate

Land Tax Act 2005

Certificate No: 22973027



Land Address: UNIT 2, 89 TYPE STREET RICHMOND VIC 3121

Land Id	Lot	Plan	Volume	Folio	Tax Payable
40186628	1	133920	10842	540	\$5,951.05

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
EMORELLA FAMILY TRUST	2018	\$1,090,000	\$5,951.05	\$0.00	\$5,951.05

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

Vacant Residential Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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Comments:

Total Amount Payable for Property:	40186628	\$5,951.05
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Land Address: UNIT 2, 89 TYPE STREET RICHMOND VIC 3121

Land Id	Lot	Plan	Volume	Folio	Tax Payable
40186636	1	133920	10842	540	\$4,203.95

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
EMORELLA FAMILY TRUST	2018	\$770,000	\$4,203.95	\$0.00	\$4,203.95

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

Vacant Residential Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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Comments:

Total Amount Payable for Property:	40186636	\$4,203.95
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Total: \$10,155.00

CERTIFICATE No: 50950927 DATE: 11/05/2018

ROADS CERTIFICATE



Client: Tisher Liner FC Law Pty Ltd
2 333 Queen Street

Melbourne 3000

Matter Ref: 181369
Vendor: EMORELLA PTY LTD &
ROMA CORP INVESTMENTS
PTY LTD & MAY 888 PTY
LTD & GEMDALE PTY LTD
Purchaser: BRW FINANCIAL PTY LTD

Subject Property: 69 TYPE STREET RICHMOND VIC 3121

Title Particulars: Vol 6465 Fol 877

Municipality: YARRA

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

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

CERTIFICATE No: 50951499 DATE: 11/05/2018

ROADS CERTIFICATE



Client: Tisher Liner FC Law Pty Ltd
2 333 Queen Street

Melbourne 3000

Matter Ref: 181369
Vendor: EMORELLA PTY LTD &
ROMA CORP INVESTMENTS
PTY LTD & MAY 888 PTY
LTD
Purchaser: BRW FINANCIAL PTY LTD

Subject Property: 89 TYPE STREET RICHMOND VIC 3121

Title Particulars: Vol 10842 Fol 540

Municipality: YARRA

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

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

EPA Priority Sites Register Extract



Client: Tisher Liner FC Law Pty Ltd
2 333 Queen Street
Melbourne 3000

Client Ref: 181369
Certificate No: 50950927:80148402

Property Inquiry Details:

Street Address: 69 TYPE Street
Suburb: RICHMOND
Map Reference: Melways Edition 39, Map No:44, Grid Letter: H, Grid Number: 10

Date of Search: 11/05/2018

Priority Sites Register Report:

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

Important Information about the Priority Sites Register:

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

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

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

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

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

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

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

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

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

EPA Priority Sites Register Extract



Client: Tisher Liner FC Law Pty Ltd
2 333 Queen Street
Melbourne 3000

Client Ref: 181369
Certificate No: 50951499:80148499

Property Inquiry Details:

Street Address: 89 TYPE Street
Suburb: RICHMOND
Map Reference: Melways Edition 39, Map No:44, Grid Letter: H, Grid Number: 10

Date of Search: 11/05/2018

Priority Sites Register Report:

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

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08/00 -bds29
Please Refer to Phone: Fax: 8417 6666
Our Ref: wBC18/00910 Your Ref: 181369
Agent Ref: 50950927:80148401

14 May 2018



City of Yarra
Yarra Building Services
PO Box 168
Richmond VIC 3121
DX 30205
T (03) 9205 5095
F (03) 8417 6666
E info@yarracity.vic.gov.au
W www.yarracity.vic.gov.au
Interpreter Services (03) 9280 1940
TTY (03) 9421 4192
ABN 98 394 086 520

SAI Global Property Division Pty Ltd
Gpo Box 5420
SYDNEY NSW 2001

Address: 69 Type St Richmond

BUILDING INTERIM REGULATIONS 2017
Regulation 327
REQUEST FOR BUILDING APPROVAL PARTICULARS

We acknowledge your request for building particulars regarding the above property.
Our building records indicate the following information:

326(1) Details of building permits issued in the preceding 10 years.

Building Permit No.	Date	Brief Description of works	Occupancy Permit or Certificate of Final Inspection Date
20161212/0	06/06/2016	Partial demolition of warehouse	13/04/2018

Details of any current notice, order, statement or certificate issued under the Building Act 1993 or the Building Regulations 2006.

No record of any outstanding Notices is held by Council's Building Department
No record of any outstanding Orders is held by Council's Building Department

Council is unable to provide information regarding statements issued under Regulation 502 (Combined allotments) or Regulation 503 (Subdivision of existing buildings). Should you require this information, you may request access to council's building file on 9205 5351.
Please Note: Additional fees will apply.

Details of building envelopes on the allotment or adjoining allotments may be obtained from the Certificate of Title. Certificates of Title are available from www.land.vic.gov.au.

Please Note:

All residential properties containing existing swimming pools or spas are required to have safety pool fencing erected and that failure to do so can result in a penalty of \$500.00

Owners or purchasers of residential properties are to ensure that smoke alarms exist and that failure to do so can result in a penalty of \$500.00. For further detailed information, please contact the Council's Building Department.

This property may not be eligible to receive a Parking Permit.

In 2003 Council introduced a policy to ease the pressure on street parking. New developments that increase the density (e.g dual occupancies) are not eligible for parking permits. Developers either have to provide off-street parking or the property is sold without the provision of a parking permit. For further information please contact Parking Services on 92055255.

Yours sincerely



Arnold Prince
Acting Municipal Building Surveyor

08/00 -bds29
Please Refer to Phone: Fax: 8417 6666
Our Ref: wBC18/01045 Your Ref: 181369
Agent Ref: 51305448:80640484

31 May 2018



City of Yarra
Yarra Building Services
PO Box 168
Richmond VIC 3121
DX 30205
T (03) 9205 5095
F (03) 8417 6666
E info@yarracity.vic.gov.au
W www.yarracity.vic.gov.au
Interpreter Services (03) 9280 1940
TTY (03) 9421 4192
ABN 98 394 086 520

SAI Global Property Division Pty Ltd
Gpo Box 5420
SYDNEY NSW 2001

Address: 1/89 Type St Richmond

BUILDING INTERIM REGULATIONS 2017
Regulation 327
REQUEST FOR BUILDING APPROVAL PARTICULARS

We acknowledge your request for building particulars regarding the above property.
Our building records indicate the following information:

326(1) Details of building permits issued in the preceding 10 years.

Building Permit No.	Date	Brief Description of works	Occupancy Permit or Certificate of Final Inspection Date
20161212/0	06/06/2016	Partial demolition of warehouse	13/04/2018

Details of any current notice, order, statement or certificate issued under the Building Act 1993 or the Building Regulations 2006.

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Yours sincerely

Justin Bayard
Municipal Building Surveyor

08/00 -bds29
Please Refer to Phone: Fax: 8417 6666
Our Ref: wBC18/01046 Your Ref: 181369
Agent Ref: 51305481:80640540

31 May 2018



City of Yarra
Yarra Building Services
PO Box 168
Richmond VIC 3121
DX 30205
T (03) 9205 5095
F (03) 8417 6666
E info@yarracity.vic.gov.au
W www.yarracity.vic.gov.au
Interpreter Services (03) 9280 1940
TTY (03) 9421 4192
ABN 98 394 086 520

SAI Global Property Division Pty Ltd
Gpo Box 5420
SYDNEY NSW 2001

Address: 2/89 Type St Richmond

BUILDING INTERIM REGULATIONS 2017
Regulation 327
REQUEST FOR BUILDING APPROVAL PARTICULARS

We acknowledge your request for building particulars regarding the above property.
Our building records indicate the following information:

326(1) Details of building permits issued in the preceding 10 years.

Building Permit No.	Date	Brief Description of works	Occupancy Permit or Certificate of Final Inspection Date
20161212/0	06/06/2016	Partial demolition of warehouse	13/04/2018

Details of any current notice, order, statement or certificate issued under the Building Act 1993 or the Building Regulations 2006.

No record of any outstanding Notices is held by Council's Building Department
No record of any outstanding Orders is held by Council's Building Department

Council is unable to provide information regarding statements issued under Regulation 502 (Combined allotments) or Regulation 503 (Subdivision of existing buildings). Should you require this information, you may request access to council's building file on 9205 5351.
Please Note: Additional fees will apply.

Details of building envelopes on the allotment or adjoining allotments may be obtained from the Certificate of Title. Certificates of Title are available from www.land.vic.gov.au.

Please Note:

All residential properties containing existing swimming pools or spas are required to have safety pool fencing erected and that failure to do so can result in a penalty of \$500.00

Owners or purchasers of residential properties are to ensure that smoke alarms exist and that failure to do so can result in a penalty of \$500.00. For further detailed information, please contact the Council's Building Department.

This property may not be eligible to receive a Parking Permit.

In 2003 Council introduced a policy to ease the pressure on street parking. New developments that increase the density (e.g dual occupancies) are not eligible for parking permits. Developers either have to provide off-street parking or the property is sold without the provision of a parking permit. For further information please contact Parking Services on 92055255.

Yours sincerely

Justin Bayard
Municipal Building Surveyor



Building Surveyors & Consultants

Suite 3, 55-57 Wangara Road

Cheithenham Victoria 3192

T: 8770 9900 F: 8786 3866

www.buildingstrategies.com.au

CERTIFICATE OF FINAL INSPECTION

CERTIFICATE No: 20161212 / 0

Form 7
Building Act 1993 Building Interim Regulations 17 :- Regulation 1006

PROPERTY DETAILS:

Lot:1 Street No: 69-89

Type Street, RICHMOND,3121

Title Details: LP/PS:Ps133920A Vol:10842 Fol: 540

City/Shire: Yarra City Council

DESCRIPTION OF BUILDING WORK: Partial Demolition of Existing

BCA Class: 7b

Allowable Live Load: 1.5kPa
Persons Accommodated For: N/A

DIRECTIONS: All directions under Part 4 of the Building Act 1993 have been complied with.

A handwritten signature in black ink, appearing to read 'Jason Daniels.'

SIGNED:

Jason Daniels

Relevant Building Surveyor

Date of Inspection: 08 March 2018

Registration Number: BSU-1441

Issue Date: 13 April 2018

Designated Bushfire Prone Areas

from www.planning.vic.gov.au on 11 May 2018 11:53 AM

Address: 69 TYPE STREET RICHMOND 3121

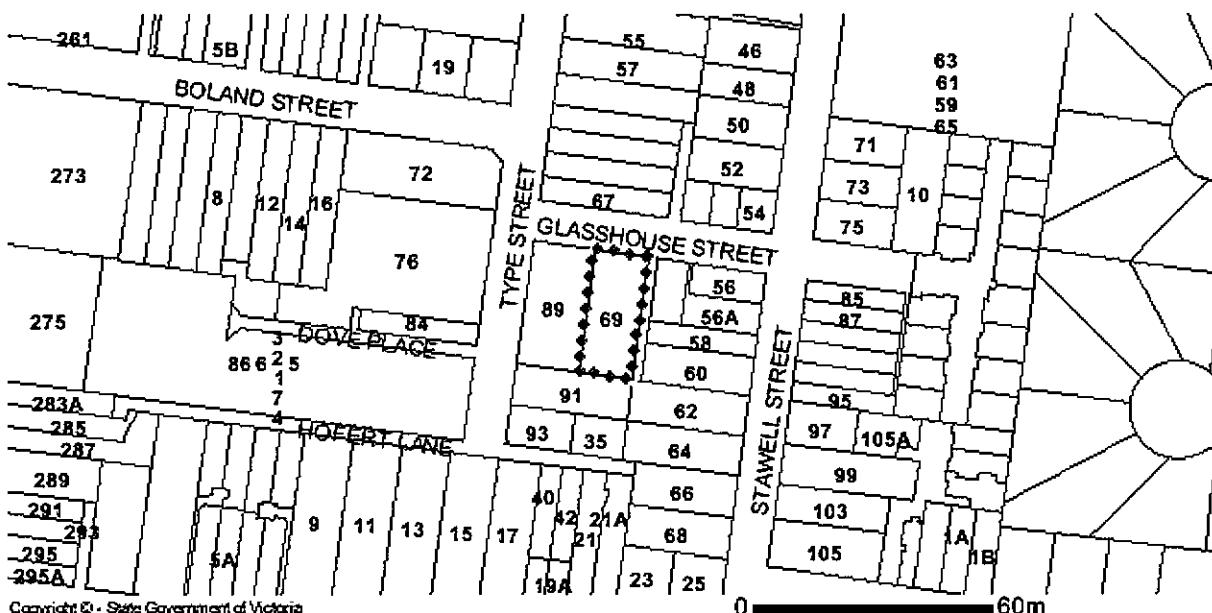
Lot and Plan Number: Lot 1 TP378074

Local Government (Council): YARRA Council Property Number: 171045

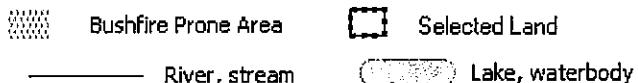
Directory Reference: Melway 2H F8

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



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

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

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

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

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

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

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

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

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

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

Designated Bushfire Prone Areas

from www.planning.vic.gov.au on 11 May 2018 11:55 AM

Address: UNIT 1/89 TYPE STREET RICHMOND 3121

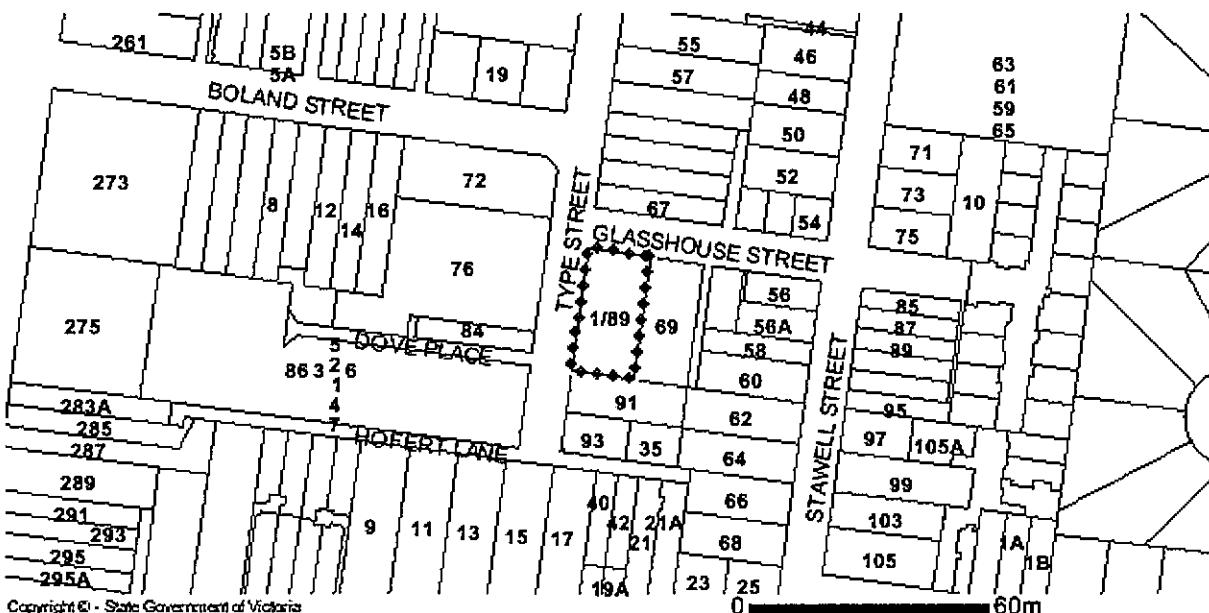
Lot and Plan Number: Lot 1 TP133920

Local Government (Council): YARRA Council Property Number: 419930

Directory Reference: Melway 2H F8

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



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

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Designated Bushfire Prone Areas

from www.planning.vic.gov.au on 11 May 2018 11:55 AM

Address: UNIT 2/89 TYPE STREET RICHMOND 3121

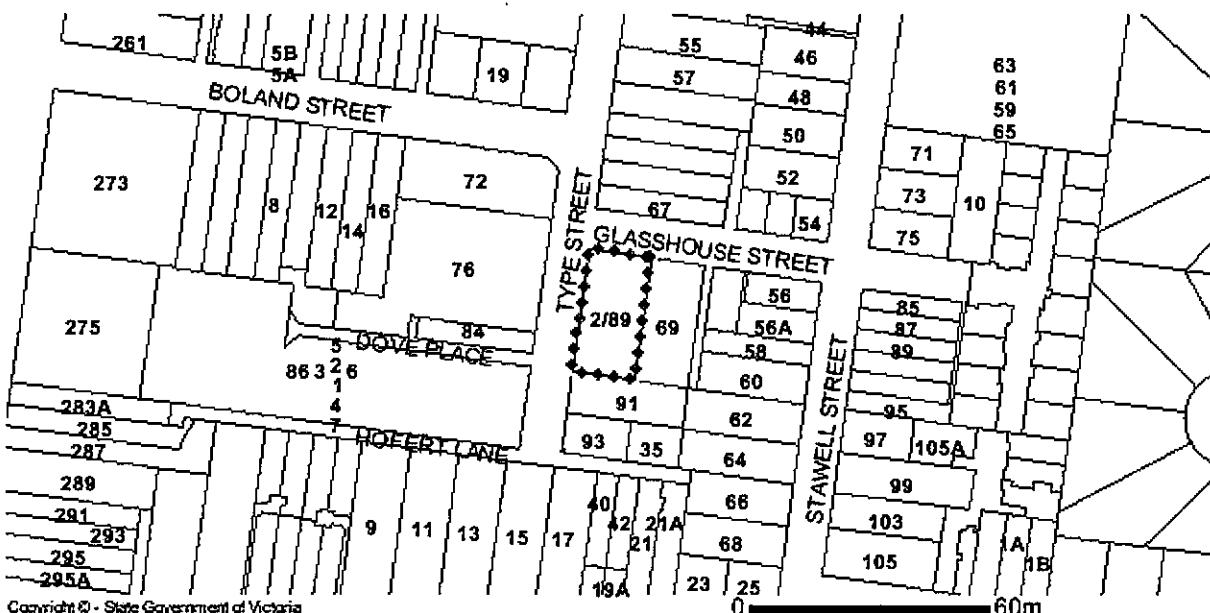
Lot and Plan Number: Lot 1 TP133920

Local Government (Council): YARRA Council Property Number: 419940

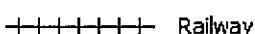
Directory Reference: Melway 2H F8

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

Designated Bushfire Prone Area Map



Bushfire Prone Area Legend



Bushfire Prone Area



Selected Land



River, stream



Lake, waterbody

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

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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.

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HERITAGE
VICTORIA
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VICTORIA
HERITAGE
VICTORIA

CERTIFICATE

Pursuant to Section 58 of the *Heritage Act 2017*

**Tisher Liner FC Law Pty Ltd
via SAI Global Property
LEVEL 3 355 SPENCER ST, WEST MELBOURNE VIC 3003**

**CERTIFICATE NO:
28526266**

**PROPERTY ADDRESS:
69 TYPE STREET
RICHMOND**

**PARCEL DESCRIPTION:
Lot 1 TP378074V**

1. The place or object is not included in the Heritage Register.
2. The place is not in a World Heritage Environ Area.
3. The place or object is not subject to an interim protection order.
4. A nomination has not been made for inclusion of the place or object in the Heritage Register.
5. The place or object is not being considered for inclusion in the Heritage Register.
6. The site is not included in the Heritage Inventory.
7. A repair order is not in force in respect of the place or object.
8. There is not an order of the Supreme Court under Division 3 of Part 10 in force in respect of the place or object.
9. There is not a Governor in Council declaration made under section 227 in force against the owner of the place or object.
10. There is not a court order made under section 229 in force against a person in respect of the place or object.
11. There are no current proceedings for a contravention of this Act in respect of the place or object.
12. There has not been a rectification order issued in respect of the place or object.

HERITAGE
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HERITAGE
VICTORIA

CERTIFICATE

Pursuant to Section 58 of the *Heritage Act 2017*



Executive Director

DATED: 30/05/2018

Note: This Certificate is valid at the date of issue.

HERITAGE
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VICTORIA
HERITAGE
VICTORIA

CERTIFICATE

Pursuant to Section 58 of the *Heritage Act 2017*

Tisher Liner FC Law Pty Ltd
via SAI Global Property
LEVEL 3 355 SPENCER ST, WEST MELBOURNE VIC 3003

CERTIFICATE NO:
28526264

PROPERTY ADDRESS:
**89 TYPE STREET
RICHMOND**

PARCEL DESCRIPTION:
**Lot 5 PS806041T ,
Lot 1 TP133920A**

1. The place or object is not included in the Heritage Register.
2. The place is not in a World Heritage Environ Area.
3. The place or object is not subject to an interim protection order.
4. A nomination has not been made for inclusion of the place or object in the Heritage Register.
5. The place or object is not being considered for inclusion in the Heritage Register.
6. The site is not included in the Heritage Inventory.
7. A repair order is not in force in respect of the place or object.
8. There is not an order of the Supreme Court under Division 3 of Part 10 in force in respect of the place or object.
9. There is not a Governor in Council declaration made under section 227 in force against the owner of the place or object.
10. There is not a court order made under section 229 in force against a person in respect of the place or object.
11. There are no current proceedings for a contravention of this Act in respect of the place or object.

HERITAGE
VICTORIA
HERITAGE
VICTORIA
HERITAGE
VICTORIA

CERTIFICATE

Pursuant to Section 58 of the *Heritage Act 2017*

12. There has not been a rectification order issued in respect of the place or object.



Executive Director

DATED: 01/06/2018

Note: This Certificate is valid at the date of issue.

ENVIRONMENT PROTECTION ACT 1970
STATEMENT OF ENVIRONMENTAL AUDIT

I, Timothy Kent Russell of Peraco Pty Ltd, a person appointed by the Environment Protection Authority ('the Authority') under the *Environment Protection Act 1970* ('the Act') as an environmental auditor for the purposes of the Act, having

1. been requested by Mr Lou Piciocchi of Roma Corp Investments Pty Ltd to issue a certificate of environmental audit in relation to the site located at 69 & 89 Type Street, Richmond, Victoria 3121, defined as Lot 1 on Title Plan 378074V (Volume 06465, Folio 877) and Lot 1 on Title Plan 133920A (Volume 10842, Folio 540), owned/occupied by Roma Corp Investments Pty Ltd, Emorella Pty Ltd, Gemdale Pty Ltd, and May 888 Pty Ltd
2. had regard to, among other things,
 - (i) guidelines issued by the Authority for the purposes of Part IXD of the Act
 - (ii) the beneficial uses that may be made of the site
 - (iii) relevant State environment protection policies/industrial waste management policies, namely
State Environment Protection Policy (Waters of Victoria);
State Environment Protection Policy (Air Quality Management);
State Environment Protection Policy (Prevention and Management of Contamination of Land);
State Environment Protection Policy (Groundwaters of Victoria);
Environment Protection (Industrial Waste Resource) Regulations 2009.

In making a total assessment of the nature and extent of any harm or detriment caused to, or the risk of any possible harm or detriment which may be caused to, any beneficial use made of the site by any industrial processes or activity, waste or substance (including any chemical substance), and

3. completed an environmental audit report in accordance with Section 53X of the Act, a copy of which has been sent to the Authority and the relevant planning and responsible authority.

HEREBY STATE that I am of the opinion that

The site is suitable for the beneficial uses associated with sensitive use (high density), recreation/open space, commercial and industrial land uses

subject to the following conditions attached thereto:

- A. Any landscaped area or garden bed must have at least 0.5m thickness of clean fill below the finished surface, which is demonstrated to be suitable for the site and consistent with IWRG 621 as 'fill'.
- B. All physical barriers (as prescribed in Condition A above), if subsequently damaged or removed during occupation of the site, must be reinstated as soon as possible and to the same condition or better as they were prior to any disturbance.

The condition of the site is detrimental or potentially detrimental to any (one or more) beneficial uses of the site. Accordingly, I have not issued a certificate of environmental audit for the site in its current condition, the reasons for which are presented in the environmental audit report. The terms and conditions that need to be complied with before a certificate of environmental audit may be issued are set out as follows:

- i) All chemically unsuitable soils are remediated such that all beneficial uses of land are restored.

Other related information:

1. Groundwater in the shallow and deep aquifers beneath the site are polluted. The site is not the source of the pollution and is considered not to affect any relevant beneficial uses on-site.
2. The Auditor has determined that
 - a. Groundwater has been cleaned up to the extent practicable; and
 - b. The Auditor has recommended that the Site is designated as a Groundwater Quality Restricted Use Zone (GQRUZ). The extent of the proposed GQRUZ is shown on Figure A1 appended to this SoEA.
3. In accordance with Clause 19(3) of the SEPP (GoV) the EPA may require periodic reassessment of the practicability of groundwater clean-up.
4. Groundwater at the site contains naturally elevated concentrations of sulphate (deep aquifer only) copper, mercury, nickel, zinc, chloride and sodium (shallow and deep aquifer). The levels are considered typical of the regional groundwater quality surrounding the site and do not constitute pollution in accordance with clause 10(2)(c) of State Environment Protection Policy (Groundwaters of Victoria).
5. Groundwater beneath the site contains elevated concentrations of ammonia, nitrate and nitrite which are not considered to be derived from the site, but are regional in nature. The beneficial use of 'Maintenance of Ecosystems' is precluded by the presence of ammonia, nitrate and nitrite in the deep aquifer, and ammonia and nitrate in the shallow aquifer. The presence of ammonia in the deep aquifer also precludes the extractive beneficial uses 'Stock Watering', 'Primary Contact Recreation' and 'Industrial Use'.
6. The slightly alkaline pH across the site is considered to be natural in origin. Local natural plants and grasses are likely to be adapted to this pH level however there may be some impact on the growth and development of some introduced plants, grasses and fauna. Where relevant, horticultural advice should be sought.
7. Any fill or soil imported to the site must be chemically tested soil or fill that classifies as "fill material" in accordance with relevant EPA guidelines.
8. Any groundwater monitoring bores present at the site should be decommissioned in accordance with the requirements of "Minimum Construction Requirements for Water Bores in Australia", published by the Land and Water Biodiversity Committee (as amended).
9. In accordance with section 53ZE of the *Environment Protection Act 1970*, the owner/occupier of the site must provide a copy of this Statement of Environmental Audit to any person who becomes or proposes to become the occupier of the site.

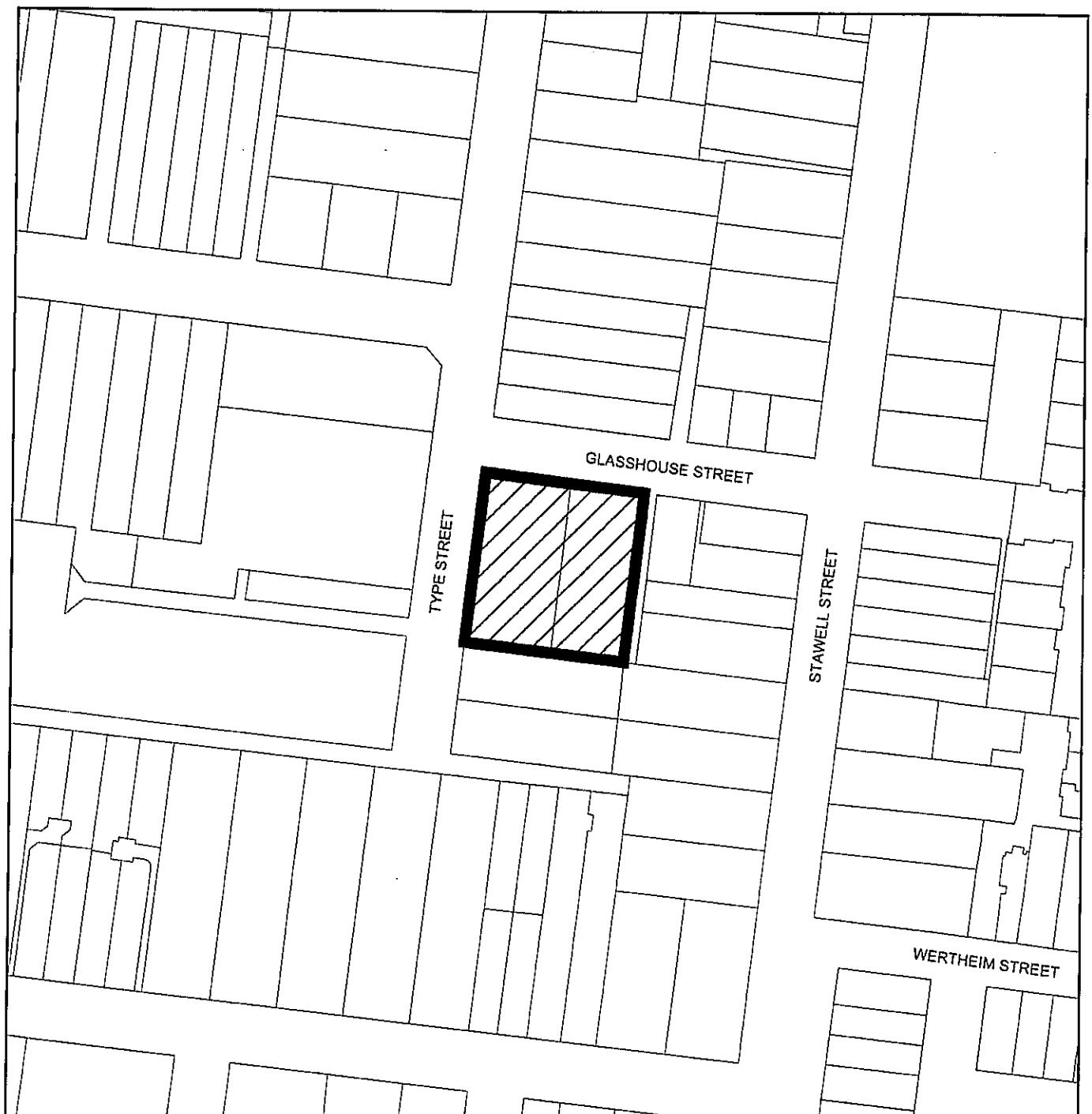
This Statement forms part of environmental audit report (*Peraco Pty Ltd, 69 & 89 Type Street, Richmond, Victoria 3121, J8498-R01, 24 October 2017*).

Further details regarding the condition of the site may be found in the environmental audit report.

Dated: 24 October 2017



Signed: _____
Timothy Kent Russell
ENVIRONMENTAL AUDITOR



Recommended Groundwater Quality Restricted Use Zone

peraco	0 10 20 m 1:1000	Drawing Number: A1 Revision: A Date: 20/10/17 Author: LZ Data Source:	Client: Roma Corp Investments Pty Ltd Site: 69 & 89 Type Street, Richmond Title: Figure A1 - Recommended Groundwater Quality Restricted Use Zone
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