

Contract of Sale of Real Estate

Property: Apartment

508-512 Doncaster Road, Doncaster 3108

Ref FX:JLB:558566

Doc ID 292056303A3

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FORM 1

Estate Agents Act 1980

Regulation 5(a)

CONTRACT OF SALE OF REAL ESTATE

Property Address: Apartment , 508 - 512 Doncaster Road, Doncaster 3108

Part 1 of the standard form of contract prescribed by the *Estate Agents (Contracts) Regulations 2008*
(October 2014)

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

The terms of this contract are contained in the:

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

COOLING-OFF PERIOD

Section 31, Sale of Land Act 1962

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

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

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

EXCEPTIONS

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

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

SIGNING OF THIS CONTRACT

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

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

- a copy of the section 32 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; 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 / / 2015

Print name of
person signing:

Print name of
person signing:

State nature of authority
if applicable (eg. director,
attorney under power of attorney):

State nature of authority
if applicable (eg. director,
attorney under power of attorney):

This offer will lapse unless accepted within 15 clear business days (3 clear business days if none specified).

SIGNED BY THE VENDOR

on / / 2015

Print name of
person signing: SENG KHOON LEE

State nature of authority
(eg. director):

SIGNED BY THE DEVELOPER

on / / 2015

Print name of
person signing:

State nature of authority
(eg. director): For and on behalf of Sloane Development Pty Ltd ACN 605
818 013

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

NOTICE TO PURCHASERS OF PROPERTY "OFF-THE-PLAN"	
OFF-THE-PLAN SALES	Section 9AA(1A), Sale of Land Act 1962
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.	

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Name: _____
Address: _____
Email: _____
Phone: _____ Mob: _____ Fax: _____ Ref: _____

VENDOR

Name: Seng Khoon Lee
Address: 57 Elliott Avenue, Balwyn 3103
Email: _____

DEVELOPER

Name: Sloane Development Pty Ltd ACN 605 818 013
Address: 57 Elliott Avenue, Balwyn 3103
Email: _____

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: HWL Ebsworth Lawyers
Address: Level 26, 530 Collins Street, Melbourne 3000
DX: DX 564 Melbourne
Email: fxenos@hwle.com.au and jbutcher@hwle.com.au
Phone: +61 3 8644 3500 Mob: _____ Fax: 1300 365 323 Ref: 558566

PURCHASER

Name: _____ Tenants in Common
_____ %
_____ %
Address: _____
Email: _____

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name: _____
Address: _____
DX: _____
Email: _____
Phone: _____ Mob: _____ Fax: _____ Ref: _____

LAND (general conditions 3 and 9)

The land is Lot _____ on proposed plan of subdivision no. PS 742418Y being part of the land described below:

Certificate of Title Reference		being lot	on plan
Volume 8658	Folio 541	1	PS74030
Volume 8356	Folio 633	1	PS43090
Volume 8565	Folio 151	2	PS43090

The land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is: Apartment , 508 - 512 Doncaster Road, Doncaster 3108

GOODS SOLD WITH THE LAND (general condition 2.3(f)) (list or attach schedule)
As set out in the Plans and Specifications.

PAYMENT (general condition 11)

Price \$ _____

Deposit \$ \$ (10% of Price within 5 business days of the Day of Sale)

\$ (10% of Price by payment of \$1,000.00 within 5 business days of the Day of Sale and the balance by bank guarantee within 30/60 days of the Day of Sale).

Balance \$ _____ payable at settlement

GST (general condition 13)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words 'farming business' or 'going concern' in this box:

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

MARGIN SCHEME

SETTLEMENT (general condition 10)

Settlement is due on the later of:

- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision; and
- 14 days after the vendor gives notice in writing to the purchaser of the issues 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.

If 'subject to lease' then particulars of lease are: _____

TERMS CONTRACT (general condition 23)

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

LOAN (general condition 14)

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

Lender: _____
Loan Amount: \$ _____ Approval Date: ____/____/____

SPECIAL CONDITIONS

This contract does not include any special conditions unless the words

special conditions

'special conditions' appears in this box:

If the contract is subject to 'special conditions' then particulars of the Special Conditions begin on the next page.

Paying your deposit by cash:

Please make all deposit cheques payable to "HWL EBSWORTH LAWYERS TRUST ACCOUNT"

Alternatively, you may electronically transfer your deposit in the following account:

Account Name: HWL EBSWORTH LAWYERS LAW PRACTICE TRUST ACCOUNT
Bank: Westpac Banking Corporation
Branch: 114 William Street Melbourne 3000
Branch No: 033003
Account No: 313396
Swift Code: WPACAU2S (for international use only)
Reference: insert reference 558566 as well as your name or the purchaser's name & which lots have been purchased

Please provide a copy of the transfer receipt to Jacelle Butcher by faxing it to 1300 365 323 or emailing a copy to jbutcher@hwle.com.au. Please ensure you provide the property address and your full name.

Paying your deposit by bank guarantee:

1. Only bank guarantees provided by an Australia trading bank will be accepted.
2. The bank guarantee must be in favour of HWL Ebsworth Lawyers IN TRUST FOR (state the full name of the purchaser/s listed in the contract of sale).
3. The bank guarantee must state the lot number and address of the property.
4. The bank guarantee must not have an expiry date or have an expiry date which falls at least 36 months after the Day of Sale.
5. Please ensure that the bank guarantee does not exceed 10% of the price. If you have paid a holding deposit, your bank guarantee should be for 10% of the purchase price less the holding deposit amount already paid. Any holding deposit paid will form part of the 10% deposit under the contract of sale.

SCHEDULE 1

Estimated value of the Land, the infrastructure and any improvements on the Land as at the Day of Sale

\$

FORM 2

Estate Agents Act 1980

Regulation 5(a)

CONTRACT OF SALE OF REAL ESTATE – GENERAL CONDITIONS

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

(October 2014)

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 Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor:
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay:
- as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

8. Builder warranty insurance

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the 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 subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 12. Stakeholding**
- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 13. GST**
- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.
- 14. Loan**
- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. Adjustments

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any 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 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 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 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.
-

*** Law Institute of Victoria Property Law Dispute Resolution Committee Guidelines**

1. The Committee has been established to decide disputes relating to property law matters. Where one party does not have a solicitor representing them, the dispute cannot be heard until that party instructs a solicitor.
2. An *agreed* Statement of Facts must be signed by all parties and referring solicitors and must include:
 - 2.1 A clear and concise statement of all the relevant *agreed* facts upon which the dispute is based. The Committee is unable to make any decision unless the facts are *agreed* between the parties.
 - 2.2 A copy of all relevant documents.
 - 2.3 The issues, based on the agreed facts, to be decided by the Committee.
3. Applications for disputes to be decided by the Committee shall include an agreement by the referring solicitors and the parties to be bound by the Committee's decision on any question of law or practice.
4. Applications in the appropriate form must be lodged with the Secretary of the Property Law Dispute Resolution Committee C/- the Law Institute of Victoria.
5. An administration fee of \$100.00 for each referring solicitor must be paid to the Law Institute of Victoria when the application is lodged.
6. The Committee's decision will be based upon the material contained in the Statement of Facts only. In making its decision the Committee shall act as an expert panel and not as an arbitrator.
7. The Committee reserves the right:
 - (i) to call for further and better particulars in order to make a decision.
 - (ii) to refuse to decide any dispute, in which case any fees will be refunded in full.
8. The Committee's written decision will be sent to the referring legal practitioners within seven days of the dispute being decided.

** The guidelines and forms required can be obtained from the Secretary of the Property & Environmental Law Section, Law Institute of Victoria. Tel: (03) 9607 9522.*

Special Conditions

1. Definitions and Interpretation

1.1 Definitions

In this Contract, capitalised terms have the meaning given to them in the Particulars of Sale and, unless the context requires otherwise:

Authority means any federal, state or local government, semi-government, municipal, statutory or other authority or body charged with the administration of the Law;

Bank means:

- (a) an Australian-owned bank;
- (b) a foreign subsidiary bank; or
- (c) a branch of a foreign bank,

on the list, current on the Day of Sale, of authorised deposit-taking institutions regulated by the Australian Prudential Regulation Authority;

Bank Guarantee means an unconditional and irrevocable guarantee or undertaking by a Bank in favour of the Vendor's Legal Practitioner and on terms satisfactory to the Vendor and/or its financier in its absolute discretion, to pay money on demand to the Vendor's Legal Practitioner without reference to the Purchaser having an expiry date (if any) no earlier than the day that is 6 months after the Registration Date;

Builder means the builder selected by the Developer to carry out the Building Works and includes any replacement builder;

Building Contract means a major domestic building contract as defined in the *Domestic Building Contracts Act 1995 (Vic)* for the Building Works on terms and conditions determined by the Developer;

Building Law means the *Building Act 1993 (Vic)* and any regulations under that Act, the Building Code of Australia, any repealed laws under which any improvements on the Land were constructed and any other Laws or the requirements of any Authority in relation to any improvements on the Land or any alterations or additions to those improvements;

Building Works means all design and construction works generally as contemplated by the Plans and Specifications as those works relate to the Property;

Business Day means a day other than a Saturday, Sunday or public holiday in Melbourne;

Change in Control means a change in shareholding of the Purchaser or any holding company of the Purchaser so that a different person or group of people will control the composition of the board of directors or more than 50 percent of the shares of the Purchaser or any holding company of the Purchaser;

Common Property means the common property created by, comprised in, and shown on the Plan of Subdivision;

Contaminant means a substance at a concentration above the concentration at which the substance is normally present in, on or under (respectively) land in the same locality, being a presence that presents a risk of harm to human health or any other aspect of the environment (including asbestos) and **Contamination** has a corresponding meaning;

Contract means this contract of sale of real estate and includes the annexures;

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

Day of Sale means the date on which this Contract is signed and exchanged by both the Vendor and the Purchaser;

Defects means any defects or faults in the Building Works due to faulty materials or workmanship which appear in the Property before the expiration date of the Defects Period but excluding normal maintenance, normal wear and tear, minor shrinkage and minor settlement cracks;

Defects Period means the period commencing on the Settlement Date and ending on the date 3 months after the date of issue of the Occupancy Permit;

Deposit Interest means any interest earned on the Deposit less any relevant fees, taxes (including any amount required to be withheld under income tax legislation where a tax file number has not been advised) and charges;

Developer means Sloane Development Pty Ltd ACN 605 818 013 or such other party as the Vendor nominates from time to time to act as the developer;

Development means the construction of 41 dwellings on the Site in accordance with the Plan of Subdivision and the Planning Permit;

Due Date means the date that Settlement is due in the Particulars of Sale or such other date agreed by the parties in writing;

Encumbrances means the encumbrances specified in Special Condition 10 and any other encumbrances contemplated by or created in accordance with this Contract;

Environmental Law means any and all past, present and future laws, and any codes of practice, guidance notes, national Environment Protection Measures, State Environment Protection Policies, order, directions, consents, authorisations or permits concerning environmental, health or safety matters (including the clean up standards and practices for Contamination in buildings, equipment, soil, sub surface-strata, air, surface or ground water), where they are provided for in applicable Laws or applied and practised to the Property;

Expert means:

- (a) for subdivisional or planning permit matters, the person nominated by the president or other appropriate senior office holder of the Planning Institute of Australia;
- (b) for building works matters, the person nominated by the president or other appropriate senior office holder of the Australian Institute of Architects; and
- (c) for all other matters, the person nominated by the president or other appropriate senior office holder of the Law Institute of Victoria;

FIRB means the Foreign Investment Review Board and includes the Minister of the Australian Government who administers the Government's foreign investment policy under the provisions of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*;

FIRB Approval means:

- (d) a statement that there are no objections; or
- (e) any consent or approval,

by FIRB under the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* to the purchase of the Property by the Purchaser (or such other purchaser nominated by the Purchaser) on the terms of this Contract;

Foreign Person has the meaning given to that term by section 5 of the *Foreign Acquisitions and Takeovers Act 1975* (Cth);

General Conditions mean the general condition appearing prior to the Particulars of Sale in this Contract, which are the conditions set out in Form 2 of the Schedule to the *Estate Agents (Contracts) Regulations 2008* (Vic);

GST means GST within the meaning of GST Law;

GST Law has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Guarantee and Indemnity means a guarantee and indemnity in the form of Annexure A;

Guarantor means each person that executes the Guarantee and Indemnity;

Input Tax Credit has the meaning given to it in GST Law;

Insolvency Event means:

- (a) where the Purchaser (or if the Purchaser consists of 2 or more persons, any of those persons) is a corporation:
 - (i) an official manager, receiver, receiver and manager, administrator, liquidator, provisional liquidator or agent for a mortgagee is appointed to the Purchaser or to any or all of its assets or undertakings;
 - (ii) the Purchaser enters into, or resolves to enter into, a scheme of 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 (except to reconstruct or amalgamate while solvent on terms approved by the Vendor);
 - (iii) the Purchaser 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 Vendor);
 - (iv) an application is made to a court for an order, or an order is made, that the Purchaser be wound up or dissolved;
 - (v) the Purchaser is or states that it is insolvent;
 - (vi) the Purchaser becomes an insolvent under administration as defined in the *Corporations Act* or action is taken which could result in that event;
 - (vii) the Purchaser takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation;
 - (viii) the Purchaser fails to comply with a statutory demand in accordance with section 459F(1) of the *Corporations Act*;
 - (ix) execution is levied against the Purchaser and is not satisfied within 30 days; or
 - (x) anything which is analogous to or has a substantially similar effect to any of the events specified above occurs; or
- (b) where the Purchaser (or if the Purchaser consists of 2 or more persons, any of those persons) is a natural person:
 - (i) the Purchaser becomes bankrupt;
 - (ii) an authority is signed under section 188 of the *Bankruptcy Act 1966* (Cth);

- (iii) the Purchaser makes an assignment for the benefit of its creditors, or enters into composition or arrangements with its creditors;
- (iv) the Purchaser is unable to pay its debts when due;
- (v) the Purchaser dies; or
- (vi) the Purchaser becomes mentally ill;

Law includes any statute, rule, regulation, proclamation, ordinance or by-law (whether present or future);

Lot or Lots means a lot or lots on the Plan of Subdivision;

Margin Scheme means the scheme for working out the amount of GST on a Taxable Supply under Division 75 of GST Law;

Occupancy Permit means an occupancy permit issued under the *Building Act 1993 (Vic)* in respect of the Property;

Outgoings means all outgoings, costs and expenses paid or payable by the Vendor in relation to the Property including all rates, taxes (including land tax but excluding capital gains or income taxes), assessments, insurance premiums, statutory outgoings, owners corporation fees and levies and building outgoings including any supplementary rates or taxes or other charges assessed in respect of the Property after the date of registration of the Plan of Subdivision;

Owners Corporation means the owners corporation or owners corporations created by the registration of the Plan of Subdivision;

Owners Corporation Act means the *Owners Corporation Act 2006 (Vic)*;

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

Particulars of Sale means the particulars of sale attached to and forming part of this Contract;

Plan of Subdivision means proposed plan of subdivision number PS 742418Y a copy of which is attached to the Vendor's Statement and includes any amendment or alteration of that plan from time to time and, on registration by the Registrar, means that plan in the form in which it is registered;

Planning Permit means the planning permit obtained by the Vendor known as Planning Permit No. pl14/024602 relating to and enabling registration of the Plan of Subdivision and includes the planning permit attached to the Vendor's Statement and any amendments, additions, variations, extensions or endorsements made to the planning permit (or those planning permits, if there is more than one);

Plans and Specifications mean the list of fittings and fixtures and the floor plans in Annexure B;

Property means the Land and improvements constructed on the Land (if any) as at the Day of Sale and where the context allows, includes the Goods;

Registrar means the Registrar of Titles of Victoria;

Registration Date means the day that is 48 months after the Day of Sale;

Restrictions mean the restrictions to be included in the Plan of Subdivision and which will be created on registration of the Plan of Subdivision;

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

Services means all water, sewerage, drainage, gas, electricity, telecommunications or other installations, services and utilities at the Property (if any);

Settlement means the date the Purchaser accepts title to the Property and pays the Price in full;

Settlement Date means the date when Settlement occurs;

Site means the whole of land comprised in certificate of title volume 8658 folio 541, volume 8356 folio 633 and volume 8565 folio 151;

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

Tax Invoice has the meaning given to it in GST Law;

Taxable Supply means has the meaning given to it in GST Law;

Vendor's Legal Practitioner means HWL Ebsworth or any other firm of solicitors about whom the Vendor gives details in writing to the Purchaser;

Vendor's Representatives means the Vendor's employees, agents, solicitors, contractors and subcontractors; and

Vendor's Statement means a statement made by the Vendor under section 32 of the *Sale of Land Act*, a copy of which is contained in Annexure D.

1.2 Interpretation

In the interpretation of this Contract, unless the context otherwise requires:

- (a) the headings are inserted only as a matter of convenience and do not affect the interpretation of this Contract;
- (b) the singular includes the plural and vice versa and words of one gender include the other genders;
- (c) where two or more persons are named as a party to this Contract, the representations, warranties, covenants, obligations and rights given, entered into or conferred (as the case may be), bind them jointly and each of them severally;
- (d) a reference to any party to this Contract or any other document or arrangement includes that party's successors, substitutes, permitted assigns, executors and administrators;
- (e) where a word or phrase is defined, its other grammatical forms have corresponding meanings;
- (f) "person" includes a natural person, corporation, body corporate, unincorporated association, firm or an authority or body (whether it be any government, semi-government, municipal, statutory or other authority or body);
- (g) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, the legislation or legislative provision;
- (h) a reference to any agreement or document is to that agreement or document (and where applicable, any of its provisions) as varied, amended, novated, supplemented or replaced from time to time;
- (i) a reference to "include" or "including" means includes, without limitation, or including, without limitation, respectively;
- (j) anything includes each part of it; and
- (k) any reference to time in this Contract is a reference to time in Melbourne.

2. Variations to General Conditions

2.1 Amendments to General Conditions

Without limiting the specific provisions of any other Special Condition in this Contract, the General Conditions are amended as follows:

- (a) General Condition 1.1 (a) is amended by inserting "any encumbrance referred to in or arising out of any special condition in this Contract" after "caveats".
- (b) General Condition 1.1 (b) is amended by inserting "exceptions, conditions and restrictions" after "reservations".
- (c) General Conditions 2.2 to 2.7 (inclusive) are deleted.
- (d) General Condition 5 is deleted.
- (e) General Condition 7 is deleted.
- (f) General Condition 10.1(b)(i) is amended to read:

"provide all title documents necessary to enable the purchaser to become the registered proprietor of the land; and".
- (g) General Condition 10.3 is amended by inserting "at the offices of the vendor's legal practitioner or other place nominated by them in Melbourne" after "conducted".
- (h) General Conditions 11.1 and 11.2 are deleted.
- (i) General Condition 11.5 is amended to read:

"For the purposes of this general condition 'authorised deposit taking institution' means a Bank."
- (j) General Condition 11.6 is amended by changing the reference to "3 bank cheques" to "5 bank cheques".
- (k) General Condition 15 is deleted.
- (l) General Condition 16.1 is amended by inserting the following words at the end:

"despite any waiver or indulgence granted by a non-defaulting party to the party in default"
- (m) General Condition 17.1 is amended to read:

"17.1 Communications are taken to have been received:

 - (a) *if delivered by hand, on the day of delivery;*
 - (b) *if sent by post, on the next business day after posting, unless proved otherwise; and*
 - (c) *if sent by facsimile, at the time of transmission or, if the time of transmission is not during the addressee's normal business hours, at 9.30am on the next business day."*
- (n) The existing General Condition 17.3 is renumbered as General Condition 17.4, and the following new sub-clause is added as General Condition 17.3:

"17.3 In proving service:

 - (a) *if delivered by hand, it is necessary only to produce a receipt for the communication signed by or on behalf of the addressee;*

(b) *if sent by post, it is necessary only to prove that the communication was contained in an envelope which was duly addressed and posted in accordance with this general condition; and*

(c) *if by facsimile, it is necessary only to produce the sender's copy bearing the addressee's answerback."*

(o) General Condition 18 is deleted.

(p) General Condition 20 is deleted.

(q) The second sentence of General Condition 21 is amended to read:

"The purchaser may enter the property at reasonable times and following prior written notice to the vendor to comply with that responsibility where action is required before settlement. The purchaser must use its reasonable endeavours not to disrupt the use and occupation of the property by the vendor and indemnifies the vendor for any loss or damage suffered by the vendor as a consequence of the purchaser exercising its rights under this general condition."

(r) General Condition 22 is amended by adding the following sentence at the end of the condition:

"The vendor may stipulate the time for inspection and limit the length of time for the inspection and the number of persons entitled to attend the inspection."

(s) General Conditions 24.2 to 24.6 (inclusive) are deleted.

(t) General Condition 25 is amended by adding the following new paragraph at the end of the Condition:

"The purchaser acknowledges that the following items constitute 'a reasonably foreseeable loss':

(i) *expenses payable by the vendor under any existing loan secured over the property or other property of the vendor;*

(ii) *the vendor's legal costs and expenses as between solicitor and client incurred due to the breach, including the cost of issuing any default notice agreed at \$660 plus GST for each notice;*

(iii) *any commission or other expenses claimed by the Vendor's Estate Agent or any other person relating to the sale of the property; and*

(iv) *penalties and any other expenses payable by the vendor due to any delay in completion of the purchase of another property."*

(u) General Condition 28.4(a) is amended to read as follows:

"an amount equal to 10% of the price is forfeited to the vendor as the vendor's absolute property"

(v) General Condition 28 is amended by including a new paragraph 28.6 as follows:

"Unless the price includes GST, the reference to "the price" in this General Condition 28 refers to the price plus any GST payable on the price."

3. Acknowledgements

3.1 Disclosure

The Purchaser acknowledges that prior to the signing of this Contract or any other documents relating to this sale, the Purchaser received a copy of this Contract and the Vendor's Statement.

3.2 Estate Agents Act 1980 (Vic)

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

3.3 Further acknowledgements

The Purchaser warrants that except as is provided in this Contract or the Vendor's Statement:

- (a) the Purchaser has had having sufficient opportunity to carry out investigations and to make enquiries in relation to the Property before signing this Contract;
- (b) the Purchaser has not relied on any information, representation or warranty (express or implied) provided or made by or on behalf of the Vendor, the Developer, the Vendor's Estate Agent or the Vendor's Legal Practitioner, including in relation to:
 - (i) any present use of the Property or any use to which the Property may be put or the fitness of the Property for any lawful purpose;
 - (ii) compliance with any Laws affecting the Property or the compliance of any improvements on the Property with any Building Laws;
 - (iii) any development or subdivision which may be undertaken on or in relation the Property;
 - (iv) the existence or non-existence of any Contamination of the Property;
 - (v) the amenity or neighbourhood in which the Property is located; or
 - (vi) any financial return or income that may be derived from the Property;
- (c) no information, representation or warranty (express or implied) provided or made by the Vendor, the Developer, the Vendor's Estate Agent or the Vendor's Legal Practitioner was provided or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation or warranty has in fact been relied upon;
- (d) the Purchaser relies entirely upon the Purchaser's own inspection of and searches and enquiries in connection with the Property, including in relation to those matters referred in Special Condition 3.3(b);
- (e) to the extent permitted by law, neither the Vendor nor the Developer is not liable to the Purchaser as a result of or in connection with any information, representation or warranty having been provided or made by or on behalf of the Vendor, the Developer, the Vendor's Estate Agent or the Vendor's Legal Practitioner; and
- (f) the Purchaser may not make any objection, requisition or claim nor rescind, terminate or delay settlement of this Contract by reason of any matter, thing or liability arising from:
 - (i) any actual or alleged representation or warranty by any person;
 - (ii) any actual or alleged agreement or understanding not embodied in this Contract; and
 - (iii) any actual or alleged agreement with an owner of an adjoining property,

- (iv) in relation to anything concerning the Property.

3.4 Grants or rebates

Without limiting Special Condition 3.3, the Purchaser acknowledges and agrees that:

- (a) none of the Vendor, the Developer or the Vendor's Estate Agent has made any promise, representation or warranty to the Purchaser regarding any grants, rebates or other financial assistance that the Purchaser may be entitled to receive or claim in respect of the purchase of the Property (**Financial Assistance**);
- (b) the Purchaser has relied on its own searches and enquiries regarding what (if any) Financial Assistance the Purchaser may claim or receive; and
- (c) the Purchaser may not raise any objection or claim nor withhold all or part of the Price or delay Settlement or rescind the Contract if the Purchaser is not entitled to any Financial Assistance.

3.5 Disclosure of payments

The Purchaser must disclose to any financier, valuer, Authority or other party the existence of any payments, rebates, incentives or other inducements offered to the Purchaser in respect of this Contract by the Vendor, the Developer or any other party.

3.6 Vendor may pay fees to others

The Purchaser acknowledges and agrees that the Vendor and/or the Developer may pay a fee to another party (including but not limited to the Vendor's Estate Agent) for introducing the Purchaser to the Vendor and/or the Developer or otherwise in respect of this Contract.

3.7 Advice and negotiation

Despite anything else in this Contract, the Purchaser acknowledges and agrees that:

- (a) the Vendor gave the Purchaser the opportunity to seek advice on the terms and conditions, and effect of, this Contract prior to signing this Contract; and
- (b) the Purchaser has had a genuine and effective opportunity to review and negotiate the terms of this Contract prior to signing this Contract.

4. Corporate purchaser

If the Purchaser is or includes a corporation (other than a corporation whose shares are listed on the Australian Securities Exchange), the Purchaser must deliver to the Vendor a Guarantee and Indemnity on the Day of Sale:

- (a) duly completed and executed by every director of the Purchaser; or
- (b) if the Purchaser is a wholly owned subsidiary of a corporation whose shares are listed on the Australian Securities Exchange, duly completed and executed by that listed corporation.

5. Purchaser as trustee

If the Purchaser enters into this Contract in its capacity as a trustee of any trust ("Purchaser Trust") then the Purchaser covenants and warrants to the Vendor and the Developer that:

- (a) the Purchaser is the only trustee of the Purchaser Trust and no action has been taken or to the best of its knowledge, is proposed to remove it as trustee of the Purchaser Trust;
- (b) the Purchaser will provide a true, correct, up to date and complete copy of the trust deed which discloses all of the terms of the Purchaser Trust to the Vendor not less than 10 Business Days before the Settlement Date;
- (c) the Purchaser is complying in all material respects with the terms of the Purchaser Trust;
- (d) the Purchaser has the power and authority under the terms of the trust deed creating the Purchaser Trust to enter into and perform this Contract;
- (e) the entry into and performance of this Contract is for the benefit of the beneficiaries of the Purchaser Trust;
- (f) it has a right to be fully indemnified out of the trust assets of the Purchaser Trust in respect of all of its obligations and liabilities incurred by it under this Contract;
- (g) pending Settlement, the Purchaser will not:
 - (i) resign as trustee of the Purchaser Trust or willingly permit any substitute or additional trustee to be appointed;
 - (ii) do anything which effects or facilitates the termination of the Purchaser Trust;
 - (iii) willingly do anything which effects or facilitates the variation of the terms of the Purchaser Trust;
 - (iv) vest or distribute or advance any property of the Purchaser Trust to any beneficiary or sell any of the property of the Purchaser Trust except in the ordinary course; or
 - (v) willingly do anything which effects or facilitates the resettlement of the Purchaser Trust funds.

6. Deposit

6.1 Amount

The Deposit must not exceed 10 percent of the Price.

6.2 Method of payment of Deposit

The Deposit may be:

- (a) paid to the Vendor's Legal Practitioner or Vendor's Estate Agent in cash or by cheque drawn on an Australian bank; or
- (b) secured by a Bank Guarantee; or
- (c) by way of a combination of Special Conditions 6.2(a) and 6.2(b) above.

6.3 Cash or cheque

To the extent the Deposit is paid in cash or by cheque, the Deposit must be paid to the Vendor's Legal Practitioner or Vendor's Estate Agent on the signing of the Contract and the Deposit must be held by either of them on trust for the Purchaser until the registration of the Plan of Subdivision and as stakeholder after the registration of the Plan of Subdivision and where the Deposit is held by the Vendor's Legal Practitioner:

- (a) the parties authorise and direct the Vendor's Legal Practitioner to invest the Deposit in the name of the Vendor's Legal Practitioner with a bank on fixed deposit;
- (b) the bank may also deduct any government or bank charges or any other tax from the interest earned;
- (c) the parties release the Vendor's Legal Practitioner from any claim concerning the investment of the Deposit;
- (d) any Deposit Interest shall accrue for the benefit of and be paid to the party ultimately entitled to receive the Deposit. The Purchaser shall not be entitled to any compensation for loss of interest, costs, fees or other expenses arising out of the investment of the Deposit; and
- (e) all payments due to the Vendor under this Contract shall be made in Melbourne no later than 3:00 pm on the day on which they shall be due and the Vendor shall be entitled to treat any payment received after 3:00 pm as having been received on the next Business Day in Melbourne.

6.4 If the Deposit is to be paid by way of a Bank Guarantee:

- (a) the Purchaser must:
 - (i) on the Day of Sale pay an initial deposit of an amount equal to 1% of the Price or less with the consent of the Vendor;
 - (ii) within 14 days after the Day of Sale deliver to the Vendor's Legal Practitioner a Bank Guarantee; and
 - (iii) the Vendor may, without being obliged to do so, accept the Bank Guarantee referred to in Special Condition 6.4(a)(ii) as payment of the Deposit by returning the initial 1% deposit (or less where applicable) to the Purchaser and to avoid doubt, the Purchaser acknowledges that the Vendor has not accepted a Bank Guarantee until the Purchaser receives return of the 1% (or less where applicable) initial deposit; and
- (b) if the Vendor accepts a Bank Guarantee from the Purchaser:
 - (i) the Vendor's Legal Practitioner will hold the Bank Guarantee and will hold any moneys paid pursuant to the Bank Guarantee as if those moneys were the original Deposit;
 - (ii) on the Settlement Date the Purchaser must pay the full Price (less any amount of the Deposit paid in cash or by cheque) to the Vendor and subject to and conditional upon the Purchaser doing so the Vendor must return the Bank Guarantee to the Purchaser; and
 - (iii) immediately upon any default by the Purchaser under this Contract the Vendor may make a demand for payment under the Bank Guarantee (subject only to any provision of the Sale of Land Act preventing it from so doing);
 - (iv) if the Bank Guarantee expires or will expire on or before the day that is 6 months after the Registration Date, the Purchaser must within 3 Business Days, extend or replace the Bank Guarantee so that it ends at least 6 months after the Registration Date or such other date reasonably required by the Vendor; and
 - (v) if the Purchaser fails to comply with Special Condition 6.4(b)(iv), the Vendor will be entitled to terminate this Contract.

7. Plan of Subdivision

7.1 Conditional sale

This Contract is subject to the condition precedent that the Plan of Subdivision is registered by the Registration Date. The period between the Day of Sale and the Registration Date is the specified period for the purposes of section 9AE of the Sale of Land Act.

7.2 Developer's endeavours

The Developer will, at its own cost, endeavour to have the Plan of Subdivision certified, endorsed with a statement of compliance, and registered under Part 4 of the Subdivision Act.

7.3 Right to terminate

- (a) Notwithstanding Special Condition 7.2, if the Registrar of Titles or any authority having jurisdiction in respect of the subdivision requires a material modification to the subdivision or material amendment of the Plan of Subdivision, or imposes any conditions or other requirements which in the opinion of the Vendor or the Developer may be likely to substantially increase the cost of the subdivision of the land, then the Vendor may rescind this Contract by giving the appropriate written notice to the Purchaser within 30 days after being notified of the event referred to in this Special Condition.
- (b) If the Plan of Subdivision is not registered by the Registrar by the Registration Date then either party may terminate this Contract by notice in writing to the other party. A notice under this Special Condition 7.3 will have no effect if the other party receives it after the Plan of Subdivision is registered.

7.4 Consequences of termination

- (a) If this Contract is terminated pursuant to Special Condition 7.3, the Deposit and any Deposit Interest will be refunded to the Purchaser.
- (b) The Purchaser must not claim any compensation if this Contract is terminated pursuant to Special Condition 7.3.
- (c) The right to a refund of the Deposit and any Deposit Interest shall be the sole right of the Purchaser in connection with such termination.

8. Amendments to Plan of Subdivision

8.1 Developer may amend Plan of Subdivision

Subject to section 9AC of the Sale of Land Act, the Developer may make such amendments to the Plan of Subdivision that:

- (a) may be necessary to:
 - (i) accord with surveying practice; or
 - (ii) comply with any requirement, recommendation or requisition of an Authority or the Registrar; or
- (b) in the opinion of the Developer (acting reasonably) are required or necessary for the purposes of the Development, which may include:

- (i) alterations required for the adequate servicing of the Site or any part of it;
- (ii) amendments required to effect a consolidation, merger or otherwise to accommodate the development of any adjoining property or merger with any other plan affecting such property;
- (iii) creation of party wall easements or other similar easements in addition to, or in substitution for, the easements and rights implied by section 12(2) of the Subdivision Act;
- (iv) creating additional lots including reducing or altering the road to create such lots; and
- (v) altering or varying the position or location of any car parking space, storage space or any other Lot.

8.2 Vendor to notify Purchaser of amendments

The Vendor will advise the Purchaser in writing of any proposed amendment to the Plan of Subdivision required by the Registrar or requested by the Vendor or the Developer within 14 days after the receipt of the requirement of the Registrar or the making of the request by the Vendor or the Developer (as the case may be).

8.3 Purchaser to notify Vendor

- (a) The Purchaser must advise the Vendor within 14 days of receipt of the proposed amendments (time being of the essence) whether or not the Purchaser consents to those amendments.
- (b) If the Vendor does not receive the Purchaser's response within the timeframe set out in Special Condition 8.3, the Purchaser is deemed to have consented to the proposed amendments to the Plan of Subdivision.

8.4 Acceptance of Plan of Subdivision as registered

- (a) The Purchaser agrees to accept the Property described on the Plan of Subdivision as ultimately registered notwithstanding that there may be minor variations or discrepancies between the Lot or Lots hereby sold and the Lot or Lots on the registered Plan of Subdivision.
- (b) Where a statement of compliance or similar certification has been issued by the relevant Authority in respect of the Plan of Subdivision, the Purchaser agrees that the Purchaser shall not make any objection or claim nor withhold all or part of the Price or delay Settlement or rescind the Contract as a consequence of any issue relating to a matter certified by the Authority.

8.5 Authorised amendments

Without limiting any other provision in this Special Condition 8, the Purchaser acknowledges and agrees that:

- (a) the Vendor or the Developer may create additional Lots by further subdividing any Lots in any stage of the Plan of Subdivision which may result in reducing the area of a road; and
- (b) if on the Day of Sale the Land is described as more than one Lot, the Vendor or the Developer may consolidate those lots into one or more titles as the Vendor or the Developer sees fit (but is not obliged to do so).

8.6 No Objection

The Purchaser agrees not to make any objection or claim nor withhold all or part of the Price or delay Settlement or rescind the Contract because of:

- (a) any amendment or alteration to the Plan of Subdivision which does not materially affect the Land (as determined by the Law Institute Property Law Dispute Resolution Committee of Victoria); or
- (b) the creation of any additional Lots; or
- (c) the consolidation of any Lot with another Lot or Lots; or
- (d) any alleged misdescription of the Land or deficiency in its area or measurements; or
- (e) the boundaries or occupation or location of the Property not being identical with the land described in the Plan of Subdivision; or
- (f) any renumbering of stages or Lots on the Plan of Subdivision,

nor will the Purchaser call upon the Vendor or the Developer to amend title or pay all or any part of the cost of doing so.

8.7 Changes to area

The Purchaser agrees that (without limitation) an amendment to the Plan of Subdivision which results in a change to the area of the Property of less than five percent is a minor variation or discrepancy and does not materially affect the Land.

9. Disclosure of Surface Level Works

- (a) The Vendor notifies the Purchaser pursuant to section 9AB of the Sale of Land Act details of all works affecting the natural surface level of the land in the Lot sold or any land abutting the Lot sold in the same subdivision as the Lot which:
 - (i) have been carried out on that land before the certification of the Plan of Subdivision and before the date of this Contract; or
 - (ii) are at the date of this Contract being carried out or are proposed to be carried out on that land,and are set out in any plans attached to the Vendor's Statement.
- (b) If no plans are included, details of any surface level works proposed by the Vendor after the Day of Sale will be disclosed to the Purchaser in accordance with section 9AB(2) of the Sale of Land Act as soon as practicable after the details required for disclosure come to the knowledge to the Vendor.

10. Encumbrances

10.1 Purchaser buys subject to Encumbrances

The Purchaser:

- (a) admits that the Property is sold subject to the provisions of the Subdivision Act;

- (b) buys the Property subject to:
 - (i) the following Encumbrances:
 - (A) all registered and any unregistered easements, covenants and restrictive covenants (if any) affecting the Land including those disclosed in the Vendor's Statement;
 - (B) any restriction or condition created before or after the Day of Sale affecting or imposed on the Property or its use or development (including any restriction imposed by any Authority and any restriction imposed under any planning permit, approval or agreement);
 - (C) the provisions of any agreement which the Vendor may be required to enter into with any responsible authority in relation to the Plan of Subdivision including but not limited to an agreement under section 173 of the *Planning and Environment Act 1987* (Vic);
 - (D) requirements of the Planning Permit;
 - (E) the planning scheme and any other relevant planning controls;
 - (F) the lot liability and entitlement set out in the Plan of Subdivision;
 - (G) proposed Owners Corporation Rules;
 - (ii) all restrictions on its use or development that are imposed or prescribed by the Laws or Authorities that apply to it;
 - (iii) all easements and encumbrances affecting the Site including those created or implied by the Subdivision Act; and
 - (iv) the rights of the Vendor and the Developer under Special Condition 22.
- (c) The Purchaser agrees not to make any objection or claim nor withhold all or part of the Price or delay Settlement or rescind the Contract in relation to any matter referred to in this Special Condition 10.1.

10.2 Further encumbrances

The Purchaser acknowledges that the Vendor and/or the Developer:

- (a) may create or grant easements, covenants, restrictions and other rights and obligations affecting the whole or any part of the Site;
- (b) may enter into agreements under section 173 of the *Planning and Environment Act 1987* (Vic);
- (c) may grant leases or other occupation rights to third parties over the Site (excluding the Property) including, without limitation, statutory authorities and suppliers of utilities;
- (d) is entitled to require that the Purchaser create an easement or other restriction that will burden the Land if any one or more of these are:
 - (i) required by any Authority;
 - (ii) required for the certification or registration of the Plan of Subdivision; or

- (iii) in the opinion of the Vendor or the Developer (acting reasonably), necessary or desirable for the development, use, occupation, proper management or adequate servicing of the Site or of any part of it.

10.3. Sale of Land Act

Section 10(1) of the Sale of Land Act does not apply to this Contract in respect of the final location of an easement shown on the certified Plan of Subdivision.

10.4 No Claims

The Purchaser agrees not to make any objection or claims nor withhold all or part of the Price or delay Settlement or rescind the Contract in respect of any matters referred to in this Special Condition 10.

11. Services

11.1 Provision and Connection

The parties acknowledge and agree that:

- (a) the Developer is only required to ensure that the Services are available for connection on the Settlement Date;
- (b) the Developer has no responsibility in respect of the Purchaser's requirements for the capacity and location of the Services; and
- (c) the Purchaser shall not be entitled to make any objection or claim nor withhold part or all of the Price or delay Settlement or rescind the Contract because of any matter relating to:
 - (i) the capacity and location of the Services required by the Purchaser; or
 - (ii) any matter relating to the delay by a relevant authority in completing the connection of the Services.

11.2 No Claim

The Purchaser acknowledges that the Property is sold subject to the Services. To the extent permitted by Law, the Purchaser may not make any objection or claim nor withhold all or part of the Price or delay Settlement or rescind the Contract, nor require the Vendor or the Developer to take or refrain from taking any action, in relation to:

- (a) the nature, location, availability or non-availability of any Services;
- (b) any defects in any Services;
- (c) there being or not being an easement or other right in respect of any Services;
- (d) any Service being a joint service with any other land or building;
- (e) any Service for any other land or building passing through or over the Property;
- (f) any Service installed in, on or under the Property not having been approved by an Authority;
or

- (g) any sewer, vent, manhole or water or sewerage main or connection passing through, in or over the Property.

12. Building Works

12.1 Building Contract

The Developer:

- (a) has or will enter into a major domestic building contract as defined in the *Domestic Building Contracts Act 1995 (Vic)* with the Builder for the construction of the Building Works; and
- (b) will, subject to Special Conditions 12.4 and 12.5, cause the Building Works to be constructed generally in accordance with the Plans and Specifications.

12.2 Acknowledgements

The Purchaser acknowledges that:

- (a) the Vendor is not, and will not be, the builder of the Building Works;
- (b) the Developer is not, and will not be, the builder of the Building Works;
- (c) the Developer has entered into, or intends to enter into, the Building Contract; and
- (d) this Contract is not a major domestic building contract for the purposes of the *Domestic Building Contracts Act 1995 (Vic)*.

12.3 Completion of Building Works

- (a) The issuing of the Occupancy Permit for the Property will be conclusive evidence that the Building Works on the Property are completed.
- (b) The Purchaser agrees not to make any objection or claims nor withhold all or part of the Price or delay Settlement or rescind the Contract even if defective materials or faulty workmanship are evident on or before the date of actual Settlement.

12.4 Alterations to construction or finishes

- (a) The Developer can without being required to give any notice to the Purchaser:
 - (i) make construction amendments to meet, or as a consequence of meeting, the requirements of any Authority or to substitute materials provided that the substituted materials are of at least equivalent quality;
 - (ii) substitute, alter or remove any materials or any manner of finish or any item to be installed in the Property and the Building Works as specified in the Plans and Specifications provided that the substituted materials or finish or items are of at least equivalent quality.
- (b) Subject to Special Condition 12.5, the Purchaser agrees not to make any objections or claim nor withhold all or part of the Price or delay Settlement or rescind the Contract in respect of any construction amendments made under this Special Condition 12.

12.5 Termination

If there are any amendments to the Building Works other than as set out in Special Conditions 12.4(a)(i) and 12.4(a)(ii) which materially and adversely affect the Property and the Developer serves a notice under Special Condition 12.6, the Purchaser can terminate this Contract but only within 5 Business Days of service of that notice (time being of the essence).

12.6 Notice of amendments

The Developer can at any time serve a notice advising of amendments to the Building Works other than as set out in Special Conditions 12.4(a)(i) and 12.4(a)(ii) which in the opinion of the Developer (acting reasonably) materially and adversely affect the Property.

12.7 Disagreement

If any disagreement arises in connection with Special Condition 12.4(a)(ii):

- (a) the Purchaser cannot withhold all or part of the Price or delay Settlement;
- (b) within 3 months from the date of actual settlement, either party may refer the disagreement to a single Expert;
- (c) the Expert's decision will be conclusive and binding on the parties; and
- (d) the cost of the Expert determination must be borne by the party against whom the Expert's decision is made or, if there is no such party, then by the party or parties who the Expert determines is or are to bear the costs.

12.8 Display suite

Without limiting any other provision in this Special Condition 12, the Purchaser acknowledges and agrees that:

- (a) any display suite, impressions, pictures, drawings or other marketing material inspected by the Purchaser on or prior to the Day of Sale is intended only as an indicative representation of finishes, fittings, fixtures (and the like) forming part of the Building Works and of the Development;
- (b) the Purchaser has not relied on its inspection of that display suite or other marketing material in entering into this Contract, but has relied on its review of the Plans and Specifications; and
- (c) to the extent of any inconsistency between the finishes or other details in the display suite or other marketing material and the Plans and Specifications, the Plans and Specifications shall prevail.

13. Defects Warranty

- 13.1 Subject to Special Conditions 13.2 to 13.7, the Developer, within a reasonable time after the expiration of the Defects Period, must repair or procure to be repaired any Defects of which notice is served on the Developer.
- 13.2 The Purchaser must serve upon the Developer notice of any Defects before the expiration of the Defects Period.
- 13.3 Before Settlement, the Purchaser cannot serve the Vendor or the Developer with a notice of any Defects unless the Defects make the Property uninhabitable in which event the Developer must repair those Defects before Settlement.

- 13.4 An Occupancy Permit for the Property is conclusive evidence that there are no Defects which make the Property uninhabitable.
- 13.5 After Settlement the Purchaser may serve one notice during the Defects Period.
- 13.6 The Purchaser agrees that the Purchaser's only right or remedy against the Vendor and the Developer in respect of a Defect in the Property (including a major Defect) is a claim under this Special Condition and the Purchaser releases the Vendor and the Developer from all other claims.
- 13.7 The Purchaser acknowledges and accepts that:
- (a) some of the materials used in the Property (particularly finishes and fittings) may comprise natural products (such as stone, timber and the like);
 - (b) these materials may exhibit variations:
 - (i) from any sample exhibited; and
 - (ii) between different areas of the finished product,in shade, colour, texture, surface finish, markings, or the like and may contain natural fissures, occlusions, lines, indentations or the like;
 - (c) these materials may expand, contract or distort over time as a result of exposure to heat, cold, weather or the like;
 - (d) these materials may mark or stain if exposed to certain substances;
 - (e) these materials may be damaged or disfigured by impact or scratching or other mechanical means; and
 - (f) the matters referred to in this Special Condition 13.7 are not Defects and the Purchaser cannot make any objection or claim nor withhold all or part of the Price or delay Settlement or rescind the Contract in relation to any of the matters set out in this Special Condition 13.7.
- 13.8 If any disagreement arises in connection with this Special Condition 13:
- (a) the Purchaser cannot make any claim or withhold all or part of the Price or delay Settlement or rescind the Contract;
 - (b) either the Developer or the Purchaser may after Settlement refer the disagreement to a single Expert;
 - (c) the Expert's decision is conclusive and binding on the parties; and
 - (d) the cost of the Expert determination must be borne by the party against whom the Expert's decision is made or if there is no such party then by the party or parties whom the Expert determines is or are to bear the costs.

14. Owners Corporation

14.1 Purchaser's acknowledgements

The Purchaser acknowledges and understands that:

- (a) the Owners Corporation will commence on registration of the Plan of Subdivision;

- (b) the Purchaser will become a member of the Owners Corporation after settlement;
- (c) the Purchaser will be required to pay fees to the Owners Corporation; and
- (d) the Purchaser buys the land subject to the Owners Corporation Rules. The Vendor may make amendments or alterations to the Owners Corporation Rules before settlement which in the Vendor's reasonable opinion facilitate or enhance the Development.

14.2 Establishment of Owners Corporation

After registration of the Plan of Subdivision, the Vendor will:

- (a) hold the first meeting of the Owners Corporation; and
- (b) arrange insurance as required under the Owners Corporations Act or the Subdivision Act.

14.3 Powers of Owners Corporation

The Purchaser acknowledges that after registration of the Plan of Subdivision, the Vendor may, but is not obliged, to cause the applicable Owners Corporation to:

- (a) make rules in the form of the Owners Corporation Rules as altered or amended under Special Condition 14.1(d);
- (b) appoint a manager for the Owners Corporation on terms and conditions which the Vendor (acting reasonably) deems consistent with market terms and conditions for the provision of those management services;
- (c) determine Owners Corporation fees or levies to be paid by members of the Owners Corporation including amounts, times and manner of payment;
- (d) enter into any agreement or to grant a lease or licence in respect of any part of the Common Property or otherwise with respect to the Site; and
- (e) enter into long term arrangements for the supply of electricity, water, gas, telecommunications and other services for the Development and the lots on the Plan of Subdivision including the Property,

and the Purchaser authorises the Vendor to do any or all of these things.

14.4 Completion of Development

The Purchaser authorises the Owners Corporation to enter into any agreement that may be required or recommended by the Vendor or the Developer to complete the Development, ensure the proper operation of the Development and the installation of appropriate management systems.

14.5 No restriction

Notwithstanding anything contained in this Contract, so long as the Vendor is a member of the Owners Corporation or occupier or owner of a Lot and for so long as any mortgagee or chargee of the Vendor has any interest in the Development then the Owners Corporation Rules will not in any way apply to or be enforced against the Vendor, the Developer or the Vendor's or the Developer's mortgagee or chargee where to do so would prevent, hinder, obstruct or in any way interfere with the completion of the Building Works, the Development and/or the sale or development of the Site.

14.6 Essential term

This Special Condition 14 is an essential term of this Contract and does not merge on settlement. The Purchaser must ensure that its related bodies corporate, employees, agents, representatives, nominees, assigns and successors in title comply with this Special Condition 14.

14.7 Damages insufficient remedy

The Purchaser acknowledges that damages of themselves will not be sufficient remedy for breach by the Purchaser of this Special Condition 14 because the Vendor must be able to specifically enforce the Purchaser's obligations under this Special Condition 14.

15. Caveat

15.1 No caveat to be lodged

The Purchaser must not lodge nor cause or allow any person claiming through it or acting on its behalf to lodge any caveat over any certificate of title relating to the Site, the Development, the Land or the Property including over any certificate of title that issues upon registration of the Plan of Subdivision by the Registrar.

15.2 Purchaser's acknowledgement

The Purchaser acknowledges that breach of Special Condition 15.1:

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

15.3 Appointment as attorney

The Purchaser irrevocably appoints the Vendor and each director, officer and manager of the Vendor as its attorney to sign and lodge a withdrawal of any caveat lodged by the Purchaser in breach of Special Condition 15.1.

16. Nomination

The Purchaser may only exercise the Purchaser's rights under General Condition 18 if the Purchaser delivers to the Vendor not less than 10 Business Days prior to the Settlement Date:

- (a) a nomination form:
 - (i) complying with all Laws and in a form reasonably required by the Vendor;
 - (ii) pursuant to which the Purchaser agrees to indemnify and keep indemnified the Vendor against all cost, loss, liability or expense suffered or incurred as a direct or indirect result of the nomination, whether or not the Vendor has incurred any such cost, loss, liability or expense or has made a payment; and

- (iii) pursuant to which the nominee agrees to be bound by the terms of this Contract as if it were a party to this Contract,

properly completed with all the relevant details and duly executed by the Purchaser and the nominee;

- (b) a copy of the duly signed nominee statutory declaration required by the State Revenue Office;
- (c) a written acknowledgement from any Guarantor that the nomination of the nominee does not vitiate the Guarantors' obligations;
- (d) a cheque payable to HWL Ebsworth Lawyers in the amount of \$275.00 (inclusive of GST) in payment of nomination fees;
- (e) a statement signed by the Purchaser and the nominee that the nominee is not required to obtain FIRB Approval for its acquisition of an interest in the Property; and
- (f) if the nominee purchaser is or includes a corporation, a Guarantee and Indemnity executed by the directors of that corporation.

17. Transfer and Settlement

17.1 Delivery of Transfer

The Purchaser must deliver the instrument of transfer to the Vendor's Legal Practitioner not less than 7 Business Days before the date for the Payment of Balance. If the instrument of transfer is not delivered by then:

- (a) the Vendor is not obliged to complete this Contract until 7 Business Days from the date on which the instrument of transfer is received by the Vendor's Legal Practitioner; and
- (b) the Purchaser will be deemed to have made default on the Balance and the Vendor will be entitled to interest on the Balance in accordance with this Contract from the date for the Payment of Balance until the date which is 7 Business Days from the date on which the instrument of transfer is received by the Vendor's Legal Practitioner.

17.2 Settlement

- (a) Settlement must take place before 3pm on the Settlement Date. If Settlement takes place after 3pm on the Settlement Date, the Purchaser will be deemed to be in default of the Balance until the next Business Day and the Vendor will be entitled to interest on the Balance in accordance with this Contract.
- (b) The Purchaser acknowledges and agrees to pay an administration fee of \$250.00 to the Vendor's Legal Practitioner should a request for an extension of time be requested and such fee will be payable at settlement and any failure to pay such fee will be a breach of this Contract and the Vendor will rely on Special Condition 26.

17.3 Charges

- (a) Neither the Vendor nor the Developer is required to provide at any time any:
 - (i) release from any secured party releasing a security interest in respect of the Property;
 - or

- (ii) 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 the Settlement Date; or
 - (iii) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on the Settlement Date, the personal property included in the Contract is not or will not be property in which the relevant security interest is granted.
- (b) The Purchaser agrees not to make any objection or claim nor withhold all or part of the Price or delay Settlement or rescind the Contract, or require the Vendor or the Developer to take any action, in respect of any charge or security interest registered under the *Personal Property Securities Act 2009 (Cth)*.

18. Adjustment of Outgoings

18.1 Apportionment

Subject to Special Conditions 18.2 to 18.4, all Outgoings in respect of the Property shall be apportioned between the Vendor and Purchaser:

- (a) as from the date of registration of the Plan of Subdivision; and
- (b) on the basis that such Outgoings have been paid.

18.2 Adjustment of land tax

- (a) The Purchaser acknowledges that the State Revenue Office may group all the properties owned by the Vendor and assess land tax against the Vendor in respect of those properties based upon the aggregate of the unimproved values of each of the properties owned by the Vendor.
- (b) The Purchaser agrees that it will reimburse to the Vendor, as an allowance at Settlement, for land tax on the Land, from the Day of Sale, based on the proportionate land tax stated in the land tax clearance certificate.

18.3 Where rates are not separately assessed

- (a) Save for land tax which is to be adjusted in accordance with Special Condition 18.2, any Outgoings, which are not separately assessed against the Land shall be adjusted on the basis that the Land is liable for a share of the total Outgoings in proportion to its area set out in the total of the area subject to the assessment.
- (b) The Purchaser must adjust the Outgoings in accordance with Special Condition 18.3(a) on the basis that such Outgoings have been paid.

18.4 Separate assessments

- (a) If a separate assessment for the same period issues to the Purchaser or the Vendor before the Settlement Date, the parties will adjust the amount payable after deducting any discount for early payment and after allowance being made for any refund made or to be made by the relevant Authority.
- (b) If a separate assessment for the same period issues to the Purchaser or the Vendor after the Settlement Date any further adjustment necessary shall be based on the amount payable after

deducting any discount for early payment and after allowance being made for any refund made or to be made by the relevant Authority.

18.5 Payment

The Vendor or the Developer will pay the Outgoings when they are due to be paid and the Purchaser acknowledges and agrees that it cannot require them to be paid at or before Settlement under any circumstances.

18.6 No merger

This Special Condition 18 will not merge on completion.

19. GST

19.1 Interpretation

In this Special Condition 19:

- (a) words or expressions used in this Special Condition which have a particular meaning in the GST Law have the same meaning, unless the context otherwise requires;
- (b) any reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member;
- (c) any reference to an input tax credit entitlement by a party includes any corresponding input tax credit entitlement by the representative member of any GST group of which that party is a member; and
- (d) if the GST Law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, such part of the supply is to be treated as a separate supply.

19.2 GST Inclusive/Exclusive

- (a) The Price specified in the Particulars of Sale is expressed as a GST inclusive amount.
- (b) Unless otherwise stated, any other amount specified in this Contract as the consideration payable for any taxable supply does not include any GST payable in respect of that supply.

19.3 Liability to pay GST

If the Vendor makes a taxable supply under this Contract that is not a supply the consideration for which is specifically described as GST-inclusive, then the Purchaser must also pay, in addition to the consideration for that supply, the amount of GST payable in respect of the taxable supply as follows:

- (a) in relation to the supply of the Property, on the earlier of Settlement and the date on which a taxable supply of the Property occurs; and
- (b) in relation to any other supply, at the time the consideration for the supply is payable.

19.4 Margin Scheme

Provided that the Vendor is eligible, the parties agree that the GST payable on the taxable supply of the Property will be calculated by the Vendor using the Margin Scheme under Division 75 of the GST Law.

19.5 Reimbursement of Expenses

If a third party makes a taxable supply and this Contract requires a party to this Contract (the payer) to pay for, reimburse or contribute to (pay) any expense or liability incurred by the other party to that third party for that taxable supply, the amount the payer must pay will be the amount of the expense or liability plus the amount of any GST payable in respect thereof but reduced by the amount of any input tax credit to which the other party is entitled in respect of the expense or liability.

19.6 Non Merger

This Special Condition does not merge on settlement and will continue to apply after expiration or termination of this Contract.

20. Duty

20.1 Value of Land

- (a) The Developer reasonably believes that the amount shown in Schedule 1 of the Particulars of Sale is an accurate estimate as at the Day of Sale of the value of the Land, the infrastructure and any improvements on the Land on the Day of Sale (**Estimated Land Value**) on which stamp duty will be calculated in accordance with the rulings of the State Revenue Office current on the Day of Sale.
- (b) The Purchaser acknowledges that the difference between the Price and the Estimated Land Value represents the Developer's estimate of the value of the Building Works to be carried out to the Property after the Day of Sale.

20.2 No stamp duty warranty

The Purchaser acknowledges and agrees that:

- (a) the Developer has used reasonable endeavours to accurately estimate the amount referred to Special Condition 20.1 and the Purchaser has not relied on the accuracy or otherwise of that estimate to enter into this Contract;
- (b) no representation or warranty has been made to the Purchaser that stamp duty payable by the Purchaser in connection with the purchase of the Property will in fact be calculated on the Estimated Land Value; and
- (c) the Purchaser agrees not to make any objection or claim nor withhold all or part of the Price or delay Settlement or rescind the Contract because of the amount of stamp duty payable on a transfer of the Land to the Purchaser or to any nominated or substituted purchaser.

20.3 Stamp Duty Indemnity

The Purchaser is liable for and indemnifies the Vendor and the Developer against any claims, demands, proceedings, judgments, damages, costs and losses of any nature whatsoever which the Vendor and/or the Developer may suffer or incur arising from or in any way connected with or relating to stamp duty, including any penalty or interest that becomes payable, in respect of a transfer of the Land to the Purchaser or to any nominated or substituted purchaser.

20.4 Stamp duty: Purchasers buying unequal interests

If the Purchaser comprises more than one person or entity:

- (a) it is each Purchaser's responsibility to ensure the Contract correctly records at the Day of Sale the proportions in which they are buying the Property;
- (b) if the proportions recorded in the transfer of land document differ from those recorded in the Contract, it is each Purchaser's responsibility to pay any additional duty or charge which may be assessed as a result of the variation; and
- (c) each Purchaser jointly and severally indemnifies the Vendor, the Developer, 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 or charge payable as a result of the proportions in the transfer of land document differing from those in the Contract.

20.5 Non Merger

This Special Condition 20 will not merge on the transfer of the Land but will continue to have full force and effect.

21. Dealings

21.1 No resale before settlement

Subject to Special Conditions 21.2 to 21.4, the Purchaser must not prior to Settlement advertise for sale, sell, agree to sell or agree to transfer the Land without the prior written consent of the Developer (which may be given or withheld at the Developer's absolute discretion).

21.2 Authorised sale or transfer

The Purchaser may and only advertise for sale, sell or transfer the Land (or any part of it) if:

- (a) the Developer has given its prior written consent; and
- (b) the Purchaser has complied with all of the Purchaser's obligations under this Contract to the Developer's satisfaction (acting reasonably).

21.3 Deed

If the Purchaser is authorised to advertise for sale, sell or transfer the Land (or any part of it) in accordance with this Special Condition, then:

- (a) the Purchaser must procure the transferee of the Land (or any part of it) to sign a deed on terms acceptable to the Vendor and the Developer pursuant to which the transferee agrees to comply with all of the obligations in this Contract which remain to be performed at the date of the proposed transfer of the Land (or any part of it) (Deed);
- (b) the terms of the Deed must include a covenant that if the subsequent transferee sells or otherwise disposes of its interest in the Land the subsequent transferee obtains a deed in similar terms to the Deed; and
- (c) the transferee pays the Developer's reasonable costs and expenses (including legal costs and expenses) in giving its consent under this Special Condition 21.

21.4 Change in Control

If the Purchaser effects or attempts to effect a Change in Control then that will be taken to be a transfer or disposal of the Purchaser's interest in the Land and the provisions of this Special Condition 21 apply.

21.5 Indemnity

The Purchaser is liable for and indemnifies the Vendor and the Developer on demand against any claims of whatever kind or nature arising from or in connection with a failure by the Purchaser to comply with its obligations under this Special Condition 21.

22. Rights of Vendor and Developer

22.1 Completion of the Development

The Vendor or the Developer may, for the purposes of completion of the Development, after Settlement:

- (a) carry out works (including demolition, alterations, refurbishment and repairs) on the Site;
- (b) use, operate, install, repair, maintain, remove, replace and temporarily interrupt services; and
- (c) appoint agents or others to exercise any of the Vendor's rights or the Developer's rights (as the case may be),

but in doing so, the Vendor or the Developer (as the case may be) must take reasonable steps to minimise interference with the Purchaser's enjoyment and use of the Property.

22.2 Vendor's rights

The Purchaser authorises the Vendor, the Developer and the Vendor's Representatives to have such access to any part or parts of the Site as the Vendor, the Developer and/or the Vendor's Representatives may reasonably require in order to, and further agrees that the Owners Corporation may grant persons authorised by the Vendor or the Developer an exclusive licence of the Common Property to:

- (a) conduct any marketing and sales activities on the Site (excluding the Property);
- (b) place and maintain in, on or about the Site (excluding the Property) signs in connection with those marketing and sales activities;
- (c) place and maintain in, on or about the Site (excluding the Property) an office, suite or facility from which marketing and sales activities can be conducted; and
- (d) erect 'for sale', 'for lease', promotional advertising or other signs the Vendor, the Developer and/or the Vendor's Representatives may require to be erected on any part of the Common Property.

22.3 Dealings by Vendor

- (a) The Purchaser acknowledges and agrees that the Vendor:
 - (i) may assign, transfer or otherwise dispose of its rights under this Contract to a third party; and
 - (ii) may grant mortgages or charges over the Site or the Land at any time up to Settlement.

- (b) The Vendor will notify the Purchaser if it deals with its rights under this Contract pursuant to Special Condition 22.3(a)(i).
- (c) If required by the Vendor, the Purchaser must enter into a deed releasing the Vendor from its obligations and/or confirming the Purchaser's obligations to any subsequent purchaser or assignee or disponee of the Land from the Vendor and/or assigning to any subsequent purchaser or assignee or disponee of the Land from the Vendor the benefit of all obligations of the Purchaser in this Contract and any Bank Guarantee.

22.4 No Objection

The Purchaser agrees that Special Conditions 22.1 to 22.3 are reasonable and on that basis, the Purchaser agrees not to make any objection or claim nor withhold all or part of the Price or delay Settlement or rescind the Contract in respect of any matters raised in those Special Conditions.

23. FIRB

23.1 FIRB Approval and Purchaser's Warranty

- (a) If the Purchaser requires FIRB Approval, the Purchaser must deliver to the Vendor's Legal Practitioner a copy of the FIRB Approval on the Day of Sale.
- (b) If the Purchaser does not deliver a copy of the FIRB Approval to the Vendor's Legal Practitioner on the Day of Sale, it hereby warrants to the Vendor that the purchase of the Property by it is not subject to or conditional on FIRB Approval.

23.2 If FIRB Approval not provided

If:

- (a) The Purchaser does not provide a copy of the FIRB Approval pursuant to Special Condition 23.1; and
- (b) FIRB Approval should have been obtained by the Purchaser,

the Purchaser is liable for and indemnifies the Vendor against all claims which the Vendor suffers or incurs or is liable for as a result.

23.3 Exempt Purchaser

If the Purchaser is not a Foreign Person and seeks to nominate a Foreign Person as a substitute or additional Purchaser, it may only do so if:

- (a) the Vendor consents to the nomination (which consent the Vendor may give or refuse without being liable to the Purchaser);
- (b) the nomination does not contravene the conditions of the FIRB Approval;
- (c) the nominated Foreign Person complies with this Special Condition 23; and
- (d) the nomination is made in accordance with Special Condition 16.

23.4 Non merger

This Special Condition 23 will not merge on completion.

24. Capacity

24.1 The Purchaser warrants to the Vendor and the Developer that:

- (a) the Purchaser has full legal capacity and power to enter into, exercise its rights and observe its obligations under this Contract;
- (b) the Purchaser has in full force and effect the authorisations necessary to enter into this Contract, exercise its rights and observe its obligations under this Contract and to allow this Contract to be enforced;
- (c) the Purchaser's obligations under this Contract are valid and binding and are enforceable against it in accordance with their terms; and
- (d) this Contract does not contravene the Purchaser's constituent documents (where the Purchaser is incorporated) or any of its obligations or undertakings by which it or any of its assets are bound.

24.2 Attorneys and Authorised Representatives:

- (a) Each person who executes this Contract 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.
- (b) Each person who executes this Contract on behalf of a party as that party's authorised representative or agent declares that he or she has authority to do so.

25. Default

25.1 Specific breaches

If:

- (a) the Purchaser breaches:
 - (i) Special Condition 4; or
 - (ii) Special Condition 6.3; or
 - (iii) Special Condition 6.4; or
- (b) an Insolvency Event occurs,

General Condition 27 will not apply and the Vendor may terminate this Contract by notice in writing to the Purchaser at any time after the breach or the Insolvency Event occurs.

25.2 If Vendor terminates

If the Vendor terminates this Contract under Special Condition 25.1, General Condition 28.4(a) will apply as if this Contract had been terminated by notice under General Condition 28.2.

25.3 Time remains of the essence

The Purchaser's obligation to pay interest under Special Condition 26.1 does not mean that time is not of the essence for the performance of the Purchaser's obligations under this Contract.

25.4 Other rights unaffected

Nothing in this Special Condition 25 limits the rights of the Vendor or the Developer if the Purchaser defaults under this Contract.

25.5 Land tax

If, as a result of a breach of this Contract by the Purchaser, the Property is registered in the name of the Vendor at midnight on 31 December following the Due Date, land tax will be adjusted on the basis that the Purchaser pays all of the land tax assessed, charged and levied on the Vendor in respect of the Property after the Due Date.

26. Costs of Default

26.1 Interest on Default

- (a) If the Purchaser does not complete this Contract by the Due Date or the Purchaser defaults in payment of any amount due under this Contract then (without prejudice to any other rights, powers or remedies of the Vendor) the Purchaser must pay interest to the Vendor on the Due Date or earlier on demand:
 - (i) calculated daily at a rate of 4% higher than the rate for the time being fixed under the *Penalty Interest Rates Act 1983 (Vic)*; and
 - (ii) on the amount overdue for the period of the default.
- (b) The Purchaser may not require the Vendor to settle this Contract unless interest payable under this Contract is paid to the Vendor.

26.2 Payments on Default

Without limiting the Vendor's rights under Special Condition 25, if the Vendor gives to the Purchaser a notice of default under this Contract, the default will not be remedied until the last to occur of the following:

- (a) remedy by the Purchaser of the default, or if the default is incapable of remedy, compensation paid to the Vendor to the Vendor's satisfaction; and
- (b) payment by the Purchaser to the Vendor of all expenses incurred by the Vendor or the Developer as a result of the default including:
 - (i) legal costs and disbursements (calculated on a full indemnity basis) incurred in drawing and giving the notice and any advice;
 - (ii) all additional costs incurred by the Vendor or the Developer including bridging finance, relocation costs, interest, discount on bills and borrowing expenses; and
 - (iii) the payment of interest in accordance with this Contract.

26.3 Essential term

This Special Condition 26 is an essential term of this Contract.

27. Confidentiality

27.1 Confidentiality

The parties acknowledge that the terms of this Contract and all information exchanged between the parties under this Contract or under negotiations preceding this Contract are confidential. A party must not (without the prior written approval of the other party) disclose such information to any person unless the disclosure is to:

- (a) the extent required by law (which includes the rules of the Australian Securities Exchange); or
- (b) a party's officers, employees, consultants, advisers or financiers as is necessary to enable the parties to perform their obligations under this Contract or to seek professional advice.

27.2 Public Announcements

A party must not make any public announcement, press statement or press release concerning this Contract (other than disclosure to the extent required by law or to be made to the Australian Securities Exchange) without the prior written consent of the other party (which consent must not be unreasonably withheld or delayed).

28. General

28.1 Entire Agreement

This Contract contains the entire agreement between the parties and supersedes any other communications, negotiations, arrangements and agreements between the parties, whether oral or in writing, in connection with the subject matter of this Contract.

28.2 Applicable Law

This Contract is governed by and construed in accordance with the laws of the State of Victoria and the Commonwealth of Australia.

28.3 Waiver

A right may only be waived in writing, signed by the party giving the waiver. A waiver by a party of any breach or a failure to enforce or to insist upon the observance of a provision of this Contract will not be a waiver of any other or of any subsequent breach.

28.4 Severance

If any part of this Contract is invalid, unenforceable, illegal, void or voidable for any reason, this Contract will be construed and be binding on the parties as if the invalid, unenforceable, illegal, void or voidable part had been deleted from this Contract, or read down to the extent necessary to overcome the difficulty.

28.5 Co-operation

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

28.6 Continuing Obligations

The provisions of this Contract capable of having effect after the Settlement Date do not merge on transfer of the Land and continue to have full force and effect irrespective of whether this Contract expressly provides that this is the case.

28.7 Indemnities

- (a) The Purchaser indemnifies and will keep indemnified at all times the Vendor and the Developer against all claims, which the Vendor or the Developer may suffer or incur arising from or in any way connected with or relating to the Property, however arising, made or incurred subsequent to the Settlement Date or any act, matter or thing occurring after the Settlement Date by which the Vendor or the Developer may become liable in any way, unless the Vendor or the Developer (as the case may be) has contributed to the same.
- (b) If a party is required to indemnify another party under this Contract, that party must pay on demand the amount the other party is liable to pay by the time the other party is required to make payment.

28.8 Consent

A reference to "consent" of the Vendor or the Developer means prior written consent which may be given or withheld at the Vendor's absolute discretion or the Developer's absolute discretion (as the case may be) and may be given on conditions.

28.9 Amendment

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

28.10 Counterparts

This Contract may be signed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same document.

28.11 Electronic delivery

If a party delivers an executed counterpart of this Contract or any other document executed in connection with it (**Relevant Document**) by facsimile or other electronic means:

- (a) the delivery will be deemed to be an effective delivery of an originally executed counterpart; and
- (b) the party will still be obliged to deliver an originally executed counterpart, but the failure to do so will not effect the validity or effectiveness of the Relevant Document.

28.12 Rule of Construction

The parties acknowledge and agree that no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Contract or part of it.

29. Environmental Matters

29.1 In this Special Condition 29:

- (a) **Contamination** means a solid, liquid, gas, odour, heat, sound, vibration, radiation or substance that makes or may make the Land and/or the Building or surrounding environment unsafe or unfit for habitation or occupation by persons or animals or otherwise environmentally degraded.
- (b) **Environment** means the physical factors of the surroundings of human beings including the land, waters, atmosphere, climate, sound, odours, tastes, the biological factors of animals and plants and the social factor of aesthetics.
- (c) **Environmental Law** means any law (whether statute or common law, including the laws of negligence and nuisance) concerning the protection or enhancement of the Environment or the health or safety of persons including but not limited laws relating to:
 - (i) emissions of substances into the Environment;
 - (ii) pollution of the Environment;
 - (iii) production, handling, transportation and disposal of hazardous substances or dangerous goods;
 - (iv) land use and planning; and
 - (v) public health and occupation health and safety.

29.2 The Purchaser has made such inspections and enquiries and has satisfied itself in relation to all issues in the relation to any Contamination, the status of compliance with Environmental Law, the condition of the Land or surrounding environment including the existence and extent of Contamination and the conditions of the Permit.

29.3 No representation or warranty is given in relation to:

- (a) any Activity(ies) on or prior to the settlement of the Property;
- (b) the existence or extent of Contamination emanating from, on, in, under or over the Property or any or any surrounding Environment;
- (c) the status of compliance with Environmental Laws applicable (now or after settlement of the Property) with respect to the Property or any surrounding Environment;
- (d) liabilities of any Contamination on or prior to settlement of the Property with respect to the Property or any surrounding Environment; or
- (e) the extent to which the Property or any surrounding Environment is the subject of or cause of environmental harm.

29.4 Following settlement of the Property the Purchaser is responsible for all clean up, remediation and restoration measures required under the Permit and/or any Environmental Law and in relation to the Contamination emanating from, on, in, under or over the Property or any surrounding Environment regardless of when the breach or cause arose.

29.5 The Purchaser shall not exercise any of the Excluded Rights in respect of any Contamination or pollution of the Property and shall at its own expense comply with the requirements of every competent authority for the abatement of any pollution or the clean up or any environmental audit (or any combination of them) of the Property and shall keep the Vendor and the Developer indemnified at all

times against the cost of doing so and hereby releases the Vendor and the Developer from all such claims and demands however so arising.

29.6 The obligations in this special condition do not merge on settlement and continue for the benefit of the Vendor and the Developer.

30. Vendor and Developer responsibilities

30.1 Except in relation to the obligations retained by the Vendor under Special Condition 30.2(c), the Developer agrees to perform all of the obligations of the Vendor under this Contract or it will procure, as necessary, the performance by the Vendor of any obligation which is not within the Developer's direct control.

30.2 The Purchaser acknowledges that notwithstanding any other provision of this Contract:

- (a) the Vendor has not made, and no person on behalf of the Vendor has made, any representation or warranty (except as to title) to the Purchaser as to the subject matter of this Contract or any other matter in connection with this sale;
- (b) the Vendor has entered into this Contract at the direction of the Developer;
- (c) the Vendor has no obligations under this Contract except to:
 - (i) execute the documents necessary to transfer title to the Purchaser; and
 - (ii) discharge any obligation imposed on a vendor under the *Sale of Land Act 1962 (Vic)*;
- (d) this Contract contains the whole agreement between the Vendor and the Purchaser in connection with the purchase of the Property and any other thing in relation to the Property;
- (e) the Vendor is not responsible for the construction or condition of the Building Works, any structures or services on the Property and is released from all obligations and liabilities in connection with the construction or condition of the Building Works and any such structure or services; and
- (f) the Price and any adjusted amounts payable to the Vendor under this Contract must be paid to the Developer or as the Developer may direct.

30.3 Without limiting Special Condition 30.1, the Purchaser acknowledges and agrees that:

- (a) if the Developer complies with any obligation of the Vendor under this Contract, the Vendor will be deemed to have complied with the relevant obligation; and
- (b) the Purchaser must not make any objection or claim nor withhold all or part of the Price or delay Settlement or rescind this Contract if an obligation is undertaken or satisfied by the Vendor or the Developer.

Annexure A Guarantee and Indemnity

In consideration of the Vendor named and described in the Schedule annexed hereto entering into the Contract with the Purchaser named and described in the Schedule the party described as the Guarantor in the Schedule hereto (Guarantor) agrees to guarantee and indemnify the Vendor as follows:

1. The Guarantor guarantees to the Vendor prompt performance of all of the obligations of the Purchaser contained or implied in the Contract.
2. If the obligation of the Purchaser is to pay money, the Vendor may if the Purchaser has not paid the money when due immediately recover the money from the Guarantor as a liquidated debt without first commencing proceedings or enforcing any other right against the Purchaser or any other person.
3. The Guarantor is liable for and indemnifies the Vendor against any cost (including legal fees and disbursements on a full indemnity basis and any counsel or consultant's fees and expenses at the rate charged to the Vendor), liability, loss, fine, penalty, suit, claim or damage that the Vendor may suffer because of:
 - (a) a failure by the Purchaser to pay any money to the Vendor under the Contract; or
 - (b) the Vendor having no legal right to recover any money from the Purchaser under the Contract; or
 - (c) any money payable by the Purchaser to the Vendor under the Contract not otherwise being payable.
4. The indemnity in clause 3:
 - (a) is in addition to and separate from the guarantee in clause 1; and
 - (b) is a principal obligation and is independent of the Purchaser's obligations to the Vendor.
5. The Guarantor must pay the Vendor the amount owing under the indemnity in clause 3 on demand by the Vendor.
6. The Vendor may without affecting this Guarantee grant time or other indulgence or compound or compromise with or release the Purchaser or any person or corporation whatsoever (including any person or corporation liable jointly with the Guarantor or severally in respect of any other guarantee or security) or release, part with, vary, relinquish or renew in whole or in part any security, document of title, asset or right held by the Vendor.
7. All moneys received by the Vendor from or on account of the Purchaser including any dividends upon the liquidation or bankruptcy of the Purchaser or from any other person or corporation or from the realisation or enforcement of any security capable of being applied by the Vendor in reduction of the indebtedness of the Purchaser will be regarded for all purposes as payment in gross without any right on the part of the Guarantor to stand in place of the Vendor or claim the benefit of any moneys so received until the Guarantor has repaid the total indebtedness of the Purchaser and so that in the event of the liquidation or bankruptcy of the Guarantor the Vendor will be entitled to prove for the total indebtedness of the Purchaser.
8. In the event of the liquidation or bankruptcy of the Purchaser the Guarantor authorises the Vendor to prove for all moneys which the Guarantor has paid hereunder and to retain and to carry to a suspense account and appropriate at the discretion of the Vendor any dividends received until the Vendor has with the aid thereof been paid in full in respect of the indebtedness of the Purchaser to the Vendor. The Guarantor waives in favour of the Vendor all rights against the Vendor and the Purchaser and any other person or corporation estates and assets so far as necessary to give effect to anything contained in this Guarantee.
9. The remedies of the Vendor against the Guarantor will not be affected by reason of any security held or taken by the Vendor in relation to the indebtedness of the Purchaser being void, defective or informal.

10. The Guarantor is liable for and indemnifies the Vendor against any loss which the Vendor may suffer by reason of the Purchaser having exceeded his powers or being incompetent to enter into the Contract and against any loss which the Vendor may suffer by reason of the Purchaser going into liquidation or becoming bankrupt.
11. Any demand or notice under this Guarantee may be made in writing signed by the Vendor or its solicitors on its behalf and (without prejudice to any other mode of service for the time being permitted by law) may be served on the guarantor by prepaid letter addressed to the Guarantor at his address herein mentioned. Such notice or demand when posted will be deemed to be properly given on the day next following the day of posting.
12. Where not inconsistent with the context the expression Guarantor as herein used will where there is only one Guarantor mean and include the Guarantor, his executors and administrators or in the case of a corporate Guarantor that Guarantor and its successors and will when there are two or more Guarantors mean and include those Guarantors and each and every or any of them and the executors, administrators or successors of each and every one of them. When two or more Guarantors are parties hereto the covenants and agreements on their part herein contained will bind them and any two or more of them jointly and each of them severally.

SCHEDULE

Vendor: Seng Khoon Lee

Purchaser: _____

Property: Apartment , 508 - 512 Doncaster Road, Doncaster 3108

Guarantor(s): _____

EXECUTED by the Guarantors this _____ day of _____ 20____

Signed Sealed and Delivered by _____
 _____ in the presence of:

)
)

.....
 Signature of Witness

.....
 Signature of

.....
 (Print) Name of Witness

.....
 Address

Signed Sealed and Delivered by _____
 _____ in the presence of:

)
)

.....
 Signature of Witness

.....
 Signature of

.....
 (Print) Name of Witness

.....
 Address

Annexure B - Plans and Specifications

Sloane Apartments

508 - 512 Doncaster Road, Doncaster VIC 3108

GENERAL CONSTRUCTION DETAILS

Floors	Reinforced concrete slab throughout
Roof	Steel/timber framed. Zincalume tray roof decking.
External Walls	AFS concrete panels. Steel/timber framing with select lightweight cladding to upper floors. Select applied finishes.
Party Walls	Fire rated party walls. All acoustically rated to BCA requirements.
Internal Walls	Timber/metal framed wall construction with painted plasterboard finish.
Insulation	Fibreglass wool thermal insulation to walls and ceilings to BCA requirements.
Windows	Aluminium framed, powder coat finish. All clear vision glass to AS 1278.
Doors	2340mm hollow core interior doors. 2340mm smoke sealed / fire rated entry doors. Aluminium framed glass doors to ground floor entry & garden access.
Ceilings	Plasterboard on furring channels or suspended – framed as required. Square set cornices. 2400mm-2600mm varying height to living areas & bedrooms. 2400mm height to all wet areas.
Lighting	LED energy efficient lighting, to apartments and to common areas.
Terraces	Glass balustrades. Solid balustrades. Exterior grade tiles. Stainless steel strip drains to graded terraces as per architectural documents
Skirting	150x12mm custom wood skirtings, paint finish.
Heating & cooling	Reverse cycle to living & dining areas and master bedrooms
Hot Water	Centralised Hot Water System
Security	Audio & Video, intercom to each apartment. Connected to main entrance and remote control to car park entrance.
Mechanical	Each apartment to have independent exhaust system, to bathrooms, kitchen range hood and laundry where applicable

- ALL BUILDING WORKS TO BE IN COMPLIANCE WITH THE BUILDING CODE OF AUSTRALIA.
- DWELLINGS TO ACHIEVE MINIMUM AVERAGE 5 STAR ENERGY RATING.
- The information contained herein is intended to be a guide only and is subject to change at any time without notice. Changes may be made to the proposed development during the further planning and development process. The developer reserves the right to substitute approved alternative items within the specification at any time. Dimensions, fittings, finishes, specifications, ongoing costs and representations are subject to change without notice at any time. Whilst the information provided has been prepared with all reasonable care and thought, no warranty is given to the accuracy, currency or completeness of the information contained within and it is not intended to be relied upon in any way.

508-512 Doncaster Road, Doncaster 3108

SELECTION OF FITTINGS, FIXTURES & FINISHES

Common areas (entrance, foyer & Hallways)

Wall colour	Vivid white - interior flat finish
Archs/skirts/doors	Vivid white - interior satin finish
Ceiling	Vivid white - interior flat finish
Light fittings	LED Down lights
Foyer floor & wall tile	Porcelain floor & wall tiles
Hallway carpet	Select carpet

Apartment interiors

Wall colour	Vivid white - interior flat finish
Archs/skirts/doors	Vivid white - interior satin finish
Ceiling	Vivid white - interior flat finish
Light fittings	LED Down lights
Timber flooring	Select timber flooring
Carpet flooring	Select carpet
Door furniture	Brushed finished s/steel

Bedrooms

Wall colour	Vivid white - interior flat finish
Archs/skirts/doors	Vivid white - interior satin finish
Ceiling	Vivid white - interior flat finish
Light fittings	LED Down lights
Timber flooring	Select timber flooring
Carpet flooring	Select carpet
Robe doors	Vivid white - interior satin finish
Wardrobes interior	White melamine with top shelf and hanging rail

Kitchen

Benchtop	Reconstituted stone
Splashback	Select colourback glass
General Joinery	2pac white
Feature Joinery	Select timber veneer
Tapware	Brushed chrome sink mixer
Sink	Stainless steel sink
Electric oven	Stainless steel oven
Gas cooktop	4 burner S/steel gas cooktop
Rangehood	Stainless steel range hood
Dishwasher	Underbench dishwasher
Floor tiles	Porcelain floor tiles
Light fittings	LED Down lights

508-512 Doncaster Road, Doncaster 3108

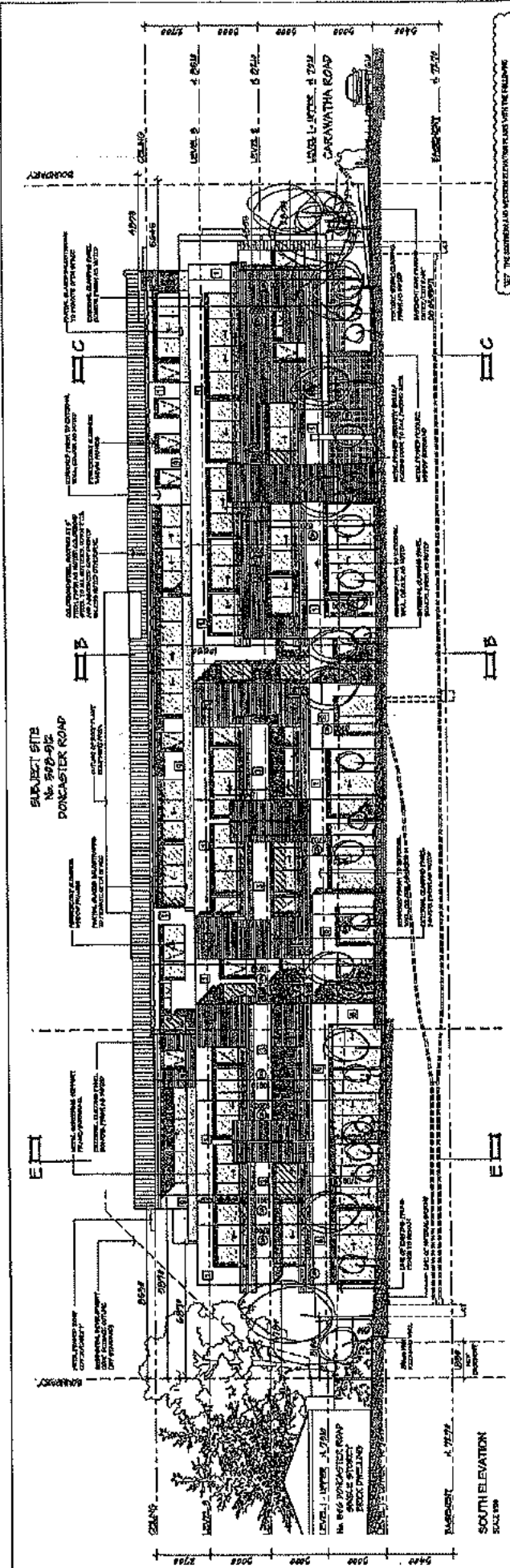
SELECTION OF FITTINGS, FIXTURES & FINISHES

Bathroom

Floor / wall tile	Porcelain floor & wall tiles
Feature tile	Feature tile to shower wall, grout to match
Benchtop / basin	Semi recessed vanity basin
Waste	Chrome waste
Joinery	Select laminate
Mirror	Semi recessed above basin
Basin spout	Chrome finish WELS 5 star rating
Shower / basin wall mixture tapware & rail	Chrome wall mixer, WELS 4 rating
Towel rail	Single towel rail chrome finish
Robe hook	Robe hook brass / chrome finish
Paper holder	Toilet roll holder chrome finish
Shower panel	Shower panel to ceiling
shower screen	Semi frameless
Floor waste	chrome finish shower outlet
Toilet suite	Vitreous
Light fittings	LED Down lights

Laundry

Bifold doors	Vinyl vivid white - interior satin finish, S/steel edge pull
Washing machine stops	Chrome washing machine stops
Mixer tapware	chrome mixer taps WELS 4 star rating
Trough	S/steel WELS 3 rating
Benchtops	Reconstituted stone
Joinery	Select laminate
Floor & splashback tiles	Porcelain floor & wall tiles



SOUTH ELEVATION
SCALE 1/8" = 1'-0"

ALL VERTICAL DIMENSIONS OF THIS ELEVATION ARE TO FINISH GRADE UNLESS OTHERWISE NOTED. ALL HORIZONTAL DIMENSIONS ARE TO FINISH GRADE UNLESS OTHERWISE NOTED.

NOTED: CO-ORDINATED ALONG TO 1974 HIGH ASSESSMENT PLANS.

THE FOLLOWING MATERIALS AND FINISHES ARE TO BE USED UNLESS OTHERWISE NOTED:

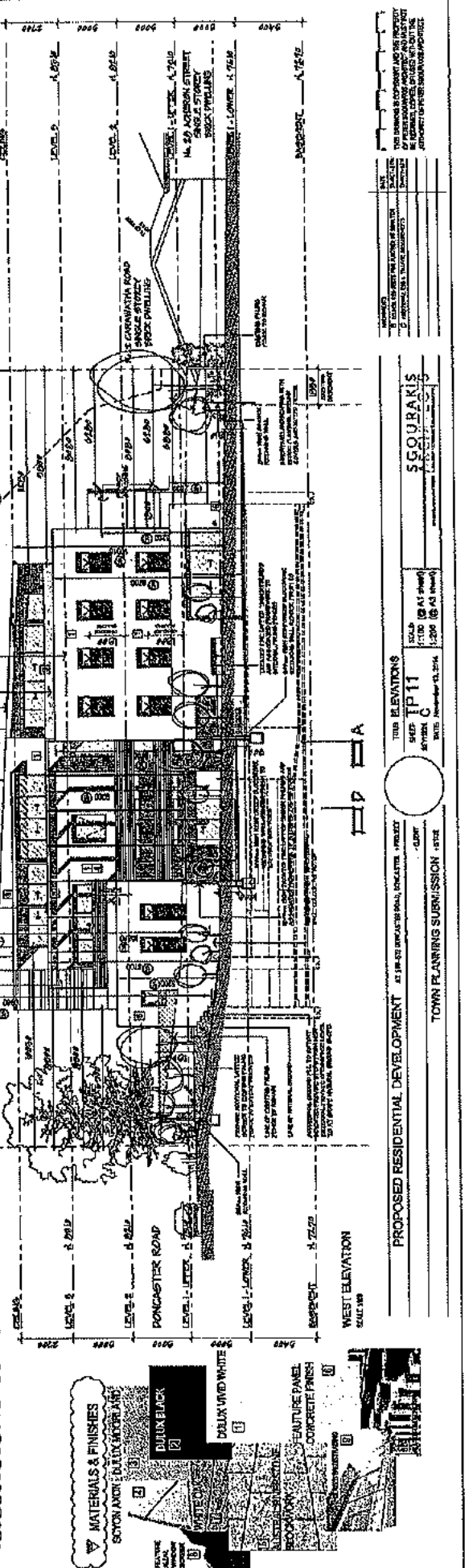
1. EXTERIOR WALLS: BRICK WITH STUCCO FINISH.
2. EXTERIOR WALLS: BRICK WITH STUCCO FINISH.
3. EXTERIOR WALLS: BRICK WITH STUCCO FINISH.
4. EXTERIOR WALLS: BRICK WITH STUCCO FINISH.
5. EXTERIOR WALLS: BRICK WITH STUCCO FINISH.

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4. EXTERIOR WALLS: BRICK WITH STUCCO FINISH.
5. EXTERIOR WALLS: BRICK WITH STUCCO FINISH.



WEST ELEVATION
SCALE 1/8" = 1'-0"

ALL VERTICAL DIMENSIONS OF THIS ELEVATION ARE TO FINISH GRADE UNLESS OTHERWISE NOTED. ALL HORIZONTAL DIMENSIONS ARE TO FINISH GRADE UNLESS OTHERWISE NOTED.

NOTED: CO-ORDINATED ALONG TO 1974 HIGH ASSESSMENT PLANS.

THE FOLLOWING MATERIALS AND FINISHES ARE TO BE USED UNLESS OTHERWISE NOTED:

1. EXTERIOR WALLS: BRICK WITH STUCCO FINISH.
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4. EXTERIOR WALLS: BRICK WITH STUCCO FINISH.
5. EXTERIOR WALLS: BRICK WITH STUCCO FINISH.

MATERIALS & FINISHES

1. EXTERIOR WALLS: BRICK WITH STUCCO FINISH.

2. EXTERIOR WALLS: BRICK WITH STUCCO FINISH.

3. EXTERIOR WALLS: BRICK WITH STUCCO FINISH.

4. EXTERIOR WALLS: BRICK WITH STUCCO FINISH.

5. EXTERIOR WALLS: BRICK WITH STUCCO FINISH.

MATERIALS & FINISHES

1. EXTERIOR WALLS: BRICK WITH STUCCO FINISH.

2. EXTERIOR WALLS: BRICK WITH STUCCO FINISH.

3. EXTERIOR WALLS: BRICK WITH STUCCO FINISH.

4. EXTERIOR WALLS: BRICK WITH STUCCO FINISH.

5. EXTERIOR WALLS: BRICK WITH STUCCO FINISH.

MATERIALS & FINISHES

1. EXTERIOR WALLS: BRICK WITH STUCCO FINISH.

2. EXTERIOR WALLS: BRICK WITH STUCCO FINISH.

3. EXTERIOR WALLS: BRICK WITH STUCCO FINISH.

4. EXTERIOR WALLS: BRICK WITH STUCCO FINISH.

5. EXTERIOR WALLS: BRICK WITH STUCCO FINISH.

MATERIALS & FINISHES

1. EXTERIOR WALLS: BRICK WITH STUCCO FINISH.

2. EXTERIOR WALLS: BRICK WITH STUCCO FINISH.

3. EXTERIOR WALLS: BRICK WITH STUCCO FINISH.

4. EXTERIOR WALLS: BRICK WITH STUCCO FINISH.

5. EXTERIOR WALLS: BRICK WITH STUCCO FINISH.

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	10/15/74
2	REVISED PER PERMIT COMMENTS	11/15/74
3	REVISED PER PERMIT COMMENTS	12/15/74

PROPOSED RESIDENTIAL DEVELOPMENT AT 188-012 PONDCASTER ROAD, BOSTON, MASSACHUSETTS

ARCHITECT: SCOURBANK

DATE: NOVEMBER 15, 1974

SCALE: 1/8" = 1'-0"

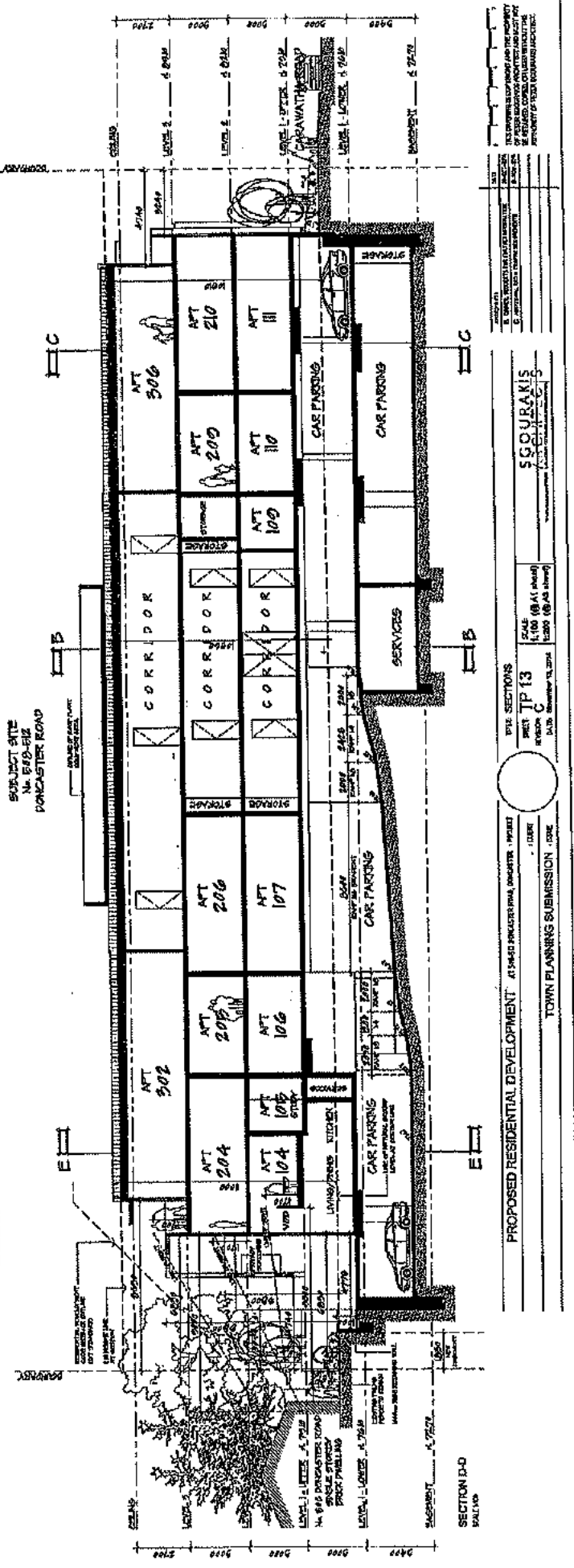
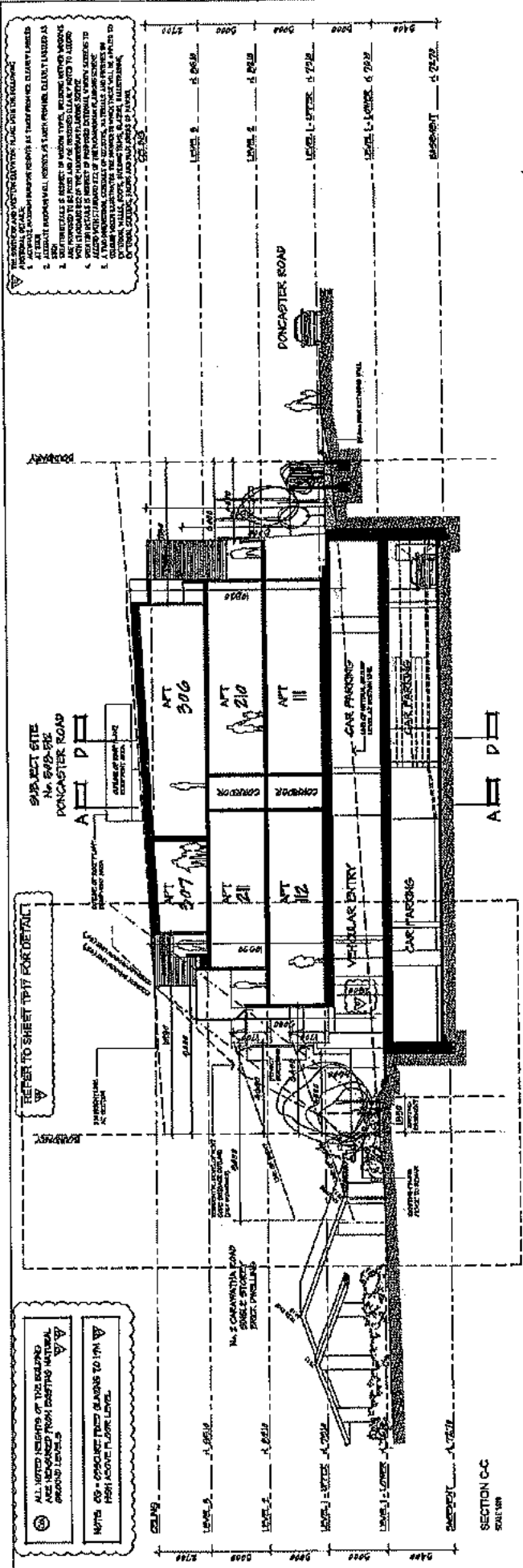
TOWN PLANNING SUBMISSION - SITE

CLIENT:

THIS ELEVATION SHEET TP11

DATE: NOVEMBER 15, 1974

SCALE: 1/8" = 1'-0"



THE SHOWN AND NOT SHOWN DETAILS ARE TO BE CONSIDERED AS FOLLOWS:

1. ALL WALLS TO BE FINISHED WITH PLASTER OR GYPSUM BOARD.
2. ALL FLOORS TO BE FINISHED WITH POLISHED CONCRETE OR TERRAZZO.
3. ALL CEILING TO BE FINISHED WITH PLASTER OR GYPSUM BOARD.
4. ALL ROOFING TO BE FINISHED WITH ASPHALT/FLY ASH CONCRETE SLAB WITH POLISHED CONCRETE OR TERRAZZO FINISH.
5. ALL MECHANICAL, ELECTRICAL, AND PLUMBING TO BE INSTALLED IN ACCORDANCE WITH THE TOWN OF PUNJAB REGULATIONS.
6. ALL UTILITIES TO BE INSTALLED IN ACCORDANCE WITH THE TOWN OF PUNJAB REGULATIONS.
7. ALL FINISHES TO BE AS SHOWN IN THE DRAWINGS.
8. ALL MATERIALS TO BE OF THE HIGHEST QUALITY AVAILABLE.
9. ALL WORK TO BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
10. ALL WORK TO BE DONE IN ACCORDANCE WITH THE TOWN OF PUNJAB REGULATIONS.

REFER TO SHEET TP14 FOR DETAIL

ALL FINISH HEIGHTS OF THE BUILDING ARE MEASURED FROM FINISHED NATURAL GROUND LEVELS.

NOTES: 1. ALL FINISHES TO BE AS SHOWN IN THE DRAWINGS.

PROPOSED RESIDENTIAL DEVELOPMENT AT 154-50 PUNCASTER ROAD, QUENBY, WEST AUCKLAND

PROJECT TP 13

SCALE 1:100 (B1, PLAN) 1:500 (B2, SECTION)

DATE: 15/08/2024

DESIGNER: S. GOURLANIS

PROJECT NO: 154-50 PUNCASTER ROAD

SECTION C-C

SECTION D-D

TOWN PLANNING SUBMISSION - DRE

100% COMPLETE

DATE: 15/08/2024

SCALE: 1:100 (B1, PLAN) 1:500 (B2, SECTION)

DESIGNER: S. GOURLANIS

PROJECT NO: 154-50 PUNCASTER ROAD

SECTION C-C

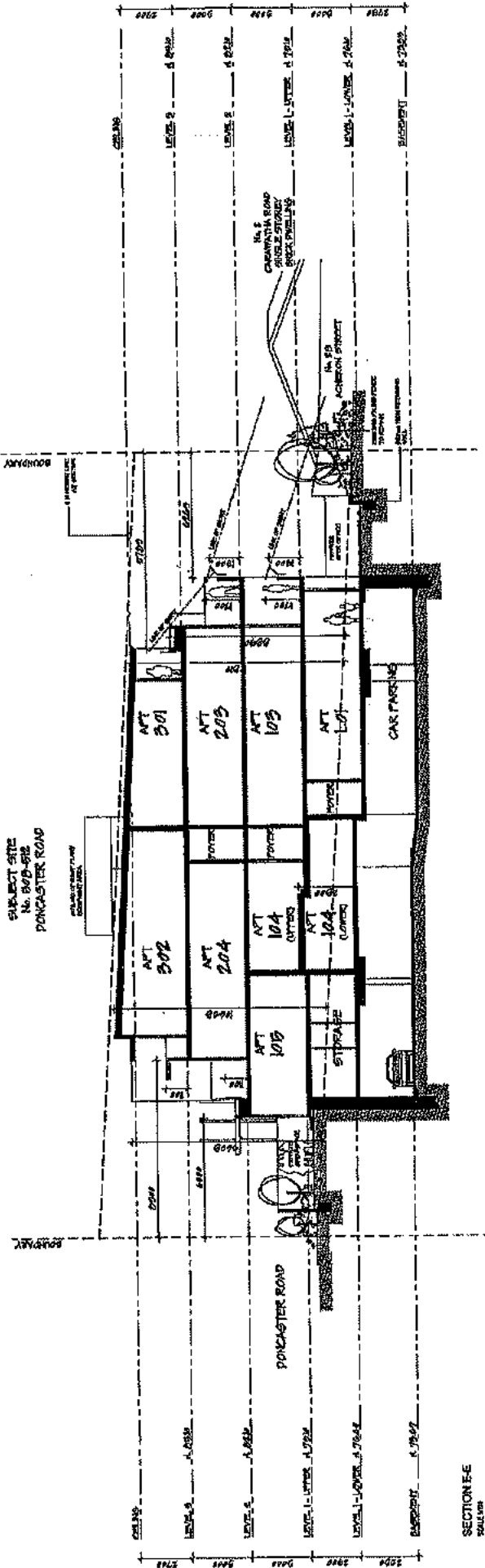
SECTION D-D

TOWN PLANNING SUBMISSION - DRE

100% COMPLETE

DATE: 15/08/2024

SUBJECT SITE
No. 849-812
PONCASTER ROAD



SECTION E-E
SCALE

ALL NOTES HEIGHTS OF THE NUMBERED AREAS ARE FROM THE FINISHED GRADE LEVELS.

NOTE: AS - APPROX. FLOOR SLABS TO LOW BY HIGH ABOVE FLOOR LEVEL.

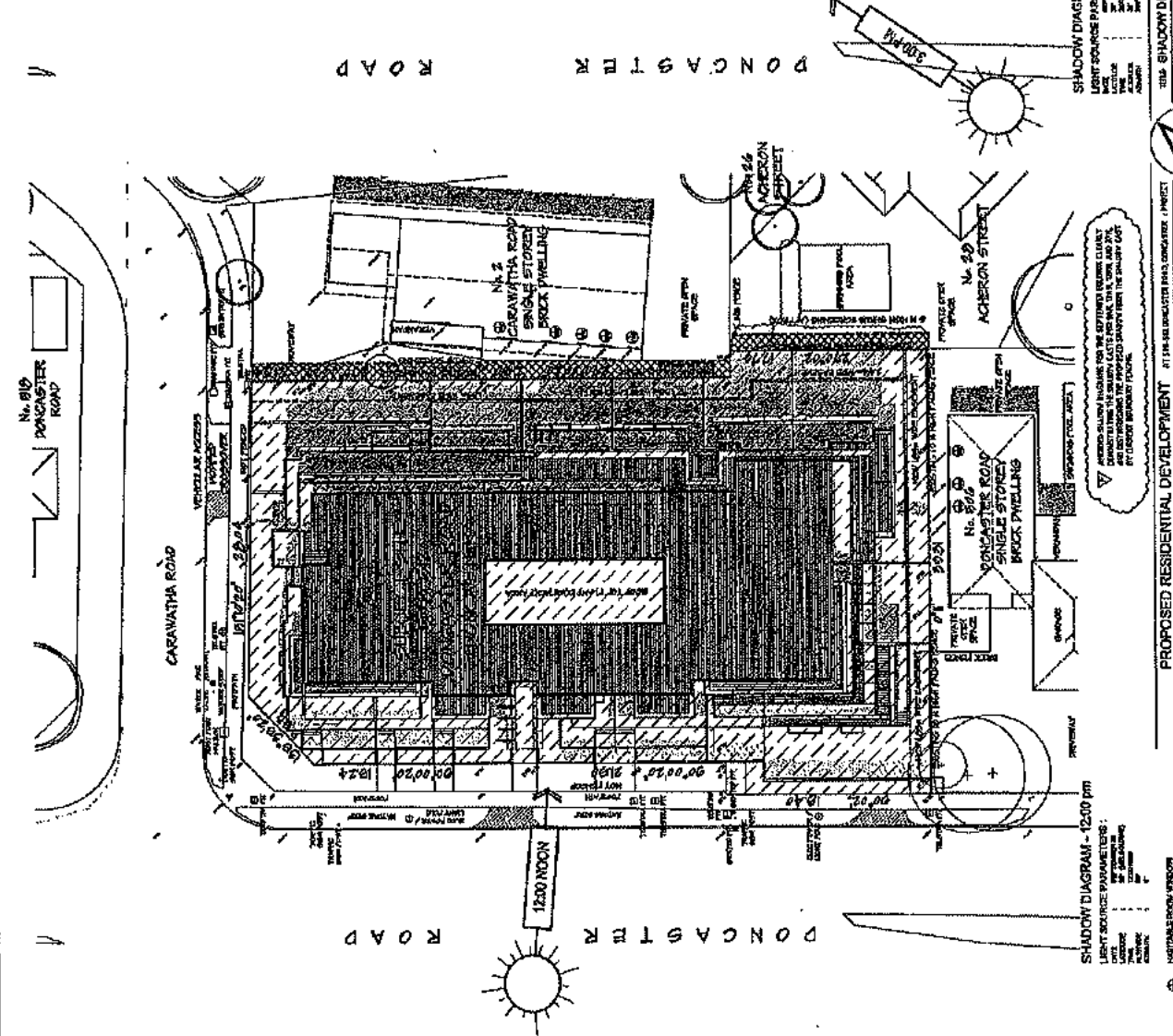
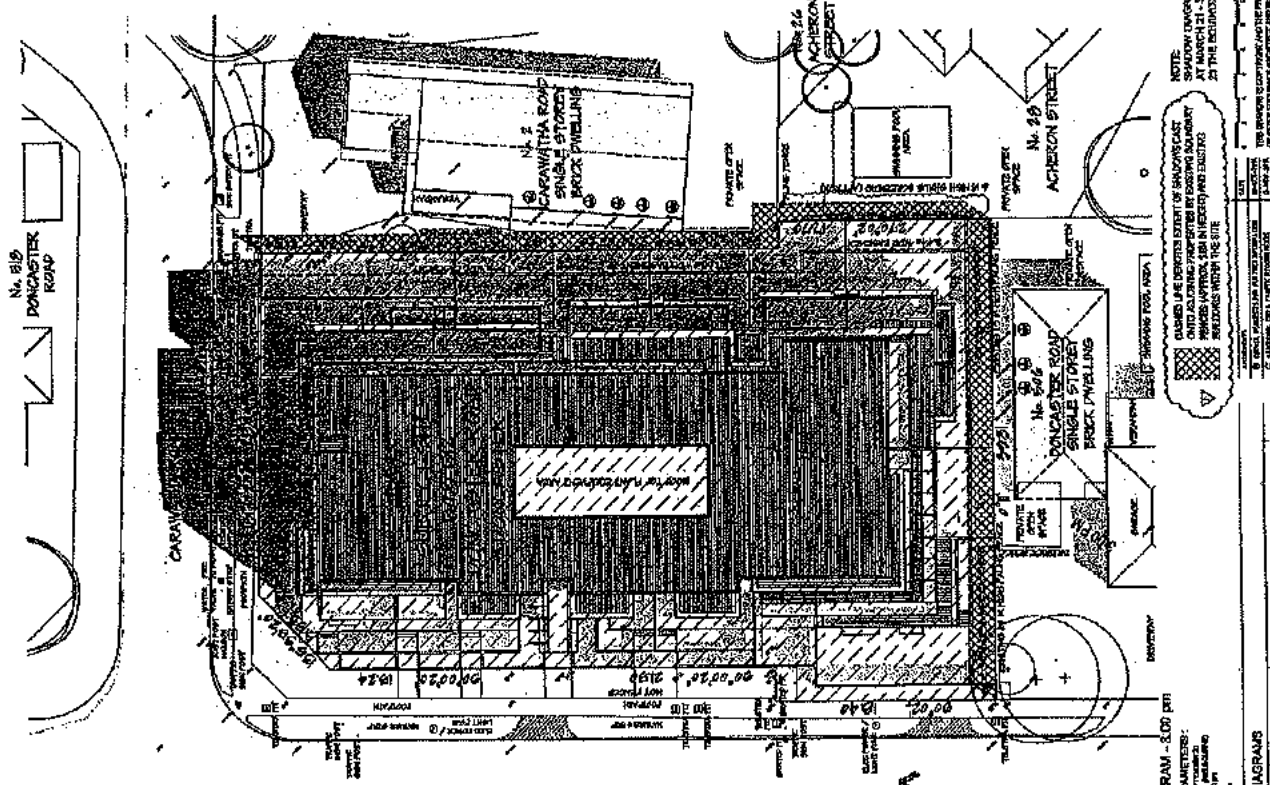
DATE	DESCRIPTION

PROJECT	PROPOSED RESIDENTIAL DEVELOPMENT AT 849-812 (849-812) PONCASTER ROAD, SAN FRANCISCO, CALIFORNIA
DATE	NOVEMBER 13, 2014
SCALE	1" = 10' (849-812) 1" = 20' (849-812)
SECTION	G
DESIGNER	SGOURAKIS ARCHITECTS

PROPOSED RESIDENTIAL DEVELOPMENT AT 849-812 (849-812) PONCASTER ROAD, SAN FRANCISCO, CALIFORNIA

TOWN PLANNING SUBMISSION ISSUE

THIS DRAWING IS THE PROPERTY OF SGOURAKIS ARCHITECTS AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF SGOURAKIS ARCHITECTS.



PROPOSED RESIDENTIAL DEVELOPMENT AT 114-116 DONCASTER ROAD, DONCASTER, VIC 3011

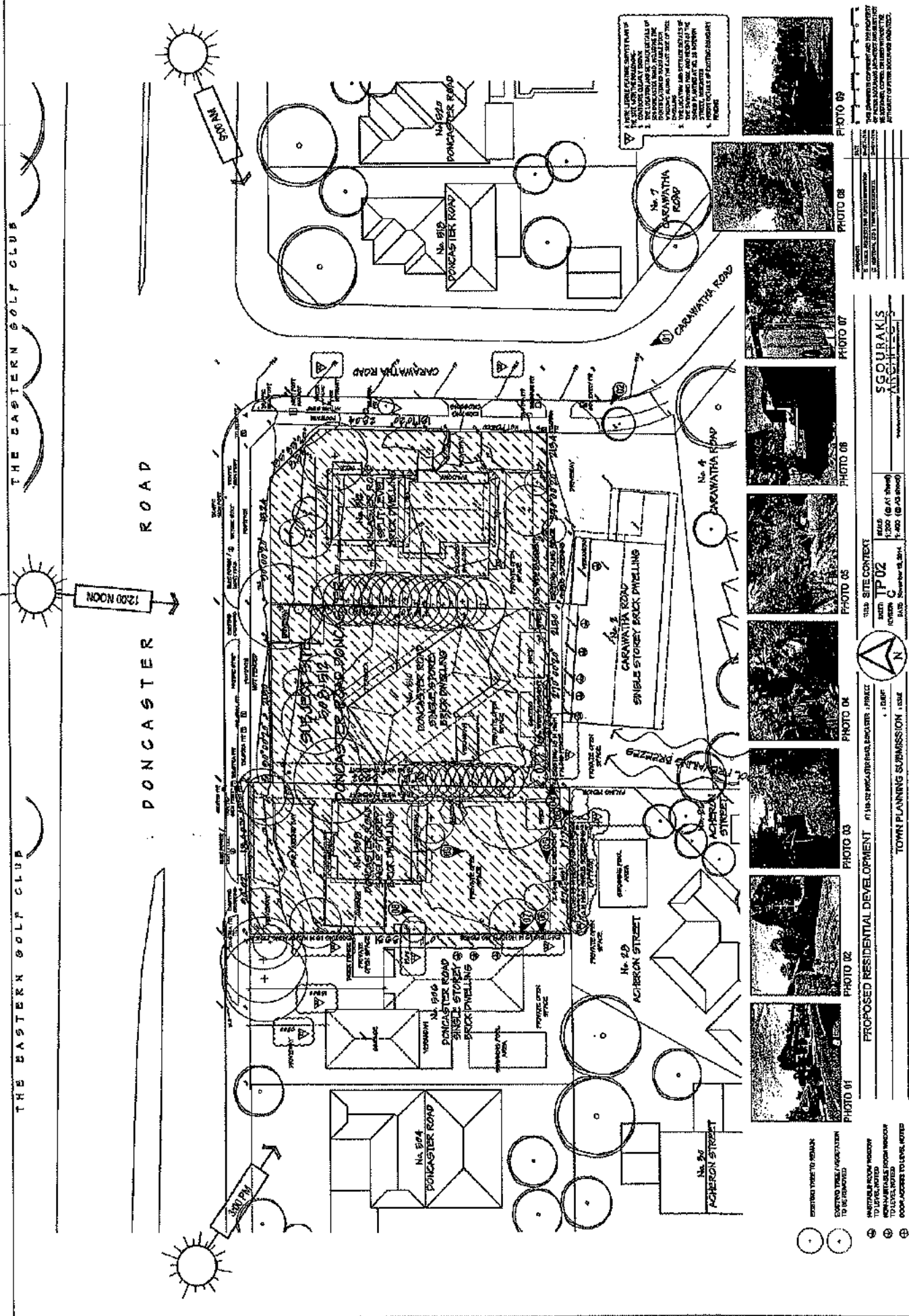
SHADOW DIAGRAM - 12:00 PM
 LIGHT SOURCE PARAMETERS:
 DATE: 21/03/11
 TIME: 12:00 PM
 SUN: 12.00
 MOON: 12.00
 WIND: 12.00
 CLOUDS: 12.00

SHADOW DIAGRAM - 3:00 PM
 LIGHT SOURCE PARAMETERS:
 DATE: 21/03/11
 TIME: 3:00 PM
 SUN: 15.00
 MOON: 15.00
 WIND: 15.00
 CLOUDS: 15.00

SGOURAKIS ARCHITECTS
 114-116 DONCASTER ROAD
 DONCASTER VIC 3011
 TEL: 03 9451 1111
 FAX: 03 9451 1112
 WWW: WWW.SGOURAKIS.COM.AU

TOWN PLANNING SUBMISSION

DATE: 21/03/11
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]



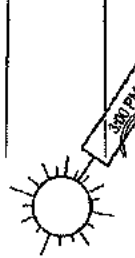
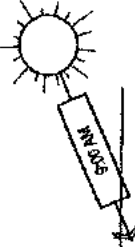
THE EASTERN GOLF CLUB

THE EASTERN GOLF CLUB

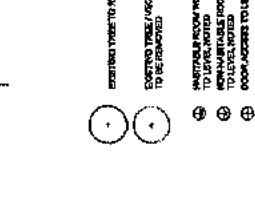
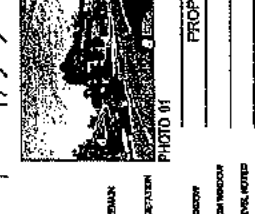
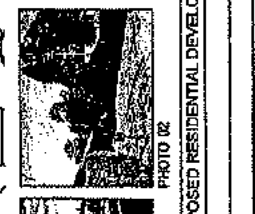
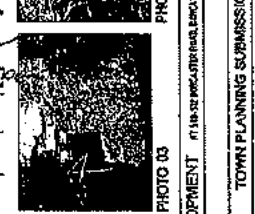
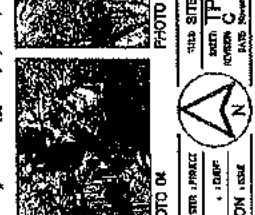
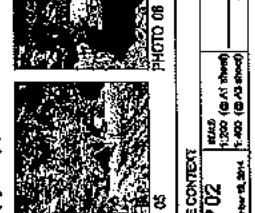
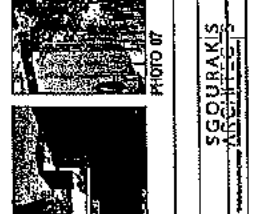
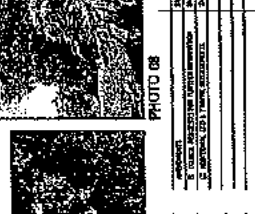
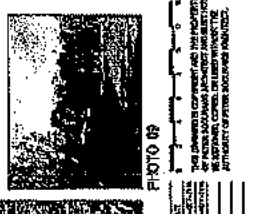
1200 NOON

ROAD

PONCASTER



1. ALL LOTS ARE TO BE PLANNED TO BE DEVELOPED WITH A MINIMUM OF 10% COVERED AREA.
 2. ALL LOTS ARE TO BE DEVELOPED WITH A MINIMUM OF 10% COVERED AREA.
 3. ALL LOTS ARE TO BE DEVELOPED WITH A MINIMUM OF 10% COVERED AREA.
 4. ALL LOTS ARE TO BE DEVELOPED WITH A MINIMUM OF 10% COVERED AREA.
 5. ALL LOTS ARE TO BE DEVELOPED WITH A MINIMUM OF 10% COVERED AREA.
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 7. ALL LOTS ARE TO BE DEVELOPED WITH A MINIMUM OF 10% COVERED AREA.
 8. ALL LOTS ARE TO BE DEVELOPED WITH A MINIMUM OF 10% COVERED AREA.
 9. ALL LOTS ARE TO BE DEVELOPED WITH A MINIMUM OF 10% COVERED AREA.
 10. ALL LOTS ARE TO BE DEVELOPED WITH A MINIMUM OF 10% COVERED AREA.



THIS DOCUMENT IS PROPERTY OF THE EASTERN GOLF CLUB AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE EASTERN GOLF CLUB.

DATE: 10/10/2011
 TIME: 10:00 AM
 DRAWN: [Name]
 CHECKED: [Name]

SCALE: 1:1000
 PROJECT: [Name]

CLIENT: [Name]

DESIGNER: [Name]

DATE: 10/10/2011

PROJECT: [Name]

SCALE: 1:1000

CLIENT: [Name]

DESIGNER: [Name]

DATE: 10/10/2011

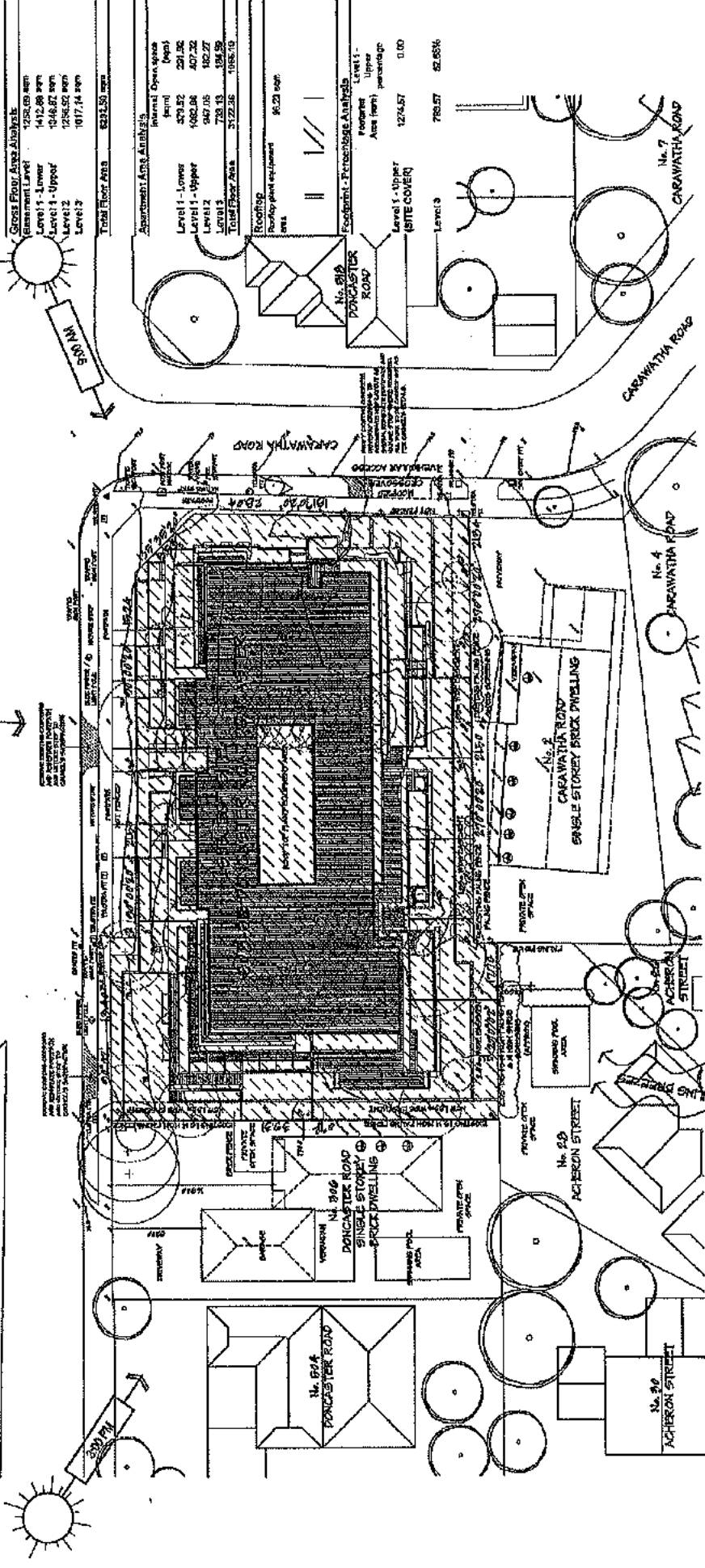
501E-512 DONCASTER ROAD, DONCASTER
 (No.)
 SITE AREA 2153.10
 SITE COVER 1274.57 59.20%
 Hard Services 1482.88 67.93%
 Surf. Surface 999.47 46.07%

THE EASTERN GOLF CLUB

THE EASTERN GOLF CLUB

Number of Apartments 41
 Total Car parking spaces (including 44 resident & 8 visitor spaces) 52 spaces
 Total bicycle spaces (including 0 resident & 8 visitor spaces) 12 spaces

DONCASTER ROAD



Gross Floor Area Analysis

Measurement Level	Area (sq m)
Level 1 - Lower	1412.88 sqm
Level 1 - Upper	1348.82 sqm
Level 2	1284.52 sqm
Level 3	1017.74 sqm
Total Floor Area	5123.96

Apartment Area Analysis

Level	Open Area (sqm)	Area (sqm)
Level 1 - Lower	473.92	201.95
Level 1 - Upper	1482.88	427.32
Level 2	940.08	100.72
Level 3	738.13	108.59
Total Floor Area	3122.98	1838.57

Roofing

Roofing plant equipment area: 96.23 sqm

Expenditure - Expenditure Analysis

Level	Area (sqm)	Percentage
Level 1 - Upper	1274.57	0.00
Level 3	780.57	62.85%

- EXISTING TREES TO REMAIN
- EXISTING TREES TO BE REMOVED
- TO BE PLANTED
- HATCHED ROOM WINDOW TO BE NOTED
- TO BE PLANTED TO MATCH EXISTING WINDOW
- ROOM ACCESS TO LEVEL NOTED

PROPOSED RESIDENTIAL DEVELOPMENT - AT 501E-512 DONCASTER ROAD, DONCASTER - PROJECT

DATE: 15/11/2014
 SHEET: TP 03
 PROJECT: 15011
 DRAWN BY: J. GOURAKIS
 CHECKED BY: J. GOURAKIS
 DATE: 15/11/2014

SGOURAKIS ARCHITECTS

THIS DESIGN RESPONSE / ROOF PLAN
 SOUTH
 15011 (B.A. sheet)
 15011 (B.A. sheet)

PROPOSED RESIDENTIAL DEVELOPMENT - AT 501E-512 DONCASTER ROAD, DONCASTER - PROJECT
 (DATE)
 TOWN PLANNING SUBMISSION - 2014

PROPOSED RESIDENTIAL DEVELOPMENT - AT 501E-512 DONCASTER ROAD, DONCASTER - PROJECT
 (DATE)
 TOWN PLANNING SUBMISSION - 2014

PROPOSED RESIDENTIAL DEVELOPMENT - AT 501E-512 DONCASTER ROAD, DONCASTER - PROJECT
 (DATE)
 TOWN PLANNING SUBMISSION - 2014

586-512 DONCASTER ROAD, DONCASTER (N4)

SITE AREA
 Site Cover 2163.10
 Road Surface 1274.37 59.23%

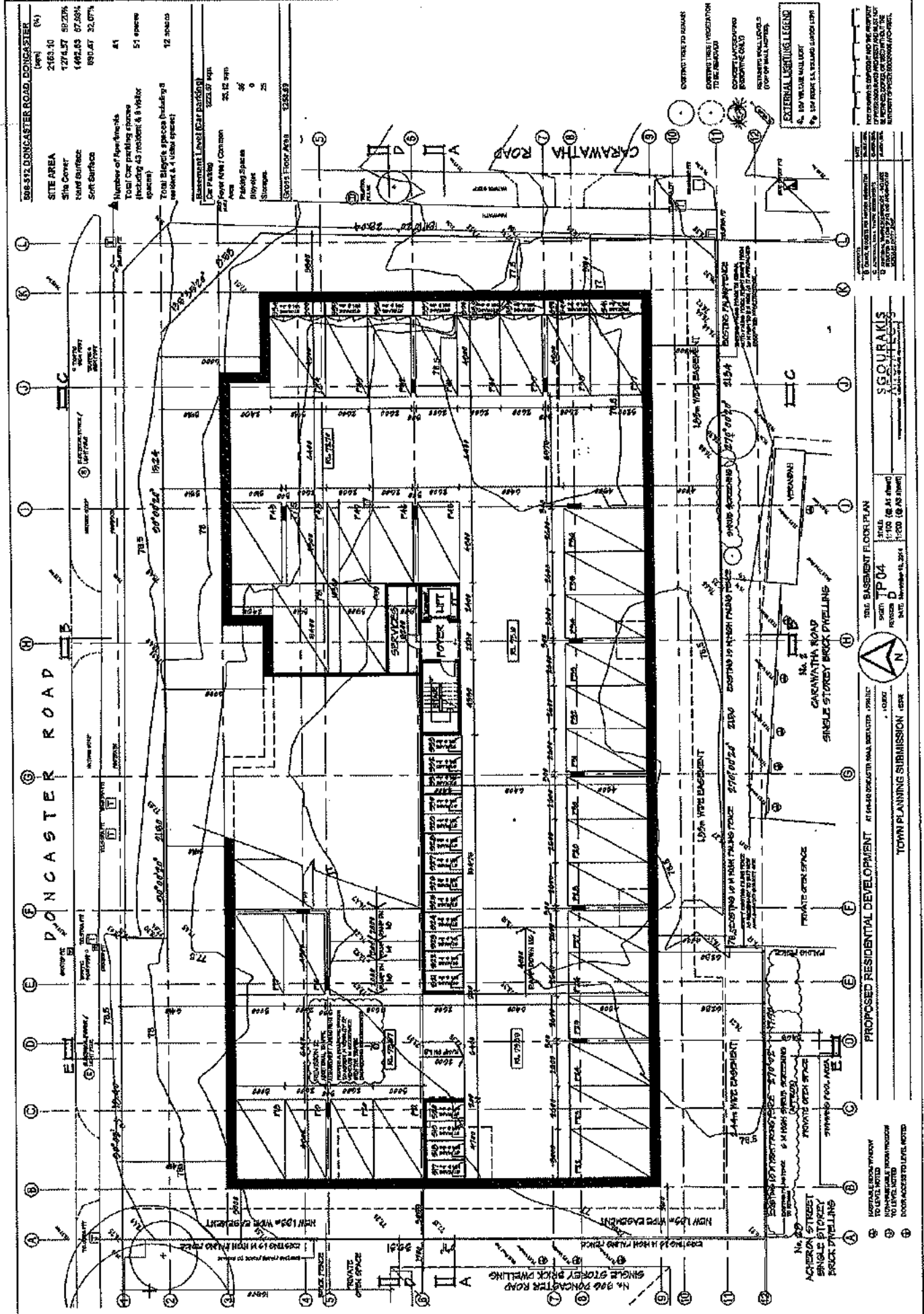
Site Surface
 Road Surface 1492.03 67.59%
 Soft Surface 891.07 32.07%

Number of Pavements
 41
 Total Car parking spaces (including 43 resident & 8 visitor spaces)
 51 spaces
 Total bicycle spaces (including 8 resident & 4 visitor spaces)
 12 spaces

Measurement Level (CAR PARKING)

Car Parking	Area	Surface
Asph	25.12	29%
Paving	0	0
Gravel	0	0
Storage	25	25

GROSS FLOOR AREA 1288.89



EXTERNAL LIGHTING LEGEND

- 1. 100 WATT WALL MOUNT
- 2. 100 WATT WALL MOUNT
- 3. 100 WATT WALL MOUNT
- 4. 100 WATT WALL MOUNT
- 5. 100 WATT WALL MOUNT
- 6. 100 WATT WALL MOUNT
- 7. 100 WATT WALL MOUNT
- 8. 100 WATT WALL MOUNT
- 9. 100 WATT WALL MOUNT
- 10. 100 WATT WALL MOUNT
- 11. 100 WATT WALL MOUNT
- 12. 100 WATT WALL MOUNT

PROPOSED RESIDENTIAL DEVELOPMENT AT 586-512 DONCASTER ROAD, DONCASTER, VIC 3011

TP 04

SCORPIONS

TOWN PLANNING SUBMISSION - CSK

DATE: 15/08/2014

SCALE: 1:100 (OR AS SHOWN)

LEGEND

- 1. 100 WATT WALL MOUNT
- 2. 100 WATT WALL MOUNT
- 3. 100 WATT WALL MOUNT
- 4. 100 WATT WALL MOUNT
- 5. 100 WATT WALL MOUNT
- 6. 100 WATT WALL MOUNT
- 7. 100 WATT WALL MOUNT
- 8. 100 WATT WALL MOUNT
- 9. 100 WATT WALL MOUNT
- 10. 100 WATT WALL MOUNT
- 11. 100 WATT WALL MOUNT
- 12. 100 WATT WALL MOUNT

PROPOSED RESIDENTIAL DEVELOPMENT AT 586-512 DONCASTER ROAD, DONCASTER, VIC 3011

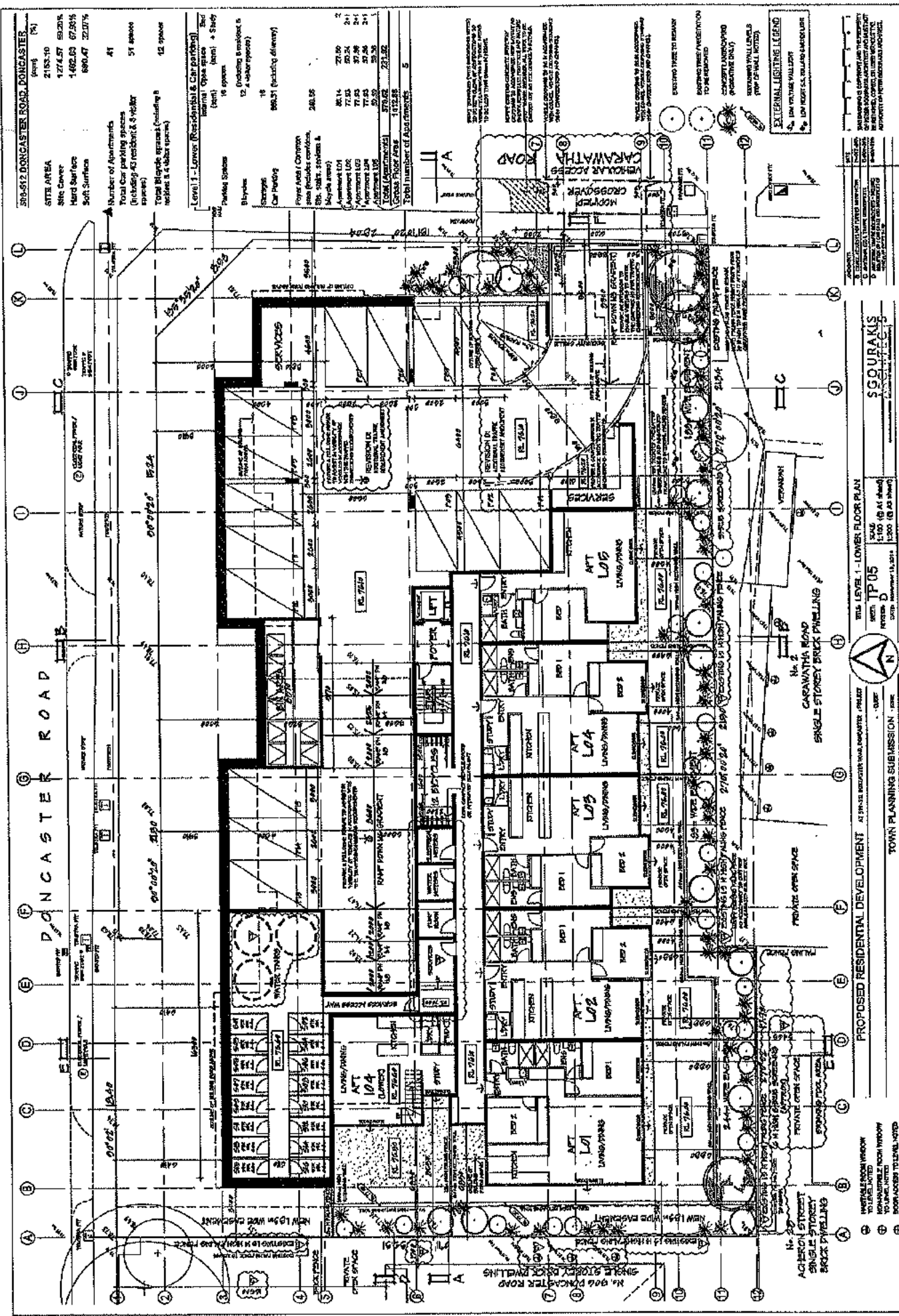
TP 04

SCORPIONS

TOWN PLANNING SUBMISSION - CSK

DATE: 15/08/2014

SCALE: 1:100 (OR AS SHOWN)



390-512 DONCASTER ROAD, DONCASTER

Site Area	2158.50	(%)
Site Cover	1274.57	59.03%
Hard Surface	1482.93	67.83%
Soft Surface	691.67	32.17%

Number of Apartments: 41
 Total Car parking spaces (including 43 resident & 8 visitor spaces): 51 spaces
 Total bicycle spaces (including 8 resident & 4 visitor spaces): 12 spaces

Level 1 - Lower (Residential & Car parking)

Internal Open Space	16 spaces
External Open Space	12 (including resident & 4 visitor spaces)
Storage	18
Car Parking	868.21 (including delivery)
Power/Misc Common Area (includes corridors, lift shafts, stairs & bicycle area)	268.95
Apartment L01	88.14
Apartment L02	88.14
Apartment L03	77.53
Apartment L04	77.53
Apartment L05	77.53
Apartment L06	77.53
Apartment L07	77.53
Apartment L08	77.53
Apartment L09	77.53
Apartment L10	77.53
Apartment L11	77.53
Apartment L12	77.53
Apartment L13	77.53
Apartment L14	77.53
Apartment L15	77.53
Apartment L16	77.53
Apartment L17	77.53
Apartment L18	77.53
Apartment L19	77.53
Apartment L20	77.53
Apartment L21	77.53
Apartment L22	77.53
Apartment L23	77.53
Apartment L24	77.53
Apartment L25	77.53
Apartment L26	77.53
Apartment L27	77.53
Apartment L28	77.53
Apartment L29	77.53
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Apartment L38	77.53
Apartment L39	77.53
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Apartment L41	77.53
Apartment L42	77.53
Apartment L43	77.53
Apartment L44	77.53
Apartment L45	77.53
Apartment L46	77.53
Apartment L47	77.53
Apartment L48	77.53
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Apartment L50	77.53
Apartment L51	77.53
Apartment L52	77.53
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Apartment L54	77.53
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Apartment L56	77.53
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Apartment L60	77.53
Apartment L61	77.53
Apartment L62	77.53
Apartment L63	77.53
Apartment L64	77.53
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Apartment L80	77.53
Apartment L81	77.53
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Apartment L92	77.53
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Apartment L95	77.53
Apartment L96	77.53
Apartment L97	77.53
Apartment L98	77.53
Apartment L99	77.53
Apartment L100	77.53

PROPOSED RESIDENTIAL DEVELOPMENT
 AT 390-512 DONCASTER ROAD, DONCASTER - PHASE 1
 SHEET: TP 05
 PART: B
 DATE: November 14, 2014
 SCALE: 1:100 (B at sheet), 1:500 (B at sheet)

EXTERNAL LIGHTING LEGEND

- 1. 100V WALL MOUNTED
- 2. 100V WALL MOUNTED
- 3. 100V WALL MOUNTED
- 4. 100V WALL MOUNTED
- 5. 100V WALL MOUNTED
- 6. 100V WALL MOUNTED
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- 32. 100V WALL MOUNTED
- 33. 100V WALL MOUNTED
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- 36. 100V WALL MOUNTED
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PROPOSED RESIDENTIAL DEVELOPMENT
 AT 390-512 DONCASTER ROAD, DONCASTER - PHASE 1
 SHEET: TP 05
 PART: B
 DATE: November 14, 2014
 SCALE: 1:100 (B at sheet), 1:500 (B at sheet)

PROPOSED RESIDENTIAL DEVELOPMENT
 AT 390-512 DONCASTER ROAD, DONCASTER - PHASE 1
 SHEET: TP 05
 PART: B
 DATE: November 14, 2014
 SCALE: 1:100 (B at sheet), 1:500 (B at sheet)

PROPOSED RESIDENTIAL DEVELOPMENT
 AT 390-512 DONCASTER ROAD, DONCASTER - PHASE 1
 SHEET: TP 05
 PART: B
 DATE: November 14, 2014
 SCALE: 1:100 (B at sheet), 1:500 (B at sheet)

PROPOSED RESIDENTIAL DEVELOPMENT
 AT 390-512 DONCASTER ROAD, DONCASTER - PHASE 1
 SHEET: TP 05
 PART: B
 DATE: November 14, 2014
 SCALE: 1:100 (B at sheet), 1:500 (B at sheet)

SUBSET DONCASTER ROAD, DONCASTER

SITE AREA
 485 Cover
 1747.67 92.21%
 1462.65 67.25%
 586.47 32.07%

Number of Apartments
 41
 82 (Phase 2)
 12 (Phase 3)

Total Car parking spaces
 (including all resident & 0 visitor spaces)
 41
 82 (Phase 2)
 12 (Phase 3)

Total Bicycle spaces (including 6 resident & 1 visitor space)
 41
 82 (Phase 2)
 12 (Phase 3)

Level 1 - Upper (Residential Apartments)

Apartment No.	Area (sqm)	Open Space (sqm)	Bed Room	Study
Apartment 91	79.28	10.55	24	2
Apartment 92	72.55	10.55	24	2
Apartment 93	72.55	10.55	24	2
Apartment 94 (TOTAL)	72.55	10.55	24	2
Apartment 95 (Phase 2)	72.55	10.55	24	2
Apartment 96 (Phase 2)	72.55	10.55	24	2
Apartment 97 (Phase 2)	72.55	10.55	24	2
Apartment 98	72.55	10.55	24	2
Apartment 99	72.55	10.55	24	2
Apartment 100	72.55	10.55	24	2
Apartment 101	72.55	10.55	24	2
Apartment 102	72.55	10.55	24	2
Apartment 103	72.55	10.55	24	2
Apartment 104	72.55	10.55	24	2
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Apartment 194	72.55	10.55	24	2
Apartment 195	72.55	10.55	24	2
Apartment 196	72.55	10.55	24	2
Apartment 197	72.55	10.55	24	2
Apartment 198	72.55	10.55	24	2
Apartment 199	72.55	10.55	24	2
Apartment 200	72.55	10.55	24	2

Phase Area / Common Area
 222, 838m² Common Area
 105.02

Total (Apartment)
 1052.55 407.32

Grand Total
 1344.57

Total Number of Apartments
 15

Notes:
 1. ALL LEVELS SHALL BE FINISHED TO THE FINISHED FLOOR LEVEL UNLESS OTHERWISE SPECIFIED.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
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EXTERNAL LIGHTING LEGEND
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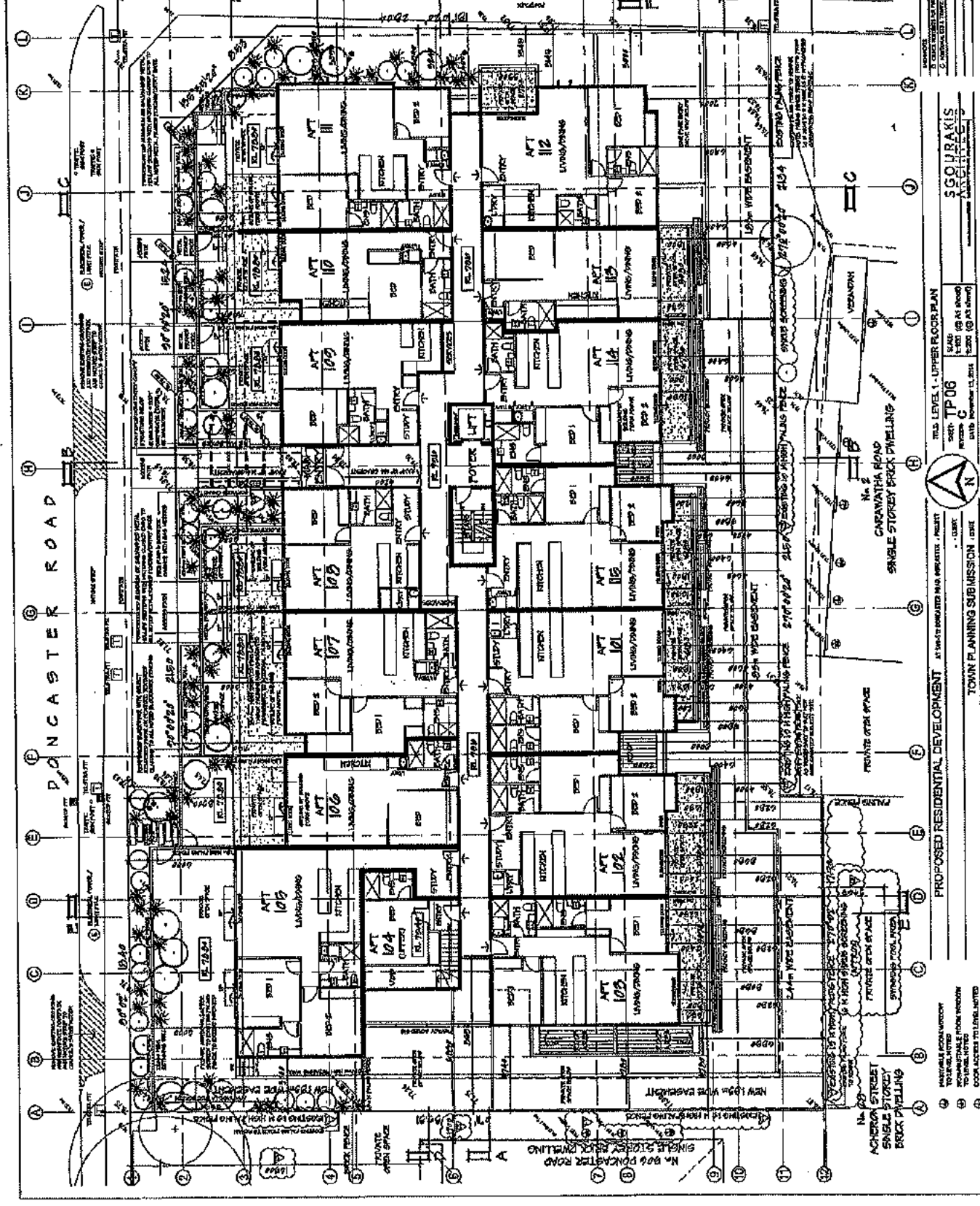
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PROPOSED RESIDENTIAL DEVELOPMENT
 150 DONCASTER ROAD
 DONCASTER VIC 3011

TP 06
 1:500 (AS SHOWN)
 1:500 (AS SHOWN)
 1:500 (AS SHOWN)

SCOURAKIS
 ARCHITECTS
 1/100 DONCASTER ROAD
 DONCASTER VIC 3011

PROPOSED RESIDENTIAL DEVELOPMENT
 150 DONCASTER ROAD
 DONCASTER VIC 3011

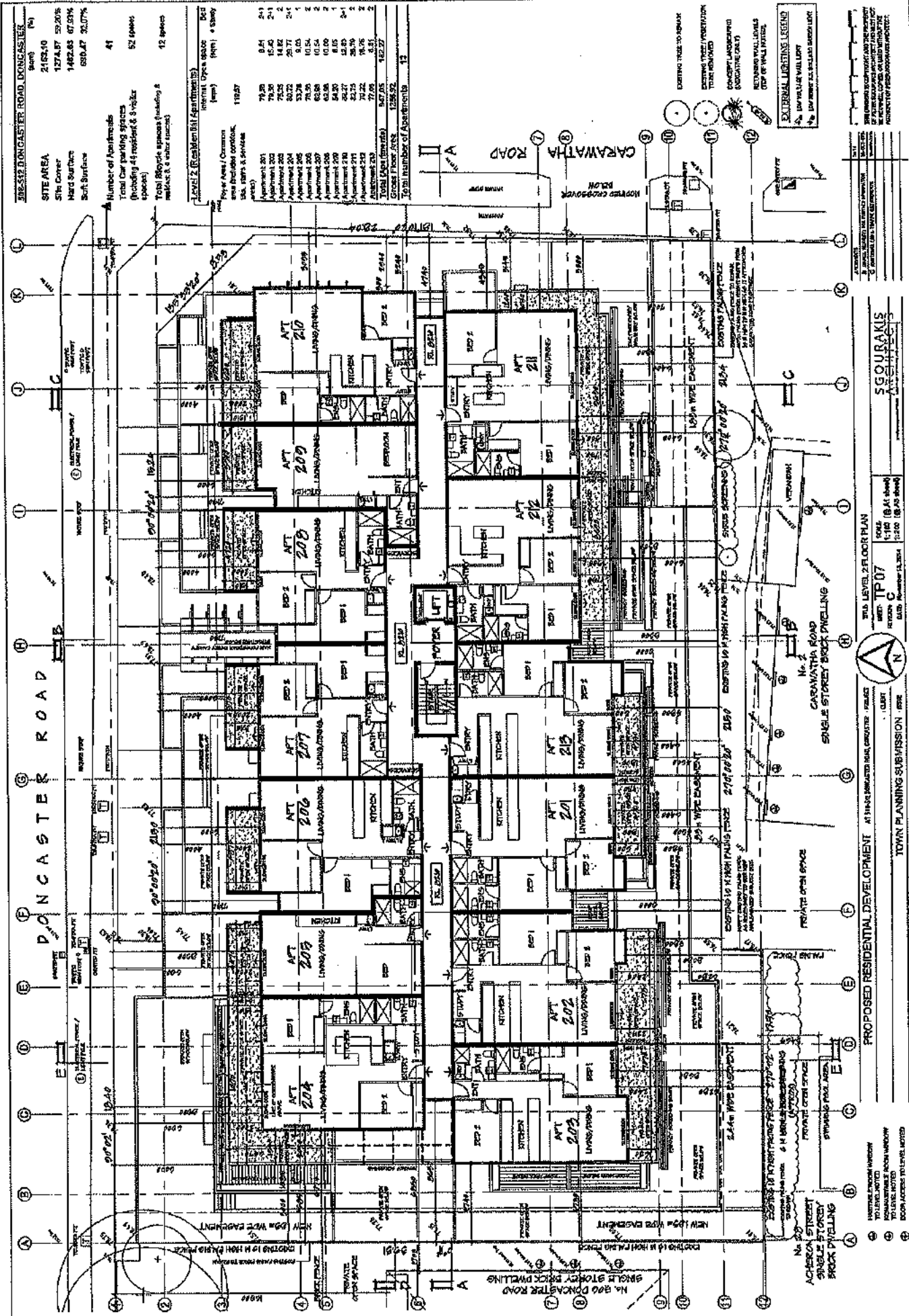
TP 06
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SCOURAKIS
 ARCHITECTS
 1/100 DONCASTER ROAD
 DONCASTER VIC 3011

PROPOSED RESIDENTIAL DEVELOPMENT
 150 DONCASTER ROAD
 DONCASTER VIC 3011

TP 06
 1:500 (AS SHOWN)
 1:500 (AS SHOWN)
 1:500 (AS SHOWN)

SCOURAKIS
 ARCHITECTS
 1/100 DONCASTER ROAD
 DONCASTER VIC 3011



108-519 DONCASTER ROAD, DONCASTER (cont)

SITE AREA
 2165.10
 127.67 59.20%

Hard Surface
 1462.65 67.57%

Soft Surface
 692.47 32.07%

Number of Apartments
 41

Total Car parking spaces
 (including 44 resident & 8 visitor spaces)
 52 spaces

Total Bicycle spaces (including 8 resident & 4 visitor spaces)
 12 spaces

TABLE 2 (Continued) (Apartments)

Apartment No.	Area (sqm)	Internal Open Space (sqm)	Bed	Bath	Study
11827					
Apartment 201	79.20	15.43	2-1		2-1
Apartment 202	79.55	14.82	2		2
Apartment 204	80.72	20.71	2-1		2-1
Apartment 205	53.78	9.03	1		1
Apartment 206	70.35	10.54	2		2
Apartment 207	63.88	10.54	1		1
Apartment 208	64.90	8.05	2-1		2
Apartment 209	62.27	12.83	2-1		2-1
Apartment 210	62.27	20.75	2-1		2-1
Apartment 211	71.22	18.76	2		2
Apartment 212	77.05	8.51	2		2
Total Open (sqm)	547.05	128.52			
Gross Floor Area	1288.92				
Total number of Apartments	12				

108-519 DONCASTER ROAD, DONCASTER (cont)

Notes:

1. ALL WALLS TO BE CONCRETE.
2. ALL DOORS TO BE ALUMINUM.
3. ALL WINDOWS TO BE ALUMINUM.
4. ALL FLOORS TO BE POLISHED CONCRETE.
5. ALL CEILING TO BE GYPSONUM BOARD.
6. ALL ROOF TO BE CORRUGATED GALVANIZED IRON.
7. ALL EXTERIOR WALLS TO BE BRICK.
8. ALL EXTERIOR ROOFING TO BE COLORBOND GALVANIZED IRON.
9. ALL EXTERIOR LIGHTING TO BE LED.
10. ALL EXTERIOR PAINTING TO BE WHITE.
11. ALL EXTERIOR FURNITURE TO BE ALUMINUM.
12. ALL EXTERIOR PLANTING TO BE SUITABLE TO CLIMATE.

PROPOSED RESIDENTIAL DEVELOPMENT AT 108-519 DONCASTER ROAD, DONCASTER - PLAN C

3RD LEVEL FLOOR PLAN

SCALE: 1:100 (B AT SHEET), 1:500 (C AT SHEET)

DATE: November 13, 2014

DESIGNER: S.GOURAKIS

TOWN PLANNING SUBMISSION - PER

LEGEND:

- 1. EXTERIOR WINDOW/DOOR
- 2. TOILET/WC
- 3. KITCHEN/BREAKFAST ROOM WINDOW
- 4. DOOR ACCESS TO LEVEL BELOW

EXTERIOR LIGHTING LEGEND:

- 1. 4m WALL MOUNTED WALL LIGHT
- 2. 4m WALL MOUNTED DOWN LIGHT

EXTERIOR FURNITURE LEGEND:

- 1. 4m WALL MOUNTED WALL LIGHT
- 2. 4m WALL MOUNTED DOWN LIGHT

808-512 DUNCASTER ROAD, DUNCASTER

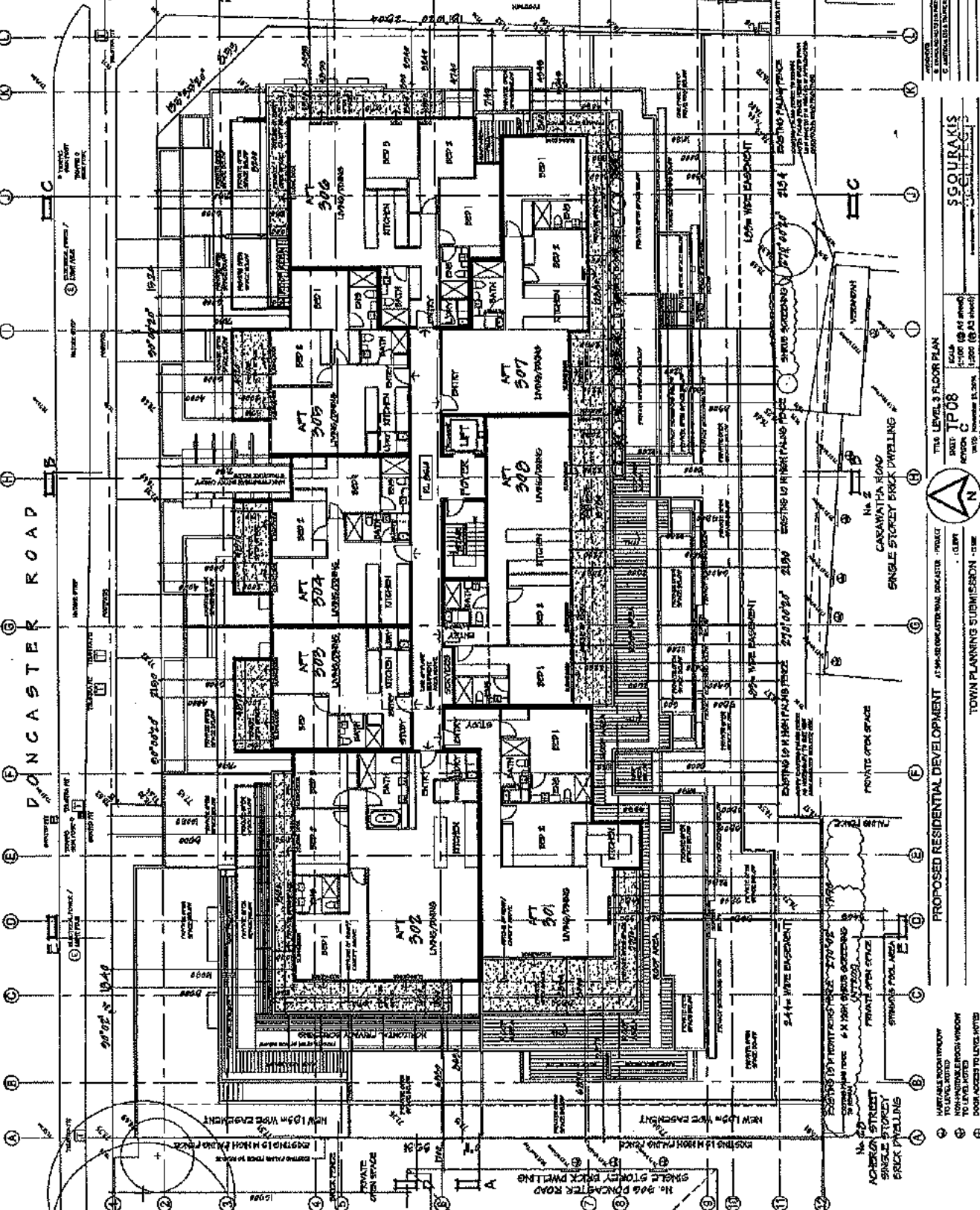
SITE AREA	2163.10	(sqm)	(ft ²)
Site Cover	1274.17	59.29%	
Hard Surface	1492.53	69.25%	
Soft Surface	693.47	32.07%	

Number of Apartments: 41

Total Car parking spaces (including all residents & visitor spaces): 92 spaces

Total Bicycle spaces (including all residents & visitor spaces): 12 spaces

Level 3 (Residential Apartments)	Level	Open space (sqm)	Study (sqm)
Apartment 201	34.15	24.4	
Apartment 202	31.36	3	
Apartment 203	74.35	14	
Apartment 204	71.95	14	
Apartment 205	10.00		
Apartment 206	13.95	2	
Apartment 207	24.77	2	
Apartment 208	26.74	2	
Apartment 209	34.25	2	
Apartment 210	25.07	2	
Total (Apartments)	233.13	182.88	
Gross Floor Area	1017.14		
Total number of Apartments	41		



PROPOSED RESIDENTIAL DEVELOPMENT AT 808-512 DUNCASTER ROAD, DUNCASTER

PROJECT: (CLB) TOWN PLANNING SUBMISSION

SCALE: 1:100 (AS SHOWN)

DATE: 12/2008

PROJECT NO: 12/08-01

CLIENT: SGOURAKIS

ARCHITECT: SGOURAKIS

ENGINEER: SGOURAKIS

LANDSCAPE ARCHITECT: SGOURAKIS

THIS LEVEL'S FLOOR PLAN
 SHEET TP08
 SECTION C

NO. 2
 CARAWATHA ROAD
 SINGLE STOREY BRICK DWELLING

NO. 308 DUNCASTER ROAD
 SINGLE STOREY BRICK DWELLING

NO. 306 DUNCASTER ROAD
 SINGLE STOREY BRICK DWELLING

NO. 304 DUNCASTER ROAD
 SINGLE STOREY BRICK DWELLING

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 SINGLE STOREY BRICK DWELLING

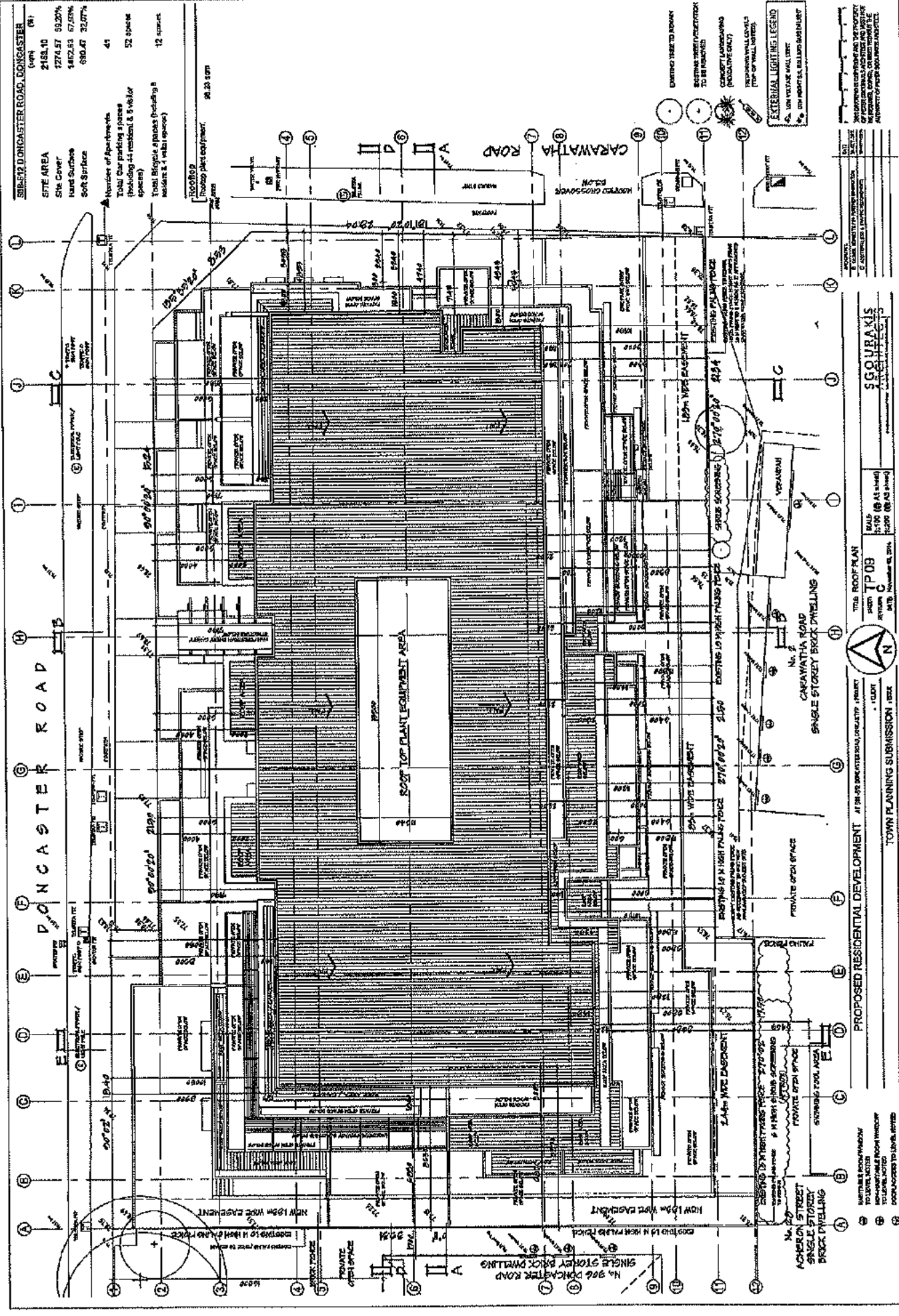
NO. 306 DUNCASTER ROAD
 SINGLE STOREY BRICK DWELLING

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NO. 309 DUNCASTER ROAD
 SINGLE STOREY BRICK DWELLING

NO. 310 DUNCASTER ROAD
 SINGLE STOREY BRICK DWELLING



SUB-512 DONCASTER ROAD, DONCASTER

(M)	2183.10
(N)	1274.57 59.20%
(O)	1462.83 67.55%
(P)	690.47 32.07%

SITE AREA

Site Cover

Hard Surface

Soft Surface

Number of Apartments

41

Total Car parking spaces (including 44 resident & 6 visitor spaces)

52 spaces

Total Bicycle spaces (including 8 resident & 1 visitor space)

12 spaces

Proposed plant equipment

90.25 sqm

EXTERNAL LIGHTING LEGEND

1. ON VEHICLE WALL LITE

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PROPOSED RESIDENTIAL DEVELOPMENT

AT 512 DONCASTER ROAD, DONCASTER

PLAN

TP 08

REVISED

DATE: 15/10/2010

BY: [Signature]

FOR: [Signature]

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TOWN PLANNING SUBMISSION

DATE: 15/10/2010

BY: [Signature]

FOR: [Signature]

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Annexure C – Proposed Owners Corporation Rules

MODEL RULES FOR AN OWNERS CORPORATION

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

- (1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to—
 - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

2 Management and administration

2.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Subrule (2) does not apply if the concession or rebate—
 - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

3 Use of common property

3.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (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 any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

3.2 Vehicles and parking on common property

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

- (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 other than a parking area situated on common property specified for that purpose by the owners corporation.

3.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

4 Lots

4.1 Change of use of lots

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

Example

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

5 Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

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

5.2 Noise and other nuisance control

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

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

6 Dispute resolution

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

(2) The party making the complaint must prepare a written statement in the approved form.

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

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

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

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

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

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

Annexure C – Proposed Owners Corporation Rules

Section 32 Vendor's Statement

Property: Apartment

508-512 Doncaster Road, Doncaster 3108

Ref FX:JLB:558566

Doc ID 292056303/v3

Level 26, 550 Collins Street, Melbourne VIC 3000 Australia
PO Box 3, Collins Street West VIC 8007 Australia
DX 564 Melbourne

Telephone +61 3 8644 3500
Facsimile 1300 365 323 (Australia) +61 3 9034 3257 (International)
hwlebsworth.com.au

Annexure D - Vendor's Statement

**VENDOR'S STATEMENT PURSUANT TO SECTION 32
OF THE SALE OF LAND ACT 1962**

PROPERTY: Apartment , 508 - 512 Doncaster Road, Doncaster 3108

1. FINANCIAL MATTERS

- 1.1 Rates, Taxes, Charges or Other Similar Outgoings affecting the land and any interest payable, are as follows:
- (a) Are contained in the attached certificates.
 - (b) Amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge of, are as follows:
 - (i) The purchaser will be liable for municipal, water, sewerage and drainage rates and charges from the date of settlement.
 - (ii) The purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.
- 1.2 Charges (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, are as follows: Except as disclosed, none to the best of the Vendor's knowledge.
- 1.3 Mortgages (whether registered or unregistered) over the land, which will not to be discharged before the purchaser becomes entitled to possession or to the receipt of rents and profits, are as follows: Nil.
- 1.4 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, particulars are as follows: Not applicable.

2. INSURANCE

- 2.1 Damage and Destruction - if the contract does not provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or to the receipt of rents and profits, particulars of any policy of insurance maintained by the vendor in respect of any damage to or destruction of the land are as follows: if applicable, as attached.
- 2.2 Owner-Builder - if there is a residence on the land which was constructed within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence, particulars of any required insurance under that Act applying to the residence are as follows: Not applicable.

3. LAND USE

- 3.1 Easements, Covenants or Other Similar Restrictions affecting the land (whether registered or unregistered):
- (a) Are as set out in the attached copies of title documents otherwise none known to the vendor.
 - (b) To the best of the vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction.

- 3.2 Designated Bushfire Prone Area - the property is not in a bushfire prone area within the meaning of regulations made under the Building Act 1993.
- 3.3 Road Access - there is access to the property by road.
- 3.4 Planning Scheme - information concerning the planning scheme is contained in the attached certificate.

4. NOTICES

- 4.1 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 particulars are contained in the attached certificate/s and or statement/s.
- 4.2 Livestock Disease or Contamination by Agricultural Chemicals - particulars of any 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 are as follows: contained in the attached certificate/s and or statement/s
- 4.3 Compulsory Acquisition - particulars of any notice of intention to acquire served under section 6 of the Land Acquisition and Compensation Act 1986 are as follows: contained in the attached certificate/s and or statement/s

5. BUILDING PERMITS

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

6. OWNERS CORPORATION

- 7. The land is not affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006*. However, the land will be affected by one or more Owners Corporation following the registration of the Plan.

8. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

The land is not affected by the GAIC. There is no work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*), certificate or notice relating to the GAIC applicable to the land.

9. NON-CONNECTED SERVICES

The following services are **not** connected to the land:

Nil.

The Purchaser should check with the appropriate Authority as to the availability of and as to the cost of connecting any Services not connected to the Property. The costs of making available and of connecting or reconnecting any Services are to be borne by the Purchaser.

10. TITLE

Attached is a copy of the Register Search Statement and the document, or part of the document, referred to as a diagram location in the Register Search Statement that identifies the land and its location.

11. SUBDIVISION

11.1 Unregistered Subdivision

Attached is a copy of the latest version of the plan as the plan of subdivision has not yet been certified.

11.2 Staged Subdivision

Not applicable.

11.3 Further Plan of Subdivision

Not applicable.

12. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

There is no certificate relating to Energy Efficiency Information applicable.

13. DUE DILIGENCE CHECKLIST

The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must ensure that a prescribed due diligence checklist is made available to any prospective purchasers from the time the land is offered for sale where that land 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's statement but may be attached as a matter of convenience.

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

Date of this Statement:

Signature of the vendor:
Seng Khoon Lee

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

Date of this Acknowledgment:

Signature/s of the purchaser:

Name/s of the purchaser:

PLAN OF SUBDIVISION		EDITION 1	PS742418Y
LOCATION OF LAND PARISH: BULLEEN TOWNSHIP: PART OF UNWINS CROWN SPECIAL SURVEY SECTION: --- CROWN ALLOTMENT: --- CROWN PORTION: --- TITLE REFERENCE: Vol. 8658 Fol. 541, Vol. 8356 Fol. 633 & Vol. 8565 Fol. 151 LAST PLAN REFERENCE: Lot 1 on LP 74030 & Lots 1 & 2 on LP 43090 POSTAL ADDRESS: 508 - 512 Doncaster Road (at time of subdivision) Doncaster VIC 3108 MGA CO-ORDINATES: E: ??? ZONE: 55 (of approx centre of land in plan) N: ??? GDA 84		COUNCIL NAME: MANNINGHAM CITY COUNCIL	
VESTING OF ROADS AND/OR RESERVES		NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON	Boundaries shown by thick continuous lines are Location of boundaries defined by buildings - Interior Face:- All Floors, Ceilings and any other boundaries shown Marked 'I' Median :- All other Boundaries Carpark Spaces and Stores In, the Ground and Basement Levels are limited to 2m above the topside of the concrete floor defining their lower boundary. Upper boundaries of uncovered balconies shown thus ---- are limited to the production of the interior face of the ceiling defining the upper boundary of the relevant lot. All internal columns, service ducts, pipe shafts and cable ducts within the building are deemed to be part of Common Property 1. The position of these columns, service ducts, pipe shafts and cable ducts have not always been shown on the diagrams contained herein. Other Purpose of Plan: Variation of easement E-1 on LP74030 and E-1 on LP 43090. Grounds for Variation: By directive in Planning Permit No.....	
Nil	Nil		
NOTATIONS			
DEPTH LIMITATION: Does not apply			
SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No. This survey has been connected to permanent marks No(s). In Proclaimed Survey Area No.			
<div style="border: 1px solid black; padding: 5px;"> LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS </div>		<div style="border: 1px solid black; padding: 5px;"> NOTE: THERE IS A SINGLE STOREY COVENANT ON Vol. 8356 Fol.633 & Vol. 8565 Fol. 151 PLEASE CONFIRM THAT THIS COVENANT HAS BEEN REMOVED. </div>	
EASEMENT INFORMATION			
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)			
Section 12(2) of the Subdivision Act 1988 Applies to the land herein			
Easement Reference	Purpose	Width (Metres)	Origin
E-1	DRAINAGE & SEWERAGE	SEE DIAGRAM	LP 74030
E-2	DRAINAGE & SEWERAGE	SEE DIAGRAM	LP 43090
		Land Benefited/In Favour Of	
		LOTS ON LP 74030	
		LOTS ON LP 43090	
<div style="border: 1px solid black; padding: 5px;"> WARNING - Preliminary Subdivision Plan Subject to council and Service Authorities approval. This plan is a Preliminary Subdivision Plan based upon design drawings provided by our client and is to be followed by the Final Subdivision Plan once the proposed buildings have been built. Boundaries intended to be defined by the buildings to be built are shown as thick non-dimensioned lines. Boundaries and dimensions are subject to change on the Final Subdivision Plan to accord with the as built positions of buildings and fences. </div>			
Di MASE BERRY & Co Pty Ltd 142A Sydney Road, BRUNSWICK 3056 Tel 9387 7577 Fax 9387 8817		SURVEYORS FILE REF: Ref. 12667 Var. 1PSP (Draft 1)	ORIGINAL SHEET SIZE: A3 SHEET 1 OF 10
		GEOFFREY BERRY / Version No 1PSP (Draft 1)	

PS742418Y

DONCASTER ROAD

CARAWATHA ROAD

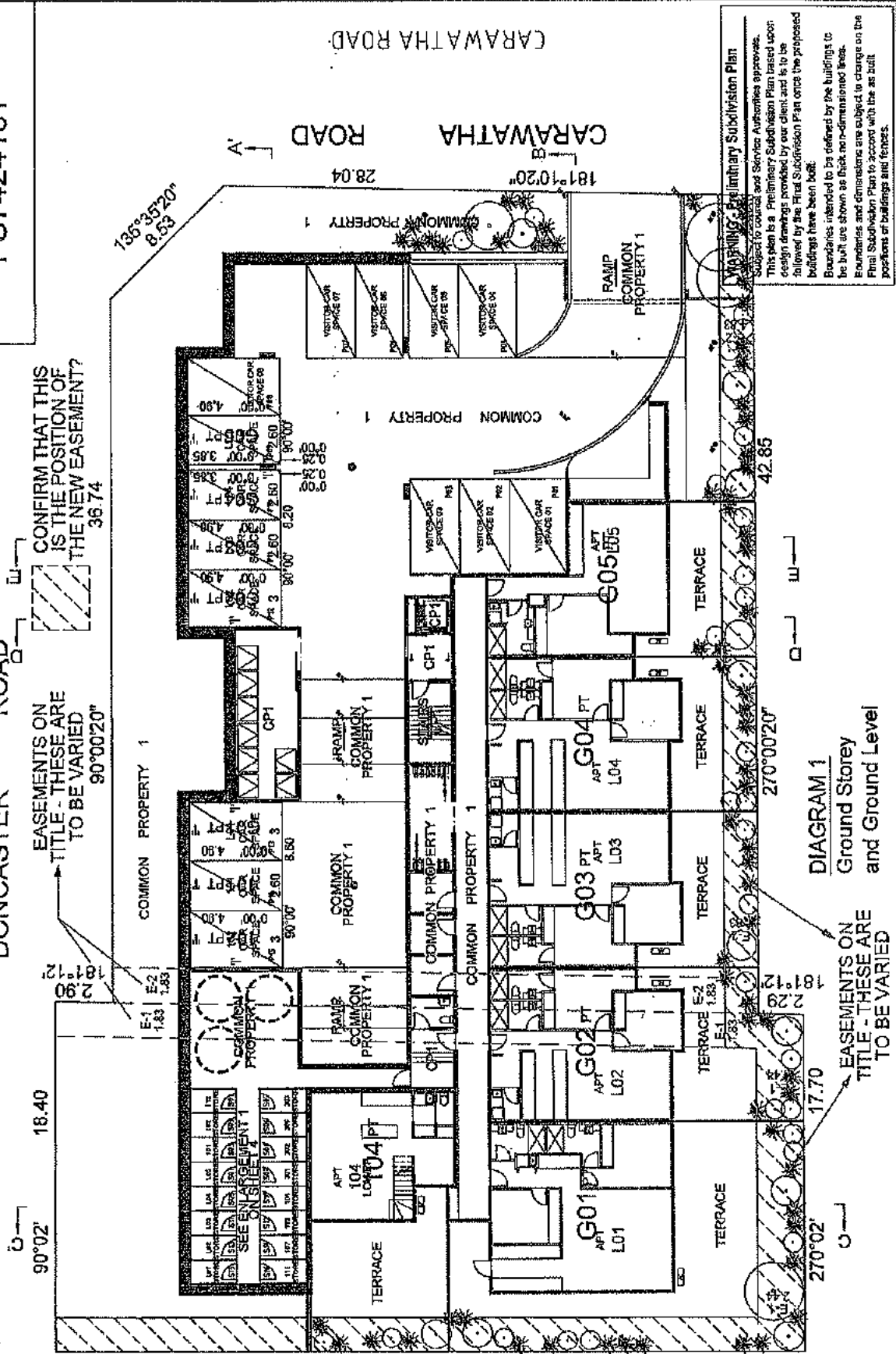
CARAWATHA ROAD

CONFIRM THAT THIS IS THE POSITION OF THE NEW EASEMENT?
36.74

EASEMENTS ON TITLE - THESE ARE TO BE VARIED
90°00'20"

EASEMENTS ON TITLE - THESE ARE TO BE VARIED

DIAGRAM 1
Ground Storey and Ground Level



Warning - Preliminary Subdivision Plan
Subject to Council and Section 148 Subdivision Approvals.
This plan is a Preliminary Subdivision Plan based upon design drawings provided by our client and is to be followed by the Final Subdivision Plan once the proposed buildings have been built.
Boundaries intended to be defined by the buildings to be built are shown as thick non-dimensioned lines. Boundaries and dimensions are subject to change on the Final Subdivision Plan to comply with the as built positions of buildings and fences.

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SHEET 2	SHEET 2

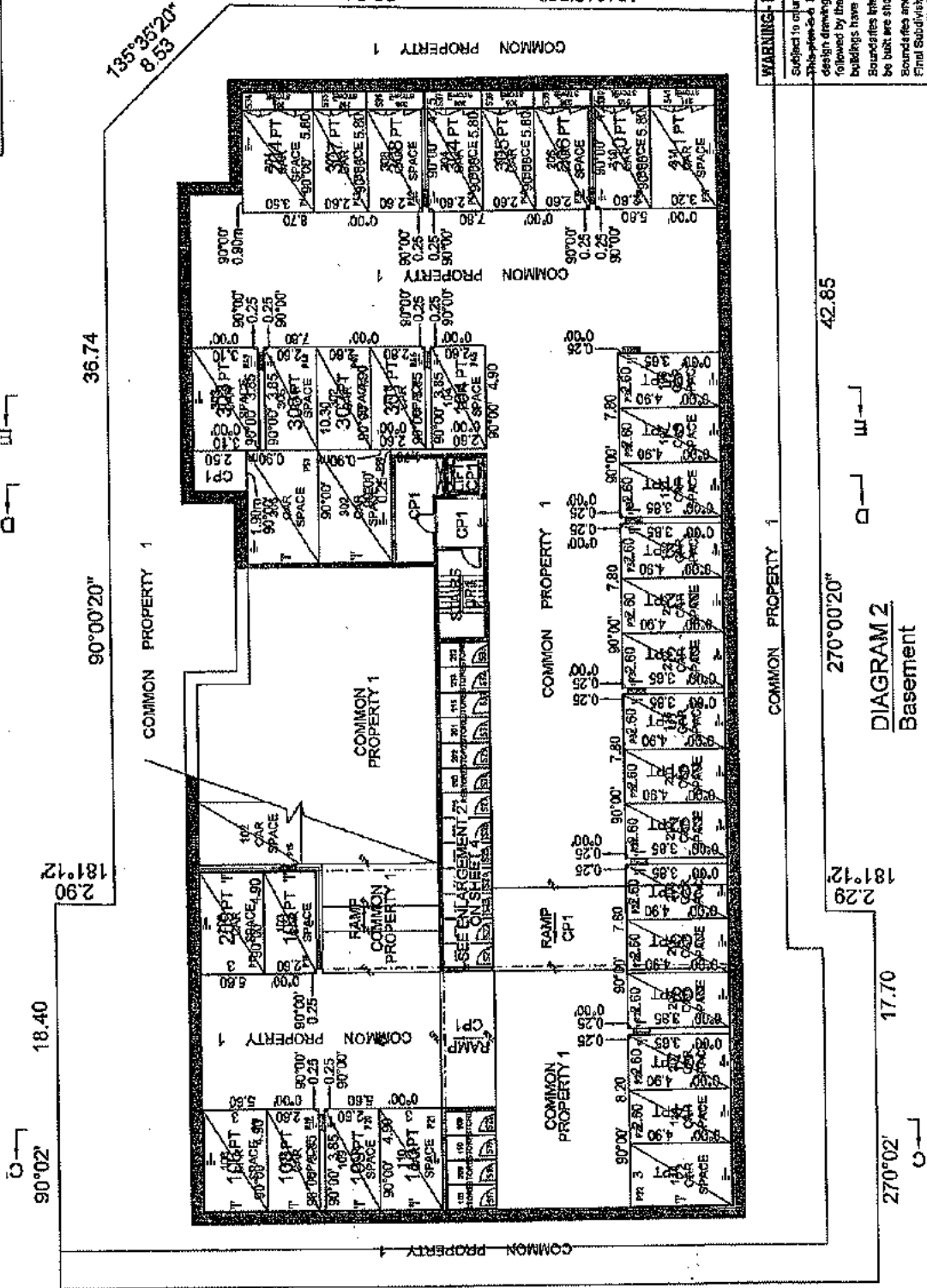
Di Mase Berry & Co Pty Ltd
142A Sydney Road, Brunswick 3076
Tel 9387 7777 Fax 9387 8813

Di Mase Berry & Co Pty Ltd
142A Sydney Road, Brunswick 3076
Tel 9387 7777 Fax 9387 8813

PS742418Y

DONCASTER ROAD

CARAWATHA ROAD



WARNING - Preliminary Subdivision Plan
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LENGTHS IN METRES	2	0	2	4	6	8
SCALE	1:200					

DIAGRAM 2
 Basement

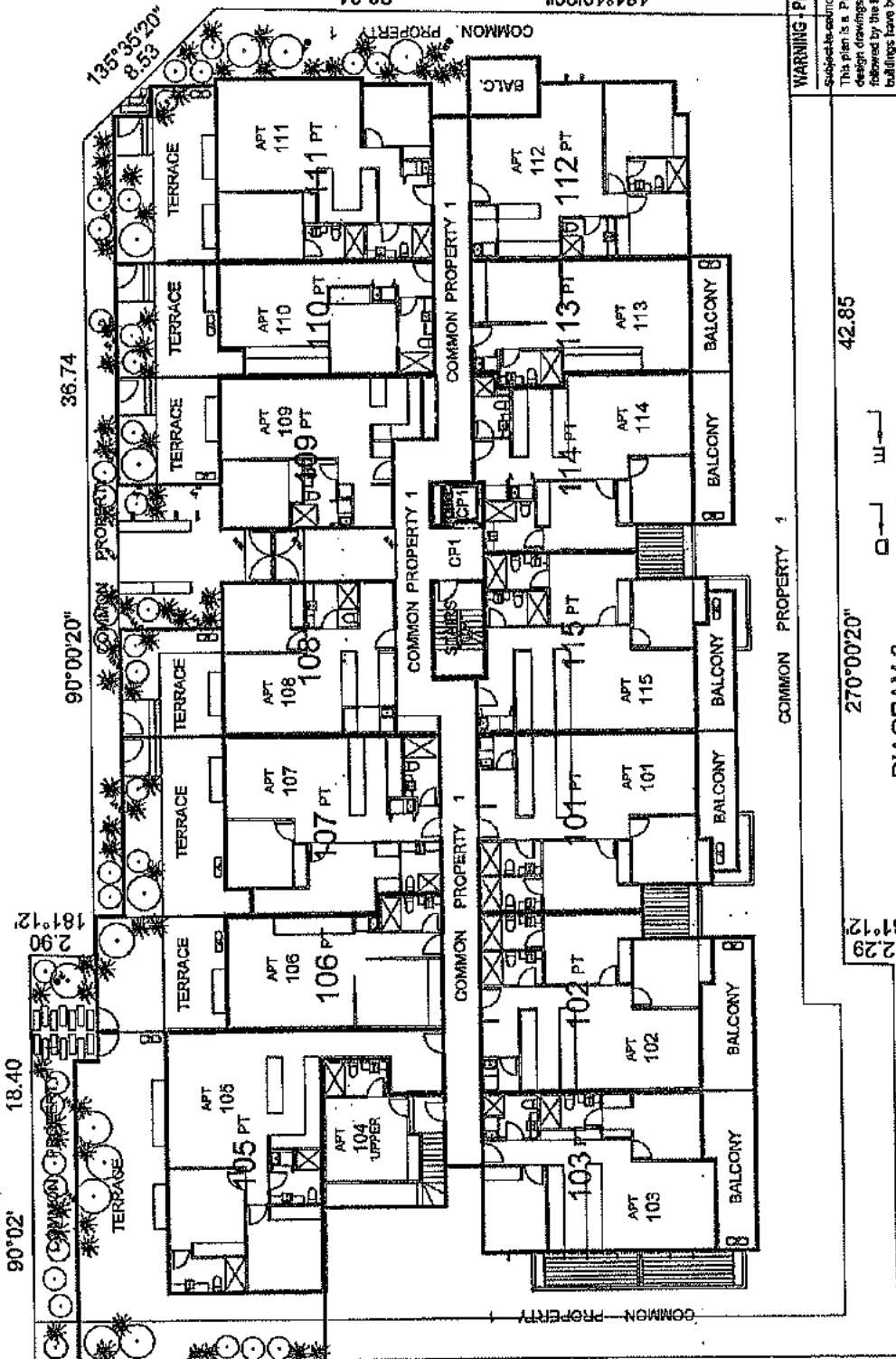
Di Mase Berry & Co Pty Ltd
 142a Sydney Road, Brunswick 3056
 Tel 9387 7577 Fax 9387 8813

MGA 94 Zone 55
 APPROX TRUE NORTH

PS742418Y

DONCASTER ROAD

CARAWATHA ROAD



42.85

270°00'20"

DIAGRAM 3
Level 1

WARNING - Preliminary Subdivision Plan
 Subject to final and Service Authorities approvals.
 This plan is a Preliminary Subdivision Plan based upon design drawings provided by our client and is to be followed by the Final Subdivision Plan once the proposed buildings have been built.
 Boundaries intended to be defined by the buildings to be built are shown as thick non-dimensioned lines.
 Boundaries and dimensions are subject to change on the Final Subdivision Plan to accord with the as-built positions of buildings and fences.

ORIGINAL SHEET	Ref. 12887	SHEET 5
SIZE: A3	Ver. 1PSP (Draft 1)	

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

GEOFFREY BERRY /Version No 1PSP (Draft 1)

DI MASE BERRY & Co Pty Ltd
 142A Sydney Road, Brunswick 3056
 Tel 9787 7577 Fax 9787 8613

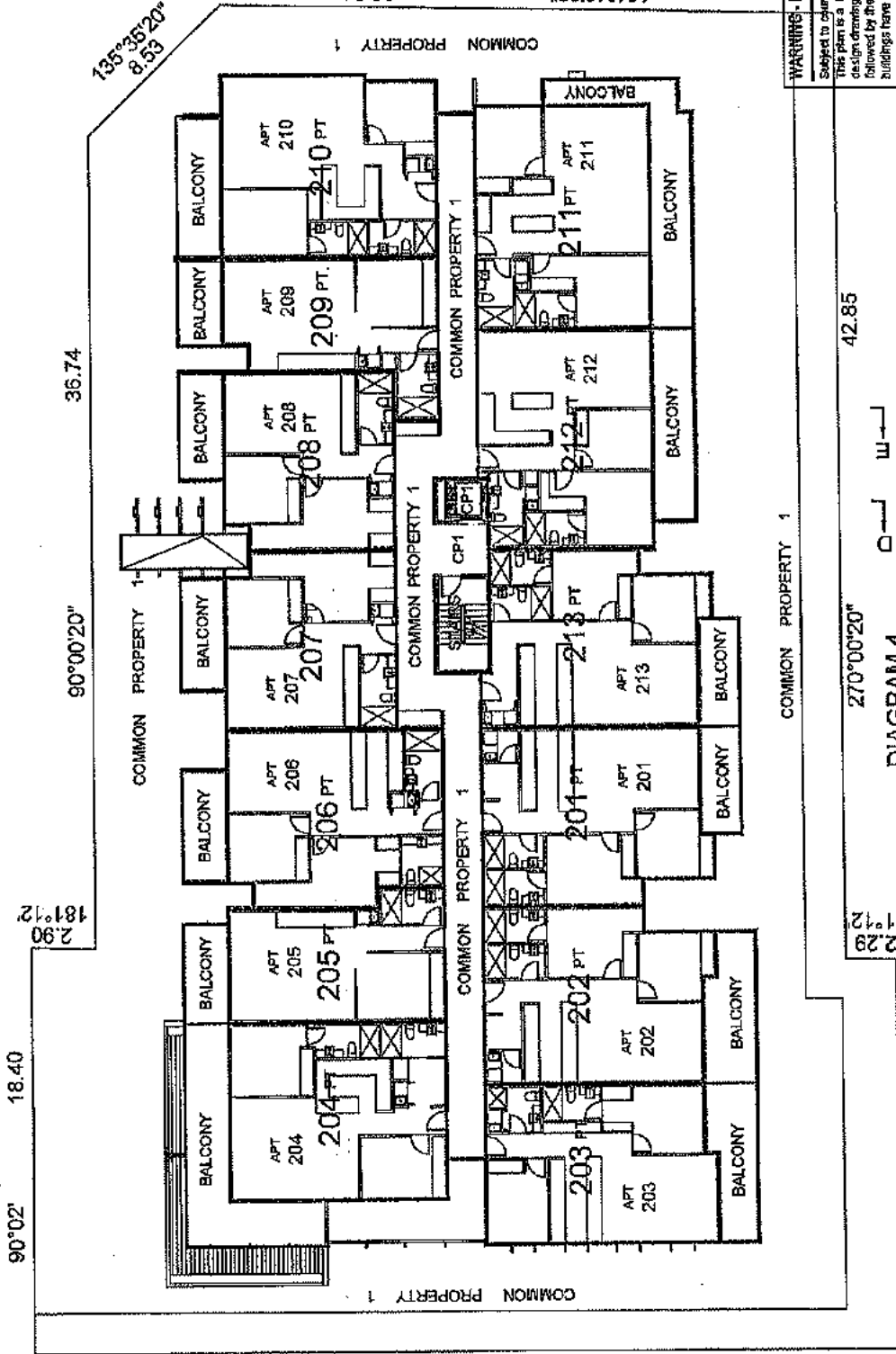
MGA 94 Zone 55
 APPROX. TRUE NORTH

PS742418Y

DONCASTER ROAD

CARAWATHA ROAD

CARAWATHA ROAD



WARNING: Preliminary Subdivision Plan

Subject to Council and Service Authorities approvals. This plan is a Preliminary Subdivision Plan based upon design drawings provided by our client and is to be followed by the Final Subdivision Plan once the proposed buildings have been built. Boundaries intended to be defined by the buildings to be built are shown as thick non-dimensioned lines. Boundaries and dimensions are subject to change on the Final Subdivision Plan to accord with the actual positions of buildings and fences.

ORIGINAL SHEET SIZE: A3
 Ref: 12367
 Ver: 1PSP (Draft 1)
 SHEET 6

SCALE: 1:200
 2 0 2 4 6 8
 METRES AND PARTS

DIAGRAM 4
 Level 2

COMMON PROPERTY 1

GEOFFREY BERRY / Version No 1PSP (Draft 1)

DI MASE BERRY & Co Pty Ltd
 142a Sydney Road, Brunswick 3056
 Tel 9387 7577 Fax 9387 8813

MGA 94 Zone 55
 APPROX. TRUE NORTH

PS742418Y

DONCASTER ROAD

CARAWATHA ROAD

90°02'

18.40

2.90
181°12'

90°00'20"

36.74

181°56'59.83"
40.56

COMMON PROPERTY 1

COMMON PROPERTY 1

COMMON PROPERTY 1

COMMON PROPERTY 1

COMMON PROPERTY 1

COMMON PROPERTY 1

COMMON PROPERTY 1

COMMON PROPERTY 1

COMMON PROPERTY 1

COMMON PROPERTY 1

COMMON PROPERTY 1

MGA 94 Zone 55
APPROX. TRUE NORTH

39.31

0°11'

270°02'

17.70

2.29
181°12'

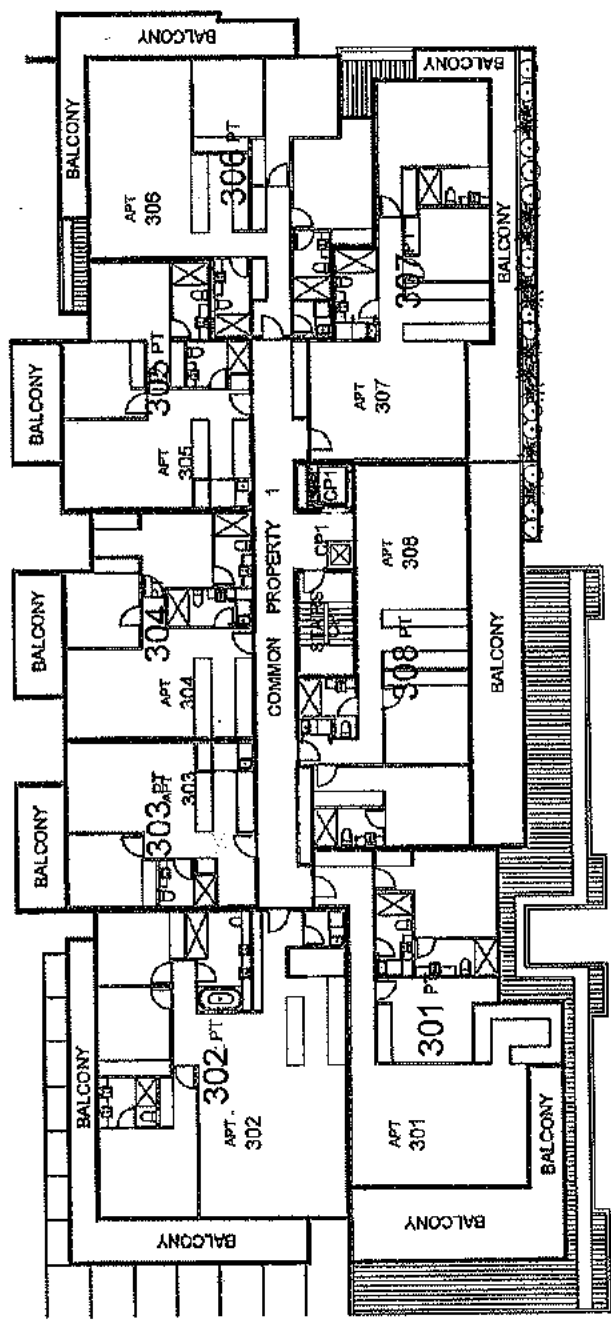
270°00'20"

42.85

181°10'20"

28.04

CARAWATHA ROAD



WARNING - Preliminary Subdivision Plan
 Subject to Council and Service Authorities approvals.
 This plan is a Preliminary Subdivision Plan based upon design drawings provided by our client and is to be followed by the Final Subdivision Plan once the proposed buildings have been built.
 Boundaries intended to be defined by the buildings to be built are shown as thick red-dimensioned lines.
 Boundaries and dimensions are subject to change on the Final Subdivision Plan to accord with the set back positions of buildings and fences.

SCALE	2	0	2	4	6	8
1:200	CENTIMETRES					
ORIGINAL SHEET	Ref. 12957					
SIZE: A3	Ver. 1PSP (Draft 1)					
						SHEET 7

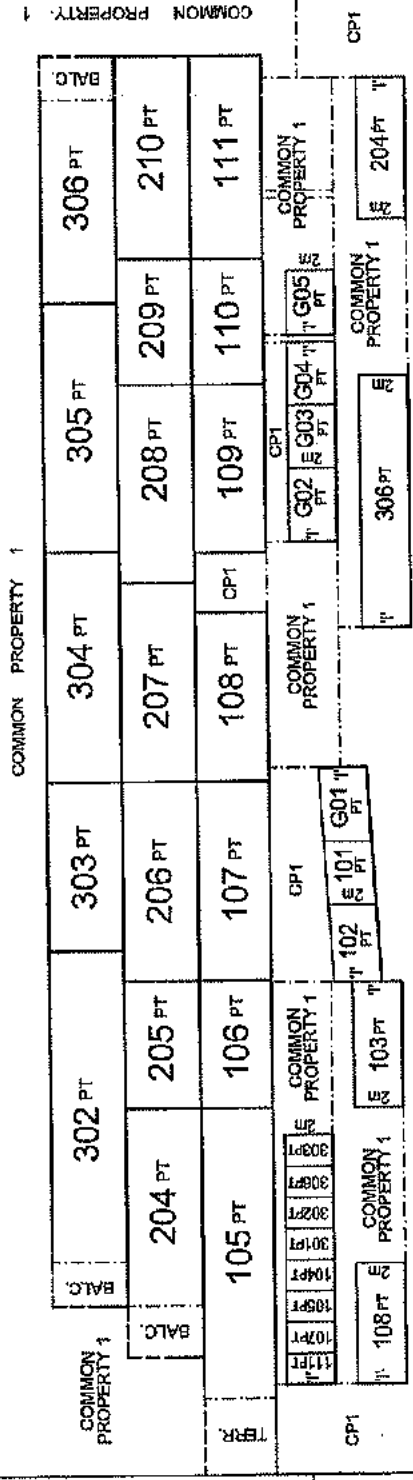
DIAGRAM 5
Level 3

GEOFFREY BERRY / Version No 1PSP (Draft 1)

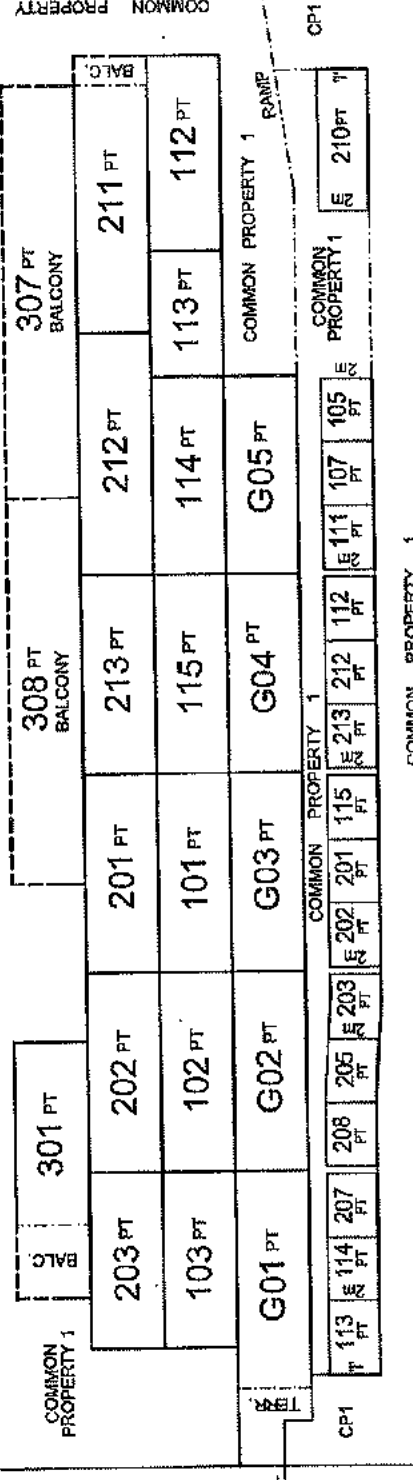
Di Mase Berry & Co Pty Ltd
 142a Sydney Road, Brunswick 3056
 Tel 9387 7577 Fax 9387 6813

PS742418Y

WARNING - Preliminary Subdivision Plan
 Subject to Council and Service Authorities approvals.
 This plan is a Preliminary Subdivision Plan based upon design drawings provided by our client and is to be followed by the Final Subdivision Plan once the proposed buildings have been built.
 Boundaries intended to be defined by the buildings to be built are shown as thick non-dimensioned lines.
 Boundaries and dimensions are subject to change on the Final Subdivision Plan to accord with the as-built positions of the buildings and fences.
Level 2
Level 1
Diagram 1 Ground Level, SITE LEVEL & Ground Storey
Diagram 2 Basement 1



COMMON PROPERTY 1
 CROSS SECTION A - A'
 NOT TO SCALE



COMMON PROPERTY 1
 CROSS SECTION B - B'
 NOT TO SCALE

DI MASE BERRY & Co Pty Ltd
 142a Sydney Road, Brunswick 3056
 Tel 9767 7577 Fax 9767 8613

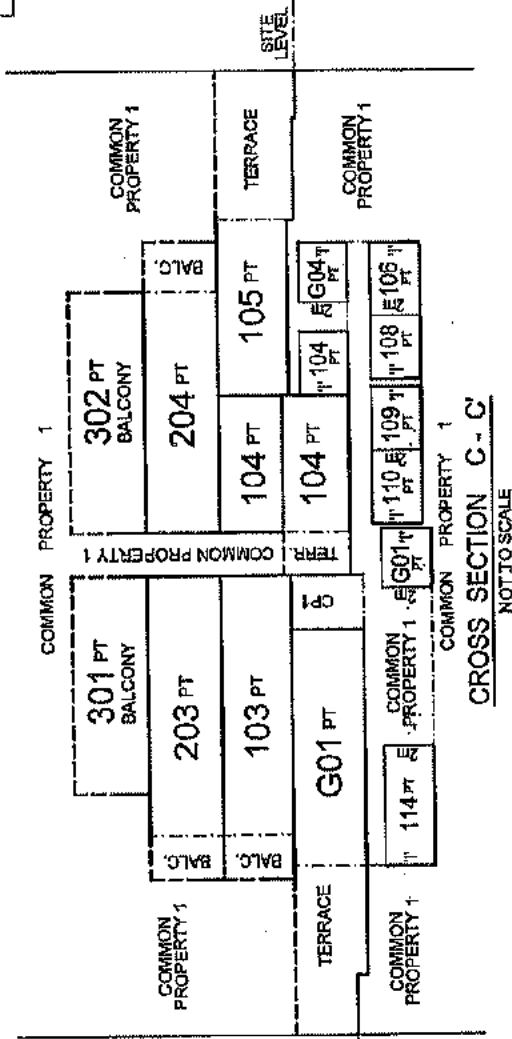
SCALE: 1:100
 LENGTHS ARE IN METRES
 ORIGINAL SHEET SIZE: A3
 Ver. 1PSP (Draft 1)
 Ref. 12987
 SHEET 8

PS742418Y

WARNING - Preliminary Subdivision Plan

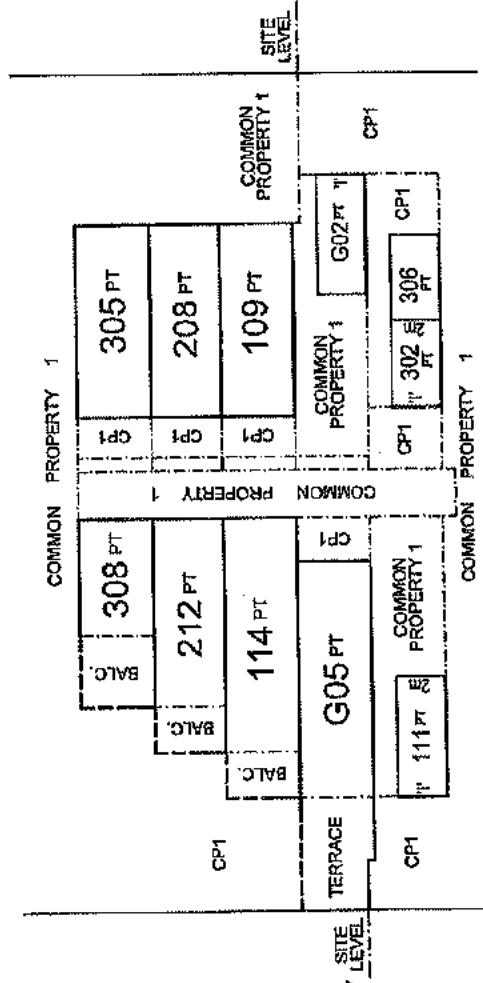
Subject to council and Service Authorities approvals.
 This plan is a Preliminary Subdivision Plan based upon design drawings provided by our client and is to be followed by the Final Subdivision Plan once the proposed buildings have been built.
 Boundaries intended to be defined by the buildings to be built are shown as thick non-dimensioned lines.
 Boundaries and dimensions are subject to change on the Final Subdivision Plan (check with the architect for positions of buildings and terraces).

- Diagram 4 Level 2
- Diagram 3 Level 1
- Diagram 1 Ground Level & Ground Storey Level
- Diagram 2 Basement 1



CROSS SECTION C - C'
NOT TO SCALE

- Diagram 5 Level 2
- Diagram 4 Level 2
- Diagram 3 Level 1
- Diagram 1 Ground Level & Ground Storey Level
- Diagram 2 Basement 1

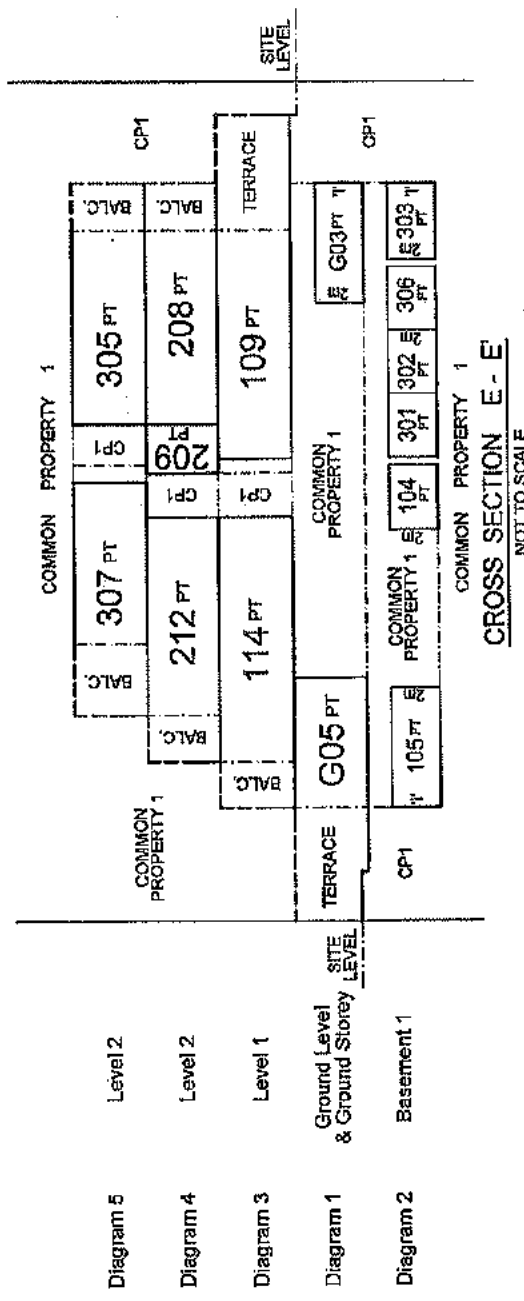


CROSS SECTION D - D'
NOT TO SCALE

<p>Di MASE Berry & Co Pty Ltd 1-2a Sydney Road, Brunswick 3056 Tel 9387 7577 Fax 9387 8813</p>	<p>SCALE</p>	<p>Ref. 12887 Ver. 1PSP (Chart 1)</p>	<p>SHEET 9</p>
	<p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>Geoffrey Berry / Version No 1PSP (Chart 1)</p>

PS742418Y

WARNING - Preliminary Subdivision Plan
 Subject to council and Service Authorities approvals.
 This plan is a Preliminary Subdivision Plan based upon design drawings provided by our client and is to be followed by the Final Subdivision Plan once the proposed buildings have been built.
 Boundaries intended to be defined by the buildings to be built are shown as thick non-dimensioned lines.
 Boundaries and dimensions are subject to change on the Final Subdivision Plan to accord with the as built positions of buildings and fences.



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 142a Sydney Road, Brunswick 3056
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SCALE: 0 METRES
 ORIGINAL SHEET SIZE: A3
 Ref: 12867 Ver: 1PSP (Draft 1)
 SHEET 10

GEOFFREY BERRY / Version No 1PSP (Draft 1)

OWNERS CORPORATION SCHEDULE

PS742418Y

OWNERS CORPORATION 1

Plan No PS742418Y

Land affected by Owners Corporation: Lots G01 to G05 (both inclusive), 101 to 115 (both inclusive), 201 to 213 (both inclusive), 301 to 308 (both inclusive) and Common Property 1.

Limitations of Owners Corporation: Unlimited

Notations:

LOT ENTITLEMENT AND LOT LIABILITY

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
G01	125	125	306	145	145			
G02	110	110	307	120	120			
G03	105	105	308	120	120			
G04	105	105						
G05	85	85						
101	100	100						
102	100	100						
103	95	95						
104	105	105						
105	135	135						
106	75	75						
107	105	105						
108	75	75						
109	80	80						
110	75	75						
111	110	110						
112	95	95						
113	75	75						
114	95	95						
115	100	100						
201	100	100						
202	100	100						
203	95	95						
204	105	105						
205	75	75						
206	80	80						
207	80	80						
208	80	80						
209	75	75						
210	105	105						
211	110	110						
212	100	100						
213	100	100						
301	135	135						
302	170	170						
303	75	75						
304	90	90						
305	90	90						
			Total	4 100	4 100			

Di MASE BERRY & Co Pty Ltd

142a Sydney Road, Brunswick 3056

Tel 9387 7577 Fax 9387 8813

SURVEYORS FILE REF: Ref. 12867
Ver. 1PSP (Draft 1)

ORIGINAL SHEET
SIZE: A3

SHEET 1 OF 1

GEOFFREY BERRY / Version No 1PSP (Draft 1)

Register Search Statement - Volume 8658 Folio 541

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

VOLUME 08658 FOLIO 541

Security no : 124055387413T
Produced 27/05/2015 03:40 pm

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 074030.
PARENT TITLE Volume 08576 Folio 775
Created by instrument LP074030 22/02/1967

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SENG KHOON LEE of 57 ELLIOTT AVENUE BALWYN VIC 3103
AL630204C 19/01/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AL630205A 19/01/2015
WESTPAC BANKING CORPORATION

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

DIAGRAM LOCATION

SEE LP074030 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 508 DONCASTER ROAD DONCASTER VIC 3108

DOCUMENT END

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LAND	I.O.	MODIFICATION	CEALING NUMBER	EDITION	ASSISTANT REGISTRAR OF TITLES
THIS PLAN		EASEMENTS ENHANCED		2	A.D.

PARISH/TOWNSHIP/CHART 36

COLOUR CONVERSION

BLUE = E-1
BROWN = R-1
PURPLE = E-3 & E-4

LP 74030

EDITION 2
APPROVED 27/1/167
V8576 F775

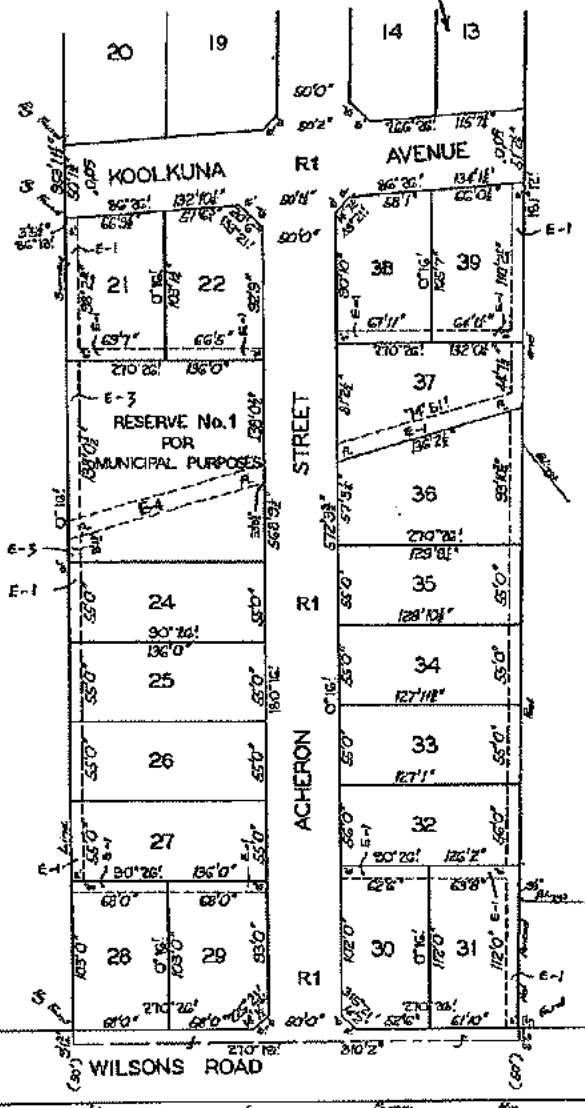
Remains of Rd. & M.W. Fence

DONCASTER ROAD

Measurements are in Feet & Inches
Conversion Factor
FEET X 0.3048 = METRES

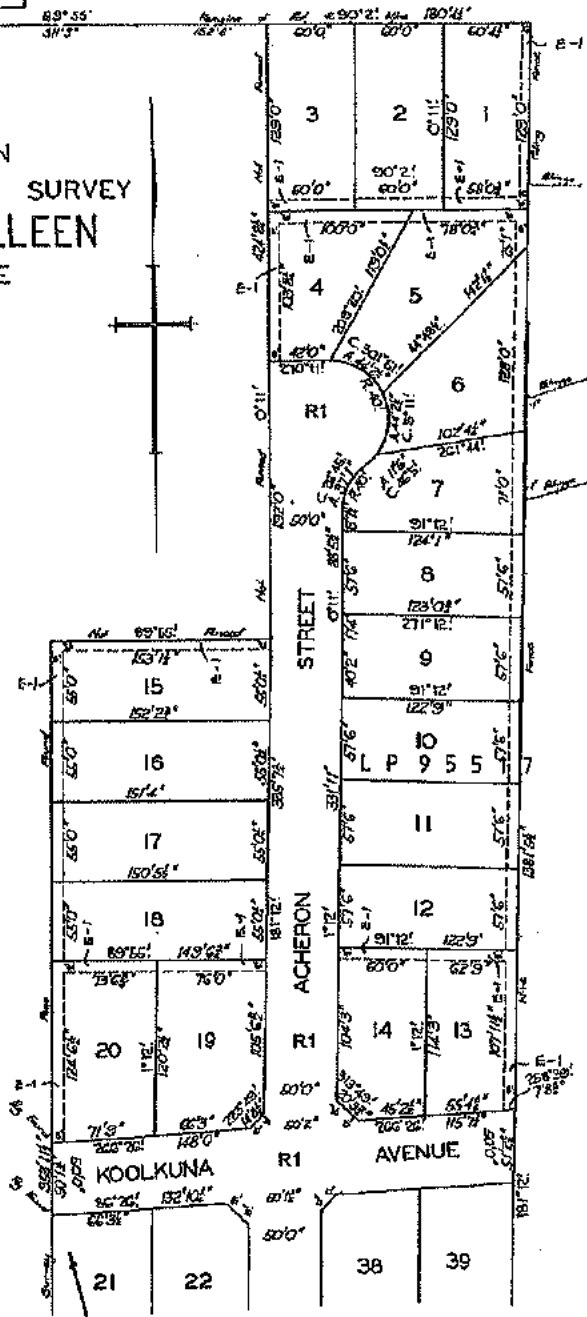
PLAN OF SUBDIVISION
PART OF UNWINS CROWN SPECIAL SURVEY
PARISH OF BULLEEN
COUNTY OF BOURKE
VOL. 8776 FOL. 775

See below



LANE

PETTYS



See above

APPROPRIATIONS

The land coloured blue of widths as shown is set apart for easements of drainage and drainage.

The land coloured brown is set apart for easements of way

ENCUMBRANCES

AS TO THE LAND MARKED E-4:
THE DRAINAGE & SEWERAGE EASEMENT
CREATED BY INST. A649270

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

Register Search Statement - Volume 8356 Folio 633

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

VOLUME 08356 FOLIO 633

Security no : 124055387417P
Produced 27/05/2015 03:40 pm

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 043090.
PARENT TITLE Volume 08353 Folio 573
Created by instrument B421391 16/05/1962

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SENG KHOON LEE of 57 ELLIOTT AVENUE BALWYN VIC 3103
AL290494F 13/08/2014

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AL290495D 13/08/2014
WESTPAC BANKING CORPORATION

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

DIAGRAM LOCATION

SEE LP043090 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 510 DONCASTER ROAD DONCASTER VIC 3108

DOCUMENT END

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Register Search Statement - Volume 8565 Folio 151

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

VOLUME 08565 FOLIO 151

Security no : 124055387418N
Produced 27/05/2015 03:40 pm

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 043090.
PARENT TITLE Volume 08353 Folio 573
Created by instrument C160200 02/03/1965

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SENG KHOON LEE of 57 ELLIOTT AVENUE BALWYN VIC 3103
AL630206X 19/01/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AL630207V 19/01/2015
WESTPAC BANKING CORPORATION

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

DIAGRAM LOCATION

SEE LP043090 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

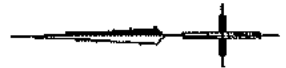
Street Address: 512 DONCASTER ROAD DONCASTER VIC 3108

DOCUMENT END

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Delivered at 27/05/2015, for Order Number 29088091. Your reference: FX:JLB:558566.

PLAN OF SUBDIVISION OF
 PART OF UNWINS CROWN SPECIAL SURVEY
PARISH OF BULLEEN
 COUNTY OF BOURKE
 VOL.8138 FOL.176

Measurements are in Feet & inches
 Conversion Factor
 FEET X 0.3048 = METRES



LP 43090
 EDITION 3
 PLAN MAY BE LODGED
 17/8/88

5 SHEETS
 SHEET 1

COLOUR CODE
 E-1 = BLUE
 E-2 = BROWN
 E-3 = GREEN

APPROPRIATIONS

THE LAND COLOURED BLUE IS APPROPRIATED OR SET APART FOR EASEMENTS OF DRAINAGE AND SEWERAGE AND IS 6 FEET WIDE UNLESS OTHERWISE SHOWN

THE LAND COLOURED BROWN IS APPROPRIATED OR SET APART FOR EASEMENTS OF WAY AND DRAINAGE

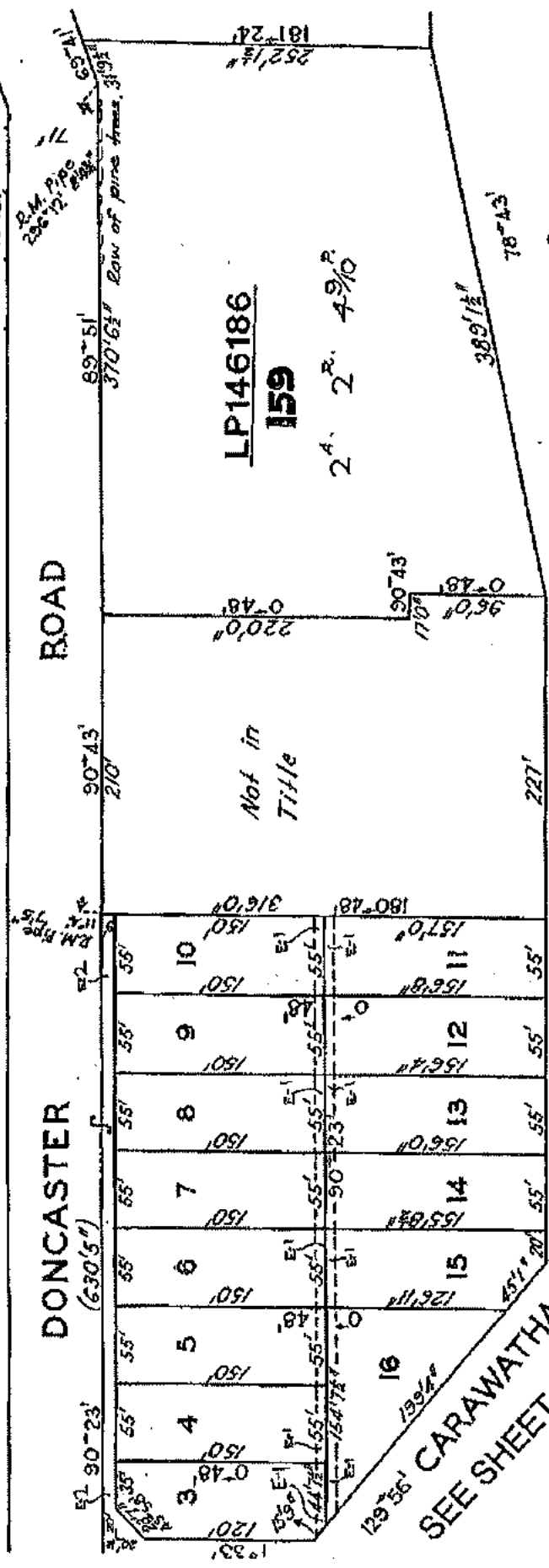
NOTATIONS

REFERENCE MARKS ARE 1/2" DIAMETER GALV. IRON PIPES 15" LONG AND ARE SHOWN TRUS

LOT 31 HAS BEEN OMITTED FROM THIS PLAN

The Registered Proprietor has set apart the land coloured Green as a Reserve for the benefit of the Public and has agreed to transfer the said land to the Council. Section 568 Sub-section 10, L.G.A. 1946 and also for the purpose of drainage sewerage and gas as may be required.

ENCUMBRANCES
 THE LAND COLOURED BROWN IS ENCUMBERED BY THE CARRIAGEWAY EASEMENTS CREATED BY C391549 & D45960

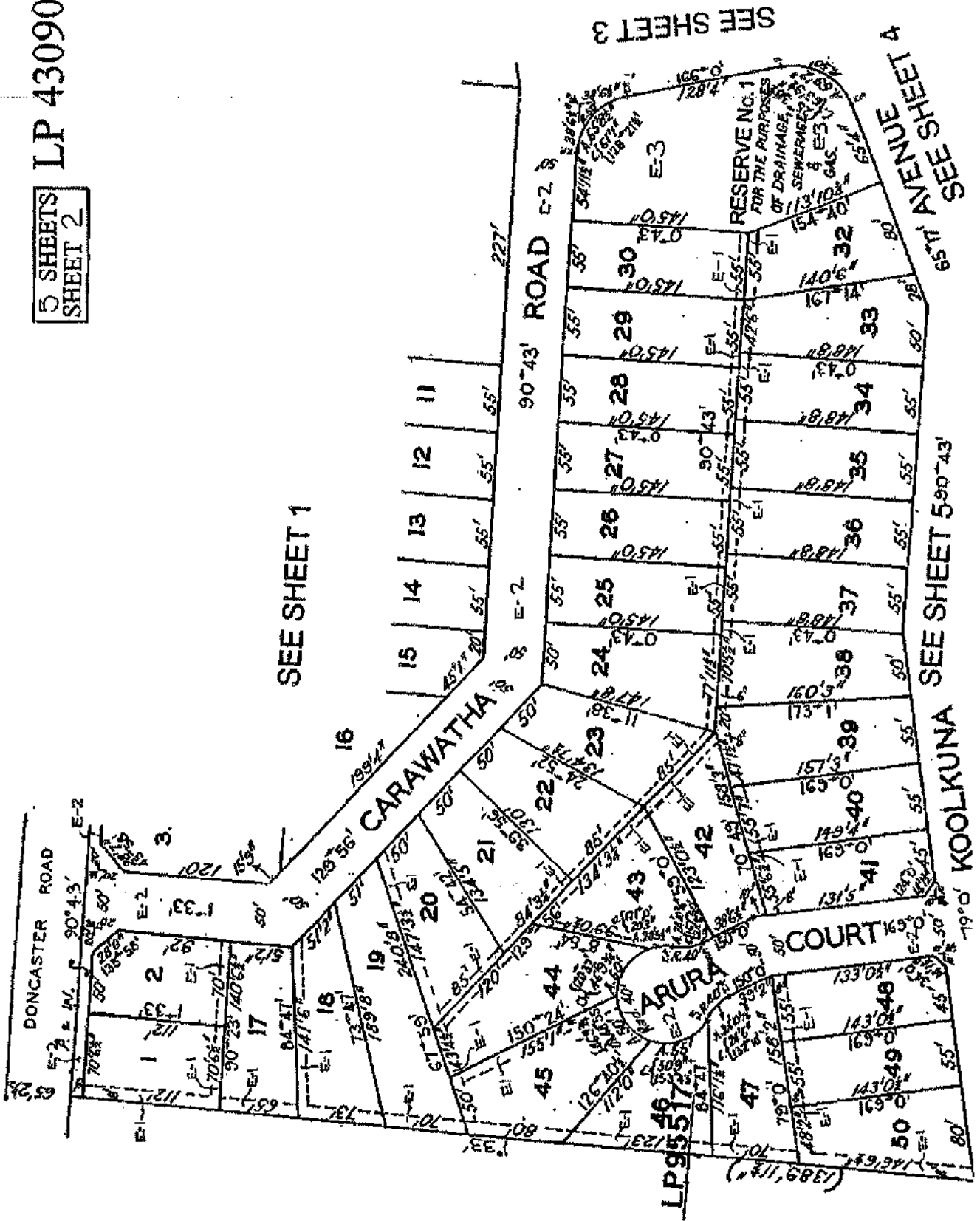


SEE SHEET 3

SEE SHEET 2

LP 43090

5 SHEETS
SHEET 2

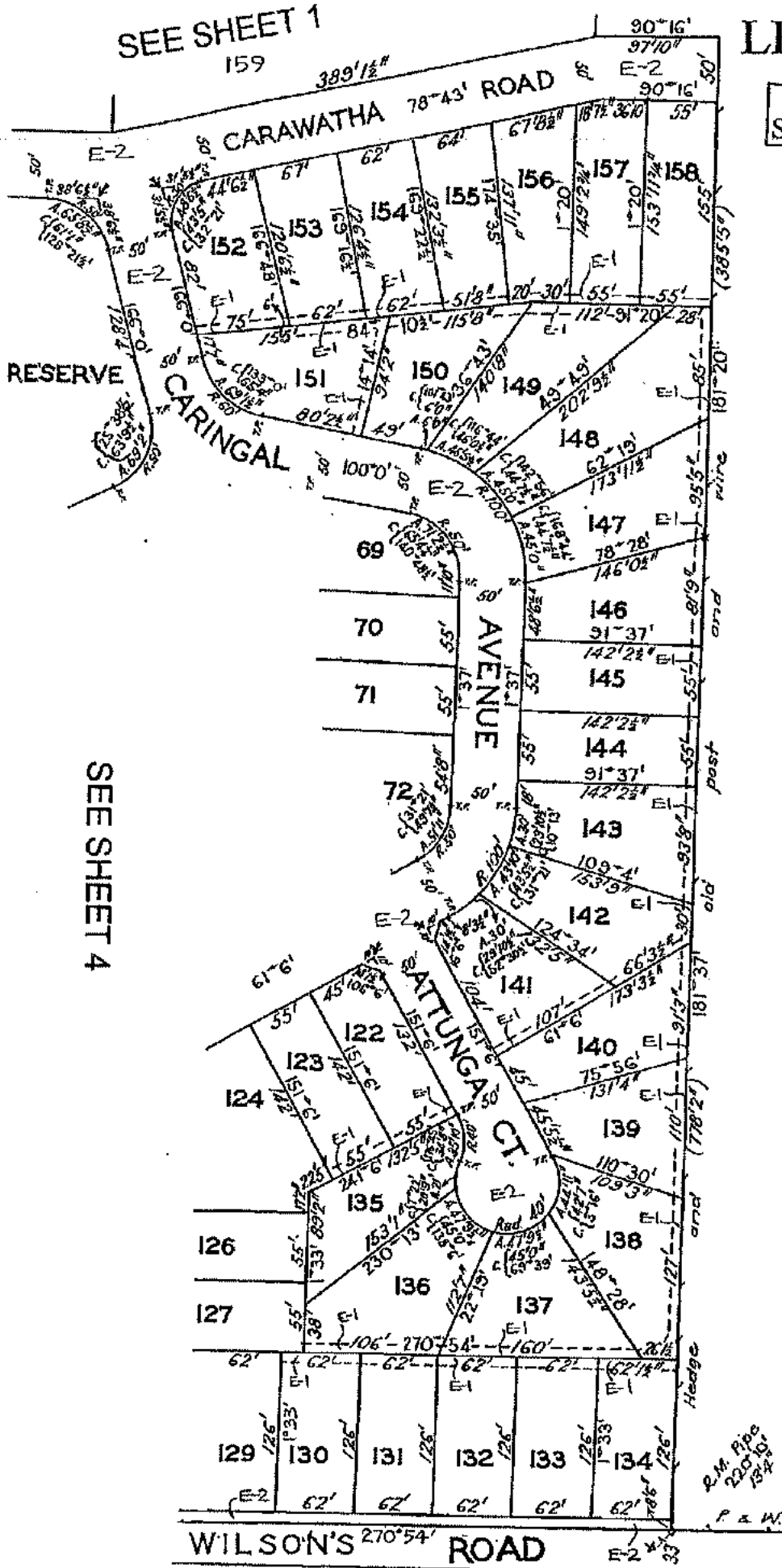


LP 43090

5 SHEETS
SHEET 3

SEE SHEET 2

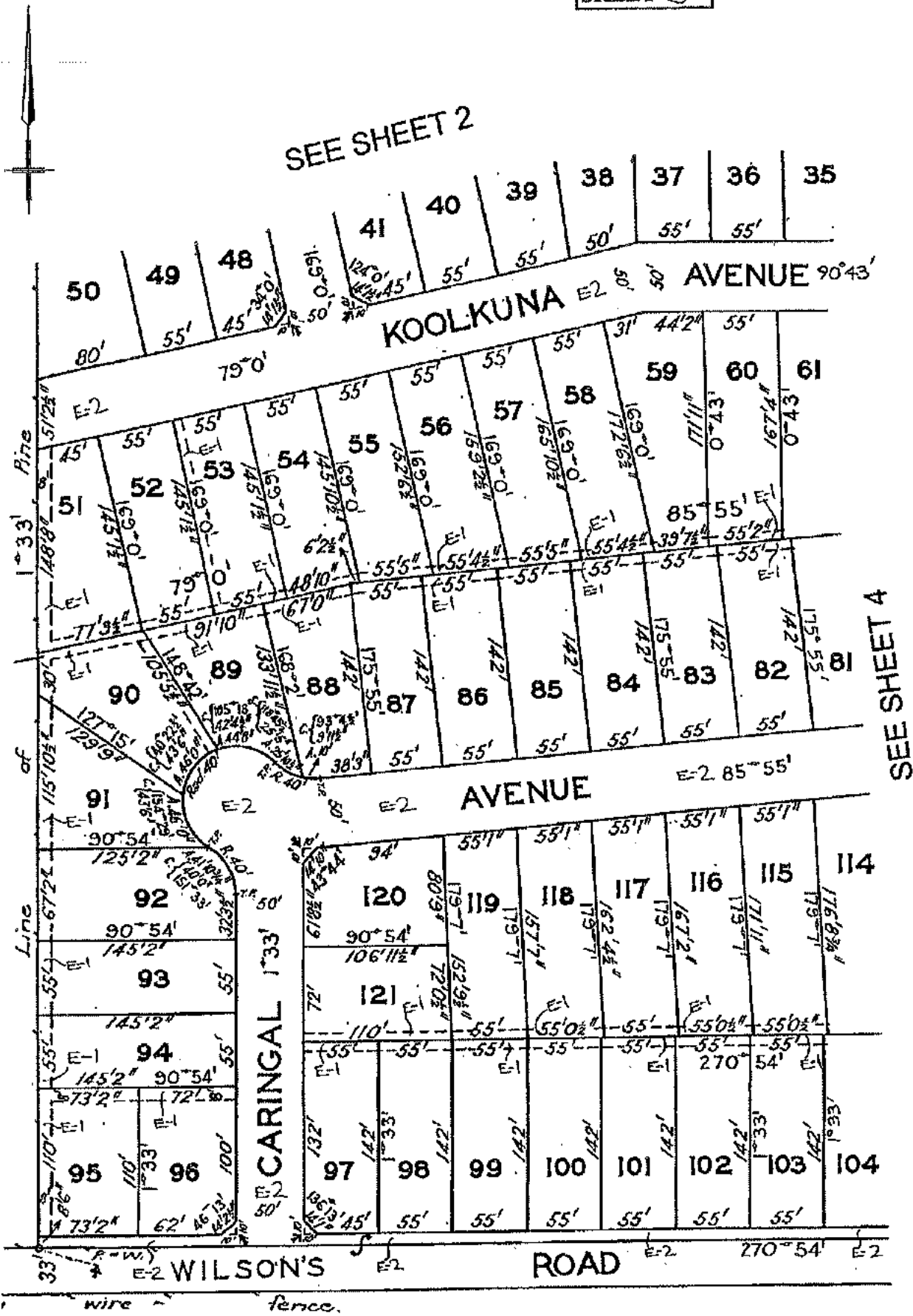
SEE SHEET 4



R.M. Pipe
2201-1st
1874
P & W

5 SHEETS
SHEET 5

LP 43090



SEE SHEET 2

KOOLKUNA AVENUE 90°43'

AVENUE

CARINGAL ROAD

WILSON'S ROAD

SEE SHEET 4

wire fence.



CERTIFICATE No: 29090286 DATE: 28/05/2015

PLANNING CERTIFICATE

Client: HWL Ebsworth Lawyers
DX: 564 Melbourne

Matter Ref: JLB:558566
Vendor: SENG KHOON LEE
Purchaser:

Subject Property: 508 DONCASTER ROAD DONCASTER VIC 3108

Title Particulars: Vol 8658 Fol 541

Municipality: MANNINGHAM

Planning Scheme: MANNINGHAM PLANNING SCHEME

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

Zone: RESIDENTIAL GROWTH ZONE - SCHEDULE 2

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

Design and Development Overlay: DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8-1

Development Contributions Plan Overlay: Not Applicable

Development Plan Overlay: Not Applicable

Environmental Audit Overlay: Not Applicable

Environmental Significance Overlay: Not Applicable

Heritage Overlay: Not Applicable

Public Acquisition Overlay: Not Applicable

Significant Landscape Overlay: Not Applicable

Special Building Overlay: Not Applicable

Vegetation Protection Overlay: Not Applicable

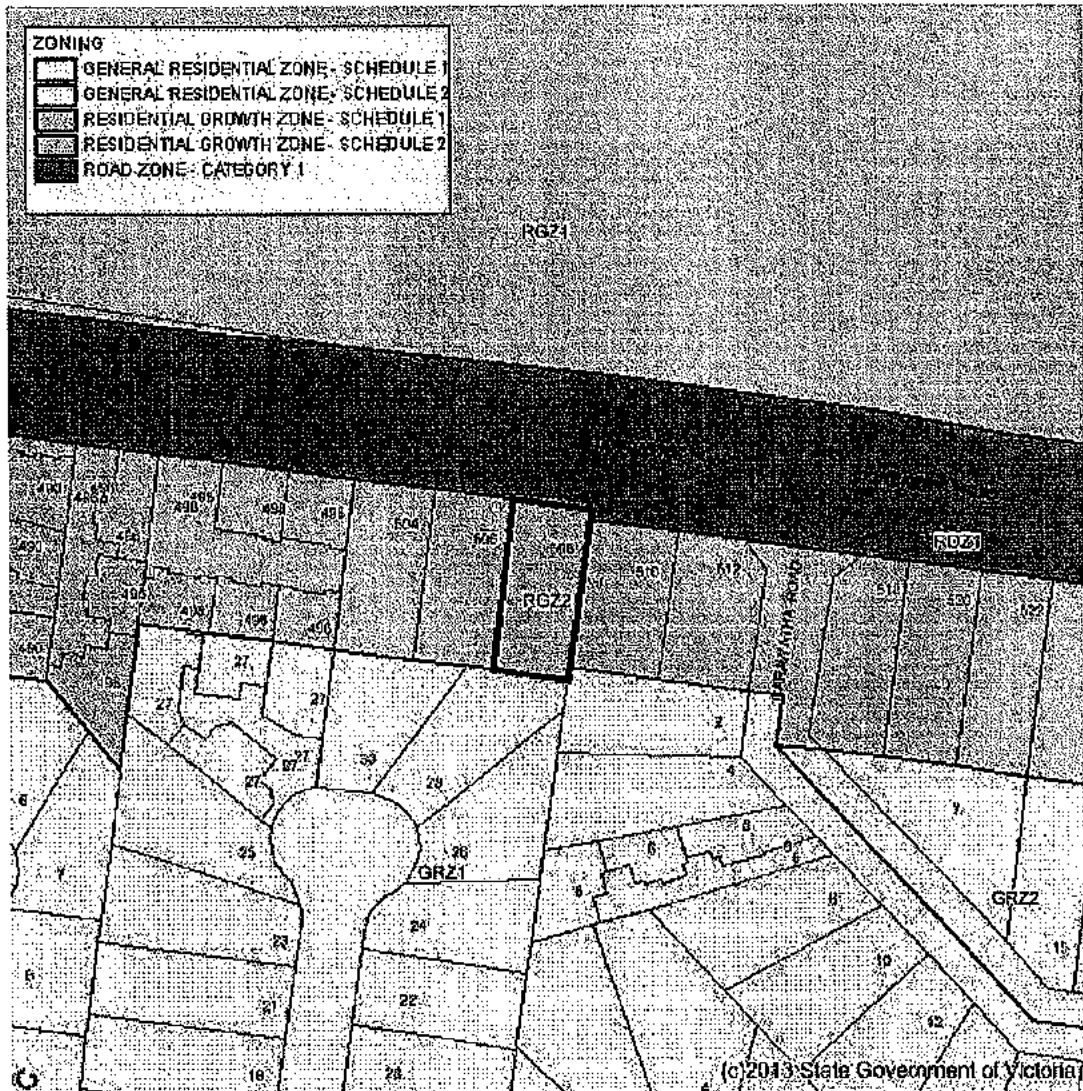
Other Overlays: Not Applicable

Proposed Planning Scheme Amendments: MANNINGHAM C108 PROPOSES TO INTRODUCE A GAMING LOCAL POLICY - PLANNING SCHEME CLAUSE 22.18 AND TO AMEND THE SCHEDULE TO THE GAMING PARTICULAR USE - PLANNING SCHEME CLAUSE 52.28-3

Additional Notes: Not Applicable

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

PLANNING CERTIFICATE



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Property Report from www.land.vic.gov.au on 27 May 2015 03:44 PM

Lot / Plan: Lot 1 LP74030

Address: 508 DONCASTER ROAD DONCASTER 3108

SPI (Standard Parcel Identifier): 1\LP74030

Local Government (Council): MANNINGHAM **Council Property Number:** 45163

Directory Reference: Melway 47 B1

This parcel is not in a designated bushfire prone area.

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

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

Parcel Details

Lot/Plan or Crown Description	SPI
Lot 1 LP74030	1\LP74030

State Electorates

Legislative Council: EASTERN METROPOLITAN

Legislative Assembly: BULLEEN

Utilities

Rural Water Business: Southern Rural Water

Metro Water Business: Yarra Valley Water Ltd

Melbourne Water: Inside drainage boundary

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

Planning Zone Summary

Planning Zone: RESIDENTIAL GROWTH ZONE - SCHEDULE 2 (RGZ2)
SCHEDULE TO THE RESIDENTIAL GROWTH ZONE - SCHEDULE 2

Planning Overlays: DESIGN AND DEVELOPMENT OVERLAY (DDO)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 (DDO8)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8-1 (DDO8-1)

Further Planning Information

Planning scheme data last updated on 21 May 2015.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State, local, particular and general provisions of the local planning scheme that may affect

the use of the land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

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

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

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

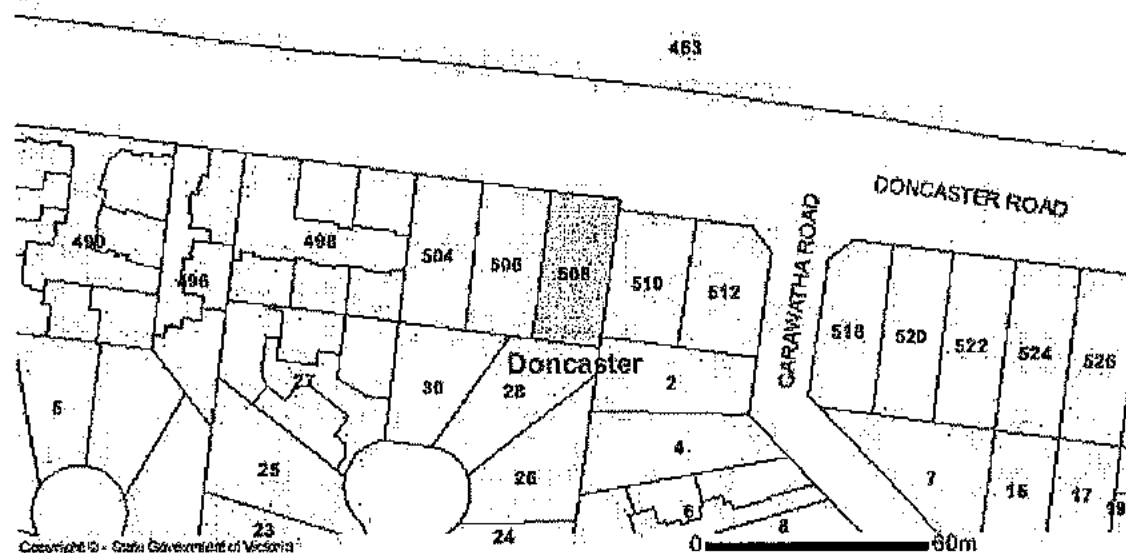
The Planning Property Report includes separate maps of zones and overlays

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

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

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

Area Map



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CERTIFICATE No: 29090539 DATE: 28/05/2015

PLANNING CERTIFICATE

Client: HWL Ebsworth Lawyers
DX: 564 Melbourne

Matter Ref: JLB:558566
Vendor: SENG KHOON LEE
Purchaser:

Subject Property: 510 DONCASTER ROAD DONCASTER VIC 3108

Title Particulars: Vol 8356 Fol 633

Municipality: MANNINGHAM

Planning Scheme: MANNINGHAM PLANNING SCHEME

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

Zone: RESIDENTIAL GROWTH ZONE - SCHEDULE 2

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

Design and Development Overlay: DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8-1

Development Contributions Plan Overlay: Not Applicable

Development Plan Overlay: Not Applicable

Environmental Audit Overlay: Not Applicable

Environmental Significance Overlay: Not Applicable

Heritage Overlay: Not Applicable

Public Acquisition Overlay: Not Applicable

Significant Landscape Overlay: Not Applicable

Special Building Overlay: Not Applicable

Vegetation Protection Overlay: Not Applicable

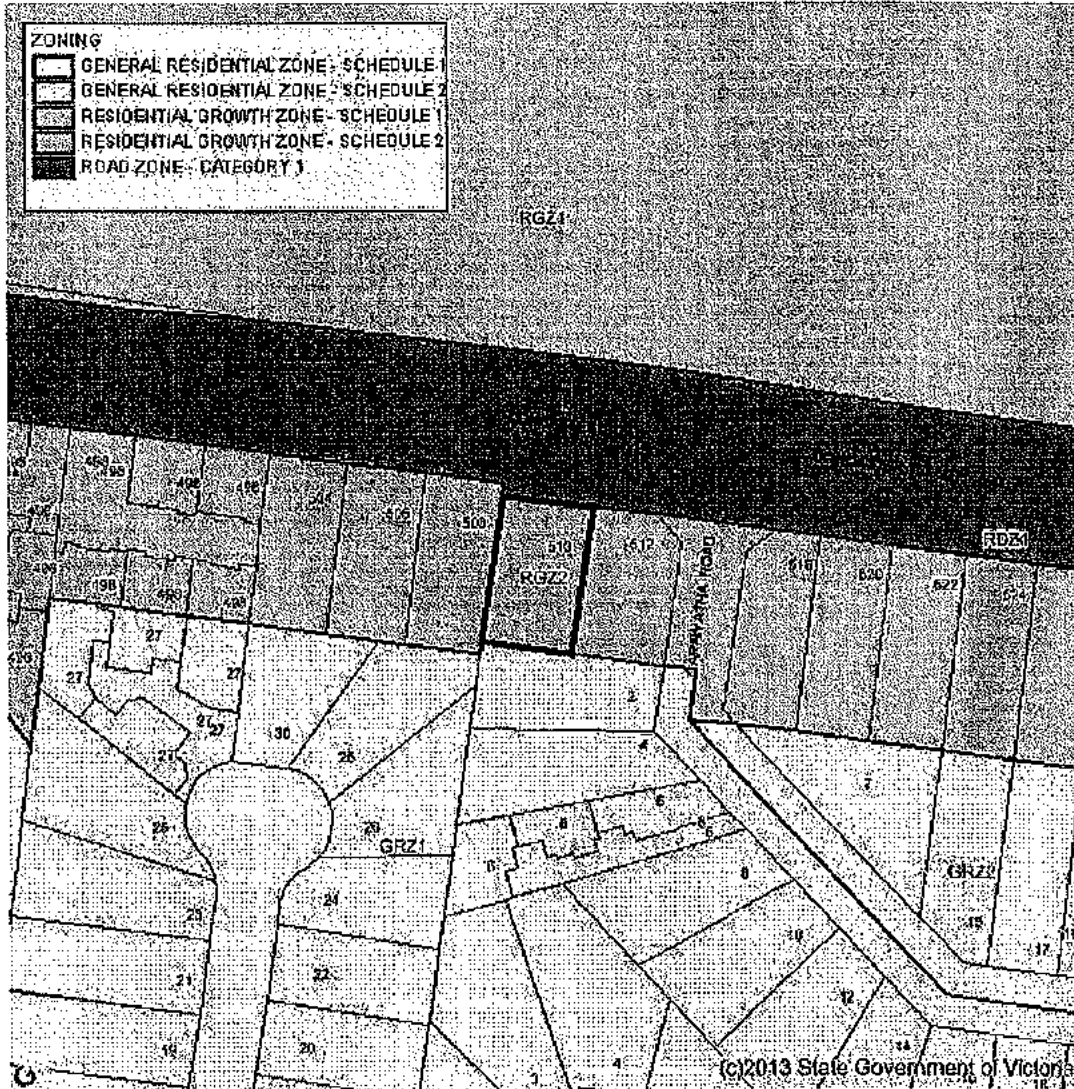
Other Overlays: Not Applicable

Proposed Planning Scheme Amendments: MANNINGHAM C108 PROPOSES TO INTRODUCE A GAMING LOCAL POLICY - PLANNING SCHEME CLAUSE 22.18 AND TO AMEND THE SCHEDULE TO THE GAMING PARTICULAR USE - PLANNING SCHEME CLAUSE 52.28-3

Additional Notes: Not Applicable

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

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.


Property Report from www.land.vic.gov.au on 27 May 2015 03:56 PM

Lot / Plan: Lot 1 LP43090

Address: 510 DONCASTER ROAD DONCASTER 3108

SPI (Standard Parcel Identifier): 1\LP43090

Local Government (Council): MANNINGHAM **Council Property Number:** 45155

Directory Reference: Melway 47 B1

This parcel is not in a designated bushfire prone area.

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

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

Parcel Details

Lot/Plan or Crown Description	SPI
Lot 1 LP43090	1\LP43090

State Electorates

Legislative Council: EASTERN METROPOLITAN

Legislative Assembly: BULLEEN

Utilities

Rural Water Business: Southern Rural Water

Metro Water Business: Yarra Valley Water Ltd

Melbourne Water: inside drainage boundary

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

Planning Zone Summary

Planning Zone: RESIDENTIAL GROWTH ZONE - SCHEDULE 2 (RGZ2)

SCHEDULE TO THE RESIDENTIAL GROWTH ZONE - SCHEDULE 2

Planning Overlays: DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 (DDO8)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8-1 (DDO8-1)

Further Planning Information

Planning scheme data last updated on 21 May 2015.

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

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

Information about the State, local, particular and general provisions of the local planning scheme that may affect

the use of the land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

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

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

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

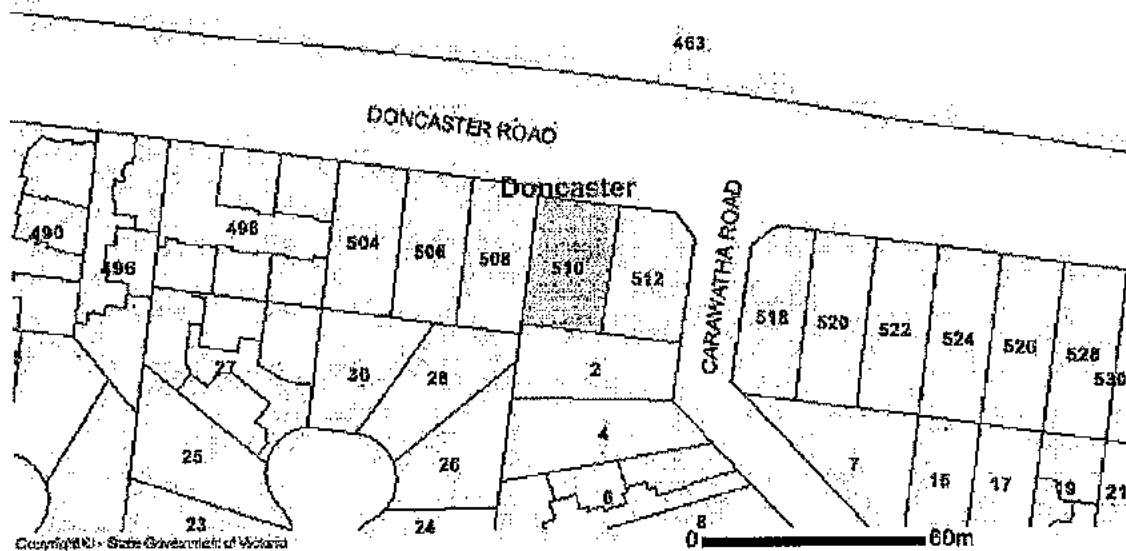
The Planning Property Report includes separate maps of zones and overlays

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

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

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

Area Map



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CERTIFICATE No: 29090725 DATE: 28/05/2015

PLANNING CERTIFICATE

Client: HWL Ebsworth Lawyers
DX: 564 Melbourne

Matter Ref: JLB:558566
Vendor: SENG KHOON LEE
Purchaser:

Subject Property: 512 DONCASTER ROAD DONCASTER VIC 3108

Title Particulars: Vol 8565 Fol 151

Municipality: MANNINGHAM

Planning Scheme: MANNINGHAM PLANNING SCHEME

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

Zone: RESIDENTIAL GROWTH ZONE - SCHEDULE 2

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

Design and Development Overlay: DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8-1

Development Contributions Plan Overlay: Not Applicable

Development Plan Overlay: Not Applicable

Environmental Audit Overlay: Not Applicable

Environmental Significance Overlay: Not Applicable

Heritage Overlay: Not Applicable

Public Acquisition Overlay: Not Applicable

Significant Landscape Overlay: Not Applicable

Special Building Overlay: Not Applicable

Vegetation Protection Overlay: Not Applicable

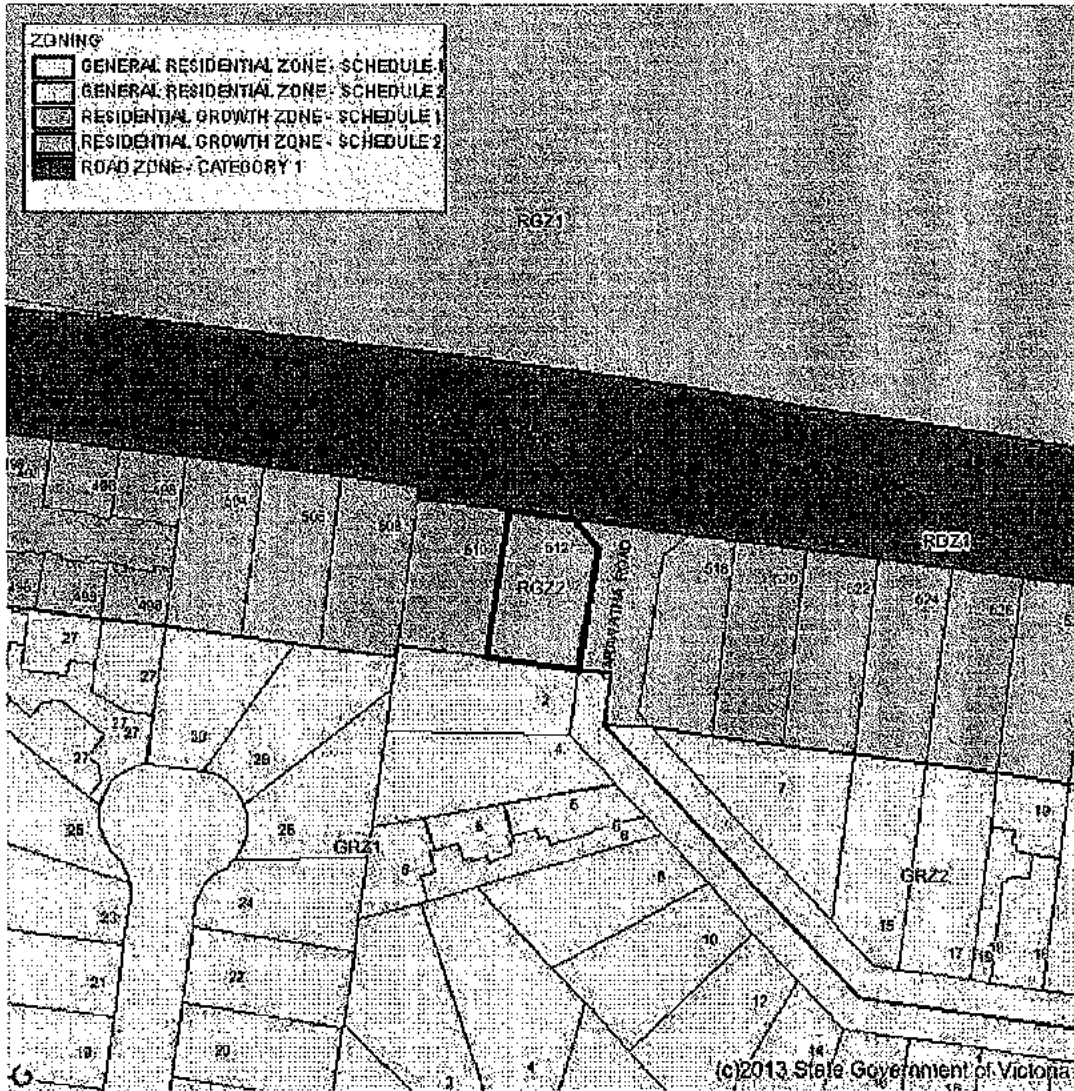
Other Overlays: Not Applicable

Proposed Planning Scheme Amendments: MANNINGHAM C108 PROPOSES TO INTRODUCE A GAMING LOCAL POLICY - PLANNING SCHEME CLAUSE 22.18 AND TO AMEND THE SCHEDULE TO THE GAMING PARTICULAR USE - PLANNING SCHEME CLAUSE 52.28-3

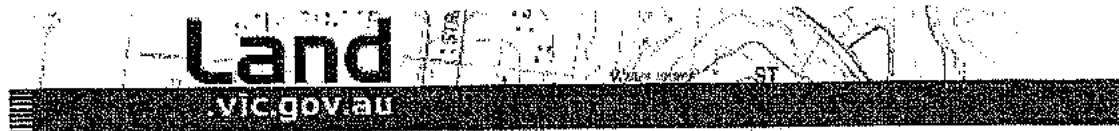
Additional Notes: Not Applicable

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

PLANNING CERTIFICATE



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Property Report from www.land.vic.gov.au on 27 May 2015 03:57 PM

Lot / Plan: Lot 2 LP43090

Address: 512 DONCASTER ROAD DONCASTER 3108

SPI (Standard Parcel Identifier): 2\LP43090

Local Government (Council): MANNINGHAM **Council Property Number:** 45147

Directory Reference: Melway 47 B1

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

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

Lot/Plan or Crown Description	SPI
Lot 2 LP43090	2\LP43090

State Electorates
Legislative Council: EASTERN METROPOLITAN

Legislative Assembly: BULLEEN

Utilities
Rural Water Business: Southern Rural Water

Metro Water Business: Yarra Valley Water Ltd

Melbourne Water: inside drainage boundary

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

Planning Zone Summary
Planning Zone: RESIDENTIAL GROWTH ZONE - SCHEDULE 2 (RGZ2)
SCHEDULE TO THE RESIDENTIAL GROWTH ZONE - SCHEDULE 2
Planning Overlays: DESIGN AND DEVELOPMENT OVERLAY (DDO)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 (DDO8)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8-1 (DDO8-1)
Further Planning Information

Planning scheme data last updated on 21 May 2015.

 A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State, local, particular and general provisions of the local planning scheme that may affect

 the use of the land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

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

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

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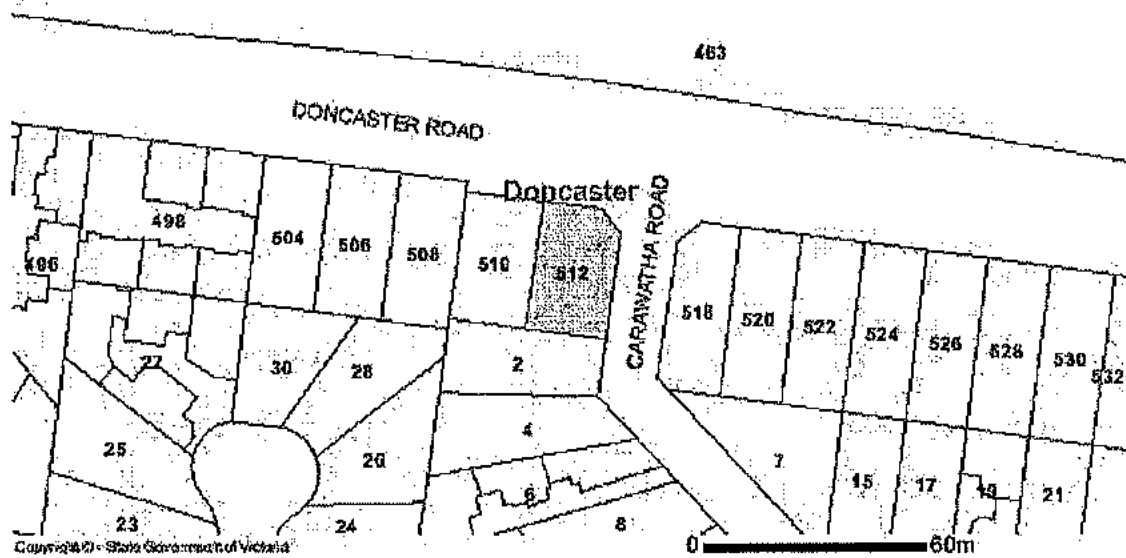
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Area Map



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MANNINGHAM PLANNING SCHEME
Manningham City Council (Responsible Authority)

PLANNING PERMIT

Permit No. PL14/024602

ADDRESS OF THE LAND

508 Doncaster Road DONCASTER VIC 3108
510 Doncaster Road DONCASTER VIC 3108
512 Doncaster Road DONCASTER VIC 3108

Lot 1 PS 74030 Vol 8658 Fol 541
Lot 1 PS 43090 Vol 8656 Fol 633
Lot 2 PS 43090 Vol 8665 Fol 151

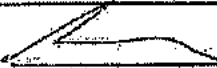
THE PERMIT ALLOWS

Construction of a part three, part four storey apartment building containing 41 dwellings with associated basement carparking, alteration (removal) of access to a road in a Road Zone 1 (RDZ1) and relocation of easements

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT

Conditions relating to the relocation of easements

1. Before the development starts, evidence of approval for the relocation of the drainage and sewerage easements must be obtained from the relevant authorities to the satisfaction of the Responsible Authority.
2. Before the development starts, the permit holder must relocate the existing drainage and sewerage easements to the satisfaction of the responsible authority.
3. Before the development starts, the engineering construction plans for the proposed relocation of easement and relevant computations must be submitted to and be approved by the responsible authority.
4. Before the development starts, the permit holder must construct outfall drainage works at no cost to the Responsible Authority, or otherwise agreed by the responsible authority, in accordance with an engineering construction plan approved by the responsible authority.
Before the works start:
 - 4.1 a supervision fee equal to 2.5% of the cost of construction of the drainage works must be paid to the Responsible Authority;
 - 4.2 a plan checking fee equal to 0.75% of the cost of construction of the drainage works must be paid to the Responsible Authority;
 - 4.3 a maintenance deposit equal to 5% of the cost of construction of the drainage works must be lodged with the Responsible Authority and retained thereafter for a minimum of three months; and


Natasha Swan
Signature for the Responsible Authority

Date Issued:

13 APR 2015

- 4.4 a schedule of costs for the construction of drainage works must be submitted to the responsible authority.
5. Before the development starts, a plan of the variation of the easements must be submitted for Certification by the Responsible Authority. The certified plan must be lodged with the Land Titles Office for registration.
6. Unless the plan for variation of easement approved by this permit is certified within 2 years of the date of this permit, then the permit will lapse.

Conditions relating to the development

7. Before the development starts, two copies of amended plans drawn to scale and dimensioned, must be submitted to and approved by the Responsible Authority. When approved the plans will be endorsed and will then form part of the permit. The plans must be generally in accordance with the plans submitted with the application (prepared by Sgourakis Architect, Revision B, dated 28 October 2014 and as received by Council on 29 October 2014) but modified to show:
 - 7.1 Apartment 207's Bedroom 2 labelled accordingly;
 - 7.2 Apartment 103 attributed a Bedroom 2, rather than two Bedroom 1s;
 - 7.3 Apartment 112's, Bedroom 1 south facing window relocated to the east and setback from the south-east corner of this wall;
 - 7.4 Apartment 301's west facing balcony screened in accordance with Standard B22 of Clause 55.04-6 of the Manningham Planning Scheme unless it can be demonstrated in section form that this is not necessary. The notation on the western elevation referring to a metal framed horizontal privacy screen should be updated/amended accordingly;
 - 7.5 A suitable alternative to the two lengthy privacy screens proposed across the western elevation opposite and above Apartment 104 to address overlooking from bedroom windows of Apartment 104 and Apartment 205 to reduce their bulky appearance. The alternative must be in accordance with Standard B22 of Clause 55.04-6 of the Manningham Planning Scheme.
 - 7.6 The design detail and location of solar protection to the west facing windows of Apartment 103 and 204 to the satisfaction of the Responsible Authority;
 - 7.7 The design of windows across the eastern elevation, and relevant floor plans, amended to reduce the verticality of the building's presentation to Carawatha Road to the satisfaction of the Responsible Authority;
 - 7.8 The retaining wall and front fence to Apartment 105 to be sited outside of the 1.83 metre easement proposed adjacent to the northern boundary;

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Date Issued:

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- 7.9 Section C-C amended to reflect the correct Level 2 Apartment and to provide a dimension demonstrating the height clearance between the vehicle entry/exit ramp and the bottom of Apartment 112;
- 7.10 The design detail of proposed horizontal screening at a scale of 1:20 or 1:50;
- 7.11 The elevations and materials and finishes schedule to be consistent with one another, and to include details of all paving, fencing, screening, retaining walls and any other facade treatments proposed;
- 7.12 The location and design details (height, material) of a screen to conceal the roof top infrastructure from any streetscape view;
- 7.13 The design details of the building's front entry, including an elevation drawing of the pedestrian entry canopy, letterboxes and screening of service cabinets;
- 7.14 The allocation of visitor and apartment car parking spaces with visitor spaces to be located in close proximity to the basement entry;
- 7.15 Details of external lighting to be installed to provide for safety for occupants of the building;
- 7.16 Retractable clotheslines to all ground level open spaces and balconies to limit their visibility to the street or adjoining properties;
- 7.17 Specifications of the raised planter boxes on the balconies of Apartments 307 and 308, including the provision of irrigation and drainage details;
- 7.18 The location of all air-conditioning units which must be appropriately sited and screened from streetscape views;
- 7.19 Capacity details of proposed rainwater tanks in accordance with the Sustainable Management Plan required by Condition 9 of this permit;
- 7.20 The solar hot water capacity, details of solar system to be utilised, including any solar panels, and other sustainability initiatives as per the Sustainability Management Plan required by Condition 9 of this permit;
- 7.21 A plan notation that the existing brick wall straddling the boundaries of 506 and 508 Doncaster Road will not be damaged where the brick wall is the property of 506 Doncaster Road;
- 7.22 New boundary fencing along the length of the western and southern boundaries to be erected on the legal title boundary and to be a minimum height of 2 metres;
- 7.23 Details of basement ventilation, including the location of any exhaust intake or outlet required;

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Date Issued: 14 3 APR 2015

- 7.24 A cross-sectional drawing of the western boundary demonstrating the drainage line and the retaining wall foundation detail;
- 7.25 A longitudinal section for the critical side of the vehicle crossing and vehicular access ramp to the entry of the basement to be taken from the centre of Carawatha Road;
- 7.26 Vehicle transitions within the basement to have a minimum distance of 2 metres, rather than 1.2m;
- 7.27 The development summary table updated to reflect the accurate number of apartments and car parking spaces; and
- 7.28 Any modifications required as a result of the Management Plans required by Conditions 9-11.

Endorsed Plans

- 8. The development as shown on the approved plans must not be modified for any reason, without the written consent of the Responsible Authority.

Sustainability Management Plan

- 9. Before the development starts or the issue of a building permit for the development, whichever is the sooner, two copies of an amended Sustainability Management Plan (SMP), prepared by a suitably qualified environmental engineer or equivalent must be submitted to and approved by the Responsible Authority. When approved the Plan will form part of the permit. The recommendations of the Plan must be incorporated into the design and layout of the development and must be implemented to the satisfaction of the Responsible Authority before the occupation of any dwelling. The Plan must be generally in accordance with the plan prepared by Eco Centre, dated 13 November 2014, but modified to show the following:

9.1 Energy Efficiency

- 9.1.1 Amend heating and cooling units to be consistent with Efficient HVAC system to be within one (1) star rating of best available;

9.2 Water

- 9.2.1 Amend dishwasher detail to be consistent with water to be within one (1) star rating of best available;

9.3 Rainwater Harvesting

- 9.3.1 Overflow to detention via gravity flow;
- 9.3.2 Clarification if clean water from roof areas is to be collected in the same rainwater tanks as terraced areas;

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Signature for the Responsible Authority

Date Issued:

11 APR 2015

9.3.3 Clarification on page 4 of the STEPS report in relation to the roof and terrace areas;

9.3.4 STORM water report and latest plans to reflect above changes.

Construction Management Plan

10. Before the development starts, two copies of a Construction Management Plan must be submitted to and approved by the Responsible Authority. When approved the plan will form part of the permit. The plan must address, but not be limited to, the following:

- 10.1 A liaison officer for contact by residents and the responsible authority in the event of relevant queries or problems experienced;
- 10.2 Hours of construction to be in accordance with Council's Local Law;
- 10.3 Delivery and unloading points and expected frequency;
- 10.4 On-site facilities for vehicle washing;
- 10.5 Parking facilities/locations for construction workers;
- 10.6 Other measures to minimise the impact of construction vehicles arriving at and departing from the land;
- 10.7 Methods to contain dust, dirt and mud within the site, and the method and frequency of clean up procedures;
- 10.8 The measures for prevention of the unintended movement of building waste and other hazardous materials and pollutants on or off the site, whether by air, water or other means;
- 10.9 An outline of requests to occupy public footpaths or roads, and anticipated disruptions to local services;
- 10.10 The measures to minimise the amount of waste construction materials;
- 10.11 Measures to minimise impact to existing boundary and front fencing on adjoining properties;
- 10.12 The measures to minimise noise and other amenity impacts from mechanical equipment/construction activities, especially outside of daytime hours; and
- 10.13 Adequate environmental awareness training for all on-site contractors and sub-contractors.

Waste Management Plan

Natasha Swan
Signature for the Responsible Authority

Date Issued: 13 APR 2015

11. Before the development starts, or the issue of a building permit for the development, whichever is the sooner, an amended Waste Management Plan must be submitted and approved to the satisfaction of the Responsible Authority. When approved the plan will form part of the permit. The Plan must generally be in accordance with the plan prepared by Leigh Design, dated 9 September 2014 but modified to provide for:
 - 11.1 The correct number of apartments;
 - 11.2 The private waste contractor to undertake waste collection from within the site, rather than Carawatha Road;
 - 11.3 No bins to be left on nature strip;
 - 11.4 The hours and frequency of pick up for general waste and recyclables;
 - 11.5 Swept path diagrams and turning templates to demonstrate that a waste service vehicle can undertake a 3-point turn and manoeuvre within the basement in order to exit the site in a forward direction;
 - 11.6 Demonstration that an adequate height clearance is available within the basement to allow a waste service vehicle to enter and exit the site;
 - 11.7 Details of the waste collection vehicle that will enter and exit the site and access waste facilities;
 - 11.8 Details on how hard waste will be disposed;
 - 11.9 A description on how residents will access waste facilities.
12. The Management Plans approved under Conditions 9-11 of this permit must be implemented and complied with at all times to the satisfaction of the Responsible Authority unless with the further written approval of the Responsible Authority.

Landscape Plan

13. Before the permitted development starts, a landscaping plan must be submitted to the Responsible Authority for assessment. The landscape plan must be prepared by a landscape architect or person of approved competence and must be generally in accordance with the approved site layout plan, and must show, as appropriate:
 - 13.1 Any details as relevant or directed by any other condition of this Permit;
 - 13.2 A planting schedule detailing species, numbers of plants, approximate height, spread of proposed planting and planting/pot size;
 - 13.3 Location, species and number of proposed plantings;
 - 13.4 Surface treatments;

Natasha Swan
Signature for the Responsible Authority

Date Issued: 12 APR 2014

- 13.5 Details of site and soil preparation, mulching and maintenance;
- 13.6 A minimum of two (4) canopy trees, capable of reaching a minimum mature height of 8.0 metres, within the front setback. The trees must be a minimum height of 1.5m at the time of planting;
- 13.7 A minimum of ten (20) canopy trees throughout the site, to be a minimum height of 1.5m at the time of planting;
- 13.8 Shallow-rooted, screen planting along the western boundary, to be a minimum height of 1.5m at the time of planting;
- 13.9 A layered planting treatment adjacent to the vehicular entry ramp which results in no planting greater than 900mm in height within the site lines for existing vehicles; and
- 13.10 Appropriate species of plants for planter boxes and within small sections, such as between retaining walls and fencing.

The use of synthetic grass as a substitute for open lawn area within secluded private open space or a front setback will not be supported. Synthetic turf may be used in place of approved paving decking and/or other hardstand surfaces.

Landscape Bond

- 14. Before the release of the approved plans under Condition 1, a \$10,000 cash bond or bank guarantee must be lodged with the Responsible Authority to ensure the completion and maintenance of landscaped areas and such bond or bank guarantee will only be refunded or discharged after a period of 13 weeks from the completion of all works, provided the landscaped areas are being maintained to the satisfaction of the Responsible Authority.
- 15. Before the occupation of the dwellings, landscaping works as shown on the approved plans must be completed to the satisfaction of the Responsible Authority and then maintained to the satisfaction of the Responsible Authority.

Stormwater — On-Site Detention System

- 16. The owner must provide on-site storm water detention storage or other suitable system (which may include but is not limited to the re-use of stormwater using rainwater tanks), to limit the Permissible Site Discharge (PSD) to that applicable to the site coverage of 35 percent of hard surface or the pre existing hard surface if it is greater than 35 percent. The PSD must meet the following requirements:
 - 16.1 Be designed for a 1 in 5 year storm; and
 - 16.2 Storage must be designed for 1 in 10 year storm.
- 17. Before the development starts, a construction plan for the system required by Condition No. 16 of this permit must be submitted to and approved by the Responsible Authority. The

Natasha Swan
Signature for the Responsible Authority

Date Issued:

13 APR 2015

system must be maintained by the Owner thereafter in accordance with the approved construction plan to the satisfaction of the Responsible Authority.

Drainage

18. Stormwater must not be discharged from the subject land other than by means of drainage to the legal point of discharge. The drainage system within the development must be designed and constructed to the requirements and satisfaction of the relevant Building Surveyor.

Basement Car Parking

19. Before the occupation of the approved dwellings, all basement parking spaces must be line-marked, numbered and signposted to provide allocation to each dwelling and visitors to the satisfaction of the Responsible Authority.
20. Visitor parking spaces must not be used for any other purpose to the satisfaction of the Responsible Authority.
21. Privacy screens and obscure glazing as required in accordance with the approved plans must be installed prior to occupation of the building to the satisfaction of the Responsible Authority and maintained thereafter to the satisfaction of the Responsible Authority.

Site Services

22. All upper level service pipes (excluding stormwater downpipes) must be concealed and screened respectively to the satisfaction of the Responsible Authority.
23. All plant and equipment that is not installed within the building must otherwise be installed in the area of plant and equipment on the roof of the building, unless otherwise agreed in writing with the Responsible Authority.
24. No air-conditioning units may be installed on the building (including on balconies) so as to be visible from public or private realm to the satisfaction of the Responsible Authority.
25. Any clothes-drying rack or line system located on a balcony must be lower than the balustrade of the balcony and must not be visible from off the site to the satisfaction of the Responsible Authority.
26. An intercom and an automatic basement door opening system (connected to each dwelling) must be installed, so as to facilitate convenient 24-hour access to the basement car park by visitors, to the satisfaction of the Responsible Authority.
27. A centralised TV antenna system must be installed and connections made to each dwelling to the satisfaction of the Responsible Authority.
28. No individual dish antennas may be installed on balconies, terraces or walls to the satisfaction of the Responsible Authority.

Natasha Swan
Signature for the Responsible Authority

Date Issued: 13 APR 2005

29. All services, including water, electricity, gas, sewerage and telephone, must be installed underground and located to the satisfaction of the Responsible Authority.

Maintenance

30. Privacy screens, obscure glazing, replacement boundary fencing as shown on the approved plans must be installed prior to occupation of the dwellings to the satisfaction of the Responsible Authority and maintained thereafter to the satisfaction of the Responsible Authority. The use of the obscure film fixed to transparent windows is not considered to be obscured glazing of an appropriate response to screen overlooking.
31. Buildings, paved areas, drainage and landscaping must be maintained to the satisfaction of the Responsible Authority.
32. Redundant crossovers must be removed and the footpath and kerb and channel reinstated to the satisfaction of the Responsible Authority.
33. Communal lighting must be connected to reticulated mains electricity and be operated by a time switch, movement sensors or a daylight sensor to the satisfaction of the Responsible Authority.
34. All noise emanating from any mechanical plant must comply with the relevant State noise control legislation and in particular, any basement exhaust duct/unit must be positioned, so as to minimise noise impacts on residents of the subject building and adjacent properties to the satisfaction of the Responsible Authority.

VicRoads Conditions

35. All disused or redundant vehicle crossings must be removed and the area reinstated to kerb and channel to the satisfaction of and at no cost to the Roads Corporation prior to the occupation of the buildings hereby approved.

Time Limit

36. This permit will expire if one of the following circumstances apply:
- 36.1 The development and use are not started within two (2) years of the date of the issue of this permit; and
- 36.2 The development is not completed within four (4) years of the date of this permit.

The Responsible Authority may extend these periods referred to if a request is made in writing by the owner or occupier either before the permit expires or in accordance with Section 69 of the Planning and Environment Act 1987.

Natasha Swan
Signature for the Responsible Authority

Date Issued: 11 3 APR 2016

PERMIT NOTES

Note: Under Section 69 of the Planning and Environment Act 1987 the owner or occupier of the land may apply to extend a permit either:

- Before it expires; or
- Within 6 months of the expiry if the permit has not been acted on; or
- Within 12 months of the expiry of the permit if the development was started lawfully before the permit expired.

Note: Before occupation of the approved apartment building, the development must be completed to the satisfaction of the Responsible Authority. The Responsible Authority must be advised in writing when all construction and works are completed to enable the site to be inspected for compliance with this permit.

Note: Plans submitted for approval for the on-site stormwater detention system should be forwarded to Council's Engineering and Technical Services Unit. For any queries in relation to these plans, please contact this Unit on 9846 9563.

Note: Prior to the construction of the vehicle crossing to Carawatha Road, the applicant is to obtain a Vehicle Crossing Permit.

Note: Before the development starts, formal consent to 'Build Over Easement' must be obtained to the satisfaction of the Responsible Authority. For any queries in relation to these plans please contact Engineering and Technical Services Unit on 9846 9542.

Note: The location and design of mail boxes must accord with Australia Post guidelines found at www.auspost.com.au/media/documents/Appendix_02_Aug13.pdf. Developers seeking additional information regarding this should call Australia Post Customer Service on 13 13 18.

Note: Additional wording has been added to Condition 10.2 to provide for accordance with Council's Local Law.

VicRoads Note: The proposed development requires reinstatement of disused crossovers to kerb and channel. Separate approval under the Road Management Act for this activity may be required from VicRoads. Please contact VicRoads prior to commencing any works.

Natasha Swan
Signature for the Responsible Authority

Date Issued:

13 APR 2015

Manningham City Council
699 Doncaster Road, Doncaster Victoria 3108 PO Box 1, Doncaster Victoria 3108
t 03 9840 9333 f 03 9848 3110 e manningham@manningham.vic.gov.au



Enquiries to: Building Dept
Telephone: 9840 9290
Ref No.: Bin15/31282

REQUEST FOR INFORMATION REGULATION 326

29 May 2015

SAI Global Property Division Pty Ltd
Dx 332
MELBOURNE

Dear Sir/Madam,

Your Ref: 29090286:49417455
Property: 508 Doncaster Road DONCASTER VIC. 3108
Lot 1 LP 74030 Vol 8658 Fol 541

I refer to your request for information dated 29/05/2015 pursuant to Building Regulation 326.
Council records indicate the following:

Building Permits issued in the preceding ten (10) years.	NIL
Details of any current Notices/Orders issued under Building Act:	NIL
- Land liable to flooding within the meaning of reg. 802 or 806	NO
- Subject to termite infestation under reg. 803	YES
- Subject to significant snowfalls under reg. 805	NO
- Land for which bushfire attack level has been specified in the Planning Scheme within the meaning of reg. 811(4)	NO

Please Note: Current law requires property owners to ensure all Swimming Pools & Spas are provided with complying barriers to restrict access by young children, in accordance with the Building Regulations.

Yours faithfully

RUSSELL MILLS
Municipal Building Surveyor

Manningham City Council
699 Doncaster Road, Doncaster Victoria 3108 PO Box 1, Doncaster Victoria 3108
t 03 9840 9333 f 03 9848 3110 e manningham@manningham.vic.gov.au



Enquiries to: Building Dept
Telephone: 9840 9290
Ref No.: Binf15/31263

REQUEST FOR INFORMATION REGULATION 326

29 May 2015

SAI Global Property Division Pty Ltd
Dx 332
MELBOURNE

Dear Sir/Madam,

Your Ref: 29090539:49417701
Property: 510 Doncaster Road DONCASTER VIC 3108
Lot 1 LP 43090 Vol 8356 Fol 633

I refer to your request for information dated 29/05/2015 pursuant to Building Regulation 326.
Council records indicate the following:

Building Permits issued in the preceding ten (10) years.	NIL
Details of any current Notices/Orders issued under Building Act:	NIL
- Land liable to flooding within the meaning of reg. 802 or 806	NO
- Subject to termite infestation under reg.803	YES
- Subject to significant snowfalls under reg. 805	NO
- Land for which bushfire attack level has been specified in the Planning Scheme within the meaning of reg. 811(4)	NO

Please Note: Current law requires property owners to ensure all Swimming Pools & Spas are provided with complying barriers to restrict access by young children, in accordance with the Building Regulations.

Yours faithfully

RUSSELL MILLS
Municipal Building Surveyor

Manningham City Council
609 Doncaster Road, Doncaster Victoria 3108 PO Box 1, Doncaster Victoria 3108
t 03 9840 9333 f 03 9848 3110 e manningham@manningham.vic.gov.au



Enquiries to: Building Dept
Telephone: 9840 9290
Ref No.: Binf15/31284

REQUEST FOR INFORMATION REGULATION 326

29 May 2015

SAI Global Property Division Pty Ltd
Dx 332
MELBOURNE

Dear Sir/Madam,

Your Ref: 29090725:49418429
Property: 512 Doncaster Road DONCASTER VIC 3108
Lot 2 LP 43090 Vol 9856 Fol 151

I refer to your request for information dated 29/05/2015 pursuant to Building Regulation 326.
Council records indicate the following:

Building Permits issued in the preceding ten (10) years.	NIL
Details of any current Notices/Orders issued under Building Act:	NIL
- Land liable to flooding within the meaning of reg. 802 or 806	NO
- Subject to termite infestation under reg. 803	YES
- Subject to significant snowfalls under reg. 805	NO
- Land for which bushfire attack level has been specified in the Planning Scheme within the meaning of reg. 611(4)	NO

Please Note: Current law requires property owners to ensure all Swimming Pools & Spas are provided with complying barriers to restrict access by young children, in accordance with the Building Regulations.

Yours faithfully

RUSSELL MILLS
Municipal Building Surveyor

MANNINGHAM CITY COUNCIL
 RATES OFFICE: 9840 9333
 FAX 9840 9443
 DX 30403, DONCASTER
 PO Box 1, DONCASTER 3108



LAND INFORMATION CERTIFICATE
 Section 229 of the Local Government Act 1989

This Certificate provides information regarding valuation, rates, fire services property levies, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Fire Services Property Levies Act 2012 or under local law or by-law of the Council, and specified flood level by Council (if any). This Certificate is not required to include information regarding planning, building, health, landfill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or relevant authority. A fee may be charged for such information.

Applicant: **SAI Global Property Division Pty Ltd**
Accounts Payable - Level 9
PO Box 5420
SYDNEY NSW 2001

Issue Date: **28/05/2015**

Customer Reference: **JLB:558566**

Certificate No: **LICe15/03246**

Agent Reference: **29090286:49417452**

Property No.: **45163**

Property Location: **508 Doncaster Road DONCASTER VIC 3108**

Property Description: **Lot 1 LP 74030 Vol 8658 Fol 541**

Site Value: **\$655000** Capital Improved Value: **\$760000** Net Annual Value: **\$38000**

Level of Valuation: **01-01-2014** Effective Date of Valuation: **01-07-2014**

Rates are levied on the Capital Improved Value. Rate in the \$: **0.002118**

RATES, CHARGES AND OTHER MONIES
 For the year ending 30th June 2015

Details of Rates, Fire Services Property Levies, Charges, Outstanding Notices and Works for which a charge has been made:

Description	Levied	Outstanding Arrears	Outstanding Current	Total Outstanding
General Rate	\$1609.60	\$0.00	\$0.00	\$0.00
Waste Service Option A	\$302.90	\$0.00	\$0.00	\$0.00
Fire Services Levy Residential	\$151.40	\$0.00	\$0.00	\$0.00
				\$0.00

PLEASE NOTE: IN ACCORDANCE WITH SECTION 175(1), LOCAL GOVERNMENT ACT, 1989, THE OWNER MUST PAY ALL RATES AND CHARGES THAT ARE CURRENT OR IN ARREARS WHICH ARE DUE AND PAYABLE.

PAGE 2 OF THIS CERTIFICATE MAY CONTAIN IMPORTANT INFORMATION PERTAINING TO THIS PROPERTY

MANNINGHAM CITY COUNCIL

LAND INFORMATION CERTIFICATE (CONT.)

Property Address: 508 Doncaster Road DONCASTER VIC 3108

Property No.: 45163

Certificate No.: LICe15/03246

ADDITIONAL INFORMATION

Flood Level Information

A Flood level has not been designated by Council under the Building Regulation 1994, advice on whether a flood level has been determined which affects this property should be sought from Melbourne Water.

Other (If Applicable)

Detached Dwelling

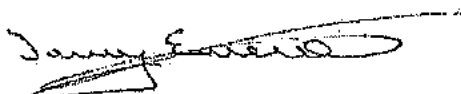
Important Notes:

1. This certificate may be updated verbally within the current financial year for up to three (3) months from date of issue. This certificate will not be updated after the end of the financial year in which it was issued. It should be noted that Council will only be held responsible for information given in writing. (i.e. A new certificate - not information provided or confirmed verbally.)
2. Rates, fire services property levies and charges not paid by the due dates are subject to penalty interest. Interest will continue to accrue at the rate fixed under Section 2 of the Penalty Interest Rates Act 1983 until such time as payment of outstanding rates, fire services property levies and charges is received.
3. This Land Information Certificate does not contain any information about the planning controls that apply to the land. Planning controls may regulate the use or development of the land. You should make enquiries of Council through its Planning Department or apply for a planning certificate under the *Planning and Environment Act 1987* to ascertain the planning controls that may apply to the land.
4. Payments are subject to clearance by the bank.
5. Council declared the rates and charges levied for the period 01/07/2014 to 30/06/2015 on 24/06/2014.
6. In accordance with Section 175 of the Local Government Act 1989, the purchaser must pay at settlement any rates, fire services property levies or charges (including interest) which are due and payable:
 - Instalments due by: 30/09/2014; 30/11/2014; 28/02/2015; 31/05/2015.

For further information, please contact Council's Rates Office on ☎ (03) 9840 9333

Receipt for the sum of \$20 being the fee for this Certificate is acknowledged.

I hereby certify that as at the date of this Certificate, the information given in this Certificate is true and correct and conforms with the requirements of the appropriate section of the Local Government Act 1989.



Authorised Officer

MANNINGHAM CITY COUNCIL
RATES OFFICE: 9840 9333
FAX 9840 9443
DX 30403, DONCASTER
PO Box 1, DONCASTER 3108



LAND INFORMATION CERTIFICATE

Section 229 of the Local Government Act 1989

This Certificate provides information regarding valuation, rates, fire services property levies, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Fire Services Property Levies Act 2012 or under local law or by-law of the Council, and specified flood level by Council (if any). This Certificate is not required to include information regarding planning, building, health, landfill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or relevant authority. A fee may be charged for such information.

Applicant: **SAI Global Property Division Pty Ltd**
Accounts Payable - Level 9
PO Box 5420
SYDNEY NSW 2001

Issue Date: **28/05/2015**

Customer Reference: **JLB:558566**

Certificate No: **LICe15/03247**

Agent Reference: **29090539:49417698**

Property No.: **45155**

Property Location: **510 Doneaster Road DONCASTER VIC 3108**

Property Description: **Lot 1 LP 43090 Vol 8356 Fol 633**

Site Value: **\$665000** Capital Improved Value: **\$735000** Net Annual Value: **\$36750**

Level of Valuation: **01-01-2014** Effective Date of Valuation: **01-07-2014**

Rates are levied on the Capital Improved Value. Rate in the \$: **0.002118**

RATES, CHARGES AND OTHER MONIES

For the year ending 30th June 2015

Details of Rates, Fire Services Property Levies, Charges, Outstanding Notices and Works for which a charge has been made:

Description	Levied	Outstanding Arrears	Outstanding Current	Total Outstanding
General Rate	\$1556.70	\$0.00	\$0.00	\$0.00
Waste Service Option A	\$302.90	\$0.00	\$0.00	\$0.00
Fire Services Levy Residential	\$149.70	\$0.00	\$0.00	\$0.00
				\$0.00

PLEASE NOTE: IN ACCORDANCE WITH SECTION 175(1), LOCAL GOVERNMENT ACT, 1989, THE OWNER MUST PAY ALL RATES AND CHARGES THAT ARE CURRENT OR IN ARREARS WHICH ARE DUE AND PAYABLE.

PAGE 2 OF THIS CERTIFICATE MAY CONTAIN IMPORTANT INFORMATION PERTAINING TO THIS PROPERTY

MANNINGHAM CITY COUNCIL

LAND INFORMATION CERTIFICATE (CONT.)

Property Address: 510 Doncaster Road DONCASTER VIC 3108

Property No.: 45155

Certificate No.: LICe15/03247

ADDITIONAL INFORMATION

Flood Level Information

A Flood level has not been designated by Council under the Building Regulation 1994, advice on whether a flood level has been determined which affects this property should be sought from Melbourne Water.

Other (If Applicable)

Detached Dwelling

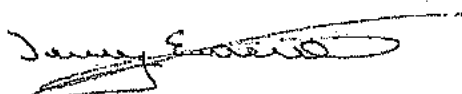
Important Notes:

1. This certificate may be updated verbally within the current financial year for up to three (3) months from date of issue. This certificate will not be updated after the end of the financial year in which it was issued. It should be noted that Council will only be held responsible for information given in writing. (i.e. A new certificate - not information provided or confirmed verbally.)
2. Rates, fire services property levies and charges not paid by the due dates are subject to penalty interest. Interest will continue to accrue at the rate fixed under Section 2 of the Penalty Interest Rates Act 1983 until such time as payment of outstanding rates, fire services property levies and charges is received.
3. This Land Information Certificate does not contain any information about the planning controls that apply to the land. Planning controls may regulate the use or development of the land. You should make enquiries of Council through its Planning Department or apply for a planning certificate under the *Planning and Environment Act 1987* to ascertain the planning controls that may apply to the land.
4. Payments are subject to clearance by the bank.
5. Council declared the rates and charges levied for the period 01/07/2014 to 30/06/2015 on 24/06/2014.
6. In accordance with Section 175 of the Local Government Act 1989, the purchaser must pay at settlement any rates, fire services property levies or charges (including interest) which are due and payable:
 - Instalments due by: 30/09/2014; 30/11/2014; 28/02/2015; 31/05/2015.

For further information, please contact Council's Rates Office on ☎ (03) 9840 9333

Receipt for the sum of \$20 being the fee for this Certificate is acknowledged.

I hereby certify that as at the date of this Certificate, the information given in this Certificate is true and correct and conforms with the requirements of the appropriate section of the Local Government Act 1989.



Authorised Officer

MANNINGHAM CITY COUNCIL
 RATES OFFICE: 9840 9333
 FAX 9840 9443
 DX 30403, DONCASTER
 PO Box 4, DONCASTER 3108



LAND INFORMATION CERTIFICATE

Section 229 of the Local Government Act 1989

This Certificate provides information regarding valuation, rates, fire services property levies, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Fire Services Property Levies Act 2012 or under local law or by-law of the Council, and specified flood level by Council (if any). This Certificate is not required to include information regarding planning, building, health, landfill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or relevant authority. A fee may be charged for such information.

Applicant: **SAI Global Property Division Pty Ltd**
Accounts Payable - Level 9
PO Box 5420
SYDNEY NSW 2001

Issue Date: **28/05/2015**

Customer Reference: **JLB:558566**

Certificate No: **LICe15/03248**

Agent Reference: **29090725:49418426**

Property No.: **45147**

Property Location: **512 Doncaster Road DONCASTER VIC 3108**

Property Description: **Lot 2 LP 43090 Vol 9856 Fol 151**

Site Value: **\$655000** Capital Improved Value: **\$790000** Net Annual Value: **\$39500**

Level of Valuation: **01-01-2014** Effective Date of Valuation: **01-07-2014**

Rates are levied on the Capital Improved Value. Rate in the \$: **0.002118**

RATES, CHARGES AND OTHER MONIES

For the year ending 30th June 2015

Details of Rates, Fire Services Property Levies, Charges, Outstanding Notices and Works for which a charge has been made:

Description	Levied	Outstanding Arrears	Outstanding Current	Total Outstanding
General Rate	\$1673.20	\$0.00	\$0.00	\$0.00
Waste Service Option E	\$235.25	\$0.00	\$0.00	\$0.00
Fire Services Levy Residential	\$153.30	\$0.00	\$0.00	\$0.00
				\$0.00

PLEASE NOTE: IN ACCORDANCE WITH SECTION 175(1), LOCAL GOVERNMENT ACT, 1989, THE OWNER MUST PAY ALL RATES AND CHARGES THAT ARE CURRENT OR IN ARREARS WHICH ARE DUE AND PAYABLE.

PAGE 2 OF THIS CERTIFICATE MAY CONTAIN IMPORTANT INFORMATION PERTAINING TO THIS PROPERTY

MANNINGHAM CITY COUNCIL

LAND INFORMATION CERTIFICATE (CONT.)

Property Address: **512 Doncaster Road DONCASTER VIC 3108**

Property No.: **45147**

Certificate No.: **LICc15/03248**

ADDITIONAL INFORMATION

Flood Level Information

A Flood level has not been designated by Council under the Building Regulation 1994, advice on whether a flood level has been determined which affects this property should be sought from Melbourne Water.

Other (If Applicable)

Detached Dwelling

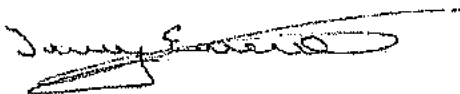
Important Notes:

1. This certificate may be updated verbally within the current financial year for up to three (3) months from date of issue. This certificate will not be updated after the end of the financial year in which it was issued. It should be noted that Council will only be held responsible for information given in writing. (i.e. A new certificate - not information provided or confirmed verbally.)
2. Rates, fire services property levies and charges not paid by the due dates are subject to penalty interest. Interest will continue to accrue at the rate fixed under Section 2 of the Penalty Interest Rates Act 1983 until such time as payment of outstanding rates, fire services property levies and charges is received.
3. This Land Information Certificate does not contain any information about the planning controls that apply to the land. Planning controls may regulate the use or development of the land. You should make enquiries of Council through its Planning Department or apply for a planning certificate under the *Planning and Environment Act 1987* to ascertain the planning controls that may apply to the land.
4. Payments are subject to clearance by the bank.
5. Council declared the rates and charges levied for the period 01/07/2014 to 30/06/2015 on 24/06/2014.
6. In accordance with Section 175 of the Local Government Act 1989, the purchaser must pay at settlement any rates, fire services property levies or charges (including interest) which are due and payable:
 - Instalments due by: 30/09/2014; 30/11/2014; 28/02/2015; 31/05/2015.

For further information, please contact Council's Rates Office on ☎ (03) 9840 9333

Receipt for the sum of \$20 being the fee for this Certificate is acknowledged.

I hereby certify that as at the date of this Certificate, the information given in this Certificate is true and correct and conforms with the requirements of the appropriate section of the Local Government Act 1989.



Authorised Officer



YARRA VALLEY WATER
ABN 83 668 302 561

Luakaw Street
Mitcham Victoria 3102

Private Bag 1
Mitcham Victoria 3102

DK 13204

F (03) 8672 1363

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

28th May 2015

HWL Ebsworth Lawyers via SAI Global Property
SAIGPROPERTY

Dear HWL Ebsworth Lawyers via SAI Global Property,

RE: Application for Water Information Statement

Property Address:	508 DONCASTER ROAD DONCASTER 3108
Applicant	HWL Ebsworth Lawyers via SAI Global Property SAIGPROPERTY
Information Statement	30145176
Conveyancing Account Number	2469580000
Your Reference	JLB.558566

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

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

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

Yours sincerely,

Steve Lennox
General Manager, Billing and Contact Services



YARRA VALLEY WATER
ARD 03 056 072 501

Locknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 0872 1353

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

Yarra Valley Water Encumbrance

Property Address	508 DONCASTER ROAD DONCASTER 3108
------------------	-----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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



YARRA VALLEY WATER
ABN 53 038 992 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (08) 9872 1853

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

Melbourne Water Encumbrance

Property Address	508 DONCASTER ROAD DONCASTER 3108
------------------	-----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

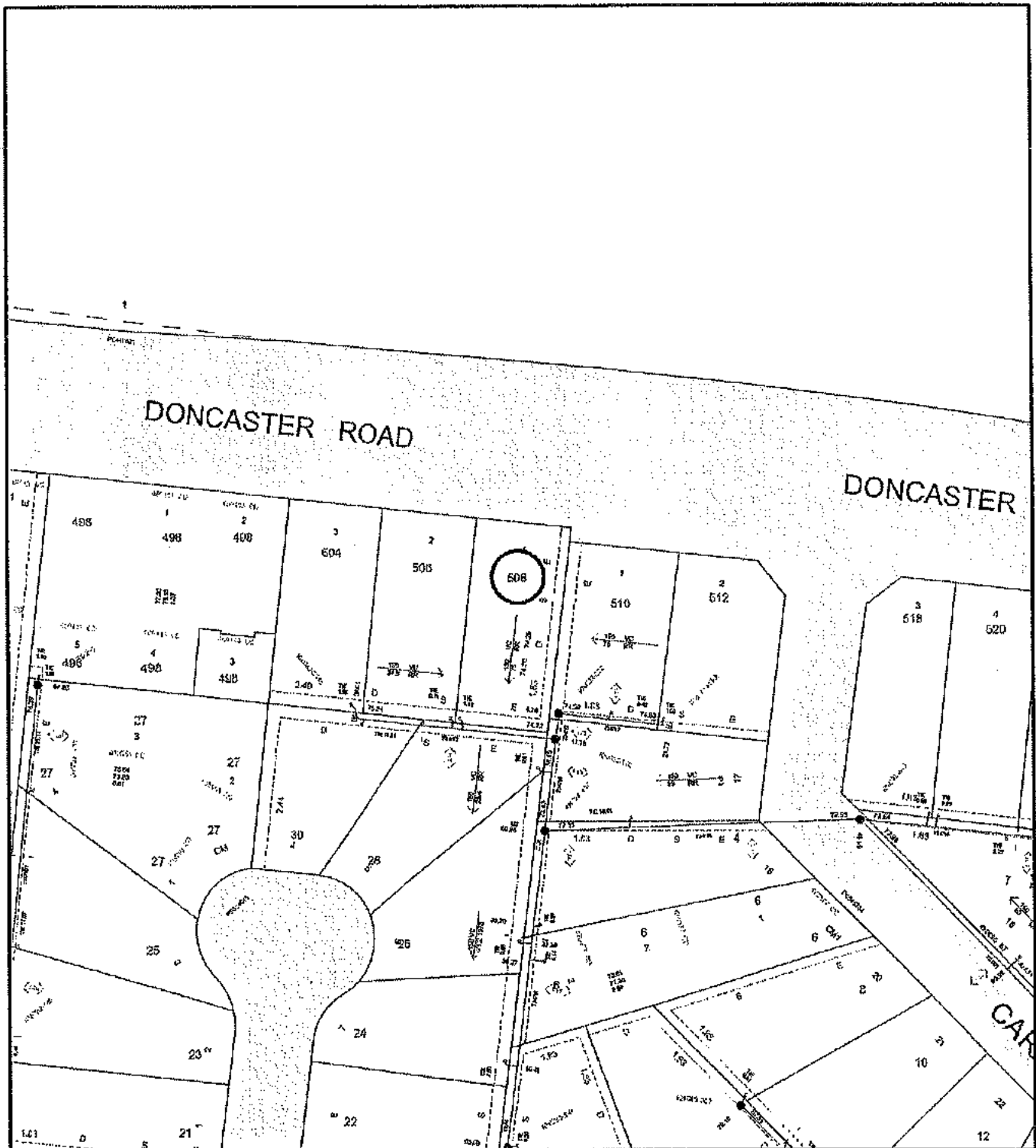
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

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

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

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



Yarra Valley Water
Information
Statement
Number : 30145176

Address 508 DONCASTER ROAD DONCASTER 3108
Date 28/05/2015
Scale 1: 1000



ABN 93 066 902 501

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

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





YARRA VALLEY WATER
ASH 03 068 902 501

Luoknow Street
Miltonham Victoria 3132

Private Bag 1
Miltonham Victoria 3132

DX 13204

F (03) 9872 1353

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

HWL Ebsworth Lawyers via SAI Global Property
SAIGPROPERTY
certificates@property.saiglobal.com

RATES CERTIFICATE

Account No: 7810829728
Rate Certificate No: 30145176

Date of Issue: 28/05/2015
Your Ref: JLB:558566

With reference to your request for details regarding

Property Address	Lot & Plan	Property Number	Property Type
508 DONCASTER RD, DONCASTER VIC 3108	1/LP74030	1309593	Residential

Agreement Type	Period	Charges	Outstanding
Residential Sewer Service Charge	01-04-2015 to 30-06-2015	\$86.88	\$0.00
Residential Water Service Charge	01-04-2015 to 30-06-2015	\$41.66	\$0.00
Parks Fee	01-07-2014 to 30-06-2015	\$70.62	\$0.00
Drainage Fee	01-04-2015 to 30-06-2015	\$23.19	\$0.00

Usage Charges are currently billed to a tenant under the Residential Tenancy Act

Other Charges:	
Interest	No interest applicable at this time
No further charges applicable to this property	
Total Arrears	\$0.00
Total Due	\$0.00

GENERAL MANAGER
BILLING AND CONTACT SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2014 – 30/09/2014 will include a Fairer Water Bills Savings of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. Any deferred property debt is included in the arrears figures.
5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial

information, please order a Rates Settlement Statement prior to settlement.

7. From 01/07/2014, Residential Water Usage is billed using the following step pricing system: 255.59 cents per kilolitre for the first 44 kilolitres; 299.87 cents per kilolitre for 44-88 kilolitres and 443.05 cents per kilolitre for anything more than 88 kilolitres

8. From 01/07/2014, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 213.82 cents per kilolitre



YARRA VALLEY WATER
ABN 93 008 892 501

Lucknow Street
Mitoham Victoria 3132

Private Bag 1
Mitoham Victoria 3132

DX 13284

F (08) 9872 1353

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

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

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 1309593

Address: 508 DONCASTER RD, DONCASTER VIC 3108

Water Information Statement Number: 30145176

Amount Paid:

\$

Please write the cheque amount in this field.



YARRA VALLEY WATER
ABN 95 966 902 601

Luoknow Street
Mileham Victoria 3132

Private Bag 1
Mileham Victoria 3132

DX 13204

F (08) 8972 1353

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

28th May 2015

HWL Ebsworth Lawyers via SAI Global Property
SAIGPROPERTY

Dear HWL Ebsworth Lawyers via SAI Global Property:

RE: Application for Water Information Statement

Property Address:	510 DONCASTER ROAD DONCASTER 3108
Applicant	HWL Ebsworth Lawyers via SAI Global Property SAIGPROPERTY
Information Statement	30145178
Conveyancing Account Number	2469580000
Your Reference	JLB:558566

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

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

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

Yours sincerely,

Steve Lennox
General Manager, Billing and Contact Services



YARRA VALLEY WATER
ABN 43 066 092 601

Luoknow Street
Miteham Victoria 3132

Private Bag 1
Miteham Victoria 3132

DX 19204

F (08) 8872 1558

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

Yarra Valley Water Encumbrance

Property Address	510 DONCASTER ROAD DONCASTER 3108
------------------	-----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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



YARRA VALLEY WATER
ABN 63 096 902 601

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 19204

F (03) 8872 1953

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

Melbourne Water Encumbrance

Property Address	510 DONCASTER ROAD DONCASTER 3108
------------------	-----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

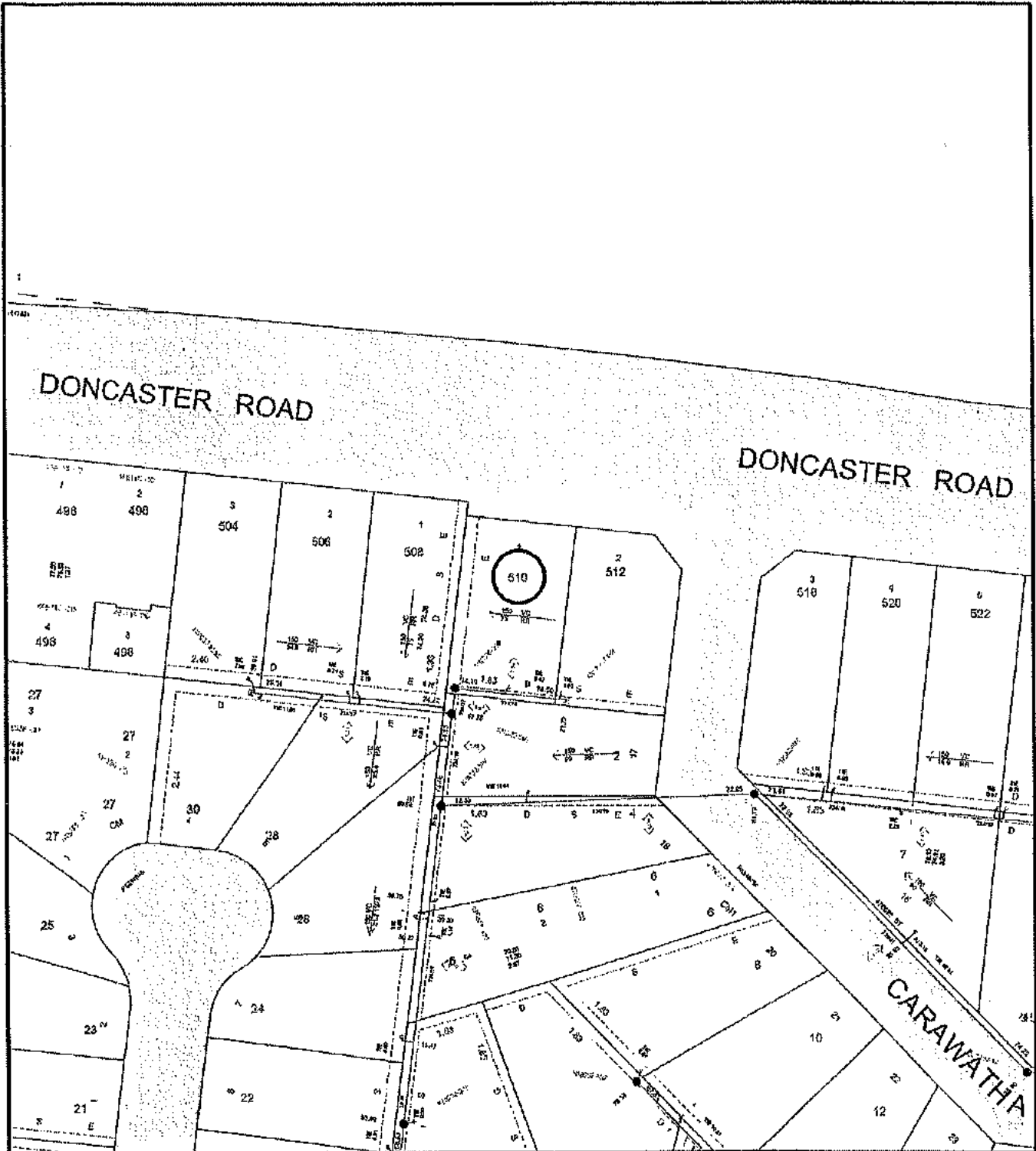
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

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

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

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



Yarra Valley Water
Information
Statement
Number : 30145178

Address 510 DONCASTER ROAD DONCASTER 3108
Date 28/05/2015
Scale 1: 1000



ABN 93 066 902 501

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

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





YARRA VALLEY WATER
ABN 89 006 002 501

Looknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E angulry@yvw.com.au
yvw.com.au

HWL Ebsworth Lawyers via SAI Global Property
SAIGPROPERTY
certificates@property.saiglobal.com

RATES CERTIFICATE

Account No: 0854706262
Rate Certificate No: 30145178

Date of Issue: 28/05/2015
Your Ref: JLB:558566

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
510 DONCASTER RD, DONCASTER VIC 3108	1LP43090	1309592	Residential

Agreement Type	Period	Charges	Outstanding
Residential Sewer Service Charge	01-04-2015 to 30-06-2015	\$86.88	\$0.00
Residential Water Service Charge	01-04-2015 to 30-06-2015	\$41.66	\$0.00
Parks Fee	01-07-2014 to 30-06-2015	\$70.62	\$0.00
Drainage Fee	01-04-2015 to 30-06-2015	\$23.19	\$0.00
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Total Arrears			\$0.00
Total Due			\$0.00

GENERAL MANAGER
BILLING AND CONTACT SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2014 – 30/09/2014 will include a Fairer Water Bills Savings of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. Any deferred property debt is included in the arrears figures.
5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial

information, please order a Rates Settlement Statement prior to settlement.

7. From 01/07/2014, Residential Water Usage is billed using the following step pricing system: 255.59 cents per kilolitre for the first 44 kilolitres; 299.87 cents per kilolitre for 44-88 kilolitres and 443.05 cents per kilolitre for anything more than 88 kilolitres

8. From 01/07/2014, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 213.82 cents per kilolitre



YARRA VALLEY WATER
ABN 95 060 802 481

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

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

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 1309592

Address: 510 DONCASTER RD, DONCASTER VIC 3108

Water Information Statement Number: 30145178

Amount Paid:

\$

Please write the cheque amount in this field.



YARRA VALLEY WATER
Abn 19 008 902 501

Luoknow Street
Miloham Victoria 3132

Private Bag 1
Miloham Victoria 3132

DX 13204

F (03) 6872 1353

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

28th May 2015

HWL Ebsworth Lawyers via SAI Global Property
SAIGPROPERTY

Dear HWL Ebsworth Lawyers via SAI Global Property,

RE: Application for Water Information Statement

Property Address:	512 DONCASTER ROAD DONCASTER 3108
Applicant	HWL Ebsworth Lawyers via SAI Global Property SAIGPROPERTY
Information Statement	30145183
Conveyancing Account Number	2469580000
Your Reference	JLB:558566

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

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

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

Yours sincerely,

Steve Lennox
General Manager, Billing and Contact Services



YARRA VALLEY WATER
ABN 63 034 967 551

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Yarra Valley Water Encumbrance

Property Address	512 DONCASTER ROAD DONCASTER 3108
------------------	-----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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



YARRA VALLEY WATER
A/N 53 656 992 501

Locknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

OX 13204

F (03) 8872 1353

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

Melbourne Water Encumbrance

Property Address	512 DONCASTER ROAD DONCASTER 3108
------------------	-----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

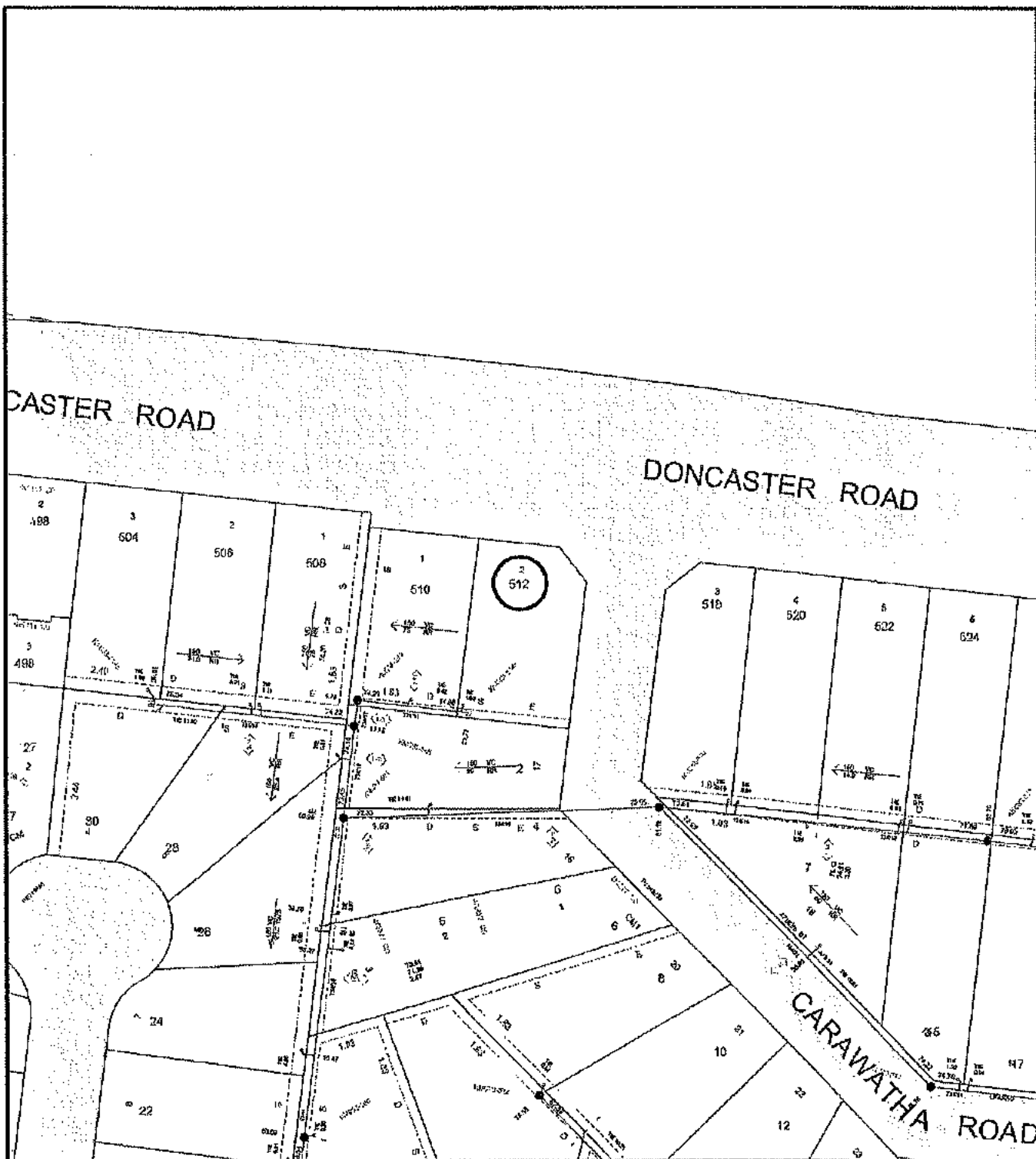
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

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

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

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



Yarra Valley Water
Information
Statement
Number : 30145183

Address 512 DONCASTER ROAD DONCASTER 3108

Date 28/05/2015

Scale 1: 1000

ABN 93 066 902 501



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

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





YARRA VALLEY WATER
ABN 93 065 462 601

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

HWL Ebsworth Lawyers via SAI Global Property
SAIGPROPERTY
certificates@property.saiglobal.com

RATES CERTIFICATE

Account No: 7256075252
Rate Certificate No: 30145183

Date of Issue: 28/05/2015
Your Ref: JLB:558566

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
512 DONCASTER RD, DONCASTER VIC 3108	2LP43090	1309591	Residential

Agreement Type	Period	Charges	Outstanding
Residential Sewer Service Charge	01-04-2015 to 30-06-2015	\$86.88	\$0.00
Residential Sewer Usage Charge $20.000000\text{KL} \times 0.702838 = 14.056760 \times 0.900000 =$ $12.651084 \times \$2.0999000 = \26.57	22-01-2015 to 23-04-2015	\$26.57	\$0.00
Estimated Average Daily Usage \$0.30			
Residential Water Service Charge	01-04-2015 to 30-06-2015	\$41.66	\$0.00
Residential Water Usage Charge $\text{Step 1} - 20.000000\text{KL} \times \$2.5523000 = \$51.05$	22-01-2015 to 23-04-2015	\$51.05	\$0.00
Estimated Average Daily Usage \$0.57			
Parks Fee	01-07-2014 to 30-06-2015	\$70.62	\$0.00
Drainage Fee	01-04-2015 to 30-06-2015	\$23.19	\$0.00
Other Charges:			
Interest	No interest applicable at this time.		
	No further charges applicable to this property		
		Total Arrears	\$0.00
		Total Due	\$0.00

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

GENERAL MANAGER
BILLING AND CONTACT SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2014 – 30/09/2014 will include a Fairer Water Bills Savings of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at

settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

4. Any deferred property debt is included in the arrears figures.

5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.

7. From 01/07/2014; Residential Water Usage is billed using the following step pricing system: 255.59 cents per kilolitre for the first 44 kilolitres; 299.87 cents per kilolitre for 44-88 kilolitres and 443.05 cents per kilolitre for anything more than 88 kilolitres

8. From 01/07/2014; Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 213.82 cents per kilolitre



YARRA VALLEY WATER
ABN 83 068 802 581

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

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

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 1309591

Address: 512 DONCASTER RD, DONCASTER VIC 3108

Water Information Statement Number: 30145183

Amount Paid:

\$

Please write the cheque amount in this field.

Land Tax Clearance Certificate

Land Tax Act 2005



HWL EBSWORTH LAWYERS VIA SAI GLOBAL PROPERTY
LEVEL 3, 355 SPENCER ST
WEST MELBOURNE VIC 3003

Your Reference: 29090286:49417453

Certificate No: 90996542

Issue Date: 28 MAY 2015

Enquiries: ESYSPROD

Land Address: 508 DONCASTER ROAD DONCASTER VIC 3108

Land Id	Lot	Plan	Volume	Folio	Taxable Value	Tax Payable
11166081	1	74030	8658	641	\$655,000	\$3,863.67

Vendor: SENG LEE

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax Details	Year	Proportional Tax	Penalty/Interest	Total
SENG KHOON LEE	2015	\$3,863.67	\$0.00	\$3,863.67

Arrears of Tax	Year	Proportional Tax	Penalty/Interest	Total

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

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

TAXABLE VALUE: \$655,000

AMOUNT PAYABLE: \$3,863.67

Paul Broderick
Commissioner of State Revenue

Land Tax Clearance Certificate - Remittance Advice

Certificate No: 90996542

Land ID: 11166081

Amount Payable: \$3,863.67

State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

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

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



Certificate No: 90996542

- Under Section 96 of the Land Tax Act 2005 (the Act), land tax is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
- If land tax is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
- The amount of land tax on this certificate relates to the amount of land tax due and payable as at the date of the application only and not to any future liability or the tax status of the land.
- A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax.
- If land tax will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO within 28 days after settlement.
- 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
 - the vendor, or
 - the purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO within 28 days after settlement.
- 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.
- If an amount certified is excessively high (for example, because a principal residence concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
- If no land tax is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
- 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.
- The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax.

For Information Only

SINGLE OWNERSHIP CALCULATION BASED ON A TAXABLE VALUE OF \$655,000

Land Tax = \$1,250.00

Calculated as \$975 plus (\$655,000 - \$600,000) multiplied by 0.500 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
In person	State Revenue Office Level 2, 121 Exhibition Street Melbourne Victoria

For SRO counter service hours, please visit www.sro.vic.gov.au/counter

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



Payment in person:

- Present this notice to the State Revenue Office
Level 2, 121 Exhibition Street
Melbourne Victoria
- Payment by cash or cheques only
- For SRO counter service hours, please visit www.sro.vic.gov.au/counter

Land Tax Clearance Certificate

Land Tax Act 2005



HWL EBSWORTH LAWYERS VIA SAI GLOBAL PROPERTY
LEVEL 3, 355 SPENCER ST
WEST MELBOURNE VIC 3003

Your Reference: 29090539:49417699
Certificate No: 90996576
Issue Date: 28 MAY 2015
Enquiries: ESYSPROD

Land Address: 510 DONCASTER ROAD DONCASTER VIC 3108

Land Id	Lot	Plan	Volume	Folio	Taxable Value	Tax Payable
11166073	1	43090	8356	633	\$665,000	\$3,922.66

Vendor: SENG LEE
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax Details	Year	Proportional Tax	Penalty/Interest	Total
SENG KHOON LEE	2015	\$3,922.66	\$0.00	\$3,922.66

Arrears of Tax	Year	Proportional Tax	Penalty/Interest	Total

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

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

TAXABLE VALUE: \$665,000

AMOUNT PAYABLE: \$3,922.66

Paul Broderick
Commissioner of State Revenue

Land Tax Clearance Certificate - Remittance Advice

Certificate No: 90996576
Land ID: 11166073
Amount Payable: \$3,922.66

State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

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

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



Certificate No: 90996576

- Under Section 96 of the Land Tax Act 2005 (the Act), land tax is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
- If land tax is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
- The amount of land tax on this certificate relates to the amount of land tax due and payable as at the date of the application only and not to any future liability or the tax status of the land.
- A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax.
- If land tax will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO within 28 days after settlement.
- 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
 - the vendor, or
 - the purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO within 28 days after settlement.
- 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.
- If an amount certified is excessively high (for example, because a principal residence concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
- If no land tax is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
- 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.
- The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax.

For Information Only

SINGLE OWNERSHIP CALCULATION BASED ON A
TAXABLE VALUE OF \$665,000

Land Tax = \$1,300.00

Calculated as \$975 plus (\$665,000 - \$600,000) multiplied by 0.500 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

Mall State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

In person State Revenue Office
Level 2, 121 Exhibition Street
Melbourne Victoria

For SRO counter service hours, please visit
www.sro.vic.gov.au/counter

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



Payment in person:

- Present this notice to the State Revenue Office
Level 2, 121 Exhibition Street
Melbourne Victoria
- Payment by cash or cheques only
- For SRO counter service hours, please visit
www.sro.vic.gov.au/counter

Land Tax Clearance Certificate

Land Tax Act 2005



HWL EBSWORTH LAWYERS VIA SAI GLOBAL PROPERTY
LEVEL 3, 355 SPENCER ST
WEST MELBOURNE VIC 3003

Your Reference: 2909072549418427

Certificate No: 90996631

Issue Date: 28 MAY 2015

Enquiries: ESYSPROD

Land Address: 512 DONCASTER ROAD DONCASTER VIC 3108

Land Id	Lot	Plan	Volume	Folio	Taxable Value	Tax Payable
11166065	2	43090	8565	151	\$655,000	\$3,863.67

Vendor: SENG LEE

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax Details	Year	Proportional Tax	Penalty/Interest	Total
SENG KHOON LEE	2015	\$3,863.67	\$0.00	\$3,863.67

Arrears of Tax	Year	Proportional Tax	Penalty/Interest	Total

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

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

TAXABLE VALUE:	\$655,000
AMOUNT PAYABLE:	\$3,863.67

Paul Broderick
Commissioner of State Revenue

Land Tax Clearance Certificate - Remittance Advice

Certificate No: 90996631
Land ID: 11166065
Amount Payable: \$3,863.67

State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

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

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



Certificate No: 90996631

- Under Section 96 of the Land Tax Act 2005 (the Act), land tax is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
- If land tax is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
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 - the purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO within 28 days after settlement.
- 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.
- If an amount certified is excessively high (for example, because a principal residence concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
- If no land tax is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
- 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.
- The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax.

For Information Only

SINGLE OWNERSHIP CALCULATION BASED ON A
TAXABLE VALUE OF \$655,000

Land Tax = \$1,250.00

Calculated as \$975 plus (\$655,000 - \$600,000) multiplied by 0.500 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
In person	State Revenue Office Level 2, 121 Exhibition Street Melbourne Victoria

For SRO counter service hours, please visit
www.sro.vic.gov.au/counter

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



Payment in person:

- Present this notice to the State Revenue Office
Level 2, 121 Exhibition Street
Melbourne Victoria
- Payment by cash or cheques only
- For SRO counter service hours, please visit
www.sro.vic.gov.au/counter

EPA Priority Sites Register Extract



Client: HWL Ebsworth Lawyers
DX: 564 Melbourne

Client Ref: JLB:558566
Certificate No: 29090286:49417457

Property Inquiry Details:

Street Address: 508 Doncaster Road
Suburb: DONCASTER
Map Reference: Melways Edition 39, Map No:47, Grid Letter: B, Grid Number: 1

Date of Search: 28/05/2015

Priority Sites Register Report:

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

Important Information about the Priority Sites Register:

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

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

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

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

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

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

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

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EPA Priority Sites Register Extract



Client: HWL Ebsworth Lawyers
DX: 564 Melbourne

Client Ref: JLB:558566
Certificate No: 29090539:49417703

Property Inquiry Details:

Street Address: 510 Doncaster Road
Suburb: DONCASTER
Map Reference: Melways Edition 39, Map No:47, Grid Letter: B, Grid Number: 1

Date of Search: 28/05/2015

Priority Sites Register Report:

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

Important Information about the Priority Sites Register:

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

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

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

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EPA Priority Sites Register Extract



Client: HWL Ebsworth Lawyers
DX: 564 Melbourne

Client Ref: JLB:558566
Certificate No: 29090725:49418431

Property Inquiry Details:

Street Address: 512 Doncaster Road
Suburb: DONCASTER
Map Reference: Melways Edillon 39, Map No:47, Grid Letter: B, Grid Number: 1

Date of Search: 28/05/2015

Priority Sites Register Report:

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

Important Information about the Priority Sites Register:

- You should be aware that the Priority Sites Register lists only those sites for which EPA has requirements for active management of land and groundwater contamination. Appropriate clean up and management of these sites is an EPA priority, and as such, EPA has issued either a: Clean Up Notice pursuant to section 62A, or a Pollution Abatement Notice (related to land and groundwater) pursuant to section 31A or 31B of the Environment Protection Act 1970 on the occupier of the site to require active management of these sites.
- The Priority Sites Register does not list all sites that are known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register.
- Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. Municipal planning authorities hold information about previous land uses, and it is advisable that such sources of information also be consulted.

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

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

Pursuant to Section 50 of the *Heritage Act 1995*

HWL Ebsworth Lawyers
via SAI Global Property
LEVEL 3 355 SPENCER ST, WEST MELBOURNE VIC 3003

CERTIFICATE NO:
19330148

PROPERTY ADDRESS:
508 DONCASTER ROAD
DONCASTER

PARCEL DESCRIPTION:
Lot 1 LP74030

1. There is no current application for inclusion of the place or object in the Heritage Register.
2. The place or object is not being considered for inclusion in the Heritage Register.
3. The place or object is not included in the Heritage Register.
4. The place or object is not included in the Heritage Inventory as an archaeological site or relic.
5. There is not an Interim Protection Order in force in respect of the place or object.
6. There is not a Repair Order for the carrying out of works in force in respect of the place.
7. There is not an Order of the Supreme Court in force to remedy or restrain a breach of the *Heritage Act 1995* in respect of a place or object.
8. The place is not in a World Heritage Environs Area.



Authorised Person

DATED: 28/05/2015

Note: This Certificate is valid at the date of issue.

Department of
Transport, Planning and
Local Infrastructure



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CERTIFICATE

Pursuant to Section 50 of the *Heritage Act 1995*

**HWL Ebsworth Lawyers
via SAI Global Property
LEVEL 3 355 SPENCER ST, WEST MELBOURNE VIC 3003**

**CERTIFICATE NO:
19330171**

**PROPERTY ADDRESS:
510 DONCASTER ROAD
DONCASTER**

**PARCEL DESCRIPTION:
Lot 1 LP43090**

1. There is no current application for inclusion of the place or object in the Heritage Register.
2. The place or object is not being considered for inclusion in the Heritage Register.
3. The place or object is not included in the Heritage Register.
4. The place or object is not included in the Heritage Inventory as an archaeological site or relic.
5. There is not an Interim Protection Order in force in respect of the place or object.
6. There is not a Repair Order for the carrying out of works in force in respect of the place.
7. There is not an Order of the Supreme Court in force to remedy or restrain a breach of the *Heritage Act 1995* in respect of a place or object.
8. The place is not in a World Heritage Environs Area.



Authorised Person

DATED: 28/05/2015

Note: This Certificate is valid at the date of issue.

Department of
Transport, Planning and
Local Infrastructure



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CERTIFICATE

Pursuant to Section 50 of the *Heritage Act 1995*

HWL Ebsworth Lawyers
via SAI Global Property
LEVEL 3 355 SPENCER ST, WEST MELBOURNE VIC 3003

CERTIFICATE NO:
19330213

PROPERTY ADDRESS:
512 DONCASTER ROAD
DONCASTER

PARCEL DESCRIPTION:
Lot 2 LP43090

1. There is no current application for inclusion of the place or object in the Heritage Register.
2. The place or object is not being considered for inclusion in the Heritage Register.
3. The place or object is not included in the Heritage Register.
4. The place or object is not included in the Heritage Inventory as an archaeological site or relic.
5. There is not an Interim Protection Order in force in respect of the place or object.
6. There is not a Repair Order for the carrying out of works in force in respect of the place.
7. There is not an Order of the Supreme Court in force to remedy or restrain a breach of the *Heritage Act 1995* in respect of a place or object.
8. The place is not in a World Heritage Environs Area.



Authorised Person

DATED: 28/05/2015

Note: This Certificate is valid at the date of issue.

Department of
Transport, Planning and
Local Infrastructure





CERTIFICATE No: 29090286 DATE: 28/05/2015

ROADS CERTIFICATE

Client: HWL Ebsworth Lawyers
DX: 564 Melbourne

Matter Ref: JLB:558566
Vendor: SENG KHOON LEE
Purchaser:

Subject Property: 508 DONCASTER ROAD DONCASTER VIC 3108

Title Particulars: Vol 8658 Fol 541

Municipality: MANNINGHAM

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: 29090539 DATE: 28/05/2015

ROADS CERTIFICATE

Client: HWL Ebsworth Lawyers
DX: 564 Melbourne

Matter Ref: JLB:558566
Vendor: SENG KHOON LEE
Purchaser:

Subject Property: 510 DONCASTER ROAD DONCASTER VIC 3108

Title Particulars: Vol 8356 Fol 633

Municipality: MANNINGHAM

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: 29090725 DATE: 28/05/2015

ROADS CERTIFICATE

Client: HWL Ebsworth Lawyers
DX: 564 Melbourne

Matter Ref: JLB:558566
Vendor: SENG KHOON LEE
Purchaser:

Subject Property: 512 DONCASTER ROAD DONCASTER VIC 3108

Title Particulars: Vol 8565 Fol 151

Municipality: MANNINGHAM

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.

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