

CONTRACT OF SALE

THE BELMONT
COLLECTION

TISHER LINER FC LAW

Contract of Sale & Vendor Statement

Vendor: The Belmont Collection LO Pty Ltd (ACN 645 220 408)
ATF the Belmont Collection LO Trust
Land: Lot..... 328-338 McKimmies Road, Mill Park VIC 3082
Ref: JT:SC:210229 (Stage 5)

Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

Cooling-off period (Section 31 of the *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 a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

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Contract of sale of land

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 (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

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/...../20.....

Print name(s) of person(s) signing:
.....

State nature of authority, if applicable:

This offer will lapse unless accepted within [25] clear business days (3 clear business days if none specified)

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:
..... on/...../20.....

Print name(s) of person(s) signing:
.....

State nature of authority, if applicable:

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

Particulars of sale

Vendor's estate agent

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Vendor

Name: **THE BELMONT COLLECTION LO PTY LTD (ACN 645 220 408) ATF THE BELMONT COLLECTION LO TRUST**
Address: Shop 4, 533 Mt Alexander Road, Moonee Ponds VIC 3039

Vendor's legal practitioner

Name: **TISHER LINER FC LAW PTY LTD**
Address: Level 2, 333 Queen Street, Melbourne 3000
Email: jtisher@tlfc.com.au
Tel: (03) 8600 9333 Fax: (03) 9670 6359 Ref: JT:SC:210229

Purchaser

Name:
Address:
ABN/ACN:
Tel:
Email:
Tax File No:

- ☐ Tick box if property is purchased by Trustee for a Trust – see special condition 33
If more than one purchaser, please indicate the basis on which the purchaser will buy the property:-
☐ Joint Tenants; or
☐ Tenants in Common in Equal Shares; or
☐ Tenants in common in the following percentages:
..... %
..... %

Purchaser's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Fax: DX Ref:

Land (general condition 7)

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

Lot No.

on proposed Plan of Subdivision PS845658D/S5 ("the Plan") and being part of the land described in the copy of the Register Search Statement - Volume 10162 Folio 392 and as attached to the Vendor Statement (subject to Special Condition 39).

The land includes all improvements and fixtures.

Property address

The address of the land is: Lot , 328-338 McKimmies Road, Mill Park VIC 3082

Goods sold with the land (general condition 6.3(f)) *(list or attach schedule)*

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

☐ Tick box to confirm if the installation of roller blinds is to be included within the Dwelling Price

Upgrade Options (at additional cost)**Payment**

Dwelling Price \$

Total Upgrade Price \$

Price \$

Deposit \$ 10% payable by / /20.....
(of which \$_____ has been paid)

Balance \$ payable at settlement

☐ Tick box if the vendor has agreed to provide to a depreciation schedule within (30) days from the Settlement Day

GST

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- ☐ GST (if any) must be paid in addition to the price if the box is checked
- ☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- ☐ This sale is a sale of a 'going concern' if the box is checked
- ☒ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

Settlement is due on the later of:

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

Lease (general condition 5.1)

☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)

☐ a lease for a term ending on / /20.....with [.....] options to renew, each of [.....] years

OR

☐ a residential tenancy for a fixed term ending on / /20

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

- ☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (general condition 20)

- ☐ This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than \$ Approval date://20

PURCHASER MUST COMPLETE DETAILS BELOW:-

FOREIGN INVESTMENT INFORMATION

The Purchaser declares that it:

- ☐ is an Australian Citizen or a person who holds a permanent resident visa
- ☐ Is a non Australian resident (foreign investor that requires approval) – see special condition 22.

Purchaser Nationality:.....

(Copy of passport is to be supplied)

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

DEPOSIT PAYMENT METHOD

The Purchaser will provide the Deposit by:

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

OWNER / OCCUPIER OR INVESTOR

The Purchaser advises that it is:

- ☐ an Owner / Occupier
- ☐ Investor

Special Conditions

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

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

1.1.1 **Additional Encumbrances** means all encumbrances, easements, rights, restrictions on use, covenants, dedications of land, agreements, leases, licences, or any other rights or arrangements relation to all or part of the land comprised in the Development which are:

- required by an Authority;
- reasonably and properly required by the Development;
- necessary to satisfy a requirement, notice or order relating to or affecting the Development or part thereof; and/or
- required by condition of the Permit or other approval to be obtained by an Authority in relation to the Development.

1.1.2 **Authority** means any government or other governmental, semi-governmental, local government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, Minister, statutory body or entity.

1.1.3 **Balance** means the balance payable at Settlement as set out in the Particulars of Sale.

1.1.4 **Bank** means a bank as defined as an authorised deposit taking institution within the meaning of the *Banking Act 1959* (Cth).

1.1.5 **Builder** means any registered builder appointed by the Vendor to carry out the works who is registered as a builder under the *Building Act 1993* (Vic).

1.1.6 **Building** means the building to be constructed on the land by the Builder.

1.1.7 **Building Legislation** means the *Building Act 1993* (Vic), the Building Code of Australia or the requirements of any Authority in relation to any improvements erected on the Land or any alterations or additions to the improvements.

1.1.8 **Building Works** means all the design, building and construction works to be carried out for the construction of a multi level dwellings and otherwise in accordance with special condition 15 hereof noting that the Vendor may vary the Building Works in accordance with the terms of the Contract and/or any variations to the Permit.

1.1.9 **Business Day** means any day on which trading banks (that expression is defined in section 5(1) of the *Banking Act 1959* (Cth)) are open in Melbourne for transaction of banking business.

1.1.10 **Completion** means completion of this Contract.

1.1.11 **Contaminant** means a solid, liquid, gas, odour, heat, sound, vibration, radiation or substance (including asbestos) which makes or may make the Land or the surrounding Environment:

- noxious or poisonous
- harmful or potentially harmful to the health, welfare or safety of human beings;

- poisonous, harmful or potentially harmful to animals, birds, wildlife, fish or other aquatic life;
 - poisonous, harmful or potentially harmful to plants or vegetation;
 - noxious, poisonous or offensive to these senses of human beings;
 - otherwise environmentally degraded; or
 - not comply with any Environmental Law.
- 1.1.12 **Contract** includes all parts of and schedules, annexures and exhibits to this Contract of Sale.
- 1.1.13 **Day of Sale** is the day by which both parties have signed this Contract.
- 1.1.14 **Deed of Novation** means a deed effecting a novation of this Contract substantially in the form attached to Annexure E and otherwise as altered, prepared and completed in the absolute discretion of the Vendor and by the Vendor's Legal Practitioner naming a purchaser of the Development as the New Vendor.
- 1.1.15 **Deposit** means the amount described as the deposit in the Particulars of Sale.
- 1.1.16 **Development** means the development and subdivision of the Site.
- 1.1.17 **Development Plans** means the plans in Annexure C.
- 1.1.18 **DBCT Act** means the *Domestic Building Contracts Act 1995 (Vic) (as amended)*.
- 1.1.19 **Domestic Building Contract** means a major domestic building contract complying with the requirements of the DBCT Act.
- 1.1.20 **Environment** includes all aspects of the surroundings of human beings including:-
- the physical characteristics of those surroundings, such as the land, the waters and the atmosphere;
 - the biological characteristics of those surroundings, such as the animals, plants and other forms of life; and
 - the aesthetic characteristics of those surroundings, such as their appearance, sounds, smells, tastes and textures.
- 1.1.21 **Environmental Law** means a law (whether past, present or future) of any government agency (including statutes, orders, awards and decrees) regulating or otherwise relating to the Environment including, but not limited to, any law relating to land use, planning, heritage, coastal protection, water catchments, solid waste, use of dangerous goods and hazardous substances, hazardous waste, waste water discharges, water quality, drinking water, groundwater, air emissions, air quality, hazardous substances (including, but not limited to, the lease, storage, discharge, disposal, arranging for disposal or reporting hazardous substances) contaminated land, building regulations, public and occupational health and safety, noxious trades or any other aspect of protection of the Environment or persons or Land.
- 1.1.22 **FIRB** means the Foreign Investment Review Board responsible for administering the Commonwealth of Australia's foreign investment policy under the provisions of the FIRB Act.
- 1.1.23 **FIRB Act** means the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* and any amendment to the FIRB Act.

- 1.1.24 **Fittings & Finishes Schedule** means the fittings & finishes schedule in Annexure A.
- 1.1.25 **Foreign Person** means a foreign person as defined in section 5 or section 21A of the FIRB Act or a person to whom 26A of the FIRB Act applies.
- 1.1.26 **Land** means the Land described in the Particulars of Sale as the Land sold.
- 1.1.27 **New Vendor** means the purchaser of the Development named in the Deed of Novation.
- 1.1.28 **Occupancy Permit** means the occupancy permit issued by the building surveyor or an authorised entity either in respect of the Development or in respect to the Land.
- 1.1.29 **Optional Upgrades** means the Upgrades and Prices listed in Annexure B.
- 1.1.30 **Owners Corporation** means the Owners Corporation, (or if there is more than one owners corporation, is a reference to all of the owners corporations) which will come into existence on the Registration of the Plan.
- 1.1.31 **Permit** means planning permit application number 716834 as amended from time to time.
- 1.1.32 **Plan** or **Plan of Subdivision** means proposed Plan of Subdivision No. PS845658D/S5 (subject to Special Condition 39), a copy of which is attached to the Vendor Statement and includes any amendment or alteration of that Plan from time to time and, on Registration, means that Plan in the form in which it is registered.
- 1.1.33 **Price** or **Purchase Price** means the amount set out under the heading payment and next to the word Price in the Particulars of Sale.
- 1.1.34 **Property** means the property sold pursuant to this Contract. The terms Land and property are used intermittently throughout this Contract, however they all mean the Land.
- 1.1.35 **Purchaser** means the person so described in the Particulars of Sale and includes the personal representatives, successors and permitted assigns of the Purchaser.
- 1.1.36 **Purchaser's Legal Practitioner or Conveyancer** means the person so described in the Particulars of Sale.
- 1.1.37 **Registration** means the issue of a notice by Land Registry stating that the Plan of Subdivision has been registered and the designation of separate title particulars for each lot on the Plan of Subdivision and **Registered** shall be read accordingly.
- 1.1.38 **Settlement** or **Settlement Date** means the date specified in the Particulars of Sale under the heading Settlement.
- 1.1.39 **Site** means the whole of the land in the Plan and contained in Register Search Statement - Volume 10162 Folio 392 situated at 328-338 McKimmies Road, Mill Park VIC 3082.
- 1.1.40 **Sunset Date** means the date which is thirty eight (38) months after the Day of Sale.
- 1.1.41 **Surveyor** means the surveyor appointed by the Vendor to prepare the plan.
- 1.1.42 **Tax Act** means the *Taxation Administration Act 1953* (Cth).
- 1.1.43 **Vendor** means the person so described in the Particulars of Sale and includes the personal representatives, successors and permitted assigns of the Vendor.

- 1.1.44 **Vendors Estate Agent** means the person so described in the Particulars of Sale.
- 1.1.45 **Vendor's Legal Practitioner** means the person so described in the Particulars of Sale.
- 1.1.46 **Vendor Statement** means the statement made by the Vendor under section 32 of the *Sale of Land Act 1962* (Vic) in accordance with Division 2 of Part II of that Act, a copy of which is attached.

1.2 Interpretation

Wherever appearing in this Contract:-

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

2. AMENDMENTS TO GENERAL CONDITIONS OF THE CONTRACT OF SALE

The parties agree as follows:

- 2.1 General conditions 6.4, 9, 12, 15, 16, 21, 22, 29, 31.2, 31.3, 31.4, 31.5, 31.6, 35.3(b) & 35.3(c) are deleted.
- 2.2 General condition 6.5 is amended by deleting the words "*and 6.4*".
- 2.3 General condition 33 is amended by deleting the reference to "*2%*" and inserting "*4%*".
- 2.4 General condition 35.4(c) shall be amended by deleting the words "*one year*" and inserting the words "*three years*".

3. ACKNOWLEDGMENTS

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

4. APPORTIONMENT OF PURCHASE PRICE AND FRACTIONAL INTERESTS

The Purchaser acknowledges and agrees that:-

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

5. PURCHASER'S INSPECTION / WARRANTIES / ACKNOWLEDGMENTS

- 5.1 The Purchaser acknowledges that he has inspected the Land hereby sold. The Purchaser warrants to the Vendor that, because of the Purchaser's own inspection and enquires, the Purchaser:-
 - 5.1.1 accepts the Land as it is and subject to all defects (latent or patent) and all dilapidation and infestation; and
 - 5.1.2 is satisfied about the purposes for which the Land may be used and about all restrictions and prohibitions on its development.
- 5.2 The Purchaser acknowledges that:-
 - 5.2.1 except for any disclosure by the Vendor or the Vendor's Estate Agent to the Purchaser in accordance with the provisions of the *Sale of Land Act 1962* (Vic) (as amended), no information, representation or warranty by the Vendor or the Vendor's Estate Agent (apart from those statements contained in the Vendor Statement, a copy of which is annexed to this Contract) was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser, and the Purchaser enters into this Contract solely on the basis of its own enquires and investigations relating to the Land;
 - 5.2.2 no information, representation or warranty has been so relied upon;
 - 5.2.3 there is no other contract, agreement or collateral warranty existing at the time of execution of this Contract which relates to the Land or the purchase of the Land by the Purchaser;

- 5.2.4 this Contract and the original Vendor Statement are the sole and full repository of the agreement between the Vendor, the Vendor's Estate Agent and the Purchaser;
- 5.2.5 it has not relied upon any information contained in any information memorandum, marketing material, brochure or advertisement prepared by or on behalf of the Vendor in relation to the sale of the Land;
- 5.2.6 any photographs and other images created for the marketing of the Development are for illustrative purposes only and cannot be relied upon by the Purchaser including without limitation, all colours, façade design and colouring, finishes, materials, depictions of landscaping and laneways and other representations of images used in marketing materials;
- 5.2.7 the area and dimensions of any display suite or model of the Development are not representative of actual area or dimensions of the Lot or any part thereof;
- 5.2.8 the information contained in any promotional material is for illustration purposes only and is subject to change. Statements, figures, calculations, plans, images and representations are indicative only;
- 5.2.9 the furniture layouts (if any) shown on any floor plans provided by the Vendor are not representative of any scale, are not to scale and do not represent items to be included in this Contract;
- 5.2.10 it is empowered to enter this Contract and can do so without consent from any other person or has already obtained that consent;
- 5.2.11 it is not prohibited by or under any law including without limitation the FIRB Act from entering into or completing this Contract;
- 5.2.12 the Vendor does not and has not made any warranty as to the availability of any building allowances or depreciation under the *Income Tax Assessment Act 1997* (Cth) (as amended);
- 5.2.13 Settlement of this Contract is not conditional or dependent upon the Purchaser obtaining any consent or approval lawfully necessary in order to enable the Land or any part of it to be used or occupied by the Purchaser or any other person for any purpose whatsoever, and is not conditional upon any matter referred to in this special condition; and
- 5.2.14 it will not make any requisition or objection or claim any compensation in respect of any non-compliance with any Building Legislation and must not call upon the Vendor to bear all or any part of the cost of complying with any Building Legislation.
- 5.3 The Vendor gives no warranty:
 - 5.3.1 that the improvements erected on the Land or any alterations or additions to the improvements comply with any Building Legislation;
 - 5.3.2 as to the use to which the Land may be put;
 - 5.3.3 that the use to which the Vendor has previously put the Land is permissible or permissible only with the consent of any authority under or pursuant to any statute, ordinance, regulation, by-law, town planning scheme or interim development order or other enactment or order of the Court and the Purchaser must obtain any use consent at the Purchaser's own expense; and
 - 5.3.4 in respect to the ceiling height of the Land or any lot in the Development.
- 5.4 The Purchaser acknowledges that it may have been given photographs or other images as part of the marketing materials. Such materials may include potential views that may be available from the completed Development. The Purchaser acknowledges that:

- 5.4.1 any photographs or images depicting potential views were reasonably anticipated as at the date that the photographs were created which is before the Day of Sale;
 - 5.4.2 the Vendor has no control over any developments surrounding or near the Development and the development of nearby properties may affect the actual views available; and
 - 5.4.3 the Plan or the Development Plans may be amended in accordance with the terms of this Contract.
- 5.5 The Purchaser acknowledges that the Vendor has the right to:
 - 5.5.1 grant a mortgage or charge over the Development and/or the Land which may be affected by the Development;
 - 5.5.2 sell the Development and novate its rights pursuant to this Contract;
 - 5.5.3 deal with its rights, privileges, benefits or obligations under this Contract whether by way of security or absolute assignment.
- 5.6 The Purchaser acknowledges and accepts that the areas (if any) represented to the Purchaser in writing, orally or in electronic form, either by the Vendor, the Agent or any marketing material provided to the Purchaser as being the indicative areas comprising the apartment and any external areas such as terraces (if applicable) are calculated based on the guidelines for measuring residential property (with decimal points rounded to the nearest whole number unless it is a midpoint decimal, such as 0.50) prepared by the Property Council of Australia's Method of Measurements for Residential Property (version 2006) ("PCA Method of Measurement), a copy of which is obtainable from the Property Council of Australia, Victoria Division, Level 7, 136 Elizabeth Street, Melbourne, Victoria. The Purchaser further acknowledges that such indicative areas are estimates only and are not binding and that the Purchaser has made their own enquiries and satisfied themselves in this regard.
- 5.7 The Purchaser shall make no objection, claim compensation or delay payment of the Balance because of anything in connection with:-
 - 5.7.1 any of the matters referred to in this special condition 5;
 - 5.7.2 any Contaminant on the Land or Development;
 - 5.7.3 any loss, damage, dilapidation, infestation, defect (latent or patent) or mechanical breakdown which may affect the Land;
 - 5.7.4 the roof or surface water drainage from the Land being connected to a sewerage service;
 - 5.7.5 there being or not being an easement or other right in respect of a service for the Land being a joint service or passing through another Land, or any service for another Land passing through the Land ("service" includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 5.7.6 the condition or existence or non-existence of services;
 - 5.7.7 the postal address that the council determines for the Land and/or Development;

6. PLANNING RESTRICTIONS

- 6.1 The Purchaser accepts the Land subject to:-
 - 6.1.1 All existing and proposed restrictions affecting the use, development or enjoyment of the Land under any act, environment planning instrument or deemed environmental planning instrument or resolution of an responsible authority made or which may later be made under the *Local Government Act 1989* (Vic), the *Planning and Environment*

Act 1987 (Vic), the *Environment Protection Act 1970 (Vic)*, the conditions of any planning permit or other act, planning approval or instrument applicable to the Land.

- 6.1.2 The lot entitlement and the lot liability set out on the Plan.
- 6.1.3 The rules contained in the *Owners Corporation Regulations 2007 (Vic)* as may have been amended from time to time.
- 6.1.4 All easements (registered or otherwise) and any other encumbrances affecting the whole or part of the Land described in Register Search Statement - Volume 10162 Folio 392.
- 6.1.5 All easements expressed or implied affecting the Land sold by virtue of the *Sale of Land Act 1962 (Vic)* or the Plan.
- 6.1.6 The Plan or the covenants or other similar restrictions affecting the whole or any part of the land described in the Plan or otherwise affecting the Land sold on the Settlement date.
- 6.2 The Purchaser shall take title subject to all such restrictions and conditions described in paragraph 6.1.1 hereof and shall not make any requisition or objection or claim on that ground any compensation with respect thereto or in respect of any proposed amendment to any planning control now or later applicable to the Land.
- 6.3 The restrictions and conditions described in special condition 6.1.1 hereof do not constitute a defect in the Vendor's title to the Land.
- 6.4 The Purchaser acknowledges having been made specifically aware of the terms of the Permit which are attached to the Vendor Statement including acknowledging the areas being transferred to Council under condition 5 and generally within the Permit.
- 6.5 Section 10(1) of the *Sale of Land Act 1962 (Vic)* does not apply in respect of the final location of any easements shown on the Plan and subject to the provisions of the *Sale of Land Act 1962 (Vic)* the Vendor may vary the final location of any easement shown on the Plan.
- 6.6 The Vendor may at its discretion further vary the terms of the Permit and the Development Plans. If such variation involves an amendment to the Plan, the Vendor will serve notice of any amendment to the Plan pursuant to section 9AC of the *Sale of Land Act 1962 (Vic)*.

7. ZONING

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

8. LAND & GOODS

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

9. DEPOSIT

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

- 9.1 The deposit moneys payable pursuant to this Contract of Sale shall not exceed ten per cent (10%) of the Price and are to be held on trust for the Purchaser until registration of the Plan and if the particulars of sale provide otherwise, then same shall be modified in accordance with this clause.
- 9.2 The parties authorise the Vendor's Legal Practitioner to invest the Deposit or part of it with a Bank and to be held on trust for the Purchaser until registration of the Plan subject at all times in compliance with section 9AA of the *Sale of Land Act 1962 (Vic)*. The parties agree not to make

any claim against the Vendor's Legal Practitioner in relation to the investment of the Deposit or part of it under this special condition.

9.3 The parties agree as follows:-

9.3.1 In this special condition "interest" means interest payable on the Deposit or that part of it invested under the special condition less all appropriate Bank charges, legal costs incurred in the administration of the account and duties or taxes payable in relation to the investment, the interest, and their withdrawal.

9.3.2 The Vendor is entitled to any interest which accrues on the Deposit unless the Purchaser is entitled to a refund of the Deposit, in which case, the Purchaser is entitled subject to special condition 9.3.3, to the interest.

9.3.3 The Purchaser must within 14 days from the Day of Sale provide the Vendor's Legal Practitioner such details of the Purchaser including but not limited to the Purchaser's tax file number, Australian Business Number, Australian Company Number and particulars of directors as may be required to satisfy the obligations herein;

9.3.4 If the Purchaser becomes entitled to a refund of the Deposit and the Purchaser has not provided its tax file number, the Vendor will pay to the Purchaser an amount equal to that interest less an amount equal to the Vendor's estimate of its liability for income tax on that interest.

9.4 A party must not make any claim against the Vendor's Legal Practitioner for taxes deducted from any interest referred to in this special condition because of failure of a party to give its tax file number to the Bank with which the Deposit is invested.

9.5 Upon the Registration of the Plan or if same shall have been Registered prior to this Contract of Sale being signed, the deposit payable pursuant to this Contract of Sale shall be dealt with in accordance with sections 25, 26 and 27 of the *Sale of Land Act 1962* (Vic).

10. BANK GUARANTEE

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

10.1 The bank guarantee is from a bank or institution acceptable to the Vendor;

10.2 The bank guarantee is in favour of the Vendor's Legal Practitioner;

10.3 The bank guarantee is provided to the Vendor's Legal Practitioner no later than the date the Deposit is due;

10.4 The bank guarantee being valid and enforceable for at least thirty eight (38) months;

10.5 At any time should the Purchaser breach any of the terms and conditions of this Contract, the Purchaser acknowledges that the Vendor may instruct the Vendor's Legal Practitioner to call upon the bank guarantee and monies paid by the Purchaser's bank shall be held on trust for the party properly entitled to it and, until the Plan is registered, subject to section 9AA of the *Sale of Land Act 1962* (Vic);

10.6 The Vendor or Vendors Legal Practitioner shall not be deemed to have accepted a bank guarantee merely by reason of its receipt by the Vendor, the Vendor's Legal Practitioner or the Vendor's Estate Agent;

10.7 The Vendor's Legal Practitioner will hold the bank guarantee on trust for the Purchaser in accordance with section 9AA of the *Sale of Land Act 1962* (Vic) until the earlier of the registration of the Plan or the Purchaser defaults under the Contract and the Vendor is entitled to the proceeds under the bank guarantee; and

- 10.8 If the Purchaser directs the Vendor's Legal Practitioner to draw down on the bank guarantee prior to settlement, the Vendor's Legal Practitioner may in its sole discretion (without being obliged to do so) agree to draw down on the bank guarantee and such funds shall be held on trust for the party properly entitled to it and, until the Plan is registered, subject to section 9AA of the Sale of Land Act 1962 (Vic). If the bank guarantee is so drawn down, the Purchaser shall be required to pay the Vendor's legal costs fixed at \$550.00 inclusive of GST.
- 10.9 The Purchaser must pay the Deposit to the Vendor's Legal Practitioner in clear funds on the first to occur of:
- 10.9.1 the Settlement Date;
- 10.9.2 any earlier date on which the Vendor rescinds or otherwise terminates this contract due to a default by the Purchaser having regard to the relevant provisions of the Sale of Land Act 1962 (Vic).
- 10.10 When the Purchaser pays the Deposit in accordance with this Special Condition 10.9, the Vendor's Legal Practitioner will return the bank guarantee to the Purchaser.

11. REGISTRATION OF PLAN

- 11.1 The Vendor shall lodge the proposed Plan with the relevant Council and upon the same being certified by the said Council and released to the Vendor or its Surveyors by the said Council, shall forthwith cause same to be lodged at the Land Titles Office for Registration.
- 11.2 The Vendor may, in its absolute discretion determine to appoint an alternate Surveyor or alternate Surveyors.
- 11.3 The Vendor reserves the rights to make any alterations in and to the said Plan to secure its Registration by the Land Titles Office. Subject to the provisions of the *Subdivision Act 1988* (Vic) and section 9AC of the *Sale of Land Act 1962* (Vic), no objection or requisition shall be made by the Purchaser on the grounds that the measurements on the said Plan as finally accepted by the Land Titles Office do not accord with the said Plan as annexed to the Vendor's Statement annexed hereto.
- 11.4 The period between the Day of Sale and the Sunset Date is the specified period for the purposes of section 9AE(2) of the *Sale of Land Act 1962* (Vic).
- 11.5 In the event that the Plan is not Registered by the Land Titles Office by the Sunset Date, then:
- 11.5.1 the Purchaser may at any time after the Sunset Date but before Registration of the Plan, rescind the Contract whereupon the Deposit together with any interest accrued (less costs, duties and expenses incurred in connection therewith) will be refunded to the Purchaser and neither party shall otherwise have any claim, demand or right of action whatsoever against the other; and/or
- 11.5.2 the Vendor may, at any time after the Sunset Date but before Registration of the Plan, by notice in writing delivered to the Purchaser in accordance with the terms of Section 10B(3) of the *Sale of Land Act 1962* (Vic) request that the Purchaser consent to the rescission of this Contract whereupon if such consent is provided, the Contract shall be at an end and the Deposit together with any interest accrued (less costs, duties and expenses incurred in connection therewith) will be refunded to the Purchaser and neither party shall otherwise have any claim, demand or right of action whatsoever against the other.
- 11.6 For the purposes of Section 10F of the *Sale of Land Act 1962* (Vic):
- 11.6.1 the Vendor is required to give notice of a proposed rescission of this Contract under special condition 11.5.2; and
- 11.6.2 the Purchaser has the right to consent to the proposed rescission of this Contract but is not obliged to consent; and

- 11.6.3 the Vendor has the right to apply to the Supreme Court for an order permitting the Vendor to rescind this Contract; and
- 11.6.4 the Supreme Court may make an order permitting the rescission of this Contract if satisfied that making the order is just and equitable in all the circumstances.
- 11.7 In the event that the Purchaser does not consent to the Vendor's request referred to in special condition 11.5.2, the Purchaser acknowledges and agrees that the Vendor may apply to the Supreme Court of Victoria for an order permitting the Vendor to rescind this Contract in accordance with Section 10E of the Sale of Land Act 1962 (Vic).

12. SUBDIVISION PROVISIONS

12.1 If at any time from the Day of Sale:-

- 12.1.1 The Vendor is refused (or forms the view that it is likely to be refused) any permit required to enable the subdivision in accordance with the Plan of Subdivision to proceed or to enable the Development to proceed in accordance with the Plans and Specifications or required to enable construction of the Building Works; or
- 12.1.2 Any such permit contain conditions which the Vendor in its sole discretion deems unsatisfactory or unacceptable; or
- 12.1.3 The Council fails for any reason to certify the Plan of Subdivision; or
- 12.1.4 Any requirement imposed on the Registration of the Plan of Subdivision is in the opinion of the Vendor too onerous to perform; or
- 12.1.5 For any reason the Vendor (acting reasonably) determines that it will not proceed with the construction of the Building (excluding demolition and ground works) within the Registration Period; or
- 12.1.6 And prior to the commencement of the construction of the Building, the Vendor cannot obtain finance on terms and conditions acceptable to the Vendor;

then the Vendor may by notice in writing delivered to the Purchaser rescind this Contract whereupon the Deposit together with any interest accrued (less costs, duties and expenses incurred in connection therewith) will be refunded to the Purchaser and neither party shall otherwise have any claim, demand or right of action whatsoever against the other.

- 12.2 In addition to the rights set out above, the Vendor may at any time prior to commencement of the construction works, terminate this Contract by notice in writing to the Purchaser whereupon the deposit together with any interest accrued (less costs, duties and expenses incurred in connection therewith) will be refunded to the Purchaser. If the Vendor exercises such rights, it shall not be required to compensate the Purchaser in any way whatsoever and neither party shall otherwise have any claim, demand or right of action whatsoever against the other. For the purpose of this special condition, construction works means, excavation works on the Site.
- 12.3 Subject to section 9AC of the *Sale of Land Act 1962* (Vic), the Purchaser shall not be entitled to make any requisition, objection or claim compensation or to rescind or determine this Contract on the grounds that the Vendor exercises its rights pursuant to its rights under special conditions 11 or 12 or because the said Plan as Registered does not accord with the said Plan as disclosed in the Vendor Statement in respect of the following:-
 - 12.3.1 any variations between the lots sold by this Contract and the corresponding lots as shall be shown on the said Plan when Registered;
 - 12.3.2 any variations between the number, size or location of lots or common property as presently appearing on the said Plan and as shall appear on the said Plan when Registered;

- 12.3.3 any variations made to structural column size presently appearing on the said Plan and as shall appear on the Plan when registered;
- 12.3.4 any alteration made prior to Registration of the said Plan to the schedule of lot entitlement and the schedule of lot liability or to either of them as presently shown on the said Plan in respect of any lot;
- 12.3.5 any alleged misdescription of the Land or deficiency in its area of measurements; or
- 12.3.6 any amendment or alteration to the Plan (including alterations to the lot entitlement or lot liability attributed to the Property) which does not materially and detrimentally affect the Purchaser.
- 12.4 The Purchaser agrees that any alteration to the Plan which results in a change to the area of the Property of less than 5% as determined by the PCA Method of Measurement is a minor variation or discrepancy and does not materially or detrimentally affect the Purchaser.
- 12.5 The Land is sold and the Purchaser shall take title to it subject to the provisions of the *Subdivision Act 1988* (Vic) and subject to and on the basis of:
 - 12.5.1 the lot entitlement and the lot liability set out in the said Plan in respect of the lot or lots contracted to be sold ("Lot");
 - 12.5.2 the respective lot entitlement and lot liabilities of all other lots in the said Plan with respect to each other and with respect to the Lot;
 - 12.5.3 all easements and other encumbrances or restrictions whether express or implied which affect the Lot or the common Land by virtue of the *Subdivision Act 1988* (Vic); and
 - 12.5.4 the rules and regulations applicable under the *Subdivision Act 1988* (Vic) (together with variations).
- 12.6 If there is a car park lot, the parties acknowledge and agree that the Vendor may at its sole discretion alter the position of the car park lot including but not limited to, relocating the car park lot or providing a car park stacker as opposed to a separate car park lot. The Purchaser shall not be entitled to make any requisition, objection or claim compensation or to rescind or determine this Contract as a result of the matters contained in this special condition.
- 12.7 If there is a storage lot, the parties acknowledge and agree that the Vendor may at its sole discretion alter the position of the storage lot including but not limited to, relocating the storage lot or providing a separate storage lot. The Purchaser shall not be entitled to make any requisition, objection or claim compensation or to rescind or determine this Contract as a result of the matters contained in this special condition.
- 12.8 Where the Land includes a separate car park lot and/or storage lot, the parties acknowledge that the Plan may be amended prior to certification by either the Vendor at its discretion or at the direction of the relevant Council, to provide for the lot on the Plan to be noted in parts where one certificate of title will be provided at settlement which incorporates the unit lot as a part title and/or the car park lot (if this has been purchased) as a part title and/or the storage lot (if this has been purchased) as a part title. The Purchaser shall not be entitled to make any requisition, objection or claim compensation or to rescind or determine this Contract as a result of the matters contained in this special condition.
- 12.9 Subject to section 9AC of the *Sale of Land Act 1962* (Vic), the Purchaser acknowledges that the Vendor may before or after Settlement amalgamate or merge any lots on the Plan, create or reduce the number of lots on the Plan and/or reduce or increase the size of any common area on the Plan. The Purchaser shall not be entitled to make any requisition, objection or claim compensation or to rescind or determine this Contract as a result of the matters contained in this special condition.

13. **OWNERS CORPORATION**

13.1 The Purchaser acknowledges and understands that:-

- 13.1.1 The Owners Corporation will commence activities upon Registration of the Plan of Subdivision.
- 13.1.2 The Purchaser will become a member of the Owners Corporation upon Settlement.
- 13.1.3 The Purchaser will be required to pay levies to the Owners Corporation. The Purchaser acknowledges that the estimated contributions for fees/levies contained in the Schedule attached to the Vendor Statement are an estimate only and the Purchaser cannot delay settlement or seek compensation as a result of any change. The Purchaser acknowledges that the fees or levies will be determined as soon as practicable after registration of the Plan.
- 13.1.4 The Purchaser buys subject to the Owners Corporation standard rules contained in the *Owners Corporation Regulations 2007* (Vic) and the owners corporation rules set out in Annexure D, which may alter prior to Settlement but only to the extent necessary to facilitate and enhance the quality of the development, as determined by the Vendor.
- 13.1.5 The Vendor will appoint a managing agent for the Owners Corporation.
- 13.1.6 The Vendor will arrange for the Owners Corporation to take out the required insurance on Registration of the Plan.
- 13.1.7 The Vendor intends to adopt the owners corporation rules set out in Annexure D and reserves its rights to amend such rules or make new owners corporation rules prior to Settlement.
- 13.1.8 The Vendor may at its discretion conduct any marketing activities whatsoever in the Development including but not limited to placing signs in and about the Development.
- 13.1.9 The Vendor may vote in favour of resolutions of the Owners Corporation after the Plan has registered but prior to Settlement to:
 - (a) Grant rights and give consent, direction and permission for the management and administration of the Owners Corporation and the common property;
 - (b) Grant rights including by way of a licence, lease or easement over the common property; and
 - (c) Further subdivide or dispose of the common property or any lots under section 32 or any other provision of the *Subdivision Act 1988* (Vic). The Vendor acknowledges and agrees that if any amendment to the Plan is required as a result of this special condition, the Vendor will serve notice of the amendment of the Plan on the Purchaser pursuant to section 9AC of the *Sale of Land Act 1962* (Vic).
 - (d) Introduce a special levy for the purpose of purchasing furniture and/or equipment that may be required to be installed in the Common Property to facilitate and enhance the quality of the Development as may be determined by the Vendor in its sole discretion. If a special levy is introduced, the Purchaser will be required to pay such levy when it falls due.
- 13.1.10 The Vendor may (but is not obliged to) cause the Owners Corporation to enter into agreements with third parties (to the extent that it is able and subject to compliance with all laws) for the right to provide the Development with services, utilities and amenities.

- 13.2 The Purchaser may not make any requisition or objection, claim compensation or refuse or delay Settlement for any matter affecting the Land under the *Subdivision Act 1988* (Vic) or as a result of the provisions set out in special condition 13 hereof.
- 13.3 The Vendor may in its sole discretion for the benefit of the development procure additional owners corporation rules (in addition to those set out in Annexure D) to be adopted at the first meeting of the Owners Corporation. A copy of any additional owners corporation rules will be provided to the Purchaser prior to Settlement. The Purchaser shall not be entitled to make any claim against the Vendor in relation to the additional owners corporation rules and the Purchaser shall not be entitled to delay Settlement if the additional rules are not provided to the Purchaser prior to Settlement.
- 13.4 The Purchaser acknowledges and agrees that while the Vendor remains the owner or occupier of any part or parts of the Development:-
- 13.4.1 the Purchaser will not exercise any of the Purchaser's rights or powers as a member of the Owners Corporation or any committee of the Owners Corporation in such a way as would:-
- (a) hinder the completion of the construction of any building forming part of the Development; or
 - (b) hinder the Vendor's marketing activities relating to the sale of any lots in the Development owned by the Vendor; or
 - (c) delay, impede or prevent the passage of any special resolution for any proposal for the Owners Corporation to adopt any owners corporation rules; or
 - (d) delay, impede or prevent the Owners Corporation entering into any agreement affecting the common land of the Owners Corporation if reasonably required by the Vendor; or
 - (e) be contrary to the reasonable directions of the Vendor from time to time; and
- 13.4.2 the Purchaser will exercise its rights as a member of the Owners Corporation as directed by the Vendor (acting reasonably) from time to time; and
- 13.4.3 any owners corporation rules that may apply or subsequently be adopted will not apply to or be enforceable against the Vendor (or its agents, employees and contractors) where to do so would hinder or prevent the Vendor from carrying out any:-
- (a) repair works relating to the Development which the Vendor is obliged to carry out hereunder;
 - (b) works the Vendor requires to perform relating to the Development; and/or
 - (c) marketing activities relating to the sale of any lots in the Development
- 13.4.4 the Purchaser hereby grants the Vendor (and its agents, employees and contractors) the right to access the buildings comprising the Development (including the Land purchased by the Purchaser if necessary) and the common property of the Owners Corporation for the purposes of carrying out any:-
- (a) repair works relating to the Development which the Vendor is obliged to carry out hereunder;
 - (b) works the Vendor requires to perform relating to the Development; and/or
 - (c) marketing activities relating to the sale of any lots in the Development owned by the Vendor

- 13.5 The Purchaser acknowledges and consents that the Vendor or a related party may receive a fee from a party who contracts with the Owners Corporation for the introduction of such party to the Development and the entering into by the Owners Corporation to an agreement for such party to provide services for the Development or for rights obtained in relation to the Development and Owners Corporation.
- 13.6 Without limiting any right of the Vendor:
- 13.6.1 The Purchaser acknowledges that damages of themselves will not be a sufficient remedy for breach by the Purchaser of this special condition 13.
- 13.6.2 The Purchaser agrees that the Vendor will be entitled to orders for specific performance if the Purchaser fails to comply with its obligations under this special condition 13.

14. CAVEAT/PRIORITY NOTICE RESTRICTIONS

- 14.1 The Purchaser shall not prior to Settlement lodge or allow any person claiming through him or acting on his behalf to lodge any caveat and/or priority notice over or with respect to the Land hereby sold or the parent title described in the particulars of sale. The Purchaser further hereby acknowledges and understands that lodging a caveat or priority notice in breach of this condition may delay and prevent the Registration of the Plan and/or delay Settlement.
- 14.2 The Vendor hereby notifies the Purchaser that the lodgement of a caveat and/or priority notice will cause extensive loss and damage to the Vendor including, without affecting the generality of the foregoing:-
- 14.2.1 Payment of interest and charges pursuant to existing finance arrangements and/or further finance to be arranged in case of delay at a rate which may exceed the existing Banks' benchmark rate by five per centum;
- 14.2.2 The loss of existing sales of other units in the Plan pursuant to the rights of other Purchasers to avoid Contracts in the event that the Plan is not Registered within the time specified in such Contracts; and
- 14.2.3 Any other loss or damage that the Vendor suffers as a result of delays in settlement of any Lots in the Development.
- 14.3 The Purchaser indemnifies and keeps the Vendor indemnified from and against all loss and damage which the Vendor may suffer as a result of the breach by the Purchaser of this Special Condition 14.
- 14.4 If the Purchaser breaches this condition, the Purchaser irrevocably appoints the Vendor and/or the Vendor's Legal Practitioner as its joint and several attorneys to execute all forms necessary to withdraw the caveat and/or priority notice lodged by the Purchaser.

15. BUILDING WORKS

- 15.1 The Vendor will enter into a Major Domestic Building Contract with the Builder and shall cause the Builder to carry out and complete the Building Works under the Major Domestic Building Contract as defined in DBCT Act in accordance with the Development Plans attached to the Contract. The Builder is to be appointed by the Vendor at its sole discretion.
- 15.2 The Purchaser acknowledges that the Development Plans and Fittings & Finishes Schedule may be amended from time to time by the Vendor. The Purchaser must not make any requisition or objection, rescind or terminate this Contract or seek any compensation or delay Settlement as a result of the variation or alteration. Variations for the purpose of this condition include but are not limited to:
- 15.2.1 substitution of the fixtures, fittings, finishes and appliances (if any) specified in the Fittings and Fittings Schedule;
- 15.2.2 changes in the sizes or design of balconies or other similar structures;

- 15.2.3 changes in the size, nature or location of the common property contained on the Plan and to the extent the Plan is amended, the Vendor will serve notice of the amendment of the Plan on the Purchaser pursuant to section 9AC of the *Sale of Land Act 1962* (Vic);
 - 15.2.4 any change as a result of site conditions encountered; or
 - 15.2.5 variations which the Vendor's architect or Builder considers necessary to comply with good building practice.
- 15.3 The Purchaser acknowledges that the materials used in the construction of the Property may:
- 15.3.1 exhibit variations in the colour, shade, finish, texture, markings or the like or contain natural fissures, indentations, lines and may fade or change over time;
 - 15.3.2 distort, contract and/or expand over time as a result of exposure to heat, cold, weather or the like;
 - 15.3.3 be disfigured or damaged by impact and/or scratching and or other means;
 - 15.3.4 be subject to shade variations;
 - 15.3.5 be subject to manufacture batching; and/ or
 - 15.3.6 comprise natural products such as stone, timber and the like.
- 15.4 The Building Works shall be deemed to be completed when the Vendor notifies the Purchaser or the Purchaser's Legal Practitioner of the issue of the Occupancy Permit.
- 15.5 The Vendor or Builder may vary the Building Works and/or the Permit to comply with the requirements of Council or any Authorities and may make any variations which the Vendor or Builder consider reasonable provided the variation does not materially affect the Land. This includes, but is not limited to amending the Plan and Development Plans to combine or extend the size of any unsold units / lots on the Plan. To the extent the Plan is amended, the Vendor will serve notice of the amendment of the Plan on the Purchaser pursuant to section 9AC of the *Sale of Land Act 1962* (Vic).
- 15.6 The Vendor or Builder may without reference to the Purchaser make any change to the Fittings & Finishes Schedule, but any replacement item shall as near as possible, be of similar quality or standard.
- 15.7 The Purchaser acknowledges and agrees that he will not:
- 15.7.1 object to the Builder or any other builder engaged by the Vendor from having access to the Development or the Land in order to complete the Development;
 - 15.7.2 object to, hinder, prevent, obstruct or do any act or thing that may prevent or interfere with the building works being carried out by the Builder or any builder engaged by the Vendor and any dust, noise or discomfort that may arise from the Building Works;
 - 15.7.3 institute proceedings, claim any compensation for any matter arising in respect of the Building works being carried out or any disruption, noise or discomfort arising from these Building Works;
 - 15.7.4 make any requisition, seek compensation or delay settlement as a result of any of the matters set out in this special condition 15 hereof (inclusive); and
 - 15.7.5 that this clause will not merge with Settlement and shall enure for the benefit of the Vendor.

16. DEFECTS LIABILITY PERIOD

- 16.1 The Vendor will use reasonable endeavours to attend or cause the Builder to attend to rectification of any defects in any part of the Building Works which are due to defective materials or faulty workmanship provided the Purchaser has notified the Vendor in writing of the defects within three (3) months from the Settlement Date.
- 16.2 The obligations of the Vendor under this special condition will cease upon the expiration of the three (3) month period, or the satisfactory rectification of the defects, whichever is the later.
- 16.3 The Purchaser shall not be entitled to delay or refuse Settlement on the grounds that there are minor defects or omissions in any part of the Building Works.
- 16.4 For the purposes of this special condition, the Purchaser must provide the Vendor and the Builder with access to the Land at all reasonable times for the purpose of rectifying the defects notified.

17. PRE SETTLEMENT INSPECTION

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

18. SELLING ACTIVITIES

The Purchaser acknowledges and agrees that:-

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

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

19. NATURAL SURFACE OF LAND

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

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

20. ENVIRONMENTAL MATTERS

From the Settlement Date, the Purchaser:-

- 20.1 acknowledges that it assumes all risk of loss, damage, liability or injury to any person, corporation or Land resulting in any way from the use of the Land or existence or previous existence of any underground storage tank or tanks (including without limitation, leakage or spillage of oil or other products) or the presence of any Contaminant which may be in or on the improvements or any fixtures, fittings or installation in, to or on the improvements or in, on or under the Land;
- 20.2 releases and discharge the Vendor and its successors, assigns, employees and agents from and against all claims, suits, demands and actions of every description whatsoever and whenever occurring which the Purchaser has, may have, or which may accrue in the future or which, but for the execution of this Contract, the Purchaser would or might have had against the Vendor as a result of the presence of any Contaminant in, on or under that Land and from and against all claims for costs and expenses in respect of such claims, suits, demands and actions; and
- 20.3 indemnifies and holds harmless the Vendor and its successors, assigns, employees and agents from and against all loss, damage, liability, claims, suits, demands, financial penalties and actions of every description whatsoever and whenever occurring resulting or arising from the presence of any Contaminant in, on or under the Land (including without limitation, any costs or expenses incurred in relation to any notice, direction or order issued or made under any Environmental Law) and from and against all claims for costs and expenses in respect of such loss, damage, liability, claims, suites, demands and action.

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

21. VENDOR ASSIGNING RIGHTS

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

22. FOREIGN INVESTMENT LEGISLATION

The Vendor and the Purchaser acknowledge and agree that:

- 22.1 the Contract is conditional upon the Purchaser providing the Vendor's Legal Practitioner with a copy of FIRB approval obtained for the purchase of the Land within forty-five (45) days of the Day of Sale ("FIRB Approval Date").
- 22.2 the Purchaser must within five (5) business days from the Day of Sale provide the Vendor's Legal Practitioner with a copy of the application lodged with the ATO for FIRB approval and provide evidence of payment of the prescribed fee applicable to the application lodged;

- 22.3 the Purchaser must diligently pursue approval from the ATO;
- 22.4 the Purchaser must provide to the Vendor's Legal Practitioner a copy of the FIRB approval within two (2) business days of receiving FIRB approval from the ATO;
- 22.5 if FIRB approval is not obtained by the FIRB Approval Date, then either party may terminate this Contract by giving notice to the other party in writing but before FIRB approval has been obtained;
- 22.6 if the Contract is terminated pursuant to this special condition, the deposit will be refunded to the Purchaser (less any costs, duties and expenses incurred in connection therewith);
- 22.7 the Purchaser is responsible for payment of any fees, costs, payments, penalties or other expenses payable in accordance with the requirements of the Foreign Investments Legislation and the FIRB;
- 22.8 the Purchaser indemnifies and releases the Vendor and agrees to keep the Vendor indemnified and held harmless with respect to any breach of special condition or a breach of the Foreign Investments Legislation;

23. MANUFACTURER'S WARRANTIES

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

24. NOMINATION

General condition 4 shall be deleted and replaced with the following special condition:-

- 24.1 The Purchaser may nominate a substitute or additional Purchaser ("Nominated Purchaser") subject to compliance with the balance of this special condition, but the named Purchaser remains personally liable for the due performance of all the Purchasers obligations under this Contract.
- 24.2 If the Purchaser nominates, such nomination can only occur if:
 - 24.2.1 the Purchaser is not in default pursuant to this Contract; and
 - 24.2.2 notice is given prior to fourteen (14) days prior to the Settlement Date; and
 - 24.2.3 the Purchaser nominates a company, the directors must execute a Guarantee in the form attached to the Contract and provide the Vendor's Legal Practitioner with an original executed Guarantee simultaneously with the provision of the nomination documents; and
 - 24.2.4 the Purchaser nominates a trust, the primary beneficiaries of the trust and the directors of any corporate trustee must execute a Guarantee in the form attached to the Contract and provide the Vendor's Legal Practitioner with an original executed Guarantee simultaneously with the provision of the nomination documents; and
 - 24.2.5 the nominee notifies the Vendor's Legal Practitioner in writing as to their residency status and nationality; and
 - 24.2.6 the nominee provides a cheque payable to the Tisher Liner FC Law in the sum of \$440.00, which represents costs for advising the Vendor on compliance with special condition 24.

- 24.3 If security for the Deposit has been provided by way of a bank guarantee, the Purchaser must at the Purchaser's cost, if requested by the Vendor's Legal Practitioner provide a replacement bank guarantee issued in accordance with the Vendor's Legal Practitioner requirements within 14 days of being requested to do so. Failure to provide the replacement bank guarantee in accordance with this special condition will result in the nomination not being accepted by the Vendor.
- 24.4 If the "margin scheme" box is checked in the GST clause in the Particulars of Sale, the Nominated Purchaser must sign a deed with the Vendor on terms acceptable to the Vendor which confirms that the parties agree that the margin scheme applies.

25. ADJUSTMENT OF OUTGOINGS

General condition 23 is deleted and replaced with the following special condition:-

- 25.1 All rates, taxes (including land tax), assessments, fire insurance premiums and other outgoings (collectively "the Outgoings") payable in respect of the Land will be adjusted between the Vendor and the Purchaser on the basis that they have been or will be paid by the Vendor and borne by the Purchaser as from the date on which he becomes entitled to possession and the same shall if necessary be apportioned between the Vendor and Purchaser and the rent (if any) shall be also apportioned on the Settlement Date (in the usual manner) and the balance paid or received as the case may require.
- 25.2 If the Land is not separately assessed in respect of the Outgoings then the portion of any such Outgoings to be adjusted between the Vendor and the Purchaser will be the same proportion of the total that the lot liability of the Land bears to the total lot liability of the lots in the Plan.
- 25.3 The Vendor and the Purchaser are required to adjust any contributions to the Owners Corporation and any amount paid by the Vendor to or on behalf of the Owners Corporation for insurance premiums.
- 25.4 Irrespective of whether or not the Land is separately assessed or rated for land tax, the parties agree that land tax will be adjusted on the land tax clearance certificate obtained by the Vendors Legal Practitioner for the land contained in Register Search Statement - Volume 10162 Folio 392 and on the amount shown to be the single ownership calculation based on an unimproved value for the Site in accordance with the procedure in special condition 25.2 even if land tax is not payable for the Land on a single holding basis. The Purchaser is not entitled to adjustment on any pro-rated land tax certificate they may have obtained from the State Revenue Office.
- 25.5 If any supplementary rates or outgoings are assessed, levied or charged against the Land in or after the rating year in which the Balance is due, the Purchaser shall be solely responsible to bear or pay the supplementary amount.
- 25.6 The Purchaser acknowledges and agrees that if the Purchaser is in breach of this Contract by not completing the Contract on the Settlement Date, then the Purchaser shall be responsible for its proportion of any special levies made on the Vendor.

26. DEFAULT EXPENSES/LEGAL COSTS

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

finance obtained by the Vendor for the same period to cover the Vendor's intended use of the Price and the costs of that bridging finance and, if the Vendor is usually accommodated in the Land and accommodation costs incurred by the Vendor.

27. SALE BY PURCHASER

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

28. OBLIGATIONS JOINT AND SEVERAL

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

29. SAFETY

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

30. SECTION 173 AGREEMENT

- 30.1 The Purchaser acknowledges and agrees that the Vendor may elect to, or may be required to enter into one or more Section 173 Agreements. The Purchaser agrees that it will not object or raise any requisition or claim any compensation from the Vendor in respect to such agreement or seek to or delay Settlement;
- 30.2 The Purchaser irrevocably authorises the Vendor to:-
- 30.2.1 negotiate the terms of any Section 173 Agreement;
- 30.2.2 enter into and vary such agreements.
- 30.3 The Purchaser must if required by the Vendor do all acts, matters and things including executing all consents, orders and applications necessary in order to have any Section 173 Agreement registered by Land Registry.

31. SERVICES

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

32. GUARANTEE OF COMPANY

If the Purchaser is a Company:

- 32.1 the Purchaser shall forthwith contemporaneous with the execution of this Contract procure the execution of guarantees of this Contract (incorporating indemnities) by all of its directors and the person or persons who sign this Contract on its behalf as the Vendor shall reasonably require. The said guarantees shall be in the form that is annexed hereto. In the event that such guarantees cannot be executed as at the date of signing this Contract then such further guarantee/s shall be executed within seven (7) days of same being requested by the Vendor.

Any breach of this special condition shall be deemed to be a breach of the terms of this Contract and shall entitle the Vendor to exercise its rights pursuant to the provisions of this Contract; and

- 32.2 each person who signs this Contract on behalf of the company warrants that he or she is authorised to sign this Contract and the Vendor's Statement on behalf of the Purchaser and is not prevented from doing so by any legal or other disability.
- 32.3 Each person who signs this Contract on behalf of the company will be personally liable for the due performance of the Purchaser's obligations under the Contract to the same extent as if the signatory had signed as Purchaser.

33. TRUST

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

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

34. ADDITIONAL RIGHTS OF RESCISSION

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

- 34.1 an application is made to a court for an order or any order is made that it be wound up;
- 34.2 an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of it, or one of them is appointed, whether or not under an order;
- 34.3 except to reconstruct or amalgamate while solvent on terms approved by the other party, it enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement, or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;
- 34.4 it resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent on terms approved by the other party, or is otherwise wound up or dissolved;
- 34.5 it is or states that it is insolvent;
- 34.6 as a result of the operation of section 459F(1) of the *Corporations Act 2001* (Cth), it is taken to have failed to comply with a statutory demand;
- 34.7 it is, or makes a statement from which it may be reasonably deduced by the other party that it is, the subject of an event described in section 459C(2)(b) or section 585 of the *Corporations Act 2001* (Cth);
- 34.8 it takes any step to obtain protection or is granted protection from its creditors under any applicable legislation or an administrator is appointed to it; or

- 34.9 anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

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

35. ADDITIONAL ENCUMBRANCES

- 35.1 The Purchaser acknowledges at the Day of Sale and Settlement not all of the Additional Encumbrances may have been entered into or finalised.
- 35.2 The Purchaser acknowledges and agrees that the Vendor may enter into, grant or finalise any Additional Encumbrance on or after the Day of Sale.
- 35.3 Within 7 Business Days after receipt from of a request from the Vendor, the Purchaser must execute any acknowledgment or covenant required by the Vendor under which the Purchaser agrees to accept and observe an Additional Encumbrance.
- 35.4 Subject to section 9AC of the Sale of Land Act 1962 (Vic), the Purchaser shall not be entitled to object, claim compensation or delay payment of the Balance because of any of the matters referred to in this Special Condition 35.

36. ELECTRICITY SUBSTATION

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

37. MARGIN SCHEME

In the event that the Vendor is not able to apply the margin scheme for any reason whatsoever, then the margin scheme will not be applied. If no written notification is provided to the Purchaser prior to Settlement, the parties agree that the Contract applies the margin scheme.

38. STAGED SUBDIVISION

- 38.1 Subject to Special Condition 39, the Purchaser acknowledges that:
- 38.1.1 the Vendor is intending to develop the Site in stages as part of a staged plan of subdivision ("Staged Plan");
- 38.1.2 the Vendor has disclosed the various Staged Plans in the Vendor Statement but may at its discretion amend the Staged Plans including the order in which they are staged; and
- 38.1.3 the Purchaser acknowledges and agrees that the Staged Plan may do any one or more of the following:
- (a) further subdivide the Staged Plan;
 - (b) in relation to the land in the Staged Plan, create an Owners Corporation or Owners Corporations, common property, lot entitlement and/or lot liability;
 - (c) create, vary or remove an easement or restriction over land in the Staged Plan;
 - (d) set aside additional roads or reserves on the land in the Staged Plan;
 - (e) reduce or increase the area of the common property in the Staged Plan;
 - (f) carry out or permit the carrying out of building works on the Staged Plan;

- (g) apply to the relevant authorities for any approval required to further develop the Staged Plan;
- (h) amend the master plan or a plan for an earlier stage by:-
 - adding to the membership of existing Owners Corporations; and/or
 - adding to existing common property; and/or
 - subject to the Subdivision Act, changing entitlement or liability of existing lots; and/or
 - showing land on that plan as land benefited by an easement or restriction created over the land in the plan for the subsequent stage; and/or
 - amending the master plan or a plan for an earlier stage in any other way permitted by the Subdivision Act; and/or
 - taking the land in that stage or land in any future stages out of the Staged Plan.

38.1.4 the Building Works may occur in stages with the effect that the residential components of the Building Works may not be completed at the same time and some components of the Building Works may not be completed by the Settlement Date.

38.2 The Purchaser must not make any requisition or objection, delay Settlement or claim any compensation in relation to the Staged Plan. The Vendor does not give any assurances or make any representation as at the Day of Sale as to the:

38.2.1 timetable for the carrying out of Staged Plan and/or whether the Vendor will carry out the development of the Staged Plan

38.2.2 nature of the development of the Staged Plan (including the number of lots, types of uses and the facilities to be provided); and/or

38.2.3 manner in which the development of the Staged Plan will be carried out.

38.3 The Purchaser acknowledges and agrees that the Purchaser will not-

38.3.1 object to or oppose or procure any other person to object to or oppose any application which the Vendor or any person with the authority of the Vendor makes in respect to the Site (or parts thereof);

38.3.2 hinder the construction of any building works forming part of the development of the Staged Plan;

38.3.3 delay, impede or prevent the passage of any resolution for any proposal for the Owners Corporation to adopt any Owners Corporation rules in relation to the development of the Subsequent Stage Land;

38.3.4 delay, impede or prevent the Owners Corporation or Owners Corporations from entering into any agreement affecting the common property of the Owners Corporation if reasonably required by the Vendor for the development of the Staged Plan;

38.3.5 object to any works required to be carried out on the common property of the Owners Corporation if required by the Vendor for the development of the Staged Plan.

38.4 The Purchaser further acknowledges and agrees that as the person who is, or is entitled to be, registered proprietor of the Staged Plan, the Vendor may create further stages of the Staged Plan and the Purchaser acknowledges and consents to such subdivision including the altering

of the lot entitlement or lot liability of any lots on the Plan as authorised by section 37(3)(c)(iv)(C) of the Subdivision Act.

- 38.5 The Purchaser must (whether required before or after the Settlement Date) do all things and execute all documents as may be reasonably required by the Vendor to give effect to the provisions of this special condition 38. The Purchaser covenants with the Vendor that it will not, nor cause anybody on its behalf to either directly or indirectly hinder, delay, impede, object or prevent the Vendor exercising any rights of the Vendor set out in this special condition 38.
- 38.6 The Purchaser shall not be entitled to make any requisition or objection, claim compensation or refuse or delay Settlement as a result of the provisions set out in special condition 38 hereof and agrees that if it seeks to sell the land pursuant to special condition 27, this special condition must be included in any such sale documentation and the subsequent purchaser must comply with this special condition 38.
- 38.7 Without limiting any right of the Vendor:
- 38.7.1 the Purchaser indemnifies and will keep indemnified the Vendor against all claims, damages and costs for which the Vendor may suffer due to a breach of this special condition 38.
- 38.7.2 the Purchaser acknowledges that damages of themselves will not be a sufficient remedy for breach by the Purchaser of this special condition 38.
- 38.7.3 the Purchaser agrees that the Vendor will be entitled to orders for specific performance if the Purchaser fails to comply with its obligations under this special condition 38.
- 38.8 This special condition 38 is an essential term of this Contract and does not merge on Settlement.

39. THE PLAN

The parties acknowledge and agree as follows:

- 39.1 The Vendor Statement discloses proposed Plan of Subdivision PS845658D ("the Unstaged Plan") for reference purposes;
- 39.2 In the event that the Vendor elects to register the Unstaged Plan as opposed to proceeding with the staged Plan (being proposed Plan of Subdivision PS845658D/S5), then all references in this Contract to the Plan are a reference to the Unstaged Plan. For the avoidance of doubt, a reference to the Unstaged Plan includes any amendment or alteration of the Unstaged Plan from time to time and, on Registration, means that Unstaged Plan in the form in which it is registered;
- 39.3 The Purchaser cannot delay Settlement or seek any compensation from the Vendor as a result of this special condition 39 or as a result of the Vendor electing to proceed with the Unstaged Plan.

40. STAIRCASE

- 40.1 The Purchaser acknowledges having been made aware that the staircase to be constructed in the Lot will not be:
- 40.1.1 a floating staircase with metal balustrade ("the Floating Staircase"); and
- 40.1.2 in the form originally identified in any marketing material which may have depicted the Floating Staircase in this matter.
- 40.2 The Purchaser cannot delay settlement or seek any compensation as a result of this special condition or as a result of the staircase not being constructed as the Floating Staircase.

41. SEVERABILITY

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

42. NON-MERGER

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

43. WAIVER

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

44. READING DOWN

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

45. PRIVACY & PERSONAL INFORMATION

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

- 45.1 to related corporations or affiliated entities of the Vendor;
- 45.2 for the purpose of exercising the rights or complying with the obligations of the Vendor under the Contract;
- 45.3 to surveyors, engineers and other parties who are engaged by the Vendor to carry out works at the development;
- 45.4 to service providers engaged by the Vendor at the development or appointed by the Owners Corporation once the Plan Registered; and
- 45.5 to any financier that is providing finance in respect to the acquisition of the land and/or construction of the Development.

46. DUE DILIGENCE CHECKLIST

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

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. 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.

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

Title

5. ENCUMBRANCES

- 5.1 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, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 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.
- 6.4 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 directly and currently 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.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 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*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

- 7.1 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.
- 7.2 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.

8. SERVICES

- 8.1 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.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. 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.

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 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.
- 11.2 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 11.4, 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.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 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.
- 11.5 Subject to general condition 11.6, 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.
- 11.6 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 11.5 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.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(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.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(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.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 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 11.11.
- 11.13 If settlement is delayed under general condition 11.12 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.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 11 unless the context requires otherwise.

12. 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.

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

- 13.3 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.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 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.
- 13.6 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.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
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Money

14. DEPOSIT

- 14.1 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.
- 14.2 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.
- 14.3 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 together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 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.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 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.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 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:

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable 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
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) 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.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 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.

19.5 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.

19.6 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.

19.7 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.

20. LOAN

20.1 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.

20.2 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, together with written evidence of rejection or non-approval of the loan, 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.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

- (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 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.
- 23.2 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.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

- (a) the settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in A *New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

- (a) settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) 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*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. 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.

30. TERMS CONTRACT

- 30.1 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.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 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.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 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 31.2 at settlement.
- 31.5 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.

- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. 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

33. 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 at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

34. DEFAULT NOTICE

34.1 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.

34.2 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.

35. DEFAULT NOT REMEDIED

35.1 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.

35.2 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.

35.3 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.

35.4 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.

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

DEED OF GUARANTEE AND INDEMNITY

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

RECITALS

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

NOW THIS DEED WITNESSES AS FOLLOWS:

- 1. The Guarantor gives this guarantee and indemnity in consideration of the Vendor agreeing to enter into the Contract. The Guarantor acknowledges the receipt of valuable consideration from the Vendor for it incurring obligations and giving rights under this guarantee and indemnity.
- 2. The Guarantor unconditionally and irrevocably guarantees to the Vendor that the Purchaser will perform all of its obligations (contained or implied) under the Contract and guarantees the due and punctual payment by the Purchaser of the deposit, purchase price, interest, balance and all other monies under the Contract.
- 3. As a separate and primary undertaking, the Guarantor unconditionally and irrevocably indemnifies and keeps indemnified the Vendor against all loss, damage, costs (on a solicitor client own basis) and expenses arising from or in any way connected with or resulting from:
 - (a) A default by the Purchaser of the terms of the Contract; and/or
 - (b) The Vendor's inability to enforce performance of obligations under the Contract if any of the Purchaser's obligations in the Contract are void, voidable or unenforceable against the Purchaser.

The Guarantor must pay the Vendor the amount of the loss, damage, costs (on a solicitor client own basis) and expenses resulting from the matters in (a) and (b) above.
- 4. It is not necessary for the Vendor to incur expenses or make payment before enforcing its right of indemnity in this Deed.
- 5. The Guarantor waives any right it has of first requiring the Vendor to commence proceedings, serve any demand first on the Purchaser or enforce any other right against the Purchaser or any other person before claiming under this guarantee and indemnity.
- 6. This guarantee and indemnity is a continuing guarantee and indemnity and:
 - (a) Is not discharged by any one payment, and does not merge on termination of the Contract;
 - (b) Shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the Contract; or
 - (c) Is not discharged or released by the performance or observance of any of the agreements, obligations or conditions contained in the Contract or by time being given to the Purchaser for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing the guarantor/s, executors or administrators.
- 7. The Guarantor's liability under this guarantee and indemnity is as an indemnifier or principal debtor and the rights of a party under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including, without limitation, one or more of the following:
 - (a) The Vendor granting time or other indulgence to, compounding or compromising with or releasing in any way the Purchaser or agreeing not to sue the Purchaser or any other party or another Guarantor;
 - (b) Acquiescence, delay, acts, omissions or mistakes on the part of any party;
 - (c) Any novation of a right of a party;
 - (d) Any variation of the Contract including but not limited to any amendment to the deposit monies, purchase price, settlement date or other particulars or conditions of the sale of the within named property under the Contract or the nomination of the Purchaser;
 - (e) The invalidity or unenforceability of an obligation or liability of a person under the Contract or this Deed including but not limited to the Contract not being properly signed by the any party;
 - (f) Any judgment or decision by a court, arbitrator or other person in favour of the Purchaser;
 - (g) The failure by any Guarantor to sign this Deed or the insolvency or death of a Guarantor; or

- (h) Any rights, claims, actions or setoffs which the Purchaser may have against the Vendor or any other party.
8. The Guarantor may not, without the consent of the Vendor:
- (a) Raise a defence, set off or counterclaim available to it or the Purchaser against the Vendor or another party in reduction of its liability under this guarantee and indemnity;
 - (b) Claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any security or guarantee held by the Vendor in connection with the Contract; or
 - (c) Prove in competition with the Vendor if a liquidator, provisional liquidator, receiver, official manager or trustee in bankruptcy is appointed in respect of the Purchaser or if the Purchaser is otherwise unable to pay its debts when they fall due;
- From the date of this Deed until all obligations and liabilities of the Guarantor under or in connection with this Deed and the Purchaser under or in connection with the Contract are satisfied.
9. If a claim that a payment or transfer to the Vendor by the Purchaser in connection with the Contract is void or voidable (including, but not limited to, a claim under laws relating to liquidation, insolvency or protection of creditors) is upheld, conceded or compromised then the Vendor will be entitled immediately as against the Guarantor to the rights to which it would have been entitled under this guarantee and indemnity if the payment or transfer had not occurred.
10. The Guarantor must pay the Vendor all money which the Vendor refunds to the Purchaser's liquidator as preferential payments received from the Purchaser.
11. If there is more than one Guarantor, then this Deed binds them separately, together and in any combination.
12. Nothing in this Deed will prejudice the Vendor's rights to proceed against any one or more of the Guarantor. The Vendor shall be at liberty to proceed against any Guarantor or more of them as the Vendor wants. In the event that the Vendor compromises or accepts any amount from any one Guarantor, this does not prejudice the rights of the Vendor against any other of the Guarantor pursuant to this Deed.
13. The parties agree that this Deed may be executed, witnessed and exchanged electronically which may include any manner of signing permitted by Part 3 of the Corporations (Coronavirus Economic Response) Determination (No 1) 220 (Cth) and/or the COVID-19 Omnibus (Emergency Measures) (Electronic Signing and Witnessing) Regulations 2020 (Vic) (as applicable to the signatory) or as otherwise permitted by the Electronic Transactions (Victoria) Act 2000 (Vic).
14. Each party may execute this Deed in physical paper format or electronically or a combination of both. In each case, this Deed will be legally binding on the parties.
15. By executing this Deed, the party intends to be immediately bound by this Deed. Nothing in this clause 13 and 14 is to be taken to exclude any statutory or common law principle applicable to the proper execution and delivery of a deed.

EXECUTED AS A DEED ON THE DAY OF 20

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

WITNESS:

Full Name:

Address:

If this document was electronically signed, it was signed in accordance with the COVID-19 Omnibus (Emergency Measures) (Electronic Signing and Witnessing) Regulations 2020 (Vic)

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

WITNESS:

Full Name:

Address:

If this document was electronically signed, it was signed in accordance with the COVID-19 Omnibus (Emergency Measures) (Electronic Signing and Witnessing) Regulations 2020 (Vic)

Annexure A

Fittings & Finishes Schedule



TIMBER FLOORING



CARPET



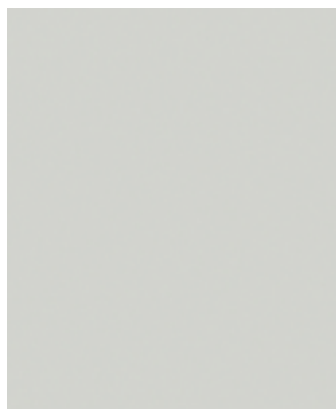
FLOOR TILE



WALL TILE



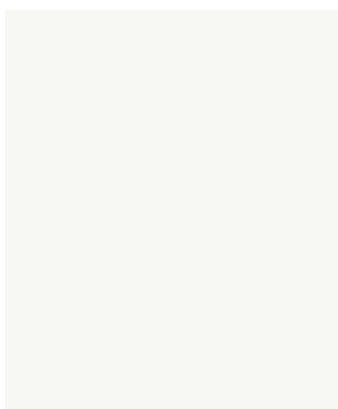
STONE



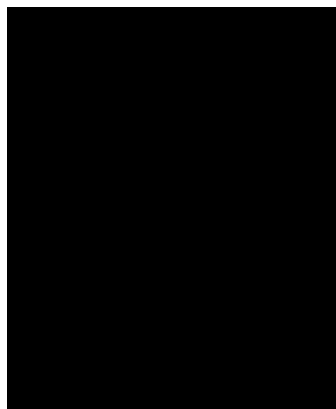
JOINERY



JOINERY



WALL PAINT



TAPWARE

THE BELMONT
COLLECTION

FIXTURES



OVEN



COOKTOP



CONCEALED
RANGEHOOD



DISHWASHER



KITCHEN SINK



KITCHEN MIXER



BASIN



TOILET



BASIN MIXER



SHOWER



WALL MIXER



TOWEL RAIL



TOILET ROLL HOLDER



SHOWER SHELF



ROBE HOOK



JOINERY HANDLE

Annexure B

Optional Upgrades



THE BELMONT COLLECTION UPGRADES

UPGRADE OPTION	PRICE	SELECTIONS
APPLIANCE 90cm Classic Thermoseal Oven	\$2,250.00 including gst This takes into consideration the removal of the 60cm specified oven.	☐
APPLIANCE 90cm Classic Gas Cooktop 5 Burner 90cm concealed undermount Rangehood	\$2,380.00 including gst This takes into consideration the removal of the 60cm specified cooktop and rangehood.	☐
AIRCONDITIONING Upgrade One additional head unit (to go in another bedroom)	\$3,542.00 including gst	☐
SMART HOME Gold Offer Smart devices including: – Google Home Hub (<i>or equivalent</i>) with touch screen & voice control – Google Home Mini (<i>or equivalent</i>) – Google App and Google Voice support (<i>or equivalent</i>) – Kitchen, Living & Bedrooms lighting control – Bathroom light sensor – Aircon Control – Turnkey installation – Custom programmed scenes – In home handover with tuition & customisation – 1 year ongoing support	\$7,960.00 including gst Personalised post-handover service included to set customised programming to the client's needs.	☐
STAIRCASE Refer to the note within Brochure. *Artist Impression – Timber stairs upgrade shown.	The floating staircase upgrade is not available.	Not Applicable
TOTAL UPGRADE PRICE	\$	

Annexure C

Development Plans



	Height	Canopy	TPZ	TPZ C.O.W	
2C	28	16	14		17
3C	13	10	6.5		11
4C	6	6	3		7
69N	30	12	15		13
70N	26	14	13		15
71N	34	20	17		21
72N	29	14	14.5		15
74N	28	22	14		23
75N	30	26	15		27
79C	26	14	13		15
80C	27	14	13.5		15
81C	24	14	12		15
82C	19	14	9.5		15
COW	City of Whittlesea				
TPZ COW	1/2 Height/ 1/2 Canopy			Whichever is larger	
Crown COW	Canopy +1m				

TREE LEGEND

- TREE TO BE RETAINED CANOPY SPREAD
- TREE TO BE REMOVED (NO PERMIT REQUIRED)
- TREE PROTECTION ZONE BASED ON BRITISH STANDARD 5837
- TREE TO BE REMOVED (PERMIT REQUIRED)
- TPZ C.O.W.
- RETAINED RED GUM TREE - CANOPY/CROWN
- DRIPLINES

Rev.	Date	By	Ckd	Description
A	21.05.21	ASW	DG	PLANNING ADMENDMENT

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DKO

Project Name
Project Address

McKimmies Road
328-338 McKimmies
Road,
Mill Park, VIC 3082

Project Number
Drawing Name
Scale
Date

11680
Tree Retention & Removal
1:400
24/05/2021

Client

Branson Group

Drawing Number
Revision

TP02
A



TREE LEGEND

- TREE TO BE REMOVED
- TREE TO BE RETAINED
- PROPOSED TREE

SITE AREA SCHEDULE

TOTAL SITE AREA	2.114ha
TOTAL DWELLING	107
VISITOR CARPARKING SPACE	22
BICYCLE	30

NOTE:

FOR ALL PAVING, LANDSCAPING, FENCING, RAINGARDEN, RETAINING WALL DETAILS, LOCATION AND SIZES, REFER TO LANDSCAPE ARCHITECTURE PLANS

ALL REAR & SIDE WINDOWS FACING POS ADJACENT PROPERTIES @ 1.7M HEIGHTS ABOVE FLOOR LEVEL ARE OPAQUE

BIN NOTE:

REFER TO TYPICAL TOWN HOUSE FLOOR PLAN FOR BIN STORAGE. BIN LOCATION ANNOTATED ON MASTERPLAN IS SHOWN FOR COLLECTION PURPOSES ONLY

MAILBOX:

REFER TO DRAWING TP600 FOR MAILBOX DETAILS

ALL TRANSFER OF THE PARTS LAND IN ACCORDANCE WITH CONDITION 5.

BEFORE OCCUPATION OF ANY DWELLING APPROVED UDNER THIS PERMIT THE FOLLIWING AREAS ARE TRANFERRED TO COUNCIL:

A). THE DRAINAGE EASEMENT ALONG THE NORTHERN SIDE (THAT IS DELINEATED AS A DRAINAGE RESERVE ON PS 304391N).

B). THE STRIP OF LAND ALONG AND WITHIN THE SOUTHERN BOUNDARY THAT IS ZONED ROAD ZONE CATEGORY 2.

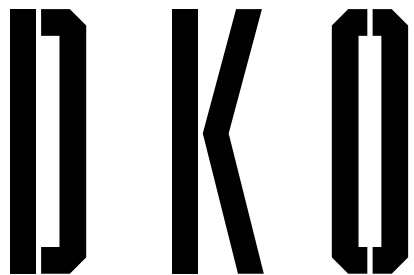
C). THE STRIP OF LAND ALONG AND WITHIN THE BETULA AVENUE FRONTAGE, WITHIN WHICH PART OF THE BETULA AVENUE SHOULDER HAS BEEN CONSTRUCTED.

D). A SPLAY AT THE SOUTH-WESTERN CORNER OF THE SITE.

Rev.	Date	By	Ckd	Description
A	21.05.21	ASW	DG	PLANNING ADMENDMENT

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Deaklands, VIC 3088
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info@DKO.com.au
www.DKO.com.au
AIN: 6143578565

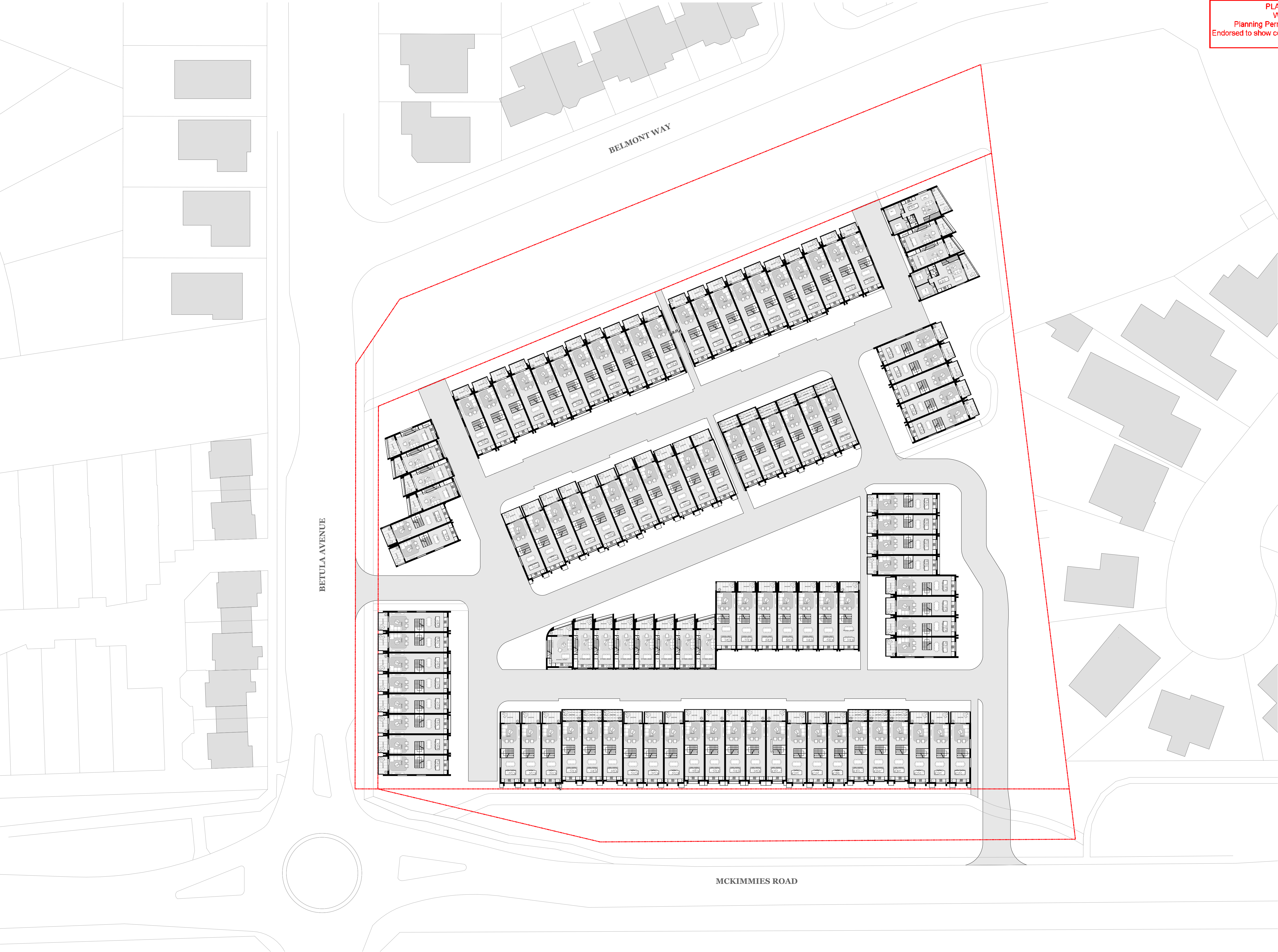
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Project Name
Project Address
McKimmies Road
328-338 McKimmies Road,
Mill Park, VIC 3082

Project Number
Drawing Name
Scale
Date
11680
Masterplan - Ground Floor
1:400
24/05/2021

Client
Drawing Number
Revision
Branson Group
TP03
A



TREE LEGEND

TREE TO BE REMOVED

TREE TO BE RETAINED

PROPOSED TREE

SITE AREA SCHEDULE

TOTAL SITE AREA
2.114ha
TOTAL DWELLING
107
VISITOR CARPARKING SPACE
22
BICYCLE
30

NOTE:

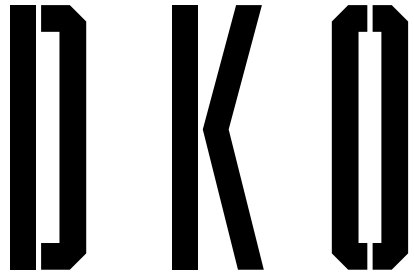
- FOR ALL PAVING, LANDSCAPING, FENCING, RAINGARDEN, RETAINING WALL DETAILS, LOCATION AND SIZES, REFER TO LANDSCAPE ARCHITECTURE PLANS
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- BIN NOTE:**
REFER TO TYPICAL TOWN HOUSE FLOOR PLAN FOR BIN STORAGE. BIN LOCATION ANNOTATED ON MASTERPLAN IS SHOWN FOR COLLECTION PURPOSES ONLY
- MAILBOX:**
REFER TO DRAWING TP600 FOR MAILBOX DETAILS

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- B). THE STRIP OF LAND ALONG AND WITHIN THE SOUTHERN BOUNDARY THAT IS ZONED ROAD ZONE CATEGORY 2.
- C). THE STRIP OF LAND ALONG AND WITHIN THE BETULA AVENUE FRONTAGE, WITHIN WHICH PART OF THE BETULA AVENUE SHOULDER HAS BEEN CONSTRUCTED.
- D). A SPLAY AT THE SOUTH-WESTERN CORNER OF THE SITE.

Rev.	Date	By	Ckd	Description
A	21.05.21	ASW	DG	PLANNING ADMENDMENT

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Project Name	McKimmies Road
Project Address	328-338 McKimmies Road, Mill Park, VIC 3082

Project Number	11680
Drawing Name	Masterplan - First Floor
Scale	1:400
Date	27/05/2021

Client	Branson Group
--------	---------------

Drawing Number	TP04
Revision	A



TREE LEGEND

TREE TO BE REMOVED

TREE TO BE RETAINED

PROPOSED TREE

SITE AREA SCHEDULE

TOTAL SITE AREA
2.114ha
TOTAL DWELLING
107
VISITOR CARPARKING SPACE
22
BICYCLE
30

NOTE:

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MAILBOX:
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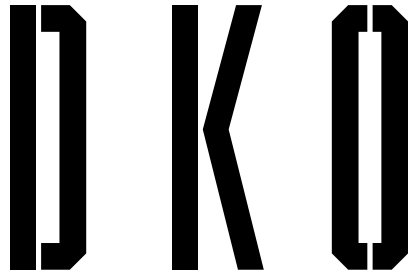
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D). A SPLAY AT THE SOUTH-WESTERN CORNER OF THE SITE.

Rev.	Date	By	Ckd	Description
A	21.05.21	ASW	DG	PLANNING ADMENDMENT

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Project Name
Project Address
McKimmies Road
328-338 McKimmies Road,
Mill Park, VIC 3082

Project Number
Drawing Name
Scale
Date
11680
Masterplan - Second Floor
1:400
24/05/2021

Client
Branson Group

Drawing Number
Revision
TP05
A



TREE LEGEND

TREE TO BE REMOVED

TREE TO BE RETAINED

PROPOSED TREE

SITE AREA SCHEDULE	
TOTAL SITE AREA	2.114ha
TOTAL DWELLING	107
VISITOR CARPARKING SPACE	22
BICYCLE	30

NOTE:

FOR ALL PAVING, LANDSCAPING, FENCING, RAINGARDEN, RETAINING WALL DETAILS, LOCATION AND SIZES, REFER TO LANDSCAPE ARCHITECTURE PLANS

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B). THE STRIP OF LAND ALONG AND WITHIN THE SOUTHERN BOUNDARY THAT IS ZONED ROAD ZONE CATEGORY 2.

C). THE STRIP OF LAND ALONG AND WITHIN THE BETULA AVENUE FRONTAGE, WITHIN WHICH PART OF THE BETULA AVENUE SHOULDER HAS BEEN CONSTRUCTED.

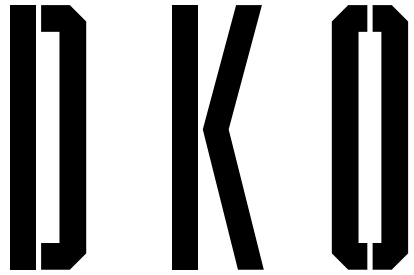
D). A SPLAY AT THE SOUTH-WESTERN CORNER OF THE SITE.



Rev.	Date	By	Ckd	Description
A	21.05.21	ASW	DG	PLANNING ADMENDMENT

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Project Name	McKimmies Road
Project Address	328-338 McKimmies Road, Mill Park, VIC 3082

Project Number	11680
Drawing Name	Masterplan - Roof
Scale	1:400
Date	24/05/2021

Client	Branson Group
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Drawing Number	TP06
Revision	A

1 - CONCRETE
LOOK RENDER
FINISH 01

2 - CONCRETE
LOOK RENDER
FINISH 02

3 - CONCRETE
LOOK RENDER
FINISH 03

4 - CONCRETE
LOOK RENDER
FINISH 04

5 - CONCRETE
LOOK RENDER
FINISH 05

6 - BLACK
METAL

7 - BLACK
COLOURBOND
GUTTERS,
DOWNPIPES,
CAPPING &
ROOFING

8 - BLACK
POWDERCOAT
WINDOW /
DOOR FRAMES

9 - AUSTRALIAN
BRICKS
INDUSTRIAL
FOUNDRY

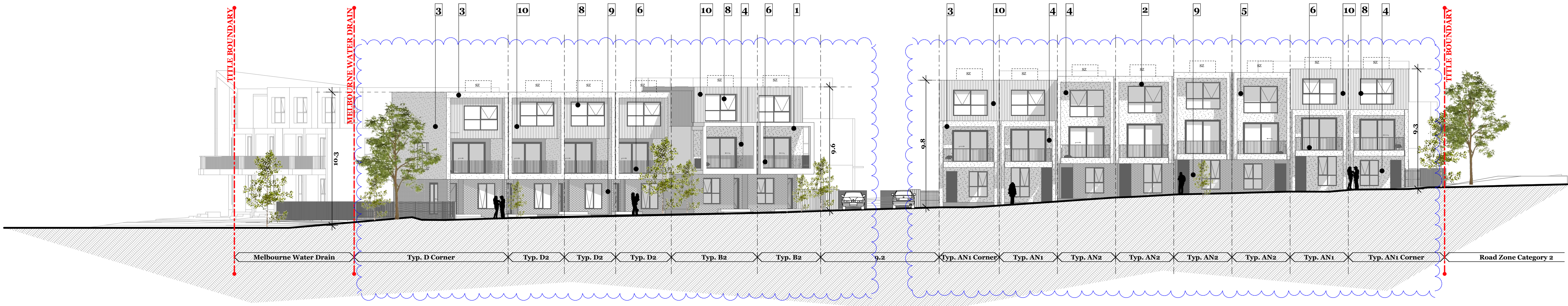
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CLADDING

11 - NATURAL
TIMBER LOOK
CLADDING

PLANNING & ENVIRONMENT ACT 1987
WHITTLESEA PLANNING SCHEME
Planning Permit No: 716834 (as amended 8 September 2021)
Indorsed to show compliance with Condition (s) 3 and 10 - Amended Plans
Sheet 7 of 15 Date: 22/09/2021



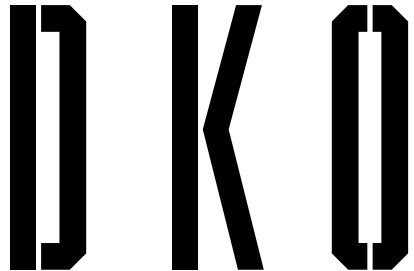
E-01 McKimmies Road Streetscape



E-02 Betula Avenue Streetscape

Rev.	Date	By	Ckd	Description
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Project Name	McKimmies Road
Project Address	328-338 McKimmies Road, Mill Park, VIC 3082

Project Number	11680
Drawing Name	Elevation - Streetscape
Scale	1:200
Date	24/05/2021

Client Branson Group

Drawing Number	TP07
Revision	A

1 - CONCRETE
LOOK RENDER
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FINISH 02

3 - CONCRETE
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FINISH 03

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FINISH 04

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WINDOW /
DOOR FRAMES

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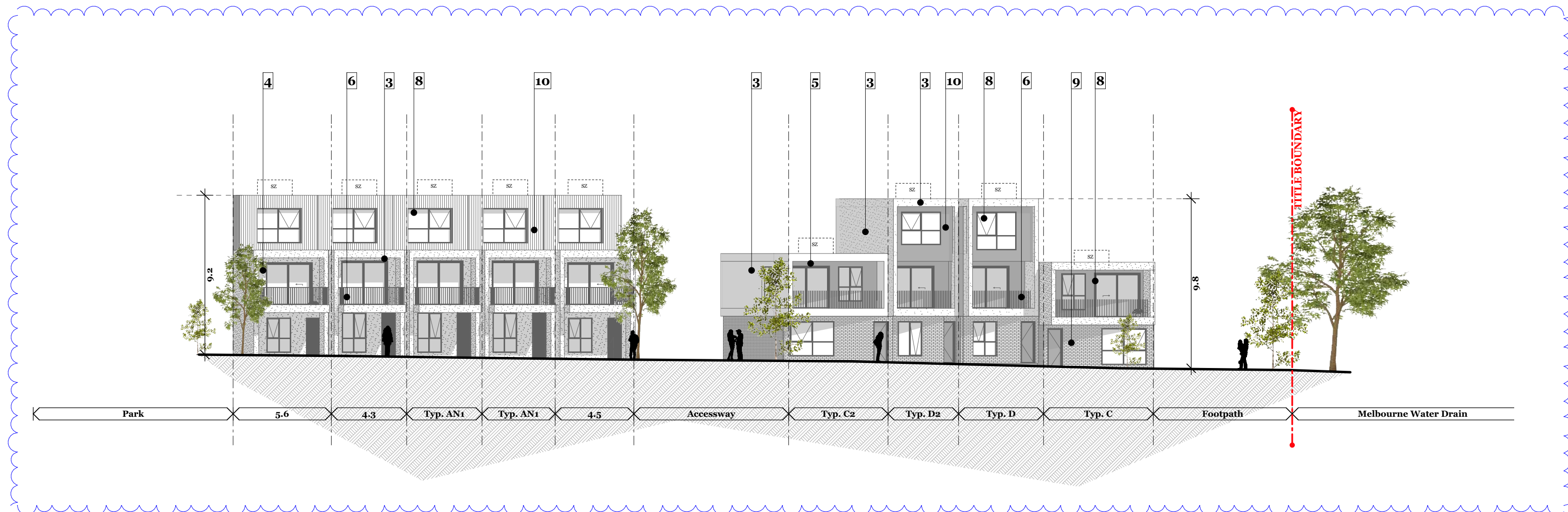
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CLADDING

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TIMBER LOOK
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Sheet 8 of 15 Date: 22/09/2021



E-03 Belmont Way Streetscape

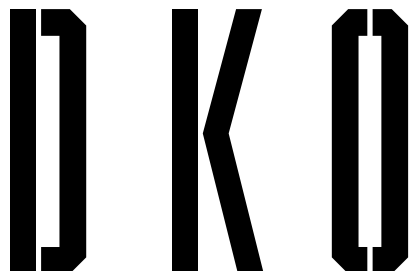


E-04 Belmont Park Streetscape

Rev.	Date	By	Ckd	Description
A	21.05.21	ASW	DG	PLANNING ADMENDMENT

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Project Name
Project Address

McKimmies Road
328-338 McKimmies
Road,
Mill Park, VIC 3082

Project Number
Drawing Name
Scale
Date

11680
Elevation - Streetscape
1:200
24/05/2021

Client

Branson Group

Drawing Number
Revision

TP08
A

1 - CONCRETE
LOOK RENDER
FINISH 01

2 - CONCRETE
LOOK RENDER
FINISH 02

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LOOK RENDER
FINISH 03

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LOOK RENDER
FINISH 04

5 - CONCRETE
LOOK RENDER
FINISH 05

6 - BLACK
METAL

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COLOURBOND
GUTTERS,
DOWNPIPES,
CAPPING &
ROOFING

8 - BLACK
POWDERCOAT
WINDOW /
DOOR FRAMES

9 - AUSTRALIAN
BRICKS
INDUSTRIAL
FOUNDRY

10 - DARK
DURAGROOVE
CLADDING

11 - NATURAL
TIMBER LOOK
CLADDING

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Planning Permit No: 716834 (as amended 8 September 2021)
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Sheet 9 of 15 Date: 22/09/2021



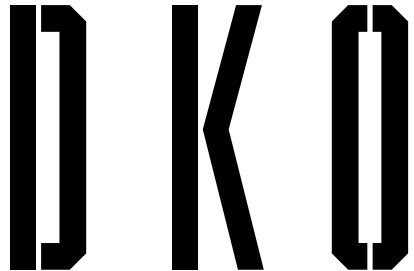
E-05 Internal Streetscape



E-06 Internal Streetscape

Rev.	Date	By	Ckd	Description
A	21.05.21	ASW	DG	PLANNING ADMENDMENT

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Project Name	McKimmies Road
Project Address	328-338 McKimmies Road, Mill Park, VIC 3082

Project Number	11680
Drawing Name	Elevation - Streetscape
Scale	1:200
Date	24/05/2021

Client	Branson Group
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Drawing Number	TP09
Revision	A

1 - CONCRETE
LOOK RENDER
FINISH 01

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LOOK RENDER
FINISH 02

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FINISH 03

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FINISH 04

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LOOK RENDER
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COLOURBOND
GUTTERS,
DOWNPIPES,
CAPPING &
ROOFING

8 - BLACK
POWDERCOAT
WINDOW /
DOOR FRAMES

9 - AUSTRALIAN
BRICKS
INDUSTRIAL
FOUNDRY

10 - DARK
DURAGROOVE
CLADDING

11 - NATURAL
TIMBER LOOK
CLADDING

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Sheet 10 of 15 Date: 22/09/2021



E-07 Internal Streetscape



E-08 Internal Streetscape

1 - CONCRETE
LOOK RENDER
FINISH 01

2 - CONCRETE
LOOK RENDER
FINISH 02

3 - CONCRETE
LOOK RENDER
FINISH 03

4 - CONCRETE
LOOK RENDER
FINISH 04

5 - CONCRETE
LOOK RENDER
FINISH 05

6 - BLACK
METAL

7 - BLACK
COLOURBOND
GUTTERS,
DOWNPIPES,
CAPPING &
ROOFING

8 - BLACK
POWDERCOAT
WINDOW /
DOOR FRAMES

9 - AUSTRAL
BRICKS
INDUSTRIAL
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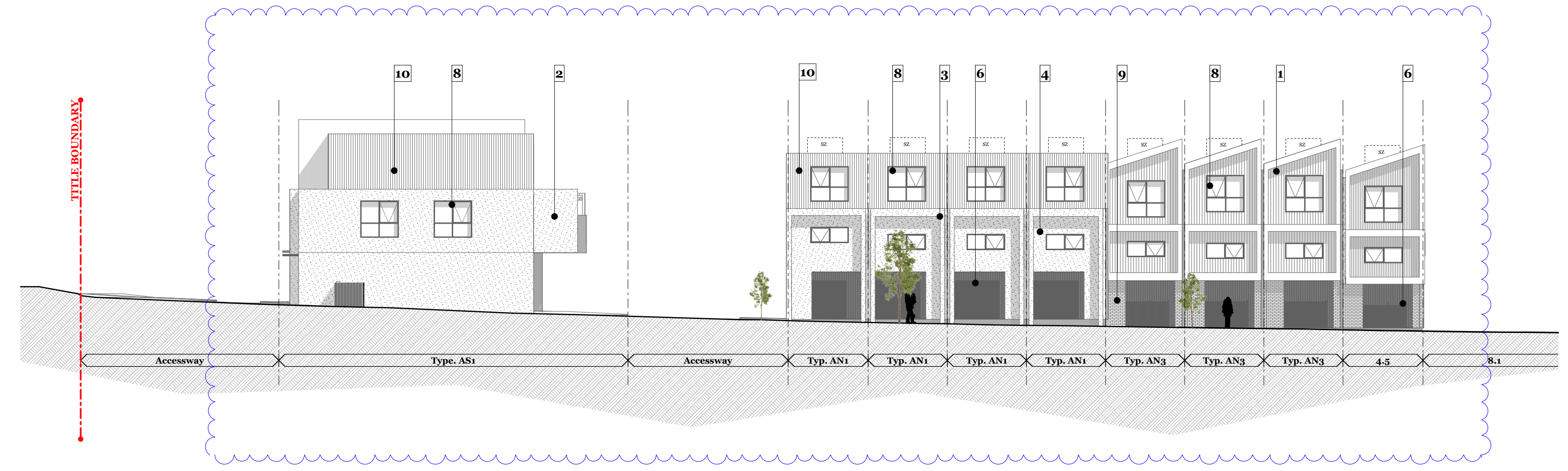
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DURAGROOVE
CLADDING

11 - NATURAL
TIMBER LOOK
CLADDING

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WHITTLESEA PLANNING SCHEME
Planning Permit No: 716834 (as amended 8 September 2021)
Indorsed to show compliance with Condition (s) 3 and 10 - Amended Plans
Sheet 11 of 15 Date: 22/09/2021



E-09 Internal Streetscape



E-10 Internal Streetscape

Annexure D

Owners Corporation Rules

OWNERS CORPORATION RULES

The Belmont Collection
328-338 McKimmies Road
MILL PARK VIC 3082

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Rules

1. HEALTH, SAFETY AND SECURITY

1.1. Health, safety and security of Owners, Occupier of Lots and others

- (1) An Owner or Occupier of a Lot 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.
- (2) An Owner or Occupier of a Lot must not use a Lot or the Common Property for any purpose which may:
 - (a) be contrary to any Law;
 - (b) adversely affect the reputation of the Development; and
 - (c) be reasonably likely to cause or contribute to any nuisance or hazard.
- (3) An Owner or Occupier of a Lot must not permit any child under the age of 14 years, and owner whom the Owner or Occupier has control, to remain unaccompanied (by a responsible adult) on Common Property, including car parking areas and/or recreational areas (if applicable), where there is a hazard or possible danger.

1.2. Fire Safety including Emergency Procedures

(1) Obstruction of Exits

An Owner or Occupier of a Lot must ensure that Common Property and emergency exits from the Development or Lots are not obstructed at any time.

(2) Fire Control

- (a) The Owners Corporation may secure and keep the Common Property and any Lots safe from fire or other hazards. This includes:
 - (i) permanently or temporarily closing off and restricting access to any part of the Common Property not required for access to a Lot; and
 - (ii) allowing part of the Common Property to be used for security purposes including monitoring security and safety of Lots, even if this means excluding Owners or Occupiers from using that part of the Common Property.
- (b) The Owners Corporation is responsible for the repair and maintenance of the fire safety system for the Development, which includes that part of the system situated within each Lot.
- (c) An Owner or Occupier of a Lot must not and they must not permit their guests to interfere with the fire safety system within and around the Development or otherwise behave in a manner that will, does or may cause a false fire alarm resulting in the fire authority attending the building.
- (d) The Owners Corporation, an Owner or Occupier of a Lot, or a representative appointed by the Owners Corporation must, in respect of the Development or the Lot, as appropriate:
 - (i) consult with any relevant authority as to an appropriate fire alarm and fire sprinkler system for the Development or the Lot;
 - (ii) ensure the provision of all adequate equipment to prevent fire or the spread of fire in or from the Development or the Lot to the satisfaction of all relevant Governmental Agency;
 - (iii) take all reasonable steps to ensure compliance with fire laws in respect of the Development or the Lot; and

- (iv) not interfere or activate any fire protection services in the Common Property or Development including but not limited to alarms, sprinklers, smoke detectors and fire hydrants except in the case of an emergency. The Owners Corporation may recover the cost of any charges for false alarms or making good any damage from the Owner or Occupier for breach of this Rule.

(3) Fire Control Laws

An Owner or Occupier of a Lot and the Owners Corporation must comply with all laws and requirements of relevant authorities on fire prevention and fire control.

(4) Fire Drill

An Owner or Occupier of a Lot must:

- (a) observe all fire and emergency drills. This includes participating in any evacuation drills;
- (b) ensure that they are aware of all safety and emergency procedures; and
- (c) follow the directions of any person who the Owners Corporation nominates as a fire warden to supervise the orderly evacuation of their Lot and the Common Property during any drill or emergency.

(5) Emergency Equipment

(a) An Owner or Occupier of a Lot must:

- (i) not use or interfere with any fire safety equipment except in the case of any emergency;
- (ii) not obstruct any fire escape;
- (iii) comply with all fire laws in respect of their Lot, including installing all required fire, fighting equipment and smoke detectors;
- (iv) ensure that all fire safety and other emergency equipment installed in their Lot are properly maintained and tested, and that back up batteries for smoke detectors are replaced as necessary; and
- (v) immediately notify the Owners Corporation if any safety equipment appears damaged, tampered with or not functioning.

(6) Imminent Danger

If there is a danger or threat concerning their Lot or the Common Property (for example, a bomb threat), an Owner or Occupier of a Lot must immediately:

- (a) notify the Manager or the Owners Corporation of the danger or threat;
- (b) obey the Manager or the Owners Corporation instructions, including evacuating the Lot or the Common Property; and
- (c) obey the instructions of the policy, fire brigade or relevant Authority.

1.3. Security

- (1) The Owners Corporation may take measures to ensure the security of the Common Property and any Lots from fire, flood or other hazards and may (without limitation):
 - (a) close any part of the Common Property not required as the only access to a Lot or either a temporary or permanent basis or otherwise restrict the access to or use by Owners or Occupiers of any part of the Common Property;

- (b) permit any designated part of the Common Property to be used by any security person or representative of the Owners Corporation to the exclusion of Occupiers as a means of monitoring security and general safety of any Lot or Common Property, either solely or in conjunction with other Lots;
 - (c) install and operate on the Common Property closed circuit television monitoring devices, audio-visual cameras and other audio-visual surveillance devices to monitor the security, safety and use of Common Property and Lots;
 - (d) restrict by means of Security Keys, the access of Occupiers to any Common Property; and
 - (e) control Security Keys by time periods and enforce use by dates.
- (2) An Owner or Occupier of a Lot must:
- (a) comply with any action or direction taken by the Owners Corporation in relation to the security or safety of the Common Property and Lots;
 - (b) ensure that all fire and security doors, gates and other doors are properly closed after use;
 - (c) not do anything that may interfere with the security or safety of the Common Property or a Lot;
 - (d) not interfere with any closed circuit television monitoring devices, audio-visual cameras and other audio-visual surveillance devices; and
 - (e) not to do or permit anything to be done that may prejudice the security or safety of the Common Property or any person in or around the Development.
- (3) Without limiting the generality of the requirement of Rule 1.3(2)(a), an Owner or Occupier must not:
- (a) allow any unknown guest(s) to enter the Development;
 - (b) allow anyone access into the Development if they have not used normal security procedures to enter;
 - (c) allow their guest/invitees to access the Development or use the common area facilities unless they are accompanied by an Owner or Occupier of a Lot.
- (4) All Security Keys remain the property of the individual Owner and an Occupier must:
- (a) keep the Security Keys and/or remote control which has been allocated, safe;
 - (b) immediately report the loss of any Security Key to the Owners Corporation;
 - (c) immediately notify the Owners Corporation of any person who is not an Owner or Occupier of a Lot to whom a Security Key has been made available;
 - (d) not copy any Security Key;
 - (e) ensure that only the Owners Corporation replace any Security Key;
 - (f) pay the Owners Corporation a reasonable fee (determined by the Owners Corporation) for any replacement or additional Security Key;
 - (g) comply with the reasonable requirements of the Owners Corporation in relation to Security Keys, including any requirement to limit the number of Security Keys issued in relation to any Lot; and
 - (h) not give or lend any Security Key to someone who is not an Occupier.

1.4. Storage of flammable liquids and other dangerous substances and materials

- (1) An Owner or Occupier of a Lot must not use or store on the Lot and or on the Common Property any flammable chemical, liquid or gas or other flammable material except chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
- (2) An Owner or Occupier of a Lot must only keep any substance permitted under Rule 1.4(1):
 - (a) at its own risk in all things; and
 - (b) provided that doing so, does not breach any other Rule.

1.5. Waste Disposal

- (1) An Owner or Occupier of a Lot must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other Lots.
- (2) An Owner or Occupier of a Lot must:
 - (a) not deposit, throw, leave or store any rubbish, dirt, dust sweepings, equipment or articles of any kind on Common Property that is reasonably likely to interfere with the peaceful enjoyment by any person of any Lot or Common Property other than in:
 - (i) proper securely wrapped parcels that will retain all odours, liquids and emissions; and
 - (ii) the receptable or areas specified for such purpose by the Owners Corporation;
 - (b) not deposit any hard rubbish or flammable materials on Common Property, unless directed by the Owners Corporation, and any Owner or Occupier found to be depositing such items on Common Property will be directed to remove it or the Owners Corporation will cause it to be removed. The Owners Corporation may recover the cost of any charges for removal of hard rubbish of flammable materials from the Owner or Occupier for breach of this Rule.
 - (c) not burn rubbish or other materials in their Lot or on Common Property;
 - (d) take all reasonable precautions to keep its Lot and the Common Property free from rodents, vermin, insects and other pests;
 - (e) deposit all recyclable items (i.e. paper, glass and plastic bottles) in the area designated for recycling items by the Owners Corporation; and
 - (f) neatly break down and collapse all cardboard boxes, polystyrene and other packaging before depositing them in the areas designated by the Owners Corporation.
- (3) An Owner or Occupier of a Lot must:
 - (a) ensure their bin/s is placed out for collection within 24 hours prior of the advised collection time;
 - (b) ensure their bin/s is placed out for collection in the designated area as advised by the Owners Corporation;
 - (c) ensure their bin/s is retrieved within 24 hours of being emptied; and
 - (d) ensure their bin/s is stored on their Lot and out of sight from another Lot, any Street and/or Reserve within the Development.
- (4) An Owner or Occupier who is found responsible dumping general waste, recycling or hard rubbish on Common Property and not in the areas designated by the Owners Corporation may be charged for the cost

of any charges for removal and/or cleaning undertaken by the Owner Corporation for breach of Rule 1.5.

2. MANAGEMENT AND ADMINISTRATION

2.1. Committees and Sub-Committees

- (1) An ordinary resolution at a general meeting is required for the following decisions (which may therefore not be delegated to a Committee or otherwise):
 - (a) whether to appoint a manager of the Owners Corporation; and
 - (b) who to appoint as the Manager of the Owners Corporation; and
 - (c) whether to revoke an appointment of a Manager of the Owners Corporation.
- (2) In the instance that the Owners Corporation wishes to or must elect a Committee to perform all or some of its functions, it must do so in accordance with all relevant Laws and regulations.
- (3) A Committee as appointed by the Owners Corporation, from time to time, may elect Sub-Committees to assist it in the performance of its' functions.
- (4) The Committee can delegate any or all of its functions to the Sub-Committees as permitted by Law.
- (5) Sub-Committees must:
 - (a) be comprised of Members;
 - (b) not act outside of their delegation;
 - (c) act honestly and in good faith in the performance of their functions;
 - (d) act in accordance with the Committees instructions; and
 - (e) report to the Committee with respect to the performance of their functions.
- (6) Members of Sub-Committees must vote in their capacity as members of the Sub-Committee and not as Members of the Committee.
- (7) The Committee and Sub-Committees must comply with the Rules and all applicable Laws.

2.2. Common Property and Services

- (1) **General**
 - (a) An Owner or Occupier must not do anything or permit anything to be done on or in relation to a Lot or the Common Property so that:
 - (i) the structural integrity of any part of the Common Property is impaired;
 - (ii) the provision of services through the Lot or the Common Property is interfered with in any way (except temporarily as consented to by the Owners Corporation and the Owner and Occupier of any Lot affected); and
 - (iii) any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with.
 - (b) An Owner or Occupier must:
 - (i) only use a Service supplied through meters in the Development, except in the case of emergency or failure of supply, where safe alternative sources of energy may be used (and without limitation, a naked flame is not a safe alternative);

- (ii) give immediate Notice to the Owners Corporation of any accident to or fault in a Service of which it becomes aware;
 - (iii) pay on demand for Services for Common Property;
 - (iv) where its Lot is not separately metered for any Service, including and without limitation gas, electricity and/or water, then the Lot Owner will pay on demand the portion of the relevant Service and any supply charged equal to the proportion that the unit liability of its Lot has to the total unit liability of all Lots that benefit from the Service;
 - (v) not enter into any plant room, machine housing, water disposal room, electricity switch room, machinery room in or on the Common Property servicing a Lot or Common Property;
 - (vi) not adjust, interfere with or modify any Service in or on the Common Property; and
 - (vii) not use any water closets, conveniences and other water apparatus including waste pipes and drains for any purpose other than those for which they were constructed.
- (c) Any consent given the Owners Corporation may be qualified or conditional.
 - (d) These rules must be given to an Occupier, not being the Owner, prior to taking up occupancy of a Lot.
 - (e) The Owners Corporation and/or Committee will from time to time issue a document titled 'Housekeeping Rules.' These housekeeping rules will assist Owners or Occupiers in interpreting the rules contained herein in respect to how these rules should be applied on a daily basis. Accordingly, the housekeeping rules will be binding on all Owners and Occupiers within the Development.

(2) Air Conditioning and Heating

- (a) Without limiting Rule 2.2(1), an Owner or Occupier is responsible for repairing, maintaining and if necessary replacing any air conditioning and heating equipment (including the unit, condenser and any items necessary to power and run the unit and condenser):
 - (i) that exclusively services its Lot;
 - (ii) strictly in accordance with manufacturer's directions and requirements; and
 - (iii) by engaging suitably qualified, insured and experienced tradespeople to do so.
- (b) Where any air conditioning and heating equipment is located on, visible from outside a Lot or passes over Common Property, an Owner or Occupier must obtain written approval of the Owners Corporation before accessing that equipment.
- (c) Where an Owner or Occupier wishes in to install further air conditioning and/or heating unit, they must first obtain the Owners Corporation written approval of its position and also engage a qualified electrician to undertake an inspection of the power being supplied to the Lot and ensure the wiring can take the extra load. The Owner will be responsible for payment of the cost associated with the inspection. An electrical certificate of compliance is required to be presented to the Owners Corporation confirming the additional load can be tolerated. The Owner will be responsible for payment of the cost associated with the inspection and certificate.
- (d) Emissions of noise, vibrations or odours which, in the Owners Corporation opinion, interferes with the quiet use and enjoyment of Common Property or other Lots is not permitted.

2.3. Debt Recovery

- (1) The Owners Corporation will and is entitled to re-coup all legal costs and all special fees/charges/levies and associated costs it incurs or expends in the recovery of any outstanding fees and any other costs incurred as a result of a breach of the Owners Corporation Rules by a Lot Owner or Occupier.
- (2) The Owners Corporation may commence debt recovery proceedings for recovery of outstanding fees, levy charges and other money due, against any Lot Owner of the Owners Corporation at the Victorian Civil Administrative Tribunal and the Manager and/or Committee has the power pursuant to this Rule to appoint a lawyer to act on behalf of the Owners Corporation in relation to any such debt recovery action.
- (3) The Owners Corporation may commence debt recovery proceedings for recovery of outstanding fees, levy charges and other money due, against any Lot Owner of the Owners Corporation in the Magistrates' Court of Victoria or any other competent Court including the Supreme Court of Victoria or the Federal Court of Australia for purposed of enforcement of recover of debts due and the Manager and/or Committee has the power pursuant to this Rule to appoint a lawyer to act on behalf of the Owners Corporation in relation to any such debt recovery action.
- (4) The Owners Corporations' right to interest does not limit any right of the Owners Corporation or:
 - (a) prevent the Owners Corporation recovering any amount exceeding the interest as a consequence of any default; or
 - (b) affect a Lot Owners obligation to pay the outstanding amount on the date it becomes due for payment.
- (5) The Owners Corporation may, but is not obliged to, carry out any obligation of a Lot Owner that the Lot Owner/Occupier has failed to carry out. If the Owners Corporation elects to do this, the Lot Owner must pay all costs of the Owners Corporation in doing so on an indemnity basis and on demand by the Owners Corporation to do so.

2.4. Insurance

- (1) The Owners Corporation's insurance includes building replacement and public liability cover. Owners or Occupiers are encouraged to seek advice with regard to undertaking appropriate insurance cover for fittings (i.e. carpets, light fittings and window furnishings), contents, public liability etc for their Lot.
- (2) An Owner or Occupier must not bring to, keep or permit to keep anything in its Lot or bring anything on to Common Property which does or is likely to:
 - (a) invalidate or suspend any insurance of the Owners Corporation or increase the premiums for any insurance policy affected by the Owners Corporation;
 - (b) increase the rate of insurance premium on the Development or the Common Property;
 - (c) contain any contaminant;
 - (d) conflict with or breach:
 - (i) any Law relating to fires, contamination or flammable substance;
 - (ii) these Rules; or
 - (iii) any insurance policy on the Development or the Common Property.

- (3) An Owner or Occupier must reimburse the Owners Corporation on demand for an increase in insurance premium resulting from any consent given to, or act or neglect by the Owner or Occupier.

2.5. Managers and Building Managers

- (1) Owners or Occupiers must not interfere with or stop the Owners Corporation Manager or the Building Manager (if applicable) from:
 - (a) performing its obligations or exercising its rights under their agreement with the Owners Corporation; or
 - (b) using Common Property that the Owners Corporation permits them to use.

2.6. Metering of services and apportionment of costs and services

- (1) The Owners Corporation must not seek payment or reimbursement for a cost or charge from an Owner or occupier that is more than the amount that the supplier would have charged the Owner or occupier for the same goods or services, except:
 - (a) in the case where a manager is appointed and that manager is entitled pursuant to their contract of appointment with the Owners Corporation, to charge a fee in relation to seeking such reimbursement.
- (2) If a supplier has issued an account to the Owners Corporation cannot recover from the 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 Owner or occupier from the relevant supplier.
- (3) Rule 2.6(2) does not apply if the concession or rebate:
 - (a) must be claimed by the Owner or occupier and the Owners Corporation has given the Owner or occupier an opportunity to claim it and the Owner or occupier has not done so by the cut off date for the rebate or concession set by the relevant supplier; or
 - (b) a concession or rebate that is paid directly to the Owner or occupier.
- (4) The Owners Corporation may charge an administration fee to facilitate the reading of the meters and sending out an additional consumption account.

2.7. Owners Corporation Fees

- (1) **Arrears Notice Charge**
 - (a) The Owners Corporation will and is entitled to re-coup a fee per arrears notice sent to any Lot Owner more than a quarter in arrears. If a default letter has to be served that a fee will be chargeable by the Owners Corporation. The fee for such service is as noted in the Owners Corporation Contract of Appointment – Additional Services or as per cost from the third party.
- (2) **Penalty Interest**
 - (a) The Owners Corporation will charge interest of any amount payable by a Lot Owner to the Owners Corporation that is outstanding 28 days after the due date until they are paid, at a rate of interest that must not exceed the maximum rate of interest payable under the Penalty Interest Rates Act 1987 and in accordance with the Owners Corporations Act 2006.

3. USE OF COMMON PROPERTY

3.1. General

- (1) An Owner or Occupier of a Lot must not obstruct or prevent the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property, or use the Common Property, or allow the Common Property to be used by any other person in such a manner as to unreasonably interfere with the quiet enjoyment of any person entitled to use the Common Property.
- (2) An Owner or Occupier of a Lot must not without the written approval of the Owners Corporation use for his or her own purposes as a garden or for any other purpose, any portion of the Common Property. Any approval may state a period for which the approval is granted.
- (3) An Owner or Occupier must not use any part of the Common Property for the making of a public announcement.
- (4) An Owner or Occupier must always follow the direction of the Owners Corporation when using Common Property. This includes all directions which are signposted in or around the Common Property.
- (5) An Owner or Occupier must not store or keep on the Common Property or any part thereof any materials or goods (including bicycles) and other items except in designated areas if any and subject to terms and conditions set forth in writing by the Owners Corporation.
- (6) An Owner or Occupier must not use common property power outlets for personal use.

3.2. Accidents, Damages and Defects

- (1) An Owner or Occupier must not paint, finish, mark, damage, deface or otherwise alter the exterior of any Building or improvement forming part of any Lot or Common Property.
- (2) An Owner or Occupier must not damage, drive nails or screws to any Common Property walls, floors, ceilings or alter a structure that forms part of the Common Property.
- (3) An Owner or Occupier must promptly notify the Owners Corporation of any accident they are aware of which occurred in the Building, on a Lot or Common Property, noting that the details of the incident may be required in writing.
- (4) An Owner or Occupier must promptly notify the Owners Corporation of anything likely to cause danger or risk to any person or property in or near a Lot of Common Property.
- (5) An Owner or Occupier must promptly notify the Owners Corporation of any defect or damage to the Building, Lots or Common Property of which they become aware.
- (6) An Owner or Occupier must promptly notify the Owners Corporation of any breakage or defect with regard to services generally including water pipes, air conditioning ducts or equipment, electrical and light fittings, fire equipment etc.
- (7) Without limited the operation of any other rule of the Owners Corporation, an Owner or Occupier must make good, repair and/or reinstate any damage or alteration to the Common Property caused by the Owner or Occupier with 7 days or such longer time as the Manager deems appropriate having regard to the nature and extent of the damage. If the Owner or Occupier fails to make good, repair and/or reinstate the Common property in accordance with this rule within 7 days or such other time as determined by the Manager, the Owners Corporation may take all necessary steps to make good, repair or reinstate the Common Property at the cost of the relevant Owner or Occupier, who must reimburse the Owners

Corporation all of its costs of doing so within 7 days of the Owners Corporation's demand, and the Owners Corporation shall be entitled to recover such costs from the Owner or Occupier as a debt due.

3.3. Alcohol and Glass

- (1) An Owner or Occupier and its guests must not consume alcohol on the Common Property except where it is permitted in designated alcohol areas subject to written approval of the Owners Corporation being provided.
- (2) An Owner or Occupier and its guests must not take or permit to be taken glassware or other breakable items onto the Common Property without written approval of the Owners Corporation being provided.

3.4. Animals

- (1) An Owner or Occupier must ensure that any pet or animal that is in its Lot or under its effective control:
 - (a) is not brought onto any of the Recreational Facilities;
 - (b) does not urinate, defecate or vomit on Common Property or create any other mess or damage whether by digging, scratching or otherwise;
 - (c) that any mess or untidiness is immediately cleaned including without limitation, footprints, hair, etc. from common property;
 - (d) is not left unattended on Common Property;
 - (e) does not interfere with a person's lawful use any enjoyment of any Lots or Common Property;
 - (f) is registered and vaccinated as required by any Law; and
 - (g) is restrained by a leash and kept under control.
- (2) The Owners Corporation may resolve to have a pet or animal removed from the Development if in the reasonable opinion of the Owners Corporation, the pet or animal:
 - (a) poses a danger or risk to any person and/or property; or
 - (b) has caused or is reasonably likely to cause a disturbance, noise or nuisance.
- (3) 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.
- (4) An Owner or Occupier who is keeping an animal that is subject of a Notice under Rule 3.4(3) must remove immediately remove that animal from its Lot and the Development.
- (5) Rules 3.4(2) and 3.4(3) do not apply to an animal that assists a person with an impairment or disability.

3.5. Bicycles

- (1) An Owner or Occupier must not permit any bicycle to be:
 - (a) stored on Common Property except in areas designated by the Owners Corporation or otherwise with its written consent.

3.6. Damages to and Cleanliness of 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 Rule 3.6(1) and 3.6(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 Occupier must promptly notify the Owners Corporation of:
 - (a) any damage and concerns regarding cleanliness to the Development, Lots or Common Property of which they become aware; and
 - (b) any breakage or defect with regard to services generally (i.e. water pipes, air conditioning ducts or equipment, electrical and light fittings, fire equipment etc.).
- (5) An Owner or Occupier of a Lot must and must ensure that all invitees of their Lot compensate the Owners Corporation for any damage caused by them or their invitees to any Common Property or personal property vested in the Owners Corporation.

3.7. Mail

- (1) An Owner or Occupier must clear its mail-receiving box of all material and objects every day, whether the mail, newspapers or advertising material is solicited or not.
- (2) An Owner or Occupier must arrange for Rule 3.7(1) to be complied with by another person, should the Owner or Occupier be absent, for any reason for any period of more than two nights.
- (3) An Owner or Occupier must not affix any signs or notices to their letterboxes unless supplied by the Owners Corporation.
- (4) An Owner or Occupier must supply the Owners Corporation Manager of their current email address and agree that all correspondence will be sent via email or pay a fee for mail to be sent to them via post as per the Owners Corporation Manager's Contract of Appointment – Additional Fees.
- (5) The Owners Corporation may remove unsightly build up in or around any mail receiving box and/or newspaper receptacle and is under no obligation to retain or store anything that is cleared and may destroy anything that it removes.

3.8. Moving of Goods, Moving in or Vacating

- (1) An Owner or Occupier must not move any bulky or heavy goods, or other goods that may damage or obstruct any part of the Common Property, into or out of the Development:
 - (a) without first obtaining the Owners Corporations consent to do so;
 - (b) without first making an appointment with the Owners Corporation at least three (3) Business Days before the intended move; and
 - (c) other than strictly in accordance with the directions of the Owners Corporation, which may include a direction to only load and deliver any goods from a rear entrance.
- (2) An Owner or Occupier of a Lot without the consent of the Owners Corporation must not move any bulky goods or heavy goods, into or out of the Development except between the hours of 9.00AM and 5.00PM on Business Days.
- (3) If an Owner or Occupier wishes to move into the Development on a weekend or after hours, that Owner or Occupier may be required to pay the costs, expenses and charges that the Owners Corporation Manager has determined to employ or contract staff to oversee the move to ensure the Common Property is protected.

- (4) Weekend and moves after hours can only be done after payment of the fee as approved by the Owners Corporation.
- (5) The Owners Corporation, may from time to time, determine that a bond is required to be paid to the Owners Corporation by the Owner or Occupier of a Lot moving in or out of the Development.
- (6) An Owner or Occupier must take all reasonable steps to prevent any damage to any Common Property when moving anything over Common Property or through the Development.
- (7) If damage is caused to any Common Property when moving anything over Common Property or through the Development, the Owner or Occupier who is responsible for the move is liable for all damage, liability or loss arising from the moving of goods or equipment by the Lot Owner or Lot Owner's Occupier, including (without limitation) for any repairs or cleaning that is undertaken by the Owners Corporation as a result thereof and must pay on demand the costs to the Owners Corporation.

3.9. Right of Way

- (1) An Owner or Occupier a Lot, upon receiving reasonable notice from the Owners Corporation, must allow the Owners Corporation or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to their Lot for the purpose of carrying out works or effecting repairs on mains, pipes, wires or connection or any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to their Lot or to any adjoining Lot or the Common Property.

3.10. Signage

- (1) An Owner or Occupier must not use any part of Common Property for displaying any placard advertisement or sign unless prior written consent of the Owners Corporation has been granted.
- (2) An Owner or occupier must not erect or allow the erect of any 'For Sale,' 'Auction,' 'For Lease' or similar board or any other sign of any description on the Common Property or within a Lot where it is visible from outside of a Lot.

3.11. Smoking

- (1) An Owner or Occupier of a Lot and its guests must not smoke cigarettes, cigars, e-cigarettes or tobacco on any part of Common Property or otherwise in contravention of any Law.
- (2) An Owner or Occupier must ensure they and any of their guests do not drop cigarette butts onto Common Property or onto another Lot.

3.12. Vehicles and parking on Common Property

- (1) An Owner or Occupier of a Lot must:
 - (a) drive in a manner that observes all signs that are on Common Property in relation to the use of any vehicle;
 - (b) park wholly within their allocated car parking space;
 - (c) not park in a Lot that is not designated to them without the written permission of the relevant Occupier, a copy of which must be provided to the Manager on request;
 - (d) not at any time exceed 5 kilometers per hour when on Common Property or any slower speed notified by the Owners Corporation from time to time;
 - (e) not drive in any manner that that is reckless, negligent or dangerous;

- (f) not use or permit to be used any part of the car space allocated for use other than to park a motor vehicle;
 - (g) only use their car parking space for the parking of registered and roadworthy vehicles;
 - (h) not lease or licence the car space without the written consent of the Owners Corporation which may be subject to the lease or licence of the car space being granted to only another Lot Owner or Occupier and the lease/licence must terminate on or before the lessee/licensee vacating the Lots;
 - (i) not sub-let any car parking space to a person who does not reside within the Development;
 - (j) not leave any unregistered vehicle on a Lot or on the Common Property;
 - (k) not load or unload vehicles other than entirely within the Development at the locations and at times which cause minimum interference to other vehicles and other than strictly within any rules of use;
 - (l) ensure that its car space remains free from oil, coolant, grease, contaminants or other materials or substances;
 - (m) remove any vehicle from its car parking space that is not used for any period exceeding 2 weeks or which otherwise becomes dangerous or unsightly;
 - (n) not use or permit to be used any part of the Common Property or the car space or any parking space to wash, clean or repair any vehicle;
 - (o) not park or permit a vehicle to be parked, unless in the case of an emergency, in parking spaces which are allocated for your use or on Common Property which would:
 - (i) obstruct a driveway, pathway, entrance or exit to a Lot or part of a Lot or parking space; or
 - (ii) be left in any place other than in a parking space, but this sub rule does to prevent an invitee from using a parking space situated on Common Property and specified for use by invitees/guests by the Owners Corporation;
 - (p) not without prior written consent from the Owners Corporation, enclose your car space or install a storage case on your car space.
- (2) An Owner or Occupier of a Lot must not, unless in the case of emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle to be parked or left:
- (a) on Common Property;
 - (b) on an area designated for visitor parking;
 - (c) on a Lot not owned by the Occupier or which the Occupier is entitled to use;
 - (d) in parking spaces situated on Common Property and allocated for other Lots;
 - (e) on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a Lot; or
 - (f) in any place, other than a parking area situated on Common Property specified for that purposed by the Owners Corporation.
- (3) An emergency referred to in Rule 3.12 means a situation where there is a reasonable and present risk of loss of life, injury or damage to property or Common Property.
- (4) If an Owner or Occupier of a Lot is in breach of Rule 3.12(2), the Owner or Occupier of the offending vehicle grants permission to the Owners Corporation to tow their vehicle and the Owner or Occupier must reimburse the towing company and/or the Owners Corporation for any associated charges. Parking

offenders can be reported to Anytime Towing on 0409 982 860. Any vehicles parked on Common Property without authorisation will be reported by the Owners Corporation to the towing company. An Owner or Occupier has the right to report unauthorised vehicles to be towed if parked without permission in their respective parking space.

- (5) Notwithstanding Rules 3.12, an Occupier must move any motor vehicle or other vehicle from the Common Property if requested by the Owners Corporation to do so.
- (6) The Owners Corporation may arrange for any vehicle parked or left in breach of these Rules to be towed away.
- (7) The cost of the Owners Corporation to tow away any vehicle will be a debt due to the Owners Corporation, payable on demand by the Occupier that is responsible for the vehicle gaining access to Common Property, whether or not that Occupier is the registered Owner of the vehicle.
- (8) An Occupier must not take or permit a motor vehicle or any other vehicle on Common Property that may leak or drop oil, coolant, grease, contaminants or other materials or substances on Common Property or a Lot.
- (9) The cost of the Owners Corporation to clean and remove oil, coolant, grease, contaminants or other materials or substances on Common Property will be a debt due to the Owners Corporation, payable on demand, by the Occupier that is responsible for the vehicle that has dropped the oil, coolant, grease or other materials or substances gaining access to Common Property, whether or not that Occupier is the registered Owner of that vehicle.
- (10) An Occupier may allow a tradesman to park in their car parking space only if the Lot Owner or Occupier:
 - (a) advises the Manager in advance;
 - (b) ensures the tradesperson reports to the Manager and, if required, completes the Contractor Induction form;
 - (c) ensures that tradesperson's trailers are not parked in the car park as this is not permitted;
 - (d) is responsible for any damage caused by the tradesperson to the Building or any property.
- (11) Drivers must comply with all directional and speed limit signs in and around the car parking area.
- (12) Drivers must exercise due care while driving in and around the car park area so as not to cause danger or concern to any person or to property.
- (13) An Owner or Occupier of a Lot must keep their car spaces in a clean and tidy condition and must not litter the car park.
- (14) Drivers must not do or permit anything to be done which will cause a nuisance or disturbance to other Lot Owners or Occupiers.
- (15) The Owners Corporation is not responsible for:
 - (a) any damage to a vehicle while in a car park area or while entering or leaving the Development;
 - (b) the theft of any vehicle or of any item within any vehicle parked in the car park area;
 - (c) vehicles are parked and left in the car park area as this is at the sole risk of the Lot Owner or Occupier.

- (16) An Owner or Occupier of a Lot may only wash and clean their vehicles in the designated car wash bay (if applicable) and must seek approval of the Manager should they require the use of the car wash bay for in excess of one hour.

4. RECREATIONAL FACILITIES

The following Rules must be observed in relation to the use of the Recreational Facilities.

- (1) The Recreational Facilities are used at the risk of an Occupier and an Occupier releases the Owners Corporation from any loss that may be suffered or incurred.
- (2) The Recreational Facilities are for use by Occupiers and a maximum of two guests only, except with the prior written consent of the Owners Corporation for the Recreational Facilities which can be booked for exclusive use by an Occupier.
- (3) Children under the age of 16 who are under the responsibility of the Occupier are only permitted to use the Recreational Facilities whilst under direct adult supervision.
- (4) Pets are not permitted to be brought into any of the Recreational Facilities areas.
- (5) Sharp objects and glass are not permitted in the Recreational Facilities, except with the prior written consent of the Owners Corporation.
- (6) Alcohol and food are not permitted in the Recreational Facilities, except with the prior written consent of the Owners Corporation.
- (7) All litter must be placed in the waste bins provided by the Owners Corporation or taken away by the Occupier upon leaving the Recreational Facilities area.
- (8) Smoking of cigarettes, cigars, electronic-cigarettes (e-cigarettes) etc. is not permitted in the Recreational Facilities or on any common areas of the Building.
- (9) Hours of use are from 8AM to 10PM or otherwise as the Owners Corporation may direct from time to time or with the prior written consent of the Owners Corporation.
- (10) Suitable clothing and footwear are to be worn in the Recreational Facilities at all times.
- (11) Users must ensure the Recreational Facilities is left neat and tidy after use.
- (12) No personal music or other equipment that may be audible by other users may be used in the Recreational Facilities, other than any supplied by the Owners Corporation, except with the prior written consent of the Owners Corporation.
- (13) Any signs put up in the Recreational Facilities by the Owners Corporation from time to time must be observed.
- (14) Users of the Recreational Facilities must act in a responsible and sensible manner at all times.
- (15) Running, ball playing or noisy, boisterous, rough play or hazardous activities are not permitted in the Recreational Facilities.
- (16) All equipment in the Recreational Facilities must be used strictly in accordance with the manufacturer's directions at all times.
- (17) Occupiers must ensure they and their guests abide by the Rules as determined for each Recreational Facility.

- (18) All users are required to use common sense and fairness when using the Recreational Facilities. All users should respect the fact that they must share the facilities in an equitable manner and that some Occupiers may be sleeping whilst the Recreational Facilities are being used.
- (19) An Occupier will be responsible for any damage, cleaning or reinstatement costs incurred by the Owners Corporation as a result of their use and that of their guests use of the Recreational Facilities.
- (20) The Owners Corporation reserves the right to seek reimbursement from an Occupier found responsible for leaving an area in an unacceptable condition requiring the services of additional cleaning staff to ensure the area can be used by other Occupiers.

4.2. Use of Barbeque Area/Fire Pit Area Area

The following Rules must be observed in relation to the use of the Barbeque Area/Fire Pit Area/Pizza Oven.

- (1) The Barbeque Area/Fire Pit Area may be booked for exclusive use by Occupiers only.
- (2) Bookings for exclusive use of the Barbeque Area/Fire Pit Area is at the discretion of the Owners Corporation and may be subject to payment of a bond as determined by the Owners Corporation prior to the date of use and additional conditions of use as deemed necessary.
- (3) Exclusive use of the Barbeque Area/Fire Pit Area or use outside of the usual hours of use, is available by prior arrangement with the Manager, and may be subject to:
 - (a) a deposit, if requested by the Manager or Owners Corporation of \$500 (or a fee as determined by the Owners Corporation) is required to be paid to the Manager prior to using the facility as booked, unless booked by the Owners Corporation. The deposit will be returned on the proviso that the area is left in the same condition as was provided and there is no damage to furniture or Common Area. Administration fees/surcharges which may be charged by the Owners Corporation, Manager and/or third-party payment facility will not be refunded;
 - (b) payment of a fee to the Owners Corporation to cover the cost of the Manager or other representative of the Owners Corporation to undertake inspection prior to and after use *if instructed by the Owners Corporation);
 - (c) compliance with conditions of that use determined by the Owners Corporation; and
 - (d) users will be liable for any damage or loss to or of Common Property incurred due to the exclusive use.
- (4) In the event that the Owners Corporations approves a request of exclusive use of the Barbeque Area/Fire Pit Area and the function is greater than 20 or more attendees, security may need to be provided at the direction of the Owners Corporation and at the cost of the Owner or Occupier of the Lot organising the function.
- (5) Bookings for periods in excess of four (4) hours, is not permitted unless otherwise approved in writing by the Manager and/or Owners Corporation.
- (6) The Owners Corporation reserves the right limit the length of time of any booking and not take bookings on particular days.
- (7) The Barbeque Area/Fire Pit Area is for use by Occupiers and their guests only.

- (8) No more than four guests per Lot may use the Barbeque Area/Fire Pit Area/Pizza Oven at any one time, and those guests must be accompanied by the Occupier at all times
- (9) The Occupier must at all times accompany their guests and be in attendance during any reserved time.
- (10) The responsible consumption of alcohol by users is permitted within the Barbeque Area/Fire Pit Area/Pizza Oven. This rule is to be regarded as a privilege and not a right and the quiet enjoyment of other users must be of first priority.

All users must ensure the Barbeque Area/Fire Pit Area is neat, tidy and cleaned at the end of their reserved time.

4.3. Use of Garden Area/Park

The following Rules must be observed in relation to the use of the Garden Area/Park.

- (1) The Garden Area/Park is for use by Occupiers and their guests only.
- (2) No more than two guests per Lot may use the Garden Area/Park at any one time, and those guests must be accompanied by the Occupier at all times
- (3) Occupiers must not and must ensure their guests do not consume food or alcohol whilst using the Garden Area/Park, unless otherwise approved in writing by the Owners Corporation.
- (4) Glass and other sharp objects are not permitted in the Garden Area/Park, unless approved in writing by the Owners Corporation.
- (5) All users must ensure the Garden Area/Park is neat, tidy and cleaned at the end of their reserved time.
- (6) The Garden Area/Park is not to be used for ongoing trade or business purposes.

4. LOTS – RESIDENTIAL

4.1. Access

- (1) An Owner or Occupier of a Lot must permit the Owners Corporation to enter its Lot to enable access for external cleaning of windows and façade of building, to inspect, repair, maintain or replace any part of the Lot, the Common Property or the Services.
- (2) To exercise the right under Rule 4.1(1), the Owners Corporation must:
 - (a) give at least 7 days' Notice, except in the case of emergency, where no Notice is required; and
 - (b) act reasonably to minimise any inconvenience.

4.2. Auctions

- (1) An Owner or Occupier of a Lot must not allow any person to conduct any auction, liquidation or for sale on the Lot or Common Property unless prior written approval is obtained from the Owners Corporation.

4.3. Change of Use of Lots

- (1) An Owner or Occupier of a Lot must give written notification to the Owners Corporation if they change 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 proposed. Examples provided will not be permitted by the Owners Corporation.
- (2) An Owner or Occupier of a Lot may only change the original permitted use of its Lot:

- (a) after receiving the written consent of the Owners Corporation to do so;
 - (b) after obtaining all consents of the Owners Corporation to do so;
 - (c) provided no other Rule will be or is reasonably likely to be breached as a consequence of the change of use.
- (3) An Owner or Occupier of a Residential Lot must not, and must ensure that the Lot is not used for any trade, profession or business, nor permit any other person to do so, unless:
 - (a) the person conducting the trade, profession or business is a fulltime resident of the Lot and only operates a home office with a maximum of one employee; and
 - (b) the relevant planning scheme does not prohibit the relevant trade, profession or business to be carried on in a Residential Lot; and
 - (c) all necessary permits from the relevant authorities to enable the relevant trade, profession or business to be carried on in that Residential Lot has been obtained.
- (4) An Owner or Occupier of a Residential Lot must ensure that the Lot is not used for any purpose that is prohibited by Law (including all town planning laws and zoning instruments).
- (5) An Owner or Occupier of a Residential Lot must ensure that the Residential Lot is not occupied by more than two adults per bedroom (unless those persons are related to each other by blood or kin).
- (6) The Owners Corporation requires all balconies be inspected on a yearly basis to ensure there are no items that could cause a fire being stored on them.

4.4. Cleaning and Repair

- (1) An Owner or Occupier must keep its Lot (including any garage or car park utilised by the Owner or Occupier) clean and in good repair.
- (2) An Owner or Occupier must ensure its car parking space(s) are free of oil, petrol and like substances. The Owners Corporation may clean any car parking space which is excessively stained by oil, petrol or a like substance at the Owner's or Occupier's expense if after providing 28 days' notice the Owner or Occupier has failed to clean the excessive staining. The Owners Corporation may authorise a person to enter the relevant Lot or Development on its behalf to carrying out cleaning of car spaces in accordance with this Rule.
- (3) An Owner or Occupier must ensure that all landscaped areas visible from Common Property or which adversely affect the outward appearance or state of repair of the Lot or the use and enjoyment of the Lots or Common Property by other Owners or Occupiers are maintained to a standard commensurate with the standard of maintenance of Common Property landscaped areas or as reasonably directed by the Owners Corporation or its Manager.
- (4) An Owner or Occupier must keep clean all surfaces of glass in windows and doors on the boundary of the Lot, including any part of that glass which is in the Common Property unless;
 - (a) the Owners Corporation resolves that it will keep the glass or specified parts of the glass clean; or
 - (b) that glass or part of the glass cannot be accessed by the Owner or Occupier safely or at all.

4.5. External Appearance of Lots

- (1) **Awnings, Flywire Screens, Window Furnishings**

- (a) An Owner or Occupier must not install or permit the installation of any awnings or flywire screens to the exterior of any Lot or any part of the Common Property other than as permitted by the Owners Corporation.
- (b) An Owner or Occupier must not allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or otherwise treated.
- (c) An Owner or Occupier must not install or permit the installation of any curtains, blinds or other window furnishings within a Lot which are not in accordance with the specifications adopted by the Owners Corporation as detailed below:

Type of Blind approved: Roller

Colour of backing approved: White or off-white

- (i) where it effect alters the façade of the Development;
 - (ii) change or alter any blinds or window furnishings, unless the proposed blinds/window furnishing is consistent with that installed at the time of completion of construction/handover.
- (d) Each Owner must install and maintain internal window furnishings on their Lot in a manner so as to ensure efficient operation of the heating/cooling system of the Lot.

(2) Balconies, Private Gardens, Terraces

- (a) An Owner or Occupier must not hang or permit to be hung any clothes or other articles including wind chimes on any balconies, windows, stairways or any part of the Common Property or any part of the exterior of the Lot so as to be visible or audible from the outside of the Lot.
- (b) An Owner or Occupier must not construct, erect or fix any shed, enclosure, spa, water feature, or structure of any nature or description or undertake any building within their private garden area forming part of the Lot without the prior written consent of the Owners Corporation.
- (c) An Owner or Occupier must ensure that any barbeques, pot plants and outdoor furniture and other movable objects kept within their private garden in their Lot is secured against strong winds and where necessary remove any loose items from balconies which may be dislodged during periods of strong winds.
- (d) An Owner or Occupier must not allow any plants or flowers contained within a planter box which forms part of any Lot or otherwise attached to their Lot to become unkempt and must ensure at all times that the plants or flowers are maintained according to the specification as determined by the Owners Corporation. In the event that the said plants or flowers are not maintained accordingly, the Owner or Occupier at the time will provide access (after reasonable notice is provided) to a representative of the Owners Corporation for the express purpose of the reinstating the planter box to the said specification, all costs of which will be charged to the account of the Owner of the Lot.
- (e) An Owner or Occupier must not interfere or tamper with the planter box irrigation system installed in the Development. The Occupier at the time will provide access after reasonable notice is

provided to a representative of the Owners Corporation for the purpose of repairing, maintaining or replacing the automatic irrigation system owned by the Owners Corporation that services the planter/flower box which forms part of any Lot.

- (f) An Owner or Occupier must not temporarily or permanently fix or otherwise install on any part of their Lot, any equipment or apparatus of any kind (including, any external blind, light fitting, awning, air conditioning unit, antenna or satellite dish).
- (g) An Owner or Occupier must ensure that no rubbish, residue or overflow is expelled onto another Lot at all or onto Common Property when cleaning or washing private gardens other than to areas specifically designated for such purpose from time to time by the Owners Corporation.
- (h) An Owner or Occupier must ensure that when watering or cleaning any private garden area that forms part of the Lot, the water does not overflow onto another Lot or Common Property.
- (i) An Owner or Occupier must grant and provide to the Owners Corporation, upon the Owner or Occupier being given 5 calendar days prior written notice, access to Common Property through Owner's or Occupier's Lot for the purpose of cleaning and/or maintaining the Common Property.
- (j) An Owner or Occupier must ensure building materials related to any Building Works are not stacked or stored in or on balcony areas.
- (k) An Owner or Occupier must not permit disposal of cigarette butts, cigarette ash or any other item over balconies on Common Property or other Lots.
- (l) An Owner or Occupier must keep balconies clean, tidy and well maintained.

(3) **Finishes**

- (a) An Owner or Occupier of a Lot must not change the colour or finish to any external façade elements which includes the colour or finish to any external floor finish outside the Lot boundary. Any proposals must be approved by the Owners Corporation and documentation submitted is to be supported with specifications outlining all finishes including a materials board.

4.6. Music

- (1) An Owner or Occupier of a Lot must ensure that music or noise from their Lot heard by other Lots within the Development, are at all times, complies with the applicable Law at any point in time.

4.7. Pest Control

- (1) An Owner or Occupier of a Lot must, at their cost, keep the Lot free from pests, including (without limitation) cockroaches, spiders, ants, rodents and other vermin.

4.8. Sound Systems

- (1) An Owner or Occupier of a Lot must keep noise of music and surround sound systems at a reasonable level to minimise disturbance to other Lot Owners or Occupiers.

4.9. Use of Lots

- (1) An Owner or Occupier of a Lot must not:

- (a) use or permit the Lot to be used for any purpose which may be illegal or damaging to the reputation of the Development or may cause a nuisance or hazard to any other Lot Owner or Occupier of any Lot or the invitees of any such Lot or Occupier;
 - (b) use or permit a Lot to be used in a manner that would contravene any planning regulations, requirements or restrictions placed on the Plan of Subdivision;
 - (c) ensure they comply with all Laws regarding the Lot including any requirements, notices or orders of any governmental authority and terms (as they are applicable to a Lot Owner or Occupier) of any agreement under Section 173 of the Planning and Environmental Act 1987 (Vic) affecting the Lot of the Common Property;
 - (d) allow any part of the Lot to become unreasonably untidy, unclean or not properly maintained so that it detracts from the amenity or appearance of the Development;
 - (e) dispose or permit disposal of cigarette butts, cigarette ash or any other materials from any Lot;
 - (f) make or permit to be made any undue noise in the Lot which may be heard outside the Lot between the hours of 10PM and 8AM;
 - (g) make or permit to be made any noise from audio equipment, music or machinery which may be heard outside the Lot without the prior written consent of the Owners Corporation and then only on the terms and subject to the conditions specified in that consent;
 - (h) install or authorise a person to install a locking or safety device to protect the Lot against intruders, or a screen or barrier to prevent entry of animals or insects, unless:
 - (i) the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the Building; and
 - (ii) any device, screen or barrier installed is maintained in good order and repair.
 - (i) install additional locks or devices to the Lot's front fire door entrance that could cause the door to be made non-compliant to the fire regulations annual audit which in any case such installation will be subject to obtaining the prior written consent of the Owners Corporation;
 - (j) make or permit to be made any alterations or additions whether structural or otherwise to the exterior of the Lot and/or any Accessory Lot or any part thereof;
 - (k) do or permit anything which may invalidate, suspend or increase the premium for any insurance effected by the Owners Corporation;
 - (l) feed birds or other animals from window sills, balcony area or terrace of the Lot or on any areas associated with the Common Property; and
 - (m) keep or allow anything belonging to them on any balcony or any part of the exterior of the Lot that is causing a nuisance after the Owners Corporation has resolved that the thing is causing a nuisance or adversely affects the use and enjoyment of the Development, Lots or Common Property by other Lot Owners and Occupiers.
- (2) An Owner or Occupier of a Lot must:
- (a) keep their Lot secure;

- (b) ensure any garden area associated with their Lot for their exclusive use is maintained (i.e. lawn area mowed, plants maintained, shrubs/trees cut back etc.); and
- (c) be appropriately clothed when on any part of their Lot visible from another Lot or from Common Property.

4.10. Wind

- (1) During periods of high winds or when departing a Lot, an Owner or Occupier must:
 - (a) ensure all doors and windows are tightly closed, including the glazed screens to the terrace areas (if applicable); and
 - (b) in order to minimise the likelihood of risk and damage to surrounding people or property, remove all loose or unfixed items are also to be removed from the balcony forming part of their Lot to prevent items sliding into and potentially causing damage to balustrades or being thrown over the balcony onto other Lots or Common Property.
- (2) An Owner or Occupier of a Lot are advised that the glazed screens may, under certain circumstances of high winds, vibrate and/or generate noise.

5. BUILDING WORKS

5.1. Process for Building Works

- (1) An Owner or Occupier of a Lot must obtain the Owners Corporation's written consent prior to undertaking any building works relating to a Lot or Services such as demolishing walls or altering the design of a Lot etc. Prior to commencing works under this Rule, the Lot Owner or Occupier must:
 - (a) if an Occupier, provide the Owners Corporation with written approval of the Lot Owner that the proposed works may be undertaken;
 - (b) provide the Owners Corporation with copies of plans, specifications, permits, consents and approvals, if the building works include any structural related works or works related to the Services;
 - (c) if structural alterations are required, pay all costs for the Owners Corporation to appoint independent qualified consultants, necessary to obtain professional advice to enable it to properly review and determine whether or not to consent to the proposed building works including:
 - (i) appointment of a building surveyor; and
 - (ii) appointment of, directly or by subcontract, other experts selected by the Owners Corporation from whom the building surveyor requires input.
 - (d) subject to the Lot Owner or Occupier complying with all obligations under Rule 5, the Owners Corporation will use all reasonable endeavours to act as quickly as possible to provide feedback or consent regarding any proposed building works;
 - (e) prior to commencement of any works, provide the Owners Corporation with:
 - (i) a copy of the relevant public liability insurance policy and certificate of currency pertinent to the proposed works;
 - (ii) an estimated completion time for the works;

- (iii) evidence or proof that any installation will not affect the external appearance of the Building or any Common Property or Services or the fire or acoustic ratings of any component of the Building; and
- (iv) evidence that the building works will not affect the structural integrity of the Building.
- (f) follow the reasonable requirements and directions of the Owners Corporation;
- (g) engage only qualified trades people, holding all necessary and current licences and insurance to do the works, as approved by the Owners Corporation, and provide a copy of the licences and the insurance policy or certificate of currency for the policy to the Owners Corporation on request;
- (h) ensure the proposed building works are undertaken in a proper and workmanlike manner and following the drawings and specifications for the works;
- (i) ensure that the proposed building works comply with all Laws, including obtaining the Occupancy Permit or Final Inspection Certificate when necessary;
- (j) ensure the proposed building works are undertaken at times and in a way that minimise damage, disturbance and inconvenience to others;
- (k) prior to occupation, allow a building surveyor (appointed by the Owners Corporation at the cost of the Lot Owner) to inspect the completed works on behalf of the Owners Corporation and to the extent that they relate to Common Property or the Services, confirm in writing to the Lot Owner and the Owners Corporation, that these works are acceptable and that the Lot Owner or Occupier can commence occupying the Lot or area for that Lot; and
- (l) if the works to the Lot are not acceptable to the Owners Corporation on the basis that in the professional opinion of the building surveyor, they adversely impact Common Property or the Services, the Lot Owner must rectify the works to the satisfaction of the Owners Corporation.

5.2. Restrictions on Building Works

- (1) An Owner or Occupier of a Lot must ensure that they and their agents and contractors undertaking the works comply with the following restrictions:
 - (a) no building materials may be stacked or stored outside their Lot or in Common Property;
 - (b) no scaffolding may be erected on the Common Property or the exterior of their Lot;
 - (c) building works must be undertaken during times permitted by local Laws, as required by any responsible Authority or the Owners Corporation;
 - (d) the exterior of any Building or the Lot and the Common Property must be maintained in a clean and in a safe state at all times;
 - (e) construction vehicles and construction worker's vehicles must not be parked on the Common Property or in any other Lot Owner's or Occupier's car space;
 - (f) the method of the building operations, means of access, use of Common Property, onsite management, building protection and hours of work must comply with the reasonable directions of the Owners Corporation;
 - (g) access to other Lots or the Common Property to install or maintain Services or to do any building works required the written consent of the Lot Owner or, in the case of Common Property, the

written consent of the Owners Corporation;

- (h) works cannot commence before 8.30AM or continue beyond 4.30PM, although tools and materials may be brought onsite from 8AM and taken offsite by 5PM;
- (i) building works must not be undertaken on weekends or public holidays;
- (j) the Manager will advise which list is to be used for the transport of materials and debris, and only whilst fitted with protective coverings (floors and walls);
- (k) when the Owners Corporation approves building works to a Lot, the Lot Owner or Occupier may be required to provide a security deposit as determined by the Owners Corporation before the building works commence;
- (l) the Manager may, in its absolute discretion require the Lot Owner or Occupier to provide a security deposit or bond (being a fee determined by the Owners Corporation) in relation to building works or costs associated with cleaning and/or making good any damage sustained to Common Property; and
- (m) the deposit will be returned promptly after the building works have been completed when the Owners Corporation has verified that no damage has occurred and that no additional cleaning of the common areas is required as a result of the building works.

5.3. Requiring notice to Owners Corporation of any Building Works to Lots

- (1) An Owner or Occupier of a Lot must not perform any renovations and/or Building Works on a Lot without having given 28 days written notice of the intended works to the Owners Corporation and the Owner or Occupier of all Lots abutting the Lot to be renovated.

5.4. Damage to and Cleanliness of Common Property

- (3) An Owner or Occupier of a Lot must immediately clean and remove any dirt, debris or other rubbish resulting from the building works.
- (4) An Owner or Occupier of the Lot must indemnify the Owners Corporation against any damage, expense, loss or liability incurred by the Owners Corporation and if the Owners Corporation makes good any damage to, or cleans the Common Property or undertakes cleaning required as a result of the building works, the Lot Owner or Occupier will reimburse the Owners Corporation for any cost or liability incurred.

5.5. The Lot Owner must pay Owners Corporation costs

- (1) If the Owners Corporation requires advice from an architect or other consultant concerning the proposed building works, the Lot Owner must pay on demand the reasonable fees and expenses which the Owners Corporation incurs for seeking that advice.

6. BEHAVIOUR OF PERSONS

6.1. Behaviour of Owners, Occupiers and invitees on Common Property

- (1) An Owner or Occupier of a Lot must take all reasonable steps to ensure that their guests, do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the Common Property.

- (2) An Owner or Occupier of a Lot must:
- (a) when on Common Property or visible from Common Property be adequately clothed and not use language or behave in a manner likely to cause offence or embarrassment to any other person;
 - (b) not hold parties or gatherings on the Common Property unless the Owners Corporation first consent in writing;
 - (c) not consume alcohol on Common Property without first obtaining the written consent of the Owners Corporation;
 - (d) not take glassware in any Common Property areas;
 - (e) not smoke on any Common Property area;
 - (f) not use skateboards, scooters, roller skates, roller blades or similar forms of recreation transport on the Common Property; and
 - (g) ensure that any child or minor over whom the Lot Owner or Occupier has care, responsibility or control is at all times accompanied by them whilst on Common Property.

6.2. Noise and Nuisance Control

- (1) An Owner or Occupier of a Lot, or their guest must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the Common Property.
- (2) Rule 6.2(1) above does not apply to the making of noise if the Owners Corporation has given written permission for the noise to be made.
- (3) An Owner or Occupier of a Lot must:
 - (a) ensure that no entertainment noise or any noise created by any mechanical installation is audible outside the Lot between the hours of 10PM and 8AM (or such other hours as the Owners Corporation approves from time to time);
 - (b) not make any disturbing or irritating noises or install or use any appliance, engine, machine or instrument which causes or may be likely to cause noise or vibration on or about the Common Property or that can be heard or felt outside of the Lot in which the noise or vibration is emanating from;
 - (c) not hold or permit to be held any social gathering in its Lot or on Common Property which is likely to cause any such noise as set out in this Rule;
 - (d) not install or operate any intruder alarm which emits an audible signal or any external speakers or audio amplifiers on any balcony or adjoining areas without the written consent of the Owners Corporation.

7. DISPUTE RESOLUTION

7.1. Complaints

- (1) Any complaint, application or request to the Owners Corporation must be addressed in writing to the secretary of the Owners Corporation or otherwise as the Owners Corporation may from time to time direct.

7.2. Grievance Procedure

- (1) The grievance procedure set out in this Rule applies to disputes involving more than one of any Owner, Occupier of a Lot, the Manager or the Owners Corporation.
- (2) A party making a complaint to the Owners Corporation pursuant to Section 152(1) of the Act must prepare a written statement in the approved form, and provide it to the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, and all other parties involved in the dispute. If the person making the complaint ("complainant") does not have the address of any party involved, that person may request that the Owners Corporation or grievance committee provide a copy to that party, and if the Owners Corporation or grievance committee has the address of that party, they shall do so within 7 days.
- (3) The complainant may request, at the time of making the complaint, that the respondent attend a meeting with the complainant and the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee.
- (4) The person about whom a complaint is made ("respondent") may respond in writing to the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee within 14 working days of the date on which the respondent receives the written complaint.
- (5) The respondent may, at the time of receiving the complaint, request that the complainant attend a meeting with the respondent and the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, within 7 days and the parties to the complaint must act in good faith to attempt to resolve the complaint within a further 7 days.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (7) If the complaint cannot be resolved within the period referred to in Rule 7.2(5), the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, must notify each party of his or her right to take further action under Part 10 of the Act.
- (8) The process outlined in this Rule is separate from and does not limit any further action under Part 10 of the Act.

8. DEVELOPER

8.1. Rules Subject to Rights of the Developer

- (1) These Rules do not apply to and, are not enforceable against the Developer or its mortgagee or chargee, for so long as any of the following apply:
 - (a) the Developer and/or its equity partners (if any) is an Owner or Occupier;
 - (b) any mortgagee or chargee of the Developer has an interest in any Lot; or
 - (c) the Developer and/or its equity partners (if any) is engaged in any action required to complete the Development,
 where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Developer their mortgagee or chargee may be engaged in or which may need to be carried out in order to complete construction of the Buildings and facilities comprised in the Plan or the Development.

- (2) Subject to Rule 8.1, the Developer and its equity partners (if any), its mortgagees and chargees must be and are by this Rule, authorised by each and every Owner of each and every Owners Corporation in the Plan and by each and every Owners Corporation in the Plan to:
- (a) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development; and
 - (b) take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development; and
 - (c) exclude all and any Owners or Occupiers from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development; and
 - (d) erect for sale promotional advertising or other signs as the Developer may require on any part of the Common Property; and
 - (e) grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer or its mortgagee or chargee thinks fit; and
 - (f) limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the Development; and
 - (g) use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works provided that the Developer and any third party authorised by it under this Rule or any party to which it assigns all or part of the benefits of its rights under this Rule, uses its best endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property.
- (3) The Owners Corporation must, within 7 days of being requested by the Developer or its mortgagee or chargee, sign whatever consents, authorities, permits or other such documents as may be required to enable the Developer or its mortgagee or chargee to complete the Development. An Owner must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would revoke this Rule 8.1 or contravene any right or reprieve afforded to the Developer under this Rule 8.1.
- (4) Every Owner hereby consents to and agrees to the Developer undertaking any or all of the rights of the Developer set out in this Rule without any prevention or hindrance of such Owner.
- (5) In exercising its rights under this Rule, the Developer must act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation and must have regard to the amenity of Owners. The Developer must only exercise its rights to the extent necessary for the genuine Development. The Developer must not exercise its rights under this Rule to arbitrarily exclude the Owners Corporation or the participation of Owners.

8.2. Warranties & Novation or assignment of contracts

- (1) The Developer may at its discretion enter into time limited contracts to supply, service, clean,

maintain and/or inspect building essentials services, other building services or functions, common areas of the Building, landscaping, or any other Common Property, and any other service or other contract deemed appropriate and necessary for the proper care and function of the Common Property.

- (2) The Developer must and the Owners Corporation(s) must accept, assignment or novation of the contracts referred to in Rule 8.2(1) at the first meeting of the Owners Corporation.
- (3) The Owners Corporation must maintain any contracts assigned or novated to it under this Rule to the end of its current term except where it is deemed that the contract is unreasonable or unnecessary or is replaced by a contract for similar services by the same service provider.
- (4) The Owners Corporation must comply with the terms of and properly manage any time or condition limited warranties for items, components or parts of the Common Property provided by subcontractors or suppliers so as to ensure they remain valid for the benefit of the Owners Corporation.
- (5) The Owners Corporation must ensure that it provides for or enters into contracts to provide for care, cleaning, maintenance and inspection of any item or component of Common Property to enable it to perform its obligations under the Law and these Rules upon the lapse of any subcontractor or supplier backed warranty or upon the end of any contract assigned or novated to it by the Developer.
- (6) All Owners must contribute its proportion of the cost incurred by the Owners Corporation in complying with Rule 8.2 relative to the lot liability on the Plan.

8.3. Developer Signage

- (1) **Display of Signage**
 - (a) Despite any other Rules, for 5 years after the date of registration of the Plan of Subdivision, the Developer or any agent of the Developer may erect:
 - (i) 'for sale' signs or other advertising signs.
- (2) **Conditions of Display**
 - (a) 'Developer's Signs' erected on any part of the Common Property or on any Lot owned or controlled by the Developer, the Developer must:
 - (i) give the Owners Corporation details of the Developer's Signs, including their proposed location;
 - (ii) pays all costs for erecting the Developer's Signs;
 - (iii) does not damage the Common Property or the structural or functional integrity of any Lot or any building or improvement on any part of the Common Property; and
 - (iv) repairs any damage to the Common Property caused by the Developer.
- (3) An Owner or Occupier of a Lot must not hinder or impede the Developer from exercising their rights under any agreement entered into under this Rule.

8.4. Development Lease, Signage & Other Licences

- (1) The Owners Corporation may grant the Developer:
 - (a) a lease and licence including but not limited to for the provision of information

technology infrastructure relating to broadband services to the Development;

- (b) a licence to host festivals, parties or other celebratory or promotional events in the main lobby area;
- (c) a licence to place and maintain sale signs, insignias, logos and other fixtures and fittings for marketing purposes on the Common Property; or
- (d) allow the Developer's representatives and their Invitees to conduct selling activities from a Lot, if not sold prior to completion, which will serve as a display unit,

provided the Developer uses its best endeavours to minimise disturbance and inconvenience to others Owners' or Occupiers' use of the Common Property and at all times acts honestly and in good faith and with due care and diligence in the interests of the Owners Corporation.

- (2) An Owner or Occupier of the Lot must not hinder or impede the Developer from exercising its rights under any agreement entered into under this Rule.
- (3) The Owners Corporation(s) must procure all the necessary consents and resolutions to give effect to the matters set out in this Rule 8.4.
- (4) An Owner must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation(s) which would impede the powers of the Owners Corporation(s) under this Rule 8.4.

8.5. Developer – Special Rights

- (1) For a period of 10 years from the date of the first meeting of the Owners Corporation, nothing in these Rules will prevent or hinder the Developer from completing construction and/or improvements on the Lots, inclusive of construction of a Staged Lot and Common Property and nothing in these Rules will prevent or hinder the Developer from selling or leasing any Lot and without limitation the Developer may:
 - (a) use any Lot as a display Lot to assist in the marketing and sale of the other Lots;
 - (b) place anywhere on the Common Property signs and other materials relating to the sale and/or lease of Lots;
 - (c) conduct in a Lot or anywhere on the Common Property an auction sale of a Lot; and
 - (d) use in any way it considers necessary any part of the Common Property to facilitate completion of construction works.

9. DEFINITIONS & INTERPRETATIONS

9.1. Defined terms

In these Rules, the following words have the following meanings:

- (1) **Accessory Lots** means the car parking and/or storage cages located on the Plan and part of a Lot.
- (2) **Act** means the *Owners Corporations Act 2006* as amended from time to time.
- (3) **Building Works** means any works, alterations, additions, removal, repairs or replacement of:
 - (a) Common Property structures, including Common Property walls, floors and ceiling enclosing the Residential Lot, Car Space and/or Storage Space;
 - (b) Common Property services and services to the Building;

- (c) Any work that involves penetrating or breaching the walls, floor or ceilings between Lots or within a Lot or modifying the internal layout of Lots from their original configuration or that will or may compromise the structural integrity of a Lot or the Common Property;
 - (i) The internal walls inside a Lot;
 - (ii) The structure of a Lot;
 - (iii) Services provided to a Lot.
- (4) **Common Property** means all the land shown as common property on the Plan of Subdivision and includes all facilities, structures, plant, equipment, fittings, fixtures, improvements and other items on or forming part of that common property.
- (5) **Developer** means Branson Property Group Pty Ltd ABN 22 128 169 479 or related Body Corporate responsible for the development of the Land and creation of Lots and includes the Developer's successors and assigns and where it is consistent with the context includes the Developer's employees, agents, contractors, subcontractors and invitees.
- (6) **Development** means all of the land and improvements comprised in the Plan of Subdivision including all of the lots and Common Property.
- (7) **Dispute** means a dispute or other matter arising under the Act, Regulations or Rules including a dispute or matter relating to:
 - (a) The operation of the Owners Corporation;
 - (b) An alleged breach by a Member or Occupier of an obligation imposed on that person under the Act, Regulations or the Rules; or
 - (c) The exercise of a function by a Manager in respect of the Owners Corporation.
- (8) **Façade** means the exterior walls of the Building (which, for the avoidance of doubt, includes any glass walls or windows).
- (9) **Government Agency** means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or any entity which is defined as a "referral authority" under the Act.
- (10) **Grievance Committee** means any grievance sub-committee appointed by the Owners Corporation Committee.
- (11) **GST** means GST as defined in the GST Act.
- (12) **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999*.
- (13) **Invitee** means family, visitors, guests of the Owner or Occupier or persons otherwise under the Owner or Occupier's control.
- (14) **Land** means the whole of the land described in the Plan of Subdivision.
- (15) **Lot** means a lot shown on the Plan of Subdivision.
- (16) **Owner** means the registered proprietor of a Lot.
- (17) **Manager** means the person or entity appointed by the Owners Corporation as Manager of the Owners Corporation and where relevant includes the Manager's successors and assigns and where the context requires includes the Manager's officers, employees, agents, contractors, subcontractors and invitees.

- (18) **Managing Agent** means an agent appointed by An Owner to let and/or manage a Lot.
- (19) **Member** means Owner of a Lot affected by the Owners Corporation.
- (20) **Model Rules** means the model rules as prescribed by the Regulations.
- (21) **Occupier** means the legal occupant from time to time of a Lot and includes an Owner, an Occupier/Residents of a Lot, a tenant under a lease or sub-lease of a Lot, a licensee of a Lot and any other person who is in possession of a Lot, occupation of a Lot or is more than what would reasonably be considered a temporary guest in a Lot.
- (22) **Owner** means the Owner of a Lot who is a member of the Owners Corporation.
- (23) **Owners Corporation** means the Owners Corporations incorporated on registration of the Plan of Subdivision.
- (24) **Owners Corporation 1** means Owners Corporation 1 on Plan of Subdivision No. PS 845658D.
- (25) **Plan of Subdivision** means plan of subdivision number PS 845658D.
- (26) **Recreational Facilities** means the facilities available for use by all Residential Lot Occupiers which consists of a swimming pool with a cabana area, barbeque and pizza oven area, garden area and communal park.
- (27) **Regulations** means the *Owners Corporations Regulations 2018* as amended from time to time.
- (28) **Rule or Rules** means the Model Rules and any additional rules of the Owners Corporation as set out in this document.
- (29) **Security Keys** includes a key, magnetic card, swipe security access, proximity card or fob, or any other device that is used to open and close any door, lock, gate or mechanism in relation to a Lot of Common Property.
- (30) **Service** includes all services of any nature from time to time provided to a Lot or to the Common Property or available for use by an Occupier, including any:
 - (a) Energy source, lighting, gas, fuel, electricity, power, telephone, water, sewerage, ventilation, drainage, air conditioning, hydraulic, elevator and security services;
 - (b) All plant rooms, thermostats, water controls, electricity controls, light controls, heating and cooling controls, ventilation systems, air conditioning systems and ducting;
 - (c) All fixtures, fittings, appliances, plant and equipment, fire services, sprinkler systems or devices and all other services or systems; and
 - (d) Any services or systems from time to time utilised for access to the Development whether or not they are owned by the Owners Corporation.
- (31) **Special Resolution** has the same meaning as it has in the Act.
- (32) **Vehicle** means a vehicle, including but not limited to a car, motorcycle, truck, trailer, bus, motorboat, yacht, caravan or campervan.
- (33) **Window Furnishings** means any window coverings to any windows or glassed area of a Lot.

9.2. Interpretation

In these Rules, unless the context otherwise requires:

9.3. Rules are in addition to Regulations

Each Owner and Occupier acknowledged that the Rules set out below:

- (1) Are not inconsistent with;
- (2) Do not limit a right or avoid an obligation under; and
- (3) Add to the Model Rules set out in the Regulations.

9.4. Severability

If any Rule or part thereof is found by a court of competent jurisdiction to be invalid, unlawful, unenforceable or void, then that Rule or part thereof shall be severed from these Rules and will not affect the continued operation of all remaining Rules or part thereof which are capable of separate enforcement and effect shall continue to be valid and enforceable in accordance with their terms.

9.5. References

In these Rules:

- (1) Headings and any table of contents or index are for convenience only and do not form part of these Rules or affect their interpretation;
- (2) The singular includes the plural and the plural includes the singular and vice versa;
- (3) A gender includes and genders;
- (4) A person includes a natural person and any body or entity whether incorporated or not;
- (5) A person includes the person's executors, administrators, successors and permitted assigns;
- (6) A thing includes the whole and each part of it separately;
- (7) A reference to a law includes all laws replacing them and a reference to a statute include all regulations, proclamations, ordinances and rules issued under statute;
- (8) A statute, regulation, code or other law or a provision of any of them includes:
 - (a) Any amendment or replacement of it;
 - (b) Another regulation or other statutory instrument made under it, or made under it as amended or replaced; and
 - (c) Dollars means Australian dollars unless otherwise stated.
- (9) "including" and similar expressions are not words of limitation;
- (10) Where a word or expression is given a particular meaning, other part of speech and grammatical forms of that word or expression have a corresponding meaning;
- (11) A provision of these Rules must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Rules;
- (12) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day;
- (13) If two or more people are described as a party, each person is liable for their obligations and entitled to their rights jointly and severally; and
- (14) A reference to all or any part of a statute, ordinance or other law (statute) includes:
 - (a) Any rules, regulations or other instruments made under that statute; and
 - (b) That statute as amended, consolidated, re-enacted or replaced from time to time.

9.6. Authorisations extend to agent

Each Occupier acknowledges that any right or authority of the Owners Corporation extends to any third party that the Owners Corporation authorises to exercise that right or authority on its behalf.

9.7. Consents

- (1) Any consent or approval given by the Owners Corporation is not effective unless it is given in writing.
- (2) Each Occupier acknowledges that it must not act of any verbal consent or approval received by the Owners Corporation unless and until it has been confirmed in writing.
- (3) Wherever the consent or approval of the Owners Corporation is required, then unless expressly specified elsewhere in these Rules, the Owners Corporation:
 - (a) must be given reasonable Notice of the request; and
 - (b) can delay, refuse or grant the consent or approval subject to any conditions which it deems fit in its absolute discretion.
- (4) If the consent or approval of the Owners Corporation is given to an act, matter or thing, then the Owners Corporation:
 - (a) may revoke that consent at any time, even if it was not expressed to be limited in time; and
 - (b) did not consent to the act, matter or thing in an ongoing manner or in any way give its consent to any repeat of the act, matter or thing.

10. PURPOSE OF RULES AND LAWS

The Rules exist for the purpose of controlling, managing and administering the use and enjoyment of the Common Property. These are binding on Owners, Occupiers and the Owners Corporation. These Rules may be amended from time to time by the Owners Corporation by the passing of a special resolution as defined in the Act.

These Rules may be amended from time to time by the Owners Corporation by passing of a special resolution under the Act.

These Rules are binding on:

- (1) Owners;
- (2) Occupiers;
- (3) The Owners Corporation; and
- (4) Lessees and/or sub-lessees of Lots.

11. COMPLIANCE WITH RULES

11.1. An Owner or Occupier must at their cost and in a timely manner, comply with all Rules and Laws relating to:

- (1) Their Lot;
- (2) The use of their Lot; and
- (3) The use of Common Property and Services to the Building

which include but not limited to, planning Laws, development, building or other approvals, consent requirements, notices and orders of statutory or governmental authorities.

11.2. An Owner or Occupier must comply with these Rules and use best endeavours to ensure that any Occupier of their Lot complies with these Rules.

- 11.3.** An Owner or Occupier must comply with reasonable and lawful directions and Rules of use set by the Manager or the Owners Corporation from time to time and use best endeavours to ensure that any Occupier of their Lot, complies with all such directions and Rules of use.
- 11.4.** A breach of any direction or Rules of use will constitute a breach of these Rules.
- 11.5.** An Owner is responsible for any breaches or failures to comply with these Rules or any Laws relating to their Lot by:
- (1) their invitees;
 - (2) Occupiers of their Lot; and
 - (3) Invitees or Occupiers of their Lot.
- 11.6.** The Owner must pay, within 7 days of Notice from the Owners Corporation, the costs incurred by the Owners Corporation in relation to:
- (1) remedying any breach of these Rules; and
 - (2) any damage caused by any breach of these Rules by the Owner or an Occupier of an Owner's Lot, licensee, invitee or contractor of the Owner.

12. COMPLIANCE WITH RULES EXTENDS TO INVITEES

- 12.1.** An Owner or Occupier must ensure that any person who is:
- (1) Invited on the Common Property;
 - (2) Under the Occupier's care or control;
 - (3) A guest of the Occupier;
 - (4) Given access to the Development; or
 - (5) Otherwise on or in the Development as a result of the Occupier's occupation, complies with these Rules regulating behaviour within the Development and any Rule regulating behaviour.
- 12.2.** Breach by any person referred to in Rule 12 of these Rules is deemed to be a breach by the Occupier of the relevant Rule, irrespective of whether the Occupier was physically with the person at the time the breach occurred.

Annexure E

Deed of Novation

DEED OF NOVATION

THIS DEED OF NOVATION is dated the _____ day of _____, 2013.

BETWEEN:

_____ of _____

_____ (“Current Vendor”)

AND:

_____ of _____

_____ (“New Vendor”)

AND:

_____ of _____

_____ (“Purchaser”)

RECITALS

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

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

In this Deed:

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

1.2 Rules of Interpretation

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

2. CONSIDERATION

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

3. NOVATION

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

3.1 the:

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

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

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

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

4. NOTICES

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

5. GENERAL

5.1 Governing Law

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

5.2 Giving effect to this Deed

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

5.3 Amendment

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

5.4 Counterparts

This document may be executed in counterparts.

5.5 Attorneys

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

* * * * *

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

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

Director:

Name:

Address:

.....

Director:

Name:

Address:

.....

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

Sole Director:

Name:

Address:

.....

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

.....

[INSERT NAME]

Witness:

Name:

Address:

.....

TISHER LINER FC LAW

Vendor Statement

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

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

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

LAND:	328-338 McKimmies Road, Mill Park VIC 3082	
--------------	---	--

VENDOR'S NAME:	The Belmont Collection LO Pty Ltd ATF the Belmont Collection LO Trust	Date: 30 / 11 / 2023
VENDOR'S SIGNATURE		

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

1. FINANCIAL MATTERS

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

- (a) Are contained in the certificates and documents attached to this Vendor Statement. As the Property is not separately rated as at the Day of Sale, the Vendor is unable to accurately ascertain the exact quantum of the outgoings that will apply to the property after Registration of the Plan. As of the Day of Sale, the Vendor estimates that the total of the outgoings (excluding Owners Corporation fees, which are in addition and set out in item 6 of the Vendor Statement) will be in the range as set out below;

\$2,000.00 to \$2,500.00 per annum

- (b) There are NO amounts for which the Purchaser may become liable as a consequence of the sale of which the Vendor might reasonably be expected to have knowledge¹, other than any amounts described in this Vendor Statement.
- (c) The property is not yet separately rated and the attached rates certificates are issued for the land contained in Register Search Statement - Volume 10162 Folio 392. If at settlement, the property is not separately rated an adjustment of the rates and charges will be effected on a lot liability basis but subject at all times to the method of adjustment set out in the Contract of Sale for the Land.
- (d) After settlement of the Property, a supplementary valuation will issue for the Property which will result in a separate rate assessment being issued for the Property.

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

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

1.3 Terms Contract

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

Not Applicable

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

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

1.4 Sale Subject to Mortgage

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

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner - Builder

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

Not Applicable

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

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

- (a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered) is in the attached copy documents referred to in item 13 of this Vendor Statement.
- (b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

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

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of

☐

regulations made under the *Building Act 1993 (Vic)* if the box is marked with an “X”

3.4 Planning Scheme

The required specified information is as follows:

(a)	Name of Planning Scheme	Whittlesea Planning Scheme
(b)	Name of Responsible Authority	Whittlesea City Council
(c)	Zoning of the Land	Residential Growth Zone – Schedule 1 Abuts a Transport Zone 3 – Significant Municipal Road
(d)	Name of Planning Overlay	Development Contributions Plan Overlay – Schedule 3 Special Building Overlay

The Purchaser is referred to the Planning Permit 716834 and the Planning Certificate for further details.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the Vendor might reasonably be expected to have knowledge are contained in the attached certificates and/or statements and/or documents and if no certificates, statements or documents are attached then none to the Vendor’s knowledge

4.2 Agricultural Chemicals

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

None to the knowledge of the Vendor

4.3 Compulsory Acquisition

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

None to the knowledge of the Vendor

5. BUILDING PERMITS

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

6. OWNERS CORPORATIONS

- 6.1 This Section 6 only applies if the land is affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006 (Vic)*.
- 6.2 The land is currently NOT affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006 (Vic)*. Upon registration of the Plan of Subdivision the Owners Corporations will be established and the Owners Corporation Certificate/s will be provided to the Purchaser.
- 6.3 The Purchaser will become a member of one or more of the owners corporations.
- 6.4 The Owners Corporation fees payable by the Purchaser cannot be confirmed until the Plan is Registered. As of the Day of Sale, the Vendor estimates that the total of the Owners Corporation fees will be in the range as set out below:-

\$1,400.00 to \$1,800.00 per annum

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

7.1 Work-in-Kind Agreement

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

(a) The Land is NOT to be transferred under the agreement unless the square box is marked with an "X" ☐

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

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

7.2 GAIC Recording

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

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

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

Not Applicable

8. SERVICES

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

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

9. TITLE - INFORMATION ABOUT THE VENDOR'S TITLE

Attached are copies of the following documents:

- 9.1 A Register Search Statement and the document, or part of a document referred to as the "diagram location" in that statement which identifies the land and its location.
- 9.2 Evidence of the Vendor's right or power to sell (where the Vendor is not the registered proprietor or the owner in fee simple).

10. SUBDIVISION

10.1 Unregistered subdivision

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

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

10.2 Staged Subdivision

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

(a) Attached are copies of the plans for the first, second, third, fourth and fifth stages of the land.

(b) The requirements in a statement of compliance relating to the stage in which the Land is included that have not been complied with are as follows:

Statement of Compliance has not been issued yet.

(c) The proposals relating to subsequent stages that are known to the Vendor are as follows:

Are attached in the subsequent second, third, fourth and fifth stage of the plan.

(d) The contents of any permit under the *Planning and Environment Act 1987 (Vic)* authorising the staged subdivision are:

Permit is attached and if applicable, the permit will be amended to address the staged subdivision requirements, or a further permit will be obtained.

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

The *Sale of Land Act 1962 (Vic)* provides that the Vendor or the Vendor's licensed Estate Agent must make a prescribed due diligence checklist available to the Purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this Vendor Statement but the checklist may be attached as a matter of convenience, especially for auction sales or where the Vendor has not appointed an Estate Agent.

13. ATTACHMENTS

Copies of the following title documents are attached:

- 13.1 Register Search Statement - Volume 10162 Folio 392
- 13.2 Plan of Subdivision No. PS329278T
- 13.3 Proposed Unstaged Plan of Subdivision PS845658D
- 13.4 Proposed Plan of Subdivision PS845658D/S1
- 13.5 Proposed Plan of Subdivision PS845658D/S2
- 13.6 Proposed Plan of Subdivision PS845658D/S3
- 13.7 Proposed Plan of Subdivision PS845658D/S4
- 13.8 Proposed Plan of Subdivision PS845658D/S5
- 13.9 Planning Permit No. 716834 issued 9 April 2018
- 13.10 Planning Certificate
- 13.11 Whittlesea City Council Land Information Certificate
- 13.12 Yarra Valley Water Information Statement & Property Service Plan
- 13.13 Land Tax Certificate
- 13.14 Roads Certificate
- 13.15 Whittlesea City Council Building Approval Certificate
- 13.16 Bushfire Prone Area Report
- 13.17 EPA Certificate
- 13.18 Heritage Certificate

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

(04/10/2016)

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 10162 FOLIO 392

Security no : 124101164486F
Produced 13/10/2022 08:04 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 329278T.
PARENT TITLE Volume 10087 Folio 282
Created by instrument PS329278T 29/03/1994

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
THE BELMONT COLLECTION LO PTY LTD of LEVEL 13 664 COLLINS STREET DOCKLANDS
VIC 3008
AV818727K 04/07/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV818728H 04/07/2022
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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

DIAGRAM LOCATION

SEE PS329278T FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AV808285X (E)	CAVEAT	Registered	05/07/2022
AV809006A (E)	DISCHARGE LAND TAX CHARGE	Registered	05/07/2022
AV818723T (E)	WITHDRAWAL OF CAVEAT	Registered	05/07/2022
AV818724R (E)	WITHDRAWAL OF CAVEAT	Registered	05/07/2022
AV818725P (E)	WITHDRAWAL OF CAVEAT	Registered	05/07/2022
AV818726M (E)	WITHDRAWAL OF CAVEAT	Registered	05/07/2022
AV818727K (E)	TRANSFER BY MORTGAGEE	Registered	05/07/2022
AV818728H (E)	MORTGAGE	Registered	05/07/2022
AU774743L	NOTICE OF ACTION	Abandoned	05/07/2022

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

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

Street Address: 328-338 MCKIMMIES ROAD MILL PARK VIC 3082

ADMINISTRATIVE NOTICES

NIL

eCT Control 16667Y GADENS LAWYERS
Effective from 05/07/2022

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

Page 2 of 2

DOCUMENT END



Imaged Document Cover Sheet

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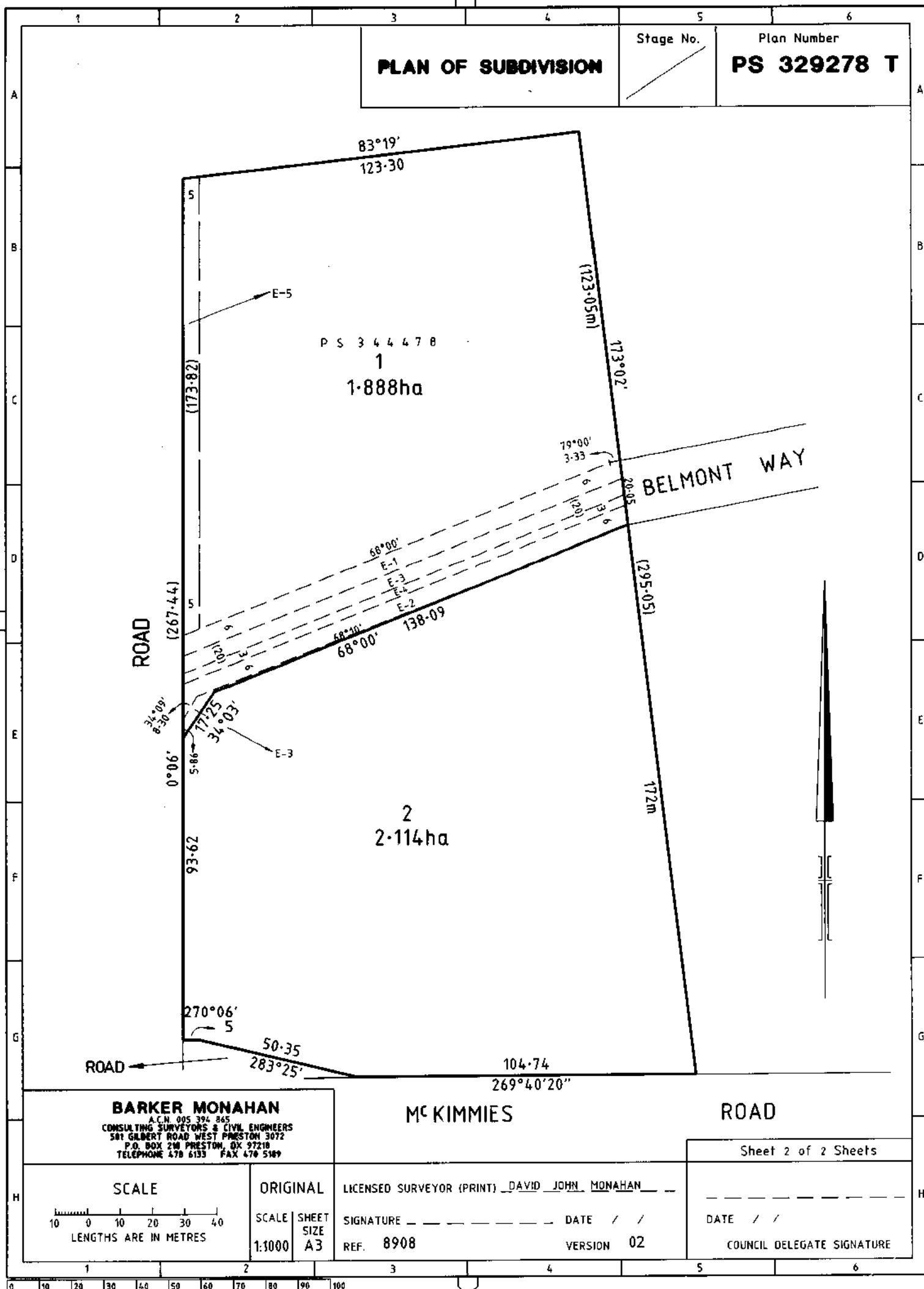
Document Type	Plan
Document Identification	PS329278T
Number of Pages (excluding this cover sheet)	3
Document Assembled	13/10/2022 20:07

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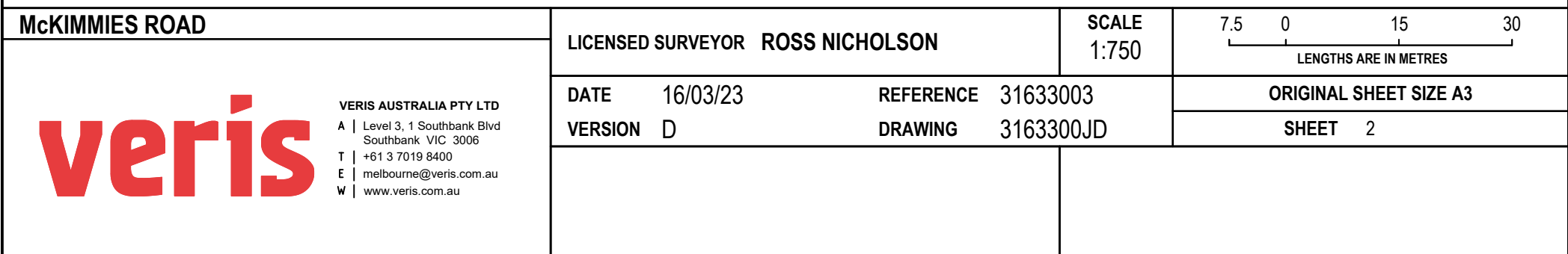
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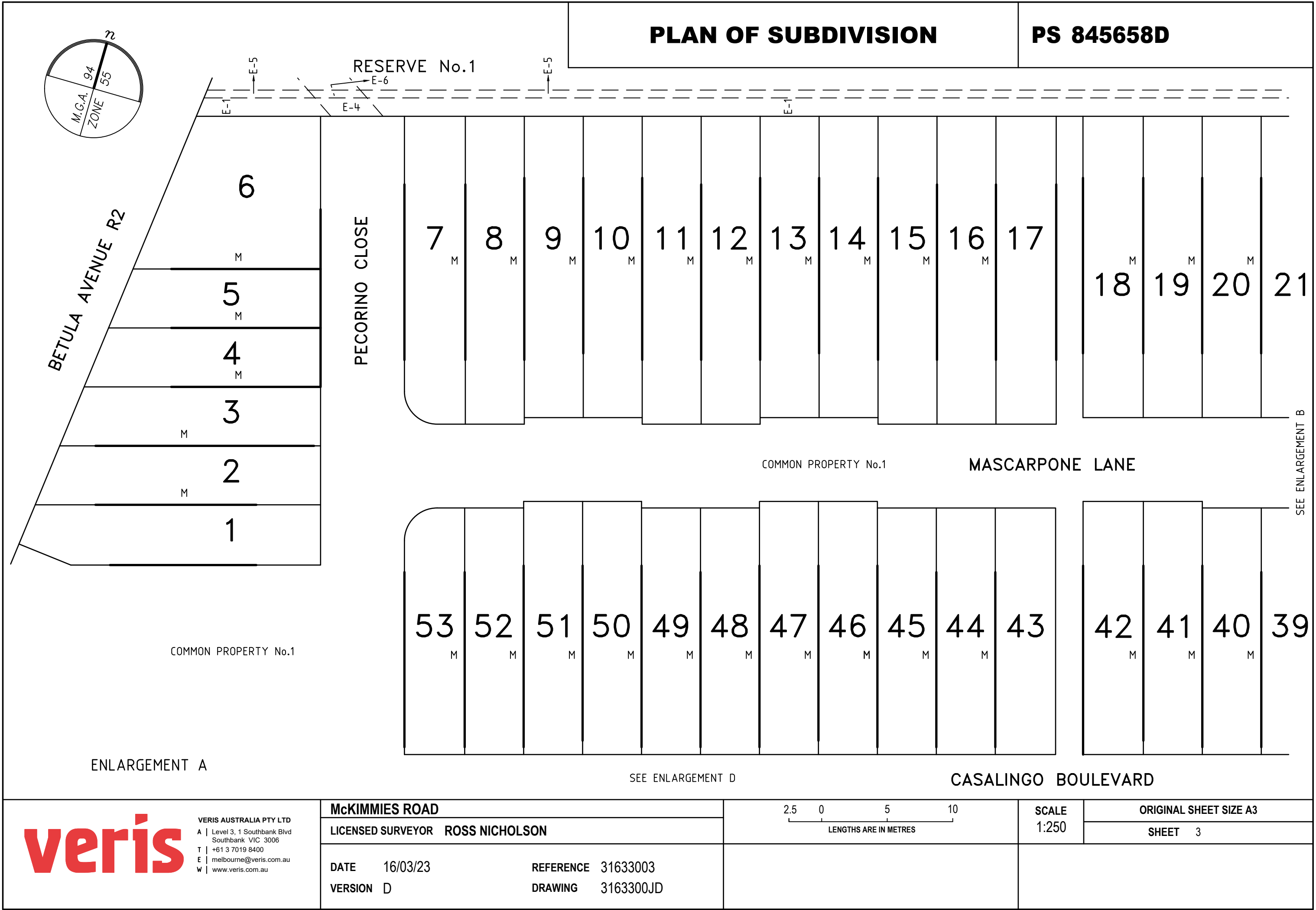
PLAN OF SUBDIVISION		STAGE NO. /	LTO use only EDITION 2	Plan Number PS 329278 T
Location of Land Parish: KEELBUNDORA Township: _____ Section: _____ Crown Allotment: _____ Crown Portion: 27(PART) LTO Base Record: CHART 110 (2856) Title Reference: VOL 10087 FOL 282 Last Plan Reference: LOT 1 ON PS 304391 N Postal Address: MCKIMMIES ROAD (at time of subdivision) MILL PARK 3082 AMG Co-ordinates E 328700 Zone: 55 (of approx. centre of land in plan) N 5828000		Council Certificate and Endorsement Council Name: CITY OF WHITTLESEA Ref: 101729 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage..... Council delegate Council seal Date 17 / 12 / 93 Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /		
Vesting of Roads and/or Reserves		Notations		
Identifier	Council/Body/Person	Staging This is /is not a staged subdivision Planning Permit No. _____ Depth Limitation DOES NOT APPLY		
		Survey This plan is is not based on survey This survey has been connected to permanent marks no(s) _____ In Proclaimed Survey Area No. _____		
Easement Information				LTO use only
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				Statement of Compliance/ Exemption Statement Received ☒ Date 24 / 2 / 94
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	WATER SUPPLY	AS SHOWN	C/E P 413117 X	MELBOURNE WATER CORPORATION
E-1	DRAINAGE SEWERAGE AND ELECTRICITY SUPPLY	AS SHOWN	L.P. 148132	LOTS ON L.P. 148132
E-2	DRAINAGE, SEWERAGE	AS SHOWN	C/E K 437273	MELBOURNE WATER CORPORATION
E-2	DRAINAGE, SEWERAGE AND ELECTRICITY SUPPLY.	AS SHOWN	L.P. 148132	LOTS ON L.P. 148132
E-3	DRAINAGE SEWERAGE AND ELECTRICITY SUPPLY	AS SHOWN	L.P. 148132	LOTS ON L.P. 148132
E-4	DRAINAGE SEWERAGE AND ELECTRICITY SUPPLY	AS SHOWN	L.P. 148132	LOTS ON L.P. 148132
E-4	DRAINAGE AND SEWERAGE	AS SHOWN	C/E P 949537M	MELBOURNE WATER CORPORATION
E-5	DRAINAGE SEWERAGE AND ELECTRICITY SUPPLY	AS SHOWN	THIS PLAN	LOTS ON THIS PLAN
BARKER MONAHAN A.C.N. 805 394 065 CONSULTING SURVEYORS & CIVIL ENGINEERS 581 SILBERT RD WEST PRESTON 3072 P.O. BOX 218 PRESTON, VIC 3072 TELEPHONE 470 6133 FAX 470 5189				LICENSED SURVEYOR (PRINT) DAVID JOHN MONAHAN SIGNATURE..... DATE / / REF 8908 VERSION 02
LTO use only PLAN REGISTERED TIME DATE / / Assistant Registrar of Titles Sheet 1 of 2 Sheets				DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3



PLAN OF SUBDIVISION				EDITION		PS 845658D		
LOCATION OF LAND PARISH: KEELBUNDORA TOWNSHIP: - SECTION: - CROWN ALLOTMENT: - CROWN PORTION: 27 (PART) TITLE REFERENCE: VOL 10162 FOL 392 LAST PLAN REFERENCE: LOT 2 ON PS329278T POSTAL ADDRESS: 328-338 McKIMMIES ROAD, (at time of subdivision) MILL PARK, VIC, 3082 MGA 94 CO-ORDINATES: E 328850 ZONE: 55 (approx. centre of land in plan) N 5828250								
VESTING OF ROADS AND/OR RESERVES				NOTATIONS				
IDENTIFIER		COUNCIL/BODY/PERSON		STAGING		THIS IS / IS NOT A STAGED SUBDIVISION PLANNING PERMIT NO.		
ROAD R1 ROAD R2 RESERVE No.1 RESERVE No.2 ROAD R3		CITY OF WHITTLESEA CITY OF WHITTLESEA CITY OF WHITTLESEA AUSNET ELECTRICITY SERVICES PTY LTD CITY OF WHITTLESEA		DEPTH LIMITATION		DOES NOT APPLY		
RICOTTA LANE, FONTINA PLACE, CASALINGO BOULEVARD, FETTA PLACE, BURRATA CLOSE, MASCARPONE LANE & PECORINO CLOSE ARE PRIVATE ROADS AND ARE CONTAINED WITHIN COMMON PROPERTY No.1				BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: MEDIAN: BOUNDARIES MARKED M EXTERIOR FACE: ALL OTHER BOUNDARIES				
CP No.1 - COMMON PROPERTY No.1 - ≡ ≡ ≡ ≡ ≡ DENOTES STRUCTURE (NON-BOUNDARY)				COMMON PROPERTY No. 1 IS ALL THE LAND IN THE PLAN EXCEPT LOTS. LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES.				
EASEMENT INFORMATION								
EASEMENTS & RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO THE WHOLE OF THE LAND IN THIS PLAN.								
LEGEND: E - ENCUMBERING EASEMENT, CONDITION IN CROWN GRANT IN THE NATURE OF AN EASEMENT OR OTHER ENCUMBRANCE A - APPURTENANT EASEMENT								
SUBJECT LAND	PURPOSE		WIDTH (metres)	ORIGIN		LAND BENEFITED/IN FAVOUR OF		
E-1 E-2	FOOTWAY POWERLINE		1.40 2m	THIS PLAN THIS PLAN - SEC.88 ELECTRICITY INDUSTRY ACT 2000		LOTS ON THIS PLAN AUSNET ELECTRICITY SERVICES PTY LTD		
E-3 E-4	DRAINAGE FOOTWAY DRAINAGE		SEE DIAG. 1.40 SEE DIAG.	THIS PLAN THIS PLAN THIS PLAN		LOTS ON THIS PLAN LOTS ON THIS PLAN LOTS ON THIS PLAN		
E-5	TRANSMISSION OF TELECOMMUNICATIONS & DATA SIGNALS BY UNDERGROUND CABLE		0.60	THIS PLAN		LOTS ON THIS PLAN		
E-6	TRANSMISSION OF TELECOMMUNICATIONS & DATA SIGNALS BY UNDERGROUND CABLE		0.60	THIS PLAN		LOTS ON THIS PLAN		
E-7	DRAINAGE CARRIAGEWAY		SEE DIAG. SEE DIAG.	THIS PLAN THIS PLAN		LOTS ON THIS PLAN AUSNET ELECTRICITY SERVICES PTY LTD		
McKIMMIES ROAD			LICENSED SURVEYOR ROSS NICHOLSON					
veris VERIS AUSTRALIA PTY LTD A Level 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 8400 E melbourne@veris.com.au W www.veris.com.au			DATE 16/03/23		REFERENCE 31633003		ORIGINAL SHEET SIZE A3	
			VERSION D		DRAWING 3163300JD		SHEET 1 OF 7 SHEETS	

PS 845658D

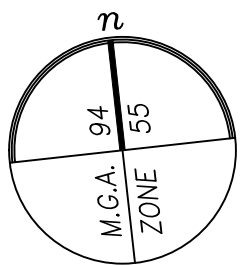






PLAN OF SUBDIVISION

PS 845658D



SEE ENLARGEMENT B

CASALINGO BOULEVARD

CASALINGO BOULEVARD

COMMON PROPERTY No.1

B' ←

CASALINGO
BOULEVARD

Diagram of a 7-string guitar fretboard showing frets 60 to 68. The frets are labeled with numbers and symbols: 60 (M), 61 (*, M), 62 (*, M), 63 (*, M), 64 (*, M), 65 (*, M), 66 (*, M), 67 (*, M), and 68 (*, M). A 'D' is at the bottom left, and a 'f' is at the top left.

RICOTTA LANE

COMMON PROPERTY No.1

B

SEE ENLARGEMENT D

A

CASALINGO $\perp$ $\xrightarrow{A'}$ BOULEVARD

McKIMMIES ROAD R1

ENLARGEMENT C

REFER TO SECTION B-B' FOR LOTS SHOWN WITH AN '*'

McKIMMIES ROAD

LICENSED SURVEYOR ROSS NICHOLSON

SCALE
1:250

2.5 0 5 10

LENGTHS ARE IN METRES

DATE 16/03/23

REFERENCE 31633003

VERSION D

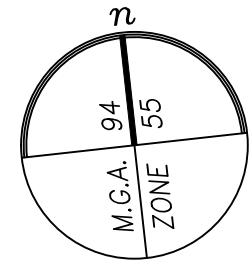
DRAWING 3163300JD

ORIGINAL SHEET SIZE A3

SHEET 5

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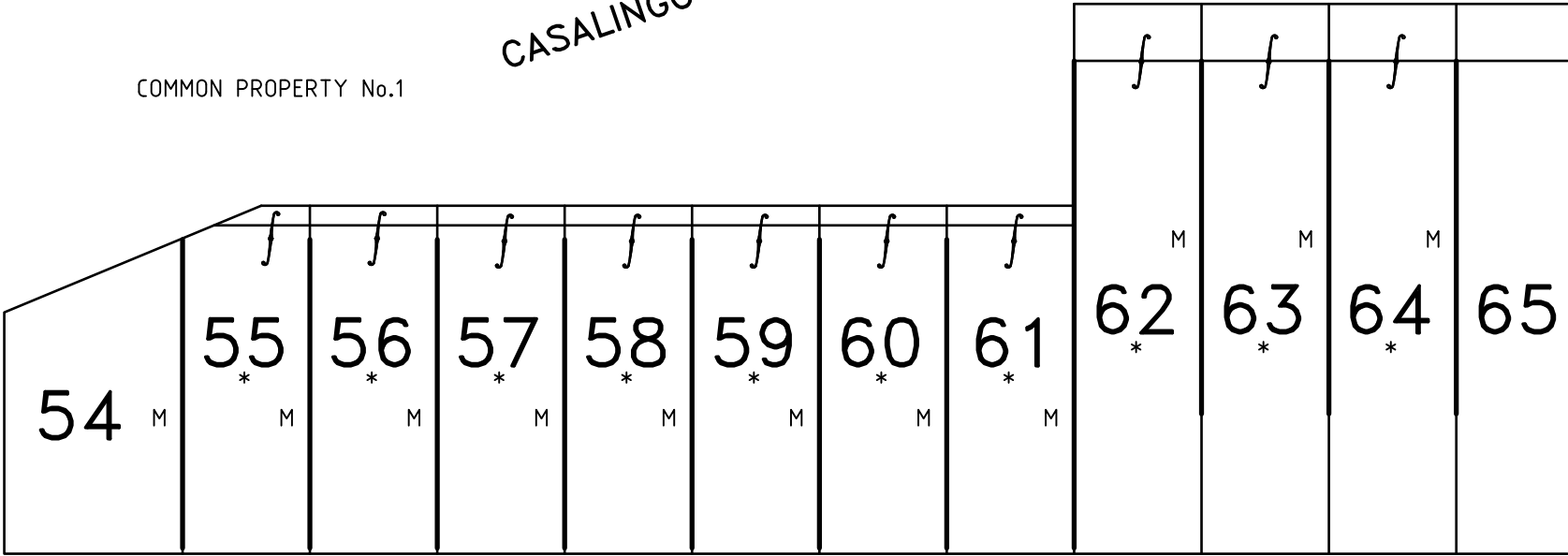
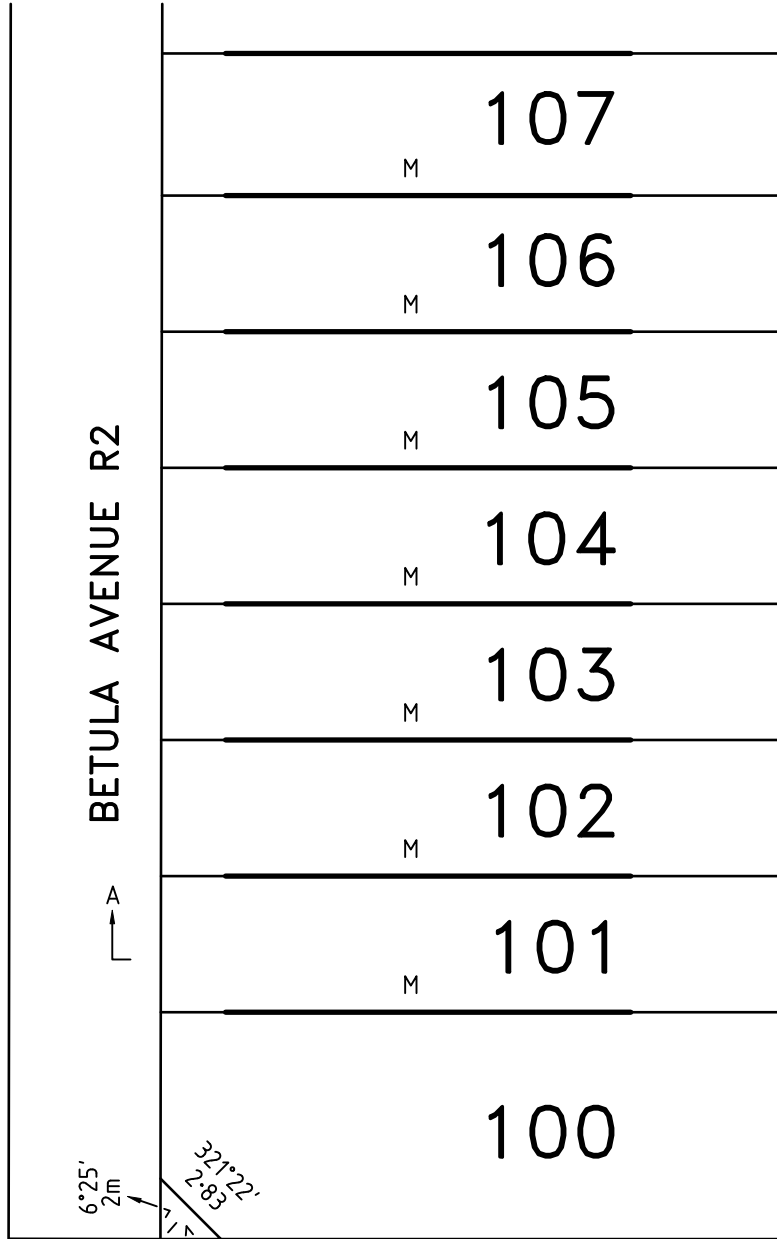


CASALINGO BOULEVARD

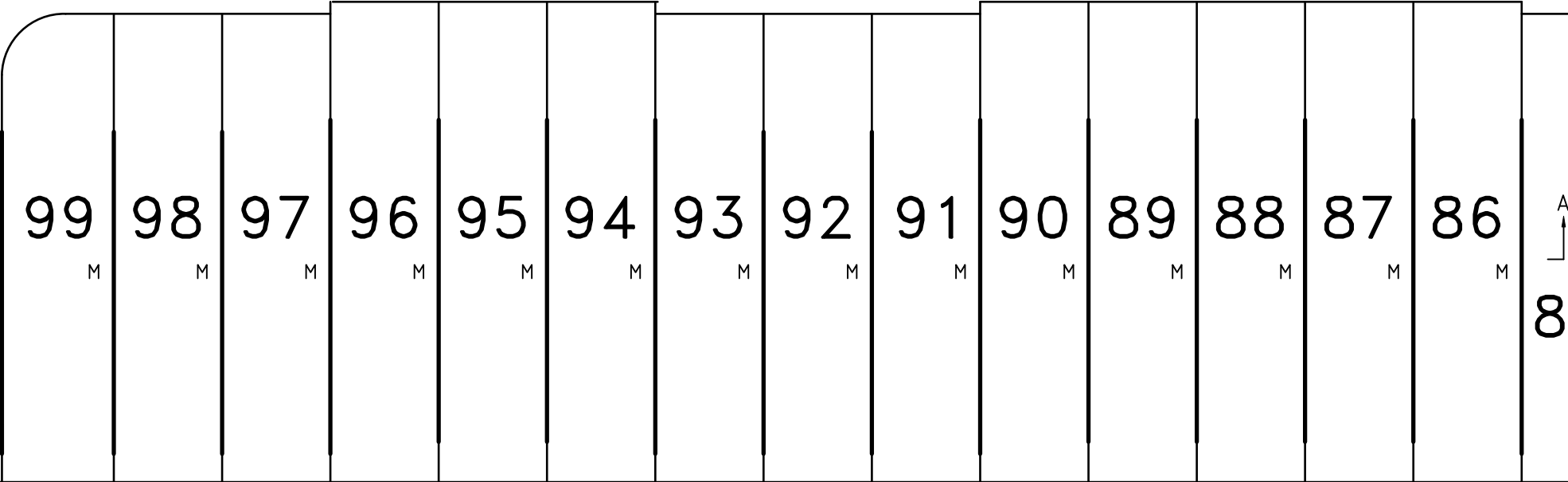
SEE ENLARGEMENT A

CASALINGO BOULEVARD

COMMON PROPERTY No.1

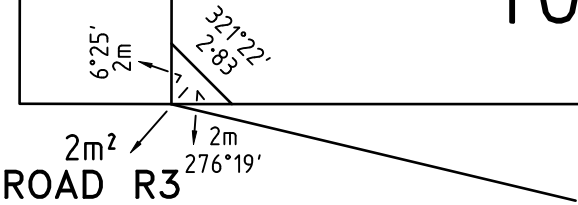


COMMON PROPERTY No.1 RICOTTA LANE



McKIMMIES ROAD R1

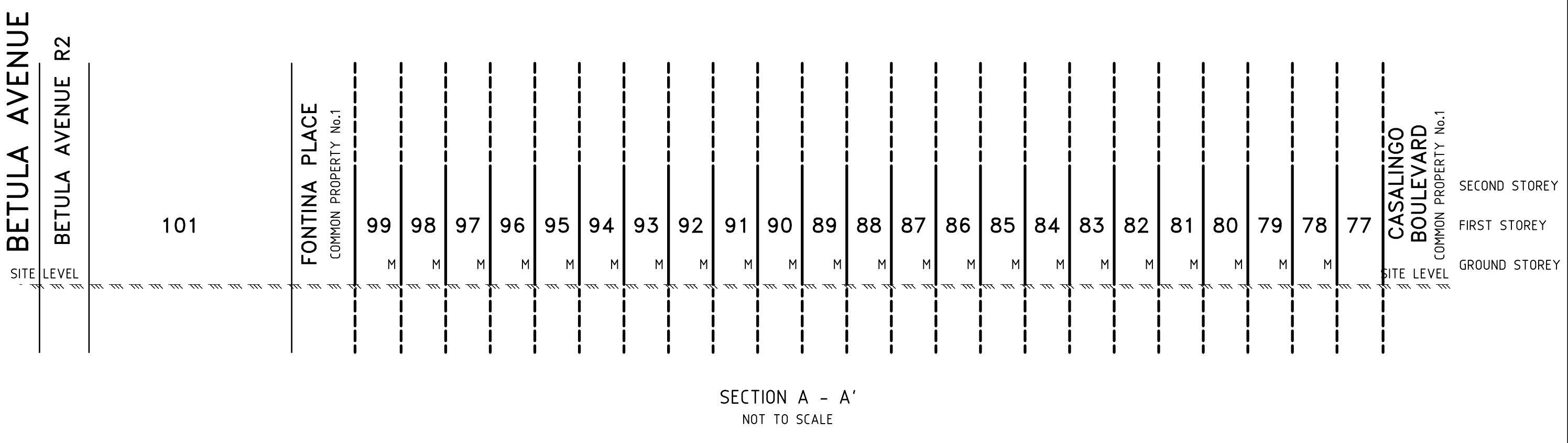
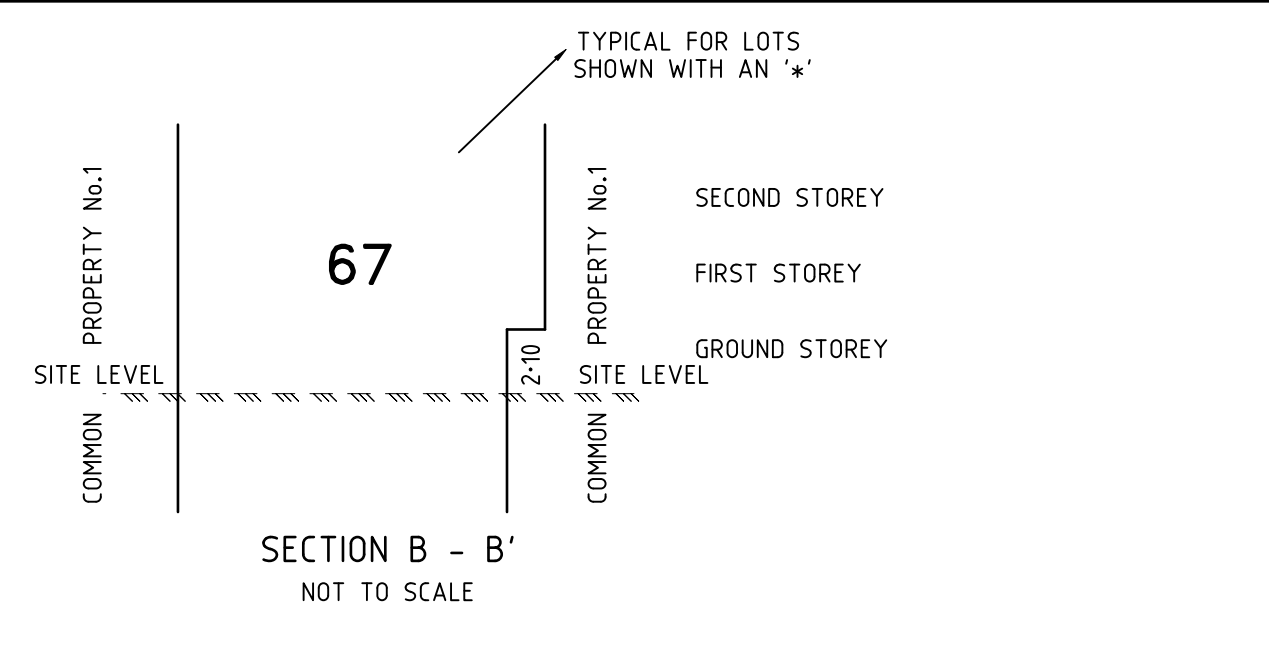
ENLARGEMENT D



REFER TO SECTION B-B' FOR LOTS SHOWN WITH AN '*'

PLAN OF SUBDIVISION

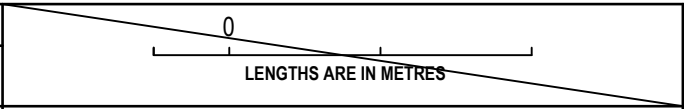
PS 845658D



McKIMMIES ROAD

LICENSED SURVEYOR **ROSS NICHOLSON**

DRAWING 3163300JD



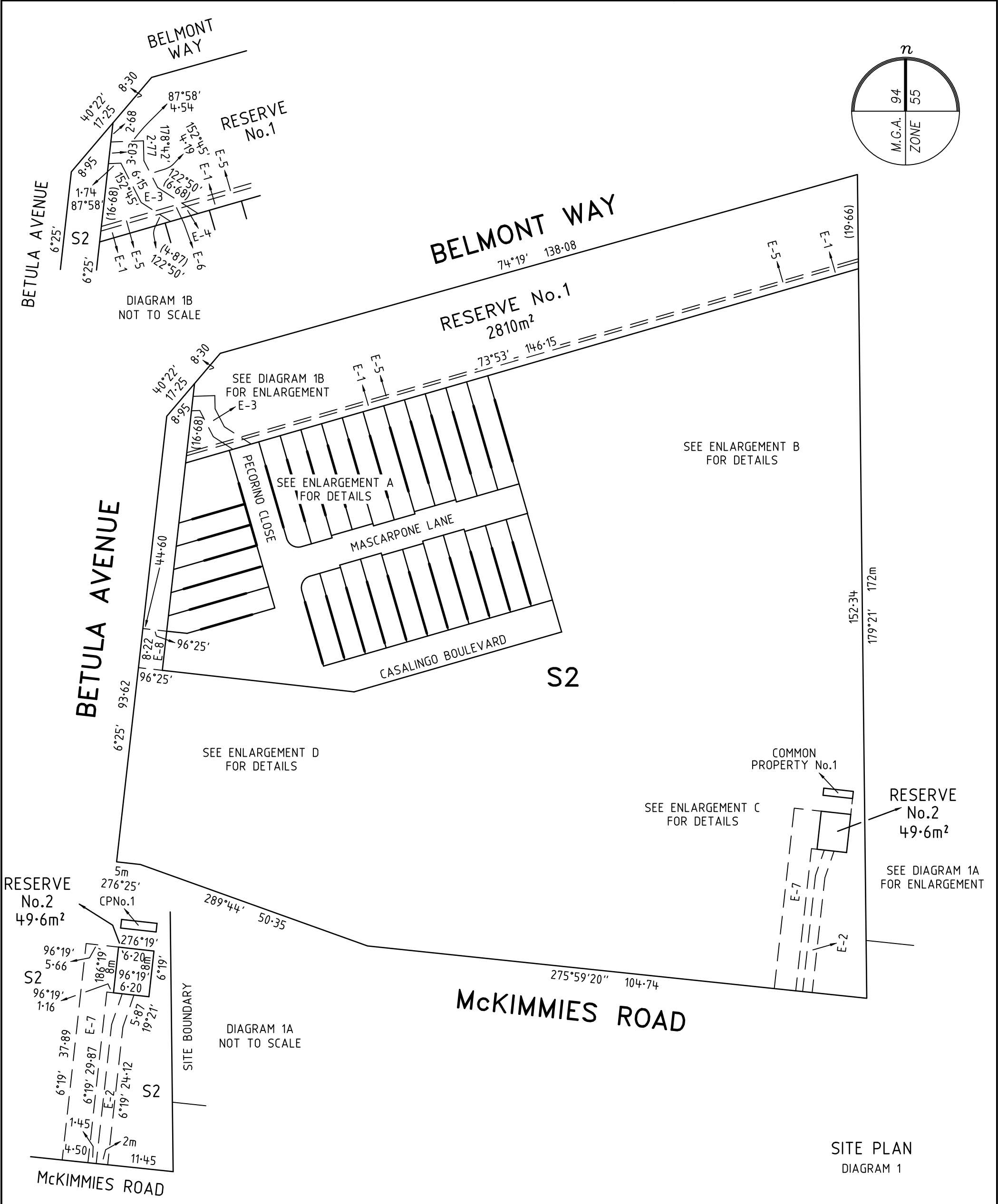
SCALE
NTS

ORIGINAL SHEET SIZE A3

SHEET 7

OWNERS CORPORATION SCHEDULE										PS845658D																	
Owners Corporation No. 1					Plan No. PS845658D																						
Land affected by Owners Corporation					Lots: All of the lots in the table below																						
					Common Property No.: 1																						
Limitations of Owners Corporation:					Unlimited																						
Notations Nil																											
										<table><tr><td colspan="3">Totals</td></tr><tr><td></td><td>Entitlement</td><td>Liability</td></tr><tr><td>This schedule</td><td>10017</td><td>10017</td></tr><tr><td>Balance of existing OC</td><td>0</td><td>0</td></tr><tr><td>Overall Total</td><td>10017</td><td>10017</td></tr></table>			Totals				Entitlement	Liability	This schedule	10017	10017	Balance of existing OC	0	0	Overall Total	10017	10017
Totals																											
	Entitlement	Liability																									
This schedule	10017	10017																									
Balance of existing OC	0	0																									
Overall Total	10017	10017																									
Lot Entitlement and Lot Liability																											
Lot	Entitlement	Liability		Lot	Entitlement	Liability		Lot	Entitlement	Liability		Lot	Entitlement	Liability													
1	101	101		51	87	87		101	92	92																	
2	94	94		52	85	85		102	92	92																	
3	85	85		53	85	85		103	92	92																	
4	77	77		54	62	62		104	92	92																	
5	69	69		55	52	52		105	92	92																	
6	139	139		56	52	52		106	92	92																	
7	108	108		57	52	52		107	96	96																	
8	106	106		58	52	52																					
9	104	104		59	52	52																					
10	104	104		60	52	52																					
11	106	106		61	52	52																					
12	106	106		62	78	78																					
13	104	104		63	78	78																					
14	104	104		64	78	78																					
15	106	106		65	78	78																					
16	106	106		66	78	78																					
17	108	108		67	78	78																					
18	106	106		68	79	79																					
19	104	104		69	119	119																					
20	104	104		70	114	114																					
21	104	104		71	114	114																					
22	104	104		72	112	112																					
23	106	106		73	100	100																					
24	106	106		74	93	93																					
25	104	104		75	93	93																					
26	104	104		76	95	95																					
27	105	105		77	90	90																					
28	208	208		78	87	87																					
29	100	100		79	88	88																					
30	95	95		80	90	90																					
31	127	127		81	90	90																					
32	157	157		82	90	90																					
33	114	114		83	87	87																					
34	107	107		84	87	87																					
35	112	112		85	87	87																					
36	110	110		86	90	90																					
37	85	85		87	90	90																					
38	85	85		88	90	90																					
39	85	85		89	90	90																					
40	85	85		90	90	90																					
41	87	87		91	87	87																					
42	89	89		92	87	87																					
43	87	87		93	87	87																					
44	85	85		94	90	90																					
45	85	85		95	90	90																					
46	87	87		96	90	90																					
47	87	87		97	87	87																					
48	85	85		98	87	87																					
49	85	85		99	89	89																					
50	87	87		100	151	151																					
VERIS AUSTRALIA PTY LTD A Level 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 8400 E melbourne@veris.com.au W www.veris.com.au veris				LICENSED SURVEYOR: Ross Nicholson								SHEET 1 OF 1															
				DATE: 16/03/2023								ORIGINAL SHEET															
				VERSION: D								SIZE: A3															

PLAN OF SUBDIVISION				EDITION		PS 845658D /S 1	
LOCATION OF LAND PARISH:KEELBUNDORA TOWNSHIP:- SECTION:- CROWN ALLOTMENT:- CROWN PORTION:27 (PART) TITLE REFERENCE:VOL 10162 FOL 392 LAST PLAN REFERENCE:LOT 2 ON PS329278T POSTAL ADDRESS: (at time of subdivision)328-338 McKIMMIES ROAD, MILL PARK, VIC, 3082 MGA 94 CO-ORDINATES: (approx. centre of land in plan)E 328850 N 5828250ZONE: 55							
VESTING OF ROADS AND/OR RESERVES				NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON		STAGING		THIS IS / IS NOT A STAGED SUBDIVISION PLANNING PERMIT NO.	
RESERVE No.1 RESERVE No.2		CITY OF WHITTLESEA AUSNET ELECTRICITY SERVICES PTY LTD		DEPTH LIMITATION		DOES NOT APPLY	
MASCARPONE LANE, PECORINO CLOSE & CASALINGO BOULEVARD ARE PRIVATE ROADS AND ARE CONTAINED WITHIN COMMON PROPERTY No.1				BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: MEDIAN: BOUNDARIES MARKED M EXTERIOR FACE: ALL OTHER BOUNDARIES			
CP No.1 - COMMON PROPERTY No.1 - ≡ ≡ ≡ ≡ ≡ DENOTES STRUCTURE (NON-BOUNDARY)				COMMON PROPERTY No. 1 IS ALL THE LAND IN THE PLAN EXCEPT LOTS. LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES.			
COMMON PROPERTY No.1 INCLUDES ALL PIPES, CONDUITS AND CABLES THAT THAT SUPPLY ELECTRICITY TO LOTS ON THIS PLAN.							
EASEMENT INFORMATION							
EASEMENTS & RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO THE WHOLE OF THE LAND IN THIS PLAN.							
LEGEND: E - ENCUMBERING EASEMENT, CONDITION IN CROWN GRANT IN THE NATURE OF AN EASEMENT OR OTHER ENCUMBRANCE A - APPURTENANT EASEMENT							
SUBJECT LAND	PURPOSE		WIDTH (metres)	ORIGIN		LAND BENEFITED/IN FAVOUR OF	
E-1 E-2	FOOTWAY POWERLINE		1.40 2m	PS845658D/S1 PS845658D/S1 - SEC.88 ELECTRICITY INDUSTRY ACT 2000		LOTS ON PS845658D AUSNET ELECTRICITY SERVICES PTY LTD	
E-3 E-4	DRAINAGE FOOTWAY DRAINAGE		SEE DIAG. 1.40 SEE DIAG.	PS845658D/S1 PS845658D/S1 PS845658D/S1		LOTS ON PS845658D LOTS ON PS845658D LOTS ON PS845658D	
E-5	TRANSMISSION OF TELECOMMUNICATIONS & DATA SIGNALS BY UNDERGROUND CABLE		0.60	PS845658D/S1		LOTS ON PS845658D	
E-6	TRANSMISSION OF TELECOMMUNICATIONS & DATA SIGNALS BY UNDERGROUND CABLE		0.60	PS845658D/S1		LOTS ON PS845658D	
E-7 E-8	DRAINAGE CARRIAGEWAY CARRIAGEWAY		SEE DIAG. SEE DIAG. SEE DIAG.	PS845658D/S1 PS845658D/S1 PS845658D/S1		LOTS ON PS845658D AUSNET ELECTRICITY SERVICES PTY LTD COMMON PROPERTY No.1	
McKIMMIES ROAD STAGE 1			LICENSED SURVEYOR ROSS NICHOLSON				
29 LOTS							
veris VERIS AUSTRALIA PTY LTD A Level 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 8400 E melbourne@veris.com.au W www.veris.com.au			DATE 16/03/23		REFERENCE 31633003		ORIGINAL SHEET SIZE A3
			VERSION E		DRAWING 3163300HE		SHEET 1 OF 6 SHEETS



McKIMMIES ROAD STAGE 1		LICENSED SURVEYOR ROSS NICHOLSON	SCALE 1:750	7.5 0 15 30 LENGTHS ARE IN METRES	
veris VERIS AUSTRALIA PTY LTD A Level 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 8400 E melbourne@veris.com.au W www.veris.com.au		DATE 16/03/23	REFERENCE 31633003	ORIGINAL SHEET SIZE A3	
		VERSION E	DRAWING 3163300HE	SHEET 2	



PS 845658D /S 1

RESERVE No.1

PECORINO CLOSE

COMMON PROPERTY No.1

ENLARGEMENT A

7	8	9	10	11	12	13	14	15	16	17
---	---	---	----	----	----	----	----	----	----	----

COMMON PROPERTY No.1

MASCARPONE LANE

S2

SEE ENLARGEMENT B

53	52	51	50	49	48	47	46	45	44	43
----	----	----	----	----	----	----	----	----	----	----

COMMON PROPERTY No.1

CASALINGO BOULEVARD

SEE ENLARGEMENT D

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McKIMMIES ROAD STAGE 1

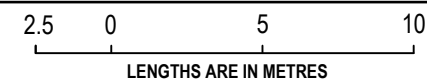
LICENSED SURVEYOR ROSS NICHOLSON

DATE 16/03/23

VERSION E

REFERENCE 31633003

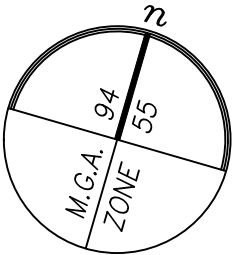
DRAWING 3163300HE



SCALE
1:250

ORIGINAL SHEET SIZE A3

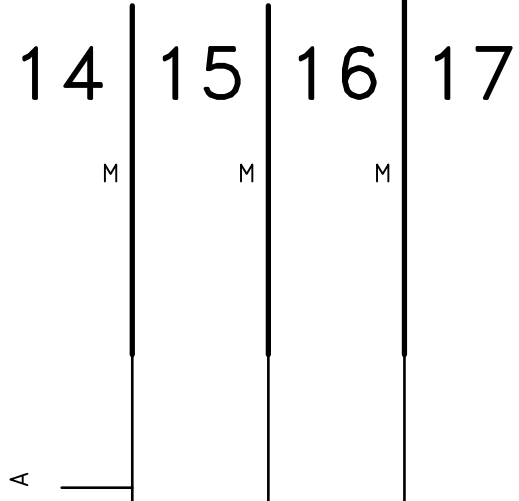
SHEET 3



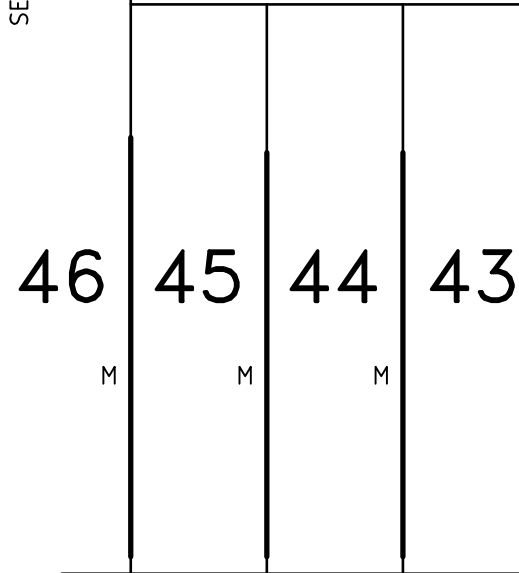
RESERVE No.1

PLAN OF SUBDIVISION

PS 845658D /S 1



COMMON PROPERTY No.1
MASCARPONE LANE



CASALINGO BOULEVARD
COMMON PROPERTY No.1

S2

EASTERN SITE BOUNDARY

ENLARGEMENT B

SEE ENLARGEMENT C



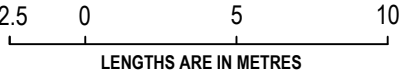
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McKIMMIES ROAD STAGE 1

LICENSED SURVEYOR ROSS NICHOLSON

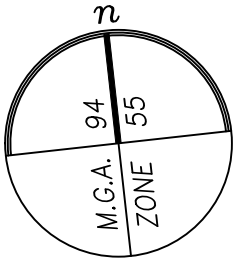
DATE 16/03/23
VERSION E

REFERENCE 31633003
DRAWING 3163300HE



SCALE
1:250

ORIGINAL SHEET SIZE A3
SHEET 4



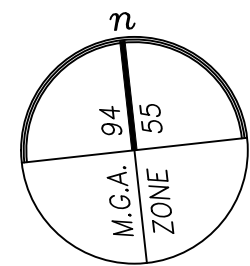
SEE ENLARGEMENT B

S2

SEE ENLARGEMENT D

ENLARGEMENT C

McKIMMIES ROAD STAGE 1	LICENSED SURVEYOR ROSS NICHOLSON	SCALE 1:250	2.50510 LENGTHS ARE IN METRES
veris VERIS AUSTRALIA PTY LTD A Level 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 8400 E melbourne@veris.com.au W www.veris.com.au	DATE 16/03/23	REFERENCE 31633003	ORIGINAL SHEET SIZE A3
	VERSION E	DRAWING 3163300HE	SHEET 5



COMMON PROPERTY No.1

SEE ENLARGEMENT A

COMMON PROPERTY No.1
CASALINGO BOULEVARD

S2

SEE ENLARGEMENT C

ENLARGEMENT D

OWNERS CORPORATION SCHEDULE

PS845658D/S1

Owners Corporation No.

1

Plan No.	PS845658D
----------	-----------

Land affected by Owners Corporation

Lots: All of the lots in the table below

Common Property No.: 1

Common Property No.: 1

Limitations of Owners Corporation:

Unlimited

Notations
Nil

Totals		
	Entitlement	Liability
This schedule	2673	2673
Balance of existing OC	0	0
Overall Total	2673	2673

Lot Entitlement and Lot Liability	
-----------------------------------	--

[illegible]

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LICENSED SURVEYOR: Ross Nicholson	
DATE: 16/03/2023	REFERENCE: 31633003
VERSION: E	DRAWING: 3163300HE

DATE: 16/03/2023	REFERENCE: 31633003
VERSION: E	DRAWING: 3163300HE

VERSION: E DRAWING: 3163300HE

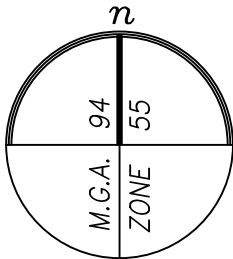
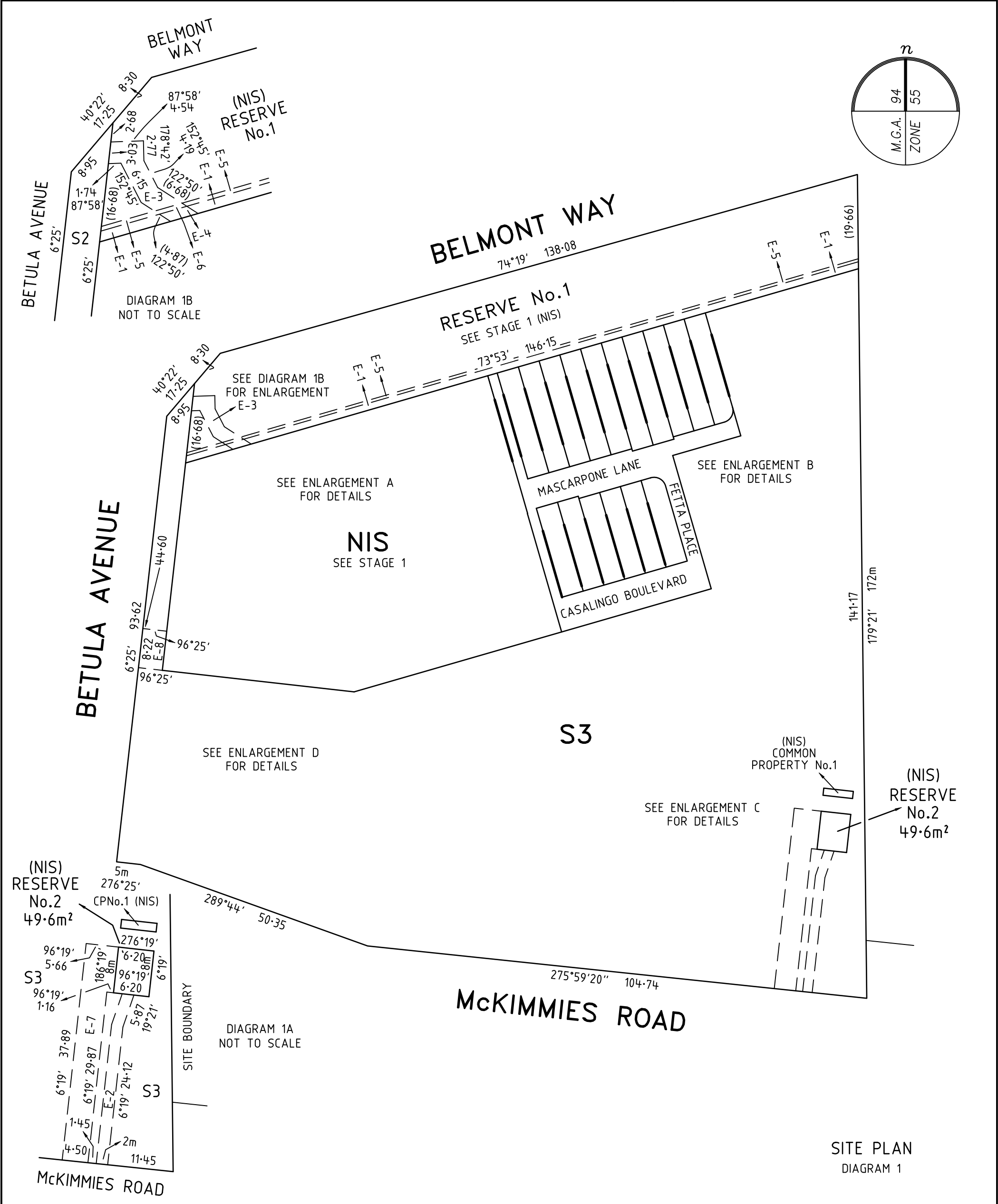
REFERENCE: 31633003
DRAWING: 3163300HE

DRAWING: 3163300HE

SHEET	1 OF 1
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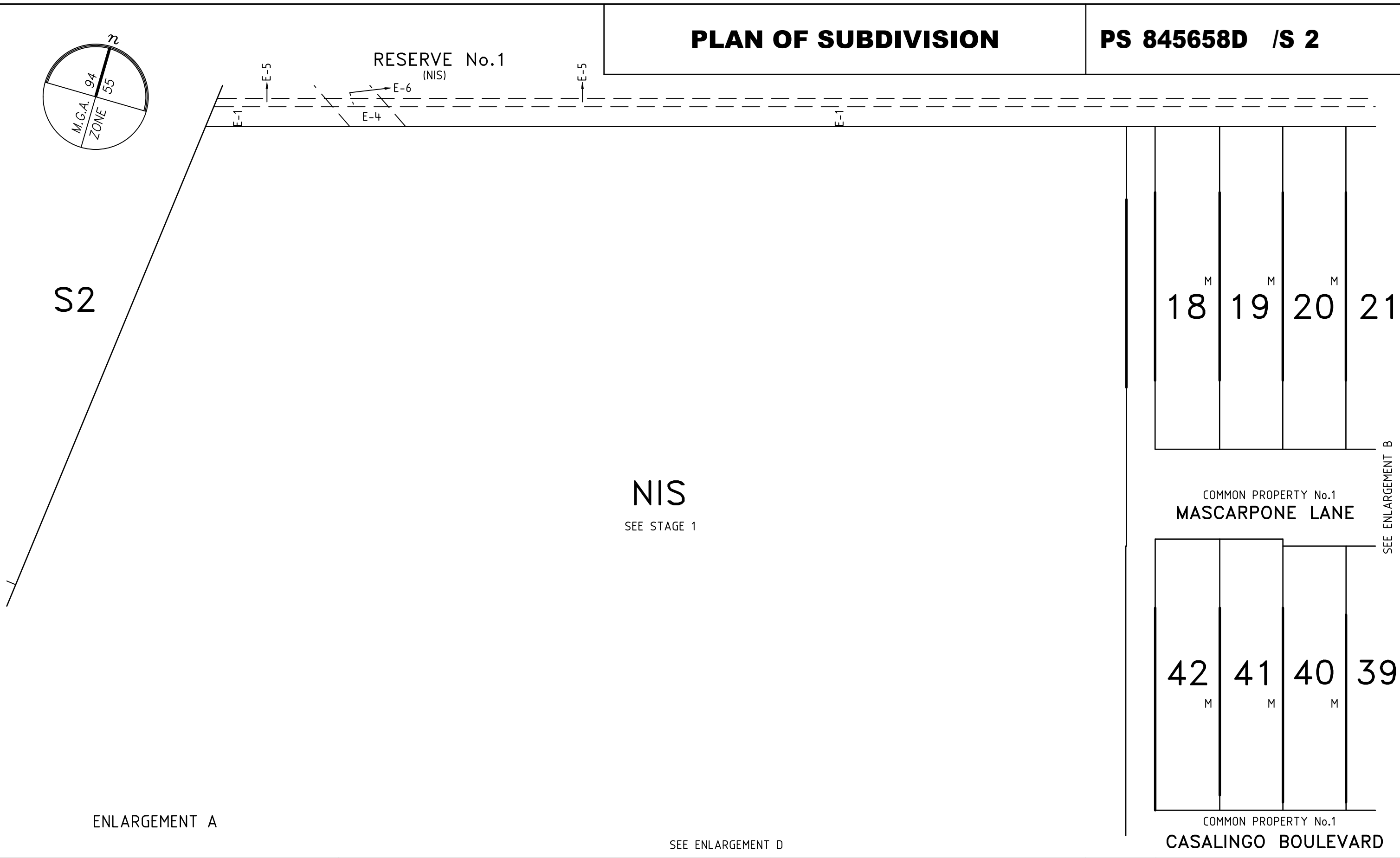
ORIGINAL SHEET
SIZE: A3

PLAN OF SUBDIVISION				EDITION		PS 845658D /S 2		
LOCATION OF LAND PARISH:KEELBUNDORA TOWNSHIP:- SECTION:- CROWN ALLOTMENT:- CROWN PORTION:27 (PART) TITLE REFERENCE:VOL FOL LAST PLAN REFERENCE:LOT S2 ON PS845658D POSTAL ADDRESS:(at time of subdivision)328-338 McKIMMIES ROAD, MILL PARK, VIC, 3082 MGA 94 CO-ORDINATES:(approx. centre of land in plan)E 328850 N 5828250ZONE: 55								
VESTING OF ROADS AND/OR RESERVES				NOTATIONS				
IDENTIFIER		COUNCIL/BODY/PERSON		STAGING		THIS IS / IS NOT A STAGED SUBDIVISION PLANNING PERMIT NO.		
NIL		NIL		DEPTH LIMITATION		DOES NOT APPLY		
MASCARPONE LANE, CASALINGO BOULEVARD & FETTA PLACE ARE PRIVATE ROADS AND ARE CONTAINED WITHIN COMMON PROPERTY No.1 NIS - NOT IN SUBDIVISION CP No.1 - COMMON PROPERTY No.1 - ≡ ≡ ≡ ≡ ≡ DENOTES STRUCTURE (NON-BOUNDARY)				BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: MEDIAN: BOUNDARIES MARKED M EXTERIOR FACE: ALL OTHER BOUNDARIES				
				COMMON PROPERTY No. 1 IS ALL THE LAND IN THE PLAN EXCEPT LOTS.				
				LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES.				
				COMMON PROPERTY No.1 INCLUDES ALL PIPES, CONDUITS AND CABLES THAT THAT SUPPLY ELECTRICITY TO LOTS ON THIS PLAN.				
EASEMENT INFORMATION								
EASEMENTS & RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO THE WHOLE OF THE LAND IN THIS PLAN.								
LEGEND: E - ENCUMBERING EASEMENT, CONDITION IN CROWN GRANT IN THE NATURE OF AN EASEMENT OR OTHER ENCUMBRANCE A - APPURTENANT EASEMENT								
SUBJECT LAND	PURPOSE		WIDTH (metres)	ORIGIN		LAND BENEFITED/IN FAVOUR OF		
E-1 E-2	FOOTWAY POWERLINE		1.40 2m	PS845658D/S1 PS845658D/S1 - SEC.88 ELECTRICITY INDUSTRY ACT 2000		LOTS ON PS845658D AUSNET ELECTRICITY SERVICES PTY LTD		
E-3 E-4	DRAINAGE FOOTWAY DRAINAGE		SEE DIAG. 1.40 SEE DIAG.	PS845658D/S1 PS845658D/S1 PS845658D/S1		LOTS ON PS845658D LOTS ON PS845658D LOTS ON PS845658D		
E-5	TRANSMISSION OF TELECOMMUNICATIONS & DATA SIGNALS BY UNDERGROUND CABLE		0.60	PS845658D/S1		LOTS ON PS845658D		
E-6	TRANSMISSION OF TELECOMMUNICATIONS & DATA SIGNALS BY UNDERGROUND CABLE		0.60	PS845658D/S1		LOTS ON PS845658D		
E-7 E-8	DRAINAGE CARRIAGEWAY CARRIAGEWAY		SEE DIAG. SEE DIAG. SEE DIAG.	PS845658D/S1 PS845658D/S1 PS845658D/S1		LOTS ON PS845658D AUSNET ELECTRICITY SERVICES PTY LTD COMMON PROPERTY No.1		
McKIMMIES ROAD STAGE 2			LICENSED SURVEYOR ROSS NICHOLSON					
17 LOTS								
veris VERIS AUSTRALIA PTY LTD A Level 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 8400 E melbourne@veris.com.au W www.veris.com.au			DATE 16/03/23		REFERENCE 31633003		ORIGINAL SHEET SIZE A3	
			VERSION E		DRAWING 3163300GE		SHEET 1 OF 6 SHEETS	



SITE PLAN
DIAGRAM 1

McKIMMIES ROAD STAGE 2		LICENSED SURVEYOR ROSS NICHOLSON	SCALE 1:750	7.501530 LENGTHS ARE IN METRES
veris VERIS AUSTRALIA PTY LTD A Level 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 8400 E melbourne@veris.com.au W www.veris.com.au		DATE 16/03/23	REFERENCE 31633003	
		VERSION E	DRAWING 3163300GE	ORIGINAL SHEET SIZE A3
		SHEET 2		

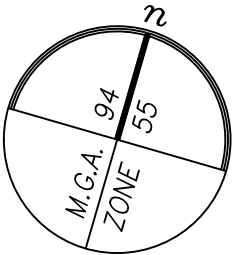


SEE ENLARGEMENT D

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SHEET 3

SEE ENLARGEMENT B



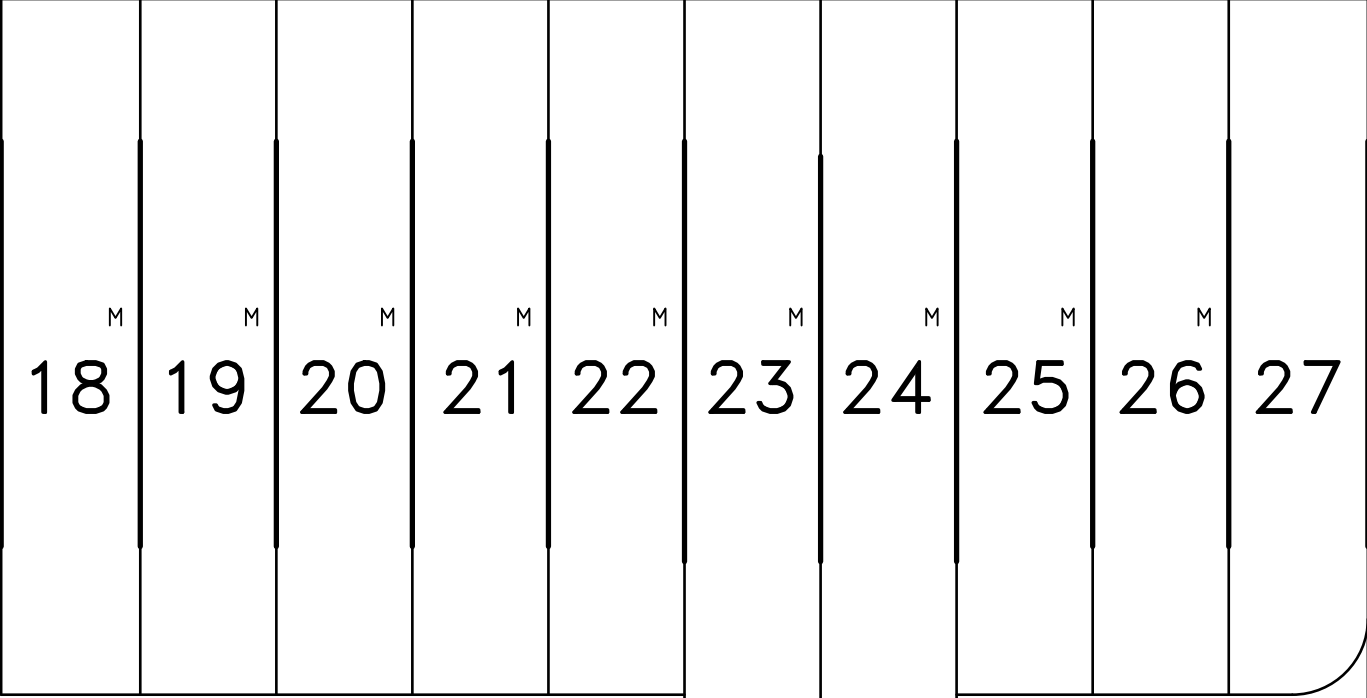
RESERVE No.1
(NIS)

PLAN OF SUBDIVISION

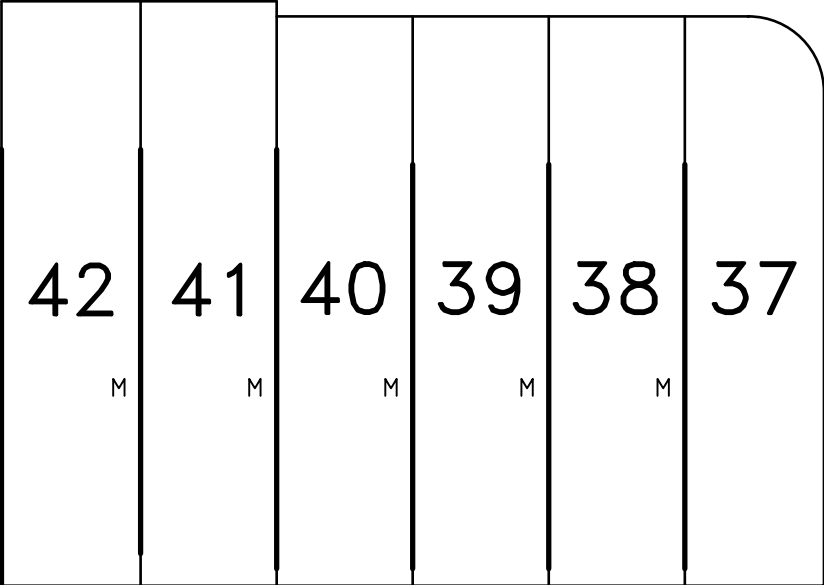
PS 845658D /S 2

SEE ENLARGEMENT A

NIS
SEE STAGE 1



COMMON PROPERTY No.1
MASCARPONE LANE



COMMON PROPERTY No.1
CASALINGO BOULEVARD
SEE ENLARGEMENT C

S3

EASTERN SITE BOUNDARY

ENLARGEMENT B



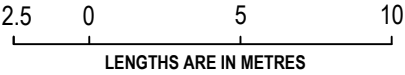
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McKIMMIES ROAD STAGE 2

LICENSED SURVEYOR ROSS NICHOLSON

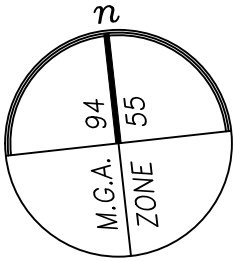
DATE 16/03/23
VERSION E

REFERENCE 31633003
DRAWING 3163300GE



SCALE
1:250

ORIGINAL SHEET SIZE A3
SHEET 4



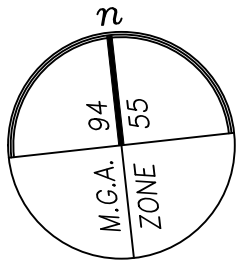
SEE ENLARGEMENT B

S3

SEE ENLARGEMENT D

ENLARGEMENT C

McKIMMIES ROAD STAGE 2	LICENSED SURVEYOR ROSS NICHOLSON	SCALE 1:250	2.50510 LENGTHS ARE IN METRES
veris VERIS AUSTRALIA PTY LTD A Level 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 8400 E melbourne@veris.com.au W www.veris.com.au	DATE 16/03/23	REFERENCE 31633003	ORIGINAL SHEET SIZE A3
	VERSION E	DRAWING 3163300GE	SHEET 5



(NIS)
COMMON PROPERTY No.1

SEE ENLARGEMENT A

(NIS)
COMMON PROPERTY No.1
CASALINGO BOULEVARD

S3

SEE ENLARGEMENT C

ENLARGEMENT D

OWNERS CORPORATION SCHEDULE

PS845658D/S2

Owners Corporation No.

1

Plan No.	PS845658D
----------	-----------

Land affected by Owners Corporation

Lots: All existing lots in Owners Corporation 1 not affected by this plan and all of the lots in the table below

Common Property No.: 1

Common Property No.: 1

Limitations of Owners Corporation:

Unlimited

Notations	
Nil	

		Totals	
		Entitlement	Liability
	This schedule	1564	1564
	Balance of existing OC	2672	2672
	Overall Total	4236	4236

Totals		
	Entitlement	Liability
This schedule	1564	1564
Balance of existing OC	2672	2672
Overall Total	4236	4236

Lot Entitlement and Lot Liability	
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[illegible]

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LICENSED SURVEYOR: Ross Nicholson	
DATE: 16/03/2023	REFERENCE: 31633003
VERSION: E	DRAWING: 3163300GE

DATE: 16/03/2023	REFERENCE: 31633003
VERSION: E	DRAWING: 3163300GE

VERSION: E DRAWING: 3163300GE

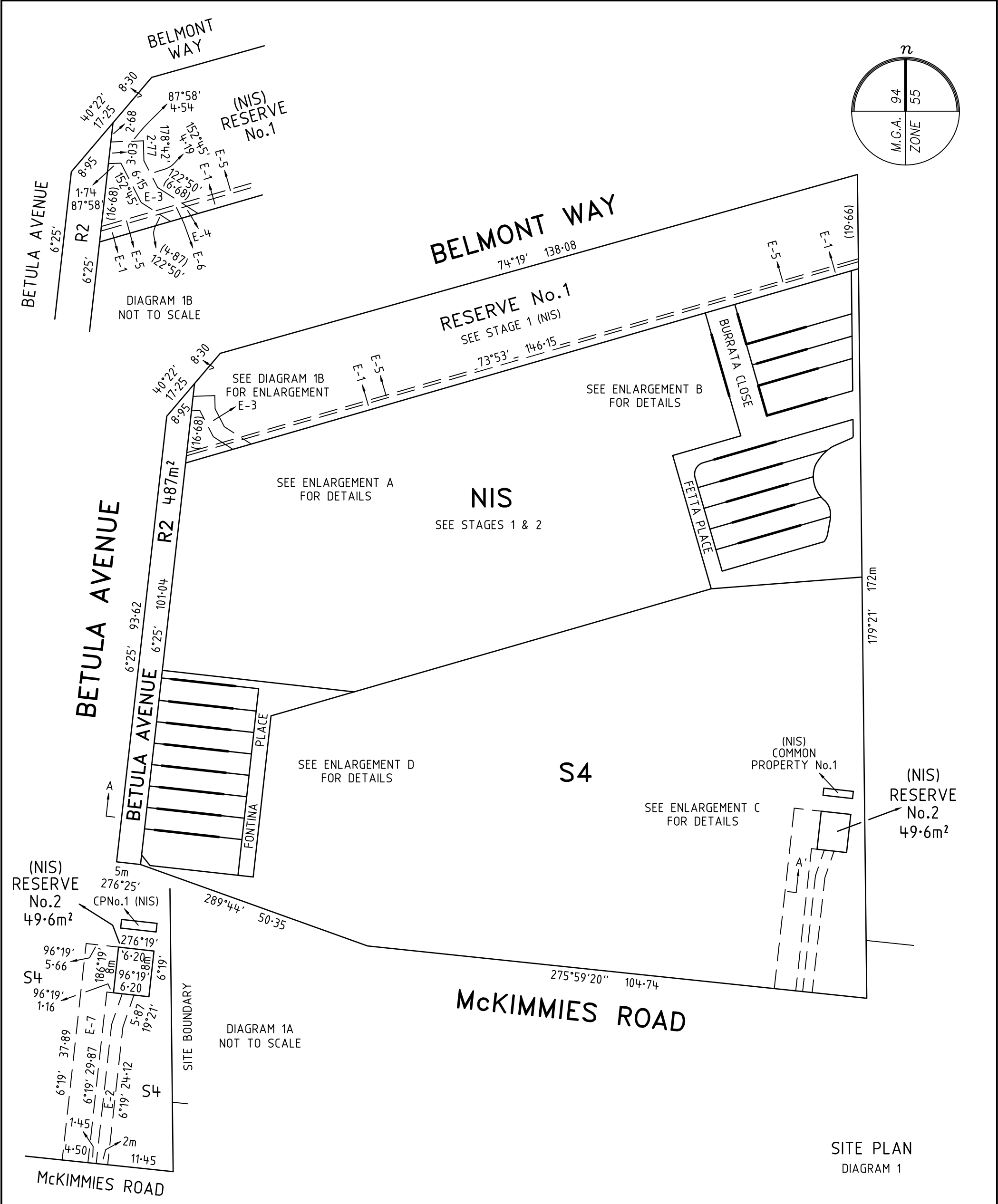
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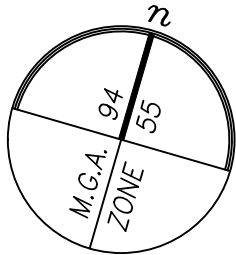
SHEET	1 OF 1
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ORIGINAL SHEET
SIZE: A3

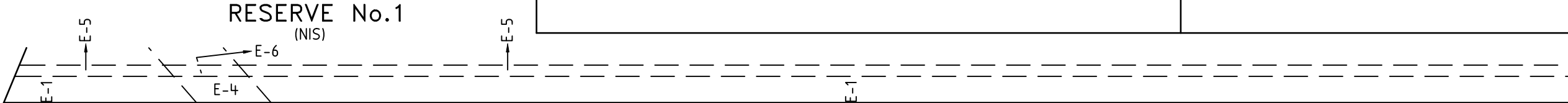
PLAN OF SUBDIVISION				EDITION		PS 845658D /S 3	
LOCATION OF LAND PARISH: KEELBUNDORA TOWNSHIP: - SECTION: - CROWN ALLOTMENT: - CROWN PORTION: 27 (PART) TITLE REFERENCE: VOL FOL LAST PLAN REFERENCE: LOT S3 ON PS845658D POSTAL ADDRESS: 328-338 McKIMMIES ROAD, (at time of subdivision) MILL PARK, VIC, 3082 MGA 94 CO-ORDINATES: E 328850 ZONE: 55 (approx. centre of land in plan) N 5828250							
VESTING OF ROADS AND/OR RESERVES				NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON		STAGING		THIS IS / IS NOT A STAGED SUBDIVISION PLANNING PERMIT NO.	
ROAD R2		CITY OF WHITTLESEA		DEPTH LIMITATION		DOES NOT APPLY	
FONTINA PLACE, FETTA PLACE & BURRATA CLOSE ARE PRIVATE ROADS AND ARE CONTAINED WITHIN COMMON PROPERTY No.1				BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: MEDIAN: BOUNDARIES MARKED M EXTERIOR FACE: ALL OTHER BOUNDARIES			
EASEMENT E-8 CREATED IN PS845658D/S1 NO LONGER AFFECT VIDE SCHEDULE 5 CLAUSE 14 OF THE ROAD MANAGEMENT ACT 2004.				COMMON PROPERTY No. 1 IS ALL THE LAND IN THE PLAN EXCEPT LOTS.			
NIS - NOT IN SUBDIVISION CP No.1 - COMMON PROPERTY No.1 - ≡ ≡ ≡ ≡ ≡ DENOTES STRUCTURE (NON-BOUNDARY)				COMMON PROPERTY No.1 INCLUDES ALL PIPES, CONDUITS AND CABLES THAT THAT SUPPLY ELECTRICITY TO LOTS ON THIS PLAN.			
EASEMENT INFORMATION							
EASEMENTS & RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO THE WHOLE OF THE LAND IN THIS PLAN.							
LEGEND: E - ENCUMBERING EASEMENT, CONDITION IN CROWN GRANT IN THE NATURE OF AN EASEMENT OR OTHER ENCUMBRANCE A - APPURTENANT EASEMENT							
SUBJECT LAND	PURPOSE	WIDTH (metres)	ORIGIN	LAND BENEFITED/IN FAVOUR OF			
E-1 E-2	FOOTWAY POWERLINE	1.40 2m	PS845658D/S1 PS845658D/S1 - SEC.88 ELECTRICITY INDUSTRY ACT 2000	LOTS ON PS845658D AUSNET ELECTRICITY SERVICES PTY LTD			
E-3 E-4	DRAINAGE FOOTWAY DRAINAGE	SEE DIAG. 1.40 SEE DIAG.	PS845658D/S1 PS845658D/S1 PS845658D/S1	LOTS ON PS845658D LOTS ON PS845658D LOTS ON PS845658D			
E-5	TRANSMISSION OF TELECOMMUNICATIONS & DATA SIGNALS BY UNDERGROUND CABLE	0.60	PS845658D/S1	LOTS ON PS845658D			
E-6	TRANSMISSION OF TELECOMMUNICATIONS & DATA SIGNALS BY UNDERGROUND CABLE	0.60	PS845658D/S1	LOTS ON PS845658D			
E-7	DRAINAGE CARRIAGEWAY	SEE DIAG. SEE DIAG.	PS845658D/S1 PS845658D/S1	LOTS ON PS845658D AUSNET ELECTRICITY SERVICES PTY LTD			
McKIMMIES ROAD STAGE 3		LICENSED SURVEYOR ROSS NICHOLSON					
18 LOTS							
veris VERIS AUSTRALIA PTY LTD A Level 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 8400 E melbourne@veris.com.au W www.veris.com.au		DATE 16/03/23		REFERENCE 31633003		ORIGINAL SHEET SIZE A3	
		VERSION E		DRAWING 3163300FE		SHEET 1 OF 7 SHEETS	



MCKIMMIES ROAD STAGE 3		LICENSED SURVEYOR ROSS NICHOLSON	SCALE 1:750	7.5 0 15 30 LENGTHS ARE IN METRES	
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		VERSION E	DRAWING 3163300FE	SHEET 2	



BETULA AVENUE R2



NIS

SEE STAGES 1 & 2

SEE ENLARGEMENT B

ENLARGEMENT A

SEE ENLARGEMENT D



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McKIMMIES ROAD STAGE 3

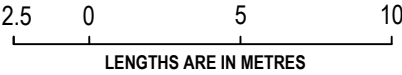
LICENSED SURVEYOR ROSS NICHOLSON

DATE 16/03/23

VERSION E

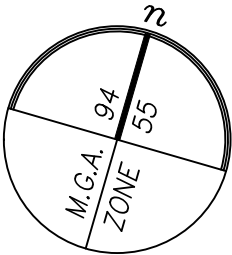
REFERENCE 31633003

DRAWING 3163300FE



SCALE
1:250

ORIGINAL SHEET SIZE A3
SHEET 3



RESERVE No.1
(NIS)

PLAN OF SUBDIVISION

PS 845658D /S 3

SEE ENLARGEMENT A

NIS
SEE STAGES 1 & 2

BURRATA CLOSE

28

M

29

M

30

M

31

COMMON PROPERTY No.1

FETTA PLACE

32

M

33

M

34

M

35

M

36

CP No.1

EASTERN SITE BOUNDARY

ENLARGEMENT B

SEE ENLARGEMENT C



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McKIMMIES ROAD STAGE 3

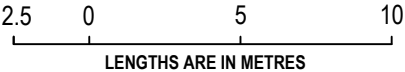
LICENSED SURVEYOR ROSS NICHOLSON

DATE 16/03/23

VERSION E

REFERENCE 31633003

DRAWING 3163300FE

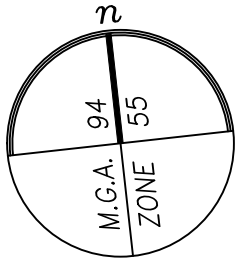


SCALE
1:250

ORIGINAL SHEET SIZE A3
SHEET 4

PLAN OF SUBDIVISION

PS 845658D /S 3



NIS

SEE STAGES 1 & 2

SEE ENLARGEMENT B

COMMON PROPERTY No.1

S4

SEE ENLARGEMENT D

A
↑

A'

ENLARGEMENT C

McKIMMIES ROAD STAGE 3

LICENSED SURVEYOR ROSS NICHOLSON

SCALE
1:250

2.5 0 5 10

LENGTHS ARE IN METRES

DATE	16/03/23	REFERENCE	31633003
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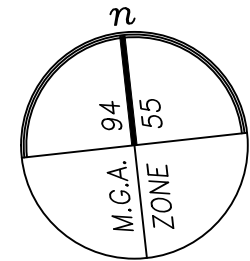
VERSION E DRAWING 3163300FE

ORIGINAL SHEET SIZE A3

SHEET 5

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PLAN OF SUBDIVISION

PS 845658D /S 3

NIS

SEE STAGES 1 & 2

SEE ENLARGEMENT A

COMMON PROPERTY No.1

S4

SEE ENLARGEMENT C

A'

ENLARGEMENT D



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McKIMMIES ROAD STAGE 3

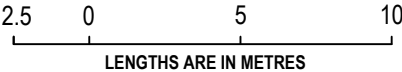
LICENSED SURVEYOR ROSS NICHOLSON

DATE 16/03/23

VERSION E

REFERENCE 31633003

DRAWING 3163300FE



SCALE
1:250

ORIGINAL SHEET SIZE A3
SHEET 6

BETULA AVENUE

BETULA AVENUE R2

101

FONTINA PLACE CP No.1

S4

SECOND STOREY

FIRST STOREY

GROUND STOREY

SECTION A - A'
NOT TO SCALE



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McKIMMIES ROAD STAGE 3

LICENSED SURVEYOR ROSS NICHOLSON

DATE 16/03/23
VERSION E

REFERENCE 31633003
DRAWING 3163300FE



SCALE
NTS

ORIGINAL SHEET SIZE A3
SHEET 7

OWNERS CORPORATION SCHEDULE

PS845658D/S3

Owners Corporation No.

1

Plan No.

PS845658D

Land affected by Owners Corporation

Lots: All existing lots in Owners Corporation 1 not affected by this plan and all of the lots in the table below

Common Property No.: 1

Limitations of Owners Corporation:

Unlimited

Notations

Nil

Totals		
	Entitlement	Liability
This schedule	1930	1930
Balance of existing OC	4235	4235
Overall Total	6165	6165

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability
28	208	208
29	100	100
30	95	95
31	127	127
32	157	157
33	114	114
34	107	107
35	112	112
36	110	110
100	151	151
101	92	92
102	92	92
103	92	92
104	92	92
105	92	92
106	92	92
107	96	96
S4	1	1

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LICENSED SURVEYOR: Ross Nicholson

DATE: 16/03/2023

VERSION: E

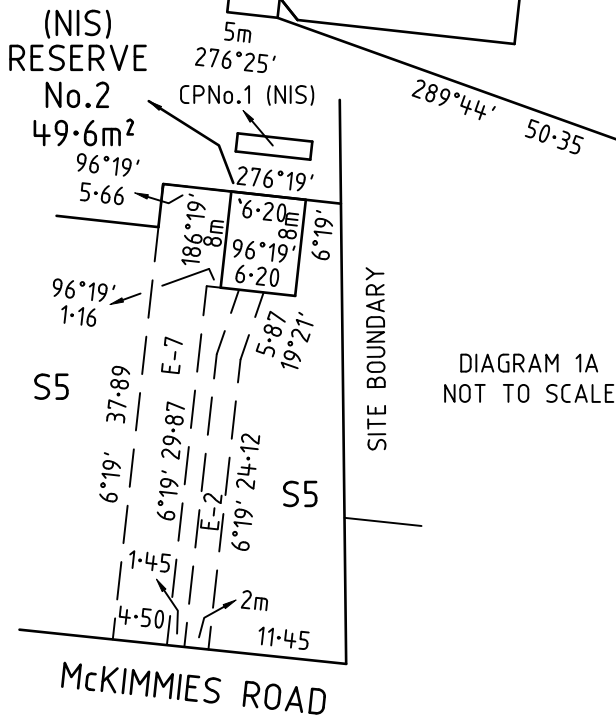
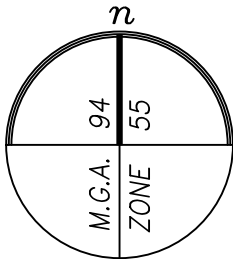
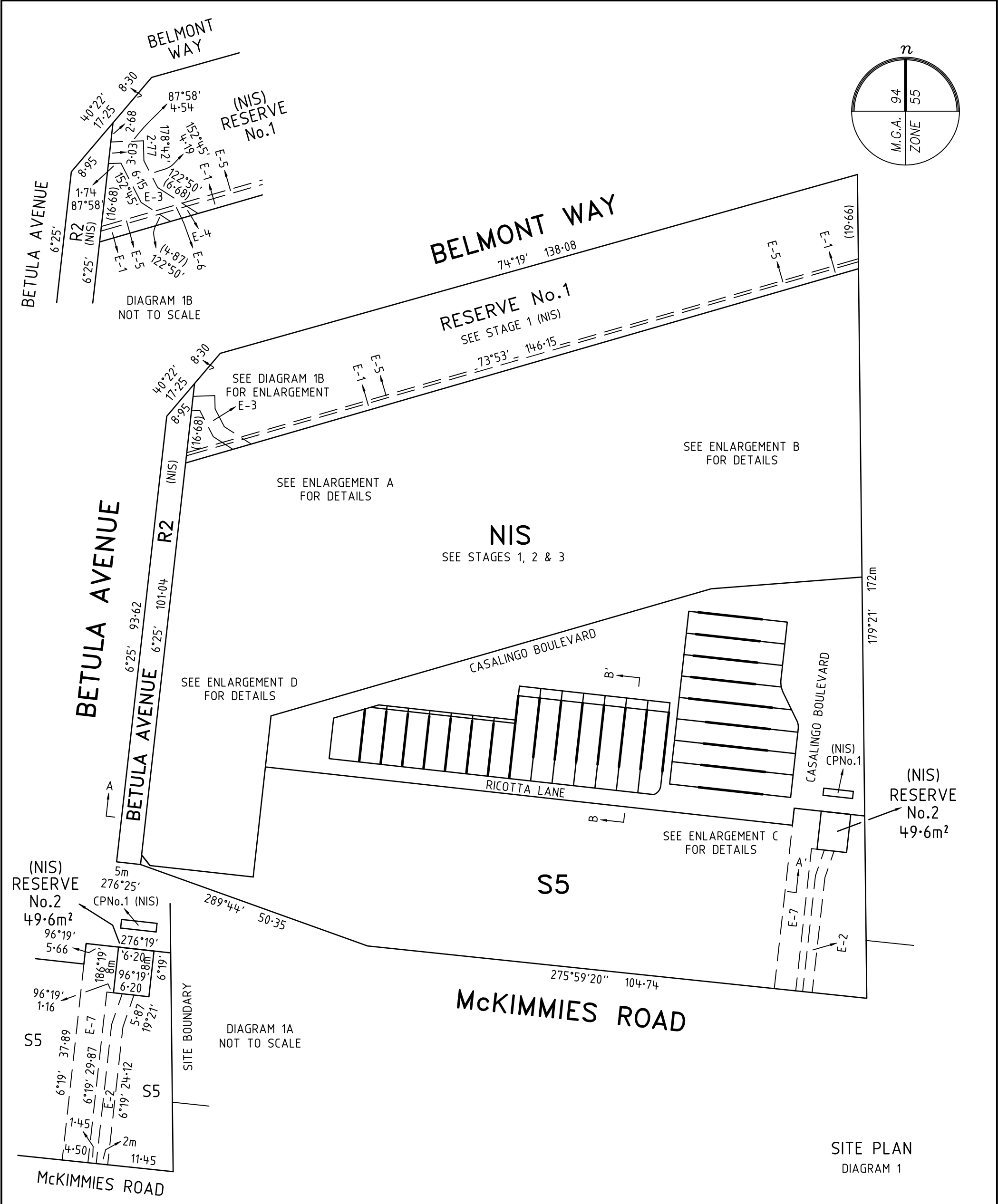
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DRAWING: 3163300FE

SHEET 1 OF 1

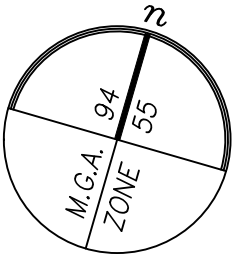
ORIGINAL SHEET
SIZE: A3

PLAN OF SUBDIVISION				EDITION		PS 845658D /S 4		
LOCATION OF LAND PARISH:KEELBUNDORA TOWNSHIP:- SECTION:- CROWN ALLOTMENT:- CROWN PORTION:27 (PART) TITLE REFERENCE:VOL FOL LAST PLAN REFERENCE:LOT S4 ON PS845658D POSTAL ADDRESS: (at time of subdivision)328-338 McKIMMIES ROAD, MILL PARK, VIC, 3082 MGA 94 CO-ORDINATES: (approx. centre of land in plan)E 328850 N 5828250ZONE: 55								
VESTING OF ROADS AND/OR RESERVES				NOTATIONS				
IDENTIFIER		COUNCIL/BODY/PERSON		STAGING		THIS IS / IS NOT A STAGED SUBDIVISION PLANNING PERMIT NO.		
NIL		NIL		DEPTH LIMITATION		DOES NOT APPLY		
CASALINGO BOULEVARD & RICOTTA LANE ARE PRIVATE ROADS AND ARE CONTAINED WITHIN COMMON PROPERTY No.1 NIS - NOT IN SUBDIVISION CP No.1 - COMMON PROPERTY No.1 - ≡ ≡ ≡ ≡ ≡ DENOTES STRUCTURE (NON-BOUNDARY)				BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: MEDIAN: BOUNDARIES MARKED M EXTERIOR FACE: ALL OTHER BOUNDARIES				
				COMMON PROPERTY No. 1 IS ALL THE LAND IN THE PLAN EXCEPT LOTS.				
				LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES.				
				COMMON PROPERTY No.1 INCLUDES ALL PIPES, CONDUITS AND CABLES THAT THAT SUPPLY ELECTRICITY TO LOTS ON THIS PLAN.				
EASEMENT INFORMATION								
EASEMENTS & RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO THE WHOLE OF THE LAND IN THIS PLAN.								
LEGEND: E - ENCUMBERING EASEMENT, CONDITION IN CROWN GRANT IN THE NATURE OF AN EASEMENT OR OTHER ENCUMBRANCE A - APPURTENANT EASEMENT								
SUBJECT LAND	PURPOSE		WIDTH (metres)	ORIGIN		LAND BENEFITED/IN FAVOUR OF		
E-1 E-2	FOOTWAY POWERLINE		1.40 2m	PS845658D/S1 PS845658D/S1 - SEC.88 ELECTRICITY INDUSTRY ACT 2000		LOTS ON PS845658D AUSNET ELECTRICITY SERVICES PTY LTD		
E-3 E-4	DRAINAGE FOOTWAY DRAINAGE		SEE DIAG. 1.40 SEE DIAG.	PS845658D/S1 PS845658D/S1 PS845658D/S1		LOTS ON PS845658D LOTS ON PS845658D LOTS ON PS845658D		
E-5	TRANSMISSION OF TELECOMMUNICATIONS & DATA SIGNALS BY UNDERGROUND CABLE		0.60	PS845658D/S1		LOTS ON PS845658D		
E-6	TRANSMISSION OF TELECOMMUNICATIONS & DATA SIGNALS BY UNDERGROUND CABLE		0.60	PS845658D/S1		LOTS ON PS845658D		
E-7	DRAINAGE CARRIAGEWAY		SEE DIAG. SEE DIAG.	PS845658D/S1 PS845658D/S1		LOTS ON PS845658D AUSNET ELECTRICITY SERVICES PTY LTD		
McKIMMIES ROAD STAGE 4			LICENSED SURVEYOR ROSS NICHOLSON					
24 LOTS								
veris VERIS AUSTRALIA PTY LTD A Level 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 8400 E melbourne@veris.com.au W www.veris.com.au			DATE 16/03/23		REFERENCE 31633003		ORIGINAL SHEET SIZE A3	
			VERSION E		DRAWING 3163300EE		SHEET 1 OF 7 SHEETS	

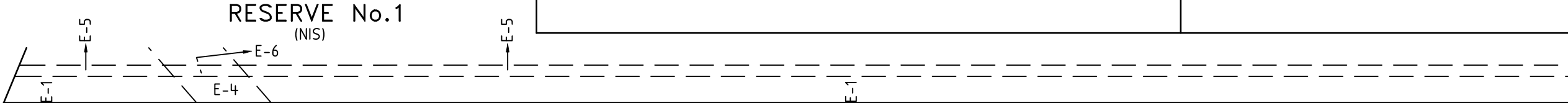


SITE PLAN
DIAGRAM 1

McKIMMIES ROAD STAGE 4		LICENSED SURVEYOR	ROSS NICHOLSON	SCALE	1:750	7.501530	LENGTHS ARE IN METRES
veris VERIS AUSTRALIA PTY LTD A Level 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 8400 E melbourne@veris.com.au W www.veris.com.au	DATE	16/03/23	REFERENCE	31633003	ORIGINAL SHEET SIZE A3		
	VERSION	E	DRAWING	3163300EE	SHEET 2		



BETULA AVENUE R2
(NIS)



NIS

SEE STAGES 1, 2 & 3

SEE ENLARGEMENT B

ENLARGEMENT A

SEE ENLARGEMENT D



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McKIMMIES ROAD STAGE 4

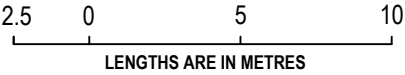
LICENSED SURVEYOR ROSS NICHOLSON

DATE 16/03/23

VERSION E

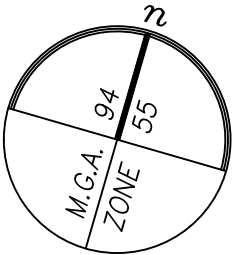
REFERENCE 31633003

DRAWING 3163300EE



SCALE
1:250

ORIGINAL SHEET SIZE A3
SHEET 3



RESERVE No.1
(NIS)

E-1

E-5

PLAN OF SUBDIVISION

PS 845658D /S 4

SEE ENLARGEMENT A

NIS

SEE STAGES 1, 2 & 3

EASTERN SITE BOUNDARY

ENLARGEMENT B

SEE ENLARGEMENT C



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McKIMMIES ROAD STAGE 4

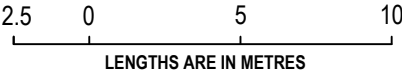
LICENSED SURVEYOR ROSS NICHOLSON

DATE 16/03/23

VERSION E

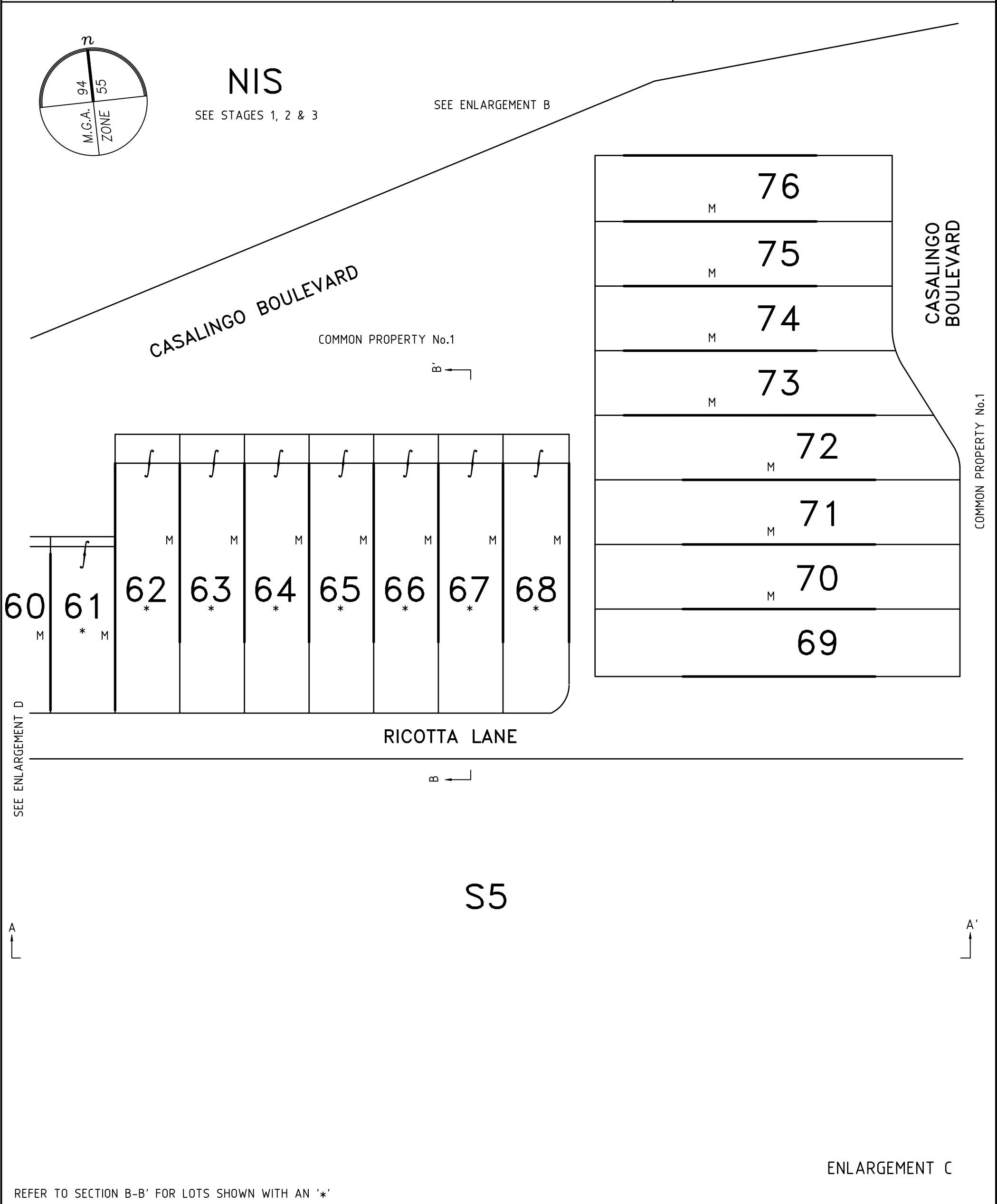
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DRAWING 3163300EE



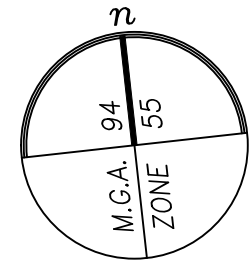
SCALE
1:250

ORIGINAL SHEET SIZE A3
SHEET 4



REFER TO SECTION B-B' FOR LOTS SHOWN WITH AN '*'

McKIMMIES ROAD STAGE 4		LICENSED SURVEYOR	ROSS NICHOLSON	SCALE	1:250	2.50510	LENGTHS ARE IN METRES
veris VERIS AUSTRALIA PTY LTD A Level 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 8400 E melbourne@veris.com.au W www.veris.com.au	DATE	16/03/23	REFERENCE	31633003	ORIGINAL SHEET SIZE A3		
	VERSION	E	DRAWING	3163300EE	SHEET 5		



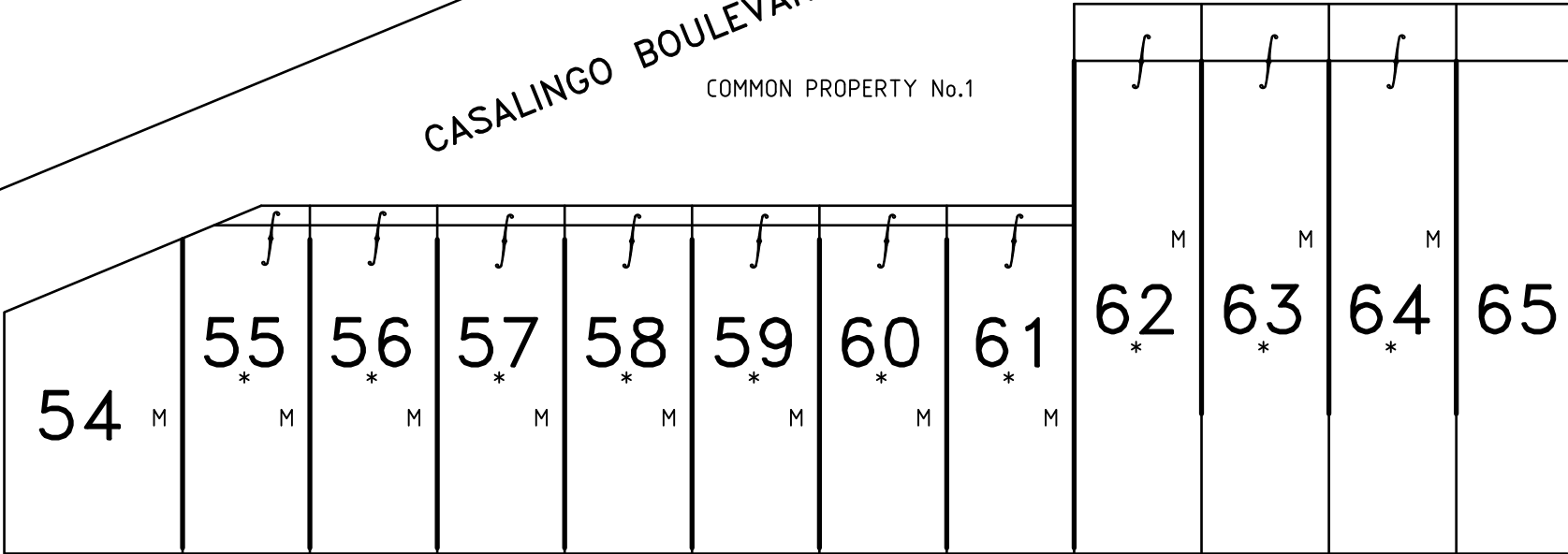
NIS

SEE STAGES 1, 2 & 3

SEE ENLARGEMENT A

CASALINGO BOULEVARD

COMMON PROPERTY No.1



RICOTTA LANE

SEE ENLARGEMENT C

S5

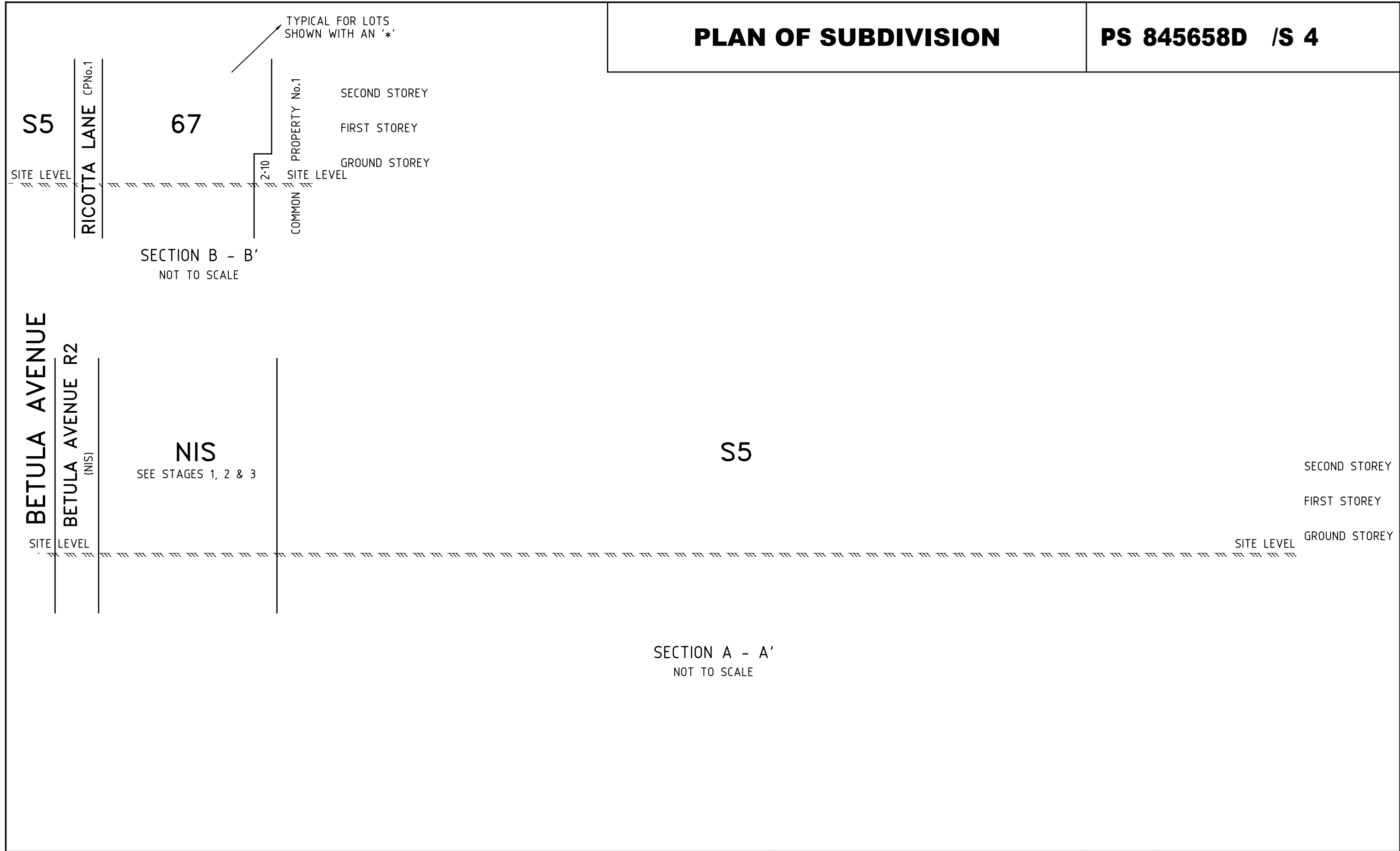
ENLARGEMENT D

REFER TO SECTION B-B' FOR LOTS SHOWN WITH AN '*'

veris VERIS AUSTRALIA PTY LTD A Level 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 8400 E melbourne@veris.com.au W www.veris.com.au	McKIMMIES ROAD STAGE 4		2.50510 LENGTHS ARE IN METRES	SCALE 1:250	ORIGINAL SHEET SIZE A3
	LICENSED SURVEYOR ROSS NICHOLSON				SHEET 6
	DATE 16/03/23	REFERENCE 31633003			
VERSION E	DRAWING 3163300EE				

PLAN OF SUBDIVISION

PS 845658D /S 4



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McKIMMIES ROAD STAGE 4

LICENSED SURVEYOR **ROSS NICHOLSON**

DATE 16/03/23 REFERENCE 31633003

VERSION E DRAWING 3163300EE

REFERENCE 31633003

DRAWING 3163300EE



SCALE
NTS

ORIGINAL SHEET SIZE A3

SHEET 7

OWNERS CORPORATION SCHEDULE

PS845658D/S4

Owners Corporation No.

1

Plan No.	PS845658D
----------	-----------

Land affected by Owners Corporation

Lots: All existing lots in Owners Corporation 1 not affected by this plan and all of the lots in the table below

Common Property No.: 1

Common Property No.: 1

Limitations of Owners Corporation:

Unlimited

Notations
Nil

		Totals	
		Entitlement	Liability
		1814	1814
		6164	6164
		7978	7978

Totals		
	Entitlement	Liability
This schedule	1814	1814
Balance of existing OC	6164	6164
Overall Total	7978	7978

Lot Entitlement and Lot Liability

	Lot	Entitlement	Liability		Lot	Entitlement	Liability		Lot	Entitlement	Liability
	54	62	62								
	55	52	52								
	56	52	52								
	57	52	52								
	58	52	52								
	59	52	52								
	60	52	52								
	61	52	52								
	62	78	78								
	63	78	78								
	64	78	78								
	65	78	78								
	66	78	78								
	67	78	78								
	68	79	79								
	69	119	119								
	70	114	114								
	71	114	114								
	72	112	112								
	73	100	100								
	74	93	93								
	75	93	93								
	76	95	95								
	S5	1	1								

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LICENSED SURVEYOR: Ross Nicholson	
DATE: 16/03/2023	REFERENCE: 31633003
VERSION: E	DRAWING: 3163300EE

DATE: 16/03/2023 REFERENCE: 31633003
VERSION: E DRAWING: 3163300EE

VERSION: E DRAWING: 3163300EE

REFERENCE: 31633003
DRAWING: 3163300EE

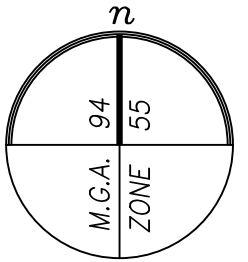
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SHEET	1 OF 1
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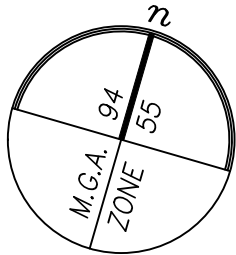
ORIGINAL SHEET
SIZE: A3

PLAN OF SUBDIVISION				EDITION		PS 845658D /S 5		
LOCATION OF LAND PARISH:KEELBUNDORA TOWNSHIP:- SECTION:- CROWN ALLOTMENT:- CROWN PORTION:27 (PART) TITLE REFERENCE:VOL FOL LAST PLAN REFERENCE:LOT S4 ON PS845658D POSTAL ADDRESS:(at time of subdivision)328-338 McKIMMIES ROAD, MILL PARK, VIC, 3082 MGA 94 CO-ORDINATES:(approx. centre of land in plan)E 328850 N 5828250ZONE: 55								
VESTING OF ROADS AND/OR RESERVES				NOTATIONS				
IDENTIFIER		COUNCIL/BODY/PERSON		STAGING		THIS IS / IS NOT A STAGED SUBDIVISION PLANNING PERMIT NO.		
ROAD R1		CITY OF WHITTLESEA		DEPTH LIMITATION		DOES NOT APPLY		
ROAD R3		CITY OF WHITTLESEA		BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: MEDIAN: BOUNDARIES MARKED M EXTERIOR FACE: ALL OTHER BOUNDARIES COMMON PROPERTY No. 1 IS ALL THE LAND IN THE PLAN EXCEPT LOTS. LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES.				
FONTINA PLACE, RICOTTA LANE & CASALINGO BOULEVARD ARE PRIVATE ROADS AND ARE CONTAINED WITHIN COMMON PROPERTY No.1								
OTHER PURPOSE OF PLAN TO REMOVE PART OF E-2 (POWERLINE) AND E-7 (CARRIAGEWAY) CREATED IN PS845658D/S1 AS NOW CONTAINED WITHIN McKIMMIES ROAD (ROAD R1) ON THIS PLAN.								
GROUNDS FOR REMOVAL OF THE EASEMENTS AGREEMENT BY ALL INTERESTED PARTIES								
NIS - NOT IN SUBDIVISION CP No.1 - COMMON PROPERTY No.1 -     DENOTES STRUCTURE (NON-BOUNDARY)				COMMON PROPERTY No.1 INCLUDES ALL PIPES, CONDUITS AND CABLES THAT THAT SUPPLY ELECTRICITY TO LOTS ON THIS PLAN.				
EASEMENT INFORMATION								
EASEMENTS & RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO THE WHOLE OF THE LAND IN THIS PLAN.								
LEGEND: E - ENCUMBERING EASEMENT, CONDITION IN CROWN GRANT IN THE NATURE OF AN EASEMENT OR OTHER ENCUMBRANCE A - APPURTENANT EASEMENT								
SUBJECT LAND	PURPOSE		WIDTH (metres)	ORIGIN		LAND BENEFITED/IN FAVOUR OF		
E-1 E-2	FOOTWAY POWERLINE		1.40 2m	PS845658D/S1 PS845658D/S1 - SEC.88 ELECTRICITY INDUSTRY ACT 2000		LOTS ON PS845658D AUSNET ELECTRICITY SERVICES PTY LTD		
E-3 E-4	DRAINAGE FOOTWAY DRAINAGE		SEE DIAG. 1.40 SEE DIAG.	PS845658D/S1 PS845658D/S1 PS845658D/S1		LOTS ON PS845658D LOTS ON PS845658D LOTS ON PS845658D		
E-5	TRANSMISSION OF TELECOMMUNICATIONS & DATA SIGNALS BY UNDERGROUND CABLE		0.60	PS845658D/S1		LOTS ON PS845658D		
E-6	TRANSMISSION OF TELECOMMUNICATIONS & DATA SIGNALS BY UNDERGROUND CABLE		0.60	PS845658D/S1		LOTS ON PS845658D		
E-7	DRAINAGE CARRIAGEWAY		SEE DIAG. SEE DIAG.	PS845658D/S1 PS845658D/S1		LOTS ON PS845658D AUSNET ELECTRICITY SERVICES PTY LTD		
McKIMMIES ROAD STAGE 5			LICENSED SURVEYOR ROSS NICHOLSON					
23 LOTS								
veris VERIS AUSTRALIA PTY LTD A Level 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 8400 E melbourne@veris.com.au W www.veris.com.au			DATE 16/03/23		REFERENCE 31633003		ORIGINAL SHEET SIZE A3	
			VERSION E		DRAWING 3163300DE		SHEET 1 OF 7 SHEETS	

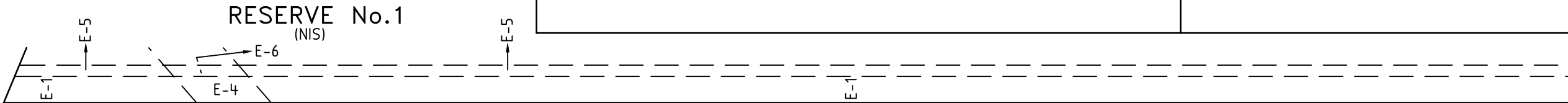
PS 845658D /S 5



McKIMMIES ROAD STAGE 5		LICENSED SURVEYOR ROSS NICHOLSON		SCALE 1:750	
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		VERSION E DRAWING 3163300DE		SHEET 2	



BETULA AVENUE R2
(NIS)



NIS

SEE STAGES 1, 2, 3 & 4

SEE ENLARGEMENT B

ENLARGEMENT A

SEE ENLARGEMENT D



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McKIMMIES ROAD STAGE 5

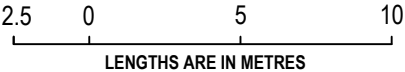
LICENSED SURVEYOR ROSS NICHOLSON

DATE 16/03/23

VERSION E

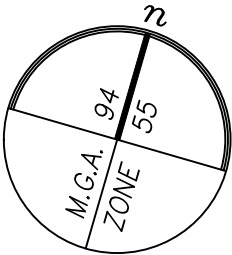
REFERENCE 31633003

DRAWING 3163300DE



SCALE
1:250

ORIGINAL SHEET SIZE A3
SHEET 3



RESERVE No.1
(NIS)

E-1

E-5

PLAN OF SUBDIVISION

PS 845658D /S 5

SEE ENLARGEMENT A

NIS

SEE STAGES 1, 2, 3 & 4

EASTERN SITE BOUNDARY

ENLARGEMENT B

SEE ENLARGEMENT C



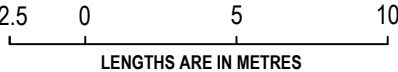
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McKIMMIES ROAD STAGE 5

LICENSED SURVEYOR ROSS NICHOLSON

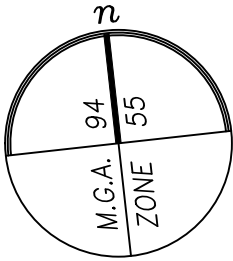
DATE 16/03/23
VERSION E

REFERENCE 31633003
DRAWING 3163300DE



SCALE
1:250

ORIGINAL SHEET SIZE A3
SHEET 4



SEE ENLARGEMENT B

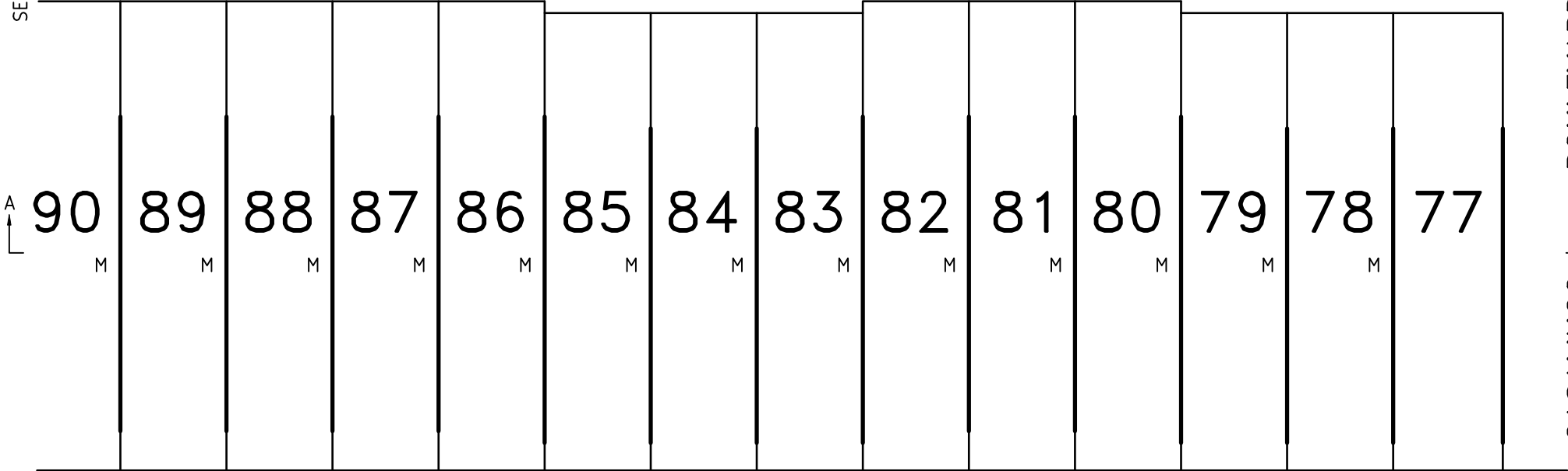
NIS

SEE STAGES 1, 2, 3 & 4

SEE ENLARGEMENT D

RICOTTA LANE

COMMON PROPERTY No.1

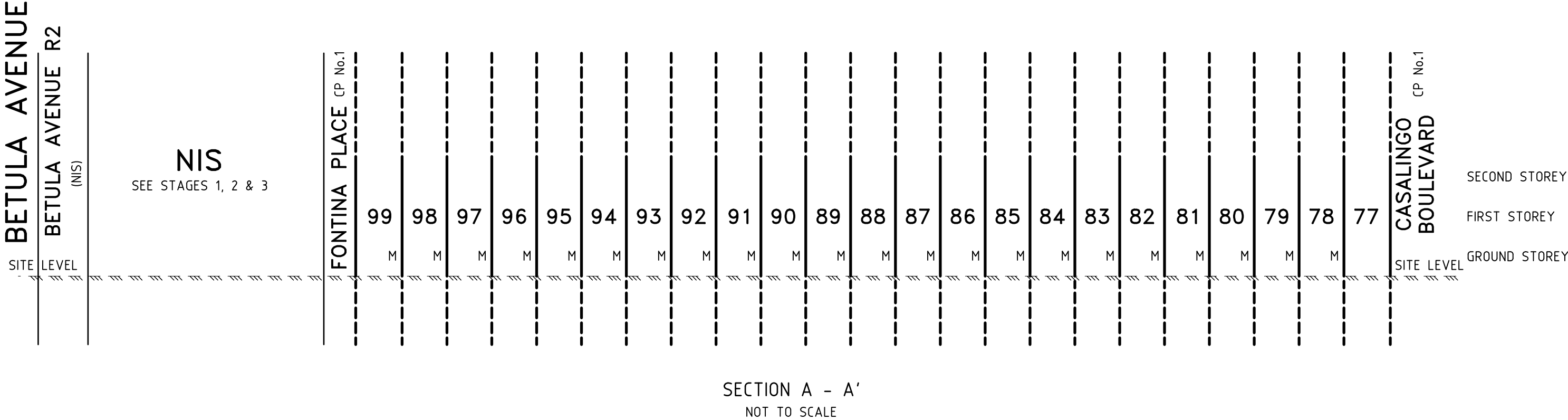


McKIMMIES ROAD R1

ENLARGEMENT C

McKIMMIES ROAD STAGE 5	LICENSED SURVEYOR ROSS NICHOLSON	SCALE 1:250	2.5 0 5 10 LENGTHS ARE IN METRES
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	VERSION E	DRAWING 3163300DE	SHEET 5

SHEET **6**



OWNERS CORPORATION SCHEDULE							PS845658D/S5																				
Owners Corporation No.			1				Plan No.			PS845658D																	
Land affected by Owners Corporation			Lots: All existing lots in Owners Corporation 1 not affected by this plan and all of the lots in the table below																								
			Common Property No.: 1																								
Limitations of Owners Corporation:			Unlimited																								
Notations Nil																											
												<table><tr><td colspan="3">Totals</td></tr><tr><td></td><td>Entitlement</td><td>Liability</td></tr><tr><td>This schedule</td><td>2040</td><td>2040</td></tr><tr><td>Balance of existing OC</td><td>7977</td><td>7977</td></tr><tr><td>Overall Total</td><td>10017</td><td>10017</td></tr></table>	Totals				Entitlement	Liability	This schedule	2040	2040	Balance of existing OC	7977	7977	Overall Total	10017	10017
Totals																											
	Entitlement	Liability																									
This schedule	2040	2040																									
Balance of existing OC	7977	7977																									
Overall Total	10017	10017																									
Lot Entitlement and Lot Liability																											
Lot	Entitlement	Liability		Lot	Entitlement	Liability		Lot	Entitlement	Liability		Lot	Entitlement	Liability													
77	90	90																									
78	87	87																									
79	88	88																									
80	90	90																									
81	90	90																									
82	90	90																									
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VERIS AUSTRALIA PTY LTD A Level 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 8400 E melbourne@veris.com.au W www.veris.com.au veris				LICENSED SURVEYOR: Ross Nicholson								SHEET 1 OF 1															
				DATE: 16/03/2023								REFERENCE: 31633003	ORIGINAL SHEET														
				VERSION: E								DRAWING: 3163300DE	SIZE: A3														



City of Whittlesea

PLANNING PERMIT

WHITTLESEA PLANNING SCHEME

ADDRESS OF THE LAND:

328-338 McKimmies Road (Lot 2 PS 329278T) Mill Park

THE PERMIT ALLOWS:

MULTI – DWELLING DEVELOPMENT ON THE LAND FOR THE PURPOSES OF DWELLING AND REMOVAL OF NATIVE VEGETATION

- IN A RESIDENTIAL GROWTH ZONE – SCHEDULE 1,
- ROAD ZONE – SCHEDULE 2
- DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY – SCHEDULE 3
- SPECIAL BUILDING OVERLAY

IN ACCORDANCE WITH THE ENDORSED PLANS

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Before the development starts, the permit holder must pay to Council a contribution for drainage pursuant to Clause 45.06 of the Whittlesea Planning Scheme. The drainage contribution will be subject to the Consumer Price Index (CPI) applicable at the time of payment.
2. *deleted*
3. Before the development starts, three copies of a revised plan must be submitted to and approved by the Responsible Authority. The plans must be generally in accordance with the plans of DKO Architects Project No. 11680, Drawing Nos. TP200, TP202, TP203, TP204, TP, 205, TP206, TP309, TP310, TP311, TP312 and TP313, all marked Revision A, but modified to show:

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- a) Creation of a new access to McKimmies Road at an appropriate position along that frontage toward the eastern end (to maximise distance from the intersection). That access is to be a minimum of 6.1 metres wide for the first 7 metres into the site (in accordance with Clause 52.06-9 of the Planning Scheme) and provide a separate pedestrian path of a minimum 1.5 metres width and appropriate offset from dwellings, and provide for appropriate modifications within McKimmies Road to provide for a deceleration lane and right turn lane. The layout of the development must be amended to ensure that this access point is the primary and principal access to and from the proposed dwellings.
 - b) The access to Betula Avenue relocated further north along the Betula Avenue frontage and downgraded to be a secondary access providing for and designed for left-in and left-out vehicle movements.
 - c) The Tree Protection Zones of all River Red Gum trees in accordance with Council guidelines.
 - d) The transfer of the parts land in accordance with Condition 5.
 - e) In accordance with Clause 52.06-8 of the Whittlesea Planning Scheme, accessways must have a corner splay or area at least 50 per cent clear of visual obstructions extending at least 2m along the frontage road from the edge of the exit lane and 2.5m along the exit lane from the frontage, to provide a clear view of pedestrians on the footpath of the frontage road. The area clear of visual obstructions may include an adjacent entry or exit lane where more than one lane is provided, or adjacent landscaped areas, provided the landscaping in those areas is less than 900mm high and in accordance with Condition 7.
4. Before the development starts and approval of construction plans (engineering plans), a functional layout plan, generally in accordance with plans endorsed pursuant to Condition 3 to the satisfaction of the Responsible Authority, must be submitted to and approved by the Responsible Authority. When approved, the functional layout plan will be endorsed and will then form part of the permit. Three copies of the functional layout plan must be drawn at a scale of 1:500 to acceptable drafting standards and an electronic copy (PDF) must be provided.
- The functional layout plan must show:
- a) Full dimensions of the completion of Betula Avenue, the construction of the pedestrian paths, parking lane, kerb and channel, nature strip along the eastern side of Betula Avenue, including typical cross-sections for the road, widths of road reservation and pathways, dimensioning individual elements, services offsets, topography and existing features (including contours) and any other spatial requirements.
 - b) Full dimensions of the modifications required to McKimmies Road, including construction of deceleration lane, right-turn lane with any consequential alterations to McKimmies Road alignment, typical cross-sections for the road, widths of road reservation and pathways, dimensioning individual elements, services offsets,

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topography and existing features (including contours) and any other spatial requirements.

- c) A table of offsets for all utility services and street trees.
 - d) Location and alignment of kerbs, indented parking spaces, footpaths, shared paths and traffic controls.
 - e) The proposed drainage network.
5. Before occupation of any dwelling approved under this permit except where noted otherwise below, the following areas are transferred to Council:
- a) The drainage easement along the northern side (that is delineated as a drainage reserve on PS 304391N) be transferred as part of Stage 5.
 - b) The strip of land along and within the southern boundary that is zoned Road Zone Category 2 to be transferred as part of Stage 1.
 - c) The strip of land along and within the Betula Avenue frontage, within which part of the Betula Avenue shoulder has been constructed to be transferred as part of Stage 3.
 - d) A splay at the south-western corner of the site to be transferred as part of Stage 1.
6. Before occupation of any dwelling approved under this permit the land must be subdivided and the areas specified in Condition 5 transferred to Council, except where noted otherwise below. Prior to being transferred, the works required in the land to be transferred must be fully constructed to the requirements and satisfaction of the Responsible Authority in accordance with Condition 17 of this permit.
- a) The drainage easement along the northern side (that is delineated as a drainage reserve on PS 304391N) be transferred as part of Stage 5.
 - b) The strip of land along and within the Betula Avenue frontage, within which part of the Betula Avenue shoulder has been constructed to be transferred as part of Stage 3.
 - c) A splay at the south-western corner of the site to be transferred as part of Stage 1.
7. Before the development starts a detailed landscape plan prepared by a person suitably qualified or experienced in landscape design must be submitted to and approved by the Responsible Authority.

The plans must be drawn to scale with dimensions and show all proposed landscaping, including details of any existing vegetation to be removed or retained, the location of all new planting, a schedule of plant species and height at maturity, and a maintenance schedule. Species selection is to be to the satisfaction of the Responsible Authority. Any proposed trees must be at an advanced stage of growth when planted.

Waste Management

8. Collection of waste must be in accordance with a Waste Management Plan as approved by the Responsible Authority and must be undertaken by a private contractor and must not cause

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unreasonable disturbance to nearby residential properties to the satisfaction of the Responsible Authority.

In the preparation of such a management plan, the following items must be addressed:

- a) How the collection of refuse and recycling material will be managed.
- b) The frequency for the removal of such refuse and recycling material.
- c) How it is intended to control the emission of odour caused by such refuse and recycling material when it is being stored within the site.
- d) Where such refuse and recycling shall be stored within the site.
- e) Waste collection to occur on-site.
- f) Trucks are to have a length of not more than 6.4m and a height of not more than 2.1m.
- g) Collection to occur only outside of peak traffic hours, or as otherwise agreed.

Site Management Plan

9. Before any works start, including works required by other authorities, three copies of a site management plan must be submitted to and approved by the Responsible Authority. When approved, the Site Management Plan will be endorsed and will then form part of the permit. The Site Management Plan must:

- a) Include separate parts describing relevant matters of occupational health and safety, traffic management and delivery times and methods.
- b) Include proposed location of car parking for construction workers' private vehicles if they are not to be parked on site.
- c) Include the proposed route for construction vehicle access to the site including a program for the upgrade and maintenance works required along this route while any works are in progress.
- d) Include means by which foreign material will be restricted from being deposited on public roads by vehicles associated with building and works on the land to the satisfaction of the Responsible Authority.

The developer must keep the Responsible Authority informed in writing of any changes to the Site Management Plan. If in the opinion of the Responsible Authority the changes represent a significant departure from the approved Site Management Plan then an amended Site Management Plan must be submitted to and approved by the Responsible Authority. The approved measures must be carried out and completed to the satisfaction of the Responsible Authority.

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Layout Not Altered

10. The development allowed by this permit and shown on the plans and/or schedules endorsed to accompany this permit shall not be amended for any reason without the consent of the Responsible Authority.
11. Once the development has started it must be continued and completed to the satisfaction of the Responsible Authority.

Landscaping

12. Before the staged use of the development allowed by this permit starts, landscaping works within the applicable stage shown on the endorsed plan must be completed and then maintained to the satisfaction of the Responsible Authority.

Actions before Occupation of the dwellings

13. Before the dwellings within the applicable stage permitted by this permit are occupied, the car parking areas and access ways within the stage must be drained, and fully sealed and constructed with asphalt, interlocking paving bricks, coloured concrete or other similar materials in accordance with the endorsed Construction Management plan to the satisfaction of the Responsible Authority.
14. In areas set aside for car parking, measures must be taken to the satisfaction of the Responsible Authority to prevent damage to fences or landscaped areas.
15. Vehicular access to the site must be by way of a vehicle crossing constructed in accordance with Council's Vehicle Crossing Specifications to suit the proposed driveway(s) and the vehicles that will be using the crossing(s). The location, design, and construction of the vehicle crossing(s) must be approved by the Responsible Authority. Any existing unused or redundant crossing(s) must be removed and replaced with concrete kerb, channel and naturestrip to the satisfaction of the Responsible Authority. All vehicle crossing works are to be carried out with Council supervision under a Road Opening Permit.
16. Before starting any buildings or works, engineering plans showing a properly prepared design (with computations) for the internal drainage and method of disposal of stormwater from all roofed and sealed areas, including the use of an on-site detention system, must be submitted to Council for approval. These internal drainage works must be completed to Council's satisfaction prior to using or occupying any building on the site.
17. Before any roads, paths or drainage works associated with road and pathways in land to be transferred to the Council, and after the approval of the Functional Layout Plan, submission of landscape plans, and locations of authorities' services have been provided to the satisfaction of the responsible authority, detailed construction plans for works must be submitted to and approved by the Responsible Authority. When approved, the construction plans will be endorsed and will then form part of the permit. The construction plans must be drawn to scale with dimensions and three copies must be provided.

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The construction plans must include the following to the satisfaction of the Responsible Authority:

- a) All necessary computations and supporting documentation.
- b) All details of works consistent with the approved functional layout plan and approved landscape plan.
- c) Design for full construction of streets and underground drainage, including measures to control/capture pollutants and silt.
- d) Design for full construction of pavements with kerb and channel and vehicular crossings where appropriate.
- e) Provision for street tree planting.
- f) Provision for all services and conduits (underground), including alignments and offsets, on a separate services layout plan.
- g) Provision of concrete footpaths in the new road and reserves.
- h) Details of the proposed treatment and provision for lot boundary fencing adjoining reserves other than road reserves.

On a separate construction plan sheet if considered necessary by the applicant, provision of conduits, including pits and ancillary works for optical fibre telecommunications services or any equivalent alternative approved by the responsible authority and the conduit, unless otherwise approved, to be designed in accordance with clause 22.13 Telecommunications Conduit Policy of the Whittlesea Planning Scheme and Advisory Note 49, Revised June 2013, Telecommunications services and facilities in subdivisions.

The relocation underground of all existing aerial services, including electricity and telecommunications assets, within new road or as otherwise approved by the Responsible Authority.

Any details and requirements for drainage and water sensitive urban design features.

Road works, drainage and other civil works must be provided, in accordance with construction plans and specifications as approved by the Responsible Authority.

- 18. Prior to using or occupying any building on the site, the permit holder is required to construct at no cost to Council, drainage works between the subject site and the Council nominated point of discharge. Such drainage works must be designed by a qualified engineer and submitted to and approved by Council. Computations will also be required to demonstrate that the drainage system will not be overloaded by the new development. Construction of the drainage system must be carried out in accordance with Council specifications and under Council supervision.
- 19. Before the use of the development commences, reticulated (water, sewerage, gas and electricity) services must be constructed and available to the satisfaction of the Responsible Authority.

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20. The permit holder shall be responsible to meet all costs associated with reinstatement and/or alterations to Council or other Public Authority assets deemed necessary by such Authorities as a result of the development. The permit holder shall be responsible for obtaining prior specific written approval for any works involving the alteration of Council or other Public Authority assets.
21. Prior to occupation of any dwelling within the applicable stage on the subject site, a letter box and house number to the satisfaction of the Responsible Authority shall be provided for each townhouse within the applicable stage.

General Amenity – Construction works

22. At all times during the construction phase of the development, the permit holder shall take measures to ensure that pedestrians are able to use with safety any footpath along the boundaries of the site.
23. Upon completion of all buildings and works authorised by this permit the permit holder must notify the Responsible Authority of the satisfactory completion of the development and compliance with all relevant conditions.
24. Any litter generated by building activities on the site shall be collected and stored in an appropriate enclosure which complies with Council's Code of Practice for building/development sites. The enclosures shall be regularly emptied and maintained such that no litter overflows onto adjoining land. Prior to occupation and/or use of the building, all litter shall be completely removed from the site.
25. During the construction phase, a truck wheel washing facility or similar device must be installed and used to the satisfaction of the Responsible Authority so that vehicles leaving the site do not deposit mud or other materials on roadways. Any mud or other materials deposited on roadways as a result of construction works on the site must be cleaned to the satisfaction of the Responsible Authority within two hours of it being deposited.

Melbourne Water Condition (Condition 26)

26. Finished floor levels of the dwellings must be constructed no lower than as shown on the referenced plans, job number 17-0395, drawing number TP01 and TP02, revision C, dated October 2017.

Permit Expiry

27. This permit will expire if one of the following circumstances applies:
 - (a) The development is not started within two years of the issued date of this permit.
 - (b) The development is not completed within four years of the issued date of this permit.

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

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This permit issued in accordance with VCAT Order P2890/2017 dated 9 April 2018.

This Permit has been amended as follows:

Date of Amendment	Description of Amendment
08 September 2021	Condition 1 amended to replace the words <i>"Prior to the endorsement of the plans required under Condition No. 3 of this permit..."</i> with the words <i>"Before the development starts..."</i> Condition 2 deleted (as Landscape Bonds are no longer required) Condition 5 amended as follows: - In the preamble to Condition 5, following the words "Before occupation of any dwelling approved under this permit,..." insert the words "...except where noted otherwise below,..." - In Part a) following the words <i>"The drainage easement along the northern side (that is delineated as a drainage reserve on PS 304391N)"</i> insert the words <i>"...be transferred as part of Stage 5."</i> - In Part b) following the words <i>"The strip of land along and within the southern boundary that is zoned Road Zone Category 2"</i> insert the words <i>"... to be transferred as part of Stage 1."</i> - In Part c) following the words <i>"The strip of land along and within the Betula Avenue frontage, within which part of the Betula Avenue shoulder has been constructed"</i> insert the words <i>"...to be transferred as part of Stage 3."</i> - In Part d) following the words "A splay at the south-western corner of the site" insert the words <i>"...to be transferred as part of Stage 1."</i> Condition 6 amended as follows: - In the preamble to Condition 6, following the words <i>"...the areas specified in Condition 5 transferred to Council..."</i> insert the words <i>"... , except where noted otherwise below".</i> - Insert the following sub-paragraphs: a) <i>The drainage easement along the northern side (that is delineated as a drainage reserve on PS 304391N) be transferred as part of Stage 5.</i> b) <i>The strip of land along and within the Betula Avenue frontage, within which part of the Betula Avenue shoulder has been constructed to be transferred as part of Stage 3.</i> c) <i>A splay at the south-western corner of the site to be transferred as part of Stage 1.</i> Condition 12 amended by words inserted as shown underlined below: - Before the <u>staged</u> use of the development allowed by the permit starts, landscaping works <u>within the applicable stage</u> shown on the endorsed plan must be completed and then maintained to the satisfaction of the Responsible Authority.

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	Condition 13 amended by words inserted as shown underlined below: - Before the dwellings <u>within the applicable stage</u> permitted by this permit are occupied, the car parking areas and access ways <u>within the stage</u> must be drained, and fully sealed and constructed with asphalt, interlocking paving bricks, coloured concrete or other similar materials <u>in accordance with the endorsed Construction Management Plan</u> to the satisfaction of the Responsible Authority. Condition 21 amended by deletion of the word “apartment” as shown below and words inserted as shown underlined below: - Prior to the occupation of any dwelling <u>within the applicable stage</u> on the subject site, a letter box and house number to the satisfaction of the responsible authority shall be provided for each apartment <u>townhouse within the applicable stage</u>.
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**Signature for the
Responsible Authority:**

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IMPORTANT INFORMATION ABOUT THIS NOTICE

WHAT HAS BEEN DECIDED?

- * The Responsible Authority has issued an amended permit.

WHEN DOES A PERMIT BEGIN?

A permit operates:

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

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of the land expires if –
 - * the development or at any stage of it does not start within the time specified in the permit, or
 - * the development requires the certification of a Plan of Subdivision or Consolidation under the *Subdivisions Act 1988* and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision, or
 - * the development or any stage is not completed within the time specified in the permit or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within five years of the certification of the Plan of Subdivision or Consolidation under the *Subdivision Act 1988*.
2. A permit for the land expires if –
 - * the use does not start within the time specified in the permit or, if no time is specified, within two years after the issue of the permit, or
 - * the use is discontinued for a period of two years.
3. A permit for the development and use of the land expires if –
 - * the development or any stage of it does not start within the time specified in the permit, or
 - * the development or any stage of it is not completed within the time specified in the permit or, if no time is specified, within two years after the issue of the permit, or
 - * the use does not start within the time specified in the permit, or if no time is specified, within two years after the completion of the development, or
 - * the use is discontinued for a period of two years.
4. If a permit for the use of the land or the development and use of the land or relating to any of the circumstances mentioned in Section 6A(2) of the *Planning and Environment Act 1987*, or to any combination of use, development or any of those circumstances requires the certification of a Plan of Subdivision under the *Subdivision Act 1988*, unless the permit contains a different provision –
 - * the use or development of any stage is to be taken to have started when the plan is certified; and
 - * the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT APPEALS?

- * The person who applied for the permit may appeal against any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal where, in which case no right of appeal exists.
- * An appeal must be lodged within 60 days after the permit was issued, unless a Notice of Decision to grant a permit has been issued previously, in which case the appeal must be lodged within 60 days after the giving of that notice.
- * An appeal is lodged with the Victorian Civil and Administrative Tribunal.
- * An appeal must be made on a Notice of Appeal form, which can be obtained from the Victorian Civil and Administrative Tribunal, and must be accompanied by the prescribed fee.
- * An appeal must state the grounds upon which it is based.
- * An appeal must also be served on the Responsible Authority.
- * Details about appeals and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.
- * The address of the Victorian Civil and Administrative Tribunal is 55 King Street, Melbourne 3000. The telephone number is (03) 9628 9777.

PERMIT NUMBER: PLN-41004



City of Whittlesea

PLANNING PERMIT

WHITTLESEA PLANNING SCHEME

ADDRESS OF THE LAND:

328-338 McKimmies Road Mill Park
Lot 2 PS329278T

THE PERMIT ALLOWS:

107 LOT SUBDIVISION IN STAGES IN ACCORDANCE WITH THE ENDORSED PLANS

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

PLANS

- (1) Before the subdivision hereby permitted commences, a plan for endorsement to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and then form part of the permit. The plan must be generally in accordance with the plan submitted (with the application) and prepared by Veris, but modified to show:
- Staging layout and stage numbers overlaid on the plan;
 - The footpath within Reserve 1 must be shown as Road, with a minimum width of 4 metres;
 - Approved road name for the footpath within Reserve 1;
 - Approved road name to replace Fontina Place.

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- (2) The subdivision as shown on the endorsed plan shall not be altered or modified without the written consent of the Responsible Authority.
- (3) Before certification of any stage of the subdivision, plans must be submitted as part of the certification application showing all bearings, distances, street names, lot numbers, and any necessary easements.

SERVICES

- (4) a) The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity, gas and telecommunication services to each lot shown on the endorsed plan in accordance with that authority’s requirements and relevant legislation at the time.
- b) All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.
- c) The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of the Act.

YARRA VALLEY WATER

- (5) Water

The owner of the subject land must enter into an agreement with Yarra Valley Water for the provision of water services.

- (6) Sewerage

The owner of the land must enter into an agreement with Yarra Valley Water for the provision of sewerage services.

MELBOURNE WATER

- (7) Prior to the issue of a Statement of Compliance, a separate application direct to Melbourne Water must be made for any new or modified storm water connection to Melbourne Water's drains or watercourses. Prior to accepting an application, evidence must be provided demonstrating that Council considers that it is not feasible to connect to the local drainage system.

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- (8) Prior to the issue of a Statement of Compliance for the subdivision, engineering plans of the subdivision (in electronic format) must be submitted to Melbourne Water for our records. These plans must show road and drainage details and the 100 year ARI flood levels associated with any proposed overland flow paths.
- (9) Prior to the issue of a Statement of Compliance for the subdivision, a certified survey plan prepared by or under the supervision of a licensed land surveyor, showing finished lot levels reduced to the Australian Height Datum, must be submitted to Melbourne Water for our records.
- (10) The subdivision is to make provision for overland flows from the upstream catchment utilising roads and/or reserves.
- (11) Any road or access way intended to act as a stormwater overland flow path must be designed and constructed to comply with the floodway safety criteria as specified by Melbourne Water.
- (12) Stormwater runoff from the subdivision must achieve State Environment Protection Policy (Waters of Victoria) objectives for environmental management of stormwater as set out in the 'Urban Stormwater Best Practice Environmental Management Guidelines (CSIRO) 1999'.
- (13) Unless otherwise agreed in writing by the relevant drainage authority, the subdivision must retard stormwater back to pre-development levels before entering the downstream drainage system and/or retard stormwater back to the sufficient capacity of the downstream drainage system, whichever is appropriate.

TELECOMMUNICATIONS

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

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- A telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider’s requirements and relevant legislation at the time; and
- A suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

PRIOR TO THE ISSUE OF CERTIFICATION

FUNCTIONAL LAYOUT PLANS

- (16) Prior to Certification of Stage 1 of the subdivision, a Functional Layout Plan for the paper road within Reserve 1, to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. An electronic copy of the functional layout plan must be drawn at a scale of 1:500 to acceptable drafting standards. The Functional Layout Plan/s must include:
- a) all utility services conduits within a 4m wide paper road reservation along the northern boundary of the site.
 - b) the footpath within the paper road offset 50mm from the northern boundary of development site;
 - c) public lighting within the paper road in accordance with the Guidelines for Urban Development prepared by the City of Whittlesea.
 - d) the provision of a path link from the paper road to the existing footpath to the north-east along Belmont Way.

LANDSCAPE WORKS PLAN

- (17) Prior to Certification of Stage 1 of the subdivision, a landscape works plan for the public works to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the landscape works plan will be endorsed and then form part of the permit. The plans must be drawn to scale with dimensions and include:
- a) the removal of all existing disused structures, foundations, pipelines or stockpiles and the eradication of weeds;
 - b) all proposed street-tree planting using semi - advanced trees; with maximum container size of 45 litres or equivalent (larger sizes will incur additional establishment and extended maintenance obligations);
 - c) earth shaping including the supply and spread of sufficient topsoil and sub soil if required on the proposed areas of open space to provide a stable,

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- free draining surface and hydro-seeding of proposed grass areas (including within the drainage reserve if applicable);
- d) mechanisms for the exclusion of vehicles,
- e) proposed open space and streetscape embellishments and
- f) hazard reduction pruning of trees to be retained, to the satisfaction of the Responsible Authority.

PRIOR TO THE ISSUE OF STATEMENT OF COMPLIANCE

- (18) Prior to the issue of a Statement of Compliance for Stage 1 of the subdivision permitted under this permit:
- (i) the owner must complete buildings and works approved under Planning Permit No. 716834 issued on 9 April 2018 to the satisfaction of the Responsible Authority; or
 - (ii) the owner of the land must enter into, and register on title, an agreement with the Responsible Authority under Section 173 of the Planning and Environment Act 1987, which amongst other things, provides that:
 - a) except with the consent of the Responsible Authority, the development of any lot created by the subdivision of the land must be in accordance with the development authorised by Planning Permit No. 716834 issued by the Responsible Authority and the various conditions included in that Planning Permit and the development depicted in the plans from time to time endorsed pursuant to that Planning Permit.
 - b) the cost of the preparation or review of the agreement and its registration on the title to the land must be borne by the owner of the land.
- (19) Prior to the issue of Statement of Compliance for Stage 1, construction of the common property for the whole of the site must be completed to the satisfaction of the Responsible Authority, unless otherwise agreed by the Responsible Authority.
- (20) Prior to the issue of Statement of Compliance for Stage 1, construction of public works within the Reserve and Paper Road (including lighting) abutting Stages 1 and 2 (Lots 7-27) must be completed to the satisfaction of the Responsible Authority, unless otherwise agreed by the Responsible Authority.

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SIGNAGE

- (21) Prior to the issue of a Statement of Compliance for Stage 1, a Signage plan must be submitted to and approved by the Responsible Authority showing:
- a) the location of street blades at each entrance to the site and internally to identify the extent of the private roads and path within the Reserve
 - b) vehicular access to lots facing the Reserve, Betula Avenue and McKimmies Road
 - c) directional signage with house numbers for pedestrian access to lots facing the Reserve
 - d) signage indicating vehicular access for lots fronting the Reserve to be via Casalingo Boulevard
- (22) Prior to the issue of a Statement of Compliance for each stage, the relevant street blades for that stage must be erected in accordance with the approved plan to the satisfaction of the Responsible Authority.

STATEMENT OF COMPLIANCE WITH DEFERMENT OF ENGINEERING WORKS

- (23) Before the issue of a Statement of Compliance for any stage containing public works or by such later date as is approved by the responsible authority in writing, the applicant may seek, to the satisfaction of the Responsible Authority, the issue of the Statement of Compliance but with deferment of completion of specified civil construction works shown on the endorsed construction plans and all or part of landscape construction works shown on the endorsed plans, provided the following requirements have been met:

23.1 Civil Works

- a) all relevant referral authorities have consented to the issue of a Statement of Compliance,
- b) civil construction works have been completed except for the wearing course asphalt works, the landscaping component of the works and any other minor works as agreed with the responsible authority,
- c) an amount equivalent to 150% the agreed estimated cost of outstanding civil construction works will be required by the responsible authority as security deposit,
- d) a works program is provided setting out the proposed timing of all outstanding construction works,

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- e) a site safety plan that ensures continuous public safety measures are maintained until completion of the deferred works.

Upon completion of the deferred civil construction works the applicant must notify the responsible authority to enable its inspection. If the works have been completed to its satisfaction, the Responsible Authority must refund fully the security deposit.

23.2 Landscape Works

- a) An amount equivalent to 150% of the agreed estimated cost of outstanding streetscape / landscape construction plus an agreed amount for the maintenance works will be required by the Responsible Authority as security deposit.
- b) A works program is provided setting out the proposed timing of all outstanding landscape construction works. Works must commence within 12 months of issue of Statement of Compliance for the given stage of the subdivision and must be completed prior to occupancy of any new dwelling within the given stage.

Upon completion of the deferred landscaping construction works, the applicant must notify the Responsible Authority to enable its inspection. Subject to satisfactory completion of the deferred landscaping, a Certificate of Practical Completion for landscaping will be issued, triggering the commencement of the maintenance period. If the works have been completed to its satisfaction, the responsible authority must refund fully the security deposit.

FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING CERTIFICATE

- (24) Prior to the issue of a Statement of Compliance for any stage, the permit holder must provide a valid Foreign Resident Capital Gains Withholding Certificate and a current copy of Title for the entire land. The name on the Foreign Resident Capital Gains Withholding Certificate must match the name on Title.

CONDITIONS TO BE SATISFIED FOLLOWING CONSTRUCTION WORKS

COMMENCEMENT OF STREET TREE PLANTING AND LANDSCAPING WORKS

- (25) The developer must notify the Responsible Authority a minimum of 7 days prior to commencing street tree planting and landscaping so that surveillance of the works can be undertaken. At this time, the developer must provide written advice to Council from an independent and suitably qualified and experienced arborist confirming that the tree stock to be installed within the stage has been inspected

Date issued: 17 August 2023

Signature for the
Responsible Authority: *Digitally signed in SPEAR*

and is healthy, free of root girdling, fit for purpose and meets all standards and benchmarks contained within AS2303:2018 – Tree Stock for Landscape Use.

COMPLETION OF LANDSCAPE WORKS

- (26) Within 3 months of the commencement of the landscaping works or by such later date as is approved by the Responsible Authority in writing, the landscape works shown on the endorsed plans must be carried out and completed to the satisfaction of the Responsible Authority. Upon completion of the landscape construction works, the applicant must notify the Responsible Authority to enable its inspection. Subject to satisfactory completion of the landscaping in accordance with the endorsed plan, a Certificate of Practical Completion for landscaping will be issued, triggering the commencement of the maintenance period.

LANDSCAPE MAINTENANCE

- (27) All landscaping (except for grass in nature strips of streets abutting private property) shown on the approved stage landscape plans, must be maintained to the satisfaction of the responsible authority for a minimum period of 18 months ending on 31 May of the given year from the date of issue of a Certificate of Practical Completion of landscaping, including that any dead, diseased or damaged plants are to be replaced, bare areas of grass are re-established, mulched surfaces reinstated, damaged or faulty infrastructure repaired or replaced etc. Rectification works must not be deferred until the completion of the maintenance period.
- (28) To ensure all assets as identified in the approved stage landscape plans are retained in a safe and functional state and to prolong functional life of the asset, landscape works shall be maintained in accordance with Council’s Minimum Landscape Maintenance Specification of Services and Works (May 2010).
- (29) Upon the completion of maintenance of the street tree planting and landscaping works, the developer must notify the responsible authority to undertake an inspection prior to the issue of the Certificate of Final Completion.

AS CONSTRUCTED ENGINEERING PLANS

- (30) City of Whittlesea requires As Constructed data from consultants /Developers for newly built assets as per A-Spec (specifications to maintain Asset Registers). Asset information must be projected to GDA94 in digital format to include D-Spec (drainage data), R-Spec (road data) and O-Spec (open space data) as per “A-Spec” specifications.

Date issued: 17 August 2023

**Signature for the
Responsible Authority: *Digitally signed in SPEAR***

CIVIL WORKS

- (31) Before Council’s consent to Practical Completion, the following must be submitted to the satisfaction of the Responsible Authority:
- a) a complete set of 'as constructed plans' of site works (amended if necessary to show any changes that may have occurred during construction), which include Civil, electrical and telecommunication works, in digital file format AutoCAD (recent version) and PDF. The digital files must have a naming convention (Subdivision name_Stage) to enable identification of Council assets listed and should be projected to GDA94-MGA Zone 55.
 - b) a list of asset quantities which include the following Council assets:
 - i. total length of Roads, Footpath, Kerb and Channel,
 - ii. total number of Bridges, WSUD features, Traffic calming devices,
 - iii. total length of pipe and number of pits for Drainage and Telecommunications,
 - iv. total number of streetlights, and
 - v. Total number of road reserve assets.
 - c) asset information must include D-Spec (drainage data) and R-Spec (road data) as per “A-Spec” specifications (the Consultant/Developer Specifications for the delivery of digital data to Local Governments) in ESRI Shape Files (preferred format) or MapInfo with attributions. All GIS and CAD data submitted must be in Map Grid Australia Zone 55 projection and referenced to Geocentric Datum of Australia (GDA) 1994.

Please refer to website for detailed A-Spec Standards: <http://www.a-specstandards.com.au/>

Bonds will not be released until such time the drawings are delivered in the correct format to Council.

LANDSCAPE WORKS

- (32) Before Council’s consent to Practical Completion, the following must be submitted to the satisfaction of the Responsible Authority:
- a) Landscape Architectural Drawings in the following format:
 - i. One (1x) PDF images of “As-Constructed” plans,
 - ii. One (1x) DXF (preferred format) or DWG files (recent version) including attribution, at 1:1 scale, and
 - iii. All GIS data submitted must be in Map Grid Australia Zone 55 projection and referenced to Geocentric Datum of Australia (GDA) 1994. Height must be based on Australia Height Datum (AHD).

Date issued: 17 August 2023

Signature for the Responsible Authority: *Digitally signed in SPEAR*

- b) “As Constructed detail” of the works as digital data for the Open Space assets information component of the subdivision, in accordance with the current version of O-SPEC. The preferred format is:
 - i. GIS Format (refer to O-SPEC for further information). – ESRI Shape files (preferred format) with attributions.
 - ii. All GIS data submitted must be in Map Grid Australia Zone 55 projection and referenced to Geocentric Datum of Australia (GDA) 1994. Height must be based on Australian Height Datum (AHD).
 - iii. Referenced to existing PSM Survey marks where available.

Please refer to the following website for detailed O-Spec Standards:
<http://www.a-specstandards.com.au/o-spec>

Bonds will not be released until such time the drawings are delivered in the correct format to Council.

- (33) Prior to the issue of occupation of any dwellings, the house number must be clearly identified at the rear of each dwelling to the satisfaction of the Responsible Authority.
- (34) Prior to the occupation of any dwelling on the subject site, a letter box and house number shall be provided for each dwelling. Where dwelling access is via a shared pathway, letter boxes are to be located in groups at the nearest practicable junction of Common Property and the Public Road or Common Property and must be labelled with house numbers and relevant road name.
- (35) The development of all lots created by the subdivision hereby approved must meet all the conditions and requirements of Planning Permit No. 716834.
- (36) No topsoil must be removed from any land covered by this subdivision, without the written consent of the Responsible Authority.
- (37) All filling on the site shall be compacted to specifications approved by the Responsible Authority.

TIME LIMIT

- (38) This permit will expire if:
 - a) The plan of subdivision for the first stage is not certified within 2 years of the date of this permit; or
 - b) The plan of subdivision for any subsequent stage of the subdivision is not certified within 2 years of the date of the certification of the previous stage of the subdivision.

Date issued: 17 August 2023

Signature for the Responsible Authority: *Digitally signed in SPEAR*

- c) The registration of any stage of the subdivision is not completed within 5 years of the date of certification of the plans of subdivision.

The Responsible Authority may extend the time if a request is made in writing before the permit expires or within six months afterwards.

PERMIT NOTE

Infrastructure Protection

Should Statement of Compliance for the Subdivision be achieved prior to completion of the development as permitted by Planning Permit 716834 the site will remain a construction zone subject to the requirements of the approved Site Management Plan and a reinspection of the Public Assets will be undertaken by the Infrastructure Protection Unit upon completion of the development. All Public Assets will be required to be constructed/reinstated to the satisfaction of the Responsible Authority at that time.

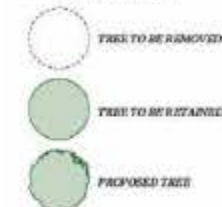
Date issued: 17 August 2023

**Signature for the
Responsible Authority: *Digitally signed in SPEAR***

PLN-41004

ENDORSED STAGING PLAN

TREE LEGEND



SITE AREA SCHEDULE

TOTAL SITE AREA	2.114ha
TOTAL DWELLING	107
VISITOR CARPARKING SPACE	22
BICYCLE	30

NOTE :

FOR ALL PAVING, LANDSCAPING, FENCING, RAINGARDEN, RETAINING WALL DETAILS, LOCATION AND SIZES, REFER TO LANDSCAPE ARCHITECTURE PLANS

ALL REAR & SIDE WINDOWS FACING POS ADJACENT PROPERTIES @ 1.5M HEIGHTS ABOVE FLOOR LEVEL ARE OPAQUE

BN NOTE :
REFER TO TYPICAL TOWN HOUSE FLOOR PLAN FOR BN STORAGE. BN LOCATION ANNOTATED ON MASTERPLAN IS SHOWN FOR COLLECTION PURPOSES ONLY

MAILBOX :
REFER TO DRAWING TP600 FOR MAILBOX DETAILS

ALL TRANSFER OF THE PARTS LAND IN ACCORDANCE WITH CONDITION 5

BEFORE OCCUPATION OF ANY DWELLING APPROVED UNDER THIS PERMIT THE FOLLOWING AREAS ARE TRANSFERRED TO COUNCIL:

A). THE DRAINAGE EASEMENT ALONG THE NORTHERN SIDE (THAT IS DELINEATED AS A DRAINAGE RESERVE ON PS 304391N).

B). THE STRIP OF LAND ALONG AND WITHIN THE SOUTHERN BOUNDARY THAT IS ZONED ROAD ZONE CATEGORY 2.

C). THE STRIP OF LAND ALONG AND WITHIN THE BETULA AVENUE FRONTAGE, WITHIN WHICH PART OF THE BETULA AVENUE SHOULDER HAS BEEN CONSTRUCTED.

D). A SPILL AT THE SOUTH-WESTERN CORNER OF THE SITE.



Rev	Date	By	Chk	Description
A	04/04/21	ARM	DO	PLANNING ALIGNMENT

DKO Architecture (Vic.) Pty Ltd
Suite 2/122 New Quay Promenade
Dundee, VIC 3088
T +61 3 8601 6000
info@dko.com.au
www.dko.com.au
ABN: 64422791006

DKO

Project Name
Project Address
Client
Reason Group

Project Number
Drawing Name
Scale
Date
Drawing Number
Revision

1060
Masterplan - Staging Plan
1:400
04/05/2021
TP 03A
A

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

880820

APPLICANT'S NAME & ADDRESS

TISHER LINER FC LAW C/- INFOTRACK (AFFINITY) C/-
LANDATA
MELBOURNE

VENDOR

THE BELMONT COLLECTION LO PTY
LTD

PURCHASER

N/A, N/A

REFERENCE

448410

This certificate is issued for:

LOT 2 PLAN PS329278 ALSO KNOWN AS 328 - 338 MCKIMMIES ROAD MILL PARK
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a RESIDENTIAL GROWTH ZONE - SCHEDULE 1
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3
- and a SPECIAL BUILDING OVERLAY
- and abuts a TRANSPORT ZONE 3 - SIGNIFICANT MUNICIPAL ROAD

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/whittlesea>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:
<http://vhd.heritage.vic.gov.au/>

13 October 2022

Ms. Lizzie Blandthorn MP
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.

LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

Date of issue
17/10/2022

Assessment No.
394270

Certificate No.
146511

Your reference
66587554-020-6

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2023

Property location: 328-338 McKimmies Road MILL PARK 3082

Description: LOT: 2 PS: 329278T

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2022	1 July 2022	\$12,500,000	\$12,500,000	\$625,000

The Net Annual Value is used for rating purposes. The Capital Improved Value is used for fire levy purposes.

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2022 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 01/07/2022	\$28,982.92	
Fire services charge (Res) levied on 01/07/2022	\$117.00	
Fire services levy (Res) levied on 01/07/2022	\$662.50	
Arrears to 30/06/2022	\$108,718.25	
Interest to 17/10/2022	\$0.00	
Other adjustments	-\$0.02	
Less Concessions	\$0.00	
Sustainable land management rebate	\$0.00	
Payments	-\$108,828.74	
Balance of rates & charges due:		\$29,651.91

Property debts

Other debtor amounts	\$0.00
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Special rates & charges

nil

Total rates, charges and other monies due	\$29,651.91
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Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2288.

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

National Relay Service: 133 677 (ask for 9217 2170)

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

ABN 72 431 091 058

whittlesea.vic.gov.au

2. Outstanding or potential liability / sub-divisional requirement:

There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

3. Notices and orders:

The following notices and orders on the land have continuing application under the *Local Government Act 2020*, *Local Government Act 1989* or under a local law of the Council:

No Orders applicable.

4. Specified flood level:

There is no specified flood level within the meaning of Regulation 802(2) of the Building Regulations 2006.

5. Special notes:

The purchaser must pay all rates and charges outstanding, immediately upon settlement. Payments shown on this certificate are subject to clearance by the bank.

Interest penalty on late payments

Overdue amounts will be charged penalty interest as fixed under the *Penalty Interest Rates Act 1983*. It will be applied after the due date of an instalment. For lump sum payers intending to pay by 15 February, interest penalty will be applied after the due date of the lump sum, but calculated on each of the instalment amounts that are overdue from the day after their due dates. In all cases interest penalty will continue to accrue until all amounts are paid in full.

6. Other information:

Public Highway Declaration of Road.

Pursuant to section 204(1) of the Local Government act 1989 (Act), the Whittlesea City Council at its ordinary Meeting on 27 May 2014, resolved to declare a road, being part of the land contained in Certificate of Title Volumn 10162 Folio 392, known as 328-338 McKimmies Road Mill Park, to be a public highway for the purposes of the Act.



Authorising Officer

This property may be subject to a supplementary valuation.

A fire hazard removal notice could be issued against this property. Please check with the Council on the date of settlement.

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the *Local Government Act 2020*, the *Local Government Act 1989*, the *Local Government Act 1958* or under a local law of the Council.

This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 394270



Phone 1300 301 185
Ref 394270



Billers Code **5157**
Ref 394270

13th October 2022

Tisher Liner FC Law C/- InfoTrack (Affinity) C/-
LANDATA

Dear Tisher Liner FC Law C/- InfoTrack (Affinity) C/- ,

RE: Application for Water Information Statement

Property Address:	328-338 MCKIMMIES ROAD MILL PARK 3082
Applicant	Tisher Liner FC Law C/- InfoTrack (Affinity) C/- LANDATA
Information Statement	30728527
Conveyancing Account Number	7959580000
Your Reference	448410

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 Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Conditions of Connection and Consent
- 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
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	328-338 MCKIMMIES ROAD MILL PARK 3082
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Consent has been previously given to an owner of the property to erect a structure over the sewer and/or easement. This consent binds the owner(s) of the land and successors in title.

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Property Information Statement

Property Address	328-338 MCKIMMIES ROAD MILL PARK 3082
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

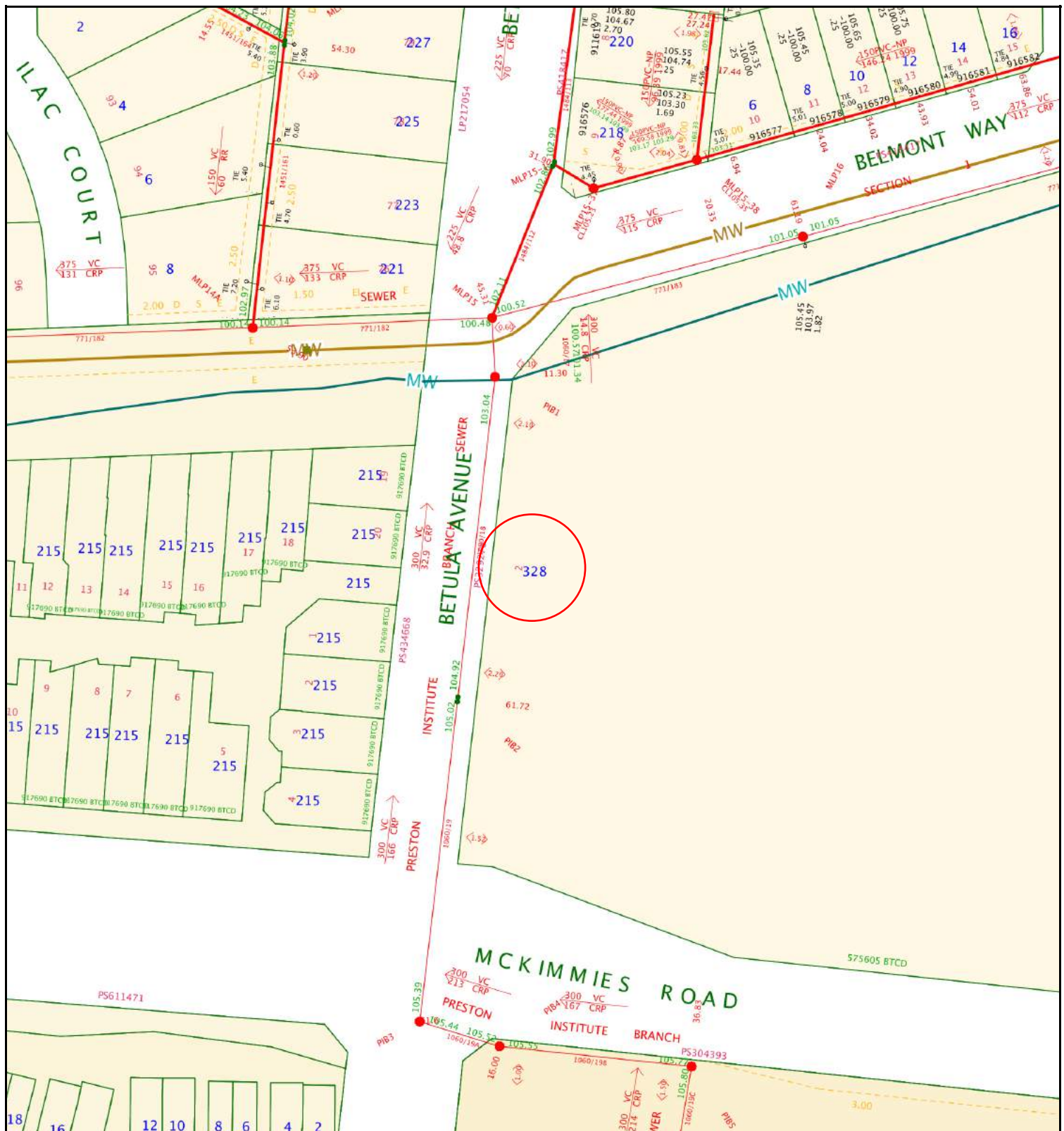
The Mill Park Drain (4527) is located in the vicinity of the property. For further information contact Melbourne Water on 9679 7517.

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground drain/open drain, this property will be affected by overland flows. The estimated flood level for this property that has a probability of 1% in any one year is RL106.9 metres to Australian Height Datum (AHD). A licensed surveyor should be engaged to determine the exact effect of the applicable flood level on the property. For any further information contact Melbourne Water on 9679 7517

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: 30728527**

Address	328-338 MCKIMMIES ROAD MILL PARK 3082
Date	13/10/2022
Scale	1:1000



Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	Sewer Offset		MW Drainage Natural Waterway	
Abandoned Sewer	Sewer Branch			

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;

12th August 2021

Application ID: 510211

CONDITIONS OF CONNECTION

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

Approval Detail

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Sewer Connection	575605

Service Request Number: 7589352

Multiple Lots

Number of Lots	1
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Conditions of Connection Details

GENERAL

In these conditions the terms,

- (a) 'You' and 'Your' refer to the owner of a property connected (or about to be connected) to Yarra Valley Water assets
- (b) 'We', 'Us' and 'Our' refer to Yarra Valley Water.

Section 145 of the Water Act 1989 details the legislative rights and responsibilities of both the applicant and Yarra Valley Water in relation to connection, alteration or removal and discharging to the works of Yarra Valley Water. These Conditions of Connection set out the terms and conditions to be satisfied for connecting a property to sewer, potable and recycled water.

These conditions are binding on successor-in-title of the person who applied for that consent, under section 145 of the Water Act 1989. If you are not the owner of the property, please provide a copy of this letter to the owner.

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.

It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:

- Plumbing Regulations 1998 (Vic);
 - Water Industry Regulations 2006 (Vic);
 - Building Act 1993 (Vic);
 - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

It is the responsibility of the person performing any excavation in a road reserve to obtain a Road Opening Permit from the relevant Authority before any excavation work commences. All traffic management requirements contained in the permit must be complied with.

SEWER

A new sewer branch or minor sewer works is required for this development. The sewer branch or minor sewer works must be undertaken by one of Yarra Valley Water's approved live sewer contractors.

For further detail please call 1300 651 511.

Where work is required in adjoining properties the applicant must:

1. Give reasonable notice and negotiate access with the respective owners well before any work commences & provide written confirmation to the live sewer contractor verifying access is granted and
2. Restore the property to its former condition in the area where work was performed.

The inspection shaft (27A) must be extended to surface. It must be fitted with an approved screw cap located below an appropriate cover for vehicle loading where required. In driveways and paved areas set the cover flush with the concrete/paving.

Any unused branches at the site must be cut and sealed.

Sewer connection must be into a maintenance structure as stated in WSA 02—2014-3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4.

If connection is planned to an existing maintenance structure an inspection will be required to determine the suitability of its use with regards to access and structural integrity. Any structural defects which the Developer believes will preclude connection must be immediately reported to Yarra Valley Water for rectification.

If connection to the maintenance structure is not possible because of other physical constraints, including but not limited to the arrangement of ladders and/or other existing connections, the applicant will have to fully fund construction of a new maintenance structure which will need to be constructed on the existing sewer.

Inspection of an existing maintenance structure and / or construction of a new maintenance structure can be arranged by one of Yarra Valley Water's approved live sewer contractors.

For the construction of a new sewer branch from an existing sewer main please ensure your selected location for the new sewer branch is able to adequately control the entire site via gravity. If the new sewer branch is unable to service the development via gravity connection additional fees and works will apply.

AMENDMENTS

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made.

We may also amend these conditions from time to time if we consider that it is necessary to:

- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services; or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

INDEMNITY

You must indemnify Yarra Valley Water against:

- all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
- all proceedings, prosecutions or demands brought or made against us by anyone, as a result of you failing to perform any of our obligations under these conditions, except to the extent that the failure has been caused by our negligence.

You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of Yarra Valley Water amending these conditions.

You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- inspecting our assets or works to see if such damage has been caused.

2nd July 2021

Application ID: 503833

CONDITIONS OF CONSENT

The following conditions are subject to Sections 136, 268, 269 and 270 of the Water Act 1989 covering conditions of subdivision, new connections and contributions for works.

CONDITIONS RELATING TO NEW CONNECTIONS / COMPLETION OF WORKS / ISSUE OF CONSENT

All developments within our licensed area are subject to the payment of New Customer Contributions as set by the Essential Services Commission. These contributions are necessary as the development work you will be completing places increased demand on our hydraulic services. These funds are then used to further develop the network to meet the needs of the growing urban community. The fees for your development are detailed in the invoice/statement. Further details can be found by visiting the Essential Services Commission website at www.esc.vic.gov.au.

NOTE: These fees are for the creation of additional lots only and do not include any other works or products which may be required as a result of the development being carried out.

As this is a works only application and the applicant is not connecting any new properties to Yarra Valley Water assets, the applicant has the option to defer paying NCC's past the 90 day due date. In this case NCC charges will be calculated based on the rate as at the date of payment and a revised statement issued. Where the application includes a property connection to Yarra Valley Water water and sewer assets, all fees and charges must be paid within 90 days else the application will lapse.

This development requires assets to be constructed. The applicant must enter into a Development Deed with Yarra Valley Water. It is a requirement of the Deed that the applicant engage only Accredited Consultants and Accredited Contractors to complete the design and construction work. A list of Accredited Consultants and Accredited Contractors can be obtained from www.yvw.com.au/help-advice/develop-build/consultants/accredited-consultants-and-contractors

Water connection is dependent on a water main being constructed under a Development Deed. Bookings for the installation of water meters can only be requested after the execution of the Development Deed and connection to the water main can only occur after Yarra Valley Water has issued an acceptance of works certificate.

SUBDIVISIONAL CONDITIONS

Easements must be created over any existing or proposed Yarra Valley Water assets. Your surveyor will need to ensure that these easements are included on any plan of subdivision.

Yarra Valley Water will be unable to give consent to council to issue a Statement of Compliance until fees have been paid and all other conditions have been met.

Tisher Liner FC Law C/- InfoTrack (Affinity) C/-
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

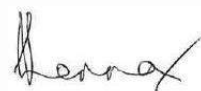
Account No: 9712824536
Rate Certificate No: 30728527

Date of Issue: 13/10/2022
Your Ref: 448410

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
328-338 MCKIMMIES RD, MILL PARK VIC 3082	2\PS329278	1532484	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2022 to 31-12-2022	\$19.90	\$19.90
Residential Water Usage Charge Step 1 – 1.000000kL x \$2.47490000 = \$1.28 Step 1 – 0.000000kL x \$2.48510000 = \$1.20 Estimated Average Daily Usage \$0.03	16-05-2022 to 11-08-2022	\$2.48	\$0.00
Residential Sewer Service Charge	01-10-2022 to 31-12-2022	\$113.69	\$113.69
Residential Sewer Usage Charge 1.000000kL x 0.987234 = 0.987234 x 0.900000 = 0.459575 x \$1.14260000 = \$0.53 1.000000kL x 0.987234 = 0.987234 x 0.900000 = 0.428936 x \$1.15400000 = \$0.49 Estimated Average Daily Usage \$0.01	16-05-2022 to 11-08-2022	\$1.02	\$0.00
Parks Fee	01-07-2022 to 30-06-2023	\$349.92	\$0.00
Drainage Fee	01-10-2022 to 31-12-2022	\$27.65	\$27.65
Metered Fire Service Charge	01-10-2022 to 31-12-2022	\$10.98	\$10.98
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
Balance Brought Forward			-\$50.00 cr
Total for This Property			\$122.22
Total Due			\$122.22



GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.

2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. 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 01/10/2022, Residential Water Usage is billed using the following step pricing system: 244.51 cents per kilolitre for the first 44 kilolitres; 312.53 cents per kilolitre for 44-88 kilolitres and 463.00 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2022, Residential Recycled Water Usage is billed 184.89 cents per kilolitre
9. From 01/07/2022, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
10. From 01/07/2022, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 1532484

Address: 328-338 MCKIMMIES RD, MILL PARK VIC 3082

Water Information Statement Number: 30728527

HOW TO PAY



Biller Code: 314567
Ref: 97128245369

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate
Taxation Administration Act 1997



INFOTRACK / TISHER LINER FC LAW

Your Reference:	210229
Certificate No:	57895775
Issue Date:	14 OCT 2022
Enquiries:	MXC15

Land Address: 328 -338 MCKIMMIES ROAD MILL PARK VIC 3082

Land Id	Lot	Plan	Volume	Folio	Tax Payable
24937873	2	329278	10162	392	\$0.00

Vendor: THE BELMONT COLLECTION LO PTY LTD
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
BUNDOORA PARK ESTATE HOLDING U	2022	\$14,500,000	\$321,225.00	\$0.00	\$0.00

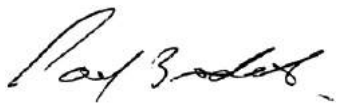
Comments: Land Tax of \$321,225.00 has been assessed for 2022, an amount of \$321,225.00 has been paid.

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$14,500,000
SITE VALUE:	\$14,500,000
AMOUNT PAYABLE:	\$0.00



Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 57895775

Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
7. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax \$321,225.00

Taxable Value \$14,500,000

Calculated as \$27,975 plus (\$14,500,000 - \$3,000,000)
multiplied by 2.550 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 57895775

Telephone & Internet Banking - BPAY

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 57895775

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/paylandtax



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Tisher Liner FC Law C/- InfoTrack (Affinity)
475-495 Victoria Avenue
CHATSWOOD 2067
AUSTRALIA

Client Reference: 448410

NO PROPOSALS. As at the 13th October 2022, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

328-338 MCKIMMIES ROAD, MILL PARK 3082
CITY OF WHITTLESEA

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

Date of issue: 13th October 2022

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 66587554 - 66587554200453 '448410'

Enquiries: 9217 2259

Your Ref: 66587554-022-0, 66587554-023-7

4 November 2022

Landata

**BUILDING REGULATION 51 1 (a) (b) (c) and
51 2 (a) (b) (c) (d) (e) PROPERTY INFORMATION
328 – 338 (Lot 2) McKimmies Road, Mill Park**

Further to your application for property information for the above address I write to advise the following:

Regulation 51 1 (a)*

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
BS-14142/3643004904148	8/7/2021	Demolition of existing buildings	No

Regulation 51 1 (b) (c)*

Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations **Not Applicable**

Details of any current notice or order issued by the relevant building surveyor under the Act **No**

Please refer attached details where applicable.

Regulation 51 2 (a) (b) (c) (d) (e)**

Flood Prone Area **No**
 Termite Prone Area **No**
 A BAL has been specified in a Planning Scheme..... **No**
 Alpine Snowfall Prone Area..... **No**
 Designated Land or Works..... **Yes – see attached**
 Is an Infrastructure Levy applicable? **No**

If Yes –Please check [Council's website](#) for current applicable rate and payment methods

*This information relates only to the structures itemised. It does not mean that there are no illegal or non-complying structures to be found on this allotment. Prospective owners are advised accordingly. Information older than ten (10) years, or details of building inspection approval dates, may be obtained from Council if necessary for an additional fee. Please contact Building Services on 9217 2259 if you wish to take advantage of this service. Council is not responsible for the validity or accuracy of any information provided by private building surveying firms as may be noted above. Please contact any private permit provider as noted accordingly (where applicable) to address any concerns you may have.

**In accordance with the Building regulations, Council no longer designates “bushfire prone areas”. This function is now the responsibility of The Minister for Planning who has declared portions of the Municipality as designated bushfire prone areas. This mapping is available via www.planning.vic.gov.au. The severity of bushfire attack can be determined by a Bushfire Attack Level Assessment (BAL).

Council Offices

25 Ferres Boulevard
South Morang VIC 3752

Locked Bag 1
Bundoora MDC VIC 3083

ABN 72 431 091 058

Tel 03 9217 2170

Fax 03 9217 2111

TTY 133 677 (ask for 9217 2170)

Email info@whittlesea.vic.gov.au

www.whittlesea.vic.gov.au

Free Telephone Interpreter Service

عربي	9679 9871	Hrvatski	9679 9872
廣東話	9679 9857	Ελληνικά	9679 9873
Italiano	9679 9874	Türkçe	9679 9877
Македонски	9679 9875	Việt-ngữ	9679 9878
普通话	9679 9876	Other	9679 9879

Australian Height Datum details relating to any flood areas determined under the Water Act 1989 may be obtained by contacting Melbourne Water on 131722.

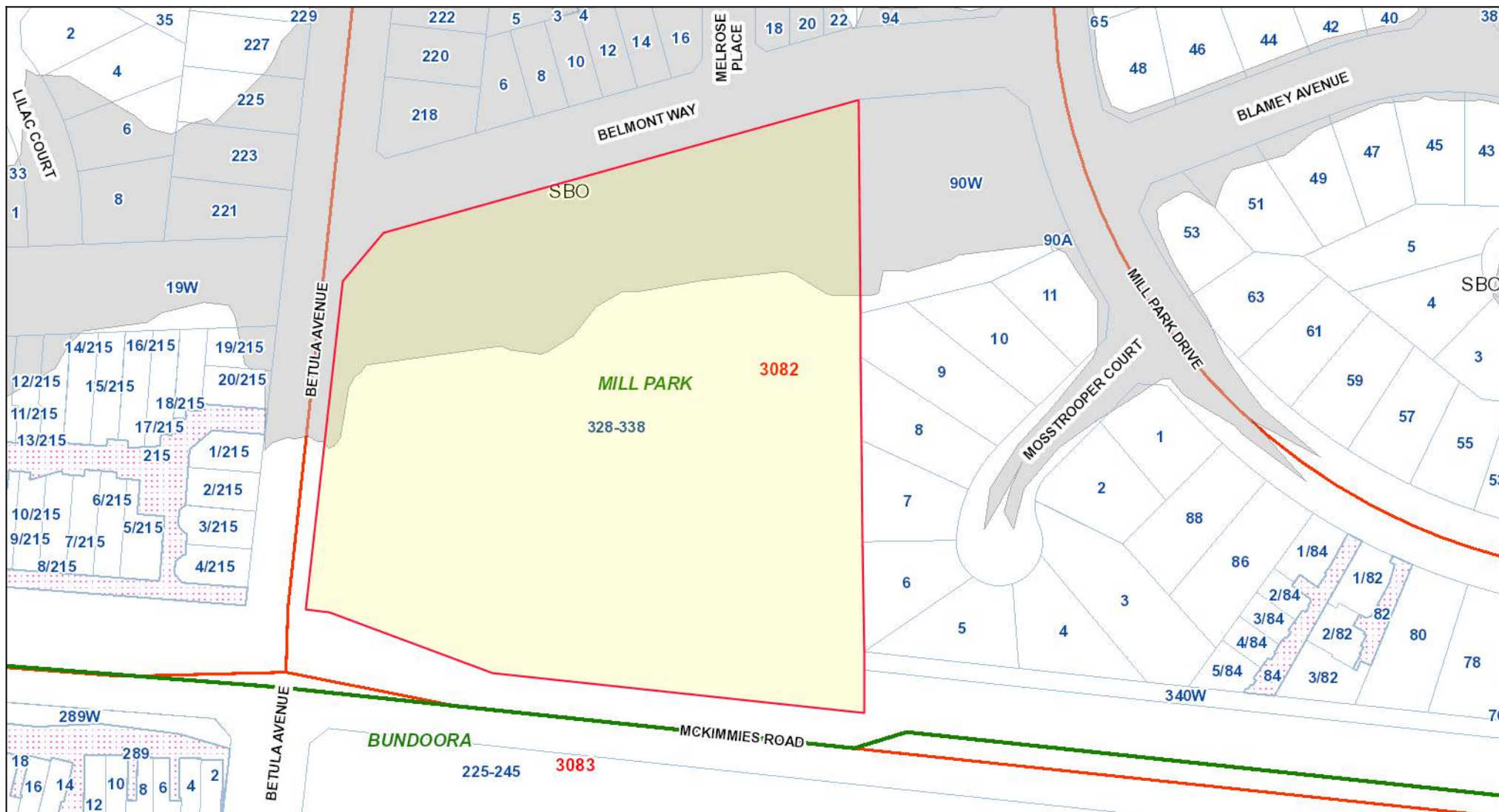
NOTE: *Point of Discharge Information is provided by the Engineering and Transportation Department, if you would like to check the status of your point of discharge information please email Engineering.Services@whittlesea.vic.gov.au or call 9217 2006.*

Yours sincerely

A handwritten signature in blue ink, appearing to read 'Leo Parente', is positioned above the printed name.

LEO PARENTE
MUNICIPAL BUILDING SURVEYOR

328 - 338 McKimmies Road, Mill Park



Designated Land or works

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 25 October 2022 01:50 PM

PROPERTY DETAILS

Address: **328-338 MCKIMMIES ROAD MILL PARK 3082**
Lot and Plan Number: **Lot 2 PS329278**
Standard Parcel Identifier (SPI): **2\PS329278**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **394270**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 9 J7**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Yarra Valley Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **BUNDOORA**

OTHER

Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[RESIDENTIAL GROWTH ZONE \(RGZ\)](#)

[RESIDENTIAL GROWTH ZONE - SCHEDULE 1 \(RGZ1\)](#)

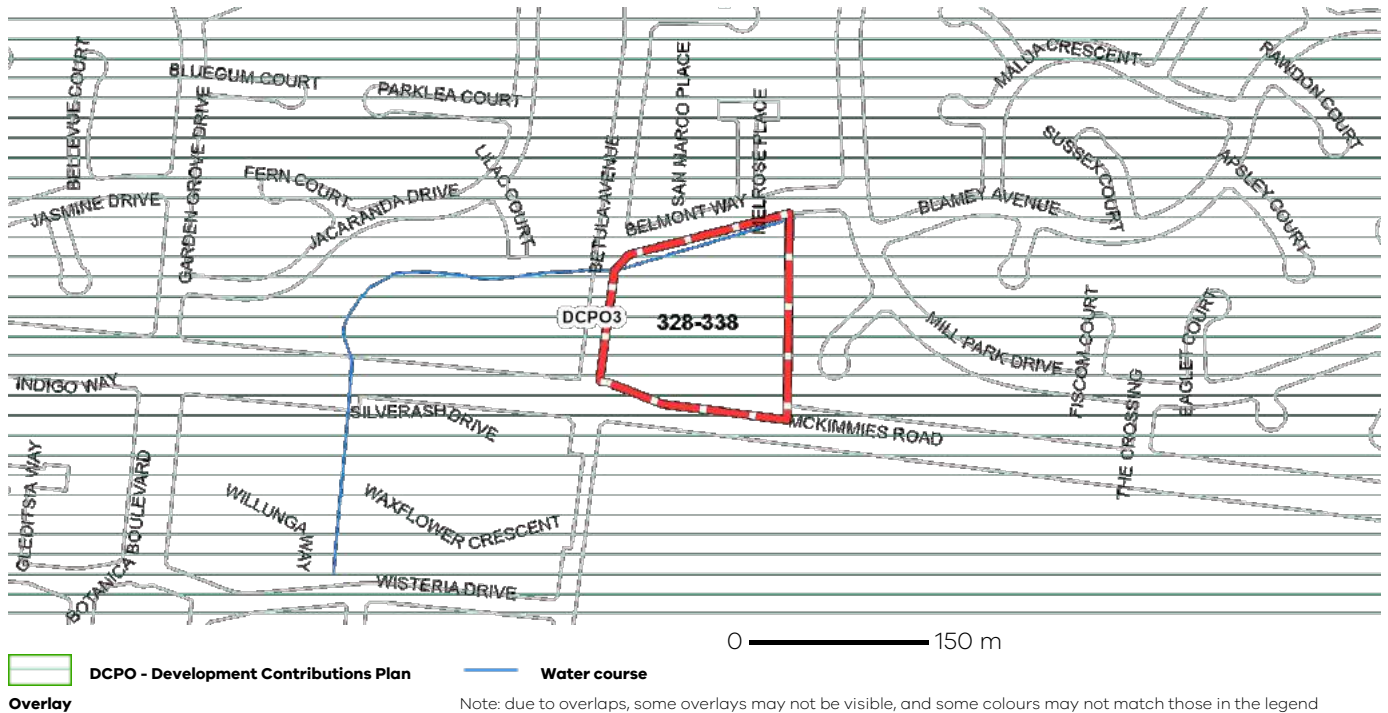


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

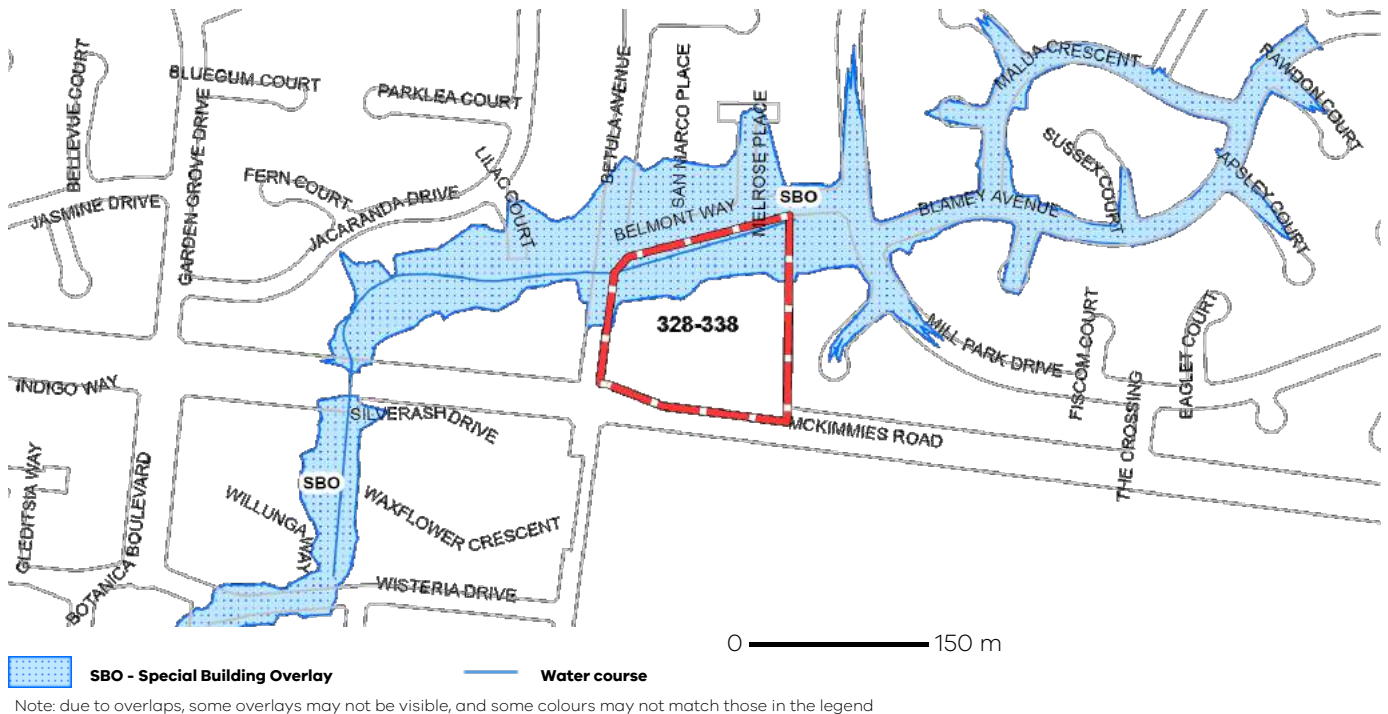
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 (DCPO3)



SPECIAL BUILDING OVERLAY (SBO)

SPECIAL BUILDING OVERLAY SCHEDULE (SBO)

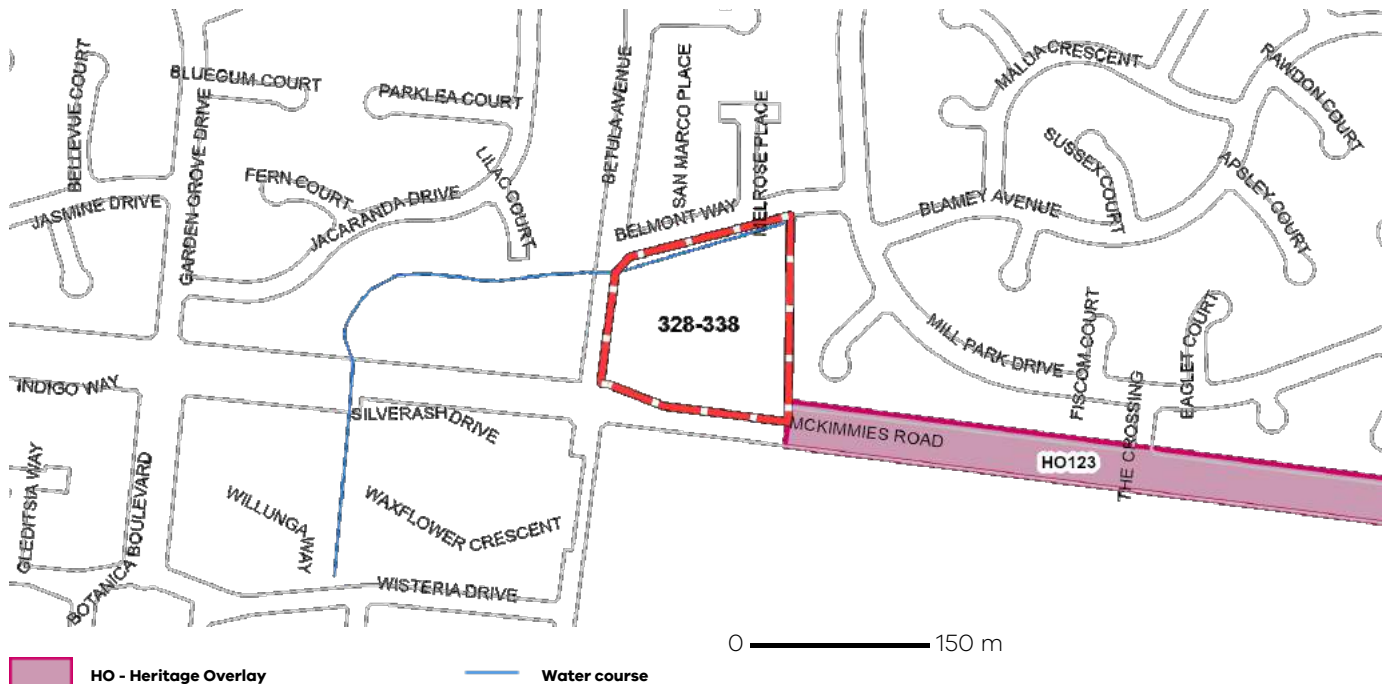


Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)



Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Further Planning Information

Planning scheme data last updated on 19 October 2022.

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 and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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 <https://mapshare.maps.vic.gov.au/vicplan>

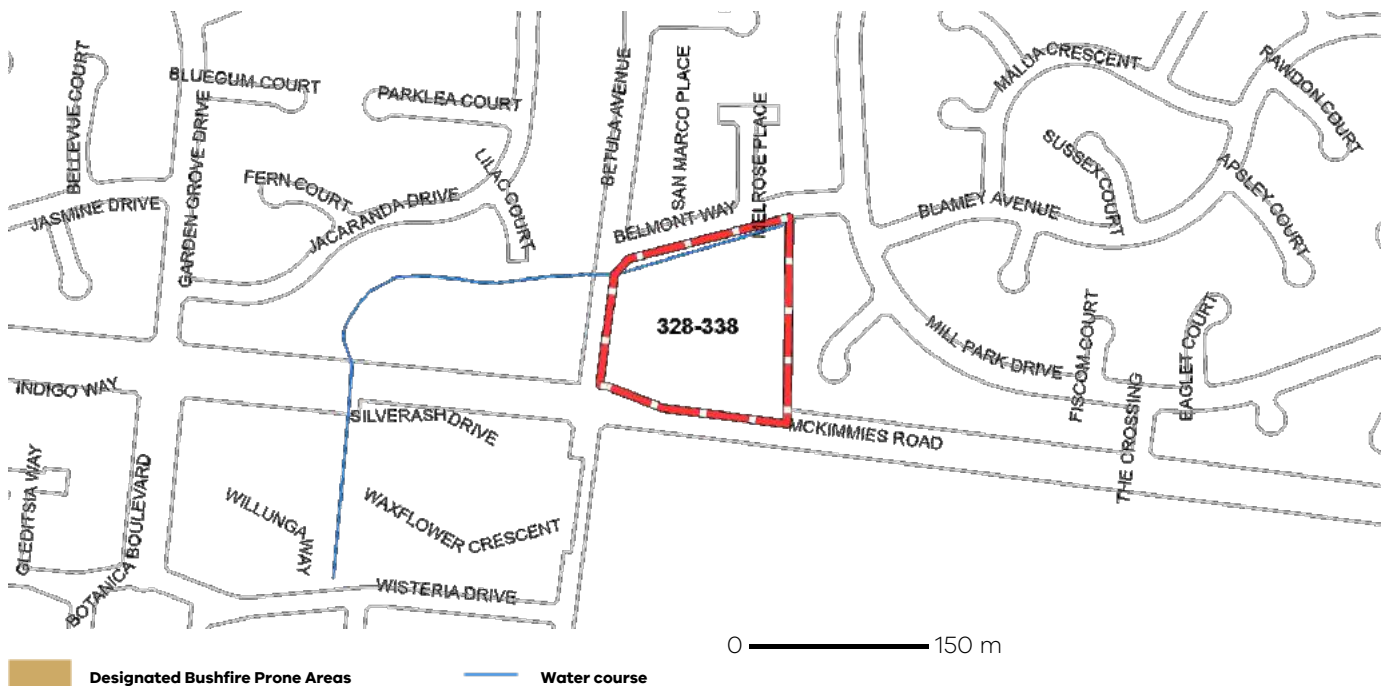
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/> or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](https://www.environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](https://www.environment.vic.gov.au)

Extract of EPA Priority Site Register

Page 1 of 2

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

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 328-338 MCKIMMIES ROAD

SUBURB: MILL PARK

MUNICIPALITY: WHITTLESEA

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 9 Reference J7
Melways 40th Edition, Street Directory, Map 9 Reference J6
Melways 40th Edition, Street Directory, Map 9 Reference K7
Melways 40th Edition, Street Directory, Map 9 Reference K6

DATE OF SEARCH: 13th October 2022

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

Priority Sites are sites for which EPA has issued a:

- Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970
- Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970
- Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017
- Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017
- Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017
- Prohibition Notices (related to land and groundwater) pursuant to Section 272 of the Environment Protection Act 2017 on the occupier or controller of the site to require active management of these sites, or where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means. Sites are removed from the Priority Sites Register once all conditions of a Notice have been complied with.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Council and other planning authorities hold information about previous land uses, and it is advisable that such sources of information should also be

[Extract of Priority Sites Register] # 66587554 - 66587554200453
'448410'



Extract of EPA Priority Site Register

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

consulted.

The Environment Protection Authority does not warrant the accuracy or completeness of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information. Users of this site accept all risks and responsibilities for losses, damages, costs and other consequences resulting directly or indirectly from use of this site and information from it. To the maximum permitted by law, the EPA excludes all liability to any person directly or indirectly from using this site and information from it.

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 through the contact centre (details below). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

Environment Protection Authority Victoria
200 Victoria Street
Carlton VIC 3053
1300 EPA VIC (1300 372 842)



CERTIFICATE

Pursuant to Section 58 of the *Heritage Act* 2017

**Tisher Liner FC Law C/- InfoTrack (Affinity)
475-495 Victoria Avenue
CHATSWOOD 2067**

**CERTIFICATE NO:
66587554**

**PROPERTY ADDRESS:
328-338 MCKIMMIES ROAD
MILL PARK**

**PARCEL DESCRIPTION:
Lot 2 PS329278T**

1. The place or object is not included in the Heritage Register.
2. The place is not in a World Heritage Environs Area.
3. The place or object is not subject to an interim protection order.
4. A nomination has not been made for inclusion of the place or object in the Heritage Register.
5. The place or object is not being considered for inclusion in the Heritage Register.
6. The site is not included in the Heritage Inventory.
7. A repair order is not in force in respect of the place or object.
8. There is not an order of the Supreme Court under Division 3 of Part 10 in force in respect of the place or object.
9. There is not a Governor in Council declaration made under section 227 in force against the owner of the place or object.
10. There is not a court order made under section 229 in force against a person in respect of the place or object.
11. There are no current proceedings for a contravention of this Act in respect of the place or object.
12. There has not been a rectification order issued in respect of the place or object.



CERTIFICATE

Pursuant to Section 58 of the *Heritage Act* 2017

Executive Director

DATED: 13/10/2022

Note: This Certificate is valid at the date of issue.