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**CONTRACT OF SALE OF REAL ESTATE**

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**Property: Lot 5, 4 Weddel Court, Laverton North, 3026**

Frenkel Partners  
Lawyers  
Level 20, 181 William Street  
Melbourne 3000

Tel: 03 9622 0999  
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Fax: 03 9622 0988  
Ref: JKM: MTF: WP##INV-0811020

# CONTRACT OF SALE OF REAL ESTATE PARTICULARS OF SALE

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

The vendor sells and the purchaser buys the property, being the land and the goods, for the price and on the conditions set out in this contract.

The terms of this contract are contained in the:

- \* Particulars of sale;
- \* Special conditions, if any ;
- \* General conditions; and
- \* Vendor's Statement

and in that order of priority.

The Vendor's Statement required by section 32(1) of the Sale of Land Act 1962 is attached to and forms part of this contract. The parties should ensure that when they sign the contract they receive a copy of the Vendor's Statement, the general conditions and any special conditions.

## SIGNING OF THIS CONTRACT

The authority of a person signing:

- under power of attorney; or
  - as director of a corporation; or
  - as agent authorised in writing by one of the parties
- must be noted beneath the signature.

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

- \*Form 1 (Contract of Sale of Real Estate — Particulars of Sale);
- \*Special Conditions, if any;
- \*Form 2 (Contract of Sale of Real Estate — General Conditions);
- \*Vendor's Statement.

**SIGNED BY THE PURCHASER** ..... on ...../...../2010

print name of person signing .....  
state nature of authority if applicable .....  
(e.g. 'director', 'attorney under power of attorney') .....

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

**SIGNED BY THE VENDOR** ..... on ...../...../2010

print name of person signing .....  
state nature of authority if applicable .....  
(e.g. 'director', 'attorney under power of attorney') .....

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

## IMPORTANT NOTICE TO PURCHASERS

### Cooling-off period

Section 31 Sale of Land Act 1962

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you. You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision. You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

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

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction;
- you received independent advice from a legal practitioner before signing the contract;
- the property is used mainly for industrial or commercial purposes;
- the property is more than 20 hectares in size and is used mainly for farming;
- you and the vendor previously signed a similar contract for the same property; or
- you are an estate agent or a corporate body.

**PARTICULARS OF SALE**

**Vendor's Estate Agent:**

ABN

of

Tel:

Fax:

Email:

Ref:

**Vendor:**

**WP INVESTMENT MANAGEMENT PTY LTD (ACN 123 057 107)**  
2/737 Burwood Road, Hawthorn, 3122

**Vendor's Legal Practitioner or Conveyancer:**

**FRENKEL PARTNERS**

of Level 20, 181 William Street Melbourne 3000  
DX 30869 STOCK EXCHANGE VIC, VICTORIA  
Tel: 03 9622 0999 Fax: 03 9622 0988 Ref: JKM: MTF: 0811020

**Purchaser:**

**Purchaser's Legal Practitioner or Conveyancer:**

of

**Property Address:**

**Lot 5, 4 Weddel Court, Laverton North, 3026**

**Land:**

The land is described -

- in the attached copy titles
  - and plans
  - as
- and includes all improvements and fixtures

**Goods:** (list or attach schedule):

Nil

<b>Payment</b>	<b>Price</b>	<b>\$</b>			
	<b>Deposit</b>	<b>\$</b>		by	(of which \$
	<b>Balance</b>	<b>\$</b>		paid)	has been
				payable at settlement	

**GST** (refer to general condition 13)

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

**Plus GST**

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

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

**PARTICULARS OF SALE** continued

**Settlement**

is due on

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the above date or 14 days after the vendor gives notice to the purchaser of registration of the plan, whichever is the later.

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

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

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

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

**Encumbrances**

This sale is NOT subject to an existing mortgage unless the words '**subject to existing mortgage**' appear in this box:

If the sale is '**subject to existing mortgage**' then particulars of the mortgage are :

**Special Conditions**

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

**Loan** (refer to general condition 14)

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

Lender:

Loan amount                      \$

Approval date:

# CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

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

### TITLE

#### 1. Encumbrances

- 1.1 The purchaser buys the property subject to:
  - (a) any encumbrance shown in the Vendor's Statement other than mortgages or caveats; and
  - (b) any reservations in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 If the particulars of sale provide that the purchaser is taking over an existing mortgage:
  - (a) the purchaser assumes liability for the mortgage; and
  - (b) the price is satisfied to the extent of any mortgage money owing at settlement; and
  - (c) the vendor must treat any payment made by the purchaser under the mortgage as a payment made to the vendor under this contract.

#### 2. Vendor warranties

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

#### 3. Identity of the land

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

#### **4. Services**

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

#### **5. Consents**

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

#### **6. Transfer**

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

#### **7. Release of company charge**

The vendor must provide at settlement a release of the property from any registered charge lodged under the Corporations Act 2001 (Cth) if requested in writing to do so at least 21 days before settlement. This obligation does not apply if the chargee is the proprietor of a registered mortgage over the land. The vendor must pay the registration fee if either party requires registration of that release.

#### **8. Builder warranty insurance**

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

#### **9. General law land**

- 9.1 This condition only applies if any part of the land is not under the operation of the Transfer of Land Act 1958.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the Transfer of Land Act 1958, as if the reference to 'registered proprietor' is a reference to 'owner'.

### **MONEY**

#### **10. Settlement**

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

## 11. Payment

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

## 12. Stakeholding

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

## 13. GST

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

- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means A New Tax System (Goods and Services Tax) Act 1999 (Cth); and
  - (b) 'GST' includes penalties and interest.

**14. Loan**

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

**15. Adjustments**

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

## **TRANSACTIONAL**

**16. Time**

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

**17. Service**

- 17.1 Any document sent by post is taken to have been served on the next business day after posting, unless proved otherwise.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents.

**18. Nominee**

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

**19. Liability of signatory**

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

**20. Guarantee**

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

**21. Notices**

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

**22. Inspection**

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

**23. Terms contract**

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

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 6(1) and 6(2) of the **Sale of Land Act 1962**; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

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

**24. Loss or damage before settlement**

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

**25. Breach**

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

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

**DEFAULT**

**26. Interest**

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

**27. Default notice**

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

**28. Default not remedied**

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

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**SPECIAL CONDITIONS**

## SPECIAL CONDITIONS

### 1. DEFINITIONS

In this Contract:

**“Act”** means the *Retail Leases Act 2003 (Vic)*, and related laws;

**“Authority”** means any municipality, authority or person exercising any powers or functions under any applicable laws or legal requirements;

**“Building”** means any building constructed on the Land;

**“Business Day”** means any day on which banks are open for business in Melbourne, Victoria;

**“Contamination”** includes any solid, liquid, gas, radiation or substance which makes or may make the condition of the Land or groundwater beneath or part of the surrounding environment:

- (1) unsafe, unfit or harmful for habitation by persons or animals; or
- (2) such that it does not satisfy the contamination criteria or standards published or adopted by the Environmental Protection Authority from time to time; or
- (3) unfit for any use permitted under the planning scheme as amended from time to time;

**“Environmental Law”** means a law regulating or otherwise relating to the environment current at the date of this contract including any law relating to land use, planning, pollution of air or water, soil or groundwater contamination, chemicals, waste, use of dangerous goods or to any other aspect of protection of the environment or a person or property;

**“GST”** means GST within the meaning of the GST Act;

**“GST Act”** means *A New Tax System (Goods and Services Tax) Act 1999*, and related laws;

**“Guarantee”** means a deed of guarantee and indemnity in the form of Annexure A;

**“Outgoings”** means all outgoings in relation to the Property whether recoverable from the Tenant or not, including, without limitation:

- (1) all rates, taxes, assessments, fire insurance premiums and land tax;  
and
- (2) all variable outgoings and statutory outgoings;

**“Registered”** and **“Required to be Registered”** have the same meanings as is given to those words in the GST Act;

**“Tax Invoice”** means a tax invoice as defined in the GST Act;

**“Vendor’s Statement”** means the statement made by the Vendor under Section 32 of the *Sale of Land Act 1962*, a copy of which is attached.

## **2. IDENTITY AND CONDITION OF PROPERTY**

### **2.1 Acknowledgements by Purchaser about the Property**

The Vendor makes no warranty or representation:

- 2.1.1 that the Property as occupied is identical with the Land;
- 2.1.2 that the Property complies with all or any laws applicable to the Property and the requirements of any Authority;
- 2.1.3 that the improvements are erected within the boundaries of the Land;
- 2.1.4 about the condition of the Property; or
- 2.1.5 about the existing Services (or any rights to use them, if any).

### **2.2 Limitation of Purchaser’s rights**

2.2.1 The Purchaser may not make any requisition or objection, claim compensation or refuse or delay payment of the Price as a consequence of:

- (a) The Property as occupied not being identical to the Land;
- (b) Any failure to comply with a law applicable to the Property or a requirement of any Authority;

- (c) Any improvements not being erected within the boundaries of the Land;
- (d) The condition of the Property; and
- (e) The existence, right to use or failure of the Services.

2.2.2 The Purchaser may not call upon the Vendor to:

- (a) Amend title;
- (b) Rectify any failure to comply with a law applicable to land or a requirement of any Authority;
- (c) Relocate any improvements not erected within the boundaries of the Land; or
- (d) Do any work to the Property;

or bear the cost of doing so.

### **3. PLANNING CONTROLS**

The Purchaser buys the Property subject to the applicable planning scheme, any planning permits for the Property and any other applicable planning controls.

### **4. PURCHASER'S INVESTIGATIONS**

#### **4.1 Opportunity to investigate**

The Purchaser has had sufficient opportunity to carry out investigations and to make inquiries in relation to the Property.

#### **4.2 No claims**

Despite anything else in this contract, to the maximum extent permitted by law, the Purchaser agrees that it may not make any requisition or objection or claim compensation, delay completion, rescind or end this contract in relation to or arising out of any matter which was capable of discovery or was or should have been within the knowledge of the Purchaser as a result of the Purchaser's investigations and inquiries.

**5. VENDOR'S STATEMENT**

5.1 Before paying any money or signing any document in relation to this sale, the Purchaser received:

5.1.1 A copy of this contract; and

5.1.2 A Vendor's Statement.

**6. INFORMATION AND ANCILLARY NEGOTIATIONS**

**6.1 Information Provided by Vendor**

The Purchaser acknowledges:

6.1.1 No information, representation or warranty provided or made by the Vendor, the Vendor's Agent or the Vendor's Solicitors was provided or made with the intention or knowledge that it would be relied upon by the Purchaser;

6.1.2 No information, representation or warranty has been relied upon;

6.1.3 The Purchaser relies only on the Purchaser's inspection of, and searches and inquiries in connection with, the Property.

**6.2 Entire Agreement**

This contract is the entire agreement for the sale and purchase of the Property and supersedes and discharges all previous negotiations and agreements.

**7. GUARANTEE**

**7.1 Production of Guarantee**

If the Purchaser is or includes a company other than a company listed on the Australian Stock Exchange Limited (ACN 008 624 691) the Purchaser must on the Day of Sale produce to the Vendor's Solicitors a guarantee in the form of the Guarantee executed by a director of the Purchaser.

## 8. DEFAULT

- 8.1 In addition to penalty interest, the Purchaser shall pay any and all costs and expenses incurred by the Vendor by reason of any default by the Purchaser in the observance or performance of any of the terms and conditions of this Contract, including, but not limited to legal costs on an indemnity basis.

## 9. FOREIGN ACQUISITIONS

### 9.1 FIRB Warranty

The Purchaser warrants that the *Foreign Acquisitions and Takeovers Act 1975* does not apply to the Purchaser or to the Purchaser entering this contract.

### 9.2 FIRB Indemnity

If, despite Special Condition 9.1, the *Foreign Acquisitions and Takeovers Act 1975* applies to the Purchaser or the Purchaser entering this contract the Purchaser indemnifies the Vendor for any consequential loss, damage, penalty, fine or legal costs incurred by the Vendor.

## 10. CONDITION OF THE PROPERTY

### 10.1 The Purchaser:

10.1.1 Accepts the condition of the Property (including the presence of any Contaminant in, under or emanating from the Property or groundwater) ("**Condition of the Property**"); and

10.1.2 Acknowledges that the Vendor makes no representation or warranty as to the compliance of the Property with the Environmental Law.

10.2 The Purchaser may not make any requisition or objection claim compensation or refuse or delay payment of the Price, for the Condition of the Property.

10.3 The Purchaser releases the Vendor from any liability, claim, proceeding in respect of any cost, loss, damage or liability arising from or relating in

any way to the condition of the Property and surrounding areas and their compliance with Environmental Law.

## **11. CONTAMINATION**

- 11.1 The Purchaser acknowledges it is aware the Land is industrial land and, accordingly, may contain contamination.
- 11.2 The Purchaser acknowledges it has not relied upon any information provided by the Vendor in relation to contamination in entering into this Contract and has made its own independent enquiries as to the condition of the Land.
- 11.3 The Purchaser indemnifies and releases the Vendor and its officers, employees, agents and advisers to the fullest extent permitted by law from any claims by or liabilities to the Purchaser whatever, arising out of or in connection with:-
- (a) the existence of contamination either on, in or emanating from the Property;
  - (b) in respect of any loss which the Purchaser may incur which arises from or in connection with contamination on, in or emanating from the Property;
  - (c) directly or indirectly, contamination being disturbed, released or leaching from the Property;
  - (d) compliance or lack thereof with any and/or all laws and the requirements of any government agency in respect of any contamination after the Day of Sale including without limitation any loss or liability incurred by the Purchaser except insofar as it relates to contamination caused or contributed to by the Vendor.
- 11.4 The rights of indemnity under Special Condition 11.3 may be enforced before and without first incurring any expense or making any payment to any person.
- 11.5 The rights of indemnity under Special Condition 11.3 are continuing obligations on the Purchaser, separate and independent of any other

obligation of the Purchaser, and will not merge on settlement of this Contract.

- 11.6 For the purposes of this Clause 11.6 'contamination' includes any solid, liquid, fuel, gas, radiation or substance under or above ground which makes or may make the condition of the Land or groundwater beneath or part of the surrounding environment unsafe, unfit or harmful for habitation by persons or animals, makes it such that it does not satisfy the contamination criteria or standards published or adopted by the Environmental Protection Authority from time to time, or makes it unfit for any use permitted under the planning scheme as amended from time to time.

## **12. GST PROVISIONS**

- 12.1 The Vendor and the Purchaser acknowledge and agree that the Vendor is registered for GST.
- 12.2 The Purchaser must pay to the Vendor at settlement, in addition to the purchase price specified, an amount equal to the GST payable by the Vendor in respect of the sale.
- 12.3 The GST margin scheme is not available.
- 12.4 The Purchaser agrees to pay to the Vendor the amount of GST (if any) payable by the Vendor in respect of the sale, upon delivery by the Vendor of a valid tax invoice.

## **13. CONNECTION OF SERVICES**

The Purchaser:

- 13.1 Agrees it shall be responsible for the payment of any statutory or utility fees in connecting services to the Property.
- 13.2 Shall not be entitled to avoid this Contract or claim any compensation or delay settlement as a result of any or all of the services being available but not connected to the land on the Settlement Date.
- 13.3 If the Vendor connects a service to the Property from the land and incurs a connection fee from the relevant supplier, the fee shall be paid in full by the Purchaser to the Vendor.

#### **14. STAMP DUTY: PURCHASERS BUYING UNEQUAL INTERESTS**

- 14.1 If there is more than one purchaser, it is the Purchaser's responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property (the proportions).
- 14.2 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.
- 14.3 The Purchasers fully indemnify the Vendor, the Vendor's 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.
- 14.4 This special condition will not merge on completion.

#### **15. ACCESS FOR CONSTRUCTION AND POST SETTLEMENT MATTERS**

The Purchaser acknowledges and agrees that not all of the lots ("Lots") on the Plan of Subdivision ("Plan") upon which the Land is located may be sold before settlement and the Vendor or its representatives may need to access any or all of the Lots or common property on the Plan for the purpose of conducting certain marketing activities, surveying, engineering, construction, rectification and repair works and other works in relation to any or all of the Lots and common property on the Plan and the Purchaser grants the Vendor and the Builder and its contractors, consultants and other invitees an irrevocable right to access all Lots and the common property on the Plan after settlement for those purposes.

#### **16. GENERAL PROVISIONS**

##### **16.1 Waiver and Variation**

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

16.1.1 Waived except in writing signed by the party granting the waiver;  
or

16.1.2 Varied except in writing signed by or on behalf of the parties.

**16.2 No Merger**

Any provision of this contract capable of having effect after the Settlement Date does not merge on transfer of the Land and continue to have effect.

**16.3 Contra proferentum**

A provision of this Contract must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the contract or the inclusion of the provision in the Contract.

**16.4 Time for Acts**

16.4.1 Time is of the essence of this contract.

16.4.2 If the parties agree to vary a time requirement, the time requirement so varied is of the essence of this contract. An agreement to vary a time requirement must be in writing.

**16.5 Parties**

16.5.1 If a party consists of more than one person, this contract binds each of them separately and any two or more of them jointly.

16.5.2 An obligation, representation or warranty in favour of more than one person is for the benefit of them separately and jointly.

16.5.3 A party that is a trustee is bound both personally and in its capacity as a trustee.

## 17. TRANSFER OF LAND

17.1 The Transfer of Land delivered to the Vendor for execution must be a Form T2 and include a restrictive covenant as follows:

"And the said Transferee for itself and its heirs, executors, administrators and transferees the registered proprietor or proprietors for the time being of the lot hereby transferred and of every part thereof **DOES HEREBY** and separately covenant with the said WP Investment Management Pty Ltd (ACN 123 057 107) its successors assigns and transferees and other registered proprietor or proprietors for the time being of the land comprised in Plan of Subdivision number PS611039Q and every part thereof (other than the land hereby transferred) that:

- (a) It will not at anytime hereafter conduct or cause or suffer to be conducted any activity pertaining to destruction, wrecking or repairing of motor vehicles or motor cycles of any description unless it is for the usual domestic purpose of the registered proprietor;
- (b) It will not at anytime hereafter conduct or cause or suffer to be conducted any activity pertaining to a brothel, massage parlour, sale or display of adult erotica or any similar activity; and it is hereby agreed that the benefit of the foregoing Covenant shall be attached to and run at law and in equity with the lots comprised in the said Plan of Subdivision number PS611039Q other than the Lot hereby transferred and that the burden thereof shall be annexed to and run at law and in equity with the lot hereby transferred and that the same shall be noted and appear on every future Certificate of Title for the said lot and every part thereof of an encumbrance affecting the same."



**VENDOR:** WP INVESTMENT MANAGEMENT PTY LTD  
(ACN 123 057 107)

**PROPERTY:** Lot 5, 4 Weddel Court, Laverton North, 3026  
(Certificate of Title Volume **11102** Folio **259**)

**VENDOR'S STATEMENT TO THE PURCHASER OF REAL ESTATE  
PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962 ("the Act")**

*The information contained in this Statement is current as at the date of preparation of the Statement on 7 June 2010. If any information needs to be amended or added, the Vendor must ensure that our office is notified and the document is updated accordingly.*

**FRENKEL PARTNERS**  
LAWYERS

LEVEL 20, 181 WILLIAM STREET, MELBOURNE VIC 3000  
DX 30869, STOCK EXCHANGE VIC  
Telephone (03) 9622 0999 • Facsimile (03) 9622 0988  
Email: [mfrisina@frenkels.com.au](mailto:mfrisina@frenkels.com.au)  
REF: JKM: MTF: WP-0912516

**VENDOR'S STATEMENT TO THE PURCHASER OF REAL ESTATE PURSUANT  
TO SECTION 32 OF THE SALE OF LAND ACT 1962 ("the Act")**

**VENDOR:** WP INVESTMENT MANAGEMENT PTY LTD  
(ACN 123 057 107)  
**PROPERTY:** Lot 5, 4 Weddel Court, Laverton North, 3026  
(Certificate of Title Volume 11102 Folio 259)

**IMPORTANT NOTICES TO PURCHASERS**

The use to which you propose to put the property may be prohibited by planning or building controls applying to the locality or may require the consent of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy. You should check with the appropriate authorities as to the availability (and cost) of providing essential services not connected to the Property.

The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.

Details must be attached where necessary, if insufficient space is available.

**1. RESTRICTIONS** - Information concerning any easement, covenant or other similar restriction affecting the Property (registered or unregistered) -

**1.1 Description -**

1.1.1 As set out on the attached copy documents.

1.1.2 Any sewers/drains/water pipes/electrical and telephonic services (if any) laid outside registered easements.

**1.2 Particulars of any existing failure to comply with their terms are as follows -**

None to the knowledge of the Vendor.

**2. PLANNING AND ROAD ACCESS -**

NAME	See Certificate attached
RESPONSIBLE AUTHORITY	See Certificate attached
ZONING/RESERVATION	See Certificate attached

There is access to the property by the road.

**3. OUTGOINGS AND STATUTORY CHARGES** - Information concerning any rates, taxes charges or other similar outgoings (including any Owners Corporation charges) AND any interest payable on any part of them:-

They are no more than \$2,500.00 per annum. See attached Certificates.

Any amounts (including any proposed Owners Corporation levy) for which the Purchaser may be liable in consequence of the purchase of the Property, are as follows:-

The usual adjustment of rates and charges will be made at settlement.

4. **SERVICES** - Information concerning the supply of the following services -

SERVICES	STATUS	NAME OF AUTHORITY
4.1 Electricity	Connected	Optional Supplier
4.2 Gas	Connected	Optional Supplier
4.3 Water	Connected	Yarra Valley Water
4.4 Sewerage	Connected	Yarra Valley Water
4.5 Telephone	Connected	Optional Supplier

The Vendor reserves the right to disconnect any or all of the above services prior to settlement, and in such case, the Purchaser will be responsible for the costs of reconnection.

5. **BUILDING APPROVALS** - Particulars of any building approval granted during the past seven years under the Building Act 1993 (required only where the Property includes a residence) -

No such building approvals have been granted to the knowledge of the Vendor.

Particulars of any guarantee issued in the past seven years under the House Contracts Guarantee Act 1987 (required where the property includes a residence constructed by an owner-builder)-

No such guarantee has been issued to the knowledge of the Vendor.

Particulars of any required insurance effected on a building constructed in the past six years under the Building Act 1993 (required where the property includes a residence to which s.137B Building Act 1993 applies)-

No such insurance has been effected to the knowledge of the Vendor.

6. **NOTICES** - Particulars of any notice, declaration, report or recommendation of a public authority or government department or approved proposal affecting the Property of which the Vendor might reasonably be expected to have knowledge, including any -

6.1 if there is a Owners Corporation, affecting it and its contingent, proposed or other liabilities, including those relating to repairs;

6.2 land use restriction notice issued under the Agricultural and Veterinary Chemicals (Control of Use) Act 1992 due to contamination;

- 6.3 notice pursuant to Section 6 of the Land Acquisitions Act and Compensation Act 1986;

Save and except for anything contained in the attached copy documents and apart from the usual rates notices, there are none to the knowledge of the Vendor, however the Vendor has no means of knowing of all decisions of public authorities and government departments affecting the property unless communicated to the Vendor and the Purchaser should make its own enquiries from the Municipal Council or any other public authority or government department considered appropriate by the Purchaser.

7. **OWNERS CORPORATION** – If the land is affected by an Owners Corporation within the meaning of the Owners Corporations Act 2006.
- (a) a copy of the current Owners Corporation certificate issued in respect of the land under the Owners Corporation Act 2006; and
  - (b) a copy of the documents required to accompany the Owners Corporation certificate under section 151(4)(b) of the Owners Corporations Act 2006.

As per attached.

8. **SMOKE ALARMS** – The Purchaser is to note that all dwellings and or units are required to be fitted with self contained smoke alarms in accordance with Regulation 5.14 of the Building Regulations 1994.
9. **SWIMMING POOLS** – In the event a swimming pool is on the land herein described, the Purchaser may be required at his/her expense to comply with the provisions of the Building Act 1993 and the Building Regulations 1994 and in particular Regulation 5.13 requiring the provisions of barriers to restrict access by some children to the swimming pool:
- 9.1 in the case of a contract other than a terms contract (as defined in section 2 of the Sale of Land Act 1962), on the date of completion of the Contract;
  - 9.2 in the case of a terms contract, on the date on which the Purchaser becomes entitled to possession or to the receipt of rents and profits under the contract.

10. **TITLE -**

Copy of Certificate of Title Volume **11102** Folio **259** is attached:

**DATE OF STATEMENT:**            /            /20

Signature of the Vendor/s:

\_\_\_\_\_

The Purchaser acknowledges being given a copy of this statement signed by the Vendor before the Purchaser signed any Contract.

**DATE OF ACKNOWLEDGMENT:**        /        /20

Signature of the Purchaser/s:

\_\_\_\_\_

**PLEASE NOTE** that where the property is to be sold on terms pursuant to **Section 32(2)(f) of the Act and/or sold subject to a mortgage that is not to be discharged by the date of possession (or receipt of the rents and profits) of the property pursuant to Section 32(2) of the Act** - then the Vendor must provide an additional statement containing the particulars specified in Schedules 1 and 2 of the said Act.

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

VOLUME 11102 FOLIO 259

Security no : 124034028103K  
Produced 09/06/2010 09:16 am

LAND DESCRIPTION

Lot 5 on Plan of Subdivision 611039Q.  
PARENT TITLE Volume 10776 Folio 326  
Created by instrument PS611039Q 17/11/2008

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
WP INVESTMENT MANAGEMENT PTY LTD of 737 BURWOOD ROAD HAWTHORN VIC 3122  
PS611039Q 17/11/2008

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AG972282P 14/01/2010  
BALANCED SECURITIES 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.

AGREEMENT Section 173 Planning and Environment Act 1987

R340910N 15/05/1991  
AMENDMENT OF AGREEMENT V199339P 13/01/1998  
AMENDMENT OF AGREEMENT V511424H 06/07/1998

DIAGRAM LOCATION

SEE PS611039Q FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AG972264R	DISCHARGE OF MORTGAGE	Registered	09/02/2010
AG972282P	MORTGAGE	Registered	09/02/2010
AH111053C	RECTIFY MODIFY MORTGAGE	Registered	22/03/2010

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

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



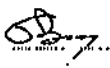
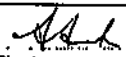
OWNERS CORPORATIONS

The land in this folio is affected by

OWNERS CORPORATION 1 PLAN NO. PS611039Q

DOCUMENT END

PS611039Q

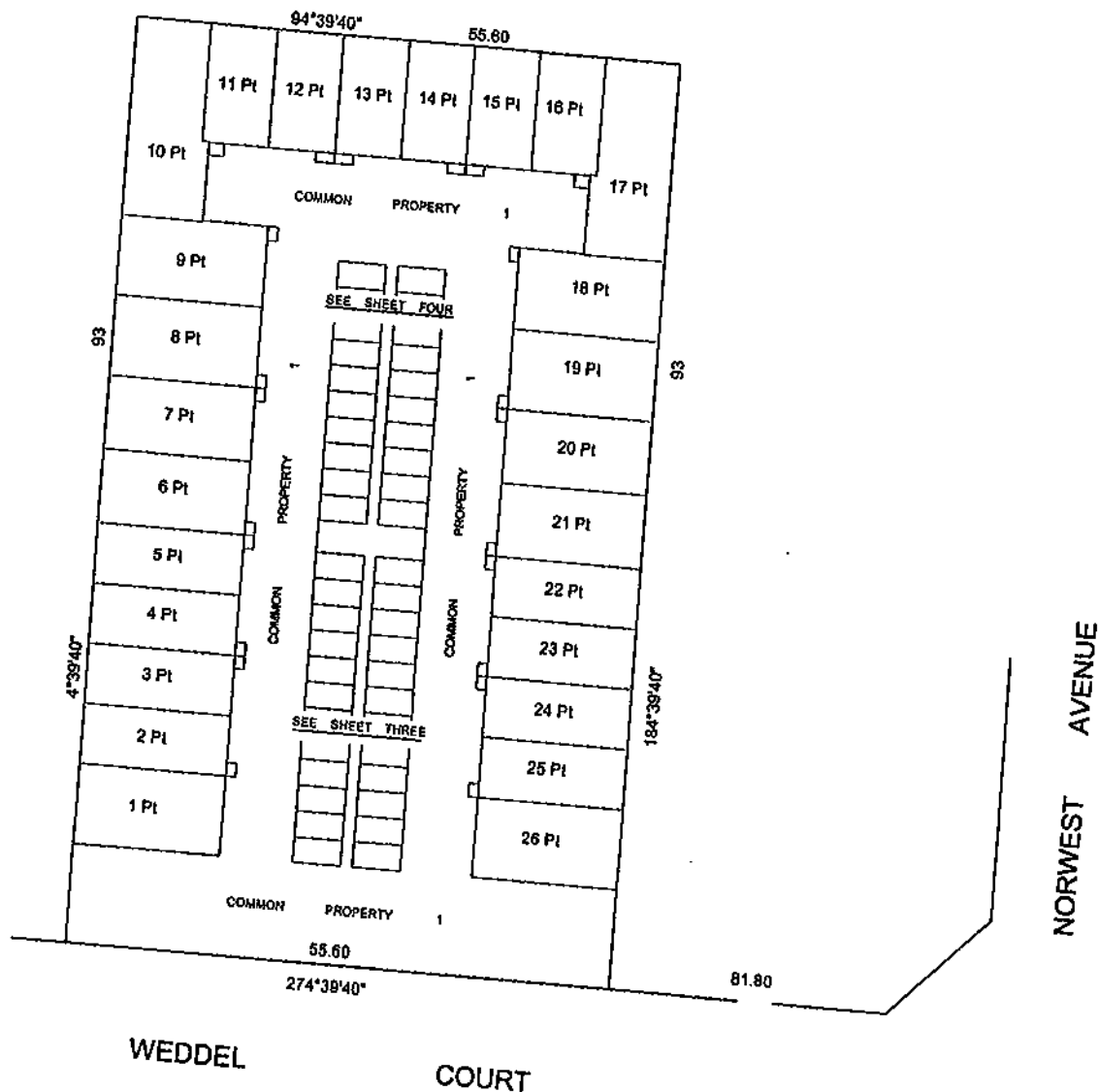
<b>PLAN OF SUBDIVISION</b>		Stage No.	LTO Use Only	Plan	07/11/2008 13821 PS 
<b>EDITION 1</b>					
<b>LOCATION OF LAND</b> Parish: Truganina Township: - Section: 23 Crown Allotment: 1 (Part) Crown Portion: -  Title References: Vol. 10776 Fol. 328 Last Plan Ref.: Lot 128 on PS 517993U Postal Address: 4 Weddel Court Laverton North, 3026  MGA Co-ordinates: E 303 753 Zone 55 (of approx. centre of land in plan) N 5 811 477		<b>COUNCIL CERTIFICATION &amp; ENDORSEMENT</b> COUNCIL NAME: Wyndham City Council REF: WYCP 2006/08 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. <del>This plan is certified under section 11(7) of the Subdivision Act 1988.</del> Date of original certification under section 6: ..... 3. <del>This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</del>  <b>OPEN SPACE</b> (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made  (ii) <del>The requirement has been satisfied.</del> (iii) <del>The requirement is to be satisfied in Stage.....</del>  Council delegate:  Council seal: 23, 0, 2008 Date: .....  Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate: ..... Council Seal: ..... Date: .....			
<b>VESTING OF ROADS OR RESERVES</b>					
Identifier	Council / Body / Person				
NR	NIL				
Lots on this plan may be affected by one or more owners corporations. See owners corporation search reports(s) for details.  Lots 1 to 7 (both inclusive), Lots 9 to 18 (both inclusive) and Lots 20 to 26 (both inclusive) comprise of two parts. Lot 8 and Lot 19 comprise of three parts.		<b>NOTATIONS</b> STAGING: This is not a staged subdivision Planning Permit No. -  DEPTH LIMITATION: Does not apply  Boundaries shown by thick continuous lines are defined by buildings. Location of boundaries defined by buildings - Median:- Boundaries shown M Exterior Face :- All other boundaries  Common Property 1 is all the land in the plan except Lots 1 to 26 (both inclusive).  The hatching within each parcel indicates that the structure of the relevant wall, floor or ceiling is contained in that parcel.  <b>Survey</b> This plan is based on survey This survey has been connected to permanent marks no(s) in Proclaimed Survey Area No.			
<b>EASEMENT INFORMATION</b>					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)		Section 12(2) of the Subdivision Act 1988 Applies to the land herein			
Easement Reference	Purpose	Width (metres)	Origin	Land Benefited/in favour Of	
<b>Di MASE BERRY &amp; Co Pty Ltd</b> 142A Sydney Road, Brunswick 3056 Tel 9387 7577		Licensed Surveyor (print) <u>Geoffrey Berry</u>		Sheet 1 of 4 Sheets	
		Signature:  Date: 22, 8, 08		Council Delegate Signature:  Date: 22, 8, 2008	
Surveyors Ref 10861 Version: 3		Original Sheet Size A3			

# PLAN OF SUBDIVISION

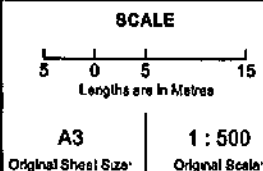
Stage No.

Plan Number

**PS 611039Q**



**Di MASE BERRY & Co Pty Ltd**  
 142A Sydney Road, Brunswick 3056  
 Tel 9387 7577 Fax 9387 8813



Licensed Surveyor: Goeffrey Berry  
 Signature: [Signature] 27.8.08  
 Surveyors Ref: 10861 Version: 3

Sheet 2

Council Delegate Signature

Date: 27 / 8 / 2008

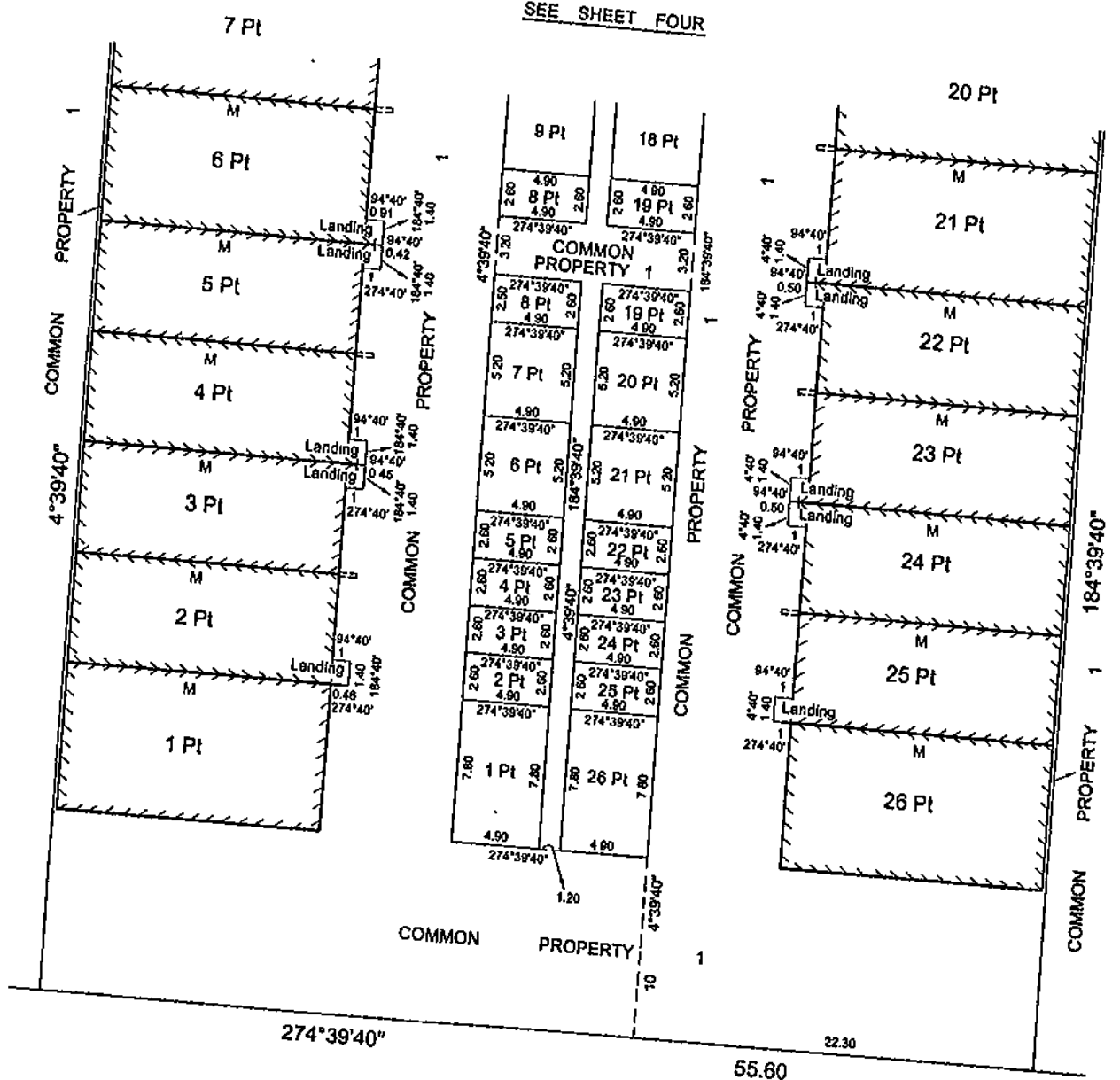
# PLAN OF SUBDIVISION

Stage No.

Plan Number

**PS 611039Q**

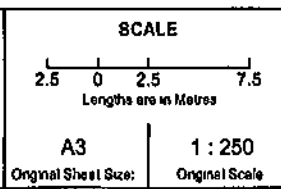
SEE SHEET FOUR



WEDDEL

COURT

**Di MASE BERRY & Co Pty Ltd**  
 142A Sydney Road, BRUNSWICK 3056  
 Tel 9387 7577 Fax 9387 8813



Licensed Surveyor: *Goffrey Dorey*  
 Signature: *G Dorey* 22.8.08  
 Surveyors Ref 10861 Version 3

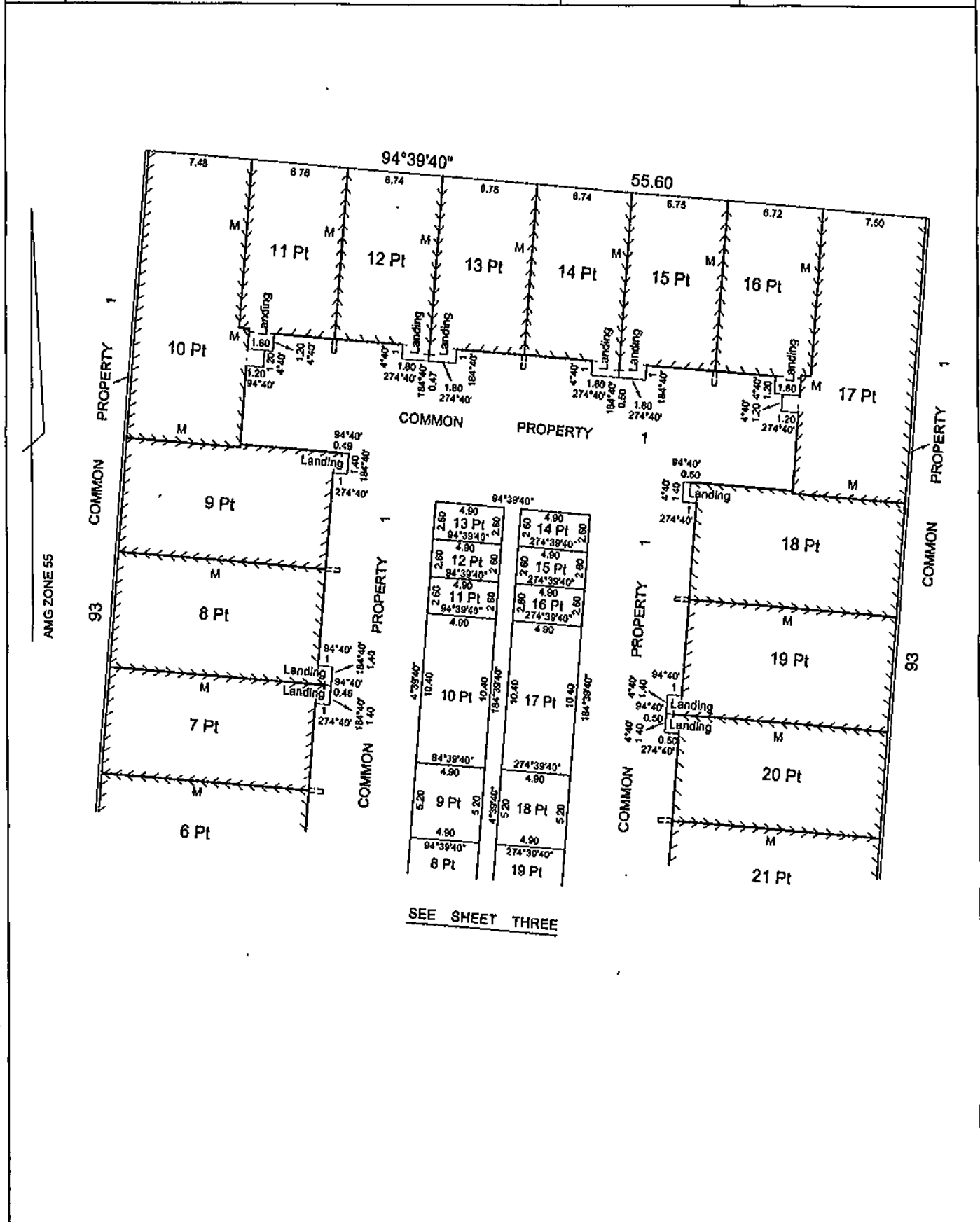
Sheet 3  
 Council Delegate Signature: *HL*  
 Date: 22.8.2008

# PLAN OF SUBDIVISION

Stage No.

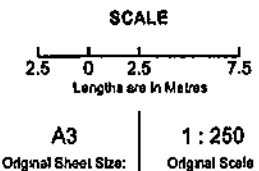
Plan Number

**PS 611039Q**



SEE SHEET THREE

**Di MASE BERRY & Co Pty Ltd**  
 142A Sydney Road, BRUNSWICK 3076  
 Tel 9387 7577 Fax 9387 8813



Licensed Surveyor *Gregory Berry*  
 Pmt  
 Signature *G. Berry* 22, 8, 08  
 Surveyors Ref: 10861 Version: 3

Sheet 4

Council Delegate Signature *[Signature]*  
 Date: 27, 8, 2008



# Department of Sustainability and Environment

## Owners Corporation Search Report

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Produced: 09/06/2010 09:16:43 AM

**OWNERS CORPORATION 1  
PLAN NO. PS611039Q**

The land in PS611039Q is affected by 1 Owners Corporation(s)

**Land Affected by Owners Corporation:**  
Common Property 1, Lots 1 - 26.

**Limitations on Owners Corporation:**  
Unlimited

**Postal Address for Service of Notices:**  
8 INTERNATIONAL SQUARE TULLAMARINE VIC 3043  
PS611039Q 17/11/2008

**Rules:**  
Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3)  
Owners Corporation Act 2006

**Owners Corporation Rules:**  
NIL

**Additional Owners Corporation Information:**  
OC002796S 17/11/2008

**Notations:**  
NIL

**Entitlement and Liability:**  
NOTE - Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	120	120
Lot 2	85	85
Lot 3	85	85
Lot 4	85	85
Lot 5	85	85
Lot 6	105	105
Lot 7	105	105
Lot 8	120	120
Lot 9	120	120
Lot 10	150	150
Lot 11	80	80
Lot 12	80	80
Lot 13	80	80
Lot 14	80	80
Lot 15	80	80
Lot 16	80	80
Lot 17	150	150
Lot 18	120	120
Lot 19	120	120
Lot 20	105	105
Lot 21	105	105

Land Parcel	Entitlement	Liability
Lot 22	85	85
Lot 23	85	85
Lot 24	85	85
Lot 25	85	85
Lot 26	120	120
<b>Total</b>	<b>2,600</b>	<b>2,600</b>



# Department of Sustainability and Environment

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## Owners Corporation Search Report

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From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.



ABN 88 393 903 860

General Enquiries  
03 9742 0777  
Fax  
03 9741 6237  
Office Hours  
Mon - Fri 8:00am - 5:00pm  
Website  
www.wyndham.vic.gov.au

# Instalment Notice 2009/2010

1 July 2009 - 30 June 2010

WP Investment Management Pty Ltd  
C/- Cnbw Financial Pty Ltd  
737 Burwood Road  
HAWTHORN VIC 3122

ISSUE DATE  
07/05/2010

DUE DATE OF INSTALMENT  
31/05/2010

<b>PROPERTY LOCATION AND DESCRIPTION</b> V 11102 F 259 L 5 PS 611039 Truganina Parish Whse 5/4 Weddel Court LAVERTON NORTH VIC 3026 Property No: 173450	173450 	217.00 
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## 4TH INSTALMENT NOTICE

Instalment Amount Due \$217.00

**Nett Amount Due \$217.00**

**This is a courtesy notice for the 4th Instalment of Council Rates for 2009/2010, which is due on 31 May 2010.**

**Payments received after 06/05/2010 will not be shown on this notice.**

**Arrears:** Any arrears shown are due immediately and may be subject to legal action. Interest will accrue until paid.  
**Payment Plan:** If you are currently on a payment plan please continue with your agreed schedule of payments.



Rates  
Wyndham City Council  
Locked Bag 14839  
Melbourne Mall Centre  
Victoria 8299

General Correspondence  
Wyndham City Council  
PO Box 197  
Werribee  
Victoria 3030

### Locked Bag Payment Advice



Assessment No. 173450

Name WP Investment Management Pty Ltd

Address Whse 5/4 Weddel Court  
LAVERTON NORTH VIC 3026

Biller code: 76869  
Ref: 1736 902

Billpay Code: 0396  
Ref: 1736 902

Pay in person at any Post Office,  
by phone 13 18 18, or go to  
www.postbillpay.com.au



Instalment \*396 1736902 \$217.00

**Amount Due: \$217.00**

00000000 173690 2100 246500

831



City West Water  
LIMITED

EMERGENCIES (24hrs) #13 WATER (13 92837)

Quarterly Account

Issue date 13 April 2010

Account number 1251 6629 5101  
Customer No. 947363  
Invoice No. T287689099



000024 000

WP INVESTMENT MANAGEMENT PTY LTD  
CHPW FINANCIAL PTY LTD  
LVL 2/737 BURWOOD ROAD  
HAWTHORN VIC 3122

Please pay \$142.25

Date due 04 May 2010

Summary of charges - Non Residential

5/4 Weddel Court Laverton North  
Lot 5 Plan 611039

Previous bill	Amount received	Balance forward
\$142.25	\$142.25	\$0.00

Product/Service	Charge Period	Amount
Water & Sewerage	( your meter was read on -01/04/2010 )	
Usage charges	4 Jan 2010 to 1 Apr 2010	\$0.00
Service charges	1 Apr 2010 to 30 Jun 2010	\$120.98
Waterways & Drainage Charge	1 Apr 2010 to 30 Jun 2010	\$21.28
Less Rounding		-\$0.01
Please pay		\$142.25

Water Restrictions In Place

Water Restrictions are now In place. It's important to follow the restrictions so we can save water for our future. For information about the restrictions go to [www.citywestwater.com.au](http://www.citywestwater.com.au) or contact us on 131 691.

Need to contact us?

- Credit card payments & account balances ☎ 131 971 (24 Hours)
- Account enquiries ☎ 131 691 (8:00am-5:30pm Mon-Fri)
- Hearing impaired TTY facility ☎ (03) 9313 8699
- Interstate and international callers ☎ 61(0)3 9313 8422
- Interpreter service ☎ 131 450

Go to: [www.citywestwater.com.au](http://www.citywestwater.com.au)  
and click on 'Contact Us'

0007465 Page 1 of 2

Have you considered using a green plumber?

To find a plumber near you who is accredited to offer sustainable plumbing solutions, go to [www.plumber.com.au](http://www.plumber.com.au) and click on the green star.

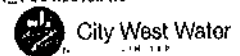
Support Target 155

You are invited to save water and money by participating in the Support 155 Business Program. Register today at [www.citywestwater.com.au](http://www.citywestwater.com.au)

Water Restrictions In Place

It's important to follow the current water restrictions so we can save water for our future. For information about the restrictions go to [www.citywestwater.com.au](http://www.citywestwater.com.au)

14/04/10-12:16:45-CCSPRT\_14APR2010.PRO



5/4 Weddel Court Laverton North  
Lot 5 Plan 611039

Please pay \$142.25

Date due 04 May 2010

How to pay? Please see over

POST billpay



\*362 125166295101

168CWD\_2\_Z\_BILLS\_04\_465000024000255

168CWA0010

## Details of charges on this bill - account calculations details

### Usage Charges

Meter number	Bill days	Previous reading	Current reading	Consumption in Kilolitres (kl)	Rate \$	Total \$
MASR027755	87	00000	00000	0.00		
Total Water Consumed Usage				0.00	1.3987	\$0.00
Total				0.00		\$0.00
<b>Total - Usage Charges</b>						<b>\$0.00</b>

### Service Charges

Water Service Charge	\$50.97
Sewerage Service Charge	\$70.01
<b>Total - Service Charges</b>	<b>\$120.98</b>

Other Authorities' Charges	Net annual value (NAV) <sup>^</sup>	Rate in NAV \$	Minimum	Charge \$
<small><sup>^</sup>The NAV is based on 1990 dollar equivalents</small>				
Waterways & Drainage Charge	\$6,699	0.009064		\$21.28
<b>Total - Other Authorities' Charges</b>				<b>\$21.28</b>

Less rounding	-\$0.01
<b>Please pay - GST does not apply</b>	<b>\$142.25</b>

### Payments Received

27/01/2010 -\$142.25

## Your charges explained

### Service Charges

Water and Sewerage Service Charges enable City West Water to ensure water quality and to construct and maintain water and sewer mains.

### Other Authorities' Charges

#### Waterways & Drainage Charge

This charge is collected on behalf of Melbourne Water, who use the funds to look after rivers and creeks and manage drainage and floodplains in your area.

## Important Information

### Privacy Statement

City West Water collects personal information for the purposes of providing water, sewerage and related services. Our Privacy Policy is available at [www.citywestwater.com.au](http://www.citywestwater.com.au) or by calling us on 131 691.






### Are you moving? ☎ 131 691.

If you are entering or vacating a property, it is important you call us so that we can take a special meter reading. Contact us at least 2 working days prior.

The right of City West Water to proceed for recovery of outstanding charges is not prejudiced by the service of this notice.

**How to pay your bill for:** 5/4 Weddel Court Laverton North  
Lot 5 Plan 611039

Page 2 of 2

 <p><b>Direct Debit</b> Call 131 691 to request a form or visit our website.  If you have moved recently, make sure you update your Direct Debit Account number with us.</p>	 <p><b>By Mail</b> Post this slip with your cheque (no staples) to:  City West Water GPO Box 2839 Melbourne, Vic 3001</p>	 <p><b>Billers Code: 8789</b> <b>Ref: 1251 6629 5101</b></p> <p>BPAY® - Make this payment via Internet or phone banking. BPAY View® - Receive, view and pay this bill using Internet banking. BPAY View Registration No - Please use the 'Ref.' number above shown under the 'Billers Code'.</p>	 <p><b>Credit Cards</b> Go to: <a href="http://www.citywestwater.com.au">www.citywestwater.com.au</a> to make credit card payments (up to \$5,000)  OR Call 131 971 to pay up to \$5,000 by Visa or MasterCard anytime</p>	 <p><b>Post Billpay</b> To pay this bill using Postbillpay on the Internet go to: <a href="http://postbillpay.com.au">postbillpay.com.au</a>  Billpay Code: 0362 Ref: 1251 6629 5101  In Person Australia Post: Pay this bill at Australia Post Stores (cash or cheque).</p>
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Please Pay  Amount Paid  Date Paid  Receipt Number

125166295101+000014225+00000000

# 2010 Land Tax Assessment Notice

SPR12150.007 / SRO / LTX / R010399 / P065254 / E001304 / H124

  
WP INVESTMENT MANAGEMENT PTY LTD  
SUITE 215  
737 BURWOOD ROAD  
HAWTHORN VIC 3122

Need help? Contact us.

www.sro.vic.gov.au State Revenue Office  
EMAIL sro@sro.vic.gov.au GPO Box 1641  
PHONE 13 21 61 MELBOURNE VIC 3001  
FAX 03 9628 6856



60319037000400

This notice is issued to you in your capacity as trustee for  
WP INVESTMENTS TRUST NO 1

Customer number: 069696136  
Please quote this number when contacting the  
SRO. No details will be provided or updated  
without this number.

Assessment number: 060319037

Issue date: 19 Feb 2010

**PAY BY INSTALMENTS**  
1st instalment: \$690.07  
Due & Payable By: 19 March 2010

2nd Instalment: \$690.06  
Due & Payable By: 04 Jun 2010

3rd Instalment: \$690.06  
Due & Payable By: 20 Aug 2010

4th Instalment: \$690.06  
Due & Payable By: 05 Nov 2010

**PAY IN FULL**  
Total tax payable: \$2,760.25  
Due & Payable By: 02 July 2010

If you choose to pay by instalments, you will be required  
to make the four instalment payments. It is important to  
make each payment by the due date listed. If payment  
is not received, all outstanding tax will be due and  
payable immediately and interest may be charged on  
any outstanding balance.

Paul Broderick  
Commissioner of State Revenue

See reverse for payment options - Please detach remittance slip and return with payment.



CREDIT

Customer No: 069696136  
Assessment No: 060319037

Westpac Banking Corporation  
VICTORIAN GOVERNMENT LEVEL 10 350 COLLINS STREET MELBOURNE VIC  
Banks other than Westpac may charge a transfer fee.

60319037000400

Paid in by - Signature

Teller

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Date Deposited

NOTE Where this deposit is lodged at a bank or branch other than that shown it will be processed under the bank's internal procedures. The bank will not be responsible for delays in transmission. Cheques etc. will not be available until cleared.

Cheque Details - Drawer

Bank

Branch

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Cash   
Cheque

For CREDIT of State Revenue Office Victoria.

61

Total \$

06031903

033 2225 1700 100 61

### Online Access to Your Land Tax Details

#### LTX Express

The online LTX Express lets you:

- view the Land Tax Assessment
- lodge an amendment or exemption request to your assessment
- download a listing of the properties included in the assessment
- update the mailing address
- check any outstanding liabilities

Go to [www.sro.vic.gov.au](http://www.sro.vic.gov.au) for more information.

### Instructions and Information

#### Customer Number

Your Customer Number appears in the top right hand corner on the front of this assessment.

Quoting this number will give you access to information about your land tax assessment and will enable you to make changes to your details over the telephone. It is important to treat this number as confidential.

#### Payment Options

If your Land Tax Assessment Notice does not include an instalment amount, payment must be made in full by the due date.

If your Land Tax Assessment Notice includes an instalment amount, you can either:

- a) Pay the full amount on the assessment notice, or
- b) Pay in four equal instalments. The due date for each payment appears on your Land Tax Assessment Notice.

If any instalment payment is not received by the due date, the option to pay by instalment ceases immediately. You must then pay in full any outstanding amount.

Note: Failure to pay by the due date may result in interest being imposed on the outstanding portion of your land tax liability.

#### Outstanding Land Tax

The tax payable shown on your assessment notice does not include any tax liability from prior year assessments.

#### Requirement to Notify the Commissioner of Certain Errors or Omissions

You must notify the Commissioner of State Revenue (the Commissioner) within 60 days of receiving your Land Tax Assessment Notice of:

- land owned by you that is not included in the assessment
- in the case of an assessment for jointly owned land, any land owned by the joint owners that is not included in the assessment
- land specified in the assessment as exempt land that is not exempt

If you do not notify the Commissioner of such errors in your Land Tax Assessment Notice, you may be liable to penalty tax on the additional amount of tax that you would have been assessed as liable to pay had the notification been lodged in time.

Furthermore, please note that the SRO has the ability to retrospectively assess land owners. Refer to Revenue Rulings LTA-007 and GEN-014 (available from our website) for further information.

#### Single Holding and Proportional Tax Calculations

If you own one or more taxable properties, you will receive a Statement of Lands Owned with your assessment.

The single holding and proportional land tax calculations appear on the statement as a guide only. Single holding tax is the amount of tax you would pay on the one property.

### Instructions and Information Continued

Proportional tax is the tax applicable to the specific land as a proportion of the total land tax liability of your assessment.

These calculations are not intended as a definitive statement of the amount of land tax that a landlord can recover from a retail tenant or third party.

The amount of land tax that may be recovered forms part of the commercial arrangement between the landlord and the tenant.

### Payment Options

	<p><b>Bpay®</b>  <b>Billar Code: 5249</b>  <b>Reference: 60319037</b></p> <p>You can contact your Bank, Credit Union or Building Society to make this payment from your cheque, savings or credit card account. Please quote the Biller Code and Reference Number when paying your account (\$1000 maximum per credit card transaction).</p>
	<p><b>Payment by mail</b></p> <ul style="list-style-type: none"> <li>• Make cheque payable to: State Revenue Office, Victoria marked 'Not Negotiable'.</li> <li>• Make certain you write your Customer and Assessment Numbers on the back of the cheque and mail to:          State Revenue Office          GPO Box 2961          MELBOURNE VIC 3001</li> <li>• Attach the Westpac deposit slip and keep the top section of this form for your records.</li> </ul>
	<p><b>Payment at any bank</b></p> <ul style="list-style-type: none"> <li>• Payment of the amount due may be made at any bank.</li> <li>• Westpac Banking Corporation will not charge a transfer fee. Banks other than Westpac may charge transfer fees.</li> <li>• Complete all the details on the bank deposit slip.</li> <li>• The bank will stamp the top section of this form and return it to you as a receipt.</li> </ul>
	<p><b>Payment in person</b></p> <ul style="list-style-type: none"> <li>• Present this notice intact to the State Revenue Office,          Level 2, 121 Exhibition Street Melbourne</li> <li>• Payment by cash or cheque only.</li> <li>• You will be issued an official receipt.</li> </ul> <p>Payments can be made between 8.30am and 4.30pm Mon, Tues, Thur and Fri and between 8.30am and 1.00pm Wed.</p>

NOTE: This payment is not subject to GST – Federal Treasurer's Determination 2000. (Exempt taxes, fees and charges)

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# Summary of Assessment

Assessment number 060319037

## 2010 Calculation of Land Tax Payable

2010 Calculation

Total Taxable Value	\$569,000
Tax Calculation	\$2,760.25
2010 Tax Payable	<u>\$2,760.25</u>

## Land Tax Trust Calculation

	Taxable Value	Total Tax
Surcharge Rate	\$569,000	\$2,760.25
Ordinary Rate	\$0	\$0.00
PPR Beneficiary(Single Holding)	\$0	\$0.00
	<u>\$569,000</u>	<u>\$2,760.25</u>

## Explanation of Codes

* Single Holding Tax - is the amount of tax you would pay on the one property. This is a guide only	** Proportional Tax - is the tax applicable to the specific land as a proportion of the total land tax liability of your assessment. This is a guide only
ARM - Armed Services personnel, exempt from land tax	Part 4 - Land exempt from land tax
CHR - Used for Charitable Purposes, exempt from land tax	PC - Property is in a parcel and valued under leading property
CP - Caravan Park, exempt from land tax	PPL - Primary Production Land, exempt from land tax
D - Section /3 - Concessional tax rate for club land	PPR - Principal Place of Residence, exempt from land tax
DPR - Dual Principal Place of Residence exemption	PPR Ben - This property has a nominated PPR beneficiary
E - Remission of tax	RES - Residential Care, exempt from land tax
F - Payments received	RET - Retirement Village, exempt from land tax
FRS - Friendly Society, exempt from land tax	SH - This property is calculated at a single holding rate
RH - Rooming House, exempt from land tax	SPO - Outdoor sporting, recreational or cultural activities, exempt from land tax
MINE - Mine exempt from land tax	STAT - Statutory Authority, exempt from land tax
P - Pro-rata taxable value has been used	SUR - Tax for this property is calculated at the surcharge rate



# Statement of lands owned as at midnight 31 DECEMBER 2009

State Revenue Office Victoria, Level 2, 121 Exhibition Street, Melbourne 3000

Please refer to the Summary of Assessment page for an explanation of codes.

Item No.	Address/Municipality	Land Id/References	Single Holding Tax *	Proportional Tax **	Taxable Value
4	UNIT 5, 4 WEDDEL CT, LAVERTON NORTH, 3026 WYNDHAM	036800545 5 S611039	N/A SUR	\$111.57 SUR	\$23,000

\*Note: As of this day 1 June 2010, information may be subject to change without notice

Owners Corporation Number: PS611039Q , 4 Weddel Court, Laverton North VIC 3026

This certificate is issued for Lot 5 on Plan of Subdivision No PS611039Q

Postal address is 737 Burwood Road Hawthorn VIC 3122

Applicant for the certificate is Ray Werden

- The present fees for the Lot are \$165.10 per quarterly in advance.
- The date up to which the fees for the lot have been paid is 31 Mar 2010.

3. Unpaid fees;

**Administrative Fund**

Amount owing	\$130.80
Interest owing	\$0.00
<b>Total amount owing</b>	<b>\$130.80</b>

**Maintenance Fund**

Amount owing	\$0.00
Interest owing	\$0.00
<b>Total amount owing</b>	<b>\$0.00</b>

4. The following special fees or levies have been struck and are due and payable on the dates indicated below;

Date due	Details	Determined	Amount due	Amount paid	Interest accrued*	Interest paid
01/04/2010	Levy - Tenants Directory	23/03/2010	130.80	NIL	NIL	NIL
	*Interest to 01/06/2010		130.80	NIL	NIL	NIL

5. The Owners Corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge so that set out above; NIL

6. The Owners Corporation presently has the following insurance cover;

Policy No.	VCS42433	CHU Underwriting			
Type:	Strata Commercial	Broker:			
Premium:	\$11,293.35	Paid on:	12/12/2009	Next due	20/11/2010
<i>Cover</i>		<i>Sum insured</i>		<i>Excess</i>	
Building		\$2,700,000.00		\$500.00	
Loss of Rent		\$405,000.00		\$0.00	
Common Area Contents		\$27,000.00		\$0.00	
Public Liability		\$10,000,000.00		\$0.00	
Personal Accident		\$100,000/1000		\$0.00	
Fidelity Guarantee		\$100,000.00		\$0.00	
Government Audit Costs		\$25,000.00		\$0.00	
Appeal Expenses		\$100,000.00		\$0.00	
Legal Defense Expenses		\$50,000.00		\$0.00	
Lot owners fixtures & improvements (per lot)		\$250,000.00		\$0.00	

7. The Owners Corporation has not resolved that members arrange their own insurance under section 63 of the Act.

8. The total funds held by the Owners Corporation as set out in the attached Statement of Financial Position.
9. The Owners Corporation has not submitted additional rules to the Registrar of Titles;
10. The Owners Corporation has no contingent liabilities not otherwise shown or budgeted for in items 1, 4 and 5;
11. The Owners Corporation has entered into the following leases, licences, contracts or special privileges affecting the common property;
  - Strata Plan Pty Ltd for Owners Corporation Management Services dated 19/11/2008
12. The Owners Corporation has not made agreements to provide services to members and occupants for a fee;
13. The Owners Corporation is not aware of any notices or orders served on it, in the last 12 months that have not been satisfied.
14. The Owners Corporation is not a party to proceedings or aware of circumstances which may give rise to proceedings;
15. No proposal has been made for the appointment of an administrator;
16. The Owners Corporation has resolved to appoint a manager. The manager is Strata Plan Pty Ltd 8 International Square Tullamarine VIC 3043 Telephone: 1300 2 STRATA .

Strata Plan Pty Ltd.

**Statement of Financial Position**  
**As at 31/05/2010**

Owners Corporation PS611039Q

4 Weddel Court, Laverton North VIC 3026

**Current period**

**Owners' funds****Administrative Fund**

Operating Surplus/Deficit--Admin

5,097.10

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 5,097.10
**Maintenance Fund**

Operating Surplus/Deficit--Sinking

0.00

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 0.00
**Net owners' funds**


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**\$5,097.10**


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**Represented by:****Assets****Administrative Fund**

Cash at Bank--Admin

9,160.18

Receivable--Levies (Special)--Admin

2,834.45

Receivable--Owners--Admin

58.50

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 12,053.13
**Maintenance Fund**


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 0.00
**Unallocated Money**

Cash at Bank--Unallocated

79.40

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 79.40
**Total assets**


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**12,132.53**


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**Less liabilities****Administrative Fund**

Prepaid Levies--Admin

252.55

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 252.55
**Maintenance Fund**


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 0.00
**Unallocated Money**

Prepaid Levies--Unallocated

79.40

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 79.40
**Total liabilities**


---

 331.95
**Net assets**


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**\$11,800.58**


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## MODEL RULES FOR AN OWNERS CORPORATION

### 1 Health, safety and security

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

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

#### 1.2 Storage of flammable liquids and other dangerous substances and materials

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

#### 1.3 Waste disposal

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

### 2 Management and administration

#### 2.1 Metering of services and apportionment of costs of services

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

### 3 Use of common property

#### 3.1 Use of common property

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

#### 3.2 Vehicles and parking on common property

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

### **3.3 Damage to common property**

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

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

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

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

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

## **4 Lots**

### **4.1 Change of use of lots**

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

#### **Example**

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

## **5 Behaviour of persons**

### **5.1 Behaviour of owners, occupiers and invitees on common property**

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

### **5.2 Noise and other nuisance control**

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

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

## **6 Dispute resolution**

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

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

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

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

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

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

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

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

## **Owners Corporation Statement of Advice and Information for Prospective Purchasers and Lot Owners**

Schedule 3, Regulation 12, Owners Corporations Regulations 2007 OC 10 (12/07)

### **What is an Owners Corporation?**

The lot you are considering buying is part of an Owners Corporation. Whenever a plan of subdivision creates common property, an Owners Corporation is responsible for managing the common property. A purchaser of a lot that is part of an Owners Corporation automatically becomes a member of the Owners Corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an Owners Corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and Occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the Owners Corporation are responsible), you should closely inspect the plan of subdivision.

### **How are decisions made by an Owners Corporation?**

As an owner, you will be required to make financial contributions to the Owners Corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

### **Owners Corporation rules**

The Owners Corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, Occupiers or guests and grievance procedures.

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

### **Lot entitlement and lot liability**

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of Owners Corporation expenses that each Lot Owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

### **Further Information**

If you are interested in finding out more about living in an Owners Corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular Owners Corporation you are buying into you can inspect that Owners Corporation's information register.

### **Management of an Owners Corporation**

An Owners Corporation may be self-managed by the Lot Owners or professionally managed by an Owners Corporation Manager. If an Owners Corporation chooses to appoint a professional manager, it must be a Manager registered with the Business Licensing Authority (BLA).

If you are uncertain about any aspect of the Owners Corporation or the documents you have received from the Owners Corporation, you should seek expert advice.

## Notice of Minutes of the Annual General Meeting for Owners Corporation PS611039Q

The Annual General Meeting of the Owners Corporation was held at 8 International Sq, Tullamarine VIC 3043 on the 01/10/2009 at 11:00AM

**Election of Chair:** It was resolved that Simon Chamaa be elected as Chair of the meeting.

**Attendance & Apologies:**

Attendance - Ray Werden, Antoinette Fava and Simon Chamaa of Strata Plan  
With an attendance of 88% based on Members, a Quorum was Achieved.

**Report of Manager:**

The Managers report was read out and Approved.

**Appointment of Committee & Chairperson**

It was resolved that Antoinette Fava be elected as Chairperson of the Owner Corporation  
It was further resolved Ray Werden & Antoinette Fava, be elected as members of the committee.

**Minutes of Previous Meeting**

Moved by Ray Werden Seconded by Antoinette Fava Votes For ALL Against NIL  
Previous Minutes of Meeting were approved as accurate minutes of the Owners Corporation

**Financial Statement**

Moved by Ray Werden Seconded by Antoinette Fava Votes For ALL Against NIL  
Financial statement was approved as accurate records of the Owners Corporation  
As at 30.6.2009 Cash at bank balance \$6703.48 Net Assets \$6703.48

**Budget & Fees**

Moved by Ray Werden Seconded by Antoinette Fava Votes For ALL Against NIL  
It was resolved the Owners Corporation annual budget be set at \$20,200.00 effective from 1/7/2009  
It was resolved the fees be payable quarterly in advance due by 1<sup>st</sup> January, April, July & October  
It was resolved the Chairperson be delegated powers to raise levies (if required) to matters noted below in General Repairs & Maintenance.

**Insurance**

Moved by Ray Werden Seconded by Antoinette Fava Votes For ALL Against NIL  
It was resolved the Owners Corporation continue its current policy with CHU  
It was further resolved, the Manager obtain quotes prior to renewal, for review by the Chairperson.

**General Repairs & Maintenance**

Moved by Ray Werden Seconded by Antoinette Fava Votes For ALL Against NIL

**Plumbing:** Members noted the storm water pits seem to be blocked, and require unblocking/clearing.

- o Manager to arrange Aqua Blast to clear the drains

**Gardens:** Members noted their concern with garden mulch overflowing onto the common driveway, detracting from the appearance of the complex. It was resolved, in an effort to reduce overflow of mulch onto the driveway, to consider options such as boundary barriers, slats, mesh covers etc..

- o Manager to seek options from the Gardener, for review by the Chairperson

**Common Lighting:** The meeting discussed the lack of common area lighting, and sought to arrange quotes, and options to install bollards connect to a common meter, solar lighting, PE Cell system fitted to each tenant etc.. The meeting realized the costs involved to complete such an exercise, and sought to arrange quotes/proposal. Antoinette noted that a neighbouring occupier was an electrical contractor, and would also seek their opinion.

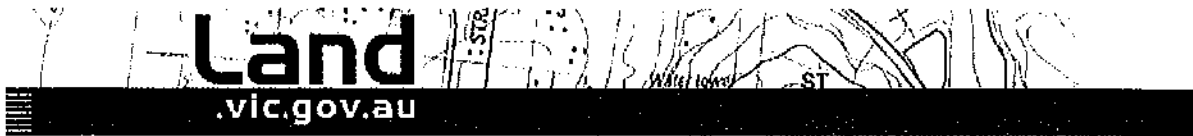
- o Manager to arrange quote to install common lighting

**Tenants Directory:** The meeting tabled the quote to install a Sign with the building number, visible from the street. It was agreed the sign should also include space for a tenants directory, to enable each tenant to display their company details.

- o Manager to arrange revision of the quote for review by the Chairperson.

Next Meeting scheduled for September 2010 - END OF MEETING

For & On Behalf of Owners Corporation PS611039Q  
Simon Chamaa



## Property Report from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 08 June 2010 02:20 PM

Address: 5/4 WEDDEL COURT LAVERTON NORTH 3026

Lot / Plan: Lot 5 PS611039

SPI (Standard Parcel Identifier): 5\PS611039

Local Government (Council): WYNDHAM Council Property Number: 173450

Directory Reference: Melway 39 D10

### Parcel Details

Lot/Plan or Crown Description	SPI
Lot 5 PS611039	5\PS611039

### State Electorates

Legislative Council: WESTERN METROPOLITAN (2005)

Legislative Assembly: ALTONA (2001)

### Utilities

Rural Water Business: Southern Rural Water

Metro Water Business: City West Water

Melbourne Water: inside drainage boundary

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

### Planning Zone Summary

Planning Zone: INDUSTRIAL 2 ZONE (IN2Z)

Planning Overlay: None affecting this land

### Further Planning Information

Planning scheme data last updated on 3 June 2010.

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

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

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

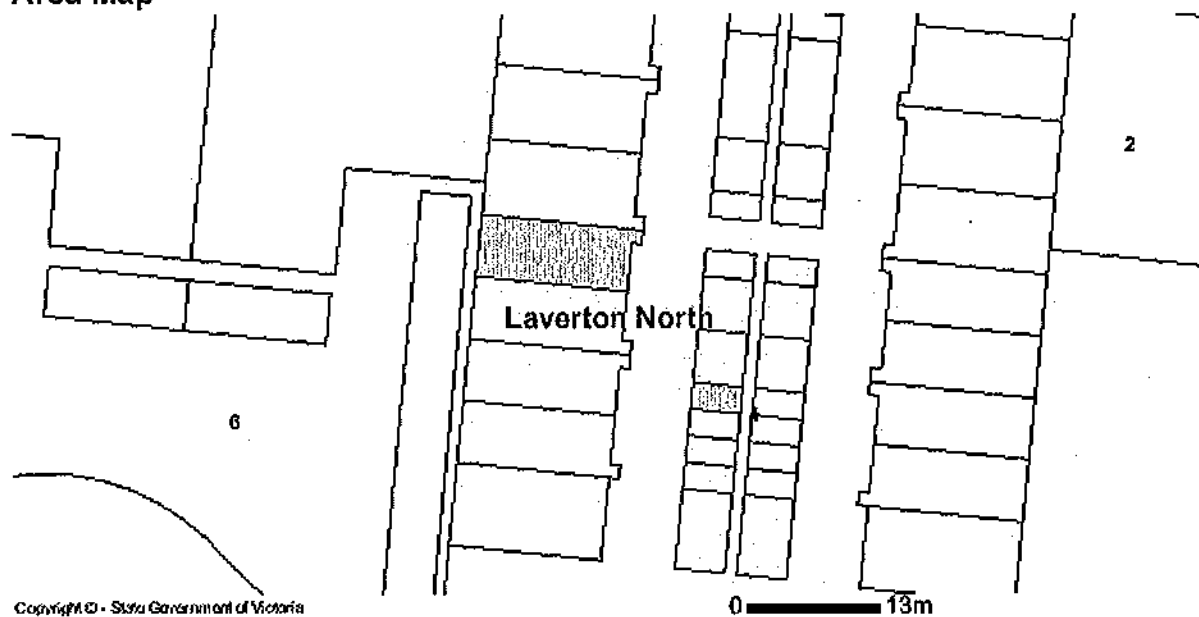
It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

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

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

For other information about planning in Victoria visit [www.dpcd.vic.gov.au/planning](http://www.dpcd.vic.gov.au/planning)

Area Map



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CERTIFICATE No: 5770378    DATE: 09/06/2010

# ROADS CERTIFICATE

**Client:**        Frenkel Partners  
                    DX: 30869 Stock Exchange

**Matter Ref:** MTF:WP:0811020  
**Vendor:**    WP INVESTMENT  
                    MANAGEMENT PTY LTD  
**Purchaser:**

**Subject Property:** LOT 5, 4 WEDDEL COURT LAVERTON NORTH VIC 3026

**Title Particulars:** Vol 11102 Fol 259

**Municipality:** WYNDHAM

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

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

# OCCUPANCY PERMIT

Building Act 1993, Building Regulations 2006  
Regulation 1008 Form 6

**checkpoint**  
building

**ISSUED TO (OWNER)**

Wp Investment Management Pty Ltd  
737 Burwood Road, Hawthorn Vic 3122

**PROPERTY DETAILS**

4 Weddel Court, Laverton Victoria 3028

**MUNICIPAL DISTRICT**

Wyndham City Council

**NATURE OF BUILDING WORK**

Proposed Twenty-Six (26) Warehouse Development

**BUILDING DETAILS**

PART OF BUILDING	BCA CLASSIFICATION	PERMITTED USE	ALLOWABLE FLOOR LOAD	NO. OF PEOPLE
Warehouse 01 - Ground Floor	7b	Warehouse	N/A	10
Warehouse 02 - Ground Floor	7b	Warehouse	N/A	10
Warehouse 03 - Ground Floor	7b	Warehouse	N/A	10
Warehouse 04 - Ground Floor	7b	Warehouse	N/A	10
Warehouse 05 - Ground Floor	7b	Warehouse	N/A	10
Warehouse 06 - Ground Floor	7b	Warehouse	N/A	10
Warehouse 07 - Ground Floor	7b	Warehouse	N/A	10
Warehouse 08 - Ground Floor	7b	Warehouse	N/A	10
Warehouse 09 - Ground Floor	7b	Warehouse	N/A	10
Warehouse 10 - Ground Floor	7b	Warehouse	N/A	10
Warehouse 11 - Ground Floor	7b	Warehouse	N/A	10
Warehouse 12 - Ground Floor	7b	Warehouse	N/A	10
Warehouse 13 - Ground Floor	7b	Warehouse	N/A	10
Warehouse 14 - Ground Floor	7b	Warehouse	N/A	10
Warehouse 15 - Ground Floor	7b	Warehouse	N/A	10
Warehouse 16 - Ground Floor	7b	Warehouse	N/A	10
Warehouse 17 - Ground Floor	7b	Warehouse	N/A	10
Warehouse 18 - Ground Floor	7b	Warehouse	N/A	10
Warehouse 19 - Ground Floor	7b	Warehouse	N/A	10
Warehouse 20 - Ground Floor	7b	Warehouse	N/A	10
Warehouse 21 - Ground Floor	7b	Warehouse	N/A	10
Warehouse 22 - Ground Floor	7b	Warehouse	N/A	10
Warehouse 23 - Ground Floor	7b	Warehouse	N/A	10
Warehouse 24 - Ground Floor	7b	Warehouse	N/A	10
Warehouse 25 - Ground Floor	7b	Warehouse	N/A	10
Warehouse 26 - Ground Floor	7b	Warehouse	N/A	10

checkpoint  
building

**ALTERNATIVE SOLUTION (IF APPLICABLE)**

An Alternative Solution was used to determine compliance with the following Performance Requirements of the BCA that relate to this project	
<b>ALTERNATIVE SOLUTION:</b>	<b>PERFORMANCE REQUIREMENT:</b>
1. To permit openings within 3.0m of the allotment boundary	CP1

**CONDITIONS**

Occupation is subject to the following conditions:
1. The Essential Safety Measures must be maintained in accordance with Appendix A, refer to the attached Schedule of Essential Safety Measures.
2. The owner shall be aware of the restrictions of the use of the building. Hazardous manufacturing, processes and storage (including combustible goods exceeding 1000m <sup>3</sup> or and 4m in storage height) may compromise the building use and required treatment (ie; sprinklers) for occupancies of excessive fire hazard. Refer to Table E1.6 of the Building Code of Australia 2006, for treatment of occupancies with excessive fire hazard.

**SUITABILITY FOR OCCUPATION**

The building or part of the building to which this permit applies is suitable for occupation.
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**DATE OF INSPECTION**

18/11/2008
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**RELEVANT BUILDING SURVEYOR**

Glen Glambattista
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**REGISTRATION NO.**

BS18808
---------


**BUSINESS**

Checkpoint Building Surveyors - 55 Little Lonsdale Street MELBOURNE
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**CERTIFICATE NO.**

18908/2007-000889
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**SIGNATURE**


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**DATE**

27/11/2008
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**NOTES:**

- In the case where this permit is issued in relation to building work it is evidence that the building or part of the building to which it applies is suitable for occupation. This occupancy permit is not evidence compliance with the Building Act 1993 or the Building Regulations 2006; and
- Regulation 1216 of the Building Regulations 2006 requires the owner of a building to maintain all essential services

# APPENDIX A – SCHEDULE OF ESSENTIAL SAFETY MEASURES

Building Act 1983, Building Regulations 2006

checkpoint  
building

Property Details: 4 Weddel Court, Laverton Victoria 3028  
Certificate No. 2007-000883

Table 11.1  
ESSENTIAL SAFETY MEASURES – BUILDING FIRE INTEGRITY

Essential safety measure	BCA provisions for determining standard of performance	Nature and or frequency of test or inspection
Building elements required to satisfy prescribed fire resistance levels	Section C, D1.12	Annual inspection for damage, deterioration, or unauthorised alteration
Materials and assemblies required to satisfy prescribed fire hazard properties	C1.10	Annual inspection for damage, deterioration, or unauthorised alteration
Elements required to be non-combustible, provide fire protection, compartmentation or separation	C2.5 to C2.14, G3.3, G3.11, D1.7 - D1.8, E1.3, G3.4	Annual inspection for damage, deterioration, or unauthorised alteration

Table 11.2  
ESSENTIAL SAFETY MEASURES – MEANS OF EGRESS

Essential safety measure	BCA provisions for determining standard of performance	Nature and or frequency of test or inspection
Paths of travel to exits	D1.6	Inspection every three months to ensure there are no obstructions and no alterations
Discharge from exits (including paths of travel from open spaces to the public roads to which they are connected)	D1.7, D1.9 to D1.11, D2.12, G4.3, G4.6, G4.7	Inspection every three months to ensure there are no obstructions and no alterations
Exits (including fire-isolated stairways and ramps, non-fire isolated stairways and ramps, stair treads, balustrades and handrails associated with exits, and fire-isolated passageways)	D2.2 to D2.3, D2.8 to D2.11inc., D2.13, D2.16 to D2.17	Inspection every three months to ensure there are no obstructions and no alterations



**Table 11.3  
 ESSENTIAL SAFETY MEASURES - SIGNS**

Essential safety measure	BCA provisions for determining standard of performance	Nature and or frequency of test or inspection
Exit signs (including direction signs)	D1.12, E4.6, E4.6, E4.8	Every six months to AS 2293.2-1995
Signs warning against the use of lifts in the event of fire	C3.6, D1.12	Annual inspection to ensure the warning sign is in place and legible

**Table 11.4  
 ESSENTIAL SAFETY MEASURES - LIGHTING**

Essential safety measure	BCA provisions for determining standard of performance	Nature and or frequency of test or inspection
Emergency lighting	E4.2, E4.4	Every six months to AS 2293.2-1995

**Table 11.5  
 ESSENTIAL SAFETY MEASURES - FIRE FIGHTING SERVICES AND EQUIPMENT**

Essential safety measure	BCA provisions for determining standard of performance	Nature and or frequency of test or inspection
Fire hydrant system (including on-site pump set and fire-service booster connection)	E1.3	Weekly to AS 1851 - 2005 Section 4 where pumps are installed or six monthly to AS1851 -2005 Section 4
Portable fire extinguishers	E1.6	Every six months to AS 1851-2005 Section 16.4