

\* sent to agent /  
client 16/11/2010

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## CONTRACT OF SALE

*Property: (Office) Lot \_\_\_\_\_, 2 Walker Street, Moonee Ponds, 3039*

### **FRENKEL PARTNERS** **LAWYERS**

**LEVEL 18, 500 COLLINS STREET, MELBOURNE VIC 3000**  
**DX 30889, STOCK EXCHANGE VIC**  
**Telephone (03) 9622 0999 • Facsimile (03) 9622 0988**  
**Email: [lturner@frenkels.com.au](mailto:lturner@frenkels.com.au)**

**CONTRACT OF SALE OF REAL ESTATE**

**IMPORTANT NOTICE TO PURCHASERS**

**Cooling-off period**

**Section 31, *Sale of Land Act 1962***

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

To end this contract within this time, 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.

If you end the contract in this way, you are entitled to a refund of all the money you paid EXCEPT for \$100.00 or 0.2% of the purchase price (whichever is more).

**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 solicitor 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 previously signed a similar contract for the same property
- You are an estate agent or a corporate body.

The conditions of this contract are contained in the attached -  
Particulars of Sale;  
Schedule;  
General Conditions; and  
Special Conditions (if any).

The Vendor sells and the Purchaser buys both the Property and the Chattels for the price and upon the conditions set out in this contract.

The Vendor's Statement required by Section 32(1) of the *Sale of Land Act 1962* is attached to, and included in, this contract.

Where the signature of any party to this contract is secured by an agent, the parties acknowledge being given a copy of this contract by the agent at the time of signing.

..... Vendor

..... Purchaser

## GENERAL CONDITIONS ("GC")

### Encumbrances

- 1.1 The Purchaser buys the property and the chattels subject to the encumbrances shown in Item 1 of the Schedule.
- 1.2 If the Purchaser is taking over an existing mortgage:-
  - (a) the Purchaser assumes liability for the mortgage;
  - (b) the price is satisfied to the extent of any mortgage money owing at the settlement date; 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.

### Loss or Damage Before Settlement

- 2.1 The Vendor carries the risk of loss or damage to the property and the chattels until settlement.
- 2.2 The Vendor must deliver the property and the chattels to the Purchaser at settlement date in their present condition (fair wear and tear excepted).
- 2.3 If any chattel is not in its present condition (fair wear and tear excepted) at settlement, the Purchaser is only entitled to compensation from the Vendor.

### Finance

3. If a lender is nominated in the Particulars of Sale this contract is subject to the lender approving the loan on the security of the property by the approval date or any later approval date allowed by the Vendor. The Purchaser may end the contract if the loan is not approved by the approval date only if the Purchaser:-
  - (a) has made immediate application for the loan;
  - (b) has done everything reasonably required to obtain approval of the loan;
  - (c) serves written notice ending the contract on the Vendor on or before two business days after the approval date, and;
  - (d) is not in default under any other condition of this contract when the notice is given.All money must be immediately refunded to the Purchaser if the contract is ended.

### Terms Contracts

4. If this is a "terms contract" as defined in section 2(1) of the *Sale of Land Act 1962*, then:-
  - (a) the Vendor must arrange the discharge of any mortgage affecting the land by the settlement date;
  - (b) all money payable under the contract must be paid to a duly qualified Legal Practitioner or a licensed Estate Agent to be applied towards discharging the mortgage;
  - (c) the Purchaser must pay interest to the Vendor from the settlement date upon the balance outstanding at the rate, on the days, and with the adjustments set out in Item 2 of the Schedule;
  - (d) the Vendor must apply instalments under this contract first to pay interest and then to reduce the balance owing.

### Nominee

5. If the contract says that the property is sold to a named Purchaser "and/or nominee" (or similar words), the named Purchaser may, at least 14 days before settlement date, 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.

### Payment

- 6.1 The Purchaser must pay all money (except the deposit) to the Vendor, the Vendor's Solicitor or at the direction of the Vendor.
- 6.2 The Purchaser must pay the deposit:-
  - (a) to the Vendor's Estate Agent or, if there is no Estate Agent, to the Vendor's Solicitor; or
  - (b) if the Vendor directs, into a special purpose banking account specified by the Vendor in the joint names of the Purchaser and the Vendor.
- 6.3 If the land sold is a lot on an unregistered plan of subdivision then the deposit:-
  - (a) must not exceed 10% of the price; and
  - (b) must be paid:-
    - (i) to the Vendor's Solicitor or Estate Agent to be held by the Solicitor or Estate Agent on trust for the Purchaser; or
    - (ii) if the Vendor directs, into a special purpose banking account in Victoria specified by the Vendor in the joint names of the Purchaser and the Vendoruntil the registration of the plan.

### Breach

7. 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.

#### **Time**

8. If the time for performing any action expires on a Saturday, Sunday or bank holiday, then time is extended until the next business day.

#### **General Conditions in Legislation**

- 9.1 The general conditions in Table A of the Seventh Schedule of the *Transfer of Land Act 1958* apply if the land is under the operation of that Act.
- 9.2 The general conditions in the Third Schedule of the *Property Law Act 1958* apply if the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.3 General Condition 9 in Table A or in the Third Schedule applies as if its second last sentence ended with the additional words, "as a resident Australian beneficial owner of the land".

#### **Conflict Between Conditions**

10. In case of a conflict between the conditions the order of priority is:-
- (a) any special conditions in this contract;
  - (b) general conditions in this contract;
  - (c) general conditions in legislation.

#### **Conditions**

11. These conditions prevail over the conditions in any earlier contract and any requisitions and answers properly made and given under that contract are deemed to be requisitions and answers properly made and given under this contract.

#### **Service**

12. Any document served by post is deemed to be served on the next business day after posting unless proved otherwise.

#### **Transfer and Settlement**

- 13.1 The Purchaser must provide the instrument of transfer required by General Condition 12 of Table A, or the assurance required by the Third Schedule (as the case may be), to the Vendor or the Vendor's Solicitor at least 10 days prior to the settlement date.
- 13.2 The Vendor must pay the bank fees on all bank cheques exceeding 3 that are required by the Vendor for settlement.

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

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

**VENDOR'S  
ESTATE AGENT**

of:	Ref:	
Ph:	Fax:	Mob:

**VENDOR'S  
SOLICITOR**

**FRENKEL PARTNERS LAWYERS**  
of Level 18, 500 Collins Street, Melbourne, Vic. 3000    Ref: Lyndal Turner  
Email: lturner@frenkels.com.au    Ph: 03 9622 0999    Fax: 03 9622 0988

**PURCHASER  
SOLICITORS**

of:	Ref:	
DX:	Ph:	Mob:

**VENDOR**

**WP INVESTMENT NO. 4 PTY LTD (A.C.N. 128 963 093)**  
Of 2/737 Burwood Road, Hawthorn, Victoria, 3122.

**PURCHASER**

of:	
Daytime Phone No.	After Hours Phone No.

**LAND**

Office Lot	and car park
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on Plan of Subdivision PS622035M, being part of the land described in  
Certificates of Title Volume 3825 Folio 969.

**PROPERTY  
ADDRESS**

The land together with all improvements known or to be known as:

Lot	2 Walker Street, Moonee Ponds, 3039
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**CHATTELS**

As set out in the Plans & Specifications.

**PRICE** \$ Plus GST apportioned to the Land and the building as per Special Condition 9,

**DEPOSIT** \$ being 10% of the Price paid on the Day of Sale.

**RESIDUE** \$

**PAYMENT OF RESIDUE** subject to any Special Condition, 10 Business Days after the later of notification to the Purchaser or the Purchaser's solicitors of:

- (a) the issuing of an Occupancy Permit; and
- (b) the Registration of the Plan by the Titles Offices,

or earlier by agreement

**SETTLEMENT DATE** is the date upon which vacant possession of the property is given, namely, upon acceptance of title and payment of the Price.

**DAY OF SALE** is the date of this contract namely / /200

**SCHEDULE**

- ITEM (1) (GC1)** Encumbrances to be assumed by the Purchaser –
- (a) All registered and unregistered easements and covenants.
  - (b) Any encumbrances created by Section 98 of the Transfer of Land Act 1958 or implied under the Subdivision Act.
  - (c) Any encumbrances referred and described on the Plan of Subdivision.
  - (d) All Section 173 Agreements and any encumbrances created under Section 173 Agreements
  - (e) The Owners Corporation Rules.
  - (f) The Lot Liability of the Property.
- ITEM (2) (GC4)** Not applicable

## **SPECIAL CONDITIONS ("SC")**

### **1. Definitions and Interpretation**

In this Contract, unless the context requires otherwise:

**"Bank"** means a bank authorised under section 9 of the Banking Act 1959 (Cwth);

**"Bank Guarantee"** means an unconditional and irrevocable guarantee or undertaking by a Bank to pay money to the Vendor without reference to the Purchaser, with an expiry date (if any) coincident with expiry of the Registration Period and Construction Period and in a form satisfactory to the Vendor and **"Bank Guarantor"** means the Bank giving such guarantee or undertaking;

**"Builder"** means the builder contracted to construct the Building or such other builder as the Vendor may nominate from time to time;

**"Building"** means all buildings, offices, car parks, lifts, structures and other improvements to be constructed on the Development Land;

**"Building Contract"** means the agreement between the Vendor and Builder for construction of the Building and Works;

**"Business Day"** means any day, which is not a Saturday, Sunday or a proclaimed public holiday in the State of Victoria;

**"Construction Period"** means the period expiring eighteen (18) months from the date of this Contract (or any later date set under Special Condition 2.5);

**"Deposit Bond"** means an unconditional and irrevocable undertaking by a reputable insurance company to pay money to the Vendor with out reference to the Purchaser, with an expiry date (if any) coincident with the expiry of the Registration Period and Construction Period and in a form satisfactory to the Vendor and the Vendor's financier and **"Bond Issuer"** means the Insurance company giving such undertaking;

**"Development Land"** means the whole of the land contained in Certificate of Title Volume 3825 Folio 969 and, where the context requires, includes the Property;

**"GST"** means tax payable under the GST Law;

**"GST Law"** means the goods and services system which is Australian law under the "A New Tax System (Goods and Services Tax) Act 1999" and associated legislation or any amendment or replacement of that Act or legislation;

**"Guarantee and Indemnity"** means the guarantee and indemnity annexed in Schedule "C";

**"Lot"** means all the Lots on the Plan of Subdivision whether they are Apartments or Office Lots;

**"Major Domestic Building Contract"** means a major domestic building contract as defined in section 3 of the Domestic Building Contracts Act 1995;

**"Marketing Activities"** means the activities by the Vendor and persons authorised by the Vendor or and agent of the Vendor for the purpose of sale of the Offices;

**"Occupancy Permit"** means an occupancy permit in accordance with Part V of the Building Act 1993;

**"Office Lot"** means the office generally described in the Plans and Specifications (including car park and storage areas) and identified by the address set out in the Particulars of Sale;

**"Owners Corporation"** means each of the Owners Corporations created on registration of the Plan of Subdivision or both of them (as the case may require) under the Owners Corporations Act 2006;

**"Owners Corporation Contributions"** means the amounts paid or payable to the Owners Corporation and any amounts paid by the Vendor on behalf of the Owners Corporation;

**"Plan of Subdivision"** means Plan of Subdivision PS622035M, a copy of which is included in the Vendor's Statement and includes any amendments or alterations made to the plans and any Restriction noted on the plans and the rules of the Owners Corporation;

**"Plans and Specifications"** means the plans in the Schedule "A" and Specifications in Schedule "B" which form part of the Specification, Fixtures, Fittings and Chattels, to which the Builder will be required to build the Offices and the Building, as varied from time to time under Special Condition 7.3;

**"Proposed Owners Corporation Rules"** means each set of Owners Corporation rules included in Schedule "D" to this Contract, as varied from time to time under Special Condition 18.1;

**"Registration Period"** means the period expiring eighteen (18) months from the date of this Contract (or any later date set under Special Condition 2.5);

**"Revenue Ruling"** means Revenue Ruling DA.048 issued by the State Revenue Offices of Victoria if applicable and includes any amendment thereto or replacement thereof;

**"Security Interest"** means any mortgage or charge or other similar right or power, as or in effect as security for the payment of a monetary obligation or the observance of any other obligation;

**"Statutory Conditions"** means for land under the Transfer of Land Act 1958, Table A of the Seventh Schedule to the Transfer of Land Act 1958.

**"Vendors Statement"** means the statement given by the Vendor under section 32 of the Sale of Land Act 1962, a copy of which is annexed to this Contract.

**"Works"** means the construction of the Property.

In this Contract, a reference to:

- (a) Any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any statutory instrument issued under, that legislation or legislative provision;
- (b) the singular includes the plural and vice versa;
- (c) an individual or person includes a corporation, firm, authority, government or governmental authority and vice versa;
- (d) any gender includes all genders;
- (e) a party to this Contract includes that party's executors, administrators, successors and permitted assigns; and
- (f) a condition, annexure or schedule is a reference to a condition, annexure or schedule of this Contract.
- (g) "Including" and similar expressions are not words of limitation.
- (h) Headings are for convenience of reference only and do not affect interpretation.
- (i) If the whole or any part of provision of this Contract is invalid or unenforceable, the validity or enforceability of the remaining provisions will not be affected.
- (j) No provision of this Contract which is capable of taking effect after settlement merges on settlement of this contract.
- (k) Any obligation on the part of two or more persons under this Contract binds all of them jointly and each of them severally.

- (l) If an act must be done on a specified day, which is not a Business Day, the act must be done on the Business Day immediately prior to that specified day.

**2. Conditions Precedent to Settlement**

Settlement of this Contract is conditional on:

- (a) registration of the Plan of Subdivision by the Registrar of Titles before the end of the Registration Period; and
- (b) construction of the Office under a Major Domestic Building Contract generally in accordance with the Plans and Specifications before the end of the Construction Period.
- (c) The Vendor entering into contracts of the sale of not less than three (3) Office Lots in the Building.

2.2. If the Plan of Subdivision is not registered before the end of the Registration Period, either the Vendor or the Purchaser may, but before the Plan of Subdivision is registered, terminate this contract by written notice served on the other.

2.3. If the Office is not constructed before the end of the Construction Period, either the Vendor or the Purchaser may, but before construction of the Office is completed, terminate this Contract by written notice served on the other.

2.4. If the Vendor has not entered into Contracts for the sale of three (3) Office Lots in the Building, the Vendor may, before 30 June 2010, elect to terminate this Contract by written notice served on the Purchaser.

2.5. If the construction of the Office of the Building or the registration of the Plan of Subdivision is, or is likely to be in the Vendor's reasonable opinion, delayed as a result of any one or more of the following events:

- (a) conditions or requirements being imposed by:
  - (i) any act or law; or
  - (ii) statutory, governmental or like body; or
  - (iii) a building surveyor or other building practitioner (as defined under the Building Act 1993),  
not foreseen by the Vendor;
- (b) delay by any statutory, governmental or like body or a building surveyor or other building practitioner (as defined under the Building Act 1993) in providing any necessary approvals or consents, if reasonable steps to obtain such approvals or consents have been taken;
- (c) strikes or lockouts affecting any persons employed in the construction of the Office or Building or the supply of materials or services to be used in the construction of the Office or Building;
- (d) riots, civil commotion, terrorist attacks, malicious damage, burglary or theft;
- (e) any act of God, fire, flood, storm, tempest, lightning, earthquake or explosion or unusually inclement weather; or
- (f) any other cause beyond the control of the Vendor or the Builder,

the Registration Period or Construction Period or both (as the case may be) will be extended by such periods as the Vendor (acting reasonably) may notify the Purchaser of from time to time.

2.6. If this Contract is terminated under either of Special Conditions 2.2 or 2.3:

- (a) all money paid by the Purchaser on account of the Price will be refunded to the Purchaser;
- (b) where the Deposit has been paid by way of Bank Guarantee or Deposit Bond under Special Condition 14, the Bank Guarantee or Deposit Bond will be returned to the Purchaser or the Bank Guarantor or Bond Issuer (as the case may be) for cancellation; and
- (c) the Purchaser will not be entitled to any compensation from the Vendor in respect of any losses, costs, fees or other expenses paid or incurred by the Purchaser in relation to this Contract.
- (d) the Vendor is entitled to any interest which accrues on any monies paid by the Purchaser on account of the Price, unless the Purchaser is entitled to a refund of such money, in which case the Purchaser is entitled to interest. For the purpose of this Special Condition, "interest" means the difference between all interest payable in respect of the money paid by the Purchaser and all stamp and other duties payable in respect of that money.

2.7 Subject to the Purchaser's rights under the Sale of Land Act 1962 and under Special Condition 2.2 and 2.3, the Purchaser agrees not to make any objection, requisition or claim because of anything contemplated by this Special Condition 2.

### 3. Matters to which Land is subject

3.1 The Purchaser buys the Land subject to:

- (a) the encumbrances described in Item 1 of the Schedule;
- (b) the provisions of the Subdivision Act 1988, including any easements (whether express or implied) affecting the Land by virtue of that Act;
- (c) the rules of the Owners Corporation that are in force from time to time;
- (e) the schedules of unit entitlement and liability on the Plan of Subdivision;
- (f) any restrictions imposed on the Land by:
  - (i) any Act, order, regulation, by-law or planning scheme affecting the Land;  
or
  - (ii) any governmental, semi-governmental or judicial entity; and
- (g) any easement or other right held or claimed by any statutory authority or supply authority or company.
- (h) any Section 173 Agreements

### 4. Vendor's rights to create further encumbrances and restrictions

4.1 The Purchaser acknowledges that the Vendor:

- (a) may be required to:
  - (i) enter leases with statutory authorities, supply authorities or companies or other entities; and
  - (ii) create easements, enter licences, enter covenants and grant or create other like rights or restrictions,
  - (iii) enter into Section 173 Agreements which may be registered and run with the Land

to enable either or both certification and registration of the Plan of Subdivision;  
and

(b) may require the Purchaser to create in the instrument of transfer of the Land such easements or covenants which burden the Land, which are necessary or desirable for the development and proper functioning of the Building.

4.2 Subject to the Purchaser's rights under the Sale of Land Act 1962, the Purchaser will not make any objection, requisition or claim nor rescind, terminate or delay settlement of this Contract because of anything contemplated by Special Condition 4.1.

## 5. Plan of Subdivision and Identity of Land

5.1 The Vendor may make amendments and alterations to the Plan of Subdivision necessary to obtain the certification or registration of the Plan of Subdivision or which the Vendor considers to be reasonably necessary.

5.2 The Vendor will notify the Purchaser within a reasonable time of any amendment or alteration to the Plan of Subdivision which the Vendor in its absolute discretion deems to materially and detrimentally affect the Purchaser.

5.3 Subject to the Purchaser's rights under the Sale of Land Act 1962, the Purchaser will not make any objection, requisition or claim nor rescind, terminate or delay completion of this Contract because of:

(a) any amendment or alteration to the Plan of Subdivision which does not materially and detrimentally affect the Purchaser; or

(b) any alleged misdescription of the Land or deficiency in its area or measurements; or

(c) any re-numbering of lots on the Plan of Subdivision; or

(d) the consolidation of the car park lots and storage lots with Office Lots,

nor will the Purchaser call upon the Vendor to amend title or pay all or any part of the cost of doing so and condition 3 of the Statutory Conditions does not apply to this Contract.

5.4 For the purposes of Special Conditions 5.2 and 5.3, the Purchaser agrees that an alteration to the Plan of Subdivision which results in a change to the area of the Office of less than 5% does not materially and detrimentally affect the Purchaser.

5.5 Should there be a material and detrimental amendment within Special Condition 5.2, due to a change to the area of the Office of more than 5% as determined by the Vendor's architect, then the Purchaser may not rescind the Contract and Special Condition 5.3 shall not apply. Instead the Price will be adjusted as follows:

$$AP = \frac{A}{I} \times P$$

Where:

AP = is the adjusted price

A = is actual dimension of the Office as certified by the Vendor's architect

I = is the initial size of the Office as certified by the Vendor's architect

P = is the Purchase Price in the contract

The determination and certification by the Vendor's architect shall be binding.

## 6. Natural Surface Levels

6.1 For the purposes of section 9AB of the Sale of Land Act, the Purchaser acknowledges that:

(a) the plan of existing surface levels included in the Vendor's Statement discloses the natural surface level of the land in the Plan of Subdivision prior to commencement of construction; and

(b) the construction of the Building after the Day of Sale will affect the natural surface level of the land in the Plan of Subdivision to the extent disclosed in the elevation drawings, namely to the extent required to level the land and construct upon it.

**7. Construction by Builder**

**7.1 The Purchaser acknowledges and agrees that, although:**

- (a) part of the Price includes an amount in respect of the construction of the Office on the Land; and**
- (b) this Contract provides for the Office to be constructed under a Major Domestic Building Contract,**

**nothing in this Contract will be construed as imposing on the Vendor any obligation in relation to construction, which will make this Contract a Major Domestic Building Contract.**

**7.2 The Vendor represents to and the Purchaser acknowledges that, to the extent it is necessary to do so by law:**

- (a) The Office will be constructed by the Builder under a Major Domestic Building Contract;**
- (b) subject to Special Condition 7.3, the Office will be completed generally in accordance with the Plans and Specifications by the Settlement Date;**
- (c) on completing the purchase of the Property under this Contract, the Purchaser will have (as the Vendor's successor in title) the benefit of the warranties by the Builder concerning construction of the Offices specified in section 8 of the Domestic Building Contracts Act 1995; and**
- (d) any defects and other faults in the construction of the Office (excluding minor shrinkage and settlement cracks) due to faulty materials or poor workmanship, of which the Purchaser has given the Vendor written notice within 12 weeks from the Settlement Date, will be repaired in a proper and workmanlike manner by the Builder at the Builder's expense as soon as practicable after written notice is given.**

**7.3 The Purchaser acknowledges and agrees that the Plans and Specifications may be varied or altered by the Vendor or the Builder from time to time in any manner the Vendor or the Builder (as the case may be) considers necessary or desirable, including by substituting any of the fixtures, fittings, finishes and appliances specified in the Plans and Specifications with fixtures, fittings, finishes or appliances of like quality.**

**7.4 Nothing in this contract shall require the Vendor to vary the terms or conditions of any Major Domestic Building Contract with the Builder.**

**7.5 The Vendor will notify the Purchaser within a reasonable time of any variation or alteration to the Plans and Specifications which the Vendor in its absolute discretion deems to materially and detrimentally affect the Purchaser.**

**7.6 The Purchaser may terminate this Contract by written notice to the Vendor within 21 days of notification under Special Condition 7.5.**

**7.7 If the Purchaser lawfully terminates this Contract under Special Condition 7.6:**

- (a) all money paid by the Purchaser on account of the Price will be refunded to the Purchaser; and**
- (b) where the Deposit (or any part of it) has been paid by way of Bank Guarantee or Deposit Bond under Special Condition 14, the Bank Guarantee or Deposit Bond will be returned to the Purchaser or the Bank Guarantor or Bond Issuer (as the case may be) for cancellation; and**
- (c) the Purchaser will not be entitled to any compensation from the Vendor in respect of any losses, cost, fees or other expenses paid or incurred by the Purchaser in relation to this Contract.**
- (d) the Vendor is entitled to any interest which accrues on any monies paid by the Purchaser on account of the Price, unless the Purchaser is entitled to a refund of such money, in which case the Purchaser is entitled to interest. For the purpose of this**

Special Condition, "interest" means the difference between all interest payable in respect of the money paid by the Purchaser and all stamp and other duties payable in respect of that money.

7.8 Notwithstanding Special Condition 7.1 if this Contract is found or deemed by the Domestic Building Tribunal or by a court having competent jurisdiction to be a Major Domestic Building Contract the Purchaser agrees and acknowledges that it shall join with the Vendor to vary the terms of this Contract so that this Contract complies with the Domestic Building Contracts Act 1995 (as amended) or any other applicable legislation and the Purchaser shall not make any objection requisition or claim compensation for any alleged non-compliance nor shall any such variation to this Contract constitute a defect in the Vendor's title.

#### 8. Title to Issue

If, on the Settlement Date, the certificate of title for the Land:

- (a) has not issued; or
- (b) is not available from the Land Registry, the Purchaser must accept an order to register the instrument of transfer of land endorsed on that instrument by the Vendor's Solicitors.

#### 9. Value of Land & Building

9.1 The Vendor will provide to the Purchaser on the Settlement Date an off the plan sales statutory declaration (Form 4A) for the purposes of section 21 of the Duties Act 2000.

9.2 The Purchaser acknowledges that the land is part of a high rise class of building and that the Vendor intends to adopt the whole of project approach and the fixed percentage method for calculating the off the plan stamp duty concession.

9.3 The Purchaser further acknowledges that the deemed building works component of the price as determined by the Commissioner of State Revenue's Ruling DA.048 is 75%.

9.4 The Vendor will calculate the percentage of the building works carried out at the Day of Sale and will insert this percentage into the Form 4A.

9.5 Neither the Vendor nor anyone on the Vendor's behalf is authorised to or has provided to the Purchaser an estimate of the stamp duty payable under this Contract.

#### 10. Statutory Obligations and Notices

10.1 The Purchaser acknowledges that:

- (a) prior to execution of this Contract and any document relating to this sale, the Purchaser received a signed Vendor's Statement from the Vendor or the Vendor's Estate Agent; and
- (b) at the time of signing this Contract, the Purchaser received a copy of this Contract.

10.2 Condition 15 of the Statutory Conditions will not apply to this Contract and the Purchaser will only assume liability for compliance with any notices or orders relating to the Property (other than those referring to apportionable outgoings) which are made or issued after Settlement Date.

#### 11. Purchaser Not To Lodge Caveat

11.1 The Purchaser will not prior to registration of the Plan lodge or allow a nominee or any other person claiming through it or acting on its behalf to lodge any caveat with respect to the Purchaser's interest under this contract.

11.2 The purchaser hereby appoints the Vendor as its attorney for the purpose of withdrawing any caveat lodged in breach of Special Condition 11.1. This appointment will not be affected by the rescission or termination of this contract by either party.

- 11.3 The Purchaser acknowledges that a breach of Special Condition 11.1 will cause damage to the Vendor and hereby indemnifies the Vendor in respect of any loss damage cost and expense which the Vendor may incur as a result of such breach (including the costs of withdrawing a caveat in accordance with Special Condition 11.2). The provision and the right of the Vendor to be indemnified by the Purchaser will not be affected by the rescission or termination of this contract by either party.
- 11.4 The Purchaser acknowledges that if it breaches this Special Condition 11, a copy of this contract may be tendered by the Vendor to a Court of competent jurisdiction as the irrevocable consent by the Purchaser to summary and final judgment for orders for the removal of any such caveat from the title to the Land and for the payment by the Purchaser of the Vendor's costs of any such application to the Court, on a solicitor/client basis.

## **12. Foreign Acquisitions and Takeovers Act 1975 (Cth)**

- 12.1 The Purchaser warrants that the provisions of the Foreign Acquisition and Takeover Act 1975 (Cth) requiring the obtaining of consent to this Contract do not apply to the Purchaser of this Contract.
- 12.2 If there is a breach of the warranty contained in Clause 12.1 (whether intentional or not) the Purchaser agrees to indemnify and to compensate the Vendor for all costs which may be incurred by the Vendor as a consequence of such a breach.
- 12.3 This warranty and indemnity will not merge on completion of this Contract.

## **13. Deposit**

- 13.1 The Deposit must be paid to the Vendor's Solicitors and held by them on trust for the Purchaser until Registration of the Plan.
- 13.2 The Purchaser authorises the Vendor's Solicitors to invest the Deposit in a separate interest bearing trust account at a Bank under Section 24 of the Sale of Land Act 1962
- 13.3 The Vendor is entitled to any Interest earned on the Deposit. If the Purchaser lawfully terminates this contract due to a breach by the Vendor, the Vendor must pay to the Purchaser interest in accordance with Special Condition 7.7.
- 13.4 If the Purchaser does not give its tax file number to the Vendor's Solicitors and if the Purchaser is entitled to any money under Special Condition 13.3 the Vendor may retain holding tax due on the amount payable to the Purchaser.
- 13.5 Neither the Vendor nor the Vendor's Solicitors are liable to the Purchaser under any circumstances if withholding tax is deducted under this Special Condition 13.
- 13.6 If the Purchaser does not pay the full Deposit by the date specified in the Particulars of Sale, then the Vendor may end this contract immediately and condition 5 of the Statutory Conditions shall not apply to this contract. If this contract is ended by the Vendor under this Special Condition, the Vendor is entitled to retain the deposit paid by the Purchaser and such Deposit shall be forfeited to the Vendor as its absolute property, and the Vendor will be entitled to recover any part of the Deposit unpaid at that date.

## **14. Bank Guarantee**

- 14.1 The Purchaser may (with the approval of the Vendor) pay the Deposit or any part of the Deposit by way of a Bank Guarantee issued by an organisation approved of by the Vendor and on terms and conditions approved of by the Vendor.
- 14.2 If the Purchaser pays (and the Vendor approves the payment of) the Deposit or any part of the Deposit by way of a Bank Guarantee and the term ("Term") of the Bank Guarantee expires, or will expire, on or before the date 3 months after the Registration Period, the Purchaser must either:
- (a) provide evidence satisfactory to the Vendor that it has effectively extended the Term so that it ends at least three months after the end of the Registration Period or on such other date required by the Vendor, or so that it no longer has an expiry date; or

- (b) deliver to the Vendor's Solicitors a replacement Bank Guarantee complying with Special Condition 14.1 but either with an expiry date no earlier than three months after the end of the Registration Period or on such other date required by the Vendor, or without an expiry date

no later than 2 months before the end of the Term, and such extended or replacement Bank Guarantee will be held subject to the terms of this contract, including this Special Condition.

- 14.3 If the Registration Period is extended under this contract, then the Purchaser must within 21 days after being notified of the extended date, give the Vendor a substitute Bank Guarantee on the same terms and in the same form as the Bank Guarantee previously provided, except that the expiry date must be no earlier than three months after the extended date.
- 14.4 If the Purchaser fails to comply with Special Condition 14.2 or 14.3, the Purchaser will be in default under this contract. Apart from any other rights of the Vendor arising from such default, the Vendor may immediately and without notice call on the Bank Guarantee, and the amount received by the Vendor must be held as if paid by the Purchaser as the Deposit or part of the Deposit (as the case may be).
- 14.5 If the Purchaser pays the Deposit or any part of the Deposit by way of a Bank Guarantee:
- (a) the Purchaser must pay the Vendor by unendorsed bank cheque the amount of the Deposit:
- (i) at settlement; or
- (ii) if the Vendor rescinds this contract as a result of a default by the Purchaser or the Vendor otherwise serves a valid notice claiming forfeiture of the Deposit, within five days after service of that notice.
- (b) if the Purchaser does not comply with Special Condition 14.5 (a), the Vendor will be entitled to call on the Bank Guarantee without notice to the Purchaser and the amount received shall be treated as if it were the Deposit or part of the Deposit (as the case may be) paid by the Purchaser before rescission of the contract, and, subject to the Sale of Land Act 1962, shall be retained by the Vendor in its own right.
- 14.6 If the Purchaser fails to comply with Special Condition 14.5(a)(i) then, without prejudice to the Vendor's other rights:
- (a) the Vendor is not obliged to complete this contract until the Purchaser complies with Special Condition 14.5(a)(i); and
- (b) the Purchaser must pay interest on the Residue for the period from the date for payment of the Residue until this contract is completed.
- 14.7 The Party entitled to the Deposit on settlement, termination or rescission of this contract (whichever occurs) bears the risk of loss of the Deposit.
- 14.8 The provisions of this Special Condition 14 apply to Deposit Bonds as if the expression "Bank Guarantee" wherever it occurs in this Special Condition was replaced with the expression "Deposit Bond".
- 14.9 Where a Deposit Bond is provided to the Vendor by the Purchaser, the Vendor may at any time prior to settlement, request that the Deposit Bond be replaced with a cash deposit or a Bank Guarantee.
- 15. Vendor Warranties**
- 15.1 The Vendor warrants that these Special Conditions 15.1 to 15.6 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.
- 15.2 The warranties in Special Condition 15 replace the purchaser's right to make requisitions and inquiries.

**15.3 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.
- (g) The Vendor further warrants that the Vendor has no knowledge of any of the following:
  - i. public rights of way over the Land;
  - ii. easements over the Land;
  - iii. lease or other possessory agreement affecting the Land;
  - iv. 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;
  - v. legal proceedings which would render the sale of the Land void or voidable or capable of being set aside.

**15.4** The warranties in Special Condition 15.3 are subject to any contrary provisions in this contract and disclosures in the Vendor's Statement.

**15.5** If sections 137B and 137C of the Building Act 1993 apply to this Contract, the Vendor warrants that:

- i. 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
- ii. 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
- iii. 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.

**15.6** Words and phrases used in Special Condition 15 which are defined in the Building Act 1993 have the same meaning in Special Condition 15.

**16. Guarantee and Indemnity**

**16.1** Where the Purchaser is a corporation (except a corporation listed on an Australian Stock Exchange) the Purchaser must within two (2) Business Days from the Day of Sale procure the execution and delivery to the Vendor of a guarantee and indemnity in the form annexed in Schedule C by all the directors and principal shareholders of the Purchaser.

**16.2** Where the Purchaser nominates a corporation (except a corporation listed on the Australian Stock Exchange) in accordance with General Condition 5 the Purchaser must within five (5) Business Days from the nomination, procure the execution and delivery to the Vendor of a guarantee in the form annexed in Schedule C (or if none is annexed in the form required by the vendor's solicitors) by all the directors and principal shareholders of the nominated corporation.

**17. Owners Corporation Matters**

**17.1 The Purchaser acknowledges and agrees that:**

- (a) the Vendor proposes (but is not obliged) to cause the Owners Corporation to pass a special resolution or resolutions to adopt the Proposed Owners Corporation Rules and that the Purchaser will be bound by those rules;
- (b) the Vendor, having regard to the interests of the Owners Corporation and the proper functioning of the Building, may alter the Proposed Owners Corporation Rules before they are adopted;
- (c) the Vendor may assign to the Owners Corporation or may cause the Owners Corporation to enter into long-term agreements for the supply of utilities or services to the Building;
- (d) the Vendor may convene the first meeting of the Owners Corporation prior to the settlement date and may appoint a manager to the Owners Corporation in that meeting.

**17.2 The Purchaser will not make any objection, requisition or claim or rescind, terminate or delay settlement of this Contract because of anything contemplated by Special Condition 17.1.**

**17.3 While the Vendor remains the owner or occupier of any or parts of the building, the Purchaser agrees that:**

- (a) the Purchaser will not exercise any of its rights or powers as a member of the Owners Corporation or any committee of the Owners Corporation in such a way as:
  - (i) to hinder the completion of the construction of the Building; or
  - (ii) to delay, impede or prevent the granting of any planning or other approval for any part of the development; or
  - (iii) to hinder the Vendor's Marketing Activities; or
  - (iv) to delay, impede or prevent the passage of the special resolution to adopt the Proposed Owners Corporation Rules or such other rules as the Vendor may wish to be adopted; or
  - (v) to delay, impede or prevent the Owners Corporation being assigned or entering into any agreement contemplated by Special Condition 17.1; or
  - (vi) is contrary to the reasonable directions of the Vendor from time to time.
- (b) the Proposed Body Corporate Rules or such other rules as are adopted will not apply to or be enforceable against the Vendor or the Builder (or their respective agents, employees and contractors and related bodies corporate) where to do so would delay, impede or prevent the Repair Works, the Ongoing Works or the Marketing Activities being carried out.

**17.4 If the Purchaser sells the property while the Vendor remains owner or occupier of any part of the building, the Purchaser must ensure that its successors in title confer upon the Builder and the Vendor the respective rights conferred on them in Special Condition 17. For the avoidance of doubt, the Purchaser acknowledges and agrees this Special Condition 17 will survive settlement.**

**18. Goods and Services Tax**

**18.1 The Purchase Price is exclusive of GST.**

**18.2 The Vendor and the Purchaser acknowledge and agree that the Vendor is registered for GST.**

- 18.3 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.
- 18.4 The GST margin scheme is not available.
- 18.5 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.

## 19. Capacity

19.1 If the Purchaser being a company:

- (a) resolves to go into liquidation;
- (b) has an application for its winding up presented and not withdrawn within 30 days of its presentation;
- (c) enters into any scheme of arrangement with its creditors under the relevant provisions of the Corporations Act or any similar legislation; or
- (d) has a liquidator, provisional liquidator, receiver, receiver and manager or administrator appointed,

the Purchaser will be taken to have repudiated its obligations under this Contract and the Vendor may, without limiting in any way the Vendor's other rights or remedies, accept such repudiation and rescind this Contract at any time before settlement in which case the provisions of Conditions 6(3) (b) and 7 of the Statutory Conditions shall apply.

## 20. Entire Agreement

20.1 This Contract contains the entire agreement between the parties as at the Day of Sale, notwithstanding any negotiations or discussions held or documents signed or brochures produced prior to the Day of Sale.

20.2 The Purchaser acknowledges that:

- (a) in entering into this Contract, the Purchaser has not relied on any warranty or representation made by or any other conduct of the Vendor or any person on behalf of the Vendor, except as set out in this Contract; and
- (b) the Purchaser is relying entirely upon its own enquires with respect to the Property.

## 21. General Conditions

General conditions 1.2, 2.2, 2.3, 3, 4 and 13.2 do not apply to this Contract.

## 22. Adjustments

- (a) Where any adjustment must be made under Condition 9 of the Statutory Conditions in relation to any outgoings, all adjustments between the parties must be made on the basis that the Purchaser is liable for the proportion of the outgoings which the lot liability of the Property bears to the total liability of all lots comprising the Plan of Subdivision
- (b) Any proportion of outgoings payable in respect of the Property will be adjusted between the Vendor and the Purchaser on the basis that they have been or will be paid by the Vendor.
- (c) The Vendor will prepare a statement of adjustments to be made under condition 9 of the Statutory Conditions and this Special Condition 22 (the "Statement of Adjustments") and will forward the Statement of Adjustments to the Purchaser or the Purchaser's Solicitor five clear Business Days prior to the Settlement Date.
- (d) If the Purchaser does not object to the Statement of Adjustments within two clear Business Days after receipt of the Statement of Adjustments, any rectification which

may be required to the Statement of Adjustments must only be made after the Settlement Date. The Purchaser must not delay completion of this Contract because of any minor error to the Statement of Adjustments.

- (e) Notwithstanding anything in condition 9 of the Statutory Conditions, land tax will be adjusted in accordance with this Special Condition 22(e). The Purchaser acknowledges that the State Revenue Offices may group all the lots in the Plan and assess land tax against the Vendor in respect of the property based upon the aggregate of the unimproved values of each lot in the Plan. Notwithstanding that on a single holding basis no land tax may be assessable in relation to the Land the Purchaser agrees that it will at settlement pay the Vendor for land tax on the Land calculated by using the following formula:

Where: 
$$A = \frac{L \times U}{T}$$

A = land tax payable by the purchaser in respect of the Land

L = land tax assessed in relation to all lots in the Plan

U = lot liability of the land

T = total lot liability of all lots in the Plan

### 23. Assignment

- 23.1 The Vendor may at any time without the consent of the Purchaser assign its interest in the Land (or any part of it) to another person or entity.

If the Vendor assigns the Land as contemplated by Special Condition 23.1, then the Vendor must deliver to the Purchaser: -

- (a) notice of assignment of this Contract; and
- (b) a deed signed by the assignee, under which the assignee agrees to be bound by the obligations of the Vendor under this Contract.

- 23.3 Upon delivery to the Purchaser of notice and deed in accordance with Special Condition 23.2:

- (a) the Vendor is released from all liabilities and obligations to the Purchaser under this Contract; and
- (b) the Purchaser (and the guarantor, if any) becomes bound by the terms of this Contract to the assignee, as if the assignee were named in this Contract instead of the Vendor.

### 24. Dispute Resolution

- (a) Should there be any disagreement arising between the Vendor and the Purchaser and provision is made for resolution of the disagreement in accordance with this Special Condition, either party may give written notice of the disagreement to the other party. The notice shall state that it is a notice under this Special Condition and shall specify the disagreement concerned (the "Notice").
- (b) If a disagreement which is the subject of a Notice is not settled by agreement between the parties within five clear Business Days of service of the Notice, then either party may by further notice in writing submit such a disagreement to an independent expert who shall be agreed upon by the parties, or if no such agreement can be reached within ten clear Business Days of service of the Notice, the Chairman of the Institute of Arbitrators Australia (Victoria Chapter) or his nominee shall nominate and appoint an independent expert who shall have experience in the relevant field of the disagreement.
- (c) The independent expert shall deliver his determination supported by reasons and in doing so shall be deemed to act as an expert and not as an arbitrator.
- (d) The independent expert's fee shall be borne equally by the parties.
- (e) The independent expert's determination shall be binding on the Vendor and the Purchaser.

## **25. Settlement**

### **25.1 Pre-Settlement Inspection**

- (a) Condition 15 of the Statutory Conditions does not apply to this contract.
- (b) The Purchaser may inspect the condition of the Property before the Settlement Date by making an appointment with the Agent.
- (c) The Purchaser acknowledges that:
  - (1) the Land contains a substantial number of Lots.
  - (2) some or all of the Lots may be sold with completion of those sale to take place at or about the same time as the Settlement Date under this Contract; and
  - (3) the Vendor, therefore, retains the right in its absolute discretion to:
    - (A) set the time and date of the Purchaser's inspection appointment;
    - (B) limit the time spent during an inspection appointment;
    - (C) limit the number of persons attending an inspection appointment; and
    - (D) limit the number of additional inspection appointments after the first appointment,

to make sure that inspection appointments by all purchasers of the Lots will be carried out in a safe and orderly manner.

### **25.2 Time and Place**

On the Settlement Date settlement shall be effected prior to 3.00pm at the Offices of the Vendor's Solicitors or at any other place nominated by the Vendor's Solicitors.

### **25.3 Bank Cheque**

The Purchaser must pay to the Vendor at settlement the Residue as adjusted any deductions made in accordance with this Contract by an unendorsed bank cheque or cheques in favour of the Vendor or otherwise as the Vendor or the Vendor's Solicitors direct in writing

### **25.4 Late Settlement**

If settlement occurs after 3.00pm on the Settlement Date, the Purchaser is deemed for the purpose of condition 4 of the Statutory Conditions to be in default in payment of the Price (less any amount of the Deposit paid in cash or by cheque) until the following Business Day.

## **26. Default Interest**

Condition 4 of the Statutory Conditions shall be read and construed as if:

- (a) "on demand made by the offended party" is deleted; and
- (b) "four per cent" is substituted for "two per cent".

## **27. Corporate Charges**

The Purchaser shall not be entitled to call for or to receive at Settlement or at any other time a Form 312 or any other release or discharge with respect to any charge registered over the Vendor in respect of the Property at the Australian Securities and Investment Commission. The Purchaser acknowledges that the Purchaser will at its own expense arrange for registration of any Form 312 or any other release or discharge provided by the Vendor pursuant to this Special Condition 27.

**28. Delivery of Form of Transfer of Land**

**28.1 Time for delivery**

The Purchaser must deliver the Transfer of Land to the Vendor's Solicitors not less than ten clear Business Days prior to the date for payment of the Balance of the Price.

**28.2 Consequences of failure to deliver the Transfer of Land on time**

- (a) If the Purchaser fails to comply with Special Condition 28.1 the Vendor is not obliged to complete this Contract until seven clear Business Days from the date on which the Transfer is delivered by the Purchaser to the Vendor's Solicitors.
- (b) If the Vendor completes this Contract after the due date in accordance with paragraph (a) the Purchaser shall be deemed to have made default in payment of the balance from the due date for payment of the Balance until the date on which the vendor is obliged to complete this Contract as determined upon the application of this Special Condition.

**29. General**

29.1 The Purchaser must pay any costs and expenses incurred by the Vendor due to the failure of the Purchaser to observe or perform any of the terms and conditions of this Contract.

29.2 Each party must do all things, including executing and delivering any document, necessary or desirable or reasonable to give effect to this Contract.

29.3 Any notice or other communication including, but not limited to, any request, demand, consent or approval, to or by a party:

- (a) must be in legible writing and in English addressed to its address as shown in this Contract or to any other address specified by any party to the sender by notice;
- (b) must be signed by the sender or on its behalf by the sender's solicitors;
- (c) is deemed to be given by the sender and received by the addressee:

(1) if by post, two clear Business Days from and including the date of postage to the addressee; or

(2) if by facsimile transmission, when transmitted to the addressee,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00pm (addressee's time) it is deemed to be duly given on succeeding Business Day; and

- (d) can be relied upon by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.

29.4 If it is held by any court of competent jurisdiction that:

- (a) any part of this Contract is void, voidable, illegal or otherwise unenforceable; or
- (b) this contract would be void, voidable, illegal or otherwise unenforceable unless any part of this contract is severed from this Contract,

then that part will be severed from this Contract and will not affect the continued operation of the rest of this contract.

29.5 Any provision of this Contract which is capable of taking effect after completion of this Contract will not merge on completion of this Contract and will continue in full force and effect.

29.6 A waiver of any breach of this Contract or of any of the terms of this Contract is not effective unless that waiver is in writing and is signed by the party granting the waiver. A waiver of a breach does not operate as a waiver of any other breach.

### 30. Connection of Services

The Purchaser:

30.1 acknowledges that the services referred to in the Vendor's Statement will be connected to the land upon settlement but the Purchaser agrees that it shall be responsible for payment of any statutory or utility fees in connecting such services to the Property.

30.2 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.

30.3 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.

### 31. Access for construction and post-settlement matters

#### 31.1 Purchaser's acknowledgment

The Purchaser acknowledges and agrees:

- (a) not all of the Lots on the Plan of Subdivision may be sold before settlement;
- (b) the Vendor may conduct certain marketing activities in or about the Building in respect to the marketing of any unsold Lots and the Purchaser grants the Vendor and the Builder and their contractors, consultants and other invitees an irrevocable right to access the Building and the common property on the Plan of Subdivision after settlement for those purposes;
- (c) after settlement there may be continuing surveying, engineering and construction works on the Land in respect to any Lots in the Building or in respect to other work which the Vendor may wish to undertake on land adjacent to the land comprised in the Plan of Subdivision and the Purchaser grants the Vendor and the Builder and their contractors, consultants and other invitees an irrevocable right to access the Building and the common property on the Plan of Subdivision after settlement for those purposes;
- (d) after settlement the Builder may need to access the Building to carry out rectification and repair works on the Building or any Lot or common property on the Plan of Subdivision and the Purchaser grants the Vendor and the Builder and their contractors, consultants and other invitees an irrevocable right to access the Building and the common property on the Plan of Subdivision after settlement for those purposes.

#### 31.2 Access and use by Vendor

The Purchaser will not, and will use its best endeavours to procure that the Owners Corporation of which the Purchaser is a member does not, make any objection or requisition or bring any claim or action, or issue injunctive proceedings or any other proceedings of any description against either the Vendor or the Builder or any other person as a consequence of anything connected with any application for a permit or approval in connection with future developments by the Vendor on land adjacent to the land comprised in the Plan of Subdivision or for any other permit or approval in connection with the land adjacent to the land comprised in the Plan of Subdivision.

### 32. Restriction on Re-sale

Until the Plan of Subdivision is registered by the Registrar of Titles the Purchaser must not without the prior written consent of the Vendor, sell, transfer, assign, mortgage or otherwise encumber or in any other way whatsoever deal with the Land or any part thereof or the Purchaser's rights or interests in or under this Contract.

**33. Owners Corporation Certificate**

A certificate pursuant to Section 151 of the Owners Corporation Act 2006 signed by an officer of the Vendor or the Vendor's Solicitor shall be a sufficient certificate and shall be deemed to have been executed under the seal of the Owners Corporation.

**34. Privacy Notice & Acknowledgement**

- 34.1 The Vendor's policy is to comply fully with the National Privacy Principles for the fair handling of personal information as set out in the Privacy Act 1988 (as amended).
- 34.2 The Vendor uses the Purchaser's personal information for the purpose of providing the Vendor's products and services to the Purchaser, improving and marketing the Vendor's products and services generally, and obtaining finance. The Vendor may use the information to make further contact with the Purchaser for the purpose of providing information on the Vendor's range of products and services.
- 34.3 The Vendor may disclose the Purchaser's personal information as may be required to the Vendor's consultants, related companies, contractors, financiers, credit providers, insurers marketing agents, sales agents and staff and to any government body charged with the responsibility of recording transactions relating to the transfer of land.
- 34.4 The Purchaser's failure to provide accurate and up to date personal information may mean that the Vendor cannot proceed with this Contract.
- 34.5 The Vendor may also disclose to a Credit Reporting Agency pursuant to Section 18E(8)(c) of the Privacy Act personal information relating to any application for finance or credit that the Purchaser may make through or with the Vendor's assistance.
- 34.6 The Purchaser hereby consents to the Vendor using the Purchaser's information in the Vendor's absolute discretion, for the purposes, uses and disclosures described above, or in the Vendor's opinion related to them, and acknowledges that in providing consent to the disclosure and use of the Vendor's personal information, that such information may be utilised for any other authorised purpose under Part III A of the Privacy Act (as amended).

**VENDORS STATEMENT TO THE PURCHASER OF LAND UNDER SECTION 32  
OF THE SALE OF LAND ACT 1962 (the Act)**

**VENDOR**      **WP INVESTMENT NO. 4 PTY LTD (A.C.N. 128 963 093)**  
of 2/737 Burwood Road, Hawthorn, Vic, 3122.

**PROPERTY**      As set out in the Particulars of Sale

**IMPORTANT NOTICE 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 or permit of the municipal council or other responsible authority. It is in your interest to under 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 any 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.

**In this Statement**

"certificate" means a certificate (or a copy of a certificate) issued by the relevant authority.

"settlement" means the event upon which the Purchaser becomes entitled to possession or to the rents and profits of the property.

Words that are defined in the contract of Sale and that are used in this Vendor's Statement have the same meaning in the Vendor's Statement as in the Contract of Sale unless the context requires otherwise.

1.      **MORTGAGES** – Particulars of any mortgages (registered or unregistered) which are not to be discharged by settlement: Nil.
2.      **STATUTORY CHARGES** – Particulars of any charge (whether registered or not) over the land imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge: None to the Vendor's knowledge.
3.      **RESTRICTIONS** – Information concerning any easement, covenant or other similar restriction (including any caveat) affecting the property (registered or unregistered):

As per attached copy title documents and certificates.

Particulars of any existing failure to comply with their terms are as follows:

None to the Vendors knowledge.

4.      **PLANNING** – Information concerning planning instruments is as follows:

As per attached certificates, planning permit and planning scheme.

- 5      **OUTGOINGS** – Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them:

As per the attached Certificates. However, the property is not yet separately rated. As a result of the construction of buildings and subdivision of the land, there will be a supplemental valuation for rating purposes which will in due course result in separated rates and (where applicable) land tax assessments being assessed and issued for the Land.

Owners Corporation fees for the building of which the property form a part will become payable following registration of the Plan but cannot be confirmed as yet. The Owners Corporation Estimated Budget is set out in Schedule E to the Contract of Sale.

6. **NOTICES** – Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal affecting the Property including any notice of intention to acquire served under Section 6 of the Land Acquisition and compensation Act 1986:

None to Vendor's knowledge.

7. **SERVICES** –

Electricity is not connected but will be available and will be supplied by such authority as is determined by the Vendor prior to settlement;

Gas is not connected but may be available and may be supplied by such authority as is determined by the Vendor prior to settlement;

Water is not connected but will be available and will be supplied by such authority as is determined by the Vendor prior to settlement;

Sewerage is not connected but will be available and will be supplied by such authority as is determined by the Vendor prior to settlement;

Telephone is not connected but will be available and will be supplied by such telecommunications company as the company as the Vendor determines prior to settlement;

**NOTE:**

- 7.1 A telephone line will be provided but the Purchaser must make his own arrangements (at his own cost) for connection of the telephone if required.
- 7.2 Electricity will be connected but the Purchaser must reimburse the Vendor for the connection fee.

8. **BUILDING APPROVALS and CONSTRUCTION GUARANTEES and INSURANCES** – Attached are copies of the following information concerning building approvals, construction guarantees and insurances.

- 8.1 Particulars of any building permit granted during the past seven years;
- Nil, unless disclosed in the attached certificate. Building approvals will be obtained progressively as construction of the building proceeds.
- 8.2 Required insurance details pursuant to the Domestic Building Contracts Act 1995 if applicable. Nil.

9. **TITLE** – Attached are copies of the following documents concerning the title:

- 9.1 Certificate of Title Volume 3825 Folio 969
- 9.2 Proposed Plan of Subdivision PS622035M
- 9.3 Planning Certificate
- 9.4 Council Invoice
- 9.5 Water Invoice
- 9.6 Land Tax Assessment
- 9.7 Vic Roads Certificate
- 9.8 Planning Permit

**DATE OF THIS STATEMENT:** The                      day of                      200

**Signature of Vendor:**                      \_\_\_\_\_  
WP Investment No. 4 Pty Ltd (A.C.N. 128 963 093)

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

**DATE OF THIS ACKNOWLEDGEMENT:** The                      day of                      200

**Signature of Purchaser:**                      \_\_\_\_\_

**SCHEDULE A**  
**PLAN OF SUBDIVISION**  
**ARCHITECTURAL PLANS**  
**ELEVATION DRAWINGS**

<b>PLAN OF SUBDIVISION</b>	STAGE No.	LRS USE ONLY <b>EDITION</b>	PLAN NUMBER <b>PS 622035M</b>
----------------------------	-----------	--------------------------------	----------------------------------

**LOCATION OF LAND**

PARISH: Dousta Galla

TOWNSHIP: -

SECTION: 5

CROWN ALLOTMENT: 6 (Part)

CROWN PORTION: -

TITLE REFERENCE: Vol.3825 Fol. 969

LAST PLAN REFERENCE: LP 6223 Lot C (Part)

POSTAL ADDRESS:  
(At time of subdivision) 2 Walker Street  
Moonee Ponds. 3039

MGA94 Co-ordinates  
(of approx centre of  
land in plan) E 317370 ZONE: 55  
N 5815065

**COUNCIL CERTIFICATION AND ENDORSEMENT**

COUNCIL NAME: Moonee Valley City Council REF:

- This plan is certified under section 6 of the Subdivision Act 1988
- This plan is certified under section 11(7) of the Subdivision Act 1988  
Date of original certification under Section 6. / /
- This is a statement of compliance issued under section 21 of the Subdivision Act 1988.

OPEN SPACE

(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has / has not been made.

(ii) The requirement has been satisfied.

(iii) The requirement is to be satisfied in Stage .....

Council Delegate  
Council Seal  
Date / /

Re-certified under Section 11(7) of the Subdivision Act 1988.  
Council Delegate  
Council Seal  
Date / /

This Plan of Subdivision has been prepared for safe purposes only and should not be used for any other purpose. Lot numbers are to be verified by the agent or owner. This plan has been based on architectural plans and is subject to change as a result of a final field survey based on the actual 'as built' building. This is an integral part of this plan.

VESTING OF ROADS AND/OR RESERVES	
IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

**NOTATIONS**

DEPTH LIMITATION: DOES NOT APPLY

Boundaries shown by thick continuous lines are defined by buildings.

LOCATION OF BOUNDARIES DEFINED BY BUILDINGS  
Median: All walls, floors and ceilings

Lots 7 and 8 have been omitted from this plan

STAGING: THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No.

All columns, internal service ducts, conduits and pipe shafts within the building are deemed to be part of Common Property No.1. The positions of these columns, ducts, conduits and shafts have not necessarily been shown on the diagrams contained herein.

THIS IS A SPEAR PLAN

SURVEY: THIS PLAN IS BASED ON SURVEY  
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No. -  
IN PROCLAIMED SURVEY AREA No. -

EASEMENT INFORMATION				
<b>LEGEND</b>	E - Encumbering Easement, Condition of an Easement or other Encumbrance			
	A - Appurtenant Easement R - Encumbering Easement (Road)			
IMPLIED RIGHTS PURSUANT TO SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN				
Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour of

LRS USE ONLY

STATEMENT OF COMPLIANCE/  
EXEMPTION STATEMENT

RECEIVED

DATE: / /

LRS USE ONLY  
PLAN REGISTERED  
TIME  
DATE / /

Assistant Registrar of Titles

SHEET 1 OF 7 SHEETS



anthonyford + ASSOCIATES  
Licensed Land Surveyors  
Development Consultants  
Town Planners

Tel 9370 9925 | Fax 9372 8796 | PO Box 148 Ascot Vale Vic 3032  
info@anthonyfordsurveying.com.au | www.anthonyfordsurveying.com.au

LICENSED SURVEYOR Anthony Ford

SIGNATURE DIGITALLY SIGNED

REF 1162

VERSION 06

ORIGINAL SHEET SIZE A3

**DIAGRAM 1  
GROUND STOREY**

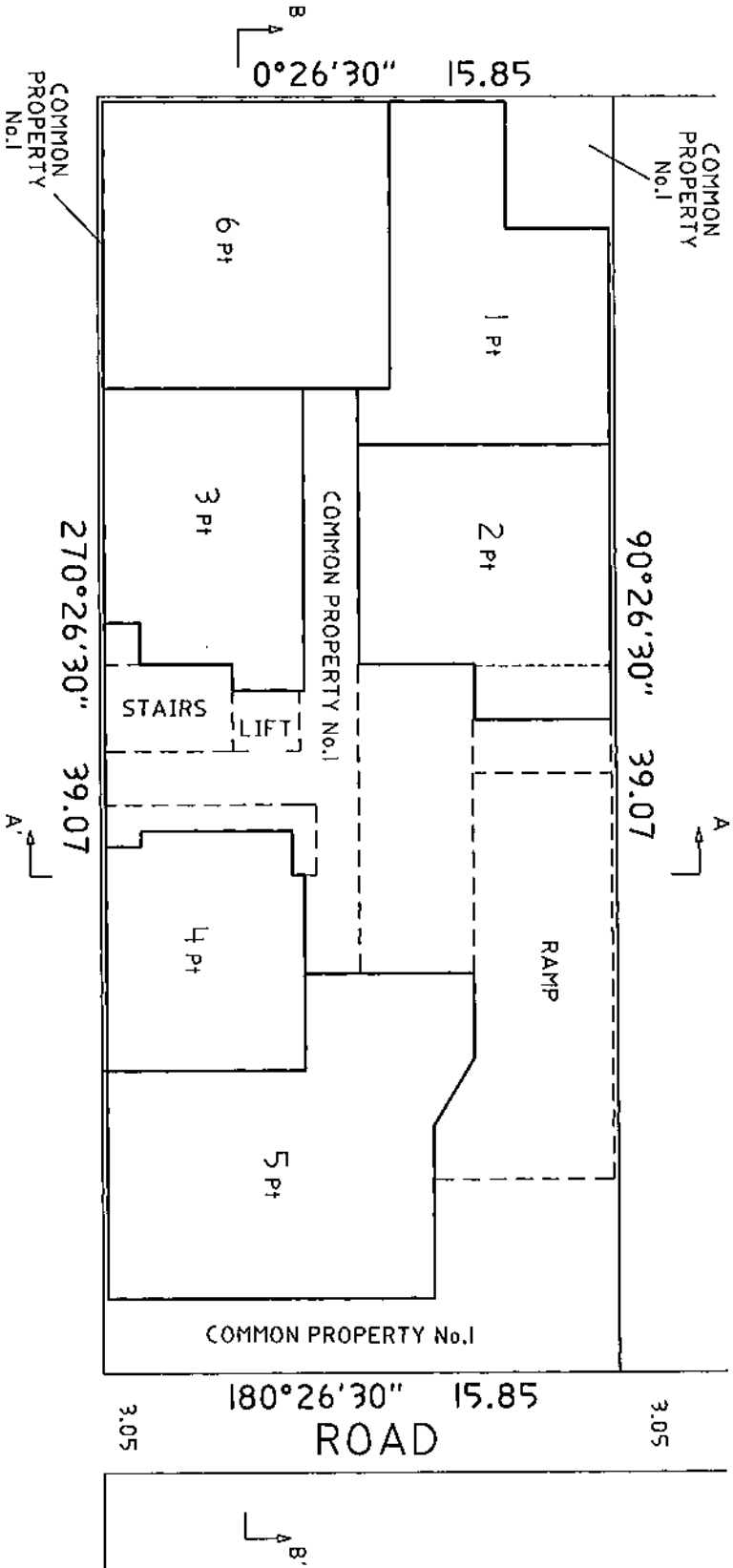
This Plan of Subdivision has been prepared for sale purposes only and should not be used for any other purpose. Lot numbers are to be verified by the agent or owner.  
This plan has been based on architectural plans and is subject to change as a result of a final field survey based on the actual 'as built' building. This is an integral part of this plan.

**PLAN OF SUBDIVISION**

STAGE No

PLAN NUMBER  
**PS 622035M**

WALKER STREET SOUTH

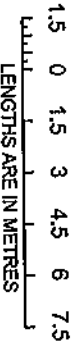


APPROXIMATE  
TRUE NORTH

ALEXANDRA AVENUE

**anthonyford + ASSOCIATES**  
Licensed Land Surveyors  
Development Consultants  
Town Planners

Tel 9370 9925 | Fax 9372 8796 | PO Box 148 Ascot Vale VIC 3032  
info@anthonyfordsurveying.com.au | www.anthonyfordsurveying.com.au



ORIGINAL SCALE 1:150  
SHEET SIZE A3

REF 4162

VERSION 06

SHEET 2

**DIAGRAM 2  
BASEMENT LEVEL**

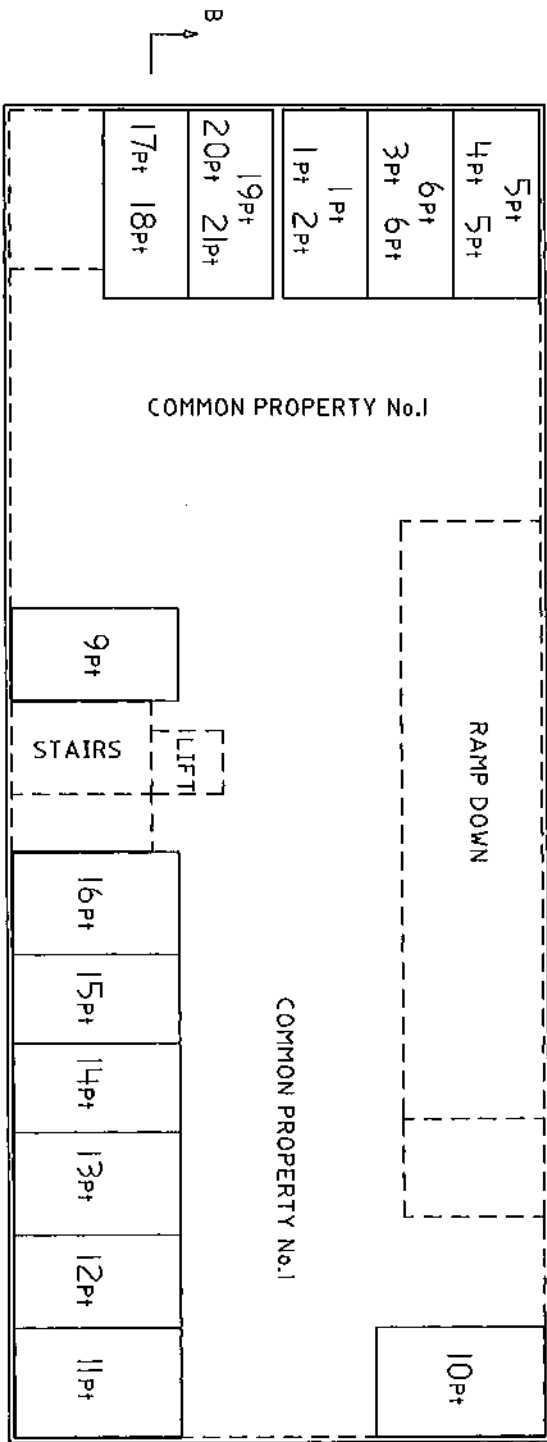
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**PLAN OF SUBDIVISION**

STAGE No

PLAN NUMBER  
**PS 622035M**

APPROXIMATE  
TRUE NORTH



A

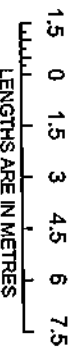
B

A

B

**anthony bird + ASSOCIATES**  
Licensed Land Surveyors  
Development Consultants  
Town Planners

Tel 9370 9925 | Fax 9372 8796 | PO Box 148 Ascot Vale Vic 3032  
info@anthonybirds.com.au | www.anthonymbirdsurveying.com.au



ORIGINAL SCALE 1:150  
SHEET SIZE A3

REF 4162  
VERSION 06

SHEET 3

**DIAGRAM 3  
FIRST STOREY**

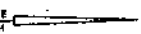
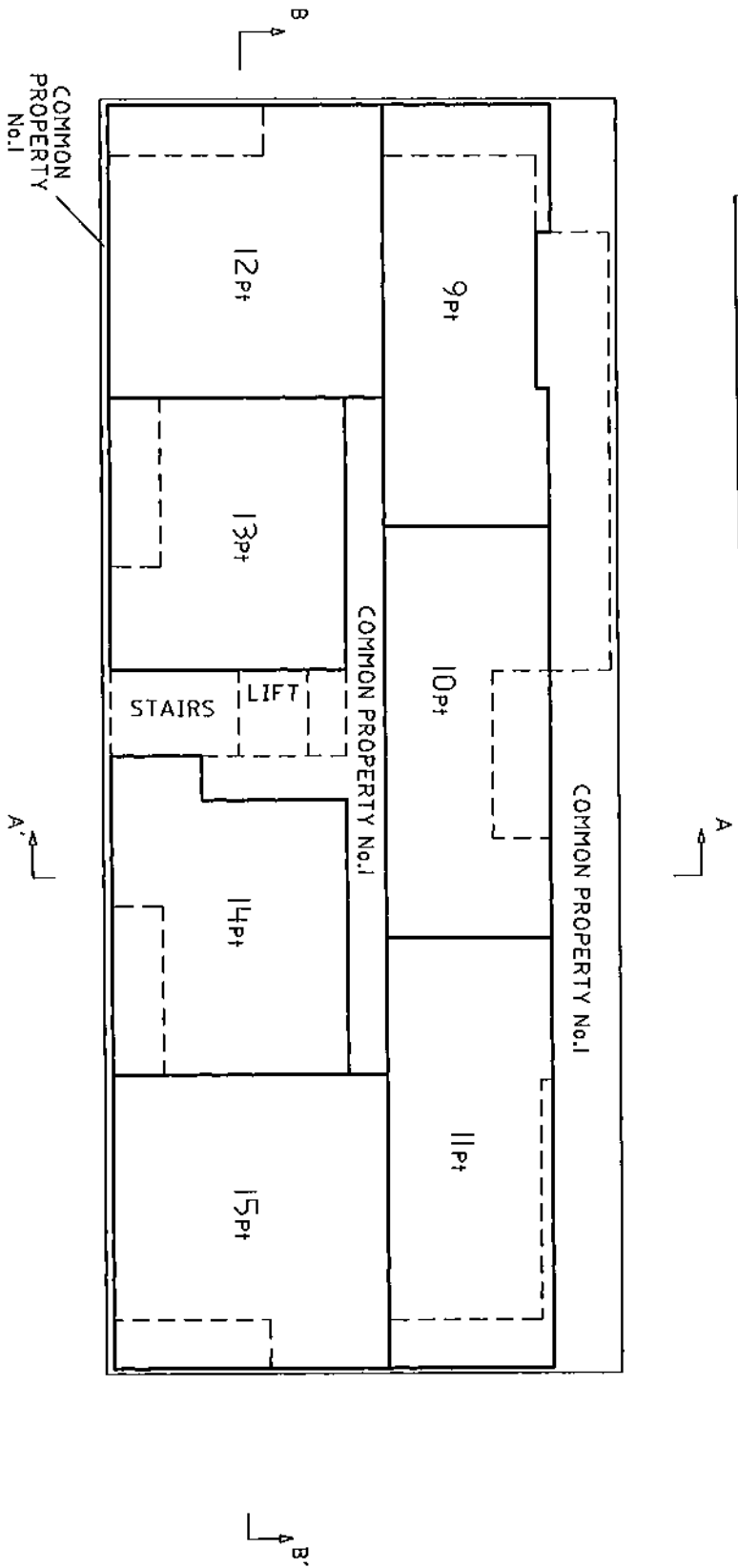
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**PLAN OF SUBDIVISION**

STAGE No

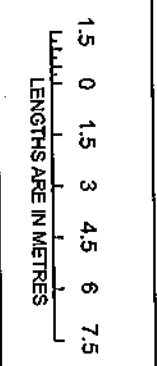
PLAN NUMBER  
**PS 622035M**

APPROXIMATE  
TRUE NORTH

**anthonyford + ASSOCIATES**  
Licensed Land Surveyors  
Development Consultants  
Town Planners

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ORIGINAL SCALE 1:150  
SHEET SIZE A3

REF 4162

VERSION 06

SHEET 4

# PLAN OF SUBDIVISION


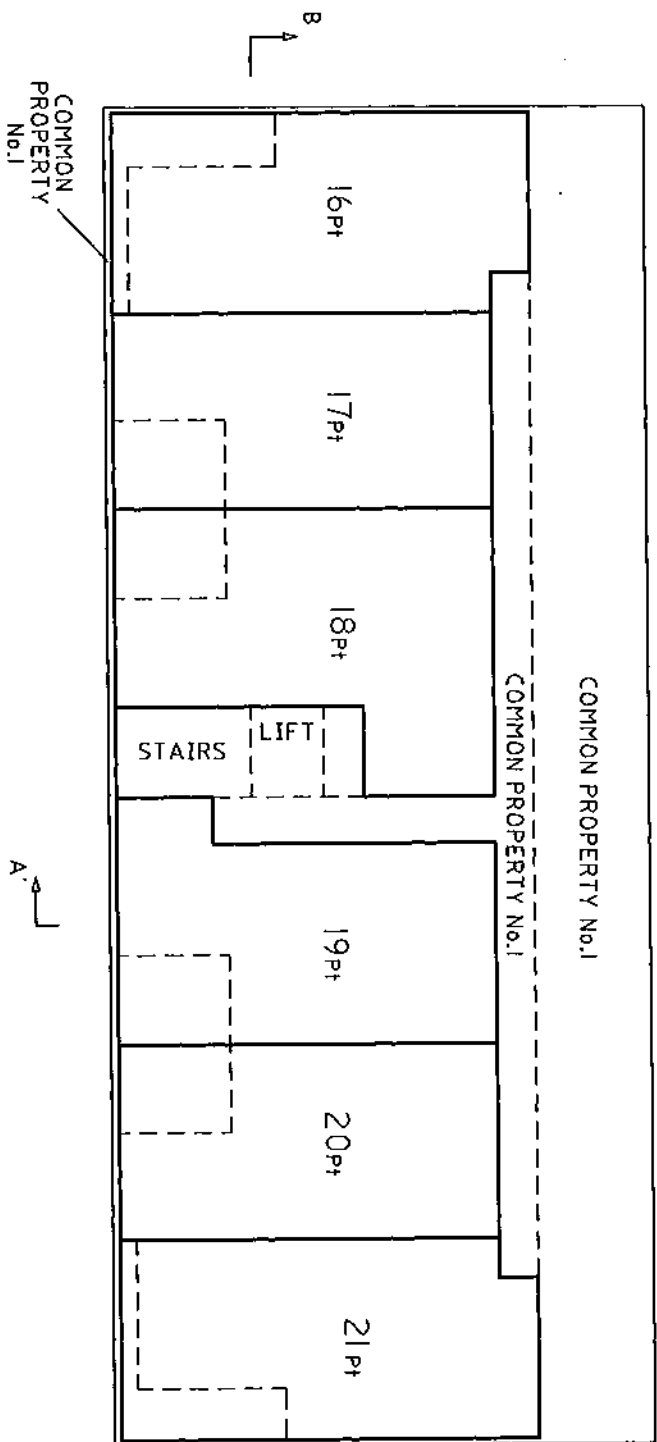
STAGE No

PLAN NUMBER  
PS 622035M

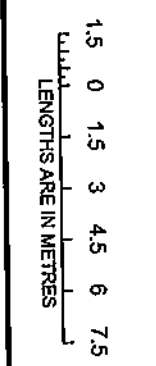
## DIAGRAM 4 TOPMOST STOREY

This Plan of Subdivision has been prepared for sale purposes only and should not be used for any other purpose. Lot numbers are to be verified by the agent or owner.  
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APPROXIMATE TRUE NORTH

**anthony jordan + ASSOCIATES**  
Licensed Land Surveyors  
Development Consultants  
Town Planners  
Tel: 9370 9925 | Fax: 9372 8796 | PO Box 148 Acacia Vale VIC 3032  
info@anthonyjordan.com.au | www.anthonyjordan.com.au



ORIGINAL SCALE 1:150  
SHEET SIZE A3

REF: 4162

VERSION 06

SHEET 5

PLAN OF SUBDIVISION

STAGE No

PLAN NUMBER  
PS 622035M

DIAGRAM 5  
CROSS SECTION A-A'

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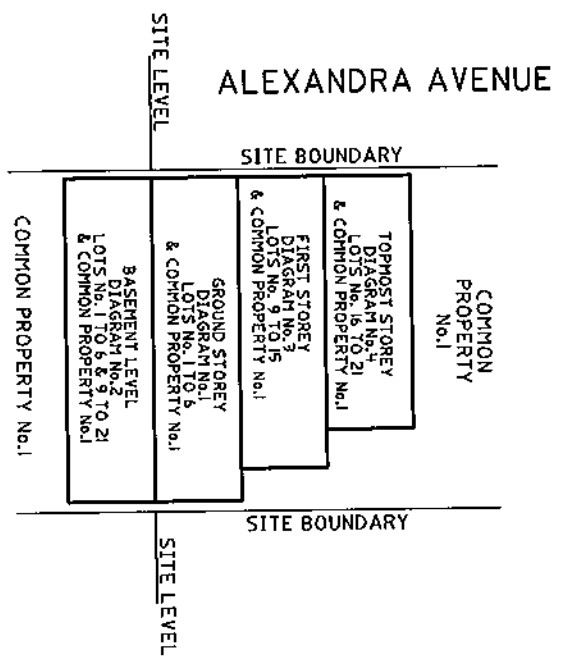
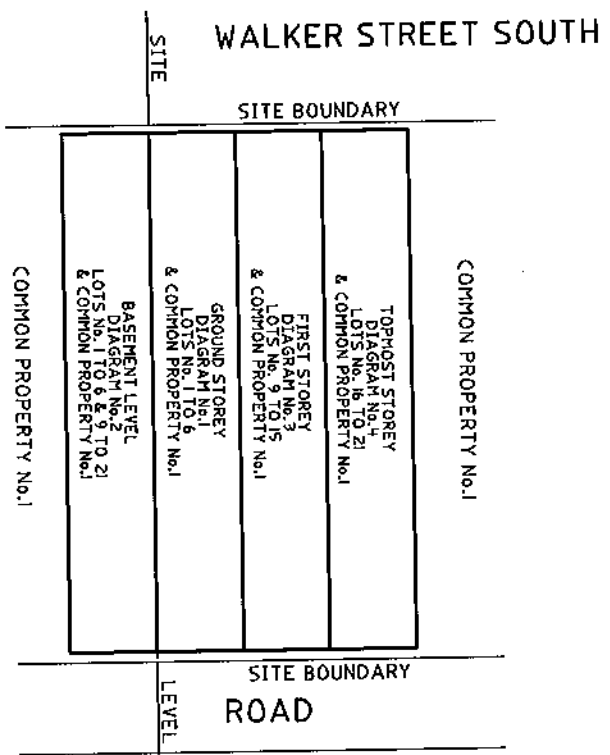


DIAGRAM 6  
CROSS SECTION B-B'



anthony fird + ASSOCIATES  
Licensed Land Surveyors  
Development Consultants  
Town Planners

Tel 9370 9925 | Fax 9372 8796 | PO Box 148 Ascot Vale Vic 3032  
info@anthonyfirdsurveying.com.au | www.anthonyfirdsurveying.com.au

Not to scale

ORIGINAL SCALE SHEET SIZE  
NTS A3

REF 4162

VERSION 06

SHEET 6

# OWNERS CORPORATION SCHEDULE

STAGE No.

PLAN NUMBER  
PS 622035M

Owners Corporation 1 Plan No. PS622035M

Land affected by Owners Corporation: Lots 1 to 19 and Common Property No.1

Limitations of Owners Corporation: Unlimited

Notations:

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### Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
1	6	6						
2	4	4						
3	4	4						
4	4	4						
5	6	6						
6	6	6						
9	5	5						
10	5	5						
11	5	5						
12	5	5						
13	5	5						
14	5	5						
15	5	5						
16	6	6						
17	6	6						
18	6	6						
19	6	6						
20	6	6						
21	6	6						
<b>Total</b>	<b>101</b>	<b>101</b>						

SHEET 7





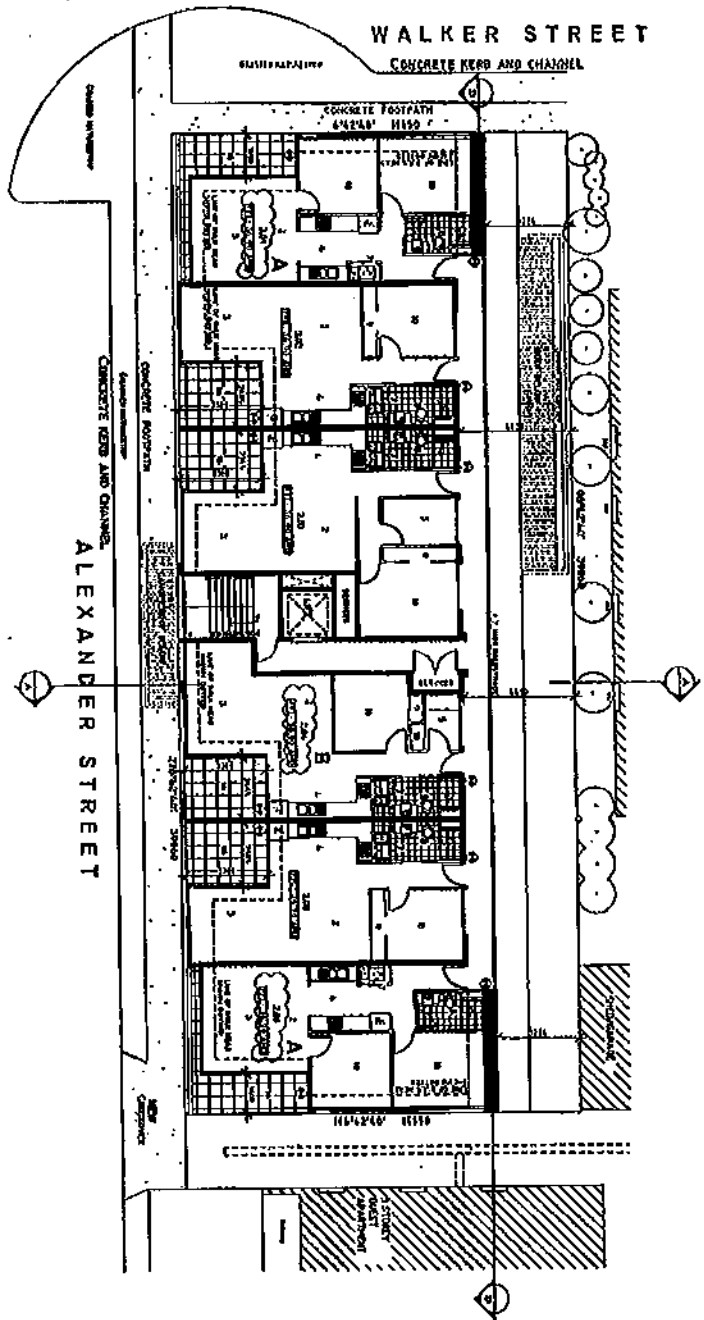


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- 49. 100mm concrete
- 50. 100mm concrete

**KEY/LEGEND WHERE SHOWN:**

- 1. POINTS SHOWN TO INDICATE TO BE PAID FOR AT LATER DATE
- 2. POINTS SHOWN TO INDICATE TO BE PAID FOR AT LATER DATE
- 3. POINTS SHOWN TO INDICATE TO BE PAID FOR AT LATER DATE
- 4. POINTS SHOWN TO INDICATE TO BE PAID FOR AT LATER DATE
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- 10. POINTS SHOWN TO INDICATE TO BE PAID FOR AT LATER DATE
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- 50. POINTS SHOWN TO INDICATE TO BE PAID FOR AT LATER DATE

**SECOND FLOOR PLAN**  
Scale 1:500



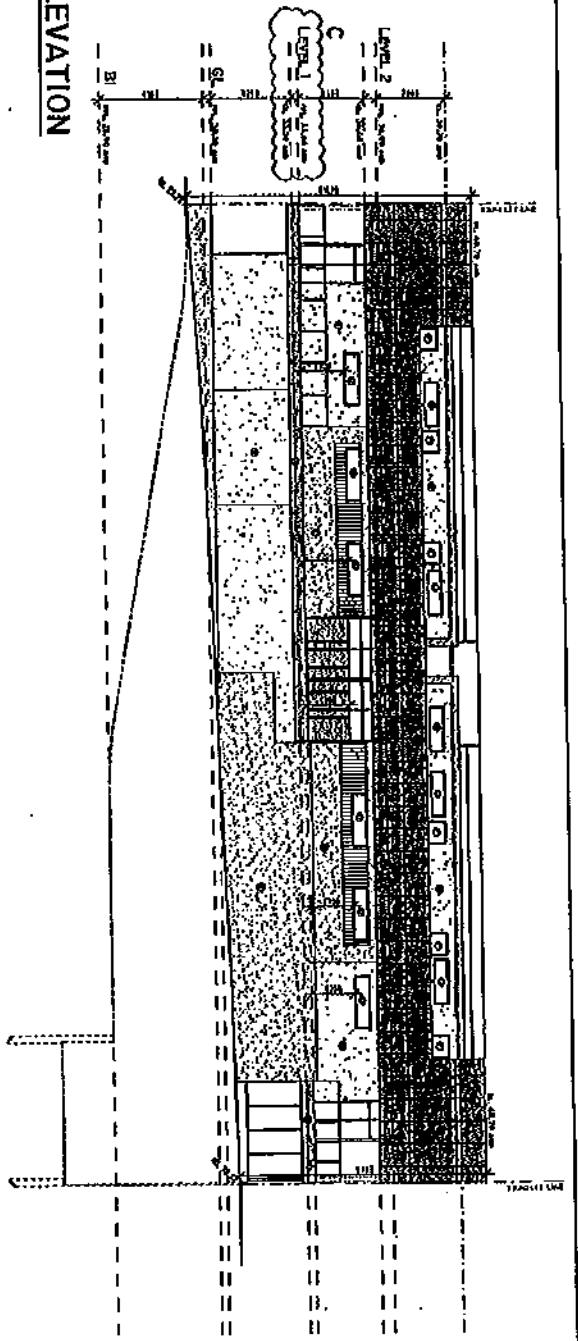
**MAP**

REVISION	AM	10/1
DATE		
BY		
CHECKED		
DESIGNED		
DRAWN		
PROJECT	WALKER STREET, ALEXANDER STREET	
CLIENT	[Name]	
ADDRESS	[Address]	
DATE	[Date]	
SCALE	[Scale]	
PROJECT NO.	[Project No.]	
DATE	[Date]	
BY	[Name]	
CHECKED	[Name]	
DESIGNED	[Name]	
DRAWN	[Name]	
PROJECT	WALKER STREET, ALEXANDER STREET	
CLIENT	[Name]	
ADDRESS	[Address]	
DATE	[Date]	
SCALE	[Scale]	
PROJECT NO.	[Project No.]	
DATE	[Date]	
BY	[Name]	
CHECKED	[Name]	
DESIGNED	[Name]	
DRAWN	[Name]	



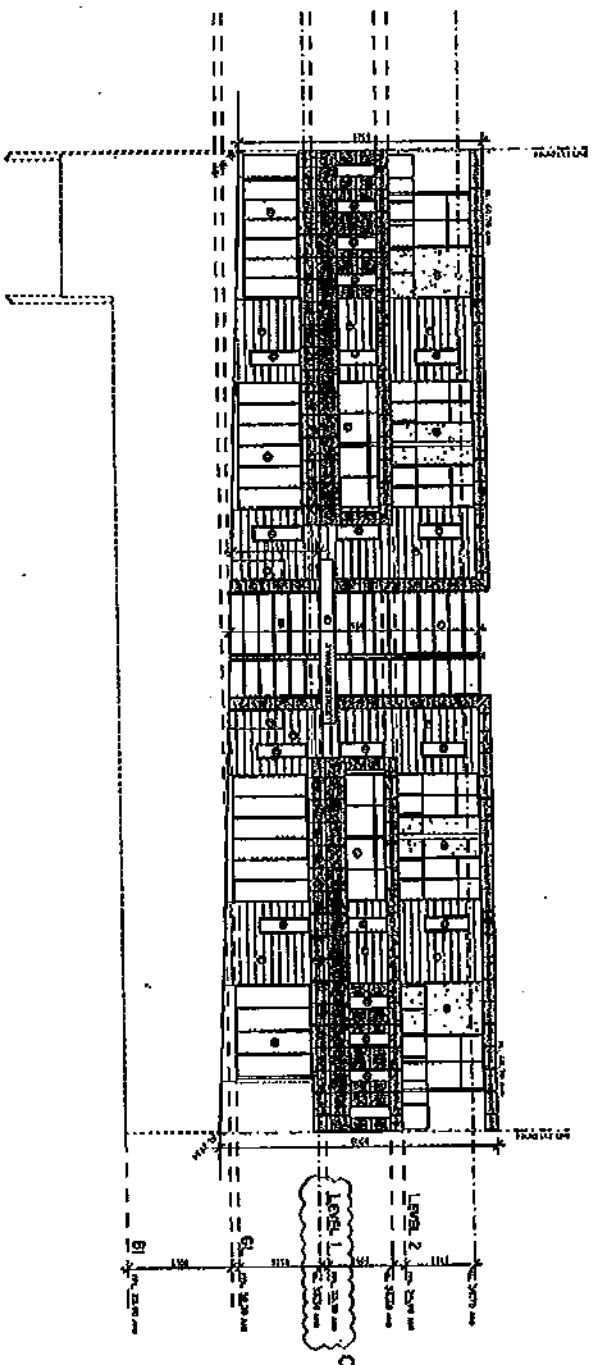
**NORTH ELEVATION**

SCALE 1/8" = 1'-0" (AS SHOWN)



**SOUTH ELEVATION**

SCALE 1/8" = 1'-0" (AS SHOWN)



**MAP**

PROJECT NO.	AM	ADG
DATE		
DESIGNED BY		
CHECKED BY		
DATE		
PROJECT LOCATION		
CLIENT		
ARCHITECT		
ENGINEER		
PLUMBER		
ELECTRICIAN		
Mechanical		
Structural		
Foundation		
Roofing		
Interior		
Exterior		
Site Work		
Other		



**SCHEDULE B**  
**SPECIFICATION, FIXTURES, FITTINGS & CHATTELS**

**2 WALKER STREET, MOONEE PONDS, 3039  
SPECIFICATIONS**

**FOYER FLOOR-Granite floor tile**

**OFFICE FLOOR FINISH- carpet tile**

**WALL BETWEEN OFFICES-fire and acoustic rated walls as recommended lined  
with painted plasterboard**

**CEILING- painted plasterboard**

**WINDOWS AND DOORS-aluminum frame with glazing**

**GENERAL**

**LIGHTING-fluorescent lightings**

**HOT WATER SERVICE-central gas units**

**AIR CONDITIONING-fan coil in ceiling with diffuser**

**COMMUNICATION-phone point/internet ADSL**

**SCHEDULE C**  
**GUARANTEE & INDEMNITY**

In this guarantee and indemnity:

"Contract" means the annexed contract of sale;

"Vendor" means the vendor under the contract;

"Purchaser" means the purchaser under the contract;

"Guarantor" means the following person(s) and all of them if more than one:

Name of guarantor	Name of guarantor
Address of guarantor	Address of guarantor

In consideration of the Vendor entering into the Contract with the Purchaser the Guarantor HERBBY AGREES to guarantee and indemnify the Vendor as follows:

1. The Guarantor shall pay to the Vendor on demand by the Vendor all moneys payable pursuant to the contract which are not paid by the Purchaser as prescribed by the Contract whether demand has been made by the Vendor on the Purchaser or not.
2. The Guarantor shall observe and perform on demand by the Vendor all conditions, obligations and liabilities with which the Purchaser does not comply as prescribed by the Contract whether a demand for such observance or performance has been made by the Vendor on the Purchaser or not.
3. The Vendor may without affecting this Guarantee grant time or other indulgence or compound or compromise with or release the purchaser or any person or corporation whatsoever (including any person or corporation liable jointly with the Guarantor or severally in respect of any other guarantee or security) or release, part with, vary, relinquish or renew in whole or in part any security, document of title, asset or right held by the Vendor.
4. All moneys received by the Vendor from or on account of the Purchaser including any dividends upon the liquidation or bankruptcy of the Purchaser or from any other person or corporation or from the realisation or enforcement of any security capable of being applied by the Vendor in reduction of the indebtedness of the Purchaser shall be regarded for all purposes as payment in gross without any right on the part of the Guarantor to stand in place of the Vendor or claim the benefit of any moneys so received until the Guarantor has repaid the total indebtedness of the Purchaser and so that in the event of the liquidation or bankruptcy of the Guarantor the Vendor shall be entitled to prove for the total indebtedness of the Purchaser.
5. In the event of the liquidation or bankruptcy of the Purchaser the Guarantor authorises the Vendor to prove for all moneys which the Guarantor has paid hereunder and to retain and to carry to a suspense account and appropriate at the discretion of the Vendor any dividends received until the Vendor has with the aid thereof been paid in full in respect of the indebtedness of the Purchaser to the Vendor. The Guarantor waives in favour of the Vendor all rights against the vendor and the Purchaser and any other person or corporation estates and assets so far as necessary to give effect to anything contained in this Guarantee.
6. The remedies of the Vendor against the Guarantor shall not be affected by reason of any security held or taken by the Vendor in relation to the indebtedness of the Purchaser being void, defective or informal.
7. As a separate and independent obligation the Guarantor will indemnify the Vendor against any loss which the Vendor may suffer by reason of the Purchaser having exceeded his powers or being incompetent to enter into the Contract and against any loss which the Vendor may suffer by reason of the Purchaser going into liquidation or becoming bankrupt.
8. Any demand or notice under this Guarantee may be made in writing signed by the Vendor or its solicitors on its behalf and (without prejudice to any other mode of service for the time being permitted by law) may be served on the guarantor by prepaid letter addressed to the Guarantor at his address herein mentioned. Such notice or demand when posted shall be deemed to be properly given on the day next following the day of posting.

- 9. Where not inconsistent with the context the expression "the Guarantor" as herein used shall where there is only one Guarantor mean and include the Guarantor, his executors and administrators or in the case of a corporate Guarantor that Guarantor and its successors and shall when there are two or more Guarantors mean and include those Guarantors and each and every or any of them and the executors, administrators or successors of each and every one of them. When two or more Guarantors are parties hereto the covenants and agreements on their part herein contained shall bind them and any two or more of them jointly and each of them severally.
- 10. This guarantee and indemnity is a continuing guarantee and indemnity which will not be released by the nomination of a substitute or additional purchaser or by any other thing which under the law relating to sureties would otherwise have the effect of releasing the guarantor or the legal personal representatives of the guarantor.

EXECUTED as a deed the	day of	200
SIGNED, SEALED AND DELIVERED by the Guarantor in the presence of:		
Signature of Witness	)	Signature of Guarantor
Name of Witness	)	
Address of Witness	)	Name of Guarantor (print)
SIGNED, SEALED AND DELIVERED by the Guarantor in the presence of:		
Signature of Witness	)	Signature of Guarantor
Name of Witness	)	
Address of Witness	)	Name of Guarantor (print)

**SCHEDULE D**  
**PROPOSED OWNERS CORPORATION RULES**

**OWNERS CORPORATION RULES**  
**Owners Corporation PS622035M**  
**2 Walker Street, Moonee Ponds VIC 3039**

**1. Definitions**

In these rules:

- (a) "Building" means the building constructed on the Land;
- (b) "Governmental Agency" means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;
- (c) "Manager" means the person for the time being appointed by the Owners Corporation as its manager or if no person is for the time being appointed, the secretary of the Owners Corporation;
- (d) "Model Rules" means the Model Rules for an Owners Corporation pursuant to regulation 8 of the Owners Corporation Regulations 2007
- (e) "Occupier" means any person in occupation or possession of a lot or having a right to occupy or possess a lot but does not include a Registered Proprietor;
- (f) "Plan" means Plan of Subdivision No. PS622035M;
- (g) "Proprietor" means the registered proprietor of a lot;
- (h) "Security Key" means a key, magnetic card or other device used to open and close doors, gates, locks or to generate alarms, security systems or communication systems in respect of a lot or the common property;
- (i) Unless the context otherwise requires –
  - (i) headings are for convenience only,
  - (ii) words importing a gender include any gender,
  - (iii) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation and any Governmental Agency,
  - (iv) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns,
  - (v) a reference to any statute, regulation proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute,
  - (vi) a reference to a Owners Corporation includes any elected committee of the Owners Corporation,
  - (vii) a reference to a thing includes part of that thing, and
  - (viii) as the context permits, the singular includes the plural and vice-versa;
- (j) The obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, such rights,

grants or privileges prevail over these rules in respect of the person or persons to whom they are given.

## **2. Support and Provision of Services**

**2.1** Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, a Proprietor or Occupier of a lot must not:

- 2.1.1** do anything or permit anything to be done on or in relation to that lot or the common property so that:
- (a)** any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with;
  - (b)** the structural and functional integrity of any part of the common property is impaired; or
  - (c)** the passage or provision of services through the lot or the common property is interfered with.

## **3. Behaviour by Proprietors and Occupiers**

**3.1** A Proprietor or Occupier of a lot must not:

- 3.1.1** Use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors;
- 3.1.2** Make or permit to be made any undue noise in or about the common property or any lot affected by the Owners Corporation;
- 3.1.3** Create any noise or behave in a manner likely to interfere with peaceful enjoyment of the Proprietor or Occupier of another lot or of any person lawfully using common property; or
- 3.1.4** Obstruct the lawful use of common property by any person.

**3.2** A Proprietor or Occupier of a lot when on common property or on any part of a lot so as to be visible from another lot or from common property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Proprietor or Occupier of another lot or to any person lawfully using common property.

**3.3** A Proprietor or Occupier of a lot must not smoke in the stairwells, lifts, foyers, carpark lobbies, loading docks, areas set aside for plant and storage, forming part of the common property or such other parts of the common property as the Owners Corporation or its Manager may designate from time to time.

**3.4** A Proprietor or Occupier of a lot must permit any child under the control of that Proprietor or Occupier to play on any part of the common property or, unless accompanied by an adult to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children.

**3.5** A Proprietor or Occupier of a lot must not dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in common property.

## **4. Cleaning of a Lot**

A Proprietor or Occupier of a lot must keep that lot clean and in good repair.

## **5. Damage to Common Property**

A Proprietor or Occupier of a lot shall not mark, paint or otherwise damage or deface, any structure that forms part of the common property.

**6. Interference with Common Property**

- 6.1 A Proprietor or Occupier of a lot must not, without the prior written consent of the Owners Corporation, remove any article from the common property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.
- 6.2 A Proprietor or Occupier of a lot must not, without the written authority of the Owners Corporation or its Manager, interfere with the operation of any plant and equipment owned by the Owners Corporation installed on the common property.
- 6.3 A Proprietor or Occupier of a lot must not modify any air conditioning, heating ventilation system or associated ducting servicing that lot without the prior written consent of the Owners Corporation.
- 6.4 A Proprietor or Occupier of a lot must not install nor permit the installation of covering to any storage areas other than as permitted by the Owners Corporation.
- 6.5 A Proprietor or Occupier of a lot must not modify any intercom, television aerial or communication system (except telephone connections) servicing that lot without the prior written consent of the Owners Corporation.
- 6.6 A Proprietor or Occupier of a lot must not enter any plant room without the consent of the Owners Corporation.

**7. Security of Common Property**

A Proprietor or Occupier of a lot or persons thereon from time to time must not do or permit anything which may prejudice the security or safety of the common property or any person in or about the Building.

**8. Notification of Defects**

A Proprietor or Occupier of a lot must promptly notify the Owners Corporation or its Manager on becoming aware of any damage to or defect in the common property or any personal property vested in the Owners Corporation.

**9. Compensation to Owners Corporation**

The Proprietor or Occupier of a lot shall compensate the Owners Corporation in respect of any damage to the common property or personal property vested in the Owners Corporation caused by that Proprietor or Occupier or their respective tenants, licensees or invitees.

**10. Restricted Use of Common Property for Fire Control**

The Owners Corporation may take measures to ensure the security, and to preserve the safety of, the common property and the lots affected by the Owners Corporation from fire or other hazards and without limitation may:-

- (a) close off any part of the common property not required for access to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by Proprietors or Occupiers of any part of the common property;
- (b) permit, to the exclusion of Proprietors and Occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots;
- (c) restrict by means of key or other security device the access of the Proprietors or Occupiers of one level of the lots to any other level of the lots; and
- (d) restrict by means of key or other security device the access of the Proprietors or Occupiers of one level of the lots to any other level of the lots;

A Proprietor and Occupier of a lot must abide by any actions taken by the Owners Corporation in accordance with this rule 10.1

**11. Security Keys**

- 11.1 The Owners Corporation may charge a reasonable fee for any additional Security Key required by a Proprietor.
- 11.2 A Proprietor of a lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier of a lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or license of a lot to the Occupier to ensure the return of the Security Key to the Proprietor or the Owners Corporation.
- 11.3 A Proprietor or Occupier of a lot in possession of a Security Key must not without written consent from the Owners Corporation duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost or handed to any person other than another Proprietor or Occupier and is not disposed of otherwise than by returning it to the Proprietor or the Owners Corporation.
- 11.4 A Proprietor or Occupier of a lot must promptly notify the Owners Corporation if a Security Key issued to him is lost or destroyed.

**12. Garbage**

- 12.1 A Proprietor or Occupier of a lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.
- 12.2 A Proprietor or Occupier of a lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:
- (a) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation;
  - (b) recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation;
  - (c) all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated on the common property, and;
  - (d) all cardboard boxes and packaging must be broken down and neatly packed in the garbage area.

**13. Consent of Owners Corporation**

A consent given by the Owners Corporation under these rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that a Proprietor or Occupier for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

**14. Complaints and Applications**

Any complaint or application to the Owners Corporation must be addressed in writing to the Manager, or where there is no Manager, the secretary of the Owners Corporation.

**15. Vehicles on Common Property**

- 15.1 A Proprietor or Occupier of a lot must not park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a lot, or in any place other than in a parking area specified by the Owners Corporation for such purpose by the Owners Corporation.
- 15.2 A Proprietor or Occupier of a lot must not permit oil leakages from any motor vehicle, trailer or motorcycle onto common property and must reimburse the Owners Corporation for the cost of cleaning or removing any oil stains to the garage or other part of the common property after due notice has been served.
- 15.3 A Proprietor or Occupier of a lot must not store any items in their car park other than a vehicle, motorcycle or trailer, unless approved by the Owners Corporation.

**16 Insurance Premiums**

A Proprietor or Occupier of a lot must not without the prior written consent of the Owners Corporation do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

**17 Fire Control**

17.1 A Proprietor or Occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

17.2 A Proprietor or Occupier of a lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the lot.

17.3 A Proprietor or Occupier of a lot must ensure that all smoke detectors installed in the lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary.

**18 Signs**

A Proprietor or Occupier of a lot must not without the prior written consent of the Owners Corporation erect or affix any sign or notice to any part of the common property unless approved by the Owners Corporation.

**19 Appearance of a Lot**

19.1 Without limiting any other of these rules, a Proprietor or Occupier of a lot must not:

19.1.1 without prior written consent of the Owners Corporation maintain inside the lot anything visible from outside the lot that when viewed from outside the lot is not in keeping with the rest of the Building.

19.1.2 install bars, screens or grilles other safety devices to the exterior of any windows or doors of a lot without the prior written consent of the Owners Corporation;

19.1.3 operate or permit to be operated on the lot or within it any device or electronic equipment which interferes with any appliance lawfully in use on the common property, another lot or another part of the Building;

19.1.4 without the prior written consent of the Owners Corporation attach to or hang from the exterior of the lot any aerial or any security device or wires;

19.1.5 install or operate any intruder alarm which emits any audible signal;

19.1.6 allow any glazed portions of the lot or the common property that surrounds the lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change; and

19.1.7 install any external wireless, television aerial, skydish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building.

19.1.8 Install any air conditioning unit in a lot other than in a place nominated by the Owners Corporation.

19.1.9 Install any pipes, wiring, cables or the like to the external face of the Building.

**20 Painting, Finishing, Etc**

A Proprietor or Occupier of a lot must not paint, finish or otherwise alter the external façade of the Building or any improvement forming part of the common property.

**21 Compliance with Rules by Invitees**

- 21.1 A Proprietor or Occupier of a lot must take all reasonable steps to ensure that Invitees of the Proprietor or Occupier comply with these rules and in default take all reasonable steps to ensure that their Invitees leave the Building.
- 21.2 A Proprietor of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot any invitees of the lessee or licensee comply with these rules.

**22 Compliance With Laws**

- 22.1 A Proprietor or Occupier of a lot must at the Proprietor's or Occupier's own expense promptly comply with all laws relating to the lot including, with limitation, or any requirements, notices and orders of any governmental authority.
- 22.2 A Proprietor or Occupier of a lot must not use or permit a lot affected by the Owners Corporation to be used for any purpose that may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or Occupier of any lot or the families or visitors of any such member or Occupier;
- 22.3 A Proprietor or Occupier of a lot must grant to the Owners Corporation its servants and agents upon the member being given twenty-four (24) hours prior written notice, the right of access to any balcony forming part of the Lot for the purpose of maintenance of the external walls of the Common Property and the cleaning of the outside of the windows and the external façade of the Common Property.

**23 Interference with Exclusive and Special Rights**

- 23.1 A Proprietor or Occupier of a lot must not use any parts of the common property in respect of which exclusive use and enjoyment rights may be given or granted by the Owners Corporation to a third party from time to time.
- 23.2 A Proprietor or Occupier of a lot must not interfere with or obstruct the Building Manager from performing its duties under any Building Management Agreement entered into from time to time.

**24 Building Works**

- 24.1 A Proprietor or Occupier of a lot must not undertake any building works within or about or relating to a Owners Corporation member's lot except in accordance with the following requirements:
- 24.1.1 Such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the secretary of the Owners Corporation and then strictly in accordance with those permits approvals and consents and any conditions thereof;
- 24.1.2 The Proprietor or Occupier of a lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance annoyance disturbance and inconvenience from building operations to other Proprietors and Occupiers;
- 24.2 The Proprietor or Occupier of a lot must not proceed with any such works until the Proprietor or Occupier:
- 24.2.1 Submits to the Owners Corporation plans and specifications of any works proposed by the Proprietor or Occupier which affect the external appearance of the Building or any of the common property or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building;
- 24.2.2 Supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request and as shall be reasonable to enable the

Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the Building and do not endanger the Building and are compatible with the overall services to the Building and the Individual floors;

- 24.2.3 Receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of a building surveyor engaged by the Owners Corporation to consider such plans and specifications) by the Proprietor or Occupier and such approval shall not be effective until such costs have been paid; and
- 24.2.4 Pays such reasonable costs to the Owners Corporation;
- 24.3 The Proprietor or Occupier of a lot must ensure that the Proprietor or Occupier and the Proprietor or Occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of common property and on-site management and building protection, and hours of work (and the main Building entrance and lobby must not be used for the purposes of taking building material or building workmen to and from the relevant lot unless the Owners Corporation gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein;
- 24.4 Without limiting the generality of sub-paragraph (iv) the Proprietor or Occupier of a lot must ensure that the Proprietor or Occupier and the Proprietor or Occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:
- 24.4.1 building materials must not be stacked or stored in the front side or rear of the Building;
- 24.4.2 scaffolding must not be erected on the common property or the exterior of the Building;
- 24.4.3 construction work must comply with all laws of the relevant Government Agencies;
- 24.4.4 the exterior and common property of the Building must at all times be maintained in a clean tidy and safe state.
- 24.4.5 construction vehicles and construction worker's vehicles must not be brought into or parked in the common property.
- 24.5 Before any of the Proprietor or Occupier's works commence the Proprietor or the Occupier must:
- 24.5.1 cause to be effected and maintained during the period of the building works a contractor's all risk insurance policy to the satisfaction of the Owners Corporation; and
- 24.5.2 deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation;
- 24.6 Access shall not be available to other lots on the Plan or common property on the Plan for the installation and maintenance of services and associated building works without the consent or license of the owner of the relevant lot or the Owners Corporation in the case of common property;
- 24.7 The Proprietor or Occupier of a lot shall immediately make good all damage to and dirtying of the Building, the common property, the services thereto or therein or any fixtures fittings or finishes thereof or therein which are caused by such works and if the Proprietor or Occupier fails to immediately do so the Owners Corporation may in its absolute discretion (or if the Proprietor or Occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the Proprietor or Occupier shall indemnify and keep

Indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying;

- 24.8 The Proprietor or Occupier of a lot must forthwith make good any damage occasioned to the building or the common property, the services thereof and all fixtures, fittings and finishes resulting from such works or (at the Owners Corporation's election) to reimburse to the Owners Corporation the cost incurred or to be incurred by the Owners Corporation in making good any such damage.

**25 Selling and Leasing**

A Proprietor or Occupier of a lot must not allow the erection of any for sale or for lease boards on the common property without the written consent of the Owners Corporation.

**26 Use of Appurtenances**

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those which they were constructed, and the sweeping of rubbish or other unsuitable substances shall not be deposited therein. Any costs or expenses resulting from any damage or blockage shall be borne by the Proprietor or Occupier causing the damage or blockage.

**27 Infectious Diseases**

In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person in any lot, the Proprietor of such lot shall give, or cause to be given, written notice thereof and any other information which may be required relative thereto to the Owners Corporation and shall pay to the Owners Corporation the expenses of disinfecting the Building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

**28 Access to Lots**

Except in the case of an emergency (in which case no notice shall be required) upon one (1) days notice in writing the Owners Corporation or the committee of the Owners Corporation and its servants, agents and contractors shall be permitted to inspect the interior of any lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the lot owner in cases where such leakage or defect is due to any act or default of the said lot owner or his or her invitees). The committee of the Owners Corporation, in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience to the Proprietor or Occupier as is reasonable in the circumstances.

**29 Recovery of Owners Corporation Contribution Fees/Legal/Costs**

The member shall pay on demand by the Owners Corporation all legal costs on a solicitor-own client basis which the Owners Corporation pays, incurs or expands in consequence of any default by the member in the performance or observance of any term, covenant or condition contained in these rules including but not limited to recovery of Owners Corporation contribution fees.

**30 Penalty Interest**

The Owners Corporation will charge penalty interest at the rate for the time being fixed under Section 2 of the Penalty Interest rates Act 1983.

**31 Pets and Animals**

- 31.1 A Proprietor of a lot must not keep any animal on common property after being given notice by the Owners Corporation to remove such animal after the Owners Corporation has resolved that the animal is causing a nuisance.

- 31.2 A Proprietor of a lot must ensure that any animal belonging to them, or in their control, does not urinate or defecate on common property such as gardens, paths and grass areas.

- 31.3 A Proprietor of a lot must ensure that any animal belonging to them, or in their control, must be kept on a lead or carried or in a cage while in the common property.
- 31.4 A Proprietor of a lot must ensure that no animals are allowed in the garden or recreational areas. A Proprietor of a lot must ensure that animals enter and leave the property through the carpark entrance or fire stairs and not through the main entrance lobby unless carried.
- 31.5 An Occupier of a lot, other than the Proprietor, is not permitted to keep any animal on the lot.

**32. Model Rules**

- 32.1 The Model Rules do not apply to the Owners Corporation.

**33. Dispute resolution**

- 33.1 The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- 33.2 The party making the complaint must prepare a written statement in the approved form.
- 33.3 If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- 33.4 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.
- 33.5 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.
- 33.6 A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- 33.7 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.

**SCHEDULE E**

**OWNERS CORPORATION ESTIMATED BUDGET**

**Proposed Budget  
to apply from 01/07/2009**

Owners Corporation PS622035M

2 Walker Street, Moonee Ponds VIC 3039

**Administrative Fund**

	<b>Proposed budget</b>
<b>Revenue</b>	
Levies Due--Admin	27,110.00
<i>Total revenue</i>	27,110.00
<b>Less expenses</b>	
Admin--BC--Bank Charges--Account Fees	160.00
Admin--DI--Disbursements	1,200.00
Admin--Management Fees--Standard	3,300.00
Admin--Registration/License/Permit Fees	450.00
Insurance--Premiums	5,500.00
Maint Bldg--CA--Caretaking	5,000.00
Maint Bldg--Contingency	1,500.00
Maint Bldg--ES--Fire Protection	1,500.00
Maint Bldg--GR--General Repairs	1,000.00
Maint Bldg--Lift	2,000.00
Maint Bldg--Telephone	1,000.00
Maint Grounds--Lawns & Gardening	400.00
Utility--Electricity	3,500.00
Utility--Water & Sewerage	100.00
Utility--WM--Waste Management	500.00
<i>Total expenses</i>	27,110.00
<b>Surplus/Deficit</b>	0.00
Opening balance	0.00
<b>Closing balance</b>	\$0.00
Total units of entitlement	101
Levy contribution per unit entitlement	\$268.42

**Proposed Levy Schedule  
to apply from 01/07/2009**

Owners Corporation PS622035M

2 Walker Street, Moonee Ponds VIC 3039

Quarterly levy instalments that would apply to each lot if proposed budgets are accepted by the general meeting:

Lot	Unit	Unit Entitlement	Admin Fund	Sinking Fund	Total
1	1	6.00	402.65	0.00	402.65
2	2	4.00	268.45	0.00	268.45
3	3	4.00	268.45	0.00	268.45
4	4	4.00	268.45	0.00	268.45
5	5	6.00	402.65	0.00	402.65
6	6	6.00	402.65	0.00	402.65
9	9	5.00	335.55	0.00	335.55
10	10	5.00	335.55	0.00	335.55
11	11	5.00	335.55	0.00	335.55
12	12	5.00	335.55	0.00	335.55
13	13	5.00	335.55	0.00	335.55
14	14	5.00	335.55	0.00	335.55
15	15	5.00	335.55	0.00	335.55
16	16	6.00	402.65	0.00	402.65
17	17	6.00	402.65	0.00	402.65
18	18	6.00	402.65	0.00	402.65
19	19	6.00	402.65	0.00	402.65
20	20	6.00	402.65	0.00	402.65
21	21	6.00	402.65	0.00	402.65
		<b>101.00</b>	<b>\$6,778.05</b>	<b>\$0.00</b>	<b>\$6,778.05</b>

## SCHEDULE F

## REQUISITIONS ON TITLE AND ANSWERS

A Requisition	B Answer
1. Is the Vendor under any legal disability affecting the Vendor's power to sell or transfer all or any part of the property sold to the Purchaser pursuant to the Contract of Sale? If so, full particulars are required.	No.
2. Have any proceedings been commenced by any person to obtain an order in respect of the property pursuant to either the provisions of the Marriage Act 1958 (as amended) or the Family Law Act 1975 or pursuant to any other Act or has any order been made by a Court in respect of the property?	No.
3. Production is required of the duplicate Certificate of Title to the property in the name of the Vendor free from all encumbrances other than those to which the sale is subject.	The Contract of Sale will be observed.
4. Where is the duplicate Certificate of Title to the property, under whose control and for what purpose?	Westpac, as mortgagee
5. Are there any discrepancies between the measurements and position of the property as presently fenced or otherwise occupied with the measurements and position of the property as shown on the Certificate of Title. If so, particulars must be supplied.	The Vendor relies on Special Condition 2 of the Contract of Sale.
6. At settlement production is required of a statutory declaration in the prescribed form.	Noted.
7. Who is in possession and who is in occupation of the property and what is the nature of such possession and occupation respectively?	Either the Vendor as owner or the Vendor's builder under the Major Domestic Building Contract.
8. Does the Vendor have an absolute and unencumbered title to the chattels, furnishings, fittings and items of plan (if any) included in the Contract of Sale?	Yes.

A Requisition	B Answer
9. Has any order or award been made or has any notice been received under any Statute, regulation or by-law whereby the right of the proprietor to deal with use or alter the property or any part thereof is in any way affected? If so, full particulars are required.	None to the Vendor's knowledge
10. Has any notice or intimation of intention to acquire the property or part thereof or any notice treat been served on or otherwise given to the Vendor by any Commonwealth State Municipal or other authority or instrumentality? If so, full particulars are required.	Not to the Vendor's Knowledge
11. Is any building or other improvement on the property or part thereof entered on the registered or the provisional register of historic buildings or under consideration for registration pursuant to the provisions of the Historic Buildings Act 1981? If so, full particulars are required.	You are referred to the Vendor's Statement.
12. All registered mortgages and caveats must be discharged or removed at or before settlement.	The Contract of Sale will be observed.
<p>13. If the property is affected by a Owners Corporation:</p> <ul style="list-style-type: none"> <li>(a) The Vendor must supply a Owners Corporation certificate prior to settlement.</li> <li>(b) Has the Body Corporate complied with its obligations to insure?</li> <li>(c) Is there any proposal to amend the Rules?</li> <li>(d) The name and address of the Managing Agent or Secretary of the Body Corporate must be supplied.</li> </ul>	Noted. This will be done.

## TITLE DETAILS



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obtained from the LANDATA REGD TM System. The State of Victoria  
accepts no responsibility for any subsequent release, publication or  
reproduction of the information.

REGISTER SEARCH STATEMENT Land Victoria

Security no : 124027714087V

Volume 03825 Folio 969  
Produced 23/10/2008 11:39 am

LAND DESCRIPTION

Lot 1 on Title Plan 444750P (formerly known as part of Lot C on Plan of  
Subdivision 006223).  
PARENT TITLE Volume 03726 Folio 141  
Created by instrument 0757623 18/08/1914

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
WP INVESTMENT NO 4 PTY LTD of 737 BURWOOD ROAD HAWTHORN VIC 3122  
AG111038G 30/09/2008

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AG111039E 30/09/2008  
WESTPAC BANKING CORPORATION

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

DIAGRAM LOCATION

SEE TP444750P FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	CAVEAT	STATUS	DATE
AF980575L	CAVEAT	Registered	21/07/2008
AG111037J	DISCHARGE OF MORTGAGE	Registered	30/09/2008
AG111038G	TRANSFER	Registered	30/09/2008
AG111039E	MORTGAGE	Registered	30/09/2008

The following information is provided for customer information only.

Street Address: 2 WALKER STREET MOONEE PONDS VIC 3039

STATEMENT END

<b>TITLE PLAN</b>	<b>EDITION 1</b>	<b>TP 444750P</b>
-------------------	------------------	-------------------

<b>Location of Land</b> Parish: AT MOONEE PONDS PARISH OF DOUTTA GALLA Township: Section: 5 Crown Allotment: 6(PT) Crown Portion: Last Plan Reference: LP 6223 Derived From: VOL 3926 FOI, 899 Depth Limitation: NIL	<b>Notations</b> ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN
--	---

**Description of Land / Easement Information**

*All the piece of Land, delineated and coloured*  
 red on the map in the margin, being part of Lot C on Plan of Subdivision No 6223 --  
 lodged in the Office of Titles and being part of Crown Allotment Six Section Five--  
 at Moonee Ponds Parish of Dootta Galla County of Bourke Together with a right of  
 carriage way over the road colored brown on the said map and also over Walker Street  
 South and Alexandra Avenue colored brown on said Plan of Subdivision - - - - -

THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT  
 COMPILED: 18/05/2003  
 VERIFIED: P.C.

**COLOUR CODE**  
 R=RED  
 BR=BROWN

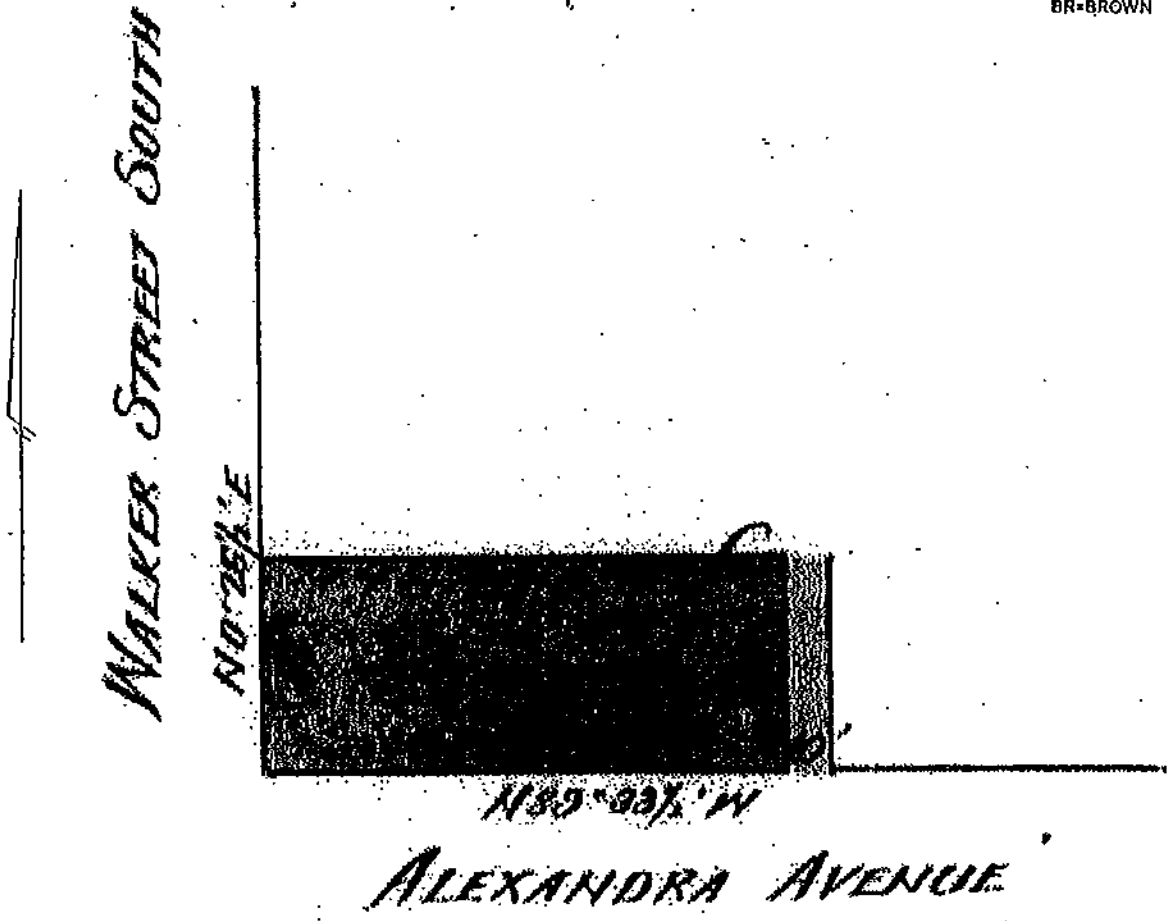


TABLE OF PARCEL IDENTIFIERS	
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962	
PARCEL 1 = LOT C (PT) ON LP 6223	

**COUNCIL INVOICE**

# SECOND INSTALMENT NOTICE

Moonee Valley Civic Centre  
9 Kellaway Avenue Moonee Ponds VIC 3039  
Telephone 03 9243 8888 | Facsimile 03 9377 2100  
Email council@mvcc.vic.gov.au | Website mvcc.vic.gov.au  
ABN 54 651 216 324

1/7/2010 to 30/6/2011



Citizens Service Centre Hours  
Monday, Wednesday to Friday 8.30am - 5pm  
Tuesday 8.30am - 7pm except January

WP INVESTMENT NO 4 P/L  
737 Burwood Road  
HAWTHORN VIC 3122



1021431

Date of Issue: 25/10/2010

Date Posted: 28/10/2010

Property Address

2 Walker Street, MOONEE PONDS VIC 3039

Details of Rates and Charges

## TAX INVOICE

Assessment No.:

14039 2

### SECOND INSTALMENT

\$389.00

Due by 30th November 2010

### INTEREST

Late or non-payment of instalment amount will incur interest of 10.5% p.a. charged from each instalment due date to date of payment.  
See reverse for more details.

### NOTE:

Objections to Valuations as outlined on the reverse of this notice are applicable to your Rates & Valuation Notice, not Instalment notices.

# SECOND INSTALMENT

## \$389.00

### Due by 30th November 2010

POSTAL DELAYS WILL NOT BE ACCEPTED AS AN EXCUSE FOR LATE PAYMENT



PHONE PAYMENTS  
Phone 1300 738 574  
Cust Ref: 0140392



Bill Code: 93658  
Cust Ref: 0140392



INTERNET PAYMENT  
log onto  
[www.mvcc.vic.gov.au](http://www.mvcc.vic.gov.au)  
Cust Ref: 0140392

AMOUNT RECEIVED  
\$

BANK TELLER STAMP  
/ /  
Date of payment

SEE BACK OF NOTICE FOR PAYMENT METHODS



Billpay Code: 0345  
Ref: 14 0392



\*345 140392

Pay at any Post Office, phone 1300 852 455 or go to [postbillpay.com.au](http://postbillpay.com.au).

## Commonwealth Bank

Commonwealth Bank of Australia  
ABN 48 123 123 124

MOONEE PONDS, 49 PUCKLE STREET, VIC

Teller's Stamp  
& Initials

Name WP INVESTMENT NO 4 P/L

Property 2 Walker Street, MOONEE PONDS VIC 3039

Paid in by (signature)

Assessment No. 14039 2

Please fill in the following for all cheques.  
Proceeds of cheques, whilst credited to the account,  
are generally not available until cleared. Please refer  
to your account terms and conditions for details

## CREDIT

No. of Cheques

Drawer

Bank

Branch

Teller Use

\$100

\$50

\$20

\$10

\$5

Date

Notes

Coin

Cheques

For CREDIT of

CITY OF MOONEE VALLEY

SECOND INSTALMENT DUE 30th November 2010

\$

389.00

000000000 14039 2:066 5000

831

**WATER INVOICE**



**City West Water**  
LIMITED

ABN 76 002 902 487

006259 030



WP INVESTMENT NO.4 PTY LTD  
737 BURWOOD ROAD  
HAWTHORN VIC 3122

**Summary of charges - Residential**  
**2 Walker Street Moonee Ponds**

Previous bill	Amount received	Balance forward
\$91.40	\$91.40	\$0.00

Product/Service	Charge Period	Amount
<b>Water &amp; Sewerage</b>	<b>( your meter was read on -08/09/2010 )</b>	
Usage charges	4 Jun 2010 to 8 Sep 2010	\$46.81
Service charges	1 Jul 2010 to 30 Sep 2010	\$85.03
Waterways & Drainage Charge	1 Jul 2010 to 30 Sep 2010	\$18.20
Annual Parks Charge	for year ending 30 Jun 2011	\$63.75
Less Rounding		-\$0.04
<b>Please pay</b>		<b>\$213.75</b>

The Parks Charge is collected once-a-year on behalf of Parks Victoria. See the enclosed Making Waves newsletter for more information.

**EMERGENCIES (24hrs) ☎ 13 WATER (13 92837)**

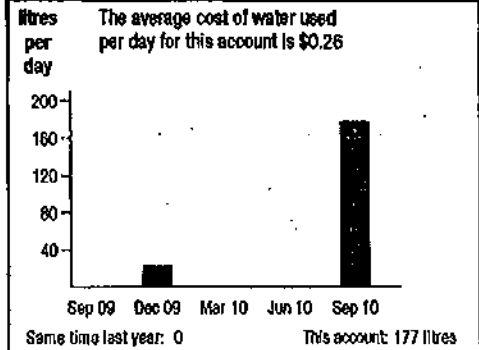
**Quarterly Account**

Issue date 10 September 2010

Account number	1211 7855 5138
Customer number	1054546

**Please pay \$213.75**  
**Date due 01 Oct 2010**

**Average daily usage**



**Need to contact us?**

- Credit card payments ☎ 131 971 (24 Hours) & account balances
- Account enquiries ☎ 131 691 (8:00am-5:30pm Mon-Fri)
- Hearing Impaired ☎ (03) 9313 8699 TTY facility
- 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'

**City West Water 2010 Prices**

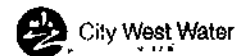
For more information on price increases see the enclosed Making Waves newsletter.

**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.

**Are you on Target 155?**

Check the enclosed statement to see if your household is on Target 155.



2 Walker Street Moonee Ponds

**Please pay \$213.75**  
**Date due 01 Oct 2010**  
How to pay? Please see over



\*362 121178555138

168CWD\_1\_7\_1111\_S\_01\_786000259011650

168CWM40010

## 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 \$
MAF356777	96	2557	2574	17.00		

Total Water Consumed						
Usage Step 1			5.00	1.2600		\$6.30
Usage Step 1			12.00	1.5427		\$18.51
<b>Total</b>			<b>17.00</b>			<b>\$24.81</b>

Sewage Disposal						
05/08/2010 to 30/06/2010			4.09	1.4545		\$5.95
01/07/2010 to 08/09/2010			10.12	1.5862		\$16.05
						<b>\$22.00</b>

**Total - Usage Charges \$46.81**

### Service Charges

Water Service Charge						\$38.53
Sewerage Service Charge						\$46.50

**Total - Service Charges \$85.03**

### Other Authorities' Charges

	Net annual value (NAV) <sup>A</sup>	Rate in NAV \$	Minimum	Charge \$
Waterways & Drainage Charge	\$7,865	0.008699	\$18.20	\$18.20
Annual Parks Charge	\$7,865	0.003850	\$83.75	\$83.75

**Total - Other Authorities' Charges \$81.95**

Less rounding -\$0.04

**Please pay - GST does not apply \$213.75**

### Payments Received

15/06/2010 -\$91.40

## Your charges explained

### Usage charges

#### Water Usage

This is the cost for the amount of water used at the property, as recorded by your water meter.

#### Sewage Disposal

This is the cost of transporting, treating and disposing of wastewater from the property.

### 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.

#### Annual Parks Charge

This charge is collected annually on behalf of Parks Victoria. For further information, please visit [www.parkweb.vic.gov.au](http://www.parkweb.vic.gov.au) or phone Parks Victoria on 131 983.

## 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.

### Concessions

If you have a Pensioner, Veterans Affairs, War Widow, TPI, or Health Care (excluding Child Disability and Foster Care and Gold Cards except dependants) concession cards and this is your principle place of residence, you are entitled to a concession on Service and Volume Charges. A concession has not been granted on this bill however if you believe you are entitled to a concession please call 131 691.

### Payment difficulty? ☎ 131 691.

A number of payment assistance programs are available.







### 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:** 2 Walker Street Moonee Ponds

Page 2 of 4

 <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>Centrepay</b> Call 131 691 to arrange a regular amount to be automatically deducted from your Centrelink payments.  Centrepay Ref Number: 555054071L</p>	 <p><b>Bill Code: 8789</b> <b>Ref: 1211 7855 5138</b>  BPAY® - Make this payment via internet or phone banking. BPAY View® - Receive, view and pay your bill using internet banking. BPAY View Registration No - Please use the 'Ref.' number above shown under the 'Bill 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> Postbillpay 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: 1211 7855 5138  In Person Australia Post: Pay this bill at Australia Post Stores (cash or cheque).</p>
--	--	--	---	---	--

Please Pay  Amount Paid  Date Paid  Receipt Number

121178555138+00021375+00000000

**LAND TAX ASSESSMENT**

WP4

STATE REVENUE OFFICE VICTORIA  
ABN 76 775 195 331  
www.sro.vic.gov.au

# 2010 Land Tax Assessment Notice

SROS1242007 / SRO / LTK / R07331 / P00405 / E01109 / H12

W P INVESTMENT NO 4 PTY LTD  
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

Customer number: 073840404  
Please quote this number when contacting the SRO. No details will be provided or updated without this number.

Assessment number: 060800931

Issue date: 05 Mar 2010



60800931000400

**PAY BY INSTALMENTS**  
1st instalment: \$250.00  
Due & Payable By: 06 April 2010

**PAY IN FULL**  
Total tax payable: \$1,000.00  
Due & Payable By: 20 July 2010

2nd Instalment: \$250.00  
Due & Payable By: 22 Jun 2010

3rd Instalment: \$250.00  
Due & Payable By: 07 Sep 2010

4th Instalment: \$250.00  
Due & Payable By: 23 Nov 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

Westpac Banking Corporation



60800931000400

CREDIT

Customer No: 073840404  
Assessment No: 060800931

VICTORIAN GOVERNMENT, LEVEL 10, 360 COLLINS STREET MELBOURNE VIC  
Banks other than Westpac may charge a transfer fee.

Paid in by - Signature \_\_\_\_\_ Teller \_\_\_\_\_  
Date Deposited \_\_\_\_\_

NOTE Where this deposit is lodged at a bank or branch other than that shown it will be transferred 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 \_\_\_\_\_  
Cash \_\_\_\_\_  
Cheque \_\_\_\_\_

For CREDIT of State Revenue Office Victoria. 61  
Total \$ \_\_\_\_\_

6080093

033002220 17001100

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:

- Pay the full amount on the assessment notice, or
- 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



Bpay®

Bill Code: 5249

Reference: 60800931

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).



### Payment by mail

- Make cheque payable to: State Revenue Office, Victoria marked 'Not Negotiable'.
- 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
- Attach the Westpac deposit slip and keep the top section of this form for your records.



### Payment at any bank

- Payment of the amount due may be made at any bank.
- Westpac Banking Corporation will not charge a transfer fee. Banks other than Westpac may charge transfer fees.
- Complete all the details on the bank deposit slip.
- The bank will stamp the top section of this form and return it to you as a receipt.



### Payment in person

- Present this notice intact to the State Revenue Office,  
Level 2, 121 Exhibition Street Melbourne
  - Payment by cash or cheque only.
  - You will be issued an official receipt.
- Payments can be made between 8.30am and 4.30pm Mon, Tues, Thur and Fri and between 8.30am and 1.00pm Wed.

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

&lt;

&lt;

&gt;060800931000&lt;060800931000&gt;400&lt;400&gt;

&lt;007&gt;007&lt;0001£6008090&gt;0001£6008090&lt;

&gt;

&gt;

# Summary of Assessment

Assessment number 060800931

## 2010 Calculation of Land Tax Payable

### 2010 Calculation

Total Taxable Value	\$605,000
Tax Calculation	\$1,000.00
2010 Tax Payable	<u>\$1,000.00</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 73 - 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

Assessment number 060800931  
Page 3

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  
1 2 WALKER ST, MOONEE PONDS,  
3039  
MOONEE VALLEY

Land Id/ References    Single Holding Tax \*    Proportional Tax \*\*    Taxable Value  
009655919            \$1,000.00            \$1,000.00            \$605,000  
C L6223  
1 T444750

Total Taxable Value \$605,000

**PLANNING CERTIFICATE**


**Property Report** from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 12 November 2010 12:28 PM

**Address:** 2 WALKER STREET MOONEE PONDS 3039

**Lot / Plan:** Lot 1 TP444750

**SPI (Standard Parcel Identifier):** 1\TP444750

**Local Government (Council):** MOONEE VALLEY **Council Property Number:** 187526

**Directory Reference:** Melway 84A E4

**Parcel Details**

Lot/Plan or Crown Description	SPI
Lot 1 TP444750	1\TP444750

**State Electorates**
**Legislative Council:** WESTERN METROPOLITAN (2005)

**Legislative Assembly:** ESSENDON (2001)

**Utilities**
**Rural Water Business:** Southern Rural Water

**Metro Water Business:** City West Water

**Melbourne Water:** inside drainage boundary

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

**Planning Zone Summary**
**Planning Zone:** BUSINESS 5 ZONE (B5Z)
**Planning Overlay:** None affecting this land

**Further Planning Information**

Planning scheme data last updated on 11 November 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

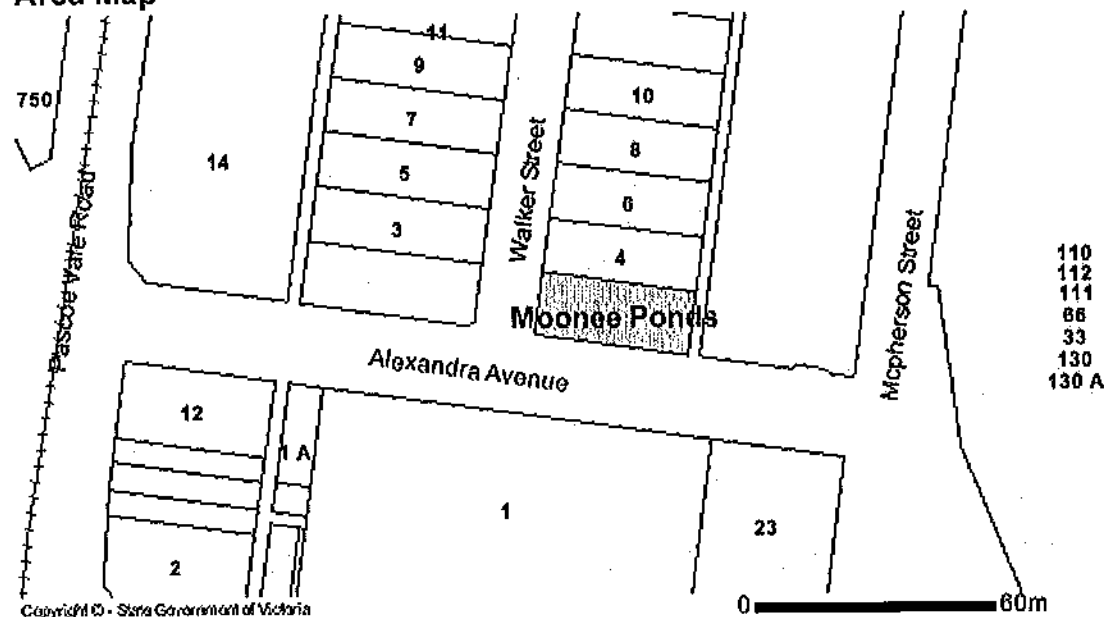
land.

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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**ANSTAT**  
AN SAI GLOBAL COMPANY



www.anstat.com.au



**CERTIFICATE No:** 3887567    **DATE:** 24/10/2008

# PLANNING CERTIFICATE

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

**Client Ref:** JKM:WP-INV-0810883  
**Vendor:** WP INVESTMENT NO 4 PTY LTD  
**Purchaser:**

**Subject Property:** 2 WALKER STREET MOONEE PONDS VIC 3039

**Title Particulars:** Vol 3825 Fol 969

**Municipality:** MOONEE VALLEY

**Planning Scheme:** MOONEE VALLEY PLANNING SCHEME

**Responsible Authority for administering and enforcing the Scheme:** MOONEE VALLEY CITY COUNCIL

**Zone:** BUSINESS 5 ZONE

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

**Design and Development Overlay:** Not Applicable

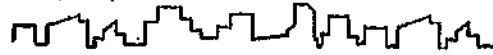
**Heritage Overlay:** Not Applicable

**Other Overlays:** Not Applicable

**Proposed Planning Scheme Amendments:** Not Applicable

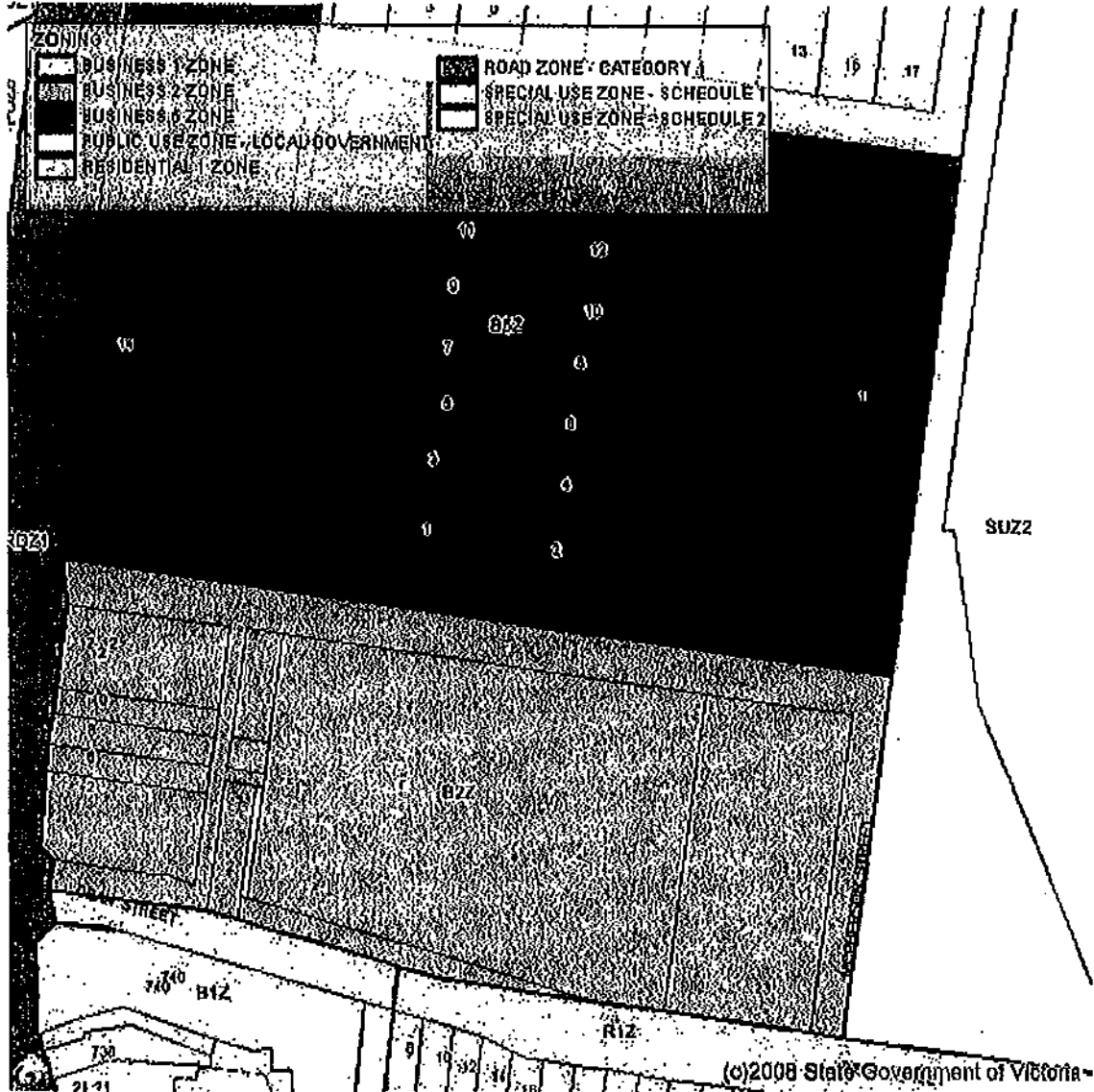
**Additional Notes:** Not Applicable

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



CERTIFICATE No: 3887567 DATE: 24/10/2008

# PLANNING CERTIFICATE



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

Need more detail? Anstat's Planning Scheme Extract product can supply you with the text of Planning Scheme provisions for any Zone shown on the map extract above. Order online at [www.anstat.com.au/api](http://www.anstat.com.au/api).

File Ref: *MV/18186/2006*  
Enquiries: *Matt Spozio*

15 November 2010

CHPW Financial Pty Ltd  
C/-MAP Architecture and Design  
Suite 1/191 Drummond Street  
CARLTON VIC 3053

Dear Sir/Madam

**Moonee Valley Planning Scheme Application No.:** MV/18186/2006  
**Location:** 2 Walker Street, MOONEE PONDS  
**Proposal:** Use and development of the land for a three storey building for the use of five offices, a food and drink premises and thirteen dwellings along with a reduction in the carparking requirements.

Please find your copy of the amended Planning Permit MV/18186/2006 issued at the direction of the Victorian Civil and Administrative Tribunal.

If you have any queries you may contact Matt Spozio of Council's Statutory Planning Office on telephone 03 9243 9111

Yours faithfully



*Matt Spozio*  
**Town Planner**  
Enc:

PLANNING AND ENVIRONMENT ACT 1987  
Form 4

AMENDED PLANNING PERMIT

PLANNING PERMIT NO.: MV/18186/2006

PLANNING SCHEME: Moonee Valley Planning Scheme

RESPONSIBLE AUTHORITY: Moonee Valley City Council

ADDRESS OF LAND: 2 Walker Street, MOONEE PONDS

THE PERMIT ALLOWS FOR: Use and development of the land for a three storey building for the use of five offices, a food and drink premises and thirteen dwellings along with a reduction in the carparking requirements  
**In accordance with endorsed plans**

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Before the development starts, amended plans (three copies) must be submitted to and approved to the satisfaction of the Responsible Authority. The plans must be drawn to scale, with dimensions, and be generally in accordance with the plans identified as Revisions AM2/A01- A07 prepared by MAP Architecture and Design and dated September 2009 but modified to show;
  - (a) The incorporation of acoustic protection measures to all dwellings within the building including acoustic attenuation of all building services and plant equipment in accordance with Condition 5.
  - (b) The location of all external plant and equipment including, but not limited to service units for heating cooling and hot water, solar panels, services shafts, waste chute, television antennae and communication devices, service meters, clotheslines, car park mechanical exhaust and ventilation.
  - (c) A full schedule and colour board of A4 size of materials and finishes including colours for the exterior of the building and the provision for non-

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reflective materials.

**(d) Deleted**

(e) The elevation plans specifying natural ground level, finished ground level, finished floor level and total building heights measured relative to a level taken from a defined point on the footpath at the frontage of the site or in relation to Australian Height Datum (AHD).

(f) The reinstatement of redundant crossovers and their replacement with footpaths, nature strips, kerb and channelling.

(g) Details of design, construction, materials and plants for the planter box and landscape area facing Walker Street.

(h) Bicycle parking facilities provided in accordance with the rates specified in Clause 52.34 of the Moonee Valley Planning Scheme.

**(i) Deleted**

(j) All vehicle access way gradients in accordance with the relevant Australian Standard(s) shown in cross section.

**(k) Deleted**

(l) Requiring a canopy and suitable lighting and signage treatment be incorporated at the entry foyer to the building facing Walker Street to ensure visibility to the street for the benefit of visitors to the premises.

**(m) Deleted**

When approved, these plans become the plans endorsed with the permit.

2. The layout of the subject site and the size, design and location of the buildings and works permitted must always accord with the endorsed plans and must not be altered or modified without the further written consent of the Responsible Authority.
3. Before the development starts a Waste/Recycling Management Plan must be submitted to and approved by the Responsible Authority. In the preparation of the Waste/Recycling Management Plan, specific provision must be made for the following items:
  - (a) How the collection of refuse and recycling material will be managed including the location for collection and whether collection is by private or public operators;
  - (b) What will be the frequency for the removal of such refuse and recycling materials;
  - (c) Whether waste/recycling management will include compaction of refuse

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and/or breaking of bottles and how the consequent noise impacts from these activities will be mitigated.

- (d) How it is intended to control the emission of odour caused by such refuse and recycling material when it is being stored within the subject site;
- (e) Where the bins will be stored including details of screening and ventilation;
- (f) That the bin storage areas are sufficient to cater for the amount of waste that will be produced;
- (g) The type of bins which will be used on the subject site;
- (h) Hours of bin collection not being outside the hours of:
  - 7:00am - 8:00pm Monday to Saturday
  - 9:00am - 8:00pm Sunday & Public Holidays
- (i) Access routes for private waste collection vehicles that do not rely on reversing movements, if private waste collection is utilised.

Once this plan is approved it becomes part of the permit and must be implemented and continue to be implemented.

4. Prior to the commencement of the development a Construction Management Plan must be submitted and approved by the Responsible Authority detailing the construction activity proposed. The plan must include, but not be limited to:

- (a) Hours and days of construction;
- (b) Dust management;
- (c) Parking and traffic movement of all workers' vehicles and construction vehicles;
- (d) Works timetable;
- (e) Any impacts upon adjacent roads and pedestrian walkways and providing for adequate movement and circulation of vehicles and pedestrians adjacent to the subject site during the construction phase;
- (f) Access routes for construction vehicles;
- (g) Location of any wash bays;
- (h) Temporary fencing works;
- (i) Number of workers expected to work on the subject site at any time;

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- (j) Methods for limiting escape of dust and litter from the subject site.
- (k) The commencement date of activities must be provided not less than 28 days prior to the commencement of each of demolition and construction.

The Construction Management Plan must be to the satisfaction of the Responsible Authority.

Once submitted and approved, the plan must be implemented to the satisfaction of the Responsible Authority.

- 5. Before the development starts a qualified acoustics expert must prepare an acoustic report and a copy must be provided to the Responsible Authority, that details the noise attenuation measures required to all habitable rooms within the dwellings to ensure minimal impacts from noise sources external to those dwellings. The recommendations of the acoustic report must be approved by Council in writing and once approved implemented to the satisfaction of the Responsible Authority prior to the completion of the development.
- 6. The recommendations of the acoustic report must be approved by Council in writing and once approved implemented to the satisfaction of the Responsible Authority prior to the completion of the development.
- 7. Lighting must be located, directed and shielded and of limited intensity that no nuisance or loss of amenity is caused to any person within or beyond the subject site.
- 8. Before the development starts, a Car Parking Management Plan prepared by an appropriately qualified traffic consultant must be submitted to and approved by the Responsible Authority. The Car Parking Management Plan must include:
  - (a) Provision of a total of 24 car spaces comprising **7 car spaces** for the office component of the development, **2 car spaces for the food and drink premises** and **13 car spaces for the dwellings along with 2 visitor car spaces including a disabled car space;**
  - (b) Security arrangements for occupants of the development and their visitors, including the provision of an intercom system;
  - (c) Lighting of parking areas, entries and exits;
  - (d) Proposed signage to direct occupants and visitors to their designated parking spaces;
  - (e) Location of any intercom systems to allow visitors to enter the subject site;
  - (f) Security arrangements;
  - (g) Unless the Responsible Authority has consented in writing, no parking fees being required for car parking.

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Once this plan is approved it becomes part of the permit and must be implemented and continue to be implemented.

9. Any cost associated with the removal of the right angle meter parking space on Alexander Avenue adjacent to the site to assist with the safe egress from the site must be borne by the owner or person requesting the removal thereof.
10. Standard concrete vehicular crossing/s must be constructed to suit the proposed driveway/s in accordance with the responsible Authority's standard specification. Any vehicle crossing/s no longer required must be removed and the land, footpath and kerb and channel replaced all to the satisfaction of the Responsible Authority.
11. All drainage works undertaken must be in done so in accordance with the requirements of Moonee Valley City Council's Engineering Services Department and to the satisfaction of the Responsible Authority.
12. All piping and ducting above the ground floor storey of the building must be concealed.  
Prior to completion of the development all boundary walls in the development must be constructed, cleaned and finished to the satisfaction of the Responsible Authority.
14. Service units, including air conditioning units, must not be located on any of the balconies or terrace areas unless appropriately visually and acoustically screened to the satisfaction of the Responsible Authority.
15. Any service pits located within the proposed crossovers must be relocated to at least 1.0 metre from the crossovers at the owner's expense and to the satisfaction of the Responsible Authority.
16. The materials, colours, decoration and/or finishes to be applied to the exterior of the building or works as described on the drawings or schedules endorsed to accompany this permit must not be altered without the consent of the Responsible Authority.
17. The area set aside for the parking of vehicles, together with the associated access lanes as delineated on the endorsed plans must:
  - (a) Be provided and completed to the satisfaction of the Responsible Authority prior to the commencement of the use hereby permitted;
  - (b) Thereafter be maintained to the satisfaction of the Responsible Authority;
  - (c) Be made available for such use at all times and not used for any other purpose;
  - (d) Be properly formed to such levels that it can be used in accordance with the endorsed plans;
  - (e) Have the boundaries of all vehicle spaces clearly indicated on the ground in conformity with the endorsed plans.

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18. The garden areas shown on the endorsed plans and planting schedule must only be used as gardens and shall be maintained in a proper, tidy and healthy condition to the satisfaction of the Responsible Authority. Should any tree or shrub be removed or destroyed it must be replaced by a tree or shrub of similar size and variety. The Council's Planning Office must be advised of the completion of the landscaping so that a site inspection can be carried out.
19. A street tree must not be removed or replaced without the prior written consent of the Responsible Authority. All fees associated with the removal, replacement or replanting of the street tree must be borne by the owner or person requesting the removal of the street tree.
20. Paving abutting an adjacent property must be provided with 150mm high concrete kerb.
21. Stormwater runoff from the impervious paving must be directed to drain to an underground drainage system.
22. All stormwater runoff from the development must drain via an underground drainage system and discharge to the barrel drain in Alexandra Avenue via an On Site Detention System.
23. The On-Site Detention must limit the rate of stormwater discharge from the property to pre-development levels (Co-efficient runoff =0.4, time of concentration = 5 minutes, Australian Rainfall Intensity 1 in 5). An Australian Rainfall Intensity of 1 in 10 must be used for storage and the greater of post development Co-efficient or Co-efficient=0.80. A drainage layout prepared by a Civil Engineer together with computations for the On Site Detention System and manufacturer's specifications must be submitted to Council's Drainage Engineer and approved in writing prior to the commencement of any works.
24. If rainwater tanks are used for toilets or laundry use, the overflow from such tanks must go back into the underground stormwater drainage system.
25. Prior to commencement of any works a drainage inspection permit must be obtained from Council's Citizens Service Centre.
26. Prior to commencement of any works within the road reserve an application for consent (formerly Road Opening Permit) must be obtained from Council's Citizens Service Centre.
27. Prior to commencement of any works on the land a Legal Point of Discharge must be obtained from Council.
28. All works within the road reserve must be in accordance with the requirements of the Moonee Valley City Council's Engineering Services Department.

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29. This permit will expire if:

- (a) The development does not start within two (2) years of the date of this permit; or
- (b) The development is not completed within four (4) years of the date of this permit.

Before the permit expires or within three (3) months afterwards the owner or occupier of the land may in writing request the Responsible Authority to extend the expiry date.

**Note** *This permit was issued in accordance with the determination of the Victorian Civil and Administrative Tribunal dated 1 November 2010.*

<b>Date of Amendment</b>	<b>Amendment Description</b>
26 November 2009	Permit preamble amended to allow the use and development of the land for a three storey building for the use of eight offices and thirteen dwellings along with a reduction in the car parking requirements, deletion of Conditions 1 (d), (i), (k), (m) and modification to Condition 8 pursuant to Section 91 of the Planning and Environment Act 1987.
15 November 2010	Permit preamble amended to allow the use and development of the land for a three storey building for the use of five offices, a food and drink premises and thirteen dwellings along with a reduction in the carparking requirements and the amendment of Condition 8 pursuant to Section 72-76B of the Planning and Environment Act 1987.

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**Signature for the Responsible Authority**

**VIC ROADS CERTIFICATE**



**ANSTAT**  
AN SAI GLOBAL COMPANY



www.anstat.com.au



CERTIFICATE No: 3887567 DATE: 24/10/2008

# ROADS CERTIFICATE

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

**Client Ref:** JKM:WP-INV-0810883  
**Vendor:** WP INVESTMENT NO 4 PTY  
LTD  
**Purchaser:**

**Subject Property:** 2 WALKER STREET MOONEE PONDS VIC 3039

**Title Particulars:** Vol 3825 Fol 969

**Municipality:** MOONEE VALLEY

**Advice of any currently 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.*