


R.Corp Presents

THE YORK

W. BRUNSWICK

CONTRACT OF SALE
APT NO.



THE HUDSON



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

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Contract of Sale of Real Estate

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address: *Apartment _____, The Hudson, 8 Olive York Way, Brunswick West, 3055*

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

The terms of this contract are contained in the –

- particulars of sale; and
 - special conditions, if any; and
 - general conditions
- in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing –

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

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

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

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

State nature of authority, if applicable:

This offer will lapse unless accepted within 60 clear business days (3 clear business days if none specified)

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

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

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period (Section 31 of the *Sale of Land Act 1962*)

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

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

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

EXCEPTIONS: the 3-day cooling-off period does not apply if:

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

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

A substantial period of time may elapse between the day on which you sign

the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

Particulars of sale

VENDOR'S ESTATE AGENT

Name:

Address:

Email:

Tel:

Mob:

Fax:

Contact:

VENDOR

Name: *DSI Nominees (Vic) Pty Ltd (ACN 600 236 253) (as bare trustee for Duggan Street Investments Pty Ltd (ACN 096 473 791) and R Project 14 Pty Ltd (ACN 164 969 528) (as trustee for R Project 14 Trust)*

Address: *Level 10, 650 Chapel Street, South Yarra, 3141*

VENDOR'S LEGAL PRACTITIONER

Name: *Tan Partners*

Address: *Studio 3A, 103 Lonsdale Street, Melbourne, 3000*

Email: *craze@tanpartners.com.au*

Tel: *03 9650 2422*

Mob: *0417 301 336*

Fax: *03 9650 2355*

Contact: *Olivia Craze*

PURCHASER (please ensure all contact details are completed in full)

Name(s):

Address(s):

Email(s):

Tel: Fax:

If more than one Purchaser is recorded above, the Purchasers are buying the property:

as joint tenants; or

as tenants in common in the following percentages:

.....%

.....%

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name:

Address:

Email:

Tel: Fax: Contact:

LAND

The land is described as Lot _____ on the Plan being part of the land described in certificate of title volume 11172 folio 971

PROPERTY ADDRESS

The address of the Land is Apartment _____, The Hudson, 8 Olive York Way, Brunswick West, 3055

GOODS SOLD WITH THE LAND

As set out in Schedule 2 as they relate to the Land

OPTIONAL UPGRADES

The Purchaser selects the upgrades as indicated below:

Tick if applicable	Optional upgrade	Cost of upgrade (including GST)	Amount to be added to Price
<input type="checkbox"/>	Floor boards in entrance & kitchen	\$3,888.00	\$3,888.00

CONTRACT PRICE	\$.....	being the cost of the land and improvements
OPTION	\$.....	being the total cost of the Option selected above
PRICE	\$.....	being the total of the Land and improvements and Option
DEPOSIT	\$.....	being an amount equivalent to 10% of the Price, of which \$..... has been paid with the remainder payable within 7 days of the Day of Sale
BALANCE	\$.....	payable on the Settlement Date

SETTLEMENT

is due on the later of:

- (a) 14 days after written notification by the Vendor's Legal Practitioner to the Purchaser or the Purchaser's Legal Practitioner or Conveyancer of the Registration of the Stage of the Plan in which the Lot is located; and
- (b) 14 days after written notification by the Vendor's Legal Practitioner to the Purchaser or the Purchaser's Legal Practitioner or Conveyancer of the issue of the Occupancy Permit.

GST	
The price includes GST (if any) unless the words ' plus GST ' appear in this box	Not applicable
If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-48 of the <i>GST Act</i> or of a 'going concern' then add the words ' farming business ' or ' going concern ' in this box	Not applicable
The margin scheme will be used to calculate GST where the words ' margin scheme ' appear in this box	Not applicable

SPECIAL CONDITIONS	
This contract does not include any special conditions or additional special conditions unless the words ' special conditions ' appear in this box.	Special Conditions

FIRB
The Purchaser:
<ul style="list-style-type: none"> • is <input type="checkbox"/> • is not <input type="checkbox"/>
a Foreign Person as defined in this Contract.

SCHEDULE TO THE PARTICULARS OF SALE

Encumbrances –

All registered and unregistered encumbrances, easements, covenants and restrictions including:

- (a) any disclosed in the Vendor's Statement;
- (b) any apparent or implied easements;
- (c) any creation by section 98 of the **Transfer of Land Act 1958 (Vic)** or implied under the Subdivision Act;
- (d) any referred to or described in the Plan;
- (e) any provided in or contemplated by the Owners Corporation Rules;
- (f) the Lot Liability of the Property;
- (g) any contemplated by any Approval relating to the Site or required by any Authority including any conditions which may be imposed in connection with any application including any Section 173 Agreement;
- (h) any vested in any Authority;
- (i) any electrical substation lease required to be entered into;
- (j) any required or contemplated by this Contract; and
- (k) Statement of Environmental Audit.

Special Conditions

Instructions: It is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg. 4a, 4b, 4c etc.)

Special condition A – Acceptance of title

General condition 12.4 is added:

Where the purchaser is deemed by section 27(7) of the *Sale of Land Act* 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

PLEASE SEE FURTHER SPECIAL CONDITIONS FOLLOWING THE GENERAL CONDITIONS

General Conditions

Part 2 being Form 2 prescribed by the *Estate Agents (Contracts) Regulations 2008*

Title

1. ENCUMBRANCES

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

2. VENDOR WARRANTIES

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

3. IDENTITY OF THE LAND

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

4. SERVICES

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

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

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

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

8. BUILDER WARRANTY INSURANCE

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

9. GENERAL LAW LAND

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

Money

10. SETTLEMENT

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

11. PAYMENT

11.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

11.3 The purchaser must pay all money other than the deposit:

- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

- (a) in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.

12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

14. LOAN

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

15. ADJUSTMENTS

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

Transactional

16. TIME

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

17. SERVICE

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

(d) by email.

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

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

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

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

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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

25. BREACH

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

27.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. DEFAULT NOT REMEDIED

28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

28.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

28.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

28.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

Special conditions

1. Interpretation

Definitions

1.1 In this Contract capitalised terms have the same meaning as given to them in the Particulars of Sale unless the context requires otherwise and the following words have these meanings in this Contract unless the contrary intention appears:

Approvals means any permit, subdivision permit, planning scheme amendment or approval required for the Property or the Development and the issue of all planning approvals necessary to obtain Registration of the Plan and includes, without limitation, the Planning Permit.

Authority means any government or any public, statutory, governmental, semi-governmental, local governmental, administrative, fiscal, statutory, municipal or judicial body, entity or authority and includes a Minister of the Crown (in any right), and any person, body, entity or authority exercising a power pursuant to an Act of Parliament.

Bank means:

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

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

Bank Guarantee means an irrevocable and unconditional undertaking that complies with the Bank Guarantee Conditions.

Bank Guarantee Conditions means the conditions set out in **Schedule 3**.

Builder means a builder or builders selected by the Vendor to carry out the Works and Site Works and includes its successors.

Building Contract means a separate contract that is a major domestic building contract (within the meaning of the **Domestic Building Contracts Act 1995 (Vic)**) or other building contract as the Vendor deems appropriate with the Builder.

Business Day means a day that is not a Saturday, a Sunday, or a public holiday in Melbourne.

Claim includes any claim, demand, remedy, suit, injury, damage, claim for compensation, damages (whether or not purely economical) or cost, including legal costs and interest.

Common Property means the common property created on Registration of the Plan from time to time.

Contract means this contract of sale including the Particulars of Sale, the special conditions, all annexures and schedules, the General Conditions and the Vendor's Statement.

Defects Period means the period of 3 months immediately following the Settlement Date;

Development means the proposed development and subdivision of the Site generally in accordance with the Planning Permit and the Plans and Specifications (subject to any variations or amendments which may be made under this Contract).

Display Unit means the display suite established for the purpose of marketing activities in relation to the Development.

Environmental Condition means the presence of Hazardous Materials in, on, under or emanating from or onto the Site whether such presence is in the soil, air, surface water or ground water, structures, equipment or facilities.

Environmental Laws shall mean any and all past, present and future Laws, and any codes of practice, guidance notes, National Environment Protection Measures defined in the **National Environmental Protection Act 1994 (Cth)**, State environment protection policies, orders, directions, consents, authorisations or permits concerning environmental, health or safety matters (including, but not limited to, the clean up standards and practises for Hazardous Materials in buildings, equipment, soil, sub-surface strata, air, surface water or ground water), whether set forth in applicable Law or applied in practise to the Site.

Earthworks means works affecting the natural surface level of the Property or of any land abutting the Property located within the Site.

FIRB Approval Letter means the certificate dated 3 February 2015 issued under regulation 3(e) of the **Foreign Acquisitions and Takeovers Regulations 1989 (Cth)** which permits the Vendor to sell new dwellings the Development to Foreign Persons.

Foreign Person means a foreign person or corporation as defined under the **Foreign Acquisitions and Takeovers Act 1975 (Cth)**.

General Conditions means the general conditions set out in part 2 of the standard form of contract prescribed by the **Estate Agents (Contracts) Regulations 2008 (Vic)** as amended by this Contract.

Goods are the goods described in the Particulars of Sale.

Guarantee means a guarantee and indemnity in the form in **Schedule 1**.

Hazardous Materials means any substance that is toxic, ignitable, reactive, corrosive, radioactive, caustic, dangerous, or which presents a risk of harm to human health or the environment, or is or may be regulated under any Environmental Laws as a hazardous substance, hazardous material, contaminate, toxic substance, toxic pollutant, hazardous waste, special waste, industrial waste or pollutant.

Interest means the sum paid by the Bank on an amount less Bank and government charges and taxes.

Laws means any law (including principles of law or equity established by decisions of courts) that applies in Victoria, and any rule, regulation, ordinance, order, by-law, local law, statutory instrument, control, restriction, direction or notice made under a law by any Authority.

Lot has the same meaning as under the **Subdivision Act**.

Lot Entitlement means the proportion of entitlement attributed to a Lot by the Plan.

Lot Liability means the proportion of liability attributed to a Lot by the Plan.

Occupancy Permit means a permit issued under the **Building Regulations 2006 (Vic)** in respect of the Works.

Options means any upgrade options specified and elected by the Purchaser in the Particulars of Sale.

Owners Corporation means the owners corporation of which, on Registration of the Plan, the owner of the Land will be a member.

Owners Corporation Regulations means the **Owners Corporation Regulations 2007 (Vic)** or any replacement or amendment to these regulations.

Owners Corporation Rules means the model rules prescribed by the **Owners Corporation Regulations 2007 (Vic)** as augmented by additional owners corporation rules attached to the Vendor's Statement and any additions or alterations to them that are notified by the Vendor to the Purchaser in writing before the Settlement Date.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained from the information or opinion.

Plan means unregistered plan of subdivision PS728974W and includes any amendment or alteration of that plan from time to time and, on Registration, means the plan in the form in which it is Registered.

Planning Permit means planning permit no. MPS/2010/984 dated 9 January 2012 as extended by letter from Moreland City Council dated 28 November 2013 and includes any amendment from time to time.

Plans and Specifications means the plans and specifications in **Schedule 2** and includes the Options (if any), as varied in accordance with this Contract from time to time.

Registered means registered by the Registrar of Titles whether or not a separate duplicate certificate of title for the Land has been issued and **Registration** has a corresponding meaning.

Registration Date means the date that is 60 months after the Day of Sale.

Replacement Section 173 Agreement means the draft section 173 agreement between Moreland City Council and the Vendor as amended from time to time (a copy is attached to the Vendor's Statement).

Revenue Form means Duties Form 4A, Off-the-plan sales statutory declaration issued by the State Revenue Office of Victoria and includes any amendment or replacement thereof.

Section 173 Agreements means any agreement entered into or to be entered into under section 173 of the **Planning & Environment Act 1987 (Vic)** applicable to the Land or the Site and includes, without limitation, the agreement noted on the title for the Site as AC999864Y and the Replacement Section 173 Agreement.

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.

Settlement Date is the date described in the Particulars of Sale.

Site means all the land in the Plan and/or Development.

Site Works means the works to be carried out on Site by the Builder but excluding the Works.

Stage means a stage of the Plan.

Statement of Environmental Audit means the certificate or statement of environmental audit issued by Golder Associates and dated 31 May 2010 as amended from time to time or any other statement of environmental audit issued in respect of the Site.

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

Vendor's Statement means the statement made by the Vendor under section 32 of the **Sale of Land Act 1962 (Vic)**.

Works means the construction works as contemplated in the Plans and Specifications to the extent only that those works contemplate construction of the improvements on the Land, but subject to the Vendor's rights to make variations to the Plans and Specifications under the Contract.

Interpretation

1.2 In this Contract:

- (a) headings are inserted for convenience and do not effect the interpretation of this Contract;
- (b) a reference to a statute, ordinance, code or other law includes any regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them occurring at any time before or after the date of this Contract;
- (c) a reference to a thing (including an amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them, collectively to any two or more of them collectively and to each of them individually;
- (d) an agreement, representation or warranty in favour of two or more persons is for the benefit of them joint and severally and an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (e) subject to **special condition 1.2(f)**, a provision of this Contract that is void, voidable by any part unenforceable or illegal must be read down to the extent required to give the provision legal effect;
- (f) a provision of this Contract may, at the election of the Vendor, be read down to the extent required to give legal effect to another provision of this Contract;
- (g) unless the contrary intention appears, the word person includes a firm, a body corporate, an unincorporated association or an Authority;
- (h) “include” (in any form) when introducing a list of things does not limit the meaning of the words to which the list relates to those things or to things of a similar kind;
- (i) a particular person, includes a reference to the person’s executors, administrators, successors and permitted substitutes (including persons taking by novation) and in the case of the Vendor, includes any person who takes an assignment under **special condition 18** or a Security Interest under **special condition 18**;
- (j) a reference to a document (including this Contract) includes a reference to a variation or replacement of it; and
- (k) where the Purchaser’s consent or approval is required, if the Purchaser does not provide the Vendor with a written consent or approval within 10 days after receipt of the request by the Vendor, then the consent or approval is deemed to have been given by the Purchaser.

General conditions

1.3 General Condition(s):

- (a) 1.1 is amended by inserting a new sub-paragraph (d) which reads “(d) *any encumbrance listed in the Schedule to the Particulars of Sale.*”
- (b) 3.1 is amended by inserting the words, “*nor does any failure to comply with any Law applicable to the Land or a requirement of any Authority*” at the end of the sentence;
- (c) 3.2(b) is amended by inserting the words, “*or rectify any failure to comply with a Law applicable to the Land or a requirement of any Authority*” at the end of the sentence;
- (d) 5 is amended by deleting the words “*The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.*”;
- (e) 6 is amended by deleting the words “*at least 3 days*”;

- (f) 10.1(b)(i) is amended to read, “provide all title documents necessary to enable the Purchaser to become the registered proprietor of the land”;
- (g) 18 is amended by adding an additional sentence as follows, “Any nomination must be made at least 10 Business Days before the Settlement Date. A nomination by the Purchaser will not be valid unless the Purchaser delivers to the Vendor’s Legal Practitioner:
 - (i) a nomination notice executed by the nominee purchaser and the Purchaser and any Guarantor under any Guarantee in a form approved by the Vendor;
 - (ii) a copy of the duly signed nominee statutory declaration required by the State Revenue Office executed by the nominee purchaser;
 - (iii) where applicable, a Guarantee executed in accordance with **special condition 6.2**, and
- (h) 7, 11.1, 11.6, 13, 14, 22, 24.4 to 24.6 (inclusive) do not apply to this Contract.

2. General provisions

Waiver and variation

- 2.1 A provision of or a right created under this Contract cannot be:
 - (a) waived except in writing signed by the party granting the waiver; or
 - (b) varied except in writing signed by or on behalf of the parties.

No merger

- 2.2 The provisions of this Contract do not merge on transfer of the Land and continue to bind the parties and have full effect to the extent that any of them are to be complied with after the Settlement Date.

Governing law, jurisdiction and service of process

- 2.3 This Contract is governed by the law in force in Victoria.
- 2.4 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.
- 2.5 Any document in an action (including, without limitation, any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at that party’s legal practitioner or conveyancer’s address.

Notices

- 2.6 Without limiting General Condition 17, a demand, notice or document required to be served by or on any party may be served by email, including without limitation, a notice which advises the Purchaser:
 - (a) of an amendment to the Plan; or
 - (b) advises the Purchaser of any matter of a routine nature or any condition precedent to settlement (including, without limitation, the progress of and/or Registration of the Plan or issue of the Approvals or Planning Permit),

and shall be sufficiently made, given or served if transmitted by email to the Purchaser or the Purchaser's Legal Practitioner or Conveyancer or other agent at an email address either set out in this Particulars of Sale or otherwise an email address for the Purchaser's Legal Practitioner or Conveyancer and shall be treated as having been served at the time of receipt as provided in section 13A of the **Electronic Transactions (Victoria) Act 2000 (Vic)**.

Acknowledgements

- 2.7 Before paying any money or signing any document in relation to this sale, the Purchaser acknowledges it has received:
- (a) a copy of this Contract; and
 - (b) the Vendor's Statement.

Entire agreement

- 2.8 This Contract sets out all the terms and conditions of this sale. Any promise, condition, representation or warranty relating to or leading up to this sale which is not expressly referred to in this Contract or in the Vendor's Statement which has been made by the Vendor or the Vendor's Agent or any other person on behalf of the Vendor is expressly negated and withdrawn.
- 2.9 The Purchaser acknowledges there is no other agreement or collateral warranty subsisting as at the Day of Sale which relates to the Property or the purchase of the Property by the Purchaser.
- 2.10 The Purchaser acknowledges that:
- (a) in entering into this Contract, the Purchaser has not relied on any information, warranty or representation made by or any other conduct of the Vendor, the Vendor's Agent or any other person on behalf of the Vendor, except as set out in this Contract;
 - (b) the Purchaser relies entirely upon the Purchaser's own inspection of and searches and enquiries in connection with the Property and the Development; and
 - (c) the Purchaser has obtained appropriate independent advice on and is satisfied about:
 - (i) the Purchaser's obligations and rights under this Contract; and
 - (ii) the nature of the Property and the purposes for which the Property may be lawfully used.
- 2.11 Without limiting **special condition 2.10**, the Vendor makes no representation or warranty in relation to the construction, nature, concept, activity, uses, noise, events, performances or development of the Site.

3. Identity and condition of property

Identity

- 3.1 The Purchaser acknowledges and agrees that:
- (a) the Land offered for sale and inspected by the Purchaser is identical to the Lot with the same number on the Plan; and
 - (b) if the Lots on the Plan are renumbered before the Plan is registered, the Purchaser acknowledges that the Land offered for sale is identical with the Lot on the Plan which occupies the same or approximately the same location as indicated on the Plan as being occupied by the Land set out in the Particulars of Sale.

Limitation of Purchaser's rights

- 3.2 The Purchaser may not make any requisition or objection, Claim against the Vendor or refuse or delay payment of the Price for:
- (a) any misdescription of the Land or inaccuracy in its area or measurements; or
 - (b) any failure to comply with a Law applicable to Land or a requirement of any Authority; or
 - (c) any improvements not being erected within the boundaries of the Land where encroachments over neighbouring land have been adequately addressed through the grant of easements or other rights of a permanent or long term nature benefiting the Land; or
 - (d) any improvements owned by other persons encroaching on to the Land; or
 - (e) the condition of the Property.
- 3.3 The Purchaser may not call upon the Vendor to:
- (a) amend title; or
 - (b) rectify any failure to comply with a Law applicable to Land or a requirement of any Authority; or
 - (c) relocate any improvements not erected within the boundaries of the Land, where encroachments over neighbouring land have been adequately addressed through the grant of easements or other rights of a permanent or long term nature benefiting the Land,
- or bear the cost of doing so.

4. Planning controls

Property subject to Approvals

- 4.1 The Purchaser buys the Property subject to:
- (a) all relevant Laws;
 - (b) the relevant planning scheme, the Planning Permit, Approvals, other relevant planning controls and any environmental planning instruments or environmental controls;
 - (c) any Section 173 Agreements or any other leases, arrangements and agreements deemed necessary or desirable by any Authority, the Owners Corporation or the Vendor;
 - (d) the Statement of Environmental Audit; and
 - (e) all easements, covenants and restrictions (if any) whether registered or unregistered affecting the Land including those created by the Registration of the Plan, the Section 173 Agreements or otherwise created by the Vendor.

Section 173 Agreements

4.2 The Purchaser acknowledges:

- (a) the Moreland City Council and Vendor are in the process of finalising the Replacement Section 173 Agreement and that the Replacement Section 173 Agreement is yet to be executed by Moreland City Council and the Vendor reserves the right to make amendments to the Replacement Section 173 Agreement;
- (b) it is intended that the Replacement Section 173 Agreement will be registered on the title for the Land on or before the Settlement Date;
- (c) it is intended that the agreement noted on the title for the Site as AC999864Y will be removed from the title for the Land on or before the Settlement Date; and
- (d) the Vendor may be required to enter into other Section 173 Agreements as a requirement under any Approval, the Planning Permit, the relevant planning scheme or other planning controls.

4.3 The Purchaser authorises the Vendor to negotiate the terms of the Replacement Section 173 Agreement contemplated by **special condition 4.2(a)** or any other Section 173 Agreement required by any Authority and enter into the Replacement Section 173 Agreement or any other Section 173 Agreement and if required by the Vendor do all acts, matters and things including executing all consents, orders and applications necessary to have the Replacement Section 173 Agreement or any other Section 173 Agreement registered by the Registrar of Titles.

No requisition or objection

4.4 The Purchaser may not make any requisition or objection, Claim against the Vendor or refuse or delay payment of the Price or rescind this Contract in relation to the matters described in **special condition 4**.

5. Deposit

Payment of Deposit

5.1 The Deposit must be paid either by:

- (a) cash or Bank cheque to be held by the Vendor's Legal Practitioner in accordance with **special condition 5.2**; or
- (b) Bank Guarantee to be held by the Vendor's Legal Practitioner in accordance with **special condition 5.3**.

The Vendor will not accept any form of deposit bond or insurance bond in lieu of a cash Deposit or Bank Guarantee required under this **special condition 5.1**.

Deposit by cash or Bank cheque

5.2 If the Deposit is paid by cash or Bank cheque:

- (a) the Purchaser must provide the Deposit on or before the date that is 7 days after the Day of Sale;
- (b) the Deposit must be paid to the Vendor's Legal Practitioner to be held on trust for the Purchaser until Registration of the Plan in accordance with section 24 of the **Sale of Land Act 1962 (Vic)**;
- (c) the Vendor and Purchaser hereby authorise the Vendor's Legal Practitioner to invest the Deposit (or any part of it) in a Bank without incurring any responsibility therefor;
- (d) the Vendor's Legal Practitioner may (but is not obliged) to invest the Deposit;

- (e) if this Contract is completed the Vendor will be immediately entitled to be paid the Deposit including any Interest accrued on the investment of the Deposit;
- (f) on rescission or termination of this Contract as a result of a default by the Purchaser, the Vendor will be immediately entitled to be paid the Deposit and any Interest accrued on it in the Vendor's own right;
- (g) if this Contract is rescinded or terminated as a result of a default of the Vendor or pursuant to sections 9AC or 9AE or 9AH of the **Sale of Land Act 1962 (Vic)** or **special conditions 9.3, 9.7 or 13.1**, the Purchaser will be entitled to immediate return of the Deposit and any Interest and any other moneys paid under this Contract except for any money paid by the Purchaser as an occupation fee for any time during which the Purchaser was in actual occupation of the Land;
- (h) the Purchaser must provide its tax file number to the Vendor's Legal Practitioner within 7 days of the Day of Sale, and acknowledges that if it fails to do so:
 - (i) the Vendor's Legal Practitioner is not obliged to invest the Deposit in accordance with **special condition 5.2(c)**; or
 - (ii) if the Vendor's Legal Practitioner invests the Deposit in accordance with **special condition 5.2(c)** withholding tax may be deducted from any interest earned on that investment;
- (i) the Purchaser and Vendor both release and indemnify the Vendor's Legal Practitioner from any Claim concerning the Deposit, the investment of the Deposit and any tax.

Deposit by Bank Guarantee

5.3 Where the Deposit is provided by Bank Guarantee:

- (a) the Purchaser must provide a Bank Guarantee to the Vendor's Legal Practitioner (to be held on trust for the Purchaser until Registration of the Plan in accordance with section 24 of the **Sale of Land Act 1962 (Vic)**) within 7 days of the Day of Sale;
- (b) if the Purchaser does not provide the Bank Guarantee within 7 days of the Day of Sale or provides a bank guarantee which does not comply with the Bank Guarantee Conditions (or which has not been otherwise approved by the Vendor) within 7 days of the Day of Sale, the Vendor:
 - (i) may terminate this Contract by written notice to the Purchaser at any time before the Bank Guarantee is provided to the Vendor's Legal Practitioner; and
 - (ii) shall be entitled to recover from the Purchaser, as liquidated debt, the Deposit,
- (c) if the Vendor has not terminated this Contract at any time of recovery of the amount referred to in **special condition 5.3(b)(ii)**, the amount recovered must be paid directly to the Vendor's Legal Practitioner to be held as the Deposit in accordance with **special condition 5.2**;
- (d) the Vendor's Legal Practitioner may make a demand on the issuing Bank pursuant to the Bank Guarantee for payment of the amount guaranteed in any circumstances where the Vendor is entitled to retain the Deposit under this Contract; and
- (e) at settlement, the Vendor will procure the Vendor's Legal Practitioner to return the Bank Guarantee to the Purchaser, provided the Purchaser pays all monies payable at Settlement.

5.4 If the Purchaser fails to provide the Deposit referred to in **special condition 5.1**, within 7 days of the Day of Sale (or by any other date agreed to by the Vendor), the Vendor may end this Contract by giving written notice to the Purchaser with immediate effect upon it being served on the Purchaser.

6. Guarantee

Entitlement to Guarantee

6.1 If the Purchaser is or includes a:

- (a) corporation; or
- (b) trustee on behalf of a trust,

(other than a corporation listed on the Australian Stock Exchange), the Purchaser must on or before the Day of Sale procure the execution of and deliver to the Vendor the Guarantee by all the directors and principal shareholders of that corporation or all the beneficiaries of the trust (as the case may be).

Nomination

6.2 Where the Purchaser nominates a:

- (a) corporation; or
- (b) trustee on behalf of a trust,

(other than a corporation listed on the Australian Stock Exchange) in accordance with General Condition 18 (as amended by **special condition 1.1(g)**), the Purchaser must procure the execution and deliver to the Vendor the Guarantee by all the directors and principal shareholders of the substitute purchaser where it is a corporation or all of the beneficiaries of the substitute purchaser where it is a trustee (as the case may be).

6.3 If the Purchaser fails to provide the executed Guarantee referred to in **special condition 6.1** on or before the Day of Sale (or any other date agreed to by the Vendor), the Vendor may end this Contract by giving written notice to the Purchaser with immediate effect upon it being served on the Purchaser.

7. Delivery of transfer and payment of the balance

Time for delivery

7.1 The Purchaser must deliver the instrument of transfer of land to the Vendor's Legal Practitioner no later than 10 Business Days before the date for payment of the Balance (**Delivery Date**).

7.2 If the Purchaser fails to deliver the instrument of transfer of land to the Vendor on or before the Delivery Date, then without prejudice to the Vendor's other rights:

- (a) the Vendor may complete this Contract at any time between the date for payment of the Balance and the date which is 10 Business Days after the Purchaser delivers the instrument of transfer of land; and
- (b) the Purchaser must pay the interest specified in General Condition 26 on the Balance for the period from the date for payment of the Balance until this Contract is completed.

Payment of balance

7.3 The Purchaser must pay the Balance by 3.00 pm on the date for payment of the Balance.

7.4 If the Purchaser fails to pay the Balance by 3.00 pm the date for payment of the Balance or any later date on which the Purchaser tenders the Balance, then:

- (a) the Vendor may complete this Contract on the following day; and

- (b) the Purchaser must pay interest under General Condition 26 on the Balance for the period from the date for payment of the Balance until this Contract is completed.

Place for settlement

- 7.5 Settlement must take place at the offices of the Vendor's Legal Practitioner or any other place they nominate.

8. Default

If the Purchaser defaults in compliance with the terms and conditions of this Contract the Purchaser must, on demand:

- (a) pay all expenses incurred by the Vendor as a result of the default including:
 - (i) legal costs and disbursements (both calculated on a solicitor and client basis) incurred in drawing and giving the notice and any advice; and
 - (ii) all reasonable expenses including interest, penalties, fees, charges and discount on bills and borrowing expenses payable to the Vendor to a mortgagee or charge of the Property; and
- (b) pay interest under General Condition 26.

9. Registration of the plan

Vendor to procure Registration

- 9.1 This Contract is subject to and conditional upon Registration of the Plan on or before the Registration Date. The Vendor must use reasonable endeavours to procure Registration of the Plan.
- 9.2 The Vendor is not required to appeal or seek judicial review of any decision of any Authority in connection with the subdivision, the Plan or an Approval.
- 9.3 Without limiting **special condition 9.2**, if the responsible Authority:
 - (a) refuses to grant an Approval; or
 - (b) imposes a condition or requirement which is unacceptable to the Vendor (in its absolute discretion),the Vendor may terminate this Contract by giving written notice to the Purchaser in which case the Deposit and any Interest will be refunded to the Purchaser. If this Contract is terminated or rescinded by the Vendor under this **special condition 9.3** the Purchaser will not have any right to Claim against the Vendor as a result of the termination or rescission.

Amendments to the Plan

- 9.4 (a) The Vendor reserves the right to make any alterations or amendments to the Plan and, subject to the **Sale of Land Act 1962 (Vic)**, the Purchaser shall not make any requisition or objection, Claim against the Vendor or refuse or delay payment of the Balance or rescind this Contract due to any excess or deficiency whether in areas, boundaries, measurements, occupation or otherwise on the ground that the version of the Plan certified by the relevant Authority or as Registered (**Final Plan**) does not accord with the copy of the Plan attached to the Vendor's Statement.
- (b) Subject to the **Sale of Land Act 1962 (Vic)**, the Purchaser shall not be entitled to make any requisition or objection, Claim against the Vendor or refuse or delay payment of the Balance or

rescind this Contract on the grounds that the Final Plan does not accord with the Plan attached to the Vendor's Statement in respect of the following:

- (i) any variation or discrepancy between the:
 - (A) land as inspected by the Purchaser and the Land shown on the Plan; or
 - (B) number of Lots or the Common Property, size or location presently appearing on the Plan attached to the Vendor's Statement and as appearing on the Final Plan;
- (ii) any alteration made prior to the Registration of the Plan to the schedule of Lot Entitlement or the schedule of Lot Liability as presently shown on the Plan attached to the Vendor's Statement; or
- (iii) any change:
 - (A) necessary to ensure that the Plan accords with the Property as proposed, designed or built from time to time;
 - (B) any change required in order to deliver services to each Lot or the Common Property;
 - (C) required to meet any requirement, recommendation or requisition of any Authority to enable the Plan to be Registered; or
 - (D) considered by the Vendor to be necessary or desirable for the purposes of the Development.

Right to create additional licences and encumbrances

9.5 The Purchaser acknowledges that to enable Registration of the Plan or completion of the Development the Vendor may be required by relevant or supply Authorities after the Day of Sale to:

- (a) enter into agreements, leases, or licences; or
- (b) create easements, enter into covenants or grant or create other rights and restrictions,

which may burden and be recorded against the title of any Lot in the Plan or the Common Property. Subject to the rights of the Purchaser under the **Sale of Land Act 1962 (Vic)**, the Purchaser cannot make any Claim against the Vendor in relation to this **special condition** and the Purchaser will not be entitled to delay or postpone settlement or rescind this Contract arising from any encumbrance, restriction, agreement, lease or licence described in this **special condition**.

Location of easements

9.6 Section 10(1) of the **Sale of Land Act 1962** does not apply in respect of the final location of any easement shown on the Plan and subject to section 9AC of the **Sale of Land Act 1962**, the Vendor may vary the final location of any easement shown on the Plan.

Rescission of Contract by Vendor or Purchaser

9.7 If the Plan is not Registered on or before the Registration Date, the Vendor or the Purchaser may at any time before the Plan is Registered terminate this Contract by notice in writing to the other. If either party terminates this Contract under this **special condition 9.7**, the Vendor will refund the Deposit and any Interest to the Purchaser and neither party will have any right to Claim against the other party as a result of the termination or rescission by that party.

Caveats

9.8 The Purchaser must not lodge a caveat with the Land Registry claiming an interest in the Property. If despite the preceding sentence, the Purchaser does lodge a caveat with Land Registry claiming an interest in the Property, the Purchaser irrevocably authorises the Vendor's Legal Practitioner for the purposes of section 22(1AC) of the **Subdivision Act** to execute a consent on behalf of the Purchaser for the Registration of the Plan and lodge the consent with the Land Registry. The Purchaser indemnifies the Vendor against any loss, damage, cost or expense which the Vendor may suffer as a result of a breach by the Purchaser of this **special condition** including loss due to delays in Registration of the Plan and effecting the settlement of other Lots on the Plan.

Stages

9.9 The Purchaser acknowledges that the Vendor intends to subdivide the Site by means of a staged subdivision under section 37 of the Subdivision Act. The Vendor reserves the right to do any one or more of the following in respect of the Plan:

- (a) any variations to the number, size or location of the Lots that will be created on a Stage of the Plan;
- (b) any variation to the size or location of the Common Property;
- (c) grant rights regarding the services in favour of other parts of the Site; and
- (d) subject to section s33(2) and 33(3) of the Subdivision Act, change the Lot Entitlement and or Lot Liability of existing Lots.

10. Owners corporations and adjustments

Conditions of ownership

10.1 Without limiting the other provisions of this Contract, the Purchaser buys the Property subject to:

- (a) the **Subdivision Act, Owners Corporations Act 2006 (Vic)** and the **Owners Corporation Regulations 2007 (Vic)**; and
- (b) the Lot Liability and Lot Entitlement of the Land;
- (c) the easements (express and implied) affecting the Land by virtue of the **Subdivision Act**; and
- (d) the Owners Corporation Rules.

Limitation of rights

10.2 The Purchaser may not make any requisition or objection, Claim against the Vendor or refuse or delay payment of the Price for any matter affecting the Property under the **Subdivision Act, the Owners Corporations Act 2006 (Vic)** or any variation to the Owners Corporation Rules which do not materially and prejudicially affect the Purchaser.

Management of Owners Corporations

10.3 Without limiting the rights of the Vendor under this Contract, the Vendor may (but is not obliged to) appoint a managing agent for the Owners Corporation and procure the Owners Corporation to execute an owners corporation management agreement on terms determined by the Vendor acting reasonably. The managing agent may be a related corporation of the Vendor.

Leases, licences, service agreements and other rights

- 10.4 The Purchaser acknowledges and agrees that at any time after Registration of the Plan and before the Settlement Date, the Vendor as owner of all Lots on the Plan may vote in favour of resolutions of the Owners Corporation to:
- (a) grant or execute any lease, licence, covenant or other right over all or any part of the Common Property over which that Owners Corporation has control, including areas over which an easement has been granted, to any person, including to the Vendor or to a person nominated by the Vendor;
 - (b) grant or execute any lease, licence, covenant or other right over all or any part of the Site (other than over the Property) including areas over which an easement has been granted, to any person, including to the Vendor or to a person nominated by the Vendor;
 - (c) enter into one or more management and/or caretaker agreements (which agreements may be with the Vendor or a company associated with or related to the Vendor) relating to the management, landscaping, operation, maintenance, repairing and replacement of shared facilities within the Site including the Common Property or any other matter that the Vendor deems appropriate; and
 - (d) enter into an agreement for the supply of electricity, data, communications or other services for the Lots or the Common Property.

The terms and conditions of any agreement referred to or contemplated by **special condition 10.4** will be determined by the Vendor (whilst it controls the Owners Corporation) acting reasonably, including the payment of rent or fees. The Purchaser acknowledges the Vendor (or party related to the Vendor) may receive a commission, royalty or other commercial benefit in consideration for procuring the Owners Corporation to enter into any agreement referred to or contemplated by this **special condition 10.4**.

- 10.5 The Purchaser may not make any requisition or objection, Claim against the Vendor or refuse or delay payment of the Price in relation to any rights exercised under or matters referred to in **special conditions 10.3** and **10.4**.

Adjustments

- 10.6 For the purposes of General Condition 15, “ periodic outgoings” includes all fees, car park levies, costs and expenses paid or payable by the Vendor for owners corporation insurance, for the Property, the Common Property or to the Owners Corporation.
- 10.7 If a separate assessment for a periodic outgoing has not issued for the Property on or before the Settlement Date, that periodic outgoing must be apportioned to the Property for the purpose of settlement adjustments by applying the following formula:

$$A = \frac{B \times C}{D}$$

where:

- A means the portion of the periodic outgoing applicable to the Property;
- B means the amount of the periodic outgoing;
- C means the Lot Liability of the Land or the surface area of the Land (as elected by the Vendor in its absolute discretion); and

D means the Lot Liability of all Lots or the surface area of the land to which the assessment for that outgoing relates minus the surface area of the Common Property (as elected by the Vendor in its absolute discretion).

- 10.8 The Purchaser acknowledges that the State Revenue Office 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.
- 10.9 Notwithstanding land tax on a single holding basis or that on a single holding basis no land tax may be assessable in relation to the Land, the Purchaser agrees that it will adjust for all land tax payable in respect of the Land at settlement at the rate then payable by the Vendor.
- 10.10 If the Vendor installs separate metering or pays any fees to an Authority for the connection or supply of a service, on the Settlement Date the Purchaser must reimburse the Vendor for the charges incurred in relation to the installation of the separate metering and/or any fee paid to the Authority in addition to the Price.
- 10.11 The Vendor's Legal Practitioner must make the apportionments required by General Condition 15 and this **special condition** on a paid basis and must deliver a statement of adjustments to the Purchaser or the Purchaser's Legal Practitioner or Conveyancer not less than 2 days before the Settlement Date. The statement provided by the Vendor's Legal Practitioner under this **special condition** must be accepted by the Purchaser except in case of manifest error.
- 10.12 If settlement does not occur on the date required under this Contract, the Purchaser will readjust and deliver the adjustments to the Vendor's Legal Practitioner adopting the same format as the statement provided by the Vendor's Legal Practitioner under **special condition 10.11**.
- 10.13 The Purchaser agrees that General Condition 15 shall be read so as not to require the Vendor at settlement to pay any "periodic outgoings" for the current rating period or tax year and the Purchaser shall not make any requisition or objection, Claim against the Vendor or refuse or delay payment of the Price in relation to any rights exercised under or matters referred to in this **special condition** but the Vendor shall pay the rates and taxes within the time required by the relevant assessment notices for each periodic outgoing.
- 10.14 If required by the Vendor, the Purchaser must pay, by way of adjustment, the cost of obtaining the owners corporation certificate prior to settlement.

Australian mailing address

- 10.15 In the event the Purchaser will not occupy the Property immediately following settlement, the Purchaser must, on or before the Settlement Date, advise the Vendor of an Australian mailing address for the service of notices by the Owners Corporation. The Purchaser acknowledges the Vendor will provide this information to the Owners Corporation.

11. FIRB approval

Completion of Particulars of Sale

- 11.1 The Purchaser must notify the Vendor on the Day of Sale whether or not it is a Foreign Person by checking the relevant box in the Particulars of Sale.
- 11.2 The Purchaser warrants to the Vendor that the checking of the box in the Particulars of Sale is true and correct in every particular.

Warranty and indemnity

- 11.3 Unless the Purchaser has stated in the Particulars of Sale that it is a Foreign Person, the Purchaser:
- (a) warrants to the Vendor that the provisions of the **Foreign Acquisitions and Takeovers Act 1975 (Cth)** do not apply to the Purchaser or to the purchase of the Property; and
 - (b) is responsible for and indemnifies the Vendor against any loss, Claim, damage, cost or liability which the Vendor suffers in connection with a breach of the warranty in **special condition 11.3(a)** including legal costs on a full indemnity basis.

Foreign Person

- 11.4 If the Purchaser is a Foreign Person it acknowledges that it received a copy of the FIRB Approval Letter from the Vendor prior to entering into this Contract.

12. Works

Natural surface of the level of land

- 12.1 So far as the Vendor is aware, the Earthworks that will be carried out after Day of Sale are as follows:
- (a) in respect of any part of the Site which requires levelling, compaction of that part of the Site;
 - (b) civil works required for the construction of the Development;
 - (c) if required, works associated with the footings or preliminary works of any building on the Site;
 - (d) any other Earthworks required under the Approvals;
 - (e) those associated with demolishing any improvements that exist on the Site prior to the commencement of the construction of the Development; or
 - (f) any Earthworks required to comply with the Statement of Environmental Audit or Section 173 Agreements.

Building Contract and Works

- 12.2 A Building Contract will be entered into with a Builder for the Works and Site Works.
- 12.3 The Purchaser confirms this Contract is not a major domestic building contract and that the Building Contract referred to in **special condition 12.2** is a major domestic building contract for the purposes of the **Domestic Building Contracts Act 1995 (Vic)**.
- 12.4 The Vendor must use reasonable endeavours to ensure that the Builder rectifies any omission or defect in the Works (excluding minor shrinkage and cracks) due to defects in the materials and/or workmanship notified in writing to the Vendor by the Purchaser within the Defects Period.
- 12.5 The Vendor may at any time and without reference to the Purchaser vary the Plans or Specifications prior to or during the course of construction of the Development to the extent necessary to satisfy any conditions of the Planning Permit or other Approval or otherwise comply with any requirements of an Authority.
- 12.6 Without limiting **special condition 12.5**, the Vendor may at any time and without reference to the Purchaser vary the Plans or Specifications prior to or during the course of construction of the Development in any manner which the Vendor deems necessary or desirable, provided that where work, materials or appliances are substituted the replacement, shall, as near as reasonably possible, be of similar quality or standard.
- 12.7 Variations under **special conditions 12.5** and **12.6** may include:

- (a) the substitution of fixtures, fittings, finishes and appliances specified in **Schedule 2** or identified in marketing materials;
- (b) any variations in the size of floor area of the Property as appearing on the Plans and Specifications and as constructed;
- (c) changes in the size or design of balconies or storage units or other similar structures;
- (d) changes as a result of Site conditions encountered in the execution of the Works or Site Works; or
- (e) variations which the Vendor considers to be desirable or necessary to comply with good building practice.

12.8 The Works will be deemed to be completed when the Vendor obtains the Occupancy Permit. The Occupancy Permit will constitute conclusive evidence that the Works are complete.

12.9 It is a fundamental term of this Contract that, provided an Occupancy Permit has been issued, if at the Settlement Date any dispute arises or have arisen in relation to:

- (a) the Works or Site Works;
- (b) any matter referred to in **special condition 12**;
- (c) the quality or standard of the Goods; or
- (d) the quality or standard of the fittings, fixtures, finishes and appliances of the Property,

the Purchaser must proceed with settlement as required by this Contract.

12.10 The Purchaser acknowledges and agrees that subject to any limitations specified in **special condition 9**, the Vendor is entitled from time to time to:

- (a) vary the number, size or usage mix of Lots on the land within the Plan;
- (b) make alterations to the layout of the Development and the size and position of the Lots within the Plan (including varying the configuration, mass, height or bulk of the other Lots in the Plan); and
- (c) make application for amendments and variations to the Planning Permit and/or Approvals once issued and to extend the time or date for the use and development permitted under the Planning Permit to be commenced and completed.

12.11 The Purchaser acknowledges the Site will be developed in Stages. The timing of the commencement and completion of the subdivision and development activities of each Stage, including, Works, Site Works, subdivision and dedications of land, will be determined by the Vendor and parties associated with the Vendor in their absolute discretion. In particular, the Vendor may elect not to proceed with a Stage or proceed with Stages other than in the numerical or alphabetical order.

12.12 The Purchaser:

- (a) cannot make any Claim against the Vendor;
- (b) cannot lodge any objections, appeals or other proceedings in respect of; and
- (c) is not entitled to delay settlement or rescind this Contract as a result of,

any matters set out in **special conditions 12.5, 12.6, 12.7, 12.9, 12.10 and 12.11**.

12.13 The Purchaser warrants having inspected the Plans and Specifications and having satisfied itself as to all matters in the Plans and Specifications. The Purchaser further warrants to make no objection or requisition or Claim against the Vendor nor to rescind this Contract or delay or postpone settlement of this Contract as a result of any matter or thing contained in or arising out of the Plans and Specifications.

- 12.14 Without limiting **special conditions 12.5, 12.6, 12.7, 12.10 and 12.11**, the Purchaser acknowledges that:
- (a) it has not relied on its inspection of the Display Unit, impressions, pictures, drawings or other marketing materials in entering into this Contract; and
 - (b) to the extent there is any inconsistency between the finishes or other details in the Display Unit, impressions, pictures, drawings or other marketing material and the Plans and Specifications, the Plans and Specifications shall prevail.

Access rights after settlement

12.15 The Purchaser acknowledges the:

- (a) the Builder may need access to the Site after the Settlement Date to complete the Site Works, or carry out defect rectification works to the Property or lots adjoining the Property or undertaking works, tests or inspection of the Common Property;
- (b) that the Property is part of the Development on which surveying, engineering, construction and other works contemplated by this Contract are being, or may, after the Settlement Date, be carried out; and
- (c) the Vendor (or any person authorised by the Vendor) will need access to the Site after the Settlement Date to promote and sell unsold Lots.

12.16 Notwithstanding anything contained in this Contract, so long as the Vendor is a member of the Owners Corporation or occupier of a Lot, then the Owners Corporation Rules will not in any way apply to or be enforced against the Builder, Vendor or any person authorised by the Vendor where to do so would prevent, hinder, obstruct or in any way interfere with the completion of the Site Works or promotion or selling of unsold Lots (as the case may be).

12.17 The Purchaser covenants with the Vendor that, after settlement has occurred, it will not prevent, limit or restrict the Builder, Vendor or any person authorised by the Vendor from or vote at any meeting of the Owners Corporations to prevent, hinder, obstruct or in any way interfere with the Builder, Vendor or any person authorised by the Vendor from:

- (a) carrying out any defect rectification works to the Property or any on-going Site Works being conducted from time to time around the Property and in or about the Site after the Settlement Date;
- (b) erecting barriers, fences, hoardings and signs as the Builder deems necessary to complete the Site Works;
- (c) taking exclusive and sole possession of any part of the Common Property as the Builder may reasonably require in order to carry out and complete the Site Works;
- (d) using all rights of way and all points of egress and ingress to the Site as the Builder deems necessary to carry out and complete the Site Works and to block for whatever periods as the Builder, in its sole discretion determines, all points of egress and ingress to the Site in order to carry out and complete the Site Works; and
- (e) the promotion of unsold Lots on the Site after the Settlement Date that may include the use of part of the Common Property or other parts of the Site (excluding the Property) for sale signs, promotion materials and any other marketing activity including the auctioning of any Lot which the Vendor considers necessary.

Natural products and other finishes

12.18 The Purchaser acknowledges and agrees that the materials:

- (a) used in construction of the Property may comprise natural products (such as stone, timber and the like);
- (b) may exhibit variations in shade, colour, texture, surface, finish, markings or may contain natural fissures, lines, indentations and may fade or change colour over time;
- (c) may expand, contract or distort over time as a result of exposure to heat, cold or due to weather;
- (d) may mark or stain if exposed to certain substances;
- (e) may be damaged or disfigured by impact or scratching or other means; and
- (f) may be subject to shade variations and manufacture batching.

12.19 The Purchaser must not make any objection, requisition or Claim against the Vendor nor rescind, terminate or delay settlement because of any of the occurrences referred to in **special condition 12.18**.

Service agreements

12.20 Without limiting **special condition 10.4**, Purchaser acknowledges and agrees that:

- (a) it has read and understood the:
 - (i) "conditions of connection" in the Yarra Valley Water information statement dated 12 February 2015; and
 - (ii) augmentation agreement with CitiPower Pty dated 12 December 2015, copies of which are attached to the Vendor's Statement;
- (b) the Vendor (or entities associated with the Vendor) has entered or may enter into agreements with service providers or Authorities for the connection of services to the Development;
- (c) the works required under the Yarra Valley Water "conditions of connection" and CitiPower augmentation agreement referred to in **special condition 12.20(a)** form part of the Site Works.

12.21 The Purchaser must not make any objection, requisition or Claim against the Vendor nor rescind, terminate or delay settlement because of any of the matters referred to in **special condition 12.20**.

13. Vendor's right not to proceed

13.1 The Vendor may terminate this Contract by giving written notice to the Purchaser at any time prior to the Registration Date where the Vendor determines that it cannot or will not proceed with the Works and Site Works (by reason of the inability to engage the Builder, inability to enter into contracts to sell Lots, inability to obtain finance or for any other reason whatsoever).

13.2 If the Purchaser receives a notice under **special condition 13.1**, the Deposit and any Interest will immediately be refunded to the Purchaser. If this Contract is terminated under **special condition 13.1**, the Purchaser will not have any right to Claim against the Vendor as a result of the termination.

14. Stamp duty

Statutory declaration

- 14.1 On the Settlement Date the Vendor will provide the Purchaser with a Revenue Form attributing a portion of the Price on which stamp duty is payable.
- 14.2 Notwithstanding anything else in this Contract, the Purchaser acknowledges the Vendor may elect to use either the 'Fixed Percentage Method' or 'Alternative Method' in its absolute discretion.

No warranty as to stamp duty

- 14.3 The Vendor makes no warranty as to the amount of stamp duty that will be assessed and payable in respect of the transfer of the Property and the Purchaser is liable for all stamp duty assessed in relation to that transfer.
- 14.4 The Purchaser must rely exclusively on the Purchaser's own independent advice on all stamp duty matters and is not entitled to make any requisition, objection or Claim against the Vendor in respect of or in any way connected with the stamp duty payable on the transfer of land for the Property and must not delay or postpone settlement or retain any part of the Balance as result the stamp duty payable on the instrument transfer of land for the Property.
- 14.5 If there is more than one entity comprising the Purchaser, it is the Purchaser's responsibility to complete the purchaser's details in the Particulars of Sale to correctly record, at the Day of Sale, the proportions in which each purchaser is purchasing the Property (**Purchaser's Interest Proportions**).
- 14.6 If the Purchaser's Interest Proportions recorded in the Transfer vary from those recorded in the Purchaser details in the Particulars of Sale, the Purchaser is liable for all additional duty that may be assessed as a result of that variation.
- 14.7 The Purchaser must not object, make any requisition, Claim against the Vendor, delay or refuse payment of the Balance or rescind this Contract in relation to any matter referred to in this **special condition 14**.

No warranty as to tax deductibility

- 14.8 The Purchaser acknowledges that the Vendor does not make any warranty as to the availability of any building allowances of depreciation under the **Income Tax Assessment Act 1936 (Cth)** or otherwise.

15. Goods and services tax

Price inclusive of GST

- 15.1 The Vendor and Purchaser agree that the Price for the Property is inclusive of GST.

Other payments exclusive of GST

- 15.2 The Vendor and the Purchaser acknowledge that each Payment specified in this Contract other than the Price is exclusive of GST and that the party making the Payment must pay an additional amount to account for the GST payable in respect of the Payment on the date the Payment is due, subject to the party receiving the Payment providing a valid tax invoice.

New and additional taxes after date of Contract

- 15.3 If at the time the Balance is due for payment (or when it is paid, whichever occurs later), the Vendor is liable to remit or pay, on account of GST or any New Tax, more than it would have been liable to remit or pay had the full Price been payable on the date of this Contract, then the Price will be increased by that amount and the Balance will be adjusted accordingly.

Definitions

15.4 For the purposes of this **additional special condition 15**:

- (a) **Consideration, GST, Taxable Supply and Tax Invoice** have the meanings given by section 195-1 of the GST Act;
- (b) **GST Act** means the **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**;
- (c) **New Tax** means any form of consumption tax, or levy, goods and services tax, excise or other tax or levy of any kind, whether imposed at federal, state or local level imposed after the date of this Contract; and
- (d) **Payment** means any Consideration (except the GST amount) payable or to be provided by a party to any other party under or in connection with this Contract including, but not limited to, the Price.

16. Pre-settlement

16.1 The Purchaser may inspect the condition of the Property once before the Settlement Date by making an appointment with the Vendor or Vendor's Agent.

16.2 The Purchaser acknowledges that some of all of the Lots contained in the Plan may be settled at or about the same time as settlement of this Contract. The Vendor retains the right:

- (a) to set the time and date of the Purchaser's inspection of the Land; and
- (b) to limit the time spent by a Purchaser inspecting the Land; and
- (c) to limit the number of persons attending an inspection appointment (being not more than 3 people).

17. Personal property securities

17.1 This **special condition** only applies if any of the Goods are subject to a security interest to which the **Personal Property Securities Act 2009 (Cth) (PPSA)** applies.

17.2 Except where notified by the Vendor in writing to the contrary, the Purchaser agrees that either sections 46(1) or 47(1) of the PPSA apply to the Goods and that the Vendor will not be providing at any time:

- (a) a release from the secured party releasing the security interest in respect of the property;
- (b) a statement in writing in accordance with section 275(1)(b) of the PPSA setting out that the amount or obligation that is secured is nil at the Settlement Date;
- (c) a written approval or correction in accordance with section 275(1)(c) of the PPSA indicating that, on the Settlement Date, the personal property included in the Contract is not or will not be property in which the security interest is granted.

17.3 If the Vendor notifies the Purchaser in writing that sections 46(1) or 47(1) of the PPSA do not apply to the Goods, then the Purchaser must accept a statement from each relevant secured party at settlement either authorising the disposal of the relevant Goods or agreeing that such disposal extinguishes the relevant security interest over the Goods.

17.4 Notwithstanding any other provision to the contrary, the Purchaser agrees that the Vendor is not obliged to provide a release, statement, undertaking or approval in respect of any security interest granted in favour of a secured party who is also the proprietor of a registered mortgage over the Land.

- 17.5 The Purchaser must not object, make any requisition, Claim against the Vendor, delay or refuse payment of the Balance or rescind this Contract in relation to any matter referred to in this **special condition 17**.
- 17.6 Words and phrases used in this **special condition** which are defined in the PPSA have the same meaning in this **special condition**.

18. Assignment

- 18.1 The Vendor may, without the Purchaser's consent:
- (a) create or allow to exist a Security Interest over or an interest in this Contract including in favour of financiers funding the Development or the Vendor's expenditure on the Site or refinancing any such financier; or
 - (b) assign or otherwise dispose of or deal with its rights under this Contract including in favour of any person to whom the Site is transferred.
- 18.2 If prior to the Settlement Date, a party other than the Vendor is or becomes the registered proprietor of the Land or the Site or the Vendor's rights under this Contract are assigned to another party, then the Vendor's obligation is to procure a transfer of the Land from that person to the Purchaser in accordance with this Contract.
- 18.3 The Purchaser must not object, make any requisition, Claim against the Vendor, delay or refuse payment of the Balance or rescind this Contract in relation to any matter referred to in this **special condition 18**.

19. Environmental

Purchaser accepts condition

- 19.1 The Purchaser accepts the Environmental Condition of the Property at the Day of Sale and on and from the Settlement Date.

Purchaser acknowledges

- 19.2 The Purchaser acknowledges:
- (a) the Vendor makes no representations or warranties that the Property complies with Environmental Law at the Day of Sale or the Settlement Date; and
 - (b) the Statement of Environmental Audit imposes obligations in relation to the ongoing management and use of the Site.

No requisition or objection and environmental indemnity

- 19.3 The Purchaser:
- (a) must not make any requisition or objection, Claim against the Vendor or refuse or delay payment of the Price or rescind this Contract in relation to the matters described in this **special condition 19**; and
 - (b) releases, indemnifies and holds the Vendor harmless from any and all Claims, damages, costs or liabilities from or in connection with the Environmental Condition of the Property and/or Common Property or any matter contained in any Statement of Environmental Audit.

Purchaser requirement

- 19.4 The Purchaser must ensure that if it sells the Property, the following special condition is included in the sale contract:
- (a) *The Purchaser releases DSI Nominees (Vic) Pty Ltd (ACN 600 236 253) (as bare trustee as bare trustee for Duggan Street Investments Pty Ltd (ACN 096 473 791) and R Project 14 Pty Ltd (ACN*

164 969 528) as trustee for R Project 14 Trust) and its related entities from any and all claims, damages, costs or liabilities from or in connection with the environmental condition of the Property and/ or Common Property or any matter contained in any Statement of Environmental Audit affecting the Property.

- (b) The Purchaser must require its successors in title to include this special condition directly in any contract of sale of the Property.”

20. Resale

20.1 Excepted as provided for in General Condition 18 (as amended by **special condition 1.3(g)**), the Purchaser must not sell, agree to sell or agree to transfer the Land until the later of:

- (a) the Settlement Date; and
(b) the date the Vendor has sold all Lots on the Plan,

without the consent of the Vendor (which may be withheld in its absolute discretion). For the avoidance of doubt, this **special condition 20**, does not restrict the:

- (a) Purchaser from mortgaging or charging the Property or entering into a residential tenancy in respect of the Property; or
(b) Purchaser’s mortgagee (if any) from exercising any rights under the mortgage, including without limitation, exercising its rights to conduct a mortgagee’s sale.

20.2 The Purchaser acknowledges that this **special condition** is a fundamental term of this Contract.

21. Display unit and marketing

Display unit

21.1 The Purchaser acknowledges and agrees that:

- (a) the Vendor makes no representation that any Display Unit was constructed in accordance with the Plans and Specifications; and
(b) the Display Unit is not intended to replicate the improvements, fixtures or fittings to be constructed on the Land pursuant to this Contract.

Marketing materials

21.2 The Purchaser acknowledges and agrees that:

- (a) any photographs and other images created for the marketing of the Development are for illustrative purposes only and cannot be relied upon by the Purchaser, including without limitation, all colours, finishes, materials, depictions of landscaping and laneways and other representations of images used in marketing materials;
(b) the Vendor has no control over development by parties unrelated to the Vendor of property surrounding or nearby the Site;
(c) the Plan, Plans and Specifications may change. Further:
(i) the furniture and floor finishes in the Display Unit or depicted on marketing material or the Plans and Specifications is not provided by the Vendor (unless specifically elected and paid for by the Purchaser in respect of the floor finishes), including furniture in the Common Property. This is for illustrative purposes only;

- (ii) where the Purchaser elects and pays for floor boards in the entrance and kitchen, the Purchaser acknowledges that those floor boards are intended to be bamboo floor boards;
- (d) it is the intention of the Vendor to develop a building on Stage 1, known as the Royal, which will have 56 apartments over 4 levels; and
- (e) development of property surrounding or nearby the Site may affect the actual views that will be available from the Site when it is completed.

- 21.3 The description of areas and measurements appearing in any marketing material with respect to the Development are approximations only and may differ from such actual areas and measurements on completion of the Development.
- 21.4 The area and dimensions of the Display Unit or model of the Development are not representative of actual area or dimensions of any Lot or any part of the Common Property.
- 21.5 The information contained in any promotional material is for illustration purposes only and is subject to change. Statements, figures, calculations, plans, images and representations are indicative only and do not constitute an offer, inducement, representation, warranty or contract.
- 21.6 The Purchaser may not make any requisition, objection, rescind or terminate this Contract, Claim against the Vendor or delay completion of this Contract because of any matter referred to in this **special condition**.

22. Purchaser indemnity

The Purchaser indemnifies the Vendor against all actions, Claims and proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against the Vendor or which the Vendor may pay, sustain, or incur as direct or indirect result of any one of more of the following:

- (a) breach or non-performance of this Contract by the Purchaser; or
- (b) breach of warranty under the Contract by the Purchaser.

23. Privacy

- 23.1 The Purchaser acknowledges that while negotiation, entering into and performing this Contract, the Vendor will collect Personal Information about the Purchaser.
- 23.2 The Purchaser consents to the Vendor collecting, using and disclosing Personal Information about the Purchaser to:
- (a) enable the Vendor to comply with the Vendor's obligations under this Contract;
 - (b) provide to entities that will provide or offer to provide services and or utilities to the Site or owners of Lots; or
 - (c) enable the Builder or other contractors of the Vendor to do works which affect the Property.
- 23.3 The Purchaser consents to Personal Information being provided to third party financiers or brokers.

24. Property address

- 24.1 The Purchaser acknowledges the address of the Property may be changed by the Moreland City Council.

24.2 The Purchaser must not object, make any requisition, Claim against the Vendor, delay or refuse payment of the Balance or rescind this Contract in relation to any matter referred to in this **special condition 24**.

25. Parties and purchaser approvals

25.1 If a party consists of more than 1 person, this Contract binds each of them separately and any 2 or more of them jointly.

25.2 An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.

Purchaser approvals

25.3 The Purchaser warrants to the Vendor that:

- (a) if it is a company, it is a company limited by shares incorporated, or taken to be incorporated, and registered under the **Corporations Act 2001 (Cth)**;
- (b) it has full legal capacity and power to enter and perform its obligations under this Contract;
- (c) this Contract is a valid and legally binding obligation, enforceable on its terms;
- (d) neither execution of, nor performance of the Purchaser's obligations under this Contract:
 - (i) contravene any applicable Law;
 - (ii) contravene any approval, authorisation, consent or exemption required under any applicable Law; and
 - (iii) contravene any undertaking or instrument binding on the Purchaser or any of its property.

Purchaser trustee of a trust

25.4 If the Purchaser acts as a trustee of a trust, the Purchaser enters into this Contract personally and its capacity as trustee of that trust.

25.5 The Purchaser must cause any successor of the Purchaser and any person who becomes a trustee of the trust jointly with the Purchaser to execute all documents required by the Vendor to ensure that this Contract is binding on them.

25.6 If the Purchaser is a trustee of a trust it warrants to the Vendor that:

- (a) it is the sole trustee of the trust and no action has been taken to remove or replace it;
- (b) the copies of the trust deed and any other documents relating to the trust and the constitution of the Purchaser have been delivered to the Vendor before the Purchaser executed this Contract and they are true copies of those documents as in force at the date of this Contract;
- (c) the documents delivered to the Vendor contain full particulars of all the terms of the Trust;
- (d) it has power under the trust deed to execute and perform its obligations under this Contract;
- (e) all necessary action has been taken to authorise the execution and performance of this Contract under the trust deed and the constitution of the Purchaser;
- (f) this Contract is executed and all transactions relating to this Contract are or will be entered into as part of the due and property administration of the trust and are or will be for the benefit of the beneficiaries;
- (g) is not in default under the trust deed;
- (h) no vesting date for the trust fund has been determined;

- (i) it has complied with all fiduciary obligations directly or indirectly imposed on it;
- (j) it has a right to be indemnified out of the assets of the trust in respect of its obligations and liabilities imposed under this Contract; and
- (k) each of the warranties contained in this **special condition** will remain trust as long as the Contract remains in force.

25.7 Except with the prior written consent of the Vendor, the Purchaser must:

- (a) ensure that the trust deed is not varied, terminated for revoked;
- (b) not retire as trustee of the trust or appoint any new or additional trustee;
- (c) not default in its duties as trustee of the trust;
- (d) not exercise any power to appoint new beneficiaries or class of beneficiaries;
- (e) not vest or distribute or advance any capital of the trust to any beneficiary;
- (f) not sell any of the property of the trust except in the ordinary course of the ordinary conduct of its business; and
- (g) not do anything which effects or facilitates the resettlement of the trust funds.

26. Insolvency event

26.1 If an insolvency event occurs, the Purchaser is deemed to have fundamentally breached a term of the Contract at the time that the insolvency event occurs and the Vendor may rescind this Contract at any time after insolvency event by written notice to the Purchaser with immediate effect.

26.2 For the purposes of this **special condition 26**, an insolvency event occurs when, in the case of the Purchaser being a corporation:

- (a) an application is made to a court for an order, or an order is made,
 - (i) that the Purchaser be wound up;
 - (ii) appointing a liquidator or provisional liquidator in respect of the Purchaser, or one of them is appointed, whether or not under an order;
- (b) a resolution is passed to appoint an administrator or an administrator is appointed to the Purchaser;
- (c) a receiver or a receiver and manager is appointed to the Purchaser;
- (d) the Purchaser enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement or composition with, or an assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;
- (e) the Purchaser resolves to wind itself up, or otherwise dissolve itself, or gives notice of an intention to do so or is otherwise wound up or dissolved;
- (f) the Purchaser is, or states that it is, insolvent;
- (g) as a result of the operation of section 459F(1) of the **Corporations Act 2001 (Cth)**, the Purchaser is taken to have failed to comply with a statutory demand;

- (h) the Purchaser is, or makes a statement from which the Vendor may reasonably conclude that the Purchaser is, the subject of an event described in section 459C(2)(a) to (f) inclusive or section 585 of the **Corporations Act 2001 (Cth)**;
- (i) the Purchaser takes any step to obtain protection, or is granted protection, from its creditors under any applicable Law;
- (j) a mortgagee takes possession of any one of the assets or undertakings of the Purchaser; or
- (k) anything analogous or having a substantially similar effect to any of the events specified above happens under any Law;

and if the Purchaser is a natural person, Insolvency Event means any of the following events:

- (l) the Purchaser:
 - (i) dies; or
 - (ii) becomes insolvent under administration, as this term is defined in the **Corporations Act 2001 (Cth)**;

and, in this definition only, the word Purchaser includes:

- (m) any corporation which is a related body corporate of the Purchaser; and
- (n) each Guarantor.

27. Power of attorney

The Purchaser and Vendor both release and indemnify any person signing the Contract or any document contemplated by this Contract (including, without limitation, transfer of land or any document or statutory declaration required by the State Revenue Office for the assessment of duty) pursuant to a power of attorney granted by the Vendor from any claim, cost, loss or damage concerning this Contract or any document contemplated by it.

28. Shiels Reserve

28.1 The Purchaser acknowledges and agrees:

- (a) any proposed works to upgrade of Shiels Reserve is the sole responsibility of the City of Moreland; and
- (c) the Vendor has no control or otherwise guarantees the timing of the completion of the upgrade works to Shiels Reserve.

28.2 The Purchaser may not make any requisition or objection, Claim against the Vendor or refuse or delay payment of the Price or rescind this Contract in relation to the matters described in **special condition 28**.

29. Car park and storage cage

29.1 The Purchaser acknowledges the carpark and/or storage cage forming part of the title of the Property may be unable to be occupied by the Purchaser for a period following the Settlement Date due to the ongoing construction of the Development and Site Works. In such instance, the Vendor will notify the Purchaser in writing prior to settlement and following settlement provide the Purchaser with a temporary alternative carpark and/or storage cage for use until the Purchaser's carpark and/or storage cage becomes available.

The Purchaser is not permitted to use any other carpark and/or storage cage in the Development other than the temporary carpark and/or storage cage allocated to it by the Vendor.

- 29.2 The Purchaser may not make any requisition or objection, Claim against the Vendor or refuse or delay payment of the Price or rescind the Contract in relation to the matters described in this **special condition**.

Schedule 1

GUARANTEE

Date:

We,

of

and

(**"The Guarantors"**)

1. IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Property for the Price and upon the terms and conditions set out in the Contract DO HEREBY for ourselves and our respective executors and administrators JOINTLY AND SEVERALLY COVENANT with the Vendor that if at any time default is made in the payment of the Deposit or Balance or interest or other moneys payable by the Purchaser to the Vendor under the Contract to be performed or observed by the Purchaser, we will immediately on demand by the Vendor pay to the Vendor the whole of such Deposit, Balance, interest or other moneys which are then due and payable to the Vendor and will keep the Vendor indemnified against all loss of purchase money interest and other moneys payable under the Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser.
2. This Guarantee is a continuing Guarantee and is not discharged by any one payment.
3. The liabilities of the Guarantor and the rights of the Vendor under this Guarantee are not affected by anything which might otherwise affect them at law or in equity including, but not limited to, one or more of the following:
 - 3.1 the Vendor granting time or other indulgence to, compounding or compromising with or releasing the Purchaser or any other Guarantor;
 - 3.2 acquiescence, delay, acts, omissions or mistakes on the part of the Vendor;
 - 3.3 any transfer of a right of the Vendor;
 - 3.4 the termination, rescission, variation or assignment of this Contract;
 - 3.5 the invalidity or unenforceability of an obligation or liability of a person other than the Guarantor;
 - 3.6 any person named as Guarantor not executing or not executing effectively this Contract.
4. If a claim that a payment to the Vendor in connection with the Contract or this Guarantee is void or voidable (including, but not limited to, a claim under laws relating to liquidation, administration, insolvency or protection of creditors) is upheld, conceded or compromised, then the Vendor is entitled immediately as against the Guarantor to the rights to which it would have been entitled under this Guarantee if the payment had not occurred.
5. The Vendor may assign its rights under this Guarantee.
6. Capitalised terms used by not expressly defined in this Guarantee have the meaning given to them under the Contract of Sale to which this Guarantee is annexed.

Executed as a deed.

SIGNED, SEALED AND DELIVERED by the

Guarantor in the presence of:

_____)
Signature of witness)

_____)
Signature of Guarantor

_____)
Name of witness (block letters))

_____)
Name of Guarantor (print)

_____)
Address of witness)

_____)
Occupation of witness)

SIGNED, SEALED AND DELIVERED by the

Guarantor in the presence of:

_____)
Signature of witness)

_____)
Signature of Guarantor

_____)
Name of witness (block letters))

_____)
Name of Guarantor (print)

_____)
Address of witness)

_____)

Occupation of witness)

Schedule 2

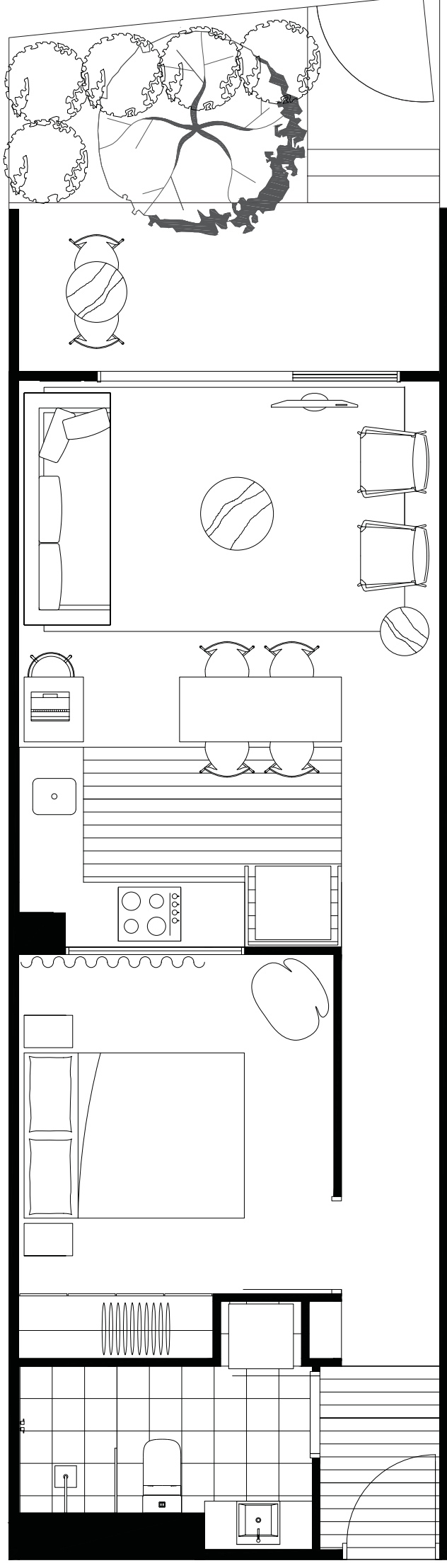
PLANS AND SPECIFICATIONS

THE YORK

W. BRUNSWICK

TYPE 1A THE HUDSON BUILDING

APARTMENT
DLG03



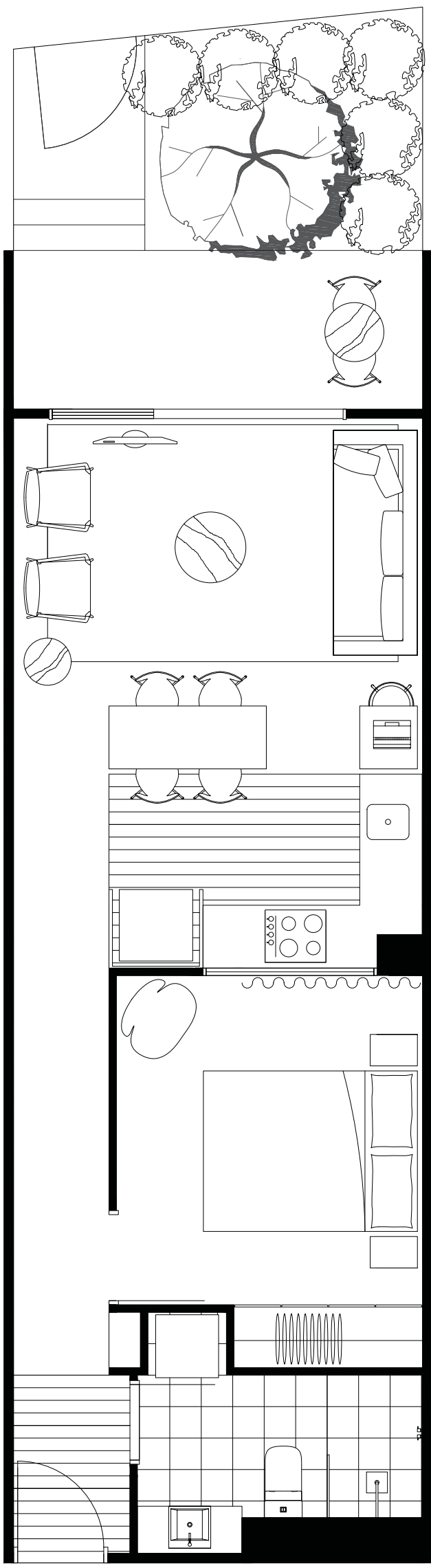
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THE YORK

W. BRUNSWICK

TYPE 1A THE HUDSON BUILDING

APARTMENTS
DLG04



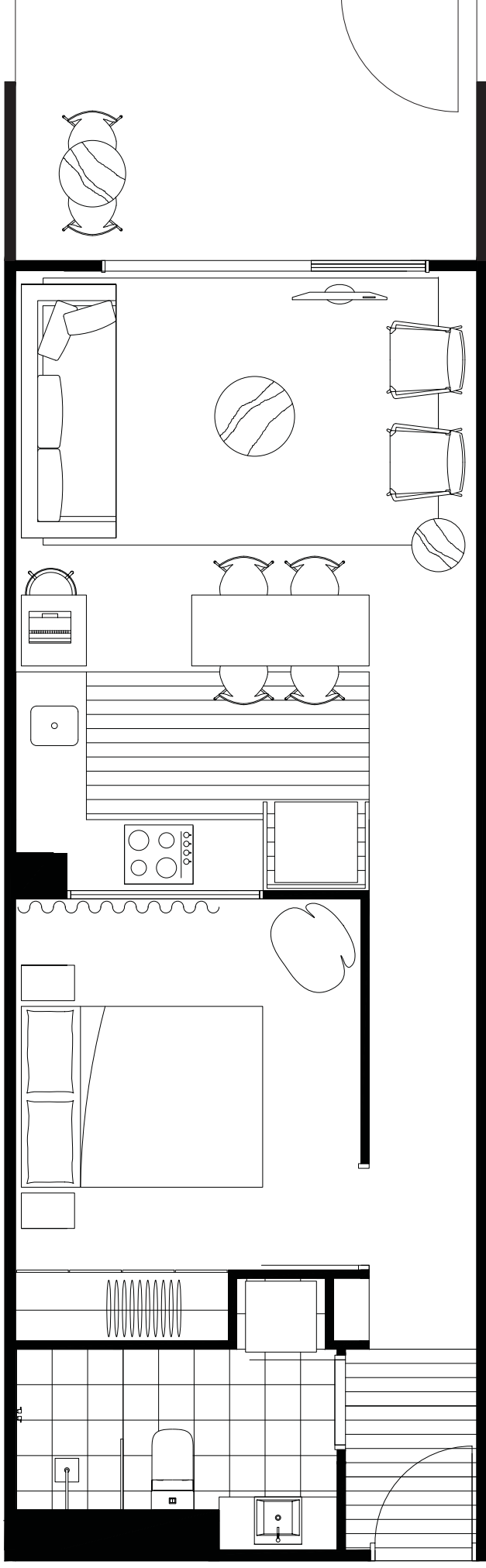
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THE YORK

W. BRUNSWICK

TYPE 1A THE HUDSON BUILDING

APARTMENTS
DG12, DG15



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THE YORK

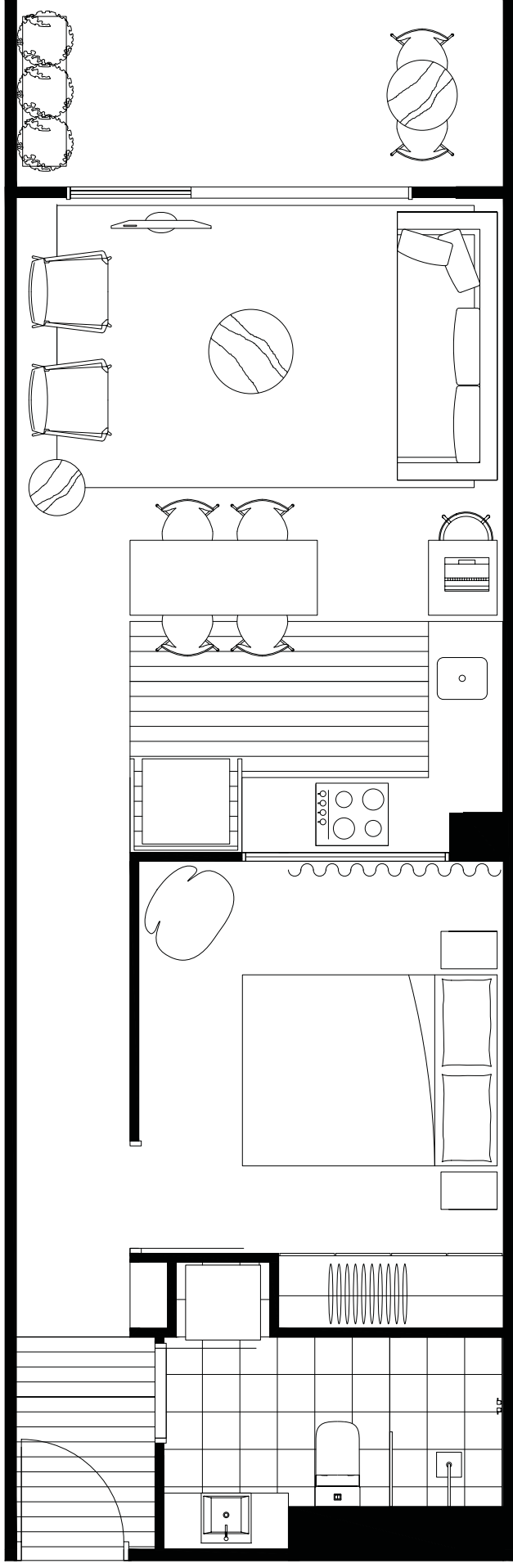
W. BRUNSWICK

TYPE 1A THE HUDSON BUILDING

APARTMENTS
DG04, D104, D204, D211, D213, D216, D304, D311,
D313, D316, D416

MIRRORED

DG03, DG05, D103, D105, D203, D205, D212, D214, D215
D303, D305, D312, D314, D315, D415, D513, DPH13



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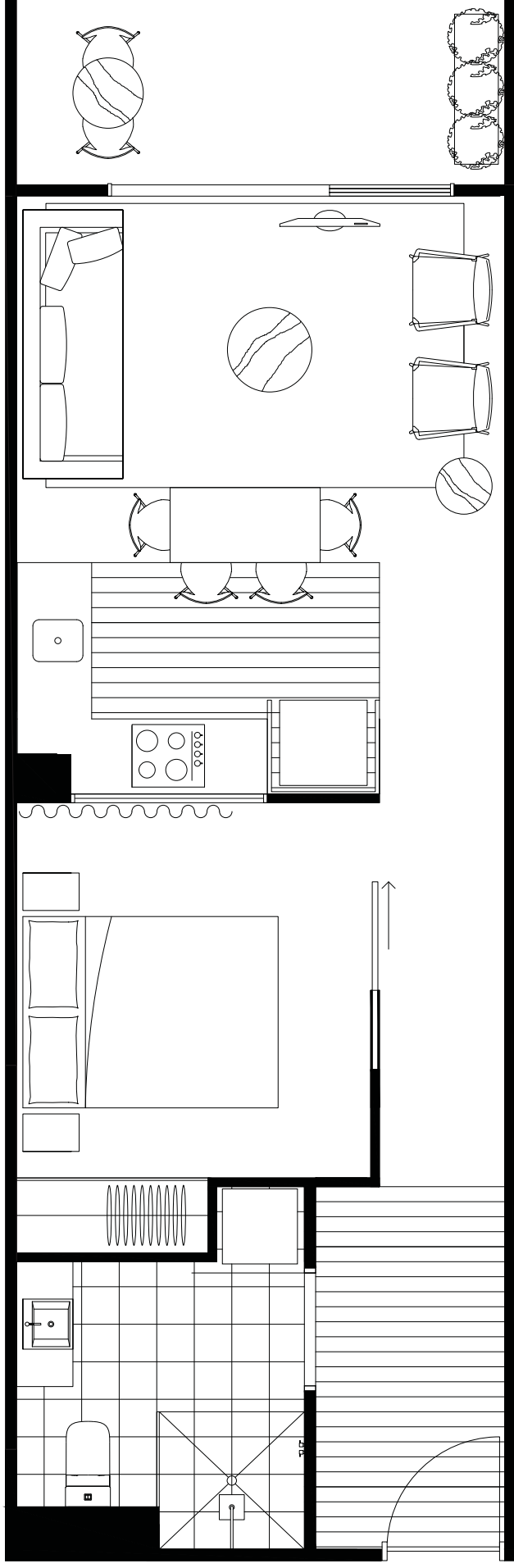
THE YORK

W. BRUNSWICK

TYPE 1C THE HUDSON BUILDING

APARTMENTS
DG14, D112, D114, D115

MIRRORED
DG11, DG13, DG16, D111, D113, D116



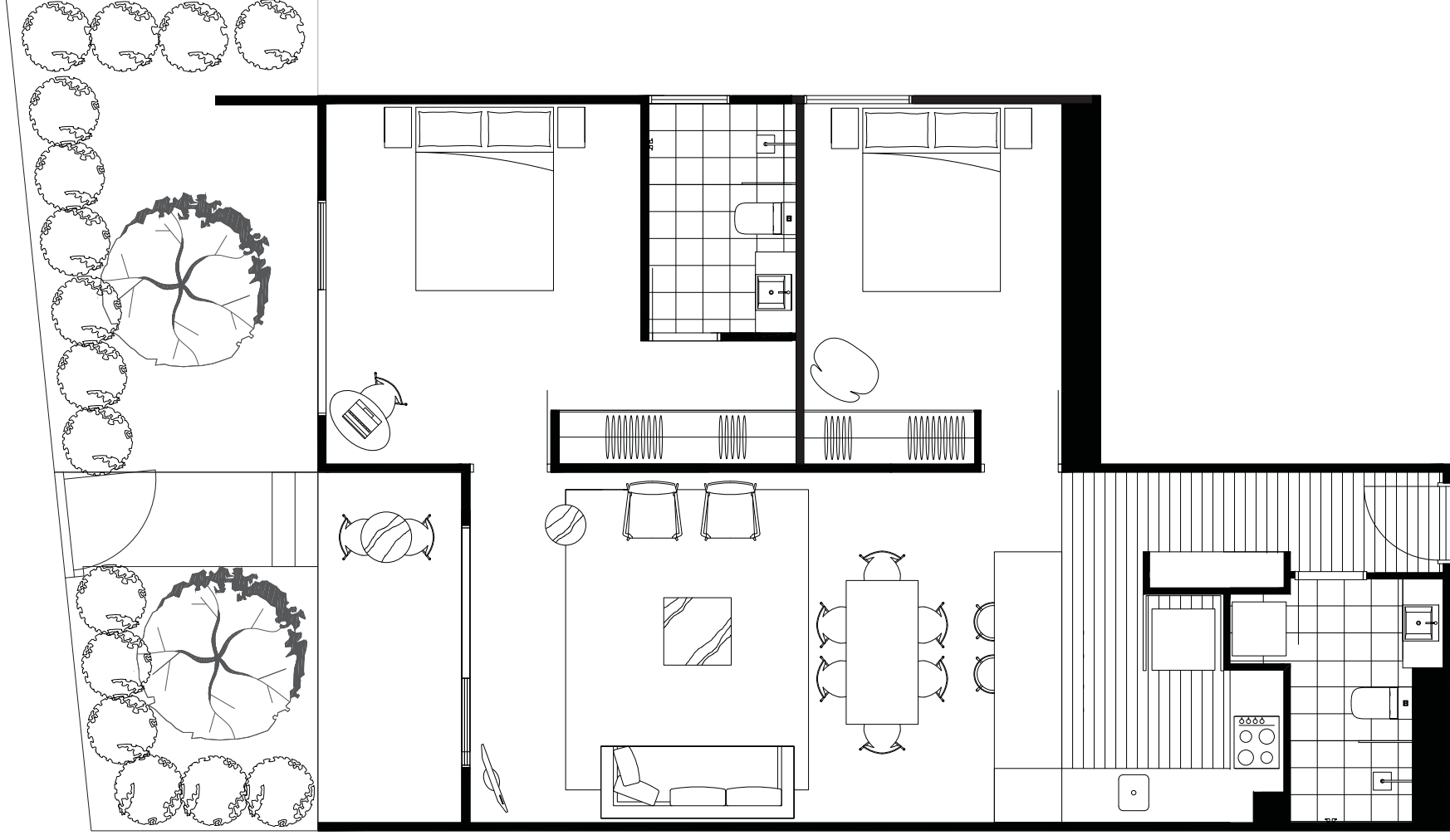
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THE YORK

W. BRUNSWICK

TYPE 2F
THE HUDSON BUILDING

APARTMENTS
DLG05



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THE YORK

W. BRUNSWICK

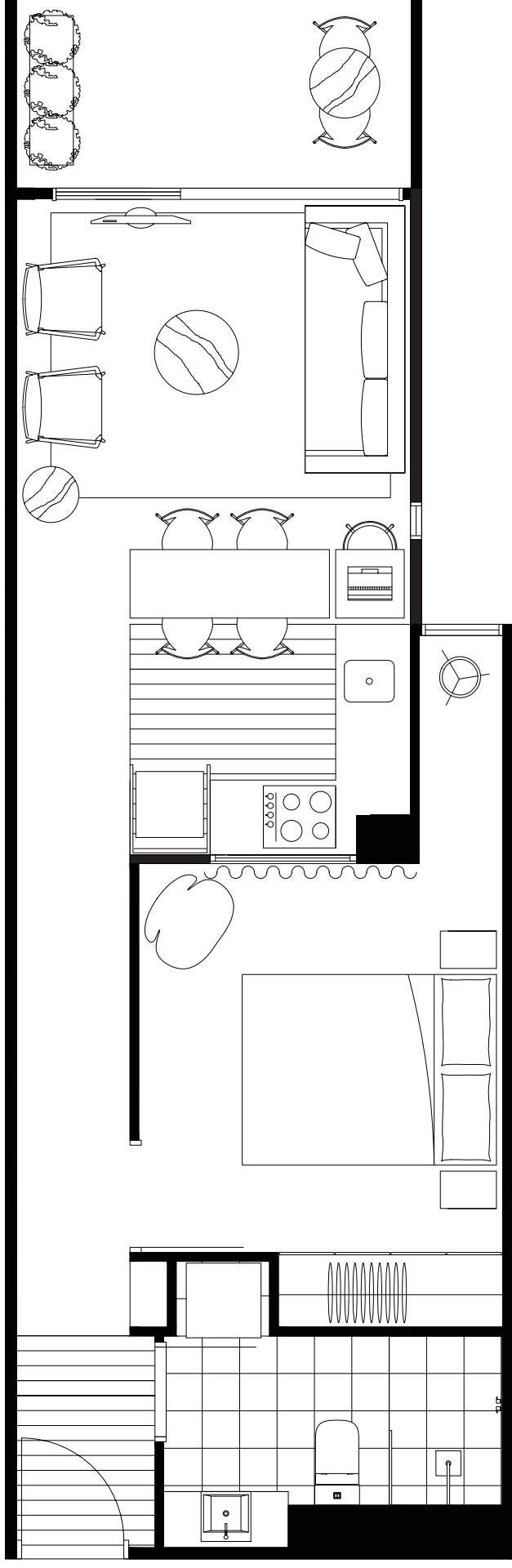
TYPE 1B THE HUDSON BUILDING

APARTMENTS

D404, D411, D413
D503, D509, D511
DPH03, DPH09, DPH11

MIRROR

D405, D412, D414, D504, D510, D512
DPH04, DPH10, DPH12



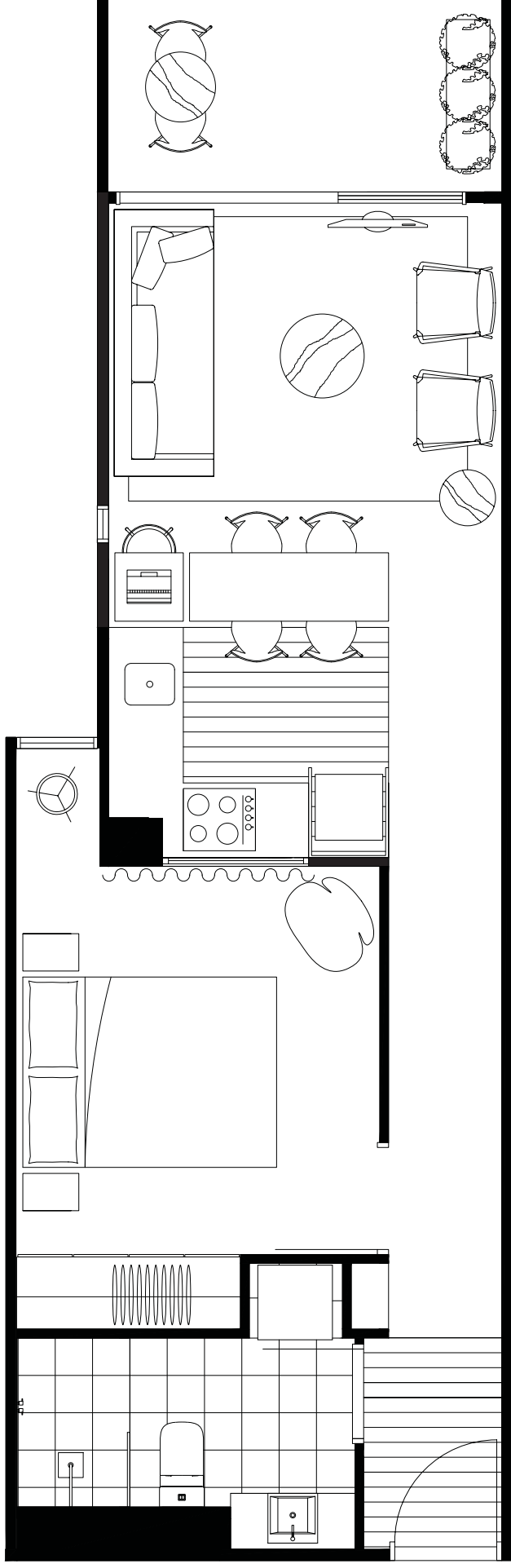
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THE YORK

W. BRUNSWICK

TYPE 1B THE HUDSON BUILDING

APARTMENTS
D403, D502, DPH02



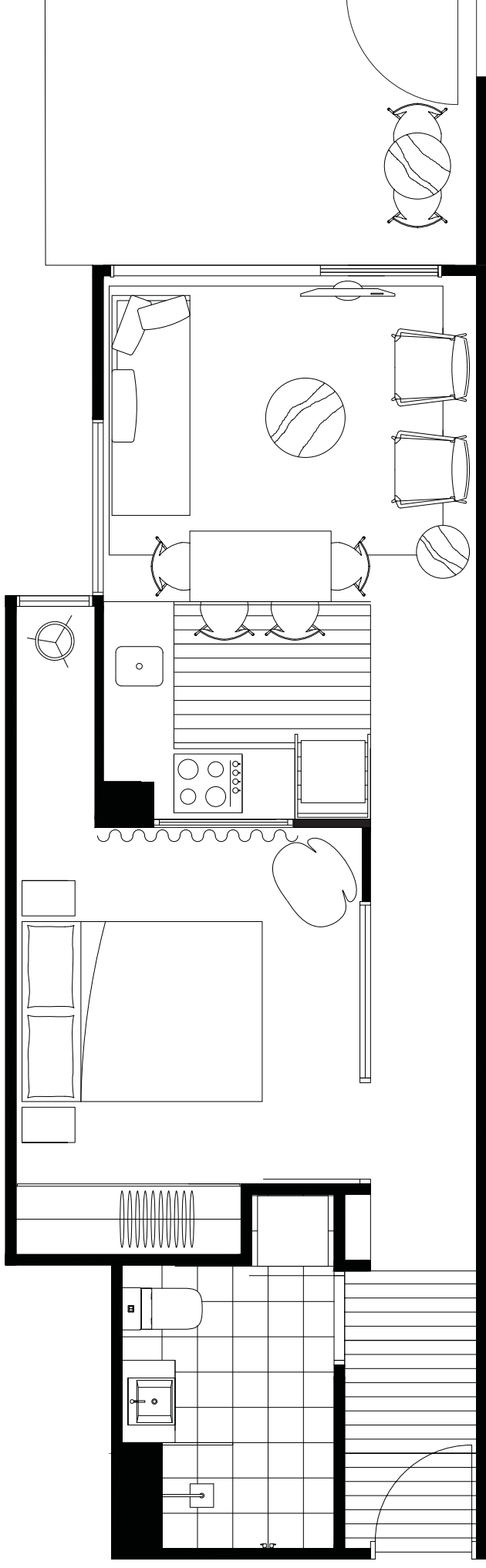
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THE YORK

W. BRUNSWICK

TYPE 1S THE HUDSON BUILDING

APARTMENTS
DG10



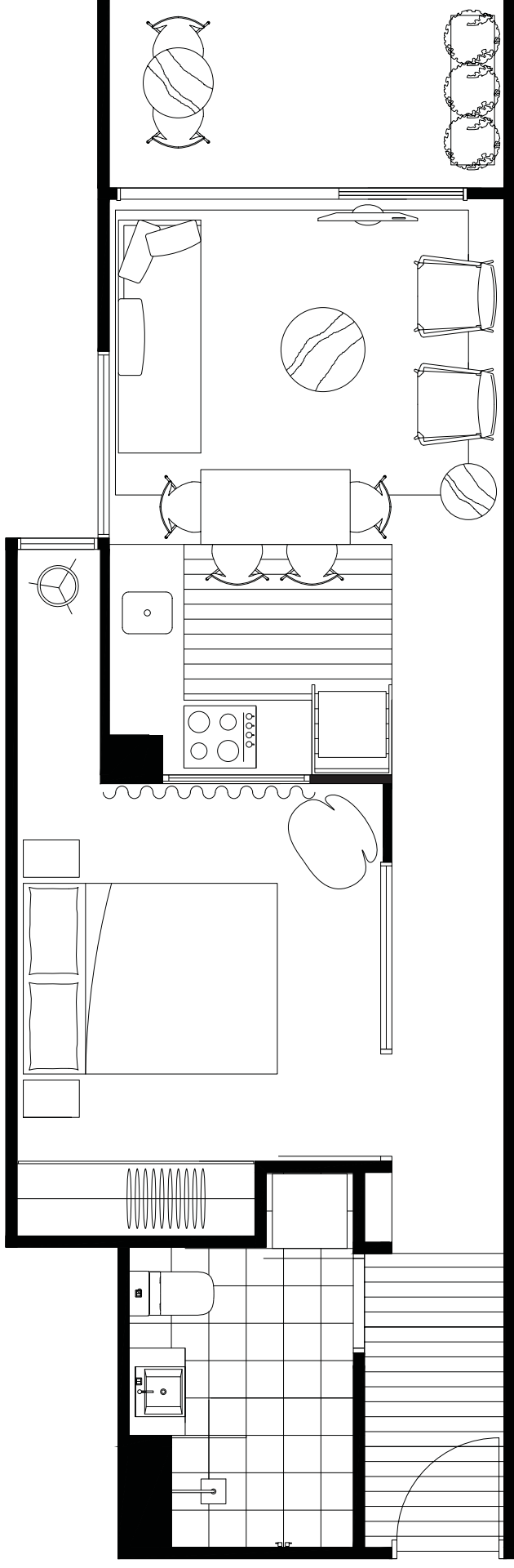
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THE YORK

W. BRUNSWICK

TYPE 1S THE HUDSON BUILDING

APARTMENTS
D410, D210, D310
D410, D508, DPH08



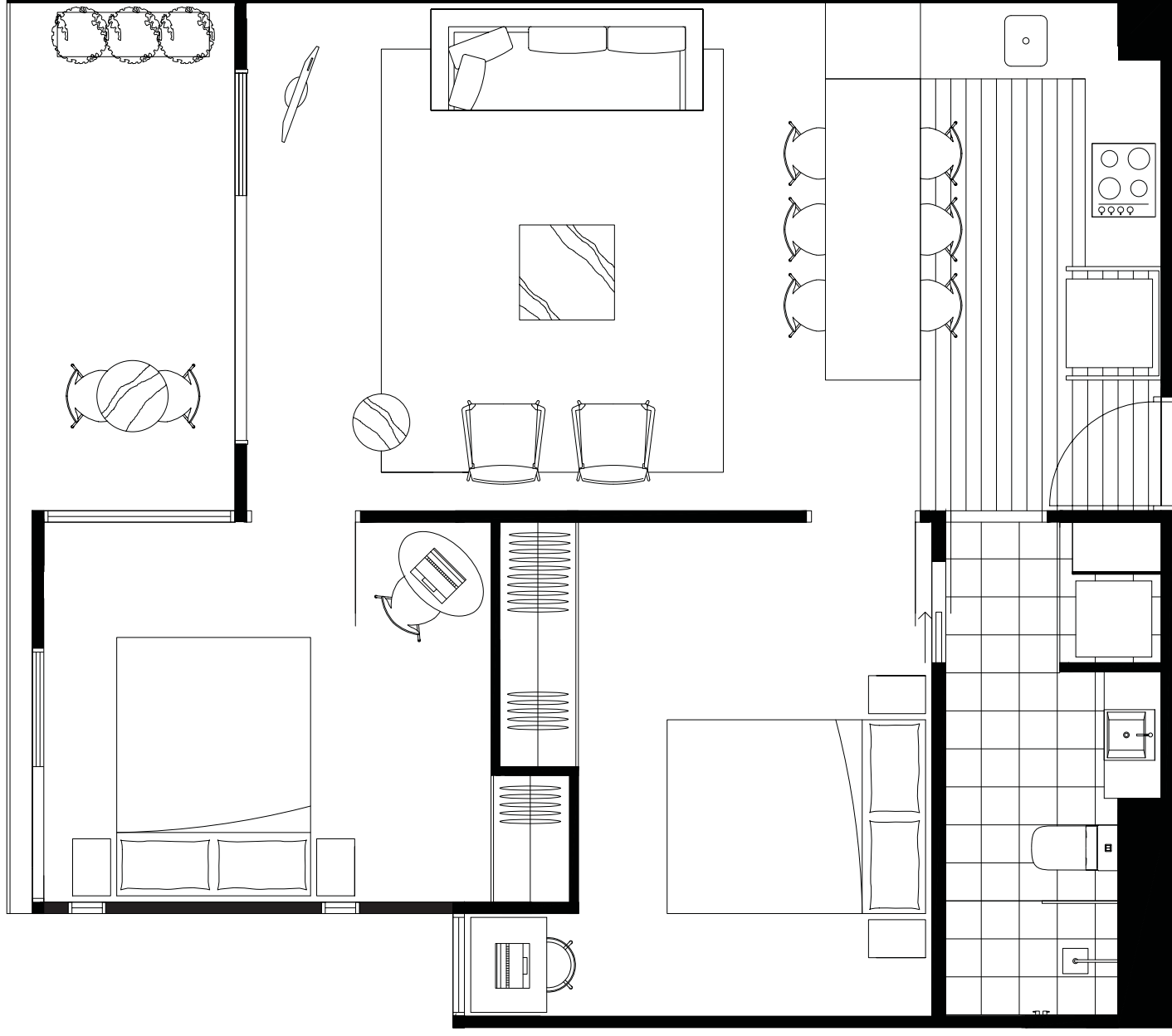
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THE YORK

W. BRUNSWICK

TYPE 2A THE HUDSON BUILDING

APARTMENTS
DG02, D102, D202, D302, D402



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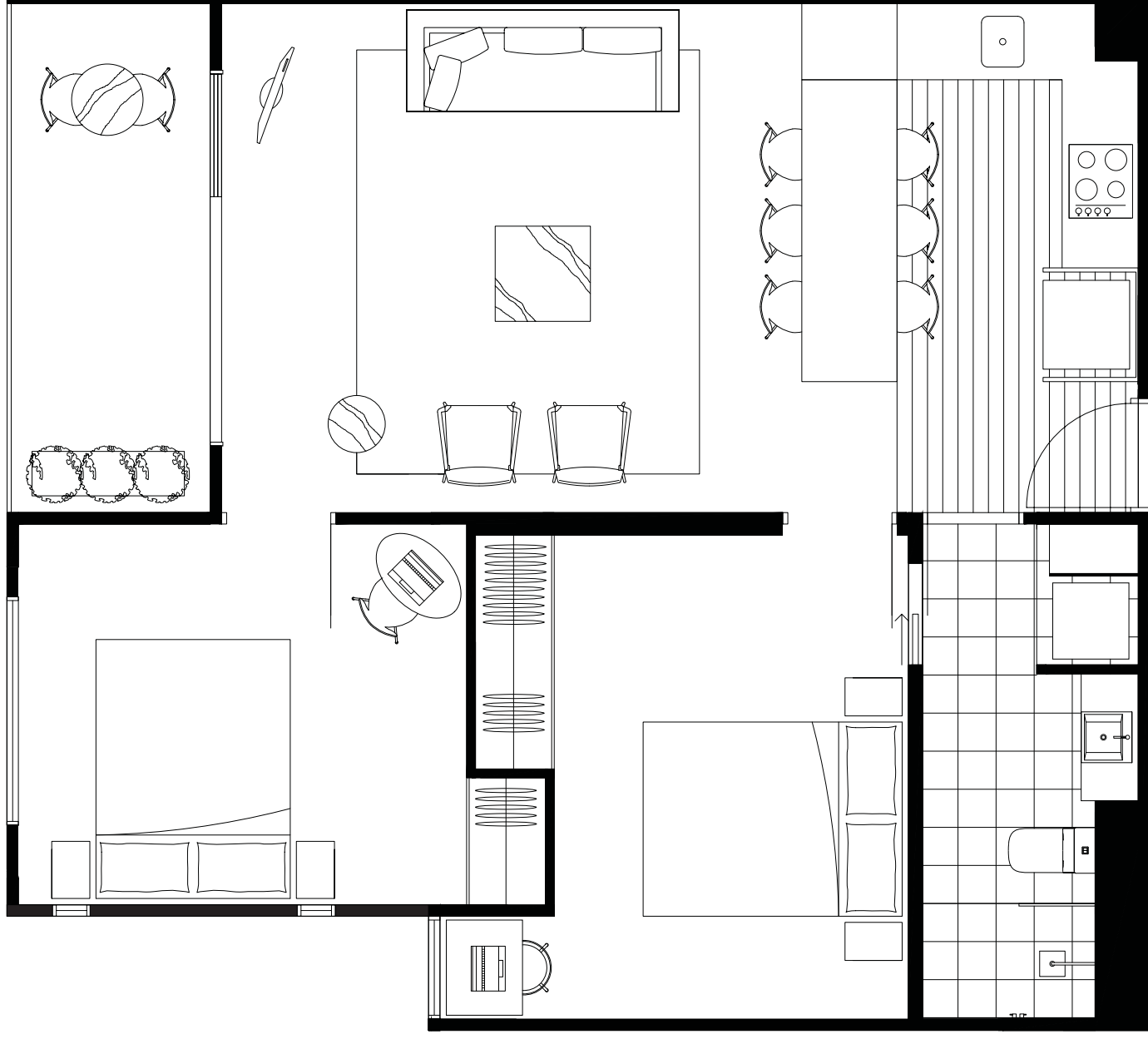
THE YORK

W. BRUNSWICK

TYPE 2A THE HUDSON BUILDING

APARTMENTS
DG09, D109, D209, D309, D409

MIRRORED
D208, D308, D408



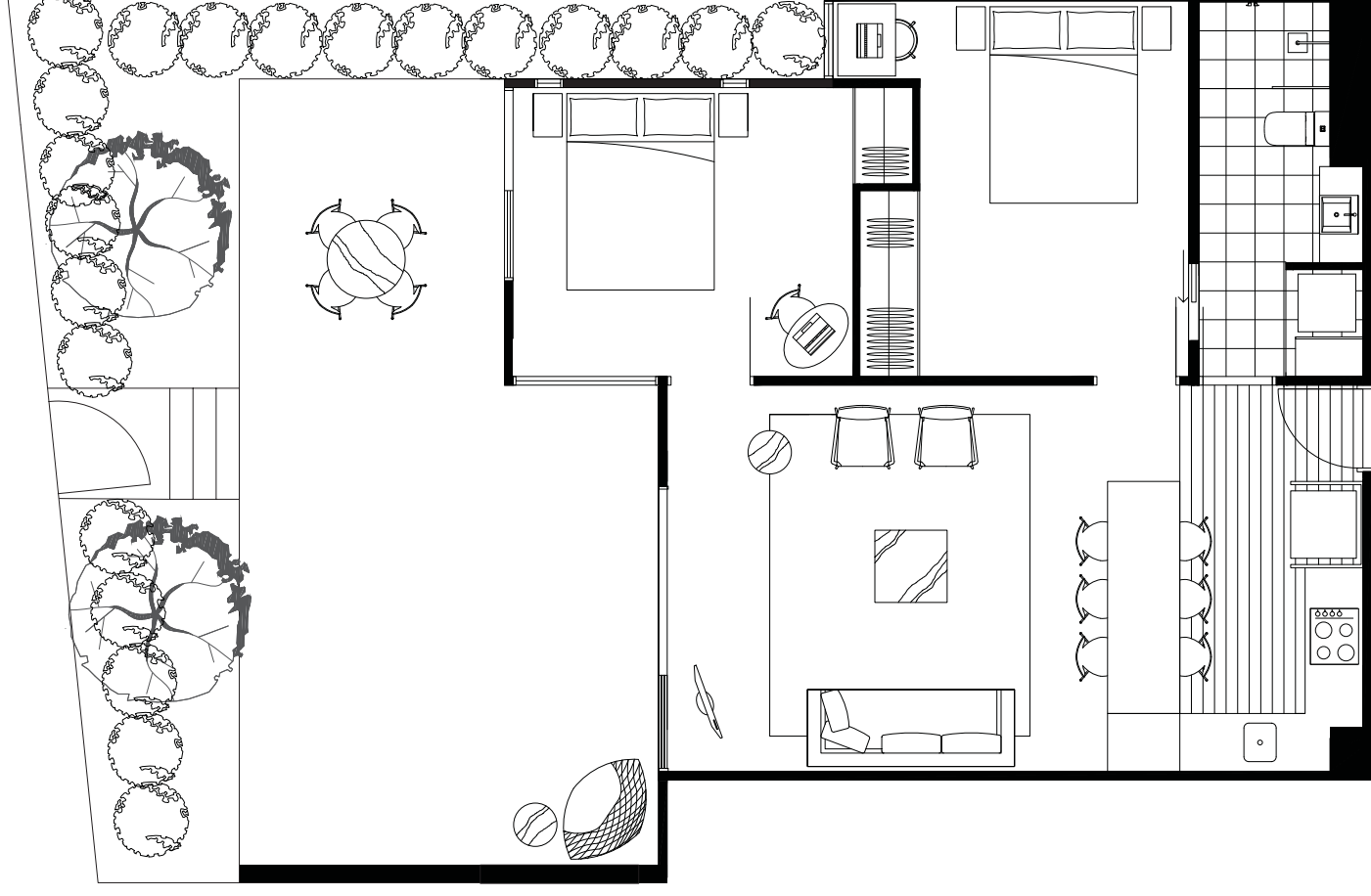
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THE YORK

W. BRUNSWICK

TYPE 2A THE HUDSON BUILDING

APARTMENTS
DLG01



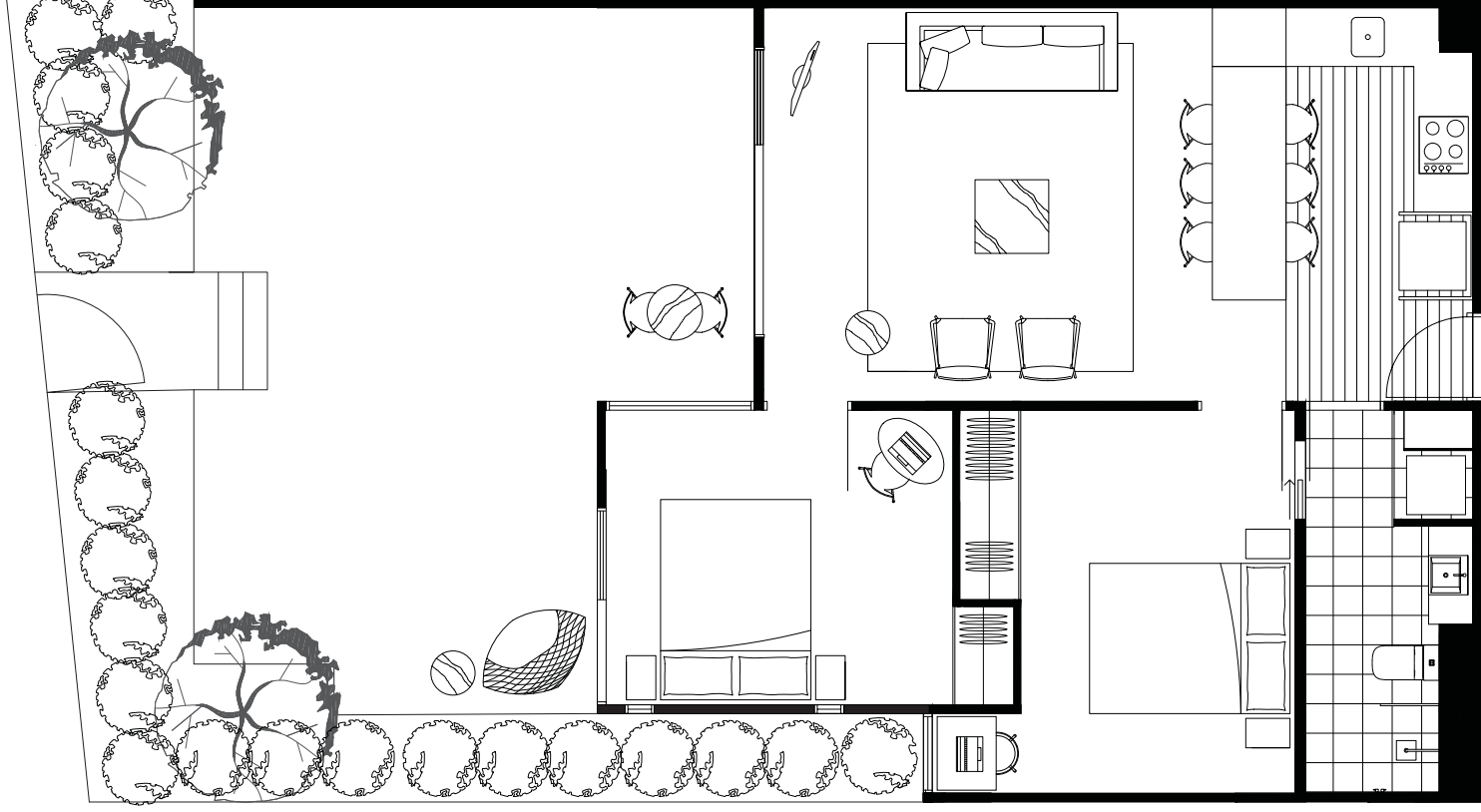
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THE YORK

W. BRUNSWICK

TYPE 2A THE HUDSON BUILDING

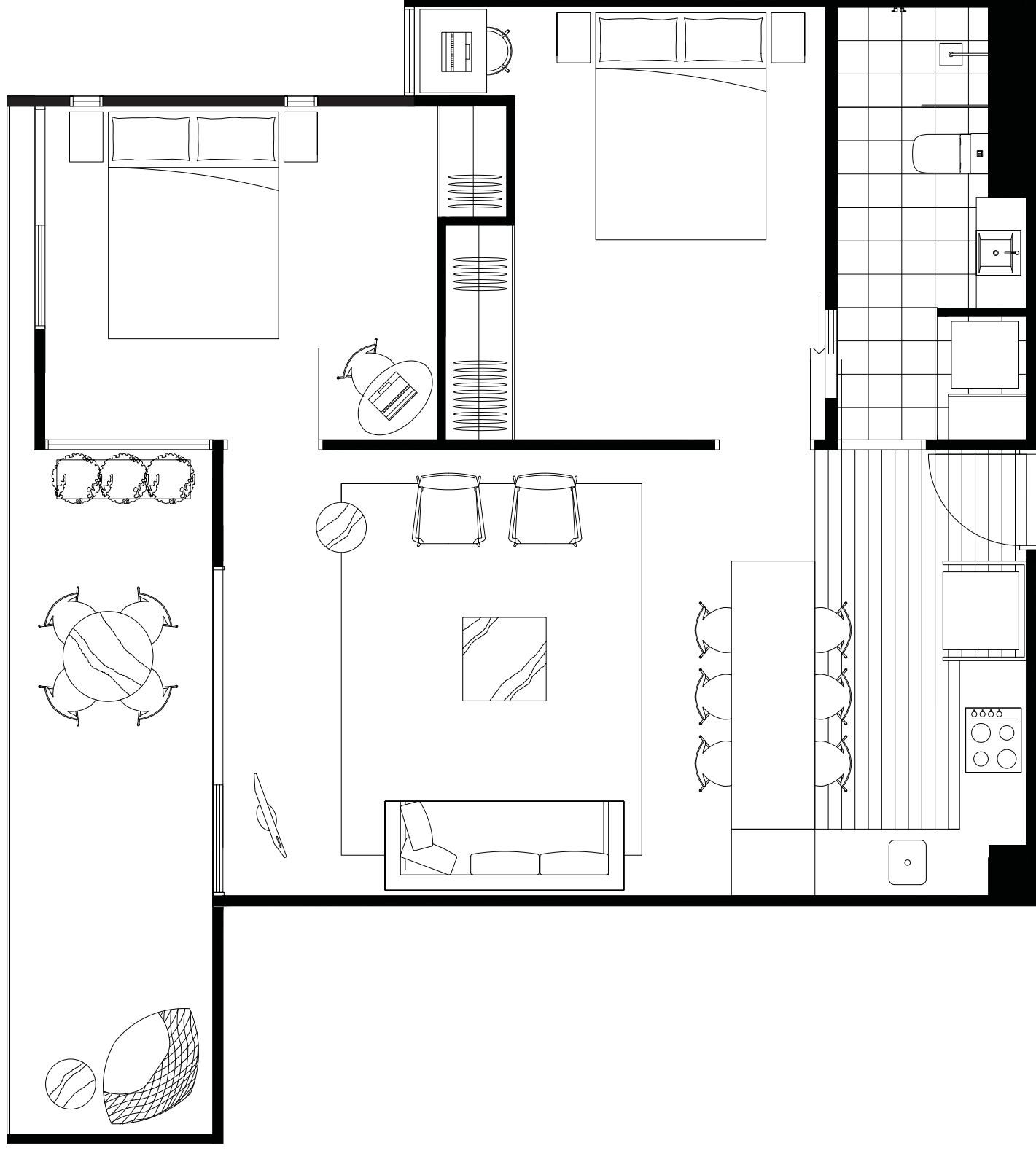
APARTMENTS
DLG02



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THE YORK

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TYPE 2A THE HUDSON BUILDING

APARTMENTS
DG01, D101, D201, D301, D401

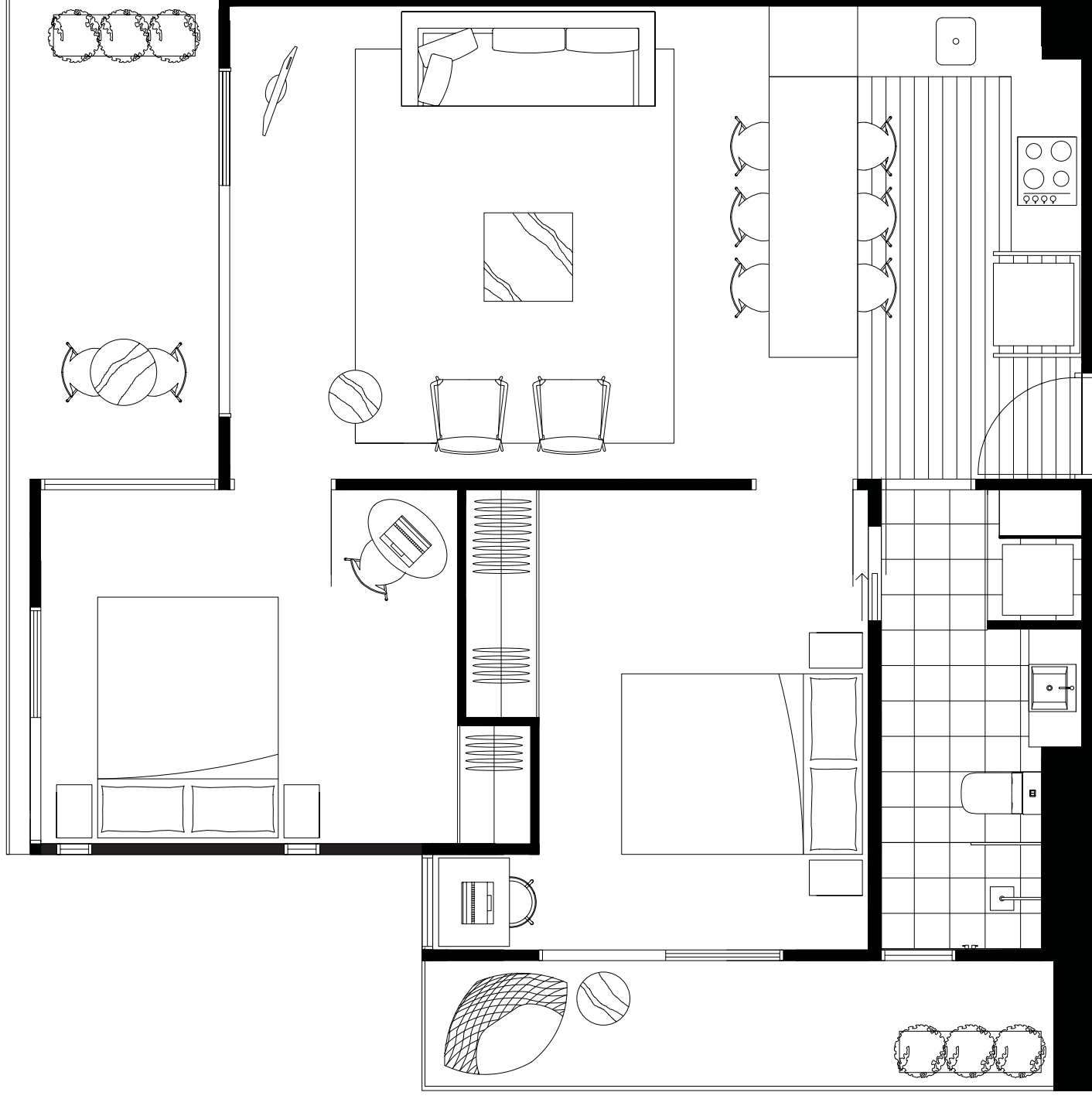
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THE YORK

W. BRUNSWICK

TYPE 2A THE HUDSON BUILDING

APARTMENTS
D501



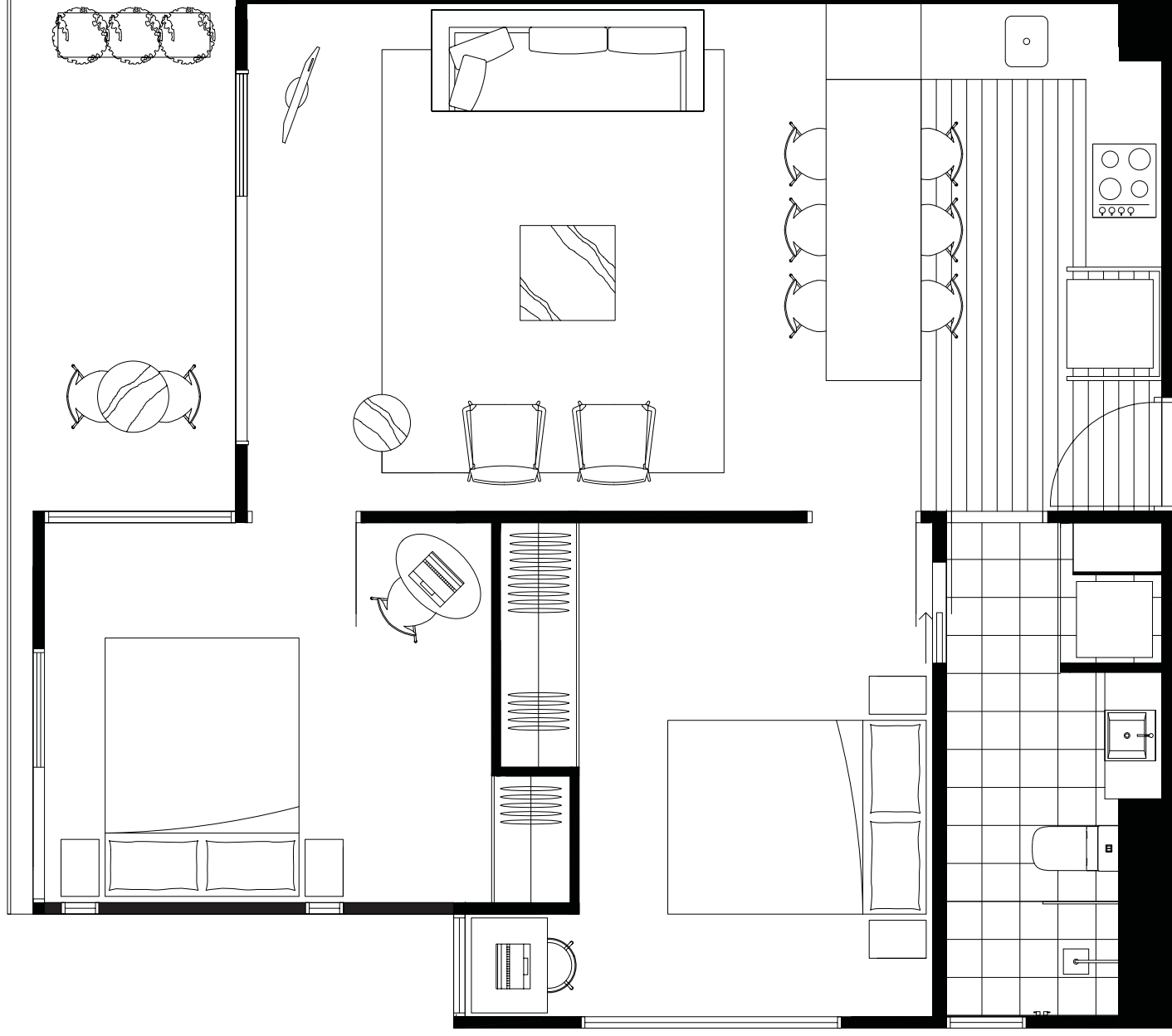
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THE YORK

W. BRUNSWICK

TYPE 2A THE HUDSON BUILDING

APARTMENTS
DPH01



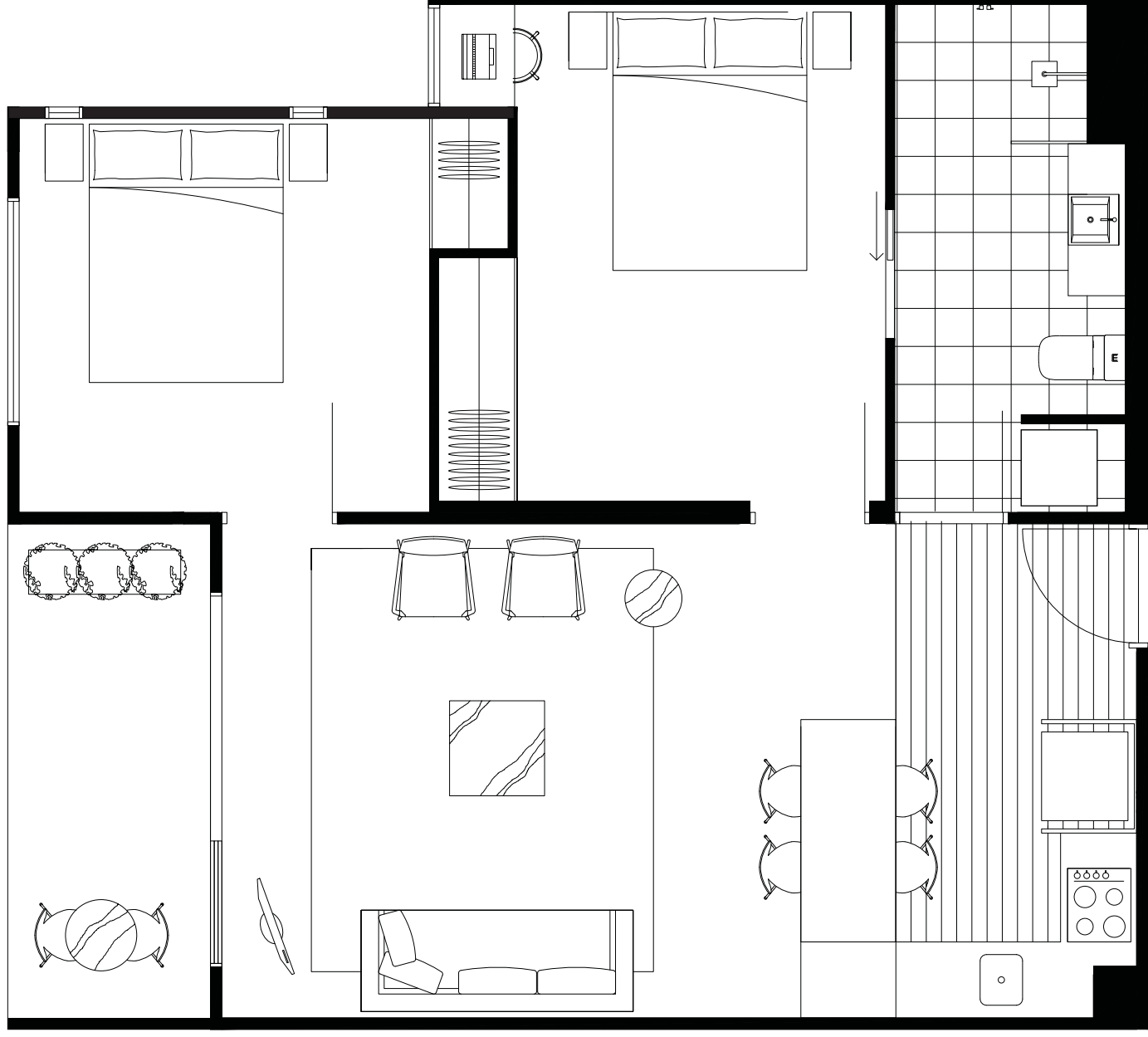
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THE YORK

W. BRUNSWICK

TYPE 2G
THE HUDSON BUILDING

APARTMENTS
DG08, D108



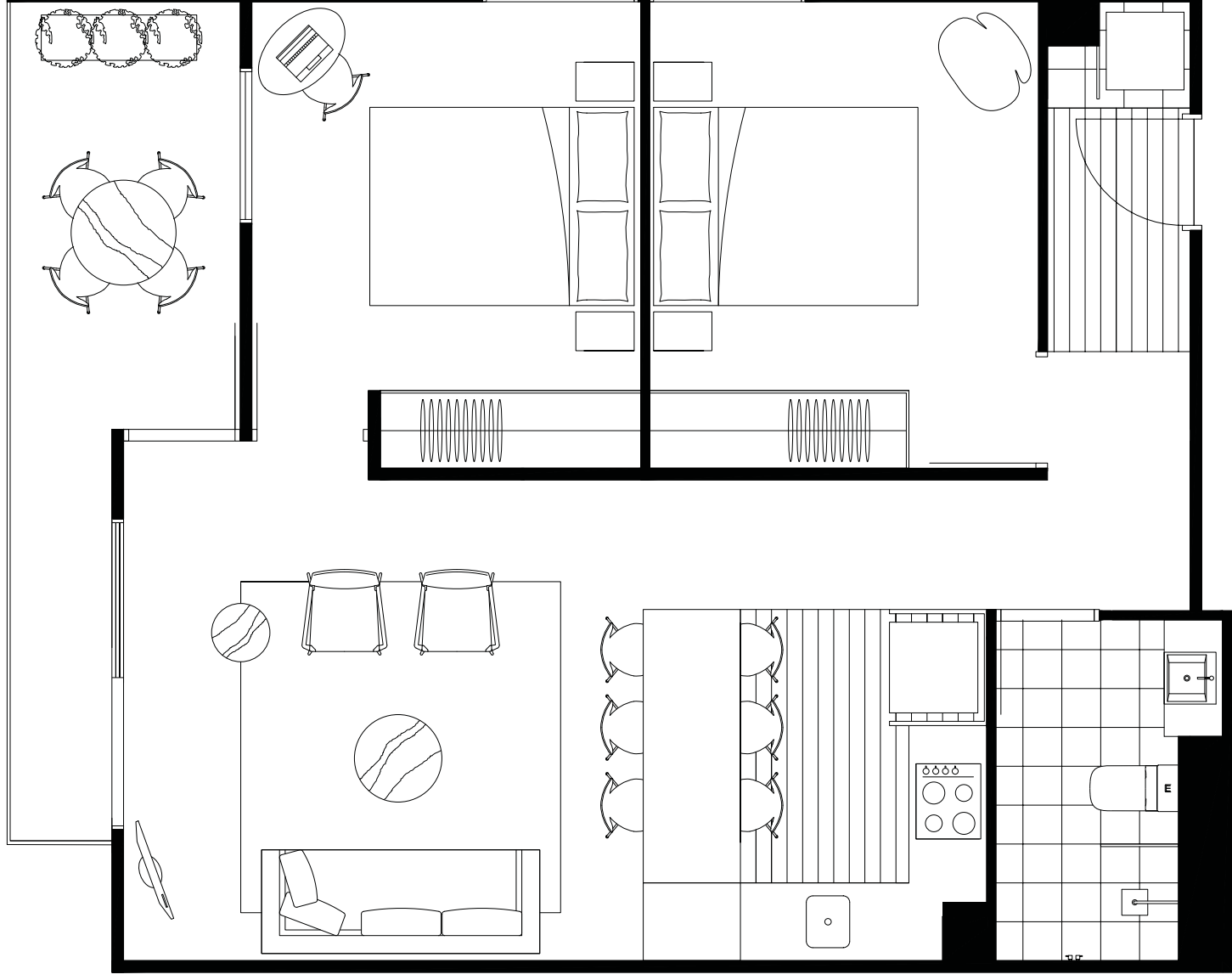
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THE YORK

W. BRUNSWICK

TYPE 2J THE HUDSON BUILDING

APARTMENTS
DG06, D106, D206, D306, D406, D505



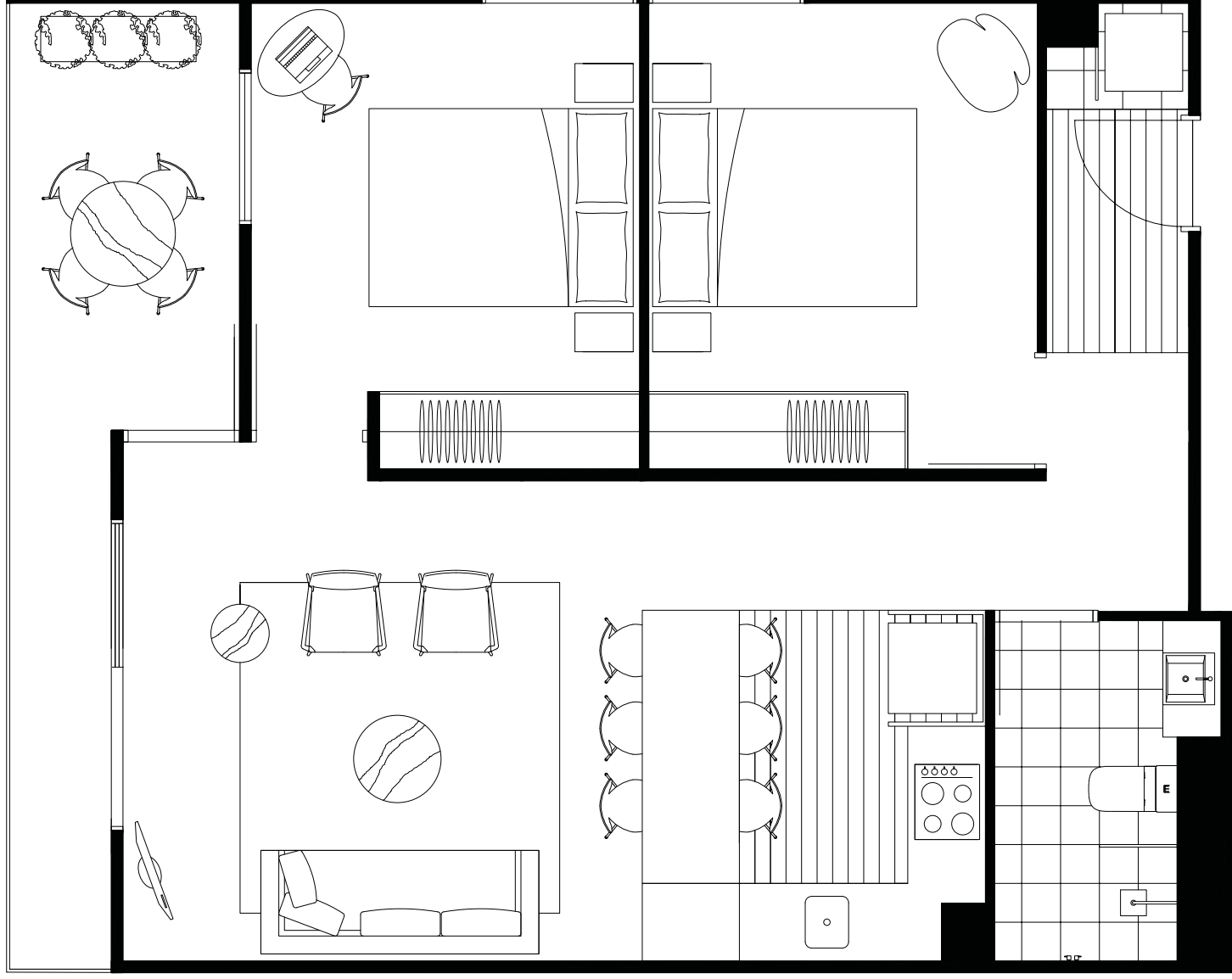
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THE YORK

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TYPE 2J THE HUDSON BUILDING

APARTMENTS
DPH05



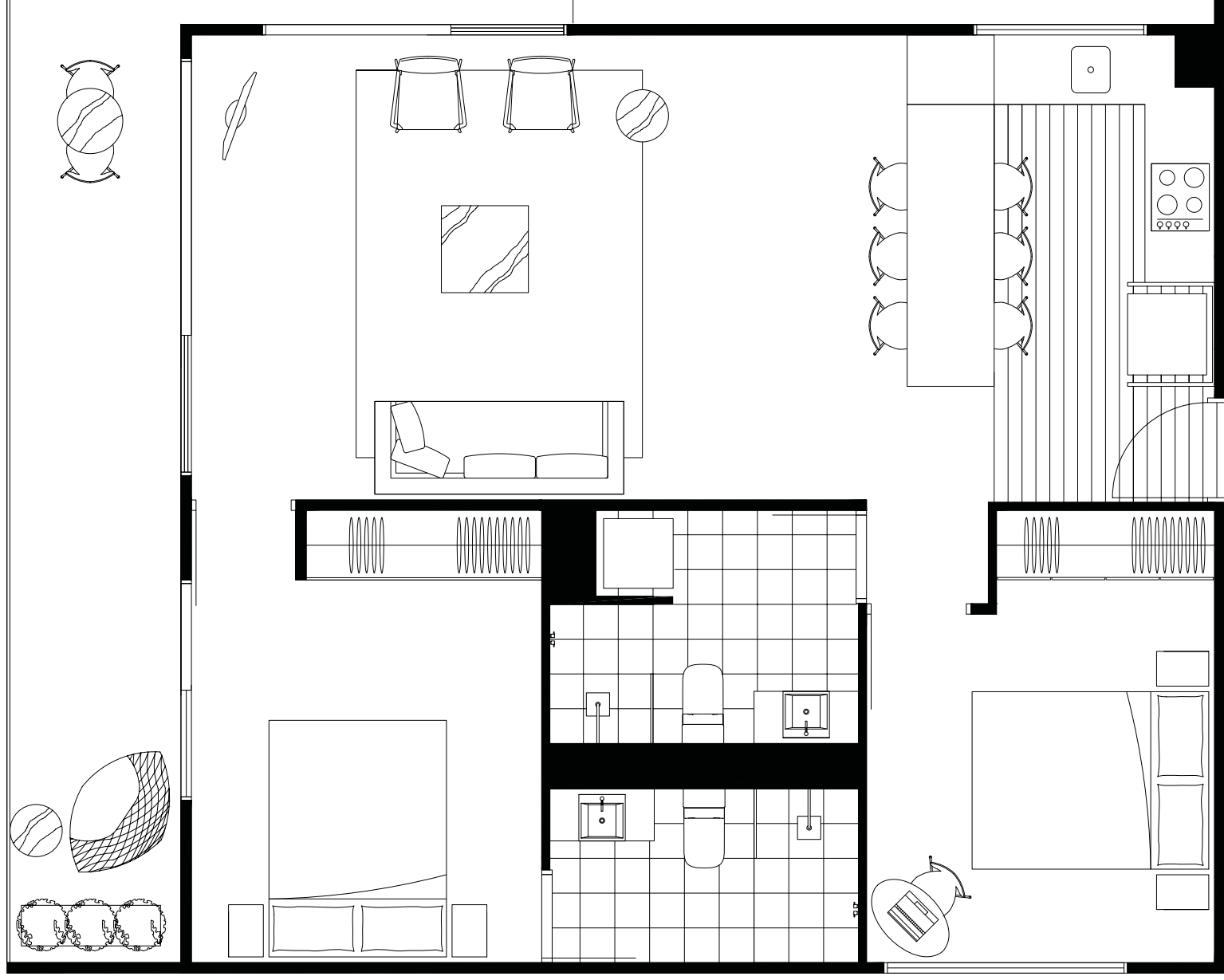
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THE YORK

W. BRUNSWICK

TYPE 21
THE HUDSON BUILDING

APARTMENTS
DG07, D107, D207, D307, D407



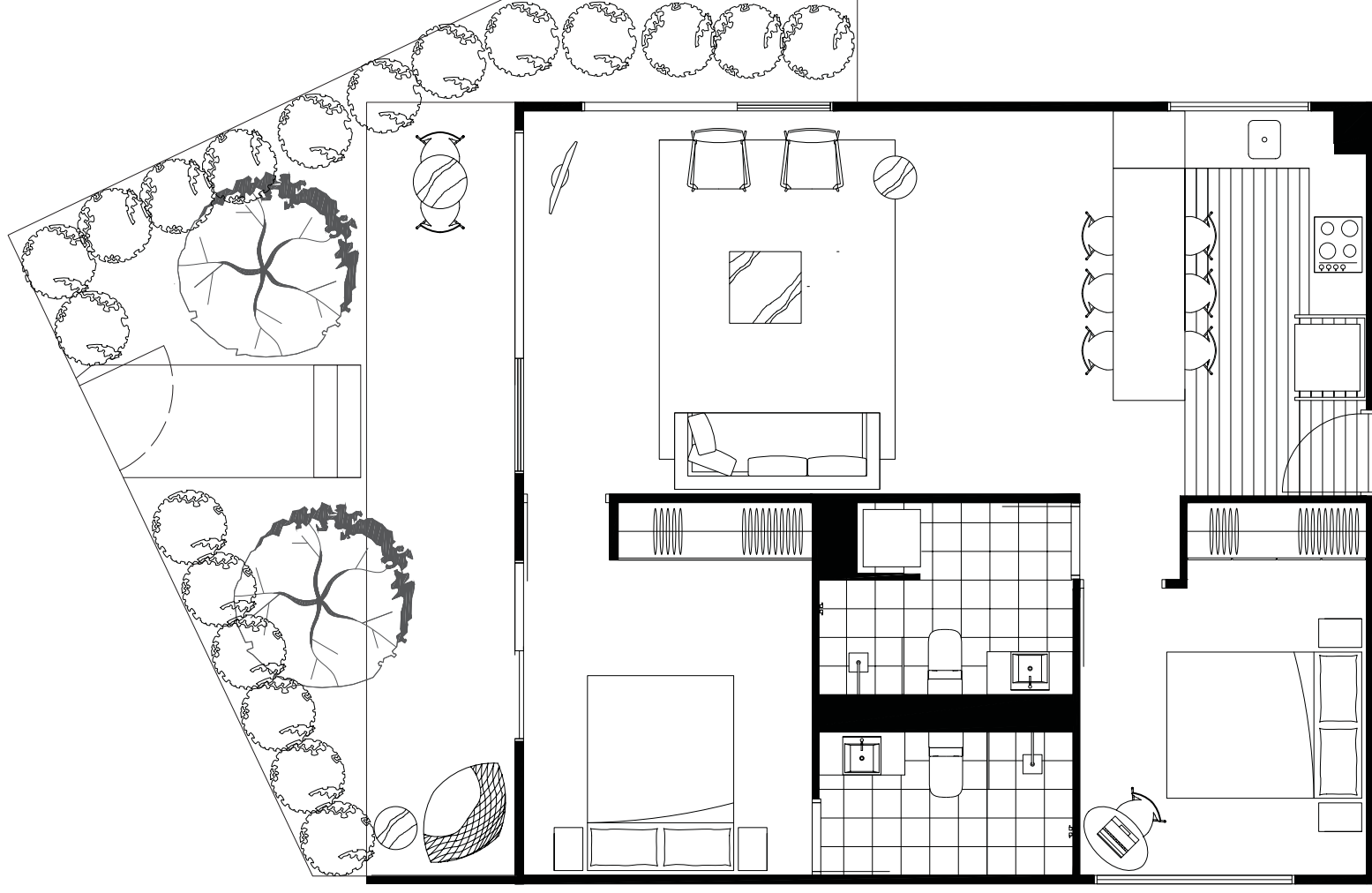
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THE YORK

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TYPE 21
THE HUDSON BUILDING

APARTMENTS
DLG06



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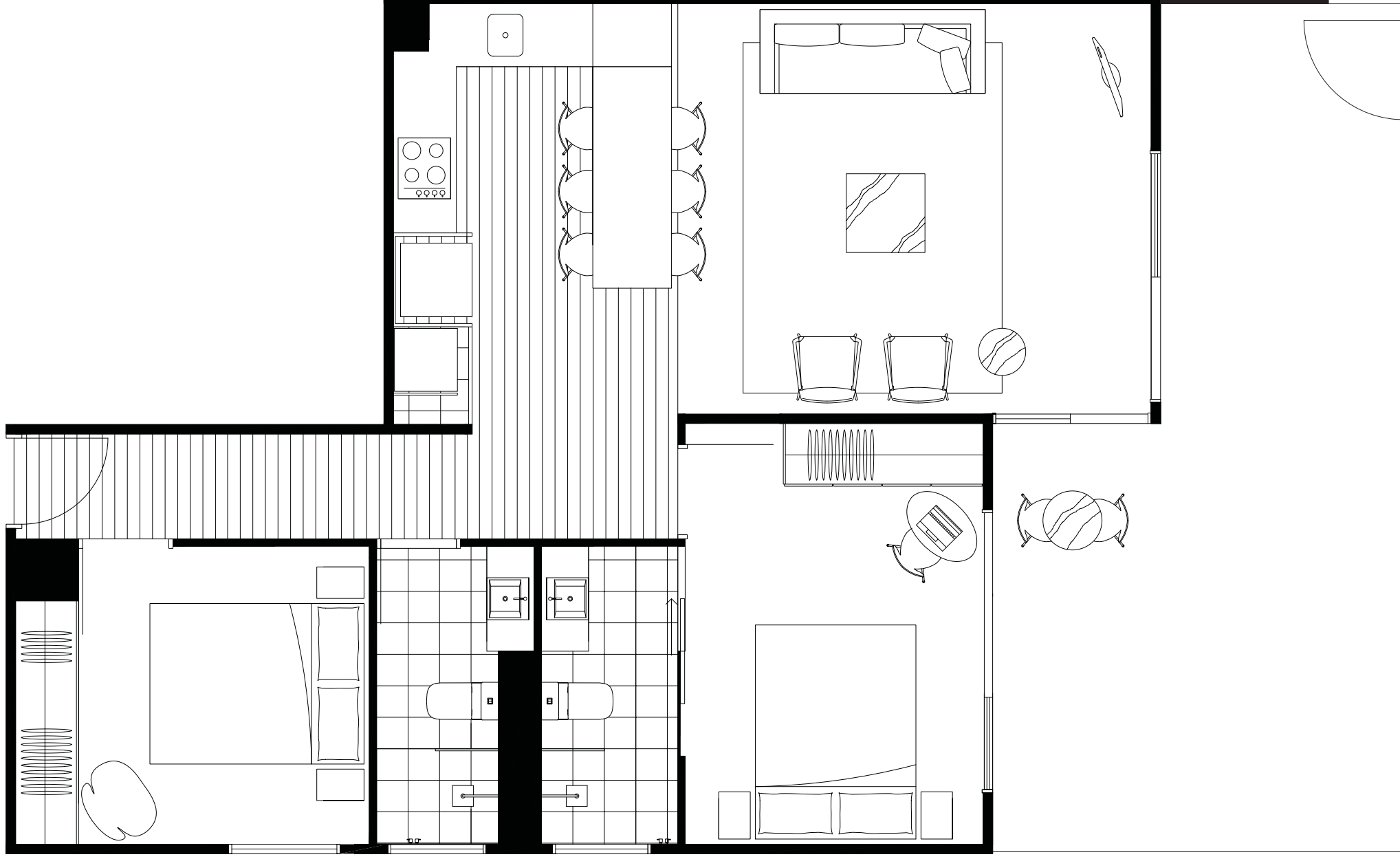
R.Corp Presents

THE YORK

W. BRUNSWICK

TYPE 2H
THE HUDSON BUILDING

APARTMENTS
DG17



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R Corp Presents

THE YORK

W. BRUNSWICK

TYPE 2H
THE HUDSON BUILDING

APARTMENTS
D117, D217, D317, D417



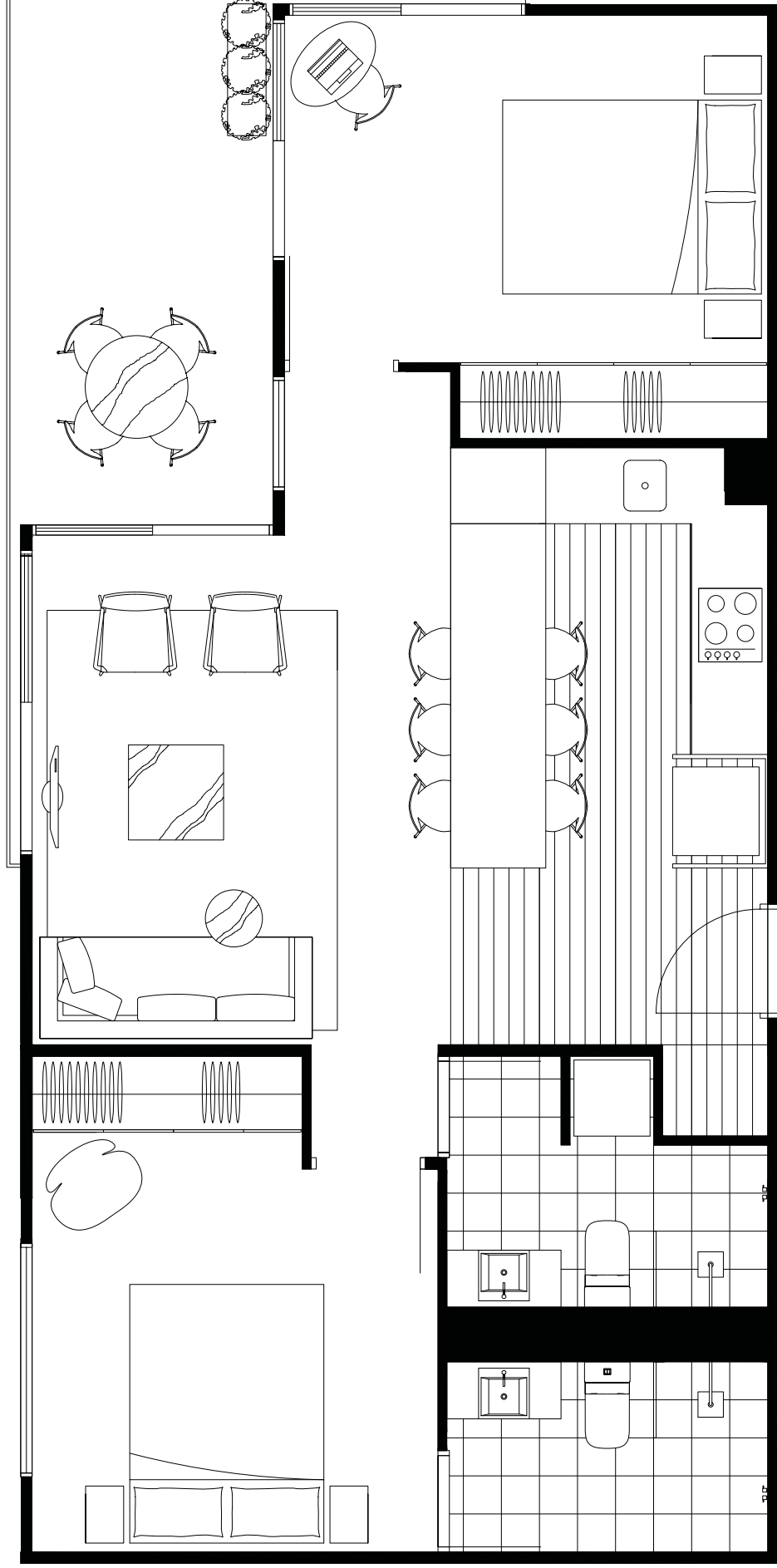
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THE YORK

W. BRUNSWICK

TYPE 2L
THE HUDSON BUILDING

APARTMENT
DPH07

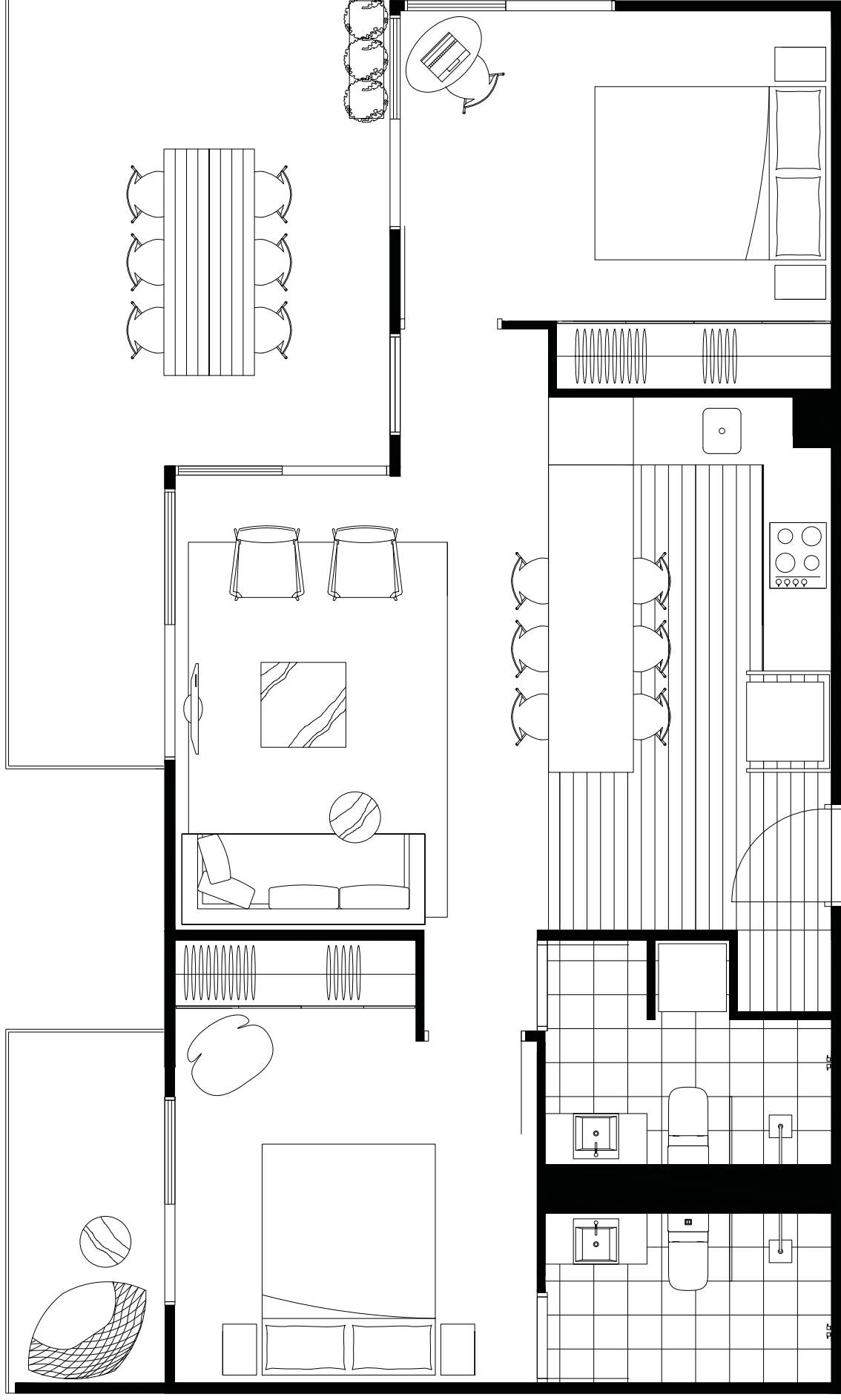


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THE YORK

W. BRUNSWICK

TYPE 2L THE HUDSON BUILDING APARTMENT D507



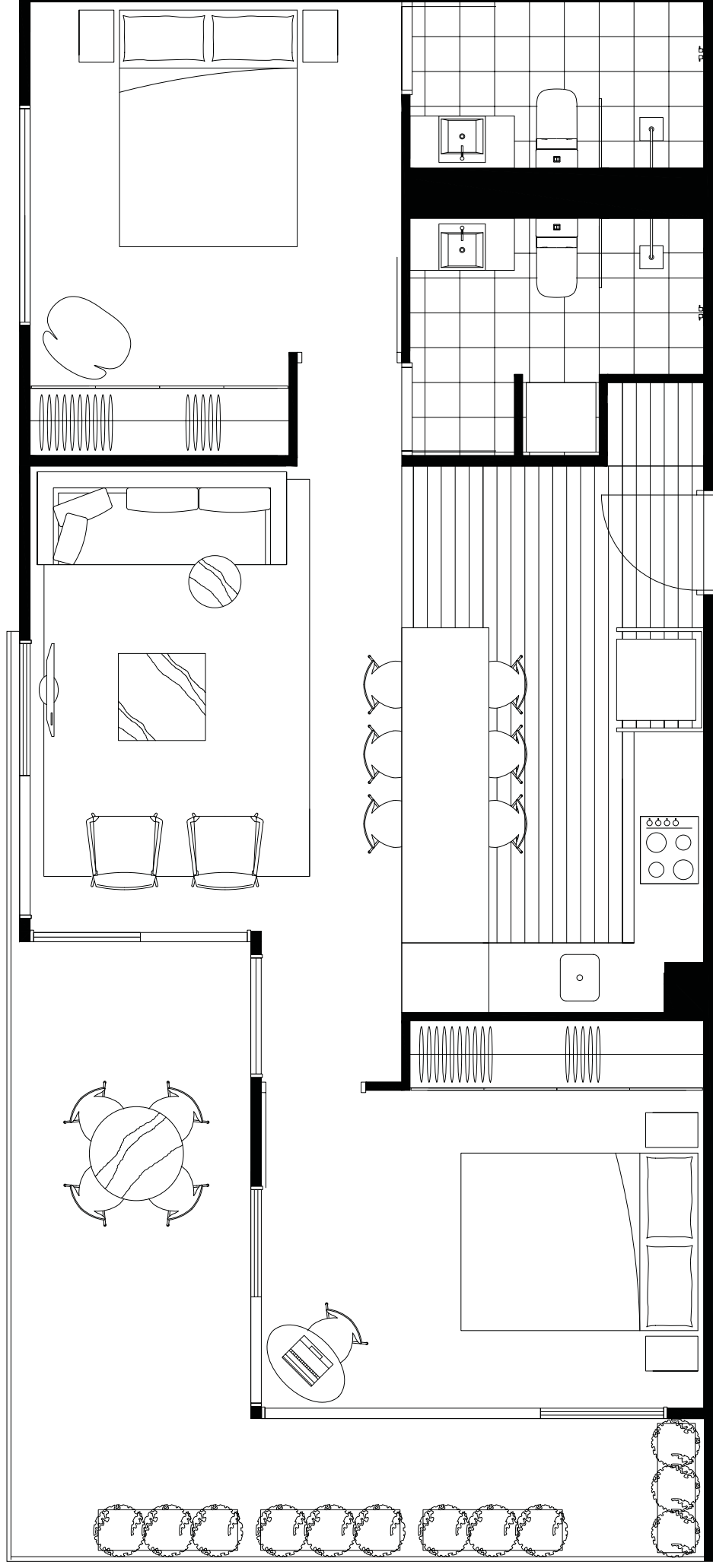
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THE YORK

W. BRUNSWICK

TYPE 2U THE HUDSON BUILDING

APARTMENTS
DPH06



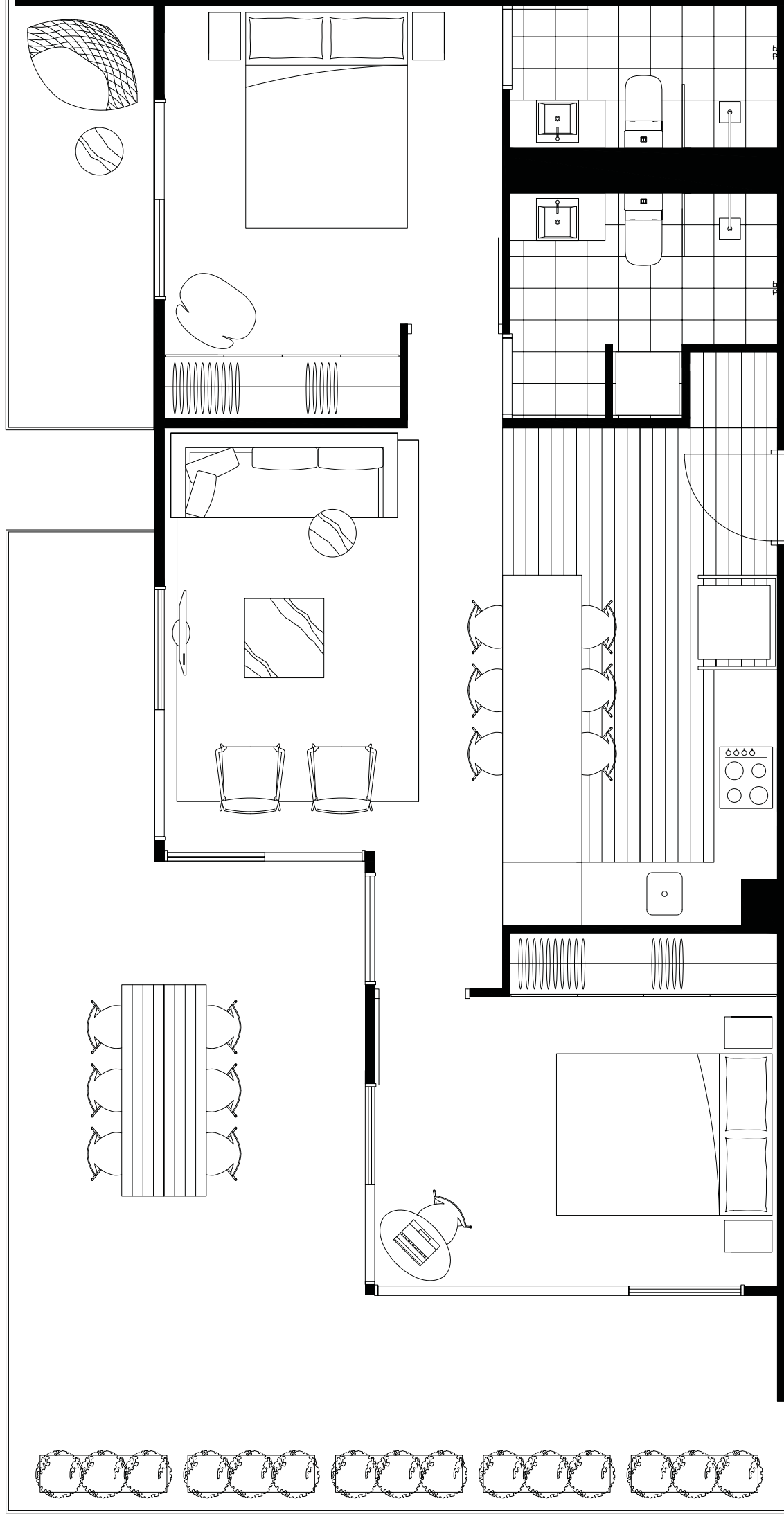
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THE YORK

W. BRUNSWICK

TYPE 2U THE HUDSON BUILDING

APARTMENT
D506



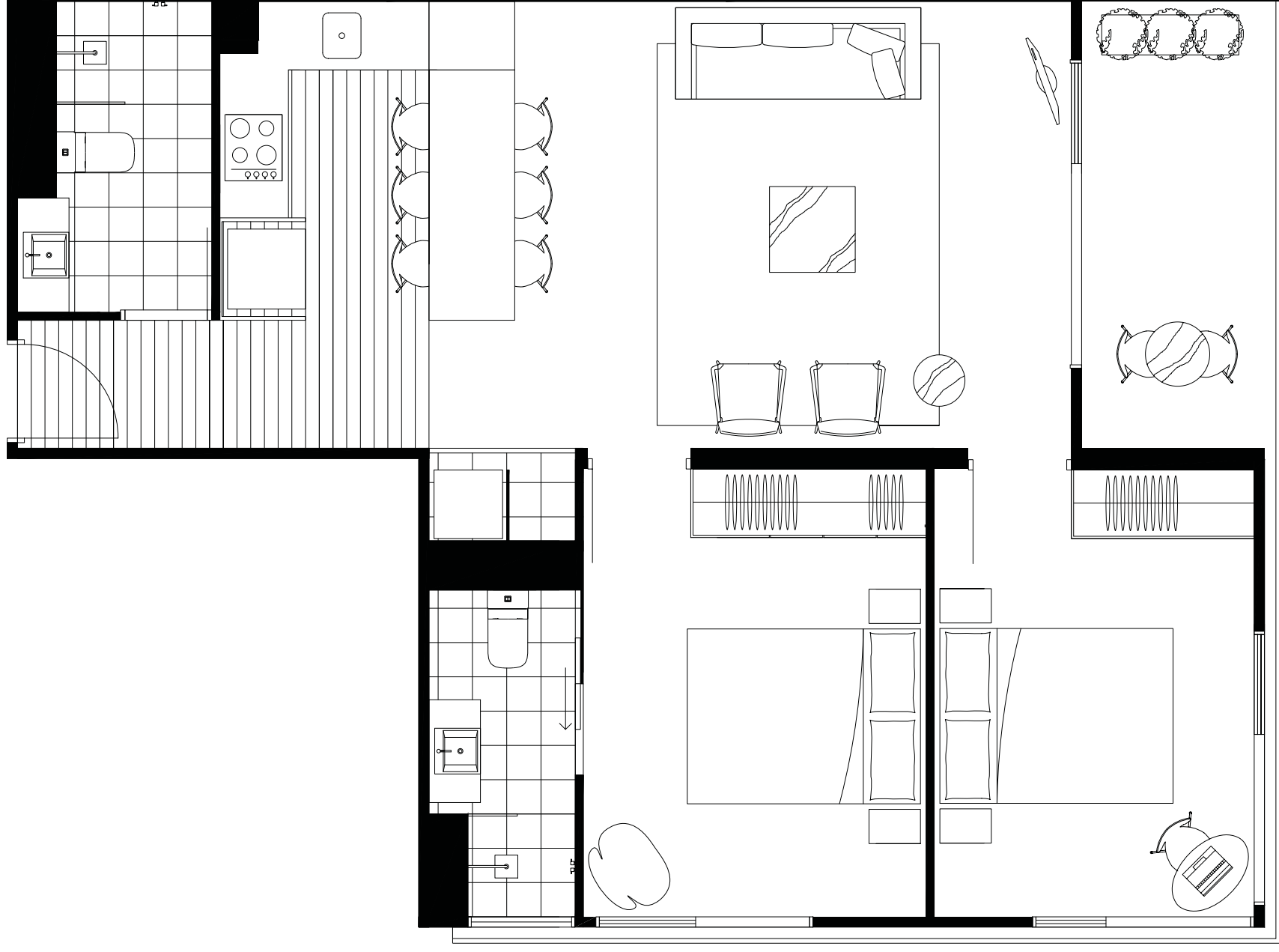
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THE YORK

W. BRUNSWICK

TYPE 2T
THE HUDSON BUILDING

APARTMENT
DPH14



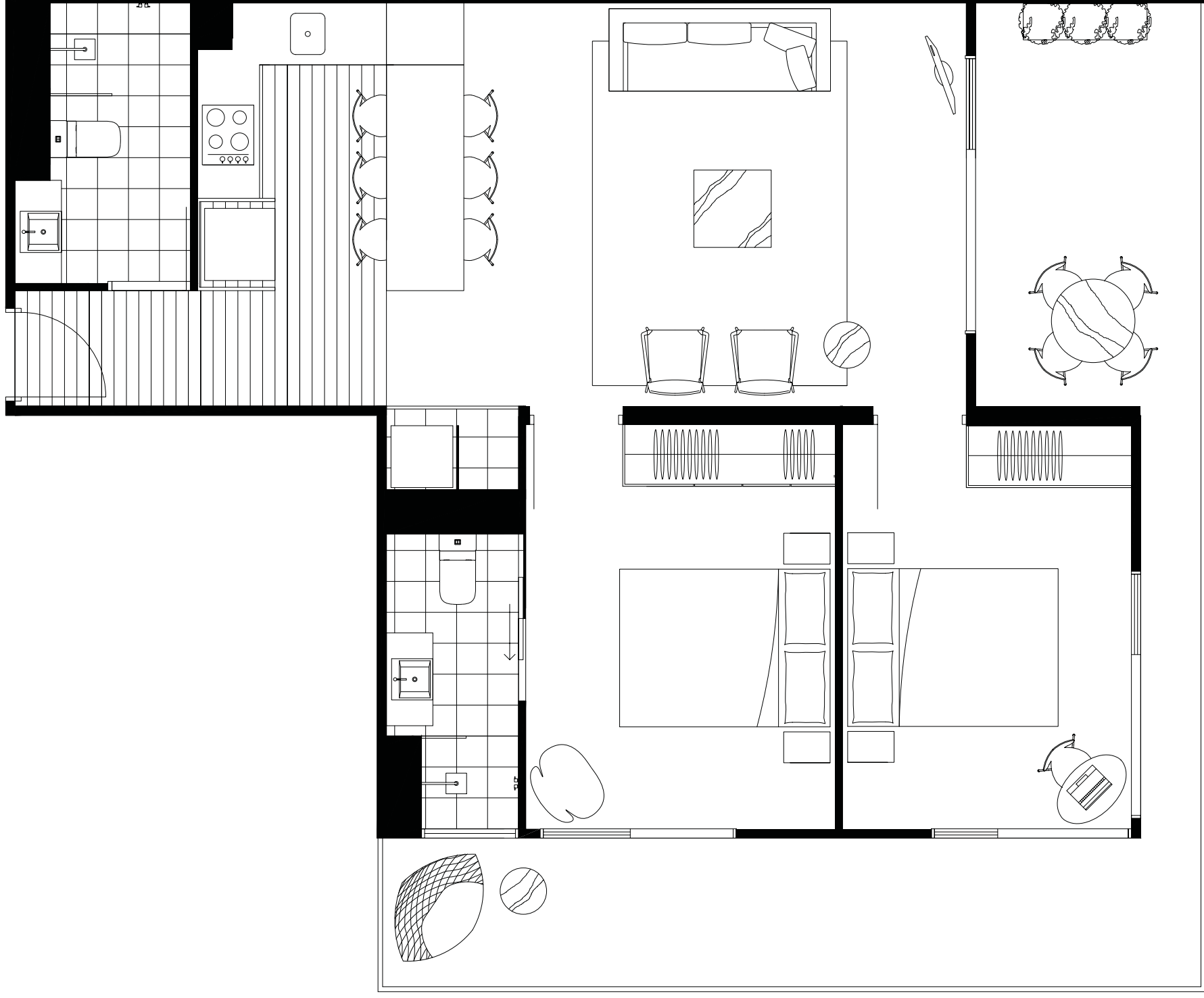
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THE YORK

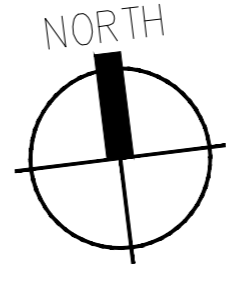
W. BRUNSWICK

TYPE 2T THE HUDSON BUILDING

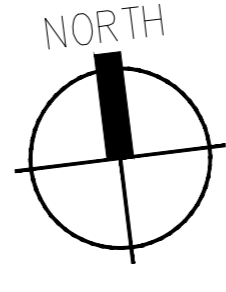
APARTMENT
D514



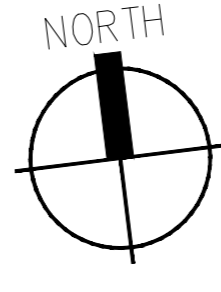
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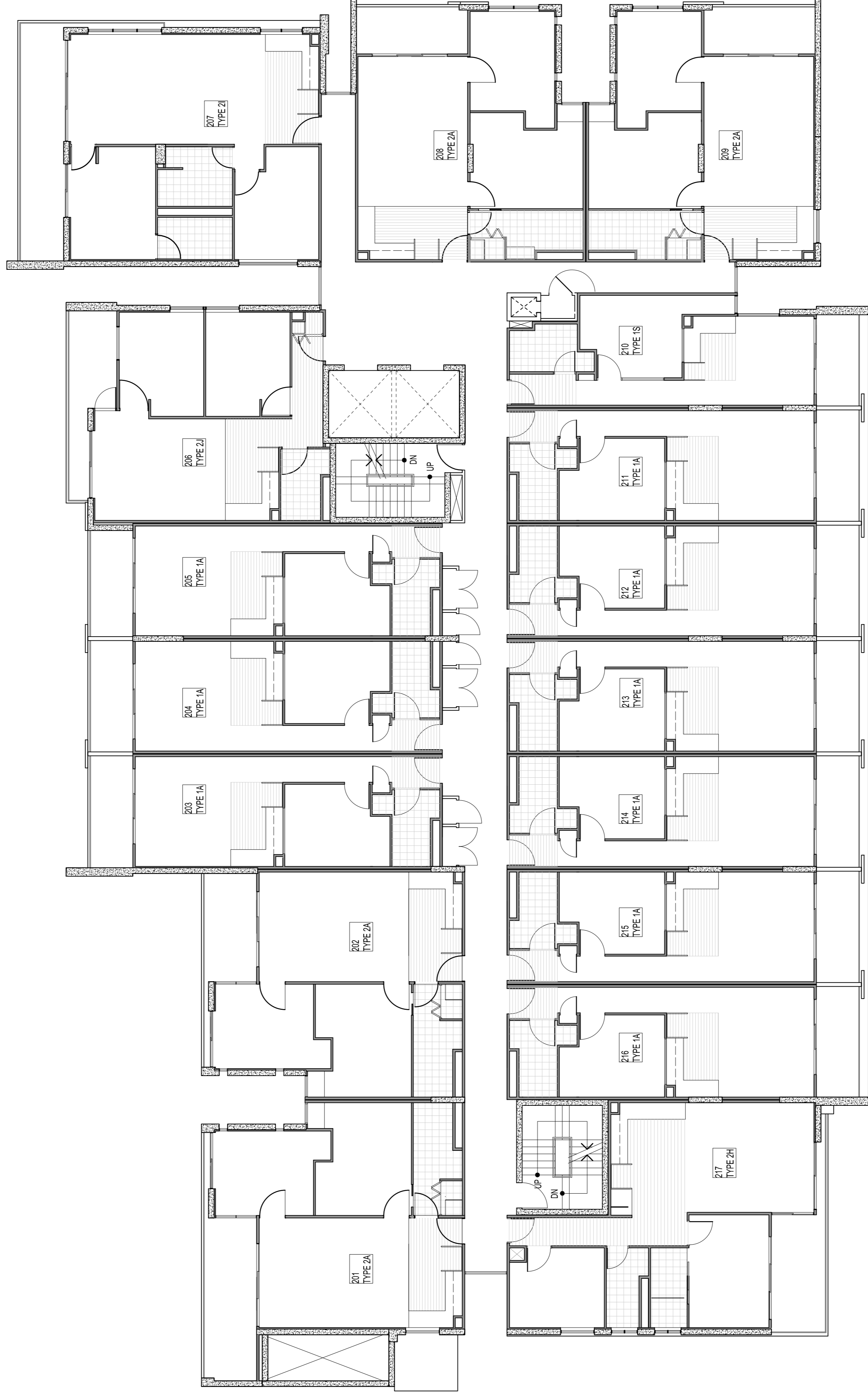
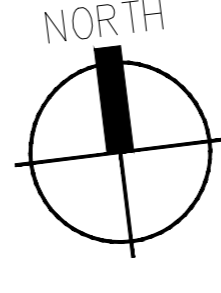
THE HUDSON - LOWER GROUND FLOOR



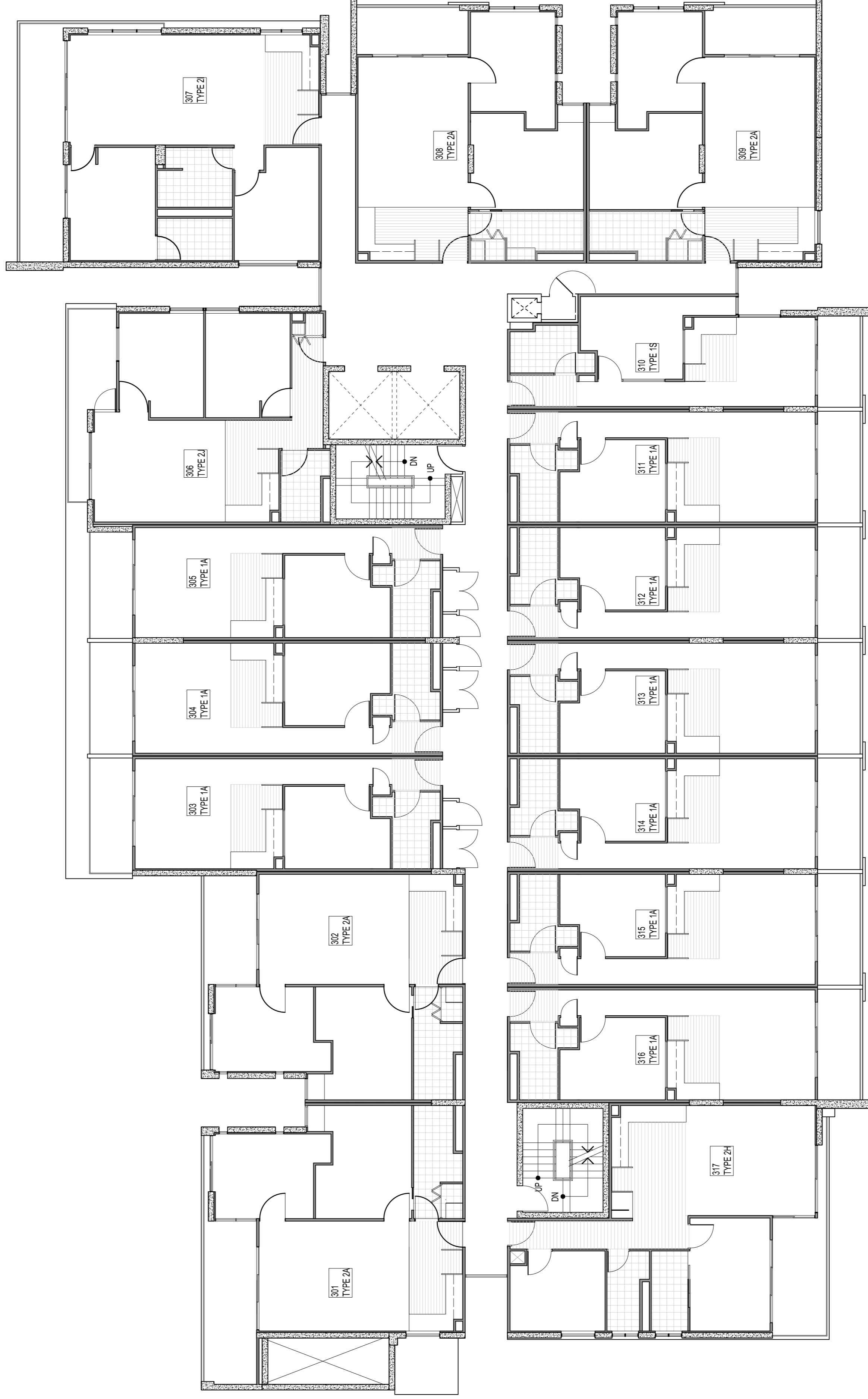
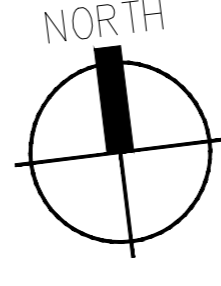
THE HUDSON - GROUND FLOOR



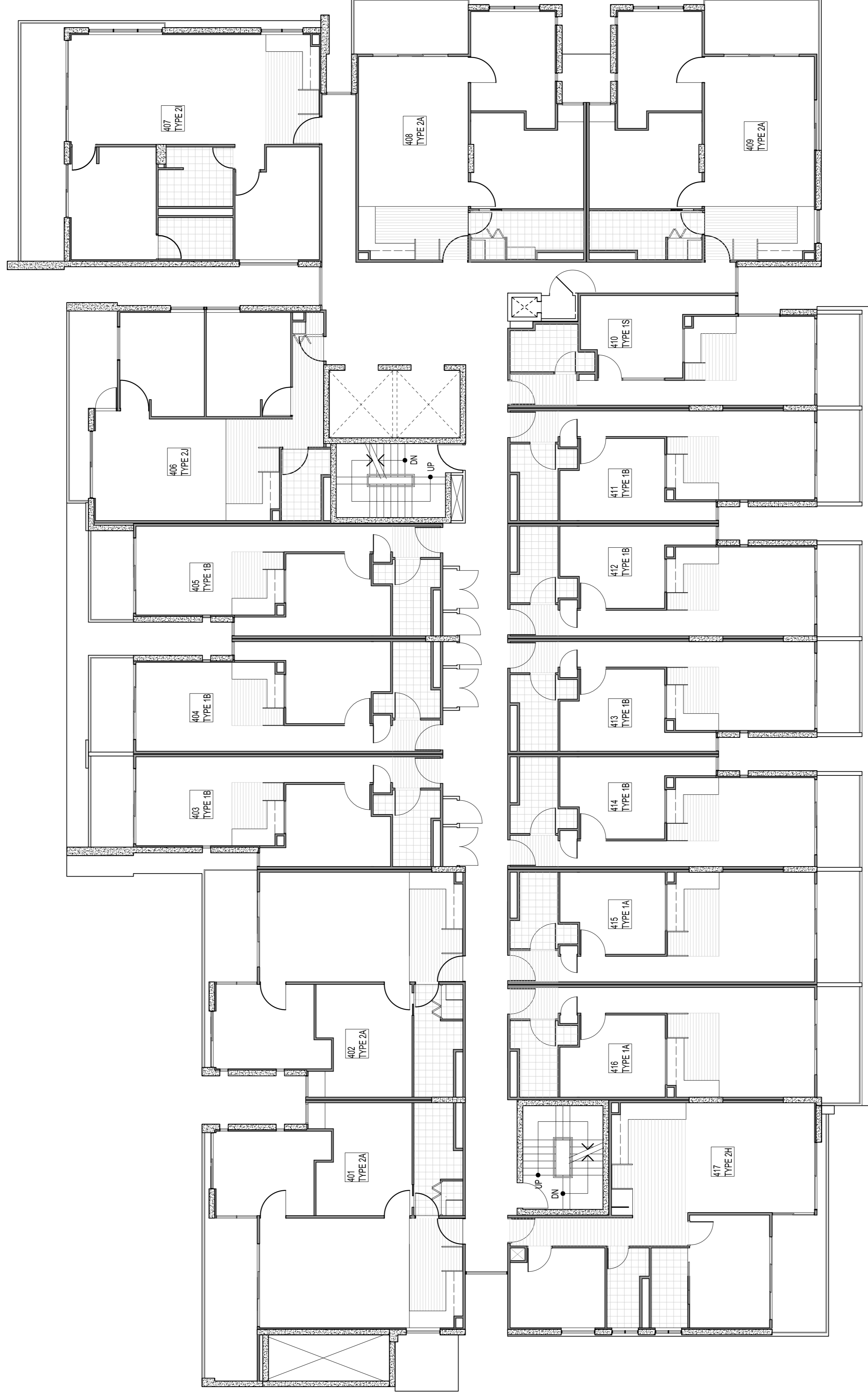
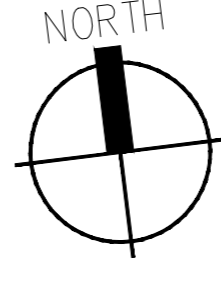
THE HUDSON - FIRST FLOOR



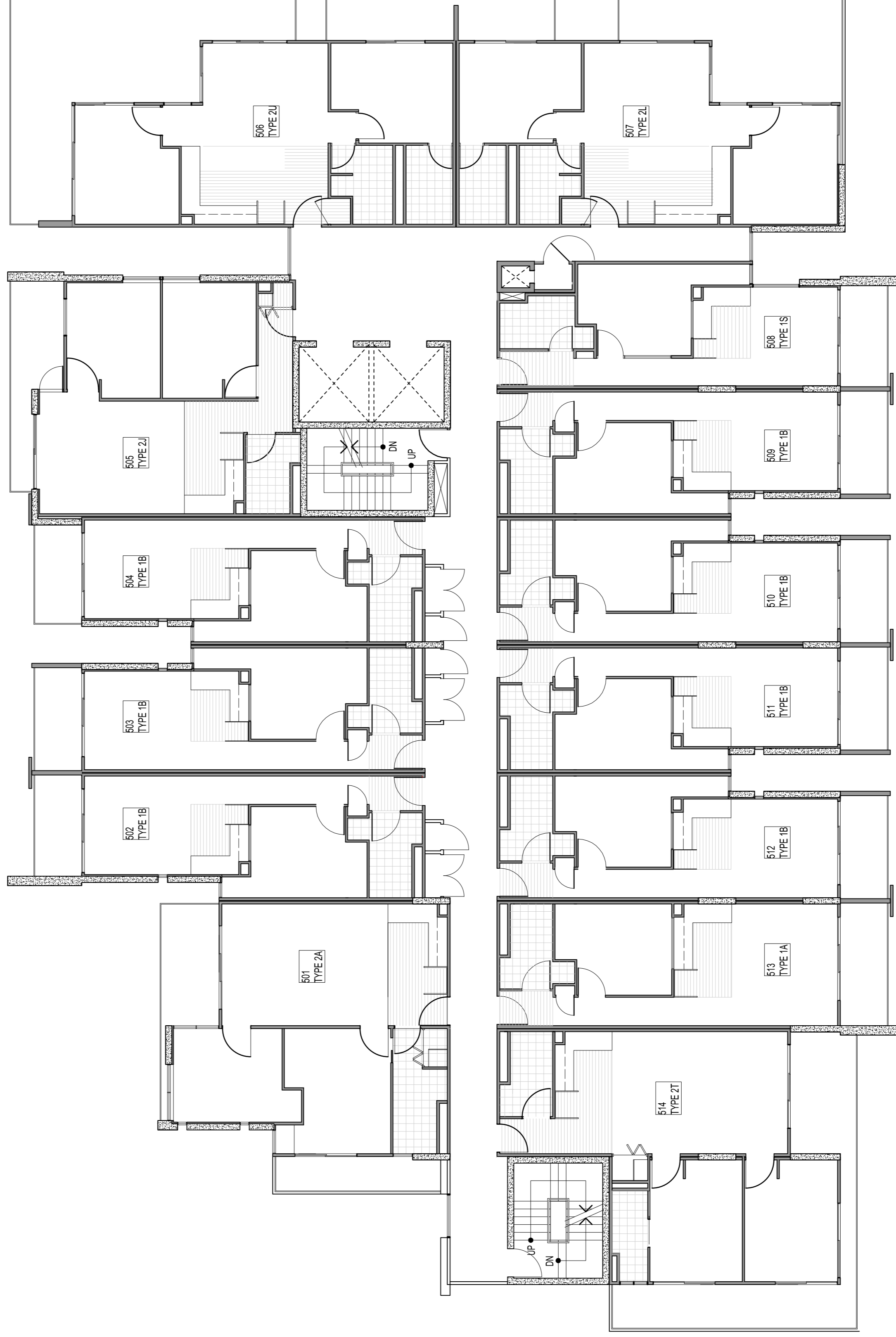
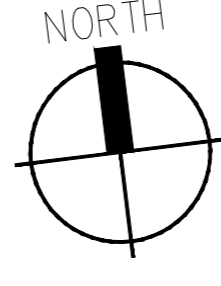
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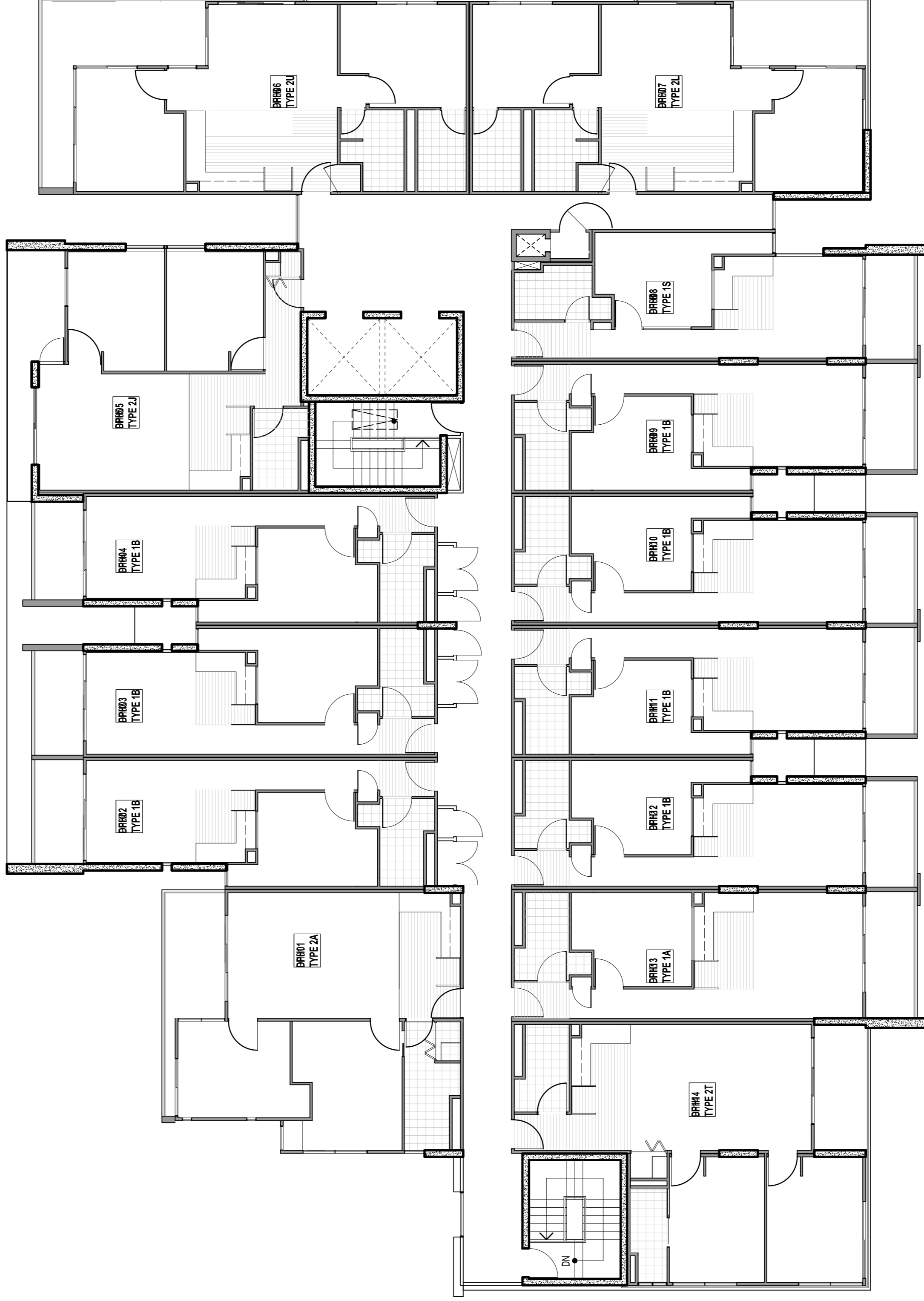
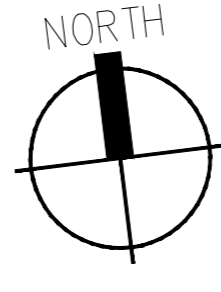
THE HUDSON - THIRD FLOOR



THE HUDSON - FOURTH FLOOR



THE HUDSON - FIFTH FLOOR



THE HUDSON - SIXTH FLOOR

SPECIFICATIONS – THE YORK - THE HUDSON BUILDING**GENERAL**

ROOF	Metal tray decking
EXTERNAL WALL	Aluminium panels and render
WINDOWS	Aluminium performance glass
WALLS BETWEEN UNITS	Fire and acoustically rated walls as required by the BCA
BALCONIES	Concrete tiles / metal angle balustrades/metal posts
PARKING	Secure basement car parking

COMMON AREA -FOYER/LOBBIES/CORRIDORS

WALLS/CEILINGS	Painted plasterboard
FLOORING	Ceramic tile/ carpet

BEDROOMS

WALLS/CEILINGS	Painted plasterboard
ROBES	Laminated shelf and hanging rail / painted sliding doors
FLOORING	Carpet

LIVING/DINING AREAS

WALLS / CEILINGS	Painted plasterboard
FLOORING	Carpet

KITCHEN

SINK	Stainless steel sink – single bowl / undermount
APPLIANCES	BOSCH appliances (stainless steel gas cooktop, electric oven, concealed range hood, dishwasher)
REFRIGERATOR	Space provision only
BENCHTOPS	Reconstituted stone
SPLASHBACK	Ceramic tiles

CUPBOARDS	Gloss laminate
FLOORING	Ceramic tiles
SHELVES	Laminate
TAPWARE	Chrome mixer

BATHROOM

FLOORING	Ceramic tiles
TOILET / BASIN	White vitreous china
SHOWER	Glass shower screen
SHOWER SHELF	Chrome
TAPS	Chrome mixer
VANITY CABINET	White gloss laminate with white vitreous china bowl
WALLS	Painted plasterboard Ceramic tiles to shower area
LIGHT	LED
SHAVING CABINET	Mirrored front with laminated frame

LAUNDRY

FLOORING	Ceramic tiles
APPLIANCES	Space provision only
TAPS	Hot and cold chrome taps

GENERAL

COMMON STAIRS	Unfinished concrete
LIFT	Access to all levels including car park
STUDY DESK	Laminate desk provided
ENTRY DOOR	Painted solid core door
INTERNAL DOORS	Painted flush panel doors
GLAZED DOORS	Sliding aluminium framed glass door
SKIRTINGS AND ARCHITRAVES	Painted MDF
DOOR FURNITURE	Lever handles Chrome finish
CORNICE	Square set to living and 75mm (plaster) standard cove to bedrooms and bathroom
AIR CONDITIONING	Wall mounted split system – reverse cycle heating and cooling to living room
HEATING	Electric panel heaters to all bedrooms
HOT WATER	Centralised gas system
GAS	Gas connection to kitchen cooktop
INTERCOM	Between building entry and apartment
WINDOW FURNISHINGS	Not included
LIGHTING	Selected LED down lights throughout except where stated
TV	One point to living room and all bedrooms
CABLE TV	One point to living room
TELEPHONE	One point to living room
DATA	One point to living room

MATERIALS AND FINISHES

MATERIAL	DESCRIPTION	LOCATION
Carpet	Light grey wool blend	Part entry corridor, Bedrooms and living
Tiles	Light grey floor tile 300 x 300	Bathroom & Laundry
	White wall tile 100 x 300	Bathroom , laundry, kitchen
Laminate	White gloss laminate	Kitchen, bathroom
Reconstituted stone	White	Kitchen
Paint finish	Natural white	Walls & ceiling
Paint finish	Natural white semi gloss	Doors , skirting and architraves

KITCHEN FIXTURES AND FITTINGS

ITEM	FINISH
Undermount sink	Stainless steel
Kitchen mixer	Chrome
60cm oven	Stainless steel
4 burner gas cook top	Stainless steel
Range Hood	Stainless steel
Dishwasher	Stainless steel

BATHROOM & ENSUITE FIXTURES AND FITTINGS

ITEM	FINISH
Wall basin	White vitreous china
Basin mixer	Chrome
Shower mixer	Chrome
Rectangular shower rose & shower arm	Chrome
Shower shelf	Chrome

Toilet suite	White vitreous china
Toilet roll holder	Chrome
Towel rail	Chrome
Robe hooks	Chrome

LIVING FIXTURES AND FITTINGS

ITEM	
Air conditioning to living area	Split system, condenser on balcony

OPTION

MATERIAL	DESCRIPTION	LOCATION
Bamboo flooring	Floor boards	Part entry / Kitchen

Schedule 3

BANK GUARANTEE CONDITIONS

Any bank guarantee provided by the Purchaser must comply with the following conditions:

- (a) The bank guarantee must be drawn in favour of, the Vendor's Legal Practitioner, **Tan Partners** (ABN 35 965 014 203) of Studio 3A, 103 Lonsdale Street, Melbourne, 3000.
- (b) The bank guarantee must:
 - (i) be an irrevocable and unconditional undertaking;
 - (ii) not have an expiry date (or if the Bank requires the Bank Guarantee to have an expiry date, that expiry date must not be earlier than the date that is 66 months from the Day of Sale);
 - (iii) be issued by one of the following Banks:
 - (A) ANZ Banking Group;
 - (B) Commonwealth Bank of Australia;
 - (C) Westpac Banking Corporation; or
 - (D) National Australia Bank,
 - (iv) be capable of being drawn against at an office of the Bank in Melbourne;
 - (v) not require any other documentation other than presentation of the bank guarantee itself in order to enforce the bank guarantee; and
 - (vi) otherwise be on terms and conditions acceptable to the Vendor in its sole discretion.

This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document incorporates the requirements in section 32 of the *Sale of Land Act 1962* as at 1 October 2014.

Vendor Statement

Instructions for completing this document

Words in *italics* are generally for instruction or information only.

Where marked "+" below, the authority of a person signing under a power of attorney, as a director of a corporation or as an agent authorized in writing must be added in the vendor or purchaser's name or signature box. A corporation's ACN or ABN should also be included

Delete as appropriate wherever an asterisk (*) appears. "Nil" may be written in any of the rectangular boxes if appropriate.

Additional information may be added to section 13 where there is insufficient space.

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

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

Land

Each lot on unregistered plan of subdivision PS728974W (stage 2), each being part of the land currently comprised in certificate of title volume 11172 folio 971

+ Vendor's name

DSI Nominees (Vic) Pty Ltd (ACN 600 236 253) (as bare trustee for Duggan Street Investments Pty Ltd (ACN 096 473 791) and R Project 14 Pty Ltd (ACN 164 969 528) (as trustee for R Project 14 Trust))

Date
26 / 02 / 15

+ Vendor's signature

Tom Partners

As solicitors and agent for the Vendor

+ Purchaser's name

Date
/ /

+ Purchaser's signature

+ Purchaser's name

Date
/ /

+ Purchaser's signature

Important information

Legal practitioners using this document should check for any subsequent changes in the law. The Law Institute of Victoria, its contractors and agents are not liable in any way, including, without limitation, in negligence, for the use to which this document may be put, for any errors or omissions in the precedent document, or any other changes in the law or understanding of the law, arising from any legislative instruments or the decision of any court or tribunal, whether before or after this precedent was prepared, first published, sold or used.

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1. FINANCIAL MATTERS

1.1 As at the date of this statement, the purchaser acknowledges:

- (a) the property is not yet separately rated and the rates specified in the Title Documents are for all of the land contained in plan of subdivision PS728831V. As a result of the subdivision of the land there will be a supplemental valuation for rating purposes that will in due course result in separate rates and (where applicable) land tax assessments being assessed and issued for the land. The interim arrangement concerning the payment of rates and other outgoings is set out in the contract of sale;
- (b) as a result the vendor is not able to accurately determine the rates, taxes, charges and other outgoings that will be paid by the purchaser from settlement, however estimates the quantum of any rates, taxes, charges, owners corporation fees and other similar outgoings affecting the property (any interest payable on any part of them) at settlement will not exceed \$7,500 per annum; and
- (c) there are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in items 1.1(a) or (b) above, other than any amounts described in the contract of sale, this statement or any amounts disclosed in the Title Documents.

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

Not applicable

1.3 **Terms Contract**

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not applicable

1.4 **Sale Subject to Mortgage**

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not applicable

2. INSURANCE

2.1 **Damage and Destruction**

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

Not applicable

2.2 **Owner-Builder**

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

Not applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): -

Is in the attached copies of the Title Documents.

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

Other than set out in the Title Documents, the Vendor is not aware of any existing failures to comply with an easement, covenant or other similar restriction

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

Are contained in the attached Title Documents

4.2 Agricultural Chemicals

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

Not applicable

4.3 Compulsory Acquisition

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

Not applicable

5. BUILDING PERMITS

5.1 Particulars of any building permit issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land):

Are contained in the attached Title Documents

6. OWNERS CORPORATION

- 6.1 The purchaser acknowledges that an owners corporation will be established on or after registration of plan of subdivision PS728974W and the purchaser will become a member of that owners corporation. The vendor refers the purchaser to the plan of subdivision.
- 6.2 It is not reasonably practicable for the vendor to estimate the annual fees, liabilities and expenditure of the owners corporation that will be formed upon registration of plan of subdivision PS728974W. However, the vendor's estimate of outgoings in section 6 of this statement includes an allowance for owners corporation fees.

7. SERVICES

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

Electricity supply Gas supply Water supply Sewerage Telephone services

Services will be available but not connected to the property on or before settlement. Connection will be the responsibility of the purchaser.

The purchaser should check with the appropriate authority as to the cost of connecting essential services not connected to the property as such costs are the sole responsibility of the purchaser.

The purchaser shall make no objection or requisition and not make any claim for compensation nor rescind or terminate the contract to which this vendor's statement applies nor delay or postpone settlement as a result of any or all of the services being available but not connected to the property

8. TITLE

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

9. SUBDIVISION

9.1 Unregistered Subdivision

This section 9.1 only applies if the land is subject to a subdivision which is not registered.

- (a) Attached is a copy of the latest version of the plan. The purchaser acknowledges that as at the date of this statement the plan of subdivision has not yet been certified.

9.2 Staged Subdivision

This section 9.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

- (a) Attached are copies of all stages of the plan currently intended to be registered by the vendor as at the date of this statement.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with are as follows:

As at the date of this statement, a statement of compliance is yet to be issued.

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

The vendor intends to develop two further stages and is referred to the copies of unregistered plan of subdivision PS728974W attached to this statement. Additionally, purchaser is referred to special conditions 9.4, 9.9 and 12.11 of the contract of sale regarding the plan and stages.

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

As at the date of this statement a permit under the Planning and Environment Act 1987 authorising the staged subdivision is yet to be issued.

9.3 Further Plan of Subdivision

This section 9.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

The purchaser is referred to point 9.2 above.

10. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

11. ATTACHMENTS

Attached are copies of the following documents concerning the title –

- 11.1 Copy of unregistered plan of subdivision PS728974W (stage 1)
- 11.2 Copy of unregistered plan of subdivision PS728974W (stage 2)
- 11.3 Copy of unregistered plan of subdivision PS728974W (stage 3)
- 11.4 Copy of unregistered plan of subdivision PS728974W (stage 4)
- 11.5 A copy of the Register Search Statement for certificate of title volume 11172 folio 971
- 11.6 Copy of plan of subdivision PS606542K
- 11.7 Caveat AL568644R
- 11.8 Section 173 agreement (AC999864Y) dated 19 July 2004
- 11.9 Draft replacement section 173 agreement between the vendor and Moreland City Council
- 11.10 Planning certificate
- 11.11 Planning permit no. MPS/2010/984 issued by the Moreland City Council on 9 January 2012
- 11.12 Letter from Moreland City Council dated 28 November 2013
- 11.13 Land information certificate
- 11.14 Land tax certificate
- 11.15 Growth areas infrastructure certificate
- 11.16 Water information certificate
- 11.17 Yarra Valley Water asset plan
- 11.18 Augmentation agreement between CitiPower Pty and Duggan Street Investments Pty Ltd dated 12 December 2015
- 11.19 Building approval certificate (Building regulation 326(1))
- 11.20 Building approval certificate (Building regulation 326(2))
- 11.21 Catchment & land protection certificate
- 11.22 VicRoads certificate
- 11.23 Extract of Priority Sites Register
- 11.24 Melbourne Water flood level certificate
- 11.25 Draft owners corporation special rules
- 11.26 Owners corporation information
- 11.27 Statement of environmental audit issued by Golders Associates dated 31 May 2010
- 11.28 Letter from Foreign Investment Review Board dated 3 February 2015
- 11.29 Due diligence checklist,

(together **Title Documents**)

PLAN OF SUBDIVISION	Stage No. 1	LRS USE ONLY EDITION	Plan Number PS 728974W
----------------------------	-----------------------	--------------------------------	----------------------------------

LOCATION OF LAND

Parish : JIKA JIKA
City of Brunswick

Section : A

Crown Allotment : 48(PART), 49(PART) & 49A(PART)

Crown Portion : -

Title Reference : VOL. 11172 FOL. 971

Last Plan Reference : PS606542K, Lot S2

Postal Address : 8-12 OLIVE YORK WAY
(at time of subdivision) BRUNSWICK WEST VIC 3055

MGA Co-ordinates E 318 523 ZONE : 55
(of approx. centre of land in plan) N 5 818 898

COUNCIL CERTIFICATION

COUNCIL NAME : MORELAND CITY COUNCIL REF :

- THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988
- THIS PLAN IS CERTIFIED UNDER SECT. 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.

PUBLIC 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

(iv) THE REQUIREMENT HAS BEEN SATISFIED FOR

COUNCIL DELEGATE signature print name

COUNCIL SEAL

DATE : / /

THIS PLAN IS RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988.

COUNCIL DELEGATE signature print name

COUNCIL SEAL

DATE : / /

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

NOTATIONS

ALL INTERNAL SERVICE DUCTS, PIPE SHAFTS AND COLUMNS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No.1. NOTE THAT THE POSITIONS OF THESE DUCTS, SHAFTS AND COLUMNS HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS.
SEE OWNERS CORPORATION SEARCH REPORT(S) FOR DETAILS.

DISCLAIMER:
WARNING: THIS PLAN IS UNREGISTERED AT LAND REGISTRY AND HAS BEEN PREPARED FROM ARCHITECTURAL DRAWINGS ENDORSED AS PART OF PLANNING PERMIT ISSUED BY COUNCIL.

THIS PLAN MAY BE SUBJECT TO THE FOLLOWING ALTERATIONS:
i) THOSE REQUESTED BY COUNCIL AND/OR STATUTORY AUTHORITIES;
ii) THOSE ONCE THE BUILDINGS HAVE BEEN CONSTRUCTED;
iii) THOSE REQUESTED BY LAND REGISTRY PRIOR TO REGISTRATION OF THE PLAN.
CHARTER KECK CRAMER ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR ANY LOSS OR DAMAGE SUFFERED HOWSOEVER ARISING TO ANY PERSON OR CORPORATION WHO MAY USE OR RELY UPON THIS PLAN FOR ANY OTHER REASON.
THIS PLAN MUST NOT BE REPRODUCED EXCEPT:
a) FROM THE ELECTRONIC VERSION OR COPY HELD BY CHARTER KECK CRAMER, AND
b) UNLESS THE REPRODUCTION INCLUDES THIS NOTE.

Staging : THIS IS A STAGED SUBDIVISION
PLANNING PERMIT No. -

DEPTH LIMITATION: 15.24 METERS BELOW THE SURFACE

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.
LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:

MEDIAN: BOUNDARIES MARKED 'M'
INTERIOR FACE: ALL OTHER BOUNDARIES

COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT LOTS CG01-CG15, C101-C116, C201-C216, CPH01-CPH09, S2, COMMON PROPERTY No.2 AND INCLUDES THE STRUCTURE OF THOSE WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES.

CP1 DENOTES COMMON PROPERTY No.1
CP2 DENOTES COMMON PROPERTY No.2
B DENOTES BALCONY
CY DENOTES COURTYARD

THIS IS A SPEAR PLAN

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

EASEMENT INFORMATION				
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)				
SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL OF THE LAND IN THIS PLAN				
EASEMENT REFERENCE	PURPOSE	WIDTH (Metres)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	CARRIAGEWAY	9.61	PS606542K	LOT 3 ON PS606542K

LRS USE ONLY

STATEMENT OF COMPLIANCE / EXEMPTION STATEMENT

RECEIVED

DATE / /

LRS USE ONLY

PLAN REGISTERED

TIME

DATE / /

.....

ASSISTANT REGISTRAR OF TITLES

SHEET 1 OF 15 SHEETS

CHARTER.
KECK CRAMER

Level 19/8 Exhibition Street, Melbourne Victoria 3000
Telephone 03 8102 8888 www.charterkc.com.au

LICENSED SURVEYOR (PRINT) KEVIN J. BARGE

SIGNATURE DIGITALLY SIGNED DATE / /

REF. J023976 VERSION 2 19/08/14

DATE / /

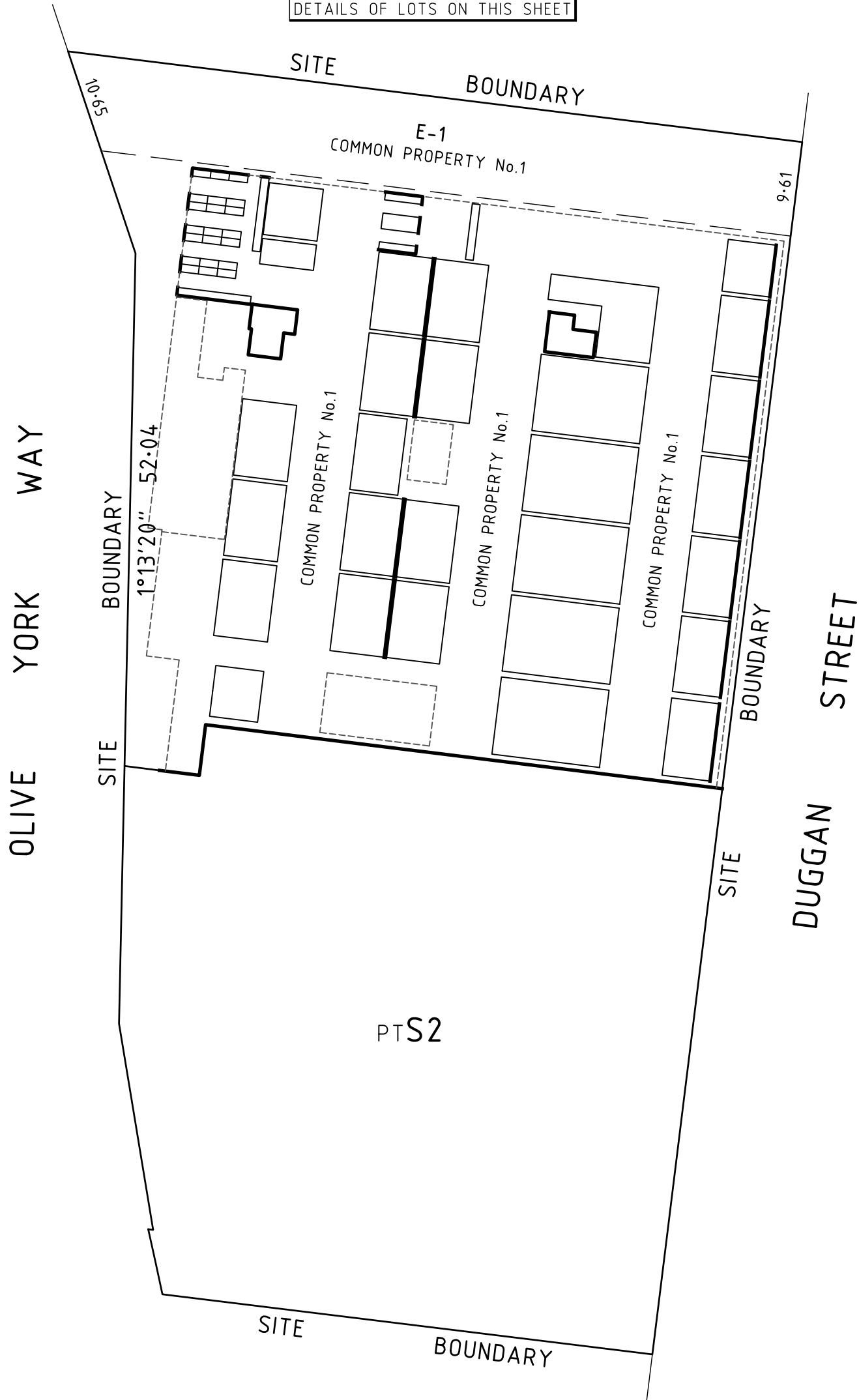
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

DIAGRAM 1
BASEMENT LEVEL

SEE SHEETS 3&4 FOR FURTHER
DETAILS OF LOTS ON THIS SHEET

MGA94 ZONE 55



PTS2

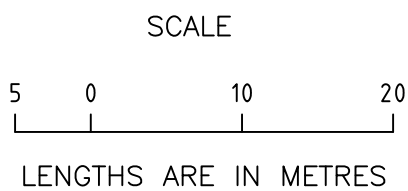
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KECK CRAMER

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SHEET 2 OF 15 SHEETS

ORIGINAL
SCALE
1:500

SHEET
SIZE
A3



LICENSED SURVEYOR (PRINT) KEVIN J. BARGE

SIGNATURE DIGITALLY SIGNED DATE / /

REF. J023976 VERSION 2

.....

DATE / /

COUNCIL DELEGATE SIGNATURE

DIAGRAM 2

BASEMENT LEVEL - NORTH

PLAN OF SUBDIVISION

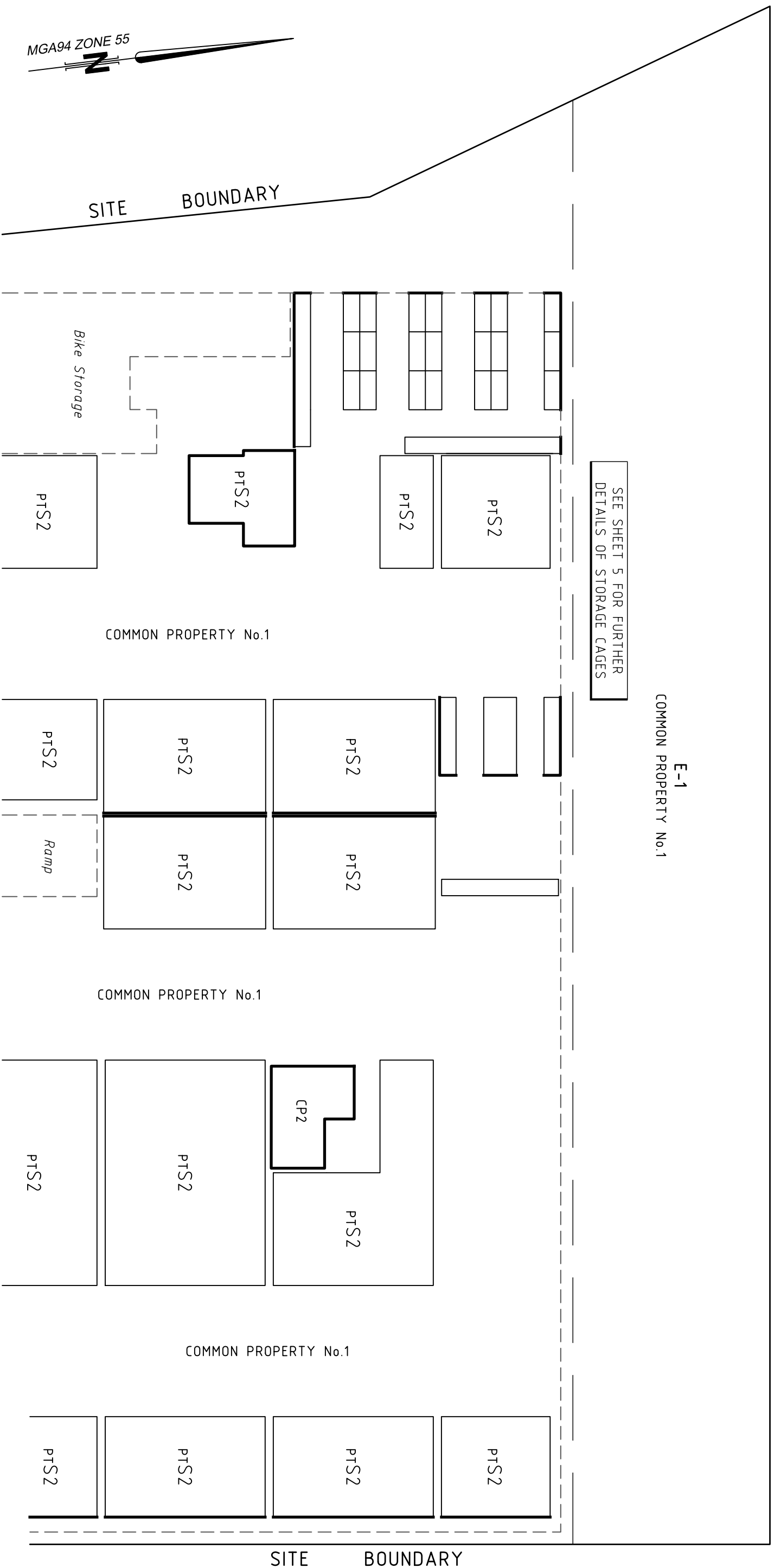
Stage No.

1

Plan Number

PS 728974W

SITE BOUNDARY



E-1
COMMON PROPERTY No.1

SEE SHEET 5 FOR FURTHER
DETAILS OF STORAGE CAGES

SEE SHEET 4

SHEET 3 OF 15 SHEETS

CHARTER.

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ORIGINAL

SCALE 1:200
SHEET SIZE A3

SCALE

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) **KEVIN J. BARGE**

SIGNATURE DIGITALLY SIGNED

REF. J023976 VERSION 2

DATE / /
COUNCIL DELEGATE SIGNATURE

DIAGRAM 3

BASEMENT LEVEL - SOUTH

PLAN OF SUBDIVISION

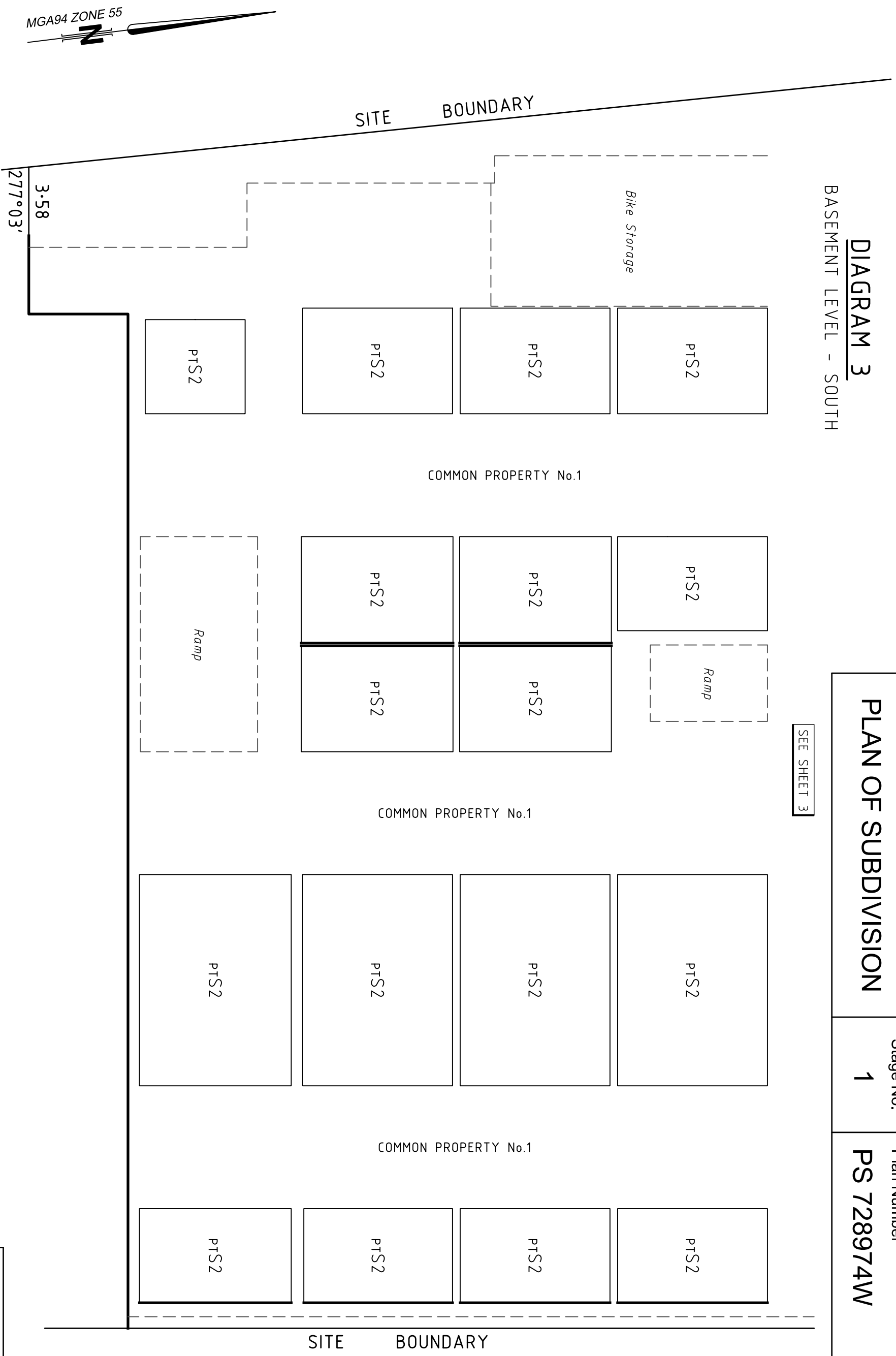
Stage No.

1

Plan Number

PS 728974W

SEE SHEET 3



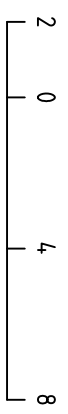
CHARTER.
KECK CRAMER
 Level 19/8 Exhibition Street, Melbourne Victoria 3000
 Telephone 03 8102 8888 www.charterkc.com.au

ORIGINAL

SCALE SHEET SIZE

1:200 A3

SCALE



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) **KEVIN J. BARGE**

SIGNATURE DIGITALLY SIGNED

REF. J023976 VERSION 2

SHEET 4 OF 15 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

DIAGRAM 4

BASEMENT LEVEL - STORAGE CAGES

PLAN OF SUBDIVISION

Stage No.

1

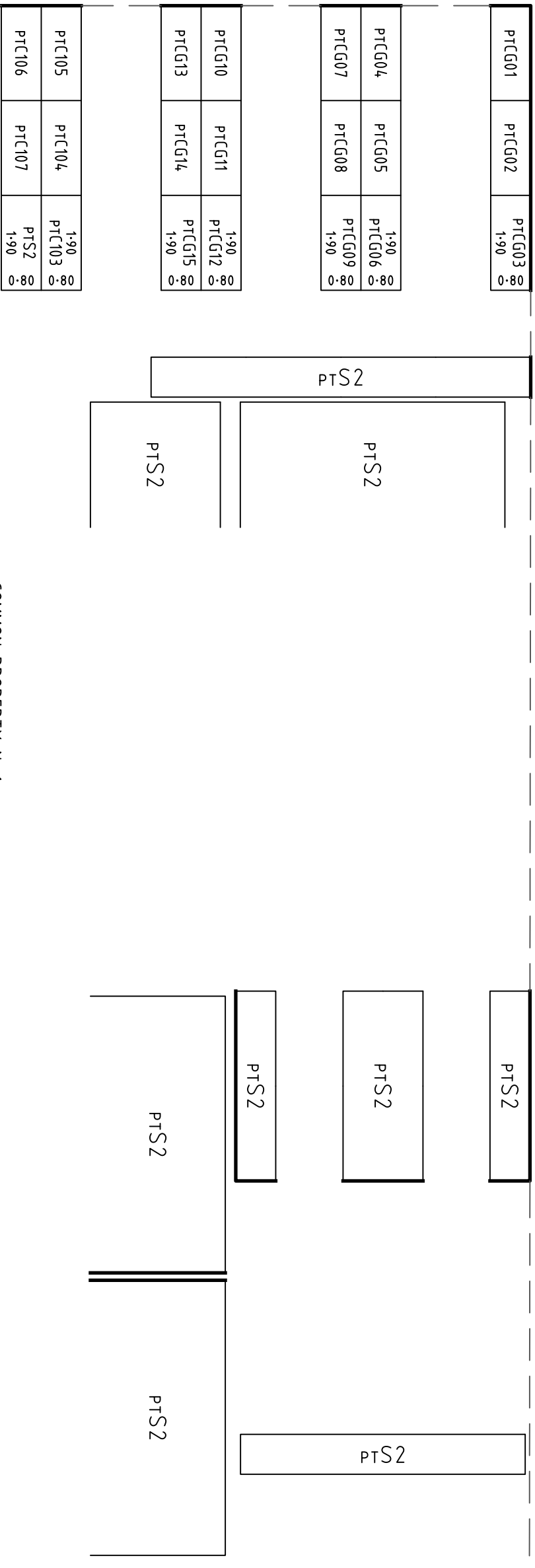
Plan Number

PS 728974W



SITE

BOUNDARY



COMMON PROPERTY No.1

COMMON PROPERTY No.1

SHEET 5 OF 15 SHEETS

CHARTER.

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ORIGINAL

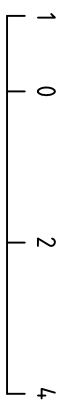
SCALE

1:100

SHEET SIZE

A3

SCALE



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)

KEVIN J. BARGE

SIGNATURE DIGITALLY SIGNED

DATE / /

REF. J023976

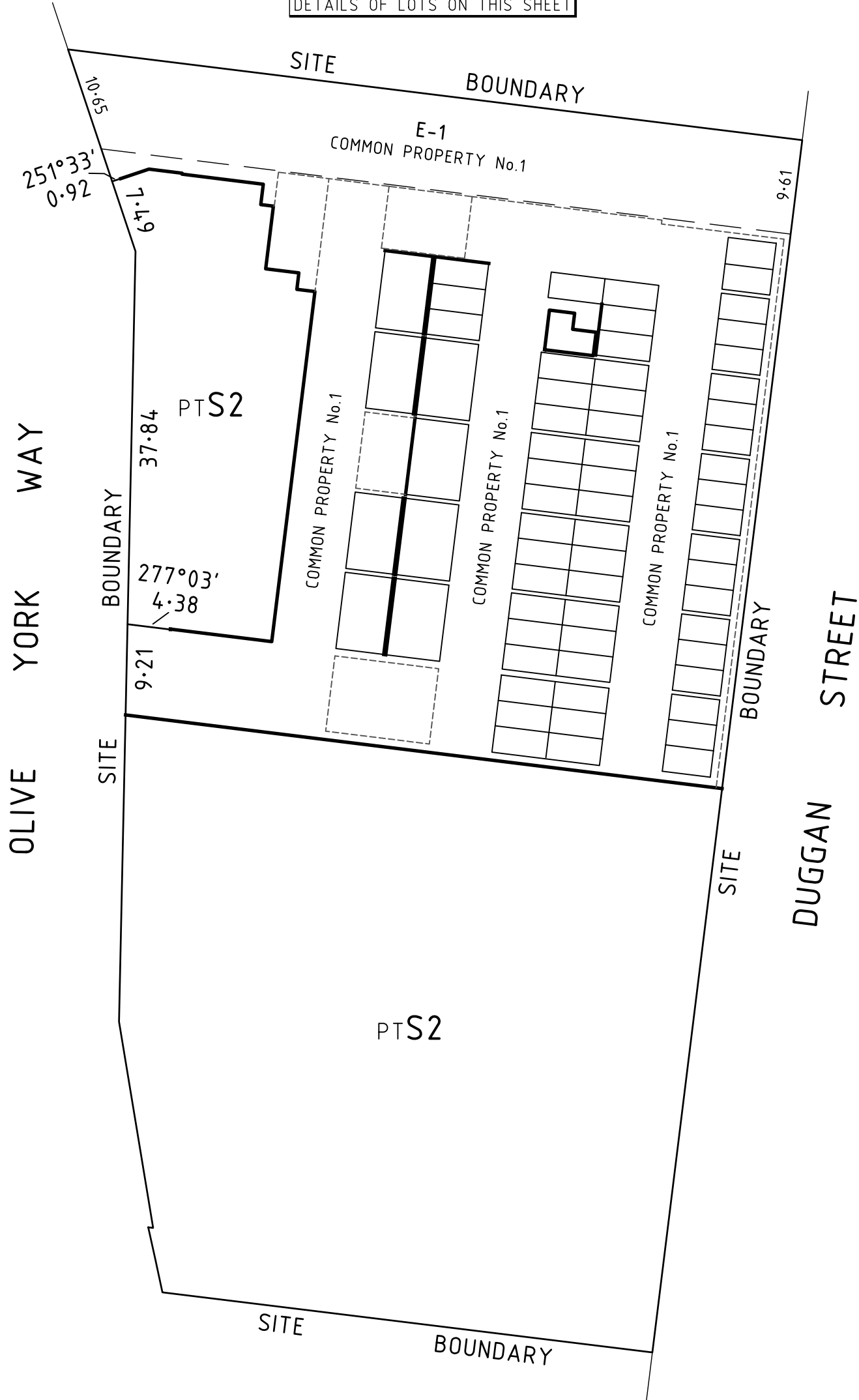
VERSION 2

DATE / /

COUNCIL DELEGATE SIGNATURE

DIAGRAM 5
LOWER GROUND LEVEL

SEE SHEET 7 FOR FURTHER
DETAILS OF LOTS ON THIS SHEET



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SHEET 6 OF 15 SHEETS

ORIGINAL
SCALE
1:500

SHEET
SIZE
A3

SCALE
5 0 10 20
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) KEVIN J. BARGE
SIGNATURE DIGITALLY SIGNED DATE / /
REF. J023976 VERSION 2

DATE / /
COUNCIL DELEGATE SIGNATURE

DIAGRAM 6
LOWER GROUND LEVEL



PTS2

COMMON PROPERTY No.1

COMMON PROPERTY No.1

COMMON PROPERTY No.1

BOUNDARY
SITE



PTS2

CHARTER.
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ORIGINAL
SCALE
1:200

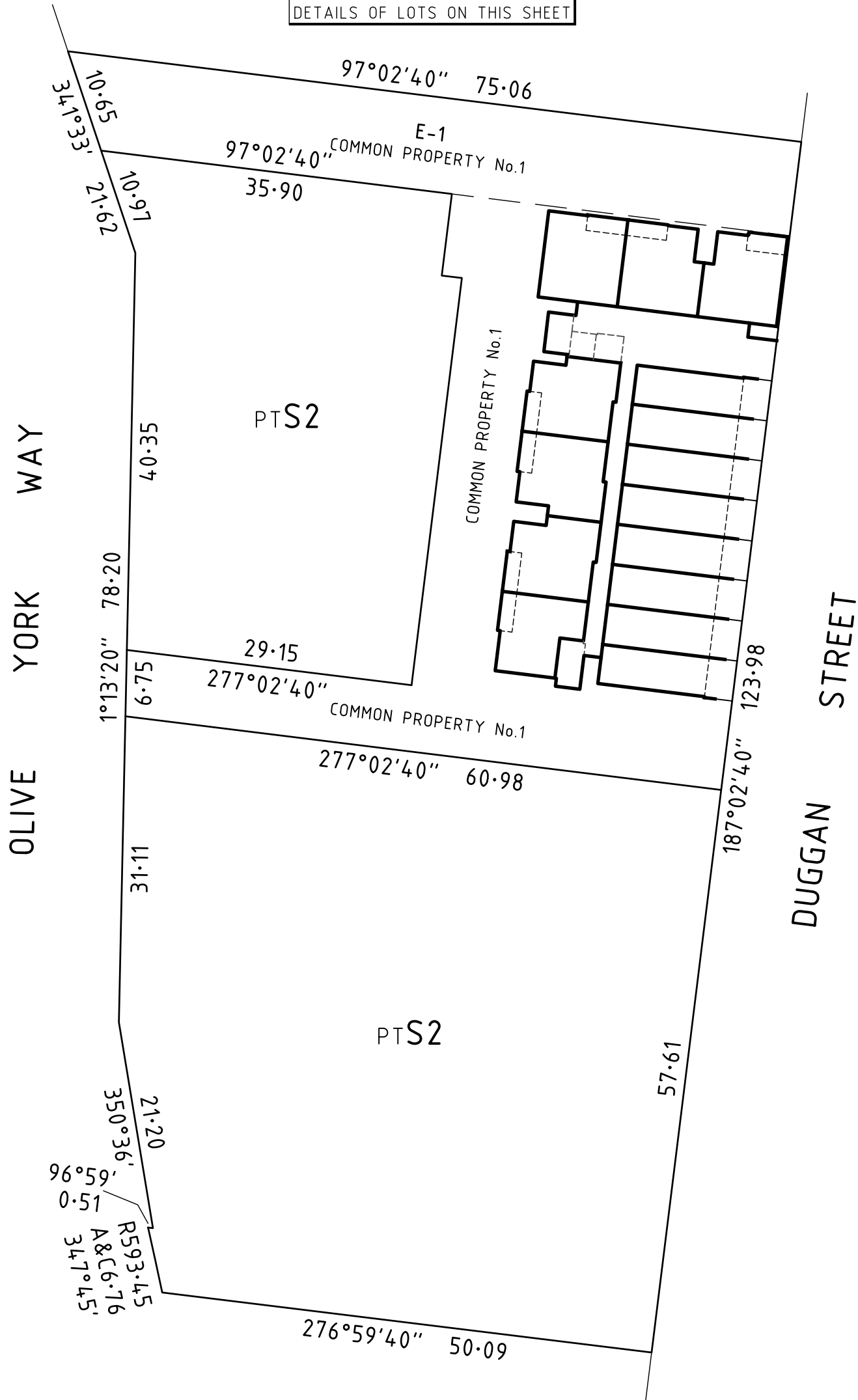
SCALE
2 0 4 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) KEVIN J. BARGE
SIGNATURE DIGITALLY SIGNED DATE / /
REF. J023976 VERSION 2

SHEET 7 OF 15 SHEETS
DATE / /
COUNCIL DELEGATE SIGNATURE

DIAGRAM 7
SITE BOUNDARIES

SEE SHEET 9 FOR FURTHER
DETAILS OF LOTS ON THIS SHEET



CHARTER.
KECK CRAMER

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SHEET 8 OF 15 SHEETS

ORIGINAL
SCALE SHEET SIZE
1:500 A3

SCALE
5 0 10 20
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) KEVIN J. BARGE
SIGNATURE DIGITALLY SIGNED DATE / /
REF. J023976 VERSION 2

DATE / /
COUNCIL DELEGATE SIGNATURE

DIAGRAM 8

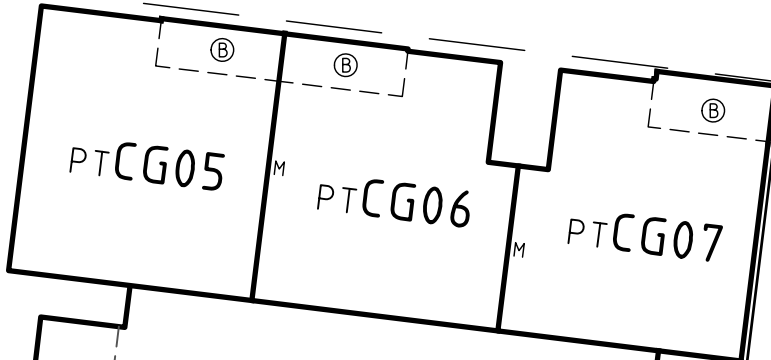
GROUND LEVEL & GROUND STOREY

97°02'40"

E-1
COMMON PROPERTY No.1

97°02'40"

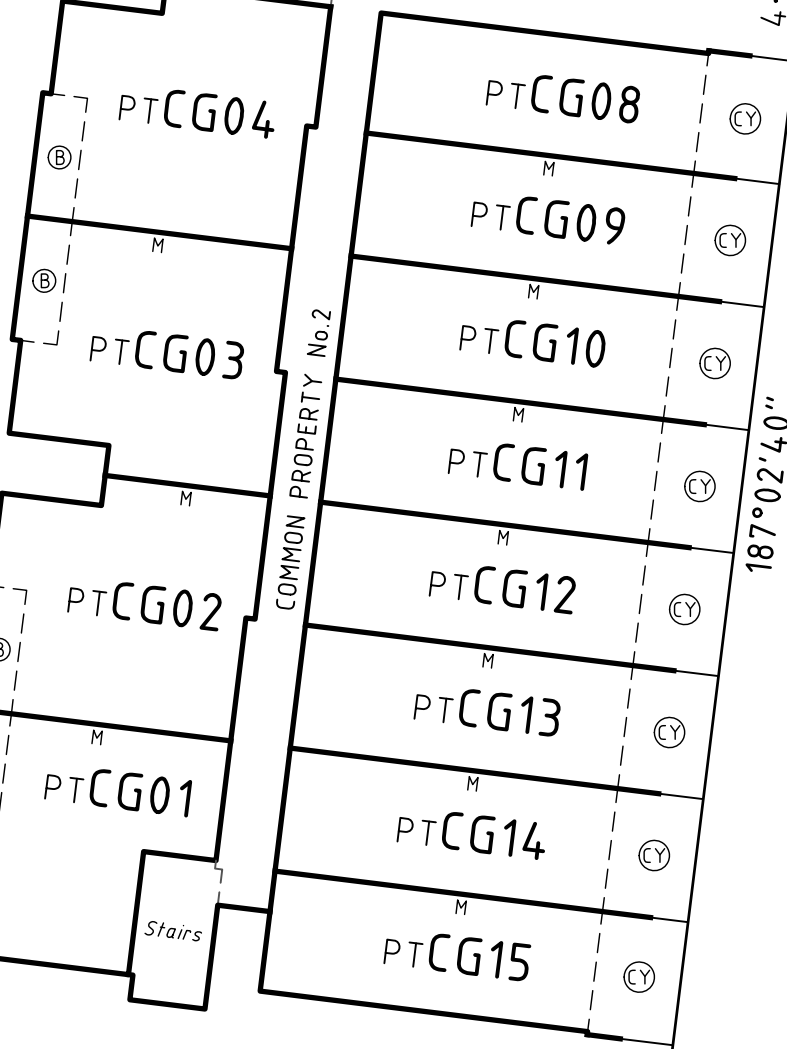
8.36
187°03'
2.07
97°01'



COMMON PROPERTY No.2

PTS2

41.69
187°02'40"



COMMON PROPERTY No.2

187°02'40"

DUGGAN STREET

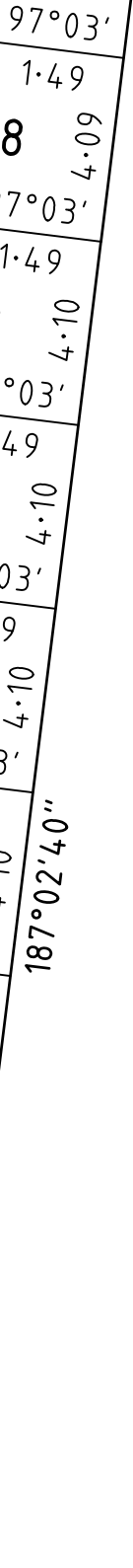
277°02'40"

COMMON PROPERTY No.1

277°02'40"

PTS2

9.10



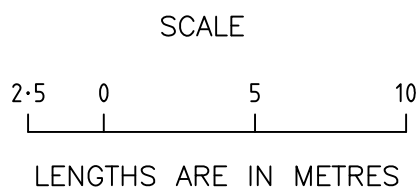
CHARTER.
KECK CRAMER

Level 19/8 Exhibition Street, Melbourne Victoria 3000
Telephone 03 8102 8888 www.charterkc.com.au

ENLARGEMENT
Not to Scale

SHEET 9 OF 15 SHEETS

ORIGINAL
SCALE SHEET SIZE
1:250 A3



LICENSED SURVEYOR (PRINT) KEVIN J. BARGE
SIGNATURE DIGITALLY SIGNED DATE / /
REF. J023976 VERSION 2

DATE / /
COUNCIL DELEGATE SIGNATURE

DIAGRAM 9
LEVEL 1

SITE BOUNDARY

E-1
COMMON PROPERTY No.1

97°02'40"

8.36
187°03'
2.07
97°01'

9.61

PTC105

PTC106

PTC107

COMMON PROPERTY No.2

Stairs
Lift Services

PTC108

PTC109

PTC104

PTC110

PTS2

COMMON PROPERTY No.1

PTC103

PTC111

41.69
187°02'40"

COMMON PROPERTY No.2

PTC112

PTC102

PTC113

PTC101

PTC114

PTC115

PTC116

BOUNDARY

DUGGAN STREET

SITE BOUNDARY

COMMON PROPERTY No.1

277°02'40"

PTS2

277°02'40"

MGA94 ZONE 55



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SHEET 10 OF 15 SHEETS

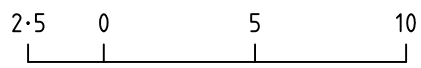
ORIGINAL

SCALE

LICENSED SURVEYOR (PRINT)

KEVIN J. BARGE

SCALE SHEET SIZE



SIGNATURE DIGITALLY SIGNED.....

DATE / /

1:250 A3

LENGTHS ARE IN METRES

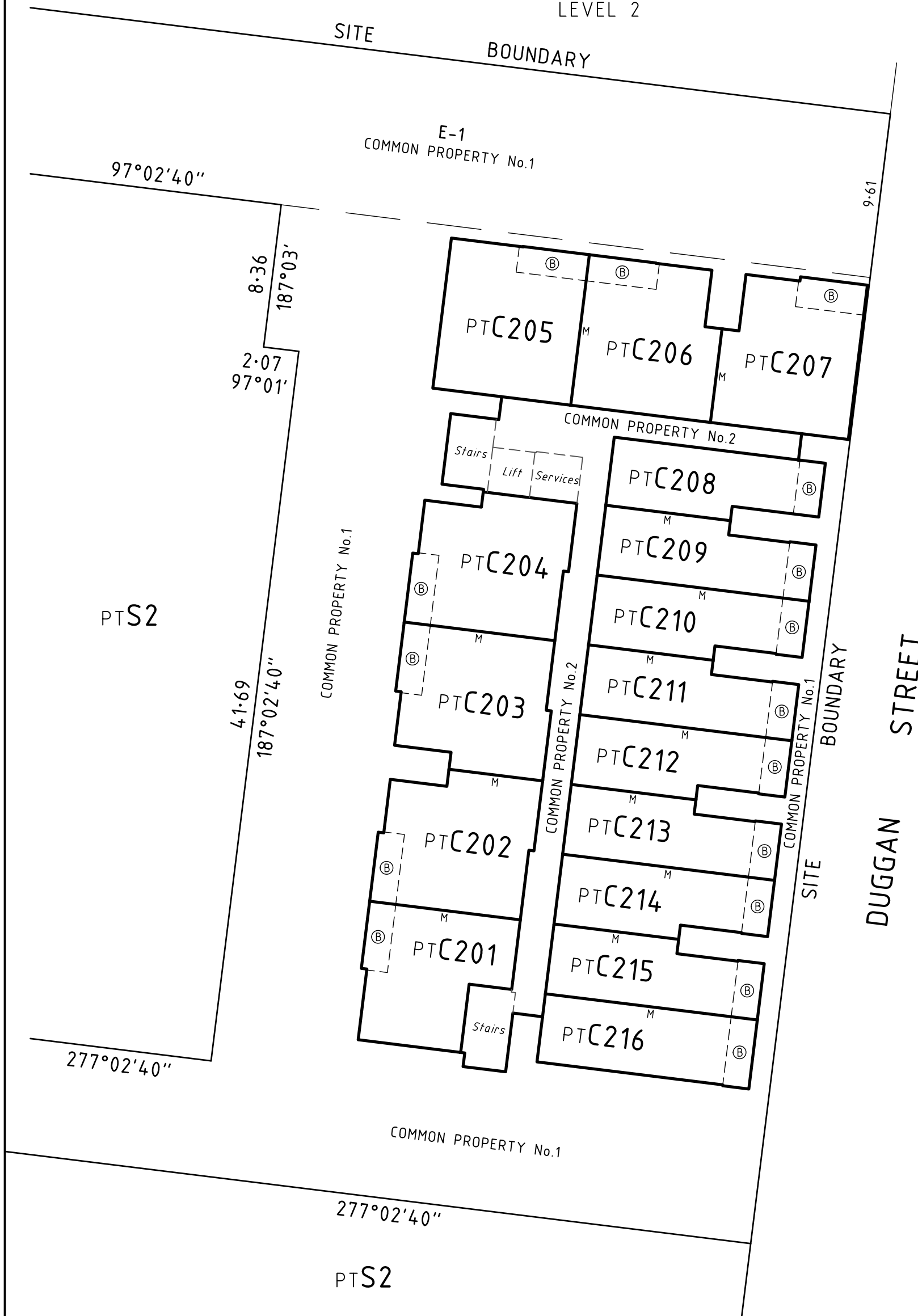
REF. J023976

VERSION 2

DATE / /

COUNCIL DELEGATE SIGNATURE

DIAGRAM 10
LEVEL 2

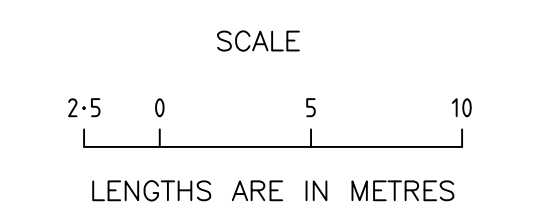


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SHEET 11 OF 15 SHEETS

ORIGINAL
SCALE
1:250



LICENSED SURVEYOR (PRINT) KEVIN J. BARGE
SIGNATURE DIGITALLY SIGNED DATE / /
REF. J023976 VERSION 2

.....
DATE / /
COUNCIL DELEGATE SIGNATURE

DIAGRAM 11
LEVEL 3

SITE BOUNDARY

E-1
COMMON PROPERTY No.1

97°02'40"

9.61

PTS2

41.69

187°02'40"

COMMON PROPERTY No.1

PT
CPH05

PT
CPH06

Stairs
Lift
Services

PT
CPH04

PT
CPH07

PT
CPH03

PT
CPH08

PT
CPH02

PT
CPH01

PT
CPH09

COMMON PROPERTY No.1

BOUNDARY

DUGGAN STREET

SITE

DUGGAN STREET

277°02'40"

COMMON PROPERTY No.1

277°02'40"

PTS2

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SHEET 12 OF 15 SHEETS

ORIGINAL

SCALE

LICENSED SURVEYOR (PRINT)

KEVIN J. BARGE

SCALE SHEET SIZE

2.5 0 5 10

SIGNATURE DIGITALLY SIGNED.....

DATE / /

DATE / /

1:250 A3

LENGTHS ARE IN METRES

REF. J023976

VERSION 2

COUNCIL DELEGATE SIGNATURE

MGA94 ZONE 55



DIAGRAM 12
LEVEL 4 & ABOVE

MGA94 ZONE 55



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SHEET 13 OF 15 SHEETS

ORIGINAL	SCALE
SCALE	SHEET SIZE
1:500	A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) KEVIN J. BARGE
 SIGNATURE DIGITALLY SIGNED DATE / /
 REF. J023976 VERSION 2

.....
 DATE / /
 COUNCIL DELEGATE SIGNATURE

OWNERS CORPORATION SCHEDULE	Stage No. 1	Plan Number PS 728974W
------------------------------------	-----------------------	----------------------------------


Owners Corporation No.1 *Plan No. PS 728974W*

Land affected by Owners Corporation: CG01–CG15, C101–C116, C201–C216, CPH01–CPH09, S2 AND COMMON PROPERTY NO.1

Limitations of Owners Corporation: UNLIMITED

Notations:

Lot			Entitlement			and			Lot			Liability		
Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
CG01	140	140	C201	140	140									
CG02	140	140	C202	140	140									
CG03	140	140	C203	140	140									
CG04	140	140	C204	140	140									
CG05	160	160	C205	160	160									
CG06	140	140	C206	140	140									
CG07	140	140	C207	140	140									
CG08	100	100	C208	100	100									
CG09	100	100	C209	100	100									
CG10	100	100	C210	100	100									
CG11	100	100	C211	100	100									
CG12	100	100	C212	100	100									
CG13	100	100	C213	100	100									
CG14	100	100	C214	100	100									
CG15	100	100	C215	100	100									
			C216	100	100									
C101	140	140												
C102	140	140	CPH01	140	140									
C103	140	140	CPH02	140	140									
C104	140	140	CPH03	140	140									
C105	160	160	CPH04	140	140									
C106	140	140	CPH05	160	160									
C107	140	140	CPH06	140	140									
C108	100	100	CPH07	160	160									
C109	100	100	CPH08	160	160									
C110	100	100	CPH09	160	160									
C111	100	100												
C112	100	100	S2	30420	10									
C113	100	100												
C114	100	100												
C115	100	100												
C116	100	100												
Total				37360	6950									

 Level 19/8 Exhibition Street, Melbourne Victoria 3000 Telephone 03 8102 8888 www.charterkc.com.au	LICENSED SURVEYOR (PRINT) <u>KEVIN J. BARGE</u>	SHEET 14 OF 15 SHEETS
	SIGNATURE DIGITALLY SIGNED DATE / /	DATE / /
	REF. J023976	COUNCIL DELEGATE SIGNATURE
	VERSION 2	ORIGINAL SHEET SIZE A3

OWNERS CORPORATION SCHEDULE	Stage No. 1	Plan Number PS 728974W
------------------------------------	-----------------------	----------------------------------

Owners Corporation No.2 *Plan No. PS 728974W*


Land affected by Owners Corporation: CG01–CG15, C101–C116, C201–C216, CPH01–CPH09 AND COMMON PROPERTY NO.2

Limitations of Owners Corporation: LIMITED TO COMMON PROPERTY

Notations:
 Only the members of Owners Corporation No.2 are entitled to use Common Property No.2

 Lots in the table below are also affected by Owners Corporation No.1.
 Certificate of title for Common Property No.2 is in the name of Owners Corporation No.1.

Lot Entitlement and Liability			Lot Entitlement and Liability			Lot Entitlement and Liability		
Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
CG01	140	140	C201	140	140			
CG02	140	140	C202	140	140			
CG03	140	140	C203	140	140			
CG04	140	140	C204	140	140			
CG05	160	160	C205	160	160			
CG06	140	140	C206	140	140			
CG07	140	140	C207	140	140			
CG08	100	100	C208	100	100			
CG09	100	100	C209	100	100			
CG10	100	100	C210	100	100			
CG11	100	100	C211	100	100			
CG12	100	100	C212	100	100			
CG13	100	100	C213	100	100			
CG14	100	100	C214	100	100			
CG15	100	100	C215	100	100			
			C216	100	100			
C101	140	140						
C102	140	140	CPH01	140	140			
C103	140	140	CPH02	140	140			
C104	140	140	CPH03	140	140			
C105	160	160	CPH04	140	140			
C106	140	140	CPH05	160	160			
C107	140	140	CPH06	140	140			
C108	100	100	CPH07	160	160			
C109	100	100	CPH08	160	160			
C110	100	100	CPH09	160	160			
C111	100	100						
C112	100	100						
C113	100	100						
C114	100	100						
C115	100	100						
C116	100	100						
Total				6940	6940			

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	SIGNATURE DIGITALLY SIGNED DATE / /	DATE / /
	REF. J023976	COUNCIL DELEGATE SIGNATURE
	VERSION 2	ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION	Stage No. 2	LRS USE ONLY EDITION	Plan Number PS 728974W
----------------------------	-----------------------	--------------------------------	----------------------------------

LOCATION OF LAND

Parish : JIKA JIKA
City of Brunswick

Section : A

Crown Allotment : 48(PART), 49(PART) & 49A(PART)

Crown Portion : -

Title Reference :

Last Plan Reference : P728974W, Lot S2

Postal Address : 8-12 OLIVE YORK WAY
(at time of subdivision) BRUNSWICK WEST VIC 3055

MGA Co-ordinates E 318 523 ZONE : 55
(of approx. centre of land in plan) N 5 818 898

COUNCIL CERTIFICATION

COUNCIL NAME : MORELAND CITY COUNCIL REF :

- THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988
- THIS PLAN IS CERTIFIED UNDER SECT. 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.

PUBLIC 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

(iv) THE REQUIREMENT HAS BEEN SATISFIED FOR

COUNCIL DELEGATE signature print name

COUNCIL SEAL

DATE : / /

THIS PLAN IS RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988.

COUNCIL DELEGATE signature print name

COUNCIL SEAL

DATE : / /

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

ALL INTERNAL SERVICE DUCTS, PIPE SHAFTS AND COLUMNS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No.1. NOTE THAT THE POSITIONS OF THESE DUCTS, SHAFTS AND COLUMNS HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS.
SEE OWNERS CORPORATION SEARCH REPORT(S) FOR DETAILS.

DISCLAIMER:
WARNING: THIS PLAN IS UNREGISTERED AT LAND REGISTRY AND HAS BEEN PREPARED FROM ARCHITECTURAL DRAWINGS ENDORSED AS PART OF PLANNING PERMIT ISSUED BY COUNCIL.

THIS PLAN MAY BE SUBJECT TO THE FOLLOWING ALTERATIONS:
i) THOSE REQUESTED BY COUNCIL AND/OR STATUTORY AUTHORITIES;
ii) THOSE ONCE THE BUILDINGS HAVE BEEN CONSTRUCTED;
iii) THOSE REQUESTED BY LAND REGISTRY PRIOR TO REGISTRATION OF THE PLAN.
CHARTER KECK CRAMER ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR ANY LOSS OR DAMAGE SUFFERED HOWSOEVER ARISING TO ANY PERSON OR CORPORATION WHO MAY USE OR RELY UPON THIS PLAN FOR ANY OTHER REASON.
THIS PLAN MUST NOT BE REPRODUCED EXCEPT:
a) FROM THE ELECTRONIC VERSION OR COPY HELD BY CHARTER KECK CRAMER, AND
b) UNLESS THE REPRODUCTION INCLUDES THIS NOTE.

NOTATIONS

Staging : THIS IS A STAGED SUBDIVISION
PLANNING PERMIT No. -

DEPTH LIMITATION: 15.24 METRES BELOW THE SURFACE

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.
LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:

MEDIAN: BOUNDARIES MARKED 'M'
INTERIOR FACE: ALL OTHER BOUNDARIES

COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT LOTS CG01-CG15, C101-C116, C201-C216, CPH01-CPH09, S2, COMMON PROPERTY No.2 AND INCLUDES THE STRUCTURE OF THOSE WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES.

CP1 DENOTES COMMON PROPERTY No.1
CP2 DENOTES COMMON PROPERTY No.2
B DENOTES BALCONY
CY DENOTES COURTYARD

THIS IS A SPEAR PLAN

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

EASEMENT INFORMATION				
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)				
SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL OF THE LAND IN THIS PLAN				
EASEMENT REFERENCE	PURPOSE	WIDTH (Metres)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	CARRIAGEWAY	9.61	PS606542K	LOT 3 ON PS606542K

LRS USE ONLY

STATEMENT OF COMPLIANCE / EXEMPTION STATEMENT

RECEIVED

DATE / /

LRS USE ONLY

PLAN REGISTERED

TIME

DATE / /

.....

ASSISTANT REGISTRAR OF TITLES

SHEET 1 OF 19 SHEETS

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LICENSED SURVEYOR (PRINT) **KEVIN J. BARGE**

SIGNATURE DIGITALLY SIGNED DATE / /

REF. J023976 VERSION 4 4/12/14

DATE / /

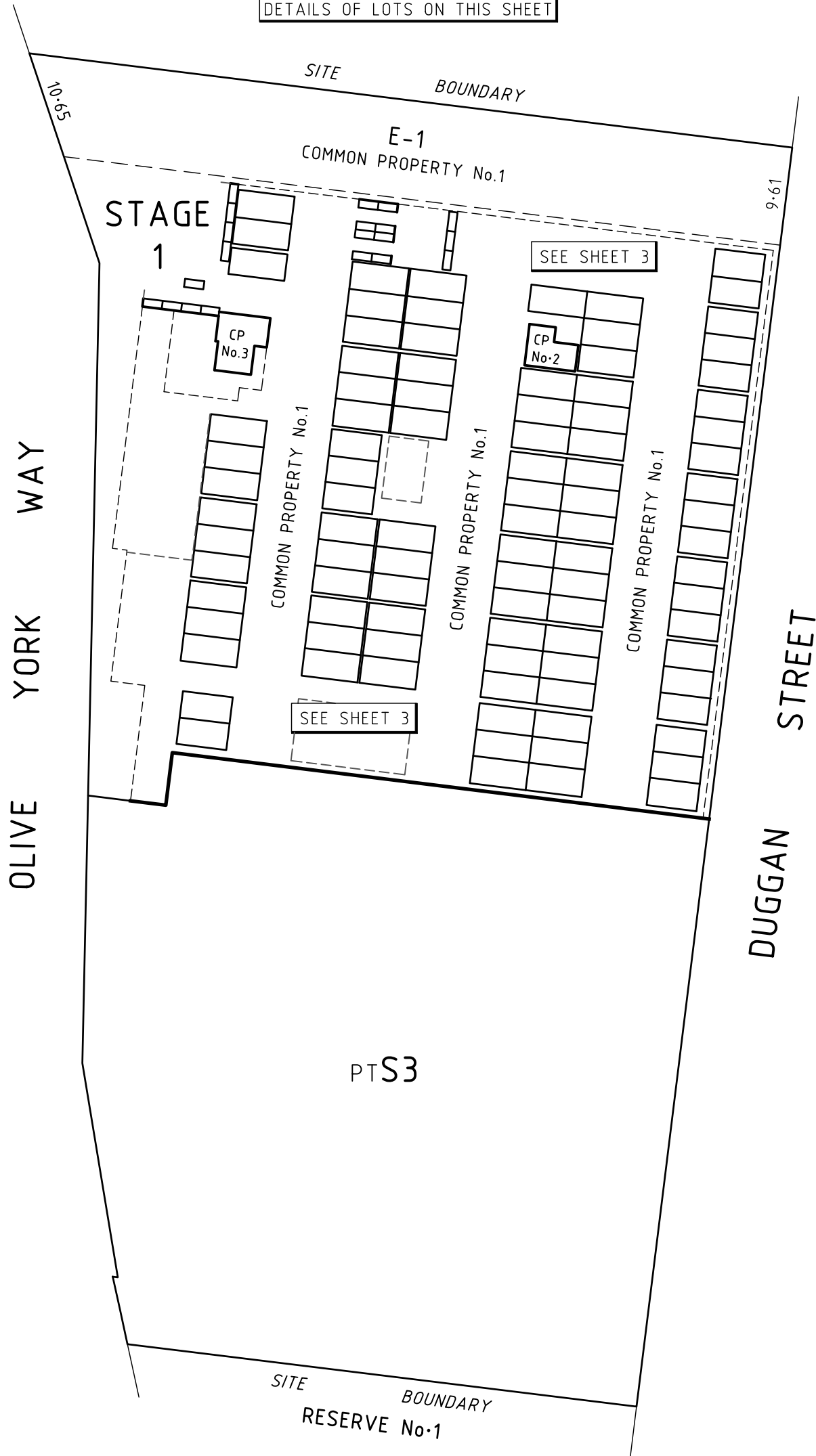
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

DIAGRAM 1
BASEMENT LEVEL

SEE SHEETS 3,4&5 FOR FURTHER
DETAILS OF LOTS ON THIS SHEET

MGA94 ZONE 55



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SHEET 2 OF 19 SHEETS

ORIGINAL
SCALE
1:500

SCALE

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) KEVIN J. BARGE

SIGNATURE DIGITALLY SIGNED DATE / /

REF. J023976 VERSION 4

.....

DATE / /

COUNCIL DELEGATE SIGNATURE

DIAGRAM 2

BASEMENT LEVEL - NORTH

PLAN OF SUBDIVISION

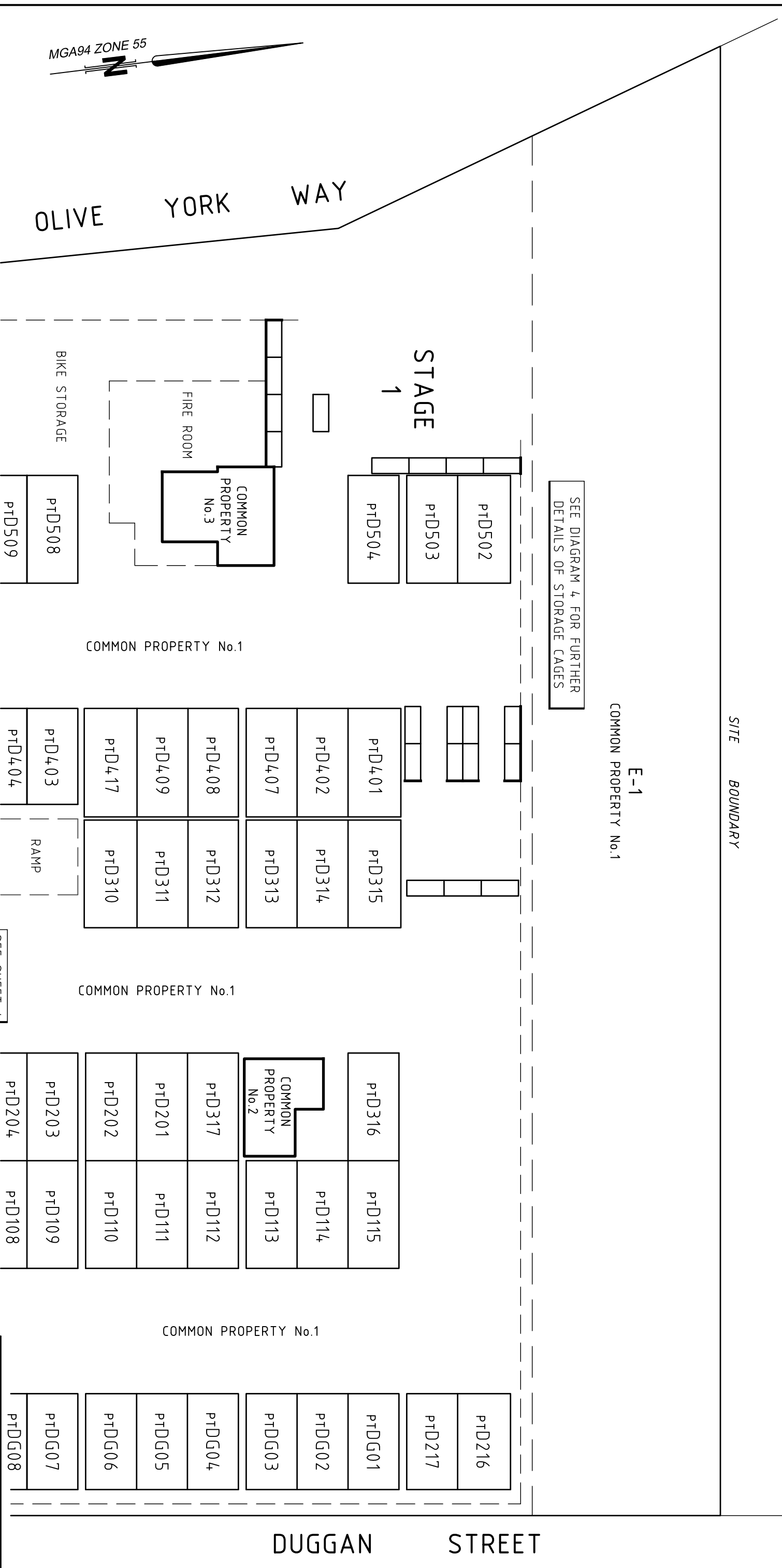
Stage No. **2**

Plan Number **PS 728974W**

SITE BOUNDARY

E-1
COMMON PROPERTY No.1

SEE DIAGRAM 4 FOR FURTHER
DETAILS OF STORAGE CAGES



MGA94 ZONE 55



OLIVE YORK WAY

DUGGAN STREET

SHEET 3 OF 19 SHEETS

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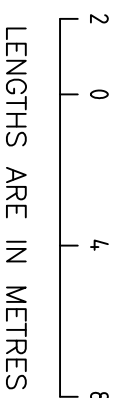
ORIGINAL

SCALE SHEET

1:200

A3

SCALE



SEE SHEET 4

LICENSED SURVEYOR (PRINT)

KEVIN J. BARGE

SIGNATURE DIGITALLY SIGNED

DATE / /

REF. J023976

VERSION 4

DATE / /

COUNCIL DELEGATE SIGNATURE

DIAGRAM 3

BASEMENT LEVEL - SOUTH

PLAN OF SUBDIVISION

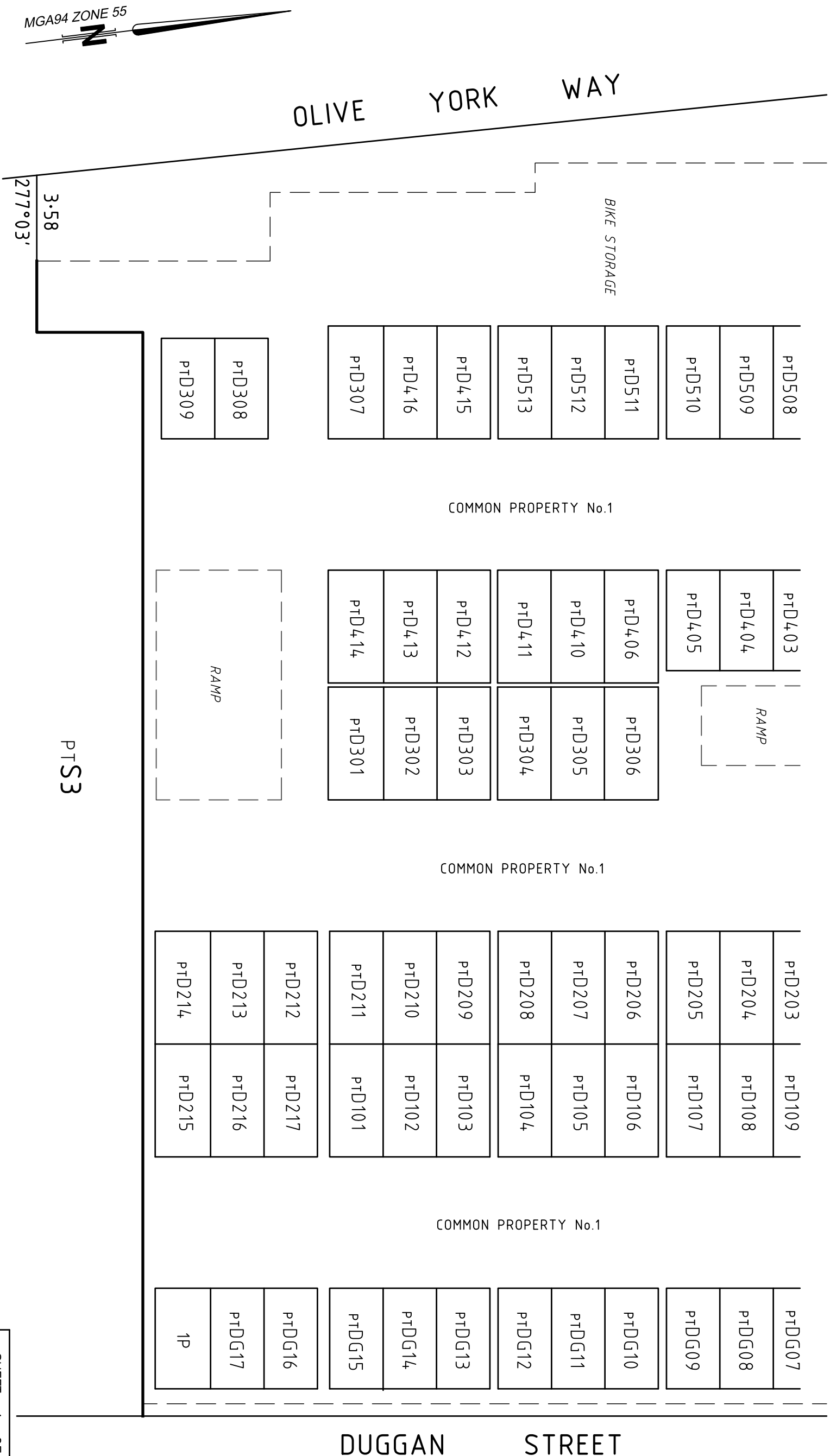
Stage No.

2

Plan Number

PS 728974W

SEE SHEET 3



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ORIGINAL

SCALE

1:200

SHEET SIZE

A3

SCALE



LICENSED SURVEYOR (PRINT)

KEVIN J. BARGE

SIGNATURE DIGITALLY SIGNED

DATE / /

REF. J023976

VERSION 4

SHEET 4 OF 19 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

DIAGRAM 4

BASEMENT LEVEL

PLAN OF SUBDIVISION

Stage No.

2

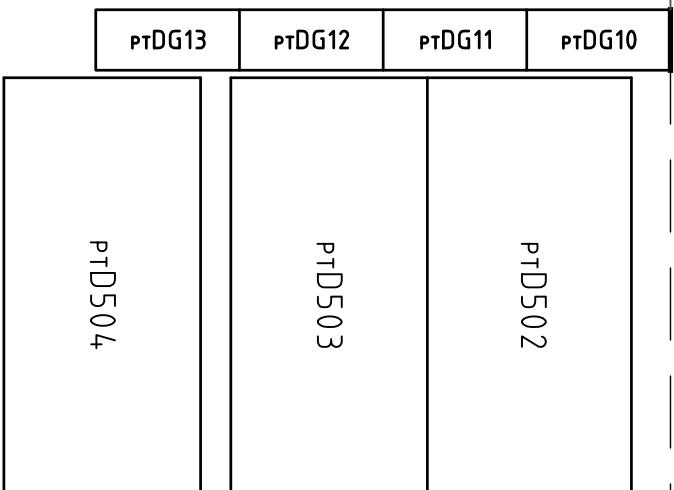
Plan Number

PS 728974W

MGA94 ZONE 55



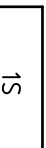
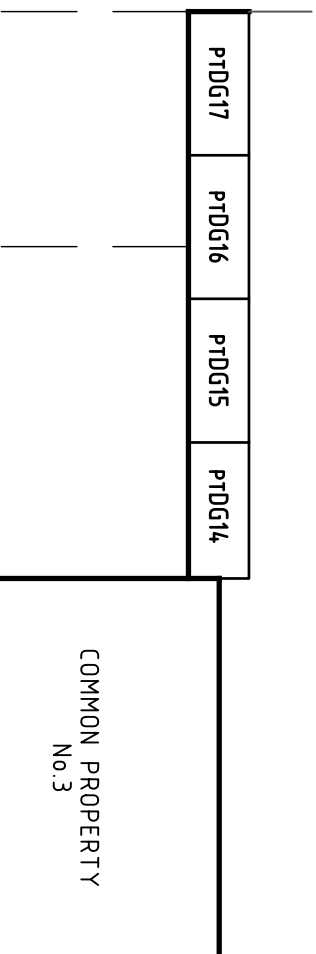
STAGE
1



COMMON PROPERTY No.1

COMMON PROPERTY No.1

COMMON PROPERTY No.1

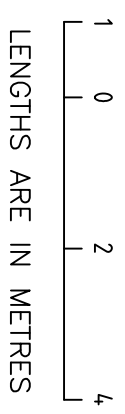


SHEET 5 OF 19 SHEETS

ORIGINAL

SCALE 1:100
SHEET SIZE A3

SCALE



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SIGNATURE DIGITALLY SIGNED
REF. J023976
VERSION 4

DATE / /

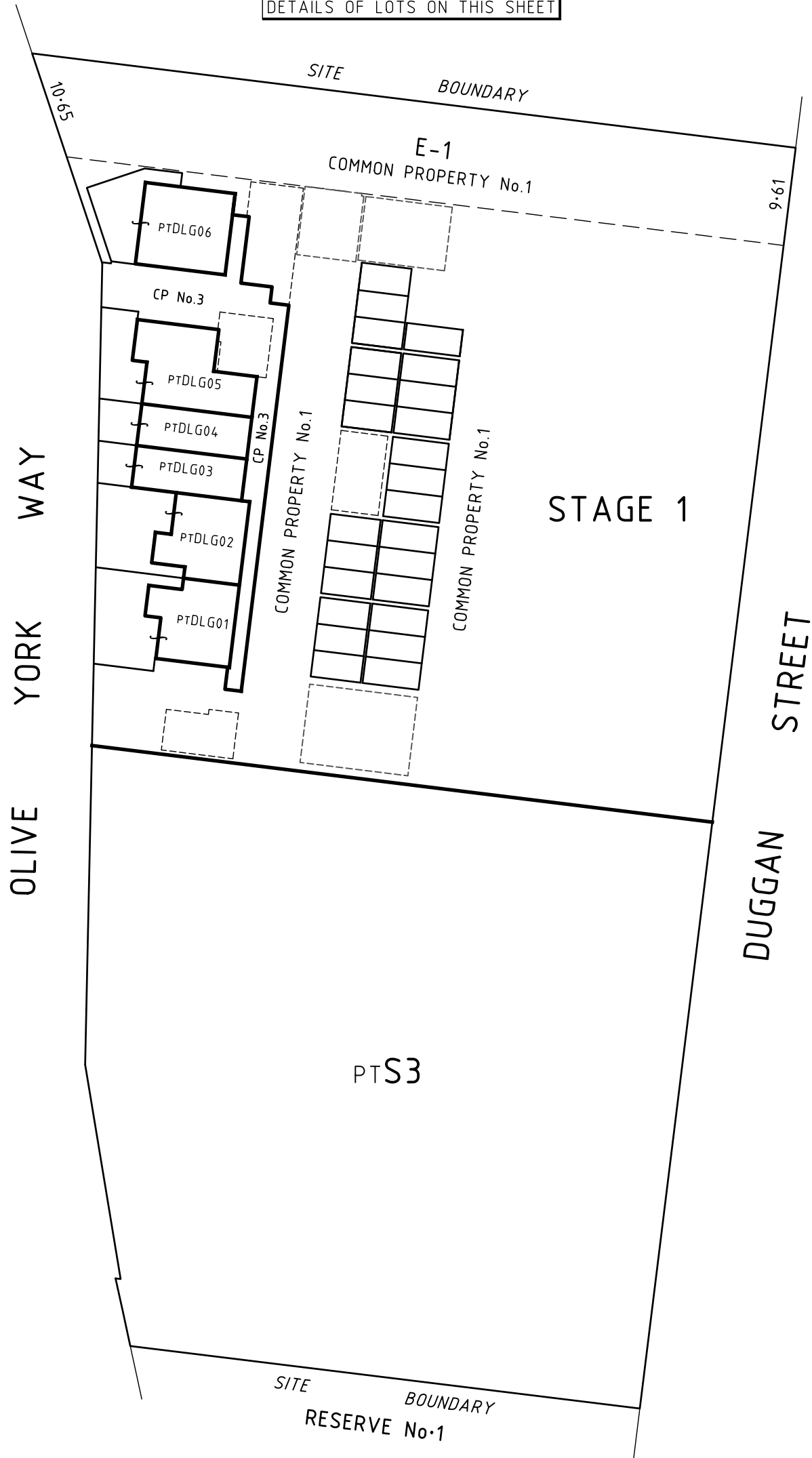
COUNCIL DELEGATE SIGNATURE

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DIAGRAM 5
LOWER GROUND LEVEL

SEE DIAGRAM 6 FOR FURTHER
DETAILS OF LOTS ON THIS SHEET



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SHEET 6 OF 19 SHEETS

ORIGINAL
SCALE
1:500

SCALE

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) KEVIN J. BARGE

SIGNATURE DIGITALLY SIGNED DATE / /

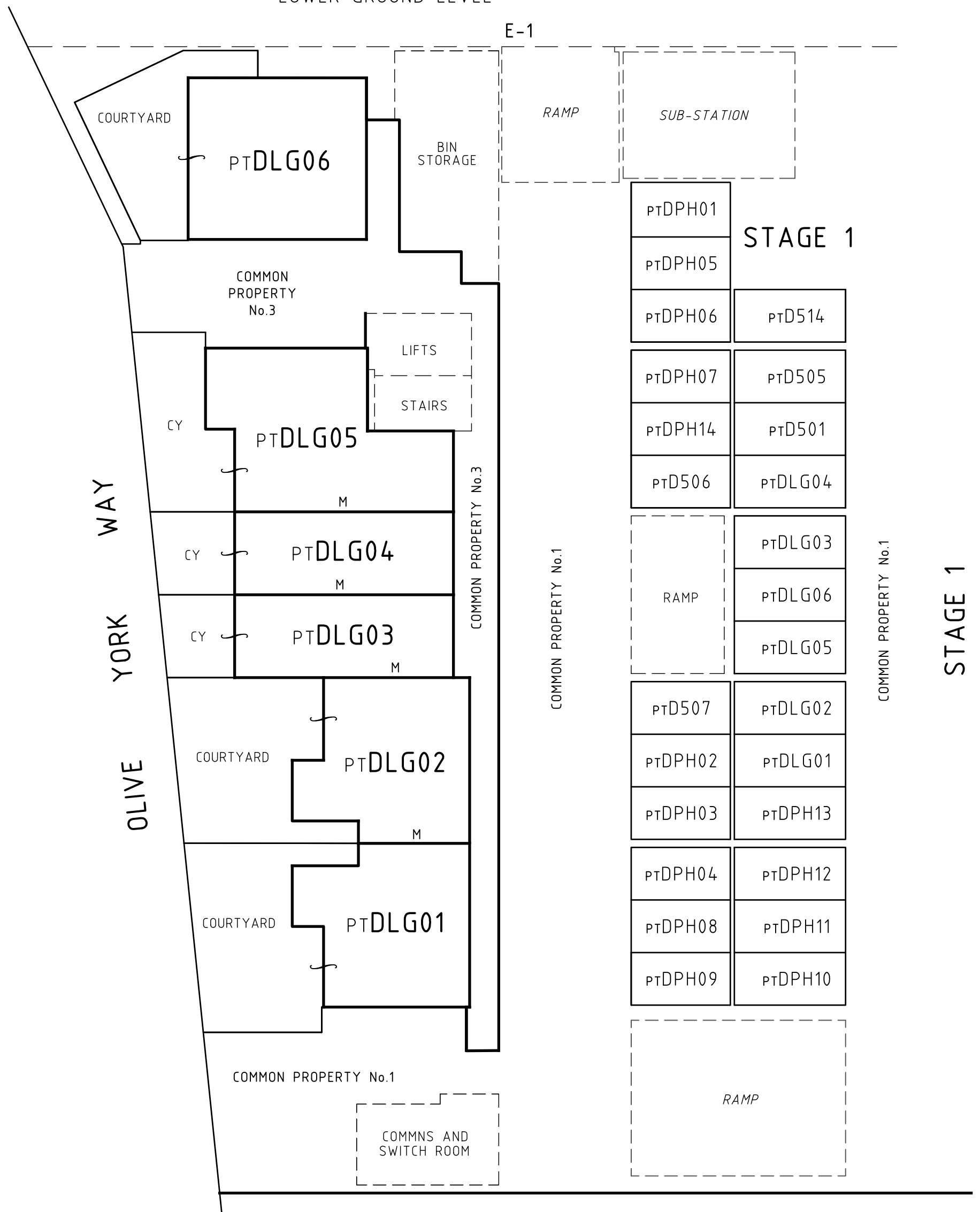
REF. J023976 VERSION 4

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DATE / /

COUNCIL DELEGATE SIGNATURE

DIAGRAM 6
LOWER GROUND LEVEL

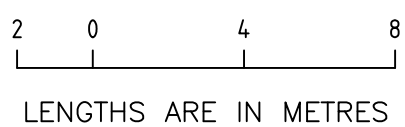


PTS3

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ORIGINAL	SCALE
SCALE	SHEET SIZE
1:200	A3



LICENSED SURVEYOR (PRINT) KEVIN J. BARGE

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REF. J023976 VERSION 4

SHEET 7 OF 19 SHEETS

.....

DATE / /

COUNCIL DELEGATE SIGNATURE

DIAGRAM 7
GROUND LEVEL

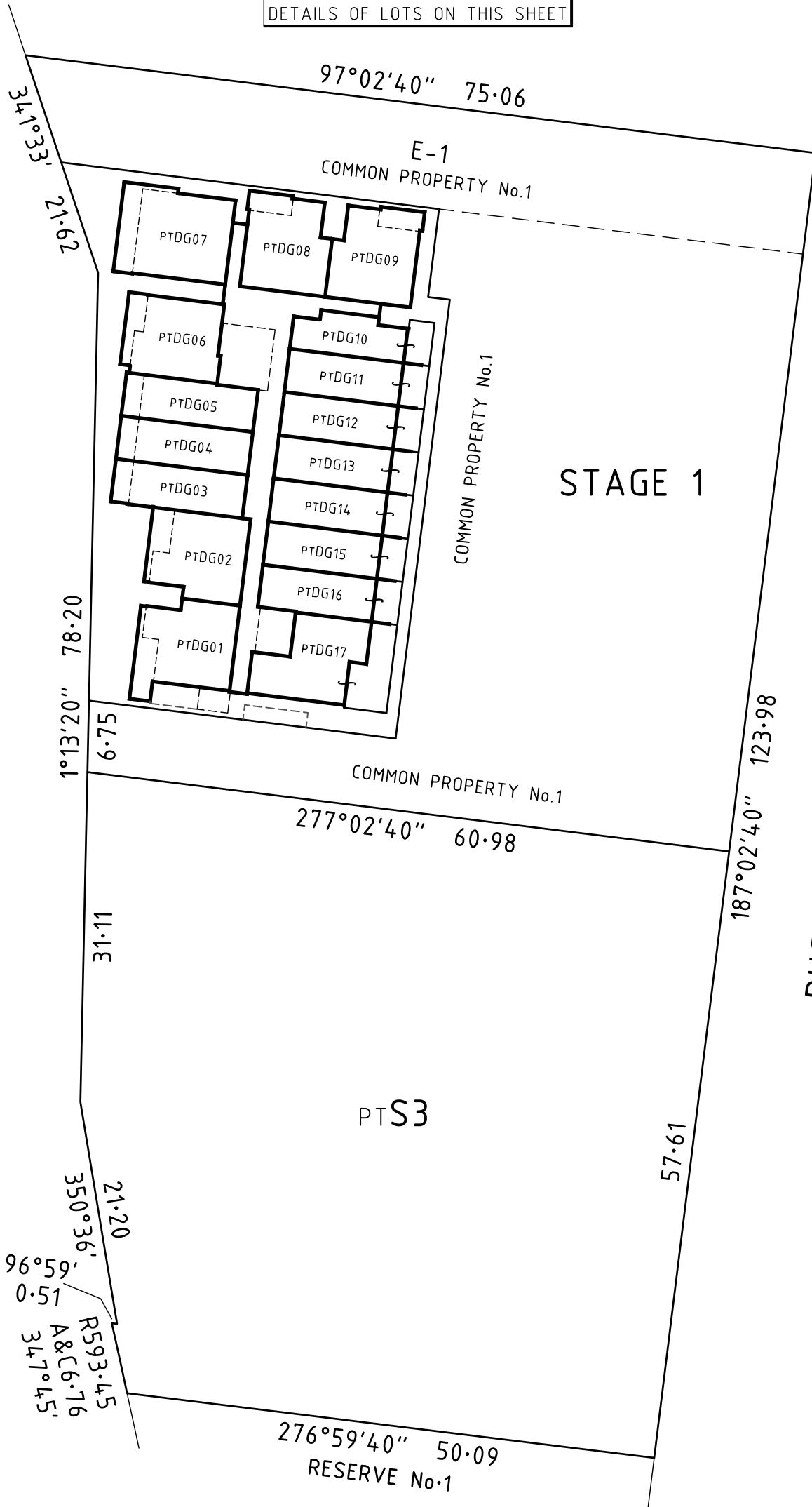
SEE DIAGRAM 8 FOR FURTHER
DETAILS OF LOTS ON THIS SHEET

MGA94 ZONE 55



OLIVE YORK WAY

DUGGAN STREET

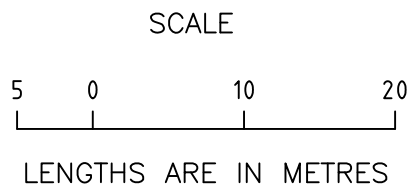


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SHEET 8 OF 19 SHEETS

ORIGINAL
SCALE
1:500
SHEET SIZE
A3

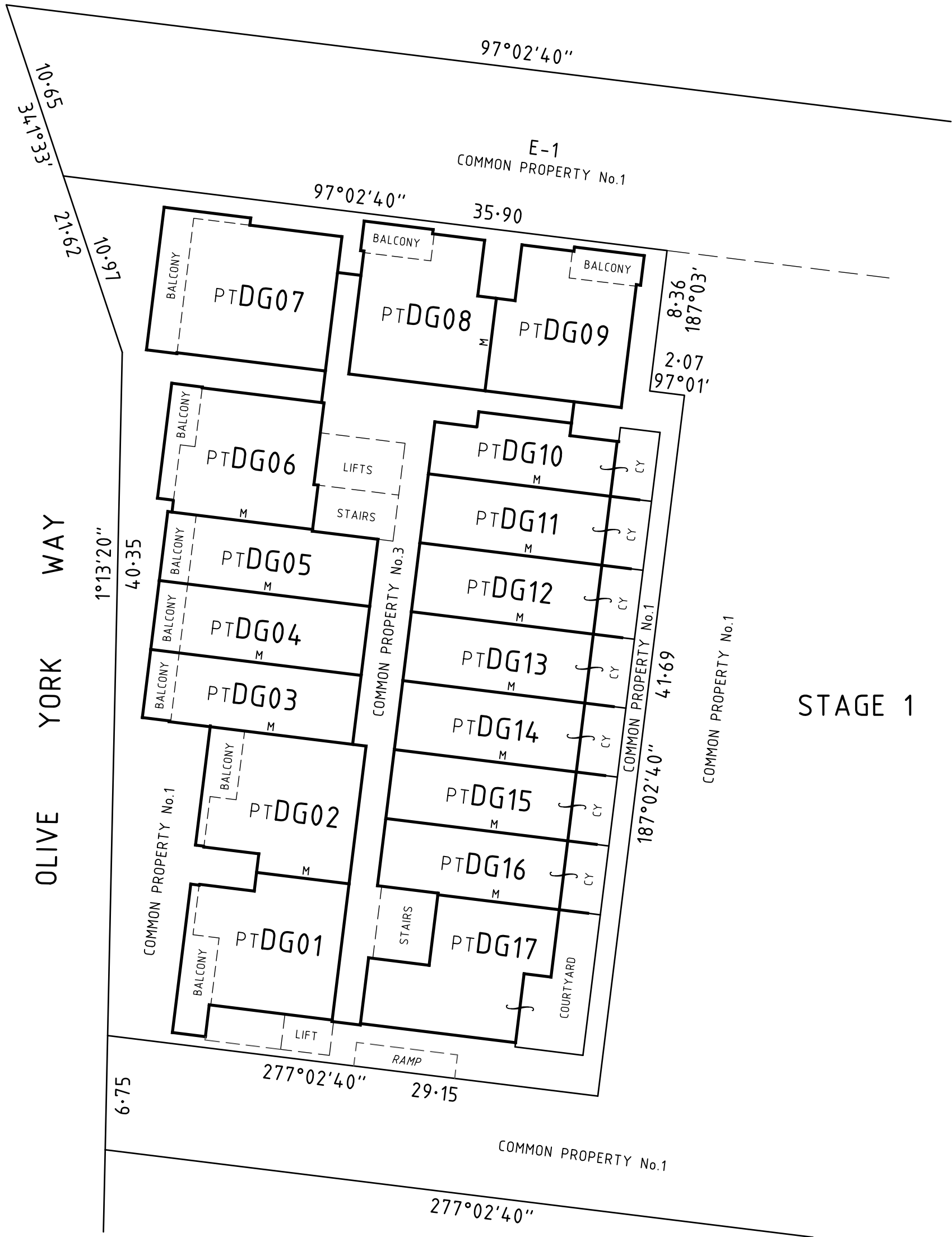


LICENSED SURVEYOR (PRINT) KEVIN J. BARGE
SIGNATURE DIGITALLY SIGNED DATE / /
REF. J023976 VERSION 4

DATE / /
COUNCIL DELEGATE SIGNATURE

DIAGRAM 8
GROUND LEVEL

MGA94 ZONE 55



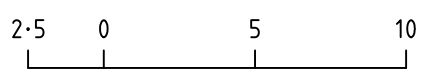
STAGE 1

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PTS3

ORIGINAL	SCALE
SCALE	SHEET SIZE
1:250	A3
LENGTHS ARE IN METRES	



LICENSED SURVEYOR (PRINT) KEVIN J. BARGE

SIGNATURE DIGITALLY SIGNED DATE / /

REF. J023976 VERSION 4

SHEET 9 OF 19 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

DIAGRAM 9
LEVEL 1

MGA94 ZONE 55



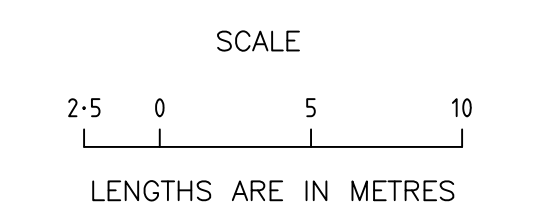
STAGE 1

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SHEET 10 OF 19 SHEETS

ORIGINAL
SCALE
1:250



LICENSED SURVEYOR (PRINT) KEVIN J. BARGE
 SIGNATURE DIGITALLY SIGNED DATE / /
 REF. J023976 VERSION 4

.....
 DATE / /
 COUNCIL DELEGATE SIGNATURE

DIAGRAM 10
LEVEL 2

MGA94 ZONE 55



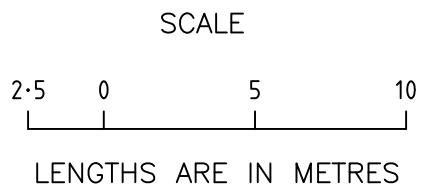
STAGE 1

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SHEET 11 OF 19 SHEETS

ORIGINAL
SCALE
1:250



LICENSED SURVEYOR (PRINT) KEVIN J. BARGE

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REF. J023976 VERSION 4

.....

DATE / /

COUNCIL DELEGATE SIGNATURE

DIAGRAM 11
LEVEL 3



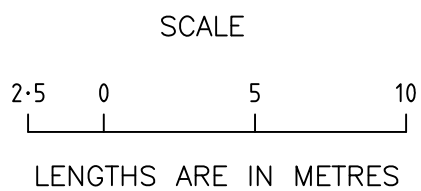
STAGE 1

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SHEET 12 OF 19 SHEETS

ORIGINAL
SCALE
1:250
SHEET SIZE
A3



LICENSED SURVEYOR (PRINT) KEVIN J. BARGE

SIGNATURE DIGITALLY SIGNED DATE / /

REF. J023976 VERSION 4

.....

DATE / /

COUNCIL DELEGATE SIGNATURE

DIAGRAM 12
LEVEL 4

MGA94 ZONE 55



OLIVE YORK WAY

347°33'

16.97

1°13'20"

40.35

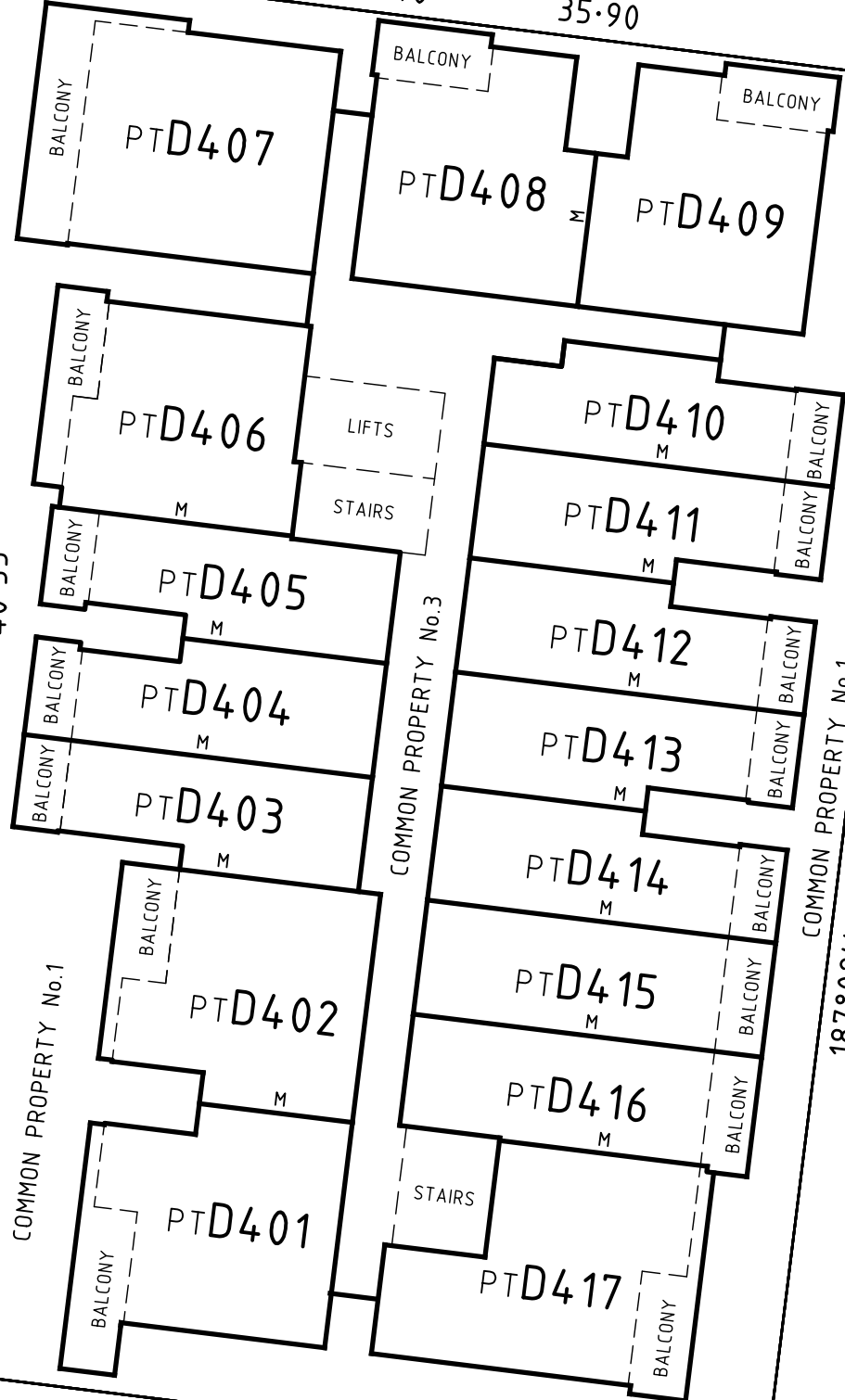
6.75

97°02'40"

E-1
COMMON PROPERTY No.1

35.90

8.36
187°03'
2.07
97°01'



41.69
187°02'40"

COMMON PROPERTY No.1

STAGE 1

277°02'40"

29.15

COMMON PROPERTY No.1

277°02'40"

PTS3

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SHEET 13 OF 19 SHEETS

ORIGINAL

SCALE

LICENSED SURVEYOR (PRINT)

KEVIN J. BARGE

SCALE SHEET SIZE



SIGNATURE DIGITALLY SIGNED DATE / /

DATE / /

1:250 A3

LENGTHS ARE IN METRES

REF. J023976

VERSION 4

COUNCIL DELEGATE SIGNATURE

DIAGRAM 13
LEVEL 5

MGA94 ZONE 55



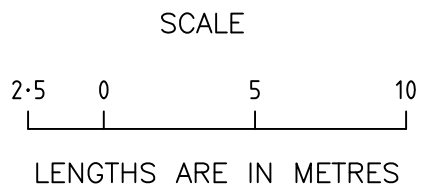
STAGE 1

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SHEET 14 OF 19 SHEETS

ORIGINAL
SCALE
1:250



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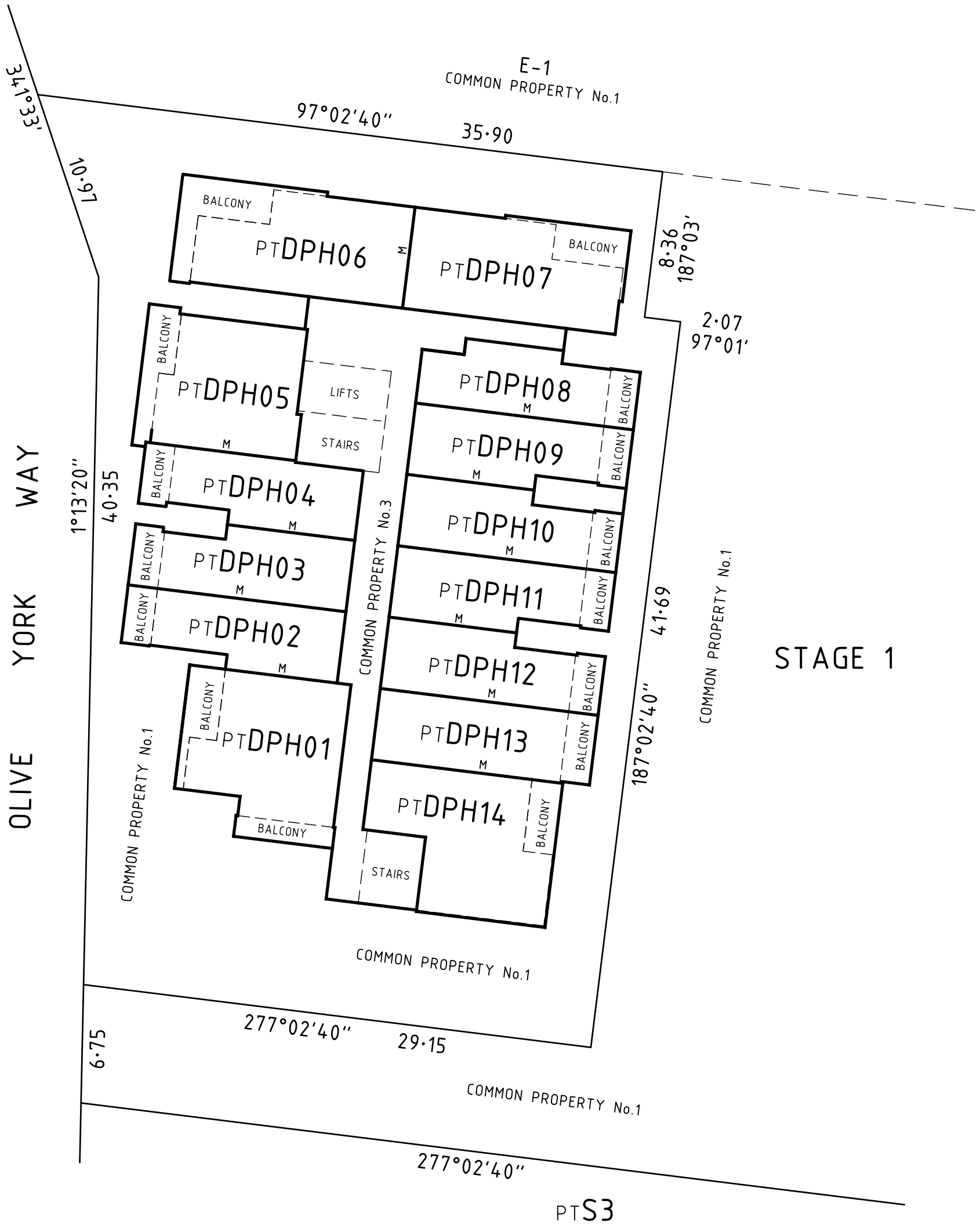
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DATE / /

COUNCIL DELEGATE SIGNATURE

DIAGRAM 14
LEVEL 6

MGA94 ZONE 55



OLIVE YORK WAY

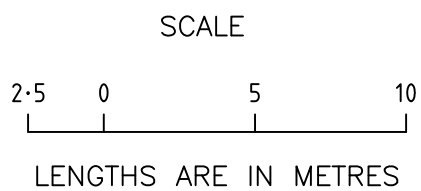
STAGE 1

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SHEET 15 OF 19 SHEETS

ORIGINAL
SCALE
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.....

DATE / /

COUNCIL DELEGATE SIGNATURE

OWNERS CORPORATION SCHEDULE	Stage No. 2	Plan Number PS 728974W
------------------------------------	-----------------------	----------------------------------

Owners Corporation No.1

Plan No. PS 728974W

Land affected by Owners Corporation: DLG01–DLG06, DG01–DG17, D101–D117, D201–D217, D301–D317, D401–D417, D501–D514, D601–D614, S3 AND COMMON PROPERTY NO.3

Limitations of Owners Corporation: UNLIMITED

Notations:

Lot Entitlement and Liability			and			Lot Entitlement and Liability		
Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
DLG01	140	140	D101	140	140	D301	140	140
DLG02	140	140	D102	140	140	D302	140	140
DLG03	100	100	D103	100	100	D303	100	100
DLG04	100	100	D104	100	100	D304	100	100
DLG05	160	160	D105	100	100	D305	100	100
DLG06	160	160	D106	140	140	D306	140	140
			D107	160	160	D307	160	160
DG01	140	140	D108	140	140	D308	140	140
DG02	140	140	D109	140	140	D309	140	140
DG03	100	100	D110	100	100	D310	100	100
DG04	100	100	D111	100	100	D311	100	100
DG05	100	100	D112	100	100	D312	100	100
DG06	140	140	D113	100	100	D313	100	100
DG07	160	160	D114	100	100	D314	100	100
DG08	140	140	D115	100	100	D315	100	100
DG09	140	140	D116	100	100	D316	100	100
DG10	100	100	D117	160	160	D317	160	160
DG11	100	100						
DG12	100	100	D201	140	140	D401	140	140
DG13	100	100	D202	140	140	D402	140	140
DG14	100	100	D203	100	100	D403	100	100
DG15	100	100	D204	100	100	D404	100	100
DG16	100	100	D205	100	100	D405	100	100
DG17	160	160	D206	140	140	D406	140	140
			D207	160	160	D407	160	160
			D208	140	140	D408	140	140
			D209	140	140	D409	140	140
			D210	100	100	D410	100	100
			D211	100	100	D411	100	100
			D212	100	100	D412	100	100
			D213	100	100	D413	100	100
			D214	100	100	D414	100	100
			D215	100	100	D415	100	100
			D216	100	100	D416	100	100
			D217	160	160	D417	160	160
Total								

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SHEET 16 OF 19 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

OWNERS CORPORATION SCHEDULE

Stage No.

—

Plan Number

PS 728974W

Owners Corporation No.1

Plan No. PS 728974W

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
D501	140	140						
D502	100	100						
D503	100	100						
D504	100	100						
D505	140	140						
D506	160	160						
D507	160	160						
D508	100	100						
D509	100	100						
D510	100	100						
D511	100	100						
D512	100	100						
D513	100	100						
D514	160	160						
DPH01	140	140						
DPH02	100	100						
DPH03	100	100						
DPH04	100	100						
DPH05	140	140						
DPH06	160	160						
DPH07	160	160						
DPH08	100	100						
DPH09	100	100						
DPH10	100	100						
DPH11	100	100						
DPH12	100	100						
DPH13	100	100						
DPH14	160	160						
1P	5	5						
1S	1	1						
S3	16200	10						
Total	30426	14236						

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SHEET 17 OF 19 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

OWNERS CORPORATION SCHEDULE	Stage No. 2	Plan Number PS 728974W
------------------------------------	-----------------------	----------------------------------

Owners Corporation No.3

Plan No. PS 728974W

Land affected by Owners Corporation: DLG01–DLG06, DG01–DG17, D101–D117, D201–D217, D301–D317, D401–D417, D501–D514, D601–D614 AND COMMON PROPERTY NO.3

Limitations of Owners Corporation: LIMITED TO COMMON PROPERTY

Notations:

Only the members of Owners Corporation No.3 are entitled to use Common Property No.3

Lots in the table below are also affected by Owners Corporation No.1.

Certificate of title for Common Property No.3 is in the name of Owners Corporation No.1.

Lot Entitlement and Liability			and			Lot Entitlement and Liability		
Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
DLG01	140	140	D101	140	140	D301	140	140
DLG02	140	140	D102	140	140	D302	140	140
DLG03	100	100	D103	100	100	D303	100	100
DLG04	100	100	D104	100	100	D304	100	100
DLG05	160	160	D105	100	100	D305	100	100
DLG06	160	160	D106	140	140	D306	140	140
			D107	160	160	D307	160	160
DG01	140	140	D108	140	140	D308	140	140
DG02	140	140	D109	140	140	D309	140	140
DG03	100	100	D110	100	100	D310	100	100
DG04	100	100	D111	100	100	D311	100	100
DG05	100	100	D112	100	100	D312	100	100
DG06	140	140	D113	100	100	D313	100	100
DG07	160	160	D114	100	100	D314	100	100
DG08	140	140	D115	100	100	D315	100	100
DG09	140	140	D116	100	100	D316	100	100
DG10	100	100	D117	160	160	D317	160	160
DG11	100	100						
DG12	100	100	D201	140	140	D401	140	140
DG13	100	100	D202	140	140	D402	140	140
DG14	100	100	D203	100	100	D403	100	100
DG15	100	100	D204	100	100	D404	100	100
DG16	100	100	D205	100	100	D405	100	100
DG17	160	160	D206	140	140	D406	140	140
			D207	160	160	D407	160	160
			D208	140	140	D408	140	140
			D209	140	140	D409	140	140
			D210	100	100	D410	100	100
			D211	100	100	D411	100	100
			D212	100	100	D412	100	100
			D213	100	100	D413	100	100
			D214	100	100	D414	100	100
			D215	100	100	D415	100	100
			D216	100	100	D416	100	100
			D217	160	160	D417	160	160
Total				37360	6950			

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VERSION 4

SHEET 18 OF 19 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

OWNERS CORPORATION SCHEDULE

Stage No.
2

Plan Number
PS 728974W

Owners Corporation No.3

Plan No. PS 728974W

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
D501	140	140						
D502	100	100						
D503	100	100						
D504	100	100						
D505	140	140						
D506	160	160						
D507	160	160						
D508	100	100						
D509	100	100						
D510	100	100						
D511	100	100						
D512	100	100						
D513	100	100						
D514	160	160						
DPH01	140	140						
DPH02	100	100						
DPH03	100	100						
DPH04	100	100						
DPH05	140	140						
DPH06	160	160						
DPH07	160	160						
DPH08	100	100						
DPH09	100	100						
DPH10	100	100						
DPH11	100	100						
DPH12	100	100						
DPH13	100	100						
DPH14	160	160						
Total	14220	14220						

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VERSION 4

SHEET 19 OF 19 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION	Stage No. 3	LRS USE ONLY EDITION	Plan Number PS 728974W
----------------------------	-----------------------	--------------------------------	----------------------------------

PRELIMINARY

LOCATION OF LAND

Parish : JIKA JIKA
City of Brunswick

Section : A

Crown Allotment : 48(PART), 49(PART) & 49A(PART)

Crown Portion : -

Title Reference :

Last Plan Reference : P728974W, Lot S2

Postal Address : 8-12 OLIVE YORK WAY
(at time of subdivision) BRUNSWICK WEST VIC 3055

MGA Co-ordinates E 318 523 ZONE : 55
(of approx. centre of land in plan) N 5 818 898

COUNCIL CERTIFICATION

COUNCIL NAME : **MORELAND CITY COUNCIL** REF :

- THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988
- THIS PLAN IS CERTIFIED UNDER SECT. 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.

PUBLIC 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

(iv) THE REQUIREMENT HAS BEEN SATISFIED FOR

COUNCIL DELEGATE signature print name
COUNCIL SEAL
DATE : / /

THIS PLAN IS RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988.

COUNCIL DELEGATE signature print name
COUNCIL SEAL
DATE : / /

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

ALL INTERNAL SERVICE DUCTS, PIPE SHAFTS AND COLUMNS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No.1. NOTE THAT THE POSITIONS OF THESE DUCTS, SHAFTS AND COLUMNS HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS.
SEE OWNERS CORPORATION SEARCH REPORT(S) FOR DETAILS.

DISCLAIMER:
WARNING: THIS PLAN IS UNREGISTERED AT LAND REGISTRY AND HAS BEEN PREPARED FROM ARCHITECTURAL DRAWINGS ENDORSED AS PART OF PLANNING PERMIT ISSUED BY COUNCIL.

THIS PLAN MAY BE SUBJECT TO THE FOLLOWING ALTERATIONS:
i) THOSE REQUESTED BY COUNCIL AND/OR STATUTORY AUTHORITIES;
ii) THOSE ONCE THE BUILDINGS HAVE BEEN CONSTRUCTED;
iii) THOSE REQUESTED BY LAND REGISTRY PRIOR TO REGISTRATION OF THE PLAN.
CHARTER KECK CRAMER ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR ANY LOSS OR DAMAGE SUFFERED HOWSOEVER ARISING TO ANY PERSON OR CORPORATION WHO MAY USE OR RELY UPON THIS PLAN FOR ANY OTHER REASON.
THIS PLAN MUST NOT BE REPRODUCED EXCEPT:
a) FROM THE ELECTRONIC VERSION OR COPY HELD BY CHARTER KECK CRAMER, AND
b) UNLESS THE REPRODUCTION INCLUDES THIS NOTE.

NOTATIONS

Staging : THIS IS A STAGED SUBDIVISION
PLANNING PERMIT No. -

DEPTH LIMITATION: 15.24 METRES BELOW THE SURFACE

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.
LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:

MEDIAN: BOUNDARIES MARKED 'M'
INTERIOR FACE: ALL OTHER BOUNDARIES

COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT LOTS G01A-G11A, 101A-111A, PH01A-PH09A, S4, COMMON PROPERTY No.4 AND INCLUDES THE STRUCTURE OF THOSE WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES.

CP1 DENOTES COMMON PROPERTY No.1
CP4 DENOTES COMMON PROPERTY No.4
B DENOTES BALCONY
CY DENOTES COURTYARD

THIS IS A SPEAR PLAN

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

EASEMENT INFORMATION				
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)				
SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL OF THE LAND IN THIS PLAN				
EASEMENT REFERENCE	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 10 SHEETS

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REF. J023976 VERSION 3 12/12/14

DATE / /

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

DIAGRAM 1
BASEMENT LEVEL

PRELIMINARY

MGA94 ZONE 55



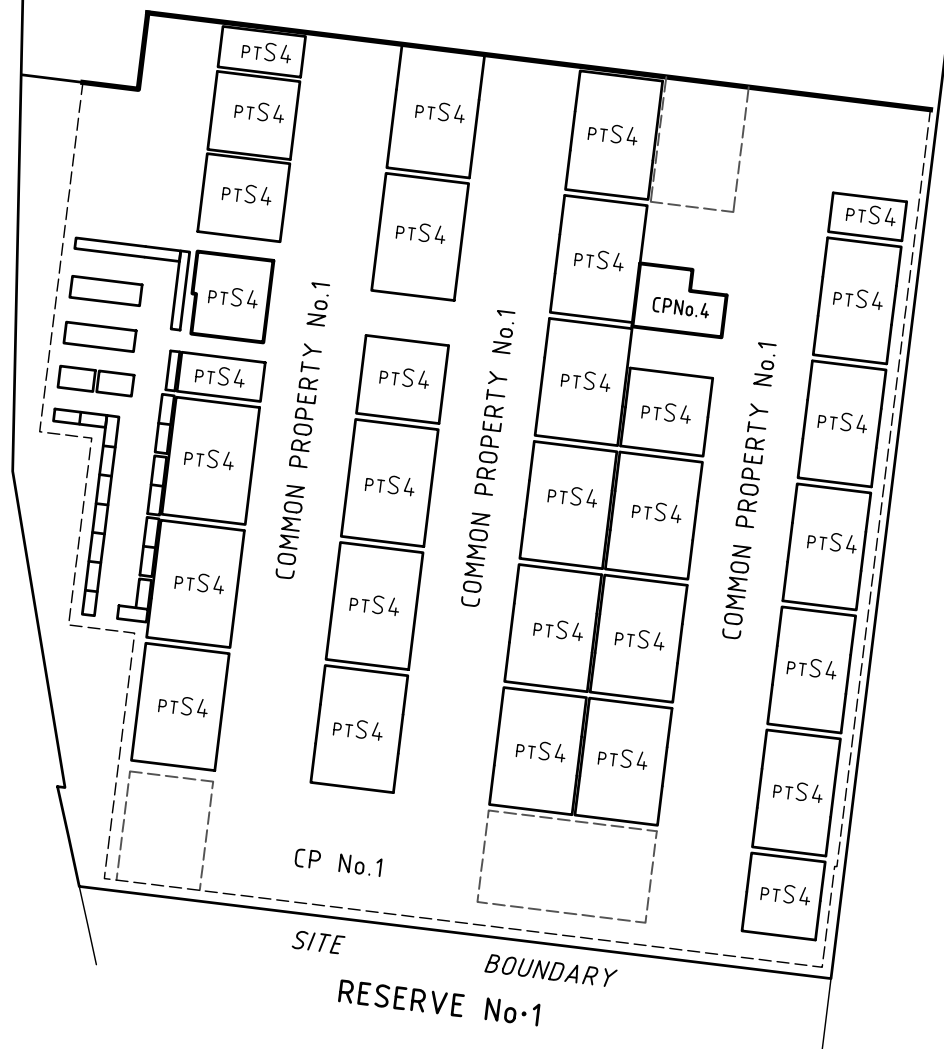
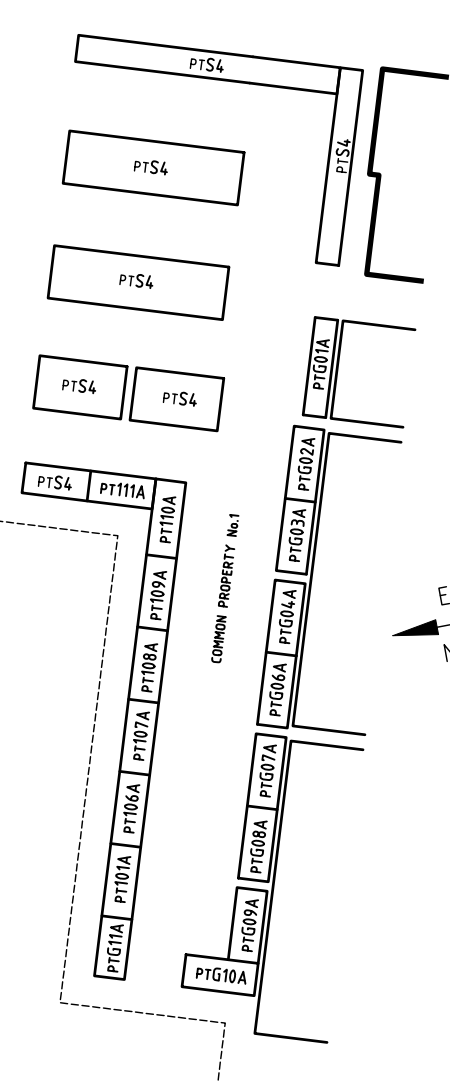
OLIVE YORK WAY

STAGES 1 & 2

DUGGAN STREET

WAY

OLIVE YORK

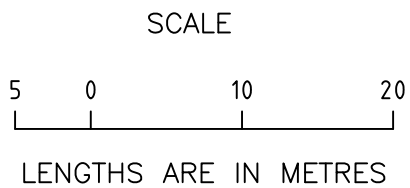


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SHEET 2 OF 10 SHEETS

ORIGINAL
SCALE
1:500



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REF. J023976 VERSION 3

DATE / /
COUNCIL DELEGATE SIGNATURE

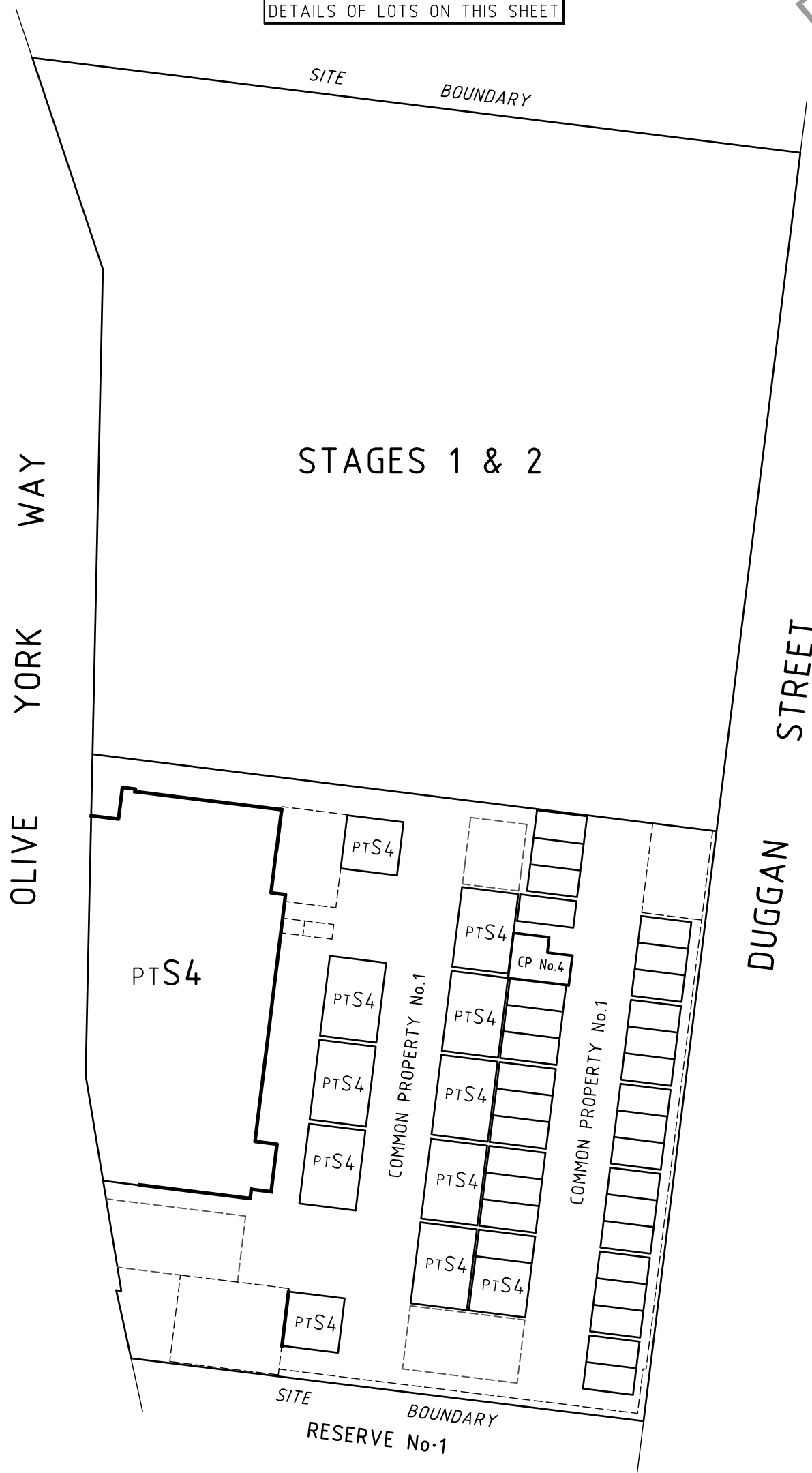
DIAGRAM 2

LOWER GROUND LEVEL

SEE DIAGRAM 3 FOR FURTHER
DETAILS OF LOTS ON THIS SHEET

PRELIMINARY

MGA94 ZONE 55



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SHEET 3 OF 10 SHEETS

ORIGINAL
SCALE
1:500

SCALE

LENGTHS ARE IN METRES

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REF. J023976 VERSION 3

.....

DATE / /

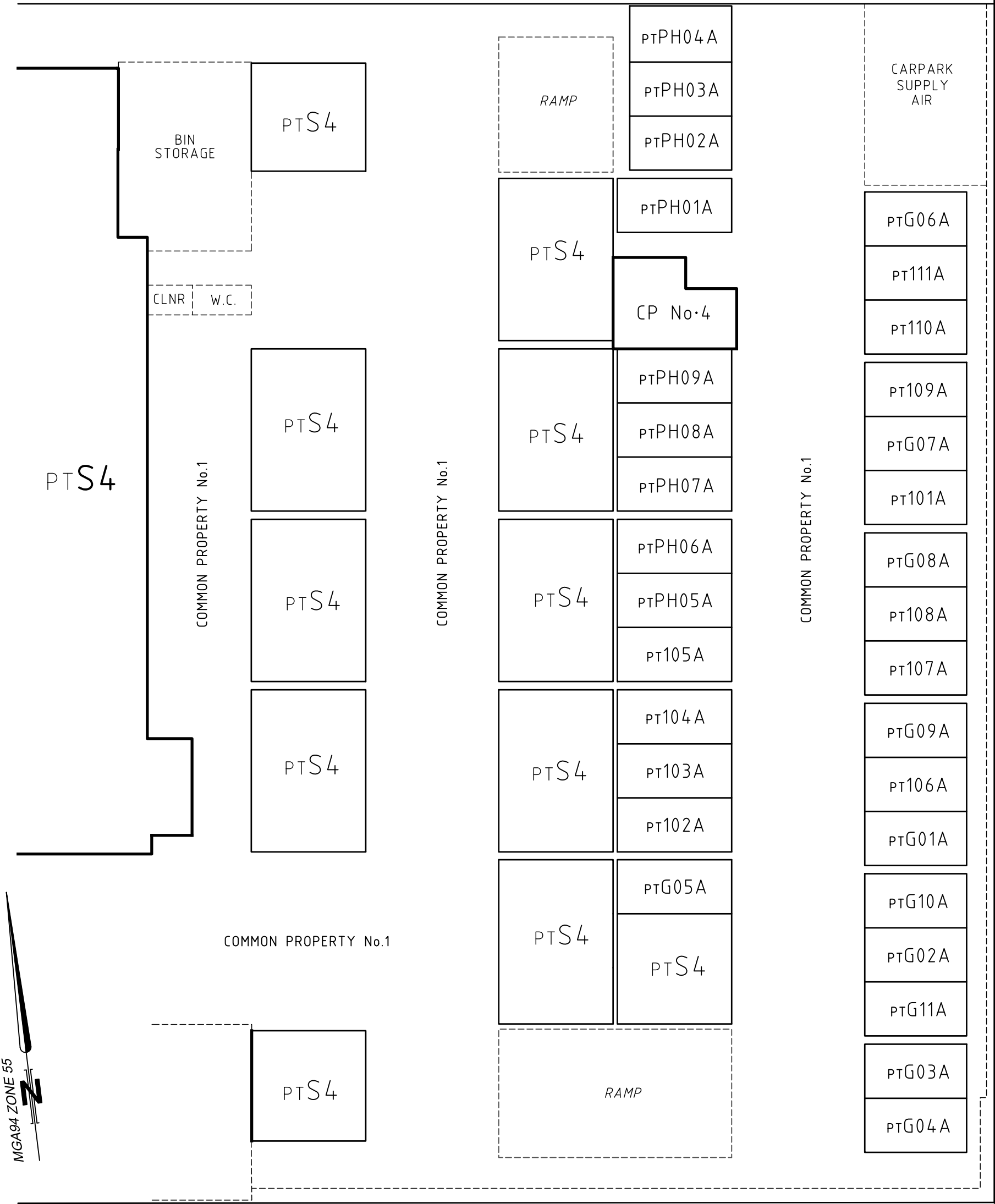
COUNCIL DELEGATE SIGNATURE

PRELIMINARY

DIAGRAM 3

LOWER GROUND LEVEL - EAST

STAGE BOUNDARY



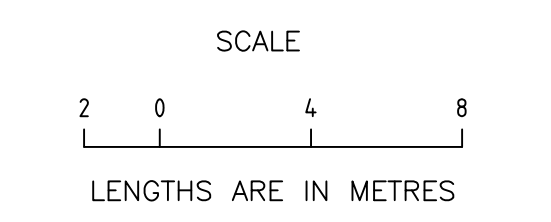
DUGGAN STREET

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SHEET 4 OF 10 SHEETS

ORIGINAL
SCALE
1:200



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DATE / /

COUNCIL DELEGATE SIGNATURE

PRELIMINARY

DIAGRAM 4

GROUND LEVEL & GROUND STOREY

SEE DIAGRAM 5 FOR FURTHER
DETAILS OF LOTS ON THIS SHEET

MGA94 ZONE 55



OLIVE YORK WAY

DUGGAN STREET

STAGES 1 & 2

PTS4

COMMON PROPERTY No.1

COMMON PROPERTY No.1

PTG05A

PTG06A

PTG04A

PTG07A

PTG03A

PTG08A

PTG02A

PTG09A

PTG01A

PTG10A

PTG01A

PTG11A

97°02'40" 75.06

34°10'33" 21.62

1°13'20" 78.20

277°02'40" 60.98

187°02'40" 123.98

350°36' 21.20
96°59' 0.51
R593.45
A&C 6.76
34.7° 45'

276°59'40" 50.09
RESERVE No.1

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SHEET 5 OF 10 SHEETS

ORIGINAL

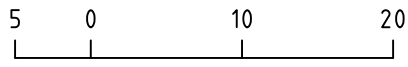
SCALE

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SCALE

SHEET
SIZE



SIGNATURE DIGITALLY SIGNED.....

DATE / /

1:500

A3

LENGTHS ARE IN METRES

REF. J023976

VERSION 3

DATE / /

COUNCIL DELEGATE SIGNATURE

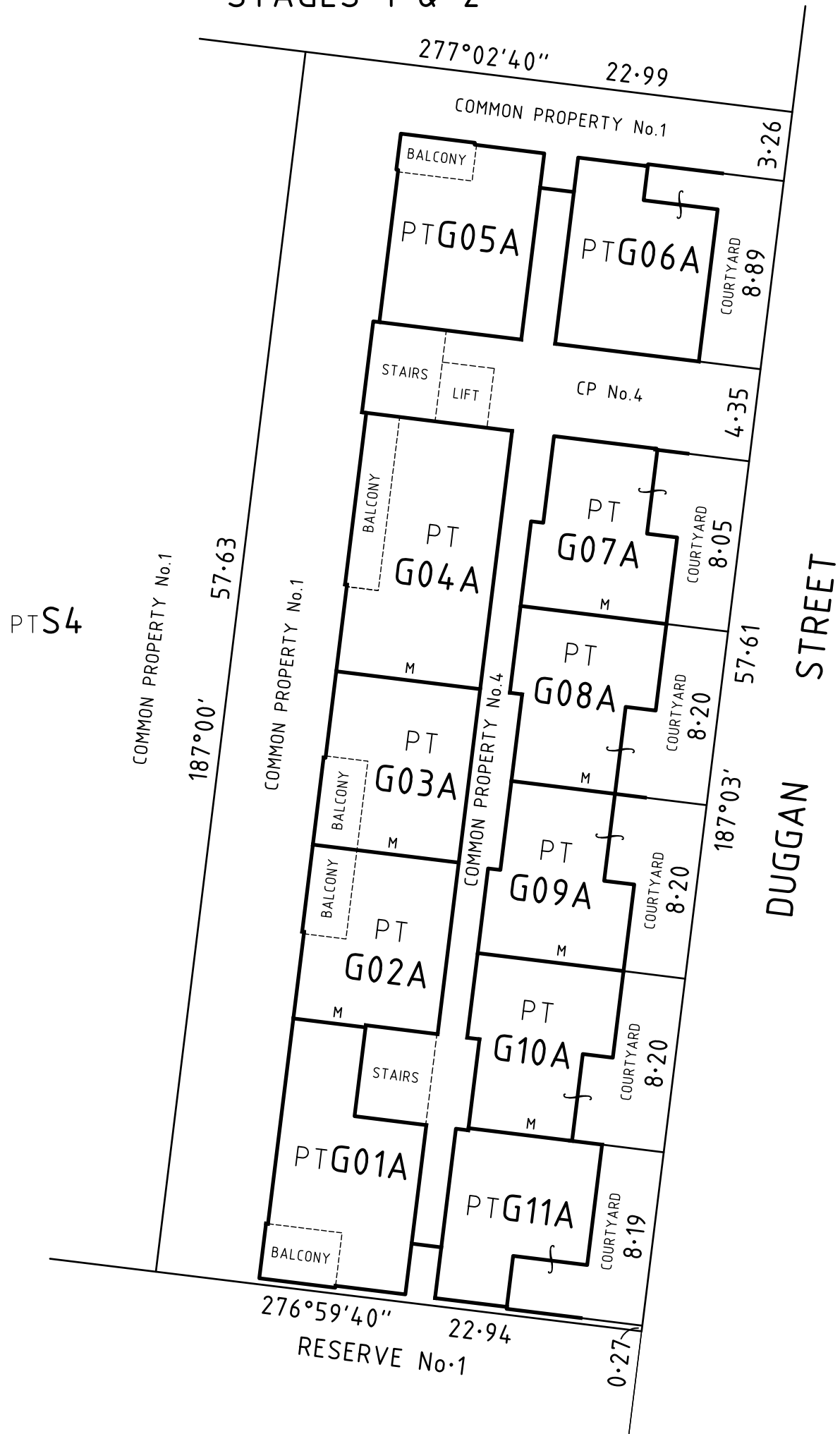
PRELIMINARY

DIAGRAM 5

GROUND LEVEL & GROUND STOREY

STAGES 1 & 2

MG94 ZONE 55

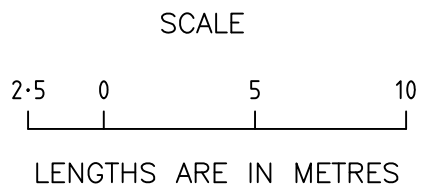


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SHEET 6 OF 10 SHEETS

ORIGINAL
SCALE
1:250



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.....

DATE / /

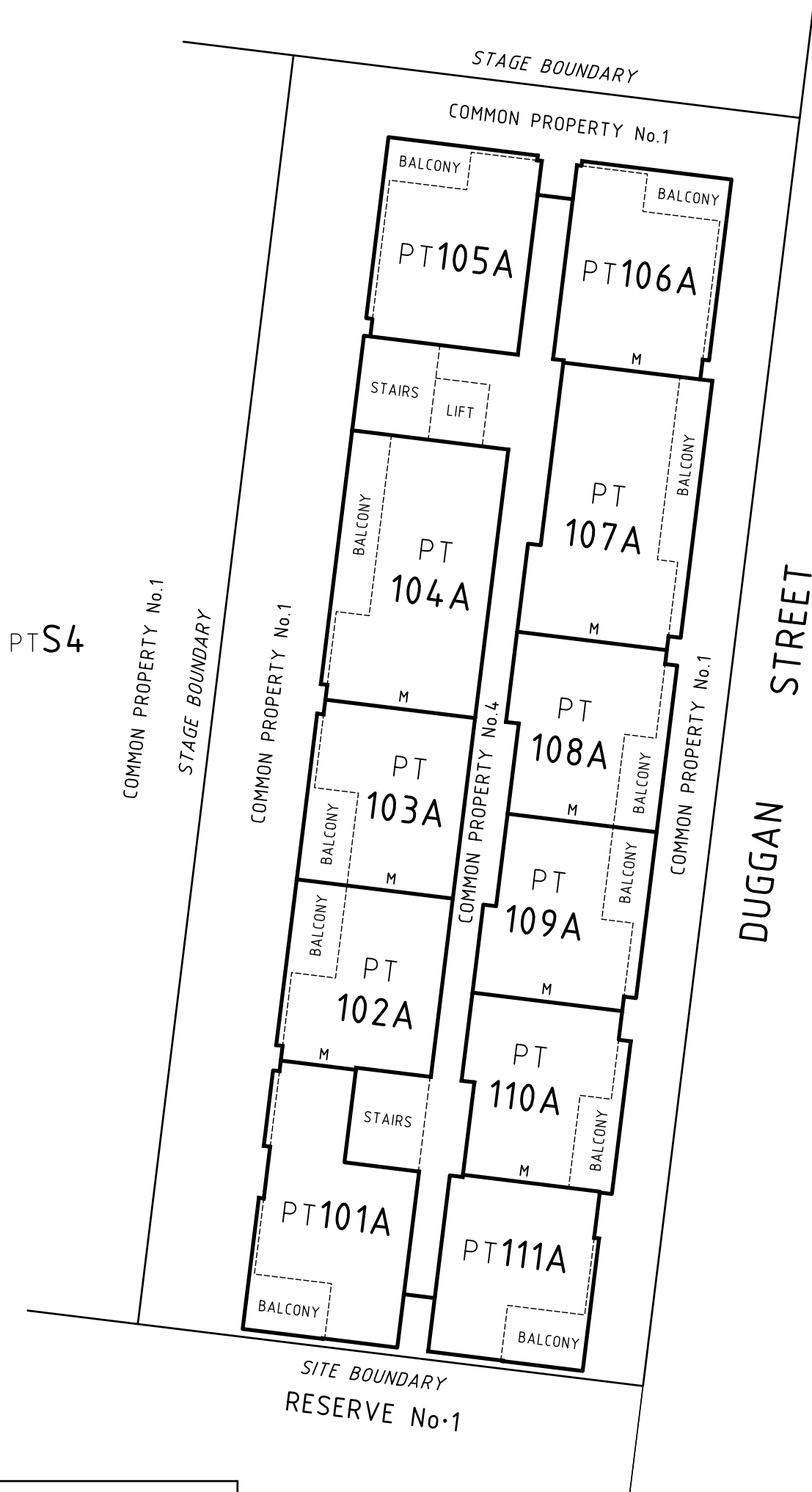
COUNCIL DELEGATE SIGNATURE

PRELIMINARY

DIAGRAM 6
LEVEL 1

STAGES 1 & 2

MGA94 ZONE 55

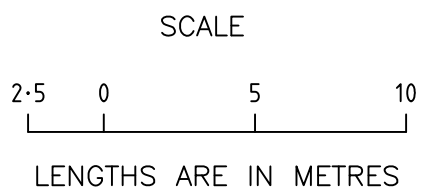


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SHEET 7 OF 10 SHEETS

ORIGINAL
SCALE
1:250



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.....

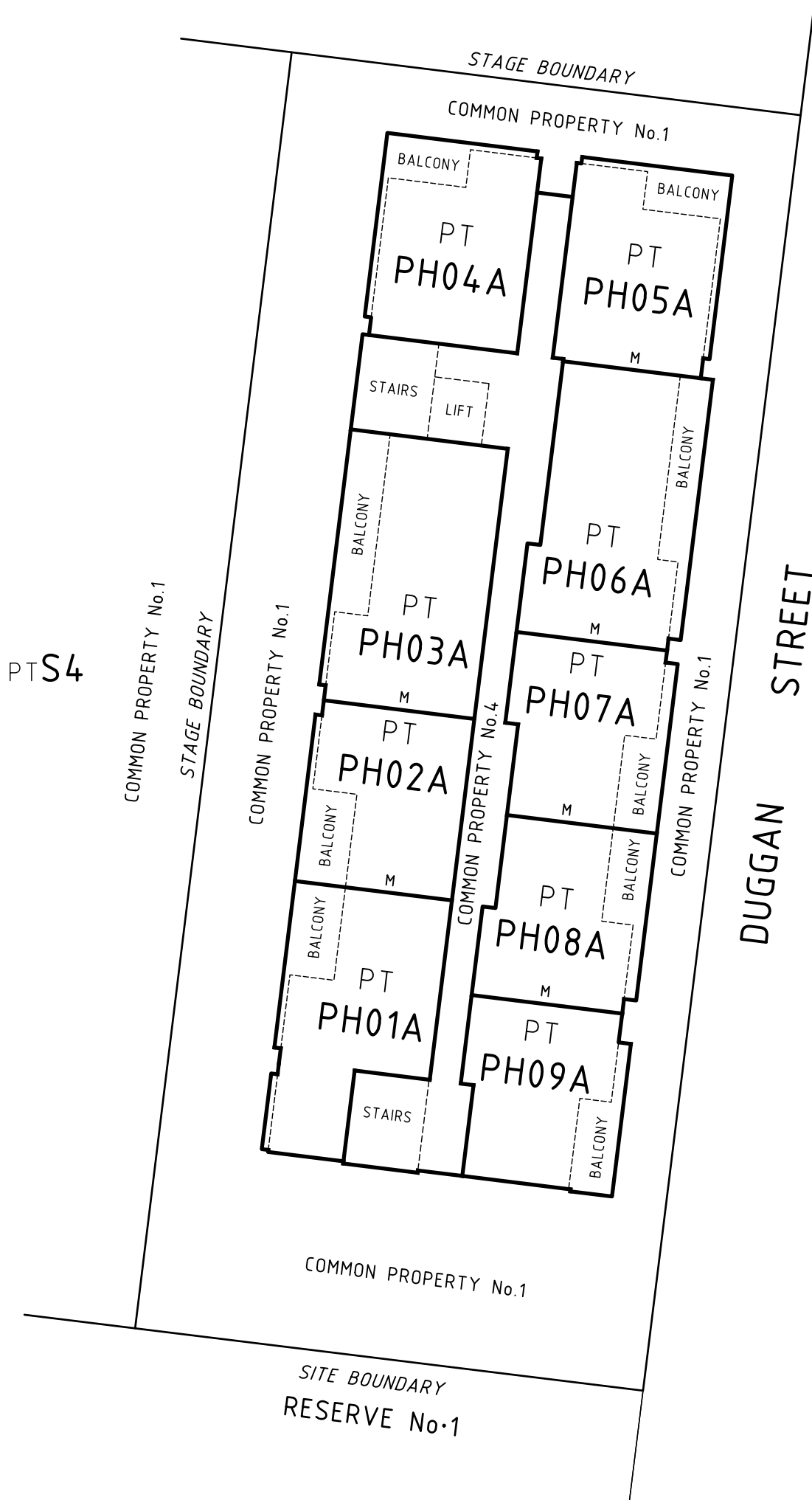
DATE / /

COUNCIL DELEGATE SIGNATURE

DIAGRAM 7
LEVEL 2

PRELIMINARY

STAGES 1 & 2

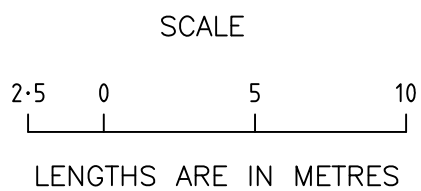


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SHEET 8 OF 10 SHEETS

ORIGINAL
SCALE
1:250



LICENSED SURVEYOR (PRINT) KEVIN J. BARGE

SIGNATURE DIGITALLY SIGNED DATE / /

REF. J023976 VERSION 3

.....

DATE / /

COUNCIL DELEGATE SIGNATURE

OWNERS CORPORATION SCHEDULE	Stage No. 3	Plan Number PS 728974W
------------------------------------	-----------------------	----------------------------------

Owners Corporation No.1 *Plan No. PS 728974W*


Land affected by Owners Corporation: G01A–G11A, 101A–111A, PH01A–PH09A, S4 AND COMMON PROPERTY NO.4

Limitations of Owners Corporation: UNLIMITED

Notations:

PRELIMINARY

Lot			Entitlement			and			Lot			Liability		
Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability						
G01A	140	140	S4	12440	10									
G02A	100	100												
G03A	100	100												
G04A	160	160												
G05A	140	140												
G06A	140	140												
G07A	100	100												
G08A	100	100												
G09A	100	100												
G10A	100	100												
G11A	100	100												
101A	140	140												
102A	100	100												
103A	100	100												
104A	160	160												
105A	140	140												
106A	140	140												
107A	160	160												
108A	100	100												
109A	100	100												
110A	100	100												
111A	100	100												
PH01A	140	140												
PH02A	100	100												
PH03A	160	160												
PH04A	140	140												
PH05A	140	140												
PH06A	160	160												
PH07A	100	100												
PH08A	100	100												
PH09A	100	100												
			Total	16200	3770									

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OWNERS CORPORATION SCHEDULE	Stage No. 3	Plan Number PS 728974W
------------------------------------	-----------------------	----------------------------------

Owners Corporation No.4 *Plan No. PS 728974W*


Land affected by Owners Corporation: G01A–G11A, 101A–111A, PH01A–PH09A AND COMMON PROPERTY NO.4

Limitations of Owners Corporation: UNLIMITED

Notations:
 Only the members of Owners Corporation No.4 are entitled to use Common Property No.4
 Lots in the table below are also affected by Owners Corporation No.1.
 Certificate of title for Common Property No.4 is in the name of Owners Corporation No.1.

PRELIMINARY

Lot			Entitlement			and			Lot			Liability		
Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability						
G01A	140	140												
G02A	100	100												
G03A	100	100												
G04A	160	160												
G05A	140	140												
G06A	140	140												
G07A	100	100												
G08A	100	100												
G09A	100	100												
G10A	100	100												
G11A	100	100												
101A	140	140												
102A	100	100												
103A	100	100												
104A	160	160												
105A	140	140												
106A	140	140												
107A	160	160												
108A	100	100												
109A	100	100												
110A	100	100												
111A	100	100												
PH01A	140	140												
PH02A	100	100												
PH03A	160	160												
PH04A	140	140												
PH05A	140	140												
PH06A	160	160												
PH07A	100	100												
PH08A	100	100												
PH09A	100	100												
Total	3760	3760												

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	VERSION 3	

PLAN OF SUBDIVISION	Stage No. 4	LRS USE ONLY EDITION	Plan Number PS 728974W
----------------------------	-----------------------	--------------------------------	----------------------------------

LOCATION OF LAND

Parish : JIKA JIKA
City of Brunswick

Section : A

Crown Allotment : 48(PART), 49(PART) & 49A(PART)

Crown Portion : -

Title Reference :

Last Plan Reference : P728974W, Lot S2

Postal Address : 8-12 OLIVE YORK WAY
(at time of subdivision) BRUNSWICK WEST VIC 3055

MGA Co-ordinates E 318 523 ZONE : 55
(of approx. centre of land in plan) N 5 818 898

PRELIMINARY

COUNCIL CERTIFICATION

COUNCIL NAME : MORELAND CITY COUNCIL REF :

- THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988
- THIS PLAN IS CERTIFIED UNDER SECT. 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.

PUBLIC 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

(iv) THE REQUIREMENT HAS BEEN SATISFIED FOR

COUNCIL DELEGATE signature print name

COUNCIL SEAL

DATE : / /

THIS PLAN IS RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988.

COUNCIL DELEGATE signature print name

COUNCIL SEAL

DATE : / /

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

ALL INTERNAL SERVICE DUCTS, PIPE SHAFTS AND COLUMNS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No.1. NOTE THAT THE POSITIONS OF THESE DUCTS, SHAFTS AND COLUMNS HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS.
SEE OWNERS CORPORATION SEARCH REPORT(S) FOR DETAILS.

DISCLAIMER:
WARNING: THIS PLAN IS UNREGISTERED AT LAND REGISTRY AND HAS BEEN PREPARED FROM ARCHITECTURAL DRAWINGS ENDORSED AS PART OF PLANNING PERMIT ISSUED BY COUNCIL.

THIS PLAN MAY BE SUBJECT TO THE FOLLOWING ALTERATIONS:
i) THOSE REQUESTED BY COUNCIL AND/OR STATUTORY AUTHORITIES;
ii) THOSE ONCE THE BUILDINGS HAVE BEEN CONSTRUCTED;
iii) THOSE REQUESTED BY LAND REGISTRY PRIOR TO REGISTRATION OF THE PLAN.
CHARTER KECK CRAMER ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR ANY LOSS OR DAMAGE SUFFERED HOWSOEVER ARISING TO ANY PERSON OR CORPORATION WHO MAY USE OR RELY UPON THIS PLAN FOR ANY OTHER REASON.
THIS PLAN MUST NOT BE REPRODUCED EXCEPT:
a) FROM THE ELECTRONIC VERSION OR COPY HELD BY CHARTER KECK CRAMER, AND
b) UNLESS THE REPRODUCTION INCLUDES THIS NOTE.

NOTATIONS

Staging : THIS IS A STAGED SUBDIVISION
PLANNING PERMIT No. -

DEPTH LIMITATION: 15.24 METRES BELOW THE SURFACE

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.
LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:

MEDIAN: BOUNDARIES MARKED 'M'
INTERIOR FACE: ALL OTHER BOUNDARIES

COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT LOTS BLG01-BLG07, BG01-BG20, B101-B120, B201-B218, B301-B318, B401-B414, BPH501-BPH512, COMMON PROPERTY No.5 AND INCLUDES THE STRUCTURE OF THOSE WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES.

CP1 DENOTES COMMON PROPERTY No.1
CP5 DENOTES COMMON PROPERTY No.5
B DENOTES BALCONY
CY DENOTES COURTYARD

THIS IS A SPEAR PLAN

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

EASEMENT INFORMATION				
LEGEND: A – APPURTENANT EASEMENT E – ENCUMBERING EASEMENT R – ENCUMBERING EASEMENT (ROAD)				
SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL OF THE LAND IN THIS PLAN				
EASEMENT REFERENCE	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 19 SHEETS

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LICENSED SURVEYOR (PRINT) **KEVIN J. BARGE**

SIGNATURE DIGITALLY SIGNED DATE / /

REF. J023976 VERSION 3 12/12/14

DATE / /

COUNCIL DELEGATE SIGNATURE

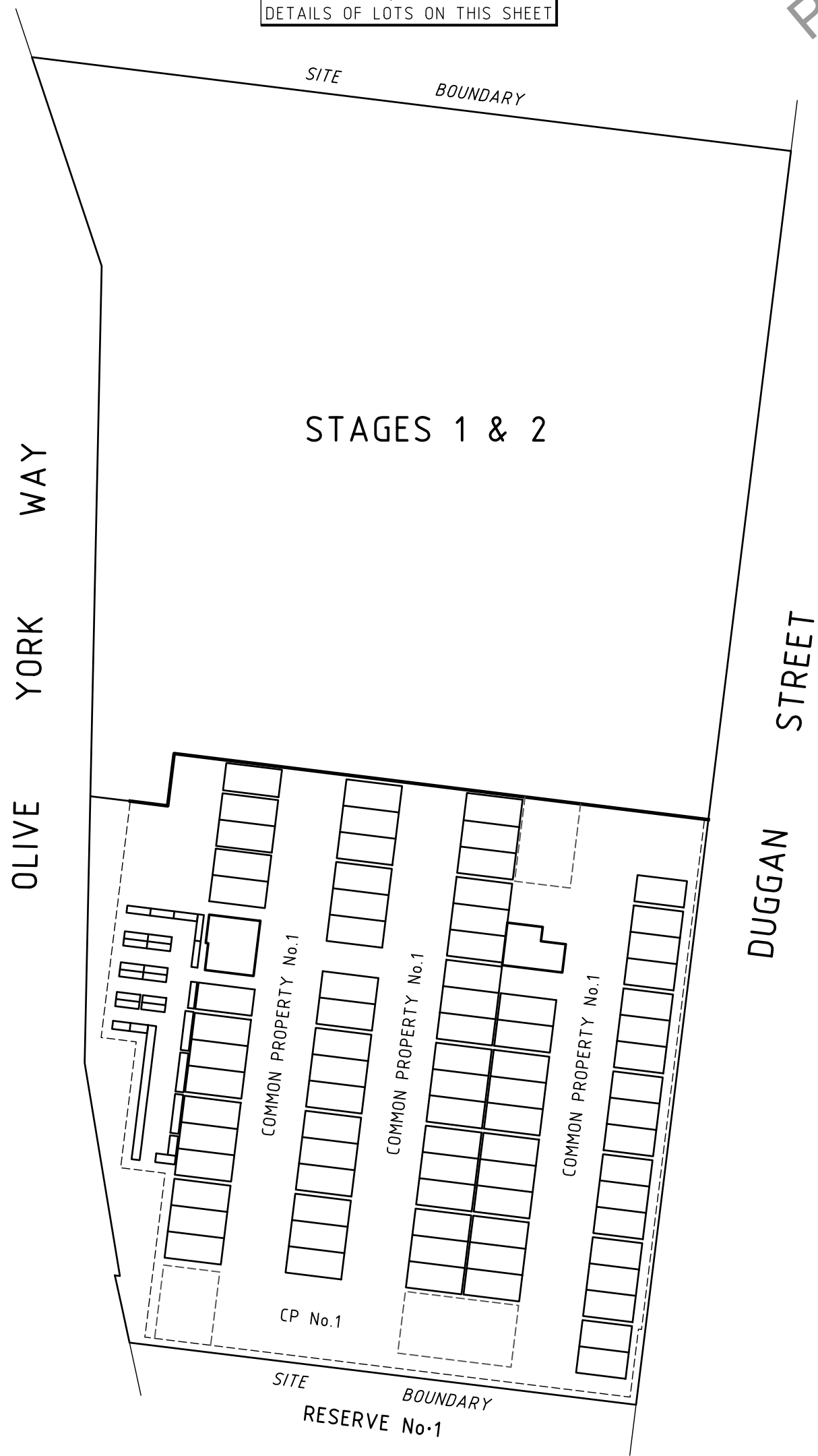
ORIGINAL SHEET SIZE A3

DIAGRAM 1
BASEMENT LEVEL

SEE SHEETS 3,4&5 FOR FURTHER
DETAILS OF LOTS ON THIS SHEET

PRELIMINARY

MGA94 ZONE 55



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SHEET 2 OF 19 SHEETS

ORIGINAL
SCALE
1:500

SCALE

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) KEVIN J. BARGE

SIGNATURE DIGITALLY SIGNED DATE / /

REF. J023976 VERSION 3

.....

DATE / /

COUNCIL DELEGATE SIGNATURE

PRELIMINARY

DIAGRAM 2

BASEMENT LEVEL - WEST

STAGE BOUNDARY

WAY
YORK
ENLTO

SEE DIAGRAM 4 FOR FURTHER DETAILS OF STORAGE CAGES

BIKE STORAGE

COMMON PROPERTY No.5

COMMON PROPERTY No.1

COMMON PROPERTY No.1

SEE SHEET 4

BIKE STORAGE

COMMON PROPERTY No.1

RAMP

SITE BOUNDARY

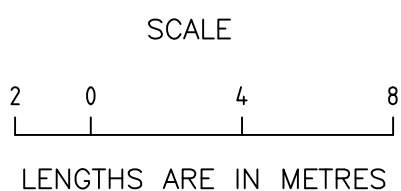


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SHEET 3 OF 19 SHEETS

ORIGINAL
SCALE
1:200
SHEET SIZE
A3



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SIGNATURE DIGITALLY SIGNED DATE / /
REF. J023976 VERSION 3

DATE / /
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

Stage No.
4

Plan Number
PS 728974W

DIAGRAM 3
BASEMENT LEVEL - EAST

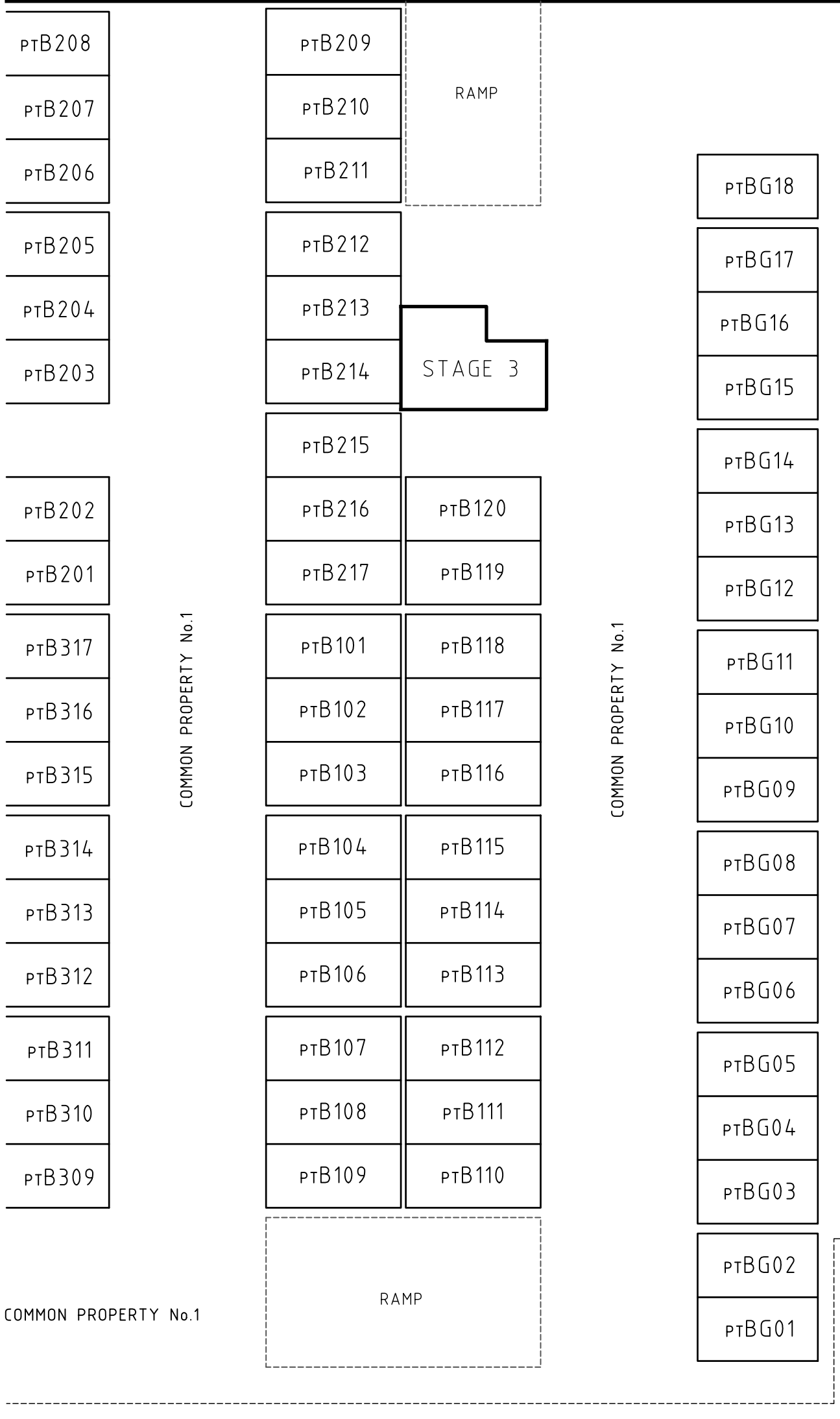
PRELIMINARY

DUGGAN STREET



STAGE BOUNDARY

SITE BOUNDARY



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SHEET 4 OF 19 SHEETS

ORIGINAL	SCALE
SCALE	SHEET SIZE
1:200	A3
LENGTHS ARE IN METRES	



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SIGNATURE DIGITALLY SIGNED DATE / /
REF. J023976 VERSION 3

.....
DATE / /
COUNCIL DELEGATE SIGNATURE

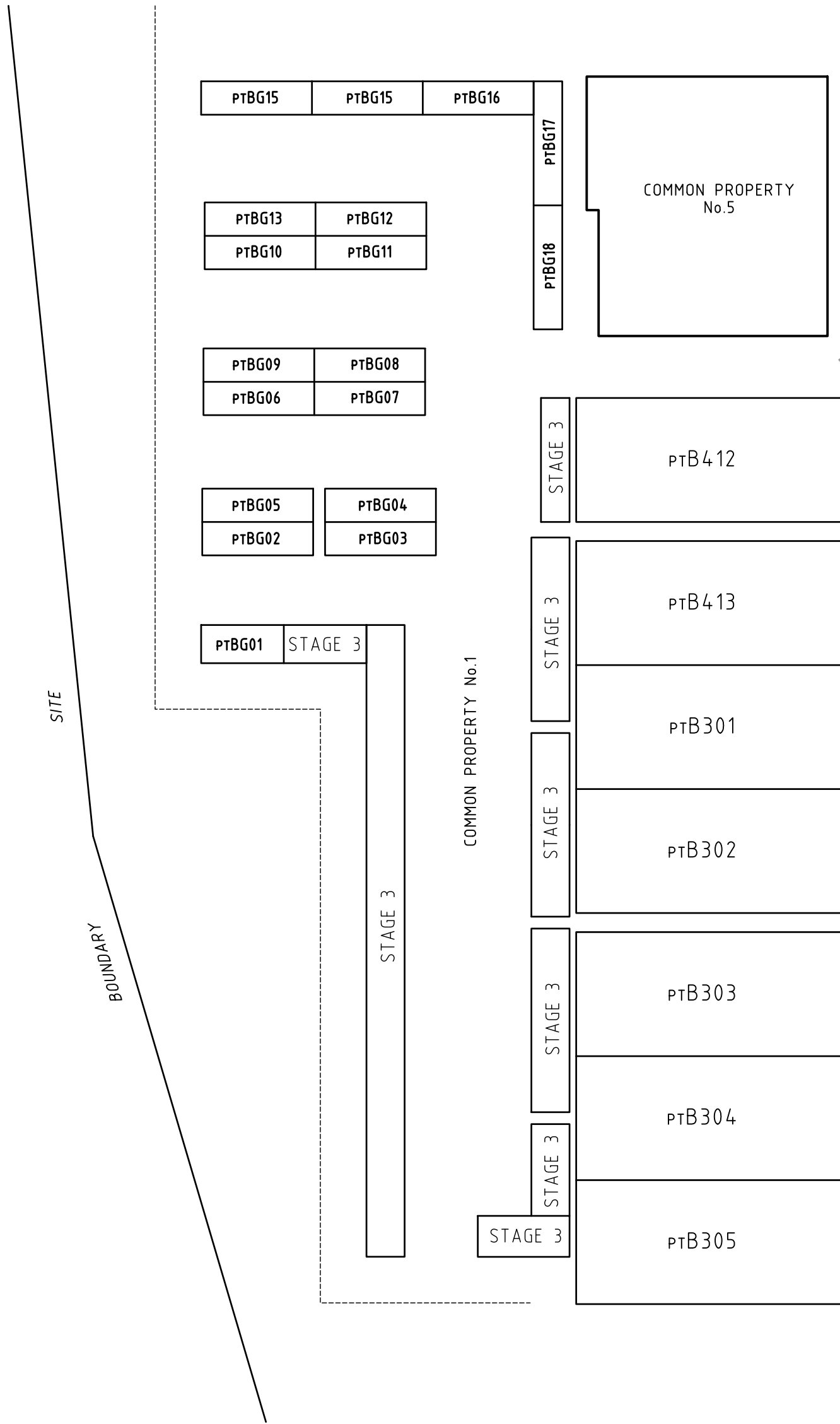
PLAN OF SUBDIVISION

Stage No.
4

Plan Number
PS 728974W

DIAGRAM 4
BASEMENT LEVEL

PRELIMINARY

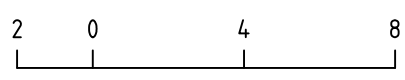


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SHEET 5 OF 19 SHEETS

ORIGINAL	SCALE
SCALE	SHEET SIZE
1:200	A3
LENGTHS ARE IN METRES	



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SIGNATURE DIGITALLY SIGNED DATE / /
REF. J023976 VERSION 3

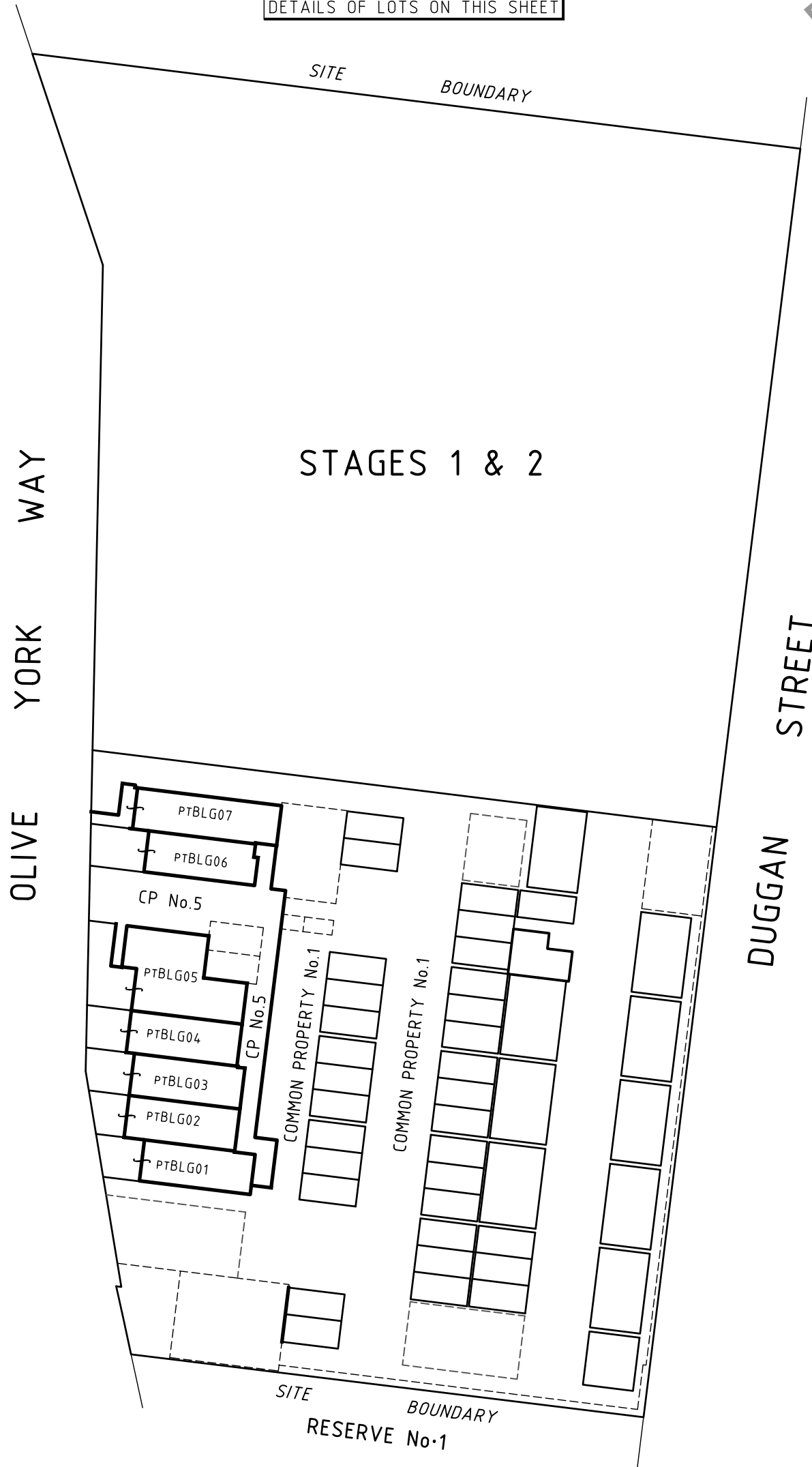
.....
DATE / /
COUNCIL DELEGATE SIGNATURE

DIAGRAM 5
LOWER GROUND LEVEL

SEE DIAGRAM 6 FOR FURTHER
DETAILS OF LOTS ON THIS SHEET

PRELIMINARY

MGA94 ZONE 55



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SHEET 6 OF 19 SHEETS

ORIGINAL
SCALE
1:500

SCALE
5 0 10 20
LENGTHS ARE IN METRES

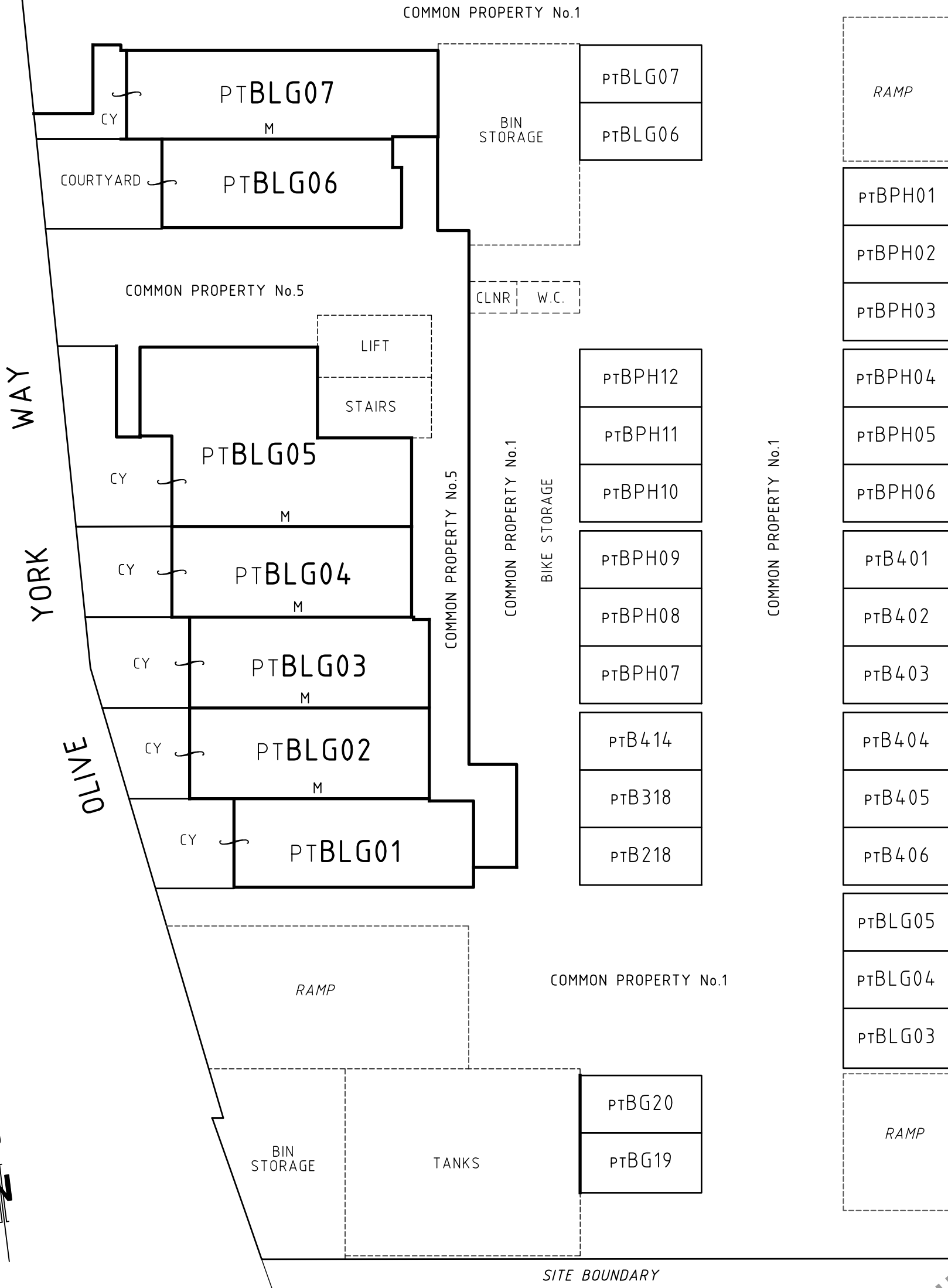
LICENSED SURVEYOR (PRINT) KEVIN J. BARGE
SIGNATURE DIGITALLY SIGNED DATE / /
REF. J023976 VERSION 3

.....
DATE / /
COUNCIL DELEGATE SIGNATURE

DIAGRAM 6

LOWER GROUND LEVEL - WEST

STAGE BOUNDARY



SEE SHEET 8

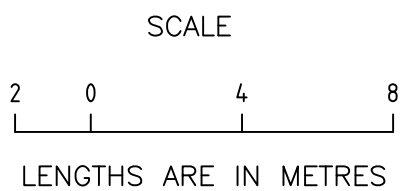
PRELIMINARY

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SHEET 7 OF 19 SHEETS

ORIGINAL
SCALE SHEET SIZE
1:200 A3



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REF. J023976 VERSION 3

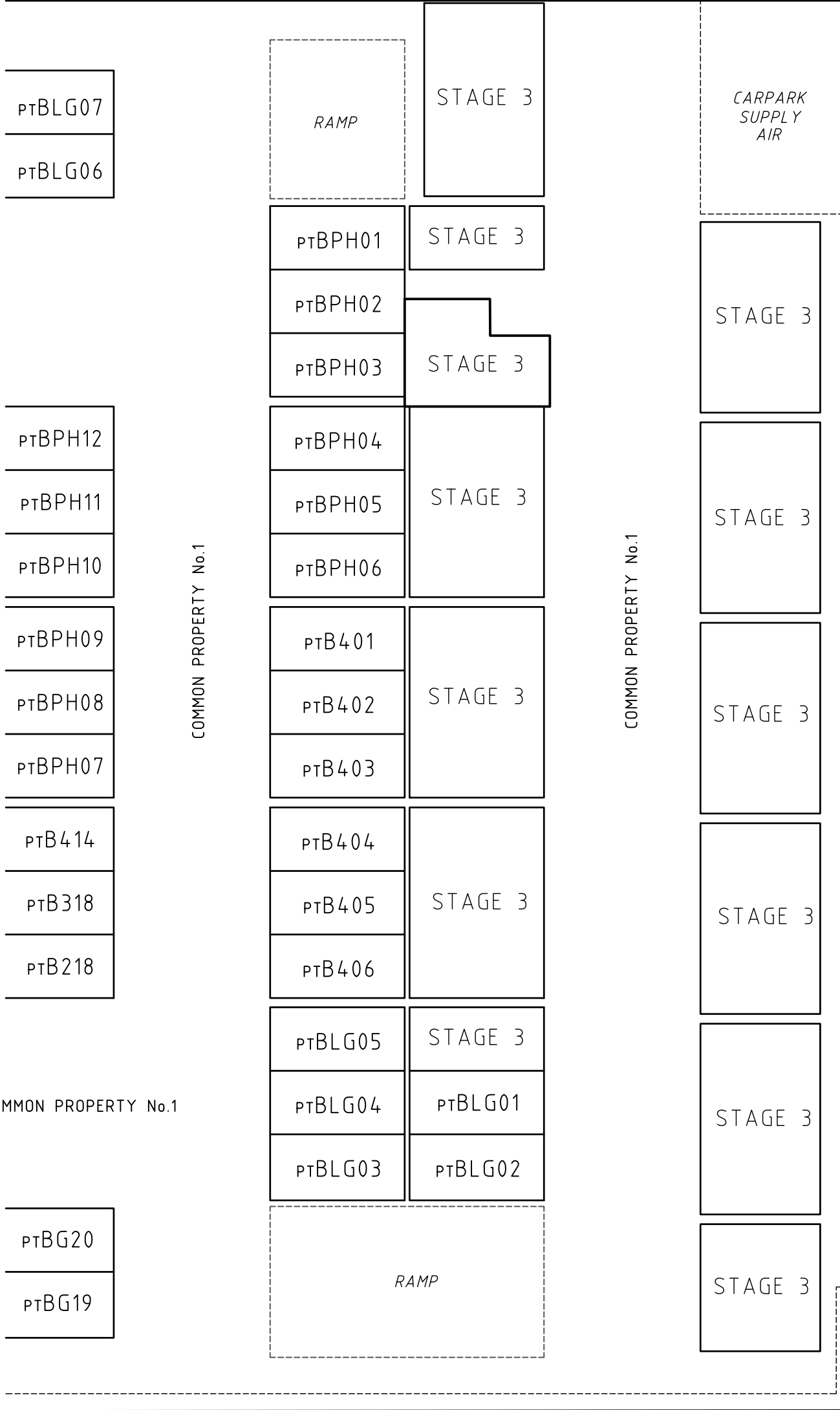
DATE / /
COUNCIL DELEGATE SIGNATURE

DIAGRAM 7

LOWER GROUND LEVEL - EAST

STAGE BOUNDARY

PRELIMINARY



SEE SHEET 7



COMMON PROPERTY No.1

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SHEET 8 OF 19 SHEETS

ORIGINAL
SCALE
1:200

SCALE

2 0 4 8

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) KEVIN J. BARGE

SIGNATURE DIGITALLY SIGNED DATE / /

REF. J023976

VERSION 3

DATE / /

COUNCIL DELEGATE SIGNATURE

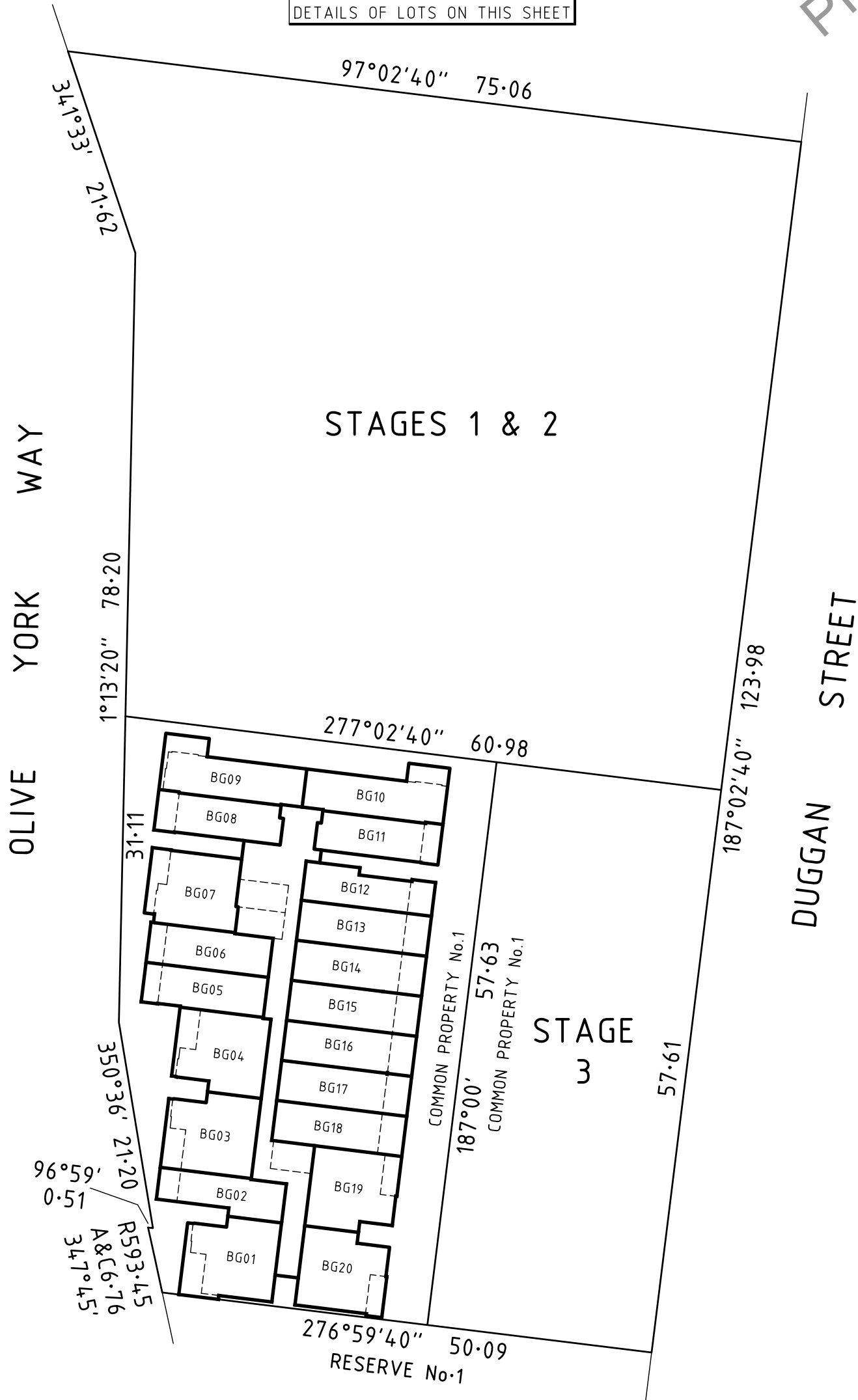
PRELIMINARY

DIAGRAM 8

GROUND LEVEL & GROUND STOREY

SEE DIAGRAM 9 FOR FURTHER
DETAILS OF LOTS ON THIS SHEET

MGA94 ZONE 55



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SHEET 9 OF 19 SHEETS

ORIGINAL
SCALE
1:500

SCALE
5 0 10 20
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) KEVIN J. BARGE
SIGNATURE DIGITALLY SIGNED DATE / /
REF. J023976 VERSION 3

DATE / /
COUNCIL DELEGATE SIGNATURE

PRELIMINARY

DIAGRAM 9
GROUND LEVEL & GROUND STOREY

STAGES 1 & 2

STAGE 3

MG94 ZONE 55



YORK WAY

OLIVE

37.85

1°13'20"

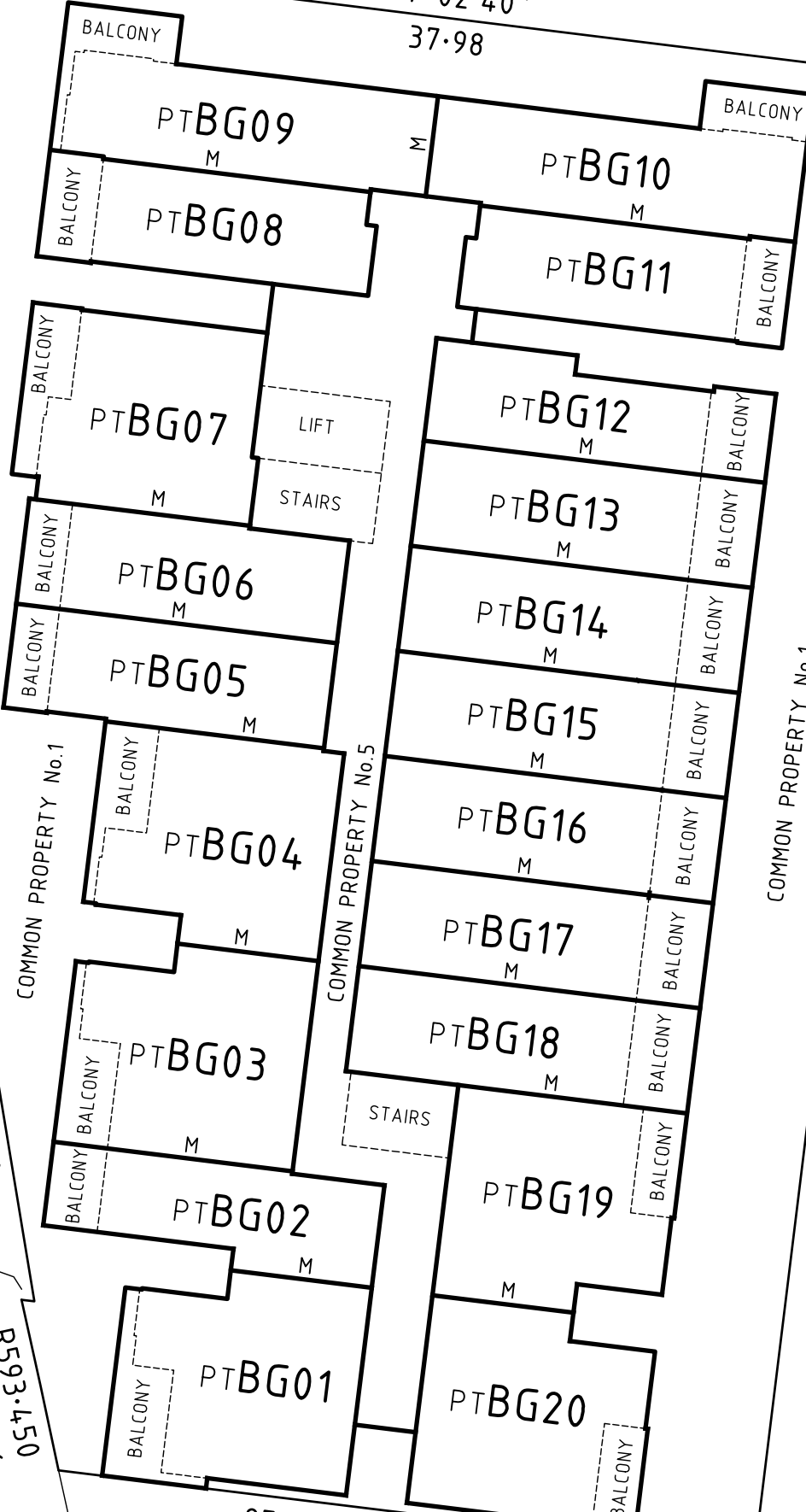
350°36'

21.20

96°59'0.51"

R593.450
A&C 6.76
347°45'

277°02'40"
37.98



187°00'
57.63

COMMON PROPERTY No.1

RESERVE No.1

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SHEET 10 OF 19 SHEETS

ORIGINAL

SCALE

LICENSED SURVEYOR (PRINT)

KEVIN J. BARGE

SCALE SHEET SIZE



SIGNATURE DIGITALLY SIGNED DATE / /

DATE / /

1:250 A3

LENGTHS ARE IN METRES

REF. J023976

VERSION 3

COUNCIL DELEGATE SIGNATURE

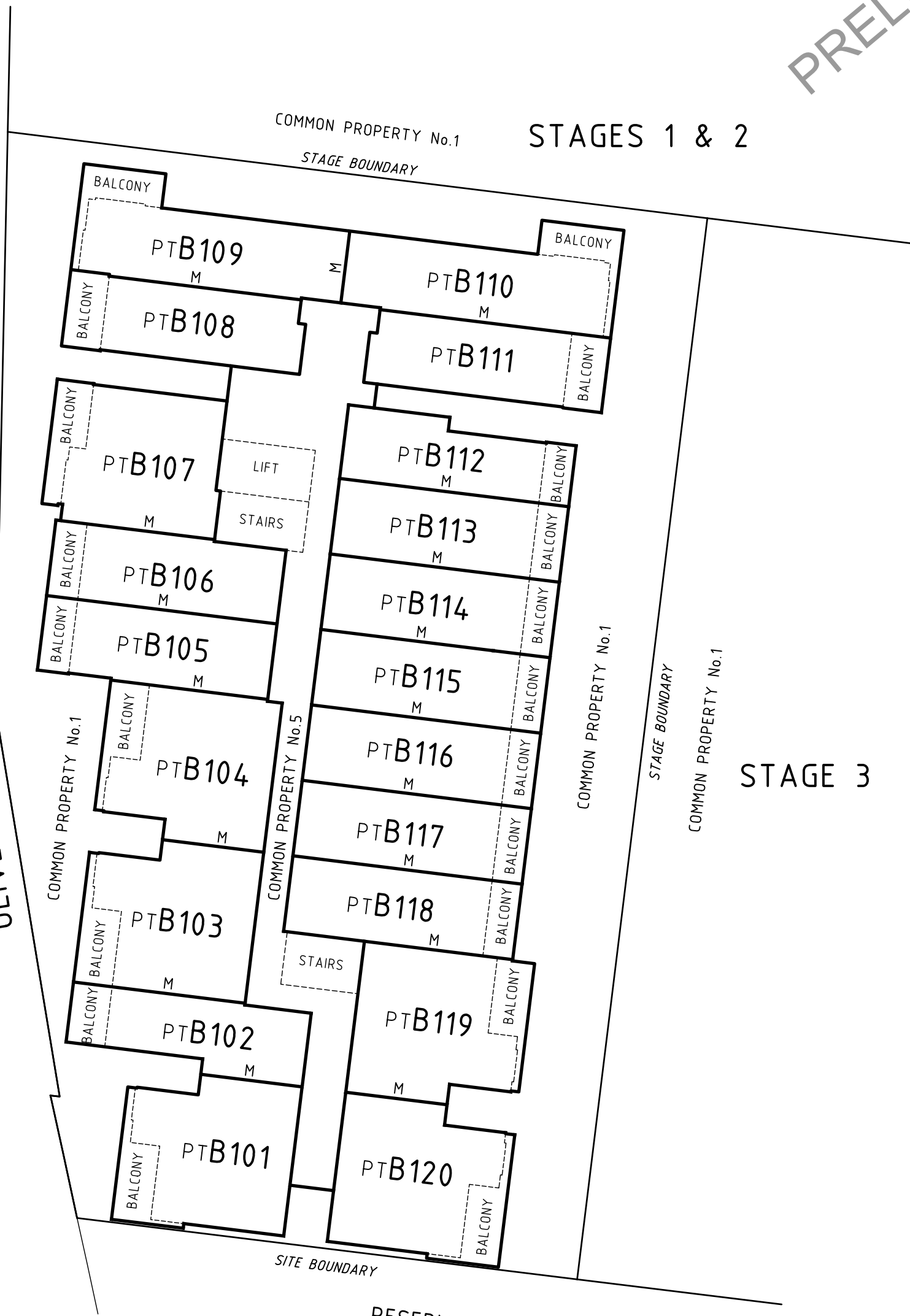
DIAGRAM 10
LEVEL 1

PRELIMINARY

MGA94 ZONE 55



YORK WAY
OLIVE



CHARTER.
KECK CRAMER

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SHEET 11 OF 19 SHEETS

ORIGINAL	SCALE
SCALE	SHEET SIZE
1:250	A3

2.5 0 5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) KEVIN J. BARGE

SIGNATURE DIGITALLY SIGNED DATE / /

REF. J023976 VERSION 3

.....

DATE / /

COUNCIL DELEGATE SIGNATURE

DIAGRAM 11
LEVEL 2

PRELIMINARY

STAGE 1 & 2

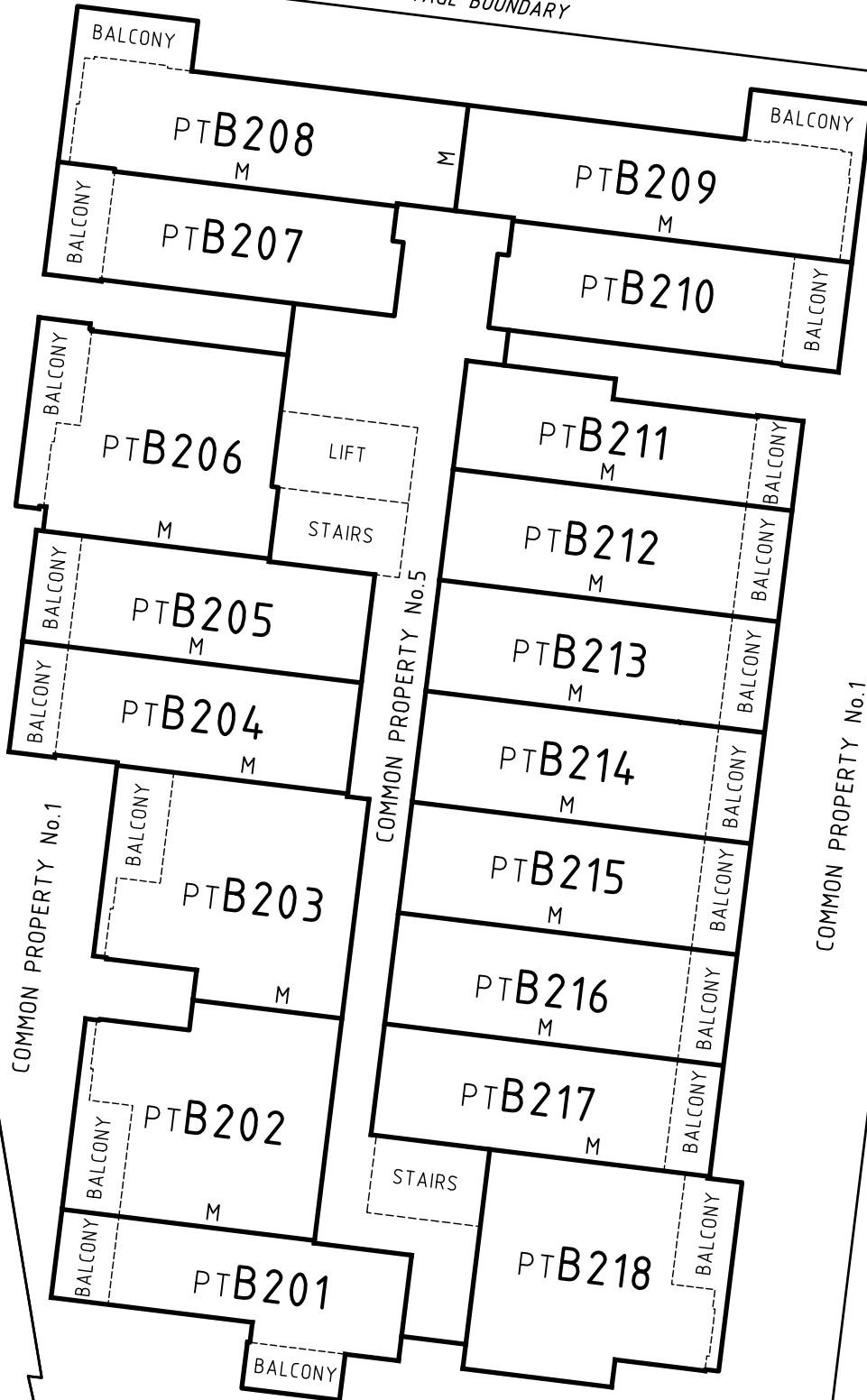
STAGE 3

MGA94 ZONE 55



YORK WAY

OLIVE

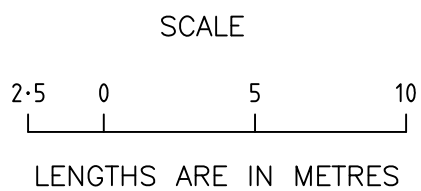


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SHEET 12 OF 19 SHEETS

ORIGINAL
SCALE
1:250



LICENSED SURVEYOR (PRINT) KEVIN J. BARGE

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REF. J023976 VERSION 3

.....

DATE / /

COUNCIL DELEGATE SIGNATURE

DIAGRAM 12
LEVEL 3

PRELIMINARY

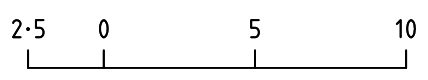


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SHEET 13 OF 19 SHEETS

ORIGINAL	SCALE
SCALE	SHEET SIZE
1:250	A3
LENGTHS ARE IN METRES	



LICENSED SURVEYOR (PRINT) KEVIN J. BARGE

SIGNATURE DIGITALLY SIGNED DATE / /

REF. J023976

VERSION 3

.....

DATE / /

COUNCIL DELEGATE SIGNATURE

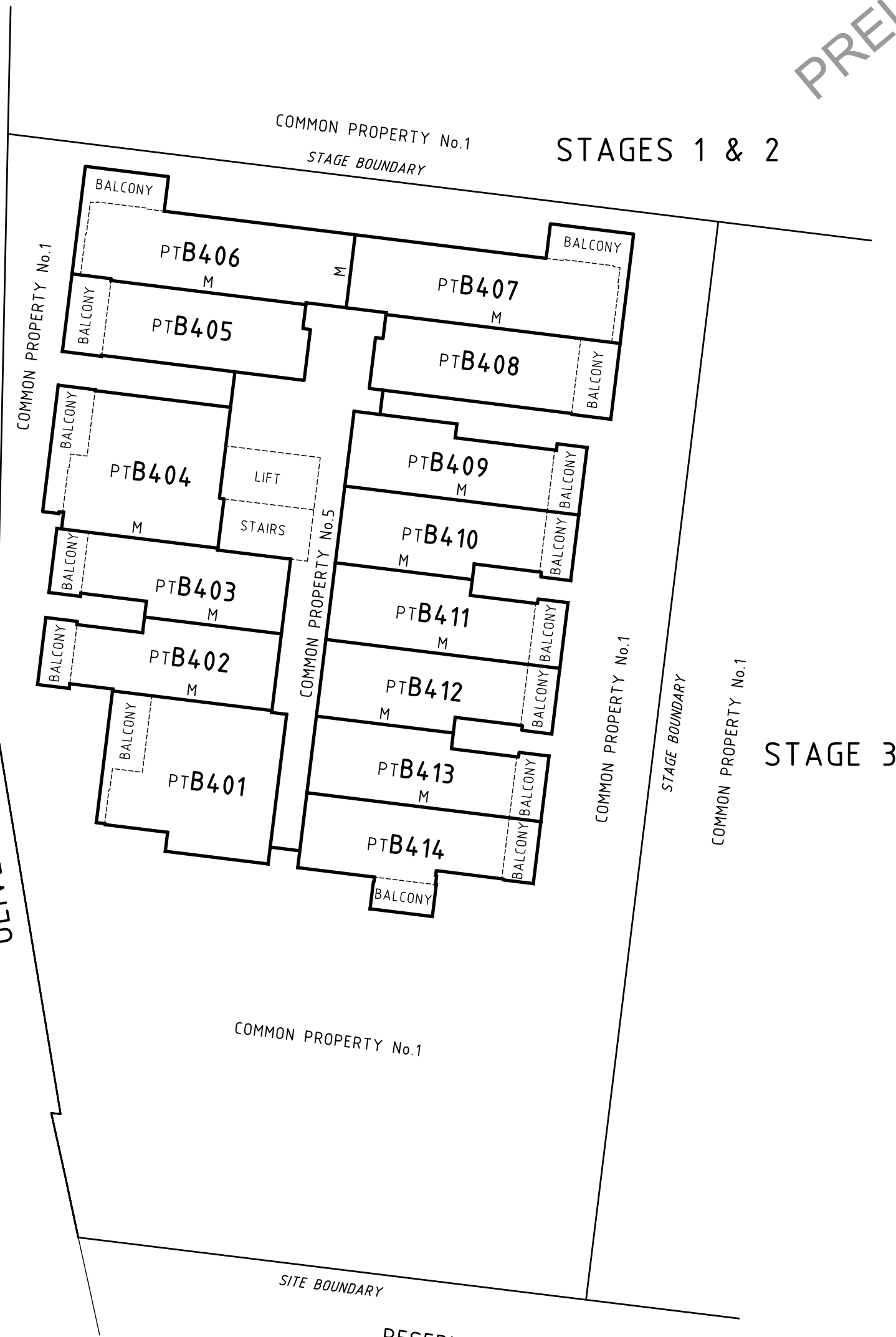
DIAGRAM 13
LEVEL 4

PRELIMINARY

MGA94 ZONE 55



YORK WAY
OLIVE

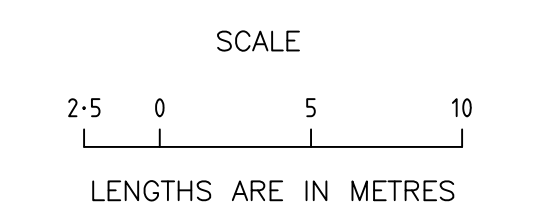


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SHEET 14 OF 19 SHEETS

ORIGINAL
SCALE
1:250



LICENSED SURVEYOR (PRINT) KEVIN J. BARGE

SIGNATURE DIGITALLY SIGNED DATE / /

REF. J023976 VERSION 3

.....

DATE / /

COUNCIL DELEGATE SIGNATURE

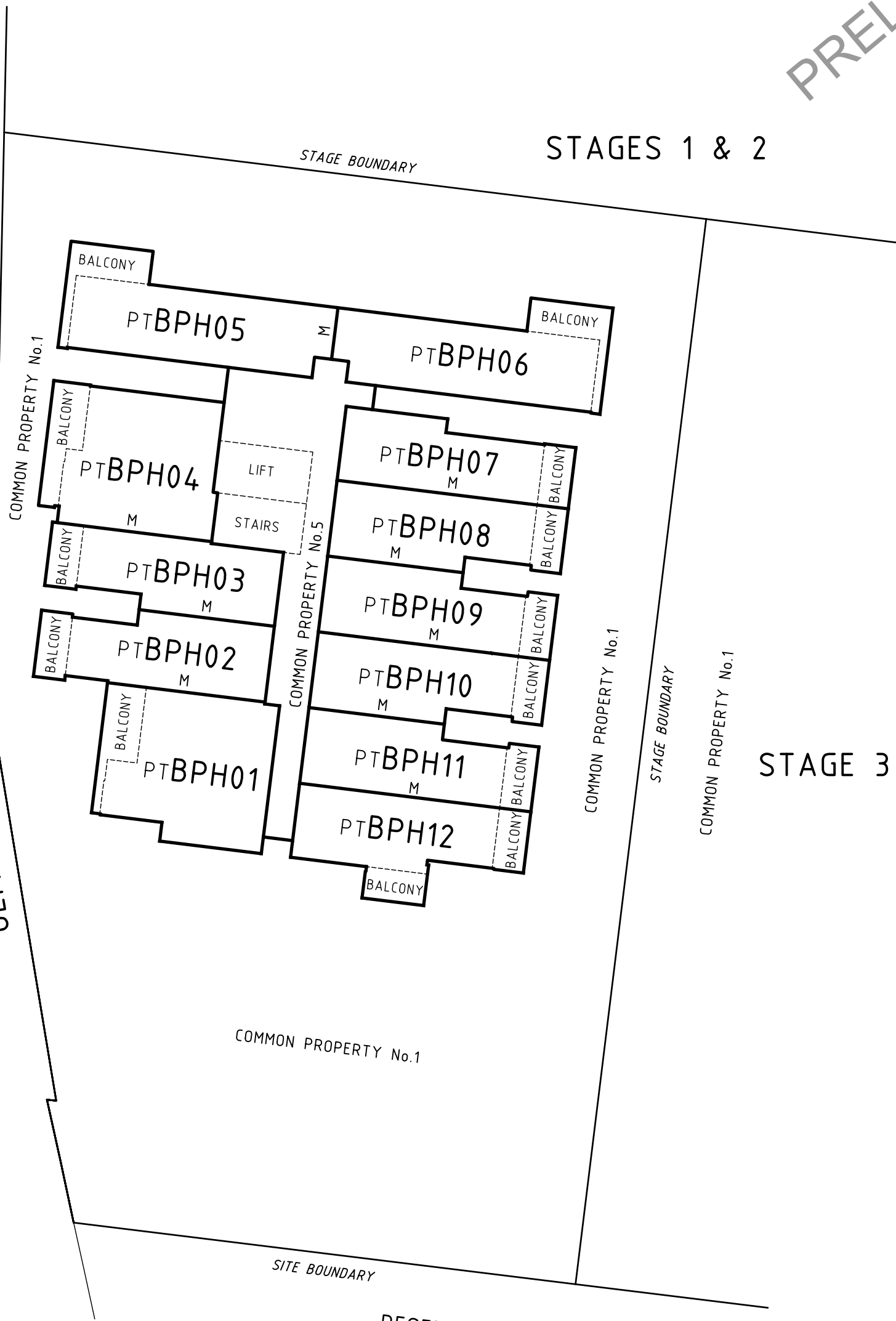
DIAGRAM 14
LEVEL 5

PRELIMINARY

MGA94 ZONE 55



OLIVE
WAY
YORK

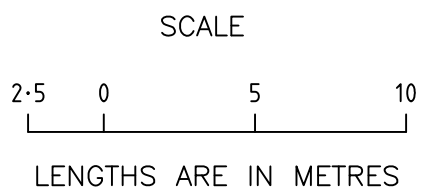


CHARTER.
KECK CRAMER

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SHEET 15 OF 19 SHEETS

ORIGINAL
SCALE
1:250



LICENSED SURVEYOR (PRINT) KEVIN J. BARGE

SIGNATURE DIGITALLY SIGNED DATE / /

REF. J023976 VERSION 3

.....

DATE / /

COUNCIL DELEGATE SIGNATURE

OWNERS CORPORATION SCHEDULE	Stage No. 4	Plan Number PS 728974W
------------------------------------	-----------------------	----------------------------------

Owners Corporation No.1 *Plan No. PS 728974W*


Land affected by Owners Corporation: BLG01–BLG07, BG01–BG20, B101–B120, B201–B218, B301–B318, B401–B414, BPH01–BPH12 AND COMMON PROPERTY NO.5

Limitations of Owners Corporation: UNLIMITED

Notations:

PRELIMINARY

Lot			Entitlement			and			Lot			Liability		
Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
BLG01	100	100	B101	140	140	B201	100	100						
BLG02	100	100	B102	100	100	B202	140	140						
BLG03	100	100	B103	140	140	B203	140	140						
BLG04	100	100	B104	140	140	B204	100	100						
BLG05	160	160	B105	100	100	B205	100	100						
BLG06	100	100	B106	100	100	B206	140	140						
BLG07	140	140	B107	140	140	B207	100	100						
			B108	100	100	B208	140	140						
BG01	140	140	B109	140	140	B209	140	140						
BG02	100	100	B110	140	140	B210	100	100						
BG03	140	140	B111	100	100	B211	100	100						
BG04	140	140	B112	100	100	B212	100	100						
BG05	100	100	B113	100	100	B213	100	100						
BG06	100	100	B114	100	100	B214	100	100						
BG07	140	140	B115	100	100	B215	100	100						
BG08	100	100	B116	100	100	B216	100	100						
BG09	140	140	B117	100	100	B217	100	100						
BG10	140	140	B118	100	100	B218	140	140						
BG11	100	100	B119	140	140									
BG12	100	100	B120	140	140									
BG13	100	100												
BG14	100	100												
BG15	100	100												
BG16	100	100												
BG17	100	100												
BG18	100	100												
BG19	140	140												
BG20	140	140												
Total														

 <p>Level 19/8 Exhibition Street, Melbourne Victoria 3000 Telephone 03 8102 8888 www.charterkc.com.au</p>	LICENSED SURVEYOR (PRINT) <u>KEVIN J. BARGE</u> SIGNATURE DIGITALLY SIGNED DATE / / REF. J023976 VERSION 3	SHEET 16 OF 19 SHEETS DATE / / COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

OWNERS CORPORATION SCHEDULE

Stage No.
4

Plan Number
PS 728974W

Owners Corporation No.1

Plan No. PS 728974W

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
B301	100	100	BPH01	140	140			
B302	140	140	BPH02	100	100			
B303	140	140	BPH03	100	100			
B304	100	100	BPH04	140	140			
B305	100	100	BPH05	140	140			
B306	140	140	BPH06	140	140			
B307	100	100	BPH07	100	100			
B308	140	140	BPH08	100	100			
B309	140	140	BPH09	100	100			
B310	100	100	BPH10	100	100			
B311	100	100	BPH11	100	100			
B312	100	100	BPH12	100	100			
B313	100	100						
B314	100	100						
B315	100	100						
B316	100	100						
B317	100	100						
B318	140	140						
B401	140	140						
B402	100	100						
B403	100	100						
B404	140	140						
B405	100	100						
B406	140	140						
B407	140	140						
B408	100	100						
B409	100	100						
B410	100	100						
B411	100	100						
B412	100	100						
B413	100	100						
B414	100	100						
			Total	12440	12440			

PRELIMINARY

CHARTER.
KECK CRAMER

Level 19/8 Exhibition Street, Melbourne Victoria 3000
Telephone 03 8102 8888 www.charterkc.com.au

LICENSED SURVEYOR (PRINT) KEVIN J. BARGE

SIGNATURE DIGITALLY SIGNED DATE / /

REF. J023976

VERSION 3

SHEET 17 OF 19 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

OWNERS CORPORATION SCHEDULE	Stage No. 4	Plan Number PS 728974W
------------------------------------	-----------------------	----------------------------------

Owners Corporation No.5 *Plan No. PS 728974W*

Land affected by Owners Corporation: BLG01–BLG07, BG01–BG20, B101–B120, B201–B218, B301–B318, B401–B414, BPH01–BPH12 AND COMMON PROPERTY NO.5

Limitations of Owners Corporation: LIMITED TO COMMON PROPERTY

Notations:
 Only the members of Owners Corporation No.5 are entitled to use Common Property No.5

 Lots in the table below are also affected by Owners Corporation No.1.
 Certificate of title for Common Property No.3 is in the name of Owners Corporation No.1.

PRELIMINARY

Lot Entitlement and Liability			and			Lot Entitlement and Liability		
Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
BLG01	100	100	B101	140	140	B201	100	100
BLG02	100	100	B102	100	100	B202	140	140
BLG03	100	100	B103	140	140	B203	140	140
BLG04	100	100	B104	140	140	B204	100	100
BLG05	160	160	B105	100	100	B205	100	100
BLG06	100	100	B106	100	100	B206	140	140
BLG07	140	140	B107	140	140	B207	100	100
			B108	100	100	B208	140	140
BG01	140	140	B109	140	140	B209	140	140
BG02	100	100	B110	140	140	B210	100	100
BG03	140	140	B111	100	100	B211	100	100
BG04	140	140	B112	100	100	B212	100	100
BG05	100	100	B113	100	100	B213	100	100
BG06	100	100	B114	100	100	B214	100	100
BG07	140	140	B115	100	100	B215	100	100
BG08	100	100	B116	100	100	B216	100	100
BG09	140	140	B117	100	100	B217	100	100
BG10	140	140	B118	100	100	B218	140	140
BG11	100	100	B119	140	140			
BG12	100	100	B120	140	140			
BG13	100	100						
BG14	100	100						
BG15	100	100						
BG16	100	100						
BG17	100	100						
BG18	100	100						
BG19	140	140						
BG20	140	140						
Total								

<p style="text-align: center; font-size: 1.5em; font-weight: bold; margin: 0;">CHARTER.</p> <p style="text-align: center; font-weight: bold; margin: 0;">KECK CRAMER</p> <p style="font-size: 0.8em; margin: 0;">Level 19/8 Exhibition Street, Melbourne Victoria 3000 Telephone 03 8102 8888 www.charterkc.com.au</p>	LICENSED SURVEYOR (PRINT) <u>KEVIN J. BARGE</u>	SHEET 18 OF 19 SHEETS
	SIGNATURE DIGITALLY SIGNED DATE / /	DATE / /
	REF. J023976	COUNCIL DELEGATE SIGNATURE
	VERSION 3	ORIGINAL SHEET SIZE A3

OWNERS CORPORATION SCHEDULE

Stage No.

4

Plan Number

PS 728974W

Owners Corporation No.5

Plan No. PS 728974W

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
B301	100	100	BPH01	140	140			
B302	140	140	BPH02	100	100			
B303	140	140	BPH03	100	100			
B304	100	100	BPH04	140	140			
B305	100	100	BPH05	140	140			
B306	140	140	BPH06	140	140			
B307	100	100	BPH07	100	100			
B308	140	140	BPH08	100	100			
B309	140	140	BPH09	100	100			
B310	100	100	BPH10	100	100			
B311	100	100	BPH11	100	100			
B312	100	100	BPH12	100	100			
B313	100	100						
B314	100	100						
B315	100	100						
B316	100	100						
B317	100	100						
B318	140	140						
B401	140	140						
B402	100	100						
B403	100	100						
B404	140	140						
B405	100	100						
B406	140	140						
B407	140	140						
B408	100	100						
B409	100	100						
B410	100	100						
B411	100	100						
B412	100	100						
B413	100	100						
B414	100	100						
			Total	12440	12440			

PRELIMINARY

CHARTER.
KECK CRAMER

Level 19/8 Exhibition Street, Melbourne Victoria 3000
Telephone 03 8102 8888 www.charterkc.com.au

LICENSED SURVEYOR (PRINT) KEVIN J. BARGE

SIGNATURE DIGITALLY SIGNED DATE / /

REF. J023976

VERSION 3

SHEET 19 OF 19 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

Register Search Statement - Volume 11172 Folio 971

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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 (Title Search) Transfer of Land Act 1958

VOLUME 11172 FOLIO 971

Security no : 124054041337U
Produced 12/02/2015 11:19 am

LAND DESCRIPTION

Lot S2 on Plan of Subdivision 606542K.

PARENT TITLES :

Volume 06207 Folio 343 Volume 06537 Folio 222 Volume 08858 Folio 652

Volume 08997 Folio 826

Created by instrument PS606542K 26/11/2009

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

DSI NOMINEES (VIC) PTY LTD of LEVEL 10 650 CHAPEL STREET SOUTH YARRA VIC
3141

AL240780M 21/07/2014

ENCUMBRANCES, CAVEATS AND NOTICES

1. MORTGAGE AL406361M 07/10/2014
WESTPAC BANKING CORPORATION

2. MORTGAGE AL240781K 21/07/2014
R FINANCE PTY LTD

VARIATION OF PRIORITY AL406362K 07/10/2014

CAVEAT AL568644R 17/12/2014

Caveator

CITIPower PTY

Grounds of Claim

LEASE WITH THE FOLLOWING PARTIES AND DATE.

Parties

THE REGISTERED PROPRIETOR(S)

Date

15/12/2014

Estate or Interest

LEASEHOLD ESTATE

Prohibition

ANY INSTRUMENT THAT AFFECTS MY/OUR INTEREST

Lodged by

CITIPower PTY


Notices to

CITIPower PTY of LEVEL 8 40 MARKET STREET MELBOURNE VIC 3000

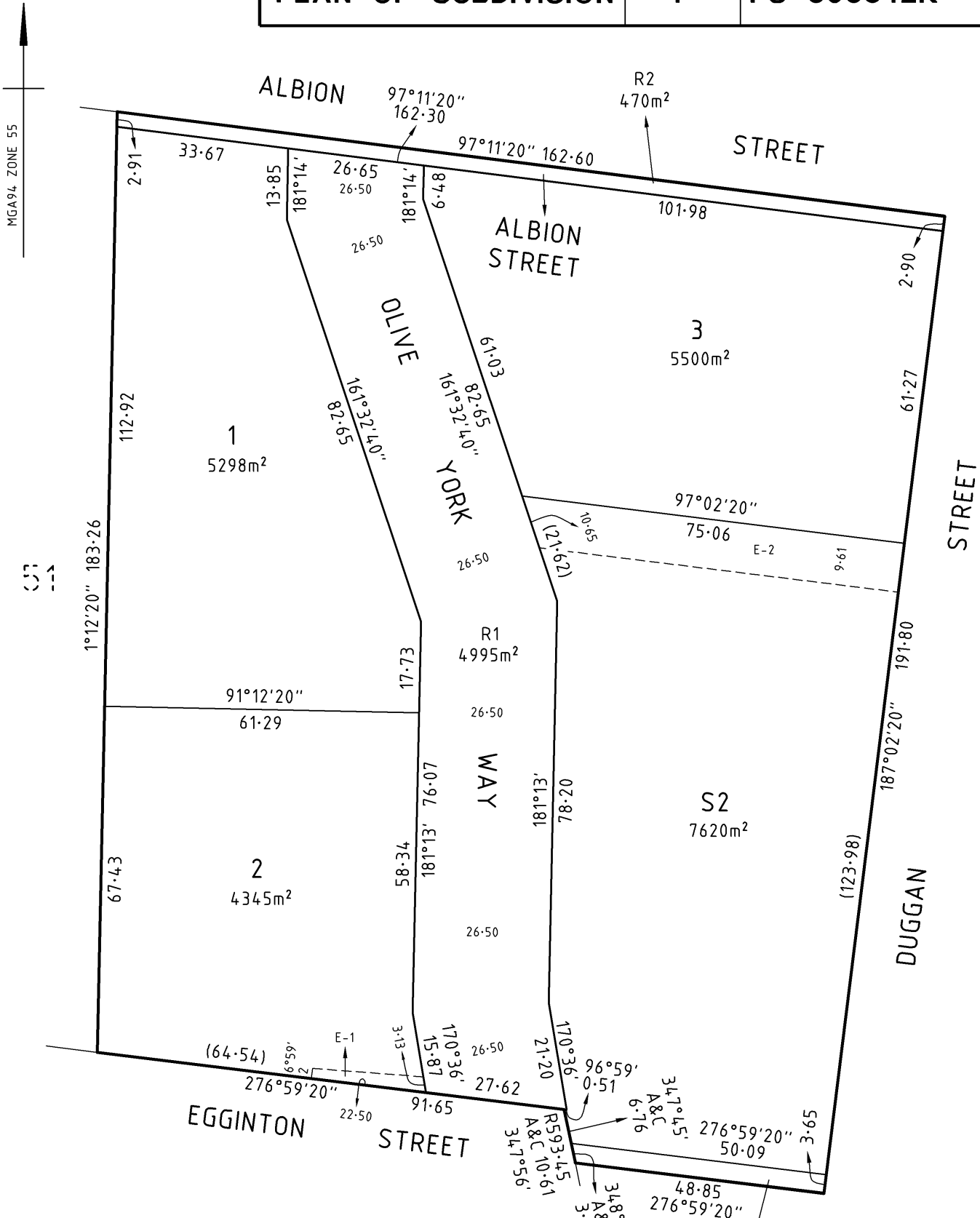
Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section
24 Subdivision Act 1988 and any other encumbrances shown or entered on the
plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987

Signed by Council: Moreland City Council, Original Certification: 22/09/2009, S.O.C.: 19/10/2009, Amendments accepted: 24/11/2009

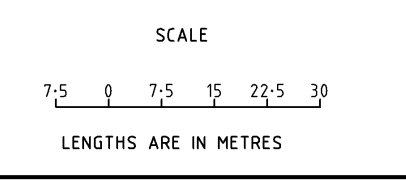
PLAN OF SUBDIVISION		STAGE NO. 1	LRS use only EDITION 1	Plan Number PS 606542K
Location of Land Parish: CITY OF BRUNSWICK PARISH OF JIKA JIKA Section: A Crown Allotment: 48, 49, 49A, 50 Crown Portion: _____ Title Reference: VOL.6207 FOL.343 VOL.6537 FOL.222 VOL.8997 FOL.826 VOL.8858 FOL.652 Last Plan Reference: TP 816499X TP 666858D CP 102228 TP 817886K (LOT 1) Postal Address: 480-502 ALBION STREET (at time of subdivision) BRUNSWICK WEST 3055 MGA Co-ordinates E 318 480 ZONE: 55 (of approx. centre of land in plan) N 5 818 930		Council Certification and Endorsement Council Name: MORELAND CITY COUNCIL Ref: 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage..... Council Delegate Council Seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988. Council Delegate Council Seal Date / /		
Vesting of Roads and / or Reserves				
Identifier	Council/Body/Person			
ROAD R1	MORELAND CITY COUNCIL			
ROAD R2	MORELAND CITY COUNCIL			
RESERVE No.1	MORELAND CITY COUNCIL			
Notations				
Staging This is is not a staged subdivision Planning Permit No. SP2006/0246				
Depth Limitation 15.24 metres below the surface. THIS IS A SPEAR PLAN. Survey This plan is is not based on survey. This survey has been connected to permanent marks no(s). 310 & 401 in Proclaimed Survey Area No. _____				
Easement Information				
Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)				LRS use only
Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	SEE DIAG.	THIS PLAN	MORELAND CITY COUNCIL
E-2	CARRIAGEWAY	9.61	THIS PLAN	LOT 3 ON THIS PLAN
				Exemption Statement Statement of Compliance/ Received <input checked="" type="checkbox"/> Date 2 / 11 / 09
				LRS use only PLAN REGISTERED Time 8.47am Date 26 / 11 / 09 G Venn Assistant Registrar of Titles Sheet 1 of 2 Sheets
 BEVERIDGE WILLIAMS & CO. PTY.LTD. ACN 006 197 235 ABN 44 622 029 694 SURVEYORS • ENGINEERS • PLANNERS ENVIRONMENTAL CONSULTANTS PD BOX 2205 CAULFIELD JUNCTION 3161 95284444 PD BOX 1465 BALLARAT MAIL CENTRE 3354 53313877 PD BOX 161 LEDGATHA 3953 56622630 PD BOX 129 WINTHAGGI 3995 56721505 PD BOX 1916 TRARALGON 3844 51760374		LICENSED SURVEYOR GREGORY R THOMPSON (PRINT) SIGNATURE DIGITALLY SIGNED DATE 5/08/2009 REF. M3381 VERSION 6 K:\DATA\3300M-3399M\M3381\AUTOCAD\SUBDIVISION\M3381-PS.DWG		DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3

PLAN OF SUBDIVISION	Stage No. 1	Plan Number PS 606542K
---------------------	-----------------------	----------------------------------



BEVERIDGE WILLIAMS & CO. PTY.LTD.
 ACN 006 197 235 ABN 44 622 029 694
SURVEYORS · ENGINEERS · PLANNERS
ENVIRONMENTAL CONSULTANTS
 PD BDX 2205 CAULFIELD JUNCTION 3161 95284444
 PD BDX 1465 BALLARAT MAIL CENTRE 3354 53313877
 PD BDX 161 LEONGATHA 3953 56622630
 PD BDX 129 WINTHAGGI 3995 56721505
 PD BDX 1916 TRARALGON 3844 51760374

ORIGINAL
 SCALE
 1:750



LICENSED SURVEYOR (PRINT)

SIGNATURE

REF. VERSION

K:\DATA\3300M-3999MM3381\AUTOCAD\SUBDIVISION\M3381-PS.DWG

Sheet 2

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

Plan of Subdivision PS606542K

Certification by Council (Form 5)

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S004527M

Plan Number: PS606542K

Council Name: Moreland City Council

Council Reference Number 1: SP/2006/246/B

Council Reference Number 2: SC/2006/249

Surveyor's Plan Version: 6

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has not been satisfied

Digitally signed by Council Delegate: Graeme Linsell

Organisation: Moreland City Council

Date: 22/09/2009

CAVEAT

Section 89 Transfer of Land Act 1958

Lodged by:

Name: CitiPower Pty
Phone: 9683 4273
Address: Level 8, 40 Market Street, Melbourne
Ref: Property Group CG
Customer Code: 9926R



The caveator claims the estate or interest specified in the land described on the grounds set out and forbids the registration of any person as proprietor of and of any instrument affecting the estate or interest to the extent specified.

Land: *(title, mortgage, charge or lease)*

The land contained in Certificate of Title Volume 11172 Folio 971

Caveator: *(full name and address)*

CITIPOWER PTY (ACN 064 651 056)
Level 8, 40 Market Street, Melbourne

Estate or Interest claimed:

An equitable interest as a grantee under an Agreement for Lease

Grounds of claim:

The Caveator is the grantee under an Agreement for Lease granted by DSI NOMINEES (VIC) PTY LTD (ACN 600 236 253) dated 15 December 2014

Extent of prohibition: *(if not ABSOLUTELY delete and insert desired text)*

Any dealing affecting the interest of the Caveator under the Agreement for Lease

Address in Victoria for service of notice *(including postcode)*

CitiPower Pty, Company Secretary, Level 8, 40 Market Street, Melbourne, Victoria, 3000

Dated: 15 December 2014

Signature of caveator

EXECUTED by CITIPOWER PTY)
ACN 064 651 056 by its duly appointed attorney)
SIMON LUCAS, Company Secretary)
pursuant to Power of Attorney dated 4 October 2013)
a certified copy of which is filed in Permanent)
Order Book No. 277 at Page 032 Item 30)
in the presence of:)

Haughton
Witness Sign

Ref: X9128 97AR3101

Approval No. 10701209A

STAMP DUTY USE ONLY

C

THE BACK OF THIS FORM MUST NOT BE USED

Land Registry, 570 Bourke Street, Melbourne 3000, Phone 8636-2010



Form 9.1
Planning and Environment Act Regulations

AC999864Y

22072004 463 173



DATED 19th day of July 2004

APPLICATION BY COUNCIL FOR THE MAKING OF
A RECORDING OF AN AGREEMENT
SECTION 181 (1) PLANNING & ENVIRONMENT ACT 1987

FEE:
STAMP DUTY:
LODGING
REQUIREMENTS:

Lodged by: Moreland City Council
Name: Joanne Lardner, Legal Counsel
Phone: 03 9240 2321
Address: 90 Bell Street, Coburg
Customer Code: 9914Y

The authority or council having made an agreement requires a recording to be made in the Register for the land.

Land: 9-13 Duggan Street, Brunswick
Volume 06207 Folio 343
Volume 06537 Folio 222
Volume 08997 Folio 826
Volume 08858 Folio 652



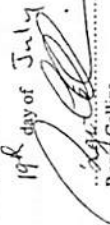
DRC999864Y-1-1

Authority or Council: Moreland City Council of 90 Bell Street, Coburg Vic 3058
Reference: Joanne Lardner.

Section and Act under which agreement made: Section 173 of the Planning & Environment Act 1987.

A copy of the agreement is attached to this application.

Dated: 19th day of July 2004

Signed: 
Jojo Collins
Director City Development

The back of this form must not be used

19th July 2004

Section 181 Duggan Street

AGREEMENT PURSUANT TO SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

Between

MORELAND CITY COUNCIL
(ABN 4620 201 0737)

and

DUGGAN STREET INVESTMENTS PTY LTD
(ABN 28 096 473 791)

and

DUGGAN STREET INVESTMENTS NO. 2 PTY LTD
(ABN 91 088 330 296)

MORELAND CITY COUNCIL
Municipal Offices
90 Bell Street
Coburg Vic 3058

Tel: 03 9240 2321
Fax: 03 9240 1130



DRC999864Y-2-9

AC999864Y

22072004 463 173



THIS AGREEMENT is made the

19th day of July 2004.

BETWEEN:

MORELAND CITY COUNCIL of 90 Bell Street, Coburg in the State of Victoria ("Council")

AND

DUGGAN STREET INVESTMENTS PTY LTD & DUGGAN STREET INVESTMENTS NO. 2 PTY LTD both of 9-13 Duggan Street, Brunswick in the State of Victoria ("the Owners")

RECITALS

- A. The Owners are the registered proprietors (or entitled to be so) and for the purposes of the Act are the Owners of the Land.
- B. The Council is the planning authority and responsible authority under the Act for the administration and enforcement of the Moreland Planning Scheme, which applies to the Land.
- C. The Land is subject to the Overlay which in Schedule 2 of the Overlay, amongst other things, requires the Owners and Council to enter an agreement of the type described in section 173 of the Act in relation to matters specified in the Overlay before any permit can be issued in relation to the Land.
- D. The parties enter this Agreement:-
 - (a) to give effect to the requirement in the Overlay;
 - (b) to provide a means of compliance with the Overlay;
 - (c) to achieve or advance the objectives of planning in Victoria and the objectives of the Moreland Planning Scheme in respect to the Land and the vicinity of it; and
 - (d) amongst other things to formalise an understanding reached between the parties regarding the use and development of the Land.

THE PARTIES AGREE AND CONVENANT AS FOLLOWS:-

- I. Introduction and Interpretation
- 1.1 Operation

Without limiting any operation or effect which this Agreement otherwise has, the Council and the Owners acknowledge that this Agreement is made under

AC999864Y



22/07/2004 163 073



DRC999864Y-3-7

Division 2 Part 9 (and in particular Section 173) of the Act, with the intent that the burden of the Owners' covenants runs with the Land.

1.2 Definitions

In this Agreement, unless the contrary intention appears:-

- Act** means the *Planning and Environment Act 1987*;
- Albion Street Strip** means the strip of land dimensioned approximately 3 metres by 161.5 metres located within the Land at the northern boundary between Kitchener Street and Duggan Street, Brunswick which appears hatched on the plan annexed as Schedule 2 to this agreement;
- Approved Plans** in relation to particular works means the plans for them approved by the Council pursuant to Clauses 2.1.1.3 and 2.3.1.3;
- Bank Guarantee** means the Bank Guarantee described in Clause 2.12;
- Construction Management Plan** means the plan that will be approved by Council and which the Owners will be required to prepare prior to commencement of the Development;
- Development** when used as a noun means the use or development of the Land;
- Director City Infrastructure** means the person appointed by the Council to the position of Director City Infrastructure or if there is no such position, the person who most closely performs that role at Council;
- Land** means the Land described in item 3 of the Schedule and includes the Albion Street Strip and the Shields Reserve Strip;
- Moreland Planning Scheme** includes any planning control in the form of or similar to a planning scheme and being a successor to the Moreland Planning Scheme;
- Obligation** includes covenant, liability or entitlement for a person to do something;
- Overlay** means the Incorporated Plan Overlay found at clause 43.03 of the Moreland Planning Scheme;
- Powerlines** means all overhead telecommunications and power connections (where by means of a cable) in Albion Street between Kitchener Street and Duggan Street Brunswick;
- Public Land** means:
 - (i) all of the land comprising the road reserve in Albion Street, Duggan Street and Eggington Street Brunswick insofar as each of those roads are adjacent to the boundary of the Land; and
 - (ii) the Albion Street Strip;
- Public Works** means the Works to be constructed on the Public Land in accordance with the Approved Plans;
- Remedial Works** means the works, matters and things in respect to which the Owners are in default for the purposes of clause 2.7;
- Shields Reserve** means the land situated at 306 Hope Street, Brunswick;
- Shields Reserve Strip** means the strip of land dimensioned approximately 4 metres by 50 metres located within the Land at the southern boundary adjacent to Shields Reserve which appears crosshatched on the plan annexed as Schedule 2 to this Agreement;

AC999864Y



22/07/2004 163 073



DRC999864Y-4-5

Shields Reserve Upgrade Works means the Works to be undertaken on Shields Reserve in accordance with the Approved Plans; and Works includes roadworks, drainage, landscaping, public lighting, line marking, signage, street furniture and footpath construction.

1.3 Interpretation

In this Agreement, unless the contrary intention appears:-

- 1.3.1 a word importing the singular includes the plural, and vice versa;
- 1.3.2 a word importing a gender includes any other gender;
- 1.3.3 where a word or phrase has a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- 1.3.4 a covenant or obligation on the part of two or more persons binds them jointly and severally;
- 1.3.5 a reference to the "Council" includes its successors and assigns (including its successors as responsible authority under the Act);
- 1.3.6 subject to Clause 3.5, a reference to the "Owners" includes their successors, assigns and transferees in all respects to the whole or any part of the Land;
- 1.3.7 the word "Owners" (if the Owners hold the Land in a trust capacity) includes the beneficiaries of the trust in relation to which it holds that Land. Where such a trust relationship exists, the Owners in executing this Agreement do so intending to assume not only personal liability but also to bind the trust for which it acts as trustee;
- 1.3.8 a reference to an Act of Parliament, a legislative enactment or a subordinate instrument or any provision in any of them is a reference to that Act, enactment, instrument or provision as amended, re-enacted or re-made (with or without modification) from time to time or a corresponding future Act, enactment, instrument or provision;
- 1.3.9 headlines are for guidance only and do not affect the interpretation of this Agreement; and
- 1.3.10 a reference to a person by way of that person's position with the Council includes a person:-
 - 1.3.10.1 authorised to carry out the powers, duties and functions of that position at the Council;
 - 1.3.10.2 acting in that capacity; or
 - 1.3.10.3 if that position in the Council ceases to exist, any person exercising any power, duty or function of the previous position.

1.4 Proper Law

This Agreement is governed by and the Owners submit to the jurisdiction of the laws of the State of Victoria.

1.5 Commencement

This Agreement begins immediately upon execution by the parties.

AC999864Y



22/07/2014 13:13

1.6 Other Documents

This Agreement is to be read in conjunction with the Overlay and the Approved Plans.

1.7 Termination

- 1.7.1 This Agreement will end when the Owners have complied with obligations detailed in clauses 2.1 to 2.5 and 2.9 inclusive or otherwise in accordance with the Act.
- 1.7.2 Despite the fact that by virtue of clauses 1.1, 3.1 or 3.5 or otherwise another person may become liable for the obligations of the Owners under this Agreement, Duggan Street Investments Pty Ltd and Duggan Street Investments No. 2 Pty Ltd do not cease to be liable to comply with clauses 2.9, 2.11, 3.7 and 3.9 of this Agreement until that compliance has been discharged by performance of the obligation or by specific discharge by the Council.

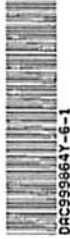
1.8 Reading Down and Severability

If a provision of this Agreement is void, or voidable by a party, unenforceable or illegal, but would not be so if read down or severed from the Agreement, it must be read down or severed accordingly.

1.9 Subdivision Act

This Agreement is not to be regarded as an Agreement for the purposes of Section 21 *Subdivision Act 1988*.

2. Owners' Development Obligations



DRC999864Y-6-1

2.1 Public Works

- 2.1.1 Within twelve months of the date of this Agreement the Owners must:
 - 2.1.1.1 prepare detailed design documentation for the Public Works in a form satisfactory to Council and VicRoads;
 - 2.1.1.2 submit the detailed design documentation to Council and VicRoads for their approval; and
 - 2.1.1.3 obtain the approval of Council and VicRoads to the detailed design documentation.
- 2.1.2 The Owners must construct and complete the Public Works in accordance with the Approved Plans and the timeframes for construction contained in the Construction Management Plan and at no expense to Council.

2.2 Undergrounding of Powerlines

2.2.1 Prior to completion of construction of the Public Works the Owners must ensure that the Powerlines are underground.

AC999864Y



22/07/2014 13:13

2.2.2 Prior to complying with clause 2.2.1, the Owners must obtain all necessary permits, licences and authorities required in order to underground the Powerlines.

2.3 Upgrade of Shields Reserve

Within thirty days of Council notifying the Owners that it has entered into a contract for the undertaking of the Shields Reserve Upgrade Works the Owners must pay to Council the amount claimed by Council as the cost of the Shields Reserve Upgrade Works.

2.4 Transfer of Land

2.4.1 Prior to completion of the Public Works and the Shields Reserve Upgrade Works the Owners must transfer to the Council the Shields Reserve Strip and the Albion Street Strip.

2.4.2 Such transfer is to be effected so that:

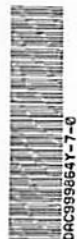
- 2.4.2.1 it is at the cost of the Owners and freed of cost to Council;
- 2.4.2.2 the Council obtains a transfer of the estates in fee simple;
- 2.4.2.3 prior to the time of the transfers, the Shields Reserve Strip and the Albion Street Strip are freed from all mortgages, caveats and financial encumbrances; and
- 2.4.2.4 without effecting the scope of clause 2.4.2.3, all rates, taxes, land tax, charges and outgoings in relation to the Shields Reserve Strip and the Albion Street Strip are paid in full by the Owners prior to the transfer and without any adjustment against Council.

2.5 Consequential Obligations

2.5.1 The Owners must maintain, repair and make good to the reasonable and proper satisfaction of the Director City Infrastructure all faults, defects and failures which may develop, appear or occur in the Public Land and/or Shields Reserve for a period of two years following the completion of the Public Works, the Shields Reserve Upgrade Works and the undergrounding of the Powerlines (whichever is the later) which date of completion for each project is to be certified by the Director City Infrastructure which certificate is final, binding and conclusive between the Owners and Council.

2.5.2 Before the commencement of the Shields Reserve Upgrade Works, the Owners must pay to the Council in relation to the Shields Reserve Upgrade Works:

- 2.5.2.1 for preparation of detailed design documentation, a fee equal to 0.75%; and
- 2.5.2.2 for contract negotiation and supervision of the Shields Reserve Upgrade Works a fee equal to 2.5% of the actual value of the Shields Reserve Upgrade Works.



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2.6 Charge over Land

Intentionally deleted.

2.7 Default by Owners

If the Owners fail to comply with any of the provisions in this Agreement, the Director City Infrastructure of the Council may cause to be served on the Owners a notice in writing specifying the Remedial Works. If the default continues for 60 days after the service of that notice, the Council may by its staff, agents and contractors enter on to the Land and cause the Remedial Works to be carried out. Any notice or demand served on the Owners under this Clause may set out the costs (as estimated by the Council's Director City Infrastructure and stated in that notice) of carrying out the Remedial Works to remedy the default. If the Owners do not comply with the notice within the 60 days, the Director City Infrastructure may cause to be served on the Owners a demand in writing for the amount of the costs as estimated by the Director City Infrastructure and the amount must be immediately paid by the Owners to the Council. As soon as practicable after the completion of the Remedial Works, the Director City Infrastructure will certify the actual costs of them to the Council and the difference between the actual costs and the estimated costs (paid to the Council under this Clause) must be immediately paid by the Owners to the Council or by the Council to the Owners (as the case may require).

2.8 Land Registry

No Plan of Subdivision of the Land or any part of it or Instrument of Transfer of the Land or any part of it or mortgage or caveat relating to it or Plan of Consolidation affecting the Land may be lodged at the Land Registry for registration or approval until this Agreement and the Section 181 Memorandum have been lodged by or on behalf of the Council and entered on the certificate of title to the Land.

2.9 Disclosure of Agreement

The Owners must not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first disclosing to their successors the existence and nature of this Agreement.

2.10 Council's Costs

The Owners must immediately on demand pay to the Council the Council's costs and expenses (as between solicitor and own client) relating to this Agreement (including, but without limiting the generality of the preceding words, anything done before or after this Agreement and enforcement of any obligation imposed on the Owners under it). To the extent that any of those costs and expenses are legal professional costs, the Council may have them assessed by the Law Institute of Victoria Costs Service if the Owners and the Council cannot agree on them and, if that happens, the Council and the



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Owners are bound by the amount of the assessment with any fee for obtaining the assessment being paid for equally by the Council and the Owners.

2.11 Payment of Interest

- 2.11.1 If the Owners fail to pay any moneys due under this Agreement within 14 days of the money becoming due or a demand being made on the Owners by the Council to do so (whichever is appropriate), the Owners must pay to the Council interest from the relevant date until the date when the money is paid, such interest being:-
 - 2.11.1.1 at the rate from time to time as the Council may be authorised by legislation to fix for interest on unpaid rates, charges and moneys, or
 - 2.11.1.2 if Clause 2.7.1.7 is not applicable then a rate of 2% higher than the rate from time to time fixed under Section 2 of the *Penalty Interest Rates Act 1983*.
- 2.11.2 Any payment made under this Agreement will be applied firstly towards the interest and, secondly, towards the principal sum.

2.12 Bank Guarantee

- 2.12.1 For better securing compliance with Clauses 2.1 to 2.5 inclusive of this Agreement, the Owners must prior to commencement of the Public Works and the Shields Reserve Upgrade Works (whichever is the earlier) lodge with the Council a Bank Guarantee to the satisfaction of the Director City Infrastructure for an amount that is equivalent to 150 percent of the combined value of the Public Works and the Shields Reserve Upgrade Works.
- 2.12.2 The Bank Guarantee is security for the due, prompt and proper observance and performance by the Owners of their obligations arising out of the items referred to in Clauses 2.1 to 2.5.

3. General

3.1 Obligation to run with the Land

An obligation imposed on the Owners takes effect as a covenant which is annexed to and runs at law and equity with the Land and binds the Owners, their successors, assigns and transferees, and the registered proprietors for the time being of the whole or any part of the Land.

3.2 Owners' Authorisation to Council

- 3.2.1 For better securing compliance with this Agreement, the Owners:-
 - 3.2.1.1 appoint the Council as their lawful attorney to do everything the Owners are capable of doing for the purposes of giving effect to this Agreement or necessary to give effect to any of the Owners' obligations under this Agreement and authorises the Council to do so and will ratify whatever the Council may



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lawfully do or cause to be done using the power of attorney, and
3.2.1.2 irrevocably licenses the Council and its staff, agents and contractors to enter upon any part of the Land for the purpose of giving effect to this Agreement.

- 3.2.2 The operation of Clause 3.2.1 is suspended until or unless there has been default for 30 days in compliance with Clauses 2.1 to 2.5 inclusive, 2.10, 2.11 and 2.12.

3.3 Owners' Warranty

The Owners warrant that:-

- 3.3.1 they are the registered proprietors (or entitled to be so) of the Land;
- 3.3.2 there are no mortgages, liens, charges or other encumbrances affecting the Land which are not disclosed by the usual searches;
- 3.3.3 they have not granted any option or entered into any contract of sale in relation to the Land or any part of it which option or contract is still effective; and
- 3.3.4 (if the land is affected by a mortgage) the mortgages of the Land consent to the Owners entering in this Agreement and the Agreement being registered on the titles to the Land.

3.4 General Acknowledgment

The Council and the Owners expressly acknowledge that any obligation imposed upon the Council under this Agreement does not fetter the future exercise of any statutory discretion by the Council, whether in relation to the Permit or otherwise and the provisions of this Agreement must be read accordingly.

3.5 Extended Obligation

- 3.5.1 The Obligation imposed upon and assumed by the Owners is also binding on their successors as if each of those successors had separately executed this Agreement in addition to Duggan Street Investments Pty Ltd and Duggan Street Investments No. 2 Pty Ltd.
- 3.5.2 Without limiting the operation of effect which this Agreement has apart from this sub-clause, the Owners must ensure that their successors:-
 - 3.5.2.1 give effect to and do all acts and sign all documents as to require them to give effect of this Agreement; and
 - 3.5.2.2 execute a Deed agreeing to be bound by the terms of this Agreement and, when that is done, this Agreement will continue as if executed by those successors as well as by the parties actually executing it and if the Successors' names appeared in each place in which the name of the Owners appear in addition to the name of the Owners.
- 3.5.3 The obligation imposed on the Owners by Clause 3.5.2 is suspended for such time as there appears a memorandum of this Agreement in the Register Book at the Land Registry.



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3.6 Further Documents

The Council and the Owners will do all things, and prepare and sign all further documents, reasonably necessary to give effect to this Agreement and to ensure that this Agreement is fully carried out.

3.7 Registration

Without limiting the scope and generality of Clause 3.6, the Owners must do all things necessary to enable the Council, in its discretion, to register this Agreement with the Registrar of Titles in accordance with Section 181 of the Act.

3.8 Notice

Any notice or document under this Agreement may be served on the Council or the Owners by being left at or posted by prepaid letter addressed to the person at their address stated at the commencement of this Agreement (or any other address which is notified to all parties from time to time) and is conclusively regarded as having been served at the expiration of 48 hours from the time of posting.

3.9 Consent of Mortgagee

If the Land is affected by a mortgage at the time of execution of this Agreement or prior to the registration of the Agreement on the title to the Land, the Owners must ensure that the mortgagee as soon as possible (but no later than 7 days after the Owners have executed this Agreement) endorses on this Agreement its consent to the Agreement being made and being registered at the Land Registry in accordance with Clause 3.7.

3.10 GST

The Owners must pay any Goods and Services Tax ("GST") payable in respect to this Agreement or anything done in relation to it and must indemnify the Council against any such GST.



IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first hereinbefore written.

SIGNED SEALED AND DELIVERED

by ROGER COLLINS Director City Development as the delegate of and on behalf of the MORELAND CITY COUNCIL in the presence of: Roger Collins

SIGNED BY STEPHEN ALLAN DIPLOCK on behalf of THE COMMON SEAL OF DUGGAN STREET INVESTMENTS PTY LTD (ABN 28 096 473 791) in accordance with section 126 of the Corporations Act

Director (Stephen Allan Diplock) Secretary (Witness)

SIGNED BY STEPHEN ALLAN DIPLOCK on behalf of STREET INVESTMENTS NO. 2 PTY LTD (ABN 91 088 330 296) in accordance with section 126 of the Corporations Act

Director (Stephen Allan Diplock) Secretary (Witness) SAM GOULPOULOS

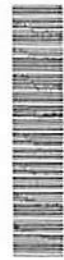


SCHEDULE 2

<p>ITEM 1 Date of Agreement</p>	<p>19 day of July 2004</p>	
<p>ITEM 2 Owners</p>	<p>Full Names Duggan Street Investments Pty Ltd (ABN 28 096 473 791) and Duggan Street Investments No. 2 Pty Ltd (ABN 91 088 330 296)</p>	<p>Address both of 9-13 Duggan Street, Brunswick</p>
<p>ITEM 3 Land</p>	<p>Street Address: 9-13 Duggan Street, Brunswick Volume 06207 Folio 343 Certificates of Title Volume Volume 06537 Folio 222 and Folio: Volume 08997 Folio 826 Volume 08858 Folio 652</p>	



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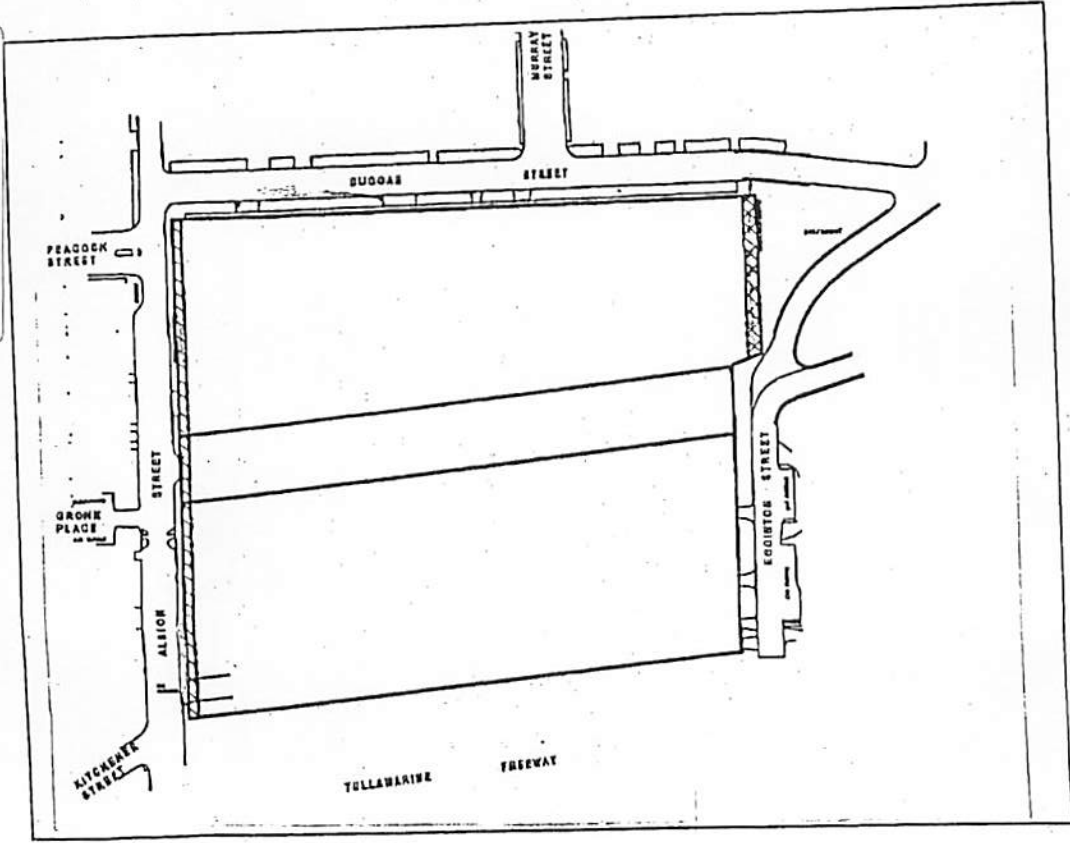


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SCHEDULE 2



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Not to Scale

MORTGAGEES' CONSENT

Suncorp-Metway Ltd in Mortgage No. AC577598X and in Mortgage No. AC577503N as Mortgagee consents to the Owners entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.



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Signed by Paul Bufalino) SUNCORP-METWAY LTD

Who certifies that he is a Level 1 and 11 Attorney pursuant) A.C.N. 010 631 722

to a power of Attorney dated 15th day of November) by its duly constituted

1991 a Certified copy of which is lodged in the Permanent) Attorney

Order Book No. 27941 Page 4 in the presence of:)

[Signature]

[Signature]

LeoJohn Pty Ltd and Titan Blue Pty Ltd in Mortgage No. AB810231J and in Mortgage No. AB810277H as Mortgagee consents to the Owners entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

[Signature]

BARRY FINN

DIRECTOR

LEOJOHN

[Signature]

ALAN SYMMAN

DIRECTOR TITAN BLUE P/L

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13-17 Duggan Street Brunswick VIC

Date / /

Section 173 Agreement

Subject Land: The land at 8-12 Olive York Way, Brunswick West

Moreland City Council
and

DSI Nominees (VIC) Pty Ltd
(ACN 600 236 253)

Contents

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Section 173 Agreement

Dated / /

Parties

Name | Moreland City Council
Address | 90 Bell Street, Coburg VIC 3058
Short name | Council

Name | DSI Nominees (VIC) Pty Ltd ACN 600 236 253, as bare trustee for Duggan Street Investments Pty Ltd ACN 086 473 781 and R Project 14 Pty Ltd ACN 164 969 528 (as trustee for R Project 14 Trust)
Address | c/- Level 10, 650 Chapel Street, South Yarra VIC 3141
Short name | Owner

Background

- A. The Owner is the registered proprietor of the subject land.
- B. Council is the planning authority and the responsible authority pursuant to the Act for the Scheme.
- C. The subject land is encumbered by Mortgage no. AL406361M in which Westpac Banking Corporation is registered as the Mortgagee and Mortgage no. AL240781K in which R Finance Pty Ltd is registered as the Mortgagee. The Mortgagees consent to the Owner entering into this Agreement.
- D. The subject land is subject to an incorporated plan overlay which requires the Owner to enter into an agreement pursuant to section 173 of the Act to deal with the matters specified in the overlay.
- E. The Subject Land is currently encumbered by the Existing Agreement which is recorded on the certificate of title to the Subject Land in dealing no. AC99864Y.
- F. Council and the Owner have agreed to enter into this Agreement and that, upon the recording of this Agreement on the title to the subject land, the Existing Agreement will be ended in so far as the Existing Agreement relates to the subject land in accordance with this Agreement.
- G. In so far as it can be so treated, this Agreement is made pursuant to section 173 of the Act.

The Parties Agree

1. Definitions

In this Agreement unless expressed or implied to the contrary:

Act means the Planning and Environment Act 1987.

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

business day means Monday to Friday excluding public holidays in Victoria.

CliffPower means CliffPower Pty (ACN 064 651 058).

Construction Management Plan means the plan which the Owner is required to submit to Council prior to commencement of development (and which Council is required to approve), specifying the manner in which the Public Works described in the Public Works Plan are to be carried out (including without limitation the staging of the Public Works).

development includes subdivision.

Director means Council's Director Planning and Economic Development.

Existing Agreement means the agreement entered into by the Duggan Street Investments Pty Ltd, Duggan Street Investments No. 2 Pty Ltd and Council on 19 July 2004 and recorded on the title to the subject land in dealing no. AC99864Y.

Expert means an expert selected or nominated in accordance with clause 13.2 to determine or resolve a dispute arising under clause 6.1.13(b).

Incorporated Plan means the plan referred to in the Incorporated Plan Overlay of the Scheme.

Overhead Powerlines means the CliffPower powerlines and associated power poles (4 in total) which traverse Shiels Reserve between Duggan Street and Eggington Street depicted in the Undergrounding Plan.

Owner means the persons from time to time registered or entitled to be registered by the Registrar of Titles as proprietors of an estate in fee simple in the subject land or any part of it.

Public Works means the works depicted in the Public Works Plan.

Public Works Plan means the plan prepared by CDA Design Group Pty Ltd bearing project number 13001 dated March 2013 (a copy of which is attached to this Agreement) or such amendment to said plan as Council may at the request of the Owner consent to in writing from time to time.

Reinstatement means reinstatement of Shiels Reserve to a condition that is no worse than its condition at the time the immediately prior to when works are carried out, including the replacement of any improvements made to Shiels Reserve by Council subsequent to the date of this Agreement.

Reserve means the land identified and delineated as 'Reserve No. 1' on plan of subdivision number PS606542K.

Scheme means the Merdand Planning Scheme.

subject land means the land described in Certificate of Title Volume 11172 Folio 871 being situated at 8-12 Olive York Way, Brunswick West or any part of that land.

Shields Reserve means the land situated at 308 Hope Street, Brunswick including the triangular portions of land bounded by 8 Olive York Way to the north, Duggan Street to the east and Eglington Street to the west.

Undergrounding of the Overhead Powerlines means all work required to place the Overhead Powerlines under the ground within the Reserve and as described and depicted on the plans and specifications attached to this Agreement, including removal of all redundant power poles and equipment and Remediation at the completion of the works.

Undergrounding Cost means the costs and expenses incurred (or to be incurred) by the Owner in procuring the completion of the Undergrounding of the Overhead Powerlines including, without limitation, all:

- (a) amounts charged or levied by CitiPower (or contractor) for the carrying out the work to complete the Undergrounding of the Overhead Powerlines;
- (b) costs of materials;
- (c) statutory fees, levies, charges or expenses;
- (d) consultant fees;
- (e) project management fees; and
- (f) any costs incurred by the Owner in complying with its obligations under clause 6.1.11.

Undergrounding Plan means the plan bearing project No 5089836 (SIT 1) drawn by M Grebert dated 1/8/2013 and marked 8-12 Olive York Way Brunswick West Asset Relocation (a copy of which is attached to this Agreement).

2. Agreement under Section 173 of the Act

Council and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement and in so far as it can be so treated, this Agreement is made pursuant to section 173 of the Act.

3. Effect of Agreement

- 3.1 This Agreement is effective from the date of this Agreement.
- 3.2 The Owner's use and development of the subject land is subject to the conditions and obligations set out in this Agreement all of which are intended to achieve or advance the objectives of the Scheme.
- 3.3 The Owner's obligations will take effect as separate and several covenants which will be annexed to and run at law and equity with the subject land to bind the Owner and each of the Owner's successors, assigns or transferees including the registered proprietors, the mortgagees in possession and the beneficial owner for the time being of the subject land.

4. Owner Warranties

- 4.1 Without limiting the operation or effect of this Agreement, the Owner warrants that: except for the parties to this Agreement, any mortgagee who has consented to this Agreement and any other persons disclosed in writing to Council before the signing of this Agreement, no other person has any interest either legal or equitable in the subject land which may be affected by this Agreement or by development or use of the subject land pursuant to the Scheme, the Incorporated Plan or any permit or approved plan under the Scheme;
- 4.2 the Owner has obtained all necessary authorities and consents to bind all other persons who have any interest either legal or equitable in the subject land.

5. Successors In Title

- 5.1 Without limiting the operation or effect of this Agreement, the Owner must ensure that, until this Agreement is recorded on the folio of the register which relates to the subject land, the Owner's successors in title will:
 - 5.1 give effect to, do all acts and sign all documents requiring those successors to give effect to this Agreement; and
 - 5.2 execute a deed agreeing to be bound by this Agreement.

6. Covenants of Owner

- 6.1 Owner's Covenants
The Owner covenants that:
 - 6.1.1 prior to the commencement of any development of the subject land, the Owner will use its best endeavours to contract with CitiPower or such other contractor as CitiPower may approve, for Undergrounding of the Overhead Powerlines at the Owner's full cost;
 - 6.1.2 before the works required for Undergrounding of the Overhead Powerlines is undertaken, the Owner must engage a licensed surveyor to survey the Reserve and mark out the boundaries to the Reserve;
 - 6.1.3 the Owner may undertake the works required for Undergrounding of the Overhead Powerlines during the course of any approved development of the subject land;
 - 6.1.4 the Owner must deliver to Council independent evidence demonstrating the quantum of the Undergrounding Cost, including, where possible, copies of invoices from suppliers, contractors and consultants;
 - 6.1.5 in the event that the Undergrounding Cost is less than \$600,000, the Owner will pay to Council the difference between the Undergrounding Cost and \$600,000;
 - 6.1.6 the Owner will pay to Council the money referred to in clause 6.1.5 prior to the Owner receiving a statement of compliance for the subdivision of the first stage of development of the subject land;

- 6.1.7 within 3 months of the date of this Agreement the Owner will pay to Council the sum of \$7,200 representing the amount Council and the Owner agree is payable to Council under the Existing Agreement;
- 6.1.8 in the event that the moneys referred to in clauses 6.1.5 and 6.1.7 are not paid by the due date, the Owner shall pay interest on each day the money is unpaid at the rate of 2% higher than the rate from time to time fixed under the *Penalty Interest Rates Act 1983*, calculated daily;
- 6.1.9 prior to occupation of a stage of the development of the subject land the Owner will undertake at its full cost so much of the Public Works depicted in the Public Works Plan as relate to that stage being the works identified on the Public Works Plan;
- 6.1.10 the Owner will carry out the Public Works described in clause 6.1.9 in accordance with any reasonable direction, notation or detail contained in the Public Works Plan and in accordance with the Construction Management Plan;
- 6.1.11 if Council serves a notice on the Owner in accordance with this clause 6.1.11 that Council requires the creation of an easement over Shielis Reserve to protect the powerlines which have been undergrounded in accordance with clause 6.1.1, the Owner will do all things necessary to create the easement at the Owner's full cost;
- 6.1.12 if the Owner gives written notice to Council (with accompanying independent evidence to support the contention in its notice) that:
- (a) ClijPower has refused to perform the Undergrounding of the Overhead Powerlines (or allow anyone else to perform the Undergrounding of the Overhead Powerlines) on reasonable conditions and otherwise in accordance with clause 6.1.1; or
 - (b) it is not feasible for the Owner to carry out the Undergrounding of the Overhead Powerlines because the scope of the works required by ClijPower is materially different from the scope of works described in the plans and specifications attached to this Agreement,
- the Owner will pay to Council the full \$600,000 prior to the Owner receiving a statement of compliance for the subdivision of the first stage of development of the subject land and the Owner's obligations under this clause 6.1 will be deemed completed and satisfied; and
- 6.1.13 for the purposes of clause 6.1.12:
- (a) the parties agree that the scope of works required by ClijPower will not be considered materially different from the scope of works described in the plans and specifications attached to this agreement if the differences result from a need to re-align the powerlines in order to avoid other services, rock or any other latent condition, whether or not the Owner could reasonably have been expected to know about that condition; and
 - (b) subject to clause 6.1.13(a), if the parties cannot agree whether the scope of the works required by ClijPower is materially different from the scope of works described in the plans and specifications attached to this Agreement, that matter will be determined pursuant to clause 13 (Dispute Resolution).
- 6.2 **Notice**
- The Owner covenants to bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns.

- 6.3 **Compliance**
- The Owner covenants to:
- 6.3.1 comply with the requirements of all statutory authorities, including Council and ClijPower, in relation to the Undergrounding of the Overhead Powerlines and the carrying out of the Public Works;
 - 6.3.2 comply with all statutes, regulations, local laws and planning controls in relation to the subject land and the Incorporated Plan; and
 - 6.3.3 take all necessary steps to comply with each clause in this Agreement and the Incorporated Plan;
- 6.4 **Registration**
- The Owner covenants to:
- 6.4.1 consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the folio of the Register which relates to the subject land in accordance with section 181 of the Act; and
 - 6.4.2 do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register.
- 6.5 **Mortgagee to be Bound**
- The Owner covenants to obtain the consent of any mortgagee to be bound by the covenants in this Agreement if the mortgagee becomes mortgagee in possession of the subject land.
- 6.6 **Council's Costs to be Paid**
- The Owner covenants to pay immediately on demand to Council, Council's reasonable costs and expenses (including legal expenses) incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which (until paid) are and remain a charge on the subject land, such costs to be capped at \$9,000 plus GST. Council will provide copies of all invoices to the Owner.
- 6.7 **Indemnity**
- The Owner covenants to indemnify and keep indemnified Council, its officers, employees, agents, workmen and contractors from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgment or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.
- 6.8 **Standard of Public Works**
- The Owner covenants to comply with the requirements of this Agreement and to complete the Public Works as expeditiously as possible at its cost and to the satisfaction of Council.
- 6.9 **Council Access**
- The Owner covenants to allow Council and its officers, employees, contractors or agents or any of them, to enter the subject land (at any reasonable time) to assess compliance with this Agreement.

- 7. Power of Attorney**
- 7.1 The Owner appoints Council and any persons deriving title under Council, as the attorney of the Owner for the purposes of carrying out the Owner's obligations under this Agreement if the Owner fails to do so.
- 7.2 Council may not execute any documents under this power of attorney referred to in this Agreement unless the Owner has failed to comply with this Agreement within 14 days after the date of service by Council of a notice specifying such non-compliance.
- 8. Council's Obligations**
- 8.1 Upon the recording of this Agreement on the title to the subject land, this clause 8 shall operate with respect to the Existing Agreement.
- 8.2 The Owner agrees to end the Existing Agreement.
- 8.3 In the event that all persons who are bound by a covenant in the Existing Agreement (and for the avoidance of doubt, this means the Owner and the owners of land at 1-5 Olive York Way and 7-11 Olive York Way) agree to end the Existing Agreement, Council agrees to end the Existing Agreement with respect to the subject land.
- 8.4 In the event that the Existing Agreement is ended in accordance with subclause 8.3, Council will advise the Registrar of Titles in the prescribed manner in accordance with section 183(2) of the Act.
- 8.5 In the event that Council and the Owner are unable to secure the agreement of all persons who are bound by a covenant in the Existing Agreement to end the Existing Agreement, and the Owner applies to end the Existing Agreement pursuant to section 178A of the Act, Council agrees in principle to an ending of the Existing Agreement in accordance with section 178A(3) of the Act.
- 8.6 Once Council has agreed in principle to the ending of the Existing Agreement pursuant to subclause 8.5, Council will diligently process and assess the application but without restricting or fettering its statutory obligations or discretions with respect to the application.

- 9. General**
- 9.1 Further Assurance**
- Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement.
- 9.2 No Waiver**
- Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

- 9.3 Severability**
- If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement remain operative.
- 9.4 No Fettering of Council's Powers**
- This Agreement does not fetter or restrict Council's power or discretion to make or impose requirements or conditions in connection with any use or development of the subject land or the granting of any planning approval, the approval or certification of any plans of subdivision or consolidation applicable to the subject land or the issue of a Statement of Compliance in connection with any such plans.
- 10. Ending of Agreement**
- 10.1 This Agreement ends when the Owner has complied with its obligations under this Agreement or earlier by mutual agreement between the parties.
- 10.2 As soon as reasonably practicable after this Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.
- 11. Notices**
- 11.1 Service of Notice**
- A notice or other communication required or permitted to be served by a party on another party shall be in writing and may be served:
- 11.1.1 personally on the party; or
- 11.1.2 by sending it by pre-paid post, addressed to that party at that party's address specified in this document or subsequently notified to each party as that party's address for service; or
- 11.1.3 by facsimile to the person's number for service specified in this document or subsequently notified to each party.
- 11.2 Time of Service**
- A notice or other communication is deemed served:
- 11.2.1 if served personally, upon service;
- 11.2.2 if posted within Australia to an Australian address, 2 business days after posting and in any other case, 7 business days after posting;
- 11.2.3 if served by facsimile, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; or
- 11.2.4 if received after 6.00 pm in the place of receipt or on a day which is not a business day, at 9.00 am on the next business day.

- 12. Interpretation**
- In this Agreement, unless expressed or implied to the contrary:
- 12.1 undefined terms or words have the meanings given in the Act or the Scheme;
 - 12.2 the singular includes the plural and the plural includes the singular;
 - 12.3 a reference to a gender includes a reference to the other genders;
 - 12.4 a reference to a person includes a reference to a firm, corporation or other corporate body;
 - 12.5 if a party consists of more than one person this Agreement binds them jointly and each of them severally;
 - 12.6 a reference to a 'planning scheme' or 'the Scheme' includes any amendment, consolidation, or replacement of such scheme and any document incorporated by reference into such scheme;
 - 12.7 a reference to a statute includes any statutes amending, consolidating or replacing those statutes and any regulations made under the statutes;
 - 12.8 where, in this Agreement, Council may exercise any power, duty or function, that power may be exercised on behalf of the Council by an authorised or delegated officer;
 - 12.9 all headings are for ease of reference only and do not affect the interpretation of this Agreement;
 - 12.10 the recitals to this Agreement form part of this Agreement.
- 13. Dispute Resolution**
- 13.1 If, pursuant to clause 6.1.13(b) the parties cannot agree whether the scope of works required by CitPower is materially different from the scope of works described in the plans and specifications attached to this Agreement, a party may by notice (Expert Determination Notice) to the other require the Dispute to be referred to an Expert for determination or resolution under this clause 13.
 - 13.2 An Expert is a person, having the qualifications set out in clause 13.3:
 - 13.2.1 selected by mutual agreement of the parties within 7 days after the Expert Determination Notice is given; or
 - 13.2.2 if the parties fail to select the Expert under clause 13.2.1, nominated by the President for the time being of the Institute of Arbitrators and Mediators Australia who must choose the Expert on the basis of the type of Dispute and the nature of the expertise necessary to consider the relevant issues.
 - 13.3 An Expert must:
 - 13.3.1 have suitable and reasonable qualifications as well as commercial and practical experience in the area of the Dispute and at least 5 years current and continuous standing in their profession as at the date of the appointment;
 - 13.3.2 be independent of each party;

- 13.3.3 have no interest or duty which conflicts or may conflict with the Expert's function as an expert; and
- 13.3.4 if it is usual for a person undertaking the Expert's activities to have professional indemnity insurance, have professional indemnity insurance of an amount reasonable and customary for a person undertaking those activities.
- 13.4 If an Expert Determination Notice is given:
 - 13.4.1 the parties must, within 14 days after an Expert is selected or nominated arrange for the Expert to be appointed; and
 - 13.4.2 each party must use its reasonable efforts to provide the Expert with any information reasonably required by the Expert.
- 13.5 The Expert acts as an expert and not as an arbitrator and must resolve the Dispute:
 - 13.5.1 (terms of this document) having regard to the terms of this document;
 - 13.5.2 (Expert's procedure) according to whatever procedures the Expert decides, in the Expert's absolute discretion, but subject to the requirements of procedural fairness;
 - 13.5.3 (exercising skill) exercising the Expert's own skill, judgment and experience; and
 - 13.5.4 (standards) having regard to the relevant standards or guidelines.
- 13.6 The parties must use their best endeavours to ensure the Expert gives a written decision to the parties, within 28 days after the Dispute is referred to the Expert under this clause 13.
- 13.7 The Expert's decision is, in the absence of manifest error, final and binding on the parties.
- 13.8 The Expert must give reasons for the decision.
- 13.9 The parties must give effect to the Expert's decision promptly.
- 13.10 Each party must pay:
 - 13.10.1 its own expenses incurred in connection with the dispute resolution processes under this clause 13; and
 - 13.10.2 an equal proportion of the Expert's costs unless the Expert, in his or her absolute discretion, decides otherwise.
- 13.11 Each party must continue to perform its obligations under this document despite the existence of a Dispute except to the extent that the matter, the subject of the Dispute and matters necessarily dependent on it, cannot be proceeded with until the Dispute has been determined or resolved.

Signing Page

Executed by the parties

Signed Sealed and Delivered by Kirsten
Coster Director Planning and Economic
Development as the delegate of and on behalf
of the Moreland City Council in the presence
of:

(Signature of Witness)

Kirsten Coster

(Name of Witness)

(Usual address)

Executed by DSI Nominees (Vic) Pty Ltd
ACN 600 236 253 in accordance with s 127(1)
of the Corporations Act 2001

Signature of Sole Director and Solo
Company Secretary

Print full name

Mortgagees' Consent

WESTPAC BANKING CORPORATION as Mortgagee of registered mortgage No. AL406361M
consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes
mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Gedens

*Solicitors - Agents for
The Mortgagee*

R FINANCE PTY LTD as Mortgagee of registered mortgage No. AL240781K consents to the Owner
entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession,
agrees to be bound by the covenants and conditions of this Agreement.

Executed by R Finance Pty Ltd/ACN 600
461 523 in accordance with s127(1) of the
Corporations Act 2001

Signature of Sole Director and Solo
Company Secretary

Print full name

Andrew Mitchell Bellis



CERTIFICATE No: 26770085 DATE: 12/02/2015

PLANNING CERTIFICATE

Client: Tan Partners
Studio 3A 103 Lonsdale Street

Melbourne 3000

Matter Ref: The York
Vendor: DSI NOMINEES (VIC) PTY LTD
Purchaser:

Subject Property: 8-12 OLIVE YORK WAY BRUNSWICK WEST VIC 3055

Title Particulars: Vol 11172 Fol 971

Municipality: MORELAND

Planning Scheme: MORELAND PLANNING SCHEME

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

Zone: MIXED USE 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

Development Contributions Plan Overlay: Not Applicable

Development Plan Overlay: Not Applicable

Environmental Audit Overlay: ENVIRONMENTAL AUDIT OVERLAY

Environmental Significance Overlay: Not Applicable

Heritage Overlay: Not Applicable

Public Acquisition Overlay: Not Applicable

Significant Landscape Overlay: Not Applicable

Special Building Overlay: Not Applicable

Vegetation Protection Overlay: Not Applicable

Other Overlays: INCORPORATED PLAN OVERLAY - SCHEDULE 2

Proposed Planning Scheme Amendments: MORELAND C133 PROPOSES TO INCLUDE THE SUBJECT PROPERTY IN DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1; MORELAND C142 PROPOSES TO DELETE CLAUSE 22.11 'DEVELOPMENTS OF FOUR OR MORE STOREYS', AND TO INCLUDE THE 'MORELAND HIGHER DENSITY DESIGN CODE 2012' AS AN INCORPORATED DOCUMENT TO THE PLANNING SCHEME AT CLAUSE 81.01; MORELAND C71 PROPOSES TO AMEND CLAUSES 21 AND 22 OF THE PLANNING SCHEME IN ORDER TO INTRODUCE A LOCAL ENVIRONMENTALLY EFFICIENT DESIGN (EED) POLICY

Additional Notes: Not Applicable

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

PLANNING CERTIFICATE





Moreland City Council

Municipal Offices
90 Bell Street
Coburg
Victoria 3058

Postal address
Locked Bag 10
Moreland
Victoria 3058

Telephone: 03 9240 1111
Facsimile: 03 9240 1212

9 January 2012

Duggan Street Development Group
C/- Contour Consultants Aust Pty Ltd
PO Box 1040
CARLTON VIC 3053

Property No :61446



Dear Sir/Madam,

Application No: MPS/2010/984
Proposal: Development of the land for 315 dwellings in four buildings consisting of 4, 5, 7 and 8 storeys with a reduction in the standard rate of car parking
Property: 8-12 Olive York Way, BRUNSWICK WEST VIC 3055

I wish to advise that Council has considered your planning permit application and determined to issue a Permit. A copy of your Planning Permit is enclosed.

Please read the conditions on the permit and check any outstanding requirements. Your attention is drawn to Condition (1), which requires submission of amended plans prior to commencement of the use or development. To avoid delays and additional fees, if you are uncertain about any aspect of the amendments required by condition 1 or need to seek advice about how best to meet the amended plan requirements in condition 1 please contact me to discuss these issues.

If it is noted on the planning permit that a building permit is required, Council's Building Unit would be pleased to assist you and may be contacted on 9240 1111.

You should note that the Permit expires 2 years from the date of issue if the use or works have not been commenced. This period can be increased by requesting an extension in writing within three months of the expiry date.

If you have enquiries in relation to this matter, please contact me on 9240 2417.

Yours sincerely

LAUREN LEES
Senior Urban Planner

Enclosed: Planning Permit



Moreland City Council

Moreland City Council
Municipal Offices
90 Bell Street
Coburg
Victoria 3058

PLANNING PERMIT

Permit No. MPS/2010/984

Planning Scheme: Moreland Planning Scheme

Responsible Authority: Moreland City Council

ADDRESS OF LAND: 8-12 Olive York Way, BRUNSWICK WEST VIC
3055

WHAT THE PERMIT ALLOWS: Development of the land for 315 dwellings in four buildings consisting of 4, 5, 7 and 8 storeys with a reduction in the standard rate of car parking, in accordance with the endorsed plans

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Before the development commences, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the plans (advertised 8 September 2011) but modified to show:
 - a) One car parking space allocated to each dwelling with the remaining car spaces labelled 'visitor' and to remain on common land.
 - b) Every car parking space with a wall adjacent to one side 2.7 metres wide to allow car doors to be opened against the wall in accordance with the requirements of the Australian Standard for Off-Street Car Parking (AS2890.1).
 - c) A window to the first floor east elevation of dwelling A1-11.
 - d) Louvre screening to the car parking areas at the northern elevation of Buildings C and D.
 - e) Details of the material, height and degree of permeability of the security entry gates and associated fencing to the 'east-west Pedestrian Accessway' and 'north-south communal landscape corridor'.
 - f) An amended Waste Management Plan prepared by Waste Tech Services Pty Ltd June 2011 to delete reference to Duggan Street and refer to 8-12 Olive York Way and include a statement that bins must be kept within the bin storage rooms and not the bin collection point, except at collection times.

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SIGNATURE FOR THE RESPONSIBLE AUTHORITY



Moreland City Council

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- g) A landscape plan in accordance with condition 23 of this permit.
 - h) A schedule of all proposed exterior decorations, materials, finishes and colours, including colour samples (in a format that can be endorsed and filed) in accordance with condition 27 of this permit
 - i) Changes to the plans required by the amended ESD Management Plan in accordance with condition 28 of this permit.
 - j) The location of any air-conditioning units and other plant equipment, including any screening.
2. The development as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.
3. Prior to the occupation of the development hereby permitted, an agreement under Section 173 of the *Planning and Environment Act 1987* must be entered into between the owners of the land and the responsible authority in a form satisfactory to the Responsible Authority providing for:
- a) Unrestricted public pedestrian, vehicle and bicycle access through the 'east-west Pedestrian Accessway' for 24 hours a day.
 - b) The owners of the land to indemnify the Moreland City Council against any claims associated with the use of the 'East-West Pedestrian Accessway' and to accept liability and responsibility for the on-going maintenance of the vehicle, pedestrian and bicycle links.
- The agreement must be registered on title. The owner must pay the costs of the Responsible Authority in relation to the preparation, execution and registration of the agreement on title.
4. **Environmental Audit**
- Prior to the commencement of construction or carrying out works pursuant to this permit, or any works associated with a sensitive use, or where no works are proposed, prior to the commencement of the permitted use, either:
- a) A Certificate of Environmental Audit for the land must be issued in accordance with Section 53Y of the *Environment Protection Act 1970* and provided to the Responsible Authority; or,

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- b) An Environmental Auditor appointed under Section 53S of the *Environment Protection Act 1970* must make a Statement in accordance with Section 53Z of that Act that the environmental conditions of the land are suitable for the use and development that are the subject of this permit and that statement must be provided to the Responsible Authority.

Where a Statement of Environmental Audit is issued for the land, the buildings and works and the use(s) of the land that are the subject of this permit must comply with all directions and conditions contained within the Statement.

Where a Statement of Environmental Audit is issued for the land, prior to the commencement of the use, and prior to the issue of a Statement of Compliance under the *Subdivision Act 1988*, and prior to the issue of an Occupancy Permit under the *Building Act 1993*, a letter prepared by an Environmental Auditor appointed under Section 53S of the *Environment Protection Act 1970* must be submitted to the Responsible Authority to verify that the directions and conditions contained within the Statement have been satisfied.

Where a Statement of Environmental Audit is issued for the land, and any condition of that Statement requires any maintenance or monitoring of an ongoing nature, the Owner(s) must enter into an Agreement with Council pursuant to Section 173 of the *Planning and Environment Act 1987*. Where a Section 173 Agreement is required, the Agreement must be executed prior to the commencement of the permitted use, and prior to the certification of the plan of subdivision under the *Subdivision Act 1988*. All expenses involved in the drafting, negotiating, lodging, registering and execution of the Agreement, including those incurred by the Responsible Authority, must be met by the Owner(s).

Prior to any remediation works being undertaken in association with the Environmental Audit, a 'remediation works' plan must be submitted to and approved by the Responsible Authority. The plan must detail all excavation works as well as any proposed structures such as retaining walls required to facilitate the remediation works. Only those works detailed in the approved remediation works plan are permitted to be carried out prior to the issue of a Certificate or Statement of Environmental Audit.

General

5. Prior to the construction of any part of the development hereby approved the southern vehicle access to Olive York Way and extension to the public footpath must be constructed to engineering plans approved by and with works under the supervision of the Responsible Authority (Moreland City Council, City Infrastructure Department).

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6. The area set aside for the parking of vehicles and access lanes shown on the endorsed plan must to the satisfaction of the Responsible Authority:
 - a) Be completed prior to the occupation of the development.
 - b) Be maintained.
 - c) Be properly formed to such levels that it can be used according to the endorsed plan.
 - d) Be drained and surfaced.
 - e) Have the boundaries of all vehicle parking spaces clearly marked on the ground to accord with the endorsed plan.
 - f) Not be used for any other purpose other than the parking of vehicles.
7. Prior to the occupation of the development a sign not exceeding 0.3 square metres must be provided at the entries to the car park which is clearly visible from Olive York Way directing drivers to the area set aside for vehicle parking on the site to the satisfaction of the responsible authority.
8. Prior to the occupation of the development any Council or service authority pole or pit within 1 metres of a proposed vehicle crossing including the 1 metre splays on the crossing, must be relocated or modified to the satisfaction of the Responsible Authority.
9. Prior to the occupation of the development all stormwater from the land, where it is not collected in rainwater tanks for re-use, must be collected by an underground pipe drain approved by and to the satisfaction of the Responsible Authority (Moreland City Council, City Infrastructure Department).
10. Prior to the occupation of the development the bicycle parking racks must be installed in a manner that accords with the specifications in Bicycle Victoria's Bicycle Parking Handbook, to the satisfaction of the Responsible Authority.
11. Prior to the occupation of the development, all boundary walls must be constructed, cleaned and finished to the satisfaction of the Responsible Authority.
12. Unless with the prior written consent of the Responsible Authority, any plumbing pipe, ducting and plant equipment must be concealed from external views. This does not include external guttering or associated rainwater down pipes.

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13. All telecommunications and power connections (where by means of a cable) and associated infrastructure to the land must be underground to the satisfaction of the Responsible Authority.
14. Prior to the occupation of the development all publicly accessible areas, internal to the site are to be illuminated at night to the appropriate Australian Standard to the satisfaction of the Responsible Authority.
15. Prior to the occupation of the development all pedestrian paths and access lanes shown on the endorsed plans must be constructed and maintained to the satisfaction of the Responsible Authority.
16. Prior to the occupation of the development air-conditioning and other plant equipment must be reasonably screened from view of adjoining properties and the street to the satisfaction of the Responsible Authority.
17. Prior to the occupation of the development, all new service connections to the site from the street to be below ground.
18. At all times during construction of the development approved by this permit, no access to the site is to be from Shiels Reserve.
19. A mailbox, with separate aperture for newspapers and other non-mail articles must be provided for each of the premises at the street frontage. The mailbox dimensions, placement and numbering must comply with the Australia Post – General Post Guide 2004 (Point G4.3) as published on its website to the satisfaction of the Responsible Authority.

Public Works Plan

20. Prior to the commencement of development, a Public Works Plan must be submitted and approved to the satisfaction of the Responsible Authority. The Plan must detail:
 - a) The health of any existing trees by a suitably qualified arborist
 - b) Recommendations for the retention or removal of existing street trees
 - c) The number of additional trees (no less than 12) to be planted in the road reserve at Duggan Street adjacent to the development
 - d) The location, method and number of bicycle parking (no less than 14) to be accommodated in the road reserve at Duggan Street adjacent to the development
 - e) Any other works to the public land adjacent to the development including new or reconstructed footpaths, nature strips and other associated street furniture/infrastructure.

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21. The approved Public Works Plan must be implemented to the satisfaction of the Responsible Authority at the expense of the owner of the land, prior to the occupation of development unless with prior written consent of the Responsible Authority.

Waste Management Plan

22. The Waste Management Plan approved under this permit must be implemented and complied with as all times to the satisfaction of the Responsible Authority unless with the further written approval of the Responsible Authority.

Landscape Plan

23. Prior to the commencement of the development a landscape plan must be submitted to and approved by the Responsible Authority. The landscape plan must provide the following:
- a) A schedule of all proposed trees, shrubs and ground covers (including numbers, size at planting, size at maturity and botanical names), as well as sealed and paved surfaces.
 - b) The flora selection and landscape design should be:
 - i. Drought tolerant and suitable to difficult growing conditions (such as areas consistently in shade)
 - ii. Based on species selection recommended in the Moreland City Council landscape Guidelines and Technical Notes.
 - c) Identification of any existing tree(s) and vegetation proposed to be removed and retained. Vegetation retainment must include strategies for the protection (i.e. barriers and signage during the construction process) of vegetation at Shiels Reserve, the road reserves at Duggan Street and Olive York Way.
 - d) Any pruning of existing trees required prior to construction must be detailed and will only be pruned to the property line with all works to be undertaken by the Responsible Authority.
 - e) Identification of small canopy trees to the front setbacks of Buildings A and C at Duggan Street to assist in the integration of the development within the existing streetscape.
 - f) Details of the location and type of all paved and sealed areas. Extensive hard surfaces are not supported. The adoption of porous/permeable paving is encouraged

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- g) Integration of water sensitive urban design (WSUD) features (eg. raingardens, bio-swales etc) if contained within the Environmental Management Plan.
24. Following completion of the development the areas designated as garden areas on the endorsed landscape plan must be maintained and used as garden areas.

Stormwater Treatment Plan

25. Prior to the commencement of development, detailed plans of stormwater treatment devices shall be submitted and approved to the satisfaction of the Responsible Authority. Once approved the Stormwater Treatment Plan shall form part of the endorsed plans and measures must be incorporated into the development to the satisfaction of the Responsible Authority.
26. Prior to the commencement of the development, a legal point of discharge is to be obtained, and where required, a stormwater drainage plan showing how the site will be drained from the property boundary to the stated point of discharge, must be submitted to and approved by the Responsible Authority.
- Where applicable, any stormwater treatment measures (eg. raingarden, bio-swale etc) contained within the endorsed ESD Management Plan or landscape plans must be included on the stormwater drainage plan.

Schedule of Materials and Finishes

27. A detailed schedule of materials, finishes and samples for all the buildings external surfaces is to be submitted for endorsement, to the satisfaction of the Responsible Authority. Once approved, the schedule will form part of the permit. The schedule must not be altered without the prior written consent of the Responsible Authority and any such changes must demonstrate that they are consistent with the original design concept for the development.

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ESD Management Plan

28. An amended Environmentally Sustainable Development (ESD) Management Plan prepared by a suitably qualified environmental engineer or equivalent must be prepared to the satisfaction of the Responsible Authority. The report must be in accordance with the Ecologically Sustainable Development Report June 2011 by Sustainable Development Consultants. The recommendations of the plan must be incorporated into the design and layout of the development and must be implemented to the satisfaction of the Responsible Authority prior to the occupation of the development. The amended Plan must but modified to include the following additional ESD initiatives to achieve an equivalent 4 star Green Star rating:

- a) A minimum of 130,000 litre capacity rainwater harvesting system collecting a minimum of 2900m² of roof area and connected to at least 100 apartment toilets and an irrigation system for vegetation.
- b) Raingardens of a minimum area of 23m² to service at least 2300m² of impermeable area including paths and driveways and roof area not connected to the rainwater harvesting system.
- c) A STORM or MUSIC report showing Best Practise stormwater management to the satisfaction of the Responsible Authority.
- d) Common area lighting to be provided by Light Emitting Diodes (LEDs).
- e) Dishwashers and washing machines to be installed prior to occupation in each dwelling and within one star of the best available technology for water and energy efficiency.
- f) Provision of an additional 193 bicycle spaces.
- g) All engineered wood products (including exposed and concealed applications) to have low or no formaldehyde in accordance with Green Star Multi-Residential V1 criteria;
- h) A dwelling shutdown switch located at the entrance door of each dwelling.
- i) Each kitchen provided with separate extraction fans ducted to outside.
- j) Internal or external clothes lines and/or hoists to each dwelling that have a total line length of not less than 7.5m.
- k) A bulk waste storage area to contain a 2m³ cage, clearly labelled and separated from general waste and recycling area.
- l) Grid connected renewable energy system providing at least 13kWh average yearly production for offsetting energy use of common area services energy use.

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- m) Provision of communal facilities including BBQ area, play equipment, and sitting areas.
 - n) All single facade apartments provided with security door onto common area corridors, and fire rated self closing and latching mechanism for apartment entrance doors or alternative design to achieve increased ventilation to these dwellings.
 - o) All common area corridors provided with mechanically assisted ventilation providing fresh air rates of at least 2.5 L/s/m² of air movement to each habitable room or an increase of at least 150% on minimum rates set out in AS 1668.2-1991.
 - p) Common area corridors windows openable and to have a clear opening of not less than 1m² in size.
 - q) All internal doors in dwellings that form a breeze path are provided with door catches to prevent the doors from being blown shut.
 - r) Operable louvers or openable windows provided above foyer entrance doors with a clear opening of not less than 1m² in size.
 - s) An implementation schedule must identify the different areas of responsibility and provide a schedule for implementation, ongoing management, maintenance and monitoring.
29. All works must be undertaken in accordance with the endorsed Environmentally Sustainable Development (ESD) Management Plan to the satisfaction of the Responsible Authority. No alterations to the ESD Management Plan may occur without written consent of the Responsible Authority.
30. Prior to the occupation of any dwelling approved under this permit, a report from the author of the Environmentally Sustainable Development (ESD) Management Plan report approved pursuant to this permit, or similarly qualified person or company, must be submitted to the Responsible Authority. The report must be to the satisfaction of the Responsible Authority and must confirm that all measures specified in the Environmentally Sustainable Development (ESD) Management Plan have been implemented in accordance with the approved Plan.

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Disability Access Plan

31. Prior to the occupation of any dwelling approved under this permit, a report from the author of the Disability Access Plan report approved pursuant to this permit, or similarly qualified person or company, must be submitted to the Responsible Authority. The report must be to the satisfaction of the Responsible Authority and must confirm that all measures specified in the Disability Access Plan have been implemented in accordance with the approved Plan. In addition to the measures specified in the Disability Access Plan this report must conclude that the following has been satisfactorily constructed;
- a) Vehicular and pedestrian access into the buildings;
 - b) Access to the lifts;
 - c) The provision of tactile indicators;
 - d) The provision of Braille indicators for the lifts;
 - e) The use of contrasting paving or surface materials to assist the vision impaired;
 - f) Emergency exits
 - g) Car parking
 - h) Intercom system; and
 - i) Mailboxes
32. The Disability Access Plan approved under this permit must be implemented and complied with as all times to the satisfaction of the Responsible Authority unless with the further written approval of the Responsible Authority.

Director of Public Transport

33. Any alteration required to bus stop infrastructure must not be commenced without the prior consent of the Director of Public Transport. Any alterations including temporary works or damage during construction must be rectified to the satisfaction of the Director of Public Transport and at the cost of the permit holder.

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Planning Scheme: Moreland Planning Scheme

Responsible Authority: Moreland City Council

ADDRESS OF LAND: 8-12 Olive York Way, BRUNSWICK WEST VIC 3055

34. This permit will expire if one of the following circumstances applies:

- a) the development is not commenced within two (2) years from the date of issue of this permit;
- b) the development is not completed within four (4) years from the date of issue of this permit.

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

Notes:

These notes are for information only and do not constitute part of this permit or conditions of this permit.

Note 1: Environmental Audits

- i. A copy of the Certificate or Statement of Environmental Audit, including the complete Environmental Audit Report must be submitted to the Responsible Authority within 7 days of issue, in accordance with Section 53ZB of the *Environment Protection Act 1970*.
- ii. Where a Statement of Environmental Audit is issued for the land a copy of that Statement must be provided to any person who proposes to become an occupier of the land, pursuant to Section 53ZE of the *Environment Protection Act 1970*.
- iii. The land owner and all its successors in title or transferees must, upon release for private sale of any part of the land, include in the Vendor's Statement pursuant to Section 32 of the *Sale of Land Act 1962*, a copy of the Certificate or Statement of Environmental Audit including a copy of any cover letter.
- iv. Where a Statement of Environmental Audit issued for the land contains conditions that the Responsible Authority considers to be unreasonable in the circumstances, the Responsible Authority may seek cancellation or amendment of the planning permit in accordance with Section 87 of the *Planning and Environment Act 1987*.

Note 2:

Should Council impose car parking restrictions in this street, the owners and/or occupiers of the land would not be eligible for any Council parking permits to allow for on street parking.

Page 11 of 12

09 JANUARY 2012
DATE ISSUED

SIGNATURE FOR THE RESPONSIBLE AUTHORITY



Moreland City Council

PLANNING PERMIT

Application No. MPS/2010/984

Planning Scheme: Moreland Planning Scheme

Responsible Authority: Moreland City Council

ADDRESS OF LAND: 8-12 Olive York Way, BRUNSWICK WEST VIC 3055

Note 3:

Further approvals are required from Council's City Infrastructure Department who can be contacted on 9240 1143 for any works beyond the boundaries of the property. Planting and other vegetative works proposed on road reserves can be discussed with Council's Open Space Unit on 8311 4300.

Note 4:

Council charges supervision (2.50%) and plan checking (0.75%) fees on the cost of constructing the drain along the easement or street as permitted by Sections 5&6 of the Subdivision (Permit and Certification Fees) Regulations 2000.

Note 5:

Council charges supervision (2.50%) and plan checking (0.75%) fees on the cost of constructing the right-of-way as permitted by Sections 5&6 of the Subdivision (Permit and Certification Fees) Regulations 2000.

Page 12 of 12

09 JANUARY 2012
DATE ISSUED



SIGNATURE FOR THE RESPONSIBLE AUTHORITY



Moreland City Council

Municipal Offices
90 Bell Street
Coburg
Victoria 3058

Postal Address
Locked Bag 10
Moreland
Victoria 3058

Telephone: 9240 1111
Facsimile: 9240 1212

28 November 2013

Tim McBride-Burgess
Duggan Street Development Group
C/- Contour Consultants Aust Pty Ltd
PO Box 1040
CARLTON VIC 3053



Dear Tim,

Planning Permit No: MPS/2010/984

Proposal: Development of the land for 315 dwellings in four buildings consisting of 4, 5, 7 and 8 storeys with a reduction in the standard rate of car parking

Property: 8-12 Olive York Way, BRUNSWICK WEST VIC 3055

Your request of 30 October 2013 seeking an extension of time to the above permit has been approved.

Please note that Condition 1 of the permit required amended plans to be submitted and endorsed before the commencement of development. Please ensure that the requirements of this condition are met before development commences.

The development must now commence by 9 January 2016 and be completed by 9 January 2018.

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

Should you have any queries regarding this matter, please contact me on 9384 9245.

Yours sincerely

David Portelli
Senior Urban Planner

\\FALCOM\GEAC\PATH\DOCS\PROD\LAP\FINAL\01880000\

Language Link

中文	9280 1910	Español	9280 1916
Italiano	9280 1911	Hrvatski	9280 1917
Ελληνικά	9280 1912	हिन्दी	9280 1918
العربية	9280 1913		
Türkçe	9280 1914	All other languages	
Việt Ngữ	9280 1915	9280 1919	

Certificate Number: 39102
Assessment Number: 161397



Moreland City Council

Date of Issue: 12-Feb-2015



Sai Global Property
PO Box 447
SOUTH MELBOURNE VIC 3205

**LAND INFORMATION CERTIFICATE
SECTION 229 LOCAL GOVERNMENT ACT 1989**

Assessment Number: 1613970
Applicant Reference: 26770085:46108261:33347
Certificate Number: 39102

ASSESSMENT NO: 1613970
PROPERTY LOCATION: 8-12 Olive York Way, BRUNSWICK WEST VIC 3055
PROPERTY DESCRIPTION: Lot S2 PS 606542 CT-11172/971

This Certificate provides information regarding valuations, rates, charges, other moneys owing and any orders or notices made under the Local Government Act, 1958, Local Government Act 1989 or under a Local Law or by law of the Council and specified flood level by the Council (if any).

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

Council uses Capital Improved Value for rating purposes. The level of value date is 1-Jan-2014 and the date of operation of the valuation for this property is 01-Jul-2014

CAPITAL IMPROVED VALUE	\$ 6,200,000
SITE VALUE	\$ 6,200,000
NETT ANNUAL VALUE	\$ 310,000



Moreland City Council

**RATES AND CHARGES LEVIED FOR THE PERIOD 01/07/14 - 30/06/15
AMOUNTS OUTSTANDING AS AT DATE OF ISSUE OF CERTIFICATE**

Current rates and charges levied

Fire Services Levy – Vacant Land	\$608.00
Vacant Land Rates	\$69,043.20
Property Debt	\$0.00
Arrears and Arrears Interest	\$0.00
Interest for Current Year	\$444.40
Legal Costs	\$0.00
Legal Costs Arrears	\$0.00
Rebates	\$0.00
Payments/Adjustments	\$0.00
NETT TOTAL OUTSTANDING	\$70,095.60

Rates and charges for the 2014/2015 rating year are due by quarterly instalments.

Instalments 1 & 2 totalling \$35,271.60 are now overdue and payable immediately

Instalment 3 is due by 28 February, 2015 for \$17,412.00

Did you know you can pay settlements by:

- BPAY quoting Biller Code: **35105** and reference number **1613970**
- Through Council's website by Visa or MasterCard visiting moreland.vic.gov.au and quoting reference number **1613970**
- By phone with Visa or MasterCard 8677 5137 and quoting reference number **1613970**

Please Note: Interest is charged on payments received after the due dates at a rate of 11.5% p.a. as set by the Penalties Interest Rate Act 1983.



Moreland City Council

GENERAL INFORMATION

- There are No Monies Owed Under **Section 227** Of The Local Government Act 1989.
- This Council Does Not Specify **Flood Levels**.
Information in relation to any designated flood level may be obtained from Yarra Valley Water on Telephone number free call **1800 622 935**.

Other:

NB. Directions to clear FIRE HAZARDS are being issued to owners of properties within the Municipality during the high fire danger period. Although there may be no charge shown on this Certificate, it is possible that a charge will exist by the settlement date.

NOTICES AND ORDERS

POTENTIAL LIABILITIES

Notices and Orders issued as described above:

CONFIRMATION OF ANY VARIATION TO THIS CERTIFICATE WILL ONLY BE GIVEN FOR 90 DAYS AFTER ISSUE DATE. PAYMENTS MADE BY CHEQUE ARE SUBJECT TO CLEARANCE FROM THE BANK.

DISCLAIMER: *Council will not be held liable for any verbal advice/update given in relation to this certificate or the property or properties to which this certificate relates.*

It is recommended that applicants re-apply to ascertain correct amounts. Legal Charges are subject to variation as Council's Solicitors may advise our office of additional costs after a certificate has been issued.



Moreland City Council

ADDITIONAL INFORMATION RELATING TO THIS PROPERTY

VACANT LAND

This property is currently rated as vacant land. Valuations, rates and charges may alter with any improvements made to the property.

CONDITIONS

I acknowledge having received the sum of \$20.00 being fee for this Certificate.

Authorised Officer:

Moreland City Council
Rates and Valuations

Locked Bag 10 MORELAND VIC 3058
Phone: 03 9240 1111 Fax: 03 9240 1212
Email: info@moreland.vic.gov.au

Language Link

中文	9280 1910	Español	9280 1916
Italiano	9280 1911	Hrvatski	9280 1917
Ελληνικά	9280 1912	हिन्दी	9280 1918
العربية	9280 1913		
Türkçe	9280 1914	All other languages	
Việt Ngữ	9280 1915	9280 1919	

Land Tax Clearance Certificate

Land Tax Act 2005



TAN PARTNERS VIA SAI GLOBAL PROPERTY
LEVEL 3, 355 SPENCER ST
WEST MELBOURNE VIC 3003

Your Reference: 26770085:46108263

Certificate No: 88825905

Issue Date: 12 FEB 2015

Enquiries: ESYSPROD

Land Address: 8 -12 OLIVE YORK WAY BRUNSWICK WEST VIC 3055

Land Id	Lot	Plan	Volume	Folio	Taxable Value	Tax Payable
37674808	S2	606542	11172	971	\$6,200,000	\$96,975.00

Vendor: DSI NOMINEES (VIC) PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax Details	Year	Proportional Tax	Penalty/Interest	Total
DSI NOMINEES (VIC) PTY LTD	2015	\$96,975.00	\$0.00	\$96,975.00

Arrears of Tax	Year	Proportional Tax	Penalty/Interest	Total
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Comments: Land Tax will be payable but is not yet due - please see note 5 on reverse.

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

Paul Broderick
Commissioner of State Revenue

TAXABLE VALUE: \$6,200,000

AMOUNT PAYABLE: \$96,975.00

Land Tax Clearance Certificate - Remittance Advice

Certificate No: 88825905

Land ID: 37674808

Amount Payable: \$96,975.00

State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

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

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

Certificate No: 88825905

- Under Section 96 of the Land Tax Act 2005 (the Act), land tax is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
- If land tax is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
- The amount of land tax on this certificate relates to the amount of land tax due and payable as at the date of the application only and not to any future liability or the tax status of the land.
- A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax.
- If land tax will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO within 28 days after settlement.
- If the amount in 3. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from
 - the vendor, or
 - the purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO within 28 days after settlement.
- If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
- If an amount certified is excessively high (for example, because a principal residence concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
- If no land tax is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
- If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
- The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax.

For Information Only

SINGLE OWNERSHIP CALCULATION BASED ON A TAXABLE VALUE OF \$6,200,000

Land Tax = \$96,975.00

Calculated as \$24,975 plus (\$6,200,000 - \$3,000,000) multiplied by 2.250 cents.

Further information

Internet www.sro.vic.gov.au

Email sro@sro.vic.gov.au
(Attn: Land Tax)

Phone 13 21 61 (local call cost)

Fax 03 9628 6853

Mail State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

In person State Revenue Office
Level 2, 121 Exhibition Street
Melbourne Victoria

For SRO counter service hours, please visit
www.sro.vic.gov.au/counter

Payment options

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



Payment by mail:

- State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001



Payment in person:

- Present this notice to the State Revenue Office
Level 2, 121 Exhibition Street
Melbourne Victoria
- Payment by cash or cheques only
- For SRO counter service hours, please visit
www.sro.vic.gov.au/counter

Contact Name Daniel Scott
Telephone 03 9628 0049
Facsimile 03 9628 6853
Our Ref. 37674808
Your Ref. 23021484:40675192



www.sro.vic.gov.au

8 August 2014

Tan Partners
C/- SAI Global Property
Level 3 / 355 Spencer Street
WEST MELBOURNE VIC 3003

Dear Sir/Madam,

Growth Areas Infrastructure Contribution

8-12 Olive York Way, Brunswick West (Volume 11172 Folio 971) – the land

Thank you for your Application for a Growth Areas Infrastructure Contribution (GAIC) Certificate received 6 August 2014 in respect of the land.

GAIC applies to certain land in excess of 0.41 hectares (1 acre) in the contribution area as defined by Section 201RC of the *Planning and Environment Act 1987* (PEA). Only certain lands in the designated growth area municipalities of Cardinia, Casey, Hume, Melton, Mitchell, Whittlesea and Wyndham may be subject to GAIC.

The Commissioner of State Revenue is satisfied that the land is not subject to GAIC as defined in the PEA at this time.

Applications for GAIC certificates may be made, at no charge, via the State Revenue Office (SRO) website at www.sro.vic.gov.au

For further details regarding GAIC, please visit the SRO website or telephone 03 9628 0049.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Daniel Scott'.

Daniel Scott
Land Revenue Branch
State Revenue Office



YARRA VALLEY WATER
400 OLIVE WAY
Lakeside Street
Melbourne Victoria 3102
Private Bag 1
Melbourne Victoria 3102
24 11224
F (03) 9472 1153
E enquiries@yvw.com.au
www.yvw.vic.au



YARRA VALLEY WATER
400 OLIVE WAY
Lakeside Street
Melbourne Victoria 3102
Private Bag 1
Melbourne Victoria 3102
24 11224
F (03) 9472 1153
E enquiries@yvw.com.au
www.yvw.vic.au

12th February 2015

Tan Partners via SAI Global Property
SAIGPROPERTY

Dear Tan Partners via SAI Global Property,

RE: Application for Water Information Statement

Property Address:	8-12 OLIVE YORK WAY BRUNSWICK WEST 3055
Applicant	Tan Partners via SAI Global Property SAIGPROPERTY
Information Statement	30124055
Conveyancing Account Number	2469580000
Your Reference	The York

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

- Yarra Valley Water Encumbrance Statement
- Melbourne Water Encumbrance Statement
- Asset Plan
- Conditions of Connection and Consent
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on 1300 304 668 or email us at the address enquiries@yvw.vic.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.vic.au

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

Yours sincerely,

Steve Lemox
General Manager, Billing and Contact Services

Yarra Valley Water Encumbrance

Property Address	8-12 OLIVE YORK WAY BRUNSWICK WEST 3055
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection shaft (Z/A).

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

There is a backflow prevention device for containment purposes installed on the property which will require annual testing and maintenance by the owner. The selection and installation of the device shall at all times be in accordance with the Plumbing Standards Regulations 1998 (Victoria) and AS/NZS 3500.1.

YVW has imposed conditions on the supply of water to this property via a private inline booster pump. This consent binds the owner(s) of the land and successors in title and is enforceable under Section 145 of the Water Act 1989.

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

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



YARRA VALLEY WATER
400 Littleton Rd
Lushmore VIC 3112
Private Bag 1
Melburn Victoria 3112
CA 13824
F (03) 9472 1333
E enquiries@yvw.com.au
www.yvw.com.au

watercourse.

Melbourne Water Encumbrances

Property Address **B-12 OLIVE YORK WAY BRUNSWICK WEST 3085**

STATEMENT UNDER SECTION 154 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 154(4)

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

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

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

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9579 7517.

22nd December 2014

Application ID: 150139

CONDITIONS OF CONNECTION

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

Approval Detail

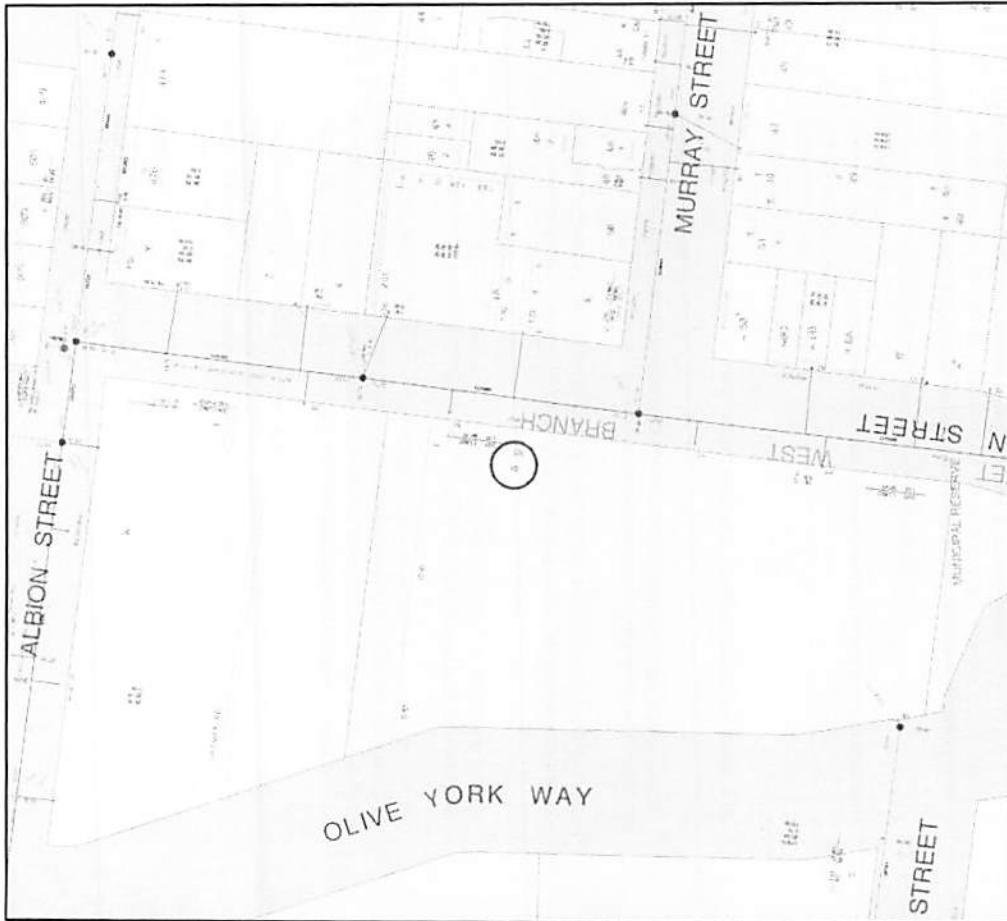
Water

Connection Details

Product	Pipe Material	Pipe Size	Qty	Street where main located
150mm Connection - Drinking Water	UPVC-THICK WALLED P	150	2	

Required Services

Product	Qty
150mm Connection - Drinking Water	2
150mm Magflow Meter	2
150mm fire plug (hydrant)	1
100mm Meter Purchase - Drinking Water	2
20mm Standard Meter & Install - Drinking Water	315
32mm Meter Purchase - Drinking Water	1
50mm Meter Purchase - Drinking Water	2
80mm Meter Purchase - Drinking Water	2
150mm Divide Valve	1
Standard Plugging Small	1



Yarra Valley Water Address: 8-12 OLIVE YORK WAY BRUNSWICK WEST 3055

Information Statement Date: 12/02/2015 Scale: 1:1000

Number: 30124055

ABN 93 066 902 501

Existing Title **Proposed Title**

Sewer Pipe Flow **Sewer**

Subject Property **Access Point No.**

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd. Does not warrant the accuracy or completeness of the information supplied, including without limitation, the location of Water and Sewer Assets.

- Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;

- Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly.

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Sewer Connection	1018019

Multiple Lots

Number of Lots	315
----------------	-----

Specific conditions affecting encumbrances on property:

Private Main
Backflow Prevention

Conditions of Connection Details

GENERAL

In these conditions the terms,

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

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

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

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

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

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

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

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

WATER

All water provided to the property must be metered. This development must have a main meter with individual meters for each dwelling/lot to be taken from this supply. If you are installing shared facilities within the development a separate meter must also be installed at that facility.

Examples of shared facilities are bulk hot water units, common irrigation service, shared laundry, a cleaner's room and any other common areas supplied with a water service.

This will ensure that each unit and common area in the development has a separately metered

service, and that all water delivered to the property is measured.

General water supply(s) are to be installed as referenced in the table of approval details of this document as required services. The table includes water main and connection details. In a mandated recycled water area recycling connections also apply and are referenced in the same table.

The existing service is to be disconnected and the main plugged. The meter must be returned to Yarra Valley Water, so please make sure it is available for our contractor to collect at the time of disconnection. If the meter is not available for collection, the tapping may be cancelled and a rebooking fee will apply.

Water supply(s) services that are to be removed are listed in the Conditions of Connection. In a mandated recycled water area the recycled water service(s) must also be removed and are referenced in the same table.

A fire service(s) is/are to be installed as referenced in the Conditions of Connection details of this document as required services. The product and main locations detail the service size and connection location required. NOTE: It is the applicant's responsibility to ensure that the private water service is of sufficient design and standard to meet all water quality and safety requirements of the occupants and users of the site and that the relevant fire authority requirements are met. NOTE: The installation of pumps on any water service to boost pressure or fill storage tanks directly from a water main is prohibited. Pumps may only be installed on the outlets of storage tanks filled under mains pressure.

Approval is also given for the installation of a general service which is to be taken from the fire service for general supply purposes.

The fire service is to be used for fire fighting purposes only. If the fire service is to be used for other purposes Yarra Valley Water may apply penalties under the Water Act 1989. Plumbing modifications and payment of additional fees may also be required.

A divide valve is required to be fitted to the water main adjacent to the new tapping. This valve will reduce the impact of an unplanned outage or shutdown. The cost of the divide valve is to be borne by the owner and the fee is to be paid at the time the tapping is booked.

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Water's plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

All tapplings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Water's contractor. Selected Solutions on 1300 724 858. A phone call is not required if products are New

Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Select Solutions.

All meters are supplied by Yarra Valley Water after payment of the relevant fees.

If the tapping and/or plugging is required to be performed outside of business hours, either at your request or as determined by Yarra Valley Water's plumbing contractor, an additional after hours fee will apply.

Meters are not permitted to be installed inside units/dwellings. In all situations where the meter is deemed inaccessible, either by your advice, or as determined by Yarra Valley Water plumbing contractor, remote read meters must be fitted at your cost. Remote read meters must be installed in the following circumstances: high rise developments; any water meter which is located where Yarra Valley Water will have to enter a building to read the meter, where access to the meter will be restricted by gates/fences. If you are aware that remote read meters will be required, please inform the easyACCESS staff at the time of booking.

For all tapplings and/or pluggings, it is the responsibility of the person performing the excavation to obtain a Road Opening Permit from the local municipal authority before any excavation work commences. All traffic management requirements contained in the Road Opening permit must be complied with. The excavation must expose the main at the tapping/plugging point and be made safe prior to the tapping / plugging appointment time. If you choose to have Yarra Valley Water's plumbing contractor carry out the excavation, Yarra Valley Water will organize the necessary permit at an additional cost on a per road opening basis.

Failure to comply with any of these requirements will result in the booking being cancelled and a rebooking fee will apply.

Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858

The plumber is required to tag all risers (meters) and the corresponding unit with the relevant unit number in order to allow tap audits to be carried out by Yarra Valley Water's contractor.

Where you have elected for your plumber to provide the excavation, you will be contacted by Yarra Valley Water within 2 working days of your booking to confirm an appointment date and time. If you have elected for Yarra Valley Water to provide the excavation, you will be contacted to confirm your preferred location for the service. Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858. If you wish to cancel the booking you will need to return to the easyACCESS store where the booking was made (if applicable) to seek a refund. A cancellation fee may apply.

METER ASSEMBLIES & POSITIONING

It is the responsibility of the private plumber to ensure that containment, zone and individual backflow prevention is provided.

Water meter assemblies:

- a) Must be within 2 metres of the title boundary that abuts the water main
- b) Must be fitted at right angles to the water main, in line with the tapping

- c) Must be fully supported with minimum ground clearance of 150mm and should not be >300mm from the finished ground level to the base of the assembly
- d) Must not be encased in concrete surrounds
- e) Must be readily accessible for reading, maintenance and replacement. If Yarra Valley Water deem meters to be inaccessible, remote meters may be required at additional cost to the customer
- f) Can be installed in utility rooms or meter cabinets located within a common access area and must be readily accessible, subject to Yarra Valley Water's approval

If meters need to be moved >600mm a plugging and re-lapping must be booked and the relevant fee paid.

Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering.

Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water.

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water website (www.yvw.com.au) to ensure the installations meet the required standard.

REMOVAL OF WATER METERS

Only Yarra Valley Water's plumbing contractor is permitted to remove water meters.

If redevelopment of the site is occurring and the meter is no longer required, a plugging of the service must be arranged and the meter will be collected by our contractor at the time of the plugging.

DAMAGED OR STOLEN METERS

If the builder/plumber damage a meter or meter assembly, it is the responsibility of the builder/plumber to rectify these assets back to the same condition as at time of installation by Yarra Valley Water.

- Failure to do so will result in Yarra Valley Water making the necessary amendments and recovering these costs from the property owner.
- Repeat offences may result in the services being plugged and re-booking fees will apply to have the services reinstated

Stolen meters are to be reported to Yarra Valley Water faults and emergencies:

- Call 13 2762 (24 hrs).
- Replacement of stolen meters can take up to 10 days. If replacement is required more urgently, please advise the operator at the time of the call.
- Until the meter is replaced no connections between the supply and the dwelling are to be

reinstated. No straight pieces or alternative connections are allowed to be installed.

Meter assemblies must adhere to Yarra Valley Water's metering technical drawings which can be found at www.yvw.com.au/easyACCESS

The installation of pumps on any water service to boost pressure or fill storage tanks directly from a water main is prohibited. Pumps may only be installed on the outlets of storage tanks filled under mains pressure.

Yarra Valley Water has assessed your application and determined the best possible connection point for your development.

A street hydrant is required to be fitted to the water main as indicated on the attached water concept plan. The cost of the street hydrant is to be borne by the applicant and the fee is to be paid with other lapping fees prior to arranging a booking.

The fire service requested for this development must be metered by a Magflow Meter as referenced in the table of approval details of this document as required services.

SEWER

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

Following the completion of new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water. The plan can be uploaded for you at one of the easyACCESS outlets, emailed to easyACCESS@yvw.com.au or faxed to 9872 1413.

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

Sewer connection must be into a manhole as stated in WSA 02.2002-2.3 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 1 – Clause 5.5.2 & Clause 6.6.3.

The Applicant is required to inspect the existing connecting manhole to ensure it is a standard circular concrete manhole and make an assessment of suitability for connection with regards to access and structural integrity. Any structural defects which the Developer believes will preclude connection must be immediately reported to Yarra Valley Water for rectification.

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

Inspection of an existing manhole and / or construction of a new manhole can be arranged by selecting a suitably endorsed Yarra Valley Water accredited live sewer contractor.

AMENDMENTS

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

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

INDEMNITY

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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

CONDITIONS OF CONSENT

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

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

This development must comply with the Guidelines for Proposed Works Over / Adjacent to Water Authority Assets up to and including 225mm diameter. If your plans of the proposed works do not comply with these conditions you must either amend your planned development to comply with these conditions or else undertake works to relocate or protect Yarra Valley Water assets in accordance with the Guidelines for Proposed Works Over / Adjacent to Water Authority Assets up to and including 225mm diameter. Note for subdivisional developments where corrective action is required and has not been undertaken a statement of compliance will not be issued to Council

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

The New Customer Contribution fees remain valid for 90 days from the date of this letter and are based on the information provided in your application. Further fees may be imposed if it is found that this development involves works other than declared on your application. If there are changes to the details supplied or if the approval period expires, revised conditions of connection and additional fees will be applicable. If this occurs it will be necessary to resubmit a new application.

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

SUBDIVISIONAL CONDITIONS

We advise that should this development proceed to subdivision the plan of subdivision must include an Owners Corporation schedule. Should an Owners Corporation schedule not form part of the plan of subdivision, extensions to our sewer and water mains may be necessary, requiring the lodgement of a new application and payment of additional fees.

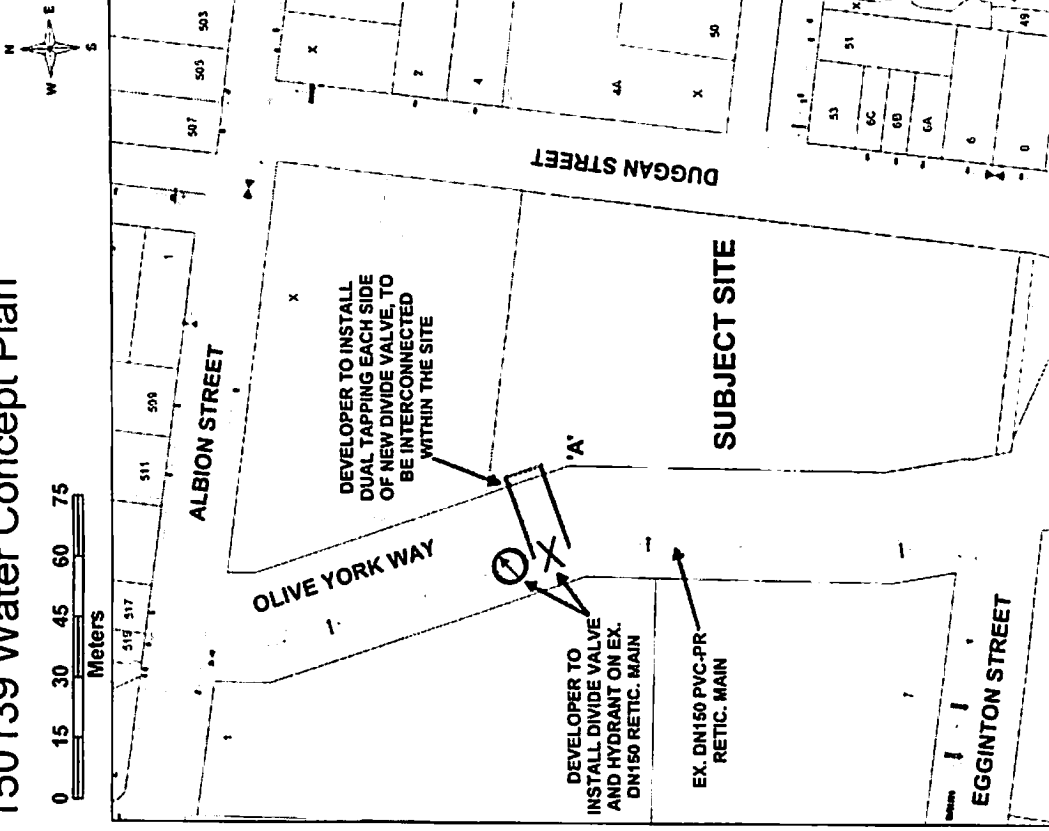
Water and sewerage services are required to be extended to each individual lot within the development. The extended property service drain must adequately control all lots.

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

An encumbrance will be placed on lots in this subdivision advising prospective purchasers that the properties are serviced by shared sewer and/or water connections.

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

150139 Water Concept Plan



150139 COMPLETE SERVICING ADVICE

GENERAL

This Complete Servicing Advice, hereafter referred to as 'advice', is based on information provided within the developer's application. This advice may no longer be valid if information provided by the developer changes.

This advice expires if not accepted within three months of the date of this letter.

This advice succeeds any prior written or verbal advice provided by YVW. The designer should clarify any discrepancies between this and previous advice with YVW.

Any proposed changes to this advice must be approved in writing by the Manager Water Growth Planning.

For multi-unit/apartment developments, the development must have a main meter with individual meters for each dwelling/lot to be taken from this supply. If shared facilities are installed within the development, such as a swimming pool or a communal laundry, then a separate meter must also be installed at that facility.

The designer should note that Clause 1.2.3 of WSA 03-2011-3.1 Melbourne Retail Water Agencies Edition - Version 2 requires the designer to comply with YVW's Water Supply Servicing plans prior to any works.

A Concept Plan in accordance with Clause 1.2.3 of Water Supply Code WSAA 03-2011 3.1 has been provided.

The Water Supply Code WSA 03-2011-3.1 MRWA Edition - Version 2 requires that the designer shall ensure that pipework layout and sufficient divide valves are specified such that Shut Off Block sizes are in accordance with Table 8.2. In the event that this requirement cannot be met with the installation of divide valves, an alternate pipework layout will be required. This shall apply to both new and existing properties.

The minimum size reticulation main for industrial and commercial estates is DN150. This is established to ensure adequate flow rates and residual pressures, including a contribution to basic fire fighting capability and is in accordance with clause 3.1.2 of the Melbourne Retailer's edition of the Water Supply Code WSAA 03-2011 3.1

In order to service this development a break pressure tank and booster pump may need to be installed in order to provide supply to areas requiring higher than supplied pressure, such as for upper floors of apartments or for fire requirements. Booster pumping direct from the main is not preferred and a separate detailed application must be made to YVW for approval. If booster pumping is required, the development must not be supplied by a dead end main.

POTABLE WATER ADVICE

The TWL for the Water Supply Zone is 99.5 (m) AHD. Under normal operating conditions the maximum applicable HGR/L for the proposed development is 99.5 (m) AHD and the minimum Dry Summer Day HGR/L is 71.04 (m) AHD. For the purpose of water hammer, an additional 20m pressure is to be allowed for in the design of all water assets, including fixtures and thrust blocks.

The maximum allowable flow for the design of fire services is 25 L/s on single direction supply DN100 mains, 40 L/s on dual direction supply DN100 mains, 60 L/s on DN150 mains, and 75 L/s on DN225 mains and above, unless further limited by available pressure and flow. Fire services may not be directly supplied by mains smaller than DN100. A separate application for Pressure and Flow information is required for design of fire services.

Please refer to the attached charts for pressure and flow information for assessment of general services. The information provided is for the point marked 'A' on the attached Water Supply Concept Plan, for a Peak Summer Day event.

All properties in this area require a domestic Pressure Reducing Valve (PRV) to be installed to ensure compliance with the plumbing code. A licensed plumber must install the PRV in an accessible location on all water outlets (other than a fire service outlet). The static pressure to this stage of the development is currently or will ultimately be greater than 50m in line with our servicing strategy for the supply zone. Should the developer not install a PRV as part of development works, the contract of sale document for allotments is to include a requirement for the new owner to install a PRV as part of their internal potable water plumbing to ensure compliance with the plumbing code.

The development shall connect to the DN150 Olive York Way main. The developer shall install a dual tapping each side of a new divide valve, to be interconnected within the site, as shown on the attached Water Concept Plan. The developer shall also install a new hydrant north of the tapping location, on the existing DN150 Olive York Way main.

No developer constructed assets are required for this development

All wet tapings on existing water mains must be undertaken by YVW's own tapping contractor.

Based on the information provided in your application no Melbourne Water assets are impacted by this proposal

SEWER GROWTH PLANNING COMPLETE SERVICING ADVICE- NON WORKS OFFERS

Application ID No. 150139

General

- This complete servicing advice ("advice") is based on the information provided within the developers Application and will no longer be valid if the information provided by the developer changes subsequent to this Application.
- The following information is complete servicing advice. This advice expires if not accepted within 3 months of the date of this letter.
- This advice succeeds any prior written or verbal advice provided by Yarra Valley Water.

Design Standards

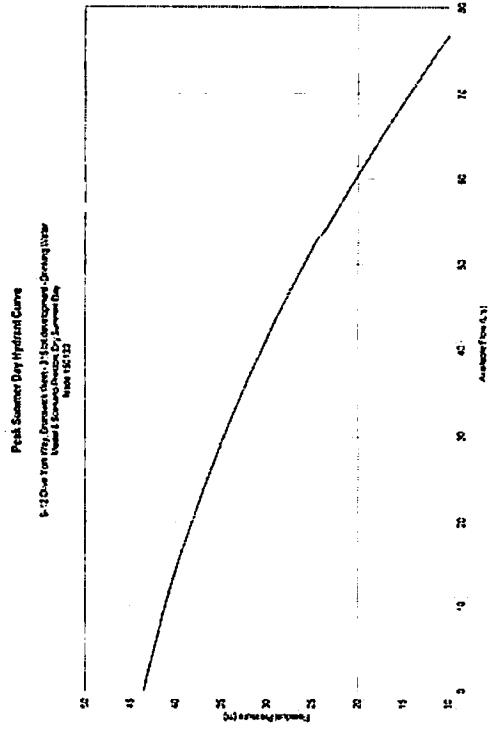
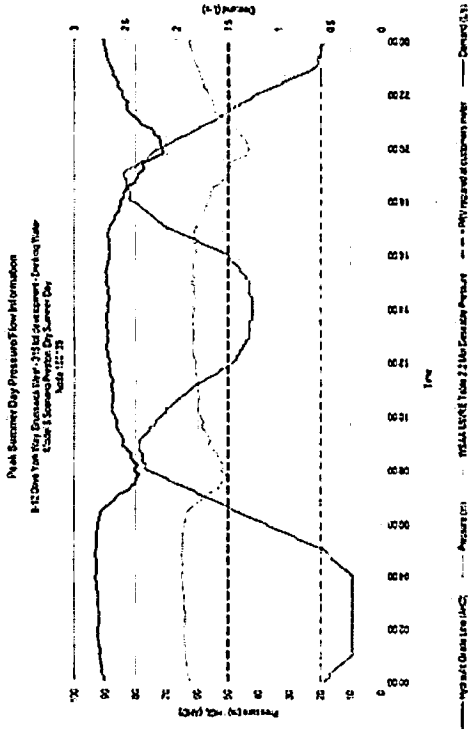
- Unless otherwise instructed all works shall be designed in accordance with WSA 02-2002:2.3 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 1.

Generic Technical Requirements

- Construction of works through other properties requires permission from the relevant land owners.
- All branches not used must be cut and sealed.
- Upon accepting this Offer the Developer is required to inspect the connecting manhole and make an assessment of suitability for connection with regards to access and structural integrity. Any structural defects which the Developer believes will preclude connection must be immediately reported to Yarra Valley Water for rectification. If connection to the manhole is not possible because of other physical constraints, including but not limited to the arrangement of ladders and/or other existing connections, the Developer will have to fully fund construction of a new and/or additional manhole as the case may be.

Minor Works - Connection Point

1. Buildings B and D (as indicated in the supplied plan) of the development shall connect to manhole MPM37-28.
2. Buildings A and C (as indicated in the supplied plan) of the development shall connect to manhole ASW10 or ASW9.
3. Note that the new connection for this development must be into a manhole as stated in WSA 02-2002:2.3 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 1 - Clause 5.5.2 & Clause 6.6.3. If the connection cannot be made to an existing manhole then a new manhole will need to be constructed on the existing sewer.
The property connection into manhole MPM37-28 shall meet the manhole on-grade (no drop into the manhole).
The chase of the manhole MPM37-28 shall be formed to reduce the incoming connection from 225mm to 150mm exil.
Re-shaping of the chase will be at the developer's costs.
- 4.
- 5.
6. Points have been discussed with Clevee Warring from JBA Consulting Engineers Pty Ltd



Odour Control

- This owners corporation development is to be boundary trapped

Partial Lot Control

The sewers servicing each lot within this development must accommodate full gravity drainage of the serviced area of the lot as defined in Clause 4.6.4 of the WSA 02-2002-2.3 Sewerage Code of Australia, MRWA Edition.

Partial lot control will only be allowed where Yarra Valley Water agrees that it is not feasible to provide full gravity control. The judgement as to whether full gravity control is feasible is at Yarra Valley Water's sole discretion.

Partial lot control will not be allowed for this development.

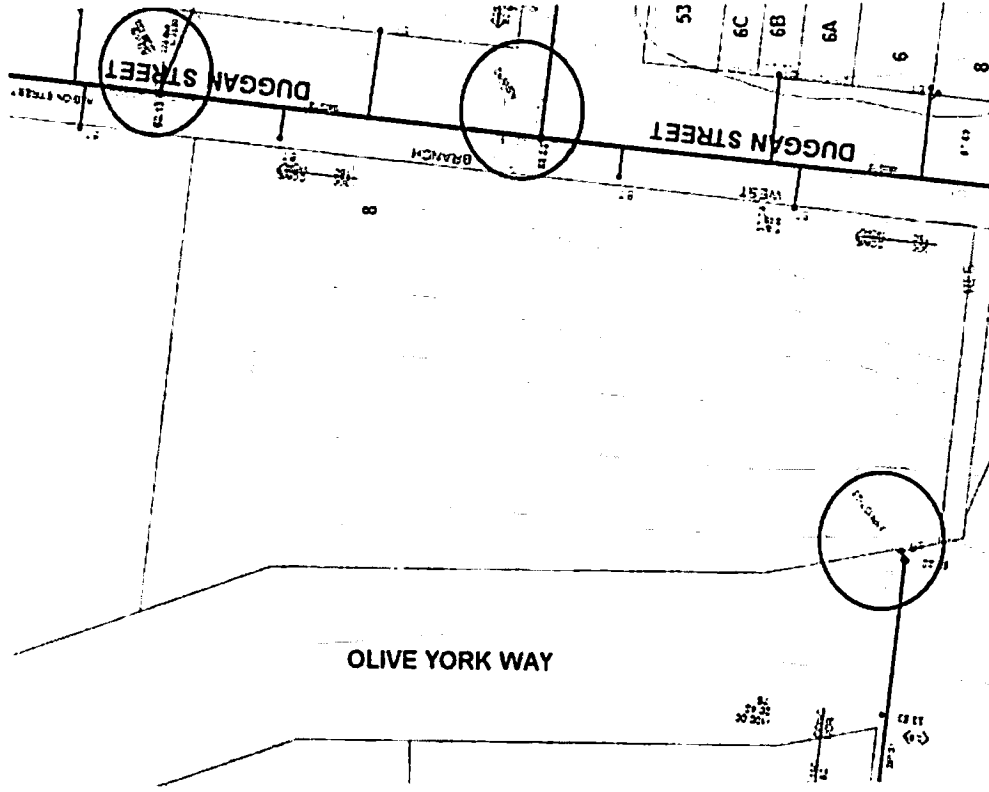
Privately-owned Pump Stations

Yarra Valley Water only allows the use of privately-owned pump stations to service fixtures below the finished surface level of the allotment (e.g. basements and basement car parks). The pump station must discharge to the internal gravity plumbing prior to the 27A connection point (i.e. the interface point where the private gravity plumbing connects to the Yarra Valley Water property branch).

Trade Waste Agreement

A discharge of trade waste from any part of this development will require a Trade Waste Agreement. Trade Waste is broadly defined as any liquid waste discharged to the sewerage system from a trading premise with the exception of toilet/resroom type waste.

Each individual trade waste discharge requires the completion of a Trade Waste Services Application form, available from http://www.yvw.com.au/www/groups/public/documents/document/tradewaste_applicationform.pdf and the completed form should then be returned to Yarra Valley Water who will assess the application and may request more information regarding any site specific requirements



22nd December 2014

Application ID: 154005

CONDITIONS OF CONNECTION

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

Approval Detail

Multiple Lots

Number of Lots	1
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Specific conditions affecting encumbrances on property:

Inline Pumping

Conditions of Connection Details

GENERAL

In these conditions the terms,

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

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

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

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

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

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

- Plumbing Regulations 1988 (Vic);
 - Water Industry Regulations 2006 (Vic);
 - Building Act 1993 (Vic);
 - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

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

WATER

Conditions of Connection for Inline Pumping – General Supply

1. OBLIGATIONS OF PROPERTY OWNER

The Property Owner may only proceed with works to install an inline pump on the service to the property subject to these conditions if all requirements, terms and conditions as specified within the Conditions of Connection are met by the Property Owner.

- 1.1 For the purposes of these conditions:
 - (a) "the Property" means the property described in Schedule 1, and
 - (b) "the Property Owner" means the registered proprietor as at the date of these conditions, its heirs, successors and permitted assigns.
- 1.2 If the Property is subject to a proposed plan of subdivision shown in Schedule 1, the inline pump on the service to the property subject to these conditions must be installed on the area denoted as common property on the plan of subdivision.

Connection of an Inline Pump on a General Service

- 1.3 The inline pump to be installed on the service to the Property must be in accordance with the specifications set out in the Conditions of Connection.
- 1.4 The maximum allowable flow to be taken through the service shall be 110% of the nominal flow capacity of the meter. Where the pump capacity exceeds this flow rate, a flow control valve approved by Yarra Valley Water rated to 110% of the nominal flow capacity of the meter shall be installed downstream of the meter by the Property Owner.
- 1.5 The Property Owner shall be responsible for ensuring that adequate backflow prevention is in place as per AS3500 and shall as a minimum have a detector check valve installed to Yarra Valley Water standard requirements.

Responsibility for Maintenance and Testing

- 1.6 In the case of a Fire or Combined service, Yarra Valley Water is not responsible for maintaining any valves, fittings or pipework past the first flange on the offtake to the service, except the full bore magflow meter, as per the Water Industry Regulations 2006. The Property Owner shall be responsible for installing, maintaining and usage fees for the power supply to the magflow meter.
- 1.7 The Property Owner is responsible for the maintenance, repair and replacement of the inline pump on the service, and any works that are required beyond the meter assembly.
- 1.8 The Property Owner is liable for any damage to Yarra Valley Water's assets, or the assets of any Yarra Valley Water customer, directly attributable to the operation of the inline pump. This shall include damage caused by pressure spikes due to normal

- pump starts and stops.
- 1.9 Yarra Valley Water shall not be liable for any damage to the inline pump due to planned or emergency shutdowns on the water main. The inline pump shall have a no flow cut out switch to protect against any damage.
 - 1.10 The inline pump and service must not be altered or extended (including for the purposes of a subdivision of land) unless Yarra Valley Water's approval has been obtained. Approval must be obtained from Yarra Valley Water prior to the replacement of any pump or motor.
 - 1.11 Flow testing of all Fire Service Pumps shall be a notified event to Yarra Valley Water's Customer Contact Centre. The Property Owner shall ensure that Yarra Valley Water is notified 24 hours prior to testing being undertaken. Yarra Valley Water may prohibit testing on a given day due to operational considerations, i.e. other planned works, total fire ban days.
 - 1.12 The Property Owner shall ensure that testing of backflow prevention devices is carried out in accordance with AS3500 and certification submitted to Yarra Valley Water for its records.
 - 1.13 Yarra Valley Water reserves the right to inspect and audit the operation and maintenance records for any inline pump installed on a service to confirm compliance with the terms and conditions within these conditions.
 - 1.14 The Property Owner must comply with all directions issued under section 150 of the Water Act 1989 by Yarra Valley Water from time to time including carrying out any works, repairs or maintenance to the inline pump on the service deemed necessary by Yarra Valley Water.

Pipework and Plumbing

- 1.15 The Property Owner must ensure that all pipework and plumbing relating to the service is carried out in accordance with Yarra Valley Water's letter of approval and AS3500 Part 1, Victoria Water Supply and Sewerage Plumbing Regulations 1994, Water Industry Regulations 2006.
- 1.16 The Property Owner must notify Yarra Valley Water prior to the removal of the inline pump.

Supply to Others Prohibited

- 1.17 The Property Owner must ensure that only the Property described in Schedule 1 is connected to or receives water from the pumped service.

2. WATER USAGE

- 2.1 All water supplied by means of the pumped service to the Property must be measured by a meter. In the case of a Fire or Combined Service a full bore magflow meter shall be supplied and installed by Yarra Valley Water.

- 2.2 Fire Services shall only be used in accordance with hydrant testing as required under AS2419.1 and fire sprinkler testing as required under AS2118 or in the case of an actual fire.
- 3. STANDARD OF WATER**
- 3.1 Under these conditions the Property Owner is guaranteed a level of service as detailed under Yarra Valley Water's Customer Charter.
- 3.2 Under these conditions the Property Owner acknowledges that the pressure and flows available from the Yarra Valley Water main may vary over time due to growth in demands and operational changes to the network. Yarra Valley Water shall simultaneously notify the Property Owner and the Metropolitan Fire Brigade (MFB) of any permanent change in pressure but will not be liable for inadequate pump performance due to such changes.
- 3.3 Failure by the Property Owner to adequately maintain the inline pump and service or any works connecting the inline pump and service to the Property may affect the quantity, quality or pressure of water supplied to the Property by the inline pump and service.

4. FEES AND CHARGES

The Property Owner must pay Yarra Valley Water the water usage charges and any other applicable fees and charges from time to time applying under Yarra Valley Water's approved pricing for the supply of water to the Property as determined in accordance with the provisions of the Water Act 1989.

5. WATER ACT 1989 AND WATER INDUSTRY REGULATIONS 2006

- 5.1 The Water Act 1989 and Water Industry Regulations 2006 apply to these conditions.
- 5.2 Any reference to legislation or subordinate legislation in these conditions is a reference to that legislation or subordinate legislation as amended from time to time or, if replaced, to equivalent provisions in that legislation or subordinate legislation as replaced.

6. TERMINATION/DISCONNECTION

- 6.1 Yarra Valley Water will provide the Property Owner with a notice of breach requiring the Property Owner to rectify the breach if:
- (a) the inline pump adversely affects the operation of Yarra Valley Water's water supply system, or
 - (b) the Property Owner is found to be taking more water than the maximum allowed as specified under these conditions or
 - (c) subject to section 150(4) of the Water Act 1989, if the Property Owner fails to comply with a notice under section 150(4) of the Water Act 1989 within the time specified in that notice.

- 6.2 The Property Owner must rectify the breach of these conditions, or make an agreement with Yarra Valley Water to rectify the breach in an agreed timeframe, within 30 days. If the breach is not rectified, or no agreement made, Yarra Valley Water will consult with the Metropolitan Fire Brigade and will either nominate a revised pump regime or serve notice to terminate. Should the Property Owner not agree to the revised pumping regime, Yarra Valley Water may terminate these conditions. Notice to terminate will require the disconnection of the inline pump on the service on not less than three months notice in writing to the Property Owner.
- 6.3 Any moneys owing to Yarra Valley Water or to any other party under these conditions remain payable notwithstanding the termination of these conditions.
- 6.4 Yarra Valley Water may reduce or restrict the quantity of water supplied to the Property in the event that:
- (a) any of the circumstances in section 141 of the Water Act 1989 apply; or
 - (b) the Property Owner fails to comply with any obligations under these conditions and Yarra Valley Water, acting reasonably, determines that it is necessary to reduce or restrict the quantity of water because of the Property Owner's failure to comply with its obligations under these conditions. Yarra Valley Water must immediately and simultaneously notify the Property Owner and the Metropolitan Fire Brigade if any restrictions are applied under clause 6.4(b).

7. CHANGE IN OWNERSHIP

Proposed change in ownership

- 7.1 A Property Owner proposing to dispose of all or part of the Property which is serviced by an inline pump service must inform any persons who may acquire all or part of the Property of the existence of the inline pumped service and the terms and conditions of this approval.
- 7.2 If the disposal referred to in clause 7.1 is by way of sale, the vendor's statement under section 32 of the Sale of Land Act 1962 must expressly inform potential purchasers of the Property that:
- (a) the inline pump service may be terminated by Yarra Valley Water on not less than one month's notice in writing, and
 - (b) the Terms and conditions subject to which Yarra Valley Water consents under the Water Act 1989 are binding on the successors in title of the person who applied for that consent under the Water Act 1989.

8. INDEMNITY AND RELEASE

- 8.1 To the extent permitted by law, the Property Owner jointly and severally indemnifies Yarra Valley Water against, and releases Yarra Valley Water from, all costs,

expenses (including legal costs), liability, loss or damage incurred or suffered, directly or indirectly, by Yarra Valley Water or any other person, in connection with the inline pump service and the supply of water by the inline pumped service including, without limitation:

- (a) the construction, installation, connection, disconnection, presence, maintenance and operation of the inline pump and service;
 - (b) the supply or failure to supply water or water of a certain quality, quantity or pressure from the inline pump; or
 - (c) any failure to comply with the terms of these conditions of connection.
- 8.2 It is not necessary for Yarra Valley Water to incur any expenses or to make any payments before enforcing a right of indemnity conferred by these conditions of connection.

9. MISCELLANEOUS

Disclosure

- 9.1 Yarra Valley Water may at its absolute discretion disclose the terms and conditions of this approval.

INLINE PUMPING APPLICATION: APPROVED PUMP SPECIFICATION

The Inline Pump is approved for General Service.

This is applicable for the DN150 main on Olive York Way, Brunswick West.

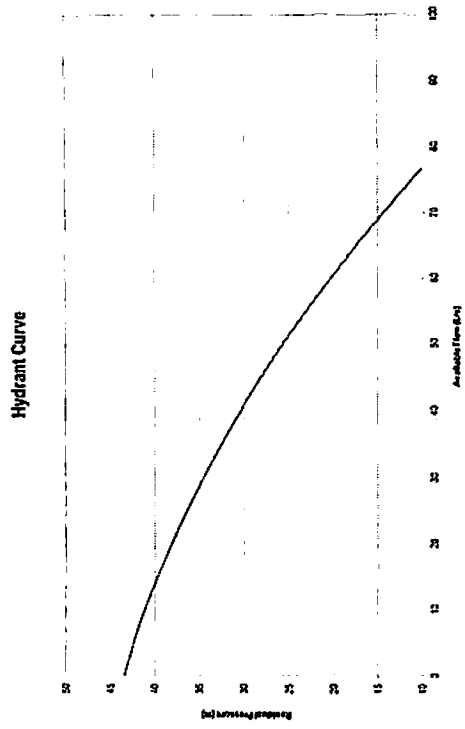
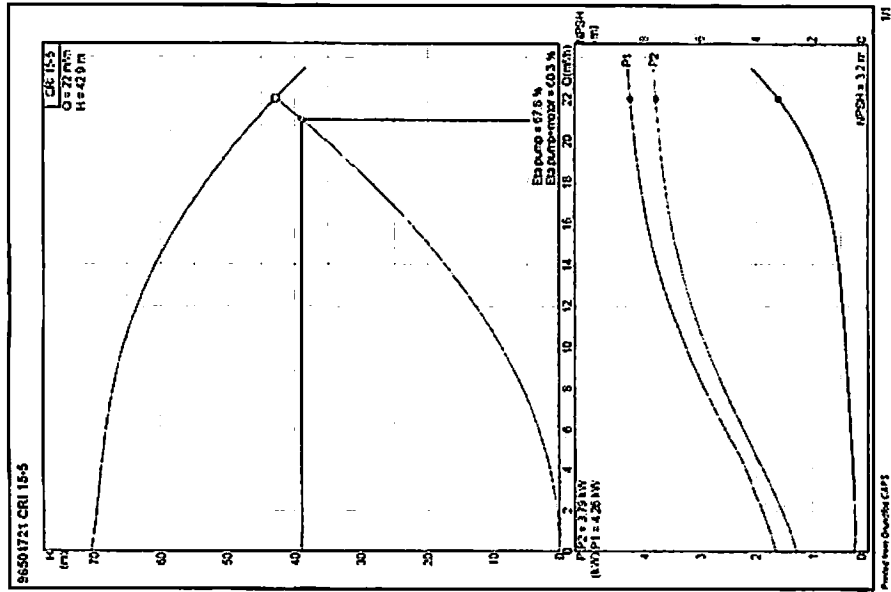
The duty point for the approved pump as attached is:

- Duty flow: 5.65 L/s
- Duty pressure: 390 kPa

Attached is a copy of the pump details as supplied by the manufacturer via the Property Owner for inclusion in this Condition of Connection.

It is noted that this approved pump specification permits the Property Owner to select and substitute another pump specification provided that it is equivalent in performance and has been approved by Yarra Valley Water prior to ordering and installation.

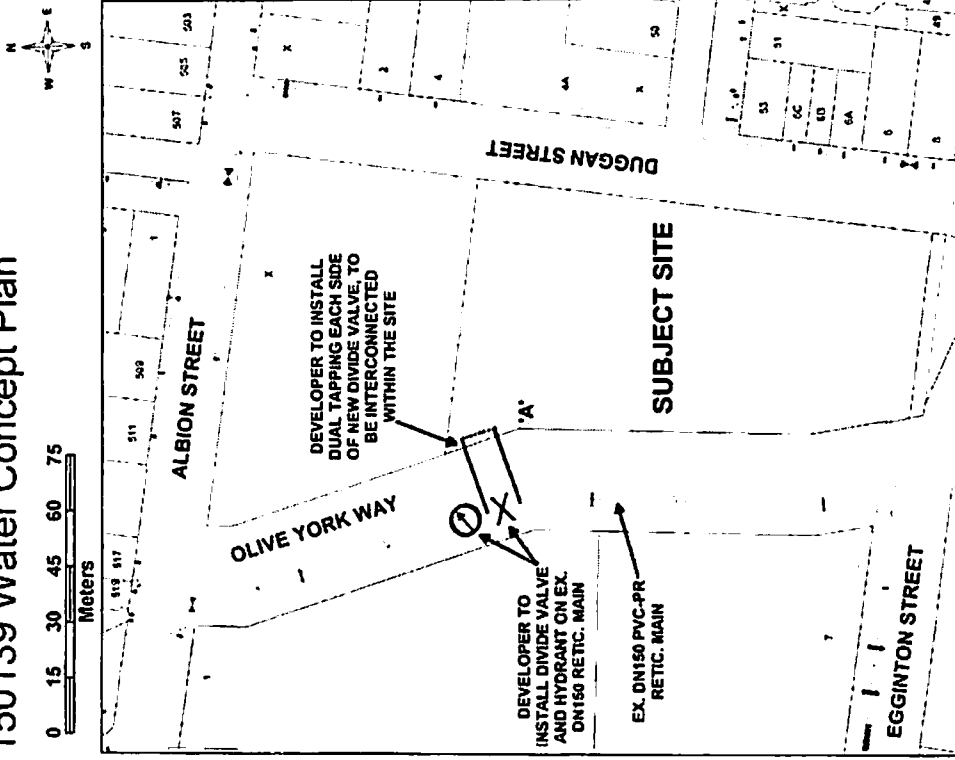
Such formal approval by Yarra Valley Water of an equivalent alternative pump shall not be unreasonably delayed or withheld.



18th August 2014

Application ID: 143635

150139 Water Concept Plan



CONDITIONS OF CONNECTION

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

Approval Detail

Water

Connection Details

Product	Pipe Material	Pipe Size	Qty	Street where main located
32mm Connection - Drinking Water	CAST IRON(GREY CAST)	100	1	Egginton Street

Required Services

Product	Qty
32mm Connection - Drinking Water	1
32mm Meter Purchase - Drinking Water	1

Specific conditions affecting encumbrances on property:

Backflow Prevention

Conditions of Connection Details

GENERAL

In these conditions the terms,

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

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

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

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

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

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

- Plumbing Regulations 1998 (Vic);
- Water Industry Regulations 2005 (Vic);
- Building Act 1993 (Vic);
- Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

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

WATER

General water supply(s) are to be installed as referenced in the table of approval details of this document as required services. The table includes water main and connection details. In a mandated recycled water area recycling connections also apply and are referenced in the same table.

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be

installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Water's plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

All tapplings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Water's contractor Select Solutions on 1300 724 858. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Select Solutions.

All meters are supplied by Yarra Valley Water after payment of the relevant fees.

If the tapping and/or plugging is required to be performed outside of business hours, either at your request or as determined by Yarra Valley Water's plumbing contractor, an additional after hours fee will apply.

Meters are not permitted to be installed inside units/dwellings, in all situations where the meter is deemed inaccessible, either by your advice, or as determined by Yarra Valley Water plumbing contractor, remote read meters must be fitted at your cost. Remote read meters must be installed in the following circumstances: high rise developments; any water meter which is located where Yarra Valley Water will have to enter a building to read the meter; where access to the meter will be restricted by gates/fences. If you are aware that remote read meters will be required, please inform the easyACCESS staff at the time of booking.

For all tapplings and/or pluggings, it is the responsibility of the person performing the excavation to obtain a Road Opening Permit from the local municipal authority before any excavation work commences. All traffic management requirements contained in the Road Opening permit must be complied with. The excavation must expose the main at the tapping/plugging point and be made safe prior to the tapping / plugging appointment time. If you choose to have Yarra Valley Water's plumbing contractor carry out the excavation, Yarra Valley Water will organize the necessary permit at an additional cost on a per road opening basis.

Failure to comply with any of these requirements will result in the booking being cancelled and a rebooking fee will apply.

Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858.

Where you have elected for your plumber to provide the excavation, you will be contacted by Yarra Valley Water within 2 working days of your booking to confirm an appointment date and time. If you have elected for Yarra Valley Water to provide the excavation, you will be contacted to confirm your preferred location for the service. Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858. If you wish to cancel the booking you will need to return to the easyACCESS store where the booking was made (if applicable) to seek a refund. A cancellation fee may apply.

METER ASSEMBLIES & POSITIONING

It is the responsibility of the private plumber to ensure that containment, zone and individual backflow prevention is provided.

Water meter assemblies:

- a) Must be within 2 metres of the title boundary that abuts the water main
- b) Must be fitted at right angles to the water main, in line with the tapping
- c) Must be fully supported with minimum ground clearance of 150mm and should not be >300mm from the finished ground level to the base of the assembly
- d) Must not be encased in concrete surrounds
- e) Must be readily accessible for reading, maintenance and replacement. If Yarra Valley Water deem meters to be inaccessible, remote meters may be required at additional cost to the customer
- f) Can be installed in utility rooms or meter cabinets located within a common access area and must be readily accessible, subject to Yarra Valley Water's approval

If meters need to be moved >600mm a plugging and re-tapping must be booked and the relevant fee paid.

Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering.

Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water.

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water website (www.yvw.com.au) to ensure the installations meet the required standard.

REMOVAL OF WATER METERS

Only Yarra Valley Water's plumbing contractor is permitted to remove water meters.

If redevelopment of the site is occurring and the meter is no longer required, a plugging of the service must be arranged and the meter will be collected by our contractor at the time of the plugging.

DAMAGED OR STOLEN METERS

If the builder/plumber damage a meter or meter assembly, it is the responsibility of the builder/plumber to rectify these assets back to the same condition as at time of installation by Yarra Valley Water.

- Failure to do so will result in Yarra Valley Water making the necessary amendments and recovering these costs from the property owner.
- Repeat offences may result in the services being plugged and re-booking fees will apply to have the services reinstated

Stolen meters are to be reported to Yarra Valley Water faults and emergencies:

- Call 13 2762 (24 hrs).
- Replacement of stolen meters can take up to 10 days. If replacement is required more urgently, please advise the operator at the time of the call.
- Until the meter is replaced no connections between the supply and the dwelling are to be reinstated. No straight pipes or alternative connections are allowed to be installed.

A Backflow Prevention Device protects water in Yarra Valley Water's mains from contamination. A Backflow Prevention Device (BPD) for containment protection must be provided on the water supply connection to, all industrial/commercial properties regardless of the proposed water service size; all residential properties serviced by a 32mm or larger supply; any premises that requires containment protection. The selection of the backflow prevention device and the installation shall be in accordance with the Plumbing Standards Regulations 1998 (Victoria). For residential properties with minimal backflow risk and a service size of 20 or 25mm a Dual Check water meter is used for backflow prevention.

AMENDMENTS

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

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

INDEMNITY

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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

CONDITIONS OF CONSENT

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

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

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

The New Customer Contribution fees remain valid for 90 days from the date of this letter and are based on the information provided in your application. Further fees may be imposed if it is found that this development involves works other than declared on your application. If there are changes to the details supplied or if the approval period expires, revised conditions of connection and additional fees will be applicable. If this occurs it will be necessary to resubmit a new application.



YARRA VALLEY WATER
40 KILMORE RD VIC
Lakeside Street
Melburn Victoria 3102
Fyvie Bldg
Melburn Victoria 3102
DK 13204
E: enquiry@yvw.com.au
Tel: 2071324

Tan Partners via SAI Global Property
SAIGPROPERTY
certificates@property.saiglobal.com

settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
5. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
6. From 01/07/2014, Residential Water Usage is billed using the following step pricing system: 255.59 cents per kilolitre for the first 44 kilolitres; 299.87 cents per kilolitre for 44-88 kilolitres and 443.05 cents per kilolitre for anything more than 88 kilolitres
7. From 01/07/2014, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 213.82 cents per kilolitre

RATES CERTIFICATE

Date of Issue: 12/02/2015
Your Ref: The York

Account No: 9265405161
Rate Certificate No: 30124055

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
8-12 OLIVE YORK WAY, BRUNSWICK WEST VIC 3055	S2 P1 S2 PS606542	1661418	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2015 to 31-03-2015	\$41.20	\$41.20
Residential Water Usage Charge	15-09-2014 to 30-12-2014	\$925.70	\$0.00
Step 1 - 46.640000kL x \$2.559000 = \$116.87			
Step 2 - 46.640000kL x \$2.5523000 = \$102.19			
Step 3 - 150.720000kL x \$2.9944000 = \$450.49			
Step 4 - 0.000000kL x \$4.4305000 = \$0.00			
Step 5 - 0.000000kL x \$4.4742000 = \$0.00			
Estimated Average Daily Usage: \$8.82			
Parks Fee	01-07-2014 to 30-06-2015	\$218.28	\$0.00
Drainage Fee	01-01-2015 to 31-03-2015	\$22.93	\$22.93
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
Total Arrears			\$0.00
Total Due			\$64.13

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

[Signature]

GENERAL MANAGER
BILLING AND CONTACT SERVICES

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



YARRA VALLEY WATER
 4th FL MELB VIC
 Leaburn Street
 Mitcham Victoria 3132
 Postal Bag 1
 Mitcham Victoria 3132
 DK13024
 F (03)94721333
 E enquiries@yvw.vic.gov.au
 www.yvw.vic.gov.au

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

PROPERTY SETTLEMENT REMITTANCE ADVICE
Property No: 1661418 Address: 8-12 OLIVE YORK WAY, BRUNSWICK WEST VIC 3055 Water Information Statement Number: 30124055 Amount Paid: \$ <input type="text"/>
Please write the cheque amount in this field.



YVW Asset Screen Plot

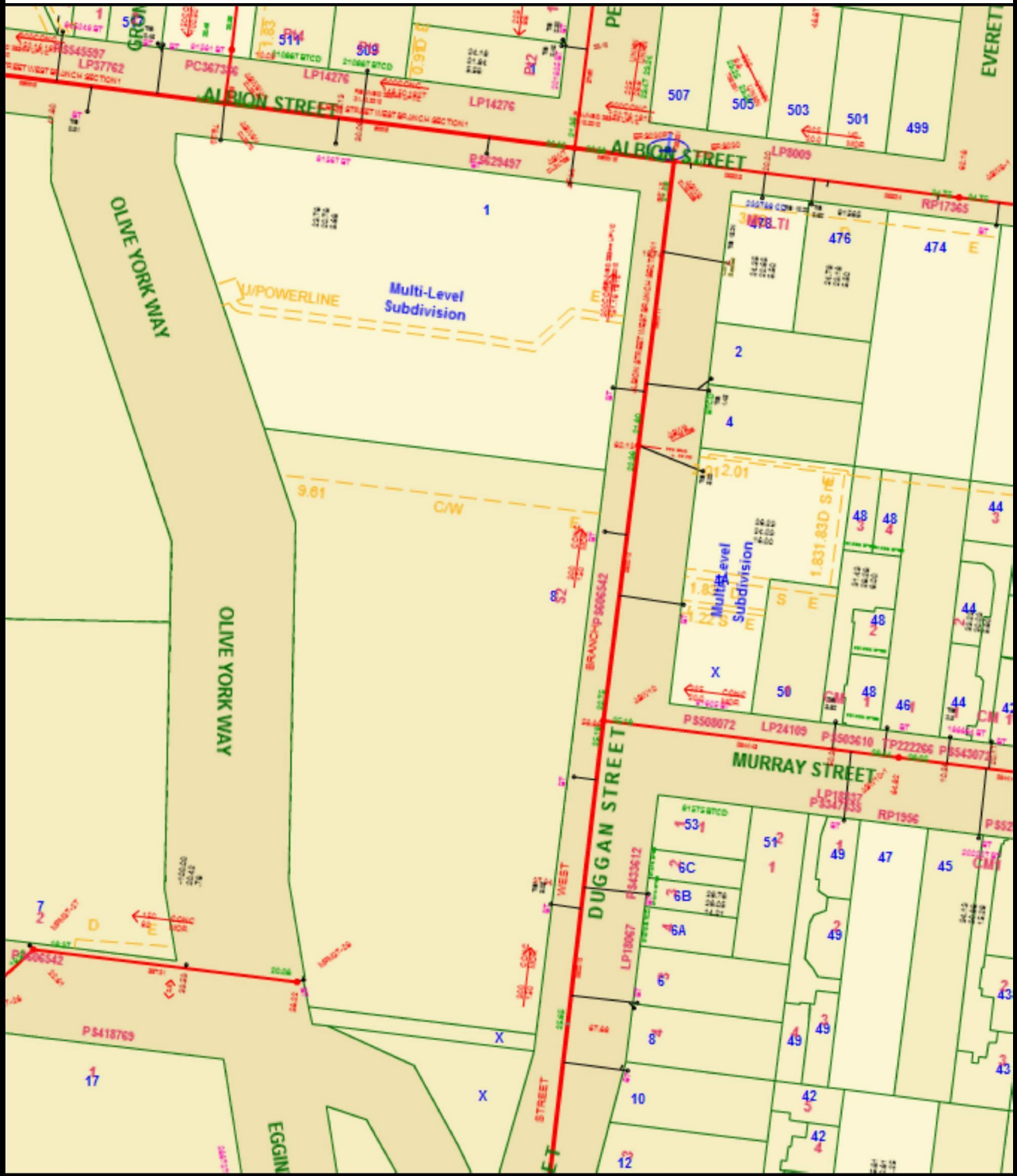
Produced by 172.20.113.242 15:49 7/08/2014



80 m

This plan is to be used for the location of Yarra Valley Water's assets only and is not to be used for any other purpose

© Yarra Valley Water ABN 93 066 902 501





CR: 304736020
STC-3

Our ref: 304736020

12 December 2014

DSI Nominees Pty Ltd
C/O The York Brunswick
C/- Julian Byrne
Level 10/650 Chapel Street
SOUTH YARRA VIC 3141

Augmentation Agreement
between
CitiPower Pty
and
The Customer

Dear Sir

ELECTRICITY SUPPLY: 9-13 DUGGAN STREET, BRUNSWICK WEST

CitiPower is in receipt of the signed Augmentation Agreement and \$12,232.00, being payment of the Charges.

The agreement has been executed by CitiPower and a copy is enclosed.

A tax invoice confirming payment of the Charges is being arranged and will be forwarded separately.

If you have any enquires please call me on (03) 9297 6510.

Yours faithfully


Paul Hilluta
Project Manager Customer Projects

CitiPower Pty ABN 76 094 931 056

35 Rooney St, Burney • POSTAL ADDRESS Locked Bag 14021, Melbourne VIC 3001

Augmentation Agreement (NSF - No Tender)

-1-

September 2014

This Agreement is made **12 DEC 2014**

Between

CitiPower Pty (ACN 064 651 056) of 40 Market Street, Melbourne, Victoria ("CitiPower"); and

The Customer (named in Schedule 1 of this Agreement) (the "Customer").

Recitals

CitiPower has offered and the Customer has accepted CitiPower's offer to construct the Works or arrange the construction of the Works in accordance with this Agreement.

Operative provisions

1. Definitions and Interpretation

1.1 Definitions

In this Agreement, unless a contrary intention appears:

"AEMO" means the Australian Energy Market Operator Limited ACN 072 010 327 and includes any body which is the successor to the administrative responsibilities of that company.

"Agreement for Lease" means an agreement for lease of substitution to be entered into between CitiPower and the Registered Proprietor in the form attached as Annexure A (if any).

"Builder's Point of Supply" means a temporary supply provided by CitiPower to assist the construction of the building Works as specified in item 14 of Schedule 1 (if any).

"Builder's Point of Supply Construction Charge" means the charge payable by the Customer for Builder's Point of Supply as specified in item 14 of Schedule 1 (if any).

"Business Day" means a day that is not a Saturday, Sunday or public holiday in Melbourne, Victoria.

"Charges" means the charges to be paid by the Customer in accordance with clause 5 and specified in item 10 of Schedule 1, including any additional charges as may be notified by CitiPower in accordance with clause 5.

"CitiPower's Responsible Officer" means the person specified in item 12 of Schedule 1.

"ESC" means the Essential Services Commission under the *Essential Services Commission Act (Vic)* 2001, or any body which assumes its functions.

"Land" means the land specified in item 2 of Schedule 1.

"Lease Substitution" means a lease of the Substation the subject of the Works in favour of CitiPower in the form attached as Annexure A (if any).

"Maximum Capacity" means the rate specified in item 6 of Schedule 1.

"National Electricity Law" means the National Electricity Law which applies in Victoria as a result of the operation of section 6 of the *National Electricity (Victoria) Act (Vic)* 2005.

"National Electricity Market" means the market for wholesale trading in electricity operated by AEMO under the National Electricity Law and the National Electricity Rules.

"National Electricity Rules" means the rules made under the National Electricity Law.

"Point of Supply" means the point of supply specified in item 3(b) of Schedule 1.

"Premises" means the premises within the Land upon which the Works will be constructed.

"Registered Easement" means an easement in favour of CitiPower in the form attached as Annexure A (if any).

"Registered Proprietor" means the registered proprietor of the Land and if more than one, includes all registered proprietors of the Land.

"Special Conditions" means the Special Conditions (if any) provided in item 14 of Schedule 1.

"Specification" means the details specified in item 5 of Schedule 1.

"Term" has that meaning given to it in Clause 2.

"Variation to Lease Substitution" means a written variation to the Lease Substitution in the form attached as Annexure A (if any).

"Works" means the works to be completed pursuant to this Agreement specified in item 3(a) of Schedule 1 and, if provided, as set out in the Drawing.

1.2 Interpretation

(a) General

In this Agreement (including the Recitals) unless a contrary intention appears:

(i) the singular includes the plural and vice versa and reference to a gender includes other genders;

(ii) a reference to any legislation or statutory instrument includes a reference to that legislation or statutory instrument as amended, modified, re-enacted and replaced from time to time, any rulings, regulations, guidelines or codes made or issued under or in relation to that legislation or statutory instrument;

(iii) a reference to a person includes a corporation, firm or body of persons recognised by law and that person's successors, assigns and legal personal representatives;

(iv) other grammatical forms of defined words or phrases have corresponding meanings;

(v) a reference to a clause, schedule or annexure is a reference to a clause or schedule or annexure to this Agreement;

(vi) a reference to this Agreement includes a reference to any schedules and annexures to this Agreement;

(vii) a reference to a document includes a reference to that document as amended or replaced from time to time;

(viii) a reference to a month means a calendar month;

(ix) a reference to money (including a reference to dollars and expressions preceded by the symbol "\$") is a reference to Australian currency;

(x) a reference to writing includes all means of representing or reproducing words, figures or symbols in a permanent and visible form; and

(xi) no term or provision of this Agreement is to be construed against a party on the basis that the Agreement or the term in

question was put forward or drafted by or on behalf of that party.

(b) **Headings**

In this Agreement headings are used for reference only and do not affect the construction of any provision in this Agreement.

(c) **Parties Bound**

This Agreement binds and benefits each party and their respective successors, assigns and legal personal representatives.

If a party consists of more than one person, this Agreement binds them jointly and each of them severally.

2. TERM

This Agreement will commence on the Commencement Date and will continue until all of the obligations of the Customer and CitiPower under this Agreement have been fulfilled or until terminated in accordance with this Agreement.

3. CONDITIONS PRECEDENT

Without prejudice to any rights CitiPower has under this Agreement, CitiPower will not be required to perform any obligation under this Agreement until the following conditions precedent have been satisfied:

(a) The Customer obtaining and providing to CitiPower the written consent of the Registered Proprietor to enter upon and to perform the Works on the Land, or if the Customer is the Registered Proprietor then the Customer providing such consent to CitiPower;

(b) The Customer ensuring that CitiPower has the right to its satisfaction to enter upon the Land and the Premises and any other private property that the Customer controls;

(c) where an Agreement for Lease, a Lease Substation, a Variation to Lease Substation or a Registered Easement is required by CitiPower, the Customer procuring the Registered Proprietor to enter into a legally effective Agreement for Lease, Lease Substation, Variation to Lease Substation or Registered Easement with CitiPower, or if the Customer is the Registered Proprietor then the Customer entering into such agreements;

(d) where an easement is required by CitiPower in respect of land that the Customer controls, the Customer procuring or obtaining such easements in favour of CitiPower;

(e) all works specified in item 15 of Schedule 1 have been completed by the Customer to the satisfaction of CitiPower's Responsible Officer; and

(f) any and all other works required to enable the Works to commence have been completed by the Customer to the satisfaction of CitiPower's Responsible Officer.

4. CONSTRUCTION OF WORKS

4.1 Design and Construction of Works

(a) CitiPower will provide the Construction Design and will construct the Works in accordance with this Agreement.

(b) CitiPower may give the Customer a written notice requesting a variation to the Drawing (if provided) where:

(i) there is a physical condition on the Land or its near surrounds which differs from the physical conditions which should reasonably have been anticipated by CitiPower; or

(ii) land access rights (including a licence, registered easement, lease, agreement for lease or memorandum of agreement) are required by CitiPower in respect of land that the Customer does not control, and CitiPower is unable to procure such land access rights in favour of CitiPower; or

(iii) any change to any relevant law comes into effect on or after the Commencement Date.

(c) Where CitiPower requests a variation to the Drawing pursuant to clause 4.1(b), the Customer must accept or reject the requested variation to the Drawing by notice in writing within 30 days of being advised of CitiPower's request. If the Customer does not accept the requested variation to the Drawing within such 30 days then CitiPower may give written notice to terminate this Agreement immediately.

4.2 Construction Program

(a) CitiPower will prepare a Construction Program that includes a Construction Start Date on which the construction of the Works will commence.

(b) The Works will be constructed in accordance with the Construction Program.

(c) Subject to clause 4.2(d), the Works will be completed by the Date of Completion.

(d) CitiPower may adjust the Construction Program if:

(i) CitiPower agrees to defer the commencement of the Works upon written request of the Customer;

(ii) CitiPower forms a reasonable opinion that the Customer is unlikely to require connection of supply of electricity at the Land at the Date of Completion;

(iii) CitiPower forms a reasonable opinion that an event beyond the control of CitiPower has interfered with construction of the Works;

(iv) CitiPower forms a reasonable opinion that the Customer's instructions, or part thereof, on which the Works were based have altered;

(v) CitiPower forms a reasonable opinion that the Customer has not disclosed all necessary information to CitiPower for the proper design or construction of the Works;

(vi) the obligations contained in clause 5.4 have not been satisfied;

(vii) necessary to comply with a plan of subdivision, or the *Road Management Act 1974* (or any regulations or determinations under that Act);

(viii) the Customer has accepted a variation to the Drawings pursuant to clause 4.1(c); or

(ix) any condition precedent specified in clause 3 has not been satisfied by the Customer on or before the Construction Start Date.

(e) Where:

(i) the Works have not commenced by the Construction Start Date and CitiPower reasonably believes that the delay in commencement has been contributed to by circumstances described in clauses 4.2(d) or 4.3, CitiPower may, in its absolute discretion, give written notice to terminate this Agreement immediately, or nominate a revised Construction Start Date;

(ii) CitiPower nominates a revised Construction Start Date pursuant to clause 4.2(e)(i) and/or varies the Charges pursuant to clause 5.2(a), the Customer must accept or reject the revised Construction Start Date and/or Charges by notice in writing within 7 days of being advised of CitiPower's nomination. If the Customer does not accept the revised Construction Start Date and/or Charges within such 7 days then CitiPower may, in its absolute discretion, give written notice to terminate this Agreement immediately.

(f) Where CitiPower nominates a revised Construction Start Date pursuant to clause 4.2(e)(i) or adjusts the Construction Program pursuant to clause 4.2(d), CitiPower will use its reasonable endeavours to ensure the revised Construction Start Date or adjusted Construction Program (as the case may be) allows the Works to be performed as soon as is reasonably possible by CitiPower after taking into consideration CitiPower's operational priorities and the date that the Customer requires connection of supply of electricity at the Point of Supply.

4.3 Customer's Obligations

(a) The Customer must:

(i) obtain all necessary permits and all statutory approvals to enable the construction of the Works (including any permit or statutory approval necessary to clear any vegetation) from the relevant responsible authorities unless otherwise specified to the contrary in item 8 of Schedule 1; and

(ii) be responsible for reinstatement as required by any responsible authority unless otherwise specified in item 9 of Schedule 1.

(b) The Customer must ensure that the workplace for the Works and the means of access to and

together with adequate particulars of such variation including the amount of the additional charges. For the sake of avoidance of doubt, such reasons include circumstances where:

- (i) there is a physical condition on the Land or its near surrounds which differs from the physical conditions which should reasonably have been anticipated by CitiPower;
- (ii) the Customer causes any delay to the Works;
- (iii) land access rights (including a licence, registered easement, lease, agreement for lease or memorandum of agreement) are required by CitiPower in respect of land that the Customer does not control, and CitiPower is unable to procure such land access rights in favour of CitiPower; or
- (iv) no allowance or an insufficient allowance was made for the removal of rock, contaminated soil and/or contaminated water.

(b) Where CitiPower gives a notice to the Customer under clause 5.3(a), the additional charges will be a debt due and payable to CitiPower. The Customer must pay CitiPower the additional charges as a lump sum on or before the due date specified in CitiPower's invoice.

5.4 Payment obligations

The Customer must pay the Charges as a lump sum payment on or before the due date specified in CitiPower's invoice.

5.5 AEMO's fees and charges

(a) The Customer acknowledges that in respect of applications for generator connections in the National Electricity Market, the Charges calculated by CitiPower will include an estimate of fees and charges payable by the Customer to AEMO ("Estimated AEMO Fees") for assessing the application to connect.

(b) If, at the Date of Completion, the actual fees and charges charged by AEMO ("Actual AEMO Fees") is greater than the Estimated AEMO Fees, CitiPower will notify the Customer in writing of the shortfall (Actual AEMO Fees less Estimated AEMO Fees).

egress from the workplace for the Works are safe and without risk to health as required by the *Occupational Health and Safety Act (Vic)* 2004.

- (c) The Customer must provide enclosures to accommodate and secure CitiPower's and CitiPower's contractor's equipment on the Land and/or the Premises of a standard approved by CitiPower's Responsible Officer.
- (d) The Customer must provide full vehicular access for construction vehicles and plant to the Land of a standard approved by CitiPower's Responsible Officer.
- (e) Before the Customer commences any works, vegetation or other clearing necessary for the Works to proceed, if a permit is necessary, the Customer must promptly provide satisfactory evidence of the permit to CitiPower if requested by CitiPower. The Customer must complete to a standard required by CitiPower's Responsible Officer any works, vegetation or other clearing necessary for the Works to proceed.

5. PAYMENT

5.1 Customer to Pay for Works

In consideration of CitiPower constructing the Works, the Customer agrees to pay the Charges.

5.2 Variation to Charges

CitiPower may vary the Charges:

- (a) if it nominates a revised Construction Start Date pursuant to clause 4.2(e)(i); or
- (b) to comply with any obligation or duty imposed under the *Road Management Act (Vic)* 2004;
- (c) if any change to any relevant law comes into effect on or after the Commencement Date which causes CitiPower to incur more cost than otherwise would have been incurred in performing the Works; or
- (d) pursuant to clause 5.3.

5.3 Other Variation to Charges

(a) If, in CitiPower's reasonable opinion, there is reason for varying the Charges (other than the reasons contained in clauses 5.2(a), 5.2(b) or 5.2(c)), then CitiPower may give the Customer a written notice of a variation to the Charges

which shortfall will be a debt due and payable to CitiPower. The Customer must pay CitiPower the shortfall as a lump sum payment on or before the due date specified in CitiPower's invoice.

(c) If, at the Date of Completion, the Actual AEMO Fees is less than the Estimated AEMO Fees, CitiPower will notify the Customer in writing of the excess (Estimated Actual AEMO Fees less Actual AEMO Fees), and will give the Customer a refund of the excess.

6. GST PAYABLE

(a) All fees, charges and other amounts referred to in this Agreement are exclusive of GST except where express provision is made to the contrary.

(b) If one party ("Supplier") makes a Taxable Supply to the other party ("Recipient"), the amount payable but for this clause ("GST Exclusive Consideration") will be increased by an amount equal to the GST payable by the Supplier in respect of that Taxable Supply ("GST Amount").

(c) The Recipient must pay the GST Amount to the Supplier at the same time and in the same manner as the GST Exclusive Consideration in full and without deduction, notwithstanding any entitlement that it may have to a credit or offset however arising. However, the Recipient need not pay the GST Amount until the Supplier has given the Recipient a Tax Invoice for that Taxable Supply.

(d) If a payment to satisfy a claim or a right to claim under or in connection with this Agreement (for example, for a breach of any warranty or for an indemnity or for reimbursement of any expense) gives rise to a liability to pay GST the payer must pay and indemnify the payee on demand against the amount of that GST.

(e) If any party is required to pay, reimburse or contribute to an amount paid or payable by another party in respect of an acquisition from a third party, the amount for payment, reimbursement or contribution will be the acquisition price paid by the acquiring party, less any input tax credit it is entitled to claim, plus GST.

(f) If a party has a claim under or in connection with this Agreement and that amount depends

on actual or estimated revenue or is for a loss of revenue, revenue must be calculated without including any amount received or receivable as reimbursement for GST (whether that amount is separate or included as part of a larger amount).

(g) A word or expression used in this clause which is defined in *A New Tax System (Goods and Services Tax) Act (Commonwealth)* 1999 has the same meaning in this clause.

(h) If, in relation to a Taxable Supply made under this Agreement, an Adjustment Event occurs that gives rise to an Adjustment, then the price of that Taxable Supply (including any GST Amount) will be adjusted accordingly and where necessary a payment will be made to reflect that Adjustment. If a payment is required it will be made within five (5) Business Days of the payer becoming aware of the Adjustment. As a precondition to paying any amount to a supplier in respect of an Adjustment, the supplier must issue an Adjustment Note.

(i) If a Supply made under this Agreement is treated as not subject to GST but is, or becomes, a Taxable Supply, the supplier may charge and recover from the Recipient in addition to any other consideration, an amount equivalent to the GST payable on that Taxable Supply.

(j) If, after the Commencement Date, the GST rate changes (including to an effective rate of zero for any particular Supply) (the "New GST Rate"), the parties agree that Supplier may vary the GST inclusive price for any Supply made under this Agreement that is attributable to a tax period on or after the commencement of the New GST Rate, to reflect the new amount of GST payable (if any).

7. LIABILITY AND INDEMNITY

(a) The Customer hereby indemnifies and agrees to keep CitiPower indemnified against all claims, actions, demands, proceedings, liabilities, damages, amounts, costs and expenses (including legal costs and disbursements on a solicitor and own client basis) arising, paid, suffered or incurred by CitiPower (directly or indirectly) as a result of or in connection with a negligent act or omission by the Customer, or any breach or non-performance of any express or implied obligations of the Customer under this Agreement, or any breach of or non-

performance of an obligation imposed on the Customer by any law.

- (b) Subject to clause 7(c), but notwithstanding any other provision of this Agreement and except to the extent that liability cannot legally be limited or excluded:

(i) CitPower's total liability for all events giving rise to liability on its part arising out of or in connection with this Agreement will be limited to the lesser of the Charges or \$1,000,000 (one million dollars) in total aggregate;

(ii) In no event will CitPower be liable for any fines, penalties, liquidated sums that the Customer may be liable for under third party agreements, loss of use, contract, profit or revenue, production stoppage or replacement services, or for any indirect or consequential loss or damage;

(iii) The limitation and exclusion of liability contained in this clause 7(b) will apply whether the liability claim is based on breach of contract, breach of warranty, breach of statute or regulation, tort, negligence, under an indemnity, strict liability, in equity or other legal theory.

- (c) CitPower's liability for:

- (i) personal injury or death;
(ii) fraud; or
(iii) wilful misconduct.

will be unlimited to the extent it is caused by CitPower's acts or omissions.

8. NOT A RETAIL OFFER

This Agreement does not in any way constitute an offer to the Customer to sell electricity to the Customer.

9. BUILDER'S POINT OF SUPPLY

If a Builder's Point of Supply is required by the Customer it will be on the terms provided in item 14 of Schedule 1 and the Customer must pay all costs and charges in relation to installation, construction and removal of the Builder's Point of Supply including, but not limited to, the Builder's Point of Supply Construction Charge.

10. CUSTOMER'S ONGOING OBLIGATIONS

10.1 Customer Compliance

(a) The Customer must comply with all its obligations under the Electricity Law, including the Electricity Distribution Code.

(b) The Customer must comply with the "Victorian Electricity Distributors Service & Installation Rules" as amended from time to time. The Customer acknowledges that this is a reasonable requirement as contemplated by clause 2.6.1(d) of the Electricity Distribution Code.

10.2 Ongoing Protection of Works

The Customer must not interfere and must use its best endeavours not to allow interference with the Works on the Premises and must provide and maintain appropriate access to, accommodation and/or fencing for the Works and must maintain appropriate clearances from the Works.

10.3 Maximum Capacity

The Customer must not take electricity at a rate exceeding the Maximum Capacity at the Point of Supply, unless CitPower's prior written approval is obtained. The Customer acknowledges that this is a reasonable requirement as contemplated by clause 2.6.1(d) of the Electricity Distribution Code.

10.4 Point of Supply

The Customer must ensure that they take supply from the Point of Supply at all times in accordance with the Specification.

10.5 Sale of Land

If the Customer transfers its interest in, or sells the whole or part of the Land to any person, the Customer must advise that person that:

- (a) they must not take electricity in excess of the Maximum Capacity;
(b) they must ensure that the Point of Supply is at all times in accordance with the Specification; and
(c) a supply of electricity may not be available if they take electricity in excess of the Maximum Capacity or if they do not ensure that the Point of Supply is at all times in accordance with the Specification.

11. WORKS ARE PROPERTY OF CITIPOWER

(a) Unless otherwise provided in this Agreement, the Works will be, and will remain, the property of CitPower. CitPower may provide electricity supply to any person from the Works upon such terms and conditions as it thinks fit and may at any time after the termination of a connection to supply electricity remove the Works, or any part of the Works. CitPower may alter, replace or otherwise deal with the Works at any time and in its absolute discretion.

(b) Where CitPower provides electricity supply to another person from the Works as contemplated by clause 11(a) and provided that the Customer qualifies for the reimbursement under the published cost sharing protocol relevant at that time, CitPower may reimburse the Customer a proportion of the Charges determined in accordance with that protocol. Item 7 of Schedule 1 may specify that the Customer does not qualify for reimbursement under the existing cost sharing protocol published as at the Commencement Date.

12. TERMINATION

(a) CitPower may terminate this Agreement:

- (i) upon 30 days written notice if:
(A) the Customer has not satisfied the conditions precedent contained in clauses 3(a) to 3(d) (inclusive) within 90 days of the Commencement Date;
(B) the Works have not commenced within 6 months of the Commencement Date as a result of the Customer not discharging any obligation under the Agreement; or
(C) in CitPower's opinion, electricity supply at the Land will not be connected within one year of the Commencement Date;
(ii) if the Customer fails to remedy a breach within 14 days of receiving written notice of the breach from CitPower.

(b) CitPower may give written notice to terminate this Agreement immediately:

- (i) in accordance with clause 4.1(c);
(ii) in accordance with clause 4.2(e); or
(iii) if the Customer:

- (A) commits an act of bankruptcy;
(B) is the subject of an application for winding up;
(C) calls a meeting of its creditors;
(D) has a receiver appointed over all or substantial part of its assets;
(E) passes a resolution for its winding up;
(F) compounds with its creditors; or
(G) evinces an intention to no longer perform its obligations under this Agreement.

(c) Clauses 5, 6, 7, 10 and 13 will survive the termination of this Agreement.

(d) Where this Agreement is terminated before CitPower has completed the Works and:

(i) the termination is not pursuant to clause 12(a)(i) or 12(b)(ii), CitPower will reimburse to the Customer the Charges net of all costs incurred by CitPower in performing its obligations under this Agreement up to the date of termination; or

(ii) the termination is pursuant to clause 12(a)(ii) or 12(b)(iii), CitPower will reimburse to the Customer the Charges net of all:

- (A) costs incurred by CitPower in performing its obligations under this Agreement up to the date of termination; and
(B) costs and/or losses incurred by CitPower as a result of the termination.

13. GENERAL

13.1 Special Conditions

Any Special Conditions set out in item 14 of Schedule 1 form part of this Agreement. To the extent of any inconsistency between any of the

Special Conditions and the rest of this Agreement, the relevant Special Conditions will prevail.

13.2 Assignment

- (a) The Customer may assign its rights or transfer its obligations under this Agreement with the prior written consent of CitiPower which will not be unreasonably withheld or delayed.
- (b) The Customer's request for CitiPower's consent to the proposed assignment or transfer must be in writing and provide details of the name and postal address of the proposed assignee or transferee (as the case requires), the premises of the proposed assignee or transferee (as the case requires) and any other details required by CitiPower.
- (c) CitiPower may assign its rights or transfer its obligations under this Agreement in its absolute discretion. The Customer agrees to execute any reasonable document CitiPower may prepare to effect such assignment or transfer.

13.3 Governing Law and Jurisdiction

The law of this Agreement is the law of Victoria. The parties irrevocably and unconditionally submit themselves to the exclusive jurisdiction of the courts of Victoria or courts having jurisdiction in Victoria and of all courts competent to hear appeals from those courts. The parties waive any right to object to any proceedings being brought in those courts.

13.4 Waiver

A party's failure or delay to exercise a power, right, authority, discretion or remedy does not operate as a waiver of that power, right, authority, discretion or remedy. The waiver of a breach of any of the provisions of this Agreement or a power, right, authority, discretion or remedy under this Agreement must be in writing and executed by the waiving party.

13.5 Notices

Any Notice required to be given under this Agreement must be provided in accordance with item 11 of Schedule 1.

13.6 Responsible Officer

- (a) CitiPower's Responsible Officer, or a substitute nominated in writing by CitiPower, is authorised by CitiPower to undertake any action and bind CitiPower pursuant to, and for the purposes of this Agreement.
- (b) Customer's Responsible Officer, or a substitute nominated in writing by the Customer, is authorised by the Customer to undertake any action and bind the Customer pursuant to, and for the purposes of this Agreement.

13.7 Exclusion of Warranties

To the fullest extent permitted by law, all statutory and implied warranties and terms are excluded in respect of the Works by CitiPower.

13.8 Variation

The Parties may only vary this Agreement by agreement in writing.

13.9 Entire Agreement

This Agreement sets out all the terms agreed by the Parties and the Customer acknowledges that it has not relied on any representation, inducement, warranty or promise which is not contained in it.

13.10 Costs

Each party must pay its own costs in relation to preparing, negotiating and executing this Agreement and any document related to this Agreement.

13.11 No Agency or Partnership

No party is an agent, representative, partner or fiduciary of any other party by virtue of this Agreement.

EXECUTED by the parties as an Agreement

For the Customer by:


Signature
J. STONE
Print Name
PROJECT MANAGER
Position
Date: 19/11/2014


Witness Signature
LUCAS HUEY
Print Name

For the Customer by:

.....
Signature
.....
Print Name
.....
Position
.....
Date:

.....
Witness Signature
.....
Print Name

For CitiPower Pty by:


Signature
Kevin RICE
Print Name
Project Supervisor Project Administration
Position
Date: 1-2-DEC-2014


Witness Signature
Deborah HALL
Print Name

Schedule 1 of Augmentation Agreement

<p>1. The Customer (if Customer is a company, insert ABN and registered office) Name of the Customer: Duggan Street Investments Pty Ltd ABN (if Customer is a company): 096 473 791 Registered Office Address: L10/650 Chapel Street (if Customer is a company) South Yarra VIC 3141 Postal address of the Customer: (enter here if different to registered address)</p>
<p>2. Land 9-13 Duggan Street, Brunswick West</p>
<p>3.(a) Description of Works (clause 1.1): Upon execution of this Agreement CitiPower will:</p> <ul style="list-style-type: none"> • Undertake Construction Design • Prepare and issue substation design drawings, specifying CitiPower's requirements. • Supply and install plant and equipment within the substation after hand over of the substation enclosure. • Supply and install high voltage underground cables from existing CitiPower assets to the substation • Test and commission the substation. • Connect the Consumer's Mains to the low voltage terminals in the substation. <p>(b) Point of Supply (clause 1.1): The low voltage side terminals of CitiPower's service protection device located within the substation.</p>
<p>4. Construction Program (clauses 1.1 and 4.2(a))</p> <p>Construction Start Date The later of Commencement Date or payment of the Charges</p> <p>Project Milestones Estimated Duration</p> <p>Construction Design completion 10 weeks from execution of Agreement & payment of Charges</p> <p>Long lead time equipment delivery 20 weeks from execution of Agreement & payment of Charges</p> <p>Roads management consent receipt 4 weeks from Construction Design completion</p> <p>Soil testing completion (if required) 8 week from receipt of Roads Management consent</p> <p>Substation fit out works 14 weeks from the later of:</p> <ul style="list-style-type: none"> • Customer works A & B specified in item 15 of schedule 1 completed to CitiPower's satisfaction. • Long lead time equipment delivered. • Road management consent received • Soil test results received <p>Cable works / Date of Completion 10 weeks from the later of:</p> <ul style="list-style-type: none"> • Customer works A, B & C specified in item 15 of schedule 1 completed to CitiPower's satisfaction. • Certificate of Electrical Safety for Customer Main Switchboard and Consumer Mains received • Customer Main Switchboard and Consumer Mains compliance with Victorian Service & Installation Rules confirmed
<p>5. Specification (clause 1.1): 3 phase supply of 2,500 amps per phase Nominal supply voltage: 230 / 400 volts Wire configuration: 4 wire</p>
<p>6. Maximum Capacity (clause 10.3): 2,500 amps per phase (1,724 kVA)</p>

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7.	<p>Cost sharing protocol (clause 11(b)): The Customer does not qualify for reimbursement under existing cost sharing protocol published as at Commencement Date</p> <p>Permits to be obtained by CitiPower (if applicable) (clause 4.3(a)(i)): CitiPower will obtain road opening and other permits required for the Works</p> <p>Reinstatement by CitiPower (if applicable) (clause 4.3(a)(ii)): The Works include provision for temporary and permanent reinstatement as required.</p>														
10.	<p>Charges (clause 5): The customer's contribution is \$11,120.00 + GST</p>														
11.	<p>Notices (clause 13.5): Addresses for Notices to be given under this Agreement will, until the addressee notifies the other party in writing otherwise, be as follows:</p> <table border="0"> <tr> <td>CitiPower Pty</td> <td>Contractual notices and written requests:</td> </tr> <tr> <td>Contractual notices and written requests:</td> <td>JBA Consulting Engineers Pty Ltd</td> </tr> <tr> <td>CitiPower Pty</td> <td>ES, 63-85 Turner Street</td> </tr> <tr> <td>Locked Bag 14031</td> <td>Port Melbourne VIC 3207</td> </tr> <tr> <td>Melbourne VIC 8001</td> <td>Telephone: 03 9825 5000</td> </tr> <tr> <td>Telephone: (03) 9297 6510</td> <td>Facsimile:</td> </tr> <tr> <td>Facsimile: (03) 9297 6609</td> <td></td> </tr> </table> <p>Address for Invoices (if different from above): Dugan Street Investments Pty Ltd L10/650 Chapel Street South Yarra VIC 3141</p>	CitiPower Pty	Contractual notices and written requests:	Contractual notices and written requests:	JBA Consulting Engineers Pty Ltd	CitiPower Pty	ES, 63-85 Turner Street	Locked Bag 14031	Port Melbourne VIC 3207	Melbourne VIC 8001	Telephone: 03 9825 5000	Telephone: (03) 9297 6510	Facsimile:	Facsimile: (03) 9297 6609	
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Melbourne VIC 8001	Telephone: 03 9825 5000														
Telephone: (03) 9297 6510	Facsimile:														
Facsimile: (03) 9297 6609															
12.	<p>CitiPower's Responsible Officer (Clause 13.6(a)) Paul Hillata</p>														
13.	<p>Customer's Responsible Officer (clause 13.6(b)) C/- Suju James</p>														
14.	<p>Special Conditions (clause 13.1): In addition to the conditions precedent listed in clause 3 of this Agreement, CitiPower will not be required to perform any obligation under this Agreement until the Charges have been paid to CitiPower by the Customer.</p> <p>The Customer shall be responsible for:-</p> <ul style="list-style-type: none"> • Contacting CitiPower's Responsible Officer, prior to construction, for information on the substitution inspection and handover process. • Providing a <i>Plan for creation of Lease and Easements</i> prior to hand over of the substitution enclosure to CitiPower. • Executing Lease Substitution (leases to be issued at a later date) for the area occupied by the substitution prior to substitution energisation. • Providing power line easements for cables and access routes where they cross private property. • Arranging relocation of non-CitiPower infrastructure assets to the satisfaction of the affected authority. • Submitting a provisional customer works program outlining critical construction dates. • Providing CitiPower with names & contact details of key personnel. • Contacting CitiPower's Connection Technical Advisor (CTA) for the subject address, on 1300 301 101, regarding connection of supply and metering requirements. 														
15.	<p>Works the Customer is required to complete (clause 3(e)): A. Construction of a substitution enclosure to CitiPower's requirements, in a location approved by CitiPower. CitiPower's general requirements are contained in CitiPower's document no.V1040 <i>Indoor Substation-Specification for Customer</i>. CitiPower's specific requirements for the Land shall be contained in CitiPower's substitution design drawings which will be prepared and issued on execution of this Agreement.</p>														

B. Supply and installation of conduits between the new substation and the Land boundary. Conduit installation shall be constructed to CitiPower standards and in accordance with drawings issued by CitiPower. An audit of the conduit installation by a Victorian Electricity Distribution Network (VEDN) accredited auditor shall be arranged by the Customer. A copy of the audit report shall be submitted to CitiPower's Responsible Officer.

C. Supply and installation of Consumer's Mains between the Customer's Main Switchboard and the low voltage terminals of the substation. Cable ends are to be made off and lugged, ready for connection to the low voltage terminals by CitiPower.

D. Supply and installation of load control equipment to ensure that the Maximum Capacity is not exceeded.

Annexure A
Agreement for Lease

Schedule 2

Drawing of the Works (Optional) – clause 1.1

Refer to attached drawings

AGREEMENT FOR LEASE

X9128

THIS AGREEMENT FOR LEASE IS MADE THE 20 DAY OF APRIL 2009

(1) DSI NOMINEES (VIC) PTY LTD (ACN 600 236 253) ("LANDLORD")
of 35 Market Street, South Melbourne; and

(2) CITIPOWER PTY (ACN 064 651 056) ("TENANT")
of Level 8, 40 Market Street, Melbourne.

RECITALS:

The parties acknowledge that they have agreed to enter into a lease of the Premises and they wish to formally record their agreement on the terms of this Agreement.

THE PARTIES AGREE AND DECLARE AS FOLLOWS:

1. The parties irrevocably acknowledge and agree that the Landlord has agreed to lease the Premises and grant the Additional Rights to the Tenant on the terms set out in this Agreement.
2. The parties agree to be immediately legally bound by the terms of this Agreement.
3. (a) The parties agree to have the terms of this Agreement incorporated into a formal lease document which will be more detailed and more precise, but not different in effect from this Agreement. The formal lease document will be in the form of the lease document attached to this Agreement (the "Lease").
(b) As soon as the Premises adequate to house a substitution of the type determined by the Tenant has been completed to the Tenant's satisfaction and the Premises and the Additional Rights areas have been determined to the Tenant's satisfaction:
 - (i) the Landlord will promptly provide a properly surveyed lease plan to the Tenant which reflects to the satisfaction of the Tenant the Premises and the Additional Rights areas; and
 - (ii) the Tenant will prepare the Lease (in duplicate), incorporating the lease plan, ready for execution by the Landlord and the Tenant.
- (c) The Landlord agrees to execute the Lease (in duplicate) as soon as practicable after the Lease has been delivered to the Landlord and to procure the execution of the mortgage or covenant's consent (if applicable). The Landlord will then return the executed Lease (in duplicate) to the Tenant so that the Lease may be executed by the Tenant.

(d) The Tenant may at the Tenant's sole discretion lodge a caveat on the Certificate of Title to the Land, noting the Tenant's interest under this Agreement. The Landlord consents to the lodgement of such caveat.

4. The Landlord may not without the prior written consent of the Tenant which consent may be withheld in the Tenant's absolute discretion, sell, transfer, subdivide, dispose of or otherwise deal with ("Dispose") the Land until the Lease has been executed by the Landlord and the Tenant and the Tenant has taken possession of the Premises under the Lease, except on the following basis:

- (a) the Landlord is not released from its obligations under this Agreement on any Disposition of the Land;
 - (b) the Landlord must procure that any person to whom the Landlord sells, transfers or disposes of the Land or any part of the Land on which either the Premises or the Additional Rights areas are located, or whom otherwise becomes the registered proprietor of the Land or any part of the Land on which either the Premises or the Additional Rights areas are located (including as a result of any subdivision) (the "New Owner") grants the Lease to the Tenant and otherwise complies with the terms of this Agreement; and
 - (c) without limiting the generality of the foregoing, if the Land is subdivided before the Lease has been executed by the Landlord and the Tenant and before the Tenant has taken possession of the Premises under the Lease, then:
 - (i) if an owners corporation is the New Owner of any part of the Premises upon subdivision, then prior to and immediately after the subdivision, the Landlord must ensure that it continues to own the freehold of all of the lots in the subdivision and otherwise takes all steps to ensure that it controls the owners corporation absolutely;
 - (ii) the Landlord must procure that any New Owner grants the Lease to the Tenant as soon as practicable after the subdivision is registered; and
 - (iii) the Landlord must not Dispose or assign its legal interest in any of the Land giving rise to a right to vote in or otherwise share control of the owners corporation, including without limitation proceeding with settlement of the sale of any lots in any subdivision, until it has procured the grant of the Lease to the Tenant.
5. This Agreement may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.
6. Each party shall pay its own costs in relation to the preparation, completion and execution of this Agreement. To the extent that there is any stamp duty payable on this Agreement, the Landlord is responsible for the payment of such stamp duty.
7. (a) Words defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause.

3.

(b) A recipient of a taxable supply made under this Agreement must:

- (i) pay to the supplier, in addition to the consideration for the taxable supply (which is exclusive of GST), an amount equal to any GST paid or payable by the supplier in respect of the taxable supply, without deduction or set-off of any other amount; and
- (ii) make that payment as and when the consideration or part of it must be paid or provided, except that the recipient need not pay unless the recipient has received a tax invoice (or an adjustment note) for that supply.

(c) The supplier must promptly issue an adjustment note for any adjustment in respect of the taxable supply and/or any adjustment in respect of the amount of GST.

8. In this Agreement:

- (a) unless otherwise defined, defined terms have the meaning given in the Schedule; and
- (b) references to this Agreement includes the Schedule.

4.

SCHEDULE

Landlord: DSI NOMINEES (VIC) PTY LTD ACN 600 236 253
of 35 Market Street, South Melbourne.

Tenant: CITIPOWER PTY ACN 064 651 056
of Level 8, 40 Market Street, Melbourne.

Land: 9-13 Duggan Street, Brunswick West contained in Certificate of Title
Volume 11172 Folio 971

Premises: that part of the Land adequate to house an electricity substation of a type determined by the Tenant to be located on the Land, such adequacy to be determined by the Tenant, in its sole discretion. The part of the Land that is to form the Premises is to be identified by the Landlord, but if the Landlord fails to identify an area within 20 days of the Tenant requiring the Landlord to do so in writing, the Premises shall be that part of the Land specified by the Tenant having regard to the reasonable requirements of the Landlord.

Additional Rights: the right during the Term or any Further Term for the Tenant, its servants, its agents and contractors to enter and pass over:

- certain land to be identified by the Tenant for the purposes of erecting, inspecting, repairing, maintaining, renewing, and removing such poles, cables, wires, pole stays, guy wires and other apparatus and appliances as may be required or desired for the distribution of electricity, or to remove any obstructions to the access of such items;
- certain land to be identified by the Tenant for the purposes of laying underground, fixing, covering in, inspecting, repairing, maintaining, renewing and removing such electric cables, wires, other apparatus, and appliances as may be required or desired by the Tenant for the distribution of electricity, or to remove any obstructions to the access of such items;
- certain land to be identified by the Tenant, with or without vehicles and equipment, at all times for all purposes of the Lease;
- certain land to be identified by the Tenant on foot for any of the purposes of the Lease, for the purpose of ingress to and egress from the Premises, and/or other identified areas, with or without any materials, as may be required or desired for the purposes of the Lease.

Term of Lease: 30 years

Further Terms: One (1) further term of 30 years.

Annual Rent: \$0.10c per annum payable on demand.

Contribution to Outgoings by the Tenant: Nil


Commencement date of the Lease: The date of handover of the substation from the Landlord to the Tenant or a date mutually agreed between the parties, whichever is the earlier.

Other Terms and conditions: The conditions set out above, and those described in the Lease (including the definitions set out in the Lease).

EXECUTED as a DEED

Landlord.

EXECUTED by **DSI NOMINEES (VIC) PTY LTD** ACN 600 236 253 in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

 Sole Director/ Secretary
Andrew Mitchell Rettig

 Date

Tenant.

EXECUTED by **CITIPower PTY**)
ACN 064 651 056 by its duly appointed)
attorney **SIMON LUCAS, Company**)
Secretary pursuant to Power of Attorney)
dated 4 October 2013 in the presence of :)

.....
Witness Sign

[INSERT NAME OF OTHER PARTY]

and

CITIPOWER PTY

LEASE
INDOOR SUBSTATION

LEASE NO. X [Insert Number]
[Insert Substation Name]

Property: [Insert Address Of Property]

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ANNEXURE A 13

ANNEXURE B 14

REFERENCE SCHEDULE

LANDLORD [INSERT NAME-OF LANDLORD] ACN [Insert] of [Insert Address].

TENANT CITIPOWER PTY ACN 064 651 056 of Level 8, 40 Market Street, Melbourne.

LAND The land described in Certificate of Title Volume [Insert] Folio [Insert].

BUILDING The Building located at [Insert Street No.] [Insert Street, Road, Avenue,] [Insert Suburb].

PREMISES The premises marked [Insert] on the plan attached to this Lease as Annexure B.

COMMENCEMENT DATE OF THIS LEASE [Insert Day] day of [Insert Month] [Insert Year].

RENT \$0.10c per annum payable on demand.

TERM Thirty (30) years beginning on the Commencement Date.

PERMITTED USE: A site for an electrical substation and for other purposes incidental to the receiving, distributing, transforming and supplying of electricity.

FURTHER TERM One (1) further term of Thirty (30) years.

NOTICES

The address for service of the Landlord is:

Attention: [Insert]
 Address: [Insert]
 Facsimile: [Insert]

The address for service of the Tenant is:

2.

Attention: The Company Secretary
Address: Level 8, 40 Market Street, Melbourne, Victoria 3000
Facsimile: 03 9683 4200

ADDITIONAL RIGHTS

During the term or any extension of it, the Tenant, its servants, agents and contractors may, at any time, enter and pass over:

1. All the land marked [Insert] on the plan in Annexure B, for the purpose of erecting, inspecting, repairing, maintaining, renewing, and removing such poles, cables, wires, pole stays, guy wires and other apparatus and appliances as may be required or desired for the distribution of electricity, or to remove any obstructions to the access of such items. Every electric cable or wire must be erected at least [Insert] metres above the surface of the land;
2. All the land marked [Insert] on the plan in Annexure B, for the purpose of laying underground, fixing, covering in, inspecting, repairing, maintaining, renewing and removing such electric cables, wires and other apparatus and appliances as may be required or desired for the distribution of electricity, or to remove any obstructions to the access of such items. These appliances must be set 0.6 metres below the surface of the land;
3. All the land marked [Insert] on the plan in Annexure B, with or without vehicles and equipment, at all times and for all purposes of this Lease; and
4. All the land marked [Insert] on the plan in Annexure B, and [all common areas of the Building that allow access to the Premises]* on foot, for any of the purposes of this Lease, for the purpose of ingress to and egress from the Premises and/or other Additional Rights areas, with or without any materials as may be required or desired for the purposes of the Lease.

LEASE made this _____ day of _____ 20____

BETWEEN:

- (1) The landlord named in the Reference Schedule (the "Landlord"); and
- (2) The tenant named in the Reference Schedule (the "Tenant").

THE PARTIES AGREE:

1. INTERPRETATION

1.1 Definitions

In this Lease, unless the context otherwise requires:

"Additional Rights" means the additional rights set out in the Reference Schedule.

"Building" means the building described in the Reference Schedule.

"Business Day" means any day that is not a Saturday, Sunday or gazetted public holiday in the State of Victoria.

"Gatic Cover" means the cover to an opening in a wall, ceiling or floor which gives access to the Premises.

"Land" means the land described in the Reference Schedule and all other land which may be acquired and consolidated with such land.

"Landlord" where the context permits, includes the Landlord's successors in title, and the Landlord's agents, employees, contractors and invitees.

"Premises" means the premises described in the Reference Schedule and all improvements on them, excluding Tenant's Property.

"Rent" means the annual rent described in the Reference Schedule.

"Tenant" where the context permits, includes the Tenant's permitted assignees, sub-lessees, agents, employees, licensees, contractors and invitees.

"Tenant's Property" means any fixtures, fittings, plant, machinery and equipment or electrical appliance or apparatus brought onto, erected or installed on the Premises by the Tenant (whether before or after the Commencement Date), but does not include any improvement or building structure on the Premises.

"Term" means the period of this Lease described in the Reference Schedule including any extension of it or any further period during which the Tenant has possession of the Premises.

1.2 Reference Schedule, Headings and Interpretation

In this Lease:

- (a) terms defined in the Reference Schedule have the meaning there given, subject to clause 1.1;
- (b) headings do not affect interpretation; and
- (c) a reference to a person includes a corporation, partnership, joint venture, association, authority, trust, state, government or other body corporate, and vice versa.

2. GRANT

The Landlord leases the Premises together with the Additional Rights to the Tenant for the Term and at the Rent subject to the terms and conditions of this Lease. The parties acknowledge and agree that the Additional Rights are proprietary in nature and take effect as covenants which shall be annexed to and run at law and equity with the whole or any part of the Land.

3. TENANT'S COVENANTS

3.1 Rent

The Tenant must pay the Rent to the Landlord in the manner stated in the Reference Schedule.

3.2 Permitted Use

The Tenant may not use or allow the Premises to be used for any purpose other than the Permitted Use.

3.3 Assignment and Subletting

The Tenant may assign the Lease or sublet the Premises to another distribution company as defined in the *Electricity Industry Act 2009* (or any amendment or replacement legislation). Otherwise, the Tenant may not assign the Lease or sublet the Premises without the Landlord's consent, which consent may not be unreasonably withheld.

3.4 Tenant's Repair Obligation

The Tenant must:

- (a) keep:
 - (i) Tenant's Property; and
 - (ii) except for fair wear and tear, any internal finished surfaces of the Premises (including the internal walls, ceiling or floor surfaces) which have been prepared by the Landlord for the Tenant's use.

in good repair and condition throughout the Term, having regard to their condition as at the Commencement Date of this Lease and the Permitted Use of the Tenant's Property and the Premises, but the Tenant shall not be responsible for any structural repairs to the Premises;

- (b) within a reasonable time after the expiration or sooner determination of the Term, remove from the Premises the Tenant's Property (except that the Tenant may, in its absolute discretion, leave any underground electric cables, wires, or conduits in the Premises); and
- (c) use its reasonable endeavours to minimise any damage to the Premises caused by the removal under clause 3.4(b) of any Tenant's Property.

3.5 Tenant's Insurance Obligation

The Tenant must maintain insurance in relation to public liability for an amount of not less than \$20 million, and the Tenant must allow the Landlord to inspect the Tenant's certificates of currency for that insurance no more than once annually upon reasonable request.

4. LANDLORD'S COVENANTS

4.1 Quiet Enjoyment

Subject to the Tenant punctually paying the Rent and otherwise complying with this Lease, the Tenant may peaceably possess and enjoy the Premises during the Term without any interruption or disturbance from the Landlord or any person claiming through or under the Landlord, except as provided for in this Lease.

4.2 Landlord's Repair Obligation

(a) Subject to clause 3.4, the Landlord must keep the Land, Building and the Premises in good repair and condition throughout the Term, having regard to the Permitted Use of the Premises, and must ensure that the Land, Building and the Premises comply with all relevant building and other regulations, including, without limitation, regulations pertaining to the inspection and maintenance of fire doors and other safety structures.

(b) The Landlord may only enter the Premises to carry out its obligation under clause 4.2(a):

- (i) with the prior consent of the Tenant; and
 - (ii) subject to any conditions imposed by the Tenant, including without limitation, a condition that the Landlord must only enter the Premises while accompanied by a person nominated by the Tenant.
- (c) Other than as provided in clause 4.2(b), the Landlord must not enter the Premises in any circumstances.
- (d) The Landlord must carry out promptly all necessary maintenance and repairs that are its responsibility under this Lease.

4.

- (e) If the Landlord does not carry out repairs or maintenance for which it is responsible under this Lease within a reasonable time (having regard to the circumstances) after being notified by the Tenant, the Tenant may arrange for such repair and maintenance to be undertaken itself, and recover the cost from the Landlord as a debt due and payable on demand.
- (f) The Landlord must pay any costs incurred by the Tenant (whether incurred to third party or otherwise) as a result of the Tenant cooperating or assisting with, or carrying out any activities in relation to, the discharge by the Landlord of its obligations under clause 4.2(a).

4.3 Rates and Taxes

The Landlord must in respect of each year or part of a year of the Term pay all the rates, taxes, charges, assessments, duties, levies and fees of any public, municipal, government or statutory body, authority or department charged, imposed or assessed on or in respect of the Land and the Premises.

4.4 Additional Rights Areas Kept Free from Interference

- (a) The Landlord must keep any Land and part of the Building over which the Tenant has Additional Rights free of anything which is or may be an obstruction or hindrance to, or interference with, the exercise of the Additional Rights by the Tenant.
- (b) For the avoidance of doubt, any activity that may hinder, restrict or limit the access of the Tenant to the Tenant's Property, or any other Tenant's property in the Additional Rights areas, including the access of the Tenant to Gatic Covers or other means by which its property may be accessed, will contravene clause 4.4(a) of this Lease.
- (c) Notwithstanding any other provision in this Lease, if the Landlord contravenes clause 4.4(a) of this Lease, the Landlord releases and indemnifies and agrees to keep indemnified the Tenant, its employees, contractors and other agents from and against all claims, demands, proceedings, judgments, damages, costs and losses of any nature whatever arising out of the exercise by the Tenant of its right of access to the Tenant's Property or the exercise of its Additional Rights including without limitation, the removal of any obstacles or obstruction to the exercise of the Additional Rights, except to the extent that the Tenant does not use its reasonable endeavours to minimise damage to any property.

4.5 Access to the Building and Land

- (a) The Landlord must provide the Tenant, its servants, agents and contractors with sufficient access to the Building and Land to enable the Tenant to use the Premises for the Permitted Use and to exercise the Additional Rights.
- (b) If, and only if, the Tenant does not use its reasonable endeavours to minimise any damage to the Additional Rights areas, the Tenant shall be liable for any damage it may cause to the finished surfaces (including the internal walls, ceiling or floor surfaces) of any of the Additional Rights areas in the course of the Tenant accessing the Premises or the Additional Rights areas, whether with equipment, machinery or

5.

otherwise ("Damage"). The Tenant's liability under this clause 4.5(b) shall be limited to either:

- (i) repairing any Damage; or
 - (ii) reimbursing the Landlord's reasonable costs incurred in repairing any Damage,
- at the election of the Tenant.
- (c) The Landlord must not make any alterations or additions to the Land or the Building (including to any finished surfaces) that may in any way:
 - (i) affect the Tenant's ability to access the Premises or Additional Rights areas; or
 - (ii) increase the likelihood of any Damage as defined in clause 4.5(b),
 without the Tenant's prior written consent which may not be unreasonably withheld.

4.6 Consent of Mortgagee or Caveator

The Landlord must, prior to the Commencement Date, at the cost of the Landlord, procure the written consent of every mortgagee or caveator of the Land (if any) to:

- (a) the terms of, and
 - (b) the entry into,
- this Lease, by way of the execution of the consent contained in Annexure A.

4.7 Release and Indemnity

- (a) The Landlord releases and indemnifies and agrees to keep indemnified the Tenant, its employees, contractors and agents from and against all claims, demands, proceedings, judgments, damages, costs and losses of any nature whatever arising out of any damage to property or any business caused or contributed to by electromagnetic interference or other emanations (including without limitation, noise emanations or vibrations) from the Tenant's Property or any other Tenant's property in the Additional Rights areas.
- (b) Subject to clause 4.7(c), the release and indemnity in clause 4.7(a) is absolute and applies despite any nuisance caused by the Tenant and any strict liability of the Tenant and, to the extent permitted by law, is intended to exclude and waive any statutory rights or remedies to which the Landlord may otherwise be entitled.
- (c) The release and indemnity in clause 4.7(a) does not apply to the extent that any damage to property or any business is caused or contributed to by the negligence of the Tenant.

4.8 Tenant Right to Caveat

The Tenant may at the Tenant's sole discretion lodge a caveat on the Certificate of Title for the Land noting the Tenant's interest under this Lease.

5. ENVIRONMENTAL

5.1 Warranty

The Landlord warrants that, to the best of its knowledge and belief, the Land and Premises do not, at the Commencement Date of this Lease, contain any contamination or pollution which would prevent its safe use and occupation by the Tenant for the Permitted Use.

5.2 Landlord's Remediation Work

The Landlord agrees that it must, at its own cost, promptly carry out any remediation or other works in relation to any contamination or pollution of the Land and Premises that:

- (a) may be required by law; or
- (b) is reasonably required by the Tenant having regard to clause 5.1 and the Permitted Use of the Premises ("Remediation Works").

Where this contamination or pollution has been caused or contributed to by the Tenant then the Tenant shall reimburse the Landlord for that portion of the Landlord's reasonable remediation costs that are attributable to the Tenant.

5.3 Tenant's Remediation Work

In the event that the Landlord fails to promptly comply with its obligations under clause 5.2 to carry out the Remediation Works, the Tenant may, at its sole discretion, elect to undertake the Remediation Works. If the Tenant carries out the Remediation Works, the Landlord must:

- (a) within 14 days of receipt of the Tenant's written demand, reimburse the Tenant on a full indemnity basis for any costs that the Tenant incurs in carrying out the Remediation Works, except to the extent that the contamination or pollution has been caused or contributed to by the Tenant; and
- (b) grant the Tenant access to the Land in order to enable the Tenant to carry out the Remediation Works.

5.4 Indemnities

In addition to any other indemnities contained in this Lease:

- (a) the Landlord indemnifies and agrees to keep indemnified the Tenant, its employees, contractors and other agents from and against all claims, demands, proceedings, judgments, damages, costs and losses of any nature whatever arising out of any breach of the warranty contained in clause 5.1, or any contamination or pollution of the Land or Premises, except to the extent that it is caused or contributed to by the negligence of the Tenant; and
- (b) the Tenant indemnifies, and agrees to keep indemnified, the Landlord from and against all claims, demands, proceedings, judgments, damages, costs and losses of any nature whatever arising out of any contamination or pollution of the Premises by the Tenant, except to the extent it is caused or contributed to by the Landlord.

6. FURTHER TERM

6.1 Request for Further Term

If the Reference Schedule provides for a Further Term, unless the Tenant gives the Landlord either:

- (a) at least 1 month's written notice before the expiration of the Term that the Tenant does not want a new lease of the Premises for a Further Term; or
- (b) written notice before the expiration of the Term that the Tenant does not want a new lease of the Premises for a Further Term but that it wishes to remain in possession of the Premises pursuant to clause 7.

then the Landlord must grant, and the Tenant must accept, a Lease of the Premises for the Further Term.

6.2 Terms of New Lease

The new lease will be on the same terms and conditions as this Lease except that:

- (a) the Reference Schedule will be completed by insertion of the following details:
 - (i) the Commencement Date of the new lease will be the first day of the new term;
 - (ii) the Term of the new lease will be as specified in the Reference Schedule; and
 - (iii) the number of Further Terms in the Reference Schedule available must be reduced by one, and if no Further Term is available, this clause 6 must be deleted.
- (b) the amount of insurance specified in clause 3.5 that the Tenant must maintain in relation to public liability shall be not less than \$30 million.

7. HOLDING OVER

If the Reference Schedule does not provide for a Further Term or the Tenant gives notice under clause 6.1(b), should the Tenant with the Landlord's consent expressed or implied continue to occupy the Premises beyond the end of the Term the Tenant may do so:

- (a) under this Lease on and subject to the covenants, terms, conditions and agreements of this Lease; and
- (b) as a yearly tenant, at a yearly Rent payable on demand equal to the annual Rent payable under this Lease immediately prior to the expiration of the Term.

The yearly tenancy may be determined by either party giving to the other one year's written notice, which may be given at any time.

8. NOTICES AND COUNTERPARTS

- (a) A request, notice, consent, approval or other communication (each a "Notice") under this Lease must be in writing signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:
 - (i) delivered to that person's address; or
 - (ii) sent by pre-paid mail to that person's address.
- (b) A Notice given to a person in accordance with this clause is treated as having been given and received:
 - (i) if delivered to a person's address, on the day of delivery if delivered before 4 pm on a Business Day, otherwise on the next Business Day; and
 - (ii) if sent by pre-paid mail posted in Australia, on the third Business Day after posting.
- (c) For the purposes of this clause, the address of a person is the address set out in the Reference Schedule or another address of which that person may from time to time give Notice to the other party to this Lease.
- (d) This Lease may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

9. COSTS

- (a) Each party must pay its own costs in relation to the negotiation, preparation, completion and execution of this Lease and any renewal of this Lease.
- (b) To the extent that there is any stamp duty payable on this Lease, the Landlord is responsible for the payment of such stamp duty.

10. GST

- (a) Words defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause.
- (b) A recipient of a taxable supply made under this Lease must:
 - (i) pay to the supplier, in addition to the consideration for the taxable supply (which is exclusive of GST), an amount equal to any GST paid or payable by the supplier in respect of the taxable supply, without deduction or set-off of any other amount; and
 - (ii) make that payment as and when the consideration or part of it must be paid or provided, except that the recipient need not pay unless the recipient has received a tax invoice (or an adjustment note) for that supply.
- (c) The supplier must promptly issue an adjustment note for any adjustment in respect of the taxable supply and/or any adjustment in respect of the amount of GST.

11. REDEVELOPMENT AND RELOCATION

11.1 Relocation Notice

If the Landlord wishes to relocate the Tenant's Property or any Tenant's property in the Additional Rights areas to another part of the Land, the Landlord may give the Tenant a written notice, specifying that in not less than 12 months, the Landlord wishes the Tenant to move the Tenant's Property or any Tenant's property in the Additional Rights area to another part of the Land (Relocation Notice).

11.2 Actions After Relocation Notice

- (a) If the Landlord gives the Tenant a Relocation Notice, the Landlord and the Tenant will enter into discussions in relation to the relocation of the Tenant's Property or any Tenant's property in the Additional Rights areas to another part of the Land.
- (b) Provided that:
 - (i) the location of the substitute premises and new additional rights areas are acceptable to the Tenant acting reasonably having regard to the proposed use of the substitute premises (in this respect the Landlord acknowledges that the Tenant, in considering the acceptability or otherwise of the substitute premises, may wish to install or erect a different type of substitution or other equipment in the substitute premises than is installed or erected in the existing Premises. For the avoidance of doubt, it shall not be unreasonable for the Tenant to reject the substitute premises if the Tenant considers, in its absolute discretion, that the substitute premises or new additional rights areas are not suitable for the type of substitution or other equipment that the Tenant wishes to install);
 - (ii) the Landlord has executed a lease for the substitute premises (the "Replacement Lease") which:

10.

- (A) is for a term equal to the full Term of this Lease (for the avoidance of doubt, the term of the Replacement Lease shall not be reduced to take account of any part of the Term of this Lease that has elapsed as at the commencement date of the Replacement Lease);
 - (B) includes an option for a further term or further terms equal to the full Further Term or Further Terms (if any) of this Lease;
 - (C) commences on the date the Tenant delivers to the Landlord an executed surrender of this Lease; and
 - (D) is otherwise on either the same terms and conditions as this Lease or on the Tenant's standard substitution lease terms and conditions at that time, at the election of the Tenant;
- (iii) the Tenant has either decommissioned the existing substation or no longer requires access to the existing substation; and
- (iv) the Landlord has prepared and provided to the Tenant a properly surveyed lease plan which reflects, to the satisfaction of the Tenant, the agreed location for the substitute premises and new additional rights areas, the Tenant will deliver to the Landlord an executed surrender of the Lease.

(c) The Landlord must make the substitute premises and new additional rights areas available to the Tenant in sufficient time, being no less than 12 months from the date of the Relocation Notice, unless otherwise agreed, to allow the Tenant to complete the relocation of:

- (i) the Tenant's Property;
- (ii) any Tenant's property within the Additional Rights areas, to the substitute premises and the new additional rights areas and to install or erect any further Tenant's property the Tenant considers necessary or desirable into the new premises or new additional rights areas.

(d) The Landlord must pay or reimburse to the Tenant all costs incurred by the Tenant in connection with the relocation of the Tenant's Property and any Tenant's property in the Additional Rights areas to the substitute premises and the new additional rights areas under this clause, including, without limitation, the following:

- (i) the costs of removing, relocating and installing the Tenant's Property and any other Tenant's property in the Additional Rights areas;
- (ii) the costs (if any) of all consultants engaged by the Tenant to determine the acceptability of the substitute premises and the new additional rights areas;
- (iii) the legal costs in relation to the surrender of this Lease and the relocation to the substitute premises and any new additional rights areas;

11.

- (iv) the legal costs of negotiation, preparation, completion and execution of the lease for the substitute premises and new additional rights areas; and
- (v) any stamp duty payable in connection with the surrender of this Lease or the Replacement Lease.

12.

EXECUTED as a deed.

Landlord.

Executed by *[insert company name and ACN]* in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Signature of Director

Signature of Director/Secretary

Name of Director

Name of Director/Secretary

Date

Tenant.

EXECUTED by CITIPOWER PTY
ACN 064 651 056 by its duly appointed
attorney JULIE WILLIAMS, Chief
Financial Officer pursuant to Power of
Attorney dated 24 December 2003 in the
presence of:

Witness

13.

ANNEXURE A

[INSERT MORTGAGEE OR CAVEATOR'S] CONSENT

The mortgagee/caveator* (delete as applicable), [insert mortgagee or caveator name] under [insert Mortgage No or Caveat No] over the land described in Certificate of Title Volume [insert] Folio [insert] at the request of the parties to this Lease and made between [INSERT NAME OF LANDLORD & ACN NUMBER IF APPLICABLE] and CITIPOWER PTY ACN 064 651 056, to which this consent is annexed (the "Lease"), HEREBY CONSENTS to the demise contained in the Lease (including any further term duly created pursuant to the exercise of any option to renew the Lease) and to all the other provisions and conditions of the Lease.

DATED the day of 200

* [insert mortgagee/caveator execution clause as applicable]

14.

**ANNEXURE B
PLAN OF PREMISES**



Moreland City Council

Moreland Building Services
90 Bell Street
Coburg
Victoria 3058

Postal Address
Locked Bag 10
Moreland
Victoria 3058

Telephone: 9240 1111
Facsimile: 9240 1212

12 February 2015

Enquiries: Building Services Unit
Your Ref: 26770085:46108266:33348



Sai Global Property
PO Box 447
SOUTH MELBOURNE VIC 3205

**Building Act 1993
BUILDING REGULATIONS 2006
Regulation 326 (1)**

LAND OR BUILDING INFORMATION

I refer to your request for land or building information as permitted pursuant to Regulation 326 (1) of the Building Regulations and advise as follows: -

ADDRESS: 8-12 Olive York Way, BRUNSWICK WEST VIC 3055

A search of Council's records has revealed the following Building Permits have been issued within the past ten (10) years:

Issued: 21-Feb-2006

Council Reference No: BP/2006/224
Description of Works: Demolish factories.
Issued By: Adam Sorati
Certificate of Final Inspection

Phone: 03 9240 2214
Issued: 24 August 2007

NOTICES/ORDERS

A search of Council's Building records has failed to locate any outstanding notices or orders issued under the Building Act 1993.

Should you require any further assistance in respect of this information, please contact Citizens Services on 9240 1111 and request to speak to City Development Service Support.

City Development Service Support



Moreland City Council

Moreland Building Services
90 Bell Street
Coburg
Victoria 3058

Postal Address
Locked Bag 10
Moreland
Victoria 3058

Telephone: 9240 1111
Facsimile: 9240 1212

12 February 2015

Enquiries: Building Services Unit
Your Ref: 26770085:46108268:33349



Sai Global Property
PO Box 447
SOUTH MELBOURNE VIC 3205

**Building Act 1993
BUILDING REGULATIONS 2006
Regulation 326 (2)**

LAND OR BUILDING INFORMATION

I refer to your request for land or building information as permitted pursuant to Regulation 326 (2) of the Building Regulations and advise as follows:

ADDRESS: 8-12 Olive York Way, BRUNSWICK WEST VIC 3055

Is the subject property within a termite area?

No.

Is the subject property within a bush fire prone area?

No

Is the subject property with an Alpine area?

No

Is the subject property within a flood prone area?

A search of Council records has indicated that the subject property is not in an area determined to be liable to flooding.

Is the subject property liable to inundation overflow?

A search of Council records has indicated that the property is not shown to be subject to overland flooding. Contact should be made with the Planning Investigation Team, Waterways and Drainage Group, Melbourne Water Corporation –
Tel: 9235 2100, Fax: 9429 4561

Should you require any further assistance in respect of this information, please contact Citizens Services on 9240 1111 and request to speak to City Development Service Support.

City Development Service Support



Catchment and Land Protection (Section 90)

Tan Partners
via SAI Global Property
LEVEL 3 355 SPENCER ST, WEST MELBOURNE VIC 3003

CERTIFICATE

Pursuant to Section 90 of the *Catchment and Land Protection Act 1994*

YOUR REF:

CERTIFICATE NO: **18528913**

This Certificate is issued for the following property:

PROPERTY ADDRESS:

8 - 12 Olive York Way, Brunswick West

PROPERTY DESCRIPTION:

Lot/Plan:

Lot S2 PS606542K , Lot S2 PS606542

Crown description:

Volume/Folio:

11172/971

Directory reference:

- | | |
|--|------------|
| 1. A regional catchment strategy applies to the land. | YES |
| 2. The land is in a special area. | No |
| 3. A special area plan applies to the land. | No |
| 4. A land use condition applies to the land. | No |
| 5. A land management notice is in force in relation to the land. | No |
| 6. A copy of the land management notice is attached. | No |

By Authority

Secretary to the Department of Environment and Primary Industries

DATED: 12/02/2015



CERTIFICATE No: 26770085 DATE: 12/02/2015

ROADS CERTIFICATE

Client: Tan Partners
Studio 3A 103 Lonsdale Street

Melbourne 3000

Matter Ref: The York
Vendor: DSI NOMINEES (VIC) PTY
LTD
Purchaser:

Subject Property: 8-12 OLIVE YORK WAY BRUNSWICK WEST VIC 3055

Title Particulars: Vol 11172 Fol 971

Municipality: MORELAND

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

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

EPA Priority Sites Register Extract



Client: Tan Partners
Studio 3A 103 Lonsdale Street
Melbourne 3000

Client Ref: The York
Certificate No: 26770085:46108270

Property Inquiry Details:

Street Address: 8-12 Olive York Way
Suburb: BRUNSWICK WEST
Map Reference: Melways Edition 39, Map No:29, Grid Letter: B, Grid Number: 5

Date of Search: 12/02/2015

Priority Sites Register Report:

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

Important Information about the Priority Sites Register:

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

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

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

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

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

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

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

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

08 August 2014

Tan Partners via SAI Global Property
authority@property.saiglobal.com

Property: 8-12 Olive York Way BRUNSWICK WEST 3055
Applicant Ref: 23021484:40675194
Melb Water Ref: 242045

Flood Level Information

Please note that flooding may be associated with the Melbourne Water regional drainage system and/or the local Council drainage systems. Information available at Melbourne Water indicates that the property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year. However, to determine if a property is subject to flooding from the local Council drainage system you will need to contact the relevant Council for flood information.

Flow Rate Velocity Information

For the purposes of the Building Code of Australia - Building in Flood Hazard Areas, there is no applicable flow rate velocity associated with Melbourne Water's regional drainage system for this property. Melbourne Water does not have any information in relation to flow velocities associated with the local Council drainage system.

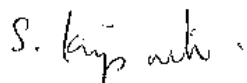
Advice

The flood level advice provided is based on the most accurate information currently available. This estimated flood information may change and is valid for 3 months from the date of this letter. If you are proposing to develop this land after such time, it is recommended that new advice be obtained from Melbourne Water.

Please check that the property referenced in this response is the property of interest.

If you have any enquiries, please contact me on telephone 9679 7832 or e-mail shobana.kirupanantha@melbournewater.com.au.

Yours sincerely

A handwritten signature in black ink, appearing to read 'S. Kirupanantha'.

Shobana Kirupanantha
Land Development

RULES OF OWNERS CORPORATION NO. 728974W

1 Definitions

1.1 In these rules:

- (a) “**Building**” means all buildings and improvements within the Plan of Subdivision.
- (b) “**Developer**” means DSI Nominees (Vic) Pty Ltd (ACN 600 236 253) (as bare trustee for Duggan Street Investments Pty Ltd (ACN 096 473 791) and R Project 14 Pty Ltd (ACN 164 969 528) (as trustee for R Project 14 Trust)) and includes its permitted assigns and invitees and the Developer’s Mortgagee.
- (c) “**Developer’s Mortgagee**” means any person or corporation who has taken from the Developer a mortgage or charge over any lot an each of the successors in title to those persons or corporations.
- (d) “**lot**” means all lots in the Plan of Subdivision.
- (e) “**Manager**” means the Manager for the time being appointed by the owners corporation under Part 6 of the OC Act.
- (f) “**Plan of Subdivision**” means plan of subdivision PS728974W
- (g) “**Security Key**” means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a lot or the common property.
- (h) “**occupier**” means any person who is occupying a lot, including an owner and includes where the context permits, the guests, agents, contractors or other invitees of the owner or occupier of the lot.
- (i) “**owner**” has the meaning given in the *Subdivision Act 1988 (Vic)*.
- (j) “**OC Act**” means the *Owners Corporation Act 2006 (Vic)*.
- (k) “**OC Regulations**” means the *Owners Corporation Regulations 2007 (Vic)*.
- (l) “**services**” means the services and utilities for various lots and the common property including the service pits, any venting system (including, without limitation, membrane barrier, vent curtain, pipework, vents and associated infrastructure), water, gas, electricity, lighting, telecommunications, data and sanitation.

1.2 Unless the context otherwise requires:

- (a) headings are for convenience only;
- (b) words imparting the singular include the plural and vice versa;
- (c) an expression imparting a natural person includes any company, partnership, joint venture, association or other owners corporation and any governmental authority; and
- (d) a reference to a thing includes part of that thing.

1.3 The obligations and restrictions in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the owners corporation from time to time and to the extent of any inconsistency, any such rights, grants or privileges, prevail over these rules in respect of the person or persons to whom they are given.

2 Health, safety and security

Model rules 1.1, 1.2 and 1.3 in Schedule 2 of the OC Regulations do not apply.

2.1 Health, safety and security of lot owners, occupiers of lots and invitees

A lot owner or occupier of a lot must not do anything, which may prejudice the security or safety of the common property, including without limitation:

- (a) leave open or permit to remain open any outside door providing access to the Building; and
- (b) prop open or allow to remain propped open any doors providing access to the Building.

2.2 A lot owner or occupier of a lot must not allow persons to follow them through the security doors to the Building or into garden areas (if applicable).

2.3 The owners corporation may take measures to ensure the security and to preserve the safety of the lot owners or occupiers, 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 lot owners or occupiers of any part of the common property;
- (b) permit to the exclusion of lot owners 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 a Security Key the access of lot owners or occupiers;
- (d) restrict by means of a Security Key the access of the lot owners or occupiers of one level of the lots to any other level of the lots; and
- (e) cancel any Security Key issued where a lot owner is in arrears in payment of owners corporation levies in excess of two quarters.

2.4 An owner or occupier of a lot must abide by any decision, action or direction made or taken by the owners corporation to ensure that the health, safety and/or security of persons authorised to use the common property is not jeopardised in any way, including, without limitation, partaking in any emergency evacuation drills carried out with the owners corporation.

2.5 If the owners corporation restricts the access of the lot owners and occupiers under rules 2.3, the owners corporation may determine the number of Security Keys it makes available to lot owners free of charge. The owners corporation may charge a reasonable fee for any additional Security Key required by a lot owner.

2.6 A lot owner 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 licence of a lot to the occupier to ensure the return of the Security Key to the lot owner or the owners corporation.

2.7 A lot owner or occupier of a lot in possession of a Security Key must not without the owners corporation's written consent 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 lot owner or occupier and is not to dispose of otherwise than by returning it to the lot owner or the owners corporation.

2.8 A lot owner or occupier of a lot must promptly notify the owners corporation if a Security Key issued to him is lost or destroyed. The lot owner or occupier will be responsible for reimbursing the owners corporation any necessary cost of maintaining security including the cost of changing locks and providing new security devices for all lots.

2.9 An owner or occupier of a lot must ensure that all smoke detectors installed in the lot are properly maintained and tested as required under relevant regulations and that back up batteries relating to the smoke detectors are replaced at least annually (if applicable).

2.10 Safety of children

A lot owner or occupier of a lot must ensure all children under the age of 14 years are supervised by an adult whilst using any common facilities.

2.11 Storage of flammable liquids and other dangerous substances

A lot owner or occupier of a lot must not:

- (a) except with the written consent of the owners corporation, use or store on the lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for domestic purposes or in the fuel tank of a motor vehicle; or
- (b) do or permit anything, which may invalidate or suspend any insurance policy effected by the owners corporation or cause any premium to be increased without the prior written consent of the owners corporation.

2.12 Waste disposal

(a) A lot owner or occupier of a lot must not:

- (i) deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose if applicable);
- (ii) throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substances whatsoever out of the windows or doors or down the staircase or from the balconies. Any damage or cost for cleaning or repair caused by breach of this rule shall be borne by the lot owner or occupier concerned;
- (iii) dispose of any explosive or dangerous goods; or
- (iv) dispose of any hard waste in any part of the common property including the bin area.

(b) A lot owner or occupier of a lot must dispose of garbage in the manner specified by the owners corporation from time to time but otherwise:

- (i) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the owners corporation, (if applicable);
- (ii) recyclable items, (including paper, cardboard and plastic) as from time to time nominated by the owners corporation must be placed in the receptacle or area designated for the items by the owners corporation (if applicable);
- (iii) all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) or other designated garbage storage or disposal area situated on the common property (if applicable); and
- (iv) all cardboard boxes and packaging must be broken down and neatly packed in the garbage area (if applicable).

- (c) A lot owner or occupier must compensate the owners corporation for any amount (being the relevant contractor's invoice plus administration fee of the owners corporation) in respect of any damage to garbage chute (where one is provided) caused by depositing glass in the garbage chute or other misuse of the garbage chute.

2.13 False alarm

A lot owner or occupier must pay any charges by any fire authority associated with the activation of a smoke detector in the lot owner or occupier's lot or in the common property or from a false alarm otherwise occasioned by the lot owner or occupier or any other person for whom the lot owner or occupier could be held responsible.

3 Management and administration

Model rule 2.1 in Schedule 2 to the OC Regulations does not apply.

3.1 Management and administration of common property and services

- (a) A lot owner or occupier of a lot must promptly notify the owners corporation or the Manager on becoming aware of any damage to or defect in the common property or any personal property vested in the owners corporation.
- (b) 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 the lot owner 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.
- (c) 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.
- (d) A lot owner or occupier must not inhibit or interfere any contractors, tradesperson or window cleaners engaged by the owners corporation and must permit contractors, consultants or workmen engaged by the owners corporation access to a Lot of common property for the purpose of maintenance, replacement or repair or any other works as authorised by the owners corporation.

3.2 Repair & maintenance of common property and services

- (a) Costs incurred on behalf of more than one owners corporation affecting the Plan of Subdivision will be apportioned by the Manager based on the best available criteria.
- (b) The unlimited owners corporation is responsible for the repair and maintenance of the external structure of the Building.
- (c) Each owners corporation is responsible for their respective repairs and maintenance (including all structural repairs), improvements and alterations which are not the responsibility of the unlimited owners corporation.
- (d) The owner of a lot is responsible for cleaning of all windows associated with the lot (except where a window is deemed inaccessible) and in any event that they are not cleaned regularly as determined by the owners corporation the owners corporation may without notice have the windows cleaned the cost of which will be charged to the owner of the relevant lot.

3.3 Metering of services and apportioning of costs of services

- (a) The owners corporation may share among the members in the owners corporation the costs of supply and maintenance of any water facility, gas facility

or power facility required for hot water, gas plates, heating or air-conditioning to the whole of the Building or any common property.

- (b) Where any lot is not separately metered in relation to any service including gas, electricity and/or water, then the lot owner shall pay a proportion of such service and supply charges relating to same on a proportional rate by dividing the lot liability of that lot by the total lot liability of all lots serviced jointly and by no other reference.

4 Use of common property

Model rules 3.1, 3.2 and 3.3 in Schedule 2 to the OC Regulations do not apply.

4.1 Use of common property

Except for the purposes of maintenance and renewal and with the written consent of the owners corporation, a lot owner or occupier of a lot must not do anything or permit anything to be done on or in relation to that lot or the common property so that:

- (a) any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with, including, without limitation, drilling or otherwise interfering with any structure;
- (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 in any way.

4.2 A lot owner or occupier of a lot:

- (a) must not keep any animal upon a lot or the common property after being given notice by the owners corporation to remove such animal once the owners corporation has resolved that the animal is causing a nuisance or is a danger (this rule does not apply to an animal that assists a person with an impairment or disability);
- (b) must ensure that any animal belonging to them does not urinate or defecate on common areas including internal court yards;
- (c) must ensure that any animal belonging to them must not be allowed to touch any common areas. They are to be carried through the common areas at all times;
- (d) must ensure that no animals are allowed in the gardens; and
- (e) must clean up after any animal debris and make good any damage caused by an animal to the common property.

4.3 A lot owner or occupier of a lot shall not mark, paint or the like, or otherwise damage or deface any structure that forms part of the common property without the approval in writing from the owners corporation, but this rule does not prevent a lot owner or person authorised by him from installing any locking device for protection of the lot against intruders and complying with any stipulations of the owners corporation from time to time.

4.4 A lot owner or occupier of a lot:

- (a) must not move any article likely to cause damage or obstruction through common property without first notifying the owners corporation or the Manager in sufficient time to enable a representative of the owners corporation or the Manager to be present; and

- (b) may only move an article likely to cause damage or obstruction through common property in accordance with directions of the owners corporation, the Manager or the Manager's representative.
- 4.5 Without limiting the generality of the foregoing rules, a lot owner or occupier of the lot may only move items through the garage lift lobby (if applicable) or other area specifically designated by the owners corporation.
- 4.6 A lot owner 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.
- 4.7 The lot owner or occupier of a lot shall compensate the owners corporation for any amount (being the amount of the relevant contractor's invoice plus any administration fee incurred by the owners corporation) in respect of any damage to the common property or personal property vested in the owners corporation caused by that lot owner or occupier or their respective tenants, licensees or invitees.
- 4.8 A lot owner or occupier must not and must ensure that any Building security video surveillance system, located in common areas, is not tampered or interfered with at any time.
- 4.9 An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property. An approval under this rule may state a period for which the approval is granted.
- 4.10 An owner or occupier of a lot must not place or leave standing any item on the common property which is owned or controlled by them, unless authorised in writing by the owners corporation or the Manager.

4.11 Use of equipment, services and amenities on common property

- (a) A lot owner or occupier of a lot must:
 - (i) not use or interfere or permit interference with any services or fire safety equipment except in the case of all emergency and must not obstruct any fire stairs or fire escape;
 - (ii) ensure compliance with fire laws and all statutory and other requirements, including those of the owners corporation relating to fire and fire safety in respect of the lot and common property.
- (b) A lot owner or occupier of a lot must not, without the written authority of the owners corporation or the Manager, interfere with the operation of any equipment, fixture or fittings installed on the common property.

4.12 Vehicles and parking on common property

- (a) A lot owner or occupier of a lot must not:
 - (i) park or leave a vehicle on common property so as to obstruct any driveway entrance to a lot or in any place other than in a parking area specified for such purpose by the owners corporation;
 - (ii) park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces which form part of a lot or otherwise designated by the owners corporation and the owners corporation reserves the right to remove offending vehicles, trailer or motor cycles;
 - (iii) permit oil leakages from any vehicle, trailer or motor cycle onto common property or their lot and must reimburse the owners corporation for the

cost of cleaning and removing any oil stains to the garage or other part of the common property;

- (iv) permit bicycling, roller blading, skate boarding, roller skating, ball games or children to play in the car parking areas, driveways or access pathways or any part of the common property;
 - (v) interfere with the operation, function or control of the electronic automatic doors or gates;
 - (vi) wash any vehicle in any area or car parking space or on the common property whatsoever;
 - (vii) exceed 5km speed limit in the car parking areas; or
 - (viii) sell or lease a car space or storage space within the Building to a person other than a person who is an owner or occupier of a dwelling on the Plan of Subdivision.
- (b) Permanent parking is not permitted in visitor's spaces (if any).
- (c) An owner or occupier who accesses a car space through a common vehicle gate must ensure that they know how to operate the gate manually and in the event that they have cause to open the gate manually that they also close the gate immediately after use.

4.13 A lot owner or occupier of a lot must not:

- (a) permit any bicycle to be stored other than in the areas of the common property designated (if any) by the owners corporation or the Manager for such purpose and fitted with bicycle racks; and
- (b) store bicycles or other articles on balconies or exteriors of the lots or on any common property or otherwise permit any bicycle to be brought into a lot or the foyer, stairwells, lifts (if any), hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the owners corporation or the Manager from time to time.

4.14 A lot owner or occupier of a lot:

- (a) must not breach nor permit the regulations as stipulated from time to time by the owners corporation to be breached in respect of the use of the recreational and surrounding designated areas.
- (b) must ensure that all of their visitors are accompanied by a resident in all recreational areas.
- (c) accepts that utilization of all recreational facilities is at their own risk.

4.15 Drying laundry on common property or external or visible areas of lots

A lot owner or occupier of a lot must not hang or permit to be hung any clothes or other articles on the balustrade of any balconies, any landing, stairway or any other part of the common property or on any part of the exterior of the lot so as to be visible from outside the lot from the street level.

4.16 Management

- (a) A lot owner or occupier of a lot acknowledges that the owners corporation may make rules, decisions, directions and undertake actions concerning the use of the common property for access by members of the public (with or without bicycles and vehicles) to and from any lot affected by the common property.
- (b) The owners corporation is responsible for the arrangements and for the ongoing management and maintenance of the common property used by the members of

the public (with or without bicycles and vehicles) to and from any lot affected by the common property including, without limitation:

- (i) appoint a manager to prepare, manage and administer the ongoing management and maintenance of the common property used by the members of the public;
 - (ii) appoint an organising committee to organise, manage and administer the ongoing management and maintenance of the common property used by the members of the public;
 - (iii) obtain such approvals and permits required to hold for the ongoing management and maintenance of the common property used by the members of the public;
 - (iv) to ensure that access stairs and ramps leading from outside of the common property to the common property are available for use for the ongoing management and maintenance of the common property used by the members of the public;
 - (v) to pay charges, fees, and costs for any approval, permit or services provided due to the cost of having resources and monitoring conditions in connection with the ongoing management and maintenance of the common property used by the members of the public;
 - (vi) to close off or restrict any part of the common property not required for access by the public; and
 - (vii) permit, to the exclusion of a lot owner or occupier of a lot, any designated part of the common property to be used by the members of the public.
- (c) A lot owner or occupier of a lot must:
- (i) abide by any decisions, directions and actions taken by the owners corporation in connection with for the ongoing management and maintenance of the common property used by the members of the public;
 - (ii) not do anything or permit anything to be done which will interfere with actions taken by the owners corporation in connection with the ongoing management and maintenance of the common property used by the members of the public;
 - (iii) not object to works (including without limitation, repair maintenance and redevelopment) being undertaken by the owners corporation in connection with the ongoing management and maintenance of the common property used by the members of the public, provided the owners corporation uses reasonable endeavours to minimise disruption to the use and enjoyment of the lot owner or occupier's lot;
 - (iv) not bring any action or make any claim or objection against any party in relation to noise, construction, development, activity or performance in connection with the ongoing management and maintenance of the common property used by the members of the public.
- (d) A lot owner who does not occupy the lot or will be absent from the lot for more than 3 months must advise the owners corporation of the lot owner's mailing address in Australia for service of notices and any changes to it as soon as possible.

5 Lots

Model rule 4.1 in Schedule 2 of the OC Regulations does not apply.

5.1 Change of use of lots

A lot owner or occupier of a lot must not:

- (a) use the lot for any purpose that may be illegal or injurious to the reputation of the Building or which may cause a nuisance or hazard to any other lot owner or occupier of a lot or their respective invitees;
- (b) use the lot or any part of it or part of the common property for any public announcement or for the display of any signage, placard or advertisement, including, without limitation, in relation to the sale or lease of a lot, unless previously approved by the owners corporation and affixed to the Property in the area designated for such signage by the owners corporation from time to time;
- (c) allow or permit more than one sign approved under sub-rule 5(b) to be affixed to the lot at any given time and any such sign may be affixed for a period of no longer than 30 days unless otherwise agreed by the owners corporation and only where the Developer has completed selling lots within the Building or development;
- (d) use that part of a lot designed for use as a car parking space for any other purpose without the prior written consent of the owners corporation;
- (e) allow the placement of goods outside storage cages and/or on car parking lots; or
- (f) allow their lot to be used for a purpose which may be illegal or injurious to the reputation of the Building or development including a massage parlour, brothel or similar purpose or in a manner which may constitute a nuisance or hazard to any other lot owner or occupier.

5.2 A lot owner 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 and any invitees of that lessee or licensee comply with these rules.

5.3 A lot owner or occupier of a lot must at the lot owner's or occupier's expense promptly comply with all laws relating to the lot including, without limitation, any requirement, notices and orders of any governmental authority.

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

5.5 External appearance of lots

A lot owner or occupier of a lot must not:

- (a) paint, finish or otherwise alter the external facade of any building or improvement forming part of the common property or their lot without the consent first obtained from the owners corporation;
- (b) construct or erect any shed, enclosure or structure of any nature or description on a balcony, terrace or garden area forming part of the lot without the prior written consent of the owners corporation. The owners corporation shall not in any case consent to the erection of any structure if such structure detracts from the general appearance of the Building or if it interferes with the views or use and enjoyment of another lot or does not comply with the requirements of relevant authorities, including, without limitation, the municipal council;

- (c) construct or erect any outside wireless, television aerial, satellite dish or receiver or thing of like nature or security devices or wires without the previous consent in writing of the owners corporation;
- (d) install any air-conditioning unit in a lot or on a balcony, patio or courtyard without having received the prior written permission from the owners corporation;
- (e) install covering to any storage areas without the prior written consent of the owners corporation. Any covering must comply with fire regulations (i.e. being fire retardant) and of a colour approved by the owners corporation;
- (f) allow any balcony, terrace or garden area which forms part of any lot to become unkempt, overgrown or unsightly and that when watering or cleaning to ensure that minimal disturbance to other members and occupiers occurs;
- (g) install any curtains, blinds, awnings or other window furnishings, whether inside their lot or external to their lot unless they are a cream or neutral colour and in a design and materials approved by the owners corporation;
- (h) install any flywire screen, awning, security door, or any other exterior fixture or fitting without first having obtained written permission to do so by the owners corporation and provided that said permission complies with the standards established by the owners corporation and governing authorities;
- (i) without the 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;
- (j) place, display or hang any chattel, item (including any item of clothing or any wind chimes) or any signage) on or from a balcony or terrace forming part of the lot or common property;
- (k) damage any plants, gardens, lawns, driveways, curb and channel on the common property; and
- (l) interfere, penetrate, breach or permit any interference, penetration or breach of a slab of a Building.

6 Design

6.1 Design, construction and landscaping

A lot owner or occupier of a lot must:

- (a) keep the lot clean and in good repair;
- (b) keep all internal gardens and balconies clean, tidy and well maintained;
- (c) ensure their car parking space(s) are free of oil etc. The owners corporation reserves its right to clean any area and charge the owner for the cost incurred;
- (d) not install a safe in a lot without the written consent of the owners corporation and before submitting to the owners corporation a structural engineering report in respect of the proposed installation;
- (e) not breach fire regulations by installing unapproved dead locks or peep holes that would void the owners corporation's insurance policy;
- (f) not modify any air conditioning, heating or ventilation system or associated ducting servicing that lot without the prior written consent of the owners corporation; and
- (g) enclose a carpark lot.

- 6.2 The owners corporation will be responsible for the maintenance of any landscaping installed on the common property or any lot where it has been installed on a lot by the Developer.
- 6.3 Where a owner or occupier of a lot is installing a new appliance, that owner or occupier must use reasonable endeavours to ensure the new appliance has the same or higher energy rating as the appliance being replaced.

7 Behaviour of persons

Model rules 5.1 and 5.2 in Schedule 2 of the OC Regulations do not apply.

7.1 Behaviour of owners, occupier and invitees on common property

- (a) A lot owner or occupier of a lot when on common property (if on any part of a lot so as to be visible from another lot or from common property) must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the lot owner or occupier of another lot or to any person lawfully using common property.
- (b) A lot owner or occupier of a lot must not smoke or permit smoking in the stairwells, lifts, foyers and carpark forming part of the common property or such other parts of the common property as the owners corporation or the Manager may designate from time to time.
- (c) A lot owner or occupier of a lot must not nor permit consumption of alcohol or the taking of glassware onto the common property. i.e. gardens (if applicable).
- (d) A lot owner or occupier of a lot must not permit disposal of cigarette butts or cigarette ash over balconies.
- (e) A lot owner 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.
- (f) A lot owner or occupier of a lot must take all reasonable steps to ensure the invitees of the lot owner or occupier comply with these rules. If an invitee of a lot owner or occupier causes damage to the common property, the lot owner or occupier responsible for the invitee will be liable for to the owners corporation for any cost of making good the damage caused.
- (g) A lot owner or occupier must not bore or permit anybody to bore holes in a lot or common property or otherwise abstract any groundwater for any use.

7.2 Noise and other nuisance control

A lot owner or occupier of a lot must not:

- (a) create any noise or behave in a manner likely to interfere or obstruct with the peaceful enjoyment of the lot owner or occupier of another lot or of any person lawfully using common property or which otherwise fails to comply with the Environmental Protection (Residential Noise) Regulations 2008;
- (b) obstruct the lawful use of common property by any person;
- (c) use washing machines, vaccum cleaners, tumble dryers and dishwashers between the hours of 10 p.m and 8 a.m; or
- (d) without limiting the generality of the foregoing, use machinery which may be heard outside a lot, including without limitation, hammer drills or jack hammers in a lot, between the hours of 2.00 p.m and 10.00 a.m on weekdays or on weekends at all.

7.3 Positive obligations of lot owners or occupiers

A lot owner or occupier shall do or cause to be done the following:-

- (a) pay any increased premium for any insurance policy effected by the owners corporation occasioned by his/her particular use of the lot or common property;
- (b) repair and maintain the interior of the lot and parts of the common property in the exclusive use of the lot owner or occupier and maintain in good repair and working order and keep clear all sanitary and sewerage and other apparatus and equipment wholly within the lot used for the supply of electricity, water, hot water, gas heating and cooling installation, security systems or other services to the lot, all wires within the lot or on the common property used in connection with wireless or television reception which service exclusively the lot, all sewers, drains, tubes, pipes, ducts and wires which are wholly within and terminate in the service lot and any tank, cistern, wireless aerial or television antenna, lifts, heating and cooling installation, security system and any other equipment or apparatus now on or which may hereafter be installed on the common property and any sewers, drains, tubes, pipes, ducts or wires used in connection therewith on the common property which serve exclusively the lot and pay for the renewal repair or reinstatement thereof;
- (c) report to the owners corporation or building caretaker or manage any accidents to or failure of any services which affects the use and enjoyment of such services by owners and occupiers of lots in the Building or of the common property;
- (d) when leasing his/her lot (where such leasing is permitted) make it a condition of the lease or tenancy that the lessee or tenant shall comply with the rules of the owners corporation and the Subdivision Act (Vic) 1988 and the Subdivision (Owners Corporation Regulations 2007) or such other replacement Regulations that are in force from time to time;
- (e) only use the common facilities in such hours as the owners corporation may set for their use from time to time; and
- (f) each member shall ensure that, in the event of the replacement or repair of any glass which forms part of the exterior of the Building (whether inside the boundary of a lot or otherwise), the replacement glass or repair shall comply with the specification of the glass which is replaced or repaired.

8 Use of lifts

A lot owner or occupier of a lot must not:

- (a) use any lift for any other purpose other than to gain access to his or her lot as directed by the owners corporation and not unless the use is in accordance with any operating instructions of the lift supplier or rules made by the owners corporation with respect to use of lifts;
- (b) without the consent of the owners corporation use the lifts for delivery or removal of goods except between 9 a.m and 5 p.m on business days or at any time without using lift covers.

9 Relocations, deliveries, works & tradesman (other than the Developer)

9.1 A lot owner or occupier must not:

- (a) give less than forty-eight (48) hours notice to the owners corporation or its representative before any furniture, fittings or equipment may be moved in or out of any lot via the lift. Also the moving of same must be done in a manner and at

the time directed by the representative of the owners corporation PROVIDED THAT nothing herein shall restrict the movement of such items if they can be safely and adequately moved by one person and are of a nature such that damage will not be occasioned to any items of common property or of property belonging to the owner or occupier of any other lot;

- (b) permit any vehicles to restrict vehicle access;
- (c) damage, obstruct or interfere with the lift stairways, corridors or any other common property when moving any items in or out of any lot;
- (d) arrange for trades persons (except in emergencies) or any nature or kind to perform works to be carried out except during normal working hours, 8.00a.m to 6.00p.m and there shall be no works done by trades people on weekends or public holidays without supervision by the owner or occupier of the lot and is done so at the sole responsibility of the owner or occupier so arranging;
- (e) undertake any renovation works without providing the owners corporation at least 28 days prior to those works;
- (f) carry out any works other than in accordance with the reasonable directions of the owners corporation; and
- (g) arrange for deliveries of any kind or nature unless the lot owner or occupier is at or on the premises to accept the delivery.

9.2 A lot owner or occupier of a lot must not undertake any works (including any physical intervention, excavation or action that may result in a change to the nature, appearance or physical nature of a lot both internally and externally and any removal or destruction of trees or vegetation) within or about or relating to a lot except in accordance with the following requirements:

- (a) such building works may only be undertaken after all requisition permits, approvals and consents 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;
- (b) the owner or occupier must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other lot owners and occupiers;
- (c) the owner or occupier must not proceed with any such works until the owner or occupier:
 - (i) submits to the owners corporation plans and specifications of any works proposed by the lot owner or occupier which affect the external appearance of the Building or any of the common property or which affect the structure or services or the fire or acoustic ratings of any component of the Building;
 - (ii) supplies to the owners corporation further particulars of those proposed works as the owners corporation requests 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, do not endanger the Building and are compatible with the overall services to the Building and individual floors; and
 - (iii) 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 costs may include the cost of building consultants engaged by the owners corporation to consider such plans

and specifications) are paid by the owner or occupier and such approval shall not be effective until such costs have been paid; and

- (iv) pay such reasonable costs to the owners corporation,
- (d) a lot owner or occupier of a lot must ensure that:
 - (i) the owner or occupier and their respective employees, 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 no-site management and building protection, and hours of work;
 - (ii) the main building entrance and lobby are not used for the purposes of taking building materials or building workmen to and from the relevant lot unless the owners corporation gives written consent to do so; and
 - (iii) such employees, agents and contractors are supervised in carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein,
- (e) without limiting the generality of sub-rules (d) the lot owner or occupier must ensure their respective employees agents and contractors undertaking such works observe the following restrictions in respect of the works:
 - (i) building materials must not be stacked or stored on the front, side or rear of the Building;
 - (ii) scaffolding must not be erected on the common property or the exterior of the Building except with the prior written consent of the owners corporation;
 - (iii) construction work must comply with all laws and requirements of the relevant government agencies;
 - (iv) the exterior of the Building and common property must at all times be maintained in a clean, tidy and safe state; and
 - (v) construction vehicles and construction workers' vehicles must not be brought into or parked in the common property,
- (f) before any of the works commence, the lot owner or occupier must:
 - (i) 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
 - (ii) deliver a copy of the policy and certificate of currency in respect of the policy to the owners corporation,
- (g) access shall not be available to other lots on the Plan or common property for the installation and maintenance of services and associated building works without the consent of licence of the owner of the relevant lot or of the owners corporation in case of common property;
- (h) a lot owner or occupier of a lot shall immediately make good any damage to and dirtying of the Building, the common property, the services or any fixtures, fittings or finishes thereof or therein which are caused by such works and if the owner or occupier fails to immediately do so within a reasonable period of time) must make good the damage and dirtying and in that event the owner or occupier shall indemnify and keep indemnified the owners corporation against any costs or liabilities incurred by the owners corporation in so making good the damage or dirtying; and
- (i) an owner 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.

10 Levies

All lot owners are to pay the owners corporation fees or levies on the due date as specified by the owners corporation Manager. Any unpaid fees or levies will attract an interest charge set by the Penalty Interest Rates Act 1963 (Vic).

11 Dispute resolution

- (a) The grievance procedure set out in this rule applies to disputes involving a lot owner, a Manager, an occupier of a lot or the owners corporation.
- (b) The party making the complaint must prepare a written statement in the approved form.
- (c) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (d) 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.
- (e) 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.
- (f) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (g) 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 OC Act.
- (h) This process is separate from and does not limit any further action under Part 10 of the OC Act.

12 Special rules for the developer

12.1 Save as provided in this rule, nothing in these rules will prevent or hinder the Developer from completing construction of any improvements on and to any of the lots or common property and without limitation the Developer may at any time or times (and whether in one or more stages):

- (a) cause to be carried out all and any building and construction of any part of the Building or development and fitting out works on or to any part of the Building or development;
- (b) stack or store building materials on any lot or the common property;
- (c) use in any way it considers necessary any part of the common property to facilitate completion of building, construction or fitting out works of any part of the Building or development; and
- (d) temporarily shut down services to the Building or development or part thereof to enable various works to be carried out.

- 12.3 Nothing in these rules will prevent or hinder the Developer from selling any lot and without limitation the Developer may at any time:
- (a) use any lot as a display lot or office to assist in the marketing and sale of other lots;
 - (b) place anywhere on the common property or any lot signs and other materials relating to the marketing, sale or lease of lots;
 - (c) conduct in a lot or anywhere on the common property any inspection or auction sale of a lot; and
 - (d) use in any way it considers necessary any part of the common property for the purposes of selling lots.
- 12.4 For the avoidance of doubt, the hours during which machinery may work, as referred to in rule 7.2(d), do not apply to the Developer.
- 12.5 Every lot owner and occupier hereby consents to and agrees to the Developer undertaking any or all of the rights of the Developer set out in this rule without any prevention or hindrance of such lot owner or occupier.
- 12.6 The owners corporation must do all things reasonably required by the Developer to facilitate efficient and economic completion of construction of and improvements on and to the lots and common property by the Developer and sale by the Developer of lots and without limitation the owners corporation must for those purposes sign all necessary consents to permits required by the Developer and must close off from access by lots owners and occupiers parts of the common property when it is necessary to do so.

DRAFT

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

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an Owners Corporation

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

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.

ENVIRONMENT PROTECTION ACT 1970

STATEMENT OF ENVIRONMENTAL AUDIT

I, **Roger John Parker** of Golder Associates Pty Ltd, a person appointed by the Environment Protection Authority ('the Authority') under the Environment Protection Act 1970 ('the Act') as an Environmental Auditor for the purposes of the Act, having:

- 1) been requested by Mr Michael Biviano of BW Developments (Vic) Pty Ltd to issue a certificate of environmental audit in relation to the site being part of Certificates of Title Volume 06537 Folio 222, Volume 08858 Folio 652 and Volume 08997 Folio 826, Parish of Jika Jika, County of Bourke and referred to as **Lot S2 and Reserve No 1** (proposed subdivision lot) as shown on the attached Figure A;
 - 2) had regard to, among other things,
 - i) guidelines issued by the Authority for the purposes of Part IXD of the Act,
 - ii) the beneficial uses that may be made of the site, and
 - iii) relevant State Environment Protection Policies / Industrial Waste Management Policies, namely
 - SEPP (Prevention and Management of Contamination of Land) 2002
 - SEPP (Groundwaters of Victoria) 1997
 - SEPP (Waters of Victoria) 2003
 - IWMP (Prescribed Industrial Waste), 2000 (now superseded)
- in making a total assessment of the nature and extent of any harm or detriment caused to, or the risk of any possible harm or detriment which may be caused to, any beneficial use made of the site by any industrial processes or activity, waste or substance (including any chemical substance), and
- 3) completed an Environmental Audit Report in accordance with Section 53X of the Act, a copy of which has been sent to the Authority and the relevant planning and responsible authority.

HEREBY STATE that I am of the opinion that

The site is suitable for the beneficial uses associated with high density residential use (Sensitive Use – High Density), open space, commercial and industrial use subject to the following conditions attached thereto:

- A) All buildings must be constructed with concrete slab foundations at grades shown on the attached Point Architects Design Plans TP01/F REV F, TP07/F REV F and TP08/F REV F, dated September 2009, unless otherwise agreed to by an Environmental Auditor appointed pursuant to the Environment Protection Act 1970 (an Environmental Auditor).
- B) All buildings must be underlain by a vapour barrier system designed to manage any vapour risks associated with residual groundwater contamination and phase separated hydrocarbons so that risks to human health are acceptable, unless further assessment of the site demonstrates that risks to human health within a particular building are acceptable and then only once the further assessment has been

reviewed and approved by an Environmental Auditor. The design of the barrier system must include the following:

- The vapour barrier product must be Geo-Seal™, Liquid Boot® or other similar product (approved by an Environmental Auditor) to manage the vapour risk posed by the residual contaminants in groundwater (predominantly benzene, trichloroethene and free phase product) underlying the site.
 - The vapour barrier must be underlain by a drainage layer designed to vent any collected vapours to atmosphere above any buildings. The vapour drainage layer is to comprise not less than 150 mm thickness of free draining aggregate and slotted collection pipes at not less than 5 m centres (or equivalent system) venting to vertical riser pipes discharging above the buildings.
- C) A Detailed Design and Technical Specification must be prepared for installation of the vapour barrier which documents;
- the extent of land to be covered by the vapour barrier.
 - procedures for the installation of the vapour barrier.
 - procedures for sealing of penetrations through the membrane (e.g. underground services).
 - procedures for sealing the vapour barrier at the edges of the building and around footings or pile caps (and any other in ground structures).
 - procedures for installation of the drainage layer.
 - a construction quality assurance plan to verify satisfactory installation of the barrier and drainage system including procedures to verify the integrity of the membrane or sealing layer once installed.
- D) The Detailed Design and Technical Specification of the vapour barrier system must be reviewed and approved by an Environmental Auditor, prior to commencement of construction to confirm that the design meets the requirements of this Statement of Environmental Audit.
- E) The construction of the vapour barrier system must be in accordance with the Environmental Auditor approved Detailed Design and Technical Specification and be verified by an Environmental Auditor.
- F) The Development Environmental Management Plan (DEMP) included as Appendix I of the Environmental Audit Report must be implemented by the site owner during all development works at the site.
- G) At completion of site development works and prior to occupation of any buildings on the site, the Site Environmental Management Plan (SEMP) included as Appendix J of the Environmental Audit Report, must be reviewed and updated as necessary, to the satisfaction of an Environmental Auditor prior to implementation.
- H) The SEMF approved by an Environmental Auditor must be implemented by the site owner unless an Environmental Auditor agrees that there is no on-going need for the SEMF.
- I) The Groundwater Management Plan (GMP) included as Appendix K of the Environmental Audit Report must be implemented by the site owner.
- J) Groundwater must not be abstracted for any use.

The condition of the site is detrimental or potentially detrimental to any (one or more) beneficial uses of the site. Accordingly, I have not issued a Certificate of Environmental Audit for the site in its current condition, the reasons for which are presented in the Environmental Audit Report. The terms and conditions that need to be complied with before a Certificate of Environmental Audit may be issued are set out as follows:

- All soil and fill with metals, petroleum hydrocarbons, solvents and fluoride exceeding NEPM EIL, HIL A or NSW EPA sensitive landuse guideline values would be required to be removed from the site or remediated.
- All aesthetically impacted soil should be remediated.
- All groundwater at and in the vicinity of the site would be required to be remediated to restore the beneficial use of Primary Contact Recreation and to no longer present an unacceptable vapour risk.

Other related information included in the Statement of Environmental Audit is as follows:

- The Authority has determined that groundwater has been cleaned-up to the extent practicable.
- The site is a Groundwater Quality Restricted Use Zone (GQRUZ).
- In accordance with clause 19(3) of SEPP (GoV) the Authority may require periodic reassessment of the practicality of groundwater clean up.
- The Auditor considers that the beneficial uses of groundwater for which the Audit site is suitable are Maintenance of Ecosystems, Stockwatering and Buildings and Structures only.
- The Authority has indicated that a s.53V Environmental Audit is the appropriate mechanism for the cessation of the ongoing groundwater management and monitoring.
- Off-site disposal of soil must be undertaken in accordance with relevant EPA Regulations and Guidelines (EPA Industrial Waste Resource Guideline IWRG621).

This Statement forms part of Environmental Audit Report (Golder Associates, Statutory Environmental Audit, Lot S2, 480-502 Albion Street, West Brunswick, report number 06613541/069, May 2010). Further details regarding the condition of the site may be found in the Environmental Audit Report.

Dated 31 May 2010

Signed 

Environmental Auditor Appointed Pursuant to the Environment Protection Act 1970

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Australian Government
Foreign Investment Review Board

Telephone: 02 6263 3795
Overseas: +61 2 6263 3795
Facsimile: 02 6263 2940
Website: www.firb.gov.au

3 February 2015
File: FI2014/28397

Ms Olivia Craze
Tan Partners
Lonsdale St
MELBOURNE VIC 3000

Dear Ms Craze,

I refer to correspondence dated 18 December 2014 seeking an exemption Certificate covering the sale by DSI Nominees (Vic) Pty Ltd of new dwellings to be constructed at 8-12 Olive York Way, Brunswick West, Victoria (Development) to foreign persons.

There are no objections to this request in terms of the Government's Foreign Investment Policy, subject to the conditions outlined below.

Certificate

This letter constitutes a Certificate issued under regulation 3(e) of the *Foreign Acquisitions and Takeovers Regulations 1989* which permits DSI Nominees (Vic) Pty Ltd to sell new dwellings in the Development to foreign persons on condition DSI Nominees (Vic) Pty Ltd:

- (a) provides a copy of this Certificate to each *prospective* foreign purchaser of a new dwelling (including those that have been rented for less than 12 months); and
- (b) reports all sales in the Development as per the advanced-off-the-plan report form at: http://www.firb.gov.au/content/real_estate/other/developers.asp on an annual basis until all dwellings have been sold.

In responding to this request, DSI Nominees (Vic) Pty Ltd is reminded of its obligation to ensure that the Development is marketed in Australia.

The *Foreign Acquisitions and Takeovers Act 1975* requires foreign persons purchasing new dwellings to individually notify the Treasurer and obtain foreign investment approvals for their acquisitions. This Certificate provides exemption to this requirement.

This Certificate is not transferable.

Yours sincerely

Slavenka Jovanovic
Foreign Investment Review Board Secretariat

Due Diligence Checklist



What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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