

Version 1

GRAVITY
TOWER

*CONTRACT
OF SALE*

89 Gladstone Street South Melbourne

NAME

APARTMENT NUMBER

IMPORTANT NOTICE TO THE PURCHASER

If section 57(1) of the consumer affairs legislation amendment (reform) act 2010 applies, then:

- Subject to the limit set by section 9AA(1(B) of the sale of land act 1962, the purchaser may negotiate with the vendor about the amount of deposit moneys payable under the contract; and
- A substantial period of time may elapse between the day on which the purchaser signs the contract of sale and the day of which the purchaser becomes the registered proprietor of the lot; and
- The value of the lot may change between the day on which the purchaser signs the contract of sale for that lot and the day on which the purchaser becomes the registered proprietor.

Contract of Sale

NEST MELBOURNE PTY LTD

Residential

(ACN 161 213 252)

(Vendor)

Lot _____

89-103 Gladstone St South Melbourne 3205

(Property)



Level 12
575 Bourke Street
Melbourne Vic 3000
Tel: +61 3 9628 4100
Fax: +61 3 9620 0711
Reference: TJB: 2141733
www.logielaw.com2141733_007.docx

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

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Contract of Sale of 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: 89-103 Gladstone Street South Melbourne 3205

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/...../2014

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

State nature of authority, if applicable:

This offer will lapse unless accepted within [30] clear business days (3 clear business days if none specified)

SIGNED BY THE VENDOR:

..... on/...../2014

**Omran Dib – Sole Director and Sole
Company Secretary of Vendor company**

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*.

Particulars of sale

Vendor's agent

Name:

Address:

Telephone:

Fax:

Ref:

Email:

Development: NEST MELBOURNE

Vendor

Name(s): Nest Melbourne Pty Ltd ACN 161 213 252

Address: Unit 46, Level 1, 255 Drummond Street Carlton 3053

Vendor's legal practitioner

Name: Logie-Smith Lanyon

Address: Level 12
575 Bourke Street
MELBOURNE VIC 3000

Telephone: 9628 4100 Fax: 9620 0711 Ref: Tina Birk

Email: nest@logielaw.com

Purchaser

Name(s):

Address:

FIRB

Unless this box is ticked, the Purchaser warrants to the Vendor that the Purchaser is not a foreign person within the meaning of the Foreign Acquisitions and Takeovers Regulations

Purchaser's legal practitioner or conveyancer

Name:

Address:

Telephone:

Fax:

Ref:

Email:

Land (general conditions 3 and 9)

The land is **Lot** _____ **on proposed Plan of Subdivision PS735510C**
being **PART** of the land described in the table below –

Certificate of Title reference	being lot	on plan
Volume 4925 Folio 924	1	TP809416V
Volume 3776 Folio 169	1	TP8092412E
Volume 6445 Folio 970	1	TP809419P

Volume 6455	Folio 971	1	TP809422B
Volume 5551	Folio 093	1	TP809418R
Volume 3526	Folio 014	1	TP809407W

The land includes all improvements and fixtures.

Property address

The address of the land is: **Lot _____, 89-103 Gladstone Street South Melbourne 3205** together with any improvements.

Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

As per attached Schedule of Finishes, Fixtures and Fittings

PAYMENT (general condition 11)

Price	\$	
Deposit	\$	by / / 20..... (of which \$ has been paid). If no date is inserted then the Deposit is due 14 days from the day of sale.
Balance	\$	payable at Settlement.

GST (general condition 13)

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

Where the land is a Residential Apartment, GST is included in the Price.
Where the Land is not a Residential Apartment the Price is "plus GST"

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

--

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

--

Settlement (general condition 10)

is due in accordance with special conditions 2.1 and 14

~~unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:~~

- ~~• the above date; and~~
- ~~• 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.~~

Lease (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property

unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1.

--

If '**subject to lease**' then particulars of the lease are*:

Terms contract (general condition 23)

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

Not applicable

Loan (general condition 14)

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

Lender:

Loan amount**: \$ Approval date*: / /20.....

*(If this contract is subject to a loan being approved and no Approval date is inserted, then the Approval date will be 21 days from the day of sale).

** (If this contract is subject to a loan being approved and no Loan amount is inserted, then the Price will be deemed to be the Loan amount).

Special Conditions

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

Special 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 Acceptance of title

(As prescribed by the REIV and Law Institute of Victoria)

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.

2 Interpretation

2.1 Definitions

The following words have these meanings in this Contract unless the contrary intention appears:

Act	means the Sale of Land Act 1962;
Architectural Plans	means the architectural plans attached as Annexure 4 as varied from time to time;
Bank Guarantee	means an irrevocable guarantee from a bank and in a form acceptable to the Vendor;
Bond	means: (a) paying any money; (b) giving any bond and/or; (c) causing a bank guarantee to be given, to any Relevant Authority to secure the completion of any Subdivision Works;
Building Contract	means a major domestic building contract for the construction of some or all of the lots on the plan including the Property;
Building Works	means the works to be completed in accordance with the Architectural Plans for the construction of some or all of the lots on the Plan of Subdivision and detailed in the Building Contract;
Business Day	means a day on which banks are open for normal banking business in Melbourne, Victoria;
Certificate of Final Inspection	means a certificate issued by a registered building surveyor which certifies that the Lot has been completed in accordance with the Plans and Specifications;
Contaminant	means the presence: (a) in, on, or under the land of a substance at a concentration above the concentration at which the substance is normally or naturally present in, on, above or under (respectively) land in the same locality, being a presence that presents a risk of harm to human health or any other aspect of the Environment; or

- (b) of a substance which when present in, or under the property would entitle any Relevant Authority to issue, make or serve any notice or order under any Environmental Law which requires the Remediation of the Land;

whether or not it presents a risk or harm to human health or other aspects of the environment, and Contaminant, Contamination and Contaminated each have a corresponding meaning;

Contract	means this contract entered into between the parties;
Days	means a calendar day and not a business day, unless a day is otherwise specified as a business day;
Default Interest	means interest payable 4% above the rate provided for interest under General Condition 26;
Defects Rectification Period	means the period of twelve months after the issue of a Occupancy Permit;
Deposit Bond	means an irrevocable deposit bond from an issuer of deposit bonds approved by the Vendor at its absolute discretion;
Law	includes any requirement of any statute, rule, regulation, proclamation, order in council, ordinance or by-law whether commonwealth, state or local;
Lot	means a lot on the Plan of Subdivision;
NBN Co	means NBN Co Limited ABN 86 136 533 741;
Owners Corporation Rules	means the rules of the Owners Corporation which are or are contemplated to be adopted by the Owners Corporation from time to time, a copy of which are attached as Annexure 3;
Particulars of Sale	means the particulars of sale in this Contract;
Plans and Specifications	means the plans for the development and appearance of the Land, including but not limited to elevation drawings, Architectural Plans, the Plan of Subdivision and the Schedule of Finishes, Fixtures & Fittings;
Plan of Subdivision or Plan	means any plan or plan of subdivision of land of which the Land is a part, a copy of which is included in the Vendor's Statement;
Planning Permit Conditions	means the planning permit plan conditions issued by the Relevant Authority for the development of the Building Works, a copy of which is attached as Annexure 5 and which may be varied from time to time;
Rectification Works	means works undertaken by the Builder during the Defects Rectification Period to rectify defects identified by the Vendor in the Building Works;
Relevant Authority	means any public statutory authority, or responsible or referral authority having jurisdiction or control over or in respect of the Land;
Residential	Means all Lots on the Plan of Subdivision being Lots constructed for

Apartment	the purpose of domestic accommodation but does not include Lot G01 on the Plan of Subdivision which is constructed for commercial use.
Restrictions	means any restrictions, conditions and controls as to planning, environment, building control, use and development under any legislation or subordinate legislation and under any order, planning scheme, regulation, by-law or permit, approval, consent or sanction contained in or made or issued pursuant to that legislation or subordinate legislation;
Schedule of Finishes, Fixtures and Fittings	means the schedules set out in Annexure 2;
Section 173 Agreement	means any agreement made with the Relevant Authority pursuant to the provisions of Section 173 of the Planning and Environment Act 1987 which affects the Land;
Settlement	means the date which is the later of: <ul style="list-style-type: none"> (c) ten Days from the day on which the Vendor gives notice to the Purchaser that the Plan of Subdivision has been registered by the Registrar of Titles; and (d) ten Days from the day on which the Vendor notifies the Purchaser that an Occupancy Permit or Certificate of Final Inspection has issued for the Land;
Subdivision Works	means the works which are to be completed as a condition of the Planning Permit Conditions issued or to be issued in respect of the Plan of Subdivision;
Surface Works	means any works which are intended or do affect the natural surface level of the land included in the Plan of Subdivision, as detailed in plans contained in the Vendor's Statement;
Statement of Adjustments	means the statement provided by the Purchaser to the Vendor prior to Settlement setting out the adjustments between the parties in accordance with this Contract to be paid at Settlement and which may, at the absolute discretion of the Vendor, be instead provided by the Vendor to the Purchaser prior to Settlement;
Vendor's Statement	means the statement made by the Vendor under section 32 of the Act, a copy of which is attached;

2.2 Headings

Headings are inserted for convenience and do not affect the interpretation of this Contract.

2.3 References to Statutes

In this Contract 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.

2.4 Other References

In this Contract a reference to a thing (including, without limitation, 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.

2.5 Gender

Words used in this Contract indicating one gender include the other genders.

2.6 Persons

In this Contract, unless the contrary intention appears, the word person includes a firm, a body corporate, an unincorporated association or an authority.

2.7 Joint and Several Obligations

An agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally and an agreement, representation or warranty on the part of two or more persons binds them jointly and severally.

2.8 Reading Down

Any provision of this Contract, which is void, voidable, unenforceable or illegal, must be read down to the extent required to give the provision legal effect.

2.9 Governing Law

This Contract is governed by the laws of the State of Victoria and the parties submit irrevocably to the jurisdiction of the Courts of the State of Victoria.

3 General Provisions

3.1 Waiver and Variation

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.

3.2 Electronic Mail and Service of Notices

General Condition 17 is deleted and replaced with this Special Condition 3.2 as follows:

- (a) A demand, notice, document or other communication in connection with this Contract is taken to be received:
 - (i) if sent by post on the third or (if posted to or from a place outside Australia) the seventh day after posting; or
 - (ii) if delivered by hand, at the time of delivery; or
 - (iii) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the addressee's facsimile number.
- (b) Within ten days of the Day of Sale, the Purchaser shall provide the Vendor with an electronic mail address for service of documents by the Vendor on the Purchaser in accordance with Special Condition 3.2(c) below.

- (c) In addition to any other method of service provided by law or this Contract, any notices may be served by the Vendor on the Purchaser (or, where applicable, on the Purchaser's solicitor) by electronic mail to the Purchaser's (or its solicitor's) usual electronic mail address or as provided by the Purchaser to the Vendor in accordance with Special Condition 3.2(b) above.
- (d) If any notice is served in accordance with Special Condition 3.2(c) above, it shall be deemed to have been received by the Purchaser on that Business Day if sent by 5.00pm, and otherwise on the next Business Day.

3.3 No Merger

The provisions of this Contract capable of having effect after the Settlement Date do not merge on transfer of the Land and continue to have full effect.

3.4 Entire Agreement

The Purchaser acknowledges that:

- (a) no information, representation or warranty by the Vendor, the Vendor's Agent or the Vendor's Legal Practitioner was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser;
- (b) no information, representation or warranty has been relied upon; and
- (c) this Contract contains the entire agreement between the parties for the sale and purchase of the Property and supersedes all previous negotiations and agreements in relation to the transaction.

3.5 Acknowledgments

The Purchaser acknowledges that prior to signing this Contract, or any agreement or document in respect of the sale of the Property which is legally binding upon or intended to legally bind the Purchaser that:

- (a) it received a hard copy of this Contract;
- (b) it received a Vendor's Statement; and
- (c) neither the Vendor nor its Agent made any promise to the Purchaser or any other person with respect to the obtaining of a loan of money to defray some or all of the cost of the Price.

3.6 General Conditions

The General Conditions are varied as follows:

- (a) In General Condition 1.1(b) the words "exceptions and conditions" are inserted in after the word "reservations".
- (b) General Conditions 2.4(c), 5, 8, 11.1(a), 15.2(b), 17, 18, 20, 24.4, 24.5, 24.6 are deleted.
- (c) In General Condition 6 the last sentence "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." is deleted.
- (d) In General Condition 10.3, "4.00pm" is replaced with "3.00pm".
- (e) In General Condition 11.6, "three" is replaced with "six".

- (f) In General Condition 12.1(a)(ii) the words "80% of" are deleted.
- (g) In General Condition 14.1, the words "and all required details have been completed" are inserted after the words "loan being approved."
- (h) In General Condition 14.2(b), the words "and provides evidence satisfactory to the Vendor of those endeavours" are inserted after the word "loan".
- (i) In General Condition 24.3 the words "but may claim compensation from the vendor after settlement" are deleted.
- (j) In General Condition 28.4(c) the words "within one year of the contract ending" are deleted.

4 Identity and Condition of Property

4.1 Admissions & Acknowledgements

The Purchaser acknowledges that prior to signing this Contract, or any agreement or document in respect of the sale of the Property which is legally binding upon or intended to legally bind the Purchaser, that:

- (a) it received a copy of this Contract;
- (b) it received a statement in writing containing the particulars required by section 32(2) of the Act;
- (c) neither the Vendor nor the Vendor's agent made any promise to the Purchaser or any other person with respect to the obtaining of a loan of money to pay some or all of the cost of the Price of the Property; and
- (d) the Purchaser was provided with a reasonable and effective opportunity to negotiate the terms of this Contract.

4.2 Limitation of Purchaser's Rights

In addition to General Condition 3.2:

- (a) The Purchaser may not make any requisition or objection, claim compensation or refuse or delay payment of the Price for:
 - (i) any matters contained in Special Condition 4.1 above; or
 - (ii) any failure to comply with any Law applicable to the Land or a requirement of any Relevant Authority;
- (b) Until the Plan of Subdivision is registered, the Purchaser must not sell, transfer, assign, mortgage or otherwise encumber or deal with the Land or the Purchaser's rights or interests in or under this Contract of Sale without the prior written consent of the Vendor.

4.3 Restrictions

- (a) The Purchaser acknowledges that the Land is sold subject to:-
 - (i) all Restrictions; and
 - (ii) any existing easement and restrictive covenants and easements which may affect or impact upon the Property whether registered on Title or not.

- (b) No Restriction (nor any breach of, or non-compliance with it) constitutes a defect in the Vendor's title and the Purchaser may not make any requisition or objection or be entitled to any compensation from the Vendor in respect of it.
- (c) The Purchaser acknowledges and accepts that the Land is subject to:
 - (i) any existing easement and restrictive covenants and easements that may be required to be included on the Plan of Subdivision or the Land as a requirement of the Relevant Authority or the provisions of the Planning Permit Conditions or the requirements of NBN Co; and
 - (ii) any Section 173 Agreement or other agreement which may affect or impact upon the Land or the Plan of Subdivision.
- (d) Section 10(1) of the Act does not apply in respect of any easements shown on the relevant stage of the Plan of Subdivision.
- (e) The Purchaser shall not make any requisition, claims or demands with respect to any such easements, or any Section 173 Agreement or other agreements entered into with any Relevant Authority.

4.4 Assignment

- (a) The Vendor may assign, transfer or charge its interest in the Land to a third party at any time and without the consent of the Purchaser.
- (b) In the event the Vendor assigns or transfers the Land under Special Condition 4.4(a), the Vendor must deliver to the Purchaser:-
 - (i) notice that the Land has been sold and that the Vendor's rights and obligations under this Contract have been transferred to the third party; and
 - (ii) the third party's written agreement to be bound by the Contract.
- (c) Upon satisfaction of the obligations of the Vendor in Special Condition 4.4(b), the Vendor shall be released and forever discharged from any and all further obligation to the Purchaser under this Contract, and any and all duties owed by the Purchaser under the Contract will be owed to the third party as vendor.
- (d) If the Vendor assigns, sells, transfers or charges any or part of its interest in this Contract and the Purchaser has paid the Deposit by Bank Guarantee, the Vendor may at any time require the Purchaser to provide a replacement Bank Guarantee payable to such assignee or transferee or chargee in accordance with Special Condition 10.5.
- (e) If the Purchaser fails to provide a replacement Bank Guarantee acceptable to the absolute satisfaction of the Vendor, assignee, transferee or chargee within 14 days of being requested to do so under special condition 4.4(d), Logie-Smith Lanyon will continue to hold the existing Bank Guarantee in accordance with the terms of this Contract.
- (f) Unless and until the Purchaser provides a replacement Bank Guarantee, the Purchaser acknowledges and agrees that the Bank Guarantee which it has provided and made payable to the Vendor named in this Contract shall be held by Logie-Smith Lanyon for and on behalf of such assignee or transferee or chargee.
- (g) The Purchaser irrevocably appoints the Vendor or its legal practitioner, assignee, transferee or chargee as its attorney for the purposes of doing anything required pursuant to this Special Condition 4.4.

5 Plan of Subdivision

5.1 Sunset Date

- (a) This Contract is subject to and conditional upon registration of the Plan of Subdivision by the Registrar by the date which is 66 months from the Day of Sale (**Sunset Date**).
- (b) If the Plan of Subdivision is not registered by the Registrar of Titles by the Sunset Date, either the Vendor or the Purchaser may, by written notice to the other prior to the Plan of Subdivision being registered, rescind this Contract.

5.2 Vendor's right of rescission

If at any time prior to the date of registration of the Plan of Subdivision:

- (a) any requirement is imposed on the Vendor by the Registrar of Titles or any Relevant Authority which, in the opinion of the Vendor, is too onerous for the Vendor to perform;
- (b) if the Vendor has not entered into Contracts of Sale for at least half of the Lots on which full Deposits have been paid; or
- (c) if the Vendor is unable to procure adequate funding to continue the development of the Property on commercial terms satisfactory to the Vendor acting reasonably,

the Vendor may rescind this Contract by notice in writing to the Purchaser.

5.3 Money on rescission

- (a) If the Contract is rescinded pursuant to Special Conditions 5.1(b) or 5.2;
 - (i) the Deposit must be refunded immediately to the Purchaser together with Interest but less any bank fees or amounts owed by the Purchaser to the Vendor under any other arrangement, which may be set off; and
 - (ii) the Purchaser shall not be entitled to any refund or compensation from the Vendor in respect of any costs, fees or other expenses paid or incurred by the Purchaser in relation to or arising out of the Contract or its rescission.

5.4 Variations and Alterations to Plan

- (a) Subject to:
 - (i) the Vendor providing the notice required under section 9AC(1) of the Act; and
 - (ii) the Purchaser's right of rescission under section 9AC(2) of the Act,the Vendor may make any variation or alteration to the Plan of Subdivision, including the lot entitlement and lot liability as set out in the Owners Corporation Schedule in respect of the Plan of Subdivision.
- (b) The Purchaser acknowledges that a variation to the Plan may result in a change to the floor area of the Land. The Vendor and Purchaser agree that:
 - (i) a change to the floor area of the Land of less than 5% is not a material variation for the purposes of section 9AC(2) of the Act; and

- (ii) should there be a change to the floor area of the Land of more than 5%, then the Purchaser may not rescind the Contract, but instead the purchase Price for the Land will be adjusted as follows:

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

I

Where:

AP is the adjusted Price

A is the actual area of the Land

I is the proposed area of the Land as at the Day of Sale; and

P is the Price set out in this Contract

- (iii) for the purposes of this Special Condition, the floor area of the Land shall be determined by reference to Architectural Plans.
- (c) The Purchaser acknowledges that, prior to the registration of the Plan of Subdivision, the Vendor may subdivide or consolidate any and all of the lots on the Plan of Subdivision (other than the Land).
- (d) Section 10(1) of the Act does not apply to this Contract in respect of the final location of any easement shown on the Plan of Subdivision.
- (e) The Purchaser agrees to do all acts, matters and things and to execute all documents necessary to enable the Vendor to obtain registration of the Plan of Subdivision.
- (f) The Purchaser acknowledges that the position and allocated number of the car park being sold with this Contract may vary from that set out in the Particulars of Sale. The Purchaser agrees that, so long as the car park is approximately 50 metres from the position of the car park marked on the plan annexed to this Contract, the Purchaser shall not object to that variation to the Plan of Subdivision and this Contract, and the Purchaser agrees that this variation shall not be a material amendment to the Plan of Subdivision.

5.5 Land on the Plan

- (a) The Purchaser shall not be entitled to make any requisitions, objections or claims for damages or compensation or refuse or delay payment of the Price in respect of:
 - (i) any variation in the street address, measurements, legend, elevation, levels, heights, areas, bearings, boundaries or starting points on the Plan as compared to the Plan as registered;
 - (ii) any such variations between the Land as completed and inspected by the Purchaser and the Land as shown on the Plan as registered;
 - (iii) any variations between the Plan and the Plan as registered with respect to the number, size or location of lots or the common property as described in the Plan;
 - (iv) any variations between the Plan and the Plan as registered with respect to the lot entitlement and lot liability of any lots as described in the Plan;

- (v) any service wires, cables, conduits and pipe shafts which are installed by the Vendor under, over or within the Land, any of the lots on the Plan of Subdivision or the common property for the embedded network system;
 - (vi) any alleged misdescription of the Property sold; or
 - (vii) any failure to comply with a law applicable to the Land or a requirement of any Relevant Authority.
- (b) The Purchaser may not call upon the Vendor to amend title, rectify any failure to comply with a law applicable to land or a requirement of any Relevant Authority or to bear the cost of doing so.

5.6 Staging Acknowledgement

- (a) The Purchaser acknowledges and agrees that:
- (i) the Building Works may be undertaken in stages; and
 - (ii) the Vendor may develop further stages of the Plan of Subdivision for any purpose permitted by the Planning Permit Conditions obtained by the Vendor.
- (b) The Purchaser must not make any requisition or claim any compensation or purport to rescind this Contract or to avoid any of its obligations under this Contract as a result of the staging of the Building Works by the Vendor including but not limited to any noise, dust, dirt, debris, or inconvenience generated by such staging of the Building Works. In particular, the Vendor makes no warranty that any apartment building other than the building in which the Property is located will be built, and any variation to remove the other apartments and associated car parks shall not be a material variation for the purposes of section 9AC of the Act.
- (c) The Purchaser acknowledges that if the Vendor stages any of the Building Works the Vendor will be entitled to construct the Building Works in accordance with rule 12 of the Owner's Corporations Rules, which is incorporated into these Special Conditions.

6 The Vendor's Obligations

The Vendor must:

- (a) use the Vendor's reasonable endeavours to cause the Plan of Subdivision to be certified by the Relevant Authority as soon as is reasonably practicable;
- (b) after certification, apply to the Registrar of Titles for registration of the Plan of Subdivision as soon as is reasonably practicable;
- (c) with all reasonable diligence satisfy all requisitions made by the Registrar of Titles;
- (d) except for the purpose of altering or varying the Plan of Subdivision and having it re-certified by the Relevant Authority, not withdraw it from Land Victoria; and
- (e) do all other reasonable things within the Vendor's power to procure registration of the Plan of Subdivision as soon as reasonably practicable.

7 Caveats

- (a) Until the Plan has been registered by the Registrar of Titles, no Caveat may be lodged by the Purchaser in respect of the Purchaser's interest in the Land.

- (b) If, in breach of this Special Condition, the Purchaser lodges a Caveat, the Purchaser:
 - (i) irrevocably appoints the Vendor as the Purchaser's attorney to sign a withdrawal of any Caveat from Land Victoria; and
 - (ii) indemnifies and keeps indemnified the Vendor against any loss or damage, (whether direct or indirect), which the Vendor may incur or suffer as a consequence of any breach by the Purchaser of this Special Condition.
- (c) This Special Condition 7 is an essential term of this Contract and shall not be affected by the rescission of this Contract by either party. The rights conferred by this condition shall be in addition to any common law rights or other rights the Vendor may have.

8 Subdivision Works

8.1 Surface Works

- (a) The Vendor may at any time after the Day of Sale carry out Surface Works that are:
 - (i) required by a Relevant Authority;
 - (ii) required to complete the Building Works in accordance with the Plans and Specifications; or
 - (iii) desirable to enhance the appearance of the Land but which are generally in keeping with the Plans and Specifications.
- (b) The Purchaser specifically acknowledges and agrees that the Plans and Specifications for the development of the Land will result in a change to the natural surface level of the Land by the construction of a three level basement car park.
- (c) The Purchaser must not make any requisition, objection or claim or take any action against the Vendor as a result of any alteration or modification of the quality or condition of the Land as a result of Surface Works done in accordance with Special Condition 8.1(a) or 8.1(b).

8.2 Subdivision Works

- (a) The Vendor must complete all the Subdivision Works.
- (b) If the Subdivision Works are not completed before Settlement, the Vendor its servants or agents and/or the Relevant Authorities may, for the purposes of carrying out the Subdivision Works enter at all reasonable times upon the Land and do all things (including the installation of water drainage and gas pipes and electrical cables pillars and pits and the excavation and depositing of soil clay stone or other material, the erection of batters and the removal of obstructions including trees and branches if applicable) that are:
 - (i) in the opinion of the Vendor's surveyors and engineers; or
 - (ii) in the opinion of any Relevant Authority,necessary or desirable to complete the Subdivision Works.
- (c) The Purchaser may not delay payment of the Balance of Price because of the non-completion of the Subdivision Works.

8.3 Vendor's Bond

- (a) If a Bond is provided by the Vendor to a Relevant Authority in respect of any works:
 - (i) the Vendor is solely entitled to any amount reimbursed by the Relevant Authority;
 - (ii) if the Relevant Authority pays any money to the Purchaser in respect of a Bond, the Purchaser must pay that money to the Vendor immediately; and
 - (iii) the Purchaser may not make any requisition, objection, demand or claim against the Vendor in respect of the Bond.
- (b) This Special Condition 8 is and remains for the benefit of the Vendor and does not merge on Settlement.

9 Domestic Building Contracts Act 1995

- (a) The Vendor intends to enter into the Building Contract which is a Major Domestic Building Contract with a builder for the Building Works.
- (b) The Purchaser admits that this Contract is not a Major Domestic Building Contract within the meaning of the *Domestic Building Contracts Act 1995*.
- (c) Notwithstanding Special Condition 9(b), if this Contract is found by a tribunal or court of competent jurisdiction to be a Major Domestic Building Contract:
 - (i) the parties agree to vary the terms of this Contract so that it complies with the *Domestic Building Contracts Act 1995*;
 - (ii) the Purchaser shall not be entitled to claim for any compensation for any failure to comply with the *Domestic Building Contracts Act 1995*; and
 - (iii) any such variation shall not be a defect in the title of the Vendor, and the Purchaser shall not be entitled to rescind this Contract or delay settlement as a result of any such variations.
- (d) In satisfying Special Condition 9(c) the Vendor shall not be required to vary the terms and conditions of the Major Domestic Building Contract in Special Condition 9(a).

10 Deposit

10.1 Payment

In addition to General Condition 11.2 the Purchaser must, on the due date for payment, pay the Deposit in full by way of bank cheque.

10.2 Deposit to be Invested

- (a) The Purchaser authorises the Vendor's Legal Practitioner to invest the Deposit on trust for the Purchaser in a separate interest bearing trust account at a bank (as defined in the *Banking Act 1995* (Cth)) until the registration of the Plan of Subdivision.
- (b) When the Plan of Subdivision is registered, the Deposit must be held by the Vendor's Legal Practitioner as stakeholder in accordance with Section 24 of the Act.

10.3 Interest on Deposit

- (a) The Purchaser shall not be entitled to any compensation for loss of interest, costs, fees or other expenses arising out of the investment of the Deposit and the Purchaser forever releases the Vendor's Legal Practitioner from all claims in that regard.
- (b) The Vendor must cause its Legal Practitioner to pay the interest earned on the Deposit to the Vendor unless the Vendor wrongfully repudiates this Contract or the Purchaser lawfully avoids this Contract, in which case the Vendor must cause its Legal Practitioner to pay all interest to the Purchaser.
- (c) The Purchaser must provide the Vendor's Legal Practitioner with its Tax File Number, which must be provided at the time the Deposit is due to be paid under this Contract.
- (d) The Purchaser acknowledges that if it fails to notify the Vendor's Legal Practitioner of its Tax File Number, withholding tax may be deducted from the interest earned on the invested Deposit at the top marginal rate.

10.4 GST payable on Deposit

If this Contract is rescinded by the Vendor due to default by the Purchaser, the Purchaser shall immediately be obliged to pay to the Vendor:-

- (a) any part of the Deposit which remains unpaid;
- (b) the difference (if any) between the Deposit and the amount which is 10% of the Price; and
- (c) an amount equal to the GST payable by the Vendor upon 10% of the Price.

10.5 Bank Guarantee in lieu of Deposit

- (a) The Vendor may, but is not obliged to, accept a Bank Guarantee from the Purchaser in lieu of payment of the Deposit under Special Condition 10.1.
- (b) Any Bank Guarantee paid by the Purchaser must:-
 - (i) be held by the Vendor's Legal Practitioner in accordance with the Act; and
 - (ii) name the favouree as "Logie-Smith Lanyon"; and
 - (iii) contain an expiry date which is not less than 66 months from the Day of Sale.
- (c) If the Deposit is paid partly in cash and partly by Bank Guarantee, that part of the payment which exceeds the Deposit is the property of and repayable to the Purchaser as soon as reasonably possible.
- (d) The Purchaser must pay an amount equal to the face value of the Bank Guarantee to the Vendor by unendorsed bank cheque at Settlement or such other time as the Vendor is entitled to the release of the Deposit in accordance with the Act and, upon receipt of payment under this Special Condition 10.5(d), the Purchaser's Bank Guarantee will be returned to it.
- (e) If the Vendor agrees to the Purchaser securing the Deposit amount with a Bank Guarantee, the Purchaser must deliver the Bank Guarantee to the Vendor's Legal Practitioner within 7 Business Days of the Day of Sale.

- (f) If the Bank Guarantee is not received by the Vendor's Legal Practitioner within 7 Business Days of the Day of Sale, the Purchaser will be in default of the Contract and Default Interest will be charged until the Bank Guarantee is received.
- (g) Without limiting the right of the Vendor, the Vendor may, after the registration of the Plan of Subdivision, direct the Vendor's Legal Practitioner to call upon and convert to cash any Bank Guarantee delivered under this Contract to be held by the Vendor's Legal Practitioner as the Deposit in accordance with the Act. If the Vendor is not then entitled to appropriate the Deposit in accordance with the Act, the Deposit must be held by the Vendor's Legal Practitioner in accordance with the Act and these Special Conditions.
- (h) If the Vendor rescinds or otherwise lawfully terminates this Contract, to the extent that the amount has not already been paid to the Vendor by the Bank under the Bank Guarantee, the Purchaser must immediately pay:-
 - (i) any part of the Deposit which remains unpaid;
 - (ii) the difference (if any) between the Deposit and the amount which is 10% of the Price; and
 - (iii) an amount equal to the GST payable by the Vendor upon 10% of the Price.
- (i) If the Purchaser at any time and for any reason requests or directs the Vendor or the Vendor's Legal Practitioner to draw down on the Bank Guarantee, the Vendor and the Vendor's Legal Practitioner may in their absolute discretion (without being obliged to do so) agree to perform such action on the condition that a fee capped at \$550.00 be charged to the Purchaser.

10.6 Deposit Bond

- (a) The Vendor may, but is not obliged to, accept a Deposit Bond from the Purchaser in lieu of payment of the Deposit under Special Condition 10.1.
- (b) If the Vendor accepts a Deposit Bond pursuant to Special Condition 10.6(a), the provisions of Special Condition 10.5 apply to the Deposit Bond as if the words "Bank Guarantee" wherever they occur are replaced with the words "Deposit Bond".

11 Pre-Settlement Inspection

- (a) The Purchaser acknowledges that some or all of the Lots contained in the Plan of Subdivision may be settled at or about the same time as settlement of this Contract.
- (b) The Purchaser may inspect the condition of the Property once before Settlement by making an appointment with the Vendor or the Vendor's agent in accordance with this clause.
- (c) To ensure that inspection appointments by all purchasers of lots in the Plan of Subdivision will be carried out in a safe and orderly manner, the Vendor retains the right:
 - (i) to set the time and date of the Purchaser's inspection of the Property;
 - (ii) to limit the time spent by a Purchaser inspecting the Property; and
 - (iii) to limit the number of persons attending an inspection appointment.

12 Finishes, Fixtures and Fittings

12.1 Marketing Drawings

- (a) The Purchaser acknowledges that:-
 - (i) any plans, drawing and marketing material provided to the Purchaser during the marketing of the Property are indicative only and cannot be relied upon; and
 - (ii) the Purchaser has read the Plan of Subdivision, Architectural Plans and Schedule of Finishes, Fixtures and Fittings, and the Planning Permit Conditions and agrees that this Contract contains all matters on which the Purchaser has relied in entering into this Contract.

12.2 Schedule of Finishes, Fixtures and Fittings

- (a) The Purchaser acknowledges that any marketing, plans or drawings that have been provided are indicative only, and all plans and drawings upon which this Contract is based are attached to this Contract.
- (b) Subject to Special Condition 12.2(c), the Vendor shall cause the Land to be finished in accordance with the Schedule of Finishes, Fixtures and Fittings and the Architectural Plans.
- (c) The Purchaser acknowledges that the Architectural Plans and the Schedule of Finishes, Fixtures and Fittings may be varied or altered by the Vendor or its builder from time to time, if the Vendor or the builder deem it necessary or desirable, without reference to the Purchaser. Such variations and alterations may include:
 - (i) substitution of any one of the items referred to in the Schedule of Finishes, Fixtures and Fittings with items of similar or superior quality; or
 - (ii) the omission or removal of any one of the items from the Schedule of Finishes, Fixtures and Fittings where the use or installation of any one of them is deemed by the Vendor in its absolute discretion as uneconomical, impractical or impossible. In the event of the exercise by the Vendor of its rights under this sub-clause, the Purchaser acknowledges and agrees that any loss suffered by the Purchaser is limited to the value of the item at the date of this Agreement.
- (d) The Purchaser shall not make any requisition or objection, or claim any compensation, rescind or delay settlement of this Contract as a result of any variation or alteration referred to in this Special Condition 12.

12.3 Finishes

- (a) The Purchaser acknowledges that the Schedule of Finishes, Fixtures and Fittings may include items which are natural, porous, or otherwise likely to mark, change colour or alter in appearance, and may do so in ordinary use after installation.
- (b) The Purchaser shall not make any requisition or objection, or claim any compensation, rescind or delay settlement of this Contract as a result of any variation or alteration referred to in Special Conditions 12.1 or 12.2, or to any change in the appearance of an item referred to in Special Condition 12.3(a).

13 Rectification of defects

- (a) In the event the Purchaser believes any defects caused by faulty materials or workmanship exist in relation to the improvements on the Land, the Purchaser

agrees it shall, within three months of the Date of Settlement, provide the Vendor with a comprehensive and detailed list of all defects claimed.

- (b) The Purchaser agrees:
 - (i) to act in good faith and reasonably in exercising its rights to seek rectification of any defects by the Vendor;
 - (ii) to minimise the number of lists of defects it provides to the Vendor; and
 - (iii) not to rectify any defect itself, and in doing so materially and irreparably prejudice the Vendor's ability to inspect, identify and rectify the defect.
- (c) The Vendor agrees that, if a defect is notified in accordance with Special Condition 13(a) and accepted by the Vendor as a defect, the Vendor will ensure that:
 - (i) the defect is rectified by the Builder in a proper and workmanlike manner, and
 - (ii) the defect is rectified within a reasonable time having regard to the nature and extent of the defect, and the availability of materials and labour, but in any event by the date which is 12 months from the date of notification of the defect.
- (d) The Vendor will ensure that the building contract with the Builder requires the Builder to repair and make good any defects in the improvements on the Land or the Common Property which are caused by faulty materials or workmanship in a proper and workmanlike manner and within a reasonable period of time depending on the nature and extent of the defect and the availability of materials and labour.
- (e) The Purchaser agrees to, and undertakes to, facilitate any repairs accepted by the Vendor, and provide unfettered access to the Land on reasonable notice being provided by the Vendor. For the purpose of this clause, reasonable notice shall be 48 hours written notice.
- (f) Notwithstanding any other special condition, the Purchaser may not before Settlement require the Vendor to repair any defects or fault in the Property, and may not at any time require the Vendor to repair any electrical or gas fittings installed in the Property except in accordance with the terms of the manufacturer's warranties relating to those electrical or gas fittings.
- (g) The Purchaser acknowledges that in the event that the Purchaser performs any modifications, rectification, or repair works on the Land:
 - (i) in relation to an item identified by the Purchaser as a defect in accordance with this clause; or
 - (ii) in any other case, which limits, alters or affects the ability of the Vendor, or prevents the Vendor from inspecting, identifying, or rectifying any item identified by the Purchaser as a defect,

such conduct is deemed to amount to a waiver by the Purchaser of any rights the Purchaser has or may have had pursuant to this Special Condition 13 in relation to rectification of the defect affected, and the Vendor is not obliged to rectify the defect claimed.

- (h) If a defect is accepted and made good to the Vendor's architect's satisfaction the Vendor's obligations under this special condition 13 are discharged.

- (i) In the event of a breach by the Purchaser of its obligations pursuant to this Special Condition 13 the Purchaser acknowledges and agrees
 - (i) the Vendor's ability to inspect, identify and rectify any notified defects will be materially and irreparably prejudiced; and
 - (ii) the Purchaser indemnifies and keeps indemnified the Vendor for any additional costs and expenses (whether directly, indirectly, or consequentially in relation to any third party) incurred by it arising out of the Purchaser's breach of this Special Condition 13.
- (j) For the purpose of this Special Condition 13, a defect is a fault in construction caused by faulty workmanship or materials, but shall not include (among other things) minor shrinkages or minor settlement cracks.

14 Settlement

14.1 Balance of Price

- (a) The Purchaser shall pay the Balance of the Price on Settlement.
- (b) Notwithstanding General Condition 10.3, if the Balance of the Price is paid to the Vendor or at the Vendor's direction at a time later than 3.00pm on the date settlement is effected then:-
 - (i) Settlement will be deemed to have taken place on the following day; and
 - (ii) the Vendor will be entitled without demand to claim Default Interest.

14.2 Re-Scheduling Settlement

If the Purchaser fails and/or neglects to settle at the time and place scheduled for settlement and settlement is rescheduled, the Purchaser will be in default of this Contract and shall pay the Vendor's Legal Practitioner an amount of \$200.00 plus GST for each and every rescheduled settlement, such additional amount or amounts to be paid at Settlement.

15 Releases of Security Interests

- (a) This Special Condition applies if any security interest under the *Personal Property Securities Act 2009 (Cth)* applies to the Land or the goods.
- (b) Notwithstanding General Condition 7, a release, a statement in writing or written approval or correction setting out that the amount or obligation which is secured will not be provided at Settlement in respect of any security interests which do not affect the Property, or where a mortgagee holds a security interest in addition to its mortgage. A statement from the Vendor's Legal Practitioner that a security interest does not affect the Property shall be prima facie evidence of that fact.
- (c) The Vendor shall not be required to give an amendment demand in relation to a security interest in the Land or the goods.
- (d) Words and phrases used in this Special Condition which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in this Special Condition.

16 Delivery of Transfer

16.1 Time for delivery

The Purchaser must deliver the Transfer of Land to the Vendor's Legal Practitioner at least ten Business Days prior to the due date for Settlement.

16.2 Completion of Transfer

The Purchaser must prepare the Transfer of Land and include the following sealing clause for the Vendor:

EXECUTED by **NEST MELBOURNE PTY LTD (ACN 161 213 252)** by being signed by those persons authorised to sign in accordance with section 127(1) of the Corporations Act 2001:)
)
)
)
)

Sole Director & Sole Company Secretary
Omran Dib
Unit 46, Level 1, 255 Drummond Street, Carlton 3053

17 Statement of Adjustments –

17.1 Time for delivery

The Vendor's Legal Practitioner will prepare the Statement of Adjustments and provide them to the Purchaser's Legal Practitioner.

17.2 Land Tax For Adjustment Purposes

In the case of land tax, any such apportionment shall be computed on the basis that:-

- (a) if the Land is not the only land of which the Vendor is the owner, on a single holding basis; and
- (b) if the Vendor owns the land as Trustee of a trust within the meaning of the *Land Tax Act 2005*, on the basis that any applicable surcharge is included.

17.3 Properties not rated separately

If, on the day of Settlement, the Land is not rated separately from the other lots on the Plan of Subdivision, the Purchaser shall be liable for the rates and/or land tax to be calculated on:

- (a) a pro-rata basis having regard to the schedule of unit liability of the Plan of Subdivision if the area of land referred to in the relevant rate notice is greater than the area in the Plan of Subdivision; and
- (b) if the area of land referred to in the relevant rate notice is different to the area in the lot on the Plan of Subdivision, on a pro rata basis calculated on area, being the proportion the area of the Property bears to the area of land referred to in the relevant rate notice.

17.4 Electricity and Water Connection

- (a) Prior to Settlement, the Vendor may at its absolute discretion have electricity and/or water connected to the Land.
- (b) At Settlement and in addition to the Balance of the Price, the Purchaser shall reimburse the Vendor the electricity connection and water connection and other fees paid by the Vendor in respect of the Land.

17.5 National Broadband

- (a) Prior to Settlement, the Vendor may at its absolute discretion arrange for the physical infrastructure of the national broadband network being the high speed broadband fibre optic network to be installed on the Land, including all conduits, pathways, fibre, cables, electronic devices and equipment, ducts, cabinets, housing and any other active and passive equipment and distribution (**Network Infrastructure**) for coverage by the NBN Co.
- (b) As between the Vendor and Purchaser, the Vendor shall be responsible for all costs associated with the installation of the Network Infrastructure, and the Purchaser will be responsible for all costs for securing an account with, and the active use of, the Network Infrastructure.
- (c) The Purchaser will not make any requisition or objection, or claim any compensation, rescind or delay settlement of this Contract if as a result of the installation of the Network Infrastructure, there is any exclusivity to the National Broadband Network in relation to the supply of internet or telecommunications services to the Property, or if the Vendor elects not to proceed with the installation of the Network Infrastructure.
- (d) If required by the Vendor, the Purchaser will take all steps, do all things, including providing any consent, sign all documents, and if required grant an easement or licence with regarding to the Land in favour of NBN Co or any other company nominated by the Vendor, as reasonably required by NBN Co and on terms satisfactory to NBN Co.

18 Notice of Default

If the Vendor gives to the Purchaser a default notice under General Condition 27 of this Contract, the default is not remedied until:

- (a) remedy by the Purchaser of the relevant default or, if the default is incapable of remedy, compensation is paid to the Vendor's satisfaction; and
- (b) payment by the Purchaser of all expenses incurred by the Vendor as a result of the default including, without limitation:
 - (i) legal costs on a solicitor and own client indemnity basis and disbursements incurred in drawing and giving the notice and any advice;
 - (ii) all additional costs incurred by the Vendor including, without limitation, interest, discount on bills and borrowing expenses; and
 - (iii) payment by the Purchaser of Default Interest.

19 Substitution

- (a) If the Purchaser is not in default under this Contract, then it may nominate a substitute or additional Purchaser(s) to assume its obligations under the Contract, provided such nomination is made at least 21 days prior to Settlement.
- (b) Notwithstanding any nomination or substitution, the Purchaser shall remain personally liable for the due performance of all the Purchaser's obligations under this Contract until the Balance of Price is paid in full.
- (c) If the Purchaser nominates or substitutes an additional Purchaser in accordance with Special Condition 19(a), the nominated or substituted Purchaser must provide to the Vendor's Legal Practitioner:

- (i) An executed copy of any Statutory Declaration or other documents required by the Victorian State Revenue Office in relation to the nomination or substitution;
 - (ii) Where applicable, the Guarantee and Indemnity executed in accordance with Special Condition 20; and
 - (iii) Where applicable, the certified company search in accordance with Special Condition 20.
- (d) If this Contract is conditional upon anything being done by the Purchaser, then the Purchaser shall not be entitled to nominate or substitute an additional purchaser unless the Purchaser can prove to the Vendor's satisfaction that the additional purchaser is as capable of fulfilling the condition as the Purchaser.
- (e) The Purchaser acknowledges it shall be liable for any additional stamp duty which may be incurred as a result of any substitution or nomination.
- (f) If the Purchaser nominates a substitute Purchaser, the Purchaser must procure the substitute Purchaser to provide a Bank Guarantee or Deposit Bond in the same amount and form as the original Bank Guarantee or Deposit Bond and always complying with this Contract. The Bank Guarantee or Deposit Bond remains in effect unless and until the substitute Purchaser provides a replacement Bank Guarantee or Deposit Bond whereupon the original Bank Guarantee or Deposit Bond provided by the initial Purchaser shall be returned.

20 Guarantee and Indemnity

20.1 Entitlement to Guarantee

If the Purchaser, or a nominated or substituted Purchaser, is or includes a company which is not listed on the Australian Stock Exchange, the Purchaser or that nominated or substituted Purchaser must deliver to the Vendor, without a demand to do so and together with this Contract:-

- (a) a Guarantee completed in full and executed by all directors of the Purchaser in the form of the Guarantee and Indemnity attached as Annexure 1 and to the satisfaction of the Vendor's Legal Practitioner; and
- (b) a certified company search of the Purchaser company or the nominated or substituted Purchaser company not more than 14 days old.

20.2 Indemnity

The Purchaser indemnifies the Vendor for all cost, liability, loss or damage incurred or suffered by the Vendor directly or indirectly caused or contributed to by the Purchaser's failure to comply with Special Condition 20.1, including but not limited to the costs and disbursements incurred by the Vendor in securing the Purchaser's compliance with Special Condition 14.1(a).

20.3 FIRB Approval

The Purchaser warrants to the Vendor that either:

- (a) the Purchaser is an Australian resident; or
- (b) the Purchaser has approval from the Treasurer of the Commonwealth of Australia to purchase the Property.

If the Purchaser is not an Australian resident the Purchaser will provide the Vendor with written evidence of the approval from Foreign Investment Review Board being approval from the Treasurer of the Commonwealth of Australia to purchase the Property within 30 days of the Day of Sale.

21 Fractional Interests

- (a) If there is more than one Purchaser, it is the Purchaser's responsibility to ensure the Contract correctly records at the Day of Sale the proportions in which the Purchasers are buying the property ("**Proportions**").
- (b) If the Proportions recorded in the Transfer differ from those recorded in the Contract, it is the Purchaser's responsibility to pay any additional stamp duty which may be assessed as a result of the variation.
- (c) The Purchaser fully indemnifies and keeps indemnified the Vendor, the Vendor's Agent and the Vendor's Legal Practitioner against any claims or demands which may be made against any or all of them in relation to additional duty payable as a result of the proportions in the transfer differing from those in the Contract, or costs incurred by the Vendor in complying at its discretion with any requests made by the Purchaser for declarations or further information.
- (d) This Special Condition will not merge on completion.

22 Stamp Duty

- (a) The Vendor and the Purchaser acknowledge and agree that, for the purpose of Section 21 of the *Duties Act 2000*:
 - (i) the Land is part of a high rise class of building;
 - (ii) the Vendor intends to adopt the whole project approach and the fixed percentage method in its disclosure to the State Revenue Office of any duty concession which may be due to the Purchaser; and
 - (iii) the deemed building works component of the price is 75%; and
 - (iv) the Vendor will provide to the Purchaser an Off the Plan Sales Statutory Declaration (Form 4A) prepared on this basis at Settlement.
- (b) The Purchaser will be liable to pay all stamp duty assessed on the transfer of land and will not make any claims, objections or requisitions nor rescind or terminate the Contract on the basis of the information contained in the Form 4A provided by the Vendor under Special Condition 22(a).
- (c) The Purchaser further acknowledges and agrees that neither the Vendor nor anyone on its behalf shall be deemed to have made any warranty to the Purchaser as to the stamp duty payable by the Purchaser in connection with the sale and transfer of the Property and that the Purchaser has made its own enquiries and investigations in that regard and has relied and relies on the results thereof and on its own judgement.
- (d) The Purchaser further acknowledges and understands that the Purchaser will be liable to pay all stamp duty assessed on the transfer of land and will not make any claims, objections or requisitions nor rescind or terminate the Contract if due to a change to legislation, the rulings or guidelines issued by the State Revenue Office, or for any other reason whatsoever the stamp duty assessed on the transfer of land differs from the amount estimated by the Purchaser to be payable on the transfer of land as at the Day of Sale.

23 Post Settlement Matters

23.1 Access

- (a) The Purchaser acknowledges that the Vendor may continue to require access to the common areas and lots on the Plan of Subdivision after the Day of Sale to carry out Building Works or Rectification Works.
- (b) The Purchaser will not, and will use its best endeavours to procure that the Owners Corporation does not, make any requisition or objection or claim any compensation or rescind, terminate or delay completion of the Contract or bring any injunctive proceedings against the Vendor or any other person as a consequence of any nuisance, noise, dust and other discomfort that may result from:
 - (i) any continuing Building Works or Rectification Works being carried out from time to time in or about the common areas or the lots in the Plans of Subdivision after the Day of Sale and/or Settlement; or
 - (ii) marketing of unsold lots in the Plan of Subdivision involving, amongst other things, the placement and maintenance upon common areas (but excluding the Property) sale signs, insignia or other fixtures and fittings for marketing purposes after Settlement which the Vendor in its absolute discretion thinks fit.

23.2 Depreciation Schedule

- (a) Within 180 days following Settlement, the Vendor shall provide to the Purchaser:-
 - (i) depreciation information in respect of the Schedule of Finishes, Fixtures and Fittings; and
 - (ii) any other information relevant to assist the Purchaser to claim allowances under the *Income Tax Assessment Act 1997*.
- (b) This Special Condition shall not merge upon Settlement.

24 Owners Corporation Rules

- (a) Prior to Settlement, the Vendor intends to cause the Owners Corporation to pass a special resolution to adopt the Owners Corporation Rules and to register them with the Registrar of Titles.
- (b) Having regard to the interests of the Owners Corporation, the Vendor may amend the Owners Corporation Rules as the Vendor considers either necessary or desirable at any time prior to their adoption. The Purchaser may not make any objection, requisition or claim, delay completion of or rescind or terminate this Contract because of any such amendment.
- (c) While the Vendor remains the owner of one or more lots on the Plan of Subdivision, the Purchaser will not exercise any of its rights or powers as a member of an Owners Corporation in such a way as would:
 - (i) hinder the completion of the Building Works or Surface Works referred to in Special Condition 8, or the marketing activities of the Vendor in connection with the sale of other lots;
 - (ii) be contrary to the directions of the Vendor given to the Purchaser from time to time; or

- (iii) delay or hinder the adoption of the Owners Corporation Rules pursuant to Special Condition 24(a), or the passing of any special resolution or execution of any agreement pursuant to Special Condition 24(d).
- (d) The Vendor may cause the Owners Corporation to pass a resolution or special resolution to enter into short term or long term agreements with any person or entity, including agreements with related parties of the Vendor, for the provision and supply of any utility or service to the building or members of the Owners Corporation (including without limitation, anything considered by the Vendor to be necessary or desirable to give effect to the Owners Corporation Rules or for the maintenance, management and operation of the building in which the Land is located), provided that any such short term or long term agreements are entered into on commercial terms.
- (e) The Vendor may cause the Owners Corporation to execute all documents that the Vendor considers either necessary or desirable to give effect to any such resolution. The Purchaser may not make any objection, requisition or claim, delay completion of or rescind or terminate this Contract because of any such resolution or agreement.

25 Privacy and Confidentiality

25.1 Privacy

- (a) The Purchaser agrees that the Vendor may use personal information provided by the Purchaser for the purpose of keeping the Purchaser updated during construction, for improving and marketing the Vendor's products and services and for obtaining finance
- (b) While the Vendor's policy is to comply fully with principles for the fair handling of personal information set out in the *Privacy Act 1988*, the Vendor may disclose the Purchaser's personal information to consultants, related companies, contractors, financiers, credit providers, insurers, marketing agents, sales agents or government bodies when required.
- (c) The Purchaser's failure to provide accurate and current personal information may mean the Vendor cannot proceed with this Contract of Sale.
- (d) For the purpose of this Special Condition 25.1, personal information includes but is not limited to the Purchaser's address, telephone numbers, email addresses, dates of birth and financial information.

25.2 Confidentiality

The terms of this Contract and all documents, correspondence, accounts, records, designs, drawings, plans, secrets, results of due diligence investigations and all communication relating to this transaction (**Information**) acquired by the Purchaser will be treated as confidential by the Purchaser. Information will not be divulged or released by the Purchaser in whole or in part without the prior written consent of the Vendor (which consent shall not be unreasonably withheld) except:

- (a) to the extent necessary to comply with its reporting obligations and other statutory and government obligations;
- (b) to the extent necessary to ensure the sufficient operation of this Contract;
- (c) to the extent required to be disclosed by law;
- (d) to the extent such information is or becomes in the public domain;

- (e) to the extent required to secure any borrowings or other funding facilities for the purchase of the Land;
- (f) to the extent required to conduct the due diligence investigations or to obtain the advice of an accountant or legal advisor in relation to the Purchase; or
- (g) to the extent necessary to comply with the requirement of any Court processes.

26 Restriction on Re-Sale

The Purchaser must not sell, transfer, assign, mortgage or otherwise encumber or in any other way whatsoever deal with its interest in the Land, the Property or any of the Purchaser's rights or interest in, to or under this Contract until after the Settlement Date without the Vendor's prior written consent which may be refused or given on conditions including the requirement that the Purchaser and the transferee, assignee, mortgagee or other relevant beneficiary enter into a deed with the Vendor conferring on the Vendor like rights as set out in this Special Condition.

27 Supply of Hot Water and Electricity

- (a) The Owners Corporation may enter into an agreement with third parties to sell hot water to the apartments within the development and to supply electricity within embedded electricity networks. The Vendor advises that:-
 - (i) hot water may be separately metered to the Property and may be invoiced by a third party; and
 - (ii) electricity may be distributed and on-sold to the Owners Corporation and/or lot owners by a third party.
- (b) The Purchaser must not make any claim, enquiry, requisition or demand in respect of any of the matters set out in Special Condition 27(a) and the Purchaser shall not be entitled to delay settlement or rescind this Contract as a result of the Owners Corporation:-
 - (i) entering into or failing to enter into a hot water agreement, or hot water being separately metered, or not; or
 - (ii) entering into an agreement with a third party to supply electricity, or not.

28 Finance

- 28.1 Further to general condition 14, the parties agree that if the Purchaser fails to make immediate application in accordance with the Loan details in the Particulars of Sale or fails to provide information requested by a potential lender within sufficient time to enable that potential lender to make a decision by the Approval date as specified in the Particulars of Sale, then the Purchaser shall be deemed to have obtained loan approval and this Contract shall be deemed to be unconditional in respect of finance.
- 28.2 If the Purchaser attempts to end this Contract on the basis that it is unable to obtain loan approval by the Approval Date, or has been declined loan approval, the Purchaser must provide written proof to the Vendor's satisfaction from the potential lender refusing loan approval to the Purchaser and verifying that the Purchaser has applied for finance in accordance with general condition 14 and the Particulars of Sale, failing which the Purchaser shall be deemed to have obtained loan approval and this Contract shall be deemed to be unconditional in respect of finance.

Sale of Real Estate Nomination Form

Relating to a Contract between:-

VENDOR: **NEST MELBOURNE PTY LTD (ACN 161 213 252)**

PURCHASER:

PROPERTY: The land together with any improvements known as
Lot89-103 Street South Melbourne

NOMINEE:

As the property is expressed as sold to the Purchaser(s) "and/or Nominee"(or words of like effect) then pursuant to the conditions of the Contract the Purchaser(s) nominate(s) the Nominee as substitute Purchaser(s) to take a transfer or conveyance in lieu of the Purchaser(s).

The Purchaser(s) and the Nominee acknowledge that they are jointly and severally liable for the due performance of the obligations of the Purchaser(s) under the Contract and payment of any expenses resulting from this nomination (including any Stamp Duty).

Dated the _____ day of _____ 2014

Signature of the Purchaser(s)
(or Directors)

Signature of the Nominee (or
Director)

Annexure 1 – Guarantee and Indemnity

The party to this Guarantee named and described in the Schedule (the **Guarantor**) **IN CONSIDERATION** of the Vendor (**Vendor**) named and described in the annexed Contract of Sale (the **Contract**) entering into the Contract with the Purchaser (**Purchaser**) named and described in the Contract **HEREBY AGREES** to guarantee and indemnify the Vendor as follows:-

1. The Guarantor shall pay to the Vendor on demand by the Vendor all monies payable pursuant to the Contract which are not paid by the Purchaser within 14 days of the date for each payment required by the Contract whether demand has been made by the Vendor on the Purchaser or not.
2. If the Purchaser refuses or fails to comply with any of the Purchaser's obligations and liabilities under the Contract within 14 days of the due date for performance of such obligations and liabilities the Guarantor shall on demand by the Vendor perform such obligations and liabilities whether or not a demand has been made by the Vendor or the Purchaser for performance of such obligations and liabilities.
3. The Vendor may without affecting this Guarantee grant time or other indulgence or compound or compromise with or release the Purchaser or any person or corporation whatsoever (including any person or corporation liable jointly with the Guarantor or severally in respect of any other guarantee or security) or release, part with, abandon, vary, relinquish or renew in whole or part any security document of title asset or right held by the Vendor.
4. All money received by the Vendor from or on account of the Purchaser including any dividends upon the liquidation or bankruptcy of the Purchaser or from any other person or corporation or from the realisation or enforcement of any security capable of being applied by the Vendor in reduction of the indebtedness of the Purchaser will be regarded for all purposes as payment in gross without any right on the part of the Guarantor to stand in place of the Vendor or claim the benefit of any money so received until the Guarantor has paid the total indebtedness of the Purchaser and so that in the event of the liquidation or bankruptcy of the Guarantor the Vendor shall be entitled to prove for the total indebtedness of the Purchaser.
5. In the event of the liquidation or bankruptcy of the Purchaser the Guarantor authorises the Vendor to prove for all moneys which the Guarantor has paid under this Guarantee and to retain and to carry to a suspense account and appropriate at the discretion of the Vendor any dividends received until the indebtedness of the

Purchaser to the Vendor has been paid in full. The Guarantor waives in favour of the Vendor all rights against the Vendor and the Purchaser and any other person or corporation estates and assets so far as necessary to give effect to anything contained in this Guarantee.

6. The remedies of the Vendor against the Guarantor will not be affected by reason of any security held or taken by the Vendor in relation to the indebtedness of the Purchaser being void defective or informal.
7. The Guarantor will indemnify the Vendor against any loss which the Vendor may suffer by reason of the Purchaser having exceeded his powers or being incompetent to enter into the Contract and against any loss which the Vendor may suffer by reason of the Purchaser going into liquidation or becoming bankrupt.
8. If any payment made by the Purchaser to the Vendor in reduction of the amount owing under the Contract is subsequent avoided by virtue of any statutory provision the liability of the Guarantor to the Vendor shall be deemed not to have been discharged and the Guarantor the Vendor and the Purchaser as between themselves will be deemed to have had restored to them the rights and obligations which they each would have had if such payment had not been made.
9. Any demand or notice under this Guarantee may be made in writing signed by the Vendor or its Legal Practitioner on its behalf and (without prejudice to any other mode of service for the time being permitted by law) may be served on the Guarantor by prepaid letter addressed to the Guarantor at the Guarantor's address set out in the Schedule. Such notice or demand when posted is deemed to be properly given on the day next following the day of posting.
10. If the Purchaser exercises the right under the *Sale of Land Act 1962* to call for a Transfer of Land and a Mortgage to secure the moneys then outstanding under the Contract the Guarantor will on demand execute a guarantee of the Mortgagor's obligations under the Mortgage in a form satisfactory to the vendor's legal practitioner.
11. In this document, where not inconsistent with the context:
 - 11.1. the expression "the Guarantor" shall where there is only one Guarantor mean and include that Guarantor and the executors and administrators of that Guarantor or in the case of a corporate Guarantor that Guarantor and its successors and shall where there are two or more Guarantors mean and include those Guarantors and each and every or any of them and the executors administrators or successors of each and every one of them.

Where two or more Guarantors are parties hereto the covenants and agreements on their part herein contained shall bind them and any two or more of them jointly and each of them severally;

11.2. the expressions; "the Vendor" and "the Purchaser" respectively shall where the context permits bear the meaning assigned to them in the Contract;

11.3. words importing persons shall extend to and include companies and corporations and words importing the singular or plural number shall extend to and include the plural and singular number respectively;

11.4. words importing one gender shall extend to and include any other gender.

Executed as a Deed

Dated

2014

SCHEDULE

Name and Address of Guarantors:

SIGNED SEALED AND DELIVERED by)
)
in the presence of:)
.....:
(Witness)

SIGNED SEALED AND DELIVERED by)
)
in the presence of:)
.....:
(Witness)

SIGNED SEALED AND DELIVERED by)
)
in the presence of:)
.....:
(Witness)

Annexure 2 - Schedule of Finishes, Fixtures and Fittings

**GRAVITY - 89 GLADSTONE STREET, SOUTH MELBOURNE
RESIDENTIAL SPECIFICATION SCHEDULE**

Item	Detail
<u>1.0 Building Envelope</u>	
Floors	Reinforced concrete slab
External Walls	Concrete and/or lightweight cladding
Walls between Residential Units	Acoustic and fire rated walls as required
Internal Walls	Paint finish
Windows & Sliding Doors	Aluminium frames with glazing
Balconies	Pavers
<u>2.0 Kitchen Fittings</u>	
Sink	Stainless steel undermount single bowl
Cook top	Bosch gas cook top or equivalent
Range hood	Bosch or equivalent
Oven	Bosch electric oven or equivalent
Dishwasher	Bosch or equivalent
<u>3.0 Bathroom & Ensuite Fittings</u>	
Shower Base	Tile matt finish
Vanity Basin	White
Toilet	Vitreous china
Shower Screen	Semi frameless
Mirror	Clear silver with polished edges
Accessories	Chrome finish
<u>4.0 Tap ware</u>	
Kitchen	Single lever chrome finish
Shower	Single lever chrome finish
Shower Outlet	Chrome finish
Vanity	Single lever chrome finish
<u>5.0 Kitchen</u>	
Floors	Engineered floating timber floor
Walls	Low sheen acrylic paint
Ceiling	Painted plasterboard
Skirtings	Painted MDF
Benchtop	Reconstituted stone or porcelain panel
Splashback	Porcelain panel
Joinery	2 Pac painted finish
<u>6.0 Living/Dining/Entry</u>	
Floors	Engineered floating timber floor
Walls	Low sheen acrylic paint to plasterboard
Ceiling	Painted plasterboard
Skirtings	Painted MDF
<u>7.0 Bedrooms</u>	
Floors	Carpet
Walls	Low sheen acrylic paint
Ceiling	Painted plasterboard
Skirtings	Painted MDF

GRAVITY - 89 GLADSTONE STREET, SOUTH MELBOURNE
RESIDENTIAL SPECIFICATION SCHEDULE

Item	Detail
<u>8.0 Bathroom & Ensuite</u>	
Floors	Tile matt finish
Walls	Tile matt finish to shower enclosure & low sheen acrylic paint over plasterboard
Ceiling	Painted plasterboard
Skirtings	Tile matt finish
Splash back	Tile
Joinery	2 Pac painted finish
<u>9.0 General</u>	
Electrical	Individual metering through embedded network or nominated retailer
Lighting	Down lights
Hot water service	Centralised gas hot water with individual meters
Cold water service	Individual metering
Lift	2 lifts
Air Conditioning	Air conditioning to living area
Television	MATV/PTV in living room and MATV in main bedroom
Communications	NBN ready with communication points in living room and main bedroom

This schedule lists the range of materials, appliances, general finishes, fixtures and fittings for the apartments at Gravity. This Schedule may include items which are natural, porous, or otherwise likely to mark, change colour or alter in appearance, and may do so in ordinary use after installation. The purchaser is advised that all products must be used and maintained in accordance with the manufacturer's recommendations.

The schedule is subject to change without notice in accordance with the provisions of the Contract of Sale. For example, if any item is unavailable a suitable replacement will be installed. The items in the schedule and their use, extent and location will vary from lot to lot.

Annexure 3

Owners Corporation Proposed Rules and Budget for Owners Corporation

89-103 Gladstone Street South Melbourne
Owners Corporation

OWNERS CORPORATION RULES AND INFORMATION FOR OWNERS CORPORATION NO. 1

PREFACE

These rules are made for Owners Corporation on Plan No PS 735510C , 89-103 Gladstone Street South Melbourne.

The purpose of this document is to make Owners and Occupiers aware of their responsibilities to ensure that the amenity and the living standards of 89-103 Gladstone Street South Melbourne are maintained at premium levels.

Please read this document carefully and ensure that all Owners and Occupiers and, to the extent that these requirements may affect them, any guests or tradespeople of an Occupier or Owner, familiarise themselves, and comply with, these requirements.

As this document contains important and necessary information, please keep it in an accessible place for ease of reference.

This document also needs to be provided to the Owner's agent if a Lot is being sold or rented because the Owners Corporation requires this document to be accepted by purchasers and tenants.

Additional copies of the document are available from the Building Manager for a small fee.

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1. PART A

1. APPLICATION OF THE OWNERS CORPORATION RULES

- (a) All of the Owners Corporation Rules apply to Owners Corporation No. 1.
- (b) A reference in these rules to the Building Manager, Building Management or Owners Corporation Manager means the Owners Corporation, who may delegate its powers to the Building Manager or Owners Corporation Manager in accordance with the provisions of the *Owners Corporations Act 2006*.
- (c) The Model Rules created pursuant to the Owners Corporation Regulations 2007 do not apply to the Owners Corporation.

2. PART B

2. MANAGEMENT AND SECURITY OF THE BUILDING

2.1 BUILDING MANAGEMENT AND SECURITY

The primary role of Building Management is to ensure the efficient operation of the Building and to maintain security at the highest level possible.

Building Management is responsible for the day-to-day running of the Building. Building Management is available to assist Owners and Occupiers in matters relating to the operation of their Lots, such as advice on controls, security, fire and evacuation procedures and other policies and procedures.

Owners acknowledge and agree that to fulfil its functions under the Owners Corporation Regulations and these Rules the Owners Corporation may enter into any contract for the purchase or supply of any good or service jointly with any other owners corporation on the Plan and allocate the costs and charges under any such contract between them on a fair and equitable basis.

2.2 OWNERS CORPORATION MANAGER

The Owners Corporation Manager provides the Owners Corporation with owners corporation management services.

The Owners Corporation Manager contracts with Building Management and other contractors, and ensures that the Owners Corporation operates in accordance with the Owners Corporation Regulations and is accountable for all the administrative, secretarial and accounting requirements.

2.3 OWNERS CORPORATION COMMITTEE

The members of the Owners Corporation appoint the Owners Corporation Committee. The Owners Corporation Committee is required to regularly meet to provide or receive updates in relation to the management of the Building.

2.4 OWNERS CORPORATION RULES

Owners and Occupiers must at their own expense comply at all times with the laws relating to their Lot including without limitation any requirement, notice and order of any governmental authority.

An Owner must strictly comply with all of the Rules and must ensure that the Owner's guests strictly comply with all of these Rules.

An Owner must ensure that any Occupier of the Owner's Lot strictly complies with all of these Rules.

The Owners Corporation Committee may at any time issue further requirements, instructions, directions or guidelines for Owners and Occupiers either pursuant to any of the Rules or for the purpose of giving effect to the object of any of these Rules. Owners and Occupiers must strictly comply with and must ensure that all guests strictly comply with any such further requirements, instructions, directions or guidelines issued by the Owners Corporation Committee from time to time.

3. EMERGENCY PROCEDURES

3.1 FIRES AND FIRE ALARMS

The Owners Corporation Committee may issue a set of guidelines for fire and threat situations and may amend them from time to time. Any guidelines issued by the Owners Corporation Committee must be followed by all Owners and Occupiers.

3.2 FIRE FIGHTING EQUIPMENT

- (a) Owners and Occupiers should ensure that all smoke alarms and other fire emergency equipment installed in their Lot is properly maintained and tested regularly, and back-up batteries are replaced when necessary.
- (b) A contractor nominated by Building Management will maintain the Building's smoke detection and sprinkler system and all essential safety services and device, subject to the requirements of the *Residential Tenancies Act 1997* where applicable Owners and Occupiers must, upon receiving 24 hours notice, provide any such contractor with access to their Lot for the purpose of performing these maintenance activities.

3.3 GENERAL

- (a) If a Lot is rented, leased or loaned for any period of time, the Owner must make sure that a copy of these Rules is provided to the Occupier and that the Occupier agrees to be bound by them.
- (b) Owners and Occupiers must not interfere or tamper with any fire or emergency equipment other than using it in an emergency. Owners and Occupiers must not obstruct any fire stairs or fire escape.
- (c) Owners and Occupiers must comply with all statutory and other requirements, including those issued from time to time by Building Management or the Owners Corporation Committee, relating to fire and fire safety.
- (d) The door leading to the stairwells and Lots are fire resisting and self-closing. Owners and Occupiers must ensure that all doors close properly and under no circumstances are they to be wedged open. If they are wedged open during a fire, smoke may penetrate the stairwell and eliminate the effectiveness of this escape route.
- (e) Stairwells, electrical riser (service) cupboards and other service cupboards must not be used for any other purpose than that intended. They must not under any circumstances be used for the storage of goods, waste, cartons etc and stairwells must not be obstructed at any time.
- (f) To avoid false alarms and unnecessary call outs by the Metropolitan Fire Brigade or other emergency services Owners and Occupiers and guests must not:
 - (i) smoke in the Common Property;
 - (ii) open the door to their Lot in non dangerous instances such as when smoke or fumes are released from burning food. Only windows should be used in these situations; or

- (iii) leave open a door to their Lot and the common property without the written consent of the Owners Corporation.
- (g) The cost of false alarm calls to the Metropolitan Fire Brigade or other emergency services will be at the expense of the Owner of the Lot from which the call is occasioned or of the Lot that is identified by Building Management as being responsible for the false alarm.
- (h) The Owners Corporation Manager or Building Management may take measures to ensure the security, and to preserve the safety of the Common Property and Lots affected by fire or other hazards and without limitation may:
 - (i) restrict the access to or use by Owners and Occupiers of any part of the Common Property;
 - (ii) permit, to the exclusion of 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;
 - (iii) restrict by means of key or other security device the access of the Owners and Occupiers of one level of the Building to any other level of the Building;
 - (iv) remove any locking device attached to any item left in the common property (including but not limited to bicycles left in areas which are not designated for the storage of bicycles), and where possible notify the relevant Owner or Occupier of such removal; and
 - (v) remove any item left in the common property (including but not limited to bicycles left in areas which are not designated for the storage of bicycles) and where possible notify the relevant Owner or Occupier of such removal. If the item is not collected by the relevant Owner or Occupier the Owners Corporation Manager or Building Management may dispose of such item within 3 business days of its removal.

3.4 SMOKE DETECTORS

- (a) There are smoke detectors in each Lot. Under no circumstances are the smoke detectors to be removed.
- (b) The Owners and Occupiers must regularly check and maintain the smoke detectors.

4. PROCEDURES

4.1 PROXIMITY DEVICES

- (a) Proximity Devices will be issued to Owners for access to the Building. Two Proximity Devices per Lot will be available. For security reasons, Proximity Devices are issued to Owners for their exclusive use. Only permanent Occupiers are permitted to hold Proximity Devices. The loss of any Proximity Device is the responsibility of the Owner (whether lost by the Owner or the person occupying the Owner's Lot) and the cost associated with such a loss may include not only the replacement of the lost Proximity Devices but the re-programming of all other Proximity Devices in use in order to maintain security. These costs must be borne by the Owner of the lost Proximity Device.
- (b) Owners must exercise a high degree of caution and responsibility in making a Proximity Device available to other persons and must ensure that any lease or licence of their Lot requires the return of the Proximity Device by the tenant or licensee.
- (c) Owners and Occupiers must not without written consent from Building Management duplicate the Proximity Device or permit it to be duplicated and must take all reasonable precautions to ensure that the Proximity Device is not lost.

- (d) Owners and Occupiers must promptly notify Building Management if their Proximity Device is lost or destroyed.
- (e) Building Management may elect not to issue or replace a lost Proximity Device without a written authority signed by the relevant Owner or Owner's agent.

4.2 ADMITTING GUESTS

An Owner or Occupier must not do or permit anything to be done that may prejudice the security or safety of the Common Property or any person in or around the Building. Without limiting the generality of this requirement, Owners and Occupiers must not:

- (a) allow any unknown guest(s) to enter the Building; or
- (b) allow anyone access to the foyer or car park if they have not used normal security procedures to enter.

4.3 USE OF LIFT

- (a) Smoking is not permitted in the lift, if any.
- (b) The lift, if any, must be used in an orderly manner, and only in the manner for which it is designed.
- (c) If the lift stops between floors Owners and Occupiers must follow the instructions on the emergency telephone in the lift, if any.
- (d) The lift, if any, must not be used if a fire alarm is activated or if a fire is reported or detected. The emergency stairs must be used in these circumstances.

4.4 MOVING INTO AND VACATING THE BUILDING

- (a) The moving of all furniture and goods in and out of the Building must be made by arrangement with Building Management. The Owner or Occupier will be liable for any damage caused to the Common Property by the moving or transportation of the furniture and goods of the Owner (or of the Occupier of the Owner's Lot) in and around the Building. Building Management may, in its discretion, require a surety to be paid prior to moving. Any damage caused as a result of the move will be deducted from the surety or will be paid for by the relevant Owner. The Owner shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in making good any such damage.
- (b) A minimum of three (3) days notice before the move must be provided to Building Management.
- (c) Building Management will advise which lift, if any, is to be used for the move and will arrange for protective covers to be installed in the lift.
- (d) The moving in or out of furniture and goods is only permitted between 9:30 am and 4:30 pm (Monday to Friday). All moves must be completed by 4:30 pm.
- (e) Dimensions of doors and the lift can be obtained from Building Management.
- (f) On completion of work, Owners and Occupiers are responsible for ensuring that all rubbish is cleared from Common Property.
- (g) Owners and Occupiers must ensure that all cartons and packing crates are placed in the rubbish room in the basement.

- (h) Owners and Occupiers will be held responsible for the cleanliness of Common Property and damage to lift walls and other areas. If any amount owing is not paid by the relevant Occupier within 14 days of the date of moving (and that Occupier is not the Owner of the Lot), then the Owners Corporation may recover the amount from the Owner.
- (i) Owners and Occupiers must not permit any vehicles to restrict access to the car park.

4.5 BUILDING WORKS, ALTERATIONS AND RENOVATIONS

- (a) An Owner must obtain the approval of the Owners Corporation prior to any Building Works occurring at the Owner's Lot. The Owner must apply in writing to the Owners Corporation Manager for approval and provide details of the Building Works (including plans and specifications) and a detailed works schedule, including the time required to carry out the Building Works, the anticipated commencement and completion dates, together with copies of all permits, approvals and consents required under all relevant laws.
- (b) The Owners Corporation Manager may, if it considers it necessary or desirable, engage a consultant to review the proposed Building Works and the Owner is responsible for any cost associated with engaging a consultant to advise on the proposed Building Works. The Owners Corporation Manager may also request any further information from the Owner in relation to the Building Works. The Building Works must not commence without the Owners Corporation Manager's written approval. The Owners Corporation Manager may in its absolute discretion either reject the application or approve the Building Works (with or without conditions). Building works must be commensurate with the overall quality of the Building.
- (c) The Owners Corporation Manager must also be provided with a copy of the relevant builder or tradesman's insurance policy which must be in an amount determined by the Owners Corporation Manager from time-to-time in respect of any damage to property, injury to persons, consequential (related or subsequent) damage, fidelity guarantee etc, and Workcover registration details.
- (d) If the Owners Corporation Manager approves the Building Works, the Owner must provide a security deposit determined by the Owners Corporation Manager before the Building Works commence. This security deposit will be used to repair any damage caused to any of the Common Property.
- (e) The deposit will be returned immediately after the Building Works have been completed and the Owners Corporation Manager has verified that no damage has occurred.
- (f) Only registered and qualified trades people are to be engaged. The Owner must ensure that all contractors engaged to perform work agree to be bound by these Rules and to comply with the reasonable directions of the Owners Corporation Manager in relation to the conduct of the Building Works.
- (g) Structural walls, floors or ceilings of Lots or the Building must not be penetrated or breached, or the structural integrity of a Lot, Common Property or the Building impaired.
- (h) No Building Works may be undertaken on weekends or public holidays and Building Works cannot commence before 8.30 am or continue beyond 4.30 pm, although tools and materials may be brought on site from 8.00 am and taken offsite up to 5:00 pm.
- (i) Building Management will advise which lift, if any, is to be used for the transport of materials and debris, and only whilst fitted with protective coverings (floors and walls). Three (3) days prior notice must be given to Building Management.
- (j) No materials or debris may be left or stored on and / or in the Common Property, the Building surrounds, or streets.
- (k) If necessary, the hallway and lift lobbies must be cleaned daily at the Owner's expense.

- (l) If materials need to be moved into and out of Lots, then passages, lobbies, the lift and other Common Property must have protective coverings fitted at the Owner's expense. These coverings must be removed and stored at the end of the day.
- (m) The Owner must immediately make good all damage to and dirtying of the Building, the Common Property and the services which are caused by such Building Works. The Owner indemnifies and agrees to keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.
- (n) Any alterations or additional fixtures (other than privately owned fittings including curtains, blinds, light fittings and electrical fittings / appliances which are not built into the Lot) having a value in excess of **\$5,000** should be recorded with the Owners Corporation Manager who will ensure that the Building Insurance is updated to include these alterations or additions.
- (o) All Building Works must be undertaken so as to minimise any Nuisance to other Occupiers.

4.6 MAIL

Owners and Occupiers must:

- (a) clear their mail boxes daily;
- (b) must not have any newspaper delivered or arrange for delivery of any newspaper unless such delivery is approved by the Owner's Corporation Manager in a location approved by the Owners Corporation Manager;
- (c) not adhere any "No Junk Mail" signs or words to that effect unless it is in a form approved by the Owners Corporation Manager.

5. SERVICES

The Owners Corporation Committee or Owners Corporation Manager may issue guidelines (and amend them from time to time) in relation to the use of any facilities under the Owners Corporation's control within the Building (including without limitation the facilities referred to in these Rules). Occupiers must follow any guidelines that are issued by either the Owners Corporation Committee or Owners Corporation Manager.

5.1 CAR PARKS

- (a) Owners and Occupiers only have access to the car parking spaces that are allocated to a Lot.
- (b) Car parking spaces allocated to a Lot form part of that Lot exclusively. Owners and Occupiers may only park vehicles within the car parking spaces allocated to their specific Lot. Car parking spaces may only be used for the purpose of parking one vehicle per car space and then only in such a manner as may be fair and reasonable to other Owners and Occupiers. A motorcycle is considered a vehicle under this section.
- (c) Tradesmen are not permitted to park in the car parking areas. An Owner or Occupier may allow guests to occupy a car parking space which they are entitled to use, only if the guest is accompanied at all times to and from the car parking space by the Owner or Occupier.
- (d) A Lot's unused car parking spaces may be leased or licensed to another Owner or Occupier of the Building (and with the consent of the Owners Corporation Manager), to an Owner or Occupier of any residence constructed on a Lot on the Plan and the lease/licence must terminate on or before the lessee/licensee vacating the Lot.
- (e) Drivers must comply with all directional and speed limit signs in and around the car park.

- (f) Drivers must exercise due care while driving in and around the car park so as not to cause danger or concern to any person or to property.
- (g) Owners and Occupiers must keep their car parking space in a clean and tidy condition and must not litter the car park.
- (h) Drivers must not do or permit anything to be done which will cause Nuisance or disturbance to Owners and Occupiers.
- (i) The Owners Corporation is not responsible for:
 - (i) any damage to a vehicle while inside the car park or while entering or leaving the car park; or
 - (ii) the theft of any vehicle or of any item within any vehicle parked in the car park.
- (j) Vehicles are at the sole risk of the Owner and Occupier.
- (k) Drivers must ensure that their vehicles do not leak oil or leave any mud or other residue on the floor or walls of the Building. A clean-up fee will be charged to an Owner or Occupier (as the case may be) if the Owners Corporation has to clean up after a vehicle.
- (l) Owners and Occupiers may only wash and clean their cars outside the car park.
- (m) A car parking space may not be further enclosed, fenced, caged in or walled off in any way.

5.2 OUTDOOR HOT TUBS

- (a) In addition to Rule 5.3 which applies to the Amenities this Rule 5.2 applies to the outdoor hot tubs. Where there is any inconsistency between this Rule 5.2 and Rule 5.3 this Rule 5.2 shall prevail to the extent of any such inconsistency.
- (b) The outdoor hot tubs are only for the use of Owners and Occupiers.
- (c) Guests of Owners and Occupiers may not use the outdoor hot tubs unless the Owner or Occupier has obtained the permission of Building Management in accordance with the requirements of the Owners Corporation as determined from time to time.
- (d) The outdoor hot tubs may only be used by residents in a manner that will not cause a hazard to the health, safety and security of themselves and/or any owner, occupier or user of another lot within the Building.
- (e) Proper swimwear attire must be worn at all times.
- (f) Owners and Occupiers must provide their own towels to clean outdoor hot tub area.
- (g) Children under 16 years of age are not allowed to use the outdoor hot tubs.
- (h) A person who is under the influence of alcohol, drugs or any illegal substances may not use the outdoor hot tubs.
- (i) Glass objects, drinking glasses, sharp objects, smoking, alcohol or food are not permitted in the outdoor hot tubs.
- (j) The hours of use for the outdoor hot tubs will be determined by the Owners Corporation Committee from time to time and must be observed.

- (k) All paperwork as required by Owners Corporation Management must be signed by the Owner or Occupier. This form can be obtained from Building Management. No responsibility is accepted by the Owners Corporation for any injury or damage to any person or property as a result of the Owner's or Occupier's use of the gymnasium.
- (l) All users of the outdoor hot tubs use them at their own risk.
- (m) Owners and Occupiers will be liable for any expenses associated with repairing damage caused to the outdoor hot tubs, by any users of the outdoor hot tubs. Damage arising from misuse of outdoor hot tubs may result in the Owner and Occupier being prohibited from using the outdoor hot tubs.
- (n) Improper use of the outdoor hot tubs may result in bans/restrictions of use being imposed on the Owner and/or Occupier in the Owners Corporation's absolute discretion.

5.3 USE OF THE AMENITIES

- (a) The Owners Corporation Manager and/or the Owners Corporation Committee may resolve to make rules regulating the use and operation of the Amenities.
- (b) Any Owner or Occupier may hire the Amenities by making a booking with Building Management in accordance with the requirements of the Owners Corporation as determined from time to time.
- (c) The Owner or Occupier using the Amenities is responsible for the Owner and Occupier and his/her guests. The areas must be satisfactorily cleaned after use and any additional costs incurred (covering damage, additional cleaning, etc) will be charged to the Owner or Occupier responsible.
- (d) Persons using the Amenities must not make any undue noise or behave in a manner likely to interfere with the peaceful enjoyment of any other Owner or Occupier or any other person lawfully using Common Property.
- (e) Bookings may only be made up to three months in advance.
- (f) Owners and Occupiers must provide all information about the proposed function as required by Building Management, including but not limited to the nature and duration of the function, the number of proposed attendees, and whether and what type of external catering or other suppliers will be attending the function.
- (g) Time restrictions may apply to bookings.
- (h) The management of the Amenities (including bookings, availability, and use) is in the absolute discretion of the Building Management, acting in the interests of all Owners and Occupiers.
- (i) The booking receipt must be held whilst using the Amenities to act as proof of booking should a disagreement arise.
- (j) The hours of use for the Amenities as notified by Building Management from time to time must be observed by all Owners or Occupiers using the Amenities.
- (k) The maximum number of attendees at a private function in the Amenities is determined by Building Management in its absolute discretion.

- (l) Security may need to be provided at the direction and in the absolute discretion of the Owners Corporation and at the cost of the Owner or Occupier organising the function.
- (m) All users of the Amenities do so at their own risk.
- (n) Improper use of the Amenities may result in bans/restrictions of use being imposed on the Owner and/or Occupier in the Owners Corporation's absolute discretion.

5.4 BICYCLES

- (a) The riding of bicycles, skateboards, roller blades etc is not permitted on Common Property. Bicycles may be ridden in the driveway of the Building for the purpose of arriving and/or departing from the Building precinct. Liability rests with the rider.
- (b) Bicycles must not be brought into the foyer, lifts or stairwells of the Building and must only be stored in the areas of the Common Property that are designated by the Owners Corporation for this purpose and the provisions of Rule 3.3(h)(iv) and (v) apply to Bicycles.

5.5 SERVICE CUPBOARD

Cupboards containing services such as water, meters, electrical distribution boards etc are located in the passageway on each level of the Building. Goods of any description are not to be stored in these cupboards because this may contravene fire regulations and the conditions of the Owners Corporation insurance policies.

5.6 PRIVATE STORAGE

- (a) Every Lot has an allocated storage facility.
- (b) Owners and Occupiers must not, except with the prior written consent of Building Management and then at their own risk, use or store in a Lot, on a parking lot, a storage cupboard or on Common Property any flammable chemical, liquid, gas or other flammable material other than a reasonable volume of normal domestic products and which must be able to be used in connection with the permitted use of a Lot.

5.7 SUPPORT AND PROVISION OF SERVICES

- (a) Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation Manager, Owners and Occupiers must not do anything or permit anything to be done on or in relation to their Lot or the Common Property so that:
 - (i) any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with;
 - (ii) the structural and functional integrity of any part of the Lot or Common Property is impaired; or
 - (iii) the passage or provision of services through the Lot or the Common Property is interfered with.
- (b) Owners and Occupiers must not install a safe or any item in excess of 100kg in a Lot without the written consent of Building Management and as part of the application for consent submitting to the Owners Corporation Manager a structural engineering report in respect of the proposed installation.

- (c) Owners acknowledge and agree that the Owners Corporation may share amongst its members the costs of supply and maintenance of any gas facility or power facility required for heating or air-conditioning the Common Property or the Lots. Where Lots or the Common Property are not separately metered in relation to any service, including without limitation, gas, electricity and/or water, Building caretaking, cleaning and maintenance services then the Owner shall pay a share of the relevant costs of that service provided that the Owner's share is calculated by one of the following methods as determined by the Owners Corporation Manager:
 - (i) a proportional rate by dividing unit liability of that Lot by the total unit liability of all Lots serviced jointly; or
 - (ii) a share of the cost of the service or charge which the Owners Corporation Manager (acting reasonably) considers to be fair and equitable in the circumstances.

6. POLICIES

6.1 No ANIMALS

No animals or pets are permitted in Lots.

6.2 RUBBISH

- (a) Only the Owners and Occupiers are entitled to use and have access to the bin holding rooms.
- (b) All rubbish must be disposed of in secure wrapping by taking it to the rubbish room on the ground floor or any other receptacle or place advised by the Owners Corporation. Under no circumstances is rubbish to be left anywhere in the Common Property.
- (c) Cardboard cartons and rubbish must not be left on a Lot or Common Property by tradesmen. This type of rubbish must be removed by the trades or service people and must not be left in any Common Property.

6.3 APPEARANCE

Without limiting any other of these Rules, Owners and Occupiers must not:

- (a) without prior written consent of Building Management keep anything inside a Lot that is visible from outside the Lot and that when viewed from outside is not in keeping with the rest of the Building;
- (b) install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot without the prior written consent of Building Management;
- (c) operate or permit to be operated on a Lot or within it any device or electronic equipment which interferes with any domestic appliance lawfully in use on the Common Property or in another lot;
- (d) without the prior written consent of the Building Management attach or hang from the exterior of a Lot or to any Common Property any aerial or any security device or wires;
- (e) allow any glazed portions of a Lot or the Common Property that surrounds a Lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change;
- (f) install any external wireless, television aerial, skydish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building;
- (g) install any air conditioning unit in a Lot other than in a place nominated by the Owners Corporation Manager;

- (h) install any pipes, wiring, cables or the like to the external face of the Building;
- (i) place any washing, towel or other article on a Lot in such a way so as to be visible from the Common Property, another Lot or outside the Building;
- (j) paint, finish or otherwise alter the external façade of the Building or any improvement forming part of the Common Property;
- (k) install or permit the installation of any awnings, screens, other than as approved by the Owners Corporation Manager;
- (l) hang any curtains or drapes visible from outside the Building unless the side of those curtains or drapes visible from outside is lined in tones approved by Building Management or such other sample fabrics provided by Building Management for that purpose;
- (m) hang or install vertical blinds;
- (n) install signage of any description on the Common Property or that may be visible from outside a Lot;
- (o) allow the erection of any for sale or for lease or licence or sub-lease boards or signs of any description on the Common Property or which are visible from the outside of a Lot without the consent of the Owners Corporation Manager; or
- (p) allow the windows, screens or awnings forming part of a Lot to become unsightly, and must regularly clean the interior and exterior of those windows and replace or remove worn, faded or damaged screens, or awnings.

6.4 WINDOW FURNISHINGS

The Owners Corporation Manager may from time to time set Guidelines in relation to window furnishings. This is to maintain consistent appearance to the external façade of the building. The initial Guidelines are available from Building Management.

6.5 BALCONIES AND TERRACES

- (a) Owners and Occupiers must not:
 - (i) place, display or hang any chattel or item (including but not limited to any item of clothing, washing, carpets, rugs, or any wind chimes or fairy lights and the like) on or from a balcony or terrace; or
 - (ii) allow any balcony to become unkempt or overgrown or unsightly.
- (b) Owners and Occupiers must not construct any shed, enclosure or structure of any nature on a balcony or terrace of the Building.
- (c) Any item that is permitted to be on a balcony, window or terrace of the Building must be secured so that it cannot be dislodged during high winds.

6.6 CARRYING-ON BUSINESS

Save and except in relation to Lot G01 (retail lot), the Owners and Occupiers must not without the written consent of Building Management use their Lot or any part of the Common Property for any trade or business nor permit others to do so unless the Lot will be primarily used as a residence and:

- (a) in the absolute discretion of Building Management, the trade or business can be carried on and is carried on without causing undue Nuisance to other Owners or Occupiers;

- (b) any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with;
- (c) the planning scheme governing the use of that lot permits the trade or business to be carried on from that Lot; and
- (d) the use or the type of trade or business has been approved by the Owners Corporation Manager.

6.7 NOTIFICATION OF DEFECTS

Owners and Occupiers must notify Building Management as soon as they become aware of any damage to or defect in:

- (a) the Common Property or any personal property of the Owners Corporation; or
- (b) any water pipes, air-conditioning ducts, electric light or other fittings, fixtures or services.

7. USE AND BEHAVIOUR

7.1 NOISE

- (a) Noise or vibration must not be audible or perceptible outside a Lot.
- (b) Generally, noise levels from a Lot must not interfere with the peaceful enjoyment of others in the Building, including those lawfully using the Common Property.
- (c) Owners and Occupiers must not make or permit to be made any unreasonable level of noise in or about the Common Property.
- (d) Music, other than that played on a personal listening device, is not to be played in any Common Property.
- (e) Owners and Occupiers must not install any equipment or devices in a Lot which create vibrations that travel into another Lot or Common Property and which cause Nuisance without the approval of the Building Management.

7.2 OFFENSIVE BEHAVIOUR

When on Common Property or on or in any part of their Lot so as to be visible from another Lot or from Common Property or from any property external to the Building, Owners and Occupiers and their guests must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to other Owners or Occupiers or to any person lawfully using Common Property.

7.3 USE OF COMMON PROPERTY AND LOT

Owners and Occupiers must not:

- (a) obstruct the lawful use of Common Property by any person;
- (b) permit persons under their control to consume alcohol, illegal substances or take glassware onto Common Property except where it is permitted in the designated alcohol service areas;
- (c) dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over terraces or balconies in the Building or in Common Property;
- (d) smoke on or in Common Property;

- (e) without the written authority of the Owners Corporation or the Building Management, interfere with the operation of any plant and equipment owned by the Owners Corporation installed on the Common Property;
- (f) without the prior written consent of Building Management, 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;
- (g) modify any air conditioning, heating ventilation system or associated ducting without the prior written consent of the Owners Corporation Manager;
- (h) enter any plant room without the consent of Building Management;
- (i) modify any intercom, television aerial or communication system (except telephone connections) without the prior written consent of the Owners Corporation Manager;
- (j) replace any floor coverings which will create undue noise to adjoining Occupiers;
- (k) use any parts of the Common Property in respect of which exclusive use and enjoyment rights may be given or granted by the Owners Corporation to a third party from time-to-time;
- (l) interfere with or obstruct the Building Management from performing its duties;
- (m) use a Lot, Common Property or common facilities 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 Owners or Occupiers or their guests;
- (n) use the Common Property or the common facilities or permit the Common Property or the common facilities to be used in such a manner as to unreasonably interfere with or prevent their use by other Owners or Occupiers or their guests;
- (o) use the water closets, conveniences and other water apparatus including waste pipes and drains for any other purpose than for which it is designed. The costs and expenses associated with rectifying any damage or blockage shall be borne by the Owner of the Lot determined by Building Management to be responsible for the damage or blockage; or
- (p) park or leave a vehicle or permit a vehicle to be parked or left on the Common Property so as to obstruct a driveway or in any place other than in parking areas specified for such purpose by the Owners Corporation.

7.4 DAMAGE TO AND CLEANLINESS

- (a) The Building has a cleaner to clean and maintain all Common Property except those common areas which an Occupier uses exclusively.
- (b) Owners and Occupiers must promptly notify Building Management if they become aware of any damage to or uncleanness of common areas, or the Common Property.
- (c) Cans, bottles and similar rubbish must not be left in Common Property. If Common Property must be cleaned by Building Management after use by an Owner or an Occupier or their guests, a cleaning fee may be charged by the Owners Corporation to the relevant Owner or Occupier.
- (d) Owners and Occupiers must not mark, paint or otherwise damage or deface any part of the Common Property.

7.5 LOADING AREAS

There is a loading area for the use of the Owners and Occupiers of the retail lots only, who must ensure that:

- (a) delivery of all goods is only made by way of the loading area designated by Building Management and between the hours of 7.00am and 6.00pm on week days and 9.00am and 5.00pm on weekends as varied from time to time;
- (b) any delivery vehicles do not park within the loading area except when loading or unloading goods; and
- (c) they do not use the loading area to store goods.

7.6 MAINTENANCE

Owners and Occupiers must keep and maintain at the Owners' and Occupiers' cost their Lot in a reasonable condition including maintaining any garden beds.

8. INSURANCE

- (a) The Owners Corporation has a property insurance policy and a public liability insurance policy which cover Owners Corporation property but which, regardless of how the damage occurred, do not extend to cover any damage to privately owned fittings, including curtains, blinds, light fittings, carpets and electrical fittings and appliances which are not built into the Lot and which can be removed.
- (b) The public liability policy does not extend to cover the interior of any Lot and/or balcony or terrace of the Building.
- (c) Owners and Occupiers should arrange a contents insurance policy to include their own property. Owners and Occupiers who do not occupy their Lot should arrange a landlord's insurance policy which includes public liability cover to protect their investment.
- (d) If any Owner or Occupier causes damage to any Lot, other than their own, they may be responsible for the cost of reinstatement.
- (e) The details of any potential insurance claim must be forwarded to the Owners Corporation Manager immediately. If necessary, the Owners Corporation Manager will request the Owners Corporation's Insurer to handle the claim.
- (f) Any queries relating to insurance cover or claims should be directed to the Owners Corporation Manager.
- (g) An Owner or Occupier must not do or permit to be done anything that may invalidate, suspend or increase the premium for any insurance policy obtained by the Owners Corporation.

9. LEASED LOTS (OCCUPANCY BY NON-OWNERS)

To ensure that the living standards, safety and security of the Building are maintained by and for all residents, these Rules, in addition to all others, shall apply in regard to leasing (renting) or occupancy of Lots by non-owners:

- (a) An Owner may not lease, licence or grant any other occupancy rights to an Occupier of a Lot for a term of less than six (6) months. An Owner must first obtain the approval of the Owners Corporation Manager to that occupancy, which consent will not be unreasonably withheld.
- (b) An Owner must exercise a high degree of caution and responsibility in making a Proximity Device available for use by an Occupier of a Lot, including without limitation entering into an

appropriate agreement in any lease or licence agreement for the Lot to ensure return of the Proximity Device to the Owner upon expiry of the Occupier's lease or licence.

- (c) Without evidence of a written authority signed by the relevant Owner or the Owner's agent, Building Management may prevent personal access and entry (or exit) of goods by non-owners.
- (d) In order to maintain currency of occupancy records, Owners or the Owner's agent, must notify Building Management in advance of:
 - (i) details of new leaseholders or other changes of occupancy; and
 - (ii) details of the expected term of each occupancy.
- (e) An Owner of a Lot, which is subject to a lease or licence must procure that the lessee or licensee of the Lot complies with these Rules and any subsequent amendment to these Rules. This includes ensuring that the lessee or licensee has read and is bound by these Rules under the terms of their lease or licence agreement. An Owner who grants a lease or licence over its Lot indemnifies the Owners Corporation and agrees to keep it indemnified against any costs or liabilities incurred by the Owners Corporation associated with the failure of the lessee or licensee to strictly comply with these Rules and against the failure of the lessee or licensee to pay the Owners Corporation any charges validly levied by the Owners Corporation against the lessee or licensee.

10. COMPLIANCE AND OWNERS CORPORATION FEES

- 10.1 Owners and Occupiers must ensure that their guests comply with these Rules.
- 10.2 Any Owner of a Lot which is the subject of a lease or licence must take all reasonable steps, including any action available under the lease or licence, to ensure that any lessee or licensee and any guests of that lessee or licensee complies with these Rules.
- 10.3 Owners and Occupiers must at their own expense promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of any governmental authority.
- 10.4 Owners and Occupiers must comply with any reasonable request or direction of any person employed by the Owners Corporation.
- 10.5 Any breach of a Rule or regulation will entitle the Owners Corporation to issue proceedings and / or impose such fine or penalty as they deem appropriate from time to time as is advised to Owners and Occupiers.
- 10.6 An Owner shall on demand compensate the Owners Corporation in full in respect of any damage to the Common Property or property of the Owners Corporation caused by that Owner or the Owner's tenants, licensees or guests.
- 10.7 An Owner shall on demand pay all costs including legal costs of the Owners Corporation on a solicitor and own client indemnity basis incurred by the Owners Corporation as a result of any breach of any Rule.
- 10.8 Owners (jointly and severally) and Occupiers indemnify, release and hold harmless the Owners Corporation in relation to all or any costs, expenses, actions, liabilities and/or damages that the Owners Corporation may suffer, sustain or incur as a result of any breach by the Owner, Occupier, or the Owner's lessee or licensee (or any of their agents, contractors, workers and guests) of these Rules. The indemnity or release will not merge or terminate as a result of an Owner not owning any particular Lot anymore or an Occupier not occupying any Lot anymore.
- 10.9 The Owners Corporation will in addition to any legal proceeding be able to charge a member penalty interest on outstanding levies or other charges that is no more than the rate for the time being fixed under Section 2 of the *Penalty Interest Rates Act 1983*.

10.10 OWNERS CORPORATION FEES

- (a) The fees set by the Owners Corporation to cover general administration and maintenance, insurance and other recurrent obligations must be paid in advance by each Owner according to their unit liability on or before the due date.
- (b) Any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge.
- (c) If any fees remain outstanding after the date specified for their payment, the Owners Corporation may charge interest on such fees at the rate set by the *Penalty Interest Rates Act 1983*.

11. OWNERS CORPORATION ACCESS TO LOTS

- 11.1 Subject to the requirements of the *Residential Tenancies Act 1997*, where applicable, except in the case of an emergency (in which case no notice shall be required), upon one (1) days notice in writing the Owners Corporation, the Owners Corporation Manager or the Owners Corporation Committee and its agents and contractors shall be permitted to inspect the interior of any Lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Owner in cases where such leakage or defect is due to any act or default of the said Owner or the Owner's guests). The Owners Corporation Committee, in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience to Owners and Occupiers as is reasonable in the circumstances.
- 11.2 Subject to the requirements of the *Residential Tenancies Act 1997*, where applicable, Owners and Occupiers must immediately, in the case of an emergency or otherwise on seven (7) days notice, provide unconditional access to their Lot for the purposes of repairs and maintenance of the Building.
- 11.3 Owners and Occupiers of Lots are responsible for regularly cleaning the internal and external windows that form part of their Lot. Despite this, the Owners Corporation Manager may, in the interests of maintaining high standards at the Building, at any time engage a window cleaner to clean all or any of the external windows of the Building (whether part of a Lot or Common Property). Owners and Occupiers agree to provide access to their Lot for this purpose.
- 11.4 If access is not provided pursuant to this rule 11, on a further written notice being provided Building Management may obtain access without liability and obtaining such access for the purposes of this clause is not a trespass nor does it give rise to any civil action.

12. SPECIAL RULES FOR THE DEVELOPER

12.1 SPECIAL RIGHTS FOR THE DEVELOPER

Nothing in these Rules will prevent or hinder the Developer, provided it acts honestly and in good faith and with due care and diligence in the interests of the Owners Corporation, from undertaking construction of improvements in or to the Lots and Common Property.

Nothing in these Rules will prevent or hinder the Developer from selling any Lot and without limitation the Developer may:-

- (a) use any Lot as a display lot to assist in the marketing and sale of other Lots;
- (b) place anywhere on the Common Property signs and other materials relating to the sale or lease of Lots;
- (c) conduct in a Lot or anywhere on the Common Property an auction sale of an Lot;

- (d) use in any way it considers necessary any part of the Common Property for the purposes of selling Lots; or
- (e) use in any way it considers necessary any part of the Common Property to facilitate the construction of works required to complete the Building.

12.2 CONSENT

Every Occupier and Owner hereby consents to and agrees to the Developer undertaking any or all of the rights of the Developer set out in this Rule 12 without any prevention or hindrance of such Occupier and Owner.

12.3 OWNERS CORPORATION'S OBLIGATIONS

The Owners Corporation must do all things reasonably required by the Developer to facilitate efficient and economic completion of construction of the Lots and Common Property by the Developer and sale by the Developer of Lots. 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 Owners and Occupiers parts of the Common Property when it is necessary to do so.

13. DISPUTE RESOLUTION

- 13.1 The grievance procedure set out in this rule applies to disputes involving an Owner, Occupier, the Owners Corporation, or the Owners Corporation Manager.
- 13.2 The party making the complaint must prepare a written statement in the approved form.
- 13.3 The Owners Corporation Committee must be notified of the dispute by the complainant.
- 13.4 The parties to the dispute must meet and discuss the matter in dispute, along with Owners Corporation Committee, within 14 working days after the dispute comes to the attention of all the parties.
- 13.5 A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- 13.6 A party to the dispute may be required, at the determination of the Owners Corporation (acting reasonably), to pay some or all the costs incurred by the Owners Corporation including the costs payable to the Owners Corporation Manager but excluding the person time cost of any person acting in an honorary capacity including a committee member of the Owners Corporation. The costs and expenses so determined shall be due and payable as a debt due by the party to the Owners Corporation.
- 13.7 If the dispute is not resolved, the Owners Corporation Committee must notify each party of his or her right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- 13.8 This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

14. INTERPRETATION

14.1 DEFINITIONS

The following words have these meanings in these Rules:

- (a) "Amenities" means the rooftop cinema, rooftop landscaping, rooftop seating, outdoor BBQ, outdoor teppanyaki BBQ, outdoor hot tubs, indoor recreational space and indoor dining room which are comprised in Owners Corporation No 1.
- (b) "Building" means the buildings constructed on the Land;

- (c) "Building Management" means the person or entity (which may be a related party of the Developer or the Owners Corporation Manager) engaged by the Owners Corporation Manager to provide efficient operation of the Building and to maintain security of the Building;
- (d) "Building Works" means any work that involves penetrating or breaching the walls, floor or ceilings between Lots or within a Lot or modifying the internal layout of Lots from their original configuration or that will or may compromise the structural integrity of a Lot or the Common Property;
- (e) "Common Property" means the area identified as Common Property on the Plan;
- (f) "Developer" means Nest Apartments Pty Ltd ACN 161 213 252, its personnel and all persons authorised by it including without limitation any of the Developer's Mortgagee;
- (g) "Developer's Mortgagee" means any person or corporation who has taken from the Developer a mortgage or charge over any lot and each of the successor's in title to those persons or corporations;
- (h) "Guidelines" means any regulation for the effective management of the Building and administration of these Rules, as determined by the Owners Corporation from time to time;
- (i) "Lot" means a Lot on the Plan;
- (j) "Land" means all the land in the Plan;
- (k) "Nuisance" means a use of property or a course of conduct which Building Management in its absolute discretion considers is or may be an annoyance, disturbance or inconvenience to another Occupier or an interference with the enjoyment of the Common Property or a Lot by an Occupier;
- (l) "Occupier" means any person occupying or in possession of a Lot and may include an Owner;
- (m) "Owner" means the owner of a Lot who is a member of the Owners Corporation;
- (n) "Owners Corporation" means Owners Corporation No.1 on Plan of Subdivision PS 735510C;
- (o) "Owners Corporation Committee" means the Committee elected by the members of the Owners Corporation in accordance with the Owners Corporation Regulations;
- (p) "Owners Corporation Manager" means any manager appointed from time to time by the Owners Corporation pursuant to the Owners Corporation;
- (q) "Owners Corporation Regulations" means the regulations under the *Owners Corporations Regulations 2007* and any amendment to or replacement of those regulations in force from time to time;
- (r) "Plan" means the Plan of Subdivision PS 735510C;
- (s) "Proximity Device" means key, a card, magnetic card, access code and key pad or other device used to open and close doors, gates, locks in respect to a lot or Common Property; and
- (t) "Rules" means the rules for the Owners Corporation as set out in this document.

14.2 GENERAL

- (a) Where these Rules require or provide for the Owners Corporation Manager, the Owners Corporation Committee or Building Management to do something it means that the Owners Corporation Manager, the Owners Corporation Committee or Building Management (as the case may be) has been duly appointed and is acting under the delegated authority of the Owners Corporation to do the relevant act or thing or provide the relevant approval.
- (b) Where in these Rules it refers to Owners Corporation, it may be the case that the Owners Corporation has duly appointed and delegated to the Owners Corporation Manager or Owners Corporation Committee (as the case may be) the power and authority required to do the relevant act or thing referred to in the Rules.

Proposed Budget to apply from 01/07/2014

OC Prescribed PS735510C

89 Gladstone St, South Melbourne VIC 3205

General

Administrative Fund

**Proposed
budget**

Revenue

Levies Due--Admin	226,550.00
<i>Total revenue</i>	226,550.00

Less expenses

Admin--AC--Accounting	1,800.00
Admin--BC--Bank Charges	250.00
Admin--DI--Disbursements	8,500.00
Admin--Management Fees	22,500.00
Insurance--Premiums	21,000.00
Maint Bldg--Building / Facility Management	12,500.00
Maint Bldg--CA--Caretaking	60,000.00
Maint Bldg--Contingency	5,000.00
Maint Bldg--ES--Essential Services	9,000.00
Maint Bldg--GR--General Repairs	5,000.00
Maint Bldg--Lift	8,000.00
Maint Bldg--Lift--Vehicle	5,000.00
Maint Bldg--Recreation Facilities	5,000.00
Maint Bldg--Telephone	1,000.00
Utility--Electricity	42,000.00
Utility--Water & Sewerage	2,000.00
Utility--WM--Waste Management	18,000.00
<i>Total expenses</i>	226,550.00

Surplus/Deficit

	0.00
Opening balance	0.00

Closing balance

	\$0.00
Total units of entitlement	14500
Levy contribution per unit entitlement	\$17.19

Budgeted standard levy revenue	226,550.00
Add GST	22,655.00
Amount to raise in levies including GST	\$249,205.00

Proposed Levy Schedule to apply from 01/07/2014

OC Prescribed PS735510C

89 Gladstone St, South Melbourne VIC 3205

General

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

Lot	Unit	Lot Liability	Admin Fund	Sinking Fund	Total
G1	0	315.00	1,353.45	0.00	1,353.45
101	0	90.00	386.70	0.00	386.70
102	0	75.00	322.25	0.00	322.25
103	0	105.00	451.15	0.00	451.15
201	0	90.00	386.70	0.00	386.70
202	0	75.00	322.25	0.00	322.25
203	0	105.00	451.15	0.00	451.15
601	0	90.00	386.70	0.00	386.70
602	0	105.00	451.15	0.00	451.15
603	0	80.00	343.75	0.00	343.75
604	0	75.00	322.25	0.00	322.25
605	0	105.00	451.15	0.00	451.15
606	0	115.00	494.15	0.00	494.15
701	0	90.00	386.70	0.00	386.70
702	0	105.00	451.15	0.00	451.15
703	0	80.00	343.75	0.00	343.75
704	0	75.00	322.25	0.00	322.25
705	0	105.00	451.15	0.00	451.15
706	0	115.00	494.15	0.00	494.15
801	0	90.00	386.70	0.00	386.70
802	0	105.00	451.15	0.00	451.15
803	0	80.00	343.75	0.00	343.75
804	0	75.00	322.25	0.00	322.25
805	0	105.00	451.15	0.00	451.15
806	0	115.00	494.15	0.00	494.15
901	0	90.00	386.70	0.00	386.70
902	0	105.00	451.15	0.00	451.15
903	0	80.00	343.75	0.00	343.75
904	0	75.00	322.25	0.00	322.25
905	0	105.00	451.15	0.00	451.15
906	0	115.00	494.15	0.00	494.15
1001	0	90.00	386.70	0.00	386.70
1002	0	105.00	451.15	0.00	451.15
1003	0	80.00	343.75	0.00	343.75
1004	0	75.00	322.25	0.00	322.25
1005	0	105.00	451.15	0.00	451.15

1006	0	115.00	494.15	0.00	494.15
1101	0	90.00	386.70	0.00	386.70
1102	0	110.00	472.65	0.00	472.65
1103	0	80.00	343.75	0.00	343.75
1104	0	75.00	322.25	0.00	322.25
1105	0	110.00	472.65	0.00	472.65
1106	0	115.00	494.15	0.00	494.15
1201	0	90.00	386.70	0.00	386.70
1202	0	110.00	472.65	0.00	472.65
1203	0	80.00	343.75	0.00	343.75
1204	0	75.00	322.25	0.00	322.25
1205	0	110.00	472.65	0.00	472.65
1206	0	115.00	494.15	0.00	494.15
1301	0	95.00	408.20	0.00	408.20
1302	0	110.00	472.65	0.00	472.65
1303	0	80.00	343.75	0.00	343.75
1304	0	75.00	322.25	0.00	322.25
1305	0	110.00	472.65	0.00	472.65
1306	0	120.00	515.60	0.00	515.60
1401	0	95.00	408.20	0.00	408.20
1402	0	110.00	472.65	0.00	472.65
1403	0	80.00	343.75	0.00	343.75
1404	0	75.00	322.25	0.00	322.25
1405	0	110.00	472.65	0.00	472.65
1406	0	120.00	515.60	0.00	515.60
1501	0	95.00	408.20	0.00	408.20
1502	0	110.00	472.65	0.00	472.65
1503	0	80.00	343.75	0.00	343.75
1504	0	75.00	322.25	0.00	322.25
1505	0	110.00	472.65	0.00	472.65
1506	0	120.00	515.60	0.00	515.60
1601	0	95.00	408.20	0.00	408.20
1602	0	110.00	472.65	0.00	472.65
1603	0	80.00	343.75	0.00	343.75
1604	0	75.00	322.25	0.00	322.25
1605	0	110.00	472.65	0.00	472.65
1606	0	120.00	515.60	0.00	515.60
1701	0	95.00	408.20	0.00	408.20
1702	0	110.00	472.65	0.00	472.65
1703	0	80.00	343.75	0.00	343.75
1704	0	75.00	322.25	0.00	322.25
1705	0	110.00	472.65	0.00	472.65
1706	0	120.00	515.60	0.00	515.60
1801	0	95.00	408.20	0.00	408.20
1802	0	110.00	472.65	0.00	472.65
1803	0	80.00	343.75	0.00	343.75
1804	0	75.00	322.25	0.00	322.25

1805	0	110.00	472.65	0.00	472.65
1806	0	120.00	515.60	0.00	515.60
1901	0	95.00	408.20	0.00	408.20
1902	0	110.00	472.65	0.00	472.65
1903	0	80.00	343.75	0.00	343.75
1904	0	80.00	343.75	0.00	343.75
1905	0	110.00	472.65	0.00	472.65
1906	0	120.00	515.60	0.00	515.60
2001	0	95.00	408.20	0.00	408.20
2002	0	110.00	472.65	0.00	472.65
2003	0	80.00	343.75	0.00	343.75
2004	0	80.00	343.75	0.00	343.75
2005	0	110.00	472.65	0.00	472.65
2006	0	120.00	515.60	0.00	515.60
2101	0	95.00	408.20	0.00	408.20
2102	0	110.00	472.65	0.00	472.65
2103	0	80.00	343.75	0.00	343.75
2104	0	80.00	343.75	0.00	343.75
2105	0	110.00	472.65	0.00	472.65
2106	0	120.00	515.60	0.00	515.60
2201	0	95.00	408.20	0.00	408.20
2202	0	110.00	472.65	0.00	472.65
2203	0	80.00	343.75	0.00	343.75
2204	0	80.00	343.75	0.00	343.75
2205	0	110.00	472.65	0.00	472.65
2206	0	120.00	515.60	0.00	515.60
2301	0	95.00	408.20	0.00	408.20
2302	0	110.00	472.65	0.00	472.65
2303	0	85.00	365.25	0.00	365.25
2304	0	80.00	343.75	0.00	343.75
2305	0	110.00	472.65	0.00	472.65
2306	0	120.00	515.60	0.00	515.60
2401	0	95.00	408.20	0.00	408.20
2402	0	110.00	472.65	0.00	472.65
2403	0	85.00	365.25	0.00	365.25
2404	0	80.00	343.75	0.00	343.75
2405	0	110.00	472.65	0.00	472.65
2406	0	120.00	515.60	0.00	515.60
2501	0	110.00	472.65	0.00	472.65
2502	0	115.00	494.15	0.00	494.15
2503	0	85.00	365.25	0.00	365.25
2504	0	80.00	343.75	0.00	343.75
2505	0	115.00	494.15	0.00	494.15
2506	0	120.00	515.60	0.00	515.60
2601	0	110.00	472.65	0.00	472.65
2602	0	115.00	494.15	0.00	494.15
2603	0	85.00	365.25	0.00	365.25

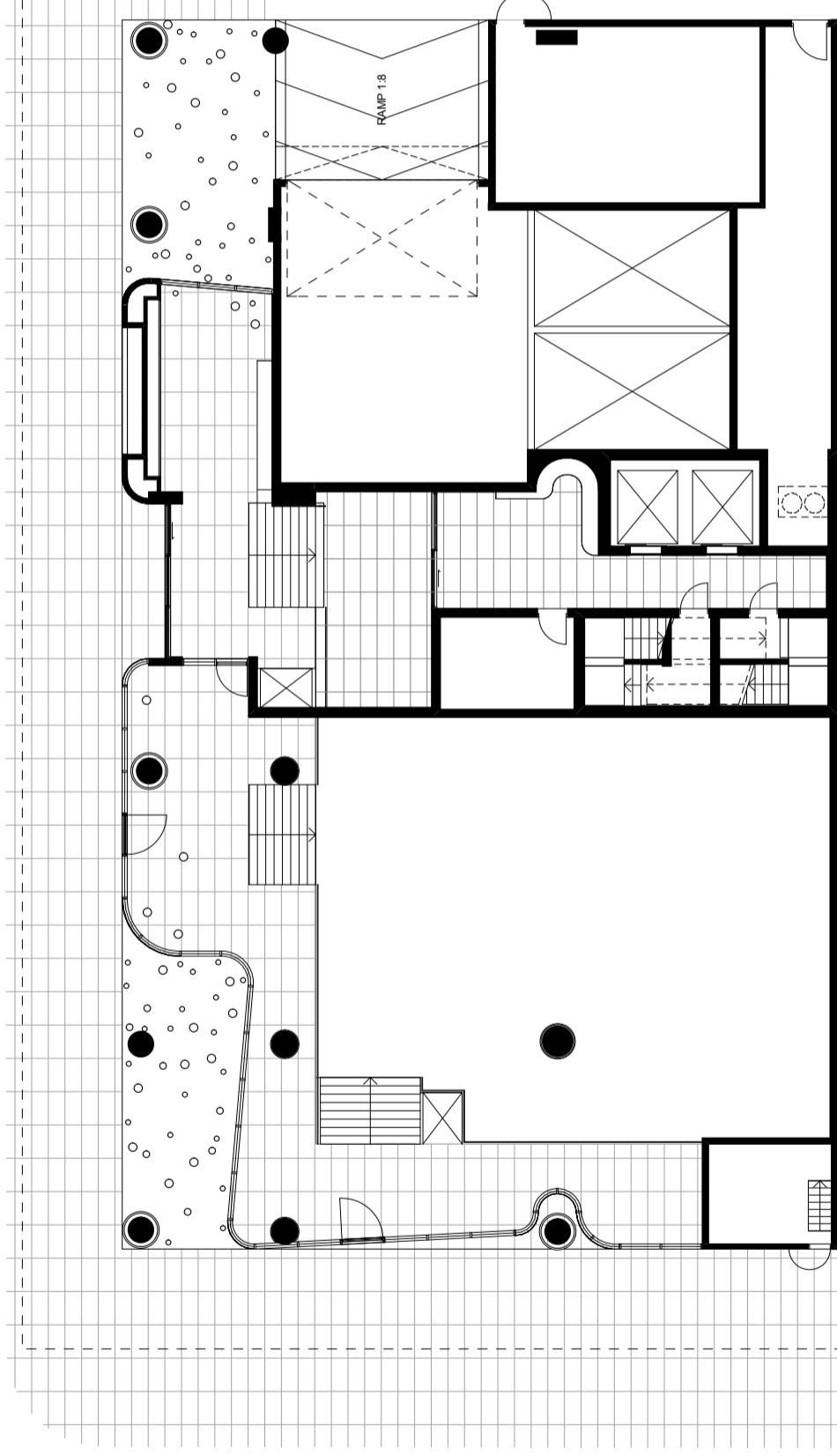
2604	0	80.00	343.75	0.00	343.75
2605	0	115.00	494.15	0.00	494.15
2606	0	125.00	537.10	0.00	537.10
2701	0	110.00	472.65	0.00	472.65
2702	0	115.00	494.15	0.00	494.15
2703	0	85.00	365.25	0.00	365.25
2704	0	80.00	343.75	0.00	343.75
2705	0	115.00	494.15	0.00	494.15
2706	0	125.00	537.10	0.00	537.10
2801	0	110.00	472.65	0.00	472.65
2802	0	115.00	494.15	0.00	494.15
2803	0	85.00	365.25	0.00	365.25
2804	0	80.00	343.75	0.00	343.75
2805	0	115.00	494.15	0.00	494.15
2806	0	125.00	537.10	0.00	537.10
		14,500.00	\$62,303.60	\$0.00	\$62,303.60

Annexure 4

Architectural Plans

GROUND

89 GLADSTONE ST
SOUTH MELBOURNE
VIC 3205

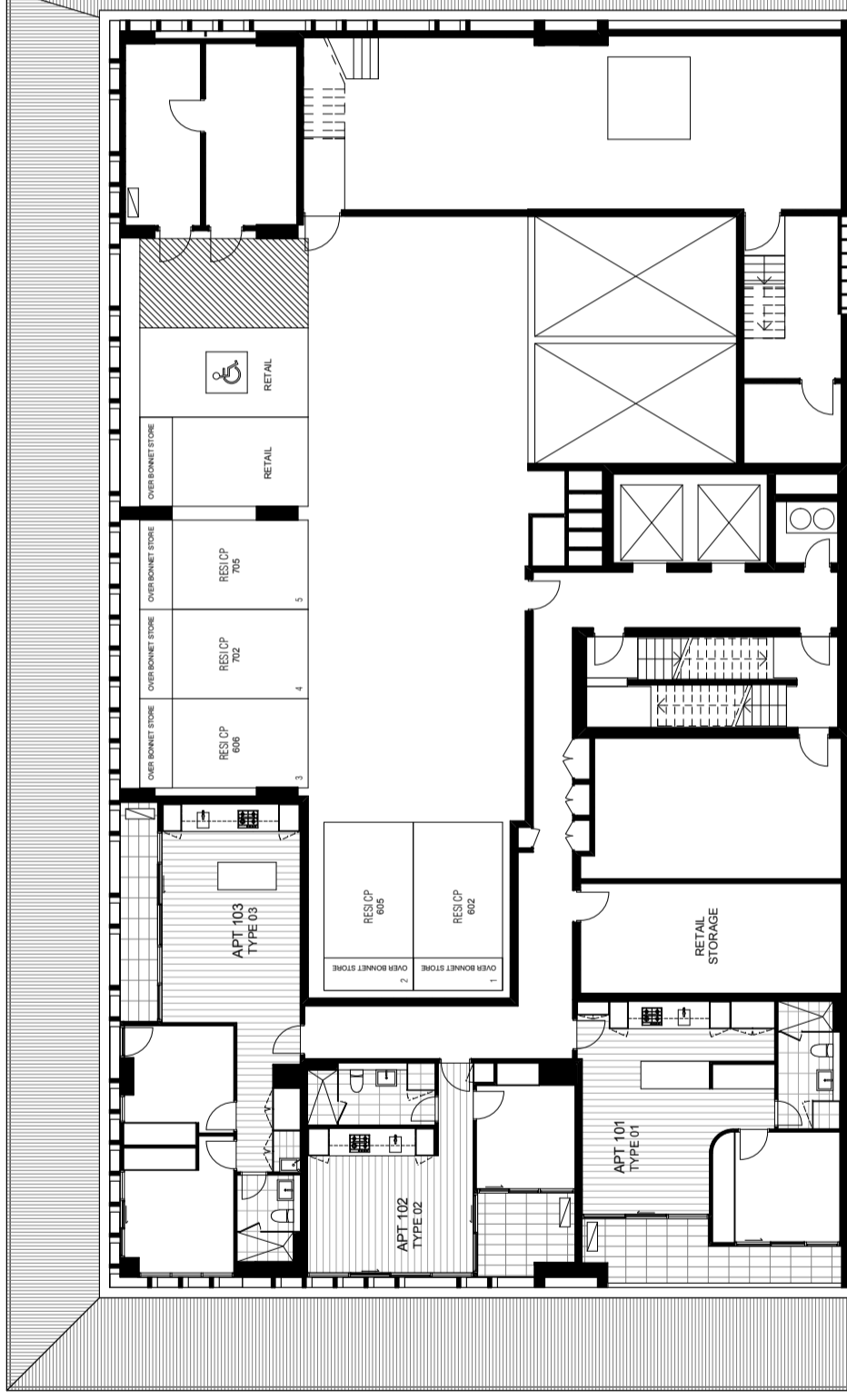


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LEVEL 1

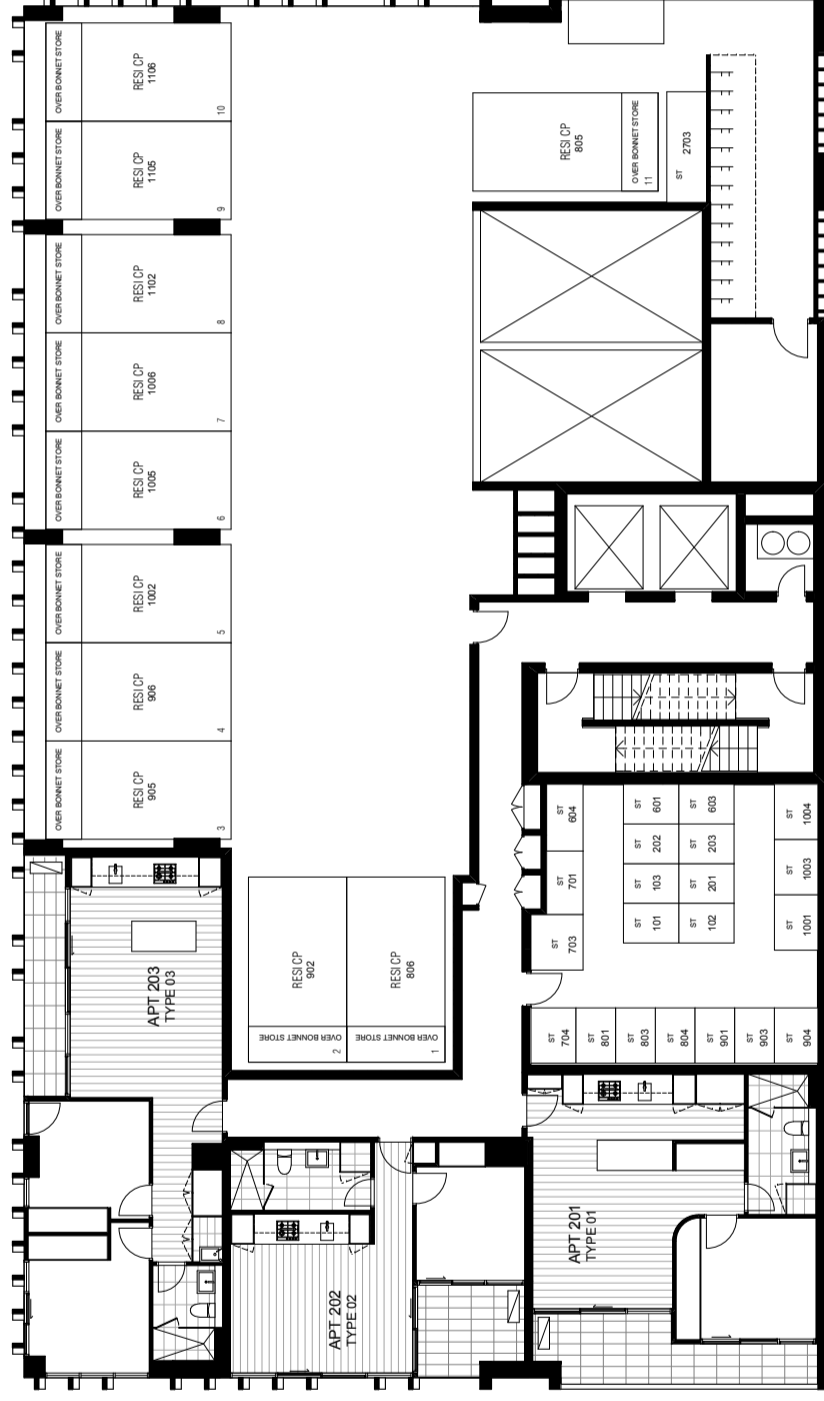
89 GLADSTONE ST
SOUTH MELBOURNE
VIC 3205



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LEVEL 2

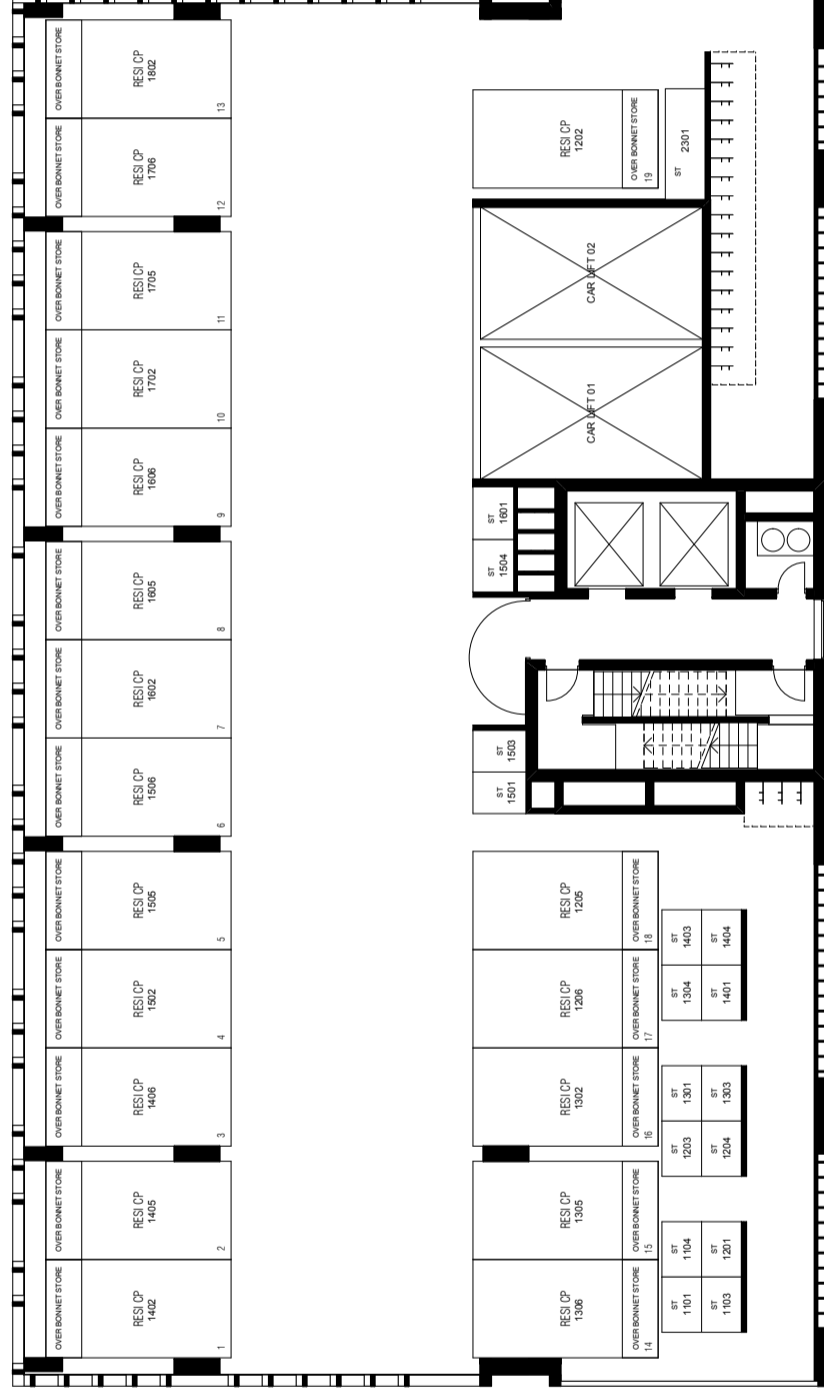
89 GLADSTONE ST
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LEVEL 3

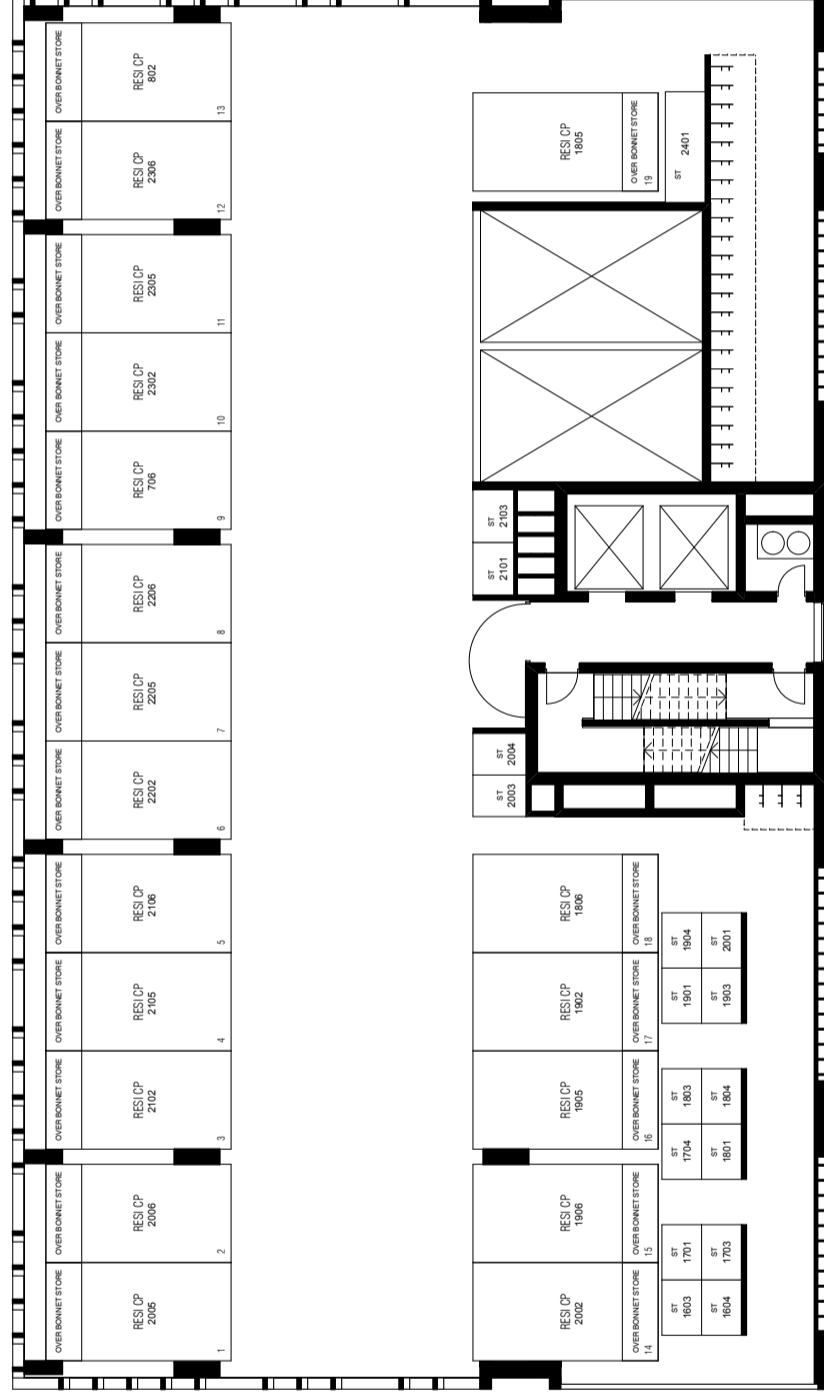
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LEVEL 4

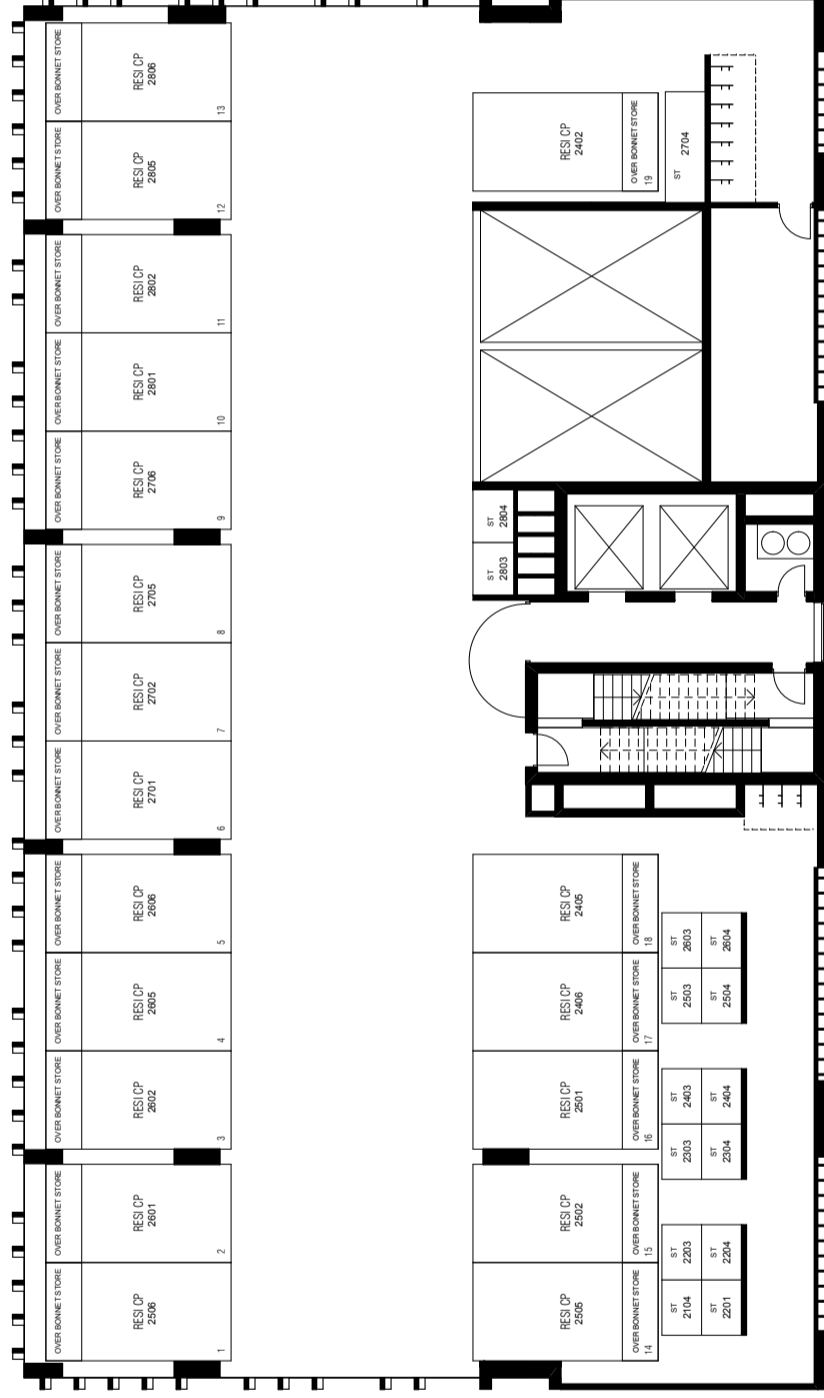
89 GLADSTONE ST
SOUTH MELBOURNE
VIC 3205



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LEVEL 5

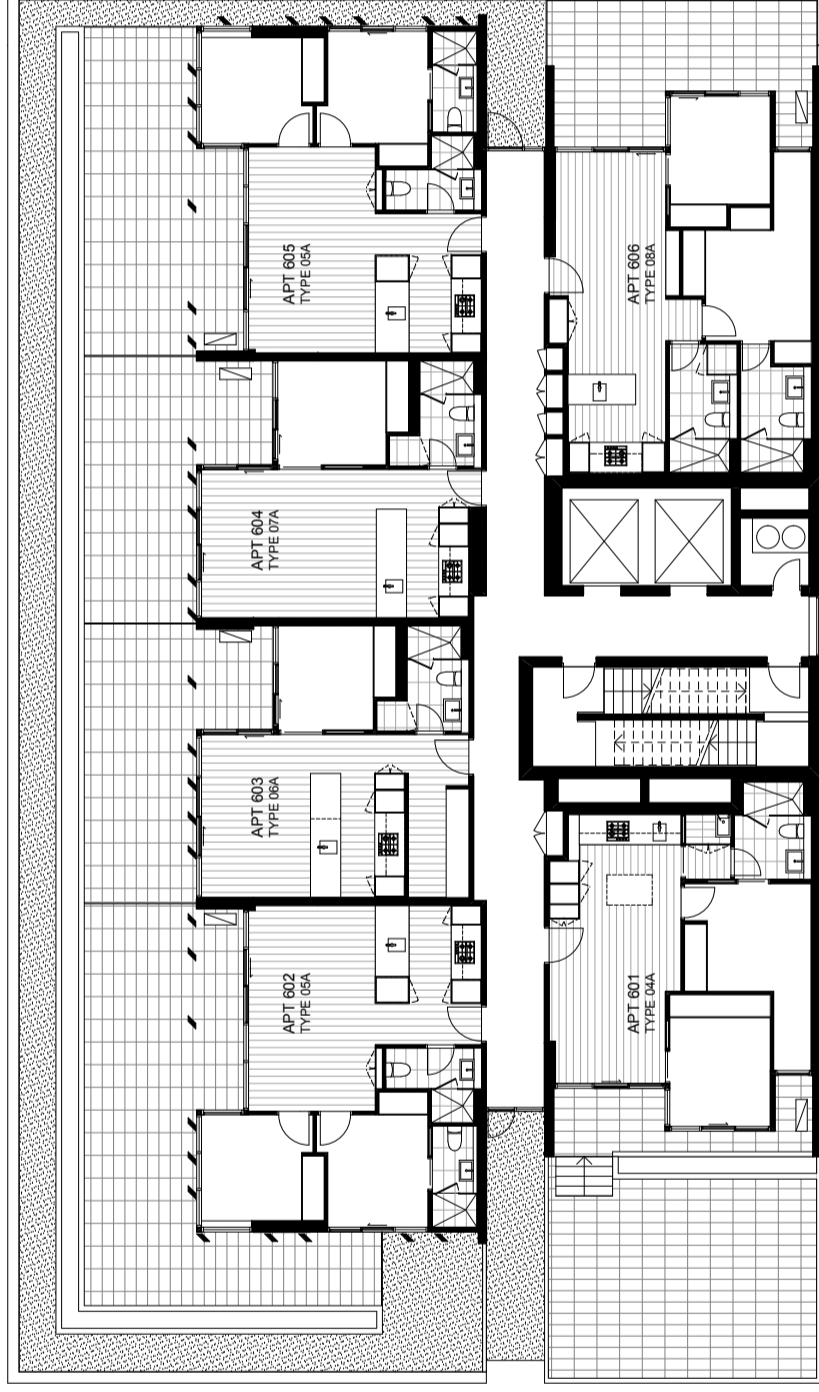
89 GLADSTONE ST
SOUTH MELBOURNE
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LEVEL 6

89 GLADSTONE ST
SOUTH MELBOURNE
VIC 3205



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LEVEL 7

89 GLADSTONE ST
SOUTH MELBOURNE
VIC 3205



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LEVEL 8

89 GLADSTONE ST
SOUTH MELBOURNE
VIC 3205



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LEVEL 9

89 GLADSTONE ST
SOUTH MELBOURNE
VIC 3205



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LEVEL 10

89 GLADSTONE ST
SOUTH MELBOURNE
VIC 3205



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LEVEL 11

89 GLADSTONE ST
SOUTH MELBOURNE
VIC 3205



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LEVEL 12

89 GLADSTONE ST
SOUTH MELBOURNE
VIC 3205



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LEVEL 13

89 GLADSTONE ST
SOUTH MELBOURNE
VIC 3205



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LEVEL 14

89 GLADSTONE ST
SOUTH MELBOURNE
VIC 3205



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LEVEL 15

89 GLADSTONE ST
SOUTH MELBOURNE
VIC 3205



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LEVEL 16

89 GLADSTONE ST
SOUTH MELBOURNE
VIC 3205



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LEVEL 17

89 GLADSTONE ST
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LEVEL 28

89 GLADSTONE ST
SOUTH MELBOURNE
VIC 3205

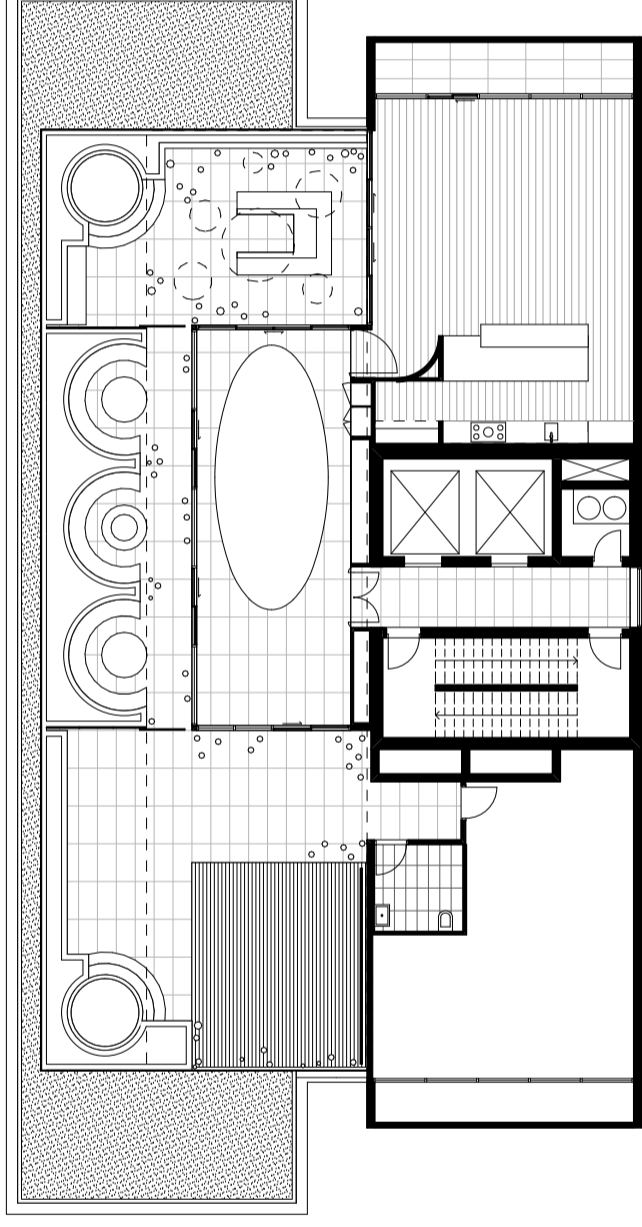


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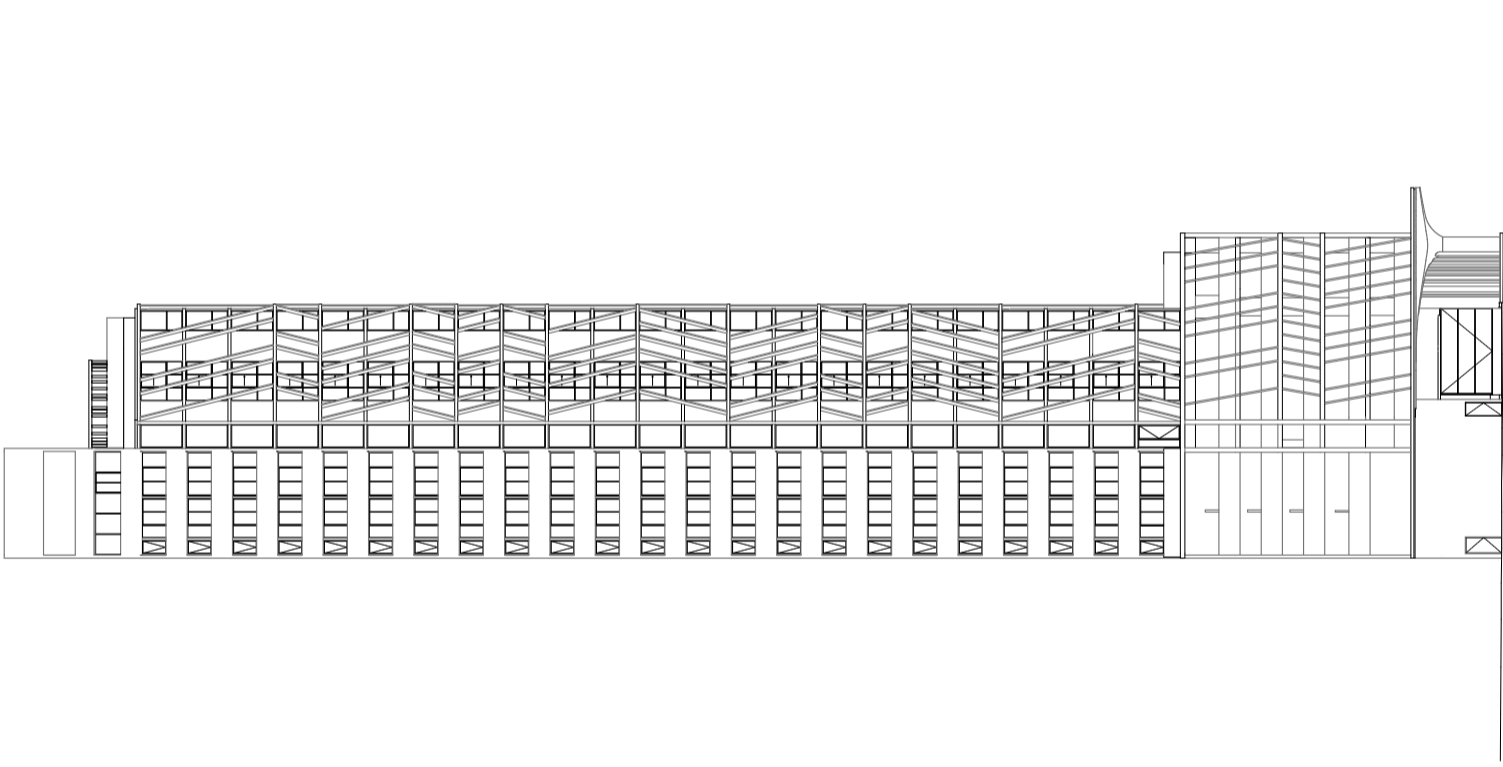
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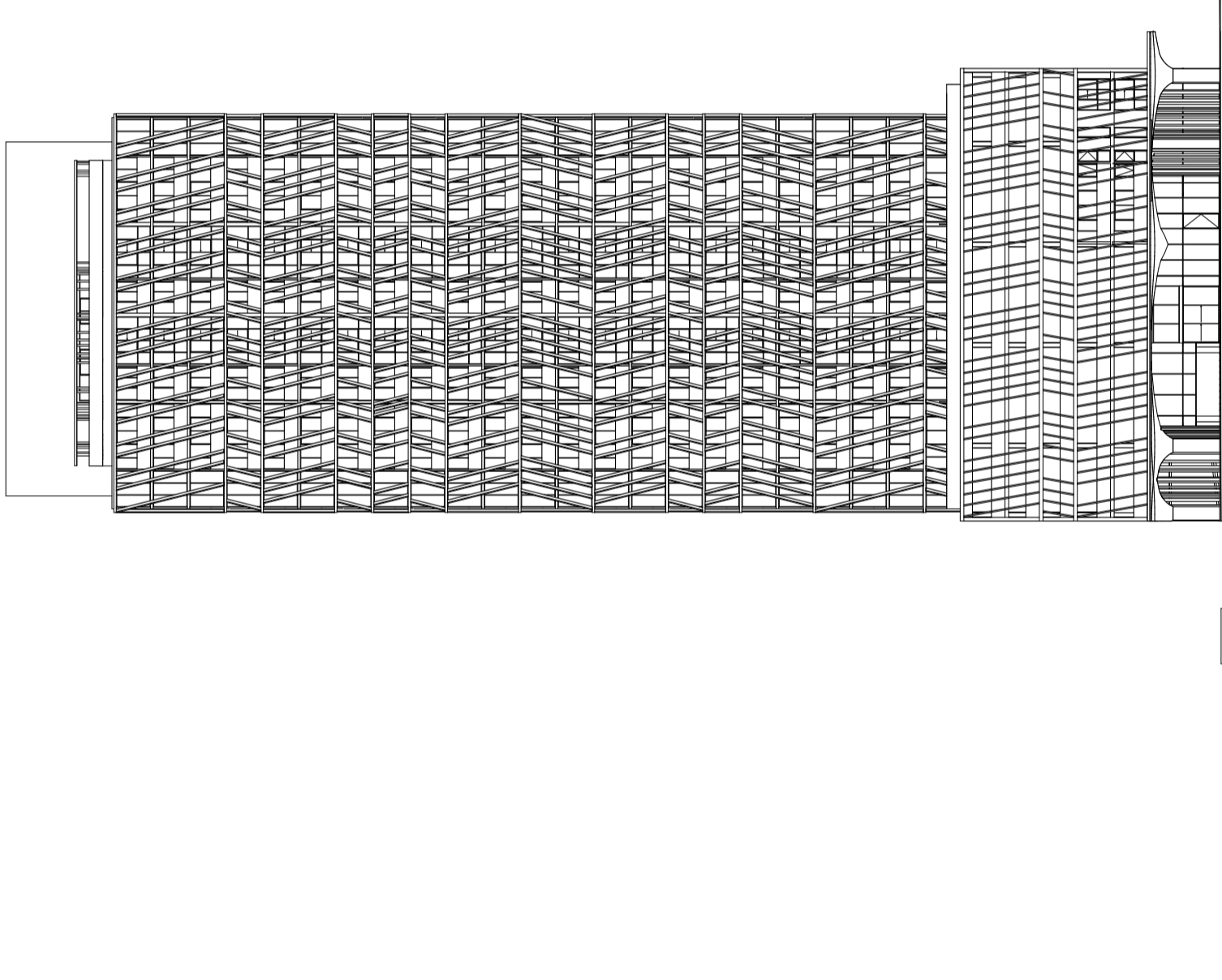
EAST ELEVATION

89 GLADSTONE ST
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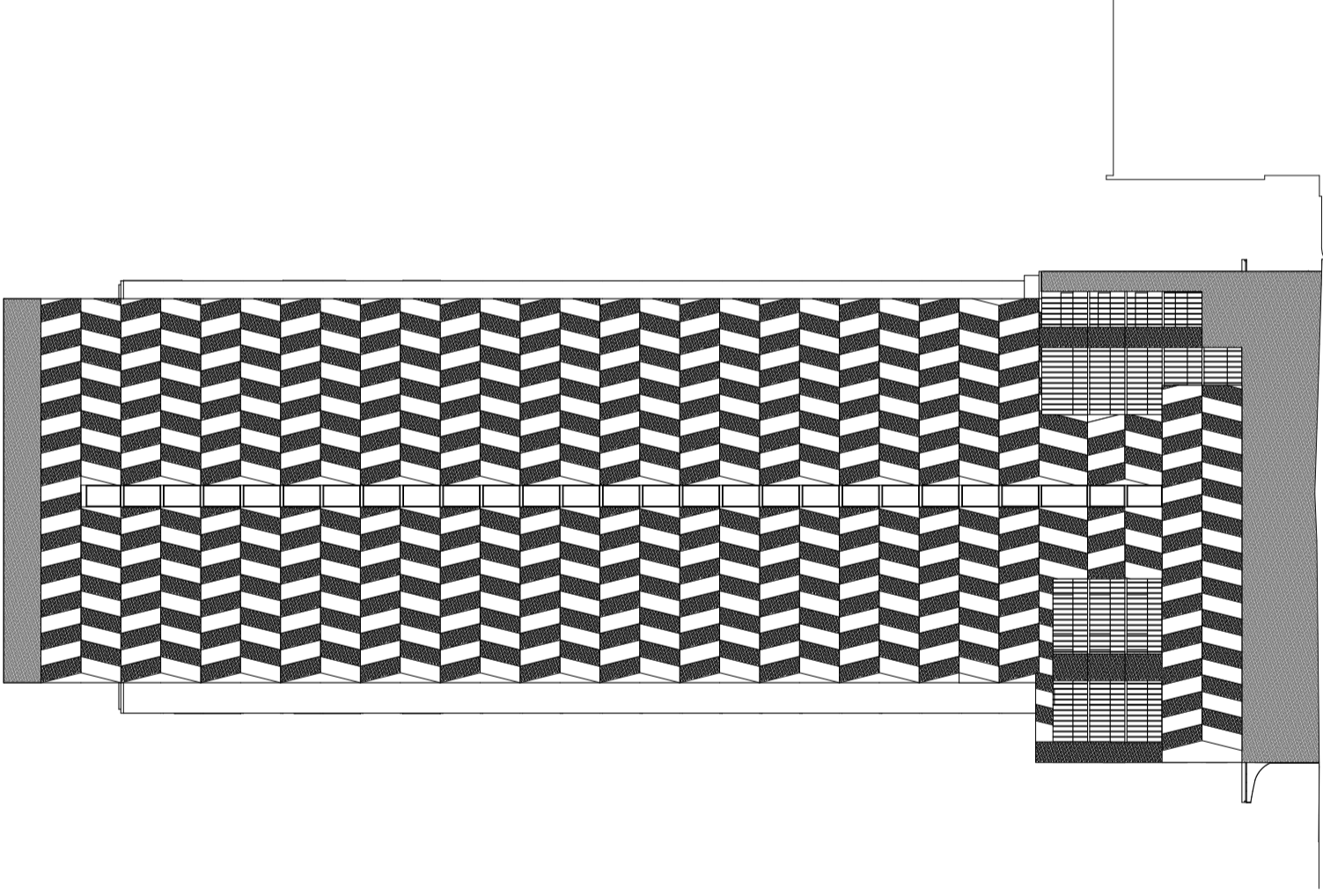
NORTH ELEVATION

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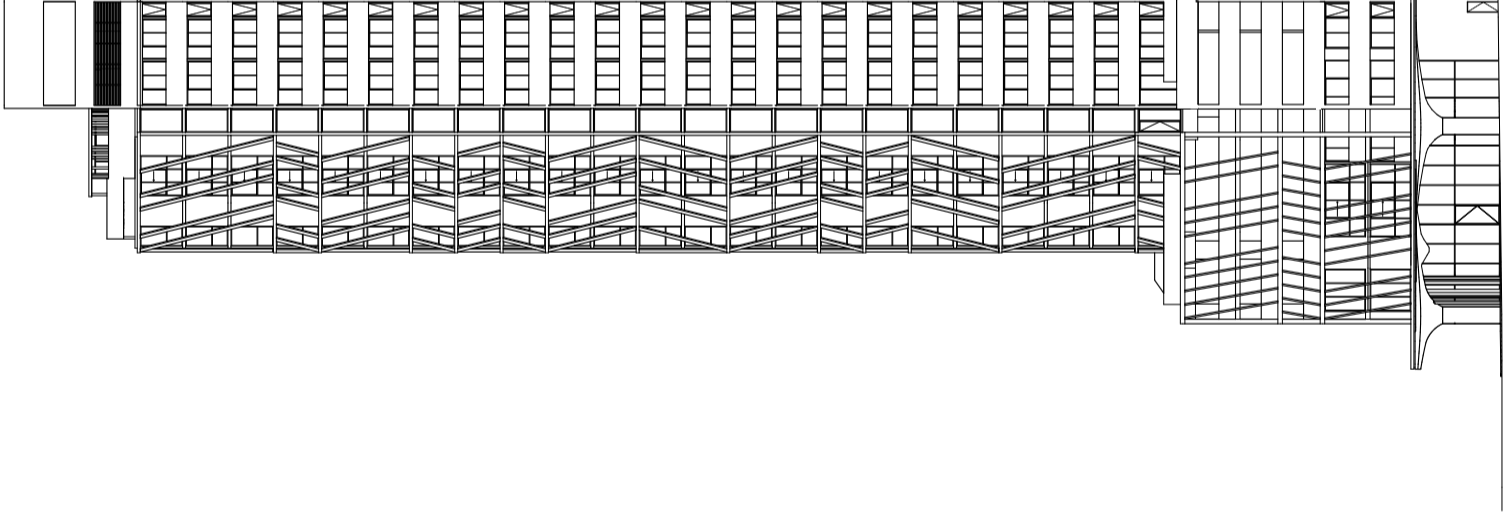
SOUTH ELEVATION

89 GLADSTONE ST
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WEST ELEVATION

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Annexure 5

Planning Permit Conditions



**Minister for Planning
Minister for Multicultural Affairs and Citizenship**

1 Spring Street
Melbourne Victoria 3000 Australia
Telephone: 03 8392 6075
www.vic.gov.au
DX 210292

Our Ref: BMIN021314
File: 2013/002601

RECEIVED
08 SEP 2014
BY: 2928 AC

Blue Earth Pty Ltd
c/o – SJB Pty Ltd
Att: Angela Croome
PO Box 1149
SOUTH MELBOURNE VIC 3205

Dear Ms Croome,

**PORT PHILLIP PLANNING SCHEME PERMIT APPLICATION NO 2013/002601
89-103 GLADSTONE STREET, SOUTH MELBOURNE**

I refer to the above application which was lodged with the Department of Transport, Planning and Local Infrastructure (DTPLI) on 20 March 2013.

As the Responsible Authority for the application, I have determined to grant Planning Permit 2013/002601 subject to conditions. Please find enclosed a copy for your records.

Should you have any queries regarding this matter, please contact Larry Parsons, Director Urban Design and Acting Director Development Approvals on telephone (03) 9094 8401.

Yours sincerely,


MATTHEW GUY MLC
Minister for Planning

Enc. Permit

1.9.14

Privacy Statement

Any personal information about you or a third party in your correspondence will be protected under the provisions of the Information Privacy Act 2000. It will only be used or disclosed to appropriate Ministerial, Statutory Authority, or departmental staff in regard to the purpose for which it was provided, unless required or authorised by law. Enquiries about access to information about you held by the Department should be directed to the Manager Privacy, Department of Transport, Planning and Local Infrastructure, GPO Box 2392, Melbourne, 3001.

PLANNING PERMIT

Permit No.: 2013/002601

Planning Scheme: Port Phillip

Responsible Authority: Minister for Planning

ADDRESS OF THE LAND:

89-103 Gladstone Street, South Melbourne

THE PERMIT ALLOWS:

Demolition of the existing building and use and development of the land of a multi-storey building comprising dwellings and ground floor retail (other than Adult Sex Bookshop, Hotel and Tavern) and a waiver of the loading and unloading requirements of Clause 52.07 of the Port Phillip Planning Scheme

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT

Amended Plans

1. Before the development starts, excluding demolition and site preparation works, amended plans must be submitted and approved to the satisfaction of the Responsible Authority and on approval, will be endorsed by the Responsible Authority and will then form part of this permit. The plans must generally be in accordance with the plans received on 21 May 2014 prepared by *Plus Architects* noted as *Revision 1* submitted as part of the application but modified to show the following:
 - a) Detailed urban design and facade drawings to a scale of 1:100 showing the integration of the clear glazing along Gladstone Street at ground level and the recessed wind mitigation areas to provide visual interest and implement Crime Prevention Through Design (CPTD) principles as outlined by the Safer Design Guidelines for Victoria.
 - b) Elevation details drawn to a scale of 1:100 showing the treatment and articulation of building service areas located within Gladstone Street. The design and materiality of this facade must be of high quality and provide visual interest.
 - c) Provision of bicycle parking spaces and facilities on site in accordance with Clause 52.34 of the Port Phillip Planning Scheme.
 - d) Detailed plan of the indoor/outdoor communal recreation space, including but not limited to, details of acoustic treatments and associated amenities (including toilets and kitchen facilities) and storage areas.
 - e) Any modifications to plans as required by the corresponding Melbourne Water conditions specified below.
 - f) Any modifications to the plans as required by the amended Wind Report condition specified below.
 - g) Any modifications to the plans as required by the amended Traffic Report condition specified below.
 - h) Any modifications to the plans as required by the amended Environmentally Sustainable Design (ESD) report condition specified below.

Layout Not Altered

2. The use or development as shown on the endorsed plans must not be altered in any way without written consent of the Responsible Authority.

Rail Investigation Area

3. Before the development starts, including demolition and site preparation works, a copy of plans and cross sections must be submitted to the Secretary, Department of Transport, Planning and Local Infrastructure which outline the extent of foundations and other works to ensure the impact on future public transport infrastructure in the area is understood and minimised to the satisfaction of the Secretary, Department of Transport, Planning and Local Infrastructure.

Materials and Finishes

4. Before the development starts, excluding demolition and bulk excavation, a facade strategy must be submitted to and approved by the Responsible Authority. The facade strategy for the redevelopment must be generally in accordance with plans prepared by *Plus Architects* received 21 May 2014 and detail a schedule of material, finishes and details, including but not limited to the colour, type of materials (and quality), construction and appearance. The strategy must illustrate the legibility of the proposal from short and distant views, including the extent of facade pattern, level of colours and the ability to provide richness, saturation and depth. Particular attention should be paid to the southern boundary wall of the tower, to ensure proper articulation and visual interest. This can be provided through montages from various vantage points and/or a built model. The facade strategy must be submitted to and be to the satisfaction of the Responsible Authority and when approved will form part of the endorsed plans.
5. Before the development starts, excluding demolition and bulk excavation, a sample board including a colour rendered and notated plan/elevation that illustrates the location and details of all external materials and finishes must be submitted to and be to the satisfaction of the Responsible Authority and when approved will form part of the endorsed plans. All finishes and surfaces of all external buildings and works, including materials and colours must be in conformity with the approved schedule to the satisfaction of the Responsible Authority.
6. Except with the consent of the Responsible Authority, Plus Architects must be retained to complete and provide architectural oversight during construction of the detailed design as shown in the endorsed plans and endorsed schedule of materials to the satisfaction of Responsible Authority.
7. Except with the consent of the Responsible Authority all external glazing must be of a type that does not reflect more than 20% of visible light when measured at an angle of incidence normal to the glass surface.

Melbourne Water

8. No polluted and/or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.
9. Finished floor levels of proposed retail areas must be constructed no lower than 2.4 metres to Australian Height Datum.
10. Finished floor levels of proposed Lift Lobby, Substation, FCR and Gas and Water service areas must be constructed no lower than 3.0 metres to Australian Height Datum.
11. Finished floor levels of proposed car park area and car lifts must be constructed no lower than 1.8 metres to Australian Height Datum.
12. The proposed car park area and car lifts must be constructed no lower than 1.8 metres to Australian Height Datum.
13. The proposed car park area and car lifts on the ground floor must be protected by a self Closing Flood Barrier to a height of no lower than 3.0 metres to Australian Height Datum
14. Prior to commencement of works, design plans of the Self Closing Flood Barrier unit including details of general principles of operation, intake structures, control pit details, alarms, flood

barrier rise times, risk assessment, maintenance schedule and monitoring of operations must be submitted and approved by Melbourne Water.

15. Prior to the completion of works, the landowner/s, must enter into a Section 173 Agreement, with the Responsible Authority and Melbourne Water, which is attached to title. The purpose of the agreement shall be to:
 - a) identify the ground floor car park and car lift areas as being constructed 200mm above the 100-year flood level of 1.6 metres.
 - b) identify the ground floor car park and car lift areas as being constructed below the adopted flood level of 2.4 metres to Australian Height Datum for properties affected by a 0.8 metre rise in sea level by the year 2100.
 - c) identify the use of the Self Closing Flood Barrier to provide protection to the ground floor car park and car lift areas to a level no lower than 3.0 metres to Australian Height Datum. The Self Closing Flood Barrier must provide a 600mm freeboard above the adopted flood level of 2.4 metres to Australian Height Datum.
 - d) identify ongoing maintenance requirements for the life of the Self Closing Flood Barrier. The maintenance plan must be treated as any other essential service with mandatory annual reporting and maintenance servicing.

Amended Wind Report

16. Before the development starts, excluding bulk excavation, an amended comprehensive wind tunnel testing and environmental Wind Climate Assessment report of the development which considers the amended plans required by condition 1 of this permit prepared by a suitably qualified engineering consultant must be undertaken. This report must be generally in accordance with that prepared by ViPAC Engineers and Scientists dated 19 March 2013. Any further modifications required to the development in order to ensure acceptable wind conditions to the surrounding streets, public areas and podium rooftop must be carefully developed as an integrated high quality solution with the architectural and landscape design and not rely on street trees submitted to the satisfaction and be approved by the Responsible Authority. The recommendations of the report must be implemented to the satisfaction of the responsible authority.

Noise Attenuation

17. Before the development starts, excluding demolition and site preparation works, an acoustic report prepared by a qualified acoustic consultant must be submitted to and be to the satisfaction of the Responsible Authority. The report must provide for noise attenuation measures to achieve a maximum noise level of 45dB(A)Leq in unfurnished and uncarpeted habitable rooms with all windows and doors closed, unless there is no suitable air conditioning and/or mechanical ventilation, in which case the maximum noise level of 45dB(A)Leq in unfurnished and uncarpeted habitable rooms must be achieved with all the windows half open and the doors closed. The report must be based on average external noise levels measured as part of a noise level assessment. The recommendations in the approved acoustic report must be implemented, at no cost to the Responsible Authority, prior to the occupation of the dwellings.

Development Contribution

18. Before the development starts, excluding demolition and site preparation works, the owner of the land must enter into agreement(s) pursuant to Section 173 of *the Planning and Environment Act 1987* with the Responsible Authority, the Minister for Planning and, if applicable, the City of Port Phillip and make application to the Registrar of Titles to have the agreement(s) registered on the title to the land under Section 181 of the Act to the satisfaction of the Responsible Authority. The agreement(s) must:
 - a) Require the developer to pay a development contribution of:

- \$15,900 per dwelling,
- \$180 per sqm of gross commercial floor area,
- \$150 per sqm of gross retail floor area,

or other amount outlined within an approved development contribution plan to the satisfaction of the Responsible Authority.

- Require that development contributions are to be indexed quarterly from 1 July 2015 using the Price Index of Output of the Construction Industries (Victoria) by the Australian Bureau of Statistics.
- Require registration of the Agreement on the titles to the affected lands as applicable.
- Include a schedule of the types of infrastructure to be delivered by the Responsible Authority.
- Confirm that contributions will be payable to the Responsible Authority.
- Confirm that the contributions will be used by the Responsible Authority, to deliver the schedule of types of infrastructure.
- Require that payments of 10% is at the time of building permit issue for the development and 90% made prior to the issue of a statement of compliance in accordance with the Subdivision Act 1988.
- Confirm the procedure for refunding monies paid if an approved development contribution plan for the area is less than the amount stipulated in the Section 173 agreement.
- The agreement must make provision for its removal from the land following completion of the obligations contained in the agreement.
- Require a bank guarantee to the value of 50% of the development contribution must be deposited with the Responsible Authority prior to the commencement of any works. The bank guarantee will be returned upon full payment of the development contribution.

The owner of the land to be developed must pay all reasonable legal costs and expenses of this agreement, including preparation, execution and registration on title.

Demolition Management Plan

19. Before the demolition starts, a detailed Demolition Management Plan must be submitted to and approved by the City of Port Phillip. This Demolition Management Plan may be staged and is to provide the following, as applicable:

- The proposed methods of demolition and how retained buildings and works will be protected.
- Operating hours, noise and vibration controls.
- Hoardings and site security.
- Air and dust management.
- Stormwater and sediment control.
- Waste and material reuse.
- Traffic management.
- Public safety, amenity and site security.

Demolition must not commence unless the Responsible Authority is satisfied that the permit holder has made substantial progress towards obtaining the necessary building permits for the development of the land generally in accordance with the development proposed under this permit and the permit holder has entered into a bona fide contract for the construction of the development, or otherwise as agreed with the Responsible Authority.

Construction Management Plan

20. Before the development starts, excluding demolition and site preparation works, a detailed Construction Management Plan (CMP) must be prepared and be approved to the satisfaction of the City of Port Phillip. The CMP must address the following, where applicable:
- Management of public access and linkages around the site during construction.
 - Site access and traffic management (including any disruptions to adjoining vehicular and pedestrian access ways).
 - Any works within the adjoining street network road reserves.
 - Sediment control and site drainage.
 - Hours of construction.
 - Control of noise, dust and soiling of roadways.
 - Discharge of polluted waters.
 - Street trees.
 - Collection and disposal of building and construction waste.

Environmental Audit

21. Before the development starts (or the certification or issue of a Statement of Compliance under the *Subdivision Act 1988*), with the exception of any works required by the Auditor, the Responsible Authority must be provided with:
- a) A Certificate of Environmental Audit in accordance with Section 53Y of the *Environment Protection Act 1970*, or
 - b) A Statement of Environmental Audit under Section 53Z of the *Environment Protection Act 1970*. A Statement must state that the site is suitable for the use and development allowed by this permit.

Where a Statement of Environmental Audit is provided, all the conditions of the Statement of Environmental Audit must be complied with to the satisfaction of the Responsible Authority, prior to commencement of use of the site. Written confirmation of compliance must be provided by a suitably qualified environmental professional or other suitable person acceptable to the Responsible Authority. In addition, sign off must be in accordance with any requirements in the Statement conditions regarding verification of works.

If there are conditions on a Statement of Environmental Audit that the Responsible Authority considers require significant ongoing maintenance and/or monitoring, the applicant must enter into a Section 173 Agreement under the *Planning and Environment Act 1987*. The Agreement must be executed on title prior to the commencement of the use and prior to the issue of a Statement of Compliance under the *Subdivision Act 1988*. The applicant must meet all costs associated with drafting and execution of the Agreement, including those incurred by the Responsible Authority.

Remnant Industrial Uses

22. Before the development starts, excluding demolition and bulk excavation, a land use and interface amenity assessment prepared by a suitably qualified consultant which considers the impact of surrounding remnant industrial uses on sensitive land uses within the development must be submitted to and be to the satisfaction of the Responsible Authority. The remnant industrial land use assessment must assess airborne and other contaminants and determine the steps/ design changes required to the development (if any) to ensure the continued operation of adjacent businesses and a reasonable level of amenity for future residents. The assessment must consider statutory regulations and any other relevant best practice guidelines of the Environmental Protection Agency.

Environmentally Sustainable Design (ESD)

23. Before the development starts, excluding demolition and site preparation works, an amended Environmentally Sustainable Design report by an accredited professional which assesses the plans received on 21 May 2014 and further amended under condition 1 of this permit must be submitted to and approved by the Responsible Authority demonstrating a minimum average 6 star energy rating for the dwellings. The report must document the energy efficiency measures and techniques integrated into the dwellings, including details of any Water Sensitive Urban Design. The development must comply with this report. The details of the report must not be altered unless with the prior written consent of the Responsible Authority.

Traffic Management, Car Parking, Loading and Unloading and Bicycle Facilities

24. Before the development starts, excluding demolition and site preparation works, a traffic engineering assessment including functional layout plans, turning circles and other supporting information as appropriate must be prepared and submitted to the Responsible Authority. The report must be generally in accordance with that submitted with the application but updated to reflect the modified plans received on 21 May 2014 prepared by Plus Architecture. The report must include an assessment of the functional operation of all accessways, car parks and surrounding laneways. The recommendations of this report must be integrated into the design of the building and implemented to the satisfaction of the City of Port Phillip.
25. The internal design of the car park and loading docks, the positioning of boom gates, card readers, control equipment, including car park control points, and ramp grades must be generally in accordance with the Australian and New Zealand Standard 2890.1-2004.
26. The areas for the parking of vehicles must be clearly indicated on the floor and the boundaries of all car parking spaces and access lanes and the direction in which vehicles should proceed along the access lanes must be in conformity with the endorsed plans. The car parking spaces must not be used for any other purpose and all access aisles must be kept clear. Priority should be given to pedestrians on the street over vehicles entering/exiting the building.
27. The areas set aside for the parking of vehicles within the site must not be operated as a public car parking facility.
28. The loading and unloading of goods from vehicles shall not obstruct access to the car park of the development to the satisfaction of the Responsible Authority.
29. Bicycle parking and facilities must be provided, located and appropriately signed generally in accordance with Clause 52.34 of the Port Phillip Planning Scheme to the satisfaction of the Responsible Authority.
30. Before the occupation of the development, car park signage is required at each ramp to ensure drivers know where each ramp leads, particularly if visitor parking is provided on-site. Line marking is required to ensure appropriate movements are made within drop-off and access areas to the satisfaction of the City of Port Phillip.

Waste Management

31. Waste storage and collection arrangements must be generally in accordance and consistent with the approved Waste Management Plan prepared by Leigh Design dated 20 March 2013. The waste storage and collection arrangements must not be altered or modified without the prior consent of the City of Port Phillip.
32. No garbage bin or surplus materials generated by the permitted use may be deposited or stored outside the site and bins must be returned to the garbage storage areas as soon as practicable after garbage collection.

Mechanical Exhaust Systems

33. All mechanical exhaust systems for the car park hereby approved must be located and sound attenuated to prevent noise and general nuisance to the occupants of the surrounding properties, to the satisfaction of the Responsible Authority.

Building Appurtenances

34. All building plant and equipment on the roofs, balcony areas, common areas, public thorough fares are to be concealed to the satisfaction of the Responsible Authority. The construction of any additional plant, machinery or other equipment, including but not limited to all service structures down pipes, aerials, satellite dishes, air-conditioning, equipment, ducts, flues, all exhausts including car parking and communications equipment must include appropriate screening to the satisfaction of the Responsible Authority.
35. Any satellite dishes, antennas or similar structures associated with the development must be designed and located at a single point on each building in the development to the satisfaction of the Responsible Authority, unless otherwise approved to the satisfaction of the Responsible Authority.

3D Model

36. Before the development starts, excluding demolition and site preparation works, a 3D digital model of the overall development and its immediate surrounds, as appropriate, must be submitted to the Responsible Authority and be to the satisfaction of the Responsible Authority in conformity with the technical conditions specified by the Responsible Authority.

In the event that substantial modifications are made to the overall development a revised 3D digital model must be submitted to and be to the satisfaction of the Responsible Authority.

Drainage / Recycled Water / Infrastructure

37. Before the development starts, excluding demolition and site preparation works, a detailed plan showing the proposed stormwater drainage system design must be submitted to and approved by the City of Port Phillip. The plan must have regard to the *Best Practice Environmental Management Guidelines for Urban Stormwater* and incorporate water sensitive urban design principles. The stormwater drainage system must be constructed for the development and provisions made to connect this system to Council's underground stormwater drainage system and, where necessary, upgrade the system to accept the discharge from the site in accordance with plans and specifications first approved by the City of Port Phillip.
38. The development must include dual reticulation and a connection point to connect to a potential future precinct scale alternative water supply via a third pipe network unless otherwise agreed to by the relevant water authority.

Landscaping

39. The landscaping as shown on the endorsed Landscape Plan must be carried out and completed to the satisfaction of the Responsible Authority before the occupation of the development, the commencement of the use or at such later date as is approved by the Responsible Authority in writing.
40. The landscaping as shown the endorsed Landscape Plan must be maintained, and any dead, diseased or damaged plant replaced in accordance with the landscaping plan to the satisfaction of the Responsible Authority.
41. Any trees in the adjoining streets which are shown on the endorsed plans to be removed, relocated or replaced must not be removed, lopped or pruned without the prior consent of the City of Port Phillip. All costs in connection with the removal/relocation or replacement of the trees must be met by the developer.

Advertising Signs

42. No advertising signs shall be erected, illuminated, floodlit, animated, painted or displayed on the land without the permission of the Responsible Authority unless in accordance with the provisions of the Port Phillip Planning Scheme.

Public Areas

43. All public lighting should conform to AS1158, AS3771 and the Public Lighting Code September 2001 and must be designed, baffled and located to the satisfaction of the Responsible Authority.

44. The owner of the subject land must reconstruct the footways adjacent the subject land in accordance with plans and specifications first approved by the City of Port Phillip.

Permit Expiry:

45. In accordance with section 68 of the Planning and Environment Act 1987, this permit will expire if one of the following circumstances applies:

- The development is not started within three (3) years of the date of this permit.
- The development is not completed within five (5) years of the date of this permit.
- The use does not start within two years of completion of each stage of the development.

In accordance with *Section 69 of the Planning and Environment Act 1987*, the Responsible Authority may extend the permit if a request is made in writing before the permit expires, or within six months afterwards. The Responsible Authority may extend the time for completion of the development if a request is made in writing within 12 months after the permit expires and the development started lawfully before the permit expired.

Date Issued:

1.9.14

Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.

Signature for the Responsible Authority:



Notes:

- The Metropolitan Planning Authority (MPA) will be the Responsible Authority for all conditions of this permit which are required to be to the satisfaction of the Responsible Authority from 1 October 2014.
- The development must provide for and meet the requirements of the Australian Government Department of Broadband, Communications and Digital Economy publication *Fibre in new developments; policy update* dated 22 June 2011 (as amended).
- The owners and occupiers of the development allowed by this permit will not be eligible for Council resident or visitor parking permits.
- Building projections over Crown Land may require licensing or a tenure/authorisation, pursuant to the Land Act from the Department of Sustainability and Environment.
- It is the permit holder's responsibility to obtain the necessary approvals from relevant authorities prior to the removal and/or relocation of any services or infrastructure.
- If further information is required in relation to Melbourne Waters' permit conditions shown above, please contact Melbourne Water on telephone 9679 7517, quoting Melbourne Water's reference 220310.
- Any recreational facilities within the building must only be accessible to persons who are residents or guests of the residents. It is the responsibility of the management to ensure that access is restricted to persons registered to stay on the premises and their guests who hold a security pass or key to a room on the relevant date.
- The development must provide the capacity for television signal distribution to each dwelling and any satellite dish, antenna or similar structure must be designed and located at a single point on each tower to the satisfaction of the Responsible Authority.

IMPORTANT INFORMATION ABOUT THIS NOTICE

WHAT HAS BEEN DECIDED

The Responsible Authority has issued a permit. (Note: This is not a permit granted under Division 5 or 6 of Part 4 of the *Planning and Environment Act 1987*.)

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

The Responsible Authority may amend this permit under Division 1A of Part 4 of the *Planning and Environment Act 1987*.

WHEN DOES A PERMIT BEGIN?

A permit operates:

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

WHEN DOES A PERMIT EXPIRE?

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

WHAT ABOUT APPEALS?

- * The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- * An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- * An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- * An application for review must be made on an Application for Review form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- * An application for review must state the grounds upon which it is based.
- * An application for review must also be served on the Responsible Authority.
- * Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

DATED

2014

VENDOR:

**NEST MELBOURNE PTY LTD
(ACN 161 213 252)**

PURCHASER:

Contract of Sale of Real Estate

(Property)



Level 12
575 Bourke Street
Melbourne Vic 3000
Tel: +61 3 9628 4100
Fax: +61 3 9620 0711
Reference: TJB: 2141733
www.logielaw.com

Vendor's Statement

Dated

NEST MELBOURNE PTY LTD
(ACN 161 213 252)

(Vendor)

Lot _____

89-103 Gladstone St South Melbourne 3205

(Property)



Level 12
575 Bourke Street
Melbourne Vic 3000
Tel: +61 3 9628 4100
Fax: +61 3 9620 0711
Reference: TJB: 2141733
www.logielaw.com

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.

consumer.vic.gov.au/duediligencechecklist



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

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.

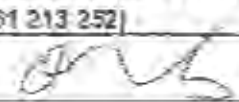
Where marked "+" below, the authority of a person signing under a power of attorney, as a director of a corporation or as an agent authorized in writing must be added in the vendor or purchaser's name or signature box. A corporation's ACN or ABN should also be included.

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

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	Lot 89-103 Gladstone Street South Melbourne 3205	
Vendor's name	NEST MELBOURNE PTY LTD (ACN 161 213 252)	Date 5 / 1 / 2014
Vendor's signature		
Purchaser's name		Date / / 2014
Purchaser's signature		
Purchaser's name		Date / / 2014
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 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)

(b) *Are contained in the attached certificate/s.

(d) *There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge¹, which are not included in items 1.1(a), (b) or (c) above; other than any amounts described in this rectangular box.

\$

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

\$

To

Other particulars (including dates and times of payments):

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 2.1 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

¹ Other than any GST payable in accordance with the contract.

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

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

*Is in the attached copies of title document/s.

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

None to the Vendor's knowledge

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

*The required specified information is as follows:

(a) Name of planning scheme	Port Philip Planning Scheme
(b) Name of responsible authority	Port Phillip
(c) Zoning of the land	Capital City Zone – Schedule 1 (CCZ1) Schedule to the Capital City Zone – Schedule 1
(d) Name of planning overlay	Development Contributions Plan Overlay (DCPO) Development Contributions Plan Overlay – Schedule 2 (DCPO2) Parking Overlay (PO) Parking Overlay – Precinct 1 Schedule (PO1) Special Building Overlay – (SBO) Special Building Overlay Schedule (SBO) Heritage Overlay (HO)

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

*Are contained in the attached certificates and/or statements.

4.2 Agricultural Chemicals

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

None to the Vendor's knowledge

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:

None to the Vendor's knowledge

5. BUILDING PERMITS

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 as follows:

Not Applicable

6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act* 2006.

6.2 *Attached is the information prescribed for the purposes of action 151(4)(a) of the *Owner Corporations Act* 2006 and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.

7. *GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable

8. SERVICES

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

Electricity supply Gas supply Water supply Sewerage Telephone services

9. TITLE

Attached are copies of the following documents:

9.1 *(a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

(b) *Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

10.2 Staged Subdivision

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

Not applicable

10.3 Further Plan of Subdivision

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

Not applicable

11. *DISCLOSURE OF ENERGY INFORMATION

Not applicable

12. 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.)

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is a Law Institute of Victoria published "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

Schedule 1 Title

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

Page 1 of 1

VOLUME 04925 FOLIO 924

Security no : 124052683454E
Produced 23/10/2014 01:28 pm

LAND DESCRIPTION

Lot 1 on Title Plan 809416V.
PARENT TITLE Volume 01448 Folio 538
Created by instrument 1190795 31/10/1924

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
NEST MELBOURNE PTY LTD of UNIT 46 LEVEL 1 255 DRUMMOND STREET MELBOURNE VIC
3000
AK201947F 21/02/2013

ENCUMBRANCES, CAVEATS AND NOTICES

CAVEAT AK541402C 21/08/2013
Caveator
CITIPOWER PTY
Capacity SEE CAVEAT
Lodged by
CITIPOWER PTY
Notices to
CITIPOWER PTY of "COMPANY SECRETARY" 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.

DIAGRAM LOCATION

SEE TP809416V FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 89-103 GLADSTONE STREET SOUTH MELBOURNE VIC 3205

DOCUMENT END

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

Page 1 of 1

VOLUME 03526 FOLIO 014

Security no : 124052683452G
Produced 23/10/2014 01:28 pm

LAND DESCRIPTION

Lot 1 on Title Plan 809407W.
PARENT TITLE Volume 01355 Folio 948
Created by instrument E294073 03/02/1972

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
NEST MELBOURNE PTY LTD of UNIT 46 LEVEL 1 255 DRUMMOND STREET MELBOURNE VIC
3000
AK201947F 21/02/2013

ENCUMBRANCES, CAVEATS AND NOTICES

CAVEAT AK541402C 21/08/2013
Caveator
CITIPOWER PTY
Capacity SEE CAVEAT
Lodged by
CITIPOWER PTY
Notices to
CITIPOWER PTY of "COMPANY SECRETARY" 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.

DIAGRAM LOCATION

SEE TP809407W FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 89-103 GLADSTONE STREET SOUTH MELBOURNE VIC 3205

DOCUMENT END

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

Page 1 of 1

VOLUME 06455 FOLIO 971

Security no : 124052683449K
Produced 23/10/2014 01:28 pm

LAND DESCRIPTION

Lot 1 on Title Plan 809422B.
PARENT TITLE Volume 02128 Folio 576
Created by instrument 1812812 21/04/1941

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
NEST MELBOURNE PTY LTD of UNIT 46 LEVEL 1 255 DRUMMOND STREET MELBOURNE VIC
3000
AK201947F 21/02/2013

ENCUMBRANCES, CAVEATS AND NOTICES

CAVEAT AK541402C 21/08/2013
Caveator
CITIPOWER PTY
Capacity SEE CAVEAT
Lodged by
CITIPOWER PTY
Notices to
CITIPOWER PTY of "COMPANY SECRETARY" 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.

DIAGRAM LOCATION

SEE TP809422B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 89-103 GLADSTONE STREET SOUTH MELBOURNE VIC 3205

DOCUMENT END

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

Page 1 of 1

VOLUME 06455 FOLIO 970

Security no : 124052683453F
Produced 23/10/2014 01:28 pm

LAND DESCRIPTION

Lot 1 on Title Plan 809419P.
PARENT TITLE Volume 01009 Folio 677
Created by instrument 1812812 21/04/1941

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
NEST MELBOURNE PTY LTD of UNIT 46 LEVEL 1 255 DRUMMOND STREET MELBOURNE VIC
3000
AK201947F 21/02/2013

ENCUMBRANCES, CAVEATS AND NOTICES

CAVEAT AK541402C 21/08/2013
Caveator
CITIPOWER PTY
Capacity SEE CAVEAT
Lodged by
CITIPOWER PTY
Notices to
CITIPOWER PTY of "COMPANY SECRETARY" 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.

DIAGRAM LOCATION

SEE TP809419P FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 89-103 GLADSTONE STREET SOUTH MELBOURNE VIC 3205

DOCUMENT END

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

Page 1 of 1

VOLUME 05551 FOLIO 093

Security no : 124052683450J
Produced 23/10/2014 01:28 pm

LAND DESCRIPTION

Lot 1 on Title Plan 809418R.
PARENT TITLE Volume 01355 Folio 947
Created by instrument 1418371 21/06/1929

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
NEST MELBOURNE PTY LTD of UNIT 46 LEVEL 1 255 DRUMMOND STREET MELBOURNE VIC
3000
AK201947F 21/02/2013

ENCUMBRANCES, CAVEATS AND NOTICES

CAVEAT AK541402C 21/08/2013
Caveator
CITIPOWER PTY
Capacity SEE CAVEAT
Lodged by
CITIPOWER PTY
Notices to
CITIPOWER PTY of "COMPANY SECRETARY" 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.

DIAGRAM LOCATION

SEE TP809418R FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 89-103 GLADSTONE STREET SOUTH MELBOURNE VIC 3205

DOCUMENT END

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

Page 1 of 1

VOLUME 03776 FOLIO 169

Security no : 124052683451H
Produced 23/10/2014 01:28 pm

LAND DESCRIPTION

Lot 1 on Title Plan 809412E.
PARENT TITLE Volume 01434 Folio 675
Created by instrument D260891 04/12/1968

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
NEST MELBOURNE PTY LTD of UNIT 46 LEVEL 1 255 DRUMMOND STREET MELBOURNE VIC
3000
AK201947F 21/02/2013

ENCUMBRANCES, CAVEATS AND NOTICES

CAVEAT AK541402C 21/08/2013
Caveator
CITIPOWER PTY
Capacity SEE CAVEAT
Lodged by
CITIPOWER PTY
Notices to
CITIPOWER PTY of "COMPANY SECRETARY" 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.

DIAGRAM LOCATION

SEE TP809412E FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 89-103 GLADSTONE STREET SOUTH MELBOURNE VIC 3205

DOCUMENT END

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Document Type	plan
Document Identification	TP809416V
Number of Pages (excluding this cover sheet)	1
Document Assembled	23/10/2014 13:30

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TITLE PLAN	EDITION 1	TP 809416V
------------	-----------	------------

<p>Location of Land</p> <p>Parish: CITY OF SOUTH MELBOURNE PARISH OF MELBOURNE SOUTH Township: Section: 57A Crown Allotment: 11 (PT) Crown Portion:</p> <p>Last Plan Reference: Derived From: VOL 4925 FOL 924 Depth Limitation: NIL</p>	<p>Notations</p> <p>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</p>
---	--

Description of Land / Easement Information

THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT
 COMPILED: 08/04/2000
 VERIFIED: P.C.

All that piece of Land, delineated and coloured red on the map in the margin being part of Crown Allotment Eleven Section----- Fifty-seven^A City and Parish of South Melbourne County of Bourke Together with a right of carriage way over the roads coloured brown on the said map - - - - -

COLOUR CODE

- BR = BROWN
- R = RED

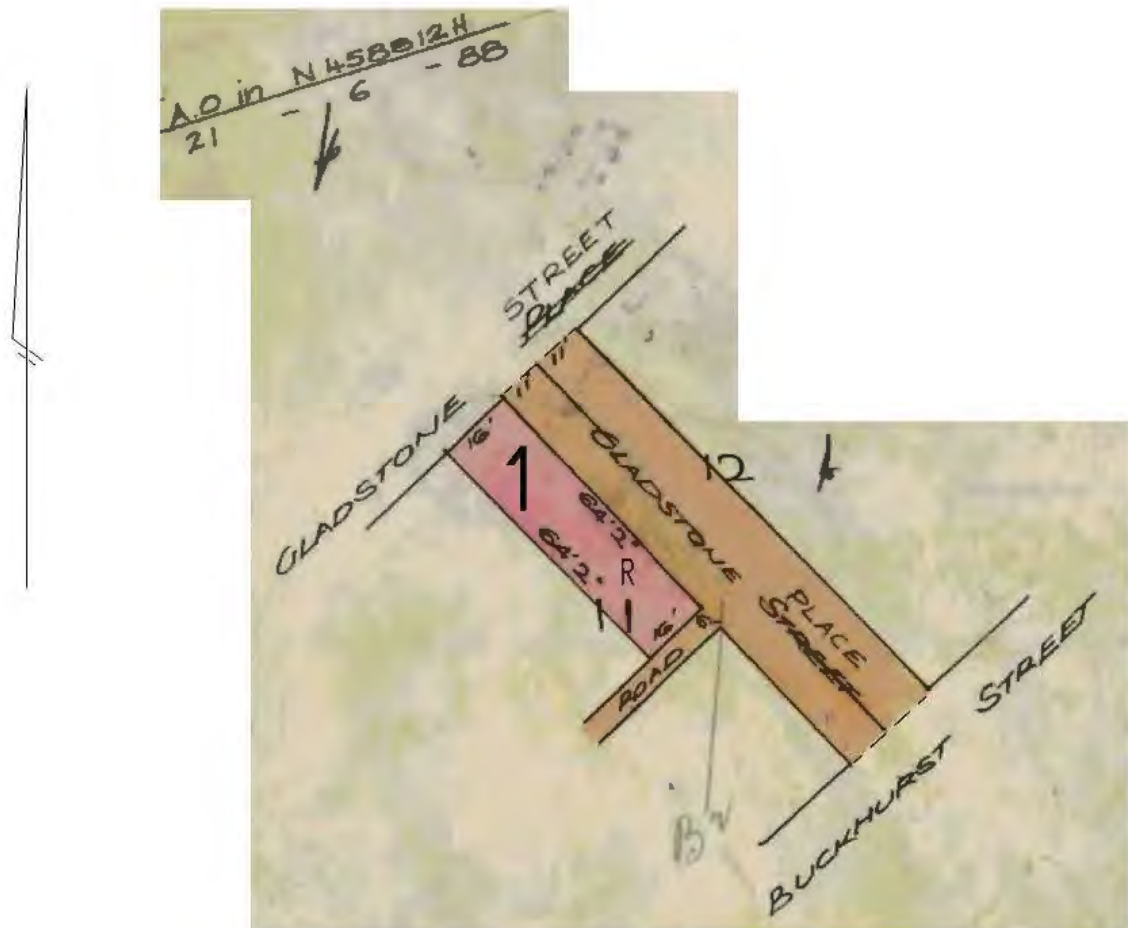


TABLE OF PARCEL IDENTIFIERS
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962
PARCEL 1 = CA 11 (PT)

Imaged Document Cover Sheet

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Document Type	plan
Document Identification	TP809407W
Number of Pages (excluding this cover sheet)	1
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TITLE PLAN	EDITION 1	TP 809407W
------------	-----------	------------

Location of Land Parish: CITY OF SOUTH MELBOURNE PARISH OF MELBOURNE SOUTH Township: Section: 57A Crown Allotment: 10 (PT) Crown Portion: Last Plan Reference: Derived From: VOL 3528 FOL 014 Depth Limitation: NIL	Notations ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN
--	---

Description of Land / Easement Information

ALL THAT piece of land delineated and coloured red on the map in the margin being part of Crown Allotment 10 Section 57A City of South Melbourne Parish of Melbourne South County of Bourke Together with a right of carriage way over the road coloured brown on the said map

THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT
 COMPILED: 07/03/2000
 VERIFIED: AD

COLOUR CODE
 BR = BROWN R = RED

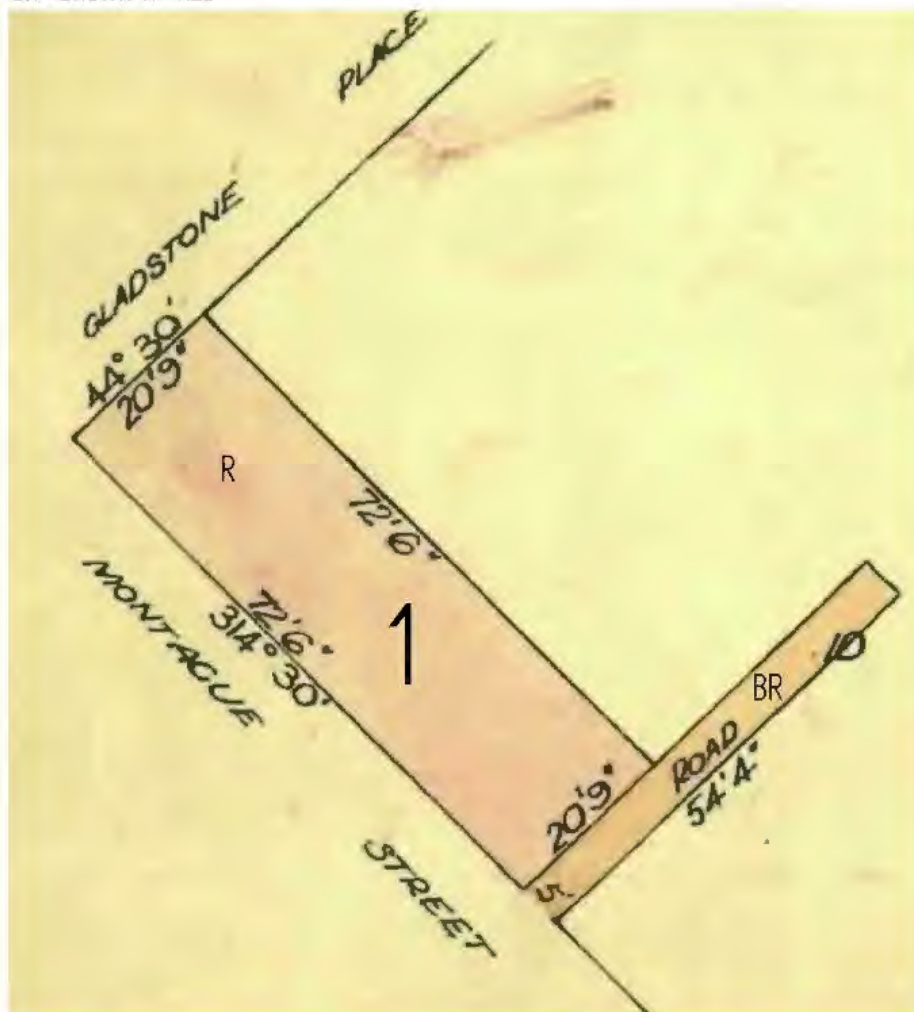


TABLE OF PARCEL IDENTIFIERS
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962
PARCEL 1 = CA 10 (PT)

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TITLE PLAN	EDITION 1	TP 809422B
------------	-----------	------------

Location of Land
 Parish: CITY OF SOUTH MELBOURNE PARISH OF MELBOURNE SOUTH
 Township:
 Section: 57A
 Crown Allotment: 11 (PT)
 Crown Portion:
 Last Plan Reference:
 Derived From: VOL 6455 FOL 971
 Depth Limitation: NIL

Notations
 ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN

Description of Land / Easement Information

All the pieces of Land delineated and coloured red on the map in the margin being part of Crown Allotment Eleven Section Fifty-seven^A City of South Melbourne Parish of Melbourne South County of Bourke Together with a right of carriage way over the roads colored brown on the said map-

THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT
 COMPILED: 28/03/2000
 VERIFIED: MP

COLOUR CODE
 R=RED
 BR=BROWN

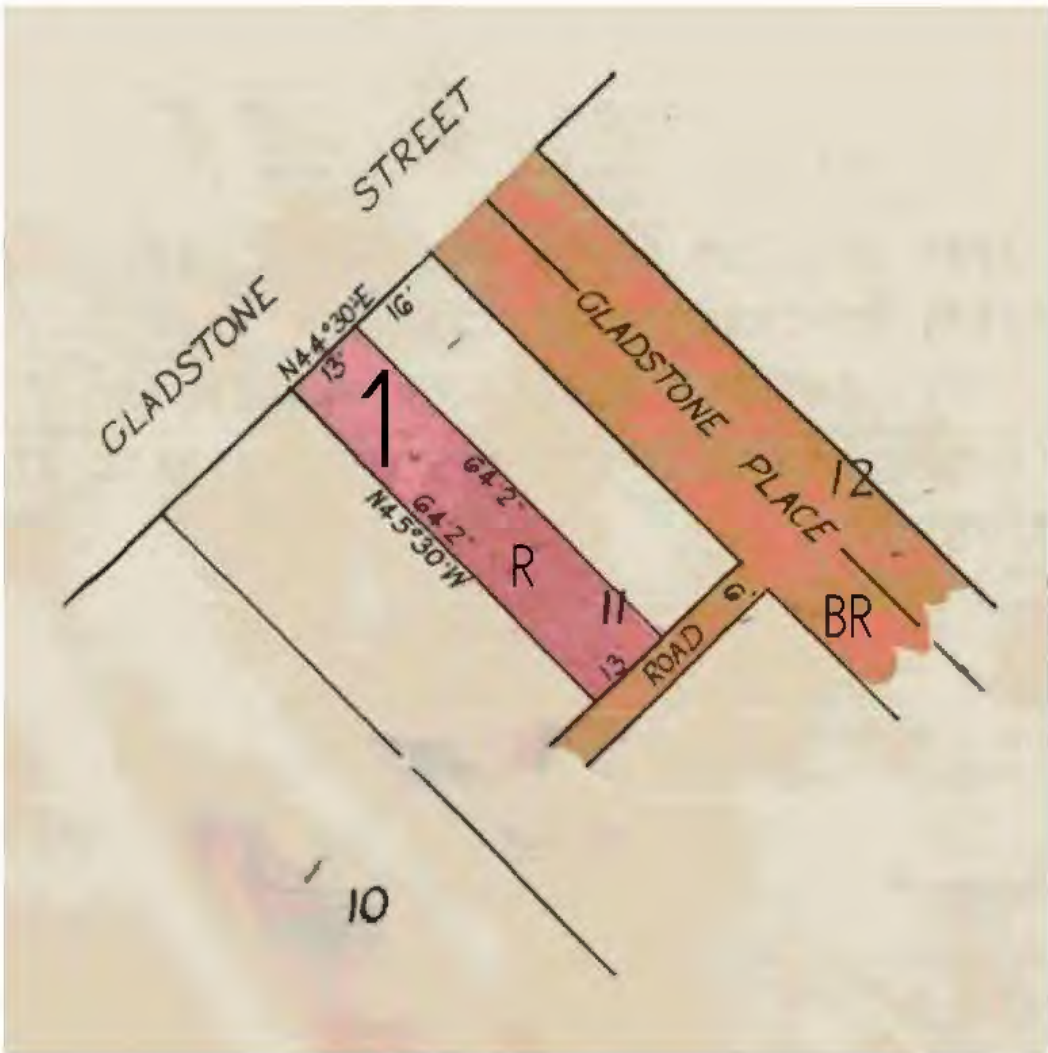


TABLE OF PARCEL IDENTIFIERS
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962
PARCEL 1 = CA 11 (PT)

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TITLE PLAN	EDITION 1	TP 809419P
------------	-----------	------------

Location of Land

Parish: CITY OF SOUTH MELBOURNE PARISH OF MELBOURNE SOUTH
 Township:
 Section: 57A
 Crown Allotment: 11 (PT)
 Crown Portion:

Last Plan Reference:
 Derived From: VOL 8455 FOL 970
 Depth Limitation: NIL

Notations

ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN

Description of Land / Easement Information

All that piece of Land delineated and coloured red, blue and green on the map in the margin being part of Crown Allotment Eleven-Section Fifty-seven^A City of South Melbourne Parish of Melbourne South County of Bourke - As to the land colored blue and green Together with a right of carriage--way over Gladstone Place - - - - -

THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT

COMPILED: 06/03/2000
 VERIFIED: AK

ENCUMBRANCES REFERRED TO.

As to the land colored blue ----
ANY EASEMENTS affecting the same ----

COLOUR CODE
 BL = BLUE G = GREEN R = RED

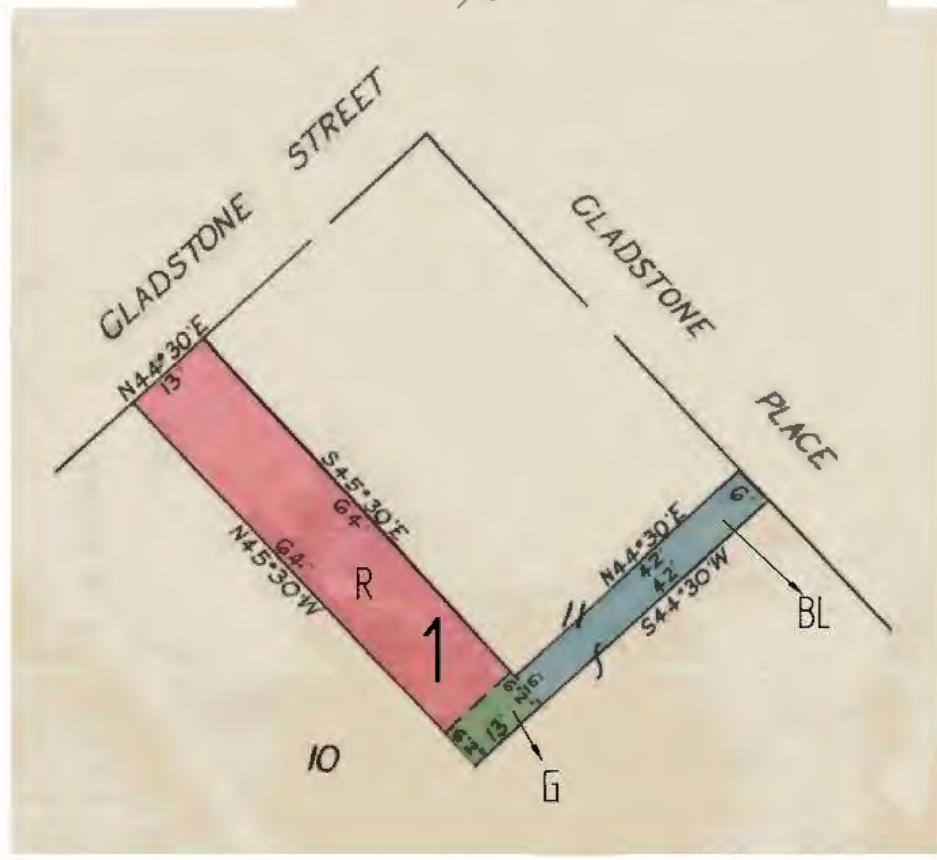


TABLE OF PARCEL IDENTIFIERS	
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962	
PARCEL 1 = CA 11 (PT)	

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TITLE PLAN	EDITION 1	TP 809418R
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Location of Land
 Parish: CITY OF SOUTH MELBOURNE PARISH OF MELBOURNE SOUTH
 Township:
 Section: 57A
 Crown Allotment: 10(PT)
 Crown Portion:

 Last Plan Reference:
 Derived From: VOL 5551 FOL 093
 Depth Limitation: NIL

Notations

ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN

Description of Land / Easement Information

All that piece of Land, delineated and coloured red on the map in the margin being part of Crown Allotment Ten Section Fifty-seven^A City and Parish of South Melbourne County of Bourke - Together with a right of ---- carriage way over the road colored brown on the said map - - - - -

THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT
 COMPILED: 10/11/2000
 VERIFIED: EWA

COLOUR CODE
 R = RED BR = BROWN

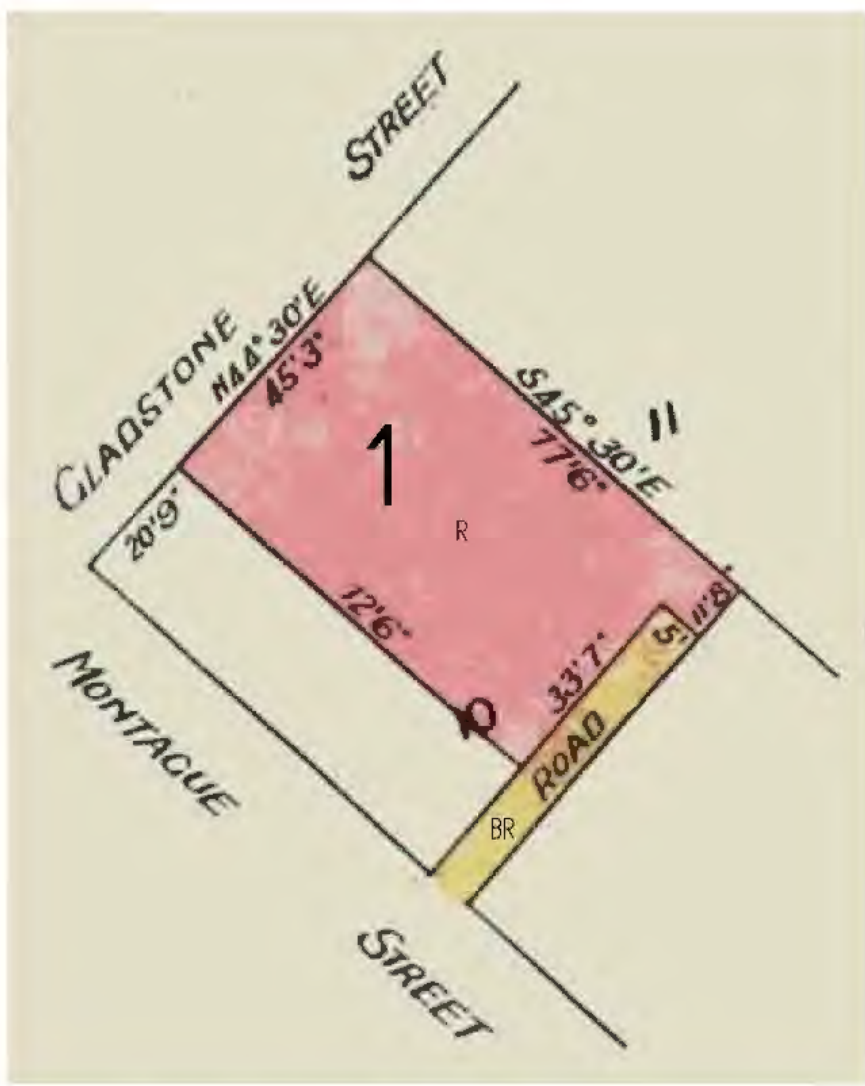


TABLE OF PARCEL IDENTIFIERS
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962
PARCEL 1 = CA 10 (PT)

Imaged Document Cover Sheet

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Document Identification	TP809412E
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The document is invalid if this cover sheet is removed or altered.

TITLE PLAN	EDITION 1	TP 809412E
-------------------	------------------	-------------------

Location of Land
 Parish: CITY OF SOUTH MELBOURNE PARISH OF MELBOURNE SOUTH
 Township:
 Section: 57A
 Crown Allotment: 11 (PT)
 Crown Portion:
 Last Plan Reference:
 Derived From: VOL 3776 FOL 169
 Depth Limitation: NIL

Notations
 ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN

Description of Land / Easement Information

ALL THAT piece of land delineated and coloured red on the map in the margin being part of Crown Allotment Eleven Section 57^A City of South - Melbourne Parish of Melbourne South County of Bourke Together with a right of carriageway over the roads coloured brown on the said map - - - - -

THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT
 COMPILED: 20/07/2000
 VERIFIED: HG

COLOUR CODE
 R = RED BR = BROWN

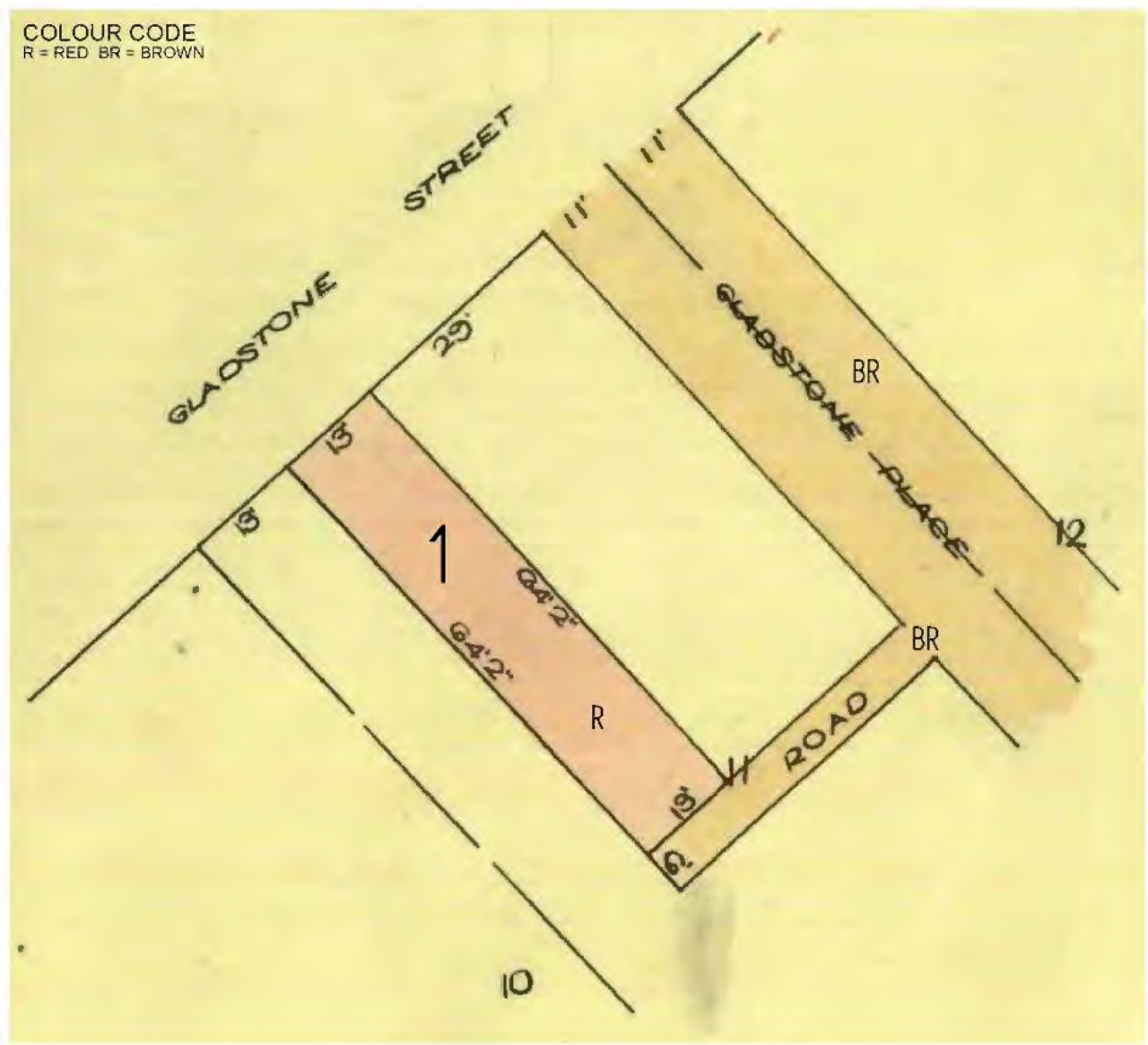


TABLE OF PARCEL IDENTIFIERS	
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962	
PARCEL 1 = CA 11 (PT)	

Schedule 2 Plan of Subdivision

PLAN OF SUBDIVISION

EDITION

PS 735510C

LOCATION OF LAND

Parish: MELBOURNE SOUTH
Township:
Crown Portion:
Crown Allotment: 10 and 11
Section: 57A

Title References: Vol. Fol.

Last Plan Ref.: PC 374417Q

Postal Address: 89 Gladstone Street
 South Melbourne, 3205.

MGA Co-ordinates: E 319 595 Zone 55
 (of approx. centre of land in plan) N 5811 050

COUNCIL CERTIFICATION

- COUNCIL NAME:** City of Port Phillip **REF:**
- This plan is certified under section 6 of the Subdivision Act 1988.
 - This plan is certified under section 11(7) of the Subdivision Act 1988.
 Date of original certification under section 6 / /
 - This is a statement of compliance issued under section 21 of the Subdivision Act 1988.

PUBLIC OPEN SPACE

- A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made.
- The requirement has/has not been satisfied
- The requirement is to be satisfied in Stage
- The requirement has been satisfied for

Council delegate
 Council seal
 Date: / /

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

VESTING OF ROADS OR RESERVES

Identifier	Council / Body / Person
Nil	Nil

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS

All internal columns, service ducts, pipe shafts and cable ducts within the building are deemed to be part of Common Property 1. The position of these columns, service ducts, pipe shafts and cable ducts have not always been shown on the diagrams contained herein.

CP1 - Denotes Common Property 1
 PT - Denotes Part Lot

NOTE: THIS SUBDIVISION IS DEPENDANT UPON THE PURCHASE OF THE "ROAD" FROM THE COUNCIL

WARNING - Preliminary Subdivision Plan

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

NOTATIONS

STAGING: This is not a staged subdivision
 Planning Permit No. -

DEPTH LIMITATION: Does not apply

THIS IS A SPEAR PLAN

Subdivisions (Registrar's Requirements) Regulations 2011 apply to boundaries defined by buildings.

All lots are defined in the diagrams herein.

Boundaries shown by thick continuous lines are defined by buildings.

Location of boundaries defined by buildings -

Interior Face:- Upper face of concrete floor slab and underside of suspended ceiling, walls abutting Common Property and boundaries shown marked 'I';

Median:- All walls between Lots.

Upper boundaries of uncovered terraces and balconies shown thus - - - - - are the production of the underside of suspended ceiling defining the upper boundary of the relevant lot.

Common Property 1 is all the land in this plan except the lots.

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 the land herein

LRS use only

Statement of compliance/
 Exemption Statement

Received

Date / /

LRS use only

Plan Registered

Time

Date / /

Assistant Registrar of Titles

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

Licensed Surveyor (print):

Signature: DIGITALLY SIGNED Date: / /

Surveyors Ref: 12580 Version: 1PSP (Draft 2)

Sheet 1 of 16 Sheets

.....
 Council Delegate Signature

Date: / /

Original Sheet Size A3

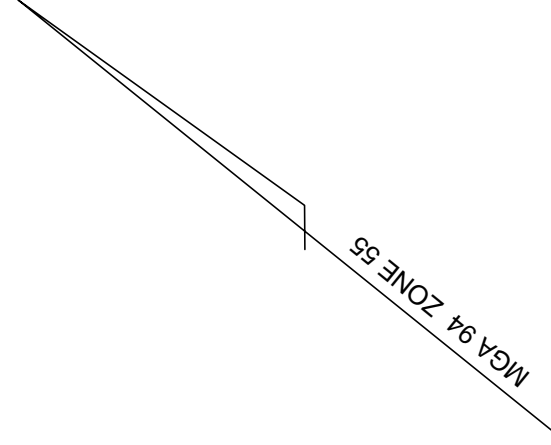
WARNING - Preliminary Subdivision Plan
 Subject to council and Service Authorities approvals.
 This plan is a Preliminary Subdivision Plan based upon design drawings provided by our client and is to be followed by the Final Subdivision Plan once the proposed buildings have been built.
 Boundaries intended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

PLAN OF SUBDIVISION

Plan Number

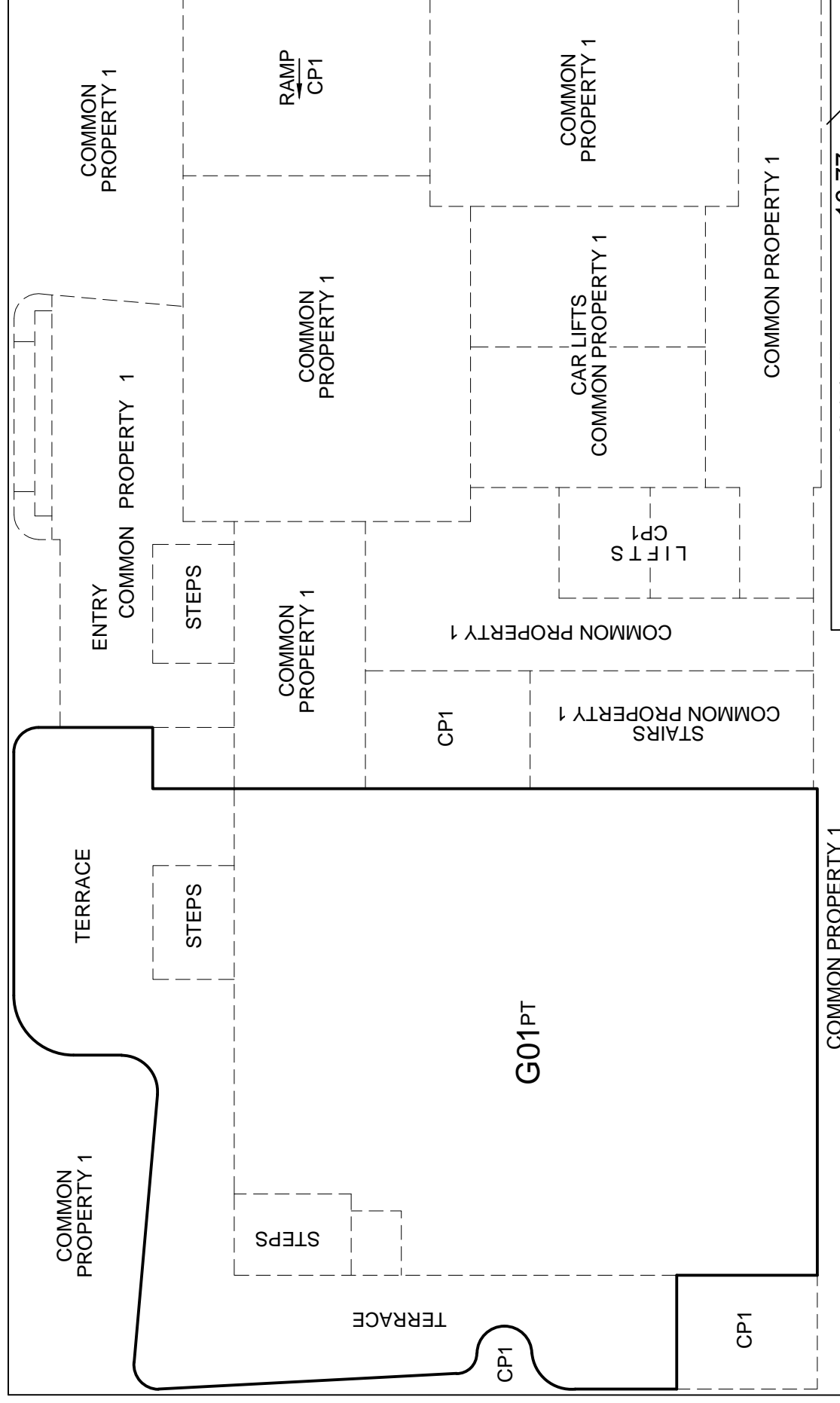
PS 735510C

Stage No.



GLADSTONE STREET

51°06'05" 36.90



MONTAGUE STREET

22.10 321°07'35"

GLADSTONE PLACE

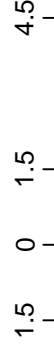
21.65 141°04'35"

DIAGRAM 1
 Ground Level &
 Ground Storey

231°06'05" 16.56
 COMMON PROPERTY 1
 321°07'35" 1.44
 50°05'05" 3.60
 140°50'25" 1.80
 231°02'35" 16.77
 COMMON PROPERTY 1

Di MASE BERRY & Co Pty Ltd
 142A Sydney Road, BRUNSWICK 3056
 TEL 9387 7577 FAX 9387 8813

SCALE



Lengths are in Metres

1 : 150

Original Scale:

A3

Original Sheet Size:

Licensed Surveyor (print):

Signature: Date: / /

Surveyors Ref: 12580

Version: 1PSP (Draft 2)

Sheet 2 of 16 Sheets

Council Delegate Signature

Date: / /

WARNING - Preliminary Subdivision Plan
 Subject to council and Service Authorities approvals.
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 Boundaries intended to be defined by the buildings to be built are shown as thick non-dimensioned lines.
 Boundaries and dimensions are subject to change on the Final Subdivision Plan to accord with the as built positions of buildings and fences.

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 735510C

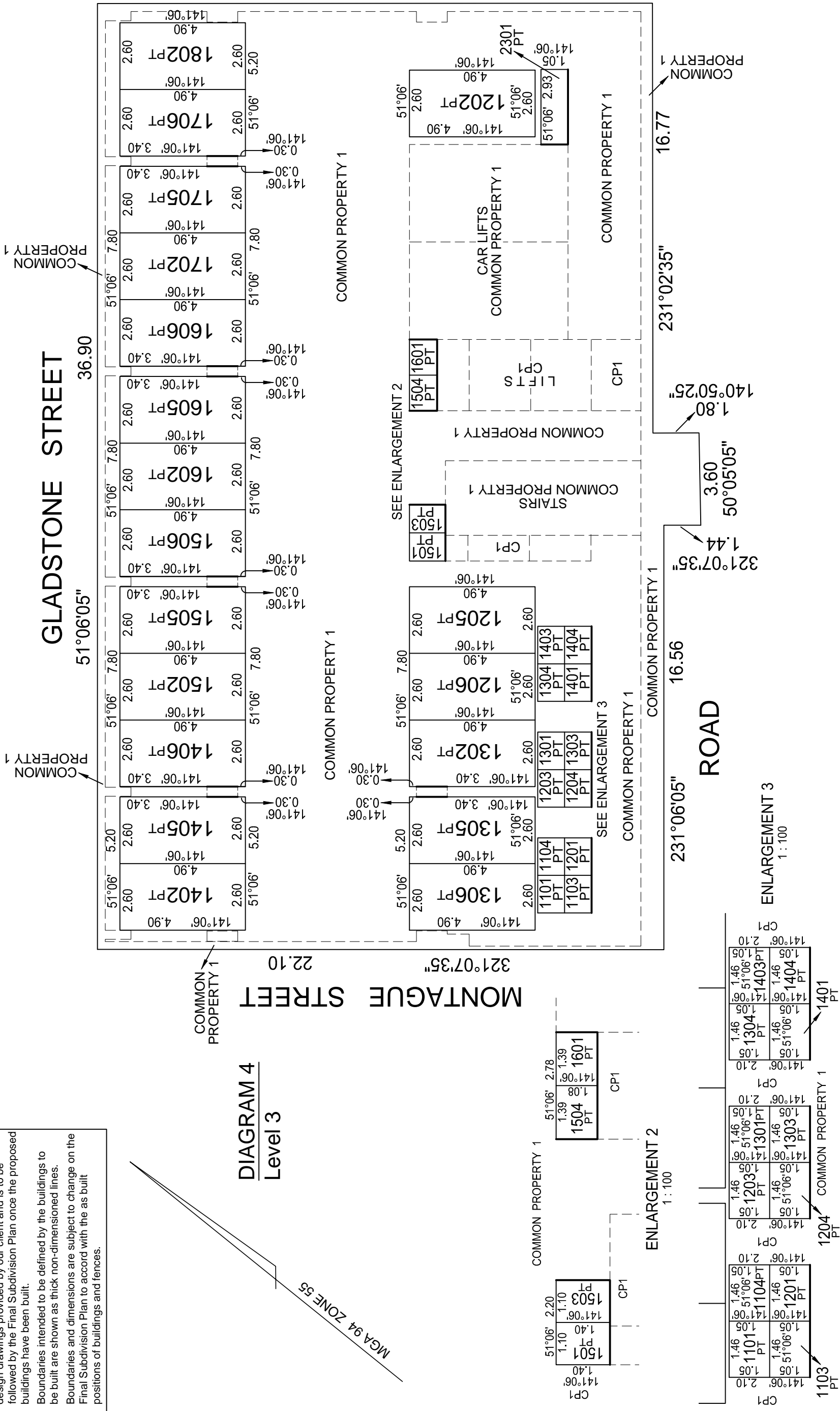


DIAGRAM 4
Level 3

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 142A Sydney Road, BRUNSWICK 3056
 TEL 9387 7577 FAX 9387 8813

Original Sheet Size: A3
 Original Scale: 1 : 150

SCALE
 1.5 0 1.5 4.5
 Lengths are in Metres

Licensed Surveyor (print):
 Signature: Date: / /
 Council Delegate Signature
 Date: / /

Surveyors Ref: 12580
 Version: 1PSP (Draft 2)
 Sheet 5 of 16 Sheets

WARNING - Preliminary Subdivision Plan
 Subject to council and Service Authorities approvals.
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 Boundaries intended to be defined by the buildings to be built are shown as thick non-dimensioned lines.
 Boundaries and dimensions are subject to change on the Final Subdivision Plan to accord with the as built positions of buildings and fences.

DIAGRAM 7
Level 6

MGA 94 ZONE 55

PLAN OF SUBDIVISION

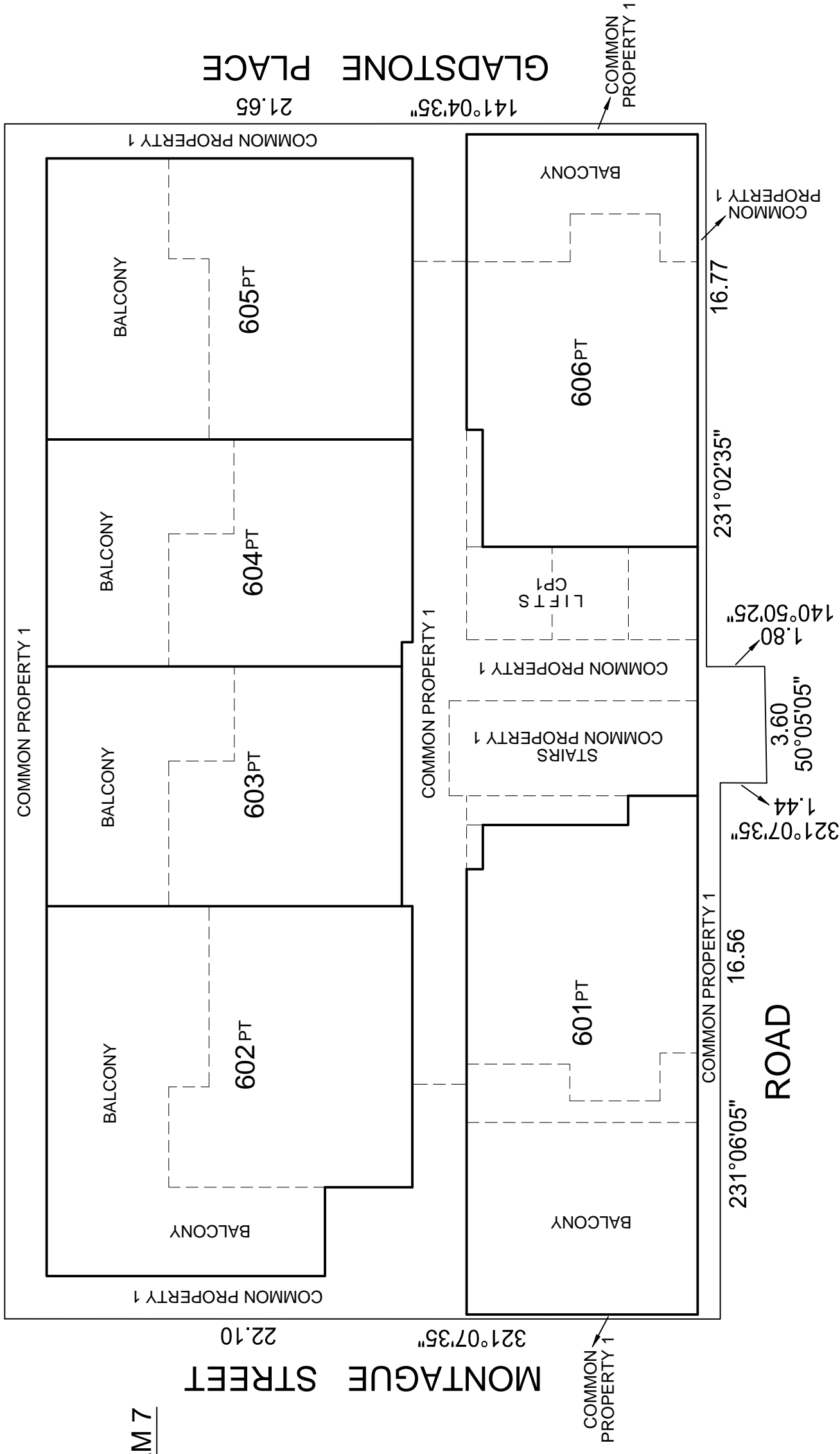
Stage No.

Plan Number

PS 735510C

GLADSTONE STREET

51°06'05" 36.90



MONTAGUE STREET

321°07'35" 22.10

231°06'05" 16.56

ROAD

COMMON PROPERTY 1

COMMON PROPERTY 1

COMMON PROPERTY 1

COMMON PROPERTY 1

COMMON PROPERTY 1

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

A3
 Original Sheet Size:
 1 : 150
 Original Scale:

SCALE
 1.5 0 1.5 4.5
 Lengths are in Metres

Licensed Surveyor (print):
 Signature: Date: / /
 Surveyors Ref: 12580 Version: 1PSP (Draft 2)

Sheet 8 of 16 Sheets
 Council Delegate Signature
 Date: / /

WARNING - Preliminary Subdivision Plan
 Subject to council and Service Authorities approvals.
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 Boundaries and dimensions are subject to change on the Final Subdivision Plan to accord with the as built positions of buildings and fences.

PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 735510C

GLADSTONE STREET

51°06'05" 36.90

MONTAGUE STREET

321°07'35" 22.10

GLADSTONE PLACE

141°04'35" 21.65

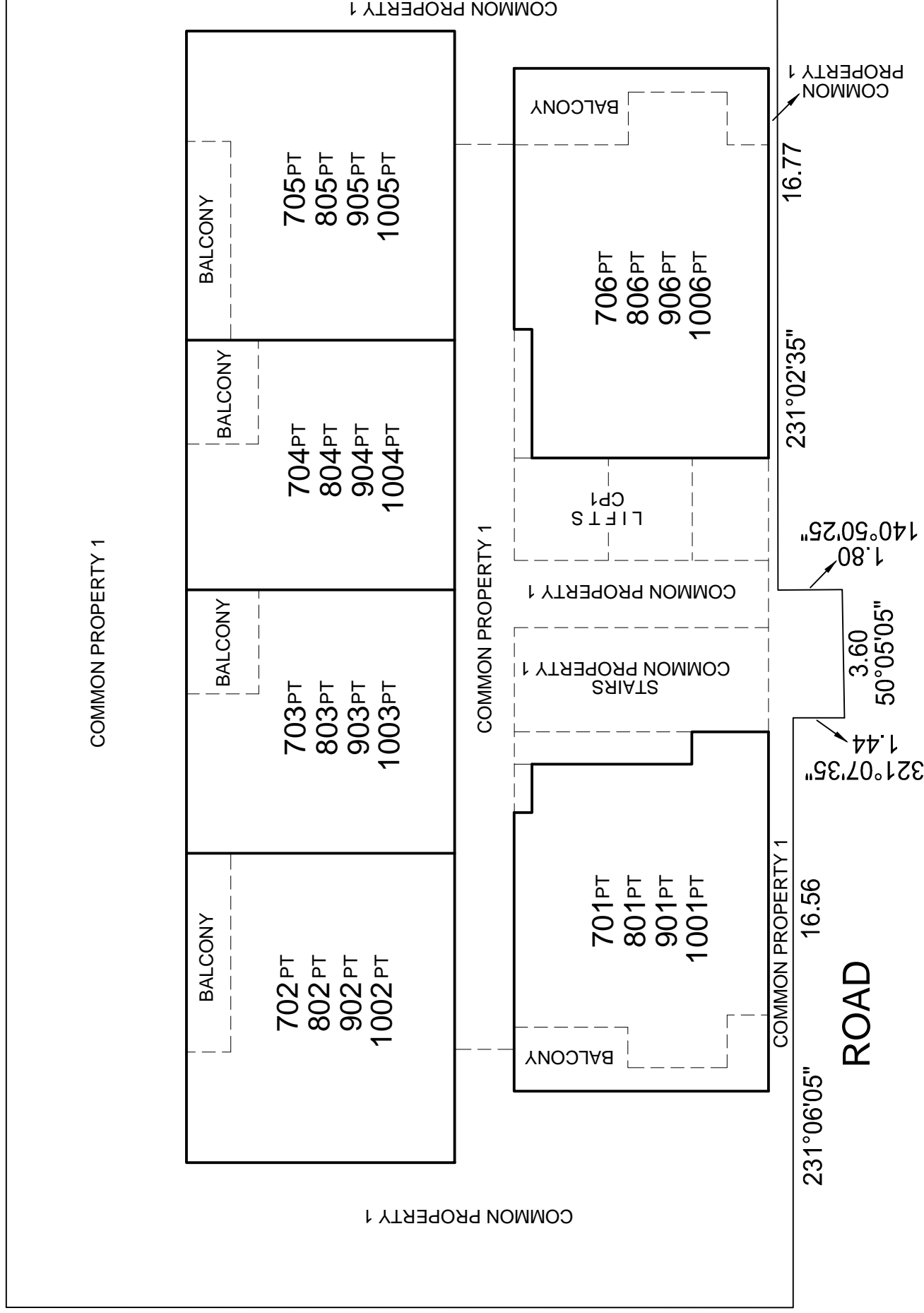


DIAGRAM 8

- Level 7
- Level 8
- Level 9
- Level 10

Di MASE BERRY & Co Pty Ltd
 142A Sydney Road, Brunswick 3056
 TEL 9387 7577 FAX 9387 8813

Original Sheet Size:
A3

Original Scale:
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SCALE
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 Lengths are in Metres

Licensed Surveyor (print):

Signature: Date: / /

Surveyors Ref: **12580** Version: **1PSP (Draft 2)**

Sheet 9 of 16 Sheets

Council Delegate Signature

Date: / /

WARNING - Preliminary Subdivision Plan
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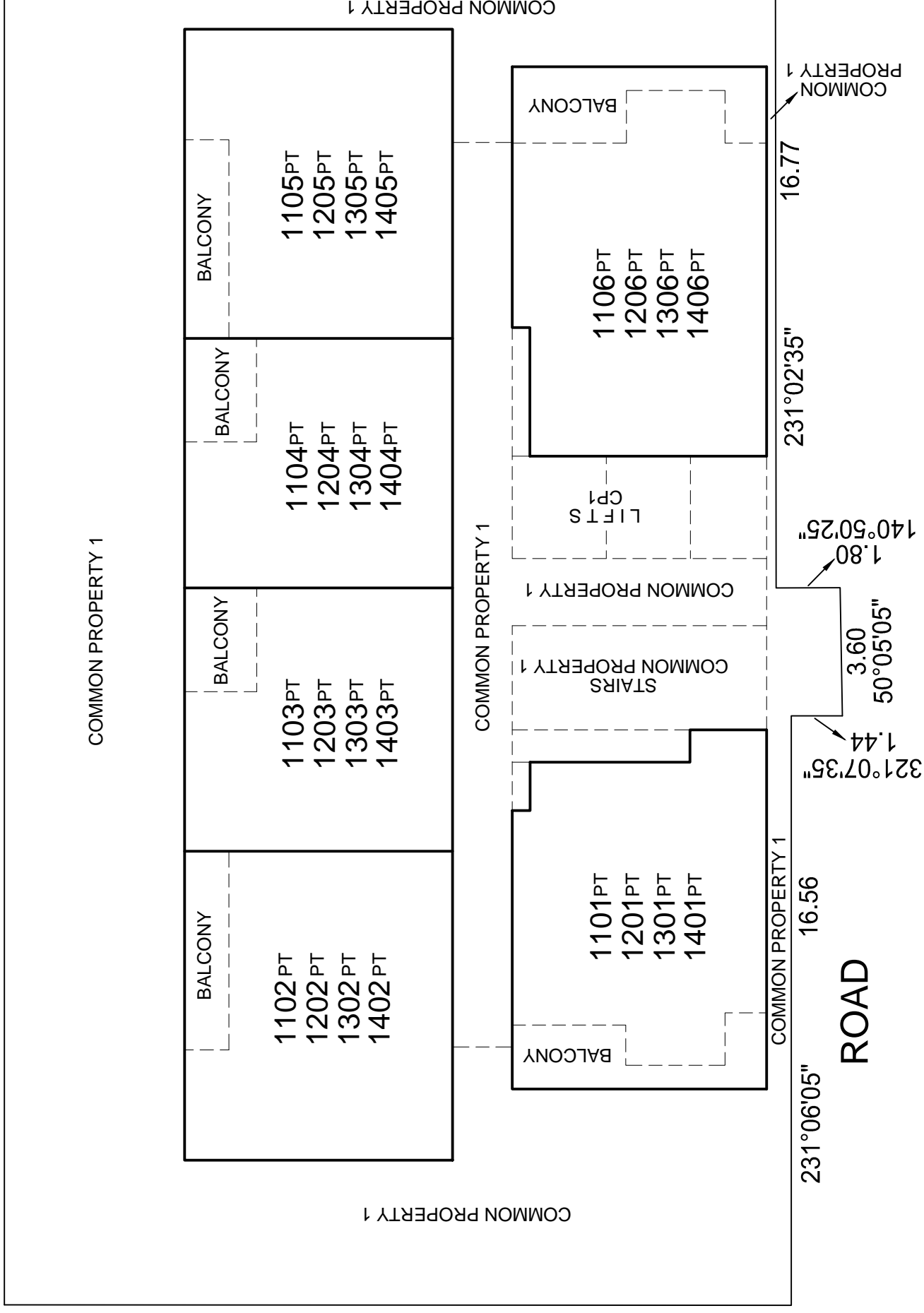
51°06'05" 36.90

MONTAGUE STREET

22.10 321°07'35"

GLADSTONE PLACE

21.65 141°04'35"



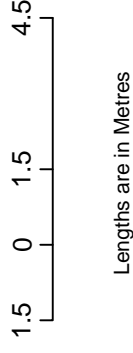
MGA 94 ZONE 55

DIAGRAM 9

- Level 11
- Level 12
- Level 13
- Level 14

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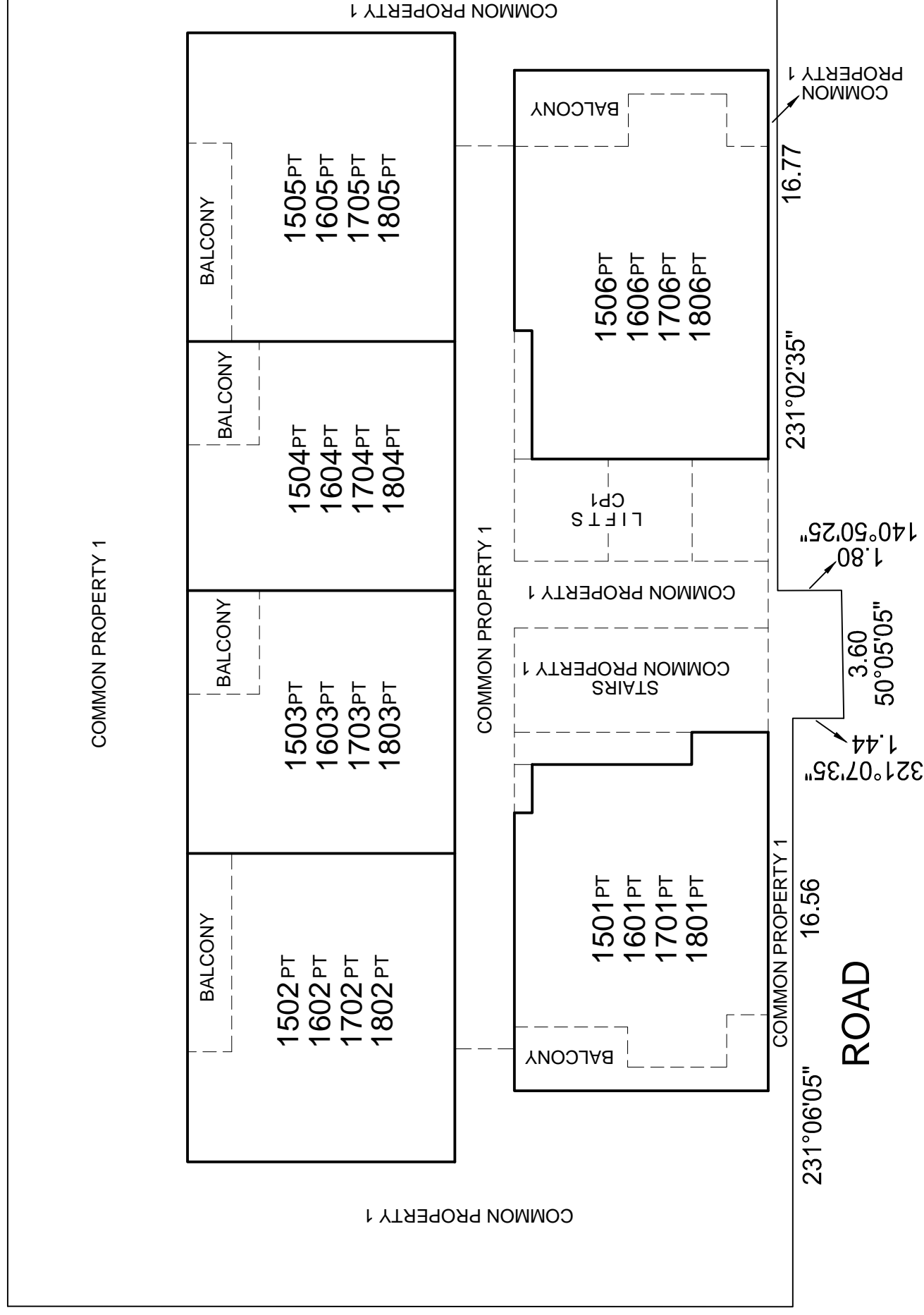


DIAGRAM 10

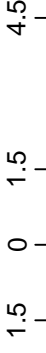
- Level 15
- Level 16
- Level 17
- Level 18

Di MASE BERRY & Co Pty Ltd

142A Sydney Road, BRUNSWICK 3056

TEL 9387 7577 FAX 9387 8813

SCALE



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Surveyors Ref: 12580 Version: 1PSP (Draft 2)
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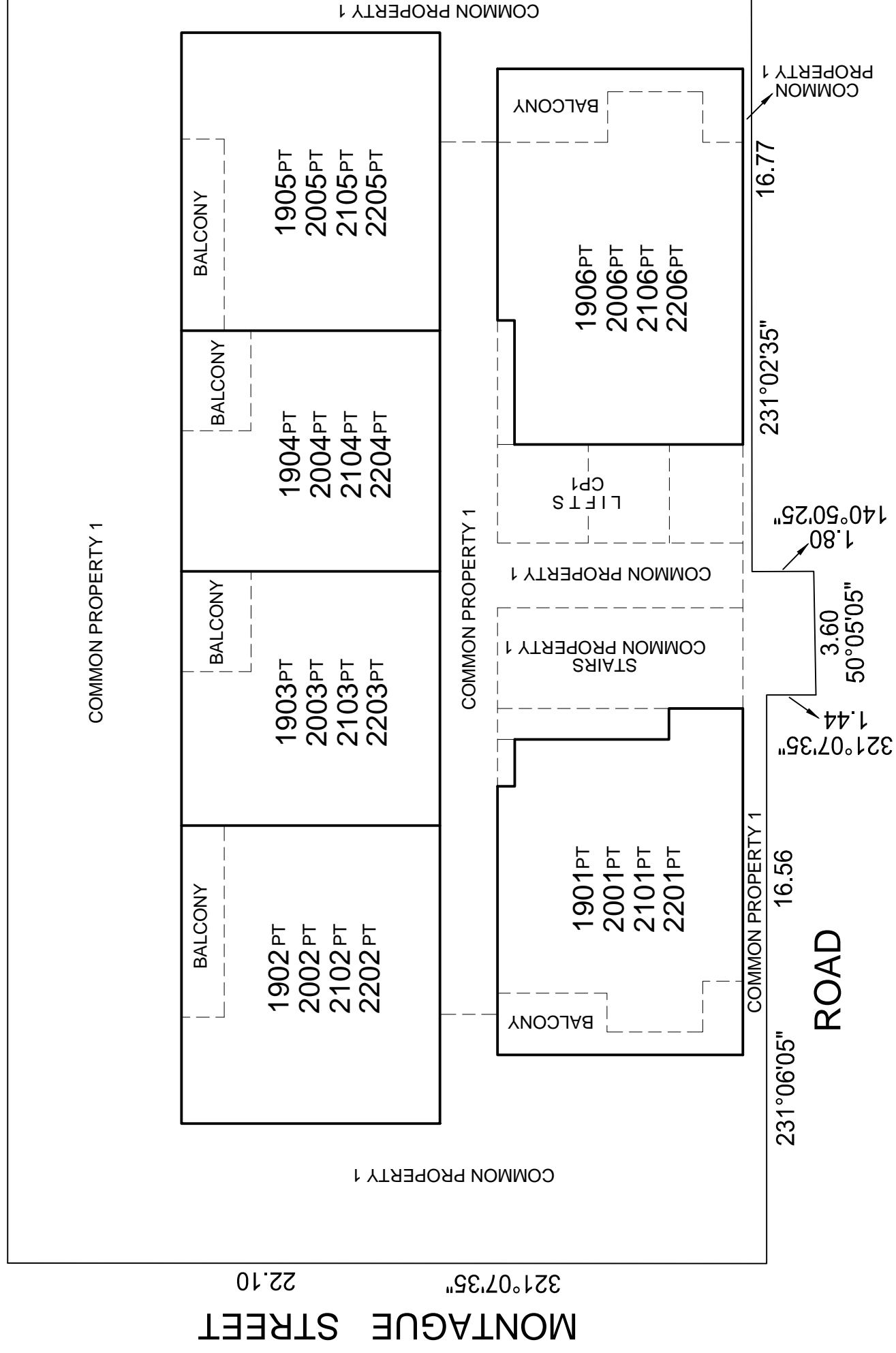
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Stage No.

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PS 735510C

GLADSTONE STREET
 51°06'05" 36.90



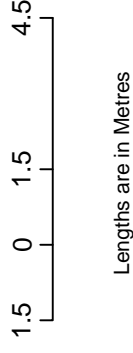
MONTAGUE STREET
 321°07'35" 22.10

GLADSTONE PLACE
 141°04'35" 21.65

DIAGRAM 11
 Level 19
 Level 20
 Level 21
 Level 22

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SCALE



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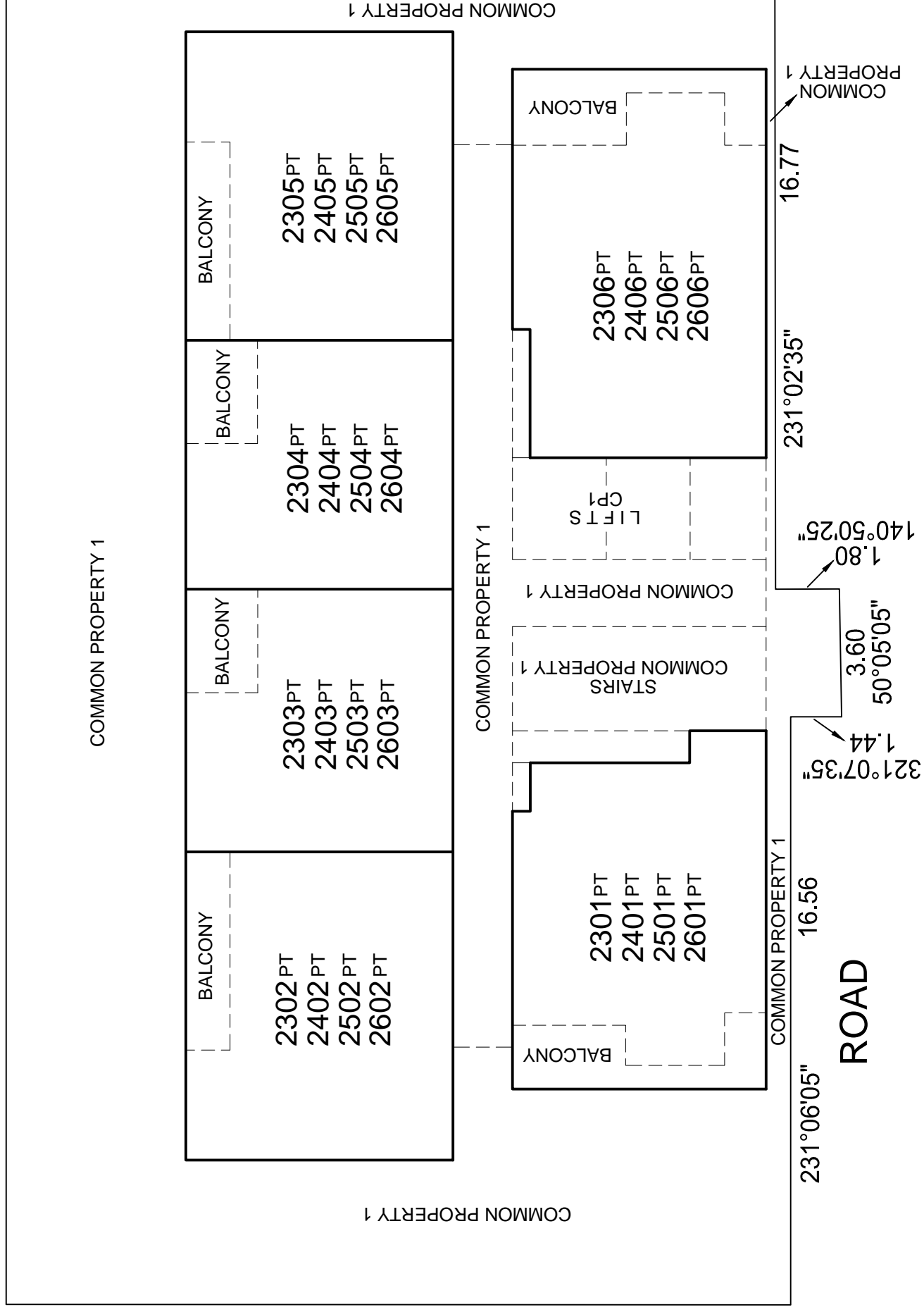
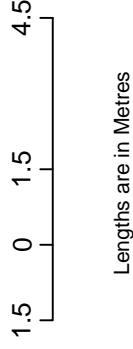


DIAGRAM 12

- Level 23
- Level 24
- Level 25
- Level 26

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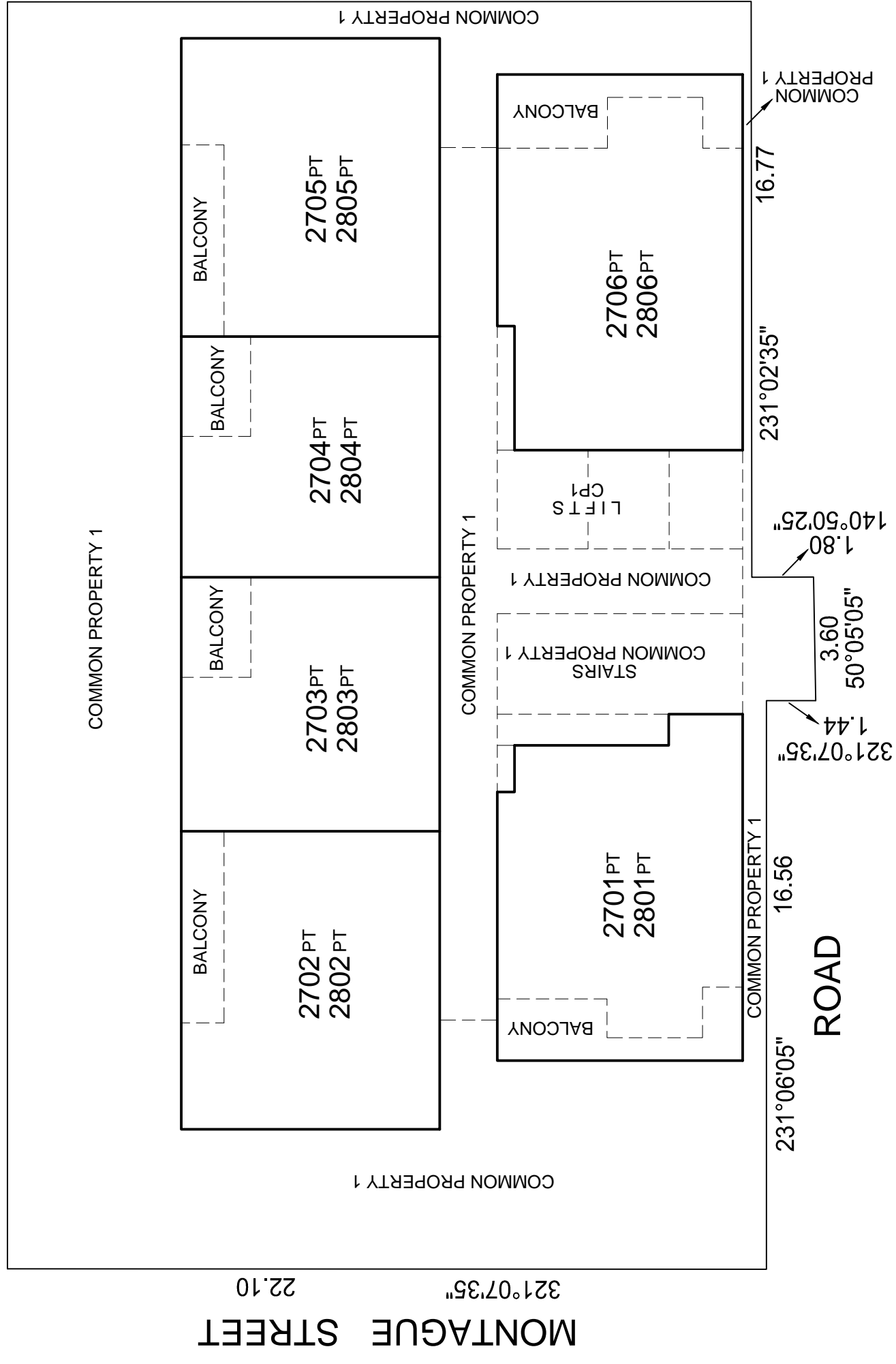


DIAGRAM 13
 Level 27
 Level 28

Di MASE BERRY & Co Pty Ltd
 142A Sydney Road, BRUNSWICK 3056
 TEL 9387 7577 FAX 9387 8813

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 Original Sheet Size:
 1 : 150
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 Lengths are in Metres

Licensed Surveyor (print):
 Signature: Date: / /
 Surveyors Ref: 12580 Version: 1PSP (Draft 2)

Sheet 14 of 16 Sheets
 Council Delegate Signature
 Date: / /

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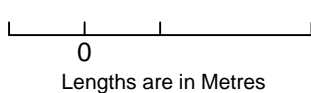
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**CROSS SECTIONS
NOT SHOWN
AT THIS STAGE**

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

SCALE



A3

Original Sheet Size:

Original Scale:

Licensed Surveyor:
Print

Signature: / /

Surveyors Ref: **12580** Version: **1PSP (Draft 2)**

Sheet 15 of 16 Sheets

.....
Council Delegate Signature

Date: / /

**OWNERS CORPORATION
SCHEDULE**

PS 735510C

OWNERS CORPORATION 1

Plan No PS 735510C

Land affected by Owners Corporation: Lots G01, 101 - 103, 201 - 203, 601 - 606, 701 - 706, 801 - 806, 901 - 906, 1001 - 1006, 1101 - 1106, 1201 - 1206, 1301 - 1306, 1401 - 1406, 1501 - 1506, 1601 - 1606, 1701 - 1706, 1801 - 1806, 1901 - 1906, 2001 - 2006, 2101 - 2106, 2201 - 2206, 2301 - 2306, 2401 - 2406, 2501 - 2506, 2601 - 2606, 2701 - 2706, 2801 - 2806 (All Inclusive) and Common Property 1.

Limitations of Owners Corporation: Unlimited

Notations:

LOT ENTITLEMENT AND LOT LIABILITY

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
G01	315	155	1301	95	95	2101	95	95
101	90	90	1302	110	110	2102	110	110
102	75	75	1303	80	80	2103	80	80
103	105	105	1304	75	75	2104	80	80
201	90	90	1305	110	110	2105	110	110
202	75	75	1306	120	120	2106	120	120
203	105	105	1401	95	95	2201	95	95
601	90	90	1402	110	110	2202	110	110
602	105	105	1403	80	80	2203	80	80
603	80	80	1404	75	75	2204	80	80
604	75	75	1405	110	110	2205	110	110
605	105	105	1406	120	120	2206	120	120
606	115	115	1501	95	95	2301	95	95
701	90	90	1502	110	110	2302	110	110
702	105	105	1503	80	80	2303	85	85
703	80	80	1504	75	75	2304	80	80
704	75	75	1505	110	110	2305	110	110
705	105	105	1506	120	120	2306	120	120
706	115	115	1601	95	95	2401	95	95
801	90	90	1602	110	110	2402	110	110
802	105	105	1603	80	80	2403	85	85
803	80	80	1604	75	75	2404	80	80
804	75	75	1605	110	110	2405	110	110
805	105	105	1606	120	120	2406	120	120
806	115	115	1701	95	95	2501	110	110
901	90	90	1702	110	110	2502	115	115
902	105	105	1703	80	80	2503	85	85
903	80	80	1704	75	75	2504	80	80
904	75	75	1705	110	110	2505	115	115
905	105	105	1706	120	120	2506	120	120
906	115	115	1801	95	95	2601	110	110
1001	90	90	1802	110	110	2602	115	115
1002	105	105	1803	80	80	2603	85	85
1003	80	80	1804	75	75	2604	80	80
1004	75	75	1805	110	110	2605	115	115
1005	105	105	1806	120	120	2606	125	125
1006	115	115	1901	95	95	2701	110	110
1101	90	90	1902	110	110	2702	115	115
1102	110	110	1903	80	80	2703	85	85
1103	80	80	1904	80	80	2704	80	80
1104	75	75	1905	110	110	2705	115	115
1105	110	110	1906	120	120	2706	125	125
1106	115	115	2001	95	95	2801	110	110
1201	90	90	2002	110	110	2802	115	115
1202	110	110	2003	80	80	2803	85	85
1203	80	80	2004	80	80	2804	80	80
1204	75	75	2005	110	110	2805	115	115
1205	110	110	2006	120	120	2806	125	125
1206	115	115						
						TOTAL	14 500	14 340

Di MASE BERRY & Co Pty Ltd
142A SYDNEY ROAD, BRUNSWICK 3056
Tel 9387 7577 Fax 9387 8813

Licensed Surveyor (print):

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Sheet 16 of 16 Sheets

Council Delegate Signature

Date: / /

Original Sheet Size A3

Extract of EPA Priority Site Register

Page 1 of 1



**** Delivered by the LANDATA® System, Department of Transport, Planning and Local Infrastructure ****

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 89 - 103 GLADSTONE STREET
SUBURB: SOUTH MELBOURNE
MUNICIPALITY: CITY OF PORT PHILLIP
MAP REFERENCES: Melways 40th Edition, Street Directory, Map 2E Reference J12
Melways 40th Edition, Street Directory, Map 43 Reference E12

DATE OF SEARCH: 23rd October 2014

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which 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 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 known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register.

Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. 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 contaminated site information bulletin: Priority Sites Register & Contaminated Land Audit Site Listing (EPA Publication 735). 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
Herald & Weekly Times Tower
40 City Road, Southbank 3006
Tel: (03)9695 2700 Fax:(03)9695 2710

[Extract of Priority Sites Register] # 17831728 - 17831728132636
'59235'

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Logie-Smith Lanyon C/- InfoTrack
E-mail: certificates@landata.vic.gov.au

Statement for property:
89 GLADSTONE STREET SOUTH
MELBOURNE 3205

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
08C//03418/38	LANDATA CER 17831728-051-1	23 OCTOBER 2014	23152264

1. Statement of Fees Imposed

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/07/2014 to 30/06/2015	\$288.32
Melbourne Water Corporation Total Service Charges	01/10/2014 to 31/12/2014	\$193.46

(b) By South East Water

Water Service Charge	01/10/2014 to 31/12/2014	\$27.19
Sewerage Service Charge	01/10/2014 to 31/12/2014	\$112.53
Fire Service Charge	01/10/2014 to 31/12/2014	\$27.19
Subtotal Service Charges		<u>\$648.69</u>
Payments		\$288.32
TOTAL UNPAID BALANCE		<u>\$360.37</u>

- The meter at the property was last read on 24/07/2014. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge **\$0.20 per day**

Sewage Disposal Charge **\$0.11 per day**

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/b2bportal/account/login>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

AUTHORISED OFFICER:



HAMISH REID
GENERAL MANAGER
CUSTOMER AND BUSINESS FUTURES

South East Water
Information Statement Applications

Locked Bag 1, Moorabbin, VIC 3189

<https://apps.southeastwater.com.au/ice>

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from South East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Water's sewerage system, by a shared, combined or encroaching drain, request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee by phoning 9552 3770 or at www.southeastwater.com.au

NOS 93-95 GLADSTONE ST is currently serviced by a combined drain. If the property is to be further developed, redeveloped or sub divided, the property must be connected separately to South East Water's reticulated system to relieve the combined drain. This may involve the installation of reticulation works at the cost of the owner of the development, sub division, etc. Please contact South East Water to confirm our requirements prior to designing or commencing works. A copy of the Property Sewerage Plan may be obtained for a fee by phoning 9552 3770. Please quote PS 6318.

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne

AUTHORISED OFFICER:



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INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

The Victorian Coastal Strategy identifies the need to plan for sea level rise of not less than 0.8 metres by 2100 when assessing risks and impacts associated with climate change. Melbourne Water, as the relevant floodplain management authority has identified that this property may be affected by increases to the mean sea level of Port Phillip Bay / Western Port. For further information please phone Melbourne Water on 9679 7517.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

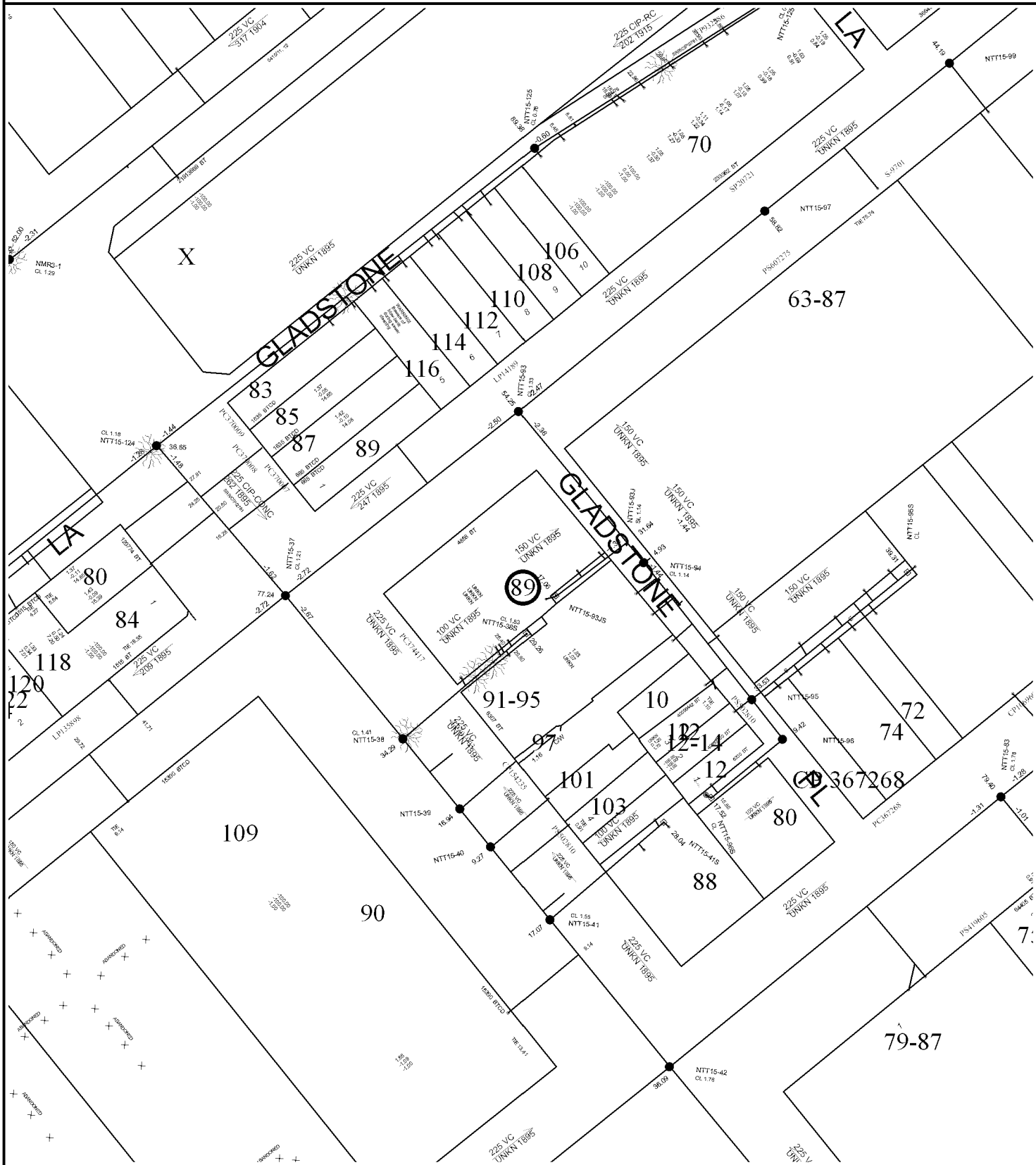


HAMISH REID
GENERAL MANAGER
CUSTOMER AND BUSINESS FUTURES

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<https://apps.southeastwater.com.au/ice>



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details).

LEGEND	
	Title/Road Boundary
	Proposed Title/Road
	Easement
	Subject Property
	Sewer Main
	Direction of Flow
	Maintenance Hole
	Inspection Shaft
	Offset from Boundary



**LAND INFORMATION CERTIFICATE
(Section 229 LGA 1989)
AND
VALUATION CERTIFICATE
(Section 13DJ VLA 1960)**

Certificate No: 1496/2014
Assess No: 194512
Issue Date: 23 Oct 2014

ABN 21 762 977 945

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and 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, land 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.

**LANDATA (WEB SERVICE GATEWAY CERTIFICATES)
GPO BOX 527
MELBOURNE VIC 3001**

Your Ref: 17831728-038-2:5760

<u>Property</u>	<u>Title Details</u>
89-103 Gladstone Street, SOUTH MELBOURNE VIC 3205	5551 093 3526 014 4925 924 6455 970 6455 971 3776 169 Lot 1 TP 809416V Lot 1 TP 809422B Lot 1 TP 809412E Lot 1 TP 809419P Lot 1 TP 809418R Lot 1 TP 809407W

Level of Valuation Date: 1 Jan 2014

Valuation Effective Date: 01 Jul 2014

Site Value	Capital Improved Value	Net Annual Value
\$2,550,000	\$2,750,000	\$184,000

1 July 2014 to 30 June 2015

Levy for Year Ending 30 June 2015 – Due 15 Feb 2015		
General Rate	\$	7,490.25
Fire Services Property Levy	\$	1,717.50
Special Rate (if applicable)	\$	0.00
Waste Bin Charge (if applicable)	\$	0.00
Arrears and Additional Charges/Adjustments		
Arrears: Inc. General Rate, Interest, Legal Costs & Special Rate (if applicable) to 30 Jun 2014	\$	0.00
Current Interest (2014/2015)	\$	0.00
Current Legal Charges (2014/2015)	\$	0.00
Less Rates and Payments		
Rebates (inc. \$50 Fire Services Property Levy Rebate, if eligible)	\$	0.00
Payments (subject to clearance)	\$	0.00
Refunds	\$	0.00
TOTAL DUE	\$	9,207.75

PLEASE NOTE: Any rates not paid by the due date will be subject to interest charges and / or legal action without further notice. Interest will accrue on overdue rates at a rate of 11.5%.

Important Note regarding Parking Permits: Not all residential properties are eligible for some parking permit types. As of 1 October 2002, Council's **No Parking Permit Policy** was extended to include all new residential developments where the number of households increased on a property, irrespective of the level of off street parking provided. For further information please visit www.portphillip.vic.gov.au/resident-visitor-foreshore-parking-permits.htm or Contact Assist on 03 9209 6777.



**LAND INFORMATION CERTIFICATE
(Section 229 LGA 1989)
AND
VALUATION CERTIFICATE
(Section 13DJ VLA 1960)**

Certificate No: 1496/2014
Assess No: 194512
Issue Date: 23 Oct 2014

ABN 21 762 977 945

Specified Flood Level

The above land is in an area liable to flooding. The specified flood level has been determined as **1.5** metres above the Australian Height Datum, pursuant to the provisions of Section 229 of the *Local Government Act 1989*. Please note that this does not infer that the building or land is not in an area that is subject to flooding pursuant to Regulation 802 & 806 of the *Building Regulations 2006*.

Designated Flood Level/ Land Liable to Flooding

A Certificate issued pursuant to Regulation 326(2) of the *Building Regulations 2006* may be obtained from Councils Building Department ☎ (03) 9209 6253. This Certificate will advise if the building or land is in an area that is liable to flooding within the meaning of Regulation 802 or is in an area of designated land or works within the meaning of Regulation 806 of the *Building Regulations 2006*

Notices and Orders

The following notices and orders on the land with continuing application under the Local Government Act 1958, Local Government Act 1989 or under a Local Law or By-Law of the Council:

No Notices/Orders Applicable

Cultural and Recreation Lands Act 1963

The potential liability for rates under the Cultural and Recreational Land Act 1963

Total Liability:

\$ NIL

Moneys owed under section 227 of the Local Government Act 1989 and for works under the Local Government Act 1958, Section 18 of the Subdivision Act 1988

Total Money Owed:

\$ NIL

Potential Liability for Land to become Rateable under section 173 or 174A of the Local Government Act 1989

Total Liability:

\$ NIL

Private Street scheme under the provisions of section 163 (7) of the Local Government Act 1989

The subject property has not been subject to a Private Street Scheme.

Disclaimer

After the issue of this certificate, Council may be prepared to provide up-to-date verbal information to the applicant about matters disclosed in this certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.

Council will require a new certificate to be applied for at the expiry of 3 Months after the date of this Land Information Certificate.

This Certificate expires three (3) months from the date of issue.

For further information contact: ☎ (03) 9209 6777

CHIEF FINANCIAL OFFICER
City of Port Phillip

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Logie-Smith Lanyon C/- InfoTrack
207 Kent Street
SYDNEY 2000
AUSTRALIA

Client Reference: 59235

NO PROPOSALS. As at the 23rd October 2014, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

Map Ref: Melways 40th Edition, Map 2E Reference J12
Map Ref: Melways 40th Edition, Map 43 Reference E12

The Applicant, Logie-Smith Lanyon C/- InfoTrack has identified the map references as the correct references for the property located at:

89 - 103 GLADSTONE STREET, SOUTH MELBOURNE 3205
CITY OF PORT PHILLIP

This certificate is issued in respect of a property that is located wholly within the map references shown above. LANDATA® does not warrant that the property at the address shown above is located within the map references shown above. The Applicant is responsible for ensuring that the property is wholly located within the map references. LANDATA® and VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant failing to do so.

Date of issue: 23rd October 2014

Telephone enquiries regarding delivery of certificate: (03)8636 2456
Telephone enquiries regarding content of certificate: (03)9090 4614

Land Tax Clearance Certificate

Land Tax Act 2005



LOGIE-SMITH LANYON C/- INFOTRACK

Your Reference: LD:17831728-034-4.59235

Certificate No: 86151287

Issue Date: 27 OCT 2014

Enquiries: GXP3

Land Address: 89 -103 GLADSTONE STREET SOUTH MELBOURNE VIC 3205

Land Id	Lot	Plan	Volume	Folio	Taxable Value	Tax Payable
390300			3776	169	\$1,200,000	\$0.00
			5551	93		

Vendor: NEST MELBOURNE PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax Details	Year	Proportional Tax	Penalty/Interest	Total
NEST MELBOURNE TRUST	2014	\$8,788.00	\$0.00	\$0.00

Arrears of Tax	Year	Proportional Tax	Penalty/Interest	Total
----------------	------	------------------	------------------	-------

Comments: Land Tax of \$8,788.00 has been assessed for 2014, an amount of \$8,788.00 has been paid. This certificate also includes land at vol/fol: 6455/970, 6455/971 & 3526/014

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: \$1,200,000

AMOUNT PAYABLE: \$0.00

Land Tax Clearance Certificate - Remittance Advice

Certificate No: 86151287

Land ID: 390300

Amount Payable: \$0.00

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: 86151287

- 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 \$1,200,000

Land Tax = \$4,575.00

Calculated as \$2,975 plus (\$1,200,000 - \$1,000,000) multiplied by 0.800 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

Planning Property Report

from www.dtpll.vic.gov.au/planning on 05 November 2014 10:46 AM

Address: 89-103 GLADSTONE STREET SOUTH MELBOURNE 3205

Lot and Plan Number: Lot 1 TP809407

This property has a total of 6 parcels.

For full parcel details get the free Basic Property report at [Property Reports](#)

Local Government (Council): PORT PHILLIP **Council Property Number:** 211618

Directory Reference: Melway 2E J12

See next page for planning information

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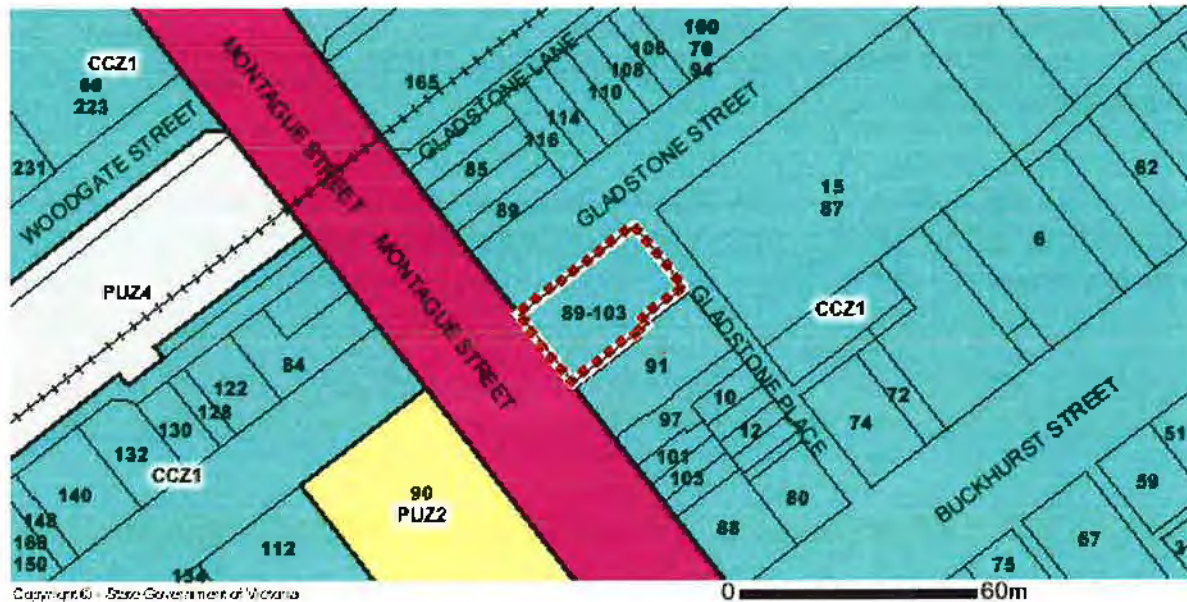
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Planning Zone

CAPITAL CITY ZONE - SCHEDULE 1 (CCZ1)

SCHEDULE TO THE CAPITAL CITY ZONE - SCHEDULE 1



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Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Zones Legend

ACZ - Activity Centre	IN1Z - Industrial 1	R1Z - General Residential
B1Z - Commercial 1	IN2Z - Industrial 2	R2Z - General Residential
B2Z - Commercial 1	IN3Z - Industrial 3	R3Z - General Residential
B3Z - Commercial 2	LDRZ - Low Density Residential	RAZ - Rural Activity
B4Z - Commercial 2	MUZ - Mixed Use	RCZ - Rural Conservation
B5Z - Commercial 1	NRZ - Neighbourhood Residential	RDZ1 - Road - Category 1
C1Z - Commercial 1	PCRZ - Public Conservation & Resource	RDZ2 - Road - Category 2
C2Z - Commercial 2	PDZ - Priority Development	RGZ - Residential Growth
CA - Commonwealth Land	PPRZ - Public Park & Recreation	RLZ - Rural Living
CCZ - Capital City	PUZ1 - Public Use - Service & Utility	RUZ - Rural
CDZ - Comprehensive Development	PUZ2 - Public Use - Education	SUZ - Special Use
DZ - Dockland	PUZ3 - Public Use - Health Community	TZ - Township
ERZ - Environmental Rural	PUZ4 - Public Use - Transport	UFZ - Urban Floodway
FZ - Farming	PUZ5 - Public Use - Cemetery/Crematorium	UGZ - Urban Growth
GRZ - General Residential	PUZ6 - Public Use - Local Government	Urban Growth Boundary
GWAZ - Green Wedge A	PUZ7 - Public Use - Other Public Use	
GWZ - Green Wedge	PZ - Port	

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Planning Overlays

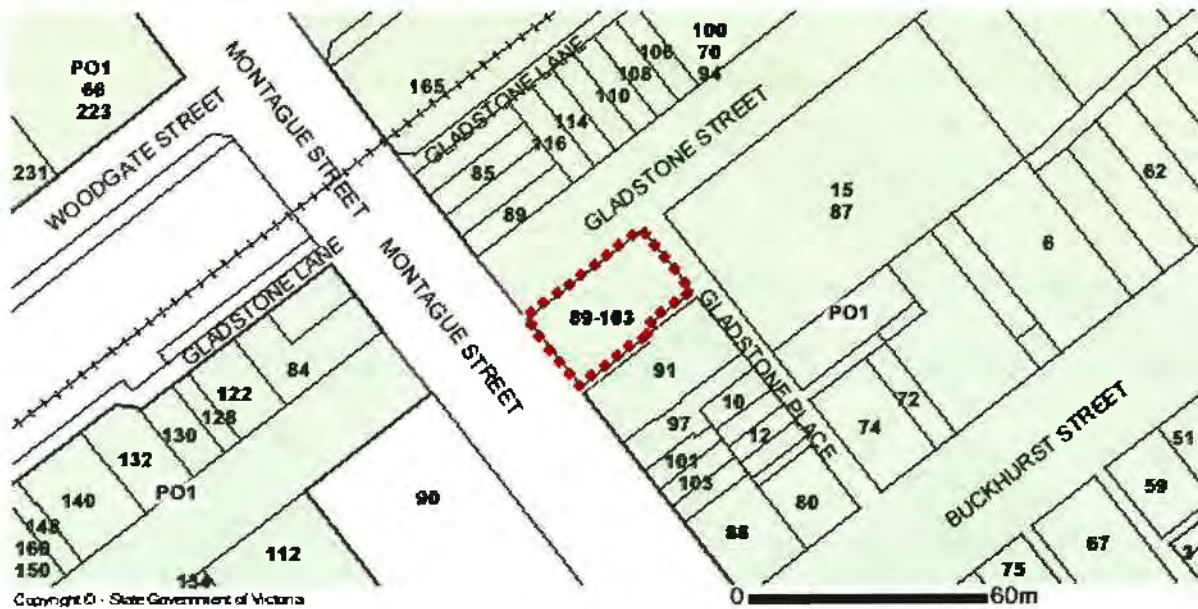
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)



PARKING OVERLAY (PO)

PARKING OVERLAY - PRECINCT 1 SCHEDULE (PO1)



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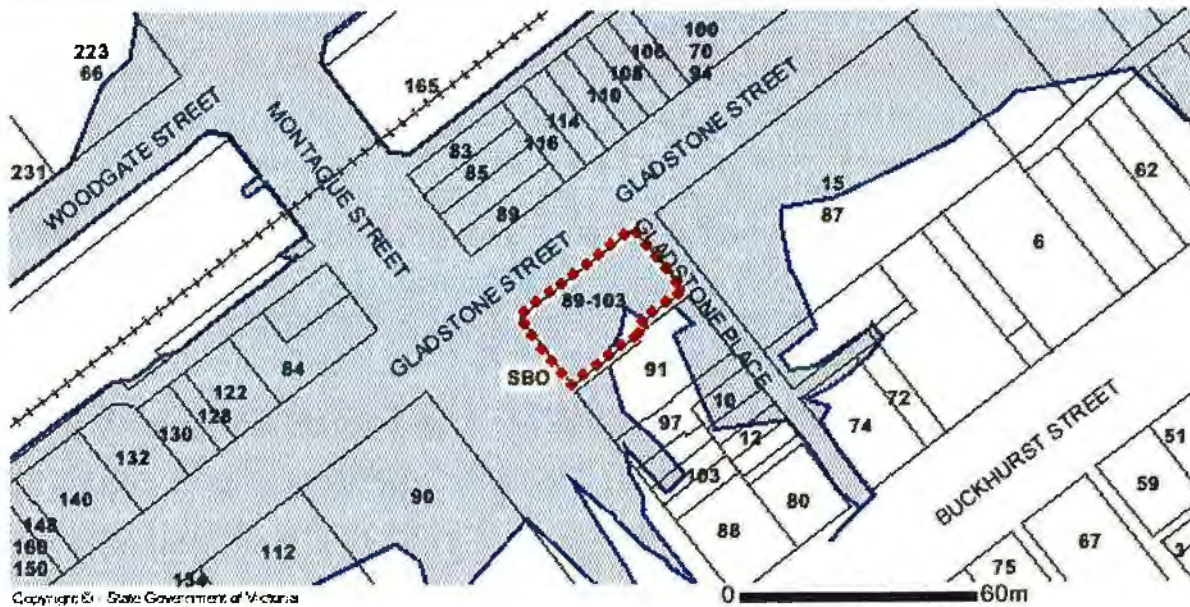
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Planning Overlays

SPECIAL BUILDING OVERLAY (SBO)

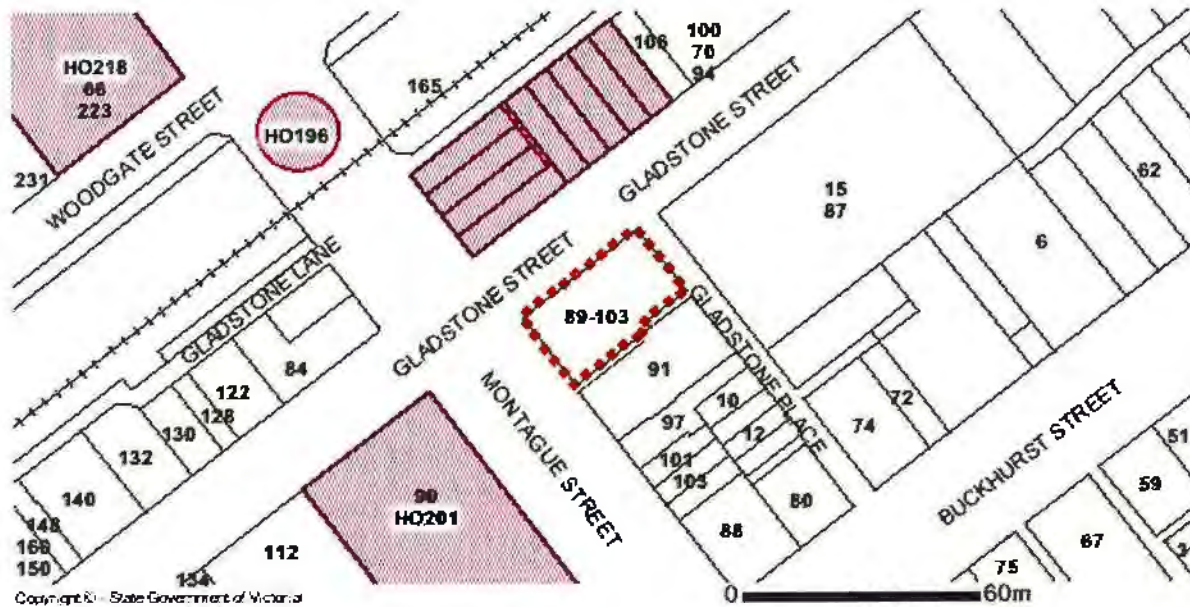
SPECIAL BUILDING OVERLAY SCHEDULE (SBO)



OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)



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Planning Overlays Legend

Overlays Legend

	AEO - Airport Environs		LSIO - Land Subject to Inundation
	BMD - Bushfire Management (also WMD)		MAEO1 - Melbourne Airport Environs 1
	CLPD - City Link Project		MAEO2 - Melbourne Airport Environs 2
	DCPO - Development Contributions Plan		NCO - Neighbourhood Character
	DDO - Design & Development		PO - Parking
	DDOPT - Design & Development Part		PAD - Public Acquisition
	DPO - Development Plan		RD - Restructure
	EAO - Environmental Audit		RCO - Road Closure
	EMO - Erosion Management		SBO - Special Building
	ESO - Environmental Significance		SLD - Significant Landscape
	FO - Floodway		SMO - Salinity Management
	HO - Heritage		SRO - State Resource
	IPD - Incorporated Plan		VPO - Vegetation Protection

Note: due to overlaps some colours on the maps may not match those in the legend.

Further Planning Information

Planning scheme data last updated on 30 October 2014.

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

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

Information about the State, local, particular and general provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the Planning & Environment Act 1987. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

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

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

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

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

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