

CONTRACT OF SALE

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APARTMENTS

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*740 Station Street, Box Hill*

# Contract of sale of real estate

Vendor: McLaren Property Construction Pty Ltd

Property: Apartment Lot - 'Parc Apartments', 740 Station Street, Box Hill

**IMPORTANT NOTICE TO PURCHASERS OF  
'OFF THE PLAN' PROPERTIES**

**THIS INFORMATION IS PROVIDED TO THE PURCHASER UNDER SECTION 9AA(1A)  
OF THE SALE OF LAND ACT 1962**

By signing this contract, the purchaser acknowledges:

- that the purchaser is able to negotiate the amount of the deposit to be paid under this contract (which deposit must not be more than 10% of the price);
- that a substantial period may pass between the signing of this contract and settlement;
- that the value of the property may change between the signing of this contract and settlement.

# CONTRACT OF SALE OF REAL ESTATE

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

Property address: Lot  'Parc Apartments', 740 Station Street, Box Hill

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 conditions set out in this contract.

The terms of this contract are contained in the:

- Particulars of Sale;
- Special Conditions, if any;
- General Conditions; and
- Vendor's Statement,

and in that order of priority.

The Vendor's Statement required by section 32(1) of the Sale of Land Act 1962 is attached to and forms part of this contract.

## IMPORTANT NOTICE TO PURCHASERS

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

You may end this contract within three 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 three day cooling-off period does not apply if:

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

## 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 full terms of this contract.

The authority of a person signing:

- under power of attorney;
- as director of a corporation; or
- as agent authorised in writing by one of the parties,

must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER** \_\_\_\_\_ on / / 20

Print name of person signing \_\_\_\_\_

State nature of authority if applicable (eg 'director', 'attorney under power of attorney') \_\_\_\_\_

This offer will lapse unless accepted within \_\_\_\_\_ clear business days (three clear business days if none specified).

**SIGNED BY THE VENDOR** \_\_\_\_\_ on / / 20

Print name of person signing \_\_\_\_\_

State nature of authority if applicable (eg 'director', 'attorney under power of attorney') \_\_\_\_\_

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

## Particulars of sale

**Vendor's estate agent:**

**Vendor:**

Mclaren Property Construction Pty Ltd ACN 164 849 512 of Level 9, 575 Bourke Street, Melbourne, Victoria

**Vendor's legal practitioner:**

Hall & Wilcox, Level 30, 600 Bourke Street, Melbourne, Victoria.  
Telephone: 9603 3555. Facsimile: 9670 9632. DX: 320. Reference: Melanie Dunlop. Email: melanie.dunlop@hallandwilcox.com.au

**Purchaser:**

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**Purchaser's legal practitioner or conveyancer:**

Tel:	Fax:	Email:

**Property address:**

Lot  'Parc Apartments', 740 Station Street, Box Hill

**Land (general conditions 3 and 9)**

The land is lot  on the Plan being part of the Site.

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

As set out in the Schedule of Inclusions.

**Colour scheme (special condition 8.5) and the Schedule of Inclusions)**

The purchaser selects the following colour scheme (please tick selected scheme).

Light  Dark

**Optional additions (special condition 8.5)**

The purchaser selects the following optional additions:

Please tick additions chosen	Optional additions	Cost of addition	Amount to be added to Price
<input type="checkbox"/>	Roller blinds	\$2,200	\$
<input type="checkbox"/>	Integrated refrigerator	\$2,850	\$
<input type="checkbox"/>	Washing machine/dryer	\$1,200	\$
<input type="checkbox"/>	Integrated study	\$850	\$
<b>Total to be added to Price</b>			<b>\$</b>

**Payment (general condition 11):**

Price \$  inclusive of GST

Additional options \$

Total Price \$

Deposit \$  10% of the price

of which \$  has been paid

and the balance of \$

is due on

Residue \$  payable at settlement

**GST (general condition 13)**

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

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

**Not applicable**

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

**Not applicable**

**Settlement (general condition 10)**

Settlement is due on the later of:

- (a) five Business Days after the vendor gives notice to the purchaser of registration of the Plan; and
- (b) five Business Days after the vendor gives to the purchaser a copy of the Occupancy Permit.

**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

**Not applicable**

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

**Not applicable**

**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

Not applicable

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

**Loan (general condition 14)**

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

Lender:

Loan amount: \$

Approval date:

**Foreign resident**

The purchaser declares that the purchaser is:  
*(tick as appropriate)*

- (a) a Foreign Person
- (b) an Australian resident

**Special conditions**

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

Special conditions

If the contract is subject to '**special conditions**' then particulars of the special conditions are set out on the following pages.

# CONTRACT OF SALE OF REAL ESTATE - SPECIAL CONDITIONS

## 1 Definitions and interpretation

### 1.1 Definitions

In this contract:

**Bank Guarantee** means a bank guarantee issued in a form, and on terms, acceptable to the vendor in the vendor's absolute discretion.

**Builder** means the builder who enters into a contract with the vendor to carry out the Building Works.

**Building Permit** means a building permit for the Building Works.

**Building Plans** means the plans in annexure 1.

**Building Works** means, subject to special condition 8, the works described in the Building Plans and the Schedule of Inclusions.

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

**Defect** means a defect in, or omission from, the Building Works due to defective materials, faulty workmanship or a deficiency in the quality of any item referred to in the Schedule of Inclusions.

**Defects Liability Period** means the period expiring on that date which is six months after the settlement date.

**Foreign Acquisitions Legislation** means the **Foreign Acquisitions and Takeovers Act 1975 (Cth)** and any regulations made under that Act.

**Foreign Person** has the meaning given to that expression in the Foreign Acquisitions Legislation.

**Government Authority** means any governmental, semi-governmental, municipal, statutory, judicial or quasi judicial authority, department, agency, body, entity, organisation, commission or tribunal.

**Occupancy Permit** means an occupancy permit issued for the property under the **Building Act 1993 (Vic)**.

**Owners Corporation** means the owners corporation created on registration of the Plan.

**Owners Corporation Rules** means the rules of the Owners Corporation annexed to the Vendor's Statement as amended, added to or substituted from time to time.

**Permit** means any planning permit, approval or consent (including any variation to them) which may be required from any Government Authority in relation to the development of the Site or the registration of the Plan and includes Whitehorse City Council planning permit number WH/2013/743.

**Plan** means unregistered plan of subdivision PS 732004K.

**Schedule of Inclusions** means the schedule of inclusions in annexure 2.

**Section 173 Agreements** means agreements made in relation to the property under section 173 of the **Planning and Environment Act 1987 (Vic)** as required by any Permit.

**Site** means the land described in the Title.

**Title** means certificate of title volume 3983 folio 565.

**Vendor's Statement** means the statement made by the vendor under the **Sale of Land Act 1962 (Vic)**, a copy of which is annexed.

### 1.2 Interpretation

In this contract, headings are inserted for convenience only and do not affect the interpretation of this contract and unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other gender;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) the meaning of general words is not limited by specific examples introduced by 'includes', 'including', 'for example' or 'such as' or similar expressions;
- (e) a reference to a document or instrument, including this contract, includes all of its clauses, paragraphs, recitals, parts, schedules and annexures and includes the document or instrument as amended, varied, novated, supplemented or replaced from time to time;
- (f) a reference to a statute, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (g) a reference to a party is to a party to this contract and includes the party's successors and permitted transferees and assigns and, if party is an individual, includes executors and personal legal representatives;

- (h) a reference to a person includes an individual, a partnership, a corporation or other corporate body, a joint venture, a firm, a trust, an association (whether incorporated or not), a government and a government authority or agency;
- (i) no provision of this contract will be construed to the disadvantage of a party merely because that party was responsible for the preparation of the contract or the inclusion of the provision in the contract;
- (j) all monetary amounts are in Australian dollars, unless otherwise stated and a reference to payment means payment in Australian dollars;
- (k) if the day on or by which something must be done is not a Business Day, that thing must be done on the next Business Day;
- (l) a right includes a benefit, remedy, discretion, authority or power;
- (m) a reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
- (n) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of a warranty or representation; and
- (o) a reference to law means common law, principles of equity and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them and consolidations, amendments, re-enactments or replacements of any of them).

## 2 Amendments to general conditions

### 2.1 Security interest

General condition 7 is deleted and replaced by the following:

#### 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 The vendor must advise the purchaser of the vendor's date of birth solely for the purpose of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser is entitled to a release, statement, approval or correction in accordance with general condition 7.3. However, the vendor is only required to so advise if the purchaser makes the request at least 15 Business Days before the due date for settlement. The purchaser must keep the vendor's date of birth secure and confidential.
- 7.3 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.
- 7.4 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that:
  - (a)
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5,000 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) is sold in the ordinary course of the vendor's business of selling personal property of that kind;
 unless:
  - (c) the personal property is of a kind that the regulations provide may or must be described by serial number in the Personal Property Securities Register; or
  - (d) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.5 A release for the purposes of general condition 7.3(a) must be in writing. The release 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.



- 7.6 The purchaser must provide the vendor with a copy of the release under general condition 7.3(a) at or as soon as practicable after settlement.
- 7.7 The vendor must also 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 in addition to ensuring a release is received under general condition 7.3(a) if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.8 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 15 Business Days before the due date for settlement.
- 7.9 The vendor may delay settlement until 15 Business 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 7.8.
- 7.10 The purchaser must pay the vendor:
- (a) interest from the due date for settlement until the date on which settlement occurs or 15 Business Days after the vendor receives the advice, whichever is the earlier;
  - (b) any reasonable costs incurred by the vendor as a result of the delay; and
  - (c) as though the purchaser was in default,
- if settlement is delayed under general condition 7.9.
- 7.11 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.11 applies despite general condition 7.1.
- 7.12 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.

## 2.2 GST farming business

- (a) General condition 13.1(b) is deleted and replaced by the following:
- 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 a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (b) General condition 13.4 is deleted and replaced by the following:
- If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (i) 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
  - (ii) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

## 2.3 Service

- (a) General condition 17.1 is deleted and replaced by the following:
- Any document sent by:
- (i) post is taken to have been served on the next business day after posting, unless proved otherwise; and
  - (ii) email is taken to have been served at the time of receipt as provided in section 13A of the **Electronic Transactions (Victoria) Act 2000**.
- (b) General condition 17.2 is deleted and replaced by the following:
- 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:
- (i) personally; or
  - (ii) by prepaid post; or
  - (iii) 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
  - (iv) by email.

## 2.4 Nomination

General condition 18 is deleted and replaced by the following:

- (a) The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of the purchaser's obligations under this contract.
- (b) If the purchaser wishes to nominate a substitute or additional transferee, the purchaser must deliver to the vendor's legal practitioner:
  - (i) a nomination notice executed by the nominee and the purchaser;
  - (ii) if the nominee is a corporation to which special condition 18 applies, a guarantee in the form of the document in annexure 3; and
  - (iii) a cheque payable to the vendor's legal practitioner for \$330 (GST-inclusive) being the vendor's costs in relation to the nomination.

## 2.5 Acceptance of title

General condition 12.4 is added:

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

## 3 Encumbrances

### 3.1 Property subject to encumbrances

In addition to the encumbrances referred to in general condition 1.1, the purchaser buys the property subject to:

- (a) all registered, implied or other easements or covenants affecting the property or the Site;
- (b) all easements or restrictions required by any Government Authority under the terms of, or in relation to, any Permit including any Section 173 Agreement;
- (c) all encumbrances recorded on the Plan;
- (d) all easements, restrictions or other rights created on registration of the Plan; and
- (e) the easements and rights implied by section 12(2) of the **Subdivision Act 1988 (Vic)**.

### 3.2 Purchaser not to object

The purchaser must not make any requisition or objection, delay settlement, claim any compensation or terminate or purport to terminate this contract because of any of the matters included in this special condition.

## 4 Purchaser's acknowledgements

### 4.1 Acknowledgements and limitations

The purchaser acknowledges and agrees that, except as expressly set out in this contract:

- (a) the purchaser does not rely on any warranty or representation made by the vendor or any person on behalf of the vendor; and
- (b) the purchaser has relied entirely on the purchaser's own enquiries relating to, and inspection of, the property including the potential use of the property and any services to and on the property.

### 4.2 Display suite and marketing material

- (a) Without limiting special condition 4.1, the purchaser acknowledges and agrees that any display suite, whether it is located on the property or elsewhere, or other displays in relation to the property or any marketing material (including any representation on any internet site) shown or provided to the purchaser by the vendor or by any person acting or purporting to act on behalf of the vendor are not to be relied on by the purchaser as an accurate representation of the property as constructed.
- (b) The purchaser must not make any requisition or objection, delay settlement, claim any compensation or terminate or purport to terminate this contract if any display suite or other display or any marketing material (including any representation on any internet site) is not an accurate representation of the property as constructed.

## 5 Vendor's right to terminate

### 5.1 Vendor's right

If, at any time and for any reason in the vendor's absolute discretion, the vendor determines not to proceed with the Building Works, the vendor may terminate this contract by giving written notice to the purchaser, in which case the deposit must be refunded to the purchaser together with any accrued interest (less bank and government charges incurred in relation to the deposit).

## 5.2 Condition for vendor's benefit

The purchaser acknowledges and agrees that:

- (a) this special condition is for the benefit of the vendor only; and
- (b) if the vendor terminates this contract under this special condition, neither party will have any right to any compensation.

## 6 Planning

### 6.1 Purchaser's acknowledgement

The purchaser acknowledges and agrees that:

- (a) the purchaser buys the property subject to any restrictions imposed by:
  - (i) any Permit; or
  - (ii) any relevant planning legislation, regulations or schemes; and
- (b) the vendor:
  - (i) may be required to create easements, covenants and other like restrictions (including any Section 173 Agreement) which affect the property or the Site and which may be required by any Government Authority to allow either certification or registration of the Plan; and
  - (ii) is authorised to grant leases or privileges or other rights for any common property on the Plan and the Site which the vendor, acting reasonably, considers necessary for the development and proper functioning of the Site.

### 6.2 Purchaser to authorise variation or amendment

- (a) The vendor may vary or amend any Permit in respect of the property or the Site and, if requested to do so by the vendor or by any Government Authority, the purchaser must, within five Business Days of being requested to do so, sign any consents or authorities that the vendor may require to enable the vendor to vary or amend any Permit or obtain any further or additional Permit that may be required by the vendor in respect of the property or the Site.
- (b) Without limiting special condition 6.2(a), the vendor may vary or amend any Permit in respect of the property or the Site to provide for the completion of the development of the Site in such stages as the vendor may determine in its absolute discretion.

### 6.3 Purchaser not to object

The purchaser must not lodge any objection to, or do anything, or allow any person acting or purporting to act on behalf of the purchaser to lodge any objection to, or do anything, which will in any way delay, obstruct, disrupt, hinder or prevent the vendor from obtaining any Permit or proceeding with the Building Works or the registration of the Plan.

### 6.4 No requisition

Subject to the purchaser's rights under the **Sale of Land Act 1962 (Vic)**, the purchaser must not make any requisition or objection, delay settlement, claim any compensation or terminate or purport to terminate this contract because of any of the matters included in this special condition.

## 7 Plan of subdivision

### 7.1 Purchaser's acknowledgement

The purchaser acknowledges and agrees that the property is a lot on a plan of subdivision which has not been certified or registered in accordance with the **Subdivision Act 1988 (Vic)**.

### 7.2 Vendor to register

Subject to the other provisions of this contract, the vendor must, as expeditiously as reasonably possible and at its own expense, have the Plan registered by the Registrar of Titles under the **Subdivision Act 1988 (Vic)** to obtain a separate certificate of title for the property.

### 7.3 Right to terminate

- (a) If the Plan is not registered within 36 months of the day of sale, either party may, at any time after the expiration of that period but before the Plan is registered, terminate this contract by giving written notice to the other party, in which case the deposit must be refunded to the purchaser together with any accrued interest (less bank and government charges incurred in relation to the deposit).
- (b) If at any time before the Plan is registered:
  - (i) the vendor is refused any Permit or Building Permit;
  - (ii) any Permit or Building Permit is issued on conditions which are not acceptable to the vendor; or
  - (iii) registration of the Plan becomes impractical,

the vendor may terminate this contract by giving written notice to the purchaser, in which case the deposit must be refunded to the purchaser together with any accrued interest (less bank and government charges incurred in relation to the deposit).

#### **7.4 Minor variations to Plan**

- (a) Subject to the **Sale of Land Act 1962 (Vic)**, the vendor may make minor variations to the Plan and the purchaser must not make any requisition or objection, delay settlement, claim any compensation or terminate or purport to terminate this contract because of any variation made in accordance with this special condition.
- (b) Without limiting special condition 7.4(a), the vendor may:
  - (i) make such minor variations to the Plan as are necessary to comply with a requirement of any Government Authority or the Registrar of Titles;
  - (ii) alter the number, size or location of any of the lots shown on the Plan; and
  - (iii) renumber any of the lots shown on the Plan.

#### **7.5 Other variations to Plan**

If any variation to the Plan (other than a minor variation under special condition 7.4) is proposed or is necessary to comply with a requirement of any Government Authority or the Registrar of Titles:

- (a) the vendor must promptly inform the purchaser in writing of the variation;
- (b) the vendor may, in the case of a variation which is necessary to comply with a requirement of any Government Authority or the Registrar of Titles, by giving written notice to the purchaser, terminate this contract, in which case the deposit must be refunded to the purchaser together with any accrued interest (less bank and government charges incurred in relation to the deposit); and
- (c) the purchaser may, within 10 Business Days after being informed by the vendor of the variation, but only if the variation will materially affect the property, by giving written notice to the vendor, terminate this contract, in which case the deposit must be refunded to the purchaser together with any accrued interest (less bank and government charges incurred in relation to the deposit).

#### **7.6 Purchaser's acknowledgment**

The purchaser acknowledges and agrees that an amendment made to the Plan which alters the area of the property by 5% or less will not be regarded as an amendment which materially affects the property.

#### **7.7 Car stackers**

The purchaser acknowledges and agrees that if the Plan provides that the property includes a car stacker:

- (a) the vendor will procure the Owners Corporation to enact rules in respect of the car stacker; and
- (b) the purchaser has been advised that:
  - (i) the maximum height of a vehicle which will be accommodated in the car stacker is 1.75 metres; and
  - (ii) the maximum weight of a vehicle which will be accommodated in the car stacker is 2,600 kilograms.

#### **7.8 Sale of Land Act**

The purchaser acknowledges and agrees that section 10(1) of the **Sale of Land Act 1962 (Vic)** will not apply to this contract in respect of the final location of any easements on the Plan.

#### **7.9 No caveat**

Until the Plan is registered, the purchaser must not lodge a caveat in relation to the property with the Registrar of Titles and the purchaser indemnifies and must keep indemnified the vendor in respect of any loss or expense which the vendor may sustain or incur as a result of a breach of this special condition.

#### **7.10 No dealings**

- (a) Until the Plan is registered, the purchaser must not sell, transfer, assign, mortgage or otherwise encumber or deal in any other manner with the property or this contract and the purchaser indemnifies and must keep indemnified the vendor in respect of any loss or expense which the vendor may sustain or incur as a result of a breach of this special condition.
- (b) As long as the vendor is the registered proprietor of any part of the Site, the purchaser must not place any advertising material, signs, boards or any other thing which is visible from the outside of the property or anywhere on the Site without the vendor's prior written consent.

## **8 Building Works**

### **8.1 Vendor to procure Building Works**

The vendor will:

- (a) enter into a building contract with the Builder; and
- (b) procure the Builder to complete the Building Works.

### **8.2 Purchaser's acknowledgement**

The purchaser acknowledges and agrees that:

- (a) the vendor will not undertake any of the Building Works;
- (b) this contract is not a major domestic building contract as that expression is defined in the **Domestic Building Contracts Act 1995 (Vic)**; and
- (c) despite special condition 8.2(b), if this contract is for any reason found to be a major domestic building contract:
  - (i) the purchaser must not make any requisition or objection, delay settlement, claim any compensation or terminate or purport to terminate this contract because of any finding; and
  - (ii) the vendor and the purchaser must vary this contract so that it complies with the **Domestic Building Contracts Act 1995 (Vic)**.

### **8.3 Variations to Building Works**

The vendor may make variations to the Building Works as follows:

- (a) if a variation is necessary to comply with a requirement of any Government Authority including any Permit requirement;
- (b) if for any reason any item referred to in the Building Plans or Schedule of Inclusions is unavailable;
- (c) to replace any item referred to in the Building Plans or Schedule of Inclusions with an item of similar quality; or
- (d) as the vendor, acting reasonably, considers necessary,

and the purchaser must not make any requisition or objection, delay settlement, claim any compensation or terminate or purport to terminate this contract because of any variation made under this special condition and general condition 24 does not apply to this contract.

### **8.4 Completion of Building Works**

- (a) The Building Works will for all purposes, other than special condition 8.5, be deemed to be completed as required by this contract on the issue of an Occupancy Permit.
- (b) If an Occupancy Permit is not issued within 36 months of the day of sale, either party may, at any time after the expiration of that period but before an Occupancy Permit is issued, terminate this contract by giving written notice to the other party, in which case the deposit must be refunded to the purchaser together with any accrued interest (less bank and government charges incurred in relation to the deposit).

### **8.5 Colour scheme and optional additions**

- (a) The Building Works will include the colour scheme and optional additions chosen by the purchaser as set out in the particulars of sale.
- (b) If no colour scheme is chosen by the purchaser, the Building Works will include the 'Light' colour scheme.
- (c) If optional additions are chosen by the purchaser:
  - (i) the price will be increased by the cost of those optional additions as set out in the particulars of sale; and
  - (ii) the make, model, specifications and colour of the:
    - (A) roller blinds;
    - (B) refrigerator; and
    - (C) washing machine/dryer,are in the vendor's sole and absolute discretion.

### **8.6 Defects**

- (a) The purchaser acknowledges and agrees that materials used in the Building Works may comprise natural products such as stone, timber and the like which may;

- (i) be subject to variations in shade, colour, texture, markings and finish;
- (ii) fade or change colour in time; or
- (iii) expand or contract as a result of exposure to heat, cold or weather,

and the purchaser must not make any requisition or objection, delay settlement, claim any compensation or terminate or purport to terminate this contract because of any of the matters referred to in this special condition, none of which will constitute a Defect.

- (b) In respect of any Defects, the following will apply:
  - (i) the purchaser must not make any requisition or objection, delay settlement, claim any compensation or terminate or purport to terminate this contract because of any Defect;
  - (ii) the vendor must procure the Builder to rectify all Defects notified in writing to the vendor prior to the expiration of the Defects Liability Period; and
  - (iii) the vendor is not required to procure the Builder to rectify any Defects notified in writing to the vendor after the expiration of the Defects Liability Period.

#### **8.7 Access**

- (a) The purchaser acknowledges and agrees that the property forms part of a development which may not be completed on the settlement date.
- (b) The purchaser must allow the Builder access to the property after the settlement date to carry out works, including Building Works, rectifying Defects or rectifying Defects on another lot on the Plan or on the common property on the Plan.
- (c) The vendor must:
  - (i) provide as much written notice to the purchaser as it reasonably can if access is required under this special condition;
  - (ii) use reasonable endeavours to minimise interference by the Builder with the occupants of the property; and
  - (iii) make good any damage to the property caused by the Builder during the time when the Builder has access to the property.

#### **8.8 No Merger**

This special condition will not merge on settlement.

#### **9 Surface level works**

As at the date of this contract, the works affecting the natural surface level of the property or the Site that are being carried out or are proposed to be carried out are excavation of for an underground car park and installation of services.

#### **10 Deposit**

##### **10.1 Deposit not to exceed 10% of price**

- (a) The deposit must not exceed 10% of the price.
- (b) Any amount paid on account of the deposit which exceeds 10% of the price must be repaid to the purchaser immediately it is received.

##### **10.2 Payment of deposit**

- (a) The deposit must be paid to the vendor's estate agent or to the vendor's legal practitioner on the date set out in the particulars of sale, or if a date is not specified in the particulars of sale, the deposit must be paid within 10 Business Days after the day of sale.
- (b) The deposit must be held by the vendor's estate agent or the vendor's legal practitioner on trust for the purchaser until registration of the Plan.
- (c) On registration of the Plan, the deposit will be held by the vendor's estate agent or the vendor's legal practitioner as stakeholder under section 24 of the Sale of Land Act 1962.

##### **10.3 Investment of deposit**

Subject to the **Sale of Land Act 1962 (Vic)**, the vendor and the purchaser direct that the deposit will be paid into a controlled money account under the **Legal Profession Act 2004(Vic)**. The controlled money account must be in the name of the purchaser.

##### **10.4 Interest on deposit**

The vendor and the purchaser acknowledge and agree that any interest on the account established under this special condition (less bank and government charges incurred in relation to the deposit) will be paid to the party entitled to receive the deposit on settlement or termination of this contract.

## 10.5 Tax file number

- (a) Within five Business Days of the date of this contract, the purchaser must advise the vendor's legal practitioner in writing of the purchaser's tax file number.
- (b) The purchaser must not make any claim against the vendor or the vendor's legal practitioner in respect of any tax deducted from interest on the deposit because of a failure of the purchaser to provide its tax file number to the vendor's legal practitioner for notification to the bank with which the deposit is invested.

## 10.6 Bank Guarantee

- (a) The vendor may, in the vendor's absolute discretion, accept a Bank Guarantee in place of the deposit.
- (b) If the vendor accepts a Bank Guarantee in place of the deposit:
  - (i) the Bank Guarantee must be made out in favour of, and delivered to, the vendor's legal practitioner;
  - (ii) on the settlement date:
    - (A) the purchaser must pay to the vendor the whole of the price; and
    - (B) the vendor must deliver the Bank Guarantee to the purchaser; and
  - (iii) where this contract is lawfully terminated by the purchaser, the vendor must deliver the Bank Guarantee to the purchaser.
- (c) If the vendor lawfully terminates this contract under general condition 28.4, the vendor will be entitled to call on the Bank Guarantee without notice to the purchaser and the purchaser agrees that the amount paid to the vendor under the Bank Guarantee will form all or part of the amount forfeited to the vendor under general condition 28.4(a).
- (d) The vendor is not entitled to the proceeds of the Bank Guarantee until either:
  - (i) the contract is terminated in accordance with special condition 10.6(c); or
  - (ii) settlement occurs.

## 11 Owners Corporation

### 11.1 Purchaser's acknowledgment

The purchaser acknowledges and agrees that the property is sold subject to:

- (a) the **Subdivision Act 1988 (Vic)**, the **Owners Corporation Act 2006 (Vic)** and the **Owners Corporation Regulations 2007 (Vic)**;
- (b) the lot entitlement and lot liability and all other information set out in the Plan;
- (c) all requirements of, or in relation to, the Owners Corporation; and
- (d) the Owners Corporation Rules.

### 11.2 Vendor's rights and obligations

- (a) The purchaser acknowledges and agrees that, on registration of the Plan, an Owners Corporation will be established and the vendor:
  - (i) will procure the Owners Corporation to hold a first meeting;
  - (ii) will procure the Owners Corporation to effect the insurances required by the **Owners Corporation Act 2006 (Vic)** or the **Owners Corporation Regulations 2007 (Vic)**;
  - (iii) will determine what amount, if any, is payable under the **Owners Corporation Act 2006 (Vic)** or the **Owners Corporation Regulations 2007 (Vic)** by the owners of any of the lots on the Plan;
  - (iv) may procure the Owners Corporation to make special rules under the **Owners Corporation Act 2006 (Vic)** or the **Owners Corporation Regulations 2007 (Vic)** (as the case may be) which amend or replace the model rules set out in the **Owners Corporation Regulations 2007 (Vic)**; and
  - (v) may appoint a property manager or a managing agent (or both) for the Owners Corporation.
- (b) The purchaser acknowledges and agrees that the vendor or the Owners Corporation:
  - (i) may agree to purchase electricity, water, communications, or other services for the property or the common property and that any costs incurred for the supply of those services may be part of the Owners Corporation fees.
  - (ii) may procure the Owners Corporation to enter into a lease or licence of part or all of the common property; and

- (iii) may procure the Owners Corporation to enter into agreements for the supply of Services to the property in compliance with all applicable laws and regulations.
- (c) While the vendor is a member of the Owners Corporation, the purchaser acknowledges and agrees that it will:
  - (i) vote at any meeting or committee of the Owners Corporation to exercise any of the vendor's rights under this contract;
  - (ii) not do anything which will would prevent the vendor from exercising any of the vendor's rights under this contract; and
  - (iii) not change or add to or allow the Owners Corporation to change the Owners Corporation Rules without the vendor's consent.

### **11.3 Changes to Owners Corporation Rules**

The purchaser acknowledges and agrees that the vendor or the Owners Corporation may require changes to the Owners Corporation Rules to:

- (a) comply with the requirements of any Government Authority;
- (b) allow services to the property or the Site; and
- (c) provide for any matter which the vendor or the Owners Corporation consider to be reasonably necessary for the proper management of the property or the Owners Corporation.

### **11.4 No requisition**

The purchaser must not make any requisition or objection, delay settlement, claim any compensation or terminate or purport to terminate this contract because of any action taken by the vendor under this special condition.

## **12 Stamp duty**

### **12.1 No representation**

The purchaser acknowledges and agrees that:

- (a) the vendor makes no representation and gives no warranty as to the amount of stamp duty which will be assessed and payable on the transfer of the property to the purchaser; and
- (b) the purchaser must not make any claim against, or claim any compensation from, the vendor in relation to the amount of stamp duty assessed and payable on the transfer of the property to the purchaser.

### **12.2 Purchasers buying unequal interests**

- (a) If there is more than one purchaser, it is the purchasers' responsibility to ensure that this contract correctly records, at the day of sale, the proportions in which they are buying the property.
- (b) If the proportions recorded in the transfer of land differ from those recorded in this contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- (c) The purchasers fully indemnify the vendor, the vendor's agent and the vendor's lawyers against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer of land differing from those recorded in this contract.

### **12.3 Statutory declaration**

On the settlement date, the vendor must deliver to the purchaser a statutory declaration in the form required by the **Duties Act 2000 (Vic)**.

### **12.4 No merger**

This special condition will not merge on settlement.

## **13 Delivery of transfer by purchaser**

### **13.1 General condition 6**

General condition 6 does not apply to this contract of sale.

### **13.2 Transfer of land**

The transfer of land document must be delivered by the purchaser to the vendor not less than 10 Business Days before the date for payment of the residue and if the purchaser fails to do so:

- (a) the vendor will not be obliged to complete this contract on the date for payment of the residue but rather on the date which is 10 Business Days after the date of delivery to the vendor of the transfer; and



- (b) the purchaser will be deemed to have made default in payment of the residue and must pay interest from the date for payment of the residue until the date which is 10 Business Days after the date of delivery to the vendor of the transfer.

## **14 Guarantee**

### **14.1 General condition 20**

General condition 20 does not apply to this contract.

### **14.2 When guarantees required**

- (a) If the purchaser is a company not listed on the Australian Securities Exchange (unless the purchaser is a subsidiary of a listed company in which case special condition 14.2(b) will apply), the purchaser must, at its expense and within five Business Days of the day of sale, procure and deliver to the vendor's legal practitioner a joint and several guarantee from all of the directors of the purchaser in the form of the document in annexure 3.
- (b) If the purchaser is a subsidiary of a company listed on the Australian Securities Exchange, the purchaser must, at its expense and within five Business Days of the day of sale, procure and deliver to the vendor's legal practitioner a guarantee from the listed company in the form of the document in annexure 3.

## **15 Adjustments**

### **15.1 General condition 15**

General conditions 15.1, 15.2(b) and 15.2 (c) do not apply to this contract of sale.

### **15.2 Adjust as paid**

All periodic outgoings in respect of the property must be apportioned between the vendor and the purchaser on the settlement date on the basis that they have been, or will be, paid by the vendor.

### **15.3 Vendor to pay**

- (a) If any outgoing has been assessed but is not due and payable as at the settlement date, the purchaser agrees that the vendor will not be obliged to pay the amount of the assessment until it is due and the purchaser will proceed with completion of this contract and not require the outgoing to be paid on or before settlement date.
- (b) Without limiting special condition 15.3(a), payment of the price must not be delayed and no money may be withheld from the vendor out of the price on account of any land tax. The vendor acknowledges that it is liable and responsible for payment of any land tax chargeable on the property until the date on which the purchaser becomes entitled to possession and the vendor will make all proper returns and pay any land tax within the time required by any assessment notice received by the vendor. Land tax will be apportioned between the vendor and the purchaser on the basis that the Site is the only property owned by the vendor.

### **15.4 No separate assessment**

If the property is not separately assessed in respect of any outgoing, the portion of the relevant outgoing to be adjusted between the vendor and the purchaser will be the same proportion of the total that the lot liability of the property bears to the total lot liability of all of the lots in the Plan.

### **15.5 Supplementary rates**

If supplementary rates or outgoings are assessed, levied or charged against the property after settlement, the purchaser is solely responsible for the amount of any such supplementary rates or outgoings.

### **15.6 Service, meter and usage charges**

- (a) On settlement, the purchaser must allow in favour of the vendor:
  - (i) an amount equal to the amount or amounts paid by the vendor to establish accounts or transfer any service to the property into the name of the purchaser including, but not limited to, electricity, gas, water, sewerage or telephone services;
  - (ii) an amount equal to the amount or amounts paid by the vendor for any electricity, gas, water, sewerage or telephone usage charges in relation to the property; and
  - (iii) a proportion of all charges incurred by the vendor in respect of the supply of services to the Site or the property, including charges incurred in respect of the installation of gas and electricity meters.
- (b) Any costs or charges referred to in special condition 15.6(a) will be adjusted in favour of the vendor at settlement and will not be the subject of an apportionment.

### **15.7 Owners Corporation charges**

- (a) Any levy or charge imposed under the **Owners Corporation Regulations 2007 (Vic)** for the recovery of general administration and maintenance fees, insurance, and other obligations or

undertakings of the Owners Corporation must be adjusted between the vendor and the purchaser.

- (b) The amount of any special levy made on the vendor under the **Owners Corporation Regulations 2007 (Vic)** before the day of sale will be paid by the vendor and the amount of any levy made on the vendor on or after the day of sale will be paid by the purchaser and will not be the subject of an apportionment.

## **16 Settlement**

### **16.1 General Condition 10.3**

General condition 10.3 does not apply to this contract.

### **16.2 Time and place for settlement**

- (a) Settlement must take place no later than 3.00 pm on the settlement date failing which settlement will be deemed to take place on the next Business Day.
- (b) Settlement will take place at the offices of the vendor's legal practitioner or as the vendor otherwise directs.
- (c) Without limiting any other rights of the vendor, if the purchaser fails to settle on the due date for settlement, the purchaser must pay to the vendor's legal practitioner an amount of \$330 (GST-inclusive) being the vendor's legal costs and disbursements in relation to the failure to settle.

### **16.3 No separate title**

If, on or before settlement, the vendor has not received a separate certificate of title for the property:

- (a) the purchaser must not make any requisition or objection, delay settlement, claim any compensation or terminate or purport to terminate this contract; and
- (b) the purchaser must accept the transfer of the title to the property together with an order to register directing the Registrar of Titles to register the transfer and to issue the relevant certificate of title to the person lodging the transfer with the Registrar.

## **17 Release of security interest**

### **17.1 General condition 7**

General condition 7 does not apply to this contract of sale.

### **17.2 Purchaser must accept letter**

At settlement, the vendor must deliver and the purchaser must accept a letter from any party holding a security interest releasing the property from that security interest.

### **17.3 Inconsistency**

This special condition 21 prevails over special condition 2.1.

## **18 Foreign Acquisitions Legislation**

### **18.1 Application of special condition**

If the purchaser is a Foreign Person and the acquisition of the property is subject to the Foreign Acquisitions Legislation, this special condition will apply.

### **18.2 Application by purchaser**

The purchaser must:

- (a) within five Business Days of the day of sale, apply for approval of the acquisition of the property in the manner and in the form prescribed by the Foreign Acquisitions Legislation;
- (b) provide all information as may be required in relation to the purchaser's application for such approval;
- (c) use the purchaser's best endeavours to expedite such approval; and
- (d) promptly inform the vendor upon receipt of confirmation of:
  - (i) objection to the acquisition of the property;
  - (ii) approval of the acquisition of the property; or
  - (iii) non-objection to the acquisition of the property.

### **18.3 Termination**

Unless:

- (a) the acquisition of the property is exempt under the Foreign Acquisitions Legislation; or
- (b) within 60 Business Days after the day of sale, the purchaser has provided the vendor with a copy of written advice:

- (i) that the acquisition of the property has been approved; or
- (ii) that there is no objection to the acquisition of the property,

the vendor may, at any time after the expiration of that period, terminate this contract by giving written notice to the purchaser, in which case the deposit must be refunded to the purchaser together with any accrued interest (less bank and government charges incurred in relation to the deposit).

#### **18.4 Indemnity**

The purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of any breach by the purchaser of the Foreign Acquisitions Legislation.

#### **18.5 No merger**

This special condition will not merge on settlement.

#### **19 Dealings by vendor**

The vendor may:

- (a) execute a mortgage or charge over the property or the Site; or
- (b) assign, mortgage, encumber or transfer its rights under this contract at any time.

#### **20 Confidentiality**

The vendor and the purchaser must not disclose the contents or terms of this contract or any information obtained or received in connection with the negotiation of this contract to any person who is not a party to this contract, except to the extent that:

- (a) the other party consents to the disclosure;
- (b) the disclosure is made on a confidential basis to that party's officers, employees, agents, financiers or professional advisers; or
- (c) the disclosure is necessary in order to comply with any applicable law or an order of a court or tribunal.

#### **21 Amendment**

This contract may only be amended or varied in writing signed by each party.

#### **22 Waiver**

- (a) No failure to exercise or delay in exercising any right given by or under this contract to a party constitutes a waiver and the party may still exercise that right in the future.
- (b) Waiver of any provision of this contract or a right created under it must be in writing signed by the party giving the waiver and is only effective to the extent set out in that written waiver.

#### **23 Entire agreement**

This contract constitutes the entire agreement between the parties about its subject matter and supersedes all previous communications, representations, understandings or agreements between the parties on the subject matter.

#### **24 Severability**

If any provision of this contract is void, voidable by a party, unenforceable, invalid or illegal and would not be so if a word or words were omitted, then that word or those words are to be severed and if this cannot be done, the entire provision is to be severed from this contract without affecting the validity or enforceability of the remaining provisions of this contract.

#### **25 No merger**

Any provision of this contract which is capable of taking effect after settlement will not merge on settlement but rather will continue in full force and effect.

#### **26 Further assurance**

Each party must do, sign, execute and deliver and must procure that each of its employees and agents does, signs, executes and delivers, all deeds, documents, instruments and acts reasonably required of it or them by notice from the other party to effectively carry out and give full effect to this contract and the rights and obligations of the parties under it, both before and after settlement.

#### **27 Counterparts**

This contract may be signed in any number of counterparts. All signed counterparts taken together constitute one contract.

# CONTRACT OF SALE OF REAL ESTATE - GENERAL CONDITIONS

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

### TITLE

#### 1 Encumbrances

- 1.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the Vendor's Statement other than mortgages or caveats; and
  - (b) any reservations in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

#### 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 Vendor's Statement.
- 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

#### 3 Identity of the land

- 3.1 An omission or mistake in the description 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 Subject to general conditions 7.3 and 7.4, the vendor must ensure that at or before settlement, the purchaser receives:
  - (a) a release from the secured party releasing the security interest in respect of the property; 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 the due date for 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 the due date for settlement, the personal property included in the contract is not or will not be property in which the security interest is granted, if the security interest is registered in the Personal Property Securities Register.
- 7.3 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that is sold in the ordinary course of the vendor's business of selling personal property of that kind unless, in the case of goods that may or must be described by serial number in the Personal Property Securities Register, the purchaser advises the vendor at least 21 days before the due date for settlement that the goods are to be held as inventory.
- 7.4 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that:
  - (a) is not described by serial number in the Personal Property Securities Register; and
  - (b) is predominantly used for personal, domestic or household purposes; and
  - (c) has a market value of not more than \$5,000 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.
- 7.5 A release for the purposes of general condition 7.2(a) must be in writing and in a form published by the Law Institute of Victoria, Law Council of Australia or the Australian Bankers Association.
- 7.6 If the purchaser receives a release under general condition 7.2(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.7 In addition to ensuring a release is received under general condition 7.2(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.
- 7.8 The purchaser must advise the vendor of any security interest that the purchaser reasonably requires to be released at least 21 days before the due date for settlement.
- 7.9 If the purchaser does not provide an advice under general condition 7.8, 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.

- 7.10 If settlement is delayed under general condition 7.9, 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.
- 7.11 Words and phrases used in general condition 7 which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7.

## **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 the 'registered proprietor' is a reference to 'owner'.

## **MONEY**

### **10 Settlement**

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 am and 4.00 pm 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 an 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 a farming business and the supply (or a 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 a 'farming business':
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

#### **14 Loan**

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

#### **15 Adjustments**

- 15.1 All periodic 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 date of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the Land Tax Act 2005); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

### **TRANSACTIONAL**

#### **16 Time**

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

#### **17 Service**

- 17.1 Any document sent by post is taken to have been served on the next business day after posting, unless proved otherwise.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
  - (b) by prepaid 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.

- 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 'service' or any other expression is used.

#### **18 Nominee**

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



## **19 Liability of signatory**

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

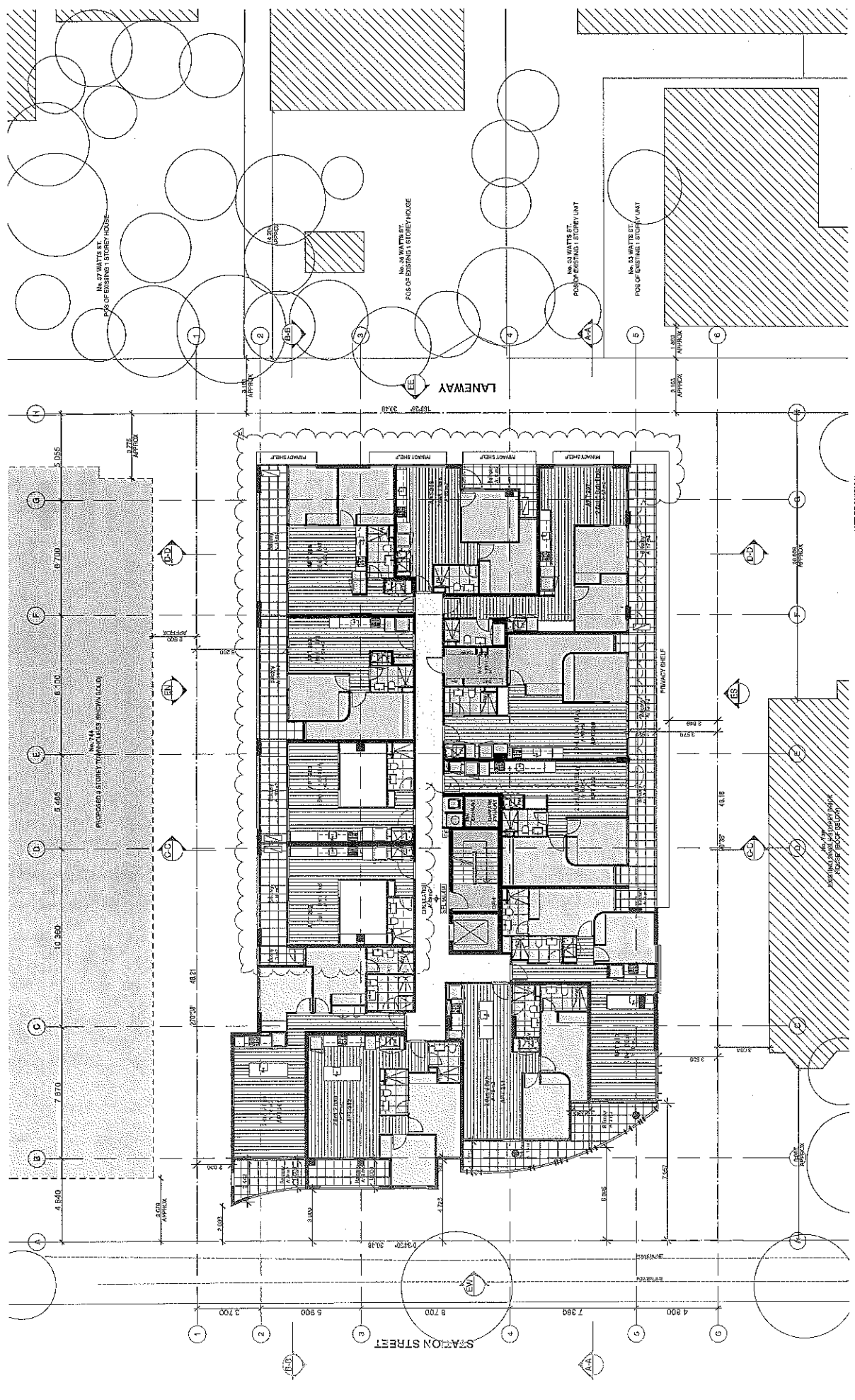
# **ANNEXURE 1**

## **Building Plans**









**ISSUE TO TOWN PLANNING**

PROJECT	740 STATION ST BOX HILL	SCALE	1:1000
PREPARED BY	STUDIO 4	TOWN PLAN	
DATE	11/15/20	PROJECT NO.	11590
PROJECT NO.	11590	DATE	11/15/20

**LIFT PROVISION  
DIMENSIONS SHOWN FOR LIFT COMPLIES  
WITH BSA REQUIREMENTS**

**plus**  
ARCHITECTS

2711 BROADWAY, SUITE 200  
DUNSMUIR, BC V6Z 2K5  
TEL: (604) 255-5511  
WWW.PLUSARCHITECTS.COM

NO.	DESCRIPTION	BY	CHK.	DATE
1	Issue for Review			
2	Issue for Review			
3	Issue for Review			
4	Issue for Review			
5	Issue for Review			

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<input type="checkbox"/> Lifting Platform	<input type="checkbox"/> Platform
<input type="checkbox"/> Lifting Platform	<input type="checkbox"/> Platform

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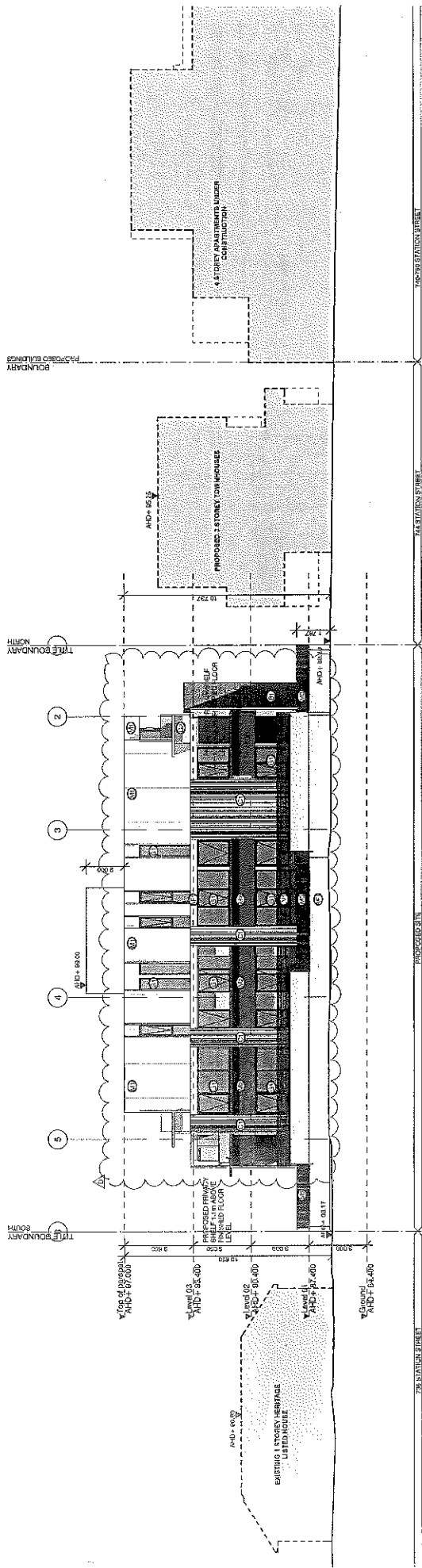
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<input type="checkbox"/> Lifting Platform	<input type="checkbox"/> Platform











**EXTERNAL FINISHES LEGEND**

- ① APPLIED FINISH - COLOUR: WHITE
- ② BRICK - COLOUR: DARK GREY
- ③ PRECAST CONCRETE WITH FORMLUMER PATTERN - COLOUR: NATURAL CONCRETE (LIGHT GREY)
- ④ METAL PANELLING COLOUR 1: WHITE
- ⑤ METAL PANELLING COLOUR 2: DARK GREY
- ⑥ METAL ROSET FENCING - COLOUR: BLACK
- ⑦ VISION GLAZING - COLOUR: LIGHT GREY TINT
- ⑧ GLAZED BALUSTRADE - COLOUR: CLEAR
- ⑨ TIMBER CLADDING - TYPE: BLACKBUTT
- ⑩ METAL PRIVACY LOUVRES - COLOUR: BLACK
- ⑪ APPLIED FINISH - COLOUR: DARK

**ISSUE TO TOWN PLANNING**

PROJECT 798 STATION ST BOX HILL	ISSUE DATE EAST ELEVATION	ISSUE NO. 11590	ISSUE TYPE PROPOSED SITE
DATE 11/08/2014	PROJECT ID 11590	ISSUE NO. 11590	ISSUE TYPE PROPOSED SITE
DATE 11/08/2014	PROJECT ID 11590	ISSUE NO. 11590	ISSUE TYPE PROPOSED SITE

**plus**  
ARCHITECTS

11590 - 11590 STATION STREET  
BOX HILL VIC 3116  
PH: 03 9439 1159  
WWW.PLUSARCHITECTS.COM.AU



DATE	BY	CHK	REV	REVISION

DATE	BY	CHK	REV	REVISION

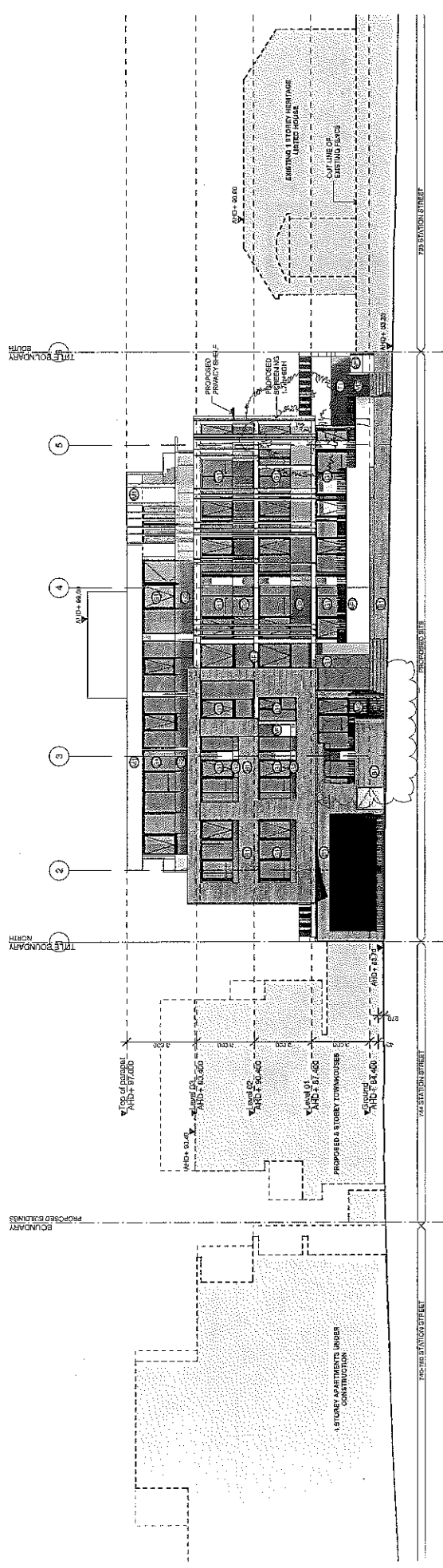
DATE	BY	CHK	REV	REVISION

DATE	BY	CHK	REV	REVISION

DATE	BY	CHK	REV	REVISION

DATE	BY	CHK	REV	REVISION





- EXTERNAL FINISHES LEGEND**
- ① APPLIED FINISH - COLOUR WHITE
  - ② BACK COLOUR - DARK GREY
  - ③ PRECAST CONCRETE WITH FORMLINER PATTERN - COLOUR NATURAL CONCRETE (LIGHT GREY)
  - ④ METAL PANELLING COLOUR 1 (WHITE)
  - ⑤ METAL PANELLING COLOUR 8 (DARK GREY)
  - ⑥ METAL PICKET FENCING - COLOUR BLACK
  - ⑦ MASON GLAZING - COLOUR LIGHT GREY/TINT
  - ⑧ GLAZED BALUSTRADE - COLOUR CLEAR
  - ⑨ TIMBER CLADDING - TYPE BLACK/BELT
  - ⑩ METAL PRIVACY LOUVERES - COLOUR BLACK
  - ⑪ APPLIED FINISH - COLOUR DARK

## ISSUE TO TOWN PLANNING

**71st STATION ST**  
**BOX HILL**

**WEST ELEVATION**

**DATE:** 11/11/2014  
**SCALE:** 1:100

**PROJECT NO:** 11590  
**DRAWING NO:** TP0203 C

**CLIENT:** MR & MRS J. HARRISON

**ARCHITECT:** [Firm Name]



DATE	BY	CHK	REV	DESCRIPTION

DATE	BY	CHK	REV	DESCRIPTION

DATE	BY	CHK	REV	DESCRIPTION

DATE	BY	CHK	REV	DESCRIPTION

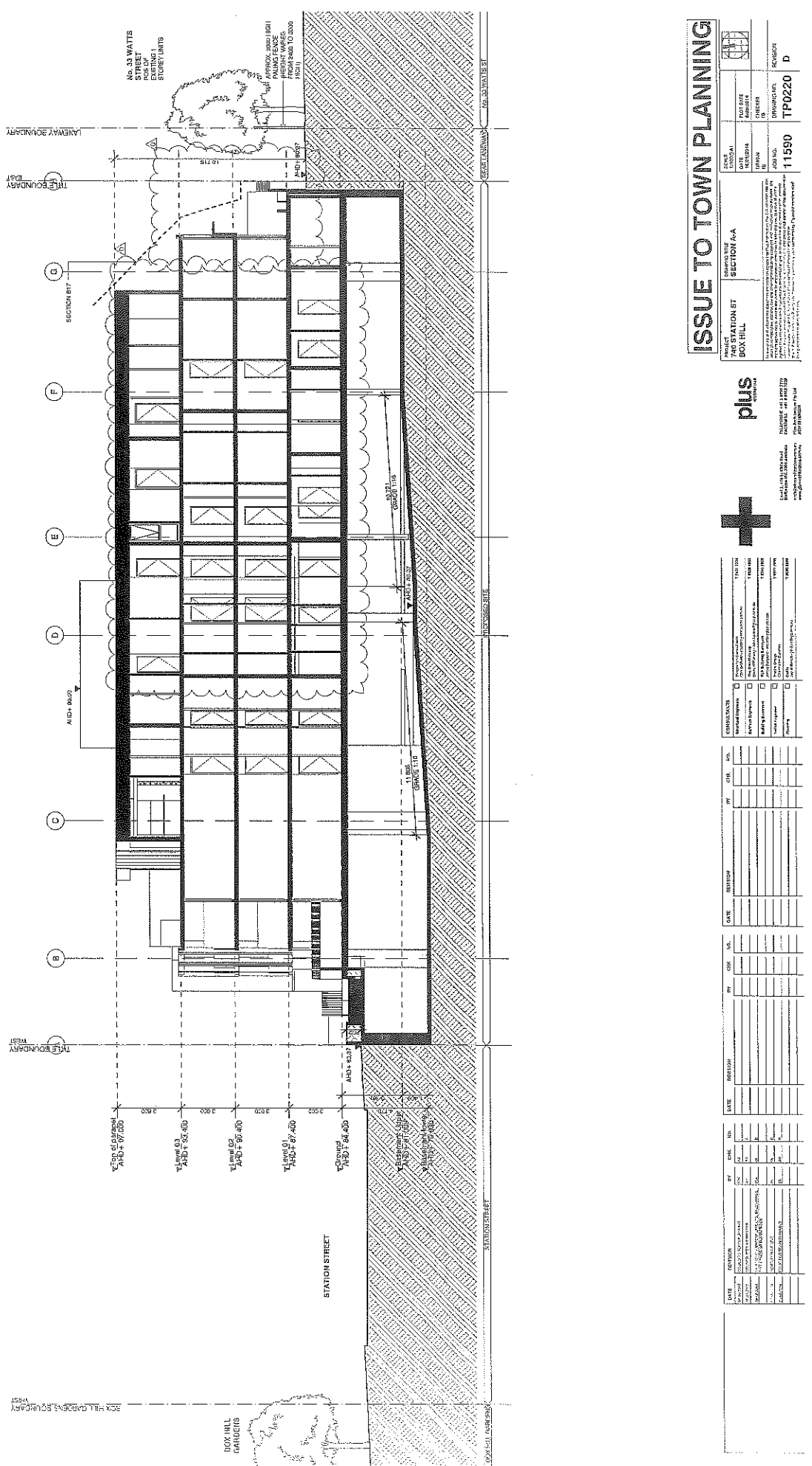
DATE	BY	CHK	REV	DESCRIPTION

**COMMENTS:**

1. Check all dimensions and levels.

2. Verify all materials and finishes.

3. Confirm all structural requirements.



**ISSUE TO TOWN PLANNING**

PROJECT: 7th STATION ET BOX HILL  
 DRAWING TITLE: SECTION A-A  
 SHEET: 11590

**plus**  
CONSULTING

1871 MILLERS ROAD  
 BOX HILL, VIC 3116  
 PHONE: (03) 9489 8300  
 WWW.PLUSCONSULTING.COM.AU



**COMPLIANCE**

COMPLIANCE	Y/N	DATE
Development Consent		
Other Consent		
Other Consent		
Other Consent		
Other Consent		

**DATE**

DATE	BY	CHK

**DATE**

DATE	BY	CHK

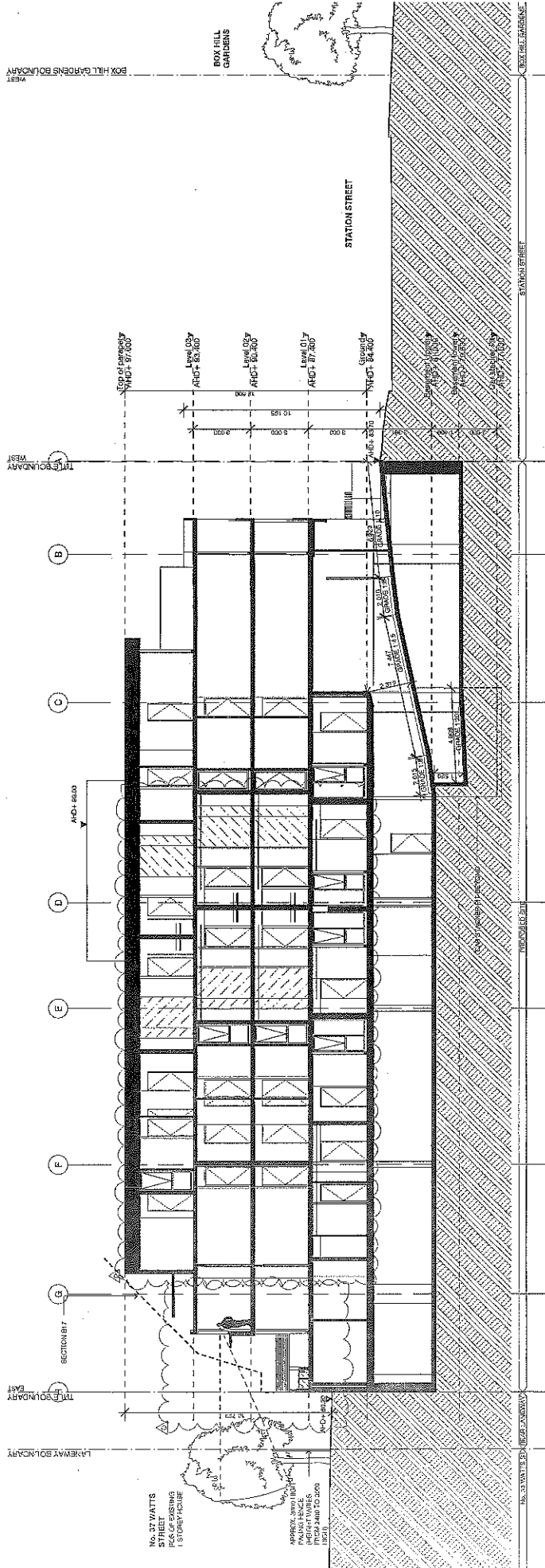
**DATE**

DATE	BY	CHK

NO. 33 WATTS STREET  
 ROS RIF  
 STOREY UNIT 4

NO. 11 WATTS STREET  
 APPROX. SLOPE  
 PAINTED FENCE  
 FROM 24.00 TO 30.00  
 MS11

DATE	BY	CHK



### ISSUE TO TOWN PLANNING

**PROJECT:** 740 STATION ST BOX HILL

**DRAWING TITLE:** SECTION B-B

**SCALE:** 1:500

**DATE:** 11/15/2011

**PROJECT NO.:** 11590

**DRAWING NO.:** TP0221 D



CONSULTANTS	DATE	BY	CHK. NO.
Site Plan			
Architectural			
Structural			
Mechanical			
Electrical			
Other			

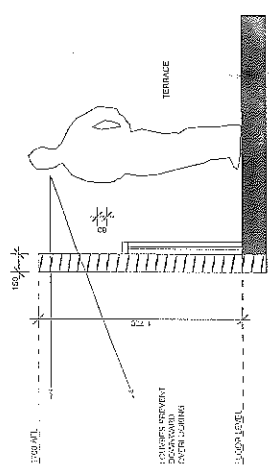
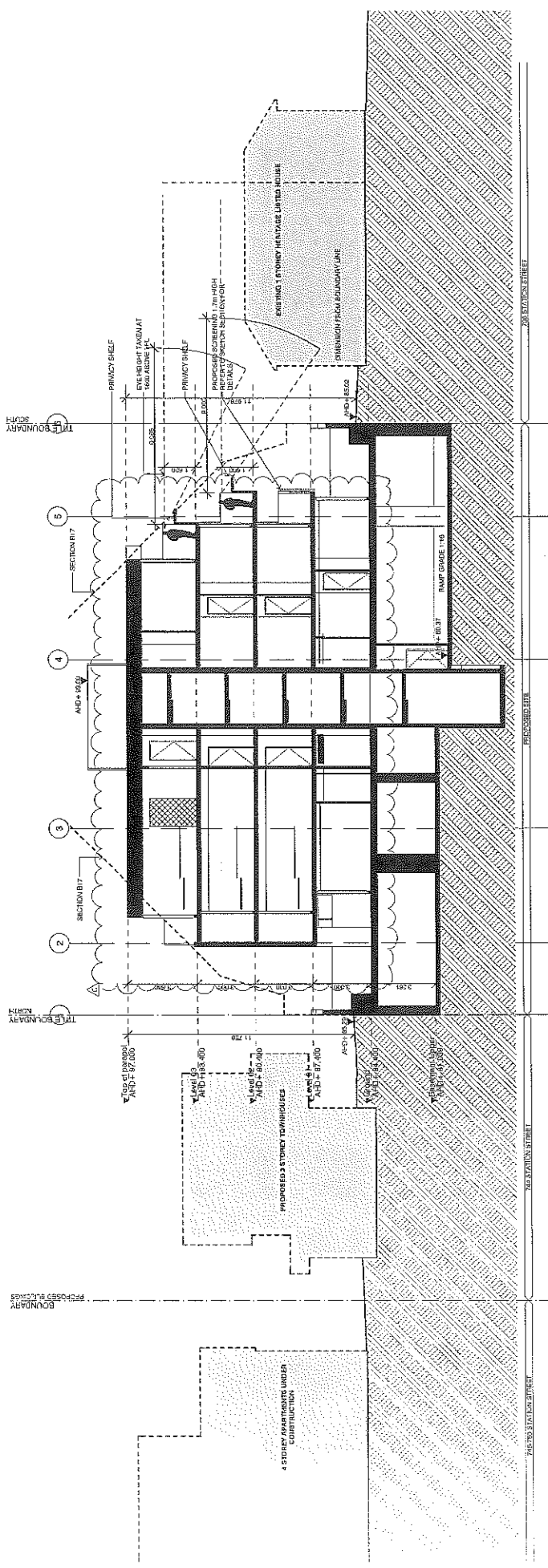
DATE	REVISION	BY	CHK. NO.

DATE	REVISION	BY	CHK. NO.

DATE	REVISION	BY	CHK. NO.

NO. 37 WATTS STREET  
 PICK-UP/DELIVERY  
 1.5000/1.5000

APPROX. 2000/1.5000  
 1.5000/1.5000



THE PROPOSED SCREENING IS PROPOSED TO BE AN EYE HEIGHT TAKEAWAY SCREENING AT 1800MM. UPWARD VERTICAL SPACES AT 300MM INTERVALS PREVENTS EXTERIOR VIEWS INTO OVERLOOKING RESIDENCES FROM EXTERIOR.

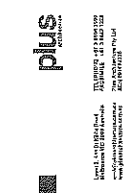
SKETCH SECTION FOR PRIVACY SCREENING

## ISSUE TO TOWN PLANNING

**PROJECT:** 7th STATION ST BOX HILL  
**SECTION:** SECTION C-C

**SCALE:** 1:100  
**TITLE:** TOWN PLANNING ISSUE TO TOWN PLANNING  
**DATE:** 11/15/2022  
**BY:** [Signature]  
**CHECKED BY:** [Signature]  
**DATE:** 11/15/2022

**PROJECT NO.:** 11590  
**ISSUE NO.:** TP0222  
**SECTION:** C



DATE	REVISION	BY	CHK	NO.

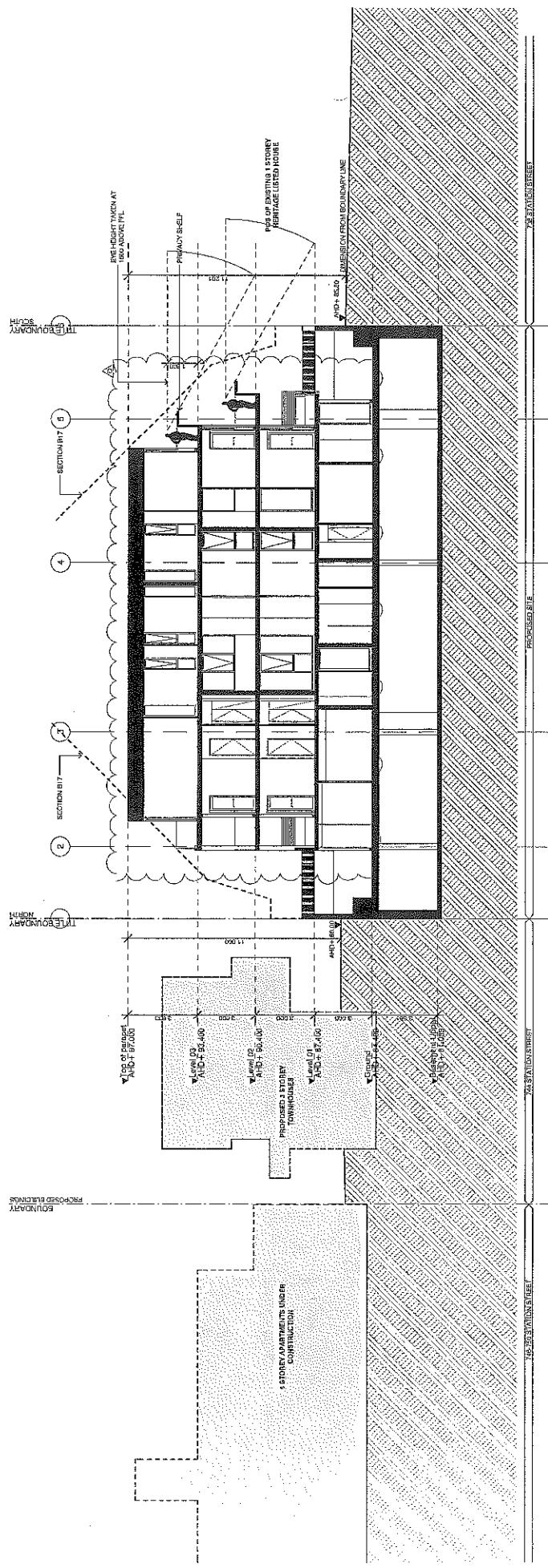
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DATE	REVISION	BY	CHK	NO.

DATE	REVISION	BY	CHK	NO.

DATE	REVISION	BY	CHK	NO.





**ISSUE TO TOWN PLANNING**

**PROJECT:** COMMUNITY CENTER SECTION D-D  
**LOCATION:** BOX HILL

**REVISION:** 11590 TP0223 D

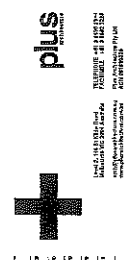
**DATE:** 11/15/23  
**DATE:** 11/15/23  
**DATE:** 11/15/23  
**DATE:** 11/15/23

**DESIGNER:** [Signature]  
**DATE:** 11/15/23  
**DATE:** 11/15/23  
**DATE:** 11/15/23

**PROJECT NO.:** 11590

**DATE:** 11/15/23

**DATE:** 11/15/23



#	DATE	REVISION	BY	CHK. NO.	DATE	REVISION	BY	CHK. NO.

CONTRACTOR	DATE	REVISION	BY	CHK. NO.

DATE	REVISION	BY	CHK. NO.

DATE	REVISION	BY	CHK. NO.

DATE	REVISION	BY	CHK. NO.

11/15/23

## ANNEXURE 2

### Schedule of Inclusions



# Parc

APARTMENTS

## APARTMENT INTERNAL FINISHES SCHEDULE:

Kitchens, bathrooms, laundries vary from apartment to apartment. See individual apartment layout for details

	<b>Light Scheme</b>	<b>Dark Scheme</b>
Bedroom floor	Light grey Carpet	Light grey carpet
Bedroom walls	White paint to plasterboard	White paint to plaster board
Bedroom ceiling	White paint to plasterboard	White paint to plaster board
Wardrobe	Built in shelf and hanging rail	Built in shelf and hanging rail
Wardrobe doors	Clear silver mirrored sliding doors	Clear silver mirrored sliding doors
Living room flooring	Engineered timber flooring	Engineered timber flooring
Living room walls / bulheads	White paint to plasterboard	White paint to plaster board
Living room ceiling	White paint to plasterboard	White paint to plaster board
Kitchen flooring	Engineered timber flooring	Engineered timber flooring
Kitchen splash back	Light selected porcelain stoneware	Dark selected porcelain stoneware
Kitchen bench top	Light selected porcelain stoneware	Dark selected porcelain stoneware
Kitchen Joinery	Timber vinyl wrap	Timber vinyl wrap
Bathroom floor	Grey tiles	Grey tiles
Bathroom wall tiles	White tiles to nominated walls	Dark Grey tiles to nominated walls
Bathroom walls	White paint to plasterboard	White paint to plasterboard
Vanity unit and shelf	Timber vinyl wrap	Timber vinyl wrap
Bathroom mirror	Clear silver	Clear silver
Laundry areas	Grey tiles	Grey tiles
Laundry walls and ceiling	White paint to plasterboard	White paint to plasterboard

## KITCHEN

Sink	Square under counter stainless steel sink
Tap	Chrome mixer
Dishwasher	Integrated single Fisher & Paykel dishdrawer to 1 bedroom apartments Integrated double Fisher & Paykel dishdrawer to 2 bedroom apartments
Refrigerator	Space provided only
Oven	Miele electric oven
Cooktop	Miele 4 gas burner
Rangehood	Integrated rangehood

## BATHROOM

Basin	Integrated basin and countertop
Toilet	Back to wall toilet with soft close seat
Tapware	Basin mixer chrome
Shower head	Overhead shower rose , chrome
Shower mixer	Round chrome
Shower screen	Framed glass with door where necessary
Toilet roll holder	Single chrome
Towel rail / ring	Single chrome
Robe Hook	Single chrome

## LAUNDRY

Trough (where shown on drawings)	Cabinet with door and stainless steel trough with sink mixer cabinet, stainless steel tub
Washing machine	Taps and space provided only
Clothes dryer	Space above washing machine provided only.

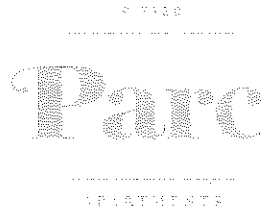
## ACCESSORIES

Mailboxes	One per apartment located near entry foyer
Skirtings	Selected profile, paint finished
Architraves	Selected profile, paint finished
Cornices	Selected profile, paint finished
Storage Cages (over bonnet or free standing)	Constructed from wire mesh (as per architect's detail) Lock to be provided by purchaser
Doors	Paint finish

## ELECTRICAL AND COMMUNICATIONS

Lighting	Recessed LED lighting to apartment in general with feature lighting to the bathroom and LED strip lighting above kitchen bench area (as per architect's detail)
TV Outlet	One point in living room One point to each bedroom
Pay TV	One point for living room
Telephone	One point to living/kitchen/dinning room One point to study if provided or one point to the largest study if more than one provided.
Security	Video intercom from apartment to entry lobby call point
Door Hardware	Selected door hardware

Note: All fittings and fixtures were available at the date of sale. Should manufacture cease supply of any fixtures or fittings the vendor reserves the right to supply an alternate product of similar quality.



## BUILDING ENVELOPE

### Construction:

Floors	Concrete						
External Walls	Concrete, glass, aluminium, paint, prefinished metal panel, applied finish, lightweight panels, brick finish						
Unit boundary walls	Fire rated masonry, concrete, framed plasterboard, glass to BCA (Building Code Australia) Requirements						
Internal unit walls	Framed plasterboard						
Roof	Metal deck on steel / concrete /timber structure						
Thermal	Insulation to external walls, roof areas and floors to Building Code of Australia (BCA) requirements						
Windows	Glazed Powder Coated to architect's detail						
Internal doors	Timber Doors - painted to architect's detail						
Balcony / Terrace doors	Aluminium Powder Coated to architect's details						
Balcony Handrails	Galvanised mild steel / painted / glass / aluminium / prefinished panel / concrete to architect's details						
Balcony floors	Tiles to architect's detail						
Ceilings	Plasterboard painted to architect's detail						
Car parking	Concrete finish						
Stairs	Concrete stairs with galvanised mild steel handrails						
Corridors	<table border="0"> <tr> <td>Floor</td> <td>Wool blend carpet to architect's detail</td> </tr> <tr> <td>Walls</td> <td>Plasterboard with paint finish - service cupboards to architect's detail</td> </tr> <tr> <td>Ceilings</td> <td>Plasterboard with paint finish</td> </tr> </table>	Floor	Wool blend carpet to architect's detail	Walls	Plasterboard with paint finish - service cupboards to architect's detail	Ceilings	Plasterboard with paint finish
Floor	Wool blend carpet to architect's detail						
Walls	Plasterboard with paint finish - service cupboards to architect's detail						
Ceilings	Plasterboard with paint finish						
Entry Lobby	<table border="0"> <tr> <td>Floor</td> <td>Tiles to architect's detail</td> </tr> <tr> <td>Walls</td> <td>Generally plasterboard with paint finish Feature elements as per architect's details</td> </tr> <tr> <td>Ceilings</td> <td>Plasterboard with selected paint finish</td> </tr> </table>	Floor	Tiles to architect's detail	Walls	Generally plasterboard with paint finish Feature elements as per architect's details	Ceilings	Plasterboard with selected paint finish
Floor	Tiles to architect's detail						
Walls	Generally plasterboard with paint finish Feature elements as per architect's details						
Ceilings	Plasterboard with selected paint finish						
Ceiling Heights	<p>Living areas: generally 2600mm</p> <p>Wet areas, kitchen bulkheads and passageways to architectural details: generally 2400mm</p> <p>Bedrooms: generally 2400mm</p>						

### Services:

Heating / Cooling	Gas fired reverse cycled air-conditioning to 2.01, 2.12, 2.11, 2.10, 2.09, 2.08, 2.04, 3.01, 3.04, 3.05, 3.06, 3.08, 3.09, wall mounted split unit to living area Condenser located on building roof
-------------------	---



Unless nominated above  
Reverse cycled air-conditioning, wall mounted split unit to living area  
Condensor located in basement for G01, G14  
Condenser located on balcony unless nominated otherwise

Hot water Solar boosted central gas hot water system

Fire / smoke detectors Fire / smoke detectors to BCA requirements

Sprinklers Sprinkler protection in accordance with BCA

Security General Security access to entry foyer and car park  
Video intercom from apartment to entry lobby call point  
Car park Remote control operated security garage door

Garbage Chute connection to garbage room as noted on architectural drawings

Basement Basement drainage by drains on perimeter of basement walls

## ANNEXURE 3

### Guarantee and indemnity

#### 1 Guarantee

The guarantors:

- (a) unconditionally and irrevocably guarantee the punctual payment to the vendor of all moneys payable by the purchaser to the vendor under this contract;
- (b) must, on demand, immediately pay to the vendor any amount payable by the purchaser to the vendor under this contract which is not paid by the purchaser on its due date; and
- (c) must, on demand by the vendor, promptly perform all of the obligations of the purchaser under this contract which the purchaser has not performed, whether or not the vendor has demanded performance by the purchaser.

#### 2 Indemnity

The guarantors unconditionally and irrevocably indemnify the vendor for any claim against the vendor or any liability incurred by the vendor, directly or indirectly, if for any reason:

- (c) the purchaser does not promptly perform all of the obligations of the purchaser under this contract;
- (d) the purchaser exceeds its power in entering into this contract; or
- (e) the purchaser is subject to an insolvency event.

#### 3 Guarantors to remain liable

The guarantors remain separately liable under this guarantee and indemnity if:

- (a) the purchaser:
  - (i) enters into any composition or scheme or deed of arrangement with creditors; or
  - (ii) enters into administration or liquidation or is de-registered, dissolved or wound-up;
- (b) the vendor cannot for any reason enforce this contract or any part of it against the purchaser;
- (c) the vendor for any reason has not exercised or does not exercise all or any one or more of the vendor's rights or powers;
- (d) the vendor grants any time or other indulgence or concession to the purchaser;
- (e) the vendor compounds, compromises, releases, abandons, waives, varies, relinquishes or renews any of the vendor's rights against the purchaser, or waives or varies or amends any provision of this contract, despite the liability of the guarantor being increased;
- (f) any part of the purchaser's liability to the vendor is satisfied by a payment that, whether because it is a preference or for any other reason, the vendor must pay back or otherwise lose the benefit of, to the extent of the repayment or benefit so lost; or
- (g) any other guarantor is no longer bound by the guarantee and indemnity in clauses 1 and 2.

#### 4 No claims

Until the vendor has received all moneys payable by the purchaser to the vendor under this contract:

- (a) the guarantors are not entitled to prove in the liquidation or estate, as the case may be, of the purchaser in competition with the vendor; and
- (b) the guarantors are not entitled to claim the benefit of any security that the vendor may hold.

#### 5 Acknowledgment

The guarantors each separately acknowledge and agree that:

- (a) it is a condition of the vendor entering into this contract that each guarantor gives the guarantee and indemnity in clauses 1 and 2;
- (b) he or she has received valuable consideration for giving the guarantee and indemnity in clauses 1 and 2;
- (c) he or she has not been induced to enter into this guarantee and indemnity because of any representation by or on behalf of the purchaser or the vendor; and
- (d) he or she has received legal advice or has had the opportunity to obtain legal advice in relation to the guarantee and indemnity in clauses 1 and 2.

DATED:

**Guarantors:**

\_\_\_\_\_  
\_\_\_\_\_  
of \_\_\_\_\_  
of \_\_\_\_\_

**SIGNED** by  
in the presence of :

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness *(please print)*

**SIGNED** by  
in the presence of :

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness *(please print)*

**EXECUTED** by

**ACN** \_\_\_\_\_ in accordance  
with the *Corporations Act 2001* by being signed  
by the following officers:

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director / company secretary

\_\_\_\_\_  
Name of director *(please print)*

\_\_\_\_\_  
Name of director / company secretary *(please print)*

**OR**

\_\_\_\_\_  
Signature of sole director and sole company  
secretary

\_\_\_\_\_  
Name of sole director and sole company  
secretary *(please print)*

## Vendor's statement

Vendor: McLaren Property Construction Pty Ltd  
Property: Apartment Lot - 'Parc Apartments', 740 Station Street, Box Hill

# Vendor's statement

---

## Vendor's statement to the Purchaser of real estate under section 32 of the *Sale of Land Act 1962* ('Act')

**Vendor:** McLaren Property Construction Pty Ltd

**Property:** Apartment Lot - 'Parc Apartments', 740 Station Street, Box Hill

In this statement:

**Vendor** and **Purchaser** include one or more of any persons and companies;

**certificate** means a certificate or a copy issued by the relevant authority; and

**settlement** means the event on which the Purchaser becomes entitled to possession or to the rents and profits of the Property.

### **Important Notice to Purchaser**

The use to which you propose to put the Property may be prohibited by planning or building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy.

You should check with the appropriate authorities as to the availability (and cost) of providing any essential services not connected to the Property.

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

The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the Property on the date specified in the contract between the Vendor and the Purchaser (**Contract**) for the payment of the residue as defined in the Contract (**Due Date**), the Vendor will or may suffer the following losses and expenses which the Purchaser will be required to pay to the Vendor in addition to interest payable in accordance with the terms of the Contract:

- interest payable by the Vendor under any existing Mortgage over the Property calculated from the Due Date;
- legal costs and expenses as between the Vendor's solicitor and the Vendor; and
- penalties payable by the Vendor to a third party.

# Vendor's statement

---

## 1 Mortgages

The mortgages (registered or unregistered) affecting the Property will be discharged by settlement.

## 2 Restrictions

Information concerning any easement, covenant or other similar restriction affecting the Property (registered or unregistered) is set out in the attached copies of

- (a) certificate of title volume 3983 folio 565;
- (b) unregistered plan of subdivision PS 732004K;
- (c) Whitehorse City Council planning permit number WH/2013/743; and
- (d) any certificate.

The Purchaser acknowledges that the Vendor is authorised to create easements, covenants and other like restrictions (including, but not limited to, any agreement under Section 173 of the *Planning and Environment Act 1987*) which may affect the Property and which may be required by any government authority to allow either certification or registration of unregistered plan of subdivision PS 732004K.

So far as the Vendor is aware, there is no existing failure to comply with the terms of any easement, covenant or other similar restriction disclosed.

## 3 Planning

Information concerning planning is contained in the attached certificates.

## 4 Bushfire prone area

The Property is not in a designated bushfire prone area under the *Building Regulations 2006*.

## 5 Road Access

There is access to the Property by road.

---

## 6 Outgoings

Information is contained in the attached certificates concerning rates, taxes, charges, or other similar outgoings affecting the land which includes the Property and any interest payable on any part.

The proposed owners corporation budget is also attached.

As the Property is not constructed or separately rated, the Vendor is unable to estimate the outgoings (including any owners corporation charges or fees) which will apply to the Property after certification and registration of unregistered plan of subdivision PS 732004K.

The Purchaser will become liable in consequence of the purchase of the Property for a proportion of the amounts of all rates, taxes, charges, or other similar outgoings (including any owners corporation charges or fees) affecting the land which includes the Property on settlement (subject to an appropriate adjustment of apportionable outgoings at settlement).

Upon registration of unregistered plan of subdivision PS 732004K, it is likely that the Property will be subject to supplementary rate and land tax assessments which will be the responsibility of the Purchaser.

The Purchaser acknowledges that, subject to variation in accordance with the terms of the Contract, the Property is sold subject to the lot entitlement and lot liability and all other information set out in unregistered plan of subdivision PS 732004K.

## 7 No statutory charges

There are no registered or unregistered statutory charges (other than rates or land tax) affecting the Property.

## 8 Owners corporation

Attached are copies of:

- (a) the model owners corporation rules which are subject to variation in accordance with the terms of the Contract; and
- (b) a statement of advice and information.

## 9 Services

The Property has the supply of the following services:

- (a) electricity - not connected;
- (b) gas - not connected;
- (c) water - not connected;
- (d) sewerage - not connected; and

- 
- (e) telephone - not connected.

## 10 Building approvals

Particulars of any building approval(s) granted during the past seven years under the *Building Control Act 1981* or the *Building Act 1993* (required only where the Property includes a residence)

No such approvals have been granted.

## 11 Builder's warranty insurance

Particulars of any insurance effected in the past six years and six months under section 137B of the *Building Act 1993* (required only where the Property includes a residence constructed by an owner/builder):

Not applicable.

## 12 Notices

Save as noted below, so far as the Vendor is aware and save for the attached documents, there are no notices, orders, declarations, reports or recommendations of a public authority or Government department or approved proposals affecting the Property. Please note that the Vendor has no means of knowing of the decisions of public authorities and government departments affecting the Property unless these have been communicated to the Vendor.

## 13 Title

Attached are copies of the following:

- (a) an authorised reproduction of certificate of title volume 3983 folio 565; and
- (b) a copy of unregistered plan of subdivision PS 732004K.



# Vendor's statement

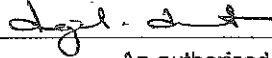
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## Signing page

Date of this statement:

9.9.2014

Signature of the Vendor



An authorised officer of the Vendor

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

Date of this acknowledgment:

Signature of the Purchaser(s)

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

VOLUME 03983 FOLIO 565

Security no : 124052049233A  
Produced 04/09/2014 02:45 pm

LAND DESCRIPTION

-----  
Lots 19 and 20 on Plan of Subdivision 002122.  
PARENT TITLE Volume 02144 Folio 675  
Created by instrument 806305 21/07/1916

REGISTERED PROPRIETOR

-----  
Estate Fee Simple  
Sole Proprietor

MCLAREN PROPERTY CONSTRUCTION PTY LTD of LEVEL 9 575 BOURKE STREET  
MELBOURNE VIC 3000  
AK871160H 03/02/2014

ENCUMBRANCES, CAVEATS AND NOTICES

-----  
MORTGAGE AK871161F 03/02/2014  
WINSTED PTY LTD

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

DIAGRAM LOCATION

-----  
SEE TP472983F FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

-----  
NIL

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

TITLE PLAN	EDITION 1	TP 472983F
<b>Location of Land</b> Parish : NUNAWADING Township : - Crown Portion: 16 (PT) Section : -  Base record : DCMB Last Plan Reference : LOTS 19 & 20 ON LP 2122 Derived From : VOL. 3983 FOL. 565  Depth Limitation : NIL	<b>Notations</b>   ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN	
<b>Description of Land/ Easement Information</b> <p style="text-align: center;"><i>All that piece of Land, delineated and coloured</i></p> red on the map in the margin being Lots 19 and 20 on Plan of Subdivision No. 2122 lodged in the Office of Titles and being part of Crown Portion Sixteen Parish of Nunawading County of Bourke Together with a right of carriage way over the roads-colored brown on the said map-----		THIS PLAN HAS BEEN PREPARED BY LAND REGISTRY, LAND VICTORIA FOR TITLE DIAGRAM PURPOSES  COMPILED: Date 12/05/05 VERIFIED: A. DALLAS <i>Assistant Registrar of Titles</i>
		<b>COLOUR CODE</b> BL=BLUE G=GREEN BR=BROWN P=PURPLE Y=YELLOW R=RED
LENGTHS ARE IN FEET & INCHES	Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 1 Sheets

# PLAN OF SUBDIVISION

LV use only  
**EDITION**

Plan Number  
**PS 732004K**

Parish: Location of Land  
NUNAWADING

Township: -  
Section: -  
Crown Allotment: -  
Crown Portion: 16 (PART)  
Title Reference: VOL. 3983 FOL.565

Last Plan Reference: LOTS 19 & 20 ON TP472983F

Postal Address: 740 STATION STREET,  
(at time of subdivision) BOX HILL 3128

MGA 94 Co-ordinates E 334950 Zone: 55  
(of approx. centre of land in plan) N 5813045

Council Name: CITY OF WHITEHORSE  
Council Ref:

### Vesting of Roads and/or Reserves

Identifier	Council/Body/Person
NIL	NIL

B - BALCONY  
C OF G - CHANGE OF GRADE  
CP No.1 - COMMON PROPERTY No.1  
P - PROJECTION  
PT - PART  
- - - - - DENOTES STRUCTURE (NON BOUNDARY)

**Staging** This is/is not a staged subdivision  
Planning Permit No.

**Survey** This plan is/~~is not~~ based on survey  
This survey has been connected to permanent marks no(s) -  
In Proclaimed Survey Area No. -

**Depth Limitation** DOES NOT APPLY

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

COMMON PROPERTY No.1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS AND INCLUDES THE STRUCTURE OF ALL WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES.

ALL COLUMNS, SLABS, BEAMS AND SERVICE DUCTS AND PIPE SHAFTS WHETHER OR NOT SHOWN WITHIN THIS PLAN ARE CONTAINED IN COMMON PROPERTY No.1, UNLESS OTHERWISE NOTED.

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

THE CAR STACKER STRUCTURE IS PART OF COMMON PROPERTY No.1

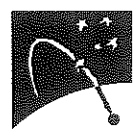
### Easement Information

**Legend:** E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance  
A - Appurtenant Easement  
R - Encumbering Easement (Road)

Easements & Rights implied by Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in this plan.

Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of
(This table area is crossed out with a diagonal line)				

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A.B.N 95 282 532 642  
P.O. Box 5075, South Melbourne, Vic 3205  
16 Eastern Road South Melbourne  
Vic 3205 Australia  
Tel 03) 9699 1400 Fax 03) 9699 5992



LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE ..... DIGITALLY SIGNED ..... DATE / /

REF 29726003 09/09/14 VERSION B  
DWG 2972600DB

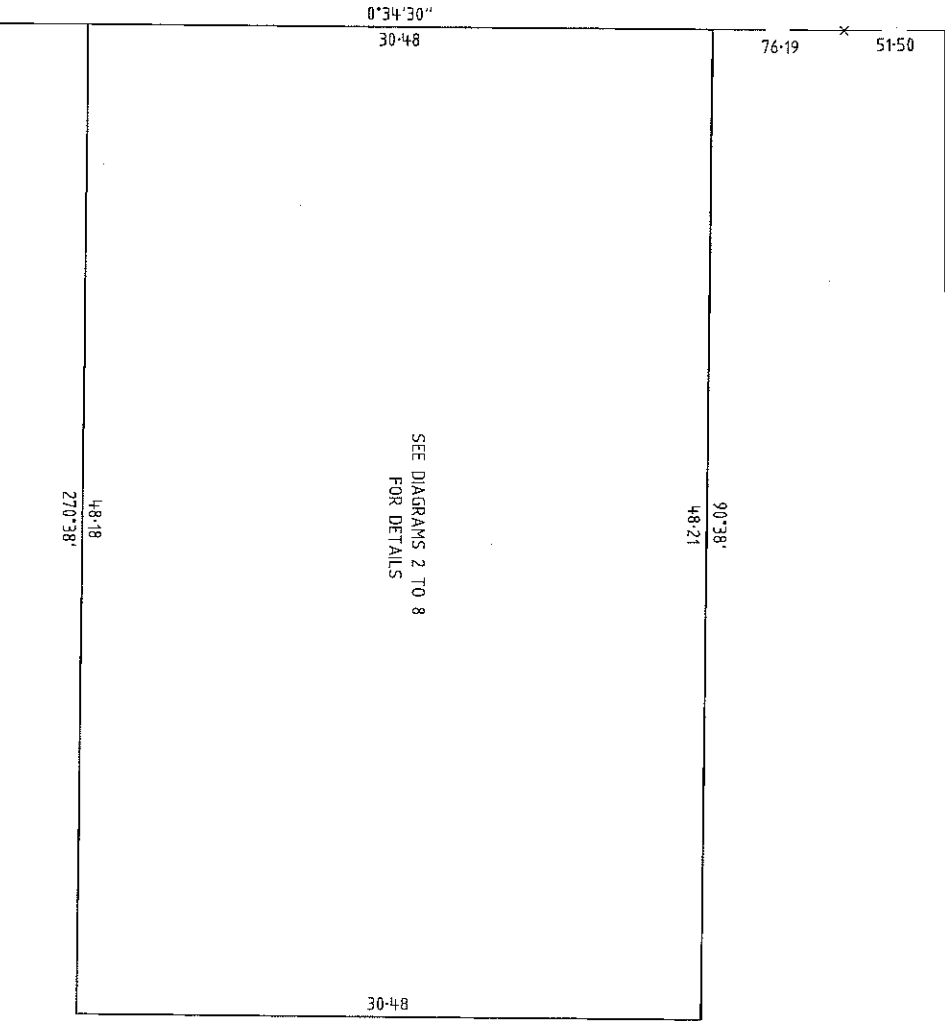
Sheet 1 of 12 sheets  
Original sheet size A3

# PLAN OF SUBDIVISION

Plan Number  
**PS 732004K**

THAMES STREET

STATION STREET



SITE PLAN  
DIAGRAM 1

Sheet 2

## **Bosco Jonson Pty Ltd**

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SCALE SHEET

1:250 A3

SCALE



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)

ROSS NICHOLSON

SIGNATURE . . . . .

DATE

VERSION

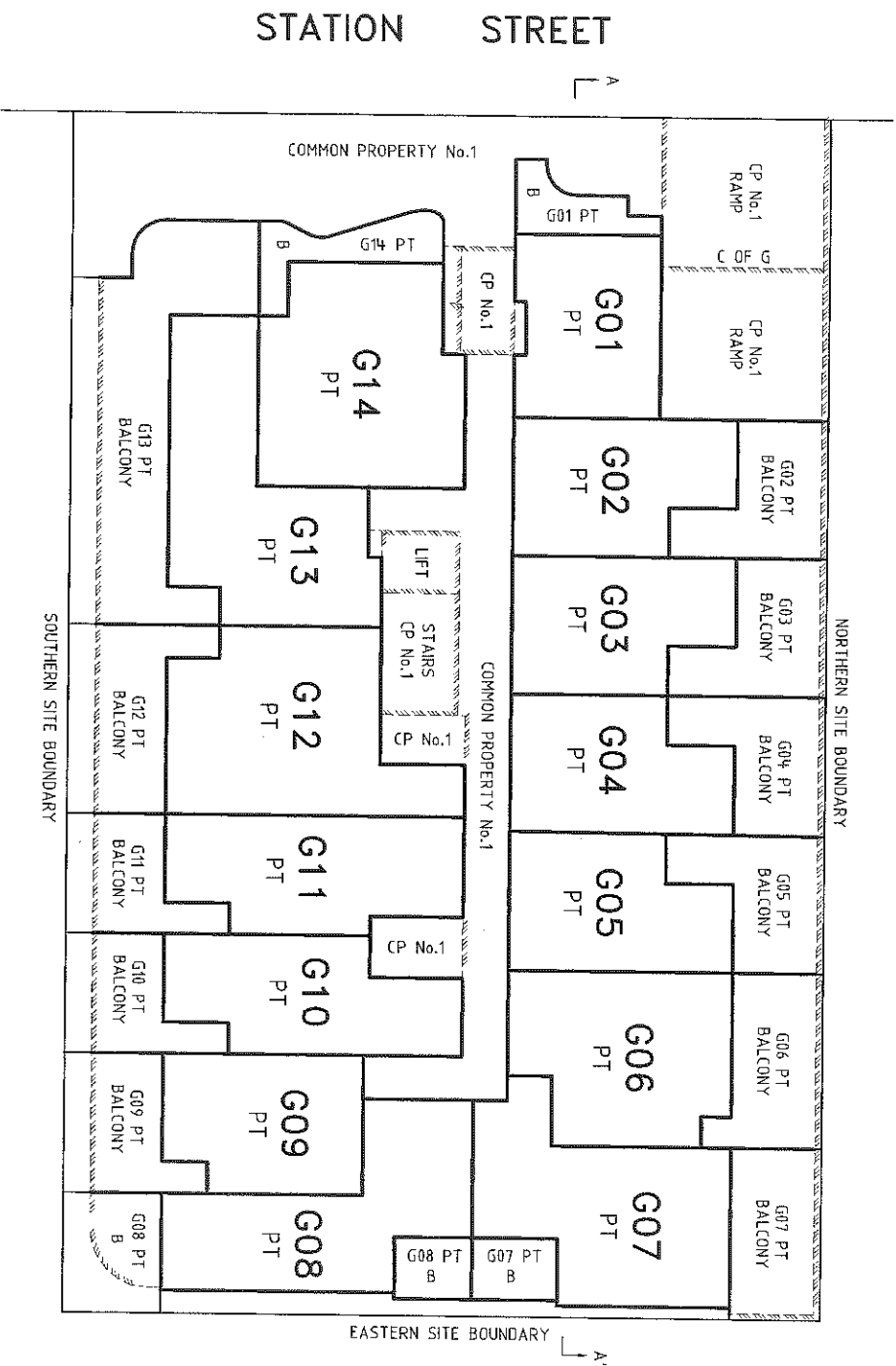
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09/09/14

VERSION B

# PLAN OF SUBDIVISION

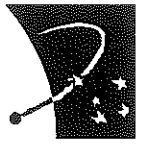
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**PS 732004K**



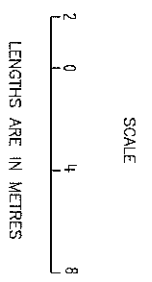
GROUND STOREY  
DIAGRAM 2

Sheet 3

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 DWG 2972600DB VERSION B

# PLAN OF SUBDIVISION

Plan Number  
**PS 732004K**

NORTHERN SITE BOUNDARY

STATION STREET

SEE SECTION A-A' FOR  
CLARIFICATION OF CAR STACKER SPACES  
(LOTS MARKED \*)

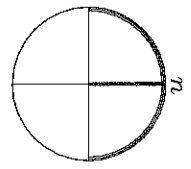
*203 PT
*G01 PT
*103 PT



COMMON PROPERTY No.1

SOUTHERN SITE BOUNDARY

EASTERN SITE BOUNDARY



LOWER BASEMENT LEVEL  
DIAGRAM 3

Sheet 4

**Bosco Jonson Pty Ltd**

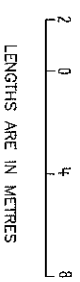
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ORIGINAL

SCALE 1:200  
SHEET SIZE A3

SCALE



LENGTHS ARE IN METRES

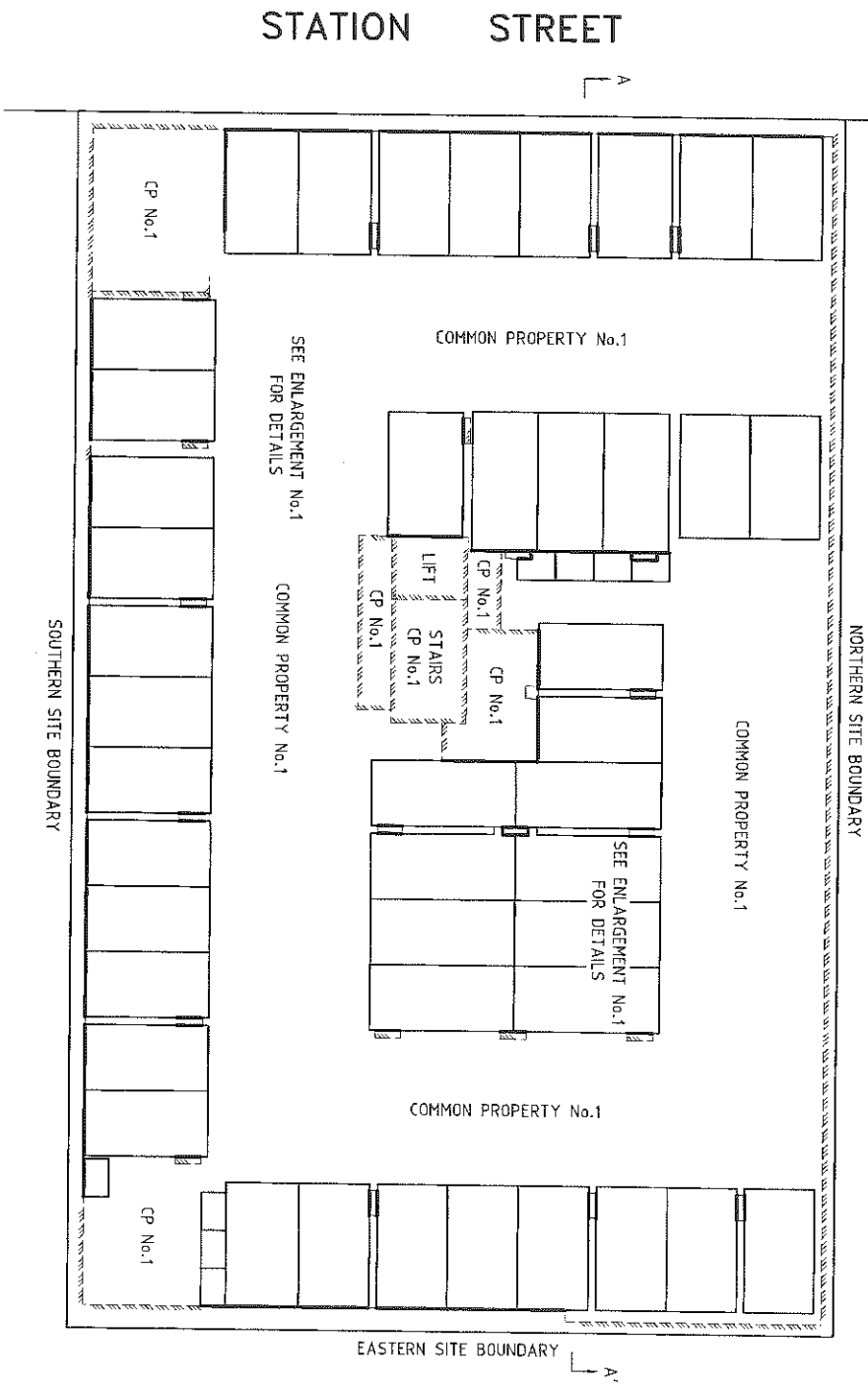
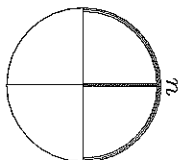
LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE . . . . . DIGITALLY SIGNED . . . . . DATE / /

REF 29726003 09/09/14 VERSION B  
DWG 2972600DB

# PLAN OF SUBDIVISION

Plan Number  
**PS 732004K**



STATION STREET

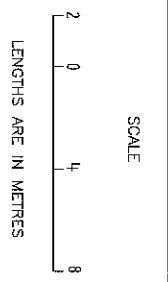
**BASEMENT LEVEL**  
DIAGRAM 4

Sheet 5

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REF 29726003 09/09/14  
DWG 29726000DB . . . . . DATE / /  
VERSION B

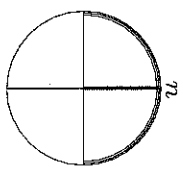
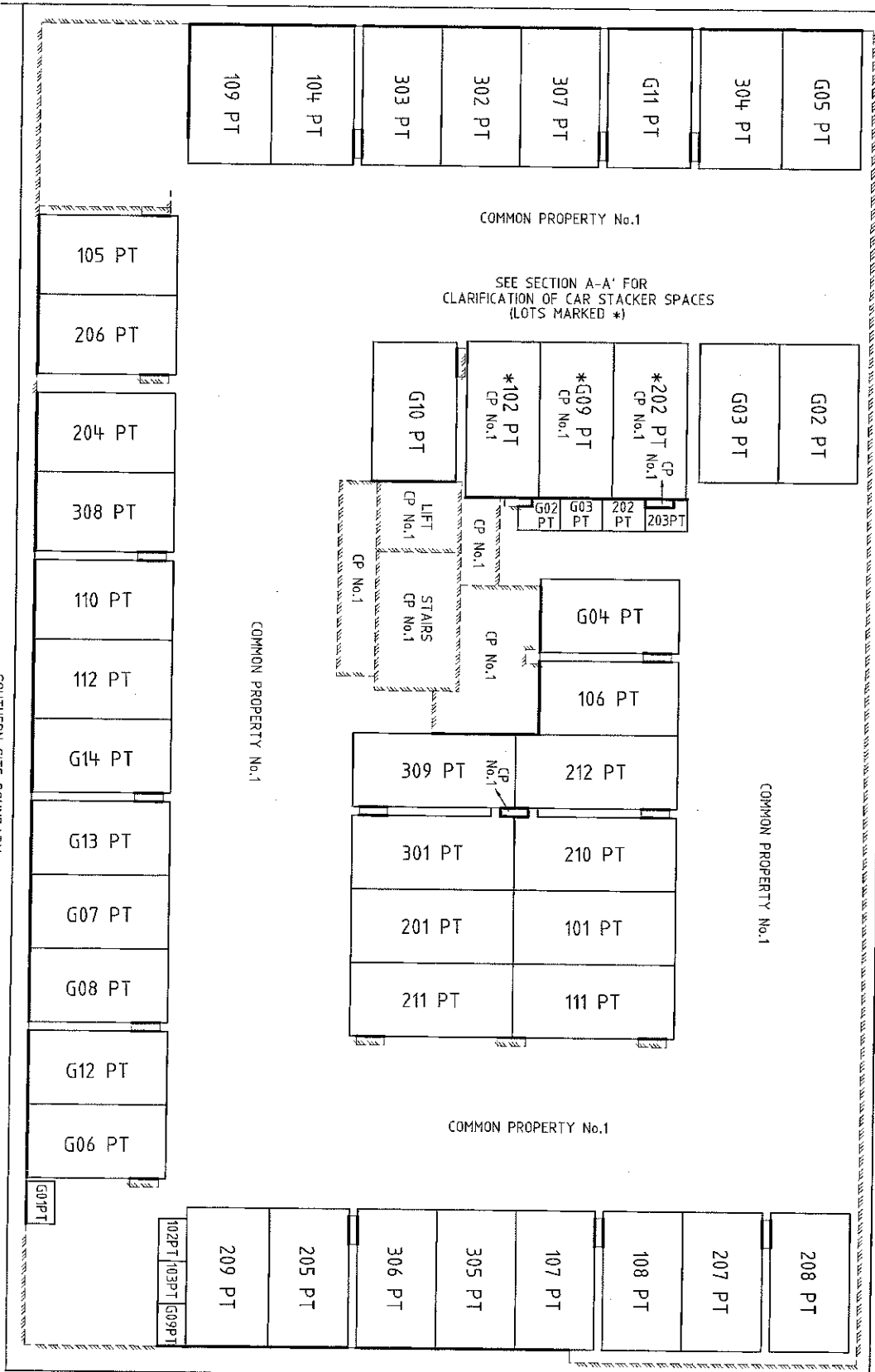


# PLAN OF SUBDIVISION

Plan Number  
**PS 732004K**

NORTHERN SITE BOUNDARY

STATION STREET



EASTERN SITE BOUNDARY

SOUTHERN SITE BOUNDARY

**BASEMENT LEVEL  
(PART)**  
ENLARGEMENT No.1

Sheet 6

**Bosco Jonson Pty Ltd**

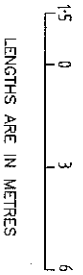
ABN 95 282 532 642  
P.O. Box 5075, South Melbourne, Vic 3205  
16 Eastern Road, South Melbourne  
Vic 3205 Australia  
Tel (03) 9699 1400 Fax (03) 9699 5992



ORIGINAL

SCALE SHEET  
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SCALE



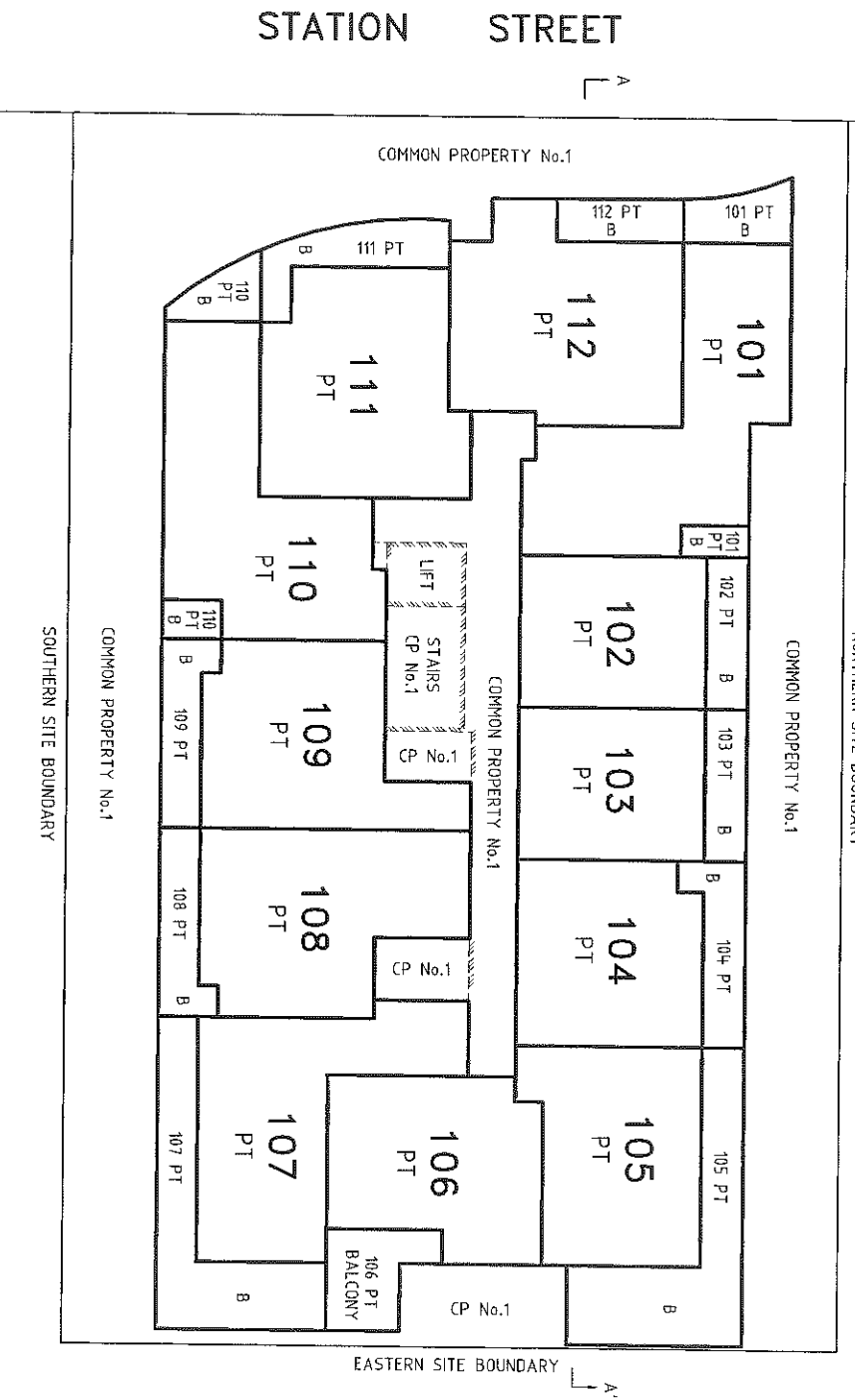
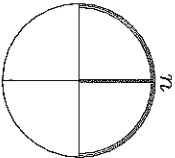
LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE . . . . . DIGITALLY SIGNED . . . . . DATE / /

REF 29726003 09/09/14 VERSION B  
DWG 29726000DB

# PLAN OF SUBDIVISION

Plan Number  
**PS 732004K**



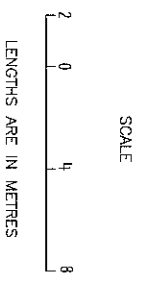
FIRST STOREY  
DIAGRAM 5

Sheet 7

**Bosco Jonson Pty Ltd**  
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 P.O. Box 5075, South Melbourne, Vic. 3205  
 16 Eastern Road South Melbourne  
 Vic 3205 Australia  
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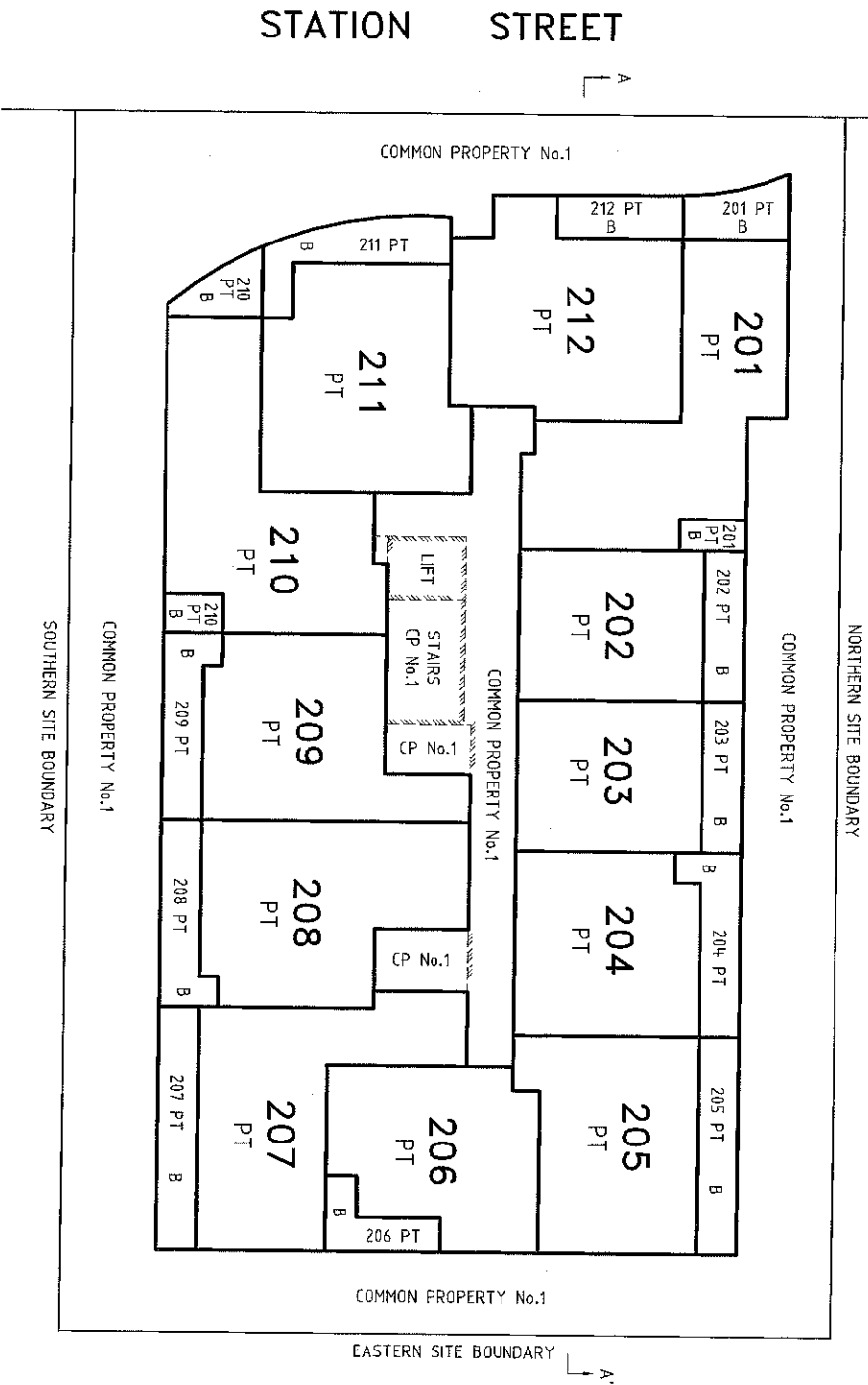
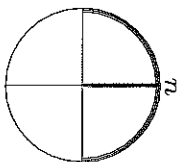
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SHEET SIZE  
A3



LICENSED SURVEYOR (PRINT) ROSS NICHOLSON  
 SIGNATURE . . . . . DIGITALLY SIGNED . . . . .  
 REF 29726003 DATE 09/09/14 VERSION B  
 DWG 29726000B

# PLAN OF SUBDIVISION

Plan Number  
**PS 732004K**



STATION STREET

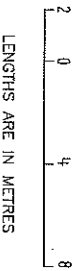
**Bosco Jonson Pty Ltd**  
 A.B.N 95 282 532 642  
 P.O. Box 5075, South Melbourne, Vic 3205  
 76 Eastern Road South Melbourne  
 Vic 3205 Australia  
 Tel (03) 9699 1400 Fax (03) 9699 5992



ORIGINAL

SCALE SHEET SIZE  
1:200 A3

SCALE



LICENSED SURVEYOR (PRINT)

ROSS NICHOLSON

SIGNATURE . . . . .

DATE / /

REF 29726003  
DWG 29726000B

09/09/14

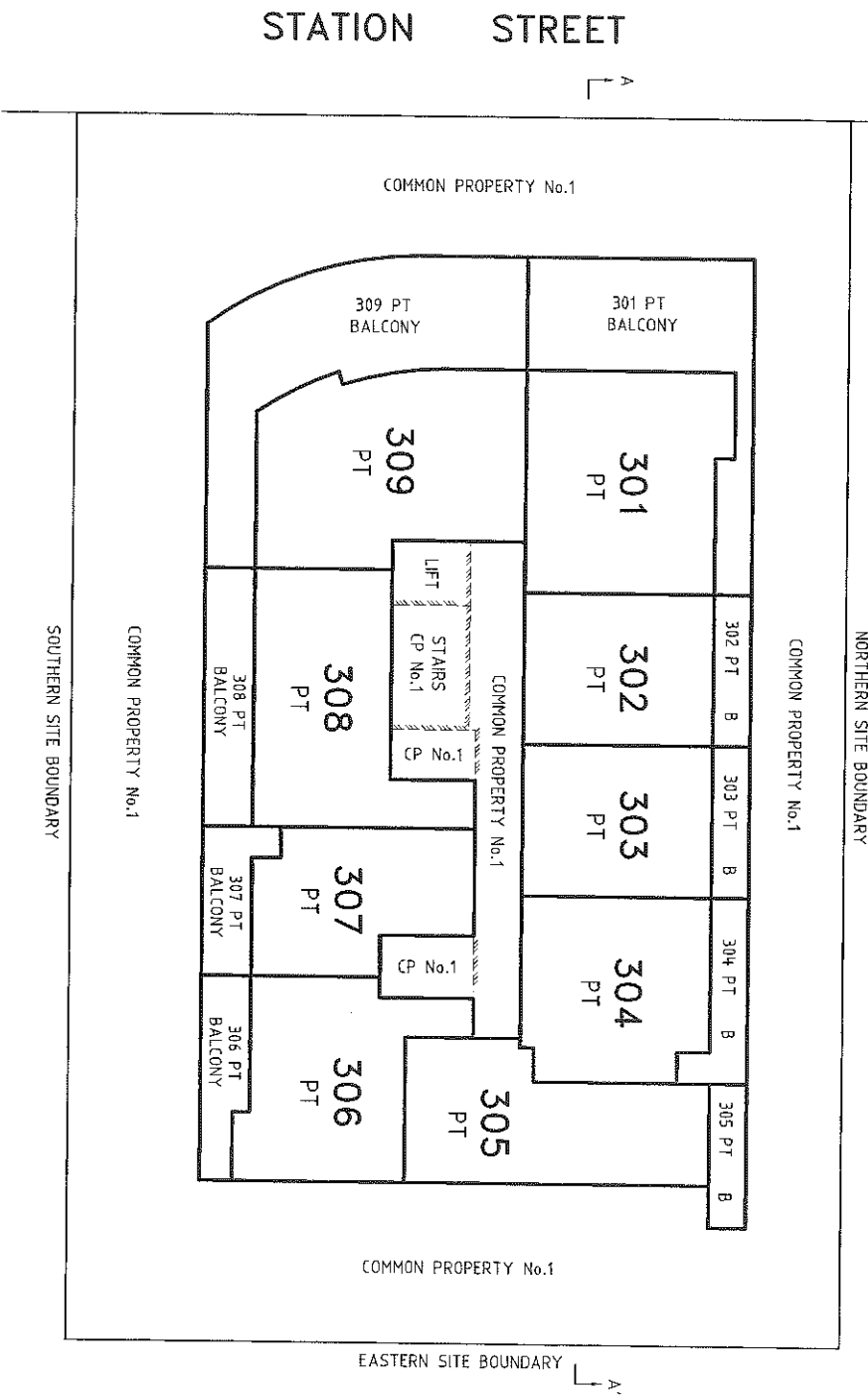
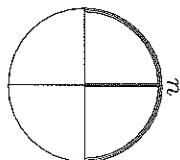
VERSION B

Sheet 8

SECOND STOREY  
DIAGRAM 6

# PLAN OF SUBDIVISION

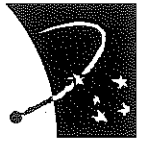
Plan Number  
**PS 732004K**



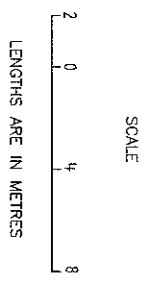
THIRD STOREY  
DIAGRAM 7

Sheet 9

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 16 Eastern Road South Melbourne  
 Vic 3205 Australia  
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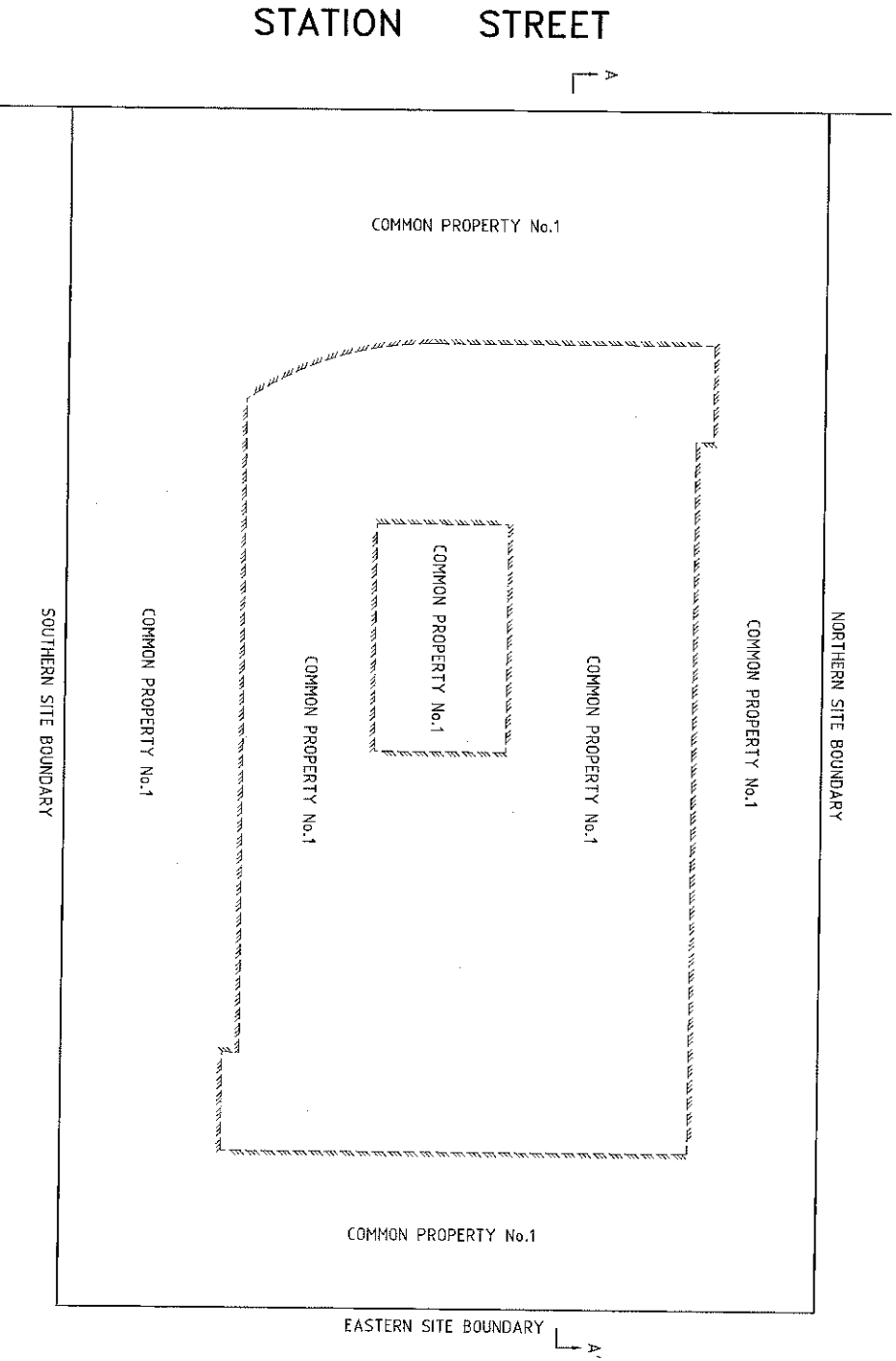
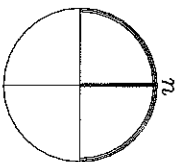
ORIGINAL  
SCALE 1:200  
SHEET SIZE A3



LICENSED SURVEYOR (PRINT) ROSS NICHOLSON  
 SIGNATURE . . . . . DIGITALLY SIGNED . . . . . DATE / /  
 REF 29726003 09/09/14 VERSION B  
 DWG 2972600DB

# PLAN OF SUBDIVISION

Plan Number  
**PS 732004K**



TOPMOST LEVEL  
DIAGRAM 8

Sheet 10

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75 Eastern Road South Melbourne  
Vic 3205 Australia  
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ORIGINAL

SCALE SHEET SIZE

1:200 A3

SCALE



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)

ROSS NICHOLSON

SIGNATURE . . . . .

DIGITALLY SIGNED /

DATE /

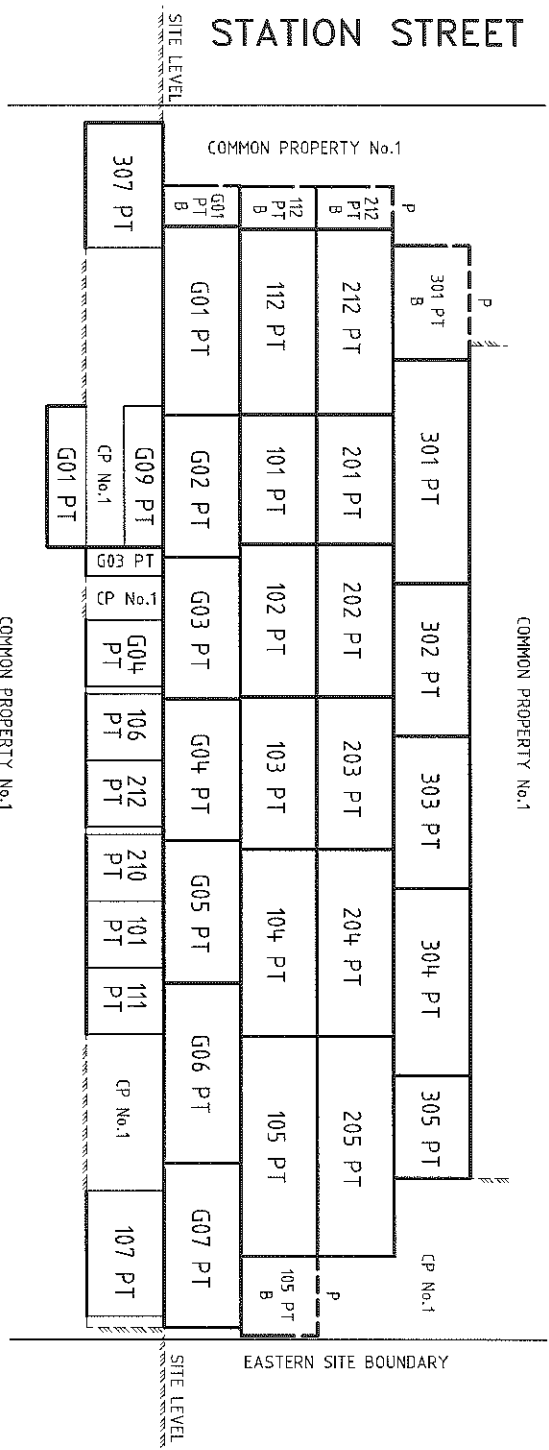
REF 29726003  
DWG 29726000B

09/09/14

VERSION B

# PLAN OF SUBDIVISION

Plan Number  
**PS 732004K**



- TOPMOST LEVEL  
TYPICAL FOR LOTS ON THIS LEVEL
- THIRD STOREY  
TYPICAL FOR LOTS ON THIS LEVEL
- SECOND STOREY  
TYPICAL FOR LOTS ON THIS LEVEL
- FIRST STOREY  
TYPICAL FOR LOTS ON THIS LEVEL
- GROUND STOREY  
TYPICAL FOR LOTS ON THIS LEVEL
- BASEMENT LEVEL  
TYPICAL FOR LOTS ON THIS LEVEL
- LOWER BASEMENT LEVEL  
TYPICAL FOR LOTS ON THIS LEVEL

**Bosco Janson Pty Ltd**  
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 P.O. Box 5075, South Melbourne, Vic 3205  
 16 Eastern Road South Melbourne  
 Vic 3205 Australia  
 Tel (03) 9699 1400 Fax (03) 9699 5992

ORIGINAL SCALE N/A  
 SHEET SIZE A3

SCALE  
 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON  
 SIGNATURE . . . . . DATE / /  
 REF 29726003 09/09/14  
 DWG 29726000B VERSION B

Sheet 11

# OWNERS CORPORATION SCHEDULE

Plan Number  
**PS 732004K**

*Owners Corporation 1*

*Plan No.* PS 732004K

Land affected by Owners Corporation: LOTS IN THE SCHEDULE BELOW AND COMMON PROPERTY No. 1

Limitations on Owners Corporation:  
NO LIMITATIONS

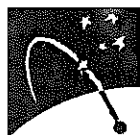
Notations

NIL

### Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
G01	34	34						
G02	36	36						
G03	36	36						
G04	36	36						
G05	36	36						
G06	51	51						
G07	55	55						
G08	53	53						
G09	33	33						
G10	37	37						
G11	37	37						
G12	56	56						
G13	56	56						
G14	55	55						
101	56	56						
102	34	34						
103	34	34						
104	47	47						
105	49	49						
106	48	48						
107	50	50						
108	50	50						
109	49	49						
110	56	56						
111	52	52						
112	54	54						
201	57	57						
202	34	34						
203	34	34						
204	48	48						
205	49	49						
206	48	48						
207	51	51						
208	51	51						
209	49	49						
210	56	56						
211	53	53						
212	54	54						
301	59	59						
302	36	36						
303	36	36						
304	48	48						
305	50	50						
306	49	49						
307	36	36						
308	50	50						
309	60	60						
<b>TOTAL</b>	<b>2198</b>	<b>2198</b>						

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 16 Eastern Road South Melbourne  
 Vic 3205 Australia  
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LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE . . . . . DIGITALLY SIGNED . . . . . DATE / /

REF 29726003  
 DWG 2972600DB 09/09/14 VERSION B

Sheet 12

Original sheet size A3

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

268408

## APPLICANT'S NAME & ADDRESS

HALL & WILCOX LAWYERS C/- INFOTRACK C/- LANDATA  
MELBOURNE

## VENDOR

MCLAREN PROPERTY  
CONSTRUCTIONS PTY LTD

## PURCHASER

## REFERENCE

353514

This certificate is issued for:

LOT 19 PLAN LP2122, LOT 19 PLAN LP2122 ALSO KNOWN AS 740 STATION STREET BOX HILL  
WHITEHORSE CITY

The land is covered by the:

WHITEHORSE PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE
- and abuts a ROAD ZONE CATEGORY 1

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

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



04 September 2014  
Matthew Guy MLC  
Minister for Planning

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be  
checked carefully.  
The above information includes all  
amendments to planning scheme maps  
placed on public exhibition up to the date  
of issue of this certificate and which are  
still the subject of active consideration

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

LANDATA@  
570 Bourke Street  
Melbourne VIC 3000  
Tel: (03) 8636 2456

Department of  
Transport, Planning and  
Local Infrastructure



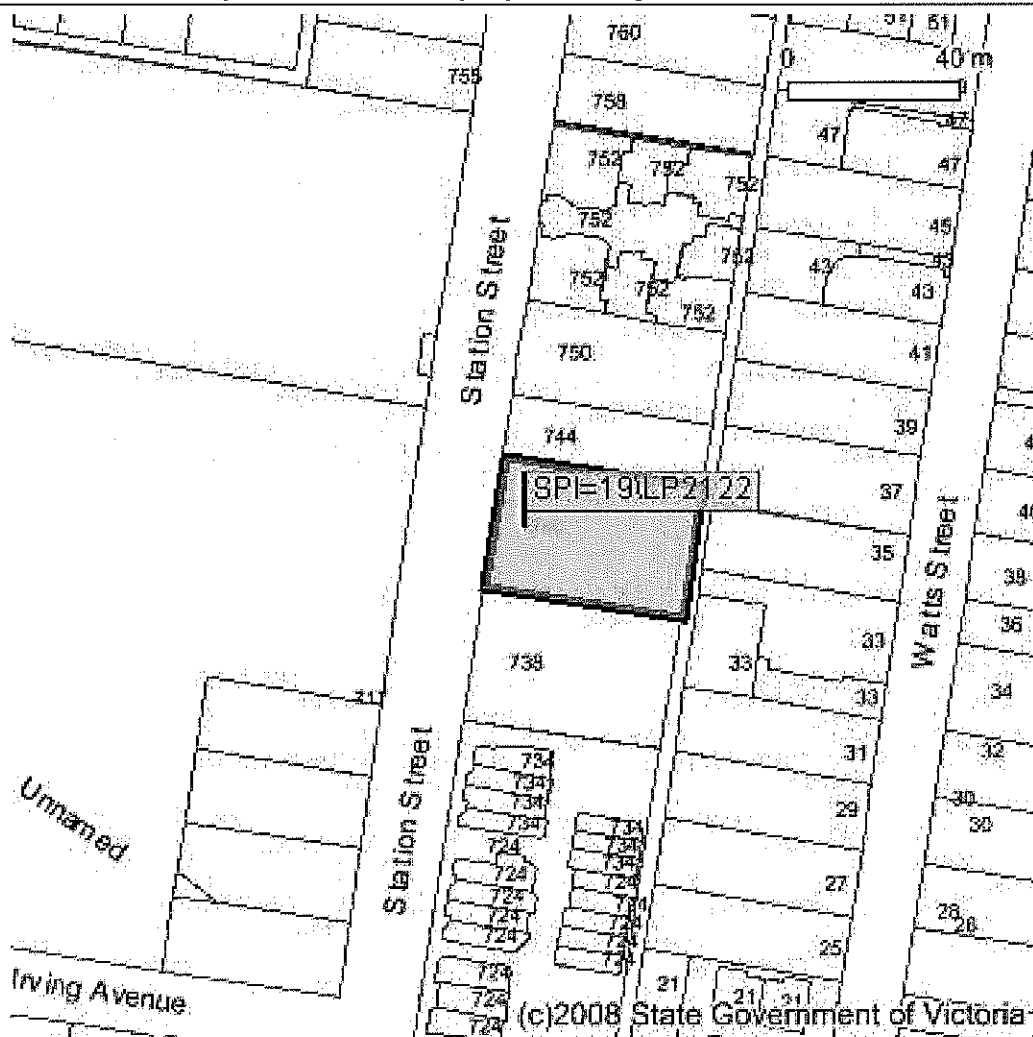


The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

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

If this property is different to the one expected, you can phone (03) 8636 2456 or email [landata.enquiries@dtpli.vic.gov.au](mailto:landata.enquiries@dtpli.vic.gov.au).

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



### Choose the authoritative Planning Certificate

#### Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria. Order online before 4pm and for as little as \$11.70 (plus your broker's service fee where applicable) receive your authoritative Planning Certificate same day, in most cases within the hour. Next business day delivery, if further information is required from you.

#### Privacy Statement

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





**Whitehorse City Council**  
379-397 Whitehorse Road  
Nunawading VIC 3131  
Locked Bag 2 Nunawading DC VIC 3131  
DX13209 MITCHAM

Telephone: (03) 9262 6333  
Fax: (03) 9262 6490  
TTY: (03) 9262 6325  
TIS: 131 450

customer.service@whitehorse.vic.gov.au  
www.whitehorse.vic.gov.au

ABN: 39 549 568 822

Monday 23 June 2014

<b>COLLIE</b>	
DATE	26.06.2014
FILE	13-7848/002
	JM
	TXB

Application Number: WH/2013/743  
Enquiries: Karen Mealyea  
Telephone: 9262 6315

Collie Pty Ltd  
29 Coventry Street  
SOUTHBANK VIC 3006

Dear Sir/Madam,

**VCAT DECISION**

**ADDRESS: 740 STATION STREET, BOX HILL (LOT 19 LP 2122 16, LOT 20 LP 2122 16)**

I refer to the above Planning Application.

Council has received the determination from the Victorian Civil & Administrative Tribunal. The Tribunal order, dated 19 June 2014 allows the granting of a Planning Permit.

Please find enclosed the Planning Permit, which contains certain conditions.

Please make sure you are familiar with these conditions before you act on Planning Permit.

You may also need Building, Engineering or other approvals from Council, and you should ensure that these matters are attended to before acting on this Planning Permit.

Please make sure you are familiar with these conditions before you act on Planning Permit Amendment.

You may also need Building, Engineering or other approvals from Council, and you should ensure that these matters are attended to before acting on this Planning Permit.

Yours faithfully

Karen Mealyea  
Principal Planner  
Planning and Building Department

# City of Whitehorse

## PLANNING PERMIT

Permit Number: WH/2013/743  
Planning Scheme: Whitehorse  
Responsible Authority: City of Whitehorse

### ADDRESS OF THE LAND

740 Station Street, BOX HILL (Lot 19 LP 2122 16, LOT 20 LP 2122 16)

### THE PERMIT ALLOWS

Construction of a four storey building for 47 dwellings, alterations to access in a Road Zone, Category 1 and reduction in car parking requirements pursuant to Clause 52.06., generally in accordance with the endorsed plans and subject to the following conditions.

### THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Before the development starts, or any trees or vegetation removed, amended plans (three copies in A1 size and one copy reduced to A3 size) shall be submitted to and approved by the Responsible Authority. The plans must be drawn to 1:100 scale, with dimensions, and be generally in accordance with the plans submitted at the VCAT mediation dated 18 June 2014 but modified to show:
  - a) A schedule of cladding colours, textures, finishes, and balcony screening treatments.
  - b) Basement parking columns to be in accordance with the requirements of Clause 52.06 of the Whitehorse Planning Scheme.
  - c) Provision of 1m aisle ends with the basement car park or provision turning circles to demonstrate that they are not required to provide for convenient egress.
  - d) Above bonnet storage or caged storage (for each dwelling) in the basement to be mounted 1.5m above the finished floor level.
  - e) Height clearance of car spaces on basement ramps to comply with Clause 52.06 of the Whitehorse Planning Scheme (2.1m clearance to be maintained).
  - f) Development plans to reflect the requirements of the Parking Management Plan to be annotated on the plans;
  - g) The locations of Tree Protection Zones described in condition 6, with all nominated trees clearly identified and numbered on both site and landscape plans, and a summary of the requirements of conditions 6 to be annotated on the development and landscape plans.
  - h) Screening to the east facing windows and balconies of levels 1 & 2 and the eastern edges of the balconies on level 3 to satisfy Standard B22.
  - i) Development plans to reflect all sustainability features indicated in the approved Environmentally Sustainable Design Management Plan. Where features cannot be visually shown, include a notes table providing details of the requirements (i.e. energy and water efficiency ratings for heating/cooling systems and plumbing fittings and fixtures, etc);

VCAT Order P489/2014 dated 19 June 2014

19 JUN 2014

Date

Planning and Environment Act 1987 Form 4

  
Signature for 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 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 THE PERMIT BEGIN?**

A permit operates:

- from the date specified in the permit, or
- if no date is specified, from:
  - the date of the decision of the Victorian Civil & Administrative Tribunal, if the permit was issued at the direction of the Tribunal, or
  - the date on which it was issued, in any other case.

**WHEN DOES A PERMIT EXPIRE?**

A permit for 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 the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
- the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the **Subdivision Act 1988**.

A permit for the use of the land expires if –

- the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
- the use is discontinued for a period of two years.

A permit for 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 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.

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 a permit contains a different provision –

- the use or development of any stage is to be taken to have started when the plan is certified; or
- the permit expires if the plan is not certified within two years of the issue of the permit.

The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

**WHAT ABOUT APPEALS?**

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

- j) The landscape plan in accordance with Condition 3, including the following:
- i. Details for containerised planting areas including height x width of planting area, depth of root zone, irrigation and drainage details.
  - ii. Irrigation requirements to be outlined.
  - iii. Detailed maintenance plan.

All of the above must be to the satisfaction of the Responsible Authority.

Once approved the development plans, landscape plans, Environmentally Sustainable Design Management Plan and Waste Management Plan will be endorsed and will form part of the permit.

2. The layout of the site and the size, design and location of the buildings and works permitted must always accord with the endorsed plan and must not be altered or modified without the further written consent of the Responsible Authority.

Landscaping

3. No building or works to be commenced (and no trees or vegetation to be removed) until a landscape plan prepared by a suitably qualified and experienced person or firm has been submitted to and endorsed by the Responsible Authority. This plan when endorsed shall form part of this permit. This plan shall show -

- \* A survey of all existing vegetation, abutting street trees, natural features and vegetation.
- \* Buildings, outbuildings and trees in neighbouring lots that would affect the landscape design.
- \* Planting within and around the perimeter of the site comprising trees and shrubs capable of:
  - providing a complete garden scheme,
  - softening the building bulk,
  - providing some upper canopy for landscape perspective, minimising the potential of any overlooking between habitable rooms of adjacent dwellings.
- \* A schedule of the botanical name of all trees and shrubs proposed to be retained and those to be removed incorporating any relevant requirements of condition No. 1.
- \* The proposed design features such as paths, paving, lawn and mulch.
- \* A planting schedule of all proposed vegetation (trees, shrubs and ground covers) which includes, botanical names, common names, pot size, mature size and total quantities of each plant.

Landscaping in accordance with this approved plan and schedule shall be completed before the building is occupied.

Once approved these plans become the endorsed plans of this permit.

VCAT Order P489/2014 dated 19 June 2014

19 JUN 2014

Date

Planning and Environment Act 1987 Form 4

  
Signature for 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 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 THE PERMIT BEGIN?**

A permit operates:

- from the date specified in the permit, or
- if no date is specified, from:
  - the date of the decision of the Victorian Civil & Administrative Tribunal, if the permit was issued at the direction of the Tribunal, or
  - the date on which it was issued, in any other case.

**WHEN DOES A PERMIT EXPIRE?**

A permit for 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 the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
- the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the **Subdivision Act 1988**.

A permit for the use of the land expires if –

- the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
- the use is discontinued for a period of two years.

A permit for 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 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.

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 a permit contains a different provision –

- the use or development of any stage is to be taken to have started when the plan is certified; or
- the permit expires if the plan is not certified within two years of the issue of the permit.

The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

**WHAT ABOUT APPEALS?**

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

4. The garden areas shown on the endorsed plan and schedule must only be used as gardens and shall be maintained in a proper, tidy and healthy condition to the satisfaction of the Responsible Authority. Should any tree or shrub be removed or destroyed it may be required to be replaced by a tree or shrub of similar size and variety.
5. The existing street tree shall not be removed or damaged.
6. Prior to commencement of any building or demolition works on the land, a Tree Protection Zones (TPZs) must be established for one tree in the road reservation and maintained during, and until completion of, all buildings and works including landscaping, around the following trees in accordance with the distances and measures specified below, to the satisfaction of the Responsible Authority:
  - a) Tree Protection Zone distances:
    - i. *Tree 3-Lophostemon conferta - TPZ-3.7m Street Tree*
  - b) Tree Protection Zone measures are to be established in accordance with Australian Standard 4970-2009 and are to include the following:
    - i. Erection of solid chain mesh fencing, or a similar type of fencing, at a minimum height of 1.8 metres, supported on, and held in place by, concrete pads.
    - ii. Signs are to be placed around the perimeter of the fencing, identifying the area as a TPZ. The signs are to be visible from within the development site, and the lettering and wording are to comply with Australian Standard 1319.
    - iii. No excavations, constructions works, activities, grade changes, surface treatments or storage of materials of any kind are permitted within a TPZ unless otherwise approved by this permit or further approved in writing by the Responsible Authority.
    - iv. All supports and bracing are to be outside a TPZ and any excavation for supports or bracing is to avoid damaging tree roots.
    - v. No trenching is allowed within the TPZ for installation of utility services, unless the Responsible Authority has approved tree sensitive installation methods, such as horizontal soil boring.
    - vi. Where construction is approved within a TPZ, fencing and mulch are to be placed up to, and along the line of, the approved proposal. Fencing may only be repositioned by an authorised person, and only during approved construction within the TPZ, and must be restored in accordance with the above requirements at all other times.

VCAT Order P489/2014 dated 19 June 2014

19 JUN 2014

Date

Planning and Environment Act 1987 Form 4

  
Signature for 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 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 THE PERMIT BEGIN?

A permit operates:

- from the date specified in the permit, or
- if no date is specified, from:
  - the date of the decision of the Victorian Civil & Administrative Tribunal, if the permit was issued at the direction of the Tribunal, or
  - the date on which it was issued, in any other case.

#### WHEN DOES A PERMIT EXPIRE?

A permit for 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 the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
- the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the **Subdivision Act 1988**.

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- the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
- the use is discontinued for a period of two years.

A permit for 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 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.

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 a permit contains a different provision –

- the use or development of any stage is to be taken to have started when the plan is certified; or
- the permit expires if the plan is not certified within two years of the issue of the permit.

The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

#### WHAT ABOUT APPEALS?

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



Environmentally Sustainable Development

7. Prior to the commencement of any buildings or works, an amended ESD Management Plan detailing Sustainable Design initiatives to be incorporated into the development must be submitted to and approved by the Responsible Authority. The Sustainable Design Assessment must outline and quantify the proposed sustainable design initiatives to be incorporated throughout the development such as (but not limited to) energy efficiency, water conservation, stormwater quality, waste management and material selection, to the satisfaction of the Responsible Authority.

The ESD Management Plan must be implemented and adhered to during the construction of the development allowed by this permit, to the satisfaction of the Responsible Authority.

Waste Management Plan

8. The approved Waste Management Plan must be implemented by the owners/occupiers of the site to the satisfaction of the Responsible Authority unless with the further written consent of the Responsible Authority.

Car parking

9. Prior to construction works commencing a Parking Management Plan is to be submitted to the satisfaction of Council and must include:
- Designate parking spaces to the individual dwellings;
  - Detail the signing and line marking of parking spaces;
  - Detail how access to the proposed parking spaces will be secured for residential; and
  - Detail any access controls to the parking area, such as boom gates which shall take into account the required queue length required as per section 3.4 of Australian Standard AS 2890.1.

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

10. The car parking areas and accessways as shown on the endorsed plans must be formed to such levels so that they may be used in accordance with the plan, and must be properly constructed, surfaced, drained and line-marked (where applicable). The car park and driveways shall be maintained to the satisfaction of the Responsible Authority.
11. Parking areas and access lanes must be kept available for these purposes at all times.

Assets

12. All stormwater drains must be connected to a point of discharge to the satisfaction of Responsible Authority.
13. Prior to any works, design plans and specifications of the civil works within the site associated with the development are to be prepared by a registered consulting engineer (who is listed on the Engineers Australia National Professional Engineer Register), and submitted to the Responsible Authority. Certification by the consulting engineer that the civil works have been completed in accordance with the design plans and specifications must be provided to the Responsible Authority.

VCAT Order P489/2014 dated 19 June 2014

19 JUN 2014

Date

Planning and Environment Act 1987 Form 4

  
Signature for 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 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 THE PERMIT BEGIN?

A permit operates:

- from the date specified in the permit, or
- if no date is specified, from:
  - the date of the decision of the Victorian Civil & Administrative Tribunal, if the permit was issued at the direction of the Tribunal, or
  - the date on which it was issued, in any other case.

### WHEN DOES A PERMIT EXPIRE?

A permit for 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 the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
- the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the **Subdivision Act 1988**.

A permit for the use of the land expires if –

- the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
- the use is discontinued for a period of two years.

A permit for 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 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.

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 a permit contains a different provision –

- the use or development of any stage is to be taken to have started when the plan is certified; or
- the permit expires if the plan is not certified within two years of the issue of the permit.

The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

### WHAT ABOUT APPEALS?

- The person who applied for the permit may appeal against any condition in the permit unless it was granted at the direction of the Victorian Civil & Administrative Tribunal where, in which case no right of appeal exists.
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- An appeal must state the grounds upon which it is based.
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- Details about appeals and the fees payable can be obtained from the Victorian Civil & Administrative Tribunal. The address of the Victorian Civil & Administrative Tribunal is 55 King Street, Melbourne. The telephone number is (03) 9628 9777.

14. Detailed civil plans and computations for stormwater on-site detention and connection to the legal point of discharge must be prepared by a suitably experienced and qualified professional, and submitted for approval by Responsible Authority prior to the commencement of any works.
15. Stormwater connection to the nominated point of discharge and stormwater on-site detention must be completed and approved to the satisfaction of the Responsible Authority prior to the occupation of the buildings.
16. As constructed drawings prepared by a Licensed Land Surveyor are to be provided to Council after the completion of civil works prior to Statement of Compliance or occupation.
17. Stormwater that could adversely affect any adjacent land shall not be discharged from the subject site onto the surface of the adjacent land.
18. The Applicant/Owner shall be responsible to meet all costs associated with reinstatement and/or alterations to Council or other Public Authority assets deemed necessary by such Authorities as a result of the development. The Applicant/Owner shall be responsible to obtain an "Asset Protection Permit" from Council at least 7 days prior to the commencement of any works on the land and obtain prior specific written approval for any works involving the alteration of Council or other Public Authority assets.

Construction Management

19. Prior to any works commencing on the land a "Construction Management Plan" (CMP) must be prepared to the satisfaction and approval of the Responsible Authority, detailing how the owner will manage the construction issues associated with the development.

The CMP must address; any demolition, bulk excavation, management of the construction site, land disturbance, hours of construction, noise, control of dust, public safety, traffic management, construction vehicle road routes, soiling and cleaning of roadways, discharge of any polluted water, security fencing, disposal of site waste and any potentially contaminated materials, location of site offices, redirection of any above or underground services, and site security lighting.

The CMP shall include suitable washing facilities are to be provided and utilised on site for the cleaning of all construction vehicles prior to them exiting the designated property so as to prevent any grease, oil, mud, clay or other substance to fall or run off a vehicle onto a road, into any drain or under the road.

The "Construction Management Plan" (CMP) must be implemented to the satisfaction of the Responsible Authority and a contact name and phone numbers for the site manager must be provided to the Responsible Authority.

Vic Roads


20. The crossover and driveway are to be constructed to the satisfaction of the Responsible Authority and at no cost to VicRoads prior to the occupation of the buildings hereby approved.

VCAT Order P489/2014 dated 19 June 2014

19 JUN 2014

Date

Planning and Environment Act 1987 Form 4

  
Signature for 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 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**.

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- from the date specified in the permit, or
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A permit for development of land expires if –

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- the development requires the certification of a plan of subdivision or consolidation under the **Subdivision Act 1988** and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
- the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the **Subdivision Act 1988**.

A permit for the use of the land expires if –

- the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
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A permit for 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 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.

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 a permit contains a different provision –

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- An appeal must state the grounds upon which it is based.
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21. Prior to the occupation of the buildings hereby approved, the access lanes, driveways, crossovers and associated works must be provided and available for use and be:
  - a. Formed to such levels and drained so that they can be used in accordance with the plan.
  - b. Treated with an all-weather seal or some other durable surface.
22. Driveways must be maintained in a fit and proper state so as not to compromise the ability of vehicles to enter and exit the site in a safe manner or compromise operational efficiency of the road or public safety (eg. by spilling gravel onto the roadway).
23. The proposed development requires the construction of a crossover. Separate approval under the Road Management Act for this activity may be required from VicRoads. Please contact VicRoads prior to commencing any works.

Expiry

24. This permit will expire if one of the following circumstances applies:
  - a) The development is not commenced within two (2) years from the date of issue of this permit;
  - b) The development is not completed within four (4) years from the date of this permit.

The Responsible Authority may extend the periods referred to if a request is made in writing pursuant to the provisions of Section 69 of the *Planning and Environment Act 1987*.

**VCAT Order P489/2014 dated 19 June 2014**

**19 JUN 2014**

**Date**

Planning and Environment Act 1987 Form 4

  
**Signature for Responsible Authority**

**IMPORTANT INFORMATION ABOUT THIS NOTICE****WHAT HAS BEEN DECIDED?**

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- 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.

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 a permit contains a different provision –

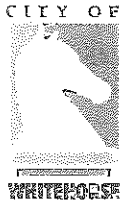
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**Whitehorse City Council**  
379-397 Whitehorse Road  
Nunawading VIC 3131  
Locked Bag 2 Nunawading DC VIC 3131  
DX13209 MITCHAM

Telephone (03) 9262 6333  
Fax (03) 9262 6490  
TTY (03) 9262 6325  
TIS 131 450

customer.service@whitehorse.vic.gov.au  
www.whitehorse.vic.gov.au

ABN 39 549 568 822

## LAND INFORMATION CERTIFICATE

### Local Government Act 1989 - Section 229

Certificate Number: 1308  
Date of Issue: 5 September 2014  
Applicant's Reference: 17496354-013-9

Hall & Wilcox Lawyers C/- Info Track  
C/- LANDATA  
DX 250639  
MELBOURNE VIC

This Certificate provides information regarding valuation, rates, charges, fire services property levy, other moneys owing and any orders and notices made under the *Local Government Act 1958*, the *Local Government Act 1989*, the *Fire Services Property Levy Act 2012* or under a local law or by-law of the Council and the 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.

<b>Assessment Number:</b> 63639	<b>Check Digit:</b> 9
<b>Property Description:</b> Lot 19 LP 2122 16, LOT 20 LP 2122 16	
<b>Property Address:</b> 740 Station Street, BOX HILL VIC 3128	

The Council uses Capital Improved Value (CIV) for rating purposes. The current level of values date is 1 January 2014 and the date on which the valuation became operative for rating purposes for this property is 1 July 2014.

<b>Site Value:</b>	\$1,880,000
<b>Capital Improved Value:</b>	\$1,880,000
<b>Net Annual Value:</b>	\$94,000

#### RATES AND CHARGES LEVIED FOR THE PERIOD 1 JULY 2014 TO 30 JUNE 2015 DECLARED BY COUNCIL 23 JUNE 2014

#### FIRE SERVICES PROPERTY LEVY (FSPL) RAISED FOR THE PERIOD 1 JULY 2014 TO 30 JUNE 2015

General Rates	3,767.05
FSPL Fixed Charge	102.00
FSPL Variable Rate	122.20
<b>TOTAL CURRENT LEVIED</b>	<b>\$3,991.25</b>

#### OTHER CHARGES

Arrears	0.00
Interest	0.00
Legal Costs	0.00
<b>TOTAL</b>	<b>\$ 0.00</b>

**TOTAL AMOUNT OUTSTANDING** **\$3,991.25**



NOTE:

**Section 175 Local Government Act 1989 and Section 32 Fire Services Property Levy Act 2012**

A person who becomes the owner of rateable or leviable land must pay any rate, charge or levy on the land which is current; and any arrears of rates, charges or levies (including interest on those rates, charges or levies) on the land which are due and payable.

If a Council has obtained an award for legal costs in relation to any rate or charge owing by the previous owner of the rateable or the leviable land, the above section applies to the amount of legal costs remaining unpaid as if the legal costs were arrears of rates, charges or levies.

If the previous owner of the rateable or leviable land had been paying any rate, charge or levy by instalments at the time the ownership of the land changed, the person who becomes the owner of the land may continue the payment of that rate, charge or levy by instalments.

The person who becomes the owner of rateable land may also pay a rate or charge by instalments if the previous owner could have paid it by instalments and the person becomes the owner of the land before the date the first instalment falls due. The person who becomes the owner of leviable land may also pay a levy amount by instalments.

In all other cases, the person who becomes the owner of rateable or leviable land must pay any amount due by the date it was due to have been paid by the previous owner of the land; or if that date has already passed, immediately after the person becomes the owner of the land (in the case of rates and charges under the *Local Government Act 1989*), or within 14 days from the date the person becomes the owner of the land (in the case of levies under the *Fire Services Property Levy Act 2012*).

**Notices, Orders, Subdivisional Matters and Other Outstanding and/or Potential Liability Matters**

- A. There are no monies owed for works under the *Local Government Act 1958*.
- B. There is no potential liability for rates under the *Cultural and Recreational Lands Act 1963*.
- C. There is no potential liability for land to become rateable under sections 173 or 174A of the *Local Government Act 1989*.
- D. There are no outstanding monies required to be paid for recreational purposes or any transfer of land to the Council for recreational purposes under section 18 of the *Subdivision Act 1988* or the *Local Government Act 1958*.
- E. There are no monies owed under Section 227 of the *Local Government Act 1989*.
- F. There is no specified flood level by the Council.
- G. There are no notices or orders on the land which has continuing application under the *Local Government Act 1958*, the *Local Government Act 1989* or under a local law of the Council.

There is no other information under section 229(3) of the *Local Government Act 1989* (other than as set out on page 3 under "Comments" (if any)).

To determine if there are any outstanding building notices or orders on the property, an application can be made for a Building Property Information Request, which provides information on the status of building works. Visit [www.whitehorse.vic.gov.au/Forms-Building](http://www.whitehorse.vic.gov.au/Forms-Building) or call 9262 6421 for more information.

Certificate Number: 1308  
Date of Issue: 5 September 2014  
Applicant's Reference: 17496354-013-9

In accordance with the section 2 of the *Penalty Interest Rates Act 1983*, interest will continue to accrue on any overdue rates, charges or levies at the prescribed rate of 11.5 per cent per annum until paid in full.

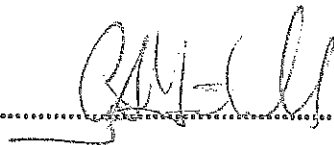
I hereby certify that, as at the issue date of this Certificate the information supplied is true and correct for the property described in this Certificate.

This Certificate is valid for 120 days from the date of issue. Council may be prepared to provide up to date verbal information to the applicant about matters disclosed in this Certificate. No liability will be accepted for verbal updates given or for any changes that occur after the issue date.

**COMMENTS:**

Amount Received: \$20.00  
Receipt Number: 9999999  
Receipt Date: 4 September 2014

Authorised Officer: .....







YARRA VALLEY WATER  
ABN 93 068 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

4th September 2014

Hall & Wilcox Lawyers C/- InfoTrack C/- LANDATA  
LANDATA

Dear Hall & Wilcox Lawyers C/- InfoTrack C/- LANDATA,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	740 STATION STREET BOX HILL 3128
<b>Applicant</b>	Hall & Wilcox Lawyers C/- InfoTrack C/- LANDATA LANDATA
<b>Information Statement</b>	30092773
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	353514

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

- Yarra Valley Water Encumbrance Statement
- Melbourne Water Encumbrance Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

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

Yours sincerely,

Steve Lennox  
General Manager, Billing and Contact Services



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ABN 93 066 902 501

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Miteham Victoria 3132

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### Yarra Valley Water Encumbrance

Property Address	740 STATION STREET, BOX HILL, 3128
------------------	------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

#### **THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)**

Existing sewer mains will be shown on the Asset Plan.

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

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



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### Melbourne Water Encumbrance

Property Address	740 STATION STREET BOX HILL 3128
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STATEMENT UNDER SECTION 158 WATER ACT 1989

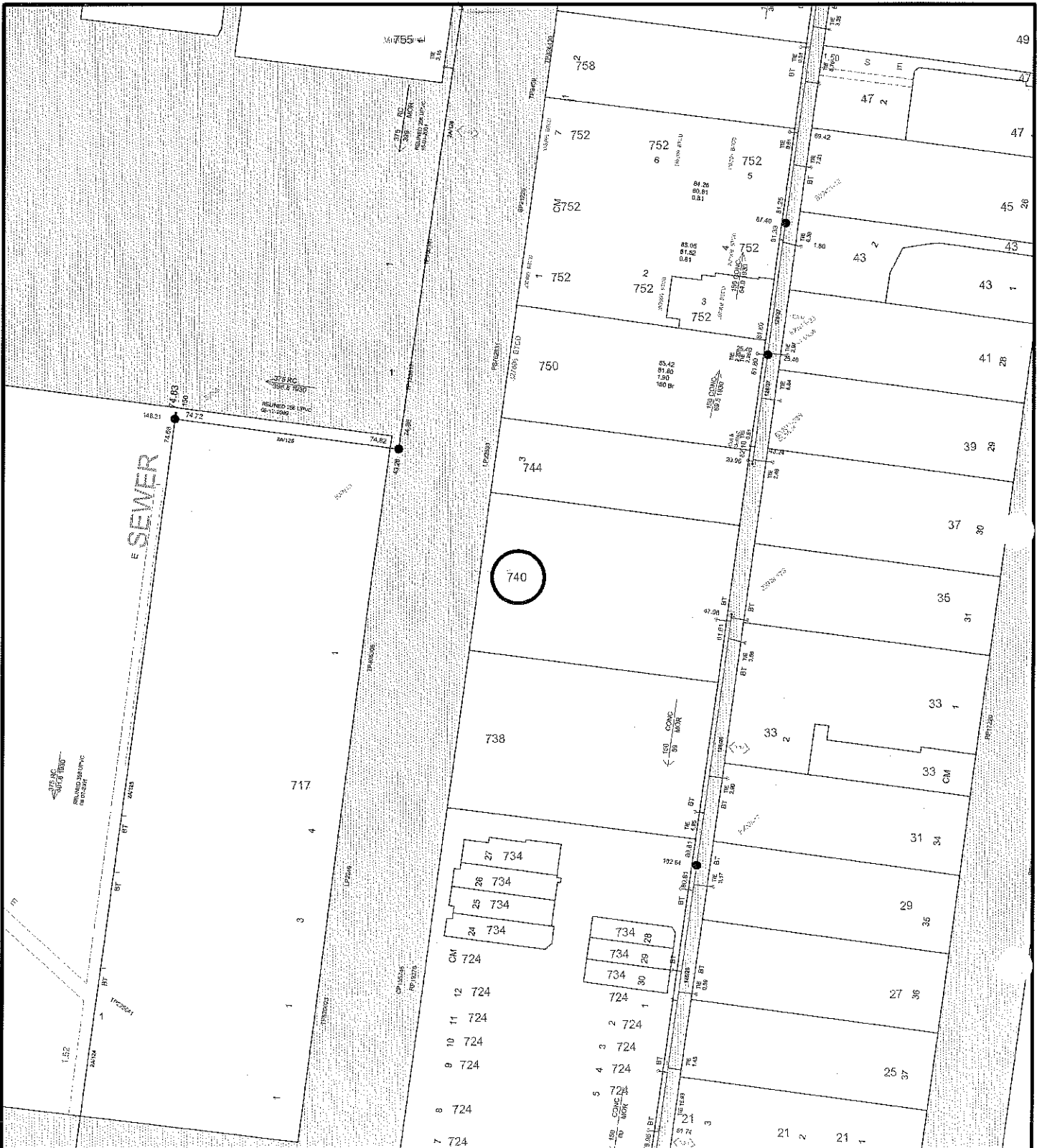
### **THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)**

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

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

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

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



**Yarra Valley Water** Address 740 STATION STREET BOX HILL 3128

**Information** Date 4/09/2014

**Statement** Scale 1: 1000

**Number : 30092773**

ABN 93 066 902 501



**Yarra Valley Water**

100 C1CL 64 1994	Sewer Pipe Flow	Existing Title
Sewer	Sewer	Proposed Title
Subject Property	Subject Property	Easement
SPS12-34	Access Point No.	

**Disclaimer:** This information is supplied on the basis Yarra Valley Water Ltd:  
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;  
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;  
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;





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LANDATA  
certificates@landata.vic.gov.au

### RATES CERTIFICATE

Account No: 0704113365  
Rate Certificate No: 30092773

Date of Issue: 04/09/2014  
Your Ref: 353514

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
740 STATION ST, BOX HILL VIC 3128	19\LP2122	1180504	Residential

Agreement Type	Period	Charges	Outstanding
Residential Sewer Service Charge	01-07-2014 to 30-09-2014	\$88.65	\$0.00
Residential Sewer Usage Charge Estimated Average Daily Usage \$0.00	05-05-2014 to 30-07-2014	\$0.00	\$0.00
Residential Water Service Charge	01-07-2014 to 30-09-2014	\$42.17	\$0.00
Residential Water Usage Charge Estimated Average Daily Usage \$0.00	05-05-2014 to 30-07-2014	\$0.00	\$0.00
Parks Fee	01-07-2014 to 30-06-2015	\$79.29	\$0.00
Drainage Fee	01-07-2014 to 30-09-2014	\$23.44	\$0.00
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
Fairer Water Bills Savings			-\$100.00
No further charges applicable to this property			
<b>Total Arrears</b>			\$100.00
<b>Total Due</b>			\$0.00

**Usage** - The usage above is the last amount billed to this property. For up to date usage information, please book a special meter reading (SMR) via our Propertyflow system, or contact your agent.

GENERAL MANAGER  
BILLING AND CONTACT SERVICES

**Note:**

- Invoices generated with Residential Water Usage during the period 01/07/2014 – 30/09/2014 will include a Fairer Water Bills Savings of \$100.
- This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.



4. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
5. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
6. From 01/07/2014, Residential Water Usage is billed using the following step pricing system: 255.59 cents per kilolitre for the first 44 kilolitres; 299.87 cents per kilolitre for 44-88 kilolitres and 443.05 cents per kilolitre for anything more than 88 kilolitres
7. From 01/07/2014, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 213.82 cents per kilolitre



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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Hall & Wilcox Lawyers C/- InfoTrack  
207 Kent Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 353514

NO PROPOSALS. As at the 4th September 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 47 Reference D8  
Map Ref: Melways 40th Edition, Map 75A Reference G2

The Applicant, Hall & Wilcox Lawyers C/- InfoTrack has identified the map references as the correct references for the property located at:

740 STATION STREET, BOX HILL 3128  
CITY OF WHITEHORSE

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: 4th September 2014

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

[Vicroads Certificate] # 17496354 - 17496354144750 '353514'

## 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: 740 STATION STREET

SUBURB: BOX HILL

MUNICIPALITY: CITY OF WHITEHORSE

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 47 Reference D8  
Melways 40th Edition, Street Directory, Map 75A Reference G2

DATE OF SEARCH: 4th September 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] # 17496354 - 17496354144750  
'353514'

# Land Tax Clearance Certificate

## Land Tax Act 2005



HALL & WILCOX LAWYERS C/- INFOTRACK

**Your Reference:** LD:17496354-009-2.35351  
**Certificate No:** 85742459  
**Issue Date:** 05 SEP 2014  
**Enquiries:** AXC3

**Land Address:** 740 STATION STREET BOX HILL VIC 3128

Land Id	Lot	Plan	Volume	Folio	Taxable Value	Tax Payable
1553919	19	2122	3983	565	\$2,085,000	\$0.00

**Vendor:** MCLAREN PROPERTY CONSTRUCTIONS PTY LTD  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax Details	Year	Proportional Tax	Penalty/Interest	Total
ANIKK PTY LTD	2014	\$13,080.00	\$0.00	\$0.00

Arrears of Tax	Year	Proportional Tax	Penalty/Interest	Total

**Comments:** Land Tax of \$13,080.00 has been assessed for 2014, an amount of \$13,080.00 has been paid.

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](http://www.sro.vic.gov.au/certificates)

**Paul Broderick**  
 Commissioner of State Revenue

<b>TAXABLE VALUE:</b>	<b>\$2,085,000</b>
<b>AMOUNT PAYABLE:</b>	<b>\$0.00</b>

## Land Tax Clearance Certificate - Remittance Advice

<b>Certificate No:</b>	85742459	State Revenue Office
<b>Land ID:</b>	1553919	GPO Box 4376
<b>Amount Payable:</b>	\$0.00	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: 85742459

- 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 \$2,085,000

Land Tax = \$13,080.00

Calculated as \$9,375 plus (\$2,085,000 - \$1,800,000) multiplied by 1.300 cents.

## Further information

**Internet** [www.sro.vic.gov.au](http://www.sro.vic.gov.au)

**Email** [sro@sro.vic.gov.au](mailto: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](http://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](http://www.sro.vic.gov.au/counter)



# BINKS & ASSOCIATES

## Proposed Annual Budget (Inc GST)

Professional fees	Year 1	Year 2
Management Fees	\$7,790.00	\$8,062.65
Audit Fees	\$0.00	\$0.00
BAS	\$0.00	\$0.00
Maintenance plan preparation	\$0.00	\$2,000.00
Disbursements	\$1,230.00	\$1,230.00
OC Sign, OC Seal, ABN / GST registration, registration of rules	\$440.00	\$0.00
<b>Total Administration</b>	<b>\$9,020.00</b>	<b>\$11,292.65</b>
<b>Insurance</b>		
Insurance policy	\$13,000.00	\$13,455.00
Insurance valuation	\$0.00	\$2,200.00
Insurance excess	\$1,100.00	\$1,100.00
<b>Total Insurance</b>	<b>\$14,100.00</b>	<b>\$16,755.00</b>
<b>ESM / Compliance – as per Occupany Permit</b>		
Compliance auditing	\$1,210.00	\$1,210.00
Fire monitoring	\$1,850.00	\$1,850.00
Fire equipment maintenance (inc. minor repairs & E&E test)	\$0.00	\$4,400.00
Mechanical ventilation inspection and testing	\$0.00	\$2,200.00
Lift Maintenance	\$0.00	\$5,500.00
Phone lines	\$1,620.00	\$1,620.00
Anchor point certification	\$0.00	\$660.00
<b>Total ESM / Compliance</b>	<b>\$4,680.00</b>	<b>\$17,440.00</b>
<b>Building Management Services</b>		
Caretaker / cleaner	\$29,640.00	\$29,640.00
Facilities Management	\$4,400.00	\$4,400.00
Waste management (inc. free hard waste removal for three months)	\$9,500.00	\$9,500.00
Gardening	\$3,200.00	\$3,200.00
<b>Total Building Management Services</b>	<b>\$46,740.00</b>	<b>\$46,740.00</b>
<b>Utilities</b>		
Public light and power	\$16,500.00	\$16,500.00
Water	\$7,000.00	\$7,000.00
Gas	\$2,200.00	\$2,200.00
<b>Total Utilities</b>	<b>\$25,700.00</b>	<b>\$25,700.00</b>
<b>Facilities Management (Non-ESM)</b>		
Building consumables	\$550.00	\$550.00
Bin Sanitisation	\$1,100.00	\$1,100.00
HWS maintenance	\$0.00	\$0.00
Roller shutter – service contract	\$0.00	\$1,100.00
Pedestrian entrance door – service contract	\$0.00	\$1,100.00
Car park sweeping	\$880.00	\$880.00
Exterior building cleaning /window cleaning	\$4,400.00	\$4,400.00
Garden sprinkler maintenance	\$0.00	\$0.00
Basement pump service	\$0.00	\$736.00
Rainwater harvest tank pump service	\$0.00	\$736.00
<b>Total Facilities Management (Non-ESM)</b>	<b>\$6,930.00</b>	<b>\$10,602.00</b>
<b>Repairs, replacements and general expenses</b>	<b>\$9,900.00</b>	<b>\$10,395.00</b>
<b>Total Administration Fund Budget</b>	<b>\$117,070.00</b>	<b>\$138,924.65</b>
<b>Maintenance Fund</b>	<b>\$11,000.00</b>	<b>\$11,000.00</b>



# MODEL RULES FOR OWNERS CORPORATION

## **1 Health, safety and security**

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

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

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

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

### **1.3 Waste disposal**

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

## **2 Management and administration**

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

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

## **3 Use of common property**

### **3.1 Use of common property**

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



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- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

### **3.2 Vehicles and parking on common property**

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

- (1) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (2) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (3) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

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

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

## **4 Lots**

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

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

Example

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

## **5 Behaviour of persons**

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

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

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

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

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## **6 Dispute resolution**

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporations Act 2006.
- (8) This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.

## **STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS**

### **What is an owners corporation?**

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

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

### **How are decisions made by an owners corporation?**

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

### **Owners corporation rules**

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

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

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

### **Further information**

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

### **Management of an owners corporation**

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

**IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR ANY  
DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE  
OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE**