

Contract of sale of real estate

Vendor: AJB Group Pty Ltd
Property: Apartment Lot - 'Wil & Co Apartments', 34-40 Wilson Street, South Yarra

**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, you acknowledge that:

- you may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price;
- a substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the Property; and
- the value of the Property may change between the day on which you sign the contract of sale of that Property and the day on which you become the registered proprietor.

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 'Wil & Co Apartments', 34-40 Wilson Street, South Yarra

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

The terms of this contract are contained in the:

- Particulars of Sale; and
- Special Conditions, if any; and
- General Conditions,

in that order of priority.

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; or
- the property is used mainly for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used mainly for farming; or
- you and the vendor have 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 section 32 statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER _____

on ____ / ____ / 20

Print name 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: AJB Group Pty Ltd ACN 120 555 428 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: Rose Zafos. Email: rose.zafos@hallandwilcox.com.au

Purchaser:

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Purchaser's legal practitioner or conveyancer:

Tel:	Fax:	Email:

Property address:

Lot 'Wil & Co Apartments', 34-40 Wilson Street, South Yarra

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 7.5) and the Schedule of Inclusions)

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

Light

Timber

Optional additions (special condition 7.5)

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	\$2,500	\$
<input type="checkbox"/>	Integrated fridge/freezer	\$2,850	\$
<input type="checkbox"/>	Washing machine/dryer	\$1,400	\$
<input type="checkbox"/>	Moveable island bench	\$2,500	\$
<input type="checkbox"/>	Shower rail (instead of fixed overhead shower)	\$200	\$
Total to be added to Price			\$

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 Plans means the plans in annexure 1.

Building Works means, subject to special condition 7, 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 or owners corporations 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 City of Stonnington planning permit number 0654/09.

Plan means unregistered plan of subdivision PS 734531Y.

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 8820 folio 568.

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 Encumbrances

2.1 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)**.

2.2 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.

3 Purchaser's acknowledgements

3.1 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.

3.2 Display suite and marketing material

- (a) Without limiting special condition 3.1, 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.

4 Vendor's right to terminate

4.1 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).

4.2 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.

5 Planning

5.1 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.

5.2 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 5.2(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.

5.3 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.

5.4 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.

6 Plan of subdivision

6.1 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)**.

6.2 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.

6.3 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;
- (ii) any 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).

6.4 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 6.4(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.

6.5 Other variations to Plan

If any variation to the Plan (other than a minor variation under special condition 6.4) 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).

6.6 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.

6.7 Car stackers

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

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- (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 1.50 metres; and
 - (ii) the maximum weight of a vehicle which will be accommodated in the car stacker is 2,000 kilograms.

6.8 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.

6.9 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.

6.10 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 lot on 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.

7 Building Works

7.1 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.

7.2 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 7.2(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)**.

7.3 Variations to Building Works

- (a) The vendor may make variations to the Building Works as follows:
 - (i) if a variation is necessary to comply with a requirement of any Government Authority including any Permit requirement;
 - (ii) if for any reason any item referred to in the Building Plans and Schedule of Inclusions is unavailable;
 - (iii) to replace any item referred to in the Building Plans and Schedule of Inclusions with an item of similar quality; or
 - (iv) 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.

- (b) Without limiting special condition 7.3(a), the purchaser acknowledges and agrees that the vendor may change the design and layout of the roof terrace shown on the Building Plans.

7.4 Completion of Building Works

- (a) The Building Works will for all purposes, other than special condition 7.6, 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).

7.5 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) integrated fridge/freezer;
 - (C) washing machine/dryer;
 - (D) moveable island bench; and
 - (E) shower rail,are in the vendor's sole and absolute discretion.

7.6 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.

7.7 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.

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- (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.

7.8 No Merger

This special condition will not merge on settlement.

8 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 for an underground car park and installation of services.

9 Deposit

9.1 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.

9.2 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**.

9.3 Investment of deposit

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

9.4 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.

9.5 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.

9.6 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 9.6(c); or
 - (ii) settlement occurs.

10 Owners Corporation

10.1 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.

10.2 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 .

10.3 Vendor's rights and obligations

The purchaser acknowledges and agrees that, on registration of the Plan, one or more Owners Corporations will be established and the vendor:

- (a) will procure the Owners Corporations to hold first meetings;
- (b) will procure the Owners Corporations to effect the insurances required by the **Owners Corporation Act 2006 (Vic)** or the **Owners Corporation Regulations 2007 (Vic)**;
- (c) 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;
- (d) may procure any one or more of the Owners Corporations 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 annexed; and
- (e) may appoint a property manager or a managing agent (or both) for any one or more of the Owners Corporation.

10.4 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.

11 Stamp duty

11.1 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.

11.2 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.

11.3 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)**.

11.4 No merger

This special condition will not merge on settlement.

12 Delivery of transfer by purchaser

12.1 General condition 6

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

12.2 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.

13 Guarantee

13.1 General condition 20

General condition 20 does not apply to this contract.

13.2 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 13.2(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.

14 Nomination

General condition 18 is deleted and replaced by the following:

- 18.1 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.
- 18.2 If the purchaser wishes to nominate a substitute or additional transferee, it must deliver to the vendor's legal practitioner:

- (a) a nomination notice executed by the nominee and the purchaser;
- (b) if the nominee is a corporation to which special condition 18 applies, a guarantee in the form of the document in annexure 3;
- (c) a cheque payable to the vendor's legal practitioner for \$330 (GST-inclusive) being the vendor's costs in relation to the nomination.

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 will 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 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

On settlement, the purchaser must allow in favour of the vendor:

- (a) 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 and telephone services. Any such costs or charges will be adjusted in favour of the vendor at settlement and will not be the subject of an apportionment;
- (b) an amount equal to the amount or amounts paid by the vendor for any gas usage charges in relation to the property. Any such costs or charges will be adjusted in favour of the vendor at settlement and will not be the subject of an apportionment; and
- (c) 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. Any such costs will be calculated in accordance with special condition 15.4.

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.

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

2 Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

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- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.

2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3 Identity of the land

3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

3.2 The purchaser may not:

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

4 Services

4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5 Consents

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

6 Transfer

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

7 Release of security interest

7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.

7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must:

- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
- (b) keep the date of birth of the vendor secure and confidential.

7.4 The vendor must ensure that at or before settlement, the purchaser receives:

- (a) a release from the secured party releasing the property from the security interest; or
- (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
- (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property:

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- (a) that:
- (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$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) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if:
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register which the purchaser reasonably requires to be released at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor:
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay,
- as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

8 Builder warranty insurance

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

9 General law land

- 9.1 This general condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:

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- (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 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
 - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of five 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:
- (b) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (c) email is taken to have been served at the time of receipt within the meaning of section 13A of the **Electronic Transactions (Victoria) Act 2000**.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
 - (b) by 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; or
 - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'service' or any other expression is used.

18 Nominee

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

19 Liability of signatory

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

20 Guarantee

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

21 Notices

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

22 Inspection

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

23 Terms contract

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

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

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

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

24 Loss or damage before settlement

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

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

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

-
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25 Breach

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

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

DEFAULT

26 Interest

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

27 Default notice

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

28 Default not remedied

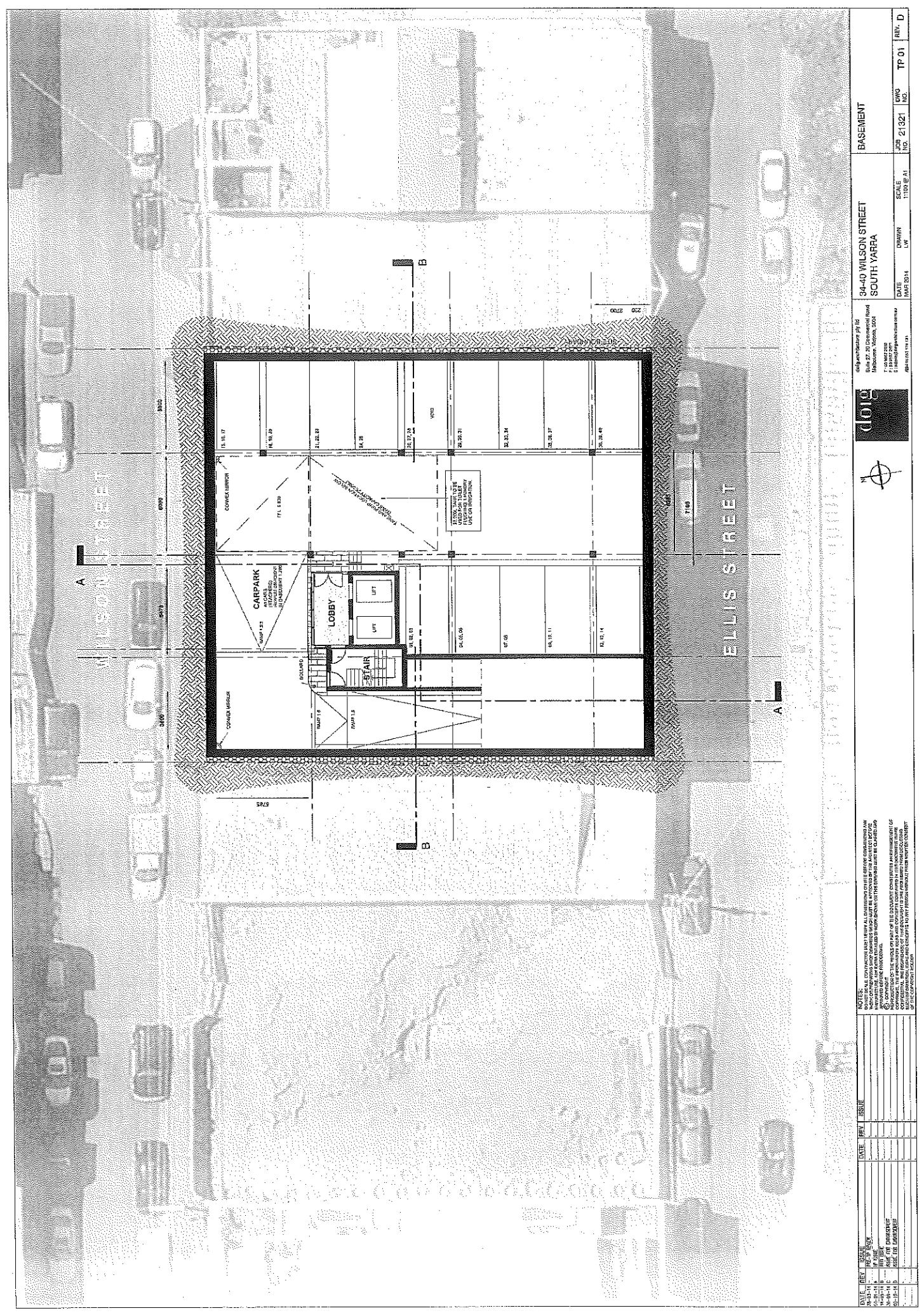
- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or

-
- (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

ANNEXURE 1

Building Plans



DATE	REV	ISSUE
18-11-14	1	AS PER PLAN
24-11-14	2	AS PER PLAN
26-11-14	3	AS PER PLAN
28-11-14	4	AS PER PLAN
29-11-14	5	AS PER PLAN
30-11-14	6	AS PER PLAN
01-12-14	7	AS PER PLAN
02-12-14	8	AS PER PLAN
03-12-14	9	AS PER PLAN
04-12-14	10	AS PER PLAN
05-12-14	11	AS PER PLAN
06-12-14	12	AS PER PLAN
07-12-14	13	AS PER PLAN
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11-12-14	17	AS PER PLAN

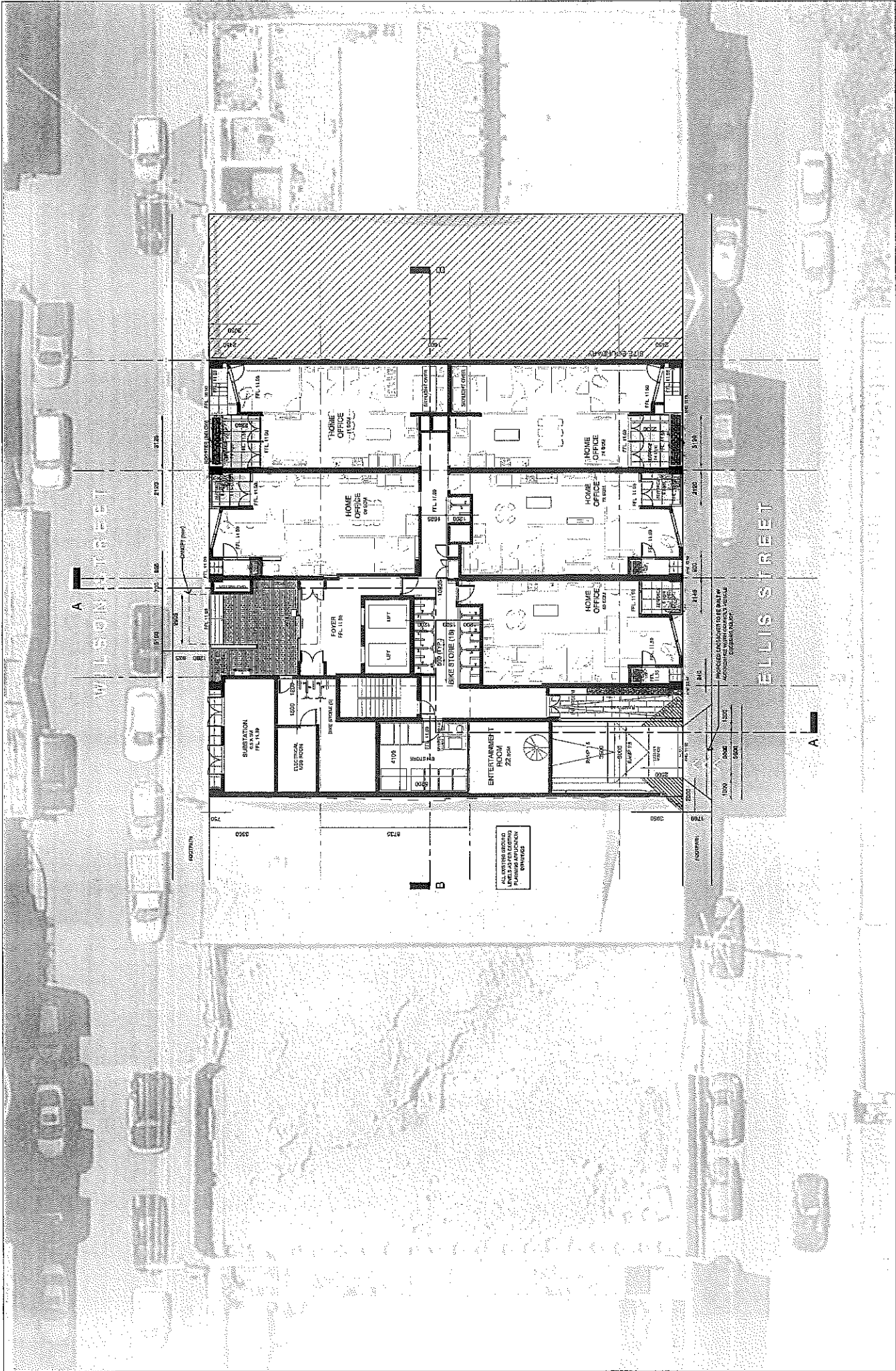
NOTES:
 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE NATIONAL BUILDING CODE OF AUSTRALIA (N.B.C.A.) AND THE CURRENT EDITIONS OF THE VICTORIAN PLANNING AND DEVELOPMENT REGULATIONS (V.P.D.R.).
 2. THE WORKS ARE TO BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 3. THE DRAWINGS SHALL BE KEPT UP TO DATE WITH ANY CHANGES TO THE WORKS.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION AND DATA FROM THE CLIENT AND ANY OTHER RELEVANT SOURCES.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION AND DATA FROM THE CLIENT AND ANY OTHER RELEVANT SOURCES.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION AND DATA FROM THE CLIENT AND ANY OTHER RELEVANT SOURCES.

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34-40 WILSON STREET
SOUTH YARRA

DATE: 11.03.14
 DRAWN: LW
 SCALE: 1:100 (P.A.)

JOB NO: 21321
 DWG NO:
 TP: 01

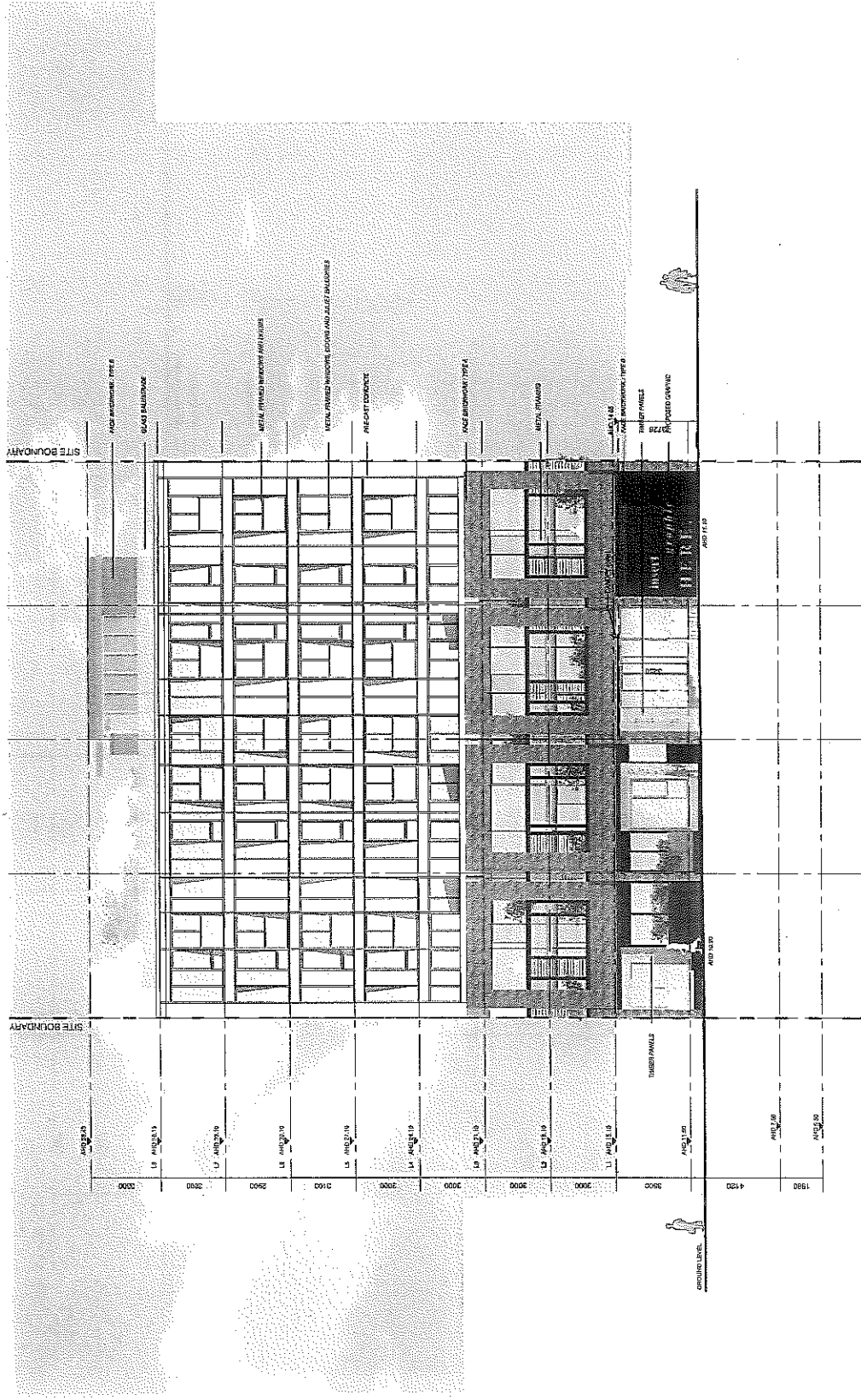


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34-40 WILSON STREET
 SOUTH YARRA
 SCALE: 1:100 @ A1
 DATE: 14/03/2014
 DRAWN: LW
 CHECKED: LW
 DWG NO: 21321
 PROJECT NO: TP-02
 REV: D

NOTE: CONTRACTOR MUST VERIFY ALL DIMENSIONS ON THIS DRAWING. DIMENSIONS ON THIS DRAWING TAKE PRECEDENCE OVER DIMENSIONS ON ANY OTHER DRAWING. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.



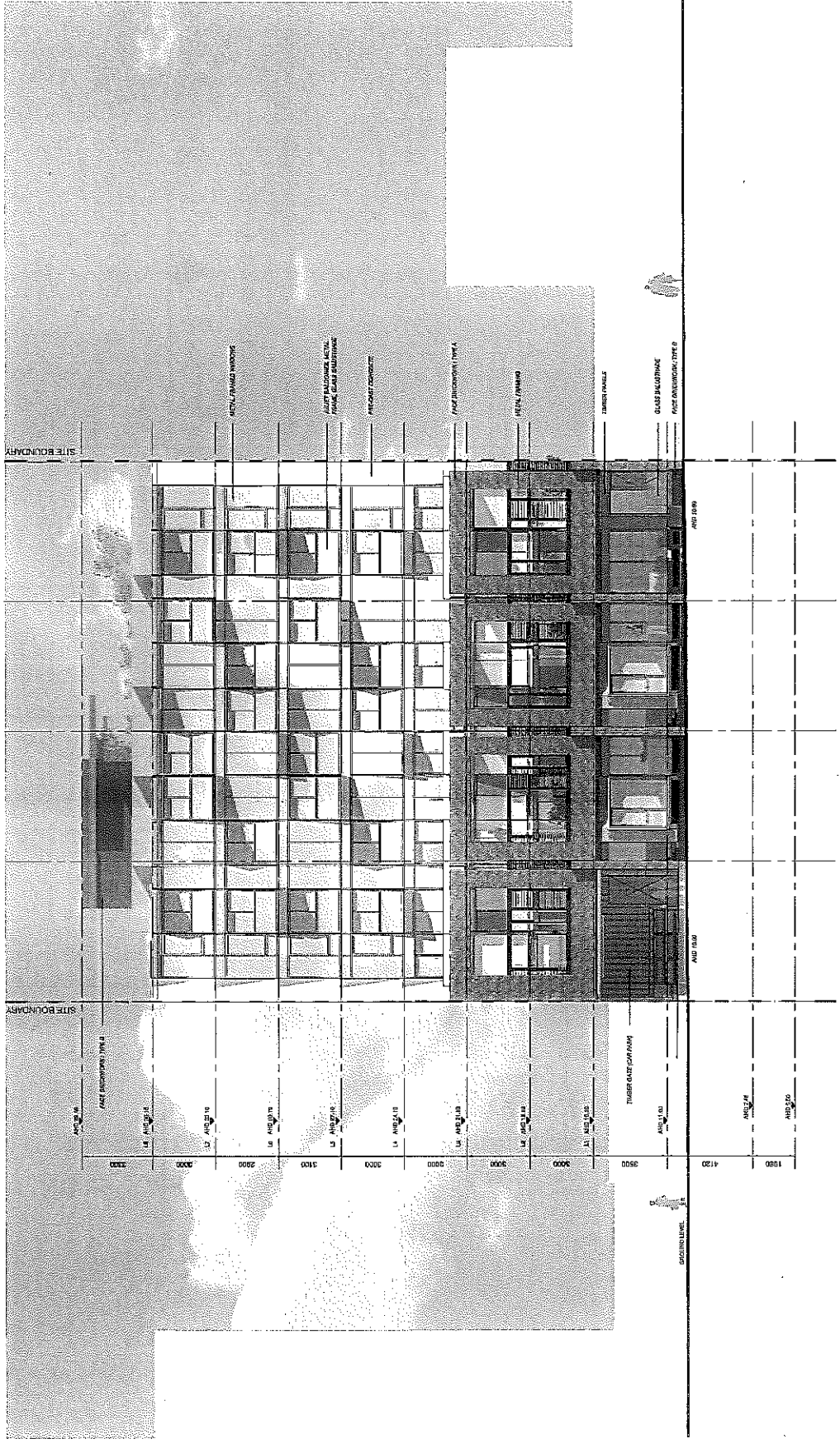
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ELEVATION
 WILSON ST (NORTH)

34-40 WILSON STREET
 SOUTH YARRA

DATE: 11/02/14
 DRAWN: LPV
 SCALE: 1:100 (B.A.)
 JOB NO.: 21321
 DWG NO.: TP-07
 REV: D



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 CHECKED: [Name]

ELEVATION
 ELLIS ST (SOUTH)
 JOB NO. 21321
 DWG. NO. TP-08
 SCALE: 1:100 @ A1

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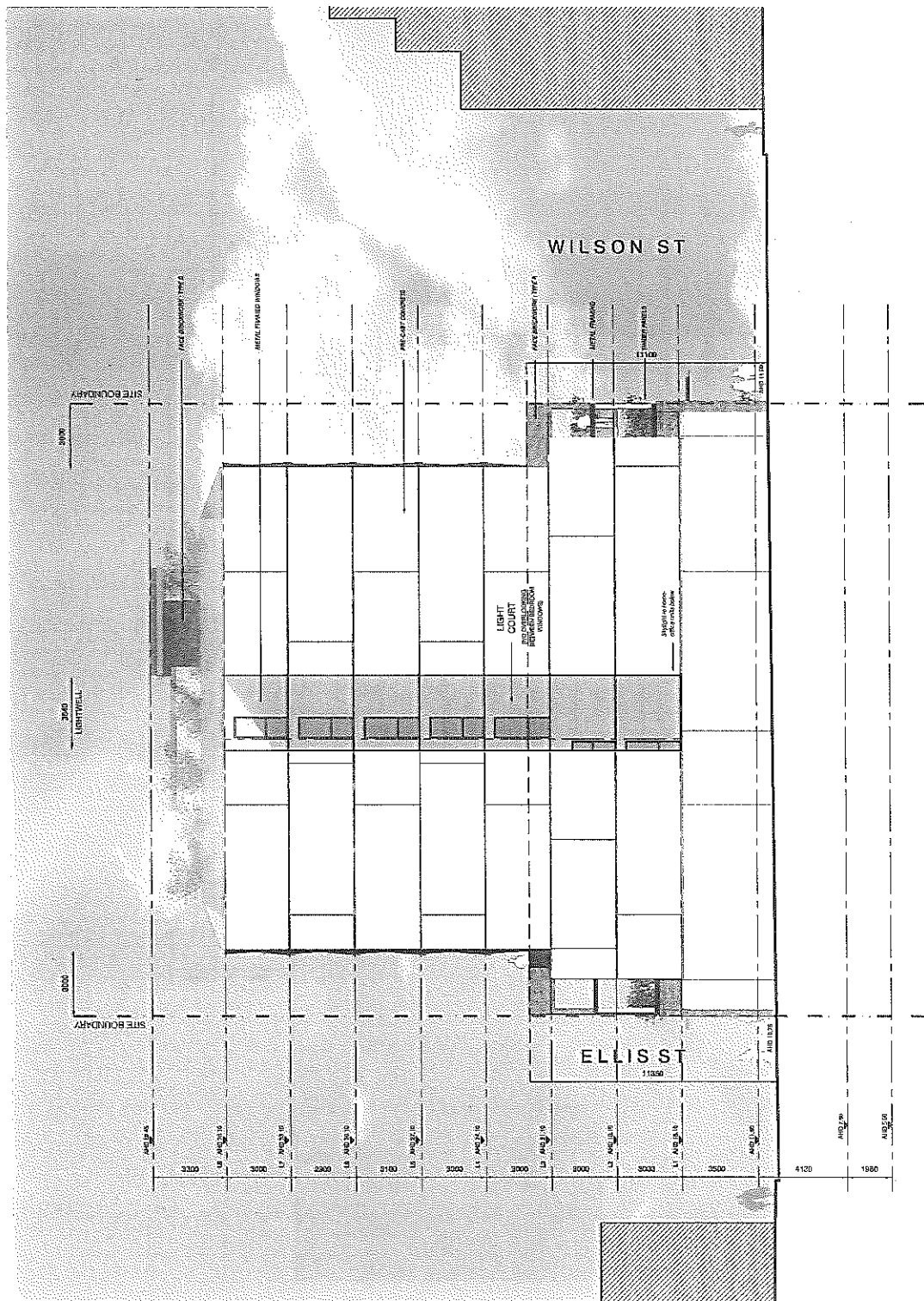
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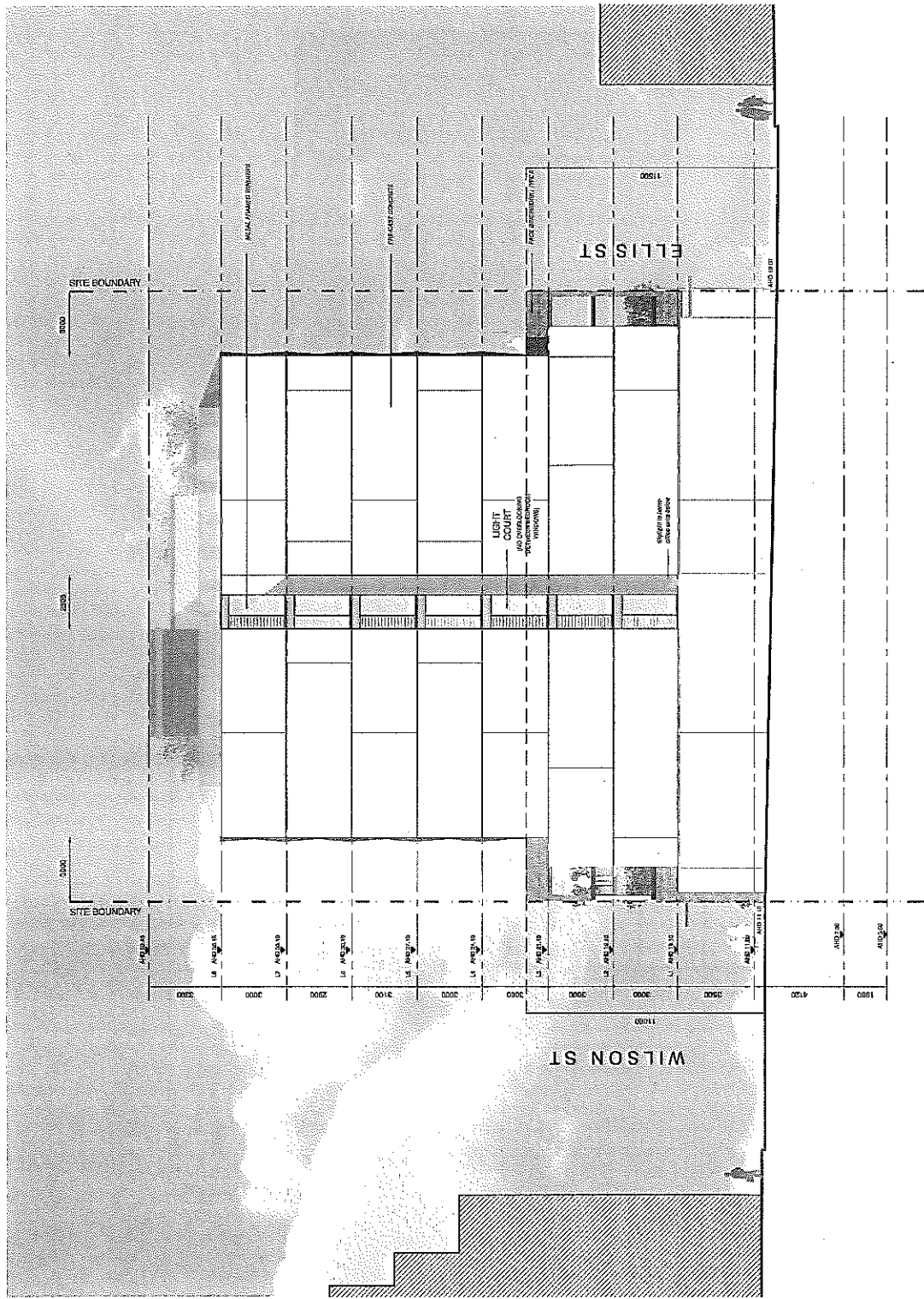
design architect 010
 Suite 21, 20 Commercial Road
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 T: 03 9577 2300
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 0011 61 3 9577 2300

34-40 WILSON STREET
 SOUTH YARRA
 DATE: MAR 21/04
 DRAWN: L/V
 SCALE: 1:100 (P. A1)

EAST ELEVATION
 JOB: 21321
 DWG: TP-03
 REV: D

NOTE:
 1. THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE.
 2. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
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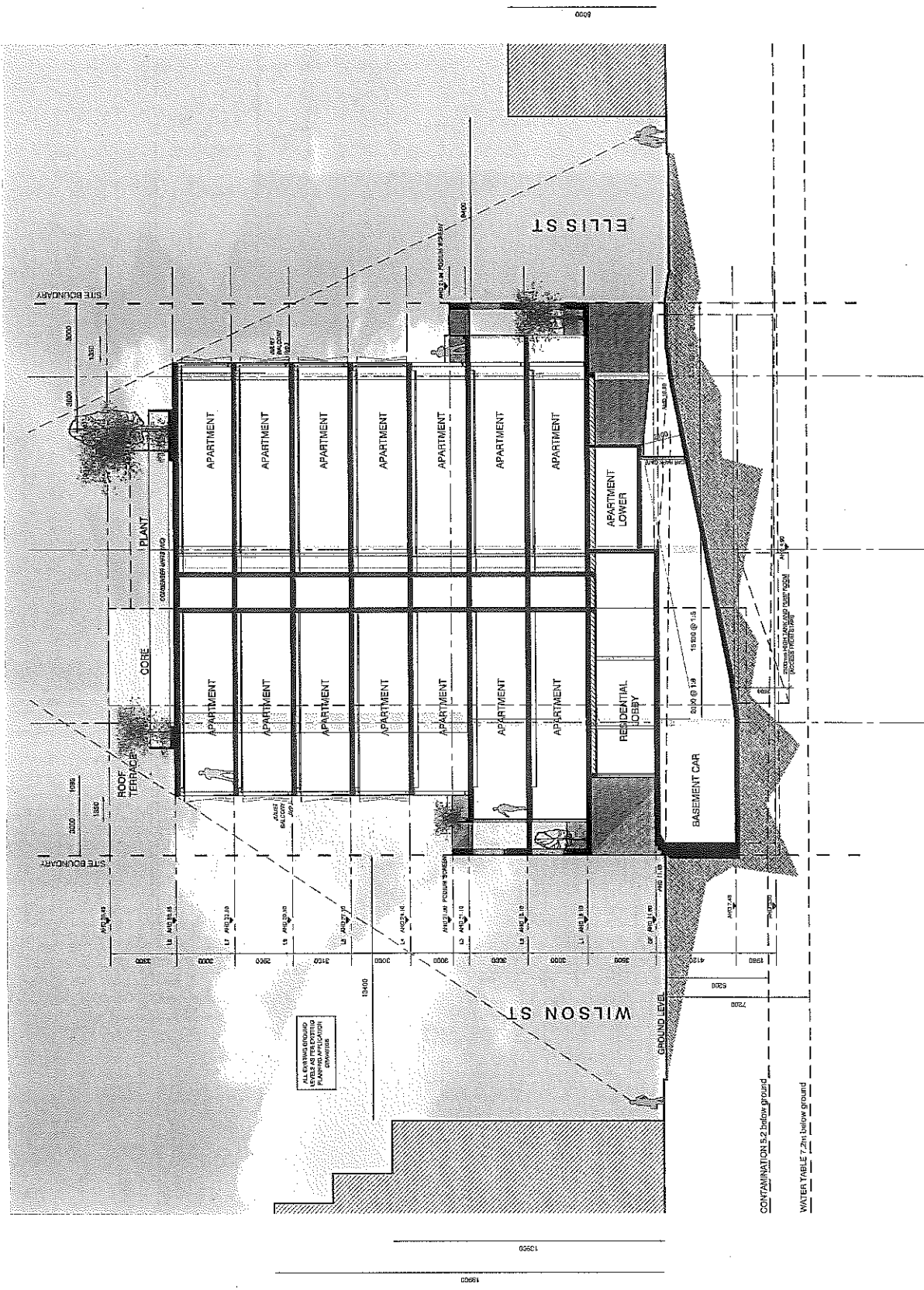
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NOTES:
 1. CONTRACTOR TO VERIFY ALL DIMENSIONS ON THESE CONSTRUCTION SETS.
 2. WORKING DRAWINGS FOR APPROVAL WITHIN 15 DAYS OF THE DATE OF THE APPROVAL.
 3. APPROVED FOR PRODUCTION.
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34-40 WILSON STREET
 SOUTH YARRA
 DATE: 18/06/2019
 DRAWN: [Name]
 SCALE: 1:500 @ A1
 WEST ELEVATION
 DWG NO. 21821
 TP-10
 REV. D



ALL DIMENSIONS
UNLESS OTHERWISE
SPECIFIED ARE IN
METERS

CONTAMINATION 1.2 below ground
WATER TABLE 7.2m below ground

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ARCHITECTS 1913 330

34-40 WILSON STREET
SOUTH YARRA

DATE: 2014
JOB NO.: 21321
SCALE: 1:100 @ A1
DWG NO.:
REV. D

SECTION A-A

NOTES:
1. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LEVELS BEFORE COMMENCING ANY WORK AND SHALL REPORT ANY DISCREPANCIES TO THE ARCHITECT IMMEDIATELY.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSTRUCTION CONTRACTS AND AGREEMENTS FROM THE RELEVANT AUTHORITIES.
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10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSTRUCTION CONTRACTS AND AGREEMENTS FROM THE RELEVANT AUTHORITIES.

ANNEXURE 2

Schedule of Inclusions

WIL & CO

SOUTH YARRA

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 to architect's detail
Internal doors	Timber Doors - painted to architect's detail
Balcony / Terrace doors	To architect's details
Balcony Handrails	Stainless Steel / Galvanised mild steel / painted / glass / aluminium / prefinished panel / concrete to architect's details
Balcony floors	Tiles / Paviers to architect's detail
Ceilings	Plasterboard painted to architect's detail with bulkheads as required
Car parking	Concrete finish / car parking stacker
Escape Stairs Stairs and Steps	Concrete stairs with galvanised mild steel handrails Concrete stairs with tiles, stainless steel handrails and glass balustrades
Corridors	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	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	Living areas: generally 2600mm Wet areas, kitchen bulkheads and passageways to architectural details: generally 2400mm Bedrooms: generally 2400mm

Services:

Heating / Cooling	Reverse cycled air-conditioning wall mounted split unit to living area Condenser located on building roof or balcony
Hot water	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

WIL & CO

SOUTH YARRA

APARTMENT INTERNAL FINISHES SCHEDULE:

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

	"Timber" Scheme	"Light" Scheme
Bedroom floor	Dark 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	2-pac/mirror	2-pac/mirror
Wardrobe frame	Black	Black
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	White tiles	White tiles
Kitchen bench top	Dark reconstituted stone or similar	Dark reconstituted stone or similar
Kitchen Joinery - lower portions	Black laminate or similar	Black laminate or similar
Kitchen Joinery - upper portions	Veneer or laminate or similar	light grey 2-pac
Kitchen Feature light	Black metal with brass coloured lamps	Black metal with brass coloured lamps
Optional Moveable Bench		
Bench top	Dark reconstituted stone or similar	White reconstituted stone or similar
Joinery	Black laminate	Black laminate
Study		
Bench	dark laminate or similar	dark laminate or similar
Pinboard	Grey pinboard	Grey pinboard
overhead shelf	Veneer or laminate or similar	Light grey 2-pac
Bathroom floor	Grey tiles	Grey tiles
Bathroom wall tiles	White tiles to nominated walls	White tiles to nominated walls
Bathroom walls	White paint to plasterboard	White paint to plasterboard
Vanity unit	Veneer or laminate or similar	Light grey 2-pac
Bathroom mirror	Clear silver	Clear silver
Bathroom feature light	Black metal with integrated LED lights	Black metal with integrated LED lights
Laundry areas	Grey tiles to floor/white tiles behind unit	Grey tiles to floor/white tiles behind unit
Laundry walls and ceiling	White paint to plasterboard	White paint to plasterboard

KITCHEN

Sink	Under counter stainless steel sink
Tap	Black 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	Smeg electric oven
Cooktop	Smeg 4 gas burner
Rangehood	Integrated rangehood

BATHROOM

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

LAUNDRY

Trough (where shown on drawings)	Cabinet with door and trough plus tub and mixer
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
Doors	Paint finish

ELECTRICAL AND COMMUNICATIONS

Lighting	Recessed LED lighting to apartment in general with feature lighting to the bathroom, living dining area 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.

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:

- (a) the purchaser does not promptly perform all of the obligations of the purchaser under this contract;
- (b) the purchaser exceeds its power in entering into this contract; or
- (c) 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: AJB Group Pty Ltd

Property: Apartment Lot

'Wil & Co Apartments', 34-40 Wilson Street, South Yarra

Vendor's statement

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

Vendor: AJB Group Pty Ltd ACN 120 555 428

Property: Apartment Lot 'Wil & Co Apartments', 34-40 Wilson Street, South Yarra

In this statement:

Vendor and **Purchaser** include, where either the Vendor or the Purchaser is comprised of more than one person or company, any one or more of those persons or companies;

Certificate means a certificate or a copy issued by the relevant authority;

Contract means the contract between the Vendor and the Purchaser for the sale and purchase of the Property;

Due Date means the date for payment of the residue under the Contract; and

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

Important notice to Purchaser

The Vendor gives notice to the Purchaser that if the Purchaser fails to complete the purchase of the Property on the Due Date, the Vendor will or may suffer the following losses and incur the following expenses which the Purchaser must 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; and
- legal costs and expenses incurred by the Vendor.

Vendor's statement

1 Mortgages

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

2 Easements, covenants or other similar restrictions

- (a) Information concerning any easement, covenant or other similar restriction affecting the Property (registered or unregistered) is set out in the attached copy of title, and in the attached copies of:
- (i) unregistered plan of subdivision PS 734531Y;
 - (ii) City of Stonnington planning permit number 0654/09; and
 - (iii) any Certificate.
- (b) 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* (Vic)) 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 734531Y.
- (c) 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 Certificate.

4 Road access

There is access to the Property by road.

5 Bushfire prone area

The Property is not in a designated bushfire prone area within the meaning of the regulations made under the *Building Act 1993* (Vic).

6 Outgoings

- (a) The total amount of rates, taxes, charges or other similar outgoings affecting the Property and any interest payable on any part does not exceed \$75,000.

-
- (b) There are no amounts for which the Purchaser may become liable as a consequence of the sale of which the Vendor might reasonably be expected to have knowledge, which are not included in paragraph (a), other than any amounts set out below:

Owners corporation fees.

- (c) The proposed owners corporation budget is 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 734531Y.

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 734531Y, 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 734531Y.

7 No statutory charges

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

8 Services

The following services are not connected to the Property:

- (a) electricity;
- (b) gas;
- (c) water;
- (d) sewerage; and
- (e) telephone.

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

9 Building permits

Particulars of any building permits issued during the past seven years under the *Building Act 1993* (Vic) (required only where the Property includes a residence):

No approvals have been granted.

10 Owner builder insurance

Particulars of any required insurance under the *Building Act 1993* (Vic) applying to the Property (required only where the Property includes a residence constructed by an owner/builder within the preceding six years under section 137B of the *Building Act 1993* (Vic)):

Not applicable.

11 Notice, order, declaration, report or recommendation

- (a) So far as the Vendor is aware, there are no notices, orders, declarations, reports or recommendations of a public authority or government department or approved proposals directly and currently affecting the Property.
- (b) So far as the Vendor is aware, there are no notices, property management plans, reports or orders in respect of the Property issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.
- (c) So far as the Vendor is aware, there is no notice of intention to acquire the Property served under section 6 of the *Land Acquisition and Compensation Act 1986* (Vic).

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.

12 Title

- (a) Attached is a copy of the Register Search Statement relating to the Property and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location.
- (b) Attached is a copy of the latest version of the plan of subdivision relating to the Property which has not yet been certified.

Due Diligence Checklist

What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting consumer.vic.gov.au/duediligencechecklist.

Urban living

Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

Growth areas

Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

Flood and fire risk

Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

Rural properties

Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

Planning controls

Can you change how the property is used, or the buildings on it?

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions - known as encumbrances - on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

Are there any proposed or granted planning permits?

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

Safety

Is the building safe to live in?

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.


Vendor's statement

Signing page

Date of this statement:

15. 10. 2014.

Signature of the Vendor

 DIRECTOR

A duly 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. The Purchaser also acknowledges being given a copy of the due diligence checklist prescribed by the *Sale of Land Act 1962 (Vic)*.

Date of this acknowledgment:

Signature of the Purchaser(s)

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**



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

Page 1 of 1

VOLUME 08820 FOLIO 568

Security no : 124052544735L
Produced 14/10/2014 10:20 am

LAND DESCRIPTION

Lot 1 on Title Plan 689025A.

PARENT TITLES :

Volume 05020 Folio 819 Volume 06099 Folio 670

Created by instrument D643471 23/02/1970

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

AJB GROUP PTY LTD of "ST JAMES" SUITE 3 LEVEL 19 350 ST KILDA ROAD MELBOURNE
VIC 3000
AL397222V 02/10/2014

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE TP689025A FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	TRANSFER	STATUS	DATE
AL397222V		Registered	02/10/2014

DOCUMENT END



FINAL SEARCH STATEMENT

Land Victoria

Security No : 124052544823Q

Volume 8820 Folio 568


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ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AL397222V	TRANSFER	Registered	02/10/2014

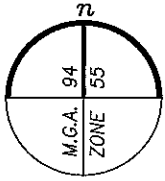
STATEMENT END

TITLE PLAN	EDITION 1	TP 689025A						
Location of Land Parish: AT SOUTH YARRA PARISH OF PRAHRAN Township: Section: Crown Allotment: Crown Portion: 35 (PT) Last Plan Reference: Derived From: VOL 8820 FOL 588 Depth Limitation: NIL		Notations ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN						
Description of Land / Easement Information		THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT COMPILED: 15/11/2000 VERIFIED: AK						
<p style="text-align: center;"><i>WILSON STREET</i></p> <p style="text-align: center;"><i>CHapel STREET</i></p> <p style="text-align: center;"><i>ELLIS STREET</i></p> <p style="text-align: center; font-size: 2em;">1</p>								
<table border="1" style="margin: auto;"> <tr> <th colspan="2" style="text-align: center;">TABLE OF PARCEL IDENTIFIERS</th> </tr> <tr> <td colspan="2" style="text-align: center; font-size: 0.8em;">WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 6A of the Sale of Land Act 1962</td> </tr> <tr> <td colspan="2" style="text-align: center;">PARCEL 1 = CP 35 (PT)</td> </tr> </table>			TABLE OF PARCEL IDENTIFIERS		WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 6A of the Sale of Land Act 1962		PARCEL 1 = CP 35 (PT)	
TABLE OF PARCEL IDENTIFIERS								
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 6A of the Sale of Land Act 1962								
PARCEL 1 = CP 35 (PT)								
LENGTHS ARE IN FEET & INCHES	Metres = 0.3048 x Feet Metres = 0.229166 x Links	Sheet 1 of 1 sheets						

PLAN OF SUBDIVISION		LV use only EDITION	Plan Number PS 734531Y	
Location of Land Parish: AT SOUTH YARRA PARISH OF PRAHRAN Township: - Section: - Crown Allotment: - Crown Portion: 35 (PART) Title Reference: VOL.8820 FOL.568 Last Plan Reference: TP689025A (LOT 1) Postal Address: 34 WILSON STREET, (at time of subdivision) SOUTH YARRA 3141 MGA 94 Co-ordinates E 323750 Zone: 55 (of approx. centre of land in plan) N 5809600		Council Name: STONNINGTON CITY COUNCIL Council Ref:		
Vesting of Roads and/or Reserves				
Identifier	Council/Body/Person	Staging	This is is not a staged subdivision Planning Permit No.	
NIL	NIL	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 COMMON PROPERTY No.2 AND INCLUDES THE STRUCTURE OF ALL WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES. ALL COLUMNS, BEAMS, SLABS AND SERVICE DUCTS AND PIPE SHAFTS WHETHER OR NOT SHOWN WITHIN THIS PLAN ARE CONTAINED IN COMMON PROPERTY No.1, UNLESS OTHERWISE NOTED. LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATIONS SEARCH REPORT FOR DETAILS. THE VEHICLE STACKING MECHANISM IS PART OF COMMON PROPERTY No.2.	
B - BALCONY C OF G - CHANGE OF GRADE CP No.1 - COMMON PROPERTY No.1 CP No.2 - COMMON PROPERTY No.2 P - PROJECTION PT - PART T - TERRACE  - DENOTES STRUCTURE (NON BOUNDARY)				
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
E-1	CARRIAGEWAY FOR THE PURPOSE OF INGRESS AND EGRESS OF THE VEHICLE STACKING MECHANISM ONLY. (LIMITED IN HEIGHT AND DEPTH). SEE SECTION A-A' FOR DETAILS.	SEE DIAG.	THIS PLAN	LOTS ON THIS PLAN
Bosco Jonson Pty Ltd A.B.N 15 169 138 827 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 30268003 06/10/14 VERSION A DWG 3026800DA		Sheet 1 of 17 sheets Original sheet size A3

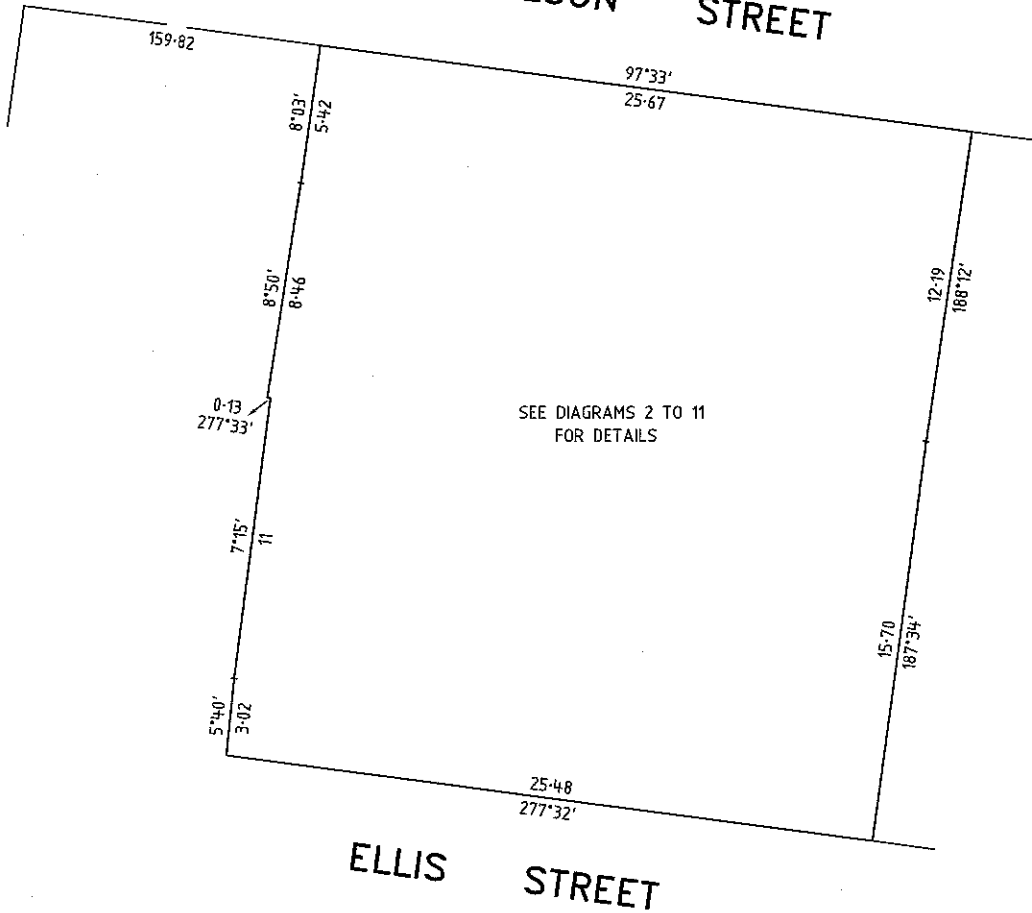
PLAN OF SUBDIVISION

Plan Number
PS 734531Y



CHAPEL STREET

WILSON STREET



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SITE PLAN
DIAGRAM 1

ORIGINAL

SCALE

Sheet 2

SCALE SHEET SIZE
1:200 A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

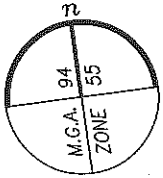
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 DWG 3026800DA

PLAN OF SUBDIVISION

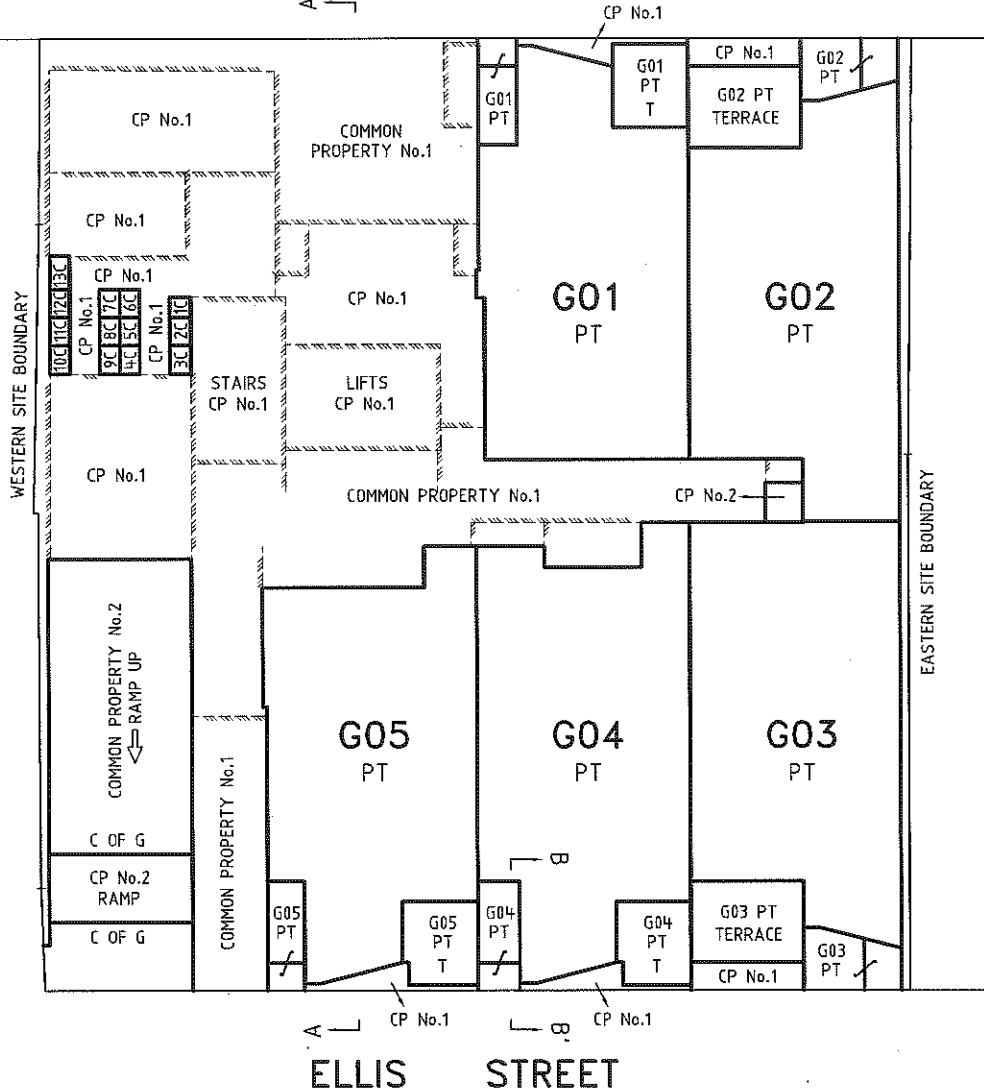
Plan Number

PS 734531Y



WILSON STREET

A



ELLIS STREET

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**GROUND STOREY
 DIAGRAM 2**

ORIGINAL

SCALE

SCALE SHEET SIZE
 1:150 A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

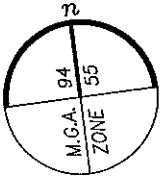
SIGNATURE DIGITALLY SIGNED DATE / /

REF 30268003 06/10/14 VERSION A
 DWG 30268000A

Sheet 3

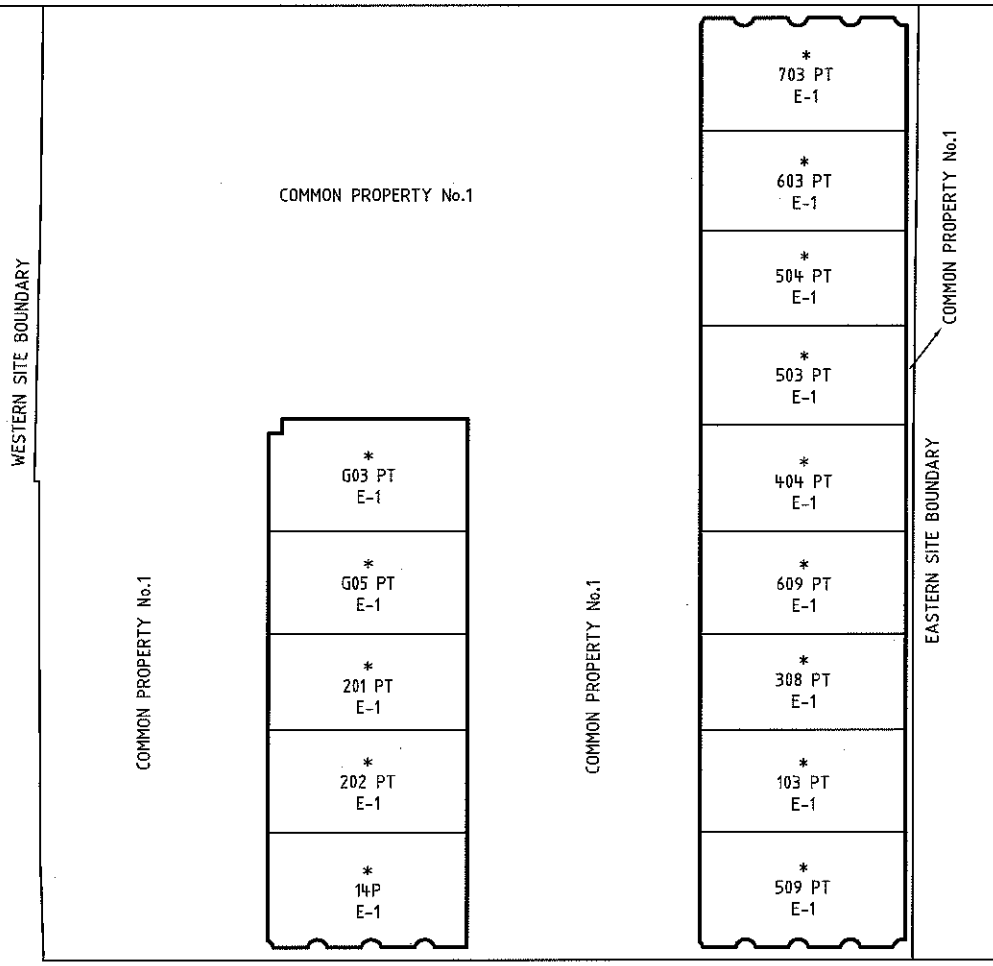
PLAN OF SUBDIVISION

Plan Number
PS 734531Y



WILSON STREET

A' ↘



A' ↘

ELLIS STREET

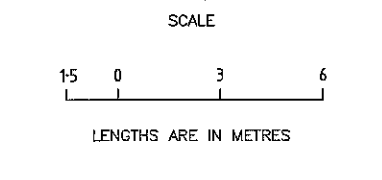
SEE SECTION A-A' FOR
CLARIFICATION OF CAR STACKER SPACES
(LOTS MARKED *)

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SUB BASEMENT LEVEL
DIAGRAM 3

ORIGINAL
SCALE
SHEET SIZE
1:150
A3



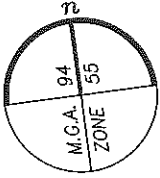
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DWG 3026800DA

Sheet 4

PLAN OF SUBDIVISION

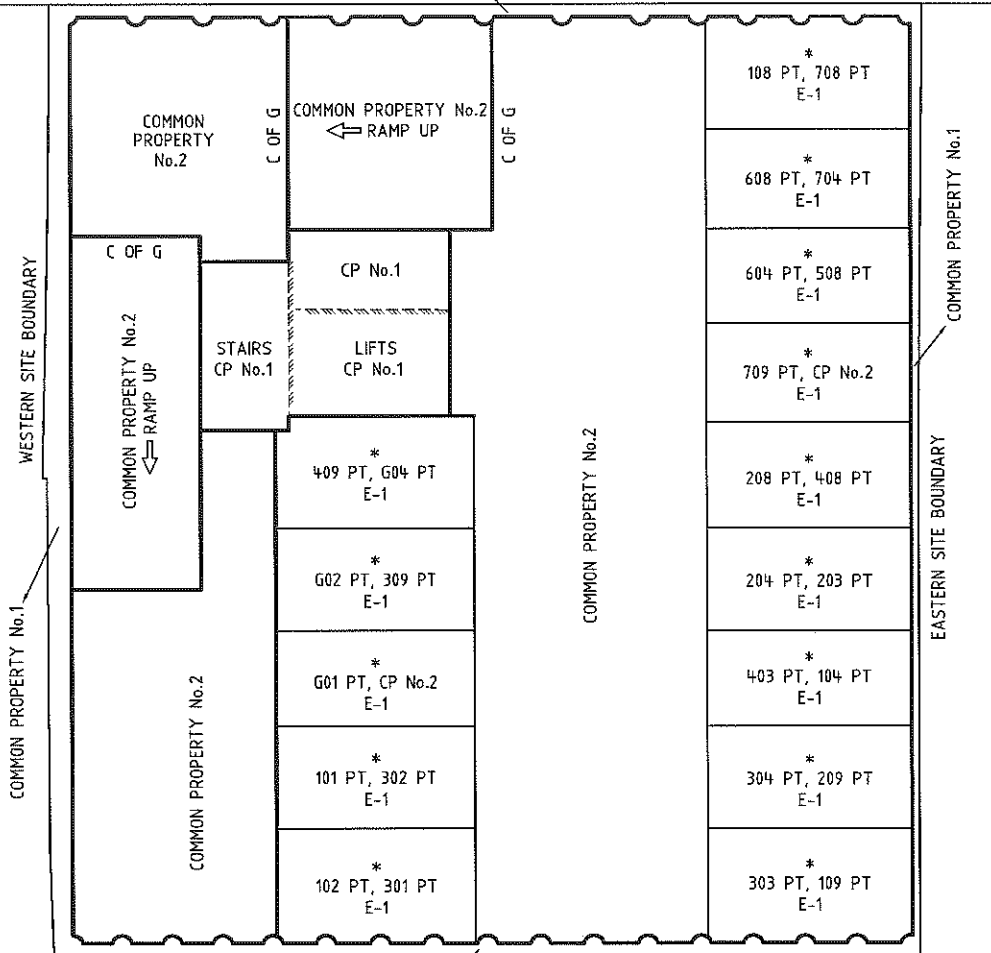
Plan Number

PS 734531Y



WILSON STREET

A' — COMMON PROPERTY No.1



A' — COMMON PROPERTY No.1

ELLIS STREET

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

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BASEMENT LEVEL
DIAGRAM 4

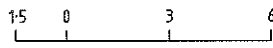
ORIGINAL

SCALE

Sheet 5

SCALE
1:150

SHEET
SIZE
A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

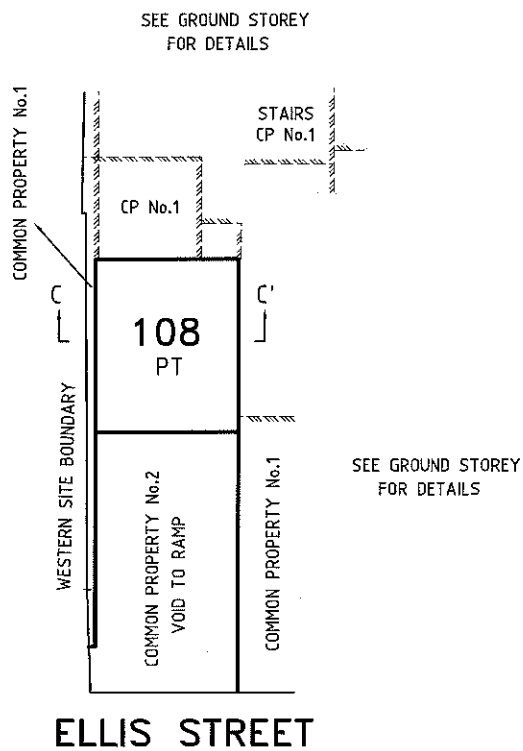
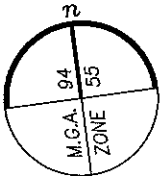
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PLAN OF SUBDIVISION

Plan Number

PS 734531Y



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MEZZANINE
 DIAGRAM 5

Sheet 6

ORIGINAL

SCALE

SCALE SHEET SIZE
 1:150 A3



LENGTHS ARE IN METRES

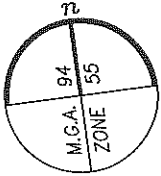
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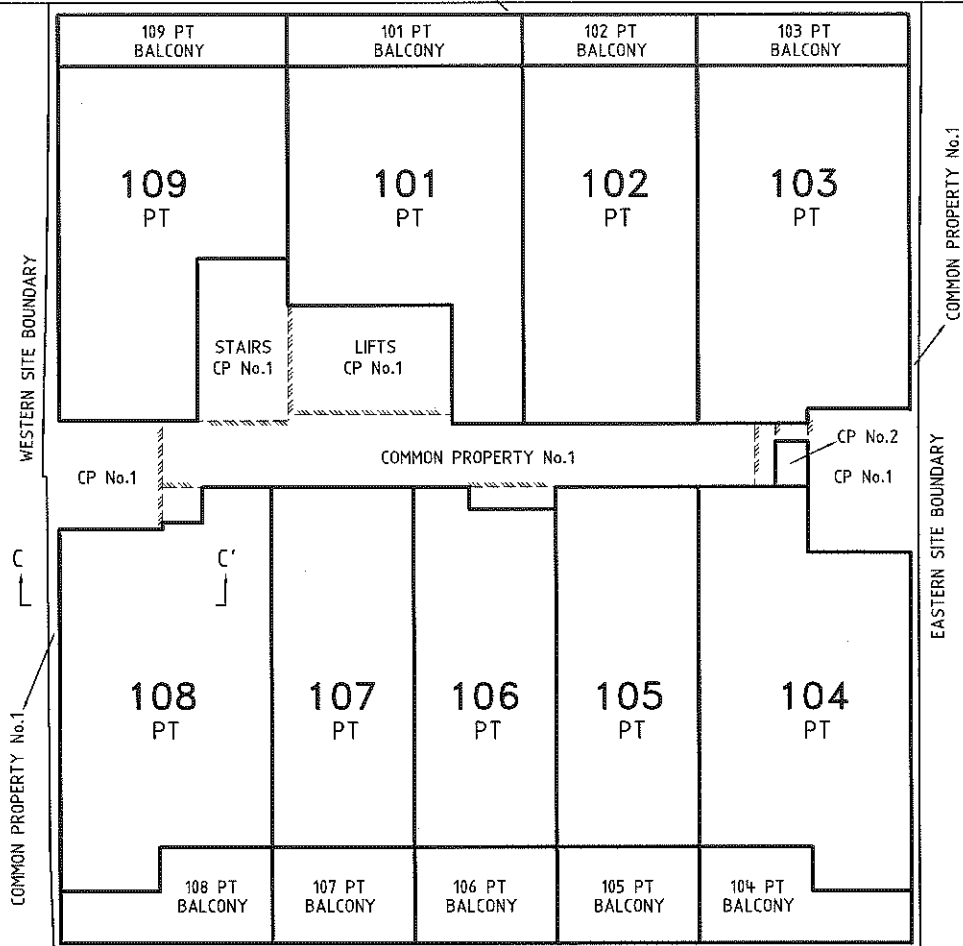
PLAN OF SUBDIVISION

Plan Number
PS 734531Y



WILSON STREET

A — COMMON PROPERTY No.1



A — COMMON PROPERTY No.1

ELLIS STREET

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FIRST STOREY
DIAGRAM 6

ORIGINAL

SCALE

SCALE 1:150
SHEET SIZE A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

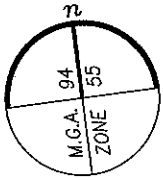
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REF 30268003 06/10/14 VERSION A
DWG 3026800DA

Sheet 7

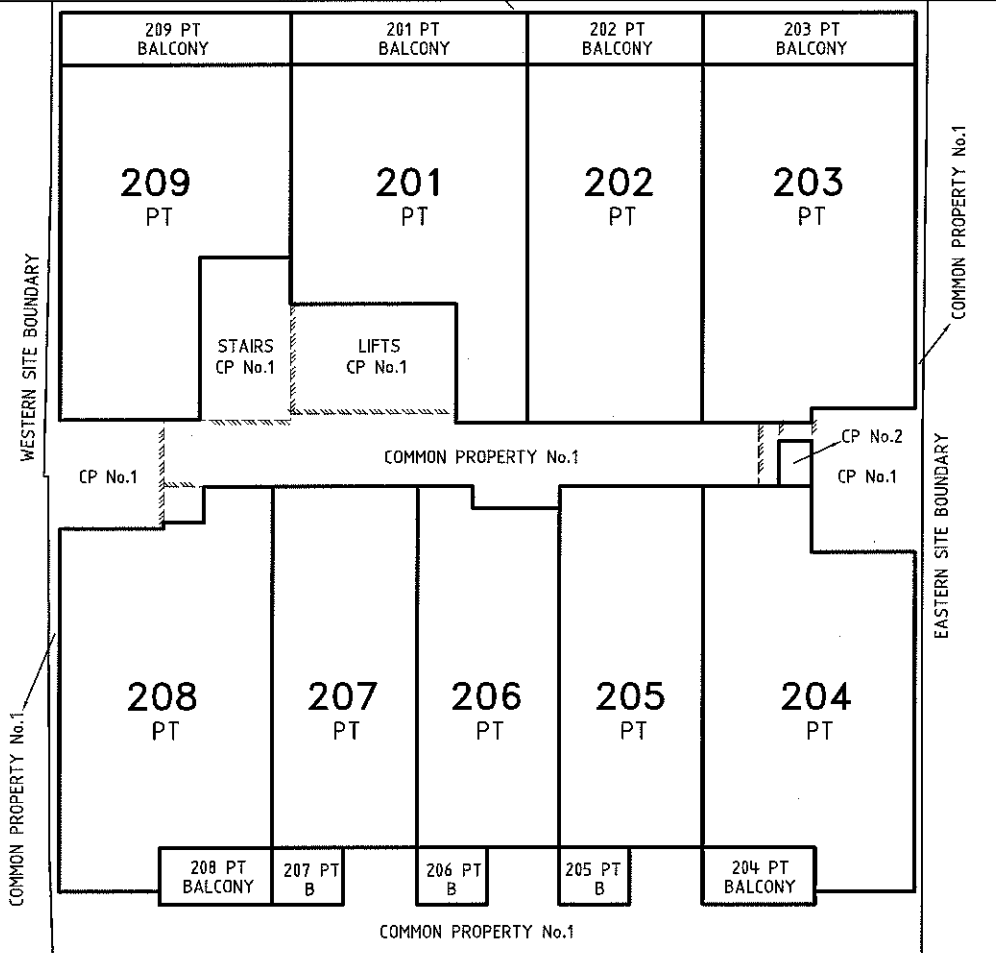
PLAN OF SUBDIVISION

Plan Number
PS 734531Y



WILSON STREET

A' ← COMMON PROPERTY No.1



ELLIS STREET

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SECOND STOREY
DIAGRAM 7

ORIGINAL

SCALE

SCALE SHEET SIZE
1:150 A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

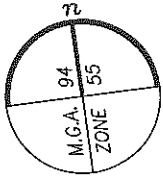
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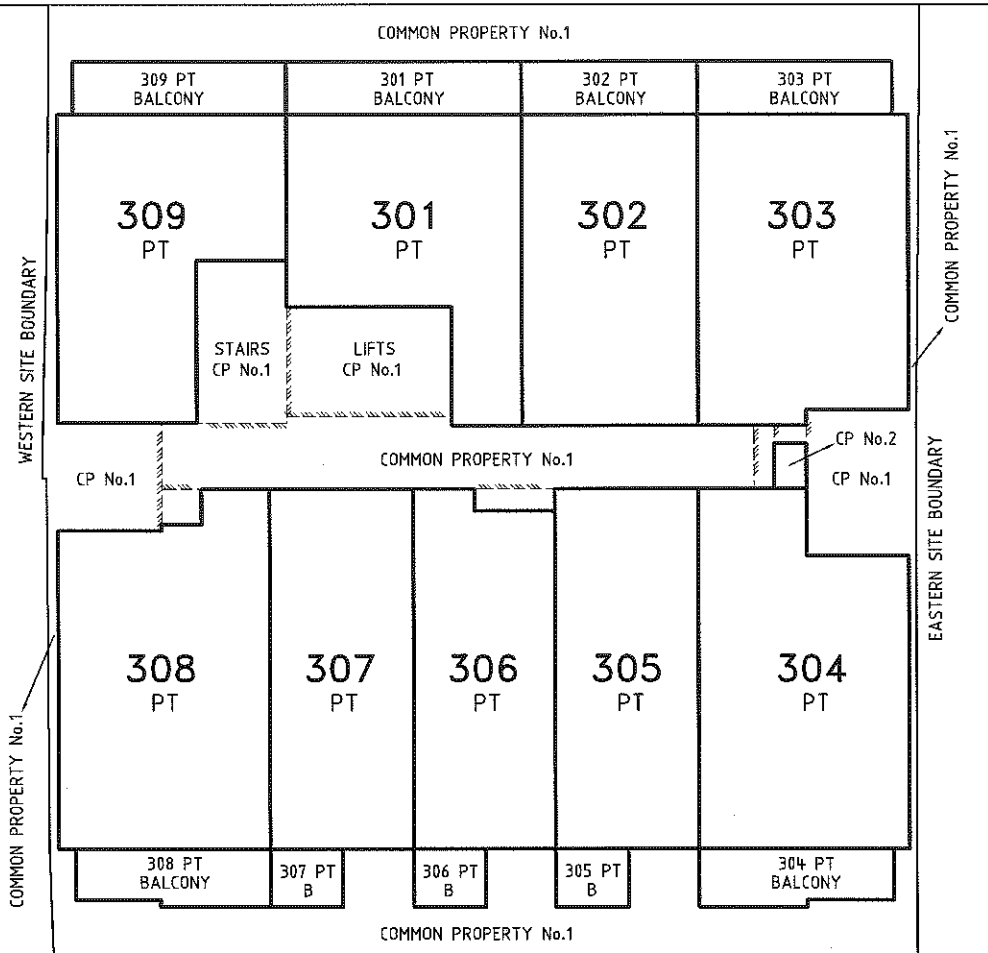
Sheet 8

PLAN OF SUBDIVISION

Plan Number
PS 734531Y



WILSON STREET



ELLIS STREET

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THIRD STOREY
DIAGRAM 8

ORIGINAL

SCALE

SCALE SHEET SIZE
1:150 A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

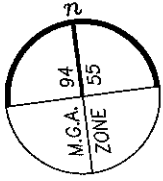
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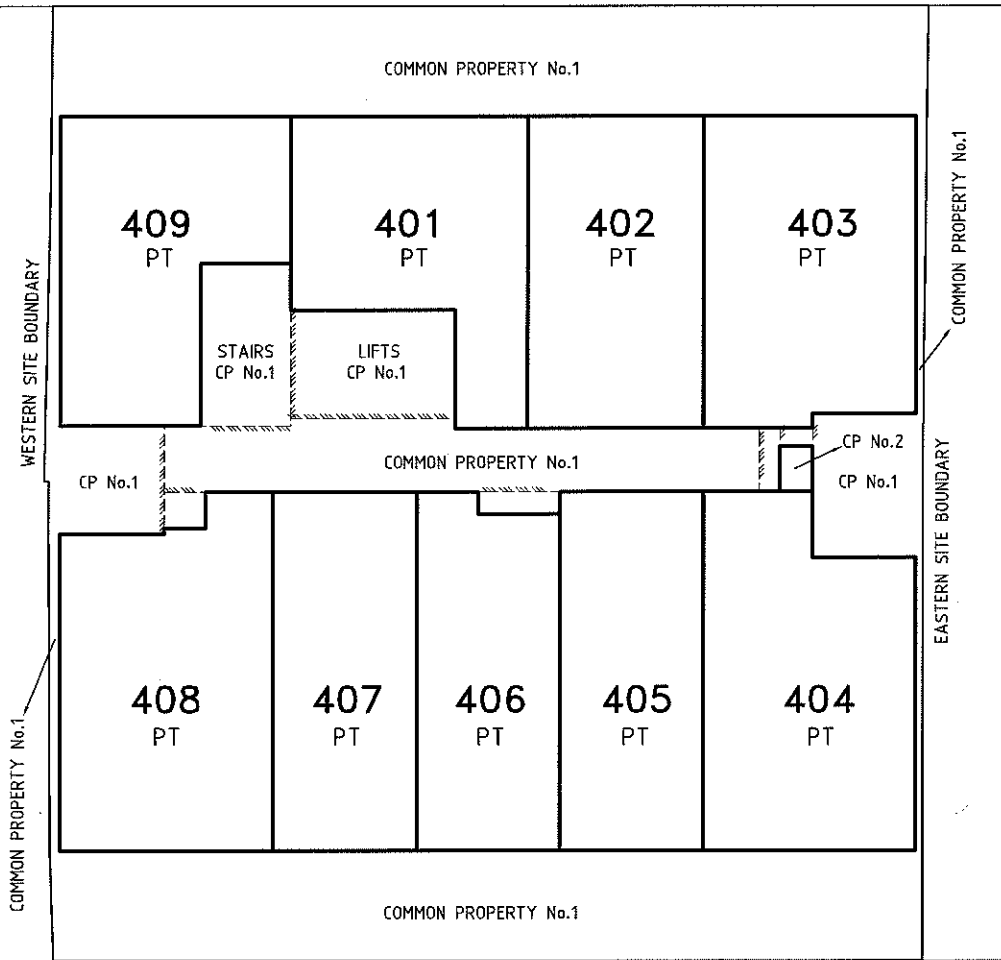
Sheet 9

PLAN OF SUBDIVISION

Plan Number
PS 734531Y



WILSON STREET



ELLIS STREET

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FOURTH STOREY
DIAGRAM 9

ORIGINAL

SCALE

SCALE SHEET SIZE
1:150 A3



LENGTHS ARE IN METRES

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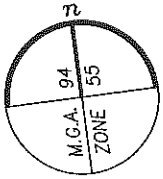
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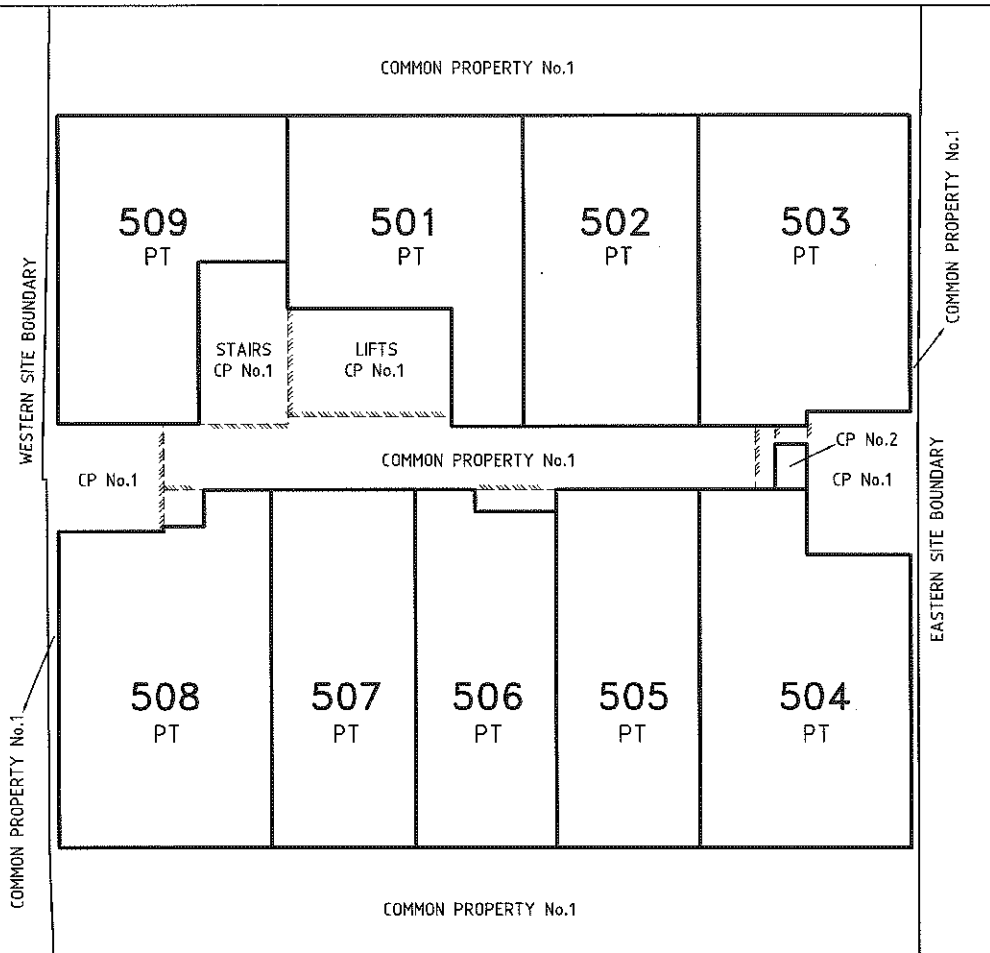
PLAN OF SUBDIVISION

Plan Number
PS 734531Y



WILSON STREET

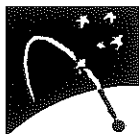
A ↘



A ↙

ELLIS STREET

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FIFTH STOREY
DIAGRAM 10

ORIGINAL

SCALE

Sheet 11

SCALE SHEET SIZE
1:150 A3



LENGTHS ARE IN METRES

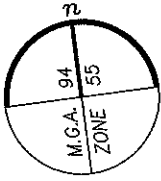
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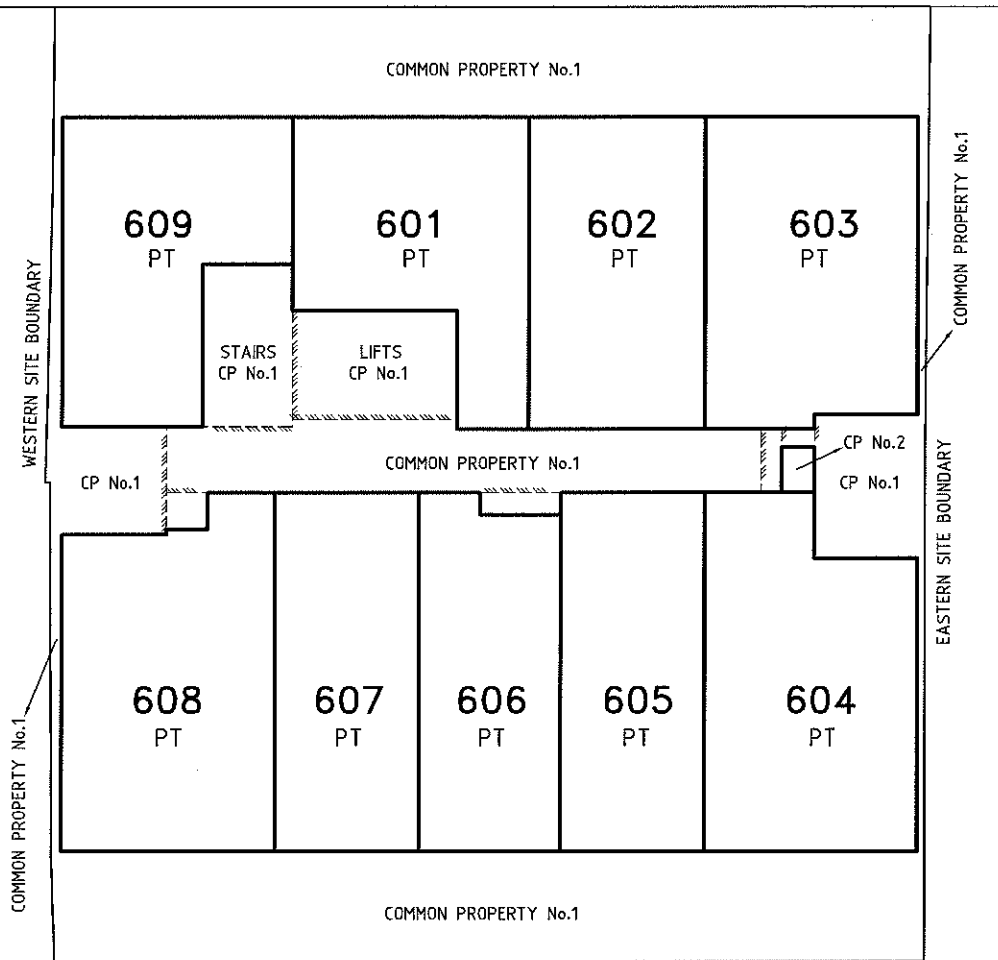
PLAN OF SUBDIVISION

Plan Number
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WILSON STREET

A ↓



A ↓

ELLIS STREET

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SIXTH STOREY
DIAGRAM 11

ORIGINAL

SCALE

Sheet 12

SCALE SHEET SIZE
1:150 A3



LENGTHS ARE IN METRES

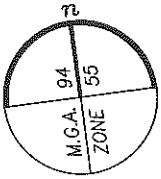
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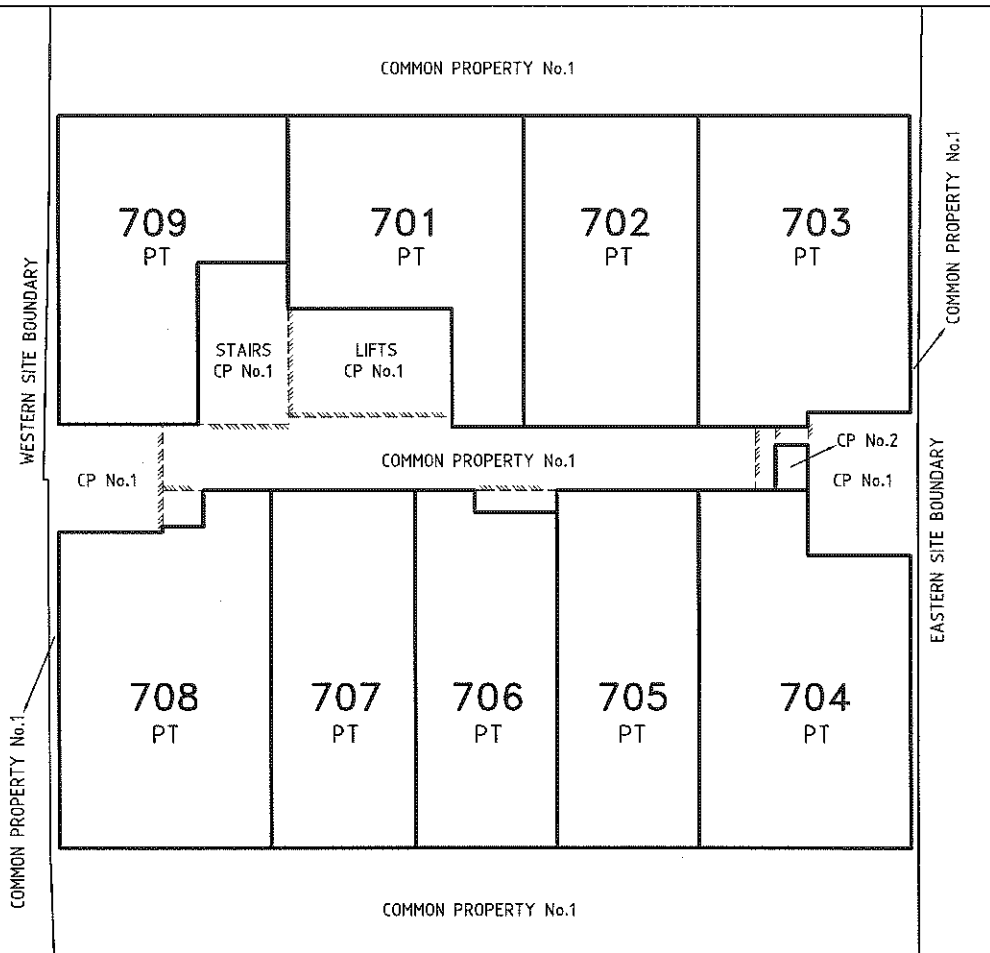
PLAN OF SUBDIVISION

Plan Number
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WILSON STREET

A ↘



A ↘

ELLIS STREET

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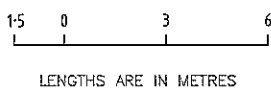


SEVENTH STOREY
DIAGRAM 12

ORIGINAL

SCALE

SCALE SHEET SIZE
1:150 A3



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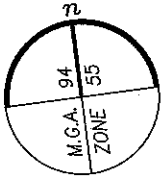
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REF 30268003 06/10/14 VERSION A
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Sheet 13

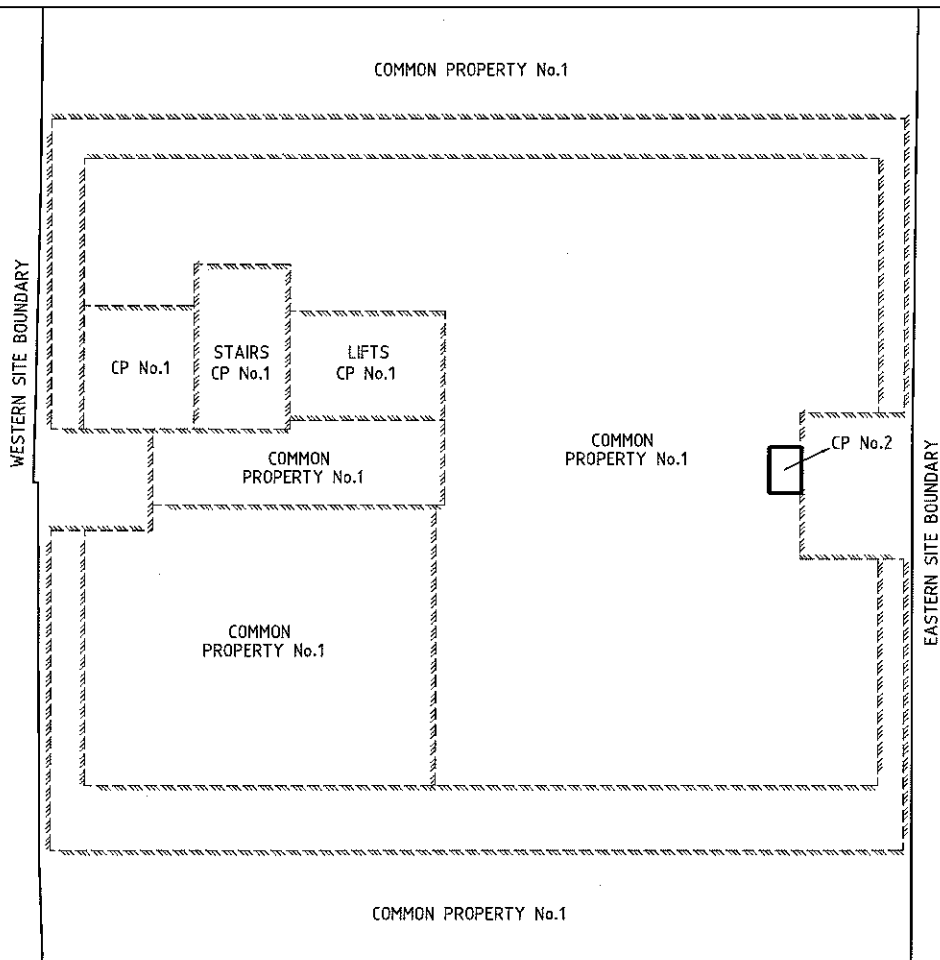
PLAN OF SUBDIVISION

Plan Number
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WILSON STREET

A ↙



A ↙

ELLIS STREET

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TOPMOST LEVEL
DIAGRAM 13

ORIGINAL

SCALE

Sheet 14

SCALE SHEET SIZE
1:150 A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

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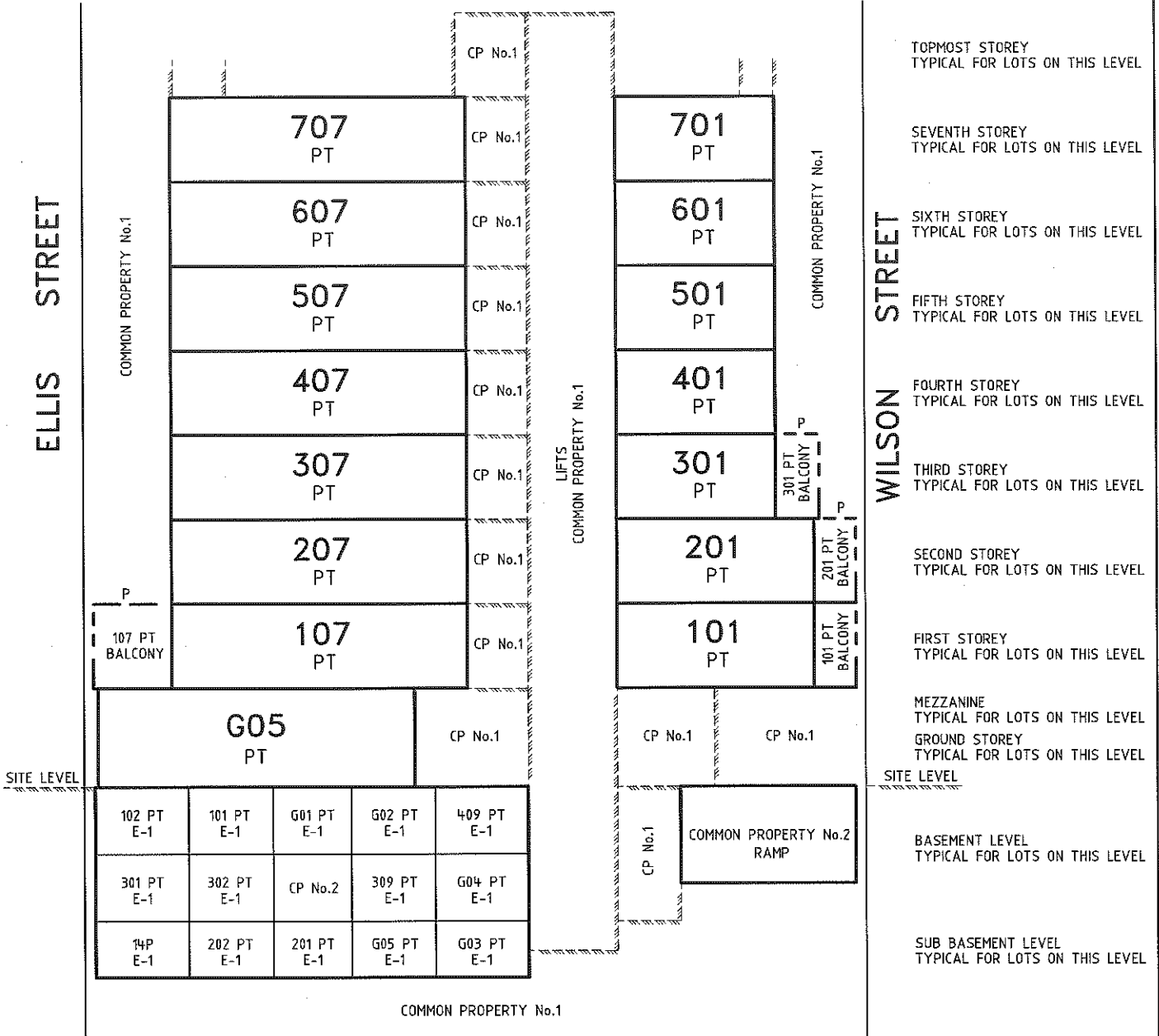
REF 30268003 06/10/14 VERSION A
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PLAN OF SUBDIVISION

Plan Number

PS 734531Y

COMMON PROPERTY No.1



TOPMOST STOREY
TYPICAL FOR LOTS ON THIS LEVEL

SEVENTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL

SIXTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL

FIFTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL

FOURTH STOREY
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

MEZZANINE
TYPICAL FOR LOTS ON THIS LEVEL

GROUND STOREY
TYPICAL FOR LOTS ON THIS LEVEL

SITE LEVEL

BASEMENT LEVEL
TYPICAL FOR LOTS ON THIS LEVEL

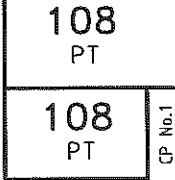
SUB BASEMENT LEVEL
TYPICAL FOR LOTS ON THIS LEVEL

SECTION A - A'
NOT TO SCALE

FIRST STOREY
TYPICAL FOR LOTS
ON THIS LEVEL

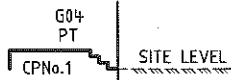
MEZZANINE

WESTERN SITE BOUNDARY



SECTION B - B'
NOT TO SCALE

GROUND STOREY
TYPICAL FOR LOTS
ON THIS LEVEL



ELLIS STREET

Bosco Jonson Pty Ltd

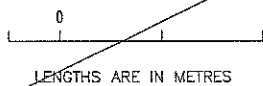
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ORIGINAL

SCALE

SCALE SHEET SIZE
N.T.S. A3



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Sheet 15

OWNERS CORPORATION SCHEDULE

Plan Number

PS 734531Y

Owners Corporation 2

Plan No. PS 734531Y

Land affected by Owners Corporation: LOTS IN THE SCHEDULE BELOW AND COMMON PROPERTY No. 2

Limitations on Owners Corporation:
LIMITED TO COMMON PROPERTY No.2

Notations

LOTS IN THE TABLE BELOW ARE ALSO AFFECTED BY OWNERS CORPORATION 1
CERTIFICATE OF TITLE FOR COMMON PROPERTY No.2 IS IN THE NAME OF OWNERS CORPORATION 1

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
G01	56	56	503	62	62			
G02	57	57	504	63	63			
G03	57	57	-	-	-			
G04	57	57	508	63	63			
G05	56	56	509	59	59			
101	48	48	603	65	65			
102	47	47	604	64	64			
103	61	61	-	-	-			
104	61	61	608	65	65			
-	-	-	609	61	61			
108	70	70	703	66	66			
109	60	60	704	65	65			
201	49	49	-	-	-			
202	47	47	708	66	66			
203	62	62	709	62	62			
204	62	62	14P	5	5			
-	-	-						
208	62	62						
209	61	61						
301	46	46						
302	48	48						
303	60	60						
304	61	61						
-	-	-						
308	61	61						
309	57	57						
403	61	61						
404	62	62						
-	-	-						
408	62	62						
409	58	58						
			TOTAL	2315	2315			

NOTE:

THE UNALLOCATED CAR SPACE AND STORAGE LOTS WILL BE ALLOCATED TO APARTMENT LOTS ON THE FINAL PLAN OF SUBDIVISION.

Sheet 17

Original sheet size A3

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DWG 3026800DA

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

284833

APPLICANT'S NAME & ADDRESS

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

VENDOR

AJB GROUP PTY LTD

PURCHASER

REFERENCE

353514

This certificate is issued for:

LOT 1 PLAN TP689025 ALSO KNOWN AS 34 - 40 WILSON STREET SOUTH YARRA
STONNINGTON CITY

The land is covered by the:

STONNINGTON PLANNING SCHEME

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

The land:

- is included in a COMMERCIAL 1 ZONE
- is within a SPECIAL BUILDING OVERLAY
- and a INCORPORATED PLAN OVERLAY - SCHEDULE 3
- and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 7
- and a ENVIRONMENTAL AUDIT OVERLAY

A Proposed Amending Planning Scheme C172 has been placed on public exhibition which shows this property :

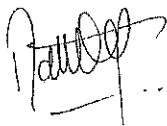
- is included in a ACTIVITY CENTRE ZONE - SCHEDULE 1 - C172
- is within a AREA TO BE DELETED FROM A DESIGN AND DEVELOPMENT OVERLAY - C172

A detailed definition of the applicable Planning Scheme is available at :

<http://planningschemes.dpcd.vic.gov.au/schemes/stonnington>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>



14 October 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

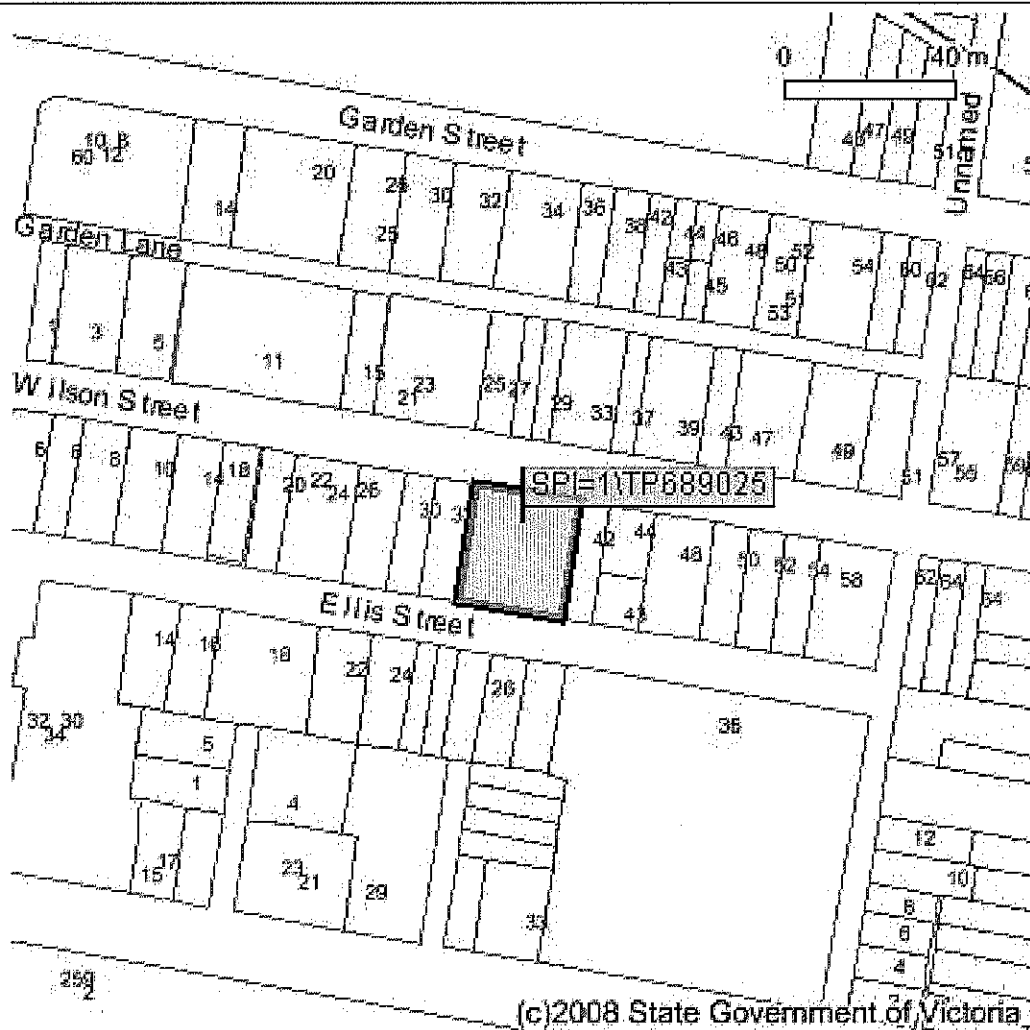


The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

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.

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.

11 SEP 2014

PO Box 21 Prahran Vic 3181
T: 03 8290 1333
F: 03 9521 2255
E: council@stonnington.vic.gov.au
AUSDOC DX 30108

www.stonnington.vic.gov.au

AJB Group Pty Ltd
Andrea Pagliaro
Urbis Pty Ltd
Level 12, 120 Collins Street
Melbourne VIC 3000

Dear Andrea,

RE: PLANNING PERMIT NO.: 0654/09
PROPERTY ADDRESS: 34 - 40 WILSON STREET, SOUTH YARRA

AMENDED PLANNING PERMIT

I refer to your application for an amendment to a planning permit. The Responsible Authority after considering the application has resolved to approve the amendment. Please find enclosed a copy of the Amended Planning Permit, which details the approved changes.

Please note that any changes or amendments made to the plans that have not been identified or specifically applied for have not been approved.

If your Planning Permit has a Condition/s that requires anything to be done or submitted to Council before the development starts or use commences then it is important that this occurs before the development or use begins. For example, your Permit may contain conditions that require the submission to Council, of amended plans, landscape plans, tree management/protection plans, patron management plans. There may also be other specific conditions on your Planning Permit. Non-compliance with a condition of a Planning Permit is an offence under the Planning and Environment Act 1987 and substantial penalties may apply.

Council Planning Investigations Officers will conduct inspections of properties that have been issued Planning Permits to ensure that the use or/ and development is in accordance with the Planning Permit conditions or any endorsed plans.

You may also need approval from Council's Building, Arboriculture or Health Units. These approvals must be sought before acting on this Planning Permit. If you have any queries, please contact the Building Unit on 8290 3218, the Arboriculture Unit on 8290 2064 and the Health Unit on 8290 3393.

Please Note: these alterations/amendments will also be required to be shown on the building plans (if a building permit is required). Failure to show the amendments on the building plans will result in delays in your building application.

For further information please contact me on 8290 3288.

Yours sincerely,



JUN YU
Senior Statutory Planner

PLANNING PERMIT

Planning Scheme:
Responsible Authority:

Stonnington
City of Stonnington

Planning Permit No. 0654/09 - AMENDED

ADDRESS OF THE LAND:

34 - 40 WILSON STREET, SOUTH YARRA

THE PERMIT ALLOWS:

BUILDINGS AND WORKS FOR THE PURPOSE OF A NEW MULTI STOREY BUILDING TO BE USED AS "DWELLINGS" AND AN ASSOCIATED DISPENSATION FROM CLAUSE 52.06 IN ACCORDANCE WITH THE ENDORSED PLANS AND SUBJECT TO THE FOLLOWING CONDITIONS.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Before the commencement of the development three (3) copies of plans drawn to scale and fully dimensioned, must be submitted to and approved by the Responsible Authority. The plans must be generally in accordance with the advertised plans but modified to show:
 - a) Width of the lightwell along the eastern boundary be increased to a minimum of 3.84m so as to match that of the approved development at 42 Wilson Street, South Yarra. The internal layout can be amended accordingly to accommodate the consequential changes to the satisfaction of the Responsible Authority.
 - b) Installation of a warning system (such as flashing lights with detector loops installed in the surface) or appropriately positioned and angled convex mirrors to improve sight distance within the car park to the satisfaction of the Responsible Authority.
 - c) The wall to the staircase in the basement at the bottom of the ramp be splayed to assist with lines of sight or bollards be installed between the ramp and the landing area to the staircase so as to protect pedestrians to the satisfaction of the Responsible Authority.
 - d) Dimension of the parking spaces in accordance with the requirements of the Planning Scheme or Australian Standards or to the satisfaction of the Responsible Authority.
 - e) Details of the available platform lengths and widths within the car stackers in accordance with the Australian Standards or to the satisfaction of the Responsible Authority.
 - f) Low level side bars for the relevant car stacker parking spaces, if required.
 - g) Installation of an intercom system at the secure entry point to permit visitors accessing the bicycle storage area or provision of visitor bicycle parking in accordance with the Planning Scheme requirements.
 - h) Dimensioned bicycle spaces in accordance with the Australian Standards and/or

Date Permit Issued: 5 March 2010

Signature for the
Responsible Authority: _____



PLANNING PERMIT

Planning Scheme:
Responsible Authority:

Stonnington
City of Stonnington

Planning Permit No. 0654/09 - AMENDED

the Planning Scheme.

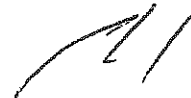
- i) Minimum gradient in the basement to be 1 in 200.
 - j) Column locations revised to accord with the Australian Standards.
 - k) A longitudinal section of the ramp to show gradients and the head clearances.
 - l) The vehicular entry revised to improve sight lines to the satisfaction of the Responsible Authority.
 - m) A schedule of construction materials, external finishes and colours.
 - n) Rainwater tanks for stormwater harvesting and re-use for either toilet flushing, laundry use and landscape irrigation etc.
 - o) Screening of habitable rooms facing the central light courts in accordance with Clause 55.
2. The plans endorsed to accompany the permit must not be amended without the written consent of the Responsible Authority.
3. Concurrent with the endorsement of plans, a Waste Management Plan must be submitted to and approved by the Responsible Authority. The Waste Management Plan must include and justify:
- a) Dimensions of waste areas
 - b) The number of bins to be provided
 - c) Method of waste and recyclables collection
 - d) Hours of waste and recyclables collection
 - e) Method of presentation of bins for waste collection
 - f) Strategies for how the generation of waste and recyclables from the development will be minimised

When approved, the plan will be endorsed and will then form part of the permit. Waste collection from the development must be in accordance with the plan, to the satisfaction of the Responsible Authority.

4. Before a sensitive use (residential use, child care centre, pre-school centre or primary school) commences or before the construction or carrying out of buildings and works in association with a sensitive use commences (with the exception of works which are required to obtain the certificate of environmental audit or statement), either:
- a) A certificate of environmental audit must be issued for the land in accordance with Part IXD of the Environment Protection Act 1970, or
 - b) An environmental auditor appointed under the Environment Protection Act 1970 must make a statement in accordance with Part IXD of that Act that the environmental conditions of the land are suitable for the sensitive use.
5. All the conditions of the Statement of Environmental Audit must be complied with to the satisfaction of the responsible authority, prior to commencement of use of the site. Written confirmation of compliance must be provided by a suitably qualified

Date Permit Issued: 5 March 2010

Signature for the
Responsible Authority: _____



PLANNING PERMIT

Planning Scheme:
Responsible Authority:

Stonnington
City of Stonnington

Planning Permit No. 0654/09 - AMENDED

environmental professional or other suitable person acceptable to the responsible authority. In addition, sign off must be in accordance with any requirements in the Statement conditions regarding verification of works.

6. Before the use starts, areas set-aside for parked vehicles and access lanes as shown on the endorsed plans must be:
 - a) Constructed to the satisfaction of the Responsible Authority.
 - b) Properly formed to such levels that they can be used in accordance with the plans.
 - c) Surfaced with an all-weather sealcoat or surfaced with crushed rock or gravel to the satisfaction of the Responsible Authority.
 - d) Drained and maintained to the satisfaction of the Responsible Authority.
 - e) Line marked to indicate each car space and all access lanes to the satisfaction of the Responsible Authority.
 - f) Parking areas and access lanes must be kept available for these purposes at all times.
7. Prior to a building permit being issued a report for the legal point of discharge must be obtained from Council and a drainage design for the development must be prepared by a suitably qualified Engineer in compliance with Council's report. The drainage must be constructed in accordance with the Engineer's design.
8. Any poles, service pits or other structures/features on the footpath required to be relocated to facilitate the development must be done so at the cost of the applicant and subject to the relevant authority's consent.
9. All services to the subject land and buildings approved as part of this permit must be provided underground to the satisfaction of the Responsible Authority.
10. The existing footpath levels at the property line must not be altered in any way to facilitate the basement ramp.
11. Prior to occupation of the building or commencement of use, any existing vehicular crossing made redundant by the building and works hereby permitted must be broken out and re-instated as standard footpath and kerb and channel at the permit holders cost to the approval and satisfaction of the Responsible Authority.
12. Any walls on the boundary of an adjoining property must be cleaned and finished to the satisfaction of the Responsible Authority.
13. The crossover must be constructed to Council's Standard Vehicle Crossover Guidelines unless otherwise approved by the Responsible Authority.

Melbourne Water Conditions

Date Permit Issued: 5 March 2010

Signature for the
Responsible Authority: _____



PLANNING PERMIT

Planning Scheme:
Responsible Authority:

Stonnington
City of Stonnington

Planning Permit No. 0654/09 - AMENDED

14. No polluted and/or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.
15. All doors, windows, vents and openings to the basement car park must be a minimum of 300mm above the applicable flood level.
16. Finished ground floor levels must be a minimum of 300mm above the applicable flood level.
17. Prior to development, amended plans must be submitted to Council and Melbourne Water addressing Melbourne Water's conditions.
18. This permit will expire if one of the following circumstances applies:
 - a) The development is not started within two years of the date of this permit.
 - b) The development is not completed within four years of the date of this permit.
 - c) The use is not commenced within five years of the date of this permit.
 - d) The use is discontinued for a period of two years or more.

In accordance with Section 69 of the *Planning and Environment Act 1987*, a request may be submitted to the Responsible Authority within the prescribed timeframes for an extension of the periods referred to in this condition.

NOTES

This permit does not constitute any authority to carry out any building works or occupy the building or part of the building unless all relevant building permits are obtained.

The owners and occupiers of the dwelling/s hereby approved are not eligible to receive "Resident Parking Permits".

If further information is required in relation to Melbourne Water's permit conditions shown above, please contact Melbourne Water on telephone 9235 2517, quoting Melbourne Water's reference 154973.


The applicable flood level for this property that has a probability of occurrence of 1% in any one year is 11.18 metres to Australian Height Datum (AHD).

At the permit issue date, Section 69 of the *Planning and Environment Act 1987* stated that the Responsible Authority may extend the periods referred to if a request is made in writing within the following timeframes:

- i. Before or within 6 months after the permit expiry date, where the development allowed by the permit has not yet started; and

Date Permit Issued: 5 March 2010

Signature for the
Responsible Authority: _____



PLANNING PERMIT

Planning Scheme:
Responsible Authority:

Stonnington
City of Stonnington

Planning Permit No. 0654/09 - AMENDED

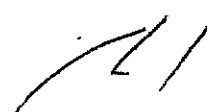
- ii. Within 12 months after the permit expiry date, where the development allowed by the permit has lawfully started before the permit expires.

THIS PERMIT HAS BEEN AMENDED AS FOLLOWS:

Date of Amendment	Brief description of Amendment
17 MAR 2014	Permit conditions be amended as follows: a) Amendment to the wording of condition 5. b) Amendment to condition 19.
11 SEP 2014	Plans to be amended as follows: <u>Basement level</u> <ul style="list-style-type: none"> • Deletion of one basement level and reconfiguration of the basement, including the incorporation of car stackers. A total of 40 parking spaces will be provided (i.e. an increase of 8 spaces). • Installation of an underground water tank with a capacity of 25,000L. • Relocation of the vehicle access from Wilson Street to Ellis Street. <u>Ground floor</u> <ul style="list-style-type: none"> • Changes to the internal layout, such as installation of a substation along the Wilson Street, relocation of the bin area and lift. • Redesign of the entry to the foyer and the dwellings on the ground floor. • Installation of a canopy above the Wilson Street entry. • Increase in the bicycle parking spaces to 23 (includes 2 spaces for visitors). <u>Levels 2-7</u> <ul style="list-style-type: none"> • Changes to the internal layout of each level, which results in an increase in the overall number of dwellings from 56 to 68. • Variations to the depth of the north-facing balconies on the first floor. • Changes to the dimensions of the light courts along the east and west boundaries. • Provision of a small Juliet balcony to the dwellings on levels 3 to 7. • Minor changes to the approved building envelope and internal layout. Consequently, the overall number of dwellings will increase from 56 to 68. <u>Level 8</u> <ul style="list-style-type: none"> • Conversion of the existing roof/plant area to a communal terrace.

Date Permit Issued: 5 March 2010

Signature for the
Responsible Authority: _____



PLANNING PERMIT

Planning Scheme:
Responsible Authority:

Stonnington
City of Stonnington

- Relocation of services (previously in the light court) to the roof.

Elevations

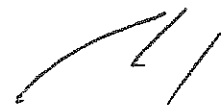
- Changes to the architectural expression of the development to provide a fine grain response at street level and incorporate glazed façade.
- An increase in the maximum building height, which represents a 0.5m increase in street wall height and 0.25m increase in the maximum height to the parapet.

Permit conditions be amended as follows:

- Inclusion of conditions 1(a)-(g)
- Renumbering of the existing conditions.
- Deletion of existing condition 3 regarding Parking Management Plan.
- Inclusion of condition 10 regarding footpath levels not to be altered.
- Deletion of existing condition 15 floor proof apex.

Date Permit Issued: 5 March 2010

Signature for the
Responsible Authority: _____





Service Centres
Cnr Glenferrie Road and High Street, Malvern
Cnr Chapel and Greville Streets, Prahran

PO Box 21 Prahran Victoria 3181
T: 03 8290 1333
F: 03 9521 2255
E: council@stonnington.vic.gov.au
AUSDOC DX 30108
www.stonnington.vic.gov.au

Please Quote Property No. 6 1 9 8 5

LAND INFORMATION CERTIFICATE (Section 229 Local Government Act, 1989)
and
VALUATION CERTIFICATE (Section 13DJ Valuation of Land Act 1960)

Property No: 61985
Reference: 353514
Agent Reference: 17759719-012-1
Issue Date: 14/10/2014

Cert No: wLIU00083/15
Receipt No: Not Applicable
Page No: 1 of 2

Landata (LIC)
Att: DTPLI
G P O Box 527
MELBOURNE VIC 3001

Ratepayer (as recorded by Council):
In accordance with the provisions of the Information
privacy act 2000 ownership details are not displayed

Property Address: Grnd Flr 34-40 Wilson Street SOUTH YARRA VIC 3141

Title Particulars: Lot 1 TP 689025 Vol 8820 Fol 568

Capital Improved Value: \$1220000
Site Value: \$1155000
Net Annual Value: \$71250

Level Value Date: 1/07/2014
Valuation Date: 1/01/2014

This certificate provides information regarding valuation, rates, charges, other monies and any orders and notices made under the Local Government Act, 1958, Local Government Act, 1989 or any local law or by-law of the Council, and specified flood level by Council (if any) is provided in "good faith". 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 other relevant authority. A fee may be charged for such information.

Details of Rates, Charges, Outstanding Notices and Works for which a charge has been made:

ARREARS AS AT 1/7/2014	6292.61
LEVY FOR THE YEAR ENDING 30/6/2015	
General Rates	1467.05
Fire Service Levy	1252.98
Garbage Charges	225.45
Other Adjustments	0.00
Interest Charged	-61.90
Payment	-6968.19
Rates Subtotal	2208.00
BALANCE OUTSTANDING	2208.00

Interest will accrue on all overdue rates and charges at a rate of 11.5% until paid in full in accordance with Section 172 of the Local Government Act 1989. Please note that any rates not paid by the due date may be subject to legal action without any further notice.

In accordance with Section 175 of the LGA 1989, THE NEW OWNER MUST pay all amounts unpaid by the following dates:

- FULL PAYMENT due by 15/02/2015
- INSTALMENTS DUE by 30/9/2014, 30/11/2014, 28/2/2015 & 31/5/2015

Notations regarding subject property:



Service Centres
Cnr Glenferrie Road and High Street, Malvern
Cnr Chapel and Greville Streets, Prahran

PO Box 21 Prahran Victoria 3181
T: 03 8290 1333
F: 03 9521 2255
E: council@stonnington.vic.gov.au
AUSDOC DX 30108
www.stonnington.vic.gov.au

Notices or orders:

For information on notices and/or orders on the land with continuing application under the Local Government Act 1958, Local Government Act 1989 or under a Local Law or By-Law of the Council please contact the Compliance and Response Unit on phone number (03) 8290 1333.

Cultural and Recreational Lands Act 1963.

The potential liability for rates and charges under section four (4) of the Cultural and Recreational Lands Act:

Total Liability: \$Nil

Recovery of money owed to Council by former owner or occupier

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

Total Liability: \$Nil

Land becoming or ceasing to be rateable land

Potential liability for Land to become rateable under Section 173 or 174A of the Local Government Act 1989:

Total Liability: \$Nil

Private Street/Drainage Schemes – section 163 of the Local Government Act 1989

Private street scheme under the provisions of (within the meaning of section 575(1) of the Local Government Act 1958) that now are prescribed under section 163 of the Local Government Act 1989:

Total liability: \$Nil

(all debts relating to this legislation will be shown under the particulars on the front of the certificate)

Specified Flood Level pursuant to the Building regulations 1994:

In an area liable to flooding

Please contact the City of Stonnington Property Information Officer on phone (03) 8290 3218.

Designated Flood Level:

The authority for designated flood levels has been delegated to: Melbourne Water, Land Development Water Ways & Drainage, Locked Bag 4280, East Richmond VIC 3121 phone (03) 9235 2100.

After the issue of this certificate, Council may be prepared to provide up-to-date verbal information to the applicant about matters disclosed in this certificate. If it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information. Council will require a new certificate to be applied for at the expiry of four (4) months after the date of this Land Information Certificate.

For further information, contact:
Revenue Section

AUTHORISED OFFICER



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Hall & Wilcox Lawyers C/- InfoTrack
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 1 34 WILSON STREET SOUTH
YARRA 3141

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
11D//04163/63	LANDATA CER 17759719-023-7	14 OCTOBER 2014	23096601

1. Statement of Fees Imposed

IN APPLYING AUTHORITIES

Parks Victoria - Parks Service Charge	01/07/2014 to 30/06/2015	\$400.68
Melbourne Water Corporation Total Service Charges	01/10/2014 to 31/12/2014	\$268.85

WATER SERVICE CHARGES

Water Service Charge	01/10/2014 to 31/12/2014	\$27.19
Sewerage Service Charge	01/10/2014 to 31/12/2014	\$112.53
Fire Service Charge	01/10/2014 to 31/12/2014	\$27.19
Subtotal Service Charges		<u>\$836.44</u>

Payments \$836.44

TOTAL UNPAID BALANCE \$0.00

- The meter at the property was last read on 07/10/2014. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge	\$0.03 per day
Sewage Disposal Charge	\$0.01 per day

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

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

AUTHORISED OFFICER:

HAMISH REID
GENERAL MANAGER
CUSTOMER AND BUSINESS FUTURES

South East Water
Information Statement Applications
Locked Bag 1, Moorabbin, VIC 3189
<https://apps.southeastwater.com.au/ice>

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

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

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

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

2. Encumbrance Summary

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

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

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground drain /open drain, this property will be affected by overland flows. The estimated flood level for this property that has a probability of 1% in any one year is RL 11.18 metres to Australian Height Datum (AHD). A licensed surveyor should be engaged to determine the exact effect of the applicable flood level on the property. For any further information contact Melbourne Water on 9679-7517.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

AUTHORISED OFFICER:



HAMISH REID
GENERAL MANAGER
CUSTOMER AND BUSINESS FUTURES

South East Water
Information Statement Applications
Locked Bag 1, Moorabbin, VIC 3189
<https://apps.southeastwater.com.au/ice>



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

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

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

Important Warnings

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

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

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

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

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

3. Disclaimer

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

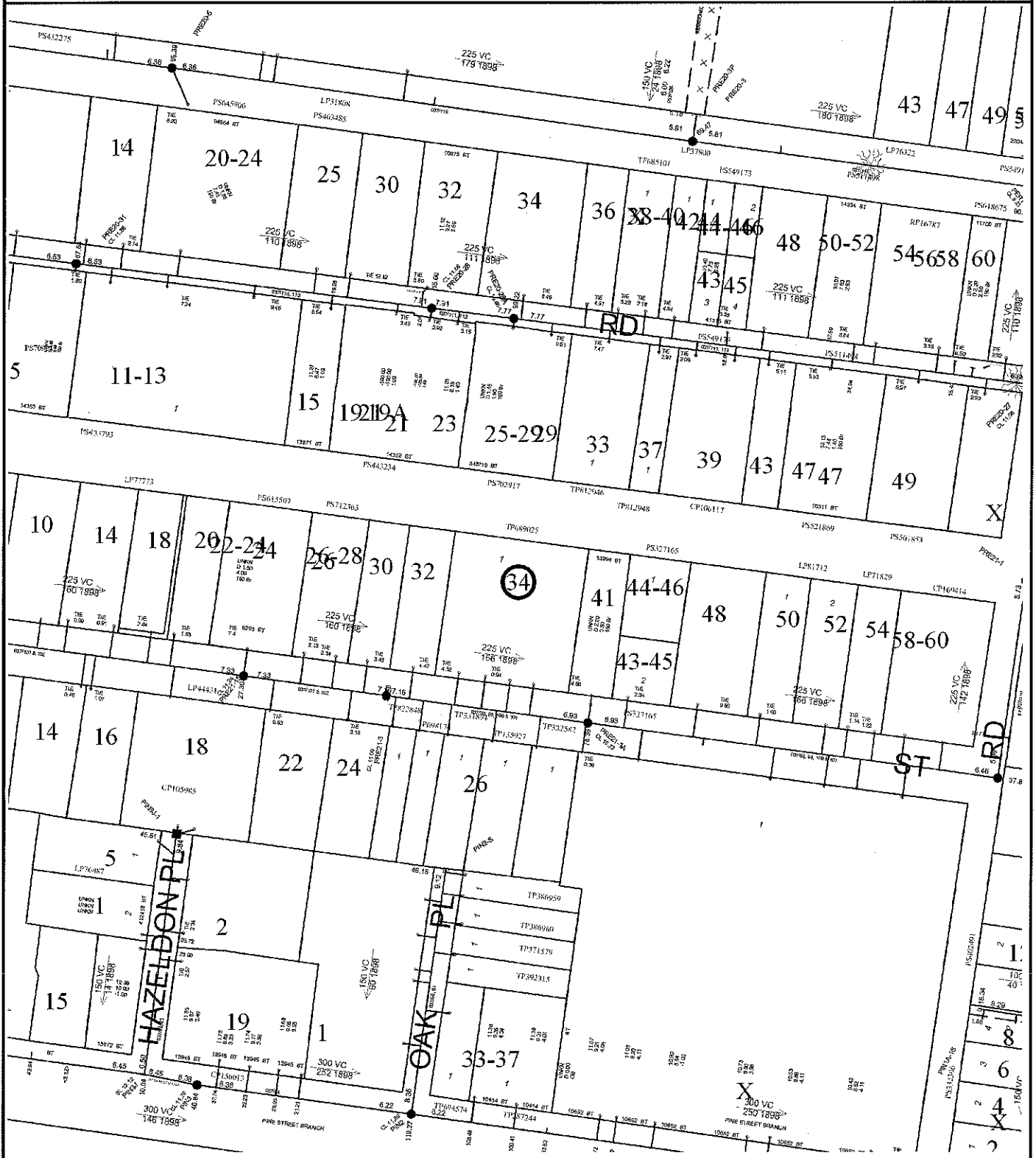
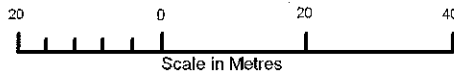
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Hamish Reid".

HAMISH REID
GENERAL MANAGER
CUSTOMER AND BUSINESS FUTURES

South East Water
Information Statement Applications
Locked Bag 1, Moorabbin, VIC 3189
<https://apps.southeastwater.com.au/ice>



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

LEGEND

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



**** 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 14th October 2014, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

Map Ref: Melways 40th Edition, Map 58 Reference E4
Map Ref: Melways 40th Edition, Map 2L Reference K8

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

34-40 WILSON STREET, SOUTH YARRA 3141
CITY OF STONNINGTON

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: 14th October 2014

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

[Vicroads Certificate] # 17759719 - 17759719101725 '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: 34-40 WILSON STREET
SUBURB: SOUTH YARRA
MUNICIPALITY: CITY OF STONNINGTON
MAP REFERENCES: Melways 40th Edition, Street Directory, Map 58 Reference E4
Melways 40th Edition, Street Directory, Map 2L Reference K8

DATE OF SEARCH: 14th October 2014

PRIORITY SITES REGISTER REPORT:

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

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which EPA has requirements for active management of land and groundwater contamination. Appropriate clean up and management of these sites is an EPA priority, and as such, EPA has issued either a:

Clean Up Notice pursuant to section 62A, or a
Pollution Abatement Notice pursuant to section 31A or 31B
of the Environment Protection Act 1970 on the occupier of the site to require active management of these sites.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register.

Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Municipal planning authorities hold information about previous land uses, and it is advisable that such sources of information also be consulted.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA for \$8 per Notice.

For more information relating to the Priority Sites Register, refer to EPA contaminated site information bulletin: Priority Sites Register & Contaminated Land Audit Site Listing (EPA Publication 735). For a copy of this publication, copies of relevant Notices, or for more information relating to sites listed on the Priority Sites Register, please contact EPA as given below:

EPA Information Centre
Herald & Weekly Times Tower
40 City Road, Southbank 3006
Tel: (03)9695 2700 Fax: (03)9695 2710

[Extract of Priority Sites Register] # 17759719 - 17759719101725
'353514'

Draft budget

Proposed Annual Budget (Inc GST)

Professional fees	Year 1
Management Fees	\$12,920.00
Audit Fees	\$0.00
BAS	\$0.00
Maintenance plan preparation	\$0.00
Disbursements	\$2,040.00
OC Sign, OC Seal, registrations	\$440.00
Total Administration	\$15,400.00
Insurance	
Insurance policy	\$16,000.00
Insurance valuation	\$0.00
Insurance excess	\$1,100.00
Total Insurance	\$17,100.00
ESM / Compliance – as per Occupany Permit	
Compliance auditing	\$1,210.00
Fire monitoring	\$1,850.00
Fire equipment maintenance (inc. minor repairs & E&E test)	\$0.00
Mechanical ventilation inspection and testing	\$0.00
Lift Maintenance	\$0.00
Phone lines	\$1,620.00
Anchor point certification	\$0.00
Total ESM / Compliance	\$4,680.00
Building Management Services	
Caretaker / cleaner	\$15,000.00
Facilities Management	\$6,600.00
Waste management (inc. free hard waste removal for three months)	\$6,500.00
Gardening	\$2,200.00
Total Building Management Services	\$30,300.00
Utilities	
Public light and power	\$16,500.00
Water	\$10,000.00
Gas	\$5,500.00
Total Utilities	\$32,000.00
Facilities Management (Non-ESM)	
Building consumables	\$550.00
Bin Sanitisation	\$1,100.00
HWS maintenance	\$0.00
Roller shutter – service contract	\$0.00
Pedestrian entrance door – service contract	\$0.00
Roof top area maintenance	\$5,500.00
Car stacker service	\$0.00
Car park sweeping	\$880.00
Exterior building cleaning /window cleaning	\$6,600.00
Garden sprinkler maintenance	\$0.00
Basement pump service	\$0.00
Rainwater harvest tank pump service	\$0.00
Total Facilities Management (Non-ESM)	\$14,630.00
Repairs, replacements and general expenses	\$5,500.00
Total Administration Fund Budget	\$119,610.00

Draft budget

Year 2
\$13,372.20
\$0.00
\$0.00
\$0.00
\$2,111.40
\$0.00
\$15,483.60

\$16,560.00
\$2,200.00
\$1,100.00
\$19,860.00

\$1,252.35
\$1,914.75
\$4,400.00
\$2,200.00
\$11,000.00
\$1,676.70
\$660.00
\$23,103.80

\$15,525.00
\$6,831.00
\$6,727.50
\$2,277.00
\$31,360.50

\$17,077.50
\$10,350.00
\$5,692.50
\$33,120.00

\$550.00
\$1,100.00
\$1,100.00
\$1,100.00
\$1,100.00
\$5,692.50
\$11,000.00
\$880.00
\$6,831.00
\$1,100.00
\$736.00
\$736.00
\$31,925.50
\$5,692.50
\$160,545.90

“A”

OWNERS CORPORATION PLAN
CONSOLIDATED RULES OF THE OWNERS CORPORATION
(“the Rules”)

Pursuant to section 138 of the *Owners Corporation Act 2006* (“the Act”) and the *Owners Corporations Regulations 2007* (“Regulations”)

Made by special resolution passed on _____ 20__

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

- (a) 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.
- (b) This rule does not apply to —
 - (i) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (ii) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
- (c) Nothing in this rule 1.2 prohibits the member or occupier of a lot used for commercial purposes storing on that lot any flammable chemical liquid or gas for use in that business so long as such substances have been registered with and approved by the Owners Corporation and pose no special risk to other Owners or occupiers.

1.3. Waste disposal

- (a) 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.

- (b) All bins must be maintained in a clean and hygienic state at all times.
- (c) An Owner, Occupier or Visitor must not deposit, discard, throw or leave garbage, waste or any other material including cigarette butts onto any part of the common property at any time.

2. MANAGEMENT AND ADMINISTRATION

2.1. Owners to provide Australian address for service of notices

- (a) All owners must provide to the Owners Corporation a postal address for service of notices within Australia, failing which, all notices and documents will be deemed to be properly served on the owner if sent by Australia Post or delivered to the lot.
- (b) Lot owners are encouraged to provide an email address for communications, notices and documents of the Owners Corporation and thereby consent to the giving of information electronically pursuant to the provisions of the *Electronic Transactions (Victoria) Act 2000* but lot owners must also provide a postal address as per sub-rule 2.1(a).

2.2. Metering of services and apportionment of costs of services

- (a) 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.
- (b) 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.
- (c) Subrule (b) does not apply if the concession or rebate —
 - (i) 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
 - (ii) is paid directly to the lot owner or occupier as a refund.

2.3. Emergency Works and Diagnostic Costs

If in the opinion of the chairperson or manager of the Owners Corporation an emergency has arisen likely to cause loss or damage to the common property or to private property then the chairperson or manager are authorised without further

resolution of the Owners Corporation to use best endeavours to arrange for such repairs or diagnostic tests as may be reasonably necessary to prevent further loss or damage.

3. USE OF COMMON PROPERTY

3.1. Use of common property

- (a) 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.
- (b) An owner or occupier of a lot must not, without the written approval of the Owners Corporation, use for his or her own purposes any portion of the common property.
- (c) An approval under sub-rule (b) may state a period for which the approval is granted.

3.2. Vehicles and parking on common property

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

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

3.3. Damage to common property

- (a) An owner or occupier of a lot must not damage or alter the common property.
- (b) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property.
- (c) The Owners Corporation may grant approval in writing for alterations to common property and may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (d) An owner or occupier of a lot must not install any awning, screen, sign or barrier on the exterior of a lot or any part of the common property without prior approval in writing of the Owners Corporation which may specify the terms and conditions upon which such approval is granted.
- (e) An owner or occupier of a lot must not install any device cabling pipes or wires in or over any common property without the consent in writing of the Owners Corporation Committee.

4. LOTS

4.1. Change of use of lots

An owner or occupier must not change the use of their lot in a way that may affect the insurance premiums* for the Owners Corporation, or make any structural alterations to the lot which requires a building or planning permit, without prior written approval from 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.

4.2. Prohibition on use of lots for short term letting

An owner or occupier must not use or allow their lot to be leased or sub-let for a period of less than 31 consecutive days without the written consent of the Owners Corporation.

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 owner or occupier of a lot.

6. NEGATIVE OBLIGATIONS

6.1 An owner or occupier must not:-

- (a) Interfere with the operation of any plant and equipment owned by the Owners Corporation and installed on the common property;
- (b) Alter in any way the external façade or structural appearance, colour of any lot or any common property without prior written approval from the Owners Corporation;
- (c) Erect or affix any sign or notice advertising a lot for sale or lease on any part of the building or on the common property without written approval of the Owners Corporation.
- (d) Display any placard, advertisement or sign in or upon the owner's lot or upon the common property other than on the entrance door of the lot without the prior written approval of the Owners Corporation.

- (e) Any approval granted by the Owners Corporation in accordance with sub-rules 6.1(c) and 6.1(d) may state the period and terms upon which the approval is granted.
- (f) Store, place, display or hang any chattel or item (including without limitation any item of clothing or linen) on any part of common property unless otherwise agreed in writing by the owners corporation;
- (g) Store, place, display or hang any chattel or item (including without limitation any item of clothing or linen) on or from a balcony or terrace of any lot that is visible from the common property or from any other lot;
- (h) Sub-rules 6.1(f) and 6.1(g) do not apply to pot plants, barbeques, outdoor furniture in a lot that are maintained in a safe, clean and tidy manner;
- (i) Use or permit a lot affected by the Owners Corporation to be used for any purpose which may be illegal or injurious to the reputation of the Owners Corporation or may cause a nuisance or hazard to any other member or occupier of any lot or the families, or visitors of any such member or occupier.

6.2 Noise and other nuisance control

- (a) 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 owner or occupier of a lot at any time.
- (b) Subrule 6.2(a) does not apply to the making of a noise if the Owners Corporation has given written permission for the noise to be made.

6.3 Pets and animals

The owner or occupier of a lot may keep domestic pets in the lot subject to the following:-

- (a) each animal does not disturb any occupier, guest or other pet at any time;
- (b) each animal is a domesticated pet;
- (c) care must be taken to ensure that the animals do not urinate or defecate on common property;
- (d) that each pet is kept clean, quiet and controlled at all times;
- (e) that the pet is not left, tied up or unattended in or on any common property (including within a vehicle) at any time;
- (f) 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.
- (g) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under sub-rule (f) must remove that animal.

- (h) Sub-rule (f) and (g) do not apply to an animal that assists a person with an impairment or disability.

6.4 Internal blinds

An owner or occupier of a lot must have internal blinds installed at their lot to windows visible from the exterior of their lot and the backing of the blinds (visible from the exterior of their lot) must be either white or black.

7 DISPUTE RESOLUTION

7.1 Dispute Resolution Procedure

- (a) The grievance procedure set out in this rule applies to disputes involving a lot owner, or an occupier or the Owners Corporation.
- (b) The party making the complaint must prepare a written statement in the approved form and serve a copy of the complaint on the manager, secretary or the chairperson of the Owners Corporation and if appropriate, on any other party involved.
- (c) The Owners Corporation will be represented for all dispute resolution purposes by one or more of:-
 - (a) The manager; or
 - (b) The grievance committee; or
 - (c) The chairperson;("the **OC representatives**") who shall be entitled to make decisions on behalf of the Owners Corporation for purposes of compliance with Part 10 of the Act. These rules evidence the resolution of the Owners Corporation to delegate power to the OC representatives for all purposes to enable operation of these rules and in accordance with the Act.
- (d) If the representatives decide to take action in respect of any alleged breach of an obligation imposed under the Act or the Regulations or these rules ("**breach**"), the OC representatives must give 28 days notice to rectify the breach to the person who allegedly committed the breach ("**respondent**") in accordance with Section 155 of the Act ("**S155 Notice**"). A copy of the S155 Notice must be given to both the lot occupier and the lot owner.
- (e) If the respondent does not rectify the breach within 28 days after the date of the S155 notice the OC representatives may decide to give a final notice stating that the respondent must within 28 days after the date of such final

notice rectify the breach in accordance with section 157 of the Act (“**Final Notice**”).

- (f) The OC representatives may decide to apply to VCAT for an order requiring rectification of the breach if the respondent fails to comply with the Final Notice within the required time and must give the notices contemplated by section 157(3) of the Act of their decision.
- (g) At any time after the OC representatives become aware that a complaint remains unresolved the OC representatives may in their sole and absolute discretion require the parties to attend a meeting to discuss the matter in dispute with the complainant and the respondent and:-
 - (i) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting and each party shall have the right to make submissions and to be heard.
 - (ii) The parties must each:-
 1. use their best endeavours to make available to the OC representatives all facts and circumstances required in order to consider and resolve the dispute or differences; and
 2. attend in person and ensure that their respective employees, agents or consultants are available to appear at the meeting.
 - (iii) The OC representatives shall be entitled to make reasonable directions to expedite adjourn or terminate any meeting or determination of this dispute resolution process as the OC representatives in their sole discretion think fit on behalf of the Owners Corporation.

7.2 Reference of Dispute to an Expert

- (a) In the event of any dispute or difference as to the effect of or operation of the plan of subdivision of the Owners Corporation, the interpretation and performance of obligations under these rules, the Act or the Regulations, that dispute or difference may, if the OC representatives the complainant and the respondent agree, be referred for determination by a person (Expert) who shall be agreed upon between the parties or appointed by the President for the time being of the Law Institute of Victoria.
- (b) Parties to use best endeavours

When any dispute or difference has been referred for expert determination, the parties must each:-

 - (i) use their best endeavours to make available to the Expert all facts and circumstances which the Expert requires in order to settle or determine the dispute or difference; and

(ii) ensure that their respective employees, agents or Consultants are available to appear at any hearing or enquiry called for, by the Expert.

(c) Right to be heard

The parties each have the right to:-

(i) make submissions to; and

(ii) be heard by; and

(iii) each party may be legally represented before the Expert.

(d) Expert's decision

The decision of the Expert must be made and delivered to the parties within a period of 1 month (or such other period as the parties may agree, or the Expert may determine) after the date of submission of the dispute or difference to the Expert and shall be final and binding upon the parties.

(e) Expert may appoint other expert to assist

The Expert may appoint any other expert to consult with, assist and advise the Expert. The cost of such other expert is deemed to form part of the determination costs and expenses.

(f) Expert to act as an expert

The Expert must act as an expert, not as an arbitrator, and his or her decision will be final and binding upon the parties.

(g) Costs of determination

The Expert must also determine:-

(i) the amount of the costs and expenses of, and relating to, the reference of any dispute or difference to him or her (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson secretary or committee member of the Owners Corporation); and

(ii) which party or parties must bear the costs and expenses, and in what shares, and in making the determination, the Expert must take into account the reasonableness of the parties leading up to the expert determination including any offers made to resolve the dispute and the costs so determined will be recoverable in a Court or Tribunal of competent jurisdiction as a debt due.

7.3 Conduct pending dispute resolution and/or expert determination

In the event of any matter being the subject of dispute resolution or referred for the decision of an independent expert:-

- (a) These Rules, the Act and the Owners Corporations Regulations 2007 (“the Regulations”) will be adhered to pending the decision; and
- (b) If either party is challenging any payment claimed by the other:-
 - (i) so much of that payment, as is admitted to be owing, must be paid immediately; and
 - (ii) an appropriate adjustment must be made within 14 days of resolution.

7.4 Recovery of outstanding fees and other money due to the owners Corporation

The Owners Corporation may commence debt recovery proceedings for recovery of outstanding fees levies charges and other money due, against any member of the Owners Corporation in any court of competent jurisdiction including for the purpose of bankruptcy or winding up of a company. This resolution does not detract in any way from the power of the Owners Corporation to make an application to VCAT under Part 11 of the Owners Corporations Act 2006 to recover fees and charges and other money or to enforce the Rules of the Owners Corporation. The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this resolution to determine the appropriate jurisdiction on a case by case basis in the sole discretion of the Manager and/or the Committee.

7.5 Costs

All costs and expenses arising out of any breach by a lot owner, or an occupier of a lot, of an obligation imposed on that person under the Act the Regulations or these Rules, incurred by the Owners Corporation, including any costs and charges payable by the Owners Corporation to the manager or otherwise (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson secretary or committee member of the owners corporation) shall be payable by any member in default or breach. The costs charges and expenses shall be due and payable as a debt due by the person in default or breach to the Owners Corporation on an indemnity basis.

7.6 General Provisions for Dispute Resolution

- (a) If the dispute is not resolved, the grievance committee, secretary or chairperson must issue the Notices required under Part 10 and notify each party of his or her right to take further action under Part 11 of the Act.
- (b) This dispute resolution process must comply with Part 10 of the Act.

I certify that this is a true copy of the Consolidated Rules made by Special Resolution
of the Owners Corporation on the _____ day of _____ 20____.

Signed: _____

Name: _____

Secretary of Owners Corporation

Date: _____