Contract of Sale

Chew Loon Tan

240-258 High Street, Thomastown VIC 3074

Lot ☐

INFORMATION ONLY

IMPORTANT NOTICE TO PURCHASERS

* Subject to the limit set by subsection 9AA(1)(b) of the Sale of Land Act 1962 (Vic), the purchaser may negotiate with the vendor about the amount of deposit moneys payable under the contract.

* A substantial period of time may elapse between the day on which the purchaser signs the contract for sale and the day on which the purchaser becomes the registered proprietor of the lot.

* The value of the lot may change between the day on which the purchaser signs the contract for sale of that lot and the day on which the purchaser becomes the registered proprietor.

Version 3, 27 December 2023

Form 1
Estate Agents Act 1980 Regulation 5(a)
CONTRACT OF SALE OF REAL ESTATE
Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

PROPERTY ADDRESS: **SEE COVER PAGE**

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;
* Special conditions, if any;
* General conditions

and 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 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.

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

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

Exceptions

The 3-day cooling-off period does not apply if:

* you bought the property at or within 3 clear business days before or after a publicly advertised auction;
* the property is used mainly for industrial or commercial purposes;
* the property is more than 20 hectares in size and is used mainly for farming;
* you and the vendor previously signed a similar contract for the same property; 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 ***SEE SIGNING PAGE***
Print name of person signing
State nature of authority if applicable (e.g. "director", "attorney under power of attorney"):

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

SIGNED BY THE VENDOR ***SEE SIGNING PAGE***
Print name of person signing:
State nature of authority if applicable (e.g. "director", "attorney under power of attorney

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

INFORMATION ONLY

SIGNING PAGE

PURCHASER

Signed sealed and delivered by **Purchaser** in the presence of:

Signature of witness ←	Signature ←
Name of witness (print)	Name of Purchaser (print)
Date (print)	

Signed sealed and delivered by the **Purchaser** in the presence of:

Signature of witness ←	Signature ←
Name of witness (print)	Name of Purchaser (print)
Date (print)	

Executed by the **Purchaser** in accordance with Section 127 of the *Corporations Act 2001*

Signature of director ←	Signature of director/company secretary ← (Please delete as applicable)
Name of director (print)	Name of director/company secretary (print)
Date (print)	

INFORMATION ONLY

VENDOR

Signed sealed and delivered by
Chew Loon Tan in the presence of:

Signature of witness	Signature
Name of witness (print)	Chew Loon Tan Name of Vendor (print)
Date (print)	

Signed sealed and delivered by
Chew Loon Tan by its attorney:

……..
Name of attorney (print)

under power of attorney dated
12/10/2020

Signature of witness	Signature of attorney
Name of witness (print)	
Date (print)	

INFORMATION ONLY

PARTICULARS OF SALE

VENDOR'S AGENT

Harcourts Rata & Co
Email: sold@rataandco.com.au

VENDOR

CHEW LOON TAN AS TRUSTEE FOR THE ISTATION DEVELOPMENT TRUST ABN 78 271 275 920

VENDOR'S LEGAL PRACTITIONER

SBA LAW
Level 15, 607 Bourke Street, Melbourne 3000
Tel: (+613) 9614 7000
Fax: (+613) 9614 7100
Email: jhirsh@sbalaw.com / settlements@sbalaw.com
Ref: 200398

PURCHASER

_____

_____

_____

Address: _____

_____

Tel: _____

Email: _____

Australian tax file number: _____ _____

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

_____

_____

Address: _____

_____

Tel: _____

Fax: _____

Email: _____

LAND (General Conditions 3 and 9)

Lot ☐

on the Plan being part of the land comprised in Certificates of Title Volume 10172 Folio 808

PROPERTY ADDRESS

Part of 240-258 High Street, Thomastown VIC 3074

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GOODS SOLD WITH THE LAND (General Condition 2.3(f))	As set out in the Fittings and Finishes Schedule
PAYMENT (General Condition 11)	
PRICE	**$** _____
DEPOSIT	**$** _____ **being 10% of the Price, payable on the Day of Sale**
BALANCE	**$** _____ **payable at settlement**
GST (General Condition 13)	The price includes GST (if any) unless the words **'plus GST'** appear in this box:

NOT APPLICABLE

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)

Is due on the later of:

(a) 14 days after the Vendor or the Vendor's Legal Practitioner gives notice to the Purchaser or to the Purchaser's Legal Practitioner or Conveyancer of the registration of the Plan; and

(b) 14 days after the Vendor or the Vendor's Legal Practitioner gives notice to the Purchaser or to the Purchaser's Legal Practitioner or Conveyancer of the issue of an 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 the particulars of the lease are annexed to the Vendor's Statement attached to this Contract of Sale

INFORMATION ONLY

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: _____ / _____ / 202_

SPECIAL CONDITIONS

This contract does not include 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 in the following pages

BANK GUARANTEE (SPECIAL CONDITION 6)

Must the Purchaser deliver a Bank Guarantee?

☐ Yes ☐ No

FIRB APPROVAL (SPECIAL CONDITION 30)

Does the Purchaser require FIRB approval for this purchase?

☐ Yes ☐ No

If Yes, please insert foreign passport no.
(a copy of the foreign passport is attached)

If No, please insert Australian passport or Medicare no.
(a copy of the Australian passport and/or Medicare card is attached)

INFORMATION ONLY

OPTIONAL FINISHES

OPTIONAL FINISH (SPECIAL CONDITION 13.15)

☐ Standard ☐ Premium

If the Purchaser makes no selection on the Day of Sale, then the Purchaser will be deemed to have chosen the default finish determined by the Vendor from time to time in its absolute discretion.

COLOUR SCHEME (SPECIAL CONDITION 13.15)

☐ Red ☐ Green

If the Purchaser makes no selection on the Day of Sale, then the Purchaser will be deemed to have chosen the default colour scheme determined by the Vendor from time to time in its absolute discretion.

AGREED ADDITIONAL SPECIAL CONDITIONS:

INFORMATION ONLY

GENERAL CONDITIONS

Form 2
Estate Agents Act 1980 Regulation 5(a)
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

(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.

INFORMATION ONLY

4. Services

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

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

5. Consents

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

6. Transfer

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

7. Release of security interest

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

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

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

(a) only use the vendor's date of birth for the purposes specified in condition 7.2; and

(b) keep the date of birth of the vendor secure and confidential.

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

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

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

(a) that:

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the Personal Property Securities Act 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if:

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

7.7 A release for the purposes of general condition 7.4(a) must be in writing.

7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal 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:

INFORMATION ONLY

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay

as though the purchaser was in default.

7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.

7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

8. Builder warranty insurance

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

9. General law land

9.1 This general condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.

9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

9.4 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

9.5 The contract will be at an end if:

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

10.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

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

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

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

11. Payment

11.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

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

(a) to the vendor, or the vendor's legal practitioner or conveyancer; or

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

11.4 At settlement, payments may be made or tendered:

(a) in cash; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

INFORMATION ONLY

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 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

(a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999** (Cth); and

(b) 'GST' includes penalties and interest.

14. Loan

14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. Adjustments

15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

INFORMATION ONLY

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

TRANSACTIONAL

16. Time

16.1 Time is of the essence of this contract.

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

17. Service

17.1 Any document sent by:

(a) post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) email is taken to have been served at the time of receipt within the meaning of section 13A of the Electronic Transactions (Victoria) Act 2000.

17.2 Any demand, notice or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or

(d) by email.

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

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

INFORMATION ONLY

(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

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(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.

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SPECIAL CONDITIONS

1 Definitions and interpretation

1.1 Definitions

In these Special Conditions, the following definitions apply:

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

Australian Consumer Law has the meaning given in the *Competition and Consumer Act 2010* (Cth).

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

Bank means an Australian-owned bank on the list, current on the Day of Sale, of authorised deposit-taking institutions regulated by the Australian Prudential Regulation Authority with a branch located in the Melbourne central business district.

Bank Guarantee means an unconditional and irrevocable guarantee or undertaking by a Bank in a form satisfactory to the Vendor, the favouree or beneficiary of which is the Vendor's Lawyers, without an expiry date, and includes any replacement bank guarantee that is accepted by the Vendor.

Builder means any builder nominated by the Vendor from time to time.

Building means any building or other improvements to be erected on any part of the Land.

Building Contract means a building contract entered into or to be entered into between the Builder and the Vendor for the construction of a Building on the Property in the form required by the Vendor and/or the Builder.

Building Plans means the plans in Annexure C as varied in accordance with this contract.

Common Property means the common property created by registration of the Plan.

Contaminant means a solid, liquid, gas, odour, heat, sound, vibration, radiation or substance of any kind on, in or under land or water which makes or may make land or water unsafe, unfit or harmful for habitation, use or occupation by any person or animal or is such that any part of the land or water does not satisfy the criteria or standards published, or adopted by the Victorian Environment Protection Authority from time to time.

Corporations Act means the *Corporations Act 2001* (Cth).

DBCA means the *Domestic Building Contracts Act 1995* (Vic).

Development means the Works on the Land, the Building and other improvements which are constructed or to be constructed on the Site.

DOL Form means the requisite form for assessment of duty on this contract and the Transfer, created by the Vendor's Lawyer and notified to the Purchaser's Lawyer.

Earthworks means works affecting the natural surface level of the Property or of any land abutting the Property which is in the Site, including the works described in Annexure B.

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ECNL means the Electronic Conveyancing National Law Victoria.

Electronic Signature means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "Electronically Signed" has a corresponding meaning.

Electronic Workspace means a shared electronic workspace generated by the ELN (as defined in ECNL).

ELNO means Electronic Lodgement Network Operator within the meaning of the ECNL.

FIRB means the Foreign Investment Review Board and its successors.

FIRB Approval Date means the date that is 30 days after the Day of Sale.

Fittings and Finishes Schedule means:

(a) where the "Standard" option has been selected by the Purchaser in the Particulars of Sale, or where no option has been selected on the Day of Sale, the standard fittings and finishes set out in Annexure D as varied from time to time; and

(b) where the "Premium" option has been selected by the Purchaser in the Particulars of Sale, the premium fittings and finishes set out in Annexure E as varied from time to time.

General Conditions means the part of this contract entitled "General Conditions".

Goods are the goods (if any) specified in the Particulars of Sale and sold with the Property under this contract.

Guarantee means a guarantee in the form set out in Annexure A.

Guarantor means each person or corporation that is liable for the performance of the Purchaser under this contract.

Insolvency Event, if the Purchaser is a corporation, means any of these events:

(a) an application is made to a court for an order, or an order is made:

  (i) that the Purchaser be wound up; or

  (ii) appointing a liquidator or provisional liquidator in respect of the Purchaser, or one of them is appointed, whether or not under an order;

(b) a resolution is passed to appoint an administrator or an administrator is appointed to the Purchaser;

(c) a receiver or a receiver and manager is appointed to the Purchaser;

(d) the Purchaser enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement or composition with, or an assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;

(e) the Purchaser resolves to wind itself up, or otherwise dissolve itself, or gives notice of an intention to do so or is otherwise wound up or dissolved;

(f) the Purchaser is, or states that it is, insolvent;

(g) as a result of the operation of section 459F(1) of the Corporations Act, the Purchaser is taken to have failed to comply with a statutory demand;

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(h) the Purchaser is, or makes a statement from which the Vendor may reasonably conclude that the Purchaser is, the subject of an event described in section 459C(2)(a) to (f) inclusive or section 585 of the Corporations Act;

(i) the Purchaser takes any step to obtain protection, or is granted protection, from its creditors under any applicable Law;

(j) a mortgagee takes possession of any one of the assets or undertakings of the Purchaser; or

(k) anything analogous or having a substantially similar effect to any of the events specified above happens under any Law,

and if the Purchaser is a natural person, **Insolvency Event** means that the Purchaser:

(l) dies or ceases to be of legal capacity or is otherwise incapable of managing its own affairs;

(m) becomes bankrupt;

(n) tries to take advantage of Part X of the *Bankruptcy Act 1966* (Cth);

(o) has a trustee in bankruptcy appointed in relation to it; or

(p) becomes insolvent under administration, as this term is defined in the Corporations Act,

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

(q) any corporation which is a Related Body Corporate of the Purchaser; and

(r) each Guarantor.

Interest means the interest (if any) that accrues on the deposit less the taxes, charges and fees charged on, or attracted by, the deposit or by the interest earned on it.

Law means any law (including principles of law or equity established by decisions of courts) that applies in Victoria, and any rule, regulation, ordinance, order, by-law, local law, statutory instrument, control, restriction, approval, licence, direction or notice made under a law by any Authority that relates to or affects the Property or its development or use.

Lot means a lot on the Plan.

Major Domestic Building Contract has the meaning given to it in the DBCA.

Nomination Form means the form of nomination contained in Annexure F.

Notice means a notice or other communication in relation to this contract.

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

Optional Finish means an optional finish (if any) specified in the Particulars of Sale.

Outgoings means, subject to Special Condition 22.4 if it applies, any rates, taxes, land tax calculated on a proportional basis (including land tax charged where the Property is held by a trustee), vacant residential land tax imposed on the Property under the *Land Tax Act 2005*, congestion and car parking levies, assessments, fire insurance premiums, charges, levies and other outgoings and includes fees, levies, charges and insurance premiums due to any Owners Corporation to which the Property is subject, but excludes any supplementary rates or taxes or other such rates assessed in respect of the Property after the Settlement Date and

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any special levy contemplated by Special Condition 22.5, which are the responsibility of the Purchaser.

Owners Corporation means the owners corporation(s) to be created by the registration of the Plan.

Owners Corporation Rules means the rules applicable to the Property on registration of the Plan, which may be amended or replaced from time to time. A draft of the Owners Corporation Rules is contained in Annexure G, which draft may be amended, replaced or deleted from time to time.

Particulars of Sale means that part of this contract entitled “Particulars of Sale”.

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

Plan means the proposed plan of subdivision PS843109A a copy of which is annexed to the Vendor’s Statement.

Planning Permit means each Planning Permit issued in respect of the Site as amended or replaced from time to time, including any planning permit annexed to the Vendor’s Statement.

Property means the Land and the Building, the address for which is specified in the Particulars of Sale.

Purchaser’s Lawyers means the Purchaser's legal practitioner (as updated or replaced from time to time), or if the Purchaser does not have a legal practitioner, the Purchaser.

Related Body Corporate has the meaning given to it in the Corporations Act.

Registration Date means the date which is 48 months after the Day of Sale or such later date as the parties may agree in writing.

Section 173 Agreement means an agreement registered or to be registered on the title to the Property or the Site under section 173 of the *Planning and Environment Act 1987* (Vic).

Settlement Date means the date settlement is due as set out in the Particulars of Sale or such other date agreed to by the parties.

Site means the whole of the land comprised in the Plan and any adjoining or nearby land which the Vendor may require for use in connection with the Development (as applicable).

Special Conditions means these Special Conditions.

Substitute Transferee means a substitute or additional transferee nominated by the Purchaser under General Condition 18.

Takeovers Act means the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

Transfer means the instrument of transfer referred to in General Condition 6.

Ultimate Holding Company has the meaning given to this term in the Corporations Act.

Vendor's Estate Agent means the estate agent or estate agents for the Vendor, if any, whose details are set out in the Particulars of Sale.

Vendor's Lawyers means the Vendor's legal practitioner (as updated or replaced from time to time), or if the Vendor does not have a legal practitioner, the Vendor.

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Works means all design, building and construction work that the Builder is obliged to complete:

(a) under the Building contract to effect completion of the Building; or

(b) because of a Law that applies to the Development.

1.2 Interpretation

In the interpretation of this contract, unless the context otherwise requires:

(a) all references to dollars or '$' are references to Australian currency and all amounts payable are payable in Australian dollars;

(b) a reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;

(c) a reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this contract;

(d) a reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time;

(e) a reference to a person includes any company, trust, partnership, joint venture, association, corporation, body corporate or governmental agency;

(f) where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;

(g) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates the other gender;

(h) a reference to the word 'include' or 'including' is to be interpreted without limitation;

(i) headings are inserted for convenience only and do not affect interpretation;

(j) any schedules, annexures and attachments form part of this contract;

(k) no clause or condition will be construed to the disadvantage of a party because that party was responsible for the preparation of this contract or that clause or condition or the inclusion of it in this contract; and

(l) if there is any inconsistency between these Special Conditions and the General Conditions, these Special Conditions prevail to the extent of the inconsistency.

1.3 Business days and time

In the interpretation of this contract, unless the context otherwise requires:

(a) a reference to time is to the time in Melbourne, Australia;

(b) a reference to a **Business Day** means a day on which all banks are open for business generally in Melbourne, Australia, other than a Saturday, Sunday or public holiday; and

(c) if the day on which any act, matter or thing is to be done is not a business day, that act, matter or thing may be done on the next business day.

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1.4 Joint and several liability

Except as otherwise set out in this contract, any agreement, covenant, undertaking, representation, warranty or indemnity under this contract by two or more parties (including where they are included in the same defined term) binds them jointly and severally and any agreement, covenant, undertaking, representation, warranty or indemnity in favour of two or more parties (including where they are included in the same defined term) is for the benefit of them jointly and severally.

1.5 Best endeavours and reasonable requests

Except as otherwise set out in this contract, any clause of this contract which requires a party to use its reasonable or best endeavours to procure that something is performed or occurs or does not occur, or to comply with all reasonable requests, does not impose an obligation to pay any money or to provide any financial compensation, valuable consideration or other incentive to or for the benefit of any person or to commence any legal action or proceeding against any person.

2 Variation of General Conditions

(a) General Condition 2.4(b) is deleted.

(b) General Condition 5 is deleted.

(c) The first sentence of General Condition 6 is amended by deleting the words “The transfer of land document” and replacing them with the words “Any paper transfer of land which is necessary for this transaction.”

(d) General Condition 8 is deleted.

(e) Special Condition 5.1(a)prevails over General Condition 11.2(b) to the extent of any inconsistency.

(f) General Condition 11.6 is deleted.

(g) General Condition 12.1(a) is amended by inserting the word ‘reasonable’ before the words ‘satisfaction of the purchaser’.

(h) General Condition 15 is amended by adding the words “*Subject to Special Condition 22.4”* at the beginning of the General Condition.

(i) General Conditions 15.2(b) and 15.2(c) are deleted.

(j) General Condition 22 is deleted.

(k) General Conditions 24.2, 24.4, 24.5 and 24.6 are deleted.

(l) General Condition 26 is amended by replacing the number “2” with the number “4” and adding the words “on the Vendor’s demand” at the end of the General Condition.

3 Purchaser acknowledgment

3.1 Inspections

The Purchaser acknowledges that it:

(a) has inspected the Property;

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(b) has made all the enquiries with Authorities that a prudent and careful person would make before entering into this contract; and

(c) enters into this contract on the basis of its inspection and the enquiries it has carried out, and relying on its own judgment.

3.2 Laws

The Purchaser acknowledges that:

(a) it buys the Property subject to all restrictions on its use or development that are imposed or prescribed by the Laws that apply to it;

(b) no Law constitutes a defect in the Vendor's title or affects the validity of this contract; and

(c) subject to the Vendor's obligations in this contract, the Purchaser is responsible for remedying, at its own cost, any failure of the Property to comply on the Settlement Date with any Laws affecting the Property. The Purchaser indemnifies the Vendor in respect of any loss of damage which the Vendor may incur or may become liable for as a result of the Purchaser's failure to remedy such a failure.

3.3 No warranty by Vendor

The Vendor does not represent and gives no warranty:

(a) about the condition or fitness for purpose of the Property or compliance or non-compliance with any Law with respect to the Property;

(b) about the presence of any Contaminant or pollutant in, on, under or emanating onto or from the Property;

(c) about the likelihood of securing or entering into a lease or licence in respect of the Property, returns or yields;

(d) that improvements on the Land:

(i) are constructed on or inside the boundaries of the Land;

(ii) are not owned by third parties and encroach onto the Land; or

(iii) comply with the terms of all of the Laws that apply to them; or

(e) about the working order, condition, or fitness for purpose of the Goods, or any compliance or non-compliance of the Goods with any Law.

3.4 No representations

The Purchaser acknowledges that:

(a) it has not relied, and does not rely, on any representation or warranty of any nature made by or on behalf of the Vendor, the Vendor's Lawyers or the Vendor's Estate Agent other than those expressly set out in this contract; and

(b) neither the Vendor nor any person on behalf of the Vendor has made any promise to the Purchaser, or to any agent of the Purchaser, about obtaining a loan to defray some or all of the price.

3.5 Unfair contract terms

(a) The Purchaser acknowledges that:

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(i) the terms of this contract are negotiable; and

(ii) prior to signing this contract, the Purchaser has reviewed this contract and has raised all issues of concern with the Vendor.

(b) The parties acknowledge that the terms in this contract are reasonably necessary to protect the legitimate interests of the Vendor.

(c) Without limiting Special Condition 36.12, if any part of this contract is deemed to be an unfair term and/or void for the purpose of the Australian Consumer Law, then that part will be severed from this contract and all parts which are not deemed to be an unfair term and/or void for the purpose of any applicable Law, will remain in full force and effect.

3.6 Environmental matters

(a) The Vendor makes no representation and gives no warranty that there is no Contaminant in, on or under the Land and states that there is, or may be Contaminants in on or under the Land.

(b) The Purchaser acknowledges:

(i) that it has inspected the Land and purchased it in its present condition irrespective of whether there is any Contaminant in, on or under the Land;

(ii) it has relied solely upon its own enquiries in entering into this contract; and

(iii) that the Vendor is not required to remove or treat or otherwise deal with any Contaminant which may be in, on or under the Land other than in accordance with any requirements in the Planning Permit to render the Land suitable for use under the Planning Permit.

(c) The Purchaser must not make requisition or objection, claim compensation or refuse or delay payment of the Price because of the presence of any Contaminant in, on or under the Land.

(d) The Purchaser releases the Vendor from and indemnifies the Vendor against all liability, losses, costs, expenses, claims, suits, actions, demands and penalties arising before or after the Settlement Date (except for injury to any person arising from the exposure before the Day of Sale to a Contaminant in, on or under the Land before the Day of Sale) because of the presence of any Contaminant in, on or under the Land or the escape of any Contaminant from the Land.

(e) The Purchaser releases the Vendor from and indemnifies the Vendor against all liability, losses, costs, expenses, claims, suits, actions, demands and penalties arising from in any way connected with any matter disclosed in or any obligation (including monetary obligation) imposed under any environmental audit issued in respect of the Land.

3.7 No claim or requisitions

The Purchaser will not:

(a) make any objection or requisition;

(b) claim any compensation (other than in relation to Goods where specifically provided for under this contract) or seek any reduction in the Price;

(c) ask the Vendor to undertake any action or ask the Vendor to incur any cost;

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(d) rescind this contract; or

(e) delay settlement,

because of any matter referred to in this Special Condition 3.

4 Encumbrances

4.1 Easements

The Purchaser:

(a) admits that the Property is sold subject to the provisions of the Act; and

(b) buys the Property subject to:

(i) all easements and encumbrances affecting the Property including those created or implied by the Act;

(ii) any service easements affecting the Common Property;

(iii) all relevant planning controls and restrictions on the use and/or development of the Property imposed by the planning scheme for the municipality in which the Property is situated, including in any Section 173 Agreement or any agreement registered or to be registered on the title to the Property under section 163 of the *Building Act 1993* (Vic) (as those agreements may be amended from time to time) and any other agreements entered into by the Vendor or any other entities with Authorities; and

(iv) the rights of the Vendor under Special Condition 4.2.

(c) The Purchaser must not make any requisition or objection, delay settlement or claim any compensation in relation to any matter referred to in this Special Condition 4.1.

4.2 Further encumbrances

The Purchaser acknowledges that the Vendor:

(a) may be required (and is entitled) to:

(i) grant leases or other occupation rights to third parties including, without limitation, statutory authorities, and suppliers of utilities; and

(ii) create or grant easements, covenants, restrictions and other rights and obligations;

(b) may enter into one or more Section 173 Agreements and record those Section 173 Agreements on the title to the Property; and

(c) is entitled to require that:

(i) the Transfer incorporate a covenant; or

(ii) the Purchaser create an easement or other restriction that will burden the Land,

if the covenant, easement or other restriction is, in the reasonable opinion of the Vendor, necessary or desirable for the development, use, occupation, proper management or adequate servicing of the Site or of any part of it.

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4.3 Sale of Land Act

Section 10(1) of the Sale of Land Act does not apply to this contract in respect of the final location of an easement shown on the certified Plan.

4.4 Section 173 Agreement

(a) The Purchaser acknowledges that it may be necessary or desirable for the Vendor to enter into Section 173 Agreements that affect the Site, including any which may be required by an Authority.

(b) The Purchaser irrevocably authorises the Vendor to:

(i) negotiate the terms of any Section 173 Agreement contemplated by this Special Condition 4.4; and

(ii) enter into and vary such agreements.

(c) The Purchaser must:

(i) not make any requisition or objection, rescind or terminate this contract, delay settlement or claim any compensation in relation to any act, matter or thing contained in or required by any Section 173 Agreement referred to in Special Condition 4.4(a); and

(ii) if required by the Vendor do all acts, matters and things including executing all consents, orders and applications necessary in order to have any Section 173 Agreement registered by the Registrar of Titles.

(d) Without limiting Special Conditions 4.4(a), 4.4(b) or 4.4(c), the Purchaser acknowledges that:

(i) the Responsible Authority may require a Section 173 Agreement as a condition of granting planning permission to subdivide any car parks as separate Lots which may only be capable of being transferred with another Lot in the Development;

(ii) any planning permission may include a requirement that such car parks may only be sold with the storage lot with which they are sold (if applicable); and

(iii) any Section 173 Agreement entered into as contemplated by this Special Condition 4.4 will not constitute a defect in title to the Property or to the Common Property.

4.5 Claims

The Purchaser must not make any requisition or objection, delay settlement or claim any compensation in relation to any matter referred to in this Special Condition 4.

5 Deposit

5.1 Payment of deposit

(a) The Purchaser must pay the Deposit to the Vendor's Lawyers or to the Vendor's Estate Agent, as nominated by the Vendor, within the time required by this contract, and for the Deposit to be held on trust for the Purchaser until registration of the Plan.

(b) The Purchaser agrees that the Vendor may (at its discretion) direct the Vendor's Estate Agent to transfer the Deposit to the Vendor's Lawyers.

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(c) If the Deposit is held by the Vendor's Lawyers, the Vendor may (but is not required to) direct the Vendor's Lawyers to invest the Deposit in a separate interest-bearing trust account at a Bank, in which case it unequivocally authorises the Vendor's Lawyers to invest the Deposit accordingly.

(d) If the Vendor gives the direction pursuant to Special Condition 5.1(c), the Purchaser authorises the Vendor's Lawyers to invest the Deposit in a separate interest-bearing trust account at a Bank.

5.2 Tax file number

(a) Unless the Purchaser has recorded in tax file number in the Particulars of Sale, within 7 days after the Day of Sale, the Purchaser must notify the Vendor's Lawyers in writing of its tax file number.

(b) Each party authorises the Vendor's Lawyers to give its tax file number to the Bank with which the Deposit is to be invested.

(c) The Vendor and the Vendor's Lawyers are under no obligation to provide to the Purchaser or the Purchaser's Legal Practitioner or Conveyancer a statement in respect of the interest earned on the Deposit. If the Purchaser requires this and the Vendor agrees to give it, it will pay the Vendor's Lawyer's reasonable costs associated with obtaining this statement.

(d) The parties must not make any claim on the Vendor's Lawyers for any matter arising out of this Special Condition 5.2.

5.3 Entitlement to interest

Interest will belong to the Vendor unless the Purchaser becomes entitled to a refund of the Deposit. If the Purchaser becomes entitled to a refund of the Deposit then Interest will belong to the Purchaser.

5.4 Stakeholder

The Vendor and the Purchaser hereby appoint each other as their lawful attorney for undertaking any action permitted or required under General Condition 12, and absolve the stakeholder from any liability for that action.

6 Bank Guarantee

6.1 Application

This Special Condition 6 will apply if, opposite the question 'Must the Purchaser deliver a Bank Guarantee?' in the Particulars of Sale, the word 'Yes' is circled or similarly marked, and the Vendor accepts a Bank Guarantee (which it may do at its absolute discretion).

6.2 Delivery of Bank Guarantee

(a) If this Special Condition 6 applies, the Purchaser must deliver to the Vendor's Estate Agent or the Vendor's Solicitors on the Day of Sale a Bank Guarantee for an amount equal to the Deposit.

(b) The Bank Guarantee must not have an expiry date.

(c) If the Vendor accepts a Bank Guarantee with an expiry date, such expiry date must be 6 months or more after the Registration Date.

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6.3 Effect of delivery

If the Purchaser complies with Special Condition 6.2, the Purchaser must pay the Deposit to the Vendor's Estate Agent or the Vendor's Solicitors on the first to occur of:

(a) the Settlement Date;

(b) the date that is 30 days before the Bank Guarantee expires; and

(c) any earlier date on which:

(i) the Vendor would be entitled to the release of the Deposit to it having regard to the provisions of this contract and section 27 of the Sale of Land Act 1962 (Vic);

(ii) the Vendor rescinds or otherwise terminates this contract for breach by the Purchaser; or

(iii) the Bank Guarantee becomes ineffective.

When the Purchaser pays the Deposit, the Vendor will return the Bank Guarantee.

6.4 Failure to deliver Bank Guarantee

If the Purchaser breaches Special Condition 6.2, the Purchaser must pay the Deposit to the Vendor's Estate Agent or the Vendor's Solicitors on the Day of Sale.

6.5 Vendor may draw on Bank Guarantee

If the Purchaser breaches Special Condition 6.3, the Vendor may direct the Vendor's Lawyers to draw on the Bank Guarantee. If the Vendor exercises its rights under this Special Condition 6.5, the amount paid by the Bank:

(a) will, to the extent of the payment, be deemed to satisfy the obligations of the Purchaser under Special Condition 6.3;

(b) must be held in accordance with Special Condition 5; and

(c) may be dealt with by the Vendor under General Condition 28.

6.6 No limitation of Vendor's rights

Nothing in this Special Condition 6 limits the rights of the Vendor if the Purchaser defaults under this contract.

6.7 Refund

Whenever the Purchaser is entitled to a refund of the Deposit under this contract, the Vendor must return the Bank Guarantee to the Purchaser.

7 The Plan

7.1 Conditional sale

This contract is subject to the condition subsequent that the Plan is registered by the Registration Date. The period between the day of sale and the Registration Date is the specified period for the purposes of section 9AE of the *Sale of Land Act 1962* (Vic).

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7.2 Vendor's endeavours

The Vendor will, at its own cost, endeavour to have the Plan certified, endorsed with a statement of compliance, and registered under Part 4 of the Act. The obligation arising pursuant to this Special Condition 7.2 will not be taken to require the Vendor to carry out or manage or arrange the carrying out of domestic building work.

7.3 Right to rescind

If the Plan is not registered by the Registration Date then, at any time after the Registration Date but before the Plan is registered:

(a) subject to Special Condition 7.3(b), the Vendor or the Purchaser may rescind this contract by notice in writing to the other at any time after the Registration Date;

(b) if the Vendor wishes to rescind this contract under Special Condition 7.3(a):

(i) the Vendor must give notice to the Purchaser notifying the Purchaser that the Vendor proposes to rescind the contract;

(ii) the Purchaser has the right to consent to the proposed rescission of this contract but is not obliged to consent;

(iii) the Vendor has a right to apply to the Supreme Court of Victoria for an order permitting the Vendor to rescind this contract; and

(iv) the Supreme Court of Victoria may make an order permitting the rescission of this contract if it is satisfied that the making of the order is just and equitable in the circumstances; and

(c) if this contract is rescinded under this Special Condition 7.3, the Vendor will promptly return the Deposit to the Purchaser.

7.4 No caveat

(a) The Purchaser must not lodge, or cause or allow any person claiming through it or acting on its behalf to lodge, a caveat over any certificate of title relating to the Site or the Property including, without limitation, any certificate of title that issues on registration of the Plan.

(b) Without limiting the rights of the Vendor under this Special Condition 7, the Purchaser irrevocably appoints the Vendor and the Vendor's Lawyer jointly and severally as the Purchaser's attorneys for the purpose of executing and lodging a withdrawal of any caveat lodged in breach of this Special Condition 7.4. This appointment will survive the rescission or termination of this contract by either party.

8 Vendor's right to terminate

8.1 Requirements

If:

(a) any requirement imposed by an Authority for the Plan, Works or other works on the Site is in the opinion of the Vendor too onerous to perform or accept; or

(b) at any time and for any reason the Vendor in its absolute discretion determines that construction of works on the Site or the Works will not proceed;

(c) the Vendor has not entered into a sufficient number of contracts of sale for Lots within an acceptable timeframe,

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the Vendor may elect to terminate this contract by notice in writing to the Purchaser. If the Vendor gives notice under this Special Condition 8.1, this contract will be at an end and all money paid by the Purchaser will be refunded.

8.2 Benefit of this special condition

Special condition 8.1 is for the benefit of the Vendor. Only the Vendor may give notice under it or waive the benefit of it.

8.3 No compensation

If this contract is terminated or rescinded by the Vendor under this Special Condition 8 neither party will have any right to compensation or damages against the other party as a result of the termination or rescission.

9 Natural surface level

(a) The Vendor notifies to the Purchaser that Earthworks may have to, or are proposed to, be carried out after the Day of Sale, but does not, at the Day of Sale, have details of all other Earthworks.

(b) The Purchaser must not make any requisition or objection, delay settlement, claim any compensation or withhold payment of the Price in respect of any Earthworks.

10 Alterations

10.1 Alterations to Plan or Development

(a) Subject to section 9AC of the *Sale of Land Act 1962* (Vic), the Vendor may make such alterations to the Plan that:

(i) may be necessary to:

(A) accord with surveying practice including allocating the same lot number to related Lots and amending the unit entitlement and unit liability to reflect the allocation of car spaces and storage areas; or

(B) comply with any requirement, recommendation or requisition of an Authority or of a consultant to the Vendor or a combination of them; or

(ii) in the opinion of the Vendor, are required for the development, use, staging, occupation, proper management or adequate servicing of the Site or of any part of it.

(b) The Purchaser acknowledges that the Vendor may before or after settlement:

(i) reduce the number of Lots in the Plan;

(ii) create additional Lots by:

(A) further subdividing any Lots in any stage of the Plan or other plan of subdivision; or

(B) reducing or increasing the area of the Common Property;

(iii) add or construct additional levels in the Development above the existing Development; and/or

(iv) change the address of the Property.

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(c) The Purchaser must, and must procure its successors, grant rights and give and make all consents, authorisations, directions and permissions to enable the Vendor to exercise its rights under Special Condition 10.1(b).

(d) If on the Day of Sale the Land is described as more than one Lot, the Vendor may consolidate those lots into one or more titles as the Vendor sees fit (but is not obliged to do so) and the Purchaser may not object to any such consolidation.

10.2 No objection by Purchaser

The Purchaser:

(a) must not make any requisition or objection, delay settlement, withhold money or claim any compensation:

(i) on the ground that the Plan as registered does not accord with the Plan;

(ii) because of a deficiency in the area or measurements of the Property or any alleged misdescription of the Land; or

(iii) in connection with the creation of additional Lots; or

(iv) in connection with any matter contemplated by Special Condition 10.1;

(b) must accept as identical with the Property the Lot on the Plan as registered that, subject to the rights of the Vendor under Special Condition 10.1, corresponds to the Property; and

(c) releases the Vendor from all liability for making alterations and/or amendments to the Plan.

10.3 Staging

The Vendor may elect in its absolute discretion to stage the Development and the Plan.

11 Owners Corporation

11.1 Establishment of Owners Corporation

The Purchaser acknowledges that the Vendor may as soon as practicable after the registration of the Plan and before the Settlement Date attend to the establishment of the Owners Corporation(s) and cause the Owners Corporation(s) to:·

(a) hold a meeting within the time prescribed by the *Owners Corporations Act 2006* (Vic);

(b) pass the special resolution needed to adopt Owners Corporation Rules;

(c) appoint a manager(s) for the Owners Corporation(s) and enter into management agreement(s) or contract(s) of appointment, and the Purchaser must not make any requisition or raise any objection concerning or in respect of such arrangements;

(d) pass any resolutions required in order to perfect the staging of the Development, the Plan or other plans of subdivision;

(e) determine what fees or levies will be payable by the owners of all lots on the Plan and the Purchaser acknowledges that as at the Day of Sale such fees and levies have not yet been determined;

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(f) pass any special resolution required to enable the fees payable by the members of any Owners Corporation(s) to any other Owners Corporation(s) to be collected by one or more Owners Corporation(s);

(g) insure the Development or any part thereof of which the Property is a part of for an adequate and proper amount with a reputable insurer;

(h) pass any resolution required for any necessary instrument of delegation to be entered into whereby certain functions and powers of any Owners Corporation(s) are delegated to the manager;

(i) pass any resolution necessary to enable any necessary leases, licence agreements or deeds to be entered into as referred to in this contract, or otherwise as required by the Vendor in its absolute discretion; and/or

(j) pass any resolution necessary in compliance with Parts 2-9 of the *Owners Corporations Act 2006* (Vic) and/or provide for the establishment of a committee.

11.2 Rules

(a) The Purchaser agrees that the Vendor may:

(i) create Owners Corporation Rules prior to the Settlement Date;

(ii) modify the Owners Corporation Rules or create additional Owners Corporation Rules without the consent of, or consultation with, the Purchaser;

(iii) procure the Owners Corporation(s) to grant a lease or licence with respect to any part of the Common Property; and

(iv) modify the lot liabilities and entitlements prior to registration of the Plan.

(b) The Purchaser must comply with all Owners Corporation Rules on and from Settlement Date.

(c) For the purposes of General Condition 21 the expression 'notice, order, demand or levy' includes any notice, order, demand or levy made or issued by any Owners Corporation(s).

(d) The Purchaser authorises the Vendor and/or the Owners Corporation(s) to do all that is necessary to adopt, register and modify the Owners Corporation Rules as contemplated by the Act, the *Owners Corporations Act 2006* (Vic) and the *Owners Corporation Regulations 2007* (Vic).

(e) The Purchaser will not make any requisition or objection, delay Settlement or claim any compensation because of:

(i) the Owners Corporation Rules; or

(ii) any additions to, variations of or deletions from the Owners Corporation Rules.

11.3 Encumbrances and restrictions

The Purchaser acquires its interest in the Common Property subject to all rights over the Common Property:

(a) contemplated, granted or to be granted under this contract;

(b) disclosed in the Plan;

(c) disclosed in the Vendor's Statement; and

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(d) of the Vendor to conduct works after settlement.

11.4 Other

The Purchaser agrees that:

(a) the Vendor and/or the Owners Corporation(s) may grant to the Vendor rights to erect and maintain signage and such rights are granted for the benefit of the Vendor in relation to the Building and other buildings around the Property;

(b) the Owners Corporation(s) may enter into a lease, licence or deed as required by the Vendor, including but not limited to for the purposes of car parking, plant or equipment that may be located on Common Property or any such other leases or licences or agreements as may be considered necessary or desirable by the Vendor for the Development;

(c) the Owners Corporation(s) may grant to third parties (including on an exclusive basis) rights to provide services or manage the provision of services to the Owners Corporation(s) or to lot owners or residents (including the Purchaser), including in relation to the supply of energy, telecommunications, maintenance or on-site letting services, and the Purchaser must not make any requisition or raise any objection concerning or in respect of such arrangements. The Purchaser must enter into any relevant agreements required by the Vendor to give effect to this Special Condition 11.4(c);

(d) the Owners Corporation(s) fees once determined by the Owners Corporation(s) shall be payable from and/or commence on such date as the Vendor determines; and

(e) the Owners Corporation(s) may establish a sinking fund for contribution by members of funding of non-recurrent maintenance and capital acquisitions and additional fees will be levied to the members in respect of a periodical contribution to the sinking fund, which fee has not yet been determined.

11.5 Rights

(a) Whilst the Vendor is registered or entitled to be registered as proprietor of one or more of the lots on the Plan or properties in the Site or nearby properties, the Purchaser must:

(i) vote against any resolution of the Owners Corporation(s) that would be prejudicial to the interests of the Vendor. The Purchaser acknowledges, without limitation, that any resolution that restricts, or adds to the cost of exercising, any of the rights of the Vendor under this contract will be prejudicial to the interests of the Vendor;

(ii) vote in favour of any resolution of the Owners Corporation(s) that is proposed by the Vendor and the effect of which is to facilitate the exercise of, or to secure, the Vendor's rights under this contract, including under Special Condition 10.1(b); and

(iii) not exercise its rights as a member of the Owners Corporation(s) contrary to the reasonable directions of the Vendor from time to time.

(b) The Purchaser acknowledges that after registration of the Plan and before settlement, the Vendor as owner of all Lots on the Plan may vote in favour of resolutions of the Owners Corporation(s) to:

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(i) grant rights and give and make all consents, authorisations, directions and permissions for the management and administration of the Owners Corporation(s) and the Common Property;

(ii) grant rights, including by way of lease, licence or easement over the Common Property to purchasers or occupiers of a Lot or in connection with the Vendor, the Builder or others undertaking work on the Site;

(iii) do anything to give effect to the Vendor exercising its rights under Special Condition 10.1(b);

(iv) further subdivide or dispose of the Common Property or any Lots under section 32 or any other provision of the Subdivision Act; and

(v) grant and give effect to the rights of the Vendor and others contemplated or intended by this contract,

and the Purchaser consents to the Vendor voting on resolutions contemplated by this Special Condition 11.5(b) and causing the Owners Corporation(s) to grant such rights over the Common Property as the Vendor sees fit.

11.6 General

(a) Fees imposed by the Owners Corporation for general administration, maintenance, insurance, rates and taxes and other recurrent obligations of the Owners Corporation must be adjusted between the Vendor and the Purchaser in accordance with General Condition 15.

(b) The Purchaser must not make any requisition or raise any objection concerning or in respect of the Owners Corporation.

11.7 Inconsistencies with the Owners Corporations Act

If the *Owners Corporations Act 2006* (Vic) applies, to the extent that any provision of this contract is contrary to or inconsistent with anything in the *Owners Corporations Act 2006* (Vic):

(a) that provision must be read down;

(b) the *Owners Corporations Act 2006* (Vic) prevails; and

(c) the parties must comply with their obligations under the *Owners Corporations Act 2006* (Vic).

12 Branding

(a) The Purchaser acknowledges that the Vendor may retain branding and naming rights for the Development.

(b) After registration of the Plan the Vendor may cause a special resolution to be passed at the first meeting of the Owners Corporation resolving to grant the Vendor or its Related Body Corporate a lease on the part of the Development required by the Vendor or its Related Body Corporate for signage and branding of the Development and to retain all branding and naming rights for the Development.

(c) Without limiting Special Conditions 12(a) or 12(b), the Vendor or its Related Body Corporate may at any time and without reference to the Purchaser vary the naming and branding of the Development.

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13 Building

13.1 Purchaser acknowledgments

The Purchaser acknowledges that:

(a) this contract is not a building contract or a Major Domestic Building contract; and

(b) the Vendor is not a builder; and

(c) the obligation of the Vendor is to deliver the Property to the Purchaser on the Settlement Date subject to the conditions of this contract and compliance by the Purchaser with its obligations under this contract.

13.2 Building contract

The Vendor has entered or will enter into a separate Building contract which is a Major Domestic Building contract with a Builder for the construction of the Building on the Land substantially in accordance with:

(a) the Building Plans; and

(b) the Fittings and Finishes Schedule in accordance with the Optional Finish selected by the Purchaser.

13.3 Purchaser warranties

The Purchaser warrants that:

(a) it has viewed the Building Plans and the Fittings and Finishes Schedule and has satisfied itself as to all matters referred to in them; and

(b) it will not make any objection requisition or claim any compensation, rescind or determine this contract or delay settlement as a result of any matter contained in or arising out of the Building Plans or the Fittings and Finishes Schedule.

13.4 Display suite

(a) The Vendor may establish a display suite on the Site or elsewhere for the purpose of marketing activities.

(b) The Purchaser acknowledges that:

(i) the Vendor makes no representation that the display suite was or is constructed in accordance with the Fittings and Finishes Schedule; and

(ii) the display suite is not intended to replicate the Property and the Property may differ from the display suite including in relation to size, materials, fittings and finishes.

13.5 Marketing materials

(a) The Purchaser acknowledges that:

(i) any photographs and other images created for the marketing of the Development are for illustrative purposes only and must not be relied upon by the Purchaser including without limitation, all colours, finishes, depictions of landscaping and laneways and other representations or images used in marketing materials;

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(ii) the Vendor has no control over developments by parties unrelated to the Vendor of property surrounding or nearby the Development;

(iii) the furniture depicted in marketing materials will not be provided by the Vendor; and

(iv) the development of property surrounding or nearby the Development may affect the actual views that will be available from the Development when it is completed.

(b) The Purchaser may not make any requisition or objection, rescind or terminate this contract, claim compensation or delay completion of this contract because of any views depicted in the Vendor's marketing materials which differ from the actual views that will be available from the Development when it is completed.

(c) The description of areas and measurements appearing in any marketing material are approximations only and may differ from the actual areas and measurements on completion of the Development.

(d) The area and dimensions of any display suite or model of the Development are not representative of actual area or dimensions of any Lot (or part thereof) or the Common Property.

(e) The information contained in any marketing material is for illustrative purposes only and is subject to change. Statements, figures, calculations, plans images and representations are indicative only.

(f) The information contained in marketing material is a guide only and does not constitute an offer, inducement, representation, warranty or contract

13.6 Purchaser acknowledgements

The Purchaser acknowledges that:

(a) any improvements on the Property may be subject to or require compliance with the *Building Regulations 2006* and any other relevant Law under which the improvements were constructed. Any failure to comply with any one or more of those Laws does not constitute and will not be deemed to constitute a defect in the Vendor's title;

(b) the Vendor may carry out the Works in stages;

(c) it does not rely on any representation or warranty of any nature made by or on behalf of the Vendor or the Vendor's agents, consultants and advisors concerning the state of repair and condition of the Property;

(d) subject to Special Condition 13.11, it purchases the Property subject to all faults and defects both latent or patent and that the Vendor has not and no person on the Vendor's behalf has made any warranty or representation in relation to those matters;

(e) the Vendor may make alterations or variations to the Works and the Building Plans without reference to the Purchaser; and

(f) any dimensions or measurements shown on the Building Plans or Fittings and Finishes are included for information purposes only, are estimates only and may be altered by the Vendor or its Builder.

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13.7 Variations

(a) The Vendor may, from time to time, at its discretion vary or change the construction details, appliances, fixtures, fittings, finishes, Building Plans or Fittings and Finishes Schedule.

(b) The Vendor will endeavour to make substitutions, variations or changes with a like or similar quality, article or finish and the Vendor may make any other alterations or variations it deems necessary to the Building Plans, the Fittings and Finishes Schedule or the Works arising from any requirement of any Authorities or its architect's recommendations or otherwise.

(c) Should any of the finishes or fittings described in the Building Plans or the Fittings and Finishes Schedule be unavailable to the Vendor, the Builder or their agents and contractors, the Vendor may select at its discretion alternatives of similar quality.

(d) The Vendor's variations under this Special Condition 13.7 may include:

(i) substitution of the fixtures, fittings, finishes and appliances specified in the Building Plans, the Fittings and Finishes Schedule or identified in any marketing materials;

(ii) changes in the size or design of balconies or other similar structures;

(iii) any changes as result of site conditions encountered in the execution of the Development; or

(iv) variations which the Vendor's architect considers (in its absolute discretion) to be desirable or necessary to comply with good building practice.

13.8 Market demand

The Purchaser acknowledges that the Vendor intends to proceed with and complete the Works in response to market demand and that the timing for commencement and completion of construction of the Works will be determined by the Vendor in its sole and unfettered discretion.

13.9 Works deemed completed

The Works are deemed to have been completed and, subject to Special Condition 13.11, the Vendor will have no further obligations when the Occupancy Permit issues.

13.10 Access

(a) Subject to General Condition 22, the Purchaser must not, without the Vendor's prior written consent, enter the Site before settlement.

(b) The Purchaser releases the Vendor for any injury or loss caused to the Purchaser arising from a breach by the Purchaser of this Special Condition 13.10.

13.11 Rectification of defects

(a) The Purchaser acknowledges that an Occupancy Permit may issue notwithstanding defects in the Works on the Property.

(b) The Purchaser must give the Vendor notice of what it considers to be defects in materials or workmanship in the Works on the Property after the Settlement Date and no later than 90 days after the Settlement Date. The Purchaser may give the Vendor not more than three notices under this Special Condition.

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(c) The Vendor will use reasonable endeavours to procure that actual defects in the Works on the Property notified to it by the Purchaser in accordance with Special Condition 13.12(b) are rectified and made good by the Builder as soon as reasonably practicable after receipt of such notification.

(d) The Purchaser must provide access to the Property after settlement to the Builder, the Vendor and their nominees during the hours of 8 am to 5 pm on Monday to Saturday, excluding public holidays, or such other times as the Builder or Vendor may nominate in their absolute and unfettered discretion, to enable them to attend to rectification works.

(e) The Purchaser must comply with all directions, procedures and communications from the Vendor, the Builder and their nominees to ensure that rectification works are completed in an orderly and effective manner.

13.12 No objection by the Purchaser

(a) Without limiting the Vendor's obligations under Special Condition 13.11, the Purchaser must not make any requisition or objection, delay or postpone settlement or request or demand the holding back or retention of any part of the balance of the Price payable as security on the basis that:

(i) there has been a variation, alteration or substitution to the Building Contract, the Building Plans or the Fittings and Finishes Schedule;

(ii) parts of the Development or the Site have not been completed; or

(iii) there is a dispute as to the quality or standard of the finish of the Works, the fittings and/or the finishes.

(b) Without limiting the Vendor's obligations under Special Condition 13.11, the Purchaser must not make any requisition or objection, delay settlement or claim compensation in relation to any matter arising from this Special Condition 13.

13.13 No claim by the Purchaser

To the extent allowed by Law, the Purchaser is not entitled to make any claim on the Vendor in relation to any defects in material or workmanship in the construction of the Property or in relation to defects.

13.14 Occupancy permit

(a) If the Occupancy Permit does not issue by the Registration Date, the Vendor may, at any time after the Registration Date, but before the Occupancy Permit issues, by notice in writing to the Purchaser, rescind this contract.

(b) If the Vendor wishes to exercise its rights under Special Condition 13.14(a):

(i) the Vendor must give notice to the Purchaser notifying the Purchaser that the Vendor proposes to rescind the contract;

(ii) the Purchaser has the right to consent to the proposed rescission of this contract but is not obliged to consent;

(iii) the Vendor has a right to apply to the Supreme Court of Victoria for an order permitting the Vendor to rescind this contract; and

(iv) the Supreme Court of Victoria may make an order permitting the rescission of this contract if it is satisfied that the making of the order is just and equitable in the circumstances.

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(c) If this contract is rescinded under this Special Condition 13.14, the Vendor will promptly return the Deposit to the Purchaser.

13.15 Optional Finishes

The Works include the Optional Finish and colour scheme as selected by the Purchaser on the Day of Sale in the Particulars of Sale. If the Purchaser does not select an Optional Finish and/or a colour scheme on the Day of Sale, the Purchaser will be deemed to have chosen the default finish and/or colour scheme determined by Vendor from time to time in its absolute discretion.

13.16 Natural Products and other finishes

(a) The Purchaser acknowledges and agrees that the materials:

(i) used in the construction of the Property may comprise natural products (such as stone, timber and the like);

(ii) may exhibit variations in the shade, colour, texture, surface, finish, markings or the like that contain natural fissures, lines, indentations or the like, and may fade or change colour over time;

(iii) may expand, contract, or distort over time as a result of exposure to heat, cold, weather, or the like;

(iv) may mark or stain if exposed to certain substances;

(v) may be damaged or disfigured by impact or scratching or other means; and

(vi) may be subject to shade variations and manufacture batching (for example in carpet, tiles and other finishes).

(b) The Purchaser agrees that the matters in Special Condition 13.16(a) do not constitute a defect in the Property.

(c) The Purchaser warrants that it will not make any objection, requisition or claim nor rescind, terminate or delay settlement because of any matter connected with or arising out of this Special Condition 13.16.

14 Assignment

The Purchaser must not assign or otherwise deal with this contract or any right under this contract without the prior written consent of the Vendor.

15 Nomination

15.1 Notice

A notice to the Vendor that the Purchaser nominates a Substitute Transferee will be invalid unless:

(a) it is in the form of the Nomination Form properly completed with all of the relevant details executed by the Purchaser, the Substitute Transferee and if applicable the Guarantors;

(b) it is given not less than 10 Business Days before the Settlement Date; and

(c) it is accompanied by:

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(i) a statement (and if required by the Vendor, evidence such as a deed) from the Purchaser and the Substitute Transferee that:

(A) they are both jointly and severally bound by this contract;

(B) the Deposit is given by both Purchaser and the Substitute Transferee, and the Vendor, Vendor's Lawyers and the Vendor's agents are authorised, if they elect to do so, to transfer the Deposit into a new interest-bearing trust account or rename the existing interest-bearing trust account accordingly; and

(C) the Substitute Transferee is not obliged by the *Takeovers Act* to furnish notice to the Treasurer of the Commonwealth of Australia of its intention to acquire an interest in the Property;

(ii) a photocopy of the executed forms and statutory declarations required by the Victorian State Revenue Office to give effect to the nomination;

(iii) if the Substitute Transferee is a body corporate to which Special Condition 28.1 applies, a guarantee and indemnity which complies with the requirements of Special Condition 28 except for changes necessary by reason of the nomination; and

(iv) a written acknowledgement from the Guarantor that the nomination of the Substitute Transferee does not vitiate the Guarantor's obligations.

15.2 When nomination is not allowed

(a) No nomination is allowed if the Purchaser defaults.

(b) No further nomination is allowed if the originally named Purchaser has validly nominated a Substitute Transferee.

16 Electronic Signature

(a) The parties consent to this contract being signed by or on behalf of a party by an Electronic Signature.

(b) Where this contract is Electronically Signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

(c) This contract may be electronically signed in any number of counterparts which together will constitute the one document.

(d) Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

(e) Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

17 Electronic Conveyancing

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17.1 Electronic Settlement and lodgement

Settlement and lodgement of the instruments necessary to record the Purchaser as registered proprietor of the Land will be conducted electronically in accordance with the ECNL.

17.2 Application of clause

Where this Special Condition 17 applies:

(a) it has priority over any other provision of this contract to the extent of any inconsistency; and

(b) without limiting Special Condition 17.2(a), each party agrees that if this contract requires the physical preparation, signing, delivery or payment of anything, that thing must be done within or using the Electronic Workspace rather than physically to the extent necessary to enable Settlement to be conducted electronically.

17.3 Where cannot proceed electronically

(a) A party must immediately give notice to the other party if it reasonably believes that Settlement and lodgement can no longer be conducted electronically.

(b) This Special Condition 17 ceases to apply:

(i) from when that notice is given, if notice is given by the Vendor; or

(ii) from when that notice is given, if notice is given by the Purchaser at least 10 Business Days before the Settlement Date.

17.4 ECNL obligations

Each party must:

(a) be, or engage solicitors who are, a subscriber for the purposes of the ECNL;

(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the ECNL; and

(c) conduct the transaction in accordance with the ECNL.

17.5 Electronic Workspace provisions

(a) The Vendor will open the Electronic Workspace as soon as reasonably practicable.

(b) The setting of a specific date or time for settlement in an Electronic Workspace is not of itself a promise to, or representation that a party will, settle on that date or time.

17.6 When Settlement occurs

Settlement does not occur unless and until the Electronic Workspace records that:

(a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or

(b) if there is no exchange of funds or value, the documents necessary to enable the Purchaser to become registered proprietor of the Land have been accepted for electronic lodgement.

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17.7 Mistaken payments

Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.

17.8 Completion of Electronic Workspace

Each party must do everything reasonably necessary in the Electronic Workspace to enable Settlement to occur on the Settlement Date.

17.9 No default

(a) If settlement fails and cannot occur by 5.00pm on the Settlement Date because a computer system operated by the Titles Office (Victoria), the Reserve Bank of Australia, State Revenue Office (Victoria) or the ELNO is inoperative, neither party is in default under this contract, but each party must do all things necessary to effect settlement by no later than 5.00 pm on the next Business Day.

(b) A party is not in default under this contract to the extent it is prevented from complying with an obligation because the other party or the other party's financial institution has not done something in the Electronic Workspace.

17.10 Costs

If required by the Vendor, the Purchaser must reimburse the Vendor on the Settlement Date any fee charged by the ELNO to effect the Settlement.

18 Assignment, mortgage or charge by Vendor

18.1 Vendor's rights

The Vendor has the right to:

(a) mortgage the Site or the Property, whether or not the Plan has registered; and

(b) assign or novate any of its rights, privileges, benefits or obligations under this contract, whether by way of security or absolute assignment.

18.2 Purchaser's obligation

(a) If at any time the Vendor (in its sole and unfettered discretion) directs the Purchaser in writing to do so, the Purchaser must, within the reasonable time required by the Vendor, execute:

(i) a deed in the form prepared by the Vendor assigning or novating this contract to another entity; and

(ii) a vendor's statement in the form prepared by the other entity.

(b) If this contract is novated or assigned to another entity, the Purchaser:

(i) must within 14 days of being requested to do so, do whatever is necessary to give that third party the benefit of the Deposit provided by the Purchaser including if necessary delivering a new Bank Guarantee in favour of the other entity;

(ii) perform the obligations imposed upon the Purchaser under this contract in favour of the party who is or becomes registered proprietor of the Land or to whom the Vendor's rights under this contract are assigned; and

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(iii) will not make a claim, enquiry, requisition or demand against the Vendor in respect of this Special Condition 18 or any matter arising from this Special Condition 18.

(c) If, despite Special Condition 18.1, the other entity requires evidence that the Purchaser consents to the exercise of the Vendor's rights under this Special Condition 17:

(i) the Vendor may give notice of this requirement to the Purchaser; and

(ii) the Purchaser must promptly execute any consent required by the third party.

18.3 Obligations essential

The Purchaser's obligations under this Special Condition 18 are essential.

19 Pre-Settlement Inspection

(a) The Purchaser and/or another person authorised by the Purchaser may inspect the Property by making an appointment with the Vendor's Estate Agent. The Vendor will make the Property available for inspection at the time and on the day nominated by the Vendor during the 14 days preceding and including the Settlement Date (or during another period specified by the Vendor). The Vendor reserves the right to impose conditions on the Purchaser's inspection to ensure inspection of all lots in the Development take place in a safe and orderly manner.

(b) Notwithstanding Special Condition 19(a), the Purchaser's rights to rectification of defects are set out in Special Condition 13.11.

20 Access for post-settlement matters

(a) The Purchaser acknowledges and agrees that:

(i) not all of the lots on the Plan may be sold or settled before the Settlement Date;

(ii) the Vendor may conduct marketing activities in or about the land in the Plan and the Site generally for the marketing of unsold lots on the Plan and for the marketing of previous (if any) or future developments involving, among other things, placing signs and other marketing material on lots and or dwellings (except the Property, unless the Purchaser agrees otherwise) and using dwellings for display purposes (**Marketing Activities**) after the Settlement Date;

(iii) there may be continuing surveying, engineering and construction works on the land in the Plan (**Ongoing Works**) and the Vendor or Builder may need access to the Property to carry out the Ongoing Works after Settlement Date; and

(iv) the Vendor (and its contractors) and the Builder (and its contractors) may:

(A) be obliged to carry out maintenance, construction, rectification and repair works after the Settlement Date to buildings and dwellings constructed on other lots in the Plan (**Repair Works**); and

(B) be undertaking construction or Repair Works on a lot adjacent to the Property (**Construction Works**),

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and may need access to the Property to carry out those works.

(b) The Purchaser grants to the Vendor (and its contractors) and the Builder (and its contractors) a right to access the Property (but only where reasonably necessary) to carry out the Ongoing Works and the Repair Works.

(c) The Purchaser must not make any objection or requisition, or bring any claim or action against either the Vendor or the Builder as a consequence of anything relating to:

(i) the Ongoing Works, Repair Works or Construction Works and any access rights exercised by the Vendor in respect of them and any inconvenience, nuisance, noise, dust, vibration or loss of amenity that may result from the Ongoing Works, Repair Works or Construction Works; and

(ii) the Marketing Activities and any inconvenience that may result from them.

21 Planning applications

The Purchaser must do all things reasonably directed by the Vendor to assist the Vendor in connection with its proposed use, development and/or subdivision of the whole or any part of the Site, including but not limited to:

(a) signing and making available all documents, objections, submissions and/or applications as directed by the Vendor in connection with the Vendor's proposed use, development and/or subdivision of the whole or part of the Site (including all planning, subdivision and associated applications); and

(b) not objecting to any action, application or submission made by the Vendor or to be made by the Purchaser at the direction of the Vendor in connection with the Vendor's proposed use, development and/or subdivision of the whole or any part of the Site.

22 Adjustments

22.1 Payment

If, on the Settlement Date an Outgoing has been assessed on the Property or on the Site but not paid, the Purchaser will settle and will not require that the Vendor pay the assessment before it is due.

22.2 Apportionment

Despite anything to the contrary in General Condition 15.1, any Outgoing for which the Property is not separately assessed at the Settlement Date will be adjusted between the Vendor and the Purchaser:

(a) on the basis that the amount to be apportioned between them is the proportion of the Outgoing equal to the proportion which:

(i) the lot liability of the Property bears to the total liability of all of the lots on the Plan; or

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(ii) the surface area of the Property bears to the surface area of the land that is subject to the assessment; or

(b) on such other basis, as the Vendor may reasonably direct on or before the Settlement Date.

22.3 Land tax

(a) The Purchaser acknowledges that the State Revenue Office will or may:

(i) group the Property together with other property owned by the Vendor and related entities; and

(ii) assess land tax against the Vendor based upon the aggregate unimproved value of all such property.

(b) Despite that on a single holding basis no land tax may be assessable in relation to the Property, on the Settlement Date the adjustment of land tax in accordance with Special Condition 22.2 will be made at the rate then payable by the Vendor in the year that settlement occurs irrespective of whether land tax would be payable if the Land were owned by the Purchaser.

(c) This Special Condition **Error! Reference source not found.** is subject to Special Condition 22.4.

22.4 Land Tax – Threshold Amount

(a) Application

(i) This Special Condition 22.4 only applies if on the Day of Sale this contract provides for a Sale Price below the Threshold Amount.

(ii) If this Special Condition 22.4 applies, it prevails to the extent of inconsistency with any other provision of this contract.

(b) Land tax

(i) The Purchaser is not required under this contract to pay an amount for or towards any tax for which the Vendor is or may become liable in respect of the Land under the Land Tax Act 2005 (Vic).

(ii) Special Condition 22.4(b)(i) shall not impact on any obligation of the Purchaser to pay an amount for or towards any Outgoing, other than tax for which the Vendor is or may become liable in respect of the Land under the Land Tax Act 2005 (Vic).

(c) Definitions

In this Special Condition 22.4:

(i) **Sale Price** means 'sale price', as that term is defined in section 10G(3) of the Sale of Land Act 1962 (Vic); and

(ii) **Threshold Amount** means ‘threshold amount’, as that term is defined in section 10I of the Sale of Land Act 1962 (Vic).

22.5 Special levies and supplementary rates

(a) The Purchaser must pay to the Vendor as an increase to the Price, any special land tax, special fee, charge, supplementary rate or Outgoing struck or levied on the Vendor or the Property before, on or after the Day of Sale payable or paid by the

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Vendor including by or to the Owners Corporation or under the *Owners Corporation Act 2006* (Vic). The special fee, charge, supplementary rate or Outgoing will not be subject to apportionment between the Vendor and the Purchaser.

(b) If any supplementary rate or Outgoing is levied on the Purchaser or the Property after Settlement, the Purchaser must pay that supplementary rate or Outgoing on time to the relevant Authority.

22.6 Owners Corporation certificate

If required by the Vendor, the Purchaser must pay, by way of adjustment, the cost of obtaining the Owners Corporation certificate prior to settlement.

22.7 Insurance premiums

The Purchaser must pay to the Vendor, as an increase to the Price, the amount paid or payable by the Vendor to or on behalf of the Owners Corporation in respect of premiums for insurances required to be effected under the *Owners Corporation Act 2006* (Vic), the Act or the *Owners Corporation Regulations 2007* (Vic) (whichever applies). The premium will not be subject to apportionment between the Vendor and the Purchaser.

22.8 Statement of adjustments

(a) Subject to Special Condition 22.8(d), the Purchaser must prepare the statement of adjustments for the purposes of calculating the adjustment to the Price under General Condition 15 and this Special Condition 22.

(b) The Purchaser must deliver the proposed statement of adjustments to the Vendor or the Vendor's Lawyers for the Vendor's approval at least 5 Business Days before the Settlement Date. The Purchaser must make any changes to the statement of adjustments reasonably required by the Vendor.

(c) If the Purchaser breaches Special Condition 22.8(b):

(i) the Vendor will not be obliged to settle until 5 Business Days after the date on which the Purchaser delivers the statement of adjustments to the Vendor or the Vendor's Lawyers; and

(ii) the Purchaser must, at settlement, pay interest under General Condition 26 from the Settlement Date.

(d) Despite Special Conditions 22.8(a) and 22.8(b), the Vendor may elect to prepare the statement of adjustments (even after it has received the Purchaser's proposed statement of adjustments) in the form required by the Vendor, in which case:

(i) it may submit the statement of adjustments to the Purchaser at any time up to 1 day before the Settlement Date;

(ii) the Vendor's statement of adjustments will be used in lieu of the Purchaser's proposed statement of adjustments; and

(iii) except in the case of manifest error, the Vendor's statement of adjustments will be accepted by the Purchaser.

(e) The Vendor may, after settlement, make any further adjustments or re-adjustments to the Price if in the Vendor's opinion:

(i) the statement of adjustments prepared for settlement was incorrect; or

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(ii) the Outgoings which were (or ought to have been) subject to adjustment change, or are expanded or reduced.

(f) This Special Condition 22 does not merge in the transfer of the Property but will continue in full force and effect.

23 Supply of services

23.1 Vendor may make arrangements

(a) The Vendor may, but is not obliged to, cause the connection and provision of the following services to the Property prior to the Settlement Date:

(i) electricity, water or gas supply;

(ii) telecommunication services (for example, cable television);

(iii) Wi-Fi, intranet and internet services;

(iv) technology; and/or

(v) communications.

(b) If the Vendor does not enter into an arrangement for, or cause, the connection and provision of services in accordance with Special Condition 23.1(a), the Purchaser remains responsible for the connection of all services to the Property and the Vendor is not obliged to connect any services to the Property.

(c) If the Vendor enters into an arrangement, or causes, the connection and provision of services in accordance with Special Condition 23.1(a):

(i) the Vendor may pay the supply charge and/or a connection fee in respect of such arrangement, connection or provision to the Property and on the Settlement Date, the Purchaser must reimburse the Vendor the charges and fees referred to in Special Condition 23.1(a) in addition to the Price; or

(ii) the Vendor may require the Purchaser to pay the supply charge and/or the connection fee in respect of such arrangement, connection or provision to the Property on the Settlement Date, to the Vendor or to the supplier direct, in addition to the Price.

23.2 Embedded networks

(a) The Purchaser acknowledges that:

(i) some or all of the services referred in Special Condition 23.1(a), or other similar utilities or services, may be supplied to the Property through an embedded network;

(ii) the Vendor may arrange or procure the entry into a service agreement between the Owners Corporation and an embedded network service provider for the provision of the relevant supply through the embedded network; and

(iii) the embedded network service provider may be granted occupation rights over the Common Property.

(b) The Purchaser must not make any requisition or objection, rescind or terminate this contract, delay settlement or claim any compensation as a result of the arrangements contemplated by this Special Condition 23.

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24 Vendor not liable for fencing costs

For so long as the Vendor is registered as the proprietor of any land adjoining the boundaries of the Property, the Purchaser and the Vendor agree that the proportions for contribution to the cost of erecting any dividing fences or walls, including any sums for liabilities which the Vendor may (whether or not it is aware of any) have incurred with any adjoining owners, to be borne by each of them pursuant to the *Fences Act 1968* (Vic) shall be 100% (Purchaser) and 0% (Vendor) respectively.

25 Restriction on further sale

(a) Unless the Purchaser has obtained the prior written approval of the Vendor (which approval may be given or withheld in the Vendor's absolute discretion), the Purchaser must not sell or otherwise dispose of the Property before Settlement.

(b) If the Vendor approves a sale of the Property by the Purchaser, the Purchaser must procure the new purchaser or transferee to prepare and deliver to the Vendor a deed in the form required by the Vendor at its absolute discretion under which the new purchaser or transferee agrees:

(i) to be bound by specified provisions of this contract;

(ii) to procure any subsequent purchaser to comply with this Special Condition 25; and

(iii) the sale agreement must include this Special Condition 25 in its entirety; and

(iv) to pay the Vendor's costs of ensuring that the Purchaser has fulfilled its obligations in respect of this Special Condition 25.

(c) The Purchaser agrees to keep the Vendor indemnified against all claims incurred by the Vendor and arising in respect of the matters set out in this Special Condition 25(including failure by the Purchaser to comply with this Special Condition).

26 Settlement and transfer

26.1 Goods

Property in the Goods does not pass to the Purchaser until all money payable under this contract is paid by the Purchaser.

26.2 Duty documents

(a) At least 3 Business Days before the Settlement Date, the Purchaser must:

(i) complete its section of the DOL Form; and

(ii) sign the DOL Form and make it ready and available for signature by the Vendor.

(b) The Purchaser acknowledges that if the document referred to in Special Condition 26.2(a) gives the Vendor a choice as to a method of calculation, the Vendor will make that choice at its absolute discretion despite anything to the contrary in this contract.

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(c) The third sentence of General Condition 6 does not apply to this contract.

(d) The Purchaser acknowledges and agrees that:

(i) neither the Vendor nor anyone acting on its behalf has made any warranty to the Purchaser as to the duty payable by the Purchaser in connection with the sale and transfer of the Property and that the Purchaser has made its own enquiries and investigations;

(ii) if an amount of duty was estimated by the Vendor or its agent and that estimate was made known to the Purchaser, the Purchaser warrants to the Vendor that it did not rely on that estimate and instead made its own assessment when entering into this contract;

(iii) the Vendor will not be obliged to provide the Purchaser with a copy of the relevant stamp duty declaration required by the Commissioner of State Revenue earlier than one week prior to the Settlement Date;

(iv) it is liable to pay any amount of duty assessed on the sale and transfer of the Property;

(v) it will not make any objection, requisition or claim nor delay settlement because of the amount of duty assessed; and

(vi) it indemnifies the Vendor against any duty, interest and costs or any of them that become payable in respect of this contract or the transaction effected by this contract and any nomination which the Purchaser may choose to make.

26.3 Payment

Any payment due under this contract must be made by a draft or cheque drawn by a Bank or, if the parties agree, by electronically transferring the payment in the form of cleared funds.

26.4 Purchaser obliged to settle

(a) It is a fundamental term of this contract that if at the Settlement Date any dispute arises or has arisen in relation to:

(i) the Works;

(ii) any matter referred to in these Special Conditions;

(iii) the quality or standard of the Goods; or

(iv) the quality or standard of the fittings and finishes of the Property,

the Purchaser must not make any objection or requisition and is not entitled to delay or postpone settlement.

(b) The Purchaser must not delay or postpone settlement or request or demand the holding back or retention of any part of the balance of the Price payable as security on the basis:

(i) that parts of the Works (including works to the Common Property) have not been completed; or

(ii) there is a dispute as to the quality or standard of the finish of the Works.

27 Depreciation

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

(b) The Purchaser warrants that it has made its own enquiries as to the matters referred to in Special Condition 27(a) and does not rely upon anything stated by or on behalf of the Vendor.

(c) If an amount of depreciation was estimated by the Vendor or its agent and the estimate was made known to the Purchaser, the Purchaser warrants to the Vendor that it did not rely on that estimate and instead made its own assessment.

28 Guarantee

28.1 Execution

If the Purchaser is a corporation (other than a corporation listed on the main board of the Australian Stock Exchange), each person who signs this contract on behalf of the Purchaser:

(a) warrants that he or she is duly authorised to sign this contract on behalf of the Purchaser; and

(b) must ensure that:

(i) all the directors and all the shareholders; and

(ii) the Ultimate Holding Company (if any),

of the Purchaser execute the Guarantee.

28.2 Delivery of guarantee

The Guarantee, executed in accordance with Special Condition 28.1, must be delivered to the Vendor or the Vendor's Lawyers on the Day of Sale.

28.3 Application

This Special Condition does not limit the application of General Condition 19.

29 Default

29.1 Particular obligations

If:

(a) the Purchaser breaches:

(i) Special Condition 5.1; or

(ii) Special Condition 28.2; or

(b) an Insolvency Event occurs,

despite General Condition 27, the Vendor may immediately terminate this contract by notice in writing to the Purchaser at any time after the breach or Insolvency Event subsists. The

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Vendor is not required to give the Purchaser an opportunity to remedy the breach or Insolvency Event before it terminates this contract under this Special Condition 29.1.

29.2 If Vendor terminates

If the Vendor terminates this contract under Special Condition 29.1:

(a) the Deposit will be forfeited to the Vendor as its absolute property; and

(b) General Condition 12.2 will apply as if the Vendor had given notice under General Condition 27 and General Condition 28.2 applied.

29.3 Time remains of the essence

The Purchaser's obligation to pay interest under General Condition 26 does not mean that time is not of the essence for the performance of the Purchaser's obligations under this contract.

29.4 Additional losses and expenses

If the Purchaser breaches this contract, the Purchaser, in addition to paying interest under General Condition 26, must pay or reimburse the Vendor each of the following on the Vendor's demand:

(a) accommodation, storage and removalist costs incurred by the Vendor;

(b) all fees, costs and expenses incurred by the Vendor in relation to the sale of the Property to the Purchaser, including agent's commissions and marketing expenses;

(c) the cost of obtaining bridging finance or other credit accommodation to complete the Vendor's purchase of another property, and interest, charges, fees, commissions and other expenses (including legal fees) charged on the bridging finance or other credit accommodation;

(d) interest, charges and other expenses payable by the Vendor under any existing mortgage, charge or other encumbrance over the Property, calculated from the Settlement Date;

(e) all legal costs and expenses incurred by the Vendor;

(f) penalties and any other expenses payable by the Vendor through any delay in settlement of the Vendor's purchase of another property; and

(g) if the Property is registered in the name of the Vendor at midnight on 31 December following the Settlement Date, all of the land tax assessed charged and levied on the Vendor in respect of the Property after the Settlement Date.

The Purchaser acknowledges that each of these losses and expenses is a reasonably foreseeable loss to the Vendor for the purposes of General Condition 25(a).

29.5 Other rights unaffected

Nothing in this Special Condition 29 limits the rights of the Vendor if the Purchaser defaults under this contract.

30 Purchaser FIRB approval

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30.1 Completion of particulars

(a) The Purchaser represents and warrants that it understands the requirements of the Takeovers Act when entering into this contract.

(b) The Purchaser must notify the Vendor on the Day of Sale whether or not the Purchaser is required to obtain approval under the *Takeovers Act* to acquire the Property by checking the relevant box in the Particulars of Sale.

30.2 Purchaser FIRB approval

(a) This Special Condition 30.2 only applies if the Purchaser is required to obtain approval under the *Takeovers Act* to acquire the Property (**Purchaser FIRB Approval**) (as indicated by the Purchaser ticking the box marked "Yes" in the section titled "FIRB Approval" in the Particulars of Sale).

(b) This contract is subject to and conditional upon the Purchaser obtaining the Purchaser FIRB Approval.

(c) The Purchaser warrants to the Vendor that the Purchaser will:

(i) within 3 Business Days after the Day of Sale apply for Purchaser FIRB Approval for its purchase of the Property if it has not already done so;

(ii) provide the Vendor or the Vendor's Lawyer with a copy of the Purchaser's application for Purchaser FIRB Approval and other material submitted with its application;

(iii) use its best endeavours to obtain Purchaser FIRB Approval as soon as possible and in any event by the FIRB Approval Date;

(iv) within 3 Business Days of receiving a response to the Purchaser's request for Purchaser FIRB Approval, provide the Vendor or the Vendor's Lawyer with a copy of the response; and

(v) notify the Vendor or the Vendor's Lawyer if it has not obtained Purchaser FIRB Approval or its application for Purchaser FIRB Approval has been rejected, within the time required by this Special Condition 30.

(d) By 5:00 pm on the earlier of:

(i) 7 days after receipt of notice from the Authority; and

(ii) the FIRB Approval Date,

the Purchaser must give notice to the Vendor or the Vendor's Lawyer that:

(iii) the Purchaser FIRB Approval has not been obtained by the Purchaser; or

(iv) the Purchaser FIRB Approval has been obtained by the Purchaser.

(e) If:

(i) the Purchaser has not obtained Purchaser FIRB Approval by the FIRB Approval Date;

(ii) the Purchaser has notified the Vendor or the Vendor's Lawyer that it has not obtained Purchaser FIRB Approval; or

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(iii) by the date in Special Condition 30.2(d), the Purchaser has not notified the Vendor or the Vendor's Lawyer that it has or has not obtained Purchaser FIRB Approval,

this contract may be terminated by either party by notice in writing to the other party.

(f) If this contract is terminated in accordance with Special Condition 30.2(e):

(i) the Deposit will be refunded to the Purchaser (but not any interest earned on the Deposit);

(ii) neither party will have any further liability to the other in relation to this contract, but the Purchaser is not released from liability in connection with any breach of this Special Condition 30 and the Vendor is entitled to deduct from the Deposit paid or draw on the Bank Guarantee an amount equivalent to such liability, before refunding the Deposit under Special Condition 30.2(f)(i); and

(iii) the Purchaser is not entitled to claim any compensation or damages.

30.3 Purchaser warranty

(a) Subject to Special Condition 30.1, the Purchaser warrants to the Vendor that:

(i) the Purchaser has not breached the *Takeovers Act* in entering into this contract; and

(ii) the Purchaser has obtained:

(A) any authority of the Reserve Bank of Australia required under the Banking (Foreign Exchange) Regulations 1959 (Cth); and

(B) any other approval required from any Authority under any other Law,

to enter into this contract.

(b) Without limiting Special Condition 30.3(a), if required by the Vendor, the Purchaser must supply to the Vendor all information which may be required under the *Takeovers Act*, and the Vendor may supply all that information to the Treasurer of the Commonwealth of Australia in accordance with the *Takeovers Act*. The Purchaser warrants that all information it supplies is true and correct in every particular.

(c) If any of the warranties in Special Condition 30.3(a) are untrue in any way:

(i) the Purchaser will be in default under this contract;

(ii) if this contract does not proceed to settlement as a consequence of the Purchaser's breach of the warranty, the Deposit paid by the Purchaser will be forfeited to the Vendor as its absolute property; and

(iii) the Purchaser indemnifies the Vendor against all loss (including consequential loss) suffered by the Vendor as a result of the breach of the warranty.

31 Indemnity

The Purchaser indemnifies the Vendor against all expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against the Vendor) that the Vendor may sustain or incur as a result, whether directly or indirectly, of any breach of this contract by the Purchaser including, but not limited to, a breach in respect of which the Vendor exercises a right to terminate this contract.

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32 Privacy

Each party (other than the Vendor) consents to its Personal Information being collected, used and/or disclosed by the Vendor.

33 GST Withholding

(a) Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) (**Tax Act**) or in *A New Tax System* (**Goods and Services Tax**) *Act 1999* (Cth) have the same meaning in this Special Condition 33 unless the context requires otherwise.

(b) This Special Condition 33 will only apply if:

(i) the Purchaser is required to pay the Commissioner of Taxation an amount in accordance with section 14-250 of Schedule 1 to the Tax Act (**Amount**) because the Property is New Residential Premises or Potential Residential Land in either case falling within the parameters of that section; or

(ii) if the sale of the Property attracts the operation of section 14-255 of Schedule 1 to the to the Tax Act.

(c) Nothing in this Special Condition 33 is to be taken as relieving the Vendor from compliance with section 14-255 of Schedule 1 to the Tax Act.

(d) The Amount is to be deducted from the Vendor's entitlement to the Price whether or not the Vendor provides the Purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act.

(e) The Vendor must pay to the Purchaser at settlement such part of the Amount as is represented by non-monetary Consideration.

(f) The Purchaser must:

(i) engage a legal practitioner or conveyancer (**Representative**) to conduct all the legal aspects of settlement, including the performance of the Purchaser's obligations under the Tax Act and this Special Condition 33; and

(ii) ensure that the Representative does so.

(g) The Purchaser must instruct the Representative to:

(i) pay, or ensure payment of, the Amount to the Commissioner of Taxation in the manner required by the Commissioner of Taxation and as soon as reasonably and practicably possible, from moneys under the control or direction of the Representative in accordance with this Special Condition 33 on settlement of the sale of the Property;

(ii) promptly provide the Vendor with evidence of payment, including any notification or other document provided by the Purchaser to the Commissioner of Taxation relating to payment; and

(iii) otherwise comply, or ensure compliance, with this Special Condition 33, despite:

(A) any contrary instructions, other than from both the purchaser and the Vendor; and

(B) any other provision in this contract to the contrary.

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(h) The Representative is taken to have complied with the requirements of Special Condition 33(g) if:

(i) settlement is conducted in accordance with Special Condition 17; and

(ii) the Amount is included in the settlement statement requiring payment to the Commissioner of Taxation in respect of this transaction.

(i) The Purchaser may at settlement give the Vendor a bank cheque for the Amount in accordance with section 16-30 (3) of Schedule 1 to the Tax Act, but only if:

(i) so agreed by the Vendor in writing; and

(ii) the settlement is not conducted in accordance with Special Condition 17.

(j) If the Purchaser gives the bank cheque in accordance with Special Condition 33(i), the Vendor must:

(i) immediately after settlement provide the bank cheque to the Commissioner of Taxation to pay the Amount in relation to the supply; and

(ii) give the Purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the Purchaser gives the Vendor the bank cheque.

(k) If settlement is conducted in accordance with Special Condition 17, the Vendor and the Purchaser will be taken to have complied with their respective obligations under Special Conditions 33(i) and 33(j) if the ELNO workspace used for settlement specifies payment of the Amount to the bank account nominated by the Commissioner of Taxation in the settlement statement.

(l) The Purchaser is responsible for any penalties or interest payable to the Commissioner of Taxation on account of non-payment or late payment of the Amount, except to the extent that:

(i) the penalties or interest arise from the Vendor's failure; or

(ii) the Purchaser's reasonable belief that the Property is neither New Residential Premises nor Potential Residential Land requiring the Purchaser to pay an Amount to the Commissioner of Taxation in accordance with section 14-250(1) of Schedule 1 to the Tax Act.

(m) The Vendor is responsible for any penalties or interest payable to the Commissioner of Taxation on account of non-payment or late payment of the Amount if either exception in Special Condition 33(l) applies.

34 Notices

34.1 Notices must be given by authorised signatories

(a) Any notice given or made by a party under or in connection with this contract must be in writing and signed by that party by an authorised signatory of that party.

(b) A person is an authorised signatory if he or she is a director of the relevant party or is authorised in writing by that party.

(c) Any notice by email is taken to be signed by the named sender.

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34.2 Giving notices

Any notice given under this contract is only given if:

(a) it is in writing; and

(b) either:

(i) delivered or posted to that party at its address and marked for the attention of the relevant department or person (if any); or

(ii) sent by email to that party at its email address and marked for the attention of the relevant department or person (if any),

set out in the Particulars of Sale.

34.3 Change of address or email address

If a party gives each other party three business days' notice of a change of its address or email address, any notice is only given to that party if delivered or posted to its latest address or email address.

34.4 Time notice is given

Any notice is to be treated as given at the following time:

(a) if it is delivered, when it is left at the relevant address;

(b) if it is sent by post, two (or in the case of a notice posted to another country, nine) business days after it is posted; or

(c) if sent by email, on the date of transmission, or if sent on a non-business day to the recipient's address, on the next business day, and provided that the sender's email software from which the email was sent records a successful transaction.

If any notice is given on a day that is not a business day or after 5.00pm on a business day in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next business day. If the sender's email software indicates that the notice was received after 5.00pm it shall be deemed to have been received on the following day.

34.5 Notice to and from legal practitioners

(a) Any notice by a party under this contract may be given and may be signed by the Vendor's Lawyer or the Purchaser's Lawyer (as applicable).

(b) Without limiting other addresses for service, a notice under this contract may properly be served on the Purchaser’s Lawyer whether or not their details are stated in the Particulars of Sale.

35 Trust

(a) If the Purchaser acts as trustee of a trust, the Purchaser enters into this contract personally and in its capacity as trustee of that trust.

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

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(c) If the Purchaser acts as trustee of a trust for the purposes of purchasing or acquiring the Property, the Purchaser must, within 3 Business Days of the Vendor's demand, give the Vendor a copy of the trust deed and all other documents relating to the trust.

(d) The Purchaser warrants to the Vendor that:

(i) it is the sole trustee of the trust and no action has been taken to remove or replace it;

(ii) it has power under the trust deed to execute and perform its obligations under this contract;

(iii) the copies of the trust deed and any other documents relating to the trust and the constitution of the Purchaser have been delivered to the Vendor are true copies of those documents as in force at the Day of Sale, they contain full particulars of all the terms of the trust and they have not been modified;

(iv) all necessary action has been taken to authorise the execution and performance of this contract under the trust deed and the constitution of the Purchaser;

(v) this contract is executed and all transactions relating to this contract are or will be entered into as part of the due and proper administration of the trust and are or will be for the benefit of the beneficiaries;

(vi) it is not in default under the trust deed;

(vii) no vesting date for the trust fund has been determined;

(viii) it has complied with all fiduciary obligations directly or indirectly imposed on it;

(ix) it has a right to be indemnified out of the assets of the trust in respect of all of its obligations and liabilities incurred by it under this contract; and

(x) each of the warranties contained in this Special Condition 35 will remain true as long as this contract remains in force.

(e) Except with the prior written consent of the Vendor, the Purchaser must:

(i) ensure that the trust deed is not varied, terminated or revoked;

(ii) not retire as trustee of the trust or appoint any new or additional trustee;

(iii) not default in its duties as trustee of the trust;

(iv) not exercise any power to appoint new beneficiaries or class of beneficiaries;

(v) not vest or distribute or advance any capital of the trust to any beneficiary;

(vi) not sell any of the property of the trust except in the ordinary course of the ordinary conduct of its business; and

(vii) not do anything which effects or facilitates the resettlement of the trust funds.

36 General

36.1 Approvals and consent

Except as otherwise set out in this contract, a party may give or withhold an approval or consent in that party's absolute discretion and subject to any conditions determined by that

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party. A party is not obliged to give reasons for giving or withholding a consent or approval or for giving a consent or approval subject to conditions.

36.2 Costs

Unless otherwise agreed by the parties in writing, each party must pay its own costs in relation to preparing, negotiating and executing this contract and any related document.

36.3 Entire agreement

This contract constitutes the entire agreement between the parties in relation to its subject matter. No party can rely on an earlier document, or anything said or done by another party, or by a director, officer, agent or employee of that party, before this deed was executed.

36.4 Execution of separate documents

This contract is properly executed if each party executes either this document or an identical document. In the latter case, this contract takes effect when the separately executed documents are exchanged between the parties.

36.5 Exercise of rights

A party may exercise a right, power or remedy separately or concurrently with another right, power or remedy available to it at law or under this contract. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or of any other right, power or remedy and a failure by a party to exercise, or delay by a party in exercising, a right, power or remedy does not prevent its exercise.

36.6 Further acts

Each party must at its own expense promptly execute all documents and do, or use reasonable endeavours to cause a third party to do, all things that another party from time to time may reasonably request in order to give effect to, perfect or complete this contract and all transactions incidental to it.

36.7 Governing law and jurisdiction

This contract is governed by the law of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

36.8 Indemnities

Except as otherwise set out in this contract, each indemnity in this deed is a continuing obligation, separate and independent from the other obligations of the indemnifying party and survives termination of this contract.

36.9 No authority to act

Except as otherwise set out in this contract, no party has any power or authority to act for or to assume any obligation or responsibility on behalf of another party, to bind another party to any agreement, negotiate or enter into any binding relationship for or on behalf of another party or pledge the credit of another party.

36.10 Relationship

Except as otherwise set out in this contract, this deed does not create a relationship of employment, trust, agency or partnership between the parties.

INFORMATION ONLY

36.11 Rights cumulative

Except as otherwise set out in this contract, the rights of a party under this deed are cumulative with and in addition to any other rights available to that party under this contract, any other document or by law and nothing in this deed excludes any such rights.

36.12 Severability

Each provision of this contract is individually severable. If any provision is, or becomes illegal, unenforceable or invalid in any jurisdiction it is to be treated as being severed from this deed in the relevant jurisdiction, but the rest of this deed will not be affected and the legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

36.13 Successors and assigns

This contract continues for the benefit of, and binds, a successor in title of a party, including a person to whom a party's rights and obligations are assigned in accordance with the requirements of this deed.

36.14 Time of essence

Time is of the essence for the performance by each party of its obligations under this contract.

36.15 Variation

Except as otherwise set out in this contract, no variation of this contract will be of any force or effect unless it is in writing and signed by each party to this contract.

36.16 Waiver

A waiver of any right, power or remedy under this contract must be in writing signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion.

INFORMATION ONLY

ANNEXURE A - GUARANTEE AND INDEMNITY

TO: The Vendor named and described in the Schedule hereto (hereinafter called "the Vendor" which expression shall where the context so admits be deemed to mean and include the Vendor and his transferees successors and assigns).

IN CONSIDERATION of the Vendor at the request of the Guarantor named and described in the Schedule hereto (hereinafter called "the Guarantor") having agreed to enter into the within written Contract of Sale (hereinafter referred to as "the Contract") with the Purchaser named and described in the Schedule hereto (hereinafter called "the Purchaser") for the purchase of the land described in the Schedule hereto for the consideration specified in the Contract the Guarantor **HEREBY** for himself his heirs successors and assigns **GUARANTEES** to the Vendor the payment of each and all sums of money interest duties penalties and damages which the Purchaser may be or hereafter may become liable to pay (including future and contingent liabilities) arising from the breach of the Contract or which may arise out of under pursuant to or as a consequence of the Contract including but not limiting the generality of the foregoing all and any claims suits actions demands and penalties by the Commissioner of State Revenue for the State of Victoria or any other person or authority having jurisdiction in respect of the payment of any stamp duties or penalties (hereinafter referred to as "the guaranteed moneys") and the due and punctual performance and observance by the Purchaser of each and every of the terms conditions and obligations contained in the Contract **AND** the Guarantor **FURTHER AGREES:**-

1. That to the extent (if any) that the Guarantee herein set out may be void or unenforceable by reason of the fact that all or any of the obligations of the Purchaser pursuant to the Contract may not be or may cease to be enforceable against the Purchaser the Guarantor **AGREES** for himself his heirs successors and assigns to **INDEMNIFY** the Vendor in respect of any loss damage costs or expenses suffered by or occasioned to the Vendor as a result of any failure by the Purchaser to pay all or any of the guaranteed moneys or as a result of any failure by the Purchaser to duly and punctually perform and observe all or any of the terms conditions and obligations contained in the Contract.

2. That this Guarantee and Indemnity shall be a continuing guarantee and indemnity and accordingly shall be irrevocable and shall remain in full force and effect until all of the guaranteed moneys have been paid to the Vendor and all of the terms conditions and obligations contained in the Contract have been duly and punctually observed and performed by the Purchaser.

3. That the liability of the Guarantor hereunder shall not be affected by:-

   (i) the insolvency death or supervening contractual incapacity of the Purchaser or Guarantor, the administration in equity or otherwise of the estate or assets in whole or in part of the Purchaser or Guarantor as the case may be or where either the Purchaser or Guarantor is a Corporation the entering into of any scheme of arrangement or composition with creditors by or the appointment of a liquidator, official manager, receiver or receiver and manager to the Guarantor or the Purchaser;

   (ii) the granting of time, credit or any indulgence or concession to the Purchaser of and compounding or compromise, release, abandonment, waiver, variation, relinquishment or renewal of any rights of the Vendor against the Purchaser or by any neglect or omission to exercise any such rights; or

   (iii) the transfer or assignment of the benefit of these presents to any person to whom the whole or any part of the interest of the Vendor in the Contract has been transferred or assigned (whether at the same or at different times);

   (iv) the conveyance of the land sold and purchased pursuant to the Contract and referred to therein by the Vendor to the Purchaser if at that time the provisions of Clause 2 hereof have not been complied with.

INFORMATION ONLY

4. That this Guarantee and Indemnity is in addition to and not in substitution for any other security which the Vendor may hold in respect of the Contract and may be enforced without first having recourse to any such security and without taking any steps or proceedings against the purchaser whether pursuant to the Contract or such security or otherwise notwithstanding that any other security or the Contract shall be in whole or in part unenforceable by reason of any rule of law or equity.

5. That in the event of the Purchaser becoming bankrupt or assigning his estate for the benefit of creditors or where the Purchaser is a Corporation in the event of the liquidation of the Purchaser the Guarantor will not prove in such bankruptcy assignment or liquidation in competition with the Vendor to prove for all moneys which it has paid hereunder and to retain any amounts received until the Vendor shall with the aid thereof have been paid one hundred cents in the dollar in respect of all the guaranteed moneys.

6. That this Guarantee and Indemnity will render the Guarantor liable to reimburse the Vendor for any moneys which the Vendor may have to pay or elect to pay to any liquidator official manager or Trustee in Bankruptcy of the Purchaser in response to any claim by such liquidator official manager or Trustee in Bankruptcy for payment to him of any moneys received by the Vendor from the Purchaser pursuant to or in relation to the Contract.

7. Any notice or demand hereunder may be signed on behalf of the Vendor personally or when the Vendor is a Corporation by any of its officers or by his or its Solicitors and may be served on the Guarantor by delivering the same or by posting the same to the Guarantor at the address of the Guarantor shown herein or at the address of the registered office of the Guarantor in the State of Victoria for the time being and if posted the same shall be deemed to have been served on the day following the date of posting whether actually received or not **PROVIDED HOWEVER** that the making of a demand shall not be a condition precedent to the liability of the Guarantor.

8. A certificate signed by the Vendor or his Solicitors or when the Vendor is a Corporation by any Director Manager Secretary or Attorney for the time being of or for the Vendor stating that an amount owing hereunder by the Guarantor at the date or dates specified therein or stating any other failure by the Purchaser to observe and perform any of the terms conditions and obligations contained in the Contract as at any date or dates specified therein shall be prima facie evidence of the facts stated therein.

9. That if the Vendor conveys or transfers the land sold and purchased pursuant to the Contract and referred to therein to the Purchaser and the Purchaser grants to the Vendor a Mortgage of the said land to secure the payment of any moneys then payable to the Vendor pursuant to the Contract the Guarantor agrees to execute a further Deed of Guarantee in a form containing the terms and conditions contained in these presents so far as the same are appropriate to secure the observance and performance by the Purchaser of its obligations pursuant to the said Mortgage.

10. Where there are two or more guarantors the agreements and obligations on the part of the Guarantors herein have effect as joint and several agreements and obligations and shall bind their respective personal representatives or successors and a reference to the Guarantor is also a reference to any one or more of all of the persons who execute this Guarantee.

11. Where the Guarantor is a firm or otherwise consists of more than one person the liability of the Guarantor hereunder shall be deemed to be the joint and several liability of the partners in the firm or of such persons as aforesaid.

12. For the purposes of the construction of this Guarantee and Indemnity expressions importing the masculine gender shall include the feminine and neuter genders and the singular number shall include the plural.

13. If the Purchaser has purchased the subject matter of the Contract as agent for an undisclosed principal and exercises any right whether under the Contract or otherwise to give to the Vendor a notice effectively binding the Purchaser and the principal by which the Purchaser discloses the principal and the principal ratifies the agency and the Contract and agrees with the Vendor to be bound by every term condition and other stipulation of the

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Contract as if named as a purchaser therein this Deed shall nevertheless enure for the benefit of the Vendor to the intent that thereafter any reference in this Deed to the Purchaser shall be deemed to include a reference to the principal.

14. The proper law of this Guarantee and Indemnity shall be the law of the State of Victoria.

INFORMATION ONLY

SCHEDULE

DATED **_____2020**

VENDOR: **CHEW LOON TAN**

PURCHASER(S): _____ _____

PROPERTY: Lot ☐

on the Plan

GUARANTOR _____ of _____
[insert name] [insert address]

_____ of _____
[insert name] [insert address]

Executed as a Deed:

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

.....
(Signature of Witness)

.....
Name of Witness (block letters)

.....
Address of Witness (block letters)

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

.....
(Signature of Witness)

.....
Name of Witness (block letters)

.....
Address of Witness (block letters)

INFORMATION ONLY

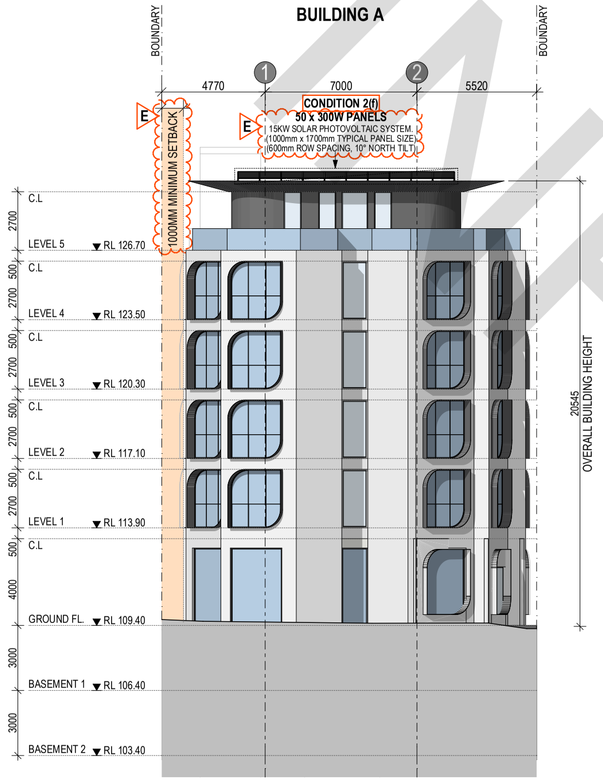
ANNEXURE B – EARTHWORKS

Any works contemplated by the Plan, the Building Plans and other materials to this Contract that will affect changes to the natural surface level of the land.

INFORMATION ONLY

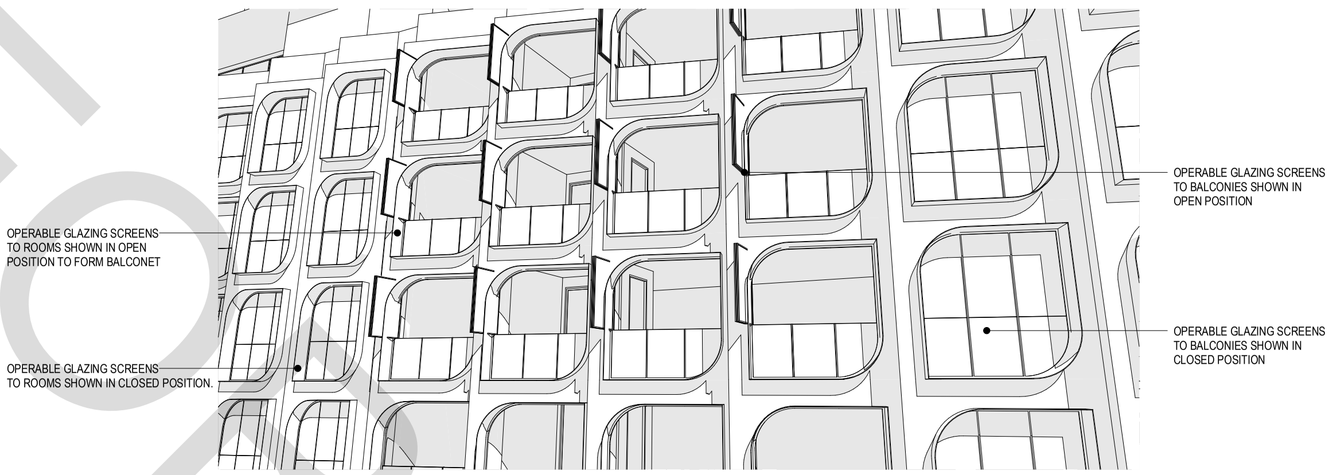
INFORMATION ONLY

E CONDITION 2(f)
REQUIREMENTS CONTAINED WITH THE SUSTAINABLE MANAGEMENT PLAN & WSUD RESPONSE IN ACCORDANCE WITH CONDITION 4;



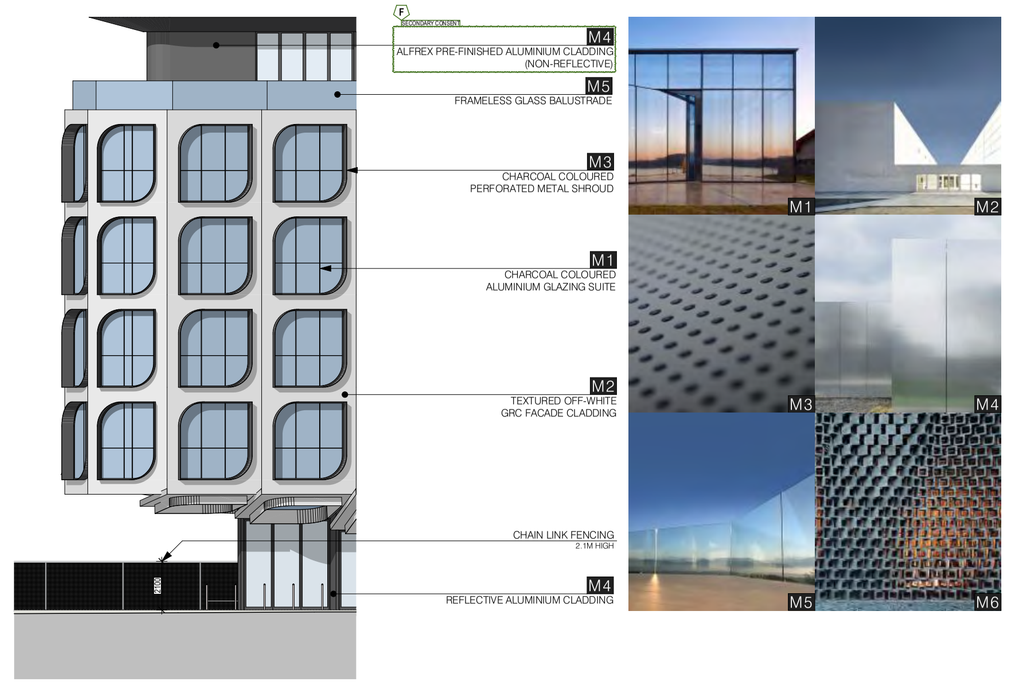
N
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NORTH ELEVATION
SCALE @ A1 - 1:200



-

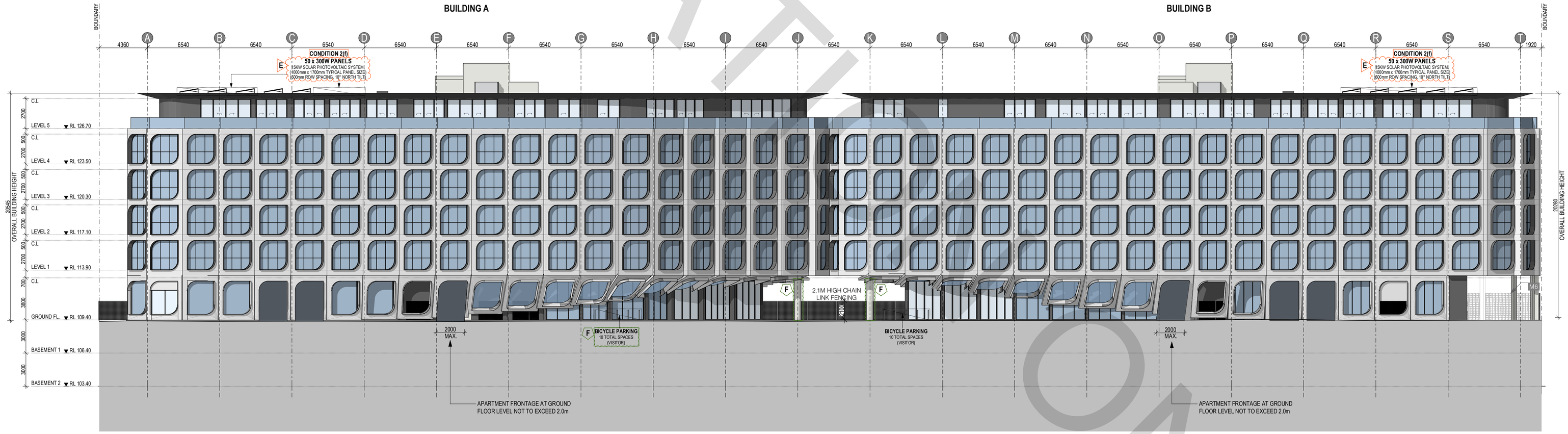
TYPICAL FACADE DETAIL
SCALE @ A1 -



M
-

MATERIAL PALETTE

BUILDING A **BUILDING B**



W
-

WEST ELEVATION
SCALE @ A1 - 1:200

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C	RESPONSE TO COUNCIL RFI	27.02.2019
D	FOR DISCUSSION	21.06.2019
E	CONDITION 2 RESPONSE	26.06.2020
F	CONDITION 2 / SECONDARY CONSENT	23.09.2020

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PROJECT NO. 231-D2
SCALE @ A1 1:200 @ A1
PROJECT LOCATION 240 HIGH STREET THOMASTOWN
CHECKED BY JC
PROJECT NAME **240 HIGH STREET**
DRAWING TITLE **ELEVATIONS**
REVISION **F**
DRAWING NO. **TP14**

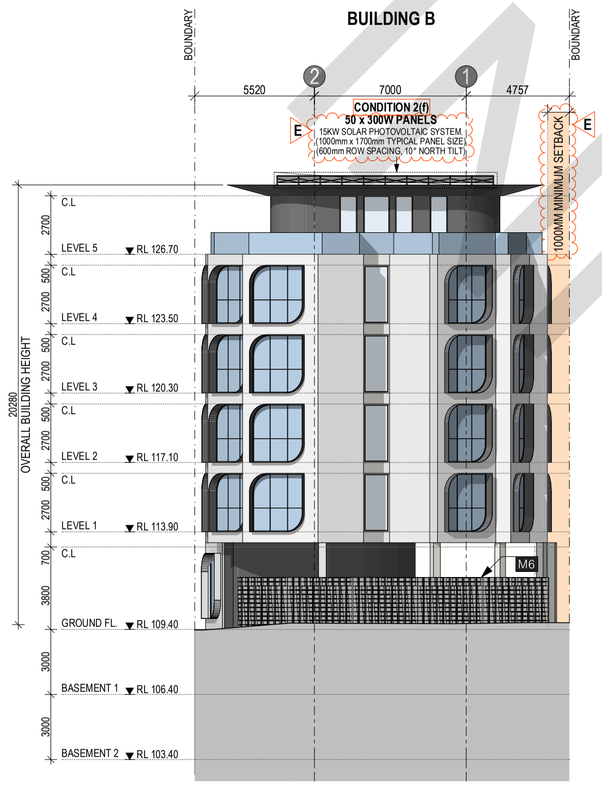
HACHEM

TOWN PLANNING

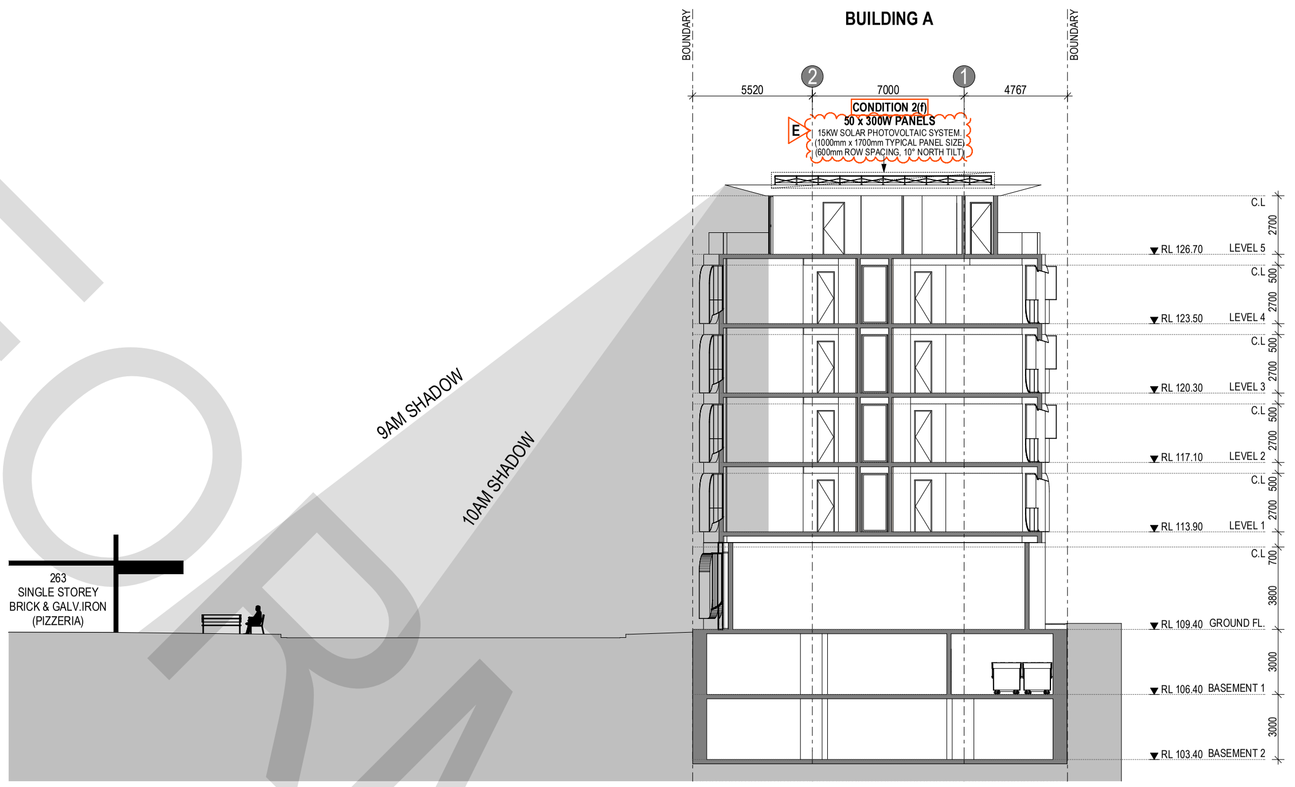
CORNETTA PARTNERS ARCHITECTS

INFORMATION ONLY

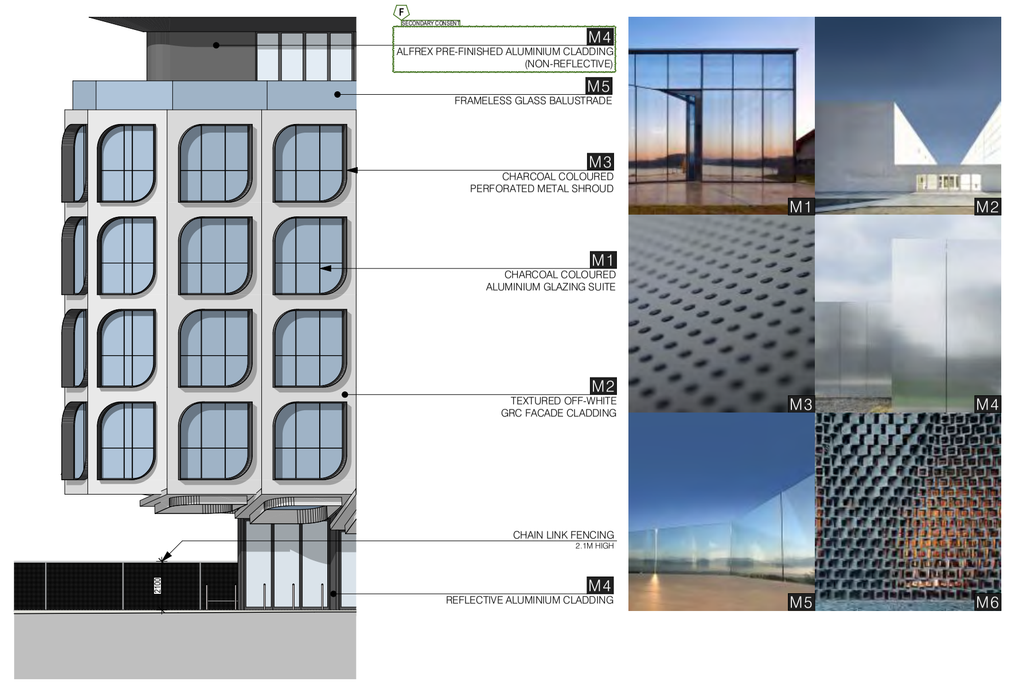
E **CONDITION 2(f)**
REQUIREMENTS CONTAINED WITH THE SUSTAINABLE MANAGEMENT PLAN & WSUD RESPONSE IN ACCORDANCE WITH CONDITION 4;



S
-
SOUTH ELEVATION
SCALE @ A1 - 1:200



A
-
SECTION A - 9AM / 10AM SHADOW DIAGRAMS
SCALE @ A1 - 1:200



M
-
MATERIAL PALETTE



E
-
EAST ELEVATION
SCALE @ A1 - 1:200

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F	CONDITION 2 / SECONDARY CONSENT	23.09.2020

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PROJECT NO.
231-D2

SCALE @ A1
1:200 @ A1

PROJECT LOCATION
240 HIGH STREET
THOMASTOWN

CHECKED BY
JC

PROJECT NAME
240 HIGH STREET

DRAWING TITLE
ELEVATIONS 2

REVISION
F

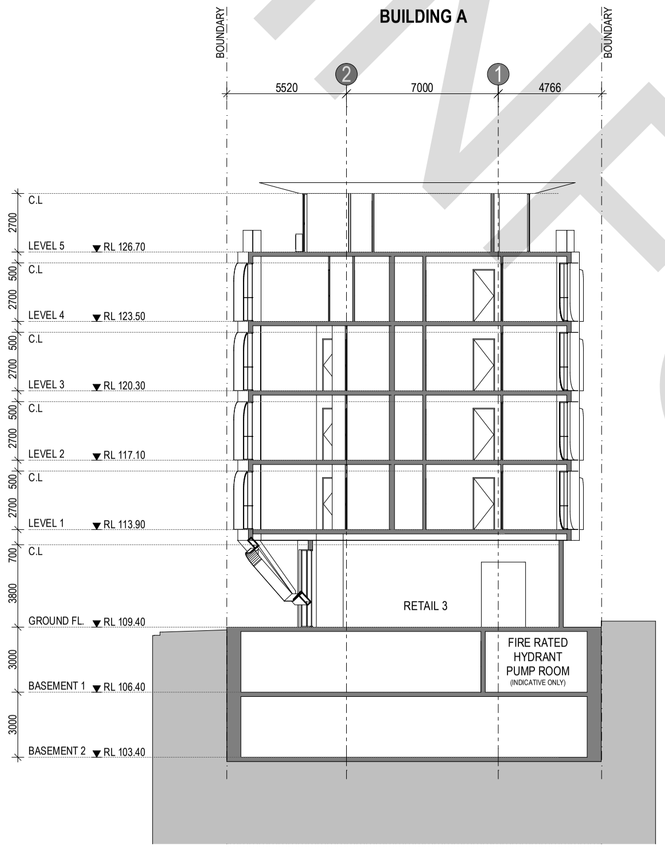
DRAWING NO.
TP15

HACHEM

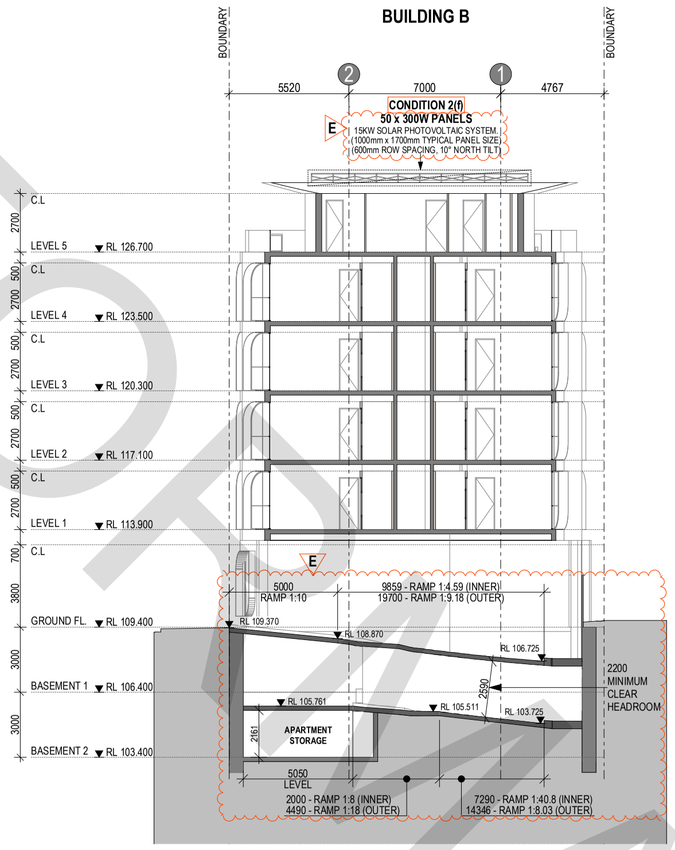
TOWN PLANNING

CORNETTA
PARTNERS
ARCHITECTS

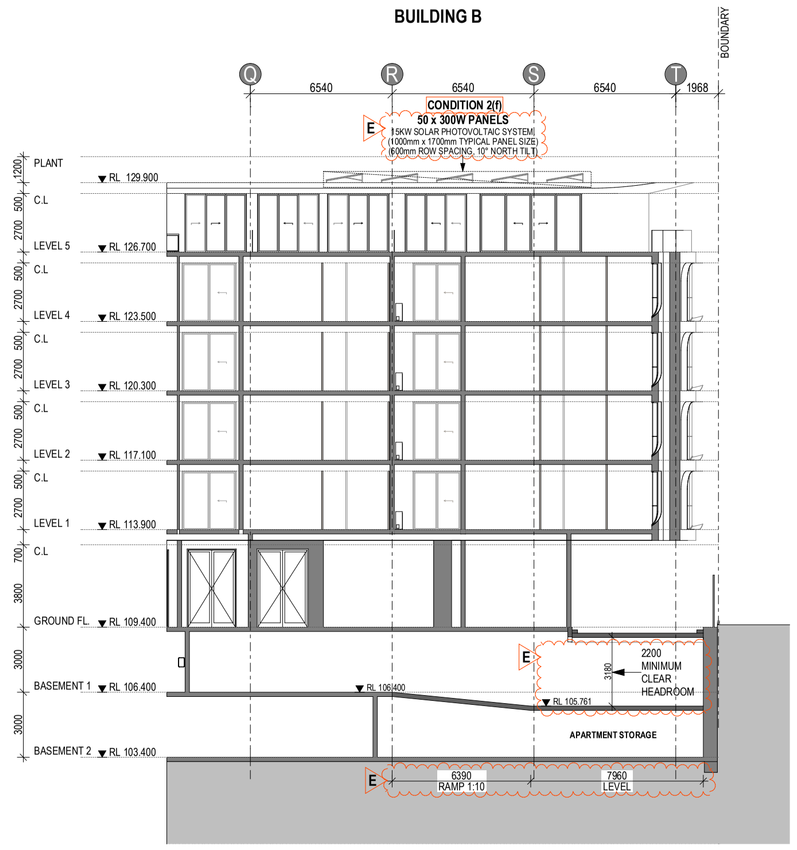
E **CONDITION 2(f)**
REQUIREMENTS CONTAINED WITH THE SUSTAINABLE MANAGEMENT PLAN & WSUD RESPONSE IN ACCORDANCE WITH CONDITION 4;



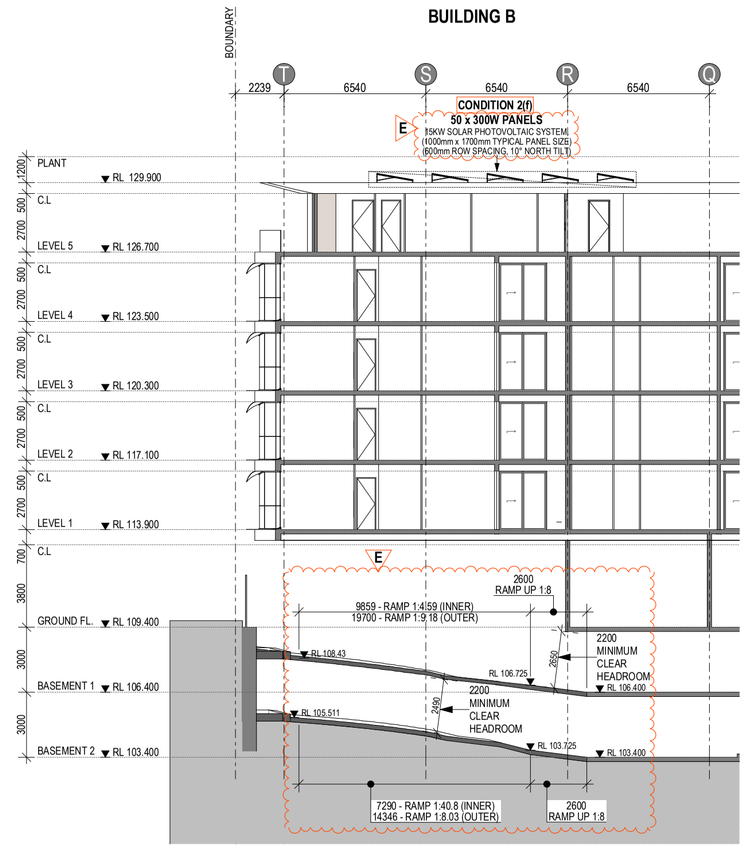
B
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SECTION B
SCALE @ A1 - 1:200



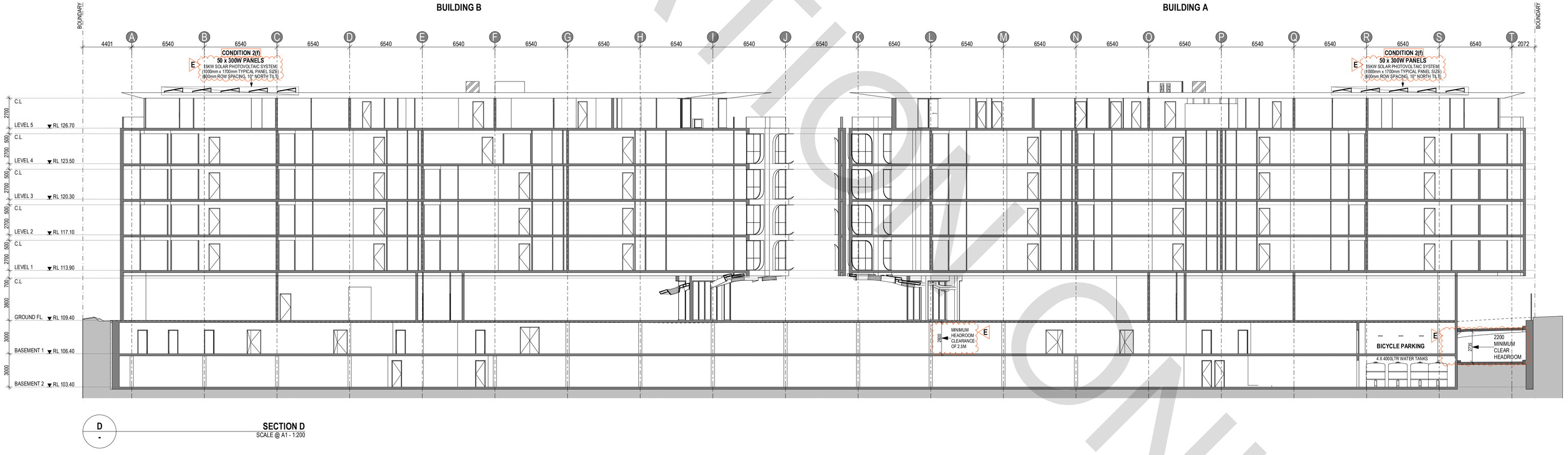
C
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SECTION C
SCALE @ A1 - 1:200



E
-
SECTION E
SCALE @ A1 - 1:200



F
-
SECTION F
SCALE @ A1 - 1:200



D
-
SECTION D
SCALE @ A1 - 1:200

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PROJECT NO. 231-D2
SCALE @ A1 1:200 @ A1
PROJECT LOCATION 240 HIGH STREET THOMASTOWN
CHECKED BY JC
PROJECT NAME **240 HIGH STREET**
DRAWING TITLE **SECTIONS**
REVISION **F**
DRAWING NO. **TP16**

HACHEM

TOWN PLANNING

CORNETTA PARTNERS ARCHITECTS

ANNEXURE C – BUILDING PLANS

See plans attached

INFORMATION ONLY

Important notice

The plans, specifications and materials included in this Contract or provided to the Purchaser must be read and considered in conjunction with the disclaimer at the end of this Annexure



240 HIGH STREET THOMASTOWN

TOWN PLANNING APPLICATION

DRAWING REGISTER

TP01	NEIGHBOURHOOD SITE & DESCRIPTION PLAN
TP02	DESIGN RESPONSE PLAN
TP03	BASEMENT 2
TP04	BASEMENT 1
TP05	GROUND FLOOR PLAN
TP06	LEVEL 1
TP07	LEVEL 2
TP08	LEVEL 3
TP09	LEVEL 4
TP10	LEVEL 5
TP11	ROOF
TP12	TYPICAL FLOOR PLANS
TP13	TYPICAL FLOOR PLANS 2
TP14	ELEVATIONS
TP15	ELEVATIONS 2
TP16	SECTIONS
TP17	SHADOW DIAGRAMS

DEVELOPMENT SUMMARY

SITE AREA		2260.30 m²
SITE COVERAGE	81.85%	1850.11 m²
EXT. OPEN AREA AT GR. FLOOR	35.73%	917.81 m²

F
SECONDARY CONSENT

No. OF APARTMENTS PROPOSED	74
No. OF RETAIL PREMISES	6
No. OF 1 BEDROOM APARTMENTS	6
No. OF 2 BEDROOM APARTMENTS	60
No. OF 3 BEDROOM APARTMENTS	8

PARKING ALLOCATION TABLE

1 & 2 BEDROOM DWELLINGS	- 1 CAR SPACE PER DWELLING
3 BEDROOM DWELLINGS	- 2 CAR SPACES PER DWELLING
RETAIL PREMISES	- 1 CAR SPACE PER 100m² OF RETAIL FLOOR AREA

F
SECONDARY CONSENT

CAR SPACES ALLOCATION

RESIDENTIAL CAR SPACE	BASEMENT 1
RESIDENTIAL CAR SPACE	BASEMENT 2
83 TOTAL RESIDENTIAL (CAR SPACES)	
RETAIL PREMISES CAR SPACE	BASEMENT 1
12 TOTAL RETAIL PREMISES (CAR SPACES)	
95 TOTAL CAR SPACES	

F
SECONDARY CONSENT

AREA ANALYSIS

APT. A.1.1	**2 BEDROOM**		
	FLOOR AREA	82.03	m²
	BALCONY	8.71	m²
APT. A.1.2	**2 BEDROOM**		
	FLOOR AREA	80.37	m²
	BALCONY	8.02	m²
APT. A.1.3	**2 BEDROOM**		
	FLOOR AREA	80.14	m²
	BALCONY	8.08	m²
APT. A.1.4	**3 BEDROOM**		
	FLOOR AREA	98.81	m²
	BALCONY	12.02	m²
APT. A.1.5	**2 BEDROOM**		
	FLOOR AREA	80.61	m²
	BALCONY	8.71	m²
APT. A.1.6	**2 BEDROOM**		
	FLOOR AREA	80.14	m²
	BALCONY	8.08	m²
APT. A.1.7	**2 BEDROOM**		
	FLOOR AREA	80.14	m²
	BALCONY	8.08	m²
APT. A.1.8	**1 BEDROOM**		
	FLOOR AREA	72.94	m²
	BALCONY	8.42	m²
APT. A.2.1	**2 BEDROOM**		
	FLOOR AREA	82.03	m²
	BALCONY	8.71	m²
APT. A.2.2	**2 BEDROOM**		
	FLOOR AREA	80.37	m²
	BALCONY	8.02	m²
APT. A.2.3	**2 BEDROOM**		
	FLOOR AREA	80.14	m²
	BALCONY	8.08	m²
APT. A.2.4	**3 BEDROOM**		
	FLOOR AREA	98.81	m²
	BALCONY	12.02	m²
APT. A.2.5	**2 BEDROOM**		
	FLOOR AREA	80.61	m²
	BALCONY	8.71	m²
APT. A.2.6	**2 BEDROOM**		
	FLOOR AREA	80.14	m²
	BALCONY	8.08	m²
APT. A.2.7	**2 BEDROOM**		
	FLOOR AREA	80.14	m²
	BALCONY	8.08	m²
APT. A.2.8	**1 BEDROOM**		
	FLOOR AREA	72.94	m²
	BALCONY	8.42	m²
APT. A.3.1	**2 BEDROOM**		
	FLOOR AREA	82.03	m²
	BALCONY	8.71	m²
APT. A.3.2	**2 BEDROOM**		
	FLOOR AREA	80.37	m²
	BALCONY	8.02	m²
APT. A.3.3	**2 BEDROOM**		
	FLOOR AREA	80.14	m²
	BALCONY	8.08	m²

AREA ANALYSIS (CONT)

APT. A.3.4	**3 BEDROOM**		
	FLOOR AREA	98.81	m²
	BALCONY	12.02	m²
APT. A.3.5	**2 BEDROOM**		
	FLOOR AREA	80.61	m²
	BALCONY	8.71	m²
APT. A.3.6	**2 BEDROOM**		
	FLOOR AREA	80.14	m²
	BALCONY	8.08	m²
APT. A.3.7	**2 BEDROOM**		
	FLOOR AREA	80.14	m²
	BALCONY	8.08	m²
APT. A.3.8	**1 BEDROOM**		
	FLOOR AREA	72.94	m²
	BALCONY	8.42	m²
APT. A.4.1	**2 BEDROOM**		
	FLOOR AREA	82.03	m²
	BALCONY	8.71	m²
APT. A.4.2	**2 BEDROOM**		
	FLOOR AREA	80.37	m²
	BALCONY	8.02	m²
APT. A.4.3	**2 BEDROOM**		
	FLOOR AREA	80.14	m²
	BALCONY	8.08	m²
APT. A.4.4	**2 BEDROOM**		
	FLOOR AREA	98.81	m²
	BALCONY	12.02	m²
APT. A.4.5	**2 BEDROOM**		
	FLOOR AREA	80.61	m²
	BALCONY	8.71	m²
APT. A.4.6	**2 BEDROOM**		
	FLOOR AREA	80.14	m²
	BALCONY	8.08	m²
APT. A.4.7	**2 BEDROOM**		
	FLOOR AREA	79.88	m²
	BALCONY	8.29	m²
APT. A.4.8	**1 BEDROOM**		
	FLOOR AREA	72.94	m²
	BALCONY	8.42	m²
APT. A.5.1	**3 BEDROOM**		
	FLOOR AREA	124.68	m²
	BALCONY	51.10	m²
APT. A.5.2	**1 BEDROOM**		
	FLOOR AREA	59.14	m²
	BALCONY	12.49	m²
APT. A.5.3	**3 BEDROOM**		
	FLOOR AREA	91.17	m²
	BALCONY	25.18	m²
APT. A.5.4	**2 BEDROOM**		
	FLOOR AREA	81.10	m²
	BALCONY	20.40	m²
APT. A.5.5	**2 BEDROOM**		
	FLOOR AREA	110.89	m²
	BALCONY	72.06	m²
APT. B.1.1	**3 BEDROOM**		
	FLOOR AREA	98.33	m²
	BALCONY	8.21	m²

AREA ANALYSIS (CONT)

APT. B.1.2	**2 BEDROOM**		
	FLOOR AREA	78.41	m²
	BALCONY	8.01	m²
APT. B.1.3	**2 BEDROOM**		
	FLOOR AREA	80.14	m²
	BALCONY	8.08	m²
APT. B.1.4	**2 BEDROOM**		
	FLOOR AREA	80.61	m²
	BALCONY	8.71	m²
APT. B.1.5	**2 BEDROOM**		
	FLOOR AREA	80.14	m²
	BALCONY	8.08	m²
APT. B.1.6	**2 BEDROOM**		
	FLOOR AREA	80.14	m²
	BALCONY	8.08	m²
APT. B.1.7	**2 BEDROOM**		
	FLOOR AREA	80.37	m²
	BALCONY	8.02	m²
APT. B.1.8	**2 BEDROOM**		
	FLOOR AREA	82.03	m²
	BALCONY	8.71	m²
APT. B.2.1	**2 BEDROOM**		
	FLOOR AREA	98.33	m²
	BALCONY	8.21	m²
APT. B.2.2	**2 BEDROOM**		
	FLOOR AREA	78.41	m²
	BALCONY	8.01	m²
APT. B.2.3	**2 BEDROOM**		
	FLOOR AREA	80.14	m²
	BALCONY	8.08	m²
APT. B.2.4	**2 BEDROOM**		
	FLOOR AREA	80.61	m²
	BALCONY	8.71	m²
APT. B.2.5	**2 BEDROOM**		
	FLOOR AREA	80.14	m²
	BALCONY	8.08	m²
APT. B.2.6	**2 BEDROOM**		
	FLOOR AREA	80.14	m²
	BALCONY	8.08	m²
APT. B.2.7	**2 BEDROOM**		
	FLOOR AREA	80.37	m²
	BALCONY	8.02	m²
APT. B.2.8	**2 BEDROOM**		
	FLOOR AREA	82.03	m²
	BALCONY	8.71	m²
APT. B.3.1	**2 BEDROOM**		
	FLOOR AREA	98.33	m²
	BALCONY	8.21	m²
APT. B.3.2	**2 BEDROOM**		
	FLOOR AREA	78.41	m²
	BALCONY	8.01	m²
APT. B.3.3	**2 BEDROOM**		
	FLOOR AREA	80.14	m²
	BALCONY	8.08	m²
APT. B.3.4	**2 BEDROOM**		
	FLOOR AREA	80.61	m²
	BALCONY	8.71	m²

AREA ANALYSIS (CONT)

APT. B.3.5	**2 BEDROOM**		
	FLOOR AREA	80.14	m²
	BALCONY	8.08	m²
APT. B.3.6	**2 BEDROOM**		
	FLOOR AREA	80.14	m²
	BALCONY	8.08	m²
APT. B.3.7	**2 BEDROOM**		
	FLOOR AREA	80.37	m²
	BALCONY	8.02	m²
APT. B.3.8	**2 BEDROOM**		
	FLOOR AREA	82.03	m²
	BALCONY	8.71	m²
APT. B.4.1	**2 BEDROOM**		
	FLOOR AREA	98.33	m²
	BALCONY	8.21	m²
APT. B.4.2	**2 BEDROOM**		
	FLOOR AREA	78.41	m²
	BALCONY	8.01	m²
APT. B.4.3	**2 BEDROOM**		
	FLOOR AREA	80.14	m²
	BALCONY	8.08	m²
APT. B.4.4	**2 BEDROOM**		
	FLOOR AREA	80.61	m²
	BALCONY	8.71	m²
APT. B.4.5	**2 BEDROOM**		
	FLOOR AREA	80.14	m²
	BALCONY	8.08	m²
APT. B.4.6	**2 BEDROOM**		
	FLOOR AREA	80.14	m²
	BALCONY	8.08	m²
APT. B.4.7	**2 BEDROOM**		
	FLOOR AREA	80.37	m²
	BALCONY	8.02	m²
APT. B.4.8	**2 BEDROOM**		
	FLOOR AREA	82.03	m²
	BALCONY	8.71	m²
APT. B.5.1	**2 BEDROOM**		
	FLOOR AREA	105.04	m²
	BALCONY	72.09	m²
APT. B.5.2	**2 BEDROOM**		
	FLOOR AREA	88.34	m²
	BALCONY	20.31	m²
APT. B.5.3	**3 BEDROOM**		
	FLOOR AREA	91.17	m²
	BALCONY	25.18	m²
APT. B.5.4	**1 BEDROOM**		
	FLOOR AREA	59.14	m²
	BALCONY	12.49	m²
APT. B.5.5	**3 BEDROOM**		
	FLOOR AREA	124.68	m²
	BALCONY	51.10	m²

AREA ANALYSIS (CONT)

COMMUNAL OPEN SPACE			
	FLOOR AREA	315.73	m²
RETAIL 1			
	FLOOR AREA	185.22	m²
RETAIL 2			
	FLOOR AREA	139.22	m²
RETAIL 3			
	OUTDOOR AREA	145.48	m²
	FLOOR AREA	204.86	m²
RETAIL 4			
	OUTDOOR AREA	162.37	m²
	FLOOR AREA	157.07	m²
RETAIL 5			
	FLOOR AREA	67.38	m²
RETAIL 6			
	FLOOR AREA	149.96	m²

E
CONDITION 2(d)

APARTMENT STORAGE

TYPE A	A.1.1, B.1.8, A.2.1, B.2.8, A.3.1, B.3.8, A.4.1, B.4.8	
	BATHRM - BENCH	0.14
	BATHRM - OVERHEAD CUPBOARD	0.10
	ENS - BENCH	0.14
	ENS - OVERHEAD CUPBOARD	0.10
	KITCHEN - BENCH	1.44
	KITCHEN - CUPBOARD	0.78
	KITCHEN - OVERHEAD CUPBOARD	0.97
	L'DRY - OVERHEAD CUPBOARD	0.25
	PANTRY	0.47
	ROBE (BED 2)	2.62
	W.I.R. (BED 1)	2.60
TOTAL STORAGE VOLUME WITHIN THE APARTMENT		**9.61 m³**
TOTAL STORAGE (INC. 6.00m² EXTERNAL STORAGE)		**15.61 m³**
TYPE A1	A.1.5, B.1.4, A.2.5, B.2.4, A.3.5, B.3.4, A.4.5, B.4.4	
	BATHRM - BENCH	0.14
	BATHRM - OVERHEAD CUPBOARD	0.10
	ENS - BENCH	0.14
	ENS - OVERHEAD CUPBOARD	0.10
	KITCHEN - BENCH	1.44
	KITCHEN - CUPBOARD	0.78
	KITCHEN - OVERHEAD CUPBOARD	0.97
	L'DRY - OVERHEAD CUPBOARD	0.25
	PANTRY	0.47
	ROBE (BED 2)	2.66
	W.I.R. (BED 1)	3.11
TOTAL STORAGE VOLUME WITHIN THE APARTMENT		**10.16 m³**
TOTAL STORAGE (INC. 6.00m² EXTERNAL STORAGE)		**16.16 m³**
TYPE B	A.1.2, B.1.7, A.2.2, B.2.7, A.3.2, B.3.7, A4.2, B.4.7	
	BATHRM - BENCH	0.14
	BATHRM - OVERHEAD CUPBOARD	0.08
	ENS - BENCH	0.07
	ENS - OVERHEAD CUPBOARD	0.17
	KITCHEN - BENCH	1.44
	KITCHEN - OVERHEAD CUPBOARD	0.46
	L'DRY - OVERHEAD CUPBOARD	0.25
	LINEN	0.58
	PANTRY	0.94
	ROBE (BED 1)	2.37
	ROBE (BED 2)	2.58
TOTAL STORAGE VOLUME WITHIN THE APARTMENT		**9.08 m³**
TOTAL STORAGE (INC. 6.00m² EXTERNAL STORAGE)		**15.08 m³**
TYPE B1	A.1.3, A.1.6, A.1.7, B.1.3, B.1.5, B.1.6, A.2.3, A.2.6, A.2.7, B.2.3, B.2.5, B.2.6, A.3.3, A.3.6, A.3.7, B.3.3, B.3.5, B.3.6, A.4.3, A.4.6, B.4.3, B.4.5, B.4.6	
	BATHRM - BENCH	0.14
	BATHRM - OVERHEAD CUPBOARD	0.08
	ENS - BENCH	0.07
	ENS - OVERHEAD CUPBOARD	0.17
	KITCHEN - BENCH	1.44
	KITCHEN - OVERHEAD CUPBOARD	0.46
	L'DRY - OVERHEAD CUPBOARD	0.25
	LINEN	0.58
	PANTRY	0.94
	ROBE (BED 1)	2.37
	ROBE (BED 2)	2.58
TOTAL STORAGE VOLUME WITHIN THE APARTMENT		**9.08 m³**
TOTAL STORAGE (INC. 6.00m² EXTERNAL STORAGE)		**15.08 m³**

STORAGE ANALYSYS (CON'T)

TYPE B2	APT B.1.2, B.2.2, B.3.2, B.4.2	
	BATHRM - BENCH	0.14
	BATHRM - OVERHEAD CUPBOARD	0.10
	ENS - BENCH	0.07
	ENS - OVERHEAD CUPBOARD	0.17
	KITCHEN - BENCH	1.44
	KITCHEN - OVERHEAD CUPBOARD	0.97
	L'DRY - OVERHEAD CUPBOARD	0.25
	PANTRY	0.78
	ROBE (BED 2)	2.77
	W.I.R. (BED 1)	2.81
TOTAL STORAGE VOLUME WITHIN THE APARTMENT		**9.50 m³**
TOTAL STORAGE (INC. 6.00m² EXTERNAL STORAGE)		**15.50 m³**
TYPE B3	APT A.4.7	
	BATHRM - BENCH	0.14
	BATHRM - OVERHEAD CUPBOARD	0.08
	ENS - BENCH	0.07
	ENS - OVERHEAD CUPBOARD	0.17
	KITCHEN - BENCH	1.44
	KITCHEN - CUPBOARD	0.78
	KITCHEN - OVERHEAD CUPBOARD	0.97
	L'DRY - OVERHEAD CUPBOARD	0.25
	PANTRY	0.47
	ROBE (BED 2)	2.77
	W.I.R. (BED 1)	2.81
TOTAL STORAGE VOLUME WITHIN THE APARTMENT		**9.95 m³**
TOTAL STORAGE (INC. 6.00m² EXTERNAL STORAGE)		**15.95 m³**
TYPE C	APT A.1.4, A.2.4, A.3.4, A.4.4	
	BATHRM - BENCH	0.04
	BATHRM - OVERHEAD CUPBOARD	0.09
	ENS - BENCH	0.04
	ENS - OVERHEAD CUPBOARD	0.09
	KITCHEN - BENCH	1.44
	KITCHEN - OVERHEAD CUPBOARD	0.46
	L'DRY - OVERHEAD CUPBOARD	0.22
	PANTRY	0.02
	ROBE (BED 2)	2.40
	ROBE (BED 3)	3.30
	W.I.R. (BED 1)	1.93
TOTAL STORAGE VOLUME WITHIN THE APARTMENT		**12.03 m³**
TOTAL STORAGE (INC. 6.00m² EXTERNAL STORAGE)		**18.03 m³**
TYPE D	APT B.1.8, B.2.8, B.3.8, B.4.8	
	BATH - BENCH	0.07
	BATH - OVERHEAD CUPBOARD	0.17
	KITCHEN - BENCH	1.44
	KITCHEN - CUPBOARD	0.78
	KITCHEN - OVERHEAD CUPBOARD	0.97
	L'DRY - OVERHEAD CUPBOARD	0.25
	PANTRY	0.47
	ROBE (BED 1)	4.73
TOTAL STORAGE VOLUME WITHIN THE APARTMENT		**8.88 m³**
TOTAL STORAGE (INC. 6.00m² EXTERNAL STORAGE)		**14.88 m³**

STORAGE ANALYSYS (CON'T)

TYPE E	APT B.1.1, B.2.1, B.3.1, B.4.1.	
	BATHRM - BENCH	0.18
	BATHRM - OVERHEAD CUPBOARD	0.09
	ENS - BENCH	0.04
	ENS - OVERHEAD CUPBOARD	0.09
	KITCHEN - BENCH	1.56
	KITCHEN - OVERHEAD CUPBOARD	0.51
	L'DRY - OVERHEAD CUPBOARD	0.25
	PANTRY	0.94
	ROBE (BED 1)	3.15
	W.I.R. (BED 2)	2.33
TOTAL STORAGE VOLUME WITHIN THE APARTMENT		**9.14 m³**
TOTAL STORAGE (INC. 6.00m² EXTERNAL STORAGE)		**15.14 m³**
TYPE F	APT A.5.1, B.5.5	
	BATH - BENCH	0.07
	BATH - OVERHEAD CUPBOARD	0.08
	ENS - BENCH	0.14
	ENS - OVERHEAD CUPBOARD	0.10
	KITCHEN - BENCH	1.88
	KITCHEN - OVERHEAD CUPBOARD	0.66
	L'DRY - OVERHEAD CUPBOARD	0.67
	LINEN	1.16
	PANTRY	1.41
	PDR - BENCH	0.07
	ROBE (BED 2)	4.10
	ROBE (BED 3)	2.87
	STORE	4.76
	W.I.R. (BED 1)	3.29
TOTAL STORAGE VOLUME WITHIN THE APARTMENT		**21.26 m³**
TOTAL STORAGE (INC. 6.00m² EXTERNAL STORAGE)		**27.26 m³**
TYPE G	APT A.5.2, B5.4	
	BATH - BENCH	0.07
	BATH - OVERHEAD CUPBOARD	0.07
	KITCHEN - BENCH	1.44
	KITCHEN - CUPBOARD	0.78
	KITCHEN - OVERHEAD CUPBOARD	0.97
	L'DRY - OVERHEAD CUPBOARD	0.26
	PANTRY	0.94
	ROBE (BED 2)	4.10
	STORAGE	2.93
TOTAL STORAGE VOLUME WITHIN THE APARTMENT		**11.56 m³**
TOTAL STORAGE (INC. 6.00m² EXTERNAL STORAGE)		**17.56 m³**
TYPE H	APT A.5.3, B.5.3	
	BATH - BENCH	0.06
	BATH - OVERHEAD CUPBOARD	0.17
	ENS - BENCH	0.14
	ENS - OVERHEAD CUPBOARD	0.10
	KITCHEN - BENCH	1.21
	KITCHEN - OVERHEAD CUPBOARD	0.84
	L'DRY - OVERHEAD CUPBOARD	0.24
	LINEN	1.71
	PANTRY	1.33
	ROBE (BED 1)	2.60
	ROBE (BED 2)	2.60
	ROBE (BED 3)	4.10
	STORE	1.58
TOTAL STORAGE VOLUME WITHIN THE APARTMENT		**16.68 m³**
TOTAL STORAGE (INC. 6.00m² EXTERNAL STORAGE)		**22.68 m²**

STORAGE ANALYSYS (CON'T)

TYPE I	APT A.5.4	
	BATH - BENCH	0.04
	BATH - OVERHEAD CUPBOARD	0.09
	ENS - BENCH	0.07
	ENS - OVERHEAD CUPBOARD	0.17
	KITCHEN - BENCH	1.44
	KITCHEN - CUPBOARD	0.78
	KITCHEN - OVERHEAD CUPBOARD	0.97
	L'DRY - OVERHEAD CUPBOARD	0.25
	PANTRY	0.47
	ROBE (BED 1)	2.72
	ROBE (BED 2)	2.63
	STORE	3.57
TOTAL STORAGE VOLUME WITHIN THE APARTMENT		**9.63 m³**
TOTAL STORAGE (INC. 6.00m² EXTERNAL STORAGE)		**15.63 m³**
TYPE J	APT B.5.5	
	BATH - BENCH	0.07
	BATH - OVERHEAD CUPBOARD	0.17
	ENS - BENCH	0.07
	ENS - OVERHEAD CUPBOARD	0.17
	KITCHEN - BENCH	1.44
	KITCHEN - CUPBOARD	0.78
	KITCHEN - OVERHEAD CUPBOARD	0.97
	L'DRY - OVERHEAD CUPBOARD	0.28
	LINEN	1.33
	PANTRY	0.47
	ROBE (BED 2)	2.64
	STORE	0.38
	W.I.R. (BED 1)	3.10
TOTAL STORAGE VOLUME WITHIN THE APARTMENT		**11.87 m³**
TOTAL STORAGE (INC. 6.00m² EXTERNAL STORAGE)		**17.87 m³**

E
CONDITION 2(d)

Design guidance

Interpreting the Standard

The total minimum storage volume in Table D6 includes the minimum storage volume within a dwelling.

Table D6 Storage

Dwelling type	Total minimum storage volume	Minimum storage volume within the dwelling
Studio	8 cubic metres	5 cubic metres
1 bedroom dwelling	10 cubic metres	6 cubic metres
2 bedroom dwelling	14 cubic metres	9 cubic metres
3 or more bedroom dwelling	18 cubic metres	12 cubic metres

THE STATE OF VICTORIA DEPARTMENT OF ENVIRONMENT, LAND, WATER & PLANNING 2017, APARTMENT DESIGN GUIDELINES FOR VICTORIA, PAGE 64, VIEWED 31 JANUARY 2019, <https://www.planning.vic.gov.au/__data/assets/pdf_file/0030/80994/Apartment-Design-Guidelines-for-Victoria_August-2017.pdf>

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A	TOWN PLANNING ISSUE	26.10.2018
B	APARTMENT ENTRY REDUCED TO 2.0m MAX. WIDE	25.01.2019
C	RESPONSE TO COUNCIL RFI	27.02.2019
D	FOR DISCUSSION	21.06.2019
E	CONDITION 2 RESPONSE	26.06.2020
F	CONDITION 2 / SECONDARY CONSENT	23.09.2020

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PROJECT NO.
231-D2

SCALE @ A1
1:1 @ A1

PROJECT LOCATION
240 HIGH STREET
THOMASTOWN

CHECKED BY
JC

PROJECT NAME
240 HIGH STREET

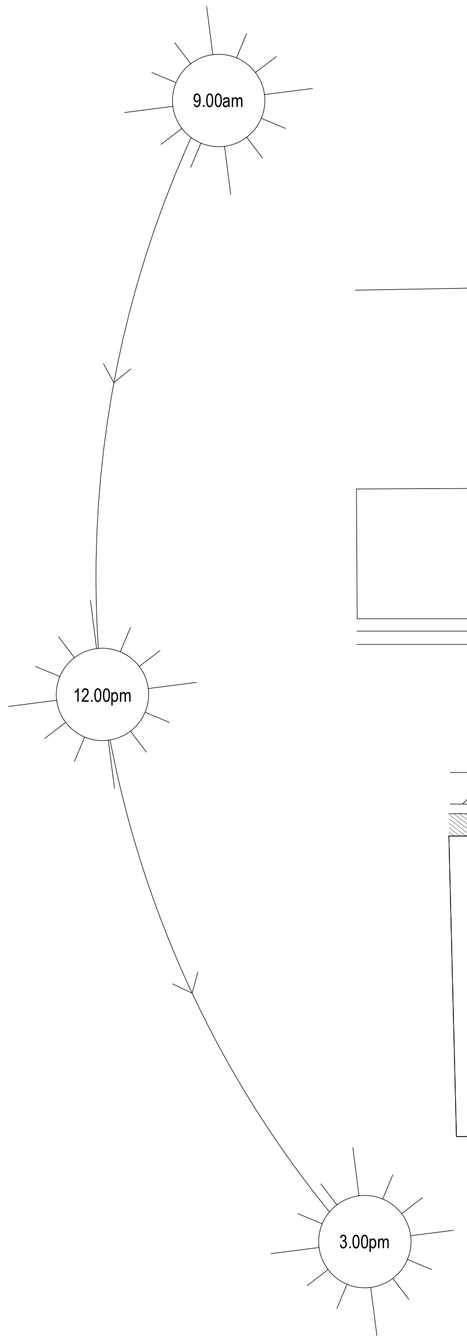
REVISION
F

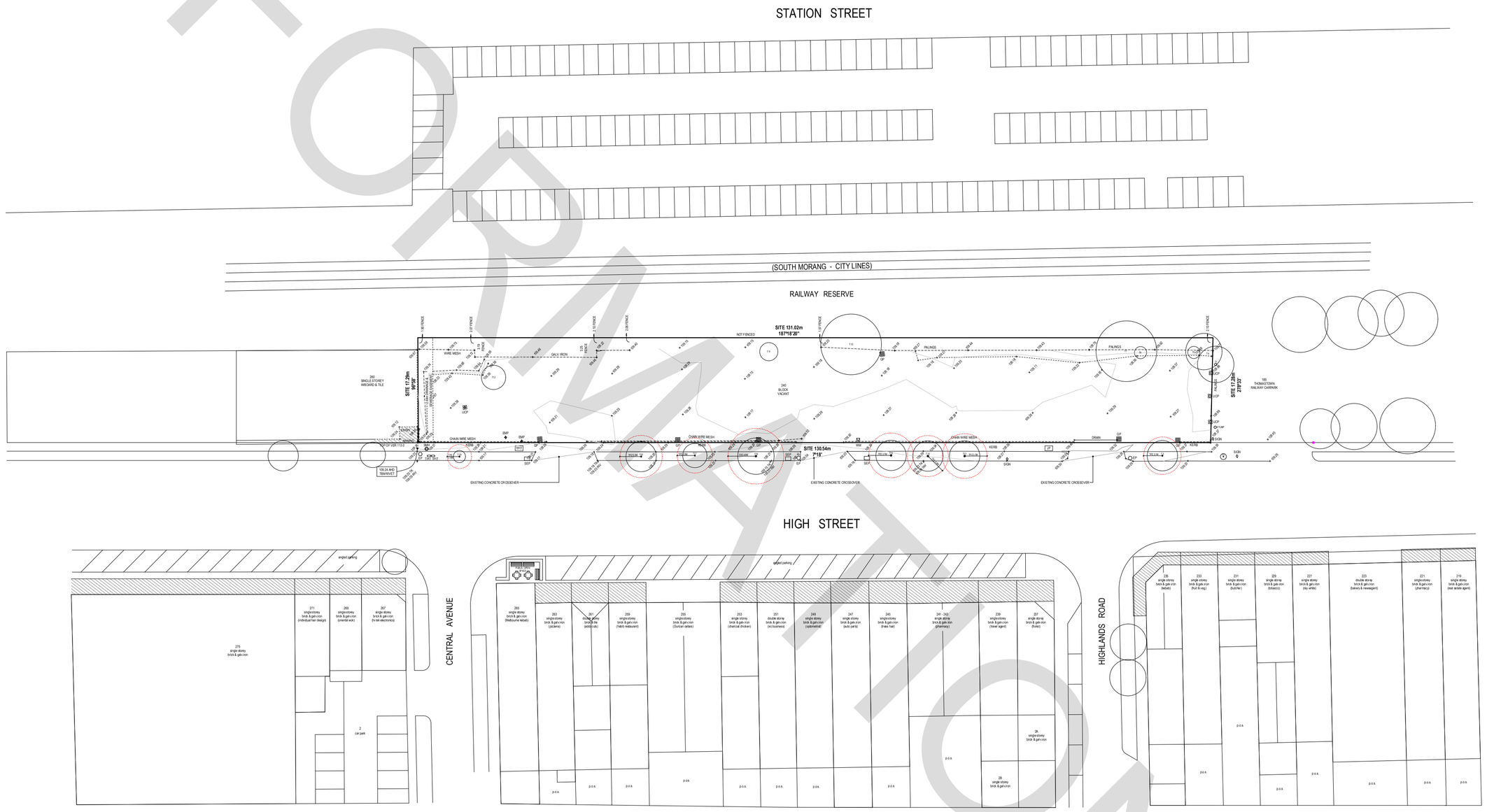
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TP00

HACHEM

CORNETTA
PARTNERS
ARCHITECTS





NEIGHBOURHOOD & SITE DESCRIPTION PLAN
SCALE @ A1 - 1:500

SUBJECT SITE AND SURROUNDS

SUBJECT SITE

THE SUBJECT SITE IS KNOWN AS 240 HIGH STREET, THOMASTOWN.

THE SITE IS LOCATED ON THE EAST SIDE OF HIGH STREET AND DIRECTLY ABUTS A RAILWAY LINE TO ITS EAST. THE LAND IS RECTANGULAR IN SHAPE WITH A FRONTAGE TO HIGH STREET OF 130.45M AND COVERS A TOTAL AREA OF APPROXIMATELY 2260.30SQ M.

THE LAND IS RELATIVELY FLAT. A 2.44M WIDE DRAINAGE AND SEWERAGE EASEMENT EXTENDS ALONG THE NORTHERN BOUNDARY.

THE SITE IS VACANT AND TEMPORARY FENCING EXTENDS ALONG THE FRONTAGE. VEHICLE ACCESS IS AVAILABLE FROM THREE CROSSOVERS, LOCATED ALONG THE WESTERN BOUNDARY OF THE SITE.

THE SUBJECT SITE IS LARGELY DEVOID OF VEGETATION WITH THE EXCEPTION OF TWO GUM TREES LOCATED ALONG THE EASTERN BOUNDARY.

THE SUBJECT SITE IS NOT WITHIN AN AREA OF CULTURAL HERITAGE SENSITIVITY

SURROUNDING LAND

THE SUBJECT SITE IS LOCATED WITHIN THOMASTOWN SHOPPING CENTRE. A NEIGHBOURHOOD ACTIVITY CENTRE. THE COMMERCIAL CORE OF THE CENTRE COMPRISES A MIXTURE OF ONE AND TWO STOREY RETAIL OUTLETS ON THE WEST SIDE OF HIGH STREET. THESE INCLUDE A BANK, A REAL ESTATE AGENCY, CHEMIST, AND VARIOUS FOOD AND DRINK OUTLETS AND RETAIL STORES. OTHER RETAIL OUTLETS ARE LOCATED ON THE EAST SIDE OF THE RAILWAY LINE WITH FRONTAGE TO STATION STREET, WHICH RUNS PARALLEL WITH HIGH STREET.

THE SUBJECT SITE HAS AN ABUTTAL TO A GYM ON ITS NORTHERN BOUNDARY. THE SITE'S EASTERN BOUNDARY ABUTS A RAILWAY LINE AND THE SOUTHERN BOUNDARY ABUTS A COMMUTER CAR PARK SERVICING THOMASTOWN RAILWAY STATION, LOCATED 100M TO THE SOUTH. NUMEROUS BUS ROUTES OPERATE WITHIN THIS ACTIVITY CENTRE AND SPECIFICALLY SERVICE THOMASTOWN RAILWAY STATION.

SERVICES AND FACILITIES CLOSE TO THE SITE INCLUDE:

- THOMASTOWN RAILWAY STATION - APPROXIMATELY 100M TO THE SOUTH;

- THOMASTOWN PRIMARY SCHOOL - APPROXIMATELY 210M TO THE SOUTH-WEST;

- THOMASTOWN SECONDARY COLLEGE - APPROXIMATELY 950M TO THE WEST;

- LALOR SHOPPING CENTRE - APPROXIMATELY 600M TO THE NORTH; AND

- MAIN STREET RESERVE AND THOMASTOWN RECREATION & AQUATIC CENTRE (TRAC) - APPROXIMATELY 900M TO THE WEST.

INFORMATION ONLY

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info@cparchitects.com.au
studio: 03 94891299

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A	TOWN PLANNING ISSUE	26.10.2018
B	APARTMENT ENTRY REDUCED TO 2.0m MAX. WIDE	25.01.2019
C	RESPONSE TO COUNCIL RFI	27.02.2019
D	FOR DISCUSSION	21.06.2019
E	CONDITION 2 RESPONSE	26.06.2020
F	CONDITION 2 / SECONDARY CONSENT	23.09.2020

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PROJECT NO.
231-D2

SCALE @ A1
1:500 @ A1

PROJECT LOCATION
240 HIGH STREET
THOMASTOWN

CHECKED BY
JC

PROJECT NAME
240 HIGH STREET

REVISION
F

DRAWING TITLE
NEIGHBOURHOOD SITE & DESCRIPTION PLAN

DRAWING NO.
TP01

HACHEM

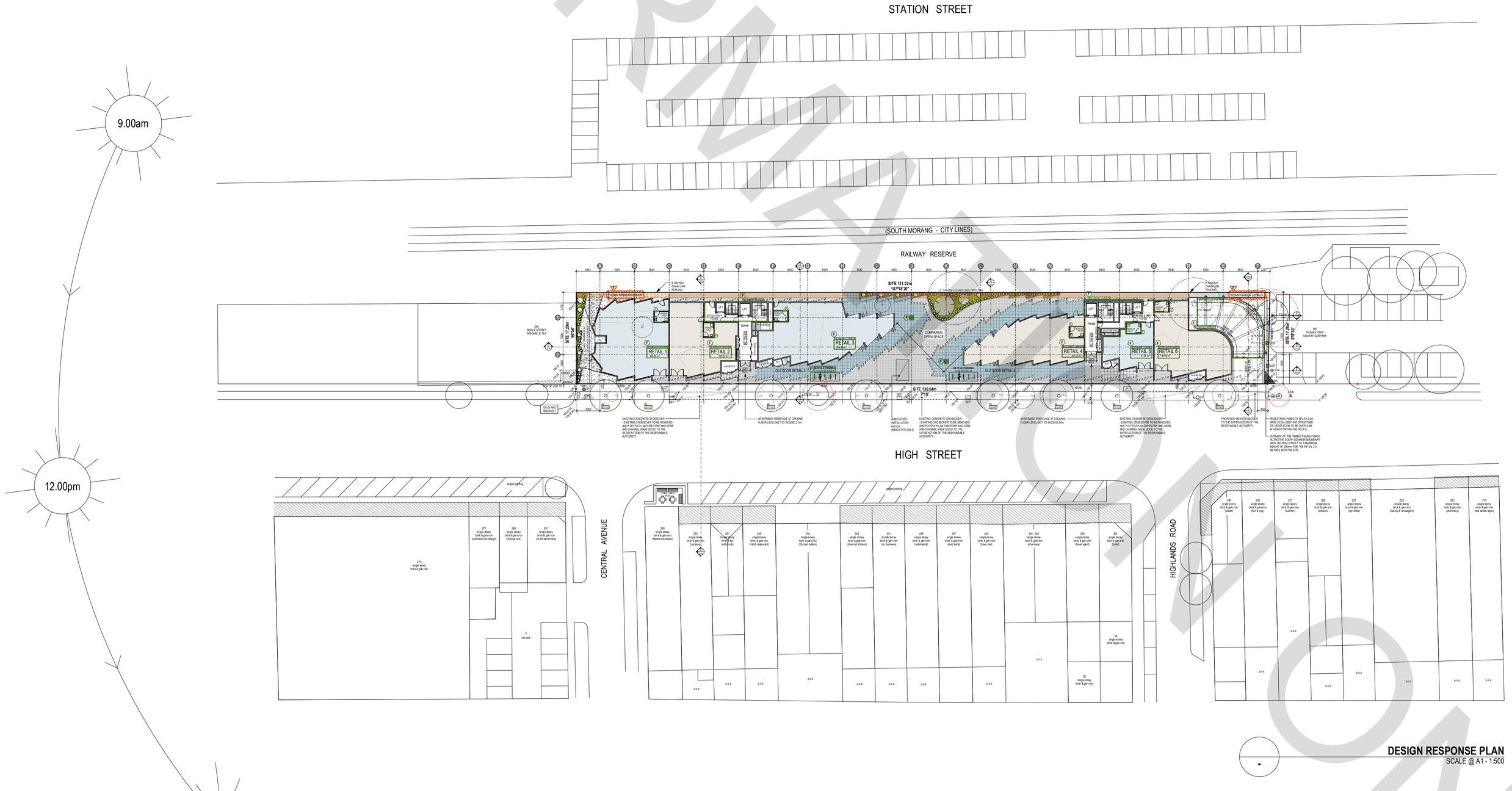
TOWN PLANNING

CORNETTA
PARTNERS
ARCHITECTS



W1
-

STREETSCAPE ELEVATION
SCALE @ A1 - 1:500


9.00am
12.00pm
3.00pm
STATION STREET
(SOUTH MORANG - CITY LINES)
RAILWAY RESERVE
HIGH STREET
CENTRAL AVENUE
HIGHLANDS ROAD
RETAIL 1
RETAIL 2
RETAIL 3
RETAIL 4
RETAIL 5
RETAIL 6
RETAIL 7
COMMUNAL OPEN SPACE
OUTDOOR RETAIL
SITE 131.02m²
SITE 130.54m²
SITE 131.22m²
SITE 131.22m²
SITE 131.22

INFORMATION ONLY

(SOUTH MORANG - CITY LINES)

RAILWAY RESERVE

SITE 131.02m
187°18'20"

SITE 130.54m
7°18'

SITE 17.29m
96°58'

SITE 17.28m
276°33'

260
SINGLE STOREY
W/BOARD & TILE

185
THOMASTOWN
RAILWAY CARPARK

2.44m DRAINAGE & SEWERAGE EASEMENT

SECONDARY CONSENT

BASEMENT TWO
58 CAR SPACES

RL 103.400

RL: 103.725

LIFT

LIFT PIT 1.40m

STOP / GO SIGNAL
(WALL MOUNTED)

RAMP UP
1:8 @ 2.60M

RAMP UP
1:8.63 @ 2.34M

RAMP UP
1:8.63 @ 2.23M

4 X 4000LTR WATER TANKS

4000L WATER TANK

CONDITION 2(F)

33250 LTR UNDERGROUND WATER TANK

26150 LTR UNDERGROUND WATER TANK

APARTMENT STORAGE
18 TOTAL

STORAGE 6.00 m²

ENTRY

AWNING

TOP OF VER.113.0

109.24 AHD
TBM RIVET

EXISTING CONCRETE CROSSOVER
- EXISTING CROSSOVER TO BE REMOVED AND FOOTPATH, NATURESTRIP AND KERB AND CHANNEL MADE GOOD TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY.

EXISTING CONCRETE CROSSOVER
- EXISTING CROSSOVER TO BE REMOVED AND FOOTPATH, NATURESTRIP AND KERB AND CHANNEL MADE GOOD TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY.

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PROPOSED NEW CROSSOVER TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY.

PEDESTRIAN VISIBILITY SPLAY 2.0m WIDE X 2.5m DEEP (NO STRUCTURE OR VEGETATION TO BE OVER 0.9M IN HEIGHT WITHIN THE SPLAY)

CUTBACK OF THE TIMBER PALING FENCE ALONG THE SOUTH COMMON BOUNDARY WITH 180 HIGH STREET TO A MAXIMUM HEIGHT OF 900mm FOR THE INITIAL 2.5 METRES INTO THE SITE.

HIGH STREET

CENTRAL AVENUE

HIGHLANDS ROAD

angled parking

PUBLIC OPEN SPACE

267 single storey brick & galv.iron (h-tek electronics)

265 single storey brick & galv.iron (Melbourne kebab)

263 single storey brick & galv.iron (pizzeria)

261 double storey brick & tile (addz cuts)

259 single storey brick & galv.iron (habib restaurant)

255 single storey brick & galv.iron (Duncan cellars)

253 single storey brick & galv.iron (charcoal chicken)

251 double storey brick & galv.iron (vic business)

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PROJECT NO. 231-D2
PROJECT LOCATION 240 HIGH STREET THOMASTOWN
SCALE @ A1 1:200 @ A1
CHECKED BY JC

PROJECT NAME **240 HIGH STREET**
DRAWING TITLE **BASEMENT 2**
REVISION **F**
DRAWING NO. **TP03**

TOWN PLANNING

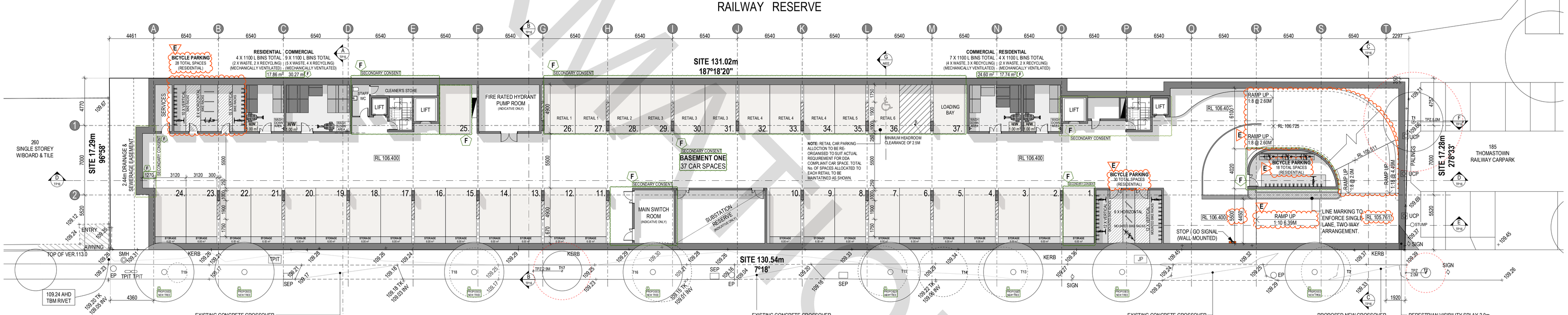
HACHEM

CORNETTA PARTNERS ARCHITECTS

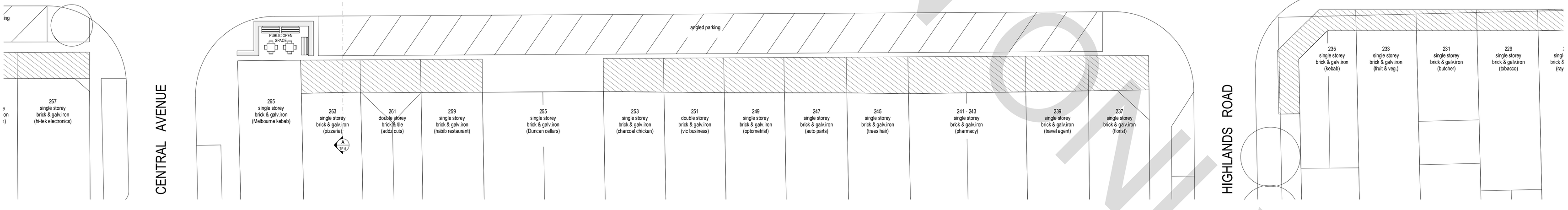
INFORMATION ONLY

(SOUTH MORANG - CITY LINES)

RAILWAY RESERVE



HIGH STREET



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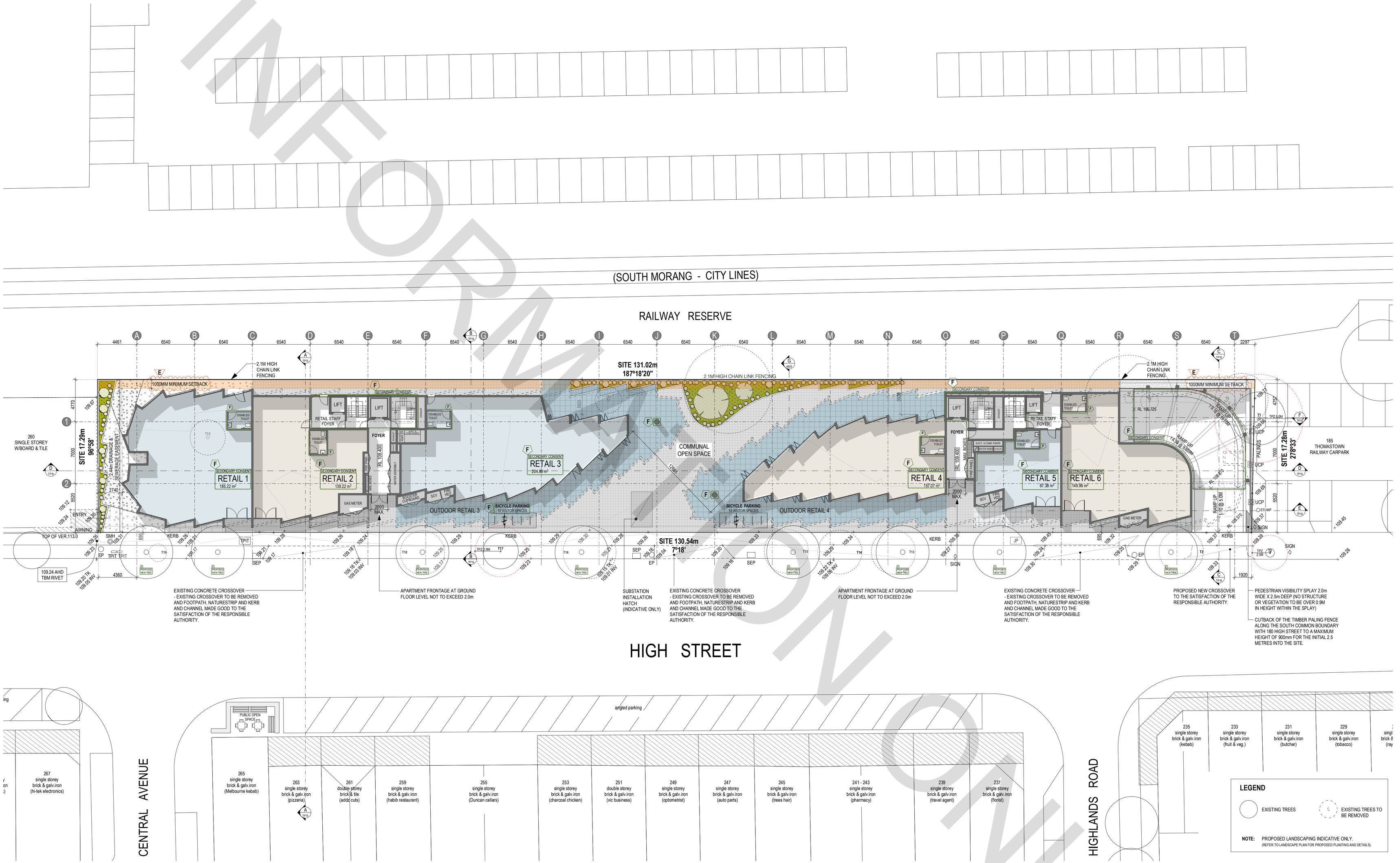
PROJECT NO. 231-D2
SCALE @ A1 1:200 @ A1
PROJECT LOCATION 240 HIGH STREET THOMASTOWN
CHECKED BY JC
PROJECT NAME 240 HIGH STREET
DRAWING TITLE BASEMENT 1
REVISION F
DRAWING NO. TP04

TOWN PLANNING

HACHEM

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PROJECT NO. 231-D2
PROJECT LOCATION 240 HIGH STREET THOMASTOWN
SCALE @ A1 1:200 @ A1
CHECKED BY JC

PROJECT NAME **240 HIGH STREET**
DRAWING TITLE **GROUND FLOOR PLAN**
REVISION **F**
DRAWING NO. **TP05**

TOWN PLANNING

HACHEM

CORNETTA PARTNERS ARCHITECTS

INFORMATION ONLY

E

CONDITION 2(f)
REQUIREMENTS CONTAINED WITH THE SUSTAINABLE MANAGEMENT PLAN & WSUD RESPONSE IN ACCORDANCE WITH CONDITION 4;

CONDITION 2(e)

GLAZING TYPES TO BE AS PER REQUIREMENTS OUTLINED IN ACOUSTIC REPORT PREPARED BY ACOUSTIC CONTROL PTY LTD, ISSUE B, DATED 07/09/20, REPORT NUMBER DL1594-1 AND ALL RELEVANT APPENDICES.

WINDOW TYPE 1:
∑ ALUMINIUM FRAMED WINDOW GLAZED WITH SINGLE 10.5MM LAMINATED GLASS OR 28MM SEALED DOUBLE GLAZED UNIT (IGU) CONSISTING OF 6MM FLOAT GLASS/12MM AIRGAP/10.38MM LAMINATED GLASS. MIN. ACOUSTIC RATING RW 34/ RW + CTR 32.

SPECIAL NOTES:
1. BEDROOM WINDOWS (OPENABLE SECTIONS) SHOULD BE AWNING OR CASEMENT (NOT SLIDING) WITH FULL ACOUSTIC SEALS FITTED. BI-FOLD WINDOWS MAY BE USED, BUT THE GLAZING POCKETS MUST BE CAPABLE OF FITTING AN IGU UP TO 28MM THICK AND MUST HAVE FULL PERIMETER ACOUSTIC SEALS. THE APPROVED BI-FOLD WINDOW SYSTEM SHOULD HAVE A SUPPORTING LAB TEST RESULT DEMONSTRATING COMPLIANCE WITH REQUIRED ACOUSTIC RATING OF RW 34/ RW + CTR 32.

WINDOW TYPE 2:
∑ ALUMINIUM FRAMED WINDOW GLAZED WITH SINGLE 6.38MM LAMINATED GLASS OR 26MM SEALED DOUBLE GLAZED UNIT (IGU) CONSISTING OF 6MM FLOAT GLASS/12MM AIRGAP/8MM GLASS IGU OR 10MM FLOAT GLASS/12MM AIRGAP/4MM FLOAT GLASS IGU. MIN. ACOUSTIC RATING RW 32/ RW + CTR 29.

WINDOW TYPE 3:
∑ ALUMINIUM FRAMED WINDOW GLAZED WITH STANDARD 5MM OR 6MM SINGLE OR 18-24MM SEALED DOUBLE GLAZED UNIT (IGU) CONSISTING 6MM FLOAT GLASS/6-12MM AIRGAP/6MM FLOAT GLASS OR 5MM FLOAT GLASS/6-12MM AIR/5MM FLOAT GLASS DOUBLE GLAZING. MIN. ACOUSTIC RATING RW 30/ RW + CTR 27.

THE FAÇADE SYSTEM FOR THIS DEVELOPMENT SHOULD BE A COMMERCIAL GRADE, SINGLE OR DOUBLE GLAZED (IGU) SYSTEM AS REQUIRED. ACCEPTABLE SYSTEMS ARE AVAILABLE FROM AWS, GJAMES OR CAPRAL ALUMINIUM.

ACOUSTIC SEALS
SLIDING WINDOWS/DOORS AND AWNING/CASEMENT WINDOW (TYPE W1 AND W2) MUST BE FITTED WITH ACOUSTIC SEALS AS FOLLOWS:

∑ AWNING WINDOWS - MUST BE FITTED WITH ACOUSTIC SEALS SUCH AS SCHLEGAL Q-LON FOAM ACOUSTIC SEALS SUCH AS SEAL TYPE 69447 QL.
∑ SLIDING WINDOWS/DOOR - MUST BE FITTED WITH SCHLEGAL BRUSH PILE SEAL WITH FIN OR EQUIVALENT ACOUSTIC SWIPING SEAL.

W3 TYPE WINDOWS CAN BE FITTED WITH STANDARD WEATHER SEALS.

LOUVRES ABOVE FAÇADE WINDOW
LOUVRES MAY BE PROVIDED ABOVE THE WINDOWS FOR DUCTED EXHAUST AIR (RANGEHOOD OR BATHROOM FANS) AND INTAKE/RELIEF AIR. RELIEF AIR LOUVRES MUST HAVE PLENUM BEHIND CONSTRUCTED FROM SHEET METAL AND INTERNALLY LINED WITH 25MM THICK INSULATION. THE LINED AIR PLENUMS MUST BE AT LEAST 600MM LONG (FROM THE LOUVRE FACE PROTRUDING BACK INTO THE APARTMENT CEILING SPACE).

NOTE: TO BE READ IN CONJUNCTION WITH PROVIDED ACOUSTIC REPORT

(SOUTH MORANG - CITY LINES)

RAILWAY RESERVE

A 4461 | B 6540 | C 6540 | D 6540 | E 6540 | F 6540 | G 6540 | H 6540 | I 6540 | J 6540 | K 6540 | L 6540 | M 6540 | N 6540 | O 6540 | P 6540 | Q 6540 | R 6540 | S 6540 | T 2297

1000MM MINIMUM SETBACK — SECONDARY CONSENT — 1000MM MINIMUM SETBACK — SECONDARY CONSENT — 1000MM MINIMUM SETBACK

SITE 131.02m
187°18'20"

SITE 130.54m
7°18'

SITE 17.29m
96°58'

SITE 17.28m
276°33'

260
SINGLE STOREY
W/BOARD & TILE

185
THOMASTOWN
RAILWAY CARPARK

2.44m DRAINAGE & SEWERAGE EASEMENT

ENTRY

AWNING

TOP OF VER.113.0

109.24 AHD
TBM RIVET

RL 113.900

LIFT | FOYER | SERVICES ROOM | COMM/SEC

A.1.1 82.03 m² | A.1.2 80.37 m² | A.1.3 80.14 m² | A.1.4 98.81 m² | A.1.5 80.61 m² | A.1.6 80.14 m² | A.1.7 80.14 m² | A.1.8 72.94 m²

B.1.1 98.33 m² | B.1.2 78.41 m² | B.1.3 80.14 m² | B.1.4 80.61 m² | B.1.5 80.14 m² | B.1.6 80.14 m² | B.1.7 80.37 m² | B.1.8 82.03 m²

BALCONY 8.71 m² | BALCONY 8.02 m² | BALCONY 8.08 m² | BALCONY 12.02 m² | BALCONY 8.42 m² | BALCONY 8.01 m² | BALCONY 8.21 m²

EXISTING CONCRETE CROSSOVER - EXISTING CROSSOVER TO BE REMOVED AND FOOTPATH, NATURESTRIP AND KERB AND CHANNEL MADE GOOD TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY.

EXISTING CONCRETE CROSSOVER - EXISTING CROSSOVER TO BE REMOVED AND FOOTPATH, NATURESTRIP AND KERB AND CHANNEL MADE GOOD TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY.

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PEDESTRIAN VISIBILITY SPLAY 2.0m WIDE X 2.5m DEEP (NO STRUCTURE OR VEGETATION TO BE OVER 0.9M IN HEIGHT WITHIN THE SPLAY)

CUTBACK OF THE TIMBER PALING FENCE ALONG THE SOUTH COMMON BOUNDARY WITH 180 HIGH STREET TO A MAXIMUM HEIGHT OF 900mm FOR THE INITIAL 2.5 METRES INTO THE SITE.

HIGH STREET

CENTRAL AVENUE

HIGHLANDS ROAD

angled parking

PUBLIC OPEN SPACE

267 single storey brick & galv.iron (h-tek electronics)
265 single storey brick & galv.iron (Melbourne kebab)
263 single storey brick & galv.iron (pizzeria)
261 double storey brick & tile (addz cuts)
259 single storey brick & galv.iron (habib restaurant)
255 single storey brick & galv.iron (Duncan cellars)
253 single storey brick & galv.iron (charcoal chicken)
251 double storey brick & galv.iron (vic business)
249 single storey brick & galv.iron (optometrist)
247 single storey brick & galv.iron (auto parts)
245 single storey brick & galv.iron (trees hair)
241 - 243 single storey brick & galv.iron (pharmacy)
239 single storey brick & galv.iron (travel agent)
237 single storey brick & galv.iron (florist)

235 single storey brick & galv.iron (kebab)
233 single storey brick & galv.iron (fruit & veg.)
231 single storey brick & galv.iron (butcher)
229 single storey brick & galv.iron (tobacco)

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F	CONDITION 2 / SECONDARY CONSENT	23.09.2020

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PROJECT NO. 231-D2
SCALE @ A1 1:200 @ A1
PROJECT LOCATION 240 HIGH STREET THOMASTOWN
CHECKED BY JC
PROJECT NAME 240 HIGH STREET
DRAWING TITLE LEVEL 1
REVISION F
DRAWING NO. TP06

TOWN PLANNING

HACHEM

CORNETTA PARTNERS ARCHITECTS

INFORMATION ONLY

E

CONDITION 2(f)
REQUIREMENTS CONTAINED WITH THE SUSTAINABLE MANAGEMENT PLAN & WSUD RESPONSE IN ACCORDANCE WITH CONDITION 4;

CONDITION 2(e)

GLAZING TYPES TO BE AS PER REQUIREMENTS OUTLINED IN ACOUSTIC REPORT PREPARED BY ACOUSTIC CONTROL PTY LTD, ISSUE B, DATED 07/09/20, REPORT NUMBER DL1594-1 AND ALL RELEVANT APPENDICES.

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SPECIAL NOTES:
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WINDOW TYPE 2:
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WINDOW TYPE 3:
∑ ALUMINIUM FRAMED WINDOW GLAZED WITH STANDARD 5MM OR 6MM SINGLE OR 18-24MM SEALED DOUBLE GLAZED UNIT (IGU) CONSISTING 6MM FLOAT GLASS/6-12MM AIRGAP/6MM FLOAT GLASS OR 5MM FLOAT GLASS/6-12MM AIR/5MM FLOAT GLASS DOUBLE GLAZING. MIN. ACOUSTIC RATING RW 30/ RW + CTR 27.

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NOTE: TO BE READ IN CONJUNCTION WITH PROVIDED ACOUSTIC REPORT

(SOUTH MORANG - CITY LINES)

RAILWAY RESERVE

SITE 131.02m
187°18'20"

1000MM MINIMUM SETBACK

SECONDARY CONSENT

SITE 130.54m
7°18'

SITE 17.29m
96°58'

SITE 17.28m
276°33'

260
SINGLE STOREY
W/BOARD & TILE

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THOMASTOWN
RAILWAY CARPARK

2.44m DRAINAGE & SEWERAGE EASEMENT

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CUTBACK OF THE TIMBER PALING FENCE ALONG THE SOUTH COMMON BOUNDARY WITH 180 HIGH STREET TO A MAXIMUM HEIGHT OF 900mm FOR THE INITIAL 2.5 METRES INTO THE SITE.

HIGH STREET

CENTRAL AVENUE

HIGHLANDS ROAD

angled parking

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A	TOWN PLANNING ISSUE	26.10.2018
B	APARTMENT ENTRY REDUCED TO 2.0m MAX. WIDE	25.01.2019
C	RESPONSE TO COUNCIL RFI	27.02.2019
D	FOR DISCUSSION	21.06.2019
E	CONDITION 2 RESPONSE	26.06.2020
F	CONDITION 2 / SECONDARY CONSENT	23.09.2020

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PROJECT NO. 231-D2
SCALE @ A1 1:200 @ A1
PROJECT LOCATION 240 HIGH STREET THOMASTOWN
CHECKED BY JC
PROJECT NAME 240 HIGH STREET
DRAWING TITLE LEVEL 2
REVISION F
DRAWING NO. TP07

TOWN PLANNING

HACHEM

CORNETTA PARTNERS ARCHITECTS

INFORMATION ONLY

(SOUTH MORANG - CITY LINES)

RAILWAY RESERVE

E

CONDITION 2(f)

REQUIREMENTS CONTAINED WITH THE SUSTAINABLE MANAGEMENT PLAN & WSUD RESPONSE IN ACCORDANCE WITH CONDITION 4;

CONDITION 2(e)

GLAZING TYPES TO BE AS PER REQUIREMENTS OUTLINED IN ACOUSTIC REPORT PREPARED BY ACOUSTIC CONTROL PTY LTD, ISSUE B, DATED 07/09/20, REPORT NUMBER DL1594-1 AND ALL RELEVANT APPENDICES.

WINDOW TYPE 1:

∑ ALUMINIUM FRAMED WINDOW GLAZED WITH SINGLE 10.5MM LAMINATED GLASS OR 28MM SEALED DOUBLE GLAZED UNIT (IGU) CONSISTING OF 6MM FLOAT GLASS/12MM AIRGAP/10.38MM LAMINATED GLASS. MIN. ACOUSTIC RATING RW 34/ RW + CTR 32.

SPECIAL NOTES:

1. BEDROOM WINDOWS (OPENABLE SECTIONS) SHOULD BE AWNING OR CASEMENT (NOT SLIDING) WITH FULL ACOUSTIC SEALS FITTED. BI-FOLD WINDOWS MAY BE USED, BUT THE GLAZING POCKETS MUST BE CAPABLE OF FITTING AN IGU UP TO 28MM THICK AND MUST HAVE FULL PERIMETER ACOUSTIC SEALS. THE APPROVED BI-FOLD WINDOW SYSTEM SHOULD HAVE A SUPPORTING LAB TEST RESULT DEMONSTRATING COMPLIANCE WITH REQUIRED ACOUSTIC RATING OF RW 34/ RW + CTR 32.

WINDOW TYPE 2:

∑ ALUMINIUM FRAMED WINDOW GLAZED WITH SINGLE 6.38MM LAMINATED GLASS OR 26MM SEALED DOUBLE GLAZED UNIT (IGU) CONSISTING OF 6MM FLOAT GLASS/12MM AIRGAP/8MM GLASS IGU OR 10MM FLOAT GLASS/12MM AIRGAP/4MM FLOAT GLASS IGU. MIN. ACOUSTIC RATING RW 32/ RW + CTR 29.

WINDOW TYPE 3:

∑ ALUMINIUM FRAMED WINDOW GLAZED WITH STANDARD 5MM OR 6MM SINGLE OR 18-24MM SEALED DOUBLE GLAZED UNIT (IGU) CONSISTING 6MM FLOAT GLASS/6-12MM AIRGAP/6MM FLOAT GLASS OR 5MM FLOAT GLASS/6-12MM AIR/5MM FLOAT GLASS DOUBLE GLAZING. MIN. ACOUSTIC RATING RW 30/ RW + CTR 27.

THE FAÇADE SYSTEM FOR THIS DEVELOPMENT SHOULD BE A COMMERCIAL GRADE, SINGLE OR DOUBLE GLAZED (IGU) SYSTEM AS REQUIRED. ACCEPTABLE SYSTEMS ARE AVAILABLE FROM AWS, GJAMES OR CAPRAL ALUMINIUM.

ACOUSTIC SEALS

SLIDING WINDOWS/DOORS AND AWNING/CASEMENT WINDOW (TYPE W1 AND W2) MUST BE FITTED WITH ACOUSTIC SEALS AS FOLLOWS:

∑ AWNING WINDOWS - MUST BE FITTED WITH ACOUSTIC SEALS SUCH AS SCHLEGAL Q-LON FOAM ACOUSTIC SEALS SUCH AS SEAL TYPE 69447 QL.
∑ SLIDING WINDOWS/DOOR - MUST BE FITTED WITH SCHLEGAL BRUSH PILE SEAL WITH FIN OR EQUIVALENT ACOUSTIC SWIPING SEAL.

W3 TYPE WINDOWS CAN BE FITTED WITH STANDARD WEATHER SEALS.

LOUVRES ABOVE FAÇADE WINDOW

LOUVRES MAY BE PROVIDED ABOVE THE WINDOWS FOR DUCTED EXHAUST AIR (RANGEHOOD OR BATHROOM FANS) AND INTAKE/RELIEF AIR. RELIEF AIR LOUVRES MUST HAVE PLENUM BEHIND CONSTRUCTED FROM SHEET METAL AND INTERNALLY LINED WITH 25MM THICK INSULATION. THE LINED AIR PLENUMS MUST BE AT LEAST 600MM LONG (FROM THE LOUVRE FACE PROTRUDING BACK INTO THE APARTMENT CEILING SPACE).

NOTE: TO BE READ IN CONJUNCTION WITH PROVIDED ACOUSTIC REPORT

A 4461 | B 6540 | C 6540 | D 6540 | E 6540 | F 6540 | G 6540 | H 6540 | I 6540 | J 6540 | K 6540 | L 6540 | M 6540 | N 6540 | O 6540 | P 6540 | Q 6540 | R 6540 | S 6540 | T 2297

1000MM MINIMUM SETBACK — SECONDARY CONSENT — 1000MM MINIMUM SETBACK — SECONDARY CONSENT — 1000MM MINIMUM SETBACK

SITE 131.02m
187°18'20"

SITE 130.54m
7°18'

SITE 17.29m
96°58'

SITE 17.28m
276°33'

260
SINGLE STOREY
W/BOARD & TILE

185
THOMASTOWN
RAILWAY CARPARK

2.44m DRAINAGE & SEWERAGE EASEMENT

ENTRY — AWNING — TOP OF VER.113.0 — 109.24 AHD TBM RIVET

RL 120.300

A.3.1 82.03 m² | A.3.2 80.37 m² | A.3.3 80.14 m² | A.3.4 98.81 m² | A.3.5 80.61 m² | A.3.6 80.14 m² | A.3.7 80.14 m² | A.3.8 72.94 m²

B.3.1 98.33 m² | B.3.2 78.41 m² | B.3.3 80.14 m² | B.3.4 80.61 m² | B.3.5 80.14 m² | B.3.6 80.14 m² | B.3.7 80.37 m² | B.3.8 82.03 m²

BALCONY 8.71 m² | 8.08 m² | 8.06 m² | 12.02 m² | 8.42 m² | 8.21 m² | 8.01 m² | 8.02 m² | 8.71 m² | 8.03 m²

LIFT | FOYER | COMMS/SEC SERVICES ROOM | STAIR | LIFT

EXISTING CONCRETE CROSSOVER - EXISTING CROSSOVER TO BE REMOVED AND FOOTPATH, NATURESTRIP AND KERB AND CHANNEL MADE GOOD TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY.

EXISTING CONCRETE CROSSOVER - EXISTING CROSSOVER TO BE REMOVED AND FOOTPATH, NATURESTRIP AND KERB AND CHANNEL MADE GOOD TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY.

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PROPOSED NEW CROSSOVER TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY.

PEDESTRIAN VISIBILITY SPLAY 2.0m WIDE X 2.5m DEEP (NO STRUCTURE OR VEGETATION TO BE OVER 0.9M IN HEIGHT WITHIN THE SPLAY)

CUTBACK OF THE TIMBER PALING FENCE ALONG THE SOUTH COMMON BOUNDARY WITH 180 HIGH STREET TO A MAXIMUM HEIGHT OF 900mm FOR THE INITIAL 2.5 METRES INTO THE SITE.

HIGH STREET

CENTRAL AVENUE

HIGHLANDS ROAD

angled parking

PUBLIC OPEN SPACE

265 single storey brick & galv.iron (Melbourne kebab)
263 single storey brick & galv.iron (pizzeria)
261 double storey brick & tile (addz cuts)
259 single storey brick & galv.iron (habib restaurant)
255 single storey brick & galv.iron (Duncan cellars)
253 single storey brick & galv.iron (charcoal chicken)
251 double storey brick & galv.iron (vic business)
249 single storey brick & galv.iron (optometrist)
247 single storey brick & galv.iron (auto parts)
245 single storey brick & galv.iron (trees hair)
241 - 243 single storey brick & galv.iron (pharmacy)
239 single storey brick & galv.iron (travel agent)
237 single storey brick & galv.iron (florist)
235 single storey brick & galv.iron (kebab)
233 single storey brick & galv.iron (fruit & veg.)
231 single storey brick & galv.iron (butcher)
229 single storey brick & galv.iron (tobacco)
267 single storey brick & galv.iron (h-tek electronics)

TOWN PLANNING

HACHEM
LEVEL 3, 2 DREWRY PLACE
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studio: +61 1300 734 560

CORNETTA PARTNERS ARCHITECTS
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F	CONDITION 2 / SECONDARY CONSENT	23.09.2020

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PROJECT NO. 231-D2
SCALE @ A1 1:200 @ A1
PROJECT LOCATION 240 HIGH STREET THOMASTOWN
CHECKED BY JC
PROJECT NAME 240 HIGH STREET
DRAWING TITLE LEVEL 3
REVISION F
DRAWING NO. TP08

HACHEM

CORNETTA PARTNERS ARCHITECTS

INFORMATION ONLY

(SOUTH MORANG - CITY LINES)

RAILWAY RESERVE

HIGH STREET

CENTRAL AVENUE

HIGHLANDS ROAD

E

CONDITION 2(f)
REQUIREMENTS CONTAINED WITH THE SUSTAINABLE MANAGEMENT PLAN & WSUD RESPONSE IN ACCORDANCE WITH CONDITION 4;

CONDITION 2(e)

GLAZING TYPES TO BE AS PER REQUIREMENTS OUTLINED IN ACOUSTIC REPORT PREPARED BY ACOUSTIC CONTROL PTY LTD, ISSUE B, DATED 07/09/20, REPORT NUMBER DL1594-1 AND ALL RELEVANT APPENDICES.

WINDOW TYPE 1:
∑ ALUMINIUM FRAMED WINDOW GLAZED WITH SINGLE 10.5MM LAMINATED GLASS OR 28MM SEALED DOUBLE GLAZED UNIT (IGU) CONSISTING OF 6MM FLOAT GLASS/12MM AIRGAP/10.38MM LAMINATED GLASS. MIN. ACOUSTIC RATING RW 34/ RW + CTR 32.

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WINDOW TYPE 3:
∑ ALUMINIUM FRAMED WINDOW GLAZED WITH STANDARD 5MM OR 6MM SINGLE OR 18-24MM SEALED DOUBLE GLAZED UNIT (IGU) CONSISTING 6MM FLOAT GLASS/6-12MM AIRGAP/6MM FLOAT GLASS OR 5MM FLOAT GLASS/6-12MM AIRSMM FLOAT GLASS DOUBLE GLAZING. MIN. ACOUSTIC RATING RW 30/ RW + CTR 27.

THE FAÇADE SYSTEM FOR THIS DEVELOPMENT SHOULD BE A COMMERCIAL GRADE, SINGLE OR DOUBLE GLAZED (IGU) SYSTEM AS REQUIRED. ACCEPTABLE SYSTEMS ARE AVAILABLE FROM AWS, GJAMES OR CAPRAL ALUMINIUM.

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NOTE: TO BE READ IN CONJUNCTION WITH PROVIDED ACOUSTIC REPORT

SITE 131.02m
187°18'20"

SITE 130.54m
7°18'

SITE 17.29m
96°58'

SITE 17.28m
276°33'

1000MM MINIMUM SETBACK

SECONDARY CONSENT

EXISTING CONCRETE CROSSOVER - EXISTING CROSSOVER TO BE REMOVED AND FOOTPATH, NATURESTRIP AND KERB AND CHANNEL MADE GOOD TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY.

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CUTBACK OF THE TIMBER PALING FENCE ALONG THE SOUTH COMMON BOUNDARY WITH 180 HIGH STREET TO A MAXIMUM HEIGHT OF 900mm FOR THE INITIAL 2.5 METRES INTO THE SITE.

260
SINGLE STOREY
W/BOARD & TILE

185
THOMASTOWN
RAILWAY CARPARK

267
single storey
brick & galv.iron
(hi-tek electronics)

265
single storey
brick & galv.iron
(Melbourne kebab)

263
single storey
brick & galv.iron
(pizzeria)

261
double storey
brick & tile
(addz cuts)

259
single storey
brick & galv.iron
(habib restaurant)

255
single storey
brick & galv.iron
(Duncan cellars)

253
single storey
brick & galv.iron
(charcoal chicken)

251
double storey
brick & galv.iron
(vic business)

249
single storey
brick & galv.iron
(optometrist)

247
single storey
brick & galv.iron
(auto parts)

245
single storey
brick & galv.iron
(trees hair)

241 - 243
single storey
brick & galv.iron
(pharmacy)

239
single storey
brick & galv.iron
(travel agent)

237
single storey
brick & galv.iron
(florist)

235
single storey
brick & galv.iron
(kebab)

233
single storey
brick & galv.iron
(fruit & veg.)

231
single storey
brick & galv.iron
(butcher)

229
single storey
brick & galv.iron
(tobacco)

angled parking

PUBLIC OPEN SPACE

HACHEM
LEVEL 3, 2 DREWRY PLACE
MELBOURNE 3000
hachem.com.au
info@hachem.com.au
studio: +61 1300 734 560

CORNETTA PARTNERS ARCHITECTS
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BRUNSWICK EAST 3057
cparchitects.com.au
info@cparchitects.com.au
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A	TOWN PLANNING ISSUE	26.10.2018
B	APARTMENT ENTRY REDUCED TO 2.0m MAX. WIDE	25.01.2019
C	RESPONSE TO COUNCIL RFI	27.02.2019
D	FOR DISCUSSION	21.06.2019
E	CONDITION 2 RESPONSE	26.06.2020
F	CONDITION 2 / SECONDARY CONSENT	23.09.2020

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PROJECT NO. 231-D2
SCALE @ A1 1:200 @ A1
PROJECT LOCATION 240 HIGH STREET THOMASTOWN
CHECKED BY JC
PROJECT NAME 240 HIGH STREET
DRAWING TITLE LEVEL 4
REVISION F
DRAWING NO. TP09

TOWN PLANNING

HACHEM

CORNETTA PARTNERS ARCHITECTS

INFORMATION ONLY

E

CONDITION 2(f)

REQUIREMENTS CONTAINED WITH THE SUSTAINABLE MANAGEMENT PLAN & WSUD RESPONSE IN ACCORDANCE WITH CONDITION 4;

CONDITION 2(e)

GLAZING TYPES TO BE AS PER REQUIREMENTS OUTLINED IN ACOUSTIC REPORT PREPARED BY ACOUSTIC CONTROL PTY LTD, ISSUE B, DATED 07/09/20, REPORT NUMBER DL1594-1 AND ALL RELEVANT APPENDICES.

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WINDOW TYPE 3:

∑ ALUMINIUM FRAMED WINDOW GLAZED WITH STANDARD 5MM OR 6MM SINGLE OR 18-24MM SEALED DOUBLE GLAZED UNIT (IGU) CONSISTING 6MM FLOAT GLASS/6-12MM AIRGAP/6MM FLOAT GLASS OR 5MM FLOAT GLASS/6-12MM AIR/5MM FLOAT GLASS DOUBLE GLAZING. MIN. ACOUSTIC RATING RW 30/ RW + CTR 27.

THE FAÇADE SYSTEM FOR THIS DEVELOPMENT SHOULD BE A COMMERCIAL GRADE, SINGLE OR DOUBLE GLAZED (IGU) SYSTEM AS REQUIRED. ACCEPTABLE SYSTEMS ARE AVAILABLE FROM AWS, GJAMES OR CAPRAL ALUMINIUM.

ACOUSTIC SEALS

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NOTE: TO BE READ IN CONJUNCTION WITH PROVIDED ACOUSTIC REPORT

(SOUTH MORANG - CITY LINES)

RAILWAY RESERVE

SITE 131.02m
187°18'20"

SITE 130.54m
7°18'

SITE 17.29m
96°58'

SITE 17.28m
276°33'

1000MM MINIMUM/SETBACK

1000MM MINIMUM SETBACK

SECONDARY CONSENT

LIFT

FOYER

RL 126.700

BALCONY 20.81 m²

A.5.1 124.68 m²
A.5.2 59.14 m²
A.5.3 91.17 m²
A.5.4 81.10 m²
A.5.5 110.89 m²
BALCONY 72.06 m²

B.5.1 105.04 m²
B.5.2 88.34 m²
B.5.3 91.17 m²
B.5.4 59.14 m²
B.5.5 124.68 m²

BALCONY 30.29 m²
BALCONY 12.49 m²
BALCONY 25.18 m²
BALCONY 20.40 m²
BALCONY 72.09 m²
BALCONY 20.31 m²
BALCONY 25.18 m²
BALCONY 12.49 m²
BALCONY 30.29 m²

260
SINGLE STOREY
W/BOARD & TILE

2.44m DRAINAGE & SEWERAGE EASEMENT

ENTRY
AWNING

TOP OF VER.113.0

109.24 AHD
TBM RIVET

EXISTING CONCRETE CROSSOVER - EXISTING CROSSOVER TO BE REMOVED AND FOOTPATH, NATURESTRIP AND KERB AND CHANNEL MADE GOOD TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY.

EXISTING CONCRETE GROSSOVER - EXISTING CROSSOVER TO BE REMOVED AND FOOTPATH, NATURESTRIP AND KERB AND CHANNEL MADE GOOD TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY.

EXISTING CONCRETE CROSSOVER - EXISTING CROSSOVER TO BE REMOVED AND FOOTPATH, NATURESTRIP AND KERB AND CHANNEL MADE GOOD TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY.

PROPOSED NEW CROSSOVER TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY.

- PEDESTRIAN VISIBILITY SPLAY 2.0m WIDE X 2.5m DEEP (NO STRUCTURE OR VEGETATION TO BE OVER 0.9M IN HEIGHT WITHIN THE SPLAY)
- CUTBACK OF THE TIMBER PALING FENCE ALONG THE SOUTH COMMON BOUNDARY WITH 180 HIGH STREET TO A MAXIMUM HEIGHT OF 900mm FOR THE INITIAL 2.5 METRES INTO THE SITE.

185
THOMASTOWN
RAILWAY CARPARK

HIGH STREET

CENTRAL AVENUE

HIGHLANDS ROAD

angled parking

PUBLIC OPEN SPACE

267 single storey brick & galv.iron (hi-tek electronics)
265 single storey brick & galv.iron (Melbourne kebab)
263 single storey brick & galv.iron (pizzeria)
261 double storey brick & tile (addz cuts)
259 single storey brick & galv.iron (habib restaurant)
255 single storey brick & galv.iron (Duncan cellars)
253 single storey brick & galv.iron (charcoal chicken)
251 double storey brick & galv.iron (vic business)
249 single storey brick & galv.iron (optometrist)
247 single storey brick & galv.iron (auto parts)
245 single storey brick & galv.iron (trees hair)
241 - 243 single storey brick & galv.iron (pharmacy)
239 single storey brick & galv.iron (travel agent)
237 single storey brick & galv.iron (florist)
235 single storey brick & galv.iron (kebab)
233 single storey brick & galv.iron (fruit & veg.)
231 single storey brick & galv.iron (butcher)
229 single storey brick & galv.iron (tobacco)

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studio: +61 1300 734 560

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BRUNSWICK EAST 3057
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PROJECT NO. 231-D2
SCALE @ A1 1:200 @ A1
PROJECT LOCATION 240 HIGH STREET THOMASTOWN
CHECKED BY JC
PROJECT NAME 240 HIGH STREET
DRAWING TITLE LEVEL 5
REVISION F
DRAWING NO. TP10

TOWN PLANNING

HACHEM

CORNETTA PARTNERS ARCHITECTS

INFORMATION ONLY

E CONDITION 2(f)
REQUIREMENTS CONTAINED WITH THE SUSTAINABLE MANAGEMENT PLAN & WSUD RESPONSE IN ACCORDANCE WITH CONDITION 4;

(SOUTH MORANG - CITY LINES)

RAILWAY RESERVE

A 4461 B 6540 C 6540 D 6540 E 6540 F 6540 G 6540 H 6540 I 6540 J 6540 K 6540 L 6540 M 6540 N 6540 O 6540 P 6540 Q 6540 R 6540 S 6540 T 2297

E CONDITION 2(f)
50 x 300W PANELS
15KW SOLAR PHOTOVOLTAIC SYSTEM
(1000mm x 1700mm TYPICAL PANEL SIZE)
(600mm ROW SPACING, 10° NORTH TILT)

1000MM MINIMUM SETBACK

SITE 131.02m
187°18'20"

ROOF CATCHMENT AREA 807.60 m²

ROOF CATCHMENT AREA 807.68 m²

LIFT OVER-RUN

HOT WATER

SKY LIGHT

A/C UNITS FIFTH FLOOR ONLY

BASEMENT 1 CAR PARK EXHAUST

BASEMENT 2 CAR PARK EXHAUST

260
SINGLE STOREY
W/BOARD & TILE

2.44m DRAINAGE & SEWERAGE EASEMENT

SITE 17.29m
96°58'

ENTRY
AWNING

TOP OF VER.113.0

109.24 AHD
TBM RIVET

SMH

EP TPIT TPIT

KERB

TPIT

SEP

109.22 TK
109.05 INV

4360

EXISTING CONCRETE CROSSOVER
- EXISTING CROSSOVER TO BE REMOVED AND FOOTPATH, NATURESTRIP AND KERB AND CHANNEL MADE GOOD TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY.

SITE 130.54m
7°18'

EXISTING CONCRETE CROSSOVER
- EXISTING CROSSOVER TO BE REMOVED AND FOOTPATH, NATURESTRIP AND KERB AND CHANNEL MADE GOOD TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY.

EXISTING CONCRETE CROSSOVER
- EXISTING CROSSOVER TO BE REMOVED AND FOOTPATH, NATURESTRIP AND KERB AND CHANNEL MADE GOOD TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY.

PROPOSED NEW CROSSOVER TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY.

PEDESTRIAN VISIBILITY SPLAY 2.0m WIDE X 2.5m DEEP (NO STRUCTURE OR VEGETATION TO BE OVER 0.9M IN HEIGHT WITHIN THE SPLAY)

CUTBACK OF THE TIMBER PALING FENCE ALONG THE SOUTH COMMON BOUNDARY WITH 180 HIGH STREET TO A MAXIMUM HEIGHT OF 900mm FOR THE INITIAL 2.5 METRES INTO THE SITE.

185
THOMASTOWN
RAILWAY CARPARK

SITE 17.28m
276°33'

PALINGS

UCP

STUMP

SIGN

HIGH STREET

CENTRAL AVENUE

HIGHLANDS ROAD

angled parking

PUBLIC OPEN SPACE

267 single storey brick & galv.iron (h-tek electronics)

265 single storey brick & galv.iron (Melbourne kebab)

263 single storey brick & galv.iron (pizzeria)

261 double storey brick & tile (addz cuts)

259 single storey brick & galv.iron (habib restaurant)

255 single storey brick & galv.iron (Duncan cellars)

253 single storey brick & galv.iron (charcoal chicken)

251 double storey brick & galv.iron (vic business)

249 single storey brick & galv.iron (optometrist)

247 single storey brick & galv.iron (auto parts)

245 single storey brick & galv.iron (trees hair)

241 - 243 single storey brick & galv.iron (pharmacy)

239 single storey brick & galv.iron (travel agent)

237 single storey brick & galv.iron (florist)

235 single storey brick & galv.iron (kebab)

233 single storey brick & galv.iron (fruit & veg.)

231 single storey brick & galv.iron (butcher)

229 single storey brick & galv.iron (tobacco)

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studio: 03 94891299

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A	TOWN PLANNING ISSUE	26.10.2018
B	APARTMENT ENTRY REDUCED TO 2.0m MAX. WIDE	25.01.2019
C	RESPONSE TO COUNCIL RFI	27.02.2019
D	FOR DISCUSSION	21.06.2019
E	CONDITION 2 RESPONSE	26.06.2020
F	CONDITION 2 / SECONDARY CONSENT	23.09.2020

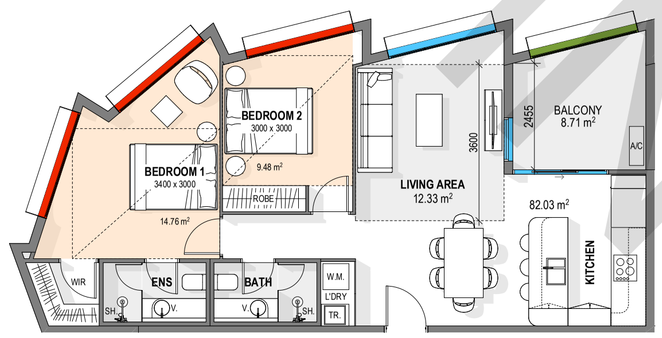
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PROJECT NO. 231-D2
SCALE @ A1 1:200 @ A1
PROJECT LOCATION 240 HIGH STREET THOMASTOWN
CHECKED BY JC
PROJECT NAME 240 HIGH STREET
DRAWING TITLE ROOF
REVISION F
DRAWING NO. TP11

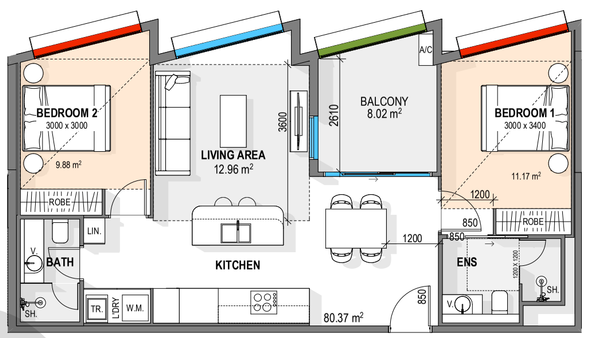
TOWN PLANNING

HACHEM

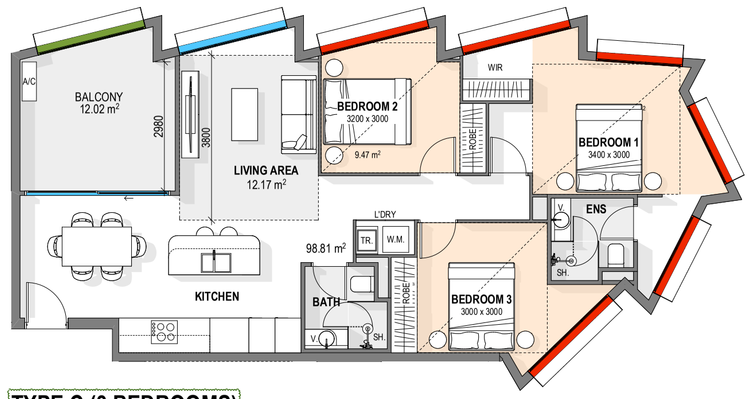
CORNETTA PARTNERS ARCHITECTS



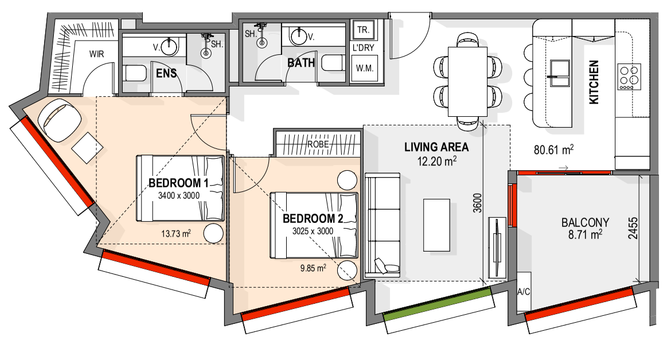
TYPE A (2 BEDROOMS)
APT A.1.1, B.1.8, A.2.1, B.2.8, A.3.1, B.3.8, A.4.1, B.4.8 F
SECONDARY CONSENT



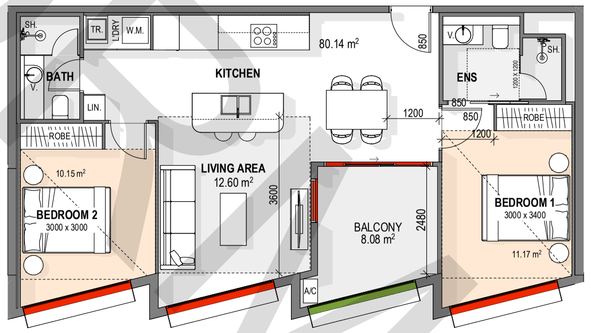
TYPE B (2 BEDROOMS)
APT A.1.2, B.1.7, A.2.2, B.2.7, A.3.2, B.3.7, A.4.2, B.4.7 F
SECONDARY CONSENT



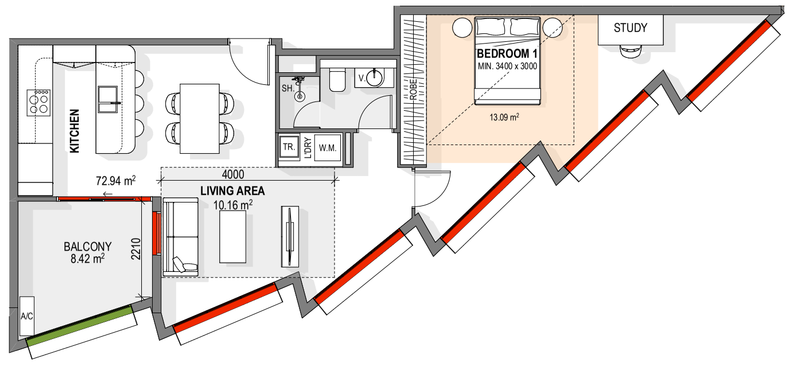
TYPE C (3 BEDROOMS)
APT A.1.4, A.2.4, A.3.4, A.4.4 F
SECONDARY CONSENT



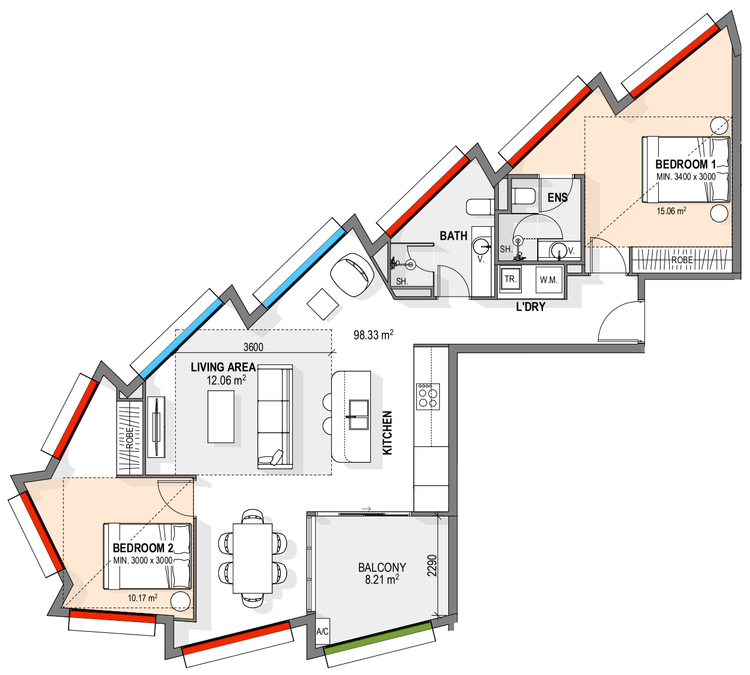
TYPE A1 (2 BEDROOMS)
APT A.1.5, B.1.4, A.2.5, B.2.4, A.3.5, B.3.4, A.4.5, B.4.4 F
SECONDARY CONSENT



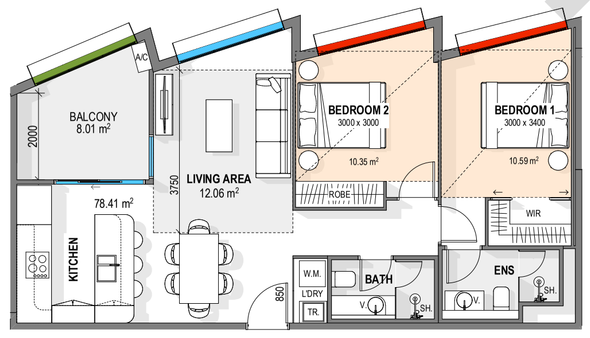
TYPE B1 (2 BEDROOMS)
APT A.1.3, A.1.6, A.1.7, B.1.3, B.1.5, B.1.6, A.2.3, A.2.6, A.2.7, B.2.3, B.2.5, B.2.6, A.3.3, A.3.6, A.3.7, B.3.3, B.3.5, B.3.6, A.4.3, A.4.6, B.4.3, B.4.5, B4.6. F
SECONDARY CONSENT



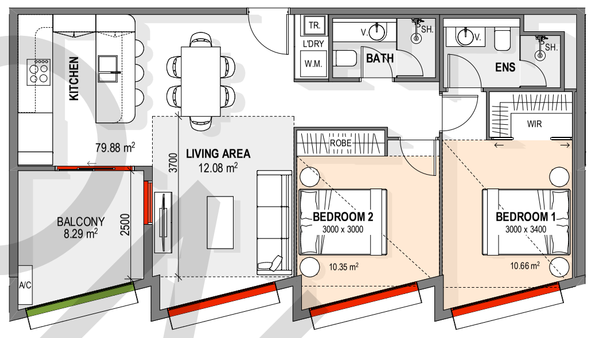
TYPE D (1 BEDROOM)
APT A.1.8, A.2.8, A.3.8, A.4.8 F
SECONDARY CONSENT



TYPE E (2 BEDROOMS)
APT B.1.1, B.2.1, B.3.1, B.4.1 F
SECONDARY CONSENT



TYPE B2 (2 BEDROOMS)
APT B.1.2, B.2.2, B.3.2, B.4.2 F
SECONDARY CONSENT



TYPE B3 (2 BEDROOMS)
APT A.4.7 F
SECONDARY CONSENT

E CONDITION 2(b)

A.5.1	A.5.2	A.5.3	A.5.4	A.5.5		B.5.1	B.5.2	B.5.3	B.5.4	B.5.5

LEVEL 5
6 TOTAL ACCESSIBLE APARTMENTS

A.4.1	A.4.2	A.4.3	A.4.4		B.4.2	B.4.3	B.4.4
A.4.5	A.4.6	A.4.7	A.4.8		B.4.1	B.4.5	B.4.6	B.4.7	B.4.8

LEVEL 4
7 TOTAL ACCESSIBLE APARTMENTS

A.3.1	A.3.2	A.3.3	A.3.4		B.3.2	B.3.3	B.3.4
A.3.5	A.3.6	A.3.7	A.3.8		B.3.1	B.3.5	B.3.6	B.3.7	B.3.8

LEVEL 3
8 TOTAL ACCESSIBLE APARTMENTS

A.2.1	A.2.2	A.2.3	A.2.4		B.2.2	B.2.3	B.2.4
A.2.5	A.2.6	A.2.7	A.2.8		B.2.1	B.2.5	B.2.6	B.2.7	B.2.8

LEVEL 2
8 TOTAL ACCESSIBLE APARTMENTS

A.1.1	A.1.2	A.1.3	A.1.4		B.1.2	B.1.3	B.1.4
A.1.5	A.1.6	A.1.7	A.1.8		B.1.1	B.1.5	B.1.6	B.1.7	B.1.8

LEVEL 1
8 TOTAL ACCESSIBLE APARTMENTS

37 TOTAL ACCESSIBLE APARTMENTS

E

CONDITION 2(f)
REQUIREMENTS CONTAINED WITH THE SUSTAINABLE MANAGEMENT PLAN & WSUD RESPONSE IN ACCORDANCE WITH CONDITION 4;

CONDITION 2(e)
GLAZING TYPES TO BE AS PER REQUIREMENTS OUTLINED IN ACOUSTIC REPORT PREPARED BY ACOUSTIC CONTROL PTY LTD, ISSUE B, DATED 07/09/20, REPORT NUMBER DL1594-1 AND ALL RELEVANT APPENDICES.

WINDOW TYPE 1:
∑ ALUMINIUM FRAMED WINDOW GLAZED WITH SINGLE 10.5MM LAMINATED GLASS OR 28MM SEALED DOUBLE GLAZED UNIT (IGU) CONSISTING OF 6MM FLOAT GLASS/12MM AIRGAP/10.38MM LAMINATED GLASS. MIN. ACOUSTIC RATING RW 34/ RW + CTR 32.

SPECIAL NOTES:
1. BEDROOM WINDOWS (OPENABLE SECTIONS) SHOULD BE AWNING OR CASEMENT (NOT SLIDING) WITH FULL ACOUSTIC SEALS FITTED. BI-FOLD WINDOWS MAY BE USED, BUT THE GLAZING POCKETS MUST BE CAPABLE OF FITTING AN IGU UP TO 28MM THICK AND MUST HAVE FULL PERIMETER ACOUSTIC SEALS. THE APPROVED BI-FOLD WINDOW SYSTEM SHOULD HAVE A SUPPORTING LAB TEST RESULT DEMONSTRATING COMPLIANCE WITH REQUIRED ACOUSTIC RATING OF RW 34/ RW + CTR 32.

WINDOW TYPE 2:
∑ ALUMINIUM FRAMED WINDOW GLAZED WITH SINGLE 6.38MM LAMINATED GLASS OR 26MM SEALED DOUBLE GLAZED UNIT (IGU) CONSISTING OF 6MM FLOAT GLASS/12MM AIRGAP/8MM GLASS IGU OR 10MM FLOAT GLASS/12MM AIRGAP/4MM FLOAT GLASS IGU. MIN. ACOUSTIC RATING RW 32/ RW + CTR 29.

WINDOW TYPE 3:
∑ ALUMINIUM FRAMED WINDOW GLAZED WITH STANDARD 5MM OR 6MM SINGLE OR 18-24MM SEALED DOUBLE GLAZED UNIT (IGU) CONSISTING 6MM FLOAT GLASS/6-12MM AIRGAP/6MM FLOAT GLASS OR 5MM FLOAT GLASS/6-12MM AIR/5MM FLOAT GLASS DOUBLE GLAZING. MIN. ACOUSTIC RATING RW 30/ RW + CTR 27.

THE FAÇADE SYSTEM FOR THIS DEVELOPMENT SHOULD BE A COMMERCIAL GRADE, SINGLE OR DOUBLE GLAZED (IGU) SYSTEM AS REQUIRED. ACCEPTABLE SYSTEMS ARE AVAILABLE FROM AWS, GJAMES OR CAPRAL ALUMINIUM.

ACOUSTIC SEALS
SLIDING WINDOWS/DOORS AND AWNING/CASEMENT WINDOW (TYPE W1 AND W2) MUST BE FITTED WITH ACOUSTIC SEALS AS FOLLOWS:

∑ AWNING WINDOWS - MUST BE FITTED WITH ACOUSTIC SEALS SUCH AS SCHLEGAL Q-LON FOAM ACOUSTIC SEALS SUCH AS SEAL TYPE 69447 QL.
∑ SLIDING WINDOWS/DOOR - MUST BE FITTED WITH SCHLEGAL BRUSH PILE SEAL WITH FIN OR EQUIVALENT ACOUSTIC SWIPING SEAL.

W3 TYPE WINDOWS CAN BE FITTED WITH STANDARD WEATHER SEALS.

LOUVRES ABOVE FAÇADE WINDOW
LOUVRES MAY BE PROVIDED ABOVE THE WINDOWS FOR DUCTED EXHAUST AIR (RANGEHOOD OR BATHROOM FANS) AND INTAKE/RELIEF AIR. RELIEF AIR LOUVRES MUST HAVE PLENUM BEHIND CONSTRUCTED FROM SHEET METAL AND INTERNALLY LINED WITH 25MM THICK INSULATION. THE LINED AIR PLENUMS MUST BE AT LEAST 600MM LONG (FROM THE LOUVRE FACE PROTRUDING BACK INTO THE APARTMENT CEILING SPACE).

NOTE: TO BE READ IN CONJUNCTION WITH PROVIDED ACOUSTIC REPORT

INFORMATION ONLY

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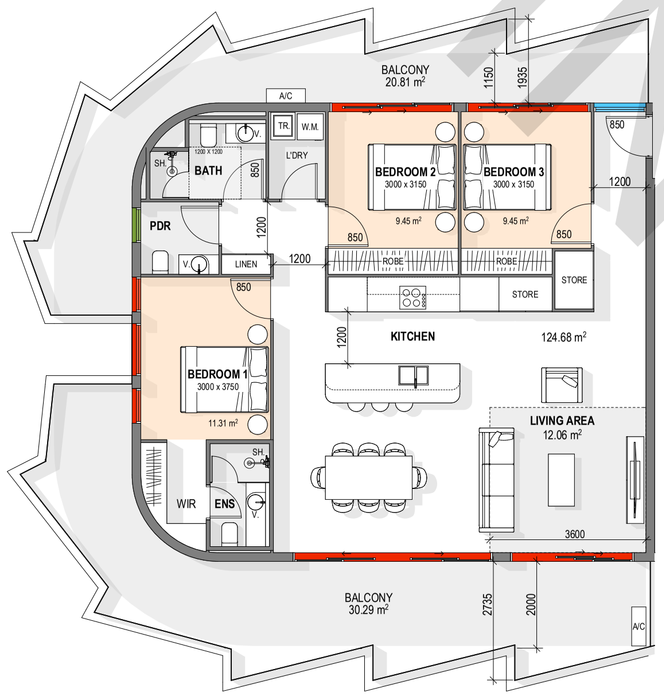
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PROJECT NO. 231-D2
SCALE @ A1 1:100 @ A1
PROJECT LOCATION 240 HIGH STREET THOMASTOWN
CHECKED BY JC
PROJECT NAME 240 HIGH STREET
DRAWING TITLE TYPICAL FLOOR PLANS
REVISION F
DRAWING NO. TP12

TOWN PLANNING

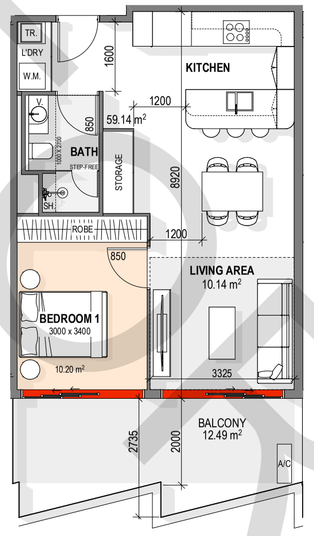
HACHEM

CORNETTA PARTNERS ARCHITECTS



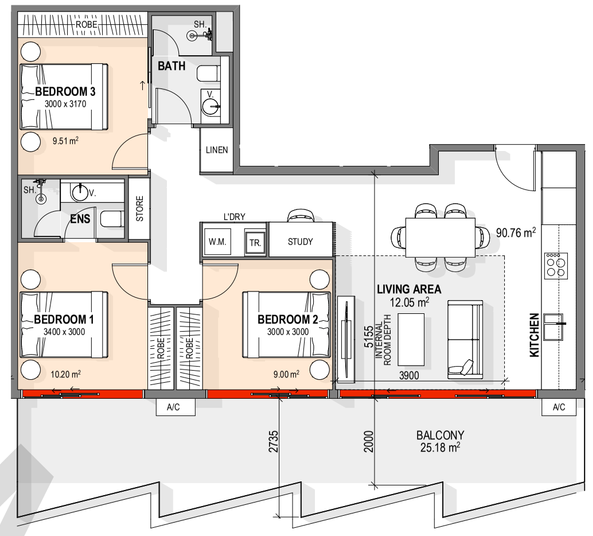
TYPE F (3 BEDROOMS)
APT A.5.1, B.5.5

F
SECONDARY CONSENT



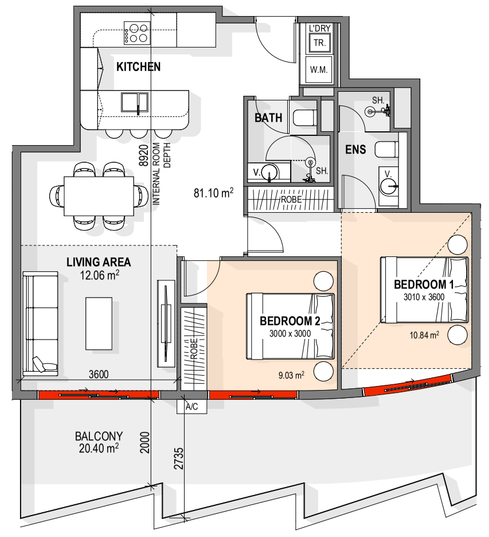
TYPE G (1 BEDROOM)
APT A.5.2, B.5.4

F
SECONDARY CONSENT



TYPE H (3 BEDROOMS)
APT A.5.3, B5.3

F
SECONDARY CONSENT



TYPE I (2 BEDROOM)
APT A.5.4

F
SECONDARY CONSENT



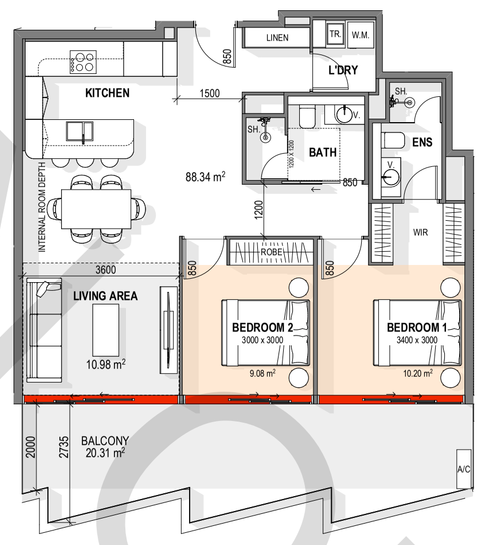
TYPE K (2 BEDROOMS)
APT B.5.1

F
SECONDARY CONSENT



TYPE J (2 BEDROOMS)
APT A.5.5

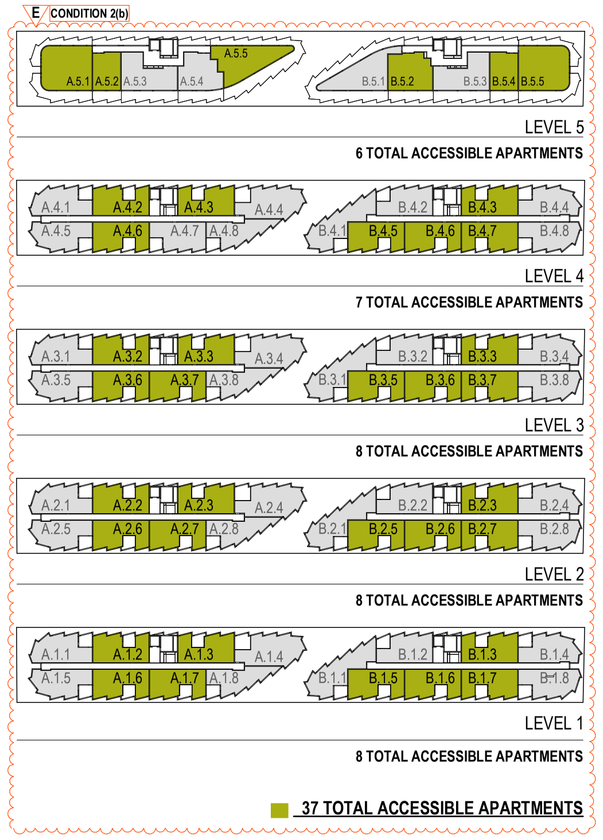
F
SECONDARY CONSENT



TYPE L (2 BEDROOM)
APT B.5.2

F
SECONDARY CONSENT

E CONDITION 2(b)



E

CONDITION 2(f)
REQUIREMENTS CONTAINED WITH THE SUSTAINABLE MANAGEMENT PLAN & WSUD RESPONSE IN ACCORDANCE WITH CONDITION 4;

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GLAZING TYPES TO BE AS PER REQUIREMENTS OUTLINED IN ACOUSTIC REPORT PREPARED BY ACOUSTIC CONTROL PTY LTD, ISSUE B, DATED 07/09/20, REPORT NUMBER DL1594-1 AND ALL RELEVANT APPENDICES.

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SPECIAL NOTES:
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WINDOW TYPE 2:
∑ ALUMINIUM FRAMED WINDOW GLAZED WITH SINGLE 6.38MM LAMINATED GLASS OR 26MM SEALED DOUBLE GLAZED UNIT (IGU) CONSISTING OF 6MM FLOAT GLASS/12MM AIRGAP/8MM GLASS IGU OR 10MM FLOAT GLASS/12MM AIRGAP/4MM FLOAT GLASS IGU. MIN. ACOUSTIC RATING RW 32/ RW + CTR 29.

WINDOW TYPE 3:
∑ ALUMINIUM FRAMED WINDOW GLAZED WITH STANDARD 5MM OR 6MM SINGLE OR 18-24MM SEALED DOUBLE GLAZED UNIT (IGU) CONSISTING 6MM FLOAT GLASS/6-12MM AIRGAP/6MM FLOAT GLASS OR 5MM FLOAT GLASS/6-12MM AIR/5MM FLOAT GLASS DOUBLE GLAZING. MIN. ACOUSTIC RATING RW 30/ RW + CTR 27.

THE FAÇADE SYSTEM FOR THIS DEVELOPMENT SHOULD BE A COMMERCIAL GRADE, SINGLE OR DOUBLE GLAZED (IGU) SYSTEM AS REQUIRED. ACCEPTABLE SYSTEMS ARE AVAILABLE FROM AWS, GJAMES OR CAPRAL ALUMINIUM.

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W3 TYPE WINDOWS CAN BE FITTED WITH STANDARD WEATHER SEALS.

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NOTE: TO BE READ IN CONJUNCTION WITH PROVIDED ACOUSTIC REPORT

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F	CONDITION 2 / SECONDARY CONSENT	23.09.2020

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PROJECT NO.
231-D2

PROJECT LOCATION
240 HIGH STREET
THOMASTOWN

SCALE @ A1
1:100 @ A1

CHECKED BY
JC

PROJECT NAME
240 HIGH STREET

DRAWING TITLE
TYPICAL FLOOR PLANS 2

REVISION
F

DRAWING NO.
TP13

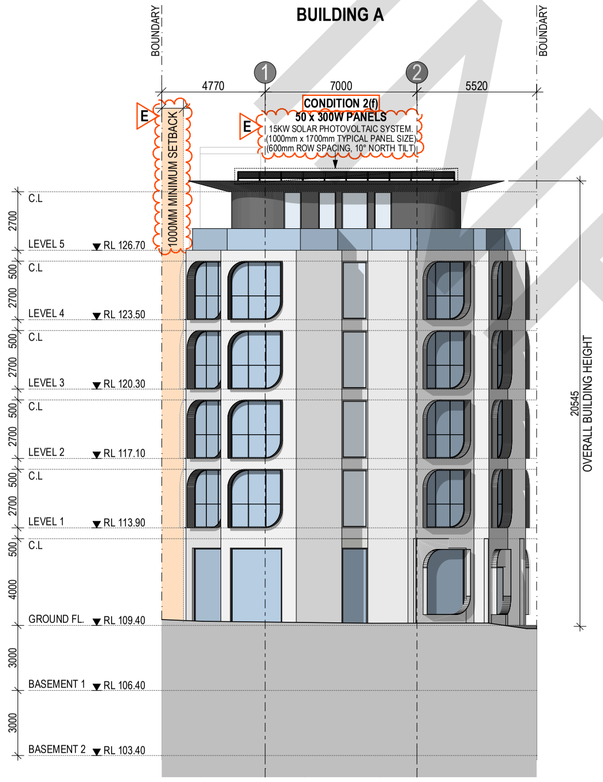
TOWN PLANNING

HACHEM

CORNETTA PARTNERS ARCHITECTS

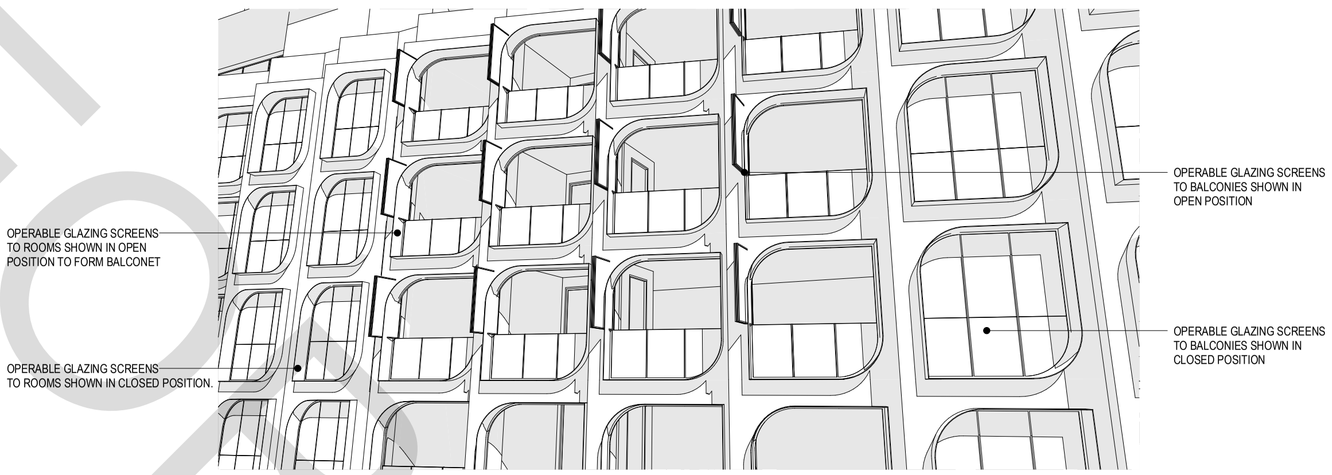
INFORMATION ONLY

E CONDITION 2(f)
REQUIREMENTS CONTAINED WITH THE SUSTAINABLE MANAGEMENT PLAN & WSUD RESPONSE IN ACCORDANCE WITH CONDITION 4;



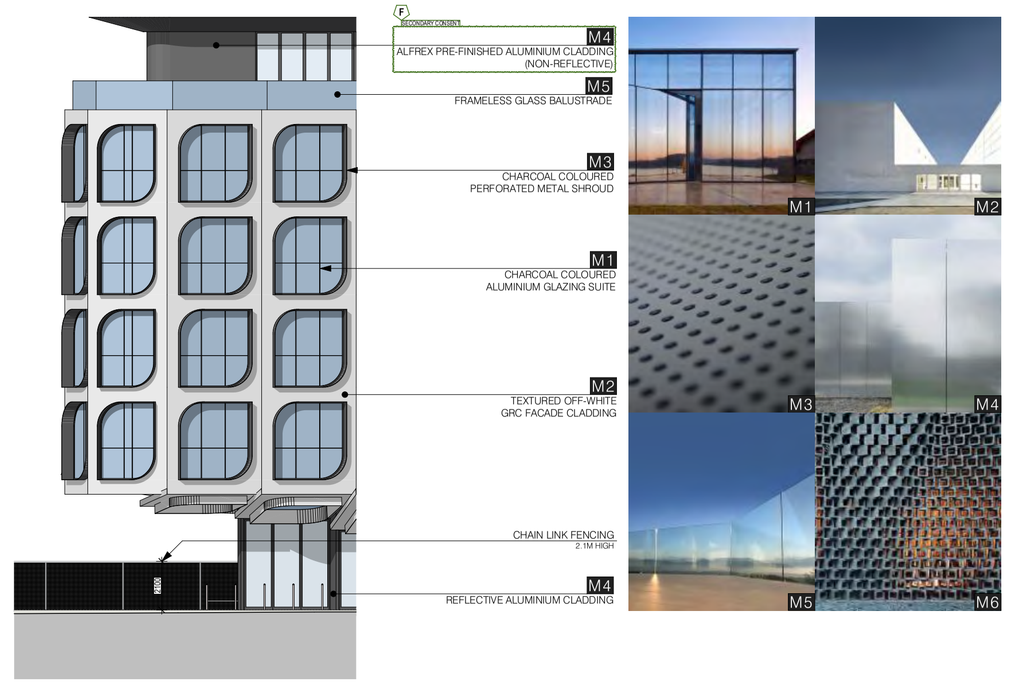
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NORTH ELEVATION
SCALE @ A1 - 1:200



-

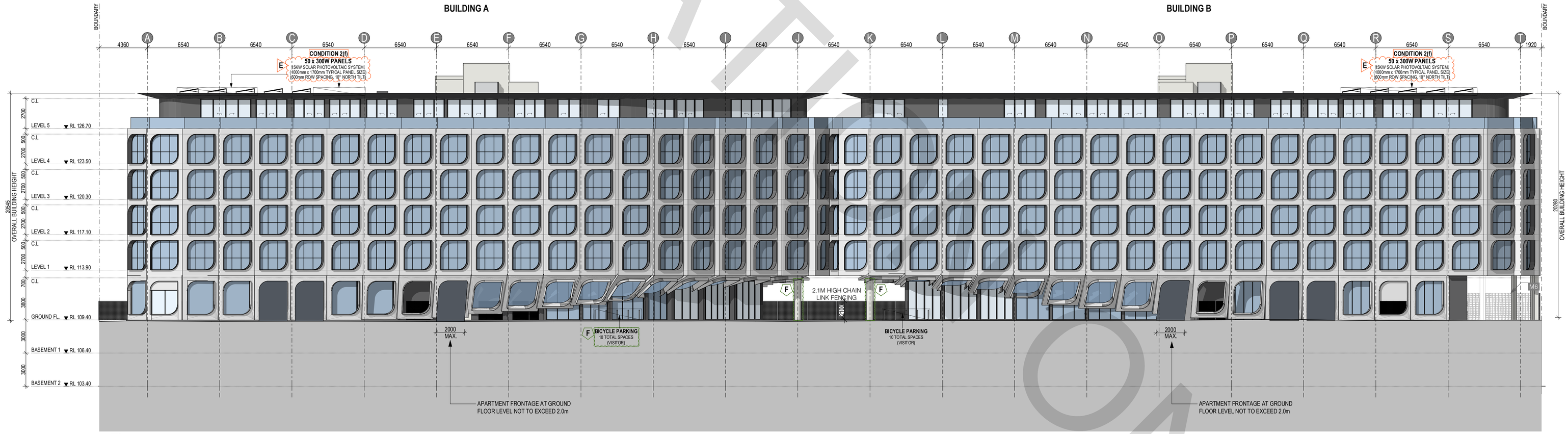
TYPICAL FACADE DETAIL
SCALE @ A1 -



M
-

MATERIAL PALETTE

BUILDING A **BUILDING B**



W
-

WEST ELEVATION
SCALE @ A1 - 1:200

HACHEM
LEVEL 3, 2 DREWRY PLACE
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studio: 03 94891299

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A	TOWN PLANNING ISSUE	26.10.2018
B	APARTMENT ENTRY REDUCED TO 2.0m MAX. WIDE	25.01.2019
C	RESPONSE TO COUNCIL RFI	27.02.2019
D	FOR DISCUSSION	21.06.2019
E	CONDITION 2 RESPONSE	26.06.2020
F	CONDITION 2 / SECONDARY CONSENT	23.09.2020

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PROJECT NO. 231-D2
SCALE @ A1 1:200 @ A1
PROJECT LOCATION 240 HIGH STREET THOMASTOWN
CHECKED BY JC
PROJECT NAME **240 HIGH STREET**
DRAWING TITLE **ELEVATIONS**
REVISION **F**
DRAWING NO. **TP14**

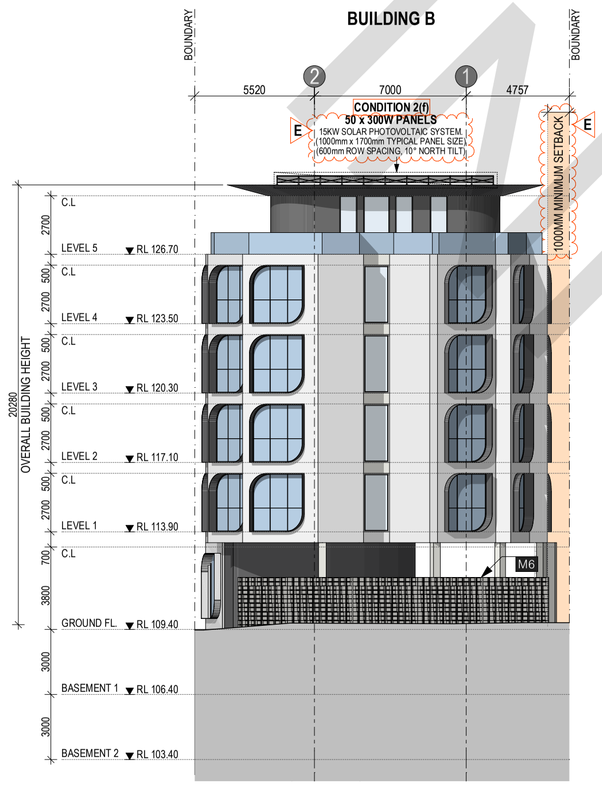
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TOWN PLANNING

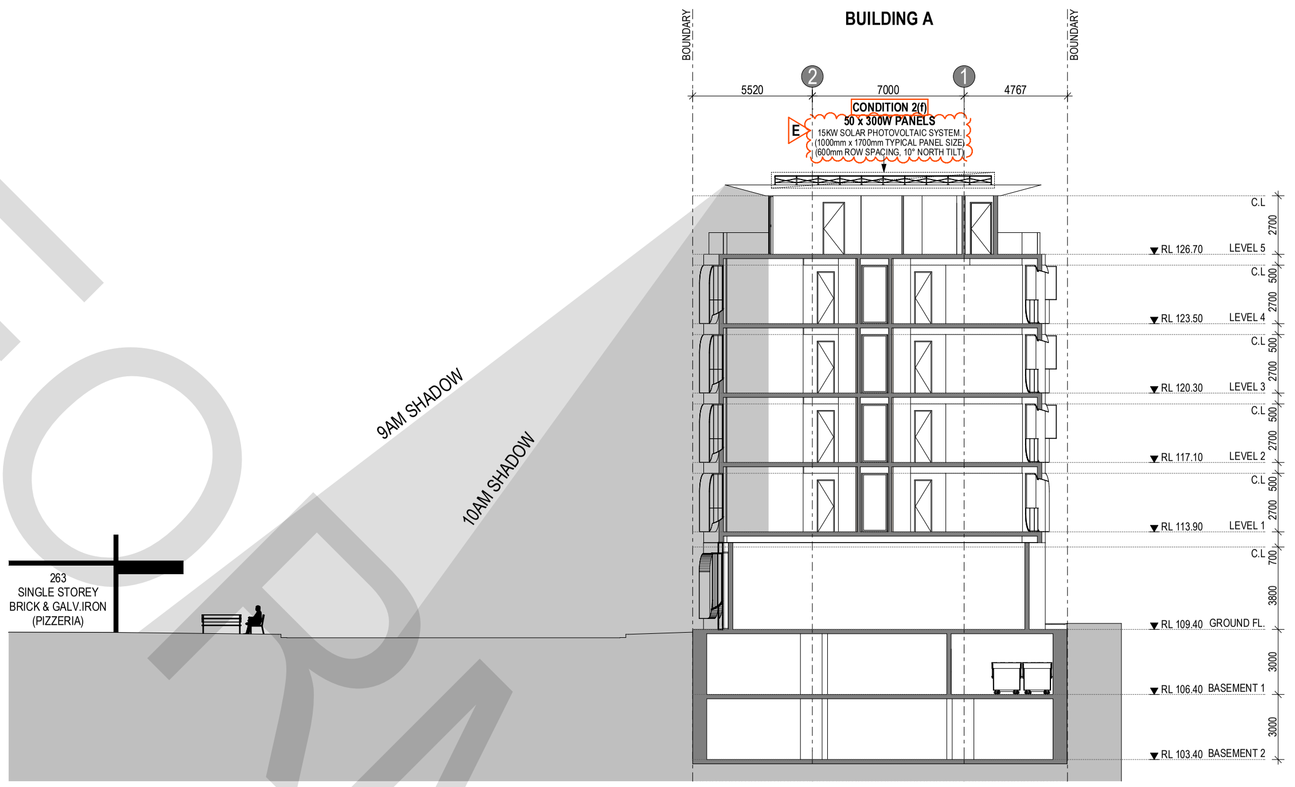
CORNETTA PARTNERS ARCHITECTS

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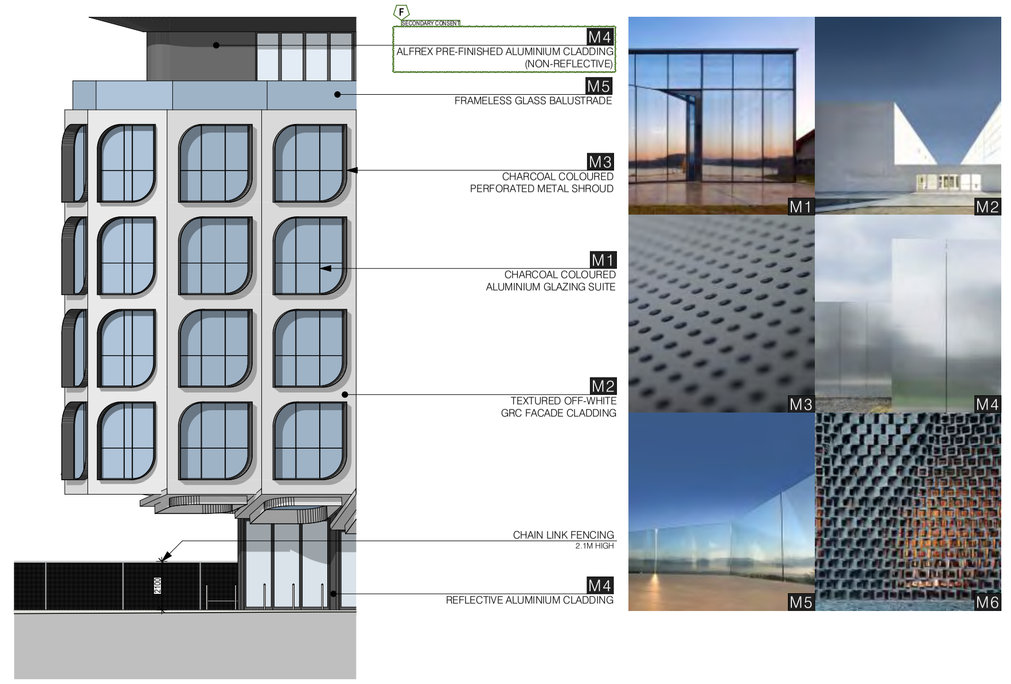
E **CONDITION 2(f)**
REQUIREMENTS CONTAINED WITH THE SUSTAINABLE MANAGEMENT PLAN & WSUD RESPONSE IN ACCORDANCE WITH CONDITION 4;



S
-
SOUTH ELEVATION
SCALE @ A1 - 1:200



A
-
SECTION A - 9AM / 10AM SHADOW DIAGRAMS
SCALE @ A1 - 1:200



M
-
MATERIAL PALETTE



E
-
EAST ELEVATION
SCALE @ A1 - 1:200

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PROJECT NO.
231-D2

SCALE @ A1
1:200 @ A1

PROJECT LOCATION
240 HIGH STREET
THOMASTOWN

CHECKED BY
JC

PROJECT NAME
240 HIGH STREET

DRAWING TITLE
ELEVATIONS 2

REVISION
F

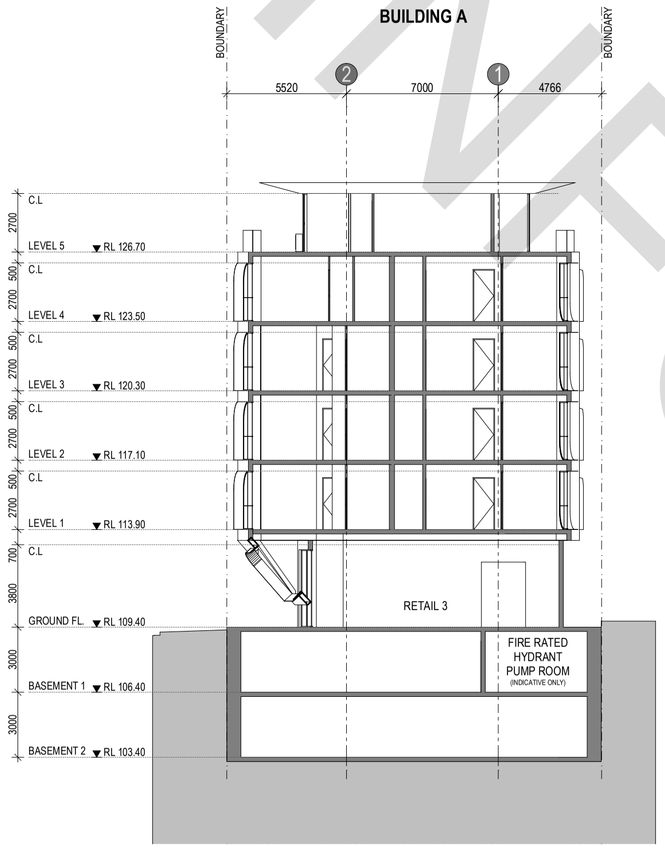
DRAWING NO.
TP15

HACHEM

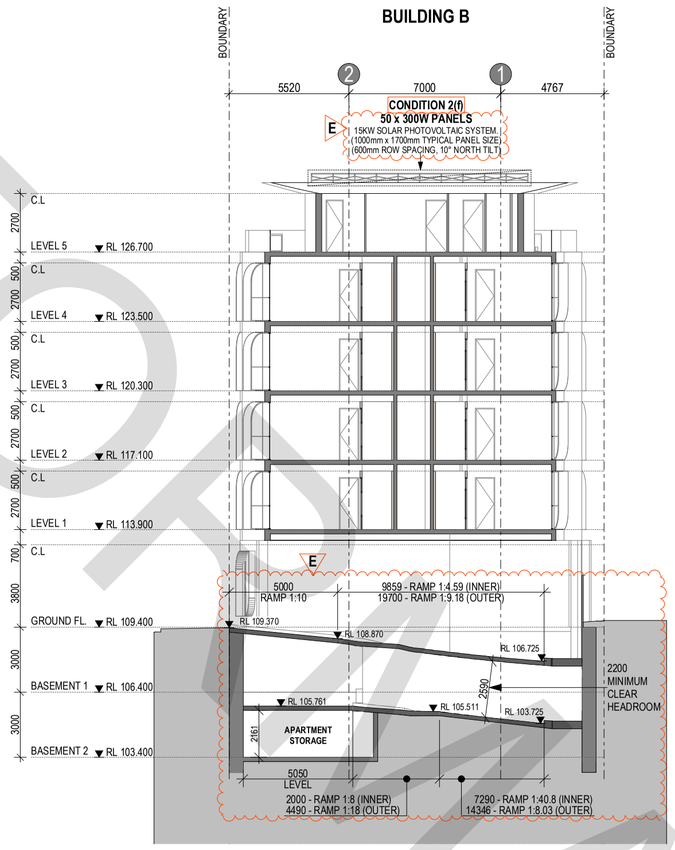
TOWN PLANNING

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PARTNERS
ARCHITECTS

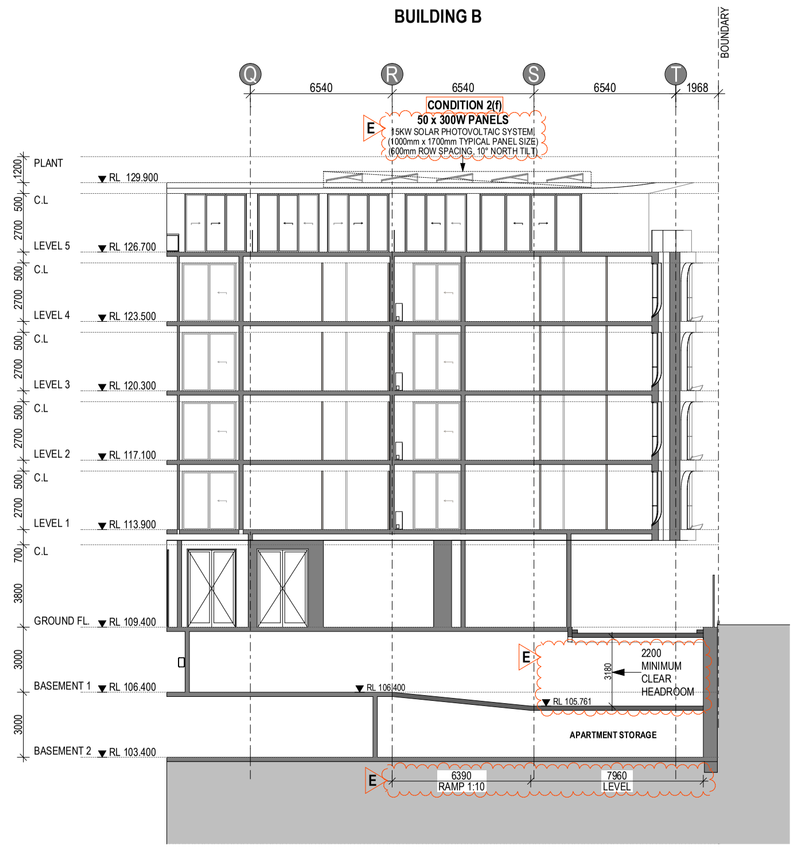
E **CONDITION 2(f)**
REQUIREMENTS CONTAINED WITH THE SUSTAINABLE MANAGEMENT PLAN & WSUD RESPONSE IN ACCORDANCE WITH CONDITION 4;



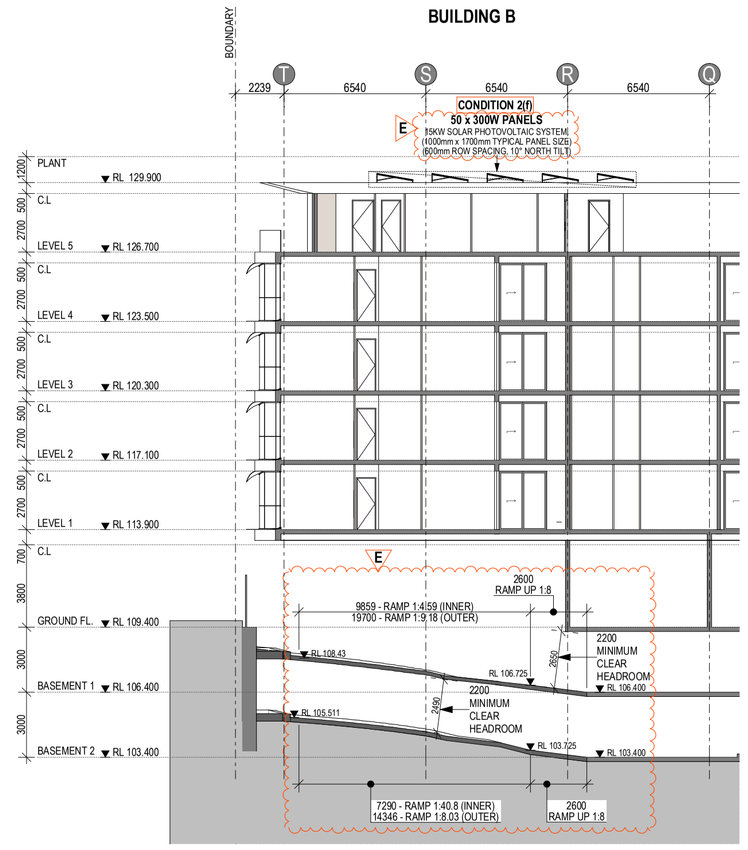
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-
SECTION B
SCALE @ A1 - 1:200



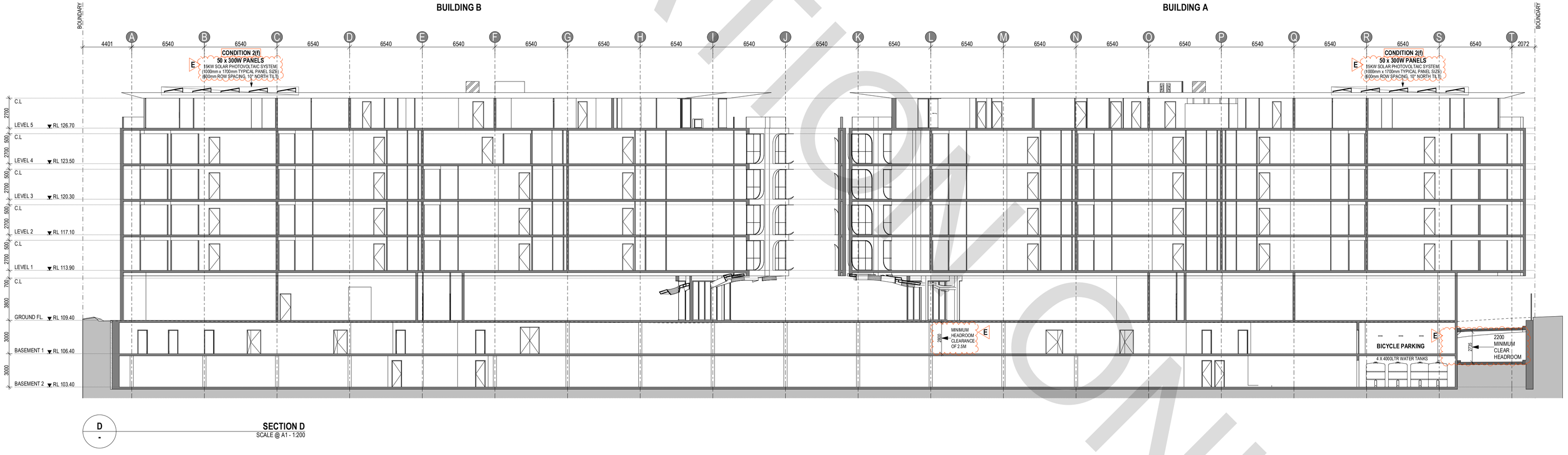
C
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SECTION C
SCALE @ A1 - 1:200



E
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SECTION E
SCALE @ A1 - 1:200



F
-
SECTION F
SCALE @ A1 - 1:200



D
-
SECTION D
SCALE @ A1 - 1:200

INFORMATION ONLY

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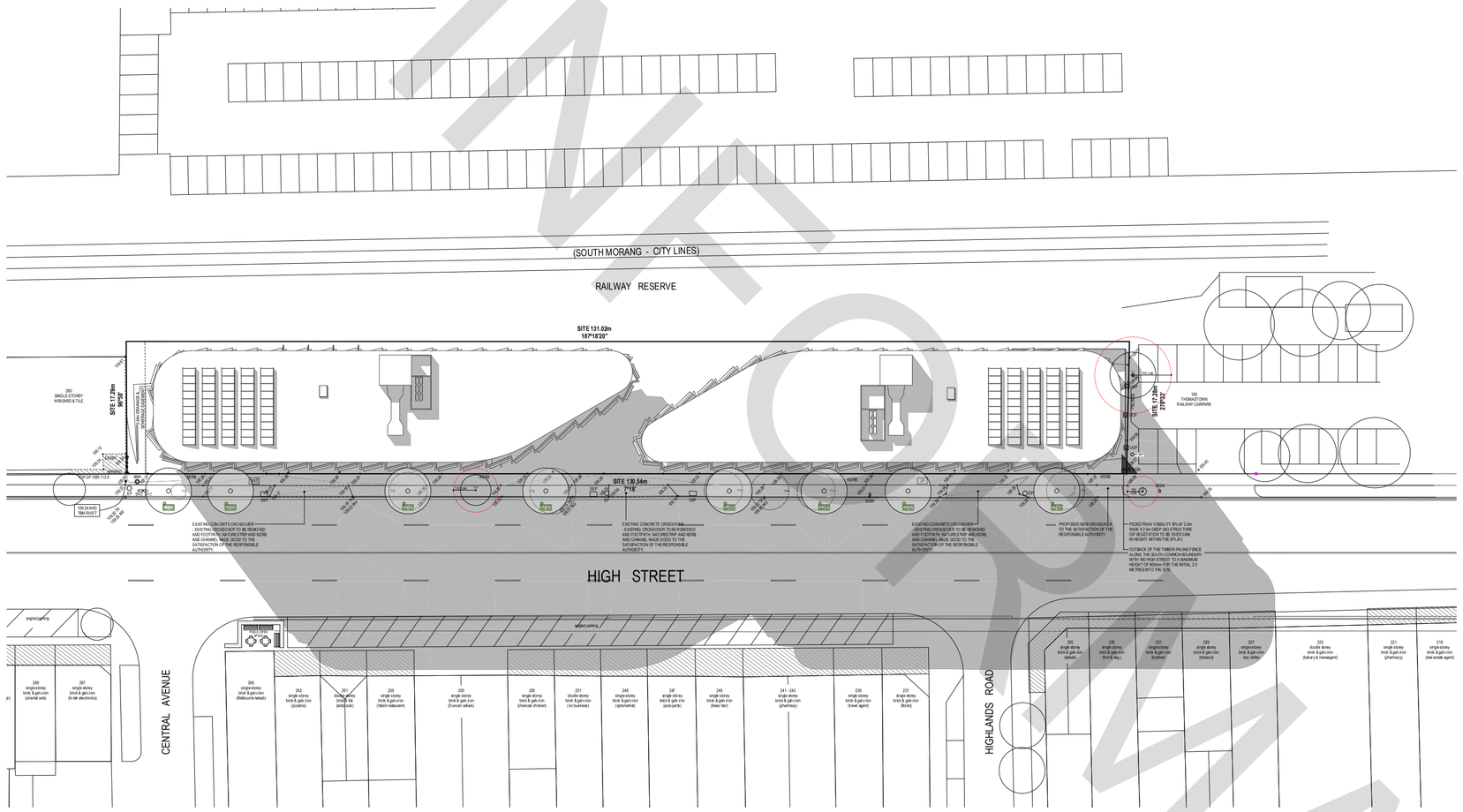
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PROJECT NO. 231-D2
SCALE @ A1 1:200 @ A1
PROJECT LOCATION 240 HIGH STREET THOMASTOWN
CHECKED BY JC
PROJECT NAME **240 HIGH STREET**
DRAWING TITLE **SECTIONS**
REVISION **F**
DRAWING NO. **TP16**

HACHEM

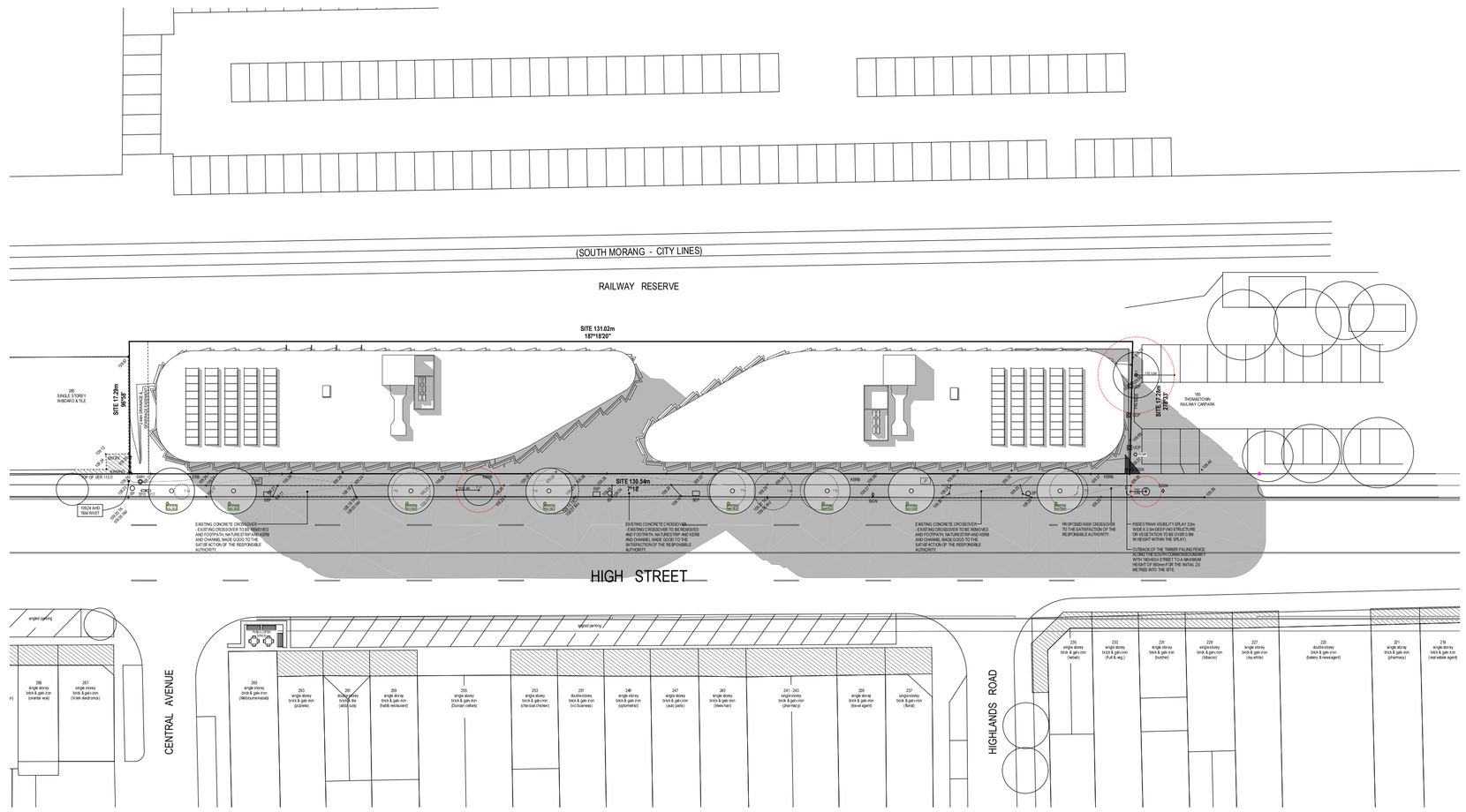
TOWN PLANNING

CORNETTA PARTNERS ARCHITECTS



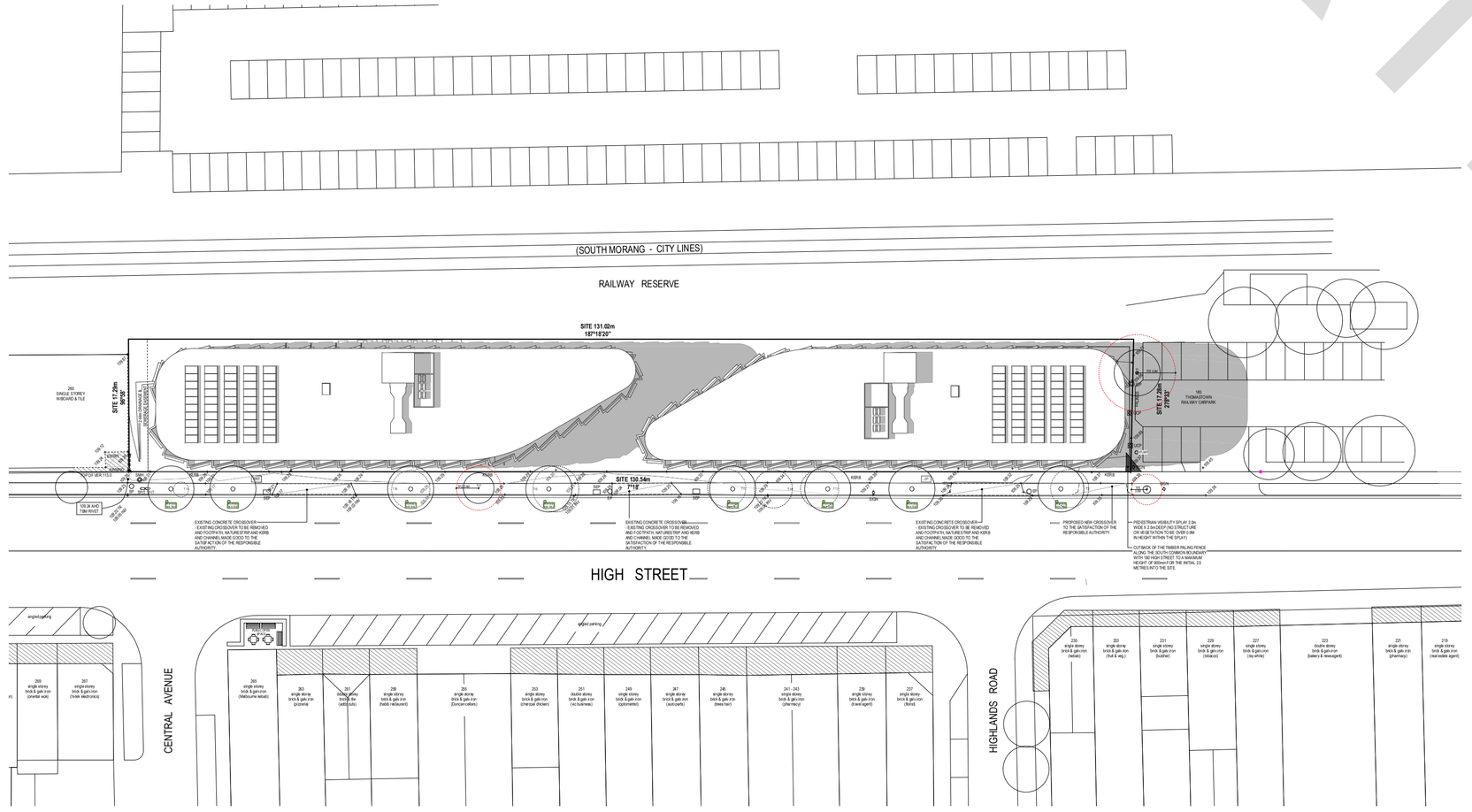
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SHADOW EQUINOX 9AM SEPT. 22
SCALE @ A1 - 1:500



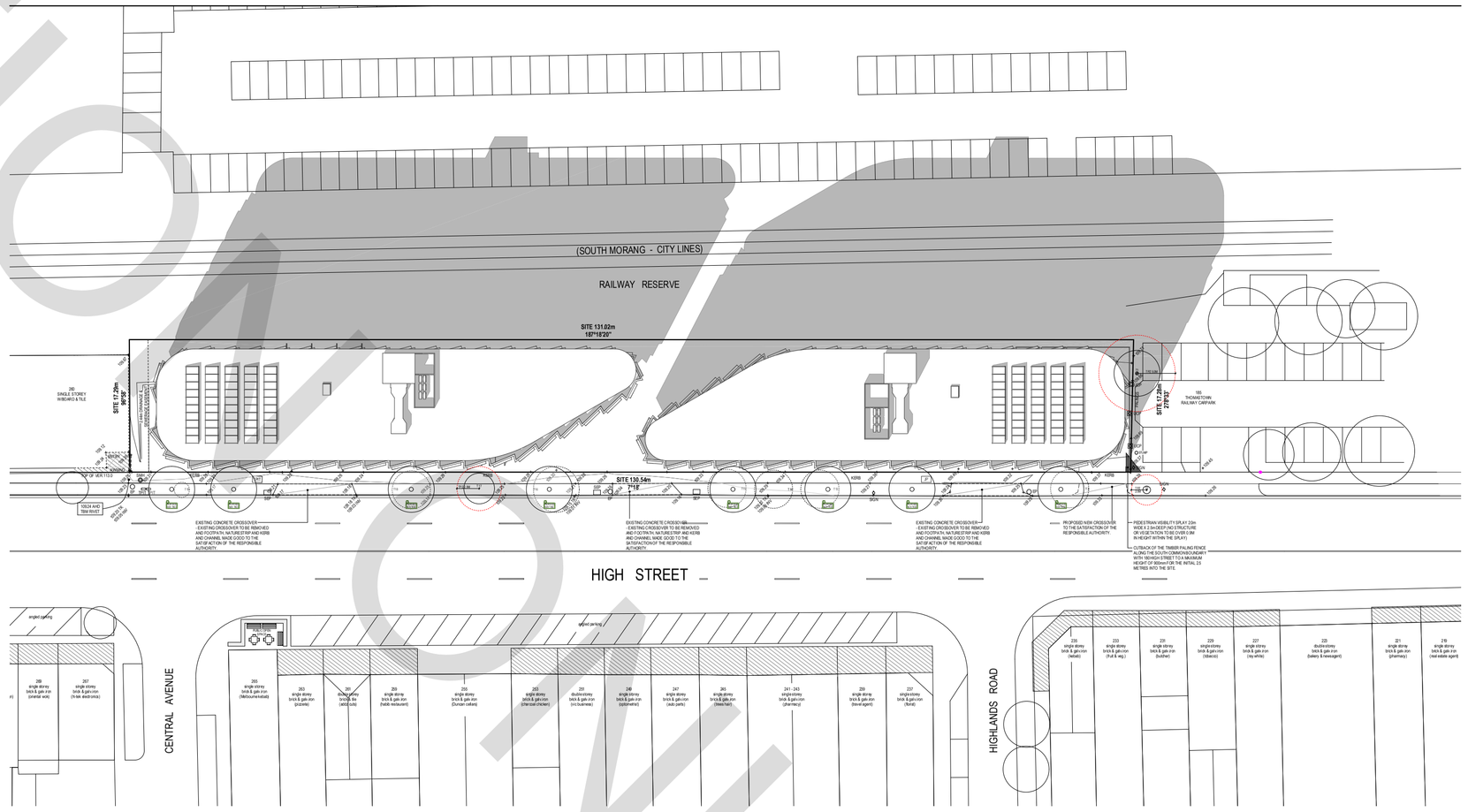
10AM

SHADOW EQUINOX 10AM SEPT.22
SCALE @ A1 - 1:500



12PM

SHADOW EQUINOX 12PM SEPT.22
SCALE @ A1 - 1:500



3PM

SHADOW EQUINOX 3PM SEPT.22
SCALE @ A1 - 1:500

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PROJECT NO.
231-D2

PROJECT LOCATION
240 HIGH STREET
THOMASTOWN

SCALE @ A1
1:500 @ A1

CHECKED BY
JC

PROJECT NAME
240 HIGH STREET

DRAWING TITLE
SHADOW DIAGRAMS

REVISION
F

DRAWING NO.
TP17

HACHEM

CORNETTA PARTNERS ARCHITECTS

TOWN PLANNING

INFORMATION ONLY

Disclaimer

The Purchaser acknowledges that:

(a) the plans, specifications and materials for the Property and the Development included in this Contract or which have been provided to the Purchaser (**Documents**) have been produced prior to detailed design and construction work;

(b) the areas, dimensions, layout, features and views of the Property and the Development set out in the Documents:

(i) are approximate only;

(ii) may differ from those deduced or scaled from the Plan;

(iii) may be larger or smaller than those deduced or scaled from the Plans;

(iv) may be altered or varied by the Vendor in accordance with this Contract;

(c) the Documents may include or show finishes, fixtures, appliances and/or equipment which are not included in the base price for the Property and are optional extras that can be provided at an additional cost to the Purchaser;

(d) proposed title boundaries may be depicted in the Plan. When the Plan is registered, the actual title boundaries may differ from those shown in the Plan annexed to this Contract;

(e) title boundaries depicted in the Plan (such as by reference to internal faces and median between lots) may differ from those shown in other Documents. The Plan and the other Documents may or may not determine or show areas or dimensions, and cannot be relied upon for determining or showing areas or dimensions;

(f) the photographs and other images for the Property or the Development are for illustrative purposes only and must not be relied upon by the Purchaser including without limitation, all colours, finishes, depictions of landscaping and laneways and other representations or images;

(g) the furniture depicted in the plans, specifications and materials will not be provided by the Vendor;

(h) the Vendor has no control over developments by parties unrelated to the Vendor of property surrounding or nearby the Development and the development of property surrounding or nearby the Development may affect the actual views that will be available from the Development when it is completed; and

(i) it will obtain independent legal advice in relation to the Documents, this Contract and its purchase of the Property.

INFORMATION ONLY

ANNEXURE D – STANDARD FITTINGS AND FINISHES SCHEDULE

INFORMATION ONLY

FIXTURES, FITTINGS, AND FINISHES - STANDARD
NEXUS APARTMENTS
240 HIGH STREET, THOMASTOWN

CODE	TYPE	DESCRIPTION
1.0 KITCHEN FITTINGS & FINISHES		
1.1	OVEN	Stainless steel oven by Bosch
1.2	COOKTOP	60cm 4-burner gas cooktop by Bosch
1.3	RANGEHOOD	60cm slideout rangehood by Bosch
1.4	DISHWASHER	Stainless steel dishwasher by Bosch
1.5	BENCH TOP	Stone benchtop
1.6	KITCHEN JOINERY	Laminate finish
1.7	SINK	Single bowl undermount sink
1.8	SINK MIXER	Stainless steel kitchen sink mixer
1.9	SPLASHBACK	Stone splsahback
1.10	FLOORING	Timber flooring
2.0 ENSUITE FITTINGS & FINISHES		
2.1	TOILET SUITE	Vitreous china toilet suite
2.2	SHOWER	Tiles throughout to floor waste
2.3	SHOWER TAPWARE	Brushed finish shower mixer
2.4	SHOWER SCREEN	Glass screen
2.5	VANITY JOINERY	Laminate finish
2.6	VANITY BASIN	Vitreous china undermount basin
2.7	VANITY BASIN TAPWARE	Brushed finish basin mixer
2.8	VANITY MIRROR	Clear with polished edges
2.9	TOWEL RAIL	Brushed finish towel rail
2.10	TOILET PAPER HOLDER	Brushed finish toilet paper roll holder
2.11	WALLS	Wall tiles
2.12	FLOORING	Floor tiles
3.0 LAUNDRY FITTINGS & FINISHES		
3.1	LAUNDRY SINK TROUGH	Stainless steel trough with cupboard under
3.2	LAUNDRY TAPWARE	Standard laundry tapware
3.3	WASHING MACHINE OUTLETS	Hot/Cold water and discharge outlet
3.4	LAUNDRY JOINERY	Laminate finish
3.5	WALLS	Paint finish
3.6	FLOORS	Floor tiles
4.0 BATHROOM FITTINGS & FINISHES		
4.1	TOILET SUITE	Vitreous china toilet suite
4.2	SHOWER	Tiles throughout to floor waste
4.3	SHOWER TAPWARE	Brushed finish shower mixer
4.4	SHOWER SCREEN	Glass screen
4.5	VANITY JOINERY	Laminate finish
4.6	VANITY BASIN	Vitreous china undermount basin
4.7	VANITY BASIN TAPWARE	Brushed finish basin mixer
4.8	VANITY MIRROR	Clear with polished edges
4.9	TOWEL RAIL	Brushed finish towel rail
4.10	TOILET PAPER HOLDER	Brushed finish toilet paper roll holder
4.11	WALLS	Wall tiles
4.12	FLOORING	Floor tiles
5.0 LIVING ROOM FINISHES		
5.1	FLOORING	Timber flooring
5.2	WALLS	Paint finish
5.3	HEATING & COOLING	Split-unit with heating and cooling
5.4	LIGHTING	LED lighting
6.0 BEDROOM FINISHES		
6.1	FLOORING	Carpet flooring
6.2	WALLS	Paint finish
6.3	LIGHTING	LED lighting

*This document provides general information only and may be subject to change at any time without notice.

INFORMATION ONLY

ANNEXURE E – PREMIUM FITTINGS AND FINISHES SCHEDULE

INFORMATION ONLY

FIXTURES, FITTINGS, AND FINISHES - PREMIUM
NEXUS APARTMENTS
240 HIGH STREET, THOMASTOWN

CODE	TYPE	DESCRIPTION
1.0 KITCHEN FITTINGS & FINISHES		
1.1	OVEN	Stainless steel oven by Bosch
1.2	COOKTOP	60cm 4-burner gas cooktop by Bosch
1.3	RANGEHOOD	60cm slideout rangehood by Bosch
1.4	DISHWASHER	Stainless steel dishwasher by Bosch
1.5	REFRIGERATOR	High-efficiency refrigerator
1.6	BENCH TOP	Stone benchtop
1.7	KITCHEN JOINERY	Laminate finish
1.8	SINK	Single bowl undermount sink
1.9	SINK MIXER	Stainless steel kitchen sink mixer
1.10	SPLASHBACK	Stone splashback
1.11	FLOORING	Timber flooring
2.0 ENSUITE FITTINGS & FINISHES		
2.1	TOILET SUITE	Vitreous china toilet suite
2.2	SHOWER	Tiles throughout to floor waste
2.3	SHOWER TAPWARE	Brushed finish shower mixer
2.4	SHOWER SCREEN	Glass screen
2.5	VANITY JOINERY	Laminate finish
2.6	VANITY BASIN	Vitreous china undermount basin
2.7	VANITY BASIN TAPWARE	Brushed finish basin mixer
2.8	VANITY MIRROR	Clear with polished edges
2.9	TOWEL RAIL	Brushed finish towel rail
2.10	TOILET PAPER HOLDER	Brushed finish toilet paper roll holder
2.11	WALLS	Wall tiles
2.12	FLOORING	Floor tiles
3.0 LAUNDRY FITTINGS & FINISHES		
3.1	LAUNDRY SINK TROUGH	Stainless steel trough with cupboard under
3.2	LAUNDRY TAPWARE	Standard laundry tapware
3.3	WASHING MACHINE OUTLETS	Hot/Cold water and discharge outlet
3.4	WASHER	High efficiency washing machine
3.5	DRYER	High efficiency drying machine
3.6	LAUNDRY JOINERY	Laminate finish
3.7	WALLS	Paint finish
3.8	FLOORS	Floor tiles
4.0 BATHROOM FITTINGS & FINISHES		
4.1	TOILET SUITE	Vitreous china toilet suite
4.2	SHOWER	Tiles throughout to floor waste
4.3	SHOWER TAPWARE	Brushed finish shower mixer
4.4	SHOWER SCREEN	Glass screen
4.5	VANITY JOINERY	Laminate finish
4.6	VANITY BASIN	Vitreous china undermount basin
4.7	VANITY BASIN TAPWARE	Brushed finish basin mixer
4.8	VANITY MIRROR	Clear with polished edges
4.9	TOWEL RAIL	Brushed finish towel rail
4.10	TOILET PAPER HOLDER	Brushed finish toilet paper roll holder
4.11	WALLS	Wall tiles
4.12	FLOORING	Floor tiles
5.0 LIVING ROOM FINISHES		
5.1	FLOORING	Timber flooring
5.2	WALLS	Paint finish
5.3	HEATING & COOLING	Split-unit with heating and cooling
5.4	LIGHTING	LED lighting
6.0 BEDROOM FINISHES		
6.1	FLOORING	Timber flooring
6.2	WALLS	Paint finish
6.3	LIGHTING	LED lighting

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INFORMATION ONLY

ANNEXURE F – NOMINATION FORM

SALE OF REAL ESTATE NOMINATION FORM

TO THE VENDOR:

VENDOR: **CHEW LOON TAN**

PURCHASER(S): _____ _____

GUARANTOR(S): _____ _____

PROPERTY: Lot [ ]

on the Plan

NOMINEE _____ of _____

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

The Purchaser and the Nominee acknowledge and agree in favour of the Vendor that:

(a) they will be jointly and severally liable for the due performance of the obligations of the Purchaser under the contract;

(b) they will be jointly and severally liable for the payment of any expenses resulting from this nomination (including any Stamp Duty and the legal expenses of the Vendor arising from the nomination);

(c) the Deposit is given by both the Purchaser and the Nominee, and the Vendor, the Vendor's Lawyers and the Vendor's agents are authorised, if they elect to do so and if the Deposit is given in cash and not by way of a Bank Guarantee, to transfer the Deposit into a new interest-bearing trust account or rename the existing interest-bearing trust account accordingly.

The Guarantor(s) acknowledges and agrees that the nomination of the Nominee does not vitiate its obligations under the Guarantee and Indemnity in favour of the Vendor.

EXECUTED AS A DEED

INFORMATION ONLY

DATE: _____

PURCHASER

Signed sealed and delivered by the **Purchaser** in the presence of:

_____ ←	_____ ←
Signature of witness	Signature
_____	_____
Name of witness (print)	Name of Purchaser (print)

Executed by the **Purchaser** in accordance with Section 127 of the *Corporations Act 2001*

_____ ←	_____ ←
Signature of director	Signature of director/company secretary (Please delete as applicable)
_____	_____
Name of director (print)	Name of director/company secretary (print)

NOMINEE

Signed sealed and delivered by the **Nominee** in the presence of:

_____ ←	_____ ←
Signature of witness	Signature
_____	_____
Name of witness (print)	Name of Nominee (print)

Executed by the **Nominee** in accordance with Section 127 of the *Corporations Act 2001*

_____ ←	_____ ←
Signature of director	Signature of director/company secretary (Please delete as applicable)
_____	_____
Name of director (print)	Name of director/company secretary (print)

INFORMATION ONLY

GUARANTOR

Signed sealed and delivered by the **Guarantor** in the presence of:

←	←
Signature of witness	Signature
Name of witness (print)	Name of Guarantor (print)
Date (print)	

Executed by the **Guarantor** in accordance with Section 127 of the *Corporations Act 2001*

←	←
Signature of director	Signature of director/company secretary (Please delete as applicable)
Name of director (print)	Name of director/company secretary (print)
Date (print)	

INFORMATION ONLY

ANNEXURE G – OWNERS CORPORATION RULES

INFORMATION ONLY

Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

2. Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub committee without reference to the owners corporation.

3. Management and administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

INFORMATION ONLY

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

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

4.2 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.

4.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

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5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

INFORMATION ONLY

(6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.

(8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

INFORMATION ONLY

Vendor Statement

Chew Loon Tan

240-258 High Street, Thomastown VIC 3074

Lot

INFORMATION ONLY

Vendor's statement
Section 32 *Sale of Land Act 1962*

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

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

Property/Land	**PART OF THE LAND IN THE PLAN BEING 240-258 HIGH STREET, THOMASTOWN VIC 3074 (REFER CONTRACT OF SALE FOR LOT DETAILS)**

Vendor's Name	**CHEW LOON TAN**	**Date / / 2020**
Signature of authorised representative for Vendor		

Purchaser's Name		**Date / / 2020**
Purchaser's Signature		
Purchaser's Name		**Date / / 2020**
Purchaser's Signature		

INFORMATION ONLY

1. Title

Attached are copies of the following documents concerning title:

- Register Search Statements as to certificates of title Volume 10172 Folio 808
- the documents, or part of the documents, referred to as the diagram location in the Register Search Statements that identifies the property and its location, namely Title Plan 789463R.
- Statutory Charge Registered No. AQ314347Y
- Proposed Plan of Subdivision PS843109A

2. Financial Matters

2.1 Particulars of any Outgoings

The amount of any rates, taxes, charges, or other similar outgoings affecting the property, and any interest payable on any part of those rates, taxes, charges or outgoings which is unpaid including any rates, taxes, charges or outgoings for which the purchaser may become liable in consequence of the sale and which the vendor might reasonably be expected to have knowledge of are set out in the attached certificates and as follows:

- As the owner of the property, the purchaser will be liable for the outgoings on it. These outgoings may include land tax. The extent of the purchaser's liability for land tax will depend on how much land the purchaser owns.
- At settlement, the purchaser will have to pay, or reimburse the vendor, a proportion of the outgoings on the property for the current year.

2.2 Particulars of any Charge

Particulars of any registered or unregistered charge over the property that has been imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:

Other than as set out in the attached certificates, there are none known to the vendor.

3. Insurance

3.1 Damage and Destruction

This section 3.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not applicable

3.2 Owner Builder

This section 3.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not applicable

INFORMATION ONLY

4. Land Use

4.1 Easements and covenants

Any easement, covenant or other similar restriction affecting the property (whether registered or unregistered) is set out in the attached copies of these documents:

- planning permit;
- title documents;
- statutory charge registered no. AQ314347Y
- certificates.

Failure to comply?

Particulars of any existing failure to comply with the terms of an easement, covenant or other similar restriction are:

Other than as set out in the attached certificates, there are none known to the vendor.

4.2 Planning Scheme

The following information concerning the planning instrument applying to the property is set out in the attached copy certificate:

- the name of the planning scheme;
- the name of the responsible authority;
- the zoning of the property; and
- the name of any planning overlay affecting the property.

4.3 Road Access

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

5. Notices

5.1 Notice, order, declaration, report or recommendation

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

Other than as set out in the attached certificates, there are none known to the vendor.

5.2 Agricultural chemicals

Particulars of any 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 are as follows:

Other than as set out in the attached certificates, there are none known to the vendor.

5.3 Compulsory acquisition

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

Other than as set out in the attached certificates, there are none known to the vendor.

INFORMATION ONLY

6. Services

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

Electricity Supply ☒	Gas supply ☒	Water supply ☒	Sewerage ☒	Telephone services ☒

7. Building permits for a building on a residential property

Particulars of any building permit issued under the *Building Act 1993* in the preceding 7 years in relation to a building on the property are attached.

8. Growth areas infrastructure contribution

Unless there is a certificate attached, the land, in accordance with a work-in-kind agreement, is NOT:

(a) land that is to be transferred under the agreement; or

(b) land on which works are to be carried out under the agreement; or

land in respect of which a growth areas infrastructure contribution is imposed.

9. Subdivision

9.1 Unregistered Subdivision

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

Proposed plan of subdivision is attached

9.2 Staged Subdivision

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

If the land is part of a staged subdivision, the following is attached:

- If the land is in the second or subsequent stage, a copy of the plan for the first stage:
  - see attached copy of Proposed Plan of Subdivision PS843109A/S1
- details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with:-
  - none to the Vendor's knowledge
- details of any proposals relating to subsequent stages that are known to the Vendor:-
  - the Vendor may create subsequent stages, the Vendor does not have details of any proposals relating to the subsequent stages other than those shown in the attached Proposed Plan of Subdivision PS843109A
- a statement of the contents of any permit under the *Planning and Environment Act 1987 (Vic)* authorising the staged subdivision:-
  - See attached copy of planning permits, if any.

9.3 Further Plan of Subdivision

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

Not applicable

INFORMATION ONLY

10. Disclosure of energy information

(Disclosure of this information is not required under section 32 of the *Sale of Land Act* 1962 but may be included in this vendor statement for convenience)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act* 2010 (Cth):

(a) To be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) Which has a net lettable area of at least 2000m^2; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not applicable

11. Owners corporation

On registration of the Plan and creation of the Owners Corporation, the Purchaser will be able to obtain:

- A copy of the current Owners Corporation certificate issued in respect of the Property under the *Owners Corporations Act 2006* (Vic);
- All documents and information required under section 151(4)(b) of the *Owners Corporations Act 2006* (Vic), being:
    - A copy of the Owners Corporation Rules. A sample of Owners Corporation rules that the Property and the Purchaser may be subject to are attached. These rules may change on, before or after the Due Date.
    - The prescribed statement providing advice and information to prospective purchasers and lot owners.
    - A copy of all resolutions made at the last annual general meeting of the Owners Corporation.

12. Bushfire prone area

The property is not in a bushfire-prone area within the meaning of regulations made under the Building Act 1993.

13. Due diligence checklist for residential properties

A copy of the prescribed due diligence checklist as approved by the Director of Consumer Affairs Victoria is attached.

INFORMATION ONLY

SEARCHES AND CERTIFICATES

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

VOLUME 10172 FOLIO 808 Security no : 124086007063Q
Produced 12/10/2020 05:00 PM

CROWN GRANT

LAND DESCRIPTION

Crown Allotment 26D Parish of Keelbundora.

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
CHEW LOON TAN of 46-50 KEON PARADE THOMASTOWN VIC 3074
AQ946494J 23/04/2018

ENCUMBRANCES, CAVEATS AND NOTICES

STATUTORY CHARGE Section 96(1) Land Tax Act 2005
AQ314347Y 05/10/2017

MORTGAGE AT675643B 08/10/2020
ALCEON FINANCE PTY LTD

Any crown grant reservations exceptions conditions limitations and powers noted on the plan or imaged folio set out under DIAGRAM LOCATION below. For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP789463R FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AT479850P (E)	CONV PCT & NOM ECT TO LC	Completed	03/08/2020
AT479853H (E)	MORTGAGE	Registered	03/08/2020
AT675642D (E)	DISCHARGE OF MORTGAGE	Registered	08/10/2020
AT675643B (E)	MORTGAGE	Registered	08/10/2020

END OF REGISTER SEARCH STATEMENT

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

Street Address: 240-258 HIGH STREET THOMASTOWN VIC 3074

INFORMATION ONLY

ADMINISTRATIVE NOTICES

NIL

eCT Control 19208S HWL EBSWORTH LAWYERS
Effective from 08/10/2020

DOCUMENT END

The information supplied has been obtained by SAI Global Property Division Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 12/10/2020, for Order Number 64573703. Your reference: 200398.

INFORMATION ONLY

Power of Attorney

Chew Loon Tan

SBA Law
Level 15, 607 Bourke Street
Melbourne, Victoria 3000
Tel: +61 3 9614 7000
Fax: +61 3 9614 7100
DX:31315 Midtown
www.sbalaw.com

INFORMATION ONLY

Power of Attorney

Date 12/10/2020

1. **Chew Loon Tan** in his capacity as trustee of the **iStation Development Trust ABN 78 271 275 920**, of 31-33 Devon Street Eaglemont Vic 3084 (**Appointor**) appoints the persons specified in Schedule 1 (the **Attorneys**) jointly and each of them severally to be the Appointor's attorneys with effect from the date of this power of attorney.

2. The Appointor declares that all prior powers of attorney are revoked.

3. The Attorneys may do in the name of the Appointor and on the Appointor's behalf everything necessary or expedient to:

   (a) negotiate, execute and deliver the documents listed in Schedule 2;

   (b) execute and deliver any other document which is referred to in the documents described in clause 3(a) or which is ancillary or related to or contemplated by them;

   (c) execute and deliver any document or do anything at the absolute discretion of the Attorneys in any way relating to the Appointor's involvement in any transaction contemplated by the documents described in clause 3(a);

   (d) do everything necessary or expedient to give effect to any transaction contemplated by the documents described in clause 3(a), including, but not limited to, completing blanks and making alterations and additions considered necessary or desirable by the Attorneys;

   (e) attending to executing documents on behalf of the Appointor for the Appointor's mortgagee in order to give effect to the transactions contemplated by the documents described in clause 3(a);

   (f) attending to settlement and the disbursement of all proceeds to be received by the Appointor pursuant to the transactions contemplated by the documents described in clause 3(a); and

   (g) negotiate with, appoint and instruct a real estate agent (whether by private sale or by auction) and, if the Appointor deems necessary, terminate a retainer with a real estate agent.

4. The Appointor declares that everything done by the Attorneys in exercising powers under this power of attorney is as valid as if it had been done by the Appointor and agrees to ratify and confirm whatever the Attorneys do in exercising powers under this power of attorney.

5. The Appointor indemnifies the Attorneys against liability, loss, costs, charges or expenses arising from the exercise in good faith of powers granted under this power of attorney.

6. The Appointor declares that a person (including, but not limited to, a firm, body corporate, unincorporated association or authority) who deals with the Attorneys in good faith may accept a written statement signed by the Attorneys to the effect that this power of attorney has not been revoked as conclusive evidence of that fact.

7. The Appointor declares that the Appointor and a person (including, but not limited to, a substitute or assign) claiming under the Appointor are bound by anything the Attorneys do in exercising powers under this power of attorney.

8. The Appointor expressly authorises the Attorneys to do anything which may result in a benefit to the Attorneys.

INFORMATION ONLY

9. This power of attorney expires on the date which is 12 months after it is made, unless terminated earlier by the Appointer by notifying Attorneys in writing of the termination of their appointment.

10. The appointment of the Attorneys is joint and several and all of the powers of the Attorneys in this power of attorney may be exercised by any one of them severally or both of them jointly.

Signed, sealed and delivered
by **CHEW LOON TAN** in his capacity as trustee
of the **iStation Development Trust**
in the presence of:



Signature of Director /Secretary



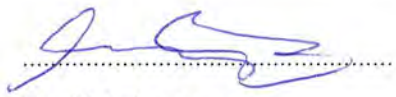
Signature of Witness

Ethel Tan

Name if Witness

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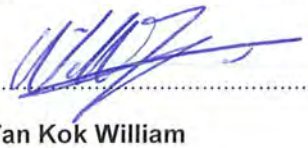
Specimen Signature of Attorney



.....

Tan Kok George

Specimen Signature of Attorney



.....

Tan Kok William

INFORMATION ONLY

Schedule 1 – Attorney

1 **Tan Kok George** of 46-50 Keon Parade, Thomastown VIC 3074

2 **Tan Kok William** of 46-50 Keon Parade, Thomastown VIC 3074

INFORMATION ONLY

Schedule 2

1. All documents, including but not limited to contracts of sale, in respect of, in relation to and in connection with the development, subdivision and sale of all or any part (including, but not limited to, any Lot or Lots on any Plan of Subdivision) of the property known as 240-258 High Street, Thomastown (Property).
2. Vendor Statements in respect of the Property.
3. A Statement in the form required under section 27 of the Sale of Land Act 1962 (Vic) for the early release of the deposit under the document referred to in Item 1.
4. Mortgage of Land in respect of the Property and all other documents associated with any borrowings or financing arrangements in respect of the development and sale of the Property.
5. Transfers of Land in respect of the Property or any part of the Property.
6. Applications for the subdivision of the Property or parts of the Property.
7. Documents required by the State Revenue Office for the assessment of duty on the sale of the Property or any part of the Property.
8. A discharge authority for any mortgage registered on the certificate of title(s) for the Property.
9. Exclusive and/or non-exclusive agency sales authority for the sale of the Property.
10. Any other document related to the development, sale or other dealing relating to the Property.

INFORMATION ONLY

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TITLE PLAN		EDITION 1	TP 789463R

Location of Land

Parish: KEELBUNDORA
Township:
Section:
Crown Allotment: 26D
Crown Portion:

Last Plan Reference:
Derived From: VOL 10172 FOL 808
Depth Limitation: 15 m

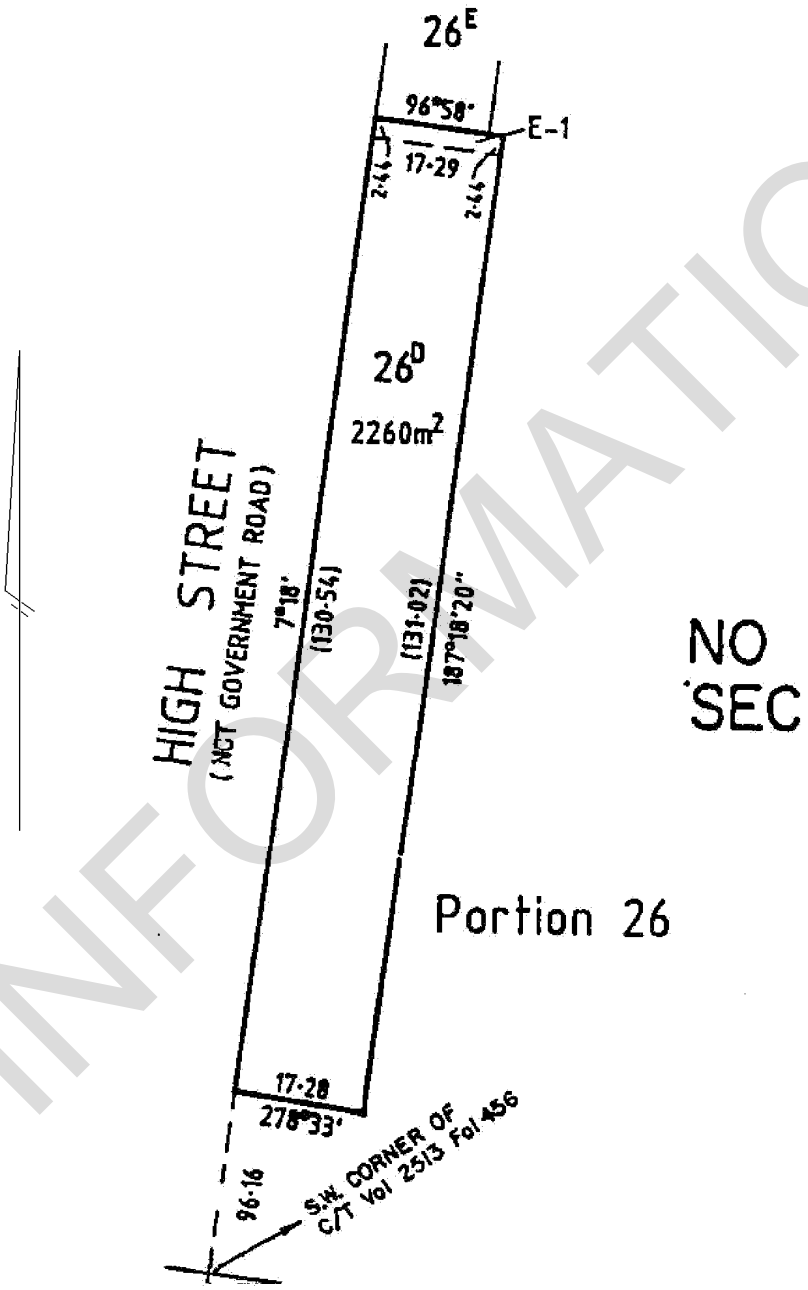
Notations

SUBJECT TO THE RESERVATIONS EXCEPTIONS CONDITIONS AND POWERS CONTAINED IN CROWN GRANT VOL. 10172 FOL. 808 AND NOTED ON SHEET 2 OF THIS PLAN

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: 09/06/2003
VERIFIED: L.S.



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LENGTHS ARE IN METRES	Metres = 0.3048 x Feet Metres = 0.201168 x Links		Sheet 1 of 2 sheets

Delivered by LANDATA®. Land Use Victoria timestamp 13/05/2020 13:07 Page 2 of 2

LAND DESCRIPTION INCLUDING RESERVATIONS EXCEPTIONS CONDITIONS AND POWERS SHOWN ON THE CROWN GRANT

all that piece of land in the said State being Allotment **TWENTY-SIX** D in the **PARISH OF KEELBUNDORA** County of Bourke and being the land shown enclosed by continuous lines in the map hereon and identified by that allotment number

PROVIDED that this Grant is made subject to -

(a) the reservation to Us Our heirs and successors of -
  (i) any minerals within the meaning of the *Mineral Resources Development Act* 1990 and petroleum within the meaning of the *Petroleum Act* 1958 (hereinafter called "the reserved minerals");
  (ii) rights of access for the purpose of searching for and obtaining the reserved minerals in any part of the said land;
  (iii) rights for access and for pipe-lines works and other purposes necessary for obtaining and conveying on and from the said land any of the reserved minerals which is obtained in any part of the said land;

(b) the right to resume the said land for mining purposes pursuant to section 205 of the *Land Act* 1958;

(c) the right of any person being a licensee under the *Mineral Resources Development Act* 1990 or any corresponding previous enactment to enter on the said land and to do work within the meaning of that Act and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those under which such a person has now the right to do such work in and upon Crown lands provided that compensation as prescribed by Part 8 of that Act is paid for surface damage to be done to the said land by reason of doing such work on it.

(d) the full and free right and liberty of any authority or authorities of Our said State empowered or authorised to make manage or maintain any sewer or sewers and its or their agents officers workmen servants and contractors at all times hereafter to make cut construct maintain and repair as such authority or authorities may deem necessary or desirable all drains sewers and other like works upon over along or under that portion of the land hereby granted shown marked E-1 in the said map.

INFORMATION ONLY

Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Produced: 13/05/2020 01:07:46 PM

Dealing Number: AQ314347Y

Status: Registered
Date and Time Lodged: 05/10/2017 10:23:21 AM
Responsible Subscriber: COMMISSIONER OF STATE REVENUE
Customer Code: 14556U
Reference:

NOTICE OF STATUTORY CHARGE

Privacy Collection Statement
The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

The applicant certifies that the land is charged with the amount specified (if any) under the specified legislation:

Land:
Volume 10172 Folio 808

Applicant:
COMMISSIONER OF STATE REVENUE
Level 2 121 Exhibition Street Melbourne VIC 3000

Legislation:
Section 96 Land Tax Act 2005

Liability:
Unpaid Land Tax

Subscriber Certifications:

1. The Certifier has retained the evidence supporting this Registry Instrument or Document.
2. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

INFORMATION ONLY

Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Signed by:
Tran Dao
(for COMMISSIONER OF STATE REVENUE)
on behalf of COMMISSIONER OF STATE REVENUE
Dated: 05 October 2017

File Notes:
NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

INFORMATION ONLY

City of Whittlesea

Date of issue	Assessment No.	Certificate No.	Your reference
13/05/2020	383836	124547	62241072;95701588

SAI Global Property Division Pty Ltd
PO Box 447
SOUTH MELBOURNE VIC 3205

Land information certificate for the rating year ending 30 June 2020

Section 229 *Local Government Act* 1989

Property location: 240-258 High Street THOMASTOWN 3074
Description: CA: 26D

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2019	1 July 2019	$2,260,000	$2,260,000	$113,000

The Net Annual Value is used for rating purposes. The Capital Improved Value is used for fire levy purposes.

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2019 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 29 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges		
General rate levied on 01/07/2019	$5,810.95	
State MFB fixed charge Vacant levied on 01/07/2019	$226.00	
State MFB levy Vacant levied on 01/07/2019	$144.64	
Thomastown marketing (N) levied on 01/07/2019	$2,310.42	
Arrears to 30/06/2019	$0.00	
Interest to 13/05/2020	$142.71	
Other adjustments	-$0.01	
Less Concessions	$0.00	
Sustainable land management rebate	$0.00	
Payments	-$8,492.00	
Balance of rates & charges due:		$142.71
Property debts		
Other debtor amounts		$0.00
Special rates & charges		
nil		
Total rates, charges and other monies due		**$142.71**

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2107.

Council Offices
25 Ferres Boulevard
South Morang VIC 3752

Locked Bag 1
Bundoora MDC VIC 3083

ABN 72 431 091 058

Tel 03 9217 2170
Fax 03 9217 2111
TTY 133 677 (ask for 9217 2170)
Email info@whittlesea.vic.gov.au
www.whittlesea.vic.gov.au

Free Telephone Interpreter Service

عربی	9679 9871	Hrvatski	9679 9872
普通话	9679 9857	Ελληνικά	9679 9873
Italiano	9679 9874	Türkçe	9679 9877
Македонски	9679 9875	Việt-ngữ	9679 9878
官话	9679 9876	Other	9679 9879

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2. Outstanding or potential liability / sub-divisional requirement:
There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.
There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

3. Notices and orders:
The following notices and orders on the land have continuing application under the *Local Government Act* 1989 or under a local law of the Council:
No Orders applicable.

4. Specified flood level:
There is no specified flood level within the meaning of Regulation 802(2) of the Building Regulations 2006.

5. Special notes:
In accordance with section 175 (1) of the *Local Government Act* 1989, the purchaser must pay all rates and charges outstanding, immediately upon settlement. Payments shown on this certificate are subject to clearance by the bank.

Interest penalty on late payments
Overdue amounts will be charged penalty interest as fixed under the *Penalty Interest Rates Act* 1983. It will be applied after the due date of an instalment. For lump sum payers intending to pay by 15 February, interest penalty will be applied after the due date of the lump sum, but calculated on each of the instalment amounts that are overdue from the day after their due dates. In all cases interest penalty will continue to accrue until all amounts are paid in full.

6. Other information:
This property is part of the Thomastown Marketing & Promotional Scheme. Scheme commenced 01/07/2013 concludes 30/6/2018. The amount for the current year is shown on the certificate above.

Certificate prepared by

Authorising Officer

This property may be subject to a supplementary valuation.

A fire hazard removal notice could be issued against this property. Please check with the Council on the date of settlement.

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

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

Payment can be made using these options.

www.whittlesea.vic.gov.au
Ref 383836

Phone 1300 301 185
Ref 383836

Biller Code **5157**
Ref 383836

INFORMATION ONLY

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Land Tax Clearance Certificate

Land Tax Act 2005

SBA LAW VIA SAI GLOBAL PROPERTY
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference:	62241072:95701589
Certificate No:	38612582
Issue Date:	21 MAY 2020
Enquiries:	CXE2

Land Address: 240 HIGH STREET THOMASTOWN VIC 3074

Land Id	Lot	Plan	Volume	Folio	Tax Payable
4849864	26D	789463	10172	808	$14,942.37

Vendor: CHEW LOON TAN

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
ISTATION DEVELOPMENT TRUST	2020	$2,260,000	$19,340.44	$0.00	$14,505.33

Comments: Land Tax of $19,340.44 has been assessed for 2020, an amount of $4,835.11 has been paid. Land Tax will be payable but is not yet due - please see note 6 on reverse.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
PALAZZO FAMILY SUPERANNUATION	2017	$18,354.33	$32.93	$437.04

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	$2,260,000
SITE VALUE:	$2,260,000
AMOUNT PAYABLE:	**$14,942.37**

INFORMATION ONLY

Notes to Certificates Under Section 105 of the *Land Tax Act 2005*

Certificate No: 38612582

1. Under Section 96 of the *Land Tax Act 2005* (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.

2. A purchaser who has obtained a Certificate is only liable to a charge on the land to the amount of unpaid land tax as certified by a Certificate. A purchaser must obtain the Certificate from the Commissioner. They cannot rely on the Certificate obtained by the vendor.

3. If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.

4. The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.

5. A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.

6. If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO.

7. If the amount in 4. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from the:
   a. vendor, or
   b. purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.

8. If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.

9. If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.

10. If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.

11. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.

12. The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).

13. You can request a free update of a Land Tax Clearance Certificate via our website if:
   - there is no change to the parties involved in the transaction, and
   - the request is within 90 days of the original certificate being issued.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $15,355.00

Taxable Value = $2,260,000

Calculated as $9,375 plus ($2,260,000 - $1,800,000) multiplied by 1.300 cents.

INFORMATION ONLY

Land Tax Clearance Certificate - Payment Options

BPAY

Biller Code: 5249
Ref: 38612582

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD

Ref: 38612582

Visa or Mastercard.

Pay via our website or phone 13 21 61. A card payment fee applies.

sro.vic.gov.au/paylandtax

Land Tax Clearance Certificate updates are available at **sro.vic.gov.au/landtaxcertificate**

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

13th May 2020

SBA Law via SAI Global Property
SAIGPROPERTY

Dear SBA Law via SAI Global Property,

RE: Application for Water Information Statement

Property Address:	240-258 HIGH STREET THOMASTOWN 3074
Applicant	SBA Law via SAI Global Property SAIGPROPERTY
Information Statement	30533950
Conveyancing Account Number	2469580000
Your Reference	200398

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

- Yarra Valley Water Property Information Statement
- Asset Plan
- Rates Certificate

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

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

INFORMATION ONLY

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Yarra Valley Water Encumbrance

Property Address	240-258 HIGH STREET THOMASTOWN 3074

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

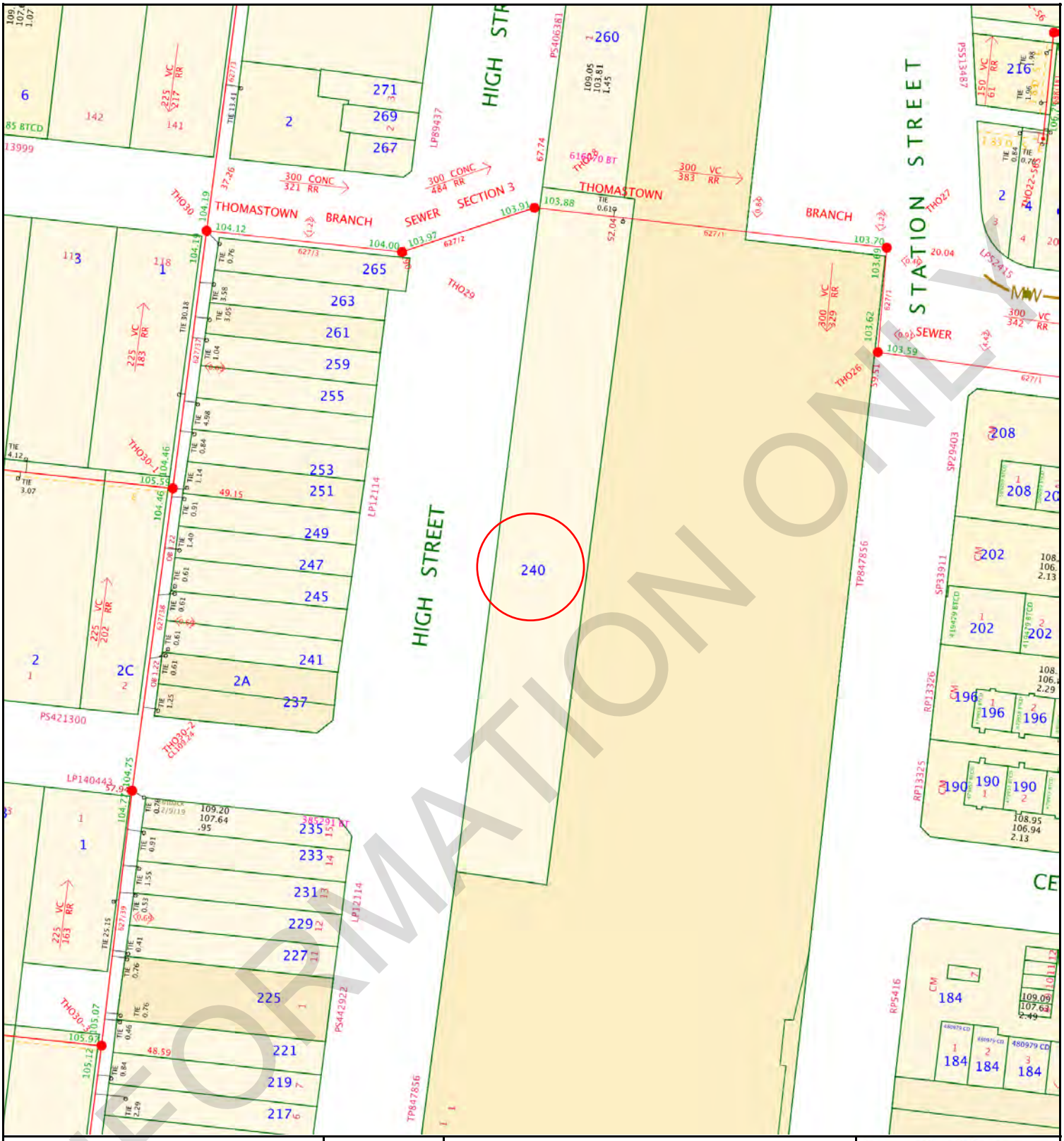
The property has a trade waste fixture or apparatus connected to Yarra Valley Water's sewer. Should the occupancy change and it is intended to discharge trade waste to Yarra Valley Water's sewer, it will be necessary for the occupier to negotiate a new agreement. If the trade waste discharge is to cease, the fixture or apparatus must be disconnected from the sewer. For details of any outstanding trade waste matters or the negotiation of a new Trade Waste Agreement please phone Yarra Valley Water on 1300 304 688.

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

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

2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

INFORMATION ONLY



INFORMATION ONLY

Yarra Valley Water

Information Statement Number: 30533950

Address	240-258 HIGH STREET THOMASTOWN 3074
Date	13/05/2020
Scale	1:1000

N

Yarra Valley Water

ABN 93 066 902 501

Existing Title		Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline	
Easement		Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer		Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer		Sewer Branch			

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

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SBA Law via SAI Global Property
SAIGPROPERTY
certificates@property.saiglobal.com

RATES CERTIFICATE

Account No: 6842868329
Rate Certificate No: 30533950

Date of Issue: 13/05/2020
Your Ref: 200398

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
240-258 HIGH ST, THOMASTOWN VIC 3074	26D\PP2856	1688831	Commercial

Agreement Type	Period	Charges	Outstanding
Commercial Water Service Charge	01-04-2020 to 30-06-2020	$72.01	$72.01
Commercial Water Usage Charge Estimated Average Daily Usage $0.00	17-02-2020 to 11-05-2020	$0.00	$0.00
Commercial Sewer Service Charge	01-04-2020 to 30-06-2020	$138.50	$138.50
Commercial Sewer Disposal Charge Estimated Average Daily Usage $0.00	17-02-2020 to 11-05-2020	$0.00	$0.00
Parks Fee	01-07-2019 to 30-06-2020	$233.14	$0.00
Drainage Fee	01-04-2020 to 30-06-2020	$58.86	$58.86
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$269.36
		Total for This Property	$538.73
		Total Due	$538.73

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS
We have changed our BPAY biller code. Please refer to the payment options and update your bank details.

GENERAL MANAGER
RETAIL SERVICES

Note:
1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of $100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

INFORMATION ONLY

3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Any deferred property debt is included in the arrears figures.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2019, Commercial Water Usage is billed 291.72 cents per kilolitre
9. From 01/07/2019, Commercial Recycled Water Usage is billed 186.34 cents per kilolitre
10. From 01/07/2019, Commercial Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 202.37 cents per kilolitre
11. From 01/07/2019, Commercial Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 202.37 cents per kilolitre
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

INFORMATION ONLY

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ABN 93 066 902 501

Lucknow Street
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Private Bag 1
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DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Property No: 1688831

Address: 240-258 HIGH ST, THOMASTOWN VIC 3074

Water Information Statement Number: 30533950

HOW TO PAY

Biller Code: 314567
Ref: 68428683296

Mail a Cheque with the Remittance Advice below to:
Yarra Valley Water
GPO Box 2860 Melbourne VIC 3001

Amount Paid		**Date Paid**		**Receipt Number**	

Please Note: BPAY is available for individual property settlements.

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 1688831

Address: 240-258 HIGH ST, THOMASTOWN VIC 3074

Water Information Statement Number: 30533950

Cheque Amount: $

INFORMATION ONLY

YARRA VALLEY WATER
ABN 93 066 902 501

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Did you know?
PEXA is a property exchange network that allows secure, online lodgment and Financial Settlement.
Property Land Titles are lodged online at settlement, whilst funds are settled through the Reserve Bank of Australia, meaning that the vendor will usually receive their cleared funds on the same day.
There's no need to wait on the phone for payout figures as transfer and Electronic Notice of Sale documents are transmitted automatically at settlement.

Key benefits for you

- Free to register
- Fast, immediate updates
- Potential to settle in minutes (not days)
- Pre-lodgement verification improves information accuracy
- Conveyencers, banks, legal firms and land registries share information
- No need to physically attend settlement
- Funds settle through the Reserve Bank of Australia

Want to know more or register?
Please visit the PEXA website or contact them directly:
https://www.pexa.com.au/howpexaworks
Phone: 1300 084 515 between 7am-10pm AEST/AEDT Monday to Friday excluding national public holidays
Email: support@pexa.com.au

INFORMATION ONLY

Nexus - 240 High Street, Thomastown



Site area	2,260.30 m²
Apartments	7,107.00 m²
Retail premises	1,133.40 m²
Total	8,240.40 m²

Residential car spaces	83
Retail premises	12
Total	95

OC Breakdown	**Liability Units**
OC1 Liability - All lots in the plan	7990
OC2 Liability - 37 apartments and common areas	3554
OC3 Liability - 3 x retail tenants & passenger lift	376
OC4 Liability - 3 x retail tenants & passenger lift	511
OC5 Liability - 37 apartments and common areas	3549

Administration	**OC1-5**	**OC1**	**OC2**	**OC3**	**OC4**	**OC5**	**Notes**
Accounting Fees	$ 950.00	$ 950.00	$ -	$ -	$ -	$ -	Account preparation
Bank Charges	$ 500.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00	Macquarie account fees
Disbursements	$ 4,800.00	$ 2,400.00	$ 1,110.00	$ 90.00	$ 90.00	$ 1,110.00	$30 per lot
OC Management fees	$ 18,000.00	$ 18,000.00					$225 per lot
Building Maintenance							
Anchor Point Testing	$ 1,800.00	$ -	$ 900.00	$ -	$ -	$ 900.00	Annual testing required
Backflow Device Testing	$ 500.00	$ 500.00	$ -	$ -	$ -	$ -	Annual testing required
Electrical	$ 3,200.00	$ 1,500.00	$ 750.00	$ 100.00	$ 100.00	$ 750.00	Estimated cost
General Repairs	$ 5,000.00	$ 2,000.00	$ 1,000.00	$ 250.00	$ 250.00	$ 1,500.00	Unforseen costs
Gutter Cleaning	$ 1,500.00	$ -	$ 750.00	$ -	$ -	$ 750.00	OC2 & OC5 roof areas only
Plumbing	$ 2,000.00	$ 1,000.00	$ 500.00	$ -	$ -	$ 500.00	Estimated cost
Pest Control	$ 1,000.00	$ 500.00	$ 250.00			$ 250.00	Traps to be set in electrical rooms and bin room
Pump Maintenance	$ 1,500.00	$ 1,500.00	$ -	$ -	$ -	$ -	Quarterly maintenance
Roller Door Maintenance	$ 1,200.00	$ 1,200.00	$ -	$ -	$ -	$ -	Bi Annual maintenance
Window Cleaning	$ 15,000.00	$ 15,000.00	$ -	$ -	$ -	$ -	Bi Annual
Cleaning							
Cleaning	$ 27,520.00	$ 3,600.00	$ 9,360.00	$ 2,600.00	$ 2,600.00	$ 9,360.00	Common areas
Essential Safety Measures							
Fire Equipment Maintenance	$ 10,500.00	$ 7,500.00	$ 1,500.00	$ -	$ -	$ 1,500.00	As per Occupancy Permit
Alarm Monitoring	$ 5,000.00	$ -	$ 2,500.00	$ -	$ -	$ 2,500.00	2 x FIP
Fire alarm phone line	$ 2,000.00	$ 2,000.00	$ -	$ -	$ -	$ -	Phone line rental x 2 FIP
Gardening							
Gardening and landscaping	$ 3,300.00	$ 3,300.00	$ -	$ -	$ -	$ -	Common areas
Insurance							
Building Reinstatement & Public Liability Insurance	$ 16,000.00	$ 16,000.00	$ -	$ -	$ -	$ -	Includes unlimited and limited OC's
Lift Maintenance							
Lift Maintenance	$ 15,000.00	$ -	$ 5,000.00	$ 2,500.00	$ 2,500.00	$ 5,000.00	Comprehensive agreements commence Year 2
Lift Maintenance - Warranty Period Year 1	-$ 15,000.00		-$ 5,000.00	-$ 2,500.00	-$ 2,500.00	-$ 5,000.00	Warranty Period

INFORMATION ONLY

Lift phone line	$ 2,600.00	$ -	$ 650.00	$ 650.00	$ 650.00	$ 650.00	Phone line rental x 4
Mechanical Ventilation Management							
Mechanical Ventilation	$ 3,500.00	$ 3,500.00	$ -	$ -	$ -	$ -	Includes all base building mechanical exhaust systems
Utility Services							
Electricity Usage	$ 8,500.00	$ 3,500.00	$ 2,000.00	$ 500.00	$ 500.00	$ 2,000.00	Estimated cost
Gas Usage	$ 2,000.00		$ 1,000.00	$ -	$ -	$ 1,000.00	Cooktop usage
Water Usage	$ 11,500.00	$ 500.00	$ 5,500.00	$ -	$ -	$ 5,500.00	OC1 - Cleaner/Bin Room, OC2 & 5 - Hot Water Usage
Waste management							
Waste collection and disposal	$ 16,000.00	$ -	$ 8,000.00	$ -	$ -	$ 8,000.00	OC2 & OC5 only, retail tenants to provide their own bins
Greasy Waste disposal	$ -	$ -	$ -	$ -	$ -	$ -	Payable by tenant per consumption. Applicable to retail only
Sub Total Outgoings	**$ 165,370.00**	**$ 83,600.00**	**$35,870.00**	**$ 4,290.00**	**$ 4,290.00**	**$36,370.00**	
Maintenance Fund							
Maintenance Fund	$ 15,584.00	$ 8,360.00	$ 3,587.00	$ -	$ -	$ 3,637.00	Estimated at 10% of annual fees
Total Estimated Outgoings	**$ 180,954.00**	**$ 91,960.00**	**$39,457.00**	**$ 4,290.00**	**$ 4,290.00**	**$40,007.00**	

** GST not included

INFORMATION ONLY

LIABILITY SCHEDULE

Nexus - 240 High Street, Thomastown



	Liability	Budget	$per lot liability
OC1	7990	$ 91,960.00	$ 11.51
OC2	3554	$ 39,457.00	$ 11.10
OC3	376	$ 4,290.00	$ 11.41
OC4	511	$ 4,290.00	$ 8.40
OC5	3549	$ 40,007.00	$ 11.27

LOT	LIABILITY	OC1	OC2	OC3	OC4	OC5	BEDROOMS	TOTAL
1	186	$ 2,140.75	$ -	$ -	$ 1,561.53	$ -	-	$ 3,702.27
2	117	$ 1,346.60	$ -	$ -	$ 982.25	$ -	-	$ 2,328.85
3	208	$ 2,393.95	$ -	$ -	$ 1,746.22	$ -	-	$ 4,140.18
4	162	$ 1,864.52	$ -	$ 1,848.35	$ -	$ -	-	$ 3,712.87
5	84	$ 966.79	$ -	$ 958.40	$ -	$ -	-	$ 1,925.19
6	130	$ 1,496.22	$ -	$ 1,483.24	$ -	$ -	-	$ 2,979.46
11A	91	$ 1,047.35	$ -	$ -	$ -	$ 1,025.82	2	$ 2,073.17
12A	89	$ 1,024.34	$ -	$ -	$ -	$ 1,003.28	2	$ 2,027.61
13A	89	$ 1,024.34	$ -	$ -	$ -	$ 1,003.28	2	$ 2,027.61
14A	110	$ 1,266.03	$ -	$ -	$ -	$ 1,240.00	3	$ 2,506.04
15A	89	$ 1,024.34	$ -	$ -	$ -	$ 1,003.28	2	$ 2,027.61
16A	88	$ 1,012.83	$ -	$ -	$ -	$ 992.00	2	$ 2,004.83
17A	88	$ 1,012.83	$ -	$ -	$ -	$ 992.00	2	$ 2,004.83
18A	81	$ 932.26	$ -	$ -	$ -	$ 913.09	1	$ 1,845.35
21A	91	$ 1,047.35	$ -	$ -	$ -	$ 1,025.82	2	$ 2,073.17
22A	89	$ 1,024.34	$ -	$ -	$ -	$ 1,003.28	2	$ 2,027.61
23A	89	$ 1,024.34	$ -	$ -	$ -	$ 1,003.28	2	$ 2,027.61
24A	110	$ 1,266.03	$ -	$ -	$ -	$ 1,240.00	3	$ 2,506.04
25A	89	$ 1,024.34	$ -	$ -	$ -	$ 1,003.28	2	$ 2,027.61
26A	88	$ 1,012.83	$ -	$ -	$ -	$ 992.00	2	$ 2,004.83
27A	88	$ 1,012.83	$ -	$ -	$ -	$ 992.00	2	$ 2,004.83
28A	81	$ 932.26	$ -	$ -	$ -	$ 913.09	1	$ 1,845.35
31A	91	$ 1,047.35	$ -	$ -	$ -	$ 1,025.82	2	$ 2,073.17
32A	89	$ 1,024.34	$ -	$ -	$ -	$ 1,003.28	2	$ 2,027.61
33A	89	$ 1,024.34	$ -	$ -	$ -	$ 1,003.28	2	$ 2,027.61
34A	110	$ 1,266.03	$ -	$ -	$ -	$ 1,240.00	3	$ 2,506.04
35A	89	$ 1,024.34	$ -	$ -	$ -	$ 1,003.28	2	$ 2,027.61
36A	88	$ 1,012.83	$ -	$ -	$ -	$ 992.00	2	$ 2,004.83
37A	88	$ 1,012.83	$ -	$ -	$ -	$ 992.00	2	$ 2,004.83
38A	81	$ 932.26	$ -	$ -	$ -	$ 913.09	1	$ 1,845.35
41A	91	$ 1,047.35	$ -	$ -	$ -	$ 1,025.82	2	$ 2,073.17
42A	89	$ 1,024.34	$ -	$ -	$ -	$ 1,003.28	2	$ 2,027.61
43A	89	$ 1,024.34	$ -	$ -	$ -	$ 1,003.28	2	$ 2,027.61
44A	110	$ 1,266.03	$ -	$ -	$ -	$ 1,240.00	3	$ 2,506.04
45A	89	$ 1,024.34	$ -	$ -	$ -	$ 1,003.28	2	$ 2,027.61
46A	88	$ 1,012.83	$ -	$ -	$ -	$ 992.00	2	$ 2,004.83
47A	88	$ 1,012.83	$ -	$ -	$ -	$ 992.00	2	$ 2,004.83
48A	81	$ 932.26	$ -	$ -	$ -	$ 913.09	1	$ 1,845.35
51A	176	$ 2,025.65	$ -	$ -	$ -	$ 1,984.00	3	$ 4,009.66
52A	72	$ 828.68	$ -	$ -	$ -	$ 811.64	1	$ 1,640.31

LOT	LIABILITY	OC1	OC2	OC3	OC4	OC5	BEDROOMS	TOTAL
53A	116	$ 1,335.09	$ -	$ -	$ -	$ 1,307.64	3	$ 2,642.73
54A	102	$ 1,173.96	$ -	$ -	$ -	$ 1,149.82	2	$ 2,323.78
55A	183	$ 2,106.22	$ -	$ -	$ -	$ 2,062.91	2	$ 4,169.13
11B	107	$ 1,231.50	$ 1,187.93	$ -	$ -	$ -	2	$ 2,419.43
12B	86	$ 989.81	$ 954.78	$ -	$ -	$ -	2	$ 1,944.59
13B	89	$ 1,024.34	$ 988.09	$ -	$ -	$ -	2	$ 2,012.43
14B	89	$ 1,024.34	$ 988.09	$ -	$ -	$ -	2	$ 2,012.43
15B	88	$ 1,012.83	$ 976.99	$ -	$ -	$ -	2	$ 1,989.81
16B	88	$ 1,012.83	$ 976.99	$ -	$ -	$ -	2	$ 1,989.81
17B	88	$ 1,012.83	$ 976.99	$ -	$ -	$ -	2	$ 1,989.81
18B	91	$ 1,047.35	$ 1,010.29	$ -	$ -	$ -	2	$ 2,057.65
21B	107	$ 1,231.50	$ 1,187.93	$ -	$ -	$ -	2	$ 2,419.43
22B	86	$ 989.81	$ 954.78	$ -	$ -	$ -	2	$ 1,944.59
23B	89	$ 1,024.34	$ 988.09	$ -	$ -	$ -	2	$ 2,012.43
24B	89	$ 1,024.34	$ 988.09	$ -	$ -	$ -	2	$ 2,012.43
25B	88	$ 1,012.83	$ 976.99	$ -	$ -	$ -	2	$ 1,989.81
26B	88	$ 1,012.83	$ 976.99	$ -	$ -	$ -	2	$ 1,989.81
27B	88	$ 1,012.83	$ 976.99	$ -	$ -	$ -	2	$ 1,989.81
28B	91	$ 1,047.35	$ 1,010.29	$ -	$ -	$ -	2	$ 2,057.65
31B	107	$ 1,231.50	$ 1,187.93	$ -	$ -	$ -	2	$ 2,419.43
32B	86	$ 989.81	$ 954.78	$ -	$ -	$ -	2	$ 1,944.59
33B	89	$ 1,024.34	$ 988.09	$ -	$ -	$ -	2	$ 2,012.43
34B	89	$ 1,024.34	$ 988.09	$ -	$ -	$ -	2	$ 2,012.43
35B	88	$ 1,012.83	$ 976.99	$ -	$ -	$ -	2	$ 1,989.81
36B	88	$ 1,012.83	$ 976.99	$ -	$ -	$ -	2	$ 1,989.81
37B	88	$ 1,012.83	$ 976.99	$ -	$ -	$ -	2	$ 1,989.81
38B	91	$ 1,047.35	$ 1,010.29	$ -	$ -	$ -	2	$ 2,057.65
41B	107	$ 1,231.50	$ 1,187.93	$ -	$ -	$ -	2	$ 2,419.43
42B	86	$ 989.81	$ 954.78	$ -	$ -	$ -	2	$ 1,944.59
43B	89	$ 1,024.34	$ 988.09	$ -	$ -	$ -	2	$ 2,012.43
44B	89	$ 1,024.34	$ 988.09	$ -	$ -	$ -	2	$ 2,012.43
45B	88	$ 1,012.83	$ 976.99	$ -	$ -	$ -	2	$ 1,989.81
46B	88	$ 1,012.83	$ 976.99	$ -	$ -	$ -	2	$ 1,989.81
47B	88	$ 1,012.83	$ 976.99	$ -	$ -	$ -	2	$ 1,989.81
48B	91	$ 1,047.35	$ 1,010.29	$ -	$ -	$ -	2	$ 2,057.65
51B	176	$ 2,025.65	$ 1,953.98	$ -	$ -	$ -	2	$ 3,979.63
52B	110	$ 1,266.03	$ 1,221.24	$ -	$ -	$ -	2	$ 2,487.27
53B	116	$ 1,335.09	$ 1,287.85	$ -	$ -	$ -	3	$ 2,622.94
54B	72	$ 828.68	$ 799.35	$ -	$ -	$ -	1	$ 1,628.03
55B	176	$ 2,025.65	$ 1,953.98	$ -	$ -	$ -	3	$ 3,979.63

INFORMATION ONLY

LIABILITY SCHEDULE

Nexus - 240 High Street, Thomastown



	Liability	Budget	$per lot liability
OC1	7990	$ 91,960.00	$ 11.51
OC2	3554	$ 39,457.00	$ 11.10
OC3	376	$ 4,290.00	$ 11.41
OC4	511	$ 4,290.00	$ 8.40
OC5	3549	$ 40,007.00	$ 11.27

LOT	LIABILITY	OC1	OC2	OC3	OC4	OC5	BEDROOMS	TOTAL
1	186	$ 2,140.75	$ -	$ -	$ 1,561.53	$ -	-	$ 3,702.27
2	117	$ 1,346.60	$ -	$ -	$ 982.25	$ -	-	$ 2,328.85
3	208	$ 2,393.95	$ -	$ -	$ 1,746.22	$ -	-	$ 4,140.18
4	162	$ 1,864.52	$ -	$ 1,848.35	$ -	$ -	-	$ 3,712.87
5	84	$ 966.79	$ -	$ 958.40	$ -	$ -	-	$ 1,925.19
6	130	$ 1,496.22	$ -	$ 1,483.24	$ -	$ -	-	$ 2,979.46
11A	91	$ 1,047.35	$ -	$ -	$ -	$ 1,025.82	2	$ 2,073.17
12A	89	$ 1,024.34	$ -	$ -	$ -	$ 1,003.28	2	$ 2,027.61
13A	89	$ 1,024.34	$ -	$ -	$ -	$ 1,003.28	2	$ 2,027.61
14A	110	$ 1,266.03	$ -	$ -	$ -	$ 1,240.00	3	$ 2,506.04
15A	89	$ 1,024.34	$ -	$ -	$ -	$ 1,003.28	2	$ 2,027.61
16A	88	$ 1,012.83	$ -	$ -	$ -	$ 992.00	2	$ 2,004.83
17A	88	$ 1,012.83	$ -	$ -	$ -	$ 992.00	2	$ 2,004.83
18A	81	$ 932.26	$ -	$ -	$ -	$ 913.09	1	$ 1,845.35
21A	91	$ 1,047.35	$ -	$ -	$ -	$ 1,025.82	2	$ 2,073.17
22A	89	$ 1,024.34	$ -	$ -	$ -	$ 1,003.28	2	$ 2,027.61
23A	89	$ 1,024.34	$ -	$ -	$ -	$ 1,003.28	2	$ 2,027.61
24A	110	$ 1,266.03	$ -	$ -	$ -	$ 1,240.00	3	$ 2,506.04
25A	89	$ 1,024.34	$ -	$ -	$ -	$ 1,003.28	2	$ 2,027.61
26A	88	$ 1,012.83	$ -	$ -	$ -	$ 992.00	2	$ 2,004.83
27A	88	$ 1,012.83	$ -	$ -	$ -	$ 992.00	2	$ 2,004.83
28A	81	$ 932.26	$ -	$ -	$ -	$ 913.09	1	$ 1,845.35
31A	91	$ 1,047.35	$ -	$ -	$ -	$ 1,025.82	2	$ 2,073.17
32A	89	$ 1,024.34	$ -	$ -	$ -	$ 1,003.28	2	$ 2,027.61
33A	89	$ 1,024.34	$ -	$ -	$ -	$ 1,003.28	2	$ 2,027.61
34A	110	$ 1,266.03	$ -	$ -	$ -	$ 1,240.00	3	$ 2,506.04
35A	89	$ 1,024.34	$ -	$ -	$ -	$ 1,003.28	2	$ 2,027.61

INFORMATION ONLY

36A	88	$ 1,012.83	$ -	$ -	$ -	$ 992.00	2	$ 2,004.83
37A	88	$ 1,012.83	$ -	$ -	$ -	$ 992.00	2	$ 2,004.83
38A	81	$ 932.26	$ -	$ -	$ -	$ 913.09	1	$ 1,845.35
41A	91	$ 1,047.35	$ -	$ -	$ -	$ 1,025.82	2	$ 2,073.17
42A	89	$ 1,024.34	$ -	$ -	$ -	$ 1,003.28	2	$ 2,027.61
43A	89	$ 1,024.34	$ -	$ -	$ -	$ 1,003.28	2	$ 2,027.61
44A	110	$ 1,266.03	$ -	$ -	$ -	$ 1,240.00	3	$ 2,506.04
45A	89	$ 1,024.34	$ -	$ -	$ -	$ 1,003.28	2	$ 2,027.61
46A	88	$ 1,012.83	$ -	$ -	$ -	$ 992.00	2	$ 2,004.83
47A	88	$ 1,012.83	$ -	$ -	$ -	$ 992.00	2	$ 2,004.83
48A	81	$ 932.26	$ -	$ -	$ -	$ 913.09	1	$ 1,845.35
51A	176	$ 2,025.65	$ -	$ -	$ -	$ 1,984.00	3	$ 4,009.66
52A	72	$ 828.68	$ -	$ -	$ -	$ 811.64	1	$ 1,640.31
53A	116	$ 1,335.09	$ -	$ -	$ -	$ 1,307.64	3	$ 2,642.73
54A	102	$ 1,173.96	$ -	$ -	$ -	$ 1,149.82	2	$ 2,323.78
55A	183	$ 2,106.22	$ -	$ -	$ -	$ 2,062.91	2	$ 4,169.13
11B	107	$ 1,231.50	$ 1,187.93	$ -	$ -	$ -	2	$ 2,419.43
12B	86	$ 989.81	$ 954.78	$ -	$ -	$ -	2	$ 1,944.59
13B	89	$ 1,024.34	$ 988.09	$ -	$ -	$ -	2	$ 2,012.43
14B	89	$ 1,024.34	$ 988.09	$ -	$ -	$ -	2	$ 2,012.43
15B	88	$ 1,012.83	$ 976.99	$ -	$ -	$ -	2	$ 1,989.81
16B	88	$ 1,012.83	$ 976.99	$ -	$ -	$ -	2	$ 1,989.81
17B	88	$ 1,012.83	$ 976.99	$ -	$ -	$ -	2	$ 1,989.81
18B	91	$ 1,047.35	$ 1,010.29	$ -	$ -	$ -	2	$ 2,057.65
21B	107	$ 1,231.50	$ 1,187.93	$ -	$ -	$ -	2	$ 2,419.43
22B	86	$ 989.81	$ 954.78	$ -	$ -	$ -	2	$ 1,944.59
23B	89	$ 1,024.34	$ 988.09	$ -	$ -	$ -	2	$ 2,012.43
24B	89	$ 1,024.34	$ 988.09	$ -	$ -	$ -	2	$ 2,012.43
25B	88	$ 1,012.83	$ 976.99	$ -	$ -	$ -	2	$ 1,989.81
26B	88	$ 1,012.83	$ 976.99	$ -	$ -	$ -	2	$ 1,989.81
27B	88	$ 1,012.83	$ 976.99	$ -	$ -	$ -	2	$ 1,989.81
28B	91	$ 1,047.35	$ 1,010.29	$ -	$ -	$ -	2	$ 2,057.65
31B	107	$ 1,231.50	$ 1,187.93	$ -	$ -	$ -	2	$ 2,419.43
32B	86	$ 989.81	$ 954.78	$ -	$ -	$ -	2	$ 1,944.59
33B	89	$ 1,024.34	$ 988.09	$ -	$ -	$ -	2	$ 2,012.43
34B	89	$ 1,024.34	$ 988.09	$ -	$ -	$ -	2	$ 2,012.43
35B	88	$ 1,012.83	$ 976.99	$ -	$ -	$ -	2	$ 1,989.81
36B	88	$ 1,012.83	$ 976.99	$ -	$ -	$ -	2	$ 1,989.81
37B	88	$ 1,012.83	$ 976.99	$ -	$ -	$ -	2	$ 1,989.81
38B	91	$ 1,047.35	$ 1,010.29	$ -	$ -	$ -	2	$ 2,057.65
41B	107	$ 1,231.50	$ 1,187.93	$ -	$ -	$ -	2	$ 2,419.43
42B	86	$ 989.81	$ 954.78	$ -	$ -	$ -	2	$ 1,944.59

INFORMATION ONLY

43B	89	$ 1,024.34	$ 988.09	$ -	$ -	$ -	2	$ 2,012.43
44B	89	$ 1,024.34	$ 988.09	$ -	$ -	$ -	2	$ 2,012.43
45B	88	$ 1,012.83	$ 976.99	$ -	$ -	$ -	2	$ 1,989.81
46B	88	$ 1,012.83	$ 976.99	$ -	$ -	$ -	2	$ 1,989.81
47B	88	$ 1,012.83	$ 976.99	$ -	$ -	$ -	2	$ 1,989.81
48B	91	$ 1,047.35	$ 1,010.29	$ -	$ -	$ -	2	$ 2,057.65
51B	176	$ 2,025.65	$ 1,953.98	$ -	$ -	$ -	2	$ 3,979.63
52B	110	$ 1,266.03	$ 1,221.24	$ -	$ -	$ -	2	$ 2,487.27
53B	116	$ 1,335.09	$ 1,287.85	$ -	$ -	$ -	3	$ 2,622.94
54B	72	$ 828.68	$ 799.35	$ -	$ -	$ -	1	$ 1,628.03
55B	176	$ 2,025.65	$ 1,953.98	$ -	$ -	$ -	3	$ 3,979.63

INFORMATION ONLY



Premium Planning Certificate

PROPERTY DETAILS

Property Address: 240 High Street THOMASTOWN VIC 3074

Title Particulars: Vol 10172 Fol 808

Vendor: CHEW LOON TAN

Purchaser: N/A

Certificate No: 62241072
Date: 13/05/2020
Matter Ref: 200398
Client: SBA Law

MUNICIPALITY

WHITTLESEA

PLANNING SCHEME

WHITTLESEA PLANNING SCHEME

RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

WHITTLESEA CITY COUNCIL

ZONE

COMMERCIAL 1 ZONE

ABUTTAL TO A ROAD ZONE / PUBLIC ACQUISITION OVERLAY FOR A PROPOSED ROAD OR ROAD WIDENING

ABUTS A ROAD ZONE - CATEGORY 1 (HIGH STREET)

OVERLAY

DESIGN AND DEVELOPMENT OVERLAY: NOT APPLICABLE

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY: DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3

DEVELOPMENT PLAN OVERLAY: NOT APPLICABLE

ENVIRONMENTAL AUDIT OVERLAY: NOT APPLICABLE

ENVIRONMENTAL SIGNIFICANCE OVERLAY: NOT APPLICABLE

HERITAGE OVERLAY: NOT APPLICABLE

PUBLIC ACQUISITION OVERLAY: NOT APPLICABLE

SIGNIFICANT LANDSCAPE OVERLAY: NOT APPLICABLE

SPECIAL BUILDING OVERLAY: NOT APPLICABLE

VEGETATION PROTECTION OVERLAY: NOT APPLICABLE

OTHER OVERLAYS: NOT APPLICABLE

SPECIFIC SITE PROVISIONS

NOT APPLICABLE

INFORMATION ONLY

SPECIFIC AREA PROVISIONS

DISPLAY HOME POLICY - PLANNING SCHEME CLAUSE 22.06;

MEDICAL CENTRE POLICY - PLANNING SCHEME CLAUSE 22.07;

TELECOMMUNICATIONS CONDUIT POLICY - PLANNING SCHEME CLAUSE 22.13;

SATELLITE DISH POLICY - PLANNING SCHEME CLAUSE 22.14;

GAMING - PLANNING SCHEME CLAUSE 52.28;

DEVELOPMENT CONTRIBUTIONS PLAN POLICY - PLANNING SCHEME CLAUSE 22.11;

HERITAGE CONSERVATION POLICY - PLANNING SCHEME CLAUSE 22.04;

ENVIRONMENTALLY SUSTAINABLE DEVELOPMENT - PLANNING SCHEME CLAUSE 22.01;

CHILD CARE CENTRES - PLANNING SCHEME CLAUSE 22.05;

COMBUSTIBLE CLADDING RECTIFICATION EXEMPTIONS - PLANNING SCHEME CLAUSE 52.01;

POST BOXES AND DRY STONE WALLS - SCHEDULE TO PLANNING SCHEME CLAUSE 52.33;

BUSHFIRE MANAGEMENT POLICY - PLANNING SCHEME CLAUSE 22.03;

RIVER RED GUM PROTECTION POLICY - PLANNING SCHEME CLAUSE 22.10;

PROPOSED PLANNING SCHEME AMENDMENTS

WHITTLESEA C127 PROPOSES TO INTRODUCE CLAUSE 22.03 (INTEGRATED WATER CYCLE MANAGEMENT (IWCM)) INTO THE LOCAL PLANNING POLICY FRAMEWORK

ADDITIONAL INFORMATION

STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58

INFORMATION ONLY

PLANNING ZONE MAP



ZONING
- COMMERCIAL 1 ZONE
- INDUSTRIAL 3 ZONE
- PUBLIC USE ZONE - TRANSPORT
- RESIDENTIAL GROWTH ZONE - SCHEDULE 1
- ROAD ZONE - CATEGORY 1

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

INFORMATION ONLY

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

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 22 June 2020 07:34 AM

PROPERTY DETAILS

Address:	**240-258 HIGH STREET THOMASTOWN 3074**
Crown Description:	**Allot. 26D PARISH OF KEELBUNDORA**
Standard Parcel Identifier (SPI):	**26D\PP2856**
Local Government Area (Council):	**WHITTLESEA** www.whittlesea.vic.gov.au
Council Property Number:	**383836**
Planning Scheme:	**Whittlesea** Planning Scheme - Whittlesea
Directory Reference:	**Melway 8 J7**

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**Yarra Valley Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**AUSNET**

View location in VicPlan

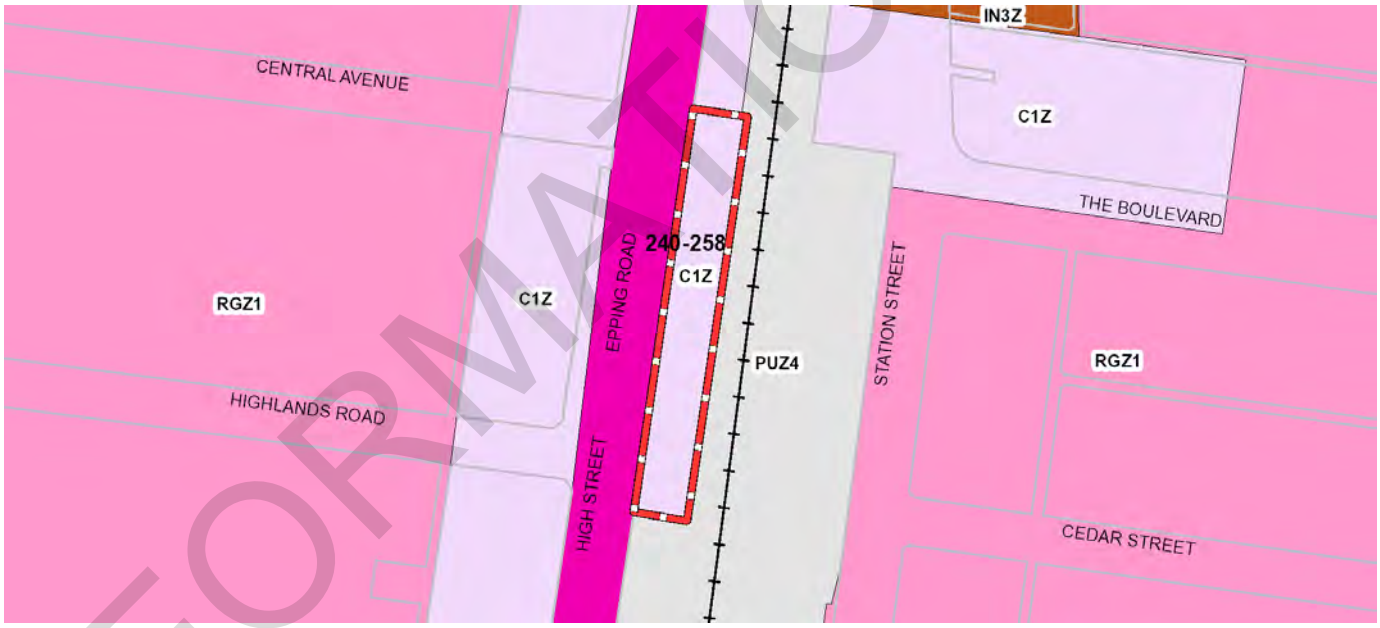
STATE ELECTORATES

Legislative Council:	**NORTHERN METROPOLITAN**
Legislative Assembly:	**THOMASTOWN**

Planning Zones

COMMERCIAL 1 ZONE (C1Z)

SCHEDULE TO THE COMMERCIAL 1 ZONE (C1Z)



C1Z - Commercial 1

IN3Z - Industrial 3

PUZ4 - Public Use-Transport

RDZ1 - Road-Category 1

RGZ - Residential Growth

Railway line

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

INFORMATION ONLY

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 (DCPO3)



DCPO - Development Contributions Plan Railway line

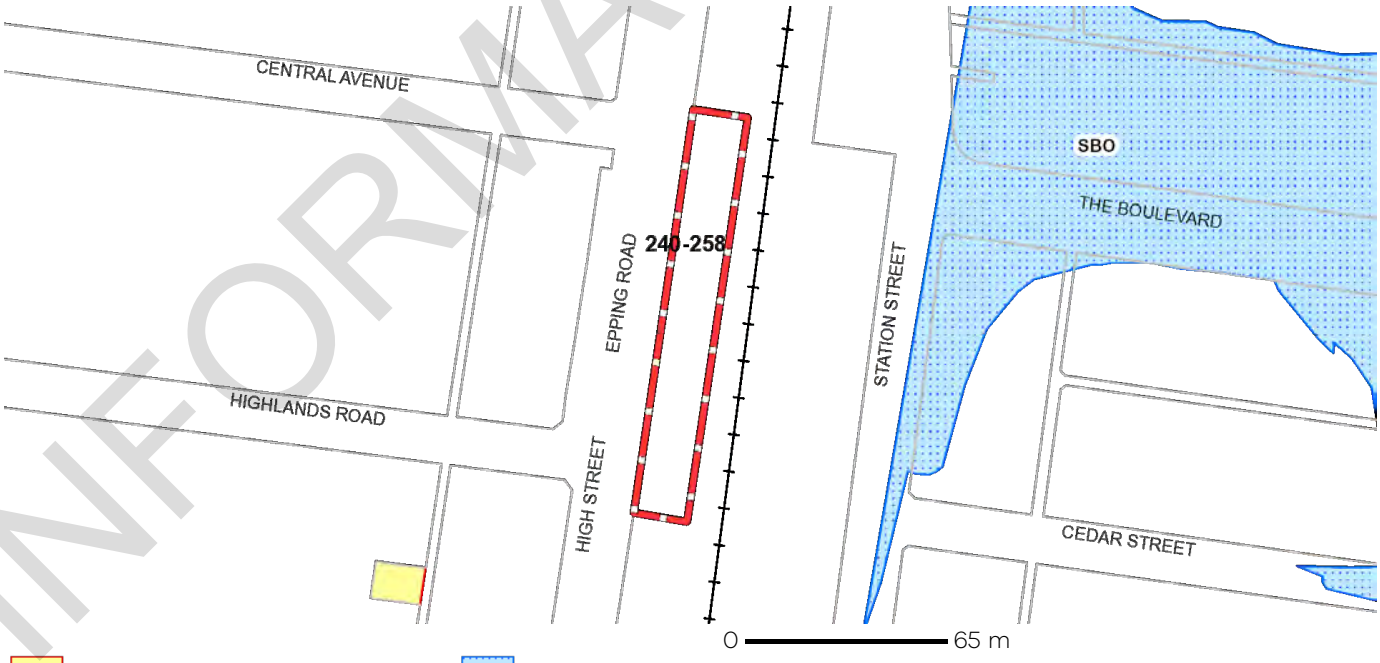
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

PUBLIC ACQUISITION OVERLAY (PAO)

SPECIAL BUILDING OVERLAY (SBO)



PAO - Public Acquisition SBO - Special Building Railway line

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

INFORMATION ONLY

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Further Planning Information

Planning scheme data last updated on 17 June 2020.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.
This report provides information about the zone and overlay provisions that apply to the selected land.
Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting https://www.planning.vic.gov.au

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the ***Planning and Environment Act 1987.***
It does not include information about exhibited planning scheme amendments, or zonings that may abut the land.
To obtain a Planning Certificate go to Titles and Property Certificates at Landata - https://www.landata.vic.gov.au

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

To view planning zones, overlay and heritage information in an interactive format visit https://mapshare.maps.vic.gov.au/vicplan

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

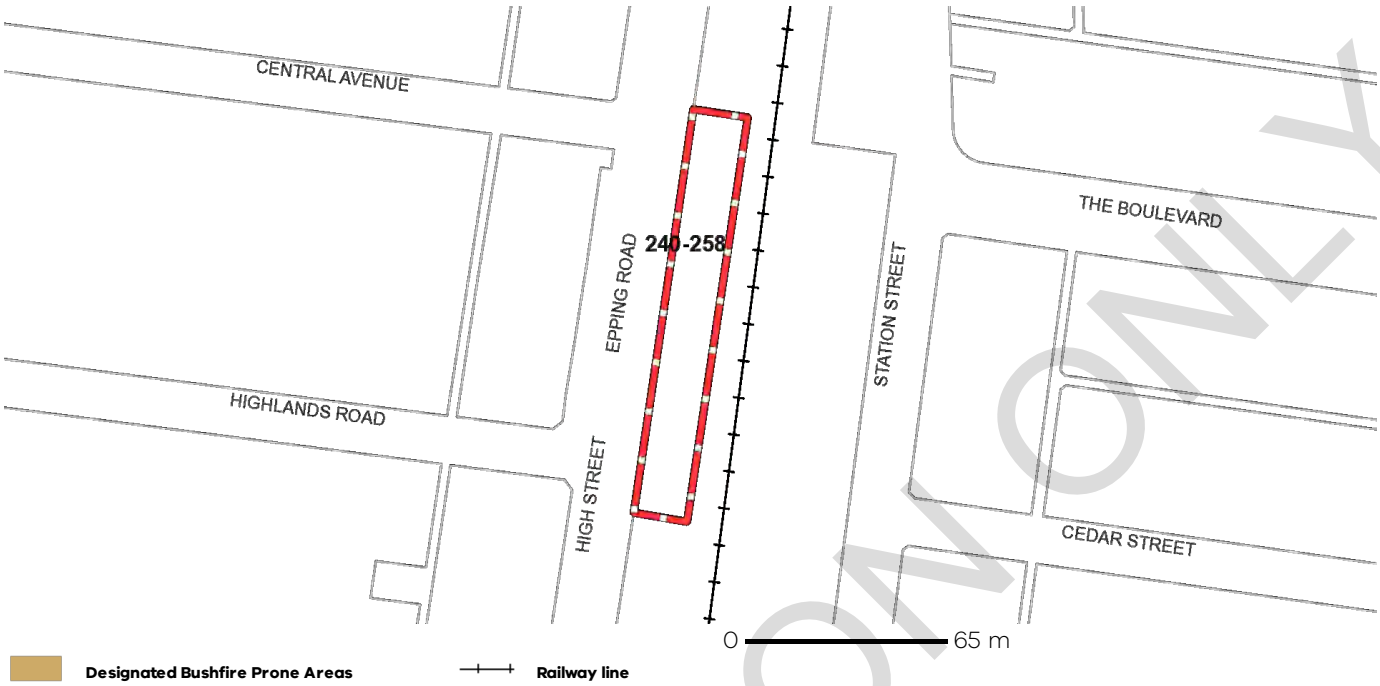
INFORMATION ONLY

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at https://mapshare.maps.vic.gov.au/vicplan or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website https://www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from http://www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit https://www.planning.vic.gov.au

INFORMATION ONLY

PERMIT NUMBER: 718058
(Amended)

City of Whittlesea

PLANNING PERMIT

WHITTLESEA PLANNING SCHEME

ADDRESS OF THE LAND:

240-258 HIGH STREET THOMASTOWN
CA: 26D

THE PERMIT ALLOWS:

DEVELOPMENT OF TWO 6-STOREY MIXED-USE BUILDINGS COMPRISING DWELLINGS (APARTMENTS), RETAIL PREMISES AND AN ALTERATION OF ACCESS TO A ROAD IN A ROAD ZONE CATEGORY 1 IN ACCORDANCE WITH THE ENDORSED PLANS

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Payments Required

1. Prior to the endorsement of the plans required under Condition No. 2 of this Permit, the Permit Holder must pay to Council a contribution for drainage pursuant to Clause 45.06 of the Whittlesea Planning Scheme. The drainage contribution will be subject to the Consumer Price Index (CPI) applicable at the time of payment.

Plans Required

2. Before the development hereby permitted starts, a copy of amended plans must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of this Permit. The plans must be generally in accordance with Revision B, dated 25 January 2019 and prepared by Hachem and Cornetta Partners Architects, but modified to show:
    a. Two dwellings redesigned to meet the requirements of Standard D17 of Clause 58.05-1 'Accessibility';
    b. A compliance plan demonstrating that storage for each dwelling meets the minimum requirements of Standard D20 of Clause 58.05-4 'Storage';

Date issued: 17 December 2019
Date Amended: 03 July 2020

Signature for the Responsible Authority: _____

INFORMATION ONLY

c. Requirements contained with the Acoustic Report in accordance with Condition 7;

d. Requirements contained with the Sustainable Management Plan & WSUD Response in accordance with Condition 4;

e. All relevant referral authority conditions to be reflected on plans in accordance with Conditions 22 to 35, inclusive.

f. The changes shown in the Revision D plans dated 21 June 2019, prepared by Hachem and Cornetta Partners Architects

3. Concurrent with the endorsement of plans under Condition No. 2 and before the development hereby permitted commences, a Landscape Plan, prepared by a suitably qualified Landscape Designer, to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and will then form part of this Permit. The Landscape Plan must show: -

   a. The area or areas set aside for landscaping;

   b. A schedule of all proposed trees, shrubs / small trees and ground cover;

   c. The location of each species to be planted and the location of all areas to be covered by grass, lawn or other surface material;

   d. Paving, retaining walls, fence design details and other landscape works including areas of cut and fill;

   e. Appropriate irrigation systems;

   f. Appropriate maintenance details;

   g. The provision of canopy trees within the front and rear setbacks; and,

   h. Stormwater management details in accordance with condition 5, including the specific location of rainwater harvesting tanks, and if proposed; a section detail of permeable paving.

Sustainable Management Plan & WSUD Response

4. Prior to the endorsement of plans, an amended Sustainable Management Plan & Water Sensitive Urban Design Response must be submitted to and approved by the Responsible Authority. The Sustainable Management Plan & Water Sensitive Urban Design Response must be generally in accordance with the submitted Sustainable Management Plan & Water Sensitive Urban Design Response prepared by Ark Resources and dated 07/12/2018 but modified to reflect the updated architectural drawings submitted in accordance with Condition 2 of this permit, to the satisfaction of the Responsible Authority.

Site Management Plan

5. Prior to the commencement of works, including demolition and excavation, a Site Management Plan must be submitted to and endorsed by the Responsible Authority. No works are permitted to occur until the Plan has been endorsed by the Responsible Authority. Once endorsed, the Site Management Plan will form

INFORMATION ONLY

part of the permit and must be implemented to the satisfaction of the Responsible Authority. The plan must:

a. Be in accordance with the Responsible Authority's Site Management Plan template.

b. Address occupational health and safety, traffic management, environmental control measures to the satisfaction of the Responsible Authority.

c. Be submitted to the Responsible Authority a minimum of 21 days before a required pre-commencement meeting (attended by authorised representatives of the construction contractor and project superintendent as appointed by the developer) on the site of the works.

d. Identify any site offices, workspaces, personnel rest and amenity areas, hardstands, material laydown areas, and stockpiles.

e. Include the proposed route for construction vehicle, equipment and machinery access to the site including a program for the upgrade and maintenance works required along this route while works are in progress.

f. Address the location of parking areas for construction and sub-contractors' vehicles, equipment and machinery on and surrounding the site, to ensure that they cause minimum disruption to surrounding properties.

g. Include measures to reduce the impact of noise, dust and other emissions created during the construction process.

h. Demonstrate all environmental and cultural heritage and/or dry stone wall protection measures identified on a drawing(s) drawn to scale.

i. Provide measures to ensure that no mud, dirt, sand, soil, clay or stones are washed into or allowed to enter the storm water drainage system.

j. Include means by which foreign material will be restricted from being deposited on public roads by vehicles, equipment and machinery associated with the building and works on the land to the satisfaction of the Responsible Authority.

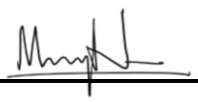
k. Address any recommendations of any approved Cultural Heritage, Dry Stone Wall and Conservation Management Plans applying to the land.

l. Identify the location and method of any Tree Protection Zones inclusive of trees within nature strips adjacent to the site boundaries in accordance with Appendix 2 of Council's 'Street Tree Management Plan'.

m. Ensure that all contractors working on the site must be inducted into an environmental management program for construction works.

All works must be carried out generally in accordance with the measures set out in the Site Management Plan approved by the Responsible Authority. Any changes to the Site Management Plan must be submitted to and approved by the Responsible Authority prior to implementation unless otherwise agreed to in writing by the Responsible Authority.

Date issued: 17 December 2019
Date Amended: 03 July 2020

Signature for the Responsible Authority: 

INFORMATION ONLY

Waste Management Plan

6. Before the use and/or development hereby permitted starts, a Waste Management Plan must be prepared to the satisfaction of the Responsible Authority. Once satisfactory, such a plan will be endorsed and must be implemented to the satisfaction of the Responsible Authority. The Plan must provide the following details of a regular private waste (including recyclables) collection service for the subject land including:-

   - The type/s and number of waste bins.
   - Screening of bins.
   - Type/size of trucks.
   - Frequency of waste collection.
   - The provision and use of a bin-tug. The bin-tug must be maintained in an operational state at all times;
   - Hours of collection (to comply with EPA Regulations).

   To the satisfaction of the Responsible Authority. The endorsed Waste Management Plan must not be amended without prior written consent of the Responsible Authority.

Revised Acoustic Report

7. Prior to the occupation of any building approved under this permit, an amended Acoustic Report must be submitted to and approved by the Responsible Authority. The Acoustic Report must be generally in accordance with the submitted Acoustic Report prepared by Acoustic Control and dated 22/10/2018 but modified to reflect the updated architectural drawings submitted for endorsement in accordance with Condition 2 of this permit, to the satisfaction of the Responsible Authority.

Sustainable Management Plan Compliance

8. Prior to the occupation of any building approved under this permit, a compliance inspection and report from the author of the Sustainable Management Plan (SMP), approved pursuant to this permit, or similarly qualified person or company, must be submitted to the Responsible Authority. The compliance report must be to the satisfaction of the Responsible Authority and must confirm that all measures specified in the SMP have been implemented in accordance with the approved documentation.

Layout Not Altered

9. The development allowed by this Permit and shown on the plans and / or schedules endorsed to accompany this Permit must not be amended for any reason without the consent of the Responsible Authority.
10. Once the development has started it must be continued and completed to the satisfaction of the Responsible Authority.

Date issued: 17 December 2019
Date Amended: 03 July 2020

Signature for the Responsible Authority: _____

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Landscaping and Stormwater Management

11. Prior to the occupation of the dwellings hereby approved, landscaping works and stormwater management shown on the endorsed plan must be completed and then maintained to the satisfaction of the Responsible Authority.

Actions Before Use Commences

12. Prior to the occupation of the dwellings hereby approved, the car parking areas and access ways must be drained, fully sealed and constructed with asphalt, interlocking paving bricks, coloured concrete or other similar materials to the satisfaction of the Responsible Authority.

    In areas set aside for car parking, measures must be taken to the satisfaction of the Responsible Authority to prevent damage to fences or landscaped areas.

13. Vehicular access to the site must be by way of a vehicle crossing constructed in accordance with Council's Vehicle Crossing Specifications to suit the proposed driveway(s) and the vehicles that will be using the crossing(s). The location, design and construction of the vehicle crossing(s) must be approved by the Responsible Authority. Any existing unused or redundant crossing(s) must be removed and replaced with concrete kerb, channel and naturestrip to the satisfaction of the Responsible Authority. All vehicle crossing works are to be carried out with Council supervision under a Road Opening Permit.

14. The Permit Holder must be responsible to meet all costs associated with reinstatement and / or alterations to Council or other Public Authority assets deemed necessary by such Authorities as a result of the development. The Permit Holder shall be responsible for obtaining prior specific written approval for any works involving the alteration of Council or other Public Authority assets.

15. Prior to occupation of any dwelling on the subject site, a letter box and house number to the satisfaction of the Responsible Authority must be provided for each dwelling.

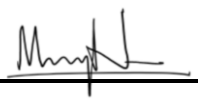
16. At all times during the construction phase of the development, the Permit Holder must take measures to ensure that pedestrians are able to use with safety any footpath along the boundaries of the site.

17. Upon completion of all buildings and works authorised by this Permit, the Permit Holder must notify the Responsible Authority of the satisfactory completion of the development and compliance with all relevant conditions.

Infrastructure

18. Before starting any buildings or works, engineering plans showing a properly prepared design (with computations) for the internal drainage and method of disposal of stormwater from all roofed and sealed areas, including the use of an on-site detention system (if required), must be submitted to Council for approval. These internal drainage works must be completed to Council's satisfaction prior to using or occupying any building on the site.

Date issued: 17 December 2019
Date Amended: 03 July 2020

Signature for the Responsible Authority: 

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19. Prior to the occupation of the dwellings hereby approved, the permit holder is required to construct at no cost to Council, drainage works between the subject site and the Council nominated point of discharge. Such drainage works must be designed by a qualified engineer and submitted to and approved by Council. Computations will also be required to demonstrate that the drainage system will not be overloaded by the new development. Construction of the drainage system must be carried out in accordance with Council specifications and under Council supervision.

20. Prior to the occupation of the dwellings hereby approved, reticulated (water, sewerage, gas and electricity) services must be constructed and available to the satisfaction of the Responsible Authority.

General Amenity – Construction Works

21. Any litter generated by building activities on the site shall be collected and stored in an appropriate enclosure which complies with Council's Code of Practice for building/development sites. The enclosures shall be regularly emptied and maintained such that no litter overspills onto adjoining land. Prior to occupation and/or use of the building, all litter shall be completely removed from the site.

22. During the construction phase, any mud or other materials deposited on roadways as a result of construction works on the site must be cleaned to the satisfaction of the Responsible Authority within two hours of it being deposited.

Department of Transport

23. Unless otherwise agreed in writing with the Head, Transport for Victoria, all necessary construction control agreements and indemnity agreements must be in place with the Department of Transport (DoT), VicTrack and the Rail Operator (RO) at the full cost of the permit holder, prior to works commencing.

24. Before development starts, including bulk excavation, three (3) copies of a Demolition and Construction Management Plan must be submitted for approval to the satisfaction of DoT and VicTrack. The Demolition and Construction Management Plan must include details of (but not be limited to) management proposals to minimise impacts to VicTrack assets and the operation of the railway during construction and must set out objectives and performance and monitoring requirements for:

    a. access to the rail environment, including designation of any areas to be used under license during the construction process;

    b. approvals and permits required from DoT, VicTrack and the RO prior to works commencing and prior to accessing the rail corridor;

    c. rail safety requirements that must be adhered to by the permit holder;

    d. protection of all rail infrastructure to ensure rail infrastructure is not damaged during construction;

    e. minimising disruption to train and bus services;

INFORMATION ONLY

f. management of drainage, effluent, material stockpiles, fencing, hoardings to ensure VicTrack land is not used for, or impacted on by these activities outside of the licence area;

g. public safety, amenity and site security;

h. operating hours, noise and vibration controls; and

i. air and dust management.

25. All construction works must be carried out in accordance with the approved Demolition and Construction Management Plan. The Demolition and Construction Management Plan must be implemented at no cost to VicTrack, DoT and/or the RO.

26. Prior to the commencement of work on site including bulk excavation detailed construction / engineering plans and computations for construction works abutting railway land, railway operations, and railway infrastructure assets must be submitted and approved by VicTrack, DoT and the RO. The Plans must detail all excavation design and controls of the site adjacent to the railway corridor. The Design Plans must ensure compliance regarding:

a. building clearances to aerial power lines as per the applicable Victorian Electrical Safety (Installations) Regulations;

b. design loadings for the building nearest to the rail track is in compliance with AS5100.2-2017 Design Loads and Part 4 AS1170.4 Earthquake action Australia;

c. working adjacent to overhead power to the satisfaction of the RO;

d. demonstrate compliance with air, light and fire requirements without reliance on railway land; and

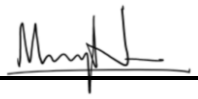
e. demonstrate the window and balcony openings facing the rail corridor mitigate against the risk of debris thrown / falling onto the rail corridor.

27. Prior to the commencement of the works including bulk excavation, a Traffic Management Plan must be submitted to DoT for endorsement, which outlines how traffic will be managed throughout the construction of the development and mitigate impacts to public transport to the satisfaction of DoT. All traffic management and mitigation costs must be at the full cost of the permit holder and in accordance with the approved Traffic Management Plan to the satisfaction of DoT. The Plan may interface with any plan requested by the Responsible Authority. The permit holder must ensure that no disruption to bus and train operations is proposed during construction.

28. Unless otherwise agreed in writing with DoT, prior to the commencement of works, the permit holder must prepare a report, to the satisfaction of DoT & the RO, by a suitable qualified consultant, which demonstrates that all building materials (including glass / window treatments) visible from the rail corridor are non-reflective such that it will not adversely impact on rail operations and driver safety. The development must avoid using red, green or yellow colour schemes that may interfere with driver operations.

29. Unless otherwise agreed in writing with VicTrack, permanent or temporary soil anchors must not be installed on railway land.

Date issued: 17 December 2019
Date Amended: 03 July 2020

Signature for the Responsible Authority: 

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30. No lighting is to be erected that throws light onto the railway tracks or which interferes with the visibility of signals and the rail lines by train drivers.

31. No drainage, effluent, waste, soil or other materials must enter or be directed to railway land or stored or deposited on railway land.

32. The permit holder must, at all times, ensure that the common boundary with railway land is fenced to prohibit unauthorised access to the rail corridor. Any walls or fences facing the common boundary with railway land must be cleaned and finished using a graffiti proof finish or alternative measures used to prevent or reduce the potential of graffiti.

33. Prior to the occupation of the development a visually transparent 1.8 metre high chain mesh fence must be installed along the boundary of the railway land at no cost to and to the satisfaction of Vic Track and the Rail Operator.

Department of Transport (Roads Corporation)

34. Before the use of development starts, a functional layout plan must be submitted to and approved by the Roads Corporation. The plans must be generally in accordance with the plans (Traffix Group, DwG.No. G25446-00-01, Issue A, dated 11 April 2019) but modified to show:

    a. The proposed 'Keep Clear' linemarking on High Street including features such as pavement, kerb / shoulders, linemarking, power poles and other road furniture within 50 metres of the proposed access.

    b. The proposed crossover and other necessary road signs.

35. Before the use approved by this permit commences, the following roadworks on High Street must be completed at no cost to and to the satisfaction of the Roads Corporation:

    a. 'Keep Clear' linemarking and associated works.

    b. The proposed crossover.

36. Prior to the commencement of the use of the development, all redundant vehicle crossings must be removed, and the footpath and kerbing reinstated at no cost to the Roads Corporation and to the satisfaction of the Responsible Authority.

Permit Expiry

37. In accordance with the Planning and Environment Act 1987, a permit for the development expires if:

    a. The approved development does not start within 3 years of the date of this permit; or

    b. The approved development is not completed within 5 years of the date of this permit.

    The Responsible Authority may extend the periods referred to above if a request is made in writing. This request must be made before or within 6 months after the permit expiry date where the development has not yet started and within 12

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months after the permit expiry date where the development allowed by the permit has lawfully started before the permit expires.

NOTES

Department of Transport

Prior to commencement of works, the RO must be contacted through the email address metrositeaccess@metrotrains.com.au to obtain the RO's conditions and safety requirements for works on, over or adjacent to railway land. Entry onto railway land is at the discretion of the RO and is subject to the RO's Site Access Procedures and conditions.

Department of Transport (Roads Corporation)

The proposed development requires roadworks within the declared road and the road reserve. A separate approval for this activity is required to be obtained from VicRoads under the Road Management Act. Please contact VicRoads prior to commencing any works.

Advanced Trees

An advanced tree under this Permit shall generally constitute the following:-

- Evergreen – minimum container size 45 litre spring ring, calliper at ground level 50mm.
- Deciduous – minimum calliper at ground level 65mm, minimum height 2 metres.

Property Numbering

Please note that property addresses, and numbering is allocated by Council. This is usually formalised at the time of the subdivision; however, it is Council's intention to number the proposed dwellings as follows. Please check with Council's Subdivision Department to verify all street numberings.

240 High Street		250 High Street	
Retail 4	3/240 High Street	Retail 1	3/250 High Street
Retail 5	2/240 High Street	Retail 2	2/250 High Street
Retail 6	1/240 High Street	Retail 3	1/250 High Street
B1.1	107/240 High Street	A1.1	107/250 High Street
B1.2	108/240 High Street	A1.2	108/250 High Street
B1.3	101/240 High Street	A1.3	101/250 High Street
B1.4	102/240 High Street	A1.4	102/250 High Street
B1.5	106/240 High Street	A1.5	106/250 High Street
B1.6	105/240 High Street	A1.6	105/250 High Street
B1.7	104/240 High Street	A1.7	104/250 High Street
B1.8	103/240 High Street	A1.8	103/250 High Street
B2.1	207/240 High Street	A2.1	207/250 High Street
B2.2	208/240 High Street	A2.2	208/250 High Street
B2.3	201/240 High Street	A2.3	201/250 High Street
B2.4	202/240 High Street	A2.4	202/250 High Street
B2.5	206/240 High Street	A2.5	206/250 High Street

Date issued: 17 December 2019
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B2.6	205/240 High Street	A2.6	205/250 High Street
B2.7	204/240 High Street	A2.7	204/250 High Street
B2.8	203/240 High Street	A2.8	203/250 High Street
B3.1	307/240 High Street	A3.1	307/250 High Street
B3.2	308/240 High Street	A3.2	308/250 High Street
B3.3	301/240 High Street	A3.3	301/250 High Street
B3.4	302/240 High Street	A3.4	302/250 High Street
B3.5	306/240 High Street	A3.5	306/250 High Street
B3.6	305/240 High Street	A3.6	305/250 High Street
B3.7	304/240 High Street	A3.7	304/250 High Street
B3.8	303/240 High Street	A3.8	303/250 High Street
B4.1	407/240 High Street	A4.1	407/250 High Street
B4.2	408/240 High Street	A4.2	408/250 High Street
B4.3	401/240 High Street	A4.3	401/250 High Street
B4.4	402/240 High Street	A4.4	402/250 High Street
B4.5	406/240 High Street	A4.5	406/250 High Street
B4.6	405/240 High Street	A4.6	405/250 High Street
B4.7	404/240 High Street	A4.7	404/250 High Street
B4.8	403/240 High Street	A4.8	403/250 High Street
B5.1	507/240 High Street	A5.1	507/250 High Street
B5.2	508/240 High Street	A5.2	508/250 High Street
B5.3	501/240 High Street	A5.3	501/250 High Street
B5.4	502/240 High Street	A5.4	502/250 High Street
B5.5	506/240 High Street	A5.5	506/250 High Street
B5.6	505/240 High Street	A5.6	505/250 High Street
B5.7	504/240 High Street	A5.7	504/250 High Street
B5.8	503/240 High Street	A5.8	503/250 High Street

NOTE: This Permit was amended in accordance with VCAT Order Reference P224/2020 dated 3 July 2020

INFORMATION ONLY

Date issued: 17 December 2019
Date Amended: 03 July 2020

Signature for the Responsible Authority: _____

IMPORTANT INFORMATION ABOUT THIS NOTICE

WHAT HAS BEEN DECIDED?

* The Responsible Authority has issued a permit.

WHEN DOES A PERMIT BEGIN?

A permit operates:

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

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of the land expires if –
   * the development or any stage of it does not start within the time specified in the permit, or
   * the development requires the certification of a Plan of Subdivision or consolidation under the *Subdivision Act* 1988 and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision, or
   * the development or any stage is not completed within the time specified in the permit or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within five years of the certification of the Plan of Subdivision or consolidation under the *Subdivision Act* 1988.

2. A permit for the use of the land expires if –
   * the use does not start within the time specified in the permit or, if no time is specified, within two years after the issue of the permit, or
   * the use is discontinued for a period of two years.

3. A permit for the development and use of the land expires if –
   * the development or any stage of it does not start within the time specified in the permit, or
   * the development or any stage of it is not completed within the time specified in the permit or, if no time is specified, within two years after the issue of the permit, or
   * the use does not start within the time specified in the permit, or if no time is specified, within two years after the completion of the development, or
   * the use is discontinued for a period of two years.

4. If a permit for the use of the land or the development and use of the land or relating to any of the circumstances mentioned in Section 6A(2) of the *Planning and Environment Act* 1987, or to any combination of use, development or any of those circumstances requires the certification of a Plan of Subdivision under the *Subdivision Act* 1988, unless the permit contains a different provision –
   * the use or development of any stage is to be taken to have started when the plan is certified; and
   * the permit expires if the plan is not certified within two years of the issue of the permit.

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

WHAT ABOUT APPEALS?

* The person who applied for the permit may appeal against any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal where, in which case no right of appeal exists.
* An appeal must be lodged within 60 days after the permit was issued, unless a Notice of Decision to grant a permit has been issued previously, in which case the appeal must be lodged within 60 days after the giving of that notice.
* An appeal is lodged with the Victorian Civil and Administrative Tribunal.
* An appeal must be made on a Notice of Appeal form, which can be obtained from the Victorian Civil and Administrative Tribunal, and must be accompanied by the prescribed fee.
* An appeal must state the grounds upon which it is based.
* An appeal must also be served on the Responsible Authority.
* Details about appeals and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.
* The address of the Victorian Civil and Administrative Tribunal is 55 King Street, Melbourne 3000. The telephone number is (03) 9628 9777.

INFORMATION ONLY

Enquiries: 9217 2371

Your Ref: 62241072

29 May 2020

SAI Global

BUILDING REGULATION 51 1 (a) (b) (c) and
51 2 (a) (b) (c) (d) (e) PROPERTY INFORMATION
240-258 (CA 26D) High Street THOMASTOWN

Further to your application for property information for the above address I write to advise the following:

Regulation 51 1 (a)*

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
BS-1113/20110958/0	**16/06/2011**	**Petrol station Demolition**	**18/08/2017**

Regulation 51 1 (b) (c)*

Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations ..... **Not Applicable**

Details of any current notice or order issued by the relevant building surveyor under the Act ..... **No**

Please refer attached details where applicable.

Regulation 51 2 (a) (b) (c) (d) (e)**

Flood Prone Area **No**

Termite Prone Area **No**

A BAL has been specified in a Planning Scheme **No**

Alpine Snowfall Prone Area **No**

.....

Designated Land or Works **No**

.....

Is an Infrastructure Levy applicable? ..... **No**

If Yes –Please check Council's website for current applicable rate and payment methods

*This information relates only to the structures itemised. It does not mean that there are no illegal or non-complying structures to be found on this allotment. Prospective owners are advised accordingly. Information older than ten (10) years, or details of building inspection approval dates, may be obtained from Council if

Council Offices
25 Ferres Boulevard
South Morang VIC 3752

Locked Bag 1
Bundoora MDC VIC 3083

ABN 72 431 091 058

Tel 03 9217 2170
Fax 03 9217 2111
TTY 133 677 (ask for 9217 2170)
Email info@whittlesea.vic.gov.au
www.whittlesea.vic.gov.au

Free Telephone Interpreter Service

عربي	9679 9871	Hrvatski	9679 9872
廣東話	9679 9857	Ελληνικά	9679 9873
Italiano	9679 9874	Türkçe	9679 9877
Македонски	9679 9875	Việt-ngữ	9679 9878
普通话	9679 9876	Other	9679 9879

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necessary for an additional fee. Please contact Building Services on 9217 2259 if you wish to take advantage of this service. Council is not responsible for the validity or accuracy of any information provided by private building surveying firms as may be noted above. Please contact any private permit provider as noted accordingly (where applicable) to address any concerns you may have.

**In accordance with the Building regulations, Council no longer designates "bushfire prone areas". This function is now the responsibility of The Minister for Planning who has declared portions of the Municipality as designated bushfire prone areas. This mapping is available via www.land.vic.gov.au. The severity of bushfire attack can be determined by a Bushfire Attack Level Assessment (BAL).

Australian Height Datum details relating to any flood areas determined under the Water Act 1989 may be obtained by contacting Melbourne Water on 131722.

NOTE: *Point of Discharge Information is provided by the Engineering and Transportation Department, if you would like to check the status of your point of discharge information please email Engineering.Services@whittlesea.vic.gov.au or call 9217 2006.*

Yours sincerely



LEO PARENTE
MUNICIPAL BUILDING SURVEYOR

INFORMATION ONLY

Contact Name Brett McKenzie
Telephone 03 9628 0049
Facsimile 03 9628 6853
Your Ref: 62241072:95701596

26 May 2020

SBA Law
c/- SAI Global Property
DX: 502 Melbourne

Dear Sir/Madam,

Growth Areas Infrastructure Contribution (GAIC)

240 High Street, Thomastown (Volume 10172 Folio 808) - (the land)

Thank you for your Application for a Growth Areas Infrastructure Contribution (GAIC) Certificate dated 13 May 2020 in respect of the land.

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

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

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

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

Yours sincerely

Brett McKenzie
Customer Service Officer
Land Revenue

INFORMATION ONLY

DOC-16-287791



Roads Certificate

PROPERTY DETAILS

Property Address: 240 High Street THOMASTOWN VIC 3074

Title Particulars: Vol 10172 Fol 808

Vendor: CHEW LOON TAN

Purchaser: N/A

Certificate No: 62241072
Date: 13/05/2020
Matter Ref: 200398
Client: SBA Law

MUNICIPALITY

WHITTLESEA

ADVICE OF APPROVED VICROADS PROPOSALS

VICROADS HAS NO APPROVED PROPOSAL REQUIRING ANY PART OF THE PROPERTY DESCRIBED IN YOUR APPLICATION. YOU ARE ADVISED TO CHECK YOUR LOCAL COUNCIL PLANNING SCHEME REGARDING LAND USE ZONING OF THE PROPERTY AND SURROUNDING AREA.

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Disclaimer: Refer to the Planning Certificate for details of land reserved in the Planning Scheme for Road Proposals. VicRoads have advised that investigative studies exist which may form part of information provided on VicRoads certificates.

EPA Priority Sites Register Extract

Client: SBA Law
DX: 31315 Mid town

Client Ref: 200398
Certificate No: 62241072:95701593

Property Inquiry Details:

Street Address: 240 HIGH Street
Suburb: THOMASTOWN
Map Reference: Melways Edition 39, Map No:8, Grid Letter: J, Grid Number: 7

Date of Search: 13/05/2020

Priority Sites Register Report:

A search of the Priority Sites Register **for the above map reference**, has indicated that this **site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register** at the date last notified by the EPA.

Important Information about the Priority Sites Register:

You should be aware that the Priority Sites Register lists only those sites for which:
• EPA has requirements for active management of land and groundwater contamination; or
• where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means.

Where EPA has requirements for active management of land and/or groundwater, appropriate clean up and management of these sites is an EPA priority, and as such, EPA has issued either a: Clean Up Notice pursuant to section 62A, or a Pollution Abatement Notice (related to land and groundwater) pursuant to section 31A or 31B of the Environment Protection Act 1970 on the occupier of the site to require active management of these sites.

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

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

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

For more information relating to the Priority Sites Register, refer to EPA information bulletin: Priority Sites Register (EPA Publication 735, December 2000). For a copy of this publication, copies of relevant Notices, of for more information relating to sites listed on the Priority Sites Register, please contact EPA as given below:
EPA Information Centre
200 Victoria Street, Carlton 3053
Tel: 1300 372 842 Email:foi@epa.vic.gov.au

The information contained in this Extract of the Priority Sites Register may not be used for resale or for the preparation of mailing lists or for direct marketing. Any contravention of this notice will result in immediate revocation of access (including future access) to information contained on the Priority Sites Register.

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INFORMATION ONLY

SAI Global Property Division Pty Ltd ACN 089 586 872
Level 20, 535 Bourke Street, Melbourne 3000 T: 1300 730 000 E: epropertysupport@saiglobal.com

PROPOSED PLAN OF SUBDIVISION

INFORMATION ONLY

Important notice

The plans, specifications and materials included in this Contract or provided to the Purchaser must be read and considered in conjunction with the disclaimer at the end of this annexure

PLAN OF SUBDIVISION

EDITION 1

MASTER PLAN PS843109A

LOCATION OF LAND

PARISH: KEELBUNDORA

CROWN ALLOTMENT: 26D

TITLE REFERENCE: VOL.10172 FOL.808

LAST PLAN REFERENCE: TP789463R

POSTAL ADDRESS: 240-258 HIGH STREET,
(at time of subdivision) **THOMASTOWN, 3074**

MGA CO-ORDINATES: (of approx centre of land in plan) **E: 324 895** **N: 5 827 955** ZONE: **55** GDA 94

COUNCIL NAME: WHITTLESEA CITY COUNCIL

PROVISIONAL PLAN
ALL INFORMATION SHOWN ON THIS PLAN, INCLUDING SUBSEQUENT SHEETS, IS PROVISIONAL AND IS SUBJECT TO CONFIRMATION BY SURVEY, APPROVAL BY STATUTORY AUTHORITIES, CERTIFICATION BY LOCAL GOVERNMENT AND REGISTRATION BY THE OFFICE OF LAND REGISTRY.

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON

NOTATIONS

DEPTH LIMITATION: Does not apply

SURVEY:
This plan is based on survey.

STAGING:
This is a staged subdivision.
Planning Permit No. N/A

This survey has been connected to permanent marks No(s). N/A
In Proclaimed Survey Area No. N/A

NOTATIONS

COMMON PROPERTY No.1 IS ALL THE LAND ON THE PLAN EXCEPT THE LAND IN LOTS, COMMON PROPERTY No.2, COMMON PROPERTY No.3, COMMON PROPERTY No.4 & COMMON PROPERTY No.5.

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.

LOCATION OF BOUNDARIES:
MEDIAN : BOUNDARIES MARKED M
FACE OF WALLS, FACE OF UNFINISHED CONCRETE FLOORS, STORAGE CAGES, PRIVACY SCREENS, BALUSTRADES & UPPER SURFACE OF CEILINGS : ALL OTHER BOUNDARIES.

HATCHING WITHIN A PARCEL INDICATES THAT THE STRUCTURE OF THE RELEVANT WALL, FLOOR OR CEILING IS CONTAINED IN THAT PARCEL.

THE PARTS OF LOTS IN DIAGRAMS 2, 3, 4 & 5 ON SHEETS 3, 4, 5, 6, 7 & 8 HEREIN ARE LIMITED IN HEIGHT TO 2m ABOVE THEIR LOWER BOUNDARY.

ALL INTERNAL SERVICE & EXHAUST DUCTS & PIPE SHAFTS WITHIN THE BUILDING AFFECTED BY OWNERS CORPORATION No.2 ARE PART OF COMMON PROPERTY No.2. THE POSITION OF THESE DUCTS & SHAFTS HAS BEEN OMITTED FROM THE DIAGRAMS CONTAINED HEREIN.

ALL INTERNAL SERVICE & EXHAUST DUCTS & PIPE SHAFTS WITHIN THE BUILDING AFFECTED BY OWNERS CORPORATION No.3 ARE PART OF COMMON PROPERTY No.3. THE POSITION OF THESE DUCTS & SHAFTS HAS BEEN OMITTED FROM THE DIAGRAMS CONTAINED HEREIN.

ALL INTERNAL SERVICE & EXHAUST DUCTS & PIPE SHAFTS WITHIN THE BUILDING AFFECTED BY OWNERS CORPORATION No.4 ARE PART OF COMMON PROPERTY No.4. THE POSITION OF THESE DUCTS & SHAFTS HAS BEEN OMITTED FROM THE DIAGRAMS CONTAINED HEREIN.

ALL INTERNAL SERVICE & EXHAUST DUCTS & PIPE SHAFTS WITHIN THE BUILDING AFFECTED BY OWNERS CORPORATION No.5 ARE PART OF COMMON PROPERTY No.5. THE POSITION OF THESE DUCTS & SHAFTS HAS BEEN OMITTED FROM THE DIAGRAMS CONTAINED HEREIN.

ALL INTERNAL SERVICE & EXHAUST DUCTS & PIPE SHAFTS WITHIN THE BUILDING THAT ARE NOT PART OF COMMON PROPERTY No.2, COMMON PROPERTY No.3, COMMON PROPERTY No.4, OR COMMON PROPERTY No.5 ARE PART OF COMMON PROPERTY No.1. THE POSITION OF THESE DUCTS & SHAFTS HAS BEEN OMITTED FROM THE DIAGRAMS CONTAINED HEREIN.

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS

FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

SECTION 12(2) APPLIES TO ALL THE LAND IN THIS PLAN.

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	SEWERAGE	2.44	CROWN GRANT Vol.10721 Fol.808	AUTHORITY OR AUTHORITIES AS SPECIFIED IN CROWN GRANT
E-1	SEWERAGE	2.44	THIS PLAN	YARRA VALLEY WATER CORPORATION

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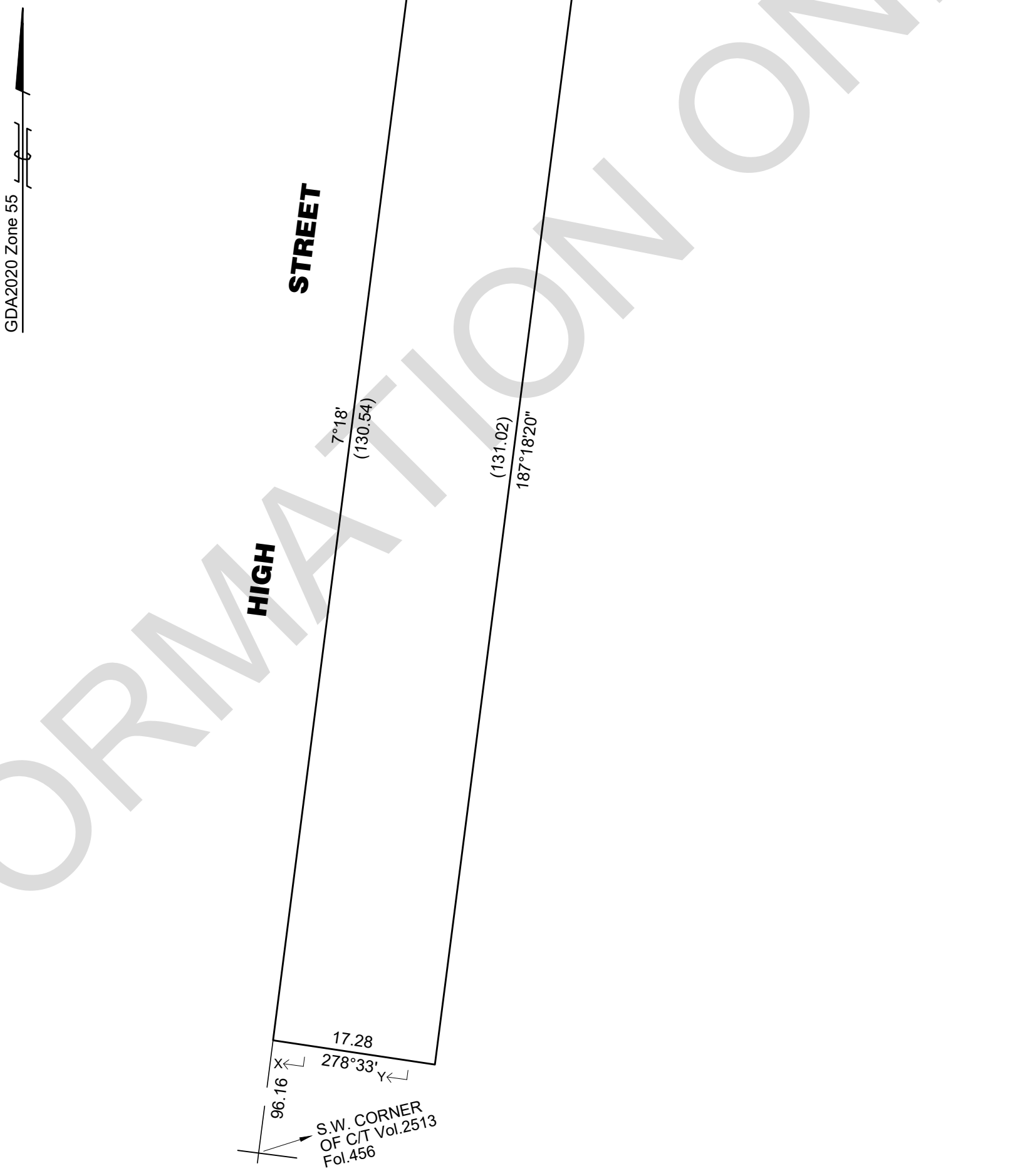
SURVEYORS FILE REF: **16921** VERSION 4 28/08/2020 ORIGINAL SHEET SIZE: A3 SHEET 1 OF 15 SHEETS

INFORMATION ONLY

PLAN OF SUBDIVISION	MASTER PLAN PS843109A

DIAGRAM 1

SITE PLAN



INFORMATION ONLY

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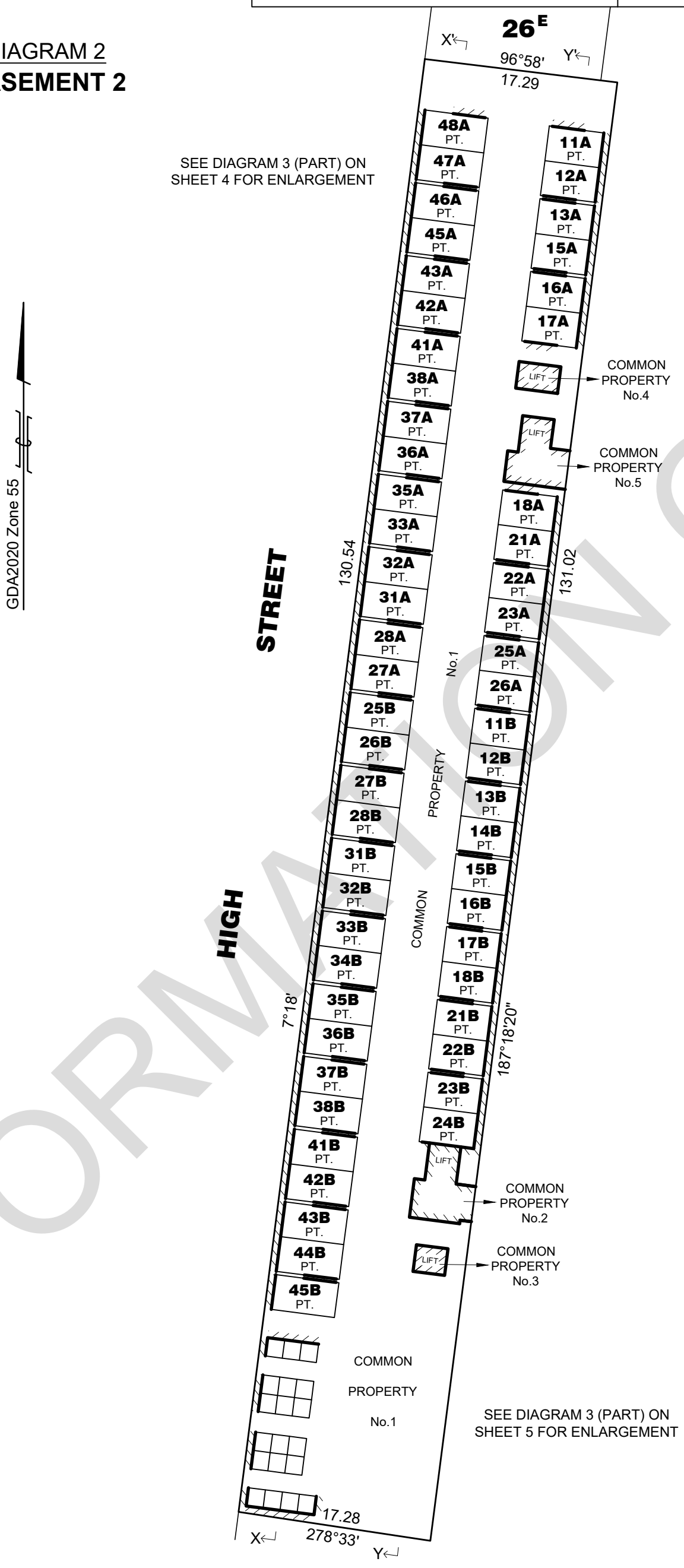
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PLAN OF SUBDIVISION

MASTER PLAN PS843109A

DIAGRAM 2

BASEMENT 2



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SCALE		ORIGINAL SHEET	REF:	SHEET
1:400	4 0 4 8 12 16 LENGTHS ARE IN METRES	SIZE: A3	**16921**	3

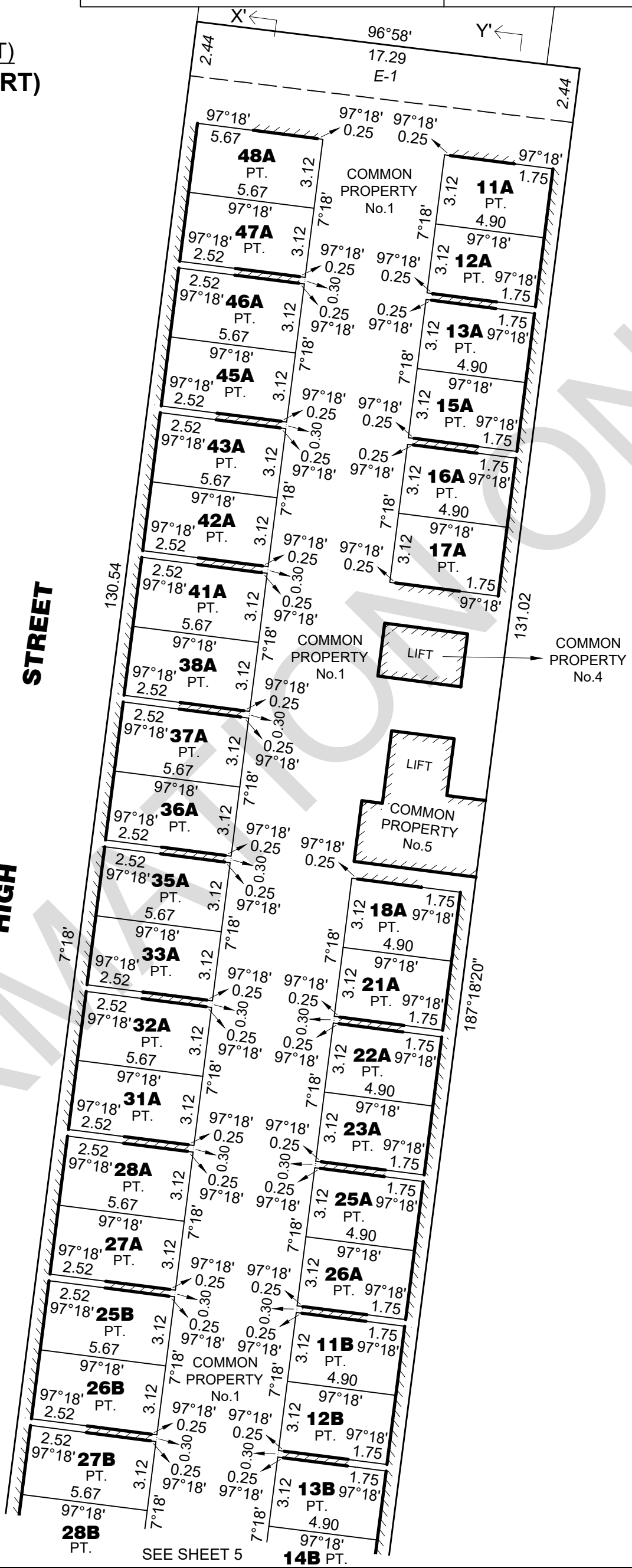
PLAN OF SUBDIVISION

MASTER PLAN PS843109A

DIAGRAM 3 (PART)

BASEMENT 2 (PART)

GDA2020 Zone 55



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SCALE		ORIGINAL SHEET SIZE: A3	REF: 16921	SHEET 4
1:200	2 0 2 4 6 8 LENGTHS ARE IN METRES			

PLAN OF SUBDIVISION

MASTER PLAN PS843109A

DIAGRAM 3 (PART)

BASEMENT 2 (PART)



ENLARGEMENT 1

(NOT TO SCALE)

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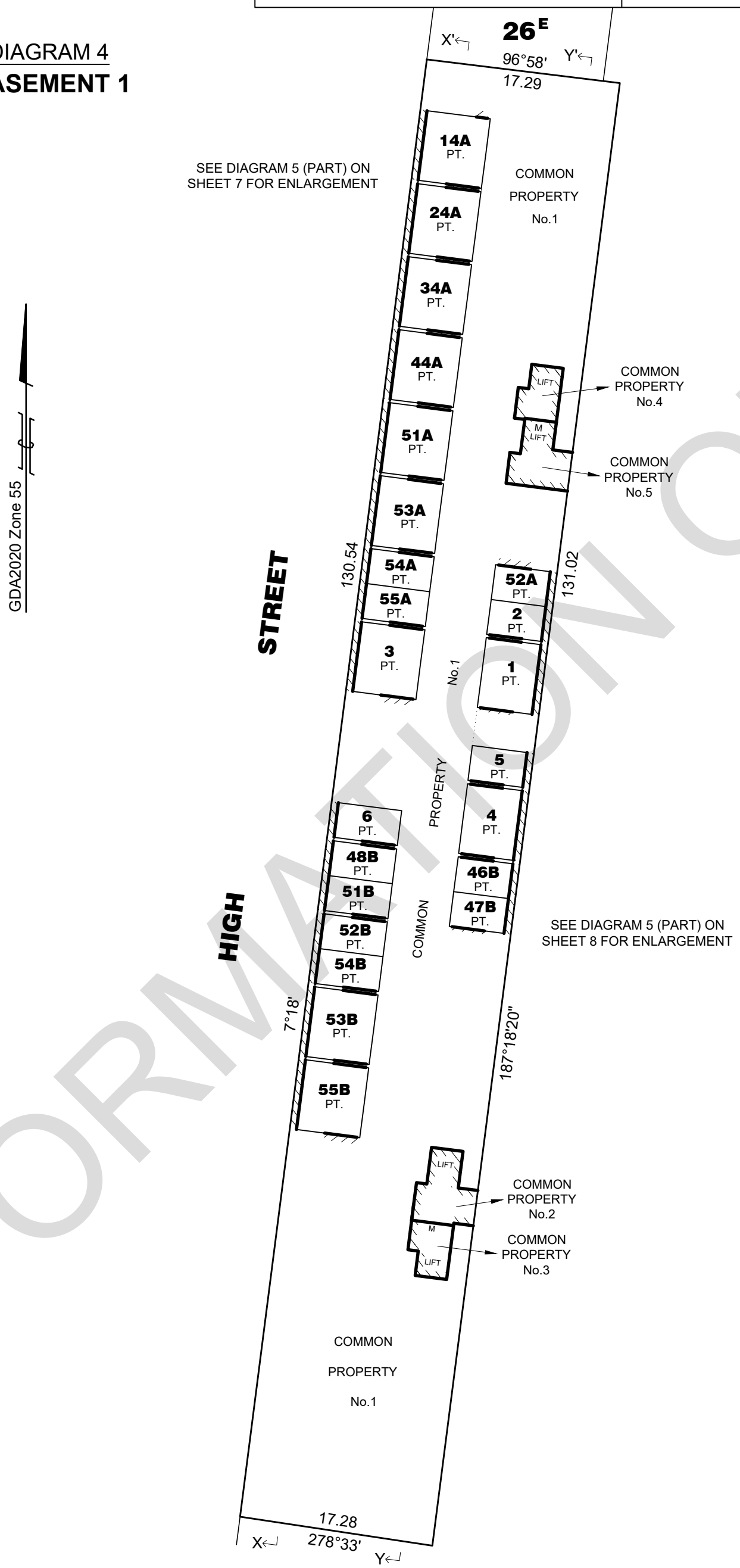
SCALE	LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	REF: 16921	SHEET 5
1:200	2 0 2 4 6 8			

PLAN OF SUBDIVISION

MASTER PLAN PS 843109A

DIAGRAM 4

BASEMENT 1



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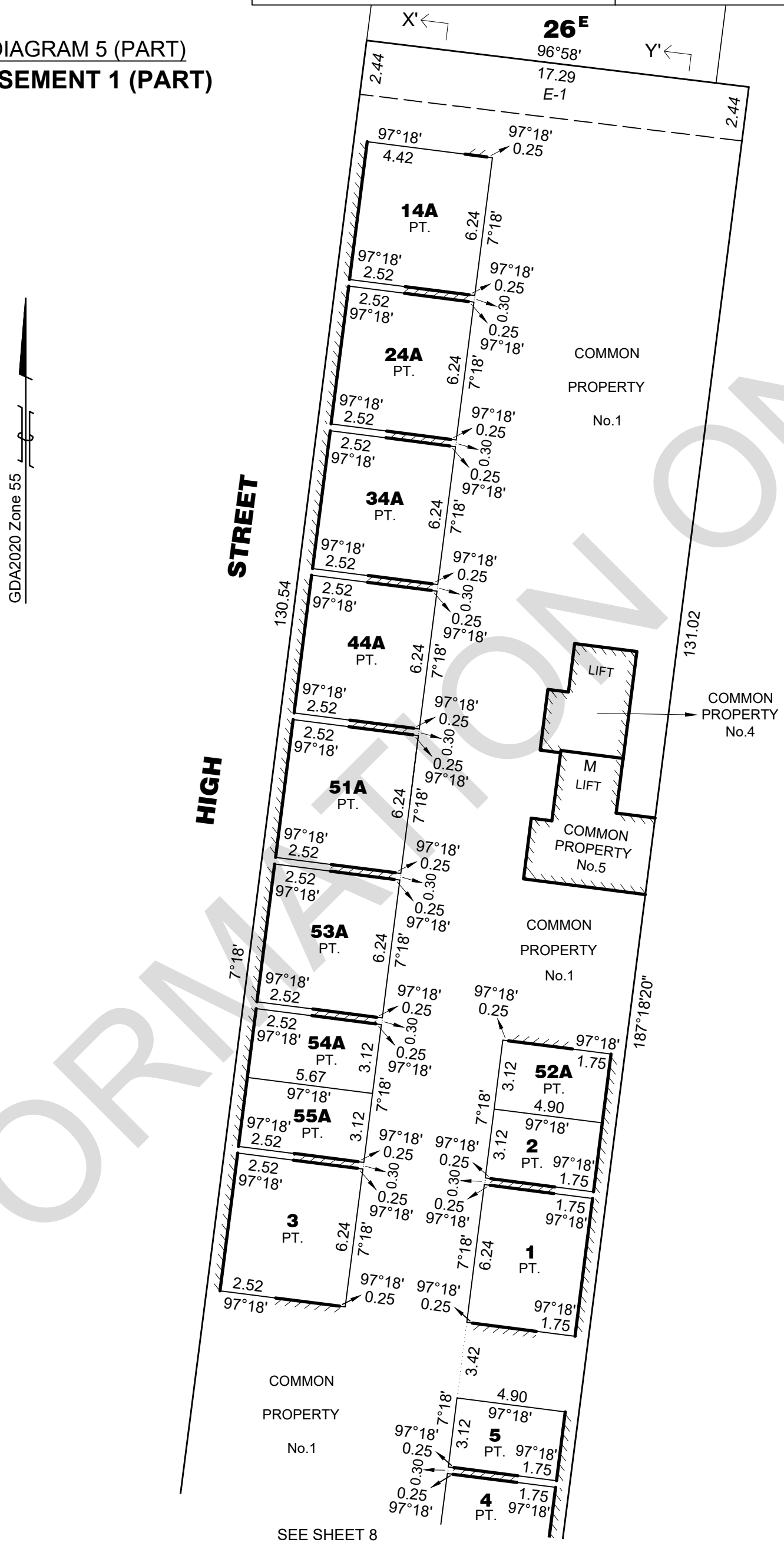
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PLAN OF SUBDIVISION

MASTER PLAN PS843109A

DIAGRAM 5 (PART)

BASEMENT 1 (PART)



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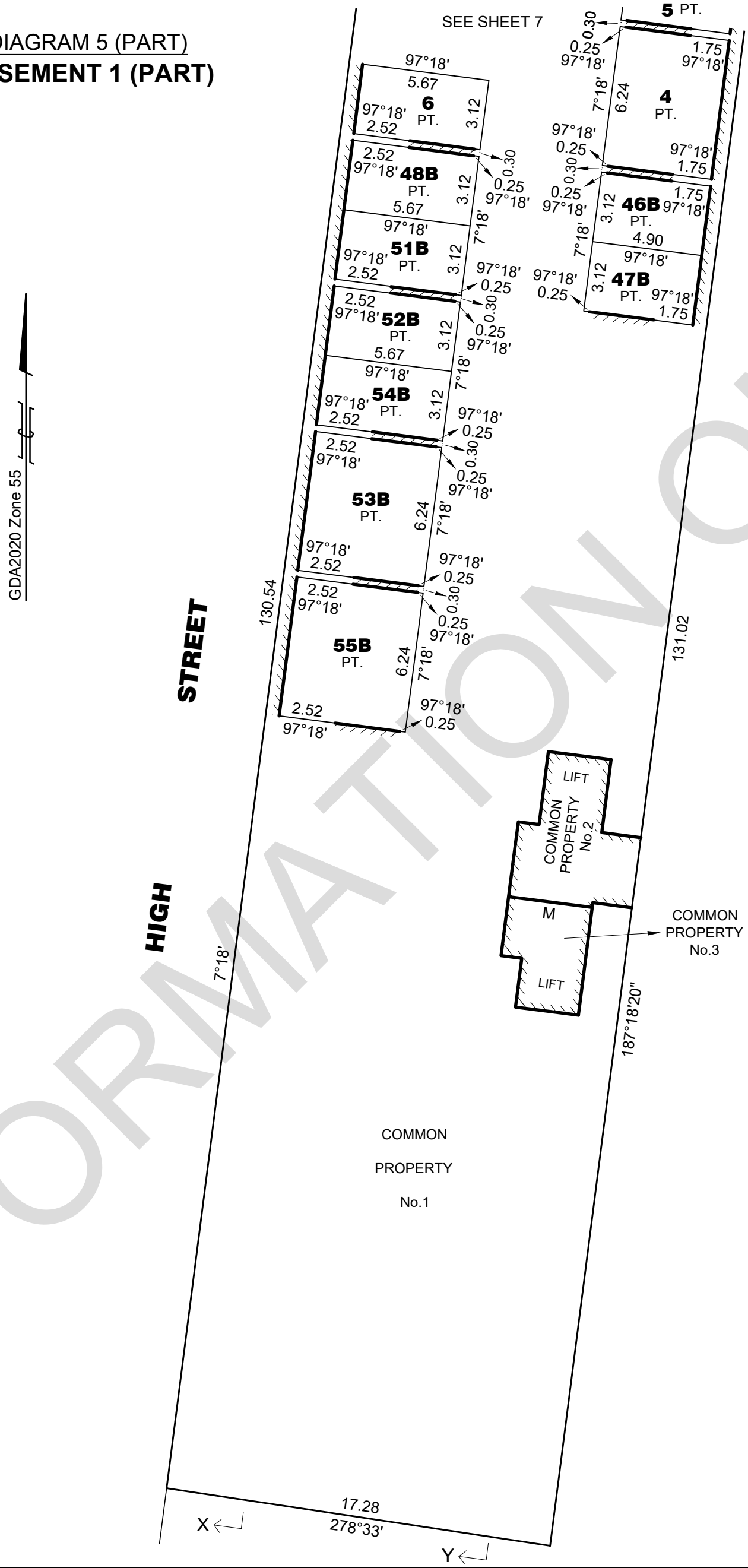
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1:200	2 0 2 4 6 8 LENGTHS ARE IN METRES			

PLAN OF SUBDIVISION

MASTER PLAN PS843109A

DIAGRAM 5 (PART)

BASEMENT 1 (PART)



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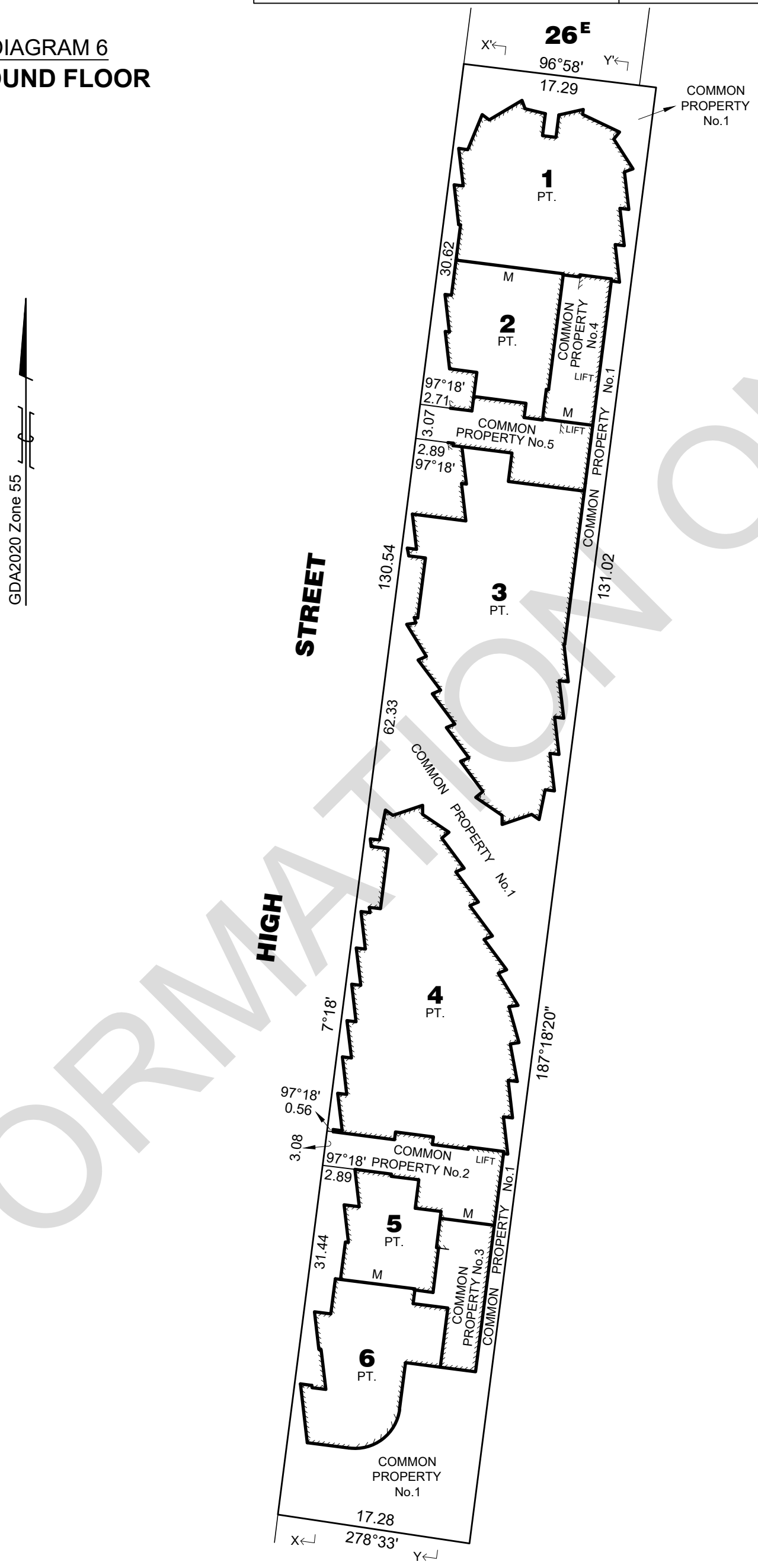
SCALE		ORIGINAL SHEET	REF:	SHEET
1:200	2 0 2 4 6 8 LENGTHS ARE IN METRES	SIZE: A3	**16921**	8

PLAN OF SUBDIVISION

MASTER PLAN PS843109A

DIAGRAM 6

GROUND FLOOR



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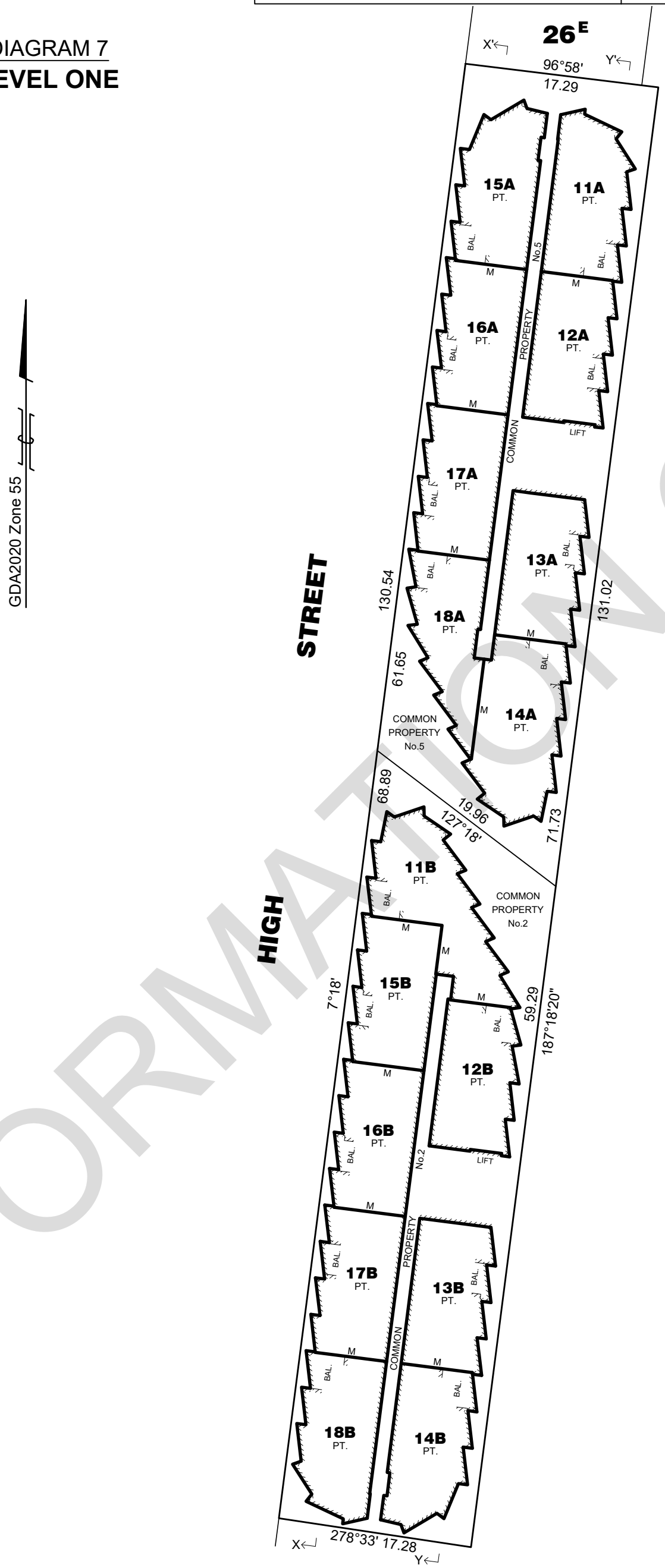
SCALE		ORIGINAL SHEET	REF:	SHEET
1:400	4 0 4 8 12 16 LENGTHS ARE IN METRES	SIZE: A3	**16921**	9

PLAN OF SUBDIVISION

MASTER PLAN PS843109A

DIAGRAM 7

LEVEL ONE



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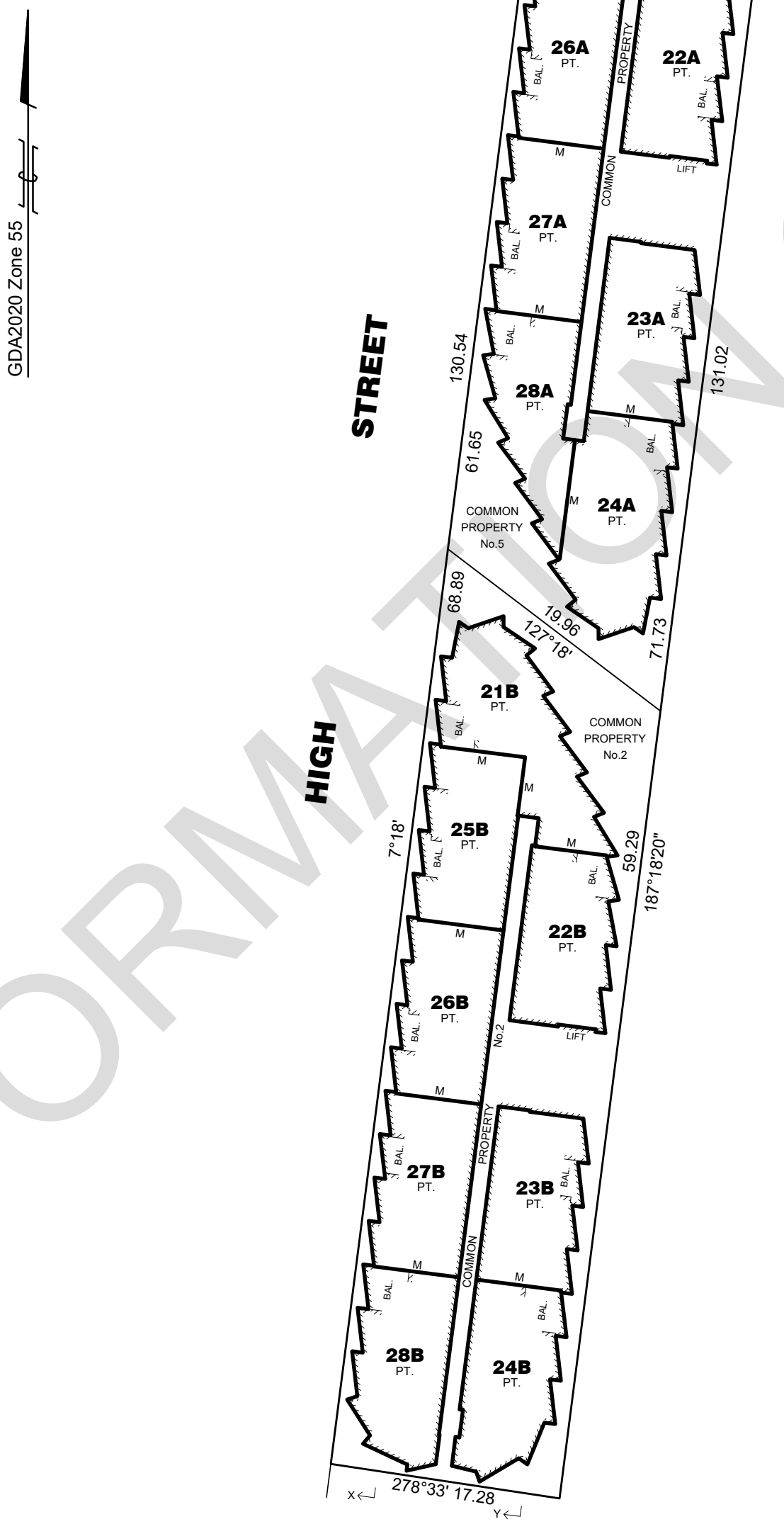
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1:400	4 0 4 8 12 16 LENGTHS ARE IN METRES			

PLAN OF SUBDIVISION

MASTER PLAN PS843109A

DIAGRAM 8

LEVEL TWO



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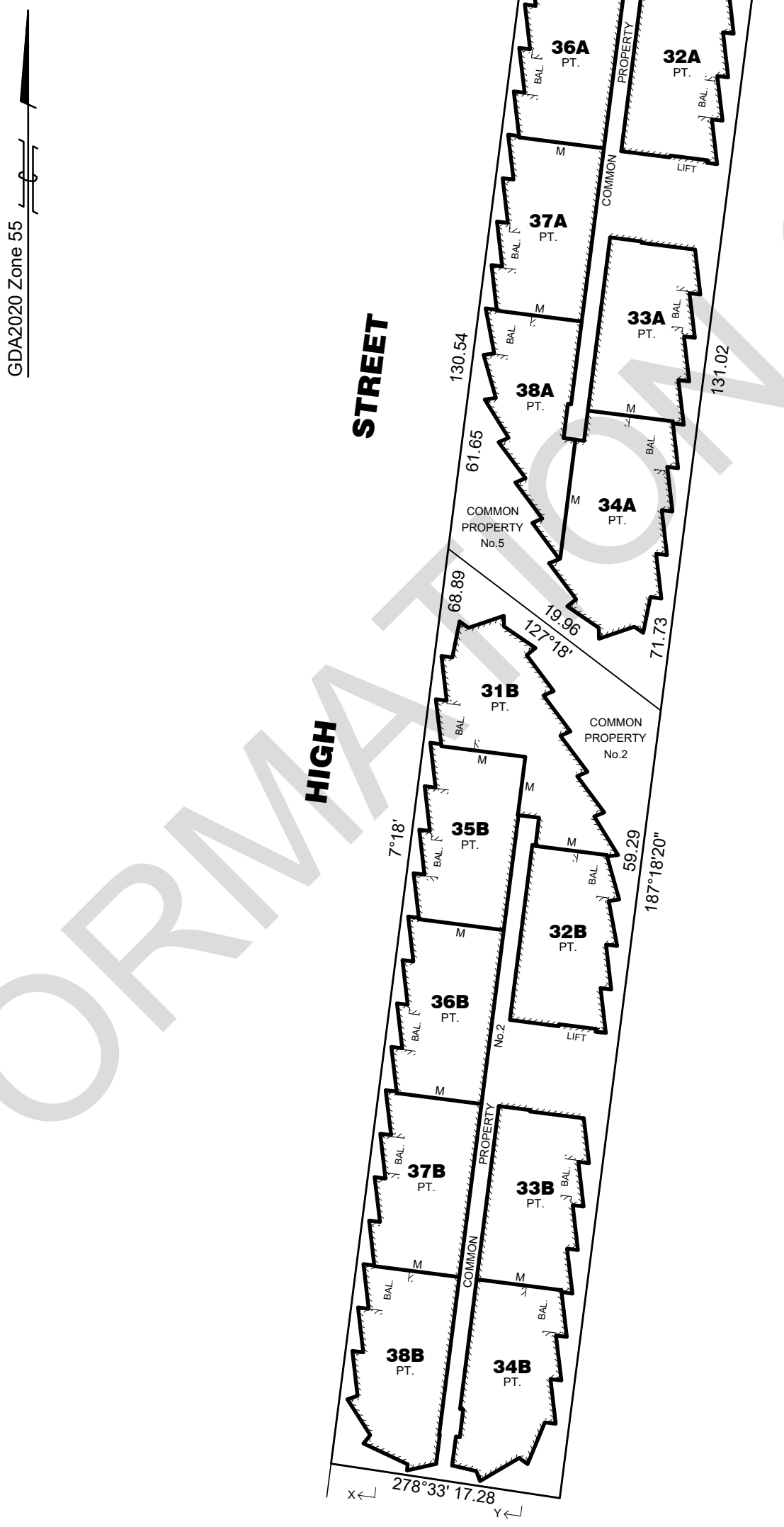
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1:400	4 0 4 8 12 16 LENGTHS ARE IN METRES	SIZE: A3	**16921**	11

PLAN OF SUBDIVISION

MASTER PLAN PS843109A

DIAGRAM 9

LEVEL THREE



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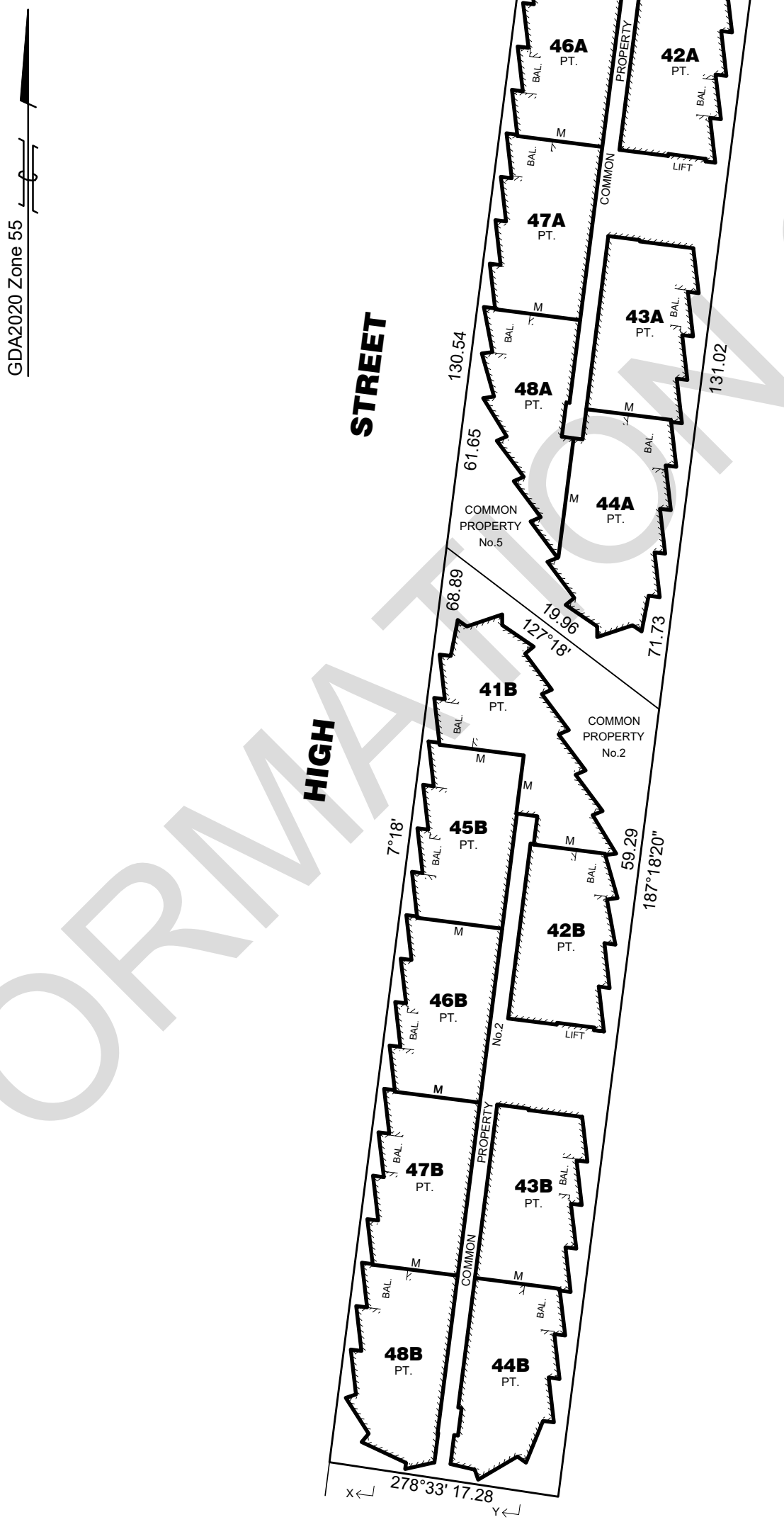
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PLAN OF SUBDIVISION

MASTER PLAN PS843109A

DIAGRAM 10

LEVEL FOUR



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SCALE		ORIGINAL SHEET	REF:	SHEET
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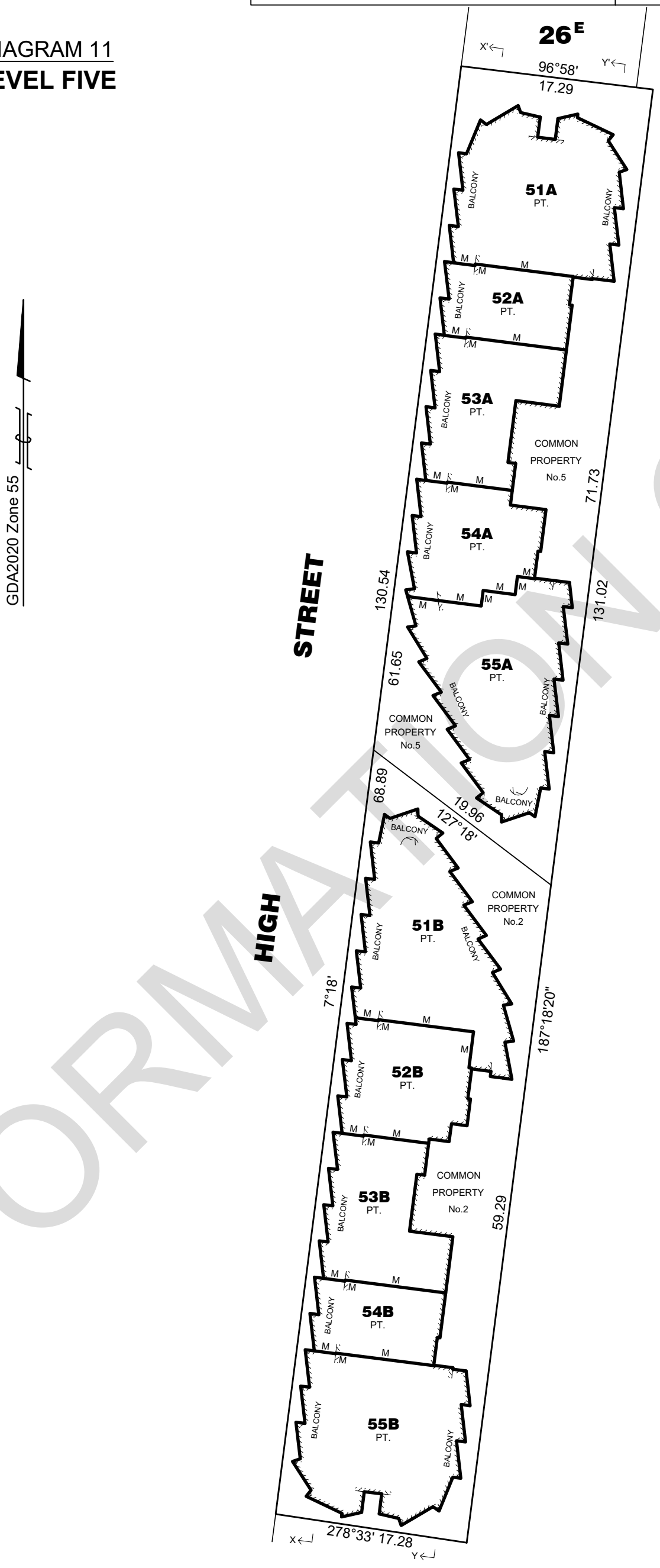
PLAN OF SUBDIVISION

MASTER PLAN PS843109A

DIAGRAM 11

LEVEL FIVE

GDA2020 Zone 55



INFORMATION ONLY

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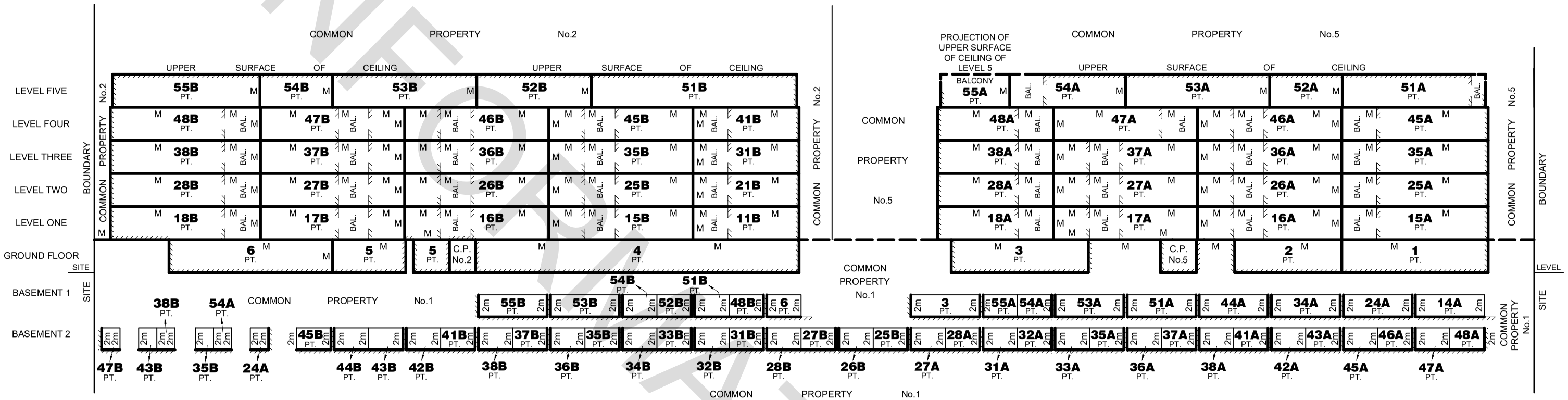
SCALE	LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	REF: 16921	SHEET 14
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PLAN OF SUBDIVISION

MASTER PLAN
PS 843109A

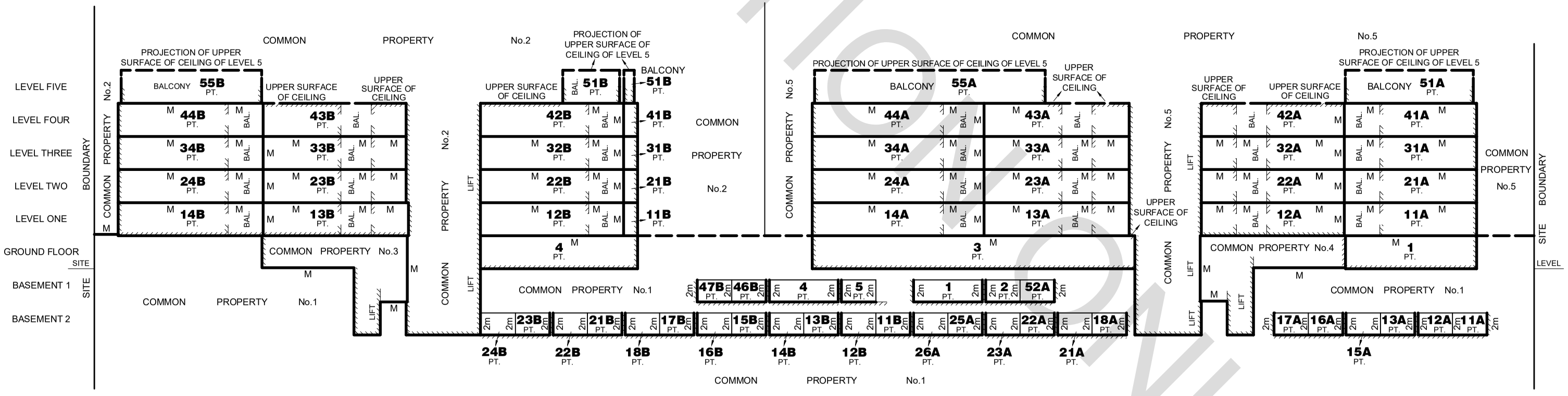
CROSS SECTION X-X'

NOT TO SCALE



CROSS SECTION Y-Y'

NOT TO SCALE



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SCALE		ORIGINAL SHEET SIZE: A3	REF: 16921	SHEET 15
N.T.S.	LENGTHS ARE IN METRES			

INFORMATION ONLY

OWNERS CORPORATION SCHEDULE

MASTER PLAN PS843109A

Owners Corporation 1 ***Plan no. PS843109A***

Land affected by Owners Corporation : ALL OF THE LOTS IN THE TABLE BELOW, COMMON PROPERTY No.1, COMMON PROPERTY No.2, COMMON PROPERTY No.3, COMMON PROPERTY No.4 & COMM0N PROPERTY No.5.

Limitations on Owners Corporation : Unlimited

Notations :

ONLY THE MEMBERS OF OWNERS CORPORATION 2 ARE ENTITLED TO USE COMMON PROPERTY No.2.
ONLY THE MEMBERS OF OWNERS CORPORATION 3 ARE ENTITLED TO USE COMMON PROPERTY No.3.
ONLY THE MEMBERS OF OWNERS CORPORATION 4 ARE ENTITLED TO USE COMMON PROPERTY No.4.
ONLY THE MEMBERS OF OWNERS CORPORATION 5 ARE ENTITLED TO USE COMMON PROPERTY No.5.

PROVISIONAL PLAN

ALL INFORMATION SHOWN ON THIS PLAN, INCLUDING SUBSEQUENT SHEETS, IS PROVISIONAL AND IS SUBJECT TO CONFIRMATION BY SURVEY, APPROVAL BY STATUTORY AUTHORITIES, CERTIFICATION BY LOCAL GOVERNMENT AND REGISTRATION BY THE OFFICE OF LAND REGISTRY.

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
1	186	186	41A	91	91	32B	86	86
2	117	117	42A	89	89	33B	89	89
3	208	208	43A	89	89	34B	89	89
4	162	162	44A	110	110	35B	88	88
5	84	84	45A	89	89	36B	88	88
6	130	130	46A	88	88	37B	88	88
11A	91	91	47A	88	88	38B	91	91
12A	89	89	48A	81	81	41B	107	107
13A	89	89	51A	176	176	42B	86	86
14A	110	110	52A	72	72	43B	89	89
15A	89	89	53A	116	116	44B	89	89
16A	88	88	54A	102	102	45B	88	88
17A	88	88	55A	183	183	46B	88	88
18A	81	81	11B	107	107	47B	88	88
21A	91	91	12B	86	86	48B	91	91
22A	89	89	13B	89	89	51B	176	176
23A	89	89	14B	89	89	52B	110	110
24A	110	110	15B	88	88	53B	116	116
25A	89	89	16B	88	88	54B	72	72
26A	88	88	17B	88	88	55B	176	176
27A	88	88	18B	91	91			
28A	81	81	21B	107	107			
31A	91	91	22B	86	86			
32A	89	89	23B	89	89			
33A	89	89	24B	89	89			
34A	110	110	25B	88	88			
35A	89	89	26B	88	88			
36A	88	88	27B	88	88			
37A	88	88	28B	91	91			
38A	81	81	31B	107	107			
						Total	7990	7990

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SURVEYORS FILE REF: **16921**

ORIGINAL SHEET SIZE: A3

INFORMATION ONLY

OWNERS CORPORATION SCHEDULE

MASTER PLAN PS843109A

Owners Corporation 2 ***Plan no. PS843109A***

Land affected by Owners Corporation : LOTS 11B TO 18B, 21B TO 28B, 31B TO 38B, 41B TO 48B & 51B TO 55B (ALL INCLUSIVE) & COMMON PROPERTY No.2.

Limitations on Owners Corporation : LIMITED TO COMMON PROPERTY

Notations :

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

PROVISIONAL PLAN

ALL INFORMATION SHOWN ON THIS PLAN, INCLUDING SUBSEQUENT SHEETS, IS PROVISIONAL AND IS SUBJECT TO CONFIRMATION BY SURVEY, APPROVAL BY STATUTORY AUTHORITIES, CERTIFICATION BY LOCAL GOVERNMENT AND REGISTRATION BY THE OFFICE OF LAND REGISTRY.

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
11B	107	107	47B	88	88			
12B	86	86	48B	91	91			
13B	89	89	51B	176	176			
14B	89	89	52B	110	110			
15B	88	88	53B	116	116			
16B	88	88	54B	72	72			
17B	88	88	55B	176	176			
18B	91	91						
21B	107	107						
22B	86	86						
23B	89	89						
24B	89	89						
25B	88	88						
26B	88	88						
27B	88	88						
28B	91	91						
31B	107	107						
32B	86	86						
33B	89	89						
34B	89	89						
35B	88	88						
36B	88	88						
37B	88	88						
38B	91	91						
41B	107	107						
42B	86	86						
43B	89	89						
44B	89	89						
45B	88	88						
46B	88	88						
			Total	3554	3554			

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SURVEYORS FILE REF: **16921**

ORIGINAL SHEET SIZE: A3

INFORMATION ONLY

OWNERS CORPORATION SCHEDULE

MASTER PLAN
PS843109A

Owners Corporation 3 ***Plan no. PS843109A***

Land affected by Owners Corporation : LOTS 4, 5 & 6 & COMMON PROPERTY No.3.

Limitations on Owners Corporation : LIMITED TO COMMON PROPERTY

Notations :

MEMBERS OF OWNERS CORPORATION No.3 ARE ALSO AFFECTED BY OWNERS CORPORATION 1.
CERTIFICATE OF TITLE FOR COMMON PROPERTY No.3 IS IN THE NAME OF OWNERS CORPORATION 1.

PROVISIONAL PLAN

ALL INFORMATION SHOWN ON THIS PLAN, INCLUDING SUBSEQUENT SHEETS, IS PROVISIONAL AND IS SUBJECT TO CONFIRMATION BY SURVEY, APPROVAL BY STATUTORY AUTHORITIES, CERTIFICATION BY LOCAL GOVERNMENT AND REGISTRATION BY THE OFFICE OF LAND REGISTRY.

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
4	162	162						
5	84	84						
6	130	130						
Total	376	376						

INFORMATION ONLY

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SURVEYORS FILE REF: **16921**

ORIGINAL SHEET SIZE: A3

OWNERS CORPORATION SCHEDULE

MASTER PLAN PS843109A

Owners Corporation 4 ***Plan no. PS843109A***

Land affected by Owners Corporation : LOTS 1, 2 & 3 & COMMON PROPERTY No.4.

Limitations on Owners Corporation : LIMITED TO COMMON PROPERTY

Notations :

MEMBERS OF OWNERS CORPORATION No.4 ARE ALSO AFFECTED BY OWNERS CORPORATION 1.
CERTIFICATE OF TITLE FOR COMMON PROPERTY No.4 IS IN THE NAME OF OWNERS CORPORATION 1.

PROVISIONAL PLAN

ALL INFORMATION SHOWN ON THIS PLAN, INCLUDING SUBSEQUENT SHEETS, IS PROVISIONAL AND IS SUBJECT TO CONFIRMATION BY SURVEY, APPROVAL BY STATUTORY AUTHORITIES, CERTIFICATION BY LOCAL GOVERNMENT AND REGISTRATION BY THE OFFICE OF LAND REGISTRY.

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
1	186	186						
2	117	117						
3	208	208						
Total	511	511						

INFORMATION ONLY

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SURVEYORS FILE REF: **16921**

ORIGINAL SHEET SIZE: A3

OWNERS CORPORATION SCHEDULE

MASTER PLAN PS843109A

Owners Corporation 5 ***Plan no. PS843109A***

Land affected by Owners Corporation : LOTS 11A TO 18A, 21A TO 28A, 31A TO 38A, 41A TO 48A & 51A TO 55A (ALL INCLUSIVE) & COMMON PROPERTY No.5.

Limitations on Owners Corporation : LIMITED TO COMMON PROPERTY

Notations :

MEMBERS OF OWNERS CORPORATION No.5 ARE ALSO AFFECTED BY OWNERS CORPORATION 1.
CERTIFICATE OF TITLE FOR COMMON PROPERTY No.5 IS IN THE NAME OF OWNERS CORPORATION 1.

PROVISIONAL PLAN

ALL INFORMATION SHOWN ON THIS PLAN, INCLUDING SUBSEQUENT SHEETS, IS PROVISIONAL AND IS SUBJECT TO CONFIRMATION BY SURVEY, APPROVAL BY STATUTORY AUTHORITIES, CERTIFICATION BY LOCAL GOVERNMENT AND REGISTRATION BY THE OFFICE OF LAND REGISTRY.

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
11A	91	91	47A	88	88			
12A	89	89	48A	81	81			
13A	89	89	51A	176	176			
14A	110	110	52A	72	72			
15A	89	89	53A	116	116			
16A	88	88	54A	102	102			
17A	88	88	55A	183	183			
18A	81	81						
21A	91	91						
22A	89	89						
23A	89	89						
24A	110	110						
25A	89	89						
26A	88	88						
27A	88	88						
28A	81	81						
31A	91	91						
32A	89	89						
33A	89	89						
34A	110	110						
35A	89	89						
36A	88	88						
37A	88	88						
38A	81	81						
41A	91	91						
42A	89	89						
43A	89	89						
44A	110	110						
45A	89	89						
46A	88	88						
			Total	3549	3549			

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SURVEYORS FILE REF: **16921**

ORIGINAL SHEET SIZE: A3

INFORMATION ONLY

PLAN OF SUBDIVISION

EDITION 1

PS843109A/S1

LOCATION OF LAND

PARISH: KEELBUNDORA

CROWN ALLOTMENT: 26D

TITLE REFERENCE: VOL.10172 FOL.808

LAST PLAN REFERENCE: TP789463R

POSTAL ADDRESS: 240-258 HIGH STREET,
(at time of subdivision) **THOMASTOWN, 3074**

MGA CO-ORDINATES:
(of approx centre of land in plan)

E: 324 895
N: 5 827 955

ZONE: **55**
GDA 94

COUNCIL NAME: WHITTLESEA CITY COUNCIL

PROVISIONAL PLAN

ALL INFORMATION SHOWN ON THIS PLAN, INCLUDING SUBSEQUENT SHEETS, IS PROVISIONAL AND IS SUBJECT TO CONFIRMATION BY SURVEY, APPROVAL BY STATUTORY AUTHORITIES, CERTIFICATION BY LOCAL GOVERNMENT AND REGISTRATION BY THE OFFICE OF LAND REGISTRY.

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON

NOTATIONS

DEPTH LIMITATION: Does not apply

SURVEY:
This plan is based on survey.

STAGING:
This is a staged subdivision.
Planning Permit No.

This survey has been connected to permanent marks No(s).
In Proclaimed Survey Area No. N/A

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS

FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES

NOTATIONS

COMMON PROPERTY No.1 IS ALL THE LAND ON THE PLAN EXCEPT THE LAND IN THE LOTS, COMMON PROPERTY No.2, COMMON PROPERTY No.3 & COMMON PROPERTY No.4.

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.

LOCATION OF BOUNDARIES:
MEDIAN : BOUNDARIES MARKED M
FACE OF WALLS, FACE OF UNFINISHED CONCRETE FLOORS, STORAGE CAGES, PRIVACY SCREENS, BALUSTRADES & UPPER SURFACE OF CEILINGS : ALL OTHER BOUNDARIES.

HATCHING WITHIN A PARCEL INDICATES THAT THE STRUCTURE OF THE RELEVANT WALL, FLOOR OR CEILING IS CONTAINED IN THAT PARCEL.

THE PARTS OF LOTS IN DIAGRAMS 2, 3, 4 & 5 (INCLUDING ENLARGEMENT) ON SHEETS 3, 4, 5, 6, 7 & 8 HEREIN ARE LIMITED IN HEIGHT TO 2m ABOVE THEIR LOWER BOUNDARY.

ALL INTERNAL SERVICE & EXHAUST DUCTS & PIPE SHAFTS WITHIN THE BUILDING AFFECTED BY OWNERS CORPORATION No.2 ARE PART OF COMMON PROPERTY No.2. THE POSITION OF THESE DUCTS & SHAFTS HAS BEEN OMITTED FROM THE DIAGRAMS CONTAINED HEREIN.

ALL INTERNAL SERVICE & EXHAUST DUCTS & PIPE SHAFTS WITHIN THE BUILDING AFFECTED BY OWNERS CORPORATION No.3 ARE PART OF COMMON PROPERTY No.3. THE POSITION OF THESE DUCTS & SHAFTS HAS BEEN OMITTED FROM THE DIAGRAMS CONTAINED HEREIN.

ALL INTERNAL SERVICE & EXHAUST DUCTS & PIPE SHAFTS WITHIN THE BUILDING AFFECTED BY OWNERS CORPORATION No.4 ARE PART OF COMMON PROPERTY No.4. THE POSITION OF THESE DUCTS & SHAFTS HAS BEEN OMITTED FROM THE DIAGRAMS CONTAINED HEREIN.

ALL INTERNAL SERVICE & EXHAUST DUCTS & PIPE SHAFTS WITHIN THE BUILDING THAT ARE NOT PART OF COMMON PROPERTY No.2, COMMON PROPERTY No.3 OR COMMON PROPERTY No.4 ARE PART OF COMMON PROPERTY No.1. THE POSITION OF THESE DUCTS & SHAFTS HAS BEEN OMITTED FROM THE DIAGRAMS CONTAINED HEREIN.

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

SECTION 12(2) APPLIES TO ALL THE LAND IN THIS PLAN.

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	SEWERAGE	2.44	CROWN GRANT Vol.10721 Fol.808	AUTHORITY OR AUTHORITIES AS SPECIFIED IN CROWN GRANT
E-1	SEWERAGE	2.44	THIS PLAN	YARRA VALLEY WATER CORPORATION

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SURVEYORS FILE REF: **16921**

VERSION 4
28/08/2020

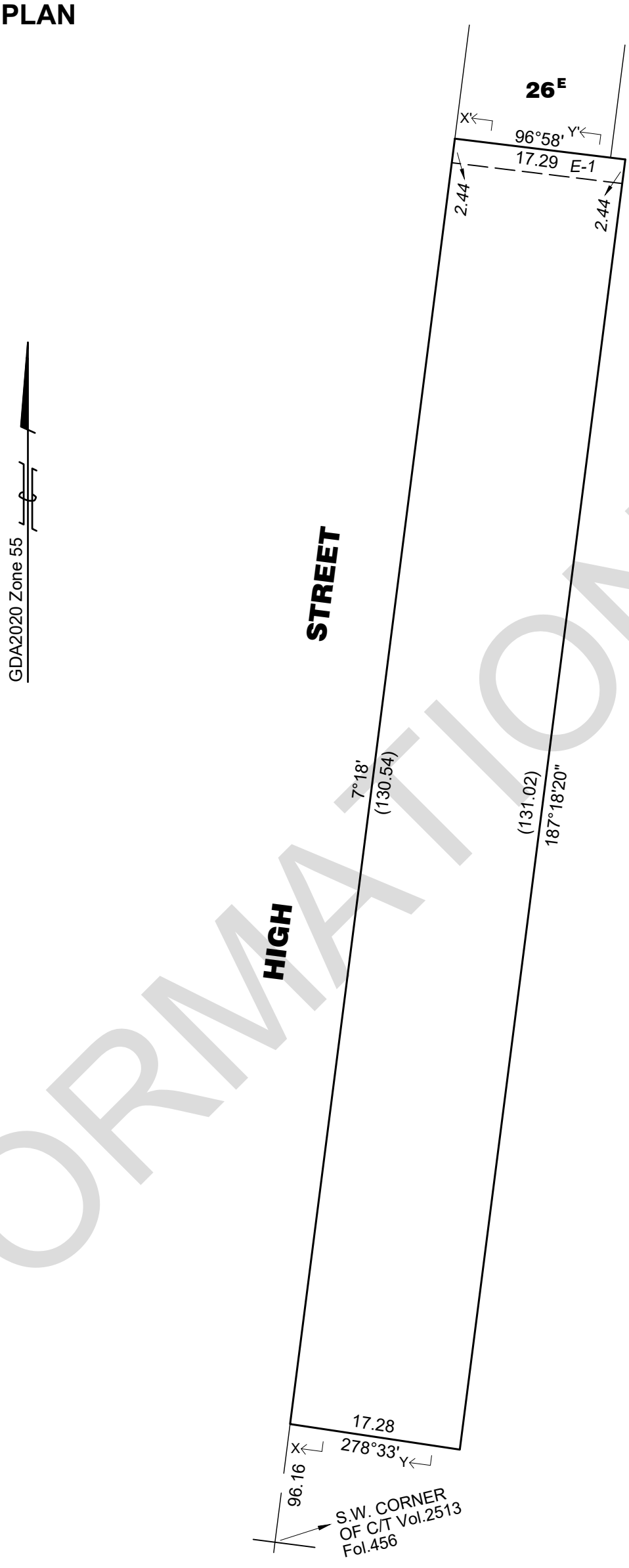
ORIGINAL SHEET SIZE: A3

INFORMATION ONLY

PLAN OF SUBDIVISION	PS843109A/S1

DIAGRAM 1

SITE PLAN



INFORMATION ONLY

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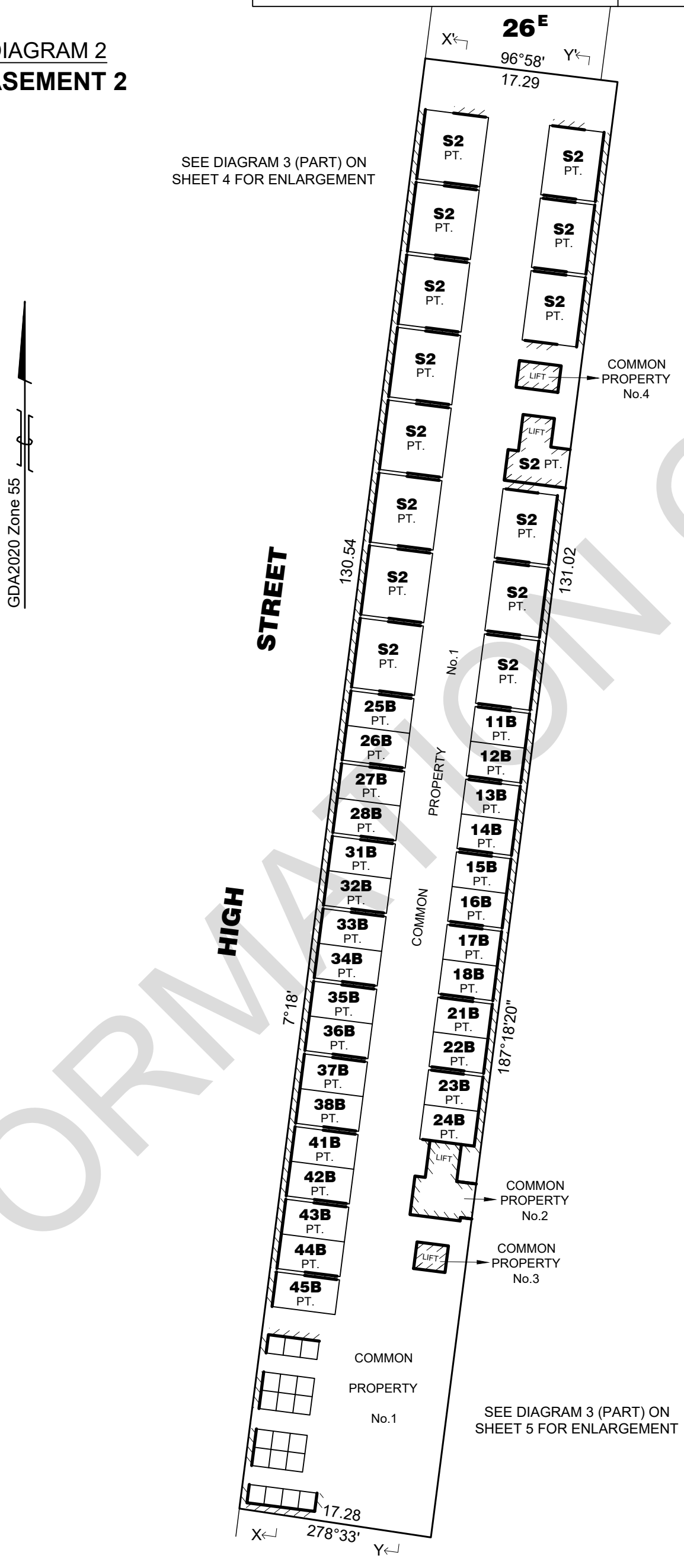
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PLAN OF SUBDIVISION

PS843109A/S1

DIAGRAM 2

BASEMENT 2



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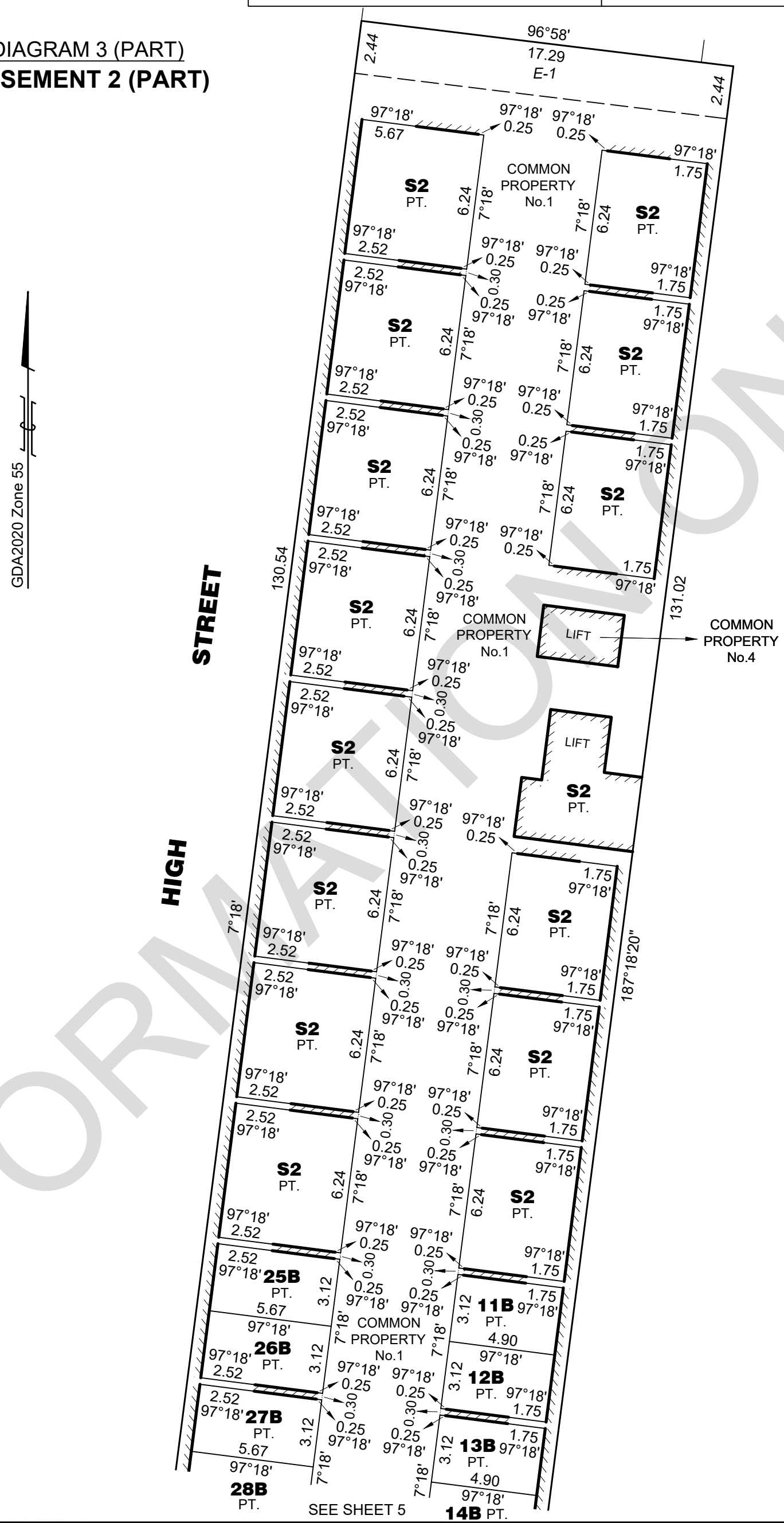
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PLAN OF SUBDIVISION

PS843109A/S1

DIAGRAM 3 (PART)

BASEMENT 2 (PART)



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SCALE	LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	REF: 16921	SHEET 4
1:200	2 0 2 4 6 8			

PLAN OF SUBDIVISION | PS843109A/S1

DIAGRAM 3 (PART)

BASEMENT 2 (PART)



ENLARGEMENT 1
(NOT TO SCALE)

INFORMATION ONLY

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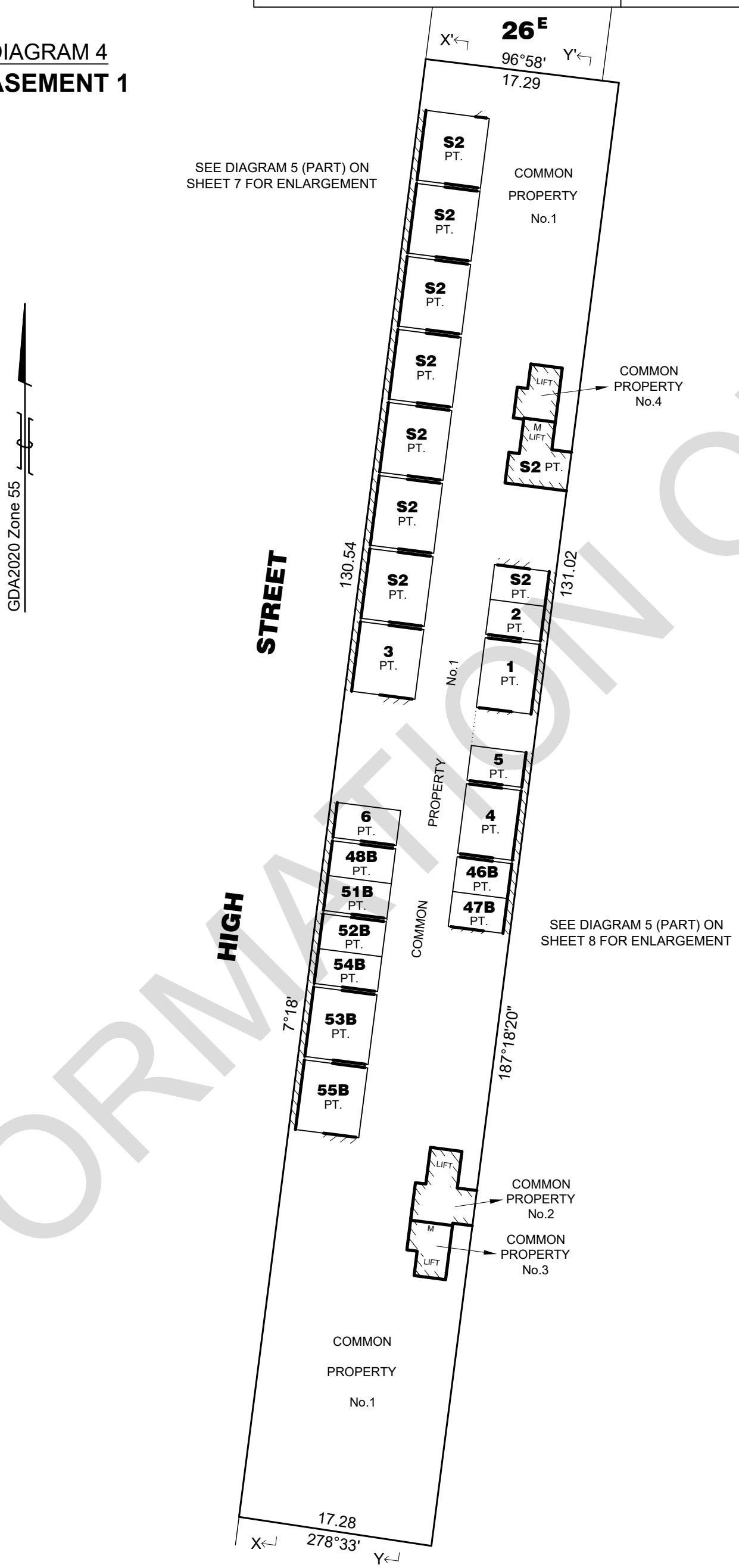
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PLAN OF SUBDIVISION

PS843109A/S1

DIAGRAM 4

BASEMENT 1



INFORMATION ONLY

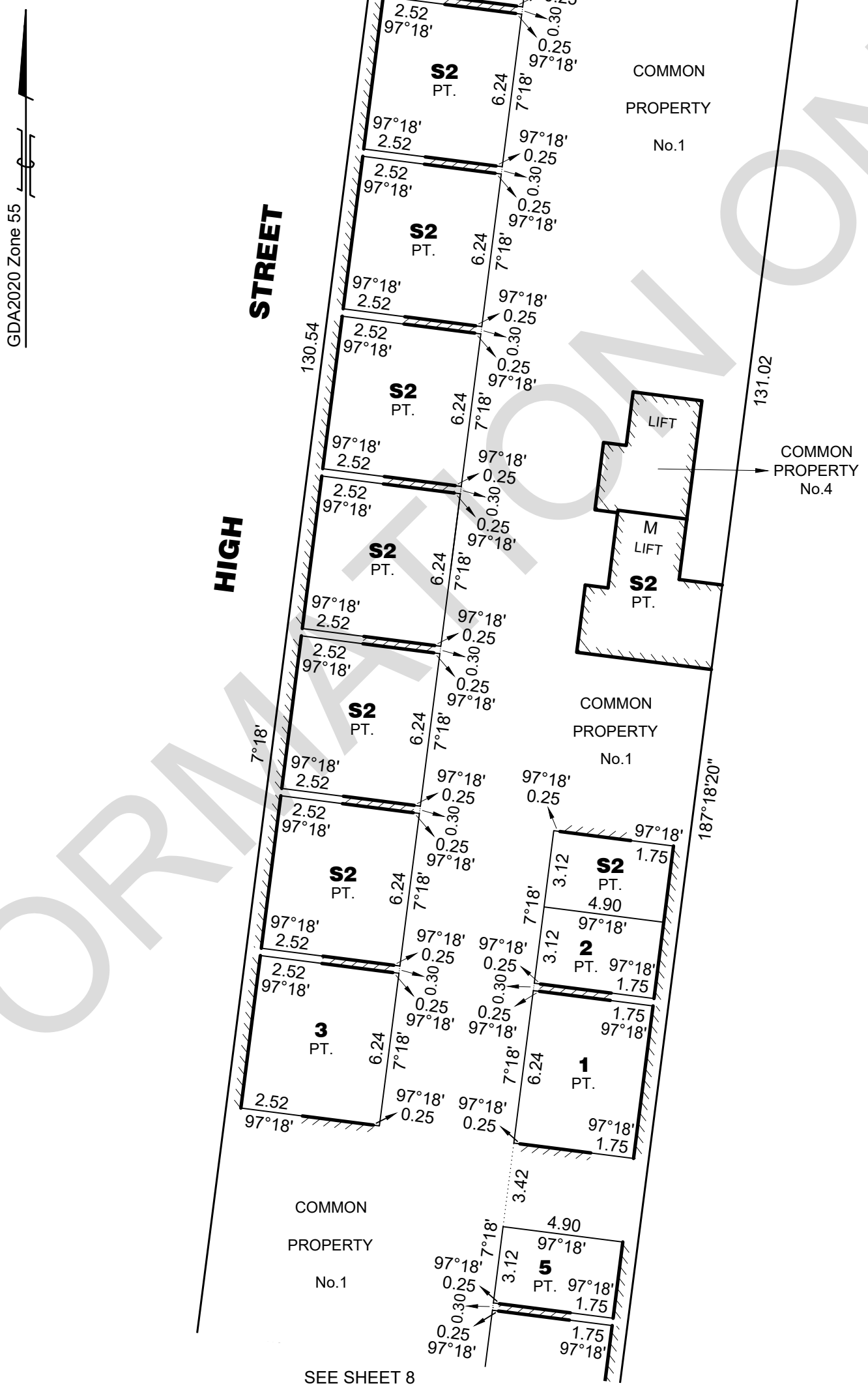
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PLAN OF SUBDIVISION | PS843109A/S1

DIAGRAM 5 (PART)

BASEMENT 1 (PART)



SEE SHEET 8

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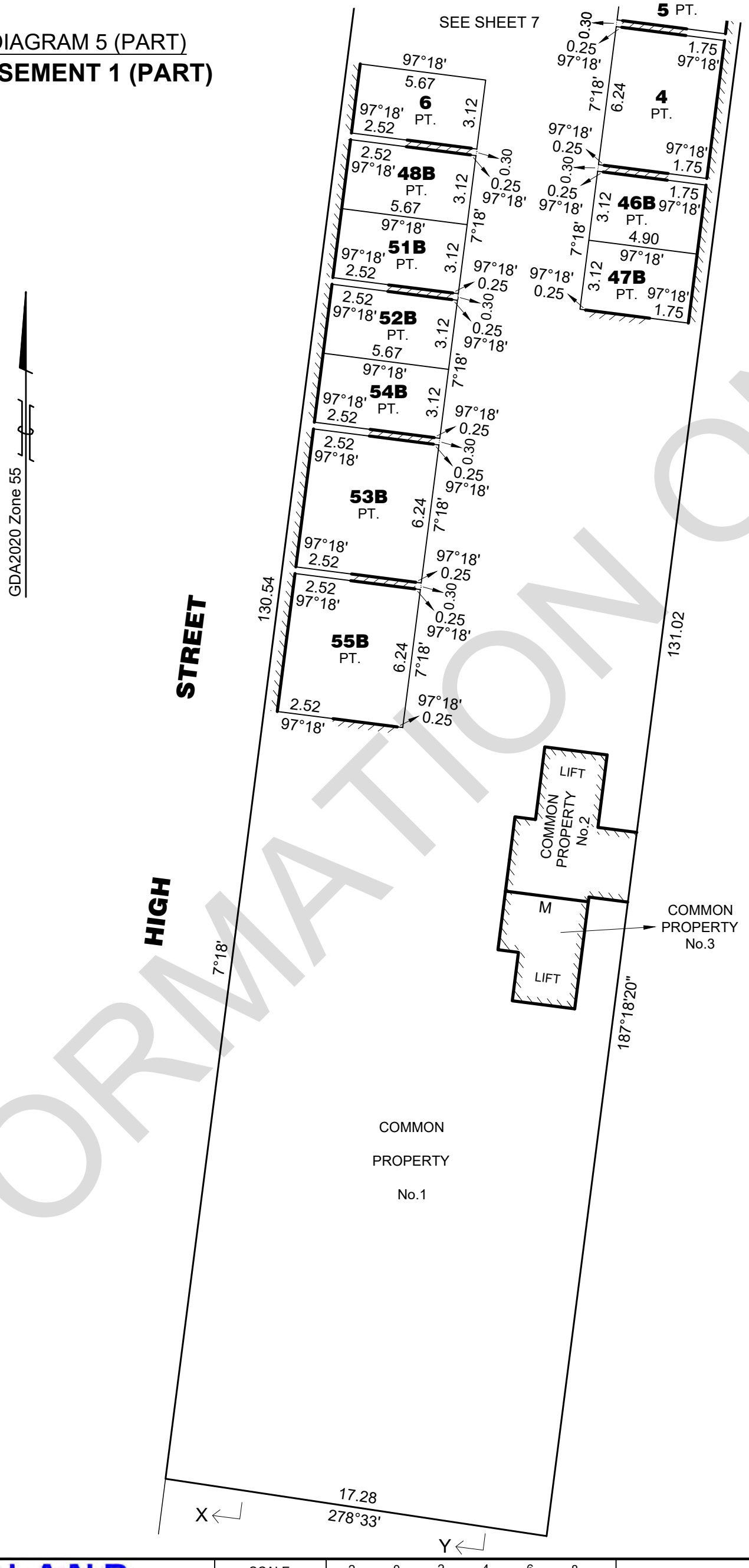
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PLAN OF SUBDIVISION

PS843109A/S1

DIAGRAM 5 (PART)

BASEMENT 1 (PART)



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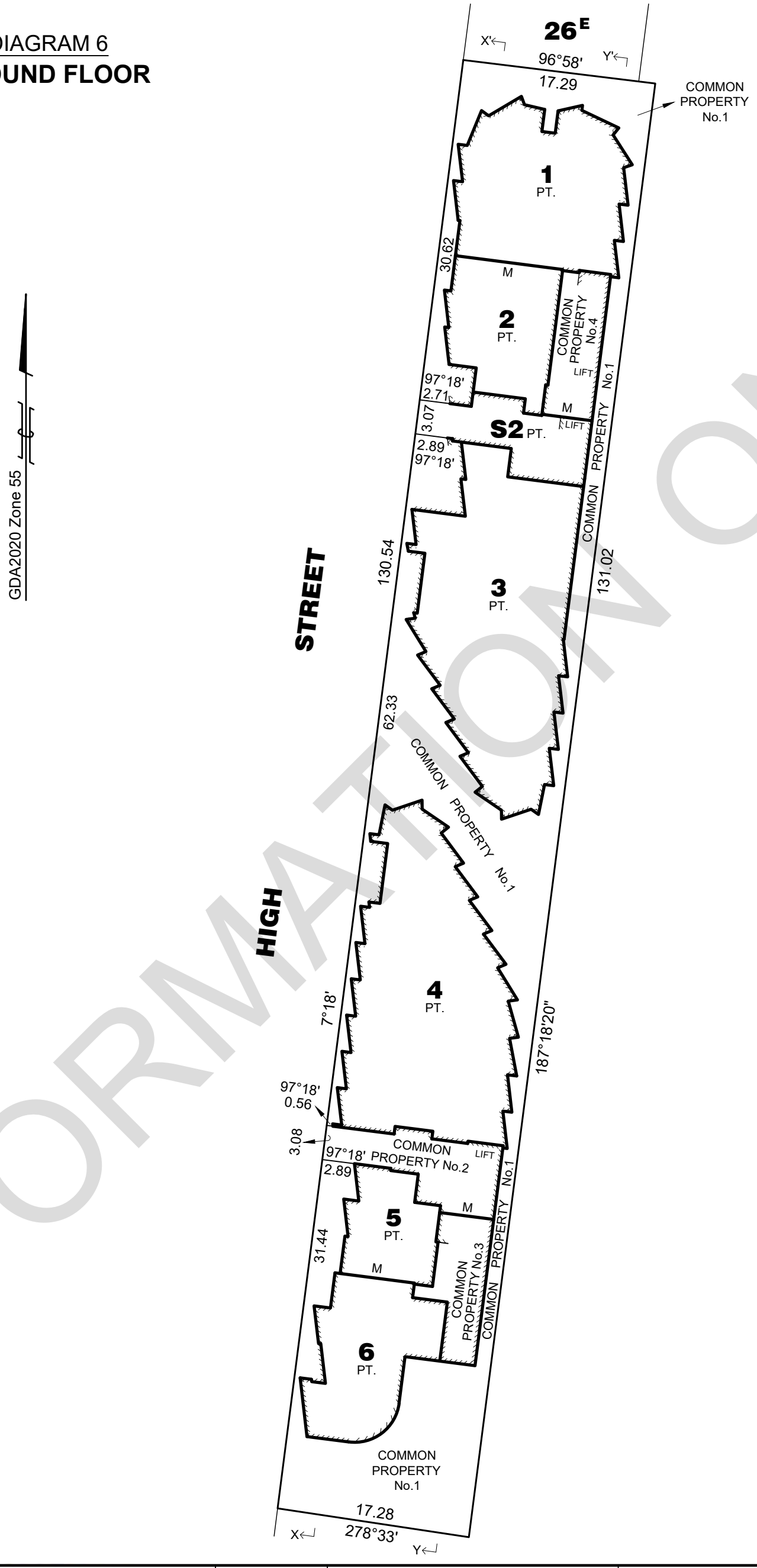
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PLAN OF SUBDIVISION

PS843109A/S1

DIAGRAM 6

GROUND FLOOR



INFORMATION ONLY

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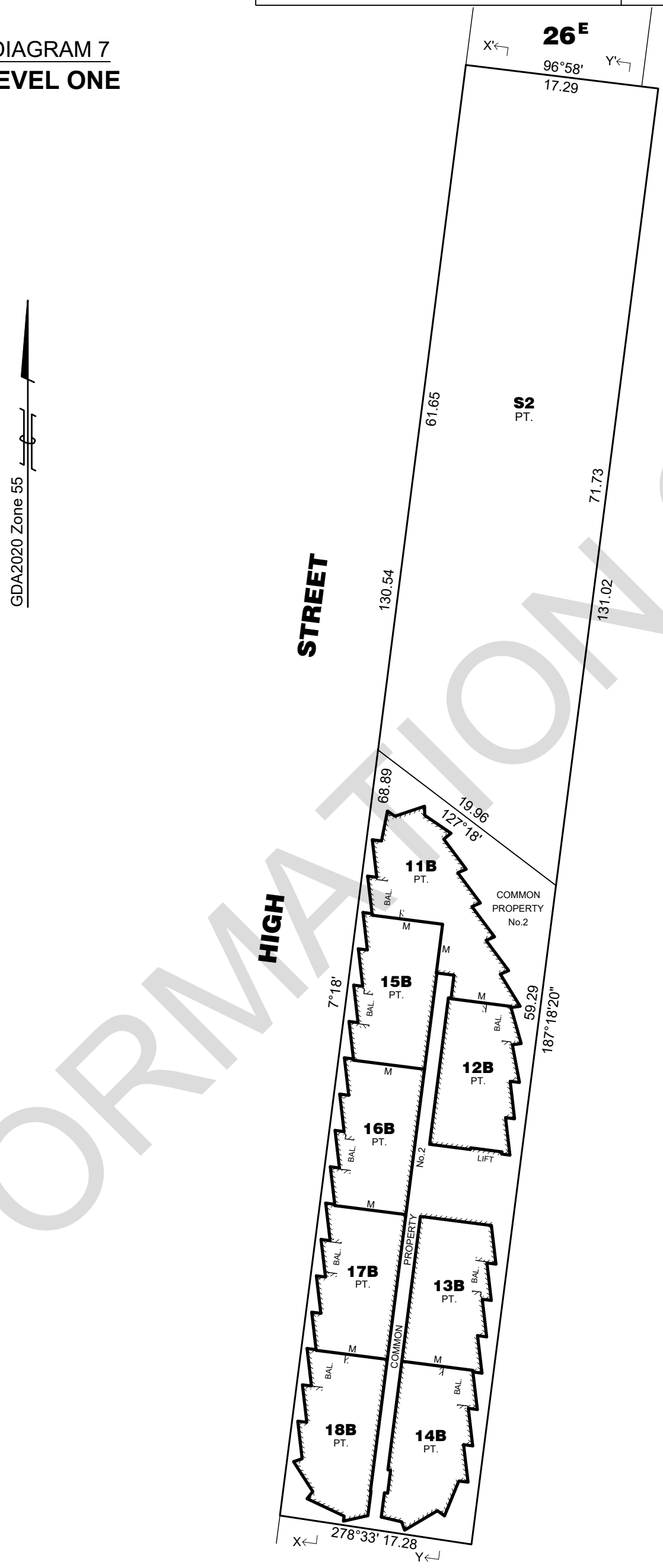
PLAN OF SUBDIVISION

PS843109A/S1

DIAGRAM 7

LEVEL ONE

GDA2020 Zone 55



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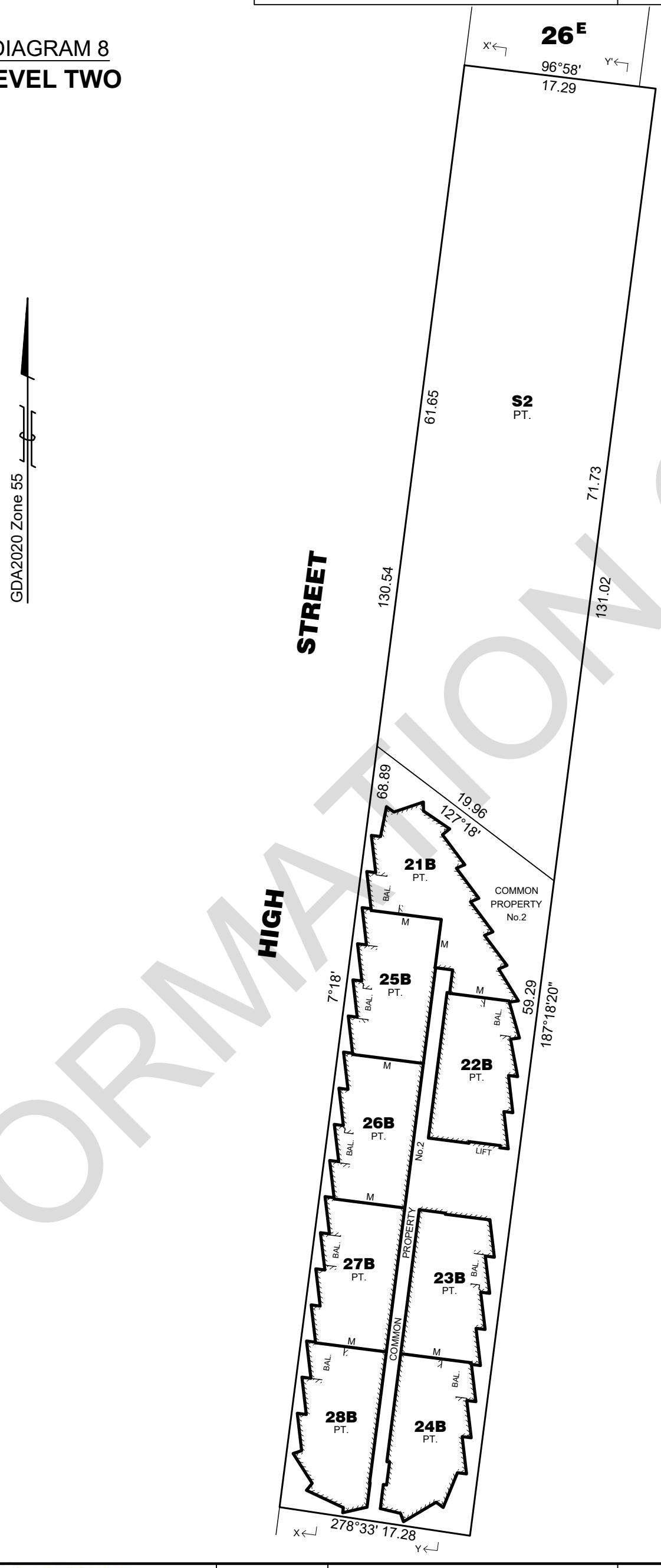
PLAN OF SUBDIVISION

PS843109A/S1

DIAGRAM 8

LEVEL TWO

GDA2020 Zone 55



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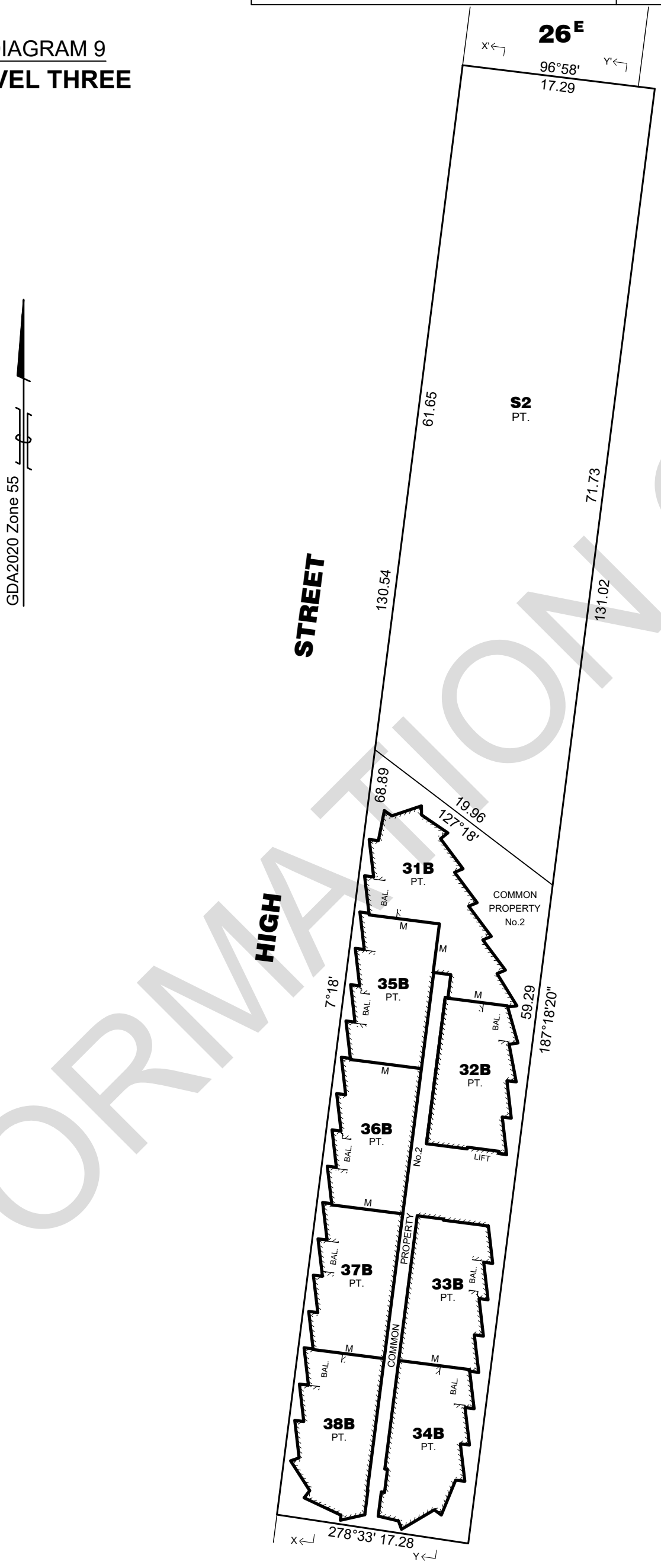
PLAN OF SUBDIVISION

PS843109A/S1

DIAGRAM 9

LEVEL THREE

GDA2020 Zone 55



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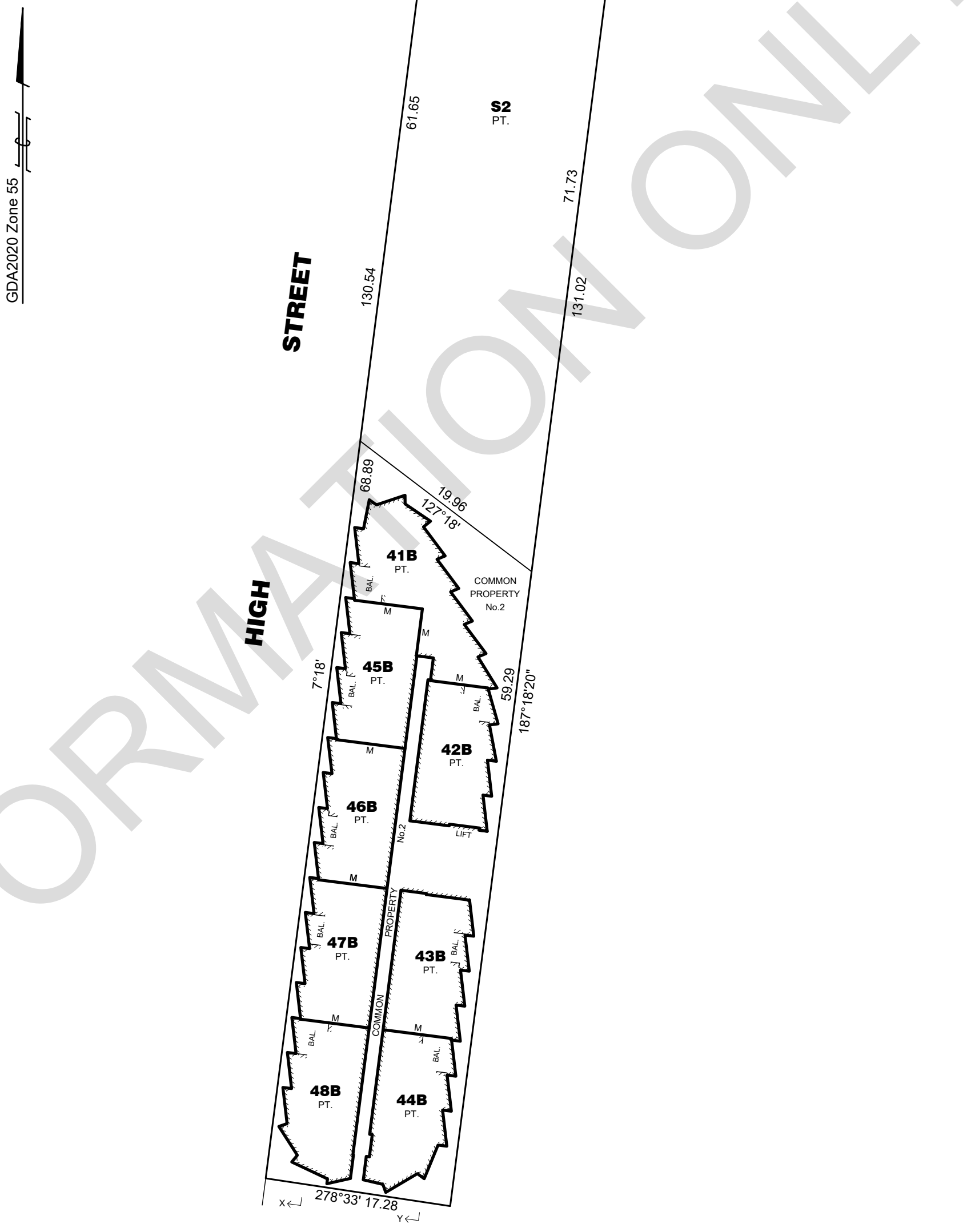
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PLAN OF SUBDIVISION

PS843109A/S1

DIAGRAM 10

LEVEL FOUR



INFORMATION ONLY

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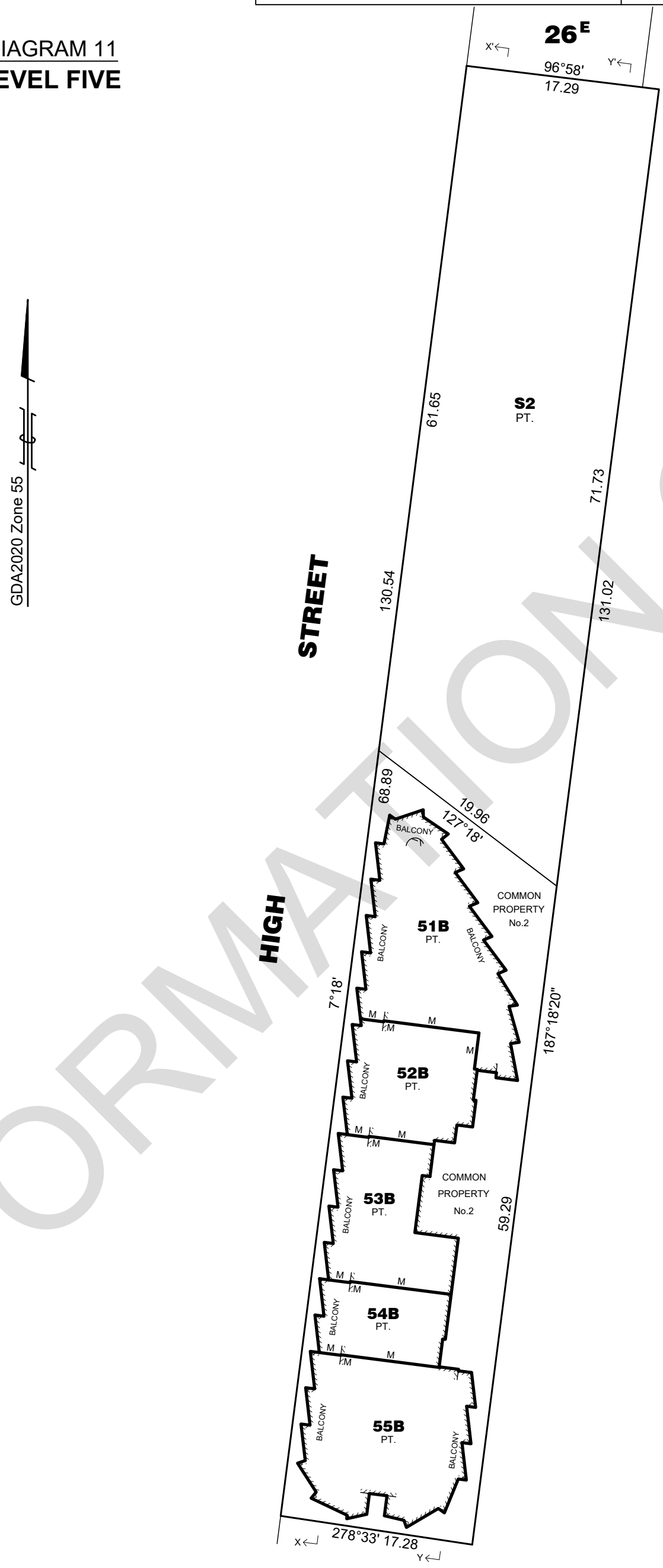
PLAN OF SUBDIVISION

PS843109A/S1

DIAGRAM 11

LEVEL FIVE

GDA2020 Zone 55



INFORMATION ONLY

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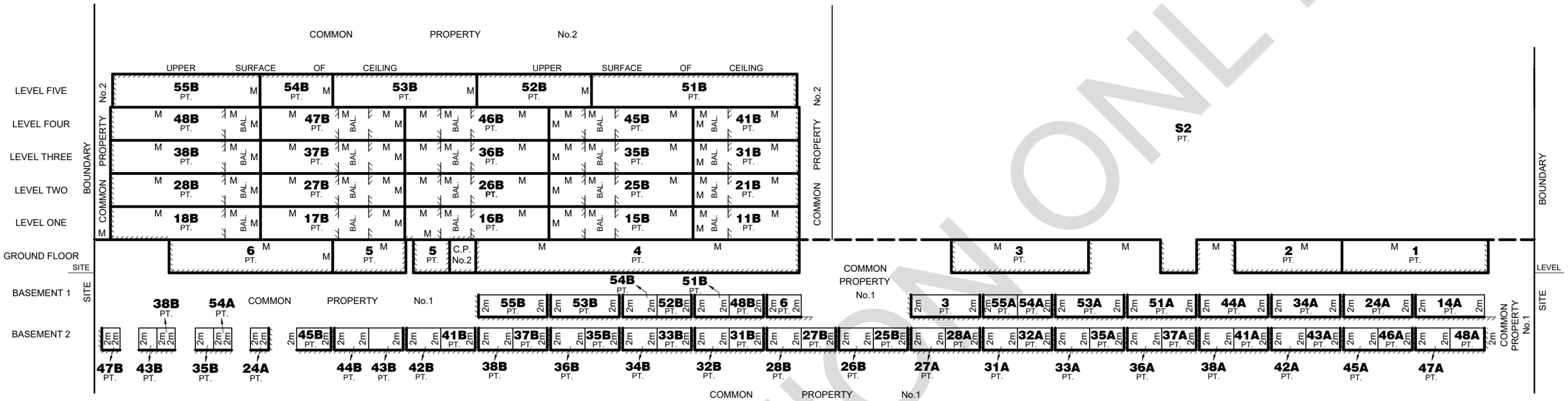
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PLAN OF SUBDIVISION

PS843109A/S1

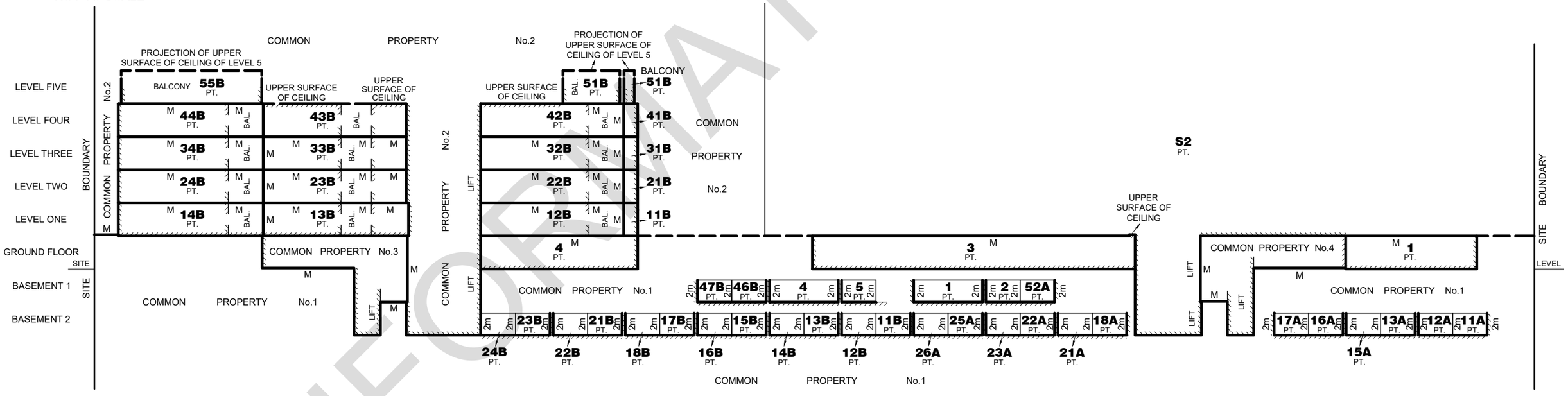
CROSS SECTION X-X'

NOT TO SCALE



CROSS SECTION Y-Y'

NOT TO SCALE



INFORMATION ONLY

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SCALE		ORIGINAL SHEET SIZE: A3	REF: 16921	SHEET 15
N.T.S.	LENGTHS ARE IN METRES			

OWNERS CORPORATION SCHEDULE

PS843109A/S1

Owners Corporation 1 ***Plan no. PS843109A***

Land affected by Owners Corporation : ALL OF THE LOTS IN THE TABLE BELOW, COMMON PROPERTY No.1, COMMON PROPERTY No.2, COMMON PROPERTY No.3, COMMON PROPERTY No.4.

Limitations on Owners Corporation : Unlimited

Notations :

ONLY THE MEMBERS OF OWNERS CORPORATION 2 ARE ENTITLED TO USE COMMON PROPERTY No.2.
ONLY THE MEMBERS OF OWNERS CORPORATION 3 ARE ENTITLED TO USE COMMON PROPERTY No.3.
ONLY THE MEMBERS OF OWNERS CORPORATION 4 ARE ENTITLED TO USE COMMON PROPERTY No.4.

PROVISIONAL PLAN

ALL INFORMATION SHOWN ON THIS PLAN, INCLUDING SUBSEQUENT SHEETS, IS PROVISIONAL AND IS SUBJECT TO CONFIRMATION BY SURVEY, APPROVAL BY STATUTORY AUTHORITIES, CERTIFICATION BY LOCAL GOVERNMENT AND REGISTRATION BY THE OFFICE OF LAND REGISTRY.

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
1	186	186	41B	107	107			
2	117	117	42B	86	86			
3	208	208	43B	89	89			
4	162	162	44B	89	89			
5	84	84	45B	88	88			
6	130	130	46B	88	88			
11B	107	107	47B	88	88			
12B	86	86	48B	91	91			
13B	89	89	51B	176	176			
14B	89	89	52B	110	110			
15B	88	88	53B	116	116			
16B	88	88	54B	72	72			
17B	88	88	55B	176	176			
18B	91	91	S2	3549	1			
21B	107	107						
22B	86	86						
23B	89	89						
24B	89	89						
25B	88	88						
26B	88	88						
27B	88	88						
28B	91	91						
31B	107	107						
32B	86	86						
33B	89	89						
34B	89	89						
35B	88	88						
36B	88	88						
37B	88	88						
38B	91	91						
			Total	7990	4442			

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SURVEYORS FILE REF: **16921**

ORIGINAL SHEET SIZE: A3

INFORMATION ONLY

OWNERS CORPORATION SCHEDULE

PS843109A/S1

Owners Corporation 2 ***Plan no. PS843109A***

Land affected by Owners Corporation : LOTS 11B TO 18B, 21B TO 28B, 31B TO 38B, 41B TO 48B & 51B TO 55B (ALL INCLUSIVE) & COMMON PROPERTY No.2.

Limitations on Owners Corporation : LIMITED TO COMMON PROPERTY

Notations :

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

PROVISIONAL PLAN

ALL INFORMATION SHOWN ON THIS PLAN, INCLUDING SUBSEQUENT SHEETS, IS PROVISIONAL AND IS SUBJECT TO CONFIRMATION BY SURVEY, APPROVAL BY STATUTORY AUTHORITIES, CERTIFICATION BY LOCAL GOVERNMENT AND REGISTRATION BY THE OFFICE OF LAND REGISTRY.

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
11B	107	107	47B	88	88			
12B	86	86	48B	91	91			
13B	89	89	51B	176	176			
14B	89	89	52B	110	110			
15B	88	88	53B	116	116			
16B	88	88	54B	72	72			
17B	88	88	55B	176	176			
18B	91	91						
21B	107	107						
22B	86	86						
23B	89	89						
24B	89	89						
25B	88	88						
26B	88	88						
27B	88	88						
28B	91	91						
31B	107	107						
32B	86	86						
33B	89	89						
34B	89	89						
35B	88	88						
36B	88	88						
37B	88	88						
38B	91	91						
41B	107	107						
42B	86	86						
43B	89	89						
44B	89	89						
45B	88	88						
46B	88	88						
			Total	3554	3554			

INFORMATION ONLY

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SURVEYORS FILE REF: **16921**

ORIGINAL SHEET SIZE: A3

OWNERS CORPORATION SCHEDULE

PS843109A/S1

Owners Corporation 3 ***Plan no. PS843109A***

Land affected by Owners Corporation : LOTS 4, 5 & 6 & COMMON PROPERTY No.3.

Limitations on Owners Corporation : LIMITED TO COMMON PROPERTY

Notations :

MEMBERS OF OWNERS CORPORATION No.3 ARE ALSO AFFECTED BY OWNERS CORPORATION 1.
CERTIFICATE OF TITLE FOR COMMON PROPERTY No.3 IS IN THE NAME OF OWNERS CORPORATION 1.

PROVISIONAL PLAN

ALL INFORMATION SHOWN ON THIS PLAN, INCLUDING SUBSEQUENT SHEETS, IS PROVISIONAL AND IS SUBJECT TO CONFIRMATION BY SURVEY, APPROVAL BY STATUTORY AUTHORITIES, CERTIFICATION BY LOCAL GOVERNMENT AND REGISTRATION BY THE OFFICE OF LAND REGISTRY.

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
4	162	162						
5	84	84						
6	130	130						
Total	376	376						

INFORMATION ONLY

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SURVEYORS FILE REF: **16921**

ORIGINAL SHEET SIZE: A3

OWNERS CORPORATION SCHEDULE

PS843109A/S1

Owners Corporation 4 ***Plan no. PS843109A***

Land affected by Owners Corporation : LOTS 1, 2 & 3 & COMMON PROPERTY No.4.

Limitations on Owners Corporation : LIMITED TO COMMON PROPERTY

Notations :

MEMBERS OF OWNERS CORPORATION No.4 ARE ALSO AFFECTED BY OWNERS CORPORATION 1.
CERTIFICATE OF TITLE FOR COMMON PROPERTY No.4 IS IN THE NAME OF OWNERS CORPORATION 1.

PROVISIONAL PLAN

ALL INFORMATION SHOWN ON THIS PLAN, INCLUDING SUBSEQUENT SHEETS, IS PROVISIONAL AND IS SUBJECT TO CONFIRMATION BY SURVEY, APPROVAL BY STATUTORY AUTHORITIES, CERTIFICATION BY LOCAL GOVERNMENT AND REGISTRATION BY THE OFFICE OF LAND REGISTRY.

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
1	186	186						
2	117	117						
3	208	208						
Total	511	511						

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SURVEYORS FILE REF: **16921**

ORIGINAL SHEET SIZE: A3

INFORMATION ONLY

PLAN OF SUBDIVISION

EDITION 1

PS843109A/S2

LOCATION OF LAND

PARISH: KEELBUNDORA

CROWN ALLOTMENT: 26D

TITLE REFERENCE: VOL. FOL.

LAST PLAN REFERENCE: LOT S2 ON PS843109A

POSTAL ADDRESS: 240-258 HIGH STREET,
(at time of subdivision) **THOMASTOWN, 3074**

MGA CO-ORDINATES: (of approx centre of land in plan) **E: 324 895** **N: 5 827 955** ZONE: **55** GDA 94

COUNCIL NAME: WHITTLESEA CITY COUNCIL

PROVISIONAL PLAN

ALL INFORMATION SHOWN ON THIS PLAN, INCLUDING SUBSEQUENT SHEETS, IS PROVISIONAL AND IS SUBJECT TO CONFIRMATION BY SURVEY, APPROVAL BY STATUTORY AUTHORITIES, CERTIFICATION BY LOCAL GOVERNMENT AND REGISTRATION BY THE OFFICE OF LAND REGISTRY.

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON

NOTATIONS

DEPTH LIMITATION: Does not apply

SURVEY:
This plan is based on survey.

STAGING:
This is a staged subdivision.
Planning Permit No. N/A

This survey has been connected to permanent marks No(s).
In Proclaimed Survey Area No. N/A

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS

FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES

NOTATIONS

COMMON PROPERTY No.1 IS ALL THE LAND ON THE PLAN EXCEPT THE LAND IN LOTS, COMMON PROPERTY No.2, COMMON PROPERTY No.3, COMMON PROPERTY No.4 & COMMON PROPERTY No.5.

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.

LOCATION OF BOUNDARIES:
MEDIAN : BOUNDARIES MARKED M
FACE OF WALLS, FACE OF UNFINISHED CONCRETE FLOORS, STORAGE CAGES, PRIVACY SCREENS, BALUSTRADES & UPPER SURFACE OF CEILINGS : ALL OTHER BOUNDARIES.

HATCHING WITHIN A PARCEL INDICATES THAT THE STRUCTURE OF THE RELEVANT WALL, FLOOR FLOOR OR CEILING IS CONTAINED IN THAT PARCEL.

THE PARTS OF LOTS IN DIAGRAMS 2 & 3 ON SHEETS 3, 4 & 5 HEREIN ARE LIMITED IN HEIGHT TO 2m ABOVE THEIR LOWER BOUNDARY.

ALL INTERNAL SERVICE & EXHAUST DUCTS & PIPE SHAFTS WITHIN THE BUILDING AFFECTED BY OWNERS CORPORATION No.2 ARE PART OF COMMON PROPERTY No.2. THE POSITION OF THESE DUCTS & SHAFTS HAS BEEN OMITTED FROM THE DIAGRAMS CONTAINED HEREIN.

ALL INTERNAL SERVICE & EXHAUST DUCTS & PIPE SHAFTS WITHIN THE BUILDING AFFECTED BY OWNERS CORPORATION No.3 ARE PART OF COMMON PROPERTY No.3. THE POSITION OF THESE DUCTS & SHAFTS HAS BEEN OMITTED FROM THE DIAGRAMS CONTAINED HEREIN.

ALL INTERNAL SERVICE & EXHAUST DUCTS & PIPE SHAFTS WITHIN THE BUILDING AFFECTED BY OWNERS CORPORATION No.4 ARE PART OF COMMON PROPERTY No.4. THE POSITION OF THESE DUCTS & SHAFTS HAS BEEN OMITTED FROM THE DIAGRAMS CONTAINED HEREIN.

ALL INTERNAL SERVICE & EXHAUST DUCTS & PIPE SHAFTS WITHIN THE BUILDING AFFECTED BY OWNERS CORPORATION No.5 ARE PART OF COMMON PROPERTY No.5. THE POSITION OF THESE DUCTS & SHAFTS HAS BEEN OMITTED FROM THE DIAGRAMS CONTAINED HEREIN.

ALL INTERNAL SERVICE & EXHAUST DUCTS & PIPE SHAFTS WITHIN THE BUILDING THAT ARE NOT PART OF COMMON PROPERTY No.2, COMMON PROPERTY No.3, COMMON PROPERTY No.4, OR COMMON PROPERTY No.5 ARE PART OF COMMON PROPERTY No.1. THE POSITION OF THESE DUCTS & SHAFTS HAS BEEN OMITTED FROM THE DIAGRAMS CONTAINED HEREIN.

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

SECTION 12(2) APPLIES TO ALL THE LAND IN THIS PLAN.

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	SEWERAGE	2.44	CROWN GRANT Vol.10721 Fol.808	AUTHORITY OR AUTHORITIES AS SPECIFIED IN CROWN GRANT
E-1	SEWERAGE	2.44	THIS PLAN	YARRA VALLEY WATER CORPORATION

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SURVEYORS FILE REF: **16921** VERSION 4 28/08/2020 ORIGINAL SHEET SIZE: A3 SHEET 1 OF 11 SHEETS

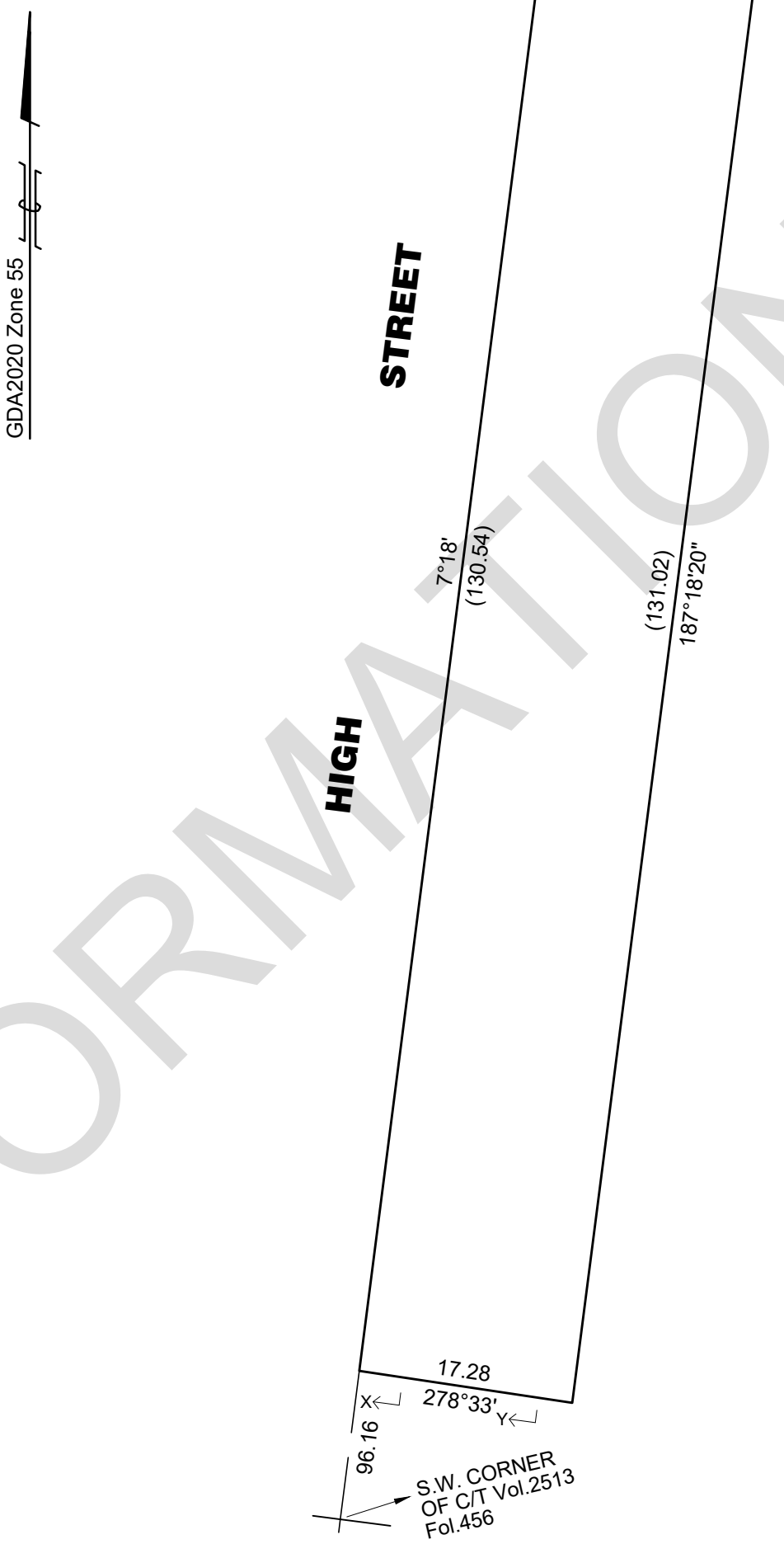
INFORMATION ONLY

PLAN OF SUBDIVISION

PS843109A/S2

DIAGRAM 1

SITE PLAN



INFORMATION ONLY

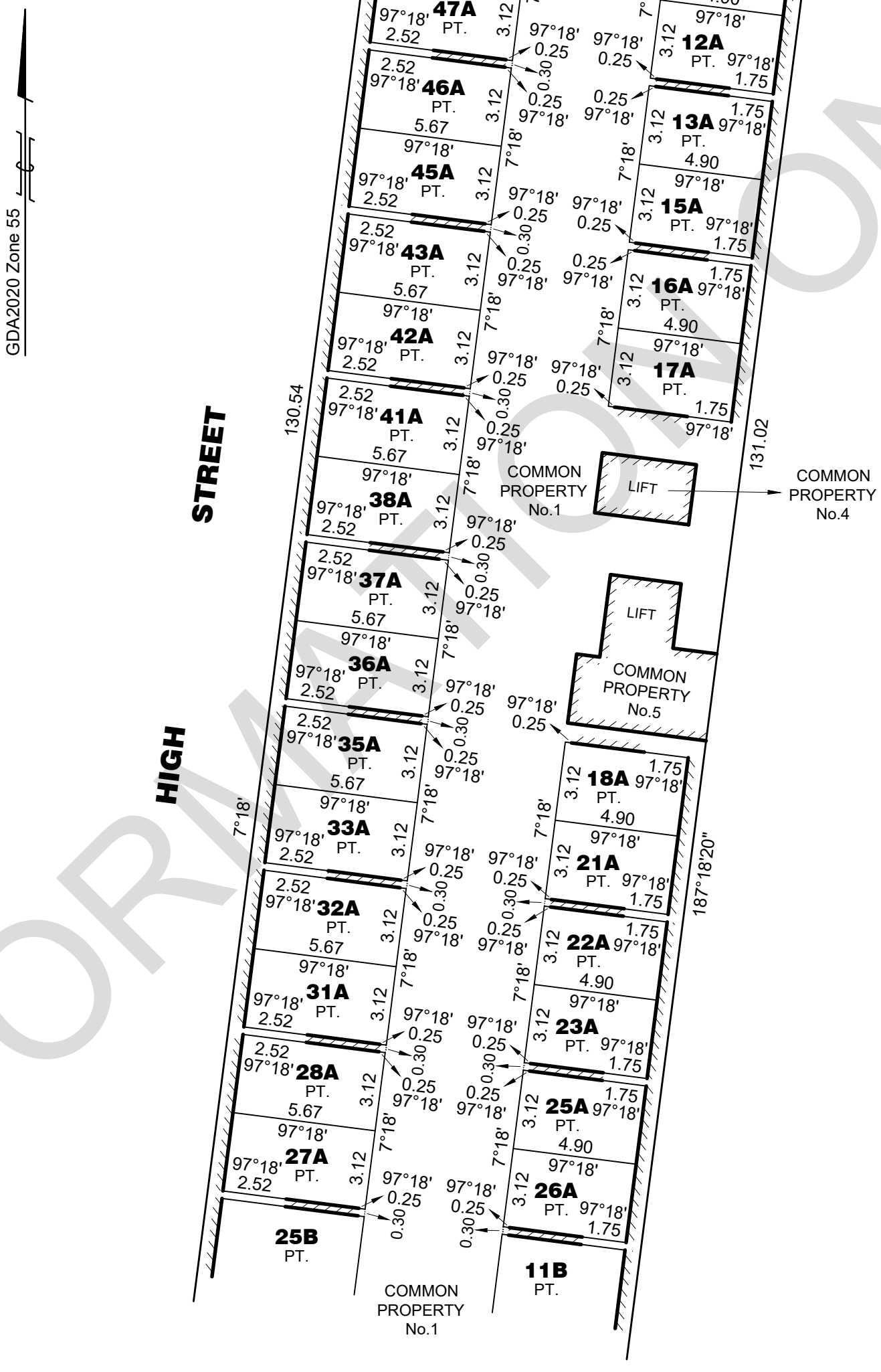
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SCALE		ORIGINAL SHEET	REF:	SHEET
1:500	5 0 5 10 15 20 LENGTHS ARE IN METRES	SIZE: A3	**16921**	2

PLAN OF SUBDIVISION | PS843109A/S2

DIAGRAM 2 (PART)

BASEMENT 2 (PART)



SEE SHEET 4

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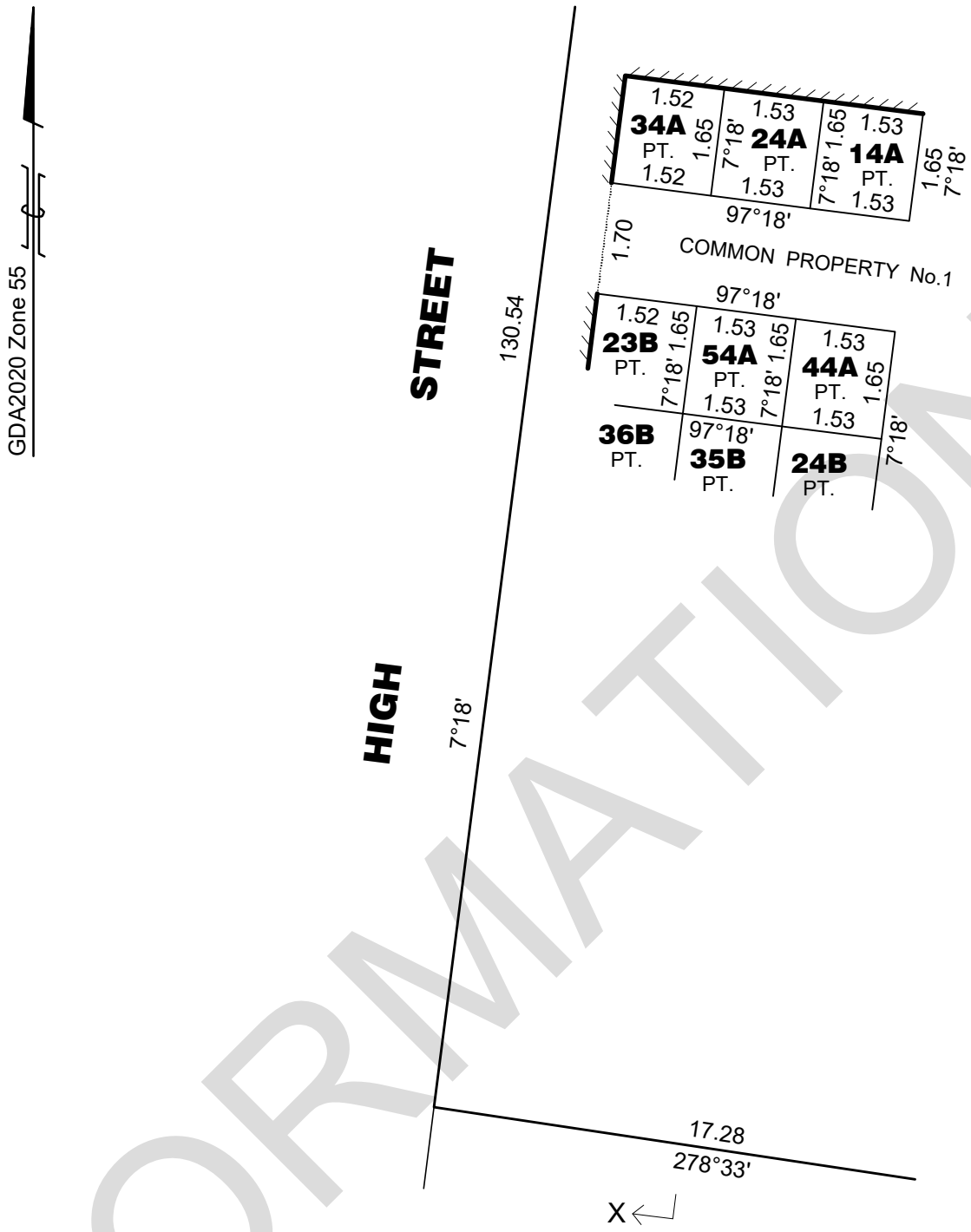
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1:200	2 0 2 4 6 8 LENGTHS ARE IN METRES			

PLAN OF SUBDIVISION | PS843109A/S2

DIAGRAM 2 (PART)

BASEMENT 2 (PART)

SEE SHEET 3



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SCALE		ORIGINAL SHEET	REF:	SHEET
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DIAGRAM 3
BASEMENT 1

PLAN OF SUBDIVISION

PS843109A/S2

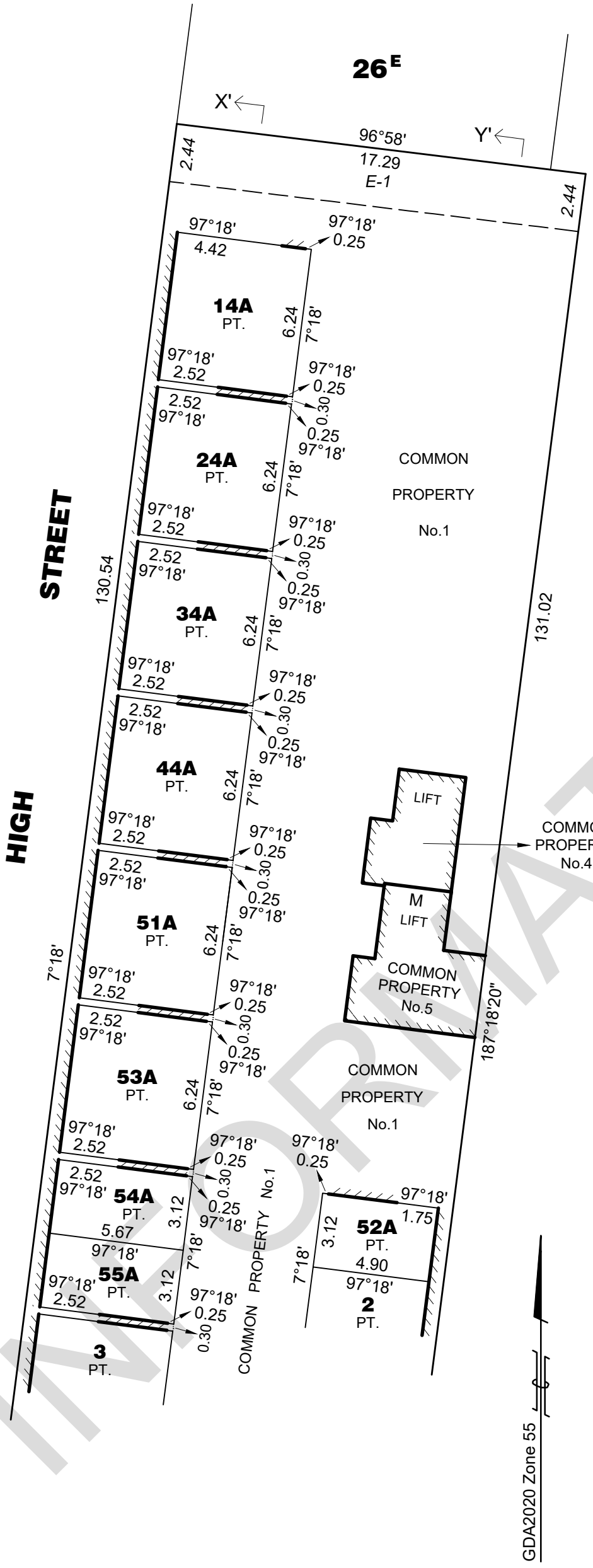
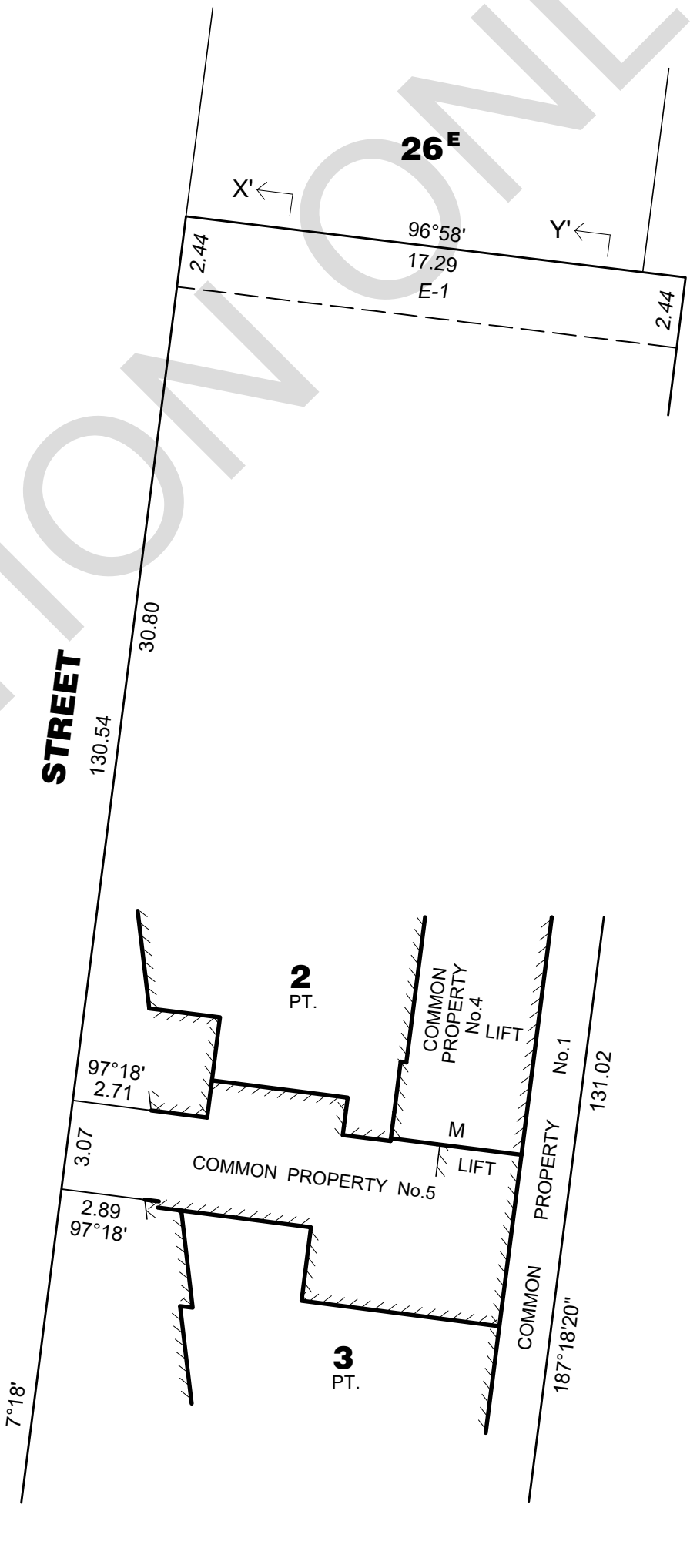


DIAGRAM 4
GROUND FLOOR



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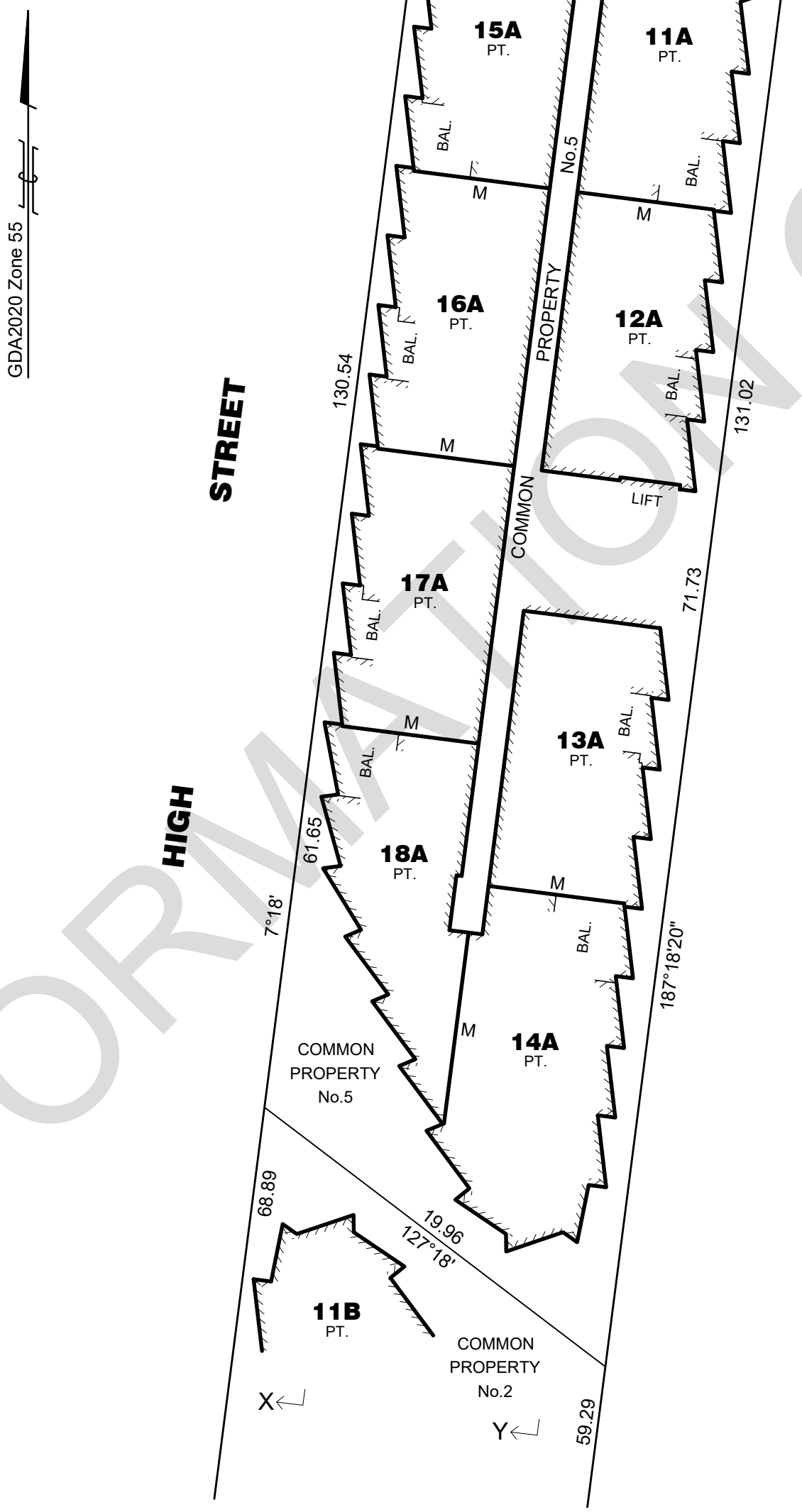
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PLAN OF SUBDIVISION

PS843109A/S2

DIAGRAM 5

LEVEL ONE



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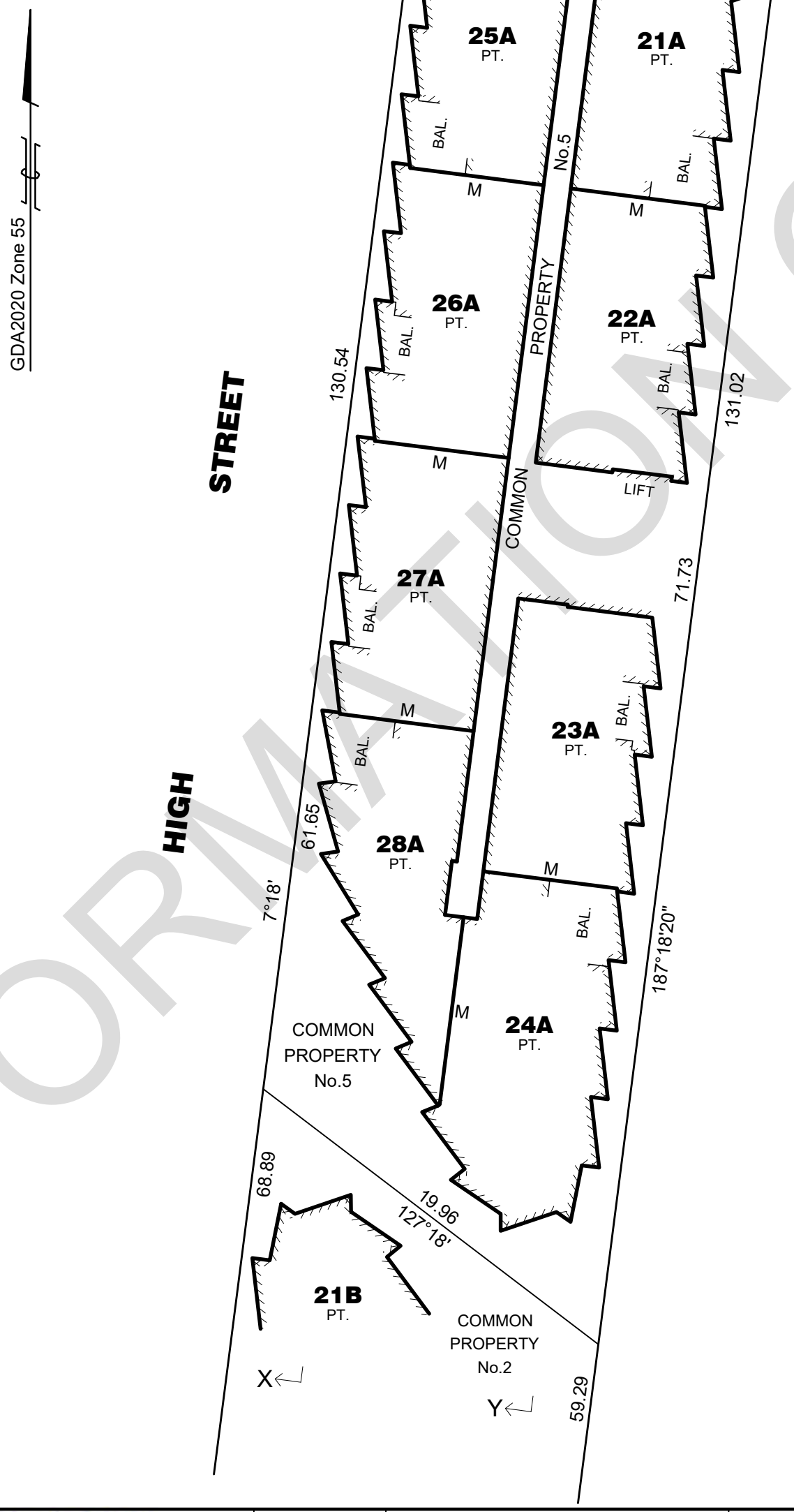
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PLAN OF SUBDIVISION

PS843109A/S2

DIAGRAM 6

LEVEL TWO



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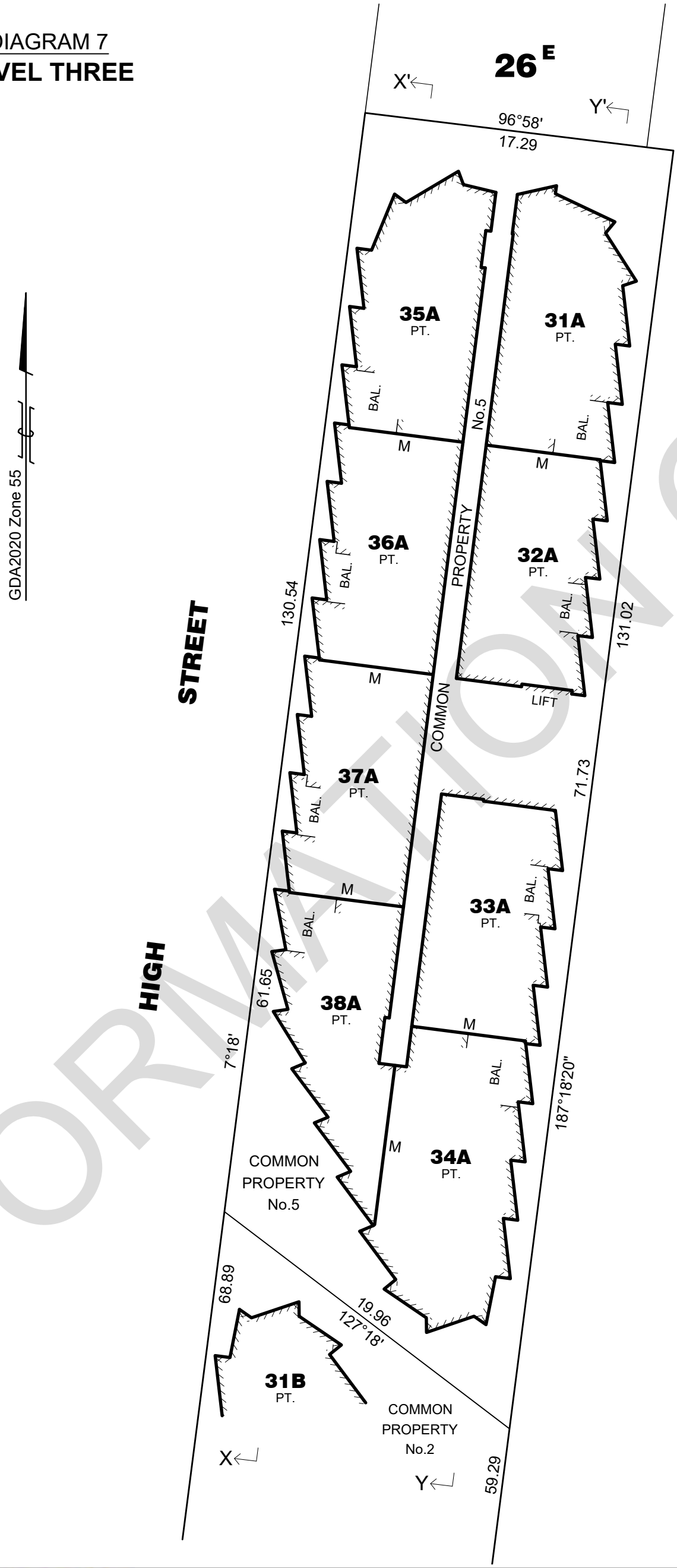
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1:250	2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	SIZE: A3	**16921**	7

PLAN OF SUBDIVISION

PS843109A/S2

DIAGRAM 7

LEVEL THREE



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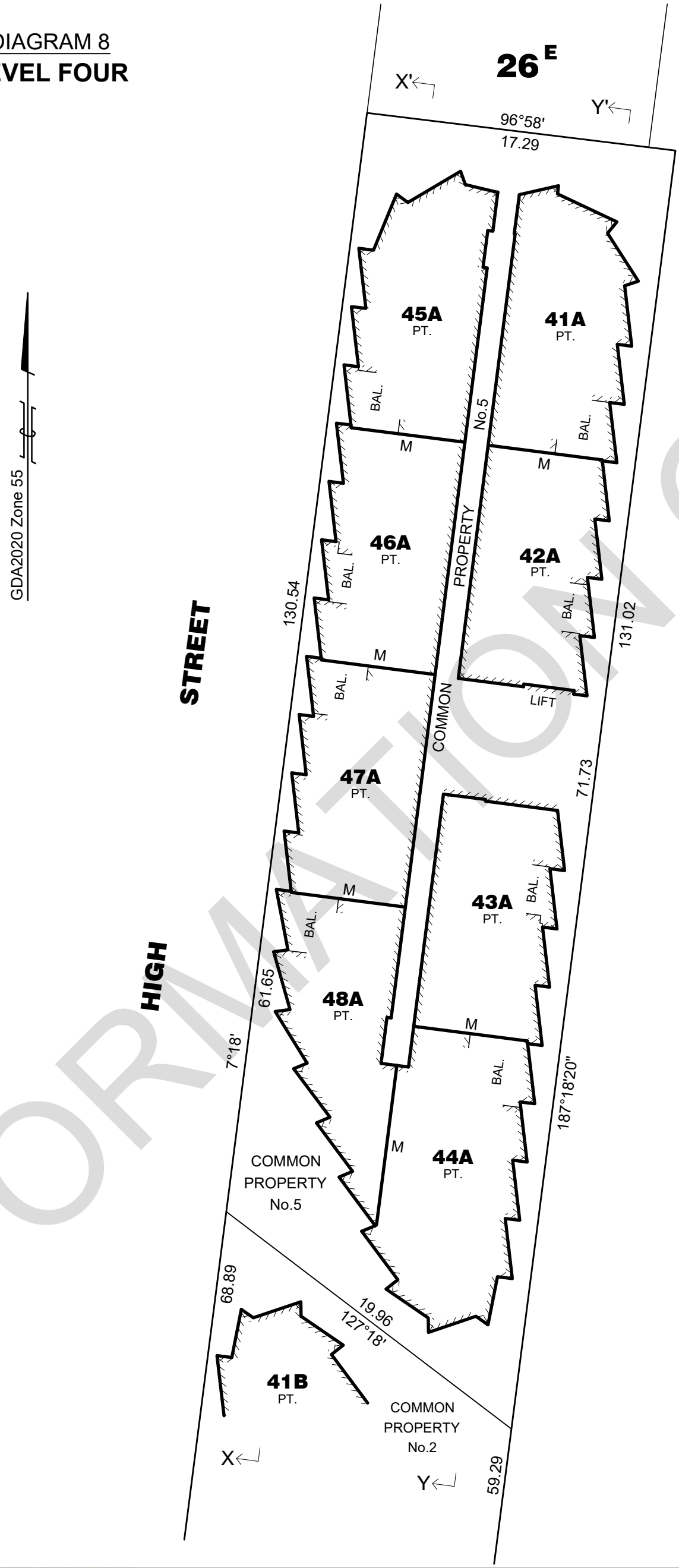
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1:250	2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	SIZE: A3	**16921**	8

PLAN OF SUBDIVISION

PS843109A/S2

DIAGRAM 8

LEVEL FOUR



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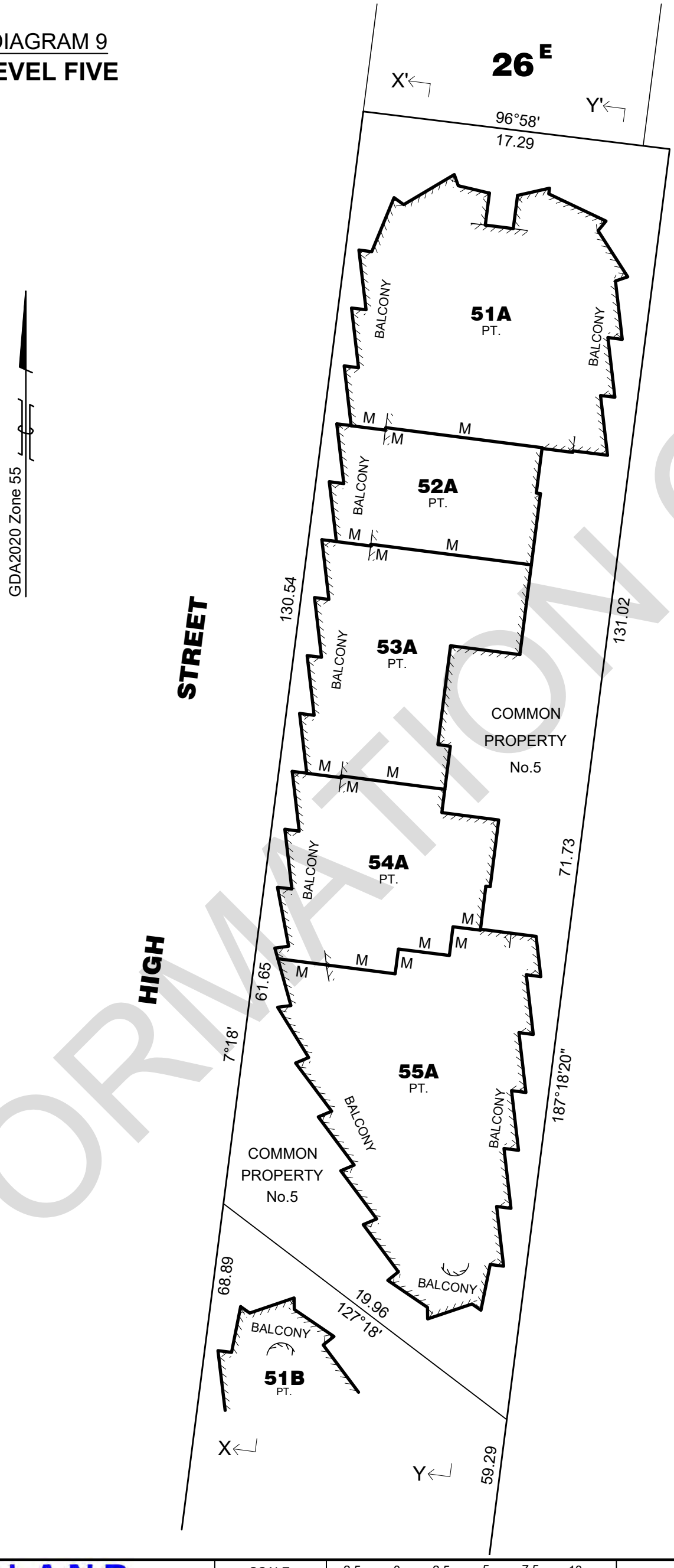
SCALE		ORIGINAL SHEET	REF:	SHEET
1:250	2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	SIZE: A3	**16921**	9

PLAN OF SUBDIVISION

PS843109A/S2

DIAGRAM 9

LEVEL FIVE



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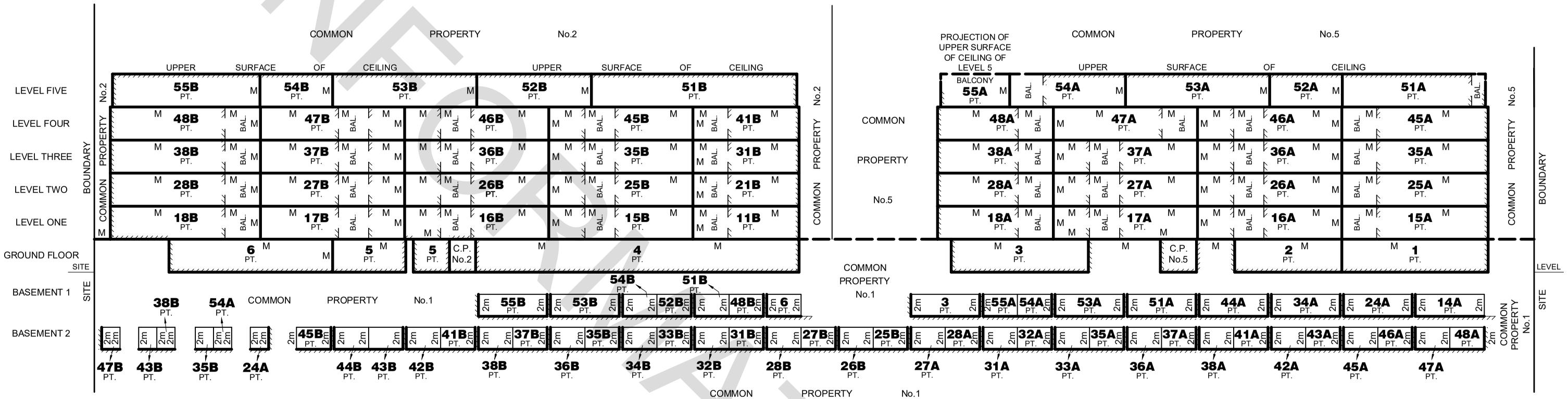
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PLAN OF SUBDIVISION

PS843109A/S2

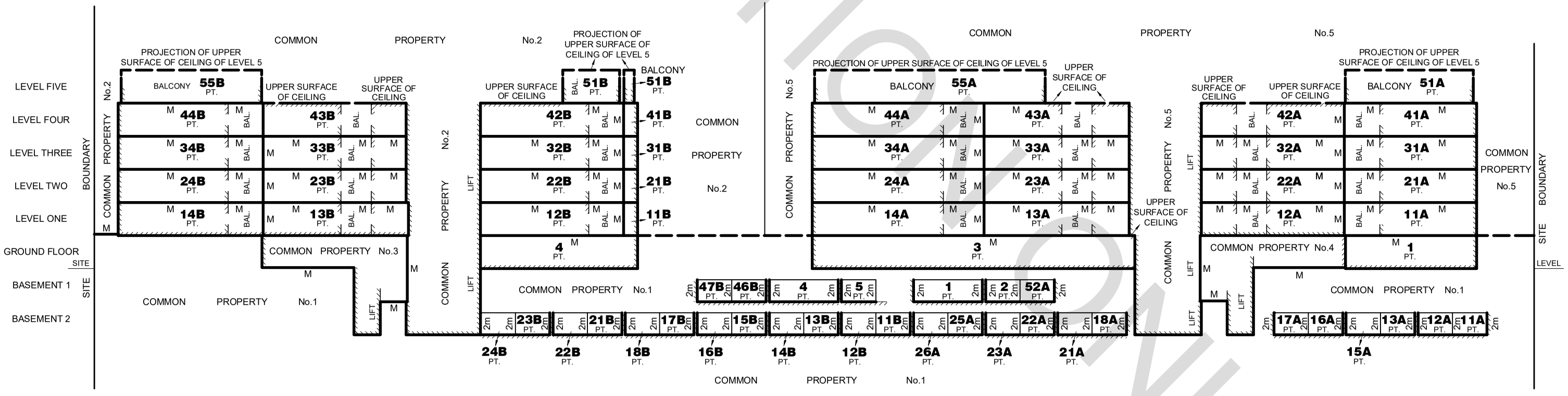
CROSS SECTION X-X'

NOT TO SCALE



CROSS SECTION Y-Y'

NOT TO SCALE



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SCALE		ORIGINAL SHEET SIZE: A3	REF: 16921	SHEET 11
N.T.S.	LENGTHS ARE IN METRES			

OWNERS CORPORATION SCHEDULE

PS843109A/S2

Owners Corporation 1 ***Plan no. PS843109A***

Land affected by Owners Corporation : ALL OF THE LOTS IN THE TABLE BELOW, COMMON PROPERTY No.1, COMMON PROPERTY No.2, COMMON PROPERTY No.3, COMMON PROPERTY No.4 & COMMON PROPERTY No.5.

Limitations on Owners Corporation : Unlimited

Notations :

ONLY THE MEMBERS OF OWNERS CORPORATION 2 ARE ENTITLED TO USE COMMON PROPERTY No.2.
ONLY THE MEMBERS OF OWNERS CORPORATION 3 ARE ENTITLED TO USE COMMON PROPERTY No.3.
ONLY THE MEMBERS OF OWNERS CORPORATION 4 ARE ENTITLED TO USE COMMON PROPERTY No.4.
ONLY THE MEMBERS OF OWNERS CORPORATION 5 ARE ENTITLED TO USE COMMON PROPERTY No.5.

PROVISIONAL PLAN

ALL INFORMATION SHOWN ON THIS PLAN, INCLUDING SUBSEQUENT SHEETS, IS PROVISIONAL AND IS SUBJECT TO CONFIRMATION BY SURVEY, APPROVAL BY STATUTORY AUTHORITIES, CERTIFICATION BY LOCAL GOVERNMENT AND REGISTRATION BY THE OFFICE OF LAND REGISTRY.

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
1	186	186	41A	91	91	32B	86	86
2	117	117	42A	89	89	33B	89	89
3	208	208	43A	89	89	34B	89	89
4	162	162	44A	110	110	35B	88	88
5	84	84	45A	89	89	36B	88	88
6	130	130	46A	88	88	37B	88	88
11A	91	91	47A	88	88	38B	91	91
12A	89	89	48A	81	81	41B	107	107
13A	89	89	51A	176	176	42B	86	86
14A	110	110	52A	72	72	43B	89	89
15A	89	89	53A	116	116	44B	89	89
16A	88	88	54A	102	102	45B	88	88
17A	88	88	55A	183	183	46B	88	88
18A	81	81	11B	107	107	47B	88	88
21A	91	91	12B	86	86	48B	91	91
22A	89	89	13B	89	89	51B	176	176
23A	89	89	14B	89	89	52B	110	110
24A	110	110	15B	88	88	53B	116	116
25A	89	89	16B	88	88	54B	72	72
26A	88	88	17B	88	88	55B	176	176
27A	88	88	18B	91	91			
28A	81	81	21B	107	107			
31A	91	91	22B	86	86			
32A	89	89	23B	89	89			
33A	89	89	24B	89	89			
34A	110	110	25B	88	88			
35A	89	89	26B	88	88			
36A	88	88	27B	88	88			
37A	88	88	28B	91	91			
38A	81	81	31B	107	107			
						Total	7990	7990

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SURVEYORS FILE REF: **16921**

ORIGINAL SHEET SIZE: A3

INFORMATION ONLY

OWNERS CORPORATION SCHEDULE

PS843109A/S2

Owners Corporation 5 ***Plan no. PS843109A***

Land affected by Owners Corporation : LOTS 11A TO 18A, 21A TO 28A, 31A TO 38A, 41A TO 48A & 51A TO 55A (ALL INCLUSIVE) & COMMON PROPERTY No.5.

Limitations on Owners Corporation : LIMITED TO COMMON PROPERTY

Notations :

MEMBERS OF OWNERS CORPORATION No.5 ARE ALSO AFFECTED BY OWNERS CORPORATION 1.
CERTIFICATE OF TITLE FOR COMMON PROPERTY No.5 IS IN THE NAME OF OWNERS CORPORATION 1.

PROVISIONAL PLAN

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Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
11A	91	91	47A	88	88			
12A	89	89	48A	81	81			
13A	89	89	51A	176	176			
14A	110	110	52A	72	72			
15A	89	89	53A	116	116			
16A	88	88	54A	102	102			
17A	88	88	55A	183	183			
18A	81	81						
21A	91	91						
22A	89	89						
23A	89	89						
24A	110	110						
25A	89	89						
26A	88	88						
27A	88	88						
28A	81	81						
31A	91	91						
32A	89	89						
33A	89	89						
34A	110	110						
35A	89	89						
36A	88	88						
37A	88	88						
38A	81	81						
41A	91	91						
42A	89	89						
43A	89	89						
44A	110	110						
45A	89	89						
46A	88	88						
			Total	3549	3549			

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SURVEYORS FILE REF: **16921**

ORIGINAL SHEET SIZE: A3

INFORMATION ONLY

Disclaimer

The Purchaser acknowledges that:

(a) the plans, specifications and materials for the Property and the Development included in this Contract or which have been provided to the Purchaser (**Documents**) have been produced prior to detailed design and construction work;

(b) the areas, dimensions, layout, features and views of the Property and the Development set out in the Documents:

(i) are approximate only;

(ii) may differ from those deduced or scaled from the Plan;

(iii) may be larger or smaller than those deduced or scaled from the Plans;

(iv) may be altered or varied by the Vendor in accordance with this Contract;

(c) the Documents may include or show finishes, fixtures, appliances and/or equipment which are not included in the base price for the Property and are optional extras that can be provided at an additional cost to the Purchaser;

(d) proposed title boundaries may be depicted in the Plan. When the Plan is registered, the actual title boundaries may differ from those shown in the Plan annexed to this Contract;

(e) title boundaries depicted in the Plan (such as by reference to internal faces and median between lots) may differ from those shown in other Documents. The Plan and the other Documents may or may not determine or show areas or dimensions, and cannot be relied upon for determining or showing areas or dimensions;

(f) the photographs and other images for the Property or the Development are for illustrative purposes only and must not be relied upon by the Purchaser including without limitation, all colours, finishes, depictions of landscaping and laneways and other representations or images;

(g) the furniture depicted in the plans, specifications and materials will not be provided by the Vendor;

(h) the Vendor has no control over developments by parties unrelated to the Vendor of property surrounding or nearby the Development and the development of property surrounding or nearby the Development may affect the actual views that will be available from the Development when it is completed; and

(i) it will obtain independent legal advice in relation to the Documents, this Contract and its purchase of the Property.

INFORMATION ONLY

DUE DILIGENCE CHECKLIST

INFORMATION ONLY

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 the Due diligence checklist page on the Consumer Affairs Victoria website (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.

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(04/10/2016)

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.

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