

DATED

201

**WERRIBEE DISTRICT HOSPITAL ESTATE PTY. LTD.
ACN 115 468 409**

to

CONTRACT FOR SALE OF REAL ESTATE

Property: Unit , 10-14 Watergum Court, Werribee 3030

KENNEDY GUY Solicitors
20 Withers Street Sunshine 3020
DX 30301 Sunshine
Tel: 9311 8511
Fax: 9312 4990

Ref: P. Guy/wc 20167538

CONTRACT OF SALE OF REAL ESTATE

Property address Unit , 10-14 Watergum Court, Werribee 3030

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

The terms of this contract are contained in the-

- particulars of sale; and
- special conditions, if any; and
- general conditions in Form 2 of the Estate Agents (Contracts) Regulations 2008; and

and in that order of priority.

SIGNING OF THIS CONTRACT

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

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

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part 11 of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing-

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

on...../...../201

print name(s) of person(s) signing

State nature of authority if applicable

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

SIGNED BY THE VENDOR

on...../...../201

Print name(s) of person(s) signing

State nature of authority if applicable

Director

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY "OFF-THE-PLAN" Off-the-plan sales Section 9AA(1A) *Sale of Land Act 1962*

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

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Email:

Tel:

Fax:

Ref:

VENDOR

WERRIBEE DISTRICT HOSPITAL ESTATE PTY. LTD. ACN 115 468 409

of 108 Watton Street, Werribee 3030

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

KENNEDY GUY

20 WITHERS STREET SUNSHINE 3020

DX: 30301 Sunshine

Email: pguy@kennedyguy.com.au

Tel: 9311.8511

Fax: 9312.4990

Ref: P. Guy/wc 20167538

PURCHASER

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

DX:

Email:

Tel:

Mob:

Fax:

Ref:

LAND (general conditions 3 and 9)

The land is –

| Certificate of Title reference | | | | Being lot | On proposed plan |
|--------------------------------|------------|-------|----------|-----------|------------------|
| Volume | Part 11088 | Folio | Part 213 | | PS807077Q |
| Volume | | Folio | | | |
| Conveyance | | Book | | | |

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is: **Unit** , **10-14 Watergum Court, Werribee 3020**

GOODS SOLD WITH THE LAND (see attached Special Conditions)

Colour Scheme for Fitout : (Select One)

Charcoal **Natural**

Price

Deposit _____ by (of which \$ _____ has been paid)

Balance _____ payable at settlement

GST (general condition 13)

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

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

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

SETTLEMENT (general condition 10)

As the land is a lot on an unregistered plan of subdivision, settlement is due on the later of:

- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision; or
- issue of the Occupancy Permit.

LEASE (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1.

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

(*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

TERMS CONTRACT (general condition 23)

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

LOAN (general condition 14)

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

Lender:

Loan amount

Approval date:

SPECIAL CONDITIONS

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

| |
|-------------------------------|
| Special conditions |
|-------------------------------|

Note: It is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial beside each special condition;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space.

If the contract is subject to '**special conditions**' then particulars of the Special Conditions are:

See Annexed Sheets

GENERAL CONDITIONS

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

TITLE

1. Encumbrances

- 1.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.

- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part 11 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 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 11 of that Act.

- 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.

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

3. Identity of the land

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

- 3.2 The purchaser may not:

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

4. Services

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

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

5. Consents

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

6. Transfer

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

7. Release of security interest

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

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

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

- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
- (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives-
- (a) a release from the secured party releasing the property from the security interest; or
- (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
- (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property-
- (a) that-
- (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
- (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
- (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind;
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if-
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
- (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interest that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor-
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
- (b) any reasonable costs incurred by the vendor as a result of the delay-
- as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (cth) have the same meaning in general condition 7 unless the context requires otherwise.
- 8. Builder warranty insurance**
- The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.
- 9. General law land**
- 9.1 This general condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
- (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.
- MONEY**
- 10. Settlement**
- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
- (b) the vendor must:
- (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
- (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 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.

11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 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 do not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.

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

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

13. GST

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

However the purchaser must pay to the vendor any GST payable by the vendor:

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

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

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

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

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

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

13.8 In this general condition:

- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
- (b) 'GST' includes penalties and interest.

14. Loan

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

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

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

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

15. Adjustments

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

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

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

TRANSACTIONAL

16. Time

16.1 Time is of the essence of this contract.

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

17. Service

17.1 Any document sent by-

- (a) post is taken to have been served on the next business day after posting, unless proved otherwise.
- (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

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

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- (d) by email.

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

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

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

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

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

24. Loss or damage before settlement

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

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

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

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

general condition 24.2 at settlement.

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

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

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

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

27.2 The default notice must:

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

28. Default not remedied

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

28.2 The contract immediately ends if:

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

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

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

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

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

SPECIAL CONDITIONS

1.1 Interpretation and Construction

- (a) In these Conditions unless the context otherwise requires:
- “**Alternative Method**” has the meaning given to it by the State Revenue Office;
 - “**Base Land Value**” means the market value of the land prior to any subdivision or infrastructure works being completed multiplied by the unit entitlement ratio attributed to this Lot;
 - “**Building Works**” means the works required to complete the dwelling on the property;
 - “**Endorsed Plan**” means the Endorsed Plan as amended on 6 October 2016 a copy of which is attached as Schedule 1 hereof;
 - “**General Conditions**” means the annexed General Conditions incorporated into and forming part of this Contract;
 - “**Land**” means the land in Certificate of Title Volume 11088 Folio 213;
 - “**Plan**” means the proposed Plan of Subdivision PS807077Q;
 - “**Planning Permit**” means the planning permit obtained by the Vendor to subdivide the land dated 20 May 2014;
 - “**Plans and Specifications**” means the Plans, Specifications and Car Park Plan in Schedule 1 annexed herein,
 - “**Schedule of Finishes, Fixtures and Fitting**” means the schedule set out in Schedule 2 annexed herein.
 - “**SLA**” means the Sale of Land Act 1962 as amended;
 - “**Subdivision Works**” means the works which are required to be completed as conditions of the planning permit issued in respect to the Plan;
 - “**the Vendor’s Statement**” means a written statement of the Vendor pursuant to Section 32 (1) of the SLA;
- (b) **Headings**
Headings are inserted for convenience and do not affect the interpretation of this Contract.
- (c) **References to statutes**
A reference to a statute, ordinance, code or other law includes any regulation and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them occurring at any time before or after the date of this Contract.
- (d) **Joint and several obligations**
An obligation of two or more parties binds them jointly and each of them severally.
- (e) **Reading down**
A provision of this Contract which is void, unenforceable or illegal must be read down to the extent required to give the provision legal affect.
- (f) **Waiver**
A right of a party under this Contract may only be waived in writing by that party.
- (g) **No merger**
The provisions of this Contract capable of having affect after the settlement do not merge on the transfer of the land and continue to have full affect.

2. Purchaser’s Acknowledgements

The Purchaser acknowledges that:

- (a) prior to signing this Contract, the Purchaser received a signed Vendor's Statement;
- (b) the only information, representations and warranties (if any) by the Vendor, the Vendor's Agent or the Vendor's Solicitors relied upon by the Purchaser are those expressly contained in this Contract;
- (c) this Contract constitutes the entire agreement between the parties for the sale and purchase of the Property and supersedes all previous negotiations and agreement in relation to the

transactions.

3. Planning and other Use or Development Restrictions and Control

3.1 In this Special Condition, "**restrictions**" means any restrictions, conditions and controls as to planning, environment, building control, use and development under any legislation or subordinate legislation and under any order, planning scheme, regulation, by-law or permit, approval, consent or sanction contained in or made or issued pursuant to that legislation or subordinate legislation.

3.2 The property is sold subject to all restrictions.

3.3 No restriction (nor any breach of or non-compliance with it) constitutes a defect in the Vendor's title and the purchaser may not make any requisition or objection nor be entitled to any compensation from the Vendor in respect of it.

4. Default, Interest, Costs

4.1 If the Purchaser defaults in any of the terms and conditions of this Contract, and the Vendor served on the Purchaser any notice pursuant to the provisions of this Contract relating to that default ("**the notice**"), the Purchaser does not cure that default until:

- (a) the remedy by the Purchaser of the relevant default or, if the default is incapable of remedy, full and proper compensation is to be paid to the Vendor in satisfaction of all loss and damage suffered by the Vendor; and
- (b) the Purchaser pays all expenses incurred by the Vendor as a result of the default including, without limitation:
 - (i) legal costs on a solicitor client basis and disbursements incurred in drawing and giving the notice;
 - (ii) all costs, charges, expenses and damages which are incurred or suffered by the Vendor arising from any default in payment of the money overdue or from any other breach or failure by the Purchaser to observe any of the terms and conditions of this Contract; and
 - (iii) all additional costs incurred by the Vendor including, without limitation, interest, discount on bills and borrowing expenses in relation to this Property or any other property now or later purchased by the Vendor in anticipation of or reliance upon this Contract; and
- (c) the Purchaser pays interest calculated in accordance with Special Condition 4.2

4.2 If the Purchaser defaults in payment of any money under this Contract ("**the money overdue**") the Purchaser must pay to the Vendor interest upon the money overdue during the period of default at a rate six per cent higher than that fixed under section 2 of the Penalty Interest Rates Act 1983, without prejudice to any other rights of the Vendor.

5. Plan of Subdivision, Registration and Works

5.1 Registration of the Plan

This Contract is subject to and conditional upon registration of the Plan. A copy of the Plan is annexed to the Vendor's Statement

5.2 Right of Rescission

- (a) If the Plan is not registered by the Registrar of Titles within 24 months of the date of this Contract, either the Vendor or the Purchaser, by written notice to the other prior to the Plan being so registered, may rescind this Contract. In that event, all moneys paid under this Contract, subject to Special Condition 5.2(b), must be refunded immediately to the Purchaser.
- (b) If:
 - (i) the Contract is rescinded under Special Condition 5.2(a); and
 - (ii) the Purchaser has been in actual occupation of the Property, the Purchaser must pay to the Vendor an Occupation Rent for the period of that occupation of the Property and the Vendor may deduct the Occupation Rent from the money payable under Special Condition 5.2(a)

5.3 **The Vendor's Obligations**

The Vendor must:

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

5.4 **Alterations to Plan**

- (a) Subject to:
 - (i) the Vendor providing the notice required by section 9AC(1) of the SLA; and
 - (ii) the Purchaser's right of rescission under section 9AC(2) of the SLA, the Vendor may make any variation or alteration the Plan.
- (b) The Purchaser may not make any requisition, objection or claim against the Vendor in respect of any variation or alteration the Plan.
- (c) Section 10(1) of the SLA does not apply to this Contract in respect of the final location of any easement shown on the plan.

5.5 **Purchaser's Caveat**

- (a) Until the Plan has been registered with the Registrar of Titles no Caveat may be lodged on the Purchaser's behalf in respect of the Purchaser's interest in the Land.
- (b) The Purchaser indemnifies and must keep indemnified the Vendor against any loss or damage which the Vendor may incur or suffer as a consequence of any breach by the Purchaser of this provision.
- (c) If, in breach of this Special Condition, the Purchaser lodges a Caveat, the Purchaser must consent to the lodging of any document or dealing at the Land Titles Office on behalf of the Vendor and in connection with the plan. Any demand by the Vendor for such a consent, will not constitute a waiver of the Purchaser's breach of this Contract.

5.6 **Separate Title**

If on the Settlement Date a separate Certificate of Title for each of the Lots on the Plan has not been issued by the Registrar of Titles:

- (a) the Purchaser may not:
 - (i) make any requisition, objection, demand or claim for compensation in relation to that; or
 - (ii) delay settlement; and
- (b) the Vendor must endorse the Transfer of the Property ("**Transfer**") with an Order to Register directing the Registrar of Titles to register the Transfer and to issue the relevant Certificate of Title to the person lodging the Transfer at the Land Titles Office.

6. **Rating**

6.1 If the property is not rated separately by the rating authorities and/or separately assessed for land tax:

- (a) the proportion thereof to be apportioned between the Vendor and the Purchaser shall be in the same proportion as the lot liability and the land bears to the total liability of all the land affected by the plan; and
- (b) in the case of land tax, any such apportionment shall be computed upon the basis that the land in the Subdivision is the only land which the Vendor is the owner within the meaning of the Land Tax Act 1958.

6.2 Outgoings

Any outgoings other than rates and land tax which are apportionable and which are in respect of more than just the Property, will be apportioned in the same manner as rates and land tax under Special Condition 6.1.

7. Planning Permit

7.1 Purchaser's Acknowledgements

The Purchaser acknowledges and accepts that:

7.1.1 the Planning Permit permits the development;

7.1.2 the Vendor may develop any Lot on the Plan for the purpose permitted by the Planning Permit; and

7.1.3 the Vendor has the sole right to amend or vary the Planning Permit and to make application for a further planning permit so as to enable the Vendor to develop any or all of the Lots in any manner the Vendor may decide or determine.

7.2 Purchaser to authorise variation or amendment

Within seven (7) business days of being requested to do so by the Vendor, the Purchaser must sign any consents or authorities that the Vendor may require to enable the Vendor to obtain any variation or amendment to the Planning Permit or any further or additional planning permit that may be applied for by the Vendor in respect of the Development.

7.3 Purchaser not to lodge objection

The Purchaser must not lodge any objection to or do any act or thing, or allow any person claiming through the Purchaser or acting on the Purchaser's behalf to lodge any objection to or do any act or thing, that in any way will or may delay, obstruct, disrupt, hinder or prevent the Vendor from proceeding with and completing the Development.

7.4 Breach of Condition

Should the Purchaser or any person claiming through, or acting on behalf of, the Purchaser do any act or thing which the Vendor acting reasonably considers to be in breach of this condition, the Vendor, without affecting any other rights of the Vendor, may give written notice of default to the Purchaser in accordance with the provisions of condition 5 of Table A.

7.5 Purchaser to compensate Vendor for breach

The Purchaser accepts that a breach of conditions 7.1 and 7.2 by the Purchaser may result in the Vendor suffering loss and damage, for which the Purchaser will be liable to compensate the Vendor and the Purchaser indemnifies and agrees to keep indemnified the Vendor against any loss, damage, cost or expense which the Vendor may incur as a result of such breach whether foreseeable or not. The Purchaser acknowledges that the Vendor's rights pursuant to this condition are in addition to any other rights that the Vendor may have at law.

8. Owners Corporation

8.1 Purchaser's Acknowledgement

The Purchaser acknowledges that:

8.1.1 upon registration of the Plan, an Owners Corporation will commence;

8.1.2 on settlement, the Purchaser will become a member of the Owners Corporation;

8.1.3 the Purchaser buys the property subject to the Owners Corporation Rules annexed to the Vendor's Statement.

8.2 Establishment of Owners Corporation

The Vendor agrees and the Purchaser acknowledges, consents and requests the Vendor to cause the Owners Corporation to:

8.2.1 hold its first meeting;

8.2.2 determine the Owners Corporation fees or levied payable by the member of all Lots;

8.2.3 insure the Development for an appropriate amount with a reputable insurer.

8.3 Restriction on Rights

For so long as the Vendor is registered or entitled to be registered as a member of any Lot, the Purchaser must not without the prior written consent of the Vendor:

- (a) cast any vote in favour of amending, opposing or rejecting the Owners Corporation Rules or amending the until entitlement and unit liability on the Plan;
- (b) cast any vote contrary to the terms of this Contract; or
- (c) exercise any of the rights, powers or privileges that the Purchaser is entitled to as a member of the Owners Corporation in any way that would directly or indirectly hinder, delay or prevent the completion of the construction of the Development or any rectification works.

8.4 Vendor can conduct marketing activities

The Purchaser authorises the Vendor and persons authorised by the Vendor, and agrees that the Owners Corporation may grant the Vendor an exclusive licence of the Common Property, to:

- 8.4.1 conduct any marketing activities whatsoever in the Development;
 - 8.4.2 place and maintain in, on and about the Development (excluding the Purchaser's Property) signs in connection with those marketing activities.
 - 8.4.3 place "for sale" promotional material and any other signs as the Vendor and persons associated with the Vendor may require to be placed on any part of the Development.
- and this authorisation continues beyond the Settlement Date.

9. Stamp Duty

9.1 The Purchaser acknowledges the Vendor is not able to accurately estimate the stamp duty payable by the Purchaser. The Vendor will use the Alternative Method. The Base Land Value, the infrastructure value and percentage of construction works to be completed after the Contract date shall be determined by the Vendor acting reasonably. At the date of this Contract the Vendor estimates the Base Land Value at \$48,000.00 for each lot based on an equal unit entitlement ratio for each lot.

9.2 The Purchaser will not make any objection, requisition or claim or delay settlement because of the amount of stamp duty payable on a Transfer to the Purchaser or to any nominated or substituted purchaser.

9.3 The Purchaser is responsible for and indemnifies and keeps indemnified the Vendor against any stamp duty (including any penalties, interest and legal costs) that becomes payable in respect of a transfer of the Land to the Purchaser or to any nominated or substituted Purchaser and all legal costs (on a full indemnity basis) that are incurred by the Vendor in respect to any assessment or audit undertaken by the State Revenue Office in relation to stamp duty payable on the transfer.

9.4 The parties agree that the vendor's only obligation in relation to stamp duty payable is to provide an Off the Plan Sales Statutory Declaration with the dutiable value calculated using the Fixed Percentage Method.

10. Construction by Builder

10.1 The Purchaser acknowledges that, although:

- (a) part of the price includes an amount in respect of the dwelling on the Land; and
- (b) this Contract provides for the dwelling to be constructed under a Major Domestic Building Contract,

nothing in this Contract will be construed as imposing on the Vendor any obligation in relation to construction which will make this Contract a Major Domestic Building Contract.

10.2 The Vendor represents to and the Purchaser acknowledges that, to the extent it is necessary to do so by law:

- (a) the dwelling will be constructed by a registered Builder under a Major Domestic Building Contract;
- (b) subject to any Special Conditions contained herein, the dwelling will be completed generally in accordance with any Plans and Specifications and Schedule of Finishes, Fixtures and Fittings.

10.3 The Purchaser agrees that the Plans and Specifications and Schedule of Finishes, Fixtures and Fittings may be varied or altered by the Vendor or the Builder from time to time in any manner the Vendor or the Builder (as the case may be) considers necessary or desirable, including by substituting any of the fixtures and appliances specified in any Plans and Specifications or Schedule

of Finishes, Fixtures and Fittings provided to the Purchasers with fixtures, fittings or appliances of like quality.

- 10.4 The Vendor will notify the Purchaser within a reasonable time of any variation or alteration to the Plans and Specifications which, in the Vendor's reasonable opinion, materially and detrimentally affect the Purchaser.
- 10.5 Notwithstanding anything herein contained should the Builder or Vendor make any change to the Plans and Specifications and Schedule of Finishes, Fixtures and Fittings, they shall use their best endeavours to replace any product with an item, fixture, fitting or product of equal or similar quality and standard as the unavailable product.
11. **Deposit Bond or Bank Guarantee**
 - 11.1 If the Vendor accepts a Deposit Bond or Bank Guarantee from the Purchase in lieu of payment of the deposit or any part of the deposit, the Purchaser acknowledges that the delivery of the Deposit Bond or Bank Guarantee to the Vendor's Solicitors within 10 business days of the day of sale will, to the extent of the amount guaranteed or undertaken to be paid under the Deposit Bond or Bank Guarantee, be treated as compliance with the Purchaser's obligations to pay the deposit or part of the deposit (as the case may be). Any Deposit Bond or Bank Guarantee given must not have an expiry date.
 - 11.2 The Purchaser must pay the amount stipulated in the Deposit Bond or Bank Guarantee to the Vendor by unendorsed bank cheque on the settlement date or such other times as the Vendor is entitled to a release of the Deposit under Section 27 of the Sale of Land Act 1962. On payment of the amount stipulated in the Deposit Bond or Bank Guarantee, the Vendor will return the Deposit Bond or Bank Guarantee to the Purchaser for cancellation.
 - 11.3 If the Vendor rescinds or otherwise lawfully terminates this Contract, then to the extent that amount has not already been paid to the Vendor by the Deposit Bond or Bank Guarantor under the Deposit Bond or Bank Guarantee, the Purchaser must immediately pay the deposit (or so much of the deposit as is unpaid) to the Vendor or the Vendor's Solicitors.
12. **Insurance**

The Vendor undertakes that it will arrange and maintain (or ensure that the builder arranges and maintains) adequate insurance for the property from the day of sale until the settlement date, including building insurance, public liability insurance and workcare. For the purpose of this condition, "property" means all of the dwellings and improvements constructed or to be constructed on the property.
13. **Assignment of Warranties**

The Vendor agrees that it will assign to the Purchasers from the settlement date the benefit of any manufacturers warranties given in favour of the Vendor with respect to the fixtures and chattels.
14. **Company Purchaser**

If the Purchaser is or includes a company, the company simultaneously with the execution of this Contract must procure the execution of the Guarantee annexed to this Contract by:

 - (a) two directors of the Purchaser company; or
 - (b) one director and the company secretary; or
 - (c) one director of a sole director company; or
 - (d) with the written consent of the Vendor, its shareholder or shareholders.
15. **Nominated Purchaser**
 - 15.1 The Purchaser may not nominate a substitute or additional Purchaser pursuant to General Condition 18 ("the Nominated Purchaser") unless it has delivered to the Vendor at least 21 days before the settlement date:
 - (a) an executed form of nomination;
 - (b) a copy of Statutory Declaration completed by or on behalf of the Purchaser in a form acceptable to the State Revenue Office as to the nomination of the Nominated Purchaser; and

- (c) if the Nominated Purchaser is a company, an executed Guarantee from its Directors.
- 15.2 Upon nomination of the Nominated Purchaser:
- (a) all moneys previously paid by the Purchaser under this Contract are deemed to have been paid by the Nominated Purchaser; and
 - (b) the Substitute Purchaser is deemed to have accepted title.
16. **Deposit Moneys**
- 16.1 **Interpretation**
In this Special Condition, unless the context otherwise requires:
"the Bank Account" means an interest bearing account with an Bank as defined in the Banking Act 1959.
"the Deposit Moneys" means the Deposit Moneys as defined by Section 23 of the SLA.
"the Deposit Provisions" means Division 3 of Part I of the SLA.
"the Interest" means the interest paid to the account less the deductions authorised under Special Condition 16.5(a).
- 16.2 **Holding of Deposit**
The Deposit Moneys must be held in accordance with the provisions of Section 9AA of the Sale of Land Act 1962 until registration of the Plan. After registration of the Plan, the Deposit Moneys shall be held in accordance with the Deposit Provisions.
- 16.3 **Deposit Invested**
The parties hereby authorise the Vendor's Lawyers (but without imposing an obligation upon that firm to do so) to invest the Deposit Moneys in a Controlled Money Account which is an interest bearing trust account with an approved ADI (as defined under the Legal Profession Act 2004) in accordance with the Sale of Land Act 1962 and the Legal Profession Act 2004.
- 16.4 **Interest Entitlement**
Any interest paid to the Bank Account is deemed to be earned equally by the parties. The parties agree and direct that:
- (a) The Vendor's Lawyers may deduct from the gross interest credited to the Bank Account any government taxes or bank charges, duties or fees with respect to the account or upon any credits or debits to that account. Thereupon, the interest earned will be divided equally between the parties with such division to occur at such time as the deposit is released under this Contract.
 - (b) Each party must advise the Vendor's Lawyer, when requested, its tax file number. The Vendor's Lawyer is authorised to advise the bank, where the Deposit Moneys are deposited, of that number.
 - (c) If a tax file number has not been advised:
 - (i) by the party to whom the interest is to be paid the amount required to be withheld pursuant to the Income Tax Assessment 1936 may so be withheld by the Vendor's Lawyer and paid to the Federal Commissioner of Taxation in accordance with the provision of that Act; and
 - (ii) by a party where the interest is payable to the other party and withholding tax is deducted from the account as a result, that party must pay to the other the amount of tax so withheld.
17. **Trust Land Tax**
The Purchaser acknowledges that the land is being held by a trust and the trust is liable for Land Tax calculated on the Premium rate for Trusts. The Purchaser acknowledges that Land Tax will be adjusted at settlement as between the Purchaser and Vendor based on the amount assessed to the Vendor as trustee.
18. **Disclosure of Works**
Detail of any works known to the Vendor affecting the natural surface level of the land in this lot or abutting the lot which is in the same subdivision as the lot are disclosed in Schedule 3.
19. **Foreign Acquisitions and Take-Over Act 1975 (Cwth)**

- 19.1 The Purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (C'wth) requiring the obtaining of consent to this Contract do not apply to the Purchaser and this Contract.
- 19.2 In the event of there being a breach of the above warranty, whether intentional or not, the Purchaser agrees to indemnify and to compensate the Vendor for all costs which may be incurred by the Vendor as a consequence thereof.
- 19.3 This warranty and indemnity shall not merge on completion of this Contract.

20. Foreign Resident Capital Gains Withholding Amount

Where the market value of the Land hereby sold is \$2,000,000 or more:

- (a) Unless the Vendors Statement supplied by the Vendor contains a clearance certificate issued by the Taxation Commissioner under subdivision D14-D of the Taxation Administration Act 1953 (Cth), the Vendor shall apply for and provide to the Purchaser a clearance certificate prior to settlement. Any clearance certificate must be current as at the date of settlement.
- (b) Where a clearance certificate or a variation to the clearance certificate is provided by the Vendor, the Purchaser shall not withhold any money from the proceeds of sale in respect to capital gains withholding tax.
- (c) Where the purchaser is required to withhold any of the purchase price and remit same to the Taxation Commissioner under subdivision D14-D of the Taxation Administration Act 1953 (Cth), the Vendor and Purchaser appoint the Vendor's solicitor as their joint representative for the purposes of paying the amount to the Taxation Commissioner. The withheld amount shall be given to the Vendor's solicitor at settlement and the Vendor's solicitor shall be instructed to remit the withheld amount to the Taxation Commissioner. The Vendor's solicitor shall then provide to the Vendor and Purchaser proof of payment of the withheld amount.

21. Electronic Certificate Of Title

The Purchaser acknowledges that the Certificate of Title for the Land is in electronic form (eCT) and the Vendor is the eCT Control. The Vendor shall at least seven (7) days before the settlement date nominate the eCT to support the transfer of the title to the Purchaser. The Vendor shall not be required to hand over a paper Certificate of Title at settlement.

Vendor – Purchaser
GUARANTEE AND INDEMNITY

To: Werribee District Hospital Estate Pty Ltd
ACN 115 468 409
of 108 Watton Street, Werribee 3030
("the Vendor")

I/We

of

("the Guarantor") IN CONSIDERATION of the Vendor at the request of the Guarantor entering into this Contract of Sale with of ("the Purchaser") upon the terms and conditions and for the price set forth in the Contract-

DO HEREBY GUARANTEE AND INDEMNIFY the Vendor as follows:

1. The Guarantor shall pay to the Vendor on demand by the Vendor all moneys payable pursuant to the Contract which are not paid by the purchaser within fourteen (14) days of the date of each payment as prescribed by the Contract whether or not demand therefore has been made by the Vendor upon the Purchaser.
2. The Guarantor shall observe and perform on demand by the Vendor all conditions, obligations and liabilities binding the Purchaser with which the Purchaser does not comply within fourteen (14) days after the due date for observance or performance as prescribed by the Contract whether or not a demand for such observance or performance has been made by the Vendor upon the Purchaser.
3. This is a continuing guarantee and indemnity and binds the Guarantor notwithstanding:
 - (a) the subsequent death, bankruptcy or liquidation of any one or both of the Purchaser and the Guarantor;
 - (b) any indulgence, compound or compromise or any waiver or extension of time granted to the Purchaser or any person or corporation whatsoever (including any person or corporation liable jointly with the Guarantor or severally in respect of any other guarantee or security) or any release, relinquishment or parting with any document of title, asset or right held by the Vendor;
 - (c) the settlement of this Contract of Sale.
4. In the event of any breach by the Purchaser of the terms and conditions of the Contract which are or form part of this Guarantee and Indemnity, the Vendor may proceed against the Guarantor without having instituted legal proceedings against the Purchaser and without having first exhausted the Vendor's remedies against the Purchaser.
5. In the event of the liquidation or bankruptcy of the Purchaser the Guarantor authorises the Vendor to prove for all monies which the Guarantor has paid hereunder and to retain and to carry to a suspense account and appropriate at the discretion of the Vendor any dividends received until the Vendor has with the aid thereof been paid in full in respect of the indebtedness of the Purchaser to the Vendor. The Guarantor waives in favour of the Vendor all rights against the Vendor and the Purchaser and any other person, corporation or estate so far as necessary to give effect to anything contained in this Guarantee.
6. The remedies of the Vendor against the Guarantor shall not be affected by reason of any security held or taken by the Vendor in relation to the indebtedness of the Purchaser being void, ineffective or informal.
7. The Guarantor will indemnify the Vendor against any loss which the Vendor may suffer by reason of the Purchaser having exceeded (**his her their its**) powers or being incompetent to enter into the Contract and against any loss which the Vendor may suffer by reason of the Purchaser going into liquidation or becoming bankrupt.
8. If any payment made by the Purchaser to the Vendor in reduction of the amount owing under the Contract shall be subsequently avoided by virtue of any statutory provision the liability of the Guarantor

to the Vendor shall be deemed not to have been discharged and thereupon the parties hereto as between themselves shall be deemed to have had restored to them the rights and obligations which they each respectively would have if such payment had not been made.

- 9. In the event of the Purchaser exercising (**his her their its**) rights under the Sale of Land Act 1962 to call for a transfer of land and a mortgage to secure the moneys otherwise then outstanding under the Contract, the Guarantor shall execute upon demand by the Vendor a guarantee of the mortgagor's obligations under the mortgage in a form satisfactory to the Vendor's solicitors.
- 10. Any notice or demand under this Guarantee and Indemnity may be made in writing signed by the Vendor or the Vendor's solicitors on behalf of the Vendor and, without prejudice to any other mode of service for the time being permitted by law, may be served on the Guarantor by prepaid letter addressed to the Guarantor at the address herein mentioned. Such notice or demand when posted shall be deemed to be properly given on the day next following the day of posting.

11. INTERPRETATION

- 11.1 Where not inconsistent with the context, the expression "the Guarantor" as herein used shall mean and shall include where there is only one guarantor the guarantor, and the executors and administrators of that guarantor or, in the case of a corporate guarantor, that guarantor and its successors and where there are two or more guarantors shall mean and include those guarantors and each and every one of them and the executors, administrators and successors of each of them.
- 11.2 When two or more guarantors are parties hereto, the covenants and agreements on their part herein contained shall bind them jointly and severally.
- 11.3 The expressions "the Vendor" and "the Purchaser" where the context permits respectively shall bear the meanings assigned to them in this Contract.
- 11.4 Words importing the singular or plural number shall extend to and include the Plural and singular number respectively.
- 11.5 Words importing one gender shall extend to and include the other gender.

IN WITNESS WHEREOF the Guarantors have set their hands and seals this
day of 20

SIGNED SEALED AND DELIVERED by the)
said)
in the presence of:)

SIGNED SEALED AND DELIVERED by the)
said)
in the presence of:)

Schedule 1 – Plans, Specifications and Car Park Plan.



Civic Centre
Postal
45 Princes Highway, Werribee, Victoria 3030, Australia
PO Box 197, Werribee, Victoria 3030, Australia

Telephone
Facsimile
Email
(03) 9742 0777
(03) 9741 6237
mail@wyndham.vic.gov.au
wvns-wyndham.vic.gov.au

DX 3058 Werribee Vic
ABN: 38 903 903 680

06 October 2016

VI Agosta & Associates Pty Ltd
PO Box 553
WERRIBEE VIC 3030

Dear Sir/Madam,

Planning Permit Application: WYP6559/13.05
SPEAR Reference No.: N/A
Description: Amended Plans via Secondary Consent – minor modifications to layout and elevations
Location: 10-14 Watergum Court WERRIBEE VIC 3030
V 11088 F 213 L 10 PS 518361 Deurgam Parish

I refer to your recent letter, requesting an amendment to the endorsed plans under the under the secondary consent provisions of the above permit.

Your request for an amendment to the endorsed plan has now been granted by Council.

Please find attached a copy of the endorsed plan which now forms part of the Planning Permit.

If you have any queries, please telephone 9742 0871 or e-mail tim.webb@wyndham.vic.gov.au quoting the planning permit application number.

Yours faithfully,

Tim Webb
Town Planning Department
Wyndham City Council

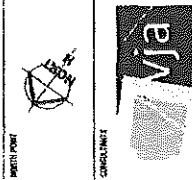
PROJECT NO. 100-100-100-100
 PROJECT NAME: [REDACTED]
 DATE: 25 October 2024

THE CONSULTANT HAS NOT AND WILL NOT BE HELD RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED IN THIS REPORT. THE CONSULTANT HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE.

1. 100-100-100-100
 2. 100-100-100-100
 3. 100-100-100-100

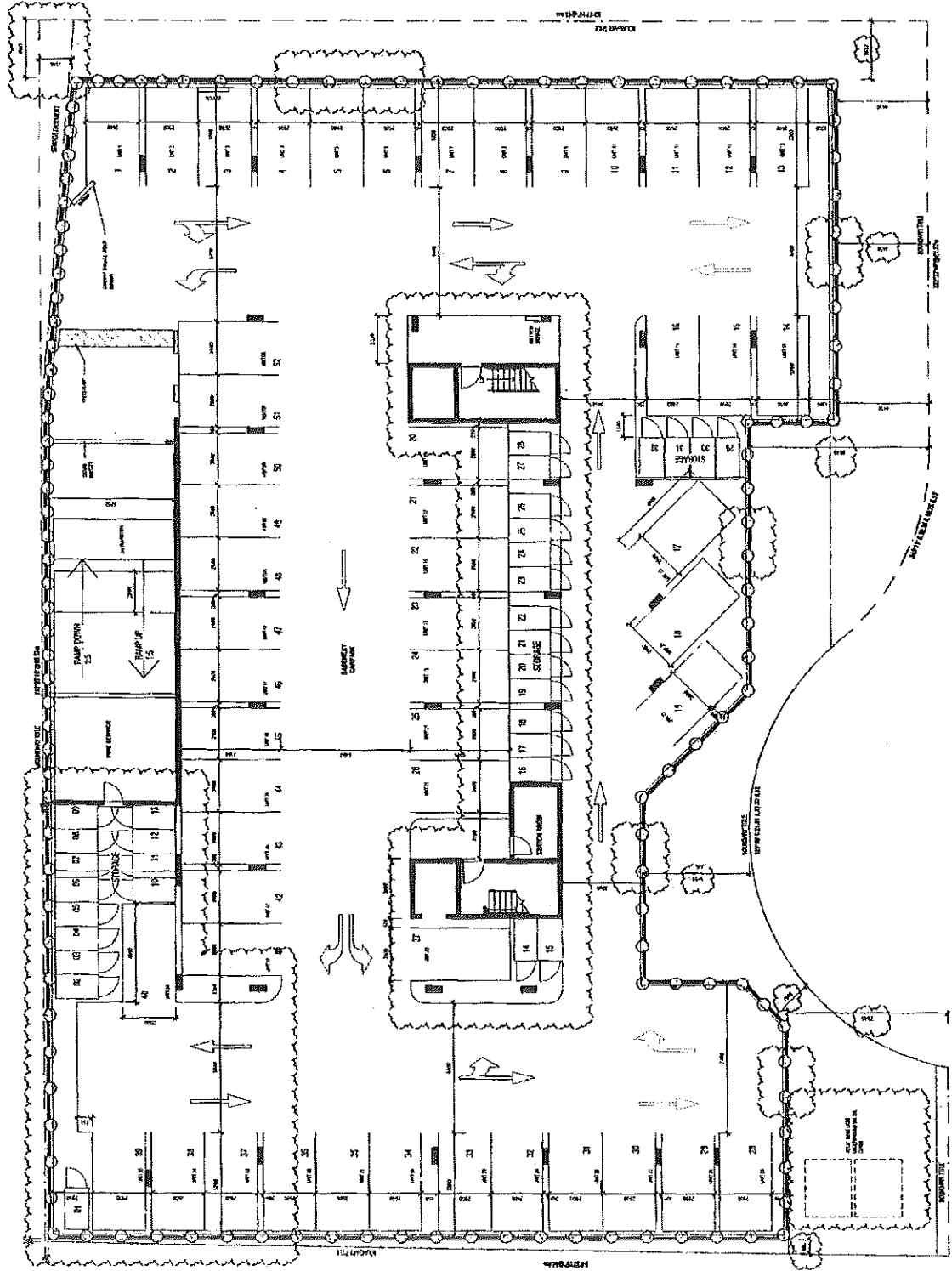
USE CASE SCENARIO
 NO. OF CAMPAINS REQUIRED FOR 1 BEDROOM UNIT = 01
 NO. OF CAMPAINS REQUIRED FOR 2 BEDROOM UNIT = 01
 NO. OF CAMPAINS REQUIRED FOR 3 BEDROOM UNIT = 02
 TOTAL NO. OF CAMPAINS REQUIRED FOR 1 BEDROOM UNITS (1 no of 1 bedroom unit x 01 campain) = 01 campain
 TOTAL NO. OF CAMPAINS REQUIRED FOR 2 BEDROOM UNITS (1 no of 2 bedroom unit x 01 campain) = 01 campain
 TOTAL NO. OF CAMPAINS REQUIRED FOR 3 BEDROOM UNITS (2 no of 3 bedroom unit x 02 campain) = 04 campain
 TOTAL NO. OF VISTORS PROVIDED = 05 campain
 TOTAL NUMBER OF CAMPAINS REQUIRED = 07 no

STORAGE REQUIREMENT
 TOTAL NUMBER OF SECURED STORAGE PROVIDED = 4,000
 SIZE OF EACH STORAGE = 1.2m x 2.1m x 2.2m (High)
 CUBIC METRES CAPACITY OF EACH STORAGE = 564



CLIENTS:
 WERRIBEE HOUSING PARTNERSHIP PTY LTD
 100-100-100-100
 100-100-100-100

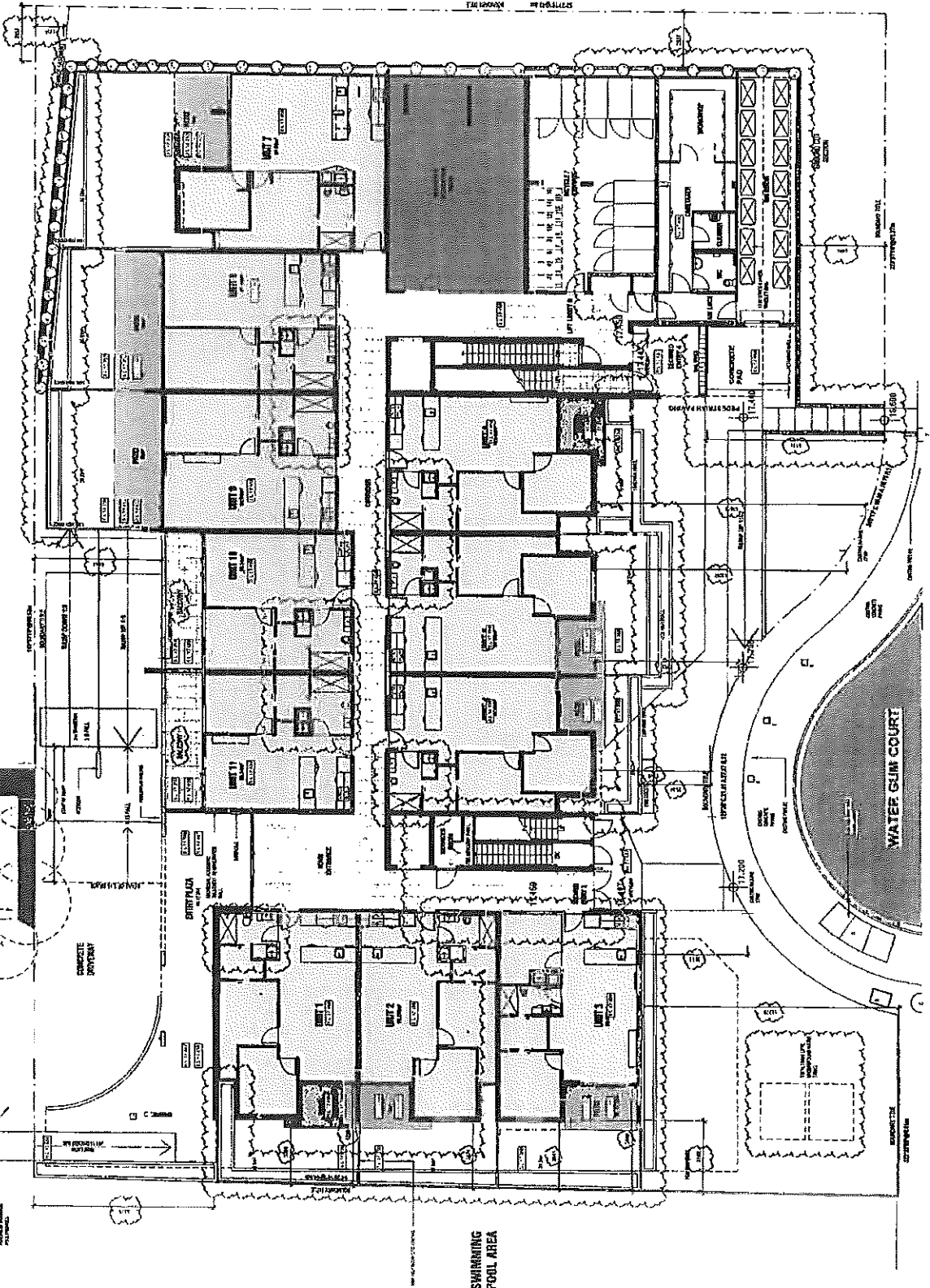
DATE OF ISSUE:
 25 October 2024



APPROVED AND FORWARDED TO:
 ARCHITECT: J. J. BROWN, ARCHITECTS
 1000 WEST 10TH AVENUE, SUITE 100
 DENVER, CO 80202
 DATE: 01/15/10

THIS DRAWING COMPLIES AND THE PROPERTY OF
 J. J. BROWN, ARCHITECTS. IT IS TO BE USED
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 PURPOSES. ANY REUSE OF THIS DRAWING
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 J. J. BROWN, ARCHITECTS, IS STRICTLY
 PROHIBITED. THIS DRAWING IS THE
 PROPERTY OF J. J. BROWN, ARCHITECTS.

| NO. | DATE | DESCRIPTION |
|-----|----------|-------------------|
| 1 | 01/15/10 | ISSUED FOR PERMIT |



GENERAL SECTION

WATSON STREET

WATER GYM COURT

SWIMMING POOL AREA

- LEGEND**
- 1 BEDROOM UNITS
 - 2 BEDROOM UNITS
 - 3 BEDROOM UNITS
 - BALCONY AND PATIO
 - RECREATION RESTORATION ROOM

- FINISHES**
1. GYPSUM BOARD
 2. GYPSUM BOARD
 3. GYPSUM BOARD
 4. GYPSUM BOARD
 5. GYPSUM BOARD
 6. GYPSUM BOARD
 7. GYPSUM BOARD
 8. GYPSUM BOARD
 9. GYPSUM BOARD
 10. GYPSUM BOARD



JJA ARCHITECTS
 1000 WEST 10TH AVENUE, SUITE 100
 DENVER, CO 80202
 PHONE: 303.733.1111
 FAX: 303.733.1112
 WWW: JJAARCHITECTS.COM

CLIENT ADDRESS:
 WATSON RESTAURANT, 1000 W. WATSON STREET
 DENVER, CO 80202

PROJECT ADDRESS:
 10 WATSON COURT, DENVER, CO

DRAWING TITLE:
 GROUND FLOOR PLAN

TOWN PLANNING:
 SCALE: AS SHOWN
 COUNTY: DENVER
 ZONING: RES-1
 LOT DATE: 01/15/10
 SHEET: 01

APPROVED MARKING PLAN
 PLANNING AND ENVIRONMENT ACT (PEA)
 PROJECT NO. 10745/2015
 PROJECT NAME: WATER GUM COURT
 DRAWING NO. 10745/2015-01
 DATE: 10/20/2015

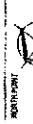
THIS DRAWING IS THE PROPERTY OF THE CONSULTANT AND SHALL BE RETURNED TO THE CONSULTANT IMMEDIATELY UPON COMPLETION OF THE PROJECT. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

REV. DATE. DESCRIPTION. BY.

| | | | |
|---|------------|------------------|----|
| 1 | 10/20/2015 | Issue for Review | MA |
| 2 | 10/20/2015 | Issue for Review | MA |
| 3 | 10/20/2015 | Issue for Review | MA |

- LEGEND**
- 1 BEDROOM UNITS
 - 2 BEDROOM UNITS
 - 3 BEDROOM UNITS
 - HALLWAY AND PATIO
 - RECREATION ROOM

- EXISTING FINISHES**
- 1. CONCRETE
 - 2. GYP. BOARD
 - 3. ACROUSTIC TILE
 - 4. POLISHED CONCRETE
 - 5. POLISHED CONCRETE
 - 6. POLISHED CONCRETE
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 - 20. POLISHED CONCRETE

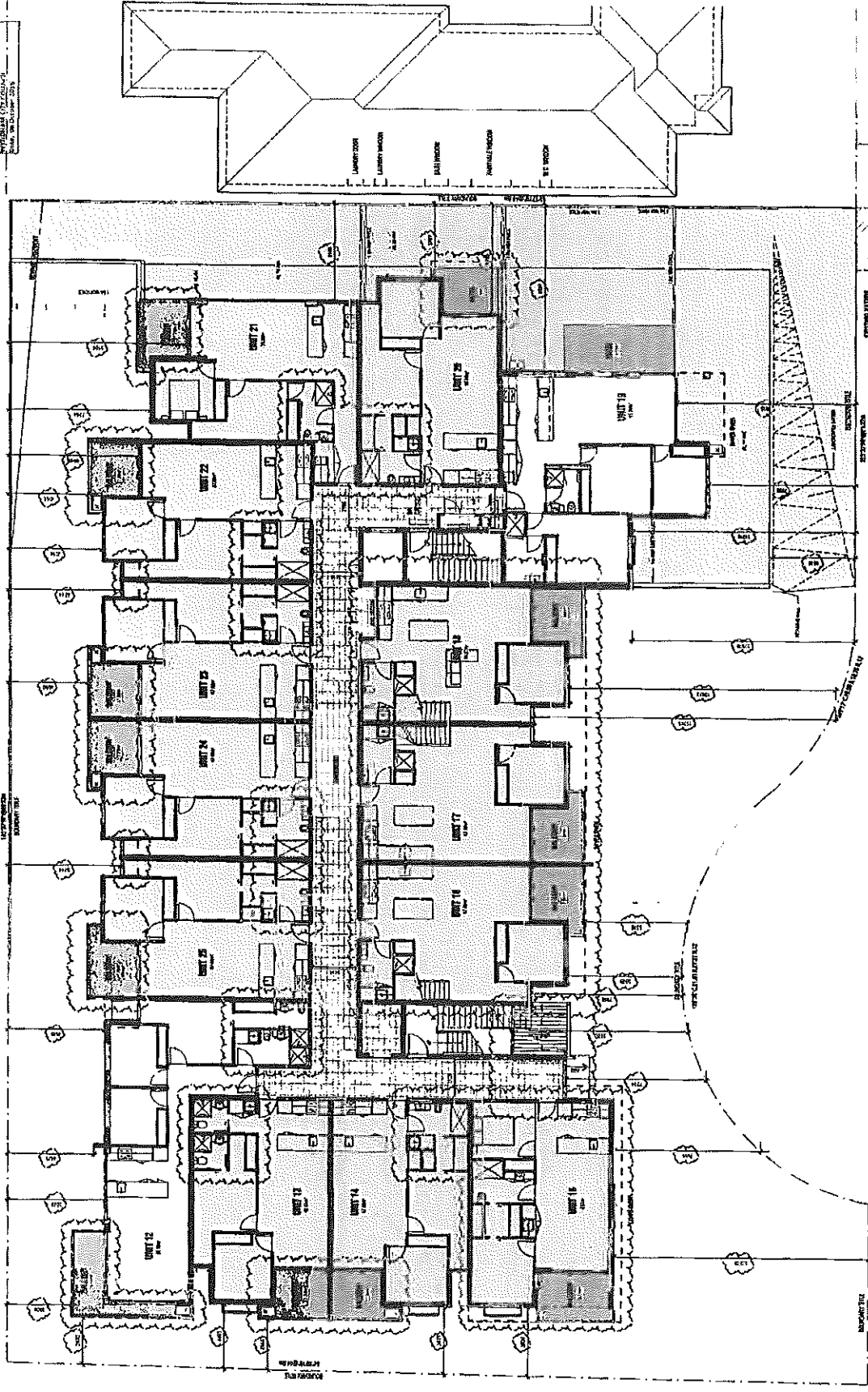


CLIENT: WATER GUM COURT
 PROJECT: WATER GUM COURT, WATSON, ONTARIO
 DATE: 10/20/2015

PROJECT NO. 10745/2015
 DRAWING NO. 10745/2015-01

DATE: 10/20/2015

DESIGNED BY: MA
 DRAWN BY: MA
 CHECKED BY: MA
 DATE: 10/20/2015



1
 1ST FLOOR PLAN
 1:100

WATER GUM COURT

EXISTING CONCRETE FINISH
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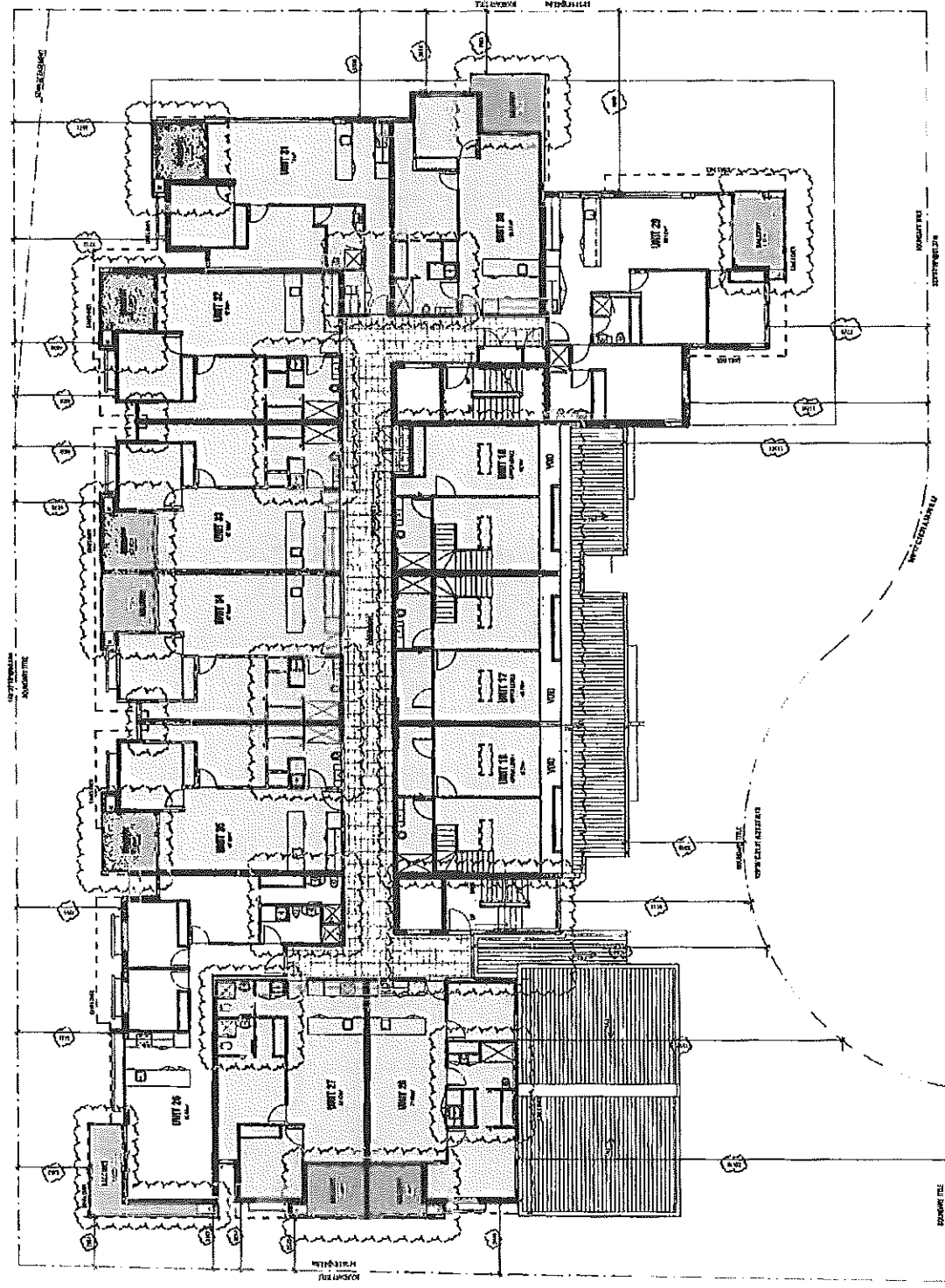
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APPROVED FOR CONSTRUCTION
 DIVISION OF PUBLIC WORKS
 PROJECT NO. W-1000000000
 PROJECT NAME: [REDACTED]
 APPROVED BY: [REDACTED]
 DATE: 20 October 2011

The drawings, specifications and the quantity of materials shown herein are the property of the City of [REDACTED] and shall remain the property of the City of [REDACTED] until the project is completed. All drawings shall be submitted to the City of [REDACTED] for review and approval. All drawings shall be submitted to the City of [REDACTED] for review and approval. All drawings shall be submitted to the City of [REDACTED] for review and approval.



- LEGEND**
- 1 PERSONAL LOTS
 - 2 RESIDENT UNITS
 - 3 PERSONAL LOTS
 - BALCONY AND PATIO
 - RESIDENT PRESCRIPTION ROOM



V. J. JONES & ASSOCIATES
 ARCHITECTS
 125 [REDACTED] STREET, SUITE 200
 [REDACTED], [REDACTED] 20000
 PHONE: [REDACTED]
 FAX: [REDACTED]
 WWW: [REDACTED]
 CLIENT: [REDACTED]
 PROJECT: [REDACTED]
 DATE: [REDACTED]

PROJECT ADDRESS
 10 WATERLOO COURT, WETMORE

DRAWING TITLE
 SECOND FLOOR PLAN

DATE
 20 OCT 2011
SCALE
 1/8" = 1'-0"
PLACED BY
 [REDACTED]

1 2ND FLOOR
 1:100

APPROVED ARCHITECTURAL PLAN
 PLANNING AND ENVIRONMENT ACT 1984
 (APPROVED ARCHITECTURAL SCHEME)
 PROJECT NO. WPK/2013/0375
 SHEET 5 OF 6 JPM/2013
 APPROVED BY THE CITY ENGINEER
 DATE 20/07/2013

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 OR MECHANICAL, INCLUDING PHOTOCOPYING,
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 WITHOUT THE WRITTEN PERMISSION OF
 THE ARCHITECT.

DATE 20/07/2013
 DRAWN BY JPM/2013
 CHECKED BY JPM/2013
 APPROVED BY JPM/2013

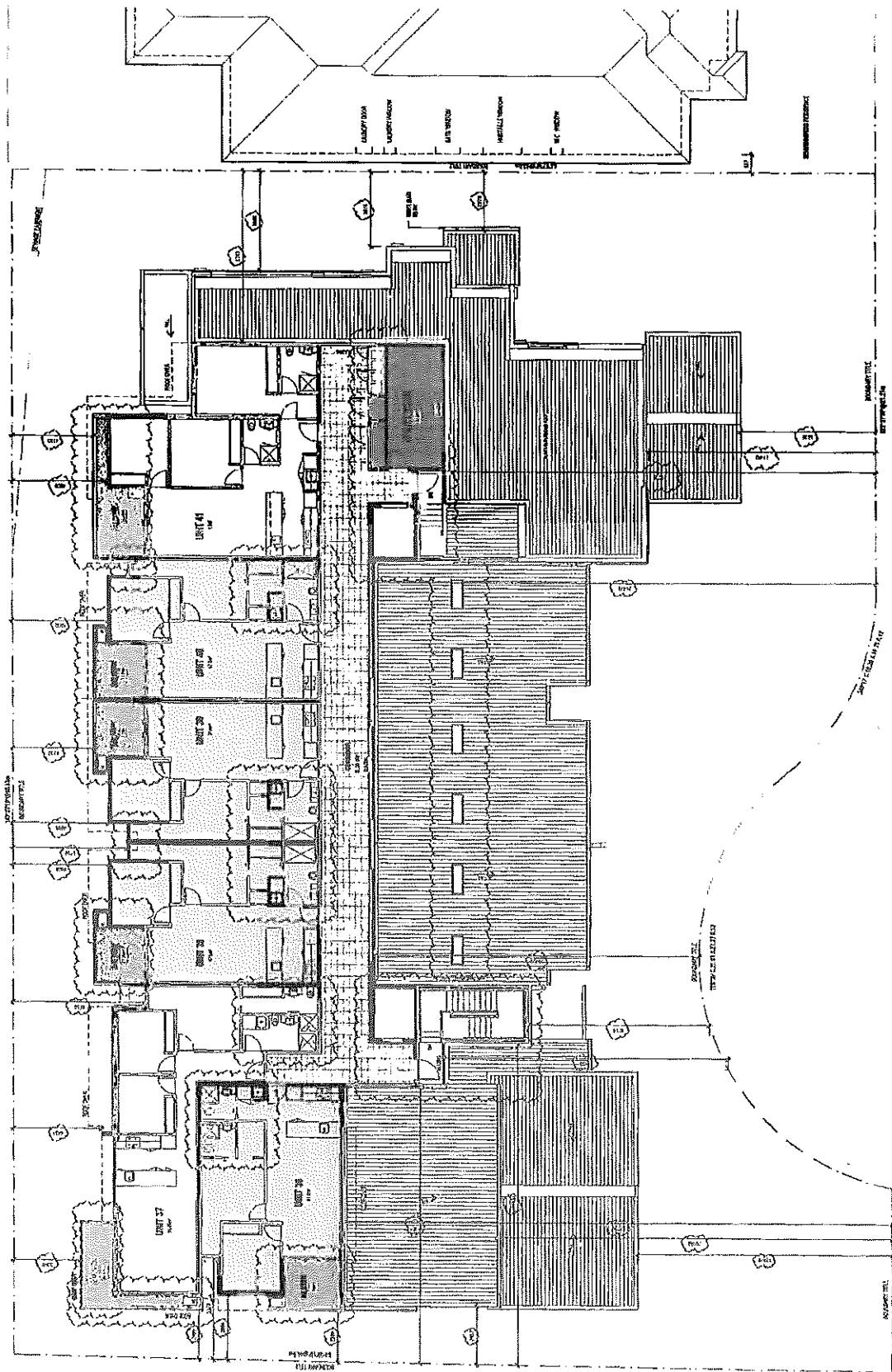
- LEGEND
- 1 BEDROOM UNITS
 - 2 BEDROOM UNITS
 - 3 BEDROOM UNITS
 - BALCONY AND PATIO
 - RECREATION/RECREATION ROOM



CLIENT ADDRESS
 10 WATERLOO COURT, WATERLOO, ONTARIO N2L 1G9

PROJECT ADDRESS
 10 WATERLOO COURT, WATERLOO, ONTARIO N2L 1G9

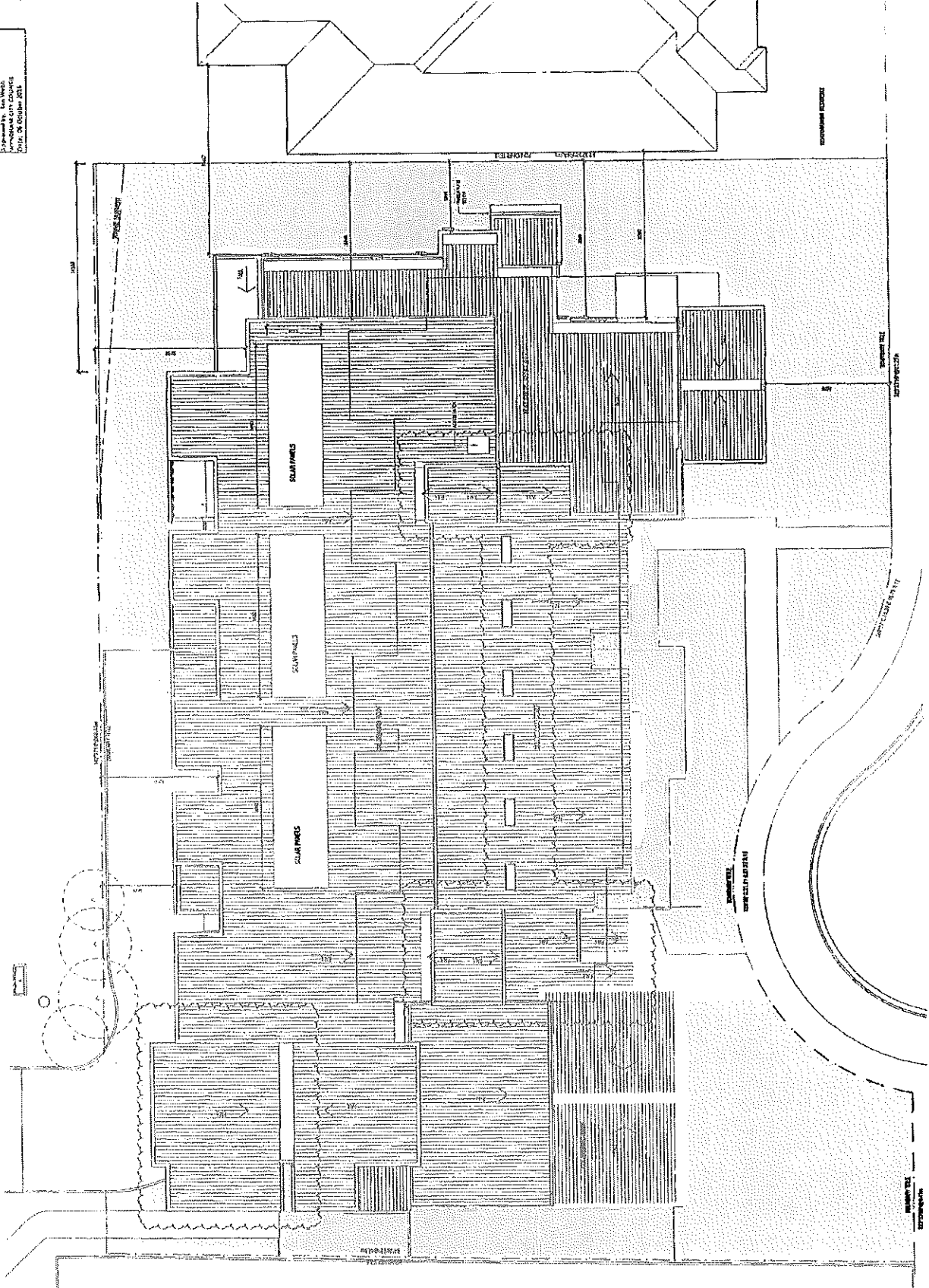
DATE 20/07/2013
 SHEET 5 OF 6
 3RD FLOOR PLAN



3RD FLOOR
 1:100

REVISED ARCHITECTURAL PLAN
 BY: [Signature]
 PROJECT NO. 10/15/13/02
 DRAWING NO. 10/15/13/02
 DATE: 10/15/13
 PROJECT: [Project Name]

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 THE ARCHITECT.



mja
 ARCHITECTS
 1000 W. 10th Street
 Suite 1000
 Minneapolis, MN 55401
 Phone: 612.338.1000
 Fax: 612.338.1001
 www.mja.com

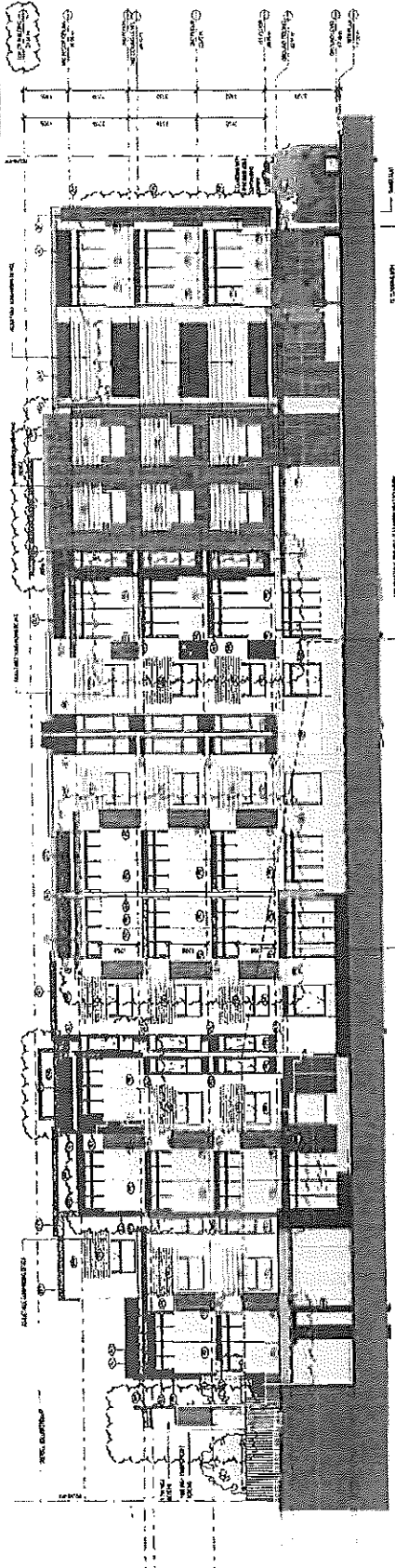
PROJECT ADDRESS:
 10 WINTHROP COURT, HERBESIDE

DATE:
 10/15/13

| NO. | DATE | DESCRIPTION |
|-----|----------|--------------------|
| 1 | 10/15/13 | ISSUED FOR PERMITS |
| 2 | 10/15/13 | ISSUED FOR PERMITS |
| 3 | 10/15/13 | ISSUED FOR PERMITS |
| 4 | 10/15/13 | ISSUED FOR PERMITS |
| 5 | 10/15/13 | ISSUED FOR PERMITS |

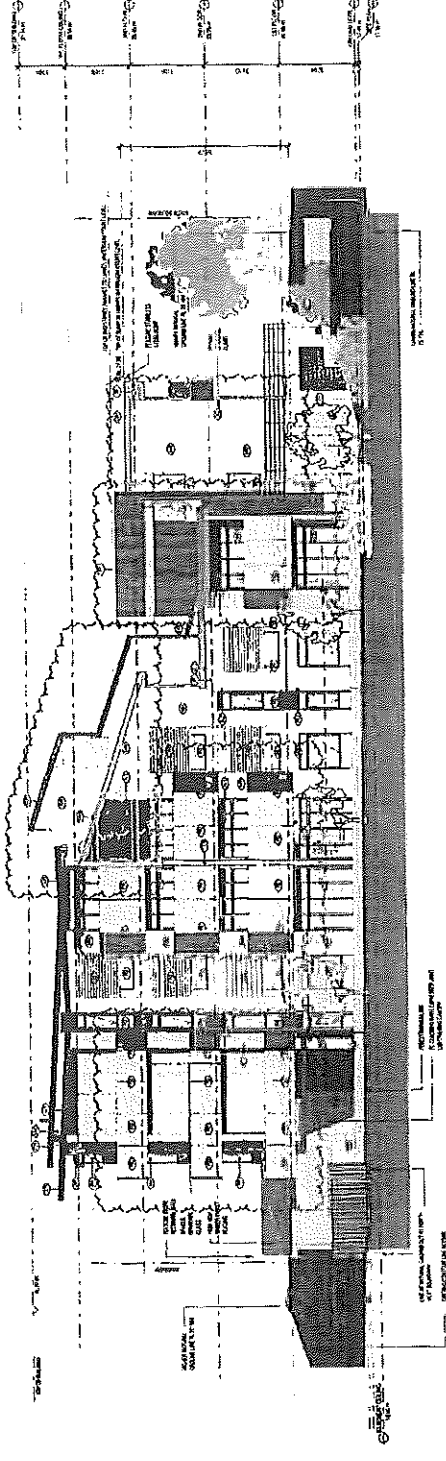
1 ROOF PLAN
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APPROVED ARCHITECTURAL PLAN
 PROJECT NO. 2015010001
 DRAWING NO. 2015010001-01
 DATE: 2015.10.01
 DRAWN BY: J. W. WOOD
 CHECKED BY: J. W. WOOD
 APPROVED BY: J. W. WOOD
 DATE: 2015.10.01



1 **NORTHEAST ELEVATION TP**
 1:100

- GENERAL NOTES:**
1. REFER TO ARCHITECTURAL PLAN FOR ALL DIMENSIONS AND NOTES.
 2. ALL MATERIALS AND FINISHES TO BE AS SHOWN ON THIS DRAWING.
 3. ALL WORK TO BE DONE IN ACCORDANCE WITH THE CITY OF LOS ANGELES BUILDING CODE.
 4. ALL MATERIALS TO BE OF QUALITY AND DURABLE.
 5. ALL WORK TO BE DONE IN ACCORDANCE WITH THE CITY OF LOS ANGELES BUILDING CODE.
 6. ALL MATERIALS TO BE OF QUALITY AND DURABLE.
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 19. ALL WORK TO BE DONE IN ACCORDANCE WITH THE CITY OF LOS ANGELES BUILDING CODE.
 20. ALL MATERIALS TO BE OF QUALITY AND DURABLE.



2 **NORTHWEST ELEVATION TP**
 1:100

vja

V.J. Associates, Inc.
 1515 S. GARDEN STREET, SUITE 200
 LOS ANGELES, CALIFORNIA 90015
 TEL: 213.697.1111
 FAX: 213.697.1112
 WWW.VJAA.COM

PROJECT ADDRESS:
 1515 S. GARDEN STREET, WENSHAW

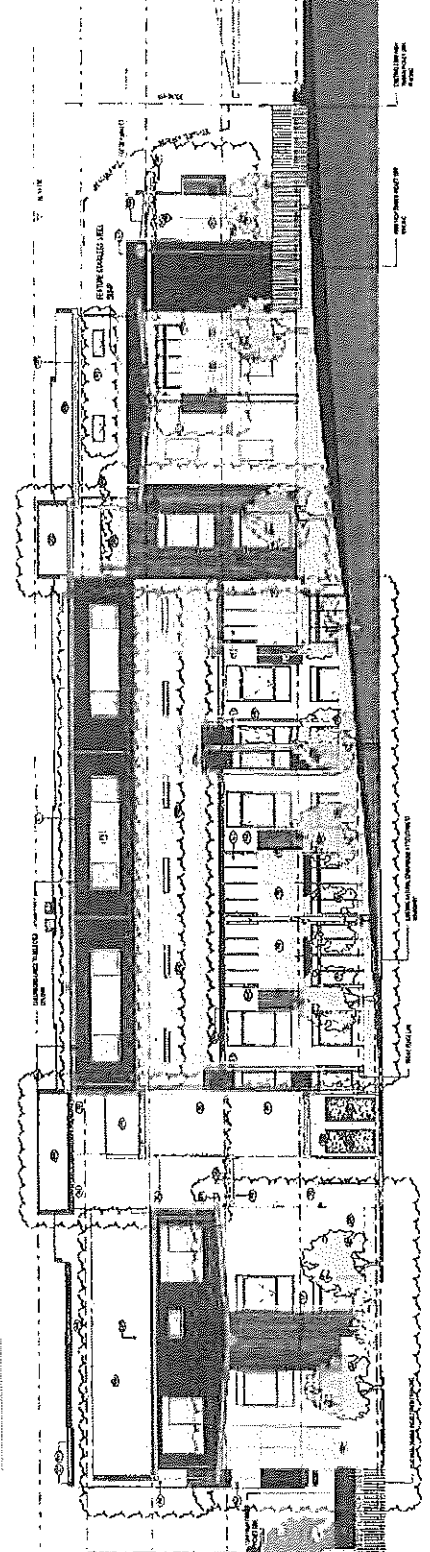
DRAWING TITLE:
 ELEVATIONS

DATE:
 10/01/15

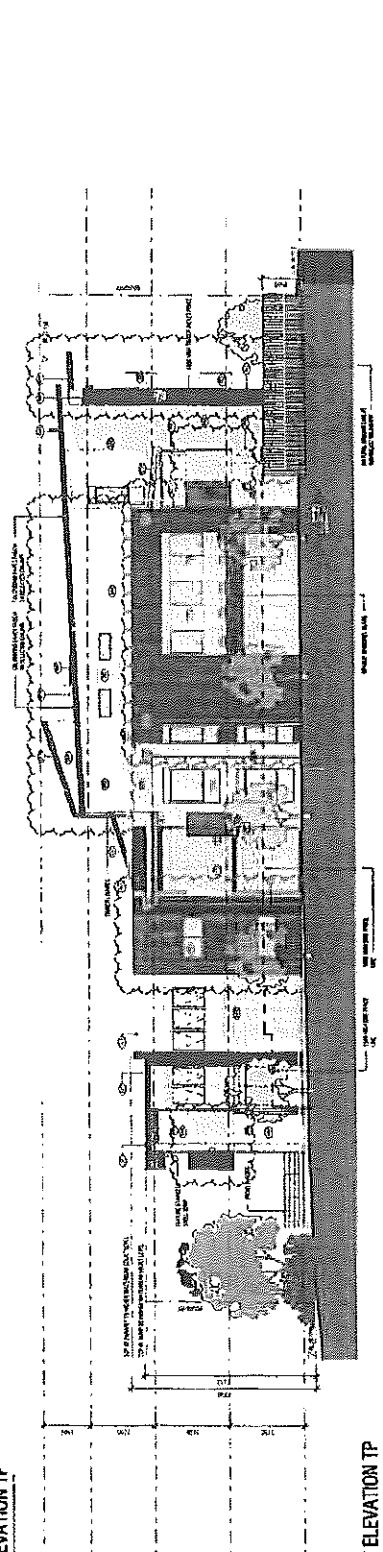
SCALE:
 1/8" = 1'-0"

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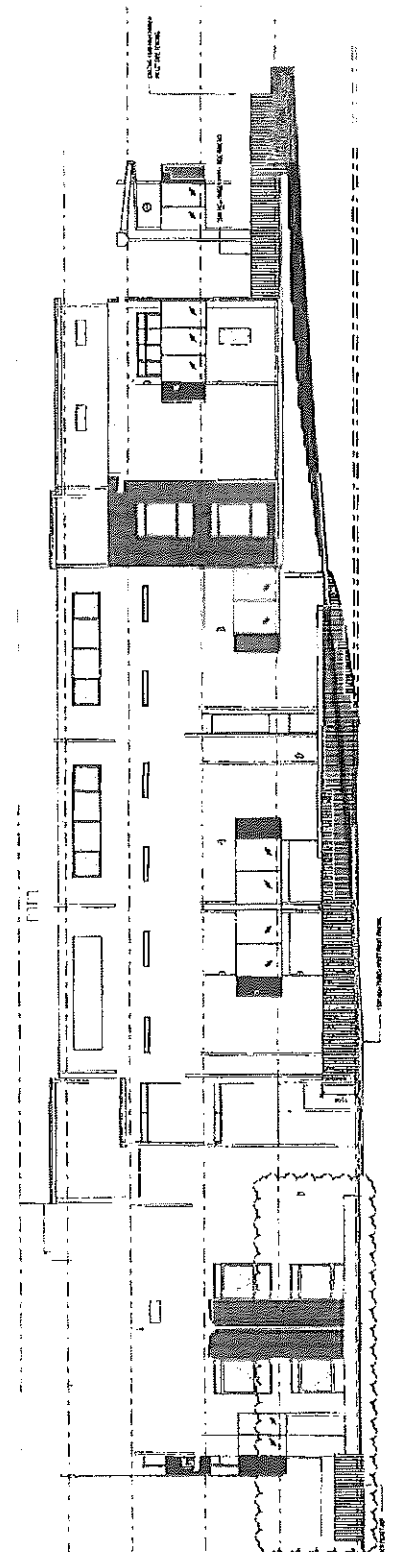
PROJECT: **WATERGARDEN COURT, WESTERBURY, CONNECTICUT**
 ARCHITECT: **J.A. JACOBI & ASSOCIATES, INC.**
 PROJECT NO.: **WY-2012-0115**
 SHEET NO.: **01**
 DATE: **10/20/12**



1 **SOUTHWEST ELEVATION TP**
1:100



2 **SOUTHEAST ELEVATION TP**
1:100



3 **FENCING ELEVATION TP**
1:100

mja

PROJECT: **WATERGARDEN COURT, WESTERBURY, CONNECTICUT**
 ARCHITECT: **J.A. JACOBI & ASSOCIATES, INC.**
 PROJECT NO.: **WY-2012-0115**
 SHEET NO.: **01**
 DATE: **10/20/12**

DATE PLOTTED: 10/20/12
PLotted BY: JAC

SCALE: 1/8" = 1'-0"
DATE: 10/20/12
BY: JAC

PROJECT: WATERGARDEN COURT, WESTERBURY, CONNECTICUT

PROJECT NUMBER: WY-2012-0115

PROJECT NAME: WATERGARDEN COURT, WESTERBURY, CONNECTICUT

PROJECT ADDRESS: 10 WATERGARDEN COURT, WESTERBURY, CONNECTICUT 06091

PROJECT PHONE: 860-382-4600

PROJECT FAX: 860-382-4601

PROJECT EMAIL: JAC@MJA.COM

PROJECT WEBSITE: WWW.MJA.COM

PROJECT URL: WWW.MJA.COM

PROJECT CONTACT: JAC@MJA.COM

PROJECT CONTACT: JAC@MJA.COM

PROJECT CONTACT: JAC@MJA.COM

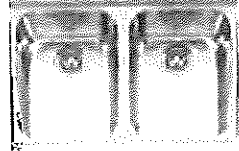

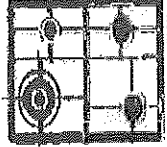
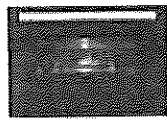
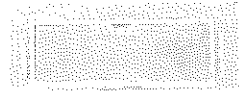

Schedule 2 – Finishes, Fixtures and Fittings

-

SCHEDULE 01.
NATURAL COLOURS
FIXTURES
FITTINGS
EQUIPMENT

watergum.

ON THE PARK

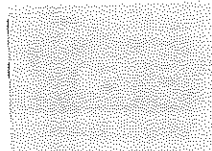
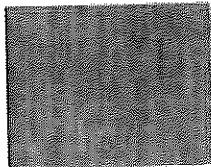
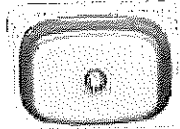


| CODE | ITEM | DESCRIPTION | IMAGE | SUPPLIER |
|----------------|--------------------|--|---|------------|
| KITCHEN | | | | |
| CS01 | SS Kitchen Sink | Double Bowl With Cutting Board and Drainer Basket |  | Builder |
| TAP01 | Kitchen Sink Mixer | Bloc Chrome Sink Mixer |  | Reece |
| CT. | Cooktop | ARTUSI 600mm 4-Burner Gas Cooktop with FFD Stainless Steel Product Code: AGH65X |  | Artusi |
| OV. | Oven | ARTUSI 600mm 65L 'Maximus Series' 9 Function Oven Stainless Steel |  | Artusi |
| RH. | Range Hood | ARTUSI 600mm Undermount Rangehood Grey PowderCoat Product Code: AUM60 |  | Artusi |
| DW. | Dishwasher | ARTUSI 600mm 13 plc Built-in Dishwasher, Stainless Steel Product Code: ADW5000X |  | Artusi |
| ST01 | Bench top | Smartstone, Santorini 20mm thick with 40mm at return edges | | Smartstone |

DISCLAIMER | The developer may at their discretion substitute items listed on this schedule with other items or similar quality.

SCHEDULE 02.
 NATURAL COLOURS
 FIXTURES
 FITTINGS
 EQUIPMENT

watergum.

ON THE PARK


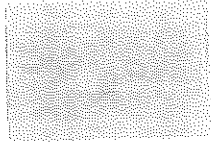
| CODE | ITEM | DESCRIPTION | IMAGE | SUPPLIER |
|----------------|--------------------------|--|---|-----------|
| CB01 | Splashback | Glass, Zurich | | Builder |
| LAM01 | Cupboards | Wilsonart Laminate Natural Ash Product Code: 4280 WM |  | Wilsonart |
| WP01 | Wall paint | Haymes Paint Off White W05 | | Builder |
| FL01 | Floor Timber | Laminate Manhattan Country Oak |  | Builder |
| BL | Blinds | Block Out: Villa. Product Code: 82001 Solar Protection: M-Screen Product Code 8505 | | Mermet |
| LAUNDRY | | | | |
| CS02 | SS Sink | 45Litre Flushline Tub |  | Builder |
| TAP02 | Tapset Wall Mounted | Phoenix Gen Y Lever Wall Mounted Tapset |  | Reece |
| TAP03 | Washing Machine Assembly | Phoenix Gen Y Lever Wall Washing Machine Stop Set |  | Reece |

DISCLAIMER | The developer may at their discretion substitute items listed on this schedule with other items or similar quality.



SCHEDULE 03.
NATURAL COLOURS
FIXTURES
FITTINGS
EQUIPMENT

watergum.

ON THE PARK

| CODE | ITEM | DESCRIPTION | IMAGE | SUPPLIER |
|-------|------------|---|---|------------|
| TAP04 | Spout | Phoenix GenY 200 Wall Mounted Spout |  | Reece |
| WP01 | Wall paint | Haymes Paint. Off White W05 | | Builder |
| WT01 | Wall | Gloss Stone 200 x 400 Ceramic Tile Product Code: MARFA0104 | | Builder |
| TL02 | Floor | Outback Charcoal / At Stone Charcoal | | Builder |
| LAM01 | Cabinet | Wilsonart Laminate. Natural Ash Product Code: 4280 WM |  | Wilsonart |
| LAM02 | Bench Top | Smartstone. Santorini | | Smartstone |

BATHROOM

| | | | | |
|-------|-----------|--|---|-------|
| CS03 | Basin | Caroma Pearl. 500 Semi-Recessed Basin Product Code: 9503578 |  | Reece |
| TAP05 | Basin Tap | Ram Yeva. 150 Wall Basin Set Product Code: 2287056 |  | Reece |

DISCLAIMER | The developer may at their discretion substitute items listed on this schedule with other items or similar quality.

SCHEDULE 04.
NATURAL COLOURS
FIXTURES
FITTINGS
EQUIPMENT

watergum.

ON THE PARK



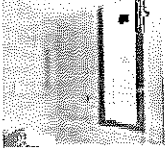


| CODE | ITEM | DESCRIPTION | IMAGE | SUPPLIER |
|-------|---------------------|--|---|------------|
| ST01 | Bench Top | Smartstone, Santorini 20mm thick with 40mm at return edges | | Smartstone |
| LAM01 | Cabinet | Wilsonart.Laminate. Natural Ash Product Code: 4280 WM |  | Wilsonart |
| WC01 | Toilet Pan | Ideal Standard Tonic Close Coupled BTW Suite Product Code: 9502996 |  | Reece |
| TPH | Toilet Paper Holder | Mizu Bloc Chrome Toilet Paper Holder Product Code: 2261886 |  | Reece |
| TAP06 | Shower Mixer | Bloc Shower Mixer Product Code: 9503678 |  | Reece |
| SD | Soap Dish | Bloc Chrome Soap Basket Product Code: 2261883 |  | Reece |

DISCLAIMER | The developer may at their discretion substitute items listed on this schedule with other items or similar quality.

SCHEDULE 05.
COLOURS
FIXTURES
FITTINGS
EQUIPMENT

watergum.

ON THE PARK

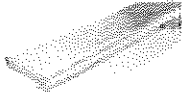

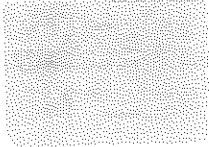
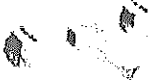


| CODE | ITEM | DESCRIPTION | IMAGE | SUPPLIER |
|------|---------------|---|---|----------|
| TR01 | Towel Rail | Bloc Double Towel Rail Product code: 2261891 |  | Reece |
| SS01 | Shower Screen | Laminated Glass Frameless Shower Screen Inline Slider |  | Builder |
| SS02 | Shower Screen | Laminated Glass Frameless Shower Screen Inline Hinged |  | Builder |
| SS03 | Shower Screen | Laminated Glass Frameless Shower Screen Corner Hinged |  | Builder |
| CH | Coat Hook | Bloc Chrome Coat Hook Product Code: 2261880 |  | Reece |
| WP01 | Wall Paint | Haymes Paint, Off White W05 | | Builder |
| WT01 | Wall | Gloss Stone 200 x400 Ceramic Tile Product Code: TAKW10405A | | Builder |
| TL02 | Floor | Outback Charcoal 400 x 400 Ceramic Tile | | Builder |

DISCLAIMER | The developer may at their discretion substitute items listed on this schedule with other items or similar quality.

SCHEDULE 06.
NATURAL COLOURS
FIXTURES
FITTINGS
EQUIPMENT

watergum.

ON THE PARK

| CODE | ITEM | DESCRIPTION | IMAGE | SUPPLIER |
|-------|---------------|--|---|------------|
| | Floor Grate | Stormtech 100AR Made-to-length Stainless Steel Floor Grate Product Code: 100ARi20MTL |  | Stormtech |
| CS03 | Basin | Caroma Pearl. 500 Semi-Recessed Basin Product Code: 9503578 |  | Reece |
| ST01 | Bench Top | Smartstone. Gelsomino 20mm thick with 40mm at return edges | | Smartstone |
| LAM01 | Cupboards | Wilsonart, Laminate, Natural Ash Product Code: 4280 WM |  | Wilsonart |
| TAP05 | Basin Tap | Ram Yeva. 150 Wall Basin Set Product Code: 2287056 |  | Reece |
| TAP06 | Shower Mixer | Bloc Shower Mixer Product code: 9503678 |  | Reece |
| SS01 | Shower Screen | Laminated Glass Frameless Shower Screen Inline Slider |  | Builder |

DISCLAIMER | The developer may at their discretion substitute items listed on this schedule with other items or similar quality.

SCHEDULE 07.
NATURAL COLOURS
FIXTURES
FITTINGS
EQUIPMENT

watergum.

ON THE PARK

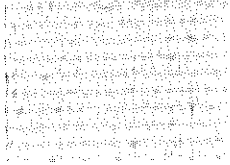
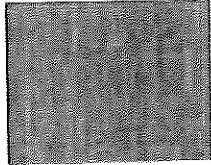
| CODE | ITEM | DESCRIPTION | IMAGE | SUPPLIER |
|------|---------------------|--|---|----------|
| SS02 | Shower Screen | Laminated Glass Frameless Shower Screen Inline Hinged |  | Builder |
| SS03 | Shower Screen | Laminated Glass Frameless Shower Screen Corner Hinged |  | Builder |
| TPH | Toilet Paper Holder | Mizu Bloc Chrome Toilet Paper Holder Product Code: 2261886 |  | Reece |
| WC01 | Toilet Pan | Ideal Standard Tonic Close Coupled BTW Suite Product Code: 9502996 |  | Reece |
| WP01 | Wall Paint | Haymes Paint. Off White W05 | | Builder |
| WT01 | Wall | Gloss Stone 200 x400 Ceramic Tile Product Code:TAKWI0405A | | Builder |
| TL02 | Floor | Outback Charcoal 400 x 400 Ceramic Tile | | Builder |

DISCLAIMER | The developer may at their discretion substitute items listed on this schedule with other items or similar quality.

SCHEDULE 08.
NATURAL COLOURS
FIXTURES
FITTINGS
EQUIPMENT

watergum.

ON THE PARK

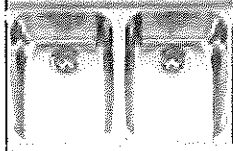

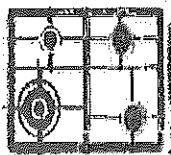
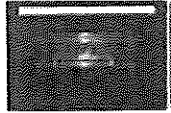
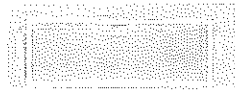

| CODE | ITEM | DESCRIPTION | IMAGE | SUPPLIER |
|-----------------------|------------------------|--|---|----------------|
| BEDROOM | | | | |
| CA01 | Carpet | Godfrey Hirst (100% Wool) Carribean Montego Bay |  | Godfrey Hirst |
| BL | Blinds | Block Out:Villa Product Code: 82001 Solar Protection: M-Screen Product Code 8505 | | Mermet |
| PATIO/ALFRESCO | | | | |
| BB | Balcony/ Balustrade | Stainless Steel Frameless Glass Obscure/Clear Laminated Glass | | Nu-Lite |
| TL03 | Floor | Dark Grey Basaltina | | Lifestiles |
| DINING/LOUNGE | | | | |
| SK | Skirting | Alu Skirting. Concealed Skirting Product Code: 11PCA100 | | Alu Skirting |
| WP01 | Wall Paint | Haymes Paint. Off White W05 | | Builder |
| FL01 | Floor Timber | Variano Espresso Blend Oak Oiled |  | Premium Floors |
| BL | Blinds | Block Out:Villa Product Code: 82001 Solar Protection. M Screen | | Mermet |

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SCHEDULE 01.
CHARCOAL COLOURS
FIXTURES
FITTINGS
EQUIPMENT

watergum.

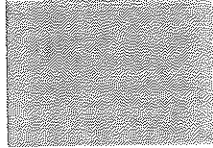
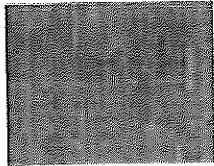
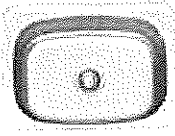


ON THE PARK

| CODE | ITEM | DESCRIPTION | IMAGE | SUPPLIER |
|----------------|--------------------|---|---|------------|
| KITCHEN | | | | |
| CS01 | SS Kitchen Sink | Double Bowl With Cutting Board and Drainer Basket |  | Builder |
| TAP01 | Kitchen Sink Mixer | Bloc Chrome Sink Mixer |  | Reece |
| CT. | Cooktop | ARTUSI 600mm 4-Burner Gas Cooktop with FFD Stainless Steel Product Code: AGH65X |  | Artusi |
| OV. | Oven | ARTUSI 600mm 65L 'Maximus Series' 9 Function Oven Stainless Steel |  | Artusi |
| RH. | Range Hood | ARTUSI 600mm Undermount Rangehood Grey PowderCoat Product Code: AUM60 |  | Artusi |
| DW. | Dishwasher | ARTUSI 600mm 3 plc Built-in Dishwasher, Stainless Steel Product Code: ADW5000X |  | Artusi |
| ST01 | Bench top | Smartstone, Santorini 20mm thick with 40mm at return edges | | Smartstone |

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SCHEDULE 02.
CHARCOAL COLOURS
FIXTURES
FITTINGS
EQUIPMENT

watergum.
ON THE PARK


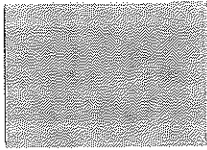
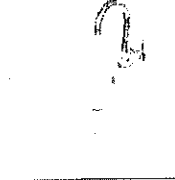

| CODE | ITEM | DESCRIPTION | IMAGE | SUPPLIER |
|----------------|---------------------|---|---|-----------|
| CB01 | Wall | Glass Fusion | | Builder |
| LAM01 | Cupboards | Wilsonart Laminate Decorative Panel Bruno Relativo 8139 Glis |  | Wilsonart |
| WP01 | Wall paint | Haymes Paint Minamilist | | Builder |
| FL01 | Floor Timber | Laminate Provincial Van Gogh |  | Builder |
| BL | Blinds | Mermet M Screen Black-out & Solar or equivalent | | Mermet |
| LAUNDRY | | | | |
| CS02 | SS Sink | 45Litre Flushline Tub |  | Builder |
| TAP02 | Tapset Wall Mounted | Phoenix Gen Y Lever Wall Mounted Tapset |  | Reece |
| TAP03 | Washing Machine | Phoenix Gen Y Lever Wall Washing Machine Stop Set |  | Reece |

DISCLAIMER | The developer may at their discretion substitute items listed on this schedule with other items or similar quality.

SCHEDULE 03.
CHARCOAL COLOURS
FIXTURES
FITTINGS
EQUIPMENT

watergum.

ON THE PARK

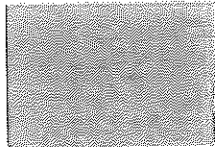




| CODE | ITEM | DESCRIPTION | IMAGE | SUPPLIER |
|----------|------------|---|---|------------|
| TAP04 | Spout | Phoenix GenY 200 Wall Mounted Spout |  | Reece |
| WP01 | Wall paint | Haymes Paint. Minimalist | | Builder |
| WT01 | Wall | Gloss Stone 200 x 400 Ceramic Tile Product Code:TAKW10405A | | Builder |
| TL02 | Floor | Milano Nero Matt 400x400 Ceramic Tile | | Builder |
| LAM01 | Cupboards | Wilsonart Laminate Decorative Panel Bruno Relativo 8139 Glis |  | Wilsonart |
| LAM02 | Bench Top | Smartstone. Santorini | | Smartstone |
| BATHROOM | | | | |
| CS03 | Basin | Caroma Pearl. 500 Semi-Recessed Basin Product Code: 9503578 |  | Reece |
| TAP05 | Basin Tap | Ram Yeva. 150 Wall Basin Set Product Code: 2287056 |  | Reece |

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SCHEDULE 04.
CHARCOAL COLOURS
FIXTURES
FITTINGS
EQUIPMENT

watergum.

ON THE PARK


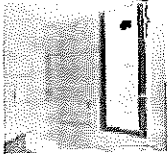

| CODE | ITEM | DESCRIPTION | IMAGE | SUPPLIER |
|-------|---------------------|--|---|------------|
| ST01 | Vanity Top | Smartstone, Santorini 20mm thick with 40mm at return edges | | Smartstone |
| LAM01 | Cupboards | Wilsonart Laminate Decorative Panel Bruno Relativo 8139 Glis |  | Wilsonart |
| WC01 | Toilet Pan | Ideal Standard Tonic Close Coupled BTW Suite Product Code: 9502996 |  | Reece |
| TPH | Toilet Paper Holder | Mizu Bloc Chrome Toilet Paper Holder Product Code: 2261886 |  | Reece |
| TAP06 | Shower Mixer | Bloc Shower Mixer Product Code: 9503678 |  | Reece |
| SD | Soap Dish | Bloc Chrome Soap Basket Product Code: 2261883 |  | Reece |

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SCHEDULE 05.
CHARCOAL COLOURS
FIXTURES
FITTINGS
EQUIPMENT

watergum.

ON THE PARK


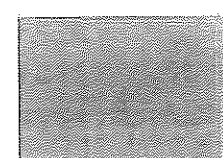




| CODE | ITEM | DESCRIPTION | IMAGE | SUPPLIER |
|------|---------------|---|---|----------|
| TR01 | Towel Rail | Bloc Double Towel Rail Product code: 2261891 | | Reece |
| SS01 | Shower Screen | Laminated Glass Frameless Shower Screen Inline Slider |  | Builder |
| SS02 | Shower Screen | Laminated Glass Frameless Shower Screen Inline Hinged |  | Builder |
| SS03 | Shower Screen | Laminated Glass Frameless Shower Screen Corner Hinged |  | Builder |
| WT01 | Wall | Gloss Stone 200 x 400 Ceramic Tile Product Code:TAKW10405A | | Builder |
| TL02 | Floor | Milano Nero Matt 400 x 400 Ceramic Tile | | Builder |

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SCHEDULE 06.
CHARCOAL COLOURS
FIXTURES
FITTINGS
EQUIPMENT

watergum.

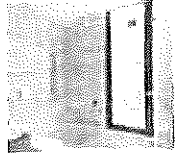



ON THE PARK

| CODE | ITEM | DESCRIPTION | IMAGE | SUPPLIER |
|-------|--------------------------|---|---|------------|
| CS03 | Basin | Caroma Pearl. 500 Semi-Recessed Basin Product Code: 9503578 |  | Reece |
| ST01 | Vanity Top | Smartstone. Santorini 20mm thick with 40mm at return edges | | Smartstone |
| LAM01 | Cupboards | Wilsonart Laminate Decorative Panel Bruno Relativo 8139 Glis |  | Wilsonart |
| TAP05 | Basin Tap | Ram Yeva. 150 Wall Basin Set Product Code: 2287056 |  | Reece |
| TAP06 | Shower Mixer | Bloc Shower Mixer Product code: 9503678 |  | Reece |
| SS01 | Shower Screen | Laminated Glass Frameless Shower Screen Inline Slider |  | Builder |
| TAP03 | Washing Machine Assembly | Phoenix Gen Y Lever Wall Washing Machine Stop Set |  | Reece |

SCHEDULE 07.
CHARCOAL COLOURS
FIXTURES
FITTINGS
EQUIPMENT

watergum.

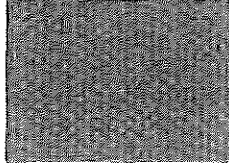
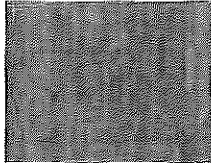
ON THE PARK

| CODE | ITEM | DESCRIPTION | IMAGE | SUPPLIER |
|------|---------------------|--|---|----------|
| SS02 | Shower Screen | Laminated Glass Frameless Shower Screen Inline Hinged |  | Builder |
| SS03 | Shower Screen | Laminated Glass Frameless Shower Screen Corner Hinged |  | Builder |
| TPH | Toilet Paper Holder | Mizu Bloc Chrome Toilet Paper Holder Product Code: 2261886 |  | Reece |
| WC01 | Toilet Pan | Ideal Standard Tonic Close Coupled BTW Suite Product Code: 9502996 |  | Reece |
| WT01 | Wall | Gloss Stone 200 x 400 Ceramic Tile Product Code: TAKW10405A | | Builder |
| TL02 | Floor | Milano Nero1 400 x 400 Ceramic Tile | | Builder |

DISCLAIMER | The developer may at their discretion substitute items listed on this schedule with other items of similar quality.

SCHEDULE 08.
CHARCOAL COLOURS
FIXTURES
FITTINGS
EQUIPMENT

watergum.
 ON THE PARK

| CODE | ITEM | DESCRIPTION | IMAGE | SUPPLIER |
|-----------------------|------------------------|---|---|---------------|
| BEDROOM | | | | |
| CA01 | Carpet | Godfrey Hirst (100% Wool) Carramar Coal Ash |  | Godfrey Hirst |
| BL | Blinds | Block Out: Villa Product Code: 82001 Solar Protection: M-Screen Product Code 8505 | | Mermet |
| PATIO/ALFRESCO | | | | |
| BB | Balcony/ Balustrade | Stainless Steel Frameless Glass Obscure/Clear Laminated Glass | | Nu-Lite |
| TL03 | Floor | 600x300 Lifestile Porcelain Tile Product Code:VPWG06 | | Lifestiles |
| DINING/LOUNGE | | | | |
| SK | Skirting | Alu Skirting, Concealed Skirting Product Code: 11PCA100 | | Alu Skirting |
| WP01 | Wall Paint | Haymes Paint, Minimalist | | Builder |
| FL01 | Floor | Laminate Provincial Van Gogh |  | Builder |
| BL | Blinds | Mermet M Screen Black-Out and Solar or Equivalent. | | Mermet |

DISCLAIMER | The developer may at their discretion substitute items listed on this schedule with other items of similar quality.

**WERRIBEE DISTRICT HOSPITAL ESTATE PTY. LTD.
ACN 115 468 409**

(Vendor)

VENDOR'S STATEMENT

PROPERTY: Unit , 10-14 Watergum Court, Werribee 3030

**KENNEDY GUY Solicitors
Solicitors
20 Withers Street
SUNSHINE 3020**

**Tel: 9311 8511
Fax: 9312 4990
Ref: P.Guy/wc 20167538**

**VENDOR'S STATEMENT TO THE PURCHASER
OF REAL ESTATE PURSUANT TO
SECTION 32 OF THE SALE OF LAND ACT 1962 ("the Act")**

VENDOR **WERRIBEE DISTRICT HOSPITAL ESTATE PTY. LTD. ACN 115 468 409**

PROPERTY UNIT , 10-14 WATERGUM COURT, WERRIBEE 3030

IMPORTANT NOTICE TO PURCHASERS

The use to which you propose to put the property may be prohibited by planning or building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy. You should check with the appropriate authorities as to the availability (and cost) of providing any essential services not connected to the property.

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

You may be liable to pay a growth areas infrastructure contribution when you purchase this property. The instrument of transfer cannot be lodged for registration with the Registrar of Titles until the contribution is paid in full or an exemption from, or reduction of, the whole or part of the liability to pay the contribution is granted and any remainder of the contribution is paid or there has been a deferral of the whole or part of the liability to pay the contribution. The transfer may also be exempted from a growth areas infrastructure contribution in certain situations. It is in your interest to obtain advice as to any potential liability before you commit yourself to buy.

1. RESTRICTIONS - Information concerning any easement, covenant or other similar restriction affecting the Property (registered or unregistered) -
 - 1.1 Description -
 As set out in the attached copies of Title documents (if any)
 - 1.2 Particulars of any existing failure to comply with their terms are as follows -
 To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant, caveat or similar restriction.
2. PLANNING AND PLANNING OVERLAYS AND ROAD ACCESS - Information concerning any planning instrument - **is contained in the attached certificate. There is access to the property by road.**
3. OUTGOINGS AND STATUTORY CHARGES - Information concerning any rates, taxes, charges or other similar outgoings (including any Body Corporate charges) AND any interest payable on any part of them -
 - 3.1 Is contained in the attached certificate/s.
 - 3.2 Their total does not exceed \$4,000.00
 - 3.3 The amount owing under any other registered or unregistered statutory charge that secures an amount due under any other legislation is -
 Nil

4. SERVICES

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

| | | | | |
|---|---|---|---|--|
| Electricity Supply <input checked="" type="checkbox"/> | Gas supply <input checked="" type="checkbox"/> | Water supply <input checked="" type="checkbox"/> | Sewerage <input checked="" type="checkbox"/> | Telephone services <input checked="" type="checkbox"/> |
|---|---|---|---|--|

5. BUILDING APPROVALS AND INSURANCE - particulars of any building approval granted during the past seven years under the Building Control Act 1981 or the Building Act 1993 (required only where the property includes a residence) -

no such approval has been issued.

Particulars of any guarantee issued in the past six years under the House Contracts Guarantee Act 1987 (required where the property includes a residence constructed by an owner-builder) -

no such guarantee has been issued;

Particulars of any required insurance effected in the past six years and six months under the Building Act 1993 (required where the property includes a residence to which s.137B Building Act 1993 applies) -

no such insurance has been effected.

6. NOTICES - Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal affecting the Property of which the Vendor might reasonably be expected to have knowledge, including any -

- 6.1 affecting the Owners Corporation and liabilities (whether contingent, proposed or otherwise), including any relating to the undertaking of any repairs to the Property -
- 6.2 notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes -
- 6.3 notice pursuant to Section 6 of the Land Acquisition and Compensation Act 1986 -

Nil

BUT NOTE: *The Vendor has no means of knowing of all decisions of Public Authorities and Government Departments affecting the property unless communicated to the Vendor. Accordingly, the Purchaser should make his own enquiries of the relevant authorities.*

7. OWNERS CORPORATION - Land is not affected by an owners corporation within the meaning of the *Owners Corporations Act 2006*:

Not Applicable.

8. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION

This land is not subject to a work-in-kind agreement or liability to pay any growth area infrastructure contribution

9. BUSHFIRE PRONE AREA

See attached Certificate

10. TITLE - Attached are copies of the following documents concerning the title -

- 10.1 Register Search Statement and the document or part of the document referred to as a diagram location in the Register Search Statement that identifies the land and its location being Certificate of Title Volume 11088 Folio 213.
- 10.2 Plan of Subdivision PS 518381X
- 10.3 Proposed Plan of Subdivision PS 807077Q
- 10.4 Planning Permit WYP6559/13
- 10.5 Planning Property Report

- 10.6 Wyndham City Council Land Information Certificate
- 10.7 City West Water Information Statement
- 10.8 Land Tax Clearance Certificate
- 10.9 VicRoads Certificate
- 10.10 Designated Bushfire Prone Areas Certificate

11. **DUE DILIGENCE CHECKLIST**

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

DATE OF THIS STATEMENT: 15 / 6 / 2016 ²⁰¹⁷

Signature/s of the Vendor

For and on behalf of Werribee District Hospital Estate Pty. Ltd.

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

DATE OF THIS ACKNOWLEDGEMENT: / / 2016

Signature/s of the Purchaser

NOTE: Where the property is sold under a Terms Contract or subject to a Mortgage an Additional Vendor Statement is attached.

Due Diligence Checklist

What you need to know before buying a residential property



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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

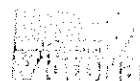
Is there any earth resource activity such as mining in the area?

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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



Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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



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REGISTER SEARCH STATEMENT (Title Search) Transfer of
Land Act 1958
VOLUME 11088 FOLIO 213

Page 1 of 1

Security no : 124063461730M
Produced 24/11/2016 02:03 pm

LAND DESCRIPTION

Lot 10 on Plan of Subdivision 518381X.
PARENT TITLE Volume 10269 Folio 306
Created by instrument PS518381X 01/09/2008

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
WERRIBEE DISTRICT HOSPITAL ESTATE PTY LTD of 108 WATTON STREET WERRIBEE VIC
3030
PS518381X 01/09/2008

ENCUMBRANCES, CAVEATS AND NOTICES

STATUTORY CHARGE Section 96(1) Land Tax Act 2005
AJ549391U 15/03/2012

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

DIAGRAM LOCATION

SEE PS518381X FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 10-14 WATERGUM COURT WERRIBEE VIC 3030

DOCUMENT END



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Land Victoria.

| | |
|---|-------------------------|
| Document Type | plan |
| Document Identification | PS518381X |
| Number of Pages (excluding this cover sheet) | 2 |
| Document Assembled | 24/11/2016 14:07 |

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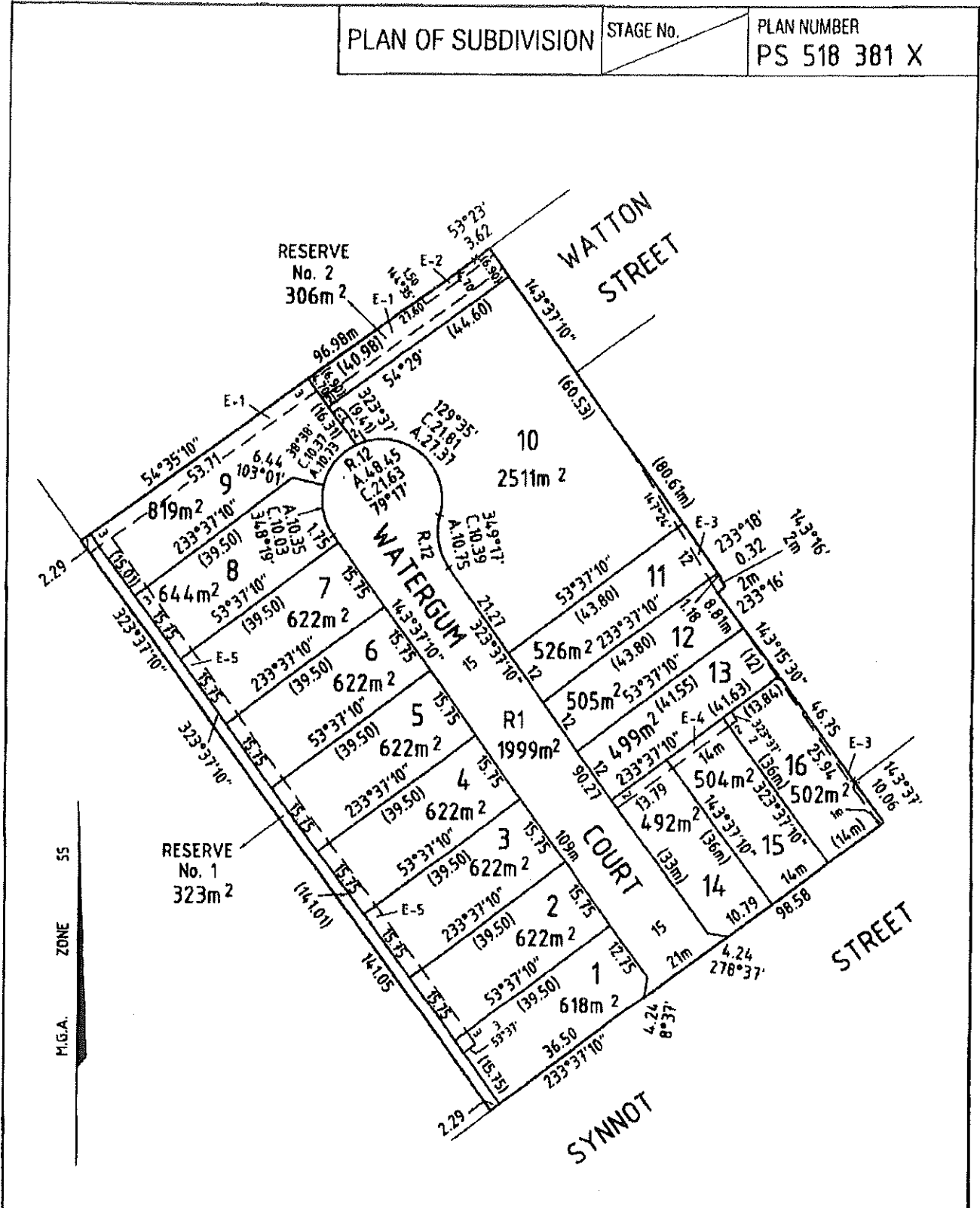
| | | | | |
|---|--------------------------|----------------|--|------------------------------------|
| PLAN OF SUBDIVISION | | Stage No. | LTO USE ONLY EDITION 1 | Plan Number PS 518 381 X |
| LOCATION OF LAND PARISH: DEUTGAM TOWNSHIP: WERRIBEE SECTION: 5 A CROWN ALLOTMENT: 4 CROWN PORTION: LTO BASE RECORD: VICMAP (METRO) TITLE REFERENCES: Vol. 10269 Fol. 306 LAST PLAN REFERENCE/S: OP 114719 POSTAL ADDRESS: 124 - 126 SYNNOT STREET, (At time of subdivision) WERRIBEE 3030 MGA Co-ordinates E 293 610 ZONE: 55 (of approx centre of land in plan) N 5 801 915 | | | COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: WYNDHAM CITY COUNCIL REF: WYP0017/05 WYS0005/05 1. This plan is certified under Section 6 of the Subdivision Act 1988. 2. This plan is certified under Section 11(7) of the Subdivision Act 1988. Date of original certification under Section 6 3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988 OPEN SPACE (i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has not been made (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council Delegate Council Seal Date 19/12/07 Re-certified under Section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / / | |
| VESTING OF ROADS AND/OR RESERVES | | | | |
| IDENTIFIER | COUNCIL / BODY / PERSON | | | |
| ROAD R1 | CITY OF WYNDHAM | | | |
| RESERVE No. 1 | CITY OF WYNDHAM | | | |
| RESERVE No. 2 | CITY OF WYNDHAM | | | |
| NOTATIONS | | | | |
| STAGING This is not a staged subdivision. Planning permit No. | | | | |
| DEPTH LIMITATION 15 METRES | | | | |
| OTHER PURPOSE OF THE PLAN - TO VARY EASEMENT E-1 BY DIRECTION OF CITY OF WYNDHAM PLANNING PERMIT No. WYP0017/05 | | | | |
| SURVEY. THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No. (s) IN PROCLAIMED SURVEY AREA No. | | | | |
| EASEMENT INFORMATION | | | | |
| LEGEND | A - Appurtenant Easement | | E - Encumbering Easement | |
| | | | R - Encumbering Easement (Road) | |
| Easement Reference | Purpose | Width (Metres) | Origin | Land Benefited/in Favour Of |
| E-1 | DRAINAGE | SEE DIAG | CG VOL 10269 FOL 306 | SEE CG VOL 10269 FOL 306 |
| E-1 | DRAINAGE | SEE DIAG | THIS PLAN | WYNDHAM CITY COUNCIL |
| E-1 | SEWERAGE | SEE DIAG | THIS PLAN | CITY WEST WATER LIMITED |
| E-2 | DRAINAGE | 1.50 | CG VOL 10269 FOL 306 | SEE CG VOL 10269 FOL 306 |
| E-2 | DRAINAGE | 1.50 | THIS PLAN | WYNDHAM CITY COUNCIL |
| E-2 | SEWERAGE | 1.50 | CG VOL 10269 FOL 306 | SEE CG VOL 10269 FOL 306 |
| E-2 | SEWERAGE | 1.50 | THIS PLAN | CITY WEST WATER LIMITED |
| E-3 | SEWERAGE | SEE DIAG | CG VOL 10269 FOL 306 | SEE CG VOL 10269 FOL 306 |
| E-3 | SEWERAGE | SEE DIAG | THIS PLAN | CITY WEST WATER LIMITED |
| E-4 | DRAINAGE | 2 | THIS PLAN | WYNDHAM CITY COUNCIL |
| E-5 | SEWERAGE | 3 | THIS PLAN | CITY WEST WATER LIMITED |
| E-6 | DRAINAGE | 3 | THIS PLAN | WYNDHAM CITY COUNCIL |
| P.M.KENNEDY LICENSED LAND SURVEYOR 10 BINDOWAN DRIVE HOPPERS CROSSING 3029 TEL: 9748 3777 FAX: 9748 3686 | | | LICENSED SURVEYOR (PRINT) PAUL MATHIAS KENNEDY SIGNATURE DATE 05 / 06 / 07 REF 12069 VERSION 4 | |
| LTO USE ONLY STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT | | | | |
| RECEIVED <input checked="" type="checkbox"/> DATE 22/8/08 | | | | |
| LTO USE ONLY PLAN REGISTERED TIME 2:18 DATE 11/9/08 Randall McPhee Assistant Registrar of Titles | | | | |
| SHEET 1 OF 2 SHEETS | | | | |
| DATE 19/12/07 COUNCIL DELEGATE SIGNATURE Original sheet size A3 | | | | |

PLAN OF SUBDIVISION

STAGE No.

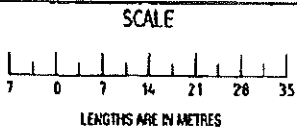
PLAN NUMBER

PS 518 381 X



M.G.A. ZONE 55

P.M.KENNEDY
LICENSED LAND SURVEYOR
 10 BINDOWAN DRIVE
 HOPPERS CROSSING 3028
 TEL: 9748 3777 FAX: 9748 3666



ORIGINAL
 SCALE 1: 700
 SHEET SIZE A3

LICENSED SURVEYOR (PRINT) PAUL MATTHIAS KENNEDY
 SIGNATURE DATE 05 / 06 / 07
 REF 12069 VERSION 4

SHEET 2 OF 2 SHEETS
 DATE / /
 COUNCIL DELEGATE SIGNATURE



**Department of Environment, Land, Water &
Planning**

Electronic Instrument Statement

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Produced: 24/11/2016 02:07:42 PM

Dealing Number: AJ549391U

Status: Registered

Date and Time Lodged: 15/03/2012 02:42:15 PM

Responsible Subscriber: COMMISSIONER OF STATE REVENUE

Customer Code: 14556U

Reference: 420041

LAND TAX CHARGE

Section 97(1) Land Tax Act 2005

The COMMISSIONER OF STATE REVENUE hereby certifies that there are arrears of Land Tax payable in respect of the land hereunder described, and requests that this charge be registered as an encumbrance on the land.

Land:

Volume 11088 Folio 213

Property Number: 36611580

Case ID: 420041

Dated: (system date)

15 March 2012

Signed by:

Chris Pournaras
(for STATE REVENUE OFFICE VICTORIA)
on behalf of STATE REVENUE OFFICE VICTORIA

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Victoria.

Statement End.

PLAN OF SUBDIVISION

EDITION 1

PS807077Q

LOCATION OF LAND

PARISH: DEUTGAM
 TOWNSHIP: WERRIBEE
 SECTION: 5A
 CROWN ALLOTMENT: 4 (PART)
 CROWN PORTION: -
 TITLE REFERENCE: VOL. 11088 FOL. 213

LAST PLAN REFERENCE: PS518381X (LOT 10)
 POSTAL ADDRESS: 10-14 WATERGUM COURT,
 (at time of subdivision) WERRIBEE, 3030.

MGA CO-ORDINATES: E: 293 618 ZONE: 55
 (of approx centre of land N: 5 801 862 MGA 84
 in plan)

VESTING OF ROADS AND/OR RESERVES

| IDENTIFIER | COUNCIL/BODY/PERSON |
|------------|---------------------|
| NIL | NIL |

NOTATIONS

Other Notations:

LOTS ON 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 ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES

NOTATIONS

DEPTH LIMITATION - 15 METRES

SURVEY:

This plan is based on survey.

STAGING:

This is not a staged subdivision.
 Planning Permit No.

This survey has been connected to permanent marks No(s).

In Proclaimed Survey Area No. NIL

SUBDIVISION (REGISTRAR'S REQUIREMENTS) REGULATIONS 2011
 APPLY TO BOUNDARIES DEFINED BY BUILDINGS.

LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:
 INTERIOR FACE: ALL BOUNDARIES

THE COMMON PROPERTY No.1 IS ALL THE LAND IN THE PARCEL EXCEPT FOR LOTS 1-41 (BOTH INCLUSIVE) AND INCLUDES THE STRUCTURE OF THE WALLS, FLOORS, AND CEILINGS WHICH DEFINE BOUNDARIES.

ALL COLUMNS, INTERNAL SERVICE DUCTS AND PIPE SHAFTS WITHIN THE BUILDING ARE DEEMED TO BE PART OF THE COMMON PROPERTY. THE POSITION OF THESE COLUMNS, DUCTS AND SHAFTS HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLIES TO THE LAND IN THIS PLAN

| Easement Reference | Purpose | Width (Metres) | Origin | Land Benefited/In Favour Of |
|--------------------|----------------------------------|----------------------------------|--|--|
| E-1 | SEWERAGE SEWERAGE SEWERAGE | SEE DIAG SEE DIAG SEE DIAG | CG VOL.10269 FOL.306 PSS10301X THIS PLAN | SEE CG VOL.10269 FOL.306 CITY WEST WATER LIMITED CITY WEST WATER CORPORATION |
| E-2 | DRAINAGE | 2 | PSS18381X | WYNDHAM CITY COUNCIL |



4A Ormond Road,
 East Geelong, 3219
 Ph.(03)52212057
 Fax(03)52215607
 Mob.0438418833
 ACN.109526244

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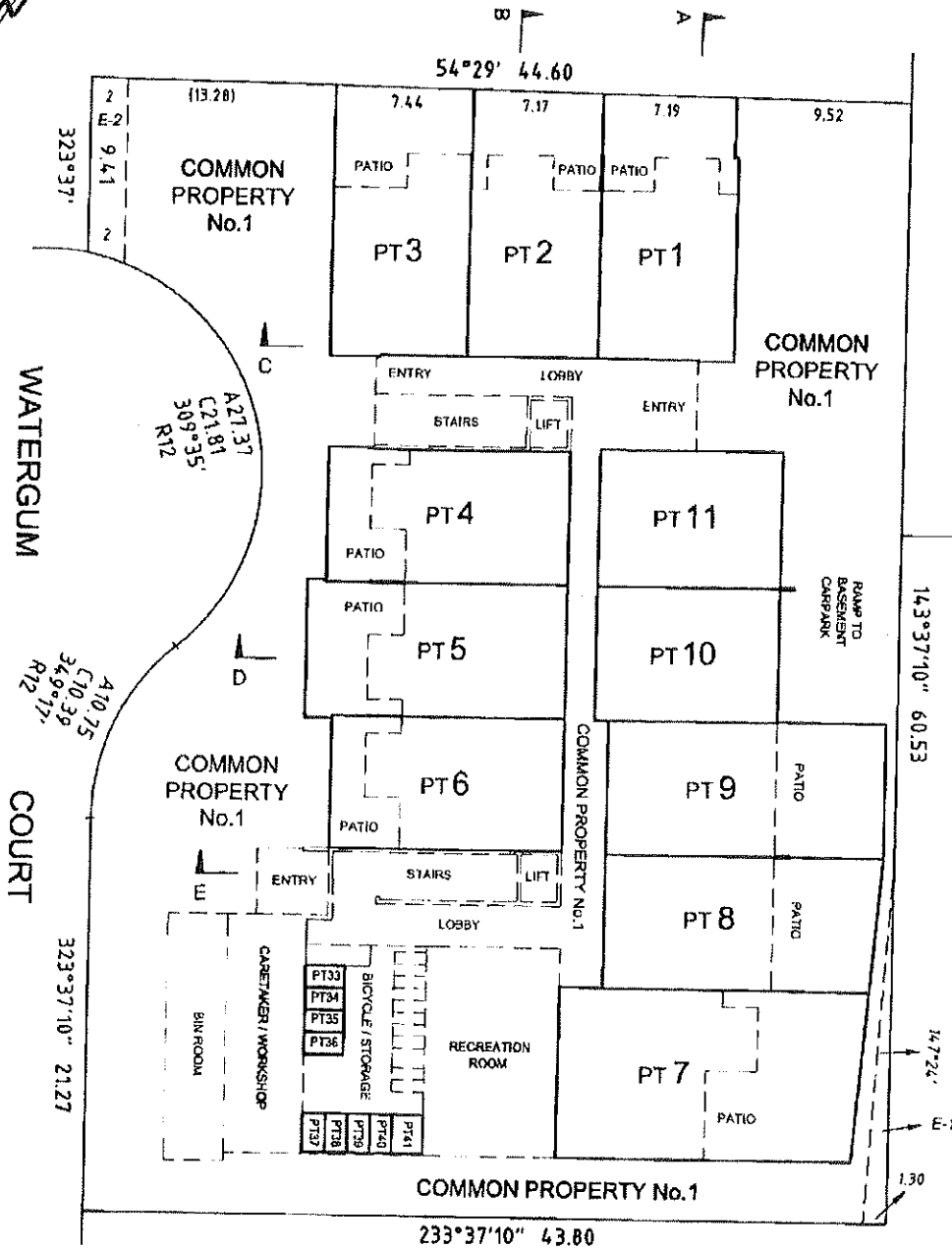
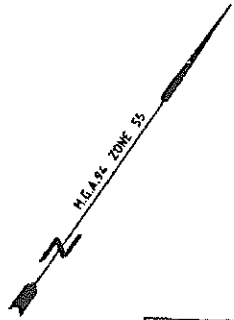
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SHEET 1 OF

RICHARD DAVID HOCKLEY - VERSION 1

PS807077Q

DIAGRAM 1
GROUND FLOOR



WATTON STREET
C'

WATERGUM

COURT

143°37'10" 60.53

323°37'10" 21.27

233°37'10" 43.80

SURVEYORS FILE REF: 1757-15



4A Ormond Road,
East Geelong, 3219
Ph.(03)52212057
Fax:(03)52215807
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ACN.109525244

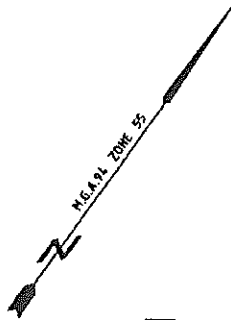
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LENGTHS ARE IN METRES

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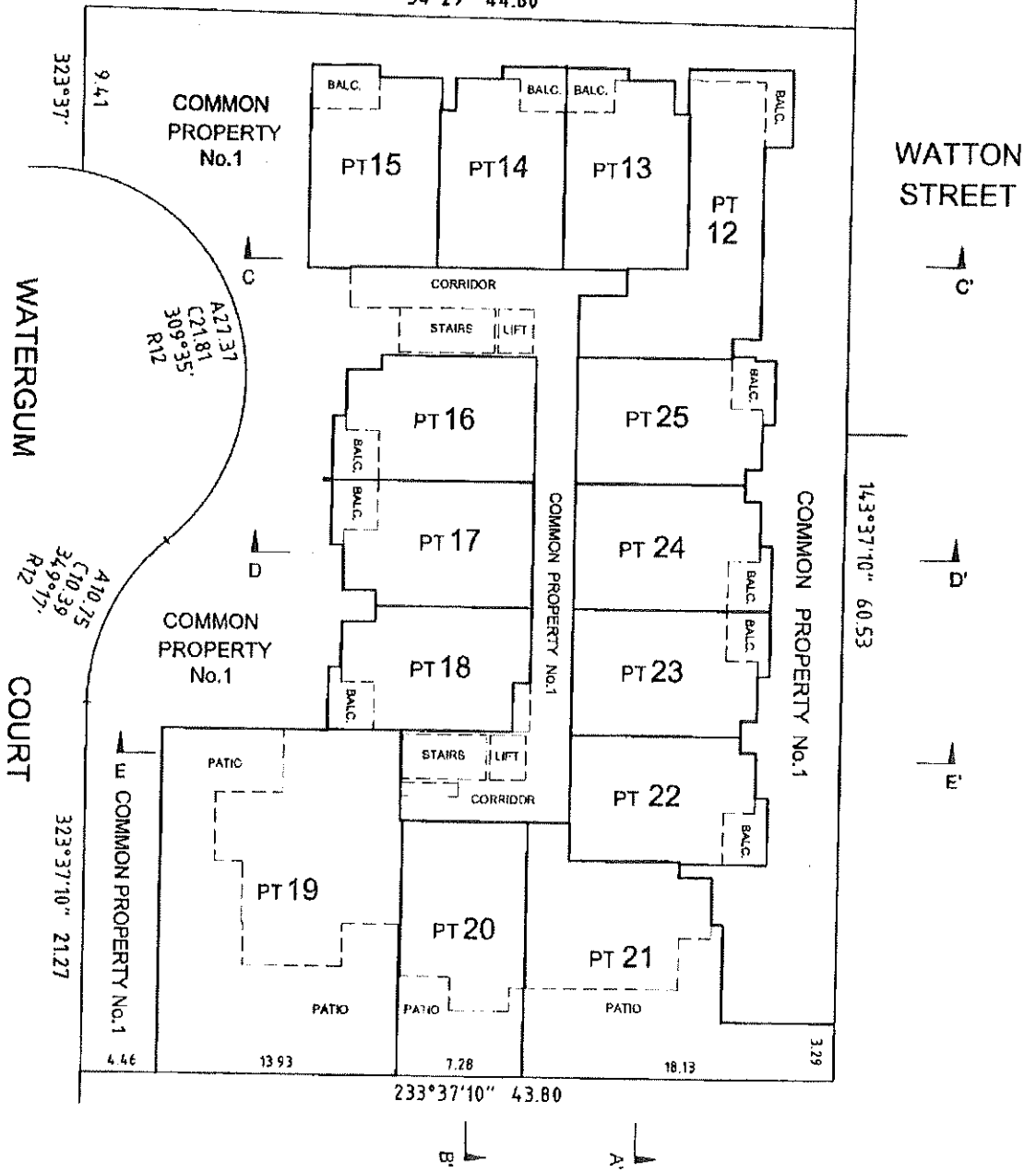
RICHARD DAVID HOCKLEY - VERSION 1

PS807077Q

DIAGRAM 2
FIRST FLOOR



54°29' 44.60



SAPS
all general surveying pty. ltd.
Geelong Warrabee

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ACN.109325244

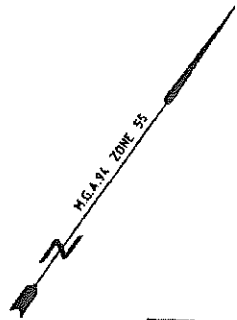
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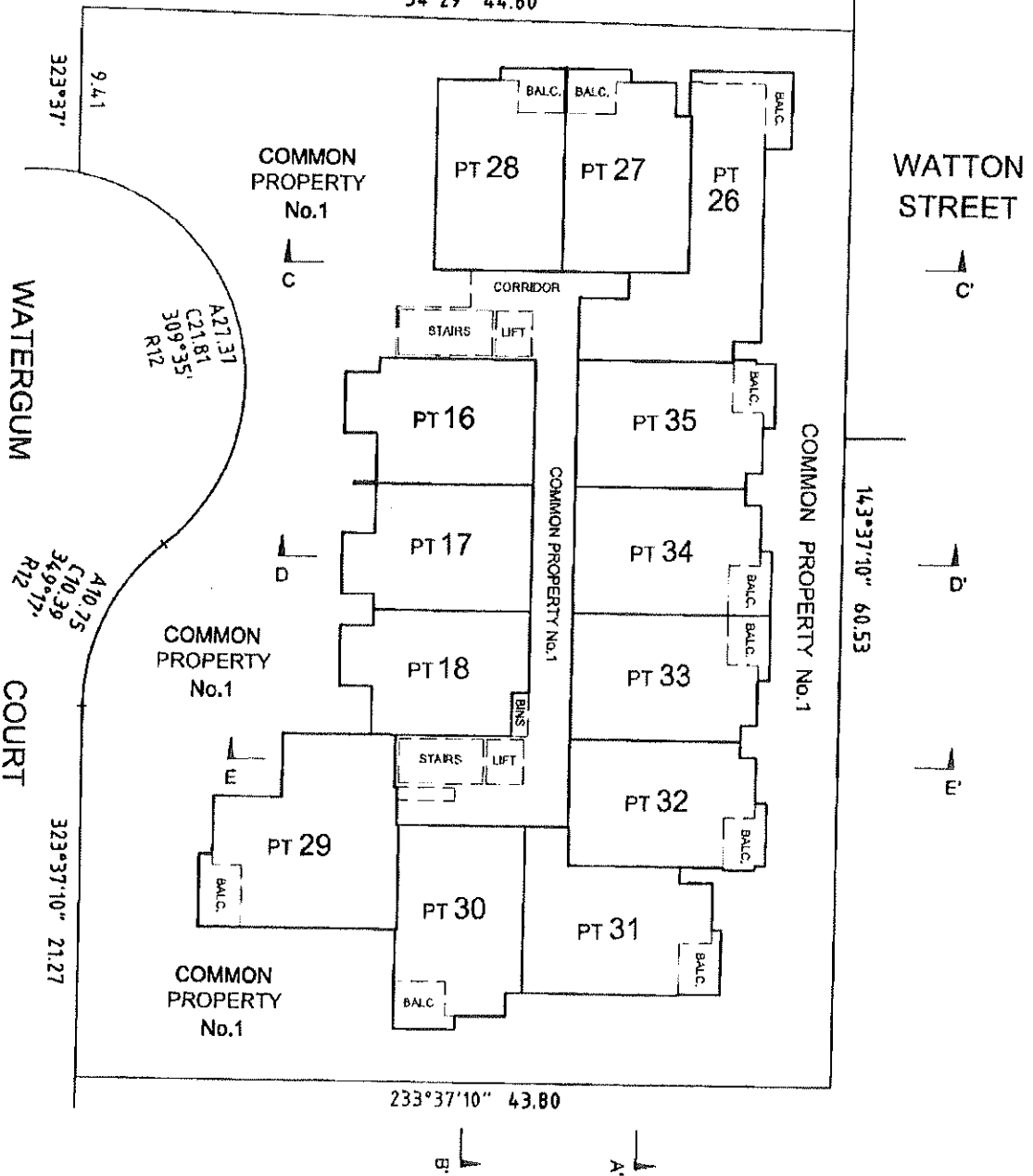
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| ORIGINAL SHEET SIZE: A3 | SHEET 3 |

PS807077Q

DIAGRAM 3
SECOND FLOOR

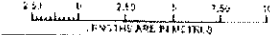


54°29' 44.60



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ACN.109525244

SCALE 1:250



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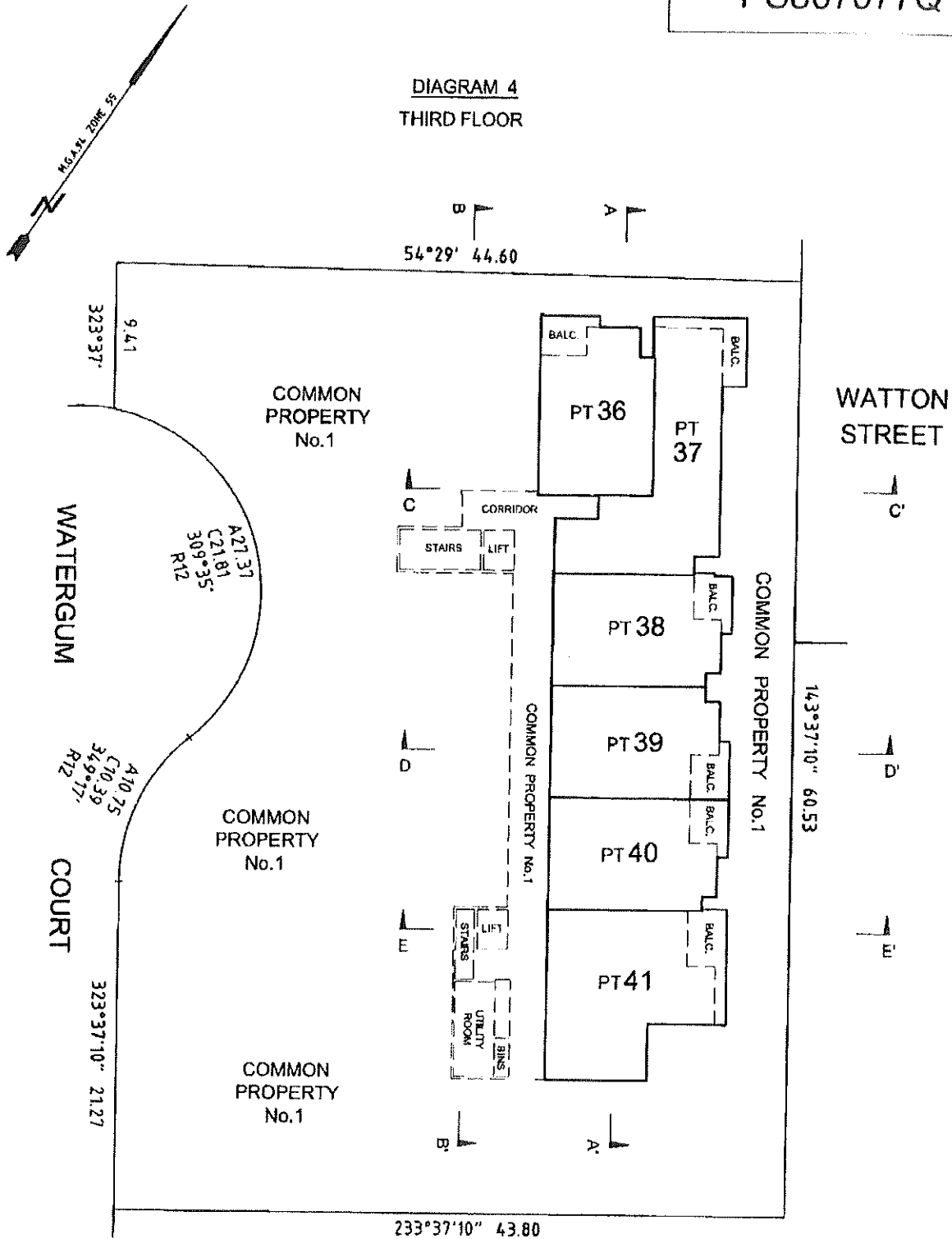
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ORIGINAL SHEET
SIZE: A3

SHEET 4

PS807077Q

DIAGRAM 4
THIRD FLOOR

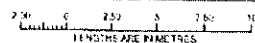


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ACN.103525244

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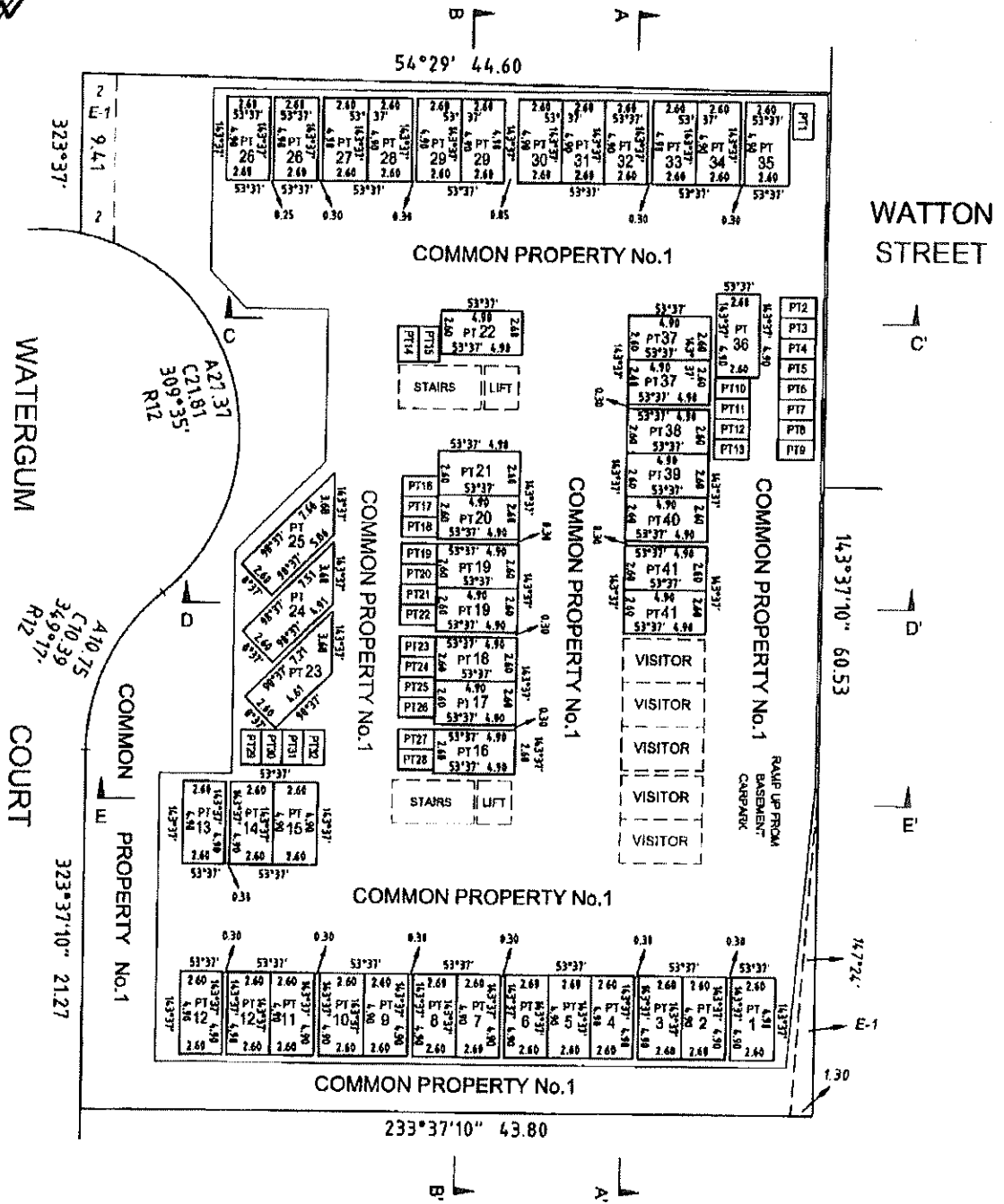
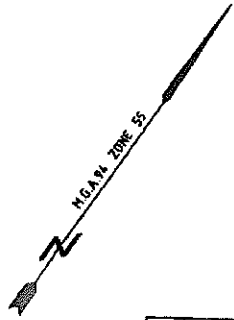
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SIZE: A3

SHEET 5

RICHARD DAVID HOCKLEY - VERSION 1

PS807077Q

DIAGRAM 5
BASEMENT LEVEL



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East Geelong, 3218
Ph.(03)62212097
Fax(03)52215807
Mob.0438418933
ACN.188525244

SCALE
1:250

1:250 0 250 500 750 1000
METRES AND METRES

RICHARD DAVID HOCKLEY - VERSION 1

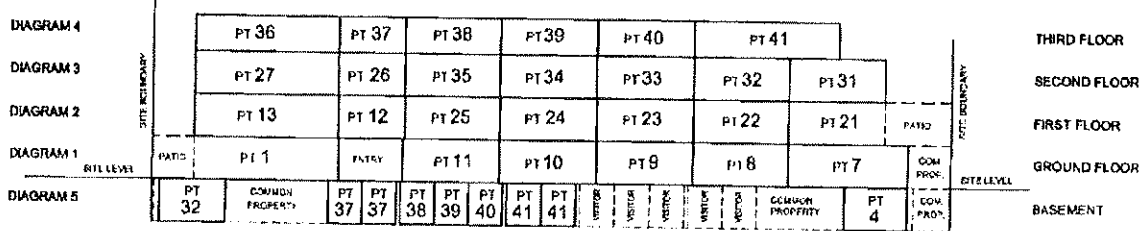
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SIZE: A3

SHEET 6

PS807077Q

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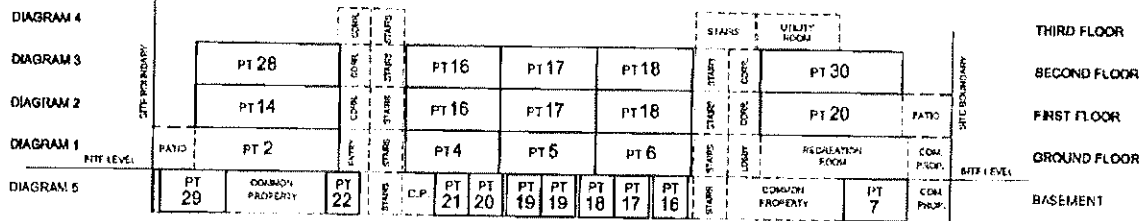
COMMON PROPERTY



COMMON PROPERTY

SECTION B-B'
NOT TO SCALE

COMMON PROPERTY



COMMON PROPERTY



64 Cranoo Road,
Fazal Gumbong, 5319
Ph: (07) 52218877
Fax: (07) 52218877
Mob: 0428411833
oas@oas.com.au
ACN: 106752244

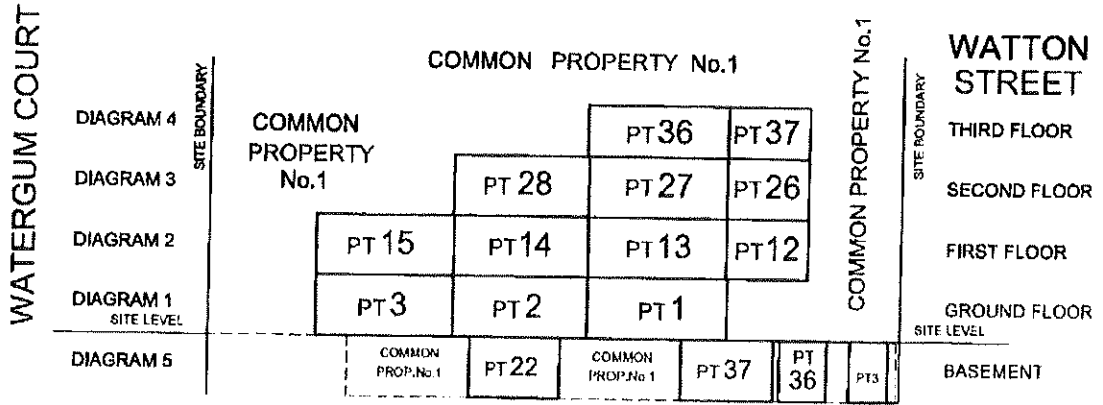
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RICHARD DAVID HOCKLEY - VERSION 1

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SHEET 7

PS807077Q

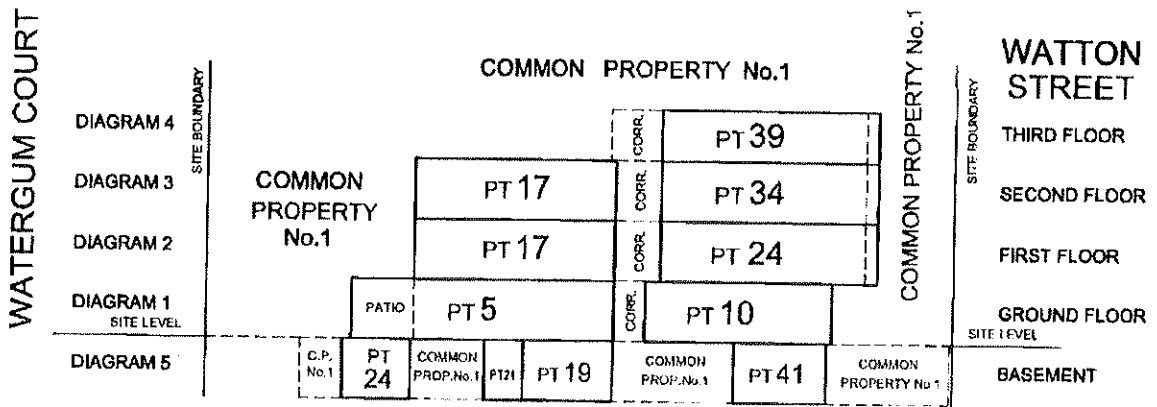
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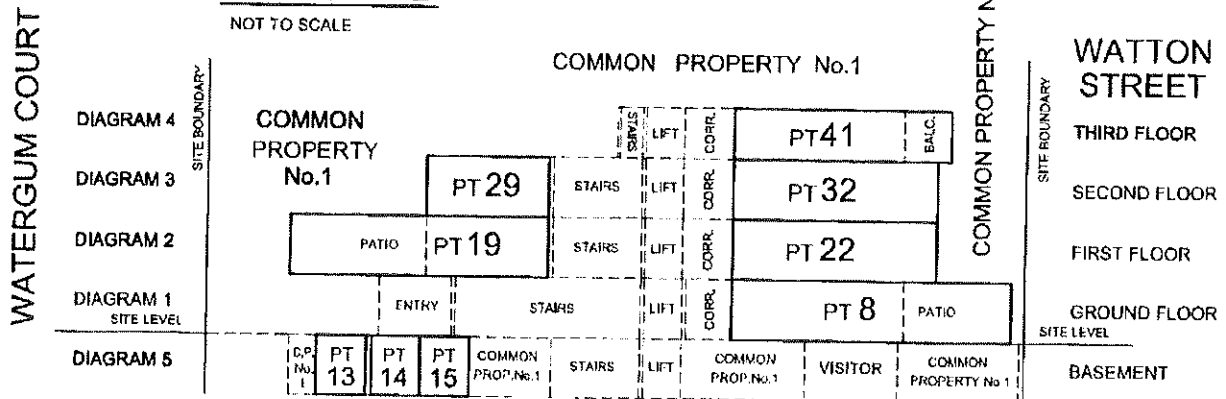
SECTION D-D'

NOT TO SCALE



SECTION E-E'

NOT TO SCALE

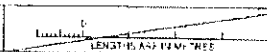


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Fax(03)52215807
Mob.0438419833
ACN.109528244

SCALE
N.T.S.



ORIGINAL SHEET
SIZE: A3

SHEET 6

RICHARD DAVID HOCKLEY - VERSION 1

OWNERS CORPORATION SCHEDULE

PS807077Q

Owners Corporation 1 Plan No. **PS807077Q**

Land affected by Owners Corporation: **LOTS 1 - 41 (BOTH INCLUSIVE) AND COMMON PROPERTY No.1**

Limitations on Owners Corporation: **Unlimited**

Notations: **Nil**

Lot Entitlement and Lot Liability

| Lot | Entitlement | Liability | Lot | Entitlement | Liability | Lot | Entitlement | Liability |
|-----|-------------|-----------|-------|-------------|-----------|-----|-------------|-----------|
| 1 | 10 | 10 | 31 | 10 | 10 | | | |
| 2 | 10 | 10 | 32 | 10 | 10 | | | |
| 3 | 10 | 10 | 33 | 10 | 10 | | | |
| 4 | 10 | 10 | 34 | 10 | 10 | | | |
| 5 | 10 | 10 | 35 | 10 | 10 | | | |
| 6 | 10 | 10 | 36 | 10 | 10 | | | |
| 7 | 10 | 10 | 37 | 10 | 10 | | | |
| 8 | 10 | 10 | 38 | 10 | 10 | | | |
| 9 | 10 | 10 | 39 | 10 | 10 | | | |
| 10 | 10 | 10 | 40 | 10 | 10 | | | |
| 11 | 10 | 10 | 41 | 10 | 10 | | | |
| 12 | 10 | 10 | | | | | | |
| 13 | 10 | 10 | | | | | | |
| 14 | 10 | 10 | | | | | | |
| 15 | 10 | 10 | | | | | | |
| 16 | 10 | 10 | | | | | | |
| 17 | 10 | 10 | | | | | | |
| 18 | 10 | 10 | | | | | | |
| 19 | 10 | 10 | | | | | | |
| 20 | 10 | 10 | | | | | | |
| 21 | 10 | 10 | | | | | | |
| 22 | 10 | 10 | | | | | | |
| 23 | 10 | 10 | | | | | | |
| 24 | 10 | 10 | | | | | | |
| 25 | 10 | 10 | | | | | | |
| 26 | 10 | 10 | | | | | | |
| 27 | 10 | 10 | | | | | | |
| 28 | 10 | 10 | | | | | | |
| 29 | 10 | 10 | | | | | | |
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| | | | Total | 4 10 | 4 10 | | | |



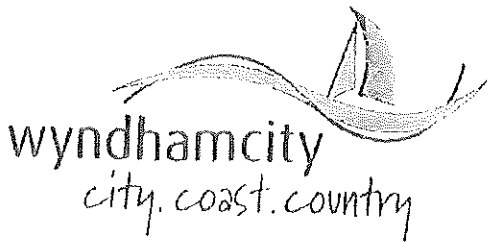
4A Ormond Road,
East Geelong, 3219
Ph: (03) 5221 2057
Fax: (03) 522 15807
Mob: 0438 419833
ACN: 109525244

SURVEYORS FILE REF: 1757-15

ORIGINAL SHEET
SIZE: A3

SHEET 1 OF 1

RICHARD DAVID HOCKLEY - VERSION 1



Civic Centre | 45 Princes Highway, Werribee, Victoria 3030, Australia
Postal | PO Box 197, Werribee, Victoria 3030, Australia
Telephone | (03) 9742 0777
Facsimile | (03) 9741 6237
TTY | (03) 9742 0817
Email | mail@wyndham.vic.gov.au

www.wyndham.vic.gov.au

DX 30266 Werribee Yc
ABN 36 393 803 860

WYP6559/13

20 May 2014

Werribee District Hospital Estate Pty Ltd
108 Watton Street
WERRIBEE VIC 3030

Dear Sir/Madam,

Planning Permit Application No.: WYP6559/13
Description: Construction of an apartment building containing 41 dwellings with basement car parking for 52 vehicles and 13 bicycle spaces; and a dispensation from the planning scheme requirements for visitor parking in accordance with the endorsed plans.
Location: 10-14 Watergum Court
WERRIBEE VIC 3030
V 11088 F 213 L 10 PS 518381 Deutgam Parish

I advise that following VCAT Order P19/2014 dated 12 May 2014, your application for a planning permit has been approved under the Wyndham Planning Scheme and the permit is enclosed.

This permit should be carefully considered as Council's approval is subject to the proposed use/development complying with all permit conditions.

If endorsed plans are not enclosed with the permit, please check the conditions to ascertain whether amended plans are required. You are reminded that the proposal permitted cannot commence before amended plans have been submitted to and approved by Council.

Should you have any further enquiries regarding the above matter, please contact me on 8734 5470.

Yours faithfully,

Tim Webb
Principal Planner

Encl.

**PLANNING
PERMIT**

Application No.: WYP6559/13
Planning Scheme: Wyndham Planning
Responsible Authority: Wyndham City Council

ADDRESS OF LAND:

Land Title: V 11088 F 213 L 10 PS 518381 Deulgam Parish
Land Address: 10-14 Watergum Court WERRIBEE VIC 3030

THE PERMIT ALLOWS:

Construction of an apartment building containing 41 dwellings with basement car parking for 52 vehicles and 13 bicycle spaces; and a dispensation from the planning scheme requirements for visitor parking in accordance with the endorsed plans.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Amended Plans

- 1 The development permitted by this permit must not be commenced until three copies of a site layout plan and elevations drawn to scale and with dimensions is submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of this permit. Such plans must be generally in accordance with Drawing Nos. TPL-02 to TPL13 and TPL13 Rev E dated 24 March 2014 prepared by V.J. Agosa & Associates Pty Ltd but amended to show:
 - (a) Deletion of the paved BBQ area from the landscaped area on the Watergum Court frontage.
 - (b) Inclusion of glazing at the western end of the internal access corridor for the second and third levels, and at the south-eastern end of the third floor level (with corresponding treatment to prevent undue overlooking), so as to increase daylight to the internal service areas.
 - (c) Screening to address internal overlooking to the satisfaction of the Responsible Authority.
 - (d) Labelling of bicycle space no. 13.

Date

Signature for the Responsible Authority



20 May 2014

Tim Webb
Principal Planner

**PLANNING
PERMIT**

Application No.: WYP6559/13
Planning Scheme: Wyndham Planning
Responsible Authority: Wyndham City Council

ADDRESS OF LAND:

Land Title: V 11088 F 213 L 10 PS 518381 Deulgam Parish
Land Address: 10-14 Watergum Court WERRIBEE VIC 3030

No Alteration Layout

- 2 The development and/or use(s) permitted by this permit as shown on the endorsed plan(s) and/or described in the endorsed documents must not be altered or modified (for any reason) except with the prior written consent of the Responsible Authority.

New Landscape Condition

- 3 Prior to the commencement of the development hereby permitted, three copies of a landscaping plan prepared by a suitably qualified person must be submitted and approved to the satisfaction of the Responsible Authority. Consideration should be given to the use of indigenous plants. All landscape plantings and treatments need to be suitable for the specific climatic and soil conditions of Wyndham.

The landscape plan will show the following:

- (a) A high quality landscape outcome, including canopy trees, to soften the appearance of the built form and screen views of the neighbouring pool.
- (b) Planting in the Watergum Court frontage particularly in front of the fences for ground floor Units 3, 4, 5 and 6 to soften the appearance to the street and increase privacy for users of the private open space.
- (c) An outline of buildings. No floor plans are to be shown on the landscape plan. However, the dimensions of the outline are to be informed by the approved site plan.
- (d) Clearly drafted at a scale of 1:100 with a north point and legend.
- (e) Clear graphics to indicate trees (deciduous or evergreen), shrubs, ground covers, and grass.
- (f) Botanical and common name, pot size, quantity, planting density and size at maturity of all plantings.

Date

Signature for the Responsible Authority



20 May 2014

Tim Webb
Principal Planner

**PLANNING
PERMIT**

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ADDRESS OF LAND:

Land Title: V 11088 F 213 L 10 PS 518381 Deutgam Parish
Land Address: 10-14 Watergum Court WERRIBEE VIC 3030

- (g) Notated planting specification drawings.
- (h) Location and depth of all surface treatments with materials and colours notated.
- (i) Outline of all built features including buildings, fences, letterboxes, clotheslines, storage, water tanks and utility structures. These structures are to be informed by the site plan.
- (j) Mark all crossovers.
- (k) Any vegetation or structures within the nature strip.

Any foundations of built structures, including any concrete areas such as paths/driveways, must be protected with appropriate tree root/moisture barriers to ensure the integrity of the foundations are not compromised.

Landscape Completed & Maintenance

- 4 The landscape area shown on the endorsed plan must be planted and maintained to the satisfaction of the Responsible Authority and once landscaped, must not be used for any other purpose except with the prior written consent of the Responsible Authority.

Construction of Footpath on Watton Street

- 5 The developer must, at no cost to the Responsible Authority, construct a footpath from the development alongside Watton Street to join the existing footpath on the north side of Watton Street. The footpath is to be constructed to the satisfaction of Council's Engineering Department.

Amenity

- 6 The development, appearance of the subject land or use permitted by this permit must not, in the opinion of the Responsible Authority, adversely affect the amenity of the locality by reason of the processes carried on; the transportation of materials,

Date

Signature for the Responsible Authority



20 May 2014

Tim Webb
Principal Planner

**PLANNING
PERMIT**

Application No.: WYP6559/13
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Responsible Authority: Wyndham City Council

ADDRESS OF LAND:

Land Title: V 11088 F 213 L 10 PS 518381 Deutgam Parish
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goods, or commodities to or from the subject land; the appearance of any buildings, works or materials; the emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, dust, waste water, waste products, grit, or oil; the presence of vermin, or otherwise. No emissions from the site are permitted to cause a nuisance to surrounding properties under the *Public Health and Wellbeing Act 2008*, *Environment Protection Act 1970* or any other legislation.

Use of Parking Areas

- 7 Areas set aside for the parking and movement of vehicles as shown on the endorsed plan(s) must be maintained in a usable and safe condition to the satisfaction of the Responsible Authority and made available for such use and must not be used for any other purpose.

Vehicular Access to Site

- 8 Vehicular access to the subject land from any roadway or service lane (and vice versa) must be by way of a vehicle crossing constructed at right angles to the road, to suit the proposed driveway and vehicles that will use the crossing. The location, design and construction of the vehicle crossing must be approved by the Council. Any existing unused crossing must be removed and replaced with concrete kerb and channel and any services or infrastructure, including street trees, that require relocation or modification as a result of proposed crossovers must be relocated or modified at the permit holders cost and to the satisfaction of the Council.

Design of Car Spaces and Accessways

- 9 Car spaces and accessways are to be designed in accordance with Clause 52.06-8 of the Wyndham Planning Scheme and to the satisfaction of the Responsible Authority.

Date

20 May 2014

Signature for the Responsible Authority



Tim Webb
Principal Planner

**PLANNING
PERMIT**

Application No.: WYP6559/13
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Conditions 10–14 provided by Council's Drainage Engineer

- 10 The whole of the subject land, including landscaped and paved areas, must be drained to the legal point of discharge to the satisfaction of the Responsible Authorities.
- 11 If new or additional drainage discharge point is required for the subject land, a separate legal point of discharge permit must be obtained from the Responsible Authorities.
- 12 The development must incorporate underground drainage to cater for 1 in 5 year return, and connect into the stormwater drainage system.
- 13 Unless approved otherwise by the Responsible Authority, provisions are to be made within the development to adequately manage any additional flow created between allowable stormwater discharge and post-development stormwater discharge.
- 14 All stormwater inlet pits from car parking and paved areas must be grated to prevent the ingress of gross pollutants into the stormwater drainage system.

Development Must Not be Occupied Until

- 15 The development permitted by this permit must not be occupied until:
 - (a) the parking area shown on the endorsed plans have been constructed to the requirements and satisfaction of the Responsible Authority; and
 - (b) the garden and landscape areas shown on the endorsed plans have been planted to the requirements and satisfaction of the Responsible Authority.

Noise Insulation of Refrigeration & Air-conditioning

- 16 Any equipment required for refrigeration, air-conditioning, heating and the like must be located on the subject land and must be suitably insulated for the purpose of reducing noise emissions, to the satisfaction of the Responsible Authority.

Date

20 May 2014

Signature for the Responsible Authority



Tim Webb
Principal Planner

**PLANNING
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Application No.: WYP6559/13
Planning Scheme: Wyndham Planning
Responsible Authority: Wyndham City Council

ADDRESS OF LAND:

Land Title: V 11088 F 213 L 10 PS 518381 Deulgam Parish
Land Address: 10-14 Watergum Court WERRIBEE VIC 3030

Construction Phase

- 17 All activities associated with the construction of the development permitted by this permit must be carried out to the satisfaction of the Responsible Authority and all care must be taken to minimise the effect of such activities on the amenity of the locality. Measures must be taken to suppress dust, noise or other emissions during construction to prevent nuisance to surrounding neighbours as defined by the *Public Health and Wellbeing Act 2008*. Construction and/or demolition works must comply with the requirements specified in the Environment Protection Authorities, Noise Control Guidelines Publication 1254, October 2008

Delivery/Waste Collection during Construction

- 18 Delivery and waste collection times are to be restricted to 7.00am – 8.00pm Monday to Saturday and 9.00am – 8.00pm Sunday and Public Holidays, in accordance with the Environmental Protection Authorities Noise Control Guidelines Publication 1254, October 2008.

Private Waste Collection

- 19 The development is to have private waste collection, undertaken at no cost to the Responsible Authority.

Waste Management Plan Requirement

- 20 Prior to the commencement of the development, a Waste Management Plan specific for the development must be submitted to and approved by the Responsible Authority. Such a plan will include the following information;
- (a) Details of separation of resources to encourage waste minimisation in accordance with the State Government's Zero Waste Strategy;
 - (b) Collection points within the development;

Date

20 May 2014

Signature for the Responsible Authority



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- (c) Use of labour and mechanical equipment to satisfy OH&S Requirements relating to waste collection and;
- (d) Method and frequency of collection.

Clotheslines

- 21 All clotheslines must be positioned so as not to be visible from any nearby street to the satisfaction of the Responsible Authority.

External Pipes

- 22 All pipes (except down-pipes), fixtures, fittings and vents servicing any building on the site must be concealed in service ducts or otherwise hidden from external view to the satisfaction of the Responsible Authority.

External Plant & Equipment

- 23 No plant, equipment, services or architectural features other than those shown on the endorsed plans are permitted above the roof level of the buildings or on external walls or on balconies without the prior written consent of the Responsible Authority.

Expiry of Permit

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

The Responsible Authority may extend the periods referred to if a request is made in writing whereby either of the following instances apply: (a) before or within 6 months after the permit expiry date, where the development allowed by the permit has not yet started, or (b) within 12 months after the permit expiry date, where the proposal allowed by the permit has lawfully started before the permit expires.

Date

Signature for the Responsible Authority



20 May 2014

Tim Webb
Principal Planner

IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

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

WHEN DOES A PERMIT BEGIN?

A permit operates:

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

WHEN DOES A PERMIT EXPIRE?

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

WHAT ABOUT APPEALS?

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

Planning Property Report

from www.dtpl.vic.gov.au/planning on 24 November 2016 02:12 PM

Address: 10-14 WATERGUM COURT WERRIBEE 3030

Lot and Plan Number: Lot 10 PS518381

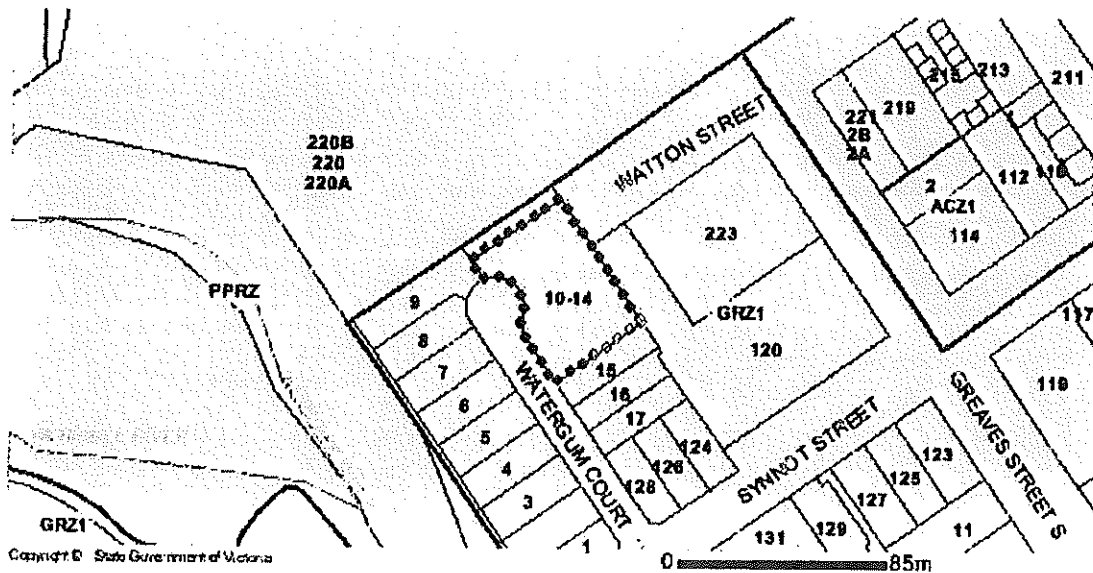
Local Government (Council): WYNDHAM Council Property Number: 173377

Directory Reference: Melway 205 H9

Planning Zone

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

SCHEDULE TO THE GENERAL RESIDENTIAL ZONE - SCHEDULE 1



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

Zones Legend

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

+++++ Railway

--- Tram

--- River, stream

--- Lake, waterbody

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Environment,
Land, Water
and Planning

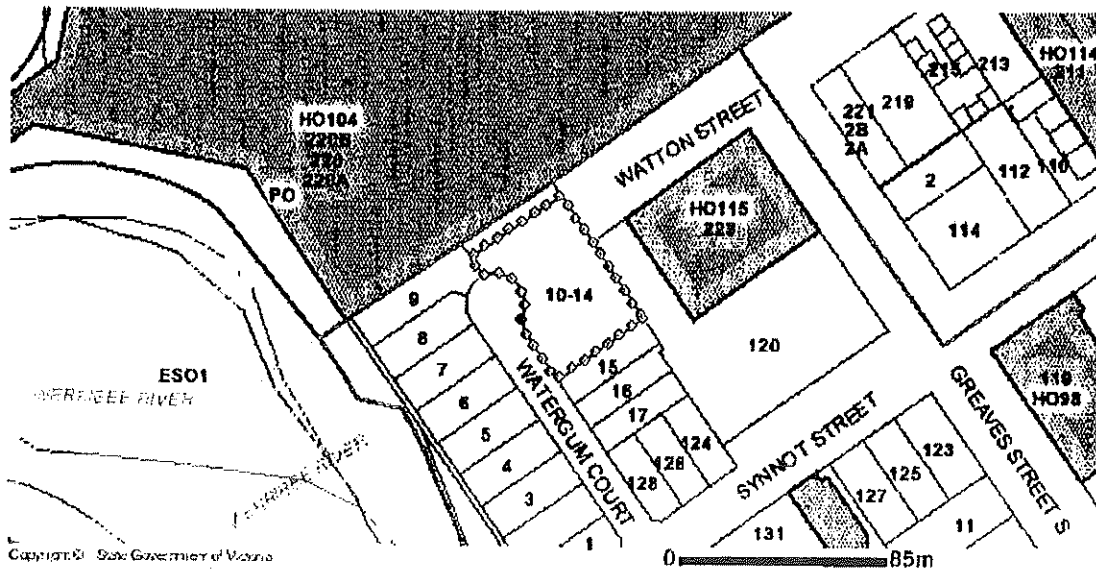
Planning Overlay

None affecting this land - there are overlays in the vicinity

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

HERITAGE OVERLAY (HO)

PARKING OVERLAY (PO)



Overlays Legend

| | |
|---------------------------------------|--------------------------------------|
| AEO - Airport Environs | LSID - Land Subject to Inundation |
| BMO - Bushfire Management (also WMO) | MAED1 - Melbourne Airport Environs 1 |
| CLPO - City Link Project | MAED2 - Melbourne Airport Environs 2 |
| DCPO - Development Contributions Plan | NCO - Neighbourhood Character |
| DDO - Design & Development | PO - Parking |
| DDOPT - Design & Development Part | PAD - Public Acquisition |
| DPO - Development Plan | RO - Restructure |
| EAO - Environmental Audit | RCO - Road Closure |
| EMO - Erosion Management | SBO - Special Building |
| ESO - Environmental Significance | SLO - Significant Landscape |
| FD - Floodway | SMD - Salinity Management |
| HO - Heritage | SRO - State Resource |
| IPO - Incorporated Plan | VPO - Vegetation Protection |
| Railway | Tram |
| River, stream | Lake, waterbody |

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

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Environment,
Land, Water
and Planning

Areas of Aboriginal Cultural Heritage Sensitivity

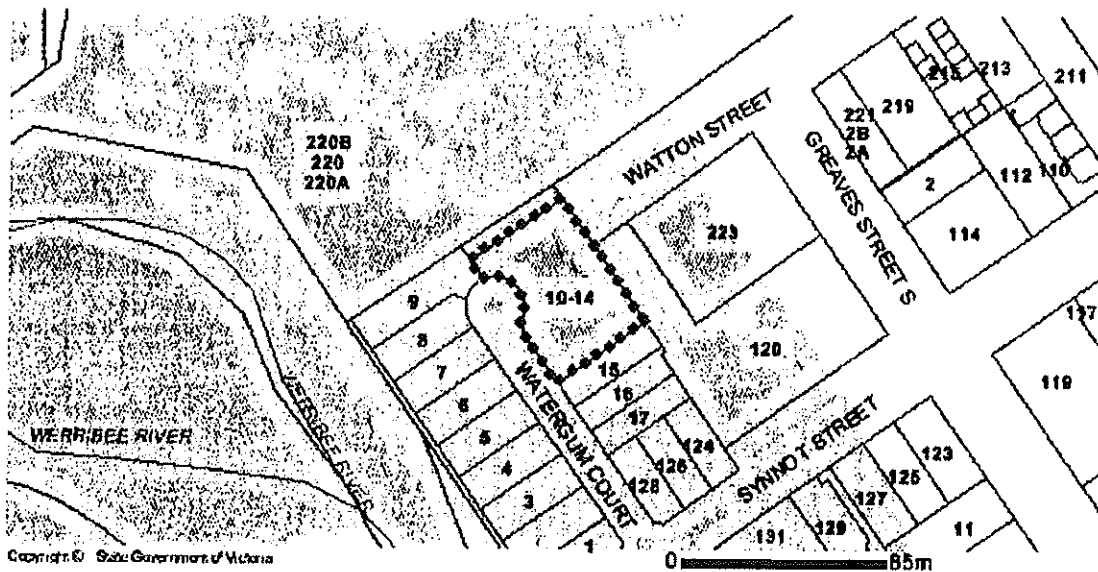
This property is within, or is affected by, one or more areas of cultural heritage sensitivity as described in the Aboriginal Heritage Regulations 2007.

The data provides indicative information about the location and extent of areas of Aboriginal cultural heritage sensitivity and is provided to assist with the decisions about the potential need to prepare a Cultural Heritage Management Plan in relation to proposed activities on this property.

For further information about whether a Cultural Heritage Management Plan is required go to [Aboriginal Heritage Planning Tool](#)

To find out if your property has any recorded Aboriginal cultural heritage places, such as scarred trees, occupation sites or places of burial, you can request information from the Victorian Aboriginal Heritage Register.

Find out more about the [Victorian Aboriginal Heritage Register](#)



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Environment,
Land, Water
and Planning

Further Planning Information

Planning scheme data last updated on 17 November 2016.

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

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

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the Planning & Environment Act 1987.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

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

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

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

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

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Department of
Environment,
Land, Water
and Planning



Civic Centre | 45 Princes Highway, Werribee, Victoria 3030, Australia
 Postal | PO Box 197, Werribee, Victoria 3030, Australia
 Telephone | (03) 9742 0777
 Facsimile | (03) 9741 6237
 Email | mail@wyndham.vic.gov.au
 www.wyndham.vic.gov.au

DX 30258 Werribee Vic
 ABN: 38 393 903 860

Your Ref: 24570138-011-6

Our Ref: LIC0178/17

Date: 22/03/2017

Landata
 DX 250639
 MELBOURNE VIC

LAND INFORMATION CERTIFICATE
Year Ending :30/06/2017
Assessment No: 173377
Certificate No: LIC0178/17
All Enquiries and Updates to 03 9742 0777



Property Description: V 11088 F 213 L 10 PS 518381 Deutgam Parish
 AVPCC Code: 100 - Vacant Residential Home Site/Surveyed Lot
 Property Situated: 10-14 Watergum Court
 WERRIBEE VIC 3030

| | | | | | |
|------------|----------|-----|----------|-----|---------|
| Site Value | \$580000 | CIV | \$580000 | NAV | \$29000 |
|------------|----------|-----|----------|-----|---------|

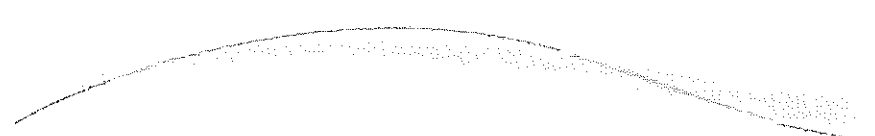
The level of valuation is 01/01/2016.
 The Date Valuation was adopted for rating purposes is 01/07/2016.

| | | |
|----------------------|-----------|-------------|
| Current Year's Rates | | |
| General VRL Rates | | \$3000.92 |
| Municipal Charge | | \$57.04 |
| Fire Services Levy | | \$179.24 |
| Current Rates Levied | \$3237.20 | |
| Less Payments | | (\$2428.20) |
| Balance Outstanding | | \$809.00 |

URGENT:- Land Clearance charges maybe pending on this property. Please contact our Legislative Services Department immediately in writing on a company letter head, by Councils fax (03 9741 6237) or email (mail@wyndham.vic.gov.au), requesting land clearance charge(s) information

| | |
|-------------------|----------|
| TOTAL OUTSTANDING | \$809.00 |
|-------------------|----------|

Council strongly recommends that an updated certificate be sought prior to any settlement of land or other reliance on this certificate. A written update will be provided free of charge for up to 3 months after the date of issue.



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

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

OTHER INFORMATION NOTICES AND ORDERS:

There is no potential Liability for Rates under the Cultural and Recreational Lands Act 1974.
There is no potential Liability for the Land to become Rateable under Section 173 or 174A of the Local Government Act 1989.
There is no Outstanding Amount to be paid for Recreational Purposes or any transfer of Land required to be made to Council for Recreational Purposes under the Local Government Act 1958.

LAND CLEARANCE CHARGES:

Directions to maintain vacant land to Council requirements all year round are in place under the Local Law.
Although there may be no charges shown on the Certificate, it is possible that a Charge OR a Notice to Comply to maintain the vacant land as required may exist by settlement date.
Please contact Council's Legislative Services Department via email at mail@wyndham.vic.gov.au to check if there are any pending Charges that are not listed but which may transfer with the property to the new owner.

FLOODING DETAILS:

"A Flood Level has not been set by Council under the Building Regulations 2006".
The land in the opinion of the Director of Infrastructure is not liable to flooding

NOTE: Whilst all efforts have been made to ensure that the information contained in this Certificate is accurate and reflects the current records of the City as at the date of the Certificate Issue, information contained in the Certificate is subject to regular update and it is strongly recommended that an updated Certificate be sought immediately prior to any settlement of land or other reliance on this Certificate.

I hereby certify that as at the Date of Issue the information given in this Certificate is a true and correct disclosure of Rates and other Monies payable to the Wyndham City Council, together with any Notice or Orders referred to in this Certificate

APPLICANT: Landata

RECEIVED THE SUM OF BEING FOR THE FEE FOR THE CERTIFICATE

REFERENCE: LIC0178/17

Lisa Sayers/Designated Officer

Payment Options



BPAY (Rates payments only)
Biller Code: 76869
Customer Reference Number: 1716789

Online via Credit Card
Visit www.wyndham.vic.gov.au
Rates Payment
Bank Reference Number: 1716789

Land Clearance Charge (if applicable)
See Reference Number above

Cheque Payment

Send cheque made payable to Wyndham City Council and a copy of this LIC to PO Box 197, Werribee, VIC 3030



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 068 902 487

ENQUIRIES
131691

REFERENCE NO.

12517490810

DATE OF ISSUE - 21/03/2017

APPLICATION NO.

744113

LANDATA COUNTER SERVICES

YOUR REF.

24570138-021-5

DELWP - ACCOUNTS PAYABLE

LOCKED BAG 32017

COLLINS ST EAST VIC 8003

SOURCE NO.

99904685210

PROPERTY: 10-14 WATERGUM COURT WERRIBEE VIC 3030

Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges

The sum of twenty four dollars and twenty cents is payable in respect of the property listed above to the end of the financial year.

| Service Charge Type | Annual charge 1/07/2016 - 30/06/2017 | Billing Frequency | Date Billed To | Year to Date Billed Amount | Outstanding Amount |
|--|--|-------------------|----------------|-------------------------------|-----------------------|
| WATERWAYS AND DRAINAGE CHARGE - RES | 96.80 | Quarterly | 31/03/2017 | 72.60 | 0.00 |
| PARKS SERVICE CHARGES | 74.37 | Annually | 30/06/2017 | 74.37 | 0.00 |
| TOTAL | 171.17 | | | 146.97 | 0.00 |

Service charges owing to 30/06/2016

0.00

Service charges owing for this financial year

0.00

Adjustments

0.00

Current amount outstanding

0.00

Plus remainder service charges to be billed

24.20

BALANCE including unbilled service charges

24.20



City West Water

ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES
131691

REFERENCE NO.

12517490810

DATE OF ISSUE - 21/03/2017

APPLICATION NO.

744113

Where applicable, this statement gives particulars of City West Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.

This installation is not supplied with water through a City West Water meter.



City West Water

ABN 70 068 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES
131691

REFERENCE NO.

12517490810

DATE OF ISSUE - 21/03/2017

APPLICATION NO.

744113

Information given pursuant to section 158 of the Water Act 1989

Melbourne Water became responsible for waterway management, floodplain management and regional drainage on Friday 18 November 2005. Melbourne Water is undertaking an ongoing process of investigation within this area which may provide additional information applicable to this property. For further information please contact Melbourne Water on 9679-7517.

Pursuant to section 144 of the Water Act 1989 City West Water has declared this property to be a serviced property for the purpose of: (a) Water supply; and (b) Sewerage services Pursuant to section 145 of the Water Act 1989, certain conditions of connection bind the owner and occupier of the property while it is connected to any of the services. For further information or to obtain conditions of connection, telephone 131 691 or visit www.citywestwater.com.au

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact City West Water on 131691.

AUTHORISED OFFICER:

SANDRA MAGANAS
CUSTOMER OPERATIONS MANAGER
CUSTOMER OPERATIONS
CITY WEST WATER CORPORATION

Unless prior consent has been obtained from both CITY WEST WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

City West Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

Please contact City West Water prior to settlement for an update on these charges and remit payment to City West Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.

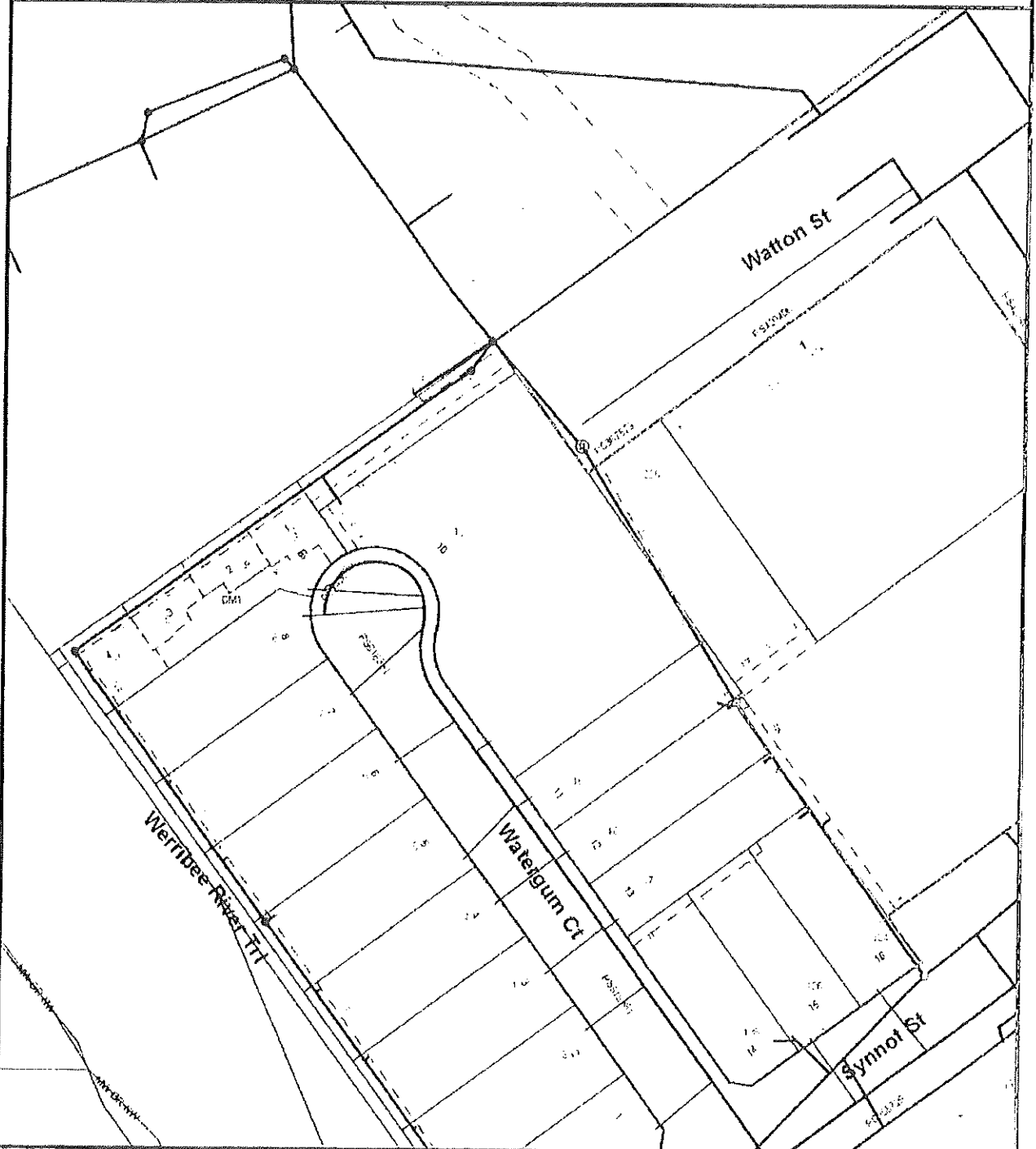


City West
Water™

Encumbrance Plan

10 WATERGUM COURT WERRIBEE 3030

Application No. 744113



LEGEND

| | | | | | |
|--|----------------------|--|--------------------------------|--|-------------------------|
| | Circular Manhole | | Recycled Water Main | | MW Sewer Main |
| | Inspection Shaft | | MW Channel | | MW Abandoned Sewer Main |
| | Sewer Main | | MW Abandoned Channel | | MW Water Main |
| | Abandoned Sewer Main | | MW Natural Waterway | | MW Abandoned Water Main |
| | Water Main | | MW Underground Drain | | MW Manhole |
| | Abandoned Water Main | | MW Abandoned Underground Drain | | MW Abandoned Manhole |



Date: 21/03/2017

Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. City West Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

Land Tax Clearance Certificate

Land Tax Act 2005



WENDY CROOK

Your Reference: LD:24570138-007-9.20167

Certificate No: 15383538

Issue Date: 04 APR 2017

Enquiries: JXD0

Land Address: 10-14 WATERGUM COURT WERRIBEE VIC 3030

| Land Id | Lot | Plan | Volume | Folio | Taxable Value | Tax Payable |
|---------------------|-----|------|--------|-------|---------------|-------------|
| REFER TO ATTACHMENT | | | | | | |

Vendor: WERRIBEE DISTRICT HOSPITAL ESTATE PTY. LTD.

Purchaser: FOR INFORMATION PURPOSES

| Current Land Tax Details | Year | Proportional Tax | Penalty/Interest | Total |
|--------------------------|------|------------------|------------------|-------|
| REFER TO ATTACHMENT | | | | |

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

Comments: Refer to attachment

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

| | |
|----------------|-----------|
| TAXABLE VALUE: | \$580,000 |
|----------------|-----------|

| | |
|-----------------|------------|
| AMOUNT PAYABLE: | \$3,445.45 |
|-----------------|------------|

Paul Broderick
Commissioner of State Revenue

Land Tax Clearance Certificate - Remittance Advice

Certificate No: 15383538

Land ID: 36611580

Amount Payable: \$3,445.45

State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

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

<0000344545<0000344545>015383538000<015383538000>424<424>

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



Certificate No: 15383538

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

For Information Only

SINGLE OWNERSHIP CALCULATION BASED ON A
TAXABLE VALUE OF \$580,000

Land Tax = \$935.00

Calculated as \$275 plus (\$580,000 - \$250,000) multiplied by
0.200 cents.

Further information

| | |
|-----------------|--|
| Internet | www.sro.vic.gov.au |
| Email | sro@sro.vic.gov.au (Attn: Land Tax) |
| Phone | 13 21 61 (local call cost) |
| Fax | 03 9628 6853 |
| Mail | State Revenue Office GPO Box 4376 MELBOURNE VIC 3001 |

Payment options

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



Payment by mail:

- State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

Land Tax Clearance Certificate

Land Tax Act 2005

Certificate No: 15383538



Land Address: 10 -14 WATERGUM COURT WERRIBEE VIC 3030

| Land Id | Lot | Plan | Volume | Folio | Taxable Value | Tax Payable |
|----------|-----|--------|--------|-------|---------------|-------------|
| 36611580 | 10 | 518381 | 11088 | 213 | \$580,000 | \$3,445.45 |

| Assessed Owner | Years | Proportional Tax | Penalty/Interest | Total |
|--|-------|------------------|------------------|-------------------|
| MR ORIANO SALVALAGGIO | 2017 | \$37.74 | \$0.00 | \$37.74 |
| WERRIBEE DISTRICT HOSPITAL ESTATE | 2017 | \$935.00 | \$0.00 | \$935.00 |
| SALVALAGGIO FAMILY TRUST | 2017 | \$145.64 | \$0.00 | \$145.64 |
| BRIGITTE SALVALAGGIO FAMILY TRUST | 2017 | \$143.25 | \$0.00 | \$143.25 |
| SALVALAGGIO FAMILY TRUST | 2016 | \$266.39 | \$0.00 | \$266.39 |
| BRIGITTE SALVALAGGIO FAMILY TRUST | 2016 | \$266.69 | \$0.00 | \$266.69 |
| BRIGITTE SALVALAGGIO FAMILY TRUST | 2015 | \$266.69 | \$0.00 | \$266.69 |
| SALVALAGGIO CHILDRENS TRUST | 2014 | \$971.09 | \$0.00 | \$580.03 |
| SALVALAGGIO CHILDRENS TRUST | 2013 | \$971.09 | \$0.00 | \$580.03 |
| SALVALAGGIO CHILDRENS TRUST | 2012 | \$293.97 | \$10.68 | \$223.99 |
| Total Amount Payable for Property: 36611580 | | | | \$3,445.45 |

Comments: Land Tax will be payable but is not yet due - please see note 5 on reverse

| | | |
|--------|-----------|------------|
| Total: | \$580,000 | \$3,445.45 |
|--------|-----------|------------|



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Kennedy Guy C/- InfoTrack
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 361404

NO PROPOSALS. As at the 7th December 2016, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

10-14 WATERGUM COURT, WERRIBEE 3030
CITY OF WYNDHAM

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 7th December 2016

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 23791415 - 23791415115432 '361404'

Designated Bushfire Prone Areas

from www.dtpli.vic.gov.au/planning on 24 November 2016 02:12 PM

Address: 10-14 WATERGUM COURT WERRIBEE 3030

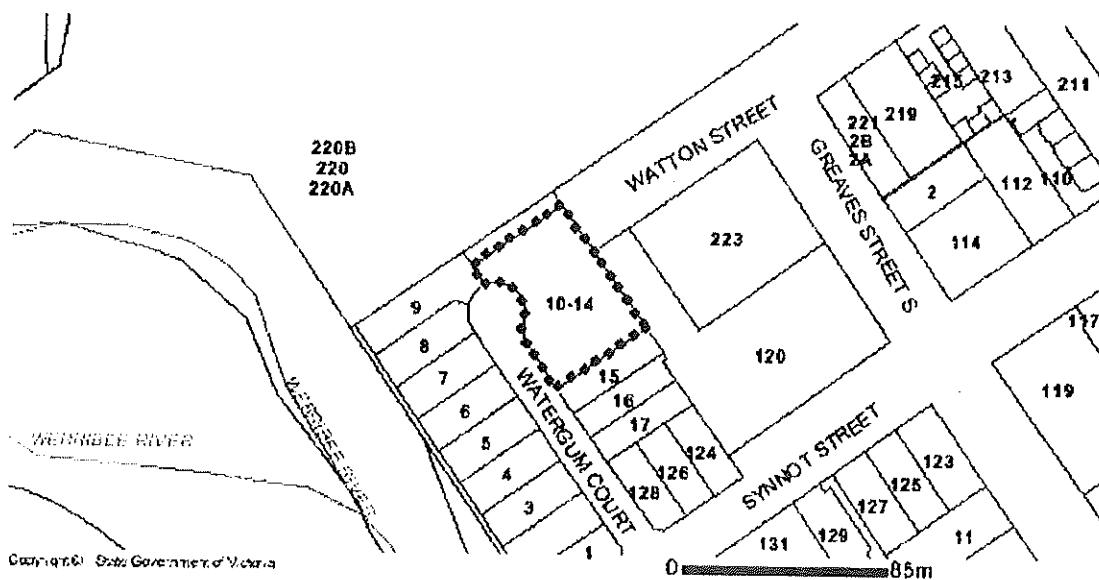
Lot and Plan Number: Lot 10 PS518381

Local Government (Council): WYNDHAM Council Property Number: 173377

Directory Reference: Melway 205 H9

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.

Designated Bushfire Prone Area Map



Bushfire Prone Area Legend

| | | | | | | | |
|-------|---------|-------|------|-------|-----------------|---|---------------|
| +++++ | Railway | ----- | Tram | ————— | River, stream | □ | Selected Land |
| | | | | ~~~~~ | Lake, waterbody | | |

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011, as amended by gazette notices on 25 October 2012, 8 August 2013, 30 December 2013, 3 June 2014, 22 October 2014, 29 August 2015, 21 April 2016 and 18 October 2016.

The Building Regulations 2006 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 via the Bushfire Prone Areas Map Service at <http://services.land.vic.gov.au/maps/bushfire.jsp> 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 in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit [Planning Schemes Online](#)

For Planning Scheme Provisions for this property return to the GetReports list and select the Planning Property Report.

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Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32(2)(dc) of the Sale of Land 1962 (Vic).

