

**DATED**

**2017**

**RODI DEVELOPMENTS PTY LTD  
(ACN 165 523 240)**

**CONTRACT OF SALE OF  
LOT           , 26 SALISBURY STREET,  
WERRIBE**

Best Hooper  
Lawyers  
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Ref: SJR:170258

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

# Contract of Sale of Real Estate\*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address Lot , 26 Salisbury Street, Werribee

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on...../...../2016

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...../...../2016

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

State nature of authority, if applicable: .....

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

### IMPORTANT NOTICE TO PURCHASERS

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

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

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.

- you bought the property at or within 3 clear business days before or after a publicly advertised auction;
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor 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.

\*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) of the *Sale of Land Act 1962*)

the contract of sale and the day on which you become the registered proprietor of the lot.

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.

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.

A substantial period of time may elapse between the day on which you sign

### Particulars of sale

#### VENDOR'S ESTATE AGENT

#### VENDOR

**RODI DEVELOPMENTS PTY LTD** (ACN 165 523 240)  
of Level 9, 451 Little Bourke Street, Melbourne Vic 3000

#### VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

##### BEST HOOPER

Level 9, 451 Little Bourke Street, Melbourne VIC 3000  
P O Box 13312, Law Courts Vic 8010  
DX: 215 Melbourne  
Email: [sraleigh@besthooper.com.au](mailto:sraleigh@besthooper.com.au)  
Tel: (03) 9691 0202 Fax: (03) 9670 2954

Ref: SJR:170258

#### PURCHASER

#### PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

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

The land is Lot \_\_\_\_\_ on proposed Plan of Subdivision No. 807340C being part of the land described in Certificate of Title Volume 3513 Folio 574

The land includes all improvements and fixtures.

#### PROPERTY ADDRESS

The address of the land is: Lot \_\_\_\_\_, 26 Salisbury Street, Werribee

**GOODS SOLD WITH THE LAND** (general condition 2.3(f)) (list or attach schedule)

As specified in the Plans and Specifications

**PAYMENT** (general condition 11)

Price	\$	
Deposit	\$	by _____
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 sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words 'farming business' or 'going concern' in this box

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

**SETTLEMENT** (general condition 10)

**Is due on**

**2017**

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

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision
- 14 days after the vendor gives notice in writing to the purchaser of the 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)

\*residential tenancy agreement for a fixed term ending on ..... / ..... / 20.....

OR

\*periodic residential tenancy agreement determinable by notice

OR

\*lease for a term ending on / / 20 with [ ] options to renew, each of [ ] years

**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.

**SPECIAL CONDITIONS**

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

# General Conditions

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

## Title

### 1. ENCUMBRANCES

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

### 2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the Estate Agents Act 1980.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the Building Act 1993 have the same meaning in general condition 2.6.

### 3. IDENTITY OF THE LAND

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
  - (b) require the vendor to amend title or pay any cost of amending title.

#### 4. SERVICES

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

#### 5. CONSENTS

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

#### 6. TRANSFER

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

#### 7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the Personal Property Securities Act 2009 (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
    - (i) the purchaser intends to use predominately 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 be described by a 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 a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11

- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor -
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay - as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the Personal Property Securities Act 2009 (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

## 8. BUILDING 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 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

## 13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (b) 'GST' includes penalties and interest.

## 14. LOAN

- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
  - (b) did everything reasonably required to obtain approval of the loan; and



- (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

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

#### 15. ADJUSTMENTS

15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any 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 transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

#### 19. LIABILITY OF SIGNATORY

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

#### 20. GUARANTEE

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

#### 21. NOTICES

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

#### 22. INSPECTION

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

#### 23. TERMS CONTRACT

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

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

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

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

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

#### 24. LOSS OR DAMAGE BEFORE SETTLEMENT

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

#### 25. BREACH

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

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

#### Default

#### 26. INTEREST

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

#### 27. DEFAULT NOTICE

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

#### 28. DEFAULT NOT REMEDIED

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
  - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and
  - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or
    - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

## Special Conditions

### 1A Acceptance of title

General condition 12.4 is added:

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

### 1B Foreign resident capital gains withholding

- 1B.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.
- 1B.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a special clearance certificate issued by the Commissioner under section 14-200 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 1B.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$2 million or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 1B.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 1B.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
  - (b) ensure that the representative does so.
- 1B.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance with, this special condition;
- despite
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 1B.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 1B.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 1B.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 2. Definitions

### 2.1 Defined Terms

In this contract:

**Additional Rules** means any additional rules of the Owners Corporation adopted by the Vendor and notified to the Purchaser prior to the Settlement Date;

**Authority** means any government, semi-government, administrative, municipal or judicial body, authority or entity exercising any powers or functions under any law;

**Builder** means a builder who is registered as a builder under the Building Act;

**Building** means all existing buildings, structures or improvements on the Land and any building, structures or improvements to be built on the Land;

**Building Act** means the *Building Act 1993 (Vic)*;

**Building Permit** means the permit to be issued for the carrying out of the Works;

**Common Property** means all the common property created by registration of the Plan;

**Contaminant** means a solid, liquid, gas, odour, heat, sound, vibration or substance which makes or may make the Property or the nearby area:

- (a) unsafe, unfit or harmful for habitation;
- (b) not comply with any Environmental Law; or
- (c) not comply with any relevant contamination criteria or standards published or adopted by the Environment Protection Authority from time to time,

and includes asbestos, waste, pollutants and anything dangerous, radioactive, toxic or hazardous;

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

**Council** means Wyndham City;

**Date of Completion** means the date on which the Occupancy Permit issues;

**Dispute** means a disagreement between the Vendor and Purchaser concerning any of the matters contained in special condition 13;

**Dispute Notice** means a notice given by one party to the other which details the grounds of the dispute and sets out sufficient information about the dispute;

**Environment** has the same meaning as in the *Environment Protection Act 1970 (Vic)*;

**Environmental Law** means a law relating to the Environment and includes any law relating to land use, planning, pollution, contamination, chemicals, hazardous materials or health and safety;

**Environment Protection Authority** means any Authority responsible for the administration and enforcement of Environmental Laws in Victoria;

**Expert** means a natural person who must:

- (a) have at least 5 years current and continuous standing in the Expert's profession at the date of his appointment;
- (b) have experience in the relevant field of the Dispute; and

(c) be lawfully qualified and hold a current licence to practice in the Expert's profession if this is a requirement of his profession;

**Guarantee** means a guarantee and indemnity in the form of the guarantee and indemnity attached to this contract;

**Latest Date for Completion** means 36 months from the Day of Sale;

**Latest Date for Registration** means 36 months from the Day of Sale;

**Legal Profession Act** means the *Legal Profession Act 2004* (Vic);

**Lot** means a lot on the Plan;

**Major Domestic Building Contract** has the same meaning as in the *Domestic Building Contracts Act 1995* (Vic);

**Occupancy Permit** means a permit issued under Section 39 of the Building Act;

**Owners Corporation Act** means the *Owners Corporation Act 2006* (Vic);

**Owners Corporation** means the Owners Corporation created by registration of the Plan;

**Plan** means proposed Plan of Subdivision No. 807340C;

**Planning Permit** means Planning Permit No. WYP8474/15.02, a copy of which is attached;

**Plans and Specifications** means the plans and List of Inclusions for the Works which are attached to this contract including any changes made under this contract;

**Rules** means the rules set out in Schedule 1 of the Owners Corporation Regulations 2007 plus the Additional Rules;

**Section 173 Agreement** means the agreement under Section 173 of the Planning and Environment Act 1987 to be entered into in accordance with the Planning Permit;

**Site** means all of the land in the Plan;

**Works** means all work required to construct the Building generally in accordance with the Plans and Specifications and the Building Permit.

## 2.2 Incorporated Definitions

A word or phrase (other than one defined in special condition 1.1) specified in the Particulars of Sale is incorporated as a defined term with the same meaning in this contract.

## 3. Interpretation

In this contract, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other genders;
- (c) the word "person" includes a natural person and any body or entity whether incorporated or not;
- (d) a heading may be used to help interpretation, but is not legally binding;

- (e) a reference to all or any part of a statute, ordinance or other law (statute) includes:
  - (i) any rules, regulations or other instruments made under that statute; and
  - (ii) that statute as amended, consolidated, re-enacted or replaced from time to time;
- (f) a reference to any party to this contract includes that party's successors, personal representative and permitted assigns;
- (g) if two or more people are described as a party, each person is:
  - (i) liable for their obligations; and
  - (ii) entitled to their rights,jointly and severally;
- (h) other grammatical forms of defined words or phrases have corresponding meanings;
- (i) a reference to a document includes the document as modified from time to time and any document replacing it;
- (j) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day;
- (k) the word "month" means calendar month and the word "year" means 12 months;
- (l) references to time are to Australian eastern time;
- (m) the words "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient;
- (n) a reference to a thing includes a part of that thing;
- (o) the word "include", when introducing a list of things, does not limit the meaning of the words to which the list relates to those things or to things of a similar kind;
- (p) a reference to any agency or body:
  - (i) which ceases to exist;
  - (ii) is reconstituted, renamed or replaced, or
  - (iii) has its powers or functions removed,means the agency or body which replaces it, or which has substantially the same powers or functions;
- (q) examples are descriptive only and not exhaustive;
- (r) a provision must not be construed against a party merely because that party was responsible for preparing this contract or that provision; and
- (s) money amounts are stated in Australian currency.

#### 4. Default interest

General condition 26 is amended so that the rate of 2% per annum referred to in that general condition is replaced by a rate of 6% per annum.

#### 5. Guarantee

If the Purchaser is an incorporated body:

- (a) where it is not listed on the Main Board of a recognised Stock Exchange the Purchaser shall procure not less than two of its directors or two of the members of its committee (as the case may be) to execute a guarantee and indemnity of the obligations of the Purchaser in the form of the guarantee and indemnity annexed to this contract and marked with the letter "A";
- (b) where this contract is not executed under seal, the Purchaser shall provide to the Vendor's solicitors within fourteen days of the Day of Sale a certified copy of the minutes of the meeting of directors at which the person who signed on behalf of the Purchaser was duly authorised to do so or a certified copy of an appropriate power of attorney;
- (c) the person who signs on behalf of the Purchaser warrants that he has full authority to bind the incorporated body to this contract by signing this contract and that if this warranty is untrue then the person signing shall be deemed to be the Purchaser and shall be personally bound to perform the obligations prescribed under this contract.

#### 6. Deposit

6.1 The deposit money payable by the Purchaser hereunder shall be paid to the Vendor's solicitors to be held on trust for the Purchaser until the registration of the Plan.

6.2 The Purchaser authorizes the Vendor's solicitors to invest the deposit in an interest bearing trust account under Section 24 of the *Sale of Land Act 1962*.

6.3 Interest will be paid to the Vendor unless the Purchaser lawfully avoids this contract in which case the interest will be paid to the Purchaser.

6.4 For the purposes of special condition 6.3, the expression "interest" shall be deemed to mean the interest accrued on the investment referred to in special condition 6.2 less bank and government taxes and/or charges (if any).

6.5 The Vendor and Purchaser agree that they shall each give such directions and do all such things as may be necessary to give effect to the provisions of this special condition.

6.6 The Vendor's solicitor shall not be responsible in any way for any loss occasioned by the investment referred to in special condition 6.2 and the party entitled to the deposit on the completion or termination of this contract (whichever in fact occurs) shall bear the risk of the loss of that investment.

#### 7. Registration of plan of subdivision

7.1 This contract is conditional upon the registration of the Plan on or before the Latest Date for Registration.

7.2 The Purchaser shall, when requested so to do, sign all documents, applications, consents, instruments and writings and do all acts, matters and things considered by the Vendor to be reasonably necessary or desirable to obtain registration of the Plan and to give full effect to the terms and conditions of this contract of sale.



7.3 Until the Plan has been registered, the Purchaser shall not lodge or cause or permit to be lodged on the Purchaser's behalf any caveat in respect of the Purchaser's interest in the Property pursuant to this contract and the Purchaser shall indemnify and 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 condition.

7.4 The Vendor reserves the right to make such minor amendments to the Plan as the Vendor in its sole and absolute discretion considers desirable or as may be required by the Registrar of Titles as a condition of the registration of the Plan, and subject to clause 9AC(2) of the *Sale of Land Act 1962*, the Purchaser shall accept the Land on the Plan as registered notwithstanding that there may be minor variations or discrepancies between the lot or lots hereby sold and the lot or lots on the registered Plan.

7.5 The Purchaser agrees that it will not make any objection or requisition or claim any compensation in respect of any minor variation of the Plan or discrepancy between the dimensions and location of the lot or lots hereby sold and the dimensions and location of the lot or lots corresponding thereto on the registered Plan and in the event that the Purchaser considers that any amendment materially affects the Land hereby sold and purports to rescind this contract, the Vendor shall have the right within fourteen (14) days of receiving such notice of rescission to submit the dispute insofar as it concerns the materiality of the amendment to an arbitrator for determination pursuant to Section 14B of the *Sale of Land Act 1962*.

7.6 If any requirement imposed in relation to certification or registration of the Plan is in the opinion of the Vendor too onerous for the Vendor to perform or if certification or registration of the Plan is refused other than as a result of the act or omission of the Vendor the Vendor may avoid this contract.

7.7 If the Plan is not registered on or before the Latest Date for Registration either party may rescind this contract by notice to the other party given at any time prior to the registration of the Plan and thereupon the Purchaser shall be entitled to the immediate return of the deposit moneys as that term is defined by Section 9AA(6) of the *Sale of Land Act 1962*.

7.8 If this contract is avoided by the Vendor under special condition 7.6 or if this contract is rescinded under special condition 7.7, neither party shall have any action, right, claim or demand against the other hereunder or arising from or out of the rescission of this contract or the failure of the Vendor to procure the registration of the Plan.

#### **8. Works affecting natural surface level**

The Purchaser acknowledges having been informed by the Vendor that works affecting the natural surface level of the Land or any land abutting thereto which is in the same subdivision as the Land have not, to the knowledge of the Vendor, been carried out on that land after the certification of the Plan and before the date of this contract and on the date of this contract no such works are being carried out or are proposed to be carried out.

#### **9. Identity of the property**

The Purchaser may not make any requisition or objection, claim compensation or refuse or delay payment of the Price for:

- (a) any misdescription of the Land or any actual or apparent discrepancy between title and occupation measurements; or
- (b) any installation or services (including sewers, drains, pipes, cables and wires) which are on or pass through or over the Property or which are used in common with any adjoining land or pass through any other land or any absence of easements or rights in respect of such installations affecting or benefitting the Property.

#### **10. Encumbrances, restrictions and reservations**

10.1 The Purchaser buys the Property subject to:

- (a) all relevant legislation;

- (b) any restrictions on its use or development under the *Planning and Environment Act 1987 (Vic)*, the *Subdivision Act 1988 (Vic)*, the *Environment Protection Act 1970 (Vic)* and any planning scheme, permit or environmental control;
- (c) any registered or unregistered easement or encumbrance;
- (d) the presence of any Contaminant;
- (e) any easements, restrictions, leases or other arrangements which may arise on registration of the Plan;
- (f) the Planning Permit; and
- (g) the Plan.

10.2 The Purchaser acknowledges that additional:

- (a) easements, restrictions on use and positive covenants;
- (b) leases, arrangements and agreements, including agreements under Section 173 of the *Planning and Environment Act 1987 (Vic)*;
- (c) Section 173 Agreement;
- (d) rights and privileges; and
- (e) land dedication,

("Additional Encumbrances") may be necessary or desirable for any Authority or the Vendor to register the Plan.

10.3 The Vendor must notify the Purchaser of any Additional Encumbrances which:

- (a) are required by any Authority; or
- (b) result in an amendment to the Plan.

10.4 Subject to the *Sale of Land Act 1962 (Vic)*, the Purchaser buys the Property subject to the Additional Encumbrances which may be encumbrances on the title to the Property.

10.5 The Purchaser must, at its cost, do all things and sign all documents reasonably necessary to give effect to special conditions 10.1-10.4.

10.6 The Purchaser must not make any requisition or objection, claim any compensation or damages, refuse to pay the Price or delay settlement because of any matter referred to in special conditions 10.1-10.4.

## 11. Pre-settlement inspection

The Purchaser may inspect the condition of the Property once only before the Settlement Date by making an inspection appointment with the Vendor's Agent. The Vendor retains the right to:

- (a) set the time and date of the Purchaser's inspection appointment;
- (b) limit the duration of an inspection appointment; and
- (c) limit the number of people attending an inspection appointment.

## 12. Owners Corporation

### 12.1 Changes to the Rules

The Vendor may allow changes to the Rules to:

- (a) comply with the requirements of any Authority;
- (b) allow services to the Property, the Site or the Building; and
- (c) provide for any matter which the Vendor considers to be reasonably necessary for the proper management of the Property or the Owners Corporation.

### 12.2 The Vendor is not bound by the Rules

- (a) While the Vendor is a member of the Owners Corporation, the Purchaser acknowledges that the Rules do not apply to the Vendor to the extent that they would interfere with completion of the Works.
- (b) The Purchaser must allow the Vendor, or vote at any meeting of the Owners Corporation to allow the Vendor, to complete the Works. This includes allowing the Vendor to:
  - (i) erect fences, barriers or signs;
  - (ii) take possession of any part of the Common Property; and
  - (iii) use all rights of way, and entry and exit points to the Property.

### 12.3 The Vendor may enter service agreements

The Purchaser acknowledges that the Vendor or the Owners Corporation may agree to purchase electricity, water, communications or other services for the Building or the Common Property. Any costs incurred for the supply of those services may be part of the Owners Corporation fees.

### 12.4 Voting at Owners Corporation meetings

While the Vendor is a member of the Owners Corporation, then for 2 years after the Settlement Date the Purchaser must:

- (a) vote at any meeting or committee of the Owners Corporation to sign or accept any document to allow the Vendor to register any plan for a subsequent stage, complete the Building and to exercise any of the Vendor's rights under this contract;
- (b) not do anything which would prevent the Vendor from registering any plan for a subsequent stage, completing the Building or exercising any of the Vendor's rights under this Contract; and
- (c) not change or add to or allow the Owners Corporation to change or add to the Rules without the Vendor's consent.

### 12.5 Owners Corporation insurance and other matters

On registration of the Plan, the Vendor will arrange for the Owners Corporation to:

- (a) take out insurance as required by the Subdivision Act. The insurance must remain in place until the earlier of:
  - (i) 6 months after registration of the Plan; or

- (ii) the first meeting of the Owners Corporation;
- (iii) appoint a managing agent for the Owners Corporation on terms acceptable to the Vendor;
- (b) enter into any agreement contemplated under special condition 11.3; and
- (c) adopt the Rules.

#### 12.6 Owners Corporation adjustments

- (a) If a separate assessment for an Outgoing has not issued for the Property by the Settlement Date, that Outgoing must be apportioned to the Property by using this formula:

$$A = \frac{B \times C}{D}$$

where:

"A" means the amount to be adjusted between the parties;

"B" means the amount of the Outgoing;

"C" means the lot liability of the Property; and

"D" means the lot liability of all Lots to which the Outgoing relates.

- (b) If land tax is payable under the *Land Tax Act 2005 (Vic)* as at midnight on 31 December of the calendar year ending before the Settlement Date (Land Tax Assessment), land tax will be adjusted by using this formula:

$$A = \frac{B \times C}{D}$$

where:

"A" means the amount to be adjusted between the parties;

"B" means the amount of the land tax payable under the Land Tax Assessment;

"C" means the area of the Property; and

"D" means the total area of the land assessed in the Land Tax Assessment.

- (c) The Purchaser accepts that the Vendor may choose to prepare a Statement of Adjustments. If the Vendor chooses to prepare the Statement of Adjustments, the Vendor must notify the Purchaser to this effect at least 10 Business Days before the Settlement Date.
- (d) If the Vendor prepares a Statement of Adjustments:
  - (i) the Vendor will forward the Statement of Adjustments to the Purchaser or the Purchaser's solicitor at least 2 Business Days before the Settlement Date; and
  - (ii) if the Purchaser does not object to the Statement of Adjustments before the Settlement Date, the parties must settle this contract on the basis of the Statement of Adjustments.

- (e) Unless the Purchaser has notified the Vendor of an objection to the Statement of Adjustments on time, any error discovered in the Statement of Adjustments may only be fixed after the Settlement Date.
- (f) The Purchaser must not rescind this contract, make any objection, requisition, claim compensation or damages, refuse to pay the Price or delay settlement because of any minor error in the Statement of Adjustments.

#### 12.7 Owners Corporation certificate

- (a) Once the plan is registered, the Purchaser may request the Vendor to provide an Owners Corporation certificate under Section 151 of the Owners Corporations Act.
- (b) The Vendor must pay the prescribed fee charged by the Owners Corporation for providing an Owners Corporation certificate.
- (c) The Owners Corporation certificate must contain the prescribed information required by Section 151(4)(a) of the Owners Corporations Act and Regulation 11 of the Owners Corporation Regulations 2007.
- (d) The Owners Corporation certificate must have attached to it the items required by Section 151(4)(b) of the Owners Corporation Act.

### 13. Building works

#### 13.1 Major Domestic Building Contract

- (a) The Purchaser acknowledges that:
  - (i) this contract is not a Major Domestic Building Contract; and
  - (ii) the Vendor has no personal obligation to carry out, arrange or manage the Works.
- (b) If this contract is found to be a Major Domestic Building Contract, the Purchaser must join the Vendor to change this contract so that this contract is not a Major Domestic Building Contract.
- (c) The Vendor has entered into or will enter into a Major Domestic Building Contract with a Builder for the Works (Buildings Contract).

#### 13.2 Defects

The Purchaser must not rescind this contract, make any objection, requisition, claim compensation, refuse to pay the Price or delay settlement because of defects in the Works.

#### 13.3 Minor changes to the Plans and Specifications

- (a) The Purchaser accepts that the Vendor or the Builder may make minor changes to the Plans and Specifications. Changes may include any:
  - (i) required to comply with Council requirements or the requirements of any law;
  - (ii) considered reasonable to comply with the Site conditions; and
  - (iii) substituting fixtures, fittings, building materials or finishes in the Plans and Specifications with items of similar quality.

- (b) The Purchaser must not rescind this contract, make any objection, requisition, claim compensation, refuse payment or delay settlement because of any matter contained in this special condition 13.3.

#### **13.4 Material changes to the Plans and Specifications**

- (a) The Vendor must notify the Purchaser within a reasonable time of any changes to the Plans and Specifications which, in the Vendor's opinion, materially affect the Property.
- (b) The Purchaser may end this contract by notice to the Vendor within 10 Business Days of being notified by the Vendor of any change which materially affects the Property. The Deposit and Net Interest must be refunded to the Purchaser and neither party will have any further liability to the other under this contract.

#### **13.5 Completion of the Works**

The issue of the Occupancy Permit is conclusive evidence that the Works have been completed and the Vendor has complied with the Vendor's obligations under this special condition 13.

#### **13.6 Connection of services**

The Purchaser accepts that the Vendor is not obliged to connect services to the Property. If the Vendor connects services to the Property, the Purchase must reimburse any connection fees paid by the Vendor at settlement.

#### **13.7 Time for completion of the Property**

If an Occupancy Permit has not issued for the Property on or before the Latest Date for Completion, either party may end this contract before the Occupancy Permit is issued by giving notice to the other party. The Deposit and Net Interest must be refunded to the Purchaser and neither party will have any further liability to the other under this contract. This is subject to special condition 15.

#### **13.8 Works not proceeding**

The Vendor may, at any time before the Works begin, notify the Purchaser that the Works are not going ahead and that the Vendor ends the contract. The Deposit and Interest must be refunded to the Purchaser and neither party will have any further liability to the other under this contract.

#### **13.9 Purchaser's warranty**

The Purchaser warrants that it has inspected the Plans and Specifications and is satisfied with their content. The Purchaser must not rescind this contract, make any objection, requisition, claim compensation or damages, refuse to pay the Price or delay settlement because of any matter contained in this special condition 13.

#### **13.10 Works to other properties**

- (a) The Purchaser acknowledges that:
  - (i) works to other Lots or Common Property may not be completed by the Settlement Date;
  - (ii) the Vendor may continue with works on other Lots or Common Property after the Settlement Date; and
  - (iii) there may be dust or noise or other discomfort which may arise from the works set out in this special condition 13.11.

- (b) The Purchaser must not rescind this contract, make any objection, requisition, claim compensation or damages, refuse to pay the Price or delay settlement because of any matter contained in this special condition 13.

#### 13.11 Vendor warranties

If Section 137B of the Building Act applies to this contract, then the Vendor warrants that:

- (a) all building work was carried out in a proper and workmanlike manner;
- (b) all materials used were good and suitable for the purpose and that, unless otherwise stated, were new; and
- (c) the work was carried out in accordance with all laws and legal requirements.

#### 14. Disputes

##### 14.1 No legal proceedings unless the parties have tried resolving the Dispute

- (a) A party must not start court or arbitration proceedings over a Dispute unless that party has complied with this special condition 14.
- (b) Special condition 14.1(a) does not prevent a party from seeking urgent interlocutory relief.

##### 14.2 What happens if there is a Dispute?

- (a) If there is a dispute, either party may serve a Dispute Notice on the other party no later than 30 Business Days after the Settlement Date.
- (b) The parties must meet and try in good faith to resolve the Dispute within 7 Business Days of the issue of a Dispute Notice.

##### 14.3 What happens if the parties cannot resolve a Dispute?

- (a) If the parties cannot resolve the Dispute in time, the parties must try in good faith to agree on an Expert to decide the Dispute for them.
- (b) If the parties cannot agree on an Expert within a further 7 Business Days, either party may ask the Chairman of the Institute of Arbitrators Australia (Victorian Chapter) or their nominee to choose an Expert.

##### 14.4 The Expert's decision

- (a) The Expert must:
  - (i) give written reasons for their decision;
  - (ii) act as an expert and not as an arbitrator; and
  - (iii) make their determination promptly.
- (b) The Expert's decision is final and binds the parties.
- (c) If the appointed Expert does not give a decision under special condition 14.4(a), another Expert must be chosen under special condition 14.3.

#### 14.5 The Expert's fees

Each party must pay half of the Expert's costs.

#### 14.6 No delay in settlement

Despite anything in this special condition 14, the parties have no right to delay settlement or withhold any money payable under this contract pending the determination of any unresolved Dispute.

### 15. Value of the property

#### 15.1 Meaning of words

In this special condition:

"Non-deductible costs" means costs included in the Price and which are not integral to the physical construction or refurbishment of the Building, as estimated by the Vendor;

"Estimated land value" is the value of the Land estimated by the Vendor;

"Estimated construction costs" is the cost of construction of the Building estimated by the Vendor.

#### 15.2 Allocation of Price

The parties agree that the Price is the aggregate of the Estimated land value, the Estimated construction costs and any Non-deductible costs.

#### 15.3 Amounts are estimates only

The Purchaser accepts that the Estimated land value, the Estimated construction costs and the Non-deductible costs are estimates only. The Vendor cannot determine the actual construction costs and non-deductible costs until the Works are completed and the Vendor may revise the Estimated land value, the Estimated construction costs and the Non-deductible costs at any time.

#### 15.4 No Vendor warranties

The Vendor makes no warranty about the stamp duty payable on the Transfer or the availability of any building allowances or depreciation under the *Income Tax Assessment Act* (Cth) or otherwise.

#### 15.5 Purchaser's acknowledgements

The Purchaser acknowledges that:

- (a) the Vendor has not made any warranty as to any stamp duty or registration fees which may be payable concerning the Property or any matter in this contract;
- (b) the Purchaser has made its own independent enquiries on all stamp duty matter and does not rely on anything stated by or on behalf of the Vendor; and
- (c) the Purchaser is liable for all stamp duty payable on the Transfer.



#### 15.6 Purchaser's indemnity

The Purchaser indemnifies the Vendor against all liabilities, claims, proceedings or penalties relating to any stamp duty payable concerning this contract, any substitute contract of sale, any transfer or any other matter under this special condition 15.

#### 16. Extension of time

If completion of the Building is delayed because of:

- (a) inclement weather or conditions resulting from it;
- (b) strikes, lockouts or other industrial disputes affecting the required tradespeople or the supply of required materials;
- (c) shortage or delay in the availability of any materials, plant, equipment or tradespeople;
- (d) loss or damage by fire, earthquake, terrorist attack or any other occurrence beyond the Vendor's reasonable control;
- (e) any Authority:
  - (i) delaying giving any necessary approvals; or
  - (ii) requiring alterations to the Property, the Plan or the Plans and Specifications; or
- (f) any other cause beyond the Vendor's reasonable control,

the Vendor may extend the Latest Date for Completion by the estimated number of days of the delay as determined by the Vendor acting reasonably. The Vendor must notify the Purchaser of the extension before the Latest Date for Completion.

"A"

**GUARANTEE**

We, \_\_\_\_\_ and  
both of

(hereinafter called "the Guarantors") **IN CONSIDERATION** of the within named Vendor(s) selling to the within named Purchaser(s) at our request the land described in the within Contract for the price and upon the terms and conditions therein set forth **DO HEREBY** for ourselves our respective Executors and Administrators jointly and severally covenant with the said Vendor(s) that if at any time default shall be made in the payment of the deposit or residue of purchase money or interest or other moneys payable by the Purchaser(s) to the Vendor(s) under the within Contract to be performed or observed by the Purchaser(s) we will forthwith on demand by the Vendor(s) pay to the Vendor(s) the whole of such deposit residue of purchase money interest or other moneys which shall then be due and payable to the Vendor(s) and will keep the Vendor(s) indemnified against all loss of purchase money interest and other moneys payable under the within Contract and all losses costs charges and expenses whatsoever which the Vendor(s) may incur by reason of any default as aforesaid on the part of the Purchaser(s).

This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the Vendor(s) in enforcing payment of any of the moneys payable under the within Contract or the performance or observance of any of the agreements obligations or conditions under the within Contract or by time being given to the Purchaser(s) for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our Executors or Administrators.

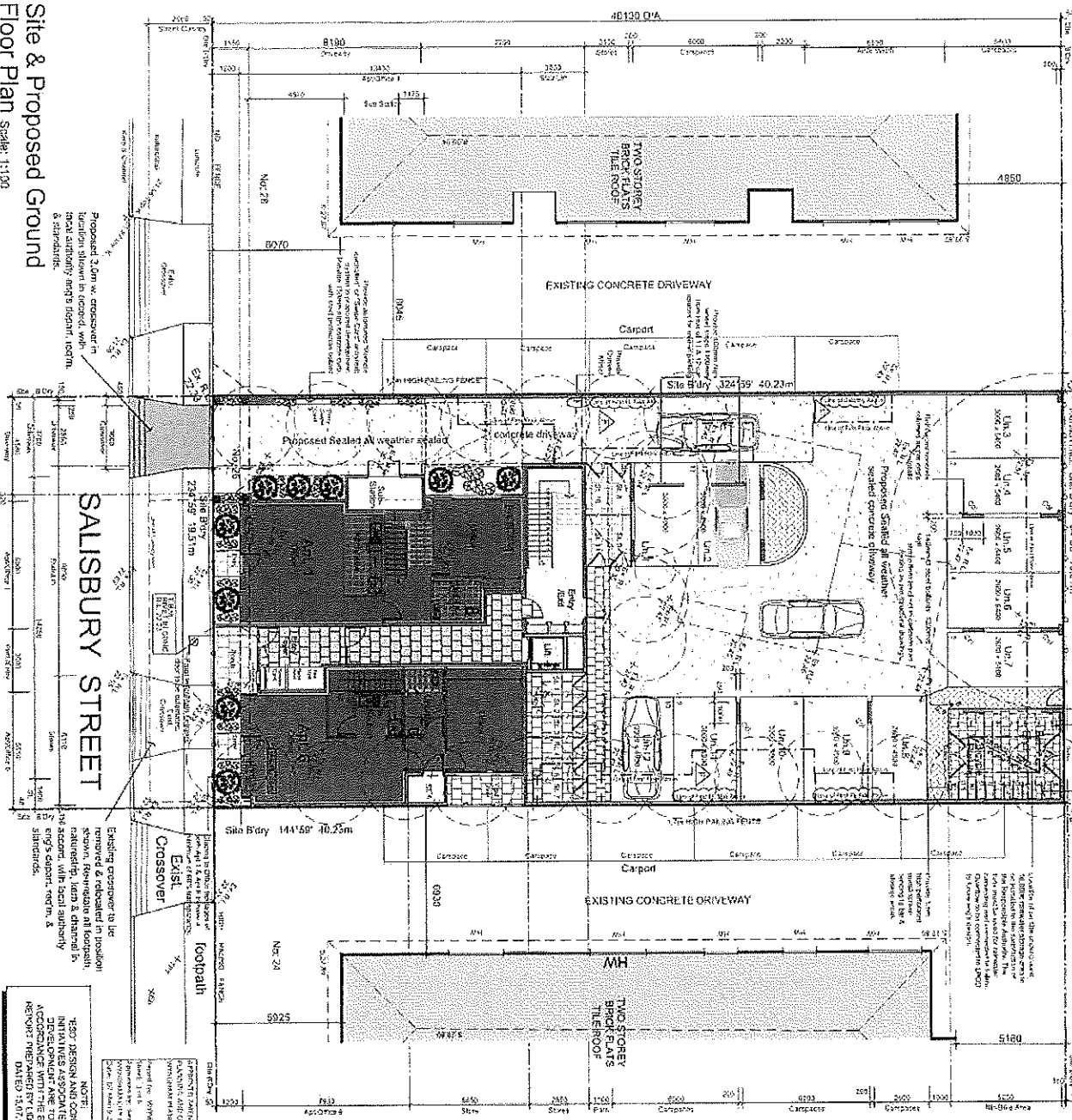
**AS WITNESS** our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ Two thousand and seventeen.

**SIGNED SEALED AND DELIVERED** by \_\_\_\_\_ )  
\_\_\_\_\_ )  
in the presence of: \_\_\_\_\_ )

**SIGNED SEALED AND DELIVERED** by \_\_\_\_\_ )  
\_\_\_\_\_ )  
in the presence of: \_\_\_\_\_ )

**NOTE**  
 VAPOR MANAGEMENT FOR UNDESIRABLE GASES FROM PAVEMENT, ASPHALT AND OTHER SURFACING MATERIALS SHALL BE ACCORDANCE WITH THE ROADWAY WASTE MANAGEMENT PLAN REPORT PREPARED BY UDC CONSULTANTS (DATED 15/07/15)

**NOTE**  
 AS PER COUNCIL REQUIREMENTS A ROBUST ASSESSMENT IS TO BE CARRIED OUT BY A QUALIFIED REGISTERED ENGINEER PRIOR TO COMMENCEMENT. ANY REGISTERED ENGINEER'S REPORT MUST BE LIAISE WITH THE ENGINEER IN CHARGE OF THE PROJECT PRIOR TO THE SUBMISSION OF THE DEVELOPMENT APPLICATION.



Proposed 3.0m x 3.0m concrete in location shown to record, with 2.0m x 2.0m x 200mm deep concrete & steel reinforcement.

**SALISBURY STREET**

**ROAD**

AREA ANALYSIS (No. 26)	
<b>SITE AREA</b>	304.00 SQM
<b>Ground Floor Plans</b>	78.60 (78.60)
<b>First Floor Plans</b>	3.24
Appl. 1 - Other Area	71.20
Appl. 2 - Other Area	70.29
Appl. 3 - Other Area	4.80
<b>Site Total</b>	183.00
Development Area	26.00
Development Area	26.20
<b>Total</b>	214.00 (214.00)
<b>FIRST FLOOR PLANS</b>	
Appl. 1 - Other Area	124.00
Appl. 2 - Other Area	18.00
Appl. 3 - Other Area	1.00
Appl. 4 - Other Area	1.00
Appl. 5 - Other Area	1.00
Appl. 6 - Other Area	1.00
Appl. 7 - Other Area	1.00
Appl. 8 - Other Area	1.00
Appl. 9 - Other Area	1.00
Appl. 10 - Other Area	1.00
Appl. 11 - Other Area	1.00
Appl. 12 - Other Area	1.00
Appl. 13 - Other Area	1.00
Appl. 14 - Other Area	1.00
Appl. 15 - Other Area	1.00
Appl. 16 - Other Area	1.00
Appl. 17 - Other Area	1.00
Appl. 18 - Other Area	1.00
Appl. 19 - Other Area	1.00
Appl. 20 - Other Area	1.00
Appl. 21 - Other Area	1.00
Appl. 22 - Other Area	1.00
Appl. 23 - Other Area	1.00
Appl. 24 - Other Area	1.00
Appl. 25 - Other Area	1.00
Appl. 26 - Other Area	1.00
Appl. 27 - Other Area	1.00
Appl. 28 - Other Area	1.00
Appl. 29 - Other Area	1.00
Appl. 30 - Other Area	1.00
<b>Second Floor Plans</b>	3.04
Appl. 1 - Other Area	3.04
Appl. 2 - Other Area	1.00
Appl. 3 - Other Area	1.00
Appl. 4 - Other Area	1.00
Appl. 5 - Other Area	1.00
Appl. 6 - Other Area	1.00
Appl. 7 - Other Area	1.00
Appl. 8 - Other Area	1.00
Appl. 9 - Other Area	1.00
Appl. 10 - Other Area	1.00
Appl. 11 - Other Area	1.00
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Appl. 15 - Other Area	1.00
Appl. 16 - Other Area	1.00
Appl. 17 - Other Area	1.00
Appl. 18 - Other Area	1.00
Appl. 19 - Other Area	1.00
Appl. 20 - Other Area	1.00
Appl. 21 - Other Area	1.00
Appl. 22 - Other Area	1.00
Appl. 23 - Other Area	1.00
Appl. 24 - Other Area	1.00
Appl. 25 - Other Area	1.00
Appl. 26 - Other Area	1.00
Appl. 27 - Other Area	1.00
Appl. 28 - Other Area	1.00
Appl. 29 - Other Area	1.00
Appl. 30 - Other Area	1.00
<b>Site Total</b>	217.00 (217.00)
Development Area	37.01
Development Area	37.01
<b>Total</b>	254.00 (254.00)

**NOTES:**

- NO PART OF THIS PLAN, SPECIFICATION OR CONDITIONS SHALL BE USED FOR ANY OTHER DEVELOPMENT OR PROJECT WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.
- THESE DOCUMENTS DO NOT CONSTITUTE A CONTRACT AND ARE TO BE USED ONLY FOR INFORMATIONAL PURPOSES.
- ALL LEVELS ARE TO A.H.D.
- NOTE: F.F.L. FINISHED FLOOR LEVELS
- R.L. - REDUCED LEVELS

**Typ. Bicycle Parking Detail**

**PROPOSED MULTI-UNIT RESIDENTIAL & ASSOCIATED OFFICE DEVELOPMENT AT: 28 SALISBURY STREET, WERRIBEE.**

**RODI DEVELOPMENTS**

**B3 DESIGN GROUP**

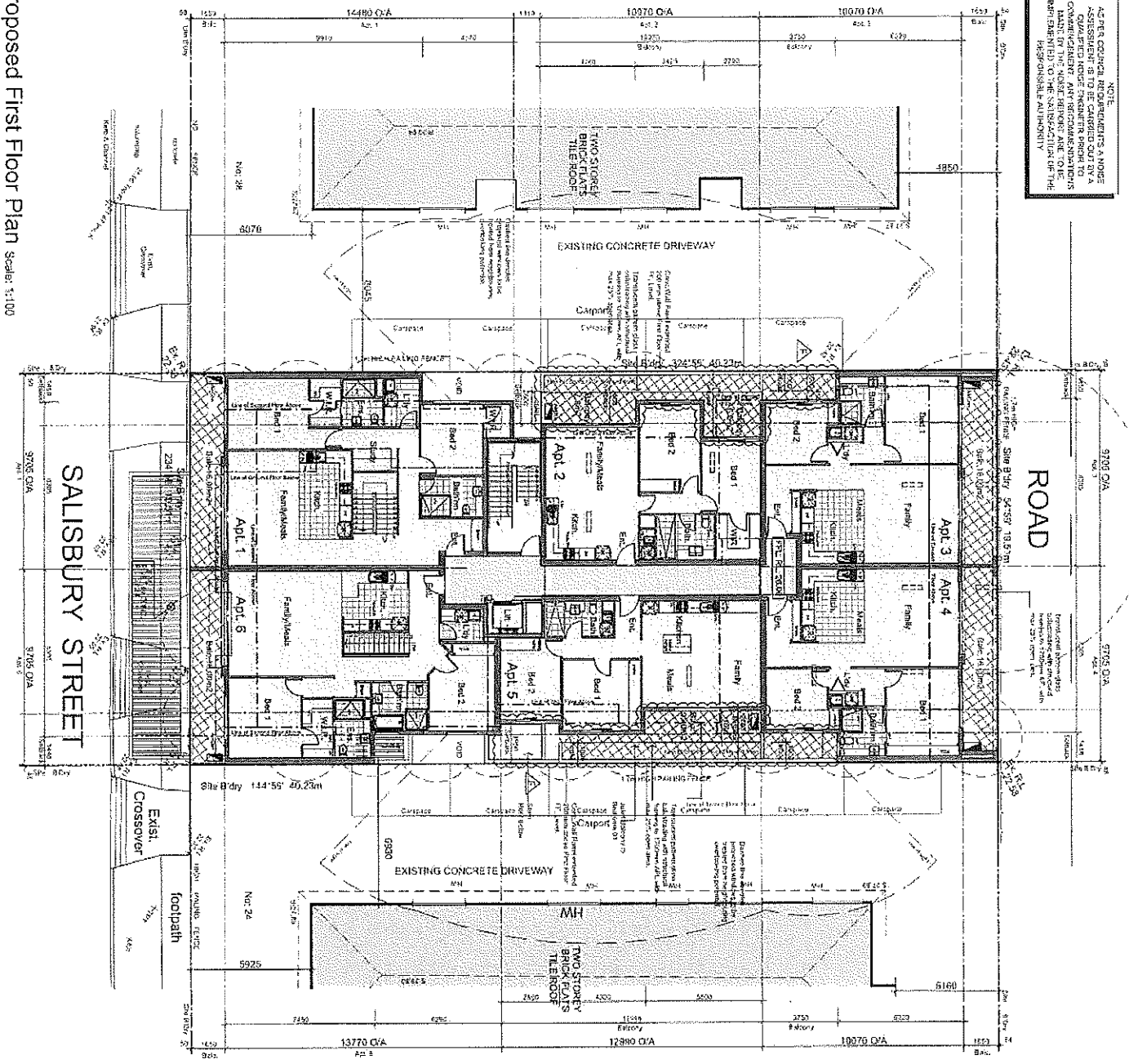
**1657 DESIGN AND CONSTRUCTION INITIATIVES ASSOCIATED WITH THIS DEVELOPMENT ARE TO BE READ IN ACCORDANCE WITH THE DEVELOPMENT APPLICATION DATED 15/07/15**

**PROPOSED GROUND FLOOR PLAN**

DATE: JULY 2018, SCALE: 1:300, DRAWN BY: BJB, CHECKED BY: JWB, PROJECT NO: 1502095

**Site & Proposed Ground Floor Plan** scale: 1:150

**NOTE**  
 ALL PER CONTRACT REQUIREMENTS & NOTES  
 QUALIFIED HOSE INSPECTORS FROM THE  
 COMMERCIAL APARTMENTS ASSOCIATION  
 MUST BY THE HOSE REPORTS ARE ON THE  
 RENTABLE RESPONSIBLE ALIQUOT



Proposed First Floor Plan Scale: 1/100

**AREA ANALYSIS (No. 26)**

<b>SITE AREA</b>	8299 SQM	8299 (Total)
<b>Ground Floor Plans</b>	5004	
- Office Area	7172	4.9%
- Other Area	1832	2.2%
<b>Apt. 1 - Other Area</b>	185.50	0.2%
<b>SUB TOTAL</b>	5997.50	7.2%
<b>EXISTING F.M.A.</b>	2650	
<b>Subtotal Area</b>	2650	
<b>TOTAL</b>	2150.00	2.6%

<b>TRAIL FLOOR PLANS</b>	5291
- Bed Area	124.40
- Bed Area	15.00
- Bed Area	80.70
- Bed Area	10.20
- Bed Area	9.80
- Bed Area	8.90
- Bed Area	9.80
- Bed Area	10.20
- Bed Area	9.80
- Bed Area	10.20
- Bed Area	9.80
- Bed Area	10.20

<b>Second Floor Plans</b>	500
- Unit Area	91.26
- Unit Area	13.92
- Unit Area	92.40
- Unit Area	52.80
- Unit Area	18.90
- Unit Area	26.76
- Unit Area	27.24
- Unit Area	11.80
- Unit Area	10.80
- Unit Area	11.80
- Unit Area	11.80
- Unit Area	11.80

<b>APR 11 - Unit Area</b>	57.80	5.9%
- Unit Area	57.80	5.9%
- Unit Area	57.80	5.9%
- Unit Area	57.80	5.9%
<b>APR 12 - Unit Area</b>	57.80	5.9%
- Unit Area	57.80	5.9%
- Unit Area	57.80	5.9%
- Unit Area	57.80	5.9%

<b>TOTAL</b>	67.46	7.2%
<b>PERCENTAGE OF TOTAL</b>	28.00	3.5%
<b>TOTAL</b>	35.46	4.3%
<b>PERCENTAGE OF TOTAL</b>	28.00	3.5%
<b>TOTAL</b>	28.00	3.5%

LEGEND		
[Symbol]	Proposed location of future	Future
[Symbol]	Existing location of future	Existing
[Symbol]	Proposed location of future	Proposed
[Symbol]	Existing location of future	Existing
[Symbol]	Proposed location of future	Proposed
[Symbol]	Existing location of future	Existing

1	CONTRACT NO.	
2	PROJECT NO.	
3	CLIENT	
4	DATE	
5	SCALE	
6	DRAWN BY	
7	CHECKED BY	
8	DATE	
9	SCALE	
10	DRAWN BY	
11	CHECKED BY	

**NOTE**  
 THIS DESIGN AND ALL ASSOCIATED WITH THIS  
 INTENTED TO BE USED IN CONJUNCTION WITH  
 ALL OTHERS TO BE PROVIDED TO THE CLIENT  
 AND NOT TO BE REPRODUCED OR USED IN ANY  
 MANNER WITHOUT THE WRITTEN PERMISSION OF  
 THE ARCHITECT.

**NOTE**  
 ALL LEVELS ARE TO A.H.D.  
 NOTE: F.L. FINISHED FLOOR LEVELS  
 R.L. REDUCED LEVELS

NO PART OF THIS DESIGN OR ANY PART THEREOF  
 SHALL 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, WITHOUT PERMISSION  
 IN WRITING FROM THE ARCHITECT.

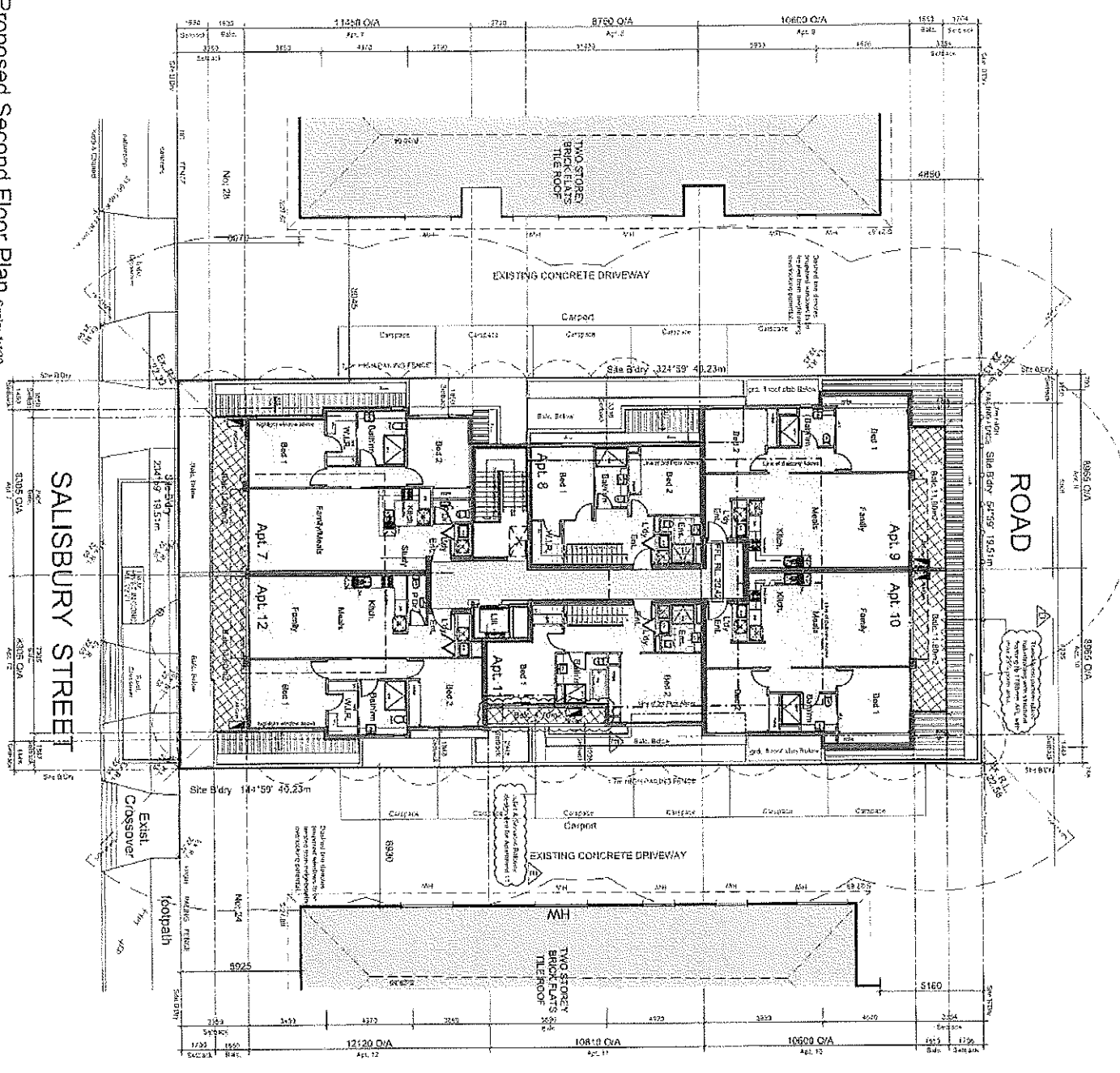
**PROPOSED MULTI-UNIT  
 RESIDENTIAL & ASSOCIATED  
 OFFICE DEVELOPMENT  
 AT: 28 SALISBURY STREET,  
 WERRIBEE.**

**RODI DEVELOPMENTS**

**BB DESIGN GROUP**  
 ARCHITECTS & DESIGNERS  
 2/52 DUNDAS STREET  
 MELBOURNE VIC 3000

PROPOSED FIRST FLOOR PLAN  
 SCALE: 1:100  
 DATE: JUL 2016  
 DRAWN BY: B.B.  
 CHECKED BY: B.B.  
 PROJECT NO: TP-4  
 SHEET NO: 150209

Proposed Second Floor Plan scale: 1:100



AREA ANALYSIS (No.26)

ITEM	QTY	UNIT	AMOUNT
<b>SITE AREA</b>		<b>SQ. M.</b>	<b>784.00 (Total)</b>
<b>Ground Floor Plans</b>		<b>SQ. M.</b>	<b>5.15</b>
- 01st Floor	17.10	SQ. M.	5.15
- 2nd Floor	18.20	SQ. M.	9.35
<b>2nd Floor Plans</b>		<b>SQ. M.</b>	<b>62.20</b>
- 2nd Floor	62.20	SQ. M.	62.20
<b>Final Floor Plans</b>		<b>SQ. M.</b>	<b>67.35</b>
- 2nd Floor	67.35	SQ. M.	67.35
<b>Site Coverage (G.F.)</b>		<b>%</b>	<b>0.65</b>
<b>Site Coverage (2nd F.)</b>		<b>%</b>	<b>7.93</b>
<b>Site Coverage (Total)</b>		<b>%</b>	<b>8.58</b>

APARTMENT	AREA (SQ. M.)	AREA (SQ. FT.)
Apt. 7 - 2nd Floor	91.20	979
Apt. 8 - 2nd Floor	12.60	136
Apt. 9 - 2nd Floor	96.80	1043
Apt. 10 - 2nd Floor	119.90	1287
Apt. 11 - 2nd Floor	91.20	979
Apt. 12 - 2nd Floor	100.20	1074
<b>TOTAL</b>	<b>612.90</b>	<b>6598</b>

**LEGEND**

- Proposed 2nd Floor Plans
- Proposed 1st Floor Plans
- Proposed 0th Floor Plans
- Proposed 3rd Floor Plans
- Proposed 4th Floor Plans
- Proposed 5th Floor Plans
- Proposed 6th Floor Plans
- Proposed 7th Floor Plans
- Proposed 8th Floor Plans
- Proposed 9th Floor Plans
- Proposed 10th Floor Plans
- Proposed 11th Floor Plans
- Proposed 12th Floor Plans
- Proposed 13th Floor Plans
- Proposed 14th Floor Plans
- Proposed 15th Floor Plans
- Proposed 16th Floor Plans
- Proposed 17th Floor Plans
- Proposed 18th Floor Plans
- Proposed 19th Floor Plans
- Proposed 20th Floor Plans

**PROPOSED SECOND FLOOR PLAN**

DATE: JUL 2016  
SCALE: 1:100  
DRAWN BY: A.B.  
CHECKED BY: J.B.  
DATE: 28 MAR 15/02/19

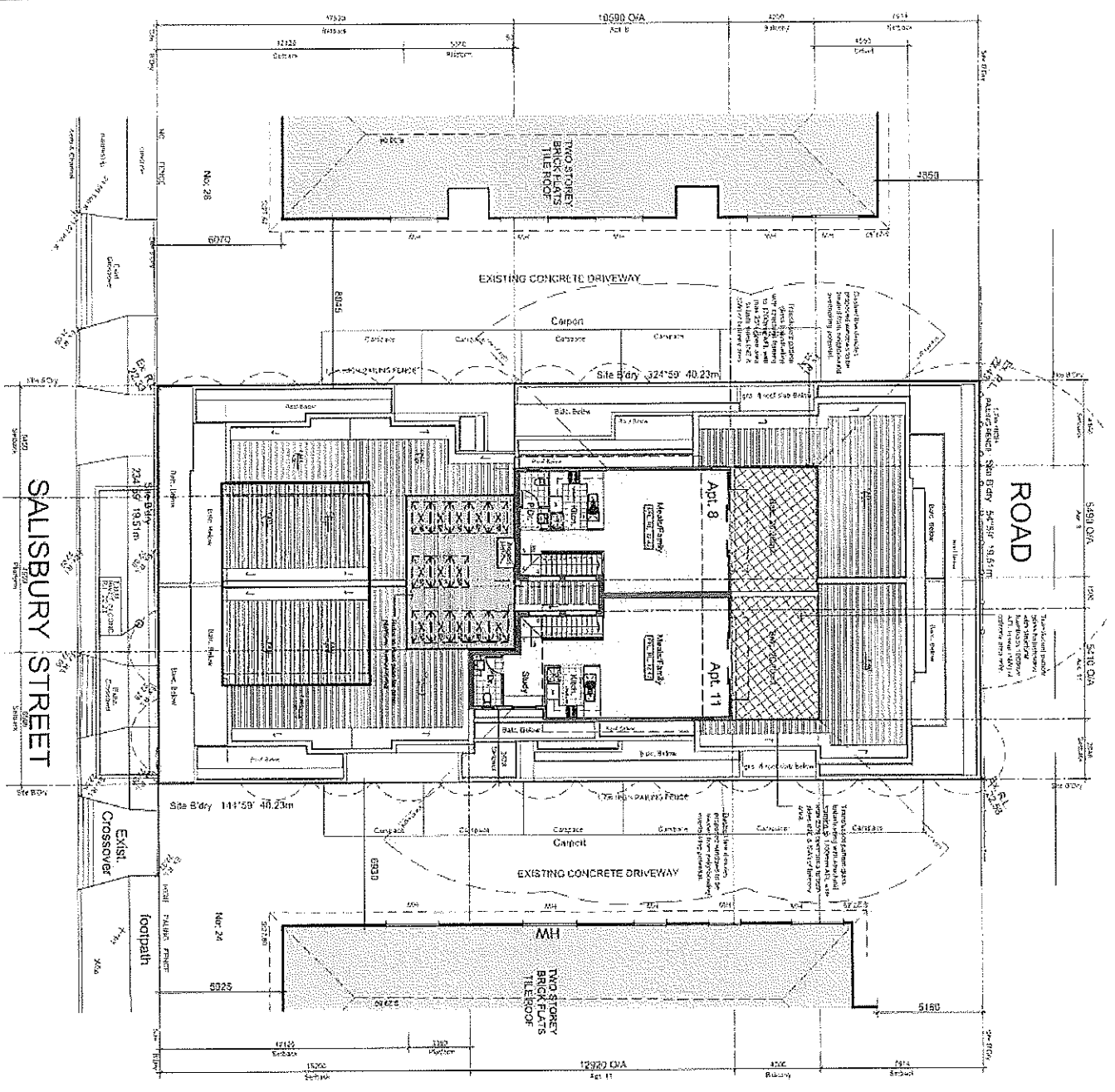
**PROPOSED MULTI-UNIT RESIDENTIAL & ASSOCIATED OFFICE DEVELOPMENT AT 26 SALISBURY STREET, WERRIBEE.**

**RODI DEVELOPMENTS**

**BB DESIGN GROUP**  
ARCHITECTURAL DESIGNERS  
10/11 GARDEN STREET, WERRIBEE VIC 3040  
PH: 03 9425 1111  
WWW.BBDESIGNGROUP.COM.AU

**NOTES:**

- REFER TO ARCHITECTURAL DRAWINGS FOR FURTHER DETAILS.
- REFER TO STRUCTURAL DRAWINGS FOR FURTHER DETAILS.
- REFER TO MECHANICAL DRAWINGS FOR FURTHER DETAILS.
- REFER TO ELECTRICAL DRAWINGS FOR FURTHER DETAILS.
- REFER TO PLUMBING DRAWINGS FOR FURTHER DETAILS.
- REFER TO FINISHES SCHEDULE FOR FURTHER DETAILS.
- REFER TO SCHEDULES FOR FURTHER DETAILS.
- REFER TO SPECIFICATIONS FOR FURTHER DETAILS.
- REFER TO CONTRACT DOCUMENTS FOR FURTHER DETAILS.
- REFER TO LOCAL REGULATIONS FOR FURTHER DETAILS.
- REFER TO NATIONAL STANDARDS FOR FURTHER DETAILS.
- REFER TO INTERNATIONAL STANDARDS FOR FURTHER DETAILS.
- REFER TO BEST PRACTICE FOR FURTHER DETAILS.
- REFER TO COMMON SENSE FOR FURTHER DETAILS.
- REFER TO LOGIC FOR FURTHER DETAILS.
- REFER TO REASON FOR FURTHER DETAILS.
- REFER TO SENSE FOR FURTHER DETAILS.
- REFER TO COMMON SENSE FOR FURTHER DETAILS.
- REFER TO LOGIC FOR FURTHER DETAILS.
- REFER TO REASON FOR FURTHER DETAILS.
- REFER TO SENSE FOR FURTHER DETAILS.



AREA ANALYSIS (No.26)

Site Area	782.90 (Total)
Ground Floor Plans	525m
Appt. 1 - Office Area	7120 2.26
Appt. 2 - Office Area	2129 3.41
Appt. 3 - Office Area	12659 16.32
Appt. 4 - Office Area	2839 3.63
Appt. 5 - Office Area	2839 3.63
Appt. 6 - Office Area	19260 24.61
Appt. 7 - Office Area	1839 2.36
Appt. 8 - Office Area	630 0.81
Appt. 9 - Office Area	880 1.12
Appt. 10 - Office Area	880 1.12
Appt. 11 - Office Area	11239 14.37
Appt. 12 - Office Area	1439 1.84
Appt. 13 - Office Area	11239 14.37
Appt. 14 - Office Area	1439 1.84
Appt. 15 - Office Area	11239 14.37
Appt. 16 - Office Area	1439 1.84
Appt. 17 - Office Area	11239 14.37
Appt. 18 - Office Area	1439 1.84
Appt. 19 - Office Area	11239 14.37
Appt. 20 - Office Area	1439 1.84
Appt. 21 - Office Area	11239 14.37
Appt. 22 - Office Area	1439 1.84
Appt. 23 - Office Area	11239 14.37
Appt. 24 - Office Area	1439 1.84
Appt. 25 - Office Area	11239 14.37
Appt. 26 - Office Area	1439 1.84
Appt. 27 - Office Area	11239 14.37
Appt. 28 - Office Area	1439 1.84
Appt. 29 - Office Area	11239 14.37
Appt. 30 - Office Area	1439 1.84
Appt. 31 - Office Area	11239 14.37
Appt. 32 - Office Area	1439 1.84
Appt. 33 - Office Area	11239 14.37
Appt. 34 - Office Area	1439 1.84
Appt. 35 - Office Area	11239 14.37
Appt. 36 - Office Area	1439 1.84
Appt. 37 - Office Area	11239 14.37
Appt. 38 - Office Area	1439 1.84
Appt. 39 - Office Area	11239 14.37
Appt. 40 - Office Area	1439 1.84
Appt. 41 - Office Area	11239 14.37
Appt. 42 - Office Area	1439 1.84
Appt. 43 - Office Area	11239 14.37
Appt. 44 - Office Area	1439 1.84
Appt. 45 - Office Area	11239 14.37
Appt. 46 - Office Area	1439 1.84
Appt. 47 - Office Area	11239 14.37
Appt. 48 - Office Area	1439 1.84
Appt. 49 - Office Area	11239 14.37
Appt. 50 - Office Area	1439 1.84

**Legend**

- Proposed building footprint
- Proposed parking spaces
- Proposed site access
- Proposed landscaping
- Proposed site works
- Proposed site furniture
- Proposed site lighting
- Proposed site drainage
- Proposed site boundary
- Proposed site setbacks
- Proposed site easements
- Proposed site crossovers
- Proposed site paths
- Proposed site walls
- Proposed site fences
- Proposed site gates
- Proposed site gates
- Proposed site gates

PROPOSED MULTI-UNIT  
RESIDENTIAL & ASSOCIATED  
OFFICE DEVELOPMENT  
AT: 26 SALISBURY STREET,  
MERRIBEE.

RODI DEVELOPMENTS

BB DESIGN GROUP  
BRIAN DENNIS CHAMBERS  
2/274 SALISBURY STREET,  
MERRIBEE, VIC 3045  
TEL: 03 9496 9888  
WWW.BBDESIGN.COM.AU

PROPOSED THIRD  
FLOOR PLAN

Scale 1:100

DATE: JUL 2016

DRAWN BY: R.E.

CHECKED BY: R.E.

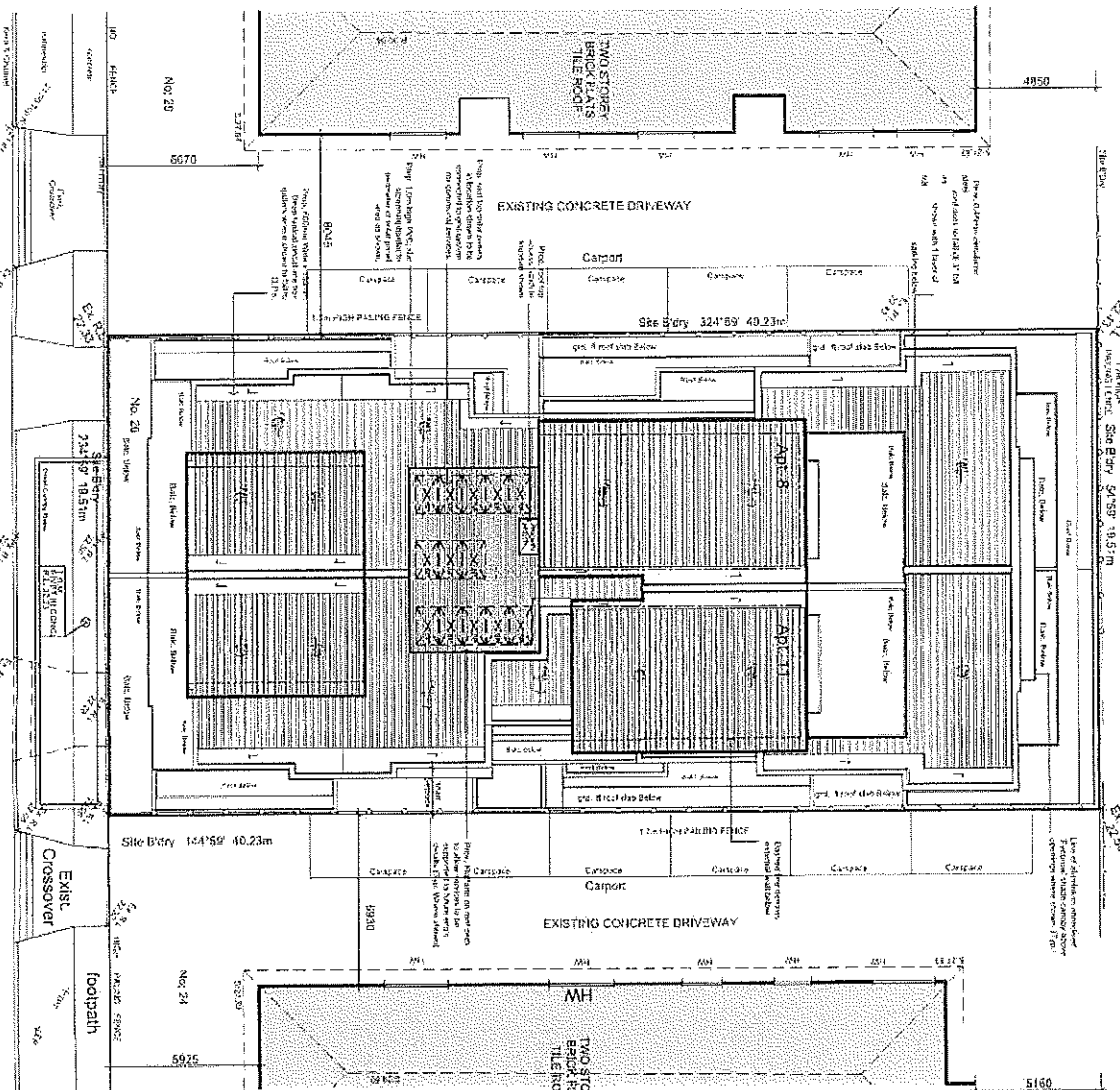
NOTE: THIS DESIGN AND CONSTRUCTION DEVELOPMENT ARE TO BE REFINED AND ACCOMMODATED WITH THE SURROUNDS. THIS REPORT PREPARED BY LOD CONSULTANTS'S DESIGN SERVICES UNIT.

NOTE: (ALL LEVELS ARE TO A.H.D.)  
NOTE: F.F.I. FINISHED FLOOR LEVELS  
NOTE: R.L. REDUCED LEVELS

Consultants of architectural, engineering, surveying, environmental and other services, including the preparation of drawings, specifications and reports, are to be engaged by the client for the purpose of providing professional services to the client. The client shall be responsible for the payment of the fees for such services.

NOTE:  
 AS PER COUNCIL REQUIREMENTS A NOISE ASSESSMENT IS TO BE CARRIED OUT BY A QUALIFIED NOISE ENGINEER PRIOR TO COMMENCEMENT OF CONSTRUCTION TO DETERMINE ANY RECOMMENDATIONS TO BE MADE TO THE DEVELOPER TO MITIGATE THE IMPACTS OF NOISE IDENTIFIED TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY.

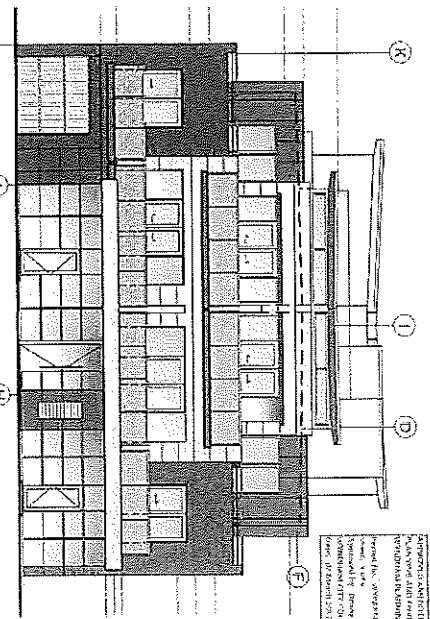
# ROAD



Proposed Site & Roof Plan  
 Scale: 1:100

# SALISBURY STREET

South - East Elevation  
 M.L.S.



**FINISHES SCHEDULE**

FINISH	DESCRIPTION
A	PROVIDE CONCRETE FLOORING TO ALL EXTERIOR AREAS EXCEPT DRIVEWAYS AND PATIOS. PROVIDE CONCRETE FLOORING TO ALL EXTERIOR AREAS EXCEPT DRIVEWAYS AND PATIOS.
B	PROVIDE CONCRETE FLOORING TO ALL EXTERIOR AREAS EXCEPT DRIVEWAYS AND PATIOS.
C	PROVIDE CONCRETE FLOORING TO ALL EXTERIOR AREAS EXCEPT DRIVEWAYS AND PATIOS.
D	PROVIDE CONCRETE FLOORING TO ALL EXTERIOR AREAS EXCEPT DRIVEWAYS AND PATIOS.
E	PROVIDE CONCRETE FLOORING TO ALL EXTERIOR AREAS EXCEPT DRIVEWAYS AND PATIOS.
F	PROVIDE CONCRETE FLOORING TO ALL EXTERIOR AREAS EXCEPT DRIVEWAYS AND PATIOS.
G	PROVIDE CONCRETE FLOORING TO ALL EXTERIOR AREAS EXCEPT DRIVEWAYS AND PATIOS.
H	PROVIDE CONCRETE FLOORING TO ALL EXTERIOR AREAS EXCEPT DRIVEWAYS AND PATIOS.
I	PROVIDE CONCRETE FLOORING TO ALL EXTERIOR AREAS EXCEPT DRIVEWAYS AND PATIOS.
J	PROVIDE CONCRETE FLOORING TO ALL EXTERIOR AREAS EXCEPT DRIVEWAYS AND PATIOS.
K	PROVIDE CONCRETE FLOORING TO ALL EXTERIOR AREAS EXCEPT DRIVEWAYS AND PATIOS.
L	PROVIDE CONCRETE FLOORING TO ALL EXTERIOR AREAS EXCEPT DRIVEWAYS AND PATIOS.

(ALL LEVELS ARE TO A.H.D.)  
 NOTE: F.F.L. FINISHED FLOOR LEVELS  
 R.L. - REDUCED LEVELS

NOTE:  
 THE FINISHES AND CONSTRUCTION INDICATED ARE ASSOCIATED WITH THE PROPOSED CONSTRUCTION AND ARE NOT TO BE TAKEN AS A COMMITMENT TO BE PROVIDED UNLESS SPECIFICALLY NOTED OTHERWISE IN THE DRAWINGS.  
 DATED 16.07.15

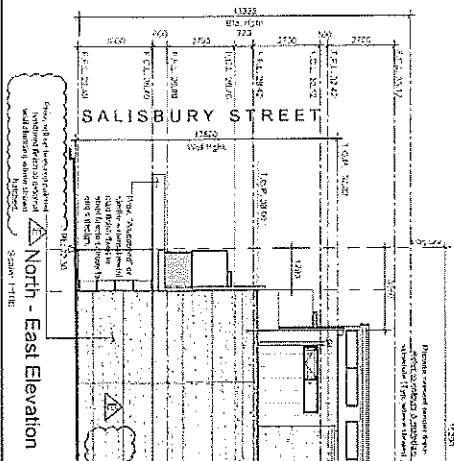
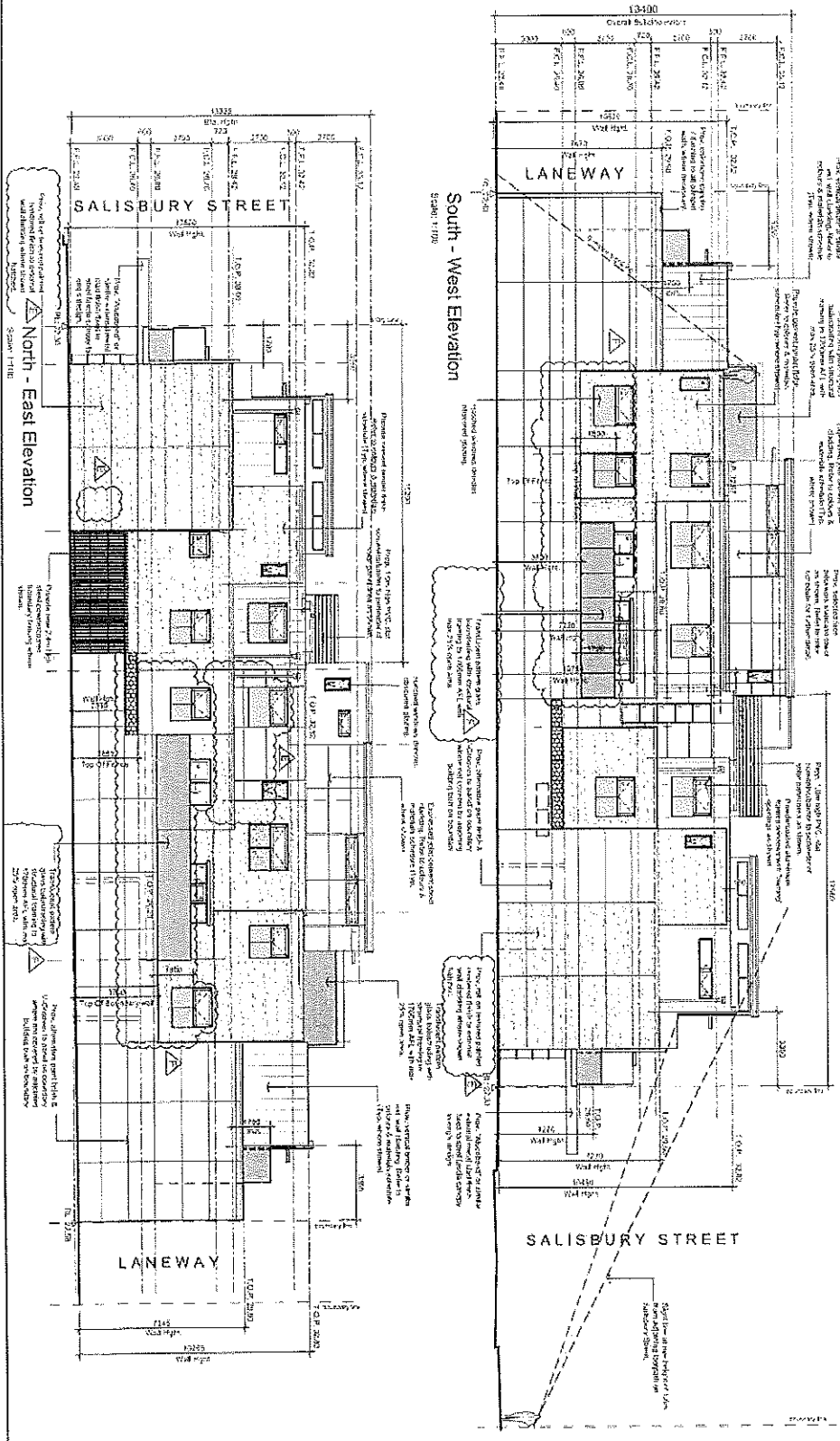
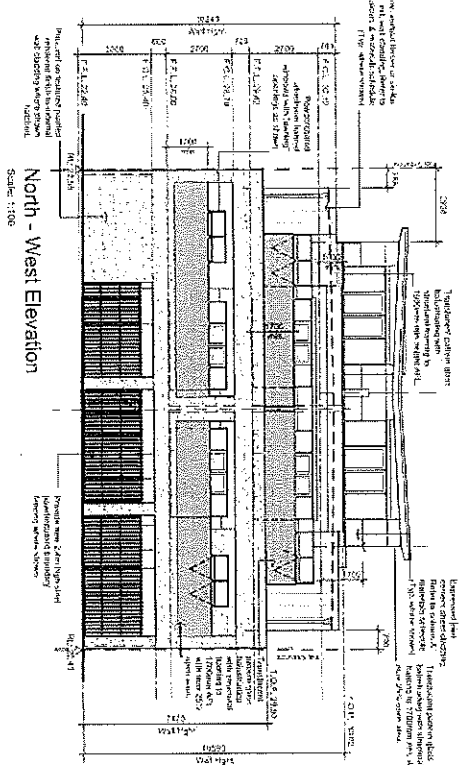
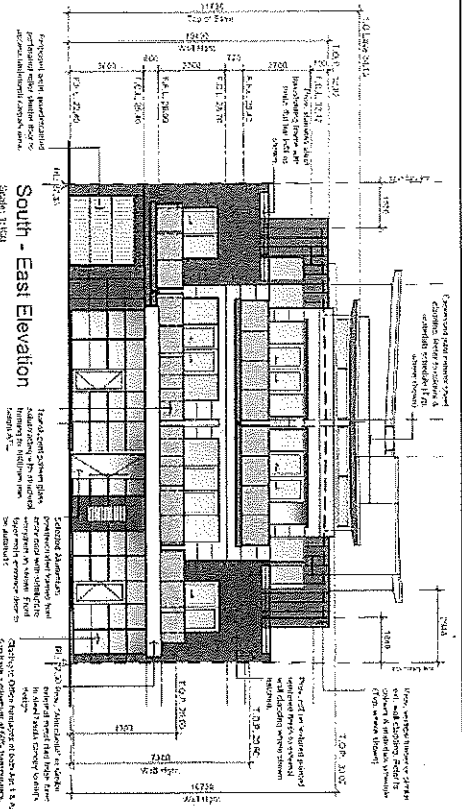
NO.	DATE	REVISIONS
1	16.07.15	ISSUE FOR PERMIT APPLICATION
2	16.07.15	ISSUE FOR PERMIT APPLICATION
3	16.07.15	ISSUE FOR PERMIT APPLICATION
4	16.07.15	ISSUE FOR PERMIT APPLICATION
5	16.07.15	ISSUE FOR PERMIT APPLICATION
6	16.07.15	ISSUE FOR PERMIT APPLICATION
7	16.07.15	ISSUE FOR PERMIT APPLICATION
8	16.07.15	ISSUE FOR PERMIT APPLICATION
9	16.07.15	ISSUE FOR PERMIT APPLICATION
10	16.07.15	ISSUE FOR PERMIT APPLICATION

PROPOSED MULTI-UNIT  
 RESIDENTIAL & ASSOCIATED  
 OFFICE DEVELOPMENT  
 AT 26 SALISBURY STREET,  
 MERIBEE.

RODI DEVELOPMENTS

BB DESIGN GROUP  
 BUILDING DESIGNERS  
 10/11 GARDEN STREET, AUCKLAND  
 PH: 09 308 8888  
 WWW.BBDESIGNGROUP.CO.NZ

PROPOSED ROOF PLAN  
 DATE: 16.07.15  
 SCALE: 1:100  
 SHEET NO. 13/13  
 PROJECT NO. 1507008



NO.	DATE	DESCRIPTION	BY	CHKD.
1	10/15/16	ISSUED FOR PERMIT	EB	EB
2	11/15/16	REVISIONS	EB	EB
3	12/15/16	REVISIONS	EB	EB
4	01/15/17	REVISIONS	EB	EB
5	02/15/17	REVISIONS	EB	EB
6	03/15/17	REVISIONS	EB	EB
7	04/15/17	REVISIONS	EB	EB
8	05/15/17	REVISIONS	EB	EB
9	06/15/17	REVISIONS	EB	EB
10	07/15/17	REVISIONS	EB	EB
11	08/15/17	REVISIONS	EB	EB
12	09/15/17	REVISIONS	EB	EB
13	10/15/17	REVISIONS	EB	EB
14	11/15/17	REVISIONS	EB	EB
15	12/15/17	REVISIONS	EB	EB
16	01/15/18	REVISIONS	EB	EB
17	02/15/18	REVISIONS	EB	EB
18	03/15/18	REVISIONS	EB	EB
19	04/15/18	REVISIONS	EB	EB
20	05/15/18	REVISIONS	EB	EB
21	06/15/18	REVISIONS	EB	EB
22	07/15/18	REVISIONS	EB	EB
23	08/15/18	REVISIONS	EB	EB
24	09/15/18	REVISIONS	EB	EB
25	10/15/18	REVISIONS	EB	EB
26	11/15/18	REVISIONS	EB	EB
27	12/15/18	REVISIONS	EB	EB
28	01/15/19	REVISIONS	EB	EB
29	02/15/19	REVISIONS	EB	EB
30	03/15/19	REVISIONS	EB	EB
31	04/15/19	REVISIONS	EB	EB
32	05/15/19	REVISIONS	EB	EB
33	06/15/19	REVISIONS	EB	EB
34	07/15/19	REVISIONS	EB	EB
35	08/15/19	REVISIONS	EB	EB
36	09/15/19	REVISIONS	EB	EB
37	10/15/19	REVISIONS	EB	EB
38	11/15/19	REVISIONS	EB	EB
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43	04/15/20	REVISIONS	EB	EB
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45	06/15/20	REVISIONS	EB	EB
46	07/15/20	REVISIONS	EB	EB
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75	12/15/22	REVISIONS	EB	EB
76	01/15/23	REVISIONS	EB	EB
77	02/15/23	REVISIONS	EB	EB
78	03/15/23	REVISIONS	EB	EB
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83	08/15/23	REVISIONS	EB	EB
84	09/15/23	REVISIONS	EB	EB
85	10/15/23	REVISIONS	EB	EB
86	11/15/23	REVISIONS	EB	EB
87	12/15/23	REVISIONS	EB	EB
88	01/15/24	REVISIONS	EB	EB
89	02/15/24	REVISIONS	EB	EB
90	03/15/24	REVISIONS	EB	EB
91	04/15/24	REVISIONS	EB	EB
92	05/15/24	REVISIONS	EB	EB
93	06/15/24	REVISIONS	EB	EB
94	07/15/24	REVISIONS	EB	EB
95	08/15/24	REVISIONS	EB	EB
96	09/15/24	REVISIONS	EB	EB
97	10/15/24	REVISIONS	EB	EB
98	11/15/24	REVISIONS	EB	EB
99	12/15/24	REVISIONS	EB	EB
100	01/15/25	REVISIONS	EB	EB

**NOTE:**  
 1. ALL LEVELS ARE TO A.H.D.  
 2. F.L. FINISHED FLOOR LEVELS  
 3. R.L. REFINED LEVELS

**PROPOSED MULT-UNIT  
 RESIDENTIAL & ASSOCIATED  
 OFFICE DEVELOPMENT  
 AT: 26 SALISBURY STREET,  
 WERRIBEE.**

**RODI DEVELOPMENTS**

**BB DESIGN GROUP  
 BUILDING DESIGNERS**

**PROPOSED ELEVATIONS**

DATE: JUL 2016  
 DRAWN: M.A.  
 CHECKED: E.B.  
 SCALE: 1:100  
 JOB NO: 150205



## List of Inclusions

Development Site: 26 Salisbury St

Town planning ID: WYP8474\_15.01

### Unit 1 and 6 Apartment

Inclusion	Brand	Unit Measure
5 burner (gas) cook top	Technika TU950TME8	1
900mm Oven	As Above	1
Dishwasher	Technika TDX6SS-3	1
Concealed range hood	Technika CP10SS	1
Split System AC (Master Bedroom)	Panasonic Reverse Cycle Inverter A/C (or equivalent)	1
Split System AC (Living/Kitchen)	Panasonic Reverse Cycle Inverter A/C (or equivalent)	1
Floor tiles (bathroom)	Builders Range	Area of bathroom floor
Carpet to bedrooms (including WIR)	Builders Range	Areas of respective rooms
Engineered timber flooring to Living/Dining/Kitchen	Builders Range	Area of living, dining and kitchen
Floor tiles to balcony	Builders Range	Area of balcony
Toilets as shown on town planning floor plans.	TBA	
Vanities as specified on town planning floor plans. Vanities to be wall hung with stone bench tops and under mount basins.	Manufactured stone bench top, laminex (or similar) doors and end panels. Melamine carcass.	
LED down lights throughout house. Lighting plan yet to be determined.	TBA	TBA
Pendant lighting over kitchen bench	Builders Range	2
TV Aerial	TBA	1
Joinery to all WIRs/robes and linen cupboards	White melamine shelving with chrome hanging rail	As per town planning floor plans
Kitchen to be of laminex (or similar) finish with 40mm manufactured stone bench tops.	Stone and laminex selection yet to be determined.	
Glass balustrade to balcony	Oxworks semi-frameless glass balustrading. <a href="http://www.oxworks.com.au/product/balustrade/semi-frameless-glass-balustrade/">http://www.oxworks.com.au/product/balustrade/semi-frameless-glass-balustrade/</a>	Length as shown on town planning plans.
External cladding as per town planning specification	TBA	Area as shown on town planning documents.

### Unit 1 and 6 Office

Inclusion	Brand	Unit Measure
Engineered timber flooring to office floors	Builders Range	Area of office
5 burner (gas) cook top	Technika TU950TME8	1
900mm Oven	As Above	1
Dishwasher	Technika TDX6SS-3	1
Concealed range hood	Technika CP10SS	1
Split System AC Main Office	Panasonic Reverse Cycle Inverter A/C (or equivalent)	1
Split System AC Second Office	Panasonic Reverse Cycle Inverter A/C (or equivalent)	1
Floor tiles kitchen	Builders Range	Area of kitchen floor
Disabled toilet floor tiles	Builders Range	Area of bathroom floor
All fixtures required for a disabled toilet.	Builders Range	As required

Unit 2,3,4,5,7,8,9,10,11 and 12


Inclusion	Brand	Unit Measure
5 burner (gas) cook top	Technika TU950TME8	1
900mm Oven	As Above	1
Dishwasher	Technika TDX6SS-3	1
Concealed range hood	Technika CP10SS	1
Split System AC (Master Bedroom)	Panasonic Reverse Cycle Inverter A/C (or equivalent)	1
Split System AC (Living/Kitchen)	Panasonic Reverse Cycle Inverter A/C (or equivalent)	1
Floor tiles (bathroom)	Builders Range	Area of bathroom floor
Carpet to bedrooms (including WIR)	Builders Range	Areas of respective rooms
Engineered timber flooring to Living/Dining/Kitchen	Builders Range	Area of living, dining and kitchen
Floor tiles to balcony	Builders Range	Area of balcony
Toilets as shown on town planning floor plans.	TBA	
Vanities as specified on town planning floor plans. Vanities to be wall hung with stone bench tops and under mount basins.	Manufactured stone bench top, laminex (or similar) doors and end panels. Melamine carcass.	
LED down lights throughout house. Lighting plan yet to be determined.	TBA	TBA
Pendant lighting over kitchen bench	Builders Range	2
TV Aerial	TBA	1
Joinery to all WIRs/robes and linen cupboards	White melamine shelving with chrome hanging rail	As per town planning floor plans
Kitchen to be of laminex (or similar) finish with 40mm manufactured stone bench tops.	Stone and laminex selection yet to be determined.	
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External cladding as per town planning specification	TBA	Area as shown on town planning documents.

# Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.  
 This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.  
 The vendor may sign by electronic signature.  
 The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land LOT                   , 26 SALISBURY STREET, WERRIBEE

Vendor's name RODI DEVELOPMENTS PTY LTD (ACN 165 523 240) Date  
23 15 117.

Vendor's signature 

Vendor's name JAMES CICELO Date  
23 15 117

Vendor's signature 

Purchaser's name  Date  
/ /

Purchaser's signature

Purchaser's name  Date  
/ /

Purchaser's signature

# 1. FINANCIAL MATTERS

## 1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)

- (a) This lot is not separately rated. When separately rated, their total will not exceed \$10,000.00
- (b) \*There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in items 1.1(a), (b) or (c) above; other than any amounts described in this rectangular box. \$

## 1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

\$NIL

Other particulars (including dates and times of payments):  
NIL

## 1.3 Terms Contract

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not applicable.

## 1.4 Sale Subject to Mortgage

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not applicable.

# 2. INSURANCE

## 2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not applicable.

## 2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not applicable.

# 3. LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

\*is in the attached copies of title documents.

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

NIL

3.2 Road Access

\*There is NO access to the property by road if the square box is marked with an "X"

3.3 Designated Bushfire Prone Area

\*The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993* if the square box is marked with an "X"

3.4 Planning Scheme

\*Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

\*Are attached.

4.2 Agricultural Chemicals

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

4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

NIL

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land):

Will be supplied before settlement.

6. OWNERS CORPORATION

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

6.1 \*A current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act 2006* will be supplied before settlement.

7. FORESEEABLE LOSS – In the event that the Purchaser breaches the contract, the Purchaser must pay the Vendor compensation for any reasonably foreseeable loss to the Vendor resulting from the breach including (without limitation):

- (a) the cost of obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance;
- (b) interest payable by the Vendor for loans the repayment of which is secured by a mortgage of this property;
- (c) penalties payable by the Vendor if settlement of the Vendor's purchase of another property is delayed; and
- (d) legal costs and expenses as between solicitor and client.

**8. \*GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)**

Words and expressions in this section 8 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

**8.1 Work-in-Kind Agreement**

This section 8.1 only applies if the land is subject to a work-in-kind agreement.

- (a) \*The land is NOT to be transferred under the agreement unless the square box is marked with an "X"
- (b) \*The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an "X"
- (c) \*The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an "X"

**8.2 GAIC Recording**

This section 8.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording. The accompanying boxes marked with an "X" indicate that such a certificate or notice that is attached:

- (a) \*Any certificate of release from liability to pay a GAIC
- (b) \*Any certificate of deferral of the liability to pay the whole or part of a GAIC
- (c) \*Any certificate of exemption from liability to pay a GAIC
- (d) \*Any certificate of staged payment approval
- (e) \*Any certificate of no GAIC liability
- (f) \*Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability
- (g) \*A GAIC certificate issued under Part 9B of the *Planning and Environment Act* 1987 must be attached if there is no certificate or notice issued under any of sub-sections 7.2 (a) to (f) above

**9. 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"/>
--	--	--	--	--

**10. TITLE**

Attached are copies of the following documents:

**10.1 (a) \*Registered Title**

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

**11. SUBDIVISION**

**11.1 Unregistered Subdivision**

This section 11.1 only applies if the land is subject to a subdivision which is not registered.

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

**11.2 Staged Subdivision**

This section 11.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act* 1988.

Not applicable.

**11.3 Further Plan of Subdivision**

This section 11.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

Not applicable.

**12. \*DISCLOSURE OF ENERGY INFORMATION**

*(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)*

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

\*Are as follows:

NIL
-----

**13. 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.)*

**14. ATTACHMENTS**

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

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

*(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)*

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

VOLUME 03513 FOLIO 574

Security no : 124064827160Y  
Produced 02/03/2017 04:38 pm

LAND DESCRIPTION

Lot 12 Block A on Plan of Subdivision 002082.  
PARENT TITLE Volume 03405 Folio 877  
Created by instrument 0654161 27/06/1911

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor

RODI DEVELOPMENTS PTY LTD of LEVEL 9 451 LITTLE BOURKE STREET MELBOURNE VIC  
3000  
AL848409S 29/04/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AL848410J 29/04/2015  
NATIONAL AUSTRALIA BANK LTD

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

DIAGRAM LOCATION

SEE LP002082 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: 26 SALISBURY STREET WERRIBEE VIC 3030

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LIMITED  
Effective from 23/10/2016

DOCUMENT END



**LP 2082**  
 EDITION 3  
 PLAN MAY BE LODGED

Stamp  
**1. SEP. 88**

PLAN OF SUBDIVISION OF  
 PART OF CROWN ALLOTMENTS 25 & 26  
 TOWNSHIP OF WERRIBEE  
**PARISH OF DEUTGAM**  
 COUNTY OF BOURKE

Measurements are in Feet & Inches  
 Conversion Factor  
 FEET X 0.3048 = METRES

VOL.1528 FOL.490

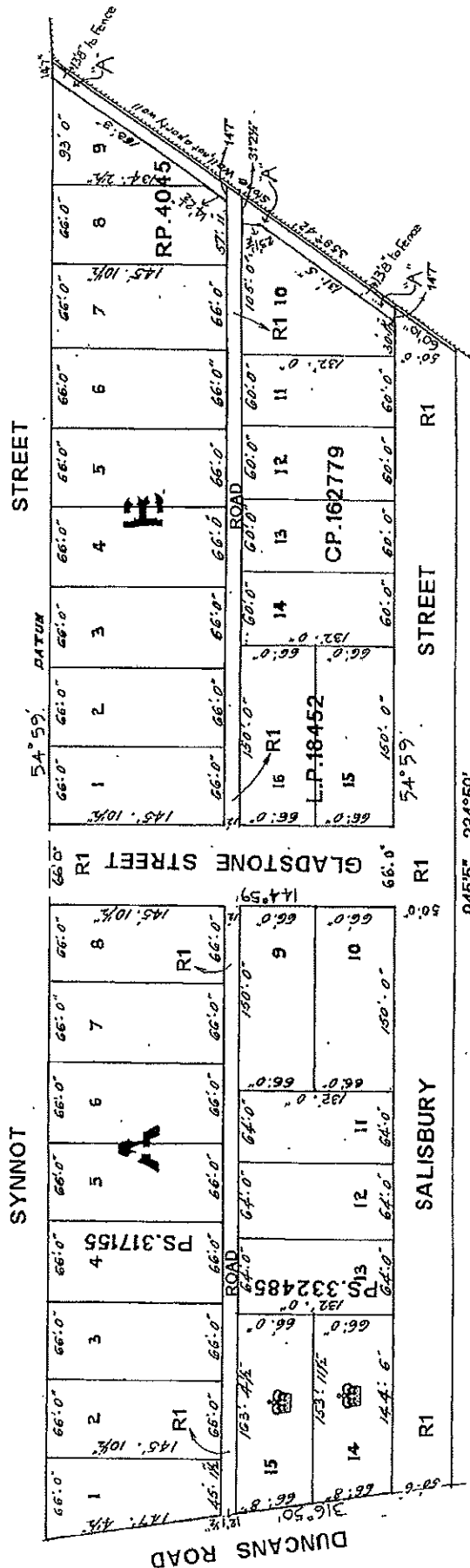
APPURTENANCES

AS TO LOTS 5 TO 8 & 12 SEC A  
 AND LOTS 3 TO 7 SEC B:  
 TOGETHER WITH A RIGHT OF  
 CARRIAGEWAY OVER THE ROADS  
 MARKED R1 ON THIS PLAN


ENCUMBRANCES

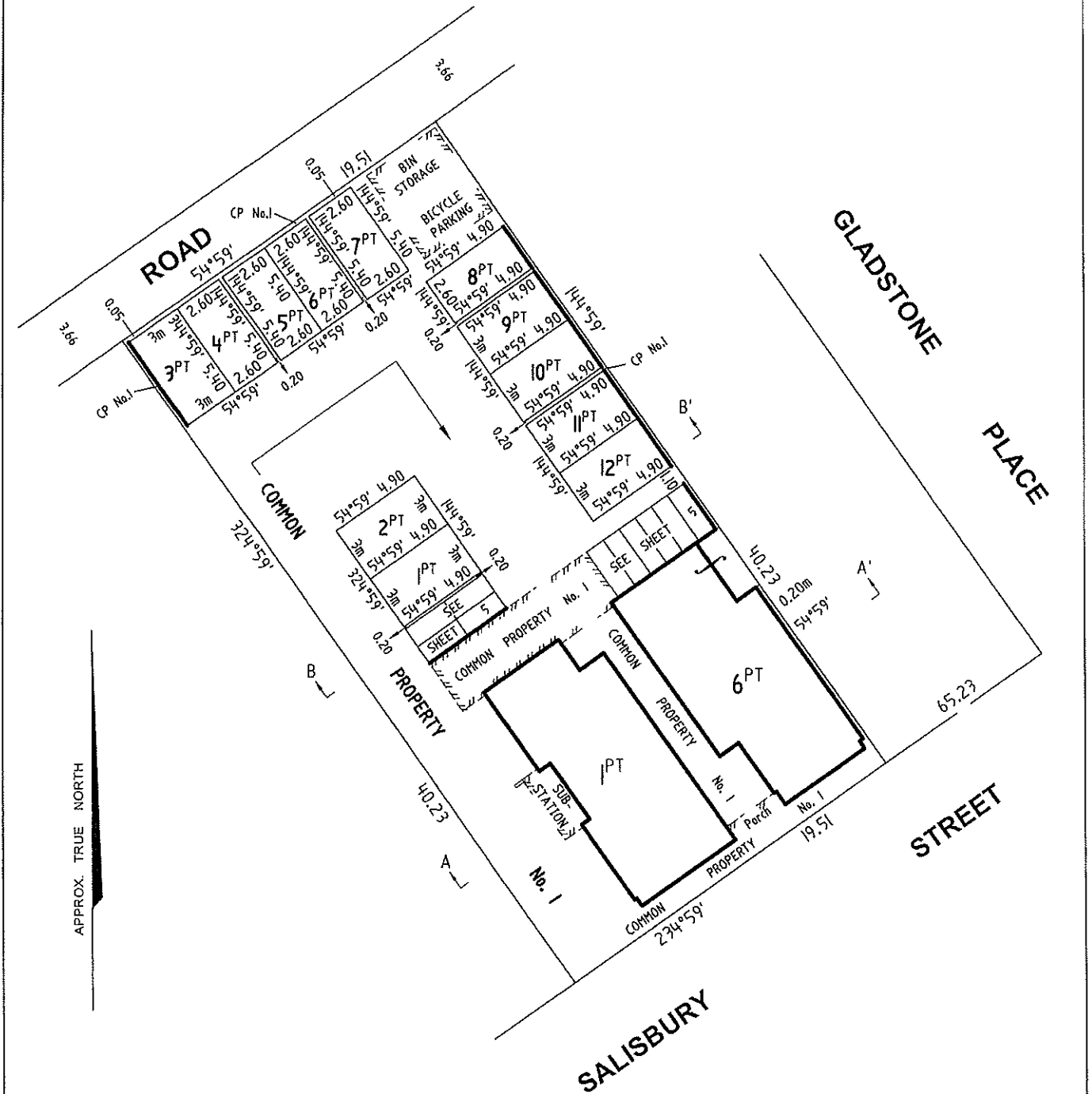
AS TO THE ROAD MARKED R1  
 ANY EASEMENTS AFFECTING  
 THE SAME

AS TO LOT 14 SEC B: TOGETHER  
 WITH A RIGHT OF CARRIAGEWAY  
 OVER THE ROADS COLOURED BLUE  
 ON CERTIFICATE OF TITLE VOL. 3405 FOL 877





<b>PLAN OF SUBDIVISION</b>		<b>EDITION 1</b>	<b>PS 807 340 C</b>	
<b>LOCATION OF LAND</b>		<div style="border: 1px solid black; padding: 5px;"> <p style="text-align: center;"><b>PRELIMINARY PLAN</b></p> <p>This is a preliminary plan prepared using the documentation listed below. All information shown on this plan, including proposed boundaries and Owners Corporation Schedules are preliminary only and subject to our final survey, approval by the Referral Authorities, certification by the Council, examination &amp; registration by Land Victoria and all other requirements of the subdivision application process.</p> <ul style="list-style-type: none"> <li>Endorsed Plans 25.05.16 (Planning Permit WYP 3474/15.01)</li> <li>Provisional Construction Drawings V1 August 2016 (86 Design Group)</li> </ul> </div>		
PARISH:	DEUTGAM			
TOWNSHIP:	WERRIBEE			
SECTION:				
CROWN ALLOTMENT:	25 (PART)			
CROWN PORTION:				
TITLE REFERENCE:	VOL. 3513 FOL. 574			
LAST PLAN REFERENCE:	LOT 12 BLOCK A ON LP 2082			
POSTAL ADDRESS: (At time of subdivision)	26 SALISBURY STREET, WERRIBEE 3030			
MGA94 Co-ordinates (Of approx. centre of land in plan)	E 294 650 ZONE 55 N 5 802 470			
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>		
IDENTIFIER	COUNCIL/BODY/PERSON	<p>Boundaries shown by thick continuous lines are defined by buildings.</p> <p><b>LOCATION OF BOUNDARIES DEFINED BY BUILDINGS</b></p> <p>Interior Face: All boundaries unless otherwise shown. Exterior Face : All other boundaries.</p> <p>*CP* - Common Property. VPB - Denotes vertical projection of internal face of balustrade HPC - Denotes horizontal projection of ceiling</p> <p>ALL INTERNAL COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS &amp; SERVICE INSTALLATIONS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No. 1. THE POSITION OF THESE COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS &amp; SERVICE INSTALLATIONS HAVE NOT BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN. THE STRUCTURE OF ANY WALL, FLOOR, CEILING, WINDOW, DOOR, BALUSTRADE WHICH DEFINE BOUNDARIES ARE CONTAINED WITHIN COMMON PROPERTY No. 1</p>		
NIL	NIL			
<b>NOTATIONS</b>		<p>DEPTH LIMITATION: Does not apply</p> <p><b>SURVEY</b></p> <p>This plan is based on survey.</p> <p><b>STAGING</b></p> <p>This is not a staged subdivision. Planning Permit No.</p> <p>This survey has been connected to permanent marks No(s).</p> <p>In Proclaimed Survey Area No.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p style="text-align: center;"><b>LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS.</b></p> <p>For details of Owners Corporation(s) including purpose, responsibility, entitlement &amp; liability, see Owners Corporation search report, Owners Corporation additional information &amp; if applicable <i>OWNERS CORPORATION RULES</i></p> </div>		
<p>DEPTH LIMITATION: Does not apply</p>				
<p><b>SURVEY</b></p> <p>This plan is based on survey.</p>				
<p><b>STAGING</b></p> <p>This is not a staged subdivision. Planning Permit No.</p>				
<p>This survey has been connected to permanent marks No(s).</p> <p>In Proclaimed Survey Area No.</p>				
<b>EASEMENT INFORMATION</b>				
LEGEND    A - APPURTENANT EASEMENT    E - ENCUMBERING EASEMENT    R - ENCUMBERING EASEMENT (ROAD)				
SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN.				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
		REFERENCE: 26564	VERSION 1	<small>Licensed Surveyor 52029195 Directed By M JAMESHALL Date 03.05.17</small>
<small>Unit 27, 22-30 Wallace Avenue Point Cook VIC 3030 T 03 9369 0730 F 03 9369 8285 E info@pmkennedy.com.au</small>		ORIGINAL SHEET SIZE: A3		SHEET 1 OF 9 SHEETS



**PRELIMINARY PLAN**

This is a preliminary plan prepared using the documentation listed below. All information shown on this plan, including proposed boundaries and Owners Corporation Schedules are preliminary only and subject to our final survey, approval by the Referral Authorities, certification by the Council, examination & registration by Land Victoria and all other requirements of the subdivision application process.

- Endorsed Plans 25.05.16 (Planning Permit WYP 8474/15.01)
- Provisional Construction Drawings V1 August 2016 (BB Design Group)

**DIAGRAM I**

GROUND LEVEL & GROUND STOREY

ORIGINAL SHEET SIZE: A3	SHEET 2
SCALE 1:200	<p>LENGTHS ARE IN METRES</p>



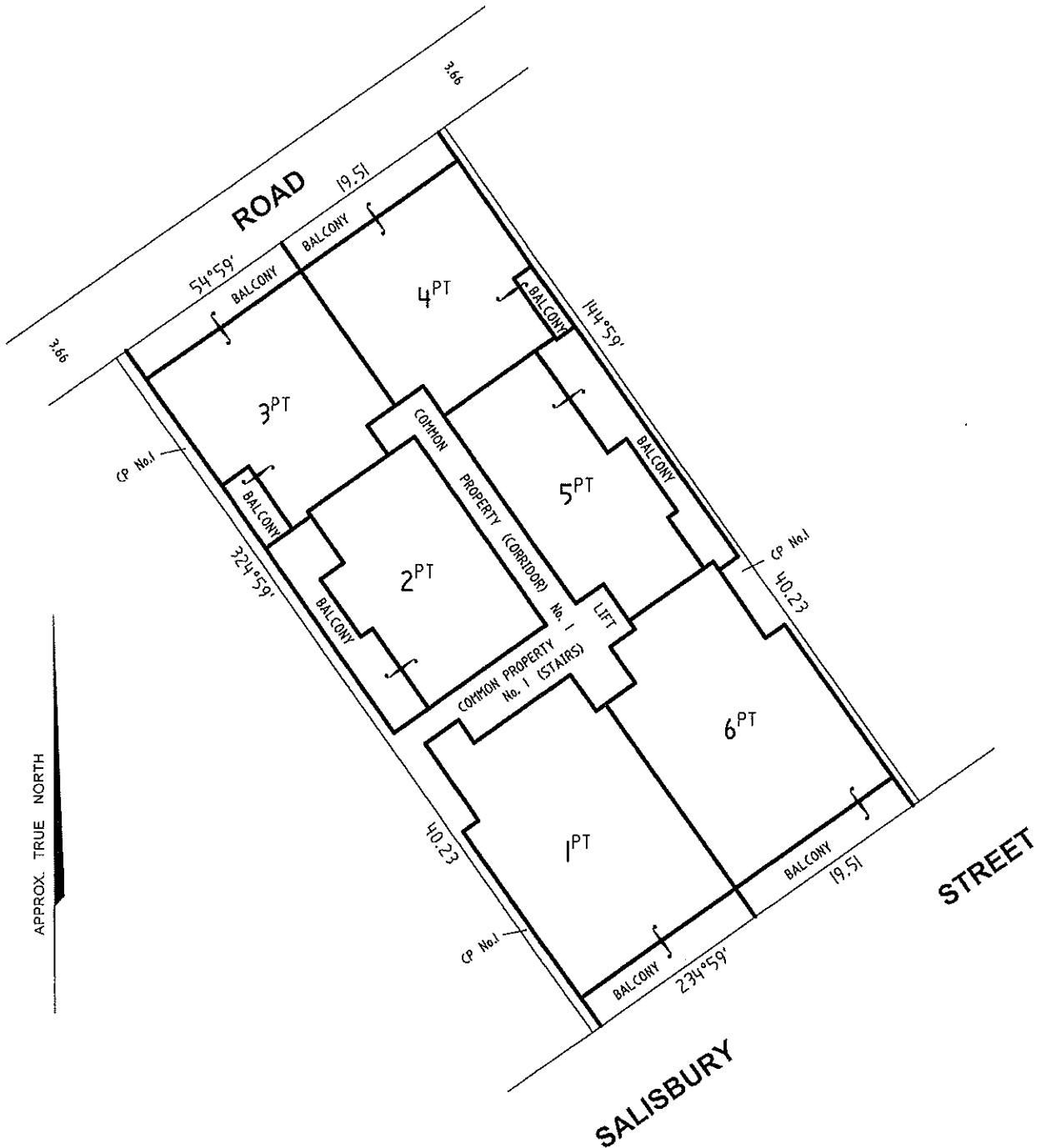
Unit 27, 22-30 Wallace Avenue Point Cook VIC 3030

T 03 9369 0730 F 03 9369 8285 E Info@pmkennedy.com.au

REFERENCE: 26564

VERSION 1

Licensed Engineer: S Zuccarelli  
Checked By: M ZUCCHARELLI  
Date: 08/05/17



**PRELIMINARY PLAN**

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- Endorsed Plans 25.05.16 (Planning Permit WYP 8474/15.01)
- Provisional Construction Drawings V1 August 2016 (BB Design Group)

**DIAGRAM 2**

LEVEL 1

ORIGINAL SHEET SIZE: A3	SHEET 3
SCALE 1:200	<p>LENGTHS ARE IN METRES</p>



Unit 27, 22-30 Wallace Avenue Point Cook VIC 3030

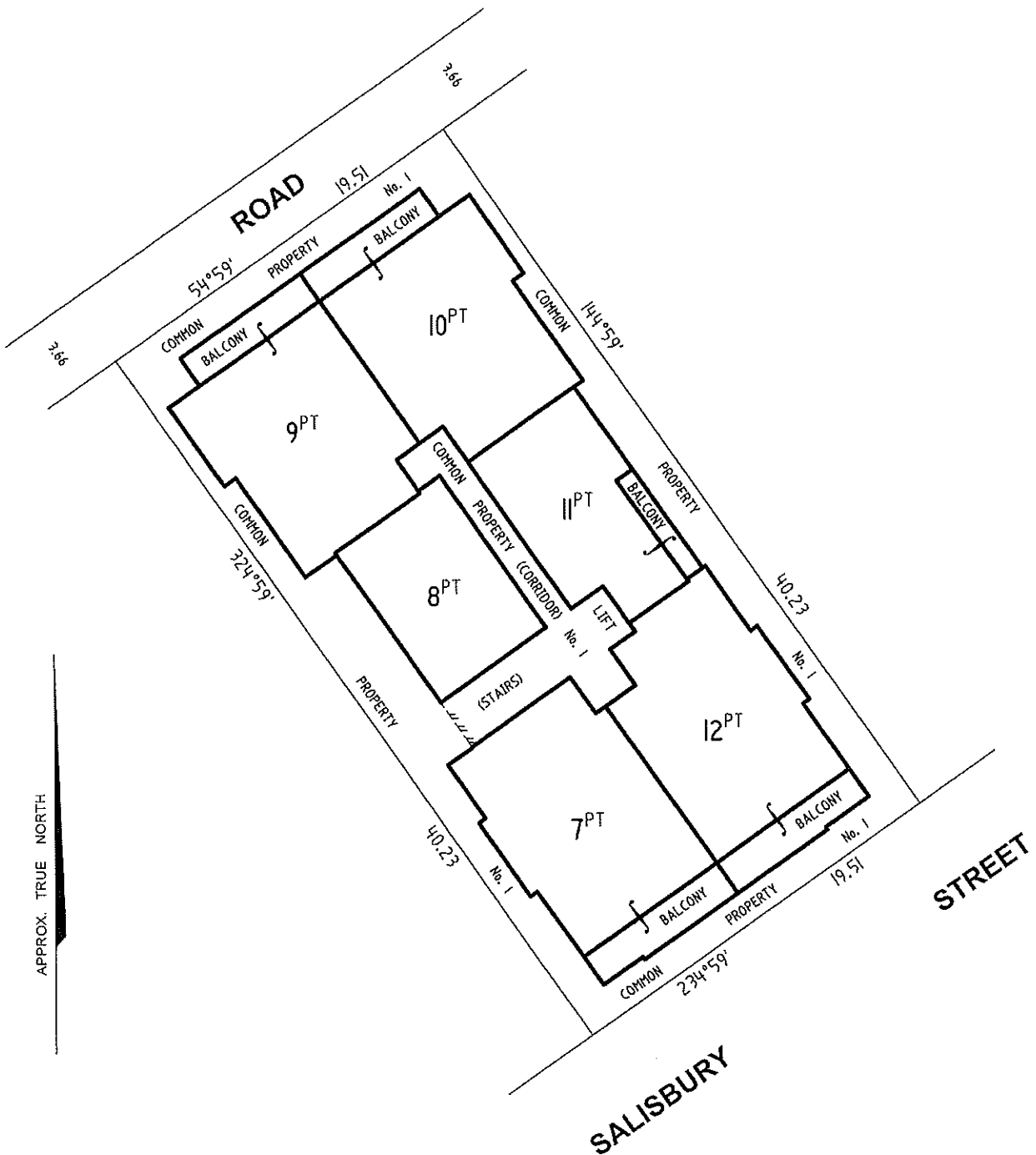
T 03 9369 0730 F 03 9369 8285 E info@pmkennedy.com.au

REFERENCE: 26564

VERSION 1

Licensed Surveyor, S 20000070  
Directed by M 14030482  
Date: 08/05/17

PS 807 340 C



APPROX. TRUE NORTH

**PRELIMINARY PLAN**

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- Encorsed Plans 25 05 16 (Planning Permit WYP 8474/15.01)
- Provisional Construction Drawings V1 August 2016 (BB Design Group)

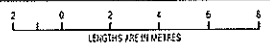
DIAGRAM 3

LEVEL 2

ORIGINAL SHEET  
SIZE: A3

SHEET 4

SCALE  
1:200



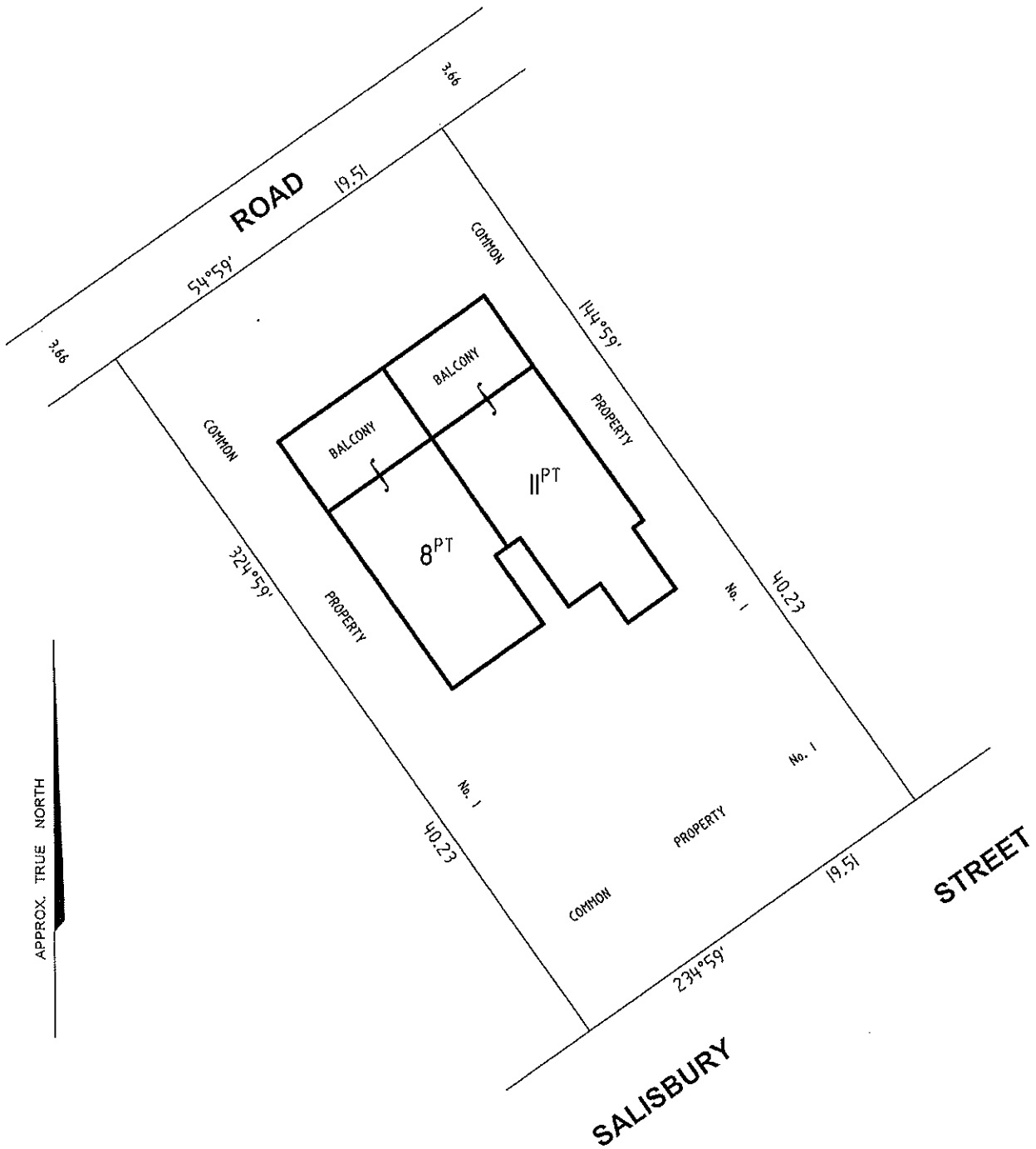
Unit 27, 22-30 Wallace Avenue Point Cook VIC 3030  
T 03 9369 0730 F 03 9369 8285 E info@pmkennedy.com.au

REFERENCE: 26564

VERSION 1

Licensed Surveyor 57666  
Drawn By 12229442  
Date 03/05/17

PS 807 340 C



APPROX. TRUE NORTH

**PRELIMINARY PLAN**

This is a preliminary plan prepared using the documentation listed below. All information shown on this plan, including proposed boundaries and Owners Corporation Schedules are preliminary only and subject to our final survey, approval by the Referral Authorities, certification by the Council, examination & registration by Land Victoria and all other requirements of the subdivision application process.

- Endorsed Plans 25.05.16 (Planning Permit WYP 8474/15.01)
- Provisional Construction Drawings V1 August 2016 (BB Design Group)

DIAGRAM 4

TOPMOST STOREY

ORIGINAL SHEET SIZE: A3	SHEET 5
SCALE 1:200	<p>LENGTHS ARE METRES</p>



Unit 27, 22-30 Wallace Avenue Point Cook VIC 3030  
 T 03 9369 0730 F 03 9369 8285 E info@pmkennedy.com.au

REFERENCE: 26564

VERSION 1

Licensed Surveyor S 20000310  
 Created By M 31724451  
 Date 05/05/17

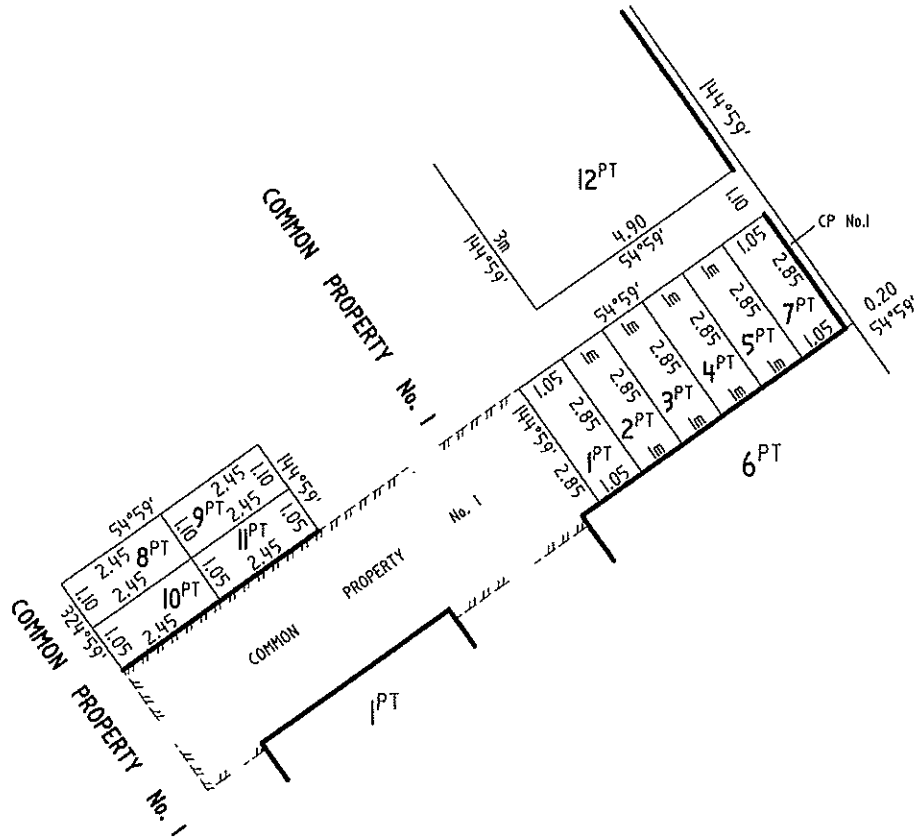


DIAGRAM 5  
STORAGE CAGES  
SCALE 1:100

ORIGINAL SHEET SIZE: A3	SHEET 6
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SCALE 1:100	<p>LENGTHS ARE IN METRES</p>
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Unit 27, 22-30 Wallace Avenue Point Cook VIC 3030  
T 03 9369 0730 F 03 9369 8285 E info@pmkennedy.com.au

REFERENCE: 26564 VERSION 1  
Licensed Surveyor S Zuccheri  
 Drawn By M HUGHES  
 Date 03/05/17



PS 807 340 C

BLANK

INTENTIONALLY

DIAGRAM 7  
SECTION B-B'

DIAGRAM 6  
SECTION A-A'



Unit 27, 22-30 Wallace Avenue, Point Cook VIC 3030  
T 03 9369 0730 F 03 9369 8285 E info@pmkennedy.com.au

REFERENCE: 26564

VERSION 1  
Lenses: Spheri 5, Spheri 8  
Drawn by: M. KENNEDY  
Date: 08/05/17

SCALE

LEGENDS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

SHEET 7

PS 807 340 C

BLANK

INTENTIONALLY

DIAGRAM 9  
SECTION D-D'



Unit 27, 72-30 Wallace Avenue Point Cook VIC 3030  
T 03 9369 0730 F 03 9369 8285 E info@pmkennedy.com.au

REFERENCE: 26564

VERSION 1

Licensed Surveyor & Licentiate  
Dimitris M. Kiriakidis  
Date 03/05/17

SCALE  
N/A

SELECT  
LEGEND SHEET FILES

ORIGINAL SHEET  
SIZE: A3

SHEET 8

# OWNERS CORPORATION SCHEDULE

PS 807 340 C

OWNERS CORPORATION 1

PLAN No: PS 807 340C

LAND AFFECTED BY OWNERS CORPORATION LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 AND COMMON PROPERTY No. 1

LIMITATIONS OF OWNERS CORPORATION UNLIMITED

## NOTATIONS

### PRELIMINARY PLAN

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- Endorsed Plans 25 05 16 (Planning Permit WYP 8474/15.01)
- Provisional Construction Drawings V1 August 2016 (BB Design Group)

## LOT ENTITLEMENT AND LOT LIABILITY

LOT	ENTITLEMENT	LIABILITY	LOT	ENTITLEMENT	LIABILITY	LOT	ENTITLEMENT	LIABILITY
1	240	240						
2	90	90						
3	105	105						
4	100	100						
5	90	90						
6	212	212						
7	105	105						
8	120	120						
9	100	100						
10	103	103						
11	130	130						
12	105	105						
TOTAL	1500	1500	TOTAL			TOTAL		



Unit 27, 22-30 Wallace Avenue Point Cook VIC 3030

T 03 9369 0730 F 03 9369 8285 E info@pmkennedy.com.au

REFERENCE: 26564

VERSION 1

Licensed Surveyor S Zencarelli  
Created By M MKC-SSD  
Date: 05 05 17

ORIGINAL SHEET  
SIZE: A3

SHEET 9



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: SJR:170258

Our Ref: wLIC1359/17

Date: 08/03/2017

SAI Global Property Division Pty Ltd  
 DX 502  
 MELBOURNE VIC

**LAND INFORMATION CERTIFICATE**  
 Year Ending :30/06/2017  
 Assessment No: 104493  
 Certificate No: wLIC1359/17  
 All Enquiries and Updates to 03 9742 0777



Property Description: V 3513 F 574 L 12 LP 2082 Deutgam Parish  
 AVPCC Code: 110 - Detached Home  
 Property Situated: 26 Salisbury Street  
 WERRIBEE VIC 3030

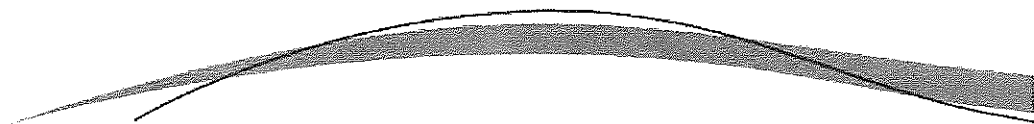
Site Value	\$450000	CIV	\$525000	NAV	\$26250
------------	----------	-----	----------	-----	---------

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 DL Rates		\$1697.85
Municipal Charge		\$57.04
Garbage Charge		\$243.00
Fire Services Levy		\$172.20
Current Rates Levied	\$2170.09	
Less Payments		(\$1627.09)
Balance Outstanding		\$543.00

<b>TOTAL OUTSTANDING</b>	<b>\$543.00</b>
--------------------------	-----------------

*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](mailto: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's 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:SAI Global Property Division Pty RECEIVED THE SUM OF \$25.40 BEING FOR THE FEE FOR THE CERTIFICATE  
Ltd  
REFERENCE:wLIC1359/17

*Lisa Sayers*  
Lisa Sayers/Designated Officer

**Payment Options**



BPAY (Rates payments only)  
Billor Code: 76869  
Customer Reference Number: 1501918

Online via Credit Card  
Visit [www.wyndham.vic.gov.au](http://www.wyndham.vic.gov.au)  
Rates Payment  
Bank Reference Number: 1501918

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



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: SJR:170258

Our Ref: w2017C05449

09 March 2017

SAI Global Property Division Pty Ltd  
DX 502  
MELBOURNE VIC

Dear Sir/Madam,

**BUILDING PERMIT HISTORY**  
**PROPERTY: 26 Salisbury Street WERRIBEE VIC 3030**

A search of Building Services records for the preceding 10 years has revealed the following building history.

Permit No	Building Type	Permit Date	Occupancy/Final No.	Occupancy/Final Date
07496.0	Demolition of all structures on site	30/03/2016		

(This building history may not include details of any building works constructed between 1 August 1999 and 13 June 2005 where the cost of labour and materials did not exceed \$5,000).

**Outstanding orders or notices**

Our records show that there are no outstanding notices or orders under the Building Regulations. However, it is to be noted that we have not conducted an inspection of the property in regard to this enquiry and that this does not preclude Council from taking action on any illegal building works subsequently identified.

**Make your own enquiries**

The information supplied in this letter is based solely on current Building Services records. We have made no enquiries beyond consulting these records. Consequently we recommend that you make your own enquiries for any specific details you may require.

**Personal safety**

In the interests of personal safety, we also remind you that:

- All residential properties with existing swimming pools or spas must have compliant safety pool fencing
- If smoke alarms have not been installed in a residential property, they must be installed by the new owner within 30 days of property settlement.


**Failure to comply with either of these requirements may result in significant fines and Court prosecution.**

**Disclaimer**

We expressly disclaim any liability for loss, however occasioned from reliance upon the information herein.

If you have any questions about this letter, please contact Building Services on (03) 9742 0716 or email [mail@wyndham.vic.gov.au](mailto:mail@wyndham.vic.gov.au).

Yours faithfully,

A handwritten signature in black ink, appearing to read "Alan Cocks", with a horizontal line underneath.

ALAN COCKS  
MUNICIPAL BUILDING SURVEYOR



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

OurRef: w2017C05448

Your Ref: SJR:170258

09 March 2017

SAI Global Property Division Pty Ltd  
 DX 502  
 MELBOURNE VIC

**PROPERTY DETAILS:**

Property No: 104493

**26 Salisbury Street  
 WERRIBEE VIC 3030  
 V 3513 F 574 L 12 LP 2082 Deutgam Parish**

**PROPERTY INFORMATION REQUEST: Building Regulations 2006 – Regulation 326**

Liabile to flooding (Reg 802)	<b>"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</b>
Designated as subject to attack by termites (Reg803)	<b>YES</b>
Subject to significant snow falls (Reg 805)	<b>NO</b>
Designated land or works under Part 10 of the Water Act 1989 (Reg 806)	<b>NO</b>
Declared Road (Reg. 409 & 424)	<b>NO</b>
Stormwater drainage point of discharge (Reg 610)	Contact Council's Technical Services Department on 9742 0777
Installation/Alteration of septic tank system (Reg 801)	Contact Council's Environmental Health Department on 9742 0738
Designated Bushfire prone areas (Reg. 810)	Refer to Land Channel website www.land.vic.gov.au
Bushfire Attack Level specified in Planning Scheme (Reg 811)	<b>NO</b>
Town Planning Permit (Reg. 401)	Contact Council's Town Planning Department on 9742 0879

**NOTE:** Melbourne Water became responsible for waterway management, floodplain management and regional drainage on 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 information on flood levels please visit the Landata or Anstat websites. Where City West Water is the relevant water authority this information can be obtained by purchasing a property information statement from this authority. For information on drainage assets please contact Melbourne Water on 9235 2265.

**A COCKS  
 MUNICIPAL BUILDING SURVEYOR**





# Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES  
131691

REFERENCE NO.  
12174943613

DATE OF ISSUE - 8/03/2017

APPLICATION NO.  
742536

SAI GLOBAL PROPERTY DIVISION PTY LTD

YOUR REF.  
42678550:68557062

ACCOUNTS PAYABLE - LEVEL 9  
GPO BOX 5420  
SYDNEY NSW 2001

SOURCE NO.  
99905059310

PROPERTY: 26 SALISBURY STREET WERRIBEE VIC 3030

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

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

If applicable, additional volumetric charges may be raised for periods after the date of the last meter read.

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
WATER SERVICE CHARGE RESIDENTIAL	228.00	Quarterly	31/03/2017	171.00	0.00
SEWERAGE SERVICE CHARGE RESIDENTIAL	253.00	Quarterly	31/03/2017	189.75	0.00
<b>TOTAL</b>	<b>652.17</b>			<b>507.72</b>	<b>0.00</b>

Service charges owing to 30/06/2016	0.00
Service charges owing for this financial year	0.00
Volumetric charges owing to 13/01/2017.	0.00
Adjustments	0.00
<b>Current amount outstanding</b>	<b>0.00</b>
Plus remainder service charges to be billed	144.45
<b>BALANCE including unbilled service charges</b>	<b>144.45</b>



City West Water

ABN 70 066 902 467

# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES  
131691

REFERENCE NO.

12174943613

DATE OF ISSUE - 8/03/2017

APPLICATION NO.

742536

Please note the water meter on this property was last read on 13/01/2017.

The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 13/01/2017 to the settlement date.

Based on the water consumption from the last bill for this property, the average daily cost of volumetric charges is as follows:

Drinking Water Usage            \$0.00 per day

If a final meter reading is required for settlement purposes please contact City West Water on 131691 at least 7 business days prior to the settlement date. Please note that results of the final meter reading will not be available for at least two business days after the meter is read. An account for charges from the last meter read date 13/01/2017 to the final meter read date will be forwarded to the vendor of the property.

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.



City West Water

ABN 70 066 902 467

# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES  
131691

REFERENCE NO.

12174943613

DATE OF ISSUE - 8/03/2017

APPLICATION NO.

742536

## Information given pursuant to section 158 of the Water Act 1989

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

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

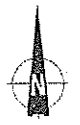
## 26 SALISBURY STREET WERRIBEE 3030

### Application No. 742536



#### 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: 06/03/2017

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



BEST HOOPER VIA SAI GLOBAL PROPERTY  
LEVEL 3, 355 SPENCER ST  
WEST MELBOURNE VIC 3003

**Your Reference:** 42678550:68557061  
**Certificate No:** 14924187  
**Issue Date:** 08 MAR 2017  
**Enquiries:** ESYSPROD

**Land Address:** 26 SALISBURY STREET WERRIBEE VIC 3030

Land Id	Lot	Plan	Volume	Folio	Taxable Value	Tax Payable
13818189	12	2082	3513	574	\$450,000	\$2,799.25

**Vendor:** RODI DEVELOPMENTS PTY LTD

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax Details	Year	Proportional Tax	Penalty/Interest	Total
RODI DEVELOPMENTS TRUST	2017	\$2,076.00	\$0.00	\$1,557.00

Arrears of Tax	Year	Proportional Tax	Penalty/Interest	Total
RODI DEVELOPMENTS TRUST	2016	\$1,242.25	\$0.00	\$1,242.25

**Comments:** Land Tax of \$2,076.00 has been assessed for 2017, an amount of \$519.00 has been paid. Land Tax will be payable but is not yet due - please see note 5 on reverse.

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

<b>TAXABLE VALUE:</b>	<b>\$450,000</b>
-----------------------	------------------

<b>AMOUNT PAYABLE:</b>	<b>\$2,799.25</b>
------------------------	-------------------

Paul Broderick  
Commissioner of State Revenue

## Land Tax Clearance Certificate - Remittance Advice

**Certificate No:** 14924187

State Revenue Office  
GPO Box 4376  
MELBOURNE VIC 3001

**Land ID:** 13818189

**Amount Payable:** \$2,799.25

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

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



Certificate No: 14924187

- 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 \$450,000

Land Tax = \$675.00

Calculated as \$275 plus ( \$450,000 - \$250,000) multiplied by  
0.200 cents.

## Further information

Internet	<a href="http://www.sro.vic.gov.au">www.sro.vic.gov.au</a>
Email	<a href="mailto:sro@sro.vic.gov.au">sro@sro.vic.gov.au</a> (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



CERTIFICATE No: 42678550 DATE: 08/03/2017

# PLANNING CERTIFICATE

**Client:** Best Hooper  
DX: 38215 Flagstaff

**Matter Ref:** SJR:170258  
**Vendor:** RODI DEVELOPMENTS PTY LTD  
**Purchaser:**

**Subject Property:** 26 SALISBURY STREET WERRIBEE VIC 3030

**Title Particulars:** Vol 3513 Fol 574

**Municipality:** WYNDHAM

**Planning Scheme:** WYNDHAM PLANNING SCHEME

**Responsible Authority for administering and enforcing the Scheme:** WYNDHAM CITY COUNCIL

**Zone:** ACTIVITY CENTRE ZONE - SCHEDULE 1

**Abuttal to a Road Zone or a Public Acquisition Overlay for a Proposed Road or Road Widening:** Not Applicable

**Design and Development Overlay:** Not Applicable

**Development Contributions Plan Overlay:** Not Applicable

**Development Plan Overlay:** Not Applicable

**Environmental Audit Overlay:** Not Applicable

**Environmental Significance Overlay:** Not Applicable

**Heritage Overlay:** Not Applicable

**Public Acquisition Overlay:** Not Applicable

**Significant Landscape Overlay:** Not Applicable

**Special Building Overlay:** Not Applicable

**Vegetation Protection Overlay:** Not Applicable

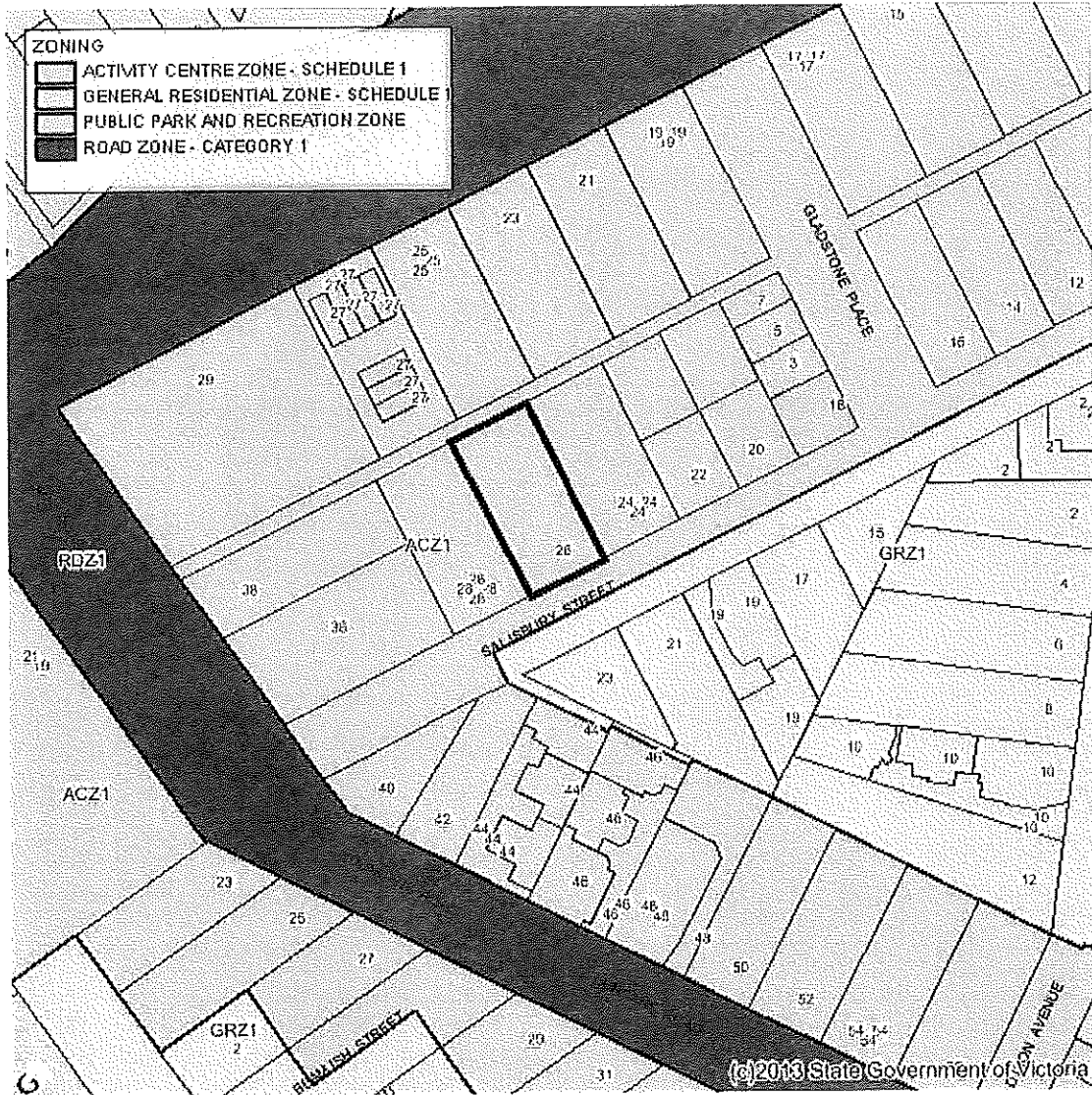
**Other Overlays:** PARKING OVERLAY

**Proposed Planning Scheme Amendments:** Not Applicable

**Additional Notes:** Not Applicable

*The information source for each entry on this certificate has been checked and if shown as Not Applicable does not apply to the subject property. In addition to Planning Scheme Zone and Overlay Provisions, Victorian Planning Schemes comprise the State Planning Policy Framework, the Local Planning Policy Framework, Particular Provisions and General Provisions. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the use and development of land.*

# PLANNING CERTIFICATE



This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and SAI Global Property Division Pty Ltd does not accept any liability to any person for the information provided.





CERTIFICATE No: 42678550 DATE: 08/03/2017

# ROADS CERTIFICATE

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**Client:** Best Hooper  
DX: 38215 Flagstaff

**Matter Ref:** SJR:170258  
**Vendor:** RODI DEVELOPMENTS PTY  
LTD  
**Purchaser:**

---

**Subject Property:** 26 SALISBURY STREET WERRIBEE VIC 3030

---

**Title Particulars:** Vol 3513 Fol 574

---

**Municipality:** WYNDHAM

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**Advice of approved VicRoads proposals:** VICROADS HAS NO APPROVED PROPOSAL REQUIRING ANY PART OF THE PROPERTY DESCRIBED IN YOUR APPLICATION. YOU ARE ADVISED TO CHECK YOUR LOCAL COUNCIL PLANNING SCHEME REGARDING LAND USE ZONING OF THE PROPERTY AND SURROUNDING AREA.

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*Refer to the Planning Certificate for details of land reserved in the Planning Scheme for Road Proposals. VicRoads have advised that investigative studies exist which may form part of information provided on VicRoads certificates.*

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Department of  
Environment, Land,  
Water and Planning

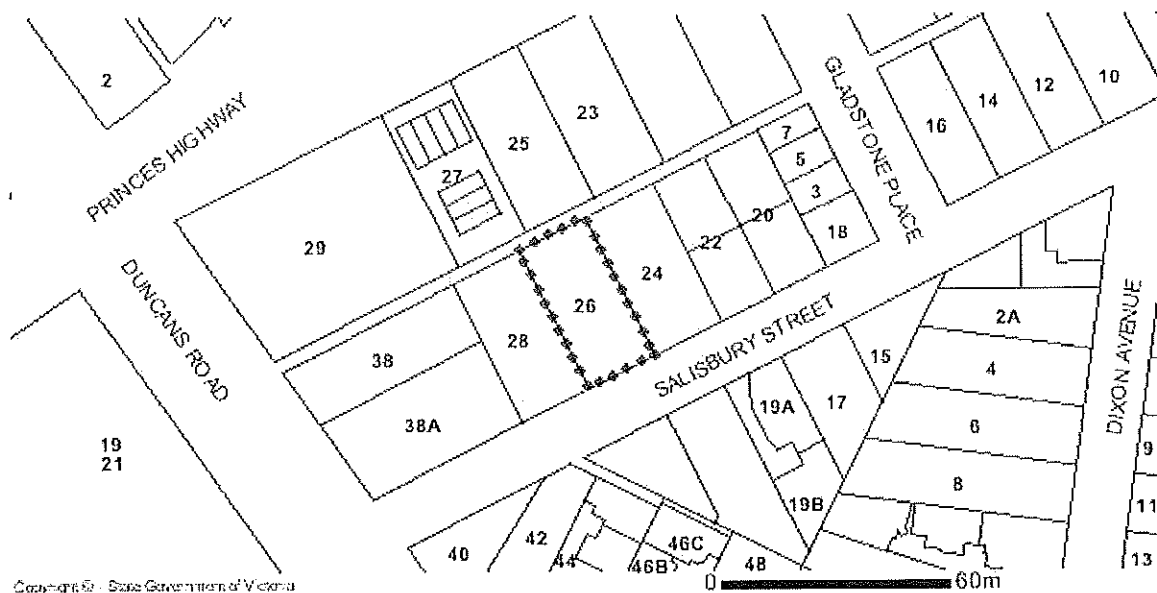
### Bushfire Prone Area Report

From [www.delwp.vic.gov.au/planning](http://www.delwp.vic.gov.au/planning) on 14 March 2017 09:50 AM

**Address:** 26 SALISBURY STREET WERRIBEE 3030  
**Lot / Plan:** Lot 12 Block A LP2082  
**Local Government (Council):** WYNDHAM **Council Property Number:** 104493  
**Directory Reference:** Melway 205 K8

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



Copyright © State Government of Victoria

- Bushfire Prone Area Legend**
- Bushfire Prone Area
  - Selected Land
  - Railway
  - Tram
  - River, stream
  - 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](http://www.vba.vic.gov.au)

Copies of the Building Act and Building Regulations are available from [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au)

For Planning Scheme Provisions in bushfire areas in Victoria 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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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).

**PLANNING  
PERMIT**

Application No.: WYP8474/15.02 (Amended)  
Planning Scheme: Wyndham Planning  
Responsible Authority: Wyndham City Council

**ADDRESS OF LAND:**

Land Title: V 3513 F 574 L 12 LP 2082 Deutgam Parish  
Land Address: 26 Salisbury Street WERRIBEE VIC 3030

**THE PERMIT ALLOWS:**

Buildings and works for construction of a 3, part 4 storey building comprising 12 apartments (with office at ground floor) and reduction in car parking (2 spaces), reduction in bicycle parking facilities, and waiver of loading and unloading facilities.

**THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:**

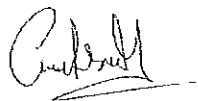
**Amended Plans Required**

1. The development and/or use(s) 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 plan will be endorsed and will then form part of this permit. Such plans must be generally in accordance with plans prepared by BB Design Group TP2-TP8 dated Dec 2015, but modified to show:
  - (a) Glazing to the ground floor frontage of at least 60% transparency.
  - (b) Main entrance door to the porch and foyer to be automatic.
  - (c) Screening treatment for overlooking to rear dwelling's open space (north of laneway).
  - (d) Wheel stops to the rear of car spaces 11 and 12.
  - (e) Revisions to car space width dimensions to be generally in accordance with the Clause 52.06/Australian Standards.
  - (f) Indicative turning circles for car spaces.
  - (g) One secure bicycle space per dwelling (total 12).
  - (h) Any alterations required by the noise assessment (refer Condition 5).

---

Date

Signature for the Responsible Authority



26 February 2016

**Benny Singh**  
Town Planner

**PLANNING  
PERMIT**

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Land Address: 26 Salisbury Street WERRIBEE VIC 3030

**No Layout Alteration**

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.

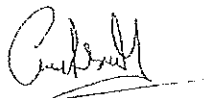
**Car Parking - S173 for financial contribution in-lieu of provision**

3. Prior to the commencement of any use or development of the land, the owner must either pay in-full to the Responsible Authority or enter into an agreement with the Responsible Authority under section 173 of the Planning and Environment Act 1987, which must provide for each of the following:
- (a) A cash in lieu contribution for 2 car spaces at a rate of \$12,500 (plus GST) must be paid to the Responsible Authority. The amount of the contribution shall be adjusted on 1 July each year, commencing from 1 July 2011, by applying the Building Price Index, Melbourne, in Rawlinsons Australian Construction Handbook. If that index is unavailable, an equivalent index will be applied by the Responsible Authority.
  - (b) The cash in lieu contribution must be paid in full prior to the commencement of any use or development of the land, unless otherwise agreed to in writing by the Responsible Authority.
  - (c) The owner agrees that the cash in lieu contribution will be applied to the provision of public shared parking at any site in or adjacent to the Werribee City Centre, as determined by the Responsible Authority.
  - (d) The owner must pay for all reasonable costs associated with the preparation, execution and registration of the agreement.

Prior to the commencement of any use or development of the land, an application must be made to the Registrar of Titles to register the agreement on the title to the land under section 181 of the Planning and Environment Act 1987.

Date

Signature for the Responsible Authority



26 February 2016

**Benny Singh**  
Town Planner

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**Streetscape and Paving Upgrades**

4. The development permitted by this permit must not be occupied until:
- (a) A plan showing details of streetscape treatment including permeable paving and street-trees/planters and one bicycle rack/hoop has been submitted to and approved by the Responsible Authority, and the streetscape upgrades implemented in accordance with the plan to the satisfaction of the Responsible Authority; and
  - (b) the parking area(s) shown on the endorsed plan(s) have been constructed to the requirements and satisfaction of the Responsible Authority.

**Noise Assessment**

5. Prior to the commencement of development, a noise assessment is to be undertaken by a suitably qualified noise engineer, to include an assessment of noise internal and external to the site, is to be submitted to and approved by the Responsible Authority. Any recommendations made by the noise report are to be implemented to the satisfaction of the Responsible Authority.

**Private Waste Collection**

6. The development is to make provision for private waste collection and be generally in accordance with the Waste Management Plan prepared by LID (dated 22.07.2015).

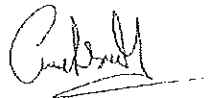
**Waste and Delivery times**

7. Unless with the prior written consent of the Responsible Authority, waste and delivery 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 EPA Noise Control Guidelines Publication 1254, October 2008.

---

Date

Signature for the Responsible Authority



26 February 2016

**Benny Singh**  
Town Planner

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**Pedestrian access to rear laneway**

8. Pedestrian access is to be maintained at all times from the site to the rear laneway.

**General Exterior Treatment**

9. The exterior treatment of the building(s) permitted by this permit including all exterior decoration, materials, finishes and colours must be to the satisfaction of the Responsible Authority. All tilt slab or precast concrete buildings must be painted, treated and textured to the satisfaction of the Responsible Authority. The exterior treatment of the building(s) must be maintained to the satisfaction of the Responsible Authority.

**No exposed roof plant/external services**

10. All external services are to be visually incorporated into the building.

**Air-conditioning/Cooling Units**

11. Any air-conditioning or cooling units, condensers and the like must not be located on external walls or on balconies without the prior written consent of the Responsible Authority.

**External Pipes**

12. 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.

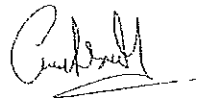
**Exposed Storage**

13. Goods, equipment or machinery or any other structure must not be erected or stored or left exposed outside a building, including walkways, car parking and landscape areas so as to be visible from any public road or thoroughfare

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Date

Signature for the Responsible Authority



26 February 2016

**Benny Singh**  
Town Planner

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PERMIT**

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Land Address: 26 Salisbury Street WERRIBEE VIC 3030

**Construction Phase**

14. 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. All noise associated with the construction of the development must comply with EPA's Environmental Protection (Residential Noise) Regulations 1997 No. 120 and State Environment Protection Policy (Control of Noise from Commerce, Industry and Trade) No. N-1.
15. 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.

**Nuisance Provisions**

16. No emissions from the site (noise, light, odour, dust etc) will be permitted to cause a nuisance to surrounding properties under the Public Health and Wellbeing Act 2008, Environment Protection Act 1970 or any other legislation.

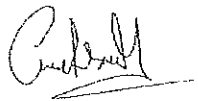
**Environmental Health Conditions**

17. If dust is created by construction and/or demolition works, appropriate measures must be immediately taken to suppress dust movement off site.
18. Construction and/or demolition works must comply with the requirements specified in the Environment Protection Authorities, Noise Control Guidelines Publication 1254, October 2008.
19. During construction all building materials and waste must be contained onsite (covered and bound) to prevent pollution of local waters and be disposed of in accordance with Local Laws and the Environment Protection Act.

---

Date

Signature for the Responsible Authority



26 February 2016

**Benny Singh**  
Town Planner



**PLANNING  
PERMIT**

Application No.: WYP8474/15.02 (Amended)  
Planning Scheme: Wyndham Planning  
Responsible Authority: Wyndham City Council

**ADDRESS OF LAND:**

Land Title: V 3513 F 574 L 12 LP 2082 Deutgam Parish  
Land Address: 26 Salisbury Street WERRIBEE VIC 3030

20. Waste water must not be directly or indirectly permitted to enter the stormwater system. Waste water generated onsite must be directed to a legal point of discharge.
21. Noise must be adequately controlled. Premises must consider the Environmental Protection Act 1970, State Environmental Protection Policy (Control of Noise from Commerce, Industry and Trade) No. N-1 and the Public Health and Wellbeing Act 2008.
22. Mechanical ventilation systems are to be suitably located so they do not cause a nuisance under the provisions of the Public Health and Wellbeing Act 2008
23. Air conditioning unit/s are to be suitably located as not to cause a nuisance to neighbours as defined by the Public Health and Wellbeing Act 2008.
24. Odour emissions from the building must be controlled so as not to cause a nuisance as defined by the Public Health and Wellbeing Act 2008 to nearby properties.
25. Appropriate measures are to be implemented to ensure no light spill is occurring into surrounding properties.

**No Mud on Roads**

26. No mud, crushed rock or other debris is to be permitted to be carried onto public roads or footpaths from the subject land. Appropriate measures must be in place at all times during construction to prevent this occurrence to the satisfaction of the Responsible Authority.

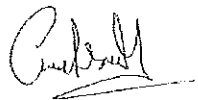
**Stormwater from a Building**

27. 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 Authority.

---

Date

Signature for the Responsible Authority



26 February 2016

**Benny Singh**  
Town Planner

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**Maintenance of Property**

28. The permit holder/occupier must promptly remove or obliterate any graffiti on the subject site which is visible to the public and keep the site free from graffiti at all times to the satisfaction of the Responsible Authority.

**Use of Parking Areas**

29. 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**

30. Vehicular access to the subject land from any roadway or service lane (and vice versa) must be by way of a vehicle crossing(s) constructed at right angles to the road, to suit the proposed driveway(s) and vehicles that will use the crossing. The location, design and construction of the vehicle crossing(s) must be approved by the Council. Any existing unused crossing(s) 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.

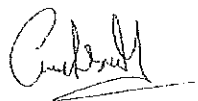
**Drainage Requirements (as provided by Council's drainage engineer)**

31. 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 Authority.
32. The development must incorporate underground drainage to cater for 1 in 10 year return, and connect into the stormwater drainage system.
33. The stormwater runoff generated from the whole of the subject land, including landscaped and paved areas, must not adversely flood neighbouring properties.

---

Date

Signature for the Responsible Authority



26 February 2016

**Benny Singh**  
Town Planner

**PLANNING  
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34. If a new or additional drainage discharge point is required for the subject land, a separate legal point of discharge permit must be obtained from Council's Engineering Department.
35. All stormwater inlet pits from car parking and paved areas must be grated to prevent the ingress of gross pollutants to stormwater drainage system.

**Completion of Development and Commencement of Use**

36. This permit will expire if one of the following circumstances applies;
- (a) The development and/or use is not started within two (2) years of the date of this permit;
  - (b) The development is not completed within four (4) years of the date of this permit;
  - (c) The use is discontinued for a period of two (2) years.

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 six (6) months after the permit expiry date, where the use or development allowed by the permit has not yet started; or
- (b) within twelve (12) months after the permit expiry date, where the proposal allowed by the permit has lawfully started before the permit expires.

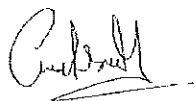
**Expiry of Permit**

**FOOTNOTE:** In the event that this permit expires or the subject land is proposed to be used or developed for purposes different from those for which this permit is granted, there is no guarantee that a new permit will be granted and if a new permit is granted then the permit conditions may vary from those included on this permit having regard to changes that might occur to circumstances, the planning scheme or policy.

---

Date

Signature for the Responsible Authority



26 February 2016

**Benny Singh**  
Town Planner

**PLANNING  
PERMIT**

Application No.: WYP8474/15.02 (Amended)  
Planning Scheme: Wyndham Planning  
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Land Title: V 3513 F 574 L 12 LP 2082 Deutgam Parish  
Land Address: 26 Salisbury Street WERRIBEE VIC 3030

**Road Opening / Crossovers**

**FOOTNOTE:** Any new or modified crossovers require separate approval from Council's Roads Development Section. Town Planning stamped approved plans must be presented when applying for Road Opening Permits. The location, design and construction of the vehicle crossing(s) is to be in accordance with Council's standard drawings - see [http://www.wyndham.vic.gov.au/building\\_planning/engineering/crossoverpermits](http://www.wyndham.vic.gov.au/building_planning/engineering/crossoverpermits).

Any services or infrastructure, including any services within 1.0m (eg. light pole) and street trees within 3.0m of the proposed crossover will require relocation and/or compensation (note: trees will not survive replanting so compensation is required) payable at the permit holder's cost and to the satisfaction of the Council.

**Building Approval**

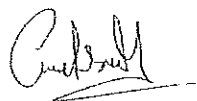
**FOOTNOTE:** This permit is issued pursuant to the provisions of the Wyndham Planning Scheme and does not relieve the permit holder of the necessity to obtain a building permit pursuant to the Building Act 1993 prior to commencement of any construction or works on any part of the site.

THIS PERMIT HAS BEEN AMENDED AS FOLLOWS:

Date of amendment	Brief Description of amendment
07 March 2017	Amendment to the first floor layout to extend balconies for apartments two (2), five (5) and eleven (11).

Date

Signature for the Responsible Authority



26 February 2016

**Benny Singh**  
Town 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.

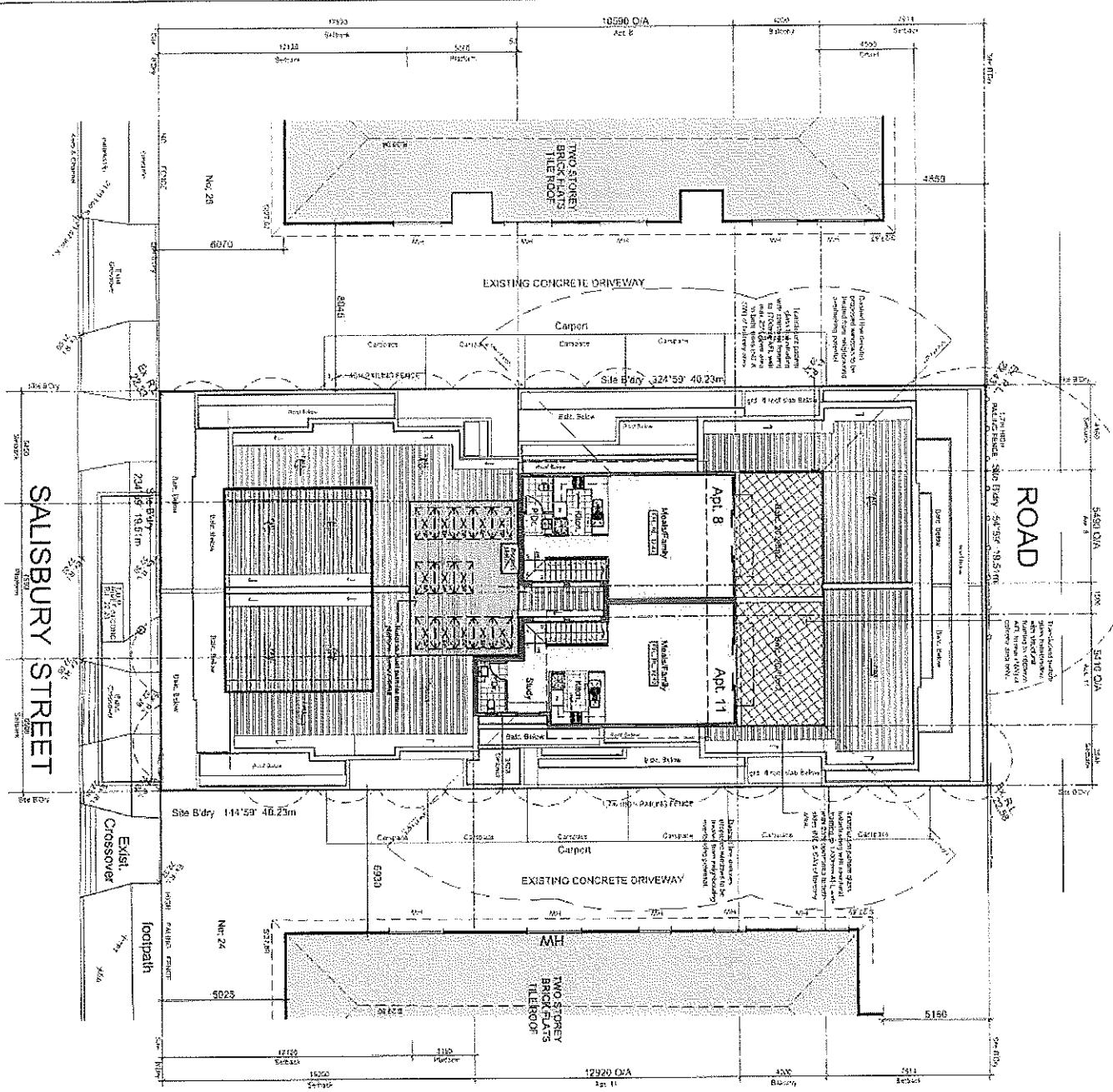








Proposed Site & Third Floor Plan scale: 1:100



**AREA ANALYSIS (No. 26)**

<b>SITE AREA</b>	624	624
<b>Ground Floor Plans</b>	624	624
<b>Site 1 - 2nd Floor Area</b>	730	835
<b>Site 2 - 2nd Floor Area</b>	787	842
<b>Site 3 - 2nd Floor Area</b>	1050	975
<b>Site 4 - 2nd Floor Area</b>	2100	2100
<b>Site 5 - 2nd Floor Area</b>	2100	2100
<b>Site 6 - 2nd Floor Area</b>	2100	2100
<b>Site 7 - 2nd Floor Area</b>	2100	2100
<b>Site 8 - 2nd Floor Area</b>	2100	2100
<b>Site 9 - 2nd Floor Area</b>	2100	2100
<b>Site 10 - 2nd Floor Area</b>	2100	2100
<b>Site 11 - 2nd Floor Area</b>	2100	2100
<b>Site 12 - 2nd Floor Area</b>	2100	2100
<b>Site 13 - 2nd Floor Area</b>	2100	2100
<b>Site 14 - 2nd Floor Area</b>	2100	2100
<b>Site 15 - 2nd Floor Area</b>	2100	2100
<b>Site 16 - 2nd Floor Area</b>	2100	2100
<b>Site 17 - 2nd Floor Area</b>	2100	2100
<b>Site 18 - 2nd Floor Area</b>	2100	2100
<b>Site 19 - 2nd Floor Area</b>	2100	2100
<b>Site 20 - 2nd Floor Area</b>	2100	2100

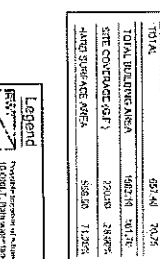
**Second Floor Plans**

<b>Site 1 - 2nd Floor Area</b>	730	835
<b>Site 2 - 2nd Floor Area</b>	787	842
<b>Site 3 - 2nd Floor Area</b>	1050	975
<b>Site 4 - 2nd Floor Area</b>	2100	2100
<b>Site 5 - 2nd Floor Area</b>	2100	2100
<b>Site 6 - 2nd Floor Area</b>	2100	2100
<b>Site 7 - 2nd Floor Area</b>	2100	2100
<b>Site 8 - 2nd Floor Area</b>	2100	2100
<b>Site 9 - 2nd Floor Area</b>	2100	2100
<b>Site 10 - 2nd Floor Area</b>	2100	2100
<b>Site 11 - 2nd Floor Area</b>	2100	2100
<b>Site 12 - 2nd Floor Area</b>	2100	2100
<b>Site 13 - 2nd Floor Area</b>	2100	2100
<b>Site 14 - 2nd Floor Area</b>	2100	2100
<b>Site 15 - 2nd Floor Area</b>	2100	2100
<b>Site 16 - 2nd Floor Area</b>	2100	2100
<b>Site 17 - 2nd Floor Area</b>	2100	2100
<b>Site 18 - 2nd Floor Area</b>	2100	2100
<b>Site 19 - 2nd Floor Area</b>	2100	2100
<b>Site 20 - 2nd Floor Area</b>	2100	2100

**First Floor Plans**

<b>Site 1 - 1st Floor Area</b>	1760	1238
<b>Site 2 - 1st Floor Area</b>	1830	1300
<b>Site 3 - 1st Floor Area</b>	2430	1780
<b>Site 4 - 1st Floor Area</b>	4920	3576
<b>Site 5 - 1st Floor Area</b>	4920	3576
<b>Site 6 - 1st Floor Area</b>	4920	3576
<b>Site 7 - 1st Floor Area</b>	4920	3576
<b>Site 8 - 1st Floor Area</b>	4920	3576
<b>Site 9 - 1st Floor Area</b>	4920	3576
<b>Site 10 - 1st Floor Area</b>	4920	3576
<b>Site 11 - 1st Floor Area</b>	4920	3576
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<b>Site 13 - 1st Floor Area</b>	4920	3576
<b>Site 14 - 1st Floor Area</b>	4920	3576
<b>Site 15 - 1st Floor Area</b>	4920	3576
<b>Site 16 - 1st Floor Area</b>	4920	3576
<b>Site 17 - 1st Floor Area</b>	4920	3576
<b>Site 18 - 1st Floor Area</b>	4920	3576
<b>Site 19 - 1st Floor Area</b>	4920	3576
<b>Site 20 - 1st Floor Area</b>	4920	3576

**Legend**



**PROPOSED THIRD FLOOR PLAN**

<b>Client:</b>	RODI DEVELOPMENTS
<b>Project:</b>	PROPOSED MULTI-UNIT RESIDENTIAL & ASSOCIATED OFFICE DEVELOPMENT AT: 26 SALISBURY STREET, WERRIBEE.
<b>Scale:</b>	1:100
<b>Date:</b>	10/10/2016
<b>Author:</b>	R.B.
<b>Checker:</b>	R.B.
<b>Drawn:</b>	R.B.
<b>Scale:</b>	1:100
<b>Date:</b>	10/10/2016

**BB DESIGN GROUP**

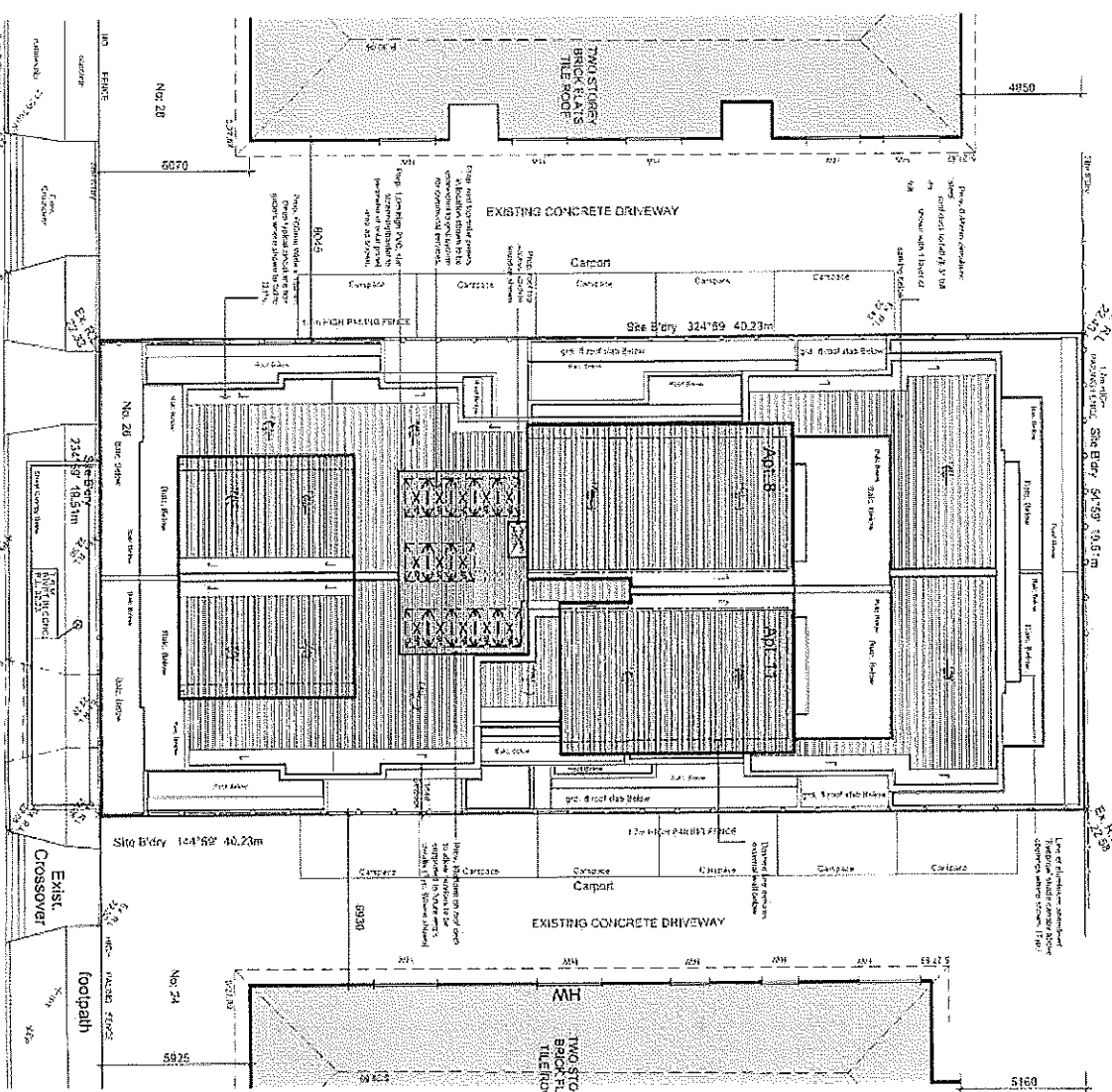
BB DESIGN GROUP  
 1/100 WERRIBEE ROAD  
 WERRIBEE VIC 3039  
 PH: (03) 9491 1111  
 WWW.BBDESIGNGROUP.COM.AU

**PROPOSED THIRD FLOOR PLAN**

PROPOSED THIRD FLOOR PLAN  
 SCALE: 1:100  
 DATE: 10/10/2016  
 AUTHOR: R.B.  
 CHECKER: R.B.  
 DRAWN: R.B.

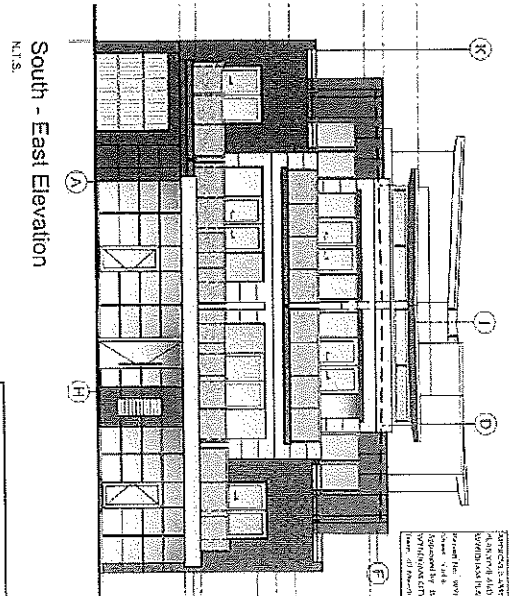
NOTE:  
AS PER COUNCIL REQUIREMENTS A NOISE ASSESSMENT IS TO BE COMPLETED BY A QUALIFIED NOISE ENGINEER PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE NOISE REPORT AND TO BE FORWARDED TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY.

# ROAD



Proposed Site & Roof Plan  
Scale: 1:100

# SALSURBY STREET



South - East Elevation  
N.T.S.

PROJECT: CONSULTANT'S NAME  
ADDRESS AND PHONE NUMBER (if any)  
DRAWN BY: PROJECT NO.  
CHECKED BY: DRAWING NO.  
DATE: 15/07/15

## FINISHES SCHEDULE

LETTER	FINISH	REMARKS
A	POPPER/CORRUGATED ALUMINIUM CLADDING	POPPER/CORRUGATED ALUMINIUM CLADDING
B	INTERLOCKING TERRAZZO TOWER ALUMINIUM	INTERLOCKING TERRAZZO TOWER ALUMINIUM
C	ALUMINIUM OR SIMILAR EXTERNAL METAL CLADDING TO ALL CANOPY FACADES WHERE SIGNIFY	ALUMINIUM OR SIMILAR EXTERNAL METAL CLADDING TO ALL CANOPY FACADES WHERE SIGNIFY
D	PREPARED RENDERED WALL ON TEXTURED FINISH TO EXTERNAL FOAM BOARD ON SIMILAR	PREPARED RENDERED WALL ON TEXTURED FINISH TO EXTERNAL FOAM BOARD ON SIMILAR
E	PREPARED RENDERED WALL ON TEXTURED FINISH TO EXTERNAL FOAM BOARD ON SIMILAR	PREPARED RENDERED WALL ON TEXTURED FINISH TO EXTERNAL FOAM BOARD ON SIMILAR
F	TRASSILICENT PATTERN GLASS BALUSTRADE WITH STRUCTURAL FRAMING. SEE ELEVATIONS FOR HEIGHT OF BALUSTRADE. SCRIBING	TRASSILICENT PATTERN GLASS BALUSTRADE WITH STRUCTURAL FRAMING. SEE ELEVATIONS FOR HEIGHT OF BALUSTRADE. SCRIBING
G	PREPARED MILD STEEL, EXPANDED EXPOSED TO CHANNEL, CANOPY WITH PATTERN FINISH	PREPARED MILD STEEL, EXPANDED EXPOSED TO CHANNEL, CANOPY WITH PATTERN FINISH
H	PREPARED MILD STEEL, EXPANDED EXPOSED TO CHANNEL, CANOPY WITH PATTERN FINISH	PREPARED MILD STEEL, EXPANDED EXPOSED TO CHANNEL, CANOPY WITH PATTERN FINISH
I	PREPARED MILD STEEL, EXPANDED EXPOSED TO CHANNEL, CANOPY WITH PATTERN FINISH	PREPARED MILD STEEL, EXPANDED EXPOSED TO CHANNEL, CANOPY WITH PATTERN FINISH
J	PREPARED MILD STEEL, EXPANDED EXPOSED TO CHANNEL, CANOPY WITH PATTERN FINISH	PREPARED MILD STEEL, EXPANDED EXPOSED TO CHANNEL, CANOPY WITH PATTERN FINISH
K	PREPARED MILD STEEL, EXPANDED EXPOSED TO CHANNEL, CANOPY WITH PATTERN FINISH	PREPARED MILD STEEL, EXPANDED EXPOSED TO CHANNEL, CANOPY WITH PATTERN FINISH
L	PREPARED MILD STEEL, EXPANDED EXPOSED TO CHANNEL, CANOPY WITH PATTERN FINISH	PREPARED MILD STEEL, EXPANDED EXPOSED TO CHANNEL, CANOPY WITH PATTERN FINISH

(ALL LEVELS ARE TO A.H.D.)  
NOTE: F.F.L. FINISHED FLOOR LEVELS  
R.L.L. REDDISED LEVELS

NOTE:  
SECTOR DESIGN AND CONSTRUCTION INITIATIVES ASSOCIATED WITH THIS PROJECT HAVE BEEN REVIEWED AND APPROVED BY THE LOCAL AUTHORITY (DATED 15/07/15)

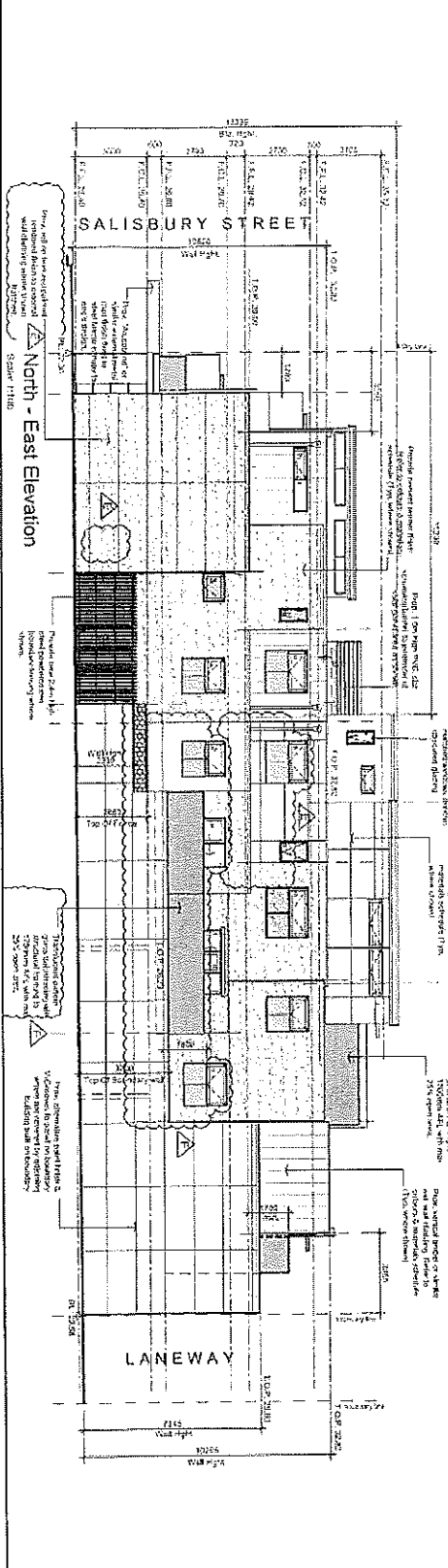
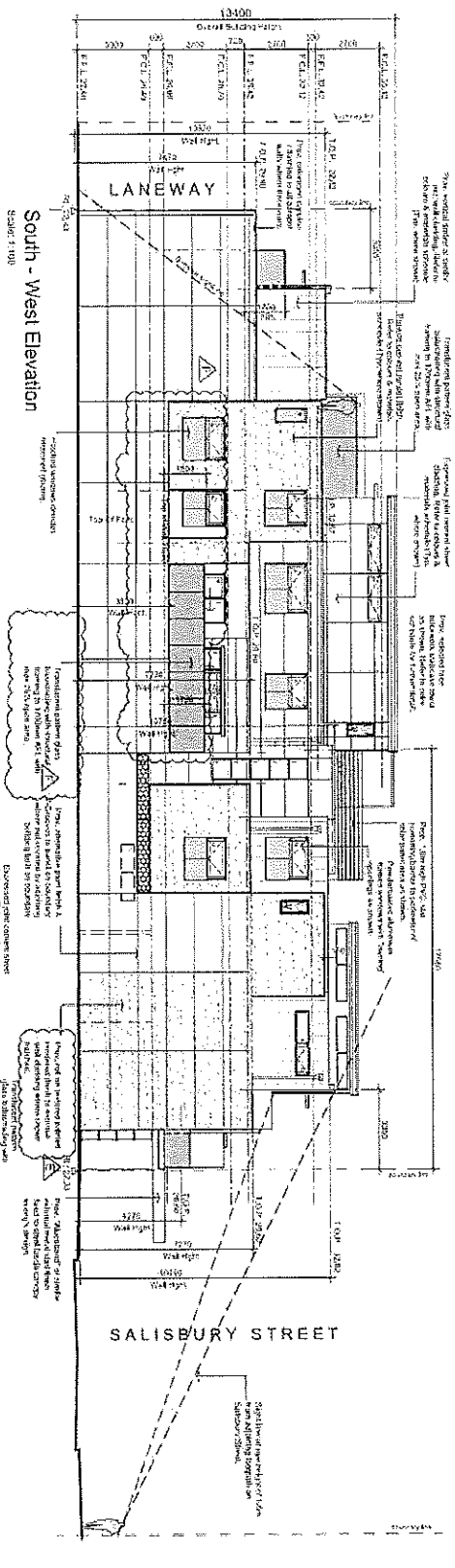
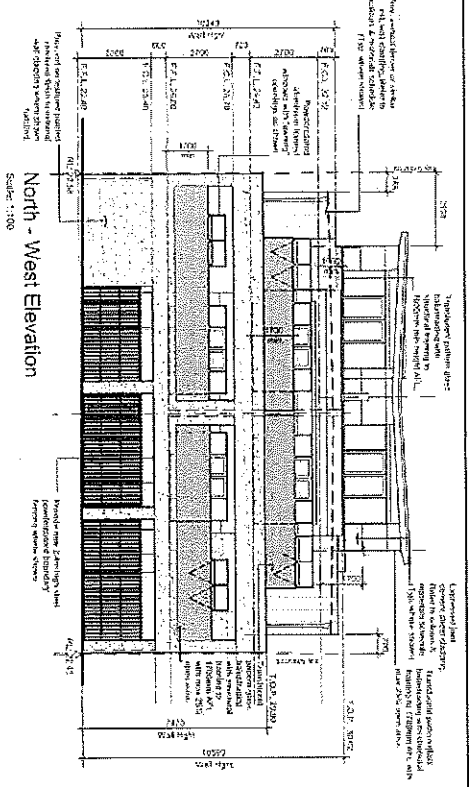
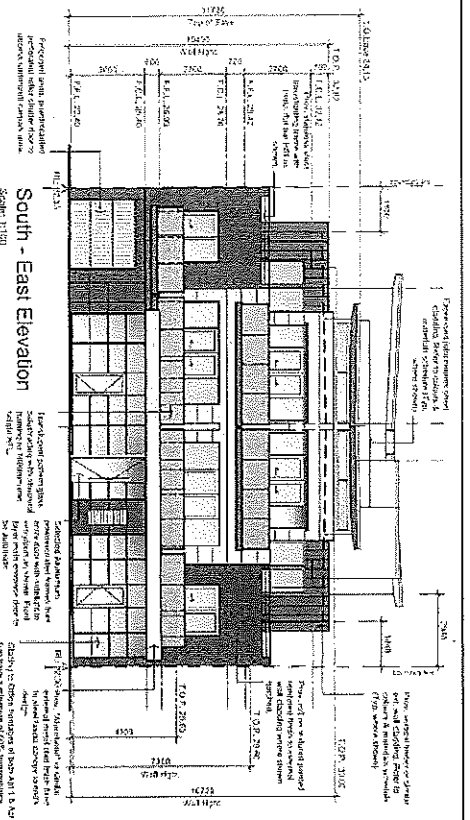
Project:  
**PROPOSED MULTI-UNIT RESIDENTIAL & ASSOCIATED OFFICE DEVELOPMENT AT 26 SALSURBY STREET, WERRIBEE.**

Client:  
**RODI DEVELOPMENTS**

Design:  
**BS DESIGN GROUP**  
ARCHITECTURAL DESIGNER

Proposed Roof Plan  
Date: 15/07/15  
Scale: 1:100  
Drawn: B.B.  
Checked: B.B.  
Date: 15/07/15





NO.	DATE	DESCRIPTION	BY	CHKD.
1	12/15/2015	ISSUE FOR PERMITTING	BB	BB
2	01/20/2016	ISSUE FOR PERMITTING	BB	BB
3	02/10/2016	ISSUE FOR PERMITTING	BB	BB
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100	03/10/2024	ISSUE FOR PERMITTING	BB	BB

**NOTE:**  
 1. ALL LEVELS ARE TO A.H.D.  
 2. F.F.L. FINISHED FLOOR LEVELS  
 3. R.L. REDUCED LEVELS

**PROPOSED MULT-JOINT RESIDENTIAL & ASSOCIATED OFFICE DEVELOPMENT AT 26 SALISBURY STREET, WERRIBEE.**

**BB DESIGN GROUP**  
 ARCHITECTS  
 1/100 SALISBURY STREET  
 WERRIBEE VIC 3039  
 TEL: 03 9471 1111  
 WWW.BBDESIGNGROUP.COM.AU

**PROPOSED ELEVATIONS**

DATE: JUL 2015  
 SCALE: 1:100  
 DRAWN BY: B.D.  
 CHECKED BY: B.D.  
 PROJECT NO: 150209

**PROPOSED MULT-JOINT RESIDENTIAL & ASSOCIATED OFFICE DEVELOPMENT AT 26 SALISBURY STREET, WERRIBEE.**

**RODI DEVELOPMENTS**

# Due diligence checklist

## What you need to know before buying a residential property

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

(04/10/2016)

## **Land boundaries**

### **Do you know the exact boundary of the property?**

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

## **Planning controls**

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

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

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

### **Are there any proposed or granted planning permits?**

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

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

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

### **Are any recent building or renovation works covered by insurance?**

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### **Do you know your rights when buying a property?**

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